

James Lomax died, being so seised, 4 Dec. last past [1623]; *Richard Lomax* is his son and heir, and is aged at the time of taking this Inquisition 12 years and 1 month. *Margaret Lomax*, late his wife, still survives at Manchester.

Richard Holt, Gentleman.

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Inquisition taken at Manchester, 3 Sept., 22 James [1624], before *Robert Blundell*, *James Massye*, and *Hugh Rigby*, Esqs., Deputy Escheators, and *John Haworth*, gent., Deputy Feodary, after the death of *Richard Holt*, by the oath of *Thomas Stranguishe*, *James Fox*, *Edward Massye*, *William Bell*, *Henry Keyley*, *Peter Walmisley*, *Lawrence Horrockes*, *John Brooke*, *James Crompton*, *Roger Johnson*, *Lawrence Stringer*, *James Chytome*, *George Kenion*, *John Härkeley*, *John Bexwicke*, *John Ouldham*, *Charles Worsley*, *Thomas Haworth*, *John Bexwicke*, and *William Butteler*, gentlemen, who say that long before the death of *Richard Holt*, viz. 20 Dec., 8 James [1610], one *Robert Holt*, Esq., his grandfather,¹ was seised in fee of 1 capital messuage, 10 cottages, 10 tofts, 2 water-mills, 4 fulling-mills, 27 gardens, 10 orchards, 200 acres of land, 600 acres of meadow, 200 acres of pasture, 10 acres of wood, 300 acres of moor, 200 acres of furze and heath, 100 acres of moss, and 200 acres of turbary in Ashworthe, Wostenholme, Spotland, Ratchdall, and Middleton; and of the moiety of 2 roods of land in Bamford.

So seised, by Indenture dated the said day and year, and made between *Richard Ashton*, of Middleton, Knt., of the one part, and himself (by the name of *Robert Holt*, of Ashworth) of the other part, in consideration of a marriage before had and solemnized between *Robert Holt*, late son and heir apparent of *Robert Holt* (the grandfather), and *Mary*, one of the daughters of *Richard Ashton* (deceased), it was agreed by the parties (*inter alia*) as follows:—*Robert Holt* (the grandfather), in consideration of the said marriage and

¹ See page 438.

of the sum of £300 paid to him by *Richard Ashton*, and for other considerations, and for the preferment and advancement of the name and blood "of the *Holtes*," and for the preferment of the issue of *Robert Holt* and *Mary* his wife (then deceased), and for the assurance of all and such manors, messuages, &c. as *Robert Holt* (the grandfather) had at the time of the said marriage, shall by sufficient assurance in the law make such in fee simple as by *Richard Ashton*, his heirs and assigns, shall be devised, of all the premises in Ashworth, Wostenholme, Marcroftycote, Cheesden, Bamford, Spotland, and Middleton, by the name of the capital messuage commonly called "Ashworth Hall," and of all the buildings to the same belonging, and of all manors, lordships, or hamlets of Ashworth, and of all other his hereditaments whatsoever of the nature of free tenement or charterland, in the several towns, hamlets, and parishes of Ashworth, &c. to *William Davenport*, Knt., *Ralph Ashton*, Esq., *John Greenehalgh*, Esq., and *Robert Hewood*, gent., their heirs and assigns, who immediately after the execution of such estate shall be seised of all the premises to the uses mentioned in the said Indenture as follows, viz. :—As to all that portion of the said capital messuage of Ashworth, being at the upper end of the hall there, and all the rooms in those buildings at the head of the said hall ("saucinge and exceptinge free liberty of waie and passinge forthe of the said hall opp and downe the staires there to and from, the twoe hall Chambers and eyther of them in such sort as the said Stayers are now vsed and occupied"); and of all that "Barne consistinge of twoe bayes, and of a Certaine front vpon the outside thereof wherein are twoe barne doores," situate between a certain new building there called the Gatehouse, and a stable called the common stable at the other end; also of all that common stable; "and of one of those three swyne-houses thereunto adioyning, and pticulerly that next vnto the Cowhouse;" also the said cowhouse (except one bay at the south end thereof, consisting of an upper room and a lower room, whercof the upper room is now used as a henhouse, and except one little building thereto adjoining, used as a calf-house); together with free liberty for laying, keeping, and carrying "mayno^r"

from the "fould," where it is usually carried from the said houses; also the little orchard at the upper end of the said mansion-house, together with the little parcel of ground lately inclosed from the said orchard lying between the mansion-house and the cowhouse, saving only free liberty of passage and carriage necessary and convenient from the said henhouse; also of all the little garden lying between the backside and the great orchard, with liberty of water and washing in and at the well in the Carr meadowe for the use of the said "howsinge" and the occupiers thereof; also in the following closes or parcels of land, viz. :—"The white Carr, the further Ridd, one acre, one Rood land, and thirty foure falls in the vpp end of the neare Ridd, as the same is nowe meared and holed out, the owlye Carr, the longe Grimscroft, the forkobmett ats the forkrobinhedge, the Annat Carr, the Bullhill, the Grimsforke, the little oxe meadowe, one Close called the meller hey meadowe, the twoe thornyhills, the Crofte bancke, the twoe sower earthes, one Rood land, and thirty twoe falls in the little Calfe Crofte as the same is nowe meared and sett out, and the meadowing or meadowe ground in the vpp end of the Bullhillwood wth the app^rten^{anc}e, Togeather wth convenient waies, gat^e and passages to and for all and all maner vsage and occupa^{co}n of all and singuler the p^remisses lastly p^rticulerly men^{co}ned and every of them, And also Competent and Convenient place, Roome and liberty for layinge keepeinge and Carryinge awaye of Ashes, dunge etc. in vppon vnto and out of the fouldes at Ashworth afforesaid where such thing^e are nowe vsually layd over against the said howsinge last before specified," to the use of *Robert Holt* (the grandfather) until *Richard Holt* (named in the commission) should accomplish the age of 21 years (if he so long live); and after the determination of the said term then to the use of the said *Richard Holt* and his heirs male; and for default to the use of *Robert Holt* and his heirs male; and for default to the use of *Robert Holt* and his heirs for ever. As to the residue of all the premises, to the use of *Robert Holt* and his assigns for life without impeachment of waste; and after his decease to the use of the said *Robert Holt* and his assigns until *Richard Holt* should attain the age of 21 years; and after

the determination of such estates to the use of *Richard Holt* and his heirs male; and for default to the use of *Robert Holt* and his heirs male; and for default to the use of himself and his heirs for ever. And that it should be lawful for *Robert Holt* at any time by Indenture to make demises of any part of the premises (those already limited to his own use during the minority of the said *Richard*; as well as Ashworth Hall and the demesne lands of Ashworth, and the lands then or within six years then last past occupied as part thereof; and the corn-mill of Ashworth excepted), to any person for 21 years in possession and not in reversion, at the yearly rents theretofore payable, as by the said Indenture, shown to the Jurors in evidence, appears. Afterwards, viz. 11 Jan., 8 James [1610-11], by deed dated 20 Dec. of the same year, in fulfilment of a covenant, specified in the Indenture before mentioned, *Robert Holt* (the grandfather) enfeoffed *William Davenport*, Knt., *Ralph Ashton*, *John Greenchalgh*, and *Robert Heywood* of all the premises therein specified, to hold to them, their heirs and assigns for ever, to the uses in the said Indenture declared, as by the said deed, likewise shown to the Jurors in evidence, appears. By virtue whereof, and by force of the Statute of Uses, *Robert Holt* was possessed of all that portion of the premises limited to his use during the minority of *Richard Holt*, with remainder as above said, as of freehold, for life without impeachment of waste, and of the residue of the premises until the said *Richard* should attain the age of 21 years, with remainder thereof as aforesaid. Afterwards and before 11 March, 16 James [1618-19], at Ashworth, *Richard Holt* attained the age of 21 years, and thereupon entered into all the premises aforesaid, and was seised thereof as in fee tail, viz. to himself and his heirs male, with remainder as aforesaid. *Robert Holt* afterwards, viz. 11 March, 16 James [1618-19], was seised in fee of 12 messuages, 12 gardens, 98 acres of land, 30 acres of pasture, 17 acres of meadow, 5 acres of wood, 50 acres of moor, 50 acres of furze and heath in Butterworth, then lately purchased by him. Afterwards, viz. on the same day, *Robert Holt* and *Richard Holt* (being then of full age) being severally seised of all the premises aforesaid, by Indenture made on the said day between *Robert Holt* and *Richard Holt* of the

one part, and *Theophilus Ashton*, then of Ratchdall, Esq., of the other part, in consideration of a marriage between *Richard Holt* and *Mary*, one of the sisters of the said *Theophilus*, then already solemnized, and of the marriage portion of £1,000 paid and secured by *Theophilus* to *Robert* and *Richard Holt*, and for the better provision and assurance of a sufficient jointure for the said *Mary*, and for the maintenance of the issue of *Richard* and *Mary*, and for the establishing of all the premises of the said *Robert Holt*, and for divers other causes, it was agreed that at or before the next Assizes to be held at Lancaster, a Fine should be levied " Sur Cognizance de droit come ceo quilz ont de lour done " to *Theophilus Ashton*, *John Greenhalgh*, Esqs., and *Ralph Ashton* and *John Cudworth*, gentlemen, and their heirs, of all the capital messuage of Ashworth and the lands thereto belonging [here described as above], to the following uses [here given in English] :—As to that part of Ashworth Hall and the rooms and parcels of land therein specified, as before, to the use of *Richard Holt* and *Mary*, then his wife, and their heirs male ; and for default to the use of the heirs male of the said *Richard* ; and for default to the use of *Robert Holt* and his heirs male ; and for default to the use of *Robert Holt* and his heirs for ever. As to the residue of all the premises, to the use of *Robert Holt* and his assigns for life without impeachment of waste ; and after his decease to the use of *Richard Holt* and his heirs male by *Mary* ; and for default to the use of the said *Richard* and his heirs male ; and for default successively to the use of *Robert Holt* and his heirs male and of his heirs for ever. Provided always that the said Fine should be to such use that certain closes should be charged after the levying of such Fine with the yearly rent-charge of £13 : 6 : 8 to the said *Richard* and *Mary* for the life of the said *Mary*, and after her decease to *Richard* during the lifetime of *Robert Holt*, with power of distress. And in like manner certain other closes (except 1 acre and 1 rood of land and 34 falls, part thereof) should be charged with a yearly rent-charge of £5 to *Robert* and *Mary Holt*, children of the said *Robert Holt* (then deceased), for the term of 11 years then next following, if they or either of them or their issue should so long live, with like power of distress.

For the considerations aforesaid, and for the better assurance of the said Fine, *Robert Holt* agreed that all his messuages, lands, &c. in Butterworth should be conveyed to the said feoffees, to the use of himself (*Robert*) for life without impeachment of waste; and after his decease to the use of *Richard Holt* and his heirs male by *Mary*; and for default to the use of the heirs male of the said *Richard*; and for default to the use of the heirs male of *Robert Holt* and of his right heirs for ever. And it was provided that *Robert Holt* at any time during his life might make any demise of any of the premises in Butterworth for 21 years, for the term of 3 lives, or for any term of years determinable upon 3 lives, so that such leases be in possession and not in reversion. Afterwards a Fine was levied at Lancaster on Monday in the 5th week of Lent, 16 James [1618], between *Theophilus Ashton*, *John Greenhalgh*, Esqs., *Ralph Ashton* and *John Cudworth*, gentlemen, plaintiffs, and *Richard Holt* and *Robert Holt*, deforcients, of the capital messuage called Ashworth Hall, 2 gardens, 2 orchards, 120 acres of land, 40 acres of meadow, 90 acres of pasture, and 10 acres of wood in Ashworth and Middleton, to the uses mentioned and expressed in a certain Indenture tripartite, dated 11 March, 16 James [1618-19], and made between *Robert Holt* of the first part, *Richard Holt* of the second part, and *Theophilus Ashton* of the third part, viz. of all the portion of the said capital messuage of Ashworth and the rooms and parcels of land therein specified as before, to the use of *Richard Holt* and *Mary*, then his wife, and now the wife of *John Greenhalgh*, Esq., and the heirs male of *Richard* by *Mary*; and for default to the use of the heirs male of the body of the said *Richard*; and for default successively to the use of *Robert Holt* and his heirs male, and of himself and his heirs for ever. As to the residue of all the premises, to the use of *Robert Holt* and his assigns for life without impeachment of waste; and after his decease to the use of *Richard Holt* and his heirs male by *Mary*, with remainders as aforesaid. Certain closes were charged with rent-charges of £13: 6: 8 and £5 as above, as by the Indenture last-mentioned and by a transcript of the Fine, shown to the Jurors in evidence, more fully appears.

Robert Holt, the younger, and *Mary*, his sister, are yet alive at Manchester.

On 8 June, 18 James [1620], by deed dated the same day, for the considerations mentioned in the Indenture of 11 March [1618-19], *Robert Holt* confirmed to *Theophilus Ashton*, *John Greenhalgh*, *Ralph Ashton*, and *John Cudworth* all his premises in Butterworth, to hold to them their heirs and assigns to the uses declared in a schedule annexed to the said deed of feoffment, viz. to the use of *Robert Holt* for life without impeachment of waste; and after his decease to the use of *Richard Holt* and his heirs male by *Mary*, with remainders as above, with power for the said *Robert* to demise as above. By virtue whereof and by force of the Statute of Uses *Richard Holt* and *Mary*, his wife, were seised in fee as of freehold for their lives, and *Richard* as of fee tail to himself and his heirs by *Mary*, of all that portion of Ashworth Hall and other the premises limited to their use, with remainder as above said. And *Robert Holt* was seised as of freehold for life of the residue of all the premises, and of all the premises in Butterworth, with remainder as aforesaid.

Richard Holt long before his death was seised in fee of 5 acres of land in Wolstenholme, in the parish of Ratchdall, and he died seised thereof 14 June, 18 James [1620]. *Richard Holt*, gentleman, is the son and heir of *Richard Holt*, and at the time of his father's death was aged 11 months and 19 days and no more.

Robert Holt, so seised as aforesaid, died at Ashworth 31 July last past [1624].

Mary, now wife of *John Greenhalgh*, and late wife of *Richard Holt*, is yet alive at Brandelsholme.

Long before the death of *Richard Holt* one *Roger*, son of *Alexander de Middletuna*, gave all the messuages, lands, and other the premises in Ashworth by the name of "tota Ashwortha" to one *Geoffrey*, his kinsman, as by a certain Charter, shown in evidence to the Jurors upon the taking of this Inquisition, appears, the tenor whereof follows in these words:—

"Ratū sit et vniūsis has literas videntibus vel audientibus et francis et anglicis tam p̄sentibus q̄m futuř me Roger fit Aleř de Midletuna Galfrido Cognato meo filio Robti decani de Willor totam Ashwortham cū omni

integritate ptinenē suorū in siluis et Campis et aquis et cū omni integra Communitate scifet pessone et pasture omniū nemorū et Camporū que mihi et meis ptineñ in feodo et in hereditate dedisse et concessisse et confirmasse sicut ius suū hereditariū sibi et suis heredibus de me heredibusq, meis tenend libe quiete et solute pro omnibus seruiciis que huit p̄d terre ptinet vel contingere possuit et noīatim pro omnibus seruiciis Regis et omniū aliorū qui mihi seruiciū ex debito vel amore habere clamat et noīatim pro Sakefet quadraginē denař aīuatim, quorū dimidietatem ip̄e p̄d Galfridus vel aliquis ex pte sua mihi Rogero vel meis ad octavas sēti [sic] Petri in estate, et alteram ptem ad festū sēi Michis dare convenit pro huius confirmē libertatis et concessu et recognicōem et Releuacōem post decessores Galfridi p̄d dedit his Testibus And̄ p̄sbro Henrico filio suo et Adā Cfico de Middleton Elia p̄sbro, Swan Cfico Robto de p̄slirič Adam de Waltun Dolfino fr̄e suo, Willmo de Gart Jurdan de Ashworth Martin Willmo Cfico Alan Cfico." By virtue of which feoffment *Geoffrey* was seised of all the said premises in fee, and had therein the estate and interest of *Robert Holt*, and held the same as required by law.

Before the death of *Richard Holt* one *Richard Ashton*, Esq., was seised in fee of the manor of Middleton, held of *Queen Elizabeth*, as of her Duchy of Lancaster, *in capite* by knight's service. *Robert Holt* was likewise then seised in fee of the aforesaid premises in Ashworth which were then held of the said *Richard Ashton* by the yearly rent of 3s. 4d. They being so severally and respectively seised, the said *Richard Ashton*, together with one *John Ashton*, then parson of the Parish Church of Middleton, and *Edmund¹ Hopwood*, then of Hopwood, Esq., on 20 Oct., 3 Eliz. [1561], became bound to *Robert Holt* by a bond [set out in full] in £200, on condition that if *Richard Ashton* before the feast of Easter then next ensuing at the request of *Robert Holt*, his heirs or assigns, should make a sufficient estate in fee simple to the use of the said *Robert*, his heirs and assigns, with one release upon the same, at the costs of the said *Robert*, of all the premises of *Richard Ashton* in Ashworth, with all knight's fees, wards, marriages, and reliefs to the premises or any part thereof

¹ Edo

appertaining, to be conveyed to *Robert Holt*, his heirs and assigns for ever, discharged of all estates, merchant statutes of the staple, rents, arrearages of rent, and all other charges whatsoever, delivering also to him (*Robert*) all deeds and writings concerning the premises, and acquitting him from all rents that should be due out of the said premises to dame *Katherine Radcliffe*, then wife of *Sir William Radcliff*, Knt., and then late the wife of *Richard Ashton*, then late of *Middleton*, Esq., deceased. And further, if *Richard Ashton* at all and every time thereafter within the space of 3 years at the request of the said *Robert*, his heirs and assigns, should make and convey to him (*Robert*) and his heirs such further assurance of the premises then the said bond to be void, as by the said bond, shown to the Jurors in evidence, more fully appears. Afterwards, 30 Oct., 3 Eliz. [1561], by deed, *Richard Ashton* granted and released to *Robert Holt* [here the deed is set out] all the premises in *Middleton* for the sum of £80, to hold to him and his heirs for ever to the use of *Robert Holt*, his heirs and assigns, for ever; yielding yearly to *Richard Ashton* and his heirs one pair of gloves, if demanded; also suit of Court of the manor of *Middleton*, as by the said writing, shown to the Jurors in evidence, appears. On 4 Nov., 3 Eliz. [1561], by writing, *Richard Ashton* released to *Robert Holt* all his premises in *Ashworth*, as by the said deed appears [here set out], to the use of the said *Robert*, his heirs and assigns, for ever, so that neither *Richard Ashton* nor his heirs might claim any right or estate therein at any future time, but should be for ever excluded from any claim or title therein by the said deed, provided that *Robert Holt*, his heirs and assigns, do suit at the Court of *Richard Ashton* and his heirs, and do pay yearly one pair of gloves, as specified in a certain deed made between *Richard Ashton* of the one part and *Robert Holt* of the other part, as by the said writing, shown to the Jurors in evidence, appears. *Robert Holt* did not pay the said rent of 3s. 4d. to *Richard Ashton*, but afterwards he paid to *Richard Ashton*, Knt., then son and heir of the said *Richard*, to whom the manor of *Middleton* descended after his father's death, one pair of gloves.

Robert Holt was likewise essoined by *Richard Thorneley* at a Court Baron held for the manor of *Middleton*, 18 James

[1620-21]. "Et si sup totā materiā p'd" the capital messuage, lands, and other the premises in Ashworth are held of *the King*, as of his Duchy of Lancaster, by knight's service, then the Jurors say that all these premises were held of *the King* by knight's service *in capite*. "Et si sup totā materiā p'd" the capital messuage, land, and other the premises in Ashworth are held of *Ralph Ashton*, Esq., kinsman and heir of *Richard Ashton*, Knt., viz. son and heir of *Richard Ashton*, son and heir of *Richard Ashton*, Knt., then the Jurors say that all those premises are held of *Ralph Ashton*, as required by law, and they were worth nothing during the lifetime of the said *Robert Holt*, but at the time of his death they were, and now are worth per ann. (clear) £10. The premises in Wostenholme, Spotland, and Rachdall are held of *the King*, but by what service the Jurors know not, and they are worth per ann. (clear) 5s. The premises in Bamford are held of *William*, Earl of *Derby*, in free and common socage by fealty only, and are worth per ann. (clear) 6d. All the premises in Butterworth are held of the heirs of *Geoffrey of Butterworth* in free and common socage, viz. by fealty only, and are worth per ann. (clear) 40s.

Immediately after the death of *Robert Holt*, *William Holt*, Esq., his only son, entered into all the premises in Ashworth, and was thereof possessed, and thenceforth until 5 Aug. afore-said¹ took the issues and profits thereof. *John Greenhalgh* on 5 Aug. entered into 3 barns and 1 water-mill, and took the issues and profits thereof from that day up to the 30 Aug. last past [1624], when *William Holt* entered into 1 of the said barns, and took the issues and profits thereof from that time until the day of taking this Inquisition. *John Greenhalgh* from 30 Aug. [1624] up to the present time took the issues and profits of the other two barns. From 5 Aug. [] up to the day of taking this Inquisition *William Holt* took the issues and profits of all the premises parcel of the capital messuage and other demesne lands in Ashworth.

¹ The 5th of August is not previously mentioned in the original.