

1936

ABSTRACT OF THE TITLE

Of

EDMUNT LEACH COMPSTON to freehold hereditaments and premises situate at Higher Cloughfold in the county of Lancaster.

As to All the Properties

1877 June 13

Stamp £24.5.0

(Abstract produced and examined at our office. Sutcliffe and Son, Solicitors, Rawtenstall 25 August 1936)

BY INDENTURE of this date made between Robert Charles Turner of Pimlico in the County of Middlesex Civil Engineer of the first part Elizabeth Ann Ashworth of Cloughfold near Newchurch in the Forest of Rossendale in the County of Lancaster Spinster of the second part and Charles Patrick of Cloughfold aforesaid Esquire and Henry Hargreaves Bolton of Newchurch aforesaid Gentleman of the third part

RECITING (inter alia) that a marriage has been agreed upon and was intended then shortly to be solemnised between the said Robert Charles Turner and the said Elizabeth Ann Ashworth.

AND RECITING that the said Elizabeth Ann Ashworth was seised of an estate of inheritance in fee simple in possession free from incumbrances in certain copyhold messuages farms etc.

AND RECITING upon the treaty for the said marriage it was agreed that the said hereditaments and also such other future property (if any) of the said Elizabeth Ann Ashworth as thereinafterin that behalf mentioned should be respectively settled upon the trusts and with and concerning the same

IT WAS WITNESSED that in pursuance of the said agreement and in consideration of the said intended marriage She the said Elizabeth Ann Ashworth with the privity consent and approbation of her said intended husband granted and conveyed unto the said Charles Patrick and Henry Hargreaves Bolton and their heirs.

THE hereditaments funds and premises therein mentioned

TO HOLD the said hereditaments and premises thereby granted or intended so to be with the appurtenances unto the said Charles Patrick and Henry Hargreaves Bolton their heirs and assigns upon and for the trusts intents and purposes and with under and subject to the powers provisions and declarations in the said indenture expressed of and concerning the same

AND IT WAS ALSO WITNESSED that in further pursuance of the said agreement and in consideration of the said intended marriage it was thereby agreed and declared that the said Charles Patrick and H.H. Bolton should stand possessed and seised of the trusts funds therein mentioned In Trust for the said E.A.Ashworth until the said intended marriage and from and after the solemnisation thereof UPON TRUST(inter alia) to pay to her the yearly rents and income of the said Trust property or allow her to receive the same during her life yet so that during coverture the same might be for her sole and separate use without power of anticipation

COVENANT by each of them the said R.C.Turner and E.A.Turner for himself and herself and his and her heirs executors and administrators with the said Charles Patrick and Henry Hargreaves Bolton their heirs executors administrators and assigns that if the said intended marriage should be solemnised all real and personal property to which the said E. A. Ashworth or the said R.C. Turner in her right should at any time during the said intended coverture become beneficially entitled whether in possession or reversion (except jewels trinkets ornaments of person plate linen china furniture pictures prints books and articles of a like nature which it was thereby declared should belong to the said E.A. Ashworth for her separate use and except also and legacy or other property not exceeding in amount or value £200 should so soon as circumstances would admit and at the cost of the trust estate be assured and transferred unto or otherwise vested in the trustees or trustee for the time being of the now abstracting Indenture Upon Trust that the said trustees or trustee should as such time or times and in such manner as they or he should think fit (but as to reversionary property not until it should fall into possession) sell or call in and convert into money such part or parts of the said property as should not consist of money or of stocks funds shares or securities of the nature thereafter authorised as investments and should stand possessed of such part of the said property as should consist of securities of the nature thereafter authorised as investments or of money uninvested and also of moneys to arise from such sale calling in and conversion as aforesaid Upon the trusts and with and subject to the powers and provisions thereinbefore declared and contained concerning the same and in the meantime and so long as any such property should remain unsold should pay the rents and income thereof to the persons or person and in the manner to whom the income of the said trust property should for the time being be payable under the trusts thereinbefore declared

PROVISO AGREEMENT AND DECLARATION that it should be lawful for the trustees or trustee for the time being of the now abstracting presents at any time or times at their or his discretion to dispose of either by way of absolute sale or in exchange for other hereditaments in England Scotland or Wales all or any part of the freehold copyhold or leasehold hereditaments for the time being subject to the trusts thereof.

DECLARATION giving powers to invest monies in freehold copyhold and leasehold properties.

DECLARATION that any hereditaments or other property thereby directed or authorised to be sold might be sold either together or in lots and either by public auction or private contract and with or without the mines and minerals thereunder and subject to any special conditions and stipulations relative to title or otherwise and with or reserving any rights or easements connected therewith and that the trustees or trustee 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 or he might deem proper

PROVISO that the power of appointing a new trustee or trustees of the now abstracting presents in the place of any trustees or trustee who should die or be unwilling or unfit or incompetent to act in the trusts therein aforesaid should be exercisable by the said R.C. Turner and E.A. Ashworth during their joint lives and by the survivor of them.

EXECUTED by all parties and attested.

1890 March 29

Stamp £1

(abstract produced and examined as before)

BY INDENTURE of this date (endorsed on the lastly abstracted Indenture) made between the said RC Turner and EA Turner his wife of the first part the said HH Bolton of the second part the said C Patrick of the third part and Mary Alice Royds of Grosvenor House Kettering in the County of Northampton Widow of the fourth part

RECITING (inter alia) that the marriage of the said RC Turner and EA Ashworth was duly solemnised shortly after the date of the therewith written Indenture AND RECITING that the said HH Bolton was desirous of being discharged from the trusts and powers reposed in or conferred on him by the then within written Indenture

AND RECITING that the said RC Turner and EA Turner were desirous of appointing the said MA Royds to be a Trustee of the said Indenture in place of the said HH Bolton

IT WAS WITNESSED that the said RC Turner and EA Turner in exercise of the power for that purpose given to or vested in them by the Conveyancing Act 1881 and the therewith written Indenture and of all other powers did thereby appoint the said MA Royds to be a trustee of the therewith written Indenture in place of the said HH Bolton and to act jointly with the said C Patrick and the said MA Royds thereby declared her acceptance of such appointment.

EXECUTED and attested.

1900 June 29

Stamp £1

(abstract produced and examined as before)

BY INDENTURE of this date made between the said RC Turner and EA Turner his wife of the first part the said MA Law (formerly MA Royds) of the second part and Cottingham Greaves Johnson of Harpur Street Bedford Surgeon and Martha Elizabeth Potterton of 34 Clarendon Road Bedford Widow of the third part

RECITING the before abstracted Indenture of 13 June 1877

AND RECITING the before abstracted Indenture of 29 March 1890

AND RECITING the will of the said C Patrick dated 30th day of January 1891 hereinafter abstracted and the two codicils dated respectively 28 September 1891 and 6th April 1894.

AND RECITING death of the said C Patrick on the 21st February 1895

AND RECITING that the said MA Law was desirous of being discharged from the trusts of the said Indenture of Settlement and from the trusts of the said Will and codicils

AND RECITING that there had been several changes of investment of the trust property which then consisted of the particulars mentioned in the first and second schedule to the now abstracting presents.

IT WAS WITNESSED that the said RC Turner and EA Turner and also (as far as she lawfully could) the said MA Law in exercise of the power for that purpose contained in the said Indenture of Settlement and of all other powers did thereby appoint the said CG Johnson and ME Potterton to be trustees of the said Indenture of Settlement and of the before mentioned trusts of the said Will and Codicils of the said Charles Patrick in the place of the said C Patrick deceased and MA Law respectively And the said CG Johnson and ME Potterton thereby declared their acceptance of the said appointment.

DCLARATION of the said RC Turner and MA Law that all and singular the freehold lands messuages tenements and hereditaments subject to the trusts of the said Indenture of Settlement of any of them

(or subject to the trusts by the said Will and codicils of the said C Patrick declared by refce to the same Indre of Settlement or any of them) and whether as to any of the said premises as originally subject to any such trusts or as having become subject thereto by purchase exchange or otherwise and which were then vested in the said MA Law and also all leasehold or chattel real estate and interests subsisting in freehold lands messuages tenements and hereditaments subject to such trusts or any of them and which were then vested in the said MA Law should forthwith and without any assignment vest in the said CG Johnson and ME Potterton as joint tenants as to the freehold lands and hereditaments in fee simple and as to the leasehold lands and hereditaments for all the unexpired residue of several terms of years subsisting therein and as to all the said premises and upon the trusts affecting the same respectively And the said RC Turner and EA Turner thereby directed that the said MA Law as such surviving trustee as aforesaid and all other necessary parties (if any) should at the cost of the trust estate make such surrender or surrenders of the copyhold or customary lands and hereditaments subject to the trusts aforesaid or any of them and then vested in the said MA Law as would vest in the same respectively in the said CG Johnson and ME Potterton as joint tenants upon the trusts then affecting the said copyhold or customary premises

EXECUTED by all parties and attested.

THE FIRST SCHEDULE (before referred to)

(Part 2) (Inter alia)

AND CERTAIN copyhold or customary hereditaments and premises within and holden of the said Manor of Accrington New Hold comprised and described in a certain Surrender or Memorandum thereof in writing dated the 11th day of August 1899 made and passed by HH Bolton CM Royds John Bolton the said MA Law and JH Law and the said EA Turner and RC Turner to the use of the said MA Law as surviving Trustee of the said thereinbefore recited Indenture of Settlement of 13 June 1877 and certain copyhold or customary hereditaments and premises within and holden of the said Manor of Accrington New Hold comprised and described in an Inquisition of the Homage of the same manor dated the 21st day of April 1896 upon which admittance was then granted to the said MA Law as surviving trustee of the said hereinbefore recited Indenture of Settlement (the same hereditaments and prems having been given or devised under or by virtue of the said Will and Codicils of the said Charles Patrick)

1910 March 14

DEATH of the said Robert Charles Turner

1915 April 21

BY INDENTURE of this date made between EA Turner of the first part CG Johnson of the second part ME Potterton of the third part and William Parker of 5 Norfolk Street in the City of Manchester Solicitor of the fourth part.

RECITING that these presents were supplemental to the before abstracted Indenture of settlement dated the 13th June 1877 and the before abstracted Indenture dated the 29th March 1890 also supplemental to the before abstracted Will of the said C Patrick dated the 30th January 1891 with the two codicils thereto dated the 28th day of September 1891 and the 6th day of April 1894 and also supplemental to the before abstracted Indenture dated the 29th June 1900 AND RECITING the death of the said RC Turner on the 14th May 1910

AND RECITING that the said CG Johnson was desirous of being discharged from the trusts of the said Indenture of Settlement and from the trusts of the said C Patrick.

AND RECITING that there had been several changes of investment of the moneys and properties settled by the said Indenture of Settlement and that the trust property then consisted of the particulars mentioned in the first and second Schedules to the now abstracting Indenture.

IT WAS WITNESSED that the said EA Turner and the said CG Johnson (so far as he lawfully could) in exercise of the power for that purpose contained in the said Indenture of Settlement and of all other powers (if any) then thereunto enabling did thereby appoint the said William Parker to be a Trustee of the said Indenture of Settlement and of the said Trusts of the said Will and Codicils of the said Charles Patrick together with the said ME Potterton in place of the said CG Johnson and the said W Parker thereby declared his acceptance of such an appointment.

Declaration by the said EA Turner and the said CG Johnson that all and singular the freehold lands messuages tenements and hereditaments subject to the trusts of the said Indenture of Settlement or any of them or subject to the trusts by the Will and codicils of the said C Patrick declared by reference to the said Indenture of Settlement or any of them and whether as to any of the said premises as originally subject to any such trusts or as having become subject thereto by purchase exchange or otherwise and which were then vested in the said CG Johnson and ME Potterton and also all leasehold or chattel real estates and interests subsisting in freehold lands messuages tenements and hereditaments subject to such trusts or any of them and which were then vested in the said CG Johnson and ME Potterton would forthwith and without any assignment vest in the said ME Potterton and W Parker as joint tenants as th the freehold lands and hereditaments in fee simple and as to the leasehold lands and hereditaments for all the unexpired residue of the several terms of years subsisting therein and as to all the said premises affecting the same respectively And the said EA Turner thereby directed that the said CG Johnson and ME Potterton as such trustees as aforesaid and all other necessary parties (if any) should at the cost of the trust estate make such surrender or surrenders of the copyhold or customary lands and hereditaments subject to the trusts aforesaid or any of them and then vested

in the said CG Johnson and ME Potterton and such transfer of the stocks funds and securities mentioned in the said second schedule as would vest the same respectively in the said ME Potterton and W Parker as joint tenants upon the trusts then affecting the said copyhold or customary premises stocks funds and securities respectively.

EXECUTED by all parties and attested.

THE FIRST SCHEDULE before referred

Part 1

ALL THAT the remainder or reversion expectant on the determination of a certain term of 900 years created by a certain Indenture of Demise dated the 20th day of April 1912 and made between the said CG Johnson and ME Potterton of the one part and John Henry Willetts of the other part of and in a certain plot of land containing 365 square yards or thereabouts (formerly forming portion of an estate called Far Snay Bank at Hareholme Cloughfold aforesaid) demised to the said JH Willetts his executors administrators and assigns for the term of 900 years at the yearly rent of £4.11.3 and subject to the covenants and conditions in such Indenture of Demise contained And as incident to such reversion ALL that the said yearly rent of £4.11.3 thereby reserved.

Part 2 (inter alia)

Certain copyhold or customary hereditaments and premises situate at Cloughfold aforesaid within and holden of the Manor of Accrington New Hold in the said county of Lancaster comprised and described in a certain Surrender or Memorandum thereof in writing dated the 10th October 1900 made and passed by MA Law and JH Law to the use of the said CG Johnson and ME Potterton for giving effect to the appointment of the said CG Johnson as new Trustees of the thereinbefore mentioned Indenture of Settlement certain copyhold or customary hereditaments and premises within and holden of the said Manor of Accrington New Hold comprised in a certain Surrender or Memorandum thereof in writing dated the 10th day of October 1900 made and passed by MA Law and John Hargreaves Law to the use of the said CG Johnson and ME Potterton for giving effect to the appointment of the said CG Johnson and ME Potterton as new trustees of the thereinbefore mentioned Indenture of Settlement (the same hereditaments and premises having been given or devised under or by virtue of the said Will and Codicils of the said Charles Patrick) save and except (inter alia) a plot of land portion of an estate called Far Snay Bank situate at Hareholme Cloughfold aforesaid containing 365 sq yds or thrbts demised to John Henry Willetts for a term of 900 years created by a certain Indenture of Demise dated the 20th day of April 1912 and made between the said CG Johnson and ME Potterton of the one part and the said JH Willetts of the other part at a yearly rent of £4.11.3.

1914 February 18

WILL of the said Elizabeth Ann Turner

1918 October 18

CODICIL to the Will of the said EA Turner

1921 May 7

DEATH of the said EA Turner at Bedford

1921 November 25

THE said Will and Codicil were proved at the Principal Registry by both Executors namely William Parker and John Thomas Bailey.

AS TO PROPERTIES COMPRISED IN THE WILL OF MRS M.A. PATRICK

1876 November 14

WILL of Mary Ann Patrick

1883 September 17

DEATH of the said Mary Ann Patrick

1883 December 11

THE said Will was proved at Lancaster by the Executors.

1898 July 25

Stamp 6d

(abst produced and examined)

BY AGREEMENT of this date made between the said MA Law of the first part CM Royds of the 2nd part the said EA Turner of the 3rd part and the said RC Turner of the 4th part after various recitals it was agreed that owing to doubt as to the properties appointed to the said EA Turner and the said MA Law by Mrs Patrick's Will comprising a part of the Marriage Settlement of Mr and Mrs Patrick a compromise should be made with a view to ending disputes.

1898 August 2

(abst produced and examined)

BY ORDER of this date the Court of Chancery of the County Palatine of Lancaster made (inter alia) in the matter of the Trusts of the before abstracted Indenture of Settlement of 13 June 1877 in an action Law v Royds 1898, Letter L No.9505 the said Agreement was sanctioned and ordered to be carried into effect.

1899 August 11

Stamp 10/-

(abst produced and examined)

BY INDENTURE of this date made between the said HH Bolton of the first part the said CM Royds and J Bolton of the second part the said MA Law of the 3rd part the said JH Law of the 4th part the said EA Turner of the 5th part the said RC Turner of the 6th part the said CM Royds and MA Law of the 7th part and the said M Royds and John Whalley of the 8th part.

RECITING (inter alia) the Will of the said MA Patrick dated 14th November 1876 her death on the 17th September 1883 and Probate of her Will.

AND RECITING the before abstracted Indenture of 13th June 1877 the marriage of the said RC Turner and EA Turner the before abstracted indenture of 29th

March 1890 and the Will and Codicils of the said C Patrick (hereinafter abstracted) His death and probate of his Will
AND RECITING the before abstracted agreement of 25th July 1898.
AND RECITING the before abstracted Order of 2nd August 1898.
AND RECITING that the parties to the now abstracting presents had agreed to enter into the same for the purpose of carrying into effect the before abstracted Agreement of 25th July 1898 and the directions of the before abstracted Order in reference to the copyhold and customary hereditaments comprised in the said first schedule to the said presents.
IT WAS WITNESSED (inter alia) that in pursuance of the said agreement and the said Order each of them the persons parties thereto as to the estate or interest vested in him or her or over which he or she had power of disposition and as to the said JH Law and RC Turner respectively as well for the purpose of passing his estate or interest (if any) as of consenting to the Surrender by his wife covenanted with the said MA Law as trustee of the said Turner Settlement of 13 June 1877 to Surrender (inter alia)
ALL AND SINGULAR the copyhold or customary hereditaments situate at or near Cloughfold in the Forest of Rossendale and comprised in the first Schedule to the now abstracting presents including the lands delineated and edged red and the land edged green in the plan there annexed and whether forming the sites of buildings or not
As to the said premises other than the leasehold cottage being No 15 in the said plan
TO THE USE of the said MA Law her heirs and assigns according to the custom of the said Manor and subject as regards Springhill House and premises number 8 on the said plan to the benefit of ways &c mentioned in the second schedule in relation to Rose Cottage no 18 on the said plan And as to the said leasehold cottage being No 15 on the said plan
TO THE USE of the said MA Law her exors admors and assigns according to the custom of the said Manor for the residue of the term of 999 years created by a Surrender dates 27th April 1811 and subject to the yearly rent of £1.2.2 thereby reserved And as to all the said premises thereinbefore covenanted to be surrendered upon the trusts and with and subject to which the same should be held if the same had been included in the said appointment in favour of the said EA Turner contained in the said Will of the said MA Patrick and had become subject to the covenant for the settlement of property of the said EA Turner contained in the Turner settlement
THE FIRST SCHEDULE before referred to
(inter alia) ALL THOSE hereditaments and premises situate in Cloughfold in the Forest of Rossendale and holden of the Manor of Accrington New Hold in the County of Lancaster and distinguished upon the plan thereto annexed by the following numbers namely:- The five cottages numbered 1,2,3 Higher Cloughfold and 6 and 7 Edge Lane, the leasehold cottage 264 (sic) Newchurch Road Nod.15, the Mansion House and premises nod.8 and the plot of land nod. 8a.
EXECUTED by all parties and attested.

1899 August 11
Stamp 10/-
(*abst produced and examined*)

J Barrie

Comment [1]: Sic, but possibly incorrect number in the original. Plan has 462.

J Barrie

Comment [2]:

BY SURRENDER of this date in pursuance of a covenant contained in the before abstracted Indenture of even date and made between HH Bolton (the surviving executors and devisee of trust estate of and under the Will proved at Lancaster on the 17th March 1876 of George Hargreaves deceased) of the 1st part Clement Molyneux Royds of Greenhill in Rochdale in the said County of Lancaster Esq MP and J Bolton of Blackburn in the said County Registrar of the County Court of Lancaster holden there (the present trustees of an Indenture dates the 8th October 1855 and made between Charles Patrick of the 1st part Mary Ann Ashworth of the 2nd part and the said George Hargreaves and John Edwin James of the third part being a settlement executed in anticipation of the marriage then intended and shortly afterwards solemnised between the said Charles Patrick and the said Mary Ann Ashworth) of the 2nd part Mary Alice Law the wife of John Hargreaves Law of Lakebank Hakwshead in the same County Gentleman of the 3rd part the said JH Law of the 4th part and EA Turner of the 5th part RC Turner of the 6th part the said CM Royds and MA Law (trustees and executors of the before abstracted Will of the said C Patrick) of the 7th part and the said CM Royds and John Whalley of Ingleside Preston New Road in Blackburn aforesaid Chartered Accountant (the present Trustees of an Indenture dated the 6th May 1873 and made between William Herbert Molyneux Royds and the said MA Law (then MA Ashworth) of the 8th part (being a deed of Covenants for affectuating a compromise of certain claims in relation to certain hereditaments and premises situate in Cloughfold in the Forest of Rossendale in the County of Lancaster) and in consideration of 5/- paid by the Surrenderee to each of the Surrenderors (receipt acknowledged) they the said HH Bolton CM Royds John Bolton MA Law JH Law EA Turner and RC Turner as to the estate or interest of or in the hereditaments firstly thereafter described vested in him or her or over which he or she has any power or disposition And they the said CM Royds John Bolton MA Law JH Law EA Turner and RC Turner as to the estate or interest of or in the hereditaments secondly thereafter described vested in him or her or over which he or she had any power or disposition as to the said JH Law and RC Turner by his wife and each of them the said MA Law and EA Turner having been first separately and apart from her said Husband examined by David Nuttall Haslewood Deputy Steward of Arthur Ingram Robinson Gentleman Chief Steward of the Courts of the said Manor and confessed that she was not constrained thereto by her said husband but voluntarily gave up DID and each of them DID out of Court Surrender (inter alia)

FIRST ALL THOSE messuages dwellinghouses or cottages with the Barn stables shippon 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 as the same were delineated and edged red in the plan drawn upon the said Indenture of even date therewith being distinguished thereon by the several numbers known by the several names or descriptions as thereafter contained

SECONDLY (inter alia) All that messuage or dwellinghouse situate at Cloughfold aforesaid with the land and outbuildings thereto belonging formerly in the occupation of Jonathan Knowles and John Rostron and then or late John Peel and Nod. 15 in the said plan Together with all rights easements privileges etc.

J Barrie

Comment [3]: sic

TO THE USE AND BEHOOF of the said MA Law her heirs and assigns Except as to the leasehold cottage) by and under the rents suits and services therefore due and of right accustomed according to the custom of the said Manor Subject as therein mentioned And as to the said cottage and premises no 15 in the said plan To the Use and Behoof of the said MA Law her exors admors and assignes according to the custom of the said Manor for the residue of a term of 999 years created by a Surrender dated the 27th April 1811 and by and under the rents suits and services therefor due and of right accustomed Subject to the payment of a yearly ground rent of £1.2.2 And as to all the said hereditaments and premises upon the trusts and with and subject to the powers covenants and provisions mentioned and contained or declared concerning the same in by or upon with and subject to which the same ought to be held under or by virtue of the Indenture of even date with the now abstracting premises.

1899 October 17

ADMITTANCE of the said MA Law accordingly.

1900 October 10

Stamp 10/-

(abst produced and examined)

BY SURRENDER of this date

RECITING that in pursuance of a direction in that behalf contained in the hereinbefore abstracted Indenture of 29 June 1900 and in consideration of the 5/- by the said CG Johnson and ME Potterton paid to each of them the said MA Law and JH Law (receipt acknowledged) She the said MA Law with the privity and concurrence of her husband the said JH Law testified by his signing and passing the now abstracting surrender And the said JH Law DID and each of them DID out of court surrender unto the Lords of the said Manor She the said MA Law having first separately examined &c (inter alia)

ALL THOSE messuages dwellinghouses or cottages with the barn stable shippon and other outbuildings thereto belonging and the several closes or parcels of land belonging or near there to situate at Cloughfold in the Forest of Rossendale as the same were delineated and edged red in the plan drawn upon the before abstracted Indenture dated the 11th August 1899 And also all that messuage or dwellinghouse formerly in the occupation of John Peel Together with the appurtenances thereto belonging and all the estate and interest

AS to all the said premises other than the leasehold cottage

TO THE USE of CG Johnson and ME Potterton their heirs and assigns according to the custom of the said Manor Subject as therein mentioned

And as to the said leasehold cottage To the use of the said CG Johnson and ME Potterton their executors administrators and assigns according to the custom of the said Manor for the residue of a term of 999 years created by a Certain Indenture dated the 27th day of April 1811 Subject to the payment of a yearly ground rent of £1.2.2 thereby reserved

ADMITTANCE granted accordingly

1915 October 2

Stamp 10/-

(abst produced and examined)

BY SURRENDER of this date.

RECITING that in pursuance of a direction in that behalf contained in the thereinbefore abstracted Indenture of the 21st day of April 1915 and in consideration of 5/- by the said W Parker and ME Potterton paid to each of them the said CG Johnson and ME Potterton (receipt acknowledged) they the said CG Johnson and ME Potterton DID and each of them DID out of Court Surrender unto the Lords of the said Manor (inter alia)

ALL THOSE messuages dwellinghouses or cottages with the barn stable shippon 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* in the said County of Lancaster as the same were delineated and edged red in the plan drawn upon the before abstracted Indenture dated the 11th August 1899 being distinguished thereon (inter alia) by the several numbers and known by the several names or descriptions following namely No. 1 a cottage then or lately occupied by Thomas Ormerod No. 2 a cottage then or late occupied by the said RC Turner No.3 a cottage then or late occupied by Mary Jane Nicholson No.6 a cottage then or late occupied by E. Hamer and No. 7 a cottage then or late occupied by James Wright No. 8 the Mansion House and premises called Springhill formerly occupied by the said Charles Patrick with the ground greenhouses lodge stable coachhouse and other outbuildings No.8a on the plot of land adjoining thereto edged green upon the said plan

And also all that messuage or dwellinghouse situate at Cloughfold aforesaid with the land and outbuildings thereto belonging formerly in the occupation of Jonathan Knowles and John Rostron and then or late that of John Peel as the same was delineated and edged red in the said plan being thereon distinguished by the number 15

AS to all the said premises other than the said messuage formerly in the occupation of John Peel

TO THE USE of the said W Parker and ME Potterton their heirs and assigns by and under the rents suits and services therefor due and of right accustomed according to the custom of the said Manor Subject as regards Springhill House and premises being No. 8 on the said plan to all ways lights and privileges and liberties theretofore occupied or enjoyed on in relation thereto in respect of an adjoining dwellinghouse and premises called Rose Cottage formerly in the occupation of George Hardman and then of Harold Whitehead and particularly to the free right of way for all purposes over the roads or ways shewn upon the said plan and thereon tinted brown leading from the front of the said premises to Newchurch Road and subject as regards the adjoining plot of land nod. 8a and edged green upon the said plan and so that the same should always be left open and unbuilt upon as a pleasure garden ground for use and enjoyment of the occupiers from time to time of the said house and premises called Rose Cottage and of the said Springhill House and premises no. 8 on the said plan and the said cottage nod. 2 on the said plan and so that in case the said plot of land should not be kept in tenable order by the owners or occupiers for the time being of the said Springhill House then the owners or occupiers of the said Rose cottage may at any time put the same in order and that no obstruction or thing shall be placed upon the said land that shall interfere with the access of light to the windows of Rose Cottage and premises No 18 on the plan and should not be used for a drying ground for clothes or in any way other than as a pleasure garden

And as to the said cottage and premises no. 15 on the said plan To the use and behoof of the said W Parker and ME Potterton their heirs administrators and assigns according to the custom of the said Manor for the residue of a certain term of 999 years created by a certain Surrender of the 27th April 1811 and by and under the rents suits and services therefor due and of right accustomed Subject to the payment of the yearly ground rent of £1.2.2 thereby reserved AND AS TO ALL the said hereditaments and premises thereinbefore described Upon the trusts and with and subject to the powers covenants and provisions mentioned and contained or declared concerning the same respectively in or by or upon with and subject to which the same respectively ought to be held under or by virtue of the said Indenture of 11th August 1899 and the before abstracted Indenture of Settlement of 13th June 1877.

1915 October 19
ADMITTANCE granted accordingly.

1st May 1923
Stamp 10/-
(*abst produced and examined*)
Exd. with original
9th Oct 1923

Woodcock and Sons

BY INDENTURE of this date made between the said Martha Elizabeth Potterton and William Parker (thereinafter called the Vendors) of the one part and John Hart of Polefield Cottage Cloughfold in the Forest of Rossendale in the county of Lancaster Bookeeper (therein after called the purchaser) of the other part RECITING the before abstracted indenture of Settlement (thereinafter called the settlement) of the 13th June 1877.

AND RECITING that under or by virtue of the several indentures specified in the 2nd Schedule thereto annexed the vendors were then the present trustees of the said settlement

AND RECITING the before abstracted Surrender of the 11th day of August 1899

AND RECITING the before abstracted surrender of the 15th day of October 1861

AND RECITING the before abstracted surrender of the 4th day of December 1902

AND RECITING the before abstracted surrender of the 8th day of May 1857

AND RECITING the before abstracted three surrenders of the 2nd day of October 1915

AND RECITING a surrender dated the 6th day of August 1902 and not the subject of this abstract

AND RECITING the before abstracted surrender of the 31st December 1920 and not the subject of this abstract

AND RECITING agreement for sale for the sum of £2308

AND RECITING that it had been agreed that the documents specified in the 4th Schedule thereto which related to the hereditaments thereby covenanted to be surrendered and also to other adjacent properties recently sold by the vendors should be handed over to the purchaser on the execution of those presents and that the purchaser should join in the deed of covenants to such other purchasers of the said properties for the purpose of giving to such respective purchasers

such acknowledgement and undertaking with regard to the same documents as might be required by the Vendors.

IT WAS WITNESSED that in pursuance of the said agreement and in consideration of £2308 paid by the purchaser to the Vendors (the receipt etc) the Vendor as trustees in execution of the trust for sale conferred upon them by the said Settlement and of every or any other power them thereunto enabling thereby covenanted with the purchaser that they the Vendors and all other necessary parties would 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 numbered 1,2,3,4,5 and 6 in the 1st Schedule thereto and more particularly delineated with the abuttals and boundaries thereof in the plan annexed to those presents and thereon edged red And also all pipes and valves theretofore used for the passage of water in or under the said hereditaments or part thereof And also all pipes and valves in or under the highway and back road and under adjacent land of the Baptist Chapel Trustees lying between the boundary of the said hereditaments and the boundary of Johnny Barn Farm belonging to the Vendors the course of such pipes being shown by the purple lines in the said plan but not so as to create or continue whether by grant implication or otherwise any rights of water in connection with such pipes or valves And also the right at all times (so far as the vendors can lawfully grant the same) for the purchase his heirs and assigns to enter upon such highway and back road and upon the said adjacent land of the Baptist Chapel Trustees between the points marked A1 and B1 on the small plan drawn at the foot of the said plan with or without workmen for the purpose of relaying cleansing repairing and amending the said pipes and valves making good any damage caused to the surface by any such works And also full and free right for the purchaser his heirs and assigns owners for the time being of the premises thereby covenanted to be surrendered or any part thereof his and their servants tenants and workmen at all times with or without horses cattle carts and vehicles to pass and repass over and along the road shown in the same plan between the points marked A and B thereon for the purpose of access and executing repairs.

EXCEPT nevertheless and reserving unto the Vendors and their assigns owners or occupiers of the Springhill Farm adjacent to the said hereditaments his and their tenants and workmen full and free right of way and passage on foot at all times over the road and garden land shown in the same plan between the points marked B.C.D. and E. for the purpose of executing repairs to the wall of the shippon or farm building shown thereon and of cleaning the windows therein along the line coloured blue and marked C.D.E. in the same plan As to all the said hereditaments other than the leasehold hereditaments secondly specified in the said 1st schedule thereto.

TO THE USE AND BEHOOF of the purchaser his heirs and assigns for ever according to the custom of the said Manor And as to all the said hereditaments 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 then affecting the same whether therein specifically referred to or not referred to and howsoever arising And the Vendors thereby declared that in the meantime and until the said

hereditaments and premises should have been surrendered pursuant to the covenant thereinbefore contained that the vendors their heirs executors and administrators would stand seised or possessed thereof in trust for the purchaser his heirs executors administrators and assigns

ACKNOWLEDGEMENT by the Vendors of the purchasers right to production of the deeds and documents specified in the second and third schedule thereto and to delivery of copies thereof.

EXECUTED by all parties and attested.

THE FIRST SCHEDULE above referred to

1. ALL those messuages dwellinghouses or cottages with the barn stable or shippon and other outbuildings thereto belonging and the several closes or parcels of land belonging or near thereto situate at Cloughfold aforesaid as the same were delineated and edged red in the plan drawn on the before abstracted Indenture of the 11th August 1899 being distinguished thereon (inter alia) by the several numbers and now known by the several names and descriptions and of the copyhold rents to the lords of the said manor following namely:- No.1 a cottage lately occupied by Thomas Ormerod and known as Springhill Cottage (copyhold rent 1d). No.2 a cottage then occupied by the purchaser and known as Polefield Cottage (copyhold rent 1½d) No. 3. a cottage then occupied by Mr. H Bancroft and known as No. 3 Higher Cloughfold with its appurtenances (copyhold rent 1d) Nos 6 and 7 two cottages then occupied by Mr R Heaton and Mr J Winterbottom respectively and known as Nos 1 and 3 Edge Lane with the appurtenances including the wall in the rear thereof dividing them from adjoining land in the occupation of Mr William Spence and from an outbuilding formerly occupied by the Baptist Chapel Trustees (copyhold rent 2d) No 8 The Mansion House and premises called Springhill House formerly occupied by Mr Charles Patrick but then let in two portions with its appurtenances including the gardens Gate Lodge Greenhouses Billiard Room and other outbuildings and the kitchen garden together with the brick wall surrounding the same (copyhold rent 11d) and No 8a the plot of land adjoining the last mentioned premises and edged green in the above mentioned plan (copyhold rent 1d).
2. Hereditaments not the subject of this abstract.
3. ALL that strip of land leading from Newchurch Road to the back of Springhill premises (part of a close of land called New Croft Meadow containing 7742 square yards or thereabouts comprised in a surrender dated the 15th October 1861 made and passed to the use of Charles Patrick his heirs and assigns) delineated and coloured yellow in the plan drawn on an indenture dated the 1st March 1922 and made between the vendors of the one part and the Mayor Alderman and Burgesses of the Borough of Rossendale of the other part whereby the said close of land other than the said strip thereby covenanted to be surrendered was sold to the said Corporation (copyhold rent 1d)
4. Hereditaments not the subject of this abstract.
All which above mentioned hereditaments and premises nod 1,2,3 and 4 respectively in this schedule were more

- particularly delineated and described with the abuttals and boundaries thereof in the said plan annexed to those presents and thereon edged
5. Hereditaments not the subject of this abstract.
 6. Hereditaments not the subject of this abstract.

THE SECOND SCHEDULE above referred to

13th June 1877

THE said Settlement above referred to

29th March 1890

INDENTURE of this date made between Robert Charles Turner and Elizabeth Ann Turner of the 1st part Henry Hargreaves Bolton of the second part Charles Patrick of the third part and Mary Alice Royds of the fourth part (endorsed upon the said settlement)

29th June 1900

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 and William Parker of the fourth part

THE THIRD SCHEDULE above referred to

15th October 1861

MEMORANDUM of Admittance of Charles Patrick to a close of land called New Croft Meadow.

21st April 1896

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.

19th October 1915

MEMORANDUM of Admittance marked 'C' of the Vendors to certain properties within the said Manor (including the hereditaments thirdly and sixthly specified in the first schedule hereto) made upon a surrender dated the 2nd day of October 1915.

THE FOURTH SCHEDULE above referred to

1. 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.
2. 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.

Which two said Admittances relate to parts of the premises thereby covenanted to be surrendered and also to adjacent properties of the Vendors.

1st May 1923

Stamp £23.10.0 and P.D.

(Abst pld and examined marked)

“Exd with original 9th Oct 1923

Woodcock and Sons.”

COURT COPY SURRENDER of this date whereby

IT WAS WITNESSED that in pursuance of the covenant in that behalf contained in the lastly abstracted Indenture and in consideration of the sum of £2308 paid by the said John Hart to the said Martha Elizabeth Potterton and William Parker (the receipt etc) They the said Martha Elizabeth Potterton and William Parker did out of Court and by a rod surrender and give up into the hands of the Lords of the said Manor

FIRST ALL THOSE the said hereditaments an premises comprised in the lastly abstracted Indenture

SECONDLY hereditaments and premises not subject of this abstract

THIRDLY ALL THAT strip of land leading from Newchurch Road to the back of Springhill premises (part of a close of land called New Croft Meadow) delineated and coloured yellow in the plan drawn on an Indenture dated the 1st March 1923 and made between the said Martha Elizabeth Potterton and William Parker of the one part and the Mayor Alderman and Burgesses of the Borough of Rawtenstall of the other part And which said strip of land was of the copyhold rent of 1d

Fourthly fifthly and sixthly. Hereditaments not the subject of this abstract.

To all which hereditaments and premises the said Martha Elizabeth Potterton and William Parker were admitted tenants of the said manor on the 19th October 1915 And all which above mentioned plots of land and hereditaments were more particularly delineated and described in the plan annexed to the lastly abstracted indenture bearing even date therewith and thereon edged red

TOGETHER with all ways rights easements privileges and appurtenances (other than rights of water thereafter mentioned) to the said plots of land belonging or in anywise appertaining And also all pipes and valves theretofore used for the passage of water in or under the hereditaments intended to be thereby surrendered or part thereof And also all pipes and valves in or under the highway and back road and under adjacent land of the Baptist Chapel Trustees lying between the boundary of the said hereditaments and the boundary of Johnny Barn Farm belonging to them the said Martha Elizabeth Potterton and William Parker the course of such pipes being shown by the purple lines in the said plan but not so as to create or continue whether by grant implication or otherwise any rights of water in connection with such pipes or valves And also the right at all times (so far as they the said Martha Elizabeth Potterton and William Parker could lawfully grant the same) for the said John Hart his heirs and assigns to enter upon such highway and back road and upon the said adjacent land of the Baptist Chapel trustees between the points marked A1 and B1 on the small plan drawn at the foot of the said plan with or without workmen

for the purpose of relaying cleansing repairing and amending the said pipes and valves making good any damage caused to the surface by any such works and particularly full and free right for the said John Hart his heirs and assigns owners for the time being of the said premises or any part thereof his and their servants tenants and workmen at all times with or without horses cattle carts and vehicles to pass and repass over and along the road shown in the same plan between the points marked A and B thereon for the purpose of access and executing repairs but Except and reserving unto the said Martha Elizabeth Potterton and William Parker and their assigns owners and occupiers of Springhill Farm adjacent to the said hereditaments full and free right of way and passage on foot at all times over and along the road and garden land shown in the same plan between the points marked B,C,D and E thereon for the purpose of executing repairs to the wall of the shippon or farm buildings shown thereon and of cleaning the windows therein along the line coloured blue and marked C.D.E. in the same plan As to all the said hereditaments other than the hereditaments secondly above specified.

TO THE USE AND BEHOOF of the said John Hart his heirs and assigns for ever by and under the rents suits and services therefor due and of right accustomed according to the custom of the said Manor subject to all existing rights easements liberties and obligations relating to way light damage repair or maintenance then affecting the same whether therein specifically referred to or not referred to and howsoever arising.

1st May 1923

ADMITTANCE of the said John Hart upon the lastly abstracted surrender.

6th October 1923

Stamp 10/-

(Original deed produced and examined as before)

BY INDENTURE of this date made between the said John Hart (hereinafter called the Vendor) of the one part and Edmund Leach Compston of Springhill Cloughfold aforesaid Medical Practitioner (hereinafter called the Purchaser) of the other part

RECITING seisin of the Vendor of the copyhold hereditaments and premises hereinafter described

AND RECITING agreement for sale

IT WAS WITNESSED that in pursuance of the sd agreement and in consideration of £1450 to the Vendor paid by the Purchaser (the receipt whereof the Vendor thereby acknowledged) the Vendor as beneficial owner thereby covenanted with the Purchaser forthwith effectually to surrender unto the hands of the Lords of the said Manor according to the custom thereof

FIRST ALL THAT mansion house and premises called Springhill House formerly occupied by one Charles Patrick and then let in two portions with its appurtenances including the gardens gate lodge greenhouses billiard room and other outbuildings and the land forming the site of the said hereditaments and premises

SECONDLY ALL THAT strip of land or road coloured brown on the plan drawn thereupon (being part of a strip of land leading from Newchurch Road to the

J Barrie

Comment [4]: sic

back of the said Springhill premises and a part of a close of land called New Croft Meadow containing 7742 square yards or thereabouts comprised in a Surrender dated the 15th day of October 1861 made and passed to the use of the said Charles Patrick his heirs and assigns

All which hereditaments and premises firstly and secondly thereinbefore described comprised 2 roods and 9 poles of land or thereabouts and were of yearly copyhold rent to the Lords of the sd Manor 6d and were more particularly delineated and described with the abuttals and boundaries thereof in the said plan drawn thereupon and thereon edged red

AND THIRDLY ALL THAT plot of land containing 120 square yards or thereabouts more particularly described and delineated in the said plan drawn thereupon and thereon also edged red and of the yearly copyhold rent to the Lords of the said Manor 1d

TOGETHER with the right (so far as the Vendor could lawfully grant the same) for the Purchaser his heirs and assigns owners for the time being of the hereditaments and premises thereby covenanted to be surrendered or any part thereof his and their servants tenants and workmen at all times with or without horses cattle carts and vehicles to pass and repass over and along the adjoining land coloured yellow on the said plan drawn thereupon for the purpose of access

EXCEPT nevertheless and reserving unto the Vendor and his assigns owners and occupiers of the hereditaments and premises adjoining and his and their tenants and workmen and all persons authorised by him or them full and free right of way and passage at all times with or without horses cattle carts and vehicles over and along the said strip of land or road secondly thereinbefore described and coloured brown on the said plan drawn thereupon the Vendor his heirs and assigns contributing one third of the reasonable expense of maintaining and repairing such road and also (in the event at any time thereafter of a street or road being formed on the north westerly side of and adjacent to the said plot of land coloured brown on the said plan) contributing one third of any monies which by virtue of the Public Health Acts or Private Street Works Act or other statute might become a charge in favour of the Local Authority on the said strip of land in respect of expenses incurred by the Local Authority in making forming sewerage or lighting such street or road

AND EXCEPT ALSO and reserving unto the Vendor and his assigns owners and occupiers of the hereditaments and premises adjoining his and their tenants and workmen and all persons by him or them authorised full and free right of way and passage at all times with or without horses cattle carts and vehicles over and along that part of the land thereinbefore described coloured blue on the said plan but as to such part of such land coloured blue as was between the points marked A and B and C and D on the said plan the Purchaser his heirs and assigns should have full and free right to build thereon provided a passage at least 3 feet in width either along the side marked A to B or on the side marked C to D on the said plan remained and in that event and so long as any building remained thereon the right thereby reserved should only operate over such passage 3 feet in width

AND ALSO EXCEPT and Reserved unto the Vendor and his assigns owners and occupiers of the hereditaments and premises adjoining known as Rose Cottage

the right to use in common with the Purchaser the joint flue as at present used by the occupier or occupiers of Rose Cottage aforesaid

AND ALSO EXCEPT and reserving unto the Vendor and his assigns all rights of water (if any) thitherto enjoyed in connection with any of the hereditaments and premises thereby covenanted to be surrendered or any part thereof

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

SUBJECT to all existing rights easements liberties and obligations relating to way light and drainage repair or maintenance then affecting the same whether therein specifically referred to or nor referred to and howsoever arising.

AND the Vendor with intent so as to bind (so far as practicable) his successors in title to the dwellinghouse known as Springhill cottage thereby covenanted with the Purchaser his heirs and assigns that the Vendor his heirs or assigns would on demand pay to the Purchaser his heirs &c all sums of money which might become due from the Vendor his heirs &c under the obligation before mentioned in the event as aforesaid of a street or road being formed on the northwesterly side and adjacent to the said strip of land coloured brown on the said plan and the monies representing the cost of making forming sewerage or lighting such street or road becoming chargeable on the said strip of land in favour of the Local Authority as aforesaid

ACKNOWLEDGEMENT by Vendor of right of Purchaser to production of the deeds and documents specified in the Schedule thereto and to delivery of copies thereof and undertaking for the safe custody

THE SCHEDULE above referred to

1st May 1923

INDENTURE of Covenant to Surrender made between Martha Elizabeth Potterton and William Parker of the one part and the Vendor of the other part

1st May 1923

COURT COPY SPECIAL ADMITTANCE to the use of the Vendor

EXECUTED by both parties and attested

5th October 1923

(Court Copy produced and examined as before)

BY SURRENDER of this date in pursuance of a covenant in that behalf contained in the lastly abstracted Indenture and in consonance of the sum of £1,450 by the Purchaser paid to the Vendor (receipt acknowledged) he the Vendor and also Sarah Louise Hart his wife (she the said Sarah Louise Hart having been first separately and apart from her said husband examined by Harry Stretch Deputy Steward of Frederick Dixon Robinson Gentleman Chief Steward of the Courts of the said Manor when she acknowledged that she was not constrained thereto by her said husband but of her own free will gave up) did and each of them did by those presents out of Court &c surrender

ALL the hereditaments and premises comprised in the lastly abstracted Indenture TO THE USE AND BEHOOF of the Purchaser his heirs and assigns for ever by and under the rents suits and services therefor due and of right accustomed according to the custom of the said Manor SUBJECT to all existing rights easements liberties and obligations relating to way light drainage repair or maintenance then affecting the same whether therein specifically referred to or not referred to and howsoever arising

23rd October 1923

ADMITTANCE of the said Edmund Leach Compston accordingly

15th Septr. 1932

(Original produced and examined as before)

MEMORANDUM (endorsed on the lastly abstracted Surrender) that it was thereby agreed between the Clitheroe Estate Co Ltd, Lords of the Manor of Accrington New Hold and the within named Edmund Leach Compston that the compensation for the extinguishment of the manorial incidents saved by Part V of the Law of Property Act 1922 in respect of the within described property should be the sum of £4.11.8 which sum included the costs and expenses paid or incurred by the Lords and recoverable from the tenant in respect of the said extinguishment the receipt of which sum and that all rents fines and fees payable in respect of the same property had been discharged the Clitheroe Estates Co Ltd, thereby acknowledged and admitted.

SIGNED by the Steward