

This Indenture

Thread and Doubler of Cotton Yarn Dealer and Chapman
Assignee of the Estate and Effects of the said Thomas Chees
John Holt Stanway of the third part The said Thomas
Thomas Morten Firms of Stockport aforesaid
day of July One thousand eight hundred and thirty eight
County of Lancaster and John Crowther of Stockport aforesaid
Search of the other part in consideration of hereinafter

£6



**INDENTURE DATED 1844; CONVEYANCE OF CORN MILL, HEMPSHAW LANE,
STOCKPORT, CHESHIRE**

Outside

Dated 13th May 1844

The Assignees of the estate and effects of **Thomas Cheetham** a Bankrupt
to

M^r **George Bramwell**

Conveyance of a Plot of Land Corn Mill &c in Stockport in the County of Chester

Signed sealed and delivered (being first duly stamped) by the within named **John
Strongitharm Stanley Jabey Smith** and **John Holt Stanway** in the presence of
[*illegible*] **Coppock** Sol^r Stockport

Signed sealed and delivered by the within named **Henry Pearson** in the presence of
William Woollam
Sol^r. Stockport

Signed sealed and delivered by the within named Thomas Cheetham in the presence of
[*illegible*]
Clerk with Mess^{rs} Coppock & Woollam
Sol^{rs}
Stockport

Received on the day of the date of the within written Indenture of and from the within
named George Bramwell the sum of twenty pounds being the consideration money within
expressed to be paid by him to me.

£20

John Holt Stanway

Witness

[*illegible*] Coppock

First sheet

This Indenture made the Thirteenth day of May in the year of our Lord One thousand eight
hundred and forty four

Between John Strongitharm Stanley of Ashton under Lyme in the County of Lancaster Cotton Spinner Henry Pearson of Stockport in the County of Chester Cotton Manufacturer and Jabey Smith of Stockport aforesaid Skip Manufacturer Assignees of the Estate and Effects of Thomas Cheetham the Elder of Stockport aforesaid Surgeon Manufacturer of Cotton Thread and Doubler of Cotton Yarn Dealer and Chapman a Bankrupt of the first part John Holt Stanway of Manchester in the County of Lancaster Official Assignee of the Estate and Effects of the said Thomas Cheetham of the second part The said John Strongitharm Stanley Henry Pearson and Jabey Smith and the said John Holt Stanway of the third part The said Thomas Cheetham of the fourth part George Bramwell of Stockport aforesaid Publican of the fifth part and **Thomas Morten Ferns** of Stockport aforesaid Gentleman of the sixth part

Whereas by an Indenture of Demise bearing date on or about the twenty first day of July One thousand eight hundred and thirty eight between the said Thomas Cheetham of the one part and **John Kenyon Winterbottom** of Heaton Norris in the County of Lancaster and **John Crowther** of Stockport aforesaid Pawn Broker (therein described as Trustees of a certain society called the Saint Thomas's District building Society) of the other part in consideration of Nine hundred and fifty four pounds then paid by the said John Kenyon Winterbottom and John Crowther to the said Thomas Cheetham the said Thomas Cheetham Did demise unto the said John Kenyon Winterbottom and John Crowther their executors administrators and assigns All that plot or parcel of land situate lying and being in Stockport aforesaid being lately part of and as the same was then lately staked out from a certain close or field on the northerly side of Hempshaw Lane in Stockport aforesaid called the Pasture field bounded on the easterly and westerly sides thereof respectively by or part of the said close on the northerly side thereof by land late belonging to **Lady Vernon** and on the southerly side by Hempshaw Lane aforesaid and containing in length on the Easterly side thereof eighty six yards and eighteen inches or thereabouts on the said westerly side thereof ninety two yards and twelve inches or thereabouts on the said northerly side thereof sixty yards or thereabouts on the said southerly side thereof fifty five yards and sixteen inches or thereabouts and containing in the whole Five thousand two hundred and eighty five square yards of land or ground superficial measure or thereabouts were the same more or less Together with full and free liberty power and authority for them the said John Kenyon Winterbottom and John Crowther their executors administrators and assigns to turn and divert the small Stream Spring or Rivulet of water arising in or flowing through and from the land of **John Mosely** situate on the westerly side of the said plot of land into and through the same plot of land and then to use and enjoy the same for all manner of purposes whatsoever And also all that Corn Mill and all other the edifices erections and buildings erected and built and then standing and being on the said plot of land Together with the Steam Engine Boiler Shafting Mill Gearing and other fixtures therein with all and

singular the rights members and appurtenances thereunto belonging (except and always reserved unto the said John Mosely his heirs and assigns owners or occupiers for the time being of the remainder of the said field called the Pasture field free liberty to fetch and take water from any reservoir made or hereafter to be made on the said land for the purpose of supplying therewith the Brick Yard on the remainder of the said land and for all farming and domestic purposes To hold the said plot of land Corn Mill and buildings Steam Engine and all and singular other the premises thereby demised unto the said John Kenyon Winterbottom and John Crowther from the day next before the day of the date of the said Indenture now in recital for the term of three thousand years thence next ensuing Subject to the payment to **John Vaughan** his heirs and assigns of a yearly rent of Twelve pounds and to the performance of the several covenants contained in the conveyance by which the same is reserved and on the part of the Feoffee to be observed and performed Upon certain trusts for sale therein contained for securing by sale of the said premises the repayment by the said Thomas Cheetham his heirs and assigns to the said John Kenyon Winterbottom and John Crowther their executors administrators and assigns of the said sum of Nine hundred and fifty four pounds together with interest for the same at the rate and in manner therein mentioned and appointed for payment thereof

And whereas by an Indenture bearing date on or about the eighth day of October One thousand eight hundred and thirty nine and made between the said Thomas Cheetham of the one part and the said John Kenyon Winterbottom who had survived the said John Crowther of the other part in consideration of the said sum of Nine hundred and fifty four pounds being then due and owing to the said John Kenyon Winterbottom as surviving Trustee as aforesaid by virtue of the said last mentioned hereinbefore recited Indenture and also in consideration of the further sum of Two hundred and thirty nine pounds ten shillings then advanced to the said Thomas Cheetham by the said John Kenyon Winterbottom the said Thomas Cheetham Did thereby grant declare and agree that all and singular the several hereditaments and premises mentioned and comprised in the hereinbefore in part recited Indenture of Mortgage with their appurtenances should stand charged and chargeable with and continue and be a security to the said John Kenyon Winterbottom his executors administrators and assigns as well for the payment of the said sum of Nine hundred and fifty four pounds and interest as also for the payment of the said sum of Two hundred and thirty nine pounds and ten shillings then lent and advanced with interest at the rate of Five pounds per centum per annum for the same sums respectively and that the said hereditaments should not be redeemable until the repayment of both the said sums of Nine hundred and fifty four pounds and Two hundred and thirty nine pounds ten shillings and interest for the same sums respectively

Second sheet

And Whereas in pursuance of the Rules of the said Building society the said Thomas Cheetham hath paid to the Treasurer thereof in reduction of the said Mortgage moneys the sum of Six hundred and thirty three pounds ten shillings and there is now due and owing upon the aforesaid securities the sum of Six hundred and sixteen pounds principal money and interest

And whereas a fiat in Bankruptcy bearing date the fifth day of October One thousand eight hundred and forty one was issued against the said Thomas Cheetham and he was thereupon duly declared a Bankrupt

And whereas at a meeting held under the said Fiat on or about the twenty sixth day of October One thousand eight hundred and forty one the said John Strongitharm Stanley Henry Pearson and Jabey Smith were duly elected by the Creditors then present and duly appointed by the Major part of the Commissioners then present Assignees of the Estate and Effects of the said Thomas Cheetham

And whereas the said John Holt Stanway was on or about the twenty second day of March One thousand eight hundred and forty three appointed Official Assignee of the said Thomas Cheethams Estate and Effects

And whereas the said Thomas Cheetham duly obtained his Certificate under the said Fiat on or about the Second day of December One thousand eight hundred and forty two

And whereas the said George Bramwell hath contracted with the said John Strongitharm Stanley Henry Pearson and Jabey Smith and also with the said John Holt Stanway as such Assignees and Official Assignee aforesaid for the sale to him of the equity of redemption in fee simple reversion and other estate to which the said John Strongitharm Stanley Henry Pearson and Jabey Smith are entitled as Assignees of the said Thomas Cheetham of and in the said plot of land Corn Mill Buildings Steam Boiler Shafting Mill gearing and all and singular the hereditaments and premises comprised in and demised by the hereinbefore recited Indenture of the twenty first day of July One thousand eight hundred and thirty eight at or for the price or sum of Twenty pounds and the said Thomas Cheetham hath consented to join in executing these presents in manner hereinafter mentioned

Now this Indenture Witnesseth that in pursuance of the said Agreement and in consideration of the sum of Twenty Pounds of lawful money of Great Britain in hand well and truly paid to the said John Holt Stanway by the said George Bramwell at or before the execution of these presents at the request and by the direction of the said John Strongitharm Stanley Henry Pearson and Jabey Smith testified by their being parties to and executing these presents The receipt of which said sum of Twenty pounds He the said John

Holt Stanway doth hereby acknowledge and of and from the same and every part thereof doth acquit release and for ever discharge the said George Bramwell his heirs executors administrators and assigns And Also in consideration of the sum of five shillings a piece to each of them the said John Strongitharm Stanley Henry Pearson Jabey Smith John Holt Stanway and Thomas Cheetham in hand paid by the said Thomas Morten Ferns at or before the execution of these presents the receipt whereof is hereby acknowledged They the said John Strongitharm Stanley Henry Pearson Jabey Smith and John Holt Stanway do and each of them doth hereby bargain sell and release and the said Thomas Cheetham doth hereby bargain sell release and confirm unto the said Thomas Morten Ferns

All and singular the said plot of land Corn Mill buildings Steam Boiler Mill gearing and all and singular the hereditaments and premises comprised in and demised by the hereinbefore recited Indenture of the twenty first day of July One thousand eight hundred and thirty eight Together with their and every of their rights members and appurtenances And all the equity of redemption reversion and other estate right title interest use trust equity of redemption inheritance property possession claim and demand whatsoever at law and in equity or otherwise of them the said John Strongitharm Stanley Henry Pearson and Jabey Smith John Holt Stanway and Thomas Cheetham and each and every of them in to or out of the said hereditaments and premises and every of them and every part and parcel thereof

To have and To hold the said plot of land buildings Steam Engine and all and singular other the premises hereinbefore released or otherwise assured or intended so to be with their and every of their appurtenances unto the said Thomas Morten Ferns and his heirs To such uses for such estates and in such manner as he the said George Bramwell shall at any time or from time to time by any deed or deeds appoint and in default of such appointment To the use of the said George Bramwell and his assigns for his life without impeachment of waste and immediately after the determination of his estate in his lifetime To the use of the said Thomas Morten Ferns his executors and administrators during the life of the said George Bramwell Upon trust nevertheless for the said George Bramwell and his assigns and immediately after the determination of the estate hereby limited to the said Thomas Morten Ferns his executors and administrators To the use of the said George Bramwell his heirs and assigns for ever Subject to the said recited Indentures of Demise and further charge of the twenty first July One thousand eight hundred and thirty eight and eighth October One thousand eight hundred and thirty nine hereinbefore recited and the principal moneys due or hereafter to become due on the same with all interest and other charges And the said George Bramwell hereby declares that no woman who shall become his widow shall be dowable thereout

And each of them the said John Strongitharm Stanley Henry Pearson Jabey Smith and John Holt Stanway so far as relates to his own acts and deeds but not further or otherwise doth

hereby for himself his heirs executors and administrators covenant promise and agree with and to the said George Bramwell his heirs and assigns That they the said John Strongitharm Stanley Henry Pearson Jabey Smith and John Holt Stanway have not nor hath either of them at any time heretofore made done executed or permitted any act deed matter or thing whatsoever whereby or by reason or means whereof the said hereditaments and premises hereby released or intended so to be are or is charged or incumbered or in anywise prejudicially affected in title estate or otherwise howsoever

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written

John Strongitharm Stanley
Henry Pearson
Jabey Smith
John Holt Stanway
Thomas Cheetham