

Summary - Bishops Lease

B.1

This summary gives the history of “two customary or copyhold pieces or parcels of land called ***Bishops Lease***, otherwise Bishops Lees, lying upon the ***East Hill*** in the parish of ***Shoreham*** containing by estimation 30 acres, more or less, at the yearly rent of 6s 8d and other services”.

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Between 1759 and 1780 Bishops Lease was mentioned in the Manor Court records a number of times. The next time was in 1812 when **Alexander Murray (#62)** was “admitted tenant” of this land. In his will of 1829 Murray left land called **Little Porters Farm** on **Shoreham Hill** to his **daughter, Jane Murray (#60)** and details of the changing ownership of this land are included here.

There is also a document of 1832 allowing **James Wallis (#240)** of **Cowden** to enclose a small area “near to the front of the dwelling house on the farm called **Little Boakes Lee** on the **East Hill**”.

Also surviving is a document entitled:

Abstract of Title of **George Daysh Bartholomew**, Esquire, to a copyhold Estate upon **East Hill, Shoreham** in the county of Kent, held of the **Manor of Otford** which seems to have been written in 1842, possibly at any time between May 1839 and May 1842.; this is referenced as **AbstractDGB**. For most documents, this Abstract repeats the details given in earlier documents; only those details not given in other surviving documents are included here.

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Court Barons of 1759

28th May Regarding John Bird

1759

Court Baron regarding **John Bird (#40)**

28th May

William Hartrup (#56), who lately held to him and his heirs of the Lord of this Manor by Copy of Court Roll . . . the land called by the name of **Bishops Lease** lying upon the **East Hill** . since the last Court, died seized thereof and that he, by his last will . . . devised the said two pieces . . . and premises with the appurtenances unto his cousin **John Bird (#40)** and to his heirs to be holden of the Lords . . . and that . . . John Bird, being present there in Court . . . desired to be admitted tenant to the said two pieces or parcels . . . to whom the Lords, by their said Steward, hath granted . . . seizin thereof . . . To have and to hold the said two pieces or parcels . . . unto . . . John Bird, . . . for ever of the

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Lords by Copy of Court Roll at the will of the Lords . . . by the rents, customs and services therefore first due and of right accustomed and so . . . John Bird is admitted tenant thereof . . . and gives the Lords a fine for such his admission 6s/8d.

1759: (6-21)

. . . ***John Bird (#40)*** in the said Court Remaining did immediately afterwards at the same Court surrender and yield up into the hands of the Lords . . . all and singular the said two pieces or parcels . . . to the use and behoof of such person or persons, and for such . . . use or uses, ends, intents and purposes as he shall in and by his last will and testament to be by him duly executed, give, devise, . . . the same or any part thereof. 1759: (22-28)

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. . . at the same time Court, licence was granted to . . . **John Bird** to demise his two pieces or parcels of . . . land . . . from time to time for any term or number of years not exceeding 11 years in possession so as the rents, customs and services due to the Lords . . . be well and sufficiently rendered and paid otherwise this licence to be void.

1759: (29-32)

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1st June - Surrender of Bishops Lease to James Taylor

1759

1st June

at a special Court Baron holden for the said manor, Friday 28th August 1761, the Homage of that Court did . . . present that on 1st June 1759 **John Bird (#40)**, one of the customary or copyhold tenants of this Manor, . . . did surrender into the hands of the Lords of the Manor . . . the land called the **Bishops Lease**, . . . and all his estate and interest therein . . . and yearly rent of 6s/8d and other services . . . to the use of **James Taylor (#57)** of **Kingsdown**, yeoman, . . . subject to a condition for making void the same on payment by . . . John Bird, . . . unto . . . James Taylor, . . . of £75 at the rate of £4 10s for the hundred by the year on 2nd September then next ensuing, that the said surrender should be void.

1761-1 (7-21)

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to the use of **James Taylor** (#57) of **Kingsdown**, yeoman, . . . subject to a condition for making void the same on payment by . . . John Bird, . . . unto . . . James Taylor, . . . of £75 and interest on 2nd September then next ensuing. And at that Court the Homage did further present . . . that the £75 had not been paid . . . But that then at that Court, the said was paid unto . . . **James Taylor** (#57) in discharge thereof by **John Kipps** (#54) of **Kemsing**, Maltster. And that he also then advanced and paid the further sum of £125 unto . . . John Bird.

And that thereupon . . . James Taylor and John Bird, being both then present in Court, surrendered the same premises which was then, and had been for sometime, part divided into four or more pieces or parcels, into the hands of the then Lords of the said Manor . . . freed and discharged from the proviso or condition before mentioned.

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To hold the same copyhold or customary premises to the use and behoof of the said John Kipps, . . . subject nevertheless to a condition that, if the said John Bird, . . . should pay unto the said John Kipps, . . . £205 on 1st March then next ensuing the said surrender to be void. 1770 (5-18)

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B.10

1st August 1759 reported in 1766

1759

1st August The Homage of that Court¹ did then and there present that on 1st August 1759 **John Bird (#40)**, one of the customary tenants of the said Manor, did surrender into the Hands of the Lord of the said Manor . . . land called the **Bishops Leese**, . . . holden of the said Manor by copy of Court Roll at the Will of the Lord and yearly rent of 6s/8d. To hold the same copyhold parcels to the use of **James Taylor (#57)** of **Kingsdown**, yeoman, his heirs and assigns, forever. Subject to a condition for making void the said surrender on payment, by the said John Bird, . . . unto . . . James Taylor, . . . of £75 and interest on the 2nd September then next ensuing. **1766-2 (6-12)**

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held on 28th August 1761, reported at the Manor Court held on 24th May 1766

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Court Barons of 1761

1761 **Manor of Otford; Bird & Taylor to John Kipps**
20th August the Homage present that the said £75² was not paid . . . and that it .
. . . is now paid unto . . . **James Taylor (#57)** in full discharge thereof
by **John Kipps (#54)** of *Kemsing* . . . maltster, together with £125
more by . . . John Kipps unto . . . John Bird. **1761: (21-24)**

James Taylor and **John Bird (#40)**, being both present here in Court, surrendered the same premises³, which are now, and have been for sometime past, divided into four pieces or parcels, into the hands of the

² see 1st June 1759

³ that is Bishops Lease

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Lords of the said Manor . . . freed . . . from the proviso . . . before mentioned.
To have and to hold the same copyhold premises to the use of . . . John
Kipps, . . . forever, Subject nevertheless to a condition that, if . . . John Bird,
. . . shall and do well and truly pay, . . . unto . . . John Kipps, . . . the full . . .
£205 the 1st March next ensuing the said surrender at the dwelling house of
. . . **John Kipps (#54)** . . . in Kemsing . . . without fraud or further delay that
then the said surrender shall be void and of no effect otherwise to remain in
full force and effect.

1761: (24-33)

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B.13

1761 *reported in 1766*

28th August And at that Court the Homage⁴ did further present that the £75 had not been paid according to the said condition. **1766-2 (12)**

But was then at the said Court⁵ paid unto the said **James Taylor (#57)** in discharge thereof by **John Kipps (#54)** of **Kemsing**, Maltster⁶, together with £125 more by the said John Kipps unto the said **John Bird (#40)**.

⁴ held on 28th August 1761, reported at the Manor Court held on 24th May 1766

⁵ that is on 28th August 1761

⁶ In the “Abstract of Title of George Daysh Bartholomew” John Kipps is described as “Maltster”, here the word is “Malster”

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And that . . . James Taylor and John Bird, being both then present in Court, surrendered the said benefice which was then, and had been for some time past, divided into four pieces or parcels into the Hands of the Lord of the said Manor . . . freed and discharged from the proviso or condition before mentioned. To hold the same copyhold or customary premises to the use and behoof of . . . John Kipps, . . . forever. Subject nevertheless to a condition that if . . . John Bird, . . . should pay unto . . . John Kipps, . . . £205 on 1st March then next ensuing the said surrender, then the surrender to be void.

(1766-2:12-18)

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Court Barons of 1766

Bond from John Bird (#40) to John Chapman (#39)

24th May I, **John Bird (#40)** of **Shoreham** in the county of Kent, yeoman, am. . .
firmly bound unto **John Chapman (#39)** of Shoreham, shopkeeper,
in £400 . . . to be paid to the said John Chapman, or his certain . . .
executors, . . . for which payment to be well and truly made I bind
myself, my Heirs, . . . firmly by these presents, sealed with my Seal,
dated 24th May 1766 (1766-1:2-13)

Whereas **John Kipps (#54)** of **Kemsing** . . . and the above . . . John Bird
(#40), did, at a special Court Baron . . . for the Manor of Otford . . . on the
date of the above obligation, surrender into the hands of the Lord of . . .

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Manor, . . . certain Customary or Copyhold land lying within the said Manor, to the use of . . . John Chapman, . . . forever upon condition that if . . . John Bird, his . . . should pay unto the said John Chapman, . . . the sum of £205 on 24th November then next ensuing, the day of the date thereof, then the said surrender to be void. (1766-1:14-23)

Now the condition of the obligation is such that if . . . John Bird, . . . shall . . . truly pay, . . . unto . . . John Chapman, . . . £205 on 24th November now next ensuing the date hereof without any deduction, . . . whatsoever and according to the condition in the said recited surrender contained, then the above obligation to be void. Or else to be and remain in full force and virtue.

(1766-1:24-31)

Signed by John Bird.

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Surrender by John Bird (#40) to John Chapman (#39)

1766
24th May Manor of Otford
And now at this Court⁷ the said Homage do further present and say that the £205 was not paid according to the condition last mentioned but that £180 5s was then remaining . . . to . . . **John Kipps (#54)**. And that . . . John Kipps, being present in Court, the remainder was paid . . . by **John Chapman (#39)** of **Shoreham** . . . , shopkeeper, by the direction of the said John Bird in full discharge of the condition before mentioned. And that . . . **John Chapman (#39)** also paid the further sum of £11 15s to . . . **John Bird (#40)** making together, in the

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whole, the sum of £200⁸. And that . . . **John Kipps (#54)** (by the direction of . . . John Bird) and . . . John Bird being both present in Court surrendered into the hands of the Lord of the said Manor, . . . all those the said two customary or copyhold pieces or parcels of land called **Bishops Lease**, otherwise Bishops Lees, now and for some time past divided into four pieces or parcels, lying upon the **East Hill** in the said parish of **Shoreham**, containing by estimation 30 acres, more or less, freed and discharged from the previous condition with before mentioned surrender contained . . .

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To have and to hold the said premises to the use and behoof of . . . John Chapman, . . . forever. Upon this condition, nevertheless, that if . . . John Bird, . . . shall and do, well and truly, pay, . . . unto . . . John Chapman, . . . £205 on 24th November now next ensuing the date of the said surrender at the dwelling house of . . . John Chapman in Shoreham . . . then the said surrender should be void . . . otherwise to remain in full force. 1766-2 (18-27)

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B.20

1766

24th May

the Homage of that Court⁹ , after presenting to the effect herein recited, did further present and say that the £205 was not paid according to the condition last mentioned. And that £185 5s was then remaining due on the said surrender to . . . **John Kipps (#54)**. And that . . . , John Kipps, being then present in Court, the same was then paid . . . to him by **John Chapman (#39)**, of Shoreham . . . shopkeeper, by the direction of the said John Bird in full discharge of the condition . . . mentioned.

repeat of lines in document 1766-2 (18-27) as given above

1770 (18-29)

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Court Barons of 1770

1770 Manor of Otford - Copy of John Chapman Admission to ***Bishops Lees***
9th January And the Homage of this Court do hereby further present and say that the £205 was not paid according to the condition of the said last mentioned surrender and that the same is now due and owing to . . . ***John Chapman (#39)*** with a considerable arrear of interest. And that such surrender and estate thereby granted became absolute.

Now at this Court comes . . . John Chapman and humbly prays of the Lords of this manor to be admitted to the said two customary or copyhold pieces or parcels of land now divided into four or more pieces or parcels, with the appurtenances, according to the form and effect of the last mentioned surrender. To whom the Lords, . . . granted . . . and delivered seizin thereof . . .

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To have and to hold the said . . . land . . . unto . . . John Chapman, . . . forever. By copy of Court Roll at the will of the Lord . . . By the rents and services for the same due and of right accustomed. And he paid to the lords, for a fine for such his estate, 6s/8d and did his fealty and is admitted tenant in form aforesaid.

1770 (29-37)

Court Barons of 1775

10th August Court Baron concerning:

two Customary or Copyhold pieces or parcels of Land called the ***Bishops Lease*** or ***Bishops Lees***, divided into four pieces or parcels, on ***East Hill*** in ***Shoreham*** within the said Manor, containing about 30 acres, held of the manor by Copy of Court Roll at the Will of the Lord according to the Custom of the said Manor and yearly rent of 6s 8d.

1775 (11-15)

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John Chapman (#39) surrendered the land to **John Bird (#40)** of **Shoreham** who paid the fine of 6s 8d and was admitted tenant.

Immediately afterwards John Bird surrendered the land to **John Bennett (#41)** of **Kemsing** upon condition that if John Bird paid John Bennet £275 with interest of 5% on 10th February next¹⁰ then the surrender was to be void. **1775 (16-39)**

¹⁰

(1776, that is in 6 months)

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Note on the back dated 10th March 1780:

John Bennet (#41) acknowledged receipt of £310 8s 6d (principal & interest due on above surrender) from **John Bird (#40)**¹¹

1775

1775

10th August above details for Court of this date repeated in Court held on 10th March 1780

1780 (5-15)

¹¹

(interest at 5% on £275 for 4 years 7 months is £68.90 giving a total of £343.90)

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Court Barons of 1780

10th March At the Court it was presented that the said sum of £275 and interest had not been paid by . . . **John Bird (#40)** to . . . **John Bennett (#41)** according to the condition of the said surrender whereby the Estate in Law of . . . John Bennett of and in the premises became absolute. And that John Bennett thereupon came into Court & humbly prayed to be admitted to the said pieces or parcels of land so surrendered to him by . . . John Bird as aforesaid. To whom the Lords . . . granted . . . delivered seizen and possession thereof . . . To have and to hold the said customary or copyhold pieces . . . of land . . . unto . . . Bennett, . . . for ever by Copy of Court Roll . . . by the rents and services for the same due and of right accustomed.

1780 (15-24)

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And that Sitting of the same Court, . . . **John Bennett (#41)** being present, admitted that he is now paid . . . the whole of the £275 and interest in full of the said Surrender and . . . John Bird prayed that . . . John Bennett would surrender back the said pieces . . . of land to him that he might be reinstated thereto. And . . . John Bennett, in consideration of his having been paid . . . did then, in full and open Court, surrender into the hands of the Lords . . . all the . . . customary or copyhold pieces . . . of land . . . to which he had been admitted as aforesaid. . . . to the use . . . of . . . John Bird, . . . forever who, being present in Court, humbly prayed to be admitted thereto. To whom the Lords, . . . granted and delivered seizin thereof . . . To have and to hold the said customary pieces . . . of land . . . unto . . . John Bird, . . . forever . . . by the rents and services for the same due and of right accustomed and he gave to the Lords for a fine for such his Estate and Admission as appears & did his fealty and is admitted tenant in form aforesaid. **1780 (25-37)**

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B.27

And Sitting the same Court, . . . **John Bird (#40)** being present did then and there, in full and open Court, surrender into the Hands of the Lords . . . All the said Customary or Copyhold pieces . . . of land to which he was admitted . . . and all other his Customary lands and premises holden of the said manor by Copy of Court Roll as aforesaid. And all his Estate, Right of Title and Interest therein. And the reversion . . . and remainder . . . To the use and behoof of **Thomas Forsyth (#58)** of **Bond Street**, Middlesex, Esquire, . . . forever, who being also present in Court, humbly prayed to be admitted thereto. To whom the Lords, . . . granted seizin . . . To have and to hold the said customary or copyhold pieces . . . of land as surrendered by . . . John Bird . . . unto the said Thomas Forsyth, . . . forever, by Copy of Court Roll at the Will of the Lords . . . by the rents and services for the same due and of right accustomed. And he gave to the Lord for a fine for such his Estate and Admission as appears and he did his fealty and is admitted tenant.

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And at that sitting of the same Court, Licence was granted to the said Thomas Forsyth to demise? the . . . customary or copyhold pieces . . . of land, . . . from time to time for any term or number of years not exceeding, in the whole, twenty one years in possession and to be computed from 29th September next So as the rents, customs and services due to the Lords and of right accustomed be well and sufficiently rendered, paid and performed, otherwise this Licence to be void.

1780 (38-52)

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The next mention of Bishops Lease is not until 1809:

Will of Thomas Forsyth 1809

July 20th **By his Will** of this date . . . **Thomas Forsyth (#58)** gave . . . all and singular his copyhold and customary hereditaments and estates (which he had previously surrendered to the use of his will¹²) with the appurtenances to his **his wife, Jane (#122)**, To hold the same to . . . the use of his said wife, . . . according to the customs of the respective Manors whereof the same were respectively holden.

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note in margin: "I presume the Copy Roll has been examined to ascertain the fact. But even if it should be omitted to be entered there I think that after such a length of time it might be presumed (initialled) Court Rolls since searched but no surrender entered"

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And the said Testator appointed his said wife and his friends **James Abel** (#157) of the *City of London*, merchant, and **Alexander Murray** (#62) of *Symonds Inn*, gentleman, executrix and executors of his said will.

[AbstractGDB, \(p5, 17-30\)](#)

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Indenture 1812

13th June

By Indenture between:

- **Jane Forsyth (#122)** of **Upper Wimpole Street** . . **St. Maryle bone**, . . Middlesex, widow, of the 1st part,
- **John Fellows Claridge (#158)** of **Sevenoaks** . . gent. of the 2nd part
- **Alex. Murray (#62)** of **Symonds Inn**, . . Middlesex, gent. & **William Burton (#159)** of **Cornhill**, in the City of London, gent, of the 3rd part.

Reciting the Will, death and probate of the will of . . Thomas Forsyth and. . that . . Jane Forsyth had agreed with . . Alex. Murray for the complete sale to him of the absolute estate of inheritance in fee simple in possession of the customary or copyhold lands thereafter mentioned freed from land tax (the same having been redeemed).

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It is witnessed that, in pursuance of the said agreement and . . . of £500 being then apportioned ?? for the purchase of the copyhold hereditaments to . . . Jane Forsyth ?? , Jane Forsyth did covenant, promise, grant and agree to and with the said Alex. Murray, . . . that . . . Jane Forsyth . . . should and would at the next or some subsequent Court Baron General or Special . . . Manor of **Otford** . . . at the request and expense of . . . Alexander Murray, . . . surrender . . . into the hands of the Lord or Lords, . . . of the . . . Manor according to the custom thereof and effectually assure

All those two customary or copyhold pieces of land in the Surrender of 10th August 1775 described. And all ways, etc. together with the copies of Court Roll relating to said premises

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unto . . **Alex. Murray (#62)**, . . assigns, for ever according to the custom of the . . Manor. Covenants from said **Jane Forsyth (#122)** that she was lawfully seized, had good right to surrender, for quiet enjoyment, freed from encumbrance (except the rents, duties and services to the Lords of the Manor . .) . . Executed by all parties and attested; Receipts for ?? money endorsed, signed and witnessed.

[AbstractGDB \(p6:1-36; p7: 1-7\)](#)

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Special Court Baron 1812

The document describing the proceedings of the Special Court Baron held on 27th June has survived. These are summarised on the outside as:

Admission of ***Mrs Jane Forsyth (#122)***;

Surrender of the said to Jane Forsyth to ***Alexander Murray (#62)***,
Esq. and Admission of the said Alexander Murray to Copyhold
Premises at Shoreham

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The following extracts are from the Abstract.

At a Special Court Baron then holden, the Homage presented that said **Thomas Forsyth (#58)** died seized of all those his customary or copyhold pieces or parcels of land called the **Bishop's Leese** . . . holden of the said Manor by copy of Court Roll at the will of the Lords according to the custom of the said Manor at the yearly rent of 6^s/8^d [AbstractGDB \(p7: 8-18\)](#)

Then at that Court came . . . **Jane Forsyth (#122)**, by **William Burton (#159)**, her attorney, & humbly prayed to be admitted to the . . . (land) . . . of which the said Thomas Forsyth died seized. To whom the Lords, by their Steward, granted . . . seizin . . . unto . . . Jane Forsyth, . . . for ever . . . by the rents and services for the same. due & of rights accustomed.

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And immediately afterwards sitting the Court, . . . Jane Forsyth, by the said William Burton, her said attorney, . . . in consideration of £500 to her . . . paid by . . . **Alex. Murray (#62)**, surrendered . . . all and singular the said customary or copyhold premises . . . to the use of . . . Alex.Murray, his heirs and assigns, forever.

And . . . Alex. Murray, being present in Court, humbly prayed to be admitted to the said copyhold or customary premises. To whom the said Lords, . . . granted . . . seizin thereof..

AbstractGDB (p7: 20-37; p8: 1-4)

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The proceedings of this Special Court Baron are also described:

at a Special Court Baron . . . **Alexander Murray (#62)**, Esquire, late one of the Customary Tenants of the Manor, was admitted Tenant to all those two customary or copyhold pieces . . . of land called **Bishops Leese**, . . . now and for some time past divided into four pieces . . . lying upon **East Hill** in the parish of **Shoreham** . . . holden of the said Manor by copy of Court Roll at the Will of the Lord . . . at the yearly rent of 6s/8d. To hold to . . . Alexander Murray, . . . forever. And that, at the same Court, . . . Alexander Murray, duly surrendered the same . . . lands . . . to the use of his last will and Testament

1834-1 (8-17)

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Will of Alexander Murray 1829

6th June

Alexander Murray (#62), in . . . his last will . . . gave and devised his freehold messuage, cottage and outbuildings and freehold and copyhold closes and parcels of land called **Little Porters Farm** situate on **Shoreham Hill** in the said parish of Shoreham . . . then in the occupation of **William Vaughan (#87)** . . . unto the said testator's **daughter, Jane Murray (#60)**. 1834-1 (18-22)

And the said testator appointed Sir **Francis John Hartwell (#160)**, Bart., Sir **Thomas William Blomfield (#161)**, Bart., & **Charles Venner (#162)**, Esq. and his said daughter Jane Murray, Executors & Executrix of his will. AbstractGDB (p8: 33-35)

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Court Baron of 1832

18th June At a meeting of the Court Baron, **James Wallis (#204) of Cowden, publican**, was granted “free leave, liberty and licence . . . with a hedge or ditch or other fence, to enclose and fence in all that piece or parcel of ground, part and parcel of the waste of the said Manor, situate and being near to the front of the dwelling house on the farm called **Little Boakes Lee** on the **East Hill** in the parish of Shoreham containing two roods and twenty three perches¹³ or thereabouts as the same is more particularly delineated by a plan thereof”. Customs of the manor, including heriot were due to the Lord of Lady of the Manor and Wallis was also them “yearly and every year on 29th September, . . . the rent or sum of one shilling.”

1832 (13-30)

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1833 from the Abstract

12th Feb The said **Jane Murray (#60)** intermarried with **George Daysh Barthololew (#59)** [AbstractGDB \(p9:1\)](#)

28th Nov **By Indenture of Release** of this date made before:

- George Daysh Bartholomew (#59) & Jane (#60, his wife, theretofore . . . Jane Murray, spinster of the one part
- **Elizabeth Wiggins (#64)** of **Arlington Street, Camden Town**, . . . Middlesex, **spinster**, of the other part

[AbstractGDB \(p9:2-5\)](#)

Details of 27th June 1812, 6th June 1829 and 12th Feb 1833 repeated.

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And Reciting that said *Jane Bartholomew (#60)* had not as yet been admitted tenant of the copyhold pieces or parcels of land & hereditaments situate at Shoreham aforesaid thereafter referred to & thereafter covenanted to be surrendered.

And Reciting that . . . *George Daysh Bartholomew (#59)* & *Jane, (#60)* his wife, having occasion for the loan of £715, had applied to . . . *Elizabeth Wiggins (#64)* who had agreed to advance same to them upon ?? the repayment thereof with interest at £5 per cent per Annum secured as then mentioned.

It is by the now abstract of Indenture of Release witnessed that, in consideration of £715 to him paid by said Elizabeth Wiggins, said G. D. Bartholomew did for himself, . . . with . . . Elizabeth Wiggins, . . . **That** . . . Jane, . . . should. at the expense of said G.D. Bartholomew, within 6 Calendar months from

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the date of now abstract Indenture, procure herself to be duly admitted tenant in fee according to the custom of the Manor of Otford . . . to the ?? copyhold or customary closes or parcels of land therein after described. And also that he, said G. D. Bartholomew and said Jane, his wife, . . . should, on the request of said Elizabeth Wiggins, . . . but at the costs of said G. D. Bartholomew, . . . at the next Court to be holden for said Manor of Otford or as soon thereafter as might be, or out of Court if required, surrender into the hand or hands of the Lord or Lords of said Manor . . . all the aforesaid customary or copyhold pieces or parcels of land And all the estate of . . . **G. D. Bartholomew (#59) & Jane (#60)**, his wife, then and thereto to the use of said **Elizabeth Wiggins (#64)**, . . . for ever at the will of the Lord . . . subject to a proviso to be contained in such surrender for making void same on payment of said principal sum of £715 & interest in manner therein before expressed. **AbstractGDB (p10: 1-20)**

Summary - Bishops Lease

B.43

Executed by said G. D. Bartholomew & Jane, his wife, & attested as to their signatures. Receipt for £715 indorsed, signed & witnessed. [AbstractGDB \(p10: 21-23\)](#)

Summary - Bishops Lease

B.44

Manor Court 1834

30th July

Two documents have survived for the Manor Court held on this date. The first is described as:

Admission of ***Mrs Jane Bartholomew (#60)*** and conditional surrender to ***Miss Elizabeth Wiggins (#64)***; this refers to the land left to Jane by her father Alexander Murray

the second as:

Conditional Surrender to Miss Jane Ann Waugh; this refers to the land called the ***Bishops Leese***

Admission

30th July

to this Court came . . . ***Jane Murray (#60)*** (now the wife of ***George Daysh Bartholomew (#59)***) in her own proper person and prayed to

Summary - Bishops Lease

B.45

be admitted Tenant to the said customary or copyhold pieces . . of land . . according to the . . last Will and Testament of the said **Alexander Murray (#62)** . . To whom the Lord, . . grants seizen thereof . . To have . . the said customary or copyhold pieces . . of land . . unto . . Jane Bartholomew (late . . Jane Murray), . . for ever . . by the rents, customs and services therefore due and of right accustomed. And so . . **Jane Bartholomew (#60)**. . is admitted tenant thereof . . and gives to the Lord for a fine for such her admission . . and fealty is respited **1834-1 (25-33)**

And immediately afterwards sitting the Court, . . Jane Bartholomew, with the concurrence of her husband, . . **George Daysh Bartholomew (#59)**, being severally present in Court in their proper persons and . . Jane Bartholomew, having been first examined secretly and apart from her said husband and freely and voluntarily consenting thereto, surrendered . . all and singular the said customary or copyhold pieces . . to the use . . of **Elizabeth**

Summary - Bishops Lease

B.46

Wiggins (#64) of **Arlington Street, Camden Town, Middlesex**, spinster, . . .
for ever . . . Provided always . . . if the said George Daysh Bartholomew
and Jane, his said wife, . . . shall well and truly pay, . . . to the said
Elizabeth Wiggins, . . . the full sum of £715 . . . with lawful interest for the
same after the rate of £5 per cent per annum, at or upon 28th November
now next ensuing, without any deduction or abatement whatsoever,
according to a covenant in that behalf contained in . . . a certain
Indenture of Mortgage bearing date 28th November 1833 made between .
. . . George Daysh Bartholomew and Jane, his said wife, of the one part and
. . . Elizabeth Wiggins of the other part, then the said surrender to be void
or else to remain in full force and virtue.

1834-1 (34-52)

Summary - Bishops Lease

B.47

Conditional Surrender

30th July at this Court came **Jane (#60), the wife of George Dyash Bartholomew (#59)**, Esquire (late **Jane Murray (#60)**, Spinster) and, with the concurrence of her said husband, the said **George Dyash Bartholomew (#59)**, . . and . . Jane Bartholomew, having been first examined secretly and apart from her said husband and freely and voluntarily consenting thereto, surrendered into the hands of the Lord of the Manor . . all and singular those two customary or copyhold pieces . . of land called the **Bishops Leese**, . . lying upon the **Easthill** in . . **Shoreham** . at the yearly rent of 6s/8d . . to which . . premises . . Jane Bartholomew had been admitted Tenant at the same Court. To the use and behoof of **Jane**

Summary - Bishops Lease

B.48

*Ann Waugh*¹⁴ (#61) of *Wellington, Somerset*, spinster, . . . for ever . . . provided always . . . that, if the said George Dyash Bartholomew and Jane, his said wife, . . . shall . . . pay, . . . unto the said Jane Ann Waugh . . . the full sum of £470 with lawful interest for the same at the rate of £5 per cent per annum, at or upon 30th July 1835, . . . without any deduction or abatement whatsoever according to a covenant in that behalf contained in . . . Indenture of Mortgage dated this present 30th July 1834 and made between the said *George Dyash Bartholomew*, and Jane, his wife, of the one part and the said Jane Ann Waugh of the other part that the said surrender should be void or else to remain in full force and virtue.

1834-2 (9-39)

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was Jane Ann related to George Waugh (#123) who was one of the parties to the Agreement of 1838? Since she was a spinster she was obviously not his wife.

Summary - Bishops Lease

B.49

Agreement of 1838

1st May

By an Agreement of this date made between:

- ***G. D. Bartholomew (#59)*** of the one part &
- ***George Waugh (#123)*** of ***Gt. James Street, Bedford Row, . . . Middlesex, gent,*** of the other part

. . . **G. D. Bartholomew** (in consideration of £130 in hand paid to him by said **George Waugh** & of the other considerations? therein mentioned), did covenant & agree with . . . **George Waugh**, . . . that he . . . should, when thereunto required by said **George Waugh**, . . . execute to him . . . a valid mortgage in fee . . . **All** said premises at Shoreham to secure payment of £130 & interest at £5 per cent per annum & certain other monies therein mentioned not exceeding in the whole for principal £1000

Summary - Bishops Lease

B.50

Duly executed by said G. D. Bartholomew received for £130, £30 & 50 indorsed signed by said G. D. Bartholomew & attested.

AbstractGDB (p11: 21-43; p12: 1-12)

Summary - Bishops Lease

B.51

Memoranda of 1838

25th June **By Memorandum** of this date under the hand of said G. D. Bartholomew indorsed on said hereinbefore abstracted Indenture of release of 28th Nov 1833.

It is stated that by said hereinbefore abstracted . . . Indenture of ?? & Release of 29th & 30th July 1834 said Messuage & premises called *Little Porters Farm* were as to the copyhold part thereof covenanted to be surrendered to said **J.A.Waugh (#61)**, . . . for ? & payment of said £470 & interest at £5 per cent per annum

Signed by said **G. D. Bartholomew (#59)**

[AbstractGDB \(p12: 13-19\)](#)

Summary - Bishops Lease

B.52

25th June

By Memorandum of this date under the hand of said G. D. Bartholomew indorsed on said hereinbefore abstracted Indenture of 28th Nov 1838¹⁵

It is stated that by said hereinbefore abstracted agreement or deed of covenant of 1st May 1838, said *G. D. Bartholomew*, for the considerations therein mentioned, did covenant with said **G. Waugh (#123)** that he . . . should when requested by said G. Waugh, . . . ?? ?? in fee, by proper surrender of (inter alia) said premises at Shoreham to secure payment of £150 & interest at £5 per cent per annum & certain other monies therein mentioned advanced by . . . George Waugh to . . . G. D. Bartholomew with interest at the rate aforesaid & all other monies then due to said

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this date is earlier than that of the memorandum above. The will to which it refers was proved on 18th February 1839, a codicil having been added in September 1838

Summary - Bishops Lease

B.53

George Waugh or to him & **William Fisher**, his cofituer? for business performed & monies expended in & about same by him and them not exceeding, in the whole, for principal £1000.

Signed by said G. D. Bartholomew

AbstractGDB (p12: 20-32)

Summary - Bishops Lease

B.54

Will of Elizabeth Wiggins 1838

7th Feb¹⁶

Said Elizabeth Wiggins (#64), described as of **East Place** in the parish of **Saint Mary Lambeth**, of **Surrey**¹⁷, by her will of this date **Gave** & bequeathed to **Jonathan Haynes (#127)**, Esq. of **Red Lion Street, Clerkenwell**, Middlesex, All the property, real or personal, of which she might die possessed **In trust** to be disposed of in manner thereafter mentioned.

¹⁶ this date is six months prior to previous one but next one is September 1838

¹⁷ described as of **Arlington Street, Camden Town, Middlesex**, spinster, in July 1834

Summary - Bishops Lease

B.55

And said testator, after directing the payment of her funeral expenses & just debts, named and appointed said Jonathan Hayne, sole executor under her said Will.

And said testator, after bequeaths divers pecuniary & specific legacies, appointed her *brother, Samuel Wiggins (#130)*, residuary legatee under her said will.

Signed & sealed by said testatrix & attested by two witnesses, proved by the executor, *Jonathan Haynes (#127)*, in the Prerogative Court of Canterbury on the 10th Feby. 1839

AbstractGDB (p12: 33; p13: 1-15)

Summary - Bishops Lease

B.56

Codicil to this will

1838

27th Sept.

By a codicil of this date to the will of *Elizabeth Wiggins (#64)*, **She**, said testatrix, gave, devised & bequeathed unto said *Jonathan Haynes (#127)* therein described of *Croydon*¹⁸, Surrey, Esq **All** & every trust estate . . . whether in fee or for a term or terms of years, vested in her by way of mortgage or otherwise howsoever

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of Clerkenwell, Middlesex in previous February

Summary - Bishops Lease

B.57

To hold same unto said Jonathan Haynes, . . . according to the several and respective natures & tenancies thereof . . . & to be dealt with & disposed of accordingly.

Signed by said testatrix & attested by two witnesses proved with said hereinbefore abstracted will in the Prerogative Court of Canterbury.

[AbstractGDB \(p13: 16-30\)](#)

Summary - Bishops Lease

B.58

Indenture of Release 1839

17th May

Indenture of Release made between:

- *Jonathan Haynes (#127)* of 1st part,
- *Geo: Daysh Bartholomew (#59) & Jane (#60)*, his wife, of 2nd part
- *Joanna Westron (#164)* of *Guildford*, Surrey, widow, of 3rd part.

Reciting (inter alia) the hereinbefore abstracted mortgage of 28th Nov. 1833 **And Reciting** the hereinbefore abstracted will & codicil of said *Elizabeth Wiggins (#64)* & the proving thereof by her said executor.

Summary - Bishops Lease

B.59

And Reciting that sum of £715 was not paid at the time for that purpose approved but was still owing to said Jonathan Haynes as such executor . . . but all interest had been paid to the day of the date of now abstracted Indenture.

And Reciting that said *Jonathan Haynes (#127)*, having occasion for said £715, had requested said *G. D. Bartholomew (#59)* to discharge same but, it not being convenient for him so to do, he had requested said Joanna Westron to pay same which she had consented to do upon having such. Also? of said mortgage see 7¹⁹ as thereafter continued.

Summary - Bishops Lease

B.60

It is Witnessed that in consideration of £715 to said Jonathan Haynes paid by said **Joanna Westron (#164)** at the request . . . of G. D. Bartholomew, to **Jane (#60)**, his wife, ?? ??, Jonathan Haynes did convey to . . . Joanna Westron certain freehold estates then mentioned and did thereby . . .

Summary - Bishops Lease

B.61

That he, or his heirs, would, on the request (but not otherwise) & at the costs of . . . Joanna Westron, . . . acknowledge . . . on the records or Court Rolls of said Manor for said £715 & interest or, at the like request & costs, cause himself or themselves to be admitted tenant or tenants of said Customary or copyhold hereditaments & premises & thereupon surrender same to the use of such person or persons as said **Joanna Westron (#164)**, . . . should direct &, in the meantime, hold same in trust for said Joanna Westron, her heirs and assigns, for secured payment of said £715 & interest & all other principal monies & interest secured by said Indenture of mortgage.

Summary - Bishops Lease

B.62

Executed by said *G. D. Bartholomew (#59) & Jane (#60), his wife*, & said *Jonathan Haynes (#127)* & attested as to all their signatures

Received for £715 indorsed, signed by said Jonathan Haynes & witnessed

[AbstractGDB \(p13: 30-34; p14: 1-33\)](#)

In 1842 a long note was written at the bottom of this page and on its reverse with notes written later in the left hand margin as throughout the abstract.