

Yorkshire Archaeological & Historical Society  
Property Conveyance: Richard & Thomas Leyland, James Rayner, 1621

*Transcribed from photographs of original document*  
*Single-sided folio with Dorse*  
*Condition - Good*

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{recto}

- 1 **This Indenture** made the seaventeenth day of Aprill In the yeares of the raigne of our most gracious soueraigne Lord King James of England France and Ireland the nyneteenth
- 2 and of Scotland the fower and fiftieth<sup>1</sup> Betwene Richard Layland thelder of Chappelhouse in the countie of yorke yoman Thomas Layland and Richard Layland sonnes of the saide Richard on the one
- 3 partie And James Rayner of Kilnsay in the said countie of yorks yoman on the other partie **Witnesseth** that whereas the said Richard Layland thelder did heretofore by his Indenture of Bargaine
- 4 sale and assignment lawfully executed bearing date the first day of Sectmber in the thirteenth yeare of his Mat<sup>ies</sup> Reigne<sup>2</sup> that now is, grannt demise bargaine sell assigne and sett over unto the said
- 5 James Rayner his executors and assignes All that one close or pcell of ground called by the name of Salisburie close lyeing and being in kilnesay aforesaide in the said countie of yorke late in the tenure
- 6 and occupacōn of the said James Rayner or of his assignes, And also all and singuler waies pathes wells
- 7 welsprings walles hedges fermes pfitts comōdities and hereditaments with all thappurtenances to the same close of ground belonginge or in any wise apptayninge or accepted replaced used
- 8 taken knowe or occupied as part pcell or member thereof with an excepōn onely of the roialties and liberties of coveinent hawking huntinge fishinge and fowlinge which was formerly
- 9 reserved to peter yorke esquire deceased & his heires being cheif<sup>3</sup> Lord of the said pmisses **To have and to houlde** all the said close of ground called Salesbury close and all and singuler other the
- 10 pmisses with thappurtenances and everie part and pcell thereof except before excepted to the said James Rayner his executors and assignes from the day of the makeinge of the said Indenture for and during all the
- 11 terme of three thowsand yeares which were then to come and unexpired of a lease thereof amongst other things originally made by the said peter yorke esquire unto one Edward Whalley bearing date the tenth

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<sup>1</sup> 1621

<sup>2</sup> 1615

<sup>3</sup> sic

- <sup>12</sup> day of Februarie in the fiftenth yeare of the Raigne of our late Soueraigne Ladye Quene Elizabeth<sup>4</sup> for the terme of Three thowsand yeares from the date of the said last mencōned Indenture & afterwards by meinie
- <sup>13</sup> assignements transferred and cōmed to the said Richard Layland and his assignes as by the said originall Indenture and meane assignment relacōn being had thereunto to more fully and at large it doth and may
- <sup>14</sup> appeare **Nowe** this Indenture further witnesseth that the said Richard Layland thelder Thomas Layland and Richard Layland yonger for and in pformance of certaine articles made and agreed upon the eight
- <sup>15</sup> twentieth day of March now last past betwene the said James Rayner & them the said Richard Layland thelder Thomas Layland and Richard layland yonger by the mediacōn and arbitrement of Richard Moncks henrie wiglesworth
- <sup>16</sup> william Richardson Edward ward John heles and James Lambert **have** remised released and all together for and from them and everie of their heires executors and assignes quite claymed unto the said
- <sup>17</sup> James Rayner and his assignes in his full and peaceable possession & seizen thereof beinge, All their end everie of their right estate tytle terme of yeares clayme use and demannnd whatsoever which they or any of them have or
- <sup>18</sup> clayme or may or might have or clayme of in or to the said close or pcell of ground & premises and everie part and pcell thereof Soe that they and everie of them & their severall heires and assignes of and from all and all
- <sup>19</sup> maner of righte estate title clayme use and demannnd whatsoever of in or to the said close or pcell of ground & p'misses shalbe utterly debarred and excluded for ever by these presents And they the said Richard Layland
- <sup>20</sup> thelder Thomas Layland and Richard Layland yonger have and doe by these p'sents as much as in them or any of them is ratifie confirme allowe and aprove the right estate title & interest of the said Jame Rayner of in &
- <sup>21</sup> to the said close and p'misses, and the same for and from and against them the said Richard Layland thelder Thomas Layland and Richard Layland yonger & their severall heires and assignes to the said James Rayner and his
- <sup>22</sup> assignes shall and will warrant and defend for ever by these presents **And** the said Richard Layland thelder Thomas Layland and Richard Layland yonger for themselves and everie of them for himselfe severally
- <sup>23</sup> and not joyntly nor one for another doe covenant promise and grannt to and with the said James Rayner his heires executors and assignes and everie of them by these presents That they the said Richard Layland
- <sup>24</sup> thelder Thomas Layland and Richard Layland yonger nor any of them have not heretofore comīted done suffered executed or acknowledged nether hereafter shall comitt doe suffer execute or acknowledge any act

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<sup>4</sup> 1572/3

- 25 or acts thinge or things devise or devises conveyance or conveyances  
assuerance or assuerances wahtsoever whereby to hinder avoide destroy  
annihilate frustrate or make voide the saide estate formerly mencōned to  
be
- 26 granted by the said Richard Layland thelder to the said James Rayner and  
his assignes of the said Close & premisses of the estate thereof & therein  
hereby released & confirmed to him the said James Rayner and his  
assignes
- 27 or otherwise to charge pplex or incumber the same with any maner of  
charge trouble or incombrance whatsoever And like wise that they the  
said Richard Layland thelder Thomas Layland and Richard Layland  
yonger and
- 28 everie of them and their severall heires shall and will at all tymes hereafter  
during the space of seaven yeares now next comeing at and upon the  
reasonable request costs and charges in the lawe of him the said
- 29 James Rayner or his assignes made doe knowledge execute and suffer or  
cause to be made doe knoweldged executed & suffered all and everie  
such further and other act and acts thinge and things assuerance &  
assuerances
- 30 conveyance and conveyances in the law whatsoever for the further better  
more cleare pfect and absolute assuering suertie & suermaking and  
conveyinge of the said close and premisses to the said James Rayner &
- 31 his assignes for all the residue of the said terme Be it by fyne feoffment  
recoverie with single or double voucher or vouchers deed or deeds  
indented and enrolled or not enrolled release confirmacōn with
- 32 warantie against everie of them the said Richard Layland thelder Thomas  
Layland and Richard Layland yonger and their severall heires or by all or  
any of thesaid waies or meanes or by any other waies or
- 33 meanes as by the said James Rayner or his assignes of all or any the  
premisses shalbe reasonably devised advised compelled or required to  
alwaies that they the said Richard Layland thelder Thomas Layland and
- 34 Richard Layland yonger nor any of them nor their heires be not compelled  
to travell for the doeinge or executing thereof further or out of the Countie  
of yorks of the counties of the citie of yorke **And**
- 35 lastly the said Richard Layland thelder Thomas Layland and Richard  
Layland yonger doe covenant promise and grannt to and with the said  
James Rayner his heires and assignes and everie of them by these
- 36 presents for the consideracōns aforesaide that all and everie fyne feoffment  
or other assuerance or conveyance whatsoever heretofore had made or  
executed of the premisses or hereafter to be hade made or executed

37 thereof whereunto they or any of them have bene are or shalbe parties  
 shalbe and [?envre]<sup>5</sup> and soe shalbe [?indged]<sup>6</sup> denied declared  
 constricted and expounded to bee and [?envre] to the onely use and  
 behoofe of the said James Rayner

38 and of his executors and assignes duringe all \the residue/ of the said terme  
**In Wytness** whereof the parties abovesaid have to both parts of these  
 Indentures interchangeably putt their hands and Sealles dated the

39 day and yeare first above written

40 {mark} SigĪn p<sup>r</sup>sñ Jacobi Rayner

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{Dorse}

41 Salisbury fields

42 in Kilnsay

43 14<sup>th</sup> ap<sup>r</sup>. 19<sup>th</sup> Ja<sup>n</sup>.

44 Laylands to Rainer

45 Rel<sup>e</sup> of their

46 right to Salisbury

47 Close

48 <sup>7</sup>Rd: Layland the old<sup>r</sup> Tho: & Rich: Layland

49 the young<sup>e</sup> their release to James Rainer

50 <sup>8</sup>Read sealed and deli<sup>v</sup>ed

51 in th<sup>e</sup> p<sup>r</sup>sence of

52 Rei: Monckes

53 Ra: Baines

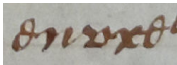
54 Richur Coldcolls

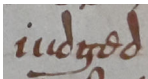
55 Edward Warde

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<sup>7</sup> change of handwriting

<sup>8</sup> change of handwriting