



Shilgoe. gr.

Beddington Court Rules

October 14th 1840.

At a Court of Survey for Christ
Church. October 14.th 1640.

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
1st

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
aught that we know.

2nd 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.

3rd Item. Have any Mens Estates
been granted larger Terms than the
Tenants 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.

4th 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

5th 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 —

6th 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 Ilbury
Pasture which hath no Common; and for
commons at Hempton, then 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 beasts
and thirty sheep.

7th Item. As 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
divers 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 this
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
Evies, 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 Sempster, Thomas
Pratt, and George Makepeace for continuing
an encroachment with their shops

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

Item. We present Thomas Dry 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 knew 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.

10th 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.

11th 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.

12th 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.

If 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

13th 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.

14th 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 dispossessed, and she not ~~surrendering~~
consenting to the Surrender in Court.

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

15th 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 Taker - 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.

16th 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.

17th 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 taker, and named in the Copy, and
then if she be a taker there is a Rent
due upon her death, otherwise none.

18th Item. What relief 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.

19th 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.

20th Item. Whether the Copyholders of this Manor may take timber for repairation, without the delivery of the Lord or his Bailiff?

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

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

To the ^{21st} 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.

22nd 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 Six 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
distrain, also if the Tenant refuse
to his Service at Court and Jail

divers times knowing thereof he is
to be amerced; furthermore 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 19th Article

23rd 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 hith. 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 hith, 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.

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

25th 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 Prizes which fall out to
be due to the Lords according to the

^{the}
Custom of Manor, we say a third
part has been usually paid unto
the Lord of this Manor.

26th 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.

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

27th 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

Thomas Nutt.

John Sweatman

George Makepeace

Bennett. Smith

John Mercer

Richard Manning

Zachary Stilgore

John Newman

John Owen

William Danwell

William Ingram

Richard Potter

Thomas Higgins

Hercules Heis

George French

William Dry.

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

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

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

Oxfordshire

The Manor of Deddington

A Survey thereof taken the fourth
day of June, in the thirty third
year of our Sovereign Lady Elizabeth
by John Worth. Gent. Deputy unto
Sir John Poinst Knight. General
Surveyor of all her Majestys lands
lying on the South part by the
Authority before specified, and
by the Vaths and Presentments
of the Tenants of the same Manor
hereafter mentioned. viz -

June 4th 1591.

The Jury of the Court of Survey.

Nicholas Wayste

John Halle

Vinson Smith

Richard Fredwell

George Naves

Richard Scroggs

John Clifford

Thomas Coates

Henry Dean

George Cox

James Applebee

Nicholas Grisplite

Henry Greene

William White

Simon Busby

Richard Applebee

William Justere

Widows Estates

The wife of any Tenant dying in possession shall enjoy the Lands, Tenements, customary whereof her said Husband died possessed, during her Widows estate living chaste.

Certain Customs of the said Mann presented by the Tenants and at divers Courts, holden within the said Mann and allowed by the Lord's Steward for the time being.

Imprimis. That all Grants by Copy of Court Rolle made for Two lives are good, and the Widows estate.

Item. That all grants by Copy of Court Role made for three lives or more are void.

Item. That all grants by Copy in reversion are void, but that a Copy granted during the Widows Estate if she be no taker, and no Copy in reversion, Contrary to Custom.

Item. That a Copy made for two Lives, cannot be surrendered, unless both parties named in the Copy do Surrender.

Item. That it is lawful for every Tenant both to Lopp and Top, not hurting the Timber, otherwise it is waste, and they cannot give any Timber Free.

Item. That the Taker cannot Surrender

longer than for his time without the
Survivor do Surrender —

Item. That the husband by the
Surrender doth not bar his wife's
Widow's Estate, so that she doth
come in, and calling her Widow's
Estate within one year and a day,
or else at the next Court day
after the death of her husband.

Item. That a Tith, Orchard or little
Piddutun, or such like whereunto no
land belongeth, the Tenant, is one year
rent and no more.

Item. That if a Freeholder sell
away or alien his Freehold Lands
to another, or to his Heirs, the
Purchaser ought to pay unto such
alienation to the Lord one year rent

For a fine
Item that a Rencott is due to the
Lord as well upon every Surrender
as upon the death of a Tenant

Item that any Copyholder or Widow
that holds by Widows Estate,
according to the custom, either of
them may take their livings for
their child or childrens lives, not
to be enhanced with fines but to
have it as anciently they have had
it in former times. viz. The fine
to be the worth of one year of the
living; or two, at the most that
ever was given; or for the succeder.
And that they are not to be put
out of doors or to be put to rack
rent and for example I The

Widow Snelson of Hempton. The
landlord would not let her take
her living, for her son Thomas, until
she complained to the Duchie Court.
and then the Chancellor, and the
Kings Attorney for the Court, did
give her a letter for to carry to the
landlord that then was, and so
did command him & viz. The Landlord
to grant her a Copy, or else she to
return to them, and they would
grant one.

And that Edward Bates of Clifton
could not take his living until
he complained likewise, then he had
it.

The landlord is to keep Court Baron
every half year at his own cost, and
charges; at the place usually, in

former times - viz - A short time
after our Lady Day - and a short
time after Michaelmas - and that
none are to be of the jury besides
copyholders.

Item - That any copyholder having
his housing fallen into decay, is to
build them up within reasonable
time - The Landlord finding Great
Timber.

Item - The Landlord is to appoint
a sufficient man to gather his rent,
that dwells in the Parish.

Item - If a copyholder die or a
widow, that by custom either of them
dying before Michaelmas day - Then the
Executor Hith, all the Fallows, the
Sheep Commons, Set Incads, and none
else for the present, but upon all at

Michaelmas next following, and if any of the Parties die after St Matthias day, then the Executor is not to enter until after Matthias day next following and so to end as before expressed

Item ——— The Bailiff of Deddington is Bailiff for the Parish and Town of Deddington, and if any Waifs, Strays, or Felons Goods do fall to be due within the said Parish, then the Bailiff is to take them into his custody, and to sell any of those things or goods and the Bailiff to have one part of the said money, and to give every one of the three Lords a part equal to himself — viz — He that holds of the Duchie of Lancaster and

he that holds for Christ Church and
he that holds for Windsor. and for
pattern and example in the three
dear years—

Near about Tillybury time
one Thomas Barrett of Deddington
husbandman— stole Sheep and was
taken with them and had to Prison.
Then Mr John Norod. being Bailiff of
Deddington did seize upon all his Crops
Team, Carts and all his goods to the
value of somewhat above one hundred
pounds. whereupon they that then
were the three Lords of the aforesaid
Manors, did fall at variance for all
their parts, and then the aforesaid
Goods were in the Bailiffs hands, and
Vincent Smith did join with him
in the sale of the said goods, and

keeping of the money till they were agreed, and at the last they agreed. So the Bailiff took his part, and each of them theirs equal, and since that time there were thirteen men taken for robbing one man of a great sum of money; Edward Welchman being Bailiff of Deddington, with the aid of other Officers took and seized upon their goods and having them before the Justice two of them were had to prison, and found guilty. Whereof Edward Welchman being Bailiff took a fourth part of the said goods to himself, and gave each Lord his part likewise.

Item - The three Lords are to appoint a Steward for the Court Leet of Deddington, and the

Steward within a very short time
after every Michaelmas, and Lady Day,
is to send his warrant to the
Bailiff of the Parish of Deddington,
and the said Bailiff is to appoint
out a jury, and to appoint his under
Bailiff to warn the said jury at
their dwellings.

The Pound Piece

Obv. ~~Carolus~~ II. Dei Gratia

Profile to the left, laurel; neck bare; under the bust an elephant.

Rev. Mag. BR. Hra et Hib Rex 1664.

Four crowned shields of England,

Ireland, Scotland and France.

In the centre four C's interlinked, and in the quarters four sceptres each surmounted by a badge. The cross

for England, the harp for Ireland

the thistle for Scotland and the

fleur-de-lis for France

These were struck of the gold imported by the African Company; and to encourage them to bring over gold to be coined they were permitted to have their stamps of an elephant

upon the money made of the
African gold. Some of the coins
have a castle upon the elephant's
back.

I believe Charles II was the first
to coin £ 5.0.0-pieces. They were
also coined in the following
reigns - James II. William and
Mary, William alone. Anne -
George I, II, III.

Extract - Revolving Coinage of
Great Britain. Some were
coined without the elephant

“Armorial Bearings became hereditary in families at the close of the 12th century. They were employed by the Crusaders in 1100. The lines to denote colours in arms, by the direction & intersection, were invented by Columbiere in 1639.” (from Haydn's Dictionary of Dates. by B. Vincent).

The Parish Registers of Deddington date from 1631, and the year ends at the 25th March ^{down to} 1752. The year 1753 & following beginning on 1st January.

