

Wakefield Court Baron, before Samuel Tooker 1 Apr 1791

114 Wakefield, admission of

JOSEPH HOLDSWORTH of Westgate End in Wakefield, cloth-dresser, and JOSEPH CHIPPINDALE of Wakefield, tinner, both friends of John Gill of Brookbank *otherwise Brooksbank* in Wakefield, maltster, dec

John Gill, dec, on 11 Nov 1788 surrendered all his mess, houses, cottages, buildings, closes, lands, tenements and hereditaments and their rights, members and appurts by the hands of Richard Whitehead under his will, as in court roll of 9 Apr 1790, a probate copy of which was produced in court and a copy enrolled. He devised all his real estate at Brookbank, consisting of a mess and appurts divided in or about 1752 and occupied in several dwellings by John Turton, Thomas Fletcher, Joseph Hindson, Joseph Bugle and Widow Walker, with other estates in co Lancaster and appurts to HOLDSWORTH and CHIPPINDALE during the life of Mary Gill, his widow, on trusts as in the will. Fine: 6d. Rent: (Brookbank) 2d compounded.

Annex: will of John Gill, dec; (i) confirms that under a deed of settlement on their marriage he secured to his dear wife Mary, should she survive him, an annuity of £42 for life and also £100 within 12 months of his decease under a promissory note, to be immediately delivered to and cancelled by his execs; (ii) to HOLDSWORTH and CHIPPINDALE during the life of Mary all his real estate at Brookbank and all his leasehold estate called Greenhirst, held for lives or otherwise under the Earl of Harrington, par Ashton under Lyne, co Lancaster, with respective appurts in trust to receive the rents and profits and to pay out of them the £42 annuity and to add the residue in money to his pecuniary personal estate, provided Mary delivers the promissory note to them to be cancelled; (iii) should (ii) be fulfilled, to Mary for life the mess now in his occupation with a brew-house, coal-house, privy house, garden and other appurts and also all household goods, chattels, furniture and effects, so long as she remains his unmarried widow and occupies the mess; (iv) after the decease of Mary, to his grand-daughter Ann Holmes forever, the mess and 2 other mess and appurts at Brookbank, now in the occupation of Joseph Hebden and **John Mallinson**, with a malt-kiln, chamber, overhead granaries, stable, croft and appurts in the testator's occupation with power and right of way to the croft or malt-kiln over the garden or backside at Brookbank as has been heretofore used; (v) after the decease of Mary, to HOLDSWORTH and CHIPPINDALE 6 mess and appurts at Brookbank, now in the occupation of Joshua Scholefield, William Smith, William Legan, Widow Musgrave, Joshua Craven and James Greenwood, subject to the above right of way and passage, and also all the leasehold estate called Greenhirst in trust to sell them for the best prices as soon as convenient after his decease. The sale monies and the rents and profits in the meantime are to be added in money to his personal estate. Should Mary remarry, refuse to deliver the promissory note, or let or demise the mess devised to her, his household furniture, goods, chattels and effects including the household goods purchased from his wife's mother are bequeathed to

HOLDSWORTH and CHIPPINDALE in trust to sell and convert, along with all other personal estate, into ready money, also to be added to the personal estate; (vi) to his grandson William Holmes £20 at full age and also, for life, an annuity of £5 in equal half-yearly payments, the first payable 12 months after the end of his current term of apprenticeship. William is prohibited from dispersing the annuity under pain of it ceasing; (vii) to Ann Holmes £100, payable 2 years after his decease; (viii) to his grand daughter Mary Drinkwater £10, payable 6 months after his decease. All legacies are subject to the prior payment of all just debts and funeral and probate expenses; (ix) the trustees are to estimate the value in money of the real estate devised to Ann Holmes in remainder in fee simple and to add that to the augmented personal estate; then they are to pay this in equal third shares to his grandchildren William and Hannah Gill and Ann Holmes within 12 months after the decease of his widow Mary or of himself, whichever is the later. The intent is that their fortunes be equal in value except for the addition of £100 already bequeathed to Ann Holmes. At least £200 of William Gill's share is to be paid at full age, provided that should the grandson John Gill, heir-at-law of his father John Gill, dec intestate, die underage without issue, his brother William Gill shall inherit his estates and his share of the estate and trust monies shall be divided equally among him, Hannah Gill, Ann Holmes and Mary Drinkwater share and share alike. Should any legatees, except William Holmes, die before the testator, leaving lawful issue living at the testator's decease, their fortune or share shall pass to such issue by legal representation as if distribution were of an intestate's personal estate. Should there be no such issue, the same shall pass to the survivors equally, share and share alike, at such time as their original shares are payable; (x) HOLDSWORTH and CHIPPINDALE are appointed guardians and trustees of the estates and fortunes of the grandchildren and their children during their respective minorities, with authority in the meantime and during the life of Mary Gill to let or demise the real and leasehold estates and to manage the rents and profits. These are to be used towards the education and maintenance of the grand children and their legal representatives. No purchaser shall be accountable for the disposition of any purchase monies for the real or personal estate; payment acknowledged in writing shall be a sufficient discharge to them. The trustees may retain out of the monies or effects their reasonable costs and expenses under the trusts and are not to be answerable for more of the monies than they respectively receive, nor for the misdeeds of the other, (xi) HOLDSWORTH and CHIPPINDALE are appointed joint execs and are to make a faithful inventory of all personal estate according to law; they are thereby empowered to enter the premises. Should she accept the devise, Mary Gill is to sign a copy of an inventory of the goods devised to her for life, to be kept by the execs as evidence. Witnesses: Charles Vincent and David and Nancy Colvard, 6 Nov 1788.

Wakefield Court Baron 26 August 1791

214 Holme, surrender by the hands of Robert Lumb, 11 Mar
WILLIAM NEWTON of Stackwood Hill, drysalter, and ANN his wife (RL) to
WILLIAM MAWE of Kiveton, gent, forever

closes or parcels of land in Fulstone called Carr Wood, Hagger Royd *or Stackwood Royd*, Till Royd or *Gill Royd*, Till Royd Ing or *Gill Royd Ing*, Little and Great Western Lee, John Royd and John Royd Ing, now divided into two by a road used for conveying coals from Stackwood Hill and the field as then divided into 2 closes called the Upper and Lower Field, all being on the north-east side of a lane from Fulstone to New Mill, by survey 26 acres 3 roods 38 perches, now in the occupation of NEWTON, **George Mallinson** and Joseph Moorhouse, formerly of John Sykes and John Ely. Consideration: in indenture of covenants of even date herewith, between: 1) NEWTON, 2) MAWE. Fine and Rent: [blank] uncompounded.

Wakefield Court Baron, before Samuel Tooker 20 Jan 1792

67 Hipperholme, surrendered by the hands of William Swainson, 18 Aug 1791
HENRY HARRISON of Staple Inn, co Middlesex, esq, and REV DUDLEY ROCKETT of the city of York, clerk, and THOMAS KETTLEWELL of same, woollen-draper; trustees and execs of 2 closes or parcels of arable, meadow or pasture near Bramley Lane and Southedge Lane, tp Hipperholme, called the Little Southedge and Benjamin Close otherwise the Claybutts, by estimation 3 days' work, now in the occupation of **Joseph Mallinson**, formerly of Mary Murgatroyd, then of Robert Harrison. Consideration: in indenture of covenants of even date herewith, between: 1) HENRY HARRISON, ROCKETT and KETTLEWELL, 2) Joseph Priestley of White Windows in Sowerby, esq, 3) RICHARDSON HARRISON. Fine: 3s. Rent: Is compounded.

Wakefield Court Baron 2 Mar 1792

89 Hipperholme, admission of
JOSEPH HARDCASTLE, son of Samuel Hardcastle of Hipperholme, shoemaker, dec

Samuel Hardcastle, dec, on 9 July 1787 surrendered all his mess, lands, hereditaments and appurts in Hipperholme with Brighthouse or elsewhere in the Manor by the hands of William Swainson as under his will, a copy of which was enrolled. He devised to HARDCASTLE for life and then to the eldest son of his body or, in default of such son, to the right heirs of Samuel Hardcastle, dec, cottages and appurts then in the possession of **Abraham Mallinson**, James Milnes and Joshua Bower, with Farr Brow Close and so much of Spring Wood as lies adjoining. All are in Hipperholme. Fine: 6d. Rent: 2d compounded.

Annex: will of Samuel Hardcastle, dec; (i) to HARDCASTLE cottage and appurts then in the possession of **Abraham Mallinson**, James Milnes and Joshua Bower and a close called the Farr Brow and so much of Spring Wood as lies adjoining it; (ii) to his son Samuel Hardcastle for life and then to his eldest son or, in default of such son, to the testator's own right heirs forever 2 cottages, now in the possession of Ely

Holroyd and Widow Wood, and also a close called Near Brow and so much of Spring Wood as lies adjoining it; (iii) to his son-in-law Christopher Jolly and Betty or Elisabeth Jolly for their lives or that of their survivor and then to their eldest lawful son or, for default, to the testator's own right heirs forever 4 cottages and appurts, now in the occupation of **John Mallinson**, John and Samuel Rushworth and William Wade, subject to two annuities each of 15s to his grand-daughters Frances and Elisabeth Hardcastle for their respective lives from the end of 12 months after his decease and recoverable by distress and sale or by entry and perception of rents and profits with all costs and expenses; (iv) to Frances Hardcastle forever a cottage and appurts, now in the occupation of Joseph Green. Should she die under age without lawful issue, it is to pass to his grandchildren Richard and Elisabeth Hardcastle as tenants in common in equal moieties; (v) to Richard Hardcastle forever 2 cottages and appurts, now in the occupation of Ely Stansfield and Thomas Sledin. Should he die under age without lawful issue, it is to pass to the grand-daughters Frances and Elisabeth Hardcastle as tenants in common in equal moieties; (vi) to Elisabeth Hardcastle forever a cottage and appurts, now in the occupation of Margaret Carver. Should she die under age without lawful issue, it is to pass to the grandchildren Richard and Elisabeth [sic] Hardcastle as tenants in common in equal moieties; (vii) £5 to Mr John Carter of Hipperholme; (viii) subject to these payments and to the payment of his just debts and funeral and probate expenses, all his personal estate and the residue of his real estate and the fee simple and inheritance thereto are devised to his children and grandchildren thus; a fourth part each to HARDCASTLE, Samuel Hardcastle, Elisabeth Jolly for her own use, free from the debts or engagements of her present or any future husband and to Frances, Elisabeth and Richard Hardcastle equally divided between them share and share alike. Should any grandchild die under age and without lawful issue such shares are to be divided equally among any survivors. These constitute all of the surrendered premises of the testator in Hipperholme;

(viii) John Carter and Mr William Rushworth of Hipperholme were appointed joint execs. Witnesses: William Swainson, John Lochhead, John Lochhead junior, 9 July 1787.

Wakefield Court Baron, before Samuel Tooker

15 June 1792

191 Hipperholme, surrender by the hands of Joseph Sanderson, 28 May

CHRISTOPHER JOLLY of Houghton-le-Spring, co Palatine of Durham, joiner and carpenter, and ELIZABETH his wife (JS), formerly Elizabeth Hardcastle, spinster, being the son-in-law and daughter of Samuel Hardcastle of Hipperholme, shoemaker, dec, to JOSEPH HARDCASTLE of same, yeoman, eldest son, devisee and heir-at-law of Samuel Hardcastle, dec, forever

4 cottages with the hereditaments and appurts in Hipperholme, now in the occupation of **John Mallinson**, William Wade and John and Samuel Rushforth. Term: as they have the right or power to convey the same. Consideration: £60. Fine: 4½d. Rent: 1½d compounded.

Annex: appointment of Joseph Sanderson as understeward to accept the surrender and examine ELIZABETH. Witnesses: John Fisher, William Mane, 31 May.