

WILTSHIRE ARCHAEOLOGICAL
AND
NATURAL HISTORY SOCIETY

Records Branch

VOLUME III

Issued to subscribers only

Impression of 300 copies

CALENDAR
OF
ANTROBUS DEEDS
BEFORE 1625

EDITED BY
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DEVIZES

1947

PRINTED IN GREAT BRITAIN BY HEADLEY BROTHERS
109 KINGSWAY, LONDON, W.C.2; AND ASHFORD, KENT

PREFACE

In consequence of the late war the work of the Records Branch was halted in 1940 and the present volume is the firstfruits of its revival. One could have wished to inaugurate that revival with a text that illuminated some aspect of the history of the whole county or which exposed to view for the first time some new type of historical material. But at the end of the war there was nothing approaching completion but this Calendar, and rather than face further delay it was decided to issue it forthwith.

Most of the text was prepared in circumstances of difficulty and like other war-time products it may be found imperfect. In compensation it may perhaps be claimed that the deeds, at least the later ones, have been abstracted with unwonted fulness and thus in a manner calculated to aid the student of legal and economic history as well as the topographer and genealogist. If therefore the geographical area is narrow and the material familiar the technique is to some extent novel.

The book has profited from the co-operation of several friends who helped me to solve difficulties or (a no less valuable service) confirmed my own solutions. In particular my colleague, Mr. R. E. Latham, has read the introduction in manuscript and rid it of a few impurities. To the excellence of his scholarship I am in many ways indebted and I thank him once again for this and many other kindnesses.

R. B. PUGH

Hampstead, September 1947

INTRODUCTION

Amesbury Earls Manor before 1552

The "Earldom" manor, upon whose early history this Calendar throws little if any light, was the principal manor in Amesbury. It was constituted from two cells: a small estate, held at the time of Domesday (1086) by Edward of Salisbury, then sheriff of Wiltshire; and a much larger one (royal demesne in 1086) which came into the hands of the same Edward's descendants about the middle of the twelfth century, probably by grant from the Empress Maud. The grantee of the latter estate was Patrick, Earl of Salisbury, and with the titular Earls of Salisbury, or with men of their race, the two estates, organized as a single manor, remained until 1322. In that year Thomas of Lancaster, who had succeeded to the title and lands by marriage, was slain at Boroughbridge, and his widow surrendered Amesbury, and much besides, to Edward II.

The earldom of Salisbury, which had come to an end with Lancaster's death, was revived in 1337 for the benefit of the Montagu family. To them the manor of Amesbury was given, and they held it (save for a short interval) until 1431, first in reversion, and then in possession. Thereafter it was held in fairly rapid succession by the Duke of Bedford, Cardinal Beaufort, the hospital of St. Cross at Winchester, the Nevills, Lady Margaret Beaufort and perhaps Margaret Pole, Countess of Salisbury. There were intervals between certain of these tenures during the course of which the manor was in the hands of the Crown. By the Crown it was consistently treated as an integral part of the Salisbury earldom and acquired its cognomen in consequence.

The period of fluctuating ownership closed on the 7th June, 1536, when Henry VIII granted in tail male to Edward Seymour, Viscount Beauchamp, and to Anne his wife the manors of Broad Town, Sherston and Amesbury, and the hundreds of Amesbury, Winterbourne and Alderbury.¹ By 1536 there were several manors in Amesbury, but in the present context the earldom manor must be meant, for that alone was then at the Crown's disposal.

Seymour, who in due course became Earl of Hertford, Duke of Somerset and Lord Protector, kept the manor until his execution on the 22nd January, 1552.

Amesbury Priory Manor before 1552

The priory of Amesbury, founded *c.* 980 for Benedictine nuns and refounded in 1177 as a house of the order of Fontevrault for men and women, held no land in Amesbury at the time of Domesday nor for many generations to come. In 1268, however, Roger le Convers settled upon the priory his capital messuage in West Amesbury with some lands there, and it is perhaps with this conveyance that the priory manor originates.² In any event it is plain, both from this Calendar and from

¹ *Letters and Papers of Henry VIII*, Vol. X, p. 526.

² E. A. Fry (ed.): *Feet of Fines relating to . . . Wiltshire* (Devizes, 1930), p. 58.

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other sources, that from the end of the thirteenth century the Prioress and nuns had an estate hard by their convent—a home farm, with many tenements in the common fields. How early these lands came to be commonly reputed a “manor” it is not yet possible to say. Curiously enough they were not so styled in the *Valor Ecclesiasticus*.¹ It was, however, as a “manor” that they passed into secular hands; for on the 8th April, 1541, the Crown granted in fee to Edward Seymour (who had then become Lord Hertford) the site of the late monastery, the borough, manor, rectory and advowson of the vicarage of Amesbury and other possessions of the monastery.² These lands remained with him until 1552.

The Manors of Amesbury Earls and Priors after 1552

Edward Seymour, the Protector's son by his second marriage, succeeded to his father's titles and inherited the paternal estates. Very shortly afterwards, however, he was deprived of both by means of an Act of Parliament procured by the Protector's enemies.³ The Protector's former supporters at once set to work to mitigate the effects of this act of posthumous vengeance, and they were so far successful that a commission was set up to apportion to the late Duke's children the lands that had been the patrimony of their respective mothers. In pursuance of this the Master of the Court of Wards on the 3rd December, 1552, assigned a group of estates, which included Amesbury Priory and “the Borough of Amesbury”, to the young Edward.⁴ The separation of the Seymours from Amesbury can therefore have lasted only a few months.

A measure of good fortune continued to follow Edward. By Act of Parliament 1 Mary he was restored in blood and enabled to inherit such lands as might come to him by inheritance, if Edward, his elder half-brother, should die without male issue.⁵ On the 13th January, 1559, he was created Baron Beauchamp and Earl of Hertford and on the 7th May received licence to enter upon his lands, from the actual enjoyment of which his minority had hitherto debarred him. In May of the following year a lease of lands in the Priory manor was made in his name and on Midsummer Day his special commissioners held a court of survey for what was described as the manor of Amesbury.⁶ By that time, therefore, he was in full possession of at least one manor. According to legal theory (admittedly of a somewhat later date) “courts of survey” were only convened when a manor passed into the possession of a new lord.⁷ We may suppose, therefore, that this was Edward's first court.

¹ *Valor Ecclesiasticus*, Vol. II, p. 93.

² *Letters and Papers of Henry VIII*, Vol. XVI, pp. 380, 381.

³ 5 and 6 Edw. VI cap. 37 (MS. in the House of Lords).

⁴ H. St. Maur: *Annals of the Seymours* (1902), pp. 129, 402.

⁵ 1 Mary cap. 23 (P.R.O. Chancery, Parliament Roll (C65), No. 162).

⁶ *Calendar of Patent Rolls*, 1558-60, p. 58 (creation), p. 100 (licence); 100 (lease); 102 (court). On 5 Aug., 1557, the Crown presented a clerk to one of Edward Seymour's benefices, because the tenant-in-chief was a minor (*Calendar of Patent Rolls*, 1557-8, p. 266).

⁷ S. and B. Webb: *English Local Government: The Manor and the Borough*, Part I 1908), p. 13 n.

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Whether it was held in respect of both the manors which had been his father's or only of the Priory manor must remain uncertain. But in any case we know that by 1573 the Earldom manor was also his.¹

Edward, second Earl of Hertford, died full of years in 1621 and was succeeded in the title and the property by his grandson William, who was restored to the dukedom of Somerset in 1660—the year of his death. The property then passed in succession to William Seymour's son, to his brother and to Thomas Bruce, second Earl of Ailesbury, his son-in-law. Charles Lord Bruce, son of the last, inherited the two manors from his father and sold them in 1720 to his uncle Henry Boyle, Lord Carlton.² Carlton died five years later, leaving the manors to his nephew Charles Douglas, third Duke of Queensberry, together with Petersham House in Surrey and certain lands at Stoney Middleton and elsewhere in Oxfordshire.³ It may be recorded in passing that in 1757 Queensberry sold the Stoney Middleton lands to Lord Jersey.⁴ He failed, however, to convey with them a small packet of orders and estreats, made at the courts of Stoney Middleton and Godington in 1651 and 1656, and an indenture of a fine levied upon the first of these manors and the manor of Bicester in 1447 (**55**). These have remained in the Antrobus collection.

In tracing the descent of the two Amesbury manors we have at the same time accounted for the presence in this collection of the deeds numbered **100, 101, 103, 104, 110, 113-115, 124, 128, 133-138, 141, 143, 146-152, 154, 155, 158, 159, 167** and **169**. All but one of these relate to Hertford's property in Amesbury and most of them are leases from the Earl himself to his tenants. The exception (**110**) deals with the manor of Langford Dennis in Little Langford. It may, however, be considered to belong to the Amesbury conveyances, for Hertford has himself expressly noted that the property it describes escheated to him in right of Amesbury Earls manor.

Other Seymour Lands

On the day on which they obtained their grant of the manor of Amesbury Earls the Protector and his wife were also granted in fee tail the manors of Berwick Bassett, Richardson, Langden, Midgehall, Studley and Costowe, which had formerly belonged to Stanley abbey; the site of Monkton Farleigh priory, with the manors of Monkton Farleigh, Monkton Chippenham, Thornhill and Broom, which had belonged to Monkton Farleigh; and the manors and advowsons of Urchfont and All Cannings and the rectory of All Cannings, which had belonged to St. Mary's Abbey, Winchester.⁵ It was by this grant that the Seymours became possessed of the lands named in the common recovery of 1608 (**142**) and of the prebends with which the lawyer's brief of 1597 (**127**) deals. By the

¹ **110**, endorsement (ii).

² Hoare: *Modern Wiltshire: Everley, Amesbury and Underditch*, pp. 75, 76.

³ Violet Biddulph: *Kitty Duchess of Queensberry* (1925), pp. 29, 30.

⁴ *ib.*, pp. 85, 207.

⁵ *Letters and Papers of Henry VIII*, Vol. X., p. 526.

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same grant they must have acquired a fifteenth century account, which survives in the Antrobus collection, drawn up by the farmer of the Abbess of St. Mary Winchester in Urchfont. The presence of these three documents in our collection, however, must be reckoned an anomaly, since none of them can be said to support the title of the Queensberrys or Antrobuses to Amesbury Priory.

The Manor of Dawbeney before 1614

The manor of Little or West Amesbury, called Dawbeney, appears to have originated in a half fee held in the thirteenth century by one of the then Earl of Salisbury's knights. Its history cannot, however, be continuously traced until the fifteenth century, and it is indeed unlikely that it was reputed a manor before then. For such facts about it as we have the present Calendar is the main source.

In 1429 one Walter Pauncefote, whose family had been connected with Amesbury since 1379 at least, gave his brother Robert the manors of West Amesbury and Worthy Pauncefote (Hampshire) in tail male.¹ This Robert had a daughter Elizabeth. She married James Dawbeney and evidently brought the two manors with her. James Dawbeney, sheriff of Dorset in 1488, was the brother of that Sir Giles Dawbeney, K.G., whom Henry VII created Baron Dawbeney. He was perhaps connected with a local family of Dawbeney who had lived in the south Wiltshire village of Newton Tony since 1322 and of which Robert Dawbeney (*fl.* 1400), a rebellious Prior of Amesbury, may have been a member.² If such a connexion may be assumed we may conclude that Nos. **10** and **21** came into this collection in consequence of the Dawbeney-Pauncefote marriage.

James and Elizabeth Dawbeney are known to have enfeoffed the Dean of Exeter and others of their manor of West Amesbury before the 20th January, 1510, and a different group—one which did not include the Dean—in June of that year.³ After that time nothing is known of their tenure. In 1546 Giles Dawbeney, of Wayford in Somerset, James' son, settled both the Wiltshire and the Hampshire manors, with other lands, upon Hugh his son, and upon Joan Peny, whom Hugh had recently married. In 1607 Hugh's son Giles, likewise of Wayford, settled West Amesbury and other properties upon his son James, then about to marry into the Devonshire family of Peter. The lands were to serve as Elizabeth Peter's jointure. In October and November, 1613, James converted his entailed estate in the Wiltshire manor into an estate in fee simple, no doubt as part of some wider transaction.⁴ Perhaps he was already mortally sick. We know, in any case, that between the 4th and 23rd December he died, and that

¹ **28** (1379); **48** (1429).

² For Robert the prior see *Downside Review*, Jan., 1942, p. 49.

³ West Amesbury Court Roll and Rental, 1491-1534 (Antrobus collection) (first enfeoffment); **79** (second enfeoffment).

⁴ **95** (1546); **140** (1607); **156, 165** (1613).

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the manor, subject to his widow's dower, passed out of the hands of his family.¹

The Dawbeneyes do not seem to have lived at Amesbury, for, during the hundred odd years of their ownership, the manor house and demesnes were leased out continuously. The first known lessee was John Biddle, who in 1492 held the farm and the fishing. His family remained in occupation for 130 years and more, and gave to the manor the alternative name of Biddles. John Biddle was followed by Robert, who in 1510 was farming the demesnes. In 1519 the same Robert, Alice his wife and John their son secured a fresh lease from the Giles Dawbeney of the day. This lease (for life in survivorship) was perhaps taken out in consequence of the then recent birth of a son and heir.

A new joint lease to Robert and John was granted on 18th May, 1534. The Biddle parents both died shortly before the 5th November, 1551, and John claimed his term in the manor court. On the 1st October in the next year, however, an entirely new lease (for life in survivorship) was granted to him and to Sibyl his wife. This lease was extended two years later to include Thomas, their son, perhaps born in the interval. When a fresh lease was taken out in 1557 Thomas was excluded; but he was evidently reinstated later; for in 1600 the last of the Gileses leased the manor house to a Thomas Chaffin for 31 years from the death of Sibyl (by this time married to a man called Hunt) and Thomas. John Biddle was then dead.

In September, 1613, Thomas Biddle executed a surrender of his interest in return for 1,000 *l.*, allowing the landlord nine months in which to pay. Sibyl is not mentioned in this document; she may have been dead by this time. This surrender cannot have taken effect, since it was ignored in some proceedings in the Court of Wards which took place in 1623; Dawbeney was no doubt prevented by death from paying the purchase money and the conveyance was consequently nullified. In December, 1613, Chaffin assigned his expectant interest to Robert Coker of Mappowder in Dorset, a cousin of James Dawbeney. Coker in turn assigned it to Thomas Worsley, and seems at the same time to have relinquished his rights in a similar lease granted in 1573.²

The transactions recorded in the five preceding paragraphs naturally resulted in the accumulation of documents—conveyances and settlements

¹ See his will in *Abstracts of Somersetshire Wills, First Series* (ed. F. A. Crisp, privately printed 1887), pp. 56, 57, and his mother's will *ib.*, *Fourth Series* (1889), p. 60. It is known from a fine of 1630 and a deed of 1635 (both among the Antrobus Deeds) that Giles, James' father, held at that time both land and fishing rights in Amesbury. As her will shows, James' mother had, before her death, sold what she describes as the third part of the manors of Little and Great Amesbury to Sir Lawrence Washington. Perhaps the fine of Hilary Term, 1633, levied between her and two persons called Churchill and Isaac clinched the sale (*Wiltshire Notes and Queries*, Vol. VII, p. 342, where however the fine is attributed to Trinity Term, 1632).

² West Amesbury Court Roll and Rental 1491-1534 (1492, 1510); **81** (1519); West Amesbury Court Roll 1551-60 (Antrobus collection) (1534, 1551); **97** (1552); **98** (1554); **99** (1557); **129** (1600); **153** (Sept., 1613); **157** (Dec., 1613); **178, 164** (Coker's assignment); **178** (1623). For the Coker-Dawbeney relationship see *Abstracts of Somersetshire Wills, First Series*, p. 56. The name "Bedles" occurs in a fine levied in Trinity Term, 1628 (*Wiltshire Notes and Queries*, Vol. VII, p. 342).

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of the manor and leases of the manor house and demesnes. These are numbered **48, 79, 81, 95, 97-99, 129, 140, 153, 156** and **157**. With the counterparts of two leases by Giles Dawbeney III of houses on his estate (**131** and **132**) they may be said to form the Dawbeney muniments, which by a process which will in due course be revealed descended with the Dawbeney property into the hands of the Antrobuses.

The Manor of Souths before 1614

The early history of this manor is perplexing and cannot be said to have been unravelled. The reader must therefore content himself with a speculative reconstruction with several *lacunae*.

The earliest South to be mentioned in this Calendar is Sir John South who in 1463 held some property in Frog Lane in Amesbury.¹ It seems fairly safe to assume (though there is no evidence) that he was a relative of Thomas and Richard South, who held land in Thoulstone, Upton Scudamore and Chalcot in 1472, and have left their title to it in our collection.² There is also a reference to the "lord of Sowthe" in a West Amesbury court roll of 1491, which implies the presence at that time of some tenement or even manor in Amesbury named after the family.³ It is not, however, until 1526 that the continuous history of the Amesbury Souths begins. In that year the three daughters of John Ballet, two of them married, made a conveyance of their land to a William South. Next year a commission, appointed to survey grain stocks in three Wiltshire hundreds, reported that William South was one of the four householders in West Amesbury who had surplus corn for sale. He had a household of twelve.⁴ Perhaps we may guess that it was at this time that his modest fortunes were being founded and that their basis was the bargain and sale from the Ballet ladies. Let us, in any case, trace back the Ballet estate.

John Ballet had married Faith (sometimes called Christine), daughter of Thomas Hobbes of West Amesbury, who some time after her marriage had been endowed with some of her father's land.⁵ Thomas Hobbes's wife was a certain Anne Saucer, daughter of Robert Saucer of Amesbury, a member of a well known West country family with branches in Steeple Ashton and in Amesbury itself.⁶ The Amesbury Saucers had intermarried with the family of Goion. The affiliations of Goion, Saucer, Hobbes and Ballet are extremely difficult to unravel. The statements in this Calendar (which is the main source of the family history) are conflicting, the detailed pedigree (**76**) drawn up in the younger Thomas Hobbes's day proving on examination not wholly trustworthy. Fortunately, however, we know enough of the descent to make us tolerably certain that the not

¹ **63**.

² **66**.

³ West Amesbury Court Roll and Rental, 1491-1534.

⁴ **85, 86** (1526); P.R.O. State Papers. Hen. VIII, General Series (S.P.1), Vol. 45, f. 204 (corn).

⁵ **75**.

⁶ *W.A.M.*, Vol. XXXVI, pp. 441-7 (Steeple Ashton).

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inconsiderable tenements of the Saucers, together with their muniments, descended through the Hobbeses and the Ballets to William South.¹ A reference in a document of 1538 to "Sawsres Close", then owned by South, helps to confirm the impression.²

Nor are we left in entire ignorance of the location and extent of this property. In 1428 the respective shares of two Saucer ladies in the inheritance of their mother (or perhaps their step-mother, or their grandmother) were settled and set down in a partition. One of these ladies was Thomas Hobbes's wife and it is not unreasonable to suppose that at least some portion of her purparty (together with the partition itself) came ultimately into South's hands. Nor is the lengthy survey of Thomas Hobbes's lands, drawn up apparently in 1502, without its interest for the student of William South's estate. The extent was made in connexion with a dispute of unknown origin between Gilbert Beckington and the four daughters and heirs of John Ball. One strongly suspects from the words "Mr. William South's" with which this survey is endorsed that some at least of the properties which it enumerates came to be numbered with the South lands. This assumption is to some extent confirmed by the following facts. In 1517 Gilbert Beckington acquired an estate in West Amesbury from William Silverthorne, the first cousin of the Ballet ladies and a Hobbes on his mother's side. Differences arose over the title to this estate, and in May, 1526, Beckington and South agreed to submit them to arbitration. The arbitrators' award has not been found, but, whatever its terms, it must have failed in its effect; for in October, 1538, resort to further arbitration proved necessary. Gilbert Beckington was now dead, and the award was made with his son John, who relinquished his right to the lands which William Silverthorne had given his father in return for other lands set out in the award. It therefore seems fairly safe to conclude that the survey of 1502 came to William South as an evidence in support of his title either to the Ballet inheritance or to the Beckington (late Silverthorne) lands which fell to him by arbitration. In either case the lands had belonged at one time to the Hobbeses.³

One turns with relief from these somewhat hazardous conjectures to the later and more certain history of the South estate. William South's purchase of 1526 was followed by others—from Agnes Willoughby in 1542 and from Nicholas Miles in 1551.⁴ The latter purchase is in the form of an exchange, and shows amongst other things that South owned at this time an inn in Marlborough Street in Amesbury called the "Three Cups"—a house which had belonged to one William Clerk in the closing years of the fifteenth century.⁵ One of the Saucers had in 1474 leased

¹ For the Saucer muniments see **5, 36, 44, 47, 49-54, 57, 64, 65, 67, 69, 70, 77**. Of these **67** is a lease granted by Robert Saucer. It would only be classed among the Saucer muniments if it were his own counterpart. It could equally well be treated as one of the title deeds of the "Three Cups" (see below). No. **69** is a grant to feoffees, of whom Robert Saucer is one.

² **88**.

³ **45** (1428); **78** (1502); **80** (1517); **84** (1526); **88** (1538).

⁴ **92-94** (1542); **96** (1551).

⁵ For Clark's tenure of the "Three Cups" see P.R.O. Early Chancery Proceedings (C1), Bundle 258, No. 18. The date of the bill is 1502 or 1503.

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out a house in the same street to a William Clerk for forty years. In 1493 after the lessee's death the widow had acquired a lease for life of another (or perhaps the same) tenement in the same street. It is extremely likely that one or other of these was the "Three Cups".¹ If so, we see how the leases of the inn came into the collection.² The letters of confraternity (**58**) which William and Margaret Clark obtained from the Vicar General of the Trinitarians in 1454 were no doubt slipped into the leases by accident and passed with them.

William South appears to have died between May and October, 1552.³ He was succeeded by his son Thomas, who in June, 1560, took a copyhold in one of the Seymour manors and in 1562 leased out a cottage to Simon Colles. In May, 1577, he settled a number of properties, not all of them in Wiltshire, upon his son (also Thomas), then about to marry Martha Goldston. The conveyance which effected this marriage settlement mentions the "manor house" of West Amesbury and is of interest on that account; there is no earlier allusion to the South estates as a manor.⁴

Shortly after his marriage the young Thomas, who had gone to live at Swallowcliffe, began to distribute parts of his Amesbury property to life tenants. Leases were granted to Clement Soper in 1580, to Robert Lurgis and Thomas and Robert Waters in 1581, to three members of the Long (or Webb) family in 1588, to three members of the Lawes family in 1591 and to three members of the Hasket family in 1602. The Waterses sold out their interest in 1609. In 1584, in return for a rent out of Normanton manor, South purchased Drovers Barn in Amesbury from William Trenchard of Cutridge.⁵

Thomas South died in 1606 and in June, 1614, his son Edward and his widow Martha sold the estate to Robert Newdyk for 2,360 *l*.⁶ Three of South's life tenants or their representatives at once surrendered their interests to the new owner on an undertaking by him to pay them specified sums of money six months from surrender.⁷ A fourth surrendered in 1618.⁸ The manor, as it had now evidently come to be reputed, was united with Dawbeneyes and descended with it.

If the foregoing narrative reproduces the facts accurately (and it must be repeated that in its earlier stages it is somewhat speculative) we may imagine that Edward South handed over to Newdyk the following deeds: **5, 36, 44, 45, 47, 49-54, 57, 58, 64-67, 69, 70, 74, 75, 78, 80, 84-88, 92-94, 96, 102, 105, 112, 116-123, 125, 130,**

¹ **67** (1474); **74** (1493).

² But see footnote 1 on p. xiv.

³ West Amesbury Court Roll, 1551-60.

⁴ **102** (1560); **105** (1562); **112** (1577).

⁵ **116** (1580); **117, 118** (1581); **119, 120** (1584); **123** (1588); **125** (1591); **130** (1602); **144** (1609).

⁶ For the date of Thomas South's death see *Abstracts of Somersetshire Wills, Fourth Series*, p. 44; for the deed of sale see P.R.O. Chancery, Close Rolls (C54), No. 2205, Enrolment No. 29.

⁷ **161** (Soper); **162** (Long); **163** (Hasket).

⁸ See endorsement (iv) on **117** for the surrender of Robert Burde, who had acquired Lurgis's interest.

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144 and **161-163**. These would have established the Souths' title to their lands of purchase or have recorded the territorial dispositions which at one time or another the family had made.

Robert Newdyk's Tenure of West Amesbury

Robert Newdyk, the purchaser of Souths, appears to have come of a Worcester family. In the fifteenth century a Newdyk held a responsible position in the government of that city and a deed in this collection is a memorial to his connexion with it.¹ When our own Newdyk first comes to our notice, however, he was living at Little Ann, a Hampshire village just over the Wiltshire border, in which he retained some property at least until 1618.² He was married to Mary Worsley, a member of a solid and respectable family established at Chale in the Isle of Wight. His sister Constance was the wife of Silas Tito, a citizen and salter of London, whose father—a person of Italian origin—had evidently been prosperous.³ Another sister was married to a William Borman. So far as can be judged Newdyk was in comfortable circumstances. Besides houses in Hampshire and Wiltshire he had a third in London and he is once described as one of His Majesty's servants.⁴

The purchase of Souths in June, 1614, is the first enlargement of Newdyk's property of which any record has been noticed. It was followed in September of the same year by the acquisition of lands at Farley in Wiltshire.⁵ With these Farley lands the bond of 1574 between a Thomas Marshall of Abbots Ann and an Arthur Swayne has almost certainly something to do.⁶ The next step was the purchase of the manor of Dawbeney. Newdyk was clearly angling for it as early as October, 1613, for he and his son Robert are then found as parties to a deed declaring the uses to which James Dawbeney had suffered a recovery of the manor.⁷ As we know, James Dawbeney died very soon after this deed was executed. By stages with which we are not fully familiar, Newdyk stepped into his shoes. In the spring of 1618 he was living in

¹ For the deed see **46**. Henry Newdyk mentioned in it was M.P. for Worcester city in the Parliament of 13 Hen. VI and was a bailiff of the city in 1434-5. His will is dated 1 March, 1464 (T. Nash: *The History and Antiquities of Worcestershire* (1799), Vol. 1, Introduction, p. xxix; J. H. Bloom: *Original Charters Relating to Worcester* (Worcestershire Hist. Soc.) (Oxford, 1909), p. 194; *Wills and Administrations in the Consistory Court of Worcester* (Brit. Record Soc.) (1904), p. 1).

² For the first reference (1614) to Newdyk's connexion with Little Ann see **160**: for an arbitration of 1618 over a farm in the same place see **168**.

³ For some account of the Tito family see *The Genealogists' Magazine*, Vol. VII, pp. 460, 461. Silas was the father of the reputed author of *Killing No Murder*. For his wife's forename see *Wiltshire Notes and Queries*, Vol. VII, p. 342.

⁴ For Newdyk's description and London address (viz. the parish of St. Martin in the Fields) see P.R.O. Star Chamber Proceedings, James I (Sta. Cha. 8), Bundle 276, No. 18.

⁵ **160**.

⁶ On the Close Roll of 12 Jas. I (P.R.O. C54/2206, No. 29) there is a bargain and sale (executed 28 Sept., 1614) from Robert South to Robert Newdyk of lands in Farley. These lands were conveyed free of encumbrances except for a lease from Robert South's father, Robert, to Matthew Kyte who is mentioned in **111**.

⁷ **165**.

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Amesbury, at a house called Amesbury Hall, which was perhaps the manor house of Souths.¹

We are unlikely to be far wrong in assuming that the new lord of Dawbeneys and Souths had some difficulty in raising the money for his purchases. We have already seen that in 1614 he was not able to buy out immediately the tenants of some of the South properties. In June, 1615, he was forced to raise a loan from a certain Charles Cox of the Middle Temple. In October of the same year and in February of the next, arrangements were made for the assignment to his father-in-law of the unexpired portions of certain leases in West Amesbury in return for a loan.² But Worsley died before April, 1620, so that source ran dry; and Newdyk was forced to turn to other creditors including his brother-in-law Tito, to whom with others he seems to have been heavily in debt by May, 1620.³ Notwithstanding this state of affairs he continued to borrow, and in the same month obtained a further loan from Tito, whom he also persuaded to stand bound with him to his other creditors. As security for the loans he entered into a recognizance of statute staple with Tito in the sum of 1,800 *l.* This served both as a temporary protection for Tito and also as a pledge for an undertaking which Newdyk had given him to secure the loans still further by raising a mortgage.⁴

This arrangement may have lifted Newdyk out of his embarrassments for the time being. At any rate we find that he was able to pay off a part of his debt to Charles Cox in the following November. There is also an extraordinary story that in the same year he rejected an offer by the Duke of Buckingham for the purchase of Stonehenge. The Duke, it is said, came to Amesbury in the course of an archaeological perambulation, and vainly offered the lord of the manor "any rate" for the circles.⁵ If in an access of imagined affluence Newdyk really threw such an opportunity away he must have lived to regret his improvidence bitterly.

Any improvement in Newdyk's circumstances in the autumn of 1620 can only have been temporary. He went on piling one loan upon another until his debt to Tito almost equalled the full sum of the statute staple of May. This alarmed Tito, and, since he found in addition that he was being called upon to pay some of Newdyk's debts in which he was jointly bound, he decided to "execute" the "statute" by distraining upon his brother-in-law's lands and chattels in West Amesbury. The property was accordingly "extended" by the sheriff of Wiltshire and delivered to Tito on the 22nd June, 1621. Tito, however, did not remain long in occupation, preferring (for reasons of his own) to forgo any advantage so derivable, and instead to enter into a new form of security

¹ 168.

² 170 (Cox); 164 and 166 (assignments to Worsley); 178 (p. 114) (Worsley's loan).

³ For Worsley's death see 178 (p. 115).

⁴ For the state of Newdyk's finances see P.R.O. Chancery Proceedings, Series 11 (C3), Bundle 384, No. 7. The recognizance is entered in P.R.O. Lord Chamberlain's Department, Entry Books of Recognizances (L.C.4), f. 199 a.

⁵ *W.A.M.*, Vol. XVI, p. 237.

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with Newdyk. In return Newdyk was to release him from his engagements to the other creditors.¹

Newdyk accepted this plan. He also sought to raise the sum of 1,200 *l.* in ready money by leasing West Amesbury manor for sixty years to Mary Short, a widow living in Crutched Friars. He agreed to pay off the principal (with interest) at the rate of 150 *l.* a year during the currency of the first twenty-one years of the lease. At the same time he entered into a statute staple with her in 2,000 *l.*² The interest in the manor which Tito had acquired by the writ of execution was assigned on the 23rd November to some friends of Mary Short's—presumably the Owfelds mentioned in the Calendar—who in turn sold it to William Borman, Newdyk's brother-in-law and his nominee.³ Borman, however, was to lose the interest if Newdyk failed to pay the stipulated rent to Mary Short. These transactions account for the intermingling of Mary Short's affairs with Tito's. Newdyk also entered into a new statute staple recognizance in 1,200 *l.* as security for all the sums of money still due to Tito, and charged his lands therewith so far as they were not already encumbered.

No sooner was all this arranged than Newdyk asked Tito for another loan. The security this time was to be a grant of the reversion of West Amesbury manor after Mary Short's interest had expired. Tito advanced a further sum. He also entered into bonds with three of Newdyk's creditors, Newdyk for his part undertaking to discharge his debts to them by the 21st May, 1622—about six months from the date of the bonds. On the 29th November Newdyk granted Tito the promised reversion of the manor and other lands in West Amesbury and Tito on the same day undertook to stand seised of the manor to Newdyk's use until the debts to the three creditors had been discharged. This arrangement had the effect of vesting in Newdyk the equitable estate in the manor for the interim period of six months. In addition Newdyk entered into another statute staple with Tito.⁴

It is plain that by this time Newdyk was completely entangled in a web of securities and counter-securities and was powerless to meet his obligations. But, reckless though he may have been, it is not certain that blame attached to him alone. According to his own account, Mary Short failed to pay him the 1,200 *l.* she had promised, and it was no doubt in the hope of recovering that sum that he started proceedings in Chancery in 1622. He put in further petitions in the following year and even in 1626 orders were still being made in the suit Newdyk against Short.⁵

¹ For the general narrative see C3/384/7. The "statute" was certified into Chancery on 14 May, 1621 (P.R.O. Chancery, Crown Office, Miscellaneous Books (C193), Vol. 41). The extent was taken on 31 May. With the writ of livery it is preserved in P.R.O. Chancery, Certificates and Recognizances of Statute Staple (C152), Bundle 48.

² The lease to Mary Short (20 Nov.) is referred to in 171. The "statute" is 172.

³ 171.

⁴ A leading source for Newdyk's relations with Tito after Nov., 1621, is Tito's bill in Chancery of 5 June, 1624 (P.R.O. Chancery Proceedings, Series I (C2), Jas. I, Bundle T13, No. 71). The conveyance of 29 Nov. is 173, the covenant to stand seised 174 and the "statute" 175.

⁵ For Mary Short's alleged failure to pay the principal see 176 and 177. For petitions by Newdyk and his mother and the answers thereto (1622 and 1623) see Chancery Proceedings, Series II (C3), Bundle 369, Nos. 2, 68 and 69.

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The creditors rejoined by suing Newdyk. Tito started proceedings in Chancery in Trinity Term 1622, and in the following Michaelmas Term joined with Mary Short to bring an action in the Star Chamber. The first of these suits does not seem to have been prosecuted far. The second, however, lasted some time. At least Newdyk said that in Trinity Term, 1624, it was still undetermined. A number of examinations in the cause were taken in 1623 and at least one of the documents in the Calendar was exhibited in court.¹ In addition to this Star Chamber suit, Mary Short brought an action of her own in Chancery. A copy of her replication in it, together with a copy of Newdyk's rejoinder thereto and of an interim order made by the Lord Chancellor, has survived in the Antrobus collection. Tito brought a second Chancery suit in 1624 and Borman, acting on behalf of young Thomas Worsley, Newdyk's nephew, prosecuted the uncle in the Court of Wards.² All these actions were in some way connected with the recovery of Newdyk's debts, the validity of the securities he had offered or the discharge of their obligations by his creditors.

It must not be imagined that the preceding paragraphs completely summarize Newdyk's connexion with Amesbury. To compile a full narrative would be a labour out of all proportion to its value to the user of this Calendar. It would, moreover, carry us well beyond the limits of our period and would involve a critical scrutiny of the allegations of numerous suitors and deponents in a bewildering network of suits. What has been written has had a narrower purpose : to account for the presence in this collection of a particular set of documents. These are **46, 111, 160, 165, 166, 168** and **170-178**. All of them relate to Newdyk and his family and most of them bear closely upon Newdyk's own unhappy experiences with lawyers and money-lenders. It must be left to some future student to enquire minutely into the tragic history of this lord of West Amesbury, whose imprudence drove him from his freehold, landed him in prison³ and in the end forced him to sell his property. Such an enquiry would have more than a local interest and utility ; for it would illustrate the ambitions of the lesser gentry in that age of small estates, would shed light upon the evolution of credit and furnish an exacting exercise in the interpretation of documents.

The Haywards and West Amesbury

In or about 1628 the West Amesbury manors passed to Sir Lawrence Washington of Garsdon, a somewhat distant connexion of the

¹ For Tito's bill of 1622 see Chancery Proceedings, Series II (C3), Bundle 384, No. 7. For the Star Chamber depositions see Star Chamber Proceedings, Jas. I (Sta. Cha. 8), Bundle 276, No. 18. For Newdyk's statement about the duration of the suit see the answer attached to Chancery Proceedings, Series I (C2), Jas. I, Bundle T13, No. 71. No. **174** was exhibited in the Star Chamber. The numbers endorsed on other Newdyk documents (e.g. **171-173**) suggest that they also formed part of a parcel of exhibits.

² **176** and **177** (Short v. Newdyk) ; Chancery Proceedings, Series I (C2), Jas. I, Bundle T13, No. 71 (Tito's second suit) ; **178** (Borman's suit).

³ See **176**.

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Washingtons of Sulgrave.¹ For a considerable period, certainly until 1671, the Washingtons held it. It then went to a Thomas Hayward who may have been in occupation by 1679.² This gentleman was an acquaintance of the learned Dr. Stukeley, who sketched his portrait into his own copy of *Stonehenge and Abury*. Thomas Hayward's son, Philip, rector of Ham near Hungerford from 1719 to 1744, inherited the manor from his father. Stukeley knew the son likewise, and inscribed one of the pages of the same book with the following words :

The precise spot of ground where Stonehenge stands is in the lordship of West or Little Amesbury the possession of the Rev. Mr. Hayward who may at present be called the Archdruid of the Island.³

In 1734 Philip Hayward sold West Amesbury manor to the Duke of Queensberry under the name of the manor or reputed manor of Dawbeney and Souths. The particulars of sale are preserved in our collection, and a letter which also survives there fixes the date of the contract as the 17th September and shows that some at any rate of the title deeds of the manor were then in the hands of Sir John Lade, Bt., a wealthy Southwark brewer, to whom the lands appear to have been mortgaged.⁴

The survival of this holograph letter to Lade is a stroke of good fortune ; for many of the deeds in our collection are endorsed in the hand in which it is written. This proves them to have been Hayward deeds, which were passed on to Queensberry with the muniments of Dawbeney and Souths—some of which are similarly endorsed. All the Hayward endorsements have been distinguished in the Calendar by the addition of the word "*Hayward*" in parentheses.

The following deeds, none of which has been referred to in the preceding description of the descent of Dawbeney and Souths, bear the Hayward endorsement : **1, 3, 4, 6, 7, 8, 12, 14, 24, 25, 28, 32, 34, 35, 37, 40, 42, 56, 59, 83, 107** and **126**. To these we may probably add **19**, which is tied to **4** ; **108** and **109**, Beckington deeds, which are so closely akin to **107** that one may conclude that they descended with them ; and **26, 29-31, 39** and **41**, which are all Madington deeds and as such seem to go with **28, 34, 35** and **42**. No. **43** is a grant by Idonia Madington to John Crouchston (John Madington's brother-in-law) and John Hobbes. Perhaps there is an affinity between this conveyance and the group of Madington deeds mentioned above. No. **27** is a grant to the same Crouchston and a William Tanner, and since it is

¹ A Chancery decree in *Newdyk v. Short and Tito* (10 July, 1628), of which there is a copy in the Antrobus Deeds, states that the Newdyks had then sold their interest to Washington.

² On 10 April, 1671, Lawrence Washington esquire made a lease of lands in Amesbury. On the 24 March, 1679, Thomas Hayward made a like lease. Both documents are among the Antrobus Deeds.

³ For the Haywards' connexion with Stukeley, see *W.A.M.*, Vol. XIV, pp. 228, 229, and Vol. XVI, pp. 236, 237. For a brief account of Philip Hayward see Foster's *Alumni Oxonienses*.

⁴ The particulars are copied into an elaborate 18th century survey of the Duke's property which is in the Antrobus collection.

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tied to **26** and **29** there is some presumption that it is a Madington deed likewise. No. **23** concerns the Baker family to which Idonia Madington belonged. It may (with less certainty) be added to the same group.

With **40**, **56** and **59** we may venture to associate **60**, the effect of which is to restore to John Dyble on a life tenancy the premises which he had granted in fee to two feoffees in **59**. The other two plainly belonged to the Dyble family. We may therefore have here another little group. To **12** we may attach **11**, **13** and **15**; the first concerns the Curtis family, and the other three are all grants to Henry Curtis. No. **38** is the counterpart of **37**.

If these assimilations are accepted, we are to conclude that **11**, **13**, **15**, **19**, **23**, **26**, **27**, **29-31**, **39**, **41**, **43**, **60**, **108** and **109**, though not bearing Hayward's handwriting, were as much his as the twenty-three documents enumerated in the last paragraph but one. There is nothing, however, to tell us why he should have possessed any of them. The Madington deeds may indeed have descended by inheritance to the Hobbeses and thence to the Souths. The first two families were connected by marriage. The Beckington deeds (**107-109**) may have come into the collection through the purchase of Beckington lands by Washingtons or Haywards well after the end of our period.¹ If such a purchase occurred, **73** may have been handed over at the same time. It is clearly a Beckington document, as are **139**, **145**, **179**. But we must be cautious in our surmises. Amesbury was a small community; most of its members were related to one another by marriage; most of its families lasted for many generations. In such circumstances it would be rash indeed to divide our deeds of doubtful provenance into groups bearing the names of their respective grantees and assume that each of these groups formed the title to a distinctive estate. There were Beckingtons in Amesbury in Edward IV's time and in Charles II's, but this does not mean that they were all lineally descended or that their property was transmitted in an unbroken parcel from one age to the next.

When and why did Hayward inscribe his deeds? On **14**, a deed of 1323, are the words: "388 years ago." If Hayward read the date of this deed correctly and was capable of simple subtraction, he must have written this inscription in 1711. He had then just taken his B.A. degree and his father was still alive. If the other endorsements are contemporary with this, the attractive possibility that they indicate an examination of the muniments immediately prior to the sale of 1734 must be ruled out. One might then argue that Hayward's examination had an antiquarian rather than a practical aim. On general grounds, however, this is the less likely conclusion, and there are few special reasons to support it. It is true that Hayward made efforts to interpret some of the old-fashioned legal terms that he encountered² and took peculiar care to note the existence of ancient fishing rights.³ But there is no need at all to assume

¹ A Gilbert Beckington occupied a house in West Amesbury in 1654 (Bargain and sale, 1 Nov., 1662, between Anna Tilsley, Gilbert Beckington and John Alford in the Antrobus collection).

² e.g. the inscription on **96**.

³ **52**, endorsement (i); **97**, endorsement (ii); **100**; **129**.

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that the object of this was purely academic. Indeed the expression " an old indenture of no use ", which occurs in one deed,¹ by no means suggests the genuine antiquary, while the inaccurate transcriptions of many names shows an ignorance of court hand to which an antiquary would be ashamed to admit. Perhaps the truth is that the deeds were examined and abstracted as a matter of business, but that a measure of antiquarian curiosity was aroused in the process.

Deeds of Unknown Provenance

Unfortunately we are still left with a residue of deeds about whose provenance we are quite ignorant. Most of these indeed relate to Amesbury and are sufficiently similar to those which have already been examined to render their presence here in no way remarkable. These are : **9, 16, 18, 20, 22, 62, 68, 71, 72, 82** and **89-91**. Nos. **62** and **68** are grants from Robert Saucer. Others seem to have slipped into the collection purely by accident. A very early deed, relating to an unidentified place called " Hetfeld ", is one of them.² A fine of 1330, levied upon lands in Longford and Britford, looks as though it had been used as a wrapper.³ No. **63** seems to belong to the estate records of the Hearst family, the nature of whose connexion with Amesbury has not at present been ascertained. No. **106** is a late sixteenth century conveyance of lands in Newton Tony. It belonged to Philip Poore, who subsequently acquired a lease of the site of Amesbury priory. Perhaps when he surrendered the lease, as we know he did not long after it was granted to him, this earlier bargain was carelessly handed over with it.

Amongst the virtually unassignable deeds **61**, a quitclaim of lands in Maidstone, deserves a special mention. Its only affinity with its neighbours lies in its endorsements, which is written in a hand (distinguished in the Calendar as " B ") which occurs on nineteen other deeds. All these nineteen relate to West Amesbury or to the lords of its manors, none of them to the property of the Seymours. " B's " hand is found on the same documents as Hayward's, but the instances are rare.⁴ No doubt " B " was a lawyer who had charge of some set of Amesbury title-deeds and who in a thoughtless moment placed a document belonging to a Maidstone client into a Wiltshire bundle.

It may here be added that upon the dorse of two of the deeds surmised to have been Hayward's the hand of yet a third writer appears. He has been distinguished as " A ". His identity is as elusive as " B's ", beside whom he once appears.⁵ Like Hayward he read court hand very indifferently.⁶

¹ **163**.

² **2**.

³ **17**.

⁴ **96-99 ; 129 ; 173**.

⁵ **5**.

⁶ **58**, endorsement (i).

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Custody of the Deeds by the Queenberrys

When the Duke of Queensberry took over the Amesbury property his agents entered in a large register particulars of the leases and purchase deeds made in his name, and also of those made by his predecessors which had not then expired. As is to be expected, few deeds earlier in date than 1625 are mentioned in this register, and, of those that are, only two (**125** and **167**) appear to have survived in original. The original deeds, or such of them at least as were deemed to possess a lasting significance, were evidently done up in bundles, each bundle being lettered and each deed being given a sub-number within its bundle. The label of the bundle in which **125** and **167** were kept has been preserved. It is inscribed: "Leases in Amesbury from No. 1 to No. 36 inclusive. Bundle A." The numeration in the register corresponds with that in the bundles.¹ A considerable number of the Seymour deeds have been endorsed with brief and accurate summaries of their contents in an unknown hand, distinguished in this Calendar as "C". This was presumably done just before or just after the purchase of the Seymour estates.

PART II

Amesbury Demesnes Under the Seymours

We have now determined, as well as may be, the reasons why the hundred and eighty documents in the Calendar lie together in the same collection. In so doing we have traced the descent of the four manors of which most of them formed the title deeds. We may next devote a little space to one or two other matters which the documents illuminate. First, what have they to say about the management of the Seymour demesnes in Amesbury?

In the Protector Somerset's time the Seymour property was administered centrally from Longleat, where lived Sir John Thynne, the Duke's chief agent. At Longleat² the papers created in the course of Thynne's administration still remain. They include a schedule of the Duke's property and some of his accounts and household books.³ Perhaps the original grants of the two Amesbury manors are also to be found there; they are not in the Antrobus collection.

The Calendar tells us only one thing about the Amesbury property during the Protector's day. This is that the Duke while Earl of Hertford (and therefore between 1537 and 1547) leased the site, house and demesnes of Amesbury priory to John Berwick, presumably for life. Berwick,

¹ Both the register and the label are in the Antrobus collection.

² *W.A.M.*, Vol. XV, p. 149.

³ *Hist. MSS. Comm.*, 3rd Report, p. 199.

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who lived at Easton and later at Wilcot, was one of Hertford's servants, and into his keeping the whole of the buildings of the priory had been committed at the Dissolution.¹ With the site and demesnes went a number of rights and privileges of the former prioress, including a daily supply of fuel from Chute Forest and Groveley and Bentley Woods, fisheries in the Avon, several meadows and pastures, and a fair called St. John's Fair. In fact the lease comprised everything that Hertford had got at the Dissolution and a little more. Berwick no doubt lived in the prioress's lodging which had been expressly spared the demolition to which the other conventual buildings were subjected.² The lease which the Protector had made was surrendered in 1560, shortly after the second Earl's succession to the property, and a new one was granted to John and Dorothy Berwick and Christian their daughter. After Berwick's death Dorothy surrendered her interest to Richard Mody of Oxford, who had evidently become her son-in-law. It is not known when this surrender took place, but certainly before 1590; for in that year Mody leased the priory site and demesnes, with most of their appurtenances, to Philip Poore of Durrington, for forty-one years.³

The next thing that we can be sure of is that before February, 1606, Sir Alexander Tutt of Oxenwood and Edmund Pyke of Marten, two members of Hertford's *entourage*, acquired Philip Poore's interest and assigned it to Henry Smyth, the elder, of Amesbury. The priory site, the dwelling house built upon the priory demesnes, the gatehouse near the "George" inn and some outbuildings belonging to it were, however, reserved to Hertford's use. At the same time the Earl himself leased to the same tenant, his wife and sons, Amesbury Priory farm and St. John's Fair. The former seems previously to have been in William Allen's tenancy. The priory site and dwelling house upon it were again reserved and the user of some pastures formerly belonging to the priory was restricted. In December, 1606, Henry Smyth surrendered his interest in the premises leased to him and the Priory farm and fair were leased to William Allen for three lives.⁴

The complicated transactions of 1606 can only be accounted for by a desire on Lord Hertford's part to oust the sitting tenants. Those tenants, however, had a covenanted title and could not be dispossessed without some compensation. To dispossess and compensate them at the same time it was necessary to indulge in a little jugglery, to understand which we must look backward.

The "George" inn at Amesbury had been burnt shortly before 1560. Probably a substantial part of the village had been destroyed in one of those village fires which in the past so often devastated the thatched-roofed and mud-walled settlements on the Plain; for there is evidence

¹ *Wiltshire Notes and Queries*, Vol. III, pp. III, 293, 295.

² The particulars of the original grant are printed, from an unrevealed source, in *W.A.M.*, Vol. X, pp. 69, 70. The fair is not mentioned in them. For the demolition see *Wiltshire Notes and Queries*, Vol. III, pp. 293-8.

³ 100 (1560); 124 (1590).

⁴ 133 (Tutt's and Pyke's assignment); 134 (Hertford's lease); 137 (Smyth's surrender).

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that a water-mill in Amesbury was burnt about the same time. Philip Poore, the father of the lessee of the Priory site, had rebuilt the inn at his own costs, and in 1560 he and his son got a lease of it for life in survivorship on what must be accounted very favourable terms. With the inn went a close called Paradise. It is not known how the inn and the close passed out of the younger Poore's hands, but since we have no knowledge of any surrender it was perhaps by death. In 1600 the inn with some other property was leased to William Allen for twenty years. Allen was allowed under the terms of the lease to alienate the property to Sir Alexander Tutt and he evidently made a partial conveyance of it to him. In 1606 he and Tutt surrendered the lease of 1600 to Hertford on the understanding that the latter would make him a new lease of the inn together with a lease of Amesbury Priory farm which he had formerly occupied. Such a lease (for three lives) was duly made shortly afterwards. This, however, involved the dispossession of the Smyth family from a part of their leasehold and the award of compensation to them. By the lease of 1600 Allen had also secured the demesne lands of Amesbury Earls manor, and these the Smyths acquired in 1608 in exchange for the Priory lands and the not inconsiderable sum of 1,600 *l.* Thus in order to take the site of the priory into his hands it was necessary for Hertford to perform the following acts: (a) cancel Allen's lease of the "George" and of the Amesbury Earls demesnes made in 1600; (b) make Allen a new lease of the "George" for a much longer term; (c) lease the Priory farm and St. John's Fair to Allen; (d) transfer the Amesbury Earls demesnes from Allen to the Smyths; (e) pay the Smyths 1,600 *l.* To such tortuous expedients as these were landlords advised by their lawyers to resort under the old law.¹

Why did Lord Hertford put himself to so much trouble to repossess the priory site? We may plausibly conjecture that it was because he wished to provide himself with a seemly mansion in his downland village. During the first sixty years of his life he does not seem to have lived in Amesbury, though he occasionally visited it.² His headquarters were then further to the north—in the ancestral home at Wolfhall, in Easton or at Tottenham Lodge.³ By 1607, however, it was being assumed that he would spend a part of his time in Amesbury.⁴ He began indeed to date his correspondence from there, and the Bishop of Salisbury preached before him in the parish church.⁵ This change in Hertford's habits coincides with the undertaking of new works at Amesbury. Deeds executed in 1606 and 1607 imply that a house on the priory site and a gatehouse near the "George" had been then recently erected, and lodges standing in the park are dated 1600 (? *recte* 1606) and 1607.⁶ Moreover,

¹ **103** (destruction of mill); **104** (1560); **128** (1600); **135** (surrender of 1606); **138** (lease of 1606-7); **141** (1608).

² *Wiltshire Notes and Queries*, Vol. III, p. 357.

³ *W.A.M.*, Vol. XV, pp. 156, 157.

⁴ **138** (p. 82).

⁵ *Wiltshire Notes and Queries*, Vol. III, p. 359.

⁶ *ib.*, pp. 357, 358 (lodges); **133**, **134**, **138** (house and gatehouse).

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friends; others again experienced lawyers in the metropolis. Amongst the Earl's friends are to be numbered the Tutts, who lived at Oxenwood in Great Bedwyn parish, not far from the Earl's headquarters in Savernake, and latterly at Idmiston. Perhaps they transferred themselves southward as Hertford began to take a greater interest in his Amesbury estates. John Tutt who was described in 1578 as receiver of the Earl's rents and maker of his woodsales—offices which he had exercised for seven years past—was several times called upon to attest the Earl's conveyances. In 1578 he was himself jointly enfeoffed in Amesbury Earls manor and other lands, and thus doubtless helped to achieve some settlement, the full details of which are not to hand.¹ Alexander Tutt, presumably his son, was, as has been shown, used by Hertford to effect the restoration of the priory demesnes from Allen the innkeeper to the hands of their owner. He acted somewhat similarly in 1602 as a party to a family settlement. In 1598 he was busy surveying his Lordship's works in Savernake forest, negotiating the sale of underwood at Urchfont and presenting a clerk to the living of Hatch Beauchamp. In 1600 he participated on his master's behalf in the apportionment of the All Cannings tithe. No doubt these services to a great nobleman helped to raise him in the world of politics. At least we know that he was M.P. for Salisbury in the Parliament of 1603-4, was knighted shortly afterwards, was sheriff of the county 1604, and was a commissioner for collecting a subsidy in 1611.²

Similarly employed in family settlements and collusive actions at law was Edmund Pyke of Marten, who first appears as a confidential adviser in 1593. He was engaged amongst other matters in negotiating for the grant of a market in Amesbury, in which connexion he wrote a somewhat reproving letter to one of his patron's lawyers.³ Amongst other officers mentioned are Richard Twitchener, Hertford's surveyor-general in Amesbury in 1560, and John Kent, his steward in 1613.⁴

Besides these friends and officials we know the names of the Earl's gentlemen servants in 1578. There are also interesting references to his servants of lower station. Henry Alexander, his gardener, is mentioned in 1614. Two years before this, six leases were granted on the same day to persons who were obviously of his retinue. Two of these are described as grooms and one as a shepherd. Each received a parcel of land out of the priory demesnes at a low rent but often at a substantial fine, and each was pledged in return to continue in his master's service. The "tied cottage" is no recent invention. More than this, they were to follow him to the wars if need required.⁵

¹ *W.A.M.*, Vol. III, p. 217 (connexion with Idmiston); **114** (feoffment of 1578).

² G. S. and E. A. Fry (eds.): *Abstracts of Wiltshire Inquisitions Post Mortem* [temp Chas. I] (*W.A.S. and Brit. Record Soc.*) (1901), p. 22 (1602); *Hist. MSS. Comm., Somerset, Ailesbury and Puleston MSS.*, pp. 153, 154 (Hatch); P.R.O. Chancery, Decree Rolls (C78), No. 103, Enrolment No. 12 (All Cannings); *W.A.M.*, Vol. III, p. 215 (M.P.); W. A. Shaw (ed.): *Book of Knights*, Vol. II, p. 131; *P.R.O. List of Sheriffs*, p. 154; P.R.O. Exchequer, King's Remembrancer's Department, Subsidies (E179), Bundle 199, No. 370.

³ *Hist. MSS. Comm., Somerset, Ailesbury and Puleston MSS.*, pp. 153, 155.

⁴ **102** (Twitchener); **154** (Kent).

⁵ **114** (gentlemen servants); **158** (Alexander); **146-152** (leases of 1612).

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Some among the feoffees and witnesses named in Hertford's muniments were the Earl's legal advisers. Of these the most notable were Nicholas Hyde and Richard Wheler. The former, a man of Wiltshire stock and uncle of the great Clarendon, became in due time Chief Justice of the King's Bench. In his earlier days, before he attained that eminence, he examined and attested several of the Earl's conveyances. Richard Wheler, of Lincoln's Inn, ultimately a bencher and the treasurer thereof, was consulted with an equal frequency, and participated in one of the Earl's common recoveries. Several letters addressed to him by the estate officers survive. Plainly the Earl did not lack the best expert counsel.¹

Fairs and Markets

In addition to their landed property in Amesbury the Seymours owned three fairs in the village. The Calendar tells us something about them.

Fairs on the 11th June and 13th December were granted to Lord Hertford by patent in 1614. These would have yielded him a substantial profit but one that would have been fluctuating and uncertain. To stabilize the income, therefore, he made a ninety-nine year lease of them to his servant John Kelly almost immediately after their establishment. This lease was renewed a few years later for a like term. The policy of letting these fairs to farm continued after the second Earl's death. Before 1675 they had fallen into the hands of Hugh Gauntlett, no doubt a member of the well-known firm of tobacco-pipe manufacturers, and were in that year leased for a ninety-nine year term to Elizabeth Gauntlett, Hugh's daughter.²

These June and December fairs have a late and easily ascertainable origin. There was, however, another fair in Amesbury of much greater antiquity. This was St. John's Fair which first comes to our notice when it was leased with the demesnes of the priory to John Berwick. It descended with the demesnes to Richard Mody, passed from him to Tutt and Pyke and thence to Henry Smyth. It then went in succession to William Allen the innkeeper and to John Kelly the lessee of the two patent fairs. Later it returned to Allen and finally fell to the Gauntletts with the other two fairs.³

It is a very reasonable assumption that St. John's Fair had been an appurtenance of the priory before the Dissolution. This is implicit in all that we know about the leases of the priory demesnes. Moreover, we know that the fair had originally been held within the confines of the priory site. Lord Hertford was trying to remove it thence in 1599, and

¹ Wheler's name has first been noticed in one of Lord Hertford's conveyances of 1587 (*W.A.M.*, Vol. XXXVI, p. 240). For his career as a lawyer see *Records . . . of Lincoln's Inn, Admissions*, Vol. I, and *Black Books*, Vol. II. Hyde's name does not occur in this connexion before 1612 (147).

² 180 (patent); 167 (lease to Kelly); lease of 8 Apr., 1675, to Elizabeth Gauntlett amongst the Antrobus Deeds.

³ See above, p. xxiv.

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succeeded in 1607.¹ No document, however, has yet been discovered which shows that the prioress and convent ever owned a fair of this name. How, then, are we to account for the origin of the fair?

In 1317 the priory had been granted a fair on the feast day of St. Melor and upon the two days preceding. The main feast of St. Melor, the patron of the monastery, fell on the 1st October, but the saint was also venerated on the 6th May. This day coincides with the feast of St. John before the Latin Gate. The Order of Fontevrault, to which Amesbury belonged, held the Evangelist in peculiar honour and those churches of the Order which were set aside for the brethren of the Order were dedicated to him. It therefore seems not at all unlikely that our St. John's Fair was held upon the 6th May and was the same as St. Melor's Fair which Edward II had granted to the nuns.²

This theory is strongly supported by much later evidence. In 1792 the June fair fell just eleven days after the summer fair of the patent of 1614. At that time, too, there was a fair on the 6th October and this is separated by exactly the same number of days from the Countess Court Fields fair which was granted in 1682 to be held on the 25th September. Such an alteration in dates is to be accounted for by the change in the calendar which took place in 1751. The Calendar Act of that year provided that fairs should continue to be held on their Old Style dates, and though this provision was amended in 1752, there is much evidence that the amendment was disregarded. The *vis inertiae* of rural habits was more powerful than Acts of Parliament. What of the May fair? In 1792 this fell on the seventeenth of the month. Translating this into Old Style we get the 6th May again.³

A Saturday market had been granted to the priory in 1317. Evidently this had lapsed by 1599, for Lord Hertford was trying at that time to secure the establishment of a market, and no reference to any other is then made. Eventually a Friday market was granted to him with the patent fairs. This was still being held in 1792.

Amesbury Topography

Of the various aspects of local topography which these deeds illuminate it must suffice to speak of two. First there are many references in the Calendar to Amesbury's prehistoric monuments. Stonehenge, which has made the village famous throughout the world, is indeed named only once. This is in a document of 1379, and since we know that the circle was called by its modern name as early as the twelfth century,

¹ 138 (p. 81). For the efforts of 1599, see *Hist. MSS. Comm., Somerset, Ailesbury and Puleston MSS.*, p. 155.

² *Calendar of Charter Rolls*, Vol. III, p. 333 (grant of 1317); G. H. Doble: *Saint Melor* (Long Compton, 1927), p. 28 (feasts of St. Melor); *Downside Review*, Jan., 1942, p. 36 (veneration of St. John).

³ *First Report of the Royal Commission on Market Rights and Tolls* (Sess. Papers, H. of C., 1888 (C5550), liii, p. 213) (fairs and market of 1792); *Calendar of State Papers, Domestic*, 1682, p. 596 (grant of 1682); R. W. Muncey: *Our Old English Fairs* [1935], p. 17 (perpetuation of Old Style dates).

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the new reference hardly adds to our knowledge. More interesting are the references to the Seven Barrows (1428, 1502 and 1621), to the Great Barrow or Great Barrow Field (1502 and 1621), to Half Barrow Field (1538 and 1621), to Hawbarrow field, furlong or acre (1502 and 1588) and to "Handbarrow" (1502). The Seven Barrows still survive under that name. The others do not appear to do so. Archaeologists, however, who have been taught by practitioners of their own craft that ancient field and other local names can often help them in their work, may care to try to identify them.¹

Thirdly there are references, which begin in 1397, to the walls, both great and little, to walls in the absolute, and to Wall Gate² and Wall Ditch. The walls were plainly earthworks, but it must be left to the pre-historian to pronounce which (if any) of the surviving enclosures the phrases denote. The expert has his choice between the Stonehenge Avenues, Vespasian's Camp, the Cursus and the little Cursus, all in Amesbury parish, Ogbury Camp and Durrington Walls, just outside it, or some vanished monument. In reaching his conclusions he must not overlook the possibility that the "great" and the "little" walls may have formed part of the same earthwork, traversed or bounded by the Wall Ditch and intersected by the Wall Gate. Within the enclosures cultivation evidently went on. In the early sixteenth century a half acre "lying in the medyll of the grete walles" is alluded to, and in the seventeenth we find plots of 8½ and 4½ acres within the Great and Little Walls respectively. That the walls were lofty enough to interfere with the orderly arrangement of strip cultivation is shown by the fact that in 1502 Whyte acre "shot" east and west up to the walls.³

The Calendar also contains a few interesting references to the buildings and precinct of the dissolved priory. Enough remained of the priory church in 1560 to make it worth while to reserve Hertford's right to quarry it; though in general those parts of the convent which in 1539-40 had been scheduled for destruction were by 1560 in "great ruin and decay". Some of the kitchens, laundries, brewhouses and similar outbuildings mentioned in the early seventeenth century leases of the priory site may have survived from the days of the priory. If so, they were probably part of the prioress's former lodging. Finally the names of certain closes or pastures in the village recall the nunnery. The Fryoren Garden had doubtless belonged to the male religious of the convent—a community which is not mentioned after 1401 in any records that have yet been noticed; and the Priory or Abbey Garden or Green was so known as late as 1617.⁴

¹ *The Place Names of Wiltshire* (Cambridge, 1939), p. 360 (Stonehenge); **45** (1428); **78** (1502); **88** (1538); **123** (1588); **173** (1621). For the importance of field-names to the archaeologist, see L. V. Grinsell: *Ancient Burial Mounds of England* (1936), p. 63.

² Whether this was a road or an aperture is not certain.

³ **37** (1379); **71**, **78**, **173**.

⁴ **100** (Fryoran Garden); **133**, **134**, **138** (outbuildings); **167** (Priory Garden); *W.A.M.*, Vol. XXXI, pp. 15, 26 (prioress's lodging and conventual church); *Downside Review*, Jan., 1942, p. 49 (disappearance of the brethren), p. 55 (conventual church). It now seems clearly established that the present parish church of Amesbury was the church of the brethren alone and not the main church of the convent.

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PART III

The Editing of Conveyancing Instruments

There is no book on the editing of conveyances nor even on their development and classification. An editor of a collection of deeds (and in every such collection conveyances will preponderate) has therefore to rely upon two imperfect types of authority for his guidance. These are, first, the manuals and formularies of practising conveyancers, and secondly the general histories of the land law. The former are, naturally enough, not concerned with the origin or evolution of the instruments they quote or describe; they are aids to daily practice. For the latter the instruments by which legal processes were achieved are of less significance than the processes themselves. They therefore say little about the instruments, and what they do say largely comes from the conveyancers' handbooks.

These handbooks are subject to another limitation besides the one expressed. Neither manuals nor formularies are to be found in printed form until the close of the fifteenth and sixteenth centuries respectively. A mass of conveyances, however, survives from a much earlier period. Many of these are found to correspond with types of document figuring in the commentaries and formularies. The legal historian, noting this correspondence, is tempted to conclude that the later commentary can be used to explain the earlier conveyance. This may sometimes be the case. If, however, he uses the commentaries without discrimination, he commits the error of forcing the usages of the thirteenth and fourteenth centuries into a Tudor or Stuart mould.

The unsatisfactory situation in which an editor now finds himself will only be improved when some of the surviving medieval formularies have been published and critically edited. Formularies of later date already in print will then have to be subjected to the same critical study. Finally the formularies will have to be compared with the texts of genuine conveyances. It may then be possible to lay down some scientific principles. Meanwhile each editor has to adopt an empirical scheme of his own.

The central problem for the editor is to decide how to describe the documents before him. The best precept that has yet been enunciated is that the description should follow "the actual words used to define the transaction".¹ By this is meant that the editor should choose that word in a conveyance which in his judgment has the most significance and name the document after it. Thus if he sees the words *quietum clamavimus* he calls the document a quitclaim. On the face of it this rule is simple and attractive. In practice, however, it is difficult to apply it consistently.

¹ S. C. Ratcliff: *The Cataloguing of Deeds in British Records Association Leaflets*, No. 2, p. 5.

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In the first place instruments with apparently the same effects contain different words of disposition. According to the text-books the distinctive word of disposition in an instrument which conveys an estate for life or years should be *dimisit*, and the instrument itself should be called a "lease". *Dimisit* (or some inflexion of the verb *dimittere*) is indeed commonly present in such documents. We find, however, other documents of the same or later dates, by which a precisely similar estate is conveyed, which use the words *dedimus, concessimus et hac presenti carta nostra confirmavimus*—"we have given, granted and by this our present charter have confirmed." Nos. **26**, **33** and **60** are examples. Under the rule enunciated these three deeds should be called "gifts" or "grants", but by custom and theory those words are reserved for the conveyance of an estate in fee and it seems inconvenient to use either of them for a mere conveyance for life. Conversely we find examples of gifts where the word *dare* is absent (**46**).¹

There is another objection to our rule. It is not always easy to decide which of several words of disposition is the most significant and therefore the one that most accurately describes the transaction. This is sufficiently illustrated by two deeds in this Calendar (**120**, **121**) both dated 1584. Each of these contains an inflexion of the verbs *barganizare* and *vendere*. The former, however, also contains an inflexion of *feoffare* and *confirmare* and the latter of *dare, concedere* and *confirmare*. Are these deeds to be called "bargains and sales" or "gifts"? To all outward appearance they are gifts and, not without hesitation, have been so classified here. In support of that choice it may be remarked that Madox has called a Latin deed of 1409, which contains the verb *vendere*, a feoffment in fee.² On the other hand he has called a Latin deed of 1543, very similar to our two examples, a bargain and sale in fee simple.³

The objections to the rule under examination might well tend to the conclusion that the editor ought, if he can, to determine in each case what was the real effect of the instrument before him and give it a name descriptive of that effect, be the words of disposition what they may. But such a practice is likewise open to objection. In the first place it interposes between the reader and his material too large a measure of editorial judgment. The editor's function is not to save the reader the trouble of interpreting the documents; he is to reproduce those documents literally, provided that in so doing he does not make them unintelligible. Secondly, in exposing the hidden meaning and purpose of a document he may wholly conceal its form.

The second of these objections is worth illustrating. No. **96** could have been described as an "exchange"; for such it is. Had it been given that name, however, it would still have been desirable to add words to show by what formal type of instrument the exchange was effected. This particular exchange happened to operate by means of a "gift", but the transaction would no doubt have been equally valid if a "bargain

¹ Cf. T. Madox: *Formulare Anglicanum*, Nos. 346, 347.

² *ib.*, No. 341.

³ *ib.*, No. 490.

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and sale" had been used.¹ Again it would have been permissible to call **173** a "mortgage". That is what Hayward called it and such from our acquaintance with the circumstances we know it to have been. Yet in form it is a "bargain and sale", and, if we call it a "mortgage" instead, we shall disappoint the student of forms. The ordinary reader on the other hand will not necessarily appreciate the nature of the transaction from the description which has been given to it.

The difficulty of devising a consistent and logical descriptive system is specially acute in a collection of this sort where the documents range in date over a long period of time. Between the thirteenth and the seventeenth centuries development took place in the phraseology of even the most ancient and primitive instruments. A Calendar such as this, however, gives the impression that documents of the same type but of different dates were drafted in the same terms. This is not always so, though the differences often appear to lack significance. There is a second difficulty which the lapse of time imposed. From the fifteenth century onwards new varieties of instrument appeared, some of which tended to oust their predecessors. These new instruments must be given their proper names. But it must not be supposed that the effects that they achieved were necessarily unattainable by means of the old instruments. A single example will illustrate this. When in 1546 Hugh Dawbeney married Joan Peny, Giles Dawbeney endowed the pair by means of a "gift" (**95**). When sixty years later the marriage of James Dawbeney to Elizabeth Peter called for a similar measure of parental benevolence a "marriage settlement" was used (**140**).

In preparing the present text it has seemed wise to follow in the main the rule first enunciated—to name the deed from the words used to define the transaction—with the exception that instruments that have the form or effect of "gifts", "grants" and "leases" are so named whatever words are used therein. Any dangers inherent in this exception have, it is hoped, been mitigated by supplying the original Latin either in the Appendix or in brackets after the English description. This practice has indeed also been adopted in certain other cases where the choice of a name seemed specially difficult.²

Analysis of Instruments

CONVEYANCING INSTRUMENTS. In the hope of making these deeds more useful to the layman some notes have been furnished on the main types of instrument represented in the Calendar. These notes, however, will hardly be understood without some knowledge of the land law both in the middle ages and later times. Most readers will possess this knowledge. Others may find it helpful to refer to the introduction to Vol. I of this series in which something is said about both estates and

¹ Madox: *op. cit.* No. 280, an exchange effected by bargain and sale.

² e.g. **120**, **121**.

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tenures.¹ It is not claimed, however, that those few paragraphs provide a sketch of the history of the land law even in the limited period with which they are concerned.

The same introduction speaks of the ancient and well-defined distinction between instruments which took effect (A) by the action of the parties and (B) from the judgment of a court. The earlier volume was exclusively concerned with a single category of documents of the latter type. This one deals mainly with those of the former. Type A requires further subdivision into the following classes :

- (i) instruments invented before the days of "uses" ;
- (ii) instruments invented after "uses" had become prevalent ;
- (iii) subsidiary instruments.

If we accept this classification, which is not wholly scientific, we may place in A (i) gifts, grants, quitclaims, surrenders, exchanges, partitions, leases for life, leases for years, assignments ; in A (ii) bargains and sale, covenants to stand seised, deeds declaring uses, marriage settlements ; in A (iii) letters of attorney ; and in B fines, recoveries, copies of court roll and perhaps also awards of arbitrators.

OTHER INSTRUMENTS. Several types of document in this Calendar do not fit into the foregoing analysis. One section of this residuum comprises instruments connected with the disposal of chattels. These are gifts of goods, bonds, and recognizances of statute staple and defeasances of those recognizances. Royal letters patent may be said to form a class of their own. The single example that we have is in substance a conveyancing instrument ; but it testifies to a prerogative act of the Sovereign, not to a negotiation between common persons. The rest of the residual documents defy classification. They are copies of proceedings in the prerogative courts, an extent, letters of confraternity, a pleader's brief, the draft of a lawyer's opinion and a pedigree.

Gifts

A gift or feoffment in fee (as in later times it was often called), was the means of conveying an immediate title to a corporeal hereditament in fee simple or fee simple conditional. Corporeal hereditaments included most types of tangible landed property—arable lands, pastures, woodland, houses. Estates in fee simple were those which a donor gave to a donee and his heirs without condition. Estates in fee simple conditional were given to a donee and some more restricted category of heirs or to one or more remaindermen. Gifts in fee simple conferred a free right of alienation, and though conditional gifts fettered that right to some extent they did not wholly bar it. All gifts therefore afforded a much coveted title.

In the earlier middle ages this instrument of conveyance was probably the commonest of all. Of the fifty-six deeds in this Calendar executed

¹ R. B. Pugh (ed.) : *Abstracts of Feet of Fines relating to Wiltshire . . . Edward I and Edward II* (Devizes, 1939).

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in or before 1450 thirty-three are gifts. They are simple in form. Drafted more commonly than not as deeds poll, i.e. unindented, they call the world to witness that A.B. has given and granted some piece of land in such a place to C.D. and that he hereby confirms the gift. Sometimes the lands conveyed are minutely described, the acreages being specified and the occupiers of surrounding tenements being named (**10**). Sometimes the donor vaguely refers to all the land which he has in a certain place (**25**).

The names of the parties, the description of the premises and any reservations imposed by the donor are followed by what was called the *habendum* clause, i.e. a statement about the persons by whom and from whom the lands conveyed were to be held. This was the place for setting out any limitations upon the succession that might be intended and any remainders. At this point, too, will be found a statement of the services due to the donor, to the chief lords of the fee, or to both. Before St. Andrew's Day, 1290, it was possible, indeed common, for the donor to require that the donee should do service to himself.¹ After that date the statute called *Quia Emptores* required that the service should be done to the chief lords. This prevented further subinfeudation and preserved to the chief lords their customary dues upon a succession.

The services due could be expressed in general terms or specifically. Before *Quia Emptores* specific services sometimes took the form of a rent to the donor. These were called rents service. Of such rents there are at least two examples in the Calendar. One of these (**5**) is a mere quit-rent, but the other (**1**) appears to be a consideration proportioned to the value of the land. The effect of *Quia Emptores*, however, was to make it impossible lawfully to reserve a rent service upon an estate in fee simple. After 1290, therefore, a donor who still hoped for some annual revenue from the lands given was obliged to require the donee to charge the land with its payments. Such rents were called rents charge. Except for two nominal rents of a rose (**7**, **10**) and a pair of gloves (**126**) there appear to be only two examples in this Calendar of rents charge. In 1452 Robert Saucer charged his land with 26s. 8d. and three loads of faggots during the lives in survivorship of the donor and the donor's wife (**57**). The way in which this charge is expressed, however, suggests that the arrangement was technically irregular. A deed of 1541 (**90**, **91**), which is our second example, uses what was probably a more correct formula. The infrequency of rents charge is perhaps partly to be explained by a feeling amongst conveyancers that any limitation upon an estate given in fee simple was illogical; a deed of gift ought patently to pass an unencumbered freehold.

A gift may also contain a clause of warranty and a clause appointing attorneys to deliver seisin—without which process the conveyance would have no effect. Finally there will be attestation and dating clauses.

Gifts, especially early ones, often express the consideration paid by the purchaser to the vendor. Of the eight deeds in this Calendar executed

¹ See the clause beginning *Faciendo* in the transcript of **2** on p. 120.

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in or before 1322 seven contain such a consideration, though one of these (**10**) merely speaks of an unspecified sum of money. Thereafter there are only three examples of the practice and two of these (**83, 95**) are not specific. It is interesting to find, however, that the last example (**160**) is found in a gift of so late a date as 1614. One would like to assume that such of these considerations as are specific denote the real value of the property passing. If that were so we might also be afforded some means of judging the area of the property as well. In the present state of our knowledge, however, it would be dangerous to make such an assumption. The sums may well have been nominal or wholly fictitious. Nor do we know what additional and unexpressed benefits a purchaser may have bestowed upon a vendor.

Livery of Seisin

In itself a deed of gift (and the same was true of a lease for life) was merely evidence of a donor's intention. It did not put the donee into actual possession. To achieve that object a ceremony known as "livery of seisin" had to be performed. The donor and donee had to go together to the land. The donor then and there solemnly put the donee into it. The process was often performed by deputy and special instruments called LETTERS OF ATTORNEY are found whereby specified persons are nominated to deliver seisin to a new tenant. The first of these in the present Calendar (**22**) is dated 1373 and there are two others, one of 1510 (**79**) and the other of 1541 (**89**). In the sixteenth century it became common to appoint attorneys for this purpose in a separate clause at the end of a conveyance. The earliest example of this practice to be found here is in a deed of 1502 (**77**). There are several others. From 1542 (**94**) a dated and attested memorandum that seisin has been duly delivered is often endorsed upon the conveyance. The memorandum upon Lord Hertford's gift to his gentleman servants in 1578 (**114**) is unusually specific, for it designates the exact parcel of ground which one of the attorneys delivered to one of the donees in token of the whole estate. Such token deliveries were of course the rule but we do not often hear about them in such detail.

Grants

Grants were the means of conveying incorporeal hereditaments, that is, various forms of intangible landed property—an easement, an advowson, a rent, an estate in expectancy. According to the theory that prevailed from the fourteenth century onwards such incorporeal things could not be made the object of livery of seisin. Since they had no substance there was nothing which a donor could deliver. They were therefore said to lie not in livery (as did corporeal hereditaments) but in grant. It followed that no ceremonies were required to give complete

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effect to this class of instrument. In other respects gifts and grants were indistinguishable.

The grants in the Calendar are but few. Two are of rents. At **3** a rent owed by the tenant of a certain house is granted by its proper recipient to another person in return for a quitrent. Such a rent was called a rent seck—a dry or barren rent—no doubt because the grantee, not being the lord of the land out of which the rent issued, could not reenter and distrain. Another grant of a rent, though not a perpetual one, is found in a conveyance of 1375 (**24**). In two cases the grantor has expressly renounced to the grantee his right to distrain and has thus partially deprived the rent of its character as a rent seck. Three grants (**6**, **18** and **30**) convey future interests, though the interest described in the first is of such a kind that the grantors could, had they so chosen, have converted it into an estate in possession by the mere operation of livery of seisin. Perhaps that is why they coupled a quitclaim with it. The grant in **90** is abnormal. It is not an independent conveyance but a means of securing to a donor a *quid pro quo* in the form of a rent charge.

Quitclaims

The quitclaim or release¹ was primarily an instrument whereby a person not in possession discarded for the benefit of some other person an interest or claim which he had or might have in a particular tenement or in someone else's lands generally. A releasor was often the near relative of him who had conveyed the lands released to the releasee or of the releasee himself. Thus in **66** a son releases his right in the land that had been his father's and in **4** a sister releases to a sister and a brother-in-law.

The distinction between a quitclaim and a grant seems sometimes to have been a fine one. Thus there is an instance in this Calendar where A gives land to B, B (in compliance with A's requirement) charges that land with a rent to A, and A grants the rent to C (**12**). The grant to C takes the form of a quitclaim, yet we find that forty-three years later a very similar arrangement was effected by a grant (**24**). The reason for choosing different instruments to achieve the same result may, however, have been that in the latter case the grantor was in actual possession of the rent (in the sense that he was accustomed to receive it at the prescribed terms) whereas in the former the first term had not yet run its course and the releasor had therefore no more than a claim to enjoy it. Even if there be some such solid explanation in this instance, it seems still to be a fact that quitclaim and grant were regarded as in some way complementary. On one occasion the two stand side by side in the same instrument (**6**); on another a grantor makes a grant and then makes a release to the same grantee a few months later.

¹ The term "release" was perhaps the commoner. It has, however, been eliminated from the text to avoid confusion with that "release" which was the second part of a conveyance by "lease and release". This follows the recommendation of the British Records Association's *Report of a Committee on the Cataloguing of Deeds* (1939), p. 27.

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Like early grants early quitclaims are apt to contain a statement of the consideration for which they were made (**4, 6, 12**). After 1322 however, there are no examples of this practice in the Calendar.

By a procedure not differing essentially from that which has been described actions at law, real (i.e. to do with land), personal (i.e. to do with chattels) or mixed, and trespasses and the like could be extinguished. Of this procedure we have a few examples. In one case a separate deed of release was executed (**40**). In another rights in lands and actions at law were released by separate clauses in the same instrument (**54**). Twice arbitrators require such releases to be made as a condition of their awards (**88, 168**).

Surrenders

Whereas the quitclaim could be and often was used for extinguishing for the benefit of a possessor or a tenant actually seised the expectant right of another, a surrender was used conversely for extinguishing a possessor's right for the benefit of one who had previously enjoyed nothing but an expectancy. It was the yielding up of an immediate but lesser estate to one who could claim a higher estate. Early surrenders are not to be found in this collection. But there are several seventeenth century examples. In each case the grantor yields up the unexpired portion of a lease made to him, sometimes in return for the promise of another lease (**135, 136, 137, 141**), sometimes for a sum of money (**153, 161, 162, 163**). In the latter cases the surrender is accompanied by a proviso for defeasance if the money is not paid within a fixed term.

Exchanges and Partitions

These terms are more or less self-explanatory. By an exchange each party was supposed to take an interest of equivalent value to the other's. Partition was a means of effecting a clear division into several shares of an estate held in co-ownership. Co-ownership took different forms; but these need not concern us since there is nothing to indicate by which of them the tenants mentioned in the two partitions in the Calendar (**39, 45**) had held before partition occurred. It will be noticed, however, that both these partitions concern the lands of heiresses who had no doubt inherited them through the failure of the male line. In the earlier case the partition is made by the parties themselves and their spouses (**39**), in the later by a panel of near friends or relatives.

Leases for Lives and Years

Where a landlord conveyed his property for a limited period he did so by means of a lease, and that term was used whether the period of alienation was indefinite, i.e. for one or more lives, or fixed, i.e. for a

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specified number of years. In either case the lessee normally paid a rent to the lessor. In exceptional cases this requirement seems to have been waived, as two examples in this Calendar show. Both are leases for lives (**23, 77**) and of early date. In another case (a lease for years) it is stipulated that the payment of the rent shall cease after four years (**26**). Such rentless leases are sometimes called "demises".

Leases for life and for years resemble one another in outward appearance. In other respects, however, they differ markedly. The lease for life created a freehold estate. It required livery of seisin for its perfection.¹ It afforded the lessee the protective privileges and subjected him to the obligations of freehold tenure. The lease for years created only a chattel interest. It was treated as a form of personal property. As such it could be bequeathed. It could not be defended by those real actions which tried freehold titles and in consequence developed its own system of protection.

Leases for lives were often granted to two or more persons in survivorship. This enabled a family unit—a man and his wife, or a father, mother and son—to be securely estated in a tenement. When one of the original lessees died the survivors could by agreement with the lessor add a new name. This practice could be indefinitely repeated, and so a single family might remain in occupation of one homestead for many generations. The Biddle leases of the manor of Dawbeneys illustrate the system very well.²

The law set no limit to the length of time for which a lease for years might be granted. In this Calendar there are examples of the following terms of years: 500, 100, 66, 41, 40, 31, 28 and 20 (once each), 21 (twice), 99 (four times), 90 (eight times). The examples are too few to enable us to form any opinion about the popularity of different terms in different periods. In any case practice must have depended quite as much upon the economic circumstances of landlord and tenant as upon the views and customs of conveyancers.

From the late sixteenth century there are examples of leases granted for a certain term of years provided that the lessee, or the lessee and some other persons (often of his kin) should live for the length of time specified in the lease.³ The terms are always long ones (ninety-nine, ninety or forty-one years) and must therefore have outrun the life of the longest liver among the lessees. By such an arrangement lessors kept the freehold, and lessees got something approaching the security of life tenure. There may, however, have been other advantages to both parties which are not immediately obvious.

In modern times landlords reap profits from their tenants by means of a substantial yearly rent proportioned to the value of the property. Within the period covered by this Calendar, however—unless at the very end of it—this can hardly be said to have been the case. Rent was then normally a small sum of money or a more or less worthless chattel, bearing

¹ See the clauses appointing attorneys to deliver seisin in **77** and **123**

² See above, p. xii.

³ e.g. **124**.

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no definite relation to the annual value of the lands on which it was reserved, and exacted by landlords rather with the object of maintaining their rights than of lining their pockets. It was, to use a phrase which occurs once (**100**) in the Calendar, the "old and accustomed" rent. For his profit the landlord looked to the fine or premium paid on the first issue of the lease or upon its renewal.

It is reasonable to suppose that some "consideration" was paid for leases, as for other forms of conveyance, in quite early times. The first example in the Calendar, however, of such a consideration of "fine" is found in a lease for life of 1519 (**81**). Here the fine is 6*l.* payable in instalments and the rent 1*l.* 13*s.* 4*d.* Our first fine upon a lease for years comes from the year 1600 (**129**). In this case the fine amounts to 133*l.* 6*s.* 8*d.* (200 marks), whereas the rent is again only 1*l.* 13*s.* 4*d.* This shows in striking fashion the disparity that could exist between fine and rent. Other examples of this disparity could be cited. In fact there is no instance where the rent upon a lease for years does not fall in amount far below the fine, though in leases for lives it sometimes equals (**103**), more or less equals (**130**) or even on two occasions greatly exceeds the fine (**100**, **104**).

In the short run tenants naturally profited by low rents and were willing to pay high premiums to secure them. Landlords no doubt appreciated them less, but they had to suffer them; for they could only have established a system of economic rents by forgoing their fines and allowing their leases to run out. During the long period of waiting that this would have entailed a few miserable quit-rents would have been their only source of income. They therefore preferred to renew leases before their expiry at the old rents. The long-term effects of this system, so popular from the mid-sixteenth century onwards, were baneful to English husbandry. Farmers increased their holdings beyond their capacity to till them efficiently, and landlords were virtually prevented from recovering their property and were thus deprived of any inducement to keep it in good order.¹

Assignments

One of the signs of the growing importance of leases in the sixteenth century, to which the preceding section testifies, was the rise of the "assignment", not apparently known *eo nomine* to earlier generations. By this instrument a lessee was able to make over the unexpired portion of his term to a third party, who thereby assumed all the obligations of the original lessee. The earliest assignment in this Calendar is dated 1578 (**115**) and concerns a lease for life. By this instrument the assignor created what was called an estate *pur autre vie*. The other examples of assignments concern terms of years.

¹ For some description of the system of "beneficial leases", i.e. low rents coupled with substantial fines, see Sir H. F. Howard: *Finances of St. John's College, Cambridge* (Cambridge, 1935), pp. 40-45, and H. E. Salter: *The Oxford Deeds of Balliol College* (Oxford, Hist. Soc., 1913), pp. 339-40.

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Warranties

Clauses of warranty can be found in all the early forms of conveyance. In this Calendar, however, they are commonest in gifts and leases for life. By a warranty a grantor undertook to defend in a court of law the grantee's title to the lands conveyed, and, if judgment were to go against the grantee there, to replace what was lost by lands of equal value. Sometimes the warranty is expressed as being against the whole world, sometimes against a prominent individual.¹

In course of time warranties came to be implied in the words of conveyance. Their express mention therefore became less frequent, though a deed of gift in this Calendar shows that even in James I's reign some conveyancers were still putting them in (160). In the newer types of instrument they seem to find no place, though those instruments contain covenants which no doubt afforded equivalent security.

Uses

With the invention of "uses" a profound change came over the land law—if indeed "invention" is not too sharp a word for a process so gradual and so subtle. The word "use" means "advantage". A vendor created a use when he conveyed his land to one or more intermediaries or "feoffees" for the advantage of a third party—either himself or the real purchaser. When he received lands to the use of another the feoffee obtained a genuine and recognizable estate in them. His interest, however, was purely that of a trustee. The person who was really intended to benefit by the transaction, the "cestui que use" as he was called, also had a genuine estate. The two estates, however, were of different character. Whereas the feoffee had a legal estate, the cestui que use's estate was equitable. The former estate was protected at common law by the ancient courts of King's Bench or Common Pleas, the latter by the high court of chancery operating according to the principles of equity.

By holding land in trust and not in fee a man enjoyed numerous benefits. He was, for example, secure from forfeiture, since the legal estate was vested in the feoffees. He was, for a similar reason, quit of feudal incidents. He could evade his creditors. Moreover, by means of a use he could make bequests of his real property—a practice which (except in certain towns) the ordinary law forbade.

He also secured hitherto undreamed of powers of disposing of his property in his life-time. He could, for instance, completely cut out a tenant-in-tail, provide his daughter with an inalienable jointure or tie up his farms and homesteads in a particular line of succession. It is not hard to understand the popularity of "uses".

In the performance of such marvels of conveyancing every type of instrument was eventually laid under contribution. Originally, however,

¹ 72.

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the only tools at the vendor's disposal were the time-honoured assurances which we have been examining, together with the fine. Every collection of deeds which runs back into the fourteenth century will show how these instruments were manipulated by feoffees for the benefit of the cestui que use. The gift of 1393 at **36** and the fine at **55** are random examples. It would indeed be impossible from these two cases to determine the terms of the trusts in the creation of which they played a part, and this would no doubt be true of many another medieval feoffment. Later, however, such instruments may contain a clear statement about the use that was raised.

That this was so **107** shows. It also shows that even in the high days of uses the simple gift never entirely lost its value for the conveyancer. In general, however, that instrument tended to be displaced by newer types, surer and more exact in their phraseology and commonly written in the vulgar tongue. Notable among these was the "bargain and sale" which must next be described.

Bargains and Sales

It has been seen that every conveyance of a freehold hereditament by a deed of gift required a livery of seisin for its perfection, and that originally it was the performance of that ceremony rather than the engrossment of any document that really operated the conveyance. As literacy increased, however, more reliance tended to be placed on the efficacy of the document, and this fact, coupled with the development of the doctrine of uses, brought the bargain and sale into popularity.

In earlier days the bargain and sale conveyed an equitable as distinct from a legal estate. By conveying his lands to B by this instrument A automatically stood seised therein to B's use. B thus acquired an immediate estate in the lands without livery of seisin—an equitable estate which the court of Chancery would protect. A legal estate could be superadded. That this was sometimes done is proved by a group of deeds in this Calendar. In 1526 William South acquired an estate in some lands in Amesbury by a bargain and sale (**85**). He was not thereby put in seisin, but the bargainors guaranteed that he should have plenary enjoyment of the lands, and by a covenant very common in such instruments bound themselves to make further assurances of the premises. These were the fine and quitclaim that follow in the Calendar (**86, 87**). They would have sufficed to convey the legal estate.

A bargain and sale was invalid unless what was called "valuable" consideration had passed from purchaser to vendor. Indeed the payment of this consideration constituted the essential feature of this type of instrument. The sum, however, need not be more than nominal. Nor need it be expressed in the deed. In this Calendar there are two instances of its omission (**166, 173**).

For political reasons into which we cannot enter the employment of uses was drastically entailed by the Statutes of Uses and Enrolments

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enacted in 1536. The former Statute took the legal estate from the feoffees and vested it in the cestui que use. The latter provided that after the 31st July, 1536, no estates of freehold and inheritance or any use thereof should be conveyed by bargain and sale unless that instrument were made in writing under seal and enrolled within six months of execution in one of the king's courts of record or in the county in which the lands lay. These two Statutes did not indeed abolish uses but they so regulated them as to work a revolution in the practice of conveyancing. We cannot trace that revolution here nor can we even examine closely the effect of the new legislation upon the bargain and sale itself. It must suffice to say that that instrument could no longer bestow upon a purchaser the status of cestui que use. No longer could it be made to effect some privy agreement whose details lay hidden in the strong boxes of solicitors. The purchaser was now the legal owner and bargains and sales were exposed to the world. As the Calendar shows they continued to be employed. Henceforth, however, the estates in fee simple (**92, 106, 166, 171, 173**) or for life (**144**) that they passed were legal estates and the texts of the conveyances themselves are to be found on the rolls of Chancery (**173**), of the Common Pleas (**165**) or other courts. Livery of seisin indeed remained unnecessary but was sometimes resorted to (**144, 166**). Moreover, after the Statute of Enrolments, the bargain and sale began to lose its popularity. Vendors and settlors disliked the publicity and expense imposed by enrolment and contrived alternative methods of assuring their conveyances. Of these alternatives the lease for a term followed by a release was the commonest, but curiously enough those twin instruments are not represented here.

The Covenant to Stand Seised

One of the instruments that grew out of the doctrine of uses was the covenant to stand seised. It differed from the bargain and sale in dispensing with "valuable" consideration. What was called "good" consideration was, however, required, and this was interpreted as a connexion between the parties by relationship or marriage. Such a connexion subsisted in the case of the sole example of this instrument in our Calendar (**174**)—a contract between Tito and his father-in-law. The effect of the covenant to stand seised was that one party bound himself to remain in seisin of a particular estate to the use of the other. Its utility, however, proved to be limited, and, despite the fact that it never came within the scope of the Statute of Enrolments and therefore escaped publicity, it never won any popularity.

Marriage Settlements

Two special feoffments to uses expectant upon a marriage have been classified in the Calendar as marriage settlements (**112, 140**). They set out the various intentions of the parties and the steps which they

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will take to effect them, whether by covenanting to stand seised or by undertaking to levy fines. They are rather plans of campaign than the records of events.

Covenants in Conveyances

With the emergence of conveyancing from the inflexible conventions of a primitive age, conveyancers began to insert in their instruments covenants, or agreements between the parties, which are often lengthy and detailed. A germ of the covenant is perhaps to be found in the *reddendum* clause in early types of lease. Certainly the lease provides the student of covenants with more material than any other type of instrument. This is natural enough; he who retained the fee simple had a stronger interest in laying down the conditions of tenure than he who parted with it.

Many covenants are precautionary in character and more or less formal. Thus the grantor will often promise not to disturb the grantee in the enjoyment of his estate. Or he will undertake that the premises conveyed are or shall be discharged of encumbrances, that he has in very truth such an estate in the premises as to enable him to make a valid conveyance, or that he will make further assurances of the premises so as to perfect the arrangements set out in the basic conveyance. The grantee for his part may agree to discharge all quit-rents issuing out of the premises. Or he will promise not to alienate the premises without the grantor's consent. Or he may expressly pledge himself to perform specific services, which in earlier days would have been covered by some general phrase, such as rendering the grantor his heriot or doing suit to his courts.¹

From early times great care was taken when drafting leases to secure the payment of rent. From the later years of the fourteenth century the days of grace are usually stated. From that time, too, distraint, where rent is in arrear, either accompanied or followed by reentry is a right frequently conceded to lessors.² By the early seventeenth century the alternative method of extorting a fine from dilatory tenants was not uncommon.³

Akin to those penal clauses are provisions for the proper maintenance of the property. Of these the commonest is a repairing clause. There is a fairly early example of this in a lease of 1307 where the lessee undertakes to repair a hall, a sheep house and a grange (37). But usually such clauses, which are found to the latest date, are drawn in quite general terms. From Elizabeth's time there are cases where a lessor allowed the necessary building materials to be taken from the premises or even contributed towards the cost of their procurement.⁴ Indeed it

¹ Heriots or farleus were the cash equivalent of succession dues originally paid in the form of the tenant's best beast or chattel.

² The earliest example in this Calendar is in a deed of 1375 (24).

³ 131 provides the earliest example.

⁴ The earliest examples of these practices are found to be in 110 and 124 respectively.

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was not unknown for the lessor to undertake major repairs himself (**8, 100**).

It was not only the burden of house repairs that the lessor eased. He often allowed the termor to take the customary " botes " which were the prescriptive right of the life tenant. Thus the termor secured permission to take from the lands fuel for his hearth and timber to mend his carts, folds, hedges, hurdles, ploughs and wheels. From the early days of Elizabeth covenants about botes are included in leases for lives as well in leases for years—an indication of the growing solicitude of conveyancers and no doubt also of their preference for express covenants to vague customs.

A very interesting group of covenants is concerned with the actual direction of husbandry. Some of these are negative. From the year 1600 Lord Hertford forbid (**128**) his tenants to break up the pasture and meadow upon his property or to kill his game, fish or deer. He also prohibited the planting of woad, which has an exhausting effect upon the soil.¹ More constructively the tenants were enjoined to improve the soil by folding their sheep upon it or by digging in the compost their beasts produced. Or they were to adorn and enrich the estate by planting it with fruit and other trees. It would be useful to know how far such provisions, some at least of which are found in West's contemporary formulary,² were the commonplaces of Jacobean estate management, how far they were confined to princely landlords.

Attestation and Authentication

Medieval conveyances were normally attested. From the early thirteenth century the witnesses were persons who were prepared to swear that the transaction recorded in the deed really occurred, even though absent at the time of occurrence. Their names were inserted by the scribe as a separate clause at the end of the document. Attestation however was not invariable. Several leases, a letter of attorney, and two quitclaims, all dated before 1500, omit the clause.³ They are the less enduring or subordinate instruments. After 1517 lists of witnesses are not found in the deeds in this Calendar (**80**). This is true not only of bargains and other conveyancing novelties but of leases and even of gifts.

From the earliest times deeds were authenticated by the attachment of seals. From 1519 signature and marking began to supplement sealing as methods of authentication (**81**). In 1560 attestation begins again, but as an additional method of validating the instrument rather than as a means of corroborating the facts that it records (**103**). The witnesses' names are at first inscribed on the face of the document after its engrossment. Often the witnesses sign their names but not

¹ J. B. Hurrey : *The Woad Plant and Its Dye* (Oxford, 1930), pp. 16 and 17.

² W. West's *Simboleography* (1622 ed.), Part I, Book II, contains covenants (i) requiring that the dung made by the lessee's cattle shall be bestowed upon the premises (§432) and (ii) prohibiting the breaking up of a close (§442 [*recte* 450]).

³ e.g. **22** (letters of attorney) ; **61** (quitclaim).

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always.¹ From 1580 witnesses' signatures begin to appear upon the dorse (**116**), though the custom of writing them on the face was still observed in 1614 (**160**).

Certification, whose first appearance coincides with the revival of attestation, may be mentioned at this point. The protection of the grantor was no doubt the motive for its introduction. The earliest certification of examination is found in a document of 1560 (**100**). Such certificates continue, and in due course we can identify the examiners as stewards (**154**) or family lawyers (**128**).

Fines

Volume I of this series describes the purpose and method of making or "levying" a fine. It is therefore sufficient to say here that that purpose was to strengthen or secure by judgment of a court a conveyance actually or virtually effected by the action of the parties to it. In form, a fine was a record in three parts (one of which remained in the files of the court) of an agreement in a fictitious or collusive action in the Common Pleas which with the sanction of the justices had been abandoned after its commencement. Though the manner of its exploitation was deeply affected by the coming of uses, the fine was subject to little change in form through the long centuries of its history. What has been said of thirteenth and fourteenth century fines is therefore adequate for those of later date.

Though in early days no doubt the fine was the only written record of the transaction which it described, it gradually lost its exclusiveness and became the keystone of an arch constructed of private deeds. It is thus common to find private conveyances and fines which supplement one another preserved together. The lease for life (**117**) which the Souths made to Lurgis and the Waterses in August, 1581, was assured by fine (**118**) in the following Michaelmas Term. Likewise the fine (**122**) levied between the Trenchards and Thomas South in Easter Term, 1585, looks back to the conveyances of Droves Hold made either in September, 1584 (**120**) or March, 1585 (**121**). In these two cases the private deeds do not expressly mention that fines were to ensue. It is not difficult, however, to find conveyances in which the grantor covenants to assure the estate which is passing by means of a fine (**129**, **140**). Where, too, a fine was employed in a feoffment to uses, the parties concerned often drew up a supplementary document to "lead" (as the phrase went) or to "declare" what those uses were. There is a reference to a deed to lead uses in **179**—a document which shows amongst other things how a man might provide for his future wife before his marriage. In the present instance Gilbert Beckington, the husband, levied a fine with some third party upon the lands set apart for his wife's jointure. He also executed with that person a private agreement which stipulated that the lands should be held solely to his wife's use. That agreement led the uses of the fine.

¹ e.g. **103** is signed, **106** is not signed by the witnesses.

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Three fines in this Calendar (**87, 118, 139**), dated respectively 1528, 1581 and 1607, are endorsed with a note that they have been delivered for proclamation. The system of proclamation, established by the First Statute of Fines of 4 Henry VII, offered a valuable safeguard which had not been available since the Statute of Non Claim of 34 Edward III. The new Statute provided that, if the parties so wished, the agreement in a fine could be solemnly read in court in the term in which the fine was levied and in the three terms following. This public recitation barred the claims of interested persons other than the parties. The bar ran from the termination of the last proclamation, though certain saving clauses extended for the benefit of defined classes of persons the period within which objections to the settlement were admissible. One result of the new procedure was to restore to the fine the popularity of which the Statute of Non Claim had in part deprived it. A Second Statute of Fines (32 Henry VIII cap. 36), which straightened out certain difficulties in the interpretation of the First Statute, did nothing but strengthen that popularity. Notwithstanding this, proclamation never became compulsory, as is illustrated by the absence from the dorse of **122** of the appropriate memorandum. That fine did not bar the claims of strangers and must therefore have provided a security equal only to that of **55** and all other fines levied between the enactments of Edward III and Henry VII.¹

Recoveries

The common recovery, which makes its appearance in the fifteenth century, was used like the fine to seal a settlement already prepared by private negotiations between the parties. It was particularly valued by those who sought to bar an entail or convey a jointure. Like the fine, too, the recovery was a record of a fictitious and collusive action at law. The stages, however, by which it was made or "suffered" bore little resemblance to those by which a fine was levied.

For intricacy and ingenuity the recovery is unrivalled in the whole catalogue of common assurances, and the unabridged record must greatly perplex a twentieth century student unfamiliar with the procedure. This perplexity indeed was evidently shared in some measure by our ancestors; for into the seal-tag of one recovery in our collection (**156**) has been tucked a slip of paper on which in a hand contemporary with the recovery itself the gist of the matter has been written out.

The best way to master the procedure is to trace the steps by which a typical recovery was suffered. For this purpose **156** has been chosen. This, like the other recovery in the Calendar, was effected by what was called "double vouchee"—a phrase whose meaning will become apparent. It may be added that recoveries by single vouchee were by no means unknown, but they were less safe and therefore less common.

¹ For the system of proclamation see C. A. F. Meekings (ed.): *Surrey Feet of Fines* (London and Frome, 1946), pp. xxvi, xxvii.

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The first step in the case in question was for James Dawbeney to convey the manor of Little Amesbury by private deed to Thomas Cromwell and George Style. These were neutral third parties—one of them a lawyer—who had been brought in only to create what was called a good “tenant to the *precipe*”. We know from **165** how this was done, namely by bargain and sale enrolled in the Common Pleas.

The next step would have been for John Hillary, also perhaps a lawyer, to sue out a writ of entry against Cromwell and Style. The writ of entry, a generic subdivision of the large and ancient family of writs called writs of right or (from their first word) writs of *precipe*, was designed to settle disputes as to the lawful ownership (as distinct from the mere seisin or possession) of land. The writ in which we are interested would have been addressed to the sheriff of Wiltshire, and would have instructed him to command (*precipere*) Cromwell and Style to render Hillary the manor in question, into which they only had entry through a fictitious party called “Hugh Hunt” who was alleged to have evicted Hillary. All this amounted to an allegation that Cromwell’s and Style’s title was altogether faulty. Hillary would have come into the Common Pleas, as the recovery indeed declares, and would have thereupon called James Dawbeney to warrant his title. The process of vouching to warranty, which has been described above,¹ required the vouchee to support Hillary’s title or in default to provide him with lands equal in value to Little Amesbury manor.

The next step would have been for Dawbeney in turn to call upon a vouchee. This was Edward Howse, who in accordance with custom was no doubt the crier of the court, a man of no substance commonly employed in this way. Dawbeney would then have asked leave of the justices to come to an agreement with Howse in private. Leave would have been granted and Dawbeney would have returned into court. Not so Howse, who, though summoned by the court, would have refused to attend. The court would thereupon have entered judgment in favour of Hillary, leaving Dawbeney to recoup his losses at Howse’s expense. Howse, however, is to be assumed to have had nothing upon which Dawbeney could have laid his hands. Dawbeney would therefore be left without practical remedy, the manor would become vested in Hillary by judgment of the court and the sheriff would deliver seisin to him.

We know that at the time of his marriage Dawbeney had acquired a life interest in the manor from his father with a life interest for his future wife and certain fixed remainders. By the conveyances of 1613 he was able to disencumber the estate of these conditions and to nominate a trustee to hold it to his use. This conclusion is confirmed by a deed declaring the use of the recovery (**165**)—an analogue to the deed declaring the use of a fine.

A word must be said about the form in which recoveries were recorded. There was no tripartite chirograph as in the case of the fine. Instead the fictitious proceedings were entered upon the Recovery Roll of the court of Common Pleas or before 25 Elizabeth upon the Plea Roll

¹ p. xliv.

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itself. A certified copy of the entry was then made and given to the parties. This copy or exemplification contains an exact reference to the membrane of the Roll on which the entry was made, is dated with the day of exemplification, sealed with the seal of the court, inscribed with the name of one of the prothonotaries, and sometimes (**142**) endorsed with a note of the execution of the writ of livery.

The Copy of Court Roll

The copy of court roll resembles the fine and the recovery to this extent: each recorded the judgment of a court. In other respects, however, the first was totally dissimilar from the other two. Fines and recoveries, like every private conveyance (except the lease for years) that has been described above, conveyed or assured a freehold interest. The copy of court roll has to do with villain, customary, or (as it was later called) copyhold tenure. Such tenure was unfree and this Calendar tells us very little about it. This is because unfree tenure was not the object of gifts and grants. By the beginning of the fourteenth century at least, there was probably only one way of transferring tenements held by customary services: by judgment of the manor court. There sat the lord's steward, admitting new tenants, exacting fines from them and "blackballing" those who were unwelcome.

The proceedings in these courts (where they survive) are to be found in the rolls of the manor. From those rolls extracts could be taken and these constituted the copyholder's title deeds. The solitary example of such a "copy" in this Calendar (**102**) comes from an apparently non-existent roll of 1560. It shows how Thomas South was admitted to Parkers House and other lands. South paid his fine, did his fealty and entered into certain covenants. Thenceforth he held his lands by the "custom of the manor"—a body of precedent and local case law declared by the suitors of the court and enforceable against the lord. We must not suppose that that tenure was necessarily precarious or uncomfortable. Though subject to a distinct system of law, it was barely distinguishable in many outward respects from freehold tenure.

The Gift of Goods and Chattels

Gifts of the whole of the donor's personal property without qualification or condition begin to appear in the fourteenth century in the form of enrolments in courts of record. In the fifteenth century they grow common. It is beside the purpose to examine the original form of these instruments or to enquire into their real object or effect. It must suffice to say that many were fictitious.¹

The gift of goods is represented in this Calendar by a single document (**109**), more elaborate than the archetype and unlike it furnished with

¹ The only available description of this class of document is in A. H. Thomas (ed.): *Calendar of Plea and Memoranda Rolls . . . of the City of London* (Cambridge, 1943), pp. xix-xxiii.

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covenants. It is a gift from a father to his son at the time of the son's marriage, and by it the father makes over the whole of his personalty, with the exception of a subsistence allowance in kind and a small annual cash payment. The gift in this case is clearly genuine and creates in effect a primitive form of life annuity fitted to a society better used to thinking in terms of goods and services than of cash. West's formulary¹ contains some contemporary parallels and similar instruments can be found even as early as 1381.²

Bonds

Bonds are so generally familiar that they hardly require description. They are private undertakings to pay a specified sum of money by an appointed day. Sometimes this is the full extent of the matter but often a condition is added, the sanction for whose due performance is the forfeiture by the obligor of the sum in which he is bound. The nature of these conditions is infinitely varied. An agreement to perform the award of an arbitrator in some matter in dispute is common. There is a bond of this type in the Calendar (**84**) and there are references to the execution of others of the same character (**72, 88, 168**). Another common reason for entering into a bond was to secure the fulfilment of covenants in a conveyance of lands. No. **111** is an example and obligatory clauses with the same object have been inserted in the bargain and sale at **85** and the surrenders at **161-163**. The familiar covenant to make further or more effectual assurances of some property conveyed are sometimes similarly sanctioned (**140**), as of course are contracts for the payment of debt (**174, 178**).

In form the bond was short and simple, one party merely acknowledging that he is bound to another in a stated sum. This acknowledgment was in Latin. The condition, where it existed, was normally in English and was either appended to the obligation (**84**) or endorsed upon it (**111**).

Recognizances in the Nature of Statutes Staple

If a debtor dishonoured his bond, his creditor, as we have seen, became entitled to the full sum in which the other party had bound himself. He might, however, be put to much trouble and expense in claiming his due. The validity of the bond might be questioned and lengthy litigation might follow. It was therefore fortunate for obligees and lenders that they possessed the alternative and safer means of providing themselves with security by constraining their obligors to enter into recognizances in one of the king's courts or before the mayors of towns or of the staple. The advantages of this procedure were that an authoritative text of the recognizance was always available and that if the recognitor failed to carry out his undertaking he could be automatically pursued by process of law.

¹ *Simboleography* (1622 ed.), Part I, Book II, §424.

² Thomas: *op. cit.*, p. xxi.

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We need not trace the early history of the acknowledgment of judicial debt, for in this Calendar the procedure is only exhibited in the form into which it developed after the passing of the Statute Staple Act of 1532. This Act declared that previous enactments which controlled acknowledgment before mercantile staples had been laxly administered. It therefore laid it down that henceforth debts should be acknowledged before the Chief Justices of the King's Bench and Common Pleas or in their absence before the Mayor of the Staple at Westminster or the Recorder of London. The recognizances so entered into were to be enrolled upon indented rolls to be kept by a specially appointed official, who should also write out and seal the recognizances themselves. This officer was further empowered, at the request of a creditor, to certify a forfeited recognizance into Chancery, when process could issue for levying the debt upon the debtor's lands and chattels. Thus were created recognizances in the nature of statute staple (or "statutes" as they were called for short), taking their name from those local staples upon whose recognizances they were modelled. They became a very popular means of securing a loan.

There are two "statutes" in our collection (**172, 175**) and others have been mentioned above.¹ They are extremely simple in form—an acknowledgment by the conusor that he is bound to pay the conusee a certain sum before a named day and an admission that if he fails in payment the penalty ordained by Act of Parliament shall fall upon him. Each "statute" is inscribed with the word Hampson—the surname of Serjeant Thomas Hampson, clerk of the statute office, whose duties have already been outlined. Each is signed by the conusor and by the Chief Justice of the King's Bench before whom the acknowledgment was made. Each is sealed with the seal of office, a Tudor rose.

If the day for the repayment of a recognizance ran by, the conusee could, if he chose, "execute" the "statute". All that was required to effect this was that the clerk of the recognizances should be moved to certify the "statute" into Chancery. Thereupon a writ would be directed to the sheriff requiring him to make an inventory of the conusor's property. This would be returned into Chancery and a writ of *liberate*, such as is mentioned in **171**, might thereupon be awarded to the conusee. The latter could then enter into possession until his claims were satisfied.

If a conusor wished to cancel his "statute" he could, if the conusee agreed, "defeasance" it. There is a defeasance at **170**, which sets out (as was customary) the terms on which the conusor had arranged to pay off his debt. In such circumstances a wise conusor would see to it that the relevant entry in the statute office records was crossed out. This was duly done in the case in question, for the clerk has noted in his Entry Book that he saw the recognizance cancelled.²

¹ pp. xvii, xviii.

² The cancelled "statute" will be found on f. 206b of P.R.O. Lord Chamberlain's Department, Entry Books of Recognizances (L.C.4), Vol. 198. For the whole subject of recognizances of statute staple, see H. Hall (ed.): *Select Cases Concerning the Law Merchant*, Vol. III (Selden Society, Vol. XLIX, 1932).

INTRODUCTION

Letters Patent

Of royal letters patent, of which a solitary seventeenth century example exists in this collection (**180**), little need be said. They were the most formal of all the instruments whereby the Crown gave expression to its pleasure. They conveyed lands, privileges or offices to the subject or to corporate bodies. In form they were addressed to all the world. They were unsigned and were attested by the attachment of the great seal. Often, as in the present instance, they were adorned with an elaborately designed pictorial initial. The surname of the Chancery clerk (in this case Cartwright) who was responsible for engrossing the patent from the warrant was inscribed in the right-hand bottom corner.

Proceedings in the Prerogative Courts

It is perhaps only by stretching our definition to breaking point that we can include in a Calendar of "deeds" copies of bills and answers in Chancery and the courts which followed its practices and the decrees thereon made. The few specimens in our collection, however, are so bound up with the other documents that it has seemed reasonable to find space for them.

It would not be justifiable to explain in any detail the practice of these courts. It must suffice to recall that, unlike the courts of common law, their proceedings were conducted in writing and in English. Suits in Chancery were initiated by petitions, addressed to the Lord Chancellor, setting forth the petitioner's alleged grievances and praying a remedy either specific or general. To this the defendant could put in an answer. The plaintiff could comment upon this in a replication (**176**) and the defendant could follow this with a rejoinder (**177**). Further statements could be added. Such documents were collectively known as pleadings. In the Star Chamber procedure was similar.

The Court of Wards and Liveries of the Crown came into being to administer the estates of the king's wards. It was a tribunal and a department of state at the same time. Of its judicial function we have an illustration in the copy of a decree of 1623 (**178**). The suit in which the decree was made is of a kind which, but for the circumstances of wardship, would doubtless have been brought in Chancery, the Star Chamber or the Court of Requests. The action was instigated by the ward's uncle. He did not, however, lodge a petition himself. Instead the Attorney of the court, acting as the protector of the Crown's interest, set the wheels in motion by exhibiting an "information". The order made in the suit is businesslike. It recites the gist of the pleadings on both sides and sets out the substance of the decree. The copy is certified by a clerk of the court.¹

¹ The decree as originally entered will be found in the Decree Book of the Court (P.R.O. Court of Wards, Miscellaneous Books (Wards 9), Vol. 95, f. 48).

INTRODUCTION

Letters of Confraternity

Letters of confraternity were grants by religious houses admitting their benefactors to a share in the advantages won by the prayers of the religious—making the recipients, in technical phrase, the *confratres* or *consorores* of the house or Order that issued them. Originally bestowed only upon genuine benefactors, such letters became in time marketable commodities and must have brought in a good income. They were particularly favoured by the friars, notably the Trinitarians.

There is one example of this type of instrument in this Calendar—a grant by the Minister of the Trinitarian house of Thelsford (58). It is earlier by thirty-two years than any other letters of confraternity known to have been issued by that house. It follows the usual pattern for such document: it recites the indulgences granted to the Trinitarian Order by successive Popes and extends them to the grantees. Like many examples of its kind it is a completed blank form. All the words of course are in one hand, the names of the grantees in another.¹

PART IV

Method of Abstracting

The aim in this Calendar has been to eliminate from each abstract all “common form” but no significant detail. Such an aim is most easily achieved in the case of deeds drafted between the end of the thirteenth and the beginning of the fifteenth centuries. By the beginning of that period the forms of conveyances had become set, and yet by the end of it the newer and less stylized instruments had hardly begun to make their appearance. But even within this period the boundaries of “common form” are ill-defined and the selection of matter for inclusion must depend to a greater degree than is desirable upon an editor’s intuition. The reader can to some extent judge the success of the methods adopted by comparing the abstracts with the transcripts on pages 120-122.

The later instruments have been abstracted at relatively greater length than the earlier. When more is known about the history of conveyancing it may be possible to show that the treatment of these has been unduly lavish. At present, however, no one can state with confidence what is and what is not significant. The editor is therefore forced into prolixity. The drastic and indiscriminate abridgment to which sixteenth century and later deeds are usually subjected by their editors is certainly damaging to the progress of legal and economic history.²

¹ For the whose subject see *Archaeologia*, Vol. LXXV, p. 19 and Vol. LXXIX, p. 192.

² A recent publication by the Somerset Records Society is a laudable exception. Sophia W. Bates Harbin (ed.): *Somerset Enrolled Deeds* (Frome and London, 1936).

INTRODUCTION

For the practice followed in reading and indexing personal and place-names the reader must be referred to the introduction to Volume I in this series. There has been no important deviation in this Calendar from the principles laid down in that volume. The suspension mark, however, has here been used more sparingly, and *The Place-Names of Wiltshire* has replaced the *Census of 1921, Index of Names of Places* as the standard of topographical orthography.

Something needs to be said about the treatment of endorsements. The object has been to include them all, distinguishing those which seem to be contemporary with the deed itself from those of later date. The word "*contemporary*" has been applied to the former category, except in cases where contemporaneousness was self-evident, e.g. memoranda of livery of seisin or attestations. The expression "? *contemporary*" means that in the editor's opinion all the circumstances point to a date for the endorsement roughly corresponding with that of the deed itself but that positive evidence of contemporaneousness is lacking. Of the non-contemporary hands something has already been said.¹ In general, endorsements have been but little abridged and have indeed often been transcribed. Some may criticize such elaborate methods, but those who do should bear in mind that it is always easier to condense the formal than the informal and that many of these endorsements are informal to the point of illiteracy. The spellings of names occurring in endorsements have only been included in the index where they have been held to be contemporary with the deed itself.

In the Calendar are several abstracts which consist in greater or lesser degree of references back to other abstracts. Thus where a lease renews the terms of a previous lease with only minor, or at least easily specified, variations, it has seemed sufficient to insert a numerical reference to the previous lease instead of repeating the whole substance. In these references of course many names and matters lie hid, and it has been judged advantageous to include the most important of them in the index, even though they do not actually appear in the text. By this device the index can be made to serve as a means of access both to the abstracts and the originals. An actual illustration will show more clearly what is meant. The "George" inn in Amesbury is not expressly mentioned in the abstract of **134**, though from the index such would appear to be the case. It will be seen, however, that **134** refers back to **128** in the abstract of which the inn is mentioned. The user of the originals will thus be reminded to look in both the deeds. This practice has not been extended to mere copies.

In describing seals and their methods of attachment the rules laid down by a committee of the British Records Association have been taken as a guide.² The committee, however, has recommended so wide a variety of "type" descriptions that it is not always easy to be sure that one has labelled any particular specimen in accordance with their recommendations.

¹ See pp. xx, xxii, xxiii.

² *Report of a Committee on the Cataloguing of Deeds.*

Undated¹

1 Gift with warranty by Christine daughter of John de Ambresber' in her widowhood to Robert Kade for his homage and service of a messuage and curtilage lying between the messuage of Robert the carpenter and the messuage of Robert le Hoyt. Yearly rent 25*d.*, to wit 6¼*d.* at Michaelmas, Christmas, Easter and Midsummer severally. Witnesses : sir William de Lutegareshale chaplain, Geoffrey Guiun, Ivo Guiun, Richard Ketewine, John Salsar', Robert Mautefelun, William le Fraunkelein, Richard Bueleghe, Nicholas le Trappere, William Besturne, Robert the carpenter, Nicholas de Wallop, Walter Maynard and John Fortin.²

Seal : missing ; string surrounds the tag.

Endorsements : (i) A free³ grant. No date. A free grant (*Hayward*).

(ii) *c.* 1250 in black pencil.

Undated⁴

2 Gift with warranty, for 40 marks, by John son of William de Everle to William son of Ralph de Bemfeld of his lands and tenements in the town of Hetfeld. To hold of chief lords. Witnesses : sir Roger de Clifford the younger, sir John de Sancto Johanne, sir William Bluet, sir William Paynel, sir Thomas Paynel, knights, Bartholomew Pecche, William de Hautot, John Baret, William Wastehuse, William le Waleys and John le Waleys.

Seal : missing ; tag.

Undated⁵

3 Grant with warranty, for 26*s.* 8*d.*, by Ralph the baker (*pistor*) of Ambresbir' son of John the baker to William the baker (*furnario*) of Ambresbir' of his right in 25*d.* which Clarice the washerwoman daughter of Robert Cade was bound to pay him yearly, to wit 6¼*d.* at Michaelmas, Christmas, Easter and

¹ The handwriting would suggest that the date endorsed upon the deed is approximately correct. Nicholas le Trapper conveyed land in West Amesbury to the prioress and convent of Lacock at Michaelmas 1238 (Court of Wards, Deeds and Evidences (Wards 2) Box 94E No. 19).

² Transcribed on p. 120.

³ The word "free" has been altered from "royal".

⁴ Before 6 Nov., 1282, when Sir Roger de Clifford (the first witness) died, and probably after Martinmas 1272, about which time Bartholomew Pecche (then *c.* 16 years old) succeeded his father (*Index Library, Wiltshire Inquisitions Post Mortem, 1242-1326, p.66*).

⁵ Before 30 Nov., 1290, since the premises are subinfeudated. Persons called Walter Kytewyne and John le Saucer appear together as jurors in an inquisition of 1279 (*Wiltshire Inquisitions Post Mortem, 1242-1326, p. 126*), but the latter name is found as early as 1252 (E. A. Fry : *Feet of Fines for Wilt.*, p. 44) and as late as 1335 (19).

ANTROBUS DEEDS

Midsummer, for a messuage and curtilage, which messuage is situated between the houses of Thomas Partoust and Robert Sakary. To hold of donor. Yearly rent a pair of gloves, price *id.* Felise wife of the grantor has sworn and given faith that she will never come against (*veniret contra*) the grant. Witnesses : John Goioun, Raymond de Westambresbir', John le Sausyr, Walter Ketewyne, John le Fraunkelayn, Henry le Hyrays and Michael Maundefelun.¹

Inscribed : (i) Unum par artochecharum (*altered to chirothecarum*) Angle a pair of bread cup-boards (*altered to gloves*) pretii binis denariis two pence price (*Hayward*).

(ii) Unum par chirothecarum albarum a pair of white gloves or "mittyns" (*Hayward*).

Seal : vesica-shaped ; $\frac{3}{16}'' \times \frac{1}{8}''$; device—three sprigs of a tree ; legend (*lombardic*)—S. RADULFI PISTORIS ; green wax ; tag.

Endorsements : (i) Westambr' (c. 15th cent.).

(ii) A grant in fee from Ralph Pistor to William Furnar de Amesbury of all that quit-rent of twenty five pence payable for one messuage and one curtilage lying in West Amesbury, paying yearly to the lord of the fee unum par (?) artochecharum (*altered to chirothecarum*) pretii binis denariis Anglice a pair of cupboards (*altered to gloves*) two pence value (*Hayward*).

Undated²

4 Quitclaim, for 15s., by Clarice the washerwoman (*lotrix*) daughter of Robert Kade to William the baker (*furnario*) of Ambresbir' and Margery his wife her sister of her right in a messuage and curtilage situated between the houses of Thomas Partust and Robert Sakari in the town of Ambresbir'. She has caused this deed, furnished with the impression of her seal, to be made, lest any controversy about the premises might arise. Yearly rent a pair of gloves, price *id.*, at Easter, to Ralph the baker. Witnesses : John Augyr, Robert Goioun, Raymond de Westambresbir', John le Sausyr, John le Fraunkelayn, Henry Hyrays and Michael Maundefelun.³

Seal : as **3**, but with legend (*lombardic*)—S. CLARICIE CHADE ; green wax ; tag.

Endorsement : Unum par artochecharum [*sic*] angllice a pair of bread cupboards⁴ (*Hayward*).

Tied to **19**.

¹ Transcribed on p. 120.

² Probably about the same date as **3**.

³ Transcribed on p. 121.

⁴ Over the first four letters of "artochearum" have been written the letters (?) "chier", and over the words "bread cupboards" the word "gloves", both in (?) another hand.

ANTROBUS DEEDS

Undated¹

5 Gift with warranty, for 7 marks, by Robert Goion of Ambresbir' son and heir of the late John Goion to John le Saucer of Westambresbir' and Christine his wife of 4 ac. of arable land in Westambresbir' field, of which 1 ac. lies in the west part of the furlong called Overehamme, between the land of the prioress of Ambresbir' and between the land of Walter Alayn, 3 ac. lie in the west part of the furlong called Netherehamme, between lands of the prioress and the same Walter. Also gift of a meadow called Langemedede and a pasture called Calvecroft, with all the pasture and a hog-run (*percursu porcorum*) which he has in Westambresbir' field. To hold of donors. Yearly rent, a rose at Midsummer. Witnesses: sir John de Aungers, knight, John Aucher, Stephen de Brightmereston, Raymond le Fleming, Nicholas de Puresghet, Philip de Niweton', Henry le Ireys, Walter Kitewyne and William Warde.

Seal: vesica-shaped; c. $\frac{1.8''}{16} \times \frac{1.1''}{16}$; device—a fish; legend (*lombardic*) . . . ROBERTI GOUGHUN; green wax; tag; slightly defective.

Endorsements: (i) A grant from Rob^t Gason [*sic*] to John le Saucer of four acres of arable land and a mead called Rangemead and a close of pasture called Calbecroft with run for hogs in West Ambresbury. Quit rent a rose paid at Midsummer day. No date (c. 18th cent., hand A).

(ii) 12.

(iii) A grant from Robert Gason [*sic*] to John le Sauker [*sic*] of four acres of arable land and a mead called Range Meade and a close of pasture called Calbecroft with run for hogs in West Amesbury. Fine 7 marks ster. Quit rent a rose. No date (c. 18th cent., hand B).

Undated²

6 Grant and quitclaim by Richard de Hadestoke and Idonia his wife, Roger le Gras and Cecily his wife, Margery Viel relict of John Viel the younger of London, sisters and heirs of the late John Renger, to Richard le Gras of their right in lands and tenements, demesnes, rents, homages, services, houses, edifices, gardens, meadows, fields (*planis*), pastures, feedings, ways, paths, mills, stanks, stews, fisheries, watercourses,

¹ Before 30 Nov., 1290, since the premises are subinfeudated. John de Aungers (though not described as a knight) appears at least as early as 1266 (*Calendar of Patent Rolls*, 1258-66, p. 565) and at least as late as 6 Edw. I (1277-8) (*Wiltshire Inquisitions Post Mortem*, 1242-1326, p. 122.) John Aucher, John Saucer, Walter Kitewyne and Philip de Newton appear together as jurors in an inquisition of 1279 (ib. p. 126.)

² Before 30 Nov., 1290, since the premises are subinfeudated. Probably about the end of Henry III's reign. Richard de Stanes is not found after 1276 (E. Foss: *Biographical Dictionary of the Judges of England*, s.v. Stanes). Matthew Bukerel disappears about 1272 (A. B. Beaven: *The Aldermen of the City of London* (1908), Vol. I, pp. 373, 375).

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dovecotes, hays, ditches and liberties appurtenant, which ought to fall to them by the death of John Renger in the town of Westambresberi co. Wilts. To hold of the donors. Yearly rent 3*d.* at the feast of St. Margaret the Virgin, to wit 1*d.* to each of the heirs of the said John. Witnesses : Master Richard de Stanes, sir Robert Fulcon', sir Matthew Bukerel, citizen of London, William de Hadestoke, Peter de Gisors, Thomas Bat, John de Norhamton, Henry Bruning, Reynold de Suffolk, John le Sauser, of Westambr', John Guiun, John le Frankeleyn and Adam Mukel.¹

Seals : (i) oval ; c. $\frac{1}{16}$ " \times $\frac{1}{16}$ " ; (?) device ; legend (*lombardic*) . . .

HADESTOKE ; green wax ; tag ; broken.

(ii) and (iv) missing ; tags.

(iii) Defaced ; green wax ; tag.

(v) Fragment ; green wax ; tag.

Endorsements : (i) A free grant (*Hayward, and in another hand*) for fishing.

(ii) A free grant from Rich^d Chadenstock and Idony his wife, Roger le Crass and Edith his wife and Margaret relict of John de London, sisters and coheirs of the aforesaid John (?) Senger to Richard le Crass of all his estate with its appurtenance in West Amesbury Wilts (*Hayward*).

(iii) Amysbury (c. 16th cent.).

29 Apr.,
1309

7 Gift with warranty, for 3 marks, by Robert de Aula of Ambresbyri to Andrew le Flesmangere of Ambresbyri of 1 ac. of land called Forhurdaker in the fields of Ambresbyri, to wit the more westerly (*occidentaliorem*) ac. of 3 ac. at Koriescruch. Yearly rent a rose at Midsummer. Witnesses : Thomas Auchr', John le Saucer, William Warde, John Kutewyne and Henry le Irais. Ambresbyri. Monday after St. Mark 2 Edw. II.

Seal : missing ; tag.

Endorsement : A free grant of one acre of land from Robert (?) Newdyce de Aula Ambresbury to Andrew Fleshmange de Amesbury paying yearly as quit rent one rose. Dat' 15 die post (?) termino sancti Marke anno regni regis Edwardi filii regis Edwardi secundi (*Hayward*).

14 Oct.,
1314

8 Agreement indented with warranty, made Michaelmas 8 Edw. II, whereby Thomas Pertuht burgess of Ambr' leases for his life and half a year after his death to Roger son of Thomas le Toukere of the same a messuage with a curtilage in Ambr', situated between the messuages late of William le Fornor and of Alexander son of the grantor. Yearly rent 10*s.* in equal portions at the four terms customary in Ambr'. The grantor will maintain the house of the messuage in roofing

¹ Transcribed on p. 121.

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and other major repairs at his own cost. If the grantee shall build new structures within or without the house he may at the end of the term sell or take them away or do what he will with them.

Pledges for Roger: Ralph Mich', Thomas le Touker and Richard le Chapmon.

Pledges for Thomas: Robert de la Halle, Thomas Maynard and John Rasel.

Ambr'. Monday before St. Luke 8 Edw. II.¹

Seal: missing; tag.

Endorsements: (i) Indentura inter Thomam Pertout et Thomam le Touker (? *contemporary*).

(ii) A lease for life from Thomas Pouch [*sic*] bursholder [*sic*] de Amesbury to Thomas le Toukere. Anno regni regis Edwardi filii Edwardi octavo (*Hayward*).

9 July, 1321 **9** Gift with warranty by Thomas Pertout of Ambresburi to Thomas Hughes and Margery his wife of a tenement which he has of the gift of Robert Bissohp in Carpenter Street (*in vico carpentarii*) in Great Ambri', between the tenement of Richard Chepman on the north and the tenement sometime of William Pertut on the south. Witnesses: William Warde, John Goion, John le Saucer, John le Frankeleyn, Henry le Irisse, John le Loup and Robert atte Halle. Ambresbury. Thursday after the Translation of St. Thomas the Martyr 15 Edw. II.

Seal: missing; tag.

Endorsement: Carta Thome Partout facta Thome Hughes et Margerie uxori sue de quodam tenemento in Ambr'. (? *contemporary*).

Tied to **15** and **20**.

4 July, 1322 **10** Gift with warranty, for a sum of money, by Matthew Lewte of Nywetone to Philip Daubene and Margery his wife of $\frac{1}{2}$ ac. of land, $1\frac{1}{2}$ rod and $\frac{1}{2}$ rod in Nywetone field, of which the $\frac{1}{2}$ ac. lies in la Whytelonde between the lands of Robert le Couck and William Peverel, the $1\frac{1}{2}$ rod in the same tillage (*cultura*) between the lands of John atte Stone and John de Aune, and the $\frac{1}{2}$ rod in la Weylonde between the land of John de Aune and a headland (*capud*) abutting upon John de Aune's land towards the east and another headland abutting upon Hugh de Gynes' land towards the west. Yearly rent a rose at Midsummer. Witnesses: John Goion, bailiff of Aumbresbury hundred, Thomas Aucher, William Warde, John le Saucer, Robert de Donyntone, the said Sille [*sic*], Richard

¹ Transcribed on p. 122.

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Goyer, Thomas atte Halle and John de Aune. Nywetone.
Sunday after SS. Peter and Paul 15 Edw. II.

Seal : missing ; tag.

12 Dec.,
1322

11 Gift with warranty and acquittance, for 50s., by Robert son of Thomas Partout of Ambresbury to Henry Curteis of Ambresbury of a tenement in Ambresbury between the tenement of Thomas le Bakere on the west and the tenement of Robert Kynore and Christine his wife on the east, which he has of the gift and grant of Thomas his father. Witnesses : John Goion, John de Wynterbourn', William Warde, John le Sausier, Adam Bertelot, Roger de Stoke and John le Frankeleyn. Ambresbur'. Sunday after St. Nicholas the bishop 16 Edw. II.

Seal : missing ; tag.

Endorsement : Carta Roberti Pertout facta H. Curtais (? *contemporary*).

13 Dec.,
1322

12 Quitclaim, for 4 marks, by Thomas Partout of Ambresbury to Henry Curtays of Ambresbury of 9s. yearly rent from a messuage and a curtilage in Ambr', situated between the tenement of Thomas le Bakere on the west and that of Robert Kynore and Christine his wife on the east, with which premises he has enfeoffed Robert his son subject to the payment of the said rent during the grantor's life. Witnesses : John de Brodelegh', John Goion, John de Wynterburn', John le Sausier, William Warde, Adam Bartelot and Simon de Wyli. Ambr'. Monday the feast of St. Lucy the Virgin 16 Edw. II.

Seal : round ; $\frac{7}{16}$ " ; (?) device or monogram illegible ; red wax ; tag.

Endorsements : (i) Quietaclamancia Thome Pertout facta Henrico Curtais de tenemento in Ambr'. (? *contemporary*)

(ii) A free release and grant from Thomas Parcourt [*sic*] de Amesbury to Henry Curteis ibidem of a quit rent of 9 shillings due upon his house and released for 4 marks. Dat' anno regni regis Edwardi filii regis Edwardi 6^{to} decimo (*Hayward*).

18 Mar.,
1323

13 Gift with warranty by Stephen le Carpenter of Winterbourn' to Henry Curteis of Ambresbur' of a tenement with a curtilage which he had in the town of Ambresbur' of the gift and feoffment of Richard le Bubber, situated between the tenement of John Goion and the then tenement of Thomas le Frie. Witnesses : Thomas Aucher, John de Monemughe, John Goion, John le Sausier, John Kitewyne, William Warde,

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Henry le Irisshe and John le Frie. Ambr'. Friday after St. Gregory the Pope 16 Edw. II.

Seal : as **12**.

Endorsement : Carta Stephani carpentarii facta Henrico Curtais de quodam tenemento in Ambr' (? *contemporary*).

10 June,
1323

14 Gift indented (*reddidi et concessi*) by John Cittewyne to Henry son of John le Vynaz of 1 messuage and 6 ac. of land in Westambresbury, saving to him the customs and services which Henry and his ancestors used and ought to perform thereon and all rights which can fall to him by reason of the said lordship. Witnesses : John Goion, William Warde, John de Wynterburn', John le Fraunkelayn and Henry de Ambresbury. Ambresbury. Friday before St. Barnabas 16 Edw. II. *Defective*.

Seal : missing ; tag.

Endorsements : (i) A very ancient grant in fee from John Cancelwine [*sic*] to Henry the son of John le Vynar [*sic*] of a messuage and 6 acres of land in West Ames[bury]. Dat' 16 Nov^{ris} anno regni regis Edwardi filii Edwardi regis 6^{to} decimo (*Hayward*).

(ii) 388 years ago (*Hayward*).

17 Sept.,
1323

15 Gift with warranty by Maud who was the wife of Richard le Bubbere to Henry Curteys of Ambresbur' and Joan his wife of 1 messuage with a curtilage adjacent and with another messuage lying at the eastern head of the said curtilage which lie in Ambresbur' in Pouncetestret between the tenement of the said Henry and the tenement sometime of Poncius Florak. Witnesses : John Gugon, John de Winterburne, John le Sauser, John Kytewine, John le Fraunkeleyn and John le Frie of Bulteford. Ambresbur'. Saturday after the feast of the Exaltation of the Holy Cross 17 Edw. II.

Seal : missing ; tag.

Endorsement : Carta Matillis Bubber' facta Henrico Curtays et J. uxori ejus (? *contemporary*).

Tied to **9** and **20**.

7 Aug.,
1328

16 Gift with warranty, for a sum of money, by Henry Curteis of Great Ambresbur' to Thomas Houwes baker (*pistori*), Margery his wife and the heirs of their bodies of 2 messuages with curtilages which he has in the same town of the gift and feoffment of Robert son of Thomas Pertout and Maud sometime the wife of Richard le Bubbere merchant, to wit, 1 messuage with a curtilage situated between the messuage sometime of Robert Kynore and Christine le Fournour his wife and that of the donee, and the remainder of that messuage and curtilage situated in Pouncestes Strete between the messuages

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of John Goioun and Thomas le Frye, a moiety of which messuage and curtilage Eleanor who was the wife of John le Dun holds for life and which ought to revert to the donor. Remainder to the right heirs of Thomas Houwes. Witnesses : John son of Thomas Aucher, John Goion, John le Sauser, John Kyte-wyne, John le Frankeleyn, Henry le Templer, Henry le Ireys and John le Frye of Bulteford. Ambr'. 7 Aug. 2 Edw. III.

Seal : round ; $\frac{1\frac{1}{2}}{16}$ " ; armorial—a bend charged with three roses—the shield is supported from behind by a female figure and below it (?) a rose is suspended ; legend (? *lombardic*) . . . LA ROSE POSE ; green wax ; tag.

Endorsements : (i) Carta Henrici Curtays facta Thome Hughes et Margerie uxori sue et heredibus de corporibus eorum legitime procreatis de quibusdam tenementis in Ambr' (? *contemporary*).

(ii) *eight lines regularly disposed in the form of a star.*

between 13
and 20 Oct.,
1330

17 Left-hand indenture of a final concord between John Whiton plaintiff and Henry de Glastyngbury deforciant of 1 messuage, 1 carucate of land and 25 acres of meadow in Langeford' and Brutford' by New Salisbury, which Maurice de Baunton, William de Sancto Omero and Geoffrey de Werenistr' hold for Maurice's life. Plea of covenant. Deforciant has acknowledged the premises to be the right of the plaintiff and has granted to him the remainder thereof. Consideration 20 marks. Westminster. Made 3 weeks from Eas. 3 Edw. III [between 14 and 21 May 1329] recorded and granted quin. Mic. 4 Edw III.

Endorsements : (i) Amysbery (c. 16th cent.).

(ii) " Deedes concerning Amsbury tempore R.2 E. (?) 4. N. 8 " (c. 17th cent.).

29 Sept.,
1331

18 Grant by John le Saucer of Little Aumbresbur' and Hugh de Greselegh, chaplain, to John son of William Everard of the remainder of (i) a tenement with a croft which Alexander de Wylegh' holds for life in Great Aumbresbur' by demise of John Goion, which ought to revert to the grantors or to John le Saucer's heirs and (ii) a tenement with a croft and land with pasture, which Ralph le Pope held for life in Great Aumbresbur' by demise of John Goion and which ought to revert (*as before*). Witnesses : John de Longeford, John Auch', John de Wynterbourne, William le Ireis, John le Frauncleyn of Little Aumbresbur', William le Clerk of Neuton and John le Frie of Bulteford. Aumbresbur'. Sunday Michaelmas 5 Edw. III.

ANTROBUS DEEDS

Seals : (i)—(iii) missing ; fragment of tag of (i).

Endorsement : Carta Johannis le Saucer et Hugonis de Griselegh facta Johanni Everard de terris et tenementis que fuerunt Roberti le Pope in Ambr' (? *contemporary*).

19 Nov.,
1335

19 Gift with warranty by Maud daughter of William sometime baker (*furnarii*) of Ambresburi to John le Frye of Bulteforde and Cecily his wife of a messuage with a curtilage in the town of Ambresbiri, situated between the tenements of Thomas Partut and Robert Sakary. Witnesses : John Goion, William Hyrays, William le Clerk, John le Sauser, John le Fraunkelayn, Philip le Lange and John Sille. Ambresburi. Sunday before St. Edmund the King 9 Edw. III.

Seal : round, $\frac{1\frac{1}{2}}{1\frac{1}{6}}$ " ; armorial—escutcheon illegible ; legend (? *lombardic*) illegible ; green wax ; tag.

Tied to **4**.

31 Aug.,
1339

20 Gift with warranty by Margery who was the wife of Thomas Hughes of Great Ambresbury, in her widowhood, to Thomas her son of a tenement which she has of the gift and grant of Thomas Partout, situated in Carpenter Street (*in vico carpentarii*) in Great Ambresbury between her own tenement and that of Richard Selke. Witnesses : John Goioun, John le Frie, John le Fraunkeleyn, Robert le Mareys, Adam le Saucer and Henry Lyrisshe. Ambresburi. Last August 13 Edw. III.

Seal : round ; $\frac{1\frac{1}{2}}{1\frac{1}{6}}$ " ; (?) device—illegible ; legend (*lombardic*) illegible ; red wax ; tag ; broken.

Tied to **9** and **15**.

27 March,
1350

21 Gift with warranty by Robert de Lemynton' to Robert Daubeneye of Nywton' Thony, Alice his wife and the heirs of his body of a tenement in Nywton' Thony, situated between the tenement of John le Gynes on the north and the tenement of Alice de Aunc on the south, and $8\frac{1}{2}$ ac. of land adjacent in the fields of Nywton' Thony. Witnesses : John de Thacham, William le Graunt, Robert le Noble, John le Gynes, Nicholas le Taillour and Henry Stout. Nywton Thony. Saturday Easter Eve 24 Edw. III.

Seal : oblong ; $\frac{1\frac{1}{6}}{1\frac{1}{6}} \times \frac{1\frac{1}{6}}{1\frac{1}{6}}$ " ; pictorial—two figures (?) seated, with haloes ; legend (*lombardic*) illegible ; red wax ; tag ; defective.

Endorsement : A grant in fee of one tenement and eight [*sic*] acres of arable land in Newton Tony from Robert de Limmington to Robert Daubenney and his wife and heirs for ever. Dat' anno regni regis Edwardi tercii vicesimo quarto post conquestum (*Hayward*).

ANTROBUS DEEDS

under the hill (*monte*) of Richard Panysfote on the west side, 1 ac. beyond the way leading to Stonehenge and between the land of William Daungeon' on the north side and [the land of] Margaret Robenys on the west side, 1 ac. in Whytdecheforlange [between the land of] Floracke on the south side and [the land of] Margota Robynes on the north side, in Smaldene 3½ ac. [between the land of] Walter Combe on the north side and [the land of] Thomas Sauser the elder on the south side, in Bottys 2 ac. [between the land of] Thomas Fraunkeleyn the elder on the south side and [the land of] Thomas Sauser on the north side, in Berneforlange 2½ [between the land of] Margota Robynes on the north side and John Hobbys on the south side ; Bokyrmede lies between the meadow of the prioress of Ambresbury on the east side and [the land of] Thomas l'raunkeleyn the elder on the west side. Witnesses : William Upton, Walter Kerdevyle, Richard Noble, Adam Shepereue, John Hobbys and William Maryon. Westambresbury. Feast of George [*sic*] 2 Ric. II.

Seal : round ; $\frac{8}{16}$ " ; monogram—M (*lombardic*) ; red wax ; tag.

Endorsement : A grant in fee from Thomas Franklin de West Amesbury of eleven acres and one rood with one meadow called Bochermead to John Madynton and his heirs. Dat' anno regni regis Richardi (?) secundi (*Hayward*).¹

3 Feb., 1380 **29** Gift by William Tannere and John Croucheston of Ambresbury to John Madynton of Westambresbury of 1 toft and 6 ac. of arable land in the town and fields of Westambresbury, late of John Elysaundre of Gomeldon, which the donors lately had of the gift and feoffment of Margery le Vynas late the wife of William Robyn of Durneforde. Witnesses : John Harwedon', William Harnam, Robert Elysaundre and John Fryssoche. Ambresbury. Friday the morrow of the Purification 3 Ric. II.

Seals : (i) as **27**.

(ii) round ; $\frac{8}{16}$ " ; monogram—M, within a pattern of interlaced triangles ; red wax ; tag.

Tied to **26** and **27**.

25 June,
1380 **30** Grant by William Bouklonde and Walter Wynchecombe chaplains, Walter Chippenham, Robert Daubeneye and Robert Crekkelade to John Madynton, clerk, of the reversion of lands, tenements, meadows, pastures, rents, services, reversions, wardships, marriages, reliefs and escheats which they had in the towns and fields of Estambresbury and Westambresbury.

¹ This endorsement has been partially cancelled with a cross, the word " Stonehenge " written over it and the date 1379 rewritten beside it, all in blue pencil in a modern hand.

ANTROBUS DEEDS

Witnesses : Nicholas Wodhulle, then sheriff of Wilts, Nicholas Bonham, William Uptone, Walter de Combe, William Wattes and Robert Elisaundre. Boscombe. Monday after the Nativity of St. John the Baptist 4 Ric. II.

Seals : (i) round ; $\frac{1\frac{2}{8}}{1}$ " ; device—paschal lamb and banner surmounted by a cross ; legend (*lombardic*)—ECCE AGNUS (?) DI ; red wax ; tag.

(ii) round ; $\frac{1\frac{2}{8}}{1}$ " ; (?) personal mark—four balls connected by a cross ; legend (*lombardic*) illegible ; red wax ; tag.

(iii)-(v) missing ; tags.

8 Dec., 1383 **31** Quitclaim by the same to the same. Aumbresbury. Tuesday the feast of the Conception of St. Mary 7 Ric. II.

Seals : (i) as (i) in **30**.

(ii) and (iv) as (ii) in **30**.

(iii) round ; $\frac{1\frac{5}{6}}{1}$ " ; armorial—two (?) hounds affronted between two chevronels, as a canton a crescent ; legend (*black letter*)—SIGILLUM WALTERI CHIP-PENHAM.

(v) missing ; tag.

Tied to **30**.

22 July, 1384 **32** Gift and quitclaim (*dedisse, concessisse, remisisse, relaxasse et omnino de me et heredibus meis imperpetuum quietum clamasse*) by Thomas le Goyn to Roger Bouchier of Bulteford of a tenement with shop, gardens and curtilages in Great Ambresbury, which he and Walter de Combe deceased lately had of the gift and feoffment of John atte Halle of Ambresbury. Witnesses : Nicholas Bonham, John Madyngton, Thomas Spaldyng, John Harwedon, John Irissh, Walter Cardevill and William Upton. Ambresbury. Friday after St. Margaret the Virgin 8 Ric. II.

Seal : round ; $\frac{8}{1\frac{6}}{1}$ " ; monogram—(?) G between sprigs ; black wax ; tag.

Endorsement : A grant in fee from Thomas le Boyn [*sic*] to Roger de Bourcher de Bulford of one messuage with shops, gardens, etc. in Great Amesbury. Dat' post festum sanctae Margaretae anno regni regis Richardi secundi octavo (*Hayward*).

2 May, 1385 **33** Lease indented for 100 years (*dedimus, concessimus et hac presenti carta nostra confirmavimus*) with warranty by Eleanor prioress of Aumbresbury and the convent to John Madynton her clerk of a garden and croft in Westaumbresbury, situated between the tenement late of John Sevyghe on the west and the tenement of the said John Madynton on the east. Yearly rent 2s., at the four principal terms. Aumbresbury. Tuesday after SS. Philip and James 8 Ric. II.

ANTROBUS DEEDS

Ralph to give a heriot after his death. The lessor to reenter the premises if the rent be 15 days in arrear and sufficient distress may not be found, if waste or destruction be committed in the tenement, closes, or gardens, or if the lands be alienated without his consent. The lessees shall have a hall of 4 bays (*copulis*) in the tenement and another house for sheep repaired without delay, and have a grange repaired and thereafter maintained at their own expense. Witnesses: Thomas Pauncefoot, John Madyngton, Robert Alisaundre, John Palton, William Symond, Richard Loukesharin and Thomas Bolde. Westambresbury. Monday after St. Dunstan the bishop 20 Ric. II.

Seal: hexagonal; $\frac{8}{16}'' \times \frac{7}{16}''$; armorial—a mullet of six points within a crescent; red wax; tag.

Endorsement: An indenture of lease granted from W^m Sanyer [*sic*] to Ralph Messenger and Olive his wife of Little Amesbury. Dated after the feast of St. Dunstan Bishop anno regni regis Richardi 2^{di} vicessimo (*Hayward*).

Same date **38** Counterpart of the foregoing to which is annexed a schedule containing the same specification of the property as is contained in the conveyance with the addition of the words "also pasture [for] 170 sheep" at the end.

Seals: (i) round; $\frac{8}{16}''$; monogram—R between two sprigs; red wax; tag; defective.

(ii) hexagonal; $\frac{8}{16}'' \times \frac{6}{16}''$; (?) personal mark—the letter R (the tail branched into a sprig) and two sprigs, a Y-shaped figure with a stroke through the tail, and two chevrons.

Endorsements: (i) "Indenture of Westambresbury bowndyng land and number of schepe" (*c. 15th cent.*).

(ii) "Read" and a cross all in black pencil.

21 Feb., 1399 **39** Partition tripartite indented between Adam Shepereue and Edith his wife, John Madynton and Idonia his wife, John Croucheston and Alice his wife of the inheritance falling to Edith, Idonia and Alice cousins and heirs of Thomas Bakere late vicar of Durneford upon the death of the same; to wit: Adam and Edith shall have 20s. yearly rent of that messuage and 6½ ac. of land which John Harald and Joan his wife hold for life, and after their death the premises shall remain to Edith; the others shall have 1 messuage late of Thomas Gosey and 1 messuage late of Walter Wormelynche; Adam and Edith shall render yearly 3s. 10d. in equal portions at Easter and Michaelmas to the others. John and Idonia Madynton and John and Alice Croucheston and the heirs of Idonia and Alice to distrain if the rent be 15 days in arrear. Witnesses: Richard Noble, John Harald, John Tannere, Robert Hert,

ANTROBUS DEEDS

John Harnham, Humphrey Bremmere and William Croucheston. Ambresbury. Friday before St. Peter in the Chair 22 Ric. II.

Seal : round ; $\frac{14}{16}$ " ; (?) pictorial—(?) a seated human figure ; red wax ; tag ; defaced.

- 1 July, 1399 **40** Release of all actions, plaints and demands, real and personal, by John Hayward "corves'" of New Salisbury against Henry Dybull "corves'" of Ambresbury. New Salisbury. 1 July 23 Ric. II.

Seal : irregular oval ; $\frac{9}{16}$ " \times $\frac{7}{16}$ " ; device—(?) a pear with foliage ; red wax ; tongue [*a second tongue to which a seal does not seem to have been attached is pendant to the deed*].

Endorsement : A release. K. Rich^d the 3^d [*sic*] 23^d of 1 (*Hayward*).

- 24 Apr., 1405 **41** Gift indented by Idonia relict of John Madyngton to Henry Popham, John Murton parson of Langford, Richard Beneton chaplain and John Hobbes of Westambresbury of lands, rents and reversions in the towns and fields of Great Ambresbury and Westambresbury. The donees grant that they will reenfeoff Idonia or enfeoff others nominated by her when required or else that it shall be lawful for her to reenter the premises. Witnesses : William Daungens, Henry Thorp, Robert Alysaundre, Robert Combe and John Thurbourne. Westambresbury. Morrow of St. George 6 Hen. IV.

Seals : (i)—(iv) missing ; tags.

- Same date **42** Counterpart of the foregoing.

Seal : as in **35** ; tags.

Endorsement : A grant in fee from Idoiny the widow of John Madrington [*sic*] to Henry Popham, Jo^b Marten [*sic*], parson de ecclesie Langford, Ric^d Benneton, chaplain, and John Hobbes de West Amesbury, of all the lands and estate in East Amesbury and West Amesbury in trust for Idoiny and her heirs. Dat' in crastino Sancti Georgii anno regni regis Henrici 4^{ti} 8^{to} (*Hayward*).

- 19 Apr., 1406 **43** Gift with warranty by the same, in her widowhood, to John Croucheston of Estambresbury and John Hobbes of Westambresbury of all her lands, rents and reversions in the said towns. Witnesses : William Daungens, Richard Frome, Robert Alysaundre, Thomas Spaldyng and John Inghram. Westambresbury. Monday before St. George 7 Hen. IV.

Seals : (i) and (ii) as in **35** ; tags ; broken.

ANTROBUS DEEDS

31 Jan., 1428 **46** Gift indented (*dimisimus, concessimus, feoffavimus et hac presenti carta nostra confirmavimus*), in the name of St. Mary and All Saints, by Richard Oseney, and John Bele and Walter Mouslowe, chaplains, to Henry Newdyk and Margaret his wife daughter of the said Richard and the heirs begotten between them of their lands in Eport, Worcester, in which Richard Hosier, Richard Pypere, William Lyncoln, (blank) Fisser and Robert Quarell dwell and hold of the gift (*dimissione*) of Richard, and which were of Adam Revell, Isabel his wife and John their son. Reversion and remainder to Richard Oseney. Also gift (*concessimus et dimisimus*) of lands which they have for life in Eport, Worcester, of the preceporoy of St. Wulstan of Worcester by gift (*dimissione*) of John Revell, which he has by gift (*dimissione*) of Isabel wife of Adam Revell until the term of certain indentures made by the preceptor of St. Wulstan to Adam and Isabel. Witnesses : Geoffrey Frer' and William Miles, bailiffs of Worcester, Robert Nelion, Baldwin Patenmaker and Robert Dyer, in whose presence seisin has been delivered. Worcester. Saturday after the Conversion of St. Paul 6 Hen. VI.

Seals : (i) oblong ; $\frac{9}{16}'' \times \frac{5}{16}''$; device—an eagle displayed ; green wax ; tag, cut into three tongues to which (ii) and (iii) have also been attached ; broken.

(ii) green wax ; fragment.

(iii) missing.

Endorsements : (i) Ric' Ossney, Joh' Bele and Walter Mouslowe.
(ii) (*added*) "to Henry Newdycke and hys wyfe and to there eyers of there bodys lawfully begotten of Gorrawayes and Poles landdes and howses in Eporte." (c. 15th cent.).

? 31 Jan.,
? 7 Feb.,
1428

47 Quitclaim with warranty by Alice Gole relict of Richard Gole and daughter and heir of John Frankeleyn to Thomas Saucer of her right in her lands, rents and services in the town and fields of Westambresbur', co. Wilts. Witnesses : Laurence Gowen, John Gilberd, Richard Smyth, Robert Foster and Richard Hay. Schafton'. Saturday in the feast of the Purification¹ 6 Hen. VI.

Seal : round ; $\frac{12}{16}''$; black wax ; tongue ; defaced and broken.

11 Nov.,
1429

48 Gift indented with warranty by Walter Pauncefote esquire to Robert Pauncefote his brother and the heirs of his body of his manors of Litel Ambresbury, co. Wilts, and Wurthi Pauncefote, co. Hants, with condition for annulment and reentry if the grantee shall alienate the estate. Witnesses :

¹ Purification 1428 fell on a Monday.

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John Poulet, John Benton, John Rokell, Thomas Brown, esquires, and John Fortescu. Martinmas 8 Hen. VI.

Seal : missing ; fragment of tag.

Endorsement : Ambrosbury and Wurthi Pauncefote (c. 16th cent.).

30 July, 1437 **49** Gift with warranty by Thomas Saucer to John Marmell and John Morys of 1 messuage, 140 ac. of arable land, 4 ac. of meadow, pasture for 155 sheep, 6 horses, 14 fat beasts (*grossa animalia*) and 16 pigs in the town and fields of Westambresbury. Also gift of 1 messuage with 2 cottages and 1 virgate of arable land, 2 ac. of meadow and feeding for 70 sheep, 4 horses, 8 fat beasts and 8 pigs in the town and fields of Estambresbury. Also gift of all lands, rents, reversions, services and fisheries which he has in the said towns and fields. Witnesses : William Dangens, Ralph Thorp, John Combe, Ralph Lytelcote and Edmund Penston. Westambresbury. Tuesday after St. James the apostle 15 Hen. VI.

Seal : missing ; tag.

Endorsement : A grant in fee from Thomas Saucer to John Marwell [*sic*] and John Morris of all his lands, tenements, pastures, fishings, etc., in East Amesbury and West Amesbury. Dat' die Martis post festum Sancti Apostoli Jacobi regnoregis Henrici sexti quinto decimo (*Hayward*).

5 Aug., 1437 **50** Gift with warranty by John Marmell and John Morys to Thomas Saucer, Christian his wife and Thomas' heirs of the premises described in **49** which they have of the said Thomas. Successive remainders to Robert son of Thomas, the heirs of his body, Christian daughter of Thomas, the heirs of her body, Isabel wife of Walter Messenger daughter of Robert, the heirs of her body, Anne late the wife of Thomas Hobbes daughter of Robert, the heirs of her body, and the right heirs of Thomas Saucer. Witnesses : William Dangens, John atte Borgh, Ralph Thorpp, John Combe, Ralph Lytelcote, Edmund Penston and Richard Thacham. Westambresbury. Monday after St. Peter's Chains 15 Hen. VI.

Seals : (i) round ; $\frac{1\frac{5}{6}}{16}$ " ; device—two human heads affronted, above them three sprigs of a tree and below a heart, all within a circle, which in turn is surrounded by a seisefoil ; red wax ; tag.

(ii) oblong ; $\frac{9}{16}$ " \times $\frac{6}{16}$ " ; monogram—(?) R, surmounted by a crown ; red wax ; tag.

Same date **51** Duplicate of the foregoing.

Seals : (i) and (ii) as in **50**.

Endorsements : (i) Westambresburi partem Th. Saucer (? *contemporary*).

(ii) Ambresbur (? *contemporary*).

(iii) 6.

ANTROBUS DEEDS

1454

58 Letters of confraternity granted by Robert minister of the house of St. Radegund, Thelisford, Worcester diocese, of the Trinitarian order, and vicar general and provincial of the same order in England, to William Clerke and Margaret his wife. Amongst the apostolic privileges granted to him and his order by the Holy See of ancient times, and canonically confirmed anew, are certain special grants of the following content : to all those being truly penitent and having confessed or being willing to confess, who shall entend helping hands for the support of the said order, as often as they shall give their alms, there is relaxed a third part of the pain of the penance of their confessed crimes, together with the papal benediction, i.e. 6 years and 80 days of the penance enjoined ; that all *confratres* and *consorores* of the order, who give a certain quantity of their goods and who yearly bestow benefits upon the brethren and summoners (*nunciis*) of the order and at death bequeath certain of their goods to the same, shall be entitled to choose yearly a fit priest for their confessor, who shall have power to grant them plenary absolution of all their sins of which they are truly contrite and which they have confessed ; that every *confrater* shall have a writing of the said fraternity to the effect that ecclesiastical burial be not denied to him by what death soever he may die unless he shall have been by name excommunicated ; that the same confessor may commute into other works of piety vows of pilgrimage and abstinence that have been neglected if they cannot be conveniently kept (vows beyond the seas of the blessed Peter and Paul and James always excepted) ; that any benefactor who dies within the year, truly contrite and having confessed his sins, shall by the Pope's special grace be absolved, the chapter *de abusiomibus* notwithstanding. The sum of which indulgences yearly granted to the said beneficiaries is 700 years and as many quadragenes in remission of temporal pains ; and they are also given a share in all other prayers (*suffragiis*) of the order. 1454.¹

Endorsements : (i) This seems by some legible men to be a charter of pardon but it being so defaced and obliterated that it is impossible clearly to read as to understand to whom or for what offence. 1453 (c. 18th cent., hand A).
(ii) 4.

11 March,
1455

59 Gift with warranty by John Dibyll of Great Ambresbury to Richard Umfray and John Boner of a messuage with a curtilage and garden situated in Ambresbury between the tenement of Robert Beryn on the south and the cottage of William Dyer on the north. Witnesses : Richard Combe, Robert Beryn, Robert Saucer, Thomas Bailly, Walter

¹ Transcribed on p. 122.

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Messynger, Thomas Bondy and Thomas Hobbis of West-ambresbury. Great Ambresbury. 11 March 33 Hen. VI.

Seal: round; $\frac{6}{16}$ " ; device—a bird, wings displayed and inverted; red wax; tag.

Endorsement: A free grant from John Sybel [*sic*] de Amesbury Magna to Richard Umphreys and John Bonner of one tenement with curtilage and garden. Dat' 11 die mensis Martii and [*sic*] regni regis Henrici 6^{ti} tricesimo tertio (*Hayward*).

12 Mar.,
1455

60 Lease for life (*dedimus, concessimus et hac presenti carta nostra confirmavimus*) by Richard Umfray and John Boner to John Dibyll of Ambresbury of a messuage with a curtilage and garden in Ambresbury between the tenements of Robert Beryn on the south and of William Dyer on the north, late of the grantee's gift. Remainder to Simon Cooke and Christian his wife and the heirs of their bodies. Yearly rent 2s. at Michaelmas to Edith daughter of John Dibyll [and] wife of John Shete, for her life. Reversion to the right heirs of John Dibyll. Witnesses: John Leneden esquire, Richard Combe, Robert Beryn, Robert Saucer, Walter Messynger, Thomas Bailly and Thomas Hobbis. Ambresbury. Wednesday the feast of St. Gregory the Pope 33 Hen. VI.

Seals: (i) as (i) in **57**.

(ii) oval; $\frac{7}{16}$ " \times $\frac{8}{16}$ " ; (?) personal mark—2 convex arcs connected in the middle by a broad line, between 2 arrows, surmounted by a T-shaped figure; red wax; tag; broken.¹

24 March,
1457

61 Quitclaim by Margery Coke of Maydeston co. Kent, in her widowhood, to John Chalke her son of her right in a messuage in Stonestrete between the king's highway (*stratam*) there towards "est," her messuage towards "south," the messuage of John Felde towards "north" and a piece of land of Walter Miles towards "west," as metes and bounds on every side divide and show it. 24 March 35 Hen. VI.

Seal: missing; tag.

Endorsements: (i) H.6. a^o 35.

(ii) Margery Cooke } Release of a mes-
to } suage in Stone Street
John Chalke her son } in Maidstone in Kent

Dat' 24th March 35th Hen: 6th 1457 (c. 18th cent., hand B).

31 March,
1459

62 Gift with warranty by Robert Saucer to James Broune and William Gurney of a capital messuage, 40 ac. of arable land, 5 ac. of meadow [and] pasture for 205 sheep, 6 horses,

¹ This seal is similar to, but not identical with, **68** (iii).

ANTROBUS DEEDS

16 fat beasts and 18 pigs in the town and fields of Westambresbury. Also gift of a toft, with a cottage and a virgate of arable land, 2 ac. of meadow, and pasture for 70 sheep, 4 horses, 8 fat beasts and 8 pigs in the town and fields of Estambresbury. Also gift of lands with meadows, pastures and feedings in Berewyke Saint James and Chaldryngton, co. Wilts, with lands and tenements, meadows, feedings, pastures, ways, paths, fishings (*piscariis*), stanks, banks, rents, reversions, wardships, marriages, reliefs, services and escheats in the towns and fields of Westambr' and Estambresbur'. Witnesses: John Mervyn, Gregory Westby, Robert Osberne, Thomas Crekadew clerk, Robert Beryn, Thomas Bondy and Thomas Hobbes. Westambresbury. Saturday last March 37 Hen. VI.

Seal: round; $\frac{7}{16}$ " ; pictorial—(?) a devil's head; legend illegible; red wax; damaged; tag.

Endorsement: West Ambrisbury (? *contemporary*).

25 April,
1463

63¹ Gift with warranty by William Colville of Winchester and Juliana his wife late the wife of Robert Beryn of Great Ambresbury to Thomas Bondy and Alice his wife of a messuage with a curtilage and garden in Great Ambresbury between the tenements of John Dyble on the north and of William Noble on the south, 2 ac. of arable land in the fields of Ambresbury late of Richard Richeman clerk, a messuage with a curtilage adjacent in the town of Ambresbury between the tenement of Robert Beryn on the west and the tenement of the prioress of Ambresbury in which Walter Butte now dwells, a toft with a close adjacent in Froglane in Great Ambresbury between the close of Robert Wodeford on the south and the tenement of sir John Southe knight on the north, a messuage with a curtilage adjacent in Great Ambresbury between the gate late of John Combe which Robert Beryn lately held on the south and a cottage late of John Combe on the north, with a garden, croft and 3 ac. of land adjacent to the messuage called Sexteyns, $1\frac{1}{2}$ ac. of arable land alternately (*adinvicem*) in Great Ambresbury field in the tillage (*cultura*) called le Millelond between the lands of the prioress of Ambresbury and John Sextayn; all which Juliana lately had of the gift of Robert Beryn. Witnesses: Robert Saucer, Thomas Bailly, William Thacham, Richard Umfray and John Boner. Great Ambresbury. 25 April 3 Edw. IV.

Seals: (i) round; $\frac{7}{16}$ " ; device—a bird with foliage; legend (*black letter*)—VOVE; red wax; tag.

(ii) octagonal; c. $\frac{7}{16}$ " ; monogram—W; red wax; tag; broken.

¹ Taken from a bundle of deeds numbered 1 to 8, all of which except this one are *post* 1685 and deal with the Hearst family.

ANTROBUS DEEDS

- Endorsements* : (i) Richard Bundyes deed (? *contemporary*).
 (ii) No. 1 (c. 18th cent.).
 (iii) 25th of April in the 3rd year of Edward the 4th (c. 18th cent.).
 (iv) A grand deed (c. 18th cent. but a *different hand from* (iii)).

2 Apr., 1466 **64** Gift with warranty by William Towlonde of Westeharenham by Salisbury and Joan his wife, daughter and heir of John Prinse of Great Amebresbu' cousin of Agnes wife of Walter Buttoston, to Robert Sawcer of Great Amebresbur' "gentyllman" of a tenement with a curtilage and garden adjacent, with their arable lands which they have in the town and fields of Amebresbur' co. Wilts. Witnesses : John Clevedon, Thomas Nores, Thomas Bayly, Robert Herene and Thomas Bundy. Amebresbur'. Wednesday in Easter week 6 Edw. IV.

Seals : (i) round ; $\frac{8}{16}$ " ; device—a cornucopia surmounted by 2 equilateral triangles on a common base ; red wax ; tag.
 (ii) oval ; $\frac{6}{16}$ " \times $\frac{8}{16}$ " ; monogram—(?) P ; red wax ; tag.

30 Dec., 1467 **65** Gift by Robert Herne to Robert Sawcer "gentyllman" of the tenement which he lately had by the gift and feoffment of the said Robert situated in Great Ambresbur' co. Wilts beside the tenement late of Richard Unfray and now of William Clerke. Witnesses : John Mompesson, Thomas Boneham, Edmund Lamberd, Richard Woodhille and Thomas Bundy. Ambresbur'. Wednesday before Circumcision 7 Edw. IV.

Seal : round ; $\frac{8}{16}$ " ; device—a heron, wings displayed and inverted ; red wax ; tag.

Endorsement : A grant in fee from Robert Herne of Amesbury to Robert Sawcer *ibid'* of one tenement. Dat' anno regni regis Edwardi 4th septimo (*Hayward*).

9 Nov., 1472 **66** Quitclaim with warranty by Richard Iwen otherwise Ewyn of Burghchalk son of John Iwen to Thomas South and Richard South elder son of Thomas of his right in lands, rents and services in Tholveston, Upton Escudemor and Chaldecote co. Wilts, which the grantees lately had by the gift and feoffment of John his father and which sometime were of William his grandfather (*proavi*). Witnesses : Robert Barell, Thomas Onewyn, Thomas Beek, Thomas Burton and Richard Kirton. Tholveston. 9 Nov. 12 Edw. IV.

Seal : missing ; tag.

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Endorsement : A grant in fee from Rich^d Ibbon *alias dict'* Rich^d Ebbyn the son of John Ebbyn to Thomas South and Rob^t South son of the said Rob^t [*sic*] South of all that his estate in Tholmeston [*sic*], Upton Estudmore [*sic*] and Chaldecot in com' Wilts. Dat' apud Tholmeston nono die Novembris anno regni regis Edwardi quarti post conquestum duodecimo (*Hayward*).

29 Sept.,
1474

67 Lease indented for 40 years by Robert Saucer to William Clerke of Great Ambresbur' and Margaret his wife of a tenement with a garden in Marleborghstrete between the tenement of the lessees called "le yatehous" and the tenement of the prioress and convent, the garden whereof extends from the said tenement to the lessor's garden which he lately recovered from Christine daughter and heir of John Dyble. Yearly rent of 7s. in equal portions at Easter and Michaelmas. The lessees covenant to build the tenement anew in manner fit for dwelling in, as in hall, chamber, shop and solar, with all parcloses, keep them in repair at their own expense and so repaired to leave them. The lessor to distrain upon the premises if the rent be 15 days in arrear, and to reenter if (i) the rent be six weeks in arrear and no distraint can be found, (ii) the new building be not complete within 4 years, (iii) the tenement be not afterwards kept in repair or (iv) the interest be leased to another. Great Ambresbur'. Michaelmas 14 Edw. IV.

Seals : (i) round ; $\frac{9}{16}$ " ; (?) personal mark—(?) 2 convex arcs connected by 2 parallel lines ; red wax ; tag ; broken.
(ii) round ; $\frac{7}{16}$ " ; (?) personal mark—(?) the letter W with the first downward stroke adorned with a cross and pierced by a rod with hooked ends and a crescent ; red wax ; tag.

Endorsement : A lease of 40 years from Rob^t Saucer of Great Amesbury to W^m Clarke and Margaret his wife of one messuage and garden lying in Marlborow Street of Amesbury. Dat' anno regni regis Henrici [*sic*] quarti quatuordecimo (*Hayward*).

19 Feb., 1476

68 Gift with warranty by the same to Roger Tocotes, John Weston, Thomas Delamare and William Weston knights, Henry Longe esquire, James Broune and Thomas Saunders of all his lands in Estambresbury, Chaldryngton and Berewyke St. James, and release of his claim in a tenement in Ambresbury, between the tenements of William Clerke and Henry Lane, late of John Dyble and in which Henry Lane now dwells, and in 3s. 10d. of yearly rent issuing therefrom. Witnesses : Thomas Bundy, William Clerke, Gilbert Cowell, Thomas Cardemaker

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and John Lange. Ambresbur'. Monday before St. Mathias
15 Edw. IV.

Seal : round ; $\frac{8}{16}$ " ; (?) pictorial—(?) a devil's head with scroll-
work ; red wax ; tag.

18 Mar.,
1476

69 Gift with warranty by Henry Lane and Christine his wife, John Shete and Edith his wife, daughter and heir of John Dible, to Walter Bonham esquire, Robert Saucer and Stephen Semar of 2 messuages with curtilages and gardens situated together in Ambresbury between the tenement of Thomas Bondy on the south and the tenement of William Clerk on the north, and all lands, rents, reversions and services in Ambresbury or elsewhere in Wiltshire. Witnesses : William Mayn, Ralph Litelcote, James Broun, Thomas Bondy and William Clerk. Ambresbury. 18 Mar. 16 Edw. IV.

Seals : (i) round $\frac{8}{16}$ " ; " ; monogram—(?) I.W. ; black wax ; tag.

(ii) round ; $\frac{8}{16}$ " ; (?) personal mark ; black wax ; tag ; broken.

(iii) rough oval ; $\frac{6}{16}$ " \times $\frac{7}{16}$ " ; (?) personal mark (?) 2 parallel lines, connected in the middle by a vertical line, between 2 broad arrows ; black wax ; tag.

(iv) round ; $\frac{6}{16}$ " ; (?) personal mark—(?) 2 convex arcs connected by 2 parallel lines ; black wax ; tag ; defective.

Endorsement : A grant in fee from Henry Lane and Christⁿ his wife, John Scete and Edith his wife, daughters and heiresses of John Sible, to Walter Denham armigero, Rob^t Sawcer and Stephen Semar of two messuages with lands and gardens lying in Amesbury to them and their heirs for ever. Dat' apud Ambresbury decimo octavo die mensis Martii anno regis Edwardi 4ti post Conquestum 6^{to} decimo (*Hayward*).

between 18
and 25 Nov.,
1476

70 Right-hand indenture of a final concord between Robert Sauser plaintiff and Henry Lane and Christine his wife, John Shete and Edith his wife, daughter and heir of John Dyble, deforciant, of 4 messuages, 2 tofts and 30 ac. of land, and pasture for 40 sheep and 6 beasts in Great Ambresbury and Chaldryngton. *Come ceo*. Quitclaim by deforciant and the heirs of Christine and Edith to plaintiff. Warranty. Consideration 40 marks. Westminster. Oct. of Martinmas 16 Edw. IV.

Endorsements : (i) Wiltes. Inter Robertum Sauser (? *contemporary*).

(ii) Chaldryngton (? *contemporary*).

(iii) Amsberye (? *contemporary*).

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of Great Ambresbury co. Wilts, widow, of a messuage with a curtilage in Marleburghstrete in Ambresbury aforesaid between the tenement of Richard Boner on the west and that of Robert Saucer on the east. Yearly rent 20s. Remainder [*sic*] to grantor. Witnesses: Robert Heyryn gentleman, sir John Stere and sir Richard Belton chaplains, John Frye, Thomas Cardemaker and John Cove clerk. Great Ambresbury. 26 Feb. 8 Hen. VII.

Seal: missing; tag.

Endorsements: (i) Amesbury (c. 17th cent.).

(ii) 26th Feb^{ry} 8th Henry 7th 1493. Lease of a house in Marlburgh Street Amesbury (c. 18th cent., hand C).

6 Mar., 1497 **75** Gift with warranty by Thomas Hobbys of Westambresbury to John Balet and Christine his wife of 1 messuage, $\frac{1}{2}$ virgate of land, 2 ac. of meadow, pasture for 1 horse and 5 oxen, 50 sheep, 2 rams (*cuillardos*) quit of herbage in his fold [and] 10 pigs in his pasture wheresoever he has it, all quit of herbage and pannage with his own [beasts] outside his courtyard (*cum meis extra curiam meam*). The donees shall fold every year 4 ac. of land with his fold, to wit, 2 in winter (1 before Martinmas and 1 before Christmas) and 2 in summer (1 before Whitsun and 1 before Lammas). Witnesses: Thomas Chaffyn, Robert Herne, John Cockes, Walter Wescomb and William Bundy. Westambresbury. 6 Mar. 12 Hen. VII.

Seal: round; c. $\frac{3}{16}$ " ; red wax; tag; defaced.

Undated
[c. end 15th
cent.]

76 Pedigree of John Goien. He had issue Robert and Crystyan. Robert died and Crystyan survived him, married John Saucer and had issue Robert and Thomas. Robert married Alyce Lytelcot and had issue Issabell, Anne and Johane. Issabell married Water Messenger and had issue John Messenger priest and Ede, who died without issue. Anne married Thomas Hobbys of Westambury and Johane [married] Gefferey Rolfe and died without issue. Anne and Thomas Hobbys had issue Thomas Hobbys now living. *English*.

Endorsement: 5.

26 July, 1502 **77** Lease indented tripartite for life (*tradimus, concessimus et hac presenti carta nostra tripartita confirmavimus*) by Walter Tornay, Walter Dauntsey esquire, John Criklade and John Dauntsey to Joan Sawcer relict of Giles Sawcer esquire of lands, rents, reversions, stanks, fisheries (*piscariis*), wards, marriages, reliefs, services and escheats in the town and fields of Estambresbury, Westambresbury and elsewhere in Wiltshire, which they lately had by feoffment of Giles. Remainder to Thomas son of Giles and Joan. Appointment of Walter

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Wescombe, Robert Gilbert and Thomas Baverstoke as attorneys to deliver scisin. Witnesses : Robert Willoughby and Stephen Payne esquires, John Diker, Thomas Chafyn, John Elys otherwise Baker, Gregory Morgayne and Nicholas Gore. Estambresbur. 26 July 17 Hen. VII.

Seals : (i), (iii) and (iv) missing ; tags.
(ii) red wax ; tag ; fragment.

Endorsement : A grant in fee from Walter Tornay, Walter Souther [*sic*] armig', Johannes Cricklade and John Souther [*sic*] to Johanna Sawcer of Litle Amesbury of all (?) their estate with fishery. Dat' anno regni regis Henrici septimi. No. (?) 510 (*Hayward*).

c. 26 Sept.,
1502

78 [? Extent of the lands] "late Thomas Hobbys now in variaunce dependyng betwene Gilbert Bekyngton and 4 doughters and heires of John Ball as particular hereafter apperith bi the view takyng the xxvj day of Septembr' the xvij yere of Kyng Henr' the vij by William Webbe, Robert Bedell, John Parkar senior, John Parkar junior and Jeefferey Symys.

" In primis Northam forlong shewtyng upon the Countes Fyld lying by Acr' Mele "	3 ac.
" Item ¹ in the Countes Fyld "	1½ ac.
" Upon Crockhill "	1 ac.
" Upon Crockhill next to Bedull "	1 ac.
" Upon Crockhill next to the Drove land "	1 ac.
" A halfe callyd Busshell halfe "	1½ ac.
" j acre shewtyng apon the vij barrowis "	1 ac.
" The hed land of the same "	½ ac.
" j acr' called Henstoneux acr' "	1 ac.
" j acr' upon Crockhill be twixt Bedull and Webbe "	1 ac.
" ij acr' shewtyng upon Whytlond furlong "	2 ac.
" j acr' Curroll furlong next my ladys vj acr' "	1 ac.
" iij acr' in the Westfilld in the buttefurlong "	3 ac.
" j ac. shewtyng upon Holdeane "	1 ac.
" The hed land of the same "	½ ac.
" ij acr' shewtyng upon Normantons Fyld "	2 ac.
" ij acr' in Acr' Mele shewtyng upon the grete barrow "	2 ac.
" Betwene the hill by Bedull and the barrow "	1 ac.
" j acr' by neth the barrow "	1 ac.
" j acr' at the West Crosse "	1 ac.
" j acr' under the hill next dreve land "	1 ac.
" j acr' shewtyng upon Bekyngtons barne "	1 ac.
" In Whyte Landes furlong by Acr' Mele "	4 ac.
" A halfe shewtyng upon the crosse by the hey wey "	½ ac.

¹ " Item " is repeated at the beginning of each line.

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“ At the end of the same next above sane ¹ save one acr ¹ ”	1 ac.
“ Shotyng upon the vij borrows ”	1 ac.
“ At the end of the same ”	$\frac{1}{2}$ ac.
“ Showtyng upon the crosse ”	$1\frac{1}{2}$ ac.
“ In the Wedowys furlong ”	3 ac.
“ In Haustapull ¹ furlong ”	1 ac.
“ Showtyng upon Hawbarrow ”	1 ac.
“ In Haybarrowe furlong ”	1 ac.
“ In the furlong by nethe the barrow showtyng to the towne ”	$1\frac{1}{2}$ ac.
“ The Whyte Acre a bove Long Lynces ”	1 ac.
“ In Byndene ”	$\frac{1}{2}$ ac.
“ Upon Crockhill ”	1 ac.
“ In the furlong showtyng upon Bosshell halfe ”	2 ac.
“ And di ¹ next the hed di ¹ of the same furlong ”	$\frac{1}{2}$ ac.
“ In Countes fild by neth the vij barrous ”	2 ac.
“ In Doodmans Dene in the same fyld ”	1 ac.
“ j acr ¹ at the end of the same dene called Hondystych ”	1 ac. ²
“ At Buttefurlong at the wallys end ”	1 ac.
“ At the endes of the same buttes showtyng to the Countes fild ”	1 ac.
“ A hed acr ¹ at the end of Bassely ”	1 ac.
“ In Northam furlong showtyng upon the medes ”	$4\frac{1}{2}$ ac.
“ Upon the gret wallys ”	$3\frac{1}{2}$ ac.
“ Upon the lytull wallys ”	$2\frac{1}{2}$ ac.
“ In the mylle landes ”	$1\frac{1}{2}$ ac.
“ In the Wytنام ”	1 ac.
“ Of the medogronde at Suthamme ”	$1\frac{1}{2}$ ac.
“ At More ”	$1\frac{1}{2}$ ac.
“ ij plottes of grounde callyd Lytull Mede ”	
“ A nother mede by the waters syde callyd Long Mede ”	
“ Another plotte of ground callyd Challcroft ”	
“ Another plotte at the forde ”	
“ John Huddesfyld ”	

“ xiiij more.”³

Paper roll of 4 sheets. English. Slightly defective.

Endorsement on f. 2 : Mr. William Sowȝtes.

6 June, 1510 **79** Letter of attorney of James Daubeney esquire and Elizabeth his wife appointing Peter Kentysbury, Robert Bedyll, Gilbert Gale and Richard Mercer to deliver seisin to

¹ *Sic* in MS.

² End of f. 3.

³ End of f. 4.

ANTROBUS DEEDS

John Rowe, Roger Eton, Thomas Marler, Charles Hoppyng and George Redyche of their manors of Lytill Amysbury co. Wilts and Paunsfotesworthy co. Hants, lands, rents, reversions and services in Lytill Amysbury and Paunsfotesworthy and a tenement in Chelyngton co. Somerset, which *inter alia* William Wosley there holds of them by the rent of 40s. yearly. Witnesses : Amyas Powlet knight, John Benyn and Alexander Buller esquires, John Ford a yeoman of the crown, and Amyas Benyn. 6 June 2 Hen. VIII.

Signed : James Daubency
Elyzabet Daubency

Seals : (i) and (ii) missing.

Endorsement : James Dawbeny's and Elizabeth's his wife's letter of attorney to Peter Ventysbury [*sic*], Robert Gedit [*sic*], Gilbert Gale and Richard Mercer to take possession of Little Amesbury. Anno regni regis Henrici 8^{vi} secundo (*Hayward*).

23 Apr., 1517 **80** Gift with warranty by William Sylverthorne son and heir of Avise Sylverthorne, one of the daughters and heirs of Thomas Hobbys of Westambresbury, to Gilbert Bekyngton of Westambresbury of his lands, rents, reversions and services in the towns and fields of Westambresbury. Appointment of Robert and William Gilberd as attorneys to deliver seisin. Witnesses : John Martyn, Robert Gilberd, William Gilberd, John Hebdyche and William Bundy. Great Ambresbury. 23 Apr. 9 Hen. VIII. *Defective*.

Seal : missing ; tag.

Endorsement : 14.

3 Oct., 1519 **81** Lease indented for life in survivorship by Giles Daubency, gentleman, to Robert Bidell, Alice his wife and John their son of the capital messuage or site of the manor of Westambresbury, demesne lands, a dovecote and a fishery (*piscar'*) in the water there, reserving rents of assize, casualties, fines and reliefs. Yearly rent 33s. 4*d.* at the four usual terms by equal portions. The lessor to distrain upon the premises if the rent be 15 days in arrear and to reenter if it be one year in arrear and sufficient distress cannot be found. The lessees shall repair the premises, as in roofs, ditches and enclosures, and leave them in as good a state as they found them or better, except for taking great timber thereon. After the death of any lessee, the best beast as heriot. Consideration, a fine of 6*l.*, to wit 4*l.* 13s. 8*d.* in hand and 26s. 4*d.* to be paid at Easter next. *Added in another hand*. The lessees shall exonerate the lessor towards the abbess and convent of Ambresbury for the payment of 66s. 8*d.* yearly out of the lands. 3 Oct. 11 Hen. VIII.

ANTROBUS DEEDS

Signed : Gilles Daubney.

Seal : round ; $\frac{8}{16}$ " ; armorial—a fleur de lys ; red wax ; tag.

Endorsements : (i) A lease from Gyles Dawbney to Robert Biddell, Alice and John for life of his estate in West Amesbury with liberty of fishery. Dat' 3^d October 11th. Hen. 8. 1520 (c. 18th cent., hand B).

(ii) Westambresbury (? *contemporary*).

(iii) Robert Bidles lease from Mr. Dawbeny for lives (as (i)).

27 Oct., 1519 **82** Lease indented for 66 years by Antony Seyntmond, esquire, to Robert Long of Whaddon co. Wilts, yeoman, of a toft and barn in Grete Ambresbury co. Wilts late Carres, and all the lands in Greate Ambresbury late Carres which Richard Bundy now holds. From Lady Day next. Yearly rent 19s. 8^d., to wit 9s. 10^d. at Michaelmas and Lady Day severally. The lessor to reenter the premises if the rent be one year in arrear and sufficient distress may not be found. The lessee covenants to repair the premises and so repaired to leave them. The lessor covenants that the lessee shall have housebote, haybote, ploughbote and cartbote in, of and upon the premises, doing no waste. 27 Oct. 11 Hen. VIII. *English*.

Inscribed : Per me Robertum Long.

Seal : red wax ; tag ; defaced.

Endorsements : (i) Indenture of Ambresbury (? *contemporary*).

(ii) Paultons (? *contemporary*).

2 June, 1522 **83** Gift with warranty by the same, for a sum of money paid by Richard Lyster esquire, to the said Richard, John Mille and William Thorpe gentlemen, John Twyselton citizen of London, John Seyntpoll gentleman and William Smyth chaplain of 1 message, 1 barn, 30 ac. of land and common of pasture for 100 sheep in Ambresbury co. Wilts ; to the sole use of the donees and their heirs. Appointment by the donor of William Grenc and Anthony Povey as attorneys to deliver seisin. 2 June 14 Hen. VIII.

Inscribed : Antony Sayntmond and a *paraph*.

Seal : oblong ; $\frac{9}{16}$ " \times $\frac{7}{16}$ " ; device—(?) a lover's knot ; red wax ; tag.

Endorsements : (i) *Memorandum of livery of seisin*.

(ii) Intratur folio 106 (? *contemporary*).

(iii) A free grant from Anthony Sayntimonde esquire to Henry [*sic*] Lyster esquire of one message, one barn, and of thirty acres and 200 acres of pasture for 100 sheep. Dat' 2^{do} die Junii anno regni regis Henrici octavi quatuordecimo (*Hayward*).

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18 May, 1526 **84** Bond in 40*l.* by Robert Sowthe of New Salisbury co. Wilts, gentleman, to Gilbert Bekington.

Condition that William Sowthe brother of Robert shall obey the award of sir John FitzJames knight chief justice of the king's bench, arbitrator indifferently chosen by William and Gilbert, upon the right of and in lands that were of John Silverthorne and Avis his wife, a daughter and heir of Thomas Hobbes, and of Avis' inheritance, in the towns and fields of Westamesbury and Gret Amesbury co. Wilts, and upon all actions, suits, quarrels, trespasses, debts, debates and demands between the parties of and for the premises, so that the same be given, written, sealed and delivered by the arbitrator before Michaelmas next. 18 May, 18 Hen. VIII. *Condition English.*
Signed : By me Robart Sowthe.

Seal : diamond-shaped; $\frac{1}{16}'' \times \frac{6}{16}''$; monogram—W; red wax; tag.

Endorsements : (i) A bond of Award between Robert South and Gilbert Beckington to stand to the Award of Sir John FitzJames concerning the title of lands in West Amesbury. Dat' 8^o May 18 Hen. 8th 1527 (c. 18th cent., hand B).

(ii) 27.

20 May, 1526 **85** Bargain and sale indented by John Stephyns of West Ambrysbury co. Wilts husbandman and Angnes his wife, Wyllyam Stephyns of Dynton co. Wilts and Edythe his wife and Elene Balet of Baberstocke co. Wilts "sengull woman," daughters and heirs of John Balet deceased and Fey³th his wife one of the daughters and heirs of Thomas Hobbys and Anne his wife, to Wyllyam South of their estate in all lands, tenements, meadows, leases, pastures, rents, reversions and services, with waters, fishings and common of pasture in the town and fields of West Ambresbury and in Grete Ambrysbury co. Wilts, and the evidences, charters, statutes staple, statutes merchant, writings and muniments concerning the same. Consideration 10*l.* to be paid on St. Andrew's Day next. The bargainors covenant to make such assurances of the premises, discharged of all encumbrances, as the bargaineer's counsel learned shall advise. To the performance of all the articles whereof the parties bind themselves in 20*l.* 20 May 18 Hen, VIII. *English.*

Seal : missing ; tag.

Endorsement : 20 day of May in the 8th year of King Henry 8th. Fishing etc. granted to Mr. South by Wm. Stephens etc. (*Hayward*).

86 Quitclaim with warranty by John Stephyns late of Westambresbury co. Wilts "housebondeman" and Agnes his

Undated,
(?) 1526¹

¹ See 85.

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wife, William Stephyns late of Babirstoke co. Wilts "housebondman" and Edith his wife, daughters and heirs of John Balet and Faith his wife one of the daughters and heirs of Thomas Hobbys and Anne his wife, to William Southe of their right in lands and tenements, meadows, pastures, feedings, rents, reversions, services, waters, fishings, commons, emoluments and commodities in the town and fields of Westambresbury and Great Ambresbury co. Wilts.

Seals: (i) and (iv) missing; tags.

(ii) round; $\frac{7}{16}$ " ; monogram—(?) R.P. ; red wax ; tag.

(iii) round; $\frac{9}{16}$ " ; device—interlaced pattern ; red wax ; tag.

between 18
and 25 Nov.,
1528

87 Left-hand indenture of a final concord between William Southe plaintiff and John Stephyns and Agnes his wife, one of the daughters and heirs of John Balet and Christine his wife one of the daughters and heirs of Thomas Hobbys, and William Stephyns and Edith his wife, another of the daughters and heirs of the said John and Christine, deforciant, of 2 parts of 1 messuage, 80 ac. of land, 8 ac. of meadow and common of pasture for 4 horses, 4 cows and 150 sheep in Lytyll Ambresbury and Greate Ambresbury. *Come ceo.* Quitclaim by deforciant and the heirs of Agnes and Edith to the plaintiff. Warranty. Consideration 30*l.* Westminster. Oct. of Martinmas 20 Hen. VIII.

Endorsed with a memorandum that the fine has been delivered for proclamation.

6 Oct., 1538

88 Award indented by John FitzJames knight chief justice of the king's bench, to whose judgment the parties have bound themselves in 40*l.* (by obligation dated 4th Oct. 30 Hen. VIII) to submit to and fulfil the award so that it be delivered before Christmas after the date thereof, concerning variances between William Southe of Westambresburie co. Wilts gentleman and John Bekyngton son and heir of Gilbert Bekyngton deceased upon the title to arable lands, meadow, pasture, rents and common of pasture for sheep in Westambresburie, sometime of John Sylverthornes and Avyse his wife a daughter and heir of Thomas Hobbes.

John Bekyngton and his heirs shall have 3 half acres of meadow ("mede") in Southam in Westambresburie, 6 ac. of arable land in Westambresburie (whereof 1 ac. lies in Crokhill between the lands of Thomas Trenchard knight on the north and Giles Dawbey [*sic*] on the east), 1 ac. in the Middlewestfeld there shooting upon Whitlondes furlong between lands of Giles Dawbeney on every side, 2 ac. in West Fild lying there in Great Barowe furlong shooting upon the head acre of

ANTROBUS DEEDS

Giles Dawbeney, 1 ac. lying in Half Barowfield between lands of Giles Dawbeney on every side, 1 ac. shooting upon John Bekyngton's barn between lands of the prioress of Ambresburie on every side, and common of pasture for 20 sheep in Westambresburie; all in recompense for the lands which John Bekyngton claimed by force of a bargain and sale by William Silverthorne, son of the said John and Avyse, to Gilbert Bekyngton father of John Bekyngton.

William Southe and his heirs to discharge John Bekyngton of all rents and charges on these lands.

William Southe and his heirs to suffer John Bekyngton and his heirs to enjoy a free way to William Southe's close at Westambresburie called Sawsres Close and there to take away water as often as they need without let of William Southe or any other.

John Bekyngton to maintain at his own costs a door or stile where they shall go into the close to fetch water.

William Southe and his heirs to have a little piece of ground parcel of John Bekyngton's inheritance within William Southe's close late John Ballet's land, and to take a yearly rent of 4s. 3d. out of the land of Thomas Trenchard knight in Westambresbur called The Drove Lond without let etc. (*as above*).

William Southe and John Bekyngton, upon request made by the one to the other, hereafter severally to do and suffer to be done all things that shall be advised by their several counsel learned at their several costs, both for the surety to be had and made to John Bekyngton of and in the premises awarded to him and for the extinguishment of all their several rights claimed.

Before Christmas next the parties to release by writing either to other all actions, suits, quarrels, trespasses, debts, debates and demands concerning the premises. 6 Oct. 30 Hen. VIII.
English.

Signed: John Fitz James.

Seal: oval; $\frac{1\frac{1}{8}}{16}'' \times \frac{8}{16}''$; (?) engraved gem—a female figure; red wax; tag.

Endorsement: An award between Mr. South and Gilbert Beckington in Harry the 8th's time (? *late 16th cent.*).

31 Jan.,
1541

89 Letter of attorney by Joan Harryson of Westambresbury widow appointing Robert Lery "draper" and John Cundy "yoman" both of Estambresbury to deliver seisin of her lands in Westambresbury and Eastambresbury or elsewhere in Wiltshire to her son Robert. Last Jan. 32 Hen. VIII.

Seal: round; $\frac{9}{16}''$; monogram—H between four dots; red wax; tag; rubbed.

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Same date **90** Gift indented by the same to Robert Harrysson her son of lands, rents, reversions and services in Westambresbury, Estambresbury and elsewhere in Wiltshire. In consideration whereof Robert has granted to Joan Harrysson for life a yearly rent of 15s. to be paid out of the said lands in equal portions at Lady Day and Michaelmas. The donee to reenter the premises if the rent be two weeks in arrear and distrain until the rent with arrears be fully paid. The parties to retain severally the parts of the indenture.

Seal : as in **89**.

Same date **91** Counterpart of the foregoing. *Defective*.

Seal : missing ; tag.

13 May,
1542

92 Bargain and sale indented by Agnes Wyllughby widow, daughter and heir of John Gylbert late of Fovent co. Wilts gentleman, to Willyam Southe, of West Amysbury otherwise Lytell Amysbury in Greate Amysbury co. Wilts, gentleman, of lands in West otherwise Lytell Amysbury and in Great Amysbury, with common of pasture for sheep, rother beasts, horse beasts and swine thereto belonging, all of old time called Frankeleins. Agnes covenants (i) that upon request she will, this side Midsummer and at any time hereafter within a year from the date hereof, make such assurance of the premises as shall be reasonably devised by the bargaineer's counsel learned and at the bargaineer's cost ; (ii) to surrender to the bargaineer all evidences relating to the premises this side Midsummer next ; (iii) to discharge the premises of all encumbrances. In consideration whereof the bargaineer has bargained and sold to the bargainor three closes of pasture in the hundred of Alcester co. Dorset, and all other his lands in the said hundred called Sawyers Lands, except his lands in the borough of Shaston [*sic*]. The bargaineer covenants (i) to make the bargainor a good estate in fee simple in the said lands this side Midsummer next ; (ii) to sell her all evidences concerning the same ; (iii) to deliver the same evidences to her this side Midsummer ; (iv) to pay her 20*l.*, to wit 10*l.* this side Midsummer next and 10*l.* at Midsummer next. 13 May 34 Hen. VIII. *English*.

Seal : oval ; $\frac{7}{16}$ " \times $\frac{6}{16}$ " ; (?) engraved gem—a figure seated in a horse-drawn chariot and a star ; red wax ; tag.

Endorsements : (i) 13 of May 34 year of K. Henry 8th (*Hayward*).

(ii) 13 May 18 [*sic*] year of King Henry 8th.
Willoughby's grant to Mr. W^m South (*Hayward*).

20 May,
1542

93 Gift indented with warranty in performance of the covenant in the foregoing between the parties therein

ANTROBUS DEEDS

mentioned. Appointment by Agnes of Thomas Byflett and Michael Scott as attorneys to deliver seisin. 20 May 34 Hen. VIII.

Inscribed in Hayward's hand with the word bullocks against the word affris.

Seal: red wax ; tag ; fragment.

Endorsement: A grant in fee from Agneta Willoughby daughter and heiress of Elizabeth daughter and heiress of John Gilbert nuper de Fovent to W^m South of all that estate of hers in West Amesbury com' vocat' Frankleyns. Dat' vicesimo die Mayij [sic] anno regni Henrici regis octavi tricesimo quarto (*Hayward*).

Same date **94** Counterpart of the foregoing.

Seal: as in **92**.

Endorsements: (i) *Memorandum of livery of seisin on 5 June 1542 by the therein-named attorneys. Witnesses: John Bolton curate of Wysshford, John Bekyngton, John Martyn, Edward Rolffe, Elisha Jarvys, William Somersett and Richard Mawdytt.*

(ii) 34 Henry VIII and a tick in blue pencil.

12 June,
1546

95 Gift indented with warranty by Giles Dawbeney esquire to Hugh his son, Joan, a daughter of Giles Peny and Hugh's wife, and the heirs of Hugh's body of his manor Lytyll Amysbury co. Wilts, all lands, tenements, meadows, pastures, feedings, rents, reversions and services in Lytyll and Grete Amysbury, his manor of Paunsfotysworthey co. Hants, land etc. there and in Wynchester co. Hants, lands etc. in Newnam, in the parish of Brodewynsore co. Dorset, and lands etc. in Childhay co. Dorset, now or late in the tenure of Thomas Bryan. Successive remainders to Henry Dawbeney and the heirs of his body, James Dawbeney and the heirs of his body, John Dawbeney and the heirs of his body, and reversion to the donor. In consideration of the marriage solemnized between the donees and of certain sums of money. Appointment of John Somersed and Thomas Myller as attorneys to deliver seisin. 12 June 38 Hen. VIII.

Inscribed: By me Gilles Daubney.

Seal: round ; $\frac{8}{16}$ " ; device—fleur de lis ; red wax ; tag.

Endorsements: *Three memoranda [in English] of livery of seisin by John Somersed to Hught Dawbeney:*

(a) 9 July 38 Hen VIII [1546] in respect of the lands in Wynchester and Paunsfotysworthy in the presence of Thomas Carvar, John Smythe, Ledgyre Wobb [? recte Webb] and John Smyth the younger ;

(b) 10 July 38 Hen. VIII in respect of the lands in Gret and Lytell Amesbyrre in the presence of Robart

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Byddell, John Byddell, William Webur and Edwarde Roffe ;

(c) 13 July 38 Hen. VIII in respect of the lands in Childeye and Nunam in the presence of John Broune, John Hocheins the elder, Thomas Bryant and Antony Hochens.

28 May,
1551

96 Gift indented with warranty by William Sowthe, of Great Ambresbury co. Wilts gentleman, to Nicholas Myles, of Great Ambresbury "husbondman," of a tenement with a garden in "Marleborough Strete" in Great Ambresbury, between his own tenement or inn called the Three Cuppes on the west and a tenement of Edward duke of Somerset late in the tenure of William Morrys cobbler on the east, together with a piece of land 14 ft. in length and 3 ft. in breadth lying in the south part of Nicholas' kitchen. All in exchange for a tenement of Nicholas in "Salisbury Strete" in Great Ambresbury, between a tenement late in the tenure of William Edwey chaplain on the south and a tenement late in the tenure of William Harryson on the north, together with 1 ac. of arable land called "a hed acre" lying in Ambresbury fields at Holyland, and $\frac{1}{2}$ ac. lying upon le Ham; the tenement with appurtenances being called Clerkes land. Proviso for reentry by the donor into the premises by him given, if the premises to him given be recovered from him by just title instituted of old time by process of law and by judgment rendered in the king's court, or if they be charged or extended by statute staple or merchant, recognizance or confession of annuity heretofore made by the possessors of the tenement, and if the donee do not discharge the donor and keep him indemnified of a yearly rent of 2s. called "the bowlke rent" issuing out of the said tenement. 28 May 5 Edw. VI.

Inscribed with a marginal note in Hayward's hand against the words vocat' the bowlke rent which are underlined :
I take this sowlke [*sic*] rent of two shillings to be a quit rent or payment made to the lord of the soke by his tenant for acting in quality of a sockman or freeholder, for soke is a law term which signifies the liberty or privilege of tenants from customary impositions.

Seal : round; $\frac{8}{16}$ "; device—sprigs of foliage; red wax; tag; rubbed.

Endorsements : (i) William South's deed of exchange of a tenement and garden near the Three Cups Inn in Marlborough Street in Amsbury with a piece of ground of 14 feet in length and 3 in breadth, for a tenement of Nic. Myles in Salsbury Street with one acre of arable land called a head acre in Holyland with half an acre of arable land lying above the Ham, which tenement

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with the appurtenances went by the name of Clerkland.
Dated 28 May 5th Ed. 6th 1552 (c. 18th cent., hand B).

(ii) An excellent precedent for a deed of exchange (c. 18th cent., hand A).

(iii) To be explained (*Hayward*).

1 Oct.,
1552

97 Lease indented for life in survivorship (*tradidisse, dimisisse, concessisse et per presentes confirmasse*) with warranty by Hugh Dawbenye and Joan his wife to John Bedell and Sibyl his wife of the capital mansion of the manor of Westambresburye co. Wilts, with all demesne messuages, dovecotes, lands, meadows, pastures, feedings and all fishings (*piscac'*) in streams (*rivis*), brooks (*rivulis*), lakes, waters, rivers (*amnis*), stanks (*stagnis*) and stews (*vivariis*); reserving to the lessors and the heirs of Hugh's body all other lands within the manor now or formerly leased by copy, and all rents, services, fines, amercements, marriages, escheats and reliefs and [the right] to dwell and sleep in the said capital messuage two days and two nights yearly to fish in the waters with gins and contrivances for fishing (*ingeniis et machinis piscatoriis*). Yearly rent to the lessors 33s. 4d. in four equal portions at the usual terms; heriot, the best beast; yearly rent to the chief lords 3l. 6s. 8d. Consideration, a fine of 36l. 13s. 4d., i.e. at signature and delivery of these presents 10l., at Michaelmas 1553, 1554, 1555, 1556 6l. 13s. 4d. severally.

The lessees shall find yearly for two days and two nights sufficient bcd, meat and drink for the lessors, the heirs of Hugh's body and his right heirs, his steward and four other persons serving or accompanying them, while dwelling within the manor to survey it or doing other things there at their pleasure, together with fodder and straw for their horses, and to supply them with a boat (*cimbam*), nets and other contrivances for fishing which they use in taking fish. The lessees to repair the premises, having [for the purpose] timber from the trees growing thereon by delivery of the steward or bailiff. The lessors to reenter the premises if the rent be one year in arrear or if the lessees do not suffer them to enjoy the said reservations. Appointment of Giles Hooper and William Notyngham as attorneys to deliver seisin. Wayford co. Somerset. 1 Oct. 6 Edw. VI.

Inscribed in the margin in Hayward's hand with the words fishponds, boat and timber against the words vivariis, cimbam and meremium respectively, those words being underlined.

Seals: (i) and (ii) missing; tags, surrounded by blue tape.

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Endorsements : (i) Amesbury. Beedles counterpart for lives (c. 18th cent., (?) hand B).¹

(ii) A freehold lease granted from Dawbeny to Bedell and his wife for their natural lives. Dat' apud Wayford 6^{to} anno Edwardi regis. Free fishing granted (*Hayward*).

(iii) Old writings (c. 17th cent.).

(iv) Dawbeneys, in black pencil.

29 Sept.,
1554

98 Lease indented with warranty for life in survivorship by Hughe Dawbeney of Wayford co Somerset esquire and Johan' his wife to John Byddell' of Lyttell Amesburye co. Wilts husbandman, Sybell' his wife and Thomas their son of his tenement and site of the manor of West Amesburye co. Wilts, with all lands, tenements, dovehouse, leasures, pastures, common of pasture for all manner of cattle, ways, waters, mores, marshes, "maryssys," fishings,² liberties, commodities and profits in West Amesburye or within the fields, liberties and parish of West Amesburye and East Amesburye otherwise Great Amesburye co. Wilts; reserving all lands, tenements, cottages, meadows, leasures and pastures now being customary and copyhold lands holden of the lessor by reason of the said manor, and all rents, reversions, services, courts, heriots, fines, amercements, marriages, escheats, reliefs, and all other casualties, commodities, advantages and profits arising out of the premises, and liberty of convenient house room within the capital messuage of the manor for two days and nights yearly and liberty of fishing in the waters there during the said time; rendering yearly to the lessors and Hugh's heirs 33s. 4d. at Christmas, Easter, Midsummer and Michaelmas by even portions, and, after the death of a lessee dying sole tenant in possession, the best beast in name of a heriot, and to the chief lords at the days and places for that accustomed 3l. 6s. 8d.; and finding yearly for two days and nights sufficient meat, drink and lodging on the premises for Hughe, his heirs, their steward or surveyor, four servants and their horses, and nets and gins to fish with at their pleasure. Consideration 36l. 13s. 4d.

The lessees to repair the premises with all other houses thereof, taking necessary timber for the same upon the premises by delivery of Hugh, his heirs, steward or bailiff, for the delivery of which Hugh covenants. Hugh to reenter the premises if the rent be one year in arrear or if any voluntary waste be done by the lessees to the value of 40s. Hugh

¹ The words "Beedles counterpart", though apparently in the same hand as the words "Amesbury" and "for lives", seem to have been written in a different ink.

² Underlined.

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covenants that he and Johan will upon request do and acknowledge to the lessees such further acts and things as shall be reasonably required by the lessee's counsel learned and at the lessees' cost. Appointment of Thomas Southe, of Amesburye gentleman and Gyles Hooper as attorneys to deliver seisin. Michaelmas 1 & 2 Phi. and Mary. *English.*

Marked thrice.

Seals : (i) missing ; tag.

(ii) hexagon with curved sides ; c. $\frac{8}{16}$ " \times $\frac{12}{16}$ " ; (?) personal mark within an oval ; red wax ; tag ; broken.

(iii) round ; c. $\frac{12}{16}$ " ; armorial—a shield charged with a manche ; red wax ; tag ; rubbed.

Endorsements : (i) Amesbury. Bidle's lease for lives. (c. 18th cent., hand B.) *Added in Hayward's hand* Fishing grants by Giles Dawbeney.

(ii) Biddle of Amsebury (c. 17th cent.).

8 Sept., 1557 **99** Like lease by the same to the same John and Sybell only. [*The recitement of the premises includes the word meadows after dovehouse.*] 8 Sept. 4 & 5 Phi. and Mary. *English.*

Inscribed : Examinatur ; in the margin Anthony has (? a pen trial).

Marked twice.

Seals : (i) and (ii) missing ; tags.

Endorsements : (i) Bidell. Amresbury (? contemporary).

(ii) Amesbury. Mr Dawbeny's lease to Bidle for lives which is expired. (c. 18th cent., hand B.) *Added in Hayward's hand* Fishings granted.

15 May,
1560

100 Lease indented with warranty for life in survivorship by the right honourable Edward earl of Hertford to John Berwyke of Wylcote co. Wilts esquire, Dorothe his wife and Christiane their daughter of (a) the site, house and demesnes of the late monastery of Amresbury co. Wilts, with all houses, buildings, barns, stables, blademills, "garnettes" (? garners), orchards, culverhouses,¹ bartons, courts, cemeteries ("semytories"), gardens, ponds, waters, lands, tenements and soil within the precincts of the site, (b) all woods or fuel to be carried by two carts called "the bynne cartes" with 3 horses in every cart going and coming every day in summer and winter in the woods and forests of Chute, Groveley and Benteley Woodde, for the wood to be brought to the site of the monastery, of old time accustomed, (c) the waters and fishings within the river of Aven and Amresbury and all other waters and floodhatches, fishings, piscaries and rivers in the parish of Amresbury that were

¹ dovecotes.

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ever in the hands of the late prioress or convent or of the late earl, (d) Saynct Johns Fayre, in the parish, town and fields of Amresbury, with all profits, liberties, commodities and advantages belonging thereto, (e) all houses, buildings, blade-mills, culver houses, gardens, bartons, courts, orchards, closes, grounds, feedings, with all arable lands belonging to the monastery and all other lands, tenements and hereditaments that ever were in the occupation of the late prioress and convent or the late earl, parcel of the demesnes of the monastery, (f) all lands and meadows called The Parke and Conyngere Meadowes, parcel of the said demesnes, (g) the pasture, feeding and commons for 374 sheep in the pasture, parish, downs and fields of Amresbury, late in the occupation of the prioress or convent or the late earl, (g) the pasture called The Parke and another pasture called The Fryoren Garden and two pastures or arable grounds called The Hammes in Amesbury, (h) meadows called Flyete Meade, Water Meade, The Foldes, Rake Meade, Bridge Meade and Abbybocker Meade, late in the occupation of the prioress or convent or the late earl, and (i) all tithes arising out of the premises ; reserving (i) 86 ac. of arable land in the occupation of divers tenants at will, (ii) the first crop of Bridge Meade and the lease for three kine and eight horses in the down and common fields of Amresburye, late parcel of the said demesnes, and (iii) the freestone and other stone and the lead in and about the walls of the church of the late monastery with free passage in and out with the carriage of the earl at his pleasure ; from Lady Day last ; yearly rent, the " old and accustomed rent," of 11*l.* 7*s.* 4*d.* at Michaelmas and Lady Day by even portions. In consideration of (i) the surrender by John Berwyke of a former lease of the premises, 20 March 33 Hen. VIII [1542], made to him by the lessor's father the late duke of Somerset, by name of the right honourable Edward earl of Hertford, and (ii) 40*l.*

The lessees covenant to repair the barns, stables, sheep pens and other outhouses at their costs, except that the earl (a) will allow them necessary timber, stone, tile and slate and (b) will repair at his own charges the great house and houses called the late priory or monastery of Amresbury now in great ruin and decay. The lessor to reenter the premises if the rent be one quarter of a year in arrear. Appointment of John Brymsdon and Phillippe Coffe as attorneys to deliver seisin. 15 May 2 Eliz. *English. Slightly defective.*

Inscribed : Visum per T. Blaggrave et Kingesmyll.

Signed : John Berwyke, Dorothe Berwyke, Christian Berwyke.

Seal : missing ; tag.

Endorsements : (i) 15 May 2 Eliz. The counterpart of Mr. Berwickes lease for Ambresbury priory farm dated the

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xvth day of May in anno secundo r. r. Elizabet, the fine xl.l. (? *contemporary*).

(ii) Pone dies (? *contemporary*).

(iii) 6th May 1660.¹ Lease of the site house of Amesbury priory [farm].² Wilts. (c. 18th cent., hand C).

Same date

101 Copy of foregoing. *Paper*. 2 $\frac{3}{4}$ pp.
Endorsements : (i) 15 Maii 2 Elizab' Regine. His Lo' lease to Mr Barwicke, Dorothe his wife, and Christiane his daughter of the site of Ambresbury Priory etc. in com' Wiltes (? *contemporary*).
(ii) 15th May 1560 (c. 18th cent.).

24 June,
1560

102 Copy of court roll of the manor of Ambrosburye co. Wilts, recording that at the court of the manor and survey of sir Edward Seymour knight baron Beauchampe and earl of Hertford Thomas Southe esquire took of the lord, by surrender of John Berwicke esquire, Thomas Blagrove, Anthony Penne and Richard Twichener the lord's surveyor general there, by virtue of a commission to them directed 4 June 2 Eliz., a cottage called Parkers House with 4 ac. 3 r. appurtenant, namely, the curtilage 1 r., in West Ambrosburye field 3 ac., in Easte Ambrosberye field 1 ac., land called Parkers Bank $\frac{1}{2}$ ac.; and a close called Culverclose (1 r.) now in his occupation. To hold to him, Thomas his son and John Dey the younger of Normanton, for life in survivorship according to the custom of the manor. Yearly rent 8s. 8d., viz. for the cottage 6s. 8d. and for Culverclose 2s. And covenant that they will plant on the premises two apple, pear, ash or elm trees. Fine 53s. 4d. Admitted and did fealty. Given as well by tenour of the roll as under the sign manual of the surveyor. 24 June 2 Eliz.

Inscribed : Per John Berwyke, Blagrove, Anthony Penn (*signatures*); and examinatur Richard Twichener (*signature*).

Endorsements : (i) Thomas South admitted tenant to Parkers living in Little Amesbury for 3 lives anno secundo Elizabethae. Quit rent 8s. 4d. [*sic*] per annum (*Hayward*).
(ii) Parkers (? *contemporary*).

1 Aug., 1560

103 Lease indented for life in survivorship by the right honourable Edward earl of Hertford and lord Beauchampe to Martyn Batter of Ambrosburye co. Wilts miller, Robart

¹ Altered in pencil to "1560".

² The word "farm" has been cancelled.

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Provender of Hatten in the parish of Cossam co. Wilts yeoman, and Alse (Alice) Martyn's wife of a mill in Ambrosburye with a close called The Mylclose (3 perches) and a meadow called Mylne Meade ($1\frac{1}{2}$ ac.); reserving all woods underwoods and great trees standing and growing in or upon the same. Yearly rent 6*l.* 13*s.* 4*d.*, at Christmas, Lady Day, Midsummer and Michaelmas by even portions, payable successively to the earl and the heirs male of his body, to the heirs male of the body of Edward late duke of Somersett father of the earl begotten upon lady Ann duchess of Somersett late wife of the duke, to Edward Seymer knight called lord Edward Seymour brother of the said earl, to the heirs male of his body, to sir Henry Seymour knight, to the heirs male of his body, to the heirs female of the body of the said duke, and to the right heirs of lord Edward Seymour. In consideration of (a) the fact that the lessee has at his own cost reedified and new built a water mill in Ambrosbury lately "combuste" and devastated with fire; (b) 6*l.* 13*s.* 4*d.*, i.e. 66*s.* 8*d.* before the ensealing hereof and 66*s.* 8*d.* at Lady Day 1561.

The lessees covenant (a) to repair the mill and all houses, edifices, buildings, hedges, ditches, mounds and enclosures of the premises and so repaired to leave them; (b) to discharge all quitrents, outrents and other charges payable out of the premises; (c) yearly to set and plant upon the premises three trees, whereof one shall be a fruit tree; (d) not to serve or retain to any person without the earl's licence. The lessor covenants that the lessees shall take housebote, firebote, ploughbote, cartbote and foldbote, standing and growing upon the premises, without doing waste. The lessor to reenter the premises if the rent be seven weeks in arrear. Appointment of Phillipp Powre and Geoffrey Provender as attorneys to deliver seisin. 1 Aug. 2 Eliz. *English*.

Inscribed: Read, signed, sealed and delivered the day and year above said in the presence of us Thomas Boerman, (?) T. Peale (*signatures*).

Marked with the mark of Martyne Batter *and signed* Robard Provender.

Seals: (i) oval; $\frac{9}{16}$ " \times $\frac{7}{16}$ "; monogram—TB superimposed upon a twisted cord; red wax; tag.

(ii) diamond-shaped; $\frac{10}{16}$ " \times $\frac{7}{16}$ "; red wax; tag; defaced.

Endorsements: (I) 1st Aug^t 1560. Lease of the mill and Mill Close in Amesbury (c. 18th cent., *hand C*).

(ii) The counterpart of Marten Batter's and Rob^t Provender's lease dated the first of August 1560 in a^o secundo Elizab^t, the fine vii. xiiis. iiiid., granted for lives of the said Marten and Rob^t Provender and Alis the wife of the said Marten (? *contemporary*).

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31 Aug.,
1560

104 Lease indented for life in survivorship by the same to Phillippe Powere of Ambresburye co. Wilts yeoman and Phillip Powere his son of a tenement or inn in Ambresburye called The George with the orchard and garden adjacent ($\frac{1}{2}$ ac.) [and] a meadow called the Paradiçe ($1\frac{1}{2}$ ac.); reservations as in **103**. Yearly rent 4*l.* payable as in **103** to the same persons successively as therein specified. Consideration (a) the fact that Phillip Powere the father has at his own cost new built the said inn lately utterly devastated with fire; (b) 40*s.* The lessees and lessor covenant as in **103**. The lessor to reenter the premises if the rent be three months in arrear. Appointment of Thomas Southe of Ambresburye esquire and John Tougell of Ambresburye yeoman as attorneys to deliver seisin. Last Aug. 2 Eliz. *English*.

Signed : Hertford.

Seal : round ; $\frac{7}{16}$ " ; device—an eagle displayed issuing from (?) a mount ; red wax ; tag.

Endorsements : (i) *Memorandum of livery of seisin to the lessees (spelt Poore) 2 Sept. 3 Eliz. in the presence of Giles Thornebury, James Whadley, Hugh Andrewe, Richard Brinsdon, Edward Blake and Rumboll Wildekens.*

(ii) Wiltes. Ultimo Augusti 3 Eliz' Regine.

A lease made to Phillippe Poore the father and Phillippe his son for term of their lives of the inn in Amesburye called The George (? *contemporary*).

(iii) 31st Aug. 1560 (c. 18th cent., hand C).

24 Jan., 1562

105 Lease indented for life with warranty, for a fine of 3*l.*, by Thomas Sowthe of West Amysbury co. Wilts esquire to Symon Colles of Westamysbury co. Wilts husbandman of a cottage in West Amysbury with the south end of a barn there, a close with 6 ac. of arable land lying in several fields in West Amysbury (2 ac. in the West Fyld, 2 ac. in Myddell Fyld, 1 ac. in Whytlond Furlong, 1 ac. shooting upon the close aforementioned), with common of pasture for two beasts in the said common [and] with as much common in the water as any of the cottiers in West Amysbury have ; reserving timber growing upon the premises ; from the death, surrender or forfeiture of Johane Clarke (late wife of Rychard Clarke of West Amysbury, deceased, and now wife of Symen Colles), to whom, by indenture 6 July 1 & 2 Phi. and Mary¹ [1555] the lessor leased them for life. Successive remainders to Thomas and Robert sons of Rychard Clarke. Yearly rent 10*s.* at Lady Day and Michaelmas, in equal portions.

The lessees covenant to repair the premises at their own charges except that they shall have therefor at the delivery of

¹ This is a non-existent date. Presumably 6 July, 1 and 3 Phi. and Mary is meant.

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the lessor great timber and straw. The lessor to distrain upon the premises if the rent be 15 days in arrear and to reenter if it be six weeks in arrear and sufficient distress cannot be found.

24 Jan. 4 Eliz. *English*.

Seal : round ; c. $\frac{10}{16}$ " ; shield of arms, barry ; red wax ; tag ; defective.

Endorsements : (i) Thomas Southe has also leased to the lessees for their lives for the rent within written 1 ac. lying in the West Fyld of Amysbury shooting upon Normyngton Hedge (*contemporary*).

(ii) Amesbury. Clerkes Lease for Lives (c. 18th cent., hand B).

23 Nov.,
1567

106 Bargain and sale indented by John Deye, of Normanton in the parish of Dorneford co. Wilts, yeoman, to Phillip Poore of Amesbery of his messuage or tenement, lands, meadows, leases, pastures, rents, reversions, services and other hereditaments in the parish of Newton Tonye co. Wilts, discharged of all encumbrances, with all evidences thereto belonging which he shall deliver before Easter next. The bargainor covenants (a) to make the bargainee before Midsummer next a good estate in the premises in fee simple discharged of all encumbrances ; (b) to make within seven years next such further assurances of the premises as shall be advised by the purchaser's counsel learned and at the purchaser's cost ; (c) that he has power to sell the premises ; (d) for peaceable enjoyment. Consideration 30*l.* 23 Nov. 10 Eliz. *English*.

Signed : By me John Dey.

Seal : round ; $\frac{8}{16}$ " ; monogram—I.D. superimposed upon a scroll ; red wax ; tag.

Endorsements : (i) Signed, sealed and delivered in the presence of William Jones clerk, Thomas Pulter, Edward Blake, with others.

(ii) Wodfols (? *contemporary*).

(iii) Poore *preceded by a word erased* (? *contemporary*).

(iv) Sale of lands in the parish of Newton Tony from John Deye to Philip Poore (c. 18th cent.).

5 Oct., 1568

107 Gift indented with warranty (in consideration of the forthcoming marriage of Mellor (*Mellorem*) Beckington the donor's son and heir apparent to Mary daughter of John Spencer of Shipton Bellinger co. Hants "yoman", and of his parental affection for Melor) by John Bekington of West Ambresburie co. Wilts, "yoman" to Edward Gylberte, of Everley co. Wilts gentleman and the said John Spencer of a capital messuage, two cottages, three curtilages, a barn,

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a stable, a garden, an orchard, 88 ac. of arable land, and 12 ac. of meadow in West Ambesburie with so much common of pasture for avers and beasts (*averis sive animalibus*) as belongs to that much land in West Ambesburie. To the intent however (a) that the donees pay the donor for life a yearly rent of 20s. at Lady Day and Michaelmas in equal portions ; and furthermore (b) that they may be seised of the premises to the use of the said Mellor and after his death to the use of the said Mary during her widowhood and so long as she remain unmarried, and that they pay Mary during her life from her marriage an annuity of 26s. 8d. at Lady Day and Michaelmas, and also that they be seised of the premises (except the said rents) to the use of the heirs male of the body of Melor, and in default of such heirs to the use of William Beckington the younger son of the donor and the heirs male of his body, and in default to the use of the heirs male of the donor's body, and in default to the use of his right heirs. Appointment of Robert Williams and Edward Waglande as attorneys to deliver seisin. 5 Oct. 10 Eliz.

Marked.

Seal : missing ; tag.

Endorsements : (i) Signed, sealed and delivered in the presence of these men whose names are under written : Phillippe Poore, Robert Lorgis, William Bundye, William Johns clerk.

(ii) 15.

(iii) Quinto die Octobris decimo anno regni Elizabethæ regine. A marriage settlement made from John Beckington yeoman to his son Mellor Beckington, of Little Amesbury (*Hayward*).

12 Oct.
? 1568

108 Quitclaim with warranty by the foregoing to Mellor and Mary Beckington, Mellor's heirs male and in default to William Beckington and the heirs male of his body of the premises described in **107**. 12 Oct. [? 10] Eliz. *Fragmentary*.

Marked.

Seal : round ; $\frac{1}{16}$ " ; red wax ; tag ; defaced.

Endorsements : (i) as (i) in **107**.

(ii) John Beckington the father to Mellor Beckin' the son (*c. 17th cent.*).

(iii) 17.

24 Nov.,
1568

109 Gift by John Beckynton of Ambresburye co. Wilts, yeoman, to Melor his son of all his goods and chattels moveable and immoveable of whatsoever kind, in whose hands [and] in what things or place they consist or remain ; except good and wholesome meat and drink, honest and decent apparel, his chamber and bed that now he lies on, with all other necessary

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washing, wringing, attendance, fire and all other conveniences in sickness and health as required in the house in which he now dwells, during his life, together with 20s. to paid in equal portions at Christmas, Lady Day, Midsummer and Michaelmas. If the donee shall predecease him, the donee's heirs, executors or assigns shall find the donor in all things before specified or else at their choice 20l. 24 Nov. 11 Eliz. *English.*

Notarial mark.

Seal : round ; $\frac{1\frac{1}{2}}{16}$ " ; device—the letter W and an interlaced pattern ; red wax ; tag ; defaced and defective.

Endorsements : (i) Bekyngton (? *contemporary*).

(ii) 24.

24 May, 1573 **110** Lease indented for 21 years by sir Edwarde Seymour knight baron Beauchampe and earl of Hertforde to Willyam Hodges of London gentleman of the manor of Donys Langeforde in Litle Langeforde co. Wilts, with all lands and tenements, meadows, commons, feedings, pastures, tofts, herbage of woods, waters, pools, fishings, game of conies, rents and services thereto belonging, and all lands, tenements, rents, reversions and services in Donys Langforde ; reserving (a) all woods and underwoods with all beasts, birds and fowls of warren, other than the said warren of conies, (b) the advowson of the parsonage of the manor and (c) liberty to the earl at all times to enter the premises and fell, kill and carry away the woods, underwoods, beasts, birds and fowls ; from the determination, forfeiture or surrender of the interest of Alexander Moggeridge, to whom the premises were leased to the use of Edwarde Stourton late lord Stourton by indenture 13 July 20 Hen. VIII [1528] for 62 years from Michaelmas then next at a yearly rent of 12l. by the said lord Stourton, Richard Lyster esquire attorney general to Henry VIII, Peter Fauntleroye, William Vowell and Bartholomew Hussey. Yearly rent 12l. at Michaelmas and Lady Day by even portions. The interest in the premises has descended to the earl by the attainder of felony of the late Charles lord Stourton as an escheat to the earl as to his manor of Ambresburye called Ambresburye Erles, and is leased to Hodges in consideration of his diligent travail and search for evidence in proof of the said tenure and escheat.

The lessor to reenter the premises if the rent be 40 days in arrear. The lessee covenants to repair the premises and so repaired to leave them. The lessor covenants (a) that the lessee shall have and take in the woods and other places, parcel of the premises, sufficient timber for the repair of the premises as need shall require, and also housebote, hedgebote, firebote, ploughbote, cartbote, foldbote and other necessary fuel to be expended, occupied and used upon the premises and not

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elsewhere, committing no waste ; (b) to warrant the lease and upon request to make within one year such other assurances of the premises as shall be reasonably devised by the lessee's counsel learned and at the lessee's cost. 24 May 15 Eliz.
English.

Inscribed : Sealed and delivered in the presence of us Edw. Stanhope, John Tutt (*signatures*).

Signed : Per me Willm' Hodges.

Seal : Pointed oval ; $\frac{1}{8}'' \times \frac{9}{16}''$; red wax ; tag ; defaced.

Endorsements : (i) Donys Langford. The counterpart of William Hodges' lease (? *contemporary*).

(ii) Memorandum. This was the Lord Stourton's land escheated to me in the right of my manor of Ambrosbury in the county of Wiltes' (? *contemporary*).

11 Feb., 1574 **111** Bond in 2ol. by Thomas Marshall of Abbottes Anne co. Hants to Arthur Swayne, of the parish of St. Bartholomew the Great London by Smythfelde co. Middlesex, clerk, and William Neale esquire. 11 Feb. 16 Eliz.

Inscribed : Sealed, signed and delivered in the presence of Robert Lowe. William Stonynge *added in another hand*.

Endorsed in English with condition for the performance of all covenants specified in a deed of grant and assignment, dated as these presents, of a cottage in Farleigh co. Wilts in the tenure of Mathey Kyt, granted by Thomas Marshall to Arthur Swayne.

Seal : round ; *c.* $\frac{9}{16}''$; (?) personal mark—clasped hands between the letters T.M. ; red wax ; tongue ; defective.

20 May, 1577 **112** Marriage settlement, in consideration of (a) the forthcoming marriage of Thomas Sowthe son and heir apparent of Thomas Sowthe of Swallowcliffe co. Wilts esquire with Martha Goldston a daughter of Richarde Goldston late citizen and merchant of London deceased, and (b) a jointure to be made by Thomas the father to Martha of the yearly value of *rool.* at least.

Thomas the father and Thomas the son covenant with Mathewe Dale of London esquire and William Webb of the city of London salter that Thomas the father shall before last October next convey to Mathewe and William in fee simple without condition : (a) the manor or farm of Donyngton otherwise Dynton called Mawdittes, now or late in the tenure of William Dunne, and all other houses, barns, stables, edifices, buildings, orchards, gardens, crofts, lands, meadows, pastures, feedings, commons, woods, underwoods, rents and services thereto belonging in the parish of Dynton or elsewhere, and

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all lands, tenements and hereditaments in the towns, fields and parishes [*sic*] of St. James Barwicke co. Wilts, now or late in the tenure of ———— (*blank*) Hewlett widow late wife of Robarte Hewlett ; (b) the manor house of West Ambrosbury otherwise Westamsbury co. Wilts, with the site and demesnes thereof, and all houses, barns, stables, edifices, buildings, orchards, gardens, crofts, lands, meadows, pastures, commons, woods, underwoods, rents, reversions, services and other hereditaments thereto belonging in the parish of Ambrosburye co. Wilts and elsewhere, and the lands, tenements and hereditaments of Thomas Sowthe the father in Westamsburye and Greate Ambrosburye co. Wilts, and the lands, tenements and hereditaments in the parish and fields of Broke co. Wilts, now or late in the tenure of ———— (*blank*) Gawen ; (c) the moiety of the manor of Lamport Westover co. Somerset, and all lands, tenements and hereditaments of Thomas Sowthe the father there and in the town, fields and hamlets of Shaftisburie co. Dorset, late in the tenure of ———— (*blank*) Ponde ; (d) a messuage or tenement in London in Pater Noster Roe called The Stone House otherwise the Castell in the parish of St. Meychelles in the Querne, now or late in the tenure of Henrie Pranell.

The premises at (a) are conveyed to the use of Thomas the father for life, without impeachment of waste, thereafter (and after their marriage) to Thomas the son and Martha and the heirs begotten between them, in default to the heirs of the body of Thomas the father, and in default to the right heirs of Thomas the father ; the other premises are (after the said marriage) conveyed successively to the use of Thomas the son and Martha, the heirs begotten between them, and the right heirs of Thomas the father ; the conveyance to be done at the costs of Thomas the father and Thomas the son.

Thomas, father and son, covenant (i) that the premises, besides those at (a), are and shall be of the yearly value of 60*l.*, over and above reprises, and those at (a) of the yearly value of 40*l.* ; (ii) that the premises shall be discharged of all encumbrances, except (a) the accustomed rents payable upon leases, estates and grants for life or years made before Easter last during the continuance thereof, and (b) chief rents and services due to the chief lords ; (iii) that within four years Thomas the father shall make such further assurances of the premises as shall be reasonably devised by the donces or their counsel learned and at Thomas the father's own costs. For Martha's better advancement in marriage Thomas the father covenants after the marriage to stand seised of the premises, and that every assurance of the premises hereafter made shall only be to the uses herein declared. The donors covenant that, if Martha survive Thomas the son, they will leave immediately

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upon the premises in (b) 500 sheep to her own use. 20 May 19 Eliz. *English*.

Inscribed : Sealed and delivered the day and year aforesaid in the presence of Richard Mompesson (? *the scrivener of the deed*), W^m Hill, Jonas Tring (*signatures*).

Signed : Mathew Dale, William Webbe.

Seals : (i) round ; $\frac{1}{8}$ " ; armorial—a fesse charged with three mullets, between three birds ; red wax ; tag.

(ii) round ; c. $\frac{9}{16}$ " ; red wax ; tag ; defaced.

Endorsements : (i) May 20th 19th Eliz. (? *contemporary*).

(ii) 5.

15 March,
1578

113 Lease indented for 500 years by the right honourable Edward Seymour knight baron Beauchmpe [*sic*] and earl of Hertford to Robert Tubbe gentleman the earl's servant of the hundreds of Ambrosbury, Winterbourne and Allworthbury, and the manors of Trowbridge and Ambrosbury Erles co. Wilts, with the messuages, lands, tenements, meadows, feedings, pastures, woods, underwoods, rents, reversions, services, advowsons, gifts, presentations, free dispositions and rights of patronage, and all other rights, jurisdictions, franchises, libertics, privileges, profits, commodities, emoluments and hereditaments in the towns, hundreds, fields, parishes or hamlets of Trowbridg, Weke, Staverton, Studley, Bradford, Slogrove, Ambrosbury, Deane, Winterbourne, Bewley and Bentley co. Wilts, to the said hundreds and manors belonging ; from Easter next ; yearly rent one red rose at Midsummer. Covenant for defeasance if, upon request to him made at the parish church of Ambrosbury or upon other request, the lessee do not within one month assign to the lessor or his nominee his interest in the lease (or as much thereof as the lessor shall require) discharged of all encumbrances, by such assurances as the lessor or his counsel learned shall advise. 15 March 20 Eliz. 1577. *English*.

Inscribed : (i) Examinatur per me E. Tansoye.

(ii) Sealed and delivered in the presence of John Seymour, John Tutt, Rob^t Tutt, Antoni Oram (*signatures*).

Signed : Hertford.

Seal : round ; $\frac{1}{8}$ " ; armorial—arms of the earl of Hertford, surmounted by a coronet and surrounded by the motto [FOY POUR] DEVOIR ; red wax ; tag.

Endorsements : (i) 15 Martii a^o xx^o Eliz. A lease made to Rob^t Tubb of Ambrosbury and Trowbridge etc. for 500 years yielding a red rose (? *contemporary*).

(ii) 15th March 1578. Lease of Amesbury Priory etc. (c. 18th cent., *hand C*).

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16 March
1578

114 Gift indented by the same to John Tutt of Oxenwood co. Wilts gentleman and John Rodney, Robert Tutt, George Ludlowe, Roger Pilson and Barnaby Godfrey, gentlemen, servants of the earl, of the premises in **113** but without the addition of "Deane" between "Ambrosbury" and "Winterbourne". In consideration of the faithful and diligent service, charge and travail that John Tutt has taken these seven years in receiving the earl's rents and revenues and making his woodsales, of the long and faithful service of Robert Tutt and of the honest service of the others.

The donor covenants (a) at or before Easter next to do such further things to execute and perfect an estate in the premises to the donees as shall be by their counsel learned advised ; (b) after Easter next to stand seised to the donees' use in any part of the premises in which he shall not before Easter next have made them a good estate. The donees covenant that within one month, upon request made by the earl at the parish church of Ambrosbury or upon other request, they will convey their interest in the premises to the earl or his nominee, discharged of all encumbrances, by such assurances as the donor or his counsel learned shall advise. Covenant for defeasance if the donor pay the donees 10s. at any time hereafter in the said parish church on a Sunday or other festival day before two witnesses. Appointment of Michael Siddenham and John Hall gentleman as attorneys to deliver seisin. 16 March 20 Eliz. 1577. *English.*

Inscribed : (i) Examinatur per E. Tansoye.

(ii) Sealed and delivered in the presence of us John

Seymour, Antoni Oram (*signatures*).

Signed : Hertford.

Seal : as in **113**

Endorsements : (i) Possession and seisin taken by me John Hall, one of the within-named attorneys for the said earl of Herteforde, by virtue of this deed, the xviith day of March in the year within-written, in one piece of ground of meadow or pasture belonging to the customary tenement of John Ratewe lying over against his dwelling house in Ambrosbury, parcel of the said manor of Ambrosbury Erledome, in the name of all the said manors, hundreds, lands, tenements and hereditaments in this said deed mentioned, and thereof full, peaceable and quiet possession, livery and seisin for and in the name of all the said manors, hundreds, lands, tenements and hereditaments did presently deliver over unto the within-named John Tutt gentleman, according unto the true meaning, tenour, form and effect of the same deed, in the presence of Thomas Hall, John Hyddon and Edmond Blake.

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(ii) 16 Martii a^o xx^o Eliz. The earl of Hertford's deed of feoffment to John Tutt and others of the hundreds of Ambrosbury and Allworthbury and of the manors of Trowbridge and Ambrosbury Erles (? *contemporary*).

2 July,
1578

115 Assignment by Robert Tubbe to the said earl of the unexpired portion of the lease at **113** in pursuance of the covenant for reconveyance therein; from Easter last. The grantor covenants to discharge the premises of all encumbrances. 2 July 20 Eliz. *English*.

Inscribed: Sealed and delivered in the presence of [*one name illegible*], John Rodney, Antoni Orame, William Monday (*signatures*).

Signed: Per me Robert Tubbe.

Seal: red wax; tag; fragment.

Endorsements: (i) 2 Julii 1578. A^o 20 Eliz. A resignation by Roberte Tubbe of the lease of Ambrosbury and Trowbridg for 500 years (? *contemporary*).

(ii) 2 July 1578. A reassignment of a lease to the Earl of Hertford of the manor and hundred of Amesbury, Winterborne and Allworthbury (c. 18th cent., *hand C*).

10 Sept.,
1580

116 Lease indented for life, with warranty, from Michaelmas next, by Thomas South the younger of Swalowclyffe co. Wilts, gentleman, to Clement Soper of Ambrosburye co. Wilts, husbandman, of a tenement in Ambrosburye with a plot of ground adjacent containing one yard of ground, between the lands of the earl of Hartford on the north and of master Dabneye on the south. Successive remainders for the life of each to John and Agnes eldest son and eldest daughter of Clement. Yearly rent 2s., in equal portions at Lady Day and Michaelmas. The lessor to reenter the premises if the rent be 15 days in arrear. The lessees covenant to repair the premises and so repaired to yield them up. 10 Sept. 22 Eliz. *English*.

Marked.

Seal: round; $\frac{9}{16}$ " ; device—three diametrical lines within a circle; red wax; tag.

Endorsements: (i) Signed, sealed and delivered (with this word Agnes "rased" in every place)¹ in the presence of Thomas Southe, Martha Sowthe, Thomas Mompesson, Richard Goldston, Roberta Hiscocke.²

¹ The meaning seems to be that the word "Agnes" has been substituted for some other word which has been erased.

² The witnesses names are in a different ink from that in which the rest of this endorsement is written and the first two names are underlined.

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- (ii) Ambresbury 2s.
- (iii) Clement Soper *twice, in different hands* (? *contemporary*).
- (iv) Clement Coopers [*sic*] counterpart (c. 18th cent., hand B).

1 Aug.,
1581

117 Lease indented for life in survivorship by Thomas South the younger of Swacliffe co. Wilts esquire and Martha his wife to Robert Lurgis of Lake co. Wilts yeoman, Thomas Waters and Robert son of Thomas Waters of a messuage or tenement called Paultons in Great Ambrosbury co. Wilts, with all meadows, feeding, pastures, common of pasture for sheep and all other cattle, with all appurtenances thereto belonging, late in the tenure of Thomas Gilbert. Yearly rent 19s. 8d. at Michaelmas and Lady Day, by even portions, with all other issues out of the premises. Consideration 57*l.* 13s. 14d. The lessees covenant to repair the premises and so repaired to leave them. The lessors to reenter the premises if the rent be one month in arrear and no distress may be found. The lessors covenant (a) that the premises are and shall continue discharged of all encumbrances made by Thomas South the father or the lessors; (b) for peaceable enjoyment; (c) within three years to make upon request such further assurances of the premises as shall be reasonably advised by the lessees or their counsel learned and at the lessees' costs. Appointment of William Staples and William Scott gentleman as attorneys to deliver seisin. 1 Aug. 23 Eliz. *English*.

Signed: Thomas Southe, Martha South.

Seals: (i) and (ii); missing; tags.

Endorsements: (i) Signed, sealed and delivered in the presence of Alex' Staples, Robert Garrard (*signatures*).

(ii) Possession and seisin of the within-named messuage and all things thereto belonging, with the appurtenances, taken by William Staples the within-named attorney and by him delivered unto the within-named Robert Lurgis the ixth day of October in the xxiiijth year of the reign of our sovereign lady Elizabeth the queen's majesty that now is etc. according to the strength, form and effect of the within-written indentures in the presence of George Douke (*signature*), Arthur Errington and William Bundy (*marks*).

(iii) The grant to Waters from Mr. Makepeace (? *contemporary*).

(iv) Memorandum that Robert Burde hath surrendered this lease and the whole estate thereof to come to Mr. Robert Newdyke this xxist day of September 1618 in the presence of John Duk, Thomas (?) Kode (*signatures*).

ANTROBUS DEEDS

between
27 Oct. and
3 Nov., 1581

118 Left-hand indenture of a final concord between Robert Lurgis, Thomas Waters and Robert Waters plaintiffs and Thomas Southe the younger esquire and Martha his wife deforciant of 1 toft, 1 barn, 20 ac. of land, 1 ac. of meadow, $\frac{1}{2}$ ac. of pasture and common of pasture for 100 sheep in Great Ambrosebury. *Sur concessit*. The plaintiffs to hold for their lives in succession. Yearly rent of 19s. 8d. to the deforciant and Thomas' heirs in equal portions at Lady Day and Michaelmas. Warranty. Consideration 40l. Westminster. One month from Mic. 23 Eliz.

Endorsed with a memorandum that the fine has been delivered for proclamation.

12 Sept.,
1584

119 Quitclaim indented by Thomas Sowthe the younger of Swaclyff co. Wilts, esquire, to William Trencharde of Cowtridge co. Wilts esquire, of a rent of 5s. 7d. due to Thomas out of the manor of Normanton co. Wilts, or lands there of William's inheritance to be enjoyed without hindrance of Thomas or of Thomas Sowthe the elder his father. Thomas the elder and the younger covenant to make such conveyance of the premises within the next three years as shall be reasonably required, provided that in so doing they shall not be forced to travel above 12 miles from their dwelling houses nor out of the county. 12 Sept. 26 Eliz. *English*.

Inscribed: Signed, sealed and delivered in the presence of Thomas Sayntbarbe, Richard Montpesson, Edward Baber, William Stockemay, Nicholas Erington and Vincent Fetiplace.

Signed: W^{llm} Trenchard.

Seal: missing; tag.

Endorsements: (i) The counterpart for the extinguishment of my quit or chief rent out of Normanton Manor.¹

(ii) A grant in fee from Thomas South to William Trenchard of a certain quit rent of 5s. 7d. due to Thomas South from the manor of Normington. Dat' 12 of Sept. anno regni reginae Elizabethae vicesimo sexto (*Hayward*).

16 Sept.,
1584

120 Gift (*barganizasse, vendidisse, feoffasse et hoc presenti carto meo confirmasse*) with warranty by William Trenchard of Cutridge co. Wilts, esquire, to Thomas Southe of Swacliffe co. Wilts esquire of a messuage or tenement called Droves Holde otherwise Droves Barne in Little Amesbury co. Wilts, sometime in the tenure of Robert Lurgis, and all lands, meadows, feedings, pastures, woods, underwoods, commons, waters, fishings (*piscar'*), rents, reversions, services, ways, paths, easements, commodities and hereditaments appurtenant

¹ The word "manor" has been added in Hayward's hand.

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which at any time were of the inheritance of William Trenchard or Richard Trenchard esquire his father, and all houses, edifices, barns, stables, orchards, gardens, yards, lands, tenements, meadows, feedings, pastures, common of pasture, wastes and commons of William Trenchard in the town, parish or fields of Great Amesbury and Little Amesbury; reserving a parcel of meadow (2 ac.), parcel of the premises and adjacent to a meadow of William Trenchard called le Mores, and a small parcel of land in the lane within Wrestlers Gate. Appointment of Richard Goldestone gentleman and Richard Grace as attorneys to deliver seisin. 16 Sept. 26 Eliz.

Inscribed: Signed, sealed and delivered in the presence of Thomas Sayntbarbe, Edward Baber, Rowland Ouldfeld, Vincent Fetiplace.

Signed: W^m Trenchard.

Seal: oval; $\frac{1}{16}'' \times \frac{8}{16}''$; armorial—per pale (i) 3 pales, (ii) a crescent in chief; red wax; tag; broken.

Endorsements: (i) A grant in fee from William Trenchard esquire of Cutridge to Thomas South of Swaclyffe of one messuage or tenement called Droves Holde otherwise Droves Barne situate in Litle Amesbury, with the appurtenances and fishing. Dat' anno regni reginæ Elizabethæ vicesimo sexto (*Hayward*).

(ii) 7.

(iii) The feoffment of Droves Hould (? *contemporary*).

(iv) 16 Sept. 26 Eliz. (c. 17th cent.).

(v) Mr Trenchard lease (c. 17th cent.).

30 Mar.,
1585

121 Gift (*dedisse, concessisse, barganizasse, vendidisse et hoc presenti scripto meo confirmasse*) with warranty by the same to the same of the same premises with trifling variations in the clauses of conveyance. Appointment of William Scott gentleman and Richard Grace as attorneys to deliver seisin. 30 Mar. 27 Eliz.

Inscribed: Signed, sealed and delivered in the presence of Thomas Sayntbarbe, Nicholas Erington, Edward Hooper, Edward Baber, Roberta Hiscocke, Thomas Peers, Vincent Fetiplace.

Signed: W^m Trenchard.

Seal: round; $\frac{8}{16}''$; device—a bird and a twig; red wax; tag, surrounded by pink tape.

Endorsements: (i) *Memorandum of livery of seisin last of March in the said year in the presence of Thomas Waters, Thomas Browne, Henry Rawlins, Robert Downe, Robert Hiscocke, George Miles, Giles Wlshere, Robert Burd, William Manners, Edward Blake the younger, William Harrison, Robert Peverell, Ralph Mills and John Grace.*

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(ii) A grant in fee from William Trenchard esquire to Thomas South of all that messuage or tenement called Droves Hold or Droves Barn with the appurtenances. Dat' tricesimo die Martii anno regni reginae Elizabethae vicesimo septimo (*Hayward*).

(iii) Liberty of fishing (*Hayward*).

(iv) 7.

(v) 30th March 27th Eliz. (? *contemporary*).

(vi) Mr. Trenchard (? *contemporary*).

(vii) Aqua Riaria [? *recte* Aquaria] (c. 18th cent.).

between
28 Apr. and
5 May, 1585

122 Right-hand indenture of a final concord between Thomas Southe the younger esquire plaintiff and William Trenchard esquire and Jane his wife deforciants of 1 messuage, 1 garden, 1 orchard, 100 ac. of land, 6 ac. of meadow and 500 ac. of pasture in Great Amsburye and Little Amsburye. *Come ceo*. Acknowledgment of the plaintiff's right and quit-claim by the deforciants and William's heirs. Warranty. Consideration 100*l*. Westminster. Quin. Eas. 27 Eliz.

Endorsements : (i) Wiltes. Inter Thomam Southe juniorem armigerum querentem . . . (*contemporary*).

(ii) A fine passed by William Trenchard and his wife to Mr. South of Droves Farm. Elizabethae reginae anno quinto (*Hayward*).

(iii) 8.

(iv) Easter Term 27 Eliz. (? *contemporary*).

9 July, 1588

123 Lease indented for life in survivorship, with warranty, by Thomas Southe the younger of Swalocleve co. Wilts and Martha his wife to Alice Longe otherwise Webbe of Weste Amesburie co. Wilts widow, Walter Longe otherwise Webbe and Richard Longe otherwise Webbe, Alice's sons, of (i) a messuage or tenement in Weste Amesburie wherein Alice dwells, with all meadows, pastures, commons, lands, tenements and other profits there, now or late in her tenure, reserving 4 ac. of arable in Hawborowghe Field, i.e. 2 ac. upon London Weye and 2 ac. in three pieces (one ac. and two halves) above "the half barrowe," and all pasture and feeding for sheep upon the downs and fields there called "the shepe leasue," over and above the feeding, pasture and leasow for 125 sheep which are to remain to the lessees ; (ii) 4 ac. of arable in Hawborowghe Felde over and above the premises, i.e. 1 ac. called Penny Aker, 2 ac. in two pieces (one piece of three halves and the other of one half) in the next furlong beneath, and one other acre called Hawborowghe Aker. Yearly rent to the lessors and Thomas' heirs 33*s*. 4*d*. at Michaelmas, Christmas, Lady Day and Midsummer, by even portions. Consideration (a) the

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surrender by Alice of her interest in a former lease of the premises, 20 July 18 Eliz. [1576], made to her, William Longe otherwise Webbe of Weste Amesburie husbandman, deceased, and John their son, now deceased, by Thomas Southe ; (b) 76*l.* 13*s.* 4*d.*

The lessors to reenter the premises if the rent be one month in arrear and sufficient distress may not be found or if the lessees commit waste without the lessors' licence. The lessees covenant (a) to discharge all quitrents, services and charges issuing out of the premises and to maintain the premises ; (b) that the lessors shall take the best beast or chatte personal of the lessees at the time of his or her death in possession, as heriot or farleu. The lessors covenant to make within three years upon request such further assurances of the premises with warranty against themselves and Thomas' heirs as shall be reasonably devised by the lessees or their counsel learned and at the lessees' cost, provided that in so doing Thomas shall not be required to travel above 12 miles from Swallockleve. Appointment of Walter Baberstocke and Thomas Voke as attorneys to deliver seisin. 9 July 30 Eliz. *English.*

Seals : (i) red wax ; tag ; fragment.

(ii) missing ; tag.

Endorsements : (i) Als. Long *alias* Web (? *contemporary*).

(ii) Amesbury. Longes lease for lives (c. 18*th* cent., *hand B*).

(iii) West Ambresbury : 33*s.* 4*d.* (? *contemporary*).

15 Sept.,
1590

124 Lease indented for 41 years (if Christian shall so long live) by Richard Modye of St Giles in the suburbs of Oxford esquire and Christian his wife to Phillipp Poore of Durlington co. Wilts gentleman of the site, circuit and ambit of the late dissolved " pryoresse " or abbey of Amesburie co. Wilts, all the demesne lands of the priory in Amesburie, and all lands, parcel thereof or therewith occupied by the lessee, of the demise of the late Dorrothye Berwicke widow to the lessee ; reserving the house called the Resceavors House late parcel of the premises and the garden thereto belonging and all houses called the Allmeshouses near the Resceavors House and the yearly toll coming by reason of the fair in Amesburie. Yearly rent 73*l.* 7*s.* 8*d.* in equal portions at Michaelmas, St. Thomas the Apostle, Lady Day and Midsummer. The lessors to reenter the premises if the rent be 14 days in arrear. The lessee covenants (a) not to do anything prejudicial to the lessors' estate and to yield up the premises in repair at the close of the term ; (b) that if Dorrothye Berwicke by her grant was bound to be at half the charges for repairing the premises he

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will likewise be at half the charges, or otherwise will repair them at his own cost. 15 Sept. 32 Eliz. *English*.

Signed : (i) By me Richard Mody.

(ii) C.M.

Seals : (i) round ; $\frac{1}{16}$ " ; (?) monogram—L and a pattern ; red wax ; tag ; defaced.

(ii) missing ; tag.

Endorsements : (i) Memorandum that the word " twenty " was erased and made " forty " before the ensealing and delivery of these presents.¹

(ii) Sealed and delivered in the presence of us (?) H. Callfeld, Nicholas Lymby, William Greene (*signatures*).

(iii) Wilts. 1590. 15 Sept. 32 Eliz. Reg. (? *contemporary*).

(iv) No. 1.

(v) The lease made by Phillippe Poore of the site of the priory in Amesbury etc. (? *contemporary*).

(vi) No ———— (*blank*).²

20 Mar.,
1591

125 Lease indented for life in survivorship, with warranty, by Thomas South the younger of the parish of Swallowclif co. Wilts esquire and Martha his wife to Thomas Lawes of West Amesbury in the parish of Great Amesbury co. Wilts day labourer and Marye and John Lawes his son and daughter of a tenement with a garden ground and a backside with a " platt " (5 lugs in length and 3 in breadth) and a cow lease in West Amesbury common, with the commodity of fishing in the common water in those times and seasons that the statute allows. Yearly rent, during the lessors' lives, 6s. at Lady Day and Michaelmas. The lessors to reenter the premises if the rent be one month in arrear and sufficient distress cannot be found. The lessees covenant to repair the premises and so repaired to yield them up. 20 Mar. 33 Eliz. *English*.

Inscribed : Sealed and delivered in the presence of Christofer Mompesson, Gorg Miles, Willm. Bealing.

Marked.

Seal : missing ; tag.

Endorsements : (i) Westambresbury 6s. (? *contemporary*).

(ii) Counterpart of Lawes lease (*c. 18th cent., hand B*) *Added in another* (? 18th cent.) *hand* liberty to fish the waters.

(iii) South ett Lowes [*sic*] (? *contemporary*).

¹ i.e. the term of years was altered from twenty-one to forty-one.

² Entered in the Abstract of the Duke of Queensberry's Leases and Purchase Deeds as Bundle A, No. 1.

ANTROBUS DEEDS

23 May, 1597 **126** Gift indented by Thomas Tooker of Shrewton co. Wilts, gentleman, to Giles Tooker of the city of Newe Salisbury co. Wilts, esquire, of all lands specified in indentures of 23 July last between Henrye Bruncker esquire and the said Thomas. Proviso for voidance if he shall give or tender to Giles a pair of gloves, value *6d.* or more, with an intent (to be declared upon their delivery) that these presents are void. 23 May 39 Eliz. *English.*

Inscribed : Signed, sealed and delivered and assented to by William Barlowe in the presence of John Barber and William Barlowe (*signatures*).

Signed : Thomas Tooker.

Seal : missing ; tag.

Endorsements : (i) Possession given and taken 25 May to William Woolly to the use of Gyles Tooker in the presence of Thomas Hyll and Thomas Umfry.

(ii) This grant of Sir Richard to South esquire of Poltons living at Amesbury will give some light into the value of that living. (*The foregoing is in Hayward's hand but has been cancelled. Below is written also in his hand* : This is written by a mistake.)

1597 **127** Brief in the cause against the dean and canons of Windesor for the prebends of Erchefont and Alcanninges.

The abbes and convent of St. Marie in Winchester were seised in fee of the manor of Erchefont *alias* Urchefont co. Wilts, of the parsonage impropriate thereof with the advowson of the vicarage there and of their advowson of the prebend of Erchefont as appendant (for aught known to the contrary) to the said manor ; also of the manor of Alcanninges co. Wilts, and of the advowsons of the parsonage and prebend of Alcanninges as appendant (for aught known to the contrary) to the said manor ; these were rural prebends and pensionable by the abbes and convent.

At the dissolution the possessions of the monastery were given by Act of Parliament 27 Hen. VIII [1535-6]¹ to the King, who by patent 7 June 28 Hen. VIII [1536] gave them to Edwarde then viscount Beauchampe (afterwards duke of Somersett) and lady Anne then his wife, to hold successively to them, the heirs male begotten between them, the heirs male of the body of the said viscount by any other woman after Anne's death, and the heirs female of the body of the said viscount. (The clauses passing the lands are quoted from the patent with the references " fol. 22 in copia," " fol. 23 in copia." At the foot of the page are the following notes : (i) " No words special in these patents to pass the advowsons of the said prebends, but yet nevertheless they pass by the several words after

¹ cap. 28.

ANTROBUS DEEDS

(as it seemeth to me), to wit, ' omnia mesugia, etc., possessiones, hereditamenta quecunque in Erchf' et Alcan', parcell' dicti nuper monasterii ', which is holpen much by the two clauses following, viz., ' adeo plene, etc.' Vide note Divers Com' fol. 350 at 21-22, le case de Bedwin rectorie aut prebente "; (ii) " N.B. But note the words be ' parcell' monasterii,' and not ' parcell' possessionum dicti monasterii,' nor ' spectan' sive pertinen' predicto monasterio '.")

Afterwards at the viscount's petition it was enacted by Private Act 28 Hen. VIII [1536]¹ for the confirmation of the said grant and patent that the viscount and lady Anne should hold *inter alia* the manors of Erchfount and Alcanninges and all meases, lands, tenements, rents, services, possessions [and] hereditaments there, according to the tenor of the said patent, by whatsoever names known and in whatsoever towns, parishes, hamlets or places lying. (A reference to " fol. 7 et 8 in copia," followed by an extract from the Act and the reference " fol. 12 et 13 in copia " thereto.)

The said viscount being so seised of the said manors, rectory and advowsons of the prebends and taking the prebends to be mere lay possessions and not ecclesiastical and presentable, in fulfilment of an exchange between himself and Edw. VI, bargained and sold them *inter alia* to the king by indenture 26 July 1 Edw. VI [1547], by name of his late prebends of Alcanninges and Urchefount otherwise Erchefount co. Wilts with their rights and appurtenances, with his parsonages and churches of Erchefount, Stapleforde, Tydcombe and Froxfelde, co. Wilts, with their rights and appurtenances, and his advowsons of the vicarages of the parish churches thereof, with covenant in the said indenture for further assurances. (*Marginale* : " Vide and consider further upon the said indenture what words special or general therein to convey the said prebend or patronage thereof, and whether ' prebenda ' will convey the advowson thereof, as ' ecclesia ' will cover ' advocacio rectorie '.")

The king, supposing himself to be seised of the said prebends by colour of the indenture, in pursuance of an exchange between him and the dean and canons of Windsore, granted them to the canons by patent ———— (*blank*) 1 Edw. VI. (In lieu of a quotation from the patent the following note is written in the margin : " A copy of these patents is to be taken out for all the words, to see what force they are of for to pass the advowson or further to appropriate the same, as they pretend.") By virtue whereof the dean and canons have since received the rents reserved for the prebends upon certain leases thereof formerly made (*sums left blank*).

By Act of Parliament 3 & 4 Edw. VI [1549-50]² for the fine and

¹ cap. 25.

² Not printed in *Statutes of the Realm*.

ANTROBUS DEEDS

ransom of the said duke it was enacted *inter alia* that the duke and the lady Anne may hold the manors, lands and tenements in Wiltshire hereafter named : Sherston manor etc., Erchefount manor and the farm there, Alcanninges manor with the farm there, with appurtenances, as they now hold them (Reference to : " fol. 12, 14 in copia ") ; with the like clause for all such lands etc., as 10 Oct. then last were taken as parcel thereof ; and for all advowsons, donations, nominations and presentations to all benefices, rectories, parsonages, vicarages and other spiritual promotions and dignities, appendant or belonging to any of the said lands or being in gross in any of the same ; and for all liberties etc. (Reference to : " fol. 14 et 15 in copia. ") It was further enacted that in consideration of the said fine and ransom the king should hold (a) Wotton Vetus manor etc., with all other lands, tenements, rents, reversions, services and hereditaments as 10 Oct. then last were taken as parcel thereof ; and (b) the residue of such other honors, castles, manors, lands, tenements and hereditaments, offices, fees, annuities, knights' fees, rents, reversions, services, advowsons, liberties and franchises in England and Wales and other the king's dominions as the said duke and lady Anne were seised of the said 10 Oct, other than such as are by this Act limited to them. (Reference to : " Fol. 17, 18, 19 in copia. ")

Here ends the abstract but on the back of the last sheet are written the following notes :—

First enquire of Mr. Harrys solicitor to the lord marquess for survey (" surveighe ") books of the said Marie abbey in Winton' to see whether the advowsons of the said prebends were before the dissolution thereof appendant unto the said manors or not.

For if they were appendant or in gross to the said manors and so continued the said 10th Oct. last before the said Act 3 and 4 Edw., then are they preserved by the clause reserving to the duke etc. all advowsons of all spiritual promotions and dignities, for so they were being presentable before, although they be not reserved by special name.

And first note that this statute, touching all these clauses thereof concerning the lands suffered to remain, is to be taken with favourable construction towards the duke like unto patents of restitution or " ouster le mayne " whereby the king giveth no estate, and therefore, in such cases, general words will pass advowsons without special name.

(?) 1 Objection. The duke before by his indenture 6 July 1 Edw. VI did bargain to the said king " prebentas predictas " by which words the advowsons thereof did pass to the king

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and thereby the advowsons of the same prebends (here an asterisk and in the margin the letter "Q") became to be neither appendant nor in gross in him "dicto 10 die Octobris, and then not reserved by the said clause."

(?) "Responsio." First "quere" whether the advowson of a prebend pass by the word ("prebende") by a common persons's grant, as the advowson of a rectory or parsonage passeth by the word "ecclesia."

And if it do not pass at all, then, being appendant or in gross before in the D[uke], it so remained "dicto 10 die Octobris, and so was reserved unto him by the said Act."

But if it did pass, it is to be considered what estate in the advowson did pass, viz., either but an estate for life of the duke because the duke was but tenant in tail of the advowson, or else the fee simple thereof by way of discontinuance; for if no discontinuance but an estate for life did only pass, as of a thing lying only in grant and not in livery, then the reversion of the said prebend did remain "dicto 10 Octobris" still appendant or in gross in tail unto the said duke, and so reserved unto him by that clause. "Vide 2."

But if the fee did pass *pro tempore* and yet the right of entail remained to his heirs special then the d[uke], having no estate in him "dicto 10 die Octobris", the same advowsons could not pass to the king by the last clause of the said patent giving all other hereditaments to the said king not before reserved unto the said duke whereof the duke etc. was seised of any estate of inheritance "dicto 10 Octobris." (Note. This reason maketh also for his lordship to rest the advowson in him after his father's death without (?) any petition or actions de droit and the estate determines; "de quo vide pl' civ' Walsing' case." If not in respect of the words of (*illegible*) in fee therefore to have petition or at least actions de droit.)

(Below. Vertically. 1597. 39 Eliz. Alcanninges. The Breviat).

English. 4 sheets of paper, sewn at the top, of which the verso of pp. 1 and 2 and the recto of p. 4 are entirely blank. Slightly torn.¹

Endorsements: (i) 1597. 39 Eliz. The breviae in the cause against the D. and canons of Windesor for the prebends of Erchefont and Alcanninges (*contemporary*).

(ii) 1597. 39 [Eliz.] . . . of Hertford and . . . of Windsor; . . . prebend of Erchfon[t] and prebend of Alcanninges (? *contemporary*).

(iii) This is legible and worth keeping (c. 18th cent.).

¹ Such marginal notes upon this document as are merely summaries of its respective paragraphs or elucidations of the handwriting have been omitted.

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2 July, 1600 **128** Lease indented for 20 years by the right honourable sir Edward Seymour knight baron Beauchamp and earl of Hertford to William Allen of Ambrosebury otherwise Amesbury co. Wilts innholder of (a) the messuage or inn called by the name of the sign of the George in the parish of Ambrosebury otherwise Amesburye co. Wilts, with all houses, edifices, buildings, courts, curtilages, bartons, gardens and orchards thereto belonging, 12 ac. of arable land called Billet Lande in the said parish [and] a close of meadow (1 ac. 2 r.) called Paradice, all parcel of the earl's manor of Ambrosebury otherwise Amesbury Priory and now in the lessee's tenure ; (b) the farm of the demesnes of Ambrosebury otherwise Amesburye Erles, with all barns, stables and other edifices and buildings, courts, curtilages, bartons, arable lands, meadow and pasture grounds, leasows, feedings, commons of pasture, sleights, sheepgates, feedings for sheep and other cattle, profits, commodities and hereditaments thereto belonging, all now in the lessee's tenure ; (c) a parcel of meadow or pasture ground (2 r.) lying along on the west side of the barton barn and a close of pasture called Durantes belonging to the said farm, lately divided and taken out of a close of meadow or pasture, parcel of a customary tenement of the manor of Amesburye Erles called Durantes, late in the tenure of Johanne Batter widow deceased ; reserving (i) 4 ridges of arable land parcel of the said farm on the north east part of Cuckelshill, abutting upon a hedge called Fosters Hedge in the parish of Ambrosebury, which ridges the earl intends to lay to the tenement called Durantes in recompense for the beforedemised meadow or pasture ground taken out of the close of meadow or pasture ground called Durantes, (ii) all such feedings, pasturages and commons of pasture, first cuts, crops or shares of grass and hay as have been customarily taken upon the farm for the use of the earl's copyhold tenants of the manor of Ambrosebury, otherwise Amesbury Earles, (iii) all metals, mines and quarries, and all woods, underwoods, timber trees and other great trees (except fruit trees) standing, growing, renewing or being on the premises, (iv) all hawks and herons breeding or keeping upon the premises, with liberty of fishing, fowling, hawking and hunting at all manner of game upon the premises for the earl and his servants by his licence. From Michaelmas last. Yearly rent 160*l.*, namely for (a) 23*l.* 15*s.*, for (b) and (c) 136*l.* 5*s.*, at Michaelmas and Lady Day by even portions.

The lessor to reenter the premises if the rent be 28 days in arrear or if the lessee alienate the premises to any person or body politic or corporate (other than to Alexander Tutt of Great Bedwyn co. Wilts esquire or William Yerburye of Trowbridge co. Wilts clothmaker) without the earl's licence first had in writing under his hand and seal. The lessee

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covenants (a) to repair, amend, cleanse, scour and keep the said inn and all houses, edifices, buildings, hedges, ditches, mounds, watercourses, fences and enclosures on the premises, and so repaired etc. to yield them up ; (b) yearly at seasonable times to set and plant upon the premises six trees likely to grow (whereof one shall be a fruit tree) and to keep the same as far as possible from spoil and destruction so that they may prosper ; (c) yearly upon warning to sue and do suit to the earl's courts of the manors of Amesbury Priory and Amesbury Earles, suffer himself to be ordered and justified by the stewards, homagers and tenants thereof, and pay such fines, pains and amercements as shall be by the court assessed, as the customary tenants do for their customary tenements parcel of the same ; (d) twice yearly for two days and one night to allow the earl's officers, coming to survey or keep the law days and courts baron of the manors or courts of Amesbury hundred or about other the earl's affairs concerning the manors, sufficient meat, drink and lodging for them and their retinue (not exceeding six persons in all) and stabling, litter, hay, provender and grass sufficient for their horses and geldings not exceeding six ; (e) that he and any others who by force of these presents shall keep any sheep going, feeding and pasturing upon the premises or the earl's sheep pasture belonging to the manors, will pen and fold the same upon the premises and not elsewhere, and will spend and bestow upon the premises and not elsewhere the straw and hay or the most part thereof coming and growing of and upon the premises and the soil and compost made and rising therefrom ; (f) not to plant any woad upon the premises or plough, break up, ear, sow or convert into tillage any of the meadow or pasture grounds (other than such pasture ground as at the time of ploughing, earing or converting is known to be barren and old lane ("layne")¹ ground and such as by the course of good husbandry will be the better afterwards for being so treated) without the earl's special licence first had in writing under his hand and seal ; (g) not to be retained into the service of any person without the earl's licence first had in writing under his hand and seal, but (if not unmeet for such service in respect of sex, age or sickness or other bodily debility and if so required) to be always ready serve the Queen under the conduct of the earl when the same shall in his own person serve in Her Majesty's wars.

The lessor covenants (a) upon request made to him, his surveyor, woodward or other officer, to allow the lessee yearly for firebote and hedgebote to be spent upon the premises 1 ac. of coppice wood standing, growing, renewing or being in or upon his coppices or coppice woods, parcel of Bentley Woodes co Wilts, when the earl shall fell or cut down the same, the

¹ Lane—an irregular strip of grass bounding an arable field.

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falling, cutting down, making and carrying whereof shall be at the lessee's cost ; (b) within two years at his own cost to advance or build higher the old range of building of the said inn, extending from the gatehouse of the inn and adjoining the common highway leading through part of the town or village of Amesbury, to a height such as the earl has already advanced another range extending eastward from the gatehouse ; (c) within two years at his own cost to erect and new build on the west side of the court or curtilage of the inn a range of building to extend from the range on the south side thereof to the stables on the north side thereof, the nether rooms or storey of which new range shall be converted into meet and convenient stables and the upper rooms into chambers or lodgings for carriers ; (d) within two years at his own cost to erect and new build on the site of the farm of the demesnes of the manor of Amesbury Erles one house or more meet and convenient for (i) lodging husbandmen and servants in husbandry to be employed in or about the husbandry of that farm and (ii) the making of malt to be spent yearly on the farm, with a convenient oast (" a nost ") for drying the malt and with ovens in the houses for necessary use in the husbandry of the farm ; (e) for peaceable enjoyment. 2 July 42 Eliz. *English. 2 mm.*

Inscribed : Examinatur per Ric. Wheler.

Seal and tag seem to have been cut off.

Endorsements : (i) Sealed and delivered in the presence of Edmund Pyke, Rob. Flemmynge, Justinian Peerson (*signatures*).

(ii) Wiltes. 2 Julii 1600 42^o Elizabeth Regine.

The counterpart of an indenture of lease made to William Allen for the term of xxth years of the inn called the George in Amesburye and of the farm called Earles Fearme and of other lands there (*contemporary*).

30 Oct., 1600 **129** Lease indented for 31 years by Gyles Dawbeney of Wayford co. Somerset esquire and James Dawbeney his son and heir apparent to Thomas Chafyn of Weste Amesburie co. Wilts of a capital messuage, farm and tenement of four yardlands in West Ambsbury, now or late in the tenure of Sibill Hunte widow and Thomas Bydell her son, and all houses, barns, stables, buildings, dovehouses, gardens, orchards, ponds (" poundes "), weirs, floodhatches, fishings, arable lands, meadows, pastures, closes, feedings, commons, sheep pastures, downs, wastes, royalties, liberties, privileges, ways, paths, easements, profits, commodities, advantages, emoluments and hereditaments in Weste Ambsbury and Greate Ambsburie thereto belonging ; as held by Sibill Hunte, Thomas Bydell or ——— (*blank*) Bydell deceased, Thomas' father ; reserving

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the liberty of fishing in the rivers or fishing places in Weste Ambsbury. From the death, forfeiture or surrender of Sibill and Thomas. The lessee to render yearly to Gyles 33s. 4d. at Lady Day and Michaelmas by even portions, and to others other rents due, and upon reasonable summons to do suit to Gyles' court twice yearly and to be justified by the same touching the premises as other tenants of the manor of Weste Ambsbury have used to do and be. Consideration 200 marks.

Gyles to reenter the premises if the rent be 20 days in arrear and sufficient distress cannot be found. The lessee covenants (a) to repair, hedge, fench and ditch the houses, ponds, weirs, floodhatches, fishings, fishing places, hedges, fences and ditches belonging to the premises and so repaired etc. to leave them, taking by Gyles' appointment sufficient timber upon the premises for the doing thereof; (b) twice yearly for two days and nights to find for Gyles, his steward and three men or servants and their horses, geldings or riding beasts, sufficient meat, drink, lodging, stableroom, hay, grass, provender and litter in the said mansion house or other convenient place in or near Weste Ambsbury.

The lessors covenant (a) that they are the true owners in fee simple or tail of the immediate reversion of the premises expectant upon an estate for life of Sibill and Thomas without limitation of future use to frustrate the same, and that there is no reversion or remainder of the premises in the Queen or any other; (b) that they have power to demise the premises; (c) that the premises are and shall remain discharged of all encumbrances; (d) that they and Elizabeth, Gyles' wife, this side Christmas next upon request of the lessee and at his cost will by some name to be devised by the lessee acknowledge the premises to be the right of John Dawbeney and Henry Longe gentleman as those which they shall have of their gift and shall quitclaim them to the same and Henry's heirs, which fine and all other assurances shall enure for strengthening this demise, provided that for the doing thereof they be not compelled to travel further than their dwelling place. 30 Oct. 42 Eliz. *English*.

Inscribed: Examinatur per me Johannem Lowe.

Signed: Gyles Dawbeney, James Dawbeney.

Seal: (i) oval; $\frac{1\frac{1}{2}''}{1\frac{1}{8}''} \times \frac{1\frac{1}{8}''}{1\frac{1}{8}''}$; armorial—(?) 3 lozenges in fesse—the shield surmounted by a helmet with mantling; red wax; tag, surrounded by a piece of blue tape; defaced.
(ii) fragment of red wax; tag.

Endorsements: (i) Sealed and delivered in the presence of us Will. Arnold (*signature*), Thomas Marcyce (*marked TM*), William Rood (*mark*).

(ii) A lease for xxxi years of a farm in West Amesbury in the county of Wilts after the deaths of

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lessee covenants as in **131**. The lessor to distrain upon the premises if the rent be 12 days in arrear until the rent, arrears thereof and 16s. in name of a pain be paid. The lessor covenants as in **131**. *English*.

Inscribed with a memorandum that certain words were inserted before the sealing and delivery of the deed.

Signed : Gyles Dawbeney.

Seal : red wax ; tag ; defaced and broken.

Endorsements : (i) Signed, sealed and delivered in the presence of William Newbye (*marked with a cross and the words "Signum Willelmi Newbye testis"*), William Long *alias* Webe "testis" (? *signature*).

(ii) as (ii) in **131**.

(iii) The counterpart of Richard Heade's lease (c. 18th cent., *hand B*).

(iv) R. Heead his lease (? *contemporary*).

28 Feb., 1606 **133** Draft of an assignment indented by sir Alexander Tutt of Oxenwoode co. Wilts knight and Edmund Pyke of Merton co. Wilts, gentleman, to Henry Smyth the elder of Amesbury co. Wilts esquire of the unexpired portion of a lease of the premises described in **100**, if Christian Barwicke therein mentioned shall so long live ; reserving (a) the site of the late priory of Amesbury, the capital and mansion house late erected upon the demesne lands thereof, the gatehouse near the inn called the George in Amesbury, all outhouses, kitchens, laundries, brewhouses, slaughterhouses, stables, barns, coach houses, all other houses, edifices and buildings in and upon the late priory lands, all orchards, gardens, hopyards and parcels of land, enclosed with hedges, walls and rails, and all walks, ways, profits, easements and commodities, all now or late in the earl of Hertford's tenure or kept to his use and enjoyed with the mansion house ; and (b) all other lands, tenements, hereditaments, profits, commodities, advantages and emoluments which are reserved to the earl in an indenture of this date (**134**) whereby he leased *inter alia* the Priory Farme of Amesbury, St. Johns Faire and an acre of wood to the grantee, for the life in survivorship of the grantee himself, Thomas Smyth and Henry Smyth the younger at the rents and under the covenants therein expressed. The grantors have acquired their interest in the premises from Phillip Poore the younger to whom it was assigned for 41 years (if Christian Barwicke should so long live) and enjoy the residue of that term to the earl's use under the same condition. Covenant by the grantors for peaceable enjoyment, with proviso for reentry by them if Elizabeth wife of Henry Smyth the elder, Thomas Smyth and Henry Smyth the younger should die during the lifetime of

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Christian Barwicke. 28 Feb. 3 Jas. I. *English. Paper.*
5½ pp.

Endorsements : (i) Wiltes (? *contemporary*).

(ii) The assignment of Amesbury Priory Farme
in com' Wiltes by Sir Alexander Tutte and Mr. Pyke.

28 Feb. 3 Ja. regis (? *contemporary*).

(iii) 28th Feb. 1606 (*c. 18th cent., hand C*).

(iv) 1625 1766

138 1606

1763

160

Same date

134 Lease indented for the life in survivorship of Elizabeth the lessee's wife and of Thomas Smyth and Henry Smyth the younger, two of his sons, by the right honourable sir Edward Seymour knight baron Beauchampe and earl of Hertford to Henry Smyth the elder of Amesbury co. Wilts esquire of: (1) the farm called The Farme of the Priory of Amesbury co. Wilts, and all lands, meadows, pastures, tenements, hereditaments, commons and sheep-walks thereto belonging, late in the tenure of William Allen, with a yardland now also in his tenure, heretofore demised therewith and reputed parcel thereof; reserving (i) the site of the late priory, the capital and mansion house late erected upon parcel of the demesne lands thereof, the gatehouse near the inn called The George in Amesbury, all outhouses, kitchens, laundries, brewhouses, slaughterhouses, stables, barns, coach houses, all other houses, edifices and buildings in and upon the late priory lands, all orchards, gardens, hopyards and parcels of land, enclosed with hedges, walls or rails, and all walks, ways, profits, easements and commodities, all now or late in the earl's tenure or kept to his use and enjoyed with the mansion house; (ii) from Lady Day to 20 Sept. every year, the pasture grounds called The Parkit, The Priory or Abbey Greene or The Woodparke, and the herbage, hay, grass, profit and commodity thereon arising, with free ingress, egress and regress in, to and from the excepted premises over the premises demised, for necessary carriage and otherwise at the earl's pleasure; (iii) all metals, mines and quars and all woods, underwoods and timber trees and other great trees growing and being in or on the premises whether excepted or demised, with ingress, egress and regress in, upon and to the same for felling, digging, rooting and carrying; (iv) all hawks and herons breeding and keeping in and upon the premises and all rivers, streams and watercourses running by or through the premises demised or excepted, with liberty of fishing, fowling, hawking and hunting at all manner of game for the earl, his servants and others by his licence and appointment. (2) The fair called St. Johns Faire in Amesbury, with all profits,

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tolls, liberties, commodities and advantages belonging thereto, and 1 ac. of coppice wood, lop and shroud, to be yearly taken out of Bentley Woodes, by the assignment of the woodward or other officer of the earl, to be yearly cut, carried and brought away at the lessee's costs. Yearly rent 60*l.* at Michaelmas and Lady Day by even portions. Consideration 500*l.*

The lessee covenants (a) if the rent be 20 days in arrear and be demanded of him on the premises, to pay the lessor for every default 5*l.* in name of pain, for which as for the rent the lessor may distrain, and if it be 30 days in arrear the lease to be void ; (b) to repair and cleanse all hedges, ditches, mounds, fences, watercourses, enclosures, stiles, gates and ways in or upon the premises, and so repaired and cleansed to leave them ; (c) to discharge the premises of all encumbrances ; (d) at seasonable times to pen and fold in and upon the premises or some part thereof, all such [? sheep] as shall be feeding and depasturing thereon ; (e) to spend and bestow upon the premises or some part thereof, and not elsewhere, all straw growing thereon and all soil and compost had and rising thereof and thereon ; (f) that neither he nor any by his procurement will kill any deer in any of the earl's forests, parks, chases or lands, without licence first had, or, if he do, to pay the earl for every doe or male deer under a sore 50*s.*, and for every buck or sore 5*l.* and for every red deer 6*l.* 13*s.* 4*d.* ; (g) not to plough, break up or till any pasture grounds or meadows demised but such as have heretofore usually been ploughed and tilled nor to [? sow woad] on any part thereof ; (h) not to alienate the premises, except to his wife, children or the parties named, without the earl's licence first had in writing under his hand and seal ; (i) at any time hereafter upon reasonable request to determine, by surrender, forfeiture or some other means, his estate in these premises upon the making to him [in exchange] of a sufficient estate in the farm called Earles Farme or the Earledome Farme in Amesbury, for the life in survivorship of Elizabeth his wife and Thomas and Henry the younger his sons at a yearly rent of 100*l.* at Lady Day and Michaelmas by even portions, and with such covenants as are in these presents and are usual ; (j) upon the making of the lease at (1) to pay to the earl 400*l.* in equal portions at Michaelmas and Lady Day then next and within two years to build upon the same premises a mansion house, whereupon he shall bestow 100*l.* at least, the earl finding for the same rough timber to be cut, carried, wrought and set up at the lessee's costs.

The lessor covenants (a) for peaceable enjoyment ; (b) to save the lessee harmless against the interest of Richard Mody esquire and Christian his wife, or else upon reasonable request to recompense him for lawful eviction, entry, title, trouble,

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molestation or loss suffered by him at their hands or any other's ; (c) within four years upon request to suffer a fine or recovery to be levied or had of the premises as may be reasonably required by the lessee's counsel learned and at the lessee's cost, provided (i) that of the earl's part no further warranty shall be contained therein than against the earl, his heirs and assigns, and (ii) that in making such fine or recovery the earl shall not be forced to travel from his abode ; such fines and recoveries to be for the perfecting of this lease and after to such other uses as the earl shall appoint. Appointment of Robert Bundy and Thomas Perry of Amesbury the earl's yeoman as attorneys to deliver seisin. 28 Feb. 3 Jas. I. 1605. *English. Stained and defective.*

Signed : Henry Smythe.

Seal : missing ; tag ; defective.

Endorsements : (i) Signed, sealed and delivered in the presence of Ric. Wheler, Ja. Kyrton, James Kyrton [*another*], Josias Kirton (*signatures*).

(ii) 1605 (c. 18th cent.).

(iii) Amesbury Priory in com' Wiltes'. A counterpart of a lease to Mr. Hen. Smythe of the Priory farm at Amesbury 20 Feb. 3 Ja. Reg. 1605 (? *contemporary*).

2 Dec., 1606 **135** Surrender indented by sir Alexander Tutt of Oxenwoode cos. Wilts and Berks, knight, and William Allen of Ambrosebury otherwise Amesbury co. Wilts, innholder, to the right honourable sir Edward Seymour knight baron Beauchampe and earl of Hertforde of the unexpired portion of the lease described in **128**. In consideration that the earl has contracted with William Allen (at his request) for a new lease of the premises at (a) therein and of another farm called Prioury Farme in Ambrosebury otherwise Amesbury with all lands, tenements and hereditaments thereto belonging, for the life in survivorship of William Allen, Johanne Manners wife of William Manners, and John Doleman son of Tristram Doleman. William Allen covenants that he or sir Alexander Tutt is owner of the premises which shall continue and be discharged of all encumbrances. 2 Dec. 4 Jas. I. 1606. *English.*

Marked with the mark of William Allen.

Seals : (i) missing ; tag.

(ii) oval ; $\frac{1}{8}'' \times \frac{9}{16}''$; (?) monogram—(?) R.C. ; red wax ; tag.

Endorsements : (i) Signed, sealed and delivered by the said William Allen in the presence of those whose names be underwritten : James Kyrton, Josias Kirton, Barnabe Penethorne, Allin Cuningtun (*signatures*).

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(ii) 1606. Wiltes. A surrender made by William Allen of the house or inn in Amesbury called the George and some grounds to the same belonging, and of the farm there called the Erles Fearme unto the Earl of Hertford (*contemporary*).

Undated

136 Draft of the foregoing but with the consideration omitted. *English. Paper. 2½ pp.*

Endorsements : (i) Wilts. Sir A. Tutt and W^m Allens surrender of the inn in Amesbury with Earles Farme (? *contemporary*).

(ii) Copy. Surrender from Sr Alex^r Tutt and Will^m Allen to the Earl of Hertford of the George Inn in Amesbury and of Earles Farm &c. "(not dated)" (*c. 18th cent., hand C*).

2 Dec., 1606

137 Surrender by Henry Smyth the elder of Amesbury co. Wilts, esquire, to the right honourable sir Edward Seymour knight baron Beauchampe and earl of Hertford of his interest in the premises described in **134**. In consideration that the earl has contracted with William Allen (at his request) for a new lease of the premises. The grantor covenants that he is owner of the premises which are discharged of all encumbrances. 2 Dec. 4 Jas. I. 1606. *English. Defective.*

Signed : Henry Smythe.

Seal : irregular oval ; $\frac{1}{8}'' \times \frac{1}{8}''$; *blank* ; red wax ; tag ; damaged.

Endorsements : (i) Signed, sealed and delivered in the presence of James Kyrton, Josias Kirton, Barnabe Penethorne, Allin ? Cuningam (*signatures*).

(ii) Anno 1606. Surrender of lease of Amesbury Farm and Saint Johns Fair &c. (*c. 18th cent., hand C*).

(iii) Henry Smith, Esq. (? *contemporary*).

between
2 Dec.
1606, and
23 Mar.
1607

138 Draft lease, for the life in survivorship of the lessee, Johanne Manners now wife of William Manners of Ambrosebury co. Wilts and John Doleman son of Tristram Dolman of Hungerford co. Berks yeoman, by the right honourable sir Edward Seymour baron Beauchampe and earl of Hertford to William Allen of Ambrosebury otherwise Amesbury co. Wilts, innholder, of (i) the premises at (a) in **128** now or late in the occupation of the lessee ; (ii) the farm, called the farm of the priory of Amesbury, and all that prison house standing and being within the gatehouse new erected by the said earl, and all meadows, pastures, commons, feedings, sheepwalks, profits, easements and commodities thereto belonging, now or late in the occupation of Henry Smyth, the yardland late in the

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occupation of the same and heretofore in the occupation of the lessee heretofore demised with the farm and reputed parcel thereof. Reservations (i) to (iv) as reservation (i) in **134** with the insertion of the word "pales" between "walls" and "rails" and with the added reservation of ingress, egress and regress at all times into and from the excepted premises over every part of the demised premises for the chasing through the same at the earl's pleasure; (v) all commons, commons of pasture and feedings heretofore used to be had and taken on the premises; (vi) as reservation (iii) in **134**, but with the exception of "fruit trees" out of the general reservation of great trees, and with the insertion of "standing" before "growing" and of "cutting" after "rooting"; (vii) as reservation (iv) in **134** but with the addition of "near" between "by" and "through." Also lease of St. Johns Faire to be held in the streets, fields and town of Amesbury and not in or upon the enclosed ground called The Priory Garden or Abby or Priory Greene of the said farm, with all profits, tolls, liberties, commodities and advantages . . . and all woodsales there by assignment of the woodward or other officer of the earl, to be yearly cut and brought away at the lessee's costs. Yearly rents, for (i) 23^[l. 15s.], for (ii) 60*l.*, at Michaelmas and Lady Day by even portions. In consideration (a) of the surrender by the lessee of his interest in the premises; (b) 500*l.*¹

The lessee covenants (i) if the rent be 15 days in arrear and be demanded at the said inn, to pay the earl 20*l.* for every default, for which as for the rent the earl may distrain, and if it be 28 days in arrear that the lease shall be void; (ii) to repair, cleanse, and keep the houses, edifices, buildings, hedges ditches, mounds, fences, enclosures, watercourses, stiles, gates and ways standing and being upon the premises and so repaired etc. to yield them up, towards the repairing of which fences it shall be lawful for the lessee to take the shrouds of the before-excepted trees by the assignment of the bailiff of the manor; (iii) to discharge all quitrents, outrents and other charges out of the premises and save the earl harmless concerning them; (iv) yearly at seasonable times to plant and set upon the premises five trees, whereof one shall be a fruit tree . . .; (v) likewise to spend and bestow upon the premises and not elsewhere the straw and hay, or the most part thereof, coming and growing of and upon the premises and the soil and compost made thereon; (vi) yearly upon warning to do suit to the earl's manor courts of Amesbury Earles and Amesbury Priory in Ambrosebury, suffer himself to be ordered and justified by the steward, tenants and homagers, and pay such pains,

¹ A clause providing for the payment of a moiety on 2 Oct. [altered to last Oct.] then next, and a moiety on last March then next has been cancelled.

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ameracements and sums of money as shall be by the courts assessed, as the customary tenants of the manors do for their customary lands ; (vii) . . . to erect (?) a barn upon some fit place to be appointed by the earl or his officers in or upon the said farm, the earl allowing the lessee upon request to him or his officers such necessary old or other timber out of his Bently Woodes (the same to be felled and carried by the lessee) as shall be thought fit for the erecting thereof ; (viii) twice yearly for two days and two nights to entertain at his own cost at the said inn the earl's steward and officers coming to the premises to keep courts and survey the earl's lands in Amesbury or about other the earl's business concerning the premises, allowing them sufficient meat, drink and lodging for them and their retinue, and stabling, hay, litter, oats, beans and other provender or grass sufficient for their horses, mares or geldings, the steward and officers not exceeding eight persons in number nor having with them above eight horses ; (ix) yearly at his own cost to find six cartloads of good and sweet hay, well laden, to be drawn with six horses or geldings and to be brought, laid in and mown in the earl's hayhouse in Amesbury²; (x) likewise to find sufficient pasture and feeding for 10 geldings or nags in the pastures, fields and meadows before demised adjoining the earl's mansion house in Ambresbury, so long as the earl shall make his abode at Amesbury (so that the same be not above the space of 14 weeks together in every year), [? whenever the said nags] be brought to Amesbury for the removal of the earl to any other place as often as he shall think fit to return to or from Ambresbury during the said 14 weeks, and if the earl keep no standing house at Amesbury³ for a year nor have the benefit of the said pastures and feedings for the nags or geldings, to pay the earl the yearly sum of 10*l.* for every year in which the earl shall be absent or shall not take the profit of the pastures and feedings ; (xi) that neither he nor others by his consent or procurement shall kill in any of the earl's forests, parks, chaces or lands any deer without the earl's licence first had in writing, or if he do to pay the earl for every doe or male deer under a sore so killed 5*os.*, and for every buck or sore 5*l.* and for every red deer 6*l.* 13*s.* 4*d.* ; (xii) not to plough, break up or till any of the pasture grounds or meadows before demised except such as have heretofore within ten years been usually ploughed and tilled ; (xiii) not to sow any woad on the premises ; (xiv) not to alienate the premises except to the wife or children of himself or those upon

¹ A clause providing for an allowance to the lessee by the lessor of 20*l.* towards the costs of erection has been cancelled.

² A clause providing for the payment by the lessor to the lessee of 20*s.* a load has been cancelled.

³ i.e. dwell at Amesbury.

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whose lives the estate is limited without the earl's licence first had [? in writing] under his hand and seal ; (xv) not to be retained into the service of any person without the like licence but (if not unmeet for such service in respect of sex, age or sickness or other bodily debility and if so required) to be always ready to serve the King under the conduct of the earl when the same shall in his own person serve in His Majesty's wars ; (xvi) to keep the said inn as a common inn and hostelry (" hostery "), keep hospitality and receive such travellers and guests as repair thereto.

The lessor covenants (i) upon request to him or his officers yearly to allow for hedgebote and firebote to be spent upon the premises and to be felled and carried away at the lessee's costs the underwood of one acre of coppice wood in Bently Woods, and upon like request to allow him sufficient rough timber standing and growing upon the premises for the maintenance of the houses, edifices and buildings of the same, the said timber to be felled, squared, carried and set up at the lessee's costs ; (ii) to allow the lessee as need shall require to take at seasonable times sufficient haybote, hurdlebote, foldbote, cartbote and ploughbote standing and growing upon the premises, the same to be spent upon the premises only, without spoil or waste ; (iii) for peaceable enjoyment.¹ 4 Jas. I. *English*. 21 pp. (of which pp. 18 and 19 are pinned to p. 20). *Paper*. *Defective and much corrected*.²

Endorsements : (i) on p. 7: "made at the costes and charges of the said William Allen of . . . all that farme comonly called the Farme of the Priory of Ambrosebury alias Amesbury in the said county of Wyltes and all landes."

(ii) on p. 8: "A replicacion of Henry Cole complainant to the answere of Richard Frauncys and Edith his wyfe complainantes. The complainant averreth and maintaineth his said bill of complaint and all and every the matters and thinges therein contained to be very good, just and trewe in such sorte, manner and forme as in the said bill of complaint ys. declared."

(iii) on p. 20. "The saide Henry S."

(iv) on p. 21. "Wiltess^r. The copy of Mr. Allens lease of the priory farme in Amesbury. 4 Ja' regis." (? *contemporary*).

(v) on p. 21. 4 Jas. 1607. Copy lease of the priory farm in Amesbury (c. 18th cent., *hand C*).

¹ A clause providing that the lessor shall, within four years, make upon request such assurances of the premises as shall be reasonably required by the lessee's counsel learned and at the lessee's cost has been cancelled.

² It appears from clause (xv) of the lessee's covenant that the original draft is *temp. Eliz*. Corrections to the original draft have been made in several hands.

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between 6
and 13 Oct.,
1607

139 Left-hand indenture of a final concord between William Juniper plaintiff and Gilbert Beckington deforciant of 1 messuage, 2 cottages, 3 gardens, 3 orchards, 80 ac. of land, 10 ac. of meadow, 3 ac. of pasture and common of pasture for all manner of beasts in West Ambury. *Come ceo.* Acknowledgment of the plaintiff's right and quitclaim to him. Warranty against the deforciant, his heirs, the heirs of Melior his father deceased and of John his grandfather. Consideration 100l. Westminster Oct. of Mic. 5 Jas. I.
Endorsed with a memorandum that the fine has been delivered for proclamation.

16 Dec., 1607

140 Marriage settlement tripartite between (a) Gyles Dawbeney of Wayford co. Somerset esquire and Elizabeth his wife, (b) John Pawlett of George Hinton co. Somerset, Christopher Preston of Crickett Thomas co. Somerset, John Peter of Bowhay co. Devon, Henry Drake of Childhay co. Dorset, John Merefeild of Crewkerne co. Somerset, esquires, and Fraunces and Hugh Dawbeney, Gyles' younger sons, and (iii) James Dawbeney gentleman Giles' son and heir apparent and Elizabeth Peter sister of John Peter whom James intends to marry ; made (a) in consideration of the marriages had and to be had between Giles and Elizabeth Dawbeney and James Dawbeney and Elizabeth Peter respectively, (b) for competent jointures to be made to Elizabeth Dawbeney and Elizabeth Peter, and (c) for settling the manors, lands etc. of Giles Dawbeney in his name and blood.

Giles covenants with the other parties that he and his wife will before Pentecost next levy a fine "sur connizans de droit come cio" to the parties at (ii) of the manor, capital messuage, barton and demesnes of Wayford, the advowson of the church thereof, the moiety of the manor of Chellington co. Somerset, the manor of Newnam co. Dorset, and all messuages, lands, tenements and hereditaments in the parish of Broadwysor co. Dorset, whereof he stands seised of any estate of inheritance, the manor of Little Amisburie co. Wilts, the messuages, lands, tenements, meadows, leasows, pastures, woods, underwoods, rents, reversions, services, commons, profits, commodities, liberties, franchises, privileges, royalties, emoluments and hereditaments thereto belonging, and all other messuages, lands, tenements, rents, reversions, services, liberties, franchises, immunities, privileges, royalties, profits, commodities, emoluments and hereditaments, whereof Giles is seised of any estate of inheritance, in the towns, parishes, villages, hamlets or fields of Wayford, Krewkerne, Chellington, Newnam, Broadwysor, Little Amisbury, West Amisbury, East Amisbury and Great Amisburie ; and that the conusees shall stand seised thereof to the following uses :

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(i) The premises in Wayford to the use of Giles for life without impeachment of waste ; after his death James to have for life a yearly rent of 50*l.* out of the premises at Lady Day, Midsummer, Michaelmas and Christmas, by even portions ; after Giles' and James' deaths Elizabeth Peter to have a like rent ; after Giles' death Fraunces and Hugh to have yearly rents of 20*l.* for life severally. The conusees to stand seised of the premises after Giles' death to the use of Elizabeth his wife in name of her jointure, charged however with the foregoing rents. It shall be lawful for Giles to devise the premises by will and testament for a term not exceeding three years from the death of himself or his wife (whichever shall survive) to such persons and to such uses as he shall please, charged however as above ; but thereafter to the use of James in tail male, charged as above. If James die without male issue but with daughters surviving, the conusees to stand seised of the premises until they shall have levied 1500*l.* towards the marriage portions and advancement of the daughters, if they shall live ; and thereafter to the use of Fraunces in tail male and in default to the use of Hughe in tail male. If James, Fraunces and Hughe die without male issue, but Fraunces and Hughe have daughters surviving or James have daughters or heirs general of his body surviving capable of inheriting the premises, the conusees shall after the death of Giles and his wife stand seised of the premises, until, with the residue of the profits thereof (besides the said rents), they shall have levied 1500*l.* towards the marriage portions and advancement of Fraunces' and Hugh's daughters, if they shall live ; and thereafter to the right heirs of James, charged as aforesaid. If any of the profits of the premises remain in the conusees' hands and none of the said daughters live to be advanced, the same shall be paid by them to him who is next in remainder to inherit the premises.

(ii) The residue of the manor of Wayford and the other premises mentioned, to the use of James for life, Elizabeth Peter for life in name of jointure, and thereafter to James' heirs male, Fraunces, his heirs male, Hugh, his heirs male and James' right heirs in succession. If Elizabeth Dawbeney die during Gyles' lifetime, Gyles may by writing subscribed and sealed in the presence of at least four witnesses grant any part of the premises, not exceeding 100*l.* in yearly value, or a yearly rent, not exceeding 100*l.*, issuing out of the premises to any other woman whom he may marry for her life for her jointure, and the said conusees shall stand seised thereof to her use accordingly. If Elizabeth Peter shall die in James Dawbeney's life-time, James may by like writing likewise attested grant the premises and a yearly rent of 50*l.* thereout to any other woman whom he may marry for her life for her jointure, the said rent to

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begin after the decease of Gyles and James. If a son and heir apparent of James Dawbenny marry during his father's lifetime, James may by like writing likewise attested grant to any woman whom the son may marry, for her life for her jointure, the lands limited for the jointure of Elizabeth Peter, or any part thereof expectant upon her death, or indeed any part of the premises not exceeding 100*l.* in yearly value or a yearly rent not exceeding 100*l.* issuing out of the premises, to take effect from the decease of Gyles and Elizabeth Dawbeney; provided that the said jointure do not extend to prejudice the estate limited to Elizabeth Dawbeney or any other wife of Gyles to whom he shall limit any estate.

The fine and seisin of the conusees shall be further to the use that if Elizabeth Dawbeney at any time after Giles' death shall convert to tillage any of the following grounds parcel of the demesnes of Wayford, namely Water Close Conniger, "the underwood meade," Cheasham, the meadow by Otehill bridge, Bakers Parke, the meadow adjoining Middle Parke, the Highe Parke called Wolmans Parke, and the Six Acres, James Dawbeney and the heirs male of his body, or in default Fraunces Dawbeney and the heirs male of his body, or in default Hugh Dawbeney and the heirs male of his body, shall have for every acre so converted a yearly rent of 40*s.* out of the premises in Wayford during Elizabeth's life at the four feasts above mentioned by even portions.

Gyles covenants with John Pawlett, Christopher, John Peter, Henry, and John Merefeild (i) that the premises limited to Elizabeth Peter are and shall remain discharged of all encumbrances made by Gyles or his ancestors, except leases and estates by deed for two or three lives or for 31 years or less or for a number of years determinable upon two or three lives either in possession or reversion or by copy of court roll according to the customs of the manors, upon which leases and estates the ancient accustomed yearly rents are reserved; (ii) that the premises in Wayford are and shall remain likewise discharged, except (a) the uses and estates and charges thereof raised and limited hereby, (b) a yearly rent of 6*l.* 13*s.* 4*d.* granted out of the premises for life by Hugh Dawbeney esquire Gyles' father to John Dawbeney gentleman Gyles' brother and (c) a like yearly rent granted out of the same for life by Gyles to John Dawbeney.

James Dawbeney binds himself in 4000*l.* to Fraunces and Hugh Dawbeney that, if during the lifetime of Fraunces and Hugh or any issue male of their bodies he shall levy a fine or suffer a recovery of the premises or make any collateral warranty or other thing whereby an estate tail or remainder in tail in the premises be barred, he shall within five years pay 2000*l.* to them or to such of the heirs male of their bodies as

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should have been hereby next in remainder to enjoy the inheritance after his death if he were then dead and no such act committed ; or if of the moiety of the premises (or so much thereof as shall amount to the moiety thereof in value), 100*l.* ; or if of a fourth part, 50*l.* ; or otherwise the bond shall be void. 16 Dec. 5 Jas. I. *English.* 2 *mm.*

Signed : Gyles Dawbeney, Elizabeth Dawbeney, James Dawbeney, Elizabeth Peter.

Seals : (i)-(iv) lumps of red wax ; tags ; defaced.

Endorsements : (i) Signed, sealed and delivered by the within-named Gyles Dawbeney, Elizabeth Dawbeney and James Dawbeney in the presence of us Nicholas Strangwayes, Adam Ford, John Good, Henry Crewkerne, Gu: Taylor (*signatures*).

(ii) Sealed and delivered by the within-named Elizabeth Peter unto Pawle Joanes to the use of the conusees within-named in the presence of William Peter, Lewes Haynond, John (?) Prouzer (*signatures*).

(iii) Examined by us whose names are here-under written primo Novembres [*sic*] 1615 with the original ; Richard Keyllway, John Hillary (*signatures*).

(iv) 10.

(v) 16th Decem. 5th and 41st Jacobi (? *contemporary*).

3 Apr.,
1608

141 Surrender indented by sir Thomas Smith of the city of London and sir Richard Smith of London his brother, knights, to the right honourable sir Edward Seymour knight baron Beauchamp and earl of Hertford of their interest in (i) the premises described in **128** (b) and (c). Reserving (1) the 4 ridges of arable land excepted at (i) in **128**, which the earl has [now] laid to the copyhold of Durantes ; (2) all feedings, pasturages and commons of pasture etc. excepted at (ii) in **128** ; (3) all metals, mines and quarries, and all woods, underwoods, timber trees and other great trees growing on the premises with ingress thereto for felling, rooting, digging, cutting and carrying them ; (4) all hawks and herons etc. excepted at (iv) in **128**. All which premises the earl by indenture 4 Dec. 4 Jas. I [1606] leased to Henry Smith of Ambrosbury esquire for the life in survivorship of himself, Elizabeth his wife and Thomas Smith gentleman their son, whose interest therein has been assigned to the grantors. Proviso for defeasance if the earl do not pay the grantees 160*l.* on St. Andrew's day [30 Nov.] next at or within the hall of the dwelling house in Amesbury of Elizabeth Smith late wife of Henry Smith. Covenant for peaceable enjoyment by the grantors until 1 Dec. next. 3 Apr. Jas. I. *English.*

Signed : Tho. Smythe, Ric. Smythe.

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Seals : (i) and (ii) missing ; tags.

Endorsements : (i) Sealed and delivered by the said sir Richarde Smythe in the presence of James Kyrton, Richard Benefielde, Will^m Childe (*signatures*).

(ii) Sealed and delivered by the said sir Tho. Smythe in the presence of Richarde Atkinson, John Dente, Edward Mayer (*signatures*).

(iii) 3^d April 1609. Surrender of Amesbury Farm in Wilts (c. 18th cent., hand C).

15 June,
1608

142 Exemplification of a recovery by Thomas Hamond and John Kent gentlemen, present, against Richard Wheler and James Kirton esquires, present, of the manors of Langden otherwise Langden and Wike, Midgehall otherwise Midghall otherwise Migehall, Studley, Costowe, Chippenham Monckton otherwise Monckton Chippenham otherwise Monckton by Chippenham, Thornehill otherwise Thornhill, Brome otherwise Broome, Erchefount otherwise Urchefount, Alcanyngs otherwise Alcannyngs, Slaughtenforde otherwise Slawtenforde, and Alington otherwise Allington, 220 messuages, 7 tofts, 10 mills, 12 dovecotes, 200 gardens, 6000 ac. of land, 2200 ac. of meadow, 7000 ac. of pasture, 760 ac. of wood, 500 ac. of heath (*jampne et bruere*), 400 ac. of marsh (*marisce*), 16l. 13s. 9½d. rent, rent of 1 lb. of cummin and 3 lb. of wax, a yearly pension of 20s. out of the prebend of Alcanyngs, and a several fishing (*piscar'*) in the water of Avon, in Langden, Wyke, Barwicke Bassett, Preshute, Winterborne Bassett, Midgehall, Hooke, Lidiard Tregose, Studley, Salthroppe, Lidiard Millicent, Wroughton, Costowe, Chippenham Monckton, Langley Buriell otherwise Langley Burrell, Stanley, Shildon, Rowdon, Cockleborowe, Thornehill otherwise Thornhill, Brome, Swindon, Erchefount, Wedhampton, Erchefount Escott, Alcanyngs, Alington, Ashlington otherwise Echelhampton, Fulwaye, Slaughtenforde, Cullerne, Sopworth otherwise Sopeworth, Alington, Bitteston otherwise Biddesdon, Keilewaies, Wraxhall otherwise Southwrxall, Northwrxall, Farleighe otherwise Monckton Farleighe, and Maydenbradley, and views of frankpledge, whatsoever thereto belongs, assize of bread, wine, ale and other victuals and of weights and measures, whatsoever belongs to the office of clerk of the market, with fines, ameracements and other profits thereon arising, chattels, waifs, strays, goods and chattels of felons, fugitives, suicides, outlaws, those put in exigent and condemned persons, return of writs and executions thereof, wreck of the sea, treasure trove, fairs, markets, tolls, chaces, warrens and fisheries there, and the advowson of Alcanyngs church. Tenant to the *precipe*, Edward earl of Hertford, present. Vouchee, Edward Howse, present. Writ dated 20 July returnable octave of Michaelmas. Enrolled Trinity

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Term 6 Jas. I. r. 62. Exemplified Westminster, 15 June 6 Jas. I.
Engraved border.

Inscribed : Brownlowe.

Seal : missing ; tag inscribed " Examinatur " on the face and
" Recup' Trin' vj° Jac' R " on the dorse.

Endorsements : (i) *Note of execution.*

(ii) 6^o Jac. 1^{mo} (? *contemporary*).

(iii) Erchfont (? *contemporary*).

(iv) Wiltes. Longden et Wike m' et al' etc.
(*contemporary*).

(v) Edward Earle of Hertford. Common
recovery (? *contemporary*. *The same hand as (ii)*).

(vi) *A cross in pencil.*

20 July,
1608

143 Lease indented, for the life in survivorship of sir Henry Baker of Sessinghurst co. Kent, sir Arthur Hennis of Chepsteede co. Kent, and sir John Davy of London, knights, by the right honourable sir Edward Seymour knight baron Beauchampe and earl of Hertford to sir Thomas Smyth of Bitborough co. Kent and sir Richard Smyth of Bromley co. Kent, knights, of the premises described in **128** (b) and (c) with reservations as specified in **141**. Yearly rent 20*l.*, at Michaelmas and Lady Day, by even portions. In consideration of (i) the surrender by the lessees to the earl of their interest in a lease of the premises at **128** (b), by indenture 4 Dec. 4 Jas. I [1606], to Henry Smyth late of Amesbury esquire, deceased, for the life in survivorship of himself, Elizabeth his wife and Thomas Smyth one of their sons ; (ii) 92*l.*

The lessees covenant (a) if the rent be 21 days in arrear and be demanded at their principal dwelling house or other principal house on the premises, to pay the earl 10*l.* for every default, for which as for the rent the earl may distrain, and if it be 40 days in arrear, that the lease shall be void ; (b) as (ii) in **138**, but with the omission of the words " towards the repairing . . . of the manor " at the end of the clause ; (c) yearly at seasonable times to set and plant upon the premises six trees likely to grow (whereof one to be a fruit tree) and to keep the same from spoil and destruction as far as possible, so that they may grow and continue ; (d) as (vi) in **138**, but with the omission of the words " and Amesbury Priory " ; (e) at seasonable times to pen and fold in and upon the premises or some part thereof, all such sheep as shall be feeding and depasturing thereon ; (f) as (v) in **138** with the addition of " or some part thereof " before " and not elsewhere " ; (g) not to plough, break up, ear, sow or convert into tillage any part of the downs, meadows and pasture grounds, not having been eared or ploughed within 16 years

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last ; (h) not to set, sow or plant any woad upon the premises ; (i) not to alienate the premises, without the earl's licence first had in writing under his hand and seal ; (j) not to be retained into the service of any person without the earl's licence first had in writing under his hand and seal, but (if not unmeet for such service in respect of sex, age or sickness or other bodily debility, and if so required) to be always ready to serve the King under the conduct of the earl when the same shall in his own person serve in His Majesty's wars ; (k) at their own costs amounting to 100*l.* to erect a farm house upon the premises within the next 5 years, fit for the farmer and occupier of the premises and his family to dwell in, for the well ordering of husbandry thereupon and the maintenance of the same.

The lessor covenants (a) yearly upon request made to him, his woodward or other officer for that purpose appointed, to allow towards the firebote and hedgebote to be spent upon the premises the underwood of 3 ac. of coppice wood in some coppice in Bentley Woodes, the same to be felled, cut and carried away at the costs of the lessees ; (b) upon request to him, his surveyor, woodward or other officer for that purpose appointed, to allow sufficient timber trees and rough timber now standing in Bentley Woodes, which with that which has already been allowed to Henry Smyth shall be sufficient for the building of the said new house, the felling, squaring, carrying and setting up of which timber to be at the lessees' costs ; (c) upon like request, to allow for the repair of houses, edifices and buildings upon the premises, sufficient rough timber (if any there be) standing or growing upon the premises, the felling, squaring, carrying and setting up whereof to be at the lessees' costs ; (d) that the lessees shall at seasonable times take firebote, hedgebote, haybote, wheelbote, hurdlebote, foldbote, cartbote and ploughbote in or upon the premises, to be spent upon the premises only and without making spoil or waste ; (e) for peaceable enjoyment, with warranty against the King ; (f) that if the lessees shall before Michaelmas 1609 desire to have the names of sir Henry Baker, sir Arthur HERRIS and sir John Davy or any of them taken out of the lease, the earl will upon such request and upon surrender of the lessees' interest make at the lessees' costs another lease of the premises to them or to other persons by them named for the term of three other lives if Baker, HERRIS and Davy shall be living at the time of the request, or, if any of them shall be then dead, for only so many lives as there shall be survivors of those three at the time of the request. Appointment of Nicholas Marchant of Amesbury co. Wilts and William Hussey of Baydon co. Wilts, yeomen, as attorneys to deliver seisin. 20 July 6 Jas. I 1608¹. *English.*

¹ This year date is incorporated in the initial letter of the deed.

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Signed : Tho. Smythe, Ric. Smythe.

Seals : (i) oval ; $\frac{1\frac{1}{2}}{16}$ " \times $\frac{1\frac{0}{16}}$ " ; armorial—(?) a chevron engrailed between three (?) lions passant guardant, with mantling, helm and crest ; red wax ; tag.

(ii) (?) oval ; c. $\frac{1\frac{1}{2}}{16}$ " \times $\frac{8}{16}$ " ; armorial—a shield of several quarterings ; red wax ; tag ; poor impression.

Endorsements : (i) Signed, sealed and delivered in the presence of Daniel Parsons, Bevill Prydeaux, Henry Smithe, Edward Williams, Edward Mayer (*signatures*).

(ii) 20th July 6th Ja. 1st 1609. Lease of Amesbury Demesnes. Wilts (c. 18th cent., *hand C*)¹.

(iii) Sir Thomas and Sir Richard Smith.²

22 Sept.,
1609

144 Bargain and sale indented for life in survivorship by Thomas Waters of West Ambrosburie co. Wilts yeoman and Robert Waters his son to Mathewe Crompton of Bullford co. Wilts, husbandman, of a messuage or tenement called Paultons in Greate Ambrosburie co. Wilts, with the meadows, feedings, pastures, commons of pasture for sheep and other cattle thereto belonging, late in the tenure of Thomas Gylbert, together with their interest in the lease described in **117**. Consideration 60*l*. The bargainee covenants to yield and perform all rents and covenants mentioned in the said lease and discharge the bargainors thereof. Covenant by the bargainors for peaceable enjoyment. Appointment of George Duke and John Rattewe as attorneys to deliver seisin. 22 Sept. 7 Jas. I. *English*.

Inscribed : Signed, sealed and delivered in the presence of Roger Pinckney (? *signature*), Nicholas Marchante, Richard Longe (*marks*).

Signed : Thomas Waters, by me Robert Waters.

Seals : (i) and (ii) missing ; tags.

Endorsements : (i) Possession and seisin of the within-named messuage and all things thereto belonging with the appurtenances taken by Richard Bunday of Amesbury yeoman, and by him delivered unto the within-named Mathewe Crompton of Netherhavon or Bulford the xviith day of September 9 James I 1611 in the presence of Nicholas Marchant, John Haryson (*marks*), Edward Marshall (*signature*).

(ii) Amesbury. Waters his assignment of a lease for years (c. 18th cent., *hand B*).

8 Jan.,
1612

145 Lease indented for 21 years by Gilbertt Beckington of West Amesbury co. Wilts, gentleman, to William Millward of Weste Amesbury, ———— (*blank*), of a messuage or

¹ The word "Amesbury" is written in an earlier hand than the rest of the sentence, into which it has been amalgamated.

² Written on the back of the tag of seal (ii).

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tenement with a backside, a garden and a little close thereto belonging in West Amesburie, between the dwelling house of Henry Phillips on the east and the dwelling house of Thomas Clarke on the south west, with common of pasture for two kine and two pigs to go, depasture and feed in and upon the common and common fields of Weste Amesburie as the cattle of other tenants do. Yearly rent 7*s.*, at Lady Day and Michaelmas in equal portions. Consideration 6*l.* The lessor to reenter the premises if the rent be eight days in arrear. The lessee covenants (a) not to sell or grub up any oak, elm or ash trees growing upon the premises, nor shroud, nor lop any trees growing there, otherwise than for the necessary hedging, fencing or mounding of the premises ; (b) to repair the premises and so repaired to yield them up. Covenant by the lessor for peaceable enjoyment. 8 Jan. 9 Jas. I. *English.*

Signed : William Millarde.

Seal : Missing ; tag.

Endorsements : (i) Signed, sealed and delivered as his deed unto Gilbert Beckington in the presence of James Voysey clerk, Thomas Bidell (*signatures*) ; John Whatley " his marke as a wittnes ".

(ii) A lease expired (? *contemporary*).

(iii) 21.

(iv) Gilbert Beckington's lease to Millward, expired (*contemporary*).

1 July, 1612 **146** Lease indented for 90 years (if the lessee and Thomas and Elianor Gray son and daughter of Thomas Gray of Sarum [*sic*] co. Wilts shall so long live) by the right honourable sir Edward Seymour knight baron Beauchamp and earl of Hertford to John Harrison the younger, son of John Harrison the elder, of Amesbury co. Wilts chandler, of 2 ac. of arable land in the manor of Amesburie Priorie late called Billett Land, parcel of the demesne lands of the late dissolved monastery, abbey or priory of Amesburie, namely two pieces (each 1 ac.) (i) in the south Middlefield by the land of William Bundie, and (ii) in Barnardes field adjoining land in the tenure of John Streate on the south and now or late in the tenure of John Harrison the elder ; with all ways, easements, profits, commodities and appurtenances ; reserving to the earl and others by his appointment the liberty of hawking and hunting upon the premises. Yearly rent 12*d.*, at Michaelmas and Lady Day by even portions. Consideration 3*l.* The lessee covenants (a) if the rent be 15 days in arrear, to pay the earl 6*d.* for every default, for which as for the rent the earl may distrain, and if it be 28 days in arrear that the lease shall be void ; (b) yearly, upon warning, to come to the manor courts of Amesburie Priorie, do his suit thereto, suffer himself to be

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ordered and justified by the steward, homagers and tenants, and pay such fines, payments and ameracements as shall be at the court assessed ; (c) yearly to bestow and lay in and upon the premises, or some part thereof, such soil and compost as shall be made, by reason of any straw or fodder increasing thereon ; (d) that neither he nor any other by his procurement shall catch, take, steal or kill any of the earl's fish or deer in any of his fishings, parks, chaces, forests or other places, or if he do to pay the earl for every doe or male deer under a sore so killed 50s., and for every buck or sore 5*l.* and for every red deer 6*l.* 13s. 4*d.* ; (e) not to be retained into the service of any person without the earl's licence first had in writing but (if so required) to be always ready to serve the King under the conduct of the earl when the same shall in his own person serve in His Majesty's wars. Covenant by the lessor for peaceable enjoyment. 1 July 10 Jas. I 1612. *English.*

Marked with the mark of John Harrison.

Seal : missing ; tag.

Endorsements : (i) Sealed and delivered in the presence of Wm. Neast (*signature*).

(ii) The counterpart of John Harrison his lease of Billet Land in Amesbury. Wiltes (? *contemporary*).

(iii) 1612. Lease of 2 a. of land called Billet Lands part of Amesbury priory demesnes in Wilts (c. 18*th cent.*, *hand C*).

(iv) Harrison (? *contemporary*).

Same date

147 Lease indented for 90 years (if the lessee and Robert and John his sons shall so long live) by the same to Robert Bundie of Amesburie co. Wilts yeoman of 7 ac. of arable land in the manor of Amesbuerie Priorie parcel of the demesnes as in **146**, namely a piece (3 ac.) called Carpenters Acree lying on the north of a piece of land called a butt late of John Scott and now of Henry Sherfield esquire, an acre called a head acre lying at Holyland adjoining the land of William Bundie on the east, an acre at Holie Lande lying by an acre of Margerie Rattue widow on the north, an acre lying upon Southmiddlefield Hill by a piece of arable land late in the tenure of John Streate on the south west, an acre shooting downward lying at or near Southam by an acre of John Rattue on the west ; all now or late in the lessee's tenure ; with all ways, easements, profits, commodities and appurtenances thereto belonging ; reservations as in **146**. Yearly rent 3s. 6*d.*, at Michaelmas and Lady Day by even portions. Consideration 11*l.* 15s. The lessee covenants (i) that if the rent be 15 days in arrear and be demanded at his dwelling house in Amesburie, to pay the earl 16*d.* for every default, for which as for the rent the earl may distrain, and if it be 28 days in arrear that the lease shall

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be void ; (ii) to (v) as (b) to (e) in **146**. Covenant by the lessor for peaceable enjoyment. *English*.

Inscribed : Examinatur per Ni. Hyde.

Marked with the mark of Alice Bundye wife of Robert Bundye.

Seal : oval ; c. $\frac{1}{8}$ " \times $\frac{3}{16}$ " ; armorial—a chevron between three lozenges ; red wax ; tag inscribed " Bundie " ; broken.

Endorsements : (i) Sealed and delivered by Alice Bundye widow late wife and executrix to Robert Bundye in the presence of Ni. Hyde.

(ii) The counterpart of W^m (?) Beytham his lease of land in Amesbury (? *contemporary*).

(iii) 1 July 1612.

The Earl of Hertford	}	Lease of 7 acres of land part of the demesnes of the late dissolved priory of Amesbury (c. 18th cent., hand C).
to		
Robert Bundie		

Same date

148 Lease indented for 90 years (if the lessee and Robert Humfrie of Ratfyn shepherd and John Humfrie of Durrington co Wilts groom shall so long live) by the same to Richard Humfrie of Amesbury co Wilts, groom, of 3½ ac. of arable land in the manor of Amesburie Priorie late called Billett Lands parcel of the demesnes as above, namely one piece (1½ ac.) in Southamfield adjoining on the south the land now or late of John Beckington and another piece (2 ac.) lying in Redlinche Furlong adjoining on the north an acre parcel of the land called Billet Land late in the possession of Roberte Milles, and now of Robert Porter otherwise Soper ; with all profits, commodities and appurtenances ; all now in the lessee's tenure ; reservations as above. Yearly rent 2*sd*. at Michaelmas and Lady Day by even portions. Consideration 4*l*. The lessee and lessor covenant as in **147**. *English*.

Marked with the mark of Richard Humfrie.

Seal : round ; $\frac{1}{8}$ " ; defaced ; red wax ; tag.

Endorsements : (i) Sealed and delivered in the presence of Wm. Neast, Tho. Cary (*signatures*), Andrew Dawston (*marked AD*).

(ii) Amesbury. Primo die Julii anno r.r. Jacobi Angl' (?) etc. x^o et Scotie xlv^{to} 1612. The counterpart of an indenture of lease by the Earl of Hertford to Richard Humfry of three acres and half of arable land for the term of iiij^{xx} years if the said Richard and Robert Humfry and John Humfrye or any of them shall happen so long to live (? *contemporary*).

Same date

149 Lease indented for 90 years (if the lessee, Robert Rutt his son and John Rutt Robert's son shall so long live) by the same to William Rutt of Amesburie co Wilts, husbandman,

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of 4 ac. of arable land, in the manor of Amesburie Priorie late called Billett Land parcel of the demesnes as above, namely a piece (1 ac.) in Barnardes Field adjoining the land late of John Scott and now of Henry Sherfield gentleman as parcel of the land belonging to a toft called South Barne on the south, (ii) another piece (1 ac.) lying upon Wittnam Bancke adjoining the land now or late of Giles Dawbney esquire on the north, (iii) another piece (2 ac.) lying near the south side of the meadow called Harrisons parcel of the land of Edward South gentleman ; with all profits, commodities, hereditaments, appurtenances ; all now in the lessee's tenure ; reservations as above. Yearly rent 3s. 4d., at Michaelmas and Lady Day by even portions. Consideration 7l. 10s. The lessee covenants (a) if the rent be 15 days in arrear and be demanded at his dwelling house in Amesburie, to pay the earl 20d. for every default, for which as for the rent the earl may distrain, and if it be 28 days in arrear that the lease shall be void ; (b) to (e) as (b) to (e) in **147**. Covenant by the lessor for peaceable enjoyment. *English*.

Seal : missing ; tag inscribed " Rutt ".

Endorsements : (i). The counterpart of Rutt's lease for certain Billett Land in Amesbury Wiltes (? *contemporary*).

(ii) 1612. Lease of 4 a. of land called Barnards Field part of Amesbury demesnes (c. 18th cent., hand C).

Same date

150. Copy of lease for 90 years (if Edward and John Grace the lessee's sons and Timothy Grace shall so long live) by the same to Edward Grace of Amesburie co. Wilts, husbandman, of 3 ac. of arable land in the manor of Amesbury Priorie late called Billett Land parcel of the demesnes as above, namely 1 ac. in Southamfield adjoining the land of Giles Dawbney esquire on the south, 1 ac. lying in or about the middle of the said field adjoining the land of the same on the west, and 1 ac. lying in the South Middle Field adjoining the land of Henry Sherfield gentleman on the west, all now or late in the lessee's tenure ; together with all ways, easements, profits, commodities and appurtenances ; reservations as above. Yearly rent 18d., at Michaelmas and Lady Day by even portions. Consideration 4l. 17s. The lessee covenants (a) if the rent be 15 days in arrear and be demanded of him at his dwelling house in Amesburye, to pay the lessor for every default 9d. in name of pain, for which as for the rent the lessor may distrain, and if it be 28 days in arrear that the lease shall be void ; (b) to (e) as (b) to (e) in **147**. Covenant by the lessor for peaceable enjoyment. *English. Paper. 3 $\frac{3}{4}$ pp.*

Endorsement : 1st July 1612. The E. of Hertford to Edward Grace. Copy lease for 90 years of 3 a. of land part of the dissolved priory of Amesbury, &c. If &c. (c. 18th cent., hand C).

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Same date **151** Lease indented for 90 years (if the lessee and Roberte Burd and Agnes Burde his son and daughter shall so long live) by the same to Roberte Burde of Amesburie co. Wilts, husbandman, of a piece of arable land (3 ac.) in the manor of Amesburie Priorie parcel of the demesnes as above in a place there called Blackecrossefield adjoining Portons Waie on the north, with all ways, easements, profits, commodities and appurtenances thereto belonging; reservations as above. Yearly rent 18*d.*, at Michaelmas and Lady Day by even portions. Consideration 4*l.* 10*s.* The lessee and lessor covenant as in **150**. *English*.

Signed : Hertford.

Seal : round ; $\frac{3\frac{9}{16}}{16}$ " ; armorial—arms of the earl of Hertford, surmounted by a coronet and surrounded by the motto FOY POUR [DE]VOIR ; red wax ; tag ; broken.¹

Inscribed : Examinatur per Ni. Hyde.

Endorsements : (i) Signed, sealed and delivered in the presence of ? Tutt, Edmund Pyke, Gregory Boys, John Barnes (*signatures*).

(ii) John Burd's lease of certain Billett Land in Amesbury, surrendered and regranted with the ———— (*blank*) (? *contemporary*).

(iii) 1612. Lease of 3 a. of land called Black-cross Field part of Amesbury Demesnes Wilts (*c.* 18*th cent.*, *hand C*).

Same date **152** Paper copy of **151**. 3 $\frac{1}{4}$ *pp.*

Endorsements : (i) Amesbury (*c.* 18*th cent.*).

(ii) 1st July 1612. Copy lease from the E. of Hert. to Rob^t Bird of 3^o of land parcel of the priory of Amesbury for 90 years if &c. (*c.* 18*th cent.*, *hand C*).

27 Sept.,
1613

153 Surrender indented by Thomas Byddell of Little Amesbury co. Wilts, yeoman (solely estated in the premises by survivorship), to James Dawbeney son and heir apparent of Gyles Dawbeney of Wayford co. Somerset (the immediate reversioner) of the tenement and site of the manor of West Amesbury co. Wilts, with the dovecote, and all lands, tenements, meadows, leasows, pastures, common of pasture for all manner of cattle, ways, waters, mores, marshes, fishings, liberties, commodities and profits pertaining, being in West Amesbury or in the fields, liberties and parish of West Amesbury and East Amesbury otherwise Great Amesbury ; which premises were leased by Hugh Dawbeney, grandfather of James, and Johane his wife (both now deceased) to John Byddell and Sybell his wife (both now deceased) by the indenture described

¹ A different seal from 113 and 114.

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Same date in **99**. Proviso for defeasance if James do not pay Thomas rool. at Midsummer next in Thomas' dwelling house in Little Amesbury. Thomas to enjoy the premises until Midsummer next if he shall so long live. 27 Sept. 11 Jas. I 1613. *English*.
Signed : Thomas Bidell.

Seal : red wax ; tag ; defaced and broken.

Endorsements : (i) Signed, sealed and delivered in the presence of Michael Mackerell, B. Mackerell, William Bowles (*signatures*).

(ii) Byddles surrender (? *contemporary*).

1 Nov., 1613 **154** Lease indented for 90 years (if the lessee, Israell his daughter and Elizabeth Vaughan daughter of Thomas Vaughan of the city of New Sarum [*sic*] shall so long live) by the right honourable sir Edward Seymour knight baron Beauchamp and earl of Hertford to William Manners of Amesburie co. Wilts, yeoman, of a messuage, tenement and dwelling house in Amesburie wherein the lessee dwells, with the curtilage, barton and garden lying on the backside thereof, 8 ac. of arable land called Billet Land, parcel of the demesne lands of the late dissolved abbey, priory or monastery, i.e. 2 ac. in the occupation of Thomas Vincent in Southam Field adjoining 2 ac. of Billet Land in the tenure of John Grace on the east, 1 ac. now or late in the possession of the same in Popley Furlonge in the same field adjoining the "lauchard"¹ there (whereupon the bush stands) on the east, 1 ac. in the possession of the same in Blackcrossfield by three half-acres in the tenure of William Bundye, the younger, son of Morrys Bundie deceased, 2 ac. in the possession of William Allen in Blackcrossfield part of the east end thereof abutting on a head acre of the land of the heirs of Sampson Meverell esquire deceased and in part upon Boscombewaie, 1 ac. in the possession of William Allen in a field in Amesburie Priorie called "the little field above towne" abutting upon Chapteynes Aishe and adjoining $\frac{1}{2}$ ac. of Henry Sherfield gentleman on the south, 1 ac. in the possession of William Allen in Cleeve Field in the furlong called Shelves abutting upon a head acre in the tenure of William Bundie the younger adjoining an acre of Billet Land in the possession of John Standover on the south ; with common of pasture for eight horses and three kine in the fields of West Amesburie from the feast of the Exaltation of the Holy Cross [14 Sept.] until Martinmas [10 Nov.] each year, as appendant to the Billet Land ; reserving for the earl, his servants and others by their appointment the liberty of hawking and hunting at all manner of game. Yearly rent 15s.,

¹ Wright (*English Dialect Dictionary*) gives lauchaid (Devon) as meaning terraces, natural or artificial, on the sides of a hill.

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at Lady Day and Michaelmas by even portions. In consideration of (i) the surrender to the lessor by the lessee of his interest in a little piece of ground lying beside the high way leading through Amesburie, in breadth 54 feet and in length 8½ fugs or perches, whereon has been built a dwelling house in which the lessee dwells, which he, Richard Manners and John Vaughan both deceased acquired by copy of court roll 12 Oct. 28 Eliz. [1586] at a yearly rent of 10s. ; (ii) 16l. The lease to be void if the rent be 28 days in arrear and be demanded at the lessee's dwelling house.

The lessee covenants (a) to repair the premises and all houses, edifices, buildings, hedges, fences, watercourses and enclosures in and about them and so repaired to leave them ; (b) as (b) in **146** ; (c) yearly to spend, lay and bestow in and upon the premises, or some part thereof, such dung, soil and compost as shall be made by reason of any straw or other fodder increasing or growing therein or thereon ; (d) not to be retained into the service of any person, but (if so required) to be always ready to serve the King under the conduct of the earl when the same shall in his own person serve in His Majesty's wars ; (e) not to alienate the premises except to his daughter Israell without the earl's licence first had in writing. Covenant by the lessor for peaceable enjoyment. 1 Nov. 11 Jas. I 1613.
English.

Signed : Hertford.

Seal : Mutilated fragment ; red wax ; tag.

Inscribed : Examinatur viii^o Octobri anno xix^o Jacobi regis Anglie per Johannem Kent senescallum.

Endorsements : (i) Sealed and delivered in the presence of Ni. Hyde, Gregory Boys, J. Barnes, W^m Neast (*signatures*).

(ii) The lease to Will^m Manners of a house and certain lands in Amesbury Priorye in comitatu Wiltes'. Examinatur (? *contemporary*).

(iii) 1613. Lease of a house and lands in Amesbury Priory, Wilts (c. 18th cent., *hand C*).

Same date **155** Paper copy of the foregoing. 3¼ pp.

Endorsements : (i) Amesbury (c. 18th cent.).

(ii) 1st Nov^r 1613. Lease of a messuage and lands in Amesbury (c. 18th cent., *hand C*).

29 Nov.,
1613

156 Exemplification of a recovery by John Hillarye, present, against James Dawbeney esquire, present, of the manor of Little Amesburye otherwise West Amesburie, and 6 messuages, 6 gardens, 800 ac. of land, 20 ac. of meadow, 400 ac. of pasture and 40s. rent in Little Amesbury, East Amesbury and West Amesbury. Tenants to the *precipe*,

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Thomas Cromwell and George Style gentlemen, present. Vouchee, Edward Howse, present. Writ dated 6 Nov. returnable 15 Nov. Enrolled Michaelmas 11 Jas. I r. 124¹. Exemplified Westminster, 29 Nov. 11 Jas. I.

Inscribed : Brownlowe.

Seal : missing; on the tag "Master Dawbenye" and "examinatur".

Endorsements : (i) 12.

(ii) 29 Nov. 11 and 49 Jas.

(iii) Amesebury (? *contemporary*).

23 Dec.,
1613

157 Assignment indented by Thomas Chafyn of the city of Newe Sarum [*sic*] co. Wilts, esquire, to Robert Coker of Mawpowder co. Dorset, esquire, of the unexpired portion of the lease described in **129**. In consideration of the payment to him by the lessee, Elizabeth Dawbeney widow, executrix of James Dawbeney, and George Style of 300*l.*, and in performance of certain articles between James Dawbeney and the lessor. The lessor covenants that the premises are and shall remain discharged of all encumbrances and that the lessee may peaceably enjoy them. The lessee covenants to save the lessor harmless from all covenants etc. in the indenture specified against Gyles and James Dawbeney and others claiming from, by or under them. 23 Dec. 11 Jas. I. *English*.

Signed : Thomas Chafin.

Seal : (?) round; c. $\frac{1.9}{1.6}$ " ; armorial—(?) a hind trippant, and a chief; red wax; tag; broken and defaced.

Endorsements : (i) Signed, sealed and delivered in the presence of those whose names are under-written unto George Style to the use of the within-named Robert Coker: John Dunnyng, John Stickland, "teste" Johanne Morley, William Lovell (? *signatures*).

(ii) Mr. Chafin's assignment to Coker of Beadle his lease for Litle Almesburie (? *contemporary*).

19 Jan.,
1614

158 Lease indented for 90 years (if the lessee and Elizabeth and Elianor Alexander two of his daughters shall so long live) by the right honourable sir Edward Seymour knight baron Beauchamp and earl of Hertforde to Henrye Alexander of Amesburye co Wilts, the earl's servant and gardiner, of 4 ac. of arable land in the manor of Amesburye Priorye co. Wilts, parcel of the demesne lands of the late dissolved abbey or priory of Amesburye, now or late in the tenure of Robarte Hedd, namely two pieces (each 2 ac.) (i) lying upon a place in a field of Amesbury called The Walles adjoining the land of Edwarde

¹ A slip of paper on which a summary of the judgment is written has been folded into the seal tag.

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Southe gentleman¹ on the south, (ii) in the Westfielde of West Amesbury adjoining a piece of the late abbey land on the north ; reserving to the earl and others by his appointment the liberty of hawking and hunting upon the premises. Yearly rent 2s., at Michaelmas and Lady Day by even portions. Consideration 6l. 6s. 8d. The lease to be void if the rent be 28 days in arrear and be demanded at the lessee's dwelling house in Amesburye. The lessee covenants (a) as (b) in **146** ; (b) yearly to lay and bestow in and upon the premises such soil and compost as shall be made by reason of any hay, straw, or other fodder growing thereon ; (c) as (e) in **146** ; (d) not to alienate the premises except to his said daughters without the earl's licence first had in writing under his seal and hand. Covenant by the lessor for peaceable enjoyment. 19 Jan. 11 Jas. I 1613. *English*.

Signed : Hertford.

Seal : missing ; tag missing.

Inscribed : Examinatur per Ni. Hyde.

Endorsements : (i) Sealed and delivered in the presence of F. Seymour, Tho. Hooper, Ste. Bowman (" 1613 " in the *paraph*), Wm. Neast (*signatures*).

(ii) Ex. (*contemporary*).

(iii) Henry Alexander's lease surrendered (17th cent.).

(iv) Modo Johannes Syer 1637.

(v) 1613. Lease of 4 a. of land in Amesbury, Wilts (c. 18th cent., hand C).

(vi) Henry Alexander's lease of land in Amesburye (? *contemporary*).

Same date **159** Counterpart of the foregoing.

Marked with the mark of Henry Alexander.

Seal : round ; $\frac{8}{16}$ " ; device—a cock ; red wax ; tag ; broken.

Inscribed as **158**.

Endorsements : (i) Sealed and delivered in the presence of Wm. Neast (*signature*) and Andrew Dawston (*marked AD*).

(ii) Amesbury Pryory. xix^o die Februarii [*sic*] anno r. r. Jacobi Angl' xi^o et Scotie xlvj^o 1613. A counterpart of an indenture of lease made by the earl of Hertford to Henry Alexander of iiij acres of arable land for the term of iiij^x years if the said Henry [and] Elizabeth and Ellynoc his daughters, or any of them, happen so long to live (? *contemporary*).

(iii) Wiltes (? *contemporary*).

¹ The words " Sir Lawrence Wassington " are written over the words " Edwarde Southe gentleman " in a different hand. This insertion does not appear in the counterpart (**159**).

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28 Sept.,
1614

160 Gift with warranty by Robert South of Abbottes Anne co. Hants to Robert Newdyke of Littel Anne esquire of a messuage and lands in Farleigh co. Wilts, late of the priory of Iveschurch [and] now or late in the tenure of Robert Kyte, and all houses, edifices, structures, barns, orchards, gardens, lands, tenements, meadows, feedings, pastures, commons, wastes, heaths (*jampna et brueram*), mores, marshes, woods, underwoods, waters, watercourses, whirlpools, fishings, rents, reversions, services, rights, jurisdictions, franchises, liberties, privileges, profits, commodities, emoluments and hereditaments, with the reversion of the premises and woods, underwoods and trees upon them. Consideration 50*l.*
28 Sept. 12 Jas. I.

Marked with the mark of Robert Southe.

Seal : round ; $\frac{1}{16}$ " ; armorial ; red wax ; tag ; defaced and broken.

Inscribed : Sealed and delivered in the presence of Peter Noyes, Nicholas Woodford (*signatures*), Edward Brach, Robert Cole (*marks*).

Endorsements : (i) *Memorandum of livery of seisin* 1 Nov. 12 Jas. I by Robert South to Robert Newdyke in the presence of Water Cokerill, Robert Williams, Robert Sheeth, Robert Kyte, Marye Kyte (*marks*).

(ii) Farley (? *contemporary*).

6 Oct.,
1614

161 Surrender indented by John Sooper of Amsbury co. Wilts, husbandman, to Robert Newdicke of Lyttle Ann co. Hants, gentleman, of his interest in a tenement in Amsbury with a plot of ground adjoining (one yard) between the lands of the earl of Hartford on the north and of Mr. Dabneye on the south ; with proviso for defeasance if the grantor do not pay the grantee 60*l.* on 25 March next in the low room of the market house called the "councell howse" in the city of Newe Sarum [*sic*]. Covenant by the grantee for peaceable enjoyment by the grantor until the time of payment, to the performance whereof the grantee binds himself in 20*l.* 6 Oct. 12 Jas. I 1614.
English.

Marked with the mark of John Soper.

Seal : missing ; tag.

Endorsement : Sealed and delivered in the presence of Richard South, Richard Livelong (*signatures*).

Same date

162 Surrender indented by Alice Long otherwise Webb of West Amsbury co. Wilts widow to Robert Newdick of Little Ann co. Hants gentleman of her interest in a messuage or tenement in West Amsburie wherein she dwells, with proviso for defeasance if the grantor do not pay the grantee 300*l.* before the day and at the place named in **161**. The grantee covenants

ANTROBUS DEEDS

as in **161**, to the performance whereof he is bound in 40*l.*
6 Oct. 12 Jas. I 1614. *English.*

Marked with the mark of Allice Longe otherwise Webb.

Seal : missing ; tag.

Endorsement : Signed, sealed and delivered in the presence of
us Richard South, Richard Livelong (*signatures*).

Same date

163 Surrender indented by Richard Haskett of Greate Amsbury co. Wilts, husbandman, to the same of his interest in a tenement in Greate Amsbury between the lands late of Thomas South of Swallowcliffe co. Wilts esquire on the north and those of William Bunday on the south, a little close (one yard of ground) within the king's highway on the south east side, the land of the earl of Hertford on the north west side shooting upon the king's highway on the south west and upon William Bundy's land on the north east ; with 3½ ac. of arable land lying in the several fields in Greate Amsbury, namely 1 ac. in the field athwart London Waye, ½ ac. in Gooseland, 1 ac. in Middle Feild above South Mill [and] 1 ac. in Barnardes Feild ; with common of pasture for two beasts in the common there ; with proviso for defeasance if the grantor do not pay the grantee 300*l.* before the day and at the place named in **161**. The grantee covenants as in **161**, to the performance whereof he is bound in 40*l.* 6 Oct. 12 Jas. I. *English.*

Marked with the mark of Richard Hasket.

Seal : missing ; tag.

Endorsements : (i) Sealed and delivered in the presence of
Richard South, Richard Livelong (*signatures*).

(ii) An old indenture of no use (*Hayward*).

13 Oct.,
1615

164 Assignment indented by Robert Coker of Mawpowder, esquire, to Thomas Worseley of Chale Isle of Wight co. Hants of the term of years yet unexpired in a lease indented, 13 Oct. 15 Eliz. [1573], of a capital messuage, farm and tenement with the appurtenances in Weste Amsbury co. Wilts, sometime in the occupation of Sibill Hunt widow and Thomas Bydell her son, and all houses, barns, stables, buildings, dovehouses, gardens, orchards, ponds, weirs, floodhatches, fishings, arable lands, meadows, pastures, closes, feedings, commons, sheep pastures, downs, wastes, royalties, liberties, privileges, ways, paths, easements, profits, commodities, advantages, emoluments and hereditaments whatsoever in Weste Amsburye and Greate Amsbury to the said capital messuage belonging, in as ample a manner as the said Sibill and Thomas or _____ (*blank*) Bydell deceased father of Thomas held them ; reserving to Gyles Dawbeney esquire the right to fish in the rivers and fishing places in West Amsburye ; which premises the said Gyles and James Dawbeney his son and heir apparent leased

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(for consideration expressed in the indenture) to Thomas Chafyn esquire by name of Thomas Chafyn gentleman for thirtyone years, from the death, forfeiture or surrender of Sibill and Thomas, at a yearly rent of 33s. 4d. at Lady Day and Michaelmas by even portions, and by doing suit at Gyles' court as other tenants of the manor of Weste Ambsbury do. Consideration 400l. The grantor covenants that the premises are and shall remain discharged of all encumbrances and that the grantees shall peaceably enjoy them. Covenant by the grantee to save the grantor harmless against the said Gyles and James of all rents and covenants. 13 Oct. 13 Jas. I 1615. *English*.
Signed : Robert Coker.

Seal : fragments in a paper bag ; tag, surrounded by cotton.

Endorsements : (i) Signed, sealed and delivered in the presence of George Style, Michael Mackerell, John Morley "1615" (*signatures*), Cornelius Cornwale (*mark*).

(ii) Amesbury (c. 18th cent., *hand B*).

(iii) The assignment of the lease (?) from Mr. Cooker (? *contemporary*) of Chaffins lease (*added in hand B*).

30 Oct.,
1615

165 Declaration indented by Thomas Cromwell of the Middle Temple London gentleman, George Style of Mawpowder co. Dorset gentleman, and John Hillary that a common recovery suffered of the manor of Little Amesbury otherwise Weste Amesbury co. Wilts, and lands thereto pertaining in Little Amesbury, Easte Amesbury and Weste Amesbury, was to the only use of James Dawbeney esquire deceased.

James Dawbeney by indenture, 10 Oct. 11 Jas. I [1613] enrolled in the common pleas, bargained and sold the said manor to Thomas Cromwell and George Style, and to cut off all former entails of the same prosecuted a recovery of the premises against them at his own cost in Michaelmas term 11 Jas. I (**156**). Robert Newdyk the elder of Weste Amesbury co. Wilts esquire and Robert Newdyke his son are parties to the indenture. 30 Oct. 13 Jas. I. *English*.

Signed : T. Cromwell, John Hillary, George Style.

Seals : (i) oval ; $\frac{9}{16}$ " \times $\frac{8}{16}$ " ; device—a lion rampant ; red wax ; tag ; chipped.

(ii) oval ; $\frac{7}{16}$ " \times $\frac{6}{16}$ " ; device—a griffin rampant ; red wax ; tag.

(iii) round ; $\frac{7}{16}$ " ; device—(?) an eagle, wings displayed and inverted ; red wax ; tag.

Endorsements : (i) Signed, sealed and delivered in the presence of John Lowe, A. Longe, John Duke and (?) P. Hancocke (*signatures*).

(ii) 16.

(iii) 30th Octo' 13th and 49th Jac. (? *contemporary*).

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13 Feb.,
1616

166 Bargain and sale by Richard Head of Lurgesole co. Wilts, t[ailor], and Richard Long otherwise Web of Great Amesbury co. Wilts, husbandman, to Thomas Worsley of Chale Isle of Wight co. Hants esquire of their interest in the lease described in **132**. 13 Feb. 13 Jas. I 1615. *Paper. 4 pp. of which one is blank. English. Slightly damaged.*

Signed : Hedde and marked with the mark of Richard Webb.

Seal : round ; $\frac{9}{16}$ " ; (?) device—a dog's head erased ; papered.

Inscribed : (i) Signed, sealed and delivered in the presence of us Humphery Browne clerk, Thomas Butler (*mark*) and Richard Wort (*mark*).

(ii) *Memorandum of livery of seisin by Richard Head and Richard Webb to Humphery Browne clerk to the use of Thomas Worsley 13th Feb. 1615, 13 Jas. I. in the presence of Humphery Browne clerk (signature) Thomas Butler and Richard Wort (marks).*

Endorsement : Amesbury. Head's surrender of a lease to Worsley (c. 18th cent., hand B).

1 May,
1617

167 Lease indented for 99 years (if the lessee and Josua and Henry Silvester sons of Josua Silvester of London gentleman shall so long live) by the right honourable sir Edward Seymour knight baron Beauchampe and earl of Hertford to John Kellye gentleman his servant of (i) the bailiwick of the markets and fairs of Ambrosburye otherwise Amesburie co. Wilts, granted to the lessor by patent of 20 July 12 Jas. I [1614] together with tolls, fees, stallage, pickage and other profits, and the liberty to build and set up shambles and booths for the use of the markets and fairs in such parts of the town waste as shall be fit ; (ii) the bailiwick of St. Johns Faire in Ambrosburye to be yearly held in the streets of Ambrosburye and not in or upon the enclosed ground called the Priorye or Abbey Garden or Green, with all tolls, fees and profits pertaining, now in the occupation of William Allen ; (iii) the messuage, tenement and inn in Ambrosburye called The Swanne ; and (iv) 7 ac. of land called Billet Land ; both (iii) and (iv) now in the tenure of Alice Bundye widow. To hold (i) immediately, (ii) from the determination of the interest of William Allen, (iii) and (iv) from the determination of the interest of Alice Bundye. Yearly rents (i) 5s. at Michaelmas and Lady Day in equal portions and 1 lb. of pepper at Michaelmas, (ii) 6s. 8d. at Michaelmas and Lady Day in equal portions, (iii) and (iv) 25s. 6d. at Michaelmas and Lady Day in equal portions, i.e. for (iii) 22s. and for (iv) 3s. 6d. In consideration of (a) the surrender by the lessee of a lease of (i) granted to him by the lessor 26 Sept. 12 Jas. I [1614] for a like term, and (b) his long and faithful service.

If the rents shall be 14 days in arrear and sufficient distress

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may not be found, the lessee shall forfeit to the lessor 10s. for each default in name of pain, for which as for the rent the lessor may distrain. The lessor to reenter the premises if the rents be 21 days in arrear and be demanded at The Swanne and sufficient distress may not be found. The lessee covenants (a) to repair the premises and so repaired to yield them up ; (b) not to oppress, extort upon or unlawfully vex or molest, by colour of the office of bailiwick, any of the king's subjects resorting to the fairs and markets, but so to behave himself in the execution of the bailiwicks that by not using or misusing them there may not grow to the lessor any cause of forfeiture or seizure or other prejudice ; (c) not erect in the streets or wastes of the town any shambles or buildings other than such as shall be liked by the lessor, and that any such buildings erected be not to the straitening of the ways and streets whereby there may be any prejudice to the king's subjects in their passage by themselves or with their carts and carriages ; (d) not to assign the premises to another without the lessor's licence. Covenant by the lessor for peaceable enjoyment. 1 May 15 Jas. I 1617. *English.*

Signed : Hertford.

Seal : as **151** ; red wax ; tag ; broken.

Endorsements : (i) Sealed and delivered in the presence of us H. Peyton, William Fauntleroy, John Barnes, Peter Boys, Cuthbert Helyes, William Lawes (*signatures*).

(ii) (No. 2.)¹

(iii) 1st May 1617. Amesbury Fairs. The Swan Inn and 7 acres of land. Lease to John Kelly (? *contemporary*).

30 Apr.,
1618

168 Award indented of Richard Venables of Andever co. Hants esquire, arbitrator chosen by Robert Newdyk of Ambresbury Halle co. Wilts and Alexander Whithear of Andever co. Hants yeoman, who have mutually bound themselves in 100*l.* by obligation of 18 April to perform his award in all matters of variance between them, so that the same award be delivered in writing before the date of these presents ; as follows :—

(i) Alexander Whithear shall before 2 May next pay to Robert Newdyk at the latter's dwelling house called Ambresbury Halle 36*l.*, being the rent in arrear payable at Lady Day last (or within 20 days thereof) under a lease indented, 24 May 13 Jas. I. 1615, for seven years from Michaëlmass then last, granted by the latter to the former of the farm of Little Ann co. Hants, with all houses, edifices, buildings, barns, stables, orchards, gardens, dovehouses, backsides, bartons, ways, waters,

¹ Entered in the Abstract of the Duke of Queensberry's Leases and Purchase Deeds as Bundle A No. 2.

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fishings, meadows, pastures, commons, arable lands, customs and feedings.

(ii) Upon the payment of the sum mentioned in (i) a new lease shall be signed between the parties with rent, reservations and agreements as in the former lease and a like bond made for the performance of the covenants therein ; since it is found that there are contradictions in the reservations in the former lease whereby suits are likely to arise for want of plain explanation of their true intents, and since there are repugnant and contradictory agreements therein.

(iii) In consideration whereof and in lieu of the due performance of the premises, Robert Newdyk shall pay Alexander Whithear 20s. in respect of damages by him sustained, and shall make to him a release of all trespasses, wastes and damages by him committed. 30 Apr. 16 Jas. I 1618. *English.*
Inscribed : Signed, sealed and delivered by the said Richard Venables as his true award according to the tenour of this present deed indented in the presence of William Molesworth, Michael Peasley and Jethro Birr (*signatures*).

Signed : Richard Venables.

Seal : red wax ; tag ; defaced.

20 Apr.,
1619

169 Lease indented for 99 years (if the lessee and Anthony Trottman his son shall so long live) by the right honourable sir Edward Seymour knight baron Beauchampe and earl of Hertford to Anthony Trottman the elder of Durlington co. Wilts yeoman of (a) three water-mills, namely two grist-mills and a tucking-mill standing within one house and under one roof, in Amsburye otherwise Ambrosburye co. Wilts, with a close of meadow (3 perches) called Mill Close, and another meadow ($\frac{1}{2}$ ac.) called Mill Meade, and all houses, buildings, watercourses, millponds, floodgates, floodhatches, walls, banks, easements, profits and commodities thereto belonging ; and (b) 10 ac. of arable land called Billett Land in the common fields of Amsburye ; all sometime in the tenure of Marten Batter, deceased and now or late in the lessee's tenure ; reserving to the earl all metals, mines, quarries, woods, underwoods, timber trees and other great trees (except fruit trees), standing, growing, renewing or being in or upon the premises, with liberty to him and his servants of fishing, fowling, hawking and hunting at all manner of game ; from Lady Day last ; yearly rent, 6*l.* 18*s.* 4*d.*, i.e. for (a), 6*l.* 13*s.* 4*d.*, and for (b), 5*s.*, at Midsummer, Michaelmas, Christmas and Lady Day by even portions. In consideration of (i) the surrender by the lessee of a lease of the premises made to him by the earl, 10 Dec. 38 Eliz. [1595], at the rent hereinbefore specified, and (ii) 20*l.*

The lessor to reenter the premises if (a) the rent be 20 days

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in arrear, having been demanded at the mill house wherein the mills stand, or (b) if the water-mills or the millponds, floodgates or floodhatches or the frame, bedframes or beds or other waterworks thereof fall into such ruin that they may not be sufficiently repaired at less than 5*l.* cost, and be not repaired within eight months from warning being given by the earl or his officers in open court holden for the manor of Ambrosburye Pryorie before eight or more homagers or tenants thereof.

The lessee covenants (a) to repair, cleanse, scour and keep the houses, edifices, buildings, watercourses, millponds, banks, walls, floodgates, floodhatches, and other waterworks, hedges, ditches, mounds, bounds, fences and enclosures of the premises, and so repaired etc. to leave them ; (b) to discharge all quit-rents, out rents and other charges payable out of the premises ; (c) upon warning, to appear and do suit at the lord's court of the manor of Ambrosburye Priorye before the steward there, suffer himself to be ordered and justified by the steward, homagers and tenants thereof, and pay such fines, taxes, pains and amercements as shall be at the courts assessed, as the customary tenants do for their customary lands, parcel of the same ; (d) not to alienate the premises to any person, or body politic or corporate, without the earl's licence first had in writing under his hand and seal ; (e) not to kill, or procure or consent to be killed any of the earl's deer without the like licence or if he do to pay the earl for every doe or male deer under a sore so killed 5*os.*, and for every buck or sore 5*l.* and for every red deer 6*l.* 13*s.* 4*d.* ; (f) not to be retained into the service of any person without the like licence, but (if not unmeet for such service in respect of sex, age or sickness or other bodily debility, and if so required) to be always ready to serve the King under the conduct of the earl when the same shall in his own person serve in His Majesty's wars. Covenant by the lessor for peaceable enjoyment. 20 Apr. 17 Jas. I 1617.
English.

Inscribed : Examinatur per Ni. Hyde.

Signed : Anthony Trotman.

Seal : missing ; tag.

Endorsements : (i) Sealed and delivered in the presence of Ni. Hyde, Albery Muston (*signatures*).

(ii) 1619. The counterpart of Anthonie Trotman's lease of a mill at Amesburye (? *contemporary*).

(iii) 1619. Lease of a mill at Amesbury in Wilts (*c.* 18*th cent.*, *hand C*).

28 Nov.,
1620

170 Defeasance indented by Robert Newdike of Ambresburye co. Wilts esquire of a recognizance of statute staple, 19 June 13 Jas. I [1615], taken before sir Henry Hobarte knight and baronet chief justice of the common pleas, wherein he is

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bound to pay 200*l.* to Charles Cokes, of the Middle Temple London esquire on condition that he pay the same Charles Cokes 105*l.* on 3rd June next in the dwelling house of William Rolfe scrivener in Fleetestrete London. 28 Nov. 18 Jas. I 1620.
English.

Signed : Charles Cooks.

Seal : round ; *c.* $\frac{3}{16}$ " ; (?) armorial ; red wax ; tag ; defaced.

Endorsed : (i) Sealed and delivered in the presence of Tho. Cookes (*signature*).

(ii) Newdike and Cox defeasance of the statute (? *contemporary*).

23 Nov.,
1621

171 Bargain and sale indented by Samuel Owfeild of London esquire and John Owfeild of London merchant (with the consent of Mary Short of London widow and in part performance of an agreement indented between the parties of the same date as these presents) to William Bourman of Brooke " Ile of Weight " co. Hants, nominated by Robert Newdike, of Ambresbury Hall co. Wilts, of their estate in the manor of West Ambsbury co. Wilts, which the bargainors have by virtue of a recognizance of statute staple recited in the said indenture or of the writ of extent and *liberate* thereon awarded. Provisos (i) for defeasance if Robert Newdike fail during the first 21 years of the 59 years 11 months mentioned in an indenture dated 20 Nov. this year between him and Mary Shorte to pay to Mary Shorte at her dwelling house in Crockett Fryers in the parish of St Olave in Hart Streete London the yearly rent of 150*l.* reserved by the last mentioned indenture at the feast days therein appointed or within 21 days then next ; (ii) that if any eviction or encumbrance shall happen to the purchaser upon the premises by reason of any act precedent to Samuella and John Owfeild's estate, Samuella and John shall not by reason thereof be sued or charged upon these presents ; (iii) that if Robert Newdike shall pay Mary Short the said sum during 21 years as above specified, then at the end of that term Mary Shorte shall at the request and charges of Robert grant and release the premises to him. 23 Nov. 19 Jas. I 1621. *English.*

Signed : Mary Shorte, Sa. Owfeild, John Owfeild.

Seals : (i) — (iii) red wax ; tags ; defaced.

Endorsements : (i) Signed, sealed and delivered in the presence of Francis Mosse notary public, Simon Smith, David (?) Dierhen, and of Robt. Norton servant to the said notary (*signatures*).

(ii) 21.

(iii) 23rd Nov. 19th and 55th Jas. (? *contemporary*).

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- (iv) 1621 (? *contemporary*).
- (v) Examined (? *contemporary*).
- (vi) *A cross in black pencil.*

Same date **172**¹ Recognizance of statute staple in 200*l.* by Robert Newdyk of Ambresbury Hall co. Wilts, esquire, to Mary Shorte of London widow, to be paid before Christmas next. 23 Nov. 19 Jas. I.

Inscribed : Hampson.

Signed : Rob^t Newdyk, Henry Hobart.

Seals : (i) round ; $\frac{1}{8}$ " ; device—(?) a rose ; red wax ; tongue ; broken.

(ii) round ; $\frac{1}{8}$ " ; device—the sun in his splendour ; red wax ; tongue.

(iii) oval ; $\frac{1}{6}$ " \times $\frac{1}{8}$ " ; armorial—an estoile between two flaunches ermine, and in chief a crescent—above the escutcheon a helmet with a mantling surmounted by a crest wreath on which is placed (?) a bull passant as a crest ; red wax ; tongue.

Endorsement : No. 19. Newdickes Statute of 200*l.* to Mrs. Short. 23rd Nov. 19th and 55th Jac. (? *contemporary*).

29 Nov.,
1621

173 Bargain and sale indented by Robert Newdyk of West Ambsbury co. Wilts, esquire, to Syllas Tyto citizen and salter of London of his manor house of West Ambresbury otherwise West Ambsbury co Wilts, and all houses, barns, stables and other edifices, orchards, gardens and backsides ; the manor of West Ambresbury, with all messuages, tenements, cottages, mills, lands, leasows, pastures, parks, commons, waste grounds, woods, underwoods, waters, fishings, rents, reversions, services, courts, profits of courts, leets, view of frankpledge and all thereto belonging, goods, chattels, waifs, strays, goods and chattels of felons and fugitives, fees, wards, marriages, escheats, reliefs, heriots, fines, amercements, liberties, privileges and all other profits, commodities, emoluments and hereditaments thereto belonging ; a piece of arable land (50 $\frac{1}{2}$ ac.) in Westfeild ; a piece of land (11 ac. 3 yards) under the hill at Wesleys Yate ; a piece of land (23 ac.) in Great Barrowfeild ; a piece of land (46 $\frac{1}{2}$ ac.) in the Middlefeild at White land furlong ; a piece of land (26 $\frac{1}{2}$ ac.) at the Seaven Barrowes and upon Crockhill ; a piece of land (8 ac.) in Counties feild ; a piece of land (52 ac.) in Half Barrowfeild ; a piece of land (7 ac.) in the Over Northams ; a piece of land (1 ac.) in Byn Deane ; a piece of land (6 $\frac{1}{2}$ ac.) in the Northams ; a piece of land (8 $\frac{1}{2}$ ac.) in Great Walles ; a piece of land (4 $\frac{1}{2}$ ac.) in Litle Walles ; a piece of land (3 ac.) in Great Ambresbury fields on the east side of West Ambresbury ; common of sheep

¹ Folded inside 174.

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pasture for 800 sheep in the fields and two several downs called Drove Downe and the Downe ; a piece of meadow ground (2 ac.) called Bowcher Meade ; a piece of meadow ground (5 ac.) called Bocker Meade¹ ; a piece of meadow ground (2 ac.) called Harrison's Meade ; a piece of meadow ground (1 ac.) called Stephens Meade ; a piece of meadow in common (1 ac.) called Swanside Meade ; a piece of meadow ground in common ($\frac{1}{2}$ ac.) in Great Southams ; a piece of meadow in common ($\frac{1}{2}$ ac.) in Little Southams ; 3 little plots of meadow ($1\frac{1}{2}$ ac.) in common in the Fyve Meades² ; a several piece of pasture (1 ac.) called Long Close ; a several piece of pasture (10 ac.) called Broad Close ; 2 ac. of pasture ground in a field called Lady Close ; a little plot of pasture ground lying next the water north east and a little plot of pasture (1 yard), Daubneys land, on the south west ; Beastes Leaze in the Cowe Downe and fields and common of pasture for seven horses in the common fields ; common of pasture for two geldings in the several fields ; all in the parishes of East Ambresbury or ———— (*blank*)³ and in the tenure of the bargainor.

Also of a tenement and 58 ac. of arable land and two several mead plots (2 ac.) ; common of pasture for 150 sheep in the common fields and upon Stonehenge Downe,⁴ common for five horses in the fields and for rother beastes in the fields and Cowdowne, late in the tenure of Alice Webb widow ; a tenement and 88 ac. of arable land and three meadow plots ($3\frac{1}{2}$ ac.) thereto belonging ; an acre of pasture called the Lawne, yearly several until Lammas and then common ; 160 "sheepe leaze, sixe horses and rother beastes ratable", now in the occupation of Thomas Waters⁵ ; a tenement and 7 ac. of arable land and a close or piece of pasture ground, $\frac{1}{2}$ ac. ; common of pasture now or late in the tenure of Thomas Clarke ; a tenement and a backside adjoining, now or late in the tenure of ———— (*blank*) Jervis ; a yard land in Great Ambrosbury with common of sheep pasture and [of pasture] for horses and beastes now or late in the tenure of Jerome Streate ; a yardland called Powltons in Great Ambsbury with common of pasture for 100 sheep and common for horses and sheep accordingly⁶ ; a tenement and $3\frac{1}{2}$ ac. of arable land and a little close of pasture ($\frac{1}{3}$ ac.) in Greate Ambsburie now or late in the tenure of Richard Hewes ; a little tenement, with a backside only, in Great Ambsbury now or late in the occupation of John Sooper ; and all other lands, tenements and hereditaments in the towns,

¹ The words " Bocker Meade 5 ac." have been underlined.

² The words " 3 little plots $1\frac{1}{2}$ ac." have been underlined.

³ ? " West Ambresbury " omitted.

⁴ The words " and upon Stonehenge Downe " have been underlined in blue pencil.

⁵ The words " 160 sheepe leaze . . . Waters " have been underlined.

⁶ The words " a yardland . . . accordingly " have been underlined.

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parishes, villages, hamlets and fields of Little Ambsbury and Great Ambresbury otherwise Ambsbury to the said manor and lands belonging, which the bargainer purchased of Edward South of Swallowcliffe co. Wilts and Martha South widow his mother, by bargain and sale indented 10 June 12 Jas. I¹ [1614] enrolled in Chancery, or otherwise; with all his interest in and the reversion and remainder of the premises and all deeds concerning the same, which are to be delivered before Lady Day 1623.

The bargainer covenants (a) that he is seised of the premises in fee simple and will stand so seised until an estate thereof in fee simple is settled upon the bargainee; (b) that he has not encumbered the premises, except for (i) a lease indented, 19 Nov 9 Jas I [1611], of divers pieces of ground to Mary Short of London widow, from All Saints last, (ii) a yearly rent of 90*l.* granted for life to Katherin Newdyk widow his mother and (iii) the dower of Mary his wife; (c) that from Christmas 1623 the premises shall remain to the bargainee discharged of all encumbrances; (d) that after Christmas 1623 he will upon the purchaser's request and at his cost make such assurances, of the premises as may be by him reasonably devised. 29 Nov. 19 Jas. I. *English.*

Inscribed: Recognitum tricesimo die mensis et annorum suprascriptorum coram me Willelmo Byrde milite in cancellaria magistro. W. Byrde (*signature*).

Signed: Rob^t. Newdyk.

Seal: red wax; tag; defaced and broken.

Endorsements: (i) Sealed and delivered in the presence of (?) Nath. Studley, Thomas Groome scrivener (*signatures*).

(ii) 21. 20th Novem' 19th and 55th Jac. (1621) (? *contemporary*).

(iii) In dorso clausurarum cancellarie infrascripti domini regis vicesimo die Aprilis anno regni sui Anglie vicesimo. Per Thomam Stanley. Examinatur. Newdick et Tito (*contemporary*).

(iv) Waters, fishings, profits of court leets (c. 18th cent., *hand B*).

(v) Newdyke's mortgage of the manor of Little Amesbury and Great Amesbury to Silas Tito for 300*l.* (*Hayward*).

Same date

174² Covenant indented by Syllas Tyto citizen and salter of London to stand seised of the manor house of West Ambresbury otherwise West Ambsbury co. Wilts, with all houses,

¹ The words "by bargain . . . 12 Jas. I" have been underlined in blue pencil. The enrolment is No. 29 on Close Roll (C54) No. 2205.

² Nos. **172** and **175** folded inside this deed.

ANTROBUS DEEDS

barns, orchards and gardens, and of the manor thereof with all messuages, tenements, cottages, lands, meadows, leasows, pastures, commons, wastegrounds, woods, fishings, rents, reversions, services, courts, waifs, strays, felons' goods, liberties, privileges, profits and commodities thereto belonging, and all other messuages, lands, meadows, pasture grounds, sheep downs and commons of pasture for sheep and other cattle in the parishes of East Ambsbury, West Ambresbury and Great Ambresbury co. Wilts, to the use of Robert Newdyk of West Ambsbury esquire ; which premises Robert purchased of Edward South of Swallowcliffe co. Wilts esquire and Martha South widow mother of Edward, by indenture of bargain and sale, 10 June 13 [*recte* 12] Jas. I [1614], and conveyed to Sylas bylike indenture of the date of these presents,

Provided that Robert pay the several sums due under the following obligations on the days specified therein and deliver the same obligations to Sylas at his dwelling house in Chick-lane, in the parish of St. Andrew in Holborne co. Middlesex, within two days after the said days of payment, namely (a) 18 Nov. last in the penal sum of 400*l.* to sir Thomas Fisher knight for the payment of 210*l.* on 21 May then next, (b) 18 Nov. last in the penal sum of 100*l.* to Ellys Piggin citizen and plasterer of London for the payment of 52*l.* 10*s.* on 21 May then next, (c) 19 Nov. last in 200*l.* to Francis Curwen citizen and founder of London for the payment of 105*l.* on 21 May then next. In which circumstances Robert shall peaceably enjoy the premises discharged of all encumbrances and Sylas shall upon request make such reassurances of the premises, to Robert's use and at his cost, as Robert or his counsel learned shall reasonably devise, provided that for so doing Sylas be not compelled to travel further than to the cities of London and Westminster. *English.*

Signed : Sylas Tyto.

Seal : missing ; tag.

Endorsements : (i) Camera Stellata. This writing was shewed to Thomas Groome at the time of his examination in this the [*sic*] Court on the part of Robert Newdick and other defendants at the suit of Mary Short widow and others plaintiffs. J^c. Evans.

(ii) Sealed and delivered in the presence of (?) Nath. Studley, Tho. Groome scr[ivener] (*signatures*).

(iii) 22. 29^o Nov. 19 Jac. Defeasance from Silas Tyto to Robert Newdike (1621) (? *contemporary*).

(iv) Newdick *and a cross in black pencil.*

1 Dec.,
1621

175¹ Recognizance of statute staple in 1000*l.* by Robert Newdyke of Ambresbury Hall co. Wilts, esquire, to Silas Tyto

¹ Folded inside 174.

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citizen and salter of London, to be paid before Christmas next.
1 Dec. 19 Jas. I.

Inscribed : Hampson.

Signed : R^{bt} Newdyk, Henry Hobart.

Seals : (i) as (i) in **172** ; tongue ; fragment.

(ii) red wax ; tongue ; defaced.

(iii) as (iii) in **172** ; tongue ; defaced and fragmentary.

Endorsement : 22. 1^o Decem' 19^o and 55^o Jac. (? *contemporary*).

26 Mar.,
1623

176 Copy of replication in Chancery by Mary Short widow to the answer of Robert Newdyke gentleman to her petition.

It is true that it was agreed that such a lease as is confessed in the answer should be made to Mary Short for securing the payment of 150*l.* yearly for 21 years. Mary paid the whole sum of 1200*l.* to the others in Newdyke's presence and by his appointment, as she can prove by witnesses. Yet Newdyke alleges that it was not paid by his appointment whereas in fact he was present and directed the payment.

Newdyke being in communication to make the lease for Mary's assurance, before her assurance conveyed his lands to his son upon pretended valuable consideration, and thus seeks to defraud her of money and lands.

Mary Short and Mr. Tytoe, being thus unjustly defrauded, try to retrieve themselves in Star Chamber and Chancery.

Mary Short is very willing to receive her money disbursed and reasonable damages, provided it is paid at once and she [is] freed from Newdyke. Newdyke seems to offer this, but makes the offer only to colour such his desire and keep her the longer from her money.

Mary Short neither wishes to have execution of the said statute nor any advantage against Newdyke, provided she have her money at once and reasonable damages. Neither was Newdyke to her knowledge ever arrested or imprisoned at her suit or by her means.

But Newdyke being now in prison and having defrauded her and got 1200*l.* from her, she prays either that she have liberty to lay her execution upon him or that she may be at once paid the 1200*l.* and damages, which Newdyke by his answer offers but intends not to perform. If he be delivered she is like to be without remedy.

28 March 1623. Let Newdyke see this petition and within seven days after either put in good security for this money and to abide the order of this court or I will give the petitioner leave to lay her execution upon him.

J.L. C.¹

26 Mar. 1623. *Paper. English.*

¹ i.e. John (Williams) Bishop of Lincoln, Lord Keeper.

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April,
1623

177 Copy of petition in answer [i.e. rejoinder] to the foregoing.

Newdick denies that the payment of 120*l.* was in his presence or by his appointment, but thinks that payment was made to Silas Tito, as the replier in her bills in Star Chamber and Chancery has set forth. He denies that any penny of it has come to his hands, as he has done on oath in Star Chamber and Chancery in his answers there.

But since Mary Shorte says in her reply that she is ready to receive her money again with damages, the petitioner offers that if she be ordered to join with him in recovering the money against Tito who had it (which shall be done at Newdick's charge) and to return the securities to him or his nominee, he will pay her the money at such days and with such damages as shall be thought fit. And he will either give sufficient security for payment on his enlargement, or will remain in prison until payment, if otherwise he cannot procure security to her liking. This offer he will make good notwithstanding that Mary Shorte seems to accuse him of insincerity.

He prays for an order accordingly.

"Reply showed 8 April, answered 10 April" 1623. *Paper. English.*

between
9 June and
8 July,
1623

178. Decree of the Court of Wards.

The attorney of the court exhibited an information in the court on behalf of Thomas Worsley the king's ward by the relation of William Bowrman esquire the ward's uncle and his executor in trust against Robert Newdicke gentleman defendant, showing: that Syble Hunt and Thomas Bydle her son held for life in survivorship the capital messuage and farm of West Ambesbury co. Wilts, and lands and tenements belonging thereto, late in Syble's tenure at a yearly rent payable to Giles Dawbeny esquire, to whom the reversion belonged; that Giles Dawbeny and James his son and heir about 30 Oct. 42 Eliz. [1600] (**129**) leased the same for 31 years to Thomas Chefine gentleman from the death or determination of the estate of Sible and Thomas; that Thomas Chefine granted (**157**) the estate for 31 years to Robert Coker esquire, who for 300*l.* surmised to have been paid by Thomas Worseley the ward's grandfather in 13 Jas. I [1615-6] granted (**164**) his interest to Thomas Worseley at the request of Robert Newdicke, who afterwards (it seems) borrowed 300*l.* of Thomas Worsley upon the lease, the inheritance whereof the defendant purchased and intended to redeem the lease by the 300*l.* at the day past; Thomas Worsley the grandfather made his will and, since the said ward was an infant, made the relator his executor in trust for the ward; Thomas Worsley the grandfather was seised in fee of the manor of Harbridge co Hants, out of which a chief

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rent of 10s. was issuing out of lands in Bickworth in the tenure of Richard Aldridge, who held the lands by the said rent, fealty and suit of court of Thomas the grandfather as of his manor of Harbridge and paid the rent until Thomas' death ; Thomas died seised thereof as appears by inquisition of 16 April 18 Jas. I [1620] by which inquisition it also appears that Thomas died seised of the manor 4 Feb. then last, and Thomas the ward was his cousin and next heir and but seven years old when his grandfather died,¹ by reason that part of the lands were held of the king in chief by knight service ; William Borman proved the grandfather's will and was thereby and by being executor interested in the said term in trust for the ward ; and the defendant since Sible Hunt's death has compounded with Thomas Bidle and made over a grant of the estate to some other person to the defendant's use ; Thomas Bidle still lives and the lease for 31 years is to commence and be in possession after his death ; and yet the defendant refuses to pay the 300*l.* with damages for six years' forbearance thereof towards the discharge of the grandfather's debts (with which the ward is chargeable by descent of the lands) or to deliver possession of the lands leased to the ward's use, albeit he has acknowledged the debt and promised payment thereof ; yet the defendant on pretence that the lease is forfeited for non-payment of rent and having got the original lease and mean assignment thereof into his hands refuses to satisfy the 300*l.* with damages or to permit the committee and executor in trust to hold the land so leased for the raising thereof ; and the ward's grandfather was by obligation bound with the defendant and for his debt to Henry Button esquire deceased for payment of 100*l.* but refuses to pay it and causes Francis Button's executor to sue the executor in trust for it, to the prejudice of the ward also ; all which tends to the prejudice of the king and of the ward and is against the agreement of the defendant made at his assignment of the lease ; wherefore a writ of privy seal was prayed and awarded against the defendant.

The defendant's answer is : Hughe Dawbney esquire Giles' father 2 Phi. and Mary² (98) leased the said messuage and farm to John and Sible Bidle and Thomas their son for their lives ; John and Sible died and Thomas who yet lives is seised of the premises for his life ; Giles Dawbney and James his son leased the premises to Thomas Chafine for 31 years to begin as is set forth by the information ; the relator has the original lease ; he believes that Chafine sold it to Coker and that Coker granted it and the lands therein to the ward's grandfather in trust for the defendant and his wife (as daughter of Thomas

¹ Something should be supplied after "died", e.g., "and was a ward of the king".

² *Recte* 1 and 2 Phi. and Mary, 1554.

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Worseley) for 400*l.* which was the defendant's money and not for 300*l.* of the ward's grandfather's money or for any other sum, and it was so assigned because the defendant's wife had by fine barred herself of her jointure formerly assured to her and was so assigned in trust ; the ward's grandfather never had any speech with Coker concerning the same ; and he delivered all the leases and assignments to the wife who never delivered them to the relator, as she informed him ; and the ward's grandfather never claimed any interest in the premises to his own use except in trust ; he denies that the relator as executor to the ward's grandfather or otherwise was in equity interested in the lease, except in trust for him and his wife and not for the ward ; afterwards having bought the inheritance of the lands in his own and his son's name for 300*l.* paid to Bydle, he procured a lease thereof for divers years if Thomas Bidle should so long live ; he denies that any surrender of Bidle's estate was made or intended or that he entered into it by colour of any such surrender or that he holds the same by the surrender or determination of Bidle's estate or that the lease for 31 years ought to be for the ward's benefit ; but [says] that he holds the same by the lease made by Bidle, he having paid the consideration therefor ; he denies that he ever affirmed that the lease for 31 years in reversion of Bidle's estate was forfeited or can be forfeited during the continuance of the freehold in Bidle ; he confesses that the 100*l.* due to Francis Button's executor is his debt and that he gave common bond to save the ward's grandfather harmless ; he says that the ward's grandfather promised he would pay it since he owed him 150*l.* (part of the wife's portion) and Borman the executor ought for that reason to satisfy the same in equity, and he denies that he has any deeds except such as concern the farm of Ambsbury ; he traverses that he confessed that he ought to pay the 300*l.* or damages for the same or to deliver the possession of the farm to the ward's benefit or for raising the 300*l.*, or that the same is due or ought to be paid by him, or that upon the pretences mentioned in the information he denied payment thereof.

Afterwards the cause descended this Trinity term to issue and the court conceived that the lease of the farm, which was assigned over to the ward's grandfather as security for the 300*l.* owed by the defendant to the plaintiff's grandfather, was a due debt and should have been paid at Michaelmas 1619.

Therefore it is decreed that the lease with the interest thereof for 31 years from Thomas Bedell's death is the plaintiff's and that he shall enjoy it ; provided that (a) the defendant do not pay the ward 300*l.* with damages for the forbearance thereof at 6% from 1 May 1626 ; (b) the plaintiff be not and the defendant be freed from the payment of the 100*l.*, in which Thomas Worsley the ward's grandfather stood bound as surety

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for Robert Newdicke to Henry Button, since in the course of hearing the cause it was alleged that the marriage portion of the defendant's wife (the ward's aunt) was unpaid and that she had no other jointure but the said farm which is decreed to the ward. Trinity Term 21 Jas. I 1623. *English*.

Inscribed : Examinatur per Hugonem Awdeley.

Endorsements : (i) A decree in the Court of Wards touching Chaffin's lease (? *contemporary*).

(ii) Worsley's decree in Court of Wards against Newdick concerning Dawbneys. Term. Trin. 1623 (? *contemporary*).

(iii) A decree against Newdyk in Court of Wards (? *contemporary*).

Undated
post Oct.,
1607

179 Draft memorandum.

Gilbert Beckington, seised of a capital messuage, 2 cottages, 3 curtilages, a barn, a stable, an orchard, 80 ac. of land, 12 ac. of meadow and common of pasture for cattle in West Ambsbury, held in socage, conveyed those premises by fine with an indenture to lead the use of it, to the use of Joan then his intended wife for her life as a jointure, and thereafter to the use of himself and his heirs.

Gilbert and Joan are both dead and had issue Gilbert his [*sic*] eldest son, John his second son and two daughters.

Gilbert the father by his will bequeathed 20*l.* to his son Gilbert, to the others 30*l.* apiece, and the residue of his personal estate to his wife, whom he made co-executrix with William Juniper her father. Afterwards she married Hugh Rolfe who has given bond to perform the will and pay the legacies.

If Gilbert be 14 years old and choose you his guardian, it were good that you and he leased the land to Hugh Rolf for seven years ; if he be not, then, since by the law you are guardian as the next of kin to whom the land cannot descend, you alone should make the lease, reserving the rent to be paid in (?) London to the said William Juniper the elder, William Juniper the younger and Matthew Juniper to Gilbert's use.

Gilbert may be placed forth with some schoolmaster for one year, or two at the least, if it may be done for reasonable charge, where he may be taught to write, read and cypher (for I think his means will not afford to make him a great scholar) and also learn some manners and behaviour ; the charge thereof to be allowed out of the rent of his land, which may be demised on reasonable conditions to Hugh Rolfe his father in law, who has the keeping of the other children, so that they may be the better brought up.

The eldest daughter is of sufficient age to deserve her maintenance.

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The second daughter to be put to school.

John the son to be trained up to learn to read and write and afterwards to such employment as he shall seem to be fittest for.

Hugh Rolfe to have the use of their portions towards their education, and, for his further encouragement therein, whereas the living is worth to be rented ——— (blank), let him have it at ——— (blank). *English. Paper. 4 pp. of which the second is blank.*

Endorsements : (i) That whereas G.B. late of West Amsby in the county of Wilts, deceased, by his last will and testament in writing did give and bequeath unto Gilbert his eldest son 20*l.* and Jo. B. his other son 30*l.* and to M. B. and ——— (blank) B. his daughters 30*l.* apiece, and made Joane his wife his sole executrix and died ; which Joane afterward proved the will and was possessed of all his personal estate and afterward married the within bound H.R., which Joane is likewise since dead ; by means whereof the said Hugh is possessed as well of the said legacies as also of all the personal estate of the said Gilbert Beckington the father and Joane. If therefore the said H.R., his executors or administrators do well and truly find and provide to and for the said Gilbert Beckington, John Beckington, Mary Beckington, ——— (blank) Beckington, children or orphans of the said Gilbert Beckington, or such of them as shall abide and inhabit with him, sufficient meat, drink, lodging and apparel during and until they the said children shall attain unto their several ages of 21 years ; or if it shall happen the said children or any of them to depart away from the said Hugh Rolfe and inhabit elsewhere than together with him the same Hugh, his executors or administrators, then if the said Hugh, his executors or administrators do well and truly pay unto him, her or them of the said children so departing and inhabiting elsewhere as aforesaid towards his, her or their finding and maintenance, until they shall attain to their several ages of 21 years, after the rate of 7*l.* for one 100*l.* for use money for all and every the several sums of money aforesaid to them bequeathed as aforesaid respectively¹

(ii) Gilbert Beckington by fine and recovery made a jointure to Joan Juniper his intended wife and after her decease to his heirs for ever. *Written at right angles to (i).*

¹ The conclusion appears to be lacking and the whole of this endorsement has been cancelled.

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ADDENDUM

20 July,
1614

180¹ Grant by letters patent to Edward earl of Hertford, lord of Castle Carye, co. Somerset, and of Amesburye, co. Wilts. (for the better support of the poor of those towns) of a weekly market on Tuesdays in Castle Carye and on Wednesdays in Amesburye, and of yearly fairs on the Thursday before Palm Sunday in Castle Carye and on 11 June and 13 Dec. in Amesburye; with courts of pie powder, customs, customary rights, jurisdictions, profits, commodities and advantages to the market, fair and courts belonging. Also grant that all coming to the markets may there buy and sell all merchandize, goods wares (*merces, mercimonias, mercandizas*), grain, oxen, pigs, sheep (*oves, bidentes*), horses, mares, geldings, colts and other beasts and cattle, living and dead, paying the tolls and customs due; provided that the markets and fairs be not to the damage of other neighbouring markets and fairs. As it was found by inquisitions taken 14 Sept. last at Bridgwater, co. Somerset, and 6 Oct. last at Marleborough, co. Wilts, by virtue of writs of *ad quod damnum* of 16 July, that it would not be to the damage of the crown for the grants to be made. Westminster 20 July 12 Jas. I. *Engraved border.*

Inscribed: (i) Cartwright.

(ii) Examinatur per me Thomam Marten

(iii) (*in the margin*) Amesbury. Market Friday.

A hand. 2 Fairs 11 June, 13 Dec.

Seal: Missing; red and yellow silk cords.

Endorsements: (i) A perpetuity granted to the Right Honourable Edward Earl of Hertford. Cartwright (*contemporary*).

(ii) 1615. A perpetuity granted to Edward Earl of Hertford of markets and fairs of Amesbury. Wilts. (*c. 18th cent., hand B*).

(iii) Grant of markets and fairs at Amesbury.

12 Jac. I.

¹ Enrolled on the Patent Roll 12 Jas. I, Pt. 18 (C66/2034) No. 15. A label has been tucked into the document inscribed in an 18th cent. hand: "Amesbury. Grant of Markets and Fairs from K. Jas. 1st to Edwd Earl of Hertford. 1615."

APPENDIX OF TRANSCRIPTS

1 Sciant presentes et futuri quod ego Cristina filia Johannis de Ambresber' in ligia potestate et viduitate mea dedi et concessi et hac presenti carta mea confirmavi Roberto Kade pro homagio et servicio suo mesuagium illud et curtillagium cum omnibus pertinenciis suis quod jacet inter mesuagium Roberti carpentarii et mesuagium Roberti le Hoyt. Habendum et tenendum dicto Roberto et heredibus suis vel cuicumque dare vel assignare voluerit libere et quiete plenarie et integre bene et in pace jure hereditario. Reddendo inde annuatim mihi et heredibus meis ipse et heredes sui vel ejus assignati viginti et quinque denarios ad quatuor anni terminos scilicet ad festum sancti Michaelis sex denarios et quadrantem ad Natale Domini sex denarios et quadrantem ad Pascha sex denarios et quadrantem ad nativitatem sancti Johannis Baptiste sex denarios et quadrantem pro omnibus serviciis consuetudinibus et demandis. Ego Cristina et heredes mei dicto Roberto et heredibus suis vel ejus assignatis dictum mesuagium cum curtillagio et omnibus pertinenciis suis contra omnes homines et f[emi]nas warantizabimus. Et ut hac mea donacio et concessio et carte mee confirmacio rata et stabilis sine fraude dolo vel mal[ici]a imperpetuum permaneat hanc presentem cartam sigilli mei munimine roboravi. Hiis testibus: domino Willelmo de Lutegareshale capellano, Galfrido Guiun, Yvone Guiun, Ricardo Ketewine, Johanne Salsar', Roberto Muntefelun, Willelmo le Fraunkelein, Ricardo Bueleghe, Nicholao le Trappere, Willelmo Besturne, Roberto carpentario, Nicholao de Wallop, Waltero Maynard, Johanne Fortin et multis aliis.

2 Sciant presentes et futuri quod ego Johannes filius Willelmi de Everle dedi concessi et hac presenti carta mea confirmavi Willelmo filio Radulfi de Bemfeld omnes terras et tenementa mea que habui vel aliquo modo habere potero in villa de Hetfeld cum omnibus pertinenciis suis. Habendum et tenendum eidem Willelmo et heredibus vel assignatis suis omnes terras et tenementa predicta de capitalibus dominis feodi illius cum omnibus pertinenciis suis libere quiete integre bene et in pace jure hereditario imperpetuum. Faciendo inde annuatim eisdem dominis feodi illius ipsi at heredes sui vel assignati pro me et heredibus meis vel assignatis servicia debita et consueta pro omnibus serviciis consuetudinibus exaccionibus et aliis demandis secularibus. Pro hac autem donacione concessione et presentis carte confirmacione dedit michi predictus Willelmo quadraginta marcas sterlingorum premanibus. Et ego predictus Johannes et heredes vel assignati mei predicto Willelmo et heredibus vel assignatis suis omnes terras et tenementa predicta contra omnes gentes warantizabimus et deffendemus imperpetuum. Et ut hec mea donacio concessio et presentis carte confirmacio perpetue firmitatis robur optineant huic carte sigillum meum apposui. Hiis testibus: dominis Rogero de Clifford juniore, Johanne de Sancto Johanne, Willelmo Bluet, Willelmo Paynel, Thoma Paynel, militibus, Bartholomeo Pecche, Willelmo de Hautot, Johanne Baret, Willelmo Wastehuse, Willelmo le Waleys et aliis.

3 Sciant presentes et futuri quod ego Radulphus pistor de Ambresbir' filius Johannis pistoris dedi concessi et hac presenti carta mea confirmavi Willelmo furnario de Ambresbir' omne jus quod habui vel quocunque modo habere potui cum [*sic*] viginti quinque denariis quos Claricia lotrix filia Roberti Cade michi solvere tenebatur annuatim ad quatuor anni terminos videlicet ad festum sancti Michaelis Archangeli sex denarios quadrantem et ad festum Natalis Domini sex denarios quadrantem et ad Pascha sex denarios quadrantem et ad festum sancti Johannis Baptiste sex denarios quadrantem pro quodam mesuagio et uno curtillagio quod quidem mesuagium scitum est inter domum Thome Partoust et domum Roberti Sakary. Habendum et tenendum seu recipiendum dictos viginti quinque denarios redditus cum omni jure quod quidem jus ad me pertinet seu aliquo modo pertinere

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posset de dicto mesuagio et curtillagio sicut prelibatum est de me et heredibus meis vel assignatis sibi et heredibus suis vel assignatis libere et quiete bene et integre imperpetuum. Reddendo mihi annuatim et heredibus meis unum par cirothecarum precii unius denarii ad Pascha pro omni servicio seculari exactione et demanda. Et ego Radulphus pistor et heredes mei seu assignati dicto Willelmo furnario et heredibus suis vel assignatis dictos viginti quinque denarios redditus sicut prelibatum est contra omnes homines et feminas warantizabimus¹ acquietabimus et defendemus imperpetuum. Et ad majorem securitatem habendam et donacionem meam ratificandam Felicia uxor mea juravit et fidem dedit quod nunquam contra dictam donacionem et concessionem meam veniret. Pro hac autem donacione et hujus carte mee confirmacione dedit mihi dictus Willelmus furnarius viginti sex solidos octo denarios sterlingorum premanibus. Et ut hec mea donacio concessio et presentis carte mee confirmacio rata et stabilis et inconcussa perseverat imperpetuum huic scripto sigillum meum apposui. Hiis testibus: Johanne Goioun, Raymundo de Westambresbir', Johanne le Sausyr, Waltero Ketewyne, Johanne le Fraunkelayn, Henrico le Hyrays, Michaele Maundefelun et multis aliis.

4 Omnibus Christi fidelibus ad quos presens scriptum pervenerit Claricia lotrix filia Roberti Kade salutem in domino sempiternam. Noveritis me remisisse et in perpetuum quietum clamasse pro me and heredibus meis seu assignatis Willelmo furnario de Ambresbir' et Margerie uxori sue sorori mee totum jus et clamium quod habui vel aliquo modo habere potui in quodam mesuagio et curtillagio quod quidem mesuagium cum curtillagio scitum est inter domum Thome Partust et domum Roberti Sakari in villa de Ambresbir'. Et ne de cetero per me vel heredes meos seu assignatos vel per aliquem alium pro me vel pro heredibus meis seu assignatis ipsis Willelmo et Margerie uxori sue heredibus vel eorum assignatis super predictis mesuagio et curtillagio et eorum pertinentiis questio vel controversia moveri possit presens scriptum sigilli mei impressione munitum dicto Willelmo et Margerie uxori sue heredibus seu eorum assignatis fieri feci. Reddendo inde annuatim dicti Willelmi et Margeria uxoris sue heredes vel eorum assignati Radulpho pistori de Ambresbir' heredibus seu ejus assignatis unum par cirothecarum ad Pascha precii unius denarii pro omni servicio seculari exactione et demanda. Pro hac autem remissione et quieta clamancia dederunt mihi dicti Willelmus et Margeria uxor sua quinquedecim solidos sterlingorum pre manibus. Hiis testibus: Johanne Augyr, Roberto Goioun, Raymundo de Westambresbir', Johanne le Sausyr, Johanne le Fraunkelayn, Henrico Hyrays, Michaele Maundefelun et multis aliis.

6 Sciant presentes et futuri quod nos Ricardus de Hadestoke et Idonea uxor mea Rogerus le Gras et Cecilia uxor mea et Margeria Viel relicta quondam Johannis Viel junioris de London' sorores et heredes quondam Johannis Renger dimisimus concessimus et hac presenti carta nostra confirmavimus et imperpetuum quietum clamavimus pro nobis et heredibus nostris Ricardo le Gras totum jus et clamium quod habuimus vel aliquo modo habere potuimus in terris et tenementis dominicis redditibus homagiis serviciis domibus edificiiis gardinis pratis planis pascuis pasturis viis semitis molendinis stangnis vivariis piscariis cursibus aquarum columbariis haiis fossatis et libertatibus cum omnibus eorum pertinentiis ad predicta terras et tenementa spectantibus que nobis jure hereditario per mortem dicti Johannis Renger accidere debebant in villa de Westambresberi in comitatu Wiltes' integre sine aliquo retenemento. Habendum et tenendum eidem Ricardo le Gras heredibus et assignatis suis de nobis et heredibus et assignatis nostris libere quiete bene et in pace finabiliter imperpetuum. Reddendo inde annuatim nobis heredibus et assignatis nostris ipse Ricardus le Gras heredes vel assignati sui tres denarios ad festum sancte Margarete virginis scilicet unicuique heredum dicti Johannis defuncti unum denarium pro omnibus serviciis consuetudinibus wardis releviis escaetis exactionibus demandis sectis curie et rebus cunctis ad nos heredes seu

¹ MS. warantizbimus.

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assignatos nostros pertinentibus et faciendo inde servicia debita et consueta capitalibus dominis feodorum que ad predictas terras et tenementa pertinent. Ita quod nec nos dicti Ricardus de Hadestoke Idonea Rogerus Cecilia nec Margeria nec heredes seu assignati nostri aliquid juris vel clamium in dictis terris et tenementis nec in eorum pertinentiis ut predictum est de predicto Ricardo le Gras heredibus vel assignatis suis exigere capere habere vendicare vel clamare poterimus nec debemus imperpetuum nisi predictum servicium sicut predictum est. Et ut hec nostra donacio dimissio concessio et presentis carte confirmacio et quietaclamacio perpetue firmitatis in se robur optineant presenti carte sigilla nostra apponi fecimus. Hiis testibus: Magistro Ricardo de Stanes, domino Roberto Fulcon', domino Mattheo Bukerel cive London', Willelmo de Hadestoke, Petro de Gisors, Thoma Bat, Johanne de Norhamton', Henrico Bruning, Reginaldo de Suffolk', Johanne le Sauser de Westambr', Johanne Guiun, Johanne le Frankeleyn, Ada Mukel et aliis.

8 Ad festum sancti Michaelis anno regni regis Edwardi filii regis Edwardi octavo ita convenit inter Thomam Pertuht burgensem de Ambr' ex parte una et Rogerum filium Thome le Toukere de eadem ex parte altera videlicet quod predictus Thomas concessit et tradidit predicto Rogero unum mesuagium cum curtilagio et omnibus pertinentiis suis in villa de Ambr' ad terminum vite dicti Thome et per dimidium annum ultra post discessum dicti Thome quod quidem mesuagium situm est inter mesuagium quondam Willelmi le Fornor ex una parte et mesuagium Alexandri filii predicti Thome ex altera parte. Habendum et tenendum predictum mesuagium cum curtilagio et omnibus pertinentiis suis predicto Rogero heredibus vel assignatis suis de predicto Thome heredibus vel assignatis suis ad terminum supradictum. Reddendo inde annuatim predictus Rogerus predicto Thome durante termino supradicto decem solidos argenti ad quatuor anni terminos in villa Ambr' usitatos pro equali porcione. Et predictus Thomas Pertuht predictum mesuagium cum curtilagio et omnibus pertinentiis suis ut predictum est contra omnes homines mortales de omnibus serviciis, tallagiis vel aliquibus aliis demandis que evenire possent super predictum mesuagium vel super Rogerum racione dicti mesuagii predictum Rogerum pro reddito supradicto warrantizabit acquietabit et defendere debet. Et sustinebit predictus Thomas domum illius mesuagii in coopertura et in aliis grossis emendacionibus sumptibus suis propriis. Et si contingat quod dictus Rogerus domos vel aliqua edificia de novo contruxerit vel aliquos sumptus infra domum vel extra apposuerit licebit eidem in fine termini vendere vel asportare pro voluntate sua et inde facere quod sibi placuerit non obstante aliqua defencione dicti Thome heredum vel assignatorum suorum. Datum apud Ambr' die Lune proxima ante festum sancti Luce Evangeliste anno regni regis Edwardi [*sic*] octavo. In cujus rei testimonio sigilla sua alternatim apposuerunt et pleggios invenerunt videlicet dictus Rogerus invenit ex parte sua Radulphum Mich', Thomam le Touker' et Ricardum le Chapmon. Et dictus Thomas invenit ex parte sua Robertum de la Halle, Thomam Maynard et Johannem Rasel.

58 Frater Robertus minister domus sancte Radegunde de Thelisford Worcestrensis diocesis, ordinis sancte Trinitatis et redemcionis captivorum Terre Sancte qui sunt incarcerati pro fide Ihesu Christi a paganis miseracione divina generalis vicarius et provincialis tocuis dicti ordinis in Anglia legitime constitutus, dilectis nobis in Christo Willelmo Clerke et Margarete uxori ejus salutem in domino sempiternam. CUM in privilegiis apostolicis per sacrosanctam sedem apostolicam nobis et ordini nostro ab antiquis temporibus ad perpetuam rei memoriam indultis et per eandem sedem de novo canonice confirmatis inter cetera quedam specialia continentur indulta continencie subsequentis, NOS autem, de omnipotentis Dei misericordia et beatorum apostolorum Petri et Pauli ejusdem confisi auctoritate, omnibus vere penitentibus et confessis vel volentibus confiteri qui ad sustentacionem dicti ordinis manus porrexerint adjutrices, tociens quociens suas dederint elemosinas, terciam partem pene penetencie criminum confessorum et nostram benediccionem in secula seculorum sex annos et octoginta dies de injuncta penitencia

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relaxamus. Eciam concedimus quod omnes confratres et consoroꝛes dicti ordinis, qui dederint certam quantitatem bonorum [? suorum et annuatim] fratribus vel nunciis ejusdem ordinis beneficia persolverint et in eorum obitu eisdem aliqua bona le[gaverint, ? vel] assignaverint, possint sibi eligere annuatim ydoneum presbyterum in confessorem, qui eis concedere valeat ple[nam ? absolucionem] omnium peccatorum suorum de quibus sunt vere contriti et confessi. Et quilibet confrater habebit scriptum dicte fraternitatis ut¹ eidem sepultura ecclesiastica non negetur quacunque² morte moriatur nisi nominatim fuerit excommunicatus. Vota vero peregrinacionis et abstinencie siqua omiserint³ que commode servari non poterint (ultra mare beatorum Petri et Pauli atque Jacobi votis dumtaxat exceptis) commutet vobis idem confessor in alia opera pietatis. Si quis benefactor infra annum moriatur de omnibus peccatis suis vere contritus et confessus, est de gracia nostra speciali absolutus, capitulo de abusionibus non obstante. Summa vero indulgenciarum vobis annuatim concessarum septinginti anni et totidem quatrage ne in remissione penarum temporalium, ac in omnibus aliis suffragiis nostris in domino participamus. Datum sub sigillo nostro anno domini millesimo cccc^{mo} iiii^{to}

¹ MS. et.

² MS. quicunque.

³ MS. emiserint.

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