

Then

or the Executors Administrators or Assigns of such Survivor upon the Trusts and for the Purposes in the said Marriage Settlement expressed the sum of two thousand pounds with Interest for the same after the rate of five pounds for one hundred pounds for a year upon the Twentieth day of December then next ensuing they the said William Withers and Richard Garland their Heirs or Assigns would at the Request and Charge of the said Thomas Cornforth his Heirs or Assigns reconvey and assure the said thereby granted and released Hereditaments and Premises with the Appurtenances unto the said Thomas Cornforth his Heirs or Assigns or to such other person or persons as he or they should appoint freed from all Incumbrances by the said William Withers and Richard Garland their Heirs Executors Administrators or Assigns **And whereas** by Indentures of Lease and Release bearing date respectively the Twentieth and Twenty first days of June in the Year of our Lord one thousand seven hundred and eighty two and made or expressed to be made between the said Thomas Cornforth of the one part and the said Elizabeth Wycliffe of the other part the said Thomas Cornforth having occasion for the further sum of one thousand pounds had requested the said Elizabeth Wycliffe to lend him the same upon a Mortgage of the Hereditaments therein and herein above mentioned subject to the Mortgage to the said William Withers and Richard Garland which she had agreed to do it was by the Indenture of Release now in recital Witnessed that in pursuance of such Agreement and in Consideration of the sum of one thousand pounds paid to the said Thomas Cornforth by the said Elizabeth Wycliffe he the said Thomas Cornforth did grant bargain sell release and confirm unto the said Elizabeth Wycliffe (in her actual Possession then being by virtue of the said Indenture of Lease of the Twentieth day of June) and to her Heirs and Assigns All those the said Messuages Dwelling Houses Tenements Hereditaments and Premises above mentioned to have been granted and released by the Indentures of Lease and Release first herein recited by the same particulars and Descriptions as are in the last mentioned Indentures and herein before specified and contained with all and every the Appurtenances thereto belonging and all the Estate Right Title Interest and Equity of Redemption of him the said Thomas Cornforth therein and thereto To hold the same unto and to the use of the said Elizabeth Wycliffe her Heirs and Assigns for ever subject to the said therein in part recited Indentures of Lease and Release and the estate and interest thereby granted or limited to the said William Withers and Richard Garland and also subject to a Proviso in the now recited Indenture of Release contained purporting that if the said Thomas Cornforth his Heirs Executors Administrators or Assigns should pay or cause to be paid unto the said Elizabeth Wycliffe her Executors Administrators or Assigns the sum of one thousand pounds with Interest for the same after the rate of five pounds for one hundred pounds for a year upon the Twentieth day of December then next ensuing the said Elizabeth Wycliffe would at the Request and Charge of the said Thomas Cornforth his Heirs or Assigns reconvey and assure the said Hereditaments and Premises with the Appurtenances unto the said Thomas Cornforth his Heirs and Assigns or to such other Person or Persons as he or they should appoint freed from all Incumbrances by the said Elizabeth Wycliffe her Heirs Executors Administrators or Assigns as in and by the said several in part recited Indentures of Lease and Release and the Deeds and Writings in the said Indenture of Release of the Twentieth day of June one thousand seven hundred and eighty two recited and above mentioned may on Recourse thereto respectively had more fully appear **And whereas** the said Principal sum of two thousand pounds was not paid by the said Thomas Cornforth on the day limited by the Proviso of the said in part recited Indenture of Release of the Twentieth day of June one thousand seven hundred and eighty two to the said William Withers and Richard Garland whereby their estate and interest thereby granted in the said mortgaged Premises became absolute in Law Not was the said Principal sum of one thousand pounds paid by the said Thomas Cornforth on the day limited by the Proviso of the said in part recited Indenture of Release of the Twentieth day of June one thousand seven hundred and eighty two to the said Elizabeth Wycliffe whereby her Estate and Interest thereby granted in the said mortgaged Premises became absolute in Law and the same Principal sum of two thousand pounds and one thousand pounds yet remain due and undischarged on the several Securities aforesaid but all Interest for the same respectively hath been paid and satisfied by the said Thomas Cornforth up to the day of the date of these Presents **And whereas** the said Thomas Cornforth being now prepared to pay in the said several Principal sums of two thousand pounds and one thousand pounds and having given previous Notice to the said William Withers and Richard Garland and to the said Elizabeth Wycliffe of his intention so to do the said William Withers and Richard Garland with the Privity and Consent of the said Thomas Barker and Lucy his Wife and the said Elizabeth Wycliffe have respectively to accept and take the same and in Consideration thereof to reconvey according to their respective Estates and Interests therein the said mortgaged Premises to the said Thomas Cornforth and his Heirs as herein after mentioned **Now this Indenture Witnesseth** that in pursuance of such Agreement and for and in Consideration of the sum of two thousand pounds of lawful Money of Great Britain to the said William Withers and Richard Garland (with the Privity and Consent of the said Thomas Barker and Lucy his Wife testified by their being Parties to and executing these Presents) in hand well and truly paid by the said Thomas Cornforth at or before the sealing and delivery hereof the receipt of which sum of two thousand pounds in full of all monies due and owing to them under or by virtue of the said in part recited Indentures of Lease and Release of the Twentieth and Twenty first days of June one thousand seven hundred and eighty two the said William Withers and Richard Garland do hereby admit and acknowledge and off and from the same and every part thereof do and each of them doth acquit release and discharge the said Thomas Cornforth his Heirs Executors Administrators and Assigns and every of them for ever by these Presents and also in Consideration of the sum of one thousand pounds of like lawful money to the said Elizabeth Wycliffe in hand at the same time paid by the said Thomas Cornforth the receipt whereof in full of all Monies due and owing to her under or by virtue of the said in part recited Indentures of Lease and Release of the Twentieth and Twenty first days of June one thousand seven hundred and eighty two she the said Elizabeth Wycliffe doth hereby admit and acknowledge and off and from the same and every part thereof doth acquit release and discharge the said Thomas Cornforth his Heirs Executors Administrators and Assigns and every of them for ever by these Presents they the said William Withers and Richard Garland have and each of them hath bargained sold and released and by these Presents do and each of them doth (with such privity and consent of the said Thomas Barker and Lucy his Wife and so testified as aforesaid and according to the estate and Interest of them the said William Withers and Richard Garland in the Premises) bargain sell and release and the said Elizabeth Wycliffe according to her Estate and Interest in the Premises hath bargained sold and released and by these Presents doth bargain sell and release unto the said Thomas Cornforth in his actual Possession now being by virtue of a Bargain and Sale to him the use made by the said William Withers and Richard Garland and the said Elizabeth Wycliffe in Consideration of five shillings apiece for one year by Indenture bearing date the day next before the day of the date of these Presents and by force of the Statute made for transferring uses into Possession and to his Heirs and Assigns **All those** the said Messuages Dwelling Houses Lands Tenements Hereditaments and Premises hereinbefore particularised and described and in and by the said several in part recited Indentures of Lease and Release of the nineteenth and twentieth days of June one thousand seven hundred and eighty two and Twentieth and Twenty first Days of June mentioned or intended to be granted and released to the said William Withers and Richard Garland and the said Elizabeth Wycliffe respectively with all and every the Rights Members and Appurtenances thereto belonging and the Reversion and Reversions Remainder and Remainders unto Issues and Profits thereof and also all the Estate Right Title Trust Interest Property Claim and Demand whatsoever both at Law and in Equity of them the said William Withers and Richard Garland and of her the said Elizabeth Wycliffe and of each of them respectively therein and thereto together also with the said several in part recited Indentures of Lease and Release and all other Deeds Evidences and Writings now in the Custody or Power of them the said William Withers and Richard Garland and of the said Elizabeth Wycliffe or any of them relating to the Title of the said hereby bargained sold and released Hereditaments and Premises or any part thereof **Do have and to hold** the said Messuages Dwelling Houses Lands Tenements Hereditaments and Premises herein before mentioned or intended to be hereby bargained sold and released with the Appurtenances and the Reversion and Reversions Remainder and Remainders thereof unto the said Thomas Cornforth his Heirs and Assigns **To the only proper use and behoof** of the said Thomas Cornforth his Heirs and Assigns for ever **And** the said William Withers and Richard Garland do hereby for themselves severally and for their several Heirs Executors Administrators Acts and Deeds and not jointly or the one for the other or for the Heirs Executors Administrators Acts or Deeds of the other hereby covenant and declare with and to the said Thomas Cornforth his Heirs and Assigns that they the said William Withers and Richard Garland have not nor hath either of them done committed or willingly or willingly suffered any Act Matter or Thing whatsoever by means whereof the said Messuages Dwelling Houses Lands Tenements Hereditaments and Premises herein before mentioned or intended to be by them the said William Withers and Richard Garland bargained sold and released with the Appurtenances or any part thereof are is or may be impeached charged or incumbered in Title Charge Estate or otherwise howsoever **And** the said Elizabeth Wycliffe doth hereby for herself her Heirs Executors and Administrators covenant and declare with and to the said Thomas Cornforth his Heirs and Assigns that she the said Elizabeth Wycliffe hath not done committed or willingly or willingly suffered any Act Matter or Thing whatsoever by means whereof the said Messuages Dwelling Houses Lands Tenements Hereditaments and Premises herein before mentioned or intended to be by her the said Elizabeth Wycliffe bargained sold and released with the Appurtenances or any part thereof are is or may be impeached charged or incumbered in Title Charge Estate or otherwise howsoever **In Witness** whereof the Parties first above named have to these Presents set their hands and seals the day and year first above written

Wm Withers
Rich Garland

Thomas Barker

Lucy Barker

Elizabeth Cornforth

Wycliffe

This Indenture of four Parts

made the seventeenth Day of May in the twenty third year of the Reign of our Sovereign Lord George the third by the Grace of God of Great Britain France and Ireland King defender of the faith and so forth and in the year of our Lord one thousand seven hundred and eighty three Between William Withers of the City of York Esquire and Richard Garland of the same City Merchant of the first part Thomas Barker late of Thormanby in the North Riding of the County of York and now of the City of York Clerk and Lucy his Wife late Lucy Wycliffe Spinster of the second part Elizabeth Wycliffe of the said City of York Spinster of the third part and Thomas Cornforth of Richmond in the said North Riding of the County of York Esquire of the fourth part Whereas by Indentures of Lease and Release bearing date respectively the nineteenth and twentieth Days of June in the year of our Lord one thousand seven hundred and eighty two the Release being of four parts and made or expressed to be made between the said Thomas Cornforth of the first part the said Thomas Barker and Lucy his Wife of the second part Thomas Wycliffe of Gayles Hall in the said North Riding of the County of York Esquire of the third part and the said William Withers and Richard Garland of the fourth part The said Indenture of Release reciting a mortgage for a term of one thousand years by Indenture Tripartite bearing date the fourteenth Day of March one thousand seven hundred and twenty seven of certain new allotments of Land on Gayles Moor in the Parish of Kirby Ravensworth in the said North Riding of the County of York made by the said Thomas Wycliffe under a power contained in the Act of Parliament for the Inclosure of the said Moor and with the consent of the two surviving Commissioners acting under the said Act to the said Thomas Barker his Executors Administrators and assigns for securing the Repayment of one thousand pounds by him advanced and lent to the said Thomas Wycliffe with Interest for the same as therein mentioned And farther reciting a certain Indenture of settlement of four parts made previous to the Marriage of the said Thomas Barker with the said Lucy his Wife bearing date the twelfth day of November one thousand seven hundred and seventy eight whereby the said term of one thousand years in the said mortgaged Premises and the said principal sum of one thousand pounds secured thereon were assigned by the said Thomas Barker to the said William Withers and Richard Garland their Executors Administrators and assigns in Trust with the consent of the said Thomas Barker and Lucy his Wife or the survivor of them testified in Writing under their his or her hands or hand from time to time so often as they should see occasion to call in and replace out at Interest on such other security as therein mentioned the same principal sum of one thousand pounds in the name or name of the said William Withers and Richard Garland or the survivor of them and to pay and apply the Interest thereof for the benefit of the said Thomas Barker and Lucy his Wife and the issue of the said Marriage as therein expressed And also reciting in the said Indenture of Release that by the said Indenture of settlement of four parts the said Thomas Barker covenanted with the said William Withers and Richard Garland to assign to them on the solemnization of such marriage on the like day and subject to the like Power the further sum of one thousand pounds which would by virtue thereof become payable to him in right of the said Lucy his now Wife out of the Real and personal Estates of John Wycliffe Esquire deceased the late Father of her the said Thomas Wycliffe (who was become entitled to or interested in the same Estates or some part thereof) And also reciting in the said Indenture of Release the solemnization of the said Marriage and an Assignment by Deed Poll dated the twenty sixth day of November one thousand seven hundred and seventy eight made after the solemnization thereof by the said Thomas Barker pursuant to his said Covenant to the said William Withers and Richard Garland their Executors Administrators and assigns of the last mentioned sum of one thousand pounds And farther reciting in the same Indenture of Release that the said several principal sums of one thousand pounds and one thousand pounds then remained due to the said William Withers and Richard Garland on the several securities before mentioned but that all Interest thereon was paid by the said Thomas Wycliffe And also likewise reciting by the same Indenture of Release that the said Thomas Cornforth had contracted with the said Thomas Wycliffe for the Purchase of several hereditaments within the Townships of Dalton Trovise otherwise Gayles and East Dalton otherwise Dalton Woods including the said allotments of Land so mortgaged by the said Thomas Wycliffe to the said Thomas Barker for securing the Repayment of the first mentioned sum of one thousand pounds as aforesaid and part of the Real Estate late of the said John Wycliffe deceased charged with the Payment of the last mentioned sum of one thousand pounds and Interest and that the said William Withers and Richard Garland on the application and at the request of the said Thomas Cornforth and Thomas Wycliffe agreed to relinquish the said then existing securities for one thousand pounds and one thousand pounds and in lieu thereof to accept of a mortgage of certain Real Estates of the said Thomas Cornforth therein and herein after described for the sum of two thousand pounds and Interest And farther reciting that by a certain Indenture of Release and Assignment of eight parts bearing even date with the Indenture of Release now in recital The residue of the said term of one thousand years in the said new allotments of Land with the Appurtenances had been duly assigned by the said William Withers and Richard Garland to James Preston Esquire a Trustee nominated by the said Thomas Cornforth in Trust to attend the Inheritance thereof for the benefit of the said Thomas Cornforth as purchaser of the same and that the said sum of one thousand pounds chargeable upon the Estates of the said John Wycliffe and all Interest thereof had been by the same Indenture of eight parts duly released by the said William Withers and Richard Garland to the said Thomas Wycliffe It Wites by the Indenture of Release now in recital WITNESSETH that in consideration of satisfaction being so acknowledged by the said William Withers and Richard Garland for the said several sums of one thousand pounds and one thousand pounds and the Interest thereof and for securing the Payment of the sum of two thousand pounds (being the amount of the same two sums) and all Interest for the same to the said William Withers and Richard Garland upon the Trusts of the Marriage Settlement of the said Thomas Barker and Lucy his Wife and also in consideration of ten Shillings paid by the said Thomas Cornforth with the consent and Approbation of the said Thomas Barker and Lucy his Wife and Thomas Wycliffe Did grant bargain sell release and confirm unto the said William Withers and Richard Garland (in their actual possession then being by virtue of the said in part recited Indenture of Lease and to their heirs and assigns All that Messuage Dwellinghouse or Tenement situate and being in Ravensworth in the said Parish of Kirby Ravensworth in the County of York and all those several closes or parcels of arable meadow and Pasture Ground in Ravensworth aforesaid adjoining or lying contiguous thereto called or known by the several Names following that is to say the Lane the High Rape Field the Low Rape Field the new laid the near Oaktree Field the far Oaktree Field the Barn pasture the Bottom the long Bottom the little Bottom the two Barn Pastures the Barn Close near the Moor house Close the calf Close the old heaner the High Bottom the two Back Fields the Thistley Hill the Softa Hill the Softa Bottom the Mucke Hill the Myres the Humgram and the allotment on the Moorholme containing together by estimation Two hundred and thirty three Acres and three Roods be the same more or less then in the Occupation of Mary Wilson or her assigns Also All that Messuage Dwellinghouse or Tenement and Garth together with a Close or parcel of Meadow Ground called or known by the Name of Wilsons Close containing by estimation three Acres be the same more or less all situate in Ravensworth aforesaid and then in the Occupation of John Elgy or his assigns which said two Messuages Closes Lands and Hereditaments above mentioned (except Mucke Hill Myres and Humgram which were purchased of Margaret Condale) were formerly the Estate of John a Hosts Gentleman deceased uncle of the said Thomas Cornforth and by his Will devised to the said Thomas Cornforth Also all those two Messuages Dwellinghouses or Tenements situate and being in Ravensworth aforesaid then in the Occupation of Thorman and Thomas Haden or their assigns purchased by the said Thomas Cornforth of Mr John Harrison Also all that parcel of arable Ground situate lying and being near Ravensworth and in the Parish of Kirby Ravensworth aforesaid formerly part of and then lately inclosed from Lord Gualterly Moor in the County of York adjoining on the Lurnpeth Road leading to Gualterly in the Lands of William Melbourn Esquire on the East on the Inclosures of East Layton on the North and on the Lands of Mr Osbaldeston on the West containing by estimation thirty eight Acres be the same more or less then in the Occupation of John Wray and Christopher Wray or their assigns Also all that parcel of arable and Pasture Ground as now situate lying and being near Shurdy House in the Parish of Kirby Ravensworth aforesaid formerly part of and then lately inclosed from the High Moor containing by estimation eighty Acres be the same more or less then in the Occupation of the said Thomas Cornforth or his assigns which said two parcels of Land last mentioned were allotted and awarded in right of the several Messuages Lands and Hereditaments herein before described or some part or parts thereof Also all that Messuage Dwellinghouse or Tenement situate and being in Newsham in the said County of York with the Outbuildings thereunto belonging and also all those several closes or parcels of arable meadow or Pasture Ground in Newsham aforesaid containing together by estimation fifty Acres three Roods and six perches be the same more or less called or known by the several Names following that is to say The High Lees otherwise High Leases the Beg Close the Little and Great Byer Beck the Leach Garth the Mole Poles the two Cummerdals and an allotment in Newsham Pasture bounded on the North by the High Lees aforesaid which said last mentioned Messuage and Closes or parcels of Ground were then in the Occupation of Henry Pinney or his assigns and were purchased by the said Thomas Cornforth of the Reverend William Percock and Caleb Redshaw Esquire also all those several parcels of Ground situate lying and being in the West Field and Gallow Field near Richmond and within the Parish of Richmond aforesaid containing together by estimation fifteen Acres and an half be the same more or less which were purchased by the said Thomas Cornforth of his Grace the Duke of Northumberland and were then in the Occupation of the said Thomas Cornforth or his assigns And also all that Paddock or parcel of Meadow Ground called Boulton's Croft with a stable erected therein adjoining on the Quakers Lane near Richmond aforesaid on the South on a Paddock belonging to the Grammar or Free School of Richmond aforesaid on the East on a Paddock belonging to Mr Henry Cowling on the West and on the Gallow Field on the North and all that parcel of Meadow Ground situate lying and being in the Gallow Field aforesaid containing by estimation three Acres be the same more or less then in the Occupation of Thomas Metcalf or his assigns adjoining the Lands of Mr Henry Cowling on the South and East and East on an ancient Inclosure or Paddock on the North and on the Lands of Mr Thomas Dandys on the West which two parcels of Land last mentioned were purchased by the said Thomas Cornforth of the heirs of the late Mr Coates And also all those two parcels of Meadow Ground situate lying and being in the High and Low East Fields near Richmond and in the Parish of Richmond aforesaid containing by estimation two Acres be the same more or less adjoining on the Lands of the said Thomas Dandys on the East West North and South which said last mentioned parcels of Meadow Ground were purchased by the said Thomas Cornforth of Thomas Haden and were then in the Occupation of William Clouston or his assigns Together with all and singular the Appurtenances to the said Premises belonging and all the Estate Right Title and Interest of him the said Thomas Cornforth therein and thereto To hold the same unto and to the Use of the said William Withers and Richard Garland their heirs and assigns for ever subject to a proviso in the now reciting Indenture of Release contained purporting that if the said Thomas Cornforth his heirs Executors Administrators or assigns should pay or cause to be paid unto the said William Withers and Richard Garland or the survivor of

Signed sealed and delivered by the within
named Thomas Cornforth (being agent)
duly stamped in the Presence of _____

Thos Wright (Sworn)

Signed sealed and delivered by
The within named William
Withers (Being first duly stamped)
in the presence of ———

J. H. Wiers N.D. }
Will Gray Junr. Attorney } Both of York
at Law }

Sealed and Delivered by the within
named Eliza both Wycliffe in
the Presence of ———

In Wycliffe
 Catherine Wycliffe

Received the Day and Year first within written of and from the
within named Thomas Comforth the Sum of two thousand Pounds being } L 2000.. s. 0.
in full of the Consideration Money within expressed to be by him to
us paid As Witnefs our Hands we we we we we we ne-
witnesses as to the signing hereof By
the within named William W. Lewis &
Wm. Cothers.

Wm Withers.

Rich Garland

A Memorial of the within written Deed was Registered
at Northampton the Seventh day of June Seventeen
Hundred and Eighty three at Twelve at Noon in
Book B. X. Page 67 and Number 115

Thos. Walton
Dep^y Reg^r

signed sealed and delivered by the
within named Richard Garland
Thomas Barker and Lucy his wife
in the presence of

Will Gray Junr.

Eleanor Galtrips Servant to Mr. Becker

Attached as to the signing
 within named Richard Gardiner
 Richard Gardiner
 Received the Day and Year first within written of and from the within named
 Thomas Fox, for the sum of one thousand pounds being in full of the sum of 1000
 Consideration Money within expressed to be by him to me paid as being my part
 witnesses

John Wycliffe
Catherine Wycliffe

Eliz. W. Cliffe

Ravensoth Newham Richmond

Dated 17th May 1798

Wm. Withers Esq. & Wm. Pugh & Garland
and also Miss Wyche

to

Reconveyance

Thomas Cornforth Esq^r ne ne