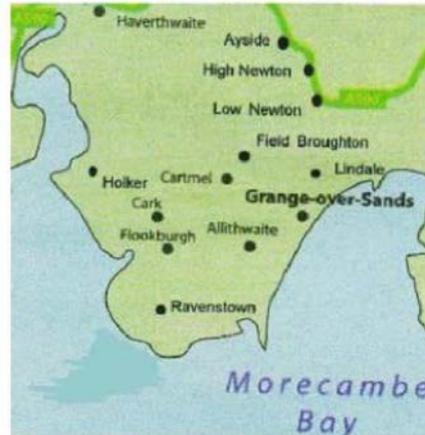


**Cartmel Peninsula
Local History Society**



CPLHS - Bringing History to the Local Community

The HIBBERT HOARD

of Documents

mostly from the 18th & 19th centuries

copied for the CPLHS Archives

by kind permission of John Hibbert

SUMMARY

CONTENTS

| | Page |
|---|------|
| INTRODUCTION | 1 |
| Part 1 : FIELD BROUGHTON | 2 |
| Part 2 : LINDALE CHURCHYARD | 8 |
| Part 3 : LOW NEWTON | 9 |
| Part 4 : AYSIDE | |
| Document Bundle No. 35 | 13 |
| Document Bundle No. 38 | 16 |
| Document Bundle No. 37 | 20 |
| Document Bundle No. 35a | 24 |
| Part 5 : ALLITHWAITE | 27 |
| INDEXES | |
| Index of People | 34 |
| Index of Field Names | 37 |
| Index of Places within the Cartmel Peninsula | 38 |
| Index of Places outside the Cartmel Peninsula | 39 |

INTRODUCTION

About a couple of years ago, John Hibbert drew the attention of Stuart Harling and Nigel Mills, (as Officers of the CPLHS), to a large tin chest in his possession which was full of old legal documents, mostly relating to properties in the Cartmel Peninsula. The collection comprises about 16 bundles of documents, (some bundles have sub-bundles which may originally been part of another bundle). The three of them then made a summary list of most of the documents, from notes on their outsides, but without examining the contents and context of all the individual documents. In September 2018, Nigel Mills asked John Hibbert if the hoard could be copied (scanned), and added to the CPLHS Archives, which was very kindly agreed.

Almost all the documents in the hoard have now been scanned, the exceptions being some documents relating to the Oldham area, from where the Hibbert family moved to the Cartmel Peninsula in the middle of the 19th century. These are 132 separate documents in the hoard, which have resulted in 546 scanned sheets or pages.

Subsequently, most of the documents have also been transcribed, with reasons for exceptions explained below. From those transcripts, the contents of the hoard has been summarised in this document, and arranged in the five parts for the five districts in the Cartmel Valley to which they relate, namely, (1) Field Broughton, (2) Lindale Churchyard, (3) Low Newton, (4) Ayside, and (5) Allithwaite.

Although the initial intention was to produce transcripts of every document in the hoard, it soon became apparent that, for the purpose of extracting all their local history stories, this would not be necessary. The structure of old conveyances is explained as an introduction to a separate file of transcripts, mentioned below. In simple terms, they recite the background to a transaction, and if that background includes other documents in the hoard, then transcribing the contents of the earlier documents is unnecessary because their contents is described in a later document which has been transcribed. The four principal reasons for omitting transcripts of some documents are (1) their contents are covered in an abstract of title prepared by a solicitor, (2) the document is only a peppercorn lease, prepared for technical reasons, (also explained in the separate file of transcripts), and always mentioned in a subsequent conveyance, (3) a mortgage which is mentioned in a subsequent transaction, and (4) any other type of document that adds nothing to a property's history, and is recited in other transcribed documents, e.g. the release of a dower, or a copy of the will of a trustee whose successor is identified elsewhere.

This document is one of three which have been produced from my study of this hoard, and summarises the contents of the documents in the hoard, with an index to this file of all the people and places mentioned in the various documents in the hoard. (hopefully all mentioned in this file). The second document which has been prepared is a collection of the transcripts that have been made, plus some notes about contemporary legal procedures, an understanding of which is necessary to comprehend the obvious legal verbosity in many of the transcribed indentures. The third document which had been prepared is in MS Excel format, which is a comprehensive schedule of all the documents in the hoard, with brief descriptions of their contents, and hyperlinks to both their images and their transcripts.

Peter Roden
2 March 2019

Part 1 : FIELD BROUGHTON

There are 31 documents in the hoard which relate to the area of Field Broughton, arranged long ago by lawyers into three bundles with labels describing the bundles as : (1) Modern Deeds relating to land called Pickle &c.; (2) Deeds relating to lands called Kemps Croft &c.; and (3) Deeds relating to the whole of the property purchased by Mr Richard Machell from Slater's Trustees. These labels must have been written soon after the purchase of a property, by then known as Broughton Grove, by Richard Machell in 1821 from Slater's trustees, as the first bundle of "modern" deeds covers the period 1790 to 1817. They also provide a clue to the fact that the estate purchased by Richard Machell in 1821 contained parts of two other previous estates, which, in the words on the 1821 conveyance, had been "very much altered since they were purchased" from the previous owner.

The name Broughton Grove does not appear until 1821, and prior to that, buildings are only mentioned by type, including several messuages or dwelling houses, with the names of the fields belonging to them. Apart from the fact that some field sizes and boundaries clearly changed in the period 1790 to 1821, which is covered by the conveyances etc in this hoard, there is no known contemporary map with field names to identify their location around Filed Broughton.

In the following summary of all the documents relating to Field Broughton, there are probably two themes to the story lines, namely, the field names, and the stories of two successive owners of large estates, in Field Broughton and elsewhere, parts of which became part of the Broughton Grove estate in 1821. Those two successive owners were John Birch and William Chamney Slater, both of whom raised a series of mortgages before going bankrupt. John Birch was formally declared bankrupt on 14 June 1808, and William Chamney Slater was effectively bankrupt when he was forced to assign the whole of his real and personal estates to his creditors on 25 March 1820, which was a common practice to avoid formal bankruptcy proceedings.

The oldest Field Broughton related documents in the hoard are a Lease and Release, on **24 & 25 December 1790**. On the latter date, Francis Carter, a Surgeon & Apothecary of Lancaster, and his wife Sarah, conveyed property in Field Broughton to their new son in law Robert Tomlinson, an Ironmonger of Lancaster, as a gift, perhaps a marriage settlement for Robert's marriage to Ann, their only daughter, for only a nominal financial consideration. A third party named Corney Tomlinson, subsequently described as a Wool Draper of Lancaster, was joined in the transaction as a trustee for Robert's benefit. The identity of Corney Tomlinson has not been researched, but one might guess that he was a responsible relative of Robert's, (father ?), to ensure that probably young Robert did not recklessly dispose of this gift ? The Release included a messuage or dwelling house and the following fields totalling 9½ acres, with all their individual sizes given, namely the Pickles ½^a, the Croft, 1^a 1^r, the Little Dale and Bottom Dale 2^a, the Cringleburrow 1^a 3^r, Mossend Meadow 1^a 3^r, Stoney Dale and Stoney Dale Wood 2^a 1^r, all which said premises were then in the possession of the Rev^d Myles Dickinson or his tenant(s). In the conclusion of the Release, there is a clause, to which Francis Carter's wife Sarah, as a party to the transaction, specifically agrees to barring any claim for her dower, or thirds at common law, on this property as it was not the only property on which she could make such a claim.

The next document in the hoard, relating to Field Broughton, shows that someone may not have been happy with this transaction, and a few months later, it was part of a dispute at the March Assizes in Lancaster. On **22 March 1791**, an "agreement" was reached in the Assizes between Robert Tomlinson, one of three plaintiffs including a George Fletcher, and eight defendants, including Francis Carter and Sarah his wife, the other defendants being three other men and their three wives. The case seems to have concerned three properties,

one in Field Broughton and the others in Carnforth and Scoforth, both near Lancaster. Details of the arguments in that case are not given, but the result was a victory for the plaintiffs, so Robert Tomlinson was allowed to keep his property in Field Broughton. Although no research has been done on the family connections of all the participants in this case, my guess is that George Fletcher, whom it was agreed had had a right to all the premises, was the father of four daughters, who were then the wives of the four defendants, and someone in his family had disagreed with how he had dealt with their expected inheritances ?

Later that year, on **17 September 1791**, Robert Tomlinson, with his trustee's participation in the transaction, sold his property in Field Broughton for £504 to John Birch, who was then described as an Esquire of St Andrew's Moor in the parish of Cartmel. St. Andrew's Moor is marked on the 1848 OS map as being an area in the Cartmel valley just South of Broughton Lodge, where one might speculate that John Birch was either living at Broughton Lodge at that time, or in the process of building it ? The description of the property sold by the Tomlinson to Birch on that date is almost exactly the same as the property given to Robert Tomlinson less than a year earlier. In this transaction, as third parties, Robert Robinson and William Walmesley, both of St, Andrew's Moor aforesaid, are appointed as attorneys for the Tomlinsons, to assist with the transfer of possession from them to John Birch, perhaps suggesting that John Birch was not locally resident at that time ?

A few months after buying this property, on **11 February 1792**, John Birch sold most of it to John Fletcher Richardson, of Cartmel Church Town, for a consideration of £385/15^s/8^d. The exception, in the list of fields which he had bought from Robert Tomlinson, were the fields of 2¼ acres named Stoney Dale and Stoney Dale Wood. There are later references to a Scholes Birch being "of Stoney Dale", so perhaps this was about the time when John Birch sold the Stoney Dale site to a relative, to build his own mansion there ?

In 1796, John Fletcher Richardson died, and the Cartmel Parish Registers record that he was buried in Cartmel on **16 December 1796**. There are three documents in the hoard dealing with the disposal of his property in Field Broughton, namely, on **18 February 1799**, his widow released her claim of dower on that estate to his executors, and on **20 & 21 February 1799**, there is a Lease and Release for his executors selling his property in Field Broughton back to John Birch, then of Broughton Lodge, Esquire. The release on 21 Feb 1799 mentions in the whereas clauses that (1) John Fletcher Richardson's executors were his bother in law Albemarle Bertie of Devonshire Place, Middlesex, a Lieutenant General of his Majesty's Forces, and his eldest son and heir at law, William Richardson of Cartmel, Gentleman, and (2) that they found the testator to be insolvent when he died, and (3) that his creditors had agreed that his widow, Louise Richardson could be paid £600 for the release of her claim of dower on all his estates, thus enabling his estate in Field Broughton to sold free of incumbrances. The property that John Birch bought then from Richardson's executors was similar to that which Richardson had bought from Tomlinson, i.e a messuage and about 7¼ acres of fields, plus an additional field of about 2¼ acres called Low Field.

On **14 February 1805**, we see the start of John Birch's financial problems. On that date, John Birch of Broughton Lodge raised a mortgage of £500 from a wealthy widow, Margaret Hall of Ravenswinder in the parish of Cartmel. The mortgage deed specified that the principal sum and interest were to be repaid after 12 months, but only the interest seems to have been paid on time, as we shall see below. This mortgage was secured on most of the property that he had bought from Richardson's executors, with the exception of Mossend Meadow, in total almost 8 acres..

On **13 & 14 February 1807**, by Lease and Release, Thomas Machell of Aynsome in the parish of Cartmel, Esquire, sold an estate in Field Broughton to William Chamney Slater of Allithwaite, Esquire, for a consideration of £1,787. This property in Field Broughton

comprized a message etc and 44 acres of fields, the fields being named then, but without their individual sizes. The names of those fields then were : the Parrock behind the house, the Kemps Croft, the Cross Close, the Deborah Meadow, the Beck Close, the Hollow Meadow, the Croft, the Meadow Platt, the Preston Croft, the Oliver Field, the Lamb Parrock, the Broughton Heads, the Broughton Head Scroggs, the Head Grains, and New Close. To fund this purchase William Chamney Slater had sold an estate in Westmorland given to him by the will of his father, George Slater, late of the parish of Kirkby Lonsdale, who had died on 12 November 1803. However, his father's will had also given annuities of £30 p.a. to his wife Margaret Slater, and £20 p.a. to his daughter Ann Smith, the wife of Joseph Smith, both of whom lived in the parish of Kirkby Lonsdale. Both annuities were secured by George's will on his property in Westmorland which he had given to his son, William Chamney Slater. So on **16 February 1807**, the security for the two annuities was transferred to the estate in Field Broughton, with Thomas Tunstall Picard, Gentleman, of Cowen Bridge in the adjacent parish of Tunstal but in Lancashire, as a trustee for the family securities.

By February 1808, John Birch had failed to repay his mortgage debt to Margaret Hall on its due date, and Margaret Hall wanted her money back. So on **12 & 13 February 1808**, by Lease and Release, John Birch managed to persuade another widow, Elizabeth Potter of Cartmel Church Town, to refinance the £500. He and Margaret Hall assigned the security for the debt to Elizabeth Potter, with Robert Galloway of the same place, Sadler, as her trustee.

However, Birch was in deep financial trouble, and was probably aware that formal bankruptcy proceedings were imminent. Later indentures concerning his Field Broughton estate recite that on **20 & 21 May 1808**, by Lease and Release, he charged this estate with another liability, one might say, just before it was too late to do so. There were three parties to the deeds of those dates, namely, John Birch himself, Scholes Birch, a presumed relative as a trustee, and Elizabeth Kennion as the beneficiary for herself and her children. Apparently, John Birch had received £2,000 as surviving trustee under the will of Joshua Birch deceased, being the property of the said Elizabeth Kennion and her children. So the liability for this was added to all John Birch's property, including adding an incumbrance to his Field Broughton estate, with Scholes Birch as the trustee for it.

On **14 June 1808**, "His Majesty's Commission under the Great Seal of Great Britain was awarded and issued against the said John Birch and Robert Robinson, and they were thereupon duly declared bankrupts", and two Manchester Merchants and two Manchester accountants "were duly chosen assignees of the estate and effects of the said bankrupts". Subsequently, Birch and Robinson were referred to as "Cotton Spinners, Merchants, Dealers and Chapmen, Bankrupts".

As expected, John Birch's Field Broughton estate was put up for auction by the assignees of his bankruptcy, and that auction was held at the Cavendish Arms in Cartmel on **18 October 1808**. The auction was attended by Anthony Garnett of High Mill in Under Millbeck, Westmoreland, to act as agent for William Chamney Slater. The highest bid for the Field Broughton estate, with 44 acres of land, was £960 by Garnett on behalf of Slater, and so Slater became the purchasers thereof then.

The formalities to complete that purchase occurred on **15 & 16 February 1809**, by Lease and Release, when John Birch's Field Broughton estate was conveyed to William Chamney Slater, for the £960 bid on his behalf, with the usual technical formalities. The Release is a long document, on four sheets of parchment each about 30" x 24". It contains almost 5,000 words, as there were nine parties involved, namely, Elizabeth Potter and her trustee Robert Galloway, who were repaid the £525 owed to them out of the purchase money; and Scholes Birch, who received the residue of £435 of the purchase money as trustee for the security mentioned above. The four assignees in the bankruptcy were the fourth party to the transaction, confirming their agreement to it, and John Birch himself and his agent Anthony

Garnett were the fifth and sixth parties. The purchaser William Chamney Slater of Field Broughton was the seventh party. The eighth party was the Rev^d John Bramwell of Lindale, whose sole role seems to have been as trustee for the term of years in the mortgage securities of Margaret Hall and Elizabeth Potter, even though those mortgages had then been paid and satisfied, (see note on legal procedures in the Introduction to this document). John Bramwell died a few years later, and according to the Cartmel Parish Registers, was buried on 16 June 1811 aged 51. In his will, he appointed his son, also named John Bramwell as his executor, and so a John Bramwell appears in a later transaction. The property that was added to Slater's existing estate in Field Broughton on that day was same messuage etc and the same almost 8 acres of land which Birch had mortgaged to Margaret Hall in 1805.

In the ten years following the purchase of his first estate in Field Broughton in 1807, William Chamney Slater spent a lot of money developing it, and its addition in 1809, so that by the time it was sold "the whole of the buildings and lands have been very much altered" since he bought them. On **14 February 1817**, he started to raise mortgages to meet the costs, and on that date raised £500 from John Parker, a Yeoman of Claughton, near Lancaster. It was secured on the whole of the larger part of his estate which he had bought in 1809, and was intended to be repaid six months later on 14 August. However, not only was that not going to happen, but on **3 July 1817**, Slater borrowed another £100 from Parker, with a promissory note and a witnessed memorandum to add this debt to the existing mortgage security.

A few months later, on **14 February 1818**, Slater raised another £500 from William Mashiter, a Farmer from Highfield, Lancashire, with a mortgage on the property bought in 1807.

The following year, Slater's financial situation was getting worse, and on **12 & 13 February 1819**, by Lease and Release, Slater raised another mortgage for £400 from Henry Threlfall, a Yeoman from Ellel, near Lancaster. However, this mortgage, secured on both parts of Slater's estate, not only provided a security for Threlfall, but after mentioning the £500 and £100 due to John Parker, and the £500 due to William Mashiter, gave Threlfall the discretion and right to sell any parts of the estate, if he saw fit to do so. The release included the usual provision that if Threlfall did make any sales, then after repaying the recited mortgages, any surplus monies to arise should be treated as trust money and be returned to Slater.

However, time was running out for Slater and the following year, when he was seeking to raise yet another mortgage, it must have seemed as if he was likely to be declared bankrupt. As temporary short term fix, on **14 February 1820**, Slater not only assigned the surplus monies which would be due to him if Threlfall sold his property, in exchange for a new mortgaged loan of £450 from Robert Clark of Lancaster, Gentleman, but he also had to agree to an order to Threlfall to proceed with some sales.

This transaction on 14 Feb 1820 is described as a short term fix, as other creditors were moving in on Slater. As a not usual measure to avoid formal bankruptcy proceedings, his creditors forced him to hand over to them everything he possessed. His local creditors must have been aware of his mortgages, but it is conspicuous that the mortgages were raised from people in the Lancaster area, but it was creditors in or near Cartmel who chose to move against him. By Lease and Release on **24 & 25 March 1820**, Slater assigned the whole of his real estate and all his personal estate, to three representative creditors. Those three representative creditors were William Field of Cartmel, Shopkeeper, Edward Hall of Cark, Miller, and Robert Galloway of Cartmel, Sadler.

There are two features to the indenture of release, vesting all Slater's assets in his creditors, which may have been usual for this type of transaction, but have not yet been seen before in any local documents. Firstly, it was drafted so that other creditors could be added

as parties to the agreements, when they proved the debts owed to them. Secondly, there is a schedule attached to it, taken by his assignees on **25 March 1820**, of all Slater's furniture goods and chattels. That schedule lists all his possessions, room by room in his house, and each outbuilding.

On 24 June 1820, the assignees put an advertisement dated **13 June 1820** in the *Westmorland Advertiser Kendal Chronicle* for a "Desirable Residence to be sold by auction, at the house of Mr James Fletcher, Innkeeper, in Grange [etc.], on Wednesday, the 9th day of August next [**9 August 1820**], at six o'clock in the evening". That advertisement describes "All that beautiful and compact estate called Broughton Grove ...", and there is a full copy of that advertisement in the CPLHS Archives.

At that auction it seems that all of Slater's real estate was put up for sale, and there are details of the conditions of sale for two of the lots amongst the documents in this hoard. The mansion house comprized one lot, where its name Broughton Grove first appears, and two cottages built by Slater comprized "Lot 3". Both these lots were both bought by Richard Machell of Broughton Lodge, Gentleman, whose name is indorsed on their respective conditions of sale as the highest bidder, having bid £3,710 for the mansion and £94 for the cottages.

The formalities for completing Machell's purchase of these properties were done with a Lease and Release on **9 & 10 February 1821**. This release is by far the largest single document in this hoard, being 9 sheets of parchment over 30" x 20". There were nine parties to it, and it has 13 introductory 'whereas' clauses, including long recitals of 11 of the indentures mentioned above. The nine parties to it were firstly the three assignees of Slater's property, followed by Slater himself, then the five parties with interests in the mortgage securities, (i.e. John Bramwell, John Parker's executors, William Mashiter, Henry Threlfall and Richard Clark), then the purchaser Richard Machell, and finally Richard Machell's brother William Machell as a new trustee for the technically unexpired mortgage terms.

At that time, some of the deeds for some of the property were still in the custody of William Tunstall Picard, who is mentioned above as the trustee for the security of some annuities on 16 February 1807. Consequently, on **10 February 1821**, Picard entered a covenant with Richard Machell that (a) he would produce the deeds if needed, and (b) he would pass them over to Machell in due course, after the annuitants had died. That covenant has a schedule of those deeds appended to it listing 8 documents, dating from 1746 to 1807. Whether the documents ever reached Machell is unknown, (he probably didn't need them), but none of them are in this hoard, though they are listed in the transcript of his covenant.

At the time of the 1841 census, Richard Machell was still living at Broughton Grove, together with his wife Harriet and two male servants and three female servants. At that time, when ages were rounded down to the nearest 5 years, Richard was aged 60 and his wife Harriet was aged 55. Richard had already made his will by then. A copy of that will dated 14 April 1831, and its codicil dated 23 Feb 1843, is amongst the papers in this hoard. The codicil deals with a bequest of £3,369 vested in 3½% stock bequeathed to him by his late wife Lucy Machell, (indicating that Harriet was not his first wife), and he gives Harriet the benefit of its income for her life, but after her death it is to be shared between the Rev^d James Ivory Holmes of Baring Crescent, Exeter, and John William Holmes, of Adelaide in South Australia, whom one might assume to be Lucy's relatives. It seems that Richard Machell had no children, or none that survived infancy, as none are mentioned in his will, by which he gives everything to his two brothers, William Machell and John Machell, with instructions for them to allow his wife Harriet to enjoy his property during her life time, and then sell it and invest the proceeds for the benefit to be shared between them, his two brothers, and his two sisters, Isabel and Jane, and after all their deaths, the investment is to go to his nephew James Machell.

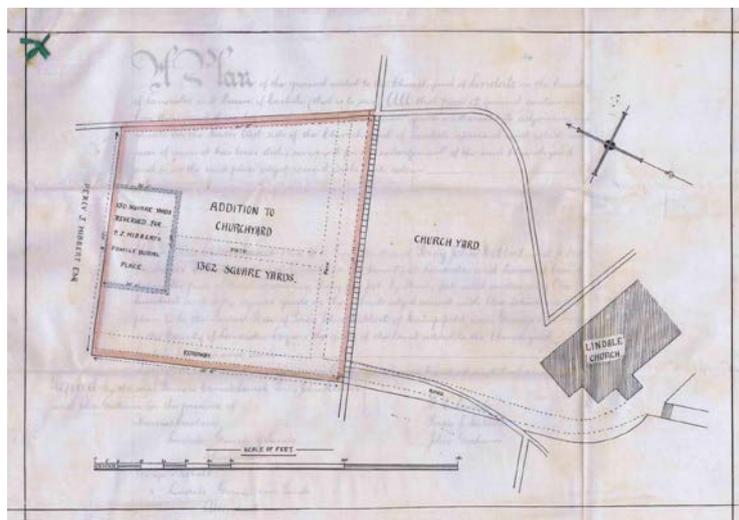
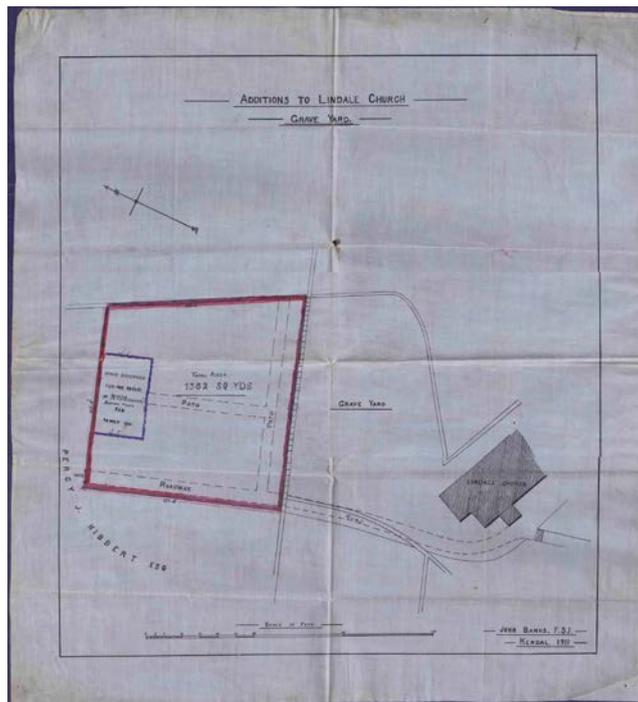
Richard Machell's death was registered in the 4th quarter of 1844. At the time of the 1851 census, his widow Harriet, then aged 69, was still living at Broughton Grove. Harriet's death was registered in the 1st quarter of 1857. At the time of the 1861 census, Broughton Grove was occupied only by a gardener, William Wilson and his wife and daughter. By the time of the 1871 census, Broughton Grove was owned and occupied by Thomas J Hibbert, and his wife brother and four servants who were in his household there then.

There are no documents in the hoard relating to Field Broughton later than the copy of Richard Machell's will, so one may assume that the conveyance to Thomas Hibbert was passed on as part of the title deeds to subsequent owners.

Part 2 : LINDALE CHURCHYARD

On 24th Jan 1912, Percy Hibbert's local solicitor, Hart Jackson of Ulverston, wrote to him with a letter headed "re. Lindale Church", and the opening paragraph thereof was : "Mr A.N.Bowman the Registrar has sent us a copy of the Act of Consecration. This completes your gift of the additional land to the Churchyard and we therefore enclose you a copy of your conveyance and also a copy of the Act of Consecration". That letter, and its enclosures, are now part of bundle No.12 in the Hibbert hoard of documents.

The background to that correspondence is that on 22 June 1911, Percy John Hibbert gave 1362^{sq.yds} of land to extend Lindale Churchyard, with a reservation that 150^{sq.yds} thereof should be reserved for the burial of himself and his family. All the land added to the churchyard then was declared to be consecrated ground by the Bishop of Carlisle on 16 January 1912. Each document has a large separate plan of the Churchyard attached to it, and reduced size copies of them are illustrated below.



Part 3 : LOW NEWTON

This Part of the Summary of the contents of the Hoard deals with the documents in Bundle No.40, which has no original separate label for the bundle; it only has a Post-it note to indicate that the bundle was once No.40. The contents of this bundle can be summarised as being in five constituent parts, namely, (1) Three indentures dated between 1706 and 1724, which have not been transcribed because their contents are all recited in the next document; (2) An abstract of title, covering the period 1706 to 1809, which is summarised below, and leads to a family dispute in the High Court of Chancery; (3) five documents relating to those Chancery proceedings, transcribed and summarised below, which lead to an Order that a large estate should be sold in lots, including Edward Hall purchasing one of the lots, Lot 4; (4) an account to Edward Hall from his solicitor for all the Court proceedings; and (5) a Memorandum of an Agreement in 1848 for Edward Hall to sell some property in Lower Newton to Susanna Newby.

The heading Low Newton is used for this Part as it is the current name for the area variously referred to below as Nether Newton or Lower Newton. However, references are also made in some documents to a Lot in Lower Newton being part of a larger estate with parts outside the Cartmel peninsula.

The introduction to the Abstract of Title reads as follows “Abstract of Title to a dwelling house, barn and other premises at Lower Newton in the parish of Cartmel and County of Lancaster, formerly the estate of William Preston, and also to an inclosure of land called Askew Meadow, formerly the estate of Timothy Askew, and to an allotment in Cartmel Fell, and all which premises lately belonging to John Slater dec’d”. The details given in that abstract as are follows :

The abstract starts with an indenture of **30th December 1706**, by which Thomas Fell of Nether Newton, with his son Christopher, sold to Myles Dixon of Nether Newton, House Carpenter, for £112, property in Nether Newton comprising a messuage with the land belonging to it, namely, the Meadow on the back of the barn, about 1^a, the two Riddings, about 2½^a, & the New Close, about five roods [5^r], subject to annual fee farm rent of 2^s/2¾^d as also 7½^d for knowing rent.

Next on **1st February 1721**, Myles Dixon and George Borwick of Godersike in the parish aforesaid, Yeoman, sold to Robert Dixon of Nether Newton, Yeoman, for £252, *All* the premises mentioned and comprized in the above abstracted indenture, *and also* the closes or parcels of ground following viz^t, two dales called the little Crag, the little Meadow, the Kicksey Dale, the little Close, with two orchards and one garden, all which closes &c. are at or near Nether Newton, subject to annual fee farm rent of 3^s/2¾^d and a knowing rent, due and payable twice in five years, and 9^s or thereabouts in lieu of tithe corn.

Robert Dixon probably died in December 1723, and by his will dated **7 December 1723**, he gave all the above premises to be shared equally between George Barrow of Ayside, John Riding, a Linen Webster from Billington in Lancs., but then of Nether Newton, and his sister Mary Dixon, (then the wife of Thomas Greenhow).

On **2 February 1724**, George Barrow and John Riding sold for £146 to William Preston of Witherslack, all that messuage etc. at Nether Newton formerly belonging to Myles Dixon. Some of the field names in this transaction are slightly different from the 1706 transaction above, namely Browdale and Ridding, the New Close, and the Little Meadow, but the rent liabilities are the same, i.e. a fee farm rent of 2^s/2¾^d, a knowing rent of 7½^d due every 2½ years, and tithe corn money of 4/11¾^d.

However, George Barrow and John Riding were not the only parties with an interest in this property at that time, as Robert Dixon’s will had also given an interest in it to sister Mary, then the wife of Thomas Greenhow, a Yeoman of Cartmel Town. The next abstract,

dated only **February 1726**, is for the same premises to be conveyed by Greenhow and his wife to William Preston, then of Nether Newton, for another payment to them of £146. Robert Hall's solicitor, Richard Willis, raised several queries on this transactions, which are covered in the transcript.

Next, under the heading **4th June 1767**, comes the probate copy of the will of William Preston, in which, amongst other things, he gave all his freehold estate at Nether Newton to two trustees for various family benefits, those trustees being William Seatle of Nether Newton and John Stones of Lindale.

On **12th & 13th February 1783**, by Lease and Release, Seatle and Stones sold to John Slater of Upper Newton for £590, all that freehold estate at Nether Newton that was formerly the estate of William Preston dec'd, consisting of two messuages or dwelling houses, barn, malt kiln, and other outbuildings, and about 20 acres of arable meadow and pasture ground, together with all etceteras. The fields are not named, nor are the various fee liabilities quantified in this transaction.

A few years before that last transaction, John Slater had also bought some other property, and the abstract continues with details of that under the heading "Title to Askew Meadow, formerly the estate of Timothy Askew".

Timothy Askew's will dated **12th April 1756** only refers to his estate at Newton, without any details of its composition. His intention was that it should all ultimately go to his daughter Ann Askew who was still a minor then, but in the mean time, one half was given to his parents, Thomas and Ann Askew for their lives, and the other half was given to his wife Dorothy Askew, until his daughter reached the age of 21. But for both halves, if his daughter died before coming into the property, then each half was to stay respectively with his father, Thomas Askew, and his wife Dorothy Askew.

Timothy's daughter Ann must have died shortly afterwards, as in the probate copy of the will of Thomas Askew, dated **4th June 1761**, he gave a life interest in his estate (details unspecified), to his wife, his sole executrix, and after her decease, it was to go to Peter Barrow of Barber Green, Maltster, and his son George Barrow.

After Thomas Askew's death, his widow Dorothy married Richard Walker, a Lancaster Merchant, and on **1st March 1763**, Richard & Dorothy transferred Dorothy's half share in the Askew property to a trustee, John Wilson, a Lancaster Bookseller. The intentions of this trust were to be primarily for Richard & Dorothy to jointly dispose of the property, or Dorothy alone to do so when widowed, but until such disposal, then for their benefit during their lives, after which it should either go to the heirs of their two bodies, or failing that, to Dorothy's sister Sarah. The only details of the property given in this transaction are that it is in Newton, and comprises two messuages or dwelling houses, one malt kiln, and about 30 acres of land.

One of the provisions in the last mentioned indenture is that Richard and Dorothy would "would levy a fine in *cognizance de droit come ceo &c.*", presumably to record the change of ownership. So the next document in the abstract is that indenture of fine dated **9th March 1763** wherein John Wilson and others are described as petitioners, and Richard and Dorothy Walker are described as defendants.

The two halves of Thomas Askew's estate came together again when, on **15th & 16th February 1773**, by Lease and Release, they were sold by Richard and Dorothy Walker and Peter and George Barrow, to John Slater, then a Yeoman of Upper Newton, though no sale price is mentioned in the abstract. However, for some unspecified reason, that indenture is described in the next document as "a very imperfect conveyance, and not sufficient to vest a full and complete title in fee simple of the said Richard Walker and Dorothy his wife, moiety of the said premises in the said John Slater". That next document, dated **17th June 1776**, seems to be a redraft to fulfil the earlier intention.

On **1st December 1800**, shortly before he died, John Slater raised a mortgage loan of £800 from George Moore, a Shoemaker in Cartmel Town. This mortgage was secured on the Askew estate, with a similar description as above, except at this time the abstract (rightly or wrongly) describes it as being at Upper Newton, rather than Nether Newton.

Prior to that mortgage, John Slater had made his will on **21st October 1797**, with some unusual provisions which subsequently lead to a dispute in the High Court of Chancery. The three trustees, to whom all his property was given, were two of his wife's relations, Thomas Walker and Myles Walker of Rusland Hall, Gentlemen, and his brother George Slater of Spital in the parish of Kirkby Lonsdale. His real estate is only described as "all", with locations in both the Upper Allithwaite and Staveley Divisions of the parish of Cartmel being mentioned. After the usual authority to sell some property to pay debts, and giving an annuity to his wife, he goes to describe his son, Thomas Chamney Slater as "graceless and un...tiful[?]" and he is left almost nothing if he continues to "live dwell or cohabit with his then wife Agnes", who was obviously intensely disliked in the family. However, if this wife should happen to die, and his son "should marry with some honest and respectable person's daughter, who could give her 2 or 300[£] to her fortune, and the same should be of such good morals and reputation as should give satisfaction to his said trustees", then his son and children from a 2nd marriage would finish up getting almost everything ! Failing that, his trustees should keep everything for themselves.

Cartmel Parish Registers record that John Slater's wife Esther was buried on 6 January 1800, and John Slater of Upper Newton himself was buried a year later on **18 January 1801**.

Two of John Slater's trustees also died soon afterwards. The next recited document in this abstract is the will of George Slater dated **9th July 1803**. After providing for his unnamed wife and daughter, (the latter being then the wife of Joseph Smith), he left all his unspecified real estate to his son William Chamney Slater, who was also his sole executor. After very briefly reciting George Slater's will, the abstract then notes that "Thomas Walker, one of the ex'ors of John Slater, died a bachelor and intestate, leaving the said Myles Walker his only brother and heir at law, & sole next of kin him surviving, who has taken out Letters of Adm'on to his effects."

It did not take long for John Slater's son, Thomas Chamney Slater, to start court proceeding against the trustees of his father's will. The next document recited in this abstract of title is a Decree in the Court of Chancery dated **5th July 1805**, for a cause in which Thomas Chamney Slater was the Plaintiff and the said Thomas Walker (since dec'd), Myles Walker and the said George Slater (since dec'd) and William Chamney Slater & others were the Defendants. The reason for the Decree that day was that the Master of the Rolls "did declare that the surplus rents and profits of the real estate of the said testator [John Slater] were not disposed of by his will". Consequently, the cause was referred to a Master of the Court to investigate, i.e. to prepare detailed accounts of all income and expenditure of the testator's estate, and then submit a Report to the Court.

It took nearly four years for the Master to prepare his Report which is dated **25th April 1809**, with details in this abstract.

The Court considered the Report on **18th July 1809**, and made several new Orders. The Master was to calculate interest on various sums, cash in the hands of the trustees was to be paid into the Bank of England in an account designated for this cause, and whatever property needed to be sold should be sold with the approbation of the said Master, and sale proceeds similarly paid into the Bank of England.

That document, with those Court Orders on 18 July 1809, is the last one mentioned in the Abstract of Title document. However, as the case progressed more documents in the Hoard were generated to record the progress of the case, as summarised below.

On **1st May 1810**, the Master of the Court, now identified as Samuel C. Cox, finished his next Report on the case, under instructions described above. The first part of the Report deals with the money and interest ordered to be paid into the Bank. It then goes on to recite that the plaintiff had made a proposal regarding what property should be sold, which the Master accepted. That proposal involved selling off 15 lots of the estate by auction. Two notices of the planned auction were placed in the London Gazette, which took place at the Cavendish Arms in Cartmel on 22 December 1809. The Report doesn't mention what happened to all 15 lots, but only reports that Lot No.4 was bought by Edward Hall for £675, and that the Master approved it.

So, back to the Court, which received and conditionally approved that Report on **2nd May 1810**, subject to any objections being lodged with the Court within eight days.

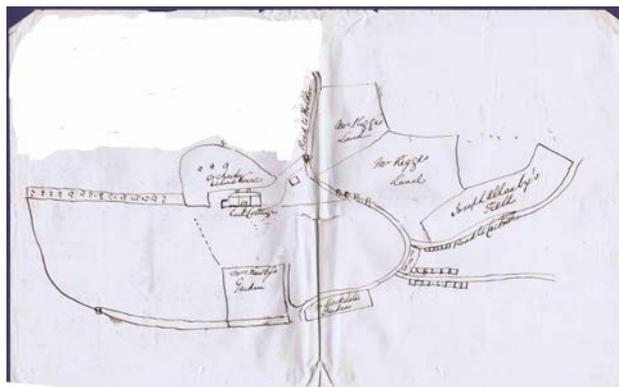
No objections were received by the Court, so on **8th June 1810**, the Court confirmed as absolute, its approval of the submitted Master's Report.

To make the now approved recommendation in the Report happen, Mr Wray, Counsel for Edward Hall, had to come back to Court on **10th August 1810** to seek another Order to complete the details of his client's purchase, which was duly ordered. Edward Hall was to pay his purchase money of £675 into the Bank of England by 24th December 2010, and it was to be invested in 3% bank annuities, which were not to be sold without notice to Edward Hall.

What happened eventually in the wider Court case on John Slater's estate is not mentioned in this Hoard of documents, which only concerns Edward Hall's property subsequently. The last of the five Court papers in the Hoard is simply a copy of a receipt from the Bank of England dated **5th February 1811**, confirming that he had paid in his purchase money of £675.

Needless to say, during these Court proceedings, a lot of legal costs would have been incurred. In the Hoard is an account for Edward Hall, probably sometime in 1811 but not specifically dated, from his solicitor, Richard Willis, for a total of £33.10^s.8^d, comprising 51 detailed items of work. It is clearly legible when printed on A4 sized paper, and so has not been transcribed.

The last or latest document in bundle No.40 is a memorandum of agreement, (not a formal conveyance), dated **21st October 1848**, between Edward Hall, then of Cark, to sell to Susanna Newby of Grange, for £1000, a farm in Lower Newton, with two cottages and just over 7 acres of land, (no field names mentioned). Completion of payment was to be made on 15 June 1849, and various other dates are given for possession to be transferred, and for notice to be give to current tenants. Presumably the sale was completed in due course with a formal indenture, which is not in this Hoard. However, after this document had served its original purpose, it was re-used to sketch a plan of part of Cark, illustrated below, with no explanation regarding why this plan is on this document.



Part 4 : AYSIDE Area

Numerically, there are more documents in the Hoard relating to the Ayside area than any other area in the Cartmel peninsula. They are arranged in 3 bundles, Nos 35, 37 and 38. Bundles 38 and 35 each conclude with conveyances of quite large estates to Henry Hibbert in 1873 and 1876 respectively. Bundle 37 deals with the Oakhead estate, but only with documents dated from 1719 to 1827, without specifically indicating how or when it became a Hibbert interest. However, Bundle No.35 is a large folder marked "Gardner & others to H Hibbert : Title deeds relating to property at Newton. Ayside & Oakhead purchased 1875". Within it is a separate small bundle of documents, designated below as bundle No.35a, with no conveyances in it but various documents, mostly dated 1846 to 1874, including a plan of fields in the Oakhead area. Consequently, the contents of this sub-bundle are described separately below.

Document Bundle No.35

Apart from the small sub-bundle 35a already mentioned, there are 17 documents in this bundle, of which only two have needed transcribing, i.e a very long abstract of title made in 1875 before Henry Hibbert's purchase, which recites all the earlier documents in this bundle, and the 1876 conveyance to Henry Hibbert.

The abstract starts by reciting that on **20 May 1839**, William Cowbourn, then late of Newby Bridge, Innkeeper, died leaving a widow Mary and 3 children him surviving, namely, his son John & John's 2 sisters, Grace & Ann. William Cowbourne's will was found to be invalid so John, his son and heir at law, carried out his father's wishes by Lease and Release on **27 & 28 June 1839**. In that Release, John Cowbourn, then late of Newby Bridge but then of Lancaster, Innkeeper, conveyed all his father's real estate to two trustees, (a) for use by widow Mary during her life time, and after that (b) to raise £500 each for John's sisters Grace and Ann, with the rest for John himself. The trustees duly appointed then were John Newby of Ulverston, Tailor, & James Cowbourn of Three Pits near Middleton, Manchester.

The estate in the Release comprized three properties, described as :

All that freehold messuage or dwelling house cottage barn stable cowhouse orchards & gardens, & several freehold closes of arable meadow & pasture land, situate *in or near Newton* containing 19^a 1^r 19^p, which were conveyed to the said William Cowbourn by George Shaw Petty & Robert Francis Yarker & others on **28 & 29 Mar 1834**,

Also all that estate or farm situate *at Ayside* consisting of a messuage or dwelling house garden cottage & barn & several closes of arable pasture & wood land, situate *at or near Ayside*, & containing altogether 20^a 0^r 38^p, & which were conveyed to the said William Cowbourn by Benjamin Hall on **12 & 13 Feb 1837**,

Also all those 3 closes of land situate *near Newton*, containing 5^a 3^r 34^p, & which were conveyed to the said William Cowbourn by Benjamin Hall on **1 & 2 Feb 1838**, all which said premises were in the several occupations of Edmund Ray & others as tenants or farmers thereof, together with all &c.,

These three properties stayed in the same family until bought by Henry Hibbert, but not without changes of personnel being recited in subsequent indentures.

Firstly, John Cowbourne died on **1 May 1845**, unmarried & intestate & no brothers, hence 2 sisters Grace & Ann Cowbourn became his co-heiresses, each inheriting a moiety or half share of his property.

Ann Cowbourn married George Parkinson of Lancaster, Linen Draper. He died 9 Nov 1854, with will dated 12 Oct 1854, his probate 15 Dec 1854. Ann died **25 Aug 1860**,

with will dated 5 Dec 1859, probate 12 Sept 1860. Ann's executors & trustees were brothers in law Thomas Gardner of Lancaster, Woollen Draper, & John Parkinson of Lancaster, Plumber & Glazier.

Widow Mary Cowbourn died in **December 1863**, at which time there was no need to raise charges of 2 x £500 with which the estate was incumbered as Grace & Ann were already the co-heiresses, although Ann was deceased by then.

Both the initial trustees had also died before the next conveyance was needed. James Cowbourn died on **28 Nov 1858** leaving the said John Newby, as sole trustee. John Newby died **4 Oct 1869**, and the net relevant effect of his recited will and probate was that his trusteeship passed to William Newby (later William Lindow Newby) of Keswick and Henry Newby of Liverpool. However, Henry Newby died before July 1873 leaving William Lindow Newby as sole survivor of the initial trustees.

Meanwhile Grace Cowburne had married Thomas Gardner on **4 Sept 1849**, and thus her husband, Thomas Gardner became interested in her moiety of this estate, after the death of her brother John. The other moiety of Ann Parkinson (née Cowbourne), was put up for auction some years after her decease, by her executors, and Thomas Gardner bought it, thus putting both moieties in his hands. On **4 Dec 1869** there was an indenture to achieve this objective, but it was found to be invalid and it is endorsed with an amendment on **22 July 1873** to return the property back to Ann's trustees. The following day, **23 July 1873**, another indenture effectively transferred Ann's moiety to Thomas Gardner for the initial auctioned price of £1,165. That conveyance of 23 July 1873 not only recites the description of the property from the 1839 conveyance quoted above, but also gives an updated description as follows :

All that messuage or dwelling house with the barn shippon two cottages outbuildings paddock garden and the several closes or inclosures of arable meadow and pasture land thereunto belonging, called respectively Great Croft, Low Croft and Kiln Head, Instill, Northern part of Blackett Moss, Middle part of Blackett Moss, Plantation at the South end of Blackett Moss, Allotment and Draper Close, the whole containing 25^a 2^r 2^p, situate *at and near Newton* and now in the occupation of Mr Mark Crow as tenant,

And also of and in all those three cottages with the garden buildings and several closes of arable pasture and wood land, situate *at or near Ayside* called by the several names and containing the quantities of land following, namely, Croft 1^a 0^r 2^p, Road Parrock 39^p, Green Close or Long Field 2^a 3^r 2^p, Haw 2^a 2^r 28^p, Horse Copy 2^a 1^r 26^p, Little Wood Field 3^r 16^p, Oak Head Wood 3^a 2^r 20^p, Tarn Moss 3^r 19^p, Moss 4^a 2^r 2^p, *except* and always reserved out of these presents to the heirs and assigns of John Briggs, late of Ayside, the herbage of the two last named Mosses, altogether 20^a 0^r 38^p, in the occupation of the said Mark Crow.

On the following day, **24 July 1873**, there were two further transactions by Thomas Gardner, firstly transferring both moieties to Roger Bowling of Lancaster, Gentleman, as trustee for Thomas Gardner & Grace his wife, and a Henry Gardner, (presumably their son), with the agreement of William Lindow Newby of Cockermouth, Civil Engineer, and with remainder of Grace's moiety to go Thomas Gardner & his heirs.

In another indenture of **24 July 1873**, Thomas Gardner & Grace his wife, & Henry Gardner, raised a mortgage of £2,000 @ 5% from John Gudgeon of Blackpool, Gentleman, with power of sale in default of payment, with Henry Gardner primarily responsible for the repayment.

Thomas Gardner died **16 April 1874** , hence his wife Grace is the only parent party to subsequent transactions.

On **10 May 1875**, the mortgage security was assigned from John Gudgeon to Elizabeth Stewart of Edinburgh, widow, who refunded the £2,000 still outstanding on it.

In an indenture of **30 Aug 1875**, (1) Henry Gardner, and (2) Grace Gardner, the said Henry Gardner & Mary Elizabeth Gardner of Lancaster, spinster, (presumed children of Thomas and Grace Gardner), appointed new trustees for the whole property for Henry Gardner's benefit, subject to the £2,000 mortgage, the new trustees being : Atkinson Parkinson of Lancaster, Esq're, & William Barrow Ray of Guy Hill in the parish of Tatham, Wine Merchant, the purpose of the indenture probably being for Grace Gardener to relinquish all claims inc. dower &c. in anticipation of its sale to Henry Hibbert.

On **16 May 1876**, Henry Gardner, then of Liverpool, Gentleman, with the participation of both his mother Grace, his mortgagee Elizabeth Stewart, and his recently appointed trustees Atkinson Parkinson and William Barrow Ray, sold the whole property for £3,000 to Henry Hibbert, £2,000 of the proceeds going to Elizabeth Stewart to discharge the mortgage and the balance of £1,000 going to the said Henry Gardner. The description of the property in this conveyance is almost identical to that quoted above from 1873.

In 1928, after the death of Henry Hibbert's nephew, Percy John Hibbert, the above estate at least was sold. The indenture of 16 May 1876 has endorsed on its reverse side nine memoranda, plus one deleted memorandum, all dated in **August or September 1928**, which give details of the various lots in which the estate was sold, and who bought them. There is too much detail in these memoranda to recite them all here, but that detail is available in the transcript thereof. Suffice it here to mention the names of the purchasers of one of the nine lots mentioned : Emily Atkinson, James Bell, Richard Miller Clark, Mary Elswitha Collins, Rachel Maria Cowherd, Agnes Hiorns, Thomas Jackson, Edward Long, and George Ridding and Grace his wife.

Document Bundle No.38

Bundle No 38 contains the title deeds etc of an estate bought by Henry Hibbert in September 1873 from the assignees of James Gunson after his bankruptcy. Gunson had accumulated this estate in several parts, hence there are several parts to the abstract of title. These abstracts, made in 1873, include recitals from six earlier deeds in the bundle, the transcription of which has thus not been necessary to discover their contents. The following description of the history of the property, prior its offer for sale by Gunson's assignees, is taken from the various abstracts of title.

The first abstract, prepared by the solicitors S Hart Jackson of Ulverston & Barrow, starts by reciting the will of Thomas Walker, formerly of Ayside, Yeoman, which was made on **21 March 1829**. The executors were John Atkinson Esq of Broughton & George Gibson of Cartmel, who proved the will on 28 July 1829. This will does not have a detailed description of the testator's property, beyond saying that it is at Ayside, but after provisions for it during his wife's life, it was ultimately to be shared by his children after they reach the age of 21.

23 years later, on **20 April 1852**, the surviving parties interested in Thomas Walker's estate sold to James Gunson for £111 :

All those 3 messuages or dwelling houses, (formerly 1 messuage or dwelling house & peat house adjoining), situate standing & being on the East side of the highway leading betwixt Newton & Newby Bridge,

Thomas Walker's widow Mary had died on 14 Nov 1831, and details of the nine interested members of Thomas Walker's family then parties to that transaction are given in the conveyance, (see transcript of abstract), but only eight ninth parts could be conveyed then because one of the parties, a grandson named John Walker, was still a minor aged about 7 years old, whose interest was protected by a trustee.

On **22 June 1871**, James Gunson raised a mortgage on this property for £150 from Richard Benson of Low Mosside, Ulverston.

This part of the first abstract concludes with a note that on **31 Jan 1873**, "The said James Gunson filed a petition for liquidation of his affairs by arrangement or composition under Sections 125 & 126 of the Bankruptcy Act 1869, & at the general meeting of creditors under the said petition held at the Temperance Hall in Ulverston, in the said County of Lancaster, it was resolved that Alexander Fulton be & was thereby appointed trustee, and the resolutions & proceedings at such meeting of the creditors were duly registered as required by the said Act."

There is then a separate abstract to note that at an unmentioned date in 1873, the mortgage to Richard Benson was paid off during the administration of the bankruptcy, and the security for it was released to the trustee, Alexander Fulton of Kendal, Estate Agent.

The second main abstract, prepared by solicitors Moser & Sons of Kendal, starts by quoting the conveyance of **14 Nov 1843** in which for £360, Nicholas Long of Warton, Lancs., Weaver, eldest son & heir at law of William Long, late of Ayside, Yeoman dec'd, conveyed to James Gunson of Ayside, Schoolmaster, and his trustee Robert Field of Cartmel, Solicitor, three parcels of property, namely :

All those 2 messuages cottages or dwelling houses at Ayside called & known by the names of Lower House & Middle House, with the barns stables & other outhouses garden & orchard adjoining & thereto belonging,

Also All those 3 closes or inclosures of land called or known by the several names of Broad Close otherwise Pitmoor Close, Hempland or Higher Hempland, & the Hill, which said several closes of land were situate near Ayside, & contained together ... [area left uncompleted],

And also All those two third lots or shares of him, the said N Long, of & in the peatmoss or turbury ground then late belonging to the said Agnes Clark dec'd, situate in Fiddler Hall allotment near to Ayside, as the same had been lately divided & staked out into 3 equal lots parts or shares, which said lots of him, the said Nicholas Long, were known by the names of the South Lot & the East Lot, & contained together 3^r 3^p.

The recitals in this conveyance start by mentioning that in the will Agnes Clark, late of Ayside, spinster dec'd, dated **2 July 1808**, she devised her property in two parts, one to her brother in law, William Long and his heirs, the other part direct to her nephew, the said Nicholas Long and his heirs. The part devised to William Long was described as :

All those two lengths of timber late belonging to her barn or outhouse & which adjoined to her Lower House, & which testatrix had suffered him to convert into a dwelling house, together with one third part of all testatrix's peat moss & turbury of the rest of her outhouses.

The part devised to Nicholas Long was described as :

All her messuage or dwelling house called the Lower House in Ayside, with the several closes or inclosures of land called Pitmore Close, Hempland Hill, Foldstead & orchard & one third of all testatrix's peat moss & turbury & the rest of her outhouses.

The recitals in this conveyance continue by mentioning that in his will made on **31 Oct 1839**, William Long gave all his net personal estate to his two sons, Nicholas and William, but his real estate was to go to his son Nicholas, which was then described as :

All his messuage & tenement house & outhouses & gardens & whatever belonged to the same, at Ayside called Middle House.

Thus by two routes, Nicholas Long became the owner of all the property that he sold to James Gunson on 14 Nov 1843.

The next part of this abstract continues under the heading "As to further part of the premises", with details of a conveyance of **14 Feb 1844** to James Gunson by William Penny, late of Ulverston, but then of Holme in Westmorland, Weaver, and Myles Penny, his eldest son & heir at law by Catherine his late wife dec'd. formerly Catherine Long, Spinster, daughter of Wm Long dec'd.

The recitals to this transaction start with the wills of Agnes Clark and William Long, already mentioned above, plus the fact that William Long also gave part of his inheritance to his dec'd daughter Catherine, who had married William Penny. Hence after Catherine's decease, her husband and son had agreed to convey to James Gunson and his aforesaid trustee Robert Field, for £40 :

All that messuage cottage or dwelling house, situate at Ayside then called & known by the name of the Upper House, with the garden adjoining & belonging.

And also All [their] one third share of & in the peat moss or turbury ground then late belonging to the said Agnes Clark dec'd, situate in Fiddler Hall allotment near Ayside, as the same had been lately divided & staked out in 3 equal lots parts or shares, and their part was known by the name of the South Lot, & contained 75 perches.

Later that month, on **23 Feb 1844**, James Gunson, (with his aforesaid trustee Robert Field), added another small plot to his estate for £40 in a conveyance from William Borwick Clarke of Whitehaven, Surgeon, & Jane his wife, the intention being for Jane to release her claim of dower on this property, although the background to that claim is not mentioned. The property conveyed then was :

All that close inclosure or parcel of land called the Parrock at Ayside, & containing 27 perches, which said close of land was contiguous to the property then lately purchased by the said James Gunson from Nicholas Long & others,.

The last of the abstracts is a supplement for a memorandum signed by James Gunson on **15 April 1854**, which records that he and William Simpson of Lyth, Westmorland, Farmer, were the executors of the will of Joseph Rushforth, late of Crosthwaite in the parish of Heversham, Westmorland, Bobbin Manufacturer, and as such they had contracted with George Rushworth of Undermillbeck and William Rushforth of Crosthwaite, Bobbin Manufacturers, for the sale to them at a valuation of the stock in trade late of the said Joseph Rushworth, dec'd. That stock was subsequently valued at £897.11.10. However, as it was not convenient for them to immediately pay for that stock, James Gunson joined them as a partner, paid £7.11.10 to William Simpson, and gave also him a security for the balance of £890.

James Gunson's real estate was put up for sale in lots by auction, by his bankruptcy trustee, at the Crown Hotel in Grange on Friday the **25th April 1873**. At that auction, Henry Hibbert bought two lots, one for £770 and the other for £225. The auction documents for these two lots, with conditions of sale and confirmation of purchaser, are both in this bundle and both have been transcribed.

During the subsequent verification of the title, it must have been realised that the part of the estate that Gunson had bought from Thomas Walker's family on 20 April 1852 only covered eight ninth parts of that property. Consequently, there must have been a search for the John Walker who was only a minor aged 7 in 1852. His situation was explained in a formal Declaration on **21 Aug 1873** by his mother, from which the following is an extract :

"I, Ann Shepherd, the wife of John Shepherd of Ulverston, Shoemaker, do solemnly and sincerely declare (1) that I am the mother of John Walker, the eldest son of Thomas Walker who was the son of Thomas Walker of Ayside, Yeoman dec'd, (2) that I was aware that a sum of £12 8^s 6^d was due to my son, the said John Walker, being his share of the proceeds of the sale of certain real estate under and by virtue of the will of the said Thomas Walker, his grandfather, and that such money was in the hands of Mr John Birkett of Birkett Houses, Cartmel, Yeoman, and Thomas Robinson of Kendal, Grocer, (3) that when the said John Walker attained his full age of 21 years on 20 Dec 1865, I accompanied him to the said John Birkett to receive such money, but was informed by the said John Birkett that such money was in the hands of the said Thomas Robinson, who would pay the same to the said John Walker in ten days or a fortnight from that time, (4) that the said John Walker received a letter purporting to come from the said Thomas Robinson requesting him to come over to Kendal to receive his said money, (5) that the said John Walker was at that time living with me and left my house to go to Kendal, and on his return he informed me that he had been to Kendal and received his money, namely, the said sum of £12 8^s 6^d, and interest thereon up to the time of payment, and the said John Walker gave me £1 out of such money, (6) that the said John Walker was a sailor and left England about Easter in the year 1866 for New York, and before leaving England, informed that he intended shipping to Queensland, and intended to stay in that Colony, (7) that the said John Walker regularly communicated with me, but since his departure from England as before named, I have had no word or communication from him, nor have I heard anything of him, and I believe that if alive, the said John Walker would have written to me before now."

On receipt of this Declaration, Henry Hibbert wrote to his solicitors, Messrs Harrison & Reveley of Cartmel, on **23 Aug 1873** saying "Having had this Title thoroughly explained to me, with all its imperfections, I agree nevertheless to accept same and dispense with the conveyance by John Walker, or his heir at law or representatives, of his or their estate and

interest in the property sold, or any part thereof, & to indemnify you from all responsibility on account of such imperfect title.”.

The conveyance for the completion of Henry Hibbert’s purchase from Gunson’s trustee is dated **11 Sept 1873**, in which the descriptions of two lots he bought may be summarised as follows :

Firstly All those two messuages or dwelling houses at or near Ayside on the East side of the highway leading though Newton in Cartmel and Newby Bridge, as the same are now or were lately in the occupation of John Atkinson and Henry Bispin as tenants thereof, and also all that barn and outbuildings orchard and gardens at Ayside, standing and being opposite to the said dwelling houses and on the West side of the said highway between Newton and Newby Bridge, and adjoining the South side of another highway leading Westward from thence through Ayside, at present unoccupied,

And secondly All that messuage or dwelling house with the barn shippen peathouse gardens orchard and an inclosure of meadow land hereto belonging at Ayside, containing 2^a 0^r 38^p, as the same were recently in the occupation of the said James Gunson, and also all those three cottages in the rear of the lastly hereinbefore described premises, in the respective occupations of John Batty, Mrs Taylor and Thomas Battersby, together with all etc.

Document Bundle No.37

The documents in this bundle all refer to the **Oakhead estate**, and are in three sub-bundles for 1719-1795, 1811-1827, & 1827. There do not appear to be any documents in the hoard which deal specifically with this estate after 1827, although it is shown on a plan in bundle 35a described below.

The earliest document in this bundle is a conveyance dated **9 Aug 1719**, in which Edward Swainson of Cartmel, Yeoman, sold to John Knipe of Crosthwaite, Waller, for £201 :

All those his messuages lands tenements and hereditaments at Oakehead, now in the possession of himself or his assigne or assignes, farmer or farmers, together with all and singular the houses outhouses edifices buildings barnes stables orchards gardens arable lands meadows feedings pastures commons common of pasture and turbury mosses moss grounds hedges ditches etc.

There is no mention of when this John Knipe died, but on his decease, his estate was inherited by his only daughter Margaret as his heir at law. By 1770, this Margaret had become the widow of a James Knipe, and had two sons by him, another John Knipe and Isaac Knipe, all of whom are mentioned in a marriage settlement, made by way of Lease and Release dated **11 & 12 Sept 1770**, just before Margaret was married again at Finsthwaite on **22 Sept 1770** to Richard Hudson of Newby Bridge, Inn Keeper. The trustees appointed to look after various interest in that settlement were John Simpson of Finsthwaite in the parish of Coulton, and John Gibson of the Height in the parish of Cartmel, Gentleman. The property described in the settlement which Margaret had inherited from her father may be summarised as :

All those her messuages and tenements with the lands grounds heredit's and appurt's, commonly called and known by the name of Oakhead,

And also all those her several closes inclosures or parcels of land or ground at Fiddlehaw on the East side of the highroad leading between the market towns of Hawkshead and Cartmel, called by the names of Limekiln Close, Moss Close, Ginger Yeat, Moss Meadow and the inclosure of moss ground called the Low Moss otherwise Whaw[?], (except in and out of the said moss called Whaw[?] all and such acres of turbury with their rights and privileges reserved for ever to the owners and possessors thereof), containing about 9 acres,

all of which was subject to the yearly fee farm rent of 2^s 3^d, and tythe 2^s 1½^d, and 5^d knowing rent every two years and a half.

11 years later, on **1 Oct 1781**, the two properties described above were mortgaged by Richard Hudson and Margaret his wife to Robert Atkinson of Longlands yeat in the parish of Cartmel, Gentleman, for £100.

Cartmel parish registers record the burial on **22 Jan 1786** of Margaret Hudson, wife of Richard Hudson of Oakhead. Her death must have sparked a family dispute which went to court, as this bundle of documents includes a copy of the judgment from the court at Lancaster dated **26 March 1786**. The parties to the case are named, though not described, and the arguments in the case are not recited, so one can only speculate on the identity of the parties and the reasons for the case. The plaintiff bringing that case was William Field, a well known Cartmel merchant, whom one might assume was acting in the capacity of a trustee, either of Margaret's will or as a successor to the trustees in her marriage settlement. The defendants in the case were a John Knipe (presumably Margaret's son) and Eleanor his wife. The property involved in the case was "one messuage, one barn, one stable, one cowhouse, one garden, one orchard, 10 acres of land, 4 acres of meadow, 8 acres of pasture, 4 acres of peatmoss, and 1 acre of wood, common of pasture for all cattle and common of turbury, with the appurt's, in the parish of Cartmel" The judgment, described as an

agreement, continues : “*Whereupon* a plea of Covenant was summoned between them in the same Court, that is to say, that the said John Knipe and Eleanor his wife have acknowledged the tenements and commons aforesaid, with the appurtenances, to be the right of the said William Field, so those which the said William hath of the gift of the said John and Eleanor, and those they have remised and quit claimed from them, the said John & Eleanor and their heirs, unto the said William and his heirs for ever, *And moreover* the said John and Eleanor have granted for themselves, and the heirs of the said John, that they will warrant the tenements and commons aforesaid, with the appurtenances, unto the said William and his heirs against them, the said John and Eleanor and the heirs of the said John for ever, *And* for this acknowledgement remission quit claim warranty fine and agreement, the same William hath given to the same John and Eleanor £133 6^s 8^d”.

In a Lease and Release on **14 & 15 Feb 1787**, John Knipe and Eleanor his wife, borrowed an additional £180 from Robert Atkinson, thus bringing the total mortgage debt on due on his 1781 mortgage security up to £280, with the agreement of their trustee William Field, who is then identified as a Grocer in Cartmel.

The next documents in 1795 not only recite the above mortgages, but also that by then Robert Atkinson had died, and administration of his goods and chattels had been granted in the appropriate court to his widow Agnes Atkinson. Those documents are a Lease and Release, dated **2 & 2 March 1795**, with four parties, for conveying a part of the mortgaged property by John Knipe of Fidler Hall, Yeoman, to John Slater of Newton, Gentleman, for £379. The other parties to this transaction were Agnes Atkinson of Longlands, who received the purchase money as part settlement of the mortgage debt which was also covered by other property, the fourth party being John Robinson of Ulverston, Gentleman, as a trustee for the interests of the said John Slater. The description of the property in this conveyance may be summarised as follows :

All that messuage and tenement with the lands grounds heredit's and appurt's commonly known by the name of Oakhead, containing about 14 acres, all which said premises were late the estate and inheritance of Margaret Hudson, and on her decease and the decease of Richard Hudson her husband, descended or came to the said John Knipe as her eldest son and heir at law, and are now in the possession of the said John Knipe or his undertenants, together with all etc.

John Slater, died on 21 Feb 1801, but not before he had raised a mortgage on **11 Aug 1800** for £600, on both the Oakhead estate and other property, from Sarah Watson, a widow from Cartmel. After he died, his son, William Chamney Slater, fought the executors appointed by his will in a court case, as already described above on page 13 in relation to property at Low Newton. The outcome of that case was that all John Slater's real estate was put up for sale by auction, and the Oakhead estate was Lot 1 in that auction. It was purchased by John Briggs of Foxfield in the parish of Kirkby Ireleth, Yeoman, for £700, which was formalised with a Lease and Release dated **19 & 20 Aug 1811**. This release is a long documents on 4 sheets of parchment containing over 5,000 words, as there were 13 'whereas' clauses to recite the complicated background, and seven parties to it, namely :

- Myles Walker of Rusland Hall, Gentleman, devisee named in the will of said John Slater, and also the brother and heir at law of Thomas Walker, another devisee in the said will,
- Thomas Chamney Slater of Settle, Yorks., Yeoman, only son and heir at law of the said John Slater,
- William Chamney Slater of Broughton in the parish of Cartmel, Yeoman, son and heir at law of George Slater dec'd, who was also a devisee in John Slater's will,
- John Briggs of Foxfield in the parish of Kirkby Ireleth, Yeoman,

- William Robinson of Church Town Cartmel, Waller, and Richard Myers of the same place, Millwright, ex'ors of the will of Sarah Watson, late of Cartmel, widow dec'd,
- James Knipe of Fidler Hall, Yeoman,
- Henry Shaw of Ulverston. Gentleman,

The relationship of the first three of these parties to John Slater dec'd is explained in their descriptions, with further detail on page 13 above. Sarah Watson had died on 4 Apr 1810, and her named executors were appointed by her will dated 28 Dec 1808 and proved on 4 Sept 1810. James Knipe's role was to be a trustee for John Briggs, whilst Henry Shaw's role was also that of a trustee for the technically unexpired mortgage term.

The description of the property in this conveyance may be summarized as :

All that compact and improveable estate called Oak Head, situate near Newton and adjoining the highway leading from thence to Newby Bridge, consisting of a good farm house with suitable outbuildings orchard garden and several closes of land thereunto adjoining, and containing 27^a 2^r 8^p, in the occupation of Edward Garnett, all which said premises are situate within the township or division of Upper Allithwaite, and were heretofore purchased by the said John Slater, the testator, of one John Knipe, together with all and singular houses outhouses edifices buildings fronts folds ways passages waters watercourses woods underwoods trees commons etc.

A few years later on **13 & 15 Feb 1818**, John Briggs, (then described as late of Oakhead and afterwards of Fiddler Hall, Yeoman) with his trustee James Knipe (of Fiddler Hall, Yeoman), sold almost all the Oakhead estate for £800 to John Knipe of Oakhead, Yeoman. This may have been the same John Knipe who sold the Oakhead estate to John Slater in 1795 ? It certainly looks like a family transfer by John Briggs to his father in law, as when John Knipe wrote his will, (mentioned below), he mentions both a daughter Margaret Briggs and a grandson named John Knipe Briggs. In the same transaction, James Greaves Barton of Cartmel, Gentleman, replaced Henry Shaw as the technical trustee for the residue of the old unexpired mortgage term. The phrase 'almost all' is used above because after the full description of the property as in 1811 comes this exception :

Excepting and reserving unto the said John Briggs, his heirs and assigns, *All* that piece or parcel of ground as the same is now fenced off containing about 54 perches, and the newly erected dwelling house and buildings thereupon called by the name of Greenoak, situate on the West side of and adjoining the highway leading from Newton to Newby Bridge, together with the use of a pond or piece of water for soaking wood therein and taking water therefrom, lying behind the said newly erected dwelling house, and of a road from the said dwelling house to the said pond or piece of water and back again, with the appurt's.

Four years later, on **7 & 8 Feb 1822**, John Knipe borrowed £400 from Thomas Harrison of Seate, Yeoman, secured on the Oakhead estate, described with the same area of 27^a 2^r 8^p as in 1811 and not mentioning the exception noted in 1818. The term of the loan was for 12 months, and the conveyance of the security included a right of sale in case of default in prompt repayment.

It seems that neither the principal of this loan, nor the due interest @4.2% p.a., was paid by John Knipe before he died, nor did Thomas Harrison enforce a sale before then. At the time that he made his will John Knipe mentioned that his estate was incumbered with a mortgage debt of £484 then due.

John Knipe made his will on **24 Sept 1826**, which must have been very shortly before he died, as probate was granted to his executors on **25 Jan 1827**. The probate, with its copy of the will, is in this bundle of documents. The executors that he appointed were James Beck

and Myles Borwick, both of Newton, and his grandson John Knipe Briggs of Oakhead, the former two being granted the probate as the latter was still a minor at that time. The will gives everything in trust to his executors for specified uses. Whilst he mentions a token payment to his son James Knipe, the rest of his estate is for the benefit of his daughter Margaret Briggs during her lifetime, thereafter to go to his said grandson, John Knipe Briggs, if he attains the age of 21, otherwise to the grandson's (unnamed) sisters.

However, after the death of John Knipe, Thomas Harrison wanted his money back, and so the Oakhead estate was put up for sale by Thomas Harrison and John Knipe's executors, as soon as they had been granted probate.

The next and the latest documents in this bundle, are two pairs of Leases and Releases, the first pair being on **6 & 7 Feb 1827**, and the second pair being on **9 & 10 Feb 1827**. The six parties to the first pair were :

- Thomas Harrison of Seatle, Yeoman,
- James Beck of Newton and Myles Borwick of Head House, Yeomen, acting executors of the will of John Knipe of Oakhead, Yeoman dec'd,
- James Greaves Barton, late of Cartmel Town but now of Ulverston, Gentleman,
- John Briggs of Oakhead, School Master,
- William Bispham of Flookburgh,
- William Field of Cartmel Town, Merchant

The intention of the first pair of these documents was to convey the Oakhead estate back to John Briggs for £602, which he paid to Thomas Harrison to both discharge the mortgage debt, and as trustee for surplus proceeds. William Bispham became the new trustee for John Briggs, and William Field became the trustee for the technically unexpired old mortgage terms.

John Briggs' purchase at that time was funded by a new mortgage of £540, hence the second pair of documents in February 1827. John Briggs raised this new mortgage from George Coulton of Dendren in the parish of Aldingham, Lancs., Yeoman, and Hannah his wife, although the repayment was actually to be made to George's wife Hannah.

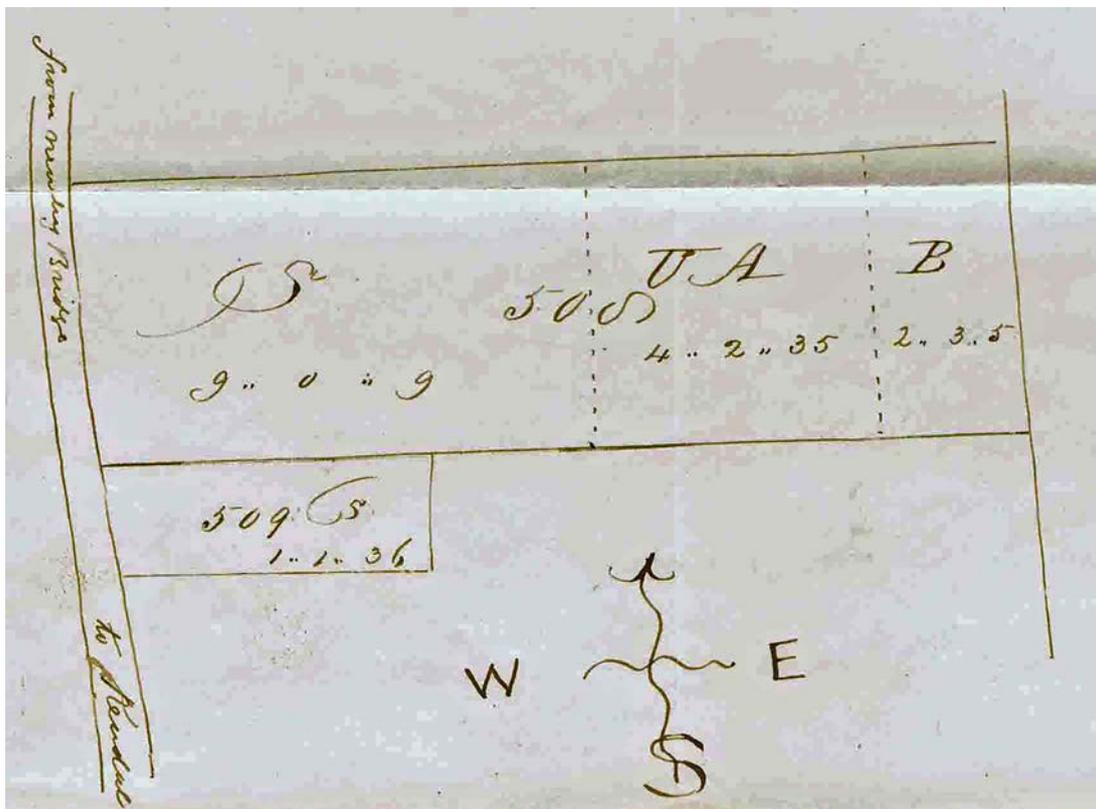
These four documents are the last/latest in this bundle. There is no evidence in the hoard regarding how the Oakhead estate became a Hibbert interest, although it does appear on a plan in bundle 35a described below.

Document Bundle No.35a

This bundle contains 10 documents, none of which are indentures, and all seem to relate to an estate at Ayside, once in the ownership of the Bramwell family, and later to the Nicholson family.

The earliest of these document is a copy of a receipt dated **20 Feb 1811**, in which Margaret Lamb née Bingham, with her husband John Lamb, acknowledges receipt of a £20 legacy, plus interest, given to her by the will of her grandfather, James Bramwell, late of Ayside, husbandman, paid to her by the Rev^d John Bramwell of Lindale, who is presumed to be an executor of that will,

There are two interesting documents dated **1846**, which may be preparations for some unavailable conveyance at that time. The first is an extract from the “Cartmel Inclosure Award of allotments awarded to Thomas Bramwell in right of his estate at Ayside”. which not only describes the location of two allotments of 16^a 2^r 9^p and 1^a 1^r 36^p respectively, but also has a plan showing the larger allotment was partly in the three separate townships of Staveley, Upper Allithwaite and Broughton, as illustrated below.



The other document from 1846, dated **15 June 1846**, is a formal Declaration by Mary Bramwell regarding the estate of her late brother John Bramwell at Ayside. The essence of that Declaration is that for 10 years prior to the decease of John Bramwell, of Lindale, Yeoman, on 1 June 1844; she had resided with him, managed his affairs (accounts), had never heard that his estate at Ayside was in mortgage to one Thomas Hodgson the younger of Cockerham Lancs., Yeoman, for £400, and that during the time that she managed his affairs, she never paid any sum of money as interest upon such a mortgage. The interpretation of this is probably that there was once a mortgage on that estate which had long since been paid off but never formally discharged.

The last four documents in this bundle, all dated within the same week in November 1874, are clearly preparations for the sale of property in Ayside to Henry Hibbert, following the death of David Nicholson. On **12 Nov 1874**, Cornelius Nicholson the elder of Wellfield, Muswell Hill, Middlesex, Esquire, made a formal Declaration, the substance of which is as follows :

“I am one of the children of Joseph Nicholson, formerly of Ambleside, long since dec’d, and a brother of David Nicholson, late of No.4 Italian Villas, North Street Wandsworth, Surrey, Builder, now dec’d, and Elizabeth Nicholson who afterwards became the wife of Thomas Preston, formerly of Ambleside; The said David Nicholson was my father’s eldest son. The said Thomas Preston died in 1837, leaving his wife, the said Elizabeth Preston, surviving him, and there was no issue from their marriage. The said Elizabeth Preston subsequently married John Hudson in September 1849, but died on 17 April 1856, without any issue from that marriage, and with the said David Nicholson, her eldest brother and heir at law, her surviving.” Copies of both Elizabeth’s marriage certificate to John Hudson and her burial certificate are attached.

The next two documents are both letters to Messrs Bircham & Co., Solicitors of 60 Threadneedle Street, London, authorising them to receive the purchase money of £750 from the sale of certain freehold lands at Ayside which had been contracted to be sold to Henry Hibbert. One letter is dated **12 Nov 1874** from Cornelius Nicholson regarding “£30 payable to me in respect of my wife’s right of dower out of ...” the said property. The other letter is dated the previous day, **11 Nov 1874**, from Robert Waterer of Chertsey, Surrey, Auctioneer, and Sir William Richard Drake of Parliament Street in the City of Westminster, who are identified in the next document as being the Trustees of the estate of the David Nicholson, dec’d. Their letter simply authorises the solicitors to receive £720, the balance of the purchase money for the contracted sale.

The last document in this bundle is a receipt on an official Inland Revenue form for assessing and receiving Succession Duty which was paid on **13 Nov 1874**. The form starts by stating that it is “An account of the Succession in Real Property of David Nicholson deceased, of Wandsworth in the County of Surrey, upon the death of Elizabeth Hudson who died on the 17th day of April 1856, derived from the said Elizabeth Hudson, the Predecessor by descent.” And that it was delivered by the above named Trustees of the estate of the said David Nicholson. It then describes two properties and their annual values, namely (1) Two closes of meadow land situate at Ayside containing 4½ acres, let at per annum £5 10^s 0^d, and (2) 14 acres of rocky land with larch timber thereon which was unfit to cut and the land was entirely unproductive during the estate of the successor; this land is not assessed for local taxes. There is then a formal declaration, signed by the Trustees on 6 Nov 1874, “... that this is a just and true Account of all the Succession in Real and Leasehold Property of David Nicholson upon the death of the before named Elizabeth Hudson, and that the said David Nicholson was born on the 13th day of October 1797, and is a brother of the said Elizabeth Hudson, the Predecessor from whom the said Property is derived.” There are then calculations made on 11 Nov 1874 to show that the Duty payable was £1 13^s 9^d, and that interest of £1 1^s 2^d was also due, making the total payable £2 14^s 11^d. The document concludes with a receipt for that payment on 13 Nov 1874.

Part 5 : ALLITHWAITE

Although there are two bundles of documents relating to properties in Allithwaite, i.e. bundle numbers 13 & 14, they both seem to deal mostly with the properties bought by Henry Hibbert in 1879, and completed with a conveyance on 1 March 1880. The sale at which Henry Hibbert bought these properties was occasioned by the death of James Simpson Young Esq., who had lived at Abbot Hall. The sale by auction of his extensive real estate, which was divided into over 20 lots, was held on 30 July 1879 at the Grange Hotel, in Grange over Sands, and was described as the 'Abbot Hall Sale'

Prior to this sale, abstracts of title were prepared, perhaps for every intended separate lot, by the solicitors Coburn & Young, of 54 Leadenhall Street, London EC. Consequently, there is some duplication in the three abstracts in these two bundles, all of which have been transcribed. Consequently, the Document Index to bundles 13 & 14 has been consolidated and arranged in a combined date sequence, and several of those covered by the abstracts have not needed transcription to identify their contents.

There is also an interesting document in bundle 14 with printed sale particulars for 16 lots in Allithwaite, including a plan of the Boarbank Hall estate. It probably relates to the sale in about 1858 of the estate Mary Winfield Lambert who died in the 4th Qtr of 1857. Whilst J S Young may well have bought some lots in that sale, and thus they may have been later resold as part of the 'Abbot Hall Sale', none of the documents in bundles 13 or 14 mention Miss Lambert as a previous owner of any of the property covered by any of the abstracts or documents in these bundles.

There are no details in these bundles of the whole of the 'Abbot Hall Sale', for which there was obviously a comprehensive sales plan with numbered lots. Whilst the three abstracts are labelled for lots 11, 19 and 21, that for lot 19 has three subsections with the headings : (1) As to Nos 21, 22, 24 and 36 on the sale plan; (2) As to Nos 29, 30 & 31 on the sale plan; and (3) As to Nos 28 on the sale plan. The abstract for Lot 11 consists solely of a duplication of the section headed 'As to Nos 29, 30 & 31 on the sale plan' which appears in the abstract for lot 19. Consequently, in the absence of a plan to identify any permutation of these lot numbers, it may be said that the properties described in abstracts of Young's title, were acquired by him in four stages between 1864 and 1866, three being described in the abstract called lot 19 and a fourth in the abstract called lot 21.

Firstly on **3 Nov 1864**, James Simpson Young, Esq., of Abbot Hall, bought from William Orr of Cartmel, House Carpenter, two closes of land whose abstract of title starts by reciting the will of Richard Barrow of Cart Lane, Yeoman, dated 3 Oct 1849, in which he appointed his friends James Carter of Cart Lane, Yeoman, & William Orr of Cartmel, Joiner, as his executors and trustees, with a life interest for his wife Mary Barrow, and then property to go to his son Thomas Barrow. His will only vaguely describes his real estate as :

All that his cottage house with the closes of land [etc.] thereunto belonging, situate at Allithwaite, and then in the occupation of Thomas Relph as tenant thereof, and all other his real estate whatsoever & wheresoever,

Mary Barrow predeceased her husband and was buried at Cartmel on 28 Jan 1850. The date of Richard Barrow's death is not given in the abstract, (it was registered in the 4th Qtr of 1850), but his will was proved by his executors on 15 Feb 1851.

On **6 June 1861**, the son of the testator Richard Barrow, Thomas Barrow, of Cart Lane, Labourer, with Ann his wife, (who formally acknowledged the release of her claim of dower on these properties), sold a house and two closes of land to William Orr of Cartmel, House Carpenter, for £185. The description of the two properties that he sold then may be summarised as :

All that messuage or dwelling house with the barn and other outhouses and close called Stoney Croft, containing by estimation ½ an acre thereunto belonging, situate at Allithwaite, now in the occupation of Thomas Riley as tenant thereof,

Also All that close or parcel of land containing 0^a 2^r 12^p, situate on Windermoor in the said parish of Cartmel, being an allotment of common allotted and awarded by the Commissioners of the Cartmel Inclosure Act in respect of the said premises, and thereunto belonging, and also now in the occupation of the said Thomas Riley as tenant thereof,

Both these closes, with similar descriptions, were sold by William Orr to James Simpson Young, Esq., of Abbot Hall, for £290 on **3 Nov 1864**.

Secondly, on **9 Dec 1864**, James Simpson Young added to his real estate with a purchase of some property from John Storey of Wraysholme Tower, Yeoman, for £947 10/-. The abstract for this purchase starts with John Storey's purchase of some property from William Spencer Barrow of Liverpool, Mariner, (the eldest son & heir at law of Thomas Barrow then late of Lancaster, Cabinet Maker dec'd), by lease & release on **9 & 10 Oct 1840**. In that release, the recital of the background to William Spencer Barrow's title mentions that the property had belonged to his grandmother, a Mary Holliday late of Lancaster. In her will dated 15 Sept 1830, Mary Holliday left all her unspecified real estate in trust for her executors, who were her son William Matthews of Liverpool, Ship builder, & her grandson, the said W^m S. Barrow, who was the son of her daughter Mary Barrow. The will was proved on 15 Sept 1830 by the said W^m S. Barrow, and it provided for a joint life interest in the testator's property during the lives of her son and daughter, and then to be sold after both had died, with proceeds shared between grandchildren. After the testator's son William Matthews had died on 11 Oct 1839, and the testator's daughter Mary Barrow had died on 23 April 1840, all the property was put up for sale by W^m S Barrow, through his agent Gardner Mashiter of Lancaster, Gent., by public auction at the house of Matthew Knowles, known by the sign of the Cavendish Arms Inn in Cartmel. At that sale, John Storey became the purchaser of the following property with a bid of £222 :

All that freehold messuage or dwelling house & garden, 2 cottages barn stable & outbuildings thereunto belonging, situate at Lower Allithwaite & commonly called & known by the name of Jeremy Hill,

And also all those 2 closes and parcels of land situate behind & adjoining to the above described premises, & commonly called & known by the names of High & Lower Croft & containing 3^a 2^r 0^p, as the same then were in the occupation of Thomas Relph or his undertenants.

Both these closes, with similar descriptions, were sold by John Storey to James Simpson Young, Esq., of Abbot Hall, for £947 10/- on **9 Dec 1864**. At that time, the name of the tenant was not mentioned, and the property was simply noted to be 'then in the occupation of John Storey & his tenants'.

Thirdly, on **18 Jan 1865**, James Simpson Young added to his real estate by purchasing another close from John Storey of Wraysholme Tower, Yeoman, for £270. John Storey purchased this property by lease and release of **13 & 14 Feb 1840**, both which documents are in bundle 13. The parties to that release were (1) the vendors, Rev^d John Hutchinson of Water Millock, Cumberland, Clerk, and William Field of Cartmel Church Town, Shop keeper, (surviving devisees in trust named in the will of James Braithwaite, then late of Liverpool, Master Mariner, dec'd), (2) the purchaser, John Storey of Wraysholme Tower, Yeoman, and (3) Storey's trustee, Robert Field of Cartmel Church Town, Solicitor.

The recital of the title in this release and conveyance starts by reciting the will of the said James Braithwaite dated on or about the 18 May 1818, and proved by his executors, John Hutchinson and William Field, on 28 May 1818. The will only refers to 'all' real estate,

given to executors as trustees to (a) provide an annuity of £70 per annum to his wife Sarah Braithwaite for her lifetime, (she died on 18 March 1839), then after her death, and after Joseph Owen Davies, (then aged about 6 years in 1818) son of testator's nephew Joseph Davies, then late of Cartmel, Mariner dec'd, should have attained his age of 21 years, (which he had done by 1840), then all his real estate to be sold. His executors did that on 9 Oct 1839, by public auction at the house of Matthew Knowles, known by the sign of the Cavendish Arms Inn in Cartmel, when (inter alia), John Storey became the purchaser for £200 of the lot whose description then can be summarised as :

All that close field or parcel of land, situate at or near Allithwaite, commonly called & known by the name of "High Field", containing 4^a 0^r 30^p, then in the occupation of Christopher Orr as tenant thereof, and which said field is bounded on the North by the highway there leading from Allithwaite to Templand, on the South by land belonging to Miss Bigland, on the East by land belonging to Mrs Benson, & on the West to land belonging to Mr Joshua Hadwen.

That conveyance on 14 Feb 1840 mentions that this property was subject to a fee farm rent of 1^s/6^d & knowing rent (if any). John Storey made a declaration to bar dower on this purchase, and there is a schedule of two earlier relevant documents, namely, (1) on 11 Jan 1795, a feofment between John Richardson therein described of the one part & the said James Braithwaite of the other part, and (2) on 22 May 1799, a certificate of redemption of land tax.

Fourthly, on **14 Feb 1866**, James Simpson Young added to his real estate by purchasing a more substantial group of properties from James Field of Cartmel, Shop keeper, who was acting as the executor of the will of Elizabeth Bigland. Her will was made on 26 Oct 1863, she died on 3 Aug 1865, and probate was granted to her executor on 26 Aug 1865. The abstract of her will is very brief, only mentioning that all her real estate was to be sold by her executor, which he did by public auction (location not mentioned) on 26 Sept 1865. At that auction, James Simpson Young bought for £1,040 :

All that messuage or dwelling house with the garden & appurt's thereto belonging, situate at Allithwaite, then late in the occupation of Elizabeth Bigland dec'd,

Also all that cottage house near thereto, with the stable cart house orchard & premises thereto belonging, as the same were then in the occupation of John Johnson as tenant,

Also all those closes or inclosures of land, situate at Allithwaite, called & known by the several names, & containing the several quantities as followed, that was to say, the Lilly Croft 2^a 0^r 13^p, Eaves Croft 2^a 1^r 27^p, & West Eaves Croft 2^a 1^r 11^p, which 2 last mentioned closes were formerly in 3 closes and called the 3 Eaves Crofts, all which said last mentioned premises were then late in the occupation of W^m Bigland, Accountant.

The indenture for this purchase mentioned that J S Young had been married since 1831, and includes a declaration by him to bar any claim of dower on this property.

The above four additions to the real estate of James Simpson Young were not his only property acquisitions about that time, and he may have funded some purchases by other mortgages, in addition to the only one mortgage which is in bundle 13 of this hoard. His mortgage of 20 July 1865, in bundle 13, has been transcribed, as well as being summarised in the abstract of title already mentioned for lot 21 in the 'Abbot Hall Sale'. This mortgage recites the three indentures by which James S Young bought the properties secured by this mortgage, but only one of them was one of the four already described above, with some details of the vendors' title. Perhaps unfortunately, the largest property that Henry Hibbert bought in 1880, the Templand estate, is one of those properties included in the mortgage security, but without any abstract of title prior to the vendors who sold it to James S Young on 14 Feb 1865. The details of James S Young's mortgage on 20 July 1865 are as follows :

On **20 July 1865**, James Simpson Young of Abbot Hall, Esq., raised a mortgage of £2,800, to which two groups of trustees contributed funds within their control. The separate contributions are noted in the mortgage as parts or shares of the total for all subsequent purposes. The lenders were (1) Harrison Blair of Bel Hall in Lancs., Esq., Thomas Gardiner Horridge of Bolton le Moors in Lancs., Esq., and Harrison Falkner Blair of Manchester, Esq., Barrister at law, who contributed £1,500 of the secured £2,800, and (2) Ann Holt of Lymm, Cheshire, widow, Peter Swindells of Manchester, Cashier, and William Bell of Manchester, Valuer & Surveyor, who contributed £1,300 of the secured £2,800.

The three groups of properties on which this mortgage was secured were (1) High field, bought from John Storey on 18 Jan 1865 as described above, (2) several more properties bought from John Storey and his wife Ann, (renouncing her claim for dower thereto), also on 18 Jan 1865, but in a separate conveyance not in this hoard, and (3) the Templand estate bought from William Bigland and Thomas Harrison, both Farmers, (the latter perhaps only a trustee ?) on 14 Feb 1865. The description of these three groups of properties, from both the whereas clauses reciting their sources and the formal descriptions of the mortgaged properties is summarised as follows :

Firstly All that close inclosure field or parcel of freehold land situate at or near Allithwaite, commonly called or known by the name of Highfield, comprised in and conveyed by the hereinbefore firstly recited indenture of 18 Jan 1865, **subject to** the payment to his grace the Duke of Devonshire, of the yearly fee farm rent 1^s/6^d, and knowing rent (if any),

Secondly All those four closes or inclosures of freehold land, commonly called or known by the several names of East Workbarrow, Near East Workbarrow, Middle Workbarrow and West Workbarrow, containing in the whole 11^a 3^r 21^p, all which said premises were situate near Allithwaite on the East side of the public road leading from Grange to Allithwaite, bounded on the East by property of the Misses Thompson, on the West by the said public road and the Fell Gate road, on the North by the property then lately purchased by the said James Simpson Young from the trustees of the late Thomas Bigland, and on the South by property of Mr John Hall,

Also all that close or inclosure of freehold land situate near Allithwaite, intended to be hereinafter called "Storey's High Close", formerly described as an allotment or workbarrow, containing 4^a 3^f 0^p,

And also all that other close or inclosure of land adjoining to the before described premises, intended to be called "Storey's Low Close", formerly described as an allotment or workbarrow aforesaid, containing 2^a 0^f 20^p, and which said two closes or inclosures of land are bounded on the East by property of John Hall, on the West on the highway leading from Allithwaite to Cartmel, on the North by property of John Hall, and on the South partly by property of Mrs Benson and the Quarry Road, and all which said premises are more particularly delineated upon the plan drawn in the margin of the secondly hereinbefore recited indenture of the 18 Jan 1865, and are comprised in and conveyed by the said indenture, [that plan is not in this hoard]

Thirdly All that freehold and tithe free estate situate at and called Templand in the parish of Cartmel, consisting of the messuage or dwelling house outbuildings orchard closes of land allotments peatmoss and hereditaments described and comprised in the schedule written at the foot of the hereinbefore recited indenture of the 14 Feb 1865, comprising 41^a 1^r 33^p, and formerly in the occupation of William Bigland, but now in the occupation of [blank/incomplete] as tenant thereof, **subject to** the payment to his grace the Duke of Devonshire, of the yearly farm rent of £1 1^s 7½^d, and to the knowing rent of 3^s 8½^d, payable as therein mentioned,

James Simpson Young signed his will on his death bed as it is dated **6 Jan 1879**, the same day that he died. He appointed four joint executors, namely his wife Alice Anne Young, a friend William Sandeman, his brother in law James Rostron Riley, and his son Richard Rostron Young. The will was proved by the first three named executors on **28 Jan 1879**, and on **30 April 1879**, Richard Rostron Young executed a deed poll to formally renounce his executorship of his father's will, in which he was described as a Captain of Her Majesty's 73 Regiment of Foot, then stationed at Lucknow in the Empire of India. Abstracts of the will are included in the abstracts of title for both lots 19 & 21 mentioned above. It instructs his executors to sell all his real estate "in Cartmel & Silverdale & Arnside", and goes on to make various provisions for his wife and several named sons and daughters.

Up to the time that James Simpson Young died, he had maintained regular interest payments on his 1865 mortgage described above, but none of the principal sum had been repaid, and £2,800 was still outstanding when he died. Even before the 'Abbot Hall Sale' on 30 July 1879, his executors were taking action to reduce that debt, probably aware that the interest rate of 5%, which it was costing, was higher than then necessary. Co-incidentally perhaps, one of the two contributors to the £2,800 had asked for their money back. Accordingly £1,300 was repaid, and confirmed in a new indenture dated **5 May 1879**, which was endorsed on (physically attached to the four sheets of) the original mortgage deed. That new indenture has long whereas clauses reciting the background, including mentioning (a) that 3 of the named lenders had since died, (i.e. H Blair, T G Horridge & Ann Holt), and (b) that J S Young had died, (reciting his will and naming his executors). However, what the executors were probably really trying to achieve was a re-financing of the £1,500 then outstanding at a lower cost. They achieved that objective with another endorsement on the original deed dated **28 July 1879**, to which all the initial parties or their successors were parties. That second endorsement not only confirmed that the outstanding debt on the original security was then £1,500, but that that debt was then due to new lenders, namely, Alice Leon of 64 Lancaster Gate, Hyde Park, Mdx, widow, Alexander Israel Montefiore of Highbury, New Park, Mdx, Gent., Frank Philip Leon of the Stock Exchange in the City of London, Stock Jobber, & Henry Isaac Coburn of 54 Leadenhall Street in the City of London, Gent., at a reduced interest rate of 4%, (compared to previous 5%). One must suspect that there were some family connections involved in this refinancing, a couple of days before the 'Abbot Hall Sale', as the solicitors who prepared all the abstracts of title before that sale were Coburn & Young of 54 Leadenhall Street, London EC.

At the 'Abbot Hall Sale', (location already mentioned), on **30 July 1879**, Henry Hibbert bought two lots, although their descriptions, summarised below, are in three parts. The major part of his purchases was then auctioned as lot 7, described secondly and thirdly in the subsequent conveyance. His other purchase was the smaller property then auctioned as lot 21, which is described first in the subsequent conveyance. Although the bid prices for these two lots were £4,600 and £330 respectively, "for the purposes of this conveyance [described below], it has been arranged that the purchase money of the whole of the hereditaments hereinafter described, and hereby intended to be conveyed, shall be taken as £3,900, the remainder of the said purchase money for the aforesaid Lot 7 being assigned to the remaining portions of that lot, of which it is intended that other deeds of Conveyance shall be made". What one doesn't know is the identity of the parties to these "other deeds". One possibility is that Henry Hibbert didn't want the whole of lot 7, and part of it was re-sold to someone else. Another possibility is that Henry Hibbert did buy the whole of lot 7, but part of his purchase money for it was allocated, for receipt purposes, to another conveyance to him with other property that he bought at the same sale. If the latter was the case, the "other deed" may have been passed to a subsequent owner of the major part of the property included in it, as it is not in bundles 13 or 14 of this hoard.

The indenture for the formal conveyance of all the properties bought by Henry Hibbert at the 'Abbot Hall Sale' is dated **1 March 1880**, by which time, a further £420 had been paid off the mortgage debt, and so only £1,080 was then due to the mortgagees out of the agreed total purchase monies of £3,900. Consequently, the payment of that total was divided as follows : £1,080 to the mortgagees and £2,820 to Young's executors.

The three parties to that indenture of 1 March 1880 were for the first part, the mortgagees, as named above on 28 July 1879, for the second part, Young's executors, then described as Alice Anne Young of the Orchards, Charlton Kings, Cheltenham, Glous., widow, William Sandeman of Church near Accrington, Lancs., Public Accountant, and James Rostron Riley of Underwood, Grange over Sands, Gentleman, and for the third part, the purchaser, Henry Hibbert of Broughton Grove in the parish of Cartmel, Esquire.

The descriptions of the properties conveyed in that indenture may be summarised as follows :

Firstly All that close inclosure field or parcel of freehold land, situate at or near Allithwaite, commonly called or known by the name High Field, containing 4^a 0^r 30^p, bounded on the North by the highway leading from Allithwaite to Templand, and on the South by land late of the said James Simpson Young and purchased by the said Henry Hibbert, and on the East by land now or late belonging to Mrs Benson, and on the West by land now or late belonging to Hadwin's representatives, and which said hereditaments are now in the occupation of Thomas Walker as tenant thereof,

And secondly All those four closes or inclosures of freehold land commonly called or known by the several names Eastwork Barrow, near Eastwork Barrow, Middlework Barrow and Westwork Barrow, containing in the whole, with the occupation road, 11^a 3^r 21^p, and now in the occupation of Mark Crow as tenant thereof,

And thirdly All that freehold and tithe free estate situate at and called Templand, consisting of a messuage or dwelling house outbuildings orchard closes of land allotments and hereditaments described in the third part of the schedule hereunder written, comprising in the whole 38^a 1^r 33^p, now in the occupation of Mark Crow as tenant thereof,

The following is the schedule mentioned above :

| <i>First Part</i> | A | R | P |
|---|---|----|----------------|
| A Close of land situate near Allithwaite aforesaid and opposite the Vicarage House and fronting the Templand Road called High Field, containing | } | } | 4 0 30 |
| <i>Second Part</i> | | | |
| Four Closes or Inclosures of land with the Occupation Road as follows : | | | |
| Occupation Road | } | | |
| East Workbarrow | } | 11 | 3 21 |
| Near East Workbarrow | } | | |
| Middle Workbarrow | } | | |
| West Workbarrow | } | | |
| <i>Third Part</i> | | | |
| The Messuage or dwelling house outbuildings orchard croft and two closes or inclosures called Mary Croft and Great Field which includes Lilly Garth Paddock and encroachment now laid thereto | } | } | 10 1 39 |
| The Holm Field | | | 3 0 36 |
| Little Coat Field | | | 1 3 10 |
| Low Field (including field called Wain Gap now laid thereto) | | | 3 0 12 |
| Newley Field | | | 4 1 23 |
| Great Coat Field | | | 2 2 38 |
| The Bottoms | | | 3 1 8 |
| An allotment awarded to the said estate under the Cartmel Inclosure Act | | | 2 0 35 |
| Ditto | | | 2 2 15 |
| Ditto | | | 4 2 17 |
| | | | <u>38 1 33</u> |

INDEX of PEOPLE

| Name | Page(s) | Name | Page(s) |
|----------------------------------|-------------|-----------------------------------|--------------------|
| Askew, Ann | 10 | Bramwell, James | 24 & 25 |
| Askew, Dorothy | 10 | Bramwell, John | 5, 6, 24 |
| Askew, Thomas | 10 | Bramwell, Mary | 24 |
| Askew, Timothy | 9 & 10 | Bramwell, Thomas | 24 |
| Atkinson, Agnes | 21 | Briggs, John | 14, 21 to 23 |
| Atkinson, Emily | 15 | Briggs, John Knipe | 22 & 23 |
| Atkinson, John | 16 | Briggs, Margaret (née Knipe) | 22 & 23 |
| Atkinson, John | 19 | Carlisle, Bishop of | 8 |
| Atkinson, Robert | 20 & 21 | Carter, Ann | 2 |
| Barrow, Ann | 27 | Carter, Francis | 2 |
| Barrow, George | 9 & 10 | Carter, James | 27 |
| Barrow, Mary (née Holliday) | 27 & 28 | Carter, Sarah | 2 |
| Barrow, Peter | 10 | Clark, Agnes | 17 |
| Barrow, Richard | 27 | Clark, Richard | 6 |
| Barrow, Robert | 25 | Clark, Richard Miller | 15 |
| Barrow, Thomas | 27 & 28 | Clark, Robert | 5 |
| Barrow, William Spencer | 28 | Clarke, Jane | 17 |
| Barton, James Greaves | 22 & 23 | Clarke, William Borwick | 17 |
| Battersby, Thomas | 19 | Coburn & Young, London Solicitors | 27 & 31 |
| Batty, John | 19 | Coburn, Henry Isaac | 31 |
| Beck, James | 22 & 23 | Collins, Mary Elswitha | 15 |
| Bell, James | 15 | Coulton, George | 23 |
| Bell, William | 30 | Coulton, Hannah | 23 |
| Benson, Mrs | 29, 30 & 32 | Cowbourne, Ann | 13 & 14 |
| Benson, Richard | 16 | Cowbourne, Grace | 13 & 14 |
| Bertie, Lt.Gen, Albemarle | 3 | Cowbourne, James | 13 & 14 |
| Bigland, Elizabeth | 29 | Cowbourne, John | 13 |
| Bigland, Miss | 29 | Cowbourne, Mary | 13 |
| Bigland, Thomas | 30 | Cowbourne, William | 13 |
| Bigland, William | 29 & 30 | Cowherd, Rachel Maria | 15 |
| Bingham, Margaret | 24 | Cox, Samuel C. | 12 |
| Birch, John | 2 to 4 | Crow, Mark | 14 & 32 |
| Birch, Joshua | 4 | Davies, Joseph | 29 |
| Birch, Scholes | 3 & 4 | Davies, Joseph Owen | 29 |
| Bircham & Co., London Solicitors | 26 | Devonshire, Duke of | 30 |
| Birkett, John | 18 | Dickinson, Revd Myles | 2 |
| Bispham, William | 23 | Dixon, Mary | 9 |
| Bispin, Henry | 19 | Dixon, Myles | 9 |
| Blair, Harrison | 30 & 31 | Dixon, Richard | 33 |
| Blair, Harrison Falkner | 30 | Dixon, Robert | 9 |
| Borwick, George | 9 | Drake, Sir William Richard | 26 |
| Borwick, Myles | 23 | Fell, Christopher, | 9 |
| Bowling, Roger | 14 | Fell, Thomas | 9 |
| Bowman, A.N. | 8 | Field, James | 29 |
| Braithwaite, James | 28 & 29 | Field, Robert | 16 & 17 & 28 |
| Braithwaite, Sarah | 29 | Field, William | 5, 20, 21, 23 & 28 |

| Name | Page(s) | Name | Page(s) |
|--|------------------------|---------------------------------|----------------|
| Fletcher, George | 2 | Knipe, Margaret | 20 & 22 |
| Fletcher, James | 6 | Knipe, William | 25 |
| Fulton, Alexander | 16 | Knowles, Matthew | 28 & 29 |
| Galloway, Robert | 4 & 5 | Lamb, John | 24 |
| Gardner, Grace (née Cowbourne) | 14 & 15 | Lamb, Margaret (née Bingham) | 24 |
| Gardner, Henry | 14 & 15 | Lambert, Mary Winfield | 27 |
| Gardner, Mary Elizabeth | 15 | Leon, Alice | 31 |
| Gardner, Thomas | 14 | Leon, Frank Philip | 31 |
| Garnett, Anthony | 4 & 5 | Long, Catherine | 17 |
| Garnett, Edward | 22 | Long, Edward | 15 |
| Gibson, George | 16 | Long, Nicholas | 16 to 18 |
| Gibson, John | 20 | Long, William | 16 & 17 |
| Greenhow, Mary | 9 | Machell, Harriet | 6 & 7 |
| Greenhow, Thomas | 9 | Machell, Isabel | 6 |
| Gudgeon, John | 14 | Machell, James | 6 |
| Gunson, James | 16 to 19 | Machell, Jane | 6 |
| Hadwen, Joshua. | 29 | Machell, John | 6 |
| Hall, Benjamin | 13 | Machell, Lucy | 6 |
| Hall, Edward | 5, 9 & 12 | Machell, Richard | 2, 6 & 7 |
| Hall, John, | 30 | Machell, Thomas | 3 |
| Hall, Margaret | 3 & 5 | Machell, William | 6 |
| Hall, Robert | 10 | Mashiter, Gardner | 28 |
| Harrison & Reveley, Cartmel Solicitors | 18 | Mashiter, William | 5 & 6 |
| Harrison, Thomas | 22, 23 & 30 | Matthews, William | 28 |
| Hart Jackson, Ulverston Solicitors | 8 & 16 | Montefiore, Alexander Israel | 31 |
| Hibbert, Henry | 13 to 19, 26, 27 to 33 | Moore, George | 11 |
| Hibbert, Percy John | 8 & 15 | Moser & Sons, Kendal Solicitors | 16 |
| Hibbert, Thomas J | 7 | Myers, Richard | 22 |
| Hiorns, Agnes | 15 | Newby, Henry | 14 |
| Hodgson, Thomas | 24 | Newby, John | 13 & 14 |
| Holliday, Mary | 28 | Newby, Susanna | 9 & 12 |
| Holmes, John William | 6 | Newby, William Lindow | 14 |
| Holmes, Revd James Ivory | 6 | Nicholson, Agnes | 25 |
| Holt, Ann | 30 & 31 | Nicholson, Cornelius | 25 & 26 |
| Horridge, Thomas Gardiner | 30 & 31 | Nicholson, David | 26 |
| Hudson, Elizabeth | 25 & 26 | Nicholson, Elizabeth | 25 & 26 |
| Hudson, John | 25 & 26 | Nicholson, Hannah | 25 |
| Hudson, Margaret | 20 & 21 | Nicholson, Joseph | 26 |
| Hudson, Richard | 20 & 21 | Nicholson, Mary | 25 |
| Hutchinson, Revd John | 28 | Orr, Christopher | 29 |
| Jackson, S Hart | 16 | Orr, William | 27 & 28 |
| Jackson, Thomas | 15 | Parker, John | 5 & 6 |
| Johnson, John | 29 | Parkinson, Ann (née Cowbourne) | 13 & 14 |
| Kennion, Elizabeth | 4 | Parkinson, Atkinson | 15 |
| Knipe, Eleanor | 20 & 21 | Parkinson, George | 13 |
| Knipe, Isaac | 20 | Parkinson, John | 14 |
| Knipe, James | 20, 22, 23 | Pennington, James | 25 |
| Knipe, John | 20 to 23 | Penny, Catherine (née Long) | 17 |

| Name | Page(s) | Name | Page(s) |
|---------------------------------|------------------|---------------------------|--------------------|
| Penny, Myles | 17 | Storey, John | 28 to 30 |
| Penny, William | 17 | Swainson, Edward | 20 |
| Petty, George Shaw | 13 | Swindells, Peter | 30 |
| Picard, Thomas Tunstall | 4 | Taylor, Mrs | 19 |
| Picard, William Tunstall | 6 | Thompson, Misses | 30 |
| Potter, Elizabeth | 4 & 5 | Threlfall, Henry | 5 & 6 |
| Preston, Elizabeth | 25 & 26 | Tomlinson, Ann née Carter | 2 |
| Preston, Thomas | 26 | Tomlinson, Corney | 2 |
| Preston, William | 9 & 10 | Tomlinson, Robert | 2 & 3 |
| Ray, Edmund | 13 | Walker, Ann | 18 |
| Ray, William Barrow | 15 | Walker, Dorothy | 10 |
| Relph, Thomas | 27 & 28 | Walker, James | 25 |
| Richardson, John | 29 | Walker, John | 16 & 18 |
| Richardson, John Fletcher | 3 | Walker, Mary | 16 |
| Richardson, Louise | 3 | Walker, Myles | 11 & 21 |
| Richardson, William | 3 | Walker, Richard | 10 |
| Ridding, George | 15 | Walker, Thomas | 11, 16, 18, 21, 32 |
| Ridding, Grace | 15 | Walmesley, William | 3 |
| Riding, John | 9 | Waterer, Robert | 26 |
| Riley, James Rostron | 31 & 32 | Watson, Sarah | 21 & 22 |
| Riley, Thomas | 28 | Willis, Richard | 10 & 12 |
| Robinson, John | 21 | Wilson, John | 10 |
| Robinson, Robert | 3 & 4 | Wilson, William | 7 |
| Robinson, Thomas | 18 | Wray, Mr | 12 |
| Robinson, William | 22 | Yarker, Robert Francis | 13 |
| Rushforth, George | 18 | Young, Alice Anne | 31 & 32 |
| Rushforth, Joseph | 18 | Young, James Simpson | 27 to 33 |
| Rushforth, William | 18 | Young, Richard Rostron | 31 |
| Sandeman, William | 31 & 32 | | |
| Seadle, William | 10 | | |
| Shaw, Henry | 22 | | |
| Shepherd, Ann (formerly Walker) | 18 | | |
| Shepherd, John | 18 | | |
| Simpson, John | 20 | | |
| Simpson, William | 18 | | |
| Slater, Agnes | 11 | | |
| Slater, Ann | 4 | | |
| Slater, Esther | 11 | | |
| Slater, George | 4, 11, 21 | | |
| Slater, John | 9 to 12, 21 & 22 | | |
| Slater, Margaret | 4 | | |
| Slater, Thomas Chamney | 11 & 21 | | |
| Slater, William Chamney | 2 to 6, 11, 21 | | |
| Smith, Ann (née Slater) | 4 | | |
| Smith, Joseph | 4 & 11 | | |
| Stewart, Elizabeth | 14 & 15 | | |
| Stones, John | 10 | | |
| Storey, Ann | 30 | | |

INDEX of FIELD NAMES

| Field Name | Page(s) | Field Name | Page(s) |
|--------------------------|---------|-----------------------------|-------------|
| Field Broughton | | Haw | 14 |
| Beck Close | 4 | Hempland Hill | 17 |
| Bottom Dale | 1 | Hempland or Higher Hempland | 16 |
| Broughton Head Scroggs | 4 | Hill, the, | 16 |
| Broughton Heads | 4 | Horse Copy | 14 |
| Cringleburrow | 2 | Instill | 14 |
| Cross Close | 4 | Kiln Head | 14 |
| Deborah Meadow | 4 | Limekiln Close | 20 |
| Head Grains | 4 | Little Wood Field | 14 |
| Hollow Meadow | 4 | Long Field | 14 |
| Kemps Croft | 2 & 4 | Low Croft | 14 |
| Lamb Parrock | 4 | Low Moss | 20 |
| Little Dale | 2 | Moss | 14 |
| Low Field. | 3 | Moss Close | 20 |
| Meadow Platt | 4 | Moss Meadow | 20 |
| Mossend Meadow | 2 & 3 | Oak Head Wood | 14 |
| New Close | 4 | Parrock at Ayside | 18 |
| Oliver Field | 4 | Pitmoor Close | 16 |
| Parrock behind the house | 4 | Pitmore Close | 17 |
| Pickle(s) | 2 | Road Parrock | 14 |
| Preston Croft | 4 | Tarn Moss | 14 |
| Stoney Dale | 2 & 3 | | |
| Stoney Dale Wood | 2 & 3 | Allithwaite | |
| Croft, the | 2 & 4 | Bottoms, the | 32 |
| | | East Workbarrow | 30 & 32 |
| Low Newton | | Eaves Croft(s) | 29 |
| Askew Meadow | 9 & 10 | Great Coat Field | 32 |
| Browdale | 9 | Great Field | 32 |
| Kicksey Dale | 9 | High & Lower Croft | 28 |
| Little Close | 9 | High Field | 29, 30 & 32 |
| Little Crag, | 9 | Holm Field | 32 |
| Little Meadow | 9 | Lilly Croft | 29 |
| Meadow | 9 | Lilly Garth Paddock | 32 |
| New Close | 9 | Little Coat Field | 32 |
| Ridding(s) | 9 | Low Field | 32 |
| | | Mary Croft | 32 |
| Ayside | | Middle Workbarrow | 30 & 32 |
| Blackett Moss | 14 | Near East Workbarrow | 30 & 32 |
| Broad Close | 16 | Newley Field | 32 |
| Croft | 14 | Stoney Croft | 28 |
| Draper Close | 14 | Storey's High Close | 30 |
| Foldstead | 17 | Storey's Low Close | 30 |
| Ginger Yeat | 20 | Wain Gap | 32 |
| Great Croft | 14 | West Eaves Croft | 29 |
| Green Close | 14 | West Workbarrow | 30 & 32 |
| Green Landing | 25 | | |

INDEX of PLACES

Part 1 – Within the Cartmel Peninsula

| Location | Page(s) |
|----------------------------------|-------------------|
| Abbot Hall | 27 to 33 |
| Allithwaite | 27 to 33 |
| Aynsome | 3 |
| Ayside | 13 to 26 |
| Barber Green | 10 |
| Birkett Houses, Cartmel | 18 |
| Boarbank Hall | 27 |
| Broughton Grove | 2, 6 & 7 |
| Broughton Lodge | 6 |
| Cark | 12 |
| Cart Lane | 27 |
| Cartmel Fell | 9 |
| Cavendish Arms Inn | 4, 12, 28 & 29 |
| Crown Hotel in Grange | 18 |
| Fiddler Hall (various spellings) | 17, 20 to 22 |
| Field Broughton | 2 to 7 |
| Flookburgh, | 23 |
| Godersike | 9 |
| Grange Hotel | 27 |
| Grange over Sands | 6, 9, 12, 31 & 32 |
| Greenoak | 22 |
| Head House | 23 |
| Height, the | 20 |
| Jeremy Hill, | 28 |
| Lindale | 8 & 10 |
| Longlands | 21 |
| Low Newton | 9 to 12 |
| Lower House, Ayside | 16 & 17 |
| Malt kiln | 10 |
| Middle House, Ayside | 16 & 17 |
| Newby Bridge | 13, 20 & 21 |
| Oak Head | 20 to 25 |
| Quarry Road | 30 |
| Seatle | 22 & 23 |
| St, Andrew's Moor | 3 & 4 |
| Stoney Dale | 3 |
| Templand | 29, 30 & 32 |
| Upper House, Ayside | 17 |
| Vicarage House, Allithwaite | 32 |
| Windermoor | 28 |
| Wraysholme Tower | 28 to 30 |

INDEX of PLACES

Part 2 – Outside the Cartmel Peninsula

| Location | Page(s) | Location | Page(s) |
|------------------------------------|--------------------------------|--------------------|----------------|
| Adelaide, South Australia | 6 | Wandsworth, Surrey | 26 |
| Aldingham | 23 | Warton, Lancs. | 16 to 18 |
| Ambleside | 26 | Water Millock | 28 |
| Arnside | 31 | Westminster | 26 |
| Barrow | 16 | Whitehaven | 17 |
| Billington | 9 | | |
| Blackpool | 14 | | |
| Bolton le Moors | 30 & 31 | | |
| Carnforth | 3 | | |
| Cheltenham, Glous. | 31 & 32 | | |
| Chertsey, Surrey | 26 | | |
| Church near Accrington | 31 & 32 | | |
| Cloughton, near Lancaster | 5 & 6 | | |
| Cockerham | 24 | | |
| Cockermouth | 14 | | |
| Cowen Bridge in parish of Tunstall | 4 | | |
| Crosthwaite | 18 | | |
| Edinburgh | 14 & 15 | | |
| Ellel, near Lancaster | 5 & 6 | | |
| Exeter | 6 | | |
| Finsthwaite | 20 | | |
| Grasmere | 25 | | |
| Greenodd | 25 | | |
| Holme, Westmorland | 17 | | |
| Kendal | 16, 18, 25 & 26 | | |
| Keswick | 14 | | |
| Kirkby Lonsdale. | 4 & 11 | | |
| Lancaster | 2, 3, 5, 10, 13 to 15, 27 & 28 | | |
| Liverpool | 14, 28 & 29 | | |
| London | 26 & 31 | | |
| Lucknow in the Empire of India | 31 | | |
| Lymm, Cheshire | 30 & 31 | | |
| Lyth, Westmorland | 18 | | |
| Manchester | 30 | | |
| Middlesex | 3, 25, 26, 31 | | |
| Middleton | 13 & 14 | | |
| New York | 18 | | |
| Queensland | 18 | | |
| Rusland Hall | 11, 16, 18, 21, 32 | | |
| Scoforth, near Lancaster | 3 | | |
| Silverdale | 31 | | |
| Tatham | 15 | | |
| Ulverston | 8, 13, 14, 16 to 18, 21 & 22 | | |
| Undermillbeck | 18 | | |