

Wickfield Hall
Com Suff

Adhuc de Cur' gen'rali cu' Leta ibm cont'
octavo Die Aprilis Anno Dni 1651.

Modo de Leta, 57

juratores

Robtus Scott
Willmus Snell
Virus Biplu
Johnes Wright
Robtus Diamond

THE BEAUMONT COLLECTION

Ricrus Worts
Josua Stoward
Johnes Burr
Johnes Fingram
Honricus Cotty

defalt.

Qui dicunt, et sup doz Sacrament presentant quod
Thomas Worswick, Edmundus Spink et Willmus Gaphyn
Sunt delinquentes et desiantes infra jurisdictionem huius Leta
et ad hunc diem fuerunt defalt, proinde quilibet doz
in mia triu Denarioz.

cum.

Qui etiam dicunt quod Willmus Johannam putrum
quoddam fossa in Winger Gredno quod est Comune
notumentu, proinde in mia iii. Et si non emendat, ant d
festum Scti Johnis Baptist pro d sequor quod forisset
decem solidos.

ham.

Qui etiam dicunt quod Thomas Brown gen non
mundavit fossam suam pro Ballowe lane, proinde in
mia triu Denarioz, Et si non mundavit ant d festu pro dicit
quod forisset decem solidos.

metahub.

Esiterunt & Goutahub Johem Jovero bid, Qui

THE cover design of this catalogue is taken from a Court Roll forming part of one of the Lots to be sold. Following is a literal translation:—

COCKFIELD HALL
in COM. SUFK.

NOW of the Court General and Leet held there the eighth day of April in the Year of our Lord 1651.

THE FORM OF THE LEET

JURY

ROBERT Stott
Willaim Snell
Richard Bixly
Charles Sterne
John Wright
Robert Hamond

SWORN

RICHARD Worth
Joshua Steward
John Bruce
John Harrington
John Fincham
Henry Totty

SWORN

DEFAULTERS

THEY say, and on their Oath present that Thomas Heldriad, Edmund Spinke and William Chaplyn are tithe-men and tenants under the jurisdiction of this Leet and on this day have made default, where fore they are by them amerced two pence.

WELL

THEY further present that William Debnam has made a certain well in Wingoe Green which is reputed a Common, therefore (he is) fined iiii. And if he shall not have restored (it) before the Feast of St. John Baptist next following he is to forfeit ten shillings.

DITCH

AND THEY say also that Thomas Browen, gent., has not maintained his ditch by Gallowe Lane, therefore fined two pence, And if he has not made it before the aforesaid Feast he shall forfeit ten shillings.

CONSTABLE

THEY ELECT as Constable John Jowers senior, who at the sitting of this Court was sworn and admitted to his office.

By Order of the Trustees for Sale under the Will of George Frederick Beaumont deceased.

THE BEAUMONT COLLECTION

of

Lordships of Manors

in the Counties of

ESSEX, SUFFOLK and NORFOLK

Including

Commons, Rentcharges & Wayleave Rentals

Together with

Valuable Manorial Manuscripts, Maps, Etc.

in

27 LOTS

To be SOLD by AUCTION at

The Bonnington Hotel, Southampton Row, London, W.C.1.

on Wednesday, 3rd November, 1954

At 2 p.m.

and a further

29 LOTS

ESSEX, SUFFOLK, NORFOLK, CUMBERLAND & HUNTINGDON

For SALE by PRIVATE TREATY

Auctioneers :

C. M. STANFORD & SON
23, High Street
COLCHESTER.
Tel. : 3165

jointly concerned with

STRUTT & PARKER
49, Russell Square
LONDON, W.C.1.
Tel. : MUSEum 5625 & 3201
and
Coval Hall, CHELMSFORD.
Tel. : Chelmsford 4681

Solicitors :

BEAUMONT & SANSOM, Coggeshall, Essex. Tel. : Coggeshall 403.

PRICE 2/6

Contents

	<i>Page</i>
1. Foreword by J. WENTWORTH DAY	3
2. Historical Notes	5
3. Remarks and Stipulations	7
4. Lot Nos. 1 to 27 for sale by Auction :—	9
ESSEX	
1. Layer Breton	
2. Wivenhoe	
3. Great Bromley	
4. Crepping Hall (Wakes Colne)	
5. East Donyland	
5a. Map of the same	
6. Fordham Hall	
7. Goldingtons (Colne Engaine)	
8. Le Howe (Purleigh)	
9. Martells Hall (Ardleigh)	
10. Overhall and Netherhall (Dedham)	
10a. Map of Dedham	
11. Rivenhall Hall	
12. Tollesbury Hall	
12a. Map of Tiptree Heath	
13. Blamsters Hall (Great Easton)	
14. Great Henny	
14a. Map of the same	
SUFFOLK	
15. Akenham	
16. Beaumonds in Lindsey	
17. Glemsford	
18. Callis Metholds and Wimbolds (Glemsford)	
19. Cockfield Hall	
20. Earls Hall (Cockfield)	
21. Haughley	
22. Stowmarket	
22a. Court Book of the Hundred of Stow	
NORFOLK	
23. Ashwelthorpe and Wreningham	
24. Fundenhall with Hapton	
25. Bressingham Priory	
26. Mills on the Moor with Great Fransham	
27. Circum cum Willcocks (Little Fransham)	
5. Lots Nos. 28 to 56 available for Sale by Private Treaty.	40
6. Conditions of Sale and Memorandum.	44
7. Appendix I. Glossary.	41
8. Appendix II. Copy Statutory Rules and Orders, 1925, No. 1310/L.49.	43

FOREWORD

by

J. WENTWORTH DAY

Author of "A History of the Fens", "Farming Adventure", "The Modern Shooter", "The Modern Fowler", etc.

History is under the hammer. Titles are for sale. Honours are in the market. Feudalism, in short, is up for barter.

It all sounds very shocking and rather reminiscent of the late Lloyd George and the Sale of Honours which pricked the public conscience and caused a Royal Commission to be set up to inquire into the matter in the palmy days of pre-war peace. But this is a blameless, yet unique, auctioning of titles and honours. A most innocent sale. No "dreadful Knights" or "Barons of the Beerage" lurk under the political counter, cheque book in hand, awaiting their awards for "political and public service".

This, in short, is an auction of the individual rights to bear one of the oldest titles in English usage, that of Lord or Lady of the Manor.

Now, the phrase Lord of the Manor has an ancient and an earthy ring about it. It conjures up visions of the Great Hall of the Manor House, raftered and open to the roof-tree, with retainers, leather-jerkined and cross-gartered, sitting at meat below the great silver Salt, hammering the butt ends of their horn-handled knives and forks on the chipped and scored surface of the long, pine-topped refectory table, whilst, at the upper end, the Lord and his Lady sit in state with their family about them.

It evokes a fair and friendly picture of the Old English way of life when all who lived and worked on the Manor were not merely freemen or serfs but part and parcel of the family-community of which the Manor House was the living heart and centre.

So, when I gazed first at the Manor Rolls, maps and records which form this unique collection, I was minded of old John Aubrey's description in the Aubrey MS. where he gives you a pretty picture of life in any village manor-house when :

"the lords of manours did eat in their great gothicque halls at the high table or oreile, the folk at the side tables. The meat was served up by watchwords. Jacks are but an invention of the other daye : the poor boys did turn the spits and licked the dripping pan, and grew to be huge, lusty knaves. The body of the servants were in the great hall as nowe in the guard chamber, privy chamber, etc. The hearth was commonly in the midst, as at colleges, whence the saying 'round about our coal fire'.

Here, in the halls were mummings, cob-loaf stealings, and great number of old Christmas players performed. In great houses were lords of misrule during the twelve dayes after Christmas.

The halls of justices of the peace were dreadful to behold. The screenes were garnished with corslets and helmets gaping with open mouth, with coates of mail, lances, pikes, halberts, brownbills, battle-axes and the modern callivers, petronells and (in King Charles' time) muskets and pistols."

What, it will be asked, is the practical value of the title of Lord of the Manor today? To that I would reply that it is a title of gentility but not of nobility. It carries a territorial distinction with, in most cases, an actual ownership of soil whereas many a modern baron is barren of acres, the mere lord of a service flat. Rights of chase and warren still exist but, alas, the conies in the warren may not do so much longer. There are mineral rights in certain cases and rights of timber and turf and the right to charge rental for telegraph poles, kiosks and the like. And, occasionally, enfranchisement rent charges and, most delightful of all, the Manorial Records, those eloquent pictures in print and maps of the long and coloured story of our land.

In short, the Lordship of a Manor is a last gesture of gracious history in an age of rootlessness and cynical impermanence—the age of sardine-tin flats and bungalosis. It is about the only thing you cannot buy on the Never-Never. True, it costs money but you cannot borrow money on it. Yet it is conceivable that if any man had the temerity to inscribe it on a visiting card the reaction among sommeliers and hoteliers in the less sophisticated Continental resorts might be terrific!

The other rights and duties which made the Lordship of a Manor a formidable possession in ancient days were wiped out by the Law of Property Acts. The Lord is no longer the guardian of infant tenants. The *Droit de Seigneur*, which was never mentioned to delicate Victorian ears, is a mere wistful whisper from the age of Froissart. And the Lord no longer has any privilege of escheat for want of heirs. But he still has his ancient Manorial Records and he still bears a title which was honoured in the days of the Saxon Heptarchy.

To-day, when we are awakening tardily to a full realisation of the value of our priceless heritage of Manor Rolls, village records, parish registers, estate rent books and even old game-books and Victorian family albums, it is most necessary that such Manor Records as survive should be jealously guarded, carefully studied and, above all, kept in this country. Too many already lie, 3,000 miles or more out of reach, in American or other overseas libraries, museums and private collections. We cannot afford to export history all the time.

It is probable that never again in the lifetime of any living person will such an extensive or unique collection of Lordships of the Manor be offered for public sale as those which form the subject of this catalogue and which have been the objects of the most loving care and erudite research for more than a century by three generations of a family justly renowned in Essex for their lore and knowledge of these roots of English history.

One hopes, therefore, most devoutly, that some of the Manors here offered will be bought by descendants of those families who owned them in the past. Where that is not possible, it is more than fitting that the owners of the lands concerned should hasten to possess themselves of such unique and irreplaceable rights, records and titles.

There is a third type of person who, one hopes, will take advantage of this opportunity. That is the everyday lover of English country life and history who, although he may not own an acre or be merely a weekender with a thatched cottage and an inadequate water supply, none-the-less loves the smell and sight of English soil. If such a one were, by a romantic quirk of fancy, to become a Lord of the Manor, who can say that the seed of a future permanence for his posterity on the soil of that Manor is not sown thereby.

For this ancient title and the rights that go with it are, above all, symbolic of that permanence of interest and responsibility and continuing tenure of family residence which were the keystone of our national character and which are so sadly lacking in the Tin Pan Alleys of the world of to-day.

INGATESTONE,
ESSEX.

August, 1954.

HISTORICAL NOTES

It is commonly thought that the Manorial system started with the Conquest of England by William the Conqueror. In fact it had its beginning under the Saxon Kings, but the ordering by William I of a survey of the conquered kingdom to ascertain what income was derived from it gave birth to what is known as the Domesday Book. This survey is thought to have been finished in 1085 or 1086. It did not extend to Northumberland, Cumberland, Westmorland, and Durham, and to part of Lancashire as these counties had not then been conquered. The minute survey of every common, woodland, mill, agricultural holding and tenement in the area dealt with has provided numerous historians and genealogists with a starting point for their work. It has also, in conjunction with the Court Rolls, Rentals, Maps, Surveys and other papers relating to the Manors, into which the Country was divided, provided these historians and genealogists with original material of the greatest value in their endeavours to trace the way of life of our ancestors. These records have further enabled them to trace the devolution of many properties from one generation to another during the period of over seven hundred years which has elapsed since the survey was completed.

The loss of much valuable material through lack of knowledge as to its value for historical and other purposes, particularly during the two World Wars when everyone was encouraged to send papers and manuscripts for salvage, is regretted by many persons interested in old records. Their regret is, however, tempered with satisfaction that a great deal of material has in fact been saved for ourselves and posterity through the gradual realisation of their value in comparatively recent years by a number of officials and private persons; with the utmost difficulty these persons have awakened in a number of County Councils and private individuals the importance of their careful preservation. From this realisation was born in 1935 the British Records Association, which has carried on its valuable work with rather meagre support from the country at large. An annual subscription of only 5/- has, according to the report for 1953, failed to attract more than 722 individual members and 375 institutional members (County Archive Offices, Public Libraries etc.). In the forefront of the struggle to preserve these old records have been successive Masters of the Rolls, such as the late Lord Green and the present holder of that office, the Right Hon. Sir Raymond Evershed, P.C., while men like Sir Hilary Jenkinson, C.B.E., F.S.A., late Deputy Keeper of Archives at the Public Record Office and the Archivists of such Counties as Essex, Lancashire, Northamptonshire, Suffolk, Berkshire and Hertfordshire, to mention but a few, have put the greatest enthusiasm into the work of rescuing the old records, preserving them and making them available to students and others.

The collection of Manorial records to be included in this catalogue represents the work of nearly 100 years. Joseph Beaumont, grandfather of the Vendors, after practising as a Solicitor for a few years in London, moved to Witham, and from there went in 1856 to live and practise in Coggeshall, Essex. He also acted as Steward for a number of landowners in the district, who were Lords of Manors, including members of such well-known Essex families as the Tabors, of the Braintree and Southend Districts, Sidney Pattison and Dr. Thomas Simpson of Coggeshall, and Harris Hills of Berewyk Hall, White Colne. He was a County Court advocate of some repute and wrote "A Treatise on Agricultural Holdings and the Law of Distress" (Stevens and Sons, 1883).

Becoming familiar with manorial work Mr. Beaumont started buying Manors on his own account, and on his death in 1889 he had acquired a number in Essex, Suffolk and Norfolk. His son, George Frederick Beaumont, who had for some years been in partnership with him, continued buying them when opportunity offered, and extended his activities to other counties, viz: Huntingdon and Cumberland. Before his death he had acquired a considerable number, together with a half share in several more jointly with another Solicitor who was also interested in this type of investment. Since Mr. Beaumont's death in 1928 his Executors have acquired the other half share of these Manors and they are included in the Lots for sale by private treaty.

It might be mentioned here that Mr. G. F. Beaumont was plaintiff in what has proved to be a leading case on the subject of manorial documents viz: *Beaumont v. Jeffery* (1925) 1 Ch. 1. He was, in this action, endeavouring to obtain some of the old Court Rolls of the Manor of Great Tey, which were advertised for sale by auction by a London Firm, the documents having been found in a wastepaper basket. He was unsuccessful, the judge deciding that those records, which had somehow got into the hands of persons other than the Lords, were not documents of record, as Mr. Beaumont claimed, but "chattels"; they are now in the U.S.A. in the Chicago Library. This was an unfortunate decision from the point of anyone who wished old records to be

preserved, as it was clearly easier to trace them if in the custody of one person, and that person the Lord or Steward of the Manor, than of persons who held them as "chattels". An immediate reaction came from the Master of the Rolls, who, armed with the necessary powers under the Law of Property Act 1922 (12 and 13 Vict. 5. c. 16 s. 144 A7) promptly made Rules which gave him a certain amount of control in respect of the custody, repair and production to third parties of manorial documents (see Appendix II for a copy of Statutory Rules and Orders 1925 No. 1310/L.49).

Many people are under the impression that the Law of Property Acts 1922 and 1924, which together with the Law of Property Act 1925 are commonly referred to as Lord Birkenhead's Acts, abolished all Manors. This was not the case. It was the incidents of tenure which were abolished, as a result of which what were formerly called "Copyholds" automatically became "Freeholds" on 1st January, 1926. The Lord was deprived of the privilege of escheat for want of heirs, guardianship of infant tenants, droit de seigneur (if it ever really existed as a manorial custom or practice) and valuable rights issuing out of Copyhold lands. For the loss of the last mentioned rights he became entitled to compensation from the tenants. The Lordships of the Manors remained; the commons and wastes, minerals and sporting rights remained intact as the Lords' property, subject only to the restrictions imposed upon them from time to time by various Commons Acts and other legislation, including provisions in the Law of Property Act 1925. Further the Lords were left undisturbed in their possession of old Manorial Records some going back to the 13th Century.

What is now offered for sale in each case is the Lordship of the Manor and all that still goes with it, viz: (1) The Title "Lord of the Manor" or "Lady of the Manor" (this usually gets into Kellys' County Directories and often into Burke's Landed Gentry and other Publications), (2) the Commons and wastes which can be revenue producing if the Lord or his steward arranges wayleave agreements in respect of telegraph, telephone and electric poles, and kiosks which may be erected thereon; (3) the timber and turf on such of the Commons and wastes as belong to the Lord and the right to let the Commons for grazing, subject only to the rights of the commoners (if any); (4) the minerals in and under such commons and under properties which were formerly copyhold and in respect of which the minerals were reserved to the Lord on enfranchisement; (5) the sporting rights over the Commons and any land formerly copyhold of the Manor, in respect of which the mineral and other rights were reserved to the Lord on enfranchisement (6) any enfranchisement rentcharges still belonging to the Vendors and (7) the Manorial Records.

What could delight the heart of an antiquarian, or other person, living in, say, Wivenhoe, more than to possess the Court Rolls of that Manor which go back to 1381, the year of the Peasants Revolt; an even earlier document is a Bailiffs a/c dated 1307. One of the main causes of the revolt was the strong feeling of the peasantry against what were regarded as the tyrannical customs under which they held their homes and land, and they set out to destroy the records in order, as they hoped, to do away with evidence of these customs. They were required to pay the Lord the equivalent in money of up to two years' annual value of their properties on each transfer or death, as well as fees to the Steward (in one Manor included in the sales viz: Aglionby, Lot 55 they also had to pay fines and fees on the death of each Lord of the Manor); they were liable to have their property forfeited if they allowed the buildings to fall into disrepair; their best beast, or failing a beast, their best chattel, was liable to be seized on the death of the tenant, if that was the custom of the Manor; or, if the daughter of a tenant married a man who lived outside the Manor, the father had to pay a fine because the Lord lost her services at harvest and other times (Wivenhoe Lot 2). The Lord was even entitled to the whole or part of the timber growing on the tenant's property, and many instances of payment by tenants of at least a third of the value of timber felled and sold by them, even with the licence of the Lord, are to be found in the Court Rolls included in the sale. If felled without licence, the property was liable to be forfeited. For further reference to the destruction of records during the Peasants Revolt see Lot 2.

What enlightened farmer or student of economic history would not like to possess the Map of the Manor of Gt. Henny (Lot 14a), dated 1600, showing as it does the acre strip cultivation, or the 17th Century Maps and surveys of Gt. Tey (Lot 31A)? The Court Rolls of Wivenhoe (Lot 2) go back to 1381, those of Goldingtons in Colne Engaine (Lot 7) to 1476, East Donyland (Lot 5) to 1514 with Map dated 1733, while the records of Overhall and Netherhall in Dedham (Lot 10) and Tollesbury Hall (Lot 12) go back in each case to 1547. Under Lot 12A is offered a map of the waste lands of Tiptree Heath showing that there were as many as eight Manors with waste land on the Heath.

It will be seen from the above that the records can be of great interest not only to historians and genealogists, but to "ordinary" people. It is the desire of the Vendors that these records, into whatever hands they may come as a result of the sale, shall be kept in good repair and in safe custody. Notice will be given by the Vendors to the Deputy Keeper of the Public Records at the Public Record Office, Chancery Lane, London, W.C.2., of the change of ownership of the Manorial documents.

It is unfortunate that the Manorial Society, which was formed in 1906 to enable Lords and Stewards of Manors to meet together and give each other the benefit of their experience in this field, came to an end

shortly after 1925; it was taken over by the British Records Association. Some organisation such as this, specialising in Manorial work, was more necessary upon the coming into effect of the Law of Property Acts, 1922 and 1924, than ever before. What valuable work it could have done during the years which have succeeded the passing of the Acts; not only could it have brought to the notice of the public the importance of concerted steps being taken to preserve the old records, but it could also have initiated a drive towards the tidying up and improvement of the appearance of the Commons and Wastes, which still form part of the Manors. Valuable work of this nature has been done, and is still being done, with very little financial or other support from the general public, by the Commons, Open Spaces and Footpaths Preservation Society, whose office is at 71, Eccleston Square, London, S.W.1. The annual subscription for individual members is one guinea, while Local Authorities can be members at a subscription of 10/6 upwards. Among the benefits of membership are the receipt free of charge of the Society's quarterly Journal, and advice from two barristers, one of whom was until recently Secretary of the Society and now acts in a consultative capacity, while the other is the present Secretary. They also receive free of charge the Society's publications on various aspects of its work.

Another Society with a keen interest in Commons is the National Playing Fields Association having its Headquarters at 71, Eccleston Square, London, S.W.1. and many County Branches. Under certain conditions they render valuable financial assistance towards the acquisition and development of playing fields; a pamphlet entitled "That Playing Field You Want" gives details of the procedure to be adopted, and is from the Secretary free of charge.

REMARKS and STIPULATIONS

WAYLEAVES. In some of the Manors negotiations are proceeding with the appropriate Authorities for wayleave agreements in respect of telegraph, telephone and electricity poles and kiosks erected on Commons or Wastes claimed by the Vendors as being within the bounds of certain Manors. Particulars of any agreements entered into will be announced in the Auction Room and any Manors affected will be sold subject to and with the benefit of such agreements. Rentals payable under any agreements in existence at the date fixed for completion will be apportioned.

TOWN PLANNING SCHEMES, ETC. The Vendors' interest in the Commons and Wastes is sold subject to any Town and Country Planning Schemes or Orders which may affect them whether registered as a charge or not. The Vendors have not, to their knowledge, nor have their Solicitors or Stewards, received any notices of such schemes or orders; they accept no responsibility for non-disclosure of any charges which may on search be found to have been registered against any Commons or Wastes forming part of any Manor.

INSURANCE. The manorial documents included in the sale have been insured for the sums mentioned in the Particulars of each Lot and the premiums mentioned therein shall be apportioned between the Vendors and Purchasers on completion in the usual way.

OUTGOINGS. The Vendors know of none, except Schedule "A" Tax on the enfranchisement rentcharges included in certain Lots and on Wayleave rentals. Tithe redemption annuities, land tax and rates are not payable on Commons and Wastes.

COMMONS AND WASTES. Particular attention is called to Condition 10 of the Conditions of Sale. The Vendors claim, and have exercised from time to time, the right to remove turf from certain Commons (subject only to the rights of any Commoners) and Wastes.

INSPECTION OF RECORDS. The Records to be included in the Sale of Lots 1—27 (including "A" numbers) will (subject to any Lot being previously disposed of by Private Treaty) be available for inspection at 53 Chancery Lane (Safe Deposit Building), London, W.C.2. from the date of issue of the Catalogue up to the date of the Auction between the hours of 11 a.m. and 1 p.m. and 2 p.m. and 4 p.m., each Wednesday, but after 29th September some selected records may be transferred to the appropriate County Record Office until shortly before the Auction. Applications should be made to the Auctioneers for appointments to inspect the records and stamped addressed envelopes or postcards enclosed for replies.

The records to be included in the private sale of Lots 28—56 (including "A" numbers) will be available for inspection at the offices of the Vendors' Solicitors, Messrs. Beaumont & Sansom of Coggeshall, Essex, but under special circumstances arrangements might be made for inspection of selected items in London or at the appropriate County Record Office.

A fee of 2/6d. per hour or part of an hour will be payable at the time of inspection except in the case of production at County Record Offices, which make no charge in connection with the inspection of Manorial Records deposited with them. Appointments must, however, be made through the Vendors' Solicitors as mentioned above and applicants should note that County Archivists like to have several days' notice of desire to inspect documents.

On the day of the Sale selections from the records to be included in the Auction will be on view in the Saleroom from 10 a.m.

COPIES OF RECORDS. With this Catalogue is supplied a form of order for photo-copies of records included in the Sale. These should be sent direct to E. N. Mason & Sons, Ltd., Arclight Works, Colchester, who will, if required, give applicants an estimate of the cost of supplying copies of any records of which the price does not appear in the form. Payment for any copies ordered will be made to that Company. The Vendors reserve the right to reproduce for publication, sale, or any other purpose, prints taken from films in their possession of any manorial records or documents of title.

STEWARDSHIP. The present Steward is prepared to retire from his office upon completion of the purchases or to continue to act upon certain terms, particulars of which can be obtained upon application to the Vendors' solicitors.

COMMISSIONS ON BEHALF OF PURCHASERS. *The Auctioneers will be pleased to execute commissions on behalf of purchasers* unable to attend the sale, subject to such Purchasers complying with the Auctioneers' requirements as to the payment of the deposit or the whole of the purchase money as the case may be. *No charge* will be made for this service and whilst the Auctioneers will use their best endeavours to carry out the instructions of prospective Purchasers, they will not accept any responsibility for any loss owing to oversight or negligence.

E S S E X

LOT 1

MANOR OF LAYER BRETON

otherwise LAYER BARLEY

Layer Breton lies six miles South West of Colchester on the road to Tollesbury. A feature of the Village is the Heath, which has an area of about 32 acres, the greater part of which is in the Parish of Layer Breton, while a very small portion—about 2 acres—is in the Parish of Birch.

All the title and interest of the vendors in the Heath and in such roadside verges as lie within the Parish of Layer Breton are included in the Sale. An ordnance Map of the Parish can be inspected at the office of Messrs. C. M. Stanford & Son, High Street, Colchester, on which the Heath has been coloured to correspond with a plan held by the Lexden & Winstree R.D.C., Rebow Chambers, Sir Isaac's Walk, Colchester. The Council's plan shows only the Heath coloured and it is presumed that this is the only part affected by the Council's Bye-Laws. The Vendors, nevertheless, claim that the roadside verges form part of the wastes of the Manor.

The Manor is sold subject to the following :—

- (1) An easement in favour of the South Essex Waterworks Company dated 26th May, 1936.
- (2) A scheme under the Commons Act 1899 and the Lexden and Winstree R.D.C. Bye-Laws made under it and brought into operation on 1st September, 1948.
- (3) A right of way granted to Mrs. M. A. Renwick by a Deed dated 28th September, 1953.
- (4) The Wayleave agreements referred to below.
- (5) Such rights as the Lexden and Winstree R.D.C. have in respect of water pipes laid under the Heath following a notice given to the Vendors on 22nd September, 1934.

Copies of the documents referred to above can be seen at the offices of the Solicitors.

Income in this Manor is derived from :—

- (1) Two Wayleave agreements with Eastern Electricity Board, with rents totalling £1 16s. 6d. per annum.
- (2) Rent for grazing on the Heath, £5 per annum having been paid for this up to a few years ago. It is not now let. The right to let the grazing is subject to the rights of commoners, so far as they can be shown to exist, but no right to graze has, to the best of the vendors' knowledge, been claimed by any commoner since the Manor was purchased by the late Mr. G. F. Beaumont in 1906.
- (3) Payments from time to time of £7 by a travelling Showman for the Vendors' consent to placing his roundabouts and sideshows on part of the Heath, such consent being given after consultation with the Police, R.D.C. and the Chairman of the Parish Meeting.
- (4) The sporting rights over the Heath have from time to time been let, but they are not let at the present time.

According to Morant (History and Antiquities of the County of Essex Vol. 1, Page 409) the owner of the land in this Parish in Edward the Confessor's reign was Ailmar, while Ralph Piperell and his undertenant held the Manor at the time of the Domesday Survey. It later came to Isaac Rebow, who was knighted on 27th March, 1693. (His name is kept alive in Colchester by the name given to the Lexden and Winstree R.D.C. Offices—Rebow Chambers). His grandson Charles Chamberlain Rebow inherited the Manor and he died in 1754 leaving an only daughter (by his wife, Mary Nevill, sister of the Rt. Hon. William Lord Abergavenny) who married Thomas Adams. In 1789 the Manor was in the hands of John and Elizabeth Gripper, who were Quakers, and their Steward was William Francis. On 11th May, 1804, a Court was held for John Gripper and it is interesting to know that it was held at Layer Breton Hall, though the Manor House

abuts on the Heath. A Court was also held for Edward Gripper on 19th May, 1828 at Layer Breton Hall, but his Court of 17th October, 1839 was held at the house of Jonathan Powell. This gentleman, with John Tiffen, formed the Homage, or Jury, and it is recorded that the former affirmed, being a Quaker, instead of being sworn in the usual manner. John Tiffin, a farmer of Layer Breton, purchased the Manor from Edward Gripper's Executors on 30th September, 1867 and held his first Court at the "Hare and Hounds", Charles H. T. Marshall, the Colchester Solicitor, being Steward. Charles Digby Garrod was the next Lord and on his death in 1905 the Manor was sold by his Executors to the late George Frederick Beaumont of Coggeshall. His only Court was held on 27th June, 1907, the Steward being his eldest son, Horace Frederick Beaumont, one of the Vendors.

There are many interesting entries in the records of this Manor, such as examples of payment of quit rents in kind, viz. a capon and a race of ginger, and for students of place names there are numerous curious words, viz. Stamps and Crows, Trowers and Wrights, Farthing Garden, Downings, Washings, Mary Lay's Plot, The Bushes, Golding's Garden, Bigwoods and Littlemans, Hocklays, and Ladylands.

The little church standing on the Heath was erected in 1906 in memory of the Rt. Hon. James Round, from money raised by public subscription, upon a site given by the late Mr. G. F. Beaumont, then Lord of the Manor.

The lifting of turf from roadside waste in this Manor by one of the Lords gave rise to articles in the Essex County Standard in April and May, 1951 and the Sunday Despatch in May of the same year. This publicity resulted in applications being received from several hundred persons for particulars of the proposed auction.

The Manorial Records (insured for £200, premium 10/- p.a.) to be handed over are:—

Court Rolls : 1668-1712 ; 1728-97 ; 1803-05 ; 1807-12.

Court Books : 1789-1818 ; 1818-1889 ; 1890-1933.

Minute Book : 1789-1855.

Drafts of Courts : 1789-1812.

Sundry Rentals and draft admissions, surrenders, enfranchisement deeds, etc.

In connection with the above reference to Lord Abergavenny it is interesting to note in a recent Obituary in the *Times* that the eighth Earl of Abergavenny "as Lord of the Manor of Ditchling, sold the common rights in 1950 to 20 residents for £100 to help in preserving the character of the common, and as Lord of the Manor of Rottingdean he fought against the scheme of the Brighton Corporation to build on sites surrounding the downland village."

Mr. Bert Osborne, licensee of the "Hare and Hounds", has recently been appointed Bailiff of this Manor. A former Bailiff, who will still be remembered in the district, was the late Mr. Norman Smith.

LOT 2

THE MANOR OF WIVENHOE

with its Members

in the parishes of Wivenhoe, Elmstead, Arlesford and Greenstead

Wivenhoe lies 4 miles South East of Colchester and was described by Morant as standing "for the most part, high and pleasant; and the rest upon a gentle declivity; and commands a handsome prospect down the Colne-water. The fish brought hither, especially the soles, are reckoned the best in the Kingdom. Here there is only one Manor". In old records the variations in spelling include Wienhou, Wyneho, Wynenho, Wyfenho, Wyvenho, Uvenha and Wivenhoo. Hoo is supposed to be taken from the Saxon word Hou, denoting a rising or hilly ground, but it is uncertain what the first syllable, Wiven, meant.

At the time of the Domesday Survey, the Manor belonged to Robert Gernon, whose seat was at Stansted Mountfichet, and later through the Sutton, Walton and Howard families to John de Vere, 12th Earl of Oxford, of whom Morant says:

"Becoming possessed of the Manor of Wivenhoe, he cast an envious eye upon the fishery, and noble royalty, belonging to the Corporation of Colchester, in the river Colne running by his Manor and Demesnes, and granted by the Charter of King Richard the First to the Burgesses of Colchester, and got a grant of it from that weak Prince, King Henry the Sixth, 4th March, 1446. A case was brought against him and it was only after three trials that he was forced to relinquish his claim. For too zealously supporting the Lancastrian cause he was beheaded on 26th February, 1461 and his Estates were confiscated by the Crown and given by Edward IV to his brother Richard, Duke of Gloucester".

It follows from the above quotation that there are no rights of fishery over the River Colne included in the present sale.

Henry VII, succeeding to the throne after the battle of Bosworth, 1485, restored John de Vere, second son of the beheaded Earl, to his inheritance. The Estate remained with the Oxfords for four generations before it was sold to Roger Townshend who distinguished himself at sea and was knighted for valour after the Armada. His heirs held the Estate until the middle of the 17th Century when Sir Horatio Townshend sold it to Nicholas Corsellis, a merchant of London, whose family retained it until the end of the last century. It was sold by Ernest S. Beard (who bought it from the Corsellis family) in 1899 to George Frederick Beaumont whose first General Court Baron is recorded as having been held on 23rd November, 1899 at the Rose and Crown.

Morant mentions "the ancient and singular custom" of a father, wishing to marry his daughter to any man who was not of the Manor, having to "make his peace" with the Lord of the Manor. How much was required to keep the Lord peacefully disposed we are not told, but we can imagine a fair source of income developing from the successful wooing of a number of gallants "extra Villam". (See *Merchet* in Glossary).

There are many entries of customs and plans of properties affected by transactions in the Lords' Courts recorded in the Court Rolls. One cannot do better than quote from an article entitled "A Note on the Manor of Wivenhoe" written by that great antiquarian, the late William Chapman Waller, F.S.A. of Lough-ton, in the Transactions of the Essex Archaeological Society, Vol. X, Part 4. Space does not permit of a reproduction of the whole article but the first part of it cannot be omitted as it refers to the destruction of the Manorial Documents during the Peasants' Revolt. It reads:

"The records of two courts held on January 8th and May 1st, 1381 (4 Ric. II) indicate that everything was going on as usual; the next, that of 'the first court held after the burning of all the rolls of the court and of account', is dated January 8th, 1382, and contains re-grants to the number of seventy-two."

Later the following statement is enrolled:

"Whereas the tenants of the said manor holding native tenements, with other evil-doers and adherents, maliciously burnt and caused to be burnt both the rolls of this court and the extracts of the rolls of account, and claim to hold the said tenements at their own will, freely, and not at the will of the lord as they did before, to the disinheriting of the lord, wherefore all the said lands and tenements were seized into the lord's hands as forfeited, and now the said lord, of his special grace, has regranted all the said lands and tenements to the different tenants, to be held at the will of the lord in bondage, by the ancient services and customs, as will be evident below".

"We have here," Mr. Waller points out, "no line drawn between innocent and guilty, as was the case at Wethersfield; all were guilty and all, apparently, were received into grace again, no fines being paid, and no free-will offering made, so far at least as the roll shows."

One other extract from Mr. Waller's article is too interesting to omit: "In 1393," he writes, "Custumpottis to the value of 20d. are then brought into account, as from a given date; and in 1399 twenty-eight Custumpotts, to the value of 2s. 4d. were said to have accrued to the lord since the date of the last court." These, he suggests, may have been rendered by an ancient pottery within the limits of the Manor.

Through the kindness of the Essex County Archivist, Mr. F. G. Emmison, F.S.A., F.R.Hist. S., F.R.G.S., it is possible to give the following translation by Canon J. L. Fisher, F.S.A. of an entry in a Court held on the Wednesday after Epiphany, 1404, which reads:—

"Sworn on oath of (twelve jurors) that no widow who holds a tenement as her free bench after the death of her husband may keep that tenement after "visitatu vel violata fuit" (?committing adultery, etc.) according to the custom of the Manor, and they say that Margery of Peter atte Cleve gave birth to a son out of wedlock. Therefore she shall lose the tenement with its appurtenances in Eldebethe called le Cleveland and le Newemelleland which she held as free bench. And on this came William atte Cleve and sought to be admitted to the same as heir, and this was granted."

The title of the present Manor "Wivenhoe with its Members" indicates subsidiary Manors. They are the Manors of Cockayne, which extended into Elmstead and Alresford, with 78 acres of heath (part or all of Elmstead Heath) according to the survey made in 1500, and Kelars or Rebandshide (later called Battels

in Elmstead). Wright (Vol. i. p. 396) states that the court rolls of these two Manors were held separately from those of Wivenhoe in the reigns of Henry VII and VIII and that extents of the Manors in 1367 and 1595 set forth the tenants and estates of each Manor.

From the above it is clear that there were formerly extensive heaths in these Manors, but the enclosures (especially that of Elmstead Heath) made throughout the country during the last century have resulted in their almost complete elimination. Only at Elmstead is there any sign that there was ever any common land.

Fines on death or alienation were arbitrary, some properties were subject to heriots, and the custom of descent on intestacy was Borough-English (see Glossary for these terms).

As the question of the discontinuance of the Ferry between Wivenhoe and Fingringhoe is of topical interest it might be mentioned here that a document dated 1612 has recently been found amongst the old manorial records, reading as under :

“To the Ryght Worshipfull Sir Robt. Townsende Knight Lord of the Manor of Wevenhoe.

We whose names are here under wrytten doe humblye intreate you that you will be pleased to nominate and appointe this yerre one man Rycharde Qucklye to be your ferrymen for the ferrye of Wevenhoe and to have the keeping and custodye thereof as yt hath bene heretofore and accumsomed.”

This petition has seven signatures, some of which are difficult to decipher, but two of them are James Payne and Tho. Cross. Possibly the latter is an ancestor of Mr. Harold Cross of the printers of this Catalogue. This document will be handed to the purchaser on completion.

Morant speaks of the Manor House, Wivenhoe Hall, and of the other mansion, Wivenhoe Park, in the following words :—“Wivenhoe Hall stands pleasantly, at the upper end of the Town. Whilst it belonged to the Earls of Oxford, who sometimes made it the place of their residence, it was a large and elegant seat, having a noble gate-house, with towers of great height, that served for a sea-mark. There is, partly in this parish, and partly in that of Grinstead, an estate, formerly belonging to the Beriff family. It hath been for some time converted into a park, and belongs to Isaac Martin Rebow, Esq. who hath lately built a very good house in it, within the bounds of Wivenhoo Parish”.

Wivenhoe Hall was demolished some years ago ; Wivenhoe Park is now the residence of Mr. C. M. D. Gooch. His father, Charles Edmund Gooch, was a copyhold and freehold tenant of the Manor and the last Court Book shows his admission on 7th December, 1902 before the late George Frederick Beaumont, Lord and Steward of the Manor, to extensive holdings in the parish of Wivenhoe (including Thurstons and Perry-mans and part of the waste land “upon the south side of the road leading from Colchester to Elmstead and adjoining the brook which divided the parish of Elmstead from Wivenhoe” containing 17 rods. Mr. Gooch paid a fine, based upon the annual value of the lands to which he was admitted, of £110 on this transaction. He also acknowledged that he held certain lands “freely by deed fealty suit of Court and the annual rent of two shillings and he paid the Lord a relief of nine shillings and ten pence for the same”. The lands held freely were Little Readings, otherwise Readles, and a piece of land formerly part of the waste called Rebandyshatch. By an enfranchisement deed dated 4th November, 1903 the manorial incidents were extinguished for a sum not much short of £1,000.

Mr. Arthur Eade, father of Mr. Charles Eade, Editor of the *Sunday Despatch*, was a copyhold tenant of this Manor, being admitted on 9th January, 1909 to a property described as “All that messuage or tenement with the piece of waste land containing 8 rods, more or less situate lying and being in the parish of Wivenhoe”, and this property was enfranchised on 2nd February 1909. Mr. Eade’s grandfather and great-grandfather were copyhold and freehold tenants in the Manor of Great Bromley, Lot 3.

The records (insured for £400 premium £1 p.a.) to be handed over probably constitute one of the finest collections in the country. They are as under :—

Court Rolls. 1381-99 ; 1399-1412 ; 1413-22 ; 1422-60 ; 1488-1509 ; 1558-79 ; 1650-60 ; 1662-69 ; 1670-74 ; 1675-77 ; 1688-99 ; 1712-21 ; 1722-25 ; 1725-1731 ; 1731-41 ; 1732-34 ; 1742-47 ; 1747-57 ; 1758-65.

Draft Court Rolls. 1452-1547 ; 1454-60 ; 1507 ; 1539 ; 1541 ; 1513-47.

Extent. 1366. **Rental.** c. 1475 ; c. 1500 ; 1743-45.

Survey. 1584. This is on parchment with three columns, the first contracted Latin, the second Latin extended and the third an English translation.

Petition to appoint a ferryman 1612.

Bailiff’s Account. 1307-8 ; 1309-10 ; 1310 ; 1315-16 ; 1317-18 ; 1320-21 ; 1321-22 ; 1324-25 ; 1325-26 ; 1326-27 ; 1328-29 ; 1330-31 ; 1341-42 ; 1425-26 ; 1426-27 ; 1427-28 ; 1428-29 ; 1455-56 ; 1463-64 ; 1470-71 ;

1492-93; 1501-2; 1509-34; 1588-94; 1597-98; 1598; 1598-99; 1599-1600; 1603-05; 1613-19; 1621; 1624-25; 1631; 1652; 1678-79; 1682-84; 1688; 1700-01.

Court Books. 1734-44; 1744-51; 1752-63; 1764-76; 1776-87; 1788-99; 1800-10; 1811-31; 1832-51; 1852-64; 1865-78; 1879-95; 1895-1930.

Surrenders, Licences to demise, etc. 1729-41; 1742-54.

Drafts of Courts. 1678-93; 1692-1705.

Sundry Papers including rentals, drafts of admissions, surrenders, enfranchisement deeds, etc.

LOT 3

THE MANOR OF GREAT BROMLEY

According to Morant, the Hall, which was the Manor House, stood near the north-west corner of the Churchyard in the reign of Edward the Confessor, Brietmar was the Lord and at Domesday Survey it was held by Ralph Linel, and "Geffrey de Magnaville has service of this land". Afterwards, it was divided into two Manors, Great Bromley and Cold Hall. Of the latter Morant wrote: "There is very little account of this manor. It went mostly along with the other". The records show that in 1549 it got into the hands of William Cardinall who acquired the Manor of Great Bromley in 1542 from Sir John Guildford. From then onwards the two Manors appear to have been dealt with as one.

This Manor passed through the hands of the Earls of Oxford, William de Langvalei, John de Burgh, the de Gresleys, the Dorewoods, Sir John de Guildford, William Cardinall, William and Edward Cardinall (1537), Sir Thomas Bowes, whose son Thomas married Elizabeth, daughter of Richard Harlamenden, of Earls Colne. His son, Thomas Harlamenden Bowes, married Elizabeth, daughter of Sir Thomas Smith, of Sutton in Suffolk. In 1704 Sir Corill Bishop was Lord, afterwards the Mannock family, a Court being held on 30th September, 1765 for Sir William Anthony Mannock, Baronet, a minor. In 1788 Thomas Wright held his first Court, afterwards John Hanson (1793) whose last Court was held in 1824. John Turner followed him and Alexander Baring was the Lord in 1829, the title remaining with that family until 1895, when it passed to William Nocton. Lord Ashburton re-purchased it in 1913 from Nocton's Mortgagees and sold it, together with Martell's Hall in Ardeleigh, to George Frederick Beaumont in 1917.

The grandfather and great-grandfather of Charles Eade, Editor of the *Sunday Despatch*, were copyhold tenants of this Manor. Robert Eade, of Ardeleigh, was on 12th July, 1873 admitted tenant of copyhold land containing "one acre more or less, on which a messuage formerly divided into two tenements and Smith's shop were long since built". The fine paid to the Lord was £16. On 28th August, 1892 he acknowledged free tenure in respect of another piece of land (formerly waste) with a shed thereon at a yearly rent of one shilling and he paid a relief of a like amount. In 1898 he enfranchised the two properties, i.e. did away with the manorial incidents for all time, at a cost of £48, but the minerals, sporting rights, etc. were in the enfranchisement deed reserved to the Lord. In 1925 Percy Fairweather, who had acquired the properties, obtained release of these rights upon payment of £2 to George Frederick Beaumont, who was then the Lord. This provides a good example of what has happened with many properties which were formerly copyhold. It is possible for solicitors acting for vendors or purchasers of such properties to lay themselves or their clients open to claims for damages if proper enquiries are not made as to the position with regard to minerals etc. on earlier transactions. The opening and working of a gravel pit on property the present Lord or his Steward can prove to have been formerly copyhold could render the owner liable to an action for account and damages.

The custom of descent in this Manor was to the eldest son; the fines on some properties arbitrary and on others certain; and certain properties were heriotable.

There is an interesting modern Quit Rent Book included in the records to be handed over, covering the period October, 1895 to October, 1921. Robert Walter Grimston (of the Verulam family), who lived at Colne Place, Earls Colne, is entered as paying a free rent of 1/2d. p.a. and Lord Onslow 5/2d. as quit rent. The following are pencil notes made on 5th October, 1895 by the collector against the entry David Barber, quit rent 9/11d.:—"Dead—heriot—I mark horse—the best". In 1906 against Walter Grimston

1/2d. :—"Marked a roan mare and set price £9." These entries are interesting as showing that the old practice of marking heriots was still practised in the present century.

The manorial records (insured for £250, premium 12/6d. p.a.) to be handed over are :—

Court Rolls. 1660-75 ; 1677-85 ; 1679 ; 1685-88 ; 1698-1702 ; 1704 ; 1704-09 ; 1715-19 ; 1720-27 ; 1727-1729.

Court Books. 1690-1747 ; 1732-57 ; 1748-86 ; 1759-92 ; 1786-1815 ; 1793-1818 ; 1816-46 ; 1819-51 ; 1851-70 ; 1870-1935.

Quit Rent Book. 1895 onwards.

Terrier. 1604.

LOT 4

THE MANOR OF CREPPING HALL

In the Parishes of Wakes Colne and Chappel.

These Parishes lie on both sides of the road from Colchester to Cambridge, 8 miles North West of Colchester.

According to Morant, this Manor belonged to Aluard in Edward the Confessor's reign, and at the time of the Domesday Survey, Richard Fitz-Gilbert, Lord of Clare, was Lord.

Morant says : "Under Richard de Clare, Earl of Gloucester and Hertford, that died the 47th of Henry III, Hugh de Cressye held two parts of a fee in Crepping". This family took the name of this Manor as their family name and they were "somewhat considerable", "for Walter de Crepping had leave to hunt in Essex ; a privilege not granted to mean persons". (Vol. II p. 223). In 1348 the Manor belonged to Margaret Bacon and later to the Earls of Oxford, "who were deprived of it for their strict adherence to the Lancastrian cause". Richard III granted it in 1483 to John Howard, Duke of Norfolk, and it was restored to John de Vere, Earl of Oxford, by Henry VII.

Subsequent owners included Christian Turner, Thomas Smyth, John Fletcher Mills (1830) and Charles Alexander Crickitt (1784) whose steward was Edward Gepp. At a Court held by his executors on 28th July, 1806, James Brand and William Farrow constituted the Homage.

In 1860 the Manor was still in the Crickitt family, Bridges Harvey of Blue Bridge House, Halstead, being Steward. In 1923 it was conveyed to George Frederick Beaumont.

The fines in the Manor were arbitrary and there are instances of a heifer, a horse and a roan being taken as heriots. The custom of descent was to the eldest son, although there is an entry in a Court held in 1607 of the admission of the youngest son. Many later admissions of eldest sons show that this must have been an error.

Minerals and other rights reserved to the Lord on enfranchisement of copyhold land under the Copyhold Act, 1852 were usually included in the transactions, but in some cases they were excluded and the purchaser would be entitled to the profits from any gravel pits which may be found worked on land where the rights were excluded.

The Lord claimed estrays, for in a Court held in October 1652 a young heifer and a ram, the latter after being in custody for "one year and a day and after 3 proclamations", were claimed by the Lord and seized by his bailiff.

There is in Colchester Castle Museum a Grant from Albert de Queinteville to the Church and Canons of St. Julian and St. Botolph of Colchester of all his land homages and rent at Crepping which he held of Hugh, son of Stephen. In return the Canons gave him forty marks. His seal is appended and the witnesses

were Hugh, Abbot of St. Johns, Hugh Fitzstephen, Maurice de la Haye and many others. The fact of the Abbot being a witness enables the date of the deed, which is itself undated, to be put at about 1140, as he was Abbot from 1132-48. This is the oldest document in the Museum.

The Manorial Documents (insured for £100, premium 5/- per annum) to be handed over are:—

Court Books. 1784, 1855-1902.

Sundry rentals, drafts of admissions, surrenders, enfranchisement deeds, etc.

The following Rentcharges, issuing out of property formerly copyhold of this Manor and created in satisfaction of the amount found to be payable upon enfranchisement, are included in the sale of this Lot:—

<i>Payors.</i>	<i>Annual Rentcharge.</i>	<i>Payable.</i>
Mrs. Carden, Wakes Colne	£10 18s. 6d.	} Half-yearly on 1st January and 1st July
J. W. Hines, Aldham	£2 0s. 0d.	
C. Brome, Aldham	£1 12s. 6d.	

The last two mentioned rentcharges represent an informal apportionment of a rentcharge of £3 12s. 6d.

LOT 5

THE MANOR OF EAST DONYLAND

In the parishes of East Donyland and Rowhedge

In the Domesday Book Donyland was, according to Morant, called Dunulanda, belonging at the time of the Survey to Eustace Earl of Boulogne. As part of the honour of Boulogne, it descended to the heiress of that House, Maud, wife of King Stephen. Maud gave it to the Abbot and Convent of St. John's in Colchester in exchange for the church and Tithes of Littlechurch, or Heyham, in Kent, which belonged to that Abbey. The Queen made this exchange at the instance of her daughter, Mary, who was Prioress of the Benedictine Nunnery of Littlechurch. They continued to possess the premises until the Dissolution of the Abbey in 1539 when it became vested in the Crown. Queen Elizabeth conveyed it in 1560 to Sir Francis Jobson. It descended to William Grey in 1595; Sir John Tonstall bought the Estate in the reign of James the First and not long afterwards it came into the Thurston family. Joseph Thurston was Recorder of Colchester in about 1700. He married Mary, daughter of Sir Isaac Rebow, and the Estate was sold after his decease.

David Gansel of Low Layton became Lord of the Manor in 1730, and, according to Morant, made a park and greatly improved the House and gardens of the Hall. This is now owned and occupied by Capt. Lindsay-Smith, M.B.E. In 1797 the Manor came into the possession of the Havens family and the late Mr. G. F. Beaumont purchased it in 1918 from the Executors of Edward J. Havens.

The Courts were held from 1797 to 1848 at East Donyland Hall, in 1849 at the Ship Inn, Rowhedge, from 1855 onwards at the White Lion Inn, East Donyland, and the late Mr. Beaumont's only Court was held on the 26th March, 1924 at the same Inn when Thomas William Pitt represented the Homage. Ernest William Saunders, his Managing Clerk for many years, was the Steward.

Affixed to the last Court Book is a form of consent dated 21st November, 1924 under the Telegraph Acts 1863-1916 by the late Mr. G. F. Beaumont "to the placing of works, consisting of a telegraphic cable beneath the foreshore on the Rowhedge side of River Colne near Colchester on the understanding that the Postmaster General will make good any damage which may be done to my property in the placing or maintenance of the works. This consent can be terminated by three calendar months' notice in writing on either side".

There are interesting references to encroachments upon the Lord's waste land, licences to enclose parts of the waste, and payment of sums of money for the Lord's Thirds of the value of timber felled and sold (£12 in the case of Samuel Cook at a Court held on 7th July, 1801).

On the intestacy of a copyhold tenant, his property descended to the eldest son as heir-at-law according to the Common Law rule of descent.

The Manorial Documents (insured for £300 premium 15/- per annum) to be handed over are:—

Court Rolls. 1514-34; 1752-66; 1775-87; 1789-97.

Court Books. 1797-1832; 1832-51; 1851-67; 1867-86; 1886-1918; 1919-1932.

Rentals. 1799-1855 and 1696.

Particulars of Sale of the Manor by Auction on the 25th May, 1918 by Messrs. Sexton and Grimwade of Colchester.

The above particulars contain the names of tenants, their dates of admission, short description of the properties from the Court Rolls, amount of Quit Rents and Last Fines. Included in the list are "Tenements and Land and Wharfage in front of said messuages in Rowhedge Street" (tenant Turner Barnard); "Cottage in Rowhedge Street with oyster pit near the same, part of 'Crackbones'" (Arthur Sparling, former partner in the firm of Sparling, Son & Benham); "Shipyard, Quay and Oyster bed which has ceased to exist"; "Shed, Warehouse and Yards with liberty to low water mark" (Pearce Kingsbury); "The Ferry Bridge with the Emoluments" (Capt. Smythies). For the last mentioned copyhold the annual quit rent was £1 and the fine paid on Capt. Smythies' admission was £35.

For particulars of the Map to be sold separately see Lot 5A.

LOT 5A

MAP OF EAST DONYLAND

"A SURVEY of the Manor of East Donyland also Donyland Magna in the County of Essex with all the Free and Customary Messuages Lands and Tenements holden thereof Being the Estate of David Gansel, Esq. as taken in the Year 1733. By T. SKYNNER". This title forms the cartouche to the map.

The Survey is 40in. wide and 34in. deep. It depicts the copyhold and freehold properties and the Lord's Demesnes i.e. his own mansion, park, mill and meadows, which totalled 250 acres 3 rood 33 poles. The park was just over 50 acres. The Roman River winds along the western side of the map and was the boundary on that side. A little sketch of the Mill, to which all tenants had to take their corn to be ground, shows the wheel, though the darker ink indicates that it was added later. A ten-acre enclosure alongside the Mansion is called "Shipe" and it would be interesting to know the meaning of this word. The last item in this Schedule of demesne lands is "Pound field" containing 1 acre 1 rood 20 poles. No doubt this was the field in which there was a pound into which stray animals were driven by the bailiff or hayward, or else the field itself constituted the pound.

At the foot of the Map is a note which reads: "Copyhold Lands are known by the Redd Letter as ^{J^B}_J signifies John Boggis Copyhold Field No. J. which No. refers to the Rental Transfer thus ^F_{J^B}. Demesne D Leasehold L and Wast W."

The left hand side of the map is headed "Rental of Transfer" and beneath are seven columns headed No., Names of the Parcels, Owners, Occupiers, Quantity of Acres, Free, Copy etc., and Rent per Ann. Under this heading particulars are given of the Glebe land, Butlers, Pilgrims, Hoppers and Pembrooks, and Seagrins *alias* Silders and Crabtrees Farms.

On the right hand side of the map under the same heading of "Rental of Transfer" are found Pea Land, Woodhall Farm, Salmons and Brewers also Prentices Farms, Poppitts, Hockets or Hockers, Hocfords or Ball,

the Mill with premises extending to 5 acres 3 roods and marked with D to indicate that it was part of the Lord's demesne and finally the Wastes of the Manor.

The schedule of the Waste land is as under :—

	<i>Acres</i>	<i>Roods</i>	<i>Poles</i>
Heath	31	3	36
Wast at Rowhedge to Low Water	8	3	22
Salts ag. the Glebe to Low Water Mark	4	3	5
Donyland Hall	280	3	35

The first three items give a total of 43 acres 2 roods 23 poles so the Wastes of this Manor were substantial. The vendors are at present in correspondence with the War Department with a view to ascertaining when they acquired the greater part of these Wastes and from whom.

On the North side of the Map along the boundary are the words "LIBERTIES of COLCHESTER" and on other parts of the boundaries the Parishes of Fingringhoe and Langenhoe (spelt Langnohoe on the Map).

Apart from the red letters on the Map, no colours were used by the artist, but 25 years later he produced a survey of the Manor of Coggeshall Hall. This later map is attractively coloured with an elaborate cartouche.

On the reverse side of the Map is the following endorsement: "At the Court Leet and first General Court Baron of David Gansell Esq. Lord of the Manor of East Donyland held on Tuesday the fifteenth of April 1738 we whose names are hereunder written being the Jury of the said Court having seen, perused and examined the written Survey of the sd. Manor of East Donyland and do upon our several corporal oaths present the same to be right and true". Beneath are the signatures of fourteen tenants of the Manor and the Witness was the steward.

The Map shows the position of the "Ferry Bridge" from Wivenhoe to Rowhedge which has been the subject of correspondence in the *Essex County Standard* owing to the likelihood of its being discontinued as not being a profitable undertaking. At the time of going to press its fate is undecided.

See Condition of Sale No. 18 as to acknowledgment and undertaking in favour of the purchaser of Lot 5.

LOT 6

THE MANOR OF FORDHAM HALL

The Parish, named after its Ford at Ford Street, lies three miles North of Marks Tey on the Colchester to Cambridge Road.

"In this Parish", says Morant, "were anciently four manors now united into two; namely, 1. The manors of Fordham Hall and Argentines. 2. The manors of Great Fordham and the Frith". (History of Essex, Vol. II p. 226).

Originally the Manor of Fordham Hall belonged to Hugh de Gurnai, but it is not known how long it remained with descendants; John de Hastings came into it in 1376 and it was left to William Beauchamp after the death of John de Hastings, who was killed in a tournament about the year 1400. Sir Edward Nevill is known to have held it in 1524. Of him Morant writes, "most probably he was involved in the ruin of his grandfather, the Duke of Buckingham, for King Henry VIII, in 1539, granted to Thomas Colepepper, Esq., one of the Gentlemen of his Privy Chamber, "the Manors of Fordham Hall alias Fordingham and Archentine, with Appurtenances and a pasture called Fordham Frith" but two years later they passed to Sir Anthony Wingfield and his heirs "to hold in Capite". However, Sir Anthony was not Lord of the Manor for any considerable time for the Estate was sold in October, 1543, and the Manors of Fordham Hall and Great Fordham with the Frith were divided in ownership from this date, when John Lucas bought the former and John Abell the latter. Sir John Lucas Kt., grandson of John Lucas, was created Baron Lucas of Shenfield in 1644. This Baron Lucas' daughter, Mary, was the wife of Antony de Grey, Earl of Kent, and so, on the death of her father in 1671, the title and inheritance came into that family. Henry, Earl of Kent, inherited

the Estates upon the death of his father in 1702 and his grand-daughter, Jemima, married the eldest son of Philip, Earl of Hardwicke, the Hon. Philip Yorke, who became Lord of the Manor in 1740.

The Manor belonged afterwards to Jemima, Marchioness Grey, then to Amabel, Baroness Lucas (her first Court 1798) followed by Countess de Grey (1817) and Thomas Philip, Earl de Grey. Joseph Beaumont of Coggeshall acted as Deputy Steward for the last mentioned Lord in "out of Court" proceedings on 6th May, 1856.

The Manor afterwards passed to Anne Florence, Countess Cowper and Baroness Lucas who held her first Court on 7th June, 1850. Her last Court was held in 1879, and the first of Francis Thomas de Grey, Earl Cowper, was held in 1887.

George Frederick Beaumont purchased the Manor from Baroness Lucas in 1918.

Wentworth Day, in his book "The New Yeomen of England" (1952, George C. Harrap & Co., Ltd.) writes: "When Sweyn, the great king of the East Saxons, was on the throne, one Gunaric, a Saxon freeman, held lands in this south-east corner of Essex. To-day, Gunarys farm largely and well—shrewd, hardheaded yeomen, broad of shoulder and mighty in physique, they have been about here as long as the memory of man runneth and, if the genealogists were to probe deeply enough, I do not doubt that they would find that they spring from that sturdy Saxon root." Anyhow, it is a pleasing fancy and if there is in fact such a connection, it is appropriate that members of the Gunary family should own Fordham Hall, the Manor House of this Manor, Moat Farm which is probably the Manor House of Much Fordham Manor, and also Marks Tey Hall, the Manor House of the nearby Manor of Marks Tey.

The fine on "Amerciament" of Defaulters was sixpence; fines on death and alienation were arbitrary and the custom of descent was to the eldest son. The Lord was entitled to a third of the value of timber felled on Copyhold properties.

The Manors of Much or Great Fordham and Fordham Frith referred to in the second paragraph, also belong to the Vendors and are sold under Lot 32.

The Manorial documents (insured for £250, premium 12/6d. per annum) to be handed over are:

Court Rolls. 1609-1794.

Court Books. 1765-96; 1798-1821; 1822-48; 1849-90: 1890-1928.

Rental. 1789.

Draft Courts. 1809-14.

Such greens and wastes as are within this Manor are expressly excluded from the sale (See note to Lot 32).

LOT 7

THE MANOR OF GOLDINGTONS

in the Parish of Colne Engaine

This Parish lies on the north bank of the river Colne, to the north of Earls Colne.

The Manor takes its name from the family of Goldington which was in possession of it from the reign of Edward II. "The mansion house is decayed; there remaining only a small tenement, and an old oak near it where the Court is called" (Morant Vol. II p. 219). The first recorded Lord of the Manor was William Goldington who died in 1319. The title passed to John Hentworth, a cousin of Thomas Goldington, and was sold in 1492 to Sir William Capel. His son, Giles, sold it in 1545 to William Sidey. Daniel and William Sidey sold it to Geoffrey and John Little or Littell. In 1768 it was the property of John Little Bridge and sold by him in 1797 to Francis Nunn. In 1822 Philip Hill purchased it from the Executors of Francis Nunn and held his first Court on 4th July, 1831.

The Trustees of the will of Thomas C. Mills sold the Manor to George Frederick Beaumont in 1923 together with the Manor of Great Tey. The Custom of descent was to the eldest son.

The Manorial documents (insured for £300, premium 15/- per annum) to be handed over are :

Court Rolls. 1476-1601 ; 1603-1702 ; 1715-25 ; 1732-60 ; 1764-1802 ; 1802-5.

Court Books. 1826-65 ; 1873-99.

Abstract of Courts. 1632-1837.

Minute Books. 1500-1756 ; 1764-1861.

Rentals and Surrenders. 1502-1804.

LOT 8

THE MANOR OF LE HOWE

in the Parish of Purleigh

Purleigh lies 4 miles south of Maldon in the direction of Southend.

Morant does not mention this Manor under Purleigh, but, under Lalling Hall, one of the Lachingdon Manors, he mentions that "Lalling has a Court Lect kept at Lalling Hall, the title to which is Lawling with Snoreham ; and to it belongs Leigh-how in the parish of Purley, and Runsell-hamlet in Danbury." (Vol. I p. 355).

The earliest record in the Books which will be handed over shows William Hanbury as Lord of the Manor (1778) and Robert Tindal as his Steward.

On the 28th of August 1800, was held the first Court of Gregory Blaxland. In 1805 we find John Spurden and Michael Boyle in joint Lordship and their only Court was held on the 12th August, 1805. Thomas Green was Lord in 1806, with Robert Tindal, Steward. The last Court of this Lord was held on the 15th October, 1816. The next recorded shows David King, John Saunders and Hannah Green, Widow, as joint Lords and Lady (31st May, 1821).

The first Court of John Kinnard was held on 28th November, 1835, and that of the Rev. Charles Owen on the 12th June, 1838. After his death his sisters, the Misses Owen, were for some years Ladies of the Manor. In 1870 the Rev. John Jackson held his first Court and Joseph Beaumont purchased the Manor from him in 1870.

The Manorial documents (insured for £200 premium 10/- per annum) to be handed over are :

Court Rolls. 1778-1800 ; 1801-1811 ; 1812-16 ; 1818-38.

Court Books. 1778-1838 (Copy) ; 1818-46 ; 1847-70 ; 1870-1919.

Extracts from Court Rolls (with Rentals) 1673-1844.

LOT 9

THE MANOR OF MARTELLS HALL

in the Parish of Ardleigh

Ardleigh lies 5 miles north-east of Colchester, on the road to Manningtree.

The name is derived from the family of Martell who were under-tenants in the Manor soon after the Domesday Survey, when Geoffrey de Magnaville was Lord. Morant tells us that "in the reign of Henry II,

Ralph de Martell held one Knight's fee here of Geoffrey de Mandeville, Earl of Essex." It passed to Elias Dorewood in 1424 and was left to David Mortimer in 1438. It was bought ninety years later by William Mannock.

The first General Court Baron of Willian Mannock was held on the 6th November, 1733. In a View of Frank Pledge and General Court Baron under the same Lord in 1738, the Inquisition of the Leet appointed two Constables and we read, "They also chuse Robert Luckin and Ambrose Cooper to be Bread and Ale Tasters within the Precincts of this Manor for the year ensuing." On 29th December, 1778 is recorded the "View of Frank Pledge and First General Court Baron" of Sir Thomas Mannock, Baronet. Constables and Bread and Ale Tasters were again elected and the Amercements at this Court were only 4d. instead of the customary 6d. in previous Courts. At the next Court (25th November, 1783) Sir George Mannock is Lord and the Court is held before Thomas Brands, Deputy Steward of John Round, who was then Chief Steward.

After belonging to Abram Newman and William Webb the Lordship was acquired by Alexander Baring, later Lord Ashburton. This family was in possession of the Manor for the rest of the century; the Hon. and Rev. Frederick Baring's first Court was held on the 19th June, 1850 and that of Francis Denzil Baron Ashburton on the 8th September, 1892. It was from the latter that the late George Frederick Beaumont purchased the Lordship in 1917.

Among interesting entries in these records are the presentment on the 3rd October, 1726 of the death of "Sir Ralph Creffield Knight who held of the Lady of the Manor by deed and by fealty suit of Court" properties known as Abells on the Hill, Barbers and 20 acres of arable land abutting upon Barbers Hall, Fillies, and 4½ acres of meadow and two acres of wood abutting upon Barbers Heath. The total of the rents was 17/- and reliefs payable were of a like amount. The Baliff was commanded to distrain for the same.

At a Court held on the 6th November, 1798 there are entries which record the power of the Lord to carve up the Common land and create fresh holdings, for which rents had to be paid by the tenants. There were sixteen grants of pieces of Crockleford Heath and three pieces of Smythes Heath, and in some of the grants the "timber and other rights" were reserved to the Lord. This wholesale enclosure of what was formerly Heath land explains why, although Crockleford Heath is marked in large letters on the Ordnance Map of Ardleigh, there is in fact no heath land apart from roadside verges. Barbers Heath and Smythes Heath seem to have been dealt with just as drastically, for their names do not appear at all on the Ordnance Map to remind villagers of their lost open spaces. Had the Commons, Footpaths and Open Spaces Preservation Society been in existence then the greedy Lords would have had opposition to these ruthless enclosures.

In this Manor the Eldest son succeeded to copyhold properties on the intestacy of a tenant.

The documents (insured for £200, premium 10/- per annum) to be handed over are:—

Court Books. 1726-98; 1798-1815; 1816-41; 1843-92; 1892-1925.

Minute Books. 1744-98; 1828-45; 1844-67; 1871-1910.

Fee Book. 1848-73.

Sundry draft admissions, surrenders etc.

The following enfranchisement rent charges issuing out of lands formerly copyholds of the Manor of Bovills Hall, Ardleigh, are included in the sale of this Lot:—

<i>Payors.</i>	<i>Annual Rent Charge.</i>	<i>Payable.</i>
E. Abbott & Sons, Ardleigh	£1 6s. 5d.	} 1st January and 1st July.
Daniell & Sons, Breweries, Ltd., Colchester	13s. 0d.	

It might be interesting to students of old customs and franchises to note here that at a Court held on 28th October, 1754 for the Manor of Bovills Hall, which is not included in this sale, the following entry appears:—

"It was presented that William Meakins, a copyhold tenant was accidentally killed by a cart since the last court, whereby the said cart became forfeited to the Lord of the Manor as a deodand for which the widow being poor the Lord compounded for 10/-".

Deodand, a franchise only accruing for the benefit of the Lord if expressly granted by the Crown, was abolished by Act of Parliament in 1846 probably because Railway Directors feared that their trains might be forfeited on the occasion of accidents.

LOT 10**THE MANOR OF OVERHALL AND NETHERHALL****in the Parish of Dedham**

Dedham lies 7 miles North-east of Colchester, on the road to Ipswich.

"The Manors of Overhall and Netherhall", says Morant (Vol. II p. 246) "were formerly two distinct Manors, at present but one. The Manor-House of Over-all, now quite decayed, stood in a field near the road towards Langham, leading into the highway from Colchester to Ipswich. Neatherhall is only a cottage on Princely-Green where the Court is opened, and thence adjourned to an Ale-house in the town".

According to the same authority, these were the Estates that once belonged to the family of de Dedham and to the Nunnery of Campesse or Campsey in Suffolk. Later it appears that the two Manors came to belong wholly to the Nunnery. When King Henry VIII dissolved the religious establishments they were granted to Humfrey Wingfeild. In 1562 Queen Elizabeth granted them to Thomas Seckford, whose family were in possession of them for many years. The Estates passed into the hands of Samuel Atkinson who was followed by George Thomson. Henry Sidney Goody (grandfather of the late Clifford Goody, who was senior partner in what is now the firm of Goody, Bentley & Son, Solicitors of Colchester) first appeared as Deputy Steward at a Court held on 20th August, 1822. In 1830 and 1832 are enrolled the Courts of Charles Bazlehole and Francis Goody was Lord in 1833. He was followed by Francis Smythies, and Joseph Beaumont, grandfather of the Vendors, was Deputy Steward for Henry Sidney Goody at a Court held on 23rd February, 1847. Frank Borthwick Smythies was the next Lord and in 1896 he conveyed the Manor to George Frederick Beaumont. The latter's Courts were held at the "Marlborough Arms", Dedham.

The Custom of descent in this Manor was to the youngest son, youngest brother, etc. and some of the fines were arbitrary and some certain.

Amongst the papers to be handed over is a draft affidavit made by George Frederick Beaumont and Walter Buchanan in connection with proceedings in the Chancery Division High Court (re Hurlock) to which the existence of this custom of descent was material to the issue.

The Manorial documents (insured for £300, premium 15/- per annum) to be handed over are:—

Court Books. 1672-83; 1694-1715; 1717-23; 1724-63; 1763-70; 1771-82; 1783-95; 1771-88; 1789-95; 1796-1807; 1807-14; 1814-23; 1824-30; 1831-40; 1840-51; 1851-59; 1859-72; 1872-91; 1891-1908; 1908-28.

Court Rolls. 1712; 1714.

Rental Circa 1761.

Index. 1763-70. Quit Rental 1893.

Copy of Act of Parliament 40 Geo III. "An Act for Dividing, Allotting and Inclosing the Heaths and Commons . . ." etc., bound in limp leather.

These Court Books comprise an exceptionally fine set, being complete from 1672, very stoutly bound in vellum and in excellent condition both inside and outside. This Court having been a very active one, there is a great wealth and variety of interesting matter in them, including plans of many properties both large and small belonging to copyholders.

See Conditions of Sale No. 18 as to acknowledgement and undertaking to be given by the purchaser of Lot 10a.

LOT 10A**MAP OF THE PARISH OF DEDHAM**

Under this Lot is sold what is entitled "A Map of the Parish of DEDHAM in the County of Essex. Surveyed under an Act of Parliament passed in the year 1800". The artist's name is not given.

This map measures 42in. deep by 32½in. wide. It shows by different colourings the Demesne, Customary and Freehold properties of the Manor of Overhall and Netherhall offered for sale under Lot 10. It also shows the Demesne and Customary lands of the Manor of Dedham belonging to the Duchy of Lancaster and a few enclosures held of the Manor of Faites and Wades.

Included in this Lot is a folio volumn bound in parchment entitled "Reference Book to the Manor Map" and containing the key to the numbered plots on the Map, with names of tenants, acreage, manor in which held, and form of tenure.

See Conditions of Sale No. 18 as to acknowledgement and undertaking to be given by the purchaser.

The Act referred to above was an Enclosure Act. The Map is insured for £50, premium 2/6 per annum.

LOT 11**THE MANOR OF RIVENHALL HALL**

in the Parishes of Rivenhall, Fressing, etc.

Rivenhall lies across the London road, between Witham and Kelvedon. The name of the parish seems originally to have been Raven-hall, but the Manor has, according to Morant, been called Ruwehale, Ruhall, Renhale, and even Ruinhall.

This Manor was originally in the hands of the Earl of "Bulloin", and, through marriage to King Stephen it came to the crown, and was then traced to one Roucester of de Roffa who held it under King John. Later it came to Thomas Lord Seales, a renowned soldier whose service to Henry VI was recognised by his being granted the privilege of "having a ship of 200 tons, to transport any goods or merchandise to whatever port he should think fit beyond the seas, except the staple of Calais, paying the usual customs." During the Civil War, he, like many others, firmly adhered to the Lancastrian cause and was murdered for the colour of his politics on the 25th of July, 1460. He left no male heir and the Manor then passed to Sir Geoffrey Gate who died in 1477. His great-grandson was the celebrated Sir John Gate who held a number of important appointments under King Henry VIII and King Edward VI. "Living in the time of the dissolution of Monastries, he much enlarged his patrimony by the spoils of them. He was knighted at the Coronation of King Edward VI and constituted Sheriff of Essex and Hertfordshire in 1552, but unhappily for him, zealously espousing the cause of the Lady Jane Grey, he was beheaded on the 22nd of August, 1553," and the Manor then fell to the Crown.

It was granted by Queen Mary to one Susan Tonge and after that passed through a number of hands before becoming the property of Ralph Wiseman in 1590. At the end of the 17th century it was sold to Thomas Western, whose descendants held it until the beginning of the present century. It was conveyed to George Frederick Beaumont in 1922 by Lt.-Col. Bertram Charles Maximilian Western, with the concurrence of Dame Elizabeth Ellen Western to release it from her charge of an annuity of £800 under the will of her husband, Sir Thomas Charles Callis Western, of Rivenhall Place.

The earliest document to be handed over is a Roll recording the Court of Thomas Western in 1681. In Charles Callis Western's Court of 27th October, 1797, Philip Griggs was presented for encroachment and Paul Pechell was presented for felling "Elm timbers standing on his Lands holden of this Manor by copy of Court Roll without the licence of the Lord whereby according to the custom of the said Manor the last mentioned Lands are forfeited to the Lord of the said Manor." At a Court held in August, 1905, the

Homage presented that, since the last Court, William Porter had paid £3 6s. 8d. "being one full third part or value of one hundred and fifty feet of Ash and Elm Timber to the Lord of the said Manor as his right the said Timber Having been felled with the leave of the Lord." On 30th December, 1811, the Homage presented James Sach for making "a clay pit on part of the Lord's waste on the North side of the road between Lanham's Green and Withy's Green within this Manor to the great damage of the Lord and copy holders of this Manor' and also for "digging the soil of Lanham's Green" He was amerced one shilling for each of these offences. A number of such misdemeanours are to be found enrolled in these records and also an unusually interesting entry, a complete Perambulation of the bounds of the Manor which was recorded in a General Court Baron of Charles Callis Western, Esq., on 7th April, 1825. The Homage made the Perambulation with the Steward, James Western, and a number of other tenants. The Court of 4th January, 1834, is the first held in the name of the "Right Honourable Charles Callis Lord Western, Baron Western of Rivenhall," whose last Court was held on 18th January, 1841.

As late as 1903 a Seizure of a copyhold tenement is recorded because a Cottage had been permitted "to become ruinous whereupon Joseph Smith Surridge (of Coggeshall) the Bailiff of this Manor was Comanded to seize into the hands of the Lord of this Manor the said Copyhold tenement." On 23rd April, 1919, a General Court Baron was held by Lt.-Col. Bertram Charles Maximilian Western, D.S.O. ; this was his only Court, for the next is the first General Court Baron and Customary Court of George Frederick Beaumont whose later Courts are recorded as having been held at the Fox Inn, Rivenhall, with Ernest William Saunders (Managing Clerk of Messrs. Beaumont & Son, Solicitors, Coggeshall) as his Steward.

The name of Western is still kept alive through the "Western Arms," an inn at Silver End.

The manorial documents (insured for £300 premium, 15/- per annum) to be handed over, are :

Court Rolls. 1681-1709 ; 1710-24 ; 1763-75 ; 1778 ; 1789-95.

Court Books. 1730-52 ; 1755-89 ; 1796-1892 ; 1894-1940.

Minute Books. 1813-1903.

In addition to these documents there will be handed to the purchaser voluminous extracts from the the Court Records, containing a summary of Courts held between 1796 and 1924, with notes of places where Courts were held and the names of Lords and Stewards at each of them, together with an Abstract of the Transactions which took place, showing the amount of fines paid and short descriptions of the properties containing many interesting place names and coloured plans from the Court Records.

All the interest of the Lords in greens and roadside verges is included in the sale. It is possible that the Vendors will, before the sale, hold a Manor Court and Perambulation. Such a Court would seem to be the best method of ascertaining the wishes of the inhabitants with regard to Lanham's Green, which was ploughed up during the war and has not yet been reseeded. It was a favourite haunt of peapickers and gypsies and it is thought that the inhabitants would prefer that it should not again be available for that purpose. The Lords received £3 per annum as rent and the purchaser will be entitled thereto so long as the land is still cultivated by the farmer, Mr. Chapman, of Cressing.

Copies of the Perambulation mentioned above can be obtained from the Solicitors at a cost of 5/- per copy.

LOT 12

MANOR OF TOLLESBURY HALL

in the Parishes of Tollesbury, Tolleshunt D'Arcy, Tiptree, etc.

Tollesbury, which lies near the Blackwater Estuary, 5 miles East-North-East of Maldon, was so called, according to Morant, because it was the place where toll or custom was paid by ships coming up the Bay. The name of Tollesbury, according to the same authority, is not found in records from the time of the survey to the year 1329, but is supposed to be what is named Tolleshunt Guisnes, or Guysnes, from Baldwin, Earl of Guisnes.

There were four Manors: (1) Tollesbury, with Bouchier's Hall as the Manor House; (2) Tollesbury Hall, originally belonging to the Nunnery of Berking or Barking, the Manor House being Tollesbury Hall, close to and on the South of the Church; (3) Gorwell and Prentices, subordinate to Bouchier's Hall and until the dissolution of monasteries belonging to Beeleigh Abbey; and (4) Bohun's Hall, the Manor House being just South of Tollesbury Hall.

The Nunnery of Barking held the Manor until the Dissolution. In 1539 Henry VIII granted it to Thomas, Lord Cromwell, a few days previous to creating him Earl of Essex. On his attainder, it returned to the Crown, and was appointed for the maintenance of Lady Mary, afterwards Queen. In 1562, this Manor was granted by Queen Elizabeth to Thomas Howard, Duke of Norfolk who, imprudently entering into an agreement to marry the unfortunate Mary, Queen of Scots, was on that account beheaded in 1573; but Thomas, his son, by his second lady, Margaret, daughter of Thomas Lord Audely, being restored in blood in 1584, this lordship was given to him by Queen Elizabeth in 1595 (Morant, Vol. I, p. 402).

Staying in the Howard family until sold in 1701 by Charles, eldest son and heir of William Lord Howard of Escrick, to Peter Whetcomb, it passed to Henry Cornelison of Braxted Lodge, before being purchased with that estate and Tollesbury Wix by Peter Du Cane. It remained in that family until sold in 1888 and resold to George Frederick Beaumont.

The following are a selection from many interesting entries in the Court Rolls:—

20th July, 1795. Seizure of oyster laying late of Ann Kirby.

26th March, 1799. Composition for "two best beasts of which the said Edward Monk died possessed and were marked as heriots due from the said lands and tenements called Lavenhams and the said piece or parcel of land called Hungerdowns . . . ten Guineas in lieu of the said two best beasts which the said John Carrington hath in open Court paid."

8th May, 1879. Appointment of guardian to Augustus Frederick Monk, two year old copyhold tenant.

8th May, 1879. Isaac Rice, Bailiff of the Manor, presents the seizure, in the presence of two copyhold tenants of the Manor, of an oyster laying called "Coat Laying."

12th May, 1802. Admission of Thomas Walker to a number of properties upon payment of fines of £155, plus £40 composition for heriots, viz.: "four horses constituting his four best beasts."

12th May, 1802. Grant of parcel of the Lords waste at the bottom of Oxley Green to Peter Smith to be held "by free deed fealty suit of Court the yearly rent of one shilling upon every alienation or death of the tenant thereof and such other services and customs, etc".

2nd June, 1803. Presentment of composition for felling of timber by Stanhope Pedley. Value £9 13s. 6d. £3 4s. 6d. paid to the Lord "being his third part of the said timber".

2nd June, 1803. James Keys, Peter Smith, Philip Smyth, Francis Richardson and others presented for encroachment on Uxley Green by digging and carrying away the soil and laying dunghills thereon and destroying the herbage thereof to the prejudice of the Lord and Tenants of the Manor.

9th October, 1804. Grant to James Claydon of Tollesbury, Dredger, of two oyster layings situate in South Fleet at Herse End.

The Manorial Records (insured for £250, premium 12/6 per annum) to be handed over are:

Court Rolls. 1651-1709; 1710-24; 1763-75; 1778; 1789-95.

Court Books. 1730-52; 1755-60; 1796-1892; 1894-1940.

Minute Books. 1813-1907.

Copy **Grant of the Manor** to Thomas Lord Howard, 22nd September, 1595, with rough translation by G. F. Beaumont.

Notice of Court. 21st June, 1883.

Sexton & Greenwade's **PARTICULARS of SALE**, 11th July, 1888.

Agreement for Sale of site of pier by G. F. Beaumont to Great Eastern Railway Company, 11th March, 1890.

See Conditions of Sale No. 18 as to acknowledgment and undertaking to be given by the purchaser of Lot 12A.

LOT 12A

**MAP OF THE WASTE LANDS
OF
TIPTREE HEATH**

The map offered for sale under this Lot was presumably drawn by arrangement between the Lords of the various Manors which had waste lands on the Heath, for it shows in different colours the lands of the various Manors and at the foot there is a schedule giving the names of the Lords, and the areas of their waste land. Although the map itself is not dated, it is possible to say that it was prepared in 1833.

The following quotation from the "History from the County of Essex", by Thomas Wright of Trinity College, Cambridge (Vol. I, p. 252) shows the great extent of this Heath and the Rights of the Tenants of the Manors and the Lords:

"Tiptree Heath is named from this manor, though it extends into most of the adjoining parishes. It formerly was part of the great forest of Essex, which extended over more than half the country. When King John, in 1204, had disafforested a very large portion of forest land lying north of the great road or causeway leading from Stortford towards Colchester; that is, as far as Hayditch, or the ramparts at Lexden Heath, and thence turning to Neyland, there remained to the king this great waste, called Tiptree Heath, containing above a thousand acres. This is known from an inquisition taken in 1401, which also informs us, that the freeholders, or tenants, of Inworth, Messing, Laver Marney, Braxted, the town of Maldon, Totham, Tollesbury, and Tolleshunt, had common of pasture for their cattle here, and estovers of the trees and underwood growing upon this waste, for the building and repairing of the houses and hedges belonging to their tenements, and sufficient fuel for firing, as belonging to their lands and tenements in the places aforesaid, and had ever enjoyed the same. But the abess of Barking, the abbot of Coxall, and Reginald de Grey, lord of Ruthin, who possessed manors in the adjoining parishes of Tollesbury, Tolleshunt-major, and Braxted, had grievously encroached upon a great part of this waste. By an order of council made in the reign of Henry the Eighth, it was decreed, 'That all and everye of the freeholders, copieholders, and inhabitaunts of the townes of Messynge, Lyard Marney, Wygeboroughe, Salcote, Tollyshunte-Knights, Tollyshunte-Darcy, Tollesburye, Goldeanger, Tolleshunt-major, Little Tothame, Muche Tothame, Hebredge, Langeforde, Wikehamme, Braxted, Keldon in parte, and Inforde, and of Tiptree Heathe, shall have and enjoye to them, their heires, and successors, and assignes, common of pasture in Tiptree Heathe, in all and everye the severall wastes thereof; all the said severall lordes' tanants, as well in their own lordes' soyle, common, and wastes, as in the soyle, common, and wastes of all other lordes there, generllye to putte in and to common at large upon the said common and wastes of Tiptree Heathe, and of everye parte of the same, with all manner of beastes and catells (except gootes), at their pleasure, without nombre, keeping their hogges ringed,' etc. This important document proceeds to state the allowance of the tenentry to cut wood for the repairing their houses, and for building new houses where the old ones have decayed and fallen down. Liberty is also given to cut brush or underwood, for fires and other purposes. This extensive waste is now enclosed, yet the fair for cattle and toys of the 25th of July continues to be well attended' (Tiptree fair)." Wright's History was published in 1831.

See Conditions of Sale No. 18 as to acknowledgment and undertaking to be given by the purchaser.

LOT 13

**THE MANOR OF BLAMSTERS HALL
in the Parish of Great Easton, Near Dunmow**

Great Easton lies between Bishops Stortford and Braintree and the name of this Manor, according to Morant, is derived from the family of Blammster, and was vulgarly called Blamsted-Hall. He says that "Beatrix, daughter of William de Blammster, who died about 1280, held two carucates of land in the village of Estegnes ad Montem."

George Pikenham, who died in 1499, is recorded as having held the Manor of "Blomesters" and we find it next in the Jennings family, "for George Mead, who died on the 22nd of May, 1602, held lands, called Great Ickley, in Eyston-Magna, of Richard Jennings, Gent., as of his Manor of Blainceters-Hall."

After passing into the Kendall family of Bassingbourns in Takeley, the Manor was acquired by John Tayleure, who was Remembrancer of the Exchequer.

A Grange here, called Croys, belonged to Tiltey Abbey. The 63 Acres of Land in Great Easton, given to Tiltey Abbey by John de Ashe and John de Newport, were probably part of this farm. King Henry VIII on the suppression granted it to James Gunter and William Lewis who sold it to Thomas Everard. The latter sold it in 1550 to William Pitch who sold it to John Meade of Henham in 1554. His son John gave Duton-Hill in this parish to his son John. After remaining in the Meade family for at least two hundred years, the Manor eventually came into the hands of Henry Dixon.

At a General Court Baron or Customary Court, held for Henry Dixon on the 12th July, 1830, a licence was granted to William Watson to fell certain fir trees on his copyhold land and a fine was paid to the Lord of one-third of their value, viz., £6 13s. 4d. At the same Court the Right Honourable Henry Viscount Maynard acknowledged that he held as a free tenant a messuage and land called Crows at a yearly rent of one capon.

At the Court Baron held on 11th August, 1862, the Homage "being sworn to do on their oaths present that the Rt. Hon. Henry Viscount Maynard and others being respectively freehold tenants of this Manor, have neglected to appear to perform the suit and service which they owe to this Court and the said James Pomeroy and Robert Savill being sufficiently excused the remainder are respectively in mercy." At the Customary Court which followed the Court Baron absentee copyhold tenants except Eliza Tottman, who was sufficiently excused, were fined 6d. each. At the same Court there were grants of waste-land to John Mott Richardson and Joseph Smith of strips of land opposite or near Blamsters Hall. Plans showing the pieces of land which were the subject of these grants, are drawn in the Court Book.

In 1833, the Reverend Robert Collett held a Court and in 1841 Frances Meyler Collett Widow was Lady of the Manor. From 1859 to 1869 the Lord of the Manor was Thomas Oliver. On 5th December, 1872, was held the only General Court Baron and Customary Court of Joseph Beaumont, of Coggeshall, who had purchased the Manor from Thomas Oliver. Only two further entries appear in the Court Book after that Court. The first is a receipt given by Joseph Beaumont to Henry Gibson and the Reverend George Edward Symonds of Thaxted, as Trustees of the Will of the Rt. Hon. Viscount Maynard for 9/4d. in full discharge of an annual free rent of one capon.

The following records (insured for £300, premium 15/- per annum) to be handed over are :

Court Rolls. 1509 to 1830 (with a few omissions).

Court Books. 1830—1911.

Index. 15 Court Rolls and Books, etc., 1509—1897.

The conveyance of this Manor to Mr. Joseph Beaumont cannot be found, but if and when it is found it will be handed to the purchaser. As per Condition 4 of the Conditions of Sale the Will of the late G. F. Beaumont is the root of title but the absence of the conveyance is mentioned here to avoid any query being raised by the purchaser or his Solicitors.

LOT 14.

MANOR OF GREAT HENNY

in the Parishes of Great Henny, Twinstead, etc.

Great Henny lies on the west of the River Stour, which divides Essex from Suffolk, and is 3 miles south of Sudbury Station. Morant derives the name from the Saxon word "Hean", high. "Here are two contiguous parishes of the name," he writes, "distinguished by the appellations of Great and Little," and later "this manor of Great Heny was the chief lordship of these two parishes" (Vol. II, p. 273).

The earliest recorded Lord was Gilbert Mandut, who died in about 1260 and held "a hundred shillings worth of land in Henny, with the advowson of the church, by the service of one knight's-fee." Later it came into the "ancient knightly family of Fitz-Ralph; the sister of John Fitz-Ralph, who died without issue in 1440, married and brought the estate to Sir Robert Chamberlaine. Between about the years 1550 and 1660, it came by purchase into the families of Gwyn, Manning, Bedingfeld, and Cornwallis. "Sometime after the year 1660," writes Morant, "Sir Harbottle Grimston Bart. bought it with several other estates in

this neighbourhood. Sir Samuel Grimston Bart., his son, left it to his nephew, William Luckyn, who was later created Viscount Grimston, 1694, in the Lordship of Sir Samuel Grimston. The Manor afterwards passed by purchase to Thomas Sewell, who had been mentioned in many Courts as one of the Homage, his first Court being held in 1713. Hardwick Sewell and Hardwick Sewell Richardson, the son of the former's sister, were successive Lords until the Manor came to Thomas Crump in 1770. In 1783 we find William Taylor holding a Court for his son, Thomas Taylor, in whose name the Lordship remained for fifty years. Thomas Butler acquired it and held his first Court in 1832, Thomas Cutts 1837 and in 1872 Clarissa Peach Manning, spinster, held her first Court as Lady of the Manor. It was purchased from her by George Frederick Beaumont who held his first General Court Baron at the "Swan Inn" on 14th July, 1899.

Besides the customary interesting details regarding fines for timber felling, encroachments and so forth, an unusual matter was dealt with in the Court of 27th October, 1718, when it was presented that the ancient aqueduct was in urgent need of repair. On the 14th December, 1819, Joseph Orbell was presented for digging up and taking away "part of the soil of the Lord of this Manor near a Grip or Watercourse on Pound Green opposite the Manor House. It is therefore ordered by this Court that the said Joseph Orbell do restore and make the same in as good condition as it was at the time of his so breaking up and carrying away the same before the next Court under the Penalty of five Pounds". He apparently conformed with the order for he is not mentioned at the next Court.

Numerous such entries concerning misdemeanours and the customs of the Manor may be found in these books. Of special interest is a Survey of the Manor bound in vellum and in excellent condition, dated 42 Elizabeth (1600).

There is a Wayleave Agreement with the Eastern Electricity Board in respect of electric poles and lines at a rental of 2/6 per annum. The Manor is sold subject to and with the benefit of this agreement.

The Manorial documents (insured for £200, premium 10/- per annum) to be handed over are :
Court Rolls and Books. 1625-37; 1663-92; 1694-1717; 1718-25; 1734; 1801-80; 1894-1909.

See Conditions of Sale No. 18 as to acknowledgment and undertaking in respect of the Manor Map to be given by the purchaser of Lot 14A.

LOT 14A

MAP OF GREAT HENNY

This map, which measures 37½ in. by 21½ in., with an extension of about six inches in the direction of Sudbury to include Bulmer Tye, is dated 1600, and is signed by the cartographer as follows:—

"Wm. Sands descripsit"

This is believed to be one of the earliest Manor maps and is a very good example of the survival at that date of the mediaeval system of strip-cultivation, the baulks being shown by dotted lines.

There are three cartouches, the first of which reads as under:—

"The Mannor of HENNY MAGNA in the said countie of Essex
parcell of the Possessions of Roger Gwin of London gent., survaied and
measured mense Junii Anno regni ELIZABETHAE Reginae nunc
Quadragesimo Secundo, Annoq(ue) Domini Millesimo Sexcentesimo iuxta
computaciōem Ecclesie Anglicano.

The freeholders are compassed with
blewe cullour onely.

The Copyholdes with greene onely.

The Demesnes with greene & redd.

The landes of newe feofment are
compassed with redd onelie.

The Glebe of this Manner and Parishe

of Henny Magna with a purple
cullour.

The lands of other Mannors lieing
intermixte, are compassed wth yellowe.

The pricked lines signifie baulkes.

The greenes or Ties are all greene.

The peices here marked with Letters
are so noted in the Survaie book wth red letters."

The other two cartouches are keys to ownership and in some cases show the areas of the holdings.

Among many interesting features of the map are the perspective views of buildings, including the Church, the Rectory, and private houses (e.g., Snells and Sparrows, the latter being the residence of Mr. V. Machin Goodall at the present time; at the date of the map it belonged to William Fisher). The position of the lord's Mill on the River Stour is shown, but the writing does not appear to be contemporary.

Large areas of waste land are coloured green, and what is now a small green called Bulmer Tye was part of a much larger area. As in many other Manors, what were formerly substantial open spaces have suffered severe encroachment during the centuries which have elapsed.

See Conditions of Sale No. 18 as to acknowledgment and undertaking to be given by the purchaser.

SUFFOLK MANORS

LOT 15.

THE MANOR OF AKENHAM

in the Parishes of Akenham, Claydon, Ipswich, etc.

The Parish of Akenham lies 3 miles North of Ipswich and 2 miles South-east of Claydon.

According to Copinger (Vol. II, p. 227), there were in Saxon times four small Manors in Akenham. All were, by the time of the Domesday Survey, vested in Roger de Rheims "who had come in at the conquest and had had the honour of the Barony of Raines or Reynes, consisting of ten knights' fees in Essex, conferred upon him." Morant says that the name appears to be taken from Rayne or Little Rayne in Essex (Vol. II, p. 403).

The history of Akenham Manor seems to have been much confused with that of Rous Hall. "It is conceived," says Copinger, "that the four Manors of Akenham in process of time came into two, and that at an early period this Manor was held by the Brewse family, but Rice Hall was held by the family of Rous." The confusion arose when, in the reign of Henry III, Richard de Brewse married Alice, daughter of William le Rus, who then held Rice Hall, and a good deal of exchanging took place.

The Manor is specifically mentioned in the inquisition p.m. of Sir Thomas Brewse in 1482. It passed in dower on the marriage of Amy, daughter of William Brewse, to Sir Roger Townsend whose descendant, Roger Townsend, sold it in 1586 to John Aylmer, Bishop of London. This Bishop, who was tutor to Lady Jane Grey, was said to have been a warm tempered and irritable man, "rather a man of business than a theologian, and died very rich." The estate was then thought to be worth £1,200 a year. The Manor was sold by Edward Aylmer to Thomas Arras, M.D., who was M.P. for St. Albans in 1646. It subsequently came to Charles Henry Capon and was sold by his Trustee to Joseph Beaumont, of Coggeshall.

The custom of descent on intestacy was Borough-English, as evidence of which we find an entry in a Court held on 29th December, 1743, that Mileson Hingeston, Surgeon, "youngest son and heir according to the Custom of the Manor of Peter Hingeston", was admitted to property of which his father died seised.

The documents (insured for £300, premium 15/- per annum) to be handed over comprise a rental dated 1622 and Court Books dated 1718-73 (including a rental dated 1721); 1775-1864; and 1868-1922. All the books are in vellum bindings.

The rentals mentioned above show that this Manor was very extensive, as holdings in Ipswich and many parishes around are recorded, viz., Whitton, Gosbeck, Ashebooking, Baylham, Hendley, Hemyngston, Claydon, Thurlston, etc.

The following documents, not in the possession of the Vendors and not included in the Sale, are at the Public Record Office, where they can be inspected by anyone with a Readers' Ticket:

Compotus VIII to IX Ric. II 1384-85; **Compotus XI to XII Ric. II**, 1387-88; **Compotus XVI to XVII, Ric. II**, 1392-93.

Survey: 40 Eliz. 1597.

Court Rolls Ed. III, 1, 2, 5, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 . . . Period of Black Death . . . 27, 28, and **Ric. II**, 23 (1327-1400); 1651-78; 1680-1704; 1704-17.

Special attention is called to the interval of three years in the Court Rolls, viz., 24, 25, 26, Ed. III. This coincides with the Black Death, which swept over the continent from the East, and wrought great havoc in England. According to Green's History of England "of three or four millions who then formed the population of England, more than one half were swept away in its repeated visitations. . . . Nearly sixty thousand people perished at Norwich, while in Bristol the living were hardly able to bury the dead". No wonder the Court Rolls were not kept up to date, if, in fact, any were held.

At a Court held in 27 Ed. III (1354) it was presented that Olivia Sparrow did damage to the pasture of the Lord. At the foot of the membrane recording a Court held in 23 Ed. III (1350) it was noted that an Inquisition was taken on the part of diverse tenants, after the death of the same, of all their lands and tenements.

LOT 16.

THE MANOR OF BEAUMONDS IN LINDSEY

Lindsey is a parish and village $4\frac{1}{2}$ miles north-west of Hadleigh.

This was the Lordship of Godfrey de Bellemonte (the Latin name for Beaumont) in the time of Edward I and he had a grant of free warren here in 1291.

"The Manor was given about 1474 to the College of Denston by Sir John Howard and John Broughton, and there it remained until the Dissolution" (Copinger, Vol. III, p. 195), when it became the property of the Crown.

In 1548, Simon Sampson seems to have held a third part, but the Manor later became the property of Thomas Smith. In 1568 it was acquired by Anthony Cage, and in 1609 William Cage was the Lord. Later it belonged to Samuel Warner—who also owned the Manor of Callis at that time—and like Callis the Lordship passed after his death to his daughters before being acquired by Job Hanmer, who purchased it in about 1787. It then passed to John Sparke by purchase in 1836 and was vested in the Reverend F. L. Hayward for a period before being purchased by Joseph Beaumont in 1881.

The custom of descent, viz., Borough-English, is found in this Manor, for in the Court of 14th September, 1738, appears the entry: "Now at this Court cometh here into Court Geroge Parsons youngest son and heir according to the custom of this Manor and putteth himself upon the favour of the Lord and Ladies of the Manor and humbly prayeth to the said Premises of which his said father so dyed seized to be admitted Tenant".

The amercement of Defaulters in attendance at Courts was threepence.

The following Court Books (insured for £150, premium 7/6 per annum) will be handed over on Completion: 1737-1845 (two books in one volume); 1744-74 (duplicating part of 1737-1845); 1846-1918.

LOT 17**THE MANOR OF GLEMSFORD**

Glemsford lies north of the river Stour, 7 miles north-west of Sudbury.

In the reign of Edward I the Manor was appropriated to the Church of Ely. The Bishop of Ely had a grant of free warren in respect of the Manor as early as 1361. In 1600, Martin Heton, who was then Bishop, alienated the Manor to the Queen and ten years later it was granted by the Crown to Prince Henry. In 1617 it reverted to the King. The first minute book entry shows it as belonging to Henry Waldron (1685); it was purchased in the early 18th Century by John Moore and remained in that family until about 1827. It then passed to Edward Wenham Martin and he was succeeded by John Wright. Edmund Stedman was the next Lord and he was followed in 1875 by Sidney Pattison of Coggeshall, who was also Lord of the Manor of Finchingfield in Essex. He sold Glemsford Manor to Durrant Edward Cardinall, who in turn sold it in 1888 to George Frederick Beaumont of Coggeshall.

The custom of the Manor in respect of descent was to the eldest son.

In a Court held on the 13th April, 1748, the Inquisition of the Leet, having amerced defaulters fourpence each, made appointments to the Offices of Constable, Pinder and Reeve. The last mentioned official collected the annual quit and free rents and got in the Common fines.

A typical misdemeanour was dealt with in the Court Baron of 22nd June, 1790, when the Homage presented that "Thomas Mason of Glemsford, Carpenter, hath without leave of the Lord of this Manor enclosed about half a Rood of ground more or less which is part of the Waste of the said Manor Therefore the Lord of the said Manor by the Consent of his Tenants doth authorise the Bailiff of the Manor to take down the Fence so erected upon the Waste aforesaid and make a return thereof at the next General Court Baron to be holden in and for the said Manor."

The documents (insured for £200, premium 10/- per annum) to be handed over are:

Court Books. 1708-18; 1748-62; 1769-91; 1792-08; 1809-19; 1820-49; 1849-72; 1872 to date.

Survey. 1658.

Minute Books. 1685-93; 1724-33; 1733-38; 1740-44; 1745-47; 1763-69; 1809-26; 1828-38; 1839-44; 1844-48; 1848-50; 1851-64; 1864-75.

Rent Roll. 1752.

There are several small greens which probably form part of this Manor or the other Manor in the parish of Glemsford sold under Lot 18. No guarantee can be given that they form part of either Manor, but research work may show.

According to the Public Record Office records there are in that Office three Court Rolls, 41 Edw. III and Estreats 4-5 and 16-17 James I. An Account Roll 4-5 Edw. III. is stated to be held by Mr. C. H. Butcher, Bronat, Llanwrtyd Wells, Brecon.

LOT 18**THE MANOR OF CALLIS METHOLDS
AND WIMBOLDS**

in the Parish of Glemsford

This Manor is in the same Parish as the Manor sold under Lot 17.

About the time of Henry VII it was held by the Methwolds family and we are told by Copinger (Vol. I, p. 106) that amongst the Charters in the Bodleian will be found a note that at a Court of the Manor of "Methwolds and Wimbolds hold the Tuesday on the feast of St. Dionysius 7 Henry VIII 1515) by William

Medewold Esq., a grant was made to Margery Jakis, widow of one tenement called 'culstone' with a garden etc. by the service of 6/8 annually and one capon".

William Methwold, or Medewold, as he is so often referred to in records, sold the Manor and all his lands called Methwold's and Wimbold's to John Smith. In 1569 it was sold by George Smith with the Manor of Callis to John Allen.

Copinger does not trace the history of the Manor further than to say that "Sir Isaac Appleton in 1598 obtained this Manor from Thomas (Appleton or Allen?) and died seised in 1608 leaving a son, Isaac Appleton, who died without issue".

Although it is in fact one with Metholds and Wimbolds, Copinger treats Callis separately. "Little is known," he says, "regarding this small Manor. It was no doubt called after the Caley's family who for many generations held land in Glemsford." The will of Thomas Caleys, dated 1439, is amongst the Suffolk Charters, etc., and we are told that there is also there a note of a grant from the Manor of "Calsis" (1509) in Glemsford to Walter Topping of land opposite "Mille Streete". As mentioned above, John Allen bought Callis from George Smith in 1569 and thereafter the history of this Manor is the same as that of the other two Manors and, until the date of the earliest of our Court Records, about as indefinite. There is no doubt, however, that all three Manors were united into one by the time of the first of these entries, and that dated 1726 shows Samuel Warner as the Lord of the Manor of "Callis Metholds and Wimbolds in Glemsford in the County of Suffolk." Subsequent Lords included Sir Thomas Bunbury, Bart., Job Hanmer (1788) and Joseph Lee (1847). Towards the end of the Century it had been acquired by Durrant Edward Cardinall who sold it in 1888 to Joseph Beaumont of Coggeshall.

The Custom of descent was to the eldest son.

The Manorial documents (insured for £200, premium 10/- per annum) to be handed over are:—**Court Books** dated 1725-60; 1764-88; 1791-46; and 1847 to 1919.

LOT 19

THE MANOR OF COCKFIELD HALL

in the Parish of Cockfield

Cockfield is situated about 7 miles South of Bury St. Edmunds. Originally vested in the Abbott of St. Edmunds by a gift of Earl Alfar, the Manor remained in the Abbey until the Dissolution, when it was granted by the Crown to Sir Robert Drury. The Manor and the Advowson were in 1545 granted to Sir John Sprying; this much we have from Copinger (Vol. I p. 74).

On the death of Sir William Spring in 1648, it passed to Sir Thomas Robinson of Kentwell Hall, Long Melford. It left the Robinson family when Sir John Moore bought it in the early 18th Century.

Sir Henry followed and was succeeded by Richard Moore who was High Sheriff of the County in the year 1812. Later Lords were Edward Wenham Martin, John Wright (1834) and John Cuddon of Norwich (1839).

A Court held in 1840 is recorded as having taken place "at the Rectory House" and another later in the same year "at the Punch Bowl Inn", Cockfield. We learn from Copinger that the Cuddons were not in possession of the Manor House.

The Misses Manning became Ladies of the Manor in 1853, but the Cuddons remained Stewards for some years. Frederick Charsley and others acquired the Manor in 1895 and it passed to George Frederick Beaumont by purchase. His first Court recorded was held in 1899 at the "King's Head Inn".

The custom here was to eldest son upon the death of a tenant intestate. Encroachments, tree felling misdemeanours and other items of interest beside the normal business of admissions, common fines and so forth can be found in number.

A feature of this Manor is the number of greens within its bounds. Viz., Windsor Green, Buttons Green, Cross Green, Colchester Green (this latter much encroached upon in the past and now almost non-existent) and The Great Green containing ten acres of land. The last mentioned Green was cultivated during the last war and was in 1950 purchased by the Parish Council of Cockfield for £150 from the Vendors; it is now used as a playing field.

For many years the late Mr. and Mrs. Ruffell were bailiffs, the widow succeeding her husband on his death. Their granddaughter, Miss Ann Ruffell, has recently been appointed bailiff.

The manorial documents (insured for £200, premium 10/- per annum) to be handed over are:

Court Rolls. 1651-85; 1693; 1696-97; 1699; 1700-01; 1703; 1709; 1711; 1718-20; 1724-31; 1747-48; 1769.

Court Books. Copies and drafts 1669-85; 1686-89; 1724-31; 1732-39; 1740-43; 1755-58; 1758-64. Books dated 1710-20; 1747-73; 1773-1807; 1808-19; 1819-40; 1840-72; 1872 to date.

Alphabetical Table of tenants 1625-1719.

Survey Book. Contains the folios of surveys made 1581-83.

Rentals dated 1795 and 1817, a number of rough sketches of commons and wastes, a bundle of presentments of juries, notices of courts, copies of surrenders, etc., 1703-29.

The last enrolled transaction is a licence to F. J. W. Smith to construct and maintain a roadway over Colchester Green mentioned above to enable him to have access to his cottage at the other end of the Green.

LOT 20

THE MANOR OF EARLS HALL

in the Parish of Cockfield

This Parish lies 9 miles South of Bury St. Edmunds.

The name is derived from the de Veres, Earls of Oxford, who for many generations were Lords of the Manor. "Like the main Manor of Cockfield Hall", says Copinger (Vol. I, p. 75), "it was held by the Abbot of Bury and from the Abbot Roger, brother of Aubrey de Vere, 1st Earl of Oxford, received a grant of this Manor". Robert, third Earl of Oxford and second son of the above, who succeeded his elder brother in the Earldom as well as in the Lordship of this Manor, was one of the twenty-five influential barons appointed to enforce the observance of the Magna Charta. John de Vere, 7th Earl of Oxford, "shared in all the glories of Edward III's martial reign. He was present at both Crecy and Poitiers and lost his life before the walls of Rheims," 1360.

The 12th Earl, a staunch Lancastrian, suffered the misfortune of many of his party upon the accession of Edward IV. He, with others, "were brought before the Erle of Worscetre, and juged by lawe padowe that thei should be hade to the Toure Hylle, where was made a scaffolde of viij fote hyzt, and ther was there hedes smytom of, that alle menne myght see; whereof the moste peple were sory." And later we read that the "Erle of Worscetre was juged by such laws as he dyde to other menne", and was likewise beheaded (Copinger).

The Manor remained with the Earls of Oxford until 1548 when it became the property of Edward, Duke of Somerset and a little later (1554) passed to Sir William Spring, Son of Sir John Spring of Cockfield.

A Roll dated 1578 shows Edward de Vere as Lord; then "Sir William Spring" (1747). The descent of the Manor from this date seems to have followed that of Cockfield Hall (Lot 19).

Thomas Cuddon succeeded and held his first Court in 1839. Thereafter the Lords were the same as for Cockfield Hall, George Frederick Beaumont purchasing it from the Trustees of F. Charsley on the 11th April, 1899.

The custom of descent was to the eldest son. The Lord here had the right to timber growing on the tenant's property as is shown by a typical case in the Court of the 24th April, 1758, when James Moore

was presented for having cut down and sold some "pollard Timber Trees through inadvertency and humbly prays the Favour of the Lord of this Manor to accept a proper Satisfaction" which the good Lord was gracious enough to do, the consideration having been thirteen shillings and fourpence.

The documents (insured for £300, premium 15/- per annum) to be handed over are :

Court Rolls. 1578-82; 1616; 1630-47; 1651-85; 1710-11; 1724-31; 1732-43.

Court Books. 1747-1844; 1844-1914.

Survey. 1620-1730.

Abstract of Courts. 1608, 1737, etc.

LOT 21

MANOR OF HAUGHLEY

with its Members

in the Parishes of Haughley, Old Newton, Tothill, etc.

Haughley lies two miles north-north-west of Stowmarket.

Hugh de Montfort was Lord of the Manor at the time of the Norman Survey. Copinger (Vol. VI, p. 197) says "Haughley Castle was no doubt strengthened and fortified by Hugh de Montfort who made it his principal seat". And he adds "It was one of the Seignories or Honors on which other Manors were dependent or held by the performance of certain customs or services." At one time Haughley, together with Dover, Boulogne and Pencerell in Nottinghamshire were the only Honors in the Kingdom. Kirby, in his "Suffolk Traveller," 1744, says, "there was anciently a curious tenure attaching to this place, namely, that of erecting and keeping a gallows in repair in a piece of ground called Luberlow Field. Certain lands in the Parish were also retained by the service of providing a ladder by which criminals hung could mount to their doom."

Hubert de Burch was Lord in 1227; but it was granted during his lifetime to Henry III's brother, Richard (Plantagenet). The Manor seems to have been possessed by the Crown for some time thereafter and we read in Copinger that in 1385 it was granted by the Crown to Michael de la Pole, Earl of Suffolk. "Haughley was one of the Manors expressly named in the deed of 26th February, 1492, made between the King and Edmund de la Pole and restored to him".

In 1510 it was granted by the Crown to Sir John Heydon during the time of Edmund de la Pole, "then attainted". It later came back to the Suffolks and was exchanged with the Crown for other property in 1538; it was later granted to the Sullyards by Queen Mary for their staunch Catholicism. The property was bought from this family by William Crawford in 1811 and was sold on the death of his son to John Hayward (1868). Frederick Hayward followed. John Hewitt held his first General Court Baron on 8th November, 1872. In 1879, Charles Henry Capon was Lord. Joseph Beaumont purchased from M. S. Emerson in 1887.

On custom, Copinger writes: "The Manor is large and its Court was arbitrary and had much power. The Lord of this Manor formerly possessed a jurisdiction of Oyer and Terminer trying all causes in his own Court, of which instances are on record as late as 11th Elizabeth. At a Court held in 1475 the lands of John Buxton of Stow were seized, for that he had vexed one William Turner by the writ of our Lord the King, contrary to the ancient Custom of the Manor that no Tenant should prosecute any other Tenant in any other Court saving this".

The earliest Court Book (1668-72) in this very complete set, includes a Rental Roll and a list of Tenants which indicates the magnitude of the Manor at that time.

There are numerous diagrams and maps in these books which are in fine condition throughout, the later ones being very stoutly bound and fitted with clasps.

There was a large common in this Manor until it was eliminated under an Enclosure Act in 1854.

The Manorial documents (insured for £300, premium 15/- per annum) to be handed over are:

Court Books. 1668-72; 1672-89; 1690-1701; 1702-29; 1730-49; 1749-71; 1772-93; 1793-1813; 1814-25; 1826-35; 1836-53; 1853-68; 1868 to 1939.

Minute Books. 1743-56; 1757-65; 1765-1808; 1826-40; 1841-67; 1868.

Rent Roll. 1810.

LOT 22

MANOR OF STOWMARKET or ABBOTS HALL

The Manor of Stowmarket was granted by King Henry II to the Abbey of St. Osyth in Essex, which had its origin in a nunnery dedicated to St. Peter and St. Paul, erected by Osythe, daughter of King Frithwald but she was martyred by the Danes in "one of their bloody ravages" (Copinger, Vol. VI, p. 229).

Upon the dissolution of the Monastries, the Abbey and its lands were granted to Thomas Lord Cromwell and under King Edward to Lord Darcy.

"After several hearings before Edward III, in 1348, it was solemnly determined that the Abbot should enjoy the sole privilege of holding the fair and market with the Town itself which became the property of the Abbey. This was confirmed and enlarged by Henry IV in 1405 who granted the Manor of Stowhall in Stowmarket (or Abbots Hall) thence called from the residence of the chief of the monastery to the Abbey of St. Osyth." And in their hands it continued until the Dissolution of these Establishments in 1538, when it became the property of Thomas Darcy. The Manor passed in 1560 to John Howe, one of the wealthy clothiers of Stowmarket, and in 1610 to Richard Broke, who was High Sheriff in 1623.

The earliest record in the books being handed over is of a Court held by Robert Ganthill on the 5th October, 1647. Here the Manor is called "Abbots Hall in Stowmarket" but only a few Courts later it becomes "Stowmarket otherwise Abbots Hall." It was possessed later by Thomas Blackerly, Kt., Samuel and Nathaniel Blackerly and Edward Lynch (1718), William Wollaston (1765), The Reverend Frederick Wollaston, Christopher Hildyard (1802), John Marriott (1820), The Reverend Richard Danie, and John Frederick Robinson (1860). Joseph Beaumont acquired the Lordship from the last mentioned and held his first Court on 12th January, 1881.

The Custom of descent in this Manor was to the eldest son. At a General Court Baron held with the Court Lect and View of Frank Pledge on 30th May, 1786, the Inquest appointed Affeerors, Constables, Aletasters, Beadle and Pindar for the year ensuing. In 1820 it was presented by the Leet that the "Market Cross belonging to the Parish of Stowmarket has been some years and still continues to be shut up by Mr. James Hunt the proprietor of the Fairs and Markets from the Inhabitants of Stowmarket and the Public at large contrary to Ancient usage", and at the same Court "We also present that a nuisance originating in the Yard of the Queens Head Inn . . . running between the Houses in the occupation of James Bethel and Thomas Stevenson, and through the Butter Market and Market Place "and desire that the same may be removed."

On 13th March, 1832, the Inquisition of the Leet paid the customary one guinea fine to the Lady of the Manor and appointed Afferees, Constables, Aletasters and Examiners of Weights and Measures (one office) and Beadles. Presented by the Leet among other things at this Court was "a Public nuisance the Erection of Privies over the Common Sewer from the Market Place to the Vicarage Garden by various persons and desire that these several privies may be removed."

The Manorial records (insured for £200, premium 10/- per annum) to be handed over are:

Court Books. 1647-91; 1692-1727; 1728-69; 1728-85; 1786-87; 1770-94; 1799-1825; 1826-1928.

LOT 22A**COURT BOOK OF THE HUNDRED OF STOW**

This book bound in vellum with the words "Hundred of Stow" inscribed in gold letters, covers Courts for the period 1669-1702. Apart from the entries relating to the law suits dealt with at the Courts, there is a list of the annual rents paid to the Hundred. The highest in the list is that of Lady Rowley "the relict of Sir Edm. Rowley, Knt." who had to pay 11/10. Mary Grundy, Spinster, only had to pay 4d., but she also had to pay "more for her suit fine 6d."

Perusal of the enrolled Courts will no doubt reveal many interesting entries bearing upon the social and economic life of the inhabitants of the Hundred.

The following is an extract from Copinger's *Suffolk Manors*:—"The fee of this Hundred was in the Crown till John of Eltham, Earl of Cornwall, obtained a grant of the same from his brother, King Edward III; which he held at the period of his decease. It was afterwards given to Robert de Ufford, Earl of Suffolk, and settled on him by special tail for his services. He left it to his grandson William, who died seised of it in 1381, but having no male issue his estate passed to his three sisters and their heirs. In 1415 it was vested in Michael de la Pole, Earl of Suffolk who died at the siege of Harfleur that year, and left it to his brother and heir William, who died seised of it, and left it to his son and heir, John de la Pole and his heirs."

NORFOLK MANORSLOT 23**THE MANOR OF ASHWELTHORPE****THE MANOR OF WRENINGHAM**

in the Parishes of Ashwelthorpe, Wreningham, etc.

Ashwelthorpe lies $3\frac{1}{2}$ miles south-east of Wymondham. According to Kelly's *Directory for Norfolk* (1937) there is in the Church "a tomb with recumbent effigies to Sir Edmund de Thorpe Kt. and Joan his wife (c. 1446); he was envoy from Henry V to the Duke of Burgundy and was slain at the siege of Lover's Castle, in Normandy, but was buried here; in the north chapel are five stained windows with the arms of Thorpe, Bouchier, Knyvet and Wilson families, and a brass to Jane (Bouchier) daughter of John, 2nd Baron Berners, and a wife of Edmund Knyvet, Esq., of Ashwelthorpe, who died on February 17th, 1561; there are tablets to Knyvet Wilson, died 1796, and to Mary his wife, who died 1772, and some modern memorials to the Wilson family; the font given by Lady Knyvet about 1660 is octagonal, with carved shields bearing the arms of the Knyvet family."

According to Blomefield (*"History of Norfolk,"* Vol. V, p. 141) Ashwelthorpe was anciently called Thorp only and Ashwell was a hamlet on Thorp, but there being so many Thorps in the County about King Stephen's time, it began for distinction's sake to be called Ashwell Thorp: the name of Ashwell. (Note: It signified the well or spring by the ashes) does not once occur in the *Domesday Book*, though it seems to have been a well inhabited place."

To historians and antiquarians the interest in these Manors lies in the fact that the Court Rolls and other Manorial Documents throw more light on the Knyvet Family, which is the subject of "The Knyvet Letters", compiled by Dr. Bertram Schofield, of the British Museum, and published in 1949 by Contable & Co., Ltd., in collaboration with the Norwich Record Society. This book contains many letters written by Sir Thomas Knyvett to his wife while a prisoner of the Roundheads, for he was a staunch Royalist. They are regarded by literary experts as being equal to, if they do not surpass, the Paston Letters in their value as material for the economic history of those turbulent days.

The Manor was in the Knyvet family in 1660, when the Court Rolls to be handed over commence, and on failure of the male line it passed through Elizabeth, granddaughter of the writer of the letters, to the Wilson family: Robert Wilson held his last Court Baron in the Manor on 2nd November, 1831, while on the 26th September, 1862, the Court is that of the Right Hon. Robert Lord Berners. His last Court was held on the 3rd November, 1837, and the next was the General Customary Court of the Right Hon. and Reverend Henry Lord Berners held on the 16th May, 1838. On the 12th May, 1851, the Court was that of the Right Hon. Henry William Lord Berners, whose last Court was held on the 3rd November, 1871, and the next was that of the Hon. Grenville Cholmondley and Sir Frederick Thomas Fowke, Bart., as Trustees of his Will. The last Court of the Trustees was held in 1899 after which there were numerous "Out of Court" proceedings at the office at Norwich of Mr. W. E. Ripley, the Steward, the Trustees conveyed the Manor of Ashwelthorpe, Wreningham and Fundenhall with Hapton to George Frederick Beaumont on 7th February, 1919, and he held his first and only Court on 1st August, 1922, Ernest William Saunders being the Steward.

There are no customs of an unusual kind in these Manors. The Common Law rule of descent prevailed, i.e. primogeniture, and the Lord was entitled to a third of the value of Timber on Tenants' copyhold property.

Copies of the Knyvett Letters can be obtained from Mr. T. F. Barton, No. 16 Albemarle Road, Norwich, Hon. Sec. of the Norfolk Record Society.

The Manorial Documents (insured for £300, premium 15/- per annum) to be handed over are:
Court Books. Ashwelthorpe 1660-1712; Ashwelthorpe with Wreningham 1728-58, 1759-90, 1791-1824;
 Ashwelthorpe 1825-64, 1865-1924; Wreningham 1819-41, 1841-1930.

Rental for the Two Manors. 1716-42.

LOT 24

MANOR OF FUNDENHALL WITH HAPTON

in the Parishes of Fundenhall, Hapton, Thurston, etc.

Fundenhall is a village south of and adjoining Ashwelthorpe and, by the County of Norfolk Review Order, 1935, this civil Parish was transferred to the latter parish (Kelly's Directory for Norfolk, 1937). Hapton was formerly a separate civil parish, but by the same Order was transferred to the Parish of Tharston. It is stated in the Directory that Lord Berners was Lord of the Manor, but this is incorrect as it was conveyed to George Frederick Beaumont in 1919.

Blomefield writes of Fundenhall: "At the Confessors Survey it belonged to one of his Thanes named Burkart who owned the chief part, and was patron of the church which had then 24 acres of glebe; Aluric, a freeman of Hishop Stigand, had another part; and there was a berewic in Melonde, which belonged to it: Walter de Dol, Lord of Habetune or Hapton, became Lord there and made these two villages into one Manor: he had them both of Roger Bigot, who held them of Earl Hugh, except two parcels, which the said Roger kept belonging to his manor of Forncet, with which they always passed to this time."

"The Manor was very early in the Creke family, then came to Thomas Knyvet of Ashwelthorpe. There was anciently a manor of free tenement called Sundays which was joined to the other Manor early, and now continues with it.

According to the same authority "the Manor of Hapton was joined to that of Fundenhale at the Conquest, by Walter de Dol. . . . It was always held of the Norfolk family as of Forncet, at one quarter of a fee, and always attended the Manor of Ashwelthorpe. The Manor House is called Hapton Hall and was always the joiture-house of the Knyvett family. The style of the Manors now runs, Ashwelthorpe with Wreningham and Fundenhall with Hapton."

The first Court in the series of records to be handed over, held in 1629, shows the leader of the Homage as a Knyvett, and the Lord of the Manor, though it is not given in the heading to the enrolled proceedings, was no doubt a Knyvett. From this date the Lordship was in the Knyvett family and reference should be made to the notes on Ashwelthorpe and Wreningham under Lot 23 for its devolution. It finally came to G. F. Beaumont with Ashwelthorpe and Wreningham in 1919.

The Manorial Documents (insured for £300, premium 15/- per annum) to be handed over are :
Court Books. 1660-1712; 1713-43; 1743-71; 1771-1807; 1807-40; 1841-72; 1872-1925.

LOT 25

MANOR OF BRESSINGHAM PRIORY

in the Parish of Bressingham

According to Blomefield (Vol. I, p. 63) the Manors in this Parish were Brisingham, Boyland, Middletons, Filbies and the Priory. He writes of the Priory Manor that "It was taken out of the Great Manor in the beginning of the reign of Edward II, when Sir John de Verdon granted to the Prior of St. James the Apostle, of Old Bokenham, and the convent there, divers lands, tenements, rents and services of the fee of the said John in the town of Brisingham, all of which the King licensed the prior, the convent, and cansons there, to purchase of him, after which he confirmed them to that house, together with an acre of turf-land in the Fen, which Richard, son of Robert de Scinges, gave them".

"The value of this Manor in 1479 was 31s. 5d. ob in quit rents besides the demeans; the whole temporality of the Priory here was taxed at 26s. as appears by the taxation of the revenues of the religious (1425)".

"It continued in this house until its dissolution; from which time it remained in the Crown till 1557, when Philip and Mary, by their letters patent, granted it to Thomas Guybon of Lynn Regis, Esq., and William Mayne of London, Gent., to be held by fealty only in free socage, as of the Manor of East Greenwich in Kent. In a few years they sold it to Robert Francis Buxton of Tybberham, in Norfolk; and they, in 1560, to Edmund Hoare of Palgrave in Suffolk. He, in 1561, sold to Thomas Howard of Burston, who, in 1604, left it to Robert Howard of Burston, his son, who with his feoffee, Thomas Harvey, of London, conveyed it to Robert Howard of Tyham, his son and heir. Then Robert, August 24th, 1613, sold it to Thomas Howard of Burston, his brother, whose daughter and heiress married Mr. Dowe; she in her widowhood passed it to Mr. Bringloes. Mr. John Bringloes being the last male of that family that enjoyed it, whose daughter married Mr. Robert Onge, of Henninghall, the present Lord, who now (1736) hath the whole Manor and part of the demeans; the other part called Priors Lands, lying at Crosgate in Fersfield, and Brisingham, were held from the Manor by the Buxtons and are now divided into parcels, some being held by Mr. John Edwards of Winfarthing, and others by divers persons." By the second half of the last century this Manor had come into the hands of Henry Rushmere Upton, of the Hamlet of Eaton, in the City of Norwich who conveyed it on 22nd September, 1855, to Matthew Sallit Emerson, also of Norwich. The latter conveyed it in 1887 to Joseph Beaumont, of Great Coggeshall.

The customs in this and other Manors in the Parish were that the eldest son inherited on intestacy of the father; the tenants had liberty to pull down and waste their copyhold houses, to fell and cut down wood and timber on their copyholds without licence "to plant and cut down all manner of wood and timber against their own lands, by the names of freebord or outrun, and to dig clay and turf and cut furse and bushes, on all the commons". They were unusually free from the normal tiresome incidents of copyhold tenure.

There is only one Court Book covering the years 1839 to 1931 (insured for £50, premium 2/6 per annum), marked "D" on the spine, to be handed over. The Vendors have not been able to trace any earlier books or Court Rolls, but they are making inquiries as to the location of the other records and if any information is obtained it will be announced in the Auction Room.

LOT 26**MANOR OF MILLS ON THE MOOR**

TOGETHER WITH

GREAT FRANSHAM**in the Parishes of Great Fransham, Great Dunham, etc.**

Blomefield, in his history of the Antiquities of Norfolk writes very little about this Manor. He does not even mention the primary title Mills on the Moor, but refers to the Manor merely as Great Fransham. In Domesday Book it is spelt "Frاندesham", and it was one of the Manors allotted to Earl Warren. At an Inquisition in 1275, Sir William de Fransham was found to be Lord and to have the assize of bread and beer.

Apart from the ordinary General Customary Courts and Courts Baron there are enrolled in the Court Books of this Manor a number of Courts Leet. One of these is quoted in full below:

"A COURT LEET of our Sovereign Lord the King together with the GENERAL COURT BARON of the Right Honourable Ann Holles Earl of Essex Viscount Malden and Baron of Hadham Lord of this Manor there held in and for the said Manor on the thirteenth Day of December in the year of our Lord one thousand seven hundred and eighty seven.

Before William Yaringham Gentleman Steward there.

The Homage

JAMES HARROLD
and
EDWARD WELLINGHAM } Sworn

COULSEY SAMUEL
1st. Procl. free
premes.

{ IT IS PRESENTED by the Homage of this Court that SAMUEL COULSEY who held certain free premises of this Manor died since the last Court and because no Person came to pay the free Rents for the same the first Proclamation was made etc.

THE LEET JURORS

On the Part of Great Dunham
JOHN RIX SENIOR
and
JOHN RIX JUNIOR } Sworn.
On the Part of Great Fransham
CLEMENT OVERTON
EDWARD WELLINGHAM } Sworn.
JAMES HARROLD
CHRISTOPHER JARVIS
JOHN DAYNES
and
THOMAS CARMAN

THE JURORS aforesaid upon their Oaths Present as follows (that is to say) We find and present that the Price of a Quarter of seed wheat as it is sold according to market Price and payable from the Manor of Little Dunham to this Manor is of the value of Forty shillings.

WE nominate and appoint John Rix Senior and John Rix Junior Constables for the Town and Parish of Great Dunham for the year ensuing.

We nominate and appoint Christopher Jarvis and Edward Wellingham Constables for the Town and Parish of Great Fransham for the ensuing year."

END OF THE COURT

The price of wheat appears from other entries to have varied considerably from year to year. At Courts Leet held on 4th December, 1788, 1st February, 1789, 14th March 1791, 20th January, 1792, 2nd December, 1794, and 1st December, 1795, it appears that the values were 42/-, 52/-, 48/-, 44/-, 48/- and 60/- respectively.

In addition to the appointment of Constables, of which examples are given above, Pindars for the Towns and Parishes of Great and Little Fransham were appointed "for the year ensuing or until another shall be appointed in his stead".

The Manor passed from the Rt. Hon. Harriot, Dowager Countess of Essex, to Arthur Algenon Capel, Esq., who held his first Court of 30th January, 1822. He later became Earl of Essex and it was from him that John Hudson, who held his first Court in this Manor on the 8th November, 1851, acquired the Manor. It passed later to John Hewitt who held his Courts at the Crown Inn at Little Fransham and was purchased from M. S. Emerson by Joseph Beaumont in the year 1887.

The only Manorial Records in the Possession of the Vendors and included in the Sale are a bundle of Court Rolls covering the period 1670-1706 and a Court Book commencing 4th January, 1787, and ending in 1873. These are insured for £100 at an annual premium of 5/-.

It has been ascertained that there are other records in existence going back to 1335 which were apparently held by the Earl of Essex at Cassiobury Park, Watford, and are now deposited at the Central Library, Norwich. These include:—

Court Rolls. 1339-1583 with omissions.

Bailiff's Accounts. 1429-34.

Rentals. 1510-1614 with omissions.

Seven Survey Books.

Also deposited are Great and Little Fransham records as under:—

Court Rolls. 1501-4; 1644-5; 1780-85.

Rolls of Rents and Customs. 1384-5.

LOT 27

MANOR OF CIRCUM CUM WILCOCKS

ALIAS

FRANSHAM PARVA

in the Parish of Little Fransham

At the time of the Domesday Survey, Ralph de Tony held this Manor under King Harold. Later it came into the Le Strange and Beauchamp families. Richard Mevill, Earl of Warwick, was subsequently Lord but lost the Manor on his attainder. Henry VIII granted it to Sir Thomas Bullen (afterwards Earl of Wiltshire and father of Ann Bullen, better known as Anne Boleyn).

There were no Courts Leet entered in the Court Rolls of this Manor as the Parish of Little Fransham was dealt with at the Courts enrolled in the Records of the Manor of Great Fransham (see previous Lot).

There are many interesting entries in the Court Rolls and Books and a particularly interesting plan is enrolled with the Conveyance from Charles Metcalf to the Lynn and Dereham Railway Company on 7th February, 1872. This shows three adjoining strips of land stated to be parts of the Manors of Great Fransham, Mills on the Moor, and Circum with Willcox.

The Manorial Records (insured for £200, at a premium of 10/- per annum, to be handed to the purchaser, are:

Court Rolls. 1670-84; 1689-1705; 1679-1726.

Court Books. 1727-90; 1791-1852; 1853-78.

Other records (not the property of the Vendors) at the Central Library, Norwich include:—

Court Rolls. 1458-1508; 1577-8.

Bailiff's Account Rolls. 1334-1443 with omissions.

Mersoirs Accounts. 1383-1474 with omissions.

THE VENDORS ALSO HAVE
FOR SALE BY PRIVATE TREATY

THE FOLLOWING

MANORS

<i>Lot No.</i>	<i>Name of Manor.</i>	<i>Court Rolls and other Documents dating back to</i>
In the County of Essex :		
28	Great Holland	1545
29	North Weald Bassett	1307
30	Coggeshall Hall	1767
30A	Map of the Manor of Coggeshall Hall	
31	Great Tey	1571
31A	Great Tey Survey, dated 1660, and Contemporaneous Manor Map.	
32	Much Fordham and Fordham Frith	1614
33	Great Oakley	1625
In the County of Suffolk :		
34	Cotton Hempnalls with Skeith	1689
35	Earl Soham	1647
36	Laxfield	1745
37	Laxfield Rectory	1745
38	Mettingham Castle cum Bungay Soca	1659
39	Overbury Hall in Layham	1510
40	Netherbury Hall in Layham	1510
41	Romburgh	1662
42	Westleton Grange	1600
43	Wortham Hall	1603
44	Yaxlee Bulls with Blogates Hall (Yaxlee)	1648
In the County of Norfolk :		
45	Lopham	1700
46	Saham Tony	1639
47	Topcroft with Denton	1626
48	Beetley and Tofts	1598
49	Cursons in Stanfield	1570
50	North Elmham Nowers	1651
51	Gateley	1670
52	Heywood Hall (Diss)	1624
53	Stratton Hall	1725
54	Welhams and Reezes (Stratton)	1693
In the County of Cumberland :		
55	Aglionby	1759
In the County of Huntingdon :		
56	Broughton	1687

Full particulars of the above Manors may be obtained from the Auctioneers on forwarding the sum of 1/- per Manor.

APPENDIX I

GLOSSARY

OF

Words and Phrases found in these Particulars

Acknowledgment of Free Tenure. There were free as well as copyhold tenants, and the free tenants merely acknowledged that they held their properties freely of the Lord and paid a relief equivalent to their annual rent, instead of having to pay fines on deaths and transfers like copyhold tenants.

Admission. This was the formal ceremony at a Court Baron or Customary Court at which the Steward of the Manor, or the Lord in person, admitted the heir-at-law, or the devisee under a Will, or a surrenderee under a Surrender, to the property of which the deceased tenant, or the vendor, as the case might be, was seized at his death or at the date of the surrender respectively. As from 1841 admissions could be granted at out of Court proceedings.

Aletaster. He was an officer appointed at a Court Leet to look to the assize and goodness of ale.

Amercement. Derived from misericordia, this word is applied to the penalty suffered by tenants when they failed to attend the Lord's Courts. They were said, in the enrolled records of the Courts, to be "in mercy" and they had to pay a fine of 2d., 3d., 6d., or such other sums as it was the custom of the Manor that they should pay.

Bailiffs. They collected the Lord's rents and levied his fines and amerancements.

Borough-English. This was a custom of descent under which, on the death of the father intestate, the youngest son succeeded to the copyhold properties of which the father died seized instead of the eldest son, as under the Norman custom of primo-geniture. This custom prevailed in many Manors in Essex and Suffolk (Beaumonts in Lindsey, Lot 16). Two theories are advanced as to the origin of this custom: one was that as, at the father's death, the youngest son might be an infant and the elder sons already advanced in life and it was only fair that he should have the home and hearth to live there with his widowed mother. The other theory is connected with "droit de seigneur" or "jus primae noctis", the suggestion being that the youngest son was more likely to be legitimate than the eldest. (See also Merchet).

Compensation Agreement or Deed. These were the names given to the documents entered into voluntarily between Lords and Tenants after 31st December, 1925, which had the same effect as the old Enfranchisement Deeds. They were the Tenant's evidence that all manorial dues had been paid and that the properties were freehold and entirely clear of the old incidents of copyhold tenure.

Copyhold. As the name indicates, this tenure was the holding of a property by "copy of Court Roll", the entry in the Court Rolls of the admission of the new tenant "by the rod at the will of the Lord according to the custom of the Manor", etc. The copy of the Court Roll handed to the tenant by the Steward, was his only evidence of admission. A Steward's Copy Admission to Copyhold property was equivalent to a Conveyance of freehold property.

Courts :

(1) **Baron.** This was the Court which the freeholders of the Manor attended and business was confined to dealing with property matters.

(2) **Customary.** At this Court the copyholders attended.

(3) **Leet.** The full style of this Court was "The Court Leet with View of Frank Pledge" and, if appendant to a Manor, the heading would run on "and Court Baron". It was the duty of the Court to enquire into cases of treason, murder, etc., and deliver them to the King's justices at the next assizes or gaol delivery of the County. Certain offences were punishable at these Courts, such as neglect or refusal to execute certain public offices, nuisances, etc., while a custom to examine weights and measures, and to seize them if untrue or defective, would be good. (Scriven, "Law of Copyholds," 6th Edition, p. 331.)

Custumal. This is the name given to the list of the customs of the Manor compiled from time to time by the Steward. Some of them are enrolled in the Court Records as having been produced at a Customary Court and approved by the Homage (i.e., tenants present at the Court) as being a fair statement of the Customs. Sometimes the list was in a separate document, many of which have been lost or sent for salvage during the first and second World Wars.

Demesne Lands. Derived from the Latin "dominus", this term describes all the land, including Commons and wastes, which the Lord kept in hand for his own occupation, and for agricultural purposes and for sport.

Essoign. To make essoign was to justify the tenant's absence from the Court by reason of sickness or other sufficient cause, thus avoiding his being amerced.

Freebench or Dower. The widow usually took a third interest for her life as at Common Law, but it depended upon the custom in each particular Manor. In some Manors she received only a fourth part, in others she took the whole for her life.

Fines. These were either "arbitrary" or "certain". The former were based upon not more than two years' improved value of the land after deducting quit rents; the latter were certain such as 6s. 8d. for the admission to each house, or to every acre of land.

Hayward. His duty was "to look to the field and to impound cattle that do trespass herein; to inspect and see that no ground breaches to be made, and if any be, to present them at the Leet" (Jacob's Law Dictionary, 10th Edition).

Heriot. Said to be derived from "HERE", an army, and "GEAT" "provision". It appears to have been, originally, a tribute to the Lord of the horse and habiliments of the deceased tenant, in order that the military apparatus might continue to be used for the purposes of national defence by each succeeding tenant. It gradually became commuted for a money payment. In many Manors it was the custom for the best beast to be taken; in others, the only beast, if but one, or if the tenant had no beast a chattel, or a sum certain.

Merchet or Marchetum. The right of the Lord to inflict a fine on a tenant if his daughter married a man living out of the Manor, because the Lord lost her services at harvest and other times. It has been connected with "droit de seigneur", the tenant paying a fine in consideration of the Lord foregoing his rights on the marriage night. (Hutchinson's "History of Cumberland and Westmoreland," Glossary).

Perambulation. This is the name given to the old custom of beating the bounds of the Manor, conducted on the same lines as beating the bounds of a Parish. It was a valuable means of detecting and preventing encroachments by the Lord or tenants of adjoining Manors. The Steward sometimes recorded the perambulation in the Court Rolls as having taken place on the same day as a Court was held, or he recorded it in a separate document which he kept with the other Manorial records.

APPENDIX II

STATUTORY RULES AND ORDERS, 1925, No. 1310/L. 49

The Manorial Documents Rules, 1926, dated 23rd December, 1925, made by the Master of the Rolls under Section 144A (7) of The Law of Property Act, 1922 (12 & 13 Geo. 5, c. 16).

In pursuance of the powers conferred on me by sub-section (7) of Section 144A of The Law of Property Act, 1922, I hereby make the following rules :

1. These Rules may be cited as the Manorial Documents Rules, 1926.
2. In these Rules unless the context otherwise requires—"Governing body" means the governing body of any public library, or museum or historical or antiquarian society. "Lord of the Manor" means the lord for the time being of the manor, or any person entitled to manorial documents. "Manorial documents" mean Court rolls, surveys, maps, terriers, documents and books of every description relating to the boundaries, franchises, wastes, customs, or courts of a manor, whether in being on 1st January, 1926, or obsolete, but do not include the deeds or other instruments required for evidencing the title to a manor.

The Interpretation Act, 1889, V, c. 63, applies to these Rules.

Manorial documents in the possession or under the control of the Lord of the Manor.

3. The Lord of the manor shall cause all manorial documents in his possession or under his control when not in use to be kept in receptacles suitable for their safe and proper preservation, approved by or on behalf of the Master of the Rolls.
4. The lord of the manor shall report to the Deputy-Keeper of the Public Records whether any such documents are damaged or decayed, so that the Deputy-Keeper may give direction for their renovation or repair, and the lord of the manor shall so far as he is able carry out such directions.
5. Whenever a change occurs in the ownership of manorial documents that change must be notified to the Deputy-Keeper of the Public Records.

Manorial documents transferred to the custody of the governing body of a public library, or museum or historical or antiquarian society.

6. Whenever manorial documents are transferred to the governing body, they shall cause to be prepared an inventory thereof in the form set out in the schedule hereto, giving the name of the manor to which they relate and of the person from whom they were transferred, a list of such documents and the number and dates thereof, and shall forward a copy thereof, together with a report on the conditions of the documents to the Deputy-Keeper of the Public Records.
7. The governing body shall cause all manorial documents not in use to be kept in receptacles suitable for their safe and proper preservation, and shall comply with such directions in relation thereto as the Master of the Rolls shall from time to time give.
8. Except with the consent of the Master of the Rolls the governing body shall not permit any manorial document to pass out of their custody.
9. Whenever requested by the lord of the manor or the Master of the Rolls the governing body shall produce manorial documents to him or in accordance with his directions.
10. During reasonable hours the governing body shall give inspection of Court rolls to any person interested in land enfranchised by the Law of Property Act, 1922, or under the Copyhold Act, 1841, c. 35, or the Copyhold Act, 1894, c. 46, on payment of the fees authorised by those Acts.
11. Except with the consent of the Lord of the manor or the Master of the Rolls the governing body shall not permit or suffer any person other than those referred to in Rules 9 and 10 to inspect or make copies of any manorial documents.
12. The governing body shall not allow manorial documents to be inspected or copied except under the supervision of some responsible person.

(sgd.) ERNEST M. POLLOCK, M.R.

SCHEDULE

COUNTY

PARISH

MANOR

Inventory of manorial documents relating to the above manor.

Received from

and deposited by direction

of the Master of the Rolls at

Signature of librarian or custodian

Date

Nature of document.	Remarks on condition, etc.	Dates.

CONDITIONS OF SALE

1. Lots 1 to 27 and 28 to 56 (except Nos. followed by the letter A) are sold subject to the following Conditions and to the National Conditions of Sale (16th Edition) which shall be deemed to be incorporated herein so far as they are not inconsistent with the Conditions following excepting Condition 13 thereof which shall not have effect. A print of the National Conditions can be seen at the offices of the Vendors' Solicitors and in the Sale Room at the time of the Sale.

2. The deposit on all Lots except those followed by the letter "A" shall be 20% of the purchase money and shall be paid, on the signing of the Contract, to the Auctioneers as Agents for the Vendors.

3. The date for the completion of the purchases shall be as to Lots 1-14 not later than 24th November, 1954, and as to Lots 15-27 not later than 8th December, 1954. Completion shall take place at the Offices of the Vendors' Solicitors, Messrs. Beaumont and Sansom of Coggeshall, Essex. The Purchaser of each Lot shall on the completion of the purchase take delivery of the manorial documents other than Maps, etc., referred to in Condition No. 19, specified in the Particulars of Sale, at the Offices in Coggeshall of the Vendors' Solicitors or at 53 Chancery Lane, W.C.2 or wherever they may be at that date.

4. The Title to Lots 1 to 28, 30 and 31, 34 to 42, 45 to 47 and 55 and 56 shall commence with the Will of George Frederick Beaumont who died on the 1st June, 1928. The Title to the remaining Lots (except those with the letter "A" following the Lot Nos.) shall commence with Conveyances on Sale as follows:—Lot 29—22nd February, 1898; Lot 32—22nd January, 1894; Lot 33—8th April, 1909; Lot 43—12th October, 1907; Lots 44 and 52—8th August, 1907; Lots 48 to 51—24th January, 1913; and Lots 53 and 54—21st October, 1910.

5. The Vendors sell as Trustees for Sale under the Will of the said George Frederick Beaumont.

6. Condition 21 of the said National Conditions of Sale shall apply not only to the documents of Title relating to the Lots comprising Lordships of Manors but also to any of the Records which it is stated in the Particulars will be handed over on completion.

7. There will be a reserve price for each Lot and the Vendors reserve the right to sell any Lot prior to the date fixed for the auction.

8. Copies of the documents (Grants of Easements, etc.) referred to in Lots 1 (Layer Breton) and 19 (Cockfield Hall) in the Particulars can be inspected at the Offices of the Vendors' Solicitors and Purchasers, whether or not they actually inspect the same, shall be deemed to purchase with full knowledge of the terms and conditions thereof.

9. All Requisition Notices and all other Orders or Requirements, which have been or may be served by Government Departments, Agricultural Executive Committees, Local Authorities or other bodies, affecting the Lots shall be complied with by the Purchasers, whether or not such Notices, Orders or Requirements are mentioned in the Particulars of Sale, and the Purchasers shall keep the Vendors indemnified against the same.

10. Such Commons and Wastes as belong to the Vendors (unless expressly excepted from the Sale) are sold subject to any rights of way or other easements which may exist thereover, either as a result of a legal grant of an easement, or of a licence, or merely as a result of verbal consent given by the Vendors or either of them or by any former Lord or Lords or by any Steward of the Manor. To the best of the knowledge of the Vendors and their Solicitors particulars of any easements, licences or consents affecting any Lots have been given in the Particulars of Sale, but the Purchasers shall take them subject to any liabilities that may exist, whether mentioned in the Particulars of Sale or not.

11. The Rent Charges included in Lot 4 (Crepping Hall), Lot 9 (Martells Hall in Ardleigh) and Lot 30 (Coggeshall Hall) have been collected up to the dates mentioned in the Particulars of Sale as the dates on which they last became due, and any necessary apportionment thereof between the Vendors and Purchasers shall be made on completion. The Vendors shall not be required to identify the land out of which the said rent charges issue or to answer any requisition.

12. The Manorial Records (including Maps), which it is stated in the Particulars will be handed over, have been insured by the Vendors for the amounts mentioned in the Particulars of each Lot. The Purchaser of each Lot shall pay to the Vendors on completion a proportion of the premium paid for the current year as from the date of the sale.

13. The various Lots are sold subject to and with the benefit of all wayleave agreements whether mentioned in the Particulars of Sale or not which may be in existence at the date of the sale.

14. Prints of a form of conveyance which it is considered will adequately convey to the Purchasers all the rights now attaching to the Lordship of the Manors offered for sale can be inspected at the Offices of the Vendors' Solicitors and can be obtained from them upon payment of 1/- per print. Forms of appointment of a Steward of Manors can also be obtained from the same Offices free of charge.

15. Each Lot is sold subject to any enactments, regulations, schemes, resolutions or orders, whether statutory or otherwise, relating to Town and Country Planning and to any requirements, orders or notices made or given by any competent authority which may affect the same and no requisition or objection shall be made or taken in respect of any such matters.

16. In certain conveyances forming part of the title to the Manors offered for sale the description thereof is "Manors or Reputed Manors or Lordships of Manors". In a Treatise on the Law of Copyholds by John Scriven (6th Ed. p.3.) it is stated that "A Manor which is so by reputation only, and which is therefore called a reputed manor, is a legal manor for numerous purposes hereinafter described". No requisition shall be raised in respect of such description.

17. The Remarks and Stipulations included with the Particulars of Sale shall be deemed to form part of the Conditions of Sale so far as they are not inconsistent with these Conditions.

18. In cases where the Purchaser of any Lot comprising a Manor does not also purchase the Map relating thereto the Purchaser of the Map will be required to sign and hand to the Vendors an acknowledgement of the right of the Vendors or their successors in title owners or owner for the time being of the said Manor to production of the said Map and an undertaking for the safe custody thereof. Any person requiring such production shall pay the reasonable costs of the person producing it.

19. As to Lots sold under Nos. followed by the letter A which comprise items of a chattel nature :—

- (1) The highest bidder to be the buyer and if any dispute arises the Auctioneer shall have absolute discretion to settle it and to put any disputed Lot up again if they think fit. The Vendors reserve the right to offer these Lots subject to a reserve price and for the Auctioneers, as their Agent, to bid on their behalf up to the reserve price.
- (2) The full purchase money for each Lot to be paid at the fall of the hammer. The declaration of the Purchaser shall be deemed a full and sufficient acceptance, and shall bar all further question of delivery, and the Lot shall be and remain in every respect at the absolute risk of the respective Purchaser or Purchasers thereof, and shall be removed from the place of sale or storage at the Purchasers' expense immediately after the sale, or on such days as the Auctioneers shall allow, and taken with all faults and errors of description, whether as to quantity, quality, material, or howsoever otherwise and in such condition, and with all faults and imperfections (if any) as at the time of sale.
- (3) No Lot or Lots shall be removed from the premises on which the sale is held till paid for, without the consent of the Auctioneers, and purchasers will be liable for any wilful or negligent damage done by themselves or their servants to the premises or otherwise nor shall any person be allowed to retract his or her bidding, but give his or her name and address if required.
- (4) It is hereby expressly stipulated that all sales be Cash transactions at the fall of the hammer; and notwithstanding a bill statement may be delivered to the Purchaser at the end of the sale for the convenience of such Purchaser, no stamped receipt shall be required by such Purchaser, except at his or her expense. No Lots transferable.
- (5) If any Purchaser shall fail to comply with the above Conditions or any of them, the Auctioneers shall be at liberty either to recover in full the amount of the Lot or Lots bought by such Purchaser, without reference to any delivery or acceptance of the Lot or Lots other than the first delivery by the fall of the hammer, and the declaration of acceptance as before stipulated, or to re-sell any Lot or Lots bought by such Purchasers, either by public or private sale; and the full amount of the purchase-money at the present sale, or the deficiency (if any) arising from such second sale, be made good by the defaulter at the present sale, and be recoverable as and for liquidated damages.

N.B.—No cheques will be accepted in payment without satisfactory reference.



CULLINGFORD AND CO., LTD., PRINTERS, STOCKWELL WORKS, COLCHESTER

COPYRIGHT RESERVED

INDEX TO FAMILY NAMES

appearing in the Particulars

	page		page		page		page
ABBOTT	20	Cromwell	24, 34	Howard	10, 14, 24, 29, 37	Rheims	page 28
Abell	17	Cross	12	Hudson	39	Rice	24
Abergavenny	9	Crump	27	Hunt	34	Richardson	24, 26, 27
Adams	9	Cuddon	31, 32	Hurlock	21	Ripley	36
Allen	31	Cutts	27	JACKSON	19	Rix	38
Appleton	31	DANIE	34	Jakis	31	Robinson	31, 34
Arras	28	Daniell	20	Jarvis	38	Round	10, 20
Ashburton	13, 20	Darcy	34	Jennings	25	Rouse	28
Ashe	26	Day	18	Jobson	15	Rowe	26
Atkinson	21	Daynes	38	KENDALL	25	Rowley	35
Aubrey	3	Dedham	21	Kent	17	Ruffell	32
Audley	24	Denzil	20	Keys	24	SACH	23
Aylmer	28	Dixon	26	King	19	Sampson	29
BACON	14	Dol	36	Kinsbury	16	Sands	27
Barber	13	Dorewood	13, 20	Kinnard	19	Saunders	15, 19, 26
Baring	13, 20	Dowe	37	Kirby	24, 33	Savill	26
Barnard	16	Drury	31	Knyvett	35, 36, 37	Schofield	36
Barton	36	Du Cane	24	LANGVALEI	13	Scinges	37
Bazlehole	21	EADE	12, 13	Lec	31	Seales	22
Beard	11	Edwards	37	Lestrange	39	Seckford	21
Beauchamp	17, 39	Eltham	35	Lewis	26	Sewell	27
Bedingfield	26	Emerson	33, 37, 39	Lindsey-Smith	15	Sexton	16
Bellefonte	29	Emmison	11	Linel	13	Sidey	19
Benham	16	Everard	26	Little	19	Simpson	5
Bentley	21	FAIRWEATHER	13	Lucas	17, 18	Skynner	16
Beriff	12	Farrow	14	Luckin	20, 27	Smith	10, 13, 24, 26, 29, 31
Berners	36	Fisher	11, 28	Lynch	34	Smyth	14, 24
Bethel	34	FitzGilbert	14	MAGNAVILLE	19	Smythics	16, 21
Bigot	36	FitzRalph	26	Mandut	26	Somerset	32
Bishop	13	FitzStephen	15	Manning	26, 27, 31	Sparke	29
Blackerly	34	Fowke	36	Mannock	13, 20	Sparling	16
Blamster	25	Francis	9	Marriott	24	Sparrow	29
Blaxland	19	GANSEL	15, 16, 17	Marshall	10	Spurden	19
Boggis	16	Ganthill	34	Martell	19, 20	Spring	31, 32
Boleyn	39	Garrod	10	Martin	30, 31	Spryng	31
Bourchier	35	Gate	22	Mason	30	Stedman	30
Bowes	13	Gepp	14	Maynard	26	Stevenson	34
Boyle	19	Gernon	10	Mayne	37	Sullyard	33
Brand	14, 20	Gibson	26	Mead	25	Surridge	23
Brewse	28	Goldington	18	Meade	26	Sutton	10
Bridge	19	Gooch	12	Meakins	20	Symonds	26
Broke	34	Goodall	28	Medewold	30, 31	TABOR	5
Brome	15	Goody	21	Metcalf	39	Tayleur	26
Broughton	29	Green	19	Methwolds	30, 31	Taylor	27
Buchanan	21	Gresley	13	Mills	14, 19	Thomson	21
Buckingham	17	Grey	15, 17, 18, 25	Monk	24	Thorpe	35
Bullen	39	Griggs	22	Montfort	33	Thurston	15
Bunbury	31	Grimston	13, 26	Moore	30, 31, 32	Tiffin	10
Burch	33	Grimwade	16	Mortimer	20	Tindal	19
Burgh	13	Gripper	9	NEVILL	9, 17	Tonge	22
Butcher	30	Grundy	35	Newman	20	Tonstall	15
Butler	27	Guildford	13	Newport	26	Topping	31
Buxton	33, 37	Guisnes	23	Nocton	13	Tottman	26
CAGE	29	Gunary	18	North	26	Townsend	28
Caley	31	Gunter	26	Nunn	19	Townshend	11, 12
Cane	24	Gurney	17	OLIVER	26	Turner	13, 14, 33
Capel	19, 39	Guybon	37	Onge	37	UFFORD	35
Capon	28, 33	Gwyn	26, 27	Onslow	13	Upton	37
Carden	15	HANBURY	19	Orbell	27	VERDON	37
Cardinall	13, 30, 31	Hanmer	29, 31	Osborne	10	Vere	10, 11, 14, 32
Carman	38	Hanson	13	Overton	38	Verulam	13
Carrington	24	Hardwicke	18	Owen	19	WALDRON	30
Chapman	23	Harlamanden	13	Oxford	12, 14, 32	Walker	24
Chamberlaine	26	Harrold	38	PARSONS	29	Waller	11
Charsley	31, 32	Harvey	14, 37	Pattison	5, 30	Walton	10
Cholmondley	36	Hastings	17	Payne	12	Warner	29, 31
Clare	14	Havens	15	Pechell	22	Warren	38
Claydon	24	Haye	15	Pedley	24	Watson	26
Cleve	11	Hayward	29, 33	Pikenham	25	Webb	20
Cloepepper	17	Hentworth	19	Piperell	9	Wellingham	28
Collett	26	Heton	30	Pitch	26	Western	22, 23
Cook	15	Hewitt	33, 39	Pitt	15	Whetcomb	24
Cooker	20	Hildyard	34	Pole	33, 35	Wilson	35
Cornelison	24	Hill	19	Pomeroy	26	Wingfield	17, 21
Cornwallis	26	Hills	5	Porter	23	Wiseman	22
Corsellis	11	Hines	15	Powell	10	Wollaston	34
Coulsey	38	Hingeston	28	QUICKLY	12	Wright	13, 30, 31
Cowper	18	Hoare	37	RAINES	28	YARINGHAM	38
Crawford	33	Holles	38	Rebow	9, 12, 15	Yorke	18
Creffield	20	Howe	34	Renwick	9		
Creke	36						
Crepping	14						
Cressy	14						
Crickett	14						

NOTE:—Owing to the frequency of particles “de”, “de la” etc., in records of the nature and antiquity of those referred to in the Particulars all such particles have been entirely omitted in the Index unless forming an integral part of the name: e.g. de la Pole will be found under “Pole”, de Montfort under “Montfort” etc.

