

Rivington Chapel

Darbishire + others

v

Lowe + others

Arrangement

Judgement signed forward
of appearance 14 Dec/60

Mefs^{rs} Lewis Darbishire & Cunliffe

Rivington

August 1860

Gentlemen

Darbishire v Lowe and others

In ejectment

If we may be allowed to remain in occupancy of the premises in dispute in this action till 12th of May 1861 for which occupation we are willing to pay rent at the rate of thirty pounds per annum from 12th of May last, we will at once withdraw our appearance and allow you to sign judgement against us in this action. We will pay your costs in this action and are much obliged by your kind offer to charge only expenses and agents charges. We promise quietly to quit the premises on the said 12th of May next and in the meantime will according to our duty as tenants keep the same in proper repair and will so leave them.

We are Gentlemen

Your obedient Servants

Notes in margin :

1/ Co from mem in RDD's hand writing as altd. by him

2/ Orig. returned to Mr R Brownlow 17 Dec/60

Rd Brownlow Esq

Sol Horwich

21 Brown St Manchester

4th Decr 1860

Dear Sir,

Darbishire + others v Lowe + others

I think it is a pity that the Mifses Lowe should forget their promise to me, which I presume was made before their resolution not to sign. When I met them at their house and they sent for Mr B Anderton they and he and I agreed to the form of memorandum and they would have signed it as I altered it, then and there but I preferred

that they should not so without first speaking to you. They then promised to shew it to you and sign it for you to send to me.

Allow me to say as to the present position of the matter that it is not possession that we want but a proper recognition of the right of the landlord.

You cannot wonder, that having had the agreement I sent you a copy of denied and repudiated, and having had the abovementioned promise superseded by the one to which you refer I feel bound to insist upon the only means left open.

My demand for a written memorandum has been made in the interests of Mifs Lowe and her sisters, as well as of the trustees.

If they still refuse the benefit of such an understanding and will withdraw their appearance so that the trustees as landlords may enter up judgement and regain their proper authority over the premises and will pay rent for the year ending May 12th 1860 at the rate of £30 per annum, And will pay my costs out of pocket, Our "proceedings shall be at an end, and I will arrange to have an early trustees meeting to consider the tenancy after May 12th /60. I do not think the trustees are likely to disturb Mifs Lowe – if she will pay the same rent as other people and conduct herself as a tenant is bound to do.

Be pleased to let me have your answer at once

I am dear Sir

Yours truly

R D Darbshire

Messrs Lewis & Co

Sols

Manchester

Gentm

Lowe + others Darbshires

The Defendants have consented to terms of peace, on the footing of the memorandum as altered by you (but without giving their signature thereto) and on the faith and footing of your letter to me of the 4th inst. Except

that in that letter you (by mistake speak of the year ending May 12 1860 which ought to be 1861

And I have accordingly, by this post, instructed my London Agent to withdraw the appearance on the understanding that no execution is to issue "Therefore let the jury go etc
Your acknowledgement of peace will oblige.

I am Gentm
Yours truly
R Brownlow
Horwich near Bolton
7 Dec 1860

Rd Brownlow Esq
Sols
Horwich

21 Brown St Manchester
10th Dec 1860

Dear Sir

Darbishire + others v Lowe + others

We have your letter of the 7th inst. informing us that the Defts have authorized the withdrawal of their appearance, consenting on the footing of the memorandum as altered by us and of our Mr Darbishire's letter of the 4th inst., corrected by writing 1861 for 1860, "executions not to be issued".

Before we finally accede, we must beg you to send us the original memorandum, of which we have no copy and to take full notice that there is no assurance as to the future after May next in Mr D's letter of the 4th beyond that of an individual trustee as to his own opinion, and lastly to understand that our present arrangement is not to prejudice our right to enforce judgement (in case there is any repetition of the current year's misunderstanding on Mifs Lowe's part) after the 12th May 1861 by execution in the usual way.

We wait your immediate reply & are dear Sir

Yours truly
Lewis Darbishire & Cunliffe

P.S. We will return you the memorandum after we have taken a copy of it. The Dfts must excuse our declining to acknowledge it until we have seen it again. L D & C

Mefsr Lewis & Co

Sols

Manchester

Gentm

Lowe + others Darbshire

Your letter posted on the 10th only arrived on the evening of the 11th instead of morning hence this delay. Enclosed I forward you the memorandum as requested.

I have also forwarded to London the usual confession signed by the Defendents.

I am Gentm

Yours truly

R Brownlow

Horwich 12 Dec 1860

Explanation of legal terms :

1/ arrangement ie terms of settlement agreed by the parties in the claim for possession.

2/ judgement ie in modern parlance a “consent order” binding the parties to the terms and enforceable by due process.

3/ tenants are served with a writ for possession, if they intend to defend the claim they enter an appearance (a notice saying they intend to defend) and then have a limited period to serve their defence; with an appearance having been entered the Plaintiffs cannot seek judgement in the absence of a defence.

4/ ejectment is an old term for possession proceedings.

5/ abbreviation after defendants and plaintiffs names = and others ie Darbshire and the other Trustees and Lowe and the other sisters.

6/ most civil proceedings at this time (a claim for possession being a civil claim) had to be commenced in London – hence the need for most provincial lawyers to have London agents.

This system of communication between lawyers relied on the Royal Mail to deliver the same day or next day at the latest.

M Hough

03/03/2018