

REV WILLIAM SLATER

SYKES

YDSO 81/1/1,2,3

Rev. Sykes was curate at Holy Trinity Church, Millom, from 1895 to 1900, he then went on to be the vicar at Eskdale. He was a keen antiquarian and left several note books some of which are held at Whitehaven Archives. It is with the kind permission of Cumbria Archive Centre Whitehaven and CWAAS that we have been able to photograph his books and put them into this format so that the public have better access to them for research purposes.

With thanks to our volunteers who visited Whitehaven Archive to photograph the books: Rosanna Cox, Alison Holburn, Fiona Pervez

YDSO 81/1/1: Volume 1,

**Chapter V: Two Appeals Whitbeck and Millom and
some extracts from two Acts of Parliament**

March 2025

Millom and District Local History Society

www.millomhistory.org.uk

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The following are copies of documents which were shown to me when I was resident in the neighbourhood; and permission was given to make and use such extracts as I desired. There must be many more which would be of interest to a historian hidden away among the estate papers of different farm holders; but unfortunately many also are being destroyed as of no interest to the present generation.

Tenants of Millom appeal to the Parliament

There was no date or signature to the copy of the document which was shown to me; it was apparently either an abstract for drawing up the appeal or a copy of the original document.

The William Huddleston sq. mentioned d. in 1628.

Joseph Huddleston [C.10. Trans. xxiv p. 222] was heir to his brother Ferdinand who d. in 1685. Joseph d. in 1700 and was succeeded by Richard [17] S of John of Longport. Ulster. who is associated with Joseph in the appeal.

Thomas Brison I have not traced.

Edmund Myers whose name appears at the head of the appeal may have been of Hall Revivels. In the Millom Reg. 1685 Elizabeth wife of Edmund Myre of Hala Revivels bur: perhaps he may have been a son of Edmund Myres of Kirkstanton who d. in 1679 - for a daughter of Edmund Myres of Kirkstanton who d. in 1693 she had been bapt. in 1676.

The date of the document must have been 1686-1700 to accord with the ownership of the estate by Joseph Huddleston and that there was an Edmund Myres a tenant in Millom at that time.

The case of

Edmund Myers & about
300 Customary Ten^{nts}
in fee of ye manor of Millom
in ye County of Cumb^rland

vs
Joseph
Studdleston

Joseph Studdleston Esq.
L^d of the S^d manor
of Millom & Richard
Studdleston & Tho Benson

Respondents

Humbly Presented to the Lords in Parliament.

William Studdleston Esq great Grand-father to the
Responden Joseph Studdleston and heretofore L^d of the
S^d manor having exacted arbitrary and excessive
fines from ye Concession of the appellants and those whose
estates they now have; upon complaint thereof in
Chancery it was decreed (and as the appellants hope
very justly) upon ye 4th of Nov^r in the 4th year of the
reign of King James ye first, that the yeⁿ Ten^{ts} of
the S^d manor and their heirs and assigns should pay
unto yeⁿ L^d and his heirs and assigns a full years
value of their respective Tenem^{ts} for a fine upon every
change of ye ten^t; and y^t upon paym^t thereof yeⁿ
L^d and his heirs and assigns should admit ye S^d
Tenants to hold by Custome of Tenant right.

1106-7]
sic)

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It was also decreed that ye^{re} s^d Ten^{ts} should respectively pay upon ye^{re} change by death of every L^d for a fine half a years full value of their respective lands & Ten^{ts} And if any difference happened about ye^{re} value a Commission was to issue to settle it.

Yet nevertheless some years after, four of ye^{re} Ten^{ts} were prevailed withall to yield in Court to pay (for y^t time only) after the rate of 15 years old rent for a particular fine upon their admittance. And since y^t time the succeeding L^{ds} so influenced their fines from the other Ten^{ts} also upon change both of L^d and of Ten^{ts} above what established by decree y^t ye^{re} now Respondent claimed for a fine upon ye^{re} change of each Ten^t (which is called a particular fine) 20 years old rent w^{ch} [was] so high and so disproportionable upon some Ten^{ts} from w^{ch} it is upon others y^t at y^t rate he did demand for a particular fine from some Ten^{ts} two years & a half full value, from others three and a half, from others five, from others six from some ten and from some near 20 years full value. And for a general fine from each Ten^t upon his coming to be L^d upon ye^{re} death of his Bro: ye^{re} late L^d he demanded fifteen years old rent, besides other heavy and new laid impositions to their very great oppression and ruine.

1050
Hereupon the appellants by advice of eminent lawyers
writeth their Bill in Chancery against the Respondent to have
yest decrees of 4. James 1st put in execution and after ye
Respondent had answered yest Bill thereby inserted... fol 4... upon
20 years old rub certain for a particular fine and 15 years
old rub for a general fine.

The Court of Chancery so far seemed to approve of yest decrees
of 9th James 1st - yest upon deliberate hearing and re-hearing
of the cause they ordered yest appellants to pay their fines,
DE bene esse, according to yest decrees viz:

a years full value for each particular fine
and half a years value for a general fine
which they paid accordingly. And the 5th Court
of Chancery directed yest appellants to take out and
execute commissions to ~~prove~~ prove yest real annual
value of each Tenem^t - to yest end yest fines might
be ascertained according thereto.

And the court also obliged several of ym to give
Judgment in Ejection, subject to yest direction of yest Court;

yet after all yt was done to the appellants great
expense; and though it was fully proved yt yest fines

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were uncertain - sometimes two years, some tenes
piece or ten, fifteen or twenty years old rent - the
Court directed two issues at law:-

Whether by custom of ye said manor the Lord
might not on the death or alienation of every
tenant demand any sum not exceeding 20
years old rent for a particular fine
and any sum not exceeding 15 years upon the
death of ye L^d from every Tenant for a general fine

And the Appellants being fearful to oppose the
direction of ye Court submitted to such a Trial; and
ye L^d having never been so excessively unreasonable as
to have exacted above 20 years old rent for one sort of
fine and 15 years old rent for the other sort;

it was found yt ye Lord might by custom demand
any sum not exceeding 20 years old rent for a particular
fine and any sum not exceeding 15 years for a general fine

And thereupon ye Court of Chancery dismissed
ye appellants bill with costs which are since
taxed at 2360.

Reasons humbly offered for setting aside y^t dismissal and for reviving and forcing obedience to y^t decree of 4 Jac 1st are as follows.

1. For y^t according to y^t verdict whereby it is found y^t it is y^e custom of the manor of y^e d^t may demand any sum not exceeding 20 years old rent for a particular fine, and any sum not exceeding 15 years for a general fine; these fines appear to be uncertain and arbitrary for it is as much as to say that y^e d^t may by custom demand 3 years old rent or 4 years or 5 years or 6 years or 10 years or 12 years which is uncertain. And to think to make this uncertainty certain by the addition of "not exceeding 15 as to the general and 20 as to the particular" doth no more make y^t fines certain and reasonable y^t if he had said "not exceeding 40 years old rent, or 50 p^{er} or a hundred" — and consequently there never could be any uncertain or arbitrary fine in y^t world if it must be made certain by thinking of any great sum y^t exceeds any of these uncertain sums.

Moreover y^t Respondent in his answer to y^t appeal admits y^t Ap^{er}land to hold these lands by payment

of Reasonable arbitrary fines, and so admitting y^e fines
to be arbitrary it appertains to y^e Court to Judge of y^e
Reasonableness and not he; therefore if y^e decree 4 Jac 1
had never been made it had been just and reasonable these
should be y^e like now - for by law and conscience where fines
are arbitrary and y^e 2^d unreasonable such fines ought to
be moderated by some Court of Justice as appears by the
authorities following

Though fines by custom may be uncertain yet they
must be reasonable and y^e reasonableness shall be
determined by the Justices upon the true circumstances
of the case appearing unto y^m; for all exorbitance
is abhorred in Law.

C^v l 596 Co 40. 40 Elis

Wiler Hubbard & Hammond B. R. 4th Dep fol 27

2. For y^t as to y^e quantum of fines ascertained
by y^e decree they are warranted by Shrovel

Judgments of like nature in down ages.

Trentants of Gladdesden con: Carey

'a years value upon change of rent
and half a years value upon change of 2^d
was deemed to a constant fine for 4th future

4 Jac. L. 6: fol 433.

Ullington con: Whatstone . 39. 40. Elix:

Bear .. Seymour Jac. L. 6. fol. 343

Miril. .. Albany 12 Jac. J. L. fol 765.

d^d Gervard .. Parkes.

Middleton .. Jackson Hill 5 Car:

J. Poppleam .. Larcees 3 Car.

J. Monsie .. Duckitt 14 Car

In which cases one years moderate value was
adjudged a sufficient fine.

The chief Titles of Court have to their jurisdiction are 4th
ancient precedents and practice of these courts and 4th the
Court of Chancery hath as frequently and as anciently
moderate fines of 4th nature as 4th Common Law Courts
is apparent - and besides Huddleston hath given
4th Chancery a jurisdiction by assenting 4th Bill.

Judgments of like nature in divers ages.

Tenants of Gladderden con: Carey

'a years value upon change of rent
and half a years value upon change of 2^d
was deemed to a constant fine for 4th future

4 Jac. C. 6: fol 435.

Ullington con: Whatstone . 39. 40. Elin.

Beaz .. Seymour Jac. C. 6. fol. 263

Miril. .. Albany 12 Jac. J. C. fol 765.

dth Gouard .. Pardus.

Middleton .. Jackson Hill 5 Car:

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is apparent - and besides the said Titles hath given
4th Chancery a jurisdiction by answering 4th Bill.

3. The circumstances of ye Cipellants case are such as require great moderation in these fines because of other heavy loads. Besides Herriots, day services of plowing, harrowing reaping and carriages, leas, copans and swan corn - the d^d exacts 12^d per pound for all money y^t any Tsemant borrows upon his land; if a mans eldest son marrys and his father permits him but upon suffraunce to live in his house with him and maners ever so small a parcell of Tsemant y^e d^d exacts 20 years old rent of the whole Tsemant for y^t in y^e fathers life time. The d^d hath cut all y^e Timber^{*} out of 10⁰⁰ y^e Tsemants land wherevialle to repair their houses, yet they are fined for not repairing. The Tsem^{ts} formerly had liberty (of right) to cut peat upon y^e mosses - but now they are forced to pay 12^d for every days cutting of peat though upon their own ground. And the Tsem^{ts} are obliged to let the d^d Steward draw all y^e

* In 1680. - 24000 wattle of timber was cut down.
M.S.S.

writings, anyway, touching these lands and to pay
him excessive Rates for ye same. And to terrify
the poor creatures into compliance in all demands
ye L^d hath a gallows near his Castle.

[For] all which matters — they humbly hope that
the fines allotted by ye^s decess 4 Jac. I. will
be thought sufficient by your Lordships. —

Footnote:

"Res Judicata pro veritate habetur"
and we have no better information of the Common Law
of England y^e by former approved Judge^{mt}.

The following was shown to me in illustration of the foregoing appeal. — of much later date. W. S. S.

An indenture made Feb: 2nd 15 George II [ad 1741] between Andrew Hudleston of Hutton John of the first part Ferdinand Hunter of Applehead of the second part and William Hudleston of Millom Castle on the third part.

Whereas Ferdinand Hunter stands possessed of Parkstead holden of the s^d William Hudleston as parcel of his said manor or Lordship of Millom by payment of the yearly Customary of Five shillings and four pence — and a Twenty penny^{*} fine upon the change of every Tenant by death or alienation and also a Fifteen penny fine or fifteen times the old rent for a fine upon change of every Lord by death; and other fines, heriots, boons, dues, duties and services

* The word "penny" seems to denote a determinate sum. of old Chetona signifying pence. "one is none, two is some, three is a many four is a penny and five a like hundred", in which "4 is a penny" was the only definite figure — the final count of the most ancient numeral system known in this country. . . . Counting by five is a non modern way.

A Petition - from the customary Tenants of Whitbeck.

suggestion for fixing the dates.

Dissolution of Conishead 1535.

1. John Park. 20th Elizabeth 1578. 7.

2. Lawrence Park D. 1617. (Register)

? = Jane (mother of John)

3. { John and his mother -

Ferdinand Huddleston 1628-45

{ Edward Stanley 1620 - D. 1647.

The Arbitration perhaps 1630-40

4. Lawrence, and his son.

5. John. as mentioned in the latter part of
the Petition. John m: Dorothy Huddleston 1628.

Judge Jeffreys was at Carlisle Aug: 1684

Bp. Nicholson.
The Petition perhaps presented to him then.

6. Lawrence son of John. Capt. 1695. (Register)

* C. & W. Trans: XIV. p. 184. N^o Clouffers's Nole Books. 1658.

To the Right Honourable George, Lord Jeffreys
Baron of Westminster and Lord High Chancellor
of England

Humbly .. sheweth your orators

John Greene	Robert Jackson	George Parks
Anthony Garnet	John Thompson	Bryan Parks
John Park.	Edward Taylor	Robert Singleton
John Myre.	Myles Browning	Aquas Park
John Parker	John Walker	John Harrison
Ann Chamley	Stuget Danson	
George Parks.	John Parker.	

Customary Tenants of the Manor of Whitbeck
in the County of Cumberland being severally
seized according to the custom of the said
manor of several lands and tenements, parcels
thereof to them and their heirs.

no. 1. John Green of Annishead Jan 29. 1678. Whitbeck. Ripon.
no. 2. Myles Browning
Jan: 27. 1690. " "

[sheweth your orators. from above]

That the Pryor of the late dissolved Priory of Cumeside in the County Palatine of Lancaster being rightfully [seised] to him and his successors of the s^d manor of Whitbick in C^{ty} of Cumberland and the said Priory depending upon and belonging unto the late likewise dissolved abbey of Furnesse

.. the Abbot whereof for the time being was likewise seised to him and his successors of the manor of Furnesse

.. that both the s^d manor of Whitbick as also the s^d manor of Furnesse, as well before the time of the dissolution of the s^d Priory and abbey, as since the time of the recovery of man is not to the contrary ...

There was always used and accustomed, and it has always been reputed and esteemed to be the custom of both the s^d manors: - That all and every Customary Tenant that dyed seised of any such Customary lands ... there was and of right ought to be paid to the respective lord - of which two of the s^d manors the land was holden - double the value of what yearly rent the s^d Tenant paid

in his life ... in lieu of a fine and in full satisfaction and recompense for all fine or fines whatsoever ... that sh^d a debt grow due at or by reason of the death of the Tenant.

And by the s^d Custom it was further used that upon alienation ... there sh^d likewise be paid double the value of such yearly rent and use now ... as by the Rolls of the s^d manor would more fully appear.

And your orator further sheweth that at all times after the dissolution of the s^d Priory and Abbey [that] while the s^d manor of Whitbecke continued annexed to the Crowne the custom of both the s^d manors, as well the assessment of Tynes as other matters, were altogether alike and not different, and the customs of one of the s^d manors did fully and perfectly correspond and agree with the customs of the other: as by the Court Rolls do more fully appear - some whereof your Orator hath ready to produce.

But it remaining -

on or about the 20th year of Qⁿ Elizabeth
Several of the then Customary Tenants - from whom
of orator clayme their several Customary lands - desiring
to enfranchise their several Customary lands and to make
them free estates; and [having been informed] that such
an Enfranchisement might be obtained from Queen Elizabeth,
of blessed memory, whoe was then seised of the manor
of Wickhoke. The s^d then Customary Tenants did employ
one John Parke, then a Customary Tenant of the s^d manor
to transact and deale for the going through therewith;
The s^d then Customary Tenants did not only deliver
unto the s^d John Parke the several Summes of money
they had raised and contributed as their several
shares and proportions for the s^d purchase, but did
likewise pay the charges of the s^d John Parkes journey to
London and also several Summes of money he pretended
he ought to have had for the trouble and labour he should
be put to in the negotiating thereof.

But the s^d John Parke, instead of discharging
the Trust reposed in him and of applying the s^d Summes
for the enfranchisement of the s^d Customary lands and

tenants, purchased and obtained some conveyance of the 5^d manor of Colchester to him [self] and his heirs; and also the 5^d manor was soe purchased by the money of the 5^d tenants.

The 5^d John Parke ought when he became Lord to have granted the enfranchisement ... nevertheless after the conveyance he did actually to make it but did endeavour to destroy the custom of the 5^d manor and change the type of double rent upon alienation or death and make it arbitrary and as much as the Lord should think fit to impose.

Upon which pretences and ill practices a suite happened to be commenced in this honourable Court between some of the customary tenants and the heirs of the 5^d John Parke And as your Orators find by some copies of a decental order made in the 5^d Cause, all the 5^d parties as well plaintiffs as defendants did mutually subscribe and refer themselves to the final arbitrators and such award as Ferdinando Studdleston and Edward Stanley Esqrs should pronounce. And it appears that

the s^d arbitrators did make their award to the effect following
That all suits from the time of the award should stay & surcease
That the s^d John Park mentioned in the award to be
the defendant in the cause, his heirs and assigns, should
at any time within 2 years next ensuing after the date
of the award, at the request of the s^d T^rnants
and inhabitants and at their cost establish such
a customary rate to the s^d T^rnants, their heirs & assigns
[at such rate] as by Council learned in the law
should be reasonably advised and under such
conditions and limitations as in the s^d award are
hereinafter specified. made

And that every old T^rnant at all times afterwards
should pay unto the Lord for the time being
5 years rent for a fyne at the death of every Lord;
and that at the death of every refection Ricard
the next heir to pay to the s^d for service his heir
or assigns or to the Lord for the time being
11 years rent for a fyne. And that every one
bequeing a T^rnant's Estate to pay for
a fyne 16 years Rent.

And that the 3^d Treasurs paying their Rents & Services
the 5^d John Park should warrant the 5^d
Customary lands and Treasments against Jane
Park then mother of the 5^d John Park for ever.

And your orators find by some Coppies of
the Decretal Order that the 3^d award was confirmed
And the 5^d John Park shortly after dying the
3^d manors descending and coming to one Lawrence
Park who entitles himself there unto by several
mean descents from the 5^d John Park.

The 5^d Lawrence Parks did protest and set up notwithstanding
standing your Orators claime that they had paid for
the purchasing of their several Customs free from all
fines - that nevertheless the same were not discharged
but arbitrary according to the discretion and pleasure
of the Lord; and [he] did threaten to take the
payment of full fines. Whereby your Orator
for promotion of the charges and trouble being
unwilling to contest the matter with the 5^d Lawrence Park

did come to this agreement with Lawrence Park
and John Park his sounes and heir apparent
and accordingly by articles of agreement sealed and
executed as well by the s^d Lawrence and John Park as
by your Orators, among other things therein mentioned
consented and agreed: -

That all and every of y^r Orators their heirs and
assignes holding any customary lands should
from the time to come and at all times hereafter
upon the death of the s^d of the maner s^d pay
5 times the value of the now yearly chief rent
they respectively pay in full satisfaction of all fines.
And that every heir to whom any customary shall
descend shall pay 11 times the value of the
present yearly chief rent, and no more, in full satisfaction.
And that upon alienation of any customary
whereof any of your Orators are or shall be seised
shall pay 10 times the value of the chief
rent, and no more, in full satisfaction.
And it is further agreed by the s^d articles that

upon the death of the Lord, the Tenant shall have
a full whole year's tyme for the payment thereof.
And upon a descent the heirs shall have for
payment of the fyne two several payments, one
moisty at the end of half a year from the death of the
Tenant and the other moiety at the full end of
the other half year.

And it is further agreed that the st customary lands
and tenements and hereditaments should be freed and
cleared at all tymes hereafter of any wife of any
Lord that sh^d be a jointress or settled to dowry of
the st Manor.

And by the st articles it was further agreed that [the]
yearly Rent of your Orator's lands, Tenements and
hereditaments should be taken and allowed to be such
as in a schedule ^{*} hereunto annexed are sett forth;
which your orator pray may be taken as part of the
said Bill and your orator wish, hoping that the
said Laurence Park and John Park would have
fulfilled and performed these articles of agreement.

* not included in the copy from which this account was taken. N.S.S.

But soe it is, may it please yr good lordship, that
the s^d Laurence Parke and John Parke, intending
unjustly to disturb and disquiett yr orator, endeavours
to charge your orator with larger and further fines
than by their said agreement they are, or ought to be charge
pretending and giving out in speeches that as often as
there shall be any alienation or any of yr orator shall
depart this life, or any Lord of the s^d manors - that they
will assess, sell and compel the payment of further fines.

All which speeches and proceedings are contrary
to all equity and good conscience

In consideration whereof, and that your orator witnesses
are in parts remote and beyond the seas; and that your
orator cannot compel a specificke execution of the
s^d Articles but by the ayde of the Hon Court.

To the end thereof that the s^d Laurence Parke & John Parke may true
answer make whether they did not execute articles of agree-
ment - entered into & duly sealed - And whether they ought not to
abide by what is therein - And shew cause why they, their
heirs & assigns and all persons hereafter claiming the s^d
manors should not be barred.

[The 113 ends here]
113.

Extracts from two Acts of Parliament
from a copy formerly in the possession
of "Jules Poitevin 1748.9"
and shown to me by M^r Geo: Meyer of Poitiers

The first refers to an Indenture of Settlement dated .oct^r 23
1698 to secure a sum of £500 charged upon the Low
demesne of Red Hill. made by Ferdinand Hudleston to
provide portions for his younger daughters.

It recites at some length an Indenture of April 3. 1721
quinquepartite - made by Ferdinand Hudleston of
Millum Castle and by William his eldest son for the
purpose of providing a sum of money to pay off Ferdinands
debts; and the £500 charged upon the Low demesne;
and a further sum of £1000 towards the several portions
of Ann Elizabeth Hudleston, Sarah Hudleston, and
Isabel Hudleston, three of the daughters of the s^d Ferdinand
according to the terms of the settlement of 23rd Oct. 1698.
and when the condition here been fulfilled provision is made

provision is made for contingent remainders to the use
of the s^d William Studleston and his sons in tail male with
reversion to Ferdinand Studleston for life and afterwards
to John Studleston, younger son of the s^d Ferdinand and his sons
in tail male, ^{in default of such issue} and to any other sons of the s^d Ferdinand
And for default of any such issue "to the use of
Edward Studleston therein named" and his sons in tail male
and afterwards in default of issue to the right heirs of Ferdinand.

It further recites that after the settlement was made the
Trustees raised certain sums upon mortgage; and
Ferdinand contracted various other debts which became a
charge upon the premises comprised in the settlement.

And Ferdinand Studleston died in 1730 leaving only two
sons William and John. And John Studleston the son;
and John Studleston the brother and also the s^d Edward
Studleston all died without issue male. And William
has been married several years but is separated and
has no issue male. And although William has paid

of some of his father's debts he has contracted others;
and the Rents and profits of the Armes after all deductions
for maintenance are not sufficient to pay the interest; therefore
it will be to the advantage of all parties that there be a sale. But
owing to the limitation of the settlement such sale cannot
be made without act of Parliament. Therefore Petition for such
Sale is made on behalf of

William Hudleston, Richard Goodall and his wife D: of Ferdinand
Ann Elizabeth Wilson, widow, daughter of Ferdinand, Sarah Hudleston,
and Henry Proby, and Isabel his wife, daughter of Ferdinand.

And ^{that} all the lands & [land given below] which are comprised
in the settlement of April 5. 1721. shall after June 24. 1741
~~shall~~ be vested in Thomas Hudleston of Hulton Jocos and
Richard Hudleston of Penrith and Edmund Gibson of Warrington
first and discharged & exonerated from the settlement of Apr. 5. 1721.
Certain lands mentioned are excepted and the land are
specified which form the source of the jointure settled
upon Gertrude the wife of William Hudleston at the time
of their marriage.

The second act is entitled

An Act for executing and executing the estate devised by the will of Wm Hudson Esq. deceased to be sold - from the jointure on Gertrude Rigby, wife of Torouley Rigby Esq; and for charging an annuity or trust charge of equal value on the estate entailed by the said will; and more effectually to ~~make~~ ^{enable} the sd Trustees of the sd William Hudson to execute the Trusts imposed there by the will.

It is to be read William Hudson of Millum Castle made his will bearing date Nov 29. 1744 in which he directed that with exception of Millum Castle, the High & Low Dunes Crookhead, Annasdale, and Salt House all his lands should be sold for the payment of debts, legacies, and other dues. He gave Millum Castle & other property into hands of Trustees for his eldest daughter Elizabeth & to her son or family then her daughters; with remainder to his other daughter Isabel & her heirs with remainder to his sisters Esther Goodball, Anne Elizabeth Wilson and Sarah Probyn and the children of Mary Probyn. William Hudson died Apr 11 1745 leaving only two children Anne Elizabeth Williamson & Isabel Hudson, spinster.

and Gertrude his widow who has since married
Towuley Rigby Esq.

Elizabeth after the death of her father Mr. Sir Hedworth
Williamson and they have issue 3 sons - William Hedderley,
Hedworth and Thomas.

The personal estate full greatly short of what was due
for debt, legacies and other due and the Trustees have
sold all that they are enabled to sell by the Trust. But a
considerable part remains unsold by virtue of a settlement
dated Jan 28. 1725 made on the marriage of Gertrude Rigby
then Gertrude married with William Hedderley in which
jointure was a covenant that the lands mentioned were of
yearly value £100. But by another Indenture made or
mentioned to be made between William Hedderley on the one part
and Andrew Hedderley on the other part of date 12. 1744
William Hedderley did demise part of the estate in Baerton
to make up any deficiency in the amount provided by her jointure
if the lands on which the jointure was paid had been sold.
By reason of which limitation the Trust estate cannot be sold.
And Towuley Rigby and Gertrude his wife join in this Petition
that the Trust estate be freed from the said jointure.

The following is a list of the appearances of the articles
as given in different parts of the acts of Parliament 1741.

All these the Castle, manors and Lordships
of Millom, alias Millum.

And all these manors, hamlets and villages
of Kirkstou, Satorlon alias Sotterlon alias Satherlon
Booth. Corney. Woolf alias Woolfall. alias Ulpha.

and Wolcham and Wolterbeck in Co Cumbria
and Thwait, Hundon Thwait & Collierston in Co York
with all their appearances, with all their manors
lordships, messuages, farms, lands tenements mills
rents, messuages services and hereditaments whatsoever.

and the houses, edifices, buildings, Barren stables
yards or chards meadows pastures

Commons, Common of pasture, mines and quarries

Court Leets, Court Baron, Rents & profits of Court
Goods & Chattels of felons and fugitives

Wrecks of sea, waifs, estrays, treasure Trove.

Free warren, free chase, Parks & forests.

Royalties, festivals, rents and ransoms
Tines dues duties and Services.
Jurisdiction .. profits .. commodities & .
and all the rents as well free as customary, fines, heriots, boons & services
Except in two townships called Hunas Ease
and Cockshead heretofore Customary and lately
purchased by Ferdinand Hudkocou .

[Part] The Low Demesne or Red Hill
The fellside in Booths; Corney Hall; Crosby Rewate;
Levenside; and Alpha Park . And the water mills
called Booths mill. Arceby mill . Corney mill
and Alpha mill [are reserved for certain purposes] .

And all the several manors & Lordships of Milton & [List
as before] .

Provided that the following are excepted

The demesne lands of the manor of Milton called High
demesne and Low demesne and the several farms - land
- demesne called Alpha Park. Crosby Rewate. Alpha

mill, Consey Hall, Fellside in Boothe, Esk meeles
Boothe, Sevenside Hardwick, Annaly mills, Kirkcaldie
mill, Arnside fishery and Duddon Eac fishery,
Annas case and Coostead and also all the
messuages and lands which in consideration of the marriage
of William Hudleston with Gertrude his wife were settled
unto the said Gertrude for her life.

This act is called

The act for vesting of certain manors
lands & Tenements of W^m Hudleston Esq.
in Trustees for the payment of his debts.

date on the back written in ink. 24 June 1741.

In the second Act is only a brief reference to lands &

As his will dated Nov 29. 1744 William Hudson directed
that all his estates should be sold

Except Millum Castle, the Stegs and Low James
Crookshank. Queens Ease and Salt house