

PROCEEDINGS
OF THE
LEATHERHEAD & DISTRICT
LOCAL HISTORY SOCIETY



VOL. 4 No. 4

1980

SECRETARIAL NOTES

THE FOLLOWING Lectures and Visits were arranged during 1980:—

January 18th	Illustrated Lecture: "Four Centuries of the Country House", by C. B. Pringle.
February 16th	Visit to Horsley Towers, by arrangement with the Horsley Towers Training Establishment of the Electricity Council, under the guidance of Stephen Turner.
February 22nd	Illustrated Lecture: "Robert Adam", by C. B. Pringle.
March 28th	Illustrated Lecture: "Pompeii and Herculaneum", by Mrs M. Fuller and S. E. D. Fortescue.
April 18th	Illustrated Lecture: "Old Inn Signs", by R. J. Webber.
May 17th	Visit to Rochester, Temple Manor, Strood, and Upnor Castle. Leader: Derek Renn, F.S.A.
June 14th	Visit to Woodlands Park, Stoke D'Abernon, by kind permission of the Warden.
July 12th	Visit to Dorchester, Tolpuddle, Maiden Castle and Moreton Church. Leader: Mrs R. M. Vracas.
July 26th	Walk round the Bookhams, under the guidance of S. E. D. Fortescue.
September 21st	Tour of the bridges of Leatherhead, under the guidance of Derek Renn, F.S.A.
October 10th	The Dallaway Public Lecture: "Our Churches, 150 Years Ago, as seen by the Hassells", by Robin McDowall, C.B.E., M.A., F.S.A., President of the Surrey Archaeological Society, at the City of London Freeman's School, Ashtead.
October 30th	Buffet Supper in aid of the Leatherhead Museum, with Illustrated Lecture: "Ashtead Potters", by Mrs Joy Hallam.
November 15th	Lecture: "Some Aspects of Family History", by John Clark and Geoff Hayward.
December 5th	Leatherhead Historical Miscellany. Contributions by Members.

Number 3 of Volume 4 of the *Proceedings* was issued during the year.

SPECIAL GENERAL MEETING

Held at the Council Offices on 14th March 1980

TO AMEND Rule 12 with the addition of the words: "No amendment shall be made to the Rules which will cause the Society to cease to be a charity at law."

THIRTY-THIRD ANNUAL GENERAL MEETING

Held at the Council Offices on 14th March 1980

THE REPORT of the Executive Committee and the Accounts for the year 1979 were adopted and approved. Officers of the Society were elected. The Accounts for the year 1979 are printed on page iii of the cover.

OFFICERS FOR THE YEAR 1980

President: J. G. W. LEWARNE

Vice-Presidents: F. B. BENDER, F.S.A.; D. F. RENN, Ph.D., F.S.A.

Chairman: S. E. D. FORTESCUE

Vice-Chairman: L. A. SMITH, M.B.E.

Hon. Secretary: MRS R. M. VRACAS, B.A.

(Chalkhill, Givons Grove, Leatherhead. Tel: Leatherhead 74808)

Asst. Hon. Secretary: Miss J. FULLER

(3 Greenaway House, Howard Close, Ashtead. Tel: Ashtead 77876)

Hon. Treasurer: H. J. MEARS

(Beverley, 43 The Glade, Fetcham. Tel: Bookham 53071)

Asst. Hon. Treasurer: J. R. BULL

(98 Woodfield Lane, Ashtead. Tel: Ashtead 72800)

Hon. Programme Secretary: E. S. BARNWELL

Hon. Editor: F. B. BENDER, F.S.A.

(Duntisbourne, Reigate Road, Leatherhead. Tel: Leatherhead 72711)

Hon. Membership Secretary: Mrs C. BARRETT

Hon. Records Secretary: D. BRUCE

Hon. Sales Secretary: Mrs M. FULLER

Hon. Publicity Secretary: H. K. ALDERTON

Hon. Library Secretary: J. R. GILBERT

Committee Members: R. A. LEVER, E.D., B.Sc., F.L.S., S. R. C. POULTER,
M. A. SNELGROVE, (Co-opted) N. H. WEST

PROCEEDINGS
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Leatherhead and District Local History Society
Vol. 4, No. 4
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OCCASIONAL NOTES

LORD NORTH AND ASHTEAD

In the history of Ashtead House, Ashtead, Surrey (*Proceedings*, Volume 4, No. 3, 1979), mention is made of a tradition that Frederick Lord North* (later the second Earl of Guilford) lived at Ashtead House. The evidence for this was slight.

Where today an influential man would live upon the dividends from investments, in the 18th century the source of income would be the rents from the many estates owned by the family. The North family held a large number of estates spread over many counties. Among these was The Durdans at Epsom, which was leased for a time to Frederick Prince of Wales.

Frederick Lord North was born in 1732 and after Oxford did the "Grand Tour". On his return home he was given the family parliamentary seat of Banbury in 1754, and in 1756 he married Miss Anne Speke, a plain but wealthy heiress of Dillington in Somerset.

As an impecunious M.P. he was dependent upon some estate rents but mainly on an allowance given by his father, the first Earl of Guilford. Recently, Professor Charles D. Smith of the University of Syracuse, N.Y., published a study of "The Early Career of Lord North, the Prime Minister". The book contains an appendix dealing with the various houses occupied by Lord North. Contact was made with Professor Smith regarding evidence for Lord North's residence in Ashtead and he very kindly provided copies of four letters written by Lord North to his father:—

1. Lord North to his father: Dillington, Somerset, 28th June 1758: "When I have sold my estates I must alter my course of living. I would submit to much greater alterations to save them, as by their situation they will contribute to form for my posterity a much finer estate than they will have anywhere else, and as they may be improved one fifty percent by any landlord that is at all at his ease. I have had but one renewal (not yet paid). The fine is about 98 pounds. I am in treaty for about 500 pd. renewals on the estate at Ashile but I do not hear of any person desirous to renew on the *Ashted* Estates." (Bodleian MS. North d. 23 H. 79-80.)
2. Lord North to his father: headed "*Ashted*", July 8th, 1758: "I have endeavoured to form an estimate of what family expenses will probably be, if they are conducted with oeconomy, and if I settle myself upon the plan of living eight months in the country and four in Town, which by just riding up myself with one servant to London for two or three days at the opening of the Parliament I should be able to do." (Bodleian MS. North d.23 H. 77-79.)
3. Lord North to Lord Poulet: *Ashtead*, November 6th 1764: Hearing that the Lord Lieutenant of Somerset has died, North writes to know whether there is any chance of his being given the position. (Sir John Murray Grenville MSS. XIII, 452.)
4. *Ashted*, May 5th 1765: written to an unknown recipient regarding the possible sale of a regimental commission by Colonel Campbell to Captain Twistleton. (Pierpont Morgan Autographs. Miscellaneous XIV/125.)

These four letters provide evidence that Lord North probably owned the Ashtead House estate before General Phillipson and lived there for a time.

G. J. G. (22nd June 1980).

*George III's Prime Minister during the rebellion of the American colonies.

MRS. MARY DACKOMBE

In Occasional Paper No. 2, "The Dame, The Prisoner and The Pewterer", 1977, information regarding the "Dycomb" family is quoted from the history of A. N. Palmer, "The Broughtons of Marchwiell". In Appendix 6 of that history Palmer indicates that the Dackombe's were an old Wrexham family and suggests reasons as to how this family came to be situate in North Wales. These reasons are quoted on page 6 of the Occasional Paper.

Since the paper was written, search has been made in the registers of St. Giles, Wrexham, and it has not been found possible to find any reference to the Dackombe family before 1800.

Search of the records of Baptisms in London Parishes shows that the Dackombe family were of London and that Robert Dackombe married Mary Wyke there. They had the following children:

Robert 1684 (St. Andrews, Holborn)
Mary 1687 (St. Brides)
John 1688 (St. Brides)

We now know that John Dackombe, aged 22, married Mary Davies near Wrexham. It was their son Aquila who after his father's death, aged 14, came to London and was apprenticed to the Pewterer. This first Aquila Dackombe was therefore the grandson of "my unfortunate, undutiful daughter, Mary Dackombe". It is interesting to note that Mary's son Robert (1684-1768) was for twenty-six years Pantler at the Charterhouse and when too old to work was admitted as a Brother.

G. J. G. (22 June 1980).

THE PROCEEDINGS

It is perhaps significant as an indication of the stability of the Society that during the period covered by the issue of the *Proceedings*, of which this is the thirty-fourth, there have been only three editors; the late S. G. Blaxland Stubbs, O.B.E., for three years, C. J. Songhurst for six years, and the present issue is the twenty-fifth edited by F. B. Benger, F.S.A.—a truly remarkable record.

S. E. D. FORTESCUE, *Chairman*.

MEDIAEVAL DEEDS OF THE LEATHERHEAD DISTRICT

By W. J. BLAIR

PART III

PROPERTIES OF MERTON PRIORY

INTRODUCTION

The Augustinian Priory of Merton was founded at the beginning of the twelfth century and quickly acquired considerable properties in Surrey.¹ By c. 1240, when the earliest extant list of the Priory's holdings was made, rents were owing from the following people and properties in the Leatherhead area:²

Feccham.

The mill of la Hale.

Polesdene: land rendering 2s on the feast of All Saints by the hand of William Juvenis.

Also Polesdene: on the feast of St. Thomas the Apostle 12d.

Adam Drew.

Estede.

Pachenesham: 20s at Michaelmas.

The Ashtead entry almost certainly refers to the later "manor of Little Ashtead", a square block of land on the Leatherhead parish boundary defined by Harriots Lane, Skinners Lane, Barnett Wood Lane and Ottways Lane.³ It is uncertain how the Priory acquired this property, and no documents in the present collection throw any light on it.

A substantial manor in Fetcham, which later preserved the memory of the canons of Merton in its name of Cannon Court, belonged to the Priory by the 1170s.⁴ Three early deeds calendared here (58–60) grant smallholdings on this estate, including shares in Fetcham mill and another called "the mill of la Hale"; one of these (60) also provides the earliest reference to the tenement later known as Bickney.

The 20s holding at Pachenesham, in Leatherhead parish, is identifiable with a block of enclosures and customary smallholdings beside Patsom Green. This was an appendage of the great royal manor of Ewell, and the Priory presumably acquired it with the main manor in 1158;⁵ a late fourteenth-century list of smallholdings here owing rent and service to the Priory has already been printed.⁶ The 20s rent due from the lords of Pachenesham Magna occasioned disputes in the early fourteenth century, as illustrated by a royal writ and memorandum (66).

By 1201 the canons already had an interest in the Mickleham manor of Polesden Lacy (61), and the list quoted above shows that they had 3s rent there in the 1240s. From documents calendared here (67–77), however, it seems clear that they acquired the main manor in the 1390s through the bankruptcy of a Berkshire merchant named Edmund Lodelowe. The process for recovering the debt can be traced through a series of royal writs; one particularly useful document (75) lists tenants on the manor, showing that familiar Mickleham names such as Arnold, Ruffyn and Tough were already established in the parish by 1399.

Unlike those hitherto published, hardly any of these documents are extant in the original. The main sources are two cartularies of the Priory, one of the thirteenth and one of the late fourteenth and fifteenth centuries: British Library MS Cotton Cleop. C. vii (cited here as Cleop.), and Bodleian Library MS Laud Misc. 723 (cited here as Laud). The abstracts are printed by permission of the Trustees of the British Library and the Curators of the Bodleian Library.

TEXTS

Fetcham

58 William prior of Meriton' and the convent of that place to Warner and his heirs. Grant (for 5s) of the share (*pars*) which we have in the mill of Fecham, with 1 ac. To hold of us in fee and inheritance, at rent of 5s at Christmas, Easter, the feast of St John Baptist and Michaelmas in equal portions. We will have all multure from the same which is weighed in our court of Fecham, discharged in the same mill. Warner has done fealty in our chapter and his heirs will do likewise. *Witnesses*: Ernisius presbiter, Ingelram de Albernun, Peter de Talewurth', Robert de Molesie, Simon Arbelastarius, William Belet, Jordan de Albernun, Aitropus, Gilbert Prudhumme, Payn de Ymewurth'. [1167–77.] [Transcript, Cleop. f.59.]

59 Robert prior of Meriton' and the convent of that place to Alexander clerk of Fecham. Confirmation of the land which Gilbert Blundus gave him for his service, to hold of us in fee and inheritance at rent of 12d at Michaelmas for all service due to us; but it is defended against the King and his deputies for $\frac{1}{4}$ virgate. *Witnesses*: Peter dean of Bocham, Roger de Hadleia, Robert his brother, Viel de Suthon', Payn de Mordon', Brunus. [1177–80.] [Transcript, Cleop. f.63^v.]

60 Walter prior of Meriton' and the convent of that place to William son of Drew of Fecham. Confirmation of all the land which his father Drew held of us in fee in that vill at his death, with $\frac{1}{3}$ of his mill in Fecham and all other appurtenances. To hold by free service of 4s at Michaelmas, Christmas, Easter and the Nativity of St John Baptist in equal portions, for all service saving forinsec appertaining to that tenement. By the said 4s William and heirs will be quit of 7 $\frac{1}{2}$ d which they have been used to pay us yearly for acquittance of a wardship. Grant also of our mill of la Hale which we had by grant of William Hansard, with all appurtenances except the field of Parva Bekeneia.⁷ To hold for life by free service of 12s at the said terms in equal portions; after his death his heirs will hold the mill perpetually of us by free service of 1 mark yearly at the said terms, saving forinsec service which William and his heirs will perform. William has sworn to pay the rent faithfully, and his heirs will do likewise. Sealing. *Witnesses*: Guy prior of Suwich', Mr Elias de Suwerch', Walter de la Puilla, Jordan clerk of Woking', Roger his brother, Walter de Pollesdene, Gilbert son of Drew, Gilbert le Puer, Roger de Kingeswde, Henry de Pollesden', William Brunus, and others. [1198–1218.] [Transcript, Cleop. f.80.]

61 Final concord, Westminster, octave of St John Baptist 3 John [5 September 1201], between Walter de Polesden' plaintiff and Walter prior of Mereton (by attorney Adam the canon) defendant, concerning 1 $\frac{1}{2}$ hides and 1 virgate in Fechham and Polesdene, by recognisance of mort d'ancestor. Walter quitclaimed to the prior, for which the prior gave Walter 1 $\frac{1}{2}$ virgates of the same land in Polesden' which Turbert son of Godwin and Ailmar his brother and Ailmar Partriche held, with appurtenant meadow, and 15 ac. land in the field called Scarderude. To hold of the prior and his successors forever, at rent (for the said land and for 1 $\frac{1}{2}$ virgates in Polesden' which Walter already held) of 3s at Michaelmas and Easter in equal portions, for all service except forinsec. For this the prior gave Walter 40s. [Foot; P.R.O. CP 25(i)/225/2(31).]

62 Henry III to the prior and convent of Merton. Grant of free warren in their demesne lands of [among others] Fecham. Merton, 22 May 36 Henry III [1252]. [Charter roll, P.R.O. C53/44 m. 11; Cf. *Cal. Charter R.* i, 391.]

63 Sir Robert Wyndesore, prior, and the convent [of Merton] to Nicholas Slyfeld. Demise, by indenture, of all their land and meadow in Fecham called Magna Bykeneye. To hold for life, at rent of a red rose at the Nativity of St John Baptist. 6 January, 11 Richard II [1388]. [Transcript, Laud f.36^v.]

64 Robert prior of Merton and the convent of that place, addressed generally. Release from villeinage, by unanimous consent of our chapter, of John Caltheth junior, son of Adam Caltheth, villein of our manor of Feccham, and his whole issue. In the chapter, 20 January 20 Richard II [1397]. [Annotated “Manumissio nondum concessa”. Also another version, annotated “Eadem sub alia forma”, extending the manumission only to female issue and retaining male issue in villeinage.] [Also another version, materially the same as the first, annotated “Eadem sub alia forma et melius, sed non concessa”.] [Transcripts, Laud f.67.]

65 Edward IV to Merton Priory. Confirmation of their possessions in [*among many others*] the manors of Feccham and Asshestede and the vill of Pachensham. Westminster, 2 August 8 Edward IV [1468]. [Charter roll, P.R.O. C53/195 m.5. Cf. *Cal. Charter R.* vi, 235–7.]

Leatherhead

66 King to the sheriff of Surrey. Order to record in your full county the dispute which is in the county without our writ between Robert Darcy and the prior of Merton, concerning the said Robert's affers alleged to have been taken and unjustly detained; the record to come before our justices at York on the octave of St Martin, under your seal and the seals of four named lawful knights concerned in that record, with this writ. Witness the King, 26 October 1 [Edward III, 1327]. *Memorandum*: Seized by the hand of Eustace de Hacche, tenant of the manor of Pachensham which is held of the prior at 20s p.a. at Michaelmas and suit of court at Ewell every three weeks, in the time of Prior Edmund predecessor of the present prior and of King Edward grandfather of the present king. Distraint was made in the said manor at la Mershe in the said prior's fee on Tuesday after St Margaret in the first year of the present King [21 July 1327], for 23 years' arrears: 10 oxen, 10 cows, 10 bullocks. *Note* that this distraint was wrongful, since nothing was in arrear whereof there was a plea; an agreement [was made] to the prior's serious disadvantage, as appears by a deed in the muniment-room under Ewelle. [Transcript, Cleop. f.144^v.]

Mickleham, manor of Polesden Lacy

67 Acknowledgement by Edmund Lodelowe of Abyndon', Berks, that he is bound in £40 to Robert prior of Merton' and the convent of that place, for merchandise bought from them in the staple of Westminster; to be paid on the Assumption next. In default, Edmund and his heirs will be subject to the penalty ordained in the Staple Statute for recovery of this debt. In the said staple, 31 May 15 Richard II [1392]. [Transcript, Laud f.55.]

68 Agreement by indenture, sealed interchangeably, between Edmund Lodelowe of Abyndon' on one part, and Robert prior of Merton and the convent of that place on the other. Whereas Edmund is bound to the prior and convent by Statute Merchant in £40, due on the Assumption next; the prior and convent now will that if Edmund pays them 300 marks at Merton over the next ten years (that is, 20 marks p.a. at the Purification and St Peter ad Vincula in equal portions, and also 100 marks in the final year) the said debt will be void, but will otherwise remain valid. Merton', 1 June 15 Richard II [1392]. [Transcript, Laud f.55.]

69 Adam Karlill, mayor of the staple of Westminster, appointed for taking acknowledgements of debts in that staple, to Thomas archbishop of York. Letter stating that on 31 May 15 Richard II [1392], Edmund Lodelowe of Abyndon' came before John Hadle, then mayor, and acknowledged that he was bound to Robert prior of Merton and the convent of that place in £40 due on the Assumption thence following. Request to compel him to pay as stipulated, since he has failed to do so. Given in the staple, 19 January 18 Richard II [1395]. Before the King in Chancery, octave of the Purification [9 February 1395]. [Transcript, Laud f.55.]

70 The prior and convent of Merton' to Edmund Lodelowe. Receipt for 66s 8d, received at Christmas last by the hand of William atte Mull' farmer of the manor of Pollesden', in part payment of 300 marks which Edmund owes us. Sealing. Merton', 4 January 18 Richard II [1395]. [Transcript, Laud f.55^v.]

71 Richard II to the sheriff of Surrey. Whereas on 31 May [*etc., as in 69*], and he has failed to pay; order to seize the said Edmund (if a layman) and imprison him until he has made full satisfaction; and to make a true extent by the oaths of honest and competent men of all Edmund's goods and chattels in your shrievalty, and to sieze them into our hand until satisfaction is made; and to inform us of the execution of this writ by your sealed letters in Chancery on the octave of the Purification next. Witness Edmund duke of York guardian of England. Westminster, 10 January 18 Richard II [1395]. [Transcript, Laud f.55^v.]

72 Inquisition at Mordon' on Wednesday 9 February 18 Richard II [1395], before Edward Seintjohan knight sheriff of Surrey. Jurors: Roger Fridele, Adam Baldwyne, William atte Mulle, Simon atte Mulle, Edward Seymour, William Hordron', John atte Grove, John atte Well', John Bisschopp', William Mulseye, John Holikoc and Alan Balenger. They say that on the day of the acknowledgement named in the writ and after, Edmund Lodelowe held the manor of Pollesden' in the parish of Mikelham, worth yearly in all outgoings 4½ marks. He held no other lands or goods in this shrievalty which may be extended or seized. Sealing. [Transcript, Laud f.55^v.]

73 Richard II to the sheriff of Surrey. On 31 May [*etc., as in 69*], and he failed to pay; and we therefore ordered the then sheriff by writ to seize [*etc., as in 71*]; and the sheriff reported that after the writ had been sent to him Edmund was not to be found in his shrievalty, but that on the day of his said acknowledgement and after he held the manor of Polisden' in Mikelham parish, extended at 60s p.a., but no other lands or goods in that shrievalty which might be extended or seized. And on 16 February 18 Richard II [1395] we ordered the sheriff by another writ to deliver the said manor to the prior, if he wished to receive it according to the said extent, to hold as his free tenement until he had recovered the debt; and to inform us of the execution of this writ by his sealed letters in Chancery on a certain day. The prior has now petitioned us to order the said manor to be delivered to him as stipulated, since this has not yet been done: order to enquire by the oaths of honest and competent men whether the manor has been so delivered, and immediately inform us in Chancery under the seals of yourself and them. Witness the King, Westminster, 18 December 22 Richard II [1398]. [Transcript, Laud f.56^v.]

74 Richard II to the sheriff of Surrey. Whereas [*rehearsal of 73*], and you reported that the manor had not been so delivered; order to deliver the manor to the prior, if he wishes to receive it according to the said extent, to hold as his free tenement until he has recovered the debt, and to inform us in Chancery of the execution of this by your sealed letters on the quindene of Easter next; and nonetheless to seize Edmund (if a layman) and imprison him until the debt is recovered as stipulated. Witness the King, Westminster, 31 January 22 Richard II [1399]. [Transcript, Laud f.71^v.]

75 On 3 March 22 Richard II [1399], by virtue of a writ, the manor of Pollesden' was delivered by Sir William Fenys sheriff' of Surrey, then present, to Sir Robert Wyndesore prior of Merton' and the convent of that place, in the presence of four canons, and of other men then living there, that is: Sir Richard Upton', Sir Richard Schaldeford, Sir William Odiham, Sir Thomas Byrchet cellarer;

[1]
Laurence Codyngton'
Thomas Hayton'
Robert atte Newe "subvic"

[2]
Robert Ascombe
Thomas Bradlee
William Palmere

[3]
John Cleygate
John atte Naldre
Henry atte Purye

[1]	[2]	[3]
William Erlee	Stephen Ingam	John North'
John atte Wode	John atte Grove	Richard Hayward
John Rownere	John Melham	Richard Brokere
Edward atte Sonde	Roger Hokere	John Webbe
William Hokere	Thomas Warde	Richard atte Purye
Thomas Kyrkeby	Nicholas Upton'	Robert Ruffyn
John Priour	Thomas atte Hethe	John Hegham
Thomas Abraham	John Hethe	John Tot
Roger Waltham	Gilbert Cartere	Roger Schirwod'
William Parkere	John 3outh'	Thomas Palefrid "cell"
John Lake	William Ware	William de Stabulo
William atte Mulle	William Arnold'	domini prioris
Thomas atte Well'	Thomas Stakewes	

[Transcript, Laud ff.71^v-72.]

76 John Kyrkeby (by attorney Thomas Kyrkeby), Isabel atte Well', Gilbert Cartere, Thomas Bradle, John atte Naldrette, John Cleygate, Isabel Spray, Henry Purye, John Melham and Henry Lonelomb, tenants of the manor of Pollisden', to Sir Robert Wyndesore prior of Merton. Acknowledgements that they hold of the lord and render all things as they held of Edmund Lodelowe. Day and year abovementioned [3 March 1399]. [Transcript, Laud f.72.]

77 Henry IV to the prior and convent of Merton. Licence (for 12 marks) for the alientation in mortmain to them by Edmund Lodelowe of a messuage, 168 ac. land, 2 ac. meadow, 26 ac. wood, 110 ac. pasture and 40s rent in Mikelham, Dorkyng, Polleston, Fecham and Leddrede, and by William atte Mulle of 8 ac. land in Leddrede, not held of the King, to find a lamp burning in the priory church before the high altar at high mass. Westminster, 1 February 9 Henry IV [1408]. [Patent roll, P.R.O. C66/378 m. 3; Cf. *Cal. Pat. R. 1405-8*, 393. Cf. 11.]

PROPERTIES OF MERTON COLLEGE: THORNCROFT MANOR, LEATHERHEAD INTRODUCTION

Thorncroft manor, one of the two main components of Leatherhead parish recorded by Domesday Book, was acquired in 1266 by the great Walter de Merton to support his newly-founded "House of Scholars" at Maldon. In its eventual guise of Merton College, Oxford, this institution retains to the present day one of the greatest collections of medieval estate records surviving in England.⁸ In addition to a large body of Thorncroft court rolls from the late thirteenth century onwards, the Merton material includes the useful group of deeds calendared here.

Two early deeds (the second in the Public Record Office, not at Merton) record the transfer of Thorncroft from the baronial family of Montfichet to John de Chereburgh, and from Chereburgh to Philip Basset and his wife Ela countess of Warwick (79-80). The acquisition of the manor by Walter from Philip and Ela, and the settlement of it on his College, involved complex transactions which produced a further series of documents (81-7). In common with most great landlords, Merton College administered the demesne directly by means of a bailiff until the later fourteenth century, when social changes in the wake of the Black Death prompted them to farm it out. However, a three-year lease of 1303 (88) reveals a short-lived earlier experiment in farming their Leatherhead property to a local landowner at a fixed rent. Two fifteenth-century documents (89-80) relate to the farming of the demesne and a sale of oaks from Barnett Wood.

The remaining deeds concern individual parcels of land in Leatherhead parish. 91-4 are mid thirteenth-century grants which pre-dated the acquisition of Thorncroft by Merton

College and probably relate to property which they subsequently obtained. During their first half-century or so of possession the Warden and Scholars obtained grants and releases of various small holdings in the parish, apparently in some cases parcels of Thorncroft manor in which heritable tenancies had been established (95–101). These include a tenement and shop in Bridge Street on the present Bridge Pharmacy site (95), and a parcel of land at the foot of Leatherhead bridge between the “Running Horse” property and the River Mole (98–9). Finally, a lease of the latter holding in 1414 reflects the changed economic circumstances of the post-Plague era in its stipulation that a substantial house is to be built upon it (102).

The abstracts are printed by kind permission of the Warden and Fellows of Merton College and of the Librarian, Dr J. R. L. Highfield. It is also appropriate to record the Society’s gratitude to Mr John H. Harvey, F.S.A., for making previous transcripts and abstracts both of these deeds and of those in the Surrey Record Office published in the last issue.

Merton Muniment numbers are preceded here by the abbreviation MM.

TEXTS

Deeds relating generally to Thorncroft manor

78–9 Grant by Margaret de Montfichet to Amfrid son of Fulk of land in Thorncroft and Aperdele [*c.* 1170]; Grant by Richard de Montfichet to John de Chereburgh of his land in Leatherhead except the service of Richard son of Amfrid [*c.* 1190]. [MM 633–4. The texts of these important charters are printed, and their significance discussed, by W. J. Blair, “A military holding in twelfth-century Leatherhead: Bockett Farm and the origins of Pachenesham Parva”, *Proceedings* IV, 1 (1977), 3–12.]

80 John de Chereburg’ to Sir Philip Basset and Lady Ela countess of Warwick his wife. Grant of all my land and tenement in Leddrede. To hold to Philip and Ela and the legitimate heirs of their bodies (reversion to the next heirs of Philip), for due service to the chief lord of that fee, and a yearly rent of £20 to me at Michaelmas and Easter in equal portions, for all service. Warranty. *Witnesses:* Sirs John Lovel, Robert de Pinkeny, William de Kaln’, Thomas de Ardern’ and Richard de Bulby, knights, Henry de Plumberg’, Ralph the cook, Ralph de Ho, Richard de Braham, John de Merden’, Richard de Muntvirun[?] clerk, and others. *Seal lost.* [1258–66.] [P.R.O. E40/4586.]

81 Philip Basset and Ela countess of Warwick his wife to their wellbeloved Sir Walter de Merton’ late Chancellor of King Henry. Grant of all our land in Letdrede and elsewhere which we have by gift of Sir John de Chereburg’. To hold, at rent of 1d at Letdrede and due service to the chief lords of the fee, to Walter for life and afterwards to the House of Merton’s Scholars founded by him at Meaudon’, for all service. Walter and his successors will acquit us against the said Sir John of £20 yearly, payable at Easter and Michaelmas in equal portions at Newark Priory near Guldeford for Sir John’s use while he lives, being quit of it after Sir John’s death. Warranty. *Witnesses:* Mr John de Cheshull’, the Provost of Beverley, Sir John le Brutun, Sir Gilbert Talebot, Sir Hugh Peverel, Sir Ralph Saunz Aver, Sir Hugh his son, Sir Thomas de Arderne, Sir Robert the Chamberlain, Sir Thomas le Blund, John de Wili, Richard de Brademere, Roger Tayllard, and others. The morrow of All Souls, 51 Henry III [3 November 1266]. *Seals (both in green wax): (i) (vesica-shaped, on a salmon-coloured pleated cord): obverse: standing female figure under canopy flanked by two shields: +S’ ELE. BASSET. COMITISSE. WAREWYKIE; reverse: shield charged with three bendlets wavy, in a quatrefoil within a circle, with a lion rampant above and below: +SIGILLVM : ELE : BASSET : COMITISSE : WAREVYKIE. (ii) (on a green cord) Shield charged with three bendlets wavy, between two stars with crescent moon above: +SIGILL’ PHILIPPI : BASSET: [Two copies, MM 646, 649.]*

82 Final concord, Westminster, quindene of Hilary 51 Henry III [17 January 1267], between Walter de Mertone plaintiff and Philip Basset and Ela countess of Warwick his wife (by attorney Henry de Meleburn') defendants, concerning 2 carucates in Leddrede. Grant and warranty by the defendants and their heirs (for £100) of the land (that is, all the land which they had by gift of Sir John de Chereburg' in that vill and elsewhere in Surrey and Sussex) to the plaintiff, who has it of their gift. To hold, at rent of 1d at Leddrede and due service to the chief lords of the fee, to the plaintiff for life, and afterwards to the Scholars and Brethren of the House of Merton's Scholars founded by him at Meaudon'; acquitting the defendants of £20 yearly payable at Easter and Michaelmas in equal portions at Newark Priory near Guldeford in the presence of the Prior or Subprior to Sir John's use. The defendants may distrain for arrears; the plaintiff and his heirs shall be quit of the payment after Sir John's death. [Three copies, P.R.O. CP25(i)283/16 (427) (foot), MM 647-8.]

83 Gilbert de Clare, earl of Gloucester and Hertford, addressed generally. At the instance of our lord and friend the Lord Edward, the firstborn of our illustrious lord King, we have confirmed the grant which Philip Basset and Ela countess of Warwick his wife made to our wellbeloved friend Sir Walter de Merton', formerly the said King's Chancellor, and the Scholars and Brethren of the House which Walter has founded at Meaudon'; that is, all the said Philip and Ela's Land in Leddrede, whereof Sir John de Chereburg' who held that land of Sir Richard de Mundfichet, and the said Richard's heirs, are mesne between us and Philip and Ela. To hold to Walter of Philip and Ela for life, and afterwards to the said Scholars and Brethren according to the terms of a final concord made in the King's court between Philip and Ela on one part and Walter on the other. We also grant, at the instance of our said lord King, that the said Walter, Scholars and Brethren shall be quit of our distraint and bailiffs for suit at our court of Bleccinggeleya, provided that our said distraints can be levied sufficiently elsewhere in the fee of the said Richard de Mundfichet, who has hitherto been accustomed to render the said suit as mesne for the said land and other of his lands of our fee. London, 1 March, 52 Henry III [1268]. *Seal: Suspended shield charged with three chevronels, flanked on either side by a lion looking back with a star over its head: +SECRETVM . GILEBERTI . DE . CLARA. Green wax.* [Three copies, MM 651-3.]

84 Walter de Merton', late Chancellor of King Henry, to the House of Merton's Scholars founded by him in his manor of Meaudon'. Ratification of the grant which I made to the said House during the late strife in the kingdom of England (*tempore turbationis nuper in regno Anglie suborte*) of my manors of Meaudon' and Farlegh', Surrey. To hold to the Scholars and Brethren of that House, notwithstanding that the grant was made in wartime. Reserving to myself for life easements of houses and fodder and firewood when I visit the said manors, and yearly fifty cartloads of wood for fencing my other places, and timber for making and repairing my buildings, to take freely from the woods and parks of their said manors. Also grant of my land in Leddrede, which Sir Philip Basset and Ela countess of Warwick his wife granted to me for life and to the said Scholars and Brethren after my death, to hold at rent to me of £20 at Easter and Michaelmas in equal portions. Also grant of my land in Gamelegeya, which William de Leycestr' of Gamelegeya granted to me for life and to the said Scholars and Brethren after my death, to hold at rent to me of £20 at Easter and Michaelmas in equal portions. Reserving to myself for life easements of houses and fodder and firewood when I visit the said manors, and yearly thirty cartloads of wood for fencing my other places from the wood of Gamelegeya, to take freely. When I visit Leddrede and Gamelegeya, they shall find me by their bailiffs wheat, barley and oats in part-payment of the above farm, and I shall allow them 40d per qr. for what, 32d for barley and 14d for oats. I retain the ordination of the said House in my hands, with power to augment, alter or correct it. *Witnesses:* Mr John de Chyshall', the Provost of Beverley, Mr Thomas de Bathon', Archdeacon of Bath, Mr John de Castro Bernardi of Cambridgeshire, Roger Tayllard, Richard de Brademere, Richard de la More, Eustace le Flemeing, and others. Wudestock', 8 July 52 Henry III [1268]. *Seal (oval): Three-quarter figure of a man in academics holding*

a book and birch-rods + *QVI TIMET DEUM FACIET BONA*. *Green wax*. [Two copies, MM 903-4.]

85 Gilbert de Clare, earl of Gloucester and Hertford, to Roger de Horn' seneschal of Tonebregg. Whereas we have confirmed to our beloved Sir Walter de Merton, and to the Scholars and Brethren of the House founded by him at Moldon for the perpetual support of scholars engaged in study, the gift made to them by Philip Basset and Ela countess of Warwick his wife of the whole land of the said Philip and countess in Leddred; we command you, since Walter has given seisin of the land to the Scholars and Brethren, to allow them to possess it unhindered. Toxsted, 7 November 54 Henry III [1269]. [The Merton copy (noted in the College's *Liber Ruber* f.9^v) now lost; text printed from another copy in *Rotuli Parliamentorum* I, 12a.]

86 Walter de Merton to the Scholars and Brethren of the House of Merton's Scholars. Release of all the land in Leddrede, which I had from Sir Philip Basset and Ela countess of Warwick his wife to be held by me for life and afterwards by the same Scholars and Brethren. To hold at rent to me of £25 at Easter and Michaelmas in equal portions during my life, reserving to myself easements of houses when I wish to stay there; if I require any of their corn I shall allow them 40d per qr, for wheat, 2s for barley and 16d for oats against the said £25, whether corn be dear or cheap in the said parish; they shall also find me hay and fodder and firewood when I am there. They shall be quit forever of these charges after my death. *Witnesses*: William Dudekin, Nicholas de Leddrede, Roger de Horn', William le Waleys, Richard de Brademere, Roger Tayllard, Philip de Cudinton', and others. *Seal*: from same matrix as 84. *Red wax*. [c. 1270.] [MM 650.]

87 Final concord, Westminster, the morrow of St Martin 55 Henry III [12 November 1270], between Mr Peter de Abyndon', Warden of the House of Merton's Scholars, plaintiff and Walter de Merton defendant. Release by the defendant to the plaintiff and the Scholars and Brethren of the manors of Maldon' and Farleg', to hold of the defendant and his heirs doing due service to the chief lords of those fees; reserving to the defendant yearly for life fifty cartloads of firewood and wood for fencing, and twenty cartloads of timber, from the woods of the said manors for doing the defendant's business in his other places, and reserving also lodging, firewood and a bed whenever he comes there. Grant also of two carucates in Ledrede, which Philip Basset and Ela countess of Warwick his wife granted to him for life and afterwards to the Warden, his successors, and the Scholars and Brethren. Grant also of three carucates in Gamelegey, Cambs., which William de Leycestr' granted to him for life and afterwards to the Warden and his successors. To hold of the chief lords of those fees for due service, paying for the lands in Leddrede and Gamelegeya rents of £30 to Walter for life at Easter and Michaelmas in equal portions, and 100s to Robert Edred for life at the same terms, the Warden and his successors being quit of the said rents and easements after the deaths of Walter and Robert. [Three copies, P.R.O. CP25(i)/283/17 (482) (foot), MM 905-6.]

88 Agreement by indenture between Mr John de Wanetynge, Warden, and the Scholars and Brethren of the House of Merton's Scholars on one part, and Simon Borforde of Ledderede on the other. The Warden etc. have demised to Simon their manor of Thorncrofte, with all lands, houses, etc., to hold for three years from the feast of St John Baptist 31 Edward I [29 August 1303] at rent of £20, payable in the manor of Malden at the Annunciation and the feast of St Margaret in equal portions during the term. Simon will maintain the houses, buildings, hedges and ditches during the term, and at the end will restore the manor to the Warden etc. in good condition, with its lands tilled and manured and the same lands or fields sown with all fruits now in them; together with all meadows and pastures and with all stock and implements now existing and appraised in the manor, or their value, as is more fully contained in a stock[-list] made between them; and with houses, buildings, hedges, ditches, etc. Simon will care for lambs born during the three years until they are

weaned, after which the Warden etc. will yearly take 40 lambs to drive where they will or a payment of 7d per head, and 40 will remain to Simon. Of calves born within the term, the Warden etc. will yearly take two after weaning and the rest will remain to Simon. Simon will take during the term the wool and milk of the sheep remaining with him. He must not cut or destroy the trees in the garden, in the hedges, "in Bernetto" or in other places, nor take anything from them except housebote and heybote to the use of the manor, which he may have yearly by grant of the Warden or his deputy. Simon may take nothing from the proceeds of court during the term, nor any wardships, heriots or reliefs on the deaths of tenants, but he must fulfil all duties belonging to the office of beadle by reason of courts held in that manor, at the will of the bailiff then in office. The land in wardship of the Warden etc. by the death of Walter de Hameledone is excluded from this agreement. John de Nywenham, John de Aperderlee, Geoffrey Pinchun and Nicholas de Aperderlee are Simon's pledges, and have accepted collective responsibility for the above agreement and payments (formal binding clauses). Warranty to Simon for the term. If the rent falls into arrears, the Warden etc. may enter the manor, which Simon must then restore with all stock. If Simon dies within the term, the pledges may enter the manor and hold it on the above terms; and at the end of that year, if the Warden etc. so wish, they shall restore it to them with all stock. The Warden etc. have sealed one part, Simon and his pledges the other. *Witnesses*: John Randolf, John de Boveneye, John Payn, Thomas Faukes, Gilbert le Hore, John le Fritelende, and others. *Five seals missing*. [MM 632.]

89 John Treyvilian' esq. to Henry Sever, Warden, and the Scholars of the House of Scholars of Mertone Haul in Oxford. Release of 100s rent, once granted to my for life by Mr Elias Holcot, formerly Warden, from a demesne of the said College called Thorncroft, Surrey, as appears in a writing bearing their common seal. Release also of all actions against the Warden and Scholars. 21 March 36 Henry VI [1458]. *Seal: Shield charged with lion rampart; small. Red wax*. [MM 2414.]

90 Agreement by indenture, sealed interchangeably, between Mr Richard Fitzjames, Warden, and the Fellows of Merton College on one part, and John Wellis of Kingston upon Thamys on the other. The Warden and Fellows have bargained and sold to John, for £8 payable at London in the Warden's place at Paul's at the feast of St Peter ad Vincula next, forty oaks in the wood and ground called the Barnet in Ledred parish, late assigned and marked by John Lawrence of Maldon for the use of the Warden and Fellows. To cut down and remove between Christmas last past and three years next ensuing, with free entry to the places where the oaks grow with horses, carts and other lawful carriage at convenient times. If John or his assigns damage the farmer's grass or pasture in the said wood and ground, they must make satisfaction to him. John and his assigns may make sawing pits in the said ground at places assigned by the Warden and farmer; if they break any hedge or gate in the ground they must make full reparation. To observe this, John binds himself in £20 payable to the Warden and Fellows next Michaelmas. Oxford, 8 April 2 Henry VII [1487]. [*In English*.] *Seal: Small, almost totally effaced. Red wax*. [MM 631.]

Deeds of individual holdings in Leatherhead parish

91 John Faber to John Blund. Grant (for $\frac{1}{2}$ mark) of $\frac{1}{2}$ ac. in Ledrede parish at Widegate between land of Ralph Suterich and land of William Rufus, and a "forland" beyond Godhivedene to which an acre of Henry son of Jordan extends. To hold at rent of 1d at Michaelmas, for all service saving the King's pertaining to such a tenement of that fee. Warranty. *Witnesses*: Adam Driw, William de Losle, William de Apeldrele, John his brother, Thomas Pinchun', William his brother, Gilbert de Puneshurst', John his son, Simon de Ponte, Walter son of Adam, Henry Belhoste, and many others. *Seal: Floral device: +SIGILL' IOHANNI FABRI. Green wax*. [c. 1240-50?] [MM 644.]

92 Nicholas son of John de Brademere to John Blund. Grant (for 5s 6d) of $\frac{1}{2}$ ac. in Ledrede

parish at Widegate, next the half-acre which John holds of John Faber. To hold at rent of 1d at Michaelmas, for all service saving the King's pertaining to such a tenement of that fee. Warranty. *Witnesses*: [exactly the same as 91]. *Seal*: Crude cross: +SIGILL' NICHOLAI FILII IOHANNIS. Green wax. [c. 1240-50?] [MM 645.]

93 William Viel of Oxenecrofte to John de Chelebur'. Release (for $\frac{1}{2}$ mark) of $\frac{1}{2}$ virgate in Ledered' parish which I hold of John, with all dues owing me from the tenements which Henry Bercarius, Christine daughter of Richard Aunfrey, Humphrey son of John Carpentarius, Hugh Cissor and Richard le Lypere hold of that half-virgate in the vill of Ledered' on Hwetrofte. *Witnesses*: Randulf de Brok, John son of John de Maplderlye, John Ruffus of Punesherst, William Pinchun, Henry Monachus, Ralph de la Grave, Gilbert Pistor, Richard Faber, Peter Aunfrey, Walter the clerk, and others. *Seal*: Fish: . + . . NNI VITALI Green wax. [The seal is broken and wrapped in a small bag, to which is sewn a label in a late thirteenth-century hand reading "cave sigillum istius littere fractum est per medium".] [c. 1250-60?] [MM 643.]

94 Geoffrey le Fraunkeleyn of Estede to Richard Aubri of Estede. Grant (for 4s 6d) of 6d annual rent [described by late thirteenth-century endorsements as "in Letrede"] which Robert le Brok and Juliana his wife were accustomed to pay me. Warranty. *Witnesses*: John de Mapelderlye, Henry de Mapelderlye, William de Mapelderlye, Henry le Berchier, Roger de Tune of Micleham, William de Ponte of Micleham, John the clerk of Estede, Walter the clerk, and others. *Seal*: Running horse: [+] S' GALFRIDI [FR]ANKELEN. White wax. [c. 1260?] [MM 654.]

95 John son of Richard Aubrey of Efstede to God and the BVM and St John Baptist and the House of Merton's Scholars. Grant, in pure and perpetual alms, of 10d rent owing me from John Mercator for a messuage of the fee of Henry Pinchon built between a tenement of Richard Leygat and a tenement of Luke Cissor in the vill of Leddrede, and 6d rent owing me from Henry Pinchon for a shop (*shoppa*) adjoining the said messuage on the north side, Warranty. *Witnesses*: John de Apeldrele, Randulf de Brok, William Daberon, John de la Leghe, Maurice de la Grave, William le Cornmongere, and many others. *Seal*: Seven-petalled flower: +S' : IOH'IS FIL' R': AV[B]RY. White wax. [c. 1280.] [MM 655.]

96 William le Schephurde of Ledderede to Mr Richard de Worplesdone. Grant (for $\frac{1}{2}$ mark) of 9d rent owing me from Richard le Tannere of Ledderede for $5\frac{1}{2}$ ac. on Watcrofte in the field of Ledderede of the fee of the Scholars of Merton in Oxford. To hold of the chief lords of that fee for due service. Warranty. *Witnesses*: John de Ledderede, Walter le Hore, Thomas Faukes, Geoffrey Pinchun, John de Neuenham, Adam de Aperderlle, Adam Lepere, Nicholas de Poneshurst, Hugh le Cormongere, and others. *Seal*: Floral device: +S' WILL' BERCAR'. White wax. [1286-95.] [MM 916.]

97 William le Schephurde of Ledderede to Mr Richard de Worplesdone, Warden, and the Scholars and Brethren of the House of Merton's Scholars in Oxford. Release (for $\frac{1}{2}$ mark) of 9d rent owing me from Richard le Tannere of Ledderede for $5\frac{1}{2}$ ac. on Watcrofte in the field of Ledderede. *Witnesses*: John de Ledderede, Walter le Hore, John de Neuenham, Adam de Aperderlle, Geoffrey Pinchun, Thomas Faukes, Nicholas de Poneshurst, Hugh le Cormongere clerk, and others. *Seal*: from same matrix as 96. White wax. [1286-95.] [MM 635.]

98 Peter Dryw of Feham parish to Mr Richard le Werplesdone, Warden, and the Fellows and Scholars of the House of Merton's Scholars. Mortgage (for 40s) of 12d rent owing me at four terms in equal portions from Richard le Gos of Ledderede for his capital messuage which is built at the bridge in the vill of Ledderede. To hold freely until full satisfaction is made for the said money by me or my heirs, when the rent will revert to us. *Witnesses*: John de Ledderede, Walter le Hore, Nicholas de Poneshurst, John Payn, Thomas Faukes, Geoffrey Pinchun, Elias ad Crucem, and others. *Seal*: same device and legend as on 21,

though not from the same matrix. *White wax.* [1286–95.] [MM 638.]

99 Peter Dryu of Fecham to Mr Richard de Werplesdone, Warden, and the Scholars and Brethren of the House of Merton's Scholars. Grant (for 2 qr. wheat) of 12d rent owing me at four terms from Richard le Gos of Leddrede, merchant, for a tenement in the vill of Leddrede, with one suit which Richard has been used to make in my court every three weeks. To hold at rent of a peppercorn at Christmas for all service. Warranty. *Witnesses:* John de Leddrede, Nicholas de Puneshurst, Henry de Aperdelye, John Payn, Adam de Aperdelye, Thomas Faukes, Geoffrey Pynchon, Henry Marescallus, John de Aperdelye clerk, and others. Leddrede, Friday after St Thomas the Apostle 18 Edward I [23 December 1289]. *Seal: from same matrix as 21. Brown wax.* [MM 640].

100 John Rabal of Ledrede to John son of Adam de Aperdele. Grant of 1d rent owing from the Scholars of Mertonehalle, Oxford, for $\frac{1}{2}$ ac. in the common field of Ledrede at 1a Wydegate adjoining land of Henry le Fode on the W. To hold freely of the chief lord of that fee for due service. Warranty. *Witnesses:* John Randolff, John Payn, John de Wolvestone, Henry de Chinthurst, Gilbert le Hore, John Faukes, Thomas Heyward clerk, and others. Ledrede, Thursday on the feast of St Catherine 16 Edward II [25 November 1322]. *Seal: Small bird: legend illegible. Red wax.* [MM 636.]

101 John son of Adam de Aperdele to Mr John de Wanetynge, Warden, and the Scholars of the House of Scholars of Mertonehalle in Oxford. Release of 1d rent owing me, by grant of John Rabel of Ledrede, from the said Mr John and Scholars for $\frac{1}{2}$ ac. in the common field of Ledrede at 1a Widegate adjoining land late Henry le Fode's on the W. Ledrede, Saturday on the morrow of the translation of St Swithun 17 Edward II [16 July 1323]. *Seal: Shield charged with an apple-tree: +S' IOHIS DE APE[R]DELE. Dark-brown wax.* [MM 637.]

102 Agreement by indenture, sealed interchangeably, between the Warden and Scholars of the House of Merton's Scholars in Oxford on one part, and John Cradler of Lederede on the other. The Warden and Scholars have demised to John a plot of land in Lederede, between a tenement of Edmund Redstone on the S., land of William atte Lote on the N., land of Lederede rectory on the E. and land of the River Mole (*terra Emeline streme*) on the W. To hold for ninety-nine years from the feast of St Margaret 2 Henry V [20 July 1414], at rent of 12d at Michaelmas in the manor of Thorncroft and suit of court once yearly. John and his heirs shall not alienate the plot without consent of the Warden and Scholars. John shall build at his own expense an adequate house (*domus competiens*) on the plot within 1 $\frac{1}{2}$ years from the present date, and shall maintain it at his own expense in reasonable condition throughout the term. The Warden and Scholars may distrain on the plot and buildings on it for arrears, or if the tenement falls into disrepair. Warranty for the term. Oxford, 28 July 2 Henry V [1414]. *Seal: Fragmentary, apparently large and elaborate, showing one or more figures under a canopy. Red wax.* [MM 1914.]

NOTES

1. See *V.C.H. Surrey* ii, 94–102; A. Heales, *The records of Merton Priory* (London, 1898).
2. The following is a translation of the relevant section in a long list, British Library MS Cotton Cleop. C.vii f.103.
3. *V.C.H. Surrey* iii, 249–50; *Proceedings* I, 7 (1953), 18–19.
4. *V.C.H. Surrey* iii, 287.
5. See *Proceedings* III, 10 (1976), 325.
6. *Proceedings* III, 9 (1975), 296–7.
7. *Rekeneia* in the MS, but this is an obvious scribal error.
8. For Walter's acquisition of Thorncroft see *Fitznells Cartulary*, ed. C. A. F. Meekings and P. Shearman (Surrey Record Society xxvi, Guildford, 1968), lxxiii–lxxiv. For the Merton College archives and estate administration see P. D. A. Harvey, *A medieval Oxfordshire village* (Oxford, 1965).

SOME NOTES ON THE STYDOLFS

By S. R. C. POULTER

DURING the 16th and 17th centuries, members of the Stydolf family had estates in and around Leatherhead, particularly in Mickleham where they held the manor of Norbury for 170 years.¹

In addition, Stydolfs held land in other parts of the country, including London.² The name appears only three times in the list of Surrey Sheriffs³ and the Stydolfs appear generally to have played very minor roles in public affairs. At times, some of them had held posts under the Crown: not very propitious times, as it happened, in which to be associated with the Royal Household, since they relate to the periods of the latter part of the Wars of the Roses and of the Civil Wars. It is interesting, therefore, to discover something of how events affected the fortunes of the Stydolfs.

Wars of the Roses

In 1475, the manor of Colham near Uxbridge, together with other lands, was held by Richard, Duke of York, the King's son; Thomas Grey, son of Elizabeth Queen of England; Anthony Wydeville Earl Rivers; Robert, Bishop of Bath and Wells; Edward, Bishop of Carlisle; John, Bishop of Rochester; Richard Fenys, Lord Dacre; John Fogge, Knight; John Wode, clerk; Richard Haute, John Elryngton, John Hulcote, Nicholas Gaynesford, esquires and Thomas Stydolf.⁴

How did plain Thomas Stydolf come to be included with these other names? Amongst the more illustrious names, Richard Duke of York was later to suffer as one of the "princes in the Tower", Earl Rivers, brother of Queen Elizabeth Wydeville, was executed at Pontefract in 1483 and so also was Richard Haute, a cousin.

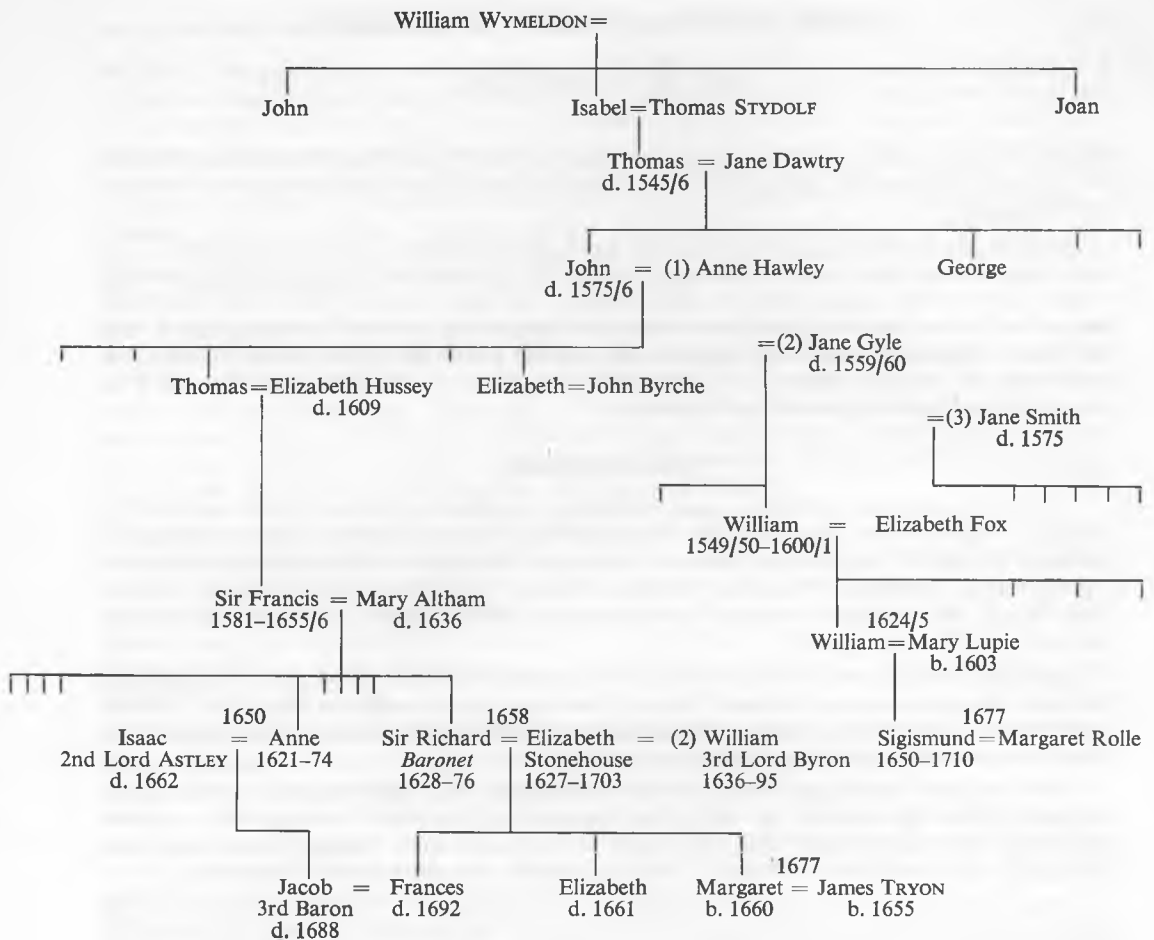
The Bishop of Bath and Wells, Robert Stillington, was later reputed to have given Richard III the information on which the claimed illegitimacy of Edward IV's children was based. He was arrested after the battle of Bosworth and, although later pardoned, ultimately died a prisoner at Windsor, after supporting Lambert Simnel's rebellion.

John Elryngton held a succession of posts at Court and, in 1475, was Treasurer to the army during the invasion of France and Treasurer of the Household.⁵ He was Sheriff of Surrey in 1479. Nicholas Gaynesford, a member of the family from the Crowhurst area, was Sheriff of Surrey on four occasions; he was an esquire of the body to Edward IV and married Margaret Sidney, one of the gentlewomen of the Queen.⁶

Thomas Stydolf also held a post in the household of the Queen from 1473-82 as Clerk of the Queen's Gold.⁷ In addition, he was, over the period 1467-80, a member of numerous Commissions, appointed for such diverse purposes as to enquire into the taking of certain wools, wool-fells and other goods and merchandise not customed out of the county of Sussex, or to survey the River Thames and hear and determine offences against the ordinances of Magna Carta.⁸

Stydolf's wife Isabel was nurse to the king's third daughter Cecily and was rewarded with an annual income of £10—including £6/13/4 from issues of the County of Devon and 5 marks from the fee farm of the town of Stafford—in 1481.⁹

In spite of the declining influence of members of the Queen's family and of her household,¹⁰ Stydolf himself appears to have avoided trouble. In fact, when Richard Haute, Thomas Grey, John Fogge and Nicholas Gaynesford were on 23rd January, 1484, convicted and attainted of high treason so that they forfeited all lands to the king (Richard III), it was stipulated that the Act should not be extended to cover those persons (including Thomas



Abrided pedigree of the Stydolf family, based mainly on Manning & Bray and Harl., Vol. 43, p. 42
 All dates and names associated with them are based on other sources listed.

Stydolf) not attainted who had held lands in the manors of Denton and Taplow in Kent, jointly with attainted persons.¹¹

The relationship, if any, of this Thomas and Isabel Stydolf to the Mickleham Stydolds is not clear. The first Thomas Stydolf to hold Norbury did so by virtue of having married Isabel Wymeldon, heiress to her brother John. John Wymeldon had succeeded his father in 1480 and died without issue in 1498;¹² these dates are not inconsistent with his brother-in-law having been active in public affairs from 1467 onwards.

What is not consistent, however, is the fact that the first Thomas Stydolf of Norbury is accepted by some sources as having lived until 1545.¹³ On the other hand, these sources also show him to have had grandsons John and George: and according to the will of the

Thomas Stydolf who died in 1545 *he* was the *father* of John and George.¹⁴ Certainly, John was born well before the 1534 indicated in the Stydolf pedigree by Manning and Bray. For early entries in the Mickleham Parish Registers¹⁵ record in 1549 the baptism of his son William and the marriage of John Byrche to Elizabeth Stydolf, a daughter of John, according to another pedigree.¹⁶

Thus there seems a fair probability that it was the same Thomas and Isabel Stydolf who served Queen Elizabeth Wydeville that inherited the manor of Norbury in 1498. Stydolf survived in the interim, perhaps, as a (not very successful) London merchant and Surrey landowner. For in 1496, Thomas Stydolf, gentleman of London had difficulties over a bond of £2000 for merchandise bought in staple of Westminster and under penalty of non-payment sold for £80 to Robert Hawkins, haberdasher of London, all his lands and freehold demesnes called Hervesheds in the parishes of Charlwode, Lee and Horley in Surrey.¹⁷

The Civil Wars

Writing on the History of Ashted,¹⁸ A. W. G. Lowther referred to land held by William Stydolf of Headley who was listed amongst those paying "compositions" for the return of their estates sequestered during the Civil War. Lowther noted that the sum of £1746 was "far in excess of other payments in the county with few exceptions" and concluded, subject to further research, that William Stydolf "purchased the estates of his royalist kinsman Sir Francis Stydolf or perhaps acted in collusion with him."

It was also noted that whereas Richard, the son of Sir Francis (who died 1655/6), was created a baronet at the Restoration, William appeared to fall into disfavour, no longer being accorded the title "esquire", or even "gent". "It is therefore perhaps fair to conjecture that he was a 'Roundhead' and that he fell from grace when Charles II came to the throne."

No direct evidence of Royalist support by Sir Francis or his son has been discovered and the former appears to have continued in possession of Norbury Park during the time of the Civil Wars and the Protectorate, although he may not have been in residence throughout. Mickleham Parish registers record the burials of his wife Mary in 1636 and of a son Thomas in 1652.¹⁵ John Evelyn referred in his diary to a visit on August 27th, 1655, to Sir Francis at Mickleham.

Socially, at least, the Mickleham Stydolds appear to have maintained links with active Royalist families. In 1650 Sir Francis's daughter Anne was married to Isaac, 2nd Lord Astley, the son of Sir Jacob Astley.¹⁹ The latter was a loyal leader in the King's cause who surrendered the last Royalist army at Stow-in-the-Wold in 1646.

Sir Francis's son Richard married Elizabeth, daughter of Sir George Stonehouse of Radley,²⁰ who was listed amongst those compounding for their estates.²¹ Their daughter married her cousin the 3rd (and last) Lord Astley.¹⁹

After Sir Richard's death in 1676, his widow married William the 3rd Lord Byron and nephew of yet another Royalist commander.²⁰

In spite of these Royalist associations, the estates of Sir Francis Stydolf do not appear to have been sequestered and he thus seems to have conducted his affairs with much better fortune than his cousin William of Headley whose estates were sequestered; even so Lowther had suspected that he might have been a Roundhead.

It is certainly true that the sum of £1746 was higher than was imposed on most Surrey landowners. In fact one list²¹ shows that apart from the Earl of Peterborough (£5105), the next highest was Sir Thomas Bludder of Flanchford, £1537. At the other end of the scale were William Flod, gentleman of Leatherhead, £26, William Howard of Bookham, £3/6/8, and Edward Evelyn of Long Ditton, £1/13/4.

The Committee for Compounding

William Stydolf is described by Manning & Bray as Esquire of the Body to Charles I and this perhaps helps to explain some of his later problems, for he was thus committed to a more obvious association with the King's cause than his cousin Sir Francis.

From documentary evidence it is possible to understand why in fact William was assessed for compositions apparently disproportionately high in comparison with other Surrey landowners and yet, in spite of his service with Charles I, he was not so highly regarded by Charles II as was Richard, created a baronet on 24th December, 1660.²²

Amongst the papers of the Committee for Compounding are several documents (some original, some copies) relating to the case of William Stydolf. From these it can be seen²³ that the annual value of the Manor of Headley was only £75 and that this constituted less than a tenth of the total value of Stydolf's estates. His lands in Surrey totalled £240, including £60 from the Manor of Paulsten Lacye, in the parish of Mickleham. (This being the true Polesden Lacey as distinct from High Polesden which was to become the Polesden Lacey of to-day.)²⁴

Land in Sussex brought in a further £48 but the bulk of William Stydolf's income, £520, came from Northamptonshire, from the manor of Wittering and land in Cole Ashby and Thurnby. This perhaps explains, at least in part, the apparently disproportionate compositions imposed on him as William Stydolf of Headley in Surrey.

The manor of Wittering, in the Soke of Peterborough, had come to the Stydolfs as a result of the marriage of William's grandfather John to Anne, the heiress of John Halley or Hawley: it remained with them until William's son Sigismund conveyed it to the Cecils.²⁵

In the early stages of the Civil Wars, William Stydolf had gone with the Court to Oxford as one of the Esquires of his Majesty's Body in Ordinary and amongst the other documents of the Committee for Compositions is his signed petition of 16th September, 1646, showing²⁶

"That your petitioner being a sworne servant to attend his Majesty according to his oath and duty and having no notice of the Ordinance or Order requiring his return, continued in the King's Quarters so long that it is now urged to bee a cause of delinquency for which and for no other cause his estate is sequestered, for the petitioner was never in Armes or assisted against ye Parliament.

"That in July 1645 hee returned to his house at Hedley in Surrey and in May last appeared before the Committee of Examination at Goldsmiths Hall and entered his name and since then hath taken the Covenant and Negative Oathe.

"The petitioner humbly prayeth you would bee pleased to take these premises into consideration and to admit him to a favourable composition for the discharge of his sequestration. And he shall pray ever."

Thus William Stydolf had returned to his home at Headley the month after the King's decisive defeat at Naseby; and so although his plea that he had not in fact borne arms for the King against Parliament was evidently not sufficient to save him from the subsequent compositions of £1746, it was probably enough to make him persona non grata when Charles II returned to the throne in 1660.

A further rather ironical point is that the battlefield of Naseby lay only some three miles from Cold Ashby and Thornby, where Stydolf held land, and it has been said that Cromwell slept at the manor house of Thornby on the eve of the battle.²⁷

NOTES

1. Manning & Bray, "The History and Antiquities of the County of Surrey" (EP Publishing, Reprint 1974), Vol. 2, pp. 650-2.
2. John Parton, "Some accounts of the Hospital and Parish of St Giles in the Fields" (1822).

576.

To the Hon^{ble} the Committee for Compositions
with Delinquents at Goldsmiths Hall.

The humble petition of William Stydolph one of the Esquires
of his Ma^{ties} Body in Ordmarces.

Sheweth

That yo^r pet being a sworn servant to attend his Ma^{ties} Person did in the beginning
of these troubles wait on his Ma^{ties} according to his oath duty and having no notice
of the Ordmarces or order requiring his returns continued in the Kings Quarters so
long that it is now urged to bee a cause of delinquency for w^{ch} and for no other cause
his estate is requested for the pet was never in chains or a prisoner any where.

That in July 1645 hee returned to his house at Medley in Surrey and in May last
appeared before the Com^{tee} of Ordmarces at Goldsmiths Hall & entered his name and
since then hath taken the Oath of Negatives & takes.

The pet humbly prayeth yo^r would bee pleased to take the same into
consideration and to admit him to a favourable composition for the discharge
of his requestion and hee shall pray for.

William Stydolph.

Rec^d 16th September 1646 Ref^d to the Sub Committee.

Petition of William Stydolf to the Committee for Compositions with Delinquents

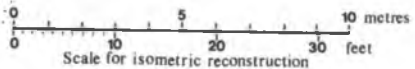
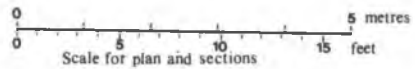
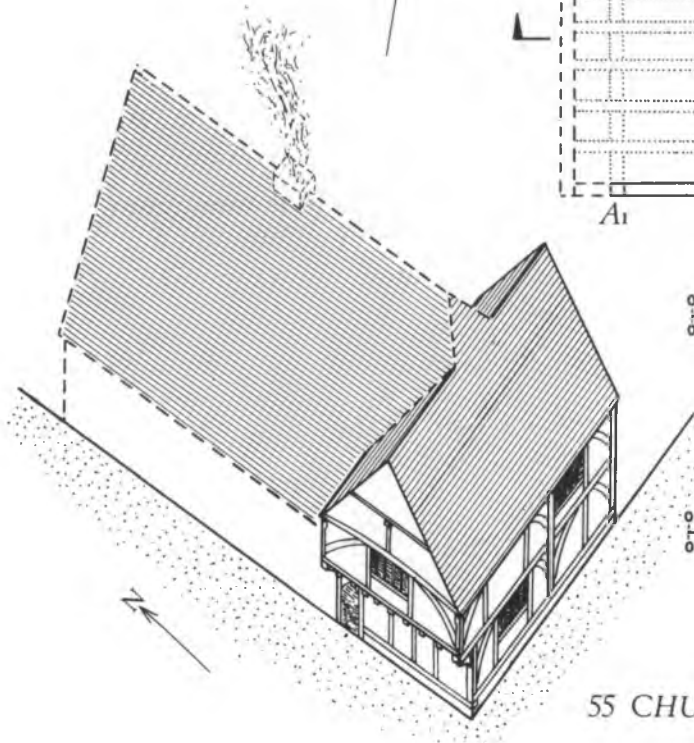
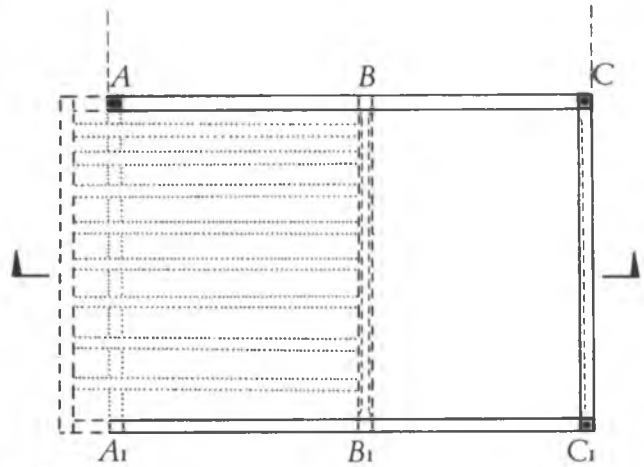
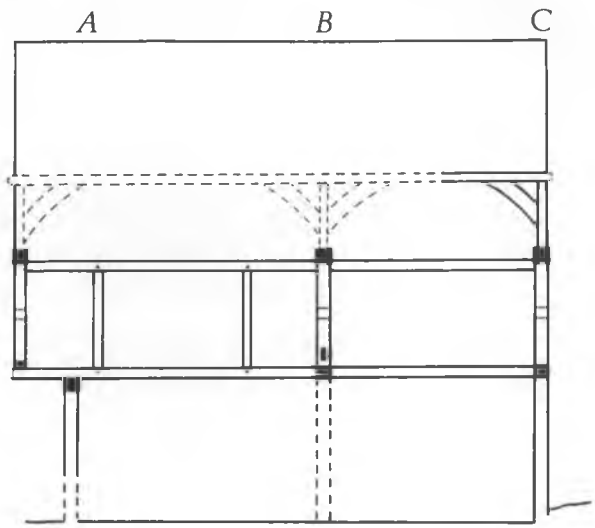
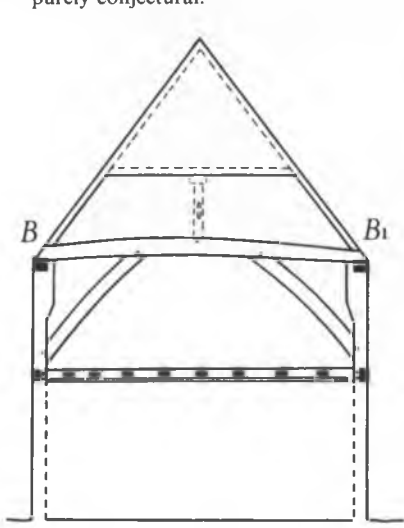
Reproduced with permission from Public Record Office SP/23/G.214 576

3. Manning & Bray, Vol. 1, p. xxx.
4. Cal. Close Rolls, 79: 1380.
5. A. Myers, "The Household of Edward IV" (1959).
6. Mill Stephenson, Sy A C, Vol. 26, pp. 26-31.
7. P.R.O. DL 28/27, 11 & 11A.
8. Cal. Pat. Rolls (1467-76, 1476-85).
9. Cal. Pat. Rolls (1476-85), p. 226.

By 1481 Princess Cecily was 12 years old and had already played a passive role in the Country's affairs, her marriage to the infant son of James III of Scotland having been pledged when she was five. When war between England and Scotland broke out and the Duke of Albany appeared likely to supplant his brother, James III, moves were made to pledge Cecily to him; but these were abandoned as Albany's schemes were abandoned and the war ended. (See E. P. Jacob, "The fifteenth century" (OUP.) Ultimately, when she was 20, Cecily was married to John, Viscount Welles and later to Thomas Kymbe (Burke, "Peerage and Baronetage", 1933).

10. The Queen's ambitions for her family were of course notorious: a contemporary visitor from Italy wrote in 1469 to the Duke of Milan ". . . the king here took to wife a widow of this island of quite low birth. Since her coronation she has always exerted herself to aggrandise her relations, to wit, her father, mother, brothers and sisters. She had five brothers and as many sisters and had brought things to such a pass that they had the entire government of this realm, to such an extent that the rest of the lords about the government were one, the Earl of Warwick, who has always been great and deservedly so." (Cal. State Papers, Milan (1385-1618), p. 131.)
11. Cal. Close Rolls, 80: 1370.
12. Manning & Bray, Vol. 2, pp. 651-2.
13. *Ibid.*, also Victoria County History of Surrey, Vol. 3, p. 305.
14. P.R.O., C142, 72/89.
15. Transcript, S.R.O. Castle Arch, 94/27.
16. Visitations of Surrey Publ. Harl. Soc. (1899), Vol. 43, p. 42.
17. Cal. Close Rolls, 81: 998.
18. A. W. G. Lowther, *Proceedings*, L. & D. L.H.Soc. (1955), Vol. 1, No. 9, p. 31.
19. G.E.C., Complete Peerage (1910), Vol. 1, p. 284.
20. J. L. Chester, London Marriage Licences 1521-1869.
21. "A catalogue of the Lords, Knights and Gentlemen that have compounded for their estates", printed for Thomas Dring, 1655 (Soc. Antiquaries Library).
22. G.E.C. Complete Baronetage (1903).
 In addition to the Surrey estates, Sir Francis Stydolf appears throughout to have retained the property at St Giles in the Fields in London farmed to his father, Thomas, in 1594. In 1671 Sir Richard was granted a licence to build houses in the area—now known as Seven Dials—and "Stidwell Street preserved for some time in garbled form the name of the owner of these lands" until the name was changed to New Compton Street. (See Parton, *ibid.*, also Survey of London, Vol. 15, ed. Gomme and Norman (L.C.C. 1914).
23. P.R.O. SP/23/G214 569.
24. J. H. Harvey, Sy.A.C. (1949), Vol. 50, pp. 161-4.
25. Victoria County History of Northamptonshire, Vol. 2, pp. 539-40.
26. P.R.O. SP/23/G214 576: Also includes a certificate by William Barton that William Stydolf had taken the Covenant on 1st Sept., 1646.
27. E.g. Juliet Smith, Northamptonshire (Faber & Faber, 1968).

55 Church Street, Leatherhead, showing the original timber-framed structure only. On the plan, extant overhead timbers are represented by broken lines, and overhead timbers now removed but deduced from mortices etc. by dotted lines. The hall range and the reconstructed wall-framing in the isometric drawing are purely conjectural.



55 CHURCH STREET, LEATHERHEAD

55 CHURCH STREET, LEATHERHEAD

By W. J. BLAIR

THIS is a small timber-framed building of two bays, now a garage, on the corner of Church Street and Church Road. The roof is of simple crownpost construction with straight gables at both ends, much rebuilt and inaccessible above a collar-level ceiling; only truss C retains its original plain crownpost, with a small curved brace to the stub-end of the collar purlin. The wall-framing is mostly concealed or missing; studs visible in the upper walls indicate the usual large open panels.

The western bay is now open from ground to roof; joist-mortices in the west face of the cross-girder on truss B-B1 prove, however, that it was originally floored, and the north-west corner of the building retains evidence for an end jetty towards Church Street. The corner post A supports the cut-off end of a frontage bressumer which itself bears the oversailing first-floor rail of the north wall. The frontage has subsequently been built out to the line of the jetty.

The eastern bay (B-C) has a late floor, and it cannot be established for certain whether it was floored originally. The east face of girder B-B1 is concealed, making it impossible to establish whether this too bears joist-mortices, but there are certainly none in the exposed section of the corresponding girder on the end truss C-C1.¹ This is not, however, conclusive evidence against a floor, for joists were sometimes tenoned to a central girder only and lodged at their outer ends. Furthermore, the central truss (B-B1) has arch-braces to the tiebeam and was clearly open at first-floor level, infilled at a later stage with rough timber studding. Unless, therefore, this building was of the very rare type comprising an open hall and a storied bay without a closed partition between them,² the central truss must have spanned one large first-floor room.

In Surrey the crownpost roof is a reliable indicator of medieval date, and the building is probably fifteenth or early sixteenth century. At this date and social level a small house of two storeys throughout is unlikely; 55 Church Street is better interpreted as the solar crosswing of a hall range now demolished.³ In scale and proportion it is closely comparable to the crosswings of two other medieval houses in the town, "Cradlers" in the High Street and the "Running Horse" in Bridge Street,⁴ each of which has a two-bay solar spanned by an open truss and jettied over the street. In the present case, it is clear from the corner site of the surviving portion that the hall range, if it existed, must have extended northwards up Church Street and not southwards across the mouth of Church Road.

If this interpretation is correct, three out of the four medieval houses hitherto identified in Leatherhead⁵ comprised an open hall on the street axis with a solar crosswing at the right-hand end as viewed from the street, probably a standard house-type which is echoed also in one "sub-medieval" house, 66 Church Street.⁶ These buildings, more lavish than those of surrounding villages, reflect the greater wealth of the farming and trading community in late medieval Leatherhead.

I am very grateful to Mrs P. M. Ward, the owner of the building, for allowing me to survey it.

NOTES

1. Only the northernmost third of the west face of this beam is exposed, above the stairs. The absence of joist-mortices here could therefore also be explained on the hypothesis that this was an original stair-hole position.
2. As with Brook Willow Farm Cottage, Randalls Road, Leatherhead (publication forthcoming, *Antiquaries Journal*).

3. The 1782/3 plan of the town shows the existing structure already standing on its own; the tenement-plot as shown there is large enough to accommodate the suggested hall range.
4. W. J. Blair, "'Cradlers' (33/5 High Street), Leatherhead", *Proceedings III*, 9 (1975), 298–312; W. J. Blair, "The Running Horse, Bridge Street, Leatherhead", *Proceedings III*, 10 (1976), 347–50.
5. The exception is Sweech House, Gravel Hill.
6. The framing of this house, perhaps late sixteenth-century, was revealed during recent plaster-stripping; investigations are in progress.

A RECENT ACCESSION OF ASHTEAD MANORIAL DOCUMENTS

By R. A. LEVER

AN EXTENSIVE collection of documents concerned with Ashtead manor was located by Mr David Cotton, the grandson of the late Mr A. R. Cotton, a former lord of the manor. These papers were handed over in November 1977 to Lord Barnby, C.M.G., C.V.O., C.B.E., the present lord of the manor, who kindly allowed the present writer to examine them. They mostly date from late Stuart to mid-Victorian times with admissions and surrenders of the Court Baron as the most numerous items. This unexpected accession is naturally of considerable interest to local historians: it is tantalizing that their discovery came just one month after publication of the local parish history, *Ashtead—a Village Transformed*.

In order to show the scope of the material, the following chronological list has been compiled:—

- 1619 Indenture re certain coppices between Christopher D'Arcy, Sir Thomas Penruddock and Sir Henry Spiller. Annual rent, £25 16s.
- 1638 Lease of Ashtead manor by Richard Newdegate to Lord Maltravers. The term was for 98 years and the acreage 760 acres. Rent £200.
- 1661 Lease of the manor by Henry Howard to Samuel Blackwell who was to repair the manor house. An inventory of the fields is given.
- 1661 Grant of advowson by Sir William Playters to Robert Downes, a merchant and brother of the rector, Elkanah Downes.
- 1663 Lease of the manor by Henry Howard to Henry Onslow and Walter Burrell. The consideration in this case was £950.
- 1665 Lease of the manor by Samuel Blackwell to Ralph Newnam and by the latter to Thomas Howard, Duke of Norfolk. The name was originally spelt as "Newman" but altered to correspond with his signature.
- 1680 Conveyance of the manor by Henry, Duke of Norfolk to Sir Robert Howard. A finely preserved parchment with clear signatures.
- 1680 Payment of the sum of £3,800 by Sir Robert Howard to the Duke.
- 1681–1691 Admissions and surrenders of messuages at the Court Baron.
- 1683 Bargain and sale of the manor by Sir Robert Howard to Andrew Newport, Gent. of the Inner Temple. The new manor house is here seen to have been completed by August 1683.
- 1683 Marriage settlement on Thomas Howard, son of Sir Robert; the bride was Diana Newport who later married William Feilding.
- 1691 Rent rolls of freehold and copyhold tenants numbering respectively 13 and 45. The annual rents of the latter were £15 15s. 6d.
- 1701, 1711 Admissions, surrenders and presentments of Court Baron.
- 1705 Release by John Rouse and William Pepper to William Barkas, Epsom, of Blake's Close, Ashtead [near Pleasure Pit] for £730.
- 1707 Rent rolls of freehold and copyhold tenants, respectively for £1 4s. 9d. and £15 17s. 3d. Items have four crosses marking quarterly payments.
- 1715 Bond between Robert Waterer and John Hodges for £53 8s. 6d.
- 1726 As above but for the sum of £87.
- 1726 Release between Samuel Cornock and Edward Haines re Penders, Knights field and other fields. The annual rent was £8 10s.

- 1726 Will of Samuel Cornock in favour of his sister, Mary Pollett.
 1726–89 Admissions, surrenders and presentments at Court Baron.
 1691–1785 Schedule of above admissions: 21 sheets.
 1732–49 Customs of the manor, with names of the twelve members of the homage.
 1753 Release by Mary and John King to Erwin King of 43 acres. Erwin was a butcher of Ingatestone, Essex, but an Ashtead tenant.
 1777 Manuscript of will of the Earl of Suffolk and Berkshire who died in 1779. The manor finally passed to his uncle Thomas.
 1783 Lease and release of the manor by Lady Andover to Frances Howard, prior to her marriage to Richard Bagot.
 1786–1866 Index to the court rolls: 12 pages in paper covers.
 1789 Act (printed) vesting trustees with the sale of the manor to Richard Howard for £9,967 11s. 8d. (see article on p. 110).
 1795 Mortgaging of the manor by Richard Howard to John Levett for £5,000.
 1797–98 Three further mortgages as above, also for total of £5,000.
 1802 Redemption of above mortgages to Thomas, son of John Levett.
 1818/19 Map of Ashtead (9 chains to one inch) re will of Richard Howard.
 1838–39 Manorial copy of Enclosure Award with plan of part of west Ashtead. Other copies are in PRO and SRO.
 1823–74 }
 1880–90 } Admissions, surrenders and presentments of Court Baron.
 1885–90 Papers re lawsuit: Thomas Lucas v. the commoners. One document of 25 pages provides details for the former's case.
 1889–90 Revival of court baron and appointment of a steward, Dr E. Freshfield.
 1924 Final meeting of court baron under Mrs Arghiro Ralli.

In addition, the following documents from Lord Barnby's solicitors' office have also been seen:—

- 1691–1785 Ashtead court rolls (one volume).
 1866–1924 Ashtead court rolls (one volume).
 1878–90 Manor of Ashtead minute book.

It was originally proposed to give details of a selected number of the above documents but it soon became apparent that the personal inclinations of the chooser inevitably determined the type of document selected. Accordingly, brief notes have been made of only six manuscripts which are of undoubted importance or interest to the local historian.

The two documents for 1680 deal with the purchase of "the manor of Ashtead, alias Great Ashtead, various messuages, meadows and pastures, the advowson and churches (*sic*) of Ashtead". Sir Robert Howard, the buyer, is described as then resident in the City of Westminster and the seller is the Duke of Norfolk, Earl Marshall of England. Although the sum mentioned in the first document of 13 October is only five shillings, plus one peppercorn as the annual rent, the second indenture, of 14 October, records "the full sum of £3,800 lawful money" without any mention of Ashtead. By this time the condition of the old manor house must have been unsatisfactory as, despite the extensive repairs carried out in 1661 (*Proc. L'd & Dist. Loc. Hist. Soc.* 4 (2): 52–53, 1978), Sir Robert soon set about building a new manor house which was finished by 1683.

The marriage settlement drawn up on 25 August 1683 was concerned with Thomas Howard, son of Sir Robert, and Diana Newport, daughter of Viscount Newport, later Earl of Bradford. After making provision for no less than ten sons (lawfully begotten) each in turn to be the heir, consideration was given to daughters; an only one to inherit £5,000 while two or more were to share £8,000. As was customary in marriage settlements,



Collection of F. B. Bengier

COL. WILLIAM HOLME SUMNER

Pen and water-colour drawing by Richard Deighton

Col. Sumner, of Hatchlands Park, East Clandon, and of Leatherhead, was son-in-law of John Barnard Hankey of Fetcham Park, who as Master of the Surrey Union Foxhounds moved the kennels to Fetcham (hence Kennel Lane). Sumner and G. Barnard Hankey succeeded as joint Masters from 1841 to 1858. Sumner was in 1850 Lieut.-Colonel in command of the Surrey Militia.

(See Brayley, *History of Surrey*, 1850, Vol. II, p. 50; *Victoria County History of Surrey*, Vol. II, p. 487; and *Surrey Union Hunt. Official Handbook*, pp. 5 and 13.) The *Hunt Handbook* refers to him as *Hume* Sumner, and the *Victoria County History* states that he succeeded G. Barnard Hankey as Master from 1858 to 1866.

the estate was temporarily settled on the bridegroom's father-in-law, Lord Newport, this being done in case the marriage did not take place. The consideration for this was £5,500. The bride signed as "Di Newport"—this abbreviated Christian name was the form she always adopted.

The customs of the manor are of prime importance and in the years 1732 and 1733 their various terms were set out in several documents. However, prior to this, in November 1622, an action between the lord of the manor, the Earl of Arundel, and certain Ashtead tenants resulted in the Attorney General settling the differences raised. These showed that copyholders had estates of inheritance subject to a "fine" of two years; such fines were arbitrable; heriots should be paid on copyholds with or without messuages and copyholders might take timber for house repair. Over a century later, in April 1733, further particulars were cited by sworn members of the homage who testified additionally that customary tenants could cut from Newtine [Newton] Wood sprindley withs [=hazel wands for thatch], and staves; could pasture their sheep down to Stagleys Corner, from the highway between Ashtead and Leatherhead and all over the common fields—these varying with the time of the year. Further, no person can depasture cows or cattle on the marebanks [=boundaries] or under hedges; "no Hoggs to go in the Waste [Ashtead Woods] unless rung"; sheep not to be folded off the Common nor geese kept there. Fines for infringing these rules varied from six pence to ten shillings. At the court baron of 13 June 1748 it is noted that no person shall cut, sell or carry any fern [bracken] under a penalty of ten shillings. In the same presentment and again in one of 10 July 1749, reference is made to Bebelots (or Babletts) Corner in association with depasturing sheep near Stagleys. This corner has yet to be precisely located.

The importance attached to these manorial customs was proved between the years 1885 to 1886 when the commoners, fearing that their privileges were being threatened, came near to a lawsuit with the lord of the manor, Mr. Lucas; the matter was settled without having to go to court. Messuages held by copyhold descended by Borough English, i.e. from the father to the youngest son.

The next document is a hitherto unknown map, undated, indicating the fields, buildings and roads of Ashtead at a scale of 9 chains to one inch. The field numbers correspond with those adopted on the tithe map of 1839; there was presumably a schedule of field names but this, as is also the case with the survey by Wyburd of 1802, has not been seen. The boundaries of the fields are marked but not the strips of the common fields. Within the sixteen years since Wyburd's map the extensive gardens south of Duke's Hall in Ashtead Woods are seen to have disappeared. At this time the Howard estates extended south as far as Headley and the cartographer has entered "BELCHWORTH" [Betchworth] as the most southern locality. Roads are shown in brown, buildings in red; the map is mounted on linen. The title of the map refers to the late Richard Howard who died in November 1818 and this serves to date its preparation in connection with his will, presumably early in 1819.

Over a century elapses before the final document is reached which comprises the brief minutes of the last court baron held on 26 June 1924 by Mrs Arghiro Ralli, widow of Pantia Ralli. A steward had first to be nominated, two parishioners appointed as the homage but lack of any business to transact entailed the minutes repeating the customs of the manor dealing with grazing and turf cutting. It will be noticed that this last activity, known as turbary, was not mentioned among the customs of the manor in 1733. It is clear that this meeting had been arranged in memory of Pantia Ralli who had revived the court in 1890 after taking over the lordship from Sir Thomas Lucas, Bart. Times had changed and court barons were now a thing of the past and already had no legal enforcement.

The largest category of this accession, the minutes of admissions, surrenders and presentments, total about 250 papers notes on which have been compiled by the writer and his friend Geoffrey Gollin covering the years 1726–89; data from 1790 to 1822 are missing. The

lady of the manor for the first five years was Lady Diana Feilding, the widow of Thomas Howard, thereafter the lord was Henry Bowes Howard, who became the fourth Earl of Berkshire, and after his death in 1757 he was succeeded by his grandson Henry, the fifth Earl. The actual court work was carried out by the steward, firstly by Thomas Steele and from 1730 by George Ballard who was in office for a further thirty years. Among members of the homage we have the names of John Chitty, Richard Gale, John Otway, Richard Symes, Edward Shove (father and son), Adam Mountford and Thomas Willoughby, most of the surnames entered with spelling of great inconsistency. The various changes of such messuages as Penders, Owtons, Jack Adam's Meadow, Knight's Field, Mitchells and Stagleys afford detailed particulars of occupation and ownership throughout the reign of George II. Most items are on watermarked paper but a few are on parchment.

It is hoped that the importance of this whole collection has been brought out in the above account which clearly shows how much local historians are indebted to Lord Barnby and Mr. Cotton for allowing inspection of these manorial documents spanning more than two hundred and fifty years of Ashtead's history.

THE OWNERSHIP OF ASHTEAD MANOR

By G. J. GOLLIN and R. A. LEVER

MOST Surrey historians use Manning and Bray, 1809, and E. W. Brayley, 1850, as foundations. Some uncertainty attaches to the fact that in the annual tax schedules for the years until 1782 the owner is given as Rt. Hon. Earl of Suffolk, in 1783 and 1784 the Park etc. are listed under "late Earl of Suffolk" while in 1785 the owner is named as Sir Michael le Fleming Bart and in 1786 and thereafter as Richard Howard Esq.

Manning & Bray Vol. II page 630 states "He (Thomas Howard) was born 11th June 1711 (*sic*) was bred to the Bar and lived here. In 1779 his nephew Henry Earl of Suffolk and Berks dying without issue, he succeeded to these titles. He married Elizabeth daughter of William Kingscote Esq. of Kingscote in County of Gloucester, by whom he had issue only one child Diana, who afterwards married Sir Michael Fleming of Rydal in Westmoreland. On the death of this Earl, his daughter Lady Diana Fleming took possession of Ashtead; but her father having only estate for life, with remainder to male issue only, and he having no son, the reversion in fee belonged to his nephew Earl Henry, and he by his Will devised that reversion to his mother the Lady Viscountess Andover for life, remainder to his sister in fee. This lady married Richard Bagot Esq. who took the name of Howard, has built a very elegant house in the park, is now (1809) the owner."

Brayley, Vol. IV, p. 145, states "She (Lady Diana Fielding) settled the manor of Ashtead on Henry Howard, Earl of Suffolk & Berkshire for Life, with remainder to his 5th son Thomas Howard and his issue male. The latter, a barrister, came into possession of the estate on the death of his father in 1757 and resided there. On the death of his nephew Henry, the then Earl of Suffolk and Berks, in 1779 and of his posthumous son in the same year, he also succeeded to the family honours. By his wife, Elizabeth, daughter of William Kingscote Esq., he had an only daughter and heiress Diana who married Sir Michael Fleming, Bart., of Rydal in Westmorland, and after her father's death in the following year she took possession of Ashtead. But as the reversion expectant had been devised by the preceding Earl to his mother, Viscountess Andover for her life with remainder to his sister Frances in fee, she was not able to maintain her claim, and this property eventually evolved upon the latter. She married in 1783 Richard Bagot, Esq. (4th brother of the 1st Lord Bagot) who assumed the name of Howard, by sign manual, and held Ashtead by right of his wife."

It is not surprising that J. E. Smith, 1902, A. W. G. Lowther, 1957/60, and the authors of *Ashtead—a Village Transformed*, should have trusted these authorities and have omitted certain vital facts which throw a completely different light on the Le Fleming ownership of the Ashtead Manor. These facts are clearly set out in the Act of Parliament "for the vesting of the Manor of Ashted, otherwise Great Ashted" passed in 1789 at the request of Sir Michael and Lady Diana Fleming and their infant daughter Ann Frederica Elizabeth le Fleming together with Richard Howard and Frances his wife.

THE OWNERSHIP OF ASHTEAD MANOR

The Act of 1789 states categorically that:—

1. On or about June 27th, 1782, Earl Thomas Howard of Ashtead wrote to Viscountess Andover, the then possessor of Ashtead Manor and purchased the Manor from her (and her daughter Frances) for £12,000 but did not pay the money.
2. In 16th May, 1732, Thomas Howard obtained the lease of an estate in Lincolnshire, which lease ceased at his death.

3. On 16th/17th November, 1782, Earl Thomas was party in a Marriage Settlement shortly before his daughter Diana's marriage with Sir Michael le Fleming. Parties to the Settlement were Earl Thomas Howard, his daughter Diana, Sir Michael le Fleming and two Trustees Sir James Lowther (later Earl of Lonsdale) and Mr. Fairmedow Penyston of Cornwell, Oxon.

In this Settlement Earl Thomas Howard promised to try to get renewal of his Lincolnshire Lease or in default produce £6,000.

He promised to try to get possession of Ashtead Manor.

He promised to pay the trustees £4,000 which were to apply to paying off debts amounting to £8,000 on Sir Michael's estates which produced £1,738 p.a. Sir Michael promised to give his bride £600 p.a.

Sir Michael and Lady Diana duly married and her father Earl Thomas died soon after on Feb. 23rd, 1783.

At the time of his death, he had not been able to renew his lease in Lincolnshire nor to complete the purchase of Ashtead.

His estate was quite incapable of meeting the conditions of the Marriage Settlement. Earl Thomas died intestate.

However, the Courts agreed that Sir Michael and Lady Diana Fleming were the rightful owners of Ashtead Manor.

4. In August 1783, the surviving Trustees to the Marriage Settlement brought an action against the Flemings and the Howards demanding the fulfilment of the terms of the Settlement.

The Courts decided that the Howards should transfer the Manor of Ashted to the Flemings, who should pay £12,000 plus interest from June 1782. The Estate of Earl Thomas was to pay the Trustees £6,000 in lieu of the Lincoln estate.

The estate left by Earl Thomas Howard was incapable of meeting these and other charges.

The ACT was passed by the Lords and Parliament in 1789 to enable the terms of the Marriage Settlement to be set aside and to permit Richard Howard to buy the Ashtead Manor for £24,000 out of which sum the Howard family would be paid £12,000 plus interest for the Manor and the balance to go to the Fleming estate to pay the £6,000 for the Lincoln estate.

Thus by the Act of 1789, the Howard family bought back the Ashtead Manor which had been sold to Earl Thomas and the Flemings by Viscountess Andover in June 1782.

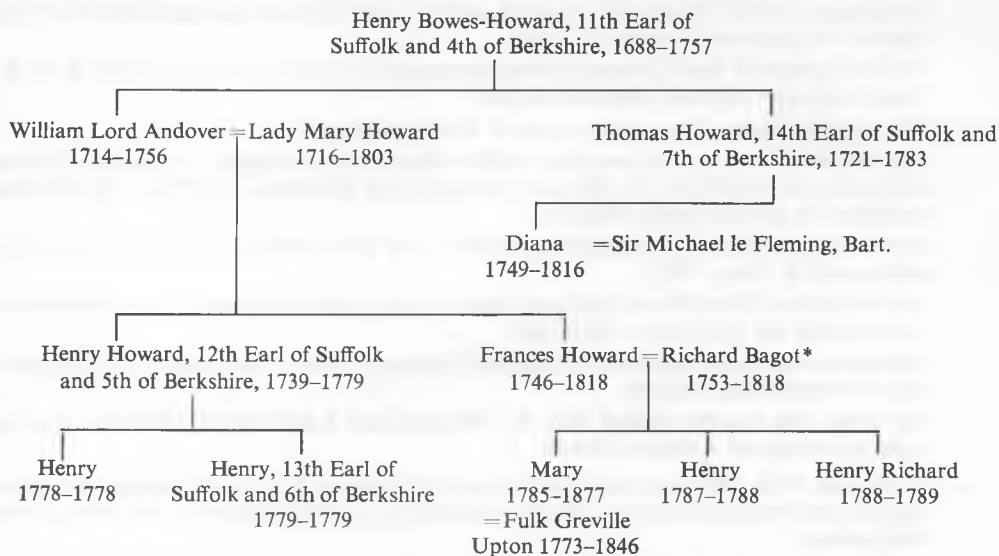
A fact of great importance, not mentioned by Manning & Bray or Brayley, is the manner in which the Manor of Ashtead came to Thomas, Earl of Suffolk. On 18th, 19th October, 1727, were signed certain Indentures of Lease and Release between four parts:—

1. Rt. Hon. Lady Diana Fielding, widow
Rt. Hon. Edward, Lord Dudley and Ward, Baron of Birmingham, her grandson.
2. John Skinner Esq.
3. Rt. Hon. Henry Bowes Howard, Earl of Berkshire
Thomas Howard—one of his younger sons.
4. Robert Steele, gentleman.

and of a common Recovery suffered in pursuance thereof.

By these agreements, after the death of his father in 1757, his four elder brothers having died, the estate passed to the 5th son, Thomas, for Life with remainder to his First and every other son in Tail Male; the Reversion whereof in Fee was then vested in the Viscountess Andover and her daughter Frances Howard, under the will of Henry, 12th Earl Suffolk, 5th Earl Berkshire, who died 1779.

SKELETON PEDIGREE OF THE ASHTEAD HOWARDS, 1688-1877



*The date of birth corrected from Paget's 1733



THE SHEEP WALK

ASHTEAD

(TQ 200 568)

This large field, bounded to the north by Shepherd's Walk and to the east by the Headley road, may be identified by reference to John Lawrence's survey of 1638 as the ancient sheep walk of the manor. There can be little doubt that it was here, on a summer outing on Sunday, 14th July, 1667, that Samuel Pepys with his wife and his cousin Mrs Turner found a shepherd watching his flock whilst his small son sat by him reading from the Bible. (See *Proceedings*, Vol. II, No. 1, pp. 33/34.)

Photograph by Mr R. A. Lever.

LEATHERHEAD & DISTRICT LOCAL HISTORY SOCIETY

ANNUAL ACCOUNTS

	<i>Previous Year 1978</i>	<i>Year under report 1979</i>
INCOME		
Subscriptions	746.75	604.25
Donations to the Society	53.72	95.75
Grant from Mole Valley District Council	50.00	50.00
Collections on behalf of Society	16.50	25.20
Profit on Refreshments	2.92	3.58
Donations, etc., to Museum Fund	492.16	256.02
Sales of Ashted History Book	1 027.88	612.53
Sales of other Literature	103.09	180.09
Profit from Visits	40.40	47.40
Lecture Fee donated by Member	5.00	3.00
Interest on Lloyds Bank Deposit A/c	35.26	243.26
Two special loans of £1000 each	Nil	2 000.00
	<u>£2 573.68</u>	<u>£4 121.08</u>
EXPENDITURE		
Printing	1 359.07	847.79
Expenses of Administration	97.31	202.20
Insurance Premiums for Museum	40.50	47.13
General Disbursements	63.13	345.96
Transferred to Museum Fund	426.91	250.00
Hire of Hall for Lectures	18.75	10.50
Subscriptions:		
Surrey Record Society	5.00	5.00
Surrey Archaeological Society	5.00	7.50
Surrey Local History Council	2.00	2.00
	<u>£2 017.67</u>	<u>£1 718.08</u>
Excess of Income over Expenditure (of which £700 was transferred to our Deposit A/c in June and £1732 transferred back from Deposit A/c to Current A/c in December towards the cost of printing <i>Proceedings</i> and reprint of <i>Ashted History</i>)	556.01	2 403.00
<hr/>		
Bank Balance brought forward at beginning of year	794.92	1 350.93
Income for year	2 573.68	4 121.08
	<u>£3 368.60</u>	<u>£5 472.01</u>
Expenditure for year	2 017.67	1 718.08
Balance at Bank at end of year carried forward:		
Lloyds Bank—Current A/c	344.46	1 536.20
Lloyds Bank—Deposit A/c	1 006.47	2 217.73
	<u>£3 368.60</u>	<u>£5 472.01</u>
The £1536.20 carried forward in Current A/c comprises:		
Paid in December for reprint of <i>Ashted History</i> but not cleared before 31.12.79		1 332.00
Money held on behalf of Museum	91.34	26.09
Money held owing for production Occ. Paper No. 2	36.77	4.50
Net balance of Society Funds	216.35	173.61
	<u>£344.46</u>	<u>£1 536.20</u>

H. J. MEARS,
Honorary Treasurer.

I certify that the above Statement is in accordance with the Books and Records produced to me and is, in my opinion, correct.

A. H. KIRKBY,
Honorary Auditor.

15th February 1980.



ARMORIAL BEARINGS of REV. JAMES DALLAWAY

Vicar of Leatherhead 1804–1834

Though not listed in Burke's *General Armory*, it may be assumed that Dallaway was properly entitled to use these arms, since as Secretary to the Earl Marshal he would be well aware of correct heraldic usage, and indeed he had contributed an Introduction in 1792 to *A Collection of Coats of Arms borne by the Nobility and Gentry of Gloucester*.

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