

This Indenture

made the sixteenth Day of October in the thirty fifth Year of the Reign of our Sovereign Lord King George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith and so forth and in the Year of our Lord One thousand Seven hundred and thirty five Bristow The Right Honourable Viscount George Bentinck John Campion Esq: Sir Thomas Mitchell Gentleman Sir John William Cole Esq: Baronet John Belle Esquire John Campion the Younger Esquire George Rhodes Clerk Richard Belgrave Ballant Clark Clement Drake Gentleman Richard Jeffreys Barnard Surgeon and Samuel Palmer Gentleman Surveyor Geffeller Trust for the Chamber Lands of Colton in the County of Lancashire the one Part and John Dodge of Ashton in Cheshire Gentleman Barber and James Brimfield of the same Place White Bread Baker of the other Part WITNESSETH that the said Geffeler and with the Assent and Consent of the Twenty four of the Chamber of Colton and in Consideration of the Sum of Sixty Three Pounds of good and lawful Money of Great Britain to him in Hand paid by the said John Dodge and James Brimfield at or before the Execution hereof hereby acknowledge A Willing and ready granted and to form Oath and by these Presents Doth bind with the consent of the said Twenty four Gentleman and to pay unto the said John Dodge and James Brimfield All that Dwelling or Dwelling house formerly a Toft or Plot of Ground wherein was built for a Dwelling house together with a Little Cow House Stable and Backside thereto belonging unto them in the Possession of Henry Clarke deceased since of William Palmer late of Colton deceased aforesaid being within the Burrough of Ashton a parish between the Land formerly of Sir George Smith Knight deceased on the East Part the Land of the said Geffeler on the West Part a Lane leading towards Bartholomew Well on the South part and the Kings Highway or Street on the North Part and in the Possession of John Dodge Friday and all his Rightes Lyes and Liberties Watercourse Watering Place Easement Projects Commencement Downtoys and Appurtenances to the said Premises belonging or in any wise appertaining RECEIVED and always received out of this present Summe unto the said Geffeler and the survivors of them their Successors and Assigns Agents Servants and Workmen for Liberty of Entry to and Departure over throughout upon the said Dwellinghouse and Premises at all reasonable and convenient times during the Term herein after mentioned to view search and enter the same and to have and to hold the said Dwellinghouse and Premises and every Part thereof with the Appurtenances to the said John Dodge and James Brimfield their Executors and Assigns for and during and unto the full end and term of Nineteen Years fully to be completed and ended of Robert Brigg about fifteen years and Elizabeth Brigg about Eleven years son and Daughter of William Brigg late of Ashton aforesaid Brigg deceased whether of them shall be left in the Term to commence from and immediately after the Death of Sarah Palmer daughter of William Palmer late of Ashton aforesaid Brigg died January Moneth Year and every Year from and after the Commencement of the said Term and during the continuall Term unto the said Geffeler and the survivors of them their Successors and Assigns the yearly Rent or sum of twelve Shillings of Lawfull Money of Great Britain at one of the most usual Feast dayes of Payment in the Year that is to say Ladyday Midsummer Michaelmas and Christmas the first Payment whereof to beginne to be made on or next of the said Feast dayes of Payment as shall first and next happen after the Commencement of the said Term ALSO Yielding and Paying unto the said Geffeler and the survivors of them their Successors and Assigns a sume upon the several Deaths of each of them the said Robert Brigg and Elizabeth Brigg by dyng after the Commencement of the said Term the sum of three shillings and four pence for and in the name of Mr. Rector of Ashton AND the said John Dodge and James Brimfield do hereby for themselves their Heirs and Executors Covenant Promise and agree to and with the said Geffeler and the survivors of them their Successors and Assigns that they the said John Dodge and James Brimfield their Executors and Assigns or some or one of them shall and will well and truly paye and cause to be paid the yearly Rents and Heirs before herby reserved in manner and Term aforesaid according to the Purpose hereintended and Payment of these Presents Also also shall and will after the Commencement of the said Term and during the continuall Term at their own proper cost and charges well and sufficient Repaire upholding and keepe all and singular the said Premises with their Appurtenances in all such and necessary Reparations and Amendments whatsoever else and so often as shall require and the same Premises excepted shall and will at the Expiration of the said Term leave and yield up unto the said Geffeler and the survivors of them their Successors and Assigns Also also shall and will pay bee and discharge all Borough Rent and all other Rates Taxes Duties and Taxes that shall at any time during the said Term be charged on or due for the said Premises or any Part thereof ALSO OF IT SHALL BE OF CURE that the yearly Rent above reserved in any Part thereof shall be demand and enforced in Part or in the whole by the Space of twenty days next after any or either of the said Feasts or Days of Payment wherein the same shalldyng right ought to be paid as aforesaid and no sufficient Distressor Distressor in or upon the said Premises can or may be found and taken whereby to lay and satisfy the same with the Amers thereof for if the said John Dodge and James Brimfield their Executors and Assigns shall do or commit or willingly or unwillingly to be done or committed in or upon the said demand Recimus or any Part thereint or Thing which shall or may be prejudicial to the Estate of inheritance of the said Geffeler their Heirs Successors and Assigns or shall offend the same Premises or Part thereof to become ruined or in decay and the same shall not repair and mend within One Month after notice to them or either of them for that purpose given by the said John Dodge and James Brimfield their Executors and Assigns shall sell away or dispose of the said Premises or any Part thereof unto any Person or Persons whatsoever without the Consent and Consent of the said Geffeler or the survivors of them their Heirs Successors and Assigns in writing for that Purpose first had and obtained Part and in such Case it shall and may be lawful to sue for the said Geffeler their Successors and Assigns unto the said named Premises containing Part thereof in the name of the sole Tenant and the same Premises and every Part thereof to have a quietus peaceably and quietly to have and to enjoy as in his and their good former Estate any Thing herin contained to the contrary notwithstanding ALSO the said Geffeler doth for them selves their Heirs Successors and Assigns covenant promise and agree to and with the said John Dodge and James Brimfield their Executors and Assigns that they the said John Dodge and James Brimfield their Executors and Assigns shall and may after the Commencement of the said Term and during the continuall Term by and under Payment of the yearly Rents and Heirs before herby reserved and Performance of the Covenants conditions and Grants aforesaid peaceably and quietly have and to occupy possess and enjoy the said Premises with the Appurtenances without the like suit trouble Dimic or Interception of them the said Geffeler their Successors and Assigns An witness whereof the parties above named to these Presents their hands and seals have hereunto set the Day and Year first above written

John Dodge



James Brimfield



Sealed and delivered in the presence of
John Snock — of Weston
Mrs. Snock — living with Mr Dodge

16 Oct 1795

The Feoffees of Colyton

11/27

to Counter part of lease of
Messrs Dodge and Minifie in Weston for two lines in Division of one
line

Robert Spring aged 15	£ 6 0 0
Elizabeth Spring — 11	— 12 —
in Right of Sarah Palmer	Herrick — 3 - 11