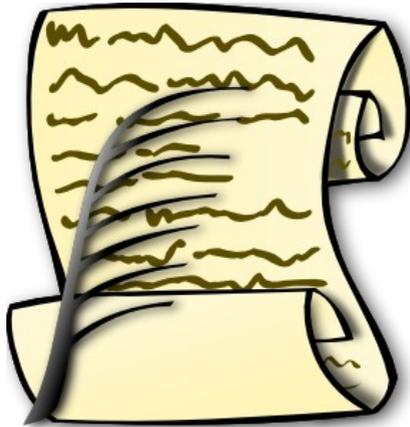


NEW MILLS HISTORICAL NOTES
No. 17



**More Deeds of New Mills
and District**

by
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Introduction

This is a second collection of abstracts of deeds and related documents held by New Mills Local History Society (The first collection was published as New Mills History Notes No. 10.) Among items of special interest presented here are some sale particulars and maps which show the centre of New Mills in 1859, and some 18th century documents which give details of a large estate (including Strines Hall and most of the hamlet of Brookbottom) acquired by the Egerton family of Tatton Hall.

As in the previous collection, 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 from the Society's website.

The reader who is puzzled by such legal terms as "common recovery", "fee simple", etc., may find it helpful to consult such books as A. A. Dibben's "Title Deeds, 13th-19th Centuries" and Julian Cornwall's "How to Read Old Title Deeds XVI-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.) We have used round brackets (...) in the abstracts for purposes of punctuation only. Thus the information enclosed within round brackets is from the original document. But we have used square brackets [...] to enclose additional information, not contained in the original

document, or for a correction, where the original seems to be wrong.

Sometimes a deed quotes from (or "recites") an earlier deed. We have shown 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 has been used.

The notes which precede each set of abstracts are principally concerned with locating the property mentioned in the documents. It has sometimes been difficult to determine locations; in a few cases it has been impossible.

The sources of information we have used to determine locations are numbered 1-17 and listed in the references on page 48. The most useful was the 1841 tithe map and apportionment, 1.

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New Mills and Mousley Bottom In 1859. Copies of maps from document SS15/5 16-19

References

SS12. Braddock Croft. New Mills. 1796-1821.

Braddock Croft seems to have been somewhere in the area between High Street and the River Sett. The clues in the deeds to a more precise location are difficult to interpret, but the mill of Thomas Beard referred to is undoubtedly Beard Mill (Hyde Bank Mill) - see reference 2.

There are 2 documents in the set, numbered SS12/1-2 (New Mills Local History Society reference numbers). Abstracts of these documents follow below.

/1 12 May 1796. **Feoffment.**

Parties: (1) Thomas Beard of Stockport, gentleman; (2) James Hobson of Audenshaw, par. of Ashton under line, gentleman; (3) Abraham Whittaker of New Mill, shopkeeper; (4) Paul Mason of New mill, shopkeeper.

Whereas:

30 & 31 Jan. 1793. Lease and Release.

(2) granted to (1):- dwellinghouses at Newmi11 and the close belonging to it called the Braddock Croft (of which the land to be enfeoffed is part). To (1) and heirs for ever, under yearly chief rent of £33 payable to (2) and heirs for ever.

Consideration: a yearly rent of £5-5-0 payable by (3) to (2) towards the chief rent of £33.

(1) and (2) (at the request of (1)) grant to (3) and (4):-

Plot of land, part of the close called the Braddock Croft, in New Mill, bounded on the East side, being 27 yds, by land belonging to (1), on the West side, being 33 yds, by other land of (1), on the North side, being 22 yds, by the public road leading up New Mill, on the North-West side, being 10 yds, by the road leading to the factory of (1), and on the South side, being 18 yds, by the road leading from the mill or factory of (1), containing 720 sq. yds (plan endorsed); also the dwellinghouse and other buildings lately erected thereon by (3).

To (3) and heirs for ever. (4) to be trustee for (3).

Covenant by (3) to maintain the wall already set on the East side of the plot, adjoining land of (1), of the height of 2 yds at least, covered with coping stones set in lime mortar, and to keep the dwellinghouse and other buildings in tenable condition, sufficient to make good the yearly rent of £5-5-0.

Covenant by (1) to make and keep in repair a stone wall, of the height of 2 yds at least, on the West and South sides of the plot.

Endorsement: Plan of plot of land.

Witnesses: Thomas Dewhurst; Thomas Goddard.

/2. 17 July 1821. **Release in Fee** of a plot of land to build upon. Parties: (1) Rev. James Beard, clerk, Rector of Cranfield, co. of Bedford, only son and heir of Thomas Beard, late of Gorton House, par. of Manchester, Esq., deceased; (2) Abraham Whittaker of New Mill, yeoman; (3) Charles Walmsley of Marple, gentleman.

Consideration: a yearly rent of £2-9-0 payable by (2) to (1).

(1) grants to (2):-

Plot of land in New Mill, bounded on the North side, being 20 yds, by land and buildings of (2), on the South side, being 13 yds 1 ft 8 ins, by a garden and premises of Mr. Samuel Goddard, on the East side, being 35 yds 3 ins, by a nursery or plantation of (1), on the West side, being 82 yds in an irregular line, by a road leading to houses belonging to Messrs. Ward and Thatcher, containing 480 yds 2 ft 5 ins (plan endorsed), part of a close called the Braddock Croft, parcel of a messuage and land conveyed by 30 & 31 Jan. 1793 indentures by James Hobson to Thomas Beard [see SS12/1], and devised to (1) by the will of Thomas Beard dated 9 Nov. 1812; and also, right of way on the said road of (1) on the West side of the plot of land.

To (2) and heirs for ever; (3) to be trustee for (2) to prevent entitlement to dower by any wife of (2).

Covenant by (2) to erect buildings of the yearly value of £5 and to fence the plot on the East side.

Covenant by (1) to pay the £33 yearly chief rent to the heirs of James Hobson.

Endorsement : plan of plot of land. (Road on West side marked "The Road leading from Mr. Beards Factory".)

Witnesses: J. Davis, attorney at law, Amptill, Beds; Wm. Gwens [Greene?] of the same; Richard Bennett of New Mills; Sam^r Walmsley, clerk to Mr. Walmsley, solr, Marple.

SS13. Hague Fold, Whitle, 1837-1849.

The documents concern property at the north-west corner of the cross-roads at Hague Bar, i.e. at the Junction of Lower Hague and Hague Fold Road (SJ986857). In the 1841 tithe apportionment it was plot 99, owned (as in SS13/2) by George Lomas, and consisting of 5 houses. Marl Meadow was plot 103, two acres of pasture, owned by Richard Orford Holte and occupied by James Thorpe. (See also the notes for D184.)

There are 4 documents in the set, numbered SS13/1-4.

/1. 7 & 8 March 1837, **Mortgage in Fee** [Lease and Release].

Parties: (1) James Pennington of the Lower Hague, co. of Derby, farmer; (2) George Lomas of Hazel Grove, co. of Chester, innkeeper.

Consideration: £300 by (2) to (1).

(1) grants to (2):-

Plot of land in the hamlet of Whitle (lately part of a field called Marl Meadow, part of an estate called Haguefold) bounded on North, being 50 yds, and on West, being 20 yds, by other part of Marl Meadow, on the East, being 20 yds, by a road from Disley to Brook Bottom, and on the South, being 50 yds, by the turnpike road from Marple to New Mills; containing 1000 sq. yds; which land by indentures of 16 & 17 April 1831 was released to (1) and heirs for ever (subject to a yearly chief rent of £4-3-4 payable to William Fox Esq. and heirs). And also the 5 dwellinghouses lately erected by (1) on the plot of land, now in the tenancies of John Minshull, John Howard, Heskey Shufflebotham, Joseph Bebbersiey and Ellis Lomas.

To (2) and heirs for ever.

Proviso for redemption on payment of £300 and interest.

Covenant by (1) to insure the buildings against fire for £300, in the name of (2), with the Atlas or other insurance office.

Witnesses: Cardwell Chetham, solicitor, Stockport; Joseph Lowe, Salford.

/2, 25 March 1840. **Release of Equity of Redemption.**

Parties: (1) James Pennington, late of Lower Hague but now of Cadster within Chapel en le frith, farmer; (2) George Lomas of Hazel Grove, innkeeper.

Whereas: SS13/1.

Whereas: the interest has been paid but the principal sum of £300 is still owing.

Consideration: £300 owed by (1) to (2) on the mortgage and £26 by (2) to (1), making £326.

(1) grants to (2):-

Plot of land as described in SS13/1, and also the dwellinghouses described in SS13/1, now in the tenancies of John Thorpe, Peter Etchells and James Wharmby, and two untenanted.

To (2) and heirs for ever, freed from all equity of redemption (but subject to the yearly chief rent of £4-3-4 to William Fox Esq.).

No widow of (2) to be entitled to dower.

Witness: Cardwell Chetham, solicitor, Stockport.

/3 11 May 1849. **Conveyance.**

Parties: (1) William Holehouse of Burnage, co. of Lancaster, gentleman (devisee in trust under the will of George Lomas, deceased); (2) Thomas Broadhurst of Stockport, wheelwright; (3) Thomas Jepson of Heaton Norris, co. of Lancaster, gentleman.

Whereas: SS13/1. Whereas: SS13/2.

Whereas; George Lomas made his will 17 Jan, 1848 and devised all his real estate to his wife Mary Lomas during her life, and after her death to his friends (1) and John Bullock, provision shop keeper, in trust to sell the same and dispose of the money as thereafter expressed.

Whereas; George Lomas died 6 April 1848 and his will was proved by (1), one of the executors, at Chester 4 Aug. 1848.

Whereas: Mary Lomas also died 6 April 1848 but in the lifetime of George Lomas.

Whereas: by deed poll 8 Mar. 1849 John Bullock renounced the trusts devised to him jointly with (1) by the will of George Lomas.

Consideration: £370 by (2) to (1).

(1) grants to (2): -

Plot of land as described in SS13/1; and also the dwellinghouse and shop and the 5 dwellinghouses built thereon, late in the tenancies of John Thorpe, Peter Etchells, James Wharmby and others, but now of Mr. Hibbert and others; which land was by indentures of 14 & 15 April 1831 [sic] between (1) William Fox, Esq., (ii) George William Newton, Esq., (iii) James Pennington, and (iv) Richard Wright, gentleman, conveyed to (iii), subject to the yearly chief rent of £4-3-4 to (1).

To (2) and heirs, subject to the yearly chief rent of £4-3-4 to William Fox, Esq; (3) to be trustee for (2), No widow of (2) to be entitled to dower.

Witness: Henry Rawstorn, clerk to Mr. Jepson, solicitor,
Stockport.

/4. 1 Dec. 1849. **Mortgage in Fee.**

Parties: (1) Thomas Broadhurst of Stockport, wheelwright; (2) William Jepson of Heaton Norris, gentleman.

Whereas: 11 May 1848 [apparently an error for 11 May 1849, i.e. SS13/3]. Consideration: £120 by (2) to (1).

(1) appoints to (2):-

Land and premises as described in SS13/3.

To (2) and heirs for ever.

Proviso for redemption on payment of £120 and interest.

Witness: Thomas Jepson.

SS14 Weathercoates or Bankhead. Thornsett, 1752.

Wethercotes and Bank Head are at grid references SK020874 and SK018872, respectively. This document details a marriage settlement by John Hibbert of Weathercoates. Unfortunately, the field names mentioned do not tally with the field names given in the 1841 tithe apportionment. For abstracts of other documents concerning this area, see SS8 ("Thornset Bank or Bank Head Brows") in reference 3.

There is one document in the set, numbered SS14.

22 September 1752. **Copy of Marriage Deed of Settlement.**

Parties: (1) John Hibbert of Weathercoates within Bowden Middlecale, yeoman; (2A) John Ryle of Stockport, gent., and (2B) Joseph Beard of Ludworth, par. of Glossop, clothier; (3A) Jonathan Bardsley of Marple, yeoman, and (3B) Mary his wife; (4A) Henry Bardsley of Marple, yeoman (son and heir of (3A)), and (4B) Mary Bardsley of Marple, single woman and daughter of (4A).

In consideration of intended marriage between (1) and (4B) and of £200 to (1) as marriage portion of (4B), and to provide a jointure for (4B) and in bar of dower; and to provide for the issue of the marriage.

(1) releases to (2A) and (2B):-

The messuage called the Great house at Bankhead alias Weathercoates, par. of Glossop, with an old house near it, and also one barn called the Incroachment Barn and the Incroachment Land. Also the closes called the Great Meadow, the little Field, the Well Leys alias the Lees Land, the Two Wool lows, the great Wool low and the little Woollow (with a barn called the Lower Barn), purchased in fee by (1) from Samuel Mellor the elder, Samuel Mellor the younger, Matthew Mellor and Thomas

Bowden. Also the pieces of land set forth for the King's part within the said hamlet in Bowden Middlecale at the Bankhead top, containing 10a. 2r. 20p., and one piece of common ground lying to the broaken brow containing 3a. 1r. 10p. , part of the King's part within the said hamlet, granted by John Downs of Hall walls, co. of Derby, yeoman, late deceased, to (1), his son-in-law, by deed poll 21 Dec. 1735.

To (2A) and (2B) and heirs in trust. To the use of (1). After the death of (1) without issue of the marriage, £20 p.a. from the premises, to (4B) during her life, for her jointure and in bar of dower. On the death of (1), the premises to (2A) and (2B) for 100-yr term; at the end of that term, to the 1st son of (1) and (4B) and heirs male; in default of such heirs male, to the 2nd and 3rd sons etc; if no heirs male, to be equally divided among the daughters of (1) and (4B) and heirs; if no issue of the marriage, to the right heirs of (1). If there is male issue of the marriage, (2A) and (2B) to raise £150 from the premises, for the portions of any younger children of the marriage in such shares as (1) shall direct; failing such direction, £100 to be equally divided among such children, at the respective ages of 21 or on marriage. If no such younger children, the 100-yr term to be void, and (4B) to dispose of £100 as she directs.

If (1) dies during the life of (4B), leaving issue by her, (4B) to receive only £10 Instead of £20 p.a. during the life of such issue. If she re-marries, £5 p.a. only.

Concerning the marriage portion of £200: for £100, (1) to retain £5 p.a. for 20 yrs from the rents etc. of the messuage called Hallwalls in Thorset hamlet, leased for 20 yrs to (1) by Samuel Bardsley, clerk, deceased, (3A), (3B) and (4A). The other £100 to be paid by (4A) to (1), 6 months after the death of (3A), if (4B) lives and has issue by (1).

If (4B) dies without issue before expiry of the Hallwalls lease, the £100, or as much as (1) has received at £5 p.a., to be disposed of as (4B) directs by her will.

Witnesses: Ottiwell Heginbotham; Ottiwell Heginbotham the
elder.

Attested as a true copy by Buckley Bower and Wm. Davenport 1
May 1773.

SS15. Mousley Bottom, New Mills and Tor Top, and the Estate of Richard Bennett, 1834-1859.

The general locations may be identified from the documents (see particularly the maps) and the 1841 tithe apportionment. The documents contain valuable information about the development of Market Street. The plot of land in Tenter Hill referred to in SS15/2 is almost certainly the triangle between Spring Bank Road and High Street, ending in the acute angle between the two (SK000856). Judging by the dimensions, it probably corresponds to plots 384, 385 and 386 on the 1841 tithe apportionment. Lot 25 in SS15/5 (the Mousley Bottom Estate) included the Cruck Barn, now in a bad state of repair.

There are 5 documents in the set, numbered SS15/1-5.

/1. 30 Sept. & 1 Oct. 1834. **Lease and Release** of parts of an estate called Mousleybottom.

Parties: (1) Richard Bennett of New Mills, cordwainer; (2) Aaron Eccles of Marple, gentleman; (3) George Heald of Liverpool, Esq.

Consideration: £375 by (3) to (1).

(2) (at the request of (1)) and (1) release to (3):-

One third part, four eighteenth parts, and three fourth parts of one other eighteenth part, belonging to (1), of the closes in Whitle called the Bridge Field (formerly in two closes called the Croft at the Bridge End and the Hawthorn meadow), part of the wood land as now divided (comprising the whole of a close formerly called the Ferny Croft, and part of the Wood), part of the Braddock Meadow as now severed from the residue, and half of the River Course so far as it adjoins said lands; containing 7a. 3r., late in the occupation of Thomas Crowther. (Plan in margin.) To (3) and heirs, for ever, and free of any claim to dower by any wife of (3).

Covenant by (1) to produce at the request of (3) the deeds in the following schedule which concern the title of the released premises and other premises.

Schedule.

23 & 24 Aug. 1812. Lease and Release. Parties: (i) Thomas Goodman of Eccles House, par. of Chapel-en-le-frith, Esq.; (ii) Joshua Bruckshaw of Harry Town within Bredbury, gentleman, and Thomas Dewhurst, late of Marple, then of City of Chester, gentleman (trustees under the will of Elizabeth Hollinworth, late of Harry Town, spinster, deceased); (iii) - (1); (iv) William Ward of New Mills, innkeeper.

24 & 25 Aug. 1812. Lease and Release. Parties: (i) - (1); (ii) William Ward; (iii) Joshua Bruckshaw and Thomas Dewhurst; (iv) Frances Bruckshaw (wife of Joshua Bruckshaw) and Joshua, son of Joshua Bruckshaw.

30 & 31 May 1822. Lease and Release. Parties: (i) Joshua Bruckshaw, only son and heir and sole executor of the will of Joshua Bruckshaw then deceased; (ii) Frances Bruckshaw; (iii) - (1); (iv) James Leech of Stockport, draper.

2 & 3 June 1831. Lease and Release. Parties : (1) James Leech; (ii) - (1); (iii) - (2).

Witness: Wm. Johnson.

Enclosed. Small sheet of paper.

Rough version of the margin plan. Names of owners of adjoining lands as in plan, viz: George Heald, G.W. Newton, Richard Bennett, Rev. G. Mounsey; and additional name, "Bennett and Creswells land". Acreage of closes as in plan, viz: Bridge field 2a. 2r. 32p. Wood land etc. 3a. 2r. 27p. Part of Braddock Meadow 3r. 18p. Half of the river 2r. 3p. Total: 7a. 3r. 0p. Additional information : 7a. 3r. at £63 per acre £488-5-0. Timber growing thereon £140. Total: £628-5-0.

(1)'s share of the above sold to (3), 25 Sept. 1834, for £375-4-1½
But the bargain immediately relinquished and the deed given up
by (3) to (1).

/2. 1 October 1847. **Release.**

Parties: (1A) Eliza Maria Mahony of City of Limerick, Ireland,
widow, and (1B) Maria Teresa Cresswell of City of Cork, Ireland,
spinster; (2) Richard Bennett of New Mills, gentleman.

Consideration : yearly rent of £1-3-3 by (2) to (1A) and heirs and
£1-3-3 by (2) to (1B) and heirs.

(1A) and (1B) release to (2):-

One third part, one eighteenth part, and one fourth part of one
other eighteenth part, in a plot of land in New Mills, part of a
close called Tenter Hill, part of an estate called the Torr Top,
which plot is bounded on the West by the New Road from New
Mills to Hayfield, containing on that side 74 yds, on the North by
land of (2), (1A) and (1B), containing 19 yds 1 ft, on the East by
the Turnpike Road leading into New Mills, containing 71 yds 1 ft,
and on the South forming a triangular point; containing in the
whole 924 sq. yds.

To (2) and heirs; John Turner of Preston, co. of Lancaster,
gentleman, to be trustee for (2). No widow of (2) to be entitled
to dower.

Covenants by (2) with (1A) and (1B) to erect, within one year,
buildings of the yearly value of £10.

Endorsement. Plan of plot of land.

Witnesses: William Wallace, 1 Pery Street, Limerick; Jane Jackson,
New Mills.

/3. 25 Feb. 1859. **Probate Copy of Will and Codicil.**

Will dated 21 Sept. 1854.

Testator: Richard Bennett of New Mills in the hamlet of Whittle, gentleman. Trustees and executors: William Johnson of Marple, gentleman, and William Sidebottom of New Mills, druggist, friends of testator.

Testator's capital dwellinghouse in New Mills, now used as a public house called the Crown Inn, and his share of the part of the close in Whittle called Smithy Car Meadow now occupied with the Inn as garden land, to testator's niece Jane Brayne; subject to legacies of £10 to testator's niece Mary Ann Howard and £10 each to William and Ann Ward, children of testator's late nephew Samuel Ward. 7 houses near said Inn, in the occupations of Jonathan Howard, Peter Warren, Joseph Clayton, Abraham Broom and others, and the house recently erected by testator near said Inn, occupied by Thomas Braddock, together with the vacant land adjoining the house to within 8 ft of the house occupied by John Livesley, to said Mary Ann Howard, William and Ann Ward, subject to the payment of the chief rents.

To testator's trustees, testator's share of the closes, with the buildings thereon, called the Tor Top Old Meadow, the Little Croft, the Carden and Torrs, all part of the Tor Top Estate in Whittle and separated from the residue of said Estate by the Stockport and Marple Turnpike Road and by the road leading from it to the cotton mill occupied by Messrs Hibbert and Allcock; also the yearly chief rent of £12-0-0³/₄ payable by Messrs John and Charles Yates from a plot of land, formerly part of the Tor Top Estate, containing 4822 sq. yds; also the yearly chief rent of £3-2-6 payable by Mr. John Pearson from a plot of land, formerly part of said Estate, containing 630 sq. yds. In trust to pay the rents and profits to testator's brother John during his life; after his death to sell the closes and chief rents, the money from the sale to be in trust for the children of testator's deceased sister

Sarah Goddard and their issue (except her daughter Nancy Frith, otherwise provided for). Also to the said trustees the 2 houses in New Mills, one in the occupation of testator, the other of Mrs. Elizabeth Poyser, with the cottages underneath the houses and the building near thereto, lately occupied by John Pearson as a stable and coach house, and the garden occupied by testator in front of the houses and separated from them by the Stockport and Marple Turnpike Road; in trust to sell the same, the money from the sale to be in trust for the children of said Sarah Goddard and their issue (except Nancy Frith).

The testator's share of 5 houses in Beard called Beard Terrace, to testator's niece Nancy Frith. To his nephew James Beard, 3 houses in the occupations of Mrs. Sarah Yates, Rev. Mr. Collins, and Widow Plumer, with the croft above the house recently occupied by Mr. Collins; subject to an annual sum of 10 guineas to Martha Handford, sister-in-law of James Beard, for life. 4 houses, with the vacant land belonging, in Brentnall Street, Stockport, purchased by testator from the devisees in trust of the late Mr. Edward Stringer, to testator's sister-in-law Alice Johnson for life; after her death to her children in equal shares.

To Esther Sidebottom, 2 houses and the closes belonging, purchased by testator under the Whitle Inclosure Act, at Lark Hill in Whitle, occupied by George Swetmore and John Shufflebotham; also freehold land in Whitle purchased from the trustees under the will of the late Mr. John Gregory, containing 3a. Or. 31p., occupied by Abraham Broom; and all testator's household goods, furniture, plate, linen and china. Testator's present residence to be occupied by Esther Sidebottom, rent free, for 12 months after his decease.

To William Sidebottom, 3 houses in Market Street, New Mills, occupied by Joseph Thorne ley, Widow Sidebottom and Charles Waterhouse; house and shop in Market Street in his own occupation, with the trade and other fixtures. Also to William Sidebottom, the testator's interest in and rents from the following plots of land in Whitle formerly part of Smithy Car Meadow and

demised by the testator: plot containing 141 sq. yds 2ft, demised to Mr. John Arnfield for 900 years at the annual rent of £1-0-8; plot 141 sq. yds, Mr. Richard Thirneley, 900 years, rent £1-0-8; plot 375 sq. yds, Mr. John Hibbert, 900 years, rent £2-7-8; plot 300 sq. yds. Mrs. Betty Pearson, 900 years, rent £2-3-9; plot 284 sq. yds, Mr. Robert Collier, 900 years, rent £2-7-4; plot 189½ sq. yds, Mr. John Collier, 900 years, rent £1-12-0; plot 272 sq. yds, Mr. John Mullaney, rent £3-18-8 (length of lease not stated]. William Sidebottom to have the said houses and lands subject to payment of a certain yearly rent of £7-7-0 to Mr. Thadeus Creswell (which after testator's decease is to be charged exclusively on these houses and lands), and subject to legacies of £60 each to Elizabeth, Harriett, Ann, James and Ralph, sisters and brothers of William Sidebottom, and £60 to be equally divided between such children of his late sister Mary Clayton as attain the age of 21 years; and subject to a yearly sum of 10 guineas to Alice, widow of James Sidebottom, father of William Sidebottom.

Testator's trustees to Invest £200 and pay the income to testator's sister-in-law Jane Johnson; after her death, to hold the securities and income in trust for her children. To said Mary Ann Howard, the close In Whittle called the three cornered piece, recently purchased by testator from the trustees under the will of the late Mr. William Ward. £60 each to testator's nieces Mary Arden and Margaret Heath. £60 each to his nephews Israel and William Johnson and the widow of his late nephew James Johnson. £60 to each of the children of his late brother-in-law George Johnson. 10 guineas to each of the children of his late brother-in-law Joel Sidebotham. £40 to his niece Alice Goddard. £40 each to said Esther and Elizabeth Sidebottom. 19 guineas each to his great niece Ann Williamson and his cousin Sarah Warren. £50 each to his nephews James and Thomas Cooper, George and James Johnson and his nieces Mary Stafford and Martha Hammond. £60 each to his two trustees and executors. £60 to be divided equally among the children of his late niece Margaret

Carrington. £50 to be divided equally among the children of his late niece Ann Sutton.

£50 to the trustees of New Mills Wesleyan Methodist Chapel, to be paid 2 years after death of testator, to be applied in part liquidation of any debt owing on the chapel, on condition that during said 2 years they raise £200 or such sum as will, with the £50, discharge the debt; otherwise the bequest to be void.

Residue of real and personal estate to testator's trustees In trust to sell it and divide the monies equally between themselves, testator's nephew William Goddard, and niece Nancy Frith.

Witnesses: Elizabeth Poyser, New Mills; Francis W. Johnson, Marple.

Codicil dated 8 Dec. 1855.

To William Sidebottom and his sister Esther Sidebottom, chief rent of £4-5-11 ¼ from a plot of land In New Mills, containing 863 sq. yds, adjoining the Stockport and Marple Turnpike Road and formerly part of the Tor Top Estate, payable to testator by a release dated 12 Oct. 1847 with parties: (1) Testator (2) Eliza Maria Mahoney, widow, and Maria Teresa Creswell; and (3) the said William Sidebottom, and Joseph Clayton, currier. To the children of Nancy Frith, since deceased, testator's share of the 5 houses called Beard Terrace, and £20 each in lieu of the share of the residue given to their mother.

To testator's servant Hannah Frost £10.

Witnesses: Elizabeth Poyser; Jane Eccles.

Certificate attached.

Will and codicil proved at Derby 25 Feb. 1859. Death of testator 2 June 1858 at New Mills. Administration granted to the executors named in the will. Effects sworn under £3000.

Endorsement by Inland Revenue Officer, 17 March 1863: effects since sworn under £4000.

Endorsements.

Exhibited at the Stockport branch of the Manchester and Liverpool District Bank 5 Mar. 1859.

Exhibited at Bakewell branch of the Sheffield and Rotherham Joint Stock Banking Company 8 June 1859.

Stockport Disley & Whaley Bridge Railway Company 12 Nov. 1860.

/4. Copy of Will and Codicil.

Extracted from District Registry at Derby. As SS15/3, except Richard Thorneley not Thirnelly. Summary of certificate of probate; examined 4 April 1860 by District Registrar.

/5. 25 May 1859. Printed Particulars of Sale by Auction at 2pm. at Crown Inn, New Mills.

Auctioneers: Messrs. Brady, Cale Green, Stockport. Particulars, with plans, also available from Mr. John Taylor, land surveyor, New Mills, Mr. William Sidebottom, druggist, New Mills, or the offices of Mr. Johnson, solicitor, Marple and 24 Park St. Stockport.

Lots 1—10. Yearly chief rents from plots of land in New Mills:

Lot 1 : £1-12-1. 650 sq. yds with dwelling-house, lessee Mr. Evan Heaton. 999-yr term, commenced 29 Sept. 1835.

Lot 2 : £3-0-7. 812 sq. yds with several dwelling-houses, in Market-street ; lessees the exors. of late Mr. John Mason. 999 yr term, commenced 1 Oct. 1829.

Lot 3 : £2-6-8. 625 sq. yds with several dwelling-houses, in Market-street; lessees the exors. of late Mrs. Warbrick. 999 yr term, commenced 10 June 1829.

Lot 4 : £2-7-4. 284 sq. yds with several dwellinghouses, in Market-street ; lessee Mr. Joseph Wright. 900-yr term, commenced 7 Nov. 1833.

Lot 5 : £2-1-4. 283 sq. yds with 2 dwelling-houses, in Market-street; lessee Mr. Joseph Wyatt. 900-yr term, commenced 4 Nov. 1855.

Lot 6 : £1-17-4½. 500 sq. yds with dwelling-house and blacksmith's shop, in Spring Bank Road; lessee Mr. Joseph Wyatt. 999-yr term, commenced 29 Sept. 1835.

Lot 7 : £2-9-9½. 500 sq. yds with buildings, in Spring Bank Road; lessee Mr. Joseph Wyatt. 999-yr term, commenced 14 Aug. 1856.

Lot 8 : £4-11-8. 440 sq. yds with 3 dwelling-houses, in High-Street; lessee Mr. Bradburne. 999-yr term, commenced 26 Nov. 1847.

Lot 9 : £4-8-5¾. 2 several plots, 1185½sq. yds, together with several dwelling-houses and other buildings, in Market-street and Tor Top Lane; lessee Mr. Charles Bradbury. 999 yr term, commenced 20 Apr. 1837.

Lot 10 : £1-9-9½. 400 sq. yds with dwellinghouse, at Tor Top; lessee Mr. Thomas Hadfield. 999-yr term, commenced 27 Oct. 1834.

Lot 11 : Yearly fee-farm rent. £4-3-8 from plot of land, 1121 yds with several dwelling-houses, in Market-street, now occupied by Maria Green, James Hibbert, James Chatterton and others.

Lot 12 : One-third part, four-eighteenth parts, and three fourth parts of one other eighteenth part, in plot of land, 581 sq. yds, in Market-street and Tor Top Lane, in occupation of Mr. Jackson, surgeon, as tenant.

Lot 13 : the like parts in 2 closes in White called the Longlands, lying on the northerly side of the turnpike road from Stockport to New Mills, containing 3a. 0r. 9p., now occupied by Mr. Richard Brayne as tenant.

Lot 14 : the like parts in plot of land, on the northerly side of said turnpike road, containing 423 sq. yds, occupied as a garden by Mr. Joseph Stafford.

Lot 15 : the like parts in 2 several plots of land now occupied as gardens, lying at back of dwelling-houses occupied by Mr. Robert Collier, Mrs. Betty Pearson and others; containing 3251 sq. yds.

Lot 16 : the like parts in 2 several plots of land now occupied as gardens, lying at the back of dwelling-houses occupied by Mr. John Arnfield and others; containing 1560 sq. yds. .

Lot 17 : the like parts in close known as Tenter Hill (a portion is now occupied as gardens), containing la. Or. 2p., now-occupied by Mr. Joseph Wyatt and others as tenants.

Lot 18 : the like parts in plot of land, on northerly side of High-street, recently occupied as gardens by the late Mr. Richard Bennett and the late Mrs. Elizabeth Poyser, containing 423 sq. yds.

Lot 19 : 2 cottages with yard and gardens in High-street, occupied by James Gartside and William Metcalf respectively. 242 sq. yd site, subject with other property to yearly chief rent of £2-6-6, to be in future exclusively charged on this Lot.

Lot 20 : Capital dwelling-house in High-street, recently occupied by late Mr. Richard Bennett, with 3 cottages and other buildings behind it, now occupied by Henry Ashworth, Daniel Cotterill and William Frith as tenants, with vacant land 17½p.

Lot 21 : Capital dwelling-house in High-street, recently occupied by Mrs. Elizabeth Poyser, deceased, with 4 cottages and other buildings behind it, occupied by Mary Smith, William Harrop and John Pursglove as tenants, with vacant land, containing with the buildings 16½p,

Lot 22 : Capital dwelling-house called Rock Cottage, recently occupied by Mrs. John Yates, now by Richard Bird Esq. as tenant, 771 yds. ground plot. Also one third part, four eighteenth parts and three fourth parts of one other eighteenth part in plot of land on northerly side of said premises, 24½p.

Lot 23 : 2 dwellinghouses adjoining Lot 22 and fronting the highway to High Lee, one recently occupied by Rev. Mr. Collins, now severally occupied by Mr. Joseph Cabstick and another as tenants. Site with gardens, 748 sq. yds. Also the croft behind the houses, lr. 27p., occupied by Mr. James Simister as tenant.

Lot 24 : Close in Whittle, formerly part of New Mills Lee, on the easterly side of the road to Eaves Knowl, known as the Three-Cornered Piece, la. 1r. 12p., occupied by Mr. Thomas Smith as tenant.

Lot 25 : One third part etc. [as Lot 22] in the farm called Mousley Bottom in Whittle, occupied by Mr. Samuel Swann as tenant; also closes Bridgefield 2a. 2r. 32p. , Wood 4a. 0r. 16p. , Broad Field 3a. 3r. 14p., Braddock Field 3a. 2r. 20p. , Tan Pits Meadow 3a. 2r. 24p. , Pepperman's Meadow 3a. 2r. 22p., Croft 3r. 29p., House barn yard and 2 gardens 27p., Garden across the yard 23p., Warth 3r. 0p., Part of river course 1a. 2r. 15p. Total 25a. 0r. 22p.

Lot 26 : Close of land in Whittle called the Allotment, on south-westerly side of turnpike road from Stockport to New Mills, 1a. 2r. 34p. , occupied by Samuel Swann as tenant.

Two accompanying maps by I. Taylor, surveyor, New Mills [reproduced on pages 16-19]:-

(i) Property at New Mills and Tor Top in the Hamlet of Whittle. Lots 1-24 marked out and numbered. Owners of adjoining lands named : Roman Catholic Chapel; Richard Bennett's exors.; Mr. Peter Pennington and another; Mrs. Thornley. Also owners or occupiers of buildings not included in sale:-

Market St. west side: Misses Hibbert, Mr. Collier's, Mr. Willan's, Mrs. Pearson, Mr. Kelsall's, Mr. Arnfield, Mr. Sidebottom's.

Market St. east side: Mr. Longson, Mr. Wright's, Mr. Mullany's.

Tor Top Lane: Mr. Peter Warren's.

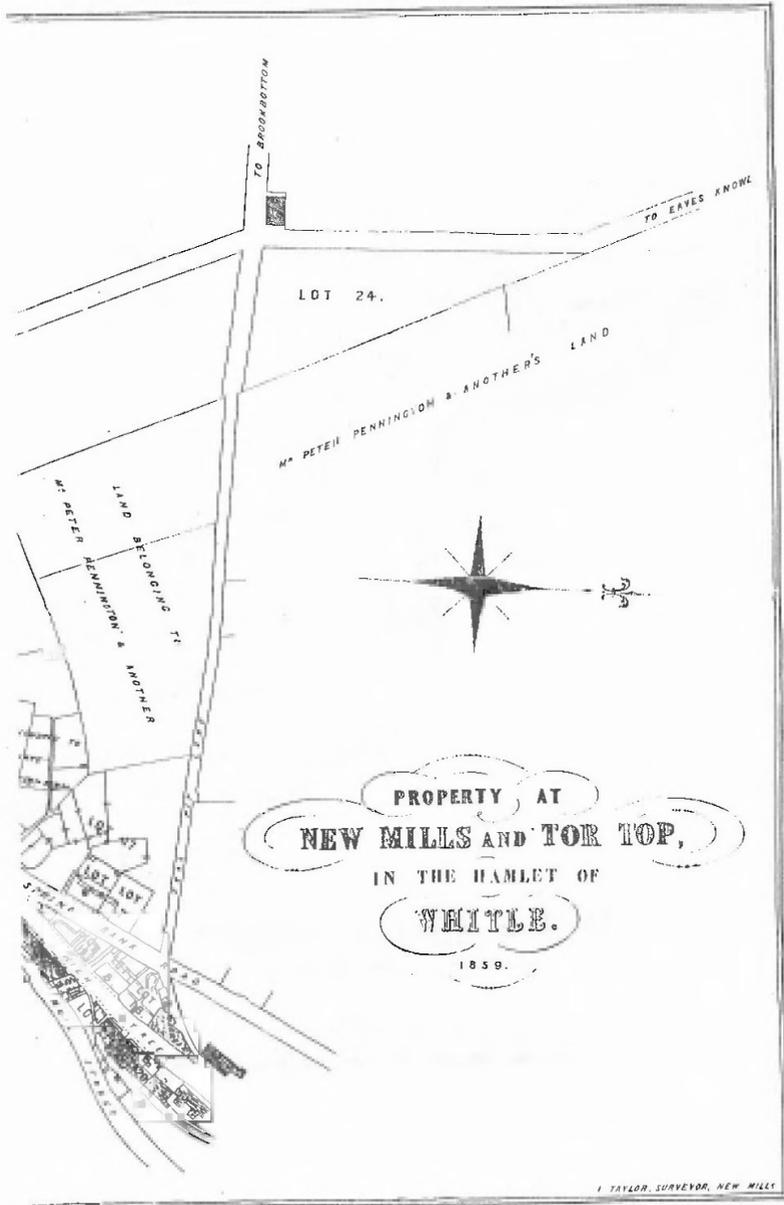
Meal St: Ward's, Mr. Oldham's.

High St: Mr. Barnes's.

(ii) Mousley-Bottom Estate in the Hamlet of Whittle.

Lots 25 and 26 and 11 closes marked out and numbered; reference list with names of closes and acreage. Owners of adjoining lands named: Messrs. Jas. Marshall and sons, Mrs. Orford Holte, Miss Cresswell, Jonⁿ Jowett Esq. , Macclesfield Forest Church, and Gas Works.





PROPERTY AT
NEW MILLS AND TOR TOP,
 IN THE HAMLET OF
WHITTLE.
 1859.

TAYLOR, SURVEYOR, NEW MILLS

SCOTT'S PATENT FOR THE YEAR 1859.

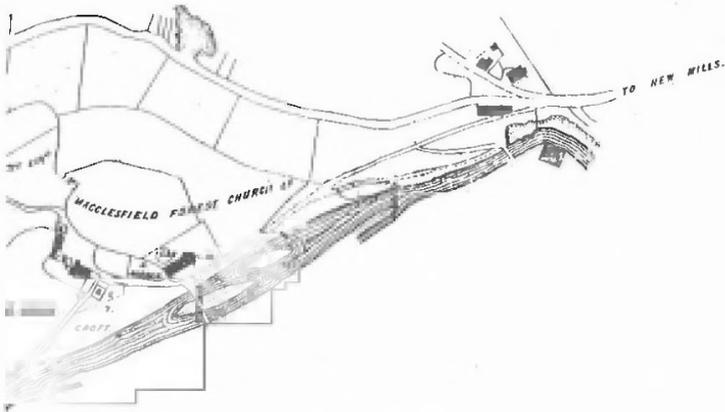


*N. B. The Boundary Fence belonging to adjoining
Landowners are dotted outside, thus.....*



REFERENCE.

No	DESCRIPTION	a	r	p
1	Bridge Field	2	2	32
2	Wood	4	0	16
3	Broad Field	3	3	16
4	Bradlock Field	3	2	20
5	Tan Pit Meadow	3	2	26
6	Peppermans Meadow	3	2	22
7	Croft	3	2	29
8	Holton Barn, Yard, in Front of House & two Gardens			24
9	Garden across the yard			23
10	Worth			3 0
11	Part of River Course	1	2	15
				<u>25 0 22</u>
LOT 26	Allocments			<u>1 2 36</u>




MOUSLEY-BOTTOM ESTATE
 IN THE HAMLET OF
WHITLE.

SS16. Land containing Public Hall, New Mills, 1872.

The Public Hall, now called the Town Hall, had been built on this land during the previous year, 1871 (at SK000857). "Coal pit lane" mentioned in the document is now called "Hall Street". In fact the name "Hall Street" was in use by 1875 (see SS17).

There is one document in the set, numbered SS16.

---- 1872. **Conveyance** [uncompleted and unsigned].

Parties: (1) Maria Teresa Cresswell, of Dublin, spinster; (2) Jacob Johnson of New Mills within Whitle, —.

Consideration: ---- by (2) to (1).

(1) grants to (2):-

Two third parts, fourteen eighteenth parts [this should probably be four eighteenth parts] and one fourth of one eighteenth part of the plot of land at New Mills within Whitle bounded on the northerly and part of the easterly sides by other land of (1) and of William Henry Turner Esq., on other part of the easterly side by land belonging to the trustees of the — — Chapel, on the southerly side by the highway from New Mills to Mellor, and on the westerly side by the central line of Coal pit lane; measuring on the northerly side 38 yds 18 ins, on the easterly side 56 yds 22 ins, on the southerly side 29 yds 30 Ins, on the westerly side 62 yds 9 ins, containing in the whole 1923 (sq. yds.) (including half of Coal pit lane); together with the building standing thereon and used as a Public Hall for New Mills. And all ways etc. (except mines of coal and other minerals and quarries).

To (2) and heirs for ever.

Covenants by (2) with (1) : not to allow any business which may be offensive to adjoining landowners or tenants; to fence off the plot on the northerly and easterly sides with a stone wall at least 5 ft in height, and keep it in repair; to leave open, and un-built upon, one half of Coalpit lane of — yards wide, and to pay

one half the expense of paving, sewerage and maintaining the said one half, so far as it is co-extensive with the plot of land.

Endorsement. Plan of plot of land. Contents 1933 sq. yds (sic).

SS17. Spring Bank and Hall Street, New Mills, 1875.

The land referred to is at the corner of Hall Street and Market Street (SK000857). But this top stretch of Market Street was still regarded as part of "Spring Bank Road" in 1875. The land was part of Tenter Hill (see Lot 17 in SS15/5) . The document is a lease to New Mills Co-operative Society (though it is not fully signed). The Co-op. traded from the premises until the early 1980s when the new Co-op. supermarket was opened.

There is one document in the set, numbered SS17.

31 Dec. 1875. Lease for 999 years.

Parties: (1) William Henry Turner of Marple, Esq.; (2) Maria Theresa Cresswell of Dublin, spinster; (3) The New Mills Equitable Co-operative and Industrial Society Ltd.

Whereas: (1) is owner in fee simple of one third part, four eighteenth parts and three fourths of one other eighteenth part, and (2) is owner in fee simple of the remaining parts, of the plot of land and premises herein described.

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

Plot of land at New Mills within Whitle, part of a close belonging to (1) and (2) called ----, bounded on the northerly side (measuring 20 ft) by other land of (1) and (2), on the easterly side (measuring 95 ft) by Hall Street, formerly called Coal Pit Lane, on the southerly side (measuring 60 ft 8 ins) by Spring Bank Road, and on the westerly side (measuring 75 ft) by land and premises of Joseph Wyatt; containing 337 sq. yds; plan in margin. Also the shop standing on the plot of land.

To (3) and successors, from 25 Mar. 1872 for 999 yr term, at yearly rent of £2-2-3 by (3) to (1) and of £1-8-6 by (3) to (2); first half-yearly payment became due and was made on 29 Sept. 1872. Covenants by (3) with (1) and (2). To keep in repair the shop and any other buildings erected so that there shall be buildings of the

yearly value of £50 at least. Not to carry on or permit on the plot of land the trade of a slaughterman, soap boiler, tallow chandler, manufacturing chemist, blacksmith, ironfounder, publican, beerseller or other trade which may be offensive to adjoining tenants of (1) and (2). Not to put any windows or doors within 10 yds from the northerly boundary of the plot of land so as to hinder (1) and (2) or lessees from erecting buildings. To fence off the land on the northerly side with a stone wall at least 5 ft in height and keep it in repair.

Signature of (2) only.

SS18. New Meadow and Smithy Carr Meadow, Whitle, 1884.

This property, near the centre of New Mills, can be located by means of the 1841 tithe apportionment and document SS15/5.

New Meadow (plot 536 on the tithe apportionment) was on the west side of Spring Bank Road. (Part of it is now occupied by the New Mills County Primary School.) This document concerns the corner of the meadow, at what is now the Junction of Meadow Street and Spring Bank Road (SK000858), This was plot 535 on the tithe apportionment, occupied by a row of cottages, as it is today.

Smithy Carr Meadow (see plots 269 and 278 on the tithe apportionment) was on the west side of Market Street. The Market Street edge had become a row of buildings and shops by 1841. This document concerns the plot now occupied by numbers 56 and 58 Market Street (plot 279 on the tithe apportionment and Lot 4 in document SS15/5 grid reference SJ999855).

There is one document in the set, numbered SS18.

17 Apr. 1884. **Reconveyance.**

Parties: (1) Sarah Turner of Marple, widow; (2A) Joseph Taylor Wright of Chapel en le frith, plumber, and (2B) Thomas Wright of New Mills, plumber.

Whereas:-

7 June 1837. Mortgage. Parties: (i) Joseph Wright of New Mills, glazier; (ii) Jane Turner, spinster.

Reciting:-

20 Apr. 1837. Lease. Parties: (1) William Ward of New Mills, gentleman (owner in fee simple of one third part, four eighteenth parts, and three fourths of one other

eighteenth part, of certain lands, of which the land to be demised was part); (ii) Timothy Francis Mahony, Esq., Thomas Lyons, merchant, and Nicholas Mahony, gentleman; (III) Maria Teresa Cresswell, spinster ((II) and (III) being owners in fee simple of the remaining parts). (I), (II) and (III) leased to said Joseph Wright: plot of land in New Mills (part of a close called the New Meadow, part of the estate called the Torr Top), bounded on the West by other part of New Meadow, on the South by a footpath to Eaves Knowl, on the North by land late of Ralph Bower, deceased, on the East by the New Road to Hayfield, containing 1156 sq. yds; together with the dwellinghouses erected thereon. For 999 years, at yearly rents of £4-6-3¾ to (1), £1-9-1 to said Timothy Mahony, and £1-9-1¼ to (III).

Witnessed: consideration £450 by (ii) to (i). (i) granted [mortgaged] to (ii) the recited premises, for residue of 999 years.

Whereas:-

14 Sept. 1838. Indenture. Parties: (i) Joseph Wright; (ii) James Shaw, innkeeper; (iii) James Yates, calico printer.

Reciting:-

12 Mar. 1836. Mortgage. Parties: (1) Joseph Wright; (II) James Shaw. Consideration: £200 by (II) to (I). (I) granted to (II) the land, dwellinghouse and buildings therein described, for residue of a term of 999 years created by a lease of 8 Nov. 1833 subject to an annual rent of £2-7-4.

Whereas: (i) had applied to (iii) to repay £200 to (ii) and to advance a further sum of £80.

Witnessed: consideration £200 by (iii) to (ii) and £80 by (iii) to (i). (ii) assigned to (iii): plot of land in New Mills (part of a close called Smithy Carr Meadow) bounded on the North and West by other part of Smithy Carr Meadow, on the South by buildings and land of Mr. John Hibbert, on the East by the Turnpike Road from Marple through New Mills; containing

on North and South sides 25 yds respectively, on the East and West sides 11 yds 1 ft respectively; in the whole, 284 sq. yds. Also several dwellinghouses, plumber and glazier's shop, and buildings thereon, in the tenancies of (I) and others. For residue of 999 years.

Whereas:-

17 July 1841. Indenture. Parties: (i) said Joseph Wright the younger, plumber and glazier; (ii) Joseph Wright the elder, machine maker, (i) granted to (ii):- Firstly, plot of land formerly part of Smithy Carr Meadow, demised by the above-mentioned 8 Nov. 1833 lease; also 4 dwellinghouses built thereon, in the tenancies of Joseph Wright and others; for residue of 999 years, subject to the payment of the reserved rent and the said £280. Secondly, that other plot of land, part of the New Meadow, demised by recited 20 Apr. 1827 lease; also 8 dwellinghouses thereon, in the tenancies of John Berry and others; for residue of 999 years, subject to the payment of the reserved rent and the said £400. [Note discrepancies in date of lease and amount of principal money for New Meadow.]

Whereas:-

1 Nov. 1851. Indenture. Parties: (i) James Yates; - (ii) John Taylor, land surveyor, and Thomas Storer Partington, gentleman; (iii) Charles Edward Walmsley, cotton spinner. The said principal sum of £280 was assigned absolutely to (iii), and (i)'s interest in the said premises (inter alia) was assigned to (iii) for collaterally securing to (ii) sums exceeding £3000.

Whereas:-

12 July 1854. Indenture. Parties: (i) Joseph Wright the elder; (ii) James Yates; (iii) John Taylor and Thomas Storer Partington; (iv) Charles Edward Walmsley; (v) William Henry Turner, gentleman. The said principal sum of £280 was assigned absolutely to (v) and unexpired residue of 999 years was assigned to (v).

Whereas: Joseph Wright the elder by his will 17 Aug. 1847 appointed his son Joseph Wright and his son-in-law James Bythell as his executors and bequeathed to them all those leasehold plots of land and dwellinghouses erected thereon in Market Street and Spring Bank, conveyed to him by 17 July 1841 indenture, in trust to pay rents and profits to his son Joseph Wright and his wife Elizabeth during their lives, and after the death of the survivor to the use of the children of his son Joseph Wright on their attaining the age of 21.

Whereas: said testator died 14 Oct. 1847 and his will was proved at Lichfield 31 Mar. 1848 by both his executors. [Discrepancy between date of death and 1854 indenture?]

Whereas: Elizabeth Wright, wife of Joseph Wright the younger, died 28 June

1858 and was buried at New Mills Wesleyan Chapel.

Whereas; Joseph Wright the younger died 23 Jan. 1874, having had 4 children; Ann who died aged 14 months; (2A); Eliza who died aged 6 weeks; and (2B).

Whereas; the said Jane Turner by her will 4 Oct. 1872 bequeathed her money and securities to her brother the said William Henry Turner.

Whereas: Jane Turner died 8 Sept. 1879 and her will was proved at Chester 23 Jan. 1880 by William Henry Turner.

Whereas: William Henry Turner by his will 27 Apr. 1881 bequeathed to (1), his wife, all estates vested in him by trust or mortgage.

Whereas: William Henry Turner died 27 Apr. 1881 and his will was proved at Chester 19 Aug. 1881 by (1).

And whereas; the principal sums of £450 and £250 secured by indentures of mortgage 7 June 1857 [1837?] and 12 July 1854 are still owing to (1), and (2A) and (2B) wish to discharge the sum and have a reconveyance of the premises.

Now this indenture witnesseth:-

Consideration: £450 and £250, totalling £700, and all interest due on the mortgages, by (2A) and (2B) to (1),

(1) conveys to (2A) and (2B)

The hereditaments vested in (1) by the said mortgages, for the residue of the terms.

Signed only by Sarah Turner.

SS19. Brookbottom School Chapel, 1874.

This document is a counterpart of the original lease of the chapel at Brookbottom (SJ985864). The chapel is just within the township of Mellor. (The stream through Brookbottom forms the boundary with Whitle. It is confusing that there is another Brookbottom in Mellor,)

There is one document in the set, numbered SS19.

13 Nov. 1874. **[Counterpart of] Lease for 999 years.**

Parties: (1A) Isaac Earlam of Higher Cliffe within Mellor, farmer, (1B) Hannah Eliza his wife, (1C) John Moulton of Lower Cliffe within Mellor, land surveyor, and (1D) Frances his wife; (2) Jacob Johnson of Shaw Farm in Mellor, farmer.

Whereas: John William Moulton, late of Chorley Hall within Chorley, co. of Chester, yeoman, owner in fee simple of the plot of land to be demised, made his will 10 Oct. 1865 and bequeathed the same to his 2 sisters Hannah Eliza and Frances, in equal shares as tenants in common.

Whereas: testator died 21 Oct. 1865 and his will was proved at Chester 8 Jan. 1866.

Whereas: Hannah Eliza Moulton is now the wife of (1A), and Frances Moulton is now the wife of (1C) .

(1A) and (1B) as to one moiety of the land, and (1C) and (1D) as to the other moiety, lease to (2):-

Plot of land in Brookbottom in the township of Mellor, forming part of the Higher Cliffe Estate, fronting the public highway from Brookbottom to Higher Cliffe, bounded on North, South and West sides by other land belonging to (1A), (1B), (1C) and (1D), and on the East by the said public highway, measuring on North side 25 yds, on West side 16 yds, on the South side 35 yds, and on East side 19½ yds, and containing 481 sq. yds. Plan in

margin. Also the building now in course of erection on the plot of land and intended to be used as a school chapel.

To (2), his executors and assigns, for 999 years from 25 Mar. 1874, at yearly rent of £3-0-1½ by (2) to (1A),(1B),(1C) and (1D).
Covenants by (2) with (1A) and (1C): to keep the school chapel in good repair and in case of destruction or decay to replace it; to fence off the North and West sides of the plot of land from the lands of (1A), (1B), (1C) and (1D) by walls of brick or stone not less than 4ft 6ins high and keep the walls in good repair.

One signature only : Jacob Johnson.

Witness : Rich^d. Leeming, clerk with W. and J.W. Johnson, solicitors; Stockport.

SS20. Water Paper Mill, Torr Top, 1815.

The mill was situated in the Torrs on the west bank of the River Sett (at SK001854), just below the Chain Horse House, which was formerly part of the mill premises. The mill was property number 300 on the tithe apportionment of 1841 (by which date it was a cotton mill). In the vicinity of the mill, the boundary of Beard hamlet crosses the river, so that, although some of the outbuildings were in Whitle, the mill itself was in Beard.

The earliest known reference to the paper mill (presumably the same one) is in the will of Thomas Bower, dated 1730, reference 4. Bower owned the mill but was a woollen draper. The only family known to have worked the mill is the Barnes family. Document D227/2 refers to John Barnes of Tortop, paper maker, in 1772. There is a reference to a paper mill in Beard in the 1778 land tax assessments — see reference 5. For the later history of the mill see under "Barnes Mill" in 2. The mill has been demolished, but remains of the Chain Horse House survive.

There is one document in the set, numbered SS20.

18 & 19 Jan. 1815. Lease and Release.

Parties: (1) Thomas Goodman of Eccles house, par. of Chapel en le Frith, Esq.; (2) John Barnes the younger of Torr top in the hamlet of Whitle, cotton manufacturer; (3) Thomas Barnes of Torr top, cotton manufacturer. Consideration: £800 by (2) to (1). (1) releases to (2) and heirs:-

One third part, four eighteenth parts and three fourths of one other eighteenth part of that Water Paper Mill with the factory, stable, drying house, stove, mill green, Brows and other appurtenances at Torr top in the hamlets of Beard and Whitle, now in the occupation of (2), and all buildings, ways, weirs etc.

(except liberty given to John Barnes of Torr top, papermaker, by 5 Apr. 1804 indenture whereby the said premises were leased to him for 51 years: except also the outbuildings and land belonging to Torr top now or late in the occupation of said John Barnes, papermaker, as tenant, and also all accustomed roads through the premises to and for the owners and occupiers of said estate called Torr top).

To (2) and heirs for ever. (3) to be trustee for (2).

Covenant by (1) to produce the following on demand, in proof of the title of (2):-

Probate copy of the will of 28 May 1730 of Thomas Bower of Torr top, yeoman.

3 & 4 May 1771. Lease and Release. Parties: (i) Mary Bower of Rushop, par. of Chapel en le frith (widow of John Bower), and Sarah Bower of Rushop, spinster (only sister and heir of John Bower deceased who was son and heir of before-named John Bower); (ii) Francis Gregg of Skinners hall, London, gentleman; (iii) Samuel Needham of Perryfoot in the Peak Forest, co. of Derby, yeoman.

Easter Term 11 George III [1771]. Exemplification of Recovery in Common Pleas at Westminster. Demandant: said Samuel Needham. Tenant: said Francis Gregg. Vouchee: said Sarah Bower.

Copy of the will of 18 Dec. 1779 of said Sarah Bower.

3 Jan. 1782. Discharge from Robert Slack of Chapel en le Frith for a legacy of £50 under the will of said Sarah Bower.

Attested copy of the probate copy of the will of 15 May 1784 of John Badiley Radcliffe of Spinnerbottom, par. of Glossop, gentleman.

Attested copy of Lease and Release of 24 & 25 Jan. 1806.

Parties: (i) John Hyde of the City of London and Peter Fletcher of Manchester, cotton dealers and co-partners; (ii) Thomas Brentnall of Stockport, cotton manufacturer, and Ann his wife; (iii) George Garside of Stockport, liquor merchant; (iv) Samuel Dodge of Stockport, linen draper.

Attested copy of Deed Poll of 24 Jan. 1806 under the hands and seals of 24 of the creditors of said Thomas Brent nail. Hilary Term 46 George III [1806], Indentures of Fine. Plaintiff: said Samuel Dodge. Deforceants: said Thomas and Ann Brentnall.

15 & 16 Nov. 1809. Lease and Release. Parties: (i) said Samuel Dodge; (ii) said Thomas and Ann Brentnall; (iii) - (1).

7 & 8 Mar. 1800. Lease and Release. Parties: (i) John Creswell of Torr top, surgeon; (ii) Thomas Dewhurst of Marple, gentleman.

17 Aug. 1802. Deed of Covenant. Parties: (i) Maurice De Jongh of Manchester, merchant, and Maria his wife (late Maria Bennett, spinster, one of the daughters of John Bennett, late of Chapel en le frith, surgeon, and one of the devisees named in the will of said John Badiley Radcliffe); (ii) said Thomas Dewhurst.

Trinity Term 42 George III [1802], Indentures of Fine. Plaintiff: said Thomas Dewhurst. Deforceants: said Maurice and Maria De Jongh.

15 & 16 Dec. 1809. Lease and Release. Parties: (i) said Thomas Dewhurst; (ii) — (1).

31 Jan. & 1 Feb. 1810. Lease and Release. Parties: (i) Sarah Ann Bower Bennett, late of Manchester, then of Liverpool, spinster; (ii) - (1)

30 & 31 Mar. 1810. Lease and Release. Parties: (i) John Bennett of Derwent hall, co. of Derby, surgeon; (ii) Thomas Frith of Chapel en le frith, innkeeper; (iii) Philip Moore of Buxton, par. of Bakewell, gentleman; (iv) - (1).

2 & 3 Apr. 1810. Lease and Release. Parties: (1) - (1); (ii) Joshua Bruckshaw of Harry town within Bredbury, co. of Chester, gentleman, and said Thomas Dewhurst (executors and trustees of the will of Elizabeth Hollinworth, late of Harry town, spinster, deceased).

24 & 25 Mar. 1813. Lease and Release. Parties: (I) said Joshua Bruckshaw and Thomas Dewhurst; (ii) - (1).

Witnesses: John Braddock; Edw^d. Harnhead [Fearnhead?].

SS21. Lower House Colliery, Whittle, 1868-1871.

The colliery was in High Lee, in the vicinity of what is now Combs Close and Alsfeld Way (SJ994857). It is marked on the 25-inch Ordnance Survey map of 1880. For further details of the colliery and its history see reference 6.

The field names of the "Knight Wick" and "Lower House" estates given in document SS21/1 are almost identical with names on the 1841 tithe apportionment. "Knight Wick" is now Knightwake Farm (SJ995860). "Lower House" has now disappeared, but the plan endorsed on SS21/1 shows that it was situated at approximately SJ994857, where there is a building marked on the 1880 Ordnance Survey map.

There are 3 documents in the set, numbered SS21/1-3.

/1. 1 July 1868. Counterpart Lease.

Parties: (1) William Henry Turner of Marple, gentleman; (2) William Wharmby of Disley, collier, James Jackson of Oldham, rope maker, and Robert Stansfield of Oldham, bookkeeper.

(1) demises to (2):-

The mines or seams of coal lying under the closes of land of (1) in the hamlet of Whittle, known by the names and containing the quantities set forth in the Schedule, being portions of 2 estates of (1) called the Knight Wick and Lower House Estates; plan endorsed; together with liberty to sink a pit or shaft in the close called the meadow, no. 29 on plan, to sink an airshaft in the close called the Upper Field, no. 21 on plan, and to erect on the meadow such offices and other buildings as (2) consider necessary for working the mines, first making proper arrangements with the tenant(s) thereof; and with the consent of the tenant(s) to use so much ground as shall be necessary for laying the coal from the mines. Excepting from this demise such

mines or seams as must be left unworked for the protection of buildings or reservoirs.

To (2) for a 14-yr term, paying to (1):-

A yearly rent of £4 for each acre of surface land used. An annual dead rent of £70. For every mine or seam worked of an average thickness of 3 ft., an annual rent of £140 per acre. Proviso: the £70 annual dead rent to be considered as part of (not additional to) the acreage rent. If in any year (2) do not raise sufficient coal to make up an acreage rent of £70, they may make up the deficiency in the following one or two years without paying any acreage rent in respect of coal gotten.

Usual mining covenants by (2) with (1), concerning payments, fencing, proper working of the mines, keeping of accounts and plans, compensation for damage, underletting, inspection, and restoration of the land when operations cease. No coal to be got within 20 yds of buildings on the closes. Powers to (2) to end the lease after 7 yrs.

The Schedule

Number on Plan	Names of closes	Acres	Roods	Perches
17	Croft	0	1	3
18	Barnfield	3	1	10
19	Round Field	3	0	6
20	Croft and Upper Field	5	0	34
21	Upper Field	4	1	33
22	Black Hill	2	0	11
23	Top Field	2	1	16
24	Barnfield	5	1	8

25	Part of Croft	0	2	0
27	Pingate and Garden	2	2	33
28	Greens Meadow	1	1	20
29	Meadow	4	2	21
30	Wild Meadow	1	1	23
31	Wild Meadow Bottom	1	1	9
32	Gardens	0	1	10

Plan Endorsed. [No orientation.]

2 houses marked: Knight Wick, numbered 26, adjoining no.s 24, 25 & 27, and Lower House, adjoining no.s 32 and 29. Land below [south-west of] Lower House marked: "Land belonging to Edward Sidebottom Esq."; dotted line [footpath?] marked along boundaries between no.s 22 & 21 and no.s 23 & 24.

/2 29 Sept. 1869. Assignment.

Parties:(1) William Wharmby of Disley, collier; (2) William Henry Turner of Marple, gentleman; (3) James Jackson of Oldham, rope maker, and Robert Stansfield of Oldham, bookkeeper.

Whereas: SS21/1.

Whereas: (1) and (3) have sunk pits, erected sheds and offices, and established a colliery in co-partnership, under the firm of the "Lower House Coal Company".

Whereas: (1) has retired from the partnership.

Consideration: £600 by (3)(in equal shares) to (1).

(1) assigns to (3) (with the consent of (2)) his share in the mines and premises and the Colliery.

To (3) for the residue of the 14-yr term.

/3. 20 Dec. 1871. Assignment.

Parties: (1) James Jackson of Oldham, coal proprietor; (2) William Henry Turner of Marple, Esq.; (3) Robert Stansfield of Oldham, coal proprietor. Whereas: SS21/1 and SS21/2.

Whereas: (1) and (3) have carried on the colliery in co-partnership.

Whereas: (1) has retired from the partnership.

Consideration: £611 by (3) to (1).

(1) assigns to (3) (with the consent of (2)) his share in the mines and premises and the colliery.

To (3) for the residue of the 14-yr term.

Attached: p.5807 of the London Gazette, 22 Dec. 1871. Notice, marked in red ink, that the partnership of James Jackson, Robert Stansfield, Samuel Stansfield and Levi Chadderton, as colliery proprietors at Whitle, under the firm of the Lower House Coal Company, was (as regards James Jackson) dissolved by mutual consent, 20 Dec. 1871.

SS22. Coal Mine at Lark Hill, White [1921 or 1922]

"Lark Hill" is situated to the north of the road from New Mills to Brookbottom (at SJ992856). The document is a draft coal-mining lease and may be a record of the beginning of coal-mining at that location. The mine was re-opened briefly during the Second World War. For further information see reference 6.

There is one document in the set, numbered SS22.

[1921 or 1922] Licence to work Coal Mine,

Draft agreement, typewritten. Hand-written endorsement-
"Engrossed in duplicate 1.2.22. H.L." .

Parties: (1) James Thomas Wild, of 200 Albion Road, New Mills, coverer in cotton mill ("the Licensor"); (2) James Burton of Glen Villas, Buxton Road, collier, Alfred Burton of Meadowside, Newtown, colliery deputy, Frank Oldfield of 2 High Lea Road, collier, and Frank Sheldon of 68 Buxton Road, collier, all of New Mills ("the Licensees").

(1) authorises (2) to get coal, by means of a level, within that portion of the New Lands, Lark Hill, White, shown coloured and cross-hatched on plan.

Terms and Conditions:

i. The licence to be for 3 years from 23 June 1921. ii. Rents to be paid by (2) :-

a. For each year, the certain rent of £1.

b. Royalty of 1/- per ton on all coal got, to be paid monthly.

Usual mining covenants. [No reference to protection of buildings, compensation, or procedure when operations cease.]

Right of inspection by agents of His Majesty's Duchy. Consent of Mineral Agent of the Duchy needed if more than one level is made.

Plan attached.

Showing coloured area of land 15a. 2r. 39p., bounded on W. & S. by highway from Brookbottom and Strines to New Mills, and including a small section S. of the highway. (Only about half of the coloured area is cross-hatched -the part to the north-east of the road, furthest from the road.) Land on E. is shown as belonging to trustees of late W. H. Turner, Esq., land on W. to trustees of late T. P. Young, Esq., and land on S. to Earl Egerton.

D158. Green Bank. Whitle, 1734.

We have not been able to locate this property. However, It may be significant that "Green Bank" was the old name of the house at 103 Mellor Road. We have also been told that there may have been a "Green Bank" in the Hague Bar area.

There is one document in the set, numbered D158.

4 October 1734. **Bargain and Sale.**

Parties: (1) Robert Beard of Green Bank, parish of Glossopp, blacksmith; (2) Thomas Bennet the younger of Kinder, yeoman; (3) Edward Brocklehurst of Whitle, blacksmith.

Whereas: by lease of 28 Sept. 1724, John Hutchinson of Hambrow, county of Derby, leased to (1) a cottage and smithy in Green Banke in Whitle, then in tenure of (1), for 21 years at yearly rent of 1s.

Whereas: by assignment [mortgage] of 13 May 1729 , in consideration of £8,

(1) assigned the premises to Susanna Wild, then of Rideings in the said county [Derby], spinster, but now wife to (2), for remainder of the 21 years, with proviso for redemption by (1).

Now: in consideration of £18 paid to (1) by (3), (1) (at the direction of (2)) grants to (3):-

The said cottage house smithy and outbuilding together with the garden, now in the possession of (3), except reserved to (1) the little house and garden he resides in.

To (3) For remainder of the 21 years subject to the rent in the above lease.

Witnesses: Ottiwell Heginbotham; Edw. Clayton.

D 184. Hague Fold, Whitle, 1736-1802.

The information in the documents is somewhat sketchy, but it is supplemented by some documents in the Derbyshire Record Office. Document D184/2 refers to property inherited from Thomas Middleton of Eyam, whereas the D.R.O. has a copy of his will - see reference 7, Document D184/2 records the initial transaction before a common recovery, whereas the D.R.O. has a copy of the actual recovery - see 8.

The fact that the D.R.O. documents were deposited by the Tatton Park Estate Office presumably means that they are concerned with property held by the Egerton family. In 1841, according to the tithe apportionment, Wilbraham Egerton owned property (no. 65, etc.) at Hague Fold occupied by James Thorpe, which (ignoring a property elsewhere in Whitle) had a total area of just under 67 acres - remarkably close to the 65 acres mentioned in document D184/2.

Thus the Hague Fold property mentioned in documents D184 is probably the same as the property in the tithe apportionment. The farmhouse is located at SJ987859 and the farm is now called "Lower Hague Fold Farm". (It is not, however, in the location marked "Lower Hague fold" on ordnance survey maps.)

For further details of the Egerton estate see the notes for D185. (See also the notes for SS13.)

There are 3 documents in the set, numbered D184/1-3.

/1 11 Nov. 1736. Bond of Performance. [Printed form with handwritten insertions.]

Anthony Bowdon of Haigh Fould, parish of Glossop, yeoman (eldest son and heir of James Bowdon late of Haigh Fould,

yeoman, deceased), binds himself to John Wagstaffe of Mottram in Longdendale, tobacconist, in the sum of £100.

Condition: Anthony Bowdon to perform the covenants in indenture of grant and release of lands, of above date, between him and John Wagstaffe. Witnesses: Alex Elcocks; Thos. Downes.

/2. 11 & 12 Jan. 1770. Lease & Release prior to a Common Recovery. Attested copy.

Parties: (1A) Elizabeth Longsdon of Morthen, co. of York, widow, only surviving sister and heir of Thomas Middleton late of Eyam, gentleman, deceased, (1B) John Carver of Morthen, clerk, and (1C) Sarah his wife (only daughter and heir apparent of (1A)); (2) Robert Want of Dean Street, Fetter Lane, London, gentleman; (3) John Griffith of Handsworth, co. of York, clerk [party to release only].

To bar tail of estates vested in (1A) and (1C) and to settle the premises to the uses to be mentioned.

(1A), (1B) and (1C) release to (2):-

Farm and closes at Haguefold, par. of Glossop, containing 65a., now in the tenure of Benjamin Arnfield. Also property at: Park House, par. of Leeke, tenant Ralph Walker; Horse ley, par. of Kniveton, tenant Ephraim Hudson; Eyam, tenants William Longsdon, William Frith, William Talbot, Thomas Rowbotham, Godfrey Johnson, George Andrews, John Youle, Mary Shim, Michael Shim, Thomas Bradwall, John Middleton, John Allen, Joseph Brittlebank, William Bennison, Ralph Vickers, John Barber and George Billens; Cold Aston, par. of Dronfield, tenant Widow Cowley.

To (2) and heirs for ever, to enable (2) to become perfect tenant, so that (3) may recover the premises by two or more common recoveries in the Court of Common Pleas. (3) to hold premises for the following uses: To (1A) for life and after her death to (1B) for life; after the death of (1B), to (1C) for life; after the death of the survivor of (1B) and (1C), to the heirs of (1B) for ever.

Examined, with original indenture, 6 April 1795 by John Bate and Robert Smith.

/3. Extract from Will of 12 March 1802.

The Rev. John Carver of Morthen, clerk, Rector of the parishes of Whiston and Treeton, co. of York, bequeathed his real and personal estate to Ills son Marmaduke Middleton Middleton, and appointed him the sole executor.

D 185. Stafford Estate (Whitle, Strines, Mellor and Marple), 1735-1768.

The deeds refer to an extensive estate held by John Stafford, most of which was sold to Samuel Egerton of Tatton in 1747 (see D18S/4). Details of the Egerton estate in Whitle as it was in 1841 are given in the tithe apportionment and map.

Our tentative conclusion, after studying the sets of documents D184 and D185, is that the bulk of the 1841 Egerton estate in Whitle consisted of the property at Hague Fold described in D184 (see the notes above) and the Whitle part of the property purchased from John Stafford in D185/4.

However there are some discrepancies which we cannot explain. Certainly many of the field-names in 1841 are different from the field-names in D185/3, but that is to be expected after a gap of over 100 years.

The groups of documents D2856 Z and 99M/E in the Derbyshire Record Office at Matlock are also connected with the Egerton estate in the New Mills district. We have not examined these, but they might throw some light on the unsolved problems. The following notes are concerned with the individual properties mentioned in D185.

Strains Hall

It is believed by local residents that Strines Hall is the building (recently renovated) at SJ977864 on the right-hand side of the road leading to Strines Station. For many years it was known as Strines Hall Cottages. According to the tithe apportionment it already consisted of a group of cottages in 1841 (property no. 16, owned by Wilbraham Egerton).

Several of the fields listed with Strains Hall in D185/3 can be recognised in the title apportionment where they are owned by Wilbraham Egerton and occupied by Barton & Co. as part of a property consisting of a farm and printworks. Strines Hall may once have been the farmhouse.

Gillbury Gate or Gilbody Gate

Gilbody Gate Farm is in Brookbottom. The farmhouse is at SJ985864, at the junction between the road to New Mills and the track down to Strines Station. It is property no. 31 on the 1841 title apportionment, owned by Wilbraham Egerton and occupied by Samuel Howard. The name "peck field or fields" in D185/3 can be identified with the names Nearer, Little and Further Pack field in the title apportionment.

The Rideing or Ridding

This name seems now to be unknown. We very tentatively identify the property with Brow Farm (SJ993855) though perhaps not the present building. The evidence is as follows:

Brow Farm was owned by Samuel Egerton by 1778 - see reference 9. The occupier of "the Rydeing" in 1747 was Edward Brocklehurst (see document D185/4) : in 1828 the occupier of Brow Farm was John Brocklehurst - see §3.15 of 11. The field-names in D185/3 include "the field at the door of the messuage" and "the farther field" : in the 1841 title apportionment the field-names for Brow Farm include "Door field" and "Further field". Admittedly this evidence is far from conclusive.

The earliest known reference to the "Riding" is in 1663 - see 10.

Reddishaw Tenement

Presumably this is Reddishaw Farm (SJ995870). On the 1841 tithe apportionment it is property no. 595 owned by Wilbraham Egerton and occupied by Jesse Wild. However the field-names in 1841 are quite different from the field-names in D185/3.

Bower Tenement

This probably corresponds to what is now called "Bower House Farm" at Whitle, SJ999867. Wilbraham Egerton owned several houses and fields in this

immediate vicinity in 1841, according to the tithe apportionment. (Unfortunately, from the copy of the tithe map we are using we cannot tell whether this property included the present "Bower House Farm".) The property listed there as owned by Wilbraham Egerton and occupied by Ann Stafford includes "Meadow" and "Croft & part of Barn", fitting very well with the information given in D185/3.

Haighclough-bank

We tentatively identify this with "Clough Bank Farm" in Brookbottom, SJ987864. Apart from the similarity of name, the evidence is as follows.

Wilbraham Egerton owned the farm at this location in 1841 (property no. 40 on the tithe apportionment). The occupier of Haighclough-bank in 1728 and 1747 was John Massey (see D185/3 and D185/4) . On the tithe

apportionment "Massey field" occupies plots no. 38, 41 and 57 forming a field immediately alongside the farm at SJ987864. Finally, on the 1851 census returns (see 12), an entry for "Upfield

Hague Clough" appears immediately after the entries for Brookbottom followed by entries further north, indicating perhaps the rough location.

Shaw lane Head

This house or farm was situated at SJ992869 (immediately to the west of Stony Piece Farm), but it has now disappeared. It is marked on the 1841 tithe map (at the end of a track from Shaw Farm) but is not marked on the 25-Inch ordnance survey map of 1880. The 1841 tithe apportionment shows that the property consisted of a house and 3 fields owned by Wilbraham Egerton and occupied by Thomas Burgess. The Burgess family are listed at Shaw Lane Head in both the 1841 and 1851 censuses - see 12.

Cat stone Tenement (Mellor)

Presumably this is the same as "Capstone", SJ984870.

Downes Tenement

We do not know the location of this property. But it was probably in Whitle like the rest of the Bowden Middlecale part of the Stafford estate. The field-name "the Clough" in D185/3 could indicate that the property was in Brookbottom near "Haighclough-bank" (see above). The surname Downs or Downes occurs in many old documents referring to people living in various parts of the New Mills district.

Swindells Tenement or The Peirces (Marple)

Presumably this is the same as Peeres' cottage(s) at SJ971862, which, according to the plaque over the door, was built by Peeres Swindells in 1694 (see the Marple to New Mills section of 13).

The Shaw (Mellor)

No doubt this is Shaw Farm, SJ990866.

Birchinough fields (Mellor)

Presumably these are near Birchenough, SJ990880.

Cobshurst

Presumably this is the same as Cobsters, SK005870. The name "Cobshurst" was used in 1780 to describe property owned by Thomas Beard -see 5. But the 1841 tithe apportionment uses the name "Cobster's Farm" for property (no. 692) owned by Rev. James Beard. Since Rev. James Beard was son and heir of Thomas Beard (see document SS12/2), it is likely that the two names refer to the same property.

Arnfield Pole

This was a boundary mark referred to in several old documents such as 14, 15 and 16. There is a widely accepted belief that it was located at SJ998882 (Jordan Wall Nook or Six Lane Ends). This suggestion was made by

J.C. Cox in 1904 (see 17), and the idea has since been repeated by other authors. We disagree with this location. It seems most likely to us that the correct location is further south, at SJ998877, the north-west corner of Broadhurst Edge wood.

The main evidence is provided by 16 which contains a clear statement that the pole is on the boundary between Whitle and Thornsett and also on the boundary between Thornsett and Mellor. Only SJ998877 will fit. This location is corroborated by

other evidence, but this is not the place to argue the matter in further detail.

Land described in D185/6

The boundaries of the plot are described in the document by reference to "the Stone Cross" and "Arnfield Pole" (see above). The plot is described as adjoining Mellor Moor and formerly part of the King's share of White commons.

The distribution of the King's and Tenants' share of White commons is shown in 15 and clarified by the 1828 enclosure award concerned with the division of the Tenants' share - see 11.

A likely stone cross is the one whose remains are located at SJ992875. Consistent with all the evidence would be a plot on the east side of the cross, having the boundary with Mellor as its north-west boundary. Very possibly it was plot no. 612 on the 1841 tithe apportionment, called "Stones Cross piece" and owned by Wilbraham Egerton.

There are 6 documents in the set, numbered D185/1-6.

/1 28 Mar., 8th George II [1735] **Exemplification of Recovery.**
At Chester, before the Honourable John Verney, Esq.
Demandant: John Birtles.
Tenants: Thomas Tagg, and Nathaniel Barber, gent.
1st Vouchee: John Stafford, gent, (by Thomas Gorst and Smith Kelsall his attorneys). 2nd Vouchee: James Roxbrugh (who made default).
1 messuage, 20a. of land, 10a. of meadow, 20a. of pasture, commons of pasture and turbary, in Marple.

/2. 16 Aug. 1736. **Power of Attorney** by Captain Stafford.

John Stafford of Strands [Strines], co. of Derby, Esq., appoints his brother Rev. James Stafford of Penkeridge, co. of Stafford, clerk, as his attorney, empowering him to let all or any part of his real estate in the counties of Derby and Chester, to receive rents from present and future tenants and make distress or prosecute in default of payment, to contract for the sale of all or any part of the estate and receive the consideration money, to settle any of his unsettled accounts, and to substitute any other attorney(s) for any of these purposes.

Witnesses: M. Kent; P. Stafford.

On reverse, but crossed through:-

18 Dec. 1746. James Stafford of Penckridge, sole attorney of John Stafford of Strands, transfers to James Ridgeway of Gawstey low, co. of Derby, gent., his powers to collect rents from John Stafford's tenants in the counties of Derby and Chester, and to make distress in default of payment.

Witnesses: Tristram Ridgeway; Mary Ridgeway,

/3 23 March 1738. **Release of Equity of Redemption.**

Parties: (1) John Stafford of London, merchant, eldest son and heir of Anthony Stafford, late of Strains Hall [Strines Hall], par. of Glossop, gentleman, deceased, by Elizabeth his wife; (2) John Hanbury of London, merchant.

Whereas:

2 Dec. 1728. Mortgage. James Ashtenhurst of Parkhall, co. of Stafford, Esq., and Benjamin Parker of Derby, Esq., (both since deceased), demised to Thomas Birtles:-

The capital messuage called Strains Hall in Bowden middle cale, inhabited by Anthony Stafford, gentleman, with its closes in Bowden middle cale in tenure of Anthony Stafford, i.e. the nearer Wheatcroft, the farther Wheatcroft, the Barn field, the upper barn field, the broad field, the upper Wharf, the lower

Knives Eaves or Eyes, the Knives Eye Meadows, the upper Knives Eaves or Eyes, the farther Wharf, the great Wood, the farther rid or ridding, the nearer rid or ridding with the wood at the lower ends thereof, the Horse close, the fallen trees, and the fallen trees wood; also the messuage called Gillbury Gate or Gilbody Gate in Bowden middle cale, inhabited by John Clayton, with its closes in Bowden middle cale in the tenure of John Clayton, i.e. the croft lying against the house, the peck field or fields, the fallen trees meadow and the fallen trees meadow wood; also the messuage called the rideing or ridding in Bowden middle cale, inhabited by Elizabeth Wild, with its closes in Bowden middle cale in the tenure of Elizabeth Wild, i.e. the field at the door of the messuage, the farther field, the half day work, and the Meadow together with the little house and the adjoining croft; also the messuage called Reddishaw Tenement in Bowden middle cale, inhabited by Ann Beard, with its closes in Bowden middle cale in the tenure of Ann Beard, i.e. the Meadow, the Intack, the upper Radishaw Field, the kerchief-nook, the lower Raddishaw Field, the lower Bent and the upper Bent; also the messuage called Bower Tenement at Whitle, inhabited by John Bower with its closes in the tenure of John Bower, i.e. half of the fold (as it was then divided), the croft above the Barn, the nearer field, the further field and the Meadow; also the dwellinghouse and the meadow thereto belonging called Haighclough-bank, in Bowden middle cale, in possession of John Massey; also the messuage called Shaw lane Head in Bowden middle cale, inhabited by Samuel Howard, with its close called the Grubber Meadow as it was then divided, in the possession of Samuel Howard.

Term: 500 yrs. Peppercorn rent. Proviso for redemption on payment of £1567-10s. to Thomas Birtles.

Whereas:

12 March 1734. Indenture [mortgage]. Parties: (i) - (1); (ii) said Thomas Birtles of Leek, button merchant; (iii) Andrew Birtles of Stafford, cheesemonger.

Reciting: the sum of £1567-10s. was not paid, and the equity of redemption then belonged to (i).

Also reciting that (i) borrowed a further sum of £200 from (ii), secured by a mortgage of 12 Feb. 1728 in which (i) demised to William Cent of Leek, gentleman, as trustee for (it), the same premises for a term of 500 yrs.

Also reciting: (ii) lent to (i) sundry sums of money towards repayment of the mortgages for £1500 and £200; and (ii) received several sums from the rents and profits of the estate. On account drawn up between (i) and (ii), (i) owed £2138-17-3¼ to (ii).

Witnessed: in consideration of £2138-17-3i and £261-2-8¾ by (ii) to (i), totalling £2400, (i) released to (iii) and heirs for ever, in trust for (ii), the same premises and also for further security:-The messuage called Catstone Tenement in Mellor, with its closes, in the possession of William and Anthony Stafford, i.e. the Croft in which the house stands, and the Croft or Little Meadow below the house; also the messuage called Downes Tenement in Bowden Middlecale, with its closes, in the possession of Robert Swindells, i.e. the Nearer Croft, the Further Croft, and the Clough; also the messuage called Swindells Tenement or the Peirces, in Marple, in the holding of John Smith.

Proviso for redemption on payment of £2400 by (i) to (ii).

Whereas: (1) owes £1000 to (2) by a bond of 7 April 1735, and also owes him £600, and has agreed to release to (2) his equity of redemption in the premises.

Now this indenture witnesseth:-

(1) releases to (2) and heirs for ever the said equity of redemption.

Proviso for redemption on payment of £1000 and £600 by (1) to (2).

Witnesses: Andrew Smith; Thos. Nobbs.

/4 4 June 1747. **Bargain and Sale.** Enrolled in the Court of Chancery 25 Aug. [1747].

Parties: (1A) John Stafford, Esq, (eldest son and heir of Anthony Stafford late of Strains Hall, deceased, by Elizabeth his wife), and (1B) Elizabeth Stafford, widow of Anthony Stafford; (2) Samuel Egerton of Tatton, co. of Chester, Esq.

Consideration: £4836-7-10³/₄ by (2) to (1A) and (1B). (1A) and (1B) bargain and sell to (2):-

The capital messuage called Strains Hall, formerly inhabited by Anthony Stafford, now by Matthew Priestnell; the messuage called Gilbury Gate or Gilbody Cate, formerly inhabited by John Clayton, now by Samuel Howard; the messuage called the Rydeing or Ridding, formerly occupied by Elizabeth Wild widow, now inhabited by Edward Brocklehurst; the messuage called Reddishaw Tenement, formerly held by Anne Beard, now by Peter Wild; the messuage called Bower Tenement, formerly occupied by John Bower, now by Peter Wild; the dwellinghouse, with its meadow, called Haighclough Bank, occupied by John Massey; the messuage called Shaw lane head, with the close called the Grubber Meadow, formerly held by Samuel Howard, now by John Hadfield; the messuage called Catstone tenement, occupied by William and Anthony Stafford; the messuage called Downs's tenement, formerly held by John Clayton, now by Samuel Howard; the messuage called Swindells tenement or the Peirses, formerly occupied by John Smith, now by Matthew Priestnell; the capital messuage called the Shaw, in Mellor, formerly occupied by Anthony Stafford, now by Edward Pickford; the lands called the Birchinrough fields, in Mellor, and the Cobsthurst in Bowden Middlecale, in the occupations of -----, and all other messuages and lands of (1A) and (1B) in Bowden Middlecale, Mellor and Marple, or elsewhere in the counties of Derby and Chester. To (2) and heirs for ever.

In margin: 5 June 1747. This deed acknowledged to be duly executed by (1B) before J. Mills, Master Extraordinary in the Court of Chancery.

Endorsed. Memorandum: Agreed, before execution of the indenture by (1A), (1B) and (2), that the grant shall not include Birchinough Fields and Cobsthurts (these having been sold and conveyed away by (1A) and (1B)).

Witnesses: J. Mills; Thos.Gent [Gont?].

/5 5 June 1747. **Assignment of 2 terms of 500 yrs.**

Parties: (1A) Thomas Birtles of Leeke, button merchant, and (1B) William Gent of Leeke, gentleman; (2A) John Stafford, Esq., (eldest son and heir of Anthony Stafford, late of Strains Hall, deceased, by his wife Elizabeth), and (2B) Elizabeth Stafford, widow of Anthony Stafford; (3) Peter Legh of Lime, co. of Chester, Esq; (4) Samuel Egerton of Tatton, Esq.

Whereas: 2 Dec. 1728, Mortgage [see /3, but Ashenhurst, not Ashtenhurst] .

Whereas: 12 Feb. 1728, Mortgage [see /3],

Whereas:

12 Mar. 1734. Indenture. Parties:(i) Francis Ashenhurst, clerk, and Nathan Sutton, gentleman; (iia) - (2A), and (iib) Anthony Stafford (second son of Anthony Stafford deceased); (iii) - (1A).

(i) at the direction of (iia) and (iib) demised to (iii) one-fifth of the capital messuage called the Shaw, in Mellor, then in the possession of Anthony Stafford the father, with its closes in Mellor and Bowden Middlecale in the possession of Anthony Stafford the father, i.e. the Barn Flatt, the Calfcroft adjoining, the Patch, the Longshutt, the Highfield, the Rands, the Burnt house field, the Row, the Summer work, the Green croft, the Bent meadow, the Great meadow, the little meadow, the marld

Earth, the Highest or Highmost piece, the Coal pitt field, and the lower Common Piece.

Term: remainder of 500-yr term (which by 29 Nov. 1728 indenture was limited to (i) after the death of Anthony Stafford the father, for raising £1000 for the portions of his younger children). Proviso for redemption on payment of £200 by (iia) to (iii).

Whereas:

10 Sept. 1739. Indenture, Parties: (i) the said Francis Ashenhurst and Nathan Sutton; (iia) and (iib) - (2A) and (2B); (iii) James, Edward and Priscilla Stafford (three of the younger children of Anthony Stafford the father and his wife Elizabeth); (iv) = (1A).

(i) (by direction of (iia), (iib) and (iii)) demised to (iv) for the remainder of the 500-yr term:- three other fifth parts of the Shaw, with the said lands, for the remainder of the said 500-yr term. Proviso for redemption on payment of £600 by (iia) to (iv).

Whereas:

10 Sep. 1739. Indenture. Parties: (i) = (2A); (ii) - (1A).

Agreement that Strains Hall and the other premises vested in (ii) for securing £2400 [see /3] (on which £2450 was then owed including interest) and the one-fifth and three-fifth parts of the Shaw vested in (ii) for securing £200 and £600 should be joint security on the sums owed, and that no part of the mortgaged premises should be redeemed until all the sums had been paid.

Whereas: £3648-10-9³/₄ is the sum owed by (2A) to (1A) on 4 June instant [1747].

Whereas: (4) has purchased from (2A) and (2B) the fee simple and equity of redemption of all the mortgaged premises along with other lands [see /4].

Now this indenture witnesseth;-

Consideration: the premises, and £3648-10-9³/₄ already paid to (1A) by (4) at the direction of (2A) and (2B).

(1A) and (1B) bargain and sell to (3):-

The said capital and other messuages and lands, formerly mortgaged to (1A) and (1B), for the remainder of the two terms of 500 yrs.

To (3) as trustee for (4) and heirs, to wait upon the freehold of the premises already conveyed to (4).

Witnesses: J. Mills; Thos. Gent [Gont?].

/6 18 Oct. 1768, **Conveyance**. [Marked "Not Executed."]

Parties: (1) Anthony Stafford of Penkridge, co. of Stafford, gentleman (eldest surviving son and heir of Elizabeth Stafford, late of -----, widow, deceased); (2) Samuel Egerton of Tatton Park, Esq.

Consideration: £40 by (2) to (1).

(1) grants to (2):-

The piece of common ground in Whitle and adjoining Mellor Moor, bounded as follows: beginning at the N.E. corner of John Hibbert's, late Joseph Hibbert's, new wall, thence in a straight line to the Stone Cross, thence in a straight line towards Arnfield Pole till it comes in a straight line with the E. side of John Hibbert's new wall, thence in a straight line till it joins the said wall; containing 2¹/₂a.; part of the King's part of the commons in Whitle Hamlet, granted (with other lands) by Thomas Eyre of Cray's Inn, London, Esq., to James Chetham of Tarden and by him to Anthony Stafford of Shaw, greatgrandfather of John Stafford, deceased, and of (1), and conveyed by John Stafford to the said Elizabeth Stafford; formerly in the occupation of the said John Stafford and one Tristram Stafford, late in the occupation of the said Elizabeth Stafford, and now in the occupation of (1).

To (2) and heirs for ever.

Witnesses: William Norris of Rudgely, victualler, and John Hyde.

D227, House in New Mills, with reference also to Schofield's (Torr) Mill and Hollinwood, Bugsworth. 1764-1858.

The house referred to was apparently no. 411 on the 1841 tithe apportionment and map, then owned by Samuel Schofield and occupied by James Clayton. It was situated between High Street and Bankside (at SK001858), but has now been demolished along with the other property in the vicinity. The deeds also refer to Torr Mill and the cottages near it (295-297 in the tithe apportionment). The mill was destroyed by fire in 1912 although some of the ruins remain. The cottages have been demolished. (For further information about Torr Mill see 2.)

There are 7 documents in the set, numbered D227/1-7.

/1 15 & 16 Feb. 1764. Lease and Release.

Parties: (1) Jervas Wyld of Heafield, par. of Glossop, mason; (2) Robert Stafford the elder of Beardhough within Whittle, yeoman.
Consideration: £7-15-0 by (2) to (1).

(1) grants to (2) :-

Messuage at a place called the New Mill within Whittle, now in the occupation of John Bowers.

To (2) and heirs for ever.

Free from encumbrances except an annual fee farm rent of 1s., payable to heirs of John Taylor, deceased, and a mortgage of £25 from (1) to Edward Bennet of Kinder.

Signature: Jarves Wild.

Witnesses. Robt Hardey; Sarah Barton.

/2. 22 & 23 Jan. 1772. Lease and Release.

Parties: (1) Robert Stafford the elder of Beardhough, yeoman (2) John Barns of Tortop, par. of Glossop, paper maker.

Consideration: £33 by (2) to (1).

(1) grants to (2) : -

Messuage at New Mill, now in the occupation of John Bowers.

To (2) and heirs for ever.

Free from encumbrances except the fee farm rent as in /1 .

Witnesses: James Goddard; Geo. Higenbottam.

/3 28 Dec. 1826. **Copy of Will.**

Testator: Samuel Schofield of Warksmoor House within Disley, cotton spinner, being in a poor state of health.

To wife Ann : his stock of provisions, wines and spirits, and his apparel, absolutely; Warksmoor House and contents, and 2 cows of her choosing, during her life, free from the ground rent; rents and profits of a messuage at New Mills, now in the occupation of James Wild, during her life; and 3 annuities, viz. £20 charged on testator's mill, warehousing and cottages in New Mills, £50 on his messuages in Manchester, and £20 on his leaseholds in Ashton under lyne.

Warksmoor House and outbuildings etc., as described in the original lease, and contents, to son Robert, subject to life interest of testator's wife and payment of the ground rent during her life. The messuage at New Mills to sons Robert, John and Samuel, as tenants in common, after death of wife. To sons Robert, John and Samuel: testator's cotton mill in New Mills with warehousing, waterwheel, mill gearing, right of water, machinery, blacksmith's shop, the 12 cottages near the mill, and the farm occupied by him with the fanning stock (including the 2 cows after the death of his wife); to hold as tenants in common, with the wish that they become co-partners as cotton spinners and employ the mill in carrying on the same trade, subject to payment of the £20 annuity to his wife, payment of the ground rents, and payment for the use of water belonging to the mill; also his 4 messuages in Turner St. and 1 messuage in Back Turner St., Manchester, subject to payment of the £50 annuity to his wife and of the ground rent.

To son-in-law Thomas Slack, during his life, testator's 2 leaseholds in Ashton under lyne, held under the Earl of Stamford and Warrington, subject to payment of the £20 annuity to his wife and the lord's rents; after the death of Thomas, to his wife Martha (testator's daughter) during her life, and after her death to her children; if no children, or if none survive to age 21, to testator's sons Robert, John and Samuel.

Executrix: wife Ann. Executors: sons Robert and John.

Witnesses: Richard Bennett; John Beard; John Summerscales.

/4 1 & 2 January 1833. **Copy of Lease and Release.**

Parties: (1A) Robert Schofield of New Mills, cotton spinner, and (1B) John Schofield of New Mills, cotton spinner; (2) Samuel Schofield of Manchester, calico printer; (3) William Harding of Manchester, calico printer.

Purpose: partition of certain estates of Samuel Schofield, deceased, father of (1A), (1B) and (2).

Whereas: extracts from /3 [but dated 28 Nov. 1826] concerning the messuage in New Mills, the (leasehold) cotton mill and 12 cottages in New Mills, and the messuages in Manchester.

Whereas: testator died in May 1830 and his will was proved at Lichfield and Coventry 23 Dec. 1830 by (1A).

Whereas: on valuation of the freehold and leasehold estates for facilitating a partition, (1A), (1B) and (2) have agreed that (1A) and (1B) shall have the cotton mill and the warehousing and cottages near it, in New Mills, with the land on which they are built (which hereditaments were demised for 970 yrs by 22 June 1804 lease from Randle Taylor to Samuel Schofield the testator); and that (2) shall have the messuage in New Mills and the messuages in Manchester; and that (2) shall receive £580 from (1A) and (1B) for equality of partition.

Whereas: 2 Jan. 1833, Assignment. Parties: (i) — (2); (ii) - (1A) & (1B); (iii) John Beard. Residue of 970-yr term assigned to (ii).

Witnesseth: (1A), (1B) and (2) grant to (3):-

The messuage in New Mills, formerly in the occupation of John Bowers, late of James Wild, and now of Rebecca Wild (formerly the estate of Jervas Wyld, and ultimately vested in Samuel Schofield the testator); messuage and shop on southerly side of Turner Street, Manchester, at easterly corner of Red Lion St. (formerly called Half Moon St.) with 2 messuages adjoining them on easterly side of Red Lion St., and a messuage at the back of these premises, fronting into Church Lane (formerly called Wood's Alley), formerly in the occupation of James Manchester, William Crossley, Edward Hartley and ----, now of James Johnson, Chas. Holt, Joseph Barnett and Alice Hancock; also a messuage on southerly side of Back Turner St., Manchester, at the corner of John St., formerly occupied by Samuel Smith, afterwards by John Hall, now by John Culcheth.

To (3) and heirs, in trust for (2) and heirs for ever. Subject, as to the messuage in New Mills, to the life interest of the widow of Samuel Schofield the testator, and the yearly rent of 1s. to the heirs of John Taylor, deceased; subject, as to the 4 messuages in Turner St., Manchester, to the yearly chief rent of £2-7-1d reserved In 26 June 1765 release from Joseph Wood to Thomas Adshead; subject, as to the messuage in Back Turner St., to the yearly chief rent of 17s-9d reserved in 26 June 1772 release from Thos. Bound and wife Sarah to Betty Cradock; and also subject to the payment of the yearly sum of £26-13-4d to testator's widow Ann Schofield during her life, as (2)'s share of the £50 annuity payable under testator's will.

Covenant that (1A) & (1B) will pay the yearly sum of £23-6-8d as the balance of the £50 annuity.

Witnesses: Thos. Mortimer; J.B. Vickers.

/5 27 Nov. 1838. **Copy of Articles of Agreement.**

Parties: (1A) John Lowe of New Mills, labourer, and Joseph Lowe of Horridge, co. of Derby, labourer (only children of James Lowe, one of the brothers of Joseph Lowe the elder, late

of Hollinwood, co. of Derby, yeoman, deceased), (1B) Thomas Lowe of Elibank within Disley, publican (one of the children of Peter Lowe, another of the brothers of said Joseph Lowe), and (1C) John Coates of New Mills, butcher, James Sidebotham of New Mills, labourer, and Elizabeth his wife, Thomas Horsefield of Chorlton upon Medlock, mechanic, and Hannah his wife (which John Coates, Elizabeth Sidebotham and Hannah Horsefield are the 3 children of Joseph Coates and of Ann his wife who was one of the sisters of said Joseph Lowe); (2) James Meadows of Manchester, gentleman (agent for the Company of Proprietors of the Peak Forest Canal).

Whereas: by his will 10 Mar. 1824 Joseph Lowe deceased devised his Hollinwood Estate in Bugsworth and his personal estate to his exors. Samuel Handford, William Willott and George Heathcote, in trust to sell his personal estate (except some furniture given to his wife); to his wife Ann he devised an annuity of £25 as long as she remained single, or £5 if she re-marrled, payable from rents and profits of his Hollinwood Estate, also a dwellinghouse situate at S.E. end of testator's dwellinghouse.

Exors to set [i.e. lease?] the Hollinwood Estate to pay the annuity, legacy and debts If personal estate be insufficient; after re-marriage or death of Ann Lowe, exors. to sell the Estate and timber by auction, also the house given to Ann Lowe for life; from the money arising, testator devised £300 to Edward Sharpley, yeoman, and residue of money in equal shares to children of testator's brothers and sisters James, Peter, Elizabeth and Ann. Will proved 2 April 1825.

Whereas: Ann Lowe, widow of testator, is sti11 living and unmarried.

Whereas: (1) have stated to (2) that the children of James, Peter, Elizabeth and Ann are 12 in number, and that (1 are collectively entitled to 6 of the 12 shares of the Hollinwood Estate & personal estate of Joseph Lowe, deceased.

Consideration: £300 already paid by (2) to (1), and also £500 (the residue of the purchase money of £800) to be paid on execution of the conveyance.

(1) agree with (2) that, within 3 months after the death of Ann Lowe, they will convey to the Peak Forest Canal Company their 6 undivided shares in the Hollinwood Estate and the proceeds of the sale thereof, and in all other estate and effects of Joseph Lowe.

Witnesses: Geo. Pearson, cashier to said Company; Wm.

Vaughan, solicitor, Stockport; Robert Knight, clerk to the Ashton Canal Co.

/6. 11 May 1852. **Conveyance.**

Parties: (1) Samuel Schofield, late of Manchester, calico printer, now of Oldham, gentleman; (2) William Harding of Manchester, calico printer; (3) John Coates of New Mills, butcher.

Whereas: extract from /3 [dated as in /4] concerning the messuage in New Mills.

Whereas: extract from /4 concerning release of said messuage to (1).

Whereas: Ann, widow of Samuel Schofield the testator died 5 Mar. 1840. Consideration: £75 by (3) to (1).

(2), by the direction of (1), and (1), grant to (3)

The messuage at New Mills, formerly in occupation of John Bowers, late of James Wild, then of Rebecca Wild, and now of John Beard the elder, shopkeeper.

To (3) and heirs for ever (subject to the annual rent charge of 1s. payable by 19 Feb. 1754 indenture to John Taylor and heirs for ever).

No wife of (3) to be entitled to dower out of the premises.

Witness: Robert Ratcliffe, New Mills.

/7 3 Dec. 1858. **Probate Copy of Will** of 5 June 1858.

Testator: John Coates of New Mills, butcher.

To wife Elizabeth Coates: rents and profits from testator's cottage houses in New Mills, now in the tenancies of John Beard, John Taylor and Joseph Wyatt, also rent of testator's residence if she chooses to go out of it, together with his money and the use of his household goods (except the butcher's shop) so long as she remains his widow; in case of her re-marriage, the sum of 5s. and her former income shall cease. On death or re-marriage of wife, said 4 cottage houses and the residue of real and personal estate to be equally divided between testator's children James Coates and Elizabeth Coates and heirs; cottages may be sold by auction and the money divided equally. To testator's son James Coates, the business of butcher and the materials connected with it. If testator's son and daughter both die, leaving no issue, the 4 cottages to be divided equally, on the death of testator's wife, between testator's brothers-in-law Henry Johnson and Joseph Johnson and his nephew James William Wyatt, except for £10 each to Joseph Hulms and Mary Clayton, to be paid off the cottages. Executors: wife Elizabeth, son James, and brother-in-law Henry Johnson.

Witnesses: Joseph Shallcross; William Pott.

Certificate attached. John Coates died 14 Sept. 1858 at New Mills. Will proved at Derby 3 Dec. 1858. Administration granted to Elizabeth Coates, widow of deceased, James Coates, butcher, the son, and Henry Johnson, block printer, all of New Mills, the exors. Sworn under £200.

References

(Abbreviation ; NMLHS denotes New Mills Local History Society.)

Tithe Commissioners' map and apportionment for Beard, Ollerset,

Whittle and Thornset, 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 been published by NMLHS as "New Mills in 1841" (map) and "The New Mills Tithe Award" by Ron Weston (New Mills History Notes No.9). Photocopies of the complete map and award are in NMLHS archives, D151.

2. "The Mills of New Mills" by John V. Symonds (New Mills History Notes No.4).

3. "Deeds of New Mills and District" by R.M. Bryant and Eileen Miller (New Mills History Notes No.10).

4. Will of Thomas Bower of Tortop, 28 May 1730. Copy at the Lichfield Diocesan Record Office. Photocopy in NMLHS archives, D203/3.

5. "Bowden Middlecale, The Occupants of the Land 1778-1811" by " C.T. Bowden (New Mills History Notes No.16).

6. "The Coal Mines of New Mills" by Derek Brumhead (New Mills History

Notes No . 15) .

7. Catalogue entry for document 98M/E1 at Derbyshire Record Office.

8. Catalogue entry for document 98M/E2 at D.R.O.

9. Catalogue entry for documents 98M/E3-12 at D.R.O.

10. Catalogue entry for document D2856 Z/3/1 at D.R.O.

11. "Whitle Enclosure" by R.M. Bryant (New Mills History Notes No.3).

12. Census enumerators' returns for Beard, Whitle, Ollersett and Thornsett, 1841-1881, at Public Record Office. Microfilm copies at New Mills Public Library.

13. "The Peak Forest Canal : Upper Level : Towpath Guide" by Olive Bowyer (New Mills History Notes No.11).

14. Map of "Mellore More and the Comons thereunto belonging" [1639?].

Public Record Office, MPC 20. Photocopy in NMLHS archives, D295/2.

15. Copy of a map of divisions of wastes and commons in Beard, etc., by Hibbarte and Barton, 1640. Public Record Office, MPC 72(2). Photocopy

in NMLHS archives, D128/2.

16. Report (letter and map) of a survey of land in Thornsett by Edward Lingard, 1695. Public Record Office, MPC 10. Photocopy in NMLHS

archives, D 295/3.

17. "Early Crosses in the High Peak" by J.C. Cox in *Athenaeum*, July 1904, quoted by J.H. Swann in "Glimpses of Mellor" (repr. 1972), pp. 17-18.