

Peel Street Baptist Church Trust Deed (*transcript*)

October 3rd 1853

At Church in the County of Lancaster this Deed was acknowledged by Joseph Hanson one of the parties thereto to be his act and deed and he requested that the same might be enrolled in Chancery the third day of October on the year of our Lord one thousand eight hundred and fifty three

Before me – Henry Kenyon

A Commissioner for taking affidavits in Chancery in England

This and the five preceding Sheets of paper contain a true copy of the Original Deed of which it purports to be a copy the same having been carefully examined and computed therewith by us this thirteenth day of May one thousand eight hundred and eighty one.

J. R. Bishop

Francis Noble

Clerks with Mess[*e*]rs Meredith Ray Littler

49 King Street

Manchester

Key

- ‘&’ denotes a symbol used to fill in the end of a line
- ‘LS’ stands for ‘Locus Sigili’, or ‘where the seal goes’ – by the 19th century, the use of this initial (or embossed or impressed seals) had replaced wax seals in most jurisdictions

This Indenture made the third day of October one thousand eight hundred and fifty three Between Benjamin Bury of Church in the County of Lancaster Manufacturing Chemist Abraham Bury of the same place Manufacturing Chemist Robert Bradley of Church aforesaid Stone Mason and Alexander Taylor late of Church aforesaid but now of Manchester in the said County Engraver of the one party and Joseph Hanson Labourer Robert Hindle Grocer and Dennis Barnes Butcher all of New Accrington in the said County William Eccles Tailor and William Pickles Corn Miller both of Old Accrington in the said County Thomas Haworth Calico Printer and Thomas Baron Distiller both of Clayton le Moors in the same County John Forster of Blackburn in the said County Tea Dealer John Driver of the Village of Sabden in the same County Grocer James Westall of Oswaldwistle in the said County Labourer and William Mullinax of Church aforesaid Labourer in the other part Whereas by means of an Indenture bearing equal date with these presents and made or expressed to be made between the same parties as this present Indenture and of a Surrender or Memorandum thereof in writing bearing equal date with such Indenture and with these presents duly signed and passed by the said Benjamin Bury Abraham Bury Robert Bradley and Alexander Taylor (which Indenture and Surrender respectively have been executed and acknowledged prior to the execution thereof) All that plot of land or ground formerly part of a field called the Half Acre situate in the Township of New Accrington aforesaid and bounded on the easterly side thereof by a Street called Bridge Street on the west side thereof by a road called the Old Mill Road on the southerly side thereof by a plot of land leased to Roger Rankine and a house or building erected thereon and on the north side thereof by a Road from Havers Bank to the Bury and Whalley Turnpike Road which said plot of ground & measures along the south east side thereof adjoining the said Street called Bridge Street thirty three yards and twenty five inches along the west side thereof adjoining the said Old Mill Road thirty two yards and fifteen inches along the south west side thereof twelve yards and nine inches and along the north side thereof sixteen yards and five inches and the same contains in the whole Four hundred and thirty one superficial square yards or thereabouts Together with the Chapel or Meeting house and other buildings lately erected and built upon the said plot of land or upon some part thereof (All which plot of land and hereditaments above described are of copyhold tenure and held and parcel of the Manor of Accrington New Hold in the said County of Lancaster and together with the appurtenances have been for the considerations in such Indenture and Surrender respectively mentioned duly demised and surrendered

by the said Benjamin Bury Abraham Bury Robert Bradley and Alexander Taylor to the use of the said Joseph Hanson Robert Hindle Dennis Barnes William Eccles William Pickles Thomas Haworth Thomas Baron John Forster John Driver James Westall and William Mullinax their executors administrators and & assigns for the term of Nine hundred and ninety nine years to be computed from the ninth day of January one thousand eight hundred and fifty at the rent and subject to the covenants provisoes and agreements by and in the said Indenture and Surrender respectively reserved mentioned and contained Nevertheless upon and for the trusts and purposes and with under and subject to the powers provisoes agreements and declarations expressed and contained of and concerning the same in and by an Indenture or Deed of Declaration of Trusts mentioned to be already prepared and to bear or to be intended to bear equal date with such Indenture and Surrender respectively and to be made or to be expressed and intended to be made between the same parties as such Indenture and meaning thereby these presents Now this Indenture witnesseth that for declaring and making known the trusts and purposes upon and for which the said plot of land chapel or meeting house and other copyhold hereditaments above described or referred unto have been so demised and surrendered as above recited and are hence forward to be held The several persons parties hereto Do and each of them Doth by this present deed indented sealed and delivered by them respectively or by some or one of them in the presence of two credible witnesses and which it is intended shall be forthwith inrolled in Her Majesty's High Court of Chancery direct and declare that the said Joseph Hanson Robert Hindle & Dennis Barnes Willian Eccles William Pickles Thomas Haworth Thomas Baron John Forster John Driver James Westall and William Mullinax their executors administrators and assigns shall stand possessed of and interested in all and singular the same hereditaments upon and for the trusts and purposes & and with under and subject to the powers provisoes agreements and & declarations hereinafter expressed and declared of and concerning the same that is to say Upon trust that they the said persons parties hereto of the other or second part and all the survivors and survivor of them and other the trustees or trustee for the time being of the said above describes piece of land chapel or meeting house hereditaments and premises do and shall at any time or times hereinafter by Mortgage of the same premises or any part thereof shall borrow at interest such sum or sums of money as will be & sufficient to pay all such debts and expences as are now due and owing or shall be from time to time hereafter contracted or incurred by them or him for the purpose of originally or otherwise erecting and finishing or for enlarging altering or repairing the said edifice chapel or meeting house or on account thereof or the trusts herein contained And (subject to every such & Mortgage) do and shall at all times during the aforesaid term of Nine

hundred and ninety nine years permit the said edifice chapel or meeting house land and hereditaments to be used as a place of Public Religious Worship for the service of God by the Society of Protestant Dissenters of the Denomination called Particular Baptists maintaining and holding the following Sentiments Doctrines and Order that is to say, Renouncing the claim of any human power of whatever name to interfere in their religious concerns or to ordain rules and ceremonies in the Church of Christ Acknowledging no authoritative rule of Doctrine of Duty of Discipline or Church order but the Sacred Scriptures only and maintaining the Great Doctrines of the One Living and true God – three Coequal and Coeternal & persons in the Godhead – The Deity and Real but sinless humanity of Jesus Christ – The Deity and personality of the Holy Spirit – The eternity and immutability of the Decrees of Jehovah – The Eternal Covenant of Grace between the three persons in the Godhead on behalf of the Church – The Eternal Election Justification and Sanctification of the Church in and through Jesus Christ – Original Sin – that is to say :- The entrance of sin condemnation and death through the fall of Adam entailing enmity against God, Total depravity of the heart and entire ruin of all his posterity – The particular personal and complete redemption of the elect and of them alone by the blood shedding of Jesus Christ – The effectual calling of all the Elect vessels of mercy at the time appointed by Jehovah’s decree – Efficacious grace in regeneration – The application of the Law to the conscience by the Holy Ghost convincing the sinner of his guilt and helplessness – The Manifestation of pardon through the Blood of Sprinkling and of Justification through the righteousness of Christ whereby the believer is delivered from the curse and rule of the law and is brought under the rule and government of the Gospel, the precepts of which are alone binding as his rule of conduct;- Final perseverance – that is to say:- The certain perseverance of the souls in grace and Faith unto Eternal life – The Baptism of believers and none others by Immersion only upon a profession of their faith in Christ – And the exclusive right of such as have been so baptised to a participation of the Ordinance of the Lords Supper – And it is hereby declared and agreed that all the affairs of the said Society touching the collecting of the rents issuing and payable from the seats or pews of the said Chapel or Meeting house and also touching the receipts of the monies to be collected at the Sacrament and such voluntary subscriptions and other sums of money as shall from time to time be paid or subscribed by any person or persons whomsoever towards the support of the Public Worship of God in the said Chapel or Meetinghouse and for defraying the expenses and charges attending the same or as shall be contributed for the benefit or support of the Minister for the time being officiating therein and for all charitable purposes shall be

under the sole management application direction and control of a majority of the Communicants for the time being of the said Chapel or Meeting house who shall be present at any Church Meeting to be holden for any of the purposes aforesaid of which meeting notice shall be publicly given in the said Chapel or Meeting house two Sabbaths previous to any such meeting And it is also hereby agreed and declared that the said trustees or trustee for the time being do and shall permit to officiate in the said Chapel or Meeting house such person or persons of the Denomination of Protestant Dissenters called particular Baptists as the major part of the members of the said Society and Communicants therein men and women at a meeting duly assembled for that purpose shall from time to time elect to officiate as their Minister or Pastor of which meeting notice shall be publicly given in the said Chapel or Meeting house two Sabbaths previous to such Election taking place and that every such Minister shall resign his situation as Minister of the said Chapel or Meeting house if and whenever a majority of the Communicants attending the said Chapel shall have declared his services unacceptable at a Meeting called for that purpose on receiving three calendar months written notice to that effect or three months salary in lieu of notice And that the salary of the Minister for the time being of the said Chapel or Meeting house shall from time to time be regulated by a majority of the Communicants for the time being at a Church Meeting to be holden for that purpose of which meeting notice shall be publicly given in the said Chapel two Sabbaths previous thereto Provided always and it is hereby expressly agreed and declared Between and by the parties hereto that if a time shall come when the & Communicants attending the said Chapel shall permit or encourage any Minister to preach Doctrines or Ordinances opposed to those before the mentioned in these presents then and whenever such a case shall happen any one or more of the trustees for the time being hereof shall have full power to shut up the Chapel or Meeting house until the church or Communicants shall appoint a Minister or Minister to preach according to the true intent and meaning of the before mentioned Doctrines and Ordinances And it is hereby agreed and declared between and by the said parties hereto that the said trustees or trustee for the time being shall when thereunto requested by the Major part in number of such Communicants as aforesaid attending at a meeting duly assembled for that purpose or in case there shall at any time hereafter for the uninterrupted space of two years cease to be any regular Particular Baptist Congregation attending Divine Worship at the said Chapel or Meeting house or in case the said Society after twelve calendar months notice shall have been publicly given in the said Chapel or Meeting house of any deficiencies and arrears of payment or any debts owing in respect of the said Chapel or Meeting house and which the said trustees

or trustee shall have been called upon to make good shall refuse or neglect to raise and pay such deficiencies arrears and debts or otherwise well and sufficiently indemnify the said trustees and trustee from the payment thereof then and in such case the said trustees or trustee shall of their or his own proper authority (if they or he shall think proper so to do[)]) by public auction or private contract and altogether or in parcels sell and absolutely dispose of and surrender and convey the said hereditaments hereinbefore described to any person or persons willing to purchase the same for so much money as can be reasonably obtained for the same And the said trustees or trustee for the time being shall stand possessed of the money arriving therefrom In trust in the first place to pay and discharge all the debts which shall be then charged or owing upon the said hereditaments and premises or to the said Trustees or Trustee in respected thereof and all such debts and expences as are or shall have been contracted or incurred by them or him as aforesaid And invest the residue (if any) in the public Stocks or funds of Great Britain and pay or apply the dividends thereof as and when the same Shall arise to or for the benefit of that Society of Protestant Dissenters of the Denomination aforesaid and holding the Doctrines and Ordinances aforesaid which shall be and have their place of Worship nearest to the plot of land Chapel and premises hereinbefore described but nevertheless with power for the said Trustees or Trustee for the time being to sell the said stocks or funds and pay or apply the proceeds thereof in the same manner and for the same purpose as hereinbefore directed in respected of the dividends thereof Provided always and to the intent that there may be at all times a competent number and perpetual succession of Trustees of the said Chapel or Meeting house it is hereby also agreed and declared that when and as often as through death incapacity resignation removal from the & neighbourhood secession from the congregation or refusal to act, the & Trustees for the time being of the presents shall be reduced to the number of five the surviving or continuing trustees together with a majority of the Communicants aforesaid attending a meeting to be duly convened for that purpose of which one calendar months notice shall be publicly given in the said Chapel or Meeting house next after such reduction shall happen shall elect other trustees in the place of such trustees so dying resigning removing from the neighbourhood seceding from the congregation or refusing or becoming incapable to act as aforesaid so as to make up the number of not less than eleven Trustees of the said Chapel or Meeting house being members of a Church of the same faith and order and that when and so often as the trustees for the time being invested with the legal estate in the said trust premises shall by death or otherwise be reduced to the number of two the said trust premises shall thereupon be conveyed & surrendered and assured so and in such manner as that the same may

be legally and effectually vested in the remaining former trustees and the newly elected trustees jointly or in the newly elected trustees solely as the case may require but nevertheless upon and for the trusts intents and purposes and with under and subject to the powers provisoes and agreements in and by these presents declared and expressed concerning the said trust premises And all trustees so to be elected shall and may in all things act and assist in the execution of the trusts to which they shall be so appointed as fully and effectually and shall be considered as vested with such and the same powers and authorities as if they respectively had been originally by these presents nominated trustees for the purposes aforesaid And it is hereby further declared that the receipt and receipts of the trustees or trustee for the time being of these presents shall effectually discharge all and every Mortgage and Mortgages purchaser and purchasers or other person and persons from all obligation to see to the application of the money to be advances or paid by him her or them respectively or to make enquiry into the necessity of any sale or mortgage or whether previous to the sale of the said hereditaments or any part thereof any such meeting has been duly convened or assembled or such notice given as aforesaid or otherwise howsoever Provided also and it is hereby further agreed and declared between and by the parties hereto that the said Trustees hereby nominated and to be appointed as hereinbefore is mentioned respectively shall be chargeable only for such monies as they shall respectively actually receive in the execution of the aforesaid trusts or powers or in relation thereunto and that they shall be at liberty to retain and allow to each other out of the monies which shall come to their respective hands all costs damages and expences incident to or incurred by reason or in the execution of the trusts in them reposed And it is hereby lastly agreed and declared that these presents and the Indenture and Surrender above recited or referred to respectively shall be deposited with one if the trustees hereof who shall be appointed for that purpose by a majority of the trustees for the time being and who is to bring forward the same or any of them at any time that a majority of the Communicants attending the said Chapel or Meeting house or of the trustees for the time being of these presents shall call for or require inspection thereof In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written -----

Benjamin (LS) Bury ---
Abraham (LS) Bury ---
Robert (LS) Bradley ---
Alexander (LS) Taylor ---
Joseph (LS) Hanson ---
Robert (LS) Hindle ---
Dennis (LS) Barnes ---
William (LS) Eccles ---
William (LS) Pickles ---

Thomas (LS) Haworth ---

Thomas (LS) Baron ---

John (LS) Forster ---

John (LS) Driver ---

James (LS) Westall ---

William (LS) Mullinax ---

Signed sealed and delivered by all the within named parties in the presence of

Henry Kenyon – Sol[icitor] Blackburn

Tho[mas] Whewell – Blackburn