



The design on the Front Cover is taken from the first page of the Spalding Survey of 1710, made when the Manor was owned by the Duchess of Monmouth and Buccleugh. For convenience of reading it is transcribed as under :

<p>“LINCOLNSHIRE Manerium de Spalding cum juribus membris et Apptentis</p>	<p>A SURVEY OF HER GRACE ANNA Dutches of Buccleuchs Mannor of Spalding with the Rights members and Appurtenances lyeing and being in the South part of the County of Lincoln which was formerly the estate of the late KING CHARLES the second over ENGLAND of blessed memory and late part of the Joynture of KATHERINE late Queen Dowager Taken by Maurice Johnson Gent her Graces Steward in the Yeare of our Lord God</p>
--	---

1710

<p>THE QUIT RENT due to the Lady of the aforesaid Mannor of Spalding from the Freeholders of the Township of Spalding and Cowbit holding of the said Mannor in free soccage tenure according to the Custom thereof and payable at Michas (Michaelmas) onely are per annum.....</p>	<p>1    s    d xxiii   iv   iii ob</p>
--	--

<p>THE like Rents due to the Lady of the said Mannor from the Freeholders of the Township of Pinchbeck payable as before are p annum.....</p>	<p>xx    x    vi</p>
---	----------------------

<p>The like Rents to the Lady aforesaid from the Freeholders of the Township of Weston payable as before are per annum.....</p>	<p>x    v    ix ob</p>
---	------------------------

<p>THE like Rents due to the Lady aforesaid from the Freeholders of the Township of Moulton payable as before are per annum .....</p>	<p>xii   xi   ix ob”</p>
---	--------------------------

---

It will be noted that the Manor is described as “Spalding with its rights, members and appurtenances.” The name of the Manor appearing in the Court Rolls for that period is in fact Spalding Crowland (Lot 16—The Manor of Spalding Crowland—page 38). It happens there is also a Manor of Crowland (alias Croyland) which is separately owned and not included in this Sale. It is thought that “Crowland” was added to Spalding because it was at one time part of the vast estates belonging to the Abbot of Crowland.

**FOURTH AUCTION OF**

**Lordships of Manors**

in the Counties of

**Essex, Suffolk, Norfolk and Lincolnshire**

Including

**Commons and Waste Lands**

Together with

**Valuable Manorial Court Rolls, Maps, etc.**

in

**18 LOTS**

To be SOLD by AUCTION in

**The Moot Hall, Town Hall, High Street, Colchester, Essex**

**On Wednesday, 1st December, 1965**

**At 2.30 p.m.**

---

*Auctioneers :*

C. M. STANFORD & SON

23 High Street

COLCHESTER

Telephone: 73165/6/7 and 4332

---

**PRICE 10/-**

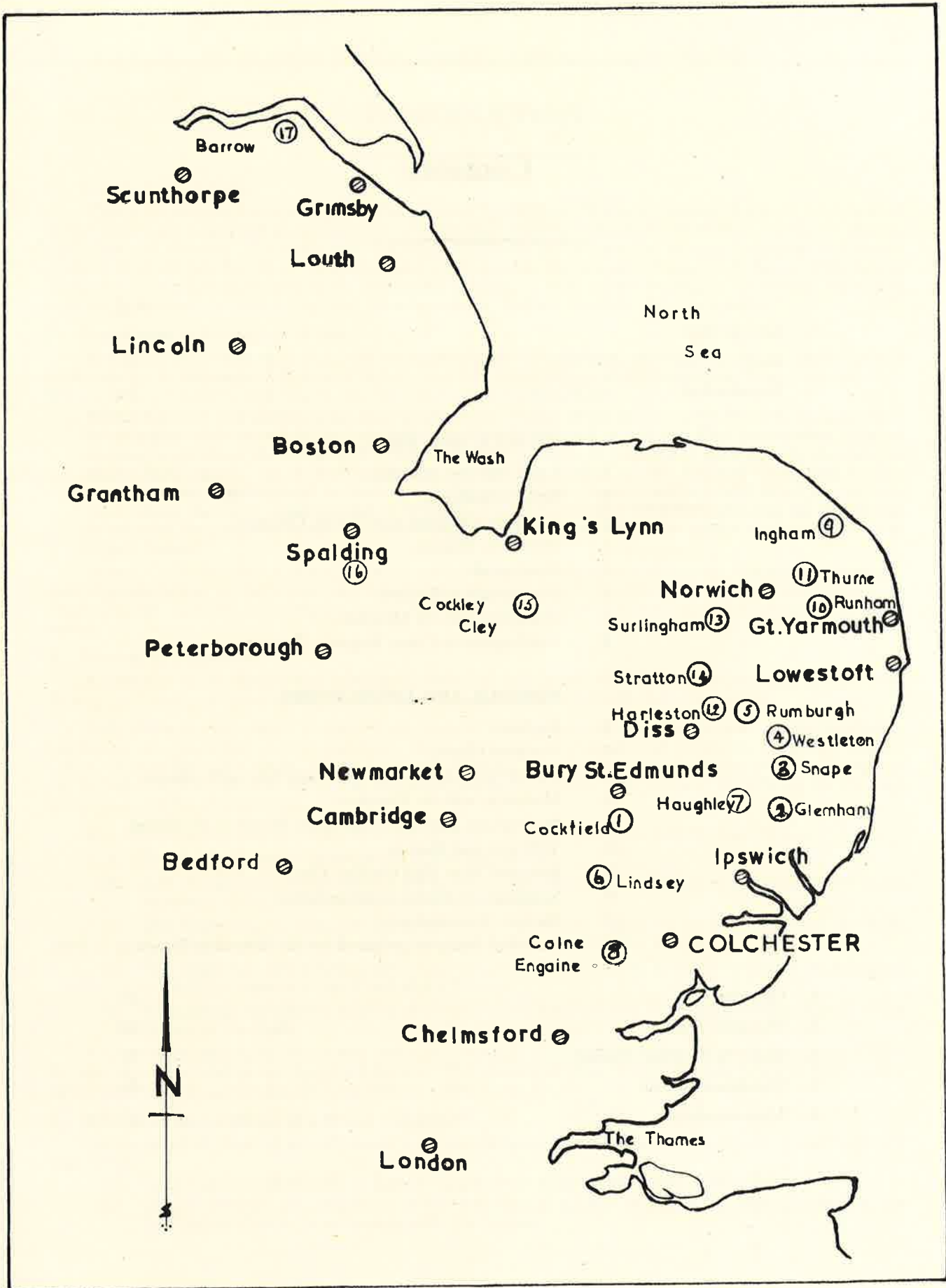
---

## Key to Map

---

- No. 1 Earls Hall in Cockfield.
  - No. 2 Great Glemham.
  - No. 3 Sweffling Campsey cum Snape Campsey.
  - No. 4 Westleton Grange.
  - No. 5 Romburgh.
  - No. 6 Beaumonds in Lindsey.
  - No. 7 Haughley with its Members.
  - No. 8 Goldingtons in the Parish of Colne Engaine.
  - No. 9 Ingham.
  - No. 10 Runham Cleres.
  - No. 11 Thirne with Ashby and Oby, ~~and Oby with Thirne.~~
  - No. 12 Harleston with its Members.
  - No. 13 Surlingham Earlhams cum Little Breech in Rockland.
  - No. 14 Welhams and Reezes.
  - No. 15 East and West Hall Cockley Cley.
  - No. 16 Spalding Crowland.
  - No. 17 Barrow.
- 

The Plan opposite is intended to show the whereabouts of the individual Manors  
and is not drawn to any scale.



## Contents

---

	<i>Page</i>
1. Key to Map .. .. .	2
2. Map .. .. .	3
3. Introduction .. .. .	5

### SUFFOLK AND ESSEX

1. Earls Hall in Cockfield.
2. Great Glemham.
3. Sweffling Campsey cum Snape Campsey.
4. Westleton Grange.
5. Romburgh.
6. Beaumonds in Lindsey.
7. Haughley with its Members.
8. Goldingtons in Colne Engaine (Essex).

### NORFOLK AND LINCOLNSHIRE

9. Ingham.
10. Runham Cleres.
11. Thirne with Ashby and Oby, ~~and Oby with Thirne.~~
12. Harleston with its Members.
13. Surlingham Earlhams cum Little Breech in Rockland.
14. Welhams and Reezes.
15. East and West Hall Cockley Cley.
16. Spalding Crowland (Lincolnshire).
17. Barrow (Lincolnshire).
18. Armorial Pedigree prepared for Sir Robert de Naunton in 1630.

4. Glossary .. .. .	44
5. Manorial Rules .. .. .	48
6. Index to Personal Names .. .. .	51
7. Conditions of Sale .. .. .	54
8. Memorandum .. .. .	55

## INTRODUCTION

### 1. Fourth Auction Sale.

This is the Fourth Auction Sale of a Collection of Lordships of Manors in which Messrs. C. M. Stanford & Son have been concerned as Auctioneers. The previous Sales were in 1954—27 Manors, 1955—29 Manors and 1964—10 Manors. The latter sales consisted principally of Lordships of Manors belonging to Trustees of the Will of the late Mr. G. F. Beaumont and of Mr. John L. Beaumont of Coggeshall, Essex. This Sale of 17 Manors comprises three only of the Beaumont Collection with others belonging to several individual vendors or trustees, extending into four counties—Essex, Suffolk, Norfolk and Lincolnshire.

### 2. Preparation of Particulars of Sale.

Messrs. C. M. Stanford & Son wish to acknowledge the assistance provided by Mr. J. L. Beaumont, Ll.B., Mr. G. S. Clements, A.R.C.S., F.R.I.C., and Mr. Peter Davey, all of Coggeshall, Essex, also Mr. A. J. Brown, B.Sc., F.R.G.S., and Mr. E. W. Sage, both of Kelvedon, Essex.

**Whilst due care and attention has been given to the reading of the old Manorial Records and any other investigation and research in the preparation of these Particulars of Sale and other information, persons deciding to purchase the Lordship of a Manor shall accept them as prepared in good faith by the vendors and/or their agents. As is provided in the Seventeenth Edition of the National Conditions of Sale “. . . no error, misstatement or omission in the particulars . . . or conditions will annul the sale nor (save where the error, misstatement or omission relates to a matter materially affecting the description or value of the property) shall any compensation be allowed by either the vendor or the purchaser in respect thereof”.**

Messrs. C. M. Stanford & Son also wish to acknowledge the assistance and courtesy extended to them and their representatives by Archivists and Librarians. Purchasers are recommended to place their records on “loan deposit” with the appropriate County Archivist; they can be recovered at any time after reasonable notice.

### 3. Viewing of Documents.

A selection of the documents relating to each Lot will be on view during the morning of sale from 10 a.m. to 1 p.m., or prior to the Auction day by appointment through the Auctioneers.

Only those records stated in these Particulars of Sale as passing with the Manor will be handed to purchasers on completion of their purchase. Records deposited at the British Museum, the Public Record Office, County Record Offices, Public Libraries, or other repositories or in the hands of individuals are not included in the Sale, but under the Manorial Documents Rules 1959 Lords of the Manor for the time being have a right of inspection.

The Manorial Documents Rules 1959 (as amended in 1963) also deals with such matters as :

- (a) The safe and proper preservation of the documents.
- (b) Any change in the ownership of the manorial documents to be notified by the new owner to the Secretary of the Historical Manuscripts Commission.
- (c) The depositing of Manorial Documents in a repository approved by the Master of the Rolls such documents to remain under the control of the Lord of the Manor.
- (d) The inspection and taking copies of the manorial documents to be made available for historical research by consent of the Lord of the Manor.
- (e) No manorial documents may be removed outside England and Wales without the consent of the Master of the Rolls.

A copy of the Manorial Documents Rules 1959 may be obtained from Her Majesty's Stationery Office 6d. nett and is printed in the Appendix hereto. The making of these Rules, the first being in 1925, was a direct result of the case of *Beaumont v. Jeffrey* (1925, I. ch. 1).

### 4. What does the Lordships of a Manor comprise?

For anyone who does not actually know what he will be getting if he purchases a Manor it may be stated that he will

- (i) Be entitled to call himself or herself “Lord of the Manor” or “Lady of the Manor”.
- (ii) Obtain delivery on completion of his purchase of all the Manorial Records specified in the Particulars of each lot as passing with the Manor.

- (iii) Be entitled in his capacity of Lord of the Manor to inspect any Manorial Records which may for some reason or other not be in the possession of the present Lords: and this whether they are in the hands of a Record Office, Library or some individual.
- (iv) Own such commons, greens and wastes as may still form part of the Manor.
- (v) Be entitled to sport over such commons, greens and wastes, cut and move turf therefrom, cut timber growing thereon, let the grazing and Sporting Rights thereover, etc. (all these subject to such rights of commoners or of owners of properties formerly held by the Manor as may still be subsisting).
- (vi) Be entitled to any income payable by the appropriate authorities for wayleaves in respect of telegraph, telephone and electricity poles, kiosks, etc., erected thereon under agreements in force at the date of completion or under similar agreements that may be negotiated with the Authorities by the new owners at a later date.
- (vii) Be entitled to claim wayleave rentals with the same authorities in cases where it can be shown that structures have been erected on parts of the wastes, commons and greens of the Manor without agreements having already been entered into.
- (viii) Be entitled to work and carry away minerals and mineral substances in or under such commons, greens, or wastes as may still form part of the Manor subject to the rights of commoners and others.
- (ix) Be the owner of any minerals, etc., in or under any land formerly Copyhold of the Manor in which the Lord's rights have not been extinguished and of the sporting rights thereover.
- (x) Be the owner of any foreshores (sea or riparian), Tolls, Markets, or other franchises as may still be part of the Manor.

#### 5. **The Commons Registration Act, 1965.**

By a happy chance this Auction takes place in 1965 which is the centenary of the formation of the Commons Preservation Society by the late Lord Eversley. Had it not been for his strenuous efforts during a long period and for the support of other well-known devoted Members of the Society it could not have happened that this centenary year has seen the passing of the Commons Registration Act, 1965—"an Act to provide for the registration of common land and of town or village greens; to amend the law as to pre-emptive claims to rights of common; and for purposes connected therewith".

The importance of this Act is that it is the first step towards legislation being passed to lead to the better use of commons, village greens and waste land, for it is essential that before the Authorities can deal with Lords of Manors or other owners of common land it should be known to whom such land belongs.

A copy of The Commons Registration Act, 1965 can be obtained from Her Majesty's Stationery Office price 1s. 6d. nett.

#### 6. **The Previous Auction Sales.**

The first two Auction Sales in 1954 and 1955 stimulated local, national and worldwide interest in the history, records of social life many dating back to Mediaeval times, genealogical interest, etc., brought to light in the investigations of the valuable old manorial records that belong to these Lordships of Manors as well as the interesting surviving rights.

The average price realised for the 56 Manors offered in the 1954 and 1955 sales was about £360 whereas in 1964 the 10 Lordships of Manors that were offered averaged £1,025.

#### 7. **Outgoings.**

No tithe redemption annuities, land tax or rates are payable on manorial lands; income tax under the appropriate schedule would be payable in respect of any income from wayleave rentals, lettings and grazing or other rights, etc., in the same way as any other income is taxable.

#### 8. **Commissions to Bid 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 Auctioneer's requirements as to the payment of the deposit or the whole of the purchase money as the case may be. The Auctioneers will use their best endeavours to carry out the instructions of prospective purchasers but will not accept any responsibility for any loss owing to oversight or negligence. For further details apply to the Auctioneers.



# Suffolk

## LOT 1

### THE MANOR OF EARLS HALL

#### In the Parish of Cockfield

The 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. 76), "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 Carta. 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 from fatigue in the English army before the walls of Rheims", (1360).

The 12th Earl, a staunch Lancastrian, suffered the misfortune of many of his party on the accession of Edward IV. He, with others, "were brought before the Erle of Worscetre, and juged by lawe padowe that thei schuld be hade to the Toure Hylle, where was made a scaffolde of viij fote hyzt, and ther was there hedes smyten of, that alle menne myght see; whereof the most peple were sory". Later we read that "the Erle of Worscetre was juged by such lawes as he dyde to other menne", and was likewise beheaded (Copinger, vol. I, p. 79).

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 "Sire William Spring" (1747), and at the opening of the earlier of the two Court Books in 1747, John Moore was Lord of the Manor. He was succeeded in 1754 by Henry Moore, who held the Lordship until 1770; he was followed by Richard Moore, who appears to have been Lord until 1826. Edward Wenman Martin held the first of his five Courts in 1828, and the last in 1838. One Court of John Wright is enrolled in 1838, and in 1839 James Cuddon held his first Court, continuing in the Lordship until about 1853, when Clarissa Peach Manning, Elizabeth Adelaide Manning, and Louisa Manning, spinsters, became jointly Ladies of the Manor. Later the Manor passed to F. Charsley, from whose trustees George Frederick Beaumont purchased it on 11th April, 1899. Courts were held during his lordship in 1907 and 1908, but nearly all transactions from the middle of the 19th Century until the end of the second Court Book in 1914 were effected out of Court.

The Stewards of the Manor included Charles Moore (1747-1756); Henry Kedington (1756-1766); Isaac Paske (1770-1784); James Harrington (1784-1789); Joseph Harrington (1789-1799); Peter Firmin (1803-1808); Ezekiel Sparke (1808-1814); Timothy Holmes (1818-1828); Henry Pulley (1828-1839); James Cuddon the Younger (1839-1848); Francis Thomas Cuddon (1851-1865). Later Stewards were Mark Waters (1893); Ernest Saunders (1907); and Horace Frederick Beaumont (1914).

No indication appears in the two Court Books, which cover the years 1747 to 1914, of any large scale enclosure. From about the middle of the 19th Century enfranchisement proceedings are often recorded, and marginal notes trace some of these enfranchisements as far as 1921; minerals were reserved in some instances.

The custom of descent was to the eldest son. The homage shown in the Court Books was seldom more than two members, and later, no homage was enrolled. Amercement for default in attendance at Court was irregular; none appears to have been imposed between 1785 and 1839. In the early records the amount was four pence or six pence, and after its reimposition it was three pence or six pence, apparently quite arbitrarily, until amercement disappeared in 1857. It is of interest that the requirement of tenants to attend "as well freehold as copyhold" is stressed on more than one occasion, and that "for their names" (the defaulters) "they referr themselves to the Stewards Roll".

A typical case in the Court of the 24th April, 1758, shows that the Lord here had the right to timber growing on the tenant's property. 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". In fact, he had to pay only thirteen shillings and four pence. In 1760, Ambrose Ruffell, a copyhold tenant" . . . has lately Dugg up the Common Lands and Lord's Waste . . . and converted the same to his own Use without the leave of the Lord of this Manor . . . and he is amerced the sum of five shillings and is ordered by the Court that he Desist from so doing . . ."; also John Wellum, Resiant and inhabitant of the said Manor . . . hath lately Dugg up the Common Land and the Lord's Waste, and converted the same to his own Use . . . he is amerced the sum of five shillings and ordered by the Court to Desist from so doing . . .". In 1792 the homage presented that "Mary Goody, widow . . . had suffered the cottage in her occupation to be in decay for want of reparation and she is in mercy of the Court and the Bailiff having orders to call upon her to repair the same cottage by the next Court otherwise to be subject to such Fine as the Court may adjudge".

For inclosing waste, William Sparke, in 1814, was presented and was ordered "to abate the said Encroachment under the fine of thirteen shillings and four pence payable to the Lord of the Manor at the next Court . . .".

Chrisiana Harvey was, in 1864, admitted to a property, and ". . . such rents and profits shall be received by her free from the controul and engagements of the said Robert Harvey her husband or of any future husband, and her receipts alone shall be a discharge . . . to the Ladies of the Manor". George Frederick Beaumont, in 1899, appointed Harry Ruffell as Bailiff, and authorised him "to remove or cause to be removed all gipsies or other persons unlawfully using or occupying the Commons of the said Manor". He held his Court in 1907 at the King's Head Inn, Cockfield.

The manorial Documents 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.

**Award of Enfranchisement :** (certified copy) Mary Serjeant, Minerals excepted.

The Vendor is Mr. L. Lewis-Evans who will convey as beneficial owner. The title will commence with a conveyance dated 11th April, 1899.

The Solicitor is Mr. R. L. W. Rons, 181a Broadway, Bexleyheath, Kent.

## L O T 2

## THE MANOR OF GREAT GLEMHAM (alias North Glemham)

### In the County of Suffolk

The parish of Great Glemham is in the Hundred of Plomesgate and Copinger (vol. V, pp. 135-143) gives the following information as to the manors in the parishes of Great and Little Glemham. In the former he says that the manors were (1) North Glemham at Glemham Magna and (2) Great Glemham or Lowdham Hall, while in the latter he gives the manors as (1) Glemham Parva, (2) Beversham Manor, (3) Over Pistie or Petitstre-cum-Armiger's, and (4) Manor of Billesford Hall or Bilston Hall or Bilford or Bilson.

In Saxon times several manors were held in this parish, three of them, when the survey was taken, belonging to Robert Malet. The first was held of him by Walter, and in the time of the Confessor by Hune, a freeman half under commendation to the Abbot of Ely and half to Malet's predecessor. The manor consisted of 30 acres and a plough team (reduced to half a team when the Survey was taken), the value being 7s. The soc belonged to the Abbot.

The second was also held of him by Walter and was formerly in the possession of Sparhavoc, a freeman under commendation to Edric. It consisted of 60 acres, 2 bordars, and  $1\frac{1}{2}$  plough teams (reduced to one team at the time of the Survey), the value being 10s. The soc belonged to the Abbot. The said Walter also held 3 acres, valued at 8d., formerly held by two freemen (*Domesday Book*, vol. II, p. 308).

Another manor here at the time of the Survey belonged to Earl Alan. It was held by Sparhavoc, a freeman under commendation to Edric, Robert Malet's predecessor, and William Malet was seised thereof. It consisted of 60 acres, a bordar, a ploughteam, and half a church, with 10 acres and half a ploughteam, valued at 10s.

Two other manors were held here, one by Eudo the Steward and the other by Walter Giffard. The manor of the former had, in Saxon times, been the estate of Uluric under commendation half to the Abbot of Ely and half to Malet's predecessor, and William Malet was seised thereof. It consisted of 2 carucates of land, 7 bordars, 2 ploughteams in demesne and half a team belonging to the men, 8 acres of meadow, and a mill. Also half a church with 10 acres, 9 hogs, and 5 sheep, valued at 40s. At the time of the Survey the hogs had increased to 16 and the sheep to 40, the value having gone up to 50s.

The manor of Walter Giffard had formerly been the estate of Starling, under commendation half to the Abbot of Ely and half to William Malet, the latter being seised thereof. It consisted of 180 acres, 11 bordars, 2 ploughteams in demesne and 1 belonging to the men. Also an acre of meadow, 2 rouncies, 16 hogs (increased to 26 at the time of the Survey), and 30 sheep (increased to 50). The value was formerly 40s., increased to 60s. when the Survey was taken. Added to this were 24 freemen under commendation, having 100 acres, and 3 ploughteams valued 40s. "It was a league long and half a league broad, and paid in a gelt 20d."

The Manor of Great Glemham alias North Glemham, the subject matter of this sale, appears to have belonged to Hugh de Cressey in 1263, in which year he died seised of it.

In 1287 it was the lordship of Galfrid de Aspale, but in 1324 was held by the priory of Thetford, and the Ministers' Accounts for that year will be found in the Public Record Office. It was subsequently vested in Sir John de Ufford, and he died seised of it in 1362.

In 1540 the manor was granted to Thomas, Duke of Norfolk, and on his attainder for communication with Mary Queen of Scots in 1572 it passed to the Crown. But either the forfeiture was not enforced or it was regranted to the Duke's eldest son Philip, Earl of Arundel, for in 1583 he had licence to alienate to Robert Buxton, of Tebenham, in Norfolk, who the same year levied a fine of the manor against the said Philip and others, and two years later against Lord Thomas Howard and others. Robert Buxton died seised of the manor on 5th June, 1621, when it passed to his son and heir, Robert Buxton, then 19 years of age. This Robert Buxton was grandson of Robert Buxton, who was buried in the church of Tebenham in 1528, being son of John Buxton by Margaret Warner his wife, who was buried there in 1572.

A little later the manor was held by Thomas Smyth and Frances his wife, whose daughter Frances married the Right Hon. Charles Fleetwood, son of Major-General Fleetwood, so well known, as Copinger expresses it, "in the usurpation". It remained in the Fleetwood family until 1732, when Elizabeth Fleetwood, who had married Fountain Elwin, of Thurning, Norfolk, devised all her estate to her husband. By deed dated Michaelmas, 1732, have and enjoy to him and his heirs for ever the Manor of Glemham Magna, and that Frances, Caroline, and Jane Fleetwood should from the same date have and enjoy, as tenants in common in fee, the Manor of Wisset. Fountain Elwin died 4th April, 1735, having by his will dated 27th November, 1733, devised all his estates to Caleb Elwin in fee. Subsequently the Manor was conveyed on 26th November, 1791 by George Rush of Benhall Lodge, in Benhall.

Subsequently the manor was purchased by the Reverend Samuel Kilderbee, of Ipswich, attorney, the son of Samuel Kilderbee, of Framlingham, draper, and Aletheia his wife, daughter of Robert Sparrow, of Kettleburgh. Samuel Kilderbee, the purchaser, married Mary, daughter of Daniel Wayth, of Great Glemham, and died 14th March, 1813. The manor then passed to his son and heir, the Rev. Samuel Kilderbee, D.D., rector of Ash and Trimley. He sold it with 2,300 acres in 1829 to John Moseley, of Drinkstone, for £34,000, including furniture, books, timber, etc.

On 21st December, 1871 Sir Charles Robert Rowley of Tendring Hall, Suffolk, Bart. conveyed the manors of Great Glemham and Sweffling Campsey cum Snape Campsey to Henry Edwards Paine and Richard Brettell, both of Chertsey in the County of Surrey. They were solicitors who purchased manors through their Steward to get in money upon

### SUPPLEMENTARY PARTICULARS

#### TO LOT 2.

#### THE MANOR OF GREAT GLEMHAM (ALIAS NORTH GLEMHAM)

It has been found that the bulk of the records belonging to Lady Blanche Cobbold, and also those in the custody of Messrs. Cross Ram & Co., Halesworth, relate to the Manor of Lowdham Hall in Great Glemham and not to the North Glemham Manor. But there are Court Rolls relating to the latter Manor, which have been deposited in the East Suffolk Record Office by the Earl of Cranbrook. These records are in four books, bound in two volumes and cover the period 1600 to 1753. They contain Courts held for members of the Fleetwood, Elwin, and Kilderbee families mentioned above and the purchaser of this Lot would have a right of access to these under The Manorial Documents Rules.

The Rolls contain interesting entries, such as instances of the Borough-English custom of descent, licenses to fell timber, presentments for failure to keep buildings in repair, forfeitures for unauthorised felling of timber etc.

## LOT 3

**THE MANOR**  
of  
**SWEFFLING CAMPSEY CUM SNAPE CAMPSEY**  
In the County of Suffolk

Copinger (vol. V, pp. 182 and 183) deals with this Manor in three short paragraphs, of which the following is a copy:—

“Queen Elizabeth leased this manor to William Barrett. In 1609 the manor was vested in King James, and in 1640 in Thomas Cutler, who married 1st Anne, daughter of Thomas Dandy, of Combs, and 2ndly Ursula, daughter of Robert Gosnold, of Ottley, and on his death it passed to his son and heir, Benjamin Cutler, who held his first court 11th Aug. 1646, and died in 1679, when it went to his widow Alice, who held her first court in 1680. She remarried the Rev. Samuel Gollie, who died in 1683. Alice the widow died in 1693, when we find the manor passed to George Monson and Anne his wife, who in 1711 (?) held their first court.

Before 1725 the manor was acquired by Walter Plumer, who 18th Sept. this year held his first Court, and from this time to the death of Jane Plumer, who remarried Robert Ward, the manor passed in the same course as the Manor of Metfield, in Hoxne Hundred. Robert Ward sold the manor to James Cuddon, of Higham who held in 1834.

In 1842 John Moseley held the manor, but from June, 1896, to the present time it has been held by R. Brettell and H. E. Paine, of Chertsey, Surrey.”

Despite a good deal of research work the vendors of this lot have not been able to trace any records as having been deposited in the British Museum, Public Record Office, Public Libraries or County Record Offices nor have they been able to trace what records (if any) were handed to the purchasers on completion of the Conveyance dated 21st December, 1871 from Sir Charles Robert Rowley to Henry Edwards Paine and Richard Brettell. (Copinger was inaccurate in giving 1896 as the date when the transfer was effected). The original Conveyance of 21st December 1871 is in the vendors' possession and as it relates not only to this Manor, but also to the Manor of Great Glemham (Lot 2), it will under the provisions of the National Conditions of Sale (17th Edition) pass to the purchaser of whichever of Lots 2 and 3 fetch the highest price.

The vendors are Mr. and Mrs. J. L. Beaumont, who will convey as Trustees for Sale. The title will commence with the said Conveyance of 21st December 1871 and Mr. Beaumont will act as solicitor in respect of this Lot.

## LOT 4

**THE MANOR OF WESTLETON GRANGE****In the County of Suffolk**

The village of Westleton is on the river Minsmere, and appears as West Ledestuna, Westletuna, and Westetuna in 1086; these names are probably a reference to its position about 3 miles west of the city and fortress of Dunwich on the Suffolk coast. The Domesday survey shows Westleton Manor as part of the lands of Robert Malet, held of him by Gilbert Blund, and it was assessed at 7½d. for Danegeld. It was later given to Sibton Abbey, the abbot of which held the manor and its advowson in 1299. The Hundred Rolls show him as holding 30 acres in Westleton of the Earl of Cornwall (Copinger, vol. II, p. 196).

A statute of Edward I forbade the creation of new manors, but before this time the original manor of Westleton had been broken up into eight separate manors, namely, Westleton with the Members, Westleton Grange, Minsmere or Scots Hall, Lenwales or Lembalde's or Lymbold's, Claydons, Cleeves or Cliffs Hornethorne, Valeins and Rysings.

The earliest of the Court records consists of 16 parchment rolls, written in law-Latin, the first of which dated 1500, shows Westleton as associated with Westleton Rectory and the Abbey. After 1504, there is a long gap which covers the reigns of Henry VIII, Edward VI, Mary Tudor, and the first fifteen years of the reign of Elizabeth I. Fifteen Courts are enrolled from 1573 to 1612, after which no records are available until the first Court Book in 1689. The rolls are for the most part in fairly good condition, although in some places the ink has faded, making reading difficult.

Until 1732, the proceedings are recorded in law-Latin, and from 1737 in English, the change coinciding with a change of Stewardship from William Ingham to John Ingham. The title-page draws attention to the custom of inheritance by Borough English, and states that "Filius Junior est heres". This is followed by a note on the dower of Ann, the widow of Robert Covell (Court of 27 September 12 Henry 8), and a statement that the youngest brother is heir (Court of 25 April 25 Eliz.). (Two cases of the operation of Borough English were enrolled in 1583.)

The Lordship of the Manor of Westleton Grange was, for many years before the Dissolution of the monasteries, held by the Abbots of Sibton. At the Dissolution, the Manor was granted, in 1536, to Thomas, 3rd Duke of Norfolk, and in 1537 was held by John Soone; in 1547 it passed to Edmund Rous, who disposed of it in 1551 to John Harbottle. The Courts for the years 1597 to 1608 were those of Edward Grimston; Courts were held in 1611 and 1612 for Sir Harbottle Grimston, the father of a better-known Sir Harbottle Grimston who sat in the Parliament of 1640 as member for Colchester, and was involved in the Civil War. The lordship was known to have been held by William Hart in 1635, and by John Fiske in 1651. Fiske was Lord of the Manor when the first of the Court Books opened in 1689; the Manor was conveyed by James Fiske to Mary Woods in 1710, when she held her first Court, her son, Everard Woods, then being a minor. She held another Court in 1711, and her name is not mentioned after this. Presumably Everard Woods became Lord of the Manor on attaining his majority, for there are occasional references to his Lordship, and at the first Court of a younger Everard Woods in 1742, the new Lord is described as the "eldest son of Everard Woods, Gent., deceased, late Lord of this Manor". After only two years the younger Everard Woods was succeeded by Richard Crowfoot, who held the Lordship from 1744 to 1763; following this intermission, the title was again held by members of the Woods family, in the persons of Alexander Woods, Samuel Alexander Woods, and Samuel Alexander Woods the Younger. Henry Seymour Montagu acquired the Lordship in 1852—his signature appears on the flyleaf of the third Court Book—and it was later held by Charles Henry Capon. He conveyed the Manor to George Frederick Beaumont, of Coggeshall, the Trustees of whose will sold it by private treaty after the first auction of Lordships of Manors in 1954 to E. H. Roberts.

The Stewards, who usually conducted the Courts, are regularly named from 1689 onwards, but before that time are rarely named, although a John Holland is mentioned in 1608. John Love held the office from 1689 to 1703, followed by William Ingham (1703–1732), John Ingham (1737–1761), Richard Nott (1763–1811). William Shuldham was Steward in 1811, and Henry Edwin Southwell in 1817; from 1839 to 1852 the Stewardship was kept in the Woods family, both Samuel Alexander Woods and Samuel Alexander Woods the Younger being recorded in this capacity, John Crabtree was Steward from 1862 till his death in 1870, and Frederic Cross held the office until the records end in 1876. Some of the Stewards were pre-

viously Deputy Stewards, and Richard Crowfoot, previously a Lord of the Manor, appears as a Deputy Steward in 1766.

The homage is more prominent in the earlier rolls, and ten or twelve members were sometimes sworn. In the first of the Court Books, three or four names are mentioned, but later two was the usual number, and from 1842 no names are given. Some of the names of members of the homage occur frequently in the Court proceedings; for instance, Edmund Rous followed John Soone as Lord of the Manor in 1547; a William Rous was a member of the homage in 1689, and a Robert Rouse still held a copyhold house and land when the manor was sold in 1876.

Courts were held at very irregular intervals in this manor; sometimes there were lapses of several years, although occasionally the intervals were of only two or three weeks' duration. Most of the Court proceedings are concerned with the transfer of copyhold property by inheritance or purchase, and these transactions reflect the varying fortunes of certain families in the manor. The Hacon family, for example, were substantial copyholders in 1696, and the Court Books show how their estates were broken up by division and sale and reversion to the Lord of the Manor, until, in 1836, the last recorded member of the family, a labourer, sold a cottage for £40. Part of the Hacon lands were bought in 1739 by Thomas Fox, who transferred it to Charles Wager Purvis in 1742; this family held the property until it was enfranchised in 1875, the 70-year old copyholder at that time being the grandson of the original Charles Purvis. The name of Lord Huntingfield occurs frequently in the last two Court Books. Sir John Vanneck was admitted in 1735; his son, Sir Garrard William Vanneck, died about 1791, and was succeeded by his brother Joshua, created 1st Lord Huntingfield in 1796. A very comprehensive disentailing deed was enrolled in respect of the 3rd Lord Huntingfield and the Hon. Charles Vanneck in 1864. Their record as copyholders in Westleton Grange Manor, ends with the award by the valuers for the Copyhold Commissioners before enfranchisement in 1876, but the actual deed of enfranchisement is not enrolled. The Barne family was associated with Lord Huntingfield in purchasing land formerly held by Lady Downing in 1809. They continued as copyholders until 1875, at which time Frederick Barne, then 70 years old, had the largest holding—3 acres—in Westleton Grange Manor. The names of members of the Blois and Downing families occur frequently during the eighteenth and nineteenth centuries.

Some of the entries in the roll show considerable inter marriage between families of copyholders—for instance, Blowfield, Preston, Rous, Noy, and Robinson. One of the heirs of a Robinson was Ann Jardin, the only woman mentioned by name in the homage. The effect of the Copyhold Acts of 1841 and 1852, which enabled either Lords or Tenants to compel the other party to enfranchise copyhold property, is seen in the latter part of the third of the Court Books, which is largely a record of valuations prior to the Copyhold Commissioners' Awards of Enfranchisement.

As would be expected, there is a great variation in the types of handwriting encountered in the Court Rolls and Court Books. In the early part, much of the script is crabbed and difficult to read, and is complicated by the extensive use, in the Latin text, of abbreviations. Much of the writing in the middle of the eighteenth century is elegant and sometimes highly ornamented; in the second book, the calligraphy is good, and in the third it is utilitarian rather than elegant. The style of the captions becomes simpler over the years; the superscription of the reigning monarch disappears after 1794, and the names of members of the homage after 1843. Amercements for default in attendance at Court continued, however, until 1849; these were usually 3d. per head, except for a period between 1721 and 1730, when the amount was sixpence. Fines on all the tenants to mark their acknowledgement of a new Lord were occasionally imposed, for instance, one penny per head at the first Court of Richard Crowfoot in 1744 and sixpence at that of Alexander Woods in 1764.

While it was common in earlier times for tenants to be required to perform duties, such as ploughing or harvesting on the demesne lands for so many days or hours in lieu of paying a money rent, it is interesting to find that as late as 1876, a form of words was still used which can have had no real significance for many years—"a piece of land . . . holden by the yearly rent of Two Shillings and One Days' Work in Autumn without Victuals". In two sales of cottages, the inclusion of half a chimney is specifically mentioned.

As an instance of the rights attaching to the Lord of the Manor's ownership of commons and wastes, it may be mentioned that in 1915 the Clerk of the Blything Rural District Council had to apply to the Lord of the Manor, in connection with an improvement scheme, for his agreement to the fixing of posts and notice boards on Westleton Common, the village green, and waste lands in the parish.

Westleton is a very attractive Village which was, in the present year (1965) accorded the distinction, shown by a wrought-iron sign on one of the greens, of being "Suffolk's Best-kept Village". It has a large

Common, probably once much larger, but it is not known for certain of which Manor the village Green forms part. Probably Westleton Grange owns it as the Grange is close to the Green.

The following manorial records will be handed over on completion :—

**Court Rolls :** 1500–1612 on 16 membranes.

**Court Books :** 1689–1777 ; 1778–1837 ; 1839–1876.

**Minutes Books :** 1763–1830 ; 1844–1875.

The first of the Court Books is covered with vellum ; the others are bound in boards covered with soft brown leather. Their general condition is good. The Minutes books are in a single volume in green leather binding.

The Vendor is Mr. George Cecil Jones the Executor of E. H. Roberts, dec'd., and the title shall commence with the Will of George Frederick Beaumont dated 1st June, 1928. The Vendor's Solicitors are Messrs. Grover Smith and Moss, 18/22 Lloyd Street, Manchester, 2.

## LOT 5

# THE MANOR OF ROMBURGH

## In the County of Suffolk

Romburgh (also spelt Rumburgh and Romborough) is a very small village about 4 miles north of Halesworth, Suffolk ; it appears always to have been included in the neighbouring parish of Wissett. Copinger (vol. II, p. 145) says that after the Conquest this land was given to Ralph Guador, Earl of Norfolk and Suffolk, who "forfeited his Earldom for treachery to the Conqueror, whom he attempted to depose, being joined in his design by Waltheof, the great Earl of Northumberland, and others." Copinger also records that "he took the opportunity on his Wedding Day, and when, it was said, they were heated with wine, to disclose his plans". When they recovered from their stupor, however, a good many repented and withdrew their support. The rising was soon suppressed and the Earl deserted his followers and fled to Brittany ; he ultimately "assumed the Cross", and joined an expedition to Jerusalem to fight against the Turks.

The property at Romburgh was confiscated and granted to Alan, Count of Brittany and Richmond, surnamed Rufus of Fergamut by reason of his red hair. He commanded the rear of the army at the Battle of Hastings, being Joint Commander of the Second Division of the Norman Army. At the time of the Domesday survey, Romburgh was not mentioned as a manor, but it was included in that of Wissett. Alan married Constance, a daughter of William the Conqueror, but died without issue in 1089, and was succeeded by his brother, Alan Niger (so called from his dark hair) ; he in turn was succeeded by another brother, Stephen, who married Havisse, Countess of Guincamp. His son Alan, surnamed "the Savage", was the next to inherit, in 1137 ; he sided with Stephen against the Empress Maud, and captured the castle of Lincoln by scaling the walls during the night. Afterwards he founded two abbeys, possibly to atone for his sins, for he was described as a most deceitful, wicked individual. At his death he was succeeded by his son, "Conan le Petit, 5th Earl of Richmond, also styled Duke and Count of Bretagne". His daughter married Geoffrey Plantagenet, 4th son of Henry II, and was the mother of Arthur, said to have been put to death by his uncle, afterwards King John. According to the Davy MSS., "the Lordship passed at the beginning of the 13th Century to the family of de Vallibus" ; Copinger says that certainly in 1286 Sir John de Vallibus had a View of Frankpledge here, but there seems no evidence that he held this particular Lordship. The probability is that he held the advowson only, and that this holding has been confused with the Manor. "The advowson passed, through his daughter, to the Nerfords, and it remained with them until 1364, when an inquisition p.m. shows that he (John de Nerford) held the advowson of the Priory Church of Romburgh and the Manor of Wysete with the appurtenances, of the King in Capite by Knight Service". The Manor meanwhile is thought to have been held by the Priory of Romburgh under a grant made by Alan 4th Earl of Richmond. This abbey was among those dissolved in 1523, the revenues of which went to found Wolsey's College at Ipswich ; Wolsey conveyed it in 1529 to St. Mary's College, Ipswich, and on his downfall it



returned to the Crown, later passing through Robert Downes, to Thomas, Duke of Norfolk, who forfeited it on his attainder for treason in 1546, to John, Earl of Warwick, who later passed it to Sir Edward North. The Manor was restored to Thomas on the accession of Mary Tudor in 1553, and passed to his grandson, who was beheaded for treason against Queen Elizabeth in 1572. In 1585 it was alienated to John Holland and others; Paul Bayning, one of the Sheriffs of London, was Lord in 1611. He died in 1616 and was succeeded by his son and heir, Sir Paul Bayning, who was created a baronet on 24th September, 1612. He was elevated to the peerage on 27th February, 1627, as Baron Bayning, of Horkesley-Bentley in the County of Essex, and advanced to the rank of Viscount Bayning, of Sudbury in the County of Suffolk on 8th March, in the same year. He married Anne, daughter of Sir Henry Glemham of Glemham. He was succeeded on his death in 1629, by his son and heir, Paul, 2nd Viscount. He died in 1638, and the Manor went to his daughter Anne, married to Aubrey de Vere, Earl of Oxford. Later Lords were William Peck (1722), Richard Gipps (1728), William Corbold and members of the Jessup (or Jesup) family. In 1828, the Manor was held jointly by Phillis Weeding, widow, John Manby, and John Grimsby, probably as trustees, and this joint Lordship continued for some years. The Manor was sold in 1877 to Charles Henry Capon; Joseph Beaumont, of Coggeshall, Essex, purchased it from Capon's mortgagees on 21st March, 1887, and it subsequently descended to G. F. Beaumont. His trustees sold the Manor by Private Treaty as Lot 41 after the first Auction of Lordships of Manors in 1954, and it was purchased by Mr. W. P. Dobson.

An unusual feature of this Manor is the absence of any record of inclosures. In most manors, there are Inclosure Acts from the early years of the nineteenth century, which were quoted in the Court Books when awards were made, and there were usually many admissions under these Acts, but in Romburgh, although there was an Act in respect of the inclosure of Romburgh Common in 1849, there is practically no indication at all of inclosure.

The custom of descent on intestacy was to the eldest son, and this is mentioned on the flyleaves of some of the Court Books—in the 1761–1829 volume within a very ornamental triangular design. Amercement for default in attendance at Court was general from 1662 till 1841, the amount of the fine being threepence.

Most of the proceedings of the Courts deal with the transfer of copyhold property on the deaths of tenants or alienation, with conditional surrenders for mortgages, or enrolment of satisfaction after mortgages, with some acknowledgements of free tenure. A small minute book covering the period 1790 to 1867 gives details of the fines and fees payable in these transactions, and in many cases the fees were quite a considerable percentage of the fines payable to the Lord—for example, for a fine of £30, the fees were £5; for a fine of £45, the fees were £5, and in another case, £4 4s. for a fine of £20. There is in the same book a calculation of the average annual value of the fines for the seven years 1804 to 1810—£10 2s. per year. One item which appears in the fees is “Crier, 1s.”

The proceedings taken out of Court between 1841 and 1881 include the usual admissions, surrenders, etc., and a number of Enfranchisement Awards with valuations to determine the compensation payable by the tenants. Before this period, there were few enfranchisements, although one is enrolled in the Court Book 1746–1764, page 46, in connection with 2 acres of copyhold land held by Eleazar Davy, as a marginal note which reads as follows:—

“6th Feb., 1761.

This Copyhold was enfranchised by Deed of that Date, made between Samuel Jesup Sen., Saml. Jesup his son and Sarah his daughter on the one Part and Eleazar Davy on the other part. Executed in the presence of John Ingham and John Barmby, Junr.”.

There is a very complete record of the Stewards of this Manor: William Carey (1662–1682); Thomas Carey (1682–1705); John Nonne (1705–1715); John Dawson (1715–1721); Peter Pullyn (1722–1753); John Ingham (1753–1768); James Jermyn (1768–1809); Robert Crabtree (1811–1829); John Crabtree (1829–1869); Frederic Cross (1870–1881).

According to the earlier records, Courts were held fairly regularly on or about November 5th, but later their frequency varied greatly; in some years there were three or four courts in the same year, but occasionally there were intervals of as much as five years between Courts.

Some of the details in the Court Books are of interest; for instance, tenure of a piece of land “called Seven Acres . . . by the rent of four shillings and two hens by the year . . .”, and another “. . . holden by the yearly rent of thirteen pence and one hen and suit of Court.” Another piece was “. . . holden by service and two pence rent by the year one day's work in the autumn valued at three pence and suit of Court . . .”

There are records of several common recovery actions, which are notable for their archaic wording—for instance, “a plaint in this Court in the form and nature of a Writ of Entry Sur Disseizin en le Post at Common Law”—and for the inclusion in these actions of those legal fictions, Hugh Hunt, John Doe and Richard Roe.

Even until the middle of the nineteenth century traditional descriptions were still used, a reference occurring in the title to “a piece of land called Brilliants” . . . the abuttals whereof appear in the rolls of a Court held in the eighteenth year of the reign of our late Lord King Edward the fourth . . .”, nearly four hundred years earlier. In a Bargain and Sale transaction in 1790, relating to the lands of William Brewer, a bankrupt, he is described as a “Linnen Draper Dealer and Chapman”, and his property included “one acre called Buzibant acre”. One of the tenants of the Manor was the Rev. John Nathaniel Micklethwaite, an extract from whose will was recited in Court in 1857; in the will he devised to his heir “the Manors or Lordships of Hickling Overhall and Hickling Netherhall and Stannow . . . his Improprate Rectory of Hickling . . . his Advowson and right of Patronage of in and to the Vicarage and Church of Hickling . . .”.

After the third proclamation of the death in 1827 of James Reeve, “surviving feoffee of Halesworth”, his lands were seized and administered by the Lord of the Manor until six new trustees were appointed. The lands were regranted in 1832, and provision was made for fines on the successive deaths of the new trustees—£2 17s. 6d. on the first death, £1 8s. 9d. on the second, and so one, each life decreasing the fine by one-half, until on the last life it would be only 1s. 9½d.

In an admission made in 1877, the surrender by Edward Nurse and Melley his wife was effected by means of a declaration before a Notary Public in Illinois, U.S.A., Edward Nurse being described as “of Englewood in Chicago in Cook County in the State of Illinois, United States of America, Carpenter . . .”.

The following Manorial Documents will be handed over on completion :—

**Courts Books :** (B) 1662–1685; (C) 1685–1721; (D) 1722–1746; (E) 1746–1761; (F) 1761–1829; (G) 1830–1881.

**Minute Book :** 1790–1867.

The earliest book has no covers; the others, in various bindings, are in reasonably good condition. The Minute Book measures 7¾in. by 6in.

The Vendor is Mr. W. P. Dobson, who will convey as beneficial owner and the title will commence with a Conveyance on Sale dated 22nd June, 1955.

The Solicitors concerned are Messrs. D. B. Levenson & Co., 15 Whitehall, London, S.W.1.

## LOT 6

## THE MANOR OF BEAUMONDS IN LINDSEY

## In the County of Suffolk

Lindsey is a parish and village  $4\frac{1}{2}$  miles north-west of Hadleigh. According to Copinger (*Manors of Suffolk*, vol. III, p. 195) "This was the Lordship of Godfrey de Bello-monte (the Latin name for Beaumont) in the time of Edward I and he had a right of free warren here in 1292. The Manor was given, about 1474, to the College of Denston by Sir John Howard and John Broughton, junr., and there it remained until the Dissolution when it vested in the Crown".

Copinger's information as to the subsequent devolution of the Manor is vague and probably complicated by the fact that there was another Manor in the Parish, namely Lillesley. It does, however, appear that during the 16th century it was vested in Anthony Gage and that in 1609 William Gage was Lord. The farming family of Gage have been connected with Lindsey for many years past, and there are several references to them in the Court Books which will be handed to the purchaser on completion. The Stewards of Beaumonts in Lindsey or their clerical staffs do not appear to have been very sure about the name of the Manor, for from 1712 to 1752, during which time Henry Boughton was Steward, the headings of the Courts ran "Manor of Beaumonts in Lindsey or Lillesley". After the Court held on 26th February, 1752 by which time Edward Coldham was Steward, Lillesley disappears from the heading and we find either Lyndsey or Lindsey.

The devolution of the Manor as shown by the title deeds and Court records was as under :—

13th November, 1712 Court of Samuel Warner.

20th July, 1737 First General Court Baron of Ellen Warner and other co-heiresses of Samuel Warner.

13th August, 1787 Court of Job Hanmer.

6th April, 1818 Conveyance of this Manor and the manor of Callis Metholds and Wimbolds in Glemsford by Wm. Walden Hanmer to Timothy Holmes.

14th January, 1867 Conveyance by John Jackson & James Sparne to Frederick Hayward. Price £1,600. His first Court was held on 2nd February, 1867.

16th March, 1881 Conveyance by the Rev. F. L. Hayward and others to Joseph Beaumont. Price £1,200. His first and only Court was held on 30th March, 1881, his steward being George Frederick Beaumont, his eldest son.

Joseph Beaumont died on 18th July, 1889 and by the joint effect of his will and a deed of disclaimer by his widow, Eliza Beaumont, the said G. F. Beaumont became Lord of the Manor. He died on 1st June, 1928 and the Manor was included in the first sale by auction of Lordships of Manors in 1954. It was sold for £525 to Major and Mrs. G. B. Dunstan, the latter being a great-granddaughter of Joseph Beaumont.

We have here an example of the rather unusual custom of descent, viz, Borough-English, under which, on the intestacy of a tenant, his copyhold property passed to his youngest son instead of to the eldest. At a Court held on 14th September, 1738

"cometh here into Court George Parsons youngest son and heir (according to the Custom of this Manor) of the said Wm. Parsons by Susan Parsons Widow his Mother and Attorney in this behalf and putteth himself upon the favour of the Lords and Ladies of this Manor, etc."

and he was duly admitted tenant and paid a fine of 21/-. The entry proceeds :

"and because the aforesaid George Parsons is an infant under the age of one and twenty years, that is to say, of the age of four years or thereabouts the said Lords and Ladies of their favour at the request of the said Susan his mother by the hands of their said Steward in open Court before the Homage thereof do grant unto her by the rod as well the custody of the Body of the said George as the occupation of the said premises until the said George shall attain his said age of one and twenty years she the said Susan then rendering an account, etc."

A more recent case of the operation of this custom is to be found in the enrolled admission on 22nd February, 1860 of Frederick Gage as the youngest son and heir of his father, Henry Martin Gage. A third case is that of George Augustus Pilkington Dawson, admitted on 28th April, 1875, as youngest son and heir of Thos. P. Dawson, guardianship being granted to his grandmother, Enna Annie Dawson.

Customary fines in this Manor were "arbitrary", that is, calculated at twice the annual value as opposed to "certain" fines which prevailed in some Manors. "Fines certain" were usually twice the amount of the annual rental, a few pence or shillings, but the tenant had to pay the Steward's fees, viz., probably several guineas, quite out of proportion to the fine. These fines were payable on death of the tenant or on alienation by him during his life.

The amercement, or fine, for failure of tenants to attend the Lord's Courts was in this Manor fixed at threepence.

Among the documents to be handed over to the purchaser is an Office copy of *Lindsey Inclosure Exchange*, the original of which was deposited with the Clerk of the Peace for Suffolk on 20th August, 1862. This recites that Harriet East of Hadleigh, Widow of Charles Gage of Bildeston, Farmer, The Provost and Fellows of King's College, Cambridge, William Lillie of North Hill, Colchester, Gentleman, Maria Mumford of Dedham, Widow, Martin Robert Pocklington of Chelworth House, Suffolk, Esquire, and Frederick Sexton of Kersey, Land Agent, who were the persons interested in the lands specified in the First Schedule thereto made due application to the Inclosure Commissioners to direct an enquiry whether such proposed division and allotment would be beneficial to the owners of such respective lands.

"which said parcels are so intermixed and divided into parcels of inconvenient form and quantity that the same cannot be cultivated or occupied to the best advantage, but which form together a tract which may be divided into convenient parcels".

The inquiry was duly made and the consent in writing of John Frederick Robinson, as the Lord of the Manor of Lillesley otherwise Lindsey, and John Jackson as the Lord of the Manor of Beaumonds in Lindsey, having been obtained, the division and allotment of the various lands was directed to be in accordance with the Schedules and Maps contained in the Inclosure Exchange.

A good example of how beneficially this exchange could operate is that of Frederick Sexton. His holdings before the allotment were as under:—

<i>No. of Plan</i>	<i>Description</i>	<i>Tenure</i>	<i>Quantity</i>
100a	Part of Sheepden Common	Copyhold of Beaumonds	3 18
102	Do. Do.		3 3 22
100b	Do. Do.		2 34
87	Do. Do.		3 23
104	Do. Do.		1 35
94	Do. Do.		2 3 31
			9 3 3

His new holding was as under:—

<i>No. on Plan</i>	<i>Description</i>	<i>Tenure</i>	<i>Quantity</i>
3	Part of Sheepden Common	Copyhold of Beaumonds	2 2 1
6	Do. Do.		7 0 19
	Share of new Road		23
			9 3 3

The records to be handed over on completion are as under:—

**Rental Rolls :** 1700 and 1799.

**Court Books Nos. 1 and 2 :** Rental of 1734 followed by Courts 1712 to 1742 and 1737 to 31st December, 1845 (all bound together and several Courts duplicated).

**Court Book :** 1744 to 1744.

**Court Book No. 3 :** 1846 to 1918. Cover marked "Duplicate" in red ink.

**Presentment and Minute Book :** 1737 to 1767. This book includes Rentals for Lady Day, 1737 and 1742.

**Minute Book :** 1837 to 1877.

**Rental :** £20 3s. 0d. Quit and free rents to 1877.

**Particulars of Sale :** 27th May, 1861 with plan showing Sheepden Common.

**Lindsey Inclosure Exchange :** 17th July, 1862.

**Particulars of Tenants Parcels and Enfranchisements** compiled in 1881.

The 25-inch Ordnance Survey Map of Lindsey shows the "Castle" with outlying earthworks, described as Manorial Banks. This might be an interesting subject to research. There is also shown on the same map a mediaeval chapel.

The Vendor sells as Beneficial Owner, and the title shall commence with the before-mentioned conveyance on sale on 30th March, 1881.

The Solicitors concerned are Bax Gibb & Co., 14 Grays Inn Square, London, W.C.1.

## LOT 7

# 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 Peneral 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 Burgh 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 was a large common in this manor until it was greatly reduced as a result of an Enclosure Act in 1854. Copies of the Award and map will be included in the Exhibition before the sale and will be handed over to the purchaser on completion with the manorial records.

There are a number of interesting entries in the Court Books, including the following :—

On the flyleaf to volume I, which contains Courts from 1668 to 1672, is an entry reading :

“Custome to the Youngest  
No entaile nor Dower  
Stephen Keble  
Steward”

At a General Court Baron and Leet Court, held in 1669, Constables and Gustators for the ensuing year were appointed. At this time Edward Sulyard was the Lord of the Manor. In volume I there is a list of the free tenants living in Haughley Streete, Newstreete, Tothill, Haughley Greene, Newton, Chilton, Wetherden, Bacton, Finningham, Buchouse, Harlston.

In 1772 there was held the first General Court Baron of Edward Sulyard the Younger, a descendant no doubt of the Edward Sulyard who was Lord in 1669. At that Court the freeholders and copyholders “attorned” tenants to the land. The last court in volume VII was a special Court Baron held on 4th June, 1793 for Edward Sulyard ; the steward was Geo. Chinery.

At a General Court Baron held for Edward Sulyard on 11th May, 1754, the steward being John Prentice it was presented by the Homage

“that the bounderyes of this Manor wherein the Lord hath free warren begin at Burford Bridge from thence to Piper’s Slough, from thence to Hundred Moore, dividing the bounderyes of the parishes of Wetherden, Woolpitt and Elmswell, from thence to the tenement called Hookes in Wetherden, from thence to Hornisire Hall in Bacton, from thence to the tenement called Capon in Newton, from thence to Stowbridge in Newton, from thence to Shackery’s Bridge and from thence to Burford Bridge according to the presentment made thereof by the tenants of this manor at a Court of Survey held within the same on 12th day of October in the year of our Lord, 1737.”

The Manorial documents 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.

**Rent Roll :** 1810.

**Minute Books :** 1743–56 ; 1757–65 ; 1765–1808 ; 1826–40 ; 1841–67 ; 1868.

**Copy of Enclosure Award and Map :** 1854.

The Vendors are the Personal Representatives of J. Gibson Jarvie, dec’d., and they will convey as personal Representatives. The title will commence with the will dated 29th December, 1926 of a testator who died on 1st June, 1928.

# Essex

LOT 8

## THE MANOR OF GOLDINGTONS

### In the Parish of Colne Engaine

This Parish lies on the north bank of the river Colne,  $\frac{1}{4}$  mile to the north-west of Earls Colne and  $2\frac{3}{4}$  miles east from Halstead in the County of Essex.

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 elm 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 Wentworth, 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 Geffrey 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 Hills purchased it from the Executors of Francis Nunn, and it passed to Robert Hills, whose first General Court Baron was held on 4th July, 1831. His steward was Thomas Maberly. Later the Manor came into the ownership of Thomas C. Mills, the Trustees of whose will sold it to George Frederick Beaumont in 1923, together with the Manor of Gt. Tey. (The latter was sold by private treaty in 1954 to A. W. Milburn, in whose possession are the earlier documents of title relating to both Manors). The purchaser of Goldingtons Manor will have the benefit of a covenant contained in a Conveyance dated 11th December, 1954, made between the Executors of the will of the said G. F. Beaumont and, Albert Cheyney Westwood, the Vendor, of the latter's right to production of (1) a Conveyance dated 19th June, 1923 made between Thomas Percy Mills, Sara Louise Mills and Harry of the other part (2) Probate dated 20th July, 1928 of the will of the said G. F. Beaumont and (3) an Assent by Horace Frederick Beaumont and John Lionel Beaumont in their own favour.

There are many interesting items enrolled in the Court Rolls and Books, a few of which are set out below.

In vol. I of the Books at p. 21 the tenant was admitted "by the Lord's own hands". It was the exception rather than the rule for a Lord to preside at his own Courts, this was usually the Steward's duty or privilege.

On pages 88 and 115 was enrolled the granting of a licence to fell timber in favour of Thomas Sewell. The family of Sewell is an old one in the Colne district and figures largely in the records of this and adjoining Manors.

On page 122 guardianship was assigned in respect of an infant copyhold tenant. Upon his coming of age the guardian was required to account to his ward.

In the second volume, commencing in 1873, there is enrolled an Enfranchisement Deed dated 16th March, 1882 between the Rev. G. F. Reeve and his wife, of Lowestoft, of the one part and Geo. Jeremiah Mayhew of the other part. The amount paid to free the property (inclusive of minerals) was the substantial sum of £379. The valuers representing the Lord and tenant respectively were James Mayhew of Castle Hedingham and Joseph Surridge, the Younger, of Coggeshall.

On page 94 of the second volume there appears another Enfranchisement Deed dated 15th Nov., 1899 between Charles Reeve of Gisleham Lodge, Lowestoft, a Commander in the Royal Navy, and Thomas Francis Sewell. In this case the consideration money was £72, plus, of course, fees to the Steward.

The Manorial documents to be handed over on completion 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.

**Rentals and Surrenders :** 1502-1804.

**Minute Books :** 1500-1756; 1764-1861.

The Vendor is Mr. A. C. Westwood who will convey the Manor as beneficial owner and the title shall commence with the said conveyance on sale dated 19th June, 1923.

The Solicitor is H. J. Drury, LL.B., 43 Station Road, Clacton-on-Sea.

# Norfolk

## LOT 9

### THE MANOR OF INGHAM

#### In the County of Norfolk

Ingham is a small village and parish, 2 miles from Stalham in the Hundred of Happing near the east coast of Norfolk. At the Norman Conquest it was described as being 11 furlongs in length and 7 furlongs in breadth, and paid 11½d. Danegeld; it was valued in Edward the Confessor's time at forty shillings, but at the time of the Domesday survey, when it was held by Alan, Earl of Richmond, its value had increased to nine pounds. It had previously, in part, been held by a freeman of Edric of Laxefeldra (who owned a considerable amount of land in other Norfolk manors); he held three ploughlands, with 7 sokemen, 9 villeins, 14 bordars and 4 serfs. There were 24 acres of meadow, 2 rounceys, or draught-horses and woodland for 60 swine.

Oliver de Ingham was known to be the Lord of the Manor in 1183, and John de Ingham in the reign of Richard I. There is an altar-tomb in the parish church, with the inscription:—

“Mounseur Oliver de Ingham gist icy et Don Eliz.  
sa compagne, que luy Dieu de les almes, ait merci.”

In 1325, this Oliver was Seneschal of Guyenne, then a fief of the English crown, and he died in 1344. The manor passed to the Stapleton family, a member of which was one of the first Knights of the Garter; his son, who succeeded him, died in 1417. Later in the fifteenth century, it belonged to the Calthrop family; Sir Francis, who died in 1494, was succeeded by his son, Sir William. Later it passed in succession to Sir Thomas, Sir William, and Sir Henry Woodhouse, the last of whom sold it to Nicholas Bacon, the brother of the famous Francis Bacon, Lord Verulam, in 1583. Members of the Johnson family held the Manor in the seventeenth century; William Johnson died in 1641 and another William in 1658.

The Court Books carry on the history of the manor from 1679 to 1924, the first of them covering the period 1679 to 1704. This book is bound in soft vellum, which is part of another document, which is itself of considerable interest. It is headed “Interrogation”, and consists of a series of questions about certain persons, for instance:—

“Imprimis: doe you know (the defendants?) or any of them . . . ? and which of them and how long have you known them or any of them? Item: doe you know Mary Allington Elizabeth Jaxton? etc.”

and there are references to their “colour”, i.e., their political beliefs. Part of this document seems to be a will of “William Johnson, of Ingham in the County of Norfolk, gent. . . . first before all things I bequeath my soul into the hands of God the father . . . etc.”. The whole of the first Court Book is in law-Latin from the first Court of Paul Spooner in 1680, at which the steward was Bartholomew Snelling, and about eighty tenants attended the ceremony of attornment, that is, the swearing of fealty to the new Lord of the Manor, and although no essoign (excuse for non-attendance) was supposed to be admitted, there was a long list, by name, of defaulters, who were amerced at 3d. a head; this fine for default was regularly imposed at the 33 courts covered by the first book, a period of 25 years. This book contains 64 pages, without an index.

The second Court Book is bound in vellum without boards; as with the first book, the binding is part of another document, in this case the Will of Robert Page, with an indecipherable date in the 1680s. The volume spans the period 1704 to 1746; there is no mention by name of a Lord of the Manor until 1725, when a note says, “William Turner dno hujus manori”. The proceedings continue to be recorded in Latin until 1732. Over a period of 42 years, 46 Courts were held, usually either in May or November, although their incidence is quite irregular. The next Book records the Court proceedings in 51 Courts from 1747 to 1790. Nearly all the transactions relate to admissions of tenants, or transfers of copyhold lands on deaths or alienations, with occasional acknowledgements of free tenure. Several of the Courts were special Courts at the instance of particular tenants, and dealt with property in which they had some special interest, and this feature is marked in all the Court books relating to this manor. In this volume the numbering of the pages jumps suddenly from 219 to 300. The lordship of the manor is obscure at this period; in 1754, there is a reference to copyhold property being put into the hands of the Lord of the Manor, but in the next year the reference



is to "The Lady of the Manor", probably the widow of the former Lord; in 1760, the reference is to "The Lady and Lord of the Manor"—the latter probably a minor—then, very boldly in the record in 1774, "Mr. Robert Whaites, Lord of the Manor of Ingham: Mr. Henry Smith, Steward".

The record in this and all the later volumes is very well kept, with ample marginal notes in later hands which indicate the subsequent history of many of the properties. With the accession of Robert Whaites, it would appear that there was a general tightening-up of procedure; the amercement of the tenants for default, which appears to have lapsed for several years, was again put into effect, and indeed, persisted well into the present century. The trustees for the Particular Baptist Meeting House in Ingham, who were reported by the homage to "have been long since dead", were replaced by another six, with a proviso that when any four of them had died, the surviving two should immediately surrender their copyhold lands, in order for them to be regranted to new trustees "to be admitted thereto for the same uses as aforesaid . . .". Similar action was taken in the case of the six trustees, "late copyhold tenants and feoffees for the poor of Ingham . . . all long since dead . . .". The new trustees were appointed, "In Trust that the Rents of the said premises shall be yearly and every year distributed to the poor of the said parish of Ingham . . . and that when four of the said Six Trustees are dead, then the two survivors shall immediately surrender the same premises to four new Trustees . . . for the same Uses as aforesaid . . ."

The next volume like all the Court Books that follow, has on the flyleaf the inscription  
 "Fine certain 2s. an acre Eldest Son inherits"

The first Court of Robert Whaites, son and heir of Robert Whaites, was held in 1795; he continued in the Lordship until 1837, when Robert Francis Whaites succeeded him. It is over this period that many of the inclosures are enrolled. In 1795, a licence was granted to John Croxton to enclose  $1\frac{1}{2}$  roods and build a cottage, subject to an annual rental of one penny, payable on 10 Oct., and a payment of one penny at each death or alienation; another licence was granted "to continue a cottage built on the Waste of the Manor with about a rood of land enclosed"—for this a rental of 2s. 6d. a year was paid. Some enclosures followed the Catfield and Sutton Inclosure Act of 1801, although much later than that date, and others followed the Stalham Award in 1806, granted in lieu of rights of common. A licence to continue an enclosure in 1808 is followed by the words "Copy made and delivered to the Cryer".

The deaths of five of the six trustees of the Particular Baptist Meeting House were proclaimed in 1797, and after a third proclamation the lands were seized by the Bailiff, and were subsequently regranted to new trustees in 1806. New trustees for the poor of Ingham were admitted in 1808, and land in lieu of their holdings was granted in 1824 under an Inclosure Act for Ingham passed in 1818.

There are a number of interesting entries in the records. Perhaps the most illustrious tenant of this Manor was Sir Robert Walpole, described in 1720 as "one of His Majesty's Most Hon'able Privy Council"; he was the first head of an English Government to be described as a Prime Minister. On his fall from power, he was "kicked upstairs" as the Earl of Orford, in 1742. On his death in 1844, he was succeeded in turn by his son and grandson. In 1793 this grandson died, and his estates were inherited by his uncle, Horatio, Earl of Orford—better known as Horace Walpole, politician and litterateur—on whose death in 1797 the Earl of Cholmondeley was admitted under the terms of Horace Walpole's will. An Act of Parliament was, however, necessary in 1803 for vesting these estates in trustees under the direction of the Court of Chancery.

At a Special Court at the instance of John Smith Harrison and Sarah his wife in 1758, an extract from a Will of Thomas Robinson was produced in Court, which said:—

"and that my mind and will is that my executrix Sarah Saul shall not dispose of her person by marriage to any person that cannot Double her fortune, both her real estate and personal, and that he oblige himself to procure an Act of Parliament to take the name of Robinson for his surname that the Estate may be called Robinsons to the World's End. But if my executrix dies and leaves no male heirs of the surname of Robinson my will and mind is that the whole of my Real Estate shall descend to my next or nearest Male Heir of the name of Robinson and so from thence to the next Male Heir of the name of Robinson from Generation to Generation to the World's End . . ."

Ironically, his executrix was already married to John Smith Harrison; presumably he did not conform to the conditions, and a common recovery action ensued, as a result of which a certain John Robinson was admitted on payment of a fine of £9, and John Smith Harrison and his wife relinquished their claim. At the same Court John Robinson mortgaged the estate to Jeremiah Fassett and the name of Robinson disappears from the record.

In 1797, John Flowerdew was admitted to certain lands on the death of his wife "by the curtesy of England".

indication of the date at which this transfer was effected, but William Boulton is cited as Lord of the Manor in 1828, and until the last recorded Court in 1849. The subsequent history of the Manor is shewn in the Conveyances in 1851 from William Boulton to George Brightwen, in 1883 to Thomas Alfred Rising (died 4th October, 1923, aged 80 years), a solicitor of Great Yarmouth, and finally to the vendor, Olive Amelia Harrod.

The Stewards of the Manor of Runham Cleres were Nathaniel Cowper (1716–1723), Thomas Wakeman (1723–1731), Thomas Milles (1731– ), John Ranney (1742–1774), Thomas Clowes (1774–1779), William Steward (1780–1807), John Freame Ranney (1807–1828), and William Rackham (1834–1849).

The first Court Book records 48 courts over a period of 91 years, and the second, 13 courts in the 41 years 1808–1849. Three of the Courts were almost entirely occupied with Common Recovery actions. The homage after the early years of the 18th Century, usually comprised only two members, one of whom, Mary Crow, a freehold tenant at a Court held in 1743, provided the only instance of a woman juror.

Inclosure took place late in Runham, an Act “for dividing allotting inclosing draining and preserving the open fields Marsh Lands and Fens Commons and Waste Grounds within the Parish of Runham in the County of Norfolk” having been passed in 1805. Few awards under this Act are enrolled; one grantee received  $1\frac{1}{2}$  acres, another a little over 4 acres, and a third a little over 8 acres.

No applications for enfranchisement were shown in the Court Books, but, judging by the decreases in the value of the Manor between 1851 and 1883, there must have been extensive enfranchisement during that period; at the auction in 1883 it was stated that “there are about five messuages and a portion of one, Six Tenements or Cottages, a granary and other edifices, and 68ac. 3r. 11p. of land held by twelve copyhold tenants, and three other tenants holding by free tenure”; the annual quit rents amounted to £3 6s. 0½d., and free rents to 15s. 4d. The fines were certain, viz. 6s. 8d. for a messuage or tenement and 4s. 0d. an acre for land. The custom of descent was to the eldest son (See p.154, Book I).

An interesting feature of this Manor is its association with the Paston family, well known by reason of the Paston Letters, and which is closely linked with the manorial history of Norfolk. Sir John Fastolfe was succeeded in the lordship by John Paston, probably as part of the Fastolfe inheritance which caused so much ill-feeling and litigation in the 15th Century between the Pastons and their contemporaries; in 1477 Sir John Paston was writing to his brother about his manor of Runham. The Pastons were related to the Clere and Brews families, members of which were at some time Lords of the Manor. Some rental renewals, dating from 1726–1783, are available, and at the head of the lists for several years, is the name of the Earl of Yarmouth. This, the second earl, was one of the Paston family, the first earl having been ennobled by Charles II in 1679 for his services to the Crown during the Civil War.

With the second earl, who married a natural daughter of Charles II, dissipated the family fortune in an attempt to sustain this brilliant connection, and died in 1732, the earldom became extinct. The rentals, however, show the Earl of Yarmouth as a tenant in 1747, although with a note “13 years due at Michaelmas 1750”. This rental is later described as “Earl of Yarmouth, now Lord Anson’s” . . . the reference being to Admiral Lord Anson, who had a powerful and lasting influence on the organisation of the Admiralty.

With the conveyance is an abstract of title which includes a very comprehensive category of the rights and privileges formerly attached to the lordship; they include such picturesque descriptions as “liberties of foldage, common of pasture, common of turbary . . . fishings, fowling . . . courts leet, courts baron and other courts, view of Frankpledge and all that to view of Frankpledge did belong reliefs, heriots, fines . . . amerciaments, goods and chattels of felons and fugitives, felons of themselves, outlawed persons, deodands, waifs, estrays. . . .”

The following manorial records will be handed over on completion :

**Court Books**, 1716–1807, 1808–1849 : bound in boards covered with vellum, in fairly good condition.

**10 detached sheets of rental renewals**, for various years from 1726–1783, considerably damaged through repeated handling and refolding.

**Two Auction sales bills**, 1883.

The Vendor is Olive Amelia Harrod, the Executrix of the Will of Edward Harrod, deceased.

The Title shall commence with a will dated 2nd December, 1940.

The Solicitors are Kirby & Co., 62/63 Bells Road, Gorleston-on-Sea, Norfolk.

## LOT 11

## THE MANOR OF THIRNE WITH ASHBY AND OBY

### In the County of Norfolk

Thirne, Ashby and Oby (Owby, or Oby) are small villages, situated close to each other between Yarmouth and the Norfolk Broads, in the Hundred of West Flegg. Ashby is about 10 miles north-west of Yarmouth and 2 miles from Potter Heigham; of its 1,392 acres, 17 acres are tidal water and part is inland water. Thirne is a parish and small village on the Rivers Bure and Thirne. Before the Norman Conquest Thirne and Oby each paid 9d. Danegeld, and Ashby 1s. 3d. The Lordship of Thirne went always with Oby; at the survey in 1086, Robert Bigod, an ancestor of the Earls of Norfolk, had 21 acres of land, 4 of meadow, and half a caracute, of which a freeman had been deprived. The Abbot of St. Bennet-at-Holm had 1 caracute, with 6 bordars, and 8 acres of meadow, 1 caracute in the demesne and half a caracute for the tenants. Blomefield (XI, 146) says that Ashby belonged to the Abbey of St. Bennet, and was a gift of King Canute. At the Domesday survey, it was held by William de Beaufoe, Bishop of Thetford; Jeffrey de Askeby and his wife, Maud, had an interest in lands in Ashby early in the reign of Richard I, and in 1248 William de Sparham sold the manor to Roger and William de Suffield, and in 1286 it was held again by the Abbot of St. Bennet. At the Dissolution, Ashby was, with Thirne and Oby, part of an exchange between Henry VIII and Bishop Rugg of Norwich, and in 1556 it was held by Sir Thomas Woodhouse. The manor of Oby was in the thirteenth century in the hands of Roger Bigod, Earl of Norfolk; it is occasionally mentioned in the fifteenth century Paston Letters.

There is some variation in the name of this manor; in the first Court book, from 1720 to 1743, which is in Latin until 1733, it is called Thirne cum Ashby, and in the second, from 1745 to 1755, Thirne with Ashby; there is then a long gap, the record being resumed in 1803, under the title Thirne with Ashby and Oby, and continuing until 1822. In the next book, 1823 to 1860, the title remains the same, and after another long gap from 1860 to 1897, the last volume, ending in 1925, is still for the Manor of Thirne with Ashby and Oby.

There is no mention by name of a Lord of the Manor in the earliest Thirne with Ashby book, but in 1750 the first General Court Baron of the Right Honourable George William, 2nd Earl of Bristol, was held. The Earl had served for some years in the Army, and later, in 1758, he was Ambassador at Madrid, "filling a difficult position with credit and dignity". His lordship lasted for only a short time, and in 1752 the first Court of the Rev. William Adams, Clerk, with the attornment of the tenants, was held. No other Lord of the Manor is mentioned again until 1808, when William Hurnard held a special Court. He was succeeded in 1836 by the Rev. William Burr Hurnard, who retained the lordship until his death in 1878, when it was sold by his widow, Frances Rose Hurnard, to John Wiseman for £1,460.

The Manor of Thirne with Ashby and Oby passed to Thomas Alfred Rising in 1894, who retained it till his death in 1923, when he was succeeded by his son, Arthur Preston Rising.

There is a very complete record of the stewards of this manor.

The Court Books of this manor show that from 1720 to 1755 Courts were usually held about once a year in Thirne with Ashby. With the resumption of records in 1803, Courts seem to have been held in most years, and in some years there were two or three. Towards the middle of the nineteenth century, an increasing amount of business was transacted out of Court, and after the long interval from 1860 to 1897, during which no records are available, all manorial business until 1922 was conducted out of Court.

There was an Inclosure Act for Thirne in 1809, and several awards were enrolled; other awards had previously been made under the Burgh and Billockby Inclosure Act of 1808, but most grants were made about 1820. After the Copyhold Act of 1844, many proceedings for enfranchisement were taken, but most of the enfranchisements were not effected until the early years of the nineteenth century.

Almost all the proceedings enrolled in this manor, in and out of Court, were enrolments of admissions, surrenders, mortgages, deaths of tenants, copyhold or freehold, and latterly, enfranchisements.

Occasionally there were small departures from the usual Court routine, for instance when Robert Alexander was presented for non-payment of quit-rent; in 1814 it was presented by the homage that John Wigg "... hath suffered two messuages holden of this Manor to fall into decay and become wasted, therefore he is amerced five shillings And it is ordered by the Lord that he do rebuild the said messuages before the twenty ninth day of September next, under paid of 40s. . . ." At the same Court it was presented that "James Marston hath not rebuilt his messuage which he suffered to become wasted, and therefore is ordered to rebuild the said messuage before the feast day of St. Michael the Archangel next ensuing upon pain of forfeiting his lands. . . ." John Wigg was later, after default, also threatened with forfeiture.

The most interesting tenant in the record is the Right Honourable Alexander, Earl of Home, admitted in 1813. He inherited on the death of his grandmother, Abigail Ramey, the widow of John Ramey, a former Steward of the Manor, under John Ramey's will of 1793. The lands mentioned were in Clippesby, Billockby, Ashby, Oby, Thirne and Stickling, the holding in Thirne with Ashby being 19ac. 3r. In 1821, there was a common recovery action relating to this property, as a result of which the Earl of Home's son "... commonly called Lord Dunglas" held it for his lifetime, after which it passed to Robert Marley.

There was a conditional surrender (called a mortgage when dealing with freeholds) in 1816 by James Howes to "... the Stewards of a certain Society called the first established friendly Society of Ormesby Saint Margaret meeting at the house of Martha Tarrant . . . called by the name or sign of the Royal Oak. . . ."

A large number of the tenants in this manor were clergymen and it would seem that until 1850 the See of Norwich had an interest in them.

The "documents of title", as distinct from the "Manorial documents", relating to this Manor are of unusual interest. Among them is a Lease for 21 years dated 23rd November 1850 bearing the seal and signature of "The Right Reverend Samuel Hinds Father in God, Lord Bishop of Norwich", and the Reverend William Burr Hurnard. A conveyance of the Manor dated 4th March 1858 and made between John Thomas Pelham, D.D., another Lord Bishop of Norwich, and William Burr Hurnard had to be approved by the Church Estates Commissioners and bears the signatures and seals of The Right Honourable Henry Thomas, Earl of Chichester, The Right Honourable Charles Viscount Eversley and the Right Honourable Spencer Horatio Walpole, Member of Parliament. The seals of the Bishops are of special interest.

In this manor the custom of descent on intestacy was to the eldest son and the fines on death or transfer were "certain"—4s. 0d. an acre or 6s. 8d. for each messuage. Until the middle of the nineteenth century defaulters in suit of Court were amerced 3d.

The following manorial documents will be handed over on completion :

**Court Books :** Manor of Thirne with Ashby (alias Thirne with Ashby and Obey) 1720-1743 ; 1745-1755 ; 1803-1822 ; 1822-1860 ; 1897-1922. These books are in a variety of bindings.

The Vendor is Olive Amelia Harrod, the Executrix of the Will of Edward Harrod, deceased. The title shall commence with a Will dated 2nd December, 1940. The vendor's Solicitors are Messrs. Kirby & Co., 62/63 Bells Road, Gorleston-on-Sea, Great Yarmouth.

NOTE :—A Search still has to be made at the Historical Manuscripts Commission for a record of any other Manorial documents in other persons hands.

## LOT 12

## THE MANOR OF HARLESTON

with its Members

In the County of Norfolk

Harleston is a small town in Norfolk, on the River Waveney, a short distance north of the Suffolk border, and about twenty miles by road from Lowestoft. Administratively it is now joined with Redenhall, one of its original members, and with its other members—Starston, Mendham, Denton, Rushall, Langmere, Alburgh and Wortwell, it formed, in the Middle Ages, a very extensive manor.

Blomefield (vol. V, p. 355) says that it was anciently called Herolf'ston and Herolveston, from Herolf, a Danish leader who came with Sweyn, King of Denmark, into these parts at about the year 1010 to subdue the East Angles and bring them into their power. He did this so effectively that he was able to seize their lands and settle there. His settlement was then very small, containing, according to Blomefield, only 25 acres. At the Domesday survey it was recorded as being divided into two parts, of which 13 acres were held by Fredo. Harleston, which at that time consisted only of the "Middle Row" so frequently mentioned later in the manorial records, was joined with Mendham, and was a hamlet and chapel of ease of the parish of Redenhall.

The manor was in the Hundred of Earsham, and Blomefield says that it was then, and always had been in the Norfolk family, and that the only freehold houses were those called the Stonehouses, where Blomefield rather fancifully supposes that a cross or stone had once been set up by Herolf. Richard de Herolveston settled there in about 1109, and took his surname from the place, and one of his descendants, Sir John Herolveston, was often mentioned in the English Chronicles for his martial exploits, and from him descended the family of the Harlestons.

In the Middle Ages, Harleston was granted a weekly market on Wednesdays, and two fairs—one at Midsummer, and the other granted to Roger Bigod, Earl of Norfolk and Marshal of England, by Henry III in 1259. The Earl held a Hundred Court here every three weeks, and he received the tolls for the markets and fairs, and had grant of free warren and assize of bread and ale.

The two earliest Court Books for this manor are very difficultly legible; the latter part of them dates from the reign of Queen Elizabeth I. It is evident from these records that from the earliest times each of the "villes" in the manor was called upon annually to elect and appoint "a serjeant for the collection of the Lord's Rents" for the ensuing year. These entries were enrolled each year in a specified form, which was repeated meticulously until 1806, although at that time the spaces for the name of the "serjeants" (who had quite often been women tenants) had been left blank for nearly fifty years.

The proceedings of the Courts were in Latin until early in the eighteenth century, except for the period of the Commonwealth from 1651 to 1660, when all the Courts, with the exception of a second Court in 1651, were recorded in English. Until early in the seventeenth century, the Courts were held regularly every year, "on the Thursday next following the feast of the Translation of St. Edward", in the third week in October, but there were occasional Special Courts. Later, the Courts were held much less regularly, but still averaged about one a year.

Little information is obtainable from the Court Books on the earlier Lordship of the Manor; no Lord is referred to by name until 1664, when the first Court of "the Noble Henry Howard, brother and heir-apparent of Thomas Duke of Norfolk" was held. The dukedom of Norfolk had been in abeyance since 1572, when the fourth Duke was beheaded for complicity in a plot against Queen Elizabeth I. His heirs were attainted, and the dukedom was not restored until the first Parliament of Charles II after the Restoration in 1660. The attainder on the family had, however, been lifted by James I, and it is possible that the lordship was held by the Arundel branch of the family before the Civil War. The fifth Duke (the Thomas referred to above) was a lunatic living in Padua (*Encyc. Brit.*, article Howard), hence the conduct of the Court by his brother. The Manor continued to be held by the following Dukes until about 1868: Henry Frederick (1677–1701)—his Courts being conducted during his minority by Francis, Lord Howard of Effingham; Thomas (1701–1749); Charles (1777–1807); Charles (1807–1816); Barnard Edward (1816–1842); Henry Charles (1842–1856); Henry Granville (1856–1861); Henry (1861–1868). Henry was an infant, born in 1847, and was the last Duke of Norfolk to be Lord of the Manor. It seems probable that on attaining his majority he relinquished

the Lordship to William Martin Hazard, who is recorded as Lord in 1873. From 1885 to 1888, Mary Elizabeth Ann Hazard, widow, and Sterling Westhorp were named as Lady and Lord of the Manor, and John James Winter and Edmund Cubitt Francis were Lords jointly from 1889 to 1893, when the Manor devolved on Thomas Pratt and William Henry Hazard jointly. After 1908, the lordship remained solely with the Hazard family, William Henry remaining as Lord until his death, presumably in 1927, when probate of his will was granted. The records end with a compensation agreement, under the Law of Property Act, 1922, in 1934, between Christopher Martin Hazard and Rosalind Anne Hazard, Lord and Lady of the Manor, and Sir Edward Mann.

Stewards in this Manor were Richard Morphew (1642-1648); Edmund Clarke (1664-1669); Osmund Clarke (1684-1706); Richard Benney (1701- ); Thomas Bramston (1749-1756); Gardiner Harwood (1757-1793); William Foster, deputy Steward (1794-1803); Robert Hurst, Barrister-at-Law (1803-1817). He was followed by John Muskett (1818-1859) and later by William Leedes Fox, Edward Bellasis, Serjeant-at-Law, and John Rackham Miles. When William Henry Hazard and Thomas Pratt were joint Lords, one of them usually conducted the Courts in person. George Carthew, deputy steward to Robert Hurst, figures prominently in the records in the middle of the nineteenth century.

In the early Courts, there were long lists of tenants, in which the homage were indicated by "jur" or "sw" written against their names; in some cases as many as 70 names were enrolled. Ultimately the homage was reduced to two or three, and disappeared entirely after 1874. Amercement of tenants for default in attendance at Court was general until 1810, and was then infrequent until a final amercement, at the usual scale of 3d. a head, was imposed in 1865.

Most of the transactions until the early nineteenth century dealt with the transfer, on death, or sale, or mortgage, of copyhold property. There does not appear to be a specific reference to any Inclosure Act which included this Manor, although there are many references to licences to inclose or to continue inclosed, especially in the early eighteen hundreds. After the passing of the Copyhold Acts of the middle of the century, an increasing amount of business was transacted out of Court, although William Henry Hazard sometimes held two or three (usually short) Courts in the same year in the early part of the present century, dealing mainly with acknowledgements of free tenure, often followed by enfranchisement.

In 1824 a licence was granted to Thomas and Edward Kerrick "to enclose and continue inclosed . . . One Rood and Twenty-two Perches . . . further to enclose the same with a proper Bank and Ditch. Also to make and forever after to keep and maintain a convenient watering Place for the convenience and accommodation of the owners and occupers of Houses and buildings on or adjoining the said Common".

In 1825 the homage presented that "the Reverend William Whitear and Charles Etheridge have respectively inclosed part of the Lord's waste in Starston without leave or licence from the Lord of this Manor". At the same Court the homage presented that "Henry Thirkettle, a copyhold tenant, had cut down and carried away three lime trees standing and growing on land copyhold of this Manor without the licence of the Lord of the Manor". Samuel Strowger and Cornelius Mason were presented for "cutting and carrying away two cartloads of Flag from off the Common called Harleston Common". Earlier presentations were "for not laying open a butcher's stall lately enclosed"—presumably an encroachment, which cost Edward Andrews 13s. 4d. in 1656. Henry Fenn was fined 3d. "for not thatching a house that was Sam. Newson's under pain of a fine of 6s. 8d. if not amended by Christmas next". In 1659, John Parson was fined 3d. "for suffering his mucke to lie in his yard to the annoyance of the neighbours and he is commanded to amend the same before 25th December next, upon paine of 6s. 8d."

In 1755 "At this Court comes John Say, Gent., as agent for the Honorable Horatio Walpole, Esq., Lord of the Manor of Dickleburgh, and paid an acknowledgement of Two Guineas for taking and carrying off one Poplar Tree from off Langmere Common being the property of his Grace the Duke of Norfolk, Lord of the Manor of Harleston".

In 1818, "the tenants of Rushall Hall farm belonging to Bethel Hospital have cut down and carried away several poplar and white-bark trees standing and growing on the waste lands of the Lord of the Manor in Redenhall and converted the same to their own use without licence and the said Governors of Bethel or their tenants have made several encroachments on the waste lands in Rushall without licence." At the next Court "the Governors of the Bethel Hospital compounded with the Lord of this Manor for having cut down and carried away several poplar trees from off the Lord's waste adjoining the Rushall farm by paying the sum of . . ." (amount omitted).

An interesting entry in 1832 is the acknowledgement of Ann Holmes, widow, to hold of the Lord the submanors of Redenhall, Coldham, Holbrook, Redenhall on the part of Alburgh cum Wortwell, and Hawkers, in respect of each of which a small relief was paid.

Two prominent landowners in Harleston were the Thomas and Henry Kerrick previously mentioned. Thomas was described as "late of Redenhall with Harleston . . . but now of the City of Florence in the Grand Duchy of Tuscany". The brothers owned a large number of public-houses, including the Green Dragon, the White Horse, the Blue Bell, the King's Head, the Half Moon, the Dog and Partridge, and the Royal Oak. There is a reference in the sale of the Green Dragon to a stable ". . . with a Muckbin formerly the site of the Lord's Pound . . . subject to the expence of building a new Pinfold for the Lord as occasion shall require." Another reference is to "a Tenement and Bake Office . . . in the Middle Row of Harleston, opposite the Cook's stool there . . ." and "a building thereto adjoining and a building at the end thereof now or late used as a Cage for disorderly persons".

As late as 1920 the grant was made by William Henry Hazard of a licence to draw water from the pond on the Lord's waste called Harleston Common for the purpose of building certain houses adjoining the said Common for the period of twelve calendar months, paying the Lord of the Manor for the time being the sum of ten shillings per calendar month and a shilling fine or acknowledgement of the said leave and licence.

The manorial documents to be handed over on completion, which are of unusual interest, are listed below :

**Court Books :** 1684-1707 ; 1691-1710 (Duplicate) ; 1736-1788 (Duplicate) ; 1642-1683 ; 1789-1822 (Duplicate) ; (3A) 1823-1857 ; (4A) 1857-1934 ; (3) 1707-1748 ; (4) 1749-1788 ; (5) 1789-1823 ; (6) 1823-1869. **Early Hundred Court Book** (*circa* 1570).

The vendor is C. M. Hazard who will convey as beneficial owner and the title will commence with a Conveyance on Sale dated 21st October, 1893.

The Vendor's Solicitors are Messrs. Lyus, Burne and Lyus of 2 Mount Street, Diss, Norfolk.

## LOT 13

# THE MANOR OF SURLINGHAM EARLHAMS Cum LITTLE BREECH IN ROCKLAND

In the Parish of Surlingham

In the County of Norfolk

The small village of Surlingham lies a short distance south of the road joining Norwich and Yarmouth, and is about five miles from Norwich. It lies in a loop of the River Yare, hence its name—"the village of low meadows on the south side of the water". According to Blomefield (vol. V, p. 462) the original manor was in several parts at the time of Edward the Confessor, the chief manor being held by Ulmetel the Dane. After the Conquest it was given to Roger Bigod, "of whom it was held by Ethard de Vaux at the Domesday survey". He says that at that time the town was a mile long and half a mile broad, and paid 19d. to the geld towards every 20s. tax laid on the hundred.

After being owned by Godric the sewer and Alnot the Saxon, the manor was held in 1215 by Roger de Veteri Ponte or Vipond. It later came to John de Earham, from whom part of its present name is derived, and in 1272, when the Lord of the Manor was William de Carleol, a minor, in the custody of Sir Richard de Boyland, it is recorded as having "assise of bread and ale". In 1285, Sir Thomas de Helgaton or Hellington owned it, and joined it to his manor of Little Breche in Rockland, which thereafter passed with it. In the fourteenth, fifteenth and sixteenth centuries it was owned by the families of Helgaton, Latimer, Briant, Dacer, Baxter, Lucas, and Naunton in succession.

After this time the history of the manor can be followed in the series of Court Books and Minute Books which will be handed over on completion, covering the years from 1610 to 1893. Most of the Court Books, bound in boards covered with vellum, are in reasonable condition, although in the first of them several leaves have been stained and the feet of the pages rotted by damp. The earlier records, except for the period of the Commonwealth, are in law Latin; the Courts—General Courts Baron—were at first held regularly on the 6th of December, the feast of St. Nicholas, Bishop, but later in the seventeenth century a second court was sometimes held on or about the 28th of September.

The first volume, from 1610 to 1651, includes the period of the Civil War; after 1648, the royal superscription is omitted from the captions of the courts, and at subsequent courts only a date is given. The proceedings of the last court in this volume are for the first time in English, and the date is given as "the yeare of our Lord God accordinge to the Computacon of the Church of England One Thousand Six Hundred and fifty one"; this is the only occasion on which this form of words is used. The first mention of a Lord of the Manor by name in these Court Books is of Robert Gawdy (1621-1639), followed by George Gawdy (1639-1642), and Humfrey Rant (1642-1661). No Stewards are identifiable in this book. Although the manors of Surlingham Earlhams and of Little Breech in Rockland were under a single lordship, the tenants were at first separately listed and separately amerced for default in attendance at Courts. Some courts were purely formal, no business being done, although defaulters were amerced 6d. or 4d. The lists of tenants in this volume are very long, as many as 50 names being enrolled on some occasions; usually twelve jurors were sworn. 50 courts were held in the 41 years covered by this book. The second book, from 1652 to 1705 comprises 53 Courts. It is perhaps significant that no Courts were held from 14th April, 1665 to 6th December, 1667; this includes the period of the Great Plague, and it is probable that at that time any kind of public assembly would be discouraged for fear of infection.

At the opening of this book, just after the execution of King Charles I, the record is in English, and continues so until 1659. The headings for the Courts are the simplest possible statement of the relevant particulars, with the dates. After the Restoration in May, 1660 the use of Latin was resumed, and the superscription of the reigning monarch restored.

The first Court of William Rant, son of Humfrey Rant, was held in 1661; in 1681, another Humfrey Rant held his first Court, but his lordship lasted for only two years, and he was succeeded by his heir, Thomas Rant, who held the manor till 1720. It was held successively by James Rant and William Rant, who sold it, towards the middle of the eighteenth century, to James Bransby of Shottesham. On 27th June, 1793 was held



the First Court Baron of "Mauritius Newton Starch Esquire" in the right of Ann, his wife (nee Houghton) and on 20th July, 1813 Robert Fellowes held his First Court in person, his Steward being Joseph Sewell.

The Courts were held "at the Ferry House in Surlingham" and the proceedings relate almost entirely to transfers of copyhold land "per virga" in the early books, and "by the rod" later—surrenders, inheritances, mortgages, proclamations of the deaths of copyhold tenants—and acknowledgements of free tenure in respect of freeholding.

In the 49th year of the reign of George III there was passed "An Act for inclosing lands in the parishes of Strumpshaw and Surlingham in the County of Norfolk", and in subsequent Courts there were numerous admissions of the tenants to whom common land was awarded in compensation for their properties or rights taken from them under the Award. They included the Earl of Rosebery, with only one acre, and "the Trustees of the Poor of Postwick", who were awarded 5½ acres.

The fines payable to the Lord of the Manor on the inheritance or alienation of land were arbitrary, i.e. based on twice the annual value of the property dealt with. In some Manors the fines were "certain", i.e. twice the amount of the annual rent, possibly only a few pence.

As a result of the Copyhold Acts of 1841 onwards, which encouraged enfranchisement of copyhold land, the proceedings of manorial courts became greatly reduced and there were only five courts in the fourteen years ending in 1893. At one of these, in 1886, no business was presented. The stewards during the nineteenth century were George Sewell, Joseph Blake (1835–1843), George Durrant (1845–1859), Frederic Fox and Thomas Colman Fox, who, as Steward or Deputy Steward, conducted all the Courts from 1873 to 1893.

Few prominent people appear to have been associated with this manor. A certain Sir John Potts was a party to a transaction in 1658, and was later amerced one shilling for default in suit of Court, while the names of the Earl of Rosebery and Sir William Beauchamp Proctor also appear.

An interesting feature in these records is the use of the word "furlong" as a description—for instance, "Company Furlong", "Brokenhill Furlong", and "Freamer Furlong". There are a number of picturesque names, such as "ffuzz Ground", "Bride's Bush", "Loadway", and "Charitye's Croft".

The handwriting in these books shows wide variations in styles of calligraphy and legibility. As is usual, much of the handwriting in the late seventeenth and early eighteenth centuries is very elegant and easily read.

Blomefield mentions that there was another Manor in this parish called "Surlingham with Bartwich, Panclose and Verdons annexed".

The following records will be handed over :—

**Court Books** : Lib. 1 (1610–1651) ; Lib. 2 (1652–1704) ; Lib. 3 (1705–1720) ; Lib. 4 (1720–1765) ; Lib. 5 (1766–1854) ; 1854.

**Minute Books** : 1823–1854 ; 1854–1875 ; 1879–1893.

The Vendor is Harold George Cushion of Surlingham, Norfolk, and he will convey the Manor as beneficial owner. The title shall commence with a conveyance on Sale dated 23rd October, 1920.

The Solicitors are Messrs. Gilbert & Co., 12 Upper King Street, Norwich, Norfolk.

## LOT 14

**THE MANOR OF WELHAMS AND REEZES****In the Parishes of Stratton St. Mary and St. Michael Wacton,****Mourning Thorpe, Moulton, Ferncett and Tharston****In the County of Norfolk**

According to Blomefield (vol. V, p. 202) the Manor of Welham's was granted by the Strattons, from their Manor, to the Welholms and it belonged in 1274 to Robert Welholms. In 1285 Alex de Welholms, who had a leet or a View of Frank-pledge, and Assize of Bread and Ale, on condition that he paid 8d. a year to the King's Bailiff of Depwade Hundred, for that liberty was Lord.

In 1345 Robert de Welholm and Stephen his son, held the Manor at half a fee, and half a quarter of a fee of Sir John Inglose who held it of Isobelle, Queen of England. She held it of the King, as heir to Montreat, the Lord of Rising Castle.

In 1401 John Brusyard held it. Later it was purchased by Sir John Herling, and after that date it passed as Stratton Hall Manor, the customs being the same and the Courts being held at the same time.

The Demesne Lands were later severed from the Manor, which, after belonging to the Bootys, was owned by John Howse.

In 1249 Ralf de Stratton held it at one fee and was fined for not being a Knight. In 1274 Roger de Stratton was Lord, in 1315 Thomas Staunton; about 1318 Thomas Picot; in 1325 it was released to Nicholas Picot. Later Lords were Sir John Walweyn (1341) John Dengaune, Thomas, son of Robert de Bumpstede of Norwich and Alice, his wife, Roger de Herdegrey of Norwich (1358), William de Wreningham, John de Berney, John de Bonyingham and others. Later Lords were John Rees (1404), William Rees, John Kirtling, Robert Park and Sir Robert Herling. Thereafter the Manor attended the Manor of Stratton Hall.

In 1449 the Site and demesne lands were conveyed by Richard Baxter and Thomas Swayn to William Alnwyk, Bishop of Norwich, Sir John Fastolf and Sir Henry Inglose, as Trustees for Thomas Ludham and Thomas Howes, John Fastolf and the heirs.

Subsequently John Paston, heir to Sir John Fastolf, was Lord and the Manor eventually passed to John Homes who was Lord at the time of publication of Blomefield's *History of Norfolk*. Somewhat fuller information with regard to the course of succession of the Manor can be obtained by reference to that History, Vol. 5, page 202.

According to that Historian, Sir John Fastolf referred to above is believed to have been, with Sir John Paston, Shakespearian character of Sir John Falstaff.

After being held by Sir Robert Herling the Manor devolved in company with the Manor of Stratton Hall. The customs and transactions in this Manor also followed the pattern of those in Stratton Hall and the first extant Court Book (1693-1725) contains entries in respect of that Manor for the same period. Subsequent proceedings were enrolled in separate Books and the Lord for the time being for the Manor of Stratton Hall is entitled to production and delivery of copies of the Court Book referred to.

As regards customs of the Manor the eldest son succeeded to copyhold Lands on intestacy and the fine on death and alienation were arbitrary, i.e., based upon two years' Net Annual value of the copyhold property. Forfeiture was the penalty for a tenant felling timber without licence, allowing buildings to fall into disrepair, etc.

The following are a few instances of proceedings at the General Courts Baron 10th November, 1831 at a Court held for the Reverend E. Burroughs, the Homage presented and declared that from time immemorial the sole right in all timbers, woods, underwood and furze growing on all the wastes and commons of the Manor and of planting, taking and filling the same had been in the Lord or Lords of the said Manor for the time being and no other person.

At a Court held on 12th June, 1881 there was an award of Enfranchisement in which the sum of £100 8s. 8d. was the amount awarded as consideration for the extinguishment of the Manorial Rights and

Incidents including the Minerals and Sporting Rights. The property enfranchised was called Short Carr and contained 9 acres.

At a Court held on 9th July, 1889, the third proclamation was made on the death of William Ringer requiring the person entitled to the property on his death to come into Court to be admitted thereto. As nobody came seizure of the property was awarded.

At a Court held on 28th November, 1839 it was presented that George Howell of Stratton St. Mary, bricklayer, acknowledged in writing that he has taken and carried away from the common called Wood Green within the Manor and the Manor of Stratton Hall or one of them a quantity of soil (to wit), several loads of clay without the consent of the Lord of the Manor in whom the Right to and sole interest in the soil of the waste and common land within the Manor was vested. It was recorded that the Lord of the Manor upon the petition of the said George Howell consented to waive all further proceedings, upon his paying as an acknowledgement of the Lords right, a fine of 2 shillings.

The documents of title, which will pass to the purchaser on completion and relate also to the Manor of Stratton Hall, are of special interest. The conveyance of 21st October, 1910 to the late Henry Edwards Paine contains a detailed description of the rights intended to be included in the sale of the Manor to him, namely, "All Royalties Rights of Turbary (i.e., to lift and carry away turf), felling and taking away of timber, gorse and underwood and of planting and re-planting the same and the commonage and rights of commonage in over and upon the commons appendant or appurtenant to the said Manors commonly called the Crow Green or Rays Green Common and the Ratts or Reezes or Rays Green or Common situate in the said County".

The records to be handed over are :

**Court Books** : 1693-1725 (with Stratton Hall) ; 1725-71 ; 1772-1826, 1826-92 ; 1893-1928, Duplicate 1825-42.

**Particulars** (compiled 1910) of tenants, properties, rents, enfranchisements (including Sir Charles Harvey of Raynethorpe Hall, land in Tharston £35 ; Geoffrey Fowcel Buxton, land in Tharston £10).

The Vendor is Mr. R. Ludkin who will convey the Manor as beneficial owner. The title shall commence with two deeds dated 21st October, 1910.

The Solicitors are Messrs. Raper & Co., 55 West Street, Chichester, Sussex.

## LOT 15

## THE MANOR OR MANORS OF EAST HALL AND WEST HALL, COCKLEY CLEY

### In the County of Norfolk

The village of Cockley Cley lies about 5 miles south-west of Swaffham. According to Blomefield (vol. VI, p. 36) in the Domesday Book it was referred to by the names of Cleia, Cleiatorpa (that is, Cleie-Thorp), and Cley, and he suggests that it takes its name from the stream or river that rises at the head, Claybrook, and runs through the midst of the town and so to Goderstone and Oxburgh, where it falls into the River Wissey. A local inhabitant, however, told the writer that he was sure that the name of the stream was Gadder and that its name was obtained from the Village of Goderstone mentioned above.

Blomefield mentions four Manors in this parish, viz., "West Hall, Langwade, East Hall and Earl Warren's Manor". At the time of the Confessor, East Hall and West Hall Manors were, he says, owned by two freeman, but later both Manors were held by the Earl of Norfolk and thereafter they appear to have been treated as one Manor. "At the time of the Domesday Survey the Manor was found to be in the King's hands, the Earl of Norfolk having forfeited it for his rebellion and it was farmed for the King by Godric". Later it was given by the King to Alan, Earl of Richmond and held of the Honour of Swaffham by William Fitz Richard.

Coming down to more modern times we find on 20th October, 1665, that the first Court of Richard Bedingfield was held and his Steward was Thomas Thornley. Simon Bagge appears as the first named member of the Homage. He also appears in most of the subsequent Courts and later on was followed by John Bagge, Junr. The Bagges were an important family in the Swaffham, Narford and Pentney districts.

On 20th October, 1709, was held a "General Court with Leet" when Jacob Crow, Junr. was appointed constable for the Village. At a Court held on 5th August, 1714, Francis Chandler was appointed sub-constable.

On 26th October, 1715, at a Court Baron with Leet, the jury presented inhabitants in default of attendance at Court and fined them sixpence each. This Court was held at the Office of the Steward, Christopher Bedingfield.

On 13th May, 1742, Charles Bagge, a copyhold tenant of the Manor, did "out of Court, according to the custom of the said Manor, surrender by the Rod out of his hands into the hands of the said Manor by the hands of James Crow, a copyhold tenant of the said Manor, in the presence and testimony of William Thompson, Thomas Fish, also two copyhold tenants of the said Manor, All and Singular the messuages lands tenements and hereditaments whatsoever of him the said Charles Bagge, holder by copy of Court Roll of the Manor aforesaid, To the use and behoof of the last Will and Testament of the said Charles Bagge".

At a General Court Baron of Sir Henry Bedingfield, Baronet, held on 13th November, 1746, before Richard Dashwood, Esq., Steward of the Court, William Bagge, Samuel Bagge, John Bagge, all acknowledged that they held "certain lands and tenements in Cockley Cley aforesaid by Free Deed Fealty Suit of Court and yearly rents of 5/-, 4/- and 4/10d. respectively 'for a relief'".

On 3rd June, 1762, Henry Pigg was admitted under the Will of Thomas Pigg and paid a fine of £6 5s. 0d. The entry of his admission is followed by a paragraph reading:—

"And because the said Henry is an infant of the age of 20 years or thereabouts the custody of his body and also of his land and tenements is committed to Robert Collison, his Guardian, to receive the rents and profits provided for the said infant and render an account when he shall there unto lawfully be called".

On 21st March, 1786, and 23rd January, 1794, Courts were held "at the house of Sir Richard Bedingfield, Baronet, Lord of the said Manor situate in Oxburgh in the County of Norfolk".

At a General Court Baron held on 3rd April, 1786, Robert Harvey, Gentleman, first appeared as Steward. At a Court held on 9th May, 1791, the Homage presented all persons who owed Suit and Service at that Court and had that day made default in their appearance and fined them threepence each as against sixpence.

On 23rd January, 1794, a Court was held at the Mansion House of Sir Richard Bedingfield, Bart., in Oxburgh in the County of Norfolk.

On 14th February, 1797, a special Court Baron was held in the presence of John Dashwood, Esq., Lord of the said Manor at the dwellinghouse of Thomas Crowe in 2 Cockley Cley.

On 16th August, 1810, there was another special Court Baron and it was held again before John Richard Dashwood, Lord of the said Manor, without any mention of his Steward.

On 28th December, 1842, is enrolled a special Court Baron of Theophilus Russell Buckworth, Esq., Lord of the said Manor, held on Wednesday, the 28th day of December, 1842, pursuant to the powers and by virtue of Act of Parliament passed in the fourth and fifth years of the reign of Her Majesty Queen Victoria entitled "an Act for the Commutation of certain manorial rights in respect of land of Copyhold or Customary Tenure and in respect of other lands subject to such rights and for facilitating the enfranchisement of such land and for the improvement of the service." Charles Bonner was the Steward for this Court.

On 10th July, 1905 was held a special Court Baron of Theophilus Russell Buckworth before Charles Edward Bonner, Steward. Thomas Johnson Leppings of Wormegay, Norfolk, retired Colonel, was admitted as the only son and heir at Law of William Leppings, late of King's Lynn who died on 9th May, 1876 and paid a fine of £5 12s. 6d. It was the custom in this Manor for fines to be based on two years' annual value of the property being dealt with. This is called a "Fine Arbitrary" as opposed to a "Fine Certain" which was the technical term for a fine based on twice the quit rent payable by the tenant each year. Although the Lord would in such a case receive only a very small payment as compensation for enfranchisement of the Copyhold property the tenant nevertheless might have a substantial amount to pay as the fees payable to him as Steward and the cost of the enfranchisement Deed would normally amount to several guineas.

We now get a new Lord of the Manor as from 16th June, 1921, a special Court Baron was held for Edmund Van Houlte Blyton held before Henry Aubrey Blyton as Steward. At this Court George FitzRoy Archdale was admitted to three undivided fourth parts or shares of and in all that messuage and tenement being a Public House called the "Cock" situate in Cockley Cley with the outhouses, garden and homestead containing one acre (more or less) thereto adjoining and belonging. These premises were then or were lately in the tenure of John Denny.

On 14th September, 1925, at a special Court Baron held under the said E. V. H. Blyton, the said G. F. Archdale of Hunstanton, Brewery Director, was admitted to a moiety of a moiety, i.e., one quarter in the "Cock Inn". The fine on this occasion was £7 10s. 0d.

On the 9th October, 1925, Mr. Blyton entered into an enfranchisement Deed with the said G. F. Archdale in respect of the "Cock Inn" and the total payable was £52 3s. 0d. It was specially mentioned in the Deed that all mines and minerals within and under the land enfranchised were included in the Deed.

As regards the further devolution of the Manor up to the present day the facts are as follows :

On 27th July, 1913, a Receiving Order was made against the said Richard Buckworth and on 21st December, 1913, Albert Henry Partridge, Accountant of 2 Gresham Buildings, Basinghall Street, in the City of London, conveyed the Manor to the said E. V. H. Blyton of Spalding, Lincolnshire, Solicitor, by the following description :

"ALL THOSE the several Manors or Lordships or reputed Manors or Lordships of East Hall and West Hall in Cley otherwise Cockley Cley in Norfolk together with all Royalties, Fines, Heriots, Rents, Suits and Timber Mines and Minerals and all other rights and members privileges, easements, appurtenances, then belonging to the said Manors or Lordships respectively. The custom of descent on intestacy was to the eldest son".

The Manorial Documents to be handed over on completion are as under :

**Court Rolls** : 1608-1620 ; 1665-1696 ; 1676-1703 ; 1700-1754 ; 1756-1925.

**Minute Books** : 1700-1765 ; 1746-1786 ; 1800.

**4 Rent Rolls.**

**Index or Docquet.**

**Survey, 1581.**

**Fee Book, 1923.**

A search at the Public Record Office reveals that there were also Court Rolls (with other Manors in the County of Norfolk in the Honour of Clare) 1772-1774 (Exch. L.R. List). There is also a Court Roll 21-22 Henry VII in Lord Stafford's Muniment Room at Swymmerton Park, Stone, Staffs. and a draft View of Frankpledge, 1599, in the Bury St. Edmunds and West Suffolk Record Office. Court Rolls 35-36, Henry VII ; 37 Henry VIII—2 Edward VI are held at the Public Record Office (General Series).

Further, there are Court Books 1579–1580, 1588 and 1609–1616 (with other Manors) held at the Central Library, Norwich.

These documents, not in the hands of the Vendors, have not been examined and the Vendors cannot guarantee that they are as stated. Perusal of them may be of interest to a purchaser. They cannot, of course, be handed over to a purchaser, though, as Lord of the Manor of East Hall and West Hall, a purchaser would, under the Manorial Documents Rules, have the right to inspect and take copies of any documents relating to his Manor. It may be found that they relate only to the other Manors in the parish.

NOTE:—At the time of the compilation of these particulars the Vendors' solicitors have been informed by Sir Peter Roberts, Bart., that he is the Lord of the Manor of Cockley Cley and that the Vendors are not entitled to sell the Manor of East Hall and West Hall. The Vendors' solicitors are investigating this claim.

The Vendors sell as Personal Representatives of the Late E. V. H. Blyton and the title shall commence with a Conveyance dated 31st December, 1913, from the Trustee of the Estate of Richard Buckworth to the said E. V. H. Blyton. The Vendors' Solicitors are Messrs. Roythorne & Co., 5 Broad Street, Spalding, Lincolnshire.

## Lincolnshire

LOT 16

### THE MANOR OF SPALDING CROWLAND

The Manor of Spalding Crowland lies in the Holland division of Lincolnshire, a few miles south-west of the Wash, in an extensive Fenland area. According to Allen's *History of Lincolnshire*, 1823 (vol. I, p. 380 *et seq.*) the whole of Holland was, before the Conquest, held by Algar, Earl of Mercia; after the Conquest, William gave the land to his nephew, Ivo Taillebois. This manor appears always to have been associated with Spalding; Spalding Priory was founded in 1059, when Thorgold of Buckmenhall, Sheriff of Lincoln and a special benefactor to Crowland Abbey, granted the manor to that house for the relief of its necessities, after the monks of Crowland had suffered severely from a famine. Fairly early in their histories, a feud developed between the two Abbeys, which evidently marks the beginning of the separation between them. Allen's *History of Lincolnshire* says that "Ingulphus, abbot of Croyland, endeavoured all he could to retain Spalding under his jurisdiction, but he could not prevail against the superior influence of the Earl of Angiers. . . ." Ingulphus "also accuses him (the Earl) of wresting from Croyland, on the accession of King Wm. Rufus in 1087, by his great influence with the King, all the Lands belonging to his demesne in Cappelad (Whaplode), Spalding, Pinchbeck, and Algare. . . ." Later, there were disputes respecting the boundary of Croyland Marsh; this involved appeals and counterappeals to the reigning monarchs, Richard I and John, each abbey trying to outbid the other in—money for the favour of the King. The Priory of Spalding increased in wealth and importance, and in the 13th Century the priors claimed the lordship of the villis of Weston, Spalding, Moulton and Pinchbeck with wreck of the sea for three leagues along the coast, free warren and fisheries in several places; the manor in 1294 was valued at £515 0s. 7d. (Add. MSS. 5814, fol. 94).

In 1448, the commoners of Spalding and Pinchbeck appealed successfully against the encroachment by Leonard Lord Wells and Margaret, his wife, Duchess of Somerset. In one of the armed raids on the common land, John Ankes, one of the tenants, was killed, and the results of the appeal vindicated the commoners' rights and imposed a payment of £100 as compensation to the widow of John Ankes. In about 1496, Robert, Prior of Spalding, caused the assize or due weight of bread, and strength and measure of beer to be very punctually observed, and ordered weighers and tasters for that purpose.

At the Dissolution of the Monasteries, Allen observes that "there were strange shufflings and tricks played about this time between the heads of (religious) houses and the vicar-generalls commissioners"; the last prelate to hold the title of Lord Prior of Spalding was Richard Palmer, alias Elsyn or Nellson, who appears to have commuted his priority for a pension of £133 6d. 8d. a year. The Manor remained in royal hands, for in the 17th century it was part of the jointure of Catherine of Braganza, queen of Charles II; at her death it devolved upon Anne, Duchess of Monmouth and Buccleugh, widow of James, Duke of Monmouth, Charles II's illegitimate son, who was beheaded by James II for treason in 1685.

The holdings of this Manor must have been distributed over a very wide area, for an Indenture of Bargain and Sale between James Clutterbuck and Sir Everard Buckworth, executed in 1761, refers to "all that Manor and site of the Manor of Spalding Crowland situate in Spalding, Pinchbeck, Cowbitt, Prackhill, Surfleet and elsewhere in the County of Lincoln . . ."—an area of some 30 square miles.

The Court Books of Spalding Crowland give a continuous history of the Manor from 1698 to 1925, except for a period from 1711 to 1727, during which there are no records of Courts. Lists of admissions were, however recorded by the Steward at the time, and it would have been unusual at that time for transactions to be effected out of Court. The Court proceedings, between 1698 and 1735, were in Latin, with many abbreviations, and after that period were in English. One Court Book, covering the years 1698 to 1806, contains a repetition of the Court records enrolled in three earlier books; the Latin of Book A is translated into English, and the book is, for the most part, written in a beautiful hand. Most of this book was probably copied in the late eighteenth century, for the translation from the Latin is certified and signed by Nathaniel North at Spalding in 1781. The recopying of these books, which must have been a considerable task, makes it clear that no further information had become available about the gap between 1711 and 1727.

The first name mentioned in the Court Books as a Lord of the Manor is that of George Hill, 1698–1700; in 1701, the Manor was held by a group consisting of William Copeland, Thomas Harrington, and, later, Jonathon Mills and William Thompson, who were probably trustees. From 1702 to 1711, and perhaps later, it was in the hands of Francis Hayes, and from 1727 to 1732 in those of Charles Hayes. From 1735 the long history of the Buckworths as Lords of the Manor goes on until 1909, in the persons of Everard (1735–1748); Everard (1752–1760); Everard the Younger, Theophilus the Younger, Sir Everard (1762–1774); Theophilus (1774–1802); Thomas (1802); Theophilus Russel (a minor, 1803–1873); Everard Theophilus (1873–1884); Richard (1884–1909). The Manor passed from Richard Buckworth to Edmund van Houtte Blyton in 1909, ending the remarkable record of the Buckworth family as Lords of the Manor for nearly two hundred years. During the 19th Century, three of the Lords were minors, and in 1873, Pleasance Buckworth is named as acting for the infant Everard Theophilus. Sir Everard is the only member of the family shown as holding the baronetcy, and it seems probable that the direct line had died out, and that his successor was a nephew.

The Stewards in this Manor were also, for considerable periods, members of the Buckworth family; for many years after 1701 Theophilus Buckworth held this office, which was also held by members of the family from 1735 to 1760. Sir Everard seems to have discontinued this practice, possibly considering it incompatible with the dignity of a baronet. Other Stewards were Maurice Johnson (1698–1701); John Weyman (1727–1732); A. S. Stukeley (1762–1768); Fullwood Sanderson (1769–1788); Samuel Dinham (1789–1798); Thomas Foster (1798–1815). The Bonner family were Stewards for 90 years, from 1817 to 1906, and were followed by E. V. H. Blyton (later Lord of the Manor) and Henry Aubrey Blyton, who relinquished the Stewardship in 1923.

The earlier Courts were held fairly regularly each year, and sometimes twice a year, except during the long break between 1711 and 1727. Many of the later Stewards, and notably Charles Foster Bonner (1866–1890) were punctilious in holding Courts and recording them legibly and elegantly. The homage in the earlier Courts sometimes consisted of as many as twelve tenants, but in the middle of the eighteenth century the number was reduced to two or three. The amercement for default in attendance at Court was for most of the time fourpence; it had been twopence in the seventeenth century, and for a short time in 1758 it was sixpence. At the first General Court Baron before Theophilus Buckworth in 1702 thirteen tenants attorned and paid one penny each as an acknowledgement of their fealty.

An Inclosure Act "for draining, dividing, allotting and inclosing the said Commons or Fens, the said open Commons and Fens and certain Drovers and Waste Lands in Spalding and Pinchbeck . . . in respect of land allotted by the Enclosure Commissioners in lieu of rights of Common . . ." was passed in 1801. Evidently squatters who had established themselves with houses and portions of the Commons, were able to convince the Commissioners that they had vested rights, and presented their allotments for enrolment in the Court Records. The Quakers' Society appears to have acquired land in this way.

Most of the business transacted in all Courts was, as is usual, the transfer of copyhold property on death or sale or mortgage, the acknowledgement of free tenure and proclamations for heirs on the death of copyhold tenants. In the later Court Books, there are many instances of enfranchisement after the Copyhold Acts of 1841 and 1854. The first enfranchisement recorded is of about  $1\frac{1}{2}$  acres in Cowbit Waste, on payment of £17, with the proviso that the owner's widow could not claim dower; another enfranchisement is that of the land held by the Great Northern Railway in respect of the Spalding and March line. A usual figure for compensation was about £13 per acre for land, but the basis of calculation for houses and buildings is not clear. The largest payment at this time (1866–1890) was £410 for 33 acres; £350 was paid for the enfranchisement of one messuage or mansion house, the site of the "Elephant and Castle", with three cottages and an acre of land, and the charge for the "Loggerheads" public house was £74 9s. 2d.

The earlier records contain many instances of presentations by the homage for breaches of manorial obligations. In 1737, William Day and Alice Charleston failed to repair the causeway alongside their copyhold properties—a serious matter in a low-lying area liable to flooding from the Wash and the River Welland. They were warned that they would be fined if the repairs were not effected within a certain time; they both defied the Courts and were fined. William Day had submitted by 1740, but Alice Charleston continued the offence until 1748. Warnings about the maintenance of the causeway were frequent, a clergyman in one case being presented for default. In 1737, five customary tenants were presented for a nuisance “in the throwing of their dirt and filth into the street”, and were given a month to remove the nuisance, under pain of fines. At one Court Baron it was presented that the kitchen or parlour of a copyhold property had been pulled down; the tenant was given twelve months to rebuild it, under pain of the forfeiture of the whole copyhold. A Thomas Buckworth, probably the father of Theophilus, was presented for failing to repair property held in his name. On a complaint lodged at Court, the homage found it true that a certain copyholder had encroached and built upon two feet of the north side of a public passage, but there is no record of a penalty being exacted. Another tenant devised a house and three acres of land without the Courts’ permission, and the property was forfeited to the Manor; another committed a nuisance by making a window in her house overlooking the garden of John Weyman, Esq.—probably the John Weyman who was Steward in 1727.

Licences to fell timber were enrolled—in 1737 a copyholder was allowed to cut down timber on his own land on payment of 7s. for cutting timber to the value of £7.

There were a number of ancient trusts for the poor including those of Cowbit, Spalding and Southwick. The trust deed for Southwick directs the Trustees “to apply the clear profits of the said lands to the poor and needy of the people of Southwick as are not breakers of their neighbours’ hedges nor stealers of wood . . .” a significant reminder of the value of wood in a poorly timbered region. A mortgage is recorded of three cottages to a Society with the unusual name of “The Spalding 457th Starr Bowkett Building Society”.

References to Graziers, Drovers, and Droves recall the times when animals from the North, destined for the London Market, were driven by road and “lodged” for a time in parts of East Anglia to recuperate before actually being driven to the London pens.

Other appellations now no longer current are Yeoman, Liquor Merchant, Cordwainer, Oatmeal Maker, Resiant. *Jacob’s Law Dictionary* (1739) defines Resiant Rolls as “Rolls containing the Resiants (i.e., Residents’) names of a Tithing, etc. which are to be called over by the Steward on holding Courts Leet”.

The following Manorial Documents will be handed over on completion :

**Court Books** : A (1698–1760) ; B (1698–1806, recopied) ; C (1762–1797) ; D (1798–1839) ; E (1806–1825) ; F (1840–1866) ; G (1866–1890) ; H (1891–1925).

**Draft Court Roll** (1902–1925).

**Particulars of Rents of Cowbit, Spalding, Weston, Pinchbeck and Moulton, 1751.**

**Fee Books** (1820–1827) ; (1885–1925) ; (1925–1927).

**List of Tenants in Spalding and Pinchbeck** (undated) ; (1886–1903).

**Six Minute Books** (1766–1859).

**Spalding Survey, 1710.** The first page of the Spalding Survey of 1710, made when the Manor was owned by the Duchess of Monmouth and Buccleugh, is very ornamental and a reproduction has been used as a cover for this catalogue.

The Vendors are the Trustees of the Estate of the late Edmund van Houtte Blyton, deceased, and will convey as trustees.

The title will commence with a Conveyance on Sale dated 21st October, 1909.

The Vendors’ Solicitors are Messrs. Roythorne and Co., 5 Broad Street, Spalding, Lincs.



## LOT 17

**THE MANOR OF BARROW****In the County of Lincolnshire**

The Parish of Barrow upon Humber is in the Wapentake of Yarborough, and lies two miles east of Barton upon Humber in the Part of Lindsey in the County of Lincolnshire. It is a straggling village, with a long disused market place at one end of it; a ferry crosses the River Humber to Kingston upon Hull a little to the west of it. A ferry was once a franchise of the Manor, and the Court records mentioned the Ferry House.

Between the years 657 and 675 A.D., King Wulfhere of Mercia founded a monastery here, which was built by St. Chad when he was Bishop of Lincoln. When Bishop Wynfrid was deposed from the See of Mercia, he took refuge in the monastery and lived there until the end of his days. It was destroyed during the Danish invasions and was never rebuilt.

Before the Norman Conquest, Earl Morcar had nine carucates and two bovates of land rateable to gelt; the total land was then eighteen carucates and a half. At the Domesday survey, Drogo de Beurere had three carucates in demesne, with fifty sokemen holding two carucates and seven villeins with eight caracutes; there was a mill valued at 13s. 4d. yearly. The annual value in King Edward's time was 32ls. but at the survey it had decreased to 15ls.

Barrow was formerly the seat of the Cornish family of Tyrwhit.

The Manor of Barrow can well be termed a "Royal Manor", for it belonged to successive Kings and Queens of England until 1858. On October 11th of that year, by Deed Poll under the hand and seal of the Honourable Charles Alexander Gore, the Commissioner of Her Majesty's Woods, Forests, and Land Revenues, the Manor was conveyed, under the authority of Acts of Parliament of George IV and of Queen Victoria, from the Crown to Adam Jessop and George Bradley, both of Castleford in the County of York, for the sum of £5,050, which was paid on 11th October, 1858. In the Deed, the property was described as:

"All these the Manors of Barton Barrow and Gouxhill otherwise Goxhill in the County of Lincoln And all the rents and yearly sums or money commonly called Rents of Assize Chief Rents Quit Rents or Copyhold or Customary Rents to the said Manors or either of them in any wise belonging or appertaining And also all Court Leets View of Frankpledge Law days Courts Baron Customary Courts and other Courts whatsoever and except as in hereinafter excepted all services franchises customs custom works forfeitures eschiefs reliefs heriots fines post fines upon or for or in respect of descent or alienation of Copyhold or Customary estates issues amerciaments perquisites and profits of Courts and Leets and every of them goods and chatels of felons and fugitives felons of themselves and outlawed persons Clerks convicted and of persons out in exigent waifs estrays deodands tolls and profits of Fairs and Markets and all rivers streams waters watercourses weirs dams stanks mill pools fisheries fishing hunting hawking and fowling rights, rights royalties jurisdictions privileges immunities forfeits commodities advantages emoluments and appurtenances whatsoever to the said Manors or either of them respectively belonging or in any wise appertaining.

Save and except and reserving to Her Majesty Her Heirs and Successors the several Demense lands of the said Manors described in the Schedule hereunder written and all other demesne lands (including any lands below high water mark at ordinary spring tides) within and parcel of the said Manors or either of them other than the soil of any waste lands above high water mark at ordinary spring tides belonging to the said Manors or either of them.

And Also except and reserving all seignorial and other rights of whatsoever description upon over or in respect of the said several demesne lands and hereditaments herinbefore reserved to Her Majesty."

The Deed provided that the Manor, subject to a perpetual annual pension of £1 1s. 8d. to the Vicar of Barrow should vest in Adam Jessop and George Bradley and their heirs and assigns, and that where the manor abutted on the River Humber, high water mark at ordinary spring tides should be deemed and taken to be the boundary. This deed was entered in the book of sales No. 24, page 447 in the offices of the Commissioner of Woods and Forests and Land Revenues on 20th October, 1858.

By a deed executed in 1859, Bradley's half share of the manor was conveyed to Jessop for the sum of £1,000, the rent charge of £1 1s. 8d. being apportioned between them. Adam Jessop died in 1884, having

appointed Charles Lockwood and W. F. L. Horne his executors, and by the terms of his will the manor was sold upon trust. The purchasers were Henry Edwards Paine and Richard Brettell, of Chertsey in the County of Surrey, and the purchase price £1000. In 1893, Brettell conveyed his half share of the Manor to Paine, and the rent charge to the Vicar of Barrow was discharged by a payment of £12 6d. 5d., which was agreed by the Rev. Leonard Sydney, described as "Officer Incumbent of the Benefice of Barrow on Humber". By his will dated 10th September, 1914, Mr. Paine devised all his manors to the Mesdames E. E. and C. C. Freeman in equal shares, and upon the death of the survivor of them the Manors were vested in Trustees under their respective wills. After the appointment of new trustees, the Manor of Barrow, together with a number of other manors, was conveyed to John Lionel Beaumont of Coggeshall.

The Courts are described as "View of Frankpledge with Great Court Leet", or as "Courts Baron". By custom, the former Courts were held "within a month next after the feast of Easter"; Courts Baron were held usually about once a year, but not at regular times. Until 1385, manorial officers were appointed at the Courts Leet—two constables, two dikereeves, two pinders, a coal metter and, occasionally, a crier. In the flat lands bordering the Humber, and probably subject to flooding, the duties of the dikereeves, in maintaining the banks and ditches, must have been anything but nominal. The term "metter", for an officer appointed to ensure correct weight and quality of coal, is seldom encountered elsewhere, the usual form being "meter" (*Jacob's Law Dictionary*, 1739). The duties of the pinders included the seizure and impounding of straying cattle, and at a Court held in 1833 "it is ordered that the Pinders shall take for every stallion Ass which may be found straying on the roads or lanes within the Manor, Five Shillings for the poundage, some very dangerous accidents having occurred by their being suffered to be at large."

At the Courts Baron, the usual manorial business of enrolment of admissions to copyhold tenancies, the presentation of the deaths of tenants of the manor and proclamations for heirs, the surrenders, absolute or conditional, of property, was transacted. Until about 1835, it was customary to swear a large number of jurors, under a foreman, but after this date the references to the home are very casual, only two being named, followed by the words "and other suitors of the same Court." Most of the proceedings were very impersonal, but occasionally there is a more human touch, as, when dealing with a trust for Rebecca Bethell in 1837, "it shall be independent of the Control or Engagement of her present or any future Husband, who shall not be allowed to interfere or meddle therewith", or, in another case, "Esther Benniworth and her heirs shall be for ever barred and excluded by these presents", or that Joseph Trickett should inherit property, subject to the condition that he should take the surname of Dent. A transaction involving an insolvent debtor shows the rather inhuman treatment accorded to such people; the debtor was in this case a bankrupt sloop owner. Other references to shipowners and shipwrights indicate the maritime interests of this Manor, and other local industries are shown by the licences to dig clay for bricks, tiles, and pottery; the Enclosure Maps frequently mark brickyards and potteries. There are references to tanpits, drying and other sheds, and to a skin yard, one of the tenants being Daniel Jones, Fellmonger.

In the early nineteenth century, there are several references to awards under the Barrow Inclosure Act. In one case a corn rent was payable to the Vicar of Barrow, of £52 10s. 0d. per annum, "in accordance with a charge made by the Commissioners on Inclosure of Barrow." In 1728 Richard Beck left an endowment in his will for the education of poor children in exchange for some land.

No amercements appear to have been imposed for default in attendance at Court. The custom of descent was to the eldest son.

~~According to the documents of title, nearly 3 miles of foreshore abutting on the south bank of the River Humber form part of this Manor.~~

The Manorial Records to be handed over the to purchaser on completion are as under :

**Court Books** : (1762-1780); (1784-1799); (1800-1806); (1806-1813); (1814-1830); (1833-1843); (1843-1849); (1849-1858); (1858-1864); (1864-1872); (1872-1880); (1880-1887); (1887-1893); (1893-1906); (1906-1923); (1923-1935).

**Rental Books** containing particulars of rents and description of properties in Barton, Barrow, and Goxhill; nine books in all, with rentals dated 1858, 1892 to 1907 and 1909 to 1929.

**Three Registers** of Copyhold properties.

**Books** containing Tenants' names and descriptions of properties corrected to 1911.

**Particulars of Tenants and Parcels** and details of enfranchisements, etc., compiled by the Stewards in 1890 and brought up to date from time to time with red ink or pencil amendments. These records date from the ownership of the Manor by Paine and Brettell, when Messrs. Beaumont and Son, Coggeshall, assumed the offices of Stewards.

**Minutes of Courts**, 1858 to 1917.

**Index to Names of Tenants.**

**Particulars of Customary Freehold Rents**, corrected to 1893.

**Ordnance Map**, scale 6in. to Mile, 1886, showing parts of Barrow upon Humber, Barton upon Humber, and Goxhill. River Humber shown with New Holland pier. (The middle of the river divides Yorkshire from Lincolnshire).

**Bundle of papers** relating to Messrs. Paine and Brettell's purchase.

**General correspondence** between Tenants of the Manor, Stewards, and Lords and Ladies of the Manor.

**File** containing draft Compensation Agreements, etc., 1926-1933.

**Barrow Award** : Copy of part only of the Enclosure Award.

The Vendor is John Lionel Beaumont, and the title will commence with a Conveyance on Sale dated 8th July, 1890.

---

LOT 18

**ARMORIAL PEDIGREE**

An Armorial Pedigree prepared in 1630 for Sir Robert de Naunton (1563-1635) a Court Official in the reign of Queen Elizabeth I, Secretary to James I and Master of the Court Wards, tracing his descent from before the time of William the Conqueror through twenty generations of the Flower of English and Scottish Nobility.

The Scroll, of vellum, is four feet wide and fourteen feet long, and is emblazoned in Gold and Silver leaf and colour, with one hundred and seventy Coats of Arms, including those of Waltheof Earl of Northumberland (1076) David 1st and Malcolm, Kings of Scotland, Simon de Montfort, the Cantelupes, Glanvilles, Boviles and the de Veres. There are also ten copies of Grants and Charters, and a drawing from the Funeral Brass of Sir William de Bovile, a Crusading Knight.

The payment for this Lot shall be by cash or cheque. If the latter the date of the "delivery" of the scroll to the buyer will be at the discretion of the Auctioneers.

## GLOSSARY

**Acknowledgement of Free Tenure.** There were free as well as copyhold tenants. They 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 death and transfers like copyhold tenants.

**Admission.** This for the formal ceremony of 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.

**Ale-Conner, Aletaster.** An officer appointed to see that the strength and measure of ale and beer were maintained at the approved standards. (See Assize of Bread and Beer).

**Amercement (Amerciament).** 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.

**Assize of Bread and Beer.** A grant to a Lord (e.g., a Mayor, or Lord of the Manor) of the right to appoint officers to see that the weight and quality of bread, and the measure and strength of beer, conformed to the approved standards. Failure to observe these standards was, by a Statute of Henry III, punished by offenders being set in the pillory.

**Attainder.** The process followed, especially in cases of rebellion and treason, to convict high-ranking persons. The proceedings were undertaken by Parliament, and, on conviction, the penalty was usually death, and the forfeiture of property by their heirs, who were then said to be "corrupted in blood". This debasement could be removed only by an Act of Parliament, for instance the removal of attainder, in 1660, on a Duke of Norfolk executed in 1572.

**Attornment.** The acknowledgement, usually with a nominal payment, of fealty to a new Lord at his first Court.

**Bailiffs.** Bailiffs collected the Lord's rents, levied his fines and ameracements, and effected the distraint and seizure of property on the instructions of the Courts.

**Beer.** See Assize of Bread and Beer.

**Bordars.** Frequently mentioned in the Domesday survey. They were tenants who had a cottage and a small parcel of land. They had a less servile state than villeins, and Jacob (*New Law of Copyholds*, 1739) says that they had a feudal obligation to supply the Lord with eggs and poultry.

**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 primogeniture. This custom prevailed in many Manors in Essex and Suffolk. 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**).

**Bread.** See Assize of Bread and Beer.

**Carucate.** A land measure frequently met with in the Domesday survey. Jacob's *Law Dictionary* gives two definitions "as great a portion of land as may be tilled in a year and a day by one plough", and "a hundred acres".

**Common.** "That soil whereof the Use is common to this or that Town or Lordship", or a profit that a man has in the land of another person, usually in common with others, e.g.:

**Common of Estovers:** The right to take wood in reasonable quantities.

**Common of Pastures:** The right to graze "commonable" animals, i.e., horses, oxen, cows and sheep on land held in common, which did not extend to goats, hogs, and geese.

**Common of Piscary.** The right of fishing in another man's waters.

**Common of Turbary.** The right to dig turf on another man's land ; this could not exclude the owner of the land.

**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.

**Counter.** The name given to two prisons in the City of London, the Wood Street Counter and the Poultry Counter.

#### **Courts.**

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

2. **Customary Court.** At this Court the copyholders attended. In more modern times this distinction was not always adhered to.

3. **Court Leet.** The full style of this Court was "The Court Leet with View of Frankpledge" 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 goal 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).

**Court Books.** Books in which the Court proceedings were enrolled. They superseded the original parchment rolls, in most manors, early in the seventeenth century.

**Court Rolls.** Rolls made of parchment "membranes", thonged together, on which the proceedings of Courts were inscribed. The use of these rolls occasionally lasted well into the eighteenth century.

**Customal.** 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 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.

**Danegeld.** A tax or tribute of 1s. 0d. and later 2s. 0d. on every hide of land, imposed to pay off the Danes when they invaded England in the time of Ethelred. After having been released by Edward the Confessor, it was reimposed by William the Conqueror.

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

**Deodand.** Meaning a custom under which any inanimate object which caused the death of the tenant of a Lord of any Manor was, upon being found guilty, declared to be forfeited to the Lord of the Manor in which the death occurred. No Lord enjoyed this "royalty" unless he had a specific grant from the King.

**Dikereeve.** An officer appointed in a manorial Court to supervise and be responsible for the maintenance of dykes and drains in fenny country. (Also Dykereeve).

**Disseizin.** The dispossession of a tenant from his lands by another.

**Dole.** From a Saxon word meaning a part ; if a meadow was divided into several shares, it was called a dole-meadow.

**Dower.** See **Freebench**.

**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.

**Estovers.** See Common of Estovers.

**Estray.** Any beast that is not wild, found within a Lordship and not owned. It is to be cried and proclaimed at the two next Market towns on two Market Days, and if not claimed within a year and a day, belongs to the Lord of the Liberty. (Jacob).

**Faldage.** See **Foldage, Liberty of.**

**Fee (fief).** Estate held by grant of a superior Lord, for which rents were paid or services performed.

**Feoffee.** One to whom the possession of property has been granted by a Lord, in return for rents or services.

**Felons' Goods.** The goods of felons and fugitives were forfeit to the King, who could grant the right to seize such goods to Lords of Manors.

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

**Foldage, Liberty of.** A privilege reserved to a Lord of setting up folds for his and his tenants' sheep in order to manure the land.

**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.

**Free Warren.** The privilege of keeping "Hares and Conies, Partridges and Pheasants" on open land, granted by prescription or grant from the King. This was a valued privilege in the Middle Ages, when conies (rabbits) supplied fresh meat in winter when no other was available.

**Fugitives' Goods.** See Felons' Goods.

**Gavelkind.** The custom of inheritance in equal shares by all the sons in a family when the father died intestate. Jacob says that this was the custom in Saxon times, and was retained in Kent because the Kentish men were undefeated by the Conqueror, who imposed the rule of primogeniture over most of the country.

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

**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 be continued 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.

**Hog-reeve.** An officer appointed at Court Leet to enforce the manorial customs regulating the times and places during which hogs were allowed to run freely on the land. He had to ensure that hogs were ringed, so that they could not root in the soil and he could impound them, if necessary, and fine the owners.

**Homage.** A jury in a Court Baron, consisting of tenants that did homage to the Lord of the fee. They enquired and made presentment of defaults and deaths of tenants, admissions and surrenders, etc., in the Lords' Court.

**Hundred.** Originally a part of a county containing a hundred families, or which supplied the King with a hundred able men for his wars. This division was said to have been first ordained by Alfred the Great in the ninth Century.

**Leet.** See **Courts.**

**Merchet or Marchetum.** The right of a 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 Westmorland*, Glossary).

**Meter or Metter.** An officer appointed at a manorial Court to ensure the correct weight of coal sold within the Manor.

**Outlaws, Goods of.** Outlaws' goods were forfeit to the King, who sometimes assigned them to Lords of Manors. This appears to have been a very doubtful privilege, as goods might have to be restored if the outlawry was reversed. (Jacob).

**Oyer and Terminer.** "A commission directed to the Judges and other Gentlemen of the County to which issued, by virtue of which they have power to hear and determine Treasons and all manner of Felonies and Trespasses." (Jacob). These powers were only very exceptionally granted to Lords of Manors; special commissions could be appointed to enquire of oppressions of Under-Sheriffs, Bailiffs, etc.

**Pannage.** The food on which hogs lived in the woods, especially beech mast and acorns. Also used for the money collected by the King's officers in royal forests for the feeding of hogs.

**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 tenant 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.

**Pindar.** An officer appointed at a Manorial Court to impound straying animals, the owners of which were liable to a fine.

**Piscary.** See Common of Piscary.

**Pound.** An enclosed place to keep in beasts, but especially a place of strength to keep cattle that are distrained or put in for any trespass done by them. The oversight of parish pounds was the duty of the Steward of the Leet and default was punishable.

**Relief.** See Acknowledgement of Free Tenure.

**Reputed Manor.** According to the strict legal definition of a Manor which had been so far reduced as to have less than two freeholders. There are, however, in the various authorities, several variations of this definition.

**Resiant.** A resident.

**Rouncey.** Often occurs in the Domesday survey. A carthorse (also Rowney, Runcinus.)

**Secondary.** A deputy-head, e.g., Secondary of the Wood Street Counter—the deputy-head of a prison in the City of London.

**Seizin or Seisin.** The right to possession of property; to be seized of—to have possession of. Also Dis-seizin—deprivation of possession of property.

**Serjeant.** Jacob describes it as "a word diversely used in our Law, and applied to sundry offices and Callings". Serjeants may be highly qualified legal officers, or, at the other end of the scale, tenants appointed in a Manorial Court to act as "serjeants to collect the Lord's rents" in outlying villis of a Manor.

**Socman (or Sokeman).** A tenant who held by no servile tenure, but commonly paid rent to the Lord as a "Soke" or sign of freedom (Jacob).

**Stank, Stanch, a Staunch.** A weir designed to restrict the flow of a stream.

**Vill.** (Village). Usually the out-part of a Parish, consisting of a few houses separate from it.

**Villein.** This occurs often in the Domesday survey. A villein was man of servile condition, tied to and sold with the land on which he served; the Lord could put him out of his lands, goods and chattels, and chastise but not maim him.

**Waifs.** Goods which are stolen and "waived"—i.e., left by the felon on his being pursued—which are forfeited to the King, or to a Lord of the Manor who had the "Franchise of Waif" (Jacob).

# STATUTORY INSTRUMENTS

1959 No. 1399

## MANORIAL INCIDENTS AND RECORDS

### The Manorial Documents Rules, 1959

*Made* - - - - 7th August, 1959  
*Coming into Operation* - - 1st September, 1959

I, Raymond, Baron Evershed, Master of the Rolls, in exercise of the powers conferred upon me by subsection (7) of section 144A of the Law of Property Act, 1922(a), hereby make the following Rules:—

1.—(1) In these Rules, unless the context otherwise requires:—

“Manorial documents” means court rolls, surveys, maps, terriers, documents and books of every description relating to the boundaries, wastes, customs or courts of a manor, but does not include the deeds or other instruments required for evidencing the title to a manor or agreements or draft agreements relating to compensation, or any documents which came into being after 31st December, 1925;

“Lord of the manor” means the lord for the time being of the manor, or any person entitled to manorial documents;

“Record repository” means the Public Record Office, any public library, museum, or historical or antiquarian society to which manorial documents are transferred in pursuance of a direction given by the Master of the Rolls under subsection (4) of Section 144A of the Law of Property Act, 1922, and any repository approved by the Master of the Rolls as a place of deposit for manorial documents under Rule 5 hereof.

(2) The Interpretation Act, 1889(b), applies to the interpretation of these Rules as it applies to the interpretation of an Act of Parliament.

2. The lord of the manor shall cause all manorial documents in his possession or under his control to be kept and used under conditions suitable for their safe and proper preservation and shall upon request furnish to the Master of the Rolls particulars of all such documents.

3. The lord of the manor shall inform the secretary of the Historical Manuscripts Commission whether any manorial documents in his possession or under his control are damaged or decayed, or whether he is unable to preserve them under proper conditions, in order that proposals may be made for the repair or better preservation of the documents; and the lord of the manor shall, so far as he is able, give effect to any such proposals.

4. Every change in the ownership of manorial documents shall be notified by the new owner to the secretary of the Historical Manuscripts Commission.

5. The lord of the manor may deposit manorial documents for their better preservation in a repository approved by the Master of the Rolls, and documents so deposited shall be deemed to remain under the control of the lord of the manor.

6. The controlling authority of the repository shall furnish to the lord of the manor and to the secretary of the Historical Manuscripts Commission an inventory in the form set out in the Schedule hereto of any documents deposited in pursuance of the last foregoing Rule.

7. Where any manorial documents are transferred to the Public Record Office or to any public library, museum or antiquarian society in pursuance of a direction given by the Master of the Rolls under sub-section (4) of section 144A of the Law of Property Act, 1922, the Keeper of Public Records or the

(a) 12 & 13 Geo. 5. c. 16.

(b) 52 & 53 Vict. c. 63.



governing body of the public library, museum or historical or antiquarian society, as the case may be, shall cause to be furnished to the secretary of the Historical Manuscripts Commission an inventory of the documents in the form set out in the Schedule hereto, and shall not without the consent of the Master of the Rolls permit any such documents to pass out of his or their custody.

8. The controlling authority of a record repository shall cause all manorial documents to be kept and used under conditions suitable for their safe and proper preservation and shall comply with any directions from time to time given by the Master of the Rolls in that behalf.

9. Whenever requested by the lord of the manor or the Master of the Rolls, the controlling authority of a record repository shall produce manorial documents to him or in accordance with his directions.

10. The controlling authority of a record repository shall on payment of the prescribed fees permit manorial documents to be inspected at all reasonable times by any person interested in land enfranchised by or under the Copyhold Act, 1894(a), or the Law of Property Act, 1922, and shall permit the taking of copies of such documents; and shall also, with the consent of the lord of the manor, permit the inspection of manorial documents, and the taking of copies thereof, for the purpose of historical research.

11. No manorial documents may be removed outside England and Wales without the consent of the Master of the Rolls.

12. The Manorial Documents Rules, 1926(b), are hereby revoked.

13. These Rules may be cited as the Manorial Documents Rules, 1959, and shall come into force on the first day of September, 1959.

Dated the seventh day of August, 1959.

*Evershed, M.R.*

(a) 57 & 58 Vict. c. 46.

(b) S.R. & O. 1925/1310 (Rev. IV, p. 843 : 1925, p. 881).

1963 No. 976

## MANORIAL INCIDENTS AND RECORDS

## The Manorial Documents (Amendment) Rules 1963

Made - - - - 21st May, 1963  
Coming into Operation - - 10th June, 1963

I, Alfred Thompson, Baron Denning, Master of the Rolls, in exercise of the powers conferred on me by section 144A(7) of the Law of Property Act 1922 (a) and section 7(1) of the Local Government (Records) Act 1962 (b) hereby make the following Rules:—

1. These Rules may be cited as the Manorial Documents (Amendment) Rules 1963 and shall come into operation on 10th June 1963.
2. The Manorial Documents Rules, 1959(c) shall be amended as follows:—
  - (1) in rule 1(1), in the definition of the expression “record repository”, for the words “any public library” there shall be substituted the words “any local authority, public library”; and after the words “subsection (4) of section 144A of the Law of Property Act, 1922” there shall be inserted the words “or that subsection as applied by section 7(1) of the Local Government (Records) Act 1962”;
  - (2) in rule 7, for the words “any public library” there shall be substituted the words “any local authority, public library”; and after the words “subsection (4) of section 144A of the Law of Property Act 1922” there shall be inserted the words “or that subsection as applied by section 7(1) of the Local Government (Records) Act 1962”; and for the words “the Keeper of Public Records or” there shall be substituted the words “the Keeper of Public Records, the local authority, or”; and
  - (3) in the Schedule, after the words “under subsection (4) of section 144A of the Law of Property Act 1922” there shall be inserted the words “[or where appropriate under subsection (4) of section 144A of the Law of Property Act 1922, as applied by section 7(1) of the Local Government (Records) Act 1962]”.

Dated 21st May 1963.

Denning, M.R.

## INDEX OF PERSONAL NAMES

	<i>Lot</i>		<i>Lot</i>		<i>Lot</i>		<i>Lot</i>
Adams, Rev. William ..	11	Bridge, J. L. . . . .	8	Cornwall, Earl of ..	4	Fellowes, Robert I ..	13
Alan, Earl of Brittany and Richmond . . . . .	2, 5, 9, 15	Brightwen, George ..	10	Coustos, Elizabeth ..	9	"    Robert II ..	13
Alan Niger, Earl of Brittany	5	Bristol, George William, 2nd Earl of ..	11	Cowper, Nathaniel ..	10	Fenn, Henry ..	12
Alan "the Savage" ..	5	Britesse, Robert ..	11	Crawford, Rev. W. H. ..	8	Firmin, Peter ..	1
Algar, Earl of Mercia ..	16	Broughton, John ..	6	"    Elizabeth ..	8	Fiske, John ..	4
Allen ( <i>History of Lincolnshire</i> )	16	Brusyard, John ..	14	Crabtree, John ..	4	FitzRichard, William	15
Andrews, Edward ..	12	Buckle, William ..	11	Cremer, Ann ..	11	Flowerdew, John ..	9
Angiers, Earl of ..	16	Buckworth, family of	16	Cressy, Hugh de ..	3	Foster, Thomas ..	16
Ankes, John ..	16	"    Everard ..	16	Cross, Frederic ..	4	"    William ..	9
Ann, widow of John Covell ..	4	"    "    the "    Younger ..	16	Crow, Jacob ..	15	"    William ..	12, 13
Anson, Admiral Lord ..	10	"    Pleasance ..	16	Crowe, Thomas ..	15	Fox, Frederic ..	14
Archdale, G. F. ..	15	"    Sir Everard ..	16	Croxton, John ..	9	"    Thomas ..	5
Arthur, Prince ..	5	"    Richard ..	15, 16	Crowfoot, Richard ..	4	"    W. L. ..	13
Askeby, Jeffrey de ..	11	"    Theophilus ..	16	Cuddon, James ..	1	Francis, Edward C. ..	12, 13
		"    Theophilus the "    Younger ..	16	"    James the Younger	1	Fraunton, family of	14
Bacon, Sir Francis ..	9	"    Russel ..	15, 16	"    F. T. ..	1	Frederick, H. P. ..	12
Bacon, Nicholas ..	9	Bucclough, Duchess of	16	Dacre, family of ..	13	Frodo ..	13
Bagge, Family of ..	15	Bumpstede, Robert de	14	Dashwood, John ..	15	Gage, Anthony and William	6
"    Charles ..	15	"    "    wife of ..	14	"    John Richard ..	15	"    Frederick ..	6
"    John ..	15	Burrighs, Rev. E. ..	14	Dawson, G. A. P. ..	6	"    Henry Martin ..	6
"    Simon ..	15	Burgh, Hubert de ..	7	"    Thomas P. ..	6	"    Charles ..	6
"    Samuel ..	15	Buxton, G. F. ..	14	Day, William ..	16	Gawdy, Robert ..	13
Barne, family of ..	4	Buxton, Robert ..	2	de Beaufoe, William, Bishop of Thetford ..	11	"    George ..	13
"    Frederick ..	4	Buxton, John ..	7	de Clere ( <i>see</i> Clere) ..	10	Gardiner ..	15
Barnes, Samuel ..	13	Calthorp, Sir Francis ..	9	Dengayne, John ..	14	George IV, King ..	17
Bax, Gibbs & Co. ..	6	"    Sir William ..	9	Denny, John ..	15	Godric ..	10, 13, 15
Baxter, family of ..	13	"    King ..	11	de Vallibus, family of	5	Goldington, William ..	8
"    Richard ..	14	Capel, Sir Giles ..	8	"    Sir John ..	5	"    Thomas ..	8
Bayland, Sir Richard ..	13	"    Sir William ..	8	de Veres, Earls of Oxford ..	18	Godfrey, Thomas ..	9
Bayspoole, Edmund ..	10	Capon, Charles Henry ..	4, 5	de Vere, Aubrey ..	1	Goodey, Mary ..	1
Bayning, Paul ..	5	Carleion, William de ..	13	"    Sir John ..	1	Gore, Hon. Alexander ..	17
Beaumont, Eliza ..	6	Carter, Humphrey ..	13	"    Robert ..	1	Greenacre, Robert ..	12
"    H. F. ..	1, 5, 8	Carthew, George ..	12	"    Roger ..	1	Grimsey, John ..	5
"    Joseph ..	5, 6, 7	Catherine (Katherine) of Braganza ..	16	Dinham, Samuel ..	16	Grimston, Sir Harbottle	4
"    J. L. ..	3, 5, 8, 17	Chad, St. ..	17	Downes, Robert ..	5	Guador, Ralph, Earl of Nor- folk and Suffolk ..	5
"    & Sansom ..	3	Chandler, Francis ..	15	Downing, Lady ..	4	Guerrth ..	10
Bedingfield, family of ..	15	Chaplin, — ..	15	Drury, H. J. ..	8	Hacon, family of ..	4
"    Christopher ..	15	Chapman, Jonathan ..	2	Dunglas, Lord ..	11	Hales, Turner ..	11
"    Sir Richard ..	15	Charleston, Alice ..	16	Dunstan, Major G. B. ..	6	Hamilton and Brandon, Duke of ..	2
Belassis, Edward ..	12	Charles, King (II) ..	10	Durrant, George ..	13	Hands, Rev. James ..	1
Bello-monte, Godfrey de ..	6	Charsley, F. ..	1	Earlham, John de ..	13	Hammer, Job ..	6
Benney, Richard ..	12	Chichester, Thos., Earl of	11	East, Harriet ..	6	"    W. ..	6
Benniworth, Esther ..	17	Chimay, George ..	8	Edgar, Thomas ..	2	Harbottle, John ..	4
Berney, John de ..	14	Cholmondeley, Earl of	9	"    Frances ..	2	Harrington, Thomas ..	16
Bethel, Rebecca ..	17	Christmas, William ..	9	"    Nicholas ..	2	"    James ..	1
Bethel Hospital, Governors of	12	Clarke, Edmund ..	12	Edric of Laxefeld ..	2, 3, 4, 10	"    Joseph ..	1
Beurere, Drogo de ..	17	"    Edward ..	11	Edward the Confessor, King	11	Harrison, J. S. ..	9
Bigod, Roger, Earl of Nor- folk ..	11, 12, 13	"    Osmund ..	12	Edward I, King ..	4, 6	"    Sarah ..	9
Blake, Joseph ..	13	Cleres, family of ..	10	Edward II, King ..	8	Harrod, Olive Amelia ..	9, 10, 11
Blomefield ..	10, 11, 12, 13, 14, 15	"    Robert de ..	10	Edward III, King ..	1	Hart, William ..	4
Blowfield, family of ..	4	"    Charles ..	10	Edward IV, King ..	1, 5	Hartop, Sir John ..	2
Blund, Gilbert ..	4	"    Thomas ..	10	Edwards, Samuel ..	13	Harvey, Sir Charles ..	14
Blyton, E. V. H. ..	15, 16	Clowes, Thomas ..	10	Elizabeth I, Queen ..	12	"    Christiania ..	1
"    Henry Aubrey ..	15, 16	Clutterbuck, James ..	16	Elsyn, alias Palmer ..	16	"    Robert ..	1
Bonner, family of ..	16	Cobbold (or Corbold) ..	5	Elwin, Fountain ..	2	Harwood, Gardiner ..	11, 12
"    C. ..	15, 16	Cocksedge, Matthias ..	11	"    Caleb ..	2	Havisse, Countess of Guin- camp ..	5
"    C. E. ..	15, 16	Coldham, Edward ..	6	Emmerson, M. S. ..	5, 7	Hayes, Francis ..	16
Bonyngam, John de ..	14	Colman, Edward ..	1	Etheridge, Charles ..	12	"    Charles ..	16
Booty, family of ..	14	Conan le Petit, Earl of Rich- mond ..	5	Eudo, Steward ..	2	Hayward, Frederick ..	6
Boughton, Henry ..	6	Constance, daughter of William the Conqueror ..	5	Evermere, Josceline de	10	"    John and Freder- "    ick ..	1
Boult, William ..	10	Cooper, Charles ..	11	"    Robert de ..	10	Hazard, Christopher Martin	12
Bradley, George ..	17	Copeland, William ..	16	Eversley, Viscount ..	11	"    Marguerite ..	12
Braganza, Catherine of	16	Copinger, W. A. ..	1, 4, 5, 6, 7	Falstaff, Sir John ..	14	"    Mary Elizabeth ..	12
Bramston ..	12			Fastolfe, Sir John ..	14, 10	"    Rosalind Anne ..	12
Branford, John ..	11			Fellowes, family of ..	13	"    William Henry ..	12
Bransby, James ..	13						
Brettell, Richard ..	3, 17						
Brews, de, family of ..	10						
"    Robert ..	10						

Helgaton or Hellington ..	Lot 13	Leppings, T. J. ..	Lot 15	Norfolk, Henry Granville, Duke of ..	Lot 12	Ringer, William ..	Lot 14
Henry I, King ..	10	"    William ..	15	"    Thomas, Duke of 2, 3, 4 ..	12	Rising, Thomas Alfred ..	9, 10, 11
Henry III, King ..	7	Leuric, — ..	2	"    Thomas, Duke of ..	12	"    Arthur Preston ..	9, 11
Henry VII, King ..	8	Lillie, William ..	6	North, Sir Edward ..	5	Robert, Prior of Spalding ..	16
Henry VIII, King ..	9, 16	Little (or Littell), John ..	14	North, Nathaniel ..	16	Roberts, Sir Peter ..	15
Herling, Sir John ..	14	Lockwood, Charles ..	17	North, Sophia ..	2	Robinson, Frederick ..	6
Herolf ..	12	Love, John ..	4	"    Rev. John ..	10	"    Thomas ..	9
Herolveston, Richard de ..	12	"    John Goslin ..	10	Nott, Richard ..	4	Rosebery, Earl of ..	13
"    Sir John de ..	12	"    Mary ..	10	Noy, family of ..	4	Rowley, Sir Charles R. ..	3
Herdegrey, Roger de ..	14	Lourdham, John de ..	3	Num, Francis ..	8	Roythorne & Co. ..	15
Hewitt, John ..	7	Lucas, family of ..	13	Nurse, Edward ..	5	Rugg, Bishop of Norwich ..	11
Hill, George ..	16	Ludham, Thomas ..	14	Orford, Earls of ..	9	Ruffell, Ambrose ..	1
Hills, Robert ..	8	Ludkin, R. ..	14	Oxford, Earls of ..	1	"    Harry ..	1
"    Philip ..	8	Lyus, Burne and Lyus ..	12	Page, Robert ..	9	Rufus of Ferganut (Alan, Earl of Brittany) ..	5
Hinds, Samuel, Bishop of Norwich ..	11	Maberly, Thomas ..	8, 9	Paine, Henry Edwards ..	3, 14, 17	Rufus, William, King ..	16
Holland, John ..	5	Malet, Robert ..	3, 4	Palmer, alias Elysnn, alias Nelson ..	16	St. Benet at Holne, Abbots of ..	11
Holmes, Ann ..	12	"    William ..	3	Park, Robert ..	14	St. John, Colchester, Abbot of ..	3
"    Timothy ..	1, 6	Manby, John ..	5	Parson, John ..	12	Sanderson, Fullwood ..	16
Home, Alexander, Earl of ..	11	Mann, Sir Edward ..	12	Parsons, George ..	6	Saul, Sarah ..	9
Homes, John ..	14	Manning, the Misses ..	1	"    William ..	6	Saunders ..	1
Horne, W. F. L. ..	17	Margaret, Duchess of Somerset ..	16	"    Susan ..	6	"    Francis ..	2
Horsely, Samuel ..	2	Marley, Robert ..	11	Partridge, Charles ..	6	Say, John ..	12
House, John ..	11	Marston, James ..	11	Paske, Isaac ..	1	Sewell, Joseph ..	13
Howard, Henry ..	12	"    Thomas ..	11	Paston, family of ..	10, 11	"    Thomas ..	8
"    Sir John ..	6	Martel, William ..	3	"    Sir John ..	10, 14	Sexton, Frederick ..	6
"    Lord Thomas ..	2	"    Martin, E. W. ..	1	"    Sir William ..	10	Shuldham, William ..	4
"    Philip, Earl of Arundel ..	2	Mary, Queen of Scots ..	3	Peck, William ..	5	Sibton, Abbots of ..	4
Howell, George ..	14	Mary Tudor, Queen ..	5, 7	Pelham, John Thomas, Bishop of Norwich ..	11	Sidley, William ..	8
Hune ..	2	Mason, Cornelius ..	12	Pettus, Sir Horatio ..	10	"    Daniel ..	8
Hunepot ..	2	Maud, Empress ..	5	Phillips, William ..	9	Smith, Henry ..	9
Huntingfield, Lord ..	4	Mayhew, James ..	8	Picot, Nicholas ..	14	"    John ..	1
Hurnard, William ..	11	Micklethwaite, Rev. J. N. ..	5	"    Thomas ..	14	Snell, Robert ..	13
"    Rev. William Burn ..	11	Milles, Thomas ..	10	Pigg, Thomas ..	15	Snelling, Bartholomew ..	9
"    Frances Rose ..	11	Miles, Jonathan ..	16	"    Henry ..	15	Somerset, Edward, Duke of ..	1
Hurst, Robert ..	12	"    T. C. ..	8	Pirot ..	2	Somerset, Duchess of ..	16
Ingham, John ..	4	"    Sara Louise ..	8	Plantagenet, Geoffrey ..	5	Southwell, H. E. ..	4
"    William ..	4	"    Harry ..	8	Pocklington, M. R. ..	6	Spalding, Priors of ..	16
Ingham, Oliver de ..	9	Monmouth, James, Duke of ..	16	Pole, Michael de la ..	7	Sparham, William de ..	11
"    Donna Eliz. ..	9	"    Ann, Duchess of ..	16	"    Edmund ..	7	Sparhavoc ..	2
Inglose, Sir John ..	14	Monsell, Edward ..	13	Pope, Ratcliffe ..	11, 12	Sparke, Ezekiel ..	1
Ingulphus, Abbot of Croyland ..	16	Montagu, Henry Seymour ..	4	Pratt, Robert ..	13	"    James ..	1
Isobelle, Queen ..	14	Montreat ..	14	"    Thomas ..	13	"    William ..	1
Jardin, Ann ..	4	Moore, James ..	1	Prentice, John and Samuel ..	8	Sparrow, Robert ..	2
Jellions, family of ..	13	"    Charles ..	1	Preston, family of ..	4	Spooner, Paul ..	9
Jessop, Adam ..	17	"    H. ..	1	"    G. D. F. ..	11	Spring, Sir William ..	1
Jesup (or Jessup), family of ..	5	"    J. ..	1	"    Isaac ..	11	"    Sir John ..	1
Jesup (or Jesup), Daniel ..	5	"    R. ..	1	"    Isaac the Younger ..	11	Stalra, Ralph ..	10
"    "    Samuel ..	5	Morant ..	6	Probert, Col. R. H. C. ..	6	Stapleton, family of ..	9
"    "    Sarah ..	5	Morcar ..	17	"    Col. W. G. C. ..	6	Stephen, Earl of Richmond ..	5
John, King ..	5, 16	Morphew, Robert ..	12	Proctor, Sir W. Beauchamp ..	13	Stephen, King ..	5
Johnson, Maurice ..	16	Moss, Thomas ..	7	Purvis, Charles ..	4	Steward, William ..	10
"    William ..	9	Mumford, Maria ..	6	Rackham, William ..	10	Staunton, Thomas ..	14
Jones, Daniel, Fellmonger ..	17	Muskett, John ..	12	Ramey, Abigail ..	11	Stone, Samuel ..	11
Katherine (Catherine) of Braganza ..	16	Nelson, alias Palmer ..	16	"    Alexander Home ..	11	Strafford, 2nd Earl of ..	3
Kedington, Henry ..	1	Nerford, family of ..	5	"    John ..	11	Stratton, family of ..	14
Kerrick, Thomas ..	12	"    John de ..	5	Randall, William ..	13	"    Ralf de ..	14
"    Henry ..	12	Newman, Robert ..	13	Ranney, John ..	10	"    Roger de ..	14
Kilderbee, Samuel ..	2	Norfolk, Earls and Dukes of ..	11, 12, 15	"    John Freame ..	10	Strowger, Samuel ..	13
"    Rev. Samuel ..	2	"    4th Duke of ..	12	Rant, Humphrey I and II ..	13	Stukeley, A. S. ..	16
Kirby, — ..	7	"    5th Duke of ..	12	"    James ..	13	Sullyard, Ian ..	7
Kirby & Co., Solicitors ..	10	"    Barnard (Bernard) ..	12	"    William ..	13	Sullyard, Edmund ..	7
Kirtling, John ..	14	"    Edward, Duke of ..	12	"    Thomas ..	13	"    Edward ..	7
Keeble, — ..	7	"    Charles, Duke of, 1777 ..	12	Rayner, Thomas ..	1	"    William ..	7
Lacon, Edmund ..	10	"    Charles, Duke of, 1807 ..	12	Read, K. ..	1	Suffield, William de ..	11
Larke, Elizabeth ..	10	"    Edward, Duke of, 1749 ..	12	"    J. ..	1	Surrige, J., the Younger ..	8
Latimer, family of ..	13	"    Henry, Duke of ..	12	"    F. S. ..	1	Swayn, Thomas ..	14
				Rees, William ..	14	Sweyn, King of Denmark ..	12
				Reeve, Charles ..	8	Sydney, Rev. Leonard ..	17
				"    Rev. G. F. ..	8	Tailbois, Ivo ..	16
				Richard I, King ..	11, 16	Thirkettle, Henry ..	12

Thomas, Duke of Norfolk	Lot	Victoria, Queen	Lot	Wellums, John	Lot	Wolmen, Alice	Lot
2, 3, 4, 5, 12		Vipond, family of	17	Wentworth, John	1	" Nicholas	2
Thompson, William	16	Waddington, Henry	2	" T. F. C.	8	Wolton & Son	1
Thornley, Thomas	15	Wakeman, Thomas	10	" William, 2nd	3	Woods, Alexander	4
Thorold of Buckmenhall	16	Walchelin, the Archdeacon	3	Earl of Stra-		" Everard	4
Tolver, Samuel	11	Walpole, Horatio (Horace)	9	ford	3	" Everard the Younger	4
Trickett, Joseph	17	Earl of Orford	9	Westhorp, Sterling	12	" John	4
Turner, William	7, 9	Walpole, Robert, 1st Earl of	9	Westwood, A. C.	8	" Mary	4
Tyrwhit, family of	17	Orford	9	Weyman, John	16	" Samuel Alexander	4
		Walpole, Sir Spencer Horatio	11	Whaites, Charles	9	" Samuel Alexander	4
Ufford, Sir John de	2	Walter	2	" Eliza	9	the Younger	4
Ulmar	2	Waltheof, Earl of Northum-	5, 18	" Robert I and Ro-	9	Woodhouse, Sir Thomas	11
Ulmotel the Dane	13	bria	5, 18	bert II	9	" Sir Thomas	9
Uluric	2	Walweyn, Sir John	14	" Robert Francis	9	" Sir Henry	9
		Warner, Ellen	6	Whettleton, George	9	" Sir William	9
Vallibus, de, family of	5	" Samuel	6	Whitear, Rev. W.	12	Worcester, Earl of	1
" Sir John de	5	" Margaret	2	Wilson, J. D.	6	Worship, John	10
Vanneck, Sir Joshua	4	Warwick, John, Earl of	5	Wigg, John	11	" Elizabeth	10
" Sir Garrard Wil-		Waters, Mark	1	William I (the Conqueror),		Wreningham, William	14
liam	4	Watson, John	11	King	5, 16	Wright, John	1
" Charles	4	Wayth, Daniel	2	William II (Rufus), King	16	Wullhere, King of Mercia	17
" Sir Joshua, 1st		Weeding, Phillis	5	Winter, J. J.	11, 12	Wynfrid, Bishop	17
Lord Huntingfield	4	Wells, Lord Leonard	16	William, Bishop of Norwich	3		
Vaux, Ethard de	5	Welholms, Robert	14	Wiseman, John	11		
Verulam, Lord	9	" Alexander	14	" Laura Sophia	11	Yallop, family of	13
Veteri Ponte, Roger de	13	" Stephen	14	Wolsey, Cardinal	3, 5	Yarmouth, Earls of	10

## CONDITIONS OF SALE

1. Each Manor is sold subject to the following Conditions and to the National Conditions of Sale (17th 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 respective Vendors' Solicitors and of Messrs. C. M. Stanford & Son. The word Vendors in these Conditions shall be read as "respective Vendors" where the context required.
2. The Deposit on each Manor shall be 20 per cent. of the purchase-money and shall be paid, on the signing of the Contract, to Messrs. C. M. Stanford & Son as Agents for the respective Vendors.
3. The date for completion of the purchase shall be 1st February, 1966. Completion shall take place at the office of the Solicitors for the respective Vendors whose names and addresses are given in the last paragraph of each lot, and the respective Vendors shall convey in the capacity as herein (beneficial owners, trustees, etc.) mentioned.
4. Condition 21 of the said National Conditions of Sale shall apply to any of the Records which is stated in the Particulars will be handed over on completion to the Purchaser of any Manor.
5. There will be a Reserve Price for each lot.
6. 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. Neither the Vendors nor their Solicitors or Agents are aware of any such easements and no objections or requisitions shall be raised in respect of such matters. The Vendors shall not be required to state what commons or waste lands form part of any Manor, or the location or extent thereof.
7. Each Manor 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.
8. In certain documents forming part of the title to the Manors offered for sale the description thereof is "Manors or Lordships or Reputed Manors or Lordships of Manors". In a treatise on the Law of Copyholds 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 a description.
9. The Particulars of Sale (including the Introduction) with special reference to the last paragraph of the particulars of each Lot, shall be deemed to form part of the Conditions of Sale so far as they are not inconsistent with these Conditions and shall be regarded as incorporated in this contract.
10. This Condition is applicable to Lot No. 7 only.  
The Title shall commence with a general devise contained in the Will dated 29th December, 1926, of a testator who died on 1st June, 1928, and the Purchaser shall assume without inquiry the seisin in unincumbered fee simple in possession of the property by the said testator at his death and that the property passed by the said Will.

## MEMORANDUM

---

IT IS HEREBY AGREED AND DECLARED THAT

of

is the Purchaser of LOT                      described in the Particulars of Sale (First issue) being the Manor of

from

at the price of £                      :                      :                      subject to the before-written Conditions of Sale, the sum of  
 £                      :                      :                      having been paid to Messrs. C. M. STANFORD & SON as a deposit and  
 in part payment of the purchase-money and it is agreed that the purchase is made and is to be completed  
 according to the before-written Conditions of Sale.

AS WITNESS our hands this                      day of                      196 .

Purchase-money .. .. £                      :                      :

Deposit .. .. £                      :                      :

Balance payable .. .. £                      :                      :

---



---

Abstract of Title to be sent to :

---

---

CULLINGFORD AND CO. LTD., STOCKWELL WORKS, COLCHESTER

---

---

*COPYRIGHT RESERVED*





