

This indenture make the first day of May one thousand nine hundred and twenty three **between** Martha Elizabeth Potterton of Southville Aldeburgh in the County of Suffolk Widow and William Parker of 5 Norfolk Street in the City of Manchester Solicitor (herein after called "The Vendors") of the first part John Hart of Polefield Cottage Cloughfold in the County of Lancaster Bookkeeper of the second part Edmund Ashworth of Johnny Barn Farm Cloughfold in the County of Lancaster aforesaid Farmer of the third part and William Spence of Springhill Farm Cloughfold aforesaid Farmer (hereinafter called "the Purchaser" of the fourth part **Whereas** by an indenture (hereinafter called "the said Settlement") dated the thirteenth day of June on thousand eight hundred and seventy seven and made between Robert Charles Turner of the first part Elizabeth Ann Ashworth of the second part and Charles Patrick and Henry Hargreaves Bolton (hereinafter called "the then trustees") of the third part certain hereditaments lands and premises were assured unto the then trustees upon and for the trusts in and by the said Settlement declared and contained and the said Settlement contained a covenant by the said Robert Charles Turner and Elizabeth Ann Ashworth for the settlement of after acquired property as therein mentioned such property to by held by the Trustees upon trust for sale as therein mentioned and so that the trustees selling the same might execute assurances give effectual receipts for the purchase money and do all other acts and things for completing any such sale which they might think proper **And whereas** by a Surrender dated the eleventh day of August one thousand eight hundred and ninety nine made in pursuance of a covenant contained in an Indenture therewith and made between Henry Hargreaves Bolton of the first part Clement Molyneux Royds and John Bolton of the second part Mary Alice Law of the third part John Hargreaves Law of the fourth part Elizabeth Ann Turner of the fifth part Robert Charles Turner of the sixth part the said Clement Molyneux Royds and Mary Alice Law of the seventh part and the said Clement Molyneux Royds and John Whalley of the eighth part (upon which Admittance was duly granted the seventeenth October one thousand eight hundred and ninety nine) all these the messuages lands and hereditaments more particularly described and Nod 1 in the first Schedule hereunto annexed were duly surrendered to the use and behoof of Mary Alice Law her heirs and assigns by and under the rents sails and services therefore due and of right accustomed according to the custom of the Manor of Accrington New Hold upon the trusts and with and subject to the powers and provisions applicable thereto by virtue of the said Settlement **And whereas** by a Surrender dated the twenty second day of April one thousand eight hundred and seventy nine in pursuance of a covenant contained in an Indenture of even date therewith made between Robert Rockcliffe of the first part Francis Hugh Rockcliffe of the second part the said Robert Rockcliffe and Francis Hugh Rockcliffe of the third part and Charles Patrick of the fourth part (upon which Admittance was duly granted the same day) All those the closes of land and hereditaments secondly and thirdly described in the said first Schedule hereunto were surrendered to the use and behoof of the said Charles Patrick his heirs and assigns for ever according to the custom of the said Manor **And whereas** by a Surrender dated the thirtieth day of August one thousand eight hundred and seventy nine in pursuance of a covenant contained in an Indenture of even date therewith and made between John Clare Cunliffe of the one part and the said Charles Patrick of the other part (upon which Admittance

Janet Barrie 29/1/12 20:57

Comment [1]: Margin notes by solicitor!

Janet Barrie 29/1/12 20:57

Comment [2]: No 1 in first schedule to Alice Law

Janet Barrie 29/1/12 21:09

Comment [3]: Secondly and Thridly to Charles Patrick

was duly granted the fourteenth October one thousand eight hundred and seventy nine) the close of land fourthly described in the said first Schedule (with other hereditaments) surrendered to the use and behoof of the said Charles Patrick his heirs and assigns for ever according to the custom of the said Manor **And whereas** by Surrender dated the eighth day of May one thousand eight hundred and eighty four in pursuance of a covenant contained in an Indenture of even date therewith and made between Ann Oldham of the first part Edward Ramsbottom of the second part Elizabeth Ann Turner of the third part and the said Charles Patrick and Henry Hargreaves Bolton of the fourth part (upon which Admittance was duly granted the twentieth May one thousand eight hundred and eighty four) the close of land and hereditaments fifthly described in the said first Schedule were surrendered to the use and behoof of the said Charles Patrick and Henry Hargreaves Bolton their heirs and assigns according to the custom of the said Manor upon the trusts and subject to the powers and provisions applicable thereto by virtue of the said Settlement **And whereas** by divers means assurances surrenders acts in the law and events and ultimately by three several Surrenders all dated the second day of October one thousand nine hundred and fifteen duly passed and executed by Cottingham Greaves Johnson and the said Martha Elizabeth Potterton (upon which Admittance was duly granted the nineteenth day of October one thousand nine hundred and fifteen) All the above mentioned hereditaments were surrendered to and became vested in the Vendors their heirs and assigns for ever according to the custom of the said Manor upon the trusts and with and subject to the powers and provisions applicable thereto by virtue of the said Settlement **And whereas** the Vendors have agreed with the Purchaser for the sale to him of the hereditaments hereinafter described for the sum of one thousand nine hundred pounds **And whereas** the documents of title specified in the fourth and fifth Schedules hereunto annexed which relate to the hereditaments hereby covenanted to be surrendered and other hereditaments and in the possession of the said John Hart and Edmund Ashworth respectively and they have at the request of the Vendors agreed to join in these presents for the purpose and in manner hereinafor appearing **Now this Indenture witnesseth** that in pursuance of the said agreement and in consideration of the sum of one thousand nine hundred pounds on or before the execution of these presents paid by the Purchaser to the Vendors (the receipt whereof the Vendors hereby acknowledge) the Vendors as Trustees in execution of the trust for sale conferred upon them by the said Settlement and of every other power them hereunto enabling do hereby covenant with the Purchaser that they the Vendors and all other necessary parties will forthwith at the cost of the Purchaser surrender into the hands of the Lords of the said Manor according to the custom thereof **All** and singular the plots of land messuages dwellinghouses and hereditaments more particularly specified and Nod 1,2,3,4 and 5 in the said first Schedule hereto and more particularly as delineated with the abutments and boundaries thereof in the plan Nod1 annexed to these presents and thereon edged red And also All that Tank used for the purpose of collecting and storing water situated on or in adjacent land of the Vendors known as Saunder Height delineated and shewn in the plan Nod II annexed to these presents and also all pipes valves and wells with any heels or exections used in connection (herewith situate) and being between the said Tank and Edge Lane at the point marked R in the said plan II and situate in

Janet Barrie 29/1/12 21:09

Comment [4]: Fourthly to Charles Patrick

Janet Barrie 29/1/12 21:13

Comment [5]: Fifthly to Charles Patrick and Henry Hargreaves Bolton

Janet Barrie 29/1/12 21:17

Comment [6]: All to Vendors by 3 Surrenders 2/10/1915

Edge Lane between the points marked R and S in the same plan and from the point marked S in through or under the hereditaments hereby covenanted to be surrendered And also (so far as the Vendors may have power to convey the same) the well pipes and valves used for the purpose of supplying water to the premises occupied by Mr Elijah Taylor shewn in such plan II And also the full and free right to take and use all water draining or coming into the said Tank situated in Saunder Height aforesaid and other the said wells hereby covenanted to be surrendered and thence by the said pipes hereby covenanted to be surrendered for all purposes for which the same has heretofore been used in connection with the said premises hereby covenanted to be surrendered but with no obligation to supply thereout any other persons or person other than hereinafter expressly mentioned And also full and free liberty for the Purchaser as heretofore enjoyed by the Vendors his heirs and assigns at all times and from time to time with or without workmen horses carts and vehicles to enter into and upon the said plot of land known as Saunder Height and the said Edge Lane for the purpose of taking up or relaying renewing repairing cleansing and amending the said Tank wells pipes and valves and exections connected therewith making good any damage to the surface caused by any such works And together also with full and free right at all times for the Purchaser his heirs and assigns owners of occupiers for the time being of the hereditaments hereby covenanted to be surrendered his and their tenants and workmen to pass and repass on foot over and along the road and garden land shown on the plan marked III annexed to these presents between the points marked B. C. D and E. thereon for the purposes of executing repairs to the Shippon or Farm buildings shown on such plan III and cleaning the windows therein along the line coloured blue and between the points marked C. D. and E. on such plan III Except nevertheless and reserving unto the Vendors their heirs and assigns owners for the time being of the hereditaments known as Polefield Cottage and No 3 Higher Cloughfold shown on such plan III and their tenants the exclusive use at all times of the closet in the yard and the gate marked F in such plan III and thereon coloured green with full and free right of access thereto along the road shown in the same plan between the points marked A. B. F. thereon the maintenance of and repairs to such closet being carried out by the parties using the same And except also and reserving unto the Vendors and other persons last aforesaid and their tenants and servants the use (in common with the adjoining owners and occupiers) of the Croft at the rear of the cottages numbers 1, 2, 3 and 4 Higher Cloughfold shown on such plan III for the purpose of drying clothes And except also and reserving unto the Vendors and other persons last aforesaid and their tenants the exclusive use of the huo coal and ash places situate on the said last mentioned Croft and coloured green on the said plan III with full right of access to and from the same at all times as shown on such plan such coal and ash places to be maintained and repaired by the parties using the same And except also and reserving unto the Vendors their heirs and assigns owners for the time being of Springhill House and other hereditaments on the southerly side of the road next hereinafter mentioned and their servants tenants and workmen full and free right at all times with or without horses cattle carts and vehicles to pass and repass over and along the road shown on such plan III between the points marked "A" and "B" thereon for the purposes of access and executing repairs And except also and reserving unto the Vendors their heirs and assigns owners for the time being of the

hereditaments Nod 1 and 3 Edge Lane aforesaid and their servants tenants and workmen full and free right at all times to pass and repass over and along such part of the land hereby covenanted to be surrendered as lies between the points marked X. Z. Z1. Z2 and Z3 on such plan III for the purposes of access and executing repairs to the outbuildings belonging to Nos 1 and 3 Edge Lane aforesaid and the retaining wall in the rear thereof making good any damage occasioned thereby And except also and reserving unto the Vendors their heirs and assigns all water rights (other than those hereinbefore specifically covenanted to be surrendered) hereto fore used or enjoyed in connection with the premises hereby covenanted to be surrendered or any part thereof to the intent that such rights shall henceforth be extinguished and that only such rights of water as are hereby specifically covenanted to be surrendered shall henceforth be used and enjoyed in connection therewith As to all the said premises **To the use** and behoof of the Purchaser his heirs and assigns for ever according to the custom of the said Manor by and under the yearly rents suits and services therefor due and of right accustomed but subject to all existing rights easements liberties and obligations relating to way light and drainage repair or maintenance now and affecting the same whether herein specifically referred to or not referred to and howsoever arising **And** the Vendors hereby declare that in the meantime and until the said hereditaments and premises shall have been surrendered pursuant to the covenant hereinbefore contained they the Vendors their heirs executors and administrators will stand seised or possessed thereof in trust for the Purchaser his heirs executors administrators and assigns **And** the Purchaser hereby covenants with the Vendors and their assigns that he the Purchaser his heirs and assigns will at all times hereafter continue to the said Elijah Taylor (so long as he is the occupier of the said farm and premises shown on the said plan II) the supply of water heretofore enjoyed by him at a yearly rental not exceeding five pounds per annum And will not do or suffer any act or thing whereby such supply shall be diminished or injuriously affected in any way And will at all times keep the valve well and pipes in connection with such supply in good and proper repair and condition And also that during any dry season the purchaser his heirs and assigns will by adjustment of the valve regulating such supply afford to the said Elijah Taylor (as long as aforesaid) his proper and fair proportion of the water flowing past his premises through the said pipes in Edge Lane or any pipes substituted therefor such proper and fair proportion to be decided in case of dispute by two arbitrators one to be appointed by each party or their umpire in accordance with the Arbitration Act 1889 or any statutory re-enactment or modification thereof for the time being in force **And** the Vendors hereby covenant with the Purchaser and his assigns that they the Vendors and their assigns will not at any time do or suffer any act or thing whereby the water for the time being collected or stored in the said Tank situated in Saunder Height shall be polluted or rendered unfit for the purposes for which it is at present used **And** the Vendors hereby acknowledge the right of the Purchaser to production of the deeds and documents specified in the second and third Schedules hereunto annexed and to delivery of copies thereof **And** the said John Hart (as to the deeds and documents specified in the fourth Schedule hereto) and the said Edmund Ashworth (as to the deeds and documents specified in the fifth Schedule hereto) hereby acknowledge the right of the Purchaser to production of the deeds and

documents specified in such fourth and fifth Schedules respectively and hereby undertake with the Purchaser for the safe custody of the same deeds and documents **In witness** whereof the said parties to these presents have hereinto set their hands and seals the day and year first before written

Martha Elizabeth Potterton
William Parker
John Hart
Edmund Ashworth
William Spence

The First Schedule above referred to

1. All those messuages dwellinghouses or cottages with the barn shippin and other outbuildings thereto belonging and the several closes or parcels of land belonging or near thereto situate at Cloughfold in the Forest of Rossendale and forming part of Springhill Farm as the same were (with other hereditaments) delineated and edged red in the plan drawn on the above mentioned Indenture of the eleventh day of August one thousand eight hundred and ninety nine being distinguished thereon by the several numbers and now known by the several names and descriptions namely Nos 4 and 5 Two cottages now known as Nos 1 and 2 Higher Cloughfold and occupied by the Purchaser and W Strallow respectively with the plot of garden land in front of the same (being part of the premises No 8 in the said plan) (Copyhold rent two pence) No 10 Whab Leach or Big Meadow and No 12 Farm Buildings including the building occupied by the Baptist Chapel and Trustees (Copyhold rent two shillings) No 11 Pepper Hill Meadow (Copyhold rent two pence) And also all that close of land called Balladen also part of such Farm and also delineated and edged red in the above mentioned plan (Copyhold rent Two shillings and four pence)

2. All that close of land situate at Cloughfold aforesaid within the said Manor and forming part of the said Farm and containing four acres and two roods or thereabouts and now known as Higher Cross Meadow and delineated and described and edged red in the plan endorsed on the above mentioned Indenture of the twenty second day of April one thousand eight hundred and seventy nine (Copyhold rent nine pence)

3. And also all that close of land situate at Cloughfold aforesaid (part of the said Farm) known as Calf Hey or Cross Meadow containing one acre and two roods or thereabouts and delineated and described in the said last mentioned plan and thereon edged blue (Cpoyhold rent eleven pence half penny)

4. All that close of land situate at Cloughfold aforesaid on the northerly side of the Newchurch Road and being also part of the said Farm (being part of a larger close called the Cross Meadow and containing two acres three roods and eight yards or thereabouts delineated and edged red in the plan drawn on the above mentioned Indenture of the thirtieth day of August one thousand eight hundred and seventy nine copyhold rent one shilling and three half pence

5.All that close of land formerly called Higher or Rough Calf Hey and now better known as Marl Pits situate at or near Cloughfold aforesaid and being also part of the said Farm Together with the two messuages or cottages and the Shippon barn and other buildings thereon which said close and premises contain in the whole three acres three roods and twenty eight and a half perches or thereabouts and which admeasurement includes a space of land seven feet wide on the north westerly side and extending in breadth from the centre of the present fence on that side of the said plot and extending in length from the Turnpike Road leading from Rawtenstall to Newchurch all along the fields and now or late belonging to James Rushton to the fence on the north easterly side thereof and which said close and premises are more particularly described and edged green in the plan drawn on the above mentioned Indenture of the eighth day of May one thousand eight hundred and eighty four (Copyhold rent three pence)

All which above mentioned premises firstly secondly thirdly fourthly and fifthly hereinbefore described and here by covenanted to be surrendered are with the abutments and boundaries thereof more particularly delineated and described in the plan marked 1 annexed to these presents and thereon coloured pink and edged red.

The Second Schedule above referred to

1877 June 13 **The** said Settlement above referred to

1890 March 29 Indenture of this date made between Robert Charles Turner and Elizabeth Ann Turner of the first part Henry Hargreaves Bolton of the second part Charles Patrick of the third part and Mary Alice Royds of the fourth part

1990 June 29 Indenture of this date made between Robert Charles Turner and Elizabeth Ann Turner of the first part Mary Alice Law of the second part and Cottingham Greaves Johnson and Martha Elizabeth Potterton of the third part

1915 April 21 Indenture of this date made between Elizabeth Ann Turner of the first part Cottingham Greaves Johnson of the second part Martha Elizabeth Potterton of the third part and William Parker of the fourth part

The Third Schedule above referred to

1879 October 14 Memorandum of Admittance of Charles Patrick to a close of land at Cloughfold known as Cross Meadow made upon a Surrender dated the 30th day of August 1879

1890 April 20 Memorandum of Admittance of Charles Patrick and Mary Alice Royds to certain hereditaments situate as Cloughfold and elsewhere (including the hereditaments fifthly described in the first Schedule hereto) made upon a Surrender dated the 29th day of March 1890

1896 April 21 Inquisition taken in the Court of the said Manor with regard to the properties of Charles Patrick deceased with Memorandum of Admittance of Mary Alice Law thereto on the same day

1915 October 19 Two Memoranda of Admittance of this date marked "B" and "C" respectively made upon the above mentioned Surrenders of the 2nd day of October 1915

The Fourth Schedule above referred to

Memorandum of Admittance dated the 17th day of October 1899 made upon the above mentioned Surrender of the 11th day of August 1899 to the use of Mary Alice Law

Memorandum of Admittance dated the 19th day of October 1915 and marked "E" made upon the above mentioned Surrender of the 2nd day of October 1915

The fifth schedule above referred to

1834 December 24 **Deed of Covenant** of this date made between William Thursby and Eleanor Mary his wife and Charlotte Ann Hargreaves and John Ashworth of the second part

1900 June 29 **Memorandum** of this date (also production of certain deeds) by Clement Molyneux Royds and John Whalley

(on new page, no heading, different hand)

Memorandum By a surrender dated the 8th day of April 1924 and made and passed by the within named William Spence and Annie Spence his wife a plot of land containing 680½ square yards or thereabouts with two cottages No 300 and 302 Marl Pits, Newchurch road and the shippon barn and other buildings adjoining thereto erected thereon (part of the premises fifthly described in the first schedule) was surrendered to the use of James Cowell his heirs and assigns for ever