Indenture between Richard Waddilove and John Waddilove of Lease of Premises in Rilston

*Transcribed from a photocopy of an original document in Skipton Library into current English*

*Skipton Library kindly allowed the publication of the transcription*

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

**This Indenture** made the thirteenth Day of August in the Eighteenth Year of the Reign of his Majesty King George the third And in the Year of our Lord One thousand and seven Hundred and seventy

Eight **Between** Richard Waddilove of Rilston in the Parish of Burnsall and County of York Drover of the One part And John Waddilove of Rilston aforesaid shopkeeper

of the other part **Whereas** Joseph Waddilove late of Rilston aforesaid Gentleman Deceased (the father of the said Richard Waddilove and John Waddilove) in last Will

and Testament by him duly executed bearing Date on or about the twenty seventh Day of December [ ](amongst other things) did Give unto his Wife Isabella One Annuity or Yearly Rent Charge of twenty

Pounds payable half yearly out of all his Messuages Lands and Hereditaments at Whitsentide and Martinmas the first half yearly Payment thereof to begin and be made at such of the said Days as should first happen

next after his Decease And the same to be in Lieu of and in full satisfaction of her thirds. The said Testator also gave to his Son the said John Waddilove party hereto One Annuity or Yearly Sum of ten Pounds

during the Life of his said Wife And after her decease the futher sum of ten Pounds during the Natural Life of the said John Waddilove payable half Yearly in such manner as the Annuity to his Wife therein

and herein above directed to be paid And the said Testators Will and Mind was that in case his said Wife should object or refuse to accept and take the said Sum of twenty Pounds per Annum in Lieu of her

thirds then due or which thereafter might be due that then and in such case the abovesaid Annuity of twenty Pounds should not be paid to her And he directed that on refusal the Annuity to his Son John

should not be paid or any part therein for any thing in consideration thereof And all the rest residue and remainder of all and every his freehold Messuages Lands Tenements and Hereditaments and all

other his Estates whatsoever and wheresoever he Gave and Bequeathed unto his Son Richard Waddilove party hereto his Heirs Executors Administrators and Assigns Subject to the above mentioned Annuities

and the Legacies therein bequeathed And appointed the said Richard Waddilove sole Executor of his said Will And the said Testator being since deceased without altering or revoking his said Will the said

Richard Waddilove hath duly proved the same in the proper Ecclesiastical Court and taken on himself the Burden and Execution thereof As in and by the said Will and the probate thereof reference being

thereunto respectively had may more fullyappear **And Whereas** the said Isabella Waddilove hath accepted of the said Annuity devised to her as aforesaid And the said Richard Waddilove and John

Waddilove have come to an agreement that the said Richard Waddilove should grant make and executea good and sufficient Lease to the said John Waddilove and his Assigns of the Messuage Lands and

Premisses herein after mentioned for the Term of the natural Life of the said John Waddilove at and under the Yearly Rent of One Pound and ten Shillings And Subject to the Covenants herein after contained on the

part of the said John Waddilove And the said John Waddilove hath agreed to accept of such Lease in Lieu of and satisfaction for the Annuities devised to him by the said Will of the said Joseph Waddilove his father

and of all beneficiate Interest whatsoever in and to the Estate and Effects of his said late father **Now this Indenture** **Witnesseth** that in pursuance and performance of the said recited Agreement and a consideration

of the Yearly Rent Covenants and Agreements herein after reserved mentioned and contained by and on the part and behalf of the said John Waddilove and his Assigns to be paid and performed He the said Richard

Waddilove **Hath** Demised Leased Sett and to farm Lett and by these Presents **Doth** Demise Lease Sett and to farm Lett unto the said John Waddilove and his Assigns All that Messuage or Dwellinghouse

wherein Jonathan Shackleton doth now dwell in Rilston aforesaid together with the Barn Stable and Buildings there into adjoining and belonging And also all those Closes Inclosures or parcels of Land herein

after mentioned also situate lying and being in Rilson aforesaid, that is to say the Croft adjoining the said Messuage or Dwellinghouse and one other Croft called Moorlands containing together by Estimation three

Acres or thereabouts, One Close called Ridleys Close containing by Estimation two Acres or thereabouts, One small Inclosure on Rilston Green containing by Estimation one Acre or thereabouts, And a New Inclosure

on Rilston North Moor lately purchased of Josias Morley Esq. containing by Estimation three Acres and an half or thereabouts Together with all and singular Ways paths pastures Waters Watercourses

Hedges Ditches Walls fences Easements Profits Commodities Advantages Emoluments Hereditaments and Appurtenances whatsoever to the said hereby Demised Premisses or any part thereof belonging or in any

wise appertaining or therewith usually occupied or enjoyed as part parcel or member thereof except and always reserved out of this present Demise all and all manner of Timber and Timber like Trees and other Trees Woods

and Underwoods whatsoever now standing growing or being or which at any time during the Term hereby Demised shall Stand grow or be upon the Premisses hereby Demised or any part thereof (save necessary Hedge or

fence Wood to be used in and about the necessary repairs of the said Demised Premisses) And also except and always reserved out of this present Demise all Mines Minerals Coals Beds of Coal and Quarries of Stone and Slate

with Liberty of Ingress Egress and Regress to and for the Person or Persons to whom the immediate reversion of the said Demised Premisses expectant on the Determination of this present Demise shall for the time being

belong his and their Heirs and their Agents Servants and workmen with Horses Cattle Carts and Carriages or otherwise into or upon and from and out of the said hereby Demised Premisses or any part thereof at his

and their Will and pleasure and to fell cut down and hew and such Trees Wood and Underwood so excepted and to take and lead or carry the same And also to dig for and by all necessary or proper means to get have

take and carry away all the singular Minerals and produce of such Mines and Quarries as aforesaid and every or any part thereof And to view and Examine the state and condition of the hereby Demised Pemisses

and to improve the same Premisses or any part thereof by Draining Fencing Liming Felling or otherwise from time to time and at all times during the continuance of the Term hereby Demised **To have**

**and to Hold** the said Messuage or Dwellinghouse Barn Buildings Closes Lands Hereditaments and Barn and Buildings Premisses hereby Demised mentioned or intended so to be with their and every of their Appurtenances

(except as herein before is excepted) unto the said John Waddilove and his Assigns, that is to say, the said Messuage Barn and Buildings from the twelfth Day of May now next And the said Closes Lands and other the

Premisses from the Fifth Day of April now next for and during and unto the full End and Term of Ninety Nine Years from thence next respectively ensuing if the said John Waddilove shall so long happen to live and not

otherwise Subject nevertheless to the payments provisos and Agreements hereinafter contained that is to say **Yealding** **And Paying** therefore Yearly and every Year during the said Term hereby Demised unto the

said Richard Waddilove his Heirs or Assigns the Yearly Rent or Sum of One Pound and ten shillings of lawful money of Great Britain by twoequal payments in the Year, to wit at or upon the Eve of Pentecost and St. Martin

the Bishop in Winter in each year the first payment thereof to begin and be made at and upon the Eve of the Feast of Pentecost next ensuing the Date of these Presents **And** the said John Waddilove for himself his Executors

Administrators and Assigns doth Covenant promise and Agree to and with the said Richard Waddilove his Heirs and Assigns by these Presents in manner and form following, that is to say, That he the said John

Waddilove his Executors Administrators or Assigns shall and will from time to time well and truly pay or cause to be paid to the said Richard Waddilove his Heirs or Assigns the said Yearly Rent or Sum of One pound and

ten Shillings upon such Days and Times as the same is herein before reserved and made payable as aforesaid according to the true intent and meaning of these Presents **And Also** shall and will pay or cause to be paid all

Parliamentary and Parochial Taxes Charges and Assessments or the outgoings whatsoever to be taxed charged laid assessed or imposed upon the said Demised Premisses or to become due for the same or any part thereof

during the said Demised Term **And also** shall and will from time to time and at all times hereafter during the continuance of the Term hereby Demised when and so often as need or occasion shall be and require

at his and their proper Costs and Charges well and sufficiently repair amend uphold support maintain and keep in repair all and singular the said Demised Premises and the Walls Hedges Ditches Fences and

Inclosures Gates and Stiles of or in anywise appertaining or belonging to the same or any part or parcel thereof **And Further that** he the said John Waddilove and his Assigns shall not nor will anytime do or

commit or wittingly or willingly suffer to be done or committed any manner of waste spoil or Destruction upon the said Demised Premisses nor cut down fell crop top prune slip or destroy any Timber or other Tree

or Trees now standing growing or being or which shall hereafter stand grow or be upon or about the said Demised Premisses or any part thereof (save necessary Hedgewood to be used in and about the fences of the said

Demised Premisses and such Hedgewood to be cut and taken in a husband like manner) **Provided** always and it is hereby declared and agreed by and between the said Parties to these Presents, that if the said

Yearly Rent or Sum of One Pound and ten Shillings hereby reserved or any part thereof shall be behind and unpaid by the space of twenty Days next over or after either of the aforesaid Feasts or Days of Payment

whereon the same ought to be paid as aforesaid (being lawfully Demanded) or if any Covenant Clause Article Proviso or Agreement herein contained shall not be well and truly observed kept and performed by

the said John Waddilove and his Assigns according to the true intent and meaning of these Presents. Then from henceforth in either or any of the said cases it shall and maybe lawful to any for the said

Richard Waddilove his Heirs or Assigns into the said Demised Premisses or into any part or parcel thereof in the name of the whole to re enter and the same to have again repossess and enjoy as in his

and their former Estate any thing herein contained to the contrary not withstanding **And** the said Richard Waddilove for himself his Heirs Executors and Administrators doth Covenant promise and Agree to and with

the said John Waddilove his Executors Administrators and Assigns by these Presents that he the said John Waddilove and his Assigns paying the Rent hereby reserved and made payable as aforesaid

in manner herein before mentioned and observing and performing all and singular the Covenants and Agreements herein contained which or his and their parts are or ought to be observed performed

fulfilled and kept shall and or may from time and at all times during the continuance of this Demise peaceably and Quietly have hold use occupy possess and enjoy all and singular the said Hereditaments

and Premisses hereby Demised or mentioned or intended so to be and every part and parcel therof with the Appurtenances without any Lett Suit Trouble Hindrance Molestation Interruption

or Disturbance of from or by the said Richard Waddilove his Heirs or Assigns of from or by any other Person claiming or to claim by from or under him or them **In Witness** whereof the Parties to these Presents have hereto to set their Hands and Souls the Day and year first above Written

 (signed) Richard Waddilove

 *on the Dorse on the Dorse*

13th August 1770

Mr.Rich. Waddilove } Lease of Premisses

 to } in Rilston for

John Waddilove } 99 yrs if he

 so long live

 Rent £2.10.0

Sealed and Delivered being first duly

stamped in the presence of *(names below)*

the Erasure in the Rent and the same

made. One pound ten shillings being

first made

 Thos. Tindall

 Ra. Shuttleworth