





Stilgoe. gr.

Beddington Court Rules

October 14<sup>th</sup> 1640.

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At a Court of Survey for Christ  
Church. October 14.<sup>th</sup> 1640.

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Deddington Articles. Ministed  
unto the Homige to be Inquired  
and presented at or before the feast  
day of Simon and Jude, next at the  
request of the Homige and ~~under the~~  
to be delivered then to Mr Deene at  
Oxford, by three or four of the Homige  
and under the hands of all the rest  
1<sup>st</sup>

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First, how are the ancient liberties  
of this Maner maintained, hath  
there been or is there any impeach-  
-ment of any of them.



To the first Article we present that  
the Liberties of this Manor are no  
ways impeached or decayed for  
ought that we know.

2<sup>nd</sup> Item. Hath there been any  
Alteration of Tenure within the  
said Manor? —

To the second we present that  
there is no Alteration of any  
Tenure that we know of, or Name  
by changing of lease land into  
Copyhold Land.

3<sup>rd</sup> Item. Have any Mens Estates  
been granted longer Terms than the  
Farmers present Lease will warrant  
and what Estates have been so let  
and unto whom.

To the third we present that we



know not how far the Farmers  
lease will warrant them to let or  
set.

4<sup>th</sup> Item. Ask there been or is  
there any waste committed by any  
leaseholder or copyholder of this  
Manor either in housing, Timber  
Woods, Trees, or otherwise, what  
waste they are of, what value and  
by whom committed.

To the fourth we present that there  
is no waste committed by any that  
we know of, except a piece of a  
Barn of Mr Aylworths which is  
taken down, which holdeth by lease

5<sup>th</sup> Item. How many Gard lands  
are there belonging to this Manor,  
how many are held by lease, and  
how many by Copy of Court Role.



To the fifth we present that there is  
belonging to Christ Church Manor in the  
Parish of Deddington Sixty one yard  
lands and a half, and a Thridendale,  
whereof there is held by Copy in Hempton  
Seven yard lands, and by lease, eight  
yard lands and a Thridendale; and in  
Clifton by Copy there is held five yard  
lands, and by lease six yard lands and  
one quarter, and in Deddington there is  
held by Copy ten yard lands and three quarters  
and by lease there is held twenty four yard  
lands and a half, and this is as much  
as we can understand of \_\_\_\_\_

6<sup>th</sup> Item. How many Acres do belong  
to a yard land. How much in several,  
how much in the common fields?

What common doth belong to every yard  
land. for net beasts, Horses, and Sheep?



To the next we present that is a yard land  
then belongeth to some more, to some less  
Acres of Land; but we guess that there will  
be about eighteen acres to a yard land,  
one with another, in our Commonfield  
measure, but not by Statute measure.

whereof four yard land lyeth in St Mary  
Pasture which hath no Common; and for  
commons at Kempton, there belongeth to  
every yard land, two horses, thirty sheep  
and four beasts, and at Clifton for every  
yard land, they keep two horses, three  
beasts and thirty sheep, and at Deddington  
for seventeen yard lands and one quarter,  
for every of those yard lands, two horses  
three beasts and forty sheep, and for the  
other eighteen yard lands they keep for  
every yard land, two horses, two beast  
and thirty sheep.



4th Item. Are all the Copyholders, Tenements  
Cottages and Housing belonging to this Manor  
in sufficient repair as they ought to be,  
if they are not present the Defaulters.

To the seventh we present that the  
Tenements are in reasonable repair; but  
need ready to decay for want of great  
Timber, the which we ought to have  
from the Lord of this Manor.

8th. Item. Whether any person or persons  
whatsoever have encroached upon His  
any of the Lord's lands or waste, or  
have defaced or destroyed the Meas or  
Bounds thereof. Present the several  
offences and the parties names.

To the eighth we present. William  
Eries, for an encroachment with pales  
at his door.

Item we present William Scroggs for



an encroachment upon the waste with  
house and pales.

And William Gibbs for his house.

Item we present John Stempster, Thomas  
Pratt, and George Makepeace for continuing  
an encroachment with their shops

Item we present Walter Pitchett, Philip  
Mann and Henry Maunders for encroachment  
upon the Lord's waste.

Item. We present Thomas Dey for  
encroachment upon the Lord's waste.

Item. We present William Watts of Hempton  
for the like, and concerning the destroying  
of Meas Stones or bounds, we know none.

9th Item. For how many lives may  
the Copyhold land be granted by custom  
of this manor?

To the ninth we present that a  
copyhold may be granted for two lives



in one Copy and no more.

10<sup>th</sup> Item - Whether by the Custom of this Manor the Lord may grant the Copyhold Land of this Manor in Reversion? if they may, then - for how many lives Reversion, and upon how many in possession and how many Copies have you known to be granted in that kind? By whom, to whom, and for what lives? To the tenth we present that a Copy in Reversion is not to be granted by our Custom.

11<sup>th</sup> Item. What Widows Estates ought to be enjoyed by the Ancient Custom of this Manor?

To the Eleventh, we present that all Copyholders Widows are to hold their Widows Estates keeping themselves chaste.



12<sup>th</sup> Item. If the wife of any taker be named in the Copy, whether she shall hold the living after her husband's death for her life, and so be at her liberty to marry; or else, but during her widowhood.

In the Twelfth we present that if the wife of any taker be named in the Copy, she is also a taker and may marry and may hold it for her life

13<sup>th</sup> Item. If a woman be named in her husband's Copy and take a second husband, whether she shall enjoy her living for her life after the second marriage to the Thirteenth. We present that the wife of a Copyholder, she being named in the Copy, is as aforesaid a taker, and may marry and enjoy her living after a second marriage, during her life.



24<sup>th</sup> Item. Whether a Copyholder may  
not, without the consent of his wife,  
she being not named in the Copy,  
surrender in Court his Copyhold  
Estate, and the Lord grant the same  
unto others, and whether the wife  
hath right in any such Copyhold  
for her Widows Estate, her husband dying  
not seized thereof.

To the fourth We present that a  
Copyholder may sell his life in his  
Copyhold, but the Lord can grant no  
more Estate unto any other man if  
there be not named in the Copy then  
for his life who selleth it, and further  
we present that we never did know  
the wife of any Copyholder, her husband  
dying dispeised, and she not ~~surrendering~~  
consenting to the Surrender in Court.



To be put by, or from her Widows Estate,  
if she come in and claimed her Widows  
Estate within one year and a day, or  
else at the next Court after the death  
of her husband.

15<sup>th</sup> Item. Whether by the Custom of  
the Manor the Lord ought to have a  
Heriot. after the death of every Tenant  
for every messuage.

To the Giftenth. We present that after  
the death of every Tenant being in  
possession there is a Heriot. due to  
the Lord of the Manor. Viz For yard  
lands or half yard lands, or greater  
livings, the best goods or Cattle; and  
for Cottages or small things a years  
rent.

16<sup>th</sup> Item. If the Widow of any  
Copyholder enter into the Copyhold of her



husband, and occupy the same sundry  
years and die, whether there be any Rent  
due upon the death by custom?

To the sixteenth we present that there is  
no Rent due upon the death of any  
Widow which holdeth her land by her  
Widowhood.

17<sup>th</sup> Item. If the Wife of any Copyholder  
do after the decease of her Husband enter  
into the Copyhold living, releasing her  
Widow's Estate, and after marryeth whether  
any Rent be due, or not, by her marriage.

To the seventeenth we present that if  
the Widow of any Copyholder do marry  
she loseth her Estate, except she be  
a Sakee, and named in the Copy, and  
then if she be a Sakee there is a Rent  
due upon her death, otherwise none.



18<sup>th</sup> Item. What reliefs come unto the Lords of this Manor by reason of alienation of any freehold lands, or death of any Freeholder or otherwise?

To the eighteenth we present that upon the death or alienation of any Freehold land, there is a years rent due for a relief unto the Lord by the next holder.

19<sup>th</sup> Item. Whether any Copyholder of this Manor may dwell of or from his Copyhold, or let any of his Copyhold without the Lords licence?

To the Nineteenth we present that a Copyholder may dwell from his Copyhold and let all or any part of his land for a year and a day without licence, and so from time to time.



20<sup>th</sup> Item. Whether the Copyholders  
of this Manor may take Timber for  
Reparation, without the Delivery of  
the Lord or his Bailiff?

To the Twentieth we present that no  
Copyholder may take Timber for  
Reparation, except it be appointed  
unto him by the Lord of the Manor,  
or his Bailiff.

21<sup>st</sup> Item. Whether any Copyholder  
may give away or sell the Cops of  
Trees, or dead wood growing or coming  
of his Copyhold, or spend it from  
his Copyhold, without the Lords licence?

To the <sup>21<sup>st</sup></sup> Twentieth we present that the  
Copyholder may give, sell or spend the  
Copp, Shroud, dead wood, or windfalls,  
either upon, or from his Copyhold,  
without licence from the Lord.



22<sup>nd</sup> Item. If a Copyholder of this  
Manor do refuse to present his know-  
ledge, or make any untrue presentment,  
or refrain to pay his rent, or do his  
suit of Court at divers Courts, knowing  
they; or make waste, or let his  
living, or any part, without licence  
of the Lord, whether the Land be for  
feiture of his Estate, or what other  
penall ariseth thereby.

To the Two and twentieth we present  
that if a Copyholder do either refuse  
to present of his knowledge, or make  
any untrue presentment being convinced  
thereof, we do not know what penalty  
is due unto him, but if he refrain  
to pay his rent the Lord ought to  
dischain, also if the Tenant refuse  
to his Service at Court and Jail



divers times knowing thereof he is  
to be amended; further more if he  
make waste, timber trees by cutting  
them down without leave of the  
Lord, or suffer his houses to decay  
having great timber allowed him  
by the Lord according to the custom,  
and do not in some reasonable  
time repair for a dwelling house  
a barn and a stable we conceive  
it to be a forfeiture and for the  
rest it is answered in the 19<sup>th</sup> Article

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23<sup>rd</sup> Item. Whether the Executor of  
any Copyholder is to have any Interest  
in the Copyhold after the Death of the  
Testator. declare how long and who  
shall pay the Rent?



To the Thre and twentieth We present  
that the Executor of any Copyholder  
hath a deads year unto them to be  
holden as followeth. That if the  
Copyholder die before Mathias's day  
then the next holder is to enter upon  
the Hitch, the Lott Meads and Sheep  
Commons and to have all the profits  
at Michaelmas following, and the  
Executor is to have all the other  
profits until Michaelmas next after  
the death of the Copyholder and no  
longer. But if the Copyholder die  
after Mathias's day then the  
Executor is to hold all the profits  
until Mathias's following, and then  
the next holder is to enter upon  
the Hitch, meadow and Sheep  
Commons and all the rest at



Michaelmas following, and the  
Executor to have all the residue of  
the profits until the Michaelmas  
following, and the Executor is to  
pay all the rents that fall out  
to be due in his time.

24<sup>th</sup> Item. Whether the Administrator  
be in like degree as the Executor  
To the four and twentieth we present  
the Administrator is as the Executor

25<sup>th</sup> Item. What Wayes Shays  
or other duties belonging to the  
Lord of this Manor  
To the five and twentieth we  
present, that a third part of Wayes  
Shays and Felons goods and  
profits of Prises which fall out to  
be due to the Lords according to the



<sup>the</sup>  
Custom of Manor, we say a third  
part has been usually paid unto  
the Lord of this Manor.

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26<sup>th</sup> Item. You shall enquire if  
any land of the Lord of this Manor  
be kept from them or concealed,  
what land it is, of what value  
and by whom detained.

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To the Sea and Twentieth we present  
that we know of no land that is  
concealed or withheld from the Lord  
of this Manor

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27<sup>th</sup> Item Whether there be any  
Rent, Custom or Service, behind or unpaid  
to the Lord of this Manor, by whom  
it is due, what rent Custom or  
service it is, how long it hath



been withholden, and where the Land  
lieth that the Lord made restrain  
for the same.

To the Seven and Twentieth we present  
that we know not of any custom  
service or land withhold from the  
Lord of this Manor and further we  
present that the Lords of this Manor  
have heretofore kept Court Baron  
twice every year at the accustomed  
place, and none to serve upon the  
jury but Copyholders.



# The Names of the Jury

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Thomas Nutt.  
John Sweatman  
George Makepeace  
Bennett. Smith  
John Mercer  
Richard Manning  
Zachary Silgore  
John Newman  
John Owen  
William Danwell  
William Ingram  
Richard Potter  
Thomas Higgins  
Hercules His  
George French  
William Day.



Memorandum. Those whose  
Names are hereunder did put  
their hands to these presentments.

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Thomas	Nutt.
John	Pygnell
John	Newman
Zachary	Stilgoe
Thomas	Higgins
George	French
John	Owen
Richard	Manning
William	Dry
George	Makepeace
Hercules	Ais
John	Mercee

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A. Presentment at a Court of Survey  
1640. By the Jury.