

Rose Cottage – Summary of Documents

1797

Richard Wright the Older- indenture with the Reverend John Holdsworth Mallory to whom he will pay 6d per ground rent on 11th November each year.

1826

Richard died

1827

Richard's Will. Daughter Mary (who presumably can't look after herself) gets the desk, bed and screen. Daughter Elizabeth gets the screen after Mary's death, along with a chest of drawers, chest, pillow and clock. Grand-daughter Ann Whitelegg gets the side-saddle. Wife Martha gets the rest of the estate. £20 to the executors to look after Ann Whitelegg's education. Sons James (b1781) and Richard (1791) to inherit from their mother. Mary to get £6 per year out of the estate after her mother dies. The estate to be valued and offered to James if he wishes. £300 to be invested and the interest to be paid to Martha for the rest of her life and then to their daughter Mary. After Mary's death. The £300 to be split between the three children James, Richard, Elizabeth and Ann Whitelegg.

The witnesses are James Earl a Relieving Officer who lives in Knutsford (a Relieving Officer superintends the relief of the poor), Thomas and Hannah Beswick (farmers in Toft).

1841

At the census Martha and Mary are living at Wright's Cottage (Smith Lane), James is at Key Cottage and Richard and family are at Wall Brow (Waugh Brow)

1844

Martha died in 1841 and Mary in 1843 so the will comes into effect. Richard Wright, sister Elizabeth (who is a widow but had married Joseph Brown) and Ann Whitelegg (now Mrs George Birch) are the first party. James Wright is the second party and James's son John Wright is the third party. James agrees to buy the other three out for three quarters of the value assessed at £129/10s. So pays £97/2s/6d. The property also includes Rowcroft Croft 'opposite' so presumably the other side of the road, which contains a pig sty and a shippon (cow shed) and Pew Number 43 at the Church!

1845

An indenture between James and his son whereby John will pay a one off sum of 10s to receive an annual income from the tenanted property of £2/2s.

1885

James Wright died in 1860, James Earl in 1867 and George Birch in 1868 (naming his wife Ann, Thomas Robinson and Joseph Holford as executors in his will). In this indenture, Ann, Thomas and Joseph discharge their responsibilities as trustees to Henry Roscoe and William Greenup solicitors in Knutsford.

Definitions of ancient/legal terminology: Turbary – the right to take peat from another's ground; Alien – verb to transfer; Enfeoff – verb to invest for inheritance;

Fee simple – unconditional inheritance; Distrain – to seize for non payment of rent; Messuage – dwelling and adjacent lands.

This indenture made the tenth day of July in the thirty seventh year of the reign of His Majesty King George the third over Great Britain and so forth and in the year of our Lord one thousand seven hundred and ninety seven between the Reverend John Holdsworth Mallory of Nether Knutsford in the County of Chester Clerk of the one part and Richard Wright of Mobberley in the said County, farmer of the other part.

Witnesseth that the said John Holdsworth Mallory for and in consideration of the yearly rent and reservations hereinafter mentioned, reserved and contained and on the part and on behalf of the said Richard Wright, his executors, administrators to be paid, observed, performed and kept and also for and in consideration of the sum of five shillings of lawful money of Great Britain to him in hand paid by the said Richard Wright at or on before the sealing and delivery here of the receipt whereof is hereby acknowledged and for divers other good causes and considerations him thereunto moving he the said John Holdsworth Mallory hath granted, bargained, sold, aliened, enfeoffed, released and confirmed and by those presents doth grant, bargain, sell, alien, enfeoff release and confirm unto the said Richard Wright, his heirs and assigns all that piece and parcel of land lying and being in Mobberley aforesaid containing by admeasurement five roods of land of Cheshire large measure or thereabouts to the same more or less bounding on or towards the East upon land belonging to the Reverend Henry Offley Wright of Mottram St Andrew in the said County Esquire, on or towards the West upon land belonging to George Leycester of Toft in the said County Esquire, on or towards the North upon Mobberley Brook and on or towards the South upon the Heald Mill Lane.

And all ways, waters, watercourses, paths, gates, passages, liberties, easements, privileges, advantages and hereditaments whatsoever to the said piece or parcel of land belonging or in anywise appertaining or which now or heretofore have been accepted, reputed, taken, known or enjoyed to or with the same or as part parcel thereof or of any part thereof.

And the reversion, reversions, remainder and remainders, rents, issues and profits of all singular the said premises

And also the Estate, Right, Title, Interest, Use, Trust, Benefit, Property, Claim and Demand whatsoever of him the said John Holdsworth Mallory of, in and to the same and every part and parcel thereof with the appurtenances to have and to hold the said piece or parcel of land with the hereditaments and premises hereinbefore mentioned to be hereby granted and enfeoffed and every part and parcel thereof with the appurtenances unto the said Richard Wright, his heirs and assigns.

To the only proper use and both of the said Richard Wright, his heirs and assigns for ever yielding and paying therefore yearly and every year unto the said John Holdsworth Mallory, his heirs or assigns the rent or sum of six pence at or upon the yearly feast day of St Martin the Bishop in Winter (*November 11th*)

And the said Richard Wright for himself, his heirs, executors and administrators doth hereby covenant, promise and agree to and with the said John Holdsworth Mallory, his heirs and assigns that he the said Richard Wright, his heirs, executors, administrators or assigns shall and will well and truly pay or cause to be paid unto the said John Holdsworth Mallory, his heirs and assigns the said yearly rent or sum of six pence at the time herein before mentioned for payment thereof as aforesaid free and clear from all says, taxes, charges and encumbrances whatsoever, parliamentary or otherwise.

And the said John Holdsworth Mallory for himself, his heirs and assigns doth covenant, promise and grant to and with the said Richard Wright, his heirs and assigns that he the said Richard Wright that he, his heirs and assigns shall and may from time to time and at all times hereafter peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said premises hereinbefore granted and enfeoffed with the appurtenances without any so, suit, trouble, hindrance, molestation, interruption or disturbance of or by him the said John Holdsworth Mallory, his heirs or assigns or of any other person or persons whomsoever claiming or to claim by, from or under him, them or any of them.

And further that the said John Holdsworth Mallory and his heirs and all or every other person and persons and his and their heirs any thing having or claiming of, in or to the premises hereby granted and enfeoffed or any part thereof by, from or under him the said John Holdsworth Mallory shall and will at all times hereafter at the requests and costs of the said Richard Wright, his heirs and assigns make, do, execute or cause or procure to be made done and executed all and every such further and other lawful and

reasonable grants, acts and assurances in the law whatsoever for the further, better and more perfect granting, conveying and assuring of the said premises hereby granted and enfeoffed with the appurtenances unto the said Richard Wright, his heirs and assigns according to the true intent and meaning of these presents as by the said Richard Wright, his heirs or assigns or his or their Counsel learned in the law shall be reasonably advised and required.

And lastly the said John Holdsworth Mallory hath made, ordained, constituted and appointed and by these presents doth make, ordain, constitute and appoint Thomas Higginson of Mobberley aforesaid, farmer, his true and lawful attorney for him and in his name into and upon the said piece or parcel of land, hereditaments and premises herein before mentioned to be hereby granted and enfeoffed or into some part thereof in the name of the whole to enter and possession thereof to take and have and afterwards full peaceable and quiet possession and seizure thereof to give and deliver unto the said Richard Wright to hold unto the said Richard Wright, his heirs and assigns forever according to the true intent and meaning of these presents.

In witness whereof the parties aforesaid to these presents, their hands and seals have set the day and year first above written.

This is the last will and testament of me Richard Wright of Mobberley in the County of Chester in manner and form following that is to say first I will and direct that all my just debts, funeral expenses and the charges of the probate of this my will and all other expenses relative thereto be fully paid and discharged out of my personal estate.

And I give and bequeath unto my daughter Mary Wright my Desk, also the bed on which she now lies for her own use. I also give unto my said daughter Mary the screen during her life and at her death I bequeath the said screen unto my daughter Elizabeth Wright for her own use. I also give and bequeath unto my said daughter Elizabeth Wright the Chest of Drawers which are called Gold, an old chest which was her grandmother's and the pillion.

And I give and bequeath to my Granddaughter Ann Whitelegg my side saddle

And I give and bequeath unto my wife Martha Wright all the rest and residue of my household goods and furniture, plate, linen and china now in the house in which we live for and during her natural life and after her decease I direct the same to be placed to the residue of my personal estate with the exception of the bed on which she lay and the clock which I give and bequeath to my daughter Elizabeth Wright

And I give and bequeath unto my executors hereafter mentioned the sum of twenty pounds upon trust to apply the same in and towards the education and advancement in the world of my said Granddaughter Ann Whitelegg

And I give and devise unto my said wife Martha Wright and her assigns all that my messuage or dwellinghouse and a croft which I purchased from the Reverend Mr Mallory and also my croft called Rowford Croft for and during her natural life without impeachment of waste.

And I will and direct that during her life all my unmarried children shall have liberty to reside at the said messuage with their mother so long as they remain single and unmarried and from and after the decease of the said Martha my wife, I give and devise the same messuage, dwellinghouse, crofts and premises unto my sons James Wright and Richard Wright, their heirs and assigns for ever upon trust nevertheless and to the interest and purpose that they my said sons or the survivor of them or the heirs or assigns of such survivor do and shall permit and suffer my said daughter Mary Wright or her assigns for and during her natural life to receive and take one annuity or yearly sum of six pounds by, from and out of the rents, issues and profits thereof by two equal half yearly payments. That is to say the twenty fifth day of January and the twenty ninth day of September, the first payment thereof to begin and be made on such of the said days as shall happen next after the decease of my said wife with full and free liberty and power to and for the said Mary Wright or her assigns to distrain for, levy and raise the same when in arrear in such manner as rent in arrear can or may lawfully be distrained for, levied and raised.

And subject to the annuity and the power hereinbefore given for raising the same in trust for and to the use of them the said James Wright and Richard Wright and my daughter Elizabeth Wright and my Granddaughter Ann Whitelegg, their heirs and assigns for ever to take as tenants in common and not as joint tenants

And it is my will and desire that the said premises shall be valued by some sufficient person or persons to be chosen by my said children and offered to my said son James Wright at such valuation if he chooses to take the same.

And I give and bequeath to my executors hereinafter named the sum of three hundred pounds to be raised out of my personal estate provided the same shall amount to so much but if it shall not amount to three hundred pounds then I give and bequeath to my executors such sum as my personal estate shall amount to upon trust to place the same out at interest and to pay the interest and income arising therefrom unto my wife Martha Wright or her assigns for and during her natural life to be applied towards the maintenance of herself and my daughter Mary Wright and from and after the decease of my said wife to pay the said interest and income unto my daughter Mary Wright or her assigns for and during her natural life to be applied towards her maintenance and support.

And after the death of my said wife to pay and devise the said principal sum so placed out at interest unto and amongst my said children James Wright, Elizabeth Wright, Richard Wright and my Granddaughter Ann Whitelegg share and share alike and in case the three hundred pounds directed to be placed out at interest as above mentioned or any part thereof shall be lost by any unforeseen accident such as failure of the bank or the person in whose hands the same may be entrusted then I direct that my executors shall not be accountable for the deficiency but that the loss be born equally by my said children and my Granddaughter Ann Whitelegg.

And I give and bequeath all the rest, residue and remainder of this my will and hereby revoking all former wills by me at any time herebefore made I do publish and declare this to be my last will and testament in witness thereof I have herewith set and put my hand and seal the sixteenth day of October in the year of our Lord one thousand eight hundred and twenty six. Signed, sealed, published and declared by the said testator Richard Wright as and for his last will and testament in the presence of us who have subscribed our names as witnesses thereto in the presence of the said testator and of each other: James Earl, Thomas Beswick, Hannah Beswick.

This indenture made the seventh day of July in the year of our Lord one thousand eight hundred and forty four between Richard Wright of Mobberley in the County of Chester, Yeoman, Elizabeth Brown of Mobberley aforesaid, widow late Elizabeth Wright spinster and George Birch of Tatton Park in the said County, Park Keeper and Ann, his wife (which said Richard Wright, Elizabeth Brown and Ann Birch are devisees in fee under the last Will and Testament of Richard Wright the elder late of Mobberley aforesaid, yeoman, deceased of three equal fourth shares of the hereditaments and premises hereinafter particularly described and also released or intended to be) of the first part; James Wright of Mobberley aforesaid, Yeoman of the second part and John Wright of Mobberley aforesaid, Yeoman, of the third part.

Whereas the said Richard Wright the older being at the time and of the date and execution of this Will hereinafter recited and so continuing without intermission to the time of his death seized in absolute fee simple in possession free from all encumbrances whatsoever (Except as hereinafter is excepted) of the plots, pieces or parcels of land, messuage or dwellinghouse buildings and other hereditaments hereinafter particularly described and also released or intended to be by his will in writing bearing date on or about the sixteenth day of October one thousand eight hundred and twenty six (Executed and attested in such manner as was then required so as to pass freehold Estates) gave and devised unto his wife Martha Wright and her assigns all that his messuage or dwellinghouse and a croft which he purchased from the Reverend Mr Mallory and also his the said testator's croft called Rowford Croft (being the hereditaments and premises hereinafter particularly described and also released or intended so to be) for and during her natural life without impeachment of waste.

And the said testator did will and direct that during her life all his unmarried children should have liberty to reside in the messuage with their mother so long as they remained single and unmarried and from and after the decease of the said Martha his said wife testator gave and devised the same messuage or dwellinghouse, croft and premises unto his said sons the said James Wright and Richard Wright, their heirs and assigns for ever upon trust nevertheless and to the intent and purpose that they his said sons or the survivor of them or the heirs or assigns of such survivor should permit and suffer his (the said testator's) daughter Mary Wright or her assigns for and during her natural life to receive and take one annuity or yearly sum of six pounds by from and out of the costs, issues and profits thereof on the days and times and with such powers of distress and outcry in case of non-payment thereof as in his said Will are mentioned for payment and recovery of the same and subject thereto in Trust for and to the use of them the said James Wright and Richard Wright his (the said testators) daughter, the said Elizabeth Brown then Elizabeth Wright and his (the said testator's) granddaughter the said Ann Birch then Ann Whitelegg, their heirs and assigns for ever as tenants in common and not as joint tenants.

And the said testator did thereby declare it to be his will and he did thereby desire that the said premises should be valued by some sufficient person or persons to be chosen by his said children and offered to his the said testator's said son James Wright at such valuation if he chose to take the same.

And said testator appointed his said wife Martha Wright executrix and his said two sons James Wright and Richard Wright executors of this his said will.

And whereas the said Richard Wright the older departed this life in or about the month of January one thousand eight hundred and twenty seven without having in any manner altered or revoked his said will and the said will was on the second day of July one thousand eight hundred and twenty seven only proved by the said James Wright one of the Executors thereof in the Consistory Court of the Diocese of Chester.

And whereas the said Martha Wright the widow departed this life in or about the month of May one thousand eight hundred and forty one.

And whereas the said annuity or yearly sum of six pounds was duly paid to the said Mary Wright the daughter up to the day of her death which happened in or about the month of July one thousand eight hundred and forty three.

And whereas since the decease of the said Richard Wright the elder, the said Elizabeth Brown (late Elizabeth Wright) intermarried with Joseph Brown of Mobberley aforesaid, Yeoman (since deceased) but there was no issue of the said marriage.

And whereas the said Richard Wright the younger, Elizabeth Brown and George Birch and Ann his wife have in compliance with the desire of the said Richard Wright the older expressed in his said revised will caused the said hereditaments and premises comprised in and devised by the said will and hereinafter particularly described to be valued and have offered to their said three equal undivided fourth shares of the said hereditaments and premises to the said James Wright at the sum of ninety seven pounds two shillings and six pence being the amount of three equal fourth parts of the sum of one hundred and twenty nine pounds and ten shillings, the price at which the entirety of the said hereditaments and premises have been so valued as aforesaid and

the said James Wright hath agreed to purchase the said three equal individual fourth shares of the said hereditaments and premises at the said sum of ninety seven pounds two shillings and six pence and is desirous that the same shares respectively shall be conveyed and assured unto him, the said James Wright his heirs and assigns by these presents in manner hereinafter appearing. Now this indenture witnesseth that in pursuance and performance of the said agreement and in consideration of the sum of ninety seven pounds two shillings and six pence of lawful money of Great Britain to the said Richard Wright the younger, Elizabeth Brown and George Birch and Ann his wife in equal proportions in hand well and truly paid by the said James Wright at or immediately before the execution thereof the receipt of which said sum accordingly in full for the absolute purchase of three individual equal fourth shares of the said plots, pieces or parcels of land, messuage or dwellinghouse buildings or premises hereinafter particularly described and as to the said individual fourth shares also released or intended so to be with their appurtenances, they the said Richard Wright the younger, Elizabeth Brown and George Birch and Ann his wife do hereby respectively admit and acknowledge and of and from the same sum and every part thereof do acquit, release and discharge the said James Wright, his heirs, executors, administrators and assigns and every of them for ever by these presents.

They the said Richard Wright the younger, Elizabeth Brown and George Birch and Ann his wife have and each and every of them hath (according only to their respective estates and interests in the hereditaments and premises intended to be hereby released and conveyed) granted bargained sold aliened and released and by these presents do and each and every of them doth grant bargain sell alien and release unto the said James Wright, his heirs and assigns, this conveyance being intended to take effect in pursuance and by virtue of an Act of Parliament passed in the fourth year of the reign of her present Majesty Queen Victoria entitled "An Act for rendering a release as effectual for the conveyance of Freehold Estates as a lease and release by the same parties".

All those equal individual fourth parts or shares (the whole into four equal parts or shares being considered as divided) of them the said Richard Wright the younger, Elizabeth Brown and George Birch and Ann his wife of and in trust, all that plot, piece or parcel of land lying and being in Mobberley aforesaid containing by admeasurement five roods of land of the Cheshire large measure or thereabouts, be the same more or less bounded on or towards the east upon land belonging to the Reverend Henry Offley Wright Esquire, on or towards the west upon land belonging to George Leycester Esquire, on or towards the north upon Mobberley Brook and on or towards the south upon the Heald Mill Lane.

And also that the messuage or dwellinghouse and other buildings erected and built by the said Richard Wright the elder and now standing and being upon the said plot, piece or parcel of land or on some part thereof and now in the occupation of John Hunstall as tenant thereof together with the seat or sitting place in the pew number "43" situate and being in the Parish Church of Mobberley aforesaid to the said messuage or dwellinghouse and premises belonging and herewith occupied.

Secondly all that other plot, piece or parcel of land lying and being in Mobberley aforesaid commonly called or known by the name of Rowford Croft and now in the occupation of John Burgess. And thirdly all that other plot, piece or parcel of land with the edifice or building erected and built thereon by the said Richard Wright the elder situate standing and being in Mobberley aforesaid nearly opposite to the said messuage or dwellinghouse and premises hereinbefore described now used as and for a shippon and pig sty and in the occupation of the said John Hunstall.

And also of and in all and singular houses, outhouses, edifices, buildings, barns stables, yards, folds, bank sides, orchards, gardens, pieces or parcels of land, commons, common of pasture and turbary, ways, gates, entries, paths, passages, waters, watercourses, hedges, ditches, foulds, liberties, rights, members privileges and appurtenances whatsoever to the said several hereby released hereditaments and premises or any part thereof belonging or herewith held, used, occupied or enjoyed or known as part, parcel or member thereof.

And the reversion, reversions, remainder and remainders yearly and other rents, issues and profits of all and singular the same hereditaments and premises.

And all the estate, right, title, inheritance, reversion, use, trust property, possession, benefit, claim and demand whatsoever both at law and in equity of them the said Richard Wright the younger, Elizabeth Brown and George Birch and Ann his wife and each of them and in to or out of the said hereditaments and premises and every part thereof to have and to hold the said three equal individual fourth parts or shares hereby released or intended so to be of and in the said plots, pieces or parcels of land, messuage or dwellinghouse, buildings, hereditaments and premises hereinbefore particularly described with their appurtenances unto the said James Wright, his heirs and assigns for ever.

To the use of the said James Wright and his assigns during the term of his natural life without impeachment of waste and from and after the determination of that estate by any means in his lifetime.

To the use of the said John Wright, his executors and administrators during the natural life of the said James Wright. In trust nevertheless for him the said James Wright and his assigns during his life and from and after the determination of the estate so limited in use to the said John Wright, his executors and administrators.

To the use of the said James Wright, his heirs and assigns for ever, subject nevertheless as to the said three equal individual fourth shares of the said plot, piece or parcel of land firstly hereinbefore described to the payment of three equal fourth parts of a yearly chief rent of six pounds payable in respect of the entirety of the same hereditaments and also subject as to the said three equal individual fourth parts of the said plot, piece or parcel of land premises thirdly hereinbefore described to the payment of three equal individual fourth parts of a yearly chief rent of one shilling payable in respect of the entirety of the said last mentioned hereditaments.

And the said James Wright doth hereby declare and assert that his widow if any shall not be entitled to dower out of or in respect to all or any part of the said hereditaments and premises hereby released or intended so to be.

And the said Richard Wright the younger as concerning his individual equal fourth share hereby released or intended so to be of the hereditaments hereinbefore described and as concerning his own acts and defaults and the acts and defaults of the said Richard Wright deceased and all persons claiming under them respectively doth hereby for himself, his heirs, executors and administrators.

And the said Elizabeth Brown as concerning her individual equal fourth share hereby released or intended so to be of the hereditaments hereinbefore described and as concerning her own acts and defaults and the acts and defaults of the said Richard Wright deceased and all persons claiming under them respectively doth hereby for herself, her heirs, executors and administrators.

And the said George Birch as concerning the equal undivided fourth share of himself and his said wife hereby released or intended so to be of the hereditaments hereinbefore described and as concerning the acts and defaults of the said George Birch and Ann his wife and the said Richard Wright deceased and all persons claiming under them respectively doth hereby for himself, his heirs, executors and administrators.

And for the said Ann his wife covenant, promise and agree with and to the said James Wright, his heirs and assigns by these presents in manner following that is to say that for and notwithstanding any act, deed, matter or thing whatsoever by them the said Richard Wright the younger, Elizabeth Brown and George Birch and Ann his wife any or either of them or by the said Richard Wright the elder deceased made, done, committed or willingly suffered to be done to the contrary they the said several covenanting parties or some or one of them now have or hath in themselves, himself or herself good right full power and authority to grant, bargain, sell or release or otherwise assure all and singular the said hereditaments and premises hereby granted, intended or so to be with their appurtenances unto the said James Wright his heirs and assigns to the uses and in manner aforesaid and according to the true intent and meaning hereof.

And that for and notwithstanding any such act, deed, matter or thing as aforesaid the said hereditaments and premises hereby released or intended so to be with their appurtenances shall from time to time and at all times hereafter remain, continue and be to the uses hereinbefore expressed and be peaceably and quietly held and enjoyed and the costs, issues and profits thereof received and taken accordingly without any lot, suit, hindrance, interruption, eviction or denial of or by the said Richard Wright the younger, Elizabeth Brown and George Birch and Ann his wife, their heirs or assigns or any of them or any person or persons lawfully claiming or to claim by, from through, under or in trust for them or any of them or the said Richard Wright the older deceased.

And that free and clear and freely and clearly acquitted and discharged by them the said covenanting parties, their heirs, executors or administrators at their respective expense well and sufficiently saved harmless and indemnified from and against all and all manner of former and other estates, interests, liens, charges and encumbrances whatsoever at any time heretofore and to be at any time hereafter done or privily suffered by the said covenanting parties any or either of them or any person or persons rightfully claiming or to claim by, from, through, under or in trust for them any or either of them or the said Richard Wright the older deceased (other than and except the said three equal fourth parts of the said two several yearly chief rents of six pounds and one shilling payable in respect of the entirety of the said hereditaments and premises hereinbefore described.

And further that they the said covenanting parties, their heirs, executors, administrators and assigns and every other person and persons having or lawfully claiming or who shall or may have or lawfully claim any estate or interest of, in, to or out of the said hereditaments and premises hereby granted and released or intended so to be or any part thereof by, from, through, under or in trust for them the said covenanting parties any or either of them or by, from or under or in trust for the said Richard Wright the older deceased shall and will from time to time and at all times hereafter on the reasonable request and at the costs and charges of the said James Wright, his heirs and assigns make, do and execute all and every such further and other lawful and reasonable act and acts, thing and things, conveyances and assurances in the law whatsoever for more effectually conveying and assuring the hereditaments and premises hereby granted and released or intended so to be and every part thereof with their appurtenances unto the said James Wright, his heirs and assigns to the uses and in the manner aforesaid and according to the

true intent and meaning of these presents as by the said James Wright, his heirs or assigns or his or their counsel in the law shall be lawfully and reasonably advised and required in witness whereof the parties aforesaid have hereunto set their hands and seals the day and year first before written

1845

This Indenture made the thirteenth day of January in the year of our Lord one thousand eight hundred and fortyfive between James Wright of Mobberley in the County of Chester, Yeoman of the one part and John Wright (his son) of the same place (Yeoman) of the other part.

Whereas the said James Wright in consideration of the natural love and affection which he bears towards his son the said John Wright, has proposed to give and to grant unto him and his heirs a clear yearly fee farm chief or ground rent or annual sum of two pounds two shillings to be paid at the times and in the manner hereinafter mentioned and to be issuing out of the plot of land messuage or dwellinghouse and hereditaments hereinafter described and of which the said James Wright is so joined in fee simple.

Now therefore this indenture witnesseth that for and in consideration of the natural love and affection which he, the said James Wright hath and bears towards his son the said John Wright and in consideration of the sum of ten shillings of lawful British money by the said John Wright to the said James Wright at or immediately upon the execution of these presents well and truly paid the receipt whereof is hereby acknowledged, the said James Wright hath given granted bargained sold and confirmed and by those presents doth grant bargain sell and confirm unto the said John Wright and his heirs one clear yearly fee farm chief or ground rent or annual sum of two pounds two shillings of lawful British money to be charged and chargeable upon and yearly issuing and payable out of and from all that plot of land messuage or dwellinghouse with the conveniences and appurtenances thereunto belonging of him the said James Wright situate and being in Mobberley aforesaid in a certain street there called Heald Mill Lane and now or late in the occupation of John Henstull as tenant thereof all which said messuage or dwellinghouse and hereditaments are of the yearly value of six pounds and upwards clear of all deductions whatsoever.

To have receive take and enjoy the said clear yearly fee farm relief or ground rent or annual sum of two pounds two shillings hereinbefore granted and confirmed or intended so to be unto and in the use of the said John Wright his heirs and assigns for ever to be paid and payable by two actual half yearly payments in each and every year on the several days following, that is to say the twenty fourth day of June and the twenty fifth day of December free and clear of and without making any deductions or abatement whatsoever thereout or out of any part thereof for or in respect of any taxes charges assessments or other impositions whatsoever, the first half yearly payment of the said chief or ground rent or annual sum of two pounds two shillings to be made on the twenty fourth day of June now next ensuing.

And the said John Wright doth hereby declare that no widow of him the said John Wright shall be entitled to dower into or out of the said chief or ground rent or annual sum hereby given and granted or in to or out of any part thereof provided always and the said James Wright doth hereby grant to the said John Wright his heirs and assigns that from time to time when and as often as it shall happen that the said chief or ground rent or annual sum of two pounds two shillings or any half yearly payment of the same it shall be in arrear or unpaid for fourteen days next over or after any one of the days or times whereon the same is hereinbefore appointed to be paid as aforesaid then and so often and from time to time it shall and may be lawful to and for the said John Wright his heirs and assigns unto and upon the plot of land messuage or dwellinghouse and hereditaments out of which the said chief or ground rent or annual sum of two pounds two shillings is to be issuing and payable or unto and upon any part thereof to enter and distrain for the same chief or ground rent or annual sum and all the arrears thereof and the distress and distresses then and there found to distrain, manage, sell and dispose of in the same manner in all respects and upon the same terms as distressed for rent reserved upon leases for years may be and are or ought to be managed sold and disposed of as if the said chief or ground rent or annual sum of two pounds two shillings was a rent reserved upon a lease for years

To the intent that the said John Wright his heirs and assigns shall thereby therewith or otherwise be fully satisfied and paid the said chief or ground rent or annual sum of two pounds two shillings and all arrears thereof and all costs charges and expenses to be occasioned by the non-payment thereof at the days or times hereinbefore appointed for payment of the same.

And further that from time to time when and as often as it shall happen that the said chief or ground rent or annual sum of two pounds two shillings or any part thereof shall be in arrear or unpaid for twenty one days next over or after any one of the said days whereon the same is hereinbefore appointed to be paid as aforesaid and so often and from time to time either upon or at any time after the expiration of the said twenty one days it shall and may be lawful to and for the said John Wright his heirs and assigns (although no formal or legal demand shall have been made of the said chief or ground rent or annual sum of two pounds two shillings) unto and upon the said plot of land messuage or dwellinghouse and hereditaments out of which the said chief or ground rent or annual sum is to be issuing and payable as aforesaid or unto and upon any part of the same hereditaments

in the name of the whole thereof to enter and the same to have hold and enjoy and the rents and profits thereof and of every part thereof to receive and to take to and for his and their own use and benefit until he or they shall thereby or therewith or otherwise be fully satisfied and paid the said chief or ground rent or annual sum of two pounds two shillings and all the arrears thereof and also so such of the same chief or ground rent or annual sum as from time to time shall accrue and grow due during such time as the said John Wright

his heirs or assigns shall continue on the possession of the premises after every such entry as aforesaid and also all such costs losses charges and expenses as shall be occasioned by non-payment of the said chief or ground rent or annual sum or any part thereof at the days and times aforesaid. In witness whereof the said parties to these presents have hereunto set their hand and seals the day and year first above written

James Wright

John Wright

1885

This indenture made the tenth day of November one thousand eight hundred and eighty five between Ann Birch of Nether Knutsford in the County of Chester, widow, Thomas Robinson of Lower Peover in the said County, Yeoman, and Joseph Holford of Chelford in the said County, Agent of the one part and Henry Roscoe of Nether Knutsford aforesaid Gentleman and William Greenup of Nether Knutsford aforesaid Gentleman of the other part.

Whereas James Wright late of Mobberley in the said County, Yeoman duly made and executed his will dated the twenty sixth day of one thousand eight hundred and sixty and thereby after giving divers pecuniary legacies devised his freehold messuage or dwellinghouse in which he then lived with the lands and appurtenances thereunto belonging together with all the rest residue and remainder of his personal estate and effects whatsoever and wheresoever unto George Birch of Nether Knutsford, aforesaid Gentleman and James Earl of the same place, Relieving Officer, their heirs and assigns upon trusts and with powers thereby declared of the same and declared that in case the said George Birch and James Earl or either of them should die in his lifetime or should at his testators decease renounce or be unable to act in the trusts of that his Will, or in case the said George Birch and James Earl or either of them or any Trustee or Trustees to be appointed under that present proviso should afterwards die or become unable or unwilling to act in the trusts of that his Will before the same should be fully executed and performed then and in such case and so often as the same should happen it should be lawful for the surviving or continuing trustees or trustee for the time being under that his Will in their or his own discretion or if there were no surviving or continuing trustee then for the retiring trustees or trustee, or if there were no such last mentioned Trustee then for the executors or administrators of the last deceased trustee to appoint any fit person or persons to supply the place or places of the trustee or trustees so dying or becoming unable or unwilling to act as aforesaid and that immediately after every such appointment the said trust estates monies and effects, stock, funds or securities should be conveyed, assigned and transferred at the cost and expense of his trust estate in such manner that the same might vest in such new trust or trustees jointly with the surviving or continuing trustee or trustees or in such new trustee or trustees solely as the case might require subject to the trusts aforesaid and such new trustee or trustees should have and might exercise as well, before as after such conveyance and transfer as aforesaid, all the powers and authorities whatsoever thereinbefore contained in the same manner to all intents and purposes as if he or they had been appointed a trustee or trustees of that his Will and be appointed the said George Birch and James Earl Executors of his said Will.

And whereas the said James Wright died without having altered or revoked his said Will and the same was proved by the said George Birch and James Earl in the District Registry at Chester attached to Her Majesty's Court of Probate on the twenty second day of November one thousand eight hundred and sixty.

And whereas the said James Earl died on the twenty first day of January one thousand eight hundred and sixty seven.

And whereas the said George Birch duly made and executed his will dated the eleventh day of May one thousand eight hundred and sixty three and appointed his wife the said Ann Birch and the said Thomas Robinson and Joseph Holford to be executors of that his Will.

And whereas the said George Birch died without having altered or revoked his said Will and the same was proved by the said Ann Birch, Thomas Robinson and Joseph Holford in the District Registry of Chester attached to Her Majesty's Court of Probate on the eighth day of January one thousand eight hundred and sixty eight.

And whereas the said Ann Birch, Thomas Robinson and Joseph Holford are desirous of being discharged from the trusts of the said Will and are desirous of appointing the said Henry Roscoe and William Greenup to be trustees thereof in their place.

And whereas the property subject to the trusts of the said Will of the said James Wright now consists of the freehold hereditaments described or referred to in the first Schedule hereto and of the mortgage, debts, stocks, shares and securities specified in the second Schedule hereto and intended to be transferred unto the said Henry Roscoe and William Greenup immediately after the execution of these presents.

Now this indenture witnesseth that the said Ann Birch, Thomas Robinson and Joseph Holford in exercise of the power in this behalf vested in them as the persons nominated for the purpose by the herein before the recited Will of the said James Wright and of every or any power enabling them in this behalf do hereby appoint the said Henry Roscoe and William Greenup to be Trustees of the said Will of the said James Wright in the place of the said Ann Birch, Thomas Robinson and Joseph Holford.

And this indenture also witnesseth that in pursuance of the appointment hereinbefore made the said Ann Birch, Thomas Robinson and Joseph Holford do and each of them doth hereby declare that all and singular the freehold hereditaments described or referred to in the first Schedule hereto and all the other hereditaments and real and personal estate (if any) now vested in the said Ann Birch, Thomas Robinson and Joseph Holford upon the trusts of the said Will of the said James Wright or otherwise subject thereto and not comprised in the second Schedule hereto shall vest in the said Henry Roscoe and William Greenup for all such estate and interest as the said Ann Birch, Thomas Robinson and Joseph Holford had therein immediately before the execution of these presents or as the same are held for under the said Will of the said James Wright.

And it is hereby agreed and declared that the said Henry Roscoe and William Greenup, their heirs, Executors and administrators shall hold the said freehold hereditaments and premises vested in the said Henry Roscoe and William Greenup by means of the declaration in that behalf hereinbefore contained and also the said mortgage, debts, stocks, shares and securities specified in the second Schedule hereto when the same shall have been transferred as aforesaid upon the trusts and with and subject to the powers, provisos and declarations therein or applicable thereto respectively by virtue of the said Will.

And it is hereby agreed and declared that each of them the said Henry Roscoe and William Greenup may by himself or his firm act as Solicitor or Attorney to the trust estate and to the trustees or trustee for the time being and shall be entitled to charge and shall be paid for business so done by him in respect of the trust estate in the same manner as if he had not been a trustee. In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

The First Schedule above referred to

All that piece or parcel of land lying and being in Mobberley in the County of Chester containing by admeasurement five roods of land of the Cheshire large measure or thereabouts be the same more or less bounded on or towards the east upon land now or lately belonging to the Reverend Henry Offley Wright, on or towards the west upon land now or lately belonging to George Leycester Esquire, on or towards the north upon Mobberley Brook and on or towards the south upon the Heald Mill Lane.

And also all that messuage or dwellinghouse and other buildings erected and built by Richard Wright the elder and now standing and being upon the said plot, piece or parcel of land or on some part thereof formerly in the occupation of John Hunstall, afterwards of the said testator James Wright but now of Mrs Alice Hewitt as tenant thereof.

Together with the seat or sitting place in the pew No. 43 situate and being in the Parish Church of Mobberley aforesaid to the said messuage or dwellinghouse and premises belonging and therewith occupied.

And also all that other plot, piece or parcel of land with the edifice or building erected and built thereon by the said Richard Wright the elder situate standing and being in Mobberley aforesaid nearly opposite the aforesaid messuage or dwellinghouse and premises hereinbefore described now used as and for a shippon and pigstye formerly in the occupation of the said John Hunstall afterwards of the said testator James Wright but now of the said Alice Hewitt.

The Second Schedule above referred to

23rd November 1868 The sum of Four hundred pounds secured by mortgage No. 233 of this date under the seal of the Mayor, Aldermen and Citizens of the City of Manchester

30th December 1876 The sum of Two hundred pounds secured by mortgage No. 1202 of this date under the seal of the Mayor, Aldermen and Burgesses of the Borough of Bolton in the County of Lancaster

12th March 1878 The sum of One hundred and fifty pounds secured by mortgage No. 41 of this date under the seal of the Mayor, Aldermen and Burgesses of the Borough of Wakefield in the County of York

The sum of Thirty two pounds, one shilling and eleven pence now in the hands of the Treasurer of the Knutsford Savings Bank.