

# *This Indenture* Made the twenty third day of January in the year of our Lord

*One thousand eight hundred and twenty eight Between William Lumby of Pudsey in the County of York, clothier, eldest Son and heir at law of William Lumby, late of Pudsey aforesaid, clothier, deceased intestate,*

*of the one part and John Barron of Pudsey aforesaid, corn miller, of the other part .Whereas by Indentures of Lease and Release bearing date respectively the fourteenth and fifteenth day of November one thousand and eight hundred and sixteen, the release made between Septon Dobson therein described of the first part William Walker and Margaret Dobson therein respectively described of the second part ,Joseph Musgrave and James Binns therein described of the third part, the said William Lumby of the fourth part, and George Raistrick therein described of the fifth part.*

*The Wind mill, drying kiln, cottage, garden, land and hereditaments Hereinafter described and granted and released or intended to be, were amongst others conveyed and limited to the use of the said William Lumby and his assigns during the term of his natural life, without impeachment of Waste and after the determination of that estate by any means in his lifetime to the use of the said George Raistrick and his heirs during the natural life of the said William Lumby party hereto .*

*In trust nevertheless for the Said William Lumby and his assigns and from and after the determination of the estate so limited in use to the said George Raistrick and his heirs during the natural life of the said William Lumby, party hereto. In trust as aforesaid to the only proper use and behoof of the said William Lumby party hereto his heirs and assigns forever. And whereas the said John Barron hath contracted and agreed with the*

*said William Lumby for the absolute purchase of the fee simple and inheritance possession of and in the said Wind mill cottage and dwelling house, drying kiln, garden, land ,and hereditaments hereinafter described and granted and Released or intended to be ,and confirmed amongst others in the above recited indentures and for the machinery , sails and other utensils in and belonging to the said Wind mill at the price or sum of two hundred and*

*thirty pounds Now this indenture witnesseth that in pursuance of the said agreement and for and in consideration of the sum of two hundred and thirty pounds of lawful English money to the said William Lumby in hand paid the said John Barron upon or immediately before the sealing and delivery hereof the receipt whereof ,and that the same sum of two hundred and thirty pounds Is in full for the absolute purchase of the fee simple and inheritance in possession of and in the hereditaments hereinafter described and of the machinery and utensils or thereto belonging .*

*He the said William Lumby doth hereby admit and acknowledge and of and from the same sum and every part thereof doth for ever acquit and release and discharge the said John Barron, his heirs executors administrators and assigns and the said hereditaments by those presents.*

*He the said William Lumby hath granted, bargained, sold, aliened, released and confirmed and by These presents doth grant bargain, sell, and release and confirm unto the said John Barron in his actual possession now being by virtue of a bargain and sale to him thereof made by the said William Lumby in consideration of five shillings by indenture bearing date the day next Before the day of the date of these presents for the term of one whole year Commencing from the day next before the day of the date of the said indenture of bargain and Sale and by law of the statute made for transferring uses into possession And to his heirs All that cottage and dwelling house with the drying kiln, stable and other out offices thereto adjoining and also the garden in front thereof and fenced round with a stone wall and now in the occupation of the said John Barron and situate The Greenside in Pudsey aforesaid also all that Wind mill with the plot of ground or lane extending from certain dwelling houses at Greenside in Pudsey aforesaid, In the occupation of Richard Langdale and George Walker to the said above described cottage and Wind mill and premises and at present used therewith as a road or lane thereto which said garden and site of the said Wind mill were heretofore part and parcel of a close of land called Croft Head the residue whereof is now the property of John Beaumont and which said last mentioned plot of ground or lane is part of an allotment of land awarded to the said William Lumby on the inclosure of the commons and waste lands on the township of Pudsey in respect of, amongst other hereditaments hereinbefore described, subject only to such right of frontage or right of way or road as the said John Beaumont may have or be entitled to over and along to the said last mentioned plot of ground or lane so far as the same field called Croft Head adjoins or from thereto, Together with the land and singular houses, outhouses, edifices, buildings, barns, stables, yards, gardens, roads, ways of accommodation or otherwise, paths, passages, waters, Watercourses, hedges, walls, fences, rights, liberties, privileges, Moluments, advantages, And appurtenances whatsoever to the same hereditaments and premises hereinbefore*

*Described and released or intended to be with their appurtenances unto the said John Barron his heirs and assigns to the only proper use and behoof of the said John Barron, his heirs and assigns forever. And this Indenture further Witnesseth that in pursuance of the said agreement and for the consideration aforesaid and of ten shillings to the said William Lumby In hand paid by the said John Barron upon or before the execution hereof the receipt whereof is hereby acknowledged. He the said William Lumby hath bargained sold assigned transferred and set over and by these presents Doth bargain, sell, assign, transfer, and set over unto the said John Barron his executors administrators and assigns All the machinery, tackle, sails and utensils in or about the said Wind mill hereby conveyed and used and usually enjoyed therewith as the same are now in the actual possession of the said John Barron and all the right, interest, property, benefit, advantage, claim and demand both at law and in equity of him the said William Lumby of in and to the same premises or any part thereof.*

*To have and to hold and receive and take the same machinery, utensils and premises unto the said John Barron, his executors, administrators and assigns absolutely for ever.*

*And the said William Lumby for himself, his heirs, executors and administrators doth hereby covenant, promise and agree to and with the said John Barron, his heirs and assigns in manner following that is to say that for and not withstanding any act, deed, matter or thing whatsoever by the said William Lumby or by William Lumby, his father, deceased, or Joseph Lumby, his Grandfather, deceased, or any person or persons lawfully or equitably claiming or to claim through, under or in trust for them or any of them done or suffered to the contrary.*

*He the said William Lumby \* lawfully and absolutely seized of the said cottage or dwelling house Drying Kiln, Wind mill, buildings, gardens, plots of land, hereditaments and premises hereby granted released and assigned with the appurtenances subject only to such right of frontage or road as aforesaid for an absolute and indefensible estate in fee simple in possession free from all incumbrances and that notwithstanding any such matter or thing as aforesaid, he the said William Lumby, party hereto, now hath in himself good right and absolute authority to grant release and assign the same hereditaments and premises with the appurtenances to the uses and in manner aforesaid and subject as aforesaid and also that the said hereby granted released and assigned hereditaments and premises shall and at all times hereafter remain, continue and be to, for, and upon the uses intents and purposes hereinbefore thereof limited accordingly and be peaceably and quietly held and enjoyed and the rents and profits thereof received and taken by the said John Barron, his heirs and assigns, to and for his and their own use without any let, suit, trouble, eviction,*

*interruption, claim or demand of from or by the said William Lumby or any person or persons lawfully claiming or to claim through, under or in trust for him or the said William Lumby, his father, deceased, or the said Joseph Lumby, his grandfather, deceased, or any of them that freely and clearly acquitted, exonerated and discharged or otherwise will and sufficiently exonerated and discharged \* and indemnified against all former and other gifts, grants, bargains, sales, leases, mortgages, jointures, \*owers, estate titles, debts, changes and incumbrances whatsoever done, executed, or suffered by the said William Lumby, party hereto, William Lumby the father, deceased, or Joseph Lumby the grandfather, deceased, and all other person or persons lawfully or equitably claiming or to claim through, under or in trust for them or either of them.*

*And further, That he the said William Lumby and his heirs and all other person or persons lawfully claiming any estate, right, title, trust or interest in law or equity in, to or out of the said buildings, lands and hereditaments hereby granted, released and assigned or any part thereof through, under or in trust for him or the said William Lumby, his father, deceased, or the said Joseph Lumby, his grandfather, deceased, shall and at all times hereafter, upon every reasonable request and at the proper expense of the said John Barron, his heirs or assigns, make, do, and execute and cause and procure to be made done all such further and other reasonable acts deeds conveyances and assurances in the law whatsoever for more perfectly and absolutely conveying and assuring the said hereby granted, released, and assigned hereditaments and premises with the appurtenances to the use of the said John Barron, his heirs and assigns subject to such right of frontage or road as aforesaid, as by the said John Barron, his heirs and assigns, or his or their counsel in the law shall be reasonably devised or advised and required, and whereas the several deeds, papers and writings mentioned in the schedule hereunder written and which relate to the said hereditaments and premises hereinbefore described are now in the custody or possession of the said William Lumby by reason of these relating to other property of greater value but it has been agreed between the said parties hereto, that the said William Lumby shall enter into the covenant hereinafter contained for production thereof.*

*Now this indenture further witnesseth that in issuance of the said agreement and in consideration of the premises, he the said William Lumby for himself, his heirs, executors and administrators doth covenant, promise and agree with and to the said John Barron his heirs and assigns that he the said William Lumby, his heirs and assigns, shall and will from time to time, and at all times hereafter unless prevented by fire or other inevitable accident, upon every reasonable request and at the expense and charges of the said John Barron, his heirs or assigns, produce and shew forth and*

*cause and procure to be produced and shewn forth unto him, the said, John Barron, his heirs or assigns, or his or their counsel, attorney or agent or at any trial or hearing, in any court of law or equity or before any arbitration or commissioners, in the execution of any commission for the examination of witnesses in England as occasion may require the several deeds papers and writings mentioned in the schedule hereunder written and shall and will permit the same to be perused and examined and shall and will at the expense of the said John Barron, his heirs or assigns, cause copies or a extract thereof to be made and taken and permit the same to be examined with the originals and attested for the better evidencing, maintaining, and proving the title of the said John Barron, his heirs or assigns, to the hereditaments so conveyed to him as aforesaid and also shall and will in the meantime keep and preserve the said deeds evidences and writings safe, undefaced, uncanceled, damage by fire or other inevitable accident only excepted. In writings whereof the said parties to these presents have witnessed their hands and seals the day and year of first above written.*

## *The Schedule hereinbefore Referred to*

*17<sup>th</sup> May 1784*      *By Indenture of this date made between the said William Lumby of Pudsey aforesaid, clothier, deceased, of the one part and John Binns of Heaton in the parish of Bradford in the said county, Yeoman, of the other part.*

*3<sup>rd</sup> May 1787*      *By another Indenture of this date made between the said William Lumby, deceased, of the one part and the said John Binns of the other part.*

*31<sup>st</sup> August 1791 By another Indenture of this date made between the said William Lumby, deceased, of the one part and the said John Binns of the other part.*

*28<sup>th</sup> February 1792 Indenture of this date made between the said William Lumby, deceased, of the one part and the said John Binns of the other part.*

*12<sup>th</sup> November 1816 Indenture between \* of the one part and the said William Lumby of the other part being a deed of covenant for production of title deeds.*

*14<sup>th</sup> and 15<sup>th</sup> November 1816 Indentures of Lease and release hereinbefore recited.*

*28<sup>th</sup> June 1822 Indenture of premise between the said William Lumby of the one part, party hereto, of the one part and William Battye of the other part.*

*22<sup>nd</sup> January 1824 Indenture of assignment between the said William Battye of the first part, the said William Lumby, party*

*hereto, of the second part and John Bromit of the third part.*

*21<sup>st</sup> January 1828 Indenture between the said John Bromit of the one part and the said William Lumby, party hereto, of the other part being a surrender of the mortgage term.*

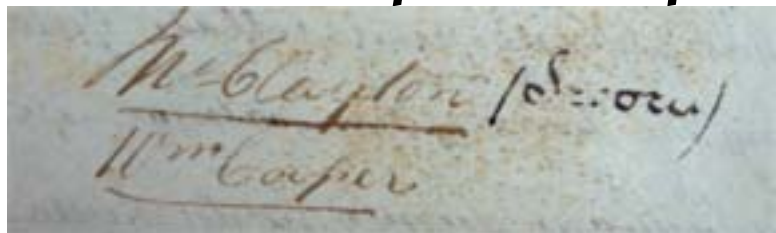


*Signed sealed and delivered by the within named William Lumby, being first duly stamped in the presence of*



*Sworn W. Lumby John Pursey  
Charles Mops*

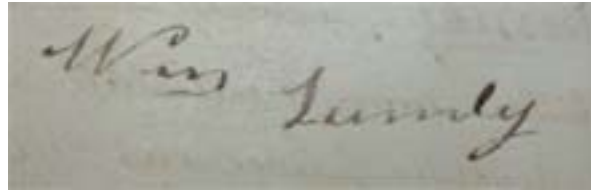
*Signed sealed and delivered by the within named John Barron in the presence of*



*John Barron Sworn  
Wm Cooper*

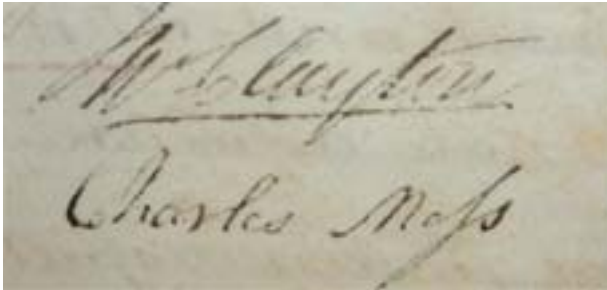
*Received the day and year within written of and from the within named John Barron the sum of two hundred and thirty pounds being the consideration money within mentioned to be paid by him to me- as witness my hand.*





Wm. Lundy

*Witnesses*



Wm. Lundy  
Charles Mops

*Manorial of the within written deed was registered at Wakefield the fifth day of February Eighteen Hundred and Twenty Eight near twelve o'clock in book KE, page 139 and number 136*

*Conyers Gale Dep'y.*

