

Indenture concerning Wood etc. in Ravenstonedale AD 1592.

(pages 16 to 25 inclusive)

All words & figures in brackets were added by the transcriber

R.J. Adamthwaite. Dover.

This Indenture, made the seven & twentieth day of August, in the four & thirtieth year of the Reign of our Sovereign Lady Elizabeth by the Grace of God, Queen of England, France & Ireland, Defender of the Faith Etc. Between the right honourable Philip Lord Wharton of the one Party, and Anthony Pindar, William Cooke, George Green, John Taylor, William Adamthwaite, Richard Wilson, Robert Fothergill, John Fothergill, Hugh Shaw, Ralph Milner, William Chamberlaine, Reynold Todd, Roger Fawcett, James Fawcett, William Hunter, Robt. Hunter, Edward Hunter, Reynold Fothergill, William Shaw, George Fothergill, Willm. Fothergill, Michael Shaw, Christopher Rogerson, Lancelot Shaw, Lancelot Peacock, Cuthbert Fothergill, Reynold Fothergill, Richard Wharton, Miles Peacock, Oliver Peacock, Ralph Shaw, Lancelot Green, Thomas Green, Henry Garthwaite, Matthais Peacock, Richard Peacock, Jenkin Bell, Robert Green, Henry Handley, Anthony Fawcett, Reynold Fawcett, George Green, John Greene, John Handley, John Birkhead, Stephen Dent, William Rogerson, Christopher Hall, Giles Hall, Reynold Green, Stephen Fawcett, Jenkin Fawcett, Lancelot Fawcett, Roland Dent, Robert Walker, William Fawcett, John Fawcett, James Fawcett, Thomas Fawcett, George Fawcett, Christopher Fawcett, Adam Fawcett, Anthony (*page 17*) Wharton, Ralph Alderson, Michael Chamberlain, Anthony Pearson, James Fawcett, Robert Cowper, Leonard Hartley, Richard Goldington, John Parsons, Miles Fothergill, Thomas Adamthwaite, Henry Fothergill, John Adamthwaite the older, Henry Adamthwaite, John Adamthwaite the younger, Anthony Fothergill, John Fothergill, Stephen Fothergill, George Fothergill, Gilbert Bliorthorne, Anthony Swinbanke, Christopher Parkin, Thomas Smass, William Green, John Fothergill, Robert Wharton, , Thos. Fawcett, William Hollande, Stephen Swinbanke, Henry Swinbanke, John Todd, John Parkin, Stephen Fawcett, Giles Parkin, Symon Fawcett, Miles Holme, Anne Heblethwaite, Reynold Green, Reynold Swinbank, Christopher Adamthwaite, Thomas Shaw, Roger Balie, Thomas Fawcett, Reynold Fothergill, Henry Nicholson, Reynold Todd, Robert Shaw, Thomas Richardson, Rich. Fawcett, William Greene, William Heblethwaite, Lancelot Taylor, Anthony Taylor, William Greene, Jenkin Green, Henry Fawcett, Thomas Fawcett, Roger Wharton, Richard Busfield, Robert Handley, Richard Bell, Richard Todd, Christopher Todd, George Dent, John Fawcett, Symon Busfield, Roger Fothergill, John Ewbank, Vincent Dent, Roland Bell, William Pearer, Miles Busfield, Steven Busfield, John Ward, Thomas Pearer, John Green, Hugh Shaw, Arthur Fawcett, John Fawcett, Vincent Howson, Robert Wilkinson, William Holme, Hugh Hastwittle, Christopher Peacock, Steven Fothergill, Thomas Moorthwaite, Nicholas Fothergill, Richard Fothergill, Henrie Fothergill, George Heblethwaite, Lance Colshaw, Henry Robinson, Steven Robinson, (*page 18*)Lancelot Moorthwaite, Vincent Moorthwaite, John Cautley, John Bovell, Mathew Moorthwaite, Richd. Moorthwaite, William Robinson, Janett Robinson, Cuthbert Robinson, John Robinson, Bartholomew Bovell, Richard Bovell, Oswald Robinson, Thomas Fothergill the Elder, Thomas Fothergill the Younger, Roger Pindar, Richard Pinder, Sybill Pinder, Thos. Waller & Oliver Whitehead of Ravenstonedale, in

the County of Westmorland, customary Tenants & Occupiers of the Manor of Ravenstonedale, & of the Lands and Tenements within the Parish of Ravenstonedale aforesaid, of the other Parties.

WITNESSETH, that whereas certaine Doubts & Questions have bene moved & stirred between the
said Philipp Lord Wharton & the said Anthony Pindar & the other Persons beforenamed, Tenants of the said Manor, Lands & Tenements, for & concerning as well all & singular Woods & Underwoods, growing in & upon the said Lands & Tenements, in the Tenures & Occupations of the said Anthony Pindar & the other Persons beforenamed & of their assignes, as also for the finding & taking of sufficient & necessarie Woods & Housebole for the Reedifying, Repairing & maintaining of all & singular the Messuages, Cottages, Barnes, Stables, Houses & Buildings of the said several Persons & Tenants abovenamed in these presents, situate, standing, builded & being in & upon the said Lands & Tenements, or to be situate & builded thereupon; & daily Destruction was made in the said Woods & Underwoods & much Trouble did come, grow & arise as well to the said Philippe, Lord Wharton, & to his (*Page 19*) officers & Servants, as also to the said Tenants for & concerning the said Woods, Underwoods, Tymber & Housebole, For perfect Explanation & final determination whereof & for perpetual Quietness thereof & preservation of the said Woods & Underwoods it is fully, clearly & absolutely, declared, concluded & agreed by & between the said Parties in these Presents, & every of the said Parties Doth, by these presents for himself, his Heires & Assigns, clearly & absolutely declare, conclude & agree in Manner & Form following,

IMPRIMIS, it is first declared, concluded & agreed, that it always hath bene & is accustomed, that all & Singular the Woods & Underwoods, which now are or heretofore have been growing in & upon all & singular the said Landes & Tenements in the several Tenures or Occupations of the said Tenants or their Assignes of what Name, Nature, Quantity or Quality so ever the same Woods or Underwoods now are or heretofore have been, have belonged & appertayned & of right do & ought to belong & appertayned to the said several Tenants & their Heires & Assignes, as Part, Parcell & Member of their customarie Lands; and to be used, reputed & taken of the same Nature & as Part, Parcell & Member of the same customarie Lands & Tenements, & not otherwise; That is to say, for more plain & particular Declaration of the same Customers, that all & singular Woods & Underwoods growing in & upon every several customarie Lands & Tenements aforesaid, by the same custom do belong & appertayn, and which hereafter shall grow (*Page 20*) in and upon the Premises, should & ought to belong & appertayne only to the particular customarie Tenant thereof & his Heires & Assignes & not to the Lord of the said Manor, or to any other Tenant of the said Manor, or to any other Person or Persons whatsoever, and that every several customarie Tenant of the said Manor & his Heires & assignes have had, & of right & by the said custome ought to have, hold, occupie, possesse, cutt down, take & convert to his & their only & proper use and uses, all & singular the said Woods & Underwoods growing & which at any Time hereafter shall grow, in & upon the several Tenements of the same several Tenants, & that neither the Lord of the said Manor, or any other Tenant or Tenants of the same Manor or his or their

assigne or assignes ought to have, take cut down, carry away or intermedle with the said Woods or Underwoods now growing or which shall grow in & upon every such several Tenementes, any usage heretofore by consent of the Lord & said Tenants of the Premises to the contrary thereof in any wise notwithstanding.

AND that the said Philippe Lord Wharton, his Heires & assignes ought to have & receive of every one of the said customarie Tenants the persons beforehand, His Heires & assignes, yearly one Penny (*about £12 today*) of lawful English money for Greenhew & no more, in Consideration of the said Woods & Underwoods. And the said Philippe Lord Wharton, as well in Consideration of the sum of Fourscore Pounds (*about £10,000*) of Lawful English Money, To him well & truly paid by the said Anthony (*page21*) Pindar & the other Persons beforenamed of which Sum he acknowledgeth himself fully contented, & therefore clearly acquiteth & dischargeth the said Andthony Pinder & the other Persons aforenamed & every of them, as also for the aqccomplishment of the honorable order, good liking & agreement of the right Honorable Lady Frances, late Wife of the said Philippe Lord Wharton, towards the said Tenants in their behalfe, for himself, his Heires & assignes, doth approve, allow, ratifie & confirm the said custome & usage of the said Woods & Underwood, in manner & Form before declared, forever by these Presents.

AND the said Philippe Lord Wharton for the aforesaid consideration hath given, grated & confirmed, & by these presents doth clearly & absolutely give, grant & confirme to the said Anthony Pinder & to all & singular the other Persons aforenamed Tenants aforesaid, their Heirs and assignes, All his whole Right, Title, Interest & Estate of, in & to all & singular the said Woods & Underwoods to the said Anthony Pinder & all & singular the said Persons abovenamed, Tenants aforesaid their Heirs & assignes according to the said Custome of the said Manor & as Parcell of their said customarie Lands & not otherwise, every of the said Persons aforenamed Tenants aforesaid, his Heires & Assignes yielding & paying, yearly for all & singular the said Woods & Underwoods, to the said Philippe Lord Wharton, his Heires & Assignes, only on Penny of Lawful English Money for Greenhew, (*Page 22*) and the said Philipp lord Wharton for himselfe, his Heires, Executors & Adminstrators doth by these presents covenant, promise & grant, to & with the said Anthony Pinder & the said other Persons aforenamed Tenants aforesaid, & to & with every of them & to & with the Heires, Executors, Administrators & assignes of every of them, that every one of the said Persons aforenamed Partie to these presents and Tenants aforesaid & the Heires & Assignes of the same Tenants shall or may at all Times hereafter, & from Time to Time quietly have hold, occupie, cut down, take & convert to his & their only & proper use & behoofe at his and their Freewill & Pleasures, all and singular Woodes & Underwoodes now growing, or which may at any Time hereafter, which shall grow in & up on the several Lands & Tenements in the Tenure or Occupation of the same several Tenant, his Heires & Assignes, according to the said custom before declared in these Presents & according to the true Intent & Meaning of these Presents, withoute Trouble, Vexation & hindrance of the said Philippe Lord Wharton, his Heires & assignes and all & every other Person & Persons claiming by his assente, Meanes & procurement.

AND the said Anthony Pinder & all & singular afforenamed Persons Tenants aforesaid for them, their Heires & assignes do by these presents disclaime to have or pretend to have any Timber or Housebole now or hereafter of the said Philippe Lord Wharton, his Heires or Assignes to be bestowed in or upon their said several Tenements. And the said several Tenants & every of them for themselves, & every (*page 23*) of them & the Heires & Assignes of every of them, Do, by these Presents, covenant, grant, promise & agree to & with the said Philippe Lord Wharton, his Heires and Assignes, one penny of Lawful English Money for Hreenhew of the said Woodes, & the same Tenant, his Heires & Assignes, shall not at any Time hereafter demand or pretend to have any Timber or housebole to be bestowed in or upon the Premises Other than the said Woods & Underwoods now growing or which shall grow in & upon the same premises.

AND it is further declared, covenanted, granted & aged by & between the said tenants, and every of them for themselves, their Heires & Assignes, & everyone of the said tenants for himself, his Heires, Executors, & Administrators, doth by these Presents covenant, promise, grant & agree to & with the said Philippe Lord Wharton, his Heires & Assignes, & to & with all and every other of the said Tenants & his & their Heires & Assignes, that he, his Heires or Assignes, shall not at any Time hereafter take, carry away or cut down any of the said Woods or Underwoods growing or which shall grow on or upon any Parte or Parcell of the said customarie Lands & Tenements, in the Tenure or Occupation of any other of the aforesaid Tenants, his Heires or Assignes. And that all & every Person & Persons aforesaid & his & their Heires & Assignes which at any time hereafter shall enter into any other of the said (*page 24*) customary Lands & Tenements & cut down there any Woodes & Underwoodes, without consente first obtained of the owner of the said Lands & Tenements, Woodes & Underwoodes, shall forfeit for every such Fact & Offence, as well the sum of three Shillings & four Pence (£480) of Lawful English Money, to be paid to the said Philippe Lord Wharton, his Heires or Assignes, and also other three Shillings & four Pence, in the Name of a Payn to the owner of the same Woodes & Underwoodes which shall be so wrongfully cut down, to be recovered by the Partie grieved Tennant of the said Manor, by Auction within the Court of the said Manor, over & besides Damage to be likewise recovered for the Value of the same Woodes & Underwoodes to be cut downe & that it shall & maybe lawful to & for the said Philippe Lord Wharton, his Heires, Officers & Assignes upon any Presentment (by any Jury within the said Manor) of such offence & Trespass in any of the said Woodes & Underwoodes & upon every Default of present Payment of the said Forfayture or Forfaytures according to the Limitation & Meaning of these Presents to enter into the customarie Lands & Tenements of such Offenders, and there to distraine for & Levee such Sum & Sums of Money as shall be so forfayted & the Distress & Distresses there taken to lead, drive, carry away, apprise & sell to satisfie the said Philippe Lord Wharton, his Heires & Assignes & every Partie grieved, for such Forfaytures according to the Custom & Usage for leving of Debts, recorded within the said Manor. Lastly, it is promised, (*page 25*) concluded & agreed by & between the said Parties, & every of the said Tenants for himself, his Heires & Assignes, Philippe Lord Wharton, his Heires & Assignes, & to & with all & every other of the said Tenants, his heires & assignes, that he, his Heires or Assignes, shall not, at any

time hereafter without Licesnse first obtained of the said Philippe Lord Wharton, his Heires or Assignes, sell, aliene, give or bestow or willingly or wittingly permit or suffer any Parte of the said Woodes & Underwoodes now growing or which shall grow in or upon his or their Tenements, to be carried forth of the said Manor or Parish of Ravensntonedale, upon the paine to forfeit for every ;such selling, aliening, giving, bestowing or Suffrance to the said Philippe Lord Wharton, his Heires & Assignes, the sum of twentie Shillings (£127) of lawful English Money, to be levied as aforesaid

In Witness whereof the Parties abovesaid to these Indentures interchangeably have put their Seales the Day & Year first abovewritten.

1592

Finis.