

# This Indenture

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Mastlow & Sons  
No 21 Bishop Lane  
COVENTRY



made the second day of February One thousand eight hundred and sixty nine **Between**  
George Spencer of Kighley Yorkshire Gentleman of the one part and Matthew Bairstow of  
Springfield in the Township of Steton with Eastburn in the parish of Kildwick Yorkshire Manufacturer  
of Worsted Goods of the other part **Whereas** William Spencer late of Malsis House in the

Township of Sutton in the said parish of Kildwick Gentleman being at the date of his death hereinafter recited seized of or otherwise well  
entitled to the hereditaments hereinafter described and intended to be hereby appointed and granted and the inheritance thereof in fee simple  
in possession subject as hereinafter mentioned but free from all other incumbrances made and duly executed his last Will and Testament in  
writing dated the second day of September One thousand eight hundred and forty and thereby gave and devised the said hereditaments unto  
his son the said George Spencer his heirs and assigns To such uses upon such trusts and for such ends intents and purposes as the  
said George Spencer by any deed or deeds instrument or instruments in writing to be by him sealed and delivered in the presence of and  
attested by two or more credible witnesses should direct limit or appoint And in default thereof To the use of the said George Spencer and  
his assigns during his life remainder To the use of William Spencer the younger his executors and administrators during the life of the said  
George Spencer In trust for the said George Spencer and his assigns remainder To the use of the heirs and assigns of the said George Spencer  
for ever **And Whereas** the said testator died on the seventh day of January One thousand eight hundred and forty eight without  
having revoked or altered his said Will except by a codicil thereto which does not affect the devise and limitation of uses and trust  
hereinbefore recited and the said Will was proved in the Exchequer and Prerogative Court at York on the seventeenth day of January  
One thousand eight hundred and forty nine **And Whereas** the said George Spencer hath contracted with the said Matthew Bairstow  
for the absolute sale to him of the said hereditaments and the inheritance thereof in fee simple in possession subject as aforesaid but  
free from all other incumbrances for five hundred and twenty five pounds Now this Indenture Witnesseth that in pursuance  
of the said contract and in consideration of Five hundred and twenty five pounds paid by the said Matthew Bairstow to the  
said George Spencer on or before the execution of these presents the receipt whereof the said George Spencer doth hereby acknowledge

He the said George Spencer in exercise of the power given him by the hereinbefore in part recited Will and of every other power  
in anywise enabling him in this behalf Doth hereby irrevocably direct limit and appoint and also by virtue of his estate and intent  
Doth hereby grant release and convey unto the said Matthew Bairstow his heirs and assigns **All** that Dwellinghouse with the Barn  
thereto adjoining and the plot of land also thereto adjoining being part of and lately set out from the west side of a close of land  
called East Field and containing including the sites of the said buildings Eight thousand seven hundred and ninety three square yards  
which said dwellinghouse barn and plot of land are situate at Mill Lane in the Township of Sutton in the said parish of Kildwick  
are now or lately were in the occupation of William Laycock and are delineated on and more particularly described by the plan there  
drawn on these presents and are on such plan coloured or edged pink Together with all houses outhouses edifices buildings  
roads ways paths passages drains sewers waters watercourses hedges ditches fences trees woods commons liberties easements profits privileges  
commodities advantages members and appurtenances whatsoever to the said dwellinghouse barn and plot of land or any of them  
or any part thereof respectively belonging or in anywise appertaining **And all** the estate and interest of the said George Spencer in the  
said hereditaments **To have and to hold** the said hereditaments hereinbefore described and intended to be hereby appointed and  
granted unto the said Matthew Bairstow his heirs and assigns To the use of the said Matthew Bairstow his heirs and assigns  
Subject to the payment of a yearly quit rent of one shilling and four pence to the Lord of the Manor of Sutton aforesaid

**And** the said George Spencer for himself his heirs executors and administrators doth hereby covenant with the said Matthew Bairstow  
his heirs and assigns that notwithstanding any thing by him or the said William Spencer deceased done permitted or suffered to  
the contrary be the said George Spencer now hath in himself full power and lawful and absolute right and title to appoint grant  
and convey all the said hereditaments unto and to the use of the said Matthew Bairstow his heirs and assigns Subject  
and in manner aforesaid but free from all other incumbrances And that subject as aforesaid the said Matthew Bairstow his  
heirs and assigns may enter into and at all times peaceably and quietly enjoy the said hereditaments and receive the rents and  
profits thereof for his and their own benefit without any hindrance or disturbance by or from the said George Spencer or his  
heirs or any person or persons lawfully or equitably claiming through under or in trust for him them or any of them or through  
or under the said William Spencer deceased **And moreover** that he the said George Spencer and his heirs and all other  
persons claiming through under or in trust for him or through or under the said William Spencer deceased will at all  
times hereafter upon the reasonable request and at the cost of the said Matthew Bairstow his heirs or assigns make and execute  
all such further and other lawful and reasonable acts conveyances and assurances whatsoever for further more perfectly or  
satisfactorily appointing conveying and assuring the said hereditaments unto and to the use of the said Matthew Bairstow his  
heirs or assigns subject as aforesaid as by him or them shall be lawfully and reasonably required **In Witness**  
whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

George  Spencer

Matthew  Bairstow