

Yorkshire Archaeological Society - DD107/un- numbered item (#9)
Indenture – Roger Ward & Charles Nowell, 1726

Transcribed from photocopy of original document

Single-sided single folio

Condition – good

-
- ¹ **This Indenture** made the Thirteenth day of September In the Year of our Lord One Thousand Seaven hundred Twenty and Six and in the Thirteenth Year of the Raigne of
- ² our Sovereigne Lord George by the Grace of God over Great Britain France and Ireland King defender of the Faith and **Between** Roger Ward of Cappleside within the Townshipp
- ³ of Rathmell and parish of Gigleswicke in the County of Yorke Gentleman of the one part And Charles Nowell of Cappleside aforesaid Gentleman of the other part
Witnesseth
- ⁴ that the said Roger Ward for and in consideraçon of the full and just sūme of Twenty One pounds of Lawfull Brittish Money to him in hand paid by the said Charles
- ⁵ Nowell att or before the Execucōn of these p'sents the receipte whereof he the said Roger Ward doth hereby acknowledge and also for and in consideracōn of the aññal or
- ⁶ Yearly rents Covenants and Agreements herein hereafter mencōned specified and reserved and which on the part and behalfe of the said Charles Nowell his Extors Admōrs
- ⁷ And Assigns are and ought to bee paid done observed and performed **Hath** demised Granted Sett and to Farme letten and by these p'sents doth demise Grant Sett and to Farme
- ⁸ lett unto the said Charles Nowell his Extors Admōrs and Assigns **All** that Mesuage Farme or Tenement with the Appurtençes of him the said Roger Ward scituate lying and being
- ⁹ within the Townshipp of Coneystone cum Kilnsey within the parish of Burnsey¹ and said County of Yorke and comōnly called or knowne by the name of Northcoate now in the possession of one
- ¹⁰ Thomas Boulton Together with all and singular Houses Outhouses Edifices Barns Buildings Folds Fronts Yards Backsides Orchards Gardens Closes Inclosures and parcells of Arable Meadow
- ¹¹ and pasture ground Moors Wasts Mosses Comōns Comōn of pasture and Turbary ways waters watercourses rights Liberties priviledges advantages and Appurteñces whatsoever unto the s^d
- ¹² Mesuage Farme or Tenement belonging or in any wise appertaining or therewithall now or comōnly used occupied or enjoyed **To have and to hold** the said Mesuage Farme

¹ Sic

- ¹³ or Tenement Closes Inclosures and parcels of Arable Meadow and pasture ground and all and singular other the p^rmes herein before mencōned and intended to bee hereby demised
- ¹⁴ with the Appurteñces unto the said Charles Nowell his Extors Admōrs and Assigns from the Twenty Fifth day of March next ensueing the date of these p^rsents for and during and
- ¹⁵ untill the full end and Terme of Twenty One Years from thenceforth next ensueing and fully to bee compleate finished and ended **Yeilding** and paying therefore yearly and every year
- ¹⁶ during the said Terme of Twenty One Years hereby granted unto the said Roger Ward his Heirs and Assigns the clear Anñall or yearly rent or Sūme of Fourty Five pounds
- ¹⁷ of Lawfull Brittish money att and upon the Four most usuall Feasts or days of payment In the year, (that is to say) upon the Feast of S^t John the Baptist, the Feast of S^t Michael the
- ¹⁸ Arch Angell, the Nativity of our Lord Christ and the Annuciacōn of our Blessed Virgin Mary by even and equall porcōns without any manner of deduccōn defalcacon or abatement whatsoever
- ¹⁹ to bee made for the same for or upon Account of any Taxes Assessments Outpayments or Imposicōns whatsoever erither Ordinary or Extraordinary or otherwise howsoever The First payment
- ²⁰ to beginn and be made att and upon the Feast of S^t John the Baptist next ensueing the date hereof and also **Yeilding** and paying unto the said Roger Ward his Heirs and Assigns yearly
- ²¹ and every year during the said Terme Twenty One Bushells of good sound Oat Meal and one Settle peck of Groats or Shilling according to the Measure used in that Neighbourhood att and upon
- ²² every Eleaventh day of November or as soon after as the said Roger Ward his Heirs or Assigns shall demand or desire the same **And** the said Charles Nowell hereby for himself his Heirs Extors
- ²³ Admōrs and Assigns and every of them doth hereby covenant promise and Agree to and with the said Roger Ward his Heirs and Assigns by these p^rsents that hee the said Charles
- ²⁴ Nowell his Extors Admōrs or Assigns or some of them shall and will well and truely pay \ & deliver / or cause to bee paid \ & deliṽred / unto the said Roger Ward his Heirs or Assigns as well the said clear Anñall or
- ²⁵ Yearly rent or Sūme of Fourty Five pounds of Lawfull Brittish Money as also the said Twenty One Bushells of good sound Oat Meal and one Settle pecke of Groats or Shilling att and upon the s^d
- ²⁶ severall and respective days or times herein before mencōned for payment and delivery thereof yearly and every year during the said Terme without any manner of deduccōn or abatem^t.

- 27 whatsoever according to the true intent and meaning of these p^rsents **And** further also that hee the said Charles Nowell his Excors Adm^ōrs and Assigns shall and will from time to time
- 28 and att all times thereafter during the said Terme hereby granted att his and their own proper cost and charge repair maintain uphold and keep all and singular the Houses Edifices
- 29 and Buildings standing and being in and upon the said hereby demised p^rm^ēs or any part thereof in good and Tenantable repair with Moss Mortar and glass when where and as often as
- 30 need or occacōn shall be or require and att the end or expiracōn of the said Terme shall and will yeild and deliver up the same so repaired together with all and singular other the s^d hereby
- 31 demised Lands and p^rm^ēs peaceably and quietly unto the said Roger Ward his Heirs or Assigns **And** further also that hee the said Charles Nowell his extors adm^ōrs and assigns shall
- 32 not and will not during this demise sell or dispose of any of the product of the said p^rm^ēs or any Manure or Compost which hee or they shall make grow or breed from the same or upon
- 33 the said hereby demised p^rm^ēs or any part thereof but shall and will spend and lay the same upon the said p^rm^ēs or otherwise leave the said thereon at the Expiracōn of the demise And
- 34 also shall not and will not cutt down fell or destroy any Woods Underwoods or Timber Trees standing growing or being or hereafter to stand grow or be planted upon the said p^rm^ēs or any part thereof
- 35 during the said Term without the licence and consent of the said Roger Ward his Heirs or assigns (Wood for Hedge Boot and Husbandry Geers only excepted) **And** further also that hee the s^d Charles
- 36 Nowell his extors adm^ōrs and assigns shall and will yearly and every year during the said Terme att his and their own proper cost and charge find and provide Twenty Ash plants and the same
- 37 when found and provided at a seasonable time of the year sett and plant in the Hedge Rows or other convenient places of the said hereby demised p^rm^ēs and them so sett and planted to the utmost
- 38 of his and their power p^rserve nourish and defend from being destroyed by Cattle or any other accidents that may happen upon Condicōn that the said Roger Ward his heirs and assigns shall and dos yearly
- 39 pay or out of the said yearly rent allow unto the said Charles Nowell his Extors Adm^ōrs or Assigns such sūmes of Money as hee or they shall yearly lay out and expend in finding and providing such Ash
- 40 plants as aforesaid but not otherwise **And** further also that hee the said Charles Nowell his Extors Adm^ōrs and Assigns shall not and will not during their demise plow or rive up any part of certain

- 41 Closes called the lngs being part of the said hereby demised p^rmês (except one of the lngs called the Three Nooked Close) and also shall not and will not during the Three last years of this demise plow or rive
- 42 up above Five Acres in the whole in one year of any other of the said hereby demised Lands and p^rmês but shall and will forfeite and pay over and above the said yearly rent unto the s^d Roger Ward
- 43 his Heirs or Assigns the sūme of Five pounds for every Acre of the s^d lngs (except the s^d Three Nooked Close) he the s^d Charles Nowell his E^xtors Admōrs or Assigns shall plow and rive up And also the like sūme
- 44 of Five pounds for every Acre of any other of the said hereby demised Lands and p^rmês he or they shall plow or rive up during the said Three last years of this demise more than Five Acres in the year
- 45 and so proporcōnably for every greater or lesser quantity more or less than one Acre the same to be paid on such of the said rent days as shall from time to time first happen after the said respective grounds
- 46 shall be so plowed as afores^d **And** further also that hee the said Charles Nowell his E^xtors Admōrs and Assigns shall not and will not during this demise sett or lett all or any part of the said hereby demised p^rmês
- 47 to any person or persons whatsoever without the licence and consent of the said Roger Ward his Heirs or Assigns first had and obtained except unto John Abbotson of Wiglesworth {sic} Hall yeoman his E^xtors and Admōrs for whose
- 48 use the s^d Charles Nowell hath taken this Lease & demise of the s^d p^rmês and with whom itt shall and may be Lawfull to and for the s^d Charles Nowell to demise the same during the Term hereby granted upon Condi^cōn that he the s^d
- 49 John Abbotson at the Expiracōn of the s^d Terme hereby granted or other sooner determinacōn thereof yeild & deli^ver up quiet & peaceable pōssion thereof unto the s^d Roger Ward his Heirs or Assigns but unto no other person or p^usons whatsoever **And**
- 50 the said Roger Ward hereby for himself his Heirs and Assigns doth covenant promise and agree to and with the said Charles Nowell his E^xtors Admōrs & Assigns by these p^rsents that he the s^d Roger Ward his Heirs and Assigns shall
- 51 and will att his & their own proper cost and charge repair maintain uphold and keep all & singular the Houses Edifices & Buildings in and upon the s^d hereby demised p^rmês in good & Tenantable repair with Wood Sclate² and Stone from time to
- 52 time during the said Term and that it shall and may be Lawfull to & for the s^d Charles Nowell E^xtors Admōrs and Assigns upon paym^t and p^uformance of the rents Coven^s & agreem^{ts} herein before mencōned which on his & their part &
- 53 behalf are to be paid done p^uformed peaceably & quietly to have hold use occupy & enjoy all & singular the p^rmês herein before mencōned with the appurteñces without th^e hindrance or molestacōn of the s^d Roger Ward his Heirs [?or Assigns] or of a [?-ny other]³ p^uson
- 54 or p^usons whatsoever **In Witnese** whereof the parties to these p^rsents have Interchangeably sett their Hands & Seals the day & year first above written

² Sic

³ 2 holes in document taking out text

⁵⁵ Signed sealed & deliv^red (the words & deliv^r & deliv^red } Richard Abbotson
⁵⁶ being first duely Interlined) in the p^rsence of us } John Batty
⁵⁷ {signature} Edw: S[?-h-]jell
