

Dated 26 December 1879

The Trustees under the will of Joseph Hargreaves deceased and their [...]

To

Mr George Reade

Draft conveyance of a close of Land called Little Bent & Big Bent situate in the Township of Leekfrith and parish of Leek and county of Stafford.

Redfern & Son

Leek

This indenture made the 26<sup>th</sup> day of December 1879 Between Joseph Challinor of Leek in the County of Stafford Gentleman and Walter Nugent Coates \formerly/ of Liverpool Lancaster \but now of 21 [?]Mining Lane in the city of London Tea Merchant/ <Gentleman> of the first part Samuel Buxton of Rushton in the said county of Stafford farmer and Joseph Hargreaves Buxton of Stanley near Endon in the last named County farmer of the second part <William> \Thomas/ Hine of Upper Hulme in the last named County miller of the third part and George Reade of Thorny Lee in the Township of Leekfrith in the Parish of Leek in the said County of Stafford farmer of the fourth part Whereas by indentures of lease and release bearing date the 2<sup>nd</sup> and 3<sup>rd</sup> days of July 1835 the release being made between John Fennyhough of the first part, William Fennyhough, Joseph Fennyhough, Josiah Fennyhough, Rupert Fennyhough, Mary Round John [?]Peake and Hannah his wife of the second part, John Clulow, John Fletcher, Addin Fletcher, and William Fletcher of the third part, John Cruso of the fourth part, Joseph Hargreaves of the fifth part and Mathew Gaunt of the sixth part. The hereditaments and premises hereinafter described and intended to be hereby granted (together with other hereditaments) were assured to the use of the said Joseph Hargreaves his heirs and assigns forever And Whereas by a deed poll bearing date the 14<sup>th</sup> day of May 1846 the said Joseph Hargreaves did in the pursuance of the statutes in that behalf merge the titles in the freehold and inheritance of the land hereditaments and premises hereinafter described and intended to be hereby granted And Whereas by an indenture dated the 10<sup>th</sup> day of march 1851 and expressed to be made between the said Joseph Hargreaves of the one part and Thomas Godwin of the other part The land and hereditaments here and after expressed to be hereby granted were (together with other hereditaments) conveyed and assured by the said Joseph Hargreaves unto and to the use of the said Thomas Godwin his heirs and assigns subject to the proviso for the ... of the said premises upon payment by the said Joseph Hargreaves his heirs executors

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administrators or assigns to the said Thomas Godwin his heirs admors or assigns of the sum of £1,100 with interest for the same in the meantime at the sale and on the day therein mentioned And Whereas by an indenture of Jonathan [?] Clough dated the 15<sup>th</sup> day of January 1857 and expressed to be made between the said Joseph Hargreaves of the one part and the said Thomas Godwin of the other part in consideration of the sum of £250 paid by the said Thomas Godwin to the said Joseph Hargreaves, The said Joseph Hargreaves clea...ed the messuage land and hereditis comprised in the said indenture of mortgage of the 10<sup>th</sup> day of March 1851 with the payment to the said Thomas Godwin his executors, admors, or assigns of the further sum of £250 with interest for the same in the meantime at the rate and on the day Herein mentioned And Whereas the said Thomas Godwin by his last will and testament dated the 5<sup>th</sup> day of June 1857 appointed George Godwin and Robert Godwin to be the trustees and executors of his will and the said testator devised to them all mortgage and trust estates which might be vested in him at the time of his decease subject to the equities affecting the same respectively And Whereas the said testator died on the 5<sup>th</sup> day of July 1857 without having altered or reworked his said will and the same was duly proved by the executors therein named on the 5<sup>th</sup> day of August 1857 in the Prerogative Court of Canterbury And Whereas the said Joseph Hargreaves by his last will and testament bearing date the 24<sup>th</sup> day of February 1858 after directing payment of his debts funeral and testamentary expenses and certain legacies therein mentioned gave the residue of all his property whether real or personal where so ever or what so ever they might be unto his daughter Sarah Buxton the wife of Nathan Buxton during her natural life ... gave the whole of his property both real and personal unto his two grandsons Samuel and Joseph Hargreaves Buxton or the survivor of them or the heirs of such survivor upon trust that the said Samuel and Joseph Hargreaves Buxton or the survivor of them or the heirs of such survivor should sell and convert into money all his the testators real and personal estate either by Public

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Auction or Private Contract and that their signatures should be sufficient to make any title or titles without the joining of any other person or persons therein or the survivor of them or the heir of such survivor And the said testator appointed his said daughter Sarah Buxton and the said Samuel Buxton, and Joseph Hargreaves Buxton Executrix and Executors of his said will And Whereas the said testator died on the 13<sup>th</sup> day of March 1858 at Rushton Spencer in the County of Stafford without having altered or reworked his said will which was duly proved on the 31<sup>st</sup> day of March 1858 by the said Sarah Buxton and Samuel Buxton in the District Registry of Lichfield power being reserved to Joseph Hargreaves Buxton And Whereas the said Robert Godwin died on the 28<sup>th</sup> day of April 1862 and was buried at [?]Burslem leaving the said George Godwin him surviving And Whereas by indenture dated the 3<sup>rd</sup> day of July 1865 and expressed to be made between the said George Godwin of the one part and the said Joseph Challinor and Walter Nugent Coates of the other part in consideration of the sum of £1350 to the said George Godwin paid by the said Joseph Challinor and Walter Nugent Coates the said George Godwin assigned unto the said Joseph Challinor and Walter Nugent Coates the said sum of £1350 and the interest henceforth to become the same. To hold the same unto the said Joseph Challinor and Walter Nugent Coates their exors admons and assigns and by the same indenture the said George Godwin granted unto the said Joseph Challinor and Walter Nugent Coates their heirs and assigns the said hereditaments and premises comprised in the said indenture of mortgage with the [?]appurtenances. To hold the same unto and to the use of the said Joseph Challinor and Walter Nugent Coates their heirs and assigns subject to such equity of redemption as the same premises were their subject to by virtue of the said indentures of mortgage and further change reply And Whereas the said Sarah Buxton died on the 4<sup>th</sup> day of October 1878 and was buried at Rushton aforesaid And Whereas pursuant to the trust for that purpose contained in the said recited will of the said Joseph Hargreaves as appointed the said Samuel

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Buxton and Joseph Hargreaves Buxton caused the Hereditaments intended to be here by granted (together with other ...eredit) to be put up for sale by public auction at the Royal Oak Inn in Rushton Spencer aforesaid on the 29<sup>th</sup> day of May 1879 and at such sale the said George Reade was declared to be the highest bidder and he became the purchaser of the said hereditaments intended to be hereby granted at the price of £605 And Whereas \all principal and interest moneys due and owing to/ the said J Challinor and Walter Nugent Coates have been paid and satisfied out of the purchase money of other part of the hereditaments comprised in the herein before cited securities as they do hereby declare and they have at the request of the said Samuel Buxton and Joseph Hargreaves Buxton agreed to join in these presents in manner herein after appearing Now this indenture witnesseth that in pursuance of the said contraction his behalf and in consideration of the sum of £605 paid by the said George Reade to the said Samuel Buxton and Joseph Hargreaves Buxton ~~with the consent of the said Joseph Challinor and Walter Nugent Coates~~ (the receipt whereof the said Samuel Buxton and Joseph Hargreaves Buxton do hereby acknowledge and from the said do hereby release the said George Reade his heirs exors admons and assigns) They the said Joseph Challinor and Walter Nugent Coates at the request of the said S Buxton and Joseph Hargreaves Buxton Do and each of them Doth hereby grant and confirm unto the said George Reade his heirs and assigns All that piece or parcel of land situated in the Township of Leekfrith in the Parish of Leek in the County of Stafford contains by recent admeasurements 15 acres 0 roods 11 perches or thereabouts be the same more or less ...afore formed part of "Stock Meadow Farm" and formerly in two closes and commonly called or known by the names of "Little Bent" and "Big Bent" and or late in the occupation of Isaac Riley and more particularly delineated in the map or plan endorsed on the back of these presents and there on coloured green Together with the right [?]liberty free use and enjoyment of a Horse Carriage Cart [?]draft footway into through over and along the road

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marked 16 on the said plan endorsed on the back of these presents at all times for ever hereafter and for all purposes whatsoever to and for the said George Reade his heirs and assigns \owners for the time being of the hereditaments herein before ... to be hereby granted/ and his and there tenants and servants ~~workmen and others in common with the owners and occupiers of the property marked and on the said plan~~ Together also with all hedges, ditches, ways, roads, waters, water courses, easements and app...nts whatsoever to the said piece of land belonging or in anywise appertaining or usually held or occupied herewith or reputed to belong or be appointed there to \save and except out of these presents ant right of road way or passage (other than the right hereinbefore expressly granted) over any adjoining property now or late of the said Samuel Buxton and Joseph Hargreaves Buxton/ And all the estate rights like interest claim and demand whatsoever of them the said \Joseph Challinor ~~Walter Nugent Coates/~~ Samuel Buxton and Joseph Hargreaves Buxton ~~Joseph Challinor and Walter Nugent Coates~~ into and upon the said premises and every part thereof To have and To hold the heredit and premises herby granted and released or expressed so to be unto and to the use of the said George Reade his heirs and assigns freed and also totally discharged from the said mortgage debt of £1350 and all claims and demands in respect thereof And each of them the said Joseph Challinor and Walter N Coates so far as relates to his own acts and omissions only doth hereby for himself his heirs exors and admors covenant with the said George Reade heirs and assigns that they the said Joseph Challinor and Walter Nugent Coates [...]esply have not done omitted or knowingly suffered or been party or privy to anything whereby or by means whereof the said heredit and premises hereinbefore expressed to be [...] granted or any of them or any part thereof one is or may be encumbered or affected in any manner whatsoever or whereby they the said Joseph Challinor and Walter Nugent Coates are in any wise prevented from granting the same premises or any of them or any part there of in manner aforesaid and each

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of them the said Samuel Buxton and Joseph Hargreaves Buxton so far as relates to his own acts and omissions only doth hereby for himself his heirs exors and admors covenant with the said George Reade his heirs and assigns that they the said S Buxton and Joseph Hargreaves Buxton respectively have not done omitted or knowingly suffered or been party or privy to anything whereby or by means where the said hereditaments and premises \hereinbefore/ expressed to be hereby granted or of them or any part there of are is or may be encumbered or affected in any manner whatsoever or whereby they the said Samuel Buxton and Joseph Hargreaves Buxton are in anywise prevented from granting the same premises or any of them or any part there of in manner aforesaid and that they the said Samuel Buxton and Joseph H Buxton respectively their respective heirs and assigns \((to the intent and so as to bind themselves respectively and their respective heirs and assigns whilst having the actual custody of the deed poll hereinafter covenanted to be produced and so far as practicable to bind [*illeg.*] deed poll into whose [*illeg.*] hands the same may come but or to i[...]) any liability in [...])llation Hereto further or otherwise)/ will at all times at the request and cost of the said George Reade his heirs or assigns produce to him or them the hereinbefore recited Deed Poll of the 14<sup>th</sup> day of May 1846 for evidencing the title of the said heredit and premises and at the like <request> expense furnish to him to them copies or abstracts of or extracts from the said Deed and will in the meantime keep the same safe uncanceled and undefaced (damage by fire or other irreversible accident only excepted) And Whereas on the treaty for the said purchase it was agreed that the <said> several documents specified in the schedule hereto should be delivered to the said <Wm> \Thomas/ Hine as the purchase of other heredit and premises to which the same documents relate and of greater value than the heredit and premises hereby granted and conveyed and that the said <William> \Thomas/ Hine should enter into the covenant for the production thereof on his part herein after contained \and whereas the said documents have been handed to the said

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Thos Hine in pursuance of the said agreement Now this Indenture further witnesseth that in pursuance of the said agreement and in consideration of the premises [*illeg.*] the said <Wm> \Thomas/ Hine doth hereby for himself his heirs executors and admors covenant with the said George Reade his heirs and assigns that he will unless prevented by irreversible accident at all times here after \upon/ <at> the request \in writing/ and \at the/ costs of the said George Reade his heirs or assigns or any of them produce in England but not elsewhere to such person or persons as they or any of them may require or in the part of any judicial proceedings or otherwise as occasion shall require all or any of the documents specified in the schedule hereunder written for the manifestation proof or defence of the said estate Title and possession of the said George Reade his heirs and assigns to the said premises hereby <assigned> \assured/ and will at the like request and costs furnish to the said George Reade his heirs or assigns or any of them with copies or extracts (attested if so required) of the same documents or any of them and permit any person or persons appointed by him or any of them to examine the same copies or extracts with the originals and will in the meantime (unless prevented as aforesaid) keep the same documents safe whole uncanceled and undefaced. Provided Always that if the said <Wm> \Thomas/ Hine his heirs or assigns shall deliver the said documents or any of them to any person or persons lawfully entitled to the custody there of and shall thereupon at his or their own expense procure the person or persons to whom the same documents shall be delivered to enter into with and deliver to the person or persons then entitled to the benefit of the covenants hereinbefore contained a covenant to the same effect as the covenant hereinbefore contained then and from henceforth recovenant – [*illeg.*] [?] hereinbefore contained shall become void so far as relates to the deeds and writings the subject of such substituted covenants ~~<but such covenants shall continue to bind such if any of them as shall not part with the possession of several~~



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

The schedule hereinbefore referred to

2<sup>nd</sup> & 3<sup>rd</sup> July 1835 Indentures of Lease and Release the early made between John Fennyhough of the first part Wm Fennyhough, Joseph Fennyhough, Josiah Fennyhough, Rupert Fennyhough, Mary Round, John Peake and Hannah his wife of the 2<sup>nd</sup> part John Clulow, John Fletcher, Addin Fletcher and Wm Fletcher of the 3<sup>rd</sup> part John Cruso of the 4<sup>th</sup> part Joseph Hargreaves of the 5<sup>th</sup> part and Matthew Gaunt of the 6<sup>th</sup> part.

10<sup>th</sup> March 1851 Indenture ~~made~~ between the said Joseph Hargreaves of one part and Thomas Godwin of the other part.

15<sup>th</sup> July 1857 Indenture made between the said Joseph Hargreaves of the one part and the said Thomas Godwin of the other part.

3<sup>rd</sup> July 1865 Indenture made between George Godwin of the one part and Joseph Challinor and Walter Nugent Coates of the other part.