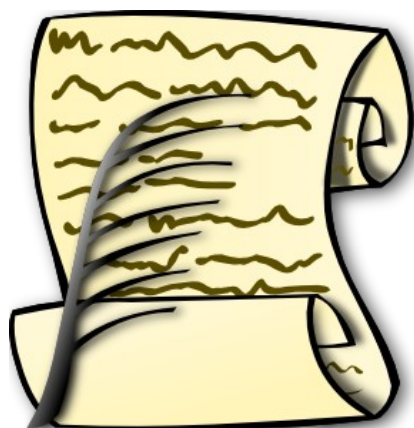


NEW MILLS HISTORICAL NOTES

No. 10



**Deeds of New Mills
and District**

by

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**DEEDS OF NEW MILLS
AND DISTRICT
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and
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November 1985

Introduction

This pamphlet contains abstracts of some deeds and other legal documents relating to property in the New Mills district of Derbyshire. These documents form part of a collection held by New Mills Local History Society. (It is hoped that abstracts of the remaining documents will be published in due course.) Several of the documents are of particular interest for various reasons. For example, document SS6 contains a very early use of "Newmilne" as a place name.

We have included in the abstracts all the information which seemed likely to be useful. So consultation of the original documents should be unnecessary for most purposes. If necessary, however they can be consulted through the Honorary Archivist of the Society, the name and address of the current Archivist can be obtained from New Mills Public Library or the website.

We have taken considerable care to ensure the accuracy of the abstracts, but no doubt there are a few errors. We are not expert in the law of real property (past or present) - as will probably be obvious to more expert readers - but we have tried our best to represent the legal technicalities accurately, even if sometimes this has been at the expense of brevity. The reader who is not acquainted with the basic principles of such conveyances as the "feoffment" and the "lease and release" and the various types of mortgage will need to look at an explanatory text such as Julian Cornwall's "How to read old title deeds XV1-XIX centuries".

Proper names (of people and places) have been spelt in the abstracts exactly as they are spelt in the original documents.

We have used a., r., and p. as abbreviations for acres, roods and perches. (Sometimes the documents specify the type of acre - we have not reproduced this information.)

One final note on the lay-out of the abstracts. Sometimes a deed quotes from (or "recites") an earlier deed. We show this in our abstract by giving the information from the earlier deed in an indented paragraph. If the earlier deed refers back to a still earlier deed then a more deeply indented paragraph is used.

Comments on locations

The most useful tool for locating the pieces of land referred to in the documents is the Tithe Commissioners' map and apportionment for Beard, Ollerset, Whittle and Thornset, dated 1841. a copy is at the Derbyshire Record Office, Matlock. A reproduction of the central portion of the map with accompanying information from the apportionment has recently been published by New Mills Local History Society : "New Mills in 1841" and "The New Mills Tithe Award" (New Mills History Notes No.9). A photocopy of the complete map and apportionment is held by New Mills Local History Society, ref. D151 but many details on the map are illegible.

Also useful are the Whittle enclosure award and plan of 1828 and the Thornsett enclosure award and plan of 1774. Details of the former are available in N. M. History Notes No.3 and a photocopy of the latter is held by N. M. Local History Society, ref. D70.

Some comments on the individual documents follow on the next two pages. We describe (where we can) the approximate locations of the properties referred to. We give Ordnance Survey map references in some cases. It should be possible for anyone with a particular interest to work out precise locations in several other cases.

COMMENTS

SS 1/1. - 1/20 Ladyshawbottom Estate, Whitle.

The deeds refer to various parts of the estate. The main building, now called "Ladyshawe House", is at SK08 003862. The area covered by the estate can be ascertained from the 1841 Tithe apportionment, listed under the executors of John Gregory. Many of the field names mentioned in the deeds are used in the Tithe apportionment, so these fields can be located. In rough terms, the estate occupied an area bounded on the west by Mellor Road (from its junction with Spring Bank to its junction with Watford Road) and spreading eastwards across Bridge Street and the River Sett. Part of the estate was occupied as the London Place or Watford Bridge Printworks. Deeds of the printworks are held in Manchester Central Library (ref. M159/2/14-16).

Some of the documents (particularly SS 1/14) contain details concerning John Potts, artist and engraver to calico printers : one of New Mills' most gifted men. For an account of John Potts see the work by T. M. Griffith (typescript in Manchester Central Library or photocopy held by N. M. Local History Society, ref. D51).

SS2 Thornsett Fields Estate, Thornsett.

This document is an abstract of title to two fields on Hollins Moor. These two fields were Plots 16 and 21 of the 1774 Thornsett enclosure award, at SK08 008891 and SK08 004894, respectively. They were awarded to Anthony Allinson as heir to the Thornsett Fields estate. The document also gives some information about the estate itself. The main buildings are at SK08 011885. Some of the fields mentioned in the document can be located from the names in the 1841 Tithe apportionment, listed under William Calrow.

SS3 Lower Common Piece, Thornsett.

This feoffment records the sale of a ½-acre plot of the Lower Common Piece. We have not been able to identify the plot positively. But there are some indications that it may have been near or even part of Plot 20 of the 1774 Thornsett enclosure award. This Plot 20, on Hollins Moor, centred round SK08 006894, was awarded to Ann Wright - note that Ann Wright and Charles Wright are referred to in the feoffment. In the 1841 Tithe apportionment the bulk of the former Plot 20 was numbered as plots 860 and 863 called "Piece" and "Piece Meadow", owned by David Ollerenshaw - note that Thomas Olerenshaw is the major landowner mentioned in the feoffment.

SS4 Estate of John Shaw, Hollins Moor, Rowarth.

The inn referred to is almost certainly the "Hare and Hounds" at SK08 006893 - John Shaw is listed there in Pigot & Co.'s Directory of 1824--25. This building is now known as the "Children's Inn".

SS5 Estate of Peter Goddard, Rowarth.

This document is an abstract of title. Lots 1, 2 and 5 are referred to. Presumably these were part of a sale by auction, and newspaper advertisements can probably be found which would give details of the other lots. The area covered by the estate can be ascertained from the 1841 Tithe apportionment, listed under the executors of Peter Goddard. Many of the field names mentioned in SS5 are used in the Tithe apportionment, so these fields can be located. "Lower Rowarth" is what we now call Rowarth.

Details are given of a feoffment of 18 April 1837 which mentions the building of a school. This was at SK08 013892 and became the Rowarth United Methodist Free Church before being closed in 1970 and demolished. Details are also given of a lease of 25 July 1795. This is document 571B/E1 at the Derbyshire Record Office. The lease mentions some roads through Rowarth. These seem to be the principal road running north-east through the village and the short road running off it past the site of the (former) school. But the description is somewhat difficult to interpret.

SS6 Diglands.

There are buildings marked "Diglands" on Ordnance Survey maps at SK08 009863 (see for example the First Series 1:25000 map). These buildings seem to have been demolished shortly before 1960 to make way for some old people's bungalows.

This feoffment (dated 1612) is particularly interesting because of the very early use of New Mill ("Newmilne") as a place name (rather than as a name for the corn mill from which the place name is derived).

SS7 Ollersett and Thornsett.

It is not clear which property is referred to.

SS 8/1 - 8/12 Thornset Bank or Bank Head Brows. Thornsett.

This piece of land formed, roughly speaking, a triangle with north-western and southern edges not far from the present Sitch Lane and Sycamore Road. (The junction of Sitch Lane and Sycamore Road is at SK08 013870.) The boundaries can be determined from the 1841 Tithe apportionment. By then the land had been split up into a number of fields, listed under Robert Bradbury, and some small parts had been sold as building sites for houses and Thornsett School (the Independent Church, not the present school).

SS9 Thornset and Phoside.

It is not clear which property is referred to.

SS 10/1 - 10/3 Thornsett Flatt.

On the evidence of the 1841 Tithe documents, Thornsett Flatt seems to have been the land on the western side of Aspenshaw Road at the Thornsett end of the road, centred round SK08 010871. (In the Tithe apportionment see under James Ingham, clots numbered 1223, 1236 and 1237.) These deeds refer only to a small part of Thornsett Flatt which part is not clear. The deeds imply that the land is close to Thornsett Hall. This is reputed to have been near or on the site of the present "Printers Arms" (SK08 011869).

SS 11/1 - 11/14 "Spout Gutter", High Street, New Mills.

These deeds concern two premises apparently adjacent to each other which eventually came under the same ownership. The site on which they stood came to be called "Spout Gutter" after a nearby spring. The location was on High Street opposite the junction with Meal Street (SK08 001858). The premises were demolished around the time of the Second World War. The premises were used as security on mortgages of Torr Vale Mill (SJ98 999853) and so the deeds refer also to the Mill in considerable detail.

Abstracts of the documents

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SS1/1 - 1/20 Ladyshawbottom Estate, Whitle

1 1 June 1742. Probate copy of will.

Testator: Robert Bowdon of Ladyshawbottom, par. of Glossopp, yeoman. Trustees and executors: testator's brother Edward Bowdon and testator's wife Mary Bowdon, and their heirs. Estate: messuage, tenement, lands, hereditaments and premises at Ladyshawbottom.

Maintenance and education of testator's son Robert Bowdon to age 21. £10 yearly to Mary for life to discharge dower. Estate to

Robert when 21 and his heirs. Best cow and house and goods to Mary during her life. If Robert dies without issue, estate to testator's brother John Bowdon of Briggroave during his life, then to Edward during his life, and then to testator's heirs.

Certificate attached. Will proved at Chesterfield (Diocese of Lichfield and Coventry) 7 Oct. 1742. Administration granted to executors, Edward and Mary Bowden.

2 1 & 2 June 1804. Lease and release prior to a common recovery.

Parties: (1) Elizabeth Bowden of Ladyshawbottom, Whitle, widow (relict of Robert Bowden of Ladyshawbottom, yeoman deceased, only son and heir of Robert Bowden of Ladyshawbottom, yeoman deceased); (2a) John Gregory of Ladyshawbottom, gentleman (only son and heir of Joshua Gregory of Ladyshawbottom, yeoman deceased, by Mary his wife deceased, daughter and only child of Robert Bowden the son, by (1)), and (2b) Elizabeth Gregory his wife; (5) Robert Dennett of Covent Garden, gentleman; (4) William Chatterton of Marple, gentleman.

Purpose: to bar tail and bar dower of (1) and (2b).

Consideration: 10s. to each of (1), (2a) and (2b) by (3).

(1) and (2) grant to (3) and heirs:-

Messuage or dwellinghouse and tenement of (2a) called Ladyshawbottom now in tenure of (1) and (2a); and also 3 cottages at Ladyshawbottom in the several tenures of John Mason, Peter Bradbury and Messrs. Samuel Bridge, Robert Lang and James Hart; and also closes in Whitle called the Over Eyes, the Nether Eyes, the Toad Hole, the Over Broomy Lee, the Nether Broomy Lee, the Porter's Field, the Rid Croft, the Little Botham, the Marled Meadow, the Further Side of the Hay, the New Meadow, the Narr Hay, the Yew Tree Croft, the Pighhow otherwise the Lower Croft, and the Orchard, in the whole 60 acres, now in tenure of John Gregory, Samuel Bridge, Robert Lang and James Hart and also of Joseph Coates, Paul Mason and Richard Bennett.

To (3) and heirs for ever to enable (4) to make a common recovery against (3) with vouchees (2) and common vouchee.

(4) to hold property in trust for (2a) and heirs for ever.

The part of messuage called the Parlour (where (1) dwells) to the use of (1) for life. (1) to have an annuity of £30 p.a. for life chargeable on the other part of the messuage (where (2a) dwells) and on the cottages occupied by John Mason and Peter Bradbury and on Over Eyes, Nether Eyes, Toad Hole, Over Broomy Lee, Porter's Field, Marled Meadow, Further Side of the Hay, New Meadow, Narr Hay, Pighhow and Orchard.

(2a) covenants to provide (1) for life with 1 lb butter and 2 qrts buttermilk each week, 1 pint milk each day, one third of fruit in garden yearly, sufficient coals, and liberty to bake in the oven in the house and to bake brew and wash in the kitchen and to use the cellar for liquor.

3 1 Dec. 1812. Lease for 93 years.

Parties: (1) John Gregory of Lady Shaw Bottom, gentleman;

(2) William Bridge of Manchester, calico printer.

(1) demises to (2):

7 closes called the Near Hey, the Further hey, the Middle Hey, the Upper Broomy Lee, the Porters Field, the Bank Field, and the New Meadow; in Whitle, being part of Lady Shaw bottom Estate, and now in the occupation of (1).

To (2) for 91 years at yearly rent of £105 by (2) to (1).

4 21 Jan. 1833. Lease for 999 years.

Parties: (1) Robert Hadfield of Whitle, schoolmaster, and Samuel Shepley of Charlesworth, tanner; (2) George William Newton of Aspinshaw, par. of Glossop, Esquire.

Whereas: John Gregory of Ladyshawbottom, gentleman deceased, made his will 6 June 1816 and gave his property at Ladyshawbottom to (1) and heirs in trust and made (1) his executors.

Whereas: John Gregory died and (1) proved the will.

(1) grant to (2):

Part of a close called the Little Bromilee in Whitle (part of Ladyshawbottom Estate); containing 2r.31 1/2p.

[Small plan of plot in margin with west boundary marked "Reservoir"] To (2) for 999 years at yearly rent of £10 by (2) to (1).

Covenant by (2) to erect buildings to yearly value of £20 and to fence off the plot.

Endorsement. In Chancery, Potts v. Hadfield. Potts v. Bridge.

This indenture shown to Robert Hadfield and Charles Walmsley, on swearing affidavits, 27 May 1843.

Pencilled note Sold to Manchester Sheffield & Lincolnshire Railway Company.

5 12 May 1834. Lease for 99 years and Counterpart of same.

Parties: (1) Robert Hadfield of Whitle, schoolmaster (surviving devisee in trust under the will of John Gregory of Ladyshawbottom);

(2) John Bridge of Ladyshawbottom, gentleman.

(1) demises to (2): -

3 closes in Whitle called the Higher Spring Field, the Lower Spring Field, and the Quarry Field, containing 3a.2r.27p. now in tenure of (2) and lately part of waste land in Whitle allotted to Ladyshawbottom Estate. (Except the part of Quarry Field used as a stone quarry.)

To (2) for 99 years if either of Felicia and Elizabeth daughters of John Gregory so long live.

Yearly rent of £7 by (2) to (1), and an additional rent of £10 for each acre ploughed contrary to covenant.

Covenant by (?) not to take more than 3 successive crops of corn grain or potatoes without laying down sound grass and clover seeds for one year and to replace with equivalent quantity of manure any hay or other produce carried off premises. Covenant by (1) to fence off quarry.

Proviso for repossession by (1).

6 22 July 1841. Two copies of Chancery order.

Plaintiffs: Michael Angelo John Gregory Potts and Mary Ann Gregory Potts, infants, by Charles Benjamin Bridge their next friend. Defendants: Robert Hadfield, John Bridge and Felicia his wife, Elizabeth Gregory Bridge, John Gregory Bridge and Charles Bridge. Court order that the Master of the court should appoint a receiver of the rents and profits of the real estates of John Gregory deceased, half to be paid to Felicia Bridge (one of John Gregory's daughters) and half into the Bank to the credit of this cause.

7 30 July 1841. Copy of Chancery order.

Same cause and in pursuance of Master's approval that John Braddock Walmsley of Marple, gentleman, should be receiver with Thomas Storer Partington of Heaton Norris, gentleman, and John Bridge of Whitle, yeoman, as his sureties, each to be bound in the sum of £700.

8 4 Aug. 1841. Copy of Chancery order.

Same cause and in pursuance of 6 and 7. Appointment by Master of John Braddock Walmsley as receiver.

9 10 Aug. 1841. Copy of Chancery order.

Same cause. Court order that John Bridge and Felicia his wife be appointed guardians of the plaintiffs during their minorities.

£80 p.a. to be allowed for maintenance and education of Michael Angelo John Gregory Potts and £40 p.a. for maintenance and education of Mary Ann Gregory Potts during their minorities.

The Master to continue his enquiry as to who had maintained and educated them since 26 Nov. 1836, the date of death of their mother Elizabeth Potts, and what allowance should be made for this.

10 31 Aug. 1841. Solicitor's memorandum.

In Chancery: Potts v. Hadfield. Robert Hadfield has left with his solicitor, Chas. Walmsley of Marple, the following documents. Counterpart demise from Mr Gregory to Messrs Bridge Lang & Hart dated 3 Oct. 1804- Counterpart feoffment from John Gregory to Mr H. Goddard, 1 Jan. 1808. Counterpart feoffment from John Gregory to Benjn Olerenshaw, 9 Dec. 1813. Duplicate lease from the devisees in trust under the will of John Gregory to Joseph Wild, 7 March 1818. Counterpart grant from Messrs Hadfield and Shepley to Obadiah Stafford, 30 March 1821. Counterpart grant from same parties to Thomas Livesly, 9 April 1821. Counterpart feoffment from the devisees in trust under the will of John Gregory to Obadiah Stafford, 24 Dec. 1825. Counterpart feoffment from same parties to John Stafford, same date. Counterpart feoffment from same parties to Lewis Williams, same date, Counterpart feoffment from same parties to John Bridge of same date. Counterpart demise from same parties to George William Newton Esq., 21 Jan. 1833. Counterpart feoffment from the surviving devisee in trust under the will of John Gregory to Elisha Simister, 27 Dec. 1836.

11 Account of Charles Walmsley, solicitor, to John Marriott.

In Chancery: Potts v. Hadfield. Itemised account from Michaelmas Term 1841 to Trinity Term 1845. Total £28-12s-7d. Items referred to include

Affidavits of Robert Hadfield and John Marriott concerning debt to them from the estate of John Gregory, the testator. Affidavit of James Whitehead of Oldham verifying bond by testator to John Buckley. Affidavit of John Billingham verifying assignment of bond by John Buckley's executors to John Potts. Affidavit of Herbert Hulme and John Braddock Walmsley verifying assignment of the bond by John Potts to John Marriott. Obtaining payment of the debt [from testator's estate].

Receipt attached, for £28-12s-7d, 17 June 1845.

12 Account of Charles Walmsley, solicitor, to John Bridge.

In Chancery: Potts v. Hadfield. Itemised account from Michaelmas Term 1841 to Trinity Term 1845. Total £16-3s-4d. Items referred to include

Affidavit of John Bridge concerning bond debt to him from the estate of John Gregory, the testator. Affidavit of Mr Hadfield. Obtaining payment of debt [from testator's estate].

Receipt attached, for £16-3s-4d, 17 June 1845.

13 Account of Charles Walmsley, solicitor, to John Bridge and wife.

Re: the infants Michael Angelo Potts and Mary Ann Potts. Itemised account from 18 Nov. 1841 to 4 Feb. 1845. Total £2-19s-11d.

Items referred to include:-

Misses Dakeyne's bill for schooling of Miss Potts prior to appointment of John Bridge and wife as guardians. Maintenance and education of infants. Will and estate of Mrs Potts (grand-mother of the infants).

Receipt attached, for £2-19s-11d, 9 Feb. 1846.

14 Account of Charles Walmsley, solicitor, to John Bridge and wife.

Re: John Potts an intestate deceased. Itemised account from 22 July 1841 to 6 April 1843. Total £41-15s-8d. Items referred to include:-

Advice on intestate's entitlement under John Gregory's will in right of his late wife. Claim by Mrs Ann Potts to an annuity from the intestate's leasehold buildings at Whitle. Mrs Potts's refusal to give up intestate's furniture, alleging that it belonged to the intestate's assignee in bankruptcy.

Advertisements to debtors and creditors in Manchester Courier and Manchester Guardian.

Debt to intestate of John Bennett. Claims of Mr Cross and Mr Wyatt to large sums from intestate's estate. Debts to intestate's estate of John Bennett, Mr Siddall, Messrs Hargreaves & Co., Messrs Faulkener & Co., Messrs MacClure and Son, and Messrs Butterworth and Brooke. Examination of James Yates concerning machinery claimed to belong to estate. Claim of James Fielding from the estate. Obtaining information from Samuel Ready concerning various disputed accounts. Claim of George Lomas to a considerable sum from estate. Bridge and wife v. Bennett in Exchequer of Pleas. Claim of Charles Bradbury to considerable sum from estate. Debt to estate of Laurence Short. Bridge v. Short in Exchequer of Pleas.

Receipt attached, for £41-15s-8d, 9 Feb. 1846.

15 **16 March 1844. Conveyance and duplicate conveyance.**

Parties: (1) Robert Hadfield of Whitle, schoolmaster; (2) Robert Bradbury of Heafield, grocer; (3) Aaron Eccles of Marple, gentleman.

Whereas:

6 June 1816. Will of John Gregory of Ladyshawbottom, gentleman. Messuage at Ladyshawbottom in occupation of testator and tenant John Mason and the land at Ladyshawbottom in testator's occupation to his wife Elizabeth for life while his widow with annuity of £40 chargeable on remainder of Ladyshawbottom estate. All property at Ladyshawbottom to (1) and Samuel Shepley and their heirs, in trust: property to be let during lives of testator's 3 daughters Mary, Felicia and Elizabeth; rents and profits to be used to maintain and educate them to age 21; when all 3 are dead, property to be sold and monies divided equally between their children. (1) and Samuel Shepley appointed as executors.

Whereas:

3 Oct. 1804. Lease.* Parties: (i) John Gregory; (ii) Samuel Bridge, cotton manufacturer, Robert Lang, linen draper, and James Hart, calico printer. (i) demised to (ii): - Messuage and several closes* in Whitle (being parts of Lady-shawbottom) and Hayfield Brook. Liberty to make weirs across the brook from Porter's Field Wood, etc. To (ii) for 99 years at yearly rent of £115.

Whereas:

John Gregory died 23 July 1816. Will proved (Lichfield and Coventry) 3 March 1817 by (1) and Samuel Shepley.

Whereas:

7 March 1818. Lease. Parties: (i) (1) and Samuel Shepley (devisees in trust under the will of John Gregory); (ii) Joseph Wild, cotton manufacturer. (i) demised to (ii): - The Porter's Field in Whitle (part of Ladyshawbottom) containing 8a.35p., in the holding of (ii). To (ii) for 30 years if any of 3 daughters of John Gregory so long live at rent of £14 and an additional £10 for each acre ploughed contrary to covenant. Proviso for repossession. Whereas: John Gregory's widow Elizabeth married Thomas Livesley on 30 May 1820 and died Jan. 1823.

Whereas:

Samuel Shepley died Feb. 1833.

Whereas:

In July 1841 a suit was instituted in Chancery (Potts v. Hadfield and Bridge, see 6) with the object of the execution of the trusts of John Gregory's will. In Nov. 1841 a supplemental suit was instituted by the same plaintiffs against defendants John Bridge and Felicia Gregory Bridge (infant) by John Yates her guardian and James Yates. On 20 Aug. 1842 the Master reported as follows. Testator's daughter Mary married William Wainwright Potts 28 Feb. 1826 and died childless 29 Sep. 1831. Testator's daughter Elizabeth married John Potts 6 Jan. 1830 and died 21 Nov. 1836 having had children Michael Angelo John Gregory Potts, Mary Ann Gregory Potts, William Wainwright Gregory Potts (died in infancy) and Elizabeth Potts (died in infancy). Testator's daughter Felicia married John Bridge 18 Jan. 1824 and had children Elizabeth Gregory Bridge, John Gregory Bridge, Charles Bridge and Felicia Gregory Bridge as well as Sarah Buckley Bridge (died in infancy 9 Sep. 1833) and 4 others stillborn. The testator (while bachelor) married Elizabeth Bower (spinster) 4 May 1802 and the issue of marriage were Mary, a son (born 30 May 1804, died 5 June following), Felicia, Ellen (born 17 June 1807, died 7 March 1811), Elizabeth, Joshua (born 2 Sep. 1815, died 4 April following). The testator died 23 July 1816. His personal estate was insufficient to meet all debts and legacies, and the executors borrowed money from George Clayton, John Barnes and John Marriott (details given).

** This is document M159/2/14/1 in the Slater-Heelis collection at Manchester Central Library. The closes referred to are Marled Meadow, Rid Croft, Nether Broomy Lee and Little Bottom.*

Whereas:

on 17 Feb. 1843 the court declared that a sufficient part of the freehold land of the testator should be sold to pay all debts and costs, and an auction of 11 lots was held on 30 Aug. 1843 at the George Inn in New Mills when (2) bid £400 for Lot 8. Consideration: £400-9s-11d by (2) to Bank of England to the credit of the said causes.

(1) releases to (2) and heirs

3 closes called Porter's Wood, Porter's Meadow and Poter's Field lying together in Whitle containing 8a.28p. now in occupation of Mrs. Sissey Wild, being the said Lot 8 and being the same land as was heretofore one field called the Porter's Field or Porter's Field Wood; except rights granted 3 Oct. 1804 and subject to lease of 7 March 1818 (see indentures above).

To (2) and heirs for ever. [(3) is presumably trustee of (2), but this is not stated.] No widow of (2) to be entitled to dower in the premises.

16 29 May 1844. Conveyance to new trustees.

Parties: (1) Robert Hadfield of Whitle, schoolmaster; (2a) John Bridge of Ladyshawbottom, yeoman, and (2b) Thomas Drinkwater of Beardwood within Beard, par. of Glossop, yeoman.

Whereas: will of John Gregory, Chancery proceedings, etc. - see 15. Extra details: testator left £10 to his servant James Wharmby; wife Elizabeth to have use of testator's household goods and farming stock for life while his widow; her annuity to be in lieu of dower; John Gregory died 25 July 1816; Elizabeth died 29 Jan. 1823; Samuel Shepley died 8 Feb. 1833.

Whereas: on 17 Feb. 1843 the court decreed that after the sale of part of John Gregory's estate (see 15) new trustees should be appointed in place of (1) and Samuel Shepley deceased.

Whereas: (2) have been appointed new trustees.

(1) grants to (2) and their heirs:-

The real estate devised under the will of John Gregory which has not been sold.

To (2) and heirs for ever under the trusts of the will.

Endorsement. In Chancery. Potts v. Hadfield. Potts v. Bridge. Potts v. Bridge. This indenture shown to Robert Marsland on swearing his affidavit, 12 March 1845.

Endorsement. In Chancery. Re: the estate of John Gregory, and the Marple New Mills and Hayfield Junction Railway Act 1860, the Manchester Sheffield and Lincolnshire Railway (Purchase &c.) Act 1865, and Lands Clauses Consolidation Act 1845. This indenture shown to Thomas Drinkwater and John Drinkwater on swearing their affidavit 16 Feb. 1866.

Endorsement. Re: the trust estate of John Gregory, This indenture referred to as "Q" in affidavit of John Gregory Bridge sworn 22 June 1871.

Enclosures. 17 copy certificates (brief details follow) all marked as being referred to in affidavit of John Gregory Bridge sworn 22 June 1871.

"A". Burial, Chapelry of Hayfield, Elizabeth Livesley, 1 Feb. 1823.

"B". Marriage, Glossop Parish Church, William Wainwright Potts and Mary Gregory, 28 Feb. 1826.

"C". Burial, Disley Chapel, Elizabeth Potts, 25 Nov. 1836.

"D". Burial, Chapelry of Marple, Felicia Bridge, 9 June 1870.

"E". Marriage, Glossop Parish Church, John Bridge and Felicia Gregory, 8 Jan. 1824.

"F". Baptism, Chapelry of Mellor, Elizabeth Gregory Bridge, 16 Dec. 1824.

"G". Marriage, St John's Church, Manchester, Bethel Unsworth and Elizabeth Bridge, 24 May 1861.

"H". Baptism, Chapelry of Mellor, John Gregory Bridge, 29 Sep. 1830.

"I". Baptism, Chapelry of Mellor, Charles Bridge, 26 Sep. 1832.

"J". Baptism, Chapelry of Mellor, Felicia Gregory Bridge, 25 Sep. 1843.

"K". Birth, District of Hayfield, Mary Gregory Bridge, 24 July 1844, registered 12 Aug. 1844.
 "L". Marriage, Glossop Parish Church, John Potts and Elizabeth Gregory, 6 Jan. 1830.
 "M". Baptism, New Mills Parish Church, Mary Anne Gregory Potts, 28 Dec. 1831.
 "N". Marriage, [New Mills] Parish Church, John Schofield and Mary Anne Gregory Sidebottom (nee Potts), 4 July 1866.
 "O". Baptism, New Mills Parish Church, Michael Angelo John Gregory Potts, 20 Oct. 1833.
 "P". Burial, Parish of Glossop, Samuel Shepley, 13 Feb. 1833.
 "R". Burial, Chapelry of Marple, John Bridge, 21 May 1846.

17 20 Feb. 1845. Mortgage by demise.

Parties: (1) John Bridge of Ladyshawbottom, yeoman, and Thomas Drinkwater of Beardwood within Beard, yeoman; (2) Thomas Carr late of Timperley Hall near Altrincham but now of Ollersett, par. of Glossop, gentleman, and John Carter of Leigh, co. of Stafford, fanner (surviving trustees under the will of Thomas Burnet of Oncote Hall, par. of Leek, gentleman, deceased).

Whereas: 16, and in Nov. 1844 another supplemental bill was filed by the same plaintiffs against defendants (1) and Mary Gregory Bridge, infant.

Consideration: £1300 by (2) to Bank of England to credit of causes. (1) demise to (2):- (The part of the estate of John Gregory remaining unsold, viz.) Messuage in Whitle called Ladyshawbottom formerly in the tenure of Elizabeth Bowden and John Gregory and now in the tenure of John Bridge. Also 3 cottages at L. formerly in the tenures of John Mason, Peter Bradbury and Messrs. Samuel Bridge, Robert Lang and James Hart now in the tenures of John Bridge and of Messrs. James Ingham and James Yates. Also the following closes in Whitle: the Over Eyes, the Nether Eyes, the Toadhole, the Over Broomy Lee, the Nether Broomy Lee, the Ridd Croft, the Little Botham, the Marled Meadow, the Further Side of the Hay, the New Meadow, the Narr Hay, the Yewtree Croft, the Pighhow otherwise the Lower Croft, and the Orchard, containing in the whole 60 acres, which together with the Porter's Field were heretofore in the tenure of John Gregory and Samuel Bridge, Robert Lang and James Hart, and also of Joseph Coates, Paul Mason and Richard Bennett, and now in the tenures of John Bridge, James Ingham and James Yates, and Samuel Goddard, Elisha Sinister, Joseph Goddard and James Yates; except the plots referred to in the following 11 indentures.

1 Jan. 1808. Feoffment. Parties: (i) John Gregory;

(ii) William Chatterton; (iii) Heskey Goddard and Samuel Goddard. 402 sq. yds. of Pighhow to Heskey Goddard and heirs for ever at yearly rent of £2-10s-3d.

9 Dec. 1813. Feoffment. Parties: (i) John Gregory;

(ii) William Chatterton; (iii) Benjamin Olerenshaw and Samuel Goddard. 152 sq. yds. of Yew Croft to Benjamin Olerenshaw and heirs for ever at yearly rent of £1-5s-4d.

30 March 1821. Indenture. Parties: (i) Robert Hadfield and Samuel Shepley; (ii) Obadiah Stafford. 1000 sq. yds. of Yew Croft demised to (ii) for 999 years at yearly rent of £6-5s.

30 March 1821. Indenture.* Parties: (i) Robert Hadfield and Samuel Shepley: (ii) John Potts. 1140 sq. yds. of Yew Croft demised to (ii) for 999 years at yearly rent of £7-2s-6d.

9 April 1821. Indenture. Parties: (i) Robert Hadfield and Samuel Shepley; (ii) Thomas Livesley. 234 sq. yds. of Narr Hay demised to (ii) for 999 years at yearly rent of £1-9s-3d.

24 Dec. 1825. Feoffment. Parties: (i) Robert Hadfield and Samuel Shepley; (ii) John Stafford; (iii) Obadiah Stafford.

576 sq. yds. of Yew Croft to (ii) and heirs for ever at yearly rent of £3.

24 Dec. 1825. Feoffment. Parties: (i) Robert Hadfield and Samuel Shepley; (ii) Obadiah Stafford; (iii) John Stafford.

* *This is M159/2/15/1, Slater-Heelis coll., Manchester Cent. Lib.*

576 sq. yds. of Yew Croft to (ii) and heirs for ever at yearly rent of £3.

24 Dec. 1825. Feoffment. Parties: (i) Robert Hadfield and Samuel Shepley; (ii) David

Williams. 1678 sq. yds. of Yew Croft to (ii) and heirs for ever at yearly rent of £6-19s-10d.
24 Dec. 1825. Feoffment. Parties: (i) Robert Hadfield and Samuel Shepley; (ii) John Bridge; (iii) Ralph Bridge. 3027 sa. yds. of Pighow to (ii) and heirs for ever at yearly rent of £9-4s.

24 Apr. 1828. Feoffment. Parties: (i) Robert Hadfield and Samuel Shepley; (ii) Thomas Stafford; (iii) John Stafford.

621 sq. yds. of Over Eyes to (ii) and heirs for ever at yearly rent of £2-11s-9d.

27 Dec. 1836. Feoffment. Parties: (i) Robert Hadfield;

(ii) Elisha Simister; (iii) James Simister. 1000 sq. yds. of Narr Hay to (ii) and heirs for ever at yearly rent of £4-3s-4d.

Also (demised by (1) to (2)) 2 allotments in Whitle Bank being Lots 21 and 39 awarded 19 June 1828** to Robert Hadfield and Samuel Shepley as trustees under the will of John Gregory (as were also awarded Lots 24, 50 and 64 [but presumably these have since been sold]). Lot 21 contains 1a.3r.2p. and is now divided into 2 closes called the Higher Spring Field and the Lower Spring Field in the tenure of John Bridge; Lot 39 contains 2r.2p. now occupied as part of the New Meadow and in the tenure of Elisha Simister. Subject to indenture of 3 Oct. 1804 - see 15.

Also subject to the following two indentures.

17 Oct. 1827. Indenture. Parties: (i) Robert Hadfield and Samuel Shepley: (ii) John Bridge. Parts of the hereditaments demised to (ii) for 99 years (if any of 3 daughters of John Gregory so long live) at yearly rent of £45-10s.

12 May 1834. Lease. Parties: (i) Robert Hadfield; (ii) John Bridge. The said Lots 21 and 24 demised to (ii) for 99 years (if any of daughters of John Gregory so long live) at a yearly rent of £7.

(Lot 24 has since been sold: rent attributable to Lot 21 is £3-5s.)

To (2) for 2000 years. Proviso for redemption by (1),

Endorsement. Similar to second endorsement of 16.

Endorsement. Similar, but with respect to affidavit of Robert Marsland sworn 28 Feb. 1866.

** *Whitle enclosure award. See New Mills History Notes No. 3.*

18 11 June 1853. Counterpart conveyance.

Parties: (1) John Carr late of Saddleworth, fustian manufacturer, but now of Manchester, yarn merchant, Thomas Burnett of Oncote, co. of Stafford, farmer, and James Burnett of Winkhill, co. of Stafford, fanner (mortgagees); (2) Thomas Drinkwater of Beard Wood, yeoman (party entitled to the equity of redemption);

(3) John Waterhouse of New Mills, joiner and builder; (4) Robert Marsland of Marple, law writer.

(1) and (2) grant to (3) and heirs

Plot of land at Ladyshawbottom within Whitle forming part of the Near Pit Croft bounded on N. and E. by other parts of Pit Croft, on W. in part by New Mills - Thornsett turnpike road and in remainder by land of William Henry Turner, Esq., and others, and on S. by land belonging to Mr. John Dixon (N. boundary 59ft, E. 40ft, W. 30ft, S. 63ft) containing 218 sq. yds.

[Small plan in margin.]

To (3) and heirs for ever with (4) as trustee, at yearly rent of £1-7s-3d. Covenant by (3) to erect buildings to yearly value of £3 and to fence off the plot. No widow of (3) to have dower.

19 14 June 1856. Transfer of mortgage by demise.

Parties: (1) Thomas Drinkwater of Beard Wood, yeoman; (2) Thomas Carr of Ollerset, gentleman, and John Carter of Leigh, farmer;

(3) John Carr late of Saddleworth, fustian manufacturer, but now of Bramhall, merchant, Thomas Burnet of Oncote, farmer, and James Burnet late of Winkhill but now of Clayton House, Butterton, par. of Mayfield, co. of Stafford, farmer; (4) John Drinkwater of the Meadows, Bugsworth, par. of Glossop, yeoman.

Whereas: 17.

Whereas:

6 Dec. 1848. Indenture. Parties: (i) = (2); (ii) Hannah Burnet, widow; (iii) = (3). (i) appointed (iii) as trustees of will of Thomas Burnet deceased in place of (i) and John Rogers deceased; and (i) with consent of (ii) assigned to (iii) the trust property.

Whereas: John Bridge died [no date given, but see 20]. Consideration: £1300 by (4) to (3). (3), (2) and (1) assign to (4):-

Property as in 17 except property in 18 and except also the plot described in the following indenture.

11 June 1853. Indenture. Parties- (i) = (3); (ii) - (1);

(iii) Thomas Berry and William Berry. 500 sq. yds. of the Nearer Hay and Further Hay conveyed to (iii) and their heirs in equal moieties at yearly rent of £3-2s-6d.

To (4) for residue of 2000 years. Proviso for redemption.

Endorsement. Similar to second endorsement of 16.

Endorsement. Similar, but with respect to affidavit of William Johnson sworn 2 March 1866.

20 June 1871 [undated, but there is a note in margin dated 14 June 1871]. Copy of petition in Chancery .

In the matter of the trust estate of John Gregory deceased and the Trustee Act 1850. Petition of John Gregory Bridge of New Mills, tea dealer, Felicia Gregory Bridge and Mary Gregory Bridge, both of 61 Inkerman Street, Collyhurst, co. of Lancaster, spinsters, and Thomas Drinkwater of Greenhead, Bugsworth, farmer. Statements concerning John Gregory's will, beneficiaries under the will, Chancery proceedings, etc. (see 15 and 16), and the following extra information.

Concerning testator's children:-

Mary was eldest daughter. Felicia was 2nd daughter. Elizabeth was 3rd daughter. Felicia married John Bridge 8 Jan. 1824 and died 4 June 1870.

Concerning children of John Bridge and Felicia:-

Elizabeth Gregory Bridge married Bethel Unsworth 24 May 1861; they are now living apart.

John Gregory Bridge, on 5 Jan. 1858, mortgaged his share under will of John Gregory to Margaret Oldham of Marple, widow, and Mary Oldham of Stockport, spinster, for £250.

(Margaret Oldham died 17 Aug. 1865. Mary Oldham, on 26 July 1866, sold mortgage security to Joshua Ernill of Marple, yeoman.) John Gregory Bridge, on 24 April 1860, made a further mortgage of his share to Levi Hall of Ravensleach, coal proprietor, for £368-10s. Charles

Bridge mortgaged his share to Jonah Andrews and, on 13 Sep. 1866, assigned his share to Mark Joell of Chesterfield, Post Office clerk. Felicia Gregory Bridge is a spinster. On 2 May 1871, she mortgaged her share to Francis Williams Johnson of Marple, gentleman, for £50. Mary Gregory Bridge is a spinster.

Concerning children of John Potts and Elizabeth

Mary Ann Gregory Potts, when a widow Mary Ann Gregory Sidebottom, married John Schofield 4 July 18bb. Her share was conveyed in marriage settlement, on 28 June 1866, to William Carrington of Chapel en le Frith, printer and stationer, and Jacob Johnson of Mellor, farmer, Michael Angelo John Gregory Potts is now a Sergeant Major in 13th Regiment of Hussars stationed at Leeds, being known in his regiment as John Berry. On 28 April 1871 he mortgaged his share to Francis Williams Johnson for £200. Concerning the trustees John Bridge died 16 May 1846. Thomas Drinkwater died 27 Jan. 1859 having made his will 19

Jan. 1859 devising ail his estate to his son Thomas Drinkwater (the petitioner); will proved (Derby) 29 April 1859 by son Thomas.

The trust property "was formerly" described as follows

1. Messuage in Whitle, called Ladyshawbottom, with the farm house cottage barn stable shippons orchard gardens and 7 closes adjoining in occupation of Mr. Jackson and Mr. George Burdekin containing 12a.3r.35p.
2. Close of pasture land with 2 small reservoirs and banks on northerly side thereof in New Mills in occupation of the trustees of the late Janies Ingham Esq. containing 3a.2r.27p.
3. 8 closes of land in New Mills in Whitle in occupation of George Burdekin containing 14a.0r.35p. (some parts of which were awarded on 19 June 1823 to Robert Hadfield and Samuel Shipley as trustees under will of John Gregory [see 17]).
4. 2 plots of building land in New Mills in Whitle containing respectively 37p. and 7p. in occupation of the tenants of adjoining properties.
5. 2 plots of grass land in New Mills in Whitle containing respectively 10p. and 25p. - not fenced off but occupied with remainders of closes of which they form part.
6. 3 yearly fee farm rents of £1-7s-3d, £2-0s-0d and £23-2s-6d issuing out of property in New Mills in Whitle in occupation of John Waterhouse, William Matthews, James Wood, John Hibbert, James Lomas and others.
7. Yearly chief rent of £115 from Watford Bridge Print Works at New Mills in Whitle now in occupation of and in lease to trustees of James Ingham (for remainder of 99 years from 3 Oct. 1804 -see 15) and the reversion in fee of same. Also 5/- a year paid by the same trustees in respect of a cottage and garden at New Mills in Whitle.

The property numbered 1,2,3,4,5,6 is subject to mortgage 17, transferred by 19. Principal sum of £106-2s-6d remains owing.

Petition: That Thomas Drinkwater the son (the petitioner) and John Taylor of Ollerset near New Mills, land surveyor, be appointed new trustees of the will of John Gregory in place of John Bridge and Thomas Drinkwater, both deceased.

SS2 Thornsett Fields Estate, Thornsett

One document. 18 sheets of paper. The document is undated but was apparently drawn up in connection with the feoffment of two enclosures on Hollins Moor on 8 May 1805 - see below.

Abstract of the Title of Mrs. Sarah Hird and Mrs. Christiana Allinson (Widows) to an Estate at Thornsett Fields in the Parish of Glossop, part to be sold to Thomas Hyde.

(i) As to premises purchased of Thomas Barber.

7 & 8 Jan. 1735. Lease and release. Parties: (1) Edward Bowden of Ladyshaw Botham in Bowden Middlecale, tailor; (2) Thomas Barber of Thornsett fields in Bowden Middlecale, yeoman; (5) George Langstaffe of Stoney Middleton, gent.; (4) Thomas Langstaffe of Appleby, gent.

Reciting:

22 Aug, 1717. Lease and release. Parties: John Wragg of Chesterfield, linen draper; (2); (1).

Reciting:

30 % 31 Oct. 1688. Lease and release. Consideration:

£150. Thomas Barber the father of (2) granted to John Shallcross of Shalcross, Esq., and heirs, messuages, etc. at Thornsett fields. Defeasible on payment of £169-12s.

The said lands and premises were afterwards mortgaged to Shallcross for securing £45.

5 May 1715. Lease and release. Consideration: £363. Shallcross conveyed his right in mortgaged premises to Wragg and heirs with a proviso for redemption by (2) on payment of £464-12-6.

Consideration: £326-16s. (owed by (2) to Wragg) by (1) to Wragg. Wragg and (2) granted to (1) and heirs (with proviso for redemption by (2) on payment of £326-16s.):-

2 messuages farms or tenements at Thornsett fields, one of them formerly in possession of Thos. Barber the elder, Sir Nath. Curzon, Bart., and John Chambers, the other in the possession of Jeofferey Bramhall, and the closes of inclosed land thereto belonging called Three Lower Meadows, three other meadows called the Maries, Three Crofts, The Three Underbanks, The Three Fern Banks, the Upper Bigh Field, the Nether Bigh Field, the Rough Bent, the Rough Bent Head and the Lower Field.

Consideration: £631 6-6 by (5) to (1). (1) granted to (4) and heirs the messuages and closes before described in trust for (3) and heirs.

1 & 2 March 1735. Lease and release. Parties: (1a) Thos. Barber (party (2) of 7 & 8 Jan. 1735) and (1b) Mary his wife; (2) Geo. Langstaffe.

Consideration: £960 by (2) to (1a). (1) granted to (2), and heirs, messuages and closes (as in 7 & 8 Jan. 1735). Covenant that (1) should levy a fine of the premises on (2) and heirs.

2 March 1735. indenture. Parties: (1) Bartholomew Fretwell of Chesterfield eldest son and heir and executor of his late father Bartholemew Pretwell, yeoman; (2a) Thomas Barber and (2b) Edward Bowden; (5) George Langstaffe; (4) William Longsdon of Bakewell, mercer.

Reciting:

3 May 1713. Indenture. Parties: John Shalcross of Shalcross, Esq.; (2a); John Wragg of Chesterfield, linen draper, and Bartholomew Fretwell.

Reciting:

11 March 1680. Indenture. Thomas Barber the elder, father of (2a), mortgaged to Sir John Curzon, Baronet, a messuage at Thornsett fields then in the holding of Jeffery Bramwell and a close called the Meane Marie for 500 years with proviso for redemption on payment of £123-12s,

9 Sep. 1681. Indenture. Thos. Barber the elder demised the same premises to John Chambers of the town of Derby, gent. , for 500 years with proviso for redemption on payment of £49-6-3.

John Chambers and one Thos. Bagshaw recovered judgments against Thos. Barber the

elder.

John Shalcross, as executor of one Wm. Brock, became entitled to the mortgaged premises (for the residues of the terms of 500 years) and the benefit of the judgments. John Shalcross granted to B. Fretwell (being trustee for John Wragg) the said land and premises (for the residues of the terms of 500 years) and the benefit of the judgments.

Also reciting the lease and release of 7 & 8 Jan. 1735 and the lease and release of 1 & 2 March 1735 [sec above]. Also reciting that, because all money owing had been paid to John Wragg, the residue of the mortgages of 500 years and the benefit, of the judgments ought of right to have been assigned to (2b). Consideration: 10s.

(1) assigned to (4) the messuages, etc., and the benefit of the judgments for the residue of the 500 years in trust to wait upon the freehold on behalf of (3).

(ii) As to the premises purchased of John Arnfield.

11 & 12 Nov. 1717. Lease and release. Parties: (1) John A Arnfield of Thornsett Fields, woollen weaver, (2) Thos. Rodes the younger of Bramhall, yeoman; (3) Elizabeth Lamb of Stockport, widow of Joseph Lamb late of Etchells, yeoman, and sister of (2).

In consideration of intended marriage between (1) and (3) and also of £80 which (1) would receive with (3) upon marriage, and to settle a jointure on (3).

(1) granted to (2) and heirs:-

Messuage and tenement then converted into 2 dwellings in Thornsett Fields in possession of (1) and theretofore in tenure of John Arnfield lace father of (1).

To the use of (1) and heirs until the marriage. To the use of (1) during his life. To the use of (2) and heirs during life of (1) on trust to preserve contingent remainders. After death of (1), if (3) should survive him, one half of the messuage, etc., to (3) during her life. (2) to be trustee to raise from the premises (in certain contingencies) £40 for Mary Normonfell ["Normanshall"] elsewhere in abstract] daughter of (3) by her first husband, and £60 to be shared between the 3 sisters of (1). Remainder to go to the first son of (1) and (3), etc., etc.

25 March 1737. Articles of agreement. Parties: (1) John Arnfield, Elizabeth his wife, and Thomas Rodes; (2) Geo. Langstaffe of Stoney Middleton, gent.

Reciting that John and Eliz. Arnfield had issue only Elizabeth then aged 12 and that no further issue was likely because of the advanced age of the mother. Agreed that within 3 months after Elizabeth the younger reached 21 years or within 3 months of her prior death without issue-, (1) should convey to (2) and heirs all their rights in the messuage and tenement (as in 11 & 12 Nov. 1717) then in the holding of Thomas Barber. Proviso: the right which Sarah Arnfield, sister of John Arnfield, had to a small dwelling-house on the said premises then in the possession of Alice Turner should be excepted while Sarah Arnfield continued unmarried. Covenant by (2) to pay £320 upon the conveyance.

14 & 15 Oct, 1745. Lease and release. Parties: (1) John Arnfield and Elizabeth his wife, and their only daughter, Eliz. Arnfield of Stockport; (2) George Langstaffe.

Consideration. £320 to (1) by (2).

(1) granted to (2) and heirs:-

Messuage and tenement formerly converted into two dwellings at Thorsett Fields then in the possession of (2).

Covenant that (1) should levy a fine of the premises on (2) and heirs.

[Written in margin]

Ro11 66 Michaelmas Term 19 K.Geo.2nd 1745. George Langstaffe, gent., Plt. John Arnfield and Elizabeth his wife and Elizabeth Arnfield the younger, Deforcts. 3 messuages, 2 barns, 2 stables,

1 garden, 1 orchard, 20a. land, 20a. meadow, 20a. pasture, etc., in Thorsett Fields and Kinder. Before Alexander Elcock and Law. Downes, gents., 13th Nov. 19 k.Geo.2nd. Returnable in 8 days from Saint Martin.

Examined with the entry at King's Silver Office, Elm Court,
April 2nd 1805-

15 March 1745 [apparently an error for 15 Oct. 1745]. Bond from John Arnfield and Eliz. Arnfield his daughter to Geo. Langstaffe for performance of covenants.

■4 June 1754 Protate copy of the will of Geo. Langstaffe. household goods in dwellinghouse at Stoney Middleton to his wife. Messuage with land at Thornsett Fields
To his wife Mary (Solicitor's note in margin: Mrs. Langstaffe died several years before testator) during her life.

Then to Thos. Forster of Durham, co. Derby, gent., for 300 years in trust. Thomas Forster to raise £500 from the premises upon death of testator's wife to bestow as she had directed.

Then to testator's nephew Anthony Allinson of Stoney Middleton, :gent. , and heirs.

Attested by Eliz. Ward, Joseph Marsden and Thos. Froggatt.

The commissioner for inclosure allotted as follows*:-One piece of land allotted to Anthony Allinson on Hollins moor Containing 6a.3r.8p. and bounded by the Hayfield Road on the E., by several inclosures on the W. and S., by land allotted to Mr. William Thomasson on the north.

One other allotment on Hollins moor containing 10a.2r.1p. and bounded by land allotted to Ann Wright on the E., by land allotted to the Duke of Norfolk on the W., by several ancient inclosures on the N., by the Hayfield Hoad on the S.

(Solicitor's note: we understand the award* is in the custody of Thomas Beard Esq. of Gorton.)

Geo. Langstaffe was survived by Anthony Allinson (as is evident from the inclosure allotment) who died intestate. The estate descended to his eldest son George Allinson who died a bachelor and intestate. The estate went to his only brother Nathaniel Allinson late of Worksop, M.D. who died lately without issue and

' lots 16 and 21 on Hollins Moor as well as Plot 4 or. Bankhead Moor were awarded to Anthony Allinson, heir of Geo. Langstaffe. intestate, The estate is vested in Sarah Hird of Bradford his only Bister and heir at law subject to the dower of Christiana Allinson the widow of Nath. Allinson who has no settlement in bar of dower.

* *This is evidently the Thornsett Enclosure Award of 2nd May 1774.*

8 May 1805. Feoffment endorsed with livery of seisin. Parties: (1) Sarah Hird of Bradford, widow, and Christiana Allinson of Worksop, widow; (2) Thomas Hyde of Raworth, cotton manufacturer; (3) John Thomasson of Cadster, tanner.

Consideration: £550 to (1) by (2).

(1) sold to (2) and heirs:-

2 closes on Hollins moor containing 17a.1r.9p. then in the tenure of Robert Bennet (formerly part of the commons of Thornset and allotted to Anthony Allinson in respect of his estate called Thornset fields).

Reciting that (5) had purchased the Thornsett fields estate from (1) and had possession of all deeds including those of tee land being sold.

Covenant by (3) to produce deeds when required.

Power of attorney from (1) to James Hadfield of Haworth, gent., to deliver possession.

SS3 Lower Common Piece, Thornsett

One document of one skin of parchment.

Feoffment. 9 Sep. 1805. Parties: (1A) Thomas Olerenshaw of Ringstones within Thornset Hamlet, farmer, and (1B) William Cooper of Hague, par. of Mottram in Longdendale, wheelwright (trustee for (1A) on his purchasing the premises with and amongst others); (2) John Wood of Ringstones, blacksmith; (3) Thomas Hyde of Mellor, yeoman. Consideration. £55 by (2) to (1A),
(1) grant to (2) and heirs:-
all that plot of land being the bottom part of a close of (1A) situate in Thornset Hamlet called the Lower Common Piece (to be fenced off from the rest) and containing 1/2 acre, now in the tenure of (2).
To the use of (2) and (3) and heirs of (2). (5) to be trustee for
(2) and heirs. Covenant by (1A) to produce at request of (2) or heirs:-
Indenture, 2 March 1701, between Mark Trickett of Ringstones, yeoman, and his son and heir apparent Samuel Trickett of Ringstones. Copy of the will of Samuel Trickett, 4 Dec. 1756.
Copy of the will of Ann Wright, widow, 5 July 1770.
Indentures of lease and release, 29 & 30 Nov. 1802. Parties:
Charles Wright late of Newgate Street, London, but then of Chilmark, Wilts, Esq.; (1A); (1B).

SS4 Estate of John Shaw, Hollins Moor, Rowarth

One document – paper.

13 Oct. 1884. Release of the trustee and executor from all claims under the will of John Shaw.

Parties: (1) James Reece of Woodseats Farm, Broadbottom, gent.;

(2) James Reece of Shedyard Farm, co. of Derby, farmer (nephew of (1)); (3) John Bates of No. 12 Birch View, Birch Vale, engraver; (4) James Reece of 1st part and — Reece of —; (5) James Buckley of Salford, gent.; (6) John Shaw of Compstall, yeoman;

(7) James Reece of 1st part.

Whereas:-

John Shaw late of Hollins Moor within Rowarth, innkeeper and farmer deceased made his last will 16 Nov. 1847. Testator left to his wife Phoebe Shaw, and his sons-in-law (1) and Peter Reece, and their heirs, all his real estate, personal estate and effects, as trustees. Phoebe to retain possession of all his real and personal property and the rents and profits until the youngest of testator's children attained 21 years. Then Phoebe to have during her life the rents and profits of testator's freehold estate with the inn*, cottages and outbuildings at Hollins Moor, and the remainder of his real estate to be sold and the proceeds together with his personal estate to be equally divided between his 5 children Mary Reece (wife of (1)), Elizabeth Reece (wife of said Peter Reece), Eliza Shaw, Selina Shaw and (6), and their heirs. After death of Phoebe, freehold estate at Hollins Moor to be sold and proceeds divided between his 5 children, and heirs.

Testator appointed his wife and sons-in-law as executors.

* *Probably the "Hare and Hounds", now (1985) the "Children's Inn".*

Whereas: John Shaw, the testator, died 28 Dec. 1847. Will proved at Lichfield, 22 June 1848.

Whereas: Mary Reece died — intestate. Letters of administration of her estate granted to (1) at Chester, 14 Nov. 1883.

Whereas: Elizabeth Reece died — intestate, survived by Peter Reece, who died — having made his will and appointed (2) as one of his executors.

Whereas: letters of admin. of the estate of Elizabeth Reece were granted to (2) at Derby, 1884.

Whereas: Selina Shaw married (5) — she died 28 July 1871 intestate, survived by (5), and letters of admin. of her estate were granted to (5) at Chester, 13 Nov. 1883.

Whereas: Eliza Shaw married Joseph George Waterhouse — and died 19 Sep. 1849 survived by J. G. Waterhouse and one child, Eliza Shaw Waterhouse, and letters of admin. of her estate were granted to J. G. Waterhouse at Derby — .

Whereas: Phoebe Shaw married one — Handforth — who died —

Whereas:-

Indenture. 26 Aug. 1867. Parties: (i) the said Joseph George Waterhouse; (ii) the said Phoebe Handforth; (iii) Rev. Levi Waterhouse, Wesleyan Minister, and (5); (iv) the said Eliza Shaw Waterhouse. Consideration: discharge of £170 owed by (i) to (ii). (i) at the request of (ii) granted to (iii) and heirs the one fifth part in the remainder expectant upon the decease of (ii) in the freehold estate at Hollins Moor, then in the occupation of (ii). (iii) to be trustees for (iv) and heirs and to pay £36-9s. to (ii).

Whereas: Eliza Shaw Waterhouse died 11 July 1872 intestate and a spinster, and letters of admin. of her estate were granted by the Principal Registry on 18 March 1884 to (3), attorney of J. G. Waterhouse (then resident in U.S.A.) for his benefit. Whereas: Phoebe Handforth died — having made a will — and appointed (1) and — as her executors to whom the £36-9s, plus interest is now payable. Whereas: the estate of John Shaw (except the premises at Hollins Moor) has long since been sold and the proceeds divided by Phoebe Handforth during her life.

Whereas: (1) (as surviving trustee of John Shaw) has sold the testator's estate at Hollins Moor and made up his account showing a balance of £889-10-6. He has divided £889-10-6 into 5 equal parts of £179-18-1 [mistake in arithmetic?], has retained one part as his own share, paid

another part to (2), another part (less £67-13-8, being the £36-9s. plus interest owed to (1) as above) to (3) as attorney, another part to (5), and the remaining part to (6).

Now: the parties of the first six parts release (1) and heirs from all claims and demands on the real and personal estate of the testator John Shaw.

Signed by John Bates, James Reece, James Buckley and James Reece.

SS5 Estate of Peter Goddard, Rowarth

One document of 29 sheets of paper dated 1849.

Abstract of Title of the surviving trustee under the will of the late Peter Goddard, Esq. , to:-

Lot 1: 3 plots of freehold land at Rowarth containing 3a.2r.38 1/2p. with a perpetual chief rent of 7s-9d from land also at Rowarth;

Lot 2: A piece of freehold occupation land with a stone quarry therein at Rowarth containing 4a.3r.34p.

Lot 5 [sic]: 2 freehold crofts at Rowarth containing 4a.1r.6p. contracted to be sold to Mrs. Phoebe Shaw.

4 June 1770. Copy of the will of Thomas Goddard the elder of Raworth, yeoman (proved Litchfield, 16 Oct. 1770).

Testator gave to his son Thomas Goddard and heirs the estate in Lower Raworth purchased by testator from his father Thomas Goddard deceased, subject to £10 yearly to testator's wife Mary for life, to discharge dower. If son Thomas died without issue and without will, this estate to go to testator's nephews James and George Garside, sons of his sister Mary, and their heirs. Testator gave to his son Thomas and nephews J. and G. Garside the rents of his [other] estate at Lower Raworth which had belonged to his grandfather Timothy Goddard and was called the Ancient Family Estate, subject to £5 yearly to testator's wife Mary for life. Testator gave the A.F.E. to his grandson Peter Goddard and heirs , when he attained 21 years. If Peter had no issue, A.F.E. to go to testator's son Thomas and nephews J. and G. Garside and their heirs. If son Thomas died without issue, A.F.E. to go to J. and G. Garside and heirs. If testator's son and nephews enclosed the part of the commons belonging to the A.F.E. then grandson Peter should pay the costs. Residue of testator's personal estate to go to son Thomas. Executors: son Thomas Goddard, and John Garside of Founge near Mottram.

11 Dec. 1782. Copy of the opinion on the above will by William Fenton, Underbank. Peter Goddard, the devisee in the will, could make a good title to the Ancient Family Estate to a purchaser provided he suffered a common recovery.

17 & 18 Jan. 1782. Lease and release. [Mortgage in fee, and assignment of term of 500 years .] Parties: (1) Peter Goddard of Poynton, yeoman (nephew and heir at. law of Joseph Goddard late of Rayworth, yeoman, deceased):

(2) Thomas Goddard of Rayworth, yeoman; (3) Thomas Bracegirdle of Handforth, gentleman; (4) Thomas Nicholson of Stockport, gentleman. Consideration: £300 by (3) to (1).

(1) granted to (3) and heirs:-

2 messuages and tenements in Rayworth and the closes in Rayworth called the Upper Heady Bangs, the Lower Heady Bangs, the Broad Arrow, the Schoot, the Little Meadow, the Little Field, the Upper Hard Field, the Lower Hard Field, the Nearer Meadow, the Further Meadow, the Wood, and the Barkers, containing 16 acres, all formerly in the occupation of James Kellett and John Heaward but then of Nathan Rowbotham.

Proviso for reconveyance on payment of £300 with interest.

Reciting:-

4 March 1757. Indenture. [Assignment of term of 500 years.] Parties: (i) Legh Richmond of Stockport, clerk; (ii) Nicholas Hurst of Rayworth, yeoman; (iii) = (2); (iv) Thomas Goddard the elder of Raworth, yeoman.

Reciting:-

3 July 1740. Indenture. (Mortgage by demise.)

(ii) demised to John Worrall the same messuages and lands (together with common lands

belonging to them, since enclosed and conveyed away) for 500 years with proviso for redemption on payment of £104-10-0.

Reciting that money owed to John Worrall was not paid and that the residue of the 500 years had become vested in (i) for securing payment of sums of £460 and £40 plus interest.

Reciting that Sarah Hurst, mother of (ii), had sold the inheritance of the premises to (iv) and heirs for £548. Consideration: £523-3-4 paid by (iv) to (i) at the request of (ii) (as part of the £548) to discharge the principal and interest owed by (ii) to (i).

(i) assigned premises to (iii), as trustee for (iv), to attend inheritance, for the residue of the 500 years.

Reciting:-

1 & 2 Feb. 1764. Lease and release. The said Thomas Goddard the elder granted the premises to his son, the said Joseph Goddard of Rayworth, yeoman, and his heirs.

Reciting: Joseph Goddard had died intestate and the premises had descended to (1).

Witnessed: (2) assigned premises to (4) trustee to attend inheritance for the residue of the 500 years.

1 & 2 April 1783. Lease and release. Parties: (1) Peter Goddard of Worth, co. of Chester, yeoman (grandson and heir at law and also devisee in the will of Thos. Goddard late of Raworth, yeoman, deceased) and Lucy his wife; (2) Townley Ward of Henrietta Street, Covent Garden, London, gent.; (3) John Holme of Stockport, mercer. Purpose: to bar tail.

(1) granted to (2) and heirs

Messuage in Raworth in tenancy of John Bowden and also the closes in Raworth belonging to the messuage, Called the Over Croft, the Mirey Meadow, the Intack, the half of the Field at the Door, the New Ground, the Great Cote Field, the Little Cote Field, the Little Bent, the Great Bent, the Wood, the Great Pingott, the Little Pingott, the Sheep Ley, the Higher Maulkin Croft and the Lower Maulkin Croft, containing in the whole 16 acres and in the tenancy of John Bowden, and also, a piece of common land lately allotted to the messuage and premises and enclosed from Matley Moor within Raworth, in the occupation of Thomas Heginbotham and containing 12 acres.

All these premises were devised by the will of Thomas Goddard to his grandson (1) in tail and called the Ancient Family Estate.

(2) to become perfect tenant to suffer a common recovery by (3),

Easter Term, 23rd George 3rd [1783]). Exemplification of recovery in Common Pleas at Westminster, Demandant: John Holme.

Tenant: Townley Ward. Vouchees: Peter Goddard and Lucy his wife.

2 messuages, 7 gardens, 30a. land, 15a. meadow, 30a. pasture,

40a. furze and heath, and commons of pasture and turbary, in Raworth.

11 Feb. 1791. Indenture. Parties: (1) Thomas Bracegirdle of Handforth, gent.; (2) the said Peter Goddard of Worth, gent.;

(3) Thomas Nicholson of Stockport, gent.,

Reciting: 17 is 18 Jan. 1782 (see above) and that the £300 had been repaid.

Consideration: nominal.

(1) sold to (2) and heirs premises as in 17 & 18 Jan. 1782.

(3) to be trustee of (2) for residue of the 500 years to attend inheritance.

Appointment by (1) of James Shaw of Raworth, yeoman, as attorney to deliver possession.

28 Jan. 1825 Probate of the will (dated 27 Sep. 1824) of the said Peter Goddard, described as of Stockport, gent.

Testator gave to John Barrow and John Shaw and their heirs as trustees;-
Estates in Higher Raworth and Lower Raworth in the tenancies of Richard Howe, James Poulton, James Hadfield and others. Also estates at Stockport, and all other real and personal estate. Trustees to sell personal effects and receive rents and interest on all monies and real estate, from which to pay as follows.

George Goddard £100 yearly for life. Ann Willott £26 yearly for life. After the death of George Goddard: £20 each yearly for 5 years to testator's cousins Edith and Mary Garside children of his cousin George Garside: £20 each yearly for life to George Goddard's daughters Mary and Ann Goddard from the time the younger attained 30 years; £10 each yearly for 5 years to trustees themselves. As soon as sufficient surplus: £50 each to Edith and Mary Garside. Any further surplus towards the education of children of Mary and Ann Goddard. After the deaths of Mary and Ann Goddard and after the above sums of money have ceased to be payable, the trustees should sell testator's real and personal estate and call in any money owing to testator. The proceeds to be divided between the children of Edith Garside, Mary Garside, Mary Goddard and Ann Goddard in the proportion of 2 shares to each male child and 1 share to each female child, payable on attaining 21 years.
Executors: John Barrow and John Shaw.

As to the chief rent of 7s-9½d forming part of Lot 1.

18 April 1837. Feoffment endorsed with livery of seisin.

Parties: (1) the said John Barrow and John Shaw: (2) John Hadfield of Rowarth, shopkeeper; (3) Joseph Reece of Rowarth, farmer. Reciting: Peter Goddard had been fully seized in the Great Bent, part of the Family Estate in Rowarth,

Reciting:-

25 July 1795- Lease of the Great Bent (inter alia) by Peter Goddard to James Hadfield, yeoman, for 51 years from 5 Apr, 1802 subject to a rent. Peter Goddard covenanted for himself and heirs to convey to James Hadfield and heirs (if they erected any buildings during the 51 years) part of the close sufficient for the site at the yearly rent of for every square yard. [For more details see below]. Reciting: Peter Goddard died Oct. 1824 and by will dated 27 Sep. 1824 (see above) left premises at Higher and Lower Rowarth (including the Great Bent) to (1) and heirs as trustees.

Reciting: a building had been erected many years ago with the consent of Peter Goddard and James Hadfield upon part of the Great Bent but no conveyance of the site had ever been made. Reciting: James Hadfield died Nov. 1834 and by will dated 13 Dec. 1833 left his personal estate to his son (2) and appointed him executor- and the will was proved 26 Dec. 1834 (Lichfield and Coventry).

Witnessed: in performance of covenant of Peter Goddard, (1) at the direction of (?) sold to (3) and heirs

Plot of land at Rowarth (part of the Great Bent), 17 yards by 11 yards, containing 187 square yards, and the building on it used as a school.

Subject to a yearly rent of 7s-9 1/2d to be paid to (1) and heirs as trustees under the will of Peter Goddard.

Covenant by (3) and heirs to fence off land from remainder of Great Bent Field and Keep fence and building in good repair.

Abstract of the lease to which Lot 1 is sold subject.

25 July 1795.* Lease. Parties: (1) Peter Goddard of Worth, par. of Prestbury, gent. ; (2) James Hadfield of Rowarth, yeoman.

Reciting:-

14 Jan. 1784. Lease. (1) leased to (?) for 18 years the messuage or tenement in Rowarth named the Family estate (of which the 3 closes to be leased 25 July 1795 were part), including meadow, arable and pasture lands, the Great Cote field and a house outbuildings orchard and gardens.

(1) leased to (2) for 51 years from end of lease dated 14 Jan.1784:-3 closes in Rowarth (part of the Ancient family estate) then in lease to and in occupation of (2) called the Great Bent, the Cote Meadow and the little Cote field containing in the whole 2a.3r.24p. together with all ways etc. (except the road through the Great Bent).

Subject to a yearly rent of £2-18-0 for 7 years (i.e. up to commencement of term of 51 years) and then £8-16-0 for the term of 51 years.

Covenant by (1) that he would keep the road down the side of little cote and over top of the Great Bent leading to Hollins Moor Lane in good repair.

Reciting: (2) possessed a factory and other buildings on land in Rowarth that had been sold to him by (i) and had lately made and fenced a road from the factory to the public road leading from Hollins Moor Lane within Mellor over the Great Bent (the latter road being the road referred to above).

(1) granted to (2) and heirs for ever liberty to use the new road and so open a communication to ami from the factory into the public road (except that (1) and heirs should also have use of the road and be able to put gates doors and windows into the road from (1)'s adjoining lands).

Subject to a yearly rent of 6s. commencing 1st May 1854, payable by James Harper Hadfield (2) and heirs out of the factory and buildings.

Covenant by (2) and heirs to keep new road and its fences in good repair.

Covenant by (1) and heirs that the new road should be used as a public road: and that if (2) and heirs should erect any buildings during the 51 years on any part of the Cote Meadow and the Great Bent to the side of the new road then (1) and heirs would convey to (2) and heirs sufficient land for ground plots, yards, gardens and roads to communicate into the new road, subject to a yearly rent of 1/2d for every square yard, abating the yearly rent of £8-16-0 at the rate of £3 an acre during the 51 years.

* *This is document 571B/E1 at the Derbyshire Record Office, Matlock.*

SS6 Diglands [New Mills]

One skin of parchment.

30 Aug. 10th James [1612]. **Feoffment.**

Parties: (1) Sr Urian Leghe of Adlington, co. of Chester, Knight;

(2) William Hyde of Newmilne in the Countie of Darbie, husbandman. Consideration: £26-13s-4d to (1) by (2).

(1) grants to (2) and his heirs

One close called the Diglandes in Bowdon in the Countie of Barbie, late in the tenure of Edward Hyde deceased, and all barns, edifices and buildings, and all commons of pasture and turbarie, etc. Subject to a lease of the premises dated 1st July 42nd Elizabeth by Thomas Leghe of Adlington, Esq., deceased, father of (1), and by (1), to the said Edward Hyde for 80 years after the decease of Ellen Warrenton, if any of the said Edward Hyde, Thomas Downes and William Downes, sons of Edward Downes deceased, so long live. Covenants by (1) and Dame Margaret his wife.

Ho seal.

Signed: Urian Legh.

Witnesses (signed): [?] Bradshawe, [Tho?] Blackshawe, william Radcliffe, Robert [?]idge,, Raphe Hyde.

SS7 Ollersett and Thornsett

Exemplification of a recovery [Latin].

One sheet of parchment.

Elaborate printed heading incorporating "Carolus Secundus Dei gratia".

At Westminster, in the presence of Francis North, knight. Michaelmas term 31st Charles 2nd [1679] Roll 75. Derbyshire. Demandants: Thomas Pott and Radulfus Barber,

Tenant: John Warrington.

Vouchee: John Wheeler (who made default).

1 messuage, 3 acres land, 2 acres meadow, 3 acres pasture, common of pasture, common of turbary, with appurtenances, in Ollerset Thorset Bowdon Middlecale and Glossopp.

Dated: 28 Nov. [1679].

Seal (broken).

SS8/1 - 8/12 Thornset Bank or Bank Head Brows, Thornsett

1 4 & 5 April 1785- Lease and release.

Parties: (1) Rt. Hon. Anne Countess Dowager Massereene, Ireland, only child and heir of Henry Eyre late of Rowtor, co. of Derby, deceased; (2A) Edmund Bradbury of Bankhead in Thorset Hamlet, par. of Glossop, gentleman, and (2B) Joseph Bradbury of Heyfield, co. of Derby, shopkeeper.

Consideration: £224 to (1) by (2A).

(1) grants to (2A) , (2B) and heirs:-

Close in Thorset Hamlet called Thornset or Thorset Bank containing 23a.3r. 12p. , adjoining lands of (2A) and Thomas Ratcliffe on the East, lands of Jonathan Gee, Edward Heathcott and Thomas Ratcliffe on the South, lands of Buckley Boar on the West, ana lands of Thomas Beard and (2A) on the North; formerly part of the King's part of Thornset in the Manor of High Peake. Exceptall great trees, woods, lead, coal, royalties and liberties reserved by letters patent 4 March 27 Charles II to the King out of the grant made to Thomas Eyre, Esq., and heirs.

To (2A) and (2B) and heirs for ever, (2B) as trustee of (2A).

£100 p.a. to Mary Eyre, widow of the said Henry Eyre, for her jointure, is chargeable on part of the estate of Thomas Eyre; and sums of £20 p.a. to the chaplain at Rowtor for performing divine service and £20 p.a. to the minister of Winster for teaching 20 poor scholars were charged on the estate by the will of Thomas Eyre: but (1) has charged these annual sums on certain estates in co of Derby (which do not include the close) to indemnify (2A) (as well as purchasers of other lands) by means of the following two indentures.

28 & 29 July 1777. Lease and release (enrolled in Chancery). Parties: (i) = (1); (i.i.) Alexander Barker Esq. and Micah Hall, gentleman.

28 & 29 July 1777, Lease and release (enrolled in Chancery). Parties: (i) = (1); (ii) Samuel Needham of Perryfoot, in the Peak forest, yeoman; (iii) Anthony Goodwin of Greatrix, Wormhill, yeoman; (iv) the said Alexander Barker and Micah

(1) covenants to produce the following indentures on demand.

20 March 1777. Parties: (i) Thomas Calton brother and heir of Richard Calton; (ii) = (1).

Conveyance to (ii) of the legal estate devised in trust by Thomas Eyre's will and of the annuity of £5 devised to the survivor of the trustees named in the will.

24 May 1777. Parties: (i) Hellen Calton, spinster;

(ii) William Manley

Eyre's will to (i) and (ii).

Letter attached. Dated: Dublin, 23 April 1785. To: Edmund Bradbury of Bankhead. From: A. Massereene. Request that E. B. should pay Daniel Macnamara, Esq., £210. Acknowledgement of £14 already received. Endorsed: receipt for £210.

2 18 & 19 April 1785. Lease and Release (Mortgage in fee).

Parties: (1A) Edmund Bradbury of Bank head in Thorsett Hamlet, gentleman, and (1B) Joseph Bradbury of Heafield, shopkeeper (trustee of (1A)); (2) Thomas Isherwood of Manchester, Esq. Consideration: £200 by (2) to (1A).

Hall.

Conveyance to

Thomas

(1A) and (1B) grant to (2) and heirs:-

Close described as in 1_ but "Buckley Bower" instead of "Buckley Boar".

To (2) and heirs for ever. Proviso for redemption.

3 17 April 1792. Deed of covenants.

Parties: (1) Edmund Bradbury late of Bank head in Thorset Hamlet, gentleman, but now a debtor in H. M. gaol for co, of Derby;

(2) Mary Isherwood of Marple, widow (and executrix of Thomas Isherwood late of Manchester deceased).

Whereas: 2; and, by bond dated 19 April 1785, (1) became bound to Thomas Isherwood in the penal sum of £400 as security on 2. Whereas: Thomas Isherwood died 2 March 1788 and (2) proved will. Whereas: In Trinity vacation last, (2) commenced an action in H. M. Court of King's Bench at Westminster against (1) to recover £200 and considerable arrear of interest. In Michaelmas vacation last, (2) sued out a writ of Fieri Facias against (1) and £172-17s-6d was levied in part satisfaction. In Hilary Term last,

(2) sued out a writ of Capias ad Satisfaciendum against (1) for the remainder, on which (1) is now detained a prisoner.

Whereas: £64-15s-4 1/2d is owing. (1) cannot pay but wishes to borrow a further £85-4s-7 1/2d (making £150) to pay off other debts. Now: in consideration of £85 4s-7 1/2d paid by (2) to (1), (1) promises to repay £150 to (2). 2 to remain in force until £150 is repaid.

Enclosed; Bond dated 17 April 1792. Edmund Bradbury binds himself to Mary Isherwood in the penal sum of £500 as security on 3

4 8 & 9 Feb. 1793. Lease and Release (Deed of Trust).

Parties: (1A) Edmund Bradbury late of Bankhead, yeoman, but now a debtor in H. M. gaol for co. of Derby, and (1B) Joseph Bradbury of Heafield, shopkeeper (trustee of (1A)); (2) Samuel Standley of Mellor and Joshua Marriott of Heafield, clothiers. Whereas: (1A) is prisoner for a debt of £51-10s-4d to Martin McClure of Manchester, merchant, and also owes (2) money, and has asked (2) to repay debt to Martin McClure.

(1A) and (1B) grant to (2) and heirs Close described as in 2.

To (2) and heirs for ever in trust.

£150 plus interest is owed on security thereof to Mary Isherwood of Marple Hall, widow and executrix of Thomas Isherwood.

(1A) demises to (2):-

Two messuages of (1A) } situate near Bank head now or late in the several tenures of (1A) and James Hoolley.

To (2) for 21 years, if (1A) so long lives and continues unmarried, in trust.

(1A) grants to (2):-

All household and other goods of (1A).

To (2) for ever in trust.

Upon trust that (2) shall sell the close, messuages, and goods. Money arising to be disposed as follows. First to pay £150 and interest to Mary Isherwood. Then to repay (2) what they advance to Martin McClure, and pay (2) the other money owing to them.

Covenant by (2) to pay (1A)'s debt to Martin McClure forthwith and obtain discharge of (1A) from imprisonment on account of same.

Endorsement dated 26 Aug. 1793. In consideration of security given by (2) to Joseph Garlic for the payment of £13 and costs of an action against (1A) for which (1A) has been detained in the county gaol of Derby, (1A) makes the additional sum of £13 and costs chargeable on the premises.

- 5 3 Dec. 1800. **Deed of Covenants**, in addition to former Deed of Trust.
 Parties: (1) Edmund Bradbury, a debtor in H.M. gaol for co. of Derby; (2) Samuel Standley of Mellor and Joshua Marriott of Heafield. clothiers.
 Whereas: 4; and no sale of real or personal estate has taken place in pursuance of 4.
 (1) covenants with (2) that it shall be lawful for (2) to sell
 fee simple in the close and assign the messuages and goods;
 upon trust first to pay off the representatives of Mary Isherwood,
 now dead, the £150 and interest, then to reimburse themselves
 £353-12s-11 1/2d and interest and other costs, then give residue to (1).
- 6 25 April 1817. **Lease for a year** part of a lease and release, but release missing] .
 Parties: (1A) John Isherwood of Marple, Esq. (eldest surviving son and heir of Thomas Isherwood late of Marple, Esq., deceased; also eldest surviving brother and heir of Thomas Bradshawe Isherwood late of Marple, Esq., deceased (eldest son of T.I.) and of Hannah, Mary Ann and Margaret Isherwood, spinsters, and Henry Bradshawe Isherwood, Esq., all late of Marple, deceased (children of T.I.); and also administrator of the will of Mary Isherwood late of Marple, deceased (widow of T.I.)); (1B) James Bradshawe Isherwood of Heaton Norris, Esq. (another child of T.I.);
 (1C) Mary and Caroline Salvin, of the city of Durham, spinsters (only daughters and coheiresses of Magdalane Barcroft Salvin late of Durham, deceased, another child of T.I.); (1D) Thomas Marriott the elder of Heafield, gentleman (brother and heir of Joshua Marriott late of Heafield, clothier, deceased, who survived Samuel Standley late of Mellor, clothier, deceased); (1E) Nelly Marriott of Heafield, widow of Joshua Marriott;
 (1F) Thomas Marriott the younger of Little Heafield, gentleman, and Francis Marriott of Heafield, gentleman, devisees and surviving executors under the will of Joshua Marriott;
 (2) John Dyneley Prince of Garrison in Thornset Hamlet, calico printer.
 Consideration: 10s, by (2) to each of (1).
 (1) bargain and sell to (2):-
 Close formerly called Thornset bank and now called Bank head brows, formerly in possession of Edmund Bradbury and now of Messrs Prince and brothers, containing 24a.2r.24p. formerly estimated as 23a.3r.12p. (rest of description as in 2).
 To (2) for one year.
 Purpose: to facilitate release of the freehold to (2) and heirs by an indenture of release already prepared between the same parties together with Joseph Denison of Manchester, gentleman.
- 7 27 & 28 November 1821 . **Lease and Release**.
 Parties: (1) John Dyneley Prince late of Garrison in Thornset Hamlet but now of Manchester, calico printer; (2) Joseph Denison of Manchester, gentleman; (3) Thomas Jarrold of Manchester, doctor of medicine; (4) Thomas Halstead of Manchester, gentleman.
 Whereas: 6 and corresponding release of 26 April 1817 (wherein
 (2) is made trustee of (1)).
 Consideration: £740 by (3) to (1).
 (1) and (2) release to (3) and heirs:- Close described as in 6.
 To (3) and heirs for ever, with (4) as trustee.
- 8 1&2 May 1827. **Lease and Release** (Mortgage in Fee).
 Parties: (1) Thomas Jarrold of Manchester, doctor of medicine;
 (2) Thomas Halstead of Manchester, gentleman (trustee of (1)) ;
 (3) James Taylor of Manchester, gentleman.
 Consideration: £400 by (3) to (1).
 (1) and (2) release to (3) and heirs:-

Close described as in 6, now in occupation of James Wild.

To (3) and heirs for ever. Proviso for redemption.

Enclosed: **Bond** dated 2 May 1827. Thomas Jarrold binds himself to James Taylor in the sum of £800 as security on 8.

9 15 & 16 November 1838. Lease and Release.

Parties: (1) Edward Connell of Manchester, Esq. (assignee of the estate and effects of (2)); (2) Thomas Jarrold late of Manchester, doctor of medicine, an insolvent debtor; (3) James Taylor of Manchester, gentleman; (4) Robert Bradbury of Heafield, shopkeeper

Whereas: 8, and £400 is still owing to (3) hut all interest paid.

Whereas:

23 May 1838. Indenture. Parties: (i) Samuel Sturgis of Lincolns Inn Fields, gentleman, provisional assignee of insolvent debtors in England; (ii) = (1). Reciting: by an indenture of 14 Feb. 1838 the real and personal estate of (2), then a prisoner in Lancaster Castle, was conveyed to (i). Witnessed: in obedience to an order of the court for relief of insolvent debtors, (i) conveyed to (ii) and heirs the real and personal estate of (2) in trust for the benefit of the creditors of (2).

Whereas: (1) advertised the premises for sale by auction at the White Lion Inn, Disley, on Wed. 1 Aug. 1838, when (4) bid £465. Consideration: £400 by (4) to (3) and £65 by (4) to (1).

(3) and (1) release to (4) and heirs:-

Two closes in Thornsett formerly in one close but now divided by the turnpike road from Thornset to Heafield called Bank Head Brows now in occupation of William Bate and Robert Anderton Turner as tenants, formerly estimated 23a.3r.12p., since 24a.2r.24p., but now 20a.3r.28p. (rest of description as in 2).

Except the right of Shawcross Jackson to the stone in premises.

To (4) and heirs for ever freed from claim to dower by any widow of (4). Subject to:

7 Sept. 1837. Lease. (2) and (3) demised to William Edge a plot containing 448 sq. yds. (part of the closes) for 999 years under the yearly rent of £1-17s-4d.

1832. Agreement. (2) contracted for the sale of another plot containing 300 sq. yds. (part of the close) to the Trustee of a school, and on which a school is erected, under the year rent of 15a.

Agreement. (2) contracted for the sale to John Hadfield of another plot containing 336 sq. yds. (part of the closes) under the yearly rent of £1-8s. with liberty of getting stone out of the closes in order to build on the plot.

11 March 1836. Agreement. (?) agreed to lease the closes to William Bate and Robert Anderton Turner for 21 years from 25 March 1836 under the yearly rent of £14 reserving right to get stone and to sell any part of the closes for the purpose of building.

10 12 Nov. 1858. Probate copy of will dated 5 Aug. 1848.

Testator: Robert Bradbury of Heafield, shopkeeper.

To wife Sarah: all household goods, stock in trade, and farming stock. To Sarah and Elisabeth Bradbury, the two daughters of testator's son John: £50 each at age 21. To son John (long absent from England): £30 annuity for life payable after John's return to England, to be claimed in person, charged on testator's messuages at Nelson's Place within Phoside, co. of Derby, lately purchased from the mortgagee of the late John Hobson. Annuity revoked if not claimed within 14 years of testator's death, testator gives his messuages lands and rents in Phoside, Whitle and Hyde to his wife, daughter Hannah Turner, and granddaughter Mary Turner, and their heirs for ever, in trust.

Wife to manage and receive rents on premises as well as interest on personal estate during her life while she continues as testator's widow. Then daughter similarly during her life.

Then premises to be sold. Money arising from sale together with personal estate to be divided

equally between children of Hannah Turner (or if dead their lawful issue) with a double share for Mary Turner.

The above provision for wife is in lieu of dower. Wife, daughter and granddaughter appointed executrixes. Contingent provision for appointment of new trustees. Express declaration that executorship is not to descend to son John or his issue.

Certificate attached, dated 12 Nov. 1858. Robert Bradbury died 23 Sept. 1858 at Heafield. Will proved at Derby. Administration granted to Sarah Bradbury of Heafield, widow of the deceased, the surviving executrix. Sworn under £5000.

11 1 May 1860. **Probate copy of will** dated 28 Oct. 1858.

Testatrix: Sarah Bradbury of Hayfield, widow.

To grandson John William Turner: several items of furniture.

To granddaughter Sarah Wild: several items of furniture including one pair of bedsteads now at Clay Butt Buildings. To granddaughter Sarah Hulme: remainder of personal estate.

Executors and trustees: John Taylor of Ollersett, land surveyor, and Thomas Wardle of Birch Hall within Hayfield, farmer.

Signed: Sarah Bradbury her mark.

Certificate attached, dated 1 May 1860. Sarah Bradbury died 10 January 1860 at Hayfield. Will proved at Derby. Administration granted to John Taylor, the surviving executor. Thomas Wardle the other executor died 19 Feb. 1860. Sworn under £100.

Valuation lists attached: 3 lists of furniture, etc., with prices totalling £12-2-6, £3-2-0 and £26-18-6, and receipts signed by John William Turner, Joseph Wild (husband of the late Sarah Wild) and Sarah Hulme, respectively.

12 30 September 1869. **Letter.**

To: Mr John Taylor, New Mills. From: Thos Parr, solicitor, Queanbeyan, New South Wales. John Bradbury asks John Taylor and John Holm the executors of his father Robert Bradbury to send a copy of the will.

John Bradbury is now a farmer at Canberra near Queanbeyan. He enlisted for a soldier in the 86th Regt of foot on 4 June 1832.

In August 1837 he sailed with his regiment for New South Wales and was discharged by payment of £20 in July 1841. In 1844 he entered the N.S.W, police force and remained in the force until 1849 when he was chief constable of Braidwood. He has heard that under his father's will he is entitled to an annuity which by an arrangement made by the executors is payable to him by a Mr Buckley.

SS9 Thornset and Phoside

Fine [English]

At Westminster on the morrow of the Ascension of the Lord,
49 Geo. III. [1809]Plaintiff: James Braddock.

Deforcians: John Brocklehurst & wife Mary, Joseph Brocklehurst & wife Mary, William Brocklehurst & wife Hannah, James Brocklehurst, Betty Bradbury, Robert Arnfield & wife Mary,

Thomas Marriott & wife Sarah, Thomas Collier & wife Nancy,
William Shaw & wife Clarinda.

2 messuages, 2 cottages, 1 brewhouse, 2 gardens, 3 acres land,

1 acre meadow, 3 acres pasture, common of pasture and turbary, in Thornset and Phoside.

Deforcians acknowledge premises to be the right of the plaintiff who has given £100 to deforcians for this acknowledgment.

1 7 May 1752. **Bargain and sale with feoffment.**

Parties: (1) Anthony Gregory of Thornsett-hall, par. of Glossop, breadbaker; (2) Francis Willson of Derby, gentleman; (3) Thomas Swindalls of Thornsett-hall. husbandman.

Consideration: £6-10s by (3) to (1).

(1) grants and (2) ratifies to (3) and heirs

Piece of land in Thornsett Flatt containing 8 roods square 8 yards to the rood or 64 yards square with privilege to get materials to erect a dwellinghouse and other buildings thereon with common of turvay on the common belonging to the estate called Thornsett-hall.

To (3) and heirs forever.

2_ 6 Sept. 1760. **Bargain and sale with feoffment.**

Parties: (1) Thomas Swindalls of Thornsett-Hall, carpenter;

(2) John Swindalls his son of Thornsett-Hall, joiner. Consideration: natural love and affection and £40 to (1) by (2). (1) grants to (2) and heirs:-

Two messuages below Thornsett-Hall called the Lower Houses being the lower end of the newly built dwelling-houses erected by (1) at Thornsett Hall with one garden called the Lower Garden, and little house adjoining, and half of the court from the middle gable end betwixt the two upper dwellinghouses, now in the occupation of (2).

To (2) said heirs for ever.

3 29 & 30 Sept. 1791. **Lease and release in trust.**

Parties: (1) John Swindells of Thornsett Hamlett, joiner and cabinet maker; (2) Daniel Stafford late of New Mill but now of Disley, cotton manufacturer, John Crowther of New Mill, cotton manufacturer, Joseph Garlick of Heafield, cotton manufacturer, and John Wright of Whitle Hamlett, schoolmaster.

Whereas:

10 Jan. 1789. Mortgage. Parties: (i) Mary Swindells (by her addition); (ii) John Swindells; (iii) Joshua Gregory (by his addition); (iv) Thomas Bentham (since deceased).

(i), (ii) and (iii) released to and heirs for ever

the premises described below with proviso for redemption on payment of £110 by (ii) to (iv).

Whereas: Thomas Bentham's nephew Thomas Bentham is his sole executor and heir. Whereas: (1) has considerable debts.

(1) releases to (2) and heirs:-

Piece of land in Thornsett Flatt in Thornsett Hamlett late belonging to Anthony Gregory containing 8 roods square and also [five] messuages erected upon parts of the land: one in the

tenure of John Bramall; another of John Bennett; another late of Joseph Hyde but now of Benjamin Olerenshaw; another late of Ellen Taylor and the said Mary Swindells but now of (1), Mary Swindells and Nathan Rowbottom; and another of (1).

To (2) and heirs for ever in trust, (2) with all convenient speed to sell premises: first to pay said £110 and interest, then to apply residue amongst creditors of (1), then to pay any remaining money to (1).

SS11/1 - 11/14 "Spout Gutter", High Street, New Mills, with reference also to cotton mills at Warks Moor, Disley [Torr Vale Mill]

1 25 Sept. 1753. Lease for 999 years.

Parties: (1) Samuel Egerton Esq., Buckley Bower, Randle Hibbert, Randle Hibbert the younger, Mary Bower, Anthony Bowden, Robert Stafford, Thomas Bower, Robert Arnfield, and John Haigh, freeholders in the Hamlet of Whitle, par. of Glossop; (2) "Peter Mason of the newmiln within whitle Hamlett aforesaid Collier". Consideration: 5s. to (1) by (2). (1) demise to (2):- Ten yards square of land in "New Milne in Whytle Hamlet" being part of the wastes and commons within Whitle which belongs to the said freeholders.
To (2) for 999 years. Peppercorn rent,

2 4 March 1771. Mortgage.

Parties: (1) James Mason of New mill, collier; (2) John Swindells of Thornsett Hamlet, joiner.
Consideration: £24 to (1) by (2). (1) demises to (2):-
Messuage at New Mill in the tenure of (1).
To (2) for 1000 years. Proviso for redemption.

3 16 Sept. 1772. Articles of agreement.

"Artickles of agreement maide this 16th of September 1772 between John Swindels of Thornset joiner on the one part and Jeames Mason Colear of the new mill one the other part this is to testefy that I Jeames Mason have soald and bargined with John Swindels for the said houses that I liv in and that end which Joseph Slaford [Staford] tenand to James Mason which he now lives in and I James Mason do promes by bargen to wall the garden wall and pul that wall befor the Poor down and shif hitbackward at the Exspense of James Mason and the brick of the oven and boylor and furnes to be for the said use of the house for the said John Swindels and att [?] at the sum of thirty three pounds to enter on them at Mickelmas next end to balance all the intrest that is behind to that time we here unto set oure hands for this to oure agreement as witness my hand
witness John Swindels [same handwriting]
Frances Clayton James Mason
his Mark his Mark "
Endorsement: receipt by James Mason for 10s, in part payment.

4 28 Sept. 1772. Bargain and sale with feoffment.

Parties: (1) James Mason of New Mill, collier; (2) John Swindells of Thornsett Hamlet, joiner.
Whereas: 2, and (1) owes (2) £24-15s.
Consideration: a further £8-5s. to (1) by (2).
(1) grants to (2) and heirs:-
Messuage (divided into two dwellings) at New Mill in the tenure of (1) and Joseph Stafford.
To (2) and heirs for ever.

5 23 July 1788. Assignment.

Parties: (1) John Brocklehurst of Beard, par. of Glossop, yeoman;
(2) Daniel Stafford of New Mill, cotton manufacturer.
Consideration: £97-18s. by (2) to (1). (1) grants to (2):-
Two several cottages with gardens on the westerly side of New Mill in the hamlet of Whitle in the several tenures of Edward Johnson and Francis Fearniley as undertenants to (1) (which premises are held by (1) as tenant at will to William Duke of Devonshire as grantee of the

Crown, of the Honor of Tutbury).
To (2) for the same estate as (1) has.

6 27 April 1797. Unsigned copy of **statement of consent**.

[blank] Jodrell of Henbury, co. of Chester, Esq., gives consent for Daniel Stafford of Disley, cotton manufacturer, to assign a plot (part of a close in Disley called the Warks Moor) and any buildings on it during the term of a lease of the plot made by his late father John Bower Jodrell, dated 25 March 1788. (This lease is recited in 8 below.)

7 31 Oct. 1803. **Mortgage**. See the recital of this in 8 below.

Endorsement: 31 May 1806. Assignment of mortgage. See the recital of this in 8 below.

8 24 & 25 Nov. 1824. Unsigned copy of **lease and release in trust and assignment** in trust [essentially a mortgage replacing all previous mortgages].

Parties: (1) Robert Goodfellow late of Manchester, cotton merchant, but now of Salford, gentleman; (2) William Maybury of Manchester, manufacturer; (3) John Gomm Baker and Emanuel Cantrell, of Manchester, merchants (assignees of the estate and effects of Thomas Steele of Manchester, cotton dealer, cotton spinner, dealer and chapman, a bankrupt); (4) the said Thomas Steele;
(5) John Wood late of Manchester, auctioneer, but now of Philadelphia, U.S.A., and John Barnes of New Mill in hamlet of Whittle, cotton spinner (assignees of the estate and effects of Daniel Stafford of New Mill, cotton manufacturer, under an Act for the relief of insolvent debtors); (6) the said Daniel Stafford;
(7) Obadiah Stafford of Disley, cotton manufacturer; (8) William Holme of Rochdale, cotton spinner (who has survived John Holme of Rochdale, cotton spinner, deceased); (9) William Duckworth of Manchester, gentleman.

Whereas:

25 March 1788. Lease. Parties: (i) John Bower Jodrell of Henbury, Esq. (since deceased); (ii) John Cresswell of Chapel en le frith, flax dresser, and Ann his wife, and John Bennett of Chapel en le frith, surgeon; (iii) Daniel Stafford.

(i) and (ii) demised to (iii):—

Plot of land marked out in the close belonging to (i) in Disley called the Warks Moor adjoining the River Goyt containing 30 perches. Liberty to make a weir from the lands of (ii) on the north side across the river to the plot.

Liberty to take water to a water wheel at any mill or building erected on the plot. Weir not to exceed 8 feet above river bed. If the common called the Lee on the north side of the river, opposite the plot, should ever be enclosed or (iii) should be disturbed in his use of the road over the common and the bridge he intended to make across the river to the plot; then liberty for (iii) to make a carriage road of 4 yards breadth commencing from any mill to be erected on the plot and continuing along the river bank through the close called the Warks Moor to the ford at Mousley Bottom, and liberty to place in the close one end of any bridge erected over the river to link the last-mentioned road with the common highway to the ford, and liberty to use the said bridge and road, provided that (iii) erects a stone wall at least 10 feet high from the south end of the bridge along the south side of the road to the mill to divide the Warks Moor from the road, and also a door across the bridge at its south end with iron spikes at top and locks and bolts which is not to be opened except for access to the mill.

To (iii) for 99 years at yearly rent of £10 payable to (i).

Whereas: Daniel Stafford afterwards made a dam and weir across the river and erected on the said plot certain cotton mills and dwellinghouses,

Whereas:

6 Sept. 1798, [First] Mortgage. Parties: (i) Daniel Stafford; (ii) John Royle of Carrington, yeoman, (i) assigned to (ii): — The said leasehold plot and the said factories dwellinghouses and buildings erected on it.

To (ii) for residue of 99 years. Proviso for redemption on payment of £300 by (i) to (ii).

Whereas:

31 Oct. 1803. Assignment of [first] mortgage. Parties

(i) John Royle; (ii) Mary Poole of

Altrincham, spinster. (i) and (ii) assigned to (iii):-The said leasehold plot, factories, etc.

To (iii) for residue of 99 years. Proviso for redemption on payment of £500 by (ii) to (iii).

Whereas: John Swindells late of Thornset hamlet, now deceased, made his will 1 April 1784 and devised his 2 houses in the New Mill (now converted into 3 cottages) to his daughter Sarah and heirs for ever, and died soon after. Sarah married Daniel Stafford and has since died but is survived by Obadiah Stafford, her eldest son and heir.

Whereas:

31 Oct. 1803. Assignment. (This is 7 above.) Parties:

(i) Daniel and Obadiah Stafford; (ii) Mary Poole.

For further security on said £500. (i) demised to (ii):-

3 cottages at New Mill in the occupation of Daniel Stafford and of John Siddall, William Wood and John Perrin as tenants to D.S. (these premises devised by will of John Swindells); and also 2 other cottages with garden stable and shop over same on westerly side of New Mill in the hamlet of Whitle in the several holdings of Sampson Garrett, William Fearnley and John Perrin as tenants to D.S. (these premises D.S. has in, his own right).

To (ii) for 500 years. Proviso for redemption.

Whereas:

31 May 1806. Assignment of [first] mortgage (endorsed on first deed of 31 Oct. 1803 recited above). Parties:

(i) Vernon Poole of Altrincham, butcher (executor of Mary Poole deceased); (ii) John Worthington of Altrincham, gent. Whereas: Mary Poole lately died. Will dated 24 May 1803. Executors (i) and Isaac Worthington. (i) alone proved will, (i) assigned to (ii):-

The leasehold premises (as in first deed of 31 Oct. 1803) To (ii) for residue of 99 years. Proviso for redemption by Daniel Stafford.

Whereas:

31 May 1806. Assignment (endorsed on second deed of 51 Oct. 1805 recited above).

Parties: (i) Vernon Poole; (ii) John Worthington. (i) assigned to (ii):-

The freehold premises (described in second deed of 51 Oct. 1805 recited above).

To (ii) for residue of 500 years. Proviso for redemption by Daniel Stafford.

Whereas:

23 March 1811. [Second] Mortgage. Parties: (i) Daniel and Obadiah Stafford; (ii) John Holme (since deceased) and William Holme. Consideration: £300 by (ii) to (i).

Daniel Stafford assigned to (ii): —

The leasehold premises. To (ii) for residue of 99 years. Subject to first deed of 51 May 1806 recited above.

Proviso for redemption [by Daniel Stafford] .

Also (i) demised to (ii):-

The freehold premises. To (ii) for 1000 years. Subject to second deed of 51 May 1806 recited above. Proviso for redemption by (i).

Whereas:

2 & 3 Aug. 1811. [Third] Mortgage. (Lease and release and assignment.) Parties: (i) Daniel and Obadiah Stafford;

(ii) Thomas Steel[e] and Robert Goodfellow of Manchester, cotton merchants and partners. Consideration: £820 due from (i) to (ii). (i) released to (ii) and heirs:- The freehold premises. To (ii) and heirs for ever, subject to deeds of 51 Kay 1806 and 25 March 1811.

Also Daniel Stafford assigned to (ii):-

The leasehold premises. To (ii) for residue of 99 years, subject to deeds of 51 May 1806 and 25 March 1811.

Proviso for redemption of all premises on payment of £820 by Daniel Stafford to (ii).

Whereas:

26 July 1814. Assignment of [first] mortgage. Parties:

(i) John Worthington; (ii) Robert Goodfellow; (iii) William Maybury (trustee of (ii)).

Consideration: £519-19s. by (ii) to (i). (i) assigned to (ii):—

The leasehold premises. To (ii) for residue of 99 years. Proviso for redemption by Daniel Stafford.

Also (i) assigned to (iii):-

The freehold premises. To (iii) for residue of 500 years in trust for (ii). Proviso for redemption by Daniel and Obadiah Stafford.

Whereas: a commission of bankrupt on 20 Jan. 1815 was issued against Thomas Steel[e], and John Gomm Baker and Emanuel Cantrell were appointed assignees of his estate and effects.

Whereas:

15 Dec. 1815. Bargain and sale (enrolled in Chancery 6 May 1816. Parties: (i) Richard Ashworth, Esq., Thomas Ainsworth and Robert Ellis Cunliffe, gentlemen (majority of bankruptcy commissioners); (ii) John Gomm Baker and Emanuel Cantrell.

All real estate, etc., of Thomas Steel[e] granted to (ii) in trust for creditors of T.S.

Whereas:

4 Feb. 1815. Provisional assignment of bankrupt's estate and effects. Parties: (i) Richard Ashworth, Thomas Ainsworth and Robert Ellis Cunliffe (said commissioners); (ii) Thomas Taylor of Manchester, currier.

Whereas:

21 Feb. 1815. Assignment. Parties: (i) Thomas Taylor;

(ii) Richard Ashworth, Thomas Ainsworth and Robert Ellis Cunliffe (commissioners); (iii) John Gomm Baker and Emanuel Cantrell. All personal estate and effects of Thomas Steel[e] assigned to (iii) in trust for creditors of T.S.

Whereas: the real and personal estate and effects of (6) were assigned to (5) on 4 Dec, 1815.

Whereas: John Holme has lately died.

Whereas: it has been agreed that £467 is (1)'s part of the £820 secured by [third] mortgage of 2 & 3 Aug. 1811, the remaining £353 being (4)'s part.

Whereas: sum due to (1) on the [first and third] mortgages is £142-3s., which has been paid to him by (8).

Whereas: sum due to (8) on [second] mortgage of 23 March 1811 together with the said £142-3s. is £793-7s-11d.

Whereas: sum due to (3) as assignees of (4) is £b98-8s-4d. Whereas: (5) have incurred expenses of £233-16s-11d in law charges which added to £252-8s. (the scheduled debts of (6), excluding mortgage debts) amounts to £486-4s-11d.

Now this indenture witnesseth:

Considerations: £698-8s-4d by (8) to (3); £486-4s-11d by (8) to (5); the said £793-7s-11d due to (8). (Total £1978-1s-2d.) (1), (3), (4), (5), (6) and (7) release to (8):-[Freehold premises) Three cottages at New Mill late in the occupation of Daniel Stafford and of John Siddalls, William Wood and John Perrin as tenants and now of [blank] (which were formerly 2 cottages devised by the will of John Swindells); and also two other cottages with gardens stable and shop over same on westerly side of New Mill late in the holdings of Sampson Garrett, William Fearnley and John Perrin (to which premises Daniel Stafford is entitled in his own right).

To (8) and heirs for ever in trust (see below).

Also (1), (3), (4), (5) and (6) assign to (8):-[Leasehold premises] Plot of land in Disley demised in the lease of 25 March 1788 and also cotton mills or factories, messuages, and buildings on the plot now in the occupation of the said Thomas Steel[e] and all water wheels, millwright work and gearing and all weirs, goits, roads, etc.

To (8) for residue of 99 years in trust (see below).

Trust conditions: proceeds of sale (if (8) sells premises) and other rents and profits to be used first to pay (8) his expenses, then to repay (8) the £1978-1s-2d and interest, then to pay (7) the fair value of his reversionary estate in the cottages devised by the will of John Swindells, then to pay (6) any surplus.

Also (2) assigns to (9) the freehold premises for the residue of 500 years (see recital. of deed of 26 July 1814) in trust for (8) and heirs.

9 6 & 7 Feb. 1840. **Lease and release in trust.** See the recital of this in 11 below.

10 1 Dec. 1854. **Assignment of mortgage.** See the recital of this in 11 below.

11 Feb. 1855. Copy **Abstract of title** of freehold cottages in New Mills contracted to be sold by Joseph Shrigley and William Shrigley to James Berry.

24 & 25 Nov. 1824. **Mortgage.** (This is 8 above).

25 Feb. 1854. Assignment of mortgage.

Parties: (1) William Crossley and Sarah his wife; (2) William Fowler (father of Sarah Crossley), Samuel Satterthwaite and Richard Collins; (3) Obadiah, John and Daniel Stafford [3 sons of Daniel Stafford in 8]; (4) Thomas Wrigley and John Gartside. Whereas: William Holme died some time ago. Will dated 22 March 1823. Executors Sarah Holme (afterwards Sarah Crossley), Edward Satterthwaite and his brother-in-law Richard Thompson. Will proved by Sarah Holme and Edward Satterthwaite, 23 April 1830 (Canterbury). William Holme died intestate as to the freehold premises in 8. His nephew George Holme was his heir at law, then an infant under 21. Whereas: Edward Satterthwaite died 13 Dec. 1827.

Whereas:

7 Feb, 1828, lease. Parties: (i) = (3); (ii) Sarah Crossley, then Sarah Holme; (iii) Samuel Armstrong, lease of the cotton mills and other leasehold premises in 8 to (iii) for 21 years at yearly rent of £300.

Whereas: Samuel Armstrong agreed to pay an additional rent of £28 and Sarah Crossley expended £1064-16s-4d to put the leasehold premises in tenantable condition.

Whereas:

27 Oct. 1832. Marriage settlement. Parties: (i) Sarah Holme; (ii) William Crossley; (iii) = (2). Prior to marriage of (i) and (ii). £3146-8s-6d (owing to (i) on 8) and the premises in 8 became vested in (iii).

Whereas: Daniel Stafford (party to 8) made his will 11 Aug. 1826-He gave his messuages, cotton factories, etc., at Warks Moor Torr, and his other real and personal estate, equally

amongst (3) as tenants in common. He died 24 Aug. 1826. Will proved (Chester) by sons Obadiah and Daniel, the executors under the will. Consideration: £2663-9s (owing on 8) by (4) to (2).

(1), (2) and (3) assigned to (4):-

Principal sum of £2663-9s and the leasehold premises in 8.

10 April 1834. **Declaration** that the shares of the £2663-9s were Thomas Wrigley £1600 and John Gartside £1063-9s.

4 Sept. 1839. **Assignment of mortgage.**

Parties: (1) John Gartside; (2) William Whitehead; (3) John and Thomas Robinson,

Whereas: (2) had become entitled to £563-9s of the £1063-9s. Consideration: £1063-9s by (3) to (1) and (2).

Principal sum of £1063-9s and John Gartside's share of leasehold premises in 8 were assigned to (3).

6 & 7 Feb. 1840. **Lease and release in trust.** (This is 9 above.) Parties: (1) George Holme; (2) John and Thomas Robinson;

(?) Thomas Wrigley.

Whereas: (1) had now attained age of 21 (see recital of 25 Feb. 1834).

(1) released to (3) and heirs:-Freehold premises in 8.

To (3) and heirs for ever in trust as in 8.

William Duckworth to stand possessed for residue of 500 years in trust as in 8.

(2) Thomas Wrigley; to (1).

24 Feb, 1840. **Assignment of mortgage.**

Parties: (1) John and Thomas Robinson;

(3) Jacob Bright.

Whereas: mortgage money owing was £1650 to (2) and £772

Consideration: £500 by (3) to (1).

(1) assigned to (3)

Sum of £500.

Agreement, premises should be held first to secure £1650 to (2) then to secure sums of £500 to (3) and £272 to (1).

2 Feb. 1846, **Assignment of mortgage** (endorsed on previous deed). Parties; (1) Thomas Wrigley; (2) John and Thomas Robinson;

(3) Jacob Bright.

Whereas: mortgage money owing was £1789-17s-5d to (1),

£73-14s-10d to (2), and £620-13s to (3) .

Consideration: £1789-17s-5d by (3) to (1) and £73-14s-10d by (3) to (2).

(1) and (2) assigned to (3):-

Sums of £1789-17s-5d and £73-14s- 0d.

Also, (1) granted and (2) released to (3) and heirs:-Freehold premises in 8.

To (3) and heirs for ever in trust as in 8.

Also, (1) and (2) assigned to (3):-

Leasehold premises in 8.

To (3) in trust as in 8.

Assignment of mortgage. (This is 10 above.) d Baynes of Poynton, farmer. John Holdsworth

1 Dec. 1854 **Assignment of mortgages** (This is 10 above)

Parties: (1) Oswald Baynes of Poynton, farmer, John Holdsworth of Rochdale, fustian manufacturer, and George Robinson of Manchester, tea dealer (devises in trust and executors of Jacob Bright deceased); (2) Joseph and William Shrigley of Pot Shrigley, colliers (executors of John Shrigley of Disley, coal merchant, deceased).

Whereas: Jacob Bright had sold the Leasehold premises in 8 and realised the money owing to him except for £224-5s-9d.

Whereas: on 17 Nov. 1847, at the request of Obadiah and Daniel Stafford (sons of Daniel Stafford deceased), who were the parties entitled to the equity of redemption on the mortgaged premises, John Shrigley paid £224-5s-9d to Jacob Bright- and all securities were delivered to John Shrigley, but no legal transfer was made. Whereas: Jacob Bright died 7 July 1851. Will dated 26 June 1851; executors (1). All mortgaged and trust estates devised to (1) who proved the will 22 Nov. 1851 (Chester

Whereas: John Shrigley died 25 Dec. 1853. Will dated 22 Dec. 1853 executors (2) who proved the will 11 Feb. 1854 (Chester) .

Whereas: £224-5s-9d plus considerable interest is owed to (2) . assigned to (2):-
Principal sum of £224-5s-9d and all interest due.

Also, granted to (2) and heirs: -

Three cottages as in 8, in occupation of Thomas Dyson and others as tenants, and two other cottages with garden stable and shop as in 8, in occupation of James Berry and said Obadiah Stafford as tenants.

To (2) and heirs for ever in trust as in 8.

John [Stafford] dead without issue. Left Daniel [Stafford] went to America, left and came home and died.

Pencil notes in margin – John [Stafford] dead without issue. Left Obadiah some property. Daniel [Stafford] went to America, left wife and children there and came home and died.

12 5 Feb, 1855. **Conditions and agreement of sale.**

Sale held at the Crown Inn in New Mills on 5 Feb, 1855 of:-Freehold messuage shop with cottage adjoining in New Mills in the occupation of James Berry and Obadiah Stafford as tenants,

And also 3 freehold messuages (behind the premises above described) at present used as 6 dwellings, one untenanted, the remainder in occupation of Joseph Robinson, Thomas Dyson, Flaherty, Martin, and Shaw, as tenants, together with a piece of waste land adjoining.

Conditions of sale described.

Vendors: Joseph and William Shrigley.

Purchaser: James Berry of New Mills, shopkeeper.

Purchase money: £430. (Deposit of £43 paid.)

Parties agree to observe conditions of sale. Purchaser agrees to pay balance of purchase money and complete purchase on 5 April next.

13 Undated. **Plan of premises in New Mills** purchased by James Berry 1855-

Coloured plan, 24 by 37 1/2 cm.

Plot area 804 sq. yds. N.W. boundary 57 ft with Spring Bank Road. S.W. boundary 123 ft with Robert Bradbury's property. S.E. boundary 64 ft with High Street (at junction with "Lower Road through New Mills" i.e. Meal Street). N.E. boundary 135 ft with John Johnson's property.

Buildings shown shaded. Plot contains a stream marked "Spout Gutter" (issuing from a well on Spring Bank Road) and also a public well.

14 24 May 1855. **Declaration** by Obadiah Stafford of New Mills, yeoman. Aged 70.

Freehold messuage and shop at New Mills in occupation of James Berry and the cottage adjoining in my occupation were devised* to my mother Sarah Stafford in the will of her father John Swindells of Thornsett, joiner. My mother died 1793

Property descended to me as her eldest son, subject to certain mortgages. My father Daniel Stafford of Disley, cotton spinner, was the owner* of 3 messuages (since converted into 6 dwellings) and vacant land, adjoining property first described, now in occupation of Joseph Robinson, Flaherty, Martin, Betty Shaw and others. My father died Aug. 1826. I and my brother Daniel were executors and proved the will. My brother Daniel died April 1851.

[*It is clear from the earlier documents that Obadiah has interchanged the details of how he inherited the two sets of freehold premises.]