

T h u r l b y

(386 - 392)

Plan of Thurlby vicarage and field. [? 1760]

Rooms described. Acreage.

9ins x 1ft 4.8ins.

[see Eton College Records, vol XLIV, Thurlby, no. 162]

Thurlby.

Map of the College estate, showing allotments. 1804.

Attached, to a lease of 7 April 1806.

Parchment. MS.

12 chains to an inch.

Decorative cartouche. By I. Fattoni.

2ft 5ins x 1ft 11ins.

[see Eton College Records vol. XLIV Thurlby, no. 23]

386 ✓

Thurlby, co. Lincs.

Map of the College estate, by Edward Arden, 1804.

Parchment.

MS., roads coloured.

Title in oval cartouche, surmounted by an urn, with floral decoration.

9 chains to an inch.

Reference table gives old inclosures and allotments, with acreage.

Compass indicator.

2ft 1in x 2ft 6.5ins.

387 ✓

Plan of the proposed Stamford Junction Navigation from Oakham, co. Rutland, to Stamford and Boston, co. Lincoln, and from Stamford to Peterborough, co. Northants. Surveyed under the direction of Thomas Telford by Hamilton Fulton and drawn by W.A. Provis. 1810.

Engraved.

Compass indicator.

3ft 4.5ins x 2ft 8.7ins.

Ordnance Survey, Second Edition, 1906, Lincolnshire
 Sheet CXL N.E. and Sheet CXLI N.W. Bourne.
 6ins to a mile.

Thurlby.

Proposed new cottages. J.E. Noble. July 1907.

MS., coloured.

Two sheets of plans, elevations and section.

With letter from Noble of 14 Jan 1909.

A, B 390 ✓

1) 1ft 7·6ins square.

391 ✓

2) 1ft 9·8ins x 1ft 6·6ins.

392 ✓

Thurlby.

Grange Farm.

Ground plan and sections.

Pencil and wash.

16 ft to an inch.

3ft lin x 1ft 8·3ins.

Upton cum Chalvey

(393, 394)

Upton cum Chalvey.

The lands of S.S. Sprigge, esq., on either side of the Windsor Road, viz. 27a: 3r: 12p on the Chalvey side and 8a: 2r: 23p on the Upton side. [? late 19th cent.]

Between $1\frac{1}{2}$ and $1\frac{2}{3}$ chains to an inch.

Printed, coloured. Stanford's Geographical Establishment.

1ft 10·2ins x 2ft 6ins.

9 copies.

A-D. 394 ✓

Upton cum Chalvey.

The right hand bottom corner of a printed map, covering the area Windsor to Slough, showing the foregoing lands coloured. [? late 19th cent.]

$\frac{1}{2}$ mile to an inch.

Stanford's Geographical Establishment.

8·7ins x 1ft 5·4ins.

4 copies.

Weedon Beck

(395 - 403)

Weedon Beck.

Plan accompanying Report by John Davis, Banbury, 13 March 1835, of the terms he has agreed upon, on behalf of the College, with Mr. Edward Phillips, the surveyor appointed by the London and Birmingham Railway Company, for the sale of certain portions of land at Weedon Beck by the College to the Company.

MS., coloured. Plan and section.

10 chains to an inch for plan and lengths of section;

50ft to an inch vertical scale for section.

9.5ins x 1ft 3ins.

396 ✓

Weedon Beck.

Plan of College Lands in Weedon through which the London and Birmingham Railway is to pass.

Signed, Francis Forster, 23 January 1835.

MS., coloured.

4 chains to an inch.

The acreage of the fields is given.

2ft x 1ft 7.4ins.

397 ✓

Weedon Beck.

Copyholds in the manor held by the Board of Ordnance.

MS., coloured.

Acreage, and dates of admission and enfranchisement.

1ft 2.3ins x 1ft 9.3ins.

398 ✓

The same, with Ordnance barracks, magazines and other buildings.

Weedon Beck.

Sketch and valuation of copyhold lands, barracks, storehouses, magazines, etc., held in the manor of Weedon Beck. 1835 or later.

MS., coloured.

Acreage. Reference table (pencil).

1ft 9·2ins x 1ft 2ins.

400 ✓

Weedon Beck.

Plan of the Ordnance land and buildings. [1846]

MS., coloured.

200ft to an inch.

A reference table describes the buildings.

2ft 5·4ins x 1ft 9ins.

401 ✓

A tracing of the foregoing by J. Nightingale, 1 April 1846. Noted that the plan was to accompany the papers called for by the Board's circular of 14 May 1830.

402 ✓

Weedon Beck.

Estate belonging to H.M. the Queen, part freehold and part copyhold held under Eton College. 1859.

MS., coloured.

2 chains to an inch.

Total quantity 170a: 1r: 39p.

Compass indicator.

3ft 2·6ins x 2ft 1·8ins.

403 ✓

Weedon Beck.

Plan of the Bull Inn and other premises of the College in the occupation of Mr John Smith. 1861.

MS., coloured.

20ft to an inch.

Messrs. Hayward, surveyors.

1ft 10.7ins x 2ft 8ins.

W i n d s o r

(404 - 420)

Windsor.

The estate called the Ship in Thames Street, situated between Mr Bowles' house and the river. [? early 18th cent.]

MS. 12ft to an inch.

Compass star. 10ins. x 1ft 3.2ins.

On the other half of the sheet is an explanation of the plan.

405

Windsor.

Tenement and ground between the Castle Ditch and Thames Street, demised by an indenture to Mr Henry Isherwood.

Drawn by R. Binfield, Eton, 1777.

Parchment. MS., coloured.

Adjacent owners. Area.

10ft to an inch.

9.4ins x 1ft 2.8ins.

406

Windsor.

Premises between the Castle Ditch and Thames Street, demised by an indenture to Henry Isherwood, esq.

Taken by R^d Binfield, September 1791.

Parchment. MS., coloured.

Adjacent owner.

10ft to an inch.

Compass indicator.

10.5ins x 1ft .9ins.

407

Windsor.

A leasehold estate belonging to William Egerton, esq., held on lease from the College, a part whereof is proposed to be sold to Mr John Honey and is situated in Thames Street. 1800.

MS., coloured.

10ft to an inch.

The part on Thames Street, occupied by Mr Honey, measures

11ins x 1ft 5ins.

25ft 6ins.

Windsor.

"A plan of Fishery and Eyetts in Old and New Windsor and Datchet called Coxwear, the property of Eton College".

Surveyed by James Faugoin, March 1808

MS., coloured. Title in rococo cartouche.

4 chains to an inch.

Compass indicator.

2ft 9ins x 2ft 3.5ins.

Windsor.

A plan of part of the Thames at Romney near Windsor.

Taken 9 May 1810.

A reference table indicates the weir, the Eton engine, the King's engine, the Pound Keeper's house etc.

MS., on paper backed by cloth.

12 perches to an inch.

Compass indicator.

1ft 3.7ins x 11ins.

New Windsor.

Plan of an estate belonging to the College on the East side of St. Alban's Street, being a house with a yard, a detached billiard room and a garden. Between lands belonging to the Crown and to the Dean and Canons of Windsor.

John Jenkins, surveyor, 40 Carmarthen Street, London. 1825.

MS., coloured.

8ft to an inch.

Compass indicator.

1ft 2.9ins x 2ft 8.4ins.

Windsor railway, showing line from Slough station,
undated [? 1838]

MS., coloured, on tracing paper.

2ft 8.5ins x 1ft 4.3ins.

Signed by Charles A. Saunders, secretary of the Great Western Railway Company and annexed to a parchment Declaration by the Company, authenticated by a paper seal agreeing to the conditions with which the Provost and College consent to the building of the line. These include provision that no station shall be made without their consent between Slough and Windsor "and that such regulations and number of police as the Provost and Head Master shall deem necessary ---- for the safety of the scholars and discipline of the school shall at all times be observed and kept on the said line."

Windsor.

Part of printed map of Windsor and the Home Park, coloured, showing proposed roads to Datchet and Old Windsor. About 1840. 12 chains to an inch.

Irregular piece cut out, about 1ft 3ins x 1ft, pasted on a larger sheet.

Windsor.

Romney Mead in the parish of New Windsor, conveyed to the College by the Commissioners of the River Thames. 1 October 1845. Parchment.

MS., coloured.

Toll-Kepper's house, engine house, Tangier mills and other buildings shewn.

2 chains to an inch, on ruler.

Compass indicator.

2ft 0.8ins x 2ft 5.5ins.

Windsor.

Windsor railway, showing line from Slough station.

Plan and section. Engraved.

I.K. Brunel, esq., F.R.S. engineer.

Plan, 2 chains to an inch. 3ft x 1ft 6³/₁₆ins.

Section, 3ft 2ins x 1ft 6³/₁₆ins.

Title page, page giving scales etc. and the two plans,
in cover.

1-15. 415 ✓

Windsor, Slough and Staines Atmospheric Railway. 1846.

Lithographed by J. Basire.

Hand coloured, showing proposed bridge just above the end
of Batchelder's Eyott, the line along Lesser and Greater
Romney Islands and the site of the station.

4 chains to an inch.

Compass indicator.

15 copies, each about 2ft 1in x 1ft 7ins.

416 ✓

Windsor railway.

Alternative proposed plan. 1847.

The line in this plan passes much closer to Eton.

Engraved.

20 chains to an inch.

1ft 7ins x 2ft 3ins.

417, 418 ✓

Windsor railway.

Plan and section of the line on one sheet, with inset
enlarged plan of property in Peaseod Street. [1848]

Horizontal scale 6¹/₃ chains to an inch.

2ft 9³/₁₆ins x 2ft 2⁹/₁₆ins.

Two copies.

Windsor railway.

The plan, as in 414, the line coloured red.

Signed, on behalf of the G.W.R. by Charles A. Saunders,
15 May 1848.

With the Declaration, as on 90, written upon it, and
witnessed under the seal of the Company 17 May 1848.

A - F. 420 ✓

Windsor.

King Edward VII Hospital [20th cent.]

~~Five~~^{Six} large sheets of plans, photographic prints.

A. William West, architect, 3 Lyall Street, London, S.W.

Unidentified

(421)

Plan of unidentified village and county with numbered plots, referring presumably to tithe or enclosure. Early 19th cent. MS., coloured.

Endorsed: H. Watter (?), Holyport, Maiden [?hed].

4ft 11ins x 2ft 5.3ins.

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ETON COLLEGE RECORDS

Vol 52

Asthall and Fulbrook, co. Oxford.

1965

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Introduction

The College estate at Asthall, Asthall Leigh (generally in the records catalogued in this volume spelt Astally) and Fulbrook, in the county of Oxford, had been part of the property of the alien priory of Minster Lovell, belonging to the abbey of Ivry in Normandy. These confiscated lands had come into the hand of Humphrey, Duke of Gloucester, who on 1 March 1443 had obtained licence to grant to the newly founded College of Eton 8l: 13s: 4d from the issues of the alien priory of Minster Lovell.¹ His grant to the College is dated 2 April 1443.² Edward IV confirmed the possession of the College in 1462 by his grant of the alien priories of Cogges and Minster Lovell with their possessions.³

No records of this estate for the period of the alien priory have been found at Eton, though references to Asthall appear in the registers of the Bishops of Lincoln and among the Public Records. For example in the registers of Hugh de Welles, Bishop from 1209 to 1235, where, on the presentation of Otuel the deacon by the monks of Ivry to the vicarage of Asthall, the vicarage is described;⁴ while among the Public Records there are two extents from the Exchequer, King's Remembrancer, Ancient Miscellanea. The first of these is part of a return to a writ of 2 August 1294 to Master Simon de Mapham, assigned to take into the hands of the crown the alien priories in the counties of Berks and Hants, to certify the value of the same. The entry relating to Asthall is as follows⁵:-

Esthall. Abbes de Ebrays habet ibidem ecclesiam
in proprios usus que valet per annum 7l: 3s: 4d.

- 1. Eton College Records vol. 39 no. 17.
- 2. Do. Do. vol. 39 no. 20.
- 3. Do. Do. vol. 39 no. 127. Cal. Patent Rolls
1461-7 p. 73.
- 4. Rotuli Hugonis de Welles vol. II (1913) p. 2.
- 5. E. 106/2/6.

The other is dated 22 November 1324¹.

Extenta personatus ecclesie de Esthallye facta
ibidem die Jovis proxima post festum Sancti
Edmundi Regis anno Regni Regis Edwardi filii
Regis Edwardi decimo octavo coram Henrico de
Pencelawe et Johanne de Brumtone custodibus
tenementorum et bonorum religiosorum
alienigenorum in comitatibus Oxon' et Berk'.

The names of the jurors are then given. The property consists of a messuage or curtilage of no value above deductions, as there are not lands or tenements of the value of the tythes due to the said church which are contained within the taxation of the true value of the said church, of which sum of taxation the jurors are utterly ignorant.

An early College lease of the rectory of Asthall, of 10 August 1457, appears in a previous volume of my catalogues.² The lessee was John Cokkes, the vicar, and the lease comprised the rectory of Asthall, with the tythes of sheaves and hay issuing from the townships of Asthall and Ligh within the parish of Asthall.

The lessees were to include two eminent names, that of Lord Falkland and that of Lenthal. Leases are missing between that to Falkland in 1639 and the renewal of the series in 1751,³ but intervening Lenthals appear in correspondence and other records. William, the speaker, who died in 1662, is here accused of shocking duplicity (251) in the matter of the Fulbrook tythes, as a result of which the College might have had its possession quite obscured. William's son, Sir John, was described by

1. E. 106/8/5.
2. Eton College Records vol. 49 no. 1.
3. The particulars, of course, could be found from the lease books at Eton, which it has not been my practice to calendar in these catalogues.

6

Wood as "the grand braggodocio and liar of the age he lived in." The family does not indeed, from these records, seem to have been easy to have dealings with. A demand for a bond from William Lenthal in 1771 received the haughtiest rejoinder (223). His fortune, Mr Lenthal stated, was "too considerable to leave the least doubt but 'twill always be a sufficient security for your trifling lease of Astal and Fulbrook." "Mr Lenthall," a weary bursar noted on a letter from the same William in 1775 (231), "accepts the Fine the 4th year instead of the 5th, but complains as usual."

It is not often that a headmaster finds his way into these catalogues of Eton College Records. John Newborough, headmaster from 1690 to 1711, finds his way honourably into the present volume (173). For by his will he bequeathed the Fellows 1000*l* to buy lands for the augmenting of any two of the poorer College vicarages viz. of a value of not more than 30*l* a year. The Fellows unanimously chose the vicarages of Asthall and Thurlby. A glowing eulogy of Newborough, forming the specimen page of Dr Rawlinson's projected History of Eton, is quoted by Maxwell Lyte¹ in his History of Eton College. "Generous and hospitable was he," we read, "and knew as gracefully how to dispose of his money as how to receive it. To the poorer lads on the foundation he was known to be very noble, in supplying them with the proper books and other necessaries, and that in good quantity; being rightly apprised that the quickest natural parts, and the most promising genius might be cramped by the res augusta domi". Those whose first thought had been to ask themselves whether it was not a pity that that 1000*l* had not been bequeathed to the purposes of education, may feel themselves answered. A letter from Rowland Jones, the vicar of Asthall (200), complaining of the smallness of his stipend, will confirm the worthiness of Newborough's bequest.

1. From Sloane MS. 4843 ff. 263-4.

H. N. Blakiston

Leases and other deeds

(1 - 173)

Indenture of lease, 28 December 1556, by the Provost and College to Bernard More, of Upton Roberte, co. Berks, gent., (upon surrender of a lease of 10 December 1542 to William Sampson, of Astall, co. Oxford, of the rectory or parsonage of Astall with all tythes of corn and hay, lands, meadows, pastures and emoluments and other appurtenances and certain bushels of wheat in Astall and Fulbruck called Church Cheates pertaining to the rectory if the said William may or can recover the same, from Lady Day next for 20 years, for a rent of 20*l*) of the reversion of the same, the advowson of the vicarage being reserved to the lessors. From Michaelmas last for 16 years. Rent at Lady Day 12*l*, and at St. Bartholomew 20 quarters of wheat. If the rent is six weeks in arrears, the lessors may re-enter the premises. If the wheat is not delivered or is rejected as inferior by the College baker, the lessee shall reimburse the College for the same amount of wheat bought in the Windsor Market. The lessee to keep the chancel and barn in repair. All foreign rents whatsoever to be paid by the lessee who is also to pay the vicar's stipend of 8*l* a year, for which the lessors will give him allowance out of the said 12*l*. The lessee to provide lodging with horse meat and man's meat for one day and one night to the lessors if required, and to make a true terrar of the glebe lands and deliver the same within 3 years after his entry, and to renew the same every 15 years. If the lessee shall die or assign the premises during his term, his executors or assigns shall renew their estate by a new indenture.

Doubled tag for Seal, but no sign that it ever was appended.

Indenture of lease, 31 January 1585, by the same to William Greene, of Greate Mylton, co. Oxford, of the same. From this date for 21 years. Rent 12^l: 13^s: 4^d, and, whereas the whole old rent of the premises was 20^l and no more, now furthermore paying 16 quarters of malt or their money equivalent at the rate of Windsor Market, and 10 quarters of wheat similarly. The lessee to find lodging for the lessors for two days and nights a year whensoever it shall please them to come.

Sealed, signed and delivered in the presence of John Dethick, public notary. "By me Wilkm Greene".

Fragment of red wax Seal, on doubled tag.

Indenture of lease, 10 October 1595, by the same, upon surrender of his former lease, to William Andrewes, of Astall, gent., of the same (the rectory or parsonage of Astall and Fulbrook, with all tythes etc.). From Michaelmas last for 21 years. Rent etc. as before.

Traces of Seal, red wax, on doubled tag.

Endorsed: This lease was surrendered by John Andrews upon the taking of his own (no. 6).

Indenture of lease, 20 April 1596, by William Andrewes, gent., to Richard Merywether, of Burford, grocer, of all tythes of corn and grain in Fulbrooke appertaining to the parsonage there, reserving to the lessor the pretended estates of John Lyme alias Jenkyns and John Jurden from Michaelmas next for 2½ years under the yearly

10

rent of 20^l which shall be payable to Merywether, also the tythes of all such woods as shall fortune to be due. From Michaelmas next for 14 years. Rent 10^l. The lesser holds the said tythes, if he can recover them, by lease from the College of 10 October 1595.

Signature of Andrewes.

Witnesses: William Webbe, Symon Grene, Tobbye Dallam.

Seal, round, 17mm., bronze wax, on doubled tag.

A poor impression. ? an acorn.

5

Assignment, 29 August 1602, by William Andrewes, as a marriage jointure, to John Andrewes, his son, and Anne, his wife, of all his interest in his lease of 10 October 1595, without prejudice, however, to the lease of 20 April 1596 to Richard Merywether. Paper.

Signature of Andrewes.

Witnesses: William Ryte, John Hamond.

Seal in paper turnover. ?an acorn.

This document is attached to no. 7.

6

Indenture of lease, 16 November 1605, by the Provost and College, upon surrender of a former lease to William Andrewes, to John Andrewes, of Astall, gent., of the rectory or parsonage of Astall and Fulbroke etc. From Michaelmas last for 11 years. Rent etc. as before.

Doubled tag for Seal which has been cut away.

Counterpart of the foregoing.

Signature of lessee.

Witnesses: Benjamyn Owtred, public notary,
Thomas Hoddesdon.

Seal, round, 10mm., red wax, on doubled tag. A device.

Bond, 16 November 1605, by the lessee in 201
to the lessors for the observance of the foregoing.

Signature, witnesses and Seal as on foregoing.

Counterpart of lease, 7 May 1608, by the Provost
and College to Nicholas Symons (gent.) and John Hawkyns, of
Burford, gent., of the same. From this day for 9 years.
Rent etc. as before.

Signatures of lessees.

Witnesses: (for Hawkyns) Benjamin Owtred, public notary,
and Edmund Duffild; (for Symons) James
Underwoode, John Rous.

Seals, red wax, on doubled tags.

- 1) Oval, 8 x 6mm. A clover leaf. (Symons).
- 2) Octagonal, 18 x 14mm. Armorial, a bad
impression. (Hawkyns).

Bond, 7 May 1608, by the lessees in 201 to the lessors for the observance of the foregoing.

Signatures, witnesses and Seals as on foregoing.

Surrender, 1 June 1610, by John Hawkyns, at the direction of Sir Lawrence Tanfeld, Knight, Chief Baron of the Exchequer, to the Provost and College of the lease of 7 May 1608 to himself and Nicholas Symons, now deceased.

Signature of Hawkyns.

Witnesses: Thomas Hochinson, Benjamin Owtred, public notary.

Seal, round, 18mm., red wax, on doubled tag. A thistle.

Counterpart of lease, 2 June 1610, by the Provost and College, upon surrender of the foregoing lease, to Humfrey Repington, of the Inner Temple, esq., and John Hawkyns, of Burforde, gent., of the same. To hold for the lives in survivorship of Sir Lawrence Tanfeld, Knight, Chief Baron of the Exchequer, and the Lady Elizabeth Cary, wife of Sir Henry Cary, Knight, Master of the Jewel House. Rent etc. as before.

Signatures of lessees.

Witnesses: (for Hawkyns) Benjamin Owtred, public notary, and Thomas Hochinson; (for Repington) James Underwoode, E. Falkener.

Seals, red wax, on doubled tags.

- 1) Oval, 18 x 16mm. ?Armorial. (Repington).
- 2) Round, 15mm. A stag. (Hawkyns).

In the witnessing ^{clause} ~~deese~~ it is stated that the document has been signed, sealed and delivered by Humfrey Repington to Francis Temple, gent., to the use of the Provost and College.

Counterpart of lease, 14 August 1639, by the Provost and College, upon surrender of the foregoing, to Sir Lucius Cary, Knight, Lord Viscount of Falkland, of Greate Tewe, co. Oxford, the same. From Lady Day last for 21 years. Rent as before.

Signature of lessee.

Witnesses: John Dickinson, Henry Sayer.

Seal, round, 40mm., red wax, on doubled tag.

Armorial, on a band three roses, difference a crescent. Supporters, crown, crest a swan. On a scroll the motto, FIDELIS

Legend:- SIGIL ... UCI DNI CARYE VICE

The top left portion of the seal is broken away.

Indenture tripartite of agreement, 16 August 1676, between the Right Rev. John, Lord Bishop of Oxford, of the first part, Richard Allestree D.D., Provost of the College of Eton, and the same College, of the second part, and John Lenthall, of Burford, esq., concerning the tythes of all lands in Fulbrooke (except only two yard lands), which are

part of the possessions of the Bishop and the College, yet by reason of the unity of possession of the same by one tenant for near seventy^{years} there has lately arisen some difference between the Bishop and the Provost concerning their respective interests therein. The agreement consists of five articles. A Decree in Chancery to be obtained embodying the agreed proportion.

Signatures of the Bishop and Lenthall.

Witnesses: George Sayer, Registrar, Peter Cox.

Two Seals, red wax, papered, on doubled tag.

- 1) A fragment. (The Bishop).
- 2) Oval, 14 x 10mm. A bad impression. (Lenthall).

15

Appointment, 24 May 1697, by the Provost and College of John Hanson, of Eton, gent., as their attorney to enter the rectory or parsonage of Astall and Fulbrook and take possession of the same. By lease of 2 March 1685 the premises had been demised to William Lenthall, of Burford, esq., since deceased, to hold from the previous Michaelmas for 20 years. One half year's rent was not been paid at Lady Day last, nor withⁱⁿ thirty one days thereafter, whereupon, by a proviso of the lease, the lessors are empowered to enter.

The College Seal, papered, on doubled tag.

16

Indenture of lease, 16 November 1751, by the same to John Lenthal, of Burford, esq., upon surrender of his former lease, of the same (the former "Churche Cheates" are now called "Church Wheat"). From Michaelmas last for 10 years, for such uses and upon such trusts as are mentioned

in certain indentures tripartite importing a settlement of jointure, bearing date 18 March 1682 between William Lenthal, of Burford, esq., son and heir of Sir John Lenthal, deceased, who was son and heir of William Lenthal, esq., and of Katherine Lenthal, wife of the said William, of the first part, Sir Edward Temple, of Stow, co. Bucks, Knight of the Bath and Baronet, Alward Coge, of Thavies Inn in the City of London, gent., and John Prior, of Burford, gent., of the second part, and dame Katherine Hambleton alias Pasley, of St. Martin's in the Fields, widow, mother of the said Katherine Lenthal, of the third part. Rent as before. The lessee to pay the vicar's pension of 10l a year which the lessors will repay; and the lessee to pay the vicar a further 13l; 6s; 8d in augmentation of his pension. Lodging to be provided for two days and three nights.

Doubled tag for the College Seal, which has been cut away.

17

Indenture of lease, 29 December 1761, by the same to the same, upon surrender of his former lease, of the same. From old Michaelmas last for 10 years. Rent as before.

Doubled tag for the College Seal which has been cut away.

18

Counterpart of the foregoing.

Signature of lessee.

Witnesses: H. Edmonds, Thomas Castell.

Seal, round, 17mm., red wax, applied. A bearded old man's profile.

Indenture of lease, 16 December 1766, by the same to William Lenthal, of Burford, esq., upon surrender of the foregoing, of the same. From old Michaelmas last for 10 years. Rent etc. as before.

The College Seal, papered, on doubled tag.

Counterpart of lease, 10 February 1772, by the same to the same, upon surrender of the foregoing, of the same. From old Michaelmas last for 10 years. Rent etc. as before.

Signatures of lessee.

Witnesses: Jaen Steer, James Smart.

Seal, oval, 23 x 15 (originally about 19)mm., red wax, applied. Armorial, quarterly, *as no 229.*

Counterpart of lease, 8 April 1791, by the same to John Lenthal, of Burford, esq., upon surrender of his former lease, of the same. From old Michaelmas last for 10 years. Rent etc. as before.

The document has not been authenticated.

Bond, 8 April 1791, by the lessee in 200l to the lessors for the observance of the foregoing.

Unauthenticated.

Paper.

Indenture of lease, 14 April 1800, by the Provost and College to John Leake, of Witney, gent., and Charles Sanders, of the same, brewer, upon surrender of the foregoing, of the rectory or parsonage of Astall, with all tythes, glebe lands and other appurtenances. From old Michaelmas 1798 for 10 years. Rent 5l: 4s and 296 gallons of wheat and 474 gallons of malt. The lessees to pay the vicar 8l: 4s: 8d yearly in augmentation of the vicarage.

The College Seal, papered, on doubled tag.

Counterpart of the foregoing.

Signatures of lessees.

Witness: Charles Leake, Witney.

Two Seals, the same impression, oval, about 20 x 18mm., red wax. A griffin.

Rough draft of part of the same. 1 f.

Counterpart of lease, 14 April 1800, by the same to William Bateman, of Astall, gent., upon the surrender of John Lenthal's lease of the rectory or parsonage of Astall, with all tythes, glebe lands and other appurtenances, excepting the advowson of the

vicarage. From old Michaelmas 1798 for 10 years. Rent 3l: 4s: 4d and 182 gallons of wheat and 292 gallons of malt. The lessee to pay the vicar 10l for his pension which the lessors will repay. The lessee further to pay the vicar 5l: 2s: in augmentation of his pension.

Signature of lessee.

Witnesses: John and Charles Leake, Witney.

Seal, round, 15mm., red wax, applied.

Two cherubs FOR ME.

27

Rough draft of part of the same. 1 f.

28

Indenture of lease, 15 January 1803, by the same to the same, upon the surrender of the foregoing, of the same. From old Michaelmas last for 10 years. Rent as before, together with 8l: 10s: in consideration of the redemption of land tax.

The College Seal, papered, on doubled tag.

29

Counterpart of the foregoing.

Signature of lessee.

Witnesses: John Leake, Catherine Leake.

Seal as on no. 26, a better impression. NO ROOM BUT FOR ME.

Indenture of lease, 5 March 1805, by the same to John Leake, of Witney, gent., and Charles Sanders, of the same, brewer, upon surrender of their former lease, of the rectory of Astally. From old Michaelmas last for 10 years. Rent as before, together with 4l: 4s: 8d in consideration of the redemption of land tax.

The College Seal, papered, on doubled tag.

31

Counterpart of the foregoing.

Signature of John Leake.

Witnesses: W. Bateman, Catherine Leake.

Seal as on no. 26.

32

Indenture of lease, 9 February 1808, by the same to John Leake, of Witney, gent., and Samuel Druce, of the same, gent., trustee and executor of Charles Sanders, deceased, upon surrender of the foregoing, of the same. From old Michaelmas 1806 for 10 years. Rent etc. as before.

The College Seal, papered, on doubled tag.

33

Counterpart of the foregoing.

Signatures of lessees.

Witness: Charles Leake, attorney, Witney.

Two Seals as on no. 26.

Indenture of lease, 9 February 1808, by the same to William Bateman, of Astall, gent., upon the surrender of his former lease, of the rectory of Astall. From old Michaelmas 1806 for 10 years. Rent etc. as before.

The College Seal, papered, on doubled tag.

Counterpart of the foregoing.

Signature of lessee.

Witness: Robert Bateman.

Seal, red wax, applied.

Indenture of lease, 7 January 1811, by the same to Robert Bateman, of Cleeve Prior, co. Worcester, executor of his late brother William Bateman, deceased, upon the surrender of the foregoing, of the same. From old Michaelmas last for 10 years. Rent etc. as before.

The College Seal, papered, on doubled tag.

Counterpart of the foregoing.

Signature of lessee.

Witness: William Jones, attorney, Alcester.

Red wax Seal, applied.

Counterpart of lease, 7 January 1811, by the same to John Leake, of Witney, gent., and Samuel Druce, of the same, gent., upon surrender of their former lease, of the rectory of Astally. From old Michaelmas last for 10 years. Rent as before.

Signatures of lessees.

Witnesses: Charles Leake, Thomas Bridgeman.

Two Seals, identical, rectangular, 18 x 14mm., red wax, applied. CL interlaced.

Indenture of lease, 2 August 1815, by the same to the same, upon surrender of the foregoing, of the rectory of Astally and all allotments awarded thereto under the late Inclosure Act in lieu of the great and small tythes and other rights and profits appertaining to the rectory, by Award of 16 December 1814. From old Michaelmas last for 10 years. Rent as before.

The College Seal, papered, on doubled tag.

Indenture of lease, 2 August 1815, by the same to Robert Bateman, of Cleve Prior, upon surrender of his former lease, of the rectory of Astall and all allotments awarded thereto under the late Inclosure Act in lieu of the glebe lands and great and small tythes and other rights

and profits appertaining to the rectory, by Award of 16 December 1814. From old Michaelmas last for 10 years. Rent as before.

The College Seal, papered, on doubled tag.

41

Indenture of lease, 28 December 1818, by the same to the same, for 140l and the surrender of the foregoing, of the same. From old Michaelmas last for 10 years. Rent as before.

The College Seal, papered, on doubled tag.

42

Counterpart of the foregoing.

Signature of lessee.

Witness: Charles Bateman.

Seal, round, 18mm., red wax, applied. A web-like design.

43

Indenture of lease, 28 December 1818, by the same to John Leake, of Witney, gent., and Samuel Druce, of the same, gent., for 235l and the surrender of their former lease, of the rectory of Astally. From old Michaelmas last for 10 years. Rent as before.

The College Seal, papered, on doubled tag.

Counterpart of the foregoing.
Not authenticated.

Indenture of lease, 1 August 1821, by the same to Mary Leake, widow and devisee of the farm and sole executrix named in the will of John Leake, gent., deceased, for 117l: 10s and the surrender of the foregoing, of the moiety of the rectory of Astally and of the glebe belonging, and the allotment or parcel of land in Long Hedge field, Settle Gate field and Worsham Mill field within the tithing or hamlet of Astally containing 106 acres 36 poles of inclosed arable, and all that other allotment in Worsham Mill field containing 7 acres 3 roods 29 perches, the said parcels being one half of the rectorial allotment by the Inclosure Award of 16 December 1814. From old Michaelmas 1818 for 10 years. Rent 2l: 12s and 148 gallons of wheat and 237 gallons of malt and 2l: 2s: 4d in consideration of the redemption of land tax. The lessee to pay the vicar of Astall 4l: 2s: 4d in augmentation of the vicarage (unless he shall have become possessed of the 7a: 3r: 29p awarded to him by the said Award in lieu of the said payment).

The College Seal, papered, on doubled tag.

Counterpart of the foregoing.
Signature of lessee.
Witness: Thomas Edginton, Witney.
Seal, red wax.

Counterpart of lease, 1 August 1821, by the same to Samuel Druce, of Witney, gent., for 117l: 10s and the surrender of his former lease, of the moiety of the rectory of Astally, and of the glebe belonging, and the allotment or parcel of land in Settle Gate field, Meadow Furlong field, Worsham Mill field, and Grove Meadow within the tithing or hamlet of Astally containing 106 acres 1 rood 28 perches of inclosed arable, and all that other allotment in Round Close and lands adjoining in Worsham Mill field containing 7a: 3r: 1p being one half of the rectorial allotment by the Inclosure Award of 16 December 1814. From old Michaelmas 1818 for 10 years. Rent as in the foregoing.

Signature of lessee.

Witness: Charles Leake, Witney.

Seal, red wax.

Indenture of lease, 12 December 1822, by the same to Mary Leake, widow, for 100l and the surrender of her former lease, of the moiety of the rectory of Astally. From old Michaelmas last for 10 years. The Worsham Mill field allotment is now held by the vicar. Rent as before, but no payment to the vicar.

The College Seal, papered, on doubled tag.

Counterpart of the foregoing.

Signature of lessee.

Witness: J. Leake.

Seal, oval, 18 x 15mm., red wax, applied. A profile.

50

Counterpart of lease, 12 December 1822, by the same to Samuel Druce, of Witney, gent., for 100l and the surrender of his former lease, of the moiety of the rectory of Astally. From old Michaelmas last for 10 years. The Round Close and Worsham Mill field ^{is} now held by the vicar. Rent as before, but no payment to the vicar.

Signature of lessee.

Witness: J. Leake.

Seal, as on foregoing.

51

Counterpart of lease, 12 December 1822, by the same to Robert Bateman, of Cleve Prior, for 120l and the surrender of his former lease, of the rectory of Astall. From old Michaelmas last for 10 years. Rent as before, but no payment to the vicar.

Signature of lessee.

Witnesses: Charles Leake, solicitor, Witney,
C. Henderson.

Seal, red wax.

Indenture of lease, 29 December 1826, by the same to Charles Bateman and Henry Bateman, both of Astall, executors and devisees under the will of Robert Bateman, gent., deceased, for 268l: 16s: 6d and the surrender of the former lease, of the rectory of Astall. From old Michaelmas last for 10 years. Rent as before.

Doubled tag for the College Seal, which has been cut off.

Counterpart of the foregoing.

Signatures of lessees.

Witnesses: Charles Leake, William Viner, his clerk.

Two Seals, as on no. 49.

Indenture of lease, 29 December 1826, by the same to Mary Leake, widow, for 166l: 16s: 6d and the surrender of her former lease, of the moiety of the rectory of Astally as before, together with 3 acres 1 rood 23 perches, part of an allotment of 6 acres 1 rood 23 perches in Worsham Mill field on the south side of the private road there bounded on the west by freehold land belonging to Mr Leake on the east by an old inclosure of meadow belonging to Eton College. From old Michaelmas last for 10 years. Rent as before.

Doubled tag for the College Seal, which has been cut off.

Counterpart of the foregoing.

Signature of Lessee.

Witnesses: James Leake, Catherine Leake.

Seal, red wax.

56

Indenture of lease, 29 December 1826, by the same to Samuel Druce, of Witney, gent., for 166l: 16s: 6d and the surrender of his former lease, of the moiety of the rectory of Astally, as before, together with another inclosure containing 9 acres 4 perches, 3 acres being part of the allotment of 6 acres 1 rood 23 perches the remaining part of which is included in Mrs Leake's moiety and the other 6a: 0r: 4p being an old inclosure belonging to the College. From old Michaelmas last for 10 years. Rent as before.

Doubled tag for the College Seal, which has been cut off.

57

Indenture of lease, 8 December 1830, by the same to the same, for 167l: 11s and the surrender of the foregoing, of the same. From old Michaelmas last for 10 years. Rent as before.

Doubled tag for the College Seal, which has been cut off.

58

Indenture of lease, 8 December 1830, by the same to Mary Leake, widow, for 167l: 11s and the surrender of her former lease, of the moiety of the rectory of Astally. From old Michaelmas last for 10 years. Rent as before.

Doubled tag for the College Seal, which has been cut off.

Counterpart of the foregoing.

Signature of lessee.

Witnesses: Charles Leake, James Leake.

Seal as on no. 38.

60

Indenture of lease, 8 December 1830, by the same to Charles Bateman and Henry Bateman, for 268l: 6s and the surrender of their former lease, of the rectory of Astall. From old Michaelmas last for 10 years. Rent as before.

Doubled tag for the College Seal, which has been cut off.

61

Counterpart of the foregoing.

Signatures of lessees.

Witness: Charles Leake, solicitor, Witney.

Two Seals, red wax.

62

Indenture of lease, 26 November 1834, by the same to the same, for 248l: 16s: 10d and the surrender of their former lease, of the same (Asthall). From old Michaelmas last for 10 years. Rent as before.

Doubled tag for the College Seal, which has been cut off.

Counterpart of the foregoing.

Signatures of lessees.

Witnesses: James Leake, solicitor, Witney,
James Ward, junior.

Two Seals as on no. 38.

Indenture of lease, 26 November 1834, by the same to Mary Leake, widow, for 157l: 19s: 4d and the surrender of her former lease, of the moiety of the rectory of Astally, described as so much of the rectory of Asthall and of the glebe (except of the parsonage meadow in Astally) to the same belonging as is lying in the tithing or hamlet of Astally, and all that allotment measuring 106 acres 36 poles etc. From old Michaelmas last for 10 years. Rent as before.

Doubled tag for the College Seal, which has been cut off.

Counterpart of the foregoing.

Mark of lessee.

Witnesses: James Leake, Anne Leake.

Seal as on no. 42.

Uncompleted and unauthenticated licence by the same to Samuel Druce, of Witney, gent., trustee and executor named in the will of Charles Saunders, late of Witney, brewer, deceased, to alienate all his estate in a lease of 8 December 1830 of the moiety of their rectory of Astally. 1836.

Indenture of lease, 13 November 1838, by the same to Charles Bateman and Henry Bateman for 252l: 11s and the surrender of their former lease, of the rectory of Asthall. From old Michaelmas last for 10 years. Rent as before.

Doubled tag for the College Seal, which has been cut off.

Counterpart of the foregoing.

Signatures of lessees.

Witness: James Westell.

Two Seals, the same, rectangular, 18 x 14mm., red wax, applied. A profile, bad impressions.

Counterpart of lease, 13 November 1838, by the same to Ann Stevens, widow, Anne Hopwood, widow, and Catherine Stevens, spinster, devisees under the will of John Leake, late of Witney, gent., deceased, all of Cheltenham, co. Glouc., for 160l: 19s: 6d and the surrender of a lease to Mary Leake,

of the moiety of the rectory of Astally. From old Michaelmas last for 10 years. Rent as before.

Signatures of lessees.

Witness: William Henry Hill, curate of Cheltenham.

Three Seals, rectangular, 15 x 13mm., red wax, applied. [? J.L]

70

Indenture of concurrent lease, 15 December 1838, by the same to Charles Bateman and Henry Bateman, of Asthall, gentlemen, for 360l., of the moiety of the rectory of Asthally, as held by Samuel Druce, deceased. From old Michaelmas last for 10 years, subject to the unexpired term of Druce's lease of 8 December 1830. Rent as before.

Doubled tag for the College Seal, which has been cut off.

71

Counterpart of the foregoing.

Signatures of lessees.

Witness: James Westell, solicitor, Witney.

Two Seals as on no. 68.

72

Indenture of lease, 16 November 1842, by the same to the same, for 16ll: 4s: 8d and the surrender of the foregoing of the same. From old Michaelmas last for 10 years. Rent as before.

Doubled tag for the College Seal, which has been cut off.

Counterpart of the foregoing.

Signatures of lessees.

Witness: James Westell.

Two Seals, identical, octagonal, 15 x 13 mm.,
red wax, applied. A falcon on an arm.

74

Indenture of lease, 16 November 1842, by the same to Ann Stevens, widow, and Kate Stevens, spinster, devisees under the will of John Leake, both of Cheltenham, for 162l: 16s: 4d and the surrender of their former lease, of the moiety of the rectory of Astally, as before. From old Michaelmas last for 10 years. Rent as before.

Doubled tag for the College Seal, which has been cut off.

75

Counterpart of the foregoing.

Signatures of lessees.

Witness: Charles Leake, of Witney.

Two Seals as on no. 38.

76

Indenture of lease, 16 November 1842, by the same to Charles and Henry Bateman, for 255l: 15s and the surrender of their former lease, of the rectory of Asthall. From old Michaelmas last for 10 years. Rent as before.

Doubled tag for the College Seal, which has been cut off.

Counterpart of the foregoing.

Signatures of lessees.

Witness: James Westell.

Two Seals as on no. 73.

78

Indenture of lease, 10 November 1846, by the same to the same, for 252l: 19s: 10d and the surrender of the foregoing, of the same. From old Michaelmas last for 10 years. Rent as before.

Doubled tag for the College Seal, which has been cut off.

79

Counterpart of the foregoing.

Signatures of lessees.

Witness: James Westell.

Two Seals as on no. 73.

80

Indenture of lease, 10 November 1846, by the same to the same, for 160l: 12s: 4d and the surrender of their former lease, of the moiety of the rectory of Astally. From old Michaelmas last for 10 years. Rent as before.

Doubled tag for the College Seal, which has been cut off.

Counterpart of the foregoing.

Signatures of lessees.

Witness: James Westell.

Two Seals as on no. 73.

82

Indenture of lease, 10 November 1846, by the same to Anne Hopwood, of the city of Gloucester, widow, and Kate Stevens, spinster, for 162l: 4s and the surrender of a former lease, of the moiety of the rectory of Astally. From old Michaelmas last for 10 years. Rent as before.

Doubled tag for the College Seal, which has been cut off.

83

Counterpart of the foregoing.

Signatures of lessees.

Witness: William Thomas Newenham, chemist,
Leamington House, Pittville, Cheltenham.

Two Seals, identical, octagonal, 12x 10mm., red wax, applied. Male profile.

84

Indenture of lease, 29 October 1850, by the same to Charles and Henry Bateman, for 223l: 11s: 2d and the surrender of their former lease, of the rectory of Astall. From old Michaelmas last for 10 years. Rent as before.

The College Seal, papered, on doubled tag.

Counterpart of the foregoing.

Signatures of lessees.

Witness: James Westell.

Two Seals, identical, round, 16mm., red wax,
applied. W.

86

Indenture of lease, 29 October 1850, by the same
to the same, for 141l: 3s: 10d and the surrender of their
former lease, of the moiety of the rectory of Asthally. From
old Michaelmas last for 10 years. Rent as before.

The College Seal, papered, on doubled tag.

87

Counterpart of the foregoing.

Signatures of lessees.

Witness: James Westell.

Seals as on no. 85.

88

Indenture of lease, 5 December 1850, by the same
to Henry Leake, of Maidenhead, co. Berks, and of London,
hopfactor, and John Knight Leake, of Chelmsford, co. Essex,
gent., (trustees of the Rev. Robert Massie, of Atherstone,
co. Warwick, and Kate, his wife, late Kate Stevens, spinster),
and Ann Hopwood, of Gloucester, widow, for 142l: 12s: 6d and

the surrender of a lease to the said Ann and Kate, of the moiety of the rectory of Asthall (Astally). From old Michaelmas last for 10 years. Rent as before.

The College Seal, papered, on doubled tag.

89

Counterpart of the foregoing.

Signatures of lessees.

Witness: Charles Leake, Witney.

Three Seals, identical, oval, 16 x 13mm., red wax, applied. A male profile.

90

Indenture of lease, 22 November 1854, by the same to Charles and Henry Bateman, for 3l11: 15s: 4d and the surrender of their former lease, of the rectory of Asthall. From old Michaelmas last for 10 years. Rent as before.

The College Seal, papered, on doubled tag.

91

Counterpart of the foregoing.

Signatures of lessees.

Witness: James Westell.

Two Seals, red wax.

Indenture of lease, 22 November 1854, by the same to the same, for 190l: 0s: 6d and the surrender of their former lease, of the moiety of the rectory of Asthally. From old Michaelmas last for 10 years. Rent as before.

The College Seal, papered, on doubled tag.

Counterpart of the foregoing.

Signatures of lessees.

Witness: James Westell.

Two Seals, red wax.

Indenture of lease, 26 January 1855, by the same to Henry Leake, John Knight Leake and Ann Hopwood, for 224l: 11s: 2d and the surrender of their former lease, of the moiety of the rectory of Asthall (Astally). From old Michaelmas last for 10 years. Rent as before.

The College Seal, papered, on doubled tag.

Counterpart of the foregoing.

Signatures of lessees: Henry Leake signing for

J.K. Leake under power of attorney.

38

Witnesses: George Folland Lovering and Alfred de Jersey, clerks to Messrs Pike, Leake & Co., 6, Wellington Street, Southwark, and James Marriott, junior, and Eliza Marriott, both of Witney.

Three Seals, identical, round, 10mm., red wax, applied.
In Coelo Quies.

96

Indenture of lease, 18 November 1858, by the same to the same, for 204l: 9s and the surrender of the foregoing, of the same. From old Michaelmas last for 10 years. Rent as before.

The College Seal, papered, on doubled tag.

97

Counterpart of the foregoing.

Signatures of lessees: Henry Leake signing for Ann Hopwood as her guardian and trustee under her mother's will.

Witness: G.F. Lovering.

No Seals have been applied.

98

Indenture of lease, 18 November 1858, by the same to Charles and Henry Bateman, for 306l: 1s: 6d and the surrender of their former lease, of the rectory of Asthall. From Michaelmas last for 10 years. Rent as before.

The College Seal, papered, on doubled tag.

Counterpart of the foregoing.

Signatures of lessees.

Witnesses: James and William Clinch, of Witney,
bankers.

Two Seals, identical, round, 15mm., red wax, applied. C.

100

Indenture of lease, 18 November 1858, by the same
to the same, for 160l: 1s: 4d and the surrender of their
former lease, of the moiety of the rectory of Asthally.
From old Michaelmas last for 10 years. Rent as before.

The College Seal, papered, on doubled tag.

101

Counterpart of the foregoing.

Signatures, witnesses and Seals as on no. 99.

102

Indenture of lease, 18 November 1862, by the
same to the same for 171l: 13s: 6d and the surrender of the
foregoing, of the same. From old Michaelmas last for 10
years. Rent as before.

The College Seal, papered, on doubled tag.

Counterpart of the foregoing.

Signatures of lessees.

Witness: John Colins, architect, Putney, Surrey.

Two Seals, identical, round, 12mm., red wax, applied.

Bad impressions of no. 105.

104

Indenture of lease, 18 November 1862, by the same to the same, for 309l: 9s: 10d and the surrender of their former lease, of the rectory of Asthall. From old Michaelmas last for 10 years. Rent as before.

The College Seal, papered, on doubled tag.

105

Counterpart of the foregoing.

Signatures of lessees.

Witness: John Colins.

Two Seals, identical, round, 12mm., red wax, applied. B.

106

Indenture of lease, 18 November 1862, by the same to Henry Leake, of 254 High Street, Southwark, hop factor, and John Knight Leake, of Chelmsford, gent., and Ann Hopwood, of Gloucester, widow, for 208l: 7s: 8d and the surrender of

their former lease, of the moiety of the rectory of Asthell (Astally). From old Michaelmas last for 10 years. Rent as before.

The College Seal, papered, on doubled tag.

107

Counterpart of the foregoing.

Signatures of lessees: Henry Leake for Ann Hopwood,
uncapable.

Witness: James Burnett Pike, of Oxford, gent.

Two Seals, red wax.

108

Counterpart of lease, 7 December 1866, by the same to Charles and Henry Bateman, for 3141 and the surrender of their former lease of the rectory of Asthall. From old Michaelmas last for 10 years. Rent as before.

Signatures of lessees.

Witness: George Cooper.

Two Seals, red wax.

109

Counterpart of lease, 7 December 1866, by the same to the same, for 1901 and the surrender of their former lease, of the moiety of the rectory of Asthally. From old Michaelmas last for 10 years. Rent as before.

Signatures of lessees.

Witness: George Cooper.

Two Seals, red wax.

Counterpart of lease, 7 December 1866, by the same to Kate Massie, of Atherstone, co. Warwick, widow, (late Kate Stevens, spinster), and Ann Hopwood, of Gloucester, widow, for 220l and the surrender of a former lease, of the moiety of the rectory of Asthall (Astally). From old Michaelmas last for 10 years. Rent as before.

Signatures of lessees.

Witnesses: John Massie B.A., gent., Atherstone, and Edward Hyde Penn, surgeon, Witney.

Two Seals, identical, round, 9mm., red wax, applied.
A lion rampant.

Indenture of lease, 13 January 1800, by the same to John Lenthal, of Burford, esq., upon the surrender of his former lease, of the rectory or parsonage of Fulbrook with all tythes appertaining. From old Michaelmas 1798 for 10 years. Rent 4l: 5s and 242 gallons of wheat and 386 gallons of malt or their money equivalent.

The College Seal, papered, on doubled tag.

Counterpart of the foregoing.

Signature of lessee.

Witness: Henry J. North.

Seal, oval, 20 x 15mm., (originally somewhat larger), red wax, applied. JL beneath a running hound.

Rough draft of part of the same. 1 f.

114

Bond, 13 January 1800, by the lessee in 100l
for the observance of the foregoing.

Seal (complete, 22 x 17mm.), signature and witness
as on foregoing.

2 fs.

115

Counterpart of lease, 15 January 1803, by the
same to the same, upon the surrender of his former lease, of
the same. From old Michaelmas last for 10 years. Rent as
before, together with 9l: 4s: 2d in consideration of the
redemption of land tax.

Signature of lessee.

Witness as on foregoing.

Seal, oval, 20 x 16mm., red wax, applied. A male profile.

116

Indenture of lease, 9 February 1808, by the same
to the same, upon the surrender of the foregoing, of the same.
From old Michaelmas 1806 for 10 years. Rent as before.

The College Seal, papered, on doubled tag.

Counterpart of the foregoing.

Signature of lessee.

Witnesses: John Phillips, Benjamin Waters,
attorney, Burford.

Seal, round, 16mm., red wax, applied. W.

118

Indenture of lease, 7 January 1811, by the same,
upon the surrender of the foregoing, to John Tuckwell, of
Burford, gent., of the same. From old Michaelmas last for
10 years. Rent as before.

The College Seal, papered, on doubled tag.

119

Counterpart of the foregoing.

Signature of lessee.

Witnesses: Richard Fox, timber merchant of Bourton-
on-the-Water, co. Glouc., Benjamin Waters.

Seal, oval, 16 x 13mm., red wax, applied. A male
profile.

120

Indenture of lease, 10 January 1815, by the same,
upon the surrender of the foregoing, to the same of the same.
From old Michaelmas last for 10 years. Rent as before.

The College Seal, papered, on doubled tag.

Counterpart of the foregoing.

Signature of lessee.

Witness: George Newmarch, of Burford.

Seal, round, 14mm., red wax, applied. T.

122

Indenture of lease, 27 July 1820, by the same, for 200l and the surrender of the foregoing, to the same of the same. From old Michaelmas last for 10 years. Rent as before.

Doubled tag for the College Seal, which has been cut off.

123

Counterpart of the foregoing.

Signature of lessee.

Witnesses: John Stephens, Jonah Freeman.

Seal as on no. 121.

124

Indenture of assignment, 31 August 1822, by the lessee, for securing 400l and interest, to John Major, of Northleigh, yeoman, of the foregoing. Various documents recited.

Signatures of the parties.

Witness: James Rose, Witney.

Two Seals, identical, round, 10mm., red, wax, applied.

A bird.

4 large ms.

Indenture of lease, 5 December 1823, by the Provost and College for 1801 and the surrender of his former lease, to John Tuckwell of the rectory or parsonage of Fulbrook and the glebe belonging and all that allotment of land in North hill and Slad Quarter and the Down containing 192 acres 2 roods 32 perches (bounds specified) and all that other allotment in Fulbrook meadow containing 11 acres 1 rood 14 perches (bounds specified), which were awarded to the College and Tuckwell upon the late inclosure of the parish, in lieu of the great and small tythes and other rights heretofore belonging to the rectory, by the award of the commissioner dated 10 March 1819. From old Michaelmas 1822 for 10 years. Rent as before.

Doubled tag for the College Seal which has been cut off.

[A sheet of paper contains a note of the description of the allotments that was to be entered in this lease].

126

Counterpart of the foregoing.

Signature of lessee.

Witnesses: Humphrey Tuckwell, John Winnell.

Seal as on no. 121.

127

Indenture of bargain and sale, 15 April 1825, by John Tuckwell, of Burford, auctioneer, to John Pinnell, of Westwell, co. Oxford, gent., for 5s, of an allotment of ground in Slad Quarter in Fulbrook containing 26 acres 1 rood

12 perches, now in the occupation of Pinnell and lately awarded to Tuckwell. For one year for a peppercorn rent.

Signature of Tuckwell.

Witness: John Liddiard.

Seal, red wax, oval, 15 x 12mm., applied. Bad impression.

128

Tripartite indenture, 16 April 1825, between Tuckwell, John Pinnell and Thomas Pinnell, of Holwell, co. Oxford, gent., of sale by Tuckwell to John Pinnell, for 1031l, of the aforesaid allotment, to the use, unless he shall otherwise direct, of the said John Pinnell for his life, with the remainder to Thomas Pinnell if that estate shall be determined by forfeiture or otherwise in the life time of John Pinnell, with remainder, after the decease of John Pinnell, to the said John's heirs and assigns for ever.

Signature, witness and Seal as on the foregoing.

129

Indenture, 20 March 1828, by which John Major, yeoman, transfers to John Pinnell, gent., for 4001 the mortgage on the rectory of Fulbrook.

Signature of Major.

Witness: James Westell, Witney.

Two Seals, identical, round, 20mm., red wax, applied. W.

Licence, 13 June 1828, by the Provost and College to John Tuckwell to assign to John Pinnell his lease of 5 December 1823 of the rectory of Fulbrook.

The College Seal, papered, on doubled tag.

Indenture of assignment, 14 June 1828, by John Tuckwell, of Burford, gent., to John Pinnell, of Westwell, gent., for 416l: 3s: 6d of the same.

Signature of Tuckwell.

Witness: Weston Aplin, Chipping Norton, solicitor.

Two Seals, identical, round, 20mm., red wax, applied. A.

Indenture of lease, 17 January 1829, by the Provost and College, for 625l and the surrender of a lease to Tuckwell, to Ann Pinnell, of Westwell, spinster, of the same. From old Michaelmas last for 10 years. Rent as before.

Doubled tag for the College Seal, which has been cut away.

Counterpart of the foregoing.

Signature of lessee.

Witnesses: Humphrey Tuckwell, William Faulkner.

Seal, red wax, applied, a bad impression.

Indenture of lease, 23 November 1832, by the same, for 406l: 16s and the surrender of the foregoing, to the same of the same. From old Michaelmas last for 10 years. Rent as before.

Doubled tag for the College Seal, which has been cut away.

135

Counterpart of the foregoing.

Signature of lessee.

Witnesses: John Pinnell, of Westwell, Harriet Smyth.

Not sealed.

136

Indenture of lease, 19 December 1836, by the same, for 380l and the surrender of the foregoing, to the same of the same. From old Michaelmas last for 10 years. Rent as before.

Doubled tag for the College Seal, which has been cut away.

137

Counterpart of the foregoing.

Signature of lessee.

Witness: John Pinnell, of Clanfield, Oxfordshire.

Seal, rectangular, 18 x 15mm., red wax, applied.

A male profile.

Indenture of lease, 21 October 1840, by the same,
for 388l: 12s: 6d and the surrender of the foregoing, to the
same of the same. From old Michaelmas last for 10 years.
Rent as before.

Doubled tag for the College Seal which has been cut away.

Counterpart of the foregoing.

Signature of lessee.

Witness: Thomas Pinnell, of Holwell, Oxon.

Seal, round, 10mm., red wax, applied.

Indenture of lease, 30 October 1844, by the same,
for 389l: 13s: 2d and the surrender of the foregoing, to the
same of the same. From old Michaelmas last for 10 years.
Rent as before.

Doubled tag for the College Seal which has been cut away.

Counterpart of the foregoing.

Signature of lessee.

No witness or Seal.

Indenture of lease, 10 November 1848, by the same, for 386l: 19s and the surrender of the foregoing to the same of the same. From old Michaelmas last for 10 years. Rent as before.

The College Seal, papered, on doubled tag.

Counterpart of the foregoing.

Signature of lessee.

Witness: John Pinnell, of Westwell.

Seal, hexagonal, 10mm., red wax, applied. P.

Indenture of lease, 2 November 1852, by the same, for 376l: 2s: 2d and the surrender of the foregoing, to the same of the same. From old Michaelmas last for 10 years. Rent as before.

The College Seal, papered, on doubled tag.

Counterpart of the foregoing.

Signature of lessee.

Witness: T.M. Kerr.

Seal, red wax, applied, a bad impression.

Indenture of lease, 14 November 1856, by the same, for 367l: 0s: 6d and the surrender of the foregoing, to the same of the same. From old Michaelmas last for 10 years. Rent as before.

The College Seal, papered, on doubled tag.

Counterpart of the foregoing.

Signature of lessee.

Witness: Thomas Mark Kerr, Burford, Oxon.

Not sealed.

Indenture of lease, 20 November 1860, by the same, for 442l and the surrender of the foregoing, to the same of the same. From old Michaelmas last for 10 years. Rent as before.

The College Seal, papered, on doubled tag.

Counterpart of the foregoing.

Signature of lessee.

Not witnessed.

Seal, rectangular, 17 x 14mm., red wax, applied.

A figure beside an anchor.

Indenture of lease, 21 October 1864, by the same, for 466l: 18g: 7d and the surrender of the foregoing, to the same of the same. From old Michaelmas last for 10 years. Rent as before.

The College Seal, papered, on doubled tag.

151

Counterpart of the foregoing.

Signature of lessee.

Witness: Thomas Pinnell, Holwell, Burford.

Seal, round, 18mm., red wax, applied. B.

152

Indenture of lease, 15 October 1868, by the same, for 461l: 5g: 6d and the surrender of the foregoing, to the same of the same. From old Michaelmas last for 10 years. Rent as before.

The College Seal, papered, on doubled tag.

153

Counterpart of the foregoing.

Signature of lessee.

Witnesses: Thomas Pinnell, Mary Ann Farmer.

Seal, rectangular, 13 x 11mm., red wax, applied.

A male profile.

Counterpart of lease, 11 March 1875, by the Provost and College, to John Fowler Maddox, of Shipton, farmer, of Waterloo Farm in Fulbrook, containing 235 acres 2 roods 33 perches from 29 September 1874 on a yearly tenancy. Rent 340l clear of all deductions except Land tax and Landlords property tax. With certain reservations. A schedule describes the property.

Signature of lessee.

Witness: Sophia Holmes Knewstub, governess, Shipton under Wychwood.

Not sealed.

Counterpart of lease, 7 November 1893, by the Provost and College to John F. Maddox of 335 acres 1 rood 8 perches in Fulbrook, from 29 September 1893 on a yearly tenancy. Rent 211l. A schedule describes the property.

Signature of lessee.

Witness: Emily Jeanetta Mullis.

2 fs.

Copy of the foregoing.

2 fs.

Counterpart of lease, 19 May 1898, by the same to Mr Augustine Gillett, of Kencott, Oxon, of the same. From 29 September 1898 on a yearly tenancy. Rent 170l.

Signature of lessee.

Witness: Charles Cambray, Lechlade.

158

Memorandum of agreement, 9 January 1894, for lease on a yearly tenancy by the Ecclesiastical Commissioners to the College of 97 acres 2 roods 5 perches in Fulbrook. Rent 60l. A schedule describes the property.

Signed by J.H. Clutton, on behalf of the Commissioners. Endorsed that on 12 December 1898 it was agreed between the parties that the rent should be reduced to 48l. 2 fs.

158^A

Duplicate of the foregoing.

Unauthenticated but with the endorsement signed by the Provost. 2 fs.

159

Counterpart of lease, 15 January 1900, by the same to Charles Clapton, of Kencott, farmer, of a farm in Asthall. From 29 September 1899 on a yearly tenancy. Rent 80l by quarterly payments, and 40l for every acre of meadow pasture, down pasture, gorse or woodlands, which may by mutual consent of the parties be laid down to pasture or

wood or which shall without the written consent of the landlords or their agent be pared broken up or converted into tillage, free of all rates and taxes, the land tax and landlord's property tax and tithe only excepted, with interest at the rate of 4% on any sum the lessors may spend in erecting new building or altering present ones, and to be payable and recoverable as rent. A schedule describes the lands which amount to 144a: Or: 12p.

Signature of lessee.

Witness: Thomas Walter, auctioneer and estate agent, Burford.

(Printed and MS).

Order of exchange, 9 March 1900, by the Board of Agriculture, under the Inclosure Acts 1845 to 1899 and in pursuance of the Board of Agriculture Act 1889, of lands in Asthall specified in a schedule, between the College and Arthur Charles Bateman, esq.

Signature of Jacob Wilson, authorised by the President.

Impressed Seal, and red wax Seal applied, of the Board.

One sheet of parchment, accompanied by part of sheet XXXI of the Oxfordshire 6ins to a mile Ordnance Survey, on which the lands are coloured.

Counterpart of lease, 7 December 1917, by the Provost and College to William Tombs, of Asthalleigh Witney, farmer, of lands in Asthalleigh, described in a schedule, which amount to 222a: Or: 9p. From 29 September 1917 for

57

2 years and then on a yearly tenancy. Rent 110l by quarterly payments and 40l (as in no. 154).

Signature of lessee.

Witness: J.J. Gale, Wallingford, surveyor.

(6 pages).

162

Memorandum of agreement, 15 December 1930, between the Provost and College and the Council of the Administrative County of Oxford by which the College gives up and dedicates to the public for the purpose of road improvement certain parcels of land in the parishes of Asthall and Minster Lovell, shown on these accompanying maps, Scale 66 feet to an inch.

Signature of the Clerk of the Council.

Adhesive paper Seal of the Council.

163

Copy of indenture tripartite, 24 July 1628, between John, Lord Bishop of Oxford, of the first part, dame Elizabeth Tanfild, of Burford, widow, of the second part, and John Palmer, of Bampton, co. Oxon, gent., and John Woodward, of Burford, gent., of the third part, by which the Bishop leases to the said dame Elizabeth the rectory and parish church of Burford, and the chapel of Fulbrooke, with all lands and buildings and other appurtenances belonging thereto, except woods, underwoods, mines and quarries and the advowson of the Church of Burford. To hold for the lives in survivorship of Sir Lucius Carye, Knight, son and heir apparent of Henry Viscount Falkland, Lord Deputy General of

Ireland, Victoria Carye, one of the daughters of the said Viscount, and William Hodges, son and heir apparent of Anthony Hodges, gent., to the use of the said dame Elizabeth and of such to whom she shall by her last will or other writing dispose the same. Rent 20l.

Certified a true copy by Thomas Lumley and Henry Clopton.

11 fs, half of the last missing.

Copy of indenture tripartite, 20 September 1661, between Robert, Lord Bishop of Oxford, of the first part, William Lenthall, of Burford, of the second part, and Benjamin Martyn, of Westminster, gent., John Hughes, of Burford, gent., Robert Yates, of Cygnett, co. Oxon, gent., and John Priory, of Ducklington, co. Oxon, of the third part, by which the Bishop leases to the said Lenthall the same (the vicarage of Burford being worth 8l a year). To hold for the lives in survivorship of John Lenthall, son and heir apparent of the said William, William Lenthall, son and heir apparent of the said John and grandchild and godson of the said William, and John Priory, the younger, of Ducklington, gent., to the use of the lessee and of such to whom he shall by his last will or other writing dispose the same. Rent as before.

Certified a true copy by Thomas Lumley.

6 fs.

Counterpart of lease, 12 November 1859, by the Right Rev. Samuel, Lord Bishop of Oxford, upon surrender of a former lease of 27 July 1847 for the lives of Thomas, Ann and John Pinnell, and for 360l, to Anne Pinnell, of Holwell,

spinster, of that part of the rectory of Burford with the chapel of Fulbrook lying in the chapelry, hamlet or parish of Fullbrook containing in all 97 acres 2 roods 5 perches, occupied by John Taylor as undertenant. The parcels are described. By the Enclosure Award of 10 March 1819 the premises were allotted to the Bishop. To hold, for the lives in survivorship of the said Thomas Pinnell, of Holwell, yeoman, now aged 61, the said Anne, now aged 56, and Joseph, the sone of John Pinnell (deceased), of Westwell, now aged 19. Rent 2l: 3s.

Signature of lessee.

Witness: John Pinnell, of Westwell.

Seal, red wax, applied.

Indenture of lease, 11 August 1866, by Anne Pinnell, of Holwell, spinster, to John Fowler Maddox, of Shipton, farmer, of a messuage or farm house with the barn, thrashing machine, stable, outbuildings, yards, gardens and appurtenances at Fulbrook late in the occupation of Mr Taylor and now of Mr Joseph Pinnell, and arable land adjoining containing 26 acres 1 rood 12 perches, and the farm commonly called the Eton College estate, consisting of various parcels (named, described), and the farm commonly called the Bishop of Oxford's estate consisting of various parcels (named, described). To hold the messuage or farm house and lands adjoining and the Eton College estate from 29 September 1866 for 8 years, and the Bishop of Oxford's estate for the same term, provided the person or persons upon whose life or lives it is held shall so long live. Rent for the former 3l2l: 14s.

and for the latter 127l: 4s; and 50l for each acre of meadow or greensward ploughed, dug, or broken up, or put in tillage, or set or sown with corn, grain or roots.

Signatures of the parties.

Witness: C. Stuart Smyth, solicitor, London.

Two Seals, identical, round, 13mm., red wax, applied. S.

Indenture of assignment, 28 July 1874, by Richard Pinnell, of South Petherton, co. Soms., gent., and Thomas Mark Kerr, of Cambrag, in Cheltenham, co. Glouc., to the Provost and College, for 990l, of the residue of their lease to Anne Pinnell, spinster, of 15 October 1868, of the rectory of Fulbrook. Pinnell and Kerr are executors of the will of Anne Pinnell, now deceased.

Signatures of Pinnell and Kerr.

Witness: Fred. Haynes, clerk to Mr Stiff.

Two Seals, identical, oval, 21 x 15mm., red wax, applied, bearing the name J.T.C. Stiff, solicitor, Eastbourne.

Copy of a quadripartite^{indenture}, 8 April 1702, by which, in consideration of a marriage intended between Oliver Greenway, third son of John Greenway, of West Hendred, Berks, farmer, and Mary Pinnell, eldest daughter of James Pinnell, of the city of Oxford, farmer and alderman, the said John Greenway has bargained and sold to Mathew Pinnell, of Oxford, mercer, Robert Pinnell, of Standford in the Vale, Berks, yeoman, and Robert Greenway, the younger, of Thavies Inn

London, gent., of lands (described) belonging to the manor or farm of Sparsholt or Sparsholts Cort in West Hendred, Berks, to uses (specified). With provisions relating also to properties in Bishopston, Wilts, and in the parish of St Aldates Alias St Tolles in the city of Oxford, and in the parish of St Ebbe in Oxford, together with household stock of hides, skins, etc.

Certified a true copy by Robert Mackason and Richard Hardwidge. 15 fs.

169

Copy of indenture of bargain and sale, 20 May 1725, for 5s by John Greenway, of West Hendred, gent., Oliver Greenway, of Oxford, gent., Mary, his wife, and Elizabeth Greenway, of Oxford, spinster, the only child of Oliver and Mary, to John Wright, of the Inner Temple, esq., and Thomas Prince, of Abingdon, apothecary, of a large messuage and backside, tan yards etc. in Grand Pond in the parish of St Aldates, Oxford, and a little messuage at the back of the same, with lands and buildings in the parish of St Ebbs, Oxford, and lands belonging to the manor or farm of Sparsholt in West Hendred. For one year. Rent a peppercorn.

Certified a true copy by Robert Mackason and Richard Hardwidge. 3 fs.

170

Copy of quadripartite indenture of bargain and sale, 21 May 1725, in consideration of a marriage intended between John Tyrrell, of Standford in the Vale, gent., and Elizabeth Greenway, of the same, to uses (specified).

Certified a true copy by Robert Mackason and Richard Hardwidge. 5 fs.

Counterpart of lease, 28 September 1741, by John Tyrrell of Hatford, Berks, esq., to Robert Webb, of West Hendred, yeoman, of 29 lands containing 16 acres lying in the tything of Sparsholt Court in West Hendred. From Michaelmas last for 8 years. Rent 20l.

Mark of lessee.

Witnesses: Avery Tyrrell, Michael Pidding.

Seal, hexagonal, 8 x 11mm., red wax, applied.

A lion passant.

Endorsed with an agreement of 24 July 1749 extending Webb's tenure for another 8 years from Michaelmas 1749, Mark of lessee. Witness: Henry Davies.

Indenture of bargain and sale, 5 December 1750, by the same, for 5s, to Richard Griffiths, clerk, vicar of the parish church of Astall, of lands lately parcel of the manor or farm of Sparsholt in West Hendred (described). For one year. Rent a peppercorn.

Signature of grantee.

Witness: Henry Davies, John Worlidge.

Seal, round, 16mm., red wax, applied. Armorial.

Quadripartite indenture of bargain and sale, 6 December 1750, by the same for 480l paid by Stephen Weston, of Exeter, esq., executor of the will of Dr Stephen Weston, late Bishop of Exeter and Fellow of Eton College, to the same of the same, to the said vicar and his successors

in perpetuity to their only use. John Newborough, late schoolmaster of Eton College by his will of 18 January 1712 bequeathed to Dr Thomas Richardson and Dr Stephen Weston, then Fellows, the sum of 1000l in trust to buy lands for the augmenting of any two vicarages which were of the full value of 40l a year, 500l for one and 500l for the other. The Provost and Fellows to have the choosing of the vicarages and also of the lands. By a codicil to his will he reduced the 40l to 30l. The will was proved in the Prerogative Court of Canterbury on 18 June 1712. On 17 November 1712 Dr Henry Godolphin, Provost, Mr Thomas Horne, Vice-Provost, Mr John Hawtrey, Dr Thomas Richardson and Dr Stephen Weston, Fellows, unanimously chose the vicarages of Astall and of Thurlby to receive the said augmentation.

Signatures of John Tyrrell and of his wife, Elizabeth (only child of Sir Oliver Greenway, Knight, deceased, and his wife, Mary, also deceased).

Witnesses: Henry Davies, of Stanford, Berks, John
Worldidge, of New Windsor.

Two Seals, identical, as on foregoing.

Terriers, Rentals, Particulars

(174 - 180)

A true Terror of the Landes belonging to the Rectory of Astall ex relacione Johannis Andrewes tennant there. 1602.

Examined by Edmund Duffild, Auditor of the College.

2 fs.

175

Particular note whereby the tythes of Fulbroke are sett out. Taken 12 April 1610 at the relation of Anthony Cole, and in the presence of Robert Cowles, Thomas Cowles, Anthony Cowles, William Taylor, Adam Robins, John Hawkins, Edmund Duffild and Francis Temple.

6 fs.

176

A rental or terrier of "the Lordshipe of Fulbrucke," in two columns, one relating to "the este phild", the other to "the west phild". The tythes are due to the Parsonage of Burford. [?mid 17th cent].

A large parchment membrane.

177

A Perfect Terrar of all the Tithes and Profitts due and rec^d by William Lenthall, esq., att Fulbrooke and Westalhill in the County of Oxon', and of all particular lands from whence they arise.

Taken Anno Domini 1686.

1 f.

Copy of an old account of the Tything of
Burford and Fulbrooke without date, given in by Mr Prior,
1696.

This is a copy of no. 176.

Mr Lenthal's account of titheable lands in
Fullbrook. Number of yard lands, names of proprietors,
acreage and value, tabulated.

"Sent to me by Mr W^m Lenthal in Jan^y 1757. W^m C."

1 f.

A Particular of several estates freehold and
leasehold, late the estate of Henry Heylin Peacock, esq.,
lying within two or three miles of Burford, and an estate
at Letchlade, co. Glouc, viz. freehold farms at Astall and
Letchlade, a leasehold at Minster Lovell held of Lord Lovell
and the parsonage of Minster Lovell held by lease from Eton
College. Bryan Alder at the Swan Inn will shew the estate.
(late 18th cent.)

6 fs.

Inclosure documents

(181 - 188)

A Bill for Inclosing Lands in the parish of
Asthal in the County of Oxford. 52 Geo III sess. 1812.

Printed. 29 numbered printed pages.

An Act for Inclosing Lands in the parish of
Asthal in the County of Oxford. 20 May 1812.

Printed. 33 numbered pages.

Asthal and Asthally inclosure.

Copy of the Allotments containing the particulars of the
Eton College Rectorial Estate.

[16 December 1814].

4 fs.

John Leake, Witney, January 1815, to Mr Brown
sending an abstract of the draught of the Astal and Astally
Inclosure Award, signed by the Commissioners on 16 December
1814. Some alteration is required.

2 fs.

The same, Witney, 10 January 1815, to the same
concerning the renewal of leases of estates at Asthal and Astally
from the College to Mr Druce. The Inclosure Commissioners having
lately made their award and allotted to the College several

parcels of land not easily particularized, he recommends that the College obtains a copy of the relevant part of the award.

2 fs.

186

An Act for inclosing lands in the parish of Fulbrook, in the county of Oxford. Royal Assent 27 June 1817. 57 Geo III sess. 1817.

23 printed pages.

187

Whichwood, Astall and Leafield (Fulbrook) inclosure. Draft of claim by the College, signed by Thomas Batchelder, 19 August 1859, Garter House, Windsor Castle, in respect of certain lands called the Fulbrook allotment in the parish of Whichwood; with a rough pencil drawing on a sheet of tracing paper.

3 fs.

188

Extract from the Fulbrook, Shipton under Wychwood and Taynton Inclosure Award, of 5 September 1863, enrolled in the office of the Clerk of the Peace of the County of Oxford. The extract relates to 11 acres 2 roods 4 perches allotted to the College and Anne Pinnell, their lessee.

A plan on tracing cloth, extracted from the Inclosure Map is attached and shows the allotment, principally in Taynton parish. It is in black ink, the boundaries coloured

pink. 3 chains to an inch. Compass indicator. 1ft line x
1ft 4ins.

The documents are certified true extracts by Thomas M.
Davenport, Clerk of the Peace, July 1890.

Legal Documents

(189 - 199)

Mr Turbill's bill, totalling 4l: 12s: 8d.

The College of Eton v. Lenthall Hil. 1696

Woodward v. Barnesley Eas. 1697

Do. Do. Trin. 1697

1 f.

William Turbill, 8 May 1697, to Mr John Hanson at his house at Eton. "I have amended the declaracions of Ejectment. I told Mr Upman it was necessary to make an entry to void the lease before wee could deliver declaracons, therefore the Colledg under their seale must authorize some person to goe and make an entry att the Barne if no other Glebe, the way is to take a witnes with him and goe to the place and use theis words: I doe enter upon this Barne and upon the Rectory and Parsonage of Asthall and Fulbrook with thappurtenances by the order and on the behalfe of the Provost and Colledge of Eaton, to avoid the lease formerly granted by them to William Lenthall, Esq., deceased, which lease is forfeited by non-payment of rent."

1 f.

Draft by Mr Turbill of a letter of attorney, to make an entry upon the rectory Astall and Fulbrook for the non-payment of a half year's rent at Lady day last. On 2 March 1684-5 the premises had been leased for 20 years to William Lenthall, of Burford, esq., since deceased. To be sealed on 18 May 1697. With a note from Turbill's letter of 8 May of the words to be used on making the entry.

2 fs.

William Turbill, 21 May 1697, to Mr John Hanson at Eton, concerning the date of the entry which should not be later than 27 May.

1 f.

The words of the entry, 27 May 1697, signed by John Hanson and witnessed by the mark of William Mathews, servant to Sir Edmund Fettyplace.

2 fs.

In the Common Pleas. Thomas Ward, plaintiff, versus John Roberts, defendant. Copy of Affidavit by John Hanson, of the Inner Temple, gent., that on 17 October he served Declarations in Ejectment upon certain tenants (named). 31 October 1702.

Woodward v. Cave, in Ejectment. Bill receipted by Richard Whitfield 20 November 1711, to Eton College for 10l: 4s for expenses of fees and documents in the foregoing in Easter and Trinity terms, including 4l: 6s to Mr Hanson, the College Register for his journey of 4 days with 2 horses and a man to make entry for the College and deliver Declarations to all the tenants.

1 f.

In Chancery.

Ex parte Eton College.

In the matter of the Lands Clauses Consolidation Act, 1845, and in the matter of the Holborn Valley Improvement Act 1864.

Declaration of Thomas Mark Kerr, of Cheltenham, gent., concerning the deaths of Elizabeth Pinnell, widow of John Pinnell, on 22 April 1833 and Anne Pinnell on 20 September 1873, and their property of Fulbrook. Signed G Kerr, 26 May 1874.

An extract from the Register of the parish of Westwell of the burial of the former, signed by Wilfred Fisher, rector, 1 April 1874, is attached.

3 fs.

197

Particulars and Conditions of Sale of Waterloo Farm, Fulbrook, by public auction at the Bull Hotel, Burford, 21 February 1874.

Lot I. Purchased by the Provost and College for 2020l.

Printed form, signed by Clement Pinnell, solicitor for the vendors, and Hubert D. Egerton, agent for the purchaser.

Endorsed: This is the particular of sale marked A mentioned in the affidavit of George Rawlence, sworn 23 April 1874.

2 fs.

198

A similar document, relating to Lot 3. Receipts attached.

4 fs.

A similar document, annotated in respect of all six Lots, accompanying an account and correspondence with the Legacy and Succession Duty Department, Somerset House. 1874.

7 fs.

Correspondence

(200 - 240)

Rowland Jones, Astall, 26 October 1646, to Mr Hayles. "When I was in London some three weekes since, I went to Mr Rouse, and shewed unto him what smale stipend was allowed me beinge Viccar, to witte 13 li. per annum, out of which I pay 15s yearely for tenthes; whereas the Parsonage is worth above 100 li. per annum, and desired that either some augmentation by the Colledge might be graunted, or my composition might be restored, estimated to be some 40 li. pounds or upwards; and thereupon I produced a coppie of the first Composition registred at Lincolne. Upon the perusall whereof, he referred this matter unto your Wor^{ship}, beinge one of the bousers Besides the vicarage house, by reason of the smalenes of the stipend formerly allowed the Viccars, is utterly out of repaire, soe that I am constrained to dwell in another house; and I am certified by workemen that 40 li. will not set it up againe"

Seal, round, 17mm., a device, a legend.

John Garrard, [1674], to Dr Meridith, Provost, with a memorandum in five clauses setting out the state of the present dispute with the Bishop of Oxford.

2 fs.

John Garrard, 19 June 1674, to Dr Allestree, Provost of Eton College, at his chamber in Christ Church, Oxford. "Sir, if you and the Colledg had sooner appeard in this busines in demanding your interest in the tiths, severall of the cheifest farmors in Fulbrooke would not have taken any of their Tiths nor been oblided to Mr Lenthall, but that now

is not to be helpt." Recommends "one John Collier that Mr Morris well knowes to be a very honest man."

2 fs.

203

Articles of agreement, 14 December 1675, between the Bishop of Oxford, the Provost of Eton and Mr Lenthal relating to the Tythes of Fulbrook. A tripartite indenture of agreement to be made by which the proportion of the tythes shall be one third to the Bishop and two thirds to the College, and such particular 16 yard lands as should pay to the Bishop and such 32 yard lands as should pay to the College shall be set out.

Signed by H. Oxon, Richard Allestree and John Lenthall.

2 fs.

204

William Turbill, 18 July 1692, to Mr John Hanson at Eton. On inquiry he has been told that Sir Edmond Pettiplace, baronet, and one Mr Prior, both living near Burford, are executors of Mr Lenthall, so has written to Mr Pryor to give him notice of the intended suit, and to learn who else is concerned in the payment of that rent. Mr Upman is not in town. He has sent writs against the other two, Milborn and Hobbs.

1 f.

205

William Lenthal, 24 January 1757, to William Cooke, asking him to send the questions he had promised, before determining the fine. Endorsed with a draft of Cooke's answer.

2 fs.

Answers sent by Mr William Lenthal to queries sent to him by William Cooke, Bursar, relating to tythes etc., in Astall and Astally. January 1757.

One large sheet.

William Lenthal, 6 February 1757, to [the College]. Various matters relating to the tythes etc. of Astall and Fallbrook.

4 fs.

The same, Burford, 21 February 1757, to the Rev^d Mr Cooke, Bursar of Eton College, complaining that the demand for a fine of 165*l* is excessive and asking for an allowance to be made "for the great uncertainty of our getting our rent from the want of houses etc."

Fragment of red wax Seal.

2 fs.

The same, 16 July 1757, to the same, concerning the woods.

Seal, oval, 18 x 14mm., red wax, applied. A helmeted profile.

2 fs.

The same, 1 February 1758, to [the same] concerning the just claim of the College to the tythe of Lowborough Coppice in the tithing of Astally, part of the Duke of Marlbro's trust estate purchased of the late Lord Hide. "My father desires me to make you his compliments but at his time of life can upon no consideration think of undertaking the management of a law-suit," particularly at such a distance from London. Would not the College Register do it much better? Encloses his letter of 7 January 1758 to Mr Butcher, of Great Russell Street, the Duke's agent, on the matter, to which no answer has been received.

3 fs.

211

The same, 13 May 1758, to [the same]. The Duke's agents are inquiring whether there is any reason to suppose that Lowborough is not tythable, apparently without success.

2 fs.

212

The same, Burford, 4 December 1761, to [the same] concerning the rents of Astall, Astally and Fulbrook, and the tythe of Lowborough. He has made several journeys to Woodstock but each time been put off with excuses.

2 fs.

213

The same, Burford, 21 July 1762, to [the same] concerning Lowborough. Has sent the Duke's agents "a strong remonstrance for their trifling insolent behaviour."

2 fs.

Extract from Mr Butcher's letter, to the Duke of 27 September 1762, giving his opinion concerning the tythes of wood. "The proof of actual customary payments is absolutely necessary to support a claim."

2 fs.

Copy of letter from the Duke of Marlborough, 2 August 1763, to Mr Lenthall. "I find by Butcher that you have heard nothing of a letter of his which I sent to Eton College. I took it for granted that they would have sent it to you ... Hearing nothing from the College I really thought they had been convinced by that letter that the tythe was not payable If you are not convinced sufficiently by it I shall be very glad if you and the College will think of the most amicable manner of settling it that the case will allow of and I shall be ready to come into it."

1 f.

Copy of letter from Lenthall, Burford, 3 August 1763, to the Duke renewing the claim and promising to write further after consulting the College.

2 fs.

The same, 8 August 1763, to [Wm Cooke] enclosing the two foregoing copies and arranging to visit the College in the near future.

2 fs.

Copy of letter from the same, 19 September 1763, to the Duke fully stating the case and controverting Mr Butcher's interpretation of a Decree of Lord Hardwicke. "I defy him to prove the contrary. His intentions are only known to himself, but I shall always think I am at liberty to put my own construction upon them, which is that they were calculated more to put us to expense and give us trouble, in both which he has but too well succeeded for seven years past, than out of the least real regard for your Grace's interest."

2 fs.

219

The same, Burford, 10 January 1764, to [W^m Cooke]. Butcher has lost his post, and a much more worthy man been put in his place, and the money for the tythe is going to be paid.

2 fs.

220

The same, 4 August 1765, to the same concerning the Fulbrook tythes.

2 fs.

221

The same, Priory, 30 October 1769, to the same at Denham near Uxbridge, concerning his rent, a possible enclosure, a present he had sent of venison.

Seal, oval, 20 x 13mm., black wax, applied. Profile of classical youth.

2 fs.

The same, Priory, 24 September 1770, to the same concerning the same topics.

Seal, oval, 20 x 13mm., red wax, applied. Armorial.
2 fs.

223

The same, Besselsleigh, 7 November 1771, to the Rev^d Mr Roberts, Bursar, rejecting a demand for a bond for 200l. His fortune "is too considerable to leave the least doubt but twill always be a sufficient security for your trifling lease of Astal and Fulbrook."

2 fs.

224

William Lenthal, Priory, 15 August 1774, to the Rev^d Dr Roberts, Bursar, enclosing a demand from Mr Knollis, vicar of Fulbrook, for the tythes of seeds, and asking what, as the College lessee, he is to do. His tenant in Fulbrook has hitherto not paid them. The general opinion of the clergy in the neighbourhood is that the claim is justified.

Seal, oval, 23 x 21mm., red wax, armorial.
2 fs.

225

The enclosure to the foregoing from Francis Knollis, Burford, 8 August 1774, while expressing "a disinclination to any thing that might be interpreted as tending to dissolve that union which sh^d subsist between a

Clergyman and his Parishioners," claims that "you will find the tithe of seed clover to be a vicarial tithe by judgment given in several recent tryals."

l f.

Francis Knollis, Burford, 23 August 1774, to William Lenthal concerning the same. " It will be unnecessary to observe to you who are versed in husbandry that altho' clover is generally seeded after the Rector has had tithe of a crop of hay, yet sometimes the Farmer will not cut a first crop but suffer it to stand for seed and afterwards plow in the roots. But whether it is seeded after a crop first cut or fed late and then let stand for seed it cannot alter the nature of the thing itself; for by what culture it becomes seed is no concern of the vicar. Seed it is and as such titheable by him I mean by all seeds, those of every kind which are not in the common acceptation termed corn, and I believe no Farmer ever understood either clover-seed, st. foin-seed or turnip to be comprehended in that word. All garden seeds you know I receive tithe of, and should the course of husbandry in my parish undergo any future alterations by the introduction of other seeds from the continent or elsewhere, the tithe of them and every other produce of the land (not being hay or corn) will unalienably remain the right of the vicar and as such in justice to myself and successors will constantly be claimed."

l f.

William Lenthal, Priory, 26 August 1774, to the Rev^d Dr Roberts concerning the same " ... the following is the best account I can give you of the usual manner of husbandry in these parts. Our Common Fields are open and extensive divided into quarters, a certain portion of which lies annually

fallow for the commoners' sheep, but the Farmers generally agree to take a certain quantity of land and of these fallows to sow pease, beans, dill, vetches and clover. This is called the hitching and for which they bate two or three sheep commons for every acre and in some parishes more. These lands are immediately common again as soon as the crop is off, consequently no aftermath can stand for seed. If the first crop is made into hay, it is taken up as a Great Tithe. You will please to observe this mode of husbandry, tho' extremely advantagious to the Farmers and Rector, is certainly a loss to the vicar, as it vastly lessens the number of sheep, consequently his tithe wool etc

This letter (2 fs) together with the foregoing as an enclosure were sent in an envelope sealed as on no. 224.

228

William Lenthal, Priory, 24 September 1774, to the Rev.^d Dr Roberts concerning the same.

Fragments of Seal as on no. 224.

229

The same, Priory, 29 August 1775, to the same. The affair relative to the demand of the vicar, Mr Knollis, for the tythe of seeds is at last adjusted between him and Mr Prior, tenant to the Bishop of Oxford. Knollis gives up, for his own time only, the tythe of vetches and dill, Prior gives up all other seeds.

Seal, oval, 22 x 20mm., red wax, applied. Armorial, one and four, 4 fusils in bend, two and three on a bend cotised 3 mullets (Lenthall),

2 fs.

The same, Priory, 15 October 1775, to the same, objecting to renew his lease the fourth instead of the fifth year. "I choose to leave it to my nephew as I received it from my father." Describes his nephew's gallantry at Bunkers Hill. Has had to rebuild the side wall of the barn at Astol.

Seal as on foregoing.

2 fs.

231

The same, Priory, 31 October 1775, to the same. Endorsed at the College "Mr Lenthall accepts the Fine the 4th year instead of the 5th, but complains as usual."

1 f.

232

Edward Betham, 8 April 1776, to Mr Edward Palmer, attorney at law at Coleshill, Warwickshire. Notes concerning Coggs and Minster Level rectories and Astall and Fulbrook.

Seal (broken), octagonal, about 16 x 14mm., red wax, a rose.

2 fs.

233

J. Lenthall, Priory, 4 September 1786, to the Rev^d John Norbury, Bursar, pointing out the disadvantage to himself and the College, in the event of the enclosure of Fulbrook, of accepting an allotment of land in lieu of tythes. For the College (as well as the Bishop of Oxford) owning no land there, has no farm buildings, and the building of them would be a great outlay. The draft answer of the College is written on the

letter, and agrees with Lenthal. Mr Palmer, who surveyed the estate in 1774, is going to attend the meeting on behalf of the College and opposes the measure.

2 fs.

234

Henry J. North, Woodstock, 19 November 1798, to Edward Brown, esq., with a table of the apportionment of the rents and other incumbrances of Astall and Fulbrook rectory on lease from the College to John Lenthal, esq., as the same is intended to be disposed of by the lessee with the consent of the College, viz. in the three divisions of Astall, Astally and Fulbrook.

Seal, round, 18mm., red wax, a male profile.

2 fs.

235

W. Bateman, Asthall, 4 October 1799, to the Rev^d William Roberts, criticising Mr Eagle's excessive valuation of the Asthall tythes.

Seal, red wax.

2 fs.

236

Thomas Eagle, Baginton, 18 October 1799, to the Rev^d William Roberts. Has received a letter from Mr Leake reminding him of making an abatement in the tithes of Asthal and Asthally lordships on account of what they call Hitchin, that is, sowing clover or vetches occasionally for cutting

green as fodder, instead of grain. He can only say that he believes his calculations to have been fair. References to the Weedon road and to Bloxham.

2 fs.

237

John Leake and Charles Sanders, Witney, 10 December 1799, to the Rev^d William Roberts asking that their lease of the Astally tythes be made out to them, as tenants in common, and to their several and respective executors and administrators, as it is intended that no benefit of survivorship shall be taken.

2 fs.

238

The foregoing letter is pinned to a printed bill of sale of the Great and Small Tithes of Astall and Astally, held by lease of the College of Eton from Mid 1794 for 10 years, renewable every 4 years. To be sold by auction by John Churchill and Son on 22 July 1796 at Staple Hall Inn, Witney.

2 fs.

239

Edward Brown, Eton College, 15 January 1811, to John Leake, esq., saying that he encloses the counterparts of leases of Astall and Astally for execution.

2 fs.

240

John Leake, Witney, 3 May 1815, to the same asking the state of forwardness of the new intended leases of the tythes of Astall and Astally.

2 fs.

Notes, Memoranda, Copies of records

(241 - 255)

Note from a record in the Augmentation Office of a lease of the rectory and church of Burford and the chapel of Fulbroke, parcel of the late College of Fotheringhay, to Thomas Smyth on 1 November 1545 for 60 years for a rent of 20l. Instruction from "Burleigh Thesaur'" to make a lease of the premises to Mary Johnson, [? Henry] Johnson, and William Johnson in November 1584 for their lives successively.

1 f.

242

Copy of certified Extract from the Register of Hugh Wells, Bishop of Lincoln, concerning the vicarage of Esthale in the Archdeaconry of Oxford, 1209. In the hands of Rowland Jones. Certified by John Pregon, Registrar. [1646].

1 f.

243

Note from records in the Tower concerning the rectory of Asthall or Esthall and Fulbroke. [17th cent].

1 f.

244

Note from records in the First Fruits Office. [17th cent].

1 f.

Historical notes concerning the Rectories of Astall or Esthall and Fulbroke in twelve clauses from the time they were a portion of the Alien Priory of Minster Lovell until the lease in 1655 to trustees on behalf of Harry Lord Falkland. [mid 17th cent].

2 fs.

Extract from the Register of Hugh Wells, who became Bishop of Lincoln in 1209, of a grant to the Abbot and Convent of Keinesham of all the tythes of corn of the church of Bureford and the chapel of Fulebroc, with the messuage of the mother church which belongs to the parson, to be converted to their own use and possessed in perpetuity. All the land of the church and chapel aforesaid, however, and the messuage pertaining to the perpetual vicarage and all else pertaining both to the mother church and to the chapel (except the tythes and messuage aforesaid) shall pertain thereto to be assigned to the uses of the perpetual vicar. Maydeston the day before the Kalends of September in the sixth year of Wells' pontificate, 31 August 1215.

Certified a true copy by Robert [? Shipman], notary public, on 28 February 1673-4.

2 fs.

Extracts from records in the Tower concerning Asthall, Fulbrook and elsewhere.

Certified by William Ryley, deputy of Algernon May, Knight, 27 and 28 April 1674.

2 fs.

Memorial by Gilbert Crouche, 29 May 1674,
concerning the title of the College to Fulbrooke tythes,
including extracts from records in support of the same.

6 fs.

249

Memorandum concerning the same, with question
whether it be advisable to prefer a bill in Chancery, and
other questions, [1674].

1 f.

250

Extract from a record in the King's
Remembrancer's Office in the Exchequer. "This is a copy
of soe much of a taxation Rolle in y^e Excheq^r as can be read.
Y^e title cannott be read only it may be understood to be by
Inquisicion." It relates to the taxation of the church of
Esthall with the portion in Fowbroke.

Copy examined 4 June 1674.

2 fs.

251

The case of Fullbrook Tithes. A memorandum in
seven clauses, defending the College's right to part of the
same. "When the lands of the Bishops of Oxon were surveyed
in the late unhappy times to be sold, Mr Lenthall gave a
particular of Fullbrook as belonging wholly to the Bishops
of Oxon, but he would not permit the surveyors to examine it,
though they were sworn to do so." "That he had not a good

right to the whole seems to appear in this that he would not permit the Parliamentary surveyors to keep their oath and frame a particular according to the testimony of the parishioners but forced a survey upon them in which he returned the Tithes of Fullbrook as wholly belonging to the Bishops of Oxon that so at an easy rate he might buy a more entire and bigger purchase which by his power he doubted not to make good against the College." [1674].

2 fs.

252

Extract from the Parliamentary Survey of the Bishopric of Oxford, stating that part of the Tythe Corn of Fulbrooke viz. of 14 yard lands (the whole township containing about 50 yard lands) belongs to the College of Eton. [1674].

1 f.

253

Abstract of the title of John Tyrrell, esq, to lands in West Hendred, Berks.

Annotated with the approval of G. Proctor, 27 April 1750.

2 fs.

254

Notes concerning Astall and Fulbrook, with questions for Mr Lenthal. [Jan. 1757].

1 f.

Notes concerning the fine for adding 6 years
to 4, according to the tables, showing the difference between
Mr Palmer's and Mr Wright's valuation. [? 1775].

4 small folios.

M a p

(256)

Sheet XXV and a part of XXIV of the Oxfordshire six inches to a mile Ordnance Survey 1886 including Asthall Leigh and Fulbrook.

For Sheet XXXI of the same, see no. 160

For an extract of the Inclosure Map of Fulbrook, Shipton and Taynton, see no. 188, and a rough pencil drawing relating to the same, no. 187.

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ETON COLLEGE RECORDS

Vol. 53

Shipdham and East Bradenham,

co. Norfolk.

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I n t r o d u c t i o n

5

The property held by the College at Shipdham and East Bradenham, co. Norfolk, was obtained by an exchange dated 11 February 1825 (no. 25) with Wirley Birch, esq., for the neighbouring manor of East Wretham. The latter had appeared in the original endowment of the College. The records at Eton relating thereto have been catalogued in Eton College Records vol. 30. A College lease of East Wretham of 1820, (no. 24) found among the Shipdham documents, has been catalogued here.

With the exchange, various leases and conveyances of the property, both original and attested copies, passed to the College. They go back to the early years of the eighteenth century and are of particular interest as they illustrate, from the very centre, the agricultural revolution that was brought about by "Turnip" Townshend. For the property at Shipdham had been part of the Norfolk estates of the Townshend family. To one familiar with the normal eighteenth century College lease, that hardly differs in wording from its predecessors of two centuries earlier, these Norfolk leases are startling. The terms on which the yeomen farmers held their lands show that on the Townshend estates, agriculture was not a matter of sleepy mediaeval routine but concerned with improvement and experiment.

The second Viscount Townshend, "Turnip" Townshend, having been Secretary of State to George I, had been in retirement from public life some years before his death in 1738. While attending George I on one of his excursions to Germany, he had there "observed the turnip cultivated in open and extensive fields as fodder

for cattle, and spreading fertility over lands naturally barren; and on his return to England, he brought over with him some of the seed, and strongly recommended the practice which he had witnessed to the adoption of his own tenants on the Rainham estate. A district which had consisted almost entirely of sheep walks and rabbit warrens was rendered highly productive. Mr Coke used to say that in his early days two rabbits could frequently be found quarrelling for one blade of grass." 1.

Turnips had long been known as a garden vegetable. Townshend's main contribution to agriculture was the growing of turnips on a large scale, without which the developments of stock breeding would have been impossible. He also introduced the practice of marling, advocated enclosures and demonstrated the value of clover, as well as of turnips, as one of the pivots of agricultural progress. Pope said of him, "that kind of rural improvement which arises from turnips" was "the favourite subject of Townshend's conversation." 2.

Most precise instructions about tillage appear in these leases, in which the word "husbandlike" occurs again and again. Bushes and thorns are to be cut in "an husbandlike and careful manner". The lessee is not to take more than two crops of any corn or grain successively (turnips not to be accounted a crop) "without sumertilling or laying down the same in an husbandlike manner and being so laid down---" the lessee "shall and will cause such land

1. R.A. Mason The History of Norfolk (1884) p. 605.

2. Dictionary of National Biography, S.V. Townshend.

to lye one yeare before the breaking up the same again". He shall "spend and consume all the hay, straw, stover and fodder which shall be renewing, growing, arising and increasing upon the premises," and "the muck, sullage, dung and compost thereof ariseing or from the cattle to be fed or foddered therewith shall and will in an husbandlike manner lay and bestow upon some part of the premises---." The lessor shall have the liberty of sowing clover or other grass seeds upon any of the demised lands which shall be sown with barley or oats in the last year. The lessee "shall and will on or before the first day of July in the last year of the said term leave and yield up "to the lessor" fifteen acres of arrable land --- summertilled, plowed and harrowed in an husbandlike manner with four clean earths and fit to be sown with turneps vizt. with two winter and two summer earths."

Further provisions concern the maintenance of "drains, watercourses and ditches as well as gates, pales, posts, rails, styles, hedges, wall fences, glass windows, locks, bolts, bars, keys, snacks, hooks, hinges and vardels."

A hundred and fifty years later, the tradition established by Townshend reveals itself in the following undertaking by a College lessee (no. 68): "and to cultivate the land in an husbandlike manner according to the custom of the county of Norfolk".

It should be added that in a recent article published by the Norfolk and Norwich Archaeological Society it has been shown how many other names beside that of Turnip Townshend must share the credit of the agricultural revolution.¹ "The first turnips definitely known to have been grown on the Townshend estates in Norfolk were cultivated at Shropham in 1681, long before Turnip Townshend took any interest in the subject. Colonel Walpole, at Houghton, in the midst of what Young later called good sand, was even earlier in the van of agricultural improvement. He grew large quantities of turnips at Houghton as early as 1673, and clover was a crop that formed part of his regular routine."

Moreover, by the end of the seventeenth century, turnips were being grown in many parts of England beside Norfolk. "There were percipient, foresighted farmers in other counties, who were quite as willing as Norfolk farmers to make innovations when they had the opportunity; but it was the more progressive of the Norfolk men who became an example to the whole country."

It is to be presumed that an exchange of documents took place at the time of the exchange of properties. This would account both for the presence of the eighteenth and early nineteenth century leases of Shipdham among the College records, and the absence of analogous documents relating to East Wretham among the Eton records for the same period.

1. Norfolk Archaeology vol. XXXIII part III (1964) p.332.

"Norfolk Improvers:" their farms and methods.

A re-assessment. By G.E. Fussell.

Noel Blenkins

Leases and Conveyances

(1 - 23)

Indenture of lease, 1 January 1712-3, by Charles, Viscount Townshend, Baron of Lynn Regis, to Ash Windham, of Felbrigg, esq., Robert Walpole, of Houghton, esq. (son of Robert Walpole, esq., deceased), William Monson, of Broxborne, co. Herts, esq., and George Monson, of Grayes Inn, esq., for 5s, of a messuage or tenement in Shipdham, late in the tenure of John Fuller and now of John Stagg, and a messuage now waste with an inclosure adjoining containing 3 acres and a purpresture adjoining of the tenement Netheckles, and a messuage now waste with 4 acres of the tenement Buntings and 1 acre of the tenement Clarkes and $\frac{1}{2}$ acre of the tenement Wades, and a messuage or tenement built with 2 acres of the tenement Badwell, and $\frac{1}{2}$ acre with a parcel of a messuage of the tenement Richard Clarkes, and $1\frac{1}{2}$ acres of the tenement Freebornes Minor, and $1\frac{1}{2}$ acres of the tenement Richard Wades, and $\frac{1}{2}$ acre of the tenement Stephens the son of Peter, and 8 acres late of the tenement Buntings, and 4 acres in one close called Cattons, and 3 acres formerly Agnett Hubbards, and 1 rood of the tenement Hunks formerly Walters, and 1 acre 1 rood of the tenement Burchers, and $1\frac{1}{2}$ acres with a garden of the tenement Buntings formerly Nicholas Frost, and $4\frac{1}{2}$ acres of divers tenements in Buntings Field alias Long Row, and 10 acres of the tenement Clarkes, and 4 acres of the tenement Crowes, and $11\frac{1}{2}$ acres parcel of divers tenements, and $\frac{1}{2}$ acre of the tenement Lawrence Smith in a close near the park of the lord. For one year. Rent a peppercorn.

Signature of grantor.

Witnesses: James Calthorp, Robert Britiffe,
Richard Neve.

Seal, oval, 18 x 15mm., black wax, applied.

Armorial, Townshend impaling?

Indenture of release, 2 January 1712-3, by the same to the same, for 440l, of the same, to uses specified.

Signature, witnesses and Seal as on foregoing.

4. m.s

Indenture of lease, 29 August 1737, by Charles, Lord Lynn, Baron of Lynn Regis, to Alexander Paine, of Shipdham, yeoman, of a messuage and farm in Shipdham, late in the occupation of William Boulter, situate there or in neighbouring parishes, and a parcel of land in Shipdham commonly called Horse Row, containing 46 acres, late in the occupation of the said Boulter; except all timber, wood and underwood (bushes and thorns cut "at seasonable times and in an husbandlike and careful manner and used for the necessary fenceing stuff" being excepted from this reservation); also reserving free ingress, egress and regress for the lessor "with men, horses, carts and carriages as well for the viewing and repairing of the said premises and laying materials thereupon for that purpose as for the topping, loping, hewing, sawing, coutting down, stubbing up, converting, taking and carrying away any of the said wood, timber or underwood---, and also for fishing, fowleing, hawking and hunting". From 29 September next for 21 years. Rent 130l: 8s. The lessee not to take more than two crops of any corn or grain successively (turnips not to be accounted a crop) off any part of the premises "without sumertilling or laying down the same in an husbandlike manner and being so laid down that ~~he~~ the said Alexander

Paine --- shall and will cause such land to lye one yeare before the breaking up the same again". The lessee shall "spend and consume all the hay, straw, stover and fodder which shall be renewing, growing, arising and increasing upon and from the said demised premises and every part thereof during the first twenty years of the term upon some part of the same premises, And the muck, sullage, dung and compost thereof ariseing or from the cattle to be fed or foddered therewith shall and will in an husbandlike manner lay and bestow upon some part of the said premises (except the muck to be ariseing and made in the last year of the said term which shall be in an husbandlike manner left in the yards or upon some convenient part of the said premises turned up in heaps at proper and seasonable times in the last year" by the lessee), with provisions about the threshing and leaving of the corn in that last year. The lessor shall have the liberty of sowing clover or other grass seeds upon any of the demised lands which shall be sown with barley or oats in the last year. The lessee shall not "plow, digg, break up or put in tilth any of the meadow grounds ---- otherwise than for draining the same in an husbandlike manner", upon pain of 40s for every acre so ploughed. With penalties for the cutting of timber. The lessee to pay the tythes of the lord's closes.

Signature of lessee.

Witnesses: Edward Case, John Dodman.

Fragment of Seal, red wax, applied.

Two endorsements:

- 1) - Agreement between Charles Lord Viscount Townshend, Baron of King's Lynn, formerly called Lord Lynn, and the said Paine that the latter may convert into

tillage the Further Close and parts of Parkhill Close and Middle Close, with provisions as to crops and their sequence and manner of sowing. And a renewal of the lease from Michaelmas last for 21 years, at the same rent. 15 October 1750. Signature of lessee. Witnesses: Thomas Fenn, W^m [] Hawys [?]

2) In consideration that Viscount Townshend has given leave for the breaking up of some pasture land, agreement to provide all such good winter corn straw as shall from time to time during this lease be wanting for repairing buildings mentioned in the lease, without any allowance for the same. 8 July 1755.

Mark of Ann Payne, signature of Alexander Payne.
Witness: B. Alders, junior.

l. m

4 ✓

Indenture of lease, 18 October 1755, by Charles Viscount Townshend to William Garthon, of Shipdham, farmer, of all those lands, meadows, pastures or feeding grounds in Shipdham commonly called Westhall Wood, now in the tenure of Garthon and one Thomas Denn, and those called Lords Meadow, now in the tenure of the Rev. C. Bullock, and those in East Braddenham, late in the tenure of Henry Sutton, called Gamereed; reserving all timber, wood and underwood (bushes and thorns excepted, as in foregoing); also reserving free ingress etc. for viewing and repairing, also for the lessor and his "companions, agents and servants, to hawk, hunt, fish, fowl, course and sport" on the premises. From

10 October last for 21 years. Rent 86l. With provisions concerning crops, including one that the lessee "shall and will on or before the first day of July in the last year of the said term leave and yield up unto the said Lord Viscount Townshend his heirs and assigns fifteen acres of arable land part of the said premisses hereby demised summertilled plowed and harrowed in an husbandlike manner with four clean earths and fit to be sown with turneps vizt. with two winter and two summer earths."

Signature of lessee.

Witnesses: Edward Case, Philip Case.

Seal, oval, 15 x 12mm., red wax, applied. Armorial, on a chevron?

l. m
5 ✓

Indenture of lease, 30 March 1764, by George Viscount Townshend to William Gibson, of Shipdham, yeoman, and William Chamberlain, of Wendling, yeoman, of a messuage and farm in Shipdham called the Hall Farm with lands belonging containing 307 acres, late in the tenure of Clere Bone and afterwards of William Bone, reserving timber etc (except bushes etc) and the right to dig and carry away any marl, clay, gravel, sand or stone out of any pits made or to be made, and to hawk etc. From 10 October last for 21 years. Rent 150l: 2s. Provisions concerning the maintenance of drains, watercourses and ditches as well as gates, pales, posts, rails, styles, hedges, wall fences, glass windows, locks, bolts, bars, keys, snags, hooks,

15
hinges, and vardels, and concerning cultivation.

Signatures of lessees.

Witnesses: Edward Case, Charles Case.

Two identical Seals, oval, 20 x 15mm., red wax,
applied. Classical profile of bearded man.

Two endorsements:

1) Memorandum of promise by the lessees to keep
a hound gratis for the lessor whenever it shall be his
Lordship's pleasure to send one. 11 January 1765,
Signatures and witnesses as on the above.

2) Agreement by William Gibson to quit and give
up possession of the farm on 10 October next, performing
all the covenants within written. 21 March 1785.

Signature of Gibson. Witness: Jo. Shearing.

l. m

6 ✓

Indenture of lease, 12 October 1773, by George,
Viscount Townshend to George Payne, of Shipdham, farmer,
of a messuage and farm in Shipdham, late in the occupation
of Alexander Payne, and all that parcel of land called Horse
Row (as no. 3). From 10th October last for 10 years. Rent
180^l, to be paid at Rainham Hall quarterly. Provisions
concerning repairs, maintenance, cultivation, etc.

Not authenticated.

l. m

7 ✓
Counterpart of the foregoing.

Not authenticated. 1. m

8 ✓
Indenture of lease, 16 October 1777, by George Viscount Townshend to Thomas Barker, the younger, of Kittlestone, farmer, of a messuage or farmhouse with lands belonging (except a meadow called Lord's Meadow) in Shipdham, now or late in the occupation of William Gathon, reserving timber, liberty of ingress etc. From 10 October last for 14 years. Rent 135l. Provisions concerning repairs, maintenance, cultivation, etc.

Signature of lesser.

Witnesses: S. Borrett, Jo. Shearing.

Seal, oval, 18 x 13mm., red wax, applied. A profile, a bad impression. 1. m

9 ✓
Indenture of lease, 1 January 1783, by George Viscount Townshend to Robert Coe, of Shipdham, farmer, and George Payne, of the same, farmer, of the same, now in the occupation of the said Coe. From 10 October last for 15 years. Rent as before.

Signature of Coe.

Witnesses: S. Borrett, John Futter.

Three Seals, red wax, as on foregoing, bad impressions. 1. m

Indenture of lease 11 August 1815 by John Smith, of George Street, near the Mansion House, esq., Francis Williams Sanders, of Lincoln's Inn, esq., Lord John Townshend, of Balls Park, co. Herts, and Robert Blake, of Essex Street, Strand, esq., to Charles, Marquis Cornwallis, for 5s, of the manor or lordship of Shipdham and the advowson and right of patronage and presentation to the rectory or parish church of Shipdham, and all that farm formerly in the occupation of Edward Vincent at the yearly rent of 92l: 7s: 3¹/₂d, and all that farm formerly in the occupation of Clare Bone at the yearly rent of 95l: 10s, and all that farm formerly in the occupation of Robert Manning at the yearly rent of 97l, and all those lands formerly in the occupation of Edward Glover at the yearly rent of 75l, and all those lands formerly in the occupation of Thomas Cornwall at the yearly rent of 24l, and all those lands formerly in the occupation of James Ingleton at the yearly rent of 19l, and all those lands formerly in the occupation of Thomas Denn at the yearly rent of 30l (all these farms are mentioned in a schedule written under certain articles of agreement dated 1 March 1810), and an allotment of 5 acres on Thorpe Row Common. The greater part of the premises were formerly part of the ancient park of Shipdham and are exempt from the payment of tythes and subject only to a modus or payment of 6s: 8d in lieu thereof. For one year. Rent a peppercorn.

Signatures of grantors.

Witnesses: W. Sterne, T. Gregson, John Fawkener, all of 14 Essex Street, Strand, and Charles Street and George Shaft, both of Arundel, gents.

Four Seals, red wax, applied.

l. m.

Indenture of bargain and sale, 12 August 1815, by the same, in pursuance of recited Orders of the Court of Chancery of 13 August 1814 and 1 August 1815, and for 43,569l: 12s paid into the Bank, to the same of the same. The premises in Shipdham and Braddenham are described in a schedule, with field names, acreage and names of tenants.

Signatures, witnesses and Seals as on the foregoing.

Attached to the deed is the Accountant General's certificate, in Chancery, of the payment of the above sum into the Bank, in Lord John Townshend v. Marquis Townshend and Smith v. Mundy (2 fs).

8. ms

2. fs

12 ✓

Indenture of bargain and sale, 12 August 1815, by the same to the same of the same, for 38,569l: 12s paid into the Bank with the privity of the Accountant General of the High Court of Chancery to the credit of two causes, in one of which Lord John Townshend and Robert Blake are plaintiffs, and George, now Marquis Townshend and others are defendants, and in the other John Smith and Francis Williams Sanders are plaintiffs, and Edward Miller Mundy, esq., and others defendants, and for 5s paid to each of John Smith and Francis Williams Sanders.

The document includes a schedule as in the foregoing.

Signatures, witnesses and Seals as on the foregoing.

Endorsed that the deed is enrolled in the Court of Common Pleas Trin. 55 George III rot. 114.

2. ms

Indenture of eight parts, 12 August 1615, between Richard White, of Essex Street, esq., of the first part, William Ainge, of the same, gent., of the second part, Edward Boodle, of Lower Brook Street, of the third part, John Smith, of George Street, esq., and Francis Williams Sanders, of Lincoln's Inn, esq., of the fourth part, Lord John Townshend, of Balls Park, and Robert Blake, of Essex Street, esq., of the fifth part, Charles, Marquis Cornwallis, of the sixth part, John Vernon, of Lincoln's Inn, esq., of the seventh part, and William Francklin, of Lincoln's Inn, esq., of the eighth part, by which the said White assigns the premises or a part thereof as comprised in recited indentures to the said Vernon for a term of 2000 years in trust for Marquis Cornwallis; and the said Ainge makes a similar assignment to the said Francklin for 300 years; and the said Boodle makes a similar assignment to the said Francklin for 300 years. The assignments are made at the request and appointment of the other parties to the indenture.

Signatures of White, Ainge, Boodle, Smith, Sanders,
Townshend and Blake.

Witnesses: W. Sterne, T. Gregson, John Fawcener,
Charles Street, George Shaft, Edward
Horton, John Pennington.

Seven Seals, red wax, applied.

Covenant, 12 August 1815, by Lord John Townshend and Robert Blake, esq., devisees in trust under the will of the late George, Marquis Townshend, with Charles, Marquis Cornwallis, his heirs and assigns, to produce upon reasonable request any deeds or evidences mentioned in a schedule or in any way affecting the manor and other hereditaments conveyed by the foregoing. The schedule enumerates thirty documents from 20 May 1723 to Trinity 55 George III.

Signatures of grantors.

Witnesses: W. Sterne, Charles Street, George Shaft.

Two Seals, red wax, applied.

3 ms

Indenture of lease, 6 February 1818, by Charles, Marquis Cornwallis to Edward Turnor, esq., for 5s of a farm at Shipdham containing 248 acres 3 roods 37 perches, now in the occupation of Fuller Pecks at the rent of 335l; and another farm there containing 295 acres 2 roods 12 perches, now in the occupation of John Lock at a rent of 430l; and another farm there containing 310 acres 17 perches, now in the occupation of [] Cordy at a rent of 500l, which farm and lands are part of certain hereditaments conveyed to the said Marquis Cornwallis by indentures of lease and release of 11 and 12 August 1815 (nos. 10, 11, 12). For one year. Rent a peppercorn.

Signature of grantor.

Witnesses: Timothy Holmes and John Jackson, solicitors,
Bury St. Edmunds.

Seal, octagonal, 15 x 12mm., red wax, applied. Two

C's interlaced, beneath a crown.

1. m

Indenture of bargain and sale, 7 February 1818, by the same to the same, for 12,000l, of the same, with the proviso that if the grantor shall pay the grantee in the Common Dining Hall of Lincoln's Inn the said sum of 12,000l with interest at 4l: 10s per 100l by equal half-yearly payments on 7 August next and 7 February 1819, the grantee shall release the premises to the grantor.

Signature, witnesses and Seal, as on the foregoing.

Endorsed with a receipt by Cornwallis for the 12,000l.

3. ms

Bond by the same, 7 February 1818, to the same in the penal sum of 24,000l (corrected in pencil to 48,000l) for the observance of the foregoing.

Signature and witnesses as on the foregoing.

Seal, rectangular, 17 x 15mm., papered, applied.

A male profile.

1. f

Indenture of six parts, 7 February 1818, between William Francklin, esq., of the first part, John Vernon, esq., of the second part, Charles, Marquis Cornwallis, of the third part, Edmund Turner, of Panton, co. Lincs, esq., of the fourth part, John Turnor, of Brightelmstone, co. Sussex, esq., of the fifth part, and Charles Turnor, of

Wendover, co. Bucks, clerk, of the sixth part, by which Francklin, in pursuance of a recited agreement, and for 5s paid by John Turnor, has assigned to the said Turnor the farms lands and hereditaments comprised in a recited indenture of release of the date of these presents, for the residue of terms of 300 and 400 years; with a similar assignment by Vernon to Charles Turnor in respect of premises comprised in the said release for the residue of a term of 2000 years.

Signatures of Francklin, Vernon and Cornwallis.

Witnesses: Henry Young, 12 Essex Street, Thomas Howe, clerk to Mr Francklin, Timothy Holmes and John Jackson, solicitors, Bury St. Edmunds, and Josiah Gill Sewell, clerk to Mr Francklin.

Three Seals, red wax, applied. Bad impressions.

l. m



Indenture of six parts, 4 January 1821, of assignments similar to the foregoing (no. 18), to which it forms an endorsement on the second membrane.

Signatures of Francklin, Vernon and Cornwallis.

Witnesses: Henry Wyatt, T.S. Heptinstall, and Benjamin Ingelthorp and Timothy Harding, servants to Mr. Vernon.

Three Seals, red wax, applied. Bad impressions.

l. m

Indenture of lease, 26 January 1825, by John Thomas, Earl Marshal, trustees of the will of Charles, Marquis Cornwallis, deceased, Viscount Sydney, and Bernard Edward, Duke of Norfolk, to Wyrley Birch, of Wretham Hall, esq., for 5s, of the manor of Shipdham with all its appurtenances, the advowson of the rectory excepted. For one year. Rent a peppercorn. A schedule describes the various farms included.

Signatures of grantors.

Witnesses: Andrew Phillips, clerk to Messrs Francklin and co., Lincoln's Inn, Charles Parker, clerk to Mr Tooke, Gray's Inn, T.S. Heptinstall, Lincoln's Inn.

Two Seals, red wax, applied. Armorial, bad impressions.

- 1) Oval, 25 x 22mm. (Sydney)
- 2) Rectangular, 15 x 13mm. (Norfolk)

2. ms.

Tripartite indenture, 27 January 1825, between Viscount Sydney, and the Duke of Norfolk, of the first part, Wyrley Birch, esq., of the second part, and William Tooke, of Gray's Inn, of the third part, for 14,000 l and various considerations (indentures recited), of bargain and sale to Birch of the premises.

Signatures, witnesses and Seals as on no. 20 together with signature of Birch and his Seal, square, 13mm., red wax, applied, a horse.

Endorsed with a receipt for the 14,000l.

8. ms

Indenture of Covenant, 27 January 1825, by
Viscount Sydney and the Duke of Norfolk to produce for
Birch deeds mentioned in a schedule.

Signatures, Witnesses and Seals as on no. 20.

Indenture of six parts, 27 January 1825,
between William Francklin, of Lincoln's Inn, esq., of
the first part, John Vernon, of the same, esq., of the
second part, Viscount Sydney and the Duke of Norfolk,
of the third part, Wyrley Birch, esq., of the fourth
part, John Carr, of Grays Inn, gent., of the fifth part,
and Charles Upham Barry, of Grays Inn, gent., of the
sixth part, by which Francklin, on the nomination of
Birch and by the direction of Sydney and Norfolk,
assigns to Carr all such parts of the premises conveyed
in the lease and release of 26 and 27 January 1825 as
are not comprised in the mortgages of 6 and 7 February
1818, 6 October 1820 and 3 and 4 January 1821, in so far
as they are vested in him (Francklin); and Vernon, on
the same nomination and appointment, assigns to Barry all
such parts of the premises conveyed in the said lease
and release as are not comprised in the said mortgages,
in so far as they are vested in him (Vernon). Carr and
Barry are trustees for Birch.

A schedule describes the premises.

Signatures of Francklin, Vernon, Sydney, Norfolk,
Birch.

Witnesses as on no. 20.

Five Seals, red wax, applied.

- 1) Rectangular, 13 x 11mm. Bad impression, (Francklin).
- 2) Round, 18mm., the top part missing. Male profile. (Vernon).
- 3) (Sydney) as before.
- 4) (Norfolk) as before.
- 5) (Birch) as before.

11. MS

Deed of Exchange and
College Leases

(24 - 36)

Counterpart of lease, 27 July 1820, by the Provost and College to the Rev. Thomas Lane Freer, of the parish of Handsworth, co. Staffs, clerk, for 1470l and the surrender of his former lease, of the manor of East Wretham, co. Norf., with all its appurtenances, except all timber trees, and with liberty of ingress, egress and regress for the lessors' workmen, laborers and assigns. From old Lady day last for 20 years. Rent 37l: 9s: 3d, and 1467 gallons of wheat and 1458 gallons of malt or their money equivalent, and 40l in consideration of the Redemption of Land Tax.

Signature of lessee.

Witness: William Tooke, Grays Inn.

Seal, rectangular, 18 x 15mm., red wax, applied.

Armorial, a bad impression.

2. ms

Indenture of agreement, 11 February 1825, between Wirley Birch, of Wretham Hall, esq., and the Provost and College of Eton, for an exchange of estates in Shipdham and East Bradenham belonging to the former and East Wretham belonging to the latter. The former estate consists of a messuage or tenement farm and lands situate in Shipdham containing 30l acres, 11 perches, now in the occupation of Samuel Lock under a lease, which will expire at Michaelmas 1828, at a rent of 430l; also a messuage or tenement farm and lands in Shipdham containing 252 acres 1 rood 35 perches now in the occupation of Fuller Peck under a lease which will expire at Michaelmas 1828 at a rent of 335l; also a messuage or tenement farm

and lands in Shipdham containing 325 acres 27 perches now in the occupation of [] Cordy and [] Yull under a lease which will expire at Michaelmas 1828 at a rent of 500l; which several farms were formerly laid together and (with the exception of 126 acres 2 roods 8 perches) formed the ancient park of Shipdham and are now commonly known as the Park Farm; also a messuage or tenement farm and lands in Shipdham and East Bradenham containing 272 acres 17 perches now in the occupation of Hugh Bougham under an agreement for a lease to Hugh Bougham the elder which will expire at Michaelmas 1829 at an apportioned yearly rent of 300l subject to a mortgage of the whole of the premises together with other hereditaments to Edmund Turnor of Panton, co. Lincs, esq., by indentures of lease and release dated 5 and 6 October 1820 and 3 and 4 January 1821 between Charles, Marquis Cornwallis and the said Turnor for securing 24,000l and interest at the rate of 5l per cent.

The latter estate consists of the manor of East Wretham, also of certain lands and tenements in East Wretham measuring 1864 acres 1 rood 19 perches now in the occupation of the said Wirley Birch, of the Annual value of 1076l: 1s: 9d; and the estate is contiguous to the mansion house and intermixed with the lands of, Wirley Birch at East Wretham where the said Wirley Birch lives.

The premises belonging to Wirley Birch are of the annual value of 1188l: 6s: 2d.

Edmund Turnor agrees to the exchange upon having the sum of 24,000l secured to his satisfaction by mortgage of the manor and estates at East Wretham.

Signature of Wyrley Birch.

Witness: Charles Parker, clerk to Mr Tooke,
Grays Inn.

- Seals 1) Red wax, square, 13mm., applied.
A horse.
- 2) Doubled tag for the College Seal,
which has not been appended.

l. m

26 ✓

Indenture of lease, 7 December 1827, by the Provost and College, for 1800l and the surrender of the remainder of a term of 20 years by virtue of a lease to the Rev. Thomas Lane Freer, clerk, of the manor of East Wretham exchanged by virtue of an Act of 6 Geo. IV with Wyrley Birch of Wretham Hall, esq., to the said Birch of messuages or tenements, farms, lands and other hereditaments in Shipdham containing 878 acres 2 roods 33 perches commonly called Park Farm, now in the occupation of Samuel Lock, Fuller Peck, John Cordy and Matthew Yull, and all those 180 acres 1 rood 34 perches in Shipdham and East Bradenham in the occupation of Hugh Boughen, reserving unto the lessors all manner of timber trees, with liberty of ingress, egress and regress, as well for felling and carrying the same as for viewing the premises. From old Michaelmas day last for 20 years. Rent 37l: 9s: 3d and 1467 gallons of wheat and 1458 gallons of malt or their money equivalent, and an additional yearly rent of 40l. The lessee to provide entertainment for the lessors or

the servants coming on the College business for two days and three nights once a year. The lessee within three years to make a true and perfect terrier or book of survey. A schedule sets out the property, giving occupiers, names of fields and acreage.

Doubled tag for the College Seal, which has been cut away.

4. ms

27 ✓

Counterpart of the foregoing.

Signature of lessee.

Witnesses: Elizabeth F. Reynardson, Jemima Reynardson, 47 Charles Street, Berkeley Square.

Seal, oval, 22 x 11mm., red wax, applied. Figure of a classical youth.

3. ms

28 ✓

Indenture of lease, 19 December 1836, by the same to the same, for 1999 $\frac{1}{2}$: 19s: d and the surrender of the foregoing, of the same. From old Michaelmas day for 20 years. Rent as before.

Doubled tag for the College Seal, which has been cut away.

3. ms

Counterpart of the foregoing.

Signature of lessee.

Witness: James Brown, clerk to Messrs Hoare,
bankers, Fleet Street.

Seal, octagonal, 22 x 19mm., red wax, applied.

Armorial, Birch impaling?

Crest, Birch.

PRUDENTIA SIMPLICITATE

3. ms

30

Indenture of lease, 12 December 1843, by the
same to the same, for 1088l: 18s: 1d and the surrender of
the foregoing, of the same (occupiers William Wigg, Fuller
Peck and John Cordy; and John Abbott). From old
Michaelmas day for 20 years. Rent as before.

Doubled tag for the College Seal, which has been
cut away.

3. ms

31

Counterpart of the foregoing.

Signature of lessee.

Seal as on no. 28.

3. ms

32

Indenture of lease, 5 December 1850, by the same
to the same, for 1581l: 13s: 9d and the surrender of the
foregoing, of the same (occupiers not given). From old
Michaelmas day for 20 years. Rent as before.

The College Seal, papered, on doubled tag.

3. ms

33 ✓

Counterpart of the foregoing.

Signature of lessee.

Witness: Henry William Birch, of 68 Lincoln's
Inn Fields.

Seal, as on no. 28.

3. ms

34 ✓

Indenture of lease, 19 October 1857, by the
same to the same, for 1594l: 15s: 6d and the surrender of
the foregoing, of the same (occupiers John Cordy, Edmund
Alpe, Susan Cordy, George Cordy; and Jonathan Abbott).
From old Michaelmas last for 20 years. Rent as before.

The College Seal, papered, on doubled tag.

3. ms

35 ✓

Counterpart of the foregoing.

Signature of lessee.

Witness: Henry William Birch, of 68 Lincoln's Inn
Fields, solicitor.

Seal, as on no. 28.

3. ms

Counterpart of lease, 25 November 1864, by
the same to the same, for 2000l and the surrender of the
foregoing, of the same. From old Michaelmas day for
20 years. Rent as before.

Signature of lessee.

Witness: Henry William Birch, 68 Lincoln's Inn
Fields, solicitor.

Seal, oval, 10 x 9mm., red wax, applied. The lessee's
crest, a fleur-de-lys entwined by a serpent.

3.ms

Attested copies of documents

(37 - 59)

Attested copy of Articles of Agreement,
 20 May 1723, between Charles, Viscount Townshend, the
 Hon. Charles Townshend, esq., his eldest son and heir
 apparent, and the Hon. Thomas Townshend, esq., his
 second son, by Elizabeth Viscountess Townshend, deceased,
 his first wife of the one part, and Edward Harrison, of
 Balls, co. Herts, esq., and Awdry Harrison, his only
 daughter, of the other part, upon the marriage of the
 said Charles Townshend, esq., and the said Awdry,
 concerning Shipdham and other lands in Norfolk and
 Suffolk.

Examined with the original deed, 13 September
 1815, by Edward Thomson and A. Fraser, 14 Essex Street,

17 numbered folios and a cover.

Attested copy of indenture sexpartite,
 18 March 1726-7, between Charles, Viscount Townshend,
 Charles, Lord Lynn, his eldest son, and Awdry, Lady Lynn,
 of the first part, John Selwyn, of the parish of St. James,
 Westminster, esq., and Robert Britiffe, of Norwich, esq.,
 of the second part, Edward Harrison, of Balls, co. Herts,
 esq., of the third part, Charles, Duke of Grafton, Thomas,
 Duke of Newcastle, John, Earl Grandison, and the Hon.
 Henry Pelham, of the parish of St. James, Westminster, esq.,
 of the fourth part, Sir Robert Walpole, the Hon. Horatio
 Walpole, of Woolterton, co. Norf., esq., of the fifth part,

36

and Charles, Lord Cornwallis, of Eye, co. Suff., the Hon. Sir Charles Turner, of Kirby Cane, co. Norf., Knight, John Hanbury, of Pontpoole, co. Mon., esq., Reginald Morgan Bray, of Barrington Magna, cos. Berks and Glouc., esq., and George Harrison of the parish of St. Margaret's, Westminster, esq., ^{of the sixth part} concerning the foregoing settlement. Shipdham and other lands in Northants, Cambs., Norfolk and Suffolk.

Examined, as on the foregoing.

34 numbered folios and a cover.

39 ✓

Attested copy of indenture sexpartite, 17 December 1751, between Charles, Viscount Townshend, of the first part, the Hon. George Townshend, esq., his eldest son and heir apparent, of the second part, James, Earl of Northampton, of the third part, Charlotte, Baroness Ferrers, of the fourth part, Thomas Holles, Duke of Newcastle, Lionel Cranfield, Duke of Dorset, Henry Pelham, esq., Chancellor of the Exchequer and First Lord of the Treasury, of the fifth part, and Charles, Lord Cornwallis, Baron of Eye, co. Suff., and Henry Fox, Secretary at War, of the sixth part, being a settlement made previously to the marriage of the Hon. George Townshend with Lady Charlotte Ferrers. Shipdham and other lands in Herts., Suffolk, Cambs., and Norfolk.

Examined by the same, 14 September 1815.

48 numbered folios and a cover.

Attested copy of indenture tripartite,
 6 November 1752, between the Hon. George Townshend, esq.,
 eldest son and heir apparent of Charles, Viscount Townshend,
 of the first part, Charles Viscount Townshend, of the second
 part, and Thomas Lee Dummer, of Cranbury, co. Hants., esq.,
 of the third part. Mortgage, for securing 4000l and interest
 at 4%, of Shipdham and lands in Norfolk, Suffolk, Cambridge
 and the Isle of Ely.

Examined by the same, 9 September 1815.

21 numbered folios and a cover.

Attested copy of indenture of assignment,
 18 February 1772, by Thomas Dummer, of Cranbury, esq.,
 surviving executor of the will of Thomas Lee Dummer, esq.,
 deceased, to Edward Bacon, of Earleham, esq., Philip Case,
 of Kings Lynn, esq., and the Rev. Coleby Bullock, of
 Skipdham, clerk, for 4000l, of the mortgaged premises.

Examined by the same, 8 September 1815.

5 numbered folios and a cover.

Attested copy of indenture quadripartite,
 20 March 1777, between George, Viscount Townshend, the only
 surviving son and heir of Charles, Viscount Townshend,
 deceased, by Awdry, Viscountess Townshend, his wife, of the
 first part, George Townshend, Baron de Ferrers, the eldest

38

son and heir apparent of the said George, Viscount Townshend, by Charlotte, his first wife, deceased, of the second part, Thomas Townshend, of Frognall, co. Kent, esq., Richard Jackson, esq., and Henry Drummond, of Charing Cross, esq., of the third part, and Thomas Beevor, of Hethell, co. Norfolk, esq., and the Hon. Charles Vernon, of Corke Street, co. Middx., esq., of the fourth part. Appointment and settlement by Viscount Townshend and Lord de Ferrers of their several estates in Norfolk, Cambs, Warwick, Staffs. and Derbs, including Shipdham.

Examined by the same, 19 September 1815.

63 numbered folios and a cover.

43 ✓

Attested copy of indenture quadripartite, 5 April 1777, between George, Viscount Townshend, of the first part, Thomas Townshend, of Frognall, esq., Richard Jackson, esq., and Henry Drummond, esq., of the second part, Charles Sloan, Lord Cadogan, Baron of Oakley, co. Berks, Vere, Lord Vere, Baron Vere of Hanworth, co. Middx., Thomas, Lord Pelham, Baron of Stanmer, co. Sussex, Thomas Walley Partington, of the parish of St. George, Hanover Square, esq., Charles Greenwood, of the same, esq., and John Willington, of Tamworth, co. Staffs, gent., of the third part, and Robert Drummond, of Charing Cross, esq., and Richard Cox, of Albemarle Street in the parish of St. James, esq., of the fourth part. Mortgage of lands at Shipdham and elsewhere in Norfolk, Cambs., Staffs., Warwick and Derbs.

Examined by Henry South and Alexander Fraser, 15 August 1815.

Attested copy of indenture tripartite,
 9 March 1787, between Philip Case, of Lynn Regis, esq., and
 Colby Bullock, of Shipdham, clerk, of the first part,
 George, Viscount Townshend, of Raynham Hall, of the second
 part and Edward Boodle, of the parish of St. George,
 Hanover Square, gent., of the third part. Assignment
 of a term of 400 years raised under a power in the
 Settlement made previous to the marriage of Lord Townshend
 and Lady Ferrers, in trust for the same purposes for which
 a term of 2000 years is vested in Robert Drummond, esq.,
 and Richard Cox, esq., by a deed of 5 April 1777 and subject
 thereto to attend the inheritance.

Examined by G.A. Fraser and Edward Thomson,
 8 September 1815.

11 numbered folios and a cover.

Attested copy of indenture quadripartite,
 5 September 1788, between George, Marquis Townshend, of
 Rainham, and Ann Marchioness Townshend, his wife, of the
 first part, George, Earl of Leicester, the eldest son and
 heir apparent of the said Marquis by Charlotte, late
 Viscountess Townshend, deceased, of the second part, Lord
 William Townshend, Lord James Nugent Boyle Bernardo
 Townshend, Lady Ann Townshend, Lady Charlotte Townshend,
 Lady Maria Honoria Townshend and Lady Harriet Townshend,
 being the sons and daughters of the said Marquis by his
 present wife, of the third part, and Thomas, Lord
 Walsingham, and Marcus Beresford, of Dublin, esq., of
 the fourth part.

Mortgage in fee for securing 16,000l after the Marquis's death for the benefit of the four daughters of the Marquis by the present Marchioness and for securing a Rent Charge of 300l a year to each of the two sons of the said Marquis by the said Marchioness.

Examined by John Fawkener and A. Fraser,
3 November 1815.

18 numbered folios and a cover.

46 ✓

Attested copy of indenture, 18 December 1795, between George, Marquis Townshend, and George, Earl of Leicester, of one part, and Davy Turner, of South Creake, co. Norf., of the other.

Mortgage for securing 2500l and interest.

Examined by William Tuff and John Davis,
clerks to Messrs Collett and Co, 62 Chancery Lane,
22 September 1815.

15 numbered folios and a cover.

47 ✓

Attested copy of indenture tripartite, 10 December 1796, between George, Marquis Townshend, and George, Earl of Leicester, of the first part, Davy Turner, of South Creake, gent., of the second part, and Richard Dewing, of East Rudham, gent., and William Case,

41

of King's Lynn, gent., of the third part. Assignment of mortgage with confirmation thereof for securing the payment of 5200l and interest.

Examined by William Tuff and John Davis,
22 September 1815.

19 numbered folios and a cover.

48 ✓

Attested copy of indenture, 21 June 1797, between George, Marquis Townshend, and George, Earl of Leicester, of one part, and Hamond Gwyn, of Pensthorpe near Fakenham, gent., of the other. Mortgage by appointment for securing the payment of 2500l and interest.

Examined by T. Gregson and J. Fawkener,
clerks to Messrs Blake, White and Ainge, Essex Street,
Strand, 3 December 1814.

14 numbered folios and a cover.

49 ✓

Attested copy of indenture, 20 June 1801, between the same, of one part, and Richard Daving of East Radham, co. Norfolk, gent., of the other. Appointment of certain manors and other hereditaments in Norfolk, Cambs, Derbs.,

42

Warwick and Staffs. for a term of 4000 years, redeemable
on payment of 2000l and interest.

Examined by William Tuff and John Davis,
22 September 1815.

4 numbered folios and a cover.

50 ✓

Attested copy of indenture tripartite,
26 March 1803, between George, Earl of Leicester, eldest
son and heir apparent of George, Marquis Townshend, of
the first part, Lady Charlotte Barbara Ferrars Townshend,
Lady Harriett Ann Ferrars Townshend, Lady Elizabeth
Margaret Ferrars Townshend, the Hon. Charles Vere Ferrars
Townshend and Lady Arabella Ferrars Townshend, the only
younger children of the said Earl by Charlotte Countess
of Leicester, his late wife, deceased, of the second part,
and John Ord, of Lincoln's Inn, esq., and Hugh, Earl
Fortescue, of the third part.

Appointment of portions for younger children,
and of trustees.

Examined by Edward Thomson and A. Fraser,
12 September 1815.

6 numbered folios and a cover.

Attested copy of indenture, 14 November 1803, between George, Earl of Leicester, of one part, and John Ord, esq., and Hugh, Earl Fortescue, trustees for raising portions for the younger children of the said Earl of Leicester, of the other.

Appointment by the Earl of Leicester of the shares to which his youngest children will be entitled of the sum of 35,000l provided for their portions.

Examined as the foregoing.

4 numbered folios and a cover.

Attested copy of indenture, of five parts, 3 April 1805, between George, Earl of Leicester, of the first part, Cecil Bisshopp, of Stratford Place, esq., of the second part, Lady Charlotte Barbara Ferrers Townshend, eldest daughter of the said Earl, of the third part, Hugh, Lord Fortescue, and John Ord, esq., of the fourth part, and John Williams, of Lincoln's Inn, esq., a serjeant at law, and Robert Blake, of Essex Street, gent., of the fifth part.

Appointment by the Earl of Leicester and Assignment by Lady Charlotte Townshend to the trustees of her marriage settlement.

Examined by the same, 8 September 1815.

11 numbered folios and a cover.

Attested copy of indenture, of five parts,
3 April 1805, between Cecil Bisshopp, esq., of the first
part, Lady Charlotte Barbara Ferrars Townshend, eldest
daughter of George, Earl of Leicester, of the second part,
George, Earl of Leicester. of the third part, John
Williams, and Robert Blake, gent., of the fourth part,
and Sir Cecil Bisshopp, of Parham, Sussex, baronet,
father of the said Cecil Bisshopp, of the fifth part.

Settlement of the marriage of Cecil Bisshopp,
esq., with Lady Charlotte Barbara Ferrars Townshend.

Examined as the foregoing.

14 numbered folios and a cover.

Attested copy of indenture, 30 April 1805,
between George, Marquis Townshend, and George, Earl of
Leicester, of one part, and Law Simms, of Brancaster,
co. Norfolk, gent., of the other.

Mortgage by appointment of divers manors,
farms and hereditaments in Norfolk, Cambs., Derbs.,
Warwick and Staffs. for securing 2000*l* and interest.

Examined by John Houseman, junior, and
A. Fraser, 14 Essex Street, 31 October 1815.

5 numbered folios and a cover.

Attested copy of Appointment by George,
Marquis of Townshend, to himself in fee of divers
estates in Norfolk, Warwick, Staffs. and Derbs.
20 November 1807.

Examined by James Elkington and T. Gregson,
14 Essex Street, 4 June 1813.

4 numbered folios and a cover.

Attested copy of indentures of bargain and
sale, 30 and 31 May 1811, by George, Marquis Townshend,
Earl of Leicester, and others to John Smith and Francis
Williams Sanders, esquires, of estates in Norfolk, Suffolk,
Cambs. and Derbs., upon trust to complete sales, etc.,
and pay off incumbrances.

Examined by Edward Thomson and John Houseman,
junior, 9 December 1815.

48 numbered folios and a cover.

Attested copy of indenture of five parts,
13 June 1815, between John Smith, banker, and Francis
Williams Sanders, esq., of the first part, Lord John
Townshend and Robert Blake, esq., of the second part,

George Ferrers, Marquis Townshend and Earl of Leicester, of the third part, Giles Godin, of Furnivals Inn, gent., of the fourth part, and George Daniell, of Lincoln's Inn, esq., of the fifth part.

Release in ~~the~~ fee of divers manors and lands in Norfolk, Cambs., and Derbs., for the purpose of suffering Recoveries thereof to the uses of the Will of the late Marquis Townshend.

Examined by Alexander Fraser and Edward Thomson, clerks to Blake, White and Ainge, 14 Essex Street, 7 November 1815.

5 numbered folios and a cover.

58 ✓

In Chancery, 1 August 1815.

Office Copy of Order for payment of Lord Cornwallis's purchase money into court and for conveyance of lands to him. Francklin.

39 numbered pages sewn, with paper cover.

59 ✓

In Chancery. 13 August 1814.

Townshend v. Townshend.

Smith v. Mundy.

Office Copy of Order for payment into the bank of the purchase money for the Shipdham estate bought by

47
Marquis Cornwallis after the execution of the Conveyance
to his Lordship.

Endorsed: Francklin 10 Lincoln's Inn.

50 numbered pages sewn into book form,
with paper cover.

Legal documents, survey,
agreements to hire,
correspondence.

(60 - 77)

Shipdham and Bradenham.

Extract from Act passed 27 June 1825, showing description of property with occupiers and acreage. With a rough pencil plan of the parish of Shipdham. [late 19th cent.]

5 fs, including the plan.

62 ✓

Draft of indenture, [January] 1826, of covenant by the Provost and College to produce at the request of Wyrley Birch, esq., deeds and evidences relating to Shipdham and East Bradenham, mentioned in a schedule.

The document is certified by Edward Brown, Registrar, as "perused and approved on the behalf of the Provost and College of Eton," 9 January 1826.

5 numbered fs. with a cover.

63 ✓

Schedule of Title Deeds and Writings relating to the Shipdham Estate, delivered up to Eton College; and by G. Bethell, Bursar, to Mr Batchelder on 30 March 1843.

6 numbered fs, with cover.

The Lands Improvement Company. no. 2175.

Absolute Order of the Inclosure Commissioners for England and Wales, charging the College with the annual payment to the Company of 39l: 11s for 25 years in respect of Hall Farm, at Shipdham, in the occupation of Charles Goring, for which the College has received a loan of 590l for the improvement of the said farm. A table shows the proportionate repayments of the loan and of the interest at 4l: 10s per cent. 15 March 1877.

Signed by two Commissioners, and their paper Seal stuck on.

The document is endorsed by George Hamlin, secretary of The Lands Improvement Company, to the effect that all payments under the Order have been made.

A letter from George Hamlin, 30 December 1901, to H.B. Dyke, esq., the Bursar, Eton College, encloses the foregoing, duly certified as completed.

A Particular Survey and Valuation of an Estate in the parishes of Shipdham and East Bradenham, the property of Eton College, held on beneficial lease to Wyrley Birch, esq., expiring at Michaelmas 1884.

51

The property, totalling 1058 acres 1 rood 17 perches, consists of Grange Farm, occupier George Cordy, Park Farm, occupier the same, Toll Gate Farm, occupiers Edward and A.J. Alpe, and Wood Farm, occupier C.H. Goring. The proposed rents are 425l, 305l, 325l and 135l respectively.

James Josselyn, Stratford St. Mary, near Colchester.

15 April 1884.

4 fs.

67 ✓

Memorandum of agreement, 30 March 1896, by Charles Harvey Bird, of East Tuddenham, co. Norfolk, to hire the Park Farm, Shipdham, from the College on the following terms: Rent from now to Michaelmas 1896 50l, subject to a view of the farm and crops on it in July. Rent from Michaelmas 1896 100l per annum for 8 years, subject to either party giving 12 months notice to end the lease of Michaelmas 1900.

Signature of Bird.

Witness: Daniel Thomas Orme.

Memorandum that Bird has paid George Cordy, outgoing tenant of the Farm for threshing corn (in addition to the valuation of covenants.)

James Josselyn, agent to Eton College.

2 fs.

Memorandum of agreement, 2 April 1896, by James Rivett, of Mileham, co. Norfolk, to hire the Grange Farm and Riches Farm, Shipdham, as now occupied by George Cordy, from the College on the following terms: Rent from Michaelmas 1896 2301 for 4 years including the shooting. Fixtures to be paid for by landlords. The lessee undertakes to pay the usual and customary valuation as between outgoing and incoming tenants "and to cultivate the land in an husbandlike manner according to the custom of the county of Norfolk."

Signature of Rivett.

Witness: H. Rivett, Beeston, Swaffham.

A file of correspondence between Charles A. Bird, of East Tuddenham, James Josselyn, of Stratford St. Mary, and H.C. Hollway Calthrop, esq., and the Rev. W.A. Carter, Eton College, relating to Tollgate Farm, Shipdham.

12 December 1896 to 6 February 1901.

Shipdham and East Bradenham.

Printed particulars and conditions of sale of a desirable Freehold Farm with dwelling house and 98 acres 0 roods 7 perches of arable and pasture, to be sold by

auction at the King's Arms Hotel, East Dereham on 21 June 1907. A plan shows the farm to abut on College land and has some pencil annotations.

3 large fs, including the plan.

71 ✓

Reginald Drury, Shipdham, 2 July 1907, to the Bursar enclosing his rent and concerning the sale of Mrs Bush's farm, Shipdham, and a strip of land there supposed to belong to Mr Birch.

3 fs.

72 ✓

W.D. Ward, solicitor, Kings Lynn, 24 September 1907, to H.C. Hollway-Calthrop, esq., Bursar, concerning the same. The farm has been bought by a client of his, Mr. D. Plowright, from Mr Wyrley Birch, for many years occupied by the Saunders family.

2 fs.

73 ✓

H.A. Carter, of Hallowes, Carter and Ellis, 39 Bedford Row, 8 October 1907, to the Bursar concerning the same.

2 fs.

The same, 10 October 1907, to the same concerning the same.

2 fs.

75, 76 ✓

Copy of Upton and Co., solicitors for Mr Birch, 6^a Austin Friars, 13 November 1907, to Hallows, Carter and Ellis, suggesting that the matter should be settled by their paying the College 10l on receiving a written statement that the College makes no claim to the land, called Drift Piece. Enclosed in H.A. Carter, 15 November 1907, to the Bursar, recommending acceptance.

1 f MS., and 2 fs. TS.

77 ✓

H.A. Carter, 27 November 1907, to the Bursar enclosing a receipt for 10l in the same matter and the statement concerning Drift Piece for signature.

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ETON COLLEGE RECORDS

Vol. 54

Eton and Miscellaneous

1966

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Introduction

The records catalogued in the present volume, many of which relate to the College itself rather than to its estates, were in a large drawer (no. D.46) in the small chamber which forms the end bay of the Library. The documents contain various items concerning the early days of the College including the official account (10), briefly referred to by Maxwell Lyte,¹ of the formal opening of the College, by royal command, in the presence of the Earl of Suffolk and Bishop Bekynton, at which Provost Waynflete knelt down and swore to obey the Statutes, and Fellows, Clerks, Scholars and Choristers also took the oath. This ceremony took place on 21 December 1443.

Among other notable documents are copies of Provost Bost's will of 1503 (34) and of those clauses of the will of Provost Savile's widow (56) which contained benefactions to Eton. One of the "two gilt livery pots" or Communion flagons which she bequeathed to the College has, we are told by Maxwell Lyte,² found its way from Eton to Worplesdon. Is it still there? The Archbishop's visitation of 1561 (40) is a most interesting document as is Provost Cradock's appeal, of 1689, for the rebuilding of Upper School (90), which is partly printed by Lyte.³

Readers of Etoniana⁴ will be familiar with Roger Huggett, one of the Chaplains or Conducts, and a thorn in the flesh of the Provost and Fellows, who in 1741 had him put in charge of the newly built Library. Having obtained access to the Statutes, he wrote out a most damning indictment of those who administered the finances of the

1. History of Eton College, 4th edtn (1911) p.18.
2. Ibid. p. 204.
3. Ibid. p. 274.
4. Etoniana no. 31 p. 483.

foundation, which anticipates the findings of the Royal Commission of 1861. The five little paper covered volumes of Huggett's case against his employers, dated on the day of the Nativity of the Founder 1760 (107 to 111), perhaps touched their consciences too nearly to lead to a rupture and, a few years later, we find him writing to the Provost to ask if he might be considered for the incumbency of Mapledurham (210).

It is not surprising that coroner's inquests are found from time to time amongst the records of a community living upon the slippery banks of a swirling river. I have not yet met with any disaster on the Thames as great as that which befel the Datchet ferry boat on 18 September 1594 (47). The falling of a mare into the water led to the panic of nine geldings, which were also on board, and the drowning of eleven persons, as well as of the mare and the geldings.

A series of leases and other documents concern the Christopher Inn at Eton for the period 1685 to 1808 (63 to 89). In 1706 (73) the tenant agreed to spend no less than 800*l* on rebuilding the premises, in a manner approved by Mr Jennings, carpenter of St. Paul's church. Richard Jennings did in fact become master carpenter to St. Paul's cathedral in that very year. He was, however, dismissed in 1711, having been accused of embezzling building materials and paying his men less than the amount allowed him for their wages by the commissioners.⁵

Among the fifteenth century seals, some of the ways of strengthening a wax impression are shown in these records, for example, by a coil of straw on 21 (of 1462),

5. H.M. Colvin Biographical Dictionary of English Architects 1660 to 1840 p. 320.

or of string on 25 (of 1463). What motive, but the simple pleasure of doing it, can have impressed a beech leaf onto the warm adhesive wax of the Bishop of Lincoln's seal on 10 June 1440 (2)?

Noel Blackiston

E t o n

1 - 156

Memoranda copied from the end of a missal formerly at Eton but now at the Hospital of St. James by Westminster:-

On 18 February 1401-2 William Cheswyk of Eton is condemned and ordered by the official of the archdeacon of Buckingham upon pain of the greater excommunication to pay for torches ^{1.} 8d yearly for certain lands of which he is voluntarily seized and co-infeoffed, in the presence of master John Luffenham, public notary, Sir Robert London, perpetual vicar of Penton, Sir William Warden, chaplain, John Dyere, Henry Jourdelay, William Uppenore and John Jourdelay, and the parishioners of Eton.

Agnes Stankeleyn, of Eton, has given 2s yearly rent for the works of the church there by the hands of the proctors of the same from a tenement lying between a tenement of John Knyght on the south and a tenement of Richard Schepard on the north for celebrations for her soul and all the faithful deceased.

[? late 15th cent.]

William [Alnewick], bishop of Lincoln, to master Thomas Bekyngton, archdeacon of Buckingham. Upon presentation by William, bishop of Salisbury and Thomas Bekynton, clerk, of Master John Kette, priest, to the parish church of Eton, vacant by the resignation of Paganus Burghill, instructions to the archdeacon to make inquisition concerning the said vacancy and proceed accordingly to the institution and induction of the said

1. Presumably for lighting the church.

Kette, certifying what he has done in the same matter before the feast of St. James the Apostle.

At the Castle of Sleaford 10 June 1440.

The episcopal Seal, red wax, on parchment tongue, not a good impression.

A beech leaf adheres to the reverse of the seal.

l. m

3

'Here ensuen the desyrys of Ric' Lovell for the Recompence of his Advowson of the Chirche of Eaton'

First. As he and his ancestors of old time have by inheritance been patrons of the advowson of the church of Eton for which all their presentees ought especially to pray for them, he desires that he and his ancestors and heirs may 'contynually be yn the remembrance of youre gode prayers amonge other of your benefactours'.

Second. For the good service he intends hereafter towards the College, that he may be steward of all its manors and lands within Buckinghamshire for his life with livery and a fee suitable, under the Common Seal.

Third. The advowson is entailed by fine to Thomas Hundercombe and Maud, his wife, and the heirs of their bodies. That the said Hundercombe may be recompensed with lands in Bucks to the yearly value of 5 marks, or with the sum of 100 marks in money, with which to buy such lands. [1440]

1 f.

4

Grant by Felicia, late the wife of Richard Lovell, esquire, deceased, to William Whaplade, Nicholas Clopton and John Faryndon of an acre of land in Eton in Lymecrofte

in le Southfelde between the land of John Water on the north and that of the King on the south and extending from the King's land on the west to the King's highway leading from Eton to le Wyke, together with the advowson of the church there, which she holds for her life with reversion to the said Whaplade, Clopton and Faryndon. And surrender of all her estate and interest in the same.

Witnesses: Robert Manfeld, David Brekenok, John Brekenok, esquires, Richard Milrede, John Stokes.

Eton, 27 August 1440.

Seal, round, 25mm., red wax, on doubled tag.

Armorial, barry nebuly a canton ermine.

SIGILLUM RICARDI LOVELL

l. m.

5

Grant by William Whaplade, Nicholas Clopton and John Faryndon, esquires, to the King of an acre of arable in le Southfeld in Eton between the land of John Water on the north and that of the King on the south and extending from the King's land on the west to the highway leading from Eton towards le Wyke, together with the advowson of the church there; which they, together with Richard Wyot, Thomas Foxle, Thomas Dyrdaunt and Roger Waltham, esquires, deceased, had of the grant of Richard Lovell, deceased.

Witnesses: Robert Manfeld, David Brekenok, John Brekenok, esquires, Richard Milrede, John Stokes.

Eton, 29 August 1440.

Three Seals, red wax, on doubled tags.

- 1) Octagonal, 13 x 11mm. A bear's head.
- 2) Round, 10mm. ? a water-bouget
- 3) Octagonal, 13 x 11mm. A male head in profile, helmeted. A legend.

l. m.

Letters Patent granting to William Whaplade, Nicholas Clopton and John Farindon, their heirs and assigns, the advowson of the Church of Great Billyng, co. Northampton, in perpetuity, in exchange for an acre of land in Eton, co. Buckingham, and the advowson of the church there. Witness the King at the Lodge within the Park of Windsor 3 September 1440.

Decorative penwork on top line.

The Great Seal, green wax, a good impression, on plaited red and white silk threads.

[Calendar of Patent Rolls, 1436-1441, p.454]

l. m.

7

A copy of Henry VI's charter to the College of 25 January 1442, as Eton College Records vol. 39 nos. 8 and 9. On one large sheet of parchment.

The Great Seal, green wax, on plaited red and green silk threads. A good impression.

l. m.

8

The first page of a contemporary copy of the foregoing, on paper.

l. p.

9

Quitclaim by George Lovell, uncle of Richard Lovell, son and heir of Thomas Lovell, deceased, brother of the said George, to the Provost and College of all his right in an acre of land in Eton and the advowson of the church there, which William Whaplade, Nicholas Clopton and John Faryndon, esquires, by a charter of [2]9 August 1440 granted to the

King, and which he by Letters Patent granted to the said Provost and College. The land is described as an acre of arable in Lymecrofte in le Southfeld between the land of John Water on the north and that of the King on the south and extending from the King's land on the west to the highway leading from Eton towards le Wyke.

Witnesses: Robert Manfeld, David Brekenok, John Brekenok, Richard Milrede, Robert Stokes.
Eton, 12 August 1443.

Seal, round, 23mm., bronze wax, on plaited green silk threads. Armorial, barry nebuly a canton ermine.

* SIGILLUM GEORGII LOVELL

Endorsed that this deed has been enrolled on the dorse of the Close Roll in February 1444.

v. m.

Public instrument, recounting that on 21 December 1443, in the choir of the Collegiate church of the Blessed Mary of Eton, in the presence of Thomas Bekynton, Bishop of Bath, and William, Earl of Suffolk, commissioned by the King, with John Blakeney and John Say, public notaries and witnesses, standing by, appeared Master William Waynflete, Provost, John Clerc, Vice-Provost, Master Thomas Harlowe, Master Thomas Weston, Master William Weye and Master John Bonner, Fellows, and John Godston and John Moddyng, clerks of the Collegiate church, and certain of the scholars and choristers. The Bishop declared that he and the Earl were come to receive the oath of the Provost and see the oaths received by him and the Fellows etc., for the observance of the Founder's Statutes. A royal dispensation temporarily suspending those parts of the Statutes effected by the incompleteness of the buildings was read by Richard Andrew, doctor of laws. Cum neque ecclesia

vel aula turres camere ciste et arche communes aut claves
seu scrure pro eisdem nec bursaria thesauraria aut porte
dicti nostri Collegii adhuc sint juxta statutorum nostrorum
in 2a parte exigenciam plene constructe....

The Provost then took his oath, after which he placed himself on the right side of the choir. The Vice-Provost then took his oath. The Fellows followed with a like oath. The clerks then took their oath. Then Thomas Constantin, one of the scholars, took his oath, followed by other scholars viz. John Payn, Thomas Say, Thomas Seggefild, John Goldsmith, Edward Haneok, Richard Fawley, William Stok, William Wethir, John Plente and John Brown.

Witnesses to the foregoing: Master Richard Andrew, of the diocese of Lincoln, Master Walter Lyherd, of the diocese of Exeter, and Master William Say, of the diocese of Lincoln.

Marks and certificates of Blakeney and Say, the notaries.

One large membrane.

[This document is briefly mentioned in Maxwell Lyte's History of Eton College, 4th edition (1911), p. 18.]

Letters Patent granting the Provost and College of Eton in frankalmoign the reversion of a weir in the Thames called Hornedwere with the fishery of the same which John Birkyn holds for life.

Westminster, 21 February 1445.

This document has not been sealed.

[Calendar of Patent Rolls, 1441-1446 p. 336.]

Mandate to all admirals, captains etc. and other Ministers of the Crown to permit the Provost and College of Eton and their men, farmers and tenants to enjoy the privileges and liberties granted to them by charter. The liberties are recited.

Westminster 22 July 1446.

The Great Seal, natural coloured wax, on tongue.

This document is a copy of Eton College Records vol. XXXIX no. 66.

One large membrane.

13

Another copy of the foregoing, lacking a Seal.

Endorsed: Thomas Henkelyff unius (sic) tenecium Collegii Regalis Beate Marie de Etona gaudebit omnia inferius scripta.

l. m

14

Letters Patent granting the Provost, Fellows and Scholars of the College of Eton the marriage of the son and heir of William Tendale, late deceased, together with the wardship of the lands and tenements which the same William held in chief.

Westminster 22 October 1448.

The Great Seal and tag have been torn away.

l. m

15

The King to all admirals, captains, etc. With the assent of the last Parliament at Westminster, he has granted by charter to the Provost and College of Eton that they and

their tenants shall be quit of toll, pannage, pontage, kaiage (wharf dues), murage, passage, priage (passage money), lestage, stallage, tallage, carriage, pesage, piceage (payment for the right to break ground in order to erect a stall), terrage (charge for occupying ground at a fair or market), scot and gild, hidage, scutage and from works on royal castles, parks, bridges, closes and houses and from suits of counties, hundreds and wapentakes, and from all aids of Kings, sheriffs and bailiffs, of fines, loans, view of frankpledge etc. and their goods and chattels to be free of the purveyors of the household of the King or his consort. Purveyors who infringe the privileges of the College are to be proceeded against in the King's Bench. Instructions to permit William Brewster, clerk, tenant of the College in Langley Marreys and Colbroke, co. Bucks, to enjoy the said liberties without molestation 12 January 1449.

The Great Seal, with tongue, is missing.

l. m

16

Grant by Nicholas Clopton, of Langele Marreys, to Richard Lovell, son and heir of Thomas Lovell, son and heir of Richard Lovell, esquire, late of Boveney, of the advowson of Great Billyng, in perpetuity. By Letters Patent of 3 September 1440 the King had granted the said Nicholas, and William Whaplado and John Farindon, now deceased, the said advowson in exchange for an acre of land in Eton and the advowson of the church there.

Witnesses: Edmund Hampden, Knight, John Hampden, of Hampden, Robert Manfeld, John Brekenok, esquires, and Edmund Brudenell.

15 January 1450.

Seal, red wax, on doubled tag. As (2) on no. 5.

l. m

Indenture of receipt, London, 20 January 1451, by Master William Westbury, Provost, from William Chedworth, Receiver General of the King of all castles, domains, lands and tenements, late parcels of the Duchy of Lancaster, put in fee by the said King, of all and singular the following sums in part payment of those 400 marks assigned to the Provost and College, and due at Michaelmas 1450, viz. 66l: 13s: 3d.

Item, on 20 February 1451, 100l.

Item, on 28 February 1451, 100l. In full payment.

l m.

Indenture witnessing that James Palden, of Laghton, co. York, is bound to Master William Westbury, Provost of Eton, in 50l to be paid on Lady day next. The Provost now grants that if Palden delivers within the site of the College before Michaelmas next twenty fother (cartloads) of new lead of the Peak (de la peek), taking for the fother 4l: 13s: 4d - in all 95l: 6s: 8d, that the foregoing bond shall be cancelled. Of this total sum Palden has already received 40l by various hands, viz. from Philip Medehill, clerk of the works at the College, 10l, from Robert Nausegles 10l, and from Henry Vavesour 20l.

Eton, 12 February 1453.

Doubled tag from which the Seal is lost.

l. m.

Declaration by William Westbury, Provost of Eton, that Thomas Hynderlyng, "Diore", bearer of the present, is a tenant of the College and resident in Eton and therefore enjoys the

privileges granted by the King to such tenants and residents, and confirmed by the authority of divers Parliaments viz. that they shall be quit of toll, pannage, pontage (etc. enumerated) and from works on castles, parks, bridges and buildings of royal houses, and suits of counties, hundreds, wapentakes etc. and none of their corn, hay, horses, carts etc. or other chattels are to be abducted. Request that when the said Thomas in the matter of trade or business shall come into the parts (of those to whom he shows the present) he shall not be molested contrary to the said privileges.

Eton, 10 February 1459.

Seal, round, 15mm., red wax, on tongue. Armorial.

The College arms, surmounted by an angel's head full face and shoulders and outstretched wings.

A legend.

l. m

20

Indenture made at London, 10 June 1459, witnessing that William Westbury, Provost, has received from John Catesby, esquire, Receiver General of the Duchy of Lancaster, in part payment of 1000l. $\frac{2}{3}$ assigned for the works of the College and due at Michaelmas 1455:-

On 10 June 1439 by the hands of John Wight	26l:
On 4 July 1459 by the same	20l:
At various times by the hand of Robert Sleper	33l: 6s: 8d
On 10 October 1459 by the hands of Walter Skull, Receiver of Kedwelly, in beasts.	36l:
On 5 January 1460 by the same	36l:
[1460] by the hands of John Wight	27l: 6s: 8d
On 13 May 1460 by the same	13l: 6s: 8d
On the same day by the same	6l: 13s: 4d

On 18 May 1460

56l:

On 30 May 1460

66l:13s:4d.

On 13 June 1460 by the hand of John Wight

20l:

On 4 July 1460

43l: 6s:8d

Fragment of red wax Seal, on tongue.

1 m.

21

Quitclaim by Richard Lovell, son and heir of Thomas Lovell, esquire, and George Lovell, uncle of the said Richard, being younger brother of the said Thomas, and Nicholas Clepton, and George Lovell whose warranty will be collateral to that of the said Richard at the request of the said Richard, to William Westbury, Provest, and the College of Eton, of all their right in an acre of land in Lymecrofte in Eton and in the advowson of the church there.

The following deeds are enumerated:-

- 1) Grant by William Whaplad, John Faryngdon and Nicholas Clepton, [2]9 August 1440, to the King of the premises which they had of the gift of Richard, father of the said Thomas Lovell. [no. 5]
- 2) Letters Patent of 3 September 1440 [no. 6]
- 3) Letters Patent [of 9 August 1443] granting the premises to the Provest and College of Eton. [Eton College Records vol XXXIX no. 25]
- 4) Quitclaim by George Lovell of 12 August 1443 [no. 9]
- 5) Grant by Nicholas Clepton of 15 January 1450 [no. 16]
- 6) Resumption by Edward IV, by authority of Parliament on 4 November 1461, of the advowson of the church of Great Byllyng.

The Provest has paid the said Richard Lovell 100 marks for the foregoing quitclaim.

Witnesses: John Norreys, John Botill~~e~~, Edmund Brudenell,
Thomas Hampden, Thomas Ramsey, esquires.

31 August 1462.

Three Seals, red wax, on doubled tags. A coil of straw adheres to each.

- 1) As on no. 4.
- 2) As on no. 9.
- 3) Octagonal, 11 x 10mm. A pelican in its piety. A legend.

Endorsed that this deed has been enrolled on the dorse of the Close Roll in October 1462.

l. m
22 ✓

Duplicate of no. 21.

l. m
23 ✓

Copy of Writ of Precipe quod reddat to the sheriff of Buckingham to order Richard Lovell to restore to William Westbury, Provost, and the College of Eton an acre of land in Eton and the advowson of the church there, which they claim to hold in chief. Returnable in the quinzaine of Hilary [1463].

l. m
24 ✓

Exemplification of a Recovery, suffered in Hilary term 1463 [Common Pleas, Recovery Roll 2 Edward IV rot. 137 Buk.] by Richard Lovell of an acre of land at Eton and the advowson of the church there, at the demand of William Westbury, Provost, and the College, William Stileman being the warrantor. 24 November 1463.

Seal of the Common Pleas, bronze wax, on doubled tag, an excellent impression.

l. m

Receipt by Richard Lovell, of Boveney, gentleman,
from William Westbury, Provost, and the College of Eton,
of 100s in full payment for his quitclaim for the acre
and the advowson.

10 December 1463.

Seal, square, 10mm., red wax, on tongue. ? R L.

A coil of string adheres to the seal.

1. m.

26 ✓

A rental of Eton, naming Thomas Jourdelay, Richard
Profyte, Thomas Dyere, Richard Grove, Richard Lovell,
Margaret Water, Thomas Peet, John Fulmere, Henry Bolley,
John Trevilian, John Lambe, and others. [Hen.VI].

2 fs, damaged.

27 ✓

Indenture between William Westbury, Provost and Supreme
Governor of the College of Eton, and the Scholars of the same,
on one part, and William Thomas of Welde and John More of
Wynges, collectors of tythes of the issues and profits of
divers possessions and commodities.... not being of a lord
of Parliament or for the use of such.... in the vills and
hamlets within the hundred of Cotteslowe, co. Bucks, on the
other. The collectors, by order of the commissioners for
the said county and with the assent of the Provost and
Scholars have this day delivered to the latter 87^l: 8s: 4^q
of the said tythes collected and levied, and placed the same
in safe custody there until the order of the commonalty of the
realm and the authority of Parliament be proclaimed.

1 February 1473.

Two Seals, round, red wax, on doubled tags.

- 1) 13mm. An anchor.
- 2) 11mm. An eagle displayed.

Noted with a memorandum that Robert Caldecote on 9 December 1474 received the said sum on behalf of the King.

l. m

28

Declaration of John, Dean of the Collegiate Church of St. Karantoc (Grantock), co. Cornwall, that he has inducted on this day Master Henry Boost, Bachelor of Theology, to a canonry and prebend in the said church, lately resigned by Master John Smyth. Letters of presentation by John, Bishop of Exeter, dated at his house outside the Bars of the New Temple in London 14 February 1475-6.

St. Karantoc 16 March 1476.

Seal, pointed oval, 35 x 25mm, red wax, on tongue.

The dean, in profile, facing to the right, with staff in hand. ----- TI: -----

l. m

29

Eton. An account of rents. Michaelmas 1504.

1 f.

30

Grant by Richard Payn, clerk, Richard Kyte, clerk, Richard Blount, esq., and Thomas Hunt to Roger Lupton, Provost, and the College of Eton of a garden, 46 acres of meadow, 24 acres of pasture and a rent of 10s a year in Eton, co. Bucks, and 8 messuages 100 acres of arable, 46 acres of meadow, 30 acres of pasture, 8 acres of wood and 12d rent in New Windsor, co. Berks, and all lands, rents, etc. in Eton and Windsor or

elsewhere in the said counties which they lately had conjointly with Edward Mondevyle, clerk, and John Barton, now deceased, of the grant of Henry Boste, clerk, to certain uses specified in indentures between the Provost and College of Eton and the Provost and College of the Queen at Oxford in performance of the last will of Henry Bost.

To hold in performance of the said will. And appointment of William Canon and Robert Staper as their attorneys to enter the premises and deliver seisin.

10 July 1506.

Signatures of Richard Elount and Richard Payne.

Witnesses: Master J. Argentein, Provost of King's College, Cambridge, and Thomas Skalon, a Fellow of the same.

Four Seals, red wax, on doubled tags.

- 1) Oval, 10 x 7mm. A head in profile.
- 2) Rectangular, 11 x 15mm. A double-headed eagle.
- 3) Round, 12mm. A bear's head.
- 4) Rectangular, 12 x 8mm. A lion passant.

v. m

31 A

Will indented, 1 April 1506, of Joan Williams, of Eton, widow. By a deed of this date she has granted to Hugh Starkey, esq., and Master William Cowper two tenements with two gardens in Eton. Her will is that the said Hugh and William shall be feoffees of the premises to the use of the said Joan for her life, and after her death, 'that the said Johane her Kynnyemen and frendes may be prayd for', to the use of the College of Eton.

Witnesses: William Lyne, Edward Skelton, Humphrey Adens, Thomas Montegew, Philip Crownall, Marcellyne Halys, Richard Fytzwater.

Seal, round, 11mm., red wax, on doubled tag. W L.

v. m

Another copy of the foregoing, witnessed and sealed.

l. m. ✓

32

Grant in perpetuity by Joan Williams, of Eton, widow of Anthony Williams, to Hugh Starkey, esquire, and Master William Cowper of two tenements with two gardens adjacent in Eton lying between a tenement and land late of John Grove on the south and a tenement of the College on the north, one head abutting on land late of the said Grove on the east and the other head on the King's way on the west. The premises had descended by hereditary right to the said Joan on the death of her mother, Joan Wilton. With warranty.

Eton, 1 April 1508.

Witnesses "at the seissine and possession delivered and had acordyng upon this dede:" William Lyne, Edward Skelton, Humfrey Adens, Thomas Montegew, Philip Crownall, Marcellyne Halys, Richard Fytzwaters.

Seal, round, 11mm., red wax, on doubled tag. W I.

l. m. ✓

33

Indenture, 11 April 1514, between Master Roger Lupton, Provost of Eton, and Joan Williams, of Eton, widow. By deed of 1 April 1508 the said Joan granted two tenements in Eton to Hugh Starkey, esquire, and Master William Cowper, and declared her intent concerning the same, by indenture of the same date, that the grantees should hold the premises to her use for her life and after her death to the use of the Provost and College of Eton. Now it is agreed that the Provost and College shall hold one of the tenements from the date of the present, that is to say the tenement that Edmund Mereward lately held of the said Joan, the bursars of the College

paying yearly 13s: 4d at the four usual terms by even portions. With right of re-entry if the rent is unpaid by the space of 15 days. The College to undertake all repairs and pay the quit rent on the same, and not to "medele challenge ne clayme" the tenement in which the said Joan dwells.

Seal, round, 13mm., red wax, on doubled tag. A device.

33A

l. m
✓

Counterpart of the foregoing.

Seal, round, 13mm., red wax, on doubled tag. W.

34

l. m
✓

A copy of the will of Master Henry Bost, Provost, dated 20 November 1503. (He died on 7 February 1504).

Endowed: Vid. Lib. 2 fo. 60^b. [Hen. VIII]

[See Maxwell Lyte's History 4th ed. (1911) p. 92. Register, vol. I. f. 129]

2 fs.

35

✓

A sheet in the same hand as that of no. 34 appears to be part of a copy of the deed founding Lepton's Chantry. (3 August 1516). [Hen. VIII].

[See Maxwell Lyte's History p. 100]

1 f.

Indenture of grant, 8 July 1522, by John Clerke, Dean, and the Canons of St. George's Windsor, to Roger Iapton, Provost, and the College of Eton of a parcel of land in Eton, late Grove's land and now in the tenure of Henry Smyth, abutting on the Thames on the east, and on land of the said Canons and the said Smyth on the west, and on the King's stable on the south, and Grove's land on the north. To hold in perpetuity in exchange for a parcel of land in Underour, late Bullokk's and now in the tenure of Andrew Bereman, abutting on the College ditch on the south, on the land of the Provost on the north, on the land of John Benet and Silvester on the west, and on land of [] of London on the east.

Seal, Ad Causas, of the Dean and Canons, red wax, on doubled tag. The angle at the base is missing.

[A photograph of an impression of the 15th century Seal Ad Causas is reproduced in J.N. Dalton's The MSS of St. George's Chapel, Windsor Castle (1957) facing p. XXXV.]

1. M

Valuation of the lands of the College - 540l.

Valuation of the jewels and other moveable goods - 200 marks.

The charges are given. [Hen. VIII]

2 fs.

Part of a copy or draft of a grant, 20 December 1546, to the King of [] and another messuage late in the tenure of John Butler on le Weke in the parish of Eton, and another messuage called the Christofer now or lately

29

in the tenure of Henry Spencer with all buildings and lands pertaining, and $2\frac{1}{2}$ acres of meadow at Gogyns pole, and a close of pasture called Parsons close containing $1\frac{1}{2}$ acres in the tenure of Henry Spencer, and another messuage now or late in the tenure of Robert Saddoeke, and another messuage in Underowe in New Wyndesour late in the tenure of William Hall, a cottage in Datchett Lane late in the tenure of Richard Cooke (which messuage and cottage lately were Master Bost's lands), and all those lands called Grenes Lands and Ramney Medds, 1 acre 3 roods of land late in the tenure of Nicholes Momperde otherwise called Cowpers, and two closes lately purchased from Richard Fitzwaters and lately in the tenure of Andrew Bereman and now of Robert Saddeck.

2 fs.

39 ✓

A survey of Wyck and Eton, 1553 (7 Edw. VI).
Memorandum that Henry Spenser gave it in to Mr. Dobson,
with other memoranda. 22 October 1555.

2 fs.

40 ✓

A copy of a Visitation of the College by Matthew,
Archbishop of Canterbury, Robert Horne, Bishop of Winchester,
and Anthony Cooke, Knight, on 9 September 1561, by royal
authority.

In the hand of Edward Bethem.

6 fs. in a paper cover.

[See Maxwell Lyte's History 4th edn. (1911) pp. 166-7].

Lord Winchester, Lord Treasurer, 6 November 1561, to Roger Amice, esq., Surveyor of the Queen's lands in Berkshire, and Richard Woodward, gent., Clerk of the Castle of Windsor, promising that the Crown will help to bear the charge of removing a shelf that has formed in the Thames which "increasith and forcith the thens so harde upon the Colledg ground, that it wearith the ground wher the schollers be accustomed to plaie and in thend shall consume the ground and do gret harme to the quenes mag ground on thother side also."

Seal, round, 20mm., red wax, applied, papered. An eagle displayed within the Garter ribbon.

2 fs.

Extract from the Register of the Prerogative Court of Canterbury of the will of William Byll, clerk, professor of theology (Provost). To be buried in the Collegiate church of Westminster. Property in Asshewell and Morden, co. Herts; the parish of the Blessed Mary Colchirche in Estchape, London; Ilforde, co. Essex. Among legacies, pauperibus et discipulis Collegii Regalis Etone 10l. Also half his theological books to the collegiate church of Westminster, and the other half to be divided between the library of Trinity College, Cambridge and the library of the College of Eton.

The will, dated 6 May 1561, was proved 17 December 1561.

2 fs.

Indenture, 13 June 1575, between John Trevelyan, of St. Cleder (Clechter) in Cornwall, esquire, and Peter Trevelyan, his son and heir apparent, of one part, and William Daie, Bachelor of Divinity, John Barker, Matthew Page, William Smythe, Matthew Burste, John Welles, Baldwin Collins and John Reve, clerks, of the other part, by which the former, for 20*l*, bargain and sell to the latter an orchard and a little close of pasture containing 2 acres in Eton near Windsor and now in the occupation of one Alexander Cotton, gent. The orchard abuts on the east part on the Queen's highway leading from Windsor to Slough, on the west part on the close of pasture, on the north part on a tenement of the College, and on the south part on the tenement of one Roger Stokes; and the Close abuts on the east part on a tenement of the College and on the orchard, on the west part on a ditch commonly called the Castle ditch, on the south part on an orchard of the said Stokes and on the north part on a meadow of the College. The grantor to deliver all relevant deeds and evidences, "safe, uncanceled and undefaced," by Easter next.

Signatures of grantors.

Witnesses: John [?Bost], Arthur Spore, Sar. Lagh, William Legg [?].

Two Seals, red wax, on doubled tags.

- 1) Hexagonal, 13 x 8mm. A device.
- 2) Round, 22mm. The right half broken away. P T amidst foliage.

l. m

Bond by Peter Trevelyan, son and heir apparent of John Trevelyan of Cleder, co. Cornwall, esquire, to William Daie, John Barker, Matthew Page, William Smythe, Matthew Bust, John Welles, Baldwin Collins and John Reve in 40*l* for the making

of an authenticated and attested deed of bargain and sale by the said John and Peter of an orchard and close of pasture in Eton before the end of May next, with various articles comprised in the said deed of 14 June last, also of an attested deed poll by the same concerning a feoffment of the premises and a letter of attorney of 15 June last (the several writings are delivered by Matthew Bust to the said Peter); and for conveying the said deeds to the grantees; and for the payment of 20*l* to the grantees for the return of all deeds delivered, should the grantees during the next three years make such proof of the premises rightfully belonging to the College of Eton as shall be allowed by the Chief Justice of the Common Pleas or the Solicitor General.

18 June 1573.

Signature of Peter Trevilian.

Witnesses: Thomas Saunders, Richard Tredway.

Traces of Seal, red wax, on tongue.

l m.

45 ✓

Grant, for 20*l*, by John Trevilian, of Cleder, co. Cornw., esq., and Peter Trevilian, his son and heir apparent, to William Daye, John Barker, Matthew Page, William Smythe, Matthew Bust, John Welles, Baldwin Collens and John Reve of an orchard and close of pasture in Eton in the tenure of Alexander Cotton, along with all other their lands in Eton which they have lately sold to the same. With warranty. And appointment of William Daye, mercer, and Reuben Sherwood, gent., as their attorneys to deliver seisin.

15 June 1573.

Signatures of grantors.

W

Two Seals, red wax, on doubled tags.

- 1) A shield, about 17 x 15mm. Armorial, a demi horse issuing out of water.
- 2) Round, 20mm. P T with foliage.

Witnesses to the Sealing on 22 January 1576: Arthur Spore, John Legh, William Legh, Sa: Leigh.

Witnesses to the delivery of seisin on 30 October 1576: John Dethicke, Hugh [? Ecclofte], Robert Foster, William Vyne, Richard Ollyffe.

46 ✓

Rental of Eton town, amounting to 25l: 13s: 8d.

Rental of New Windsor, amounting to 21l: 4s: 6d.

1578.

2 fs.

47 ✓

Copy of an Inquisition taken at New Windsor, 18 September 1594, before Thomas Alden, coroner, upon a view of the bodies of Edward Polker, Richard Aldrydge, Thomas Nicholls, William Goodlucke, John Meade, Ralph Smarte and Edward Buckler. The jury presents that on 16 September James Methode, Walter Plunkett, Edward Polker, Richard Aldridge, Thomas Nicholls, William Goodlucke, John Meade and Ralph Smarte were severally sitting on eight geldings and one Jonah Aldrydge was sitting on a mare and one Robert Gallys and Anne, his wife, were sitting on another gelding on the Datchett ferry boat upon the water of Thames, with various other persons unknown, between the hours of one and two in the afternoon, when Jonah Aldrydge with his mare fell into the water, when the geldings were immediately so frightened that they fled to the rearward part of the ferry, so that the ferry was swamped and the

aforementioned were drowned. The geldings, mare and ferry (hippage) were the occasion of the deaths. The geldings and mare were carried to places outside the liberty of New Windsor, unknown to the jury, by persons unknown. The ferry was valued at 5s and is in the custody of one Maurice Feild of Datchett, yeoman. The jury knows not the value of the nine geldings and the mare.

3
2 fa.

Indenture of bargain and sale, 14 August 1605, by Matthew Buste and Baldwin Collens, clerks, to the Provost and College of Eton, for 10l, of an orchard and little close of pasture containing 2 acres in Eton, now or late in the tenure of Alexander Cotton, gent.; the orchard abutting on the east on the King's highway leading from Windsor to Slough, on the west on the close of pasture, on the north on a tenement of the College, and on the south on the tenement of Roger Stokes; and the close abutting on the east on a tenement of the College and on the said orchard, on the west on a ditch called the Castell Ditch, on the south on an orchard of Roger Stokes, and on the north on a meadow of the College. To hold in perpetuity to the only use of the said College. The premises were leased to Cotton by Buste and Collens and others on 26 May 1578 for 72 years.

Signatures of Matthew Bust and Baldwin Collins.

Two Seals, round, 12mm., red wax, on doubled tags.

- 1) ?
- 2) ? a hound.

Witnesses to the signing, sealing and delivering:
Thomas Dickinson, Thomas Boulton, Benjamin Owtred,
public notary.

Witnesses to the delivery of seisin to Owtred and
Dickenson, attorneys of the College: Hugh Rivell,
Thomas Boulton, Thomas Harris.

l. m

Appointment, 14 August 1605, by the Provost and College of Benjamin Owtred and Thomas Dickenson as their attorneys to receive seisin of the foregoing.

The College Seal, red wax, on doubled tag. Most of the legend is chipped away.

ATT. To Forgoing

l. M

50 ✓

Deposition of Richard Cotton, born in Staffordshire, labourer, of the age of 64 years, who has dwelt in Eton for 44 years, concerning a bridge laid over the ditch between a close of the College called Wharfe Close and a close belonging to Upton Courte farm called Ware Close near the Thames, and a hedge there, and some trees felled by Mr Duckes. 13 April 1608.

Deposition of Thomas Rolfe, of Chalvey in Upton, of the age of 60 years, who dwelt in Eton for 7 years and has known the things in question for 40 years, concerning the same.

2 fs.

51 ✓

Deposition of Thomas Keyne of Eton, of the age of 62, concerning the same. 13 April 1608.

Deposition of Bartholomew Hill, of Eton, of the age of 60, concerning the same. 13 April 1608.

2 fs.

52 ✓

Deposition of Richard [Tracy] of the age of 42, concerning the same.

Deposition of Henry Jacob, of New Windsor, of the age of 53, concerning the same. 14 April 1608.

2 fs.

Deposition of Frances Skydner, carpenter, of the age of 60, who has lived in Windsor most of his life, concerning the same. 15 April 1608.

Deposition of John Todd, of the age of 70 years, who has lived in Eton for 40 years, concerning the same. 15 April 1608.

2 fs.

Deposition of Robert Keyne, of Eton, of the age of 65 years, concerning the same.

Deposition of Benjamin Owtred, of the age of 59 years, who has lived in Eton for 38 years, concerning the same.

2 fs.

Deposition of William Bullett, of the age of about 60, who has lived in Eton 50 years, concerning the same. 29 April 1608.

Deposition of Thomas Stephens, of the parish of Warefield, co. Berks, who has lived in Eton 30 years, of the age of 55, concerning the same. 1 May 1608.

2 fs.

Clauses of Lady Savill's will touching Eton College:

On the day of her burial 5*l* to be given to the poor of Eton.

On the same day there be given to the increasing of the Collegiate table and diet 40*s*, and to the quiresters' and poor scholars' diet for one meal that day 40*s*, and to the Clerks' diet that day for one meal 20*s*, and to the increase of the College servants' diet that day 20*s*.

To the church of the College her two gilt livery pots to be employed always to the holding of wine for the Holy Sacrament and to no other use.

To Doctor Collins, Fellow of the College, 5*l* to be paid to him within one month after her decease.

To the widow Streete of Eton, 40*s* to be paid to her within one month after Lady Savill's decease. [1631]

1 f.

A catalogue of all the Provosts, Fellows and scholars of the King's College of the B.V.M. and St. Nicholes in the University of Cambridge. From William Millington, elected by Henry VI to be the first Provost on 6 April 1443. The main part of the book appears to have been written in the reign of James I, but there are additions recording events as late as 1655.

A small, parchment-covered volume of 38 folios, with some loose sheets.

A list of quit rents, Eton, totalling 2*l*: 6*s*: 2*d*.
25 March 1675 to 25 March 1676.

1 f.

Copy of a Decree in Chancery, 20 November 1678, in Edward Wise and Gilbert Badhame, exceptants, Edward Scotton, Thomas Johnson and others on behalf of the poor of Eton, defendants, concerning a watercourse against land of the Bridge House.

4 fs.

Memorandum of the allowances of Provost, Fellows and Master from 1647 to the time of Dr Allestree (1665 to 1681), who reduced the allowances in order to reduce the debt of the College. A note in another hand: "N.B. The Provost's allowance depended greatly upon his Residence. Dr. Allestree never resided except at Audit and at Election. He therefore gained considerably tho' in appearance the advantage was on the side of the College."

[late 17th cent.]

2 fs, torn.

Minute of the election at a vestry on 4 June 1686 of Thomas Johnson and Thomas West to be churchwardens of the parish of Eton.

2 fs.

Copy of Presentment of the foregoing being duly elected and sworn on 5 June 1686 at the Metropolitan Visitation of the Archbishop of Canterbury. They present, inter alia, those

who are "common absenters from the church" and those who
have had bastard children. 7 June 1686.

2 fs.

The Christopher Inn

63 - 89

Declaration, 3 January 1684-5, by Daniel Browne, citizen and joyner of London, that in a mortgage of this date between Edward Goring and Hugh Beheathland and Anne Beheathland, of one part, and himself of the other part, of the Christopher Inn, his name is used only in trust for Thomas Carr, citizen and scrivener of London.

Signature and Seal of Browne have been torn away.

Witnesses: Elizabeth Hello [?], Bedford Carr.

2 fs.

Bond by Edward Goring, citizen and cutter of London, and Hugh Beheathland, of the parish of St. Martin in the Fields, gent., to Sarah Bendy, of London, widow, in 300l for the observance of the terms of an indenture of this date. 28 December 1687.

Signature of Goring.

Witnesses: Nicholas Bendy, Thomas Carr, Bedford Carr.

Seal, round, 15mm., red wax, applied. A ship in full sail. (Goring).

The signature and Seal of Beheathland have been torn away.

2 fs.

Discharge by the same to the same of the sum of 60l paid to them by Sarah according to the said indenture. 28 December 1687.

Signatures of Goring and Beheathland.

Witnesses as on foregoing.

Seals, round, 15mm., red wax, applied.

- 1) A sun. (Goring).
- 2) A Castle or city gateway. (Beheathland).

Discharge by Alan Carr, of London, mercer, to the same of 80*l* paid to him by Sarah according to the said indenture. 28 December 1687.

Signature of Carr.

Witnesses as on foregoing.

Seal, round, 15mm., red wax, applied. A ship in full sail.

Indenture, 11 November 1692, between Richard Beheathland, of London, scrivener, and Jane Platt, of London, widow, by which the said Richard has assigned for 180*l* to the said Jane certain lands in Eton for the residue of a term of 29 years. The premises were comprised in two grants by Patent to the late William Beheathland, citizen and fishmonger of London, from King Charles II, viz. 2½ acres of meadow at Gogeons Poole, an acre of land near Parsons Close, ½ acre in Westmill Ferry, 2 acres in Brook furlong, ½ acre near Gudgeons alias Gogeons Pool, 3½ acres near Sandhill, 2 acres near Wardgate, 2 acres near Burding Bush, 3 half acres there, 3 acres at Parsons Bush, an acre upon Wheathill, an acre at Calverton lane, 6 acres in Little Broadmere, 3 half acres abutting upon Broadmere, and 2 acres there, with a barn which formerly belonged to the Christopher Inn, together with so much of the yard as was formerly made of ~~from~~ the Inn.

They were leased on 7 June 1683 by the said William, for 29 years beginning 8 November 1683 to John Hooke, of Grays Inn, esq., and John Hill, of Little Thurlow, co. Suffolk, gent., for specified trusts. The estate of Hook and Hill is now vested in Richard Beheathland. If Richard Beheathland pays Jane Platt 165l: 8s on 12 May next, the assignment shall be void.

Signature of Richard Beheathland.

Seal, oval, 14 x 12mm., red wax, applied. An anchor.

Witnesses: Alexander Jennings, Thomas Carr.

Endorsed that for 180l paid by John Hanson, gent., Jane Platt, by the direction of Anne Beheathland, widow, has assigned the remainder of the lease to Hanson. 19 September 1695. Signed by Jane Platt and Ann Beheathland with an identical seal, oval, 16 x 14mm., red wax, applied. Armorial, on a bar indented three roundels.

Witnesses: Stephen Uppan, Thomas Carr, John Newman, Hugh Beheathland.

2. ms

Assignment and mortgage, 17 December 1692, by Richard Beheathland to Ann Beheathland of a messuage called the Christopher, with certain lands (described), in Eton, for the residue of the terms of recited leases.

Signed by Richard Beheathland.

Witness: Katherine Beheathland.

Seal, round, 13mm., papered. ? an eagle.

One large sheet of paper, backed with brown paper.

Appointment by Thomas, Archbishop of Canterbury, of Anne Beheathland, relict of William Beheathland, late of the parish of St. Botolph, Billingsgate, deceased, administrat^xiek of the goods of the same. London, 18 September 1695.

Signed by Thomas Welham, deputy registrar.

The archiepiscopal Seal, red wax, on doubled tag.

Fragmentary, in paper cover.

1 m.

70

Indenture, 19 September 1695, between Anne Beheathland, of London, widow, of one part, and John Hanson, of Eton, gent., and John Newborough, of Eton, gent., of the other. By deed poll of 17 December 1692 it was recited that Richard Beheathland mortgaged to the said Anne a messuage called the Christopher, with certain lands (described), in Eton, for the residue of the terms of recited leases. Now, for 90l: 5s, Anne assigns the premises to Newborough, at the direction of Hanson.

Signatures of Ann Beheathland and John Hanson.

Witnesses: Stephen Upman, Thomas Carr, Hugh Beheathland, John Newman.

Two Seals, red wax, on doubled tags, as on endorsement of no. 67.

1. m

Lease, 22 October 1702, by Queen Anne, for a fine of 300l, to the Provost and College of Eton of all that messuage called the Christopher in Eton, and 2½ acres of meadow at Gogeons Poole, and a close of land and pasture called Parsons Close containing 1½ acres, and an acre of land near Parsons Close and ½ acre in West Hill Ferry, and 2 acres in Brook furlong and ½ acre of meadow next Gogeons alias Gogeons Poole and 3 half acres next Sandvill and 2 acres next Wardgate, and 2 acres next Birdingbush, and 3 half acres there and 3 acres at Parsons Bush, and an acre on Wenthill, and an acre at Calverton Lane and six acres in Little Broad Meer, and 3 acres abutting on Broad Meer, and 2 acres there; which were lately in the tenure of Joan Foster, widow, and parcel of the possessions of the College in our hands by reason of an exchange, and annexed to the Honor and Castle of Windsor; reserving all big trees, woods, underwoods, mines and quarries. By Letters Patent of 10 July 1695 the premises were leased to Jane Platt, widow, for 13 years beginning 8 November 1712 for a rent of 4l: 5s.

To hold for 26½ years from 8 November 1725 when the former lessee's term expires. Rent 4l: 5s. The lessees to maintain the premises in repair.

The Great Seal, bronze wax, on plaited pink and white silk threads.

Engraved portrait of the Queen, and floral and heraldic decoration in the borders.

Enrolled on 28 October 1702 coram Henry Shales, Auditor of Land Revenues.

l. m

Draft of articles of agreement, 1703, between Simon Buck, of Eton, inkeeper, and William Ford, of the same, yeoman. Buck agrees to lease the Christopher Inn (except a barn and certain of the lands belonging) to Ford for 7 years at a rent of 30*l*.

1 f.

Draft of articles of agreement, 16 December 1706, between Mr Stephen Upman, bursar of Eton College, and Henry Neale, of London, merchant. Upman agrees that a lease shall be granted to Neale of the Christopher Inn at Eton, with the lands belonging, for 40 years from Lady day 1707, at a rent of 35*l*. Neale agrees to spend 800*l* on rebuilding the premises in a manner approved by Mr (Richard) Jennings, carpenter of St. Paul's church.

1 f.

Opinion of Richard Topham, 17 July 1707, it having been referred to him by a rule of the Queen's Bench to examine and determine whether the same possession was restored to John Kendall in the Christopher Inn that he enjoyed before the serving of a Writ of Habere fac' possessionem out of the Court of the Honour and Castle of Windsor; that the cellar in contest, having been used by Kendall and by the College workmen before the serving of the Writ, Kendall ought to be restored to possession in common with the College, and a partition lately put there ought to be pulled down if Kendall insists on it.

2 fs.

Bond by John Kendall, of Eton, victualler, in 2001 to the College to abide by the arbitration of John Whitfeild, of Maidenhead, esq., touching the recovering, restoring, detaining or keeping the possession of the Christopher Inn, or any other suits or controversies between them. 18 Septaber 1707.

Signature of Kendall.

Witnesses: Edward Bird, Ralph Bragg.

Seal, round, 15mm., red wax, applied. Three arrows.

2 fs.

Brief for the plaintiff in the Provost and College of Eton ^{vs} John Kendall in an action of trespass upon the Christopher Inn and meadow ~~belonging~~ thereto. Endorsed with an inventory of Kendall's goods distrained. 29 July 1707. [1709]

2 fs.

Draft of articles of agreement indented between Thomas Talbott, of Upton, bricklayer, and William Metcalfe, citizen and bricklayer of London, by which Talbott agrees to deliver bricks at specified prices and times for the rebuilding of the Christopher Inne.

[Arms]

1 f.

Lease, 25 February 1726, by George I, for a fine of 100l, to the College of the Christopher (etc. as before) from 8 March 1752 (old reckoning) for 23 years 3 months. Rent as before.

Seal of the Exchequer, green wax, on red and white silk threads, in metal skipnet.

Engraved portrait of the King, and, along the top border, of the lion and unicorn in foliage with birds.

Copy of Report by R. Herbert, Surveyor General, 30 September 1758, to the Treasury on the petition of the Provost and Fellows to grant them a new lease of the Christopher Inn with certain lands belonging thereto to fill up their interest therein to fifty years. The premises consist of the Inn, worth about 70l a year, and about 37 acres 3 roods of land lying dispersed in small parcels with other lands, worth about 20l a year. Opinion that a new lease may be granted for a reversionary term of 35 years to be computed from 19 August 1775, when the present term expires, for a fine of 200l., reserving a rent of 4l: 5s. The petitioner should set up boundary stones to ascertain the several parcels. Addressed to William Brookland, esq., Windsor.

Seal, oval, 15 x 11mm., black wax, applied. Perhaps armorial.

Lease, 14 May 1759, by George II, for a fine of 200l, and by the advice of the Commissioners of the Treasury, to the College of the Christopher etc., (for '3 half acres' next Sandvill, '3½ acres' next Sandvill; for '3 half acres' there; ^(3½ acres there) for 'an acre at Calverton lane', 'all those acres'; for 'Joan Foster, widow,' 'John Foster'), from 19 August 1775 for 33 years. Rent as before.

Seal of the Exchequer, green wax, on green threads, in metal skippet.

Engraved portrait of the King, and decoration along the top and sides.

Enrolled in the Land Revenue 17 May 1759, signed W. Lowndes, Auditor. A minute or decquet entered in the Surveyor General's Office, 22 May 1759, signed R. Herbert, Surveyor General. \ m

al, 82 ✓

Attached to the foregoing are:

- 1) An account of the charge of making the lease, which, with the Fine, amounts to 262l: 6s: 6d. 2 fs.
- 2) A receipt from Edward Woodcooke, Deputy Clerk of the Pipe, for his expenses in the same, which are included in the foregoing account. 1 f.

83 ✓

Terms proposed by the Surveyor General of His Majesty's Land Revenue for the renewal of a lease of the Christopher Inn. 9 November 1797.

1 f.

Report by John Fordyce, Surveyor General, 4 June 1808, to the Commissioners of the Treasury concerning the terms of a renewal of the lease of the Christopher, quoting a survey of 1797. Observes that about three quarters of Eton parish consists of lammas and common lands and an enclosure would be advantageous to the proprietors and convenient for the tenants.

4 fs.

George Harrison, Treasury Chambers, 29 June 1808, to the Provost and Fellows, enclosing the foregoing report and giving the Treasury's assent to the memorial of the College praying for a new lease, but upon the terms of the said Report.

2 fs.

The same, 11 October 1808, to the same. Has laid before the Commissioners the memorial of the College of 6 August 1808, praying for a renewal at the old rents. Encloses copy of opinion of the Attorney and Solicitor General. A new lease can only be granted on the terms stated in the letter of 29 June 1808.

In envelope, sealed with Treasury Seal, red wax.

2 fs.

The opinion of the Law Officers, of 13 September 1808, enclosed in the foregoing. Stat: 34 Geo.III C. 75 and Stat: 46 Geo.III C. 151, under which the College claimed to be treated as a Charitable Institution, are not applicable.

2 fs.

88 ✓

Draft of College reply, 4 November 1808, from George Brown, Registrar, to George Harrison, esq., asking that the Treasury will allow the matter to stand over till 21 December, when the whole society will meet on College business.

1 f.

89 ✓

Notes concerning the foregoing.

1 f.

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A small book of 16 fs, in a marbled paper cover, containing the following, written and signed by Zachary Cradoek, Provost:-

'The College of Eton after the deposition of Henry 6, their founder, could not be finished according to this intention. There never was a convenient and sufficient room for a large school, nor a chamber large enough for the lodging of the scholars of the foundation, nor any infirmary to remove the sick scholars into out of the common lodgings. A remedy for some of these defects was intended by Dr Allestree in his new school, which notwithstanding was in severall respects found insufficient without the use of the old school. But that building now hanging over the Perpendicular 9 inches, and not to be restored without very great charge and then having neither strength nor height enough for the use for which it was intended, it is thought necessary by the College upon the best advice they could get to take down that building to the floor of the school if not to the foundation and to erect another with walls of greater thickness and strength, and to carry up those walls 33 or 34 foot high, and then lay on a flat roof to be covered with lead as all the rest of the College is, and to make a writing school with other convenient rooms below for the use of the schoolmasters, that so the old school may be fitted up and added to the long chamber, which will make room enough for the whole number of scholars and choristers to be lodged conveniently. There is a building within 12 or 14 yards of the long chamber, which may be turned into an infirmary with accommodation enough for 10 or 12 at a time which is more than any can remember to have been sick in the College at once.

If it is possible to bear the charge, it is very expedient that the stables which now stand within 20 foot of the College and before the front, not only very