

Transcription : YAS DD107/ un-numbered item (#7)

Indenture – John & Anne Waddilove, and John Abbotson, 1742

Transcribed from photocopy of original document

Single sided folio

Condition – good ; a couple of words need checking on original document at Archive, on Dorset

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- 1 **This Indenture** made the Seventh day of April In the Year of our Lord One Thousand Seven Hundred and Forty Two **Between** John Waddilove now or
- 2 or¹ late of Coniston in the parish of Burnsall and County of York Yeoman and Anne his Wife formerly the Wife of Thomas Settle late of the same Yeoman deceased of the one part
- 3 and John Abbotson of North Coat within the parish of Burnsall aforesaid Yeoman of the other part **Whereas** the said John Waddilove having severall affairs and Business to Settle in the
- 4 Kingdom of Ireland (where he has for Two or Three Years last resided) is obliged on that account Shortly to return thither again in order to Settle the Same and that the said Anne his Wife
- 5 shall have a Sufficient Maintenance allowed her in the mean Time to Live upon it is hereby mutually agreed by and Between the said John Waddilove and the said Anne (and
- 6 particularly she the said Anne doth hereby condescend and agree to accept thereof Testified by her being made a party to these presents and her Signing and Sealing the Same in Lieu and
- 7 Satisfaction of Meat Drink Cloath and all other necessaries) That she the said Anne shall during her and the said John Waddiloves Joynt Lives have Settled in Trust for her as is herein -
- 8 - after mentioned not only one Annuacy of Ten pounds a Year to be Issuing and payable to her out of the premisses herein after mentioned and appointed for that purpose But also
- 9 Two Roomes part of the Messuage or dwelling above hereinafter mentioned to Inhabit or dwell therein to which she has agreed Testified as aforesaid **Now this Indenture**
- 10 **therefore Witnesseth** that as well in pursuance of the said Agreement as of the Sum of Five Shillings of good and Lawfull Money to the said John Waddilove in hand paid
- 11 by the said John Abbotson at or before the Execution hereof the receipt whereof he the said John Waddilove doth hereby acknowledge and thereof doth hereby acquitt and discharge

¹ Sic

- 12 the said John Abbotson he the said John Waddilove **hath** Granted Demised Bargained and Sold and by these presents Doth Grant demise Bargain and Sell unto the said John
- 13 Abbotson his Executors administrators and assigns **All** that Messuage or dwelling House wherein the said Anne doth now dwell and also all and Singular the outhouses
- 14 Edificies Barnes Buildings Folds Gardens Orchards Lands Closes Grounds pieces and parcells of Land Reigns Balks Hedges Walls Ditches Feedings Pastures pasture Grounds
- 15 Sheepgates Cattlegates Beastgates (with the Soil and Ground thereof) Commons Moors Wastes Waste Grounds Common of pasture and Turbary Ways passages Waters Water-
- 16 Courses Liberties priviledges Easements Hereditaments and appurtenances whatsoever to the said Messuage or dwellinghouse belonging **or** in any wise appurtaining or to or
- 17 with the same or any part thereof now or heretofore demised used Enjoyed or occupied or accepted reputed had taken or known to be part parcell or member thereof or
- 18 Incident appendant or appurtenant thereunto in whose Tenures or Occupations soever the same or any of them now are or be All which said Tenements and premisses are
- 19 Situate lying and being in the Township or Territorys of Coniston aforesaid or within the parish of Burnsall aforesaid and were late the Inheritance of the said Thomas
- 20 **Settle And** the reversion and reversions remainder and remainders rents Issues and profits of the said Tenements and premisses and also all the Estate right Title Interest
- 21 power and Equity of redemption Claime and demand whatsoever both in Law and Equity of him the said John Waddilove of in and to the said Tenements and premisses
- 22 and every or any part thereof **To have and to hold** the said Messuage or dwelling House Barnes Buildings Lands Tenements and Hereditaments
- 23 hereinbefore mentioned to be hereby Granted with the appurtenances unto the said John Abbotson his executors administrators and assigns from henceforth for and during the Term of
- 24 Thirty years If the said John Waddilove and Anne his wife shall so long jointly Live Upon the Trusts and for the Ends Intents and purposes hereinafter mentioned and declared of and
- 25 concerning the same that is to say that he the said John Abbotson his Executors administrators and assigns shall and will permitt and suffer the said Anne and her assigns from henceforth to
- 26 hold possess and enjoy to her and their own use and Benefitt the Two Roomes in the said Messuage called or known by the Names of the Two parlours clear of all Taxes or assessments for and

27 during so long Time of the said Term as they the said John Waddilove and Anne shall jointly Live and also during that Time shall and will permitt and suffer the said Anne and her said assigns

28 to receive and take one annuity or yearly rent of Ten pounds of Good and Lawfull money to be Issuing and going out of all and singular the said Tenements and premisses hereinbefore

29 mentioned to be hereby Granted (Except out of the said Two Roomes) with the appurtenances and to be paid to her or unto such other person or persons and for such uses Intents and purposes as she the

30 said Anne alone and without the said John Waddilove her Husband notwithstanding her said coverture by any Writing or Writings under her hand shall from Time to Time direct and appoint at

31 or on Four severall days or Times in the Year that is to say on the First day of May the First day of August the first day of November and the first day of February

32 Yearly during the continuance of the said Term by even and equal portions the first payment thereof to begin on the First day of May next discharged clear and Free of and from all Taxes

33 charges and deductions whatsoever and to the Intent that the same yearly rent of Tenpounds as may be disposed of and applyed to and for the sole peculiar separte use and benefitt of the

34 said Anne and for her meat Drink apparel and other necessaries or otherwise as she shall think Fitt and may not be subject or lyable to the controul Debts Engagements or Intermedling of the said John

35 Waddilove her husband It is hereby declared by the said parties hereunto that the Receipt or receipts of the said Anne alone under her hand or as such person or persons as she shall so appoint to

36 receive the Same as aforesaid shall notwithstanding her said Coverture from Time to Time be a Sufficient discharge unto the said John Abbotson his Executors administrators and assigns for

37 so much money as shall therein be acknowledged or Expressed to be paid **And** also upon Trust to permitt the residue of the said Rents and profits of the said Tenements and premisses (Except of the

38 said Two Roomes) so Granted to him for the said Term of Thirty Years over and above the said yearly rent of Ten pounds to be received by the said John Waddilove and his assigns

39 during the Joint Lives of him and the said Anne his Wife **And** upon this Further Trust that if the said Yearly rent of Ten Pounds shall happen to be in Arrear or unpaid by the space of

40 Ten days next after any of the said days or Times wheron the Same is above hereby appointed to be paid It shall and may be Lawfull to and for the said John Abbotson his Executors

41 administrators or assigns or any of them from Time to Time so often as it shall happen to be unpaid to enter into and upon the said premisses so charged therewith or any part thereof and distrain

42 for the same and the Distress and Distresses so from Time to Time found and taken to lead drive take and carry away and the same to Sell and dispose of as the Law directs for \and/ in discharge and

43 payment of the said rent of Ten pounds and all arrearages thereof with costs and charges of making such distress or distresses and keeping and Selling the same
And It is hereby

44 further declared by \ and between the said John Waddilove and Ann his ^{^wife^} / that the said John Waddilove or his Executors or administrators or his or their or any of their Goods or Chatells shall not at any Time hereafter be Subject

45 or lyable to the Debt or Debts of the said Anne his Wife hereafter to be contracted by her to any person or persons whatsoever but that she is to pay the same her self or by her order anything abovesaid to the

46 contrary thereof notwithstanding **And** the said John Waddilove for himself his Heirs Executors and administrators doth hereby Covenant promise and agree to and with the said John Abbotson his

47 Executors administrators and assigns that the said Tenements and premisses aforesaid with their appurtenances shall remain continue and be to the Severall uses upon the Trusts Intents and purposes

48 hereinbefore mentioned Limited and declared and that it shall and may be Lawfull to and for the said John Abbotson his Executors administrators and assigns from henceforth from Time to Time to

49 receive and take the rents Issues and profits of the said premisses and pay and apply the Same to and for the Trusts and purposes aforesaid during the continuance of the said Term without any Lawfull

50 Lett Suit Trouble Interuption or disturbance of him the said John Waddilove his Heirs Executors or administrators or any other person or persons whatsoever claiming or to claime by

51 from or under him them or any of them and that he and they or any of them shall upon request but at his own proper Costs and charges make do and Execute all and every such further assurance and

52 assureances in the Law as the council of the said John Abbotson his Executors administrators or assigns shall in such case advise devise or require for the better and more perfect Granting corroberating and

53 assuring the said Tenements and premisses with their appurtenances To the Severall uses upon the Trusts and to and for the Severall Intents and purposes hereinbefore mentioned Limited and declared

54 **In Witness** whereof the said parties to these presents have hereunto Interchangeably

55 Sett their Hands and Seals the day and year above Written

56 *{signatures}* John Waddilove. Anne \The mark of/ X Waddilove. John Abbotson

{Dorse}

59 Sealed and Delivered (being first Written on

60 Tribble Sixpenny Stamp parchment) In

61 the presence of us.

62 *{Signatures}* Anth:º Simondson.

63 J W: Alcock }

64 W^m Buck } Sworn

{change of handwriting}

65 A Memorial of the within written Deed

66 was Registered at Wakefield the Fourteenth

67 day of May Seventeen Hundred Forty

68 and Two at Four in the Afternoon In

69 Book P P page 392. and Number 5/3

70 *{signature}* R D Bens Deputy Register

{change of handwriting}

71 Be it Remembred That before the Sealing and delivery of these Presentes

72 it was further agreed by and between all the parties to the within Written Deed

73 That in Case the within named Anne Waddilove shall happen to Dye before

74 the within named John Waddilove he the said John Waddilove his Executors

75 Administrators or Assigns shall and will pay unto the within named John

76 Abbotson the Sum of Five pounds for and towards defraying the Expences

77 of the funeral of her the said Ann Waddilove and for No payment to be

78 Received Deducted or ra'sed out of the Rents Issues and profitts of the

79 Premises within and will Permitt the said Ann to have a Convenient

80 place during the Term w^{ithin} [?--] the [?--]²

81 Peats or fire blding in.

82 Witness *{signatures}* John Waddilove

83 Anth:º Simondson

84 J W: Alcock. Anne \The mark of/ X Waddilove

85 W^m Buck. John Abbotson

² Crease hides word here