

Extract from the Title deeds of James Beaumont Esquire
relating to "Brookside" and "How Brookside" in Arundel -

Freehold deeds -

May 1662 - Indenture of this date made between Francis Smith and Margaret his wife
on the one part and John Smith of the other part -

Of (inter alia)

"Also How Brookside and a half and one half acre in
another strip of pasture at the said Arundel called the "Brookside"
and such soyle rate and part of cattlegate Shepigate Turbarie
and other profits and commodities therein and thereupon as
now doth or hereafter by division and all shall belong
or appertain to the half of $\frac{2}{3}$ and the third part of a
part ancient part in Arundel aforesaid according to the
order of neighbourhood there now used or hereafter to be
used -

To hold the same with the appurtenances unto the said John Smith his
heirs and assigns.

To the use proper use and behoof of him the said John Smith his
heirs and assigns for ever.

yielding and paying therefore yearly unto the Chief Lord and
Lords of the fee and fees to their heirs and assigns for ever the
sum of $\frac{7}{10}$ at such days and times as the same hath been
accustomed to be paid. And likewise doing and performing all
such other dues and duties as heretofore have been done or hereafter shall
grow due for and in respect of the premises hereby bargained and
sold or for and in respect of some parts or parts thereof -

5th March 1680 - Indenture made Between John Pilern and Ralph Buck on the one
part and Robert Ledgwick on the other parts -

Of.

All those five hallgates or headgates or so many hallgates
or headgates as shall or do appertain or belong to eight
Shillings and seven pence ancient rent in and upon one
inclosed Shute pasture called the "bowblow" or fast Meas
belonging to Arneliffe aforesaid together with all the liberties
priviledges profits and commodities whatsoever belonging
the same as now is or shall hereafter allotted to any
freeholder tenant or occupier of any lands or tenements
within Arneliffe aforesaid for the like ancient rent of eight
Shillings and seven pence or in parity if the said Pasture
be otherwise divided or shall hereafter happen to be divided.

To hold the same unto the said Robert Ledgwick his heirs executors
administrators and assigns forever -

To be holden of the chief Lord or Lords of the fee or fees of the
premises by him the said Robert Ledgwick his executors administrators
and assigns and every of them for good paying all gelds and taxes
for ^{the} ~~the~~ same to grow due and payable for the same -

26th January 1681. Indenture of this date made between John Gibson and Ralph
Buck of the one part and Thomas Foster of the other part.

Of

All that one whole haltingate or so much pasture and
tenure of pasture as doth or shall appertain or belong
to the ancient rent of one shilling and eight pence in and
upon one meadow situated Pasture called the How bless
or Pasture together with a due proportionable part of the
lands belonging to the Herdship for the like ancient rent
together with all freeholds privileges profits and commodities
whatsoever to the same belonging in as large ample and
beneficial a manner as now is or shall hereafter be
allotted to any freeholder or occupier of lands or Tenants
within Arneliffe aforesaid for the like ancient rent of
one shilling and eight pence.

To hold the same with the appurtenances unto the said Thomas
Foster his heirs executors administrators and assigns for ever.
To be holden of the Chief lord of the fee or fees of the premises
paying all gelds and taxes which shall grow due and payable
for the same according to their former rent.

28th May 1557 - In indenture made between Margaret Blakke on the one pty and
John Hammond Surr^{or} on the other pty -

Of (inter alia)

One hattedale in the 'bow' blases' belonging to Arneliff
of Arneliff -

To hold the same unto the said John Hammond his heirs and
assigns -

To the only proper use and behoof of the said John Hammond
his heirs and assigns in fee farm for ever -

Yielding and paying for ever hereafter all golds leys and
assessments for two pence rent hereafter due for the above said
premises in full full and satisfaction of all other golds leys
assessments and fees rents hereafter due for the same to the King's
Majesty his heirs and Successors, the Church and the Chief Lord
 thereof -

7th January 1698. Indenture made between Thomas Lodge, John Ellis and Joseph Smith
of the one pt and John Hammond of the other pt -

Of (inter alia)

'And also some white Beest or Cattlegate out of the
Lodge or ground thereof in a Street called the
'bow blow' -

To hold the same with the appurtenances unto the said John Hammond
his heirs and assigns -

To the use and behoof of him the said John Hammond his heirs &
assigns forever -

Shilling and paying therefore yearly of the rent commonly called
the lords rent and Queen's Crown the just sum of 12^d if the same be
fully demanded and doing suit and service for the same as usual
and paying golds lages and lessments according to the rate of 12^d
ancient put or in neighbourhood otherwise -

the 9th 6th December 1696 - In Demurrers of Law and Fact both made Between John Hammond,
Thomas Lodge, and John Ellis of the one part and Richard Smith and
Anthony Lopham of the other part. -

Of Under alias

And also so much and such part within and throughout
all that Shired Pasture called the 'Coteblow' (cont of the
Loyle and Ground thereof) as is now commonly depastured
and shired with Cows Keads or Cattle yearly and
commonly called by the name of Cows Keadgates or Cattlegates
there. -

To hold the same with their and every of their appurtenances unto
the said Richard Smith and Anthony Lopham their heirs and assigns -
To the use and behoof of them the said Richard Smith and Anthony
Lopham and of their heirs and assigns for ever -

In Trust nevertheless for the said John Hammond Thomas Lodge and
John Ellis their heirs and assigns -

yielding and paying therefore yearly from henceforth for ever to the
heirs and assigns of the late Right Honorable Francis and Henry late
Earls of Cumberland deceased the part or Sum of Ten of Lawful
Money of England at the Feasts of Whitsonide and Martinmas by
equal portions. And also doing and performing such suits and
services to the Chief Lord of the fee or fees of the premises as are and
have been of right accustomed to be done and performed -

6

6

27th December 1894 - In denture between Richard Smith and Anthony Lopham of the one part & John Hammond the younger, Thomas Lodge and John Ellis of the other part -

Of (inter alia),

And also see much and such part within & throughout all that titled pasture called the "Low blow" (and of the Loyle and ground thereof) as is now commonly depastured & titled with several pastures or battles yearly & commonly called by the name of Seamus Bealgate or Calllogate there -

To hold the same with their appurtenances unto the said John Hammond, Thomas Lodge and John Ellis their heirs and assigns -

To the use and behoof of them the said John Hammond, Thomas Lodge and John Ellis and of their heirs and assigns for ever -
Yielding and paying therefor yearly from henceforth for ever to the heirs and assigns of the late Right Honourable Francis and Mary late Lords of Cumberland deceased the rent or sum of 13/- of lawful Money of England at the Feasts of Whitsuntide & Martinmas by equal portions & also doing and performing such suits & services to the Chief Lord of the fee or fees of the premises as are and have been of right accustomed to be done and performed -

21st December 1704. Indenture of this date Between John Hammond of the one parte
and Richard Mann of the other parte.

Of (inloc alia)

And release all and or most and each parte of all those
which pasture Closes and grounds in Arneliffe aforesaid
commonly called or known by the names of the bleed-
der West Moor and 'horse-blow' and of all other the Moors and
Commons in Arneliffe aforesaid And such sole park and
pate of battlygals Shupgals Turbery and other profits and
Commodities therein and the occupation as now doth and hereafter
by division & allotment shall belong and appertain and be
appoynted & appoynted to 12/5 and the third parte of a
penny ancient rent in Arneliffe aforesaid according to the
order of neighbourhood then used or to be used.

To hold the same unto the said Richard Mann his heirs and assigns
forever.

To and for the only proper use and behoof of him the said Richard
Mann his heirs and assigns forever—

2^d September 1710. Indenture made Between John Hammond of the one part and
Richard Mann of the other part.

Of (inter alia)

And also so much and such part of all those stiled
pastures closes and grounds in Arnclyffe aforesaid commonly
called or known by the names of Blawder, West Moor,
and "low blow" and of all other the bonens and Moor
within Arnclyffe aforesaid and such soils and part and
pate of Kalligates Shupgate Turbury and other profits and
commodities therein and thereupon as now doth and hereafter
by division and allotment shall belong and appertain and be
appurtenant and appurtenant to $\frac{1}{3}$ and the third part of the
ancient rent in Arnclyffe aforesaid according to the order
of neighborhood there used or to be used. All which said
premises were some time in the tenure and Occupation of
Christopher Hammond and Elizabeth his wife their or the one
of their assigns or assigns and now or late in the tenure
or Occupation of the said John Hammond or his assigns.

To hold the same unto the said Richard Mann his heirs and
assigns forever.

To and for the only proper use and behoof of him the said
Richard Mann his heirs and assigns forever.

27th and 28th March 1722. Indentures of these dates both made between John Lodge on
the one part and Christopher Hammond on the other part.

Of (inter alia)

That the said parties or depasturing for to be made or so much
and such part of a certain pasture called "Overcliffe Close" as is actually sowed and sited with to be made and
the soil and ground thereof used for much and such part
of the said sited pasture and the soil and ground thereof
as any other freeholder occupier or tenant of any lands or
tenements within the said Overcliffe shall have for the like
benefit of pasture if the said Pasture be otherwise sited
or shall hereafter happen to be divided in severalty.

To hold the same with their appurtenances unto the said Christopher
Hammond his heirs and assigns.

To the only proper use and behoof of the said Christopher Hammond
his heirs and assigns for ever - And to and for no other use intent
or purpose whatsoever.

10th November 1732. Indenture Between William Sedgwick and Elizabeth his wife of the
one part and Miles Tarrant of the other part -

Of (inter alia) -

All then five Beadgates or ballgates and one half gate or herbage
passing and passing for five male beasts or cattle and one half
tope feed and depasture in upw and throughout all that British
pasture called 'Cow Close' or 'East Moor' - which said Beadgates
or ballgates and one half gate Robert Sedgwick the said -
William's Father purchased of one John Gibbon late of Almscliffe
aforesaid and one Ralph Bucke late of Tarrant Hill in the said
County of York Yeoman deceased and the same were then called &
known and distinguished by the name of Seven Beadgates &
Callgates -

To hold the same with the appurtenances unto the said Miles Tarrant
his heirs and assigns And.

To the use and proper use of the said Miles Tarrant his heirs and
assigns for ever -

Holding and paying down and discharging all dues duties rights
suits services and impositions whatsoever hereafter lawfully and justly
becoming due and payable for and in respect of the above granted
premises or any part or parcel thereof -

29th July 17th - Indenture made between Leonard Jelcott of the one part and Henry
Timent, Catherine Timent, and Alexander Micalp and Ellen his wife of the
other part -

Of (under old)

All the herbage (spal) pasturing and feeding ground and soil of
and in and throughout all the pastures belonging to the
said Arncliffe known by the name of "Arncliffe how close"
in as large and ample a manner as any other the freeholders
and tenants of Arncliffe have and enjoy for the rent of $\frac{3}{4}$
an ancient rent -

To hold the same with the appurtenances unto the said Henry Timent,
Catherine Timent, Alexander Micalp, and Ellen his wife their heirs executors
administrators and assigns for ever -

And as to the said pastures the said Robert and he and his heirs
shall not use them without a purpose benefit or behoof whatsoever -

7th and 12th May 1800 - Inclosures of Grass and pasture both made between John East & John Singer of the one part and James Hammond of the other part -

Of.

All those several closes inclosures pieces or parcels of ground situate in Cruxcliffe aforesaid called by the several names & containing by Admeasurement the several Quantities of ground hereinafter mentioned, be the same or any of them more or less, that is to say, Studliber Close & Barn 7^{1/2} A. 2^{1/2} R., High Studliber Close 7^{1/2} A. 2^{1/2} R. Broke Close and Barn 4. 3. 0, Doringdale Close 2^{1/2} A. 0^{1/2} R., Broomlow 1 Acre, Breaklands Leys 7^{1/2} A. 2^{1/2} R., and Raseflatts Leys 7^{1/2} A. 0^{1/2} R., - Which said premises are now in the Occupation of the said James Hammond or his tenants - or by whatsoever name or names the said several Closes or pieces or parcels of ground or any of them now are or hereafter have been called known distinguished or described -

To hold the same with the appurtenances unto the said James Hammond his heirs and assigns for ever -

Subject to the payment of a due proportion of Land Tax and of Lords rents or quit rents payable out of the whole of the late Mr Horwicks - Estate within the parish of Cruxcliffe -

Freehold and Leasehold deeds.

10th November 1764. - Indenture of this date made Between Edmund Holland and Elizabeth his Wife of the one part and Henry Tennant of the other part. -

Of (inter alia)

That they have or the herbage passing and departing for them to go and depasture yearly and every year in upon and throughout all that certain pasture called Wendle's bow-bloss and the ground and soil thereof.

To hold such and so much thereof with their appurtenances as is or are of the nature of freehold or lands of inheritance unto the said Henry Tennant his heirs and assigns.

To and for the only proper use and behoof of the said Henry Tennant his heirs and assigns for ever and for no other use intent or purpose whatsoever.

And to hold such and so much or such part of the said premises with the appurtenances as is or are of the nature of chattels real or leasehold unto the said Henry Tennant his heirs assigns and assigns from time to time for and during and unto the full end and term of 1000 years without impeachment of waste and for all such other term and terms number and numbers of years and other estates and estates as he the said Edmund Holland, party hereto, his executors assigns or assigns here or hereafter (or might hereafter if these presents had not been made) to come and prosper in the same and until the same be fully complete finished and ended without impeachment of or for any manner of waste.

And in doing paying doing and performing yearly and every year for the time to come to the Chief Lord or Lords of the fee or fees of the premises or other person or persons entitled to receive the yearly rents profits dues duties services and payments as heretofore have or of right have accustomed and of right ought to be quitted paid done and performed for and in respect of the same. -

26th November 1800. Indenture of this date made Between The Reverend Rich^d Dawson
of the first part, The Rev^d John Kellwell of the 2^d part, James Hammond
of the third part and Robert Foster (being a person nominated by and in trust
for the said James Hammond) of the fourth part. -

Of (vide etc)

One large close new inclosure or allotment commonly called
'Cowbloss' containing by Survey 100⁰ 3¹ 26, be the same
more or less adjoining to lands now or late of John
Hammond, John Johnson, Executors of Rowland Johnson and
Robert Foster -

To hold the same with their rights, members & appurtenances or so much
or such part or parts of the same as is or are of freehold tenure
unto the said James Hammond his heirs and assigns -

To the only proper use & behoof of him the said James Hammond &
of his heirs and assigns absolutely for ever and to or for no other
use intent or purpose whatsoever -

Yielding and paying unto The Most Noble William Duke of
Borough his heirs or assigns the yearly rents part of 5^l or thereabouts
and all such other yearly rents dues and services (if any) as are
therefore due and of right accustomed -

And to hold so much of each part or parts of the said parcel closes
inclosures allotments or parts of ground lands & premises with the appurtenances
as is or are of the nature of leasehold or held for terms of years
unto the said James Hammond his executors administrators and
assigns from henceforth for and during all the next parishes and
remainder of the said term of 1000 years and for and during all
the next parishes and remainder of all such other years and terms
number and numbers of years as are now therein or in any part
thereof to come and unexpired without impeachment of waste -

Leasehold deeds.

29th November 1694 - Indenture of Assignment made Between Henry Buck & W^m Buck
of the one parts and Tho. Atkinson of the other parts.

(Of condition)

That also herbage gatepasturing and feeding ground and soil
of in and throughout all the pastures belonging to the said
Arneliffe called and known by the name of "Arneliffe &
Crowthor"; the West Moor and Arneliffe blowthor and in
every of them according to the rate of 3^d ancient rent and
in as large and ample manner as any other the freeholders
and Tenants of Arneliffe aforesaid shall have and enjoy
in every and any the pastures of like rent.

And also as much of the Meadowground lying at the Nabeud
within the Township of Arneliffe as any freeholder or Tenant
of the said Arneliffe hath or may or ought to have for 3^d
ancient rent & liberty in the Towns Green of Arneliffe &c
proportionally -

To hold the same with the appurtenances to the said Tho. Atkinson his
executors administrators & assigns from the day of the date of these presents for
during and until the full term and termes of 3000 years from thence
and ensuing and fully to be completed and ended without impeachment
of waste -

To be holden of the Chief Lord or Lords of the fee or fees of whom the
premises are holden by and under the dues & services for and in
respect of the said premises growing due & of right accustomed -
Holding and paying unto the said Henry Buck & W^m Buck
their heirs and assigns therefor yearly during the said Term the
annual & yearly rent of one penny corn at the Feast of Pentecost
(if the same be lawfully demanded) -

22^d February 1689. Indenture of Assignment made Between Bryan Nelson on the one
ptys and Richard Smith on the other ptys.

Of (inter alia)

That one Baselgate and three calf gates and the half of one
Calf gate in upon & throughout another inclosed pasture
belonging the said Arneliff called the 'Crowbloss' -

To hold the same with their appurtes unto the said Bryan Nelson
his exors admors assigns during the term of 2000 years -

To be holden of and under the Chief Lord or Lords of the fee or
fees of the premises by the said Bryan Nelson his exors admors or
assigns paying all Galls Hays for one shilling, three pence, half a
penny rent to grow due and payable for the same during the said
Term -

18th May 1719 - Indenture of this date made Between John Twisleton, Robert Twisleton,
and James Hall of the one part and James Ellison of the other part -

Of (inter alia).

All those four Beestgates or Battlegates or Herbage, Grazing-
spawning for four made beasts to feed and depasture in
upon and throughout all that Shire of Northamptonshire
commonly called Arnclyffe Cow Close and the ground and
Lough thereunto belonging which said four Beestgates or
battlegates were part and parcel of a Messuage Tenement and
premise therein recited lately belonging to John Hammond
deceased and now in the possession of the said John Twisleton
his Tenant or Undertenant. -

Together with the Appurtenances -

To hold the same with the appurtenances unto the said James Ellison
his executors administrators and assigns for the use of the said
during all the residue and remainder then present and to come
of the said Term of 2000 years & until the same be fully complete
and ended.

Yielding and paying yearly and every year during the remainder
of the said Term to the Chief Lord or Lords of the said premises the rents
suits and services hereafter lawfully to become payable for the same -

11th November 1735. Indenture of Assignment of this date made Between Edmund Rolland of the one part & Rowland Johnson of the other part -

Of which it is

That Backgate or Battlegate yearly in the said pasture called the "Cowbles" according to the now or present stint in proportion to it put there -

To hold the same with the appurtes unto the said Rowland Johnson his executors admors and assigns from the day of the date hereof for and during and unto the full end and term of one thousand years without impeachment of or for any manner of waste.

Yielding and paying therefore yearly during the said term a pepper Corn at the Feast of Saint Michael the Archangel, if lawfully demanded -

20th April 1786. Indenture of Assignment of this date made Between Henry Ellison -
of the one part and James Hammond of the other part. -

Of -

All that close inclosure or allotment of Ground upon -
Arneliffe bow close and here commonly called and known
by the name of Arneliffe Hill situate lying and being
within Arneliffe aforesaid and containing by Admeasurement
7³/₄ 3²/₆ of Land or thereabouts, to the same more or less,
and which said close inclosure or allotment of Ground is
bounded by the allotment or inclosure of John Linnant Esquire
on the east by the allotment or inclosure now or late of
Elizabeth Ludwick - on the West by the old inclosures now or late
of Thos. Weston, Robert Foster & Mr. Horcfield on the North -
and by lands or tlowders now belonging to the said John
Linnant on the South -

To hold the same with the appurtenances unto the said James Hammond
his executors administrators and assigns from the day next before the day of
the date thereof for and during and unto the full said and term of 1000
years from thence next ensuing and fully to be completed and ended
without impeachment of waste and for and during all such other
estate and estates as to the said Henry Ellison, the party, hath to come
therein or in any part thereof - without impeachment of waste -

And doing and paying unto the Chief Lord or Lords of the fee or fees
of the said premises all such yearly rents dues duties and services -
as are therefore due and of right accustomed -