

DATED 31st July, 1786

ROBERT ANDREWS ESQ.

to

ABRAHAM CROMPTON JUNR. ESQ. AND
OTHERS

copy/

F E O F F M E N T

in fee of a Plot of land to build
upon for the use of Rivington
Chapel.

*land for chapel house,
1786.*

Examined with original in our possession

Thomas Worthington

Solicitors, 1, St. James's Square, Manchester. 2 27/4/1967.

THIS INDENTURE made the 31st day of July 1786 BETWEEN ROBERT ANDREWS of ^{R. v.} ~~W~~ithington in the County of Lancaster Esquire of the one part and ABRAHAM CROMPTON the Younger of Chorley in the said County Esquire JOHN PILKINGTON of Bolton in the said County Merchant JOHN TAYLOR of Bolton aforesaid Doctor of Physics SAMUEL DUCKENFIELD DARBYSHIRE of Bolton aforesaid Merchant THOMAS OLDKNOW of Heaton Norris in the said County Whistler SAMUEL OLDKNOW of Stockport in the ~~said~~ County of Chester Merchant ROBERT GREENHALGH of Horwich in the said County of Lancaster Gentleman JOHN HAMPSON of Rivington aforesaid Yeoman WILLIAM HORROCKS of Rivington aforesaid Miller RICHARD BROWNLOW the Younger of Rivington aforesaid Yeoman THE REVEREND PHILIP HOLLAND of Bolton aforesaid Clerk THE REVEREND THOMAS BARNES of Manchester in the said County of Lancaster Doctor in Divinity THE REVEREND RALPH HARRISON of Manchester aforesaid Clerk THE REVEREND JOSEPH LAWTON SIDDALL of Chorley aforesaid Clerk THE REVEREND JONATHAN HODGKINSON of Bolton aforesaid Clerk SAMUEL HARDMAN of Manchester aforesaid Merchant HENRY NORRIS of Manchester aforesaid Esquire JOHN WORTHINGTON of Stockport aforesaid Mercer and SAMUEL MARSLAND of Stockport aforesaid Merchant of the other part

WITNESSETH that for the consideration of the sum of Ten shillings of lawful money of Great Britain by each of them the said Abraham Crompton the Younger John Pilkington John Taylor Samuel Duckenfield Darbyshire Thomas Oldknow Samuel Oldknow Robert Greenhalgh John Hampson William Horrocks Richard Brownlow the Younger Philip Holland Thomas Barnes Ralph Harrison Joseph Lawton Siddall Jonathan Hodgkinson Samuel Hardman Henry Norris John Worthington and Samuel Marsland to the said Robert Andrews in hand at or before the sealing and delivery of these presents well and truly pay the receipt whereof is hereby acknowledged and for diverse other good causes and valuable considerations him the said Robert Andrews thereunto especially moving He the said Robert Andrews HATH & granted ~~partioned~~ ^{bargained} sold aliened enfeoffed released and confirmed and by this present deed indented and executed in the presence of two witnesses whose names are intended to be

hereupon endorsed DOTH grant bargain sell alien enfeoff release and confirm unto the said Abraham Crompton the Younger John Pilkington John Taylor Samuel Duckenfield Darbyshire Thomas Oldknow Samuel Oldknow Robert Greenhalgh John Hampson William Horrocks Richard Brownlow the Younger Philip Holland Thomas Barnes Ralph Harrison Joseph Lawton Siddall Jonathan Hodgkinson Samuel Hardman Henry Norris John Worthington and Samuel Marsland and their heirs ALL THAT one plot piece or parcel of land as the same is now meered measured staked or otherwise set out being part or parcel of a certain close or field of him the said Robert Andrews commonly called or known by the name of Goose Hey situate and being in Rivington aforesaid which said plot or parcel of land intended to be hereby granted contains in length on the front or north westerly side thereof 43 yards or thereabouts on the north easterly side thereof 14 yards or thereabouts on the south easterly side thereof 43 yards or thereabouts and on the south~~er~~ westerly side thereof 40 yards or thereabouts and containing in the whole 1601 superficial square yards or thereabouts and is bounded on the front or north westerly side thereof by a certain Way or Road there commonly called ^{the} Sheep House Lane on the north easterly side thereof by another close of him the said Robert Andrews called the Paddock on the south easterly side thereof by another close of him the said Robert Andrews called the Long Meadow and on the south westerly side thereof by other part of the said close called the Goose Hey which said plot or parcel of land intended to be hereby bargained and sold is more particularly delineated and described in a certain plan thereof endorsed upon these presents TOGETHER with all and singular ways paths passages lights liberties easements privileges profits commodities advantages hereditaments and appurtenances whatsoever to the said plot of land belonging or in anywise appertaining And the reversion and reversions remainder and remainders yearly and other rents issues and profits thereof and of every part and parcel thereof And all the estate right title interest property claim and demand whatsoever both at law and in equity of him the said Robert Andrews of in to and out of the ~~said~~ ^{same} premises and

every part and parcel thereof with their and every of their appurtenances TO HAVE AND TO HOLD the said plot piece or parcel of land hereinbefore mentioned to be hereby granted with all its privileges members and appurtenances unto the said Abraham Crompton the Younger John Pilkington John Taylor Samuel Duckenfield Darbyshire Thomas Oldknow Samuel Oldknow Robert Greenhalgh John Hampson William Horrocks Richard Brownlow the Younger Philip Holland Thomas Barnes Ralph Harrison Joseph Lawton Siddall Jonathan Hodgkinson Samuel Hardman Henry Norris John Worthington and Samuel Marsland and their heirs TO THE USE of the said Robert Andrews Abraham Crompton the Younger John Pilkington John Taylor Samuel Duckenfield Darbyshire Thomas Oldknow Samuel Oldknow Robert Greenhalgh John Hampson William Horrocks Richard Brownlow the Younger Philip Holland Thomas Barnes Ralph Harrison Joseph Lawton Siddall Jonathan Hodgkinson Samuel Hardman Henry Norris John Worthington and Samuel Marsland their heirs and assigns for ever UPON THE TRUSTS nevertheless and to and for the intents and purposes and under and subject to the powers provisoes limitations and agreements hereinafter expressed or declared of and concerning the same AND it is hereby agreed and declared by between and amongst all the said parties to these presents to be the true intent and meaning of these presents and of all the said parties hereto That they the said Robert Andrews Abraham Crompton the Younger John Pilkington John Taylor Samuel Duckenfield Darbyshire Thomas Oldknow Samuel Oldknow Robert Greenhalgh John Hampson William Horrocks Richard Brownlow the Younger Philip Holland Thomas Barnes Ralph Harrison Joseph Lawton Siddall Jonathan Hodgkinson Samuel Hardman Henry Norris John Worthington and Samuel Marsland and the survivors and survivor of them and the Heirs of such survivor shall and do stand and be seized of and interested in the said plot or parcel of land hereinbefore mentioned to be hereby granted IN TRUST by with and out of the monies which already been given and shall hereafter be given by any person or persons whomsoever for that purpose erect build and finish one messuage or dwellinghouse with such convenient offices and outbuildings thereto as by the said Trustees or the

major part of them shall be thought proper upon some convenient part or parts of the said plot or parcel of land hereinbefore mentioned to be hereby granted and shall and do stand and be seized and interested of and in the said messuage or dwellinghouse and other buildings when the same shall be so erected and built together with the said plot or parcel of land hereby granted UPON TRUST from year to year for ever thereafter to set let or demise the same premises with the appurtenances unto any person or persons whomsoever for any term or space of time not exceeding the term of one year for the best yearly reserved rent that can be reasonably had or gotten for the same such term or space of time for which the said premises or any part thereof shall be so set let or demised to commence in possession within the space of six calendar months next after and such respective setting letting or demising thereof AND UPON FURTHER TRUST to pay and apply the clear yearly rents issues and profits of the same premises after deducting therefrom all and every such sum and sums of money as shall have been expended or laid out by the said Trustees or any of them in repairs, payment of taxes or otherwise relating to . the said premises unto such person as for the time being shall be Minister of the Congregation or Society of Protestant Dissenters at Rivington aforesaid provided such person be chosen and continue Minister of the said Congregation with the consent and approbation of the major part of the Trustees for the time being of the said premises herein before mentioned to be hereby granted AND in case any person or persons shall at any time or times hereafter be chosen or continued Minister of the said Congregation or Society of Protestant Dessenters at Rivington aforesaid without the consent or approbation of the major part of the Trustees for the time being of the said premises or in case there shall at any time or times hereafter be no Minister of the said Congregation or Society then and so often and during such time or times as any such case or cases shall happen UPON TRUST from time to time to lay out and invest the rents issues and profits of the said premises in the purchase of freehold lands of inheritance to be conveyed

unto and to the use of the same Trustees upon the same trusts and to and for the same intents and purposes and under and subject to the same powers provisoes conditions limitations and agreements as are hereby nominated appointed expressed or declared of for and concerning the premises herein before mentioned to be hereby granted And to for or upon no other use trust intent or purpose whatsoever PROVIDED ALWAYS and to the intent and purpose that the said trusts herein before declared may be the better performed and continued it is hereby covenanted agreed and declared by between and amongst all the said parties to these presents that when and so soon as the said Trustees shall be reduced by death to the number of eight or sooner in case the major part of the

Trustees for the time being shall think it fitting or expedient the then surviving Trustees shall assemble and meet together and shall nominate elect and chuse so many other able sufficient sober honest and reputable persons to be Trustees with them so surviving and electing as will make the number twenty And so from time to time so often as such surviving and future Trustees or future Trustees only shall be reduced to the number of eight or oftener if by the Trustees for the time being it shall be thought expedient a new election shall be made by the then surviving Trustees of so many such new Trustees as aforesaid as with the then surviving Trustees will make the number twenty TO the end and intent that there may be a perpetually succession of fit and able persons to manage and carry into execution the said trusts AND FURTHER that immediately after every such election as aforesaid the surviving Trustees for the time being shall with all convenient speed grant convey and assure the said premises herein before mentioned to be hereby granted with their and every of their appurtenances and all improvements which shall be then made thereon unto such new Trustees and their heirs To the use of the then surviving and electing Trustees and such new Trustees and their heirs UPON the trusts nevertheless and to and for the intents and purposes and under and subject to the powers provisoes limitations and agreements herein before and after limited expressed or declared

of and concerning the same the costs charges and expenses of such Conveyances and Assurances to be from time to time paid and born by and out of the rents issues and profits of the said premises AND FURTHER that they the said Trustees or their successors or any of them their or any of their heirs executors or administrators shall not be charged or chargeable with or accountable for any more monies or other part of the said trust estate and premises than they respectively shall actually receive or than shall come to their respective hands by virtue of the trusts aforesaid nor with or for any loss which shall or may happen of the same monies and premises or any part thereof so as such loss happen without their wilful default nor the one of them for the other or others of them or for the acts or defaults the one for the other or others of them but each of them for his own acts and defaults only AND LASTLY that it shall and may be lawful for them the said Trustees and their successors and each and every of them their and each and every of their heirs executors and administrators in the first place by with and out of the Trust monies and premises aforesaid from time to time and at all times for ever hereafter to deduct and reimburse himself and themselves all such necessary costs charges damages and expenses as he they or any of them shall at any time or times hereafter sustain expend or be put unto for or by reason of the trusts aforesaid or the management or execution thereof respectively or any other matter or thing whatsoever relating thereunto in any wise howsoever IN WITNESS whereof the parties aforesaid to these presents their hands and seals have interchangeably set the day and year first before written

DULY EXECUTED AND ATTESTED by all parties.