

## Transcription of Deeds for Union Street building 1840

*This Indenture* made the twentieth day of January one thousand eight hundred and forty *Between* John Burton of Whittle le Woods in the County of Lancaster Yeoman Robert Weaver of Walton le dale in the same County Farmer and Anne his Wife and Martha Burton and Sarah Burton both of Whittle le Woods aforesaid Spinsters of the first part Edward Leece the younger of Whittle le Woods aforesaid Cotton Spinner Thomas Greenwood of the same place Shopkeeper John Waring of Bamber Bridge within Walton le dale in the said County Shopkeeper John Weaver of Walton le dale aforesaid Farmer (Son of the said Robert Weaver) John Furness of Preston in the said County Flax Spinner Thomas Crouch Hincksman of Preston aforesaid Flax Spinner Richard Crankshaw of Preston aforesaid Cotton Spinner John Archer of Preston aforesaid Crin Dealer Samuel Smith of Preston aforesaid Fallow Chandler John Jennings of Preston aforesaid varnish manufacturer John Penny of Preston aforesaid Couch Builder William Penny of Preston aforesaid Cabinet Maker Thomas Hartley of Preston aforesaid Cotton Manufacturer James Naylor of Preston aforesaid Surgeon and William Heaton of Preston aforesaid School Master of the second part and Benjamin Frankland of Preston aforesaid the superintendent preacher for the time being of the circuit in the Methodist Connexion in which the piece of Ground and Hereditaments hereinafter described are situate of the third part *whereas* John Burton of Whittle le Woods aforesaid Stone Mason being at the time of making his will hereinafter mentioned and of his decease entitled in fee simple to the land and hereditaments hereinafter described and intended hereby to be conveyed made and published his last will and testament in writing duly executed and attested for ????? and real estate and bearing date the twenty seventh day of July one thousand eight hundred and thirty eight and after certain specific dispositions he hereby divided unto his two daughters the said Martha Burton and Sarah Burton all his messuage Cottage or dwelling house with a garden and other appurtenances thereunto belonging and a plot or parcel of building land as particularly specified in the testators deeds thereof and of which the land hereinafter conveyed is part / situate lying and being in Whittle le Woods aforesaid so long as his daughters aforesaid should live together unmarried but if either of them got married when the before mentioned hose and land should belong equally to his four children or the heirs and should be properly valued and a fourth part of the value of the property should be given to her that was married by the other legatees if all of his four children on their issue were then living but if otherwise and in case one or more of his children were dead without leaving issue then the division should be made accordingly that was to say one third part or one half of the said property (or as it might be) should be given unto her that was married and then she should have no further demand from that property but if more convenient to all the parties concerned the one that got married should give the others their shares of that property and then take the house and land to herself and her heirs forever But if Martha or Sarah died before being married then all the surviving children of the testator or their heirs should have that property share and share alike and in such a manner that in case of death of one or more of those that were married and leaving issue each set of children should only take the share of their parent and he directed that if it were deemed more convenient and desirable by the legatees for the house and land to be sold than valued then the house and land should be sold for the best price and the money raised equally divided amongst his four children or their heirs in

such manner that one set of children took only one share in place of their parent and he directed that the share of his property which might come to his daughter Anne Weaver should be reserved for her children and he appointed the said Robert Weaver Martha Burton and Sarah Burton Executors of the said will **And Whereas** the same testator died without revoking or altering the said will and leaving the said John Burton his only son and heir at law and the said Anne Weaver Martha Burton and Sarah Burton his only other children him surviving which will has been lately duly proved in the Consistory Court of Chester and **Whereas** the said parties hereto of the second part being possessed of certain sums of money intended to be laid out in the purchase of a piece of ground and Hereditaments and in erecting and building thereon a Chapel or place of religious worship with such appurtenances as may be thought convenient for the use of the people called Methodists to be settled to the use upon the trusts and in manner hereinafter declared and contained or referred to have in pursuance of the said intension contracted and agreed with the said John Burton Robert Weaver and Anne his Wife Martha Burton and Sarah Burton for the absolute purchase of the piece of ground and hereditaments hereinafter described for the sum of two pounds ten shillings **Now This Indenture Witneseth** that in pursuance of the said agreement and in consideration of the said sum of two pounds ten shillings by the said persons parties hereto of the second part to the said John Burton Robert Weaver and Anne his Wife Martha Burton and Sarah Burton in hand paid out of the monies in their hands as aforesaid at or before the execution hereof the receipt whereof is hereby acknowledged They the said John Burton Robert Weaver and Anne his Wife Martha Burton and Sarah Burton with the approbation of the said Benjamin Frankland Superintendant for the time being as aforesaid testified by his being a party to and executing these presents (in pursuance of the late statute for the abolition of fines and recoveries and for the substitution of more simple modes of assurance and of all other powers enabling them or any of them in this behalf) **Do** and each of them **Doth** hereby dispose of grant bargain sell release and confirm unto the said parties hereto of the second part their heirs and assigns **All** that plot piece or parcel of Land situate on the north side of a certain road or street called Club Street within Whittle le Woods aforesaid measuring towards Club Street aforesaid in front eleven yards and in depth twenty yards and containing two hundred and twenty superficial square yards or thereabouts and whereon it is intended to build a Wesleyan Methodist Chapel which plot hereby conveyed is part of a larger plot containing three hundred and seventeen square yards which with two others containing respectively seventy yards and one hundred and sixteen yards by Feoffment bearing date the first of August one thousand eight hundred and six made between Sir Frank Standish of Duxbury Baronet of the one part and the said John Burton deceased of the other part were conveyed unto the said John Burton his heirs and assigns for ever under the perpetual yearly chief rent of eleven shillings and seven pence half penny payable at Michaelmas (except and reserving out of these presents a right of road on foot and with hand carriages over a path or way four feet four inches wide to be kept open and unbuilt upon along the east side of the premises hereby conveyed from Club Street aforesaid to the plot of Land behind that hereby conveyed and upon which a Cottage is built or intended so to be being the **Remainder** of the said plot containing three hundred and seventeen yards and so back again at please) all which said plot of Land intended to be hereby conveyed is more particularly described in the plan thereof hereupon indorsed **and** all the singular houses outhouses edifices buildings lands

commons woods mines fences ways liberties easements tithes hereditaments and appurtenances whatsoever to the said Lands and Hereditaments belonging or usually therewith enjoyed and the reversion and reversions remainder and remainders yearly and other issues rents and profits thereof and all the title estate right and interest whatsoever of the said John Burton Robert Weaver and Anne his Wife Martha Burton and Sarah Burton and each of them of in or out of the same and all deeds and writings in the custody or power of the said parties or any of them solely relating thereto and true copies of all such as concern the same along with other hereditaments or premises to be made at the request and expense of the said parties hereto of the second part their heirs and assigns **To have and to hold** the said Piece of Land or Ground Hereditaments and Premises hereinbefore described and intended hereby to be conveyed and their and every of their appurtenances in possession immediately from the making thereof and without any power of revocation reservation trust condition limitation clause or agreement whatsoever for the benefit of the said parties hereto of the first part or of any person or persons claiming under them unto and to the use and behoof of the said parties hereto of the second part their heirs and assigns for ever (Subject nevertheless to the payment of the yearly sum of seven shillings and sixpence to the Heirs or Assigns of the said Sir Frank Standish now deceased in part of the said yearly sum of eleven shillings and seven pence half penny and subject also to the covenants conditions and agreements in the said Feoffment contained so far as the same affect the premises hereby conveyed but freed and exonerated from the remainder of the said original chief rent and of the said covenants conditions and agreements) **But nevertheless** upon such and the same trusts and to and for such and the same ends intents and purposes and with under and subject to such and the same pavers provisoes declarations and agreements as are expressed contained and declared or referred to in and by a certain Indenture of Release bearing date on or about the third day of July in the year of our Lord one thousand eight hundred and thirty two and made or expressed to be made between John Sutcliffe Benjamin Garside Frances Farnell John Swallow Thomas Firth Robert Wilson Samuel Naylor John Fearby Sutcliffe Thomas Fax Sutcliffe Charles Swallow John Swallow the younger Samuel Morley Joseph Garside accountant William Farnell and Joseph Garside Wood turner therein respectively described of the first part The Reverend George Marsden therein described of the second part and James Brown therein also described of the third part and involled in His Majesty's High Court of Chancery on the twenty fifth day of July one thousand eight hundred and thirty two being a Deed made for the Settlement of a Piece or Parcel of Ground and chapel or Place of Religious Worship with the appurtenances situate at Skircoat in the Parish of Halifax and County of York for the use of the People called Methodists in the connexion established by the late Reverend John Wesley and to for or upon no other use trust intent or purpose whatsoever **And** the said John Burton Robert Weaver Martha Burton and Sarah Burton for themselves their Heirs Executors and Administrators hereby jointly and severally covenant promise and agree to and with the said parties hereto of the second part their Heirs and Assigns that they the said John Burton Robert Weaver Martha Burton and Sarah Burton their Heirs or Assigns shall and will from time to time and at anytime hereafter at the request and expense of the said parties hereto of the second part their Heirs or Assigns produce and shew forth or cause to be produced and shewn forth (unless prevented or hindered by fire involuntary loss or other inevitable accident) unto the said parties hereto of the

second part their Heirs or Assigns Council Attorney or Agent or in any Court of Law Equity or other Indicature or elsewhere as occasion shall require the Feoffment and will above recited or mentioned for the manifesting maintaining and proving the right and title of the said parties hereto of the second part their Heirs or Assigns to the said Lands Hereditaments and Premises hereinbefore mentioned and intended to be hereby conveyed and every or any part thereof **And** also that they the said John Burton Robert Weaver and Anne his Wife Martha Burton and Sarah Burton or some or one of them now are or is lawfully and rightfully seised of the said Lands Hereditaments and Premises hereinbefore mentioned and intended to be hereby granted released or conveyed and their appurtenances of an absolute estate of inheritance in fee simple **And** that they the said John Burton Robert Weaver and Anne his Wife Martha Burton and Sarah Burton have in themselves good right full power and lawful and absolute authority by these presents to grant bargain sell release and assure all and singular the same Hereditaments and Premises unto and to the use of the said parties hereto of the second part their Heirs and Assigns in manner aforesaid **And** also that they the said parties hereto of the second part their Heirs and Assigns paying the rent and performing the conditions aforesaid shall and may at all times forever hereafter peaceably and quietly have hold and enjoy the said Lands Hereditaments and Premises hereinbefore mentioned and intended to be hereby granted released or conveyed and receive the rents and Profits thereof without the let said hindrance or interruption of the said John Burton Robert Weaver Anne his Wife Martha Burton and Sarah Burton or any of them or their or any of their Heirs or Assigns or any other person or persons lawfully claiming or to claim by from or under them or any of them or the said John Burton deceased **and** that free from all incumbrances whatsoever done or committed by them or by the said John Burton deceased **And further** that they the said John Burton Robert Weaver Anne his Wife Martha Burton and Sarah Burton and each of the their and each of their Heirs and all other persons lawfully claiming or to claim by from or under them or any of them or the said John Burton deceased shall and will at any time or times hereafter at the request and expense of the said parties hereto of the second part their heirs or Assigns make and execute or cause to be made and executed all and every such further and other lawful and reasonable acts deeds devises conveyances and assurances in the Law whatsoever for the further better more perfectly and absolutely conveying and assuring the said hereditaments and Premises hereinbefore mentioned and intended to be hereby granted released or conveyed or any part thereof unto and to the use of the said parties hereto of the second part their Heirs and assigns forever upon the trusts and in manner aforesaid as by the said parties hereto of the second part their Heirs or Assigns or their or any of their Council learned in the Law shall in that behalf be lawfully and reasonably devised or advised and required **In witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first hereinbefore written-----

Transcribed by Peter and Barbara Higham of Whittle-le-Woods in February 2005