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Somerset Record Society.

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# Somerset Enrolled Deeds

EDITED BY  
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## INTRODUCTION

THE series of enrolled deeds catalogued as C.Q. 1-30 in the Muniment Rooms of the Somerset County Council consist of twenty-eight parchment rolls of varying length and containing in all 409 deeds ; they are mainly sales of property, but include a few leases and mortgages and a number of family settlements. They begin in 1536 and continue with occasional intervals to 1639. One deed in Roll 27 was enrolled in 1642, and Roll 28 contains seven deeds enrolled during the Commonwealth. The majority are in English, but 28, including the deeds concerning the endowment of the Ilton almshouses in 1630, are in Latin, and are here translated. The introductory paragraph stating when and where the deed was enrolled is also in Latin until the Commonwealth. The spelling, except in the case of proper names, has been modernised.

The statute requiring the enrolment of sales of land was passed in 1536, and was a sequel to the statute passed earlier in the same year commonly known as the Statute of Uses, which marks an important stage in the development of the laws concerning the ownership of land. During the fifteenth century the system of recoveries by which the owner of an estate allowed another person to become the legal owner of his property on the understanding that he himself enjoyed the benefits, had been increasing, partly as a safeguard for property during the Wars of the Roses, partly as a means of evading the payment of feudal dues and the Statute of Mortmain. The Statute of Uses was intended to abolish the system of recoveries, and 'uses' or trusts, by making the beneficiary of the trust, the 'cestui que use' as he was legally described, the legal owner, liable for the payment of feudal dues, and also to give greater certainty of title, than was being obtained by fictitious and collusive lawsuits, and to prevent secret conveyances of land. It was to further this last object



that the Statute of Enrolments was passed in 1536. It is entitled 'an act concerning enrolments of bargains and contracts of lands and tenements.' 'By the authority of this present Parliament' it is enacted that from the last day of July 1536 'no manors, lands or tenements . . . shall pass . . . from one to another, whereby any estate of inheritance or freehold . . . or any use thereof shall be made by reason only of any bargain and sale, except the same . . . be made by writing indented, sealed and enrolled in one of the King's Courts of Record at Westminster or else within the same county or counties where the same lands . . . so bargained and sold be, or before the Custos Rotulorum and two Justices of the Peace and the Clerk of the Peace of the same county or counties or two of them at the least, whereof the Clerk of the Peace to be one; and the same enrolment to be had and made within six months next after the date of the same writing indented. The said Custos Rotulorum, Justices and Clerk . . . taking for the enrolment . . . where the land comprised in the same writing exceed not the yearly value of 40s., 2s., that is to say 1s. to the Justices and 1s. to the Clerk. . . . If it exceed 40s., 5s., . . ., 2s. 6d. to the Justices and 2s. 6d. to the Clerk. . . . And the Clerk . . . shall sufficiently enrol and engross on parchment the same writing indented . . . and the rolls thereof at the end of every year deliver unto the Custos Rotulorum . . . to remain in his custody . . . with other records of the same county where the enrolment shall be so made, to the intent that every party that hath to do therewith may resort and see the tenour of every such writing so enrolled. Provided that this act . . . do not extend to any lands . . . in any town corporate . . . wherein the mayors . . . or other officers . . . have lawfully used to enroll . . . any writings within their precincts. . . .'

The Statute of Uses was gradually evaded and the trust system developed in new forms, while the method of conveyance known as a lease and release evaded the necessity, and presumably the expense, of enrolments, but at the same time a large number of conveyances were enrolled in the century following the Statutes of Uses and Enrolments as the enrolled deeds of Somerset, Kent, Warwick and Essex show, and others may have been enrolled

at Westminster, but in some counties, e.g. Hertfordshire, comparatively few deeds were enrolled. In a recent life of Elizabeth Cecil, the second wife of Sir Edward Coke, an example of the use of enrolments for family settlements is to be found. After many disputes over her dowry, 'he made a conveyance to her of the manor of North Elmeham, amongst other things, part of her jointure, which conveyance he desired she would not enroll; but understanding by some of her friends that unless it were enrolled within six months it would be void, by their advice she caused it to be enrolled.' Unfortunately Sir Edward Coke found another way of making the conveyance void, but the enrolments of the marriage settlements of Jane Horner (251), Mary Poulett (360), Dorothy Holworthy (376), Jane Fry (406) and other ladies were probably made with a view to their greater security.

Only twelve deeds are described as being enrolled at 'the general sessions of the peace' before 1600, and there are no further references to Quarter Sessions except in the Commonwealth Roll, but probably many of the enrolments at the four towns where Quarter Sessions were usually held, Wells (81 enrolments), Taunton (59), Ilchester (53) and Bridgwater (47), did take place during the sessions. There are also 33 enrolments at Chard, 18 at Bruton, where Quarter Sessions were held in 1564, 13 at Yeovil, and a few in other towns. Many enrolments, 60 at least, took place in the Justice's own house, e.g. before Sir Hugh Poulett at Hinton St. George, Sir John Clifton at Barrington and Sir Robert Philips at Montacute. In accordance with the Act the Clerk of the Peace was always present.

It is possible that the enrolments were originally joined with the sessions rolls, and that the present arrangements in rolls is comparatively modern.

The Civil War probably accounts for the absence of any enrolments between 1642 and 1651, but it is possible that some were made and destroyed as the county records were said by the Justices in 1646 to have suffered from 'combustion and embezzlement.'

The legal forms of the deeds vary to some extent, but a number of clauses with slightly different wording occur regularly. The contracts following the description of property in each deed

involve much repetition, and being of comparatively small interest have been considerably abbreviated, but one deed, no. 12, is given here in full as an example of the usual form.

Apud Wells predicta die mensis proxima post festum Ephiphani Domino anno supradicto venit predictus Thomas Roynon coram prae-fato Willielmo Portman et Johanne Dyer et petulit quoddam scriptum sive indentatum et petit quod irrotulatur secundam forniam statuti cuius tenor sequitur in hoc verba.

This Indenture made the xxiii day of December in the xxx<sup>th</sup> yere of the reign of our sovereign lord King Henry the viii<sup>th</sup> betwene Thomas Roynon of Byckfold in the parishe of Compton Martin in the county of Somerset, esquier, of the one parte and Giles Peny of the other parte.

Witnesseth that the said Thomas Roynon hath bargayned and sold and by these presents bargayneth and selleth unto the said Giles Peny and to his heirs forever all his housys, londes and tenements, rents, reversions, suits, medowes, pastures, woodes and all other hereditaments with their appurtenances and commodities whatsoever they be yn Olde Socke, Astyngton and Mudford Terry in the said county of Somerset with all manner of evidences, scripts, charters, and myniments concerning the premises or any parcell thereof, which evidences, scripts, charters and mynynments the said Thomas Roynon covenanteth for hym and his heires to and with the saide Giles Peny his heires and executors by these presents to delyver or cause to be delyvered to the said Giles Peny, his heirs, executors or assigns before the feste of Wyt Sondag next comyng after the date of these presents, which now be or before the said Feast shall be, yn the possession of the said Thomas Roynon or his heires or yn the possession of any other person or persons to his use or of his delivery, or that he may lawfully come by, and at all times after the said Feast of Wytsonday all such evidences, scripts, charters and munynments concerning the premises or any parcell thereof within one moneth next after they shall come into the possession of the said Thomas Roynon or of his heires. Also the said Thomas Roynon covenanteth and granteth for him and his heires to and with the said Giles Peny and his heires by these presents that he ys very true owner and possessor of all the said housys, londys and tenements and other the premises with their appurtenances and commodities and that he hath full and lawfull authoritie to make a good, clere and perfect bargayne and sale thereof to the said Giles Peny and his heires forever. Also that the said lands, houses and tenements and other the premises with their appurtenances and commodities at the day of the making of these presents are dyscharged of all manner of former bargaynes, sales, joyntures, dowers, titles, uses, statutesmerchant, statutes of the Staple, recognisances, judgements, executions, rent charges, rent suytes, arrerage of rents, intrusions and all other charges and incumbrances whatsoever they be, the rents and suits to be due to the chief lord or lords of the fee after the making of these presents only excepted. Also the said Thomas

Roynton covenanteth and granteth for him and his heires to and with the said Giles Peny his heirs and executors by these presents that the said houses, lands and tenements with their appurtenances the day of the making of these presents are of the clere yerely value of ciis. viiij*l.* over and above all charges and reprises. And also the said Thomas Roynton covenanteth and granteth for him and his heirs to and with the said Giles Peny his heirs and executors that he the said Thomas Roynton or his heirs before the said Feast of Wytsunday next coming after the date of these presents shall make or cause to be made to the said Giles Peny his heirs and assigns, and to such other persons and to their heirs to the use of the said Giles Peny and of his heirs as the said Giles Peny his executors and assigns shall name and appoynt, a good, sure, sufficient and lawfull estate in the lawe of the said houses, londes and tenements and all other the premises with their appurtenances to the use of the said Giles Peny, his heirs and assigns for ever, as it shall be devised by the counsell lernyd of the said Giles Peny, his heirs, executors or assigns at the cost and charges in the lawe of the said Giles Peny his heirs, executors and assigns. And furthermore that the said Thomas Roynton and his heirs and all other persons having or clayming anything yn the premises shall do or suffer to be done all and any thing from tyme to tyme withyn the space of three years next ensuing the date hereof that shall be devysed or advysed by the said Giles Peny or by the counsell lerned of the said Giles Peny or of his heirs or executors for the further suretie of the premises, be it by fyne, feoffment, recognisance, release, deede enrolled with warrantie or otherwise at the cost and charges yn the lawe of the said Giles Peny, his heirs or executors. Also the said Thomas Roynton covenanteth and granteth for hym and his heirs to and with the said Giles Peny and his heirs that all and any person and persons and their heirs which now stand and be seased of all and singular the premises or any part thereof shall from henceforth stand only and be seased to the use of the said Giles Peny and his heirs forever. In consideration of which bargaynes and covenants, promises, graunts, sales and agreements the said Giles Peny hath paid to the said Thomas Roynton the day of the making of these presents rool*.* of good and lawful money of England whereof the said Thomas Roynton knowledgeth himself by these presents to be truly contented and paid and the said Giles Peny and his executors thereof to be quit and discharged. To all and singular which bargaynes, sales, promises, graunts and agreements well and truly to be performed, fulfilled and kept on the part of the said Thomas Roynton, the said Thomas Roynton byndeth himself his heirs and executors by these presents to the said Giles Peny in the sum of ccl*.*

In witness whereof, *etc.*

The principal clauses of the covenants concerning the sale are :

i. The delivery of the title deeds to the purchaser. This is contained in most of the deeds. In the case of small properties

the seller sometimes agrees that the buyer shall have copies of all such deeds 'as concern the premises with other lands of the said A.B.' the seller, to be written at the cost of the purchaser. Also the seller need only deliver such deeds as he may 'come by without suit in the law.'

2. An assurance that the seller is the legal owner of the property, with full power to sell it.

3. An assurance that the estate is free from encumbrances, usually with certain exceptions of leases, either for lives or years, by grant, or copyhold. Sometimes only the 'ancient rents' are to be paid to the new owner, more often he is given power to raise them.

4. The clause concerning the making of a good estate is dropped from later deeds, but

5. The clause for the making of a further assurance is usually given at length; sometimes with the provision that the person making the assurance need not travel more than a certain distance from his house, and specifying the time—from one to ten years in which the assurance must be made.

6. Another clause assuring the buyer peaceful possession of the premises is frequently added.

Apart from the light they throw on the keeping of the Statute of Enrolments, the deeds are of great interest from the information they provide on changes in the ownership of land in Somerset in the century between the Dissolution of the Monasteries and the Civil War, including the disposal of abbey and chantry lands; and for the lists of field names, for example in the parishes of Cheddar, Wincanton and Stanton Drew, and of the names of farms and small hamlets in many parts of the county, while a number of deeds contain detailed descriptions of property in the towns, particularly in Wells, Taunton, Bridgwater, Yeovil, Shepton Mallet, Axbridge and Wincanton.

I am much indebted to Sir Henry Maxwell-Lyte for help and advice in preparing the volume for the press, and many thanks are due to the Reverend Prebendary Palmer for undertaking the work of indexing.

S. W. BATES HARBIN.  
NEWTON SURMAVILLE.

## JUSTICES OF THE PEACE BEFORE WHOM ENROLMENTS WERE MADE

HENRY VIII, 1536-47.

Sir John Newton ; Nicholas Fitzjames ; Sir John Fitzjames, Chief Justice ; Sir Thomas Horner ; William Vowell ; Alexander Popham ; John Mawdeley ; William Portman, sergeant-at-law ; Anthony Gilbert ; George Gilbert ; Nicholas Halswell ; Michael Mallet ; Thomas Phelips ; John Porter ; Sir Nicholas Wadham ; Sir Hugh Poulet.

EDWARD VI.

Of the preceding : Horner, Popham, Mawdeley, Portman, Halswell, Poulet, Nicholas Fitzjames ; Sir John Horsey ; Sir Thomas Dyer ; Sir John Sydenham ; Roger Basing.

MARY.

Halswell, Poulet ; John Keynes ; Richard Joyce ; Richard Cupper ; James Fitzjames ; Hugh Bret (? name almost illegible).

ELIZABETH, between 1559 and 1570.

Keynes, Halswell, Poulet ; John Walsh, sergeant-at-law ; Humphrey Colles ; William Hawley ; Henry St. Barbe ; Sir Henry Portman ; Hugh Brooke ; Sir Amias Poulet ; Sir George Sydenham ; Sir George Speke ; John Sydenham of Dulverton ; Robert Hill ; Richard Watkyns.

1570-80.

John and George Sydenham, Hugh and Amias Poulet, Keynes, Portman, Speke ; Humphrey Walrond ; John Bret ; William Hill ; Edward Baber ; John Colles ; Edward Popham ; Sir John Horner ; William Bowreman ; Sir James Fitzjames ; Thomas Mallet ; Hugh Smythe ; John Stawell ; William, Bishop of Bath and Wells.

1580-90.

John and George Sydenham, Horner, Keynes, Colles, Bowreman, Mallet, Amias Poulet ; William Jones, D.C.L. ; Christopher Kenn ; Robert Hill ; John Lancaster ; Alexander Pymme ; James Bisse ; Humphrey Wyndham ; Edward St. Barbe ; Samuel Norton ; Edward Phelips ; Edward Hext ; Sir Henry Berkeley ; Sir John Popham, Chief Justice ; Sir John Clifton.

1590-1603.

Lancaster, Bisse, Colles, Phelips, Clifton ; Sir Francis Hastings ; Alexander Popham ; John Pyne ; Matthew Ewens, Baron of the Exchequer ; Sir John Harington ; Thomas Hughes ; John Maye ; Sir John Rodney ; Sir Nicholas Halswell ; John Farwell ; Alexander Ewens ; Thomas Palmer ; Henry Halswell ; Edward Gorges.

JAMES I.

Hext, Pyne, Alexander Ewens, Halswell, Humphrey Wyndham, Phelips, Hughes, Maye, Bisse ; Sir Thomas Phelips ; Sir George Speke ; Sir John Portman ; John Adams ; Francis Baber ; Sir John Carew ; Edward Rogers ; George Farwell ; John Francis ; Sir Maurice Berkeley ; Robert Cuffe ; Maurice Gilbert ; Henry Walrond ; James Clarke ; Sir Francis Popham ; John Symes ; Thomas Warre ; Nathaniel Still ; Thomas Southworth ; Francis James, D.C.L. ; William Swanton ; Sir Thomas Bridges ; Thomas Brereton ; Sir Robert Phelips ; Sir Francis Heale ; Edward Popham ; William Capell ; Robert Wright, D.D. ; Gerard Wood, D.D. ; John Merifield ; Christopher Preston ; Sir John Horner ; Matthew Ewens ; Sir Edward Rodney ; Hugh Pyne ; Edward Lancaster ; Sir Henry Hughett ; Arthur, Bishop of Bath and Wells.

CHARLES I.

The Justices before whom deeds were enrolled from 1625 to 1639 were : Cuffe, Speke, Sir Robert Philips, Symes ; John Harrington ; John Harbin ; William Walrond ; George Poulet ; James Rosse ; Robert Hopton ; William Every ; John Coventry ; James Farwell ; Thomas Smyth.

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## CLERKS OF THE PEACE

John Dyer was clerk in 1536 and his name occurs in all deeds except one until 1558. The deeds for 1559 and 1560 are missing and in 1561 Adam Martin was clerk of the peace. He held the office for about thirty-five years. No deeds were enrolled between January 1595 and March 1599. Martin died in 1596, and in 1599 he had been succeeded by Thomas Popham, who was clerk till 1607, when Edward Wykes or White was appointed. About this time an assistant clerk was appointed and John Gibbons occurs in 1609, Nicholas Wykes in 1610 and Christopher Browne in 1613. Edward Wykes and Christopher Browne appear to have been joint clerks for many years, but Browne seems to have been the more active, and to have had another assistant; John Popham occurs in 1624, and Matthew Hopkins in 1638. John Haggatt was clerk of the peace during the Commonwealth, at least from about 1651 to 1659 (see the introductions to S.R.S., 23, 24, 28).

## SOMERSET ENROLLED DEEDS

### Roll I.

1. *At Ilchester, Thursday in the second week in Lent, in the 28th year of Henry VIII., before Chief Justice Sir John Fitzjames, and John Dyer, clerk of the peace, William Kyche desires :—*

Know that I, William Kyche *alias* Furser, of Sylferton, Devon, yeoman, have confirmed to Robert Smythe, dyer, for a certain sum of money, my burgage and garden in Chard, in the north part of the street leading towards Exeter, between two tenements of the Fraternity of the B.V.M. on the east and west, with all my other lands in Chard ; to hold to R. S. of the chief lord of the fee by the rents accustomed. And I warrant R. S. in the premises, and have appointed Robert Farrant and Richard Rugge my attorneys, to give possession of the premises to R. S. Witnesses : William Stowford, Robert Holeigh, John Waren *alias* Baker, and others. Given February 12 in the 28th year of Henry VIII., 1537. *Latin.*

2. *At Taunton Castle, Tuesday after the feast of the Trinity, in the 29th year of Henry VIII., before William Portman, J.P., John Sclocombe desires :—*

To all to whom these presents shall come, I, John Sclocombe of Samford Bret, send greeting. Know that I have sold to John Davy and John Cowche all my messuages and lands in Bygenaller called Wolston, and elsewhere in Bygenaller, that they may make a good estate of the premises to me for life, with remainder to David S. my son, Alice his wife, and the heirs male of his body, and in default to Thomas his brother and the heirs male of his

body, and in default to my right heirs. And I warrant J. D. and J. C. in the premises. Given December 22 in the 28th year of Henry VIII., 1536. *Latin.*

3. *At Redlynch, February 3, in the 28th year of Henry VIII., before Sir John Fitzjames, Chief Justice of Common Pleas, John Wykeham desires :—*

This indenture made September 26, in the 28th year of Henry VIII., 1536, between John Wykeham of Horsington, gentleman, son and heir of Thomas Wykeham and Elizabeth his wife, deceased, and Thomas Dyer of the household of the King, gentleman, witnesseth that J. W. for 20*l.* hath sold to T. D. his tenement called Sylvers and all his lands and tenements in Horsington, in South Cheryngton in Horsington, in Lotterford in South Cheryngton and elsewhere in Somerset, which by the decease of Thomas and Elizabeth Wykeham to J. W. by right of inheritance descended ; with all deeds concerning the same. And J. W. covenanteth with T. D. to make him a good estate in fee simple in the tenement, discharged of all encumbrances, except the rents to the chief lord of the fee, and that he will do all such things by fine or otherwise as shall be required by T. D. for the further assurance of the premises to T. D. And T. D. covenants that if J. W. doth well and truly perform these covenants, then an obligation of the same date wherein J. W. is bound to T. D. in 100*l.* shall be void.

4. *At Merifield, November 9, in the 29th year of Henry VIII., before Sir Nicholas Wadham, J.P., Sir Henry Daubeny, Lord Daubeny, desires :—*

This indenture made October 16 in the 29th year of Henry VIII., 1537, between Henry Daubeny, knight, Lord Daubeny : and Sir Hugh Poulet, knight, and Dame Elizabeth Speke, widow, witnesseth that Lord D. for 160*l.* hath sold to H. P. and E. S. the manor of Long Ayshton and all his other messuages and lands in Long Ayshton, with all evidences concerning the premises. And Lord D. covenanteth with H. P. and E. S. that he is true owner of the manor, and that the manor is discharged of all encumbrances except the rents due to the chief lord of the fee,

and is of the yearly value of 40*l.*, over and above all charges ; and that he will make to H. P. and E. S. a good estate in the premises, and do all such thing as shall be devised, by fine or otherwise, for the further assurance of the premises to H. P. and E. S. And H. P. and E. S. grant that if Lord D. do perform these agreements, a recognisance of the same date, made upon the statute for recognisance of debts, wherein Lord D. standeth bound to H. P. and E. S. in the sum of 1,000*l.*, shall be void.

5. *At Chew Episcopi, January 23, in the 29th year of Henry VIII., before William Vowell, J.P., John Sage desires :—*

This indenture made November 20 in the 29th year of Henry VIII., 1537, between John Sage of Pridy, husbandman, and John Baber of Chewstoke, clothier, witnesseth that J. S. for 12*l.* hath sold to J. B. his tenement called Smethes in Sprod (?) Ragell in Winfrith *alias* Wynford, with all lands belonging, to hold of the chief lord of the fee by the rents accustomed, discharged of all encumbrances, except the said rents, and all evidences concerning the premises. And J. S. covenanteth to make J. B. a good estate in fee simple in the tenement, and to do all such things as shall be devised for the further assurance of the premises to J. B.

6. *At Chew Episcopi, January 20, in the 29th year of Henry VIII., before William Vowell, J.P., John Maye desires :—*

This indenture made October 8 in the 29th year of Henry VIII., 1537, between John Maye, late of Yatton, husbandman, and Thomas Horner of Mells, witnesseth that J. M. doth sell unto T. H. all his lands and rents in Huysh in Yatton, or elsewhere in Somerset, with all writings concerning the premises. And J. M. doth covenant to make T. H. a good estate in fee simple in the premises, discharged of all encumbrances. And for all the aforesaid covenants to be truly fulfilled, T. H. doth promise to pay J. M. 40*l.* whereof J. M. knowledgeth himself to have received 10*l.* and the residue shall be paid at the feast of St. Michael, 1538, and so yearly at the same feast till the said sum be lawfully paid.

7. *At Horsington, February 14, in the 29th year of Henry VIII., before Chief Justice Sir John Fitzjames, Henry Brayn desires :—*

This indenture made January 22 in the 30th year of Henry VIII., 1538, between William Carant of Toomer, knight, and Dorothy and Leonard Carant his son and daughter : and Harry Brayne of Wyngcaunton, witnesseth that H. B. hath sold to W. D. and L. C. all his lands and tenements in Wyngcaunton called Whorewood, and all his other lands in Wyngcaunton, with all evidences concerning the same. And H. B. covenanteth that the lands are of the yearly value of 6*l.*, above all charges, and that he will make a sure estate of the premises to W. D. and L. C. discharged of all encumbrances, except the rents to the chief lord of the fee ; and that within the space of one year next after the date hereof, he will do all such things which shall be reasonably devised for the further assurance of the premises to W. D. and L. C. For which sale W. D. and L. C. shall pay H. B. 40*l.* ; and within one month after the assurance of the premises to them, they will make H. B. and Margaret his wife a grant of the premises for term of their lives, yielding yearly to W. D. and L. C. at the feast of St. Michael 1*d.*

8. *At Ilchester, Thursday after the feast of St. James the Apostle, in the 30th year of Henry VIII., before George Gilbert, J.P., William Stone desires :—*

This indenture made June 8 in the 30th year of Henry VIII., 1538, between William Stone, cousin and heir of John Calowe, that is to say, son of Margery, daughter of Thomas Calowe, son and heir of John Calowe, and Thomas Devenysche, witnesseth that W. S. for 10*l.* 10*s.* hath sold to T. D. all his messuages and lands in Compton Dundon and all evidences concerning the premises. And W. S. covenanteth to make a good estate in fee simple in the premises to T. D., and that he is rightful owner of the premises ; and that the premises shall be discharged of all encumbrances, except the rents to the chief lord of the fee ; and that he will do all such thing as shall be desired by T. D. to make a sure estate in the premises to T. D. And T. D. grants to W. S. that if W. S. do truly perform all these covenants, then

an obligation of the same date wherein W. S. standeth bound to T. D. in the sum of 20*l.* shall be void.

9. *At Ilchester, the same day, before George Gilbert, J.P., Richard Kayleway desires :—*

To all to whom these presents may come, I, Richard Kayleway, son and heir of John Kayleway, send greeting. Know that I have sold to John Devenyll one tenement in Kingesdon Cary, with all lands belonging, and all my other lands in Kingesdon Cary, to hold of the chief lord of the fee by the rents accustomed. And I warrant J. D. in the premises, and have appointed John Tomsyn and John Pollett my attorneys to give possession of the premises to T. D. Given July 27 in the 30th year of Henry VIII., 1538. *Latin.*

10. *At Ilchester, Thursday in the second week of Lent, in the 30th year of Henry VIII., before William Vowell, J.P., John Roynon desires :—*

This indenture made August 10 in the 30th year of Henry VIII., 1538, between John Roynon of Compton Martin and John Bisse of Pensford witnesseth that J. R. hath sold to J. B. all his lands and rights in Pensford and Bellewton *alias* Belton, with all evidences concerning the premises. And J. R. covenanteth to make J. B. a good estate in the premises in fee simple ; and that the premises are of the yearly value of 6*l.* 6*s.* 6*d.* above all charges ; and that the premises shall be discharged of all encumbrances, except leases granted to David Crateway, John Underwood, William Harris, John Houper, Richard Camp, John Pound, and John Lader, severally, of parcels of the premises, and the rents due to the chief lord of the fee ; and that he will redeem at his own cost such interest as Richard Horsington hath in certain parcels of the premises in Pensford by his grant. And for these covenants to be observed by J. R., J. B. covenanteth to pay J. R. 12*6l.* 10*s.* and 43*s.* 4*d.* to redeem the interest of Richard Horsington.

*Latin.* Be it known that I, J. R., by these presents have confirmed to J. B. all my lands in Pensford and Belton *alias* Bellewton, to hold of the chief lord of the fee by the rents accustomed ; and I warrant J. B. in the premises, and have appointed

Walter Stevyns, baker, and Robert Strongbowe, smith, my attorneys to give possession of the premises to J. B.

11. *At Wells, Tuesday after the feast of the Epiphany, in the 30th year of Henry VIII., before William Portman, J.P., Thomas Roynon desires :—*

This indenture made December 4 in the 30th year of Henry VIII., 1538, between Thomas Roynon of Byckefeld in Compton Martin, esquire, and William Walton the elder, gentleman, witnesseth that T. R. for 16*l.* 13*s.* hath sold to W. W. all his lands and messuages in Werne, Bowdowne, Hamdowne and Pulmede by Langport, with all evidences concerning the premises. And T. R. doth covenant that the premises are discharged of all encumbrances, except the rents due to the chief lord of the fee, and that he will make a good estate of the premises to W. W. by fine or otherwise.

12. *At Wells the same day, before William Portman, J.P., Thomas Roynon desires :—*

This indenture made December 24 in the 30th year of Henry VIII., 1538, between Thomas Roynon (*as in No. 11*) and Giles Peny, witnesseth that T. R. hath sold to G. P. all his lands and tenements in Olde Socke, Astyngton and Mudford Terry, with all evidences concerning the premises. And T. R. doth covenant that he is true owner of the premises ; and that the premises are discharged of all encumbrances, except the rents due to the chief lord of the fee ; and that the premises are of the yearly value of 102*s.* 8*d.*, above all charges ; and that he will make a good estate of the premises to G. P., and within the space of three years next ensuing do all such things as shall be devised by G. P. for the further assurance of the premises to G. P. by fine or otherwise. For which covenants G. P. hath paid T. R. 100*l.* ; and to all such covenants to be fulfilled by him T. R. bindeth himself to G. P. in the sum of 210*l.*

13. *At Ilchester, Thursday in the second week of Lent, in the 30th year of Henry VIII., before William Vowell, J.P., Thomas Coker of Ayshe desires :—*

This indenture made September 30 in the 30th year of Henry



VIII., 1538, between Robert Beckham of Wells, gentleman, and Thomas Coker of Aysche in Dorset, witnesseth that T. C. for 40*l.* hath sold to R. B. one burgage called 'the Bulle' in Wells in the north part of the High Strete between the tenement of Thomas Clerk, skinner, in which John Giles, 'weyver,' late dwelled on the west, and a void ground of the master and commonalty of Wells, which John Morrew *alias* Mellis, 'towker,' late held, on the east; one close of pasture lying at Easton in the parish of Wells;  $3\frac{1}{2}$ *a.* of arable land in Walcombe field; a parcel of meadow in Powlesham mede containing 100*a.*;  $\frac{1}{2}$ *a.* of arable land in the west part of Wykefield, and all the premises which Richard Mulgrove, shoemaker, late held, with all evidences concerning the premises. And T. C. covenanteth that he hath full power to make a sale of the premises to R. B.; and that the premises are discharged of all encumbrances, the rents due to the chief lord of the fee excepted; and that he will make a good estate of the premises to R. B. And T. C. will advow any action which R. B. shall take in the name of T. C. in any court against any person for any trespass done upon the premises, or any profit to be taken concerning the same, at the charges of R. B. And T. C. will do all such things as shall be devised by R. B. for the further surety of the premises to R. B. by fine or otherwise.

14. *At Ilchester, April 10, in the 30th year of Henry VIII., before John Porter, J.P., John Sherard desires:—*

To all to whom these presents shall come, I, John Sherard, cousin and heir of John Sherard, son and heir of Richard Sherard, son and heir of Thomas Sherard, deceased, send greeting. Know that I have sold to Giles Peny all my lands and tenements in East Chinnock, with all writings concerning them, for 4*l.*, to hold of the chief lord of the fee by the rents accustomed. And I warrant G. P. in the premises and have appointed George Middleton and John Quarrell my attorneys to give possession of the premises to G. P. Given April 9 in the 30th year of Henry VIII., 1539. *Latin.*

15. *At Wells, January 8, in the 31st year of Henry VIII., before William Vowell, J.P., Thomas Ede desires:—*

This indenture made November 16 in the 31st year of Henry

VIII., 1539, between Thomas Ede, son and heir of John Ede of Combersbury, gentleman, and Edmund Leverage of Wrington, gentleman, witnesseth that T. E. for 20*l.* whereof 20 marks is paid at the ensealing hereof, and 10 marks the residue is to be paid at the feast of the Nativity of St. John Baptist next, hath sold to E. L. all his lands and tenements in the lordship of Kingston Seymour and elsewhere in Somerset, to hold of the chief lord of the fee, discharged of all encumbrances, except the rents to the chief lord of the fee ; with all deeds concerning the premises.

And T. E. doth covenant to make E. L. such a sure estate in the premises as shall be devised by E. L. and within six months to do all such things as shall be required for the further assurance of the premises to E. L. To all which covenants, truly to be performed, we T. E. and E. L. bind us by these presents.

16. *At South Perrott, January 16, in the 31st year of Henry VIII., before Sir Hugh Poulet, J.P., Henry, Earl of Bridgwater, desires :—*

This indenture made September 16 in the 31st year of Henry VIII., 1539, between the right honourable Henry, Earl of Bridgwater, and Sir Thomas Arundel, knight, witnesseth that the Earl hath sold to T. A. the manor of North Perrott and the advowson of the parish church of the same, with all rights belonging in Pepulpen and North Perrott, and all writings concerning the premises. And the Earl covenanteth that he will make a good estate in the premises in fee simple to T. A. ; and that by the feast of St. Michael, 1540, the premises shall be discharged of all encumbrances except the title to all such lands in Pepulpenne and North Perrott which by the will of Sir John Bickenell, knight, should come to the heirs of Sir William Seyntmaure, knight, if the Earl die without issue male, and the rents due from the premises ; and that he will do all such things for the further assurance of the premises to T. A. as shall be devised by T. A. ; and that the premises are of the yearly value of 30*l.* above all charges ; and that he hath full power to sell the premises, to T. A. For which covenants T. A. hath paid the Earl 370*l.*

17. *At Ilchester, Thursday in the second week of Lent, in the 31st year of Henry VIII., before Nicholas Fitzjames, J.P., John Sherard desires :—*

To all to whom these presents shall come, I, John Sherard (as in No. 14), send greeting. Know that I have sold to John Genyng one burgage in Yevell in a lane called Quedam Strete between the land of J. G. on the east and the land of Giles Hyll, gentleman, on the west, with all writings concerning the premises, for 40s., to hold of the chief lord of the fee by the rents accustomed. And I warrant J. G. in the premises and have appointed William Stone and John Dyrdo my attorneys to give possession of the premises to J. G. Given November 30 in the 31st year of Henry VIII., 1539. *Latin.*

18. *At Taunton, Tuesday after the feast of the Trinity, in the 34th year of Henry VIII., before John Wyndham, J.P., James Carsleigh desires :—*

To all to whom these presents shall come, I, James Carsleigh, son and heir of Richard Carsleigh, son and heir of John Carsleigh, son and heir of Peter Carsleigh, deceased, send greeting. Know that I, for 20*l.* paid to me by Stephen Carsleigh, have sold unto him all my lands and tenements in Churchill and Lyncombe in the parish of Wyndescombe ; my tenement, curtilage and garden in the city of Wells in the north side of Chamberlayne Street, between the tenement of John Gaye on the east and extending to Mundays mede on the north ; one tenement, curtilage and 'shoppe' in the borough of Wedmore ; one tenement with a curtilage and garden on the west side of Pyllstrete in Wells called Dinghill, between a tenement of the Dean and Chapter which Walter Baker lately held on the south, a lane leading to Milton on the north, the King's highway of Pillstrete on the east, and the garden of William Poore on the west ; and all my other lands and messuages in Somerset ; to hold of the chief lord of the fee by the rents accustomed. And I warrant S. C. in the premises, and have appointed John Carsleigh, clerk, Richard Crosse and Roger Stephens my attorneys to give possession of the premises to S. C. Given May 19 in the 34th year of Henry VIII., 1542. *Latin.*

## Roll II.

19. *At Knight's Sutton, October 29, in the 34th year of Henry VIII., before John Nywton, J.P., John Seyntlowe, knight, desires:—*

This indenture made August 16 in the 34th year of Henry VIII., 1542, between John Seyntlowe of Sutton, knight, and Thomas Clerck of Wokye, esquire, witnesseth that J. S. for 80*l.* 10*s.* hath sold to T. C. all his manor of Lokkyng and Lokkynghed and all houses, lands, rights and franchises belonging to the same, and all other hereditaments which within twenty years before the date hereof have been known to be part of the manor, with all deeds concerning the said manor. And J. S. covenanteth with T. C. to make a good estate in fee simple to T. C. in the said manor, which is discharged of all encumbrances, leases for term of life, the rent to the chief lord of the fee, the dower of Dame Margaret, wife of J. S. and fines of alienation of estate, if any, excepted—which dower J. S. doth covenant to discharge; that the manor is of the yearly value of 38*l.* 10*s.* above all charges; that he is the true owner of the manor, and will do all things, by fine or otherwise, as T. C. shall require, for the sure making of the said manor to T. C.

20. *At Wells, April 17, in the 33rd year of Henry VIII., before Nicholas Fitzjames, J.P., William Popley desires:—*

This indenture made February 4 in the 33rd year of Henry VIII., 1542, between William Popley of Chithurne in Wyltes, gentleman, and William Dale of Yatton, yeoman, witnesseth that W. P. hath sold to W. D. his messuage called Willetts Place with all lands belonging to the same in Butcombe and Blakdon which were in the tenure of John Wyllett, deceased, and all deeds concerning the same. And W. P. covenanteth with W. D. that he is true owner of the premises, and will make to W. D. a lawful estate in the premises, discharged of all encumbrances, the rent to the lord of the fee only excepted, by fine or otherwise, and will be ready to discharge the premises of any recognisance before this made. And W. P. promiseth before the feast of All Saints next coming to redeliver to W. D. a decree of the sale made by the late Prior of Worspryng to Sir John Seyntlowe

and Thomas Horner, esquire, of the premises, under the seal of the court of Augmentation taking of W. D. for the cost of the same 40s. ; and at the request of W. D. shall be at the enrolling of this deed before one of the Justices of the Peace, and the clerk of the peace within three months after the date hereof ; and to knowledge that W. D. shall occupy the premises without interruption of W. P. For which sale W. D. covenanteth to pay W. P. 100*l.* ; 60*l.* at the ensealing hereof, 20*l.* March 1st next coming at the Backhall in Brystowe and 20*l.* at the Backhall in the feast of Saint Michell next. Witnesses : John Thorne of Bristowe, merchant, Edward Prygn, of the same, merchant, Thomas Taillor and John Stretyng of Yatton.

21. *At Wells, September 14, in the 34th year of Henry VIII., before Thomas Horner, J.P., Roger Basyng desires :—*

This indenture made September 10 in the 34th year of Henry VIII., 1542, between Roger Basyng of Cisester in Gloucs., gentleman, and John Horner of Stoke, gentleman, witnesseth that R. B. for 400*l.* hath sold to J. H. his manor of Cloford and all his lands in Cloford, Noney, Troctoio hill, Leighton, Est Pennard, Dychesyate, Alampton, or elsewhere in Somerset, which are of the yearly value of 36*l.* 13*s.* 4*d.* above all charges, and all evidences concerning the premises. And R. B. covenanteth with J. H. that he shall at this side the feast of All Saints next coming, make unto J. H. a lawful estate in fee simple in the said lands, discharged of all encumbrances, the dower of Anne, wife of Thomas Bampfyld, esquire, and Agnes wife of R. B. only excepted, which dower R. B. doth covenant to discharge. And R. B. doth covenant with J. H. within the term of seven years to do all things for further surety to be made to J. H. in the premises, by fine or otherwise ; and that if the premises be above the yearly value of 36*l.* 13*s.* 4*d.* he shall pay to R. B. as much money besides the 400*l.* as the yearly value doth amount to over 36*l.* 13*s.* 4*d.* after the rate of twenty years' purchase ; and if R. B. before the feast of Saint Michell, 1543, pays to J. H. 400*l.* it shall be lawful to R. B. to re-enter the premises, and all assurance made to J. H. shall be void.

22. *At Long Ashton, February 12, in the 34th year of Henry VIII., before William Vowell, J.P., Edward Byssehope desires :—*

This indenture made between Edward Byssehope of Churchill, frankelyn, and Thomas Tore of the same, husbandman, witnesseth that E. B. for 20 marks hath sold to T. T. a capital messuage called Stocke and all his lands in Stock and Synderlond in Churchill. And for the more surety of the premises to be made to T. T., E. B. covenanteth with T. T. that he hath full power to sell the same, and that he will make a good estate of fee simple in the premises to T. T. and do all such things as T. T. shall devise for the better surety of T. T. in the premises, according to the intent of this indenture, by fine or otherwise, discharged of all encumbrances, the rent due to the lord of the fee only except. Furthermore, E. B. selleth to T. T. all deeds concerning the premises, and covenanteth that T. T. shall peaceably be seised of the premises, and enjoy the profits thereof. Given January 13 in the 34th year of Henry VIII., 1543.

23. *At Long Ashton, February 12, in the 34th year of Henry VIII., before William Vowell, J.P., Edward Byssehop desires :—*

This indenture between Edward Bisehopp, son and heir of Thomas Byssehop late of Horton in Gloucs., frankelyn, now deceased, and John Bodman the younger of Churchill, husbandman, son of Richard Bodman the elder and Isabell his wife, witnesseth that E. B. for 5*l.* hath sold to J. B. all his lands and estate in Sulleigh besides Langford. And for the more surety of the premises to J. B., E. B. covenanteth that he hath full power to sell the same and that he will make a good estate in fee simple in the premises to J. B. and will do all such things as shall be devised for the better assurance of J. B. in the premises, by fine or otherwise, discharged of all encumbrances, the rents to the lord of the fee only except. And E. B. selleth to J. B. all deeds concerning the premises, and covenanteth that J. B. shall peaceably be seised of the premises and enjoy the profits thereof. Given October 20 in the 34th year of Henry VIII., 1542.

24. *At Crewkerne, Tuesday in the third week of Lent, in the 34th year of Henry VIII., before Alexander Popham, J.P., George Bounce desires :—*

This indenture made February 23, in the 34th year of Henry VIII., 1543, between George Bounce of Bristowe, son and heir of Richard Bounce, and John Snowe of Langport Estover, witnesseth that G. B. hath sold to J. S. one burgage in Langport Estover in the Highstrete, between the tenement of the church of Langport in the east and a tenement of Alice Wyttecombe on the west, and all his lands in Langport Estover, for 6*l.* 13*s.* 4*d.* And G. B. covenanteth to make to J. S. a good estate in the premises by fine or otherwise, and to do all such things for the further 'suretee' of the premises to J. S. as shall be reasonably required. And G. B. covenanteth that the premises before the feast of Penthecoste next shall be quit of all encumbrances, the rents to the chief lord of the fee only except, and selleth to J. S. all deeds concerning the premises.

25. *At Ilchester, Tuesday after Easter in the 34th year of Henry VIII., before Alexander Popham, J.P., Margaret Byffyn desires :—*

This indenture made March 6, in the 34th year of Henry VIII., 1543, between Margaret Byffin of North Petherton, widow, and William Byfyn of North Petherton, 'taillour,' her son, witnesseth that M. B. in lawful widowhood, for a certain sum of money, hath sold to W. B. all her part of a messuage called Allercote in Tymbercombe or Imbercombe and all the lands to the said messuage belonging, with all other her lands in Timbercombe or Imbercombe. And M. B. covenanteth with W. B. to do all such acts as before the feast of Pentecost next coming shall be advised by W. B. for the further assurance of the premises to W. B. by fine or otherwise. And W. B. covenanteth with M. B. that he within three months next ensuing shall make to M. B. a deed of grant of an 'annuytie' of 40*s.* to be paid unto M. B. yearly during her life at four terms of the year by even portions, and after her death to pay unto Marmaduke Byfyn 26*s.* 8*d.* by the year, with clause of distress to be taken in the premises for payment of the said rents.

26. *At Cloford, July 20, in the 35th year of Henry VIII., before John Mawdeley, J.P., Nicholas Alwodde desires :—*

This indenture made May 28 in the 35th year of Henry VIII., 1543, between Nicholas Alewodde of Clofford, frankelyn, and Richard Alwodde, his son, witnesseth that N. A. for 10*l.* hath sold to R. A. all his tenement, with the barton and closes belonging, in Clofford, in which N. A. now dwelleth, and all parcels of land hereafter mentioned, that is : a 'medowe' called Brode Medowe containing 8*a.*, another meadow of 2½*a.*, called the under parrocks ; a mead called North Mede, 4*a.* ; two closes of pasture, 10*a.*, upon the grove, another close called 'the lytell long hays,' a pasture containing 5*a.* called Ympehays, a little grove of wood called Alwodde grove, 4*a.* of arable land in the West Fylde and common for 10 'swyne or hoggs' in Pestilbury, to have and to hold to R. A. and his heirs male, and for 'defaute' of such issue the premises to remain after the decease of R. A. and Agnes his wife unto Water Allwod, son of N. A. and the heirs male of his body and for 'default' of such issue, unto the heirs male of the body of R. A. and in 'default' to the heirs of the body of Water, and in 'default' to the right heirs of N. A. And N. A. hath sold unto R. A. all writings concerning the premises, and doth covenant that the premises are of the yearly value of 40*s.* discharged of all encumbrances, and that he is true owner of the premises and hath power to sell the same.

27. *At Cloford, the same day and year, before the said John Mawdeley, Nicholas Alwodd desires :—*

This indenture made May 28 in the 35th year of Henry VIII., 1543, between Nicholas Alwodd of Clofford, frankelyn, and Water Alwodd his son, witnesseth that N. A. for 20*l.* hath sold to W. A. a 'roveles' tenement called Davys and two closes of ground in Cloford, that is to say, a close of pasture ground called Davys containing 3*a.*, another close of pasture called Westhey, 8*a.* ; 3*a.* of 'mede' whereof 1*a.* lyeth in Cloford more, ½*a.* in Brode-mede, 1*a.* in Millhams, ½*a.* in Southfylde ; 4*a.* and 3 yards of arable land in the South Fyld, and 9*a.* of arable land in the North Feld. To have and to hold to W. A. and the heirs male of his body, and in 'defaute' of such issue to remain to Richard



Alwood his brother and the heirs male of his body, and in 'default' of such issue to the heirs of the body of W. A., and in 'default' of such issue to the heirs of the body of R. A., and in 'default' of such issue to the right heirs of N. A. And N. A. covenanteth with W. A. that the premises shall be discharged of all encumbrances and hath sold to W. A. all writings concerning the premises.

28. *At Bridgwater, Tuesday next after the feast of St. Matthew, in the 35th year of Henry VIII., before Alexander Popham, J.P., Peter Palmer desires :—*

This indenture made September 10 in the 35th year of Henry VIII., 1543, between Peter Palmer, son of Richard Palmer of Wutton, yeoman, and John Squyer of Langporte, willomaker, witnesseth that P. P. for 6*l.* 6*s.* 8*d.* hath sold to J. S. all his lands and tenements in Langport in the north part of the Hygh Strete, between the decayed burgage of Richard Squyer of the east part and the burgage belonging to the church of Langport in the west part which is commonly reputed for two burgages. And P. P. covenanteth with J. S. within one year following to make to J. S. a good estate in fee simple in the premises, and that he is very owner of the two burgages by just title, and P. P. doth covenant to deliver to J. S. all deeds concerning the premises, and that the said lands be discharged of all encumbrances, the rents due to the chief lord of the fee only except. To all which covenants truly to be observed, P. P. bindeth himself to J. S. in the sum of 20*l.*

29. *At Bridgwater, the same day and year, before William Portman, sergeant-at-law, J.P., Robert Jerard desires :—*

This indenture made September 19 in the 35th year of Henry VIII., 1543, between Robert Jerard of Sampforde, gentleman, and Richard Peram of Rympton, gentleman, witnesseth that R. J. for 50*l.* hath sold to R. P. all his part of the manor of Herforde and all his lands in Harforde aforesaid or elsewhere to the said manor appertaining, and all the scripts concerning the premises. And R. J. covenanteth with R. P. that he is true owner of the premises, and that the manor is of the yearly

value of 51s. 6d., discharged of all encumbrances, the rents due to the chief lord of the fee and leases for term of life or years only excepted. And that he will make to R. P. a good estate in fee simple in the premises, and after the feast of St. Michael next, do anything by fine or otherwise as shall be reasonably advised by R. P. for the assurance of the premises to R. P. Nevertheless, R. P. covenanteth with R. J. that if R. J. within four years next do pay R. P. 50l., with all such expenses as R. P. shall sustain about the premises, that then R. P. shall be seised of the premises to the use of R. J., and shall deliver the scripts concerning the premises to R. J.

30. *At Bruton, the last day of November, in the 35th year of Henry VIII., before Anthony Gilbert, J.P., John Barborne desires :—*

To all to whom these presents shall come, I, John Barborne, of South Cheriton, 'taillor,' son and heir of Henry Barborne, deceased, have sold to John Stacey all my lands and tenements in South Cheryton and Horssyngton and all scripts concerning the premises for 100l., to have and to hold to J. S. of the chief lord of the fee. And I appoint William Hanam and John Hanam of Throop my attorneys to give full possession of the premises to J. S. Given October 10 in the 35th year of Henry VIII., 1543. *Latin.*

31. *At Redlynch, December 20, in the 35th year of Henry VIII., before Nicholas Fitzjames, J.P., Robert Poncherdon desires :—*

This indenture made December 13 in the 35th year of Henry VIII., 1543, between Robert Poncherdon of Whytchurche in the parish of Henggistrigge, gentleman, and William Michell the elder of Hollwalle, witnesseth that R. P. hath sold to W. M. for 41l. all his lands and tenements in the field and village of Wyke in Milborne Porte, which John Kyng now holds, with all deeds concerning the said lands; and R. P. warranteth the premises to be discharged of all encumbrances, and covenanteth to make unto W. M. such sure estate in the premises by fine or otherwise as shall be advised by W. M. And where R. P. standeth bound to W. M. by his writing obligatory bearing the date December 13

in 400l., nevertheless W. M. granteth that if R. P. do fulfil all the covenants above rehearsed this writing shall be of none effect.

32. *At Crewkerne, March 16, in the 35th year of Henry VIII., before John Mawdeley, J.P., Edward Knollis desires :—*

This indenture made January 12, in the 35th year of Henry VIII., 1544, between Edward Knollis of Knoll and John Genge *alias* Webber of Whytlakyngton, witnesseth that E. K. for 11l. hath sold to J. G. all his lands and tenements in Whytlakyngton, with all scripts concerning the premises. And E. K. covenanteth with J. G. that he is true owner of the premises, and that they are discharged of all encumbrances, the rent due to the chief lord of the fee only excepted, and are of the yearly value of 6s. 8d. And E. K. covenanteth before the feast of Saint Michael next ensuing, to make to J. G. a good estate in fee simple of the premises, and to do all things for the further 'suretee' of the premises by fine or otherwise as shall be devised by J. G. And E. K. covenanteth with J. G. that all persons which now be seised of any part of the premises, shall from the date hereof be seised to the use of J. G. To all which covenants to be observed on his part, E. K. bindeth himself to J. G. in 20l. to be paid to J. G.

33. *At Ilchester, Tuesday after Easter, in the 35th year of Henry VIII., before Nicholas Halliswell, J.P., James Colles desires :—*

This indenture made the last day of December in the 35th year of Henry VIII., 1543, between James Colles *alias* Lantrowe of Elmer, husbandman, and John Baker of Huysche, yeoman, witnesseth that J. C. for 10l. hath sold to J. B. his two burgages with the gardens, orchards and yards belonging in the Borowe of Wachett, and 2½a. of land, whereof 1a. lieth in the 'est comon fyld' of Wachett and the other 1½a. in the south-west side of the said borough, all in the tenure of John Porter of Wachett; and all his tenement with 5a. of land in Willeton, now in the tenure of John Gymlett, with all his other lands in Wachett and Williton, reputed to be part of the premises and all deeds concerning the premises. And J. C. cove-

nanteth with J. B. that he is true owner of the premises, and that they are discharged of all encumbrances, the rents due to the chief lord of the fee only excepted. And for the further assurance of J. B. in the premises J. C. covenanteth to make to J. B. a good estate in the premises by fine or otherwise.

34. *At Sherborne in Dorset, May 22, in the 36th year of Henry VIII., before Anthony Gilbert, J.P., John Horsey, knight, desires :—*

This indenture made October 2 in the 35th year of Henry VIII., 1543, between Sir John Horsey of Clyffton, Dorset, knight, and John Sydenham of Brympton, esquire, witnesseth that J. H. for 23*l.* hath sold to J. S. all his lands and tenements in Stoke Gumer with all deeds concerning the premises. And J. H. covenanteth with J. S. that he is true owner of the premises, and that they are of the yearly value of 19*s.* 2½*d.*, above all charges, the rents going out of the premises only excepted, and before the feast of the Purification next coming shall be discharged of all encumbrances, the rent due to the chief lord of the fee, and reasonable leases for term of lives or years only excepted, and also except such title of dower as Dame Johane wife of J. H. shall have to the third part of the premises for term of her life, and such recognisances wherein J. H. standeth bound, of which title of dower and recognisances J. H. covenanteth to acquit J. S. ; and also J. H. covenanteth to make to J. S. a good estate in fee simple in the premises by fine or otherwise, and do all such things as shall be reasonably devised by J. S. for the further assurance of the premises.

35. *At Sherborne, May 21, in the 36th year of Henry VIII., before Anthony Gilbert, J.P., John Horsey, knight, desires :—*

This indenture made October 12 in the 35th year of Henry VIII., 1543, between Sir John Horsey of Clifton, Dorset, knight, and John Wyndham of Orchard, esquire, witnesseth that J. H. hath sold to J. W. all his messuages in Donyfforde in the parish of Saynt Deacones, and all his lands to the said messuages belonging, with all deeds concerning the premises. And J. H. covenanteth with J. W. that he is true owner of the premises and that they are of the yearly value of 3*l.* 1*s.* 8*d.*, above all charges,

the rent suits going out of the premises only excepted, and before the feast of the Purification next coming shall be discharged of all encumbrances, the rents due to the chief lord of the fee and leases for term of life or years, the title of dower of Dame Johane Horsey (*as in No. 34*) and recognisances wherein J. H. standeth bound, excepted; of which title of dower and recognisances J. H. covenanteth to acquit J. W. And J. H. covenanteth with J. W. to make to J. W. a good estate in fee simple in the premises by feoffment or otherwise as shall be reasonably devised by J. W.; and that he will within two years next ensuing do all things for the further assurance of the premises to be conveyed to J. W. by fine or otherwise. In consideration of which sale and agreements J. W. promiseth to pay to J. H. 74*l*.

36. *At Bruton, October 12, in the 36th year of Henry VIII., before Anthony Gilbert, J.P., John Buckland desires:—*

This indenture made August 8 in the 36th year of Henry VIII., 1544, between John Buckland of Westharpstre, gentleman, and William Godffrey of Haygrove in Briggewater, husbandman, witnesseth that J. B. for 12*l.*, 6*l.* to be paid at the day of the sealing of these presents and 6*l.* on September 22 next ensuing, hath sold to W. G. all his tenements in the west side of the town of Briggewater before St. Anthonies Crosse, now in the tenure of Denys Russell, widow, and two closes of pasture containing 10*a.* called the Church crofts in Haigrove, between one close called Marlcroft being the 'Kynngs grace' ground on the south side and my lord the Erle of Hertforde on the north side, in the tenure of W. G.; and all deeds concerning the premises. And J. B. covenanteth with W. G. at this side the feast of St. Andrew next coming, to make to W. G. a sure estate in fee simple in the premises by fine or otherwise, discharged of all encumbrances except the rent due to the chief lord of the fee.

37. *At Mells, September 22, in the 36th year of Henry VIII., before Thomas Horner, J.P., Giles Horssyngton desires:—*

This indenture made April 1 in the 35th year of Henry VIII., 1544, between Gyls Horssyngton of Poucklechurch in Gloucs., gentleman, and John Chylton of Melles, husbandman, witnesseth

that G. H. for 25*l.* 6*s.* 8*d.* hath sold to J. C. all his messuages and lands in Vobster in the parish of Mells, which G. H. had of the grant of John Horssyngton, his father, deceased, with all writings concerning the premises which he now hath, and true copies of all others making mention of the lands. And G. H. doth covenant with J. C. that he is true owner of the premises and that he will make to J. C. a good estate in fee simple in the premises by fine or otherwise, discharged of all encumbrances, and will do all such things as shall be devised by J. C. within three years next ensuing for his further assurance in the premises.

38. *At Brewton, January 24, in the 36th year of Henry VIII., before Anthony Gilbert, J.P., William Bolsome and George Bolsome desire :—*

This indenture made November 12 in the 36th year of Henry VIII., 1544, between William Bolsome of Pytcombe, yeoman, and George Bolsome his son : and Robert Hodgys of Mylton Podymere witnesseth that W. B. and G. B. for 26*l.* have sold to R. H. all their lands and tenements in Mylton Podymere and Bryghampton, with all deeds concerning the premises, and true copies of all writings concerning the premises mixed with any other lands. And W. B. and G. B. covenant with R. H. to make to R. H. a good estate in fee simple in the premises by fine or otherwise, and that the premises be discharged of all encumbrances, except one lease made by W. B. of the premises in Mylton Podymere to Robert Mogge for term of three lives and another made of the premises in Bryghampton to John Ruddocke for term of two lives, and the rents due to the chief lord of the fee. And W. B. and G. B. covenant with R. H. that they have a lawful estate in the premises and that the premises are of the yearly value of 26*s.* ; and that they will do all such things for the further assurance of the premises to R. H. as shall be devised by R. H. by fine or otherwise.

39. *At Wells, January 10, in the 36th year of Henry VIII., before William Vowell, J.P., Thomas Jonys desires :—*

This indenture made between Thomas Jonys of Wokey, yeoman, and Thomas Semarcke of Congresburye, gentleman, wit-

nesseth that T. J. for 10*l.* hath sold to T. S. a messuage called Jocys place with a toft, two gardens, 10*a.* of land, 5*a.* of 'medowe' and a wood in Cheddar and Carsclyffe and all his lands in Cheddar and Carsclyffe and all other his lands to the same pertaining; and for the more surety of the premises to T. S., T. J. covenanteth that he hath full power to sell the premises, and will make a good estate in fee simple in the premises to T. S. and do all such things as T. S. shall devise for the assurance of T. S. in the premises by fine or otherwise, discharged of all encumbrances, the rents due to the lord of the fee only except. And T. J. selleth to T. S. all deeds concerning the premises; and covenanteth that T. S. shall peaceably be seised of the premises and occupy the same. Given December 5 in the 36th year of Henry VIII., 1544.

40. *At Wells, March 4, in the 36th year of Henry VIII., before Sir John Newton, and William Vowell, J.P.s, John Seyntloo desires :—*

This indenture made March 2 in the 36th year of Henry VIII., 1545, between John Seyntlowe of Knyghtes Sutton, knight, and James Bysse of Stoke Saynt Mighell, 'clothyar,' witnesseth that J. S. has sold to J. B. his four messuages, two mills, that is to say, one stone mill, and one 'fullyngmyll,' 120*a.* of land, 'medowe' and pasture and 16*a.* of wood in Stoke Saynt Mychell, now in the tenure of Margaret Fussell, widow, John Townsend, John Bysse the elder, Johan Pratment, widow, James Long and Robert Cutler, and also his four messuages, one toft and 162*a.* of land, 'medowe' and pasture, lying unto the messuages, in Newmanstrete in the parish and 'felde' of Dulting now in the tenure of Water Whyte, John Nycholls, John Pope and John Wolforde the younger, and all other his lands and rights in Stoke Seynt Michell and Newmanstrete in Dulting, which have been within the space of ten years past reputed to be part of the premises, with all deeds concerning the premises. And J. S. covenanteth with J. B. that he is true owner of the premises and that they are of the yearly value of 2*l.* 19*s.* 2½*d.* above all charges—the rents going out of the premises only excepted—discharged of all encumbrances, the rents due to the chief lord

of the fee, leases for term of life, such interest as Dame Margarete now wife of J. S. hath to the third part of the premises for time of her life for her dower, and recognisances wherein J. S. standeth bound, excepted, of which dower and recognisances J. S. covenanteth to acquit J. B. And J. S. covenanteth with J. B. to make unto J. B. a good estate in fee simple in the premises by fine or otherwise, and within the space of two years next ensuing to do all such things as shall be devised by J. B. for the further assurance of the premises to J. B. For which sale and agreements J. B. covenanteth to pay J. S. 80*l*.

41. *At Ilchester, Monday in the second week of Lent, in the 36th year of Henry VIII., before Michael Malett, J.P., Thomas Bampfeld desires :—*

This indenture made January 17 in the 36th year of Henry VIII., 1545, between Thomas Bampfeld of Nywton Seyntlowe, esquire, and Henry Dampier of Weston Bampfeld, husbandman, witnesseth that T. B. hath sold to H. D. his four acres of land and 'medowe' in Weston Bampfylde, in the tenure of John Dampier the elder with all deeds concerning the same. And T. B. covenanteth with H. D. that he is true owner of the premises, and that they are of the yearly value of 2*s*. 8*d*. discharged of all encumbrances; and that he will make to H. D. a good estate in fee simple in the said lands by fine or otherwise, and within the space of two years next ensuing to do all such things as shall be devised by H. D. for the further assurance of the premises to him. For which sale and agreements H. D. covenanteth to pay T. B. 3*l*., provided that in case the land be not of the clear yearly value of 2*s*. 8*d*., that then T. B. shall repay H. D. after the rate that H. D. payeth, for such portion as it shall amount unto.

42. *At Long Ashton, July 18, in the 37th year of Henry VIII., before William Vowell, J.P., John Warman desires :—*

This indenture made May 25 in the 37th year of Henry VIII., 1545, between John Warman of Sond in Wedmore, yeoman, and William Fyld of Stawton in the same parish, yeoman, witnesseth that J. W. for 26*l*. hath sold to W. F. all his houses and lands



in Wedmore, Allerton, Eston, Merke and Were and all writings concerning the premises. And J. W. covenanteth with W. F. that he is in lawful possession of the premises, and that he will make to W. F. a good estate in fee simple in the premises discharged of all encumbrances, and that he will do all such things, by fine or otherwise, as shall be devised by W. F. for the assurance of the premises to W. F.

### Roll III.

*43. The first part of this indenture is torn off; the parties to it are John and Robert (probably Horn—as in Nos. 47-49) and Walter Cretyng, to whom they sell:—*

One messuage, one toft, one garden containing  $\frac{1}{2}a.$ , . . . 26a. of land; 2a. of pasture in the 'towne and fylde' of Staunton Drew; whereof 14a. of land lie in the Northfyld towards Chewes, and 12a. in the south-west field towards Sutton. Also 4a. of pasture lying upon Staunton Downe; all which premises John Phelpys and Johane his mother now hold for term of their lives by copy of court roll, after the custom of the manor of Staunton Drew. Also one house called an ox house on the north side of the parson of Staunton's barn, lying north and south in longest and on the east the house abutteth on the King's highway from Staunton towards Brystow;  $\frac{1}{2}a.$  of 'grownde' or more lying in severalty on the west side of the ox house, now in the hands of John and Robert, with all their rights in the premises, and evidences concerning the premises. And J. and R. covenant that they are true owners of the premises, and that the premises shall be discharged of all encumbrances, the rents going out of the premises, leases for term of lives, the title of dower of Dame Margaret, now wife of Sir Thomas Arundell, knight, a rent charge granted out of the premises by the Earl of Bridgwater that now is for term of life of one Kyngdon, and all recognisances in which J. and R. now stand bound, excepted. Of which title of dower, rent-charge and recognisances J. and R. covenant to acquit W. C. And J. and R. covenant to make to W. C. a good estate in the premises by fine or otherwise, and within the space of two years to do all such things as shall be devised for the further assurance

of the premises to W. C. For which sale and agreements W. C. promiseth to pay J. and R. 20*l*.

44. *At Wells, January 8, in the 37th year of Henry VIII., before Anthony Gilbert, J.P., Thomas and John Roynon desire :—*

This indenture made September 8 in the 37th year of Henry VIII., 1545, between Thomas Roynon of Byckfelde, esquire, Kateryne his wife, and John his son and heir, and William Durneford of Wemdon, husbandman, and Johan his wife, witnesseth that T., K. and J. R. have sold to W. and J. D. one tenement in West Pury in Wemdbdon, in the 'teathing' of Samford and hundred of N. Petherton, containing one messuage, 15*a*. of land, and 1*a*. of 'medowe' whereof 2*a*. of land lieth in a close to the same messuage adjoining in the north part of the same; 3*a*. of land lieth in the Marsh in two places in a field called Godewyll; 1*a*. of land lieth in the Northfyld; 3*a*. of land lieth together, in a close called Pylcroft; 4½*a*. of land called Abye Chaterland (?) lieth together in a 'fyld' called Southfyld; 1½*a*. of land lieth in another place in the same 'fyld'; and 1*a*. of 'medowe' lyeth in Purymore in three places there. And two tenements lying at Badylmere, with all lands to the same belonging; 12*a*. called the Hampenne in Wemdon; two tenements containing one messuage, one toft, 24*a*. of land and 2*a*. of 'medowe,' whereof 6*a*. of land lieth together in one croft to the messuage adjoining in the north part, 11*a*. of land lieth in the Northfild in divers places, 1½*a*. of land lieth in the east part of a close called Medelongland; 2*a*. of land lieth in the Southfyld in two places; 1*a*. of land lieth in Pagecroft in two places; 2*a*. of land lieth in a place called Godewyll in two places; 1*a*. of 'medowe' lieth in Purymore in two places, and 1*a*. of 'medowe' lieth in Monemedede. Which premises Christopher Symons and Agnes his wife do now hold for term of their lives. With all lands which are known to be part of the premises, and all deeds concerning the premises, and copies of all other deeds concerning the premises jointly with other lands. And T., K. and J. R. covenant to make unto W. and J. D. a lawful estate in the premises, by fine or otherwise, discharged of all encumbrances, the rents due to the chief lord of the fee, and leases for term

of life or years, excepted ; and that they are true owners of the premises, and that the premises are of the yearly value of 18s. 3½d. For which sale and agreements W. and J. D. covenant to pay T., K. and J. R. 52l.

45. *At Wells, January 8, in the 37th year of Henry VIII., before Alexander Popham, J.P., John Wyndham desires :—*

This indenture made January 2 in the 37th year of Henry VIII., 1545, between John Wyndham of Orchard, esquire, and William Sittyn of Byckenoller, yeoman, witnesseth that J. W. for 77l. 1s. 8d. hath sold to W. S. all his messuages and lands in Donyford in the parish of Seynt Dacoms which J. W. lately purchased of Sir John Horsey, knight, with all deeds concerning the premises, and true copies of all deeds concerning the premises with any other lands, such copies to be written at the cost of W. S. And J. W. covenanteth with W. S. that he is true owner of the premises and that they are of the yearly value of 3l. 1s. 8d. ; and that he will make unto W. S. a good estate in the premises, discharged of all encumbrances, the rents due to the chief lord of the fee, leases for term of life or years, the title of dower of Dame Jane Wyndham now wife of Sir John Horsey and Elizabeth now wife of J. W., and recognisances wherein Sir John Horsey and J. W. now stand bounden to the King or any other persons, excepted, of which titles of dower and recognisances J. W. covenanteth to acquit W. S.

46. *At Wells, January 8, in the 37th year of King Henry VIII., before Alexander Popham, J.P., John Wyndham desires :—*

This indenture made January 6 in the 37th year of Henry VIII., 1545, between John Wyndham, and William Sytfin (*as in No. 45*), witnesseth that J. W. for 28l. 11s. 8d. hath sold to W. S. all his parcels of lands in Donyford in the parish of Seynt Dacons which are hereafter expressed, that is to say : one parcel of land called Bowerland containing 4a. ; two 'medowes,' whereof one is called Moremede, containing 2a. and the other is called Donyford Mede, containing 1a., and is in the tenure of John Westrover ; one parcel of land and pasture called Clyne, containing 4a., in the tenure of John Pynck ; one close of pasture called

the Clyffe, containing 8a., and one tucking mill in the said close now in the tenure of Thomas Hill ; two closes of land, one called Rodwerthe containing 6a., and the other called Langmede containing 3a., in the tenure of Thomas Trobridge ; one parcel of meadow called Close Mede, in the tenure of William Smart ; with the reversion of the said premises, all rents received upon any leases made of the premises, and all deeds concerning the premises. And J. W. covenants with W. S. that he is true owner of the premises, and that they are of the yearly value of 3*l.* 7*s.* 2*d.*, and that he will make to W. S. a sure estate in the premises by fine thereof to be levied by J. W. and Elizabeth his wife and to be knowledged before the King's Justice ; and that the premises shall be discharged of all encumbrances, except the rents due to the chief lord of the fee, leases for term of life or years, and recognisances wherein J. W. standeth bounden to the King or any other person, of which recognisances J. W. promiseth to acquit W. S.

47. *At Wells, January 8, in the 37th year of Henry VIII., before Anthony Gilbert, J.P., John and Robert Horn desire :—*

This indenture made September 20 in the 37th year of Henry VIII., 1545, between John Horn of Myghell Stocke, gentleman, and Robert Horn, his son and heir ; and John Gullocke of Wyke in the parish of Staunton Drew, husbandman, witnesseth that J. and R. H. for 19*l.* 3*s.* 4*d.* have sold to J. G. one messuage with all buildings and curtilages to the same belonging and 4a. of ground lying on the back side of the same tenement ; a close called Lyde containing 5a. lying between the ground that Thomas Player holdeth on the west side, and the ground of Edward Gryffith of the east side ; a close called Shortlands containing 1½a. lying between the highway on the south side and a ½a. of Thomas Sage on the north side ; a pasture called Northclose lying between a close of Richard More on the west side, and the highway on the east side, containing 4a. ; a pasture called West Close containing 3a., lying between a close of Thomas Sage's on the south side and the way on the north side ; 1a. of ground called Collpytts, lying between John Hogge's close called Bromleys on the east side, and a close of Richard Sage's on the west

side ; a close called Collpytts containing 6*a.* lying between a close of Richard Sage's of the west side and the West Fylde on the east side ; a pasture called Buckland close between an acre of land of Nicholas Wyke of the west side, and his ' mede ' called Buckland Mede on the east side ; 2*a.* of land called Lymeades between the park of Sir John Seinloo on the west side and 2*a.* of land of Nicholas Wyke on the east side ; a yard of land lying in Brodlyses mede, lying between a  $\frac{1}{2}$ *a.* of Nicolas Bayly on the west side, and a yard of Agnes Hawlis on the east side ;  $\frac{1}{2}$ *a.* of land in Players Mede on the south side of the mead by the grove side ; 6*a.* of land in Buckland Fyld, lying in three parcels ; 2*a.* of ground lying in Quarryfeld (?),  $1\frac{1}{2}$  *a.* of land lying in Staunton Feld in three parcels ; 2*a.* lying upon Staunton Downe ; all which premises are in Staunton Drew, and in the tenure of J. G. ; with all rents from any grants of the premises. And J. and R. H. covenant with J. G. that they are true owners of the premises, and that J. G. may peaceably occupy the premises from henceforth, and that they will upon request of J. G. show forth the principal deeds in defence of the title of J. G. and deliver a true copy of all such deeds to J. G. And J. and R. H. covenant to make to J. G. a good estate in the premises, and within the space of two years next ensuing to do all such things as shall be devised for the further assurance of the premises to J. G. by fine or otherwise.

48. *At Wells, January 8; in the 37th year of Henry VIII., before Anthony Gilbert, J.P., John and Robert Horn desire :—*

This indenture made September 20 in the 37th year of Henry VIII., 1545, between John and Robert Horn (*as in No. 47*) and Richard Sage of Staunton Drewe, husbandman, witnesseth that J. and R. H. for 15*l.* 6*s.* 8*d.* have sold to R. S. one messuage, with one garden and orchard to the same adjoining, containing 2*a.* of ground ; one close called Downhouse croft containing  $1\frac{1}{2}$ *a.* ; one close called Bakenham containing 1*a.* ; 7*a.* lying in Cleyfur-long in divers parcels ; 1*a.* of mead lying in two parcels ; a close of pasture containing 2*a.* lying in the south side of the common mead ; 12*a.* of arable land lying in the West Fyld in divers parcels ; 13*a.* of arable land lying in the East Fyld in divers

parcels ; 11a. of land lying upon the common of Staunton Drew ; all which premises are in the parish of Staunton Drew and in the tenure of R. S. And J. and R. H. covenant with R. S. that they are true owners of the premises, and that R. S. shall henceforth peaceably occupy them ; and that they will upon the request of R. S. show forth the principal deeds in defence of the title of R. S. in the premises, and deliver to R. S. a true copy of all such deeds. And J. and R. H. covenant to make to R. S. a good estate in the premises, and within the space of two years to do all such things as shall be devised for the further assurance of the premises to R. S.

49. *At Wells, January 8, in the 37th year of Henry VIII., before Anthony Gilbert, J.P., John Horn and Robert Horn desire :—*

This indenture made September 20 in the 37th year of Henry VIII., 1545, between John and Robert Horn (*as in No. 47*) and Nicholas Bayly of Staunton Drew, husbandman, witnesseth that J. and R. H. for 55*l.* 8*s.* 4*d.* have sold to N. B. one messuage, with all buildings to the same belonging, one barton adjoining, and 3a. lying in the backside of the tenement ; one garden on the north side ; a close called the Grove containing 3a. ; two closes newly enclosed called Nether Upcombe containing 1a. ; one close called Longmede lying between the pasture that is called Ordersham on the north and a pasture now in the tenure of Robert Bassett on the south called Old Downe, containing 3a. ; a close called Well close lying in the East Fyld containing 3a. ; 1a. of mead lying in Brodeleys mead in the common mead ;  $\frac{1}{2}$ a. of mead lying in Innock ; 11a. of land lying in the East Fyld in divers parcels ; 3a. upon the common of Staunton Drew ; four closes of pasture lying together called Butlers, containing 12a. of arable land, with a culver house in the same set ; 3a. of arable land lying in the West Fyld ; 2a. of land lying in the East Fyld ;  $\frac{1}{2}$ a. of mead in the common mead called Brodeleys Mede ;  $\frac{1}{2}$ a. of mead lying under Bromrygge corner ; 8 $\frac{1}{2}$ a. of arable land lying in the lower field in divers parcels ; 4a. of arable land in the Higher Fyld, between the park of Sir John Sentloo and Butlers Mede which Richard More holdeth ; all which tenements are in the parish of Staunton Drew and in the tenure of N. B.

And J. and R. H. covenant with N. B. that they are true owners of the premises, and that N. B. shall peaceably occupy the premises from henceforth, and upon request of N. B. they will show forth the principal deeds in defence of the title of N. B. and deliver to N. B. a true copy of all such writings. And J. and R. H. covenant to make to N. B. a good estate in the premises and within the space of two years to do all such things as shall be devised for the further assurance of N. B. in the premises by fine or otherwise.

50. *At Wells, January 8, in the 37th year of Henry VIII., before Anthony Gilbert, J.P., John Horn and Robert Horn desire :—*

This indenture made September 20 in the 37th year of Henry VIII., 1545, between John and Robert Horn (*as in No. 47*) and Thomas Sage of Staunton Drew, husbandman, witnesseth that J. and R. H. for 50*l.* have sold to T. S. one tenement, with one garden and orchard ; a mead containing 3*a.* lying nigh unto the said house ; 2*a.* of mead lying in the east side of the tenement ; one close called Enocke containing 6*a.* ; a grove of 'wodde' containing 3*a.* ; a close called Baknell containing 2*a.* ; a furlong lying nigh to the said grove containing 6*a.* ; a close called the Whete Furlong containing 3*a.* ; a close lying nigh unto Wyke lane end ; a close lying next unto Myddell Wood containing 5*a.* ; a close called the More lying nigh unto Staunton Fyld, containing 7*a.* ; a close called Buckland Mede containing 2*a.* ; a certain ground called the Varendell lying nigh ; a close called Magge Mede containing 1*a.* ; a 'pece of grounde' containing 4*a.* lying in East Filde, abutting in the east side upon Baknell ; 4*a.* more in East Fyld abutting upon a ground called Grens Yeat ;  $\frac{1}{2}$ *a.* of land lying at Enockes Style ;  $\frac{1}{2}$ *a.* of land called Blackewell ; 2*a.* lying upon the Downe nigh unto the Leygh Horner (?) ; 3*a.* lying in Buckland Fyld ;  $\frac{1}{2}$ *a.* in the same field at Magge corner ; one other messuage called Over Weke, now in the tenure of T. S., with an orchard on the west side ; a close containing 1*a.* ; a mead of 9*a.* ; a close of 3*a.* on the south side of the tenement ; a close called the Leest on the west side ; one close called Brode croft containing 4*a.* on the north side ;  $\frac{1}{2}$ *a.* called the Shortland nigh unto John Gullocks Shortland ; 2*a.* above

the hill, nigh unto the ground of Thomas Hoges ; 2a. in Wales Fyld next unto the land of T. S. in the east side ; 2a. next unto Wutcombes Yate ; 2a. of land in Wales Fyld next unto the land of John Gullock ; 1a. lying nigh unto the parson of Stauntons ground ; 2 yards abutting upon the ground of Nicholas Sage ; 1a. abutting upon the ground of Richard Sage ;  $\frac{1}{2}$ a. abutting also upon the ground of Richard Sage ;  $\frac{1}{2}$ a. lying at Helemede Yett ; 2 half acres abutting on Corells Broke ; 1 yard in Wyke Mede ; 1a. of mead lieth next unto the land of Nicholas Sage ; 11a. of land at Whytecrosse ;  $\frac{1}{2}$ a. lying under Butlers hedge ; 2a. in Buckland Fyld ; 2a. upon the Downe abutting at the gate of the three closes ; 1 $\frac{1}{2}$ a. at Bromles corner ; 2a. abutting upon the More Dyche ;  $\frac{1}{2}$ a. lying nigh unto the Culn Pytt ;  $\frac{1}{2}$ a. in Levetts Well between the land of William Harrys on both sides ; 2 half acres at Enocke Style lying on both sides of — Whytes lands ; a head  $\frac{1}{2}$ a. at Homeles corner ;  $\frac{1}{2}$ a. lying next unto the close called Corelles containing 8a. lying in the north of the land of John Hardyng ; 1a. lying nigh unto the house on the west side of John Gullocks land. All which premises are in the parish of Staunton Drew. And J. and R. H. covenant that they are true owners of the premises, and that T. S. may peaceably occupy them ; and that they will upon request of T. S. show forth the principal deeds in defence of the title of T. S., and deliver to T. S. a true copy of all such deeds. And J. and R. H. covenant to make to T. S. a good estate in the premises and within the space of two years next ensuing to do all such things as shall be devised for the further assurance of T. S. in the premises by fine or otherwise.

51. *At Ilchester, Tuesday after Easter, in the 38th year of Henry VIII., before Thomas Phelyppes, J.P., George Myddleton desires :—*

This indenture made January 12 in the 37th year of Henry VIII., 1546, between George Myddleton of West Coker, gentleman, and John Dyllyn of Hardington, husbandman, witnesseth that G. M. hath sold to J. D. a tenement in Hardyngton, 5 yards of mead, and 11a. and 3 yards of arable land in the field of Hardington, which lands and 'medowe' be among other lands



of G. M. in the parish of Hardington, and the which J. D. now holdeth. And G. M. covenanteth to make unto J. D. a sure estate in the premises, and to discharge J. D. of all charges concerning the premises, the rents due to the chief lord of the fee excepted; and that he is true owner of the premises. For which sale and covenants J. D. hath paid to G. M. 5*l.* 6*s.* 8*d.*

52. *At Ilchester, April 26, in the 38th year of Henry VIII., before Thomas Phelyppes, J.P., Thomas Marsh desires:—*

This indenture made May 4 in the 37th year of Henry VIII., 1545, between Thomas Marsh of Penne, yeoman; and John Bevyn of Lufton, gentleman, and Elys Kemer of West Chelleborough in Dorset, gentleman; that where Thomas Marsh of Marsh in Hardington hath a messuage, 26*a.* of land, 14*a.* of mead, 24*a.* of pasture, 12*a.* of wood, and 24*a.* of heath and furze in Marsh and Hardington for term of life of the lease of T. M. of Penne, the reversion thereof to me, T. M. of P., belonging, witnesseth that I, T. M. of P., have sold to J. B., and E. K. and to the heirs of E. K. my said reversion and all other my messuages and lands in Marsh and Hardington, with all deeds concerning the premises. And T. M. covenants that he is true owner of the premises, and that they are discharged of all encumbrances, the rents going out of the premises, the title of dower of Isabell, now wife of T. M. of P., and a lease made of the premises to Thomas Marsh of Marsh, excepted, of which title of dower T. M. of P. covenants to acquit J. B. and E. K. And T. M. covenants to make to J. B. and E. K. and the heirs of E. K. a good estate in the premises by fine or otherwise, and within the space of two years next ensuing do all such things as shall be devised for the further assurance of the premises to J. B. and E. K. In consideration of which sale and agreements, J. B. and E. K. promise to pay T. M. 24*l.*

53. *At Redlynch, August 27, in the 38th year of Henry VIII., before John Mawdeley, J.P., John Fulbrowe desires:—*

This indenture made July 16 in the 38th year of Henry VIII., 1546, between John Fulbrowe of Sturminster Marshall in Dorset, gentleman, son and heir of Richard Fulbrowe of Pulton or Pylton,

deceased: and Thomasyn Fitzjames of Warminster, gentlewoman, and Jeffrey Upton of Warminster, gentleman; that where William Sergaunt of Wellow and Mary his wife, late wife of the said Richard Fulbrowe now have, of the right of Mary for term of her life of the grant of R. F. one capital messuage called Fullbrow in the parish of Pulton, with all buildings, lands and profits thereto appertaining, in Pulton or elsewhere in Somerset, and within the space of twenty-four years past known as part of the premises; the reversion thereof to J. F. appertaining, witnesseth that J. F. hath sold to T. F. and J. U. and the heirs of either of them his reversion of the said capital messuage and lands which W. and M. S. now have in jointure of M. in Pulton or elsewhere in Somerset, with all deeds concerning the premises. And J. F. covenants that he is true owner of the premises, and that they are clearly discharged of all encumbrances, and that he will make to T. F. and J. U. a good estate in the premises by fine or otherwise, and within the space of two years next ensuing do all such things as shall be devised for the further assurance of the premises to T. F. and J. U. For which sale and agreements T. F. and J. U. promise to pay J. F. 3*l.*; at the ensealing hereof 20*l.*; at the feast of All Saints next coming at the dwelling-house of T. F. in Warminster 9*l.*; and at the feast of St. Philip and St. James next following 9*l.* and a gelding or 20*s.*

54. *At Redlynch, August 27, in the 38th year of Henry VIII., before Thomas Horner, J.P., Edmund Huntley desires:—*

This indenture made June 5 in the 38th year of Henry VIII., 1546, between Edmund Huntley of Brystowe, esquire, and Geffrey Upton of Wormester, gentleman, witnesseth that where John Phelps and Humfry Phelps now hold by deed bearing date March 10 in the 21st year of Henry VIII. for term of their two lives one messuage called Marowe and 35½*a.* of land, 'medowe,' and pasture to the said messuage lying, in Hunspyll, of the demise of E. H.; and that where John Treable the younger, Jone his wife, and Alyaner their daughter, now hold, by deed whose date is January 18 in the 17th year of Henry VIII., 15*a.* of pasture called Molham in Hunspyll, of the demise of E. H. for term of their lives; and where Richard, John and Robert Gyllyng have

by deed whose date is March 10 in the 21st year of Henry VIII., 12a. of land called Molham in Hunspyll for term of their lives of the demise of E. H. ; the reversion of the premises to me E. H. and Katryne my wife belonging ; now E. H. has sold to G. U. the reversion of the said messuage and lands with all the rents yearly received on the demises, and all his other rights in Hunspyll known within twelve years past as part of the premises, with all deeds concerning the premises, and true copies of deeds concerning the premises with any other lands of E. H. And E. H. covenanteth that he is true owner of the premises, and that they are of the yearly value of 5 marks, the rent going out of the premises excepted, and shall be discharged of all encumbrances, the rents due to the chief lord of the fee, leases, and the jointure of Katryn wife of E. H. excepted, of which jointure E. H. covenanteth to discharge G. U. And E. H. covenanteth to make to G. U. a good estate in the premises by fine or otherwise, and within the space of two years next ensuing to do all such things as shall be devised for the better assurance of the premises to G. U. For which sale and agreements G. U. promiseth to pay E. H. 25ol. 13s. 4d.

55. *At Wells, Friday and Sunday after the feast of the Epiphany, in the 38th year of Henry VIII., before Alexander Popham, J.P., John Bourne desires :—*

This indenture made December 31 in the 38th year of Henry VIII., 1546, between John Bourne of Bekyngton, clothier, and Thomas Webbe of the same, clothier, witnesseth that J. B. for 17l. hath sold to T. W. two messuages, two cottages, with the gardens and orchards belonging, one close of land and pasture containing 2a. and 7½a. in the 'fyld' of Beckington ; which premises lie as ensueth : one messuage, the two cottages and the close of pasture lieth together in the south part of the 'strete or high waye,' leading from the church of Beckyngton unto the town of Frome ; the 7½a. of land lieth in the 'fyld,' viz. in South Fyld 1a. lying upon Sangerston between the land of William Long upon the east side, and of Nicholas Snellyng upon the west side ; 2a. lieth next to the hedge 'shuting' down to Northemedes hedge ; 1a. 'shuting' down at the lane end of Gold's Corner ;

1a. above Brodemede upon the south side of William Smyth's towards the way ; in the North Fyld 1a. lying without Merlin Pytte Crosse between the lords land of Beckyngton upon both sides ;  $\frac{1}{2}$ a. lieth above Henmede between the land of Stephen Honycotte in the east side, and of William Hollond in the west side ; 1a. in the same ' furlonde ' between the land of Humphrey Yerbury in both sides ; all which premises were lately in the holding of Thomas Wydnam ; and the other messuage lieth near Imbers style in the east part of the street between the tenement belonging to the late Prior of Maydyn Bradeley of the south part, and the tenement of John Compton of the north part, and was lately in the holding of Thomas Stoke. And all the premises John Bourne the elder, father to the said J. B., lately purchased among other lands of Richard Cabell. And J. B. covenanteth to make to T. W. a good estate in the premises, and that the premises are discharged of all encumbrances, the rents due to the chief lord of the fee excepted, and that he will within the space of two years next ensuing do all such things as shall be devised for the further assurance of the premises to T. W. And J. B. selleth to T. W. all deeds concerning the premises.

56. *At Taunton, June 7, in the first year of Edward VI., 1547, before Alexander Popham, J.P., Nicholas Pyne desires :—*

I, Nicholas Pyne of Eston in Devon, gentleman, for 6*l.* have sold to Edward Knollys, gentleman, of Somerset, all my lands and messuages in Over Lottisham in the parish of Ditchett, and in Butleygh, to hold of the chief lord of the fee by the accustomed fines. And I warrant E. K. against all men, and appoint John Stere and John Meryfylde my attorneys, to give full and peaceable possession of the premises to E. K. *Latin.*

57. *At Wells, January 11, in the first year of Edward VI., before Thomas Horner, J.P., John Shepert desires :—*

This indenture made January 3 in the first year of Edward VI., 1548, between John Shepert of Backwell, husbandman, and Nicholas Harvey of Brockley, gentleman, witnesseth that J. S. for 5*l.* hath sold to N. H. all his tenement and lands in Backwell, to hold of the chief lord of the fee, discharged of all encumbrances,

the rents due to the chief lord of the fee excepted ; and also all deeds concerning the premises. And J. S. covenants to make a sure estate in the premises to N. H. ; and we, J. S. and N. H., bind us well and truly to keep the sale and covenants in this indenture.

58. *At Redlynch, August 18, in the 2nd year of Edward VI., before Nicholas Fitzjames, J.P., John Crosse desires :—*

This indenture made August 1 in the 2nd year of Edward VI., 1548, between John Crosse of Cucklyngton, husbandman, and William Browne of the same, husbandman, witnesseth that J. C. for 18l. hath sold to W. B. one close of meadow called Langmede with the common of pasture belonging to the same in Cucklyngton, between the close of Hugh Griffith of the south part, and the close of Henry Turner of the north part, and butteth upon the 'comon' of Cucklyngton of the east part, which close is now in the tenure of Robert Browne, with all deeds concerning the same. And J. C. covenanteth to make to W. B. a good estate in the close, discharged of all encumbrances and within the space of one year to do all such things as shall be devised for the further assurance of the close to W. B. by fine or otherwise.

59. *At Crewkerne, Monday next after the feast of the Nativity of the B.V.M., in the 2nd year of Edward VI., before John Mawdeley, J.P., Robert Jerrard desires :—*

This indenture made June 4 in the 2nd year of Edward VI., 1548, between Robert Jerard of Sanford Orkeys, esquire, and William Joneson of Henton Seynt George, gentleman, witnesseth that R. J. hath sold to W. J. the farm and mansion house called Bridge and all his messuages and lands lying in South Petherton, with all deeds concerning the premises. And R. J. covenanteth to discharge the said 'ferme' of all encumbrances, the rents due to the chief lord of the fee and leases for term of life excepted ; and to do all such things for the further assurance of the premises to W. J. as shall be devised, by fine or otherwise, within two years next ensuing ; and that he is true owner of the premises ; and that they are of the yearly value of 75s. For which sale and agreements W. J. hath paid R. J. 100l.

## Roll IV.

60. *At Crewkerne, before Sir Thomas Dyer* <sup>1</sup>—*Richard Lane desires :—*

This indenture between Richard Lane and William Hogges witnesseth that R. L. has sold to W. H. tenements (*and other property*) in Ilchester, Northover (*and elsewhere*) with the deeds concerning the premises. And R. L. covenanteth to make to W. H. a lawful estate in fee simple in the premises by fine or otherwise, discharged of all encumbrances, the rents due to the chief lord of the fee only excepted, and that all persons now seised of any part of the premises shall be seised of the same to the use of W. H. And that he will do all things devised by W. H. for the further assurance of the premises to W. H., and that he is true owner of the premises.

61. *At Redlynch, September 26, in the 3rd year of Edward VI., before Nicholas Fitzjames, J.P., Edmund Huntley and William his son desire :—*

This indenture made August 8 in the 3rd year of Edward VI., 1549, between Edmund Huntley, esquire, and William his son and heir apparent: and Richard Adams of Over Atbere in the parish of Trent, husbandman, witnesseth that where Jone Taylour, widow, now holdeth one messuage and garden with a backside containing 2a. of pasture in severalty and 8a. of land lying to the said messuage for term of ten years yet to come in Over Atbere and Nether Atbere in Trent, and where William Barbor of Brode Marston holdeth 20a. of mead in Atberesmede and 40a. of pasture called Est Filde in Nether Atbere in Quene Camell for term of his life;—the reversion of both holdings belonging to E. H.—; E. H. and W. H. for 80l. have sold the premises (*as above*) with all deeds concerning the same to R. A. And E. and W. H. covenant with R. A. that they are true owners of the premises, which are of the yearly value of 100s. 8d., the rents due to the chief lord of the fee only excepted, and are discharged of all encumbrances, the two leases aforesaid only excepted. And E. and W. H. covenant to make to R. A. a good

<sup>1</sup> The date and one side of the roll are obliterated in this deed.

estate in fee simple in the premises by fine or otherwise. Nevertheless R. A. covenanteth that if E. and W. H. repay R. A. 80*l.* at the feast of Easter, 1565, at the mansion-house of R. A. where he now dwelleth in Over Atbere, that then R. A. and his heirs shall be seised of the premises to the use of E. and W. H., and make a good estate in fee simple to them. And E. and W. H. covenant that if they make 'defawte' of this repayment, they will do all such things as may be devised by R. A. for the further assurance of the premises unto R. A. and deliver to him all deeds concerning the premises. And after the said further assurance R. A. will pay to E. and W. H. 20*l.* 13*s.* 4*d.* in full payment of 100*l.* 13*s.* 4*d.* for the premises after the rate of twenty years' purchase.

62. *At Hinton St. George, May 28, in the (? 4th—roll torn) year of Edward VI., before Sir Hugh Poulett and Sir John Sydenham, J.P.s, Hugh Poulett desires :—*

This indenture made April 26 in the 4th year of Edward VI., 1550, between Sir Hugh Poulett of Hinton Seynt George, knight, and Robert Hyett, formerly of Streyte, witnesseth that H. P. for 373*l.* 6*s.* 8*d.* hath sold to R. H. all his lands and tenements in Werston and in the parish of Burneham, and in Wyke, and Langport Estover in the parishes of Curreryvell and Langport Westover, with all deeds concerning the premises. And H. P. covenanteth that he is true owner of the premises, and will discharge them of all encumbrances, the rents due to the chief lord of the fee, and a lease made to Augustine Pyne and others for term of years and all other leases and grants made by copy of Court roll excepted. And H. P. covenanteth with R. H. that the premises in Worston are of the yearly value of 7*l.* 0*s.* 8½*d.*, and the premises in Wyke, Langport Estover and Langport Westover of the yearly value of 5*l.* 4*s.* 5½*d.* and that he will make to R. H. a good estate in the premises, and within the space of one year do all such things for the further assurance of the premises by fine or otherwise as R. H. shall devise. And R. H. covenanteth not to disturb Augustine Pyne or the other tenants before excepted during their leases, as long as they pay the rents and customs which appertain to their tenures.

63. *At Orchard, June 4, in the 4th year of Edward VI., before Sir William Portman, Judge of Common Pleas, Hugh Poulett desires :—*

This indenture made May 9 in the 4th year of Edward VI., 1550, between Hugh Poulet (*as in No. 62*) and John Hawker of Curry Malet, yeoman, witnesseth that where the King<sup>1</sup> of his grace and by the advice of Edward, Duke of Somerset, the King's governor, granted by letters under the great seal of England on March 6 in the 3rd year of his reign to Laurence Hyde, gentleman, all his rents and dues from the chantry of John Heyron in the church of Langport now dissolved, and from the lands and tenements of Robert Gurney of Curry Malet, that is, one toft, with all its pasture, containing 55*a.* ; now or lately in the tenure of Peter Wever and others in Curry Malet, in any way belonging to the chantry ; that now Laurence Hyde by indenture dated March 20 in the 3rd year of Edward VI. has granted to me, Hugh Poulet, all these lands and rents, to have and to hold to me and my heirs, of the King, as of his manor of Bulleford in Wiltshire, in free socage, by the usual fines, as appears in the same indenture. And now know that I, for a certain sum of money, have sold to John Hawker all the said lands and rents to hold as fully and freely as I did, of the King, etc.—paying to the King at his manor of Curry Malet 8*s.* at the feast of St. Michael. And I will acquit the premises of all encumbrances, and warrant J. H. against all men. And I have made Richard Palpylte and Philip Colyer my attorneys to give full seisin in the premises to J. H. *Latin.*

64. *At Orchard, the same day and before the same Justice, Hugh Poulet desires :—*

This indenture made May 28 in the 4th year of Edward VI., 1550, between Sir Hugh Poulet (*as in No. 62*) and Richard Palpytte of Curry Malet, husbandman, witnesseth that whereas the King<sup>2</sup> (*as in No. 63*) by his letters under the great seal dated March 6 in the 3rd year of his reign, has granted to Laurence Hyde of London, gentleman, all the free chapel of St. James

<sup>1</sup> Patent Roll, 3 Edw. VI., part iii, mm. 32–6.

<sup>2</sup> Patent Roll, 6 Edw. VI., part ii, m. 25.



in Curry Malet, with all lands thereto appertaining ; and L. H. by his indenture dated March 20 in the 3rd year of Edward VI. has granted to me, Hugh Poulet, the said free chapel and lands, by estimation 53*a.*, with all rents and profits thereto belonging, to have and to hold of the King (*as in No. 63*), now know that I, for 80*l.*, have sold the premises to Richard Palpytte, to have and to hold of the King in the same manner. And I will discharge the premises of all encumbrances, and warrant R. P. against all men. And I have made John Hawker and Thomas House my attorneys to give possession of the premises to R. P. *Latin.*

65. *At Orchard on the same day and before the same Justice, Hugh Poulet, knight, desires :—*

This indenture made May 12 in the 4th year of Edward VI., 1550, between Sir Hugh Poulet (*as in No. 62*) and James Downham of Chelyngton, yeoman, witnesseth that H. P. for 126*l.* hath sold to J. D. all his lands and tenements in Crukerne in the occupation of Henry Creyck and Robert Sharlock, and his capital mansion of the late 'chaunterye' of the B.V.M. in the parish church of Crewkerne now dissolved, and one close of land lying to the same, 12*a.* of land in the 'comon felde' of Crukerne, now or lately in the tenure of one Lord, his close of pasture called Sedgecombe, now or lately in the tenure of Richard Merifield, one close of pasture called Sedgecombe, now or lately in the tenure of John Bower, a cottage now or lately in the tenure of Richard Doggyn, all his lands called Hyndehays containing 3*a.* now or lately in the tenure of John Bennet, all being lately part of the possessions of the chantry, which houses and pastures H. P. amongst others purchased of Lawrence Hyde of London, gentleman, as by his deed of March 20 in the 3rd year of Edward VI. 'apperethe' ; with all deeds concerning the premises. And H. P. covenanteth with J. D. that he is true owner of the premises, and will discharge them of all encumbrances, the rent due to the chief lord of the fee excepted, and that the premises in the tenure of H. Creyck and R. Sharlock be of the yearly value of 35*s.* 8*d.*, and the mansion house and other premises of the value of 48*s.* 4*d.* And H. P. covenanteth

to make to J. D. a good estate in the premises, and do all such things for the further assurance of the premises to J. D. by fine or otherwise as J. D. shall devise.

66. *At Orchard the same day before the same Justice, Sir Hugh Poulet desires :—*

This indenture made May 6 in the 4th year of Edward VI., 1550, between Sir Hugh Poulet (*as in No. 62*) and William Rede the younger of Fedington, husbandman, witnesseth that H. P. for 28*l.* hath sold to W. R. all his lands and tenements in Fedyngton in the tenure of Alyce Quycke, widow, with all deeds concerning the premises. And H. P. covenanteth with W. R. that he is true owner of the premises and will discharge them of all encumbrances, the rents due to the chief lord of the fee, and a lease made to Alyce Quycke and others, excepted; and that they are of the yearly value of 20*s.* And also H. P. covenanteth to make to W. R. a good estate in the premises, and to do all such things within the space of one year as shall be devised by W. R. for the further assurance of the premises to W. R., by fine or otherwise.

67. *At Bruton, January 24, in the 4th year of Edward VI., before Roger Basyng, J.P., John Cary desires :—*

Be it known by these presents that I, John Cary, of Glastonbury, son and heir of Richard Cary of Baltesboroughe, deceased, have sold to Hugh Fry of Witham Frary, yeoman, all my part of one messuage and one virgate of land in Kyngton Maundevild adjoining, and common of pasture for 8 oxen, 6 cows, 6 horses, 4 sows, 1 boar, and 100 sheep, and all my other lands, tenements and rights in Kyngeton Maunevild to hold of the chief lord of the fee by the accustomed fines. And I have made John Alam and William Nywman my attorneys to give H. F. full possession of the premises. To which writing I have set my seal August 17 in the 4th year of Edward VI., 1550. *Latin.*

68. *At Lye (Leigh), January 24, in the 4th year of Edward VI., before Thomas Horner, J.P., John Horner desires :—*

This indenture made August 24 (*year obliterated*) between

John Horner of Stoke Seynt Michell, gentleman, and John Hipplesley of Stone Eston manor, gentleman, witnesseth that where William Norton and Alice his daughter hold for term of their lives one messuage, two cottages, one curtilage and garden, one orchard and 100a. of land, 'medowe' and pasture lying to the said messuage in Wythell Stone and Lottisham in East Pennard and Dychett, of the grant of J. H—r; J. H—r has sold the reversion thereof to J. H—y with all other his lands in the said hamlets and parishes, and the deeds concerning the premises. And J. H—r covenanteth with J. H—y that the premises are of the yearly value of 48s.; and that he is true owner of the premises, and that they shall be discharged of all encumbrances, except the lease to William Norton and Alice his daughter, upon which the old rent is to be received during the term, and the title of dower of Elizabeth now wife of J. H—r; of which dower J. H—r covenanteth to acquit J. H—y. And J. H—r covenanteth to make to J. H—y a good estate in the premises, by feoffment or otherwise and to do all such things as shall be devised by J. H—y for the further assurance of the premises. For which sale and agreements J. H—y covenanteth to pay J. H—r 44*l.* 4*s.*

69. *At Crewkerne, July 16, in the 5th year of Edward VI., before Sir John Horsey, J.P., Thomas Phillippes desires:—*

This indenture made February 12 in the 5th year of Edward VI., 1551, between Thomas Phyllippes the elder of Mountygewe, gentleman, and Thomas Cogan of the same, mercer, witnesseth that T. P. for a certain sum of money has sold to T. C. one half burgage with a garden in Mountygewe, in Bowtell Strete betwixt a burgage of John Howdye, gentleman, in the west part, and half a burgage of Thomas Cogan in the east part. And T. P. covenanteth to make to T. C. a good estate in the premises by fine or otherwise, discharged of all encumbrances, the rents due to the chief lord of the fee excepted, and do all things which shall be devised for the further assurance of the premises to T. C., and that he, T. P., is true owner of the premises.

70. *At Bruton, Thursday after the feast of Saint Bartholomew*

*in the 5th year of Edward VI., before Nicholas Halliswell, J.P., Thomas Horner desires :—*

This indenture made June 20 in the 5th year of Edward VI., 1551, between Thomas Horner of Mells, knight, and James Bisse, and John Bisse the younger, his brother, of Stokelane, gentlemen, witnesseth that T. H. for 200*l.* has sold to J. and J. B. and the heirs of John, all his messuage and lands in Predye, and all his lands in Predye which lately were or now be in the tenure of Robert Hopkyns, Isabell Marschfeld, John Marschfeld, Thomas Marschfeld, John Plenty, John Hardwyll, Edith White, Thomas Morgan, Harry Panle, John Schirbone, William Plumley, William Foxe, Richard Plentye, Thomas Gybbys, and Henry Farthyng ; all which were late of the possession of the dissolved monastery of Brewton, with all deeds concerning the premises. And T. H. covenanteth to make to J. and J. B. a good estate in the premises, and during the year next ensuing to do all such things for the further assurance of the premises to J. and J. B. as shall be devised, by fine or otherwise. And that the premises are discharged of all encumbrances, except the title of dower of Dame Isabell, wife of T. H., leases made for term of life or years, and the tenths due to the King, which tenths T. H. covenanteth to purchase of the King and assure to J. and J. B. within one year next ensuing, or else to convey to J. and J. B. an annuity of 7*s.* 2½*d.* levied on his other lands within two miles of Stokelane. And T. H. covenanteth that the premises are of the yearly value of 3*l.* 7*s.* 7*d.* and that he is true owner of the said premises.

71. *At East Coker, September 26, in the 5th year of Edward VI., before Anthony Gilbert, J.P., Roger Kinsey and Hugh Peasyng desire :—*

Be it known by these presents that we, Roger Kinsey of Winsham, gentleman, and Hugh Peasyng of East Elworth in Dorset, yeoman, for a certain sum of money have sold to John Payne, Nicholas Beke, William Clapp, and John Wallys that capital messuage commonly called Haye or Hayes in Wynsham, with all other lands and houses thereto belonging ; to have and to hold to J. P., N. B., W. C., and J. W., half to the use of

R. K. and half to that of H. P.; of the chief lord of the fee by the accustomed rents. And we warrant J. P., N. B., W. C., and J. W., against us and our heirs. Given September 26 in the 5th year of Edward VI., 1551. *Latin.*

72. *At Taunton, July 28, in the 6th year of Edward VI., before Sir Thomas Dyer and Sir John Sydenham, J.P.s, John Buller desires :—*

This indenture made May 31 in the 6th year of Edward VI., 1552, between John Buller of Wodde, esquire, and William Jone-son of Bridge, gentleman, 'wyttenssythe' that J. B. for 24*l.* hath sold to W. J. all his lands and tenements in the village, tithing and field of Lopyn and Compton Durvyle in the parish of South Petherton, in the tenure of James Sandforde of Lopyn and John Forte the elder of Compton Durvyle, and all deeds concerning the premises. And J. B. covenanteth with W. B. that he is true owner of the premises, and will discharge them of all encumbrances, the rents due to the chief lord of the fee excepted, and that the premises are of the yearly value of 12*s.* 4*d.* And J. B. covenanteth to make to W. J. a good estate in the premises and do all such things, within the space of three years next ensuing, as shall be devised by W. J. for the further assurance of the premises to W. J. by fine or otherwise.

73. *At Taunton on the same day, before the same Justices, John Buller desires :—*

This indenture made May 1 in the 6th year of Edward VI., 1552, between John Buller of Woode, esquire, and William Wylkyns of Chellyngton, husbandman, witnesseth that J. B. for 23*l.* hath sold to W. W. all his lands and tenements in Chellyngton in the tenure of W. W. with all deeds concerning the same. And J. B. covenanteth with W. W. that he is true owner of the premises, and will discharge them of all encumbrances, the rents due to the chief lord of the fee excepted, and that they are of the yearly value of 8*s.* And J. B. covenanteth to make to W. W. a good estate in the premises and to do all such things, within the space of two years next ensuing, as shall be devised by W. W. for the further assurance of the premises to W. W. by fine or otherwise.

74. *At Bruton, November 26, in the 6th year of Edward VI., before Roger Basyng, J.P., James Byssse and John Bysse desire :—*

Be it known that we, James Byssse, gentleman, and John Byssse the younger, gentleman, his brother, for 200*l.* have by royal licence sold to Thomas Ayshe the elder and Thomas Ayshe the younger, his son, 16 messuages, 200*a.* of land, 100*a.* of meadow, 200*a.* of pasture and 300*a.* of heath and furze in Predye, which John Bisse lately bought for himself and his heirs of Sir Thomas Horner deceased, to hold of the chief lord of the fee, by the accustomed dues. And we warrant T. A. against us and our heirs, and will discharge the premises of all encumbrances, and we have made John Byssse, clothmaker, and John Mylward, clothmaker, our attorneys to give possession of the premises to T. A. Given June 5 in the 6th year of Edward VI., 1552. *Latin.*

75. *At Wells, Tuesday after the feast of the Epiphany, in the 6th year of Edward VI., before Alexander Popham, J.P., Edward Bisshoppe desires :—*

Be it known that I, Edward Byssshoppe, son and heir of Thomas Byssshoppe, frankelyn, of Borton in Gloucs: have sold for 20*l.* to Thomas Tore of Churchyll all my right and interest in the capital messuage called Stocke with all lands and rents appertaining in Stoke and Synderland in the parish of Churchyll. And I warrant T. T. against the claims of all men. Given January 8 in the 6th year of Edward VI., 1553. *Latin.*

76. *At Wells, the same day, before Alexander Popham, J.P., Edward Byssshoppe desires :—*

Be it known that I, Edward Byssshoppe (*as in No. 75*), have sold for 10*l.* to John Bodman of Churchhill, husbandman, all my rights, lands and tenements in Sulleygh near Langford, and Eograve (?) near Synderland in Churchyll, and I declare that the premises which on the death of Thomas Bishop descended to me shall be to the use of J. B. and his heirs. And I will discharge the premises of all encumbrances, and warrant J. B. against all men. Given January 8 in the 6th year of Edward VI., 1553. *Latin.*

77. *At Wells, the same day, before John Mawdeley, J.P., John Horner of Stoke St. Michael and George Horner his son, desire :—*

This indenture made December 14 in the 6th year of Edward VI., 1552, between John Horner of Stoke Saynt Mychell, gentleman, and George Horner his son : and Henry Molens of Stoke Saint Michael, 'wyttenyssyth' that J. and G. H. for 75*l.* have sold to H. M. all their messuages and lands in the towns, 'fyldys' and parishes of Compton Dando and Lytleton, being part of the possessions of the late 'dyssolvye chaunterie called Clymbryge Chauntrey' in the parish of Thornebury in Gloucs: all which premises are or lately were in the tenure of Thomas Smythe, clerck, and Allyn Hyll or their assigns, and all which premises J. and G. H. did lately purchase of Sir John Butler, late of Badmyngton in Gloucs: knight, deceased, and of Hugh Partridge, late of London, gentleman, and they of the King's Majesty as by his letters patent dated April 26 in the 4th year of his reign may appear ; with all deeds concerning the premises. And J. and G. H. covenant to make to H. M. a good estate in the premises by fine or otherwise, and that the premises are of the yearly value of 50*s.* discharged of all encumbrances, the rents due to the chief lord of the fee, and leases, excepted.

78. *At Chard, Thursday in the second week of Lent, in the 7th year of Edward VI., before Nicholas Halleswell, J.P., Thomas Cogan desires :—*

This indenture made the 7th day of February in the 7th year of Edward VI., 1553, between Thomas Cogan of Mountagu, 'marchaunt,' and John Brome of Wigbeare, gentleman, witnesseth that T. C. for 192*l.* 14*s.* hath sold to J. B. his fourth part of the manor of Ivelton and his messuages and lands in Ivelton, Somerton, Wullavyngton, and Ivelchester, with all deeds concerning the premises. And T. C. covenanteth that he is true owner of the premises, and will discharge them of all encumbrances, the rents due to the chief lord of the fee only excepted, and that they are of the yearly value of 7*l.* 14*s.* 2*d.* And T. C. covenanteth to make a sure estate in the premises to J. B. and within the space of two years next ensuing to do all such things

as shall be devised for the further assurance of the premises to J. B. by fine or otherwise.

79. *At Bruton, Sunday, August 6, in the 6th year of Edward VI., before Roger Basyng, J.P., James Fitzjames desires :—*

This indenture made the 17th day of March in the 6th year of Edward VI., 1552, between James Fitzjames of Redlynch, esquire, and John Wylly of Wullavyngton, yeoman, witnesseth that J. F. has sold to J. W. three messuages, three gardens, 100a. of land, 60a. of 'medowe,' 40a. of pasture, 3a. of wood, and 20a. of furze and heath in Stoke Gurse, Canyngton, Otterton, Stockland Gaunt, Wemdon, and Spaxton, and 17s. of rent in Tuxwell and all his other lands in the same places, with all deeds concerning the premises. And J. F. covenanteth that he is true owner of the premises, and will make to J. W. a good estate in the premises, by fine or otherwise, and that they are of the yearly value of 4*l.* 17s., the quit rents due to the chief lord of the fee excepted, discharged of all encumbrances, the title of dower of Kateryn wife of J. F. and leases, excepted, of which title of dower J. F. promiseth to acquit J. W. And J. F. covenanteth to do all such things as shall be devised by J. W. for the further assurance of the premises. For which sale and covenants J. W. hath paid to J. F. 13*0l.*

80. *At Bruton, Sunday, November 25, in the 1st year of Queen Mary, before John Keynes, J.P., Edmund Huntley desires :—*

This indenture made the 17th day of October in the 1st year of Queen Mary, 1553, between Edmund Huntley of Bruton, esquire, and Richard Adams of Over Adber, yeoman, witnesseth that E. H. has sold to R. A. his messuage, 20a. of land, and 5a. of pasture lying to the said messuage in Trent and Quene Camell in the tenure of Maude Crede, widow; his 4a. of land and 2a. of pasture in Humer, commonly called Hoopers Hey, in Trent in the tenure of John Helyar; 20a. of land and 1a. of pasture called Rowe close or Margetts Haye, in Trent, in the occupation of Jane Taillor and John her son, and all his title in and rents from the premises, with all deeds concerning them. And E. H. covenanteth that he is true owner of the premises, and that they are of the yearly value of 29s. 4*d.*, the rents going out



of the premises only excepted, the rents due to the chief lord of the fee, leases for term of life or years, and recognisances wherein E. H. standeth bound excepted, of which recognisances E. H. covenanteth to discharge R. A. And E. H. covenanteth to make to R. A. a good estate in the premises, by fine or otherwise. For which sale and agreements, R. A. covenanteth to pay E. H. 24*l.* 13*s.* 4*d.*

81. *At Bruton, November 26, in the 1st year of Queen Mary, before John Keynes, J.P., Edmund Huntley desires :—*

This indenture made the 18th day of October in the 1st year of Queen Mary, 1553, between Edmund Huntley of Brewton, esquire, and Thomas Rodde, of Yevelchestre, yeoman, witnesseth that E. H. for 30*l.* hath sold to T. R. his close of pasture called Pytchards containing 20*a.* in Nether Adbere in Mudford, now or late in the tenure of Richard Adams and John Adams, and one close of pasture containing 20*a.* called Newlese in Mudford now or late in the tenure of Richard Harvy and James Adams, with all trees growing on the premises, and the rents, issues and right title of the premises, with all writings concerning them. And E. H. covenanteth that he is true owner of the premises, and that they are of the yearly value of 40*s.*, the rents going out of the premises excepted, discharged of all encumbrances, the rents due to the chief lord of the fee, reasonable leases, and recognisances in which E. H. standeth bound, and of which he covenanteth to acquit T. R., excepted. And E. H. covenanteth to make to T. R. a good estate in the premises, by fine or otherwise. Nevertheless T. R. covenanteth with E. H. that if E. H. shall pay T. R. 30*l.* at the feast of All Saints 1556 in the Chapell of Over Adber between two and four of the clock afternoon that then T. R. shall be seised of the premises to the use of E. H., and within two months of the repayment make a good estate in the premises to E. H. discharged of all encumbrances had by T. R., by fine or otherwise. And in 'default' of such repayment T. R. covenanteth to pay E. H. other 30*l.* for the full purchase of the premises, and E. H. covenanteth then to deliver T. R. the writings concerning the premises and do all such things as shall be devised for the further assurance of the premises to T. R.

82. *At Bruton, November 25, in the 1st year of Queen Mary, before John Keynes, J.P., Edmund Huntley desires :—*

This indenture made November in the 1st year of Queen Mary, 1553, between E. H. and T. R. (*as in No. 81*) witnesseth that E. H. has sold to T. R. 5a. of mead and 5a. of pasture in Mudford and Quene Camell in the tenure of Tristram Southhey and all his rights and reversions of the premises, with all writings concerning the same. And E. H. covenanteth with T. R. that he is true owner of the premises, and that they are of the yearly value of 20s. the rents going out of the premises excepted, and are discharged of all encumbrances, the rent due to the chief lord of the fee, a lease for term of life, and all recognisances in which E. H. standeth bound, excepted. And E. H. covenanteth to acquit T. R. of such recognisances and make unto him a lawful estate in the premises by fine or otherwise and do all such things as shall be devised for the further assurance of the premises to T. R. For which sale and agreements T. R. covenanteth to pay E. H. 20l.

83. *At Redlinch, July 15 in the 2nd year of Queen Mary, before Sir James Fitzjames, J.P., Geoffrey Gybbons desires :—*

This indenture made February 18 in the 1st year of Queen Mary, 1554, between Geffrye Gybbons of Melles, mason, and John Rowse of Melles, gentleman, witnesseth that G. G. hath sold to J. R. his close of pasture called Dragbury in Vobster in the parish of Melles and 20a. of arable land and 'medowe' in the field of Melles, that is to say, in the East Fylde, 10a. of land and 'medowe,' whereof 1a. of land lieth in Bekyngtons Horne 'shewtyng' southwards upon Cobbs; 1a. of land lying upon Suddnell on the north side of an acre lying to Wraggesmill; 1a. of land in the tenure of John Chilton, lying on the north side of the said acre; 1a. of land called Lake acre, which doth abutt upon the moor; three yardlands belonging to Bansters on the east side, and an acre lying in the ground called the Clever at Vobster on the west side; 2a. of land against Kyngsdon called Wythyewell, adjoining to 2a. of Frenchouse land on the east side; 2a. of headland lying in Ealdon; 2a. of Pykeland in the tenure of Isabell Style, 'shewtyng' upon it; 1a. of land called the Hedland lying

upon Kyngsdon 'shewting' eastwards upon Frenchhowse pitt next unto the land of John Hopper on the north side ; another acre of land lying there between Sir Harry Capell's land of both sides ;  $\frac{1}{2}a.$  of land lying at Bansters Brydge, 'shewting' upon Bansters Wethye Bedd next unto the farm of Babyngton's Pytt ;  $1a.$  of land upon Kyngsdon 'shewting' southwards upon the Parsons Quarry ;  $\frac{1}{2}a.$  lying to Lylstones on the east side, and the farm land of Melles on the west side ; in the West Fylde of Melles,  $10a.$  of land and 'medowe,' that is to say :  $\frac{1}{2}a.$  of land lying at Babyngton's Hedge, lately inclosed and sold unto the said J. R., next adjoining unto a close called Lylstons on the east side now in the tenure of John Truckwell ;  $1\frac{1}{2}a.$  of land lying near unto the said close on the west side ;  $1a.$  lying at Westmarlynge Pyttes ;  $1a.$  lying at Brystoweswaye next unto Banster's land on the west side and an acre belonging to Edmundes on the east side ;  $1a.$  'shewtyng' upon Marrelbroke Hed, next to Banster's land on the east side, and a piece of land belonging to a ground called the Cleves at Vobster lying on the west side ;  $1a.$  lying at Medehyll next unto the land of Babyngton's farm 'shewting' westwards upon the 'middell of a hedland' belonging to Frenchhouse that lieth north and south ;  $1a.$  of land lying on the north side of Four Thornes Bush, a yard of young Lane's land late Pleasantt's 'shewting' upon half the west end of the same acre ;  $1a.$  lying by Banster's in the north part of the Rithe (?) next unto the land of Sir Harry Capell, belonging unto the land of John Lane the elder on the east side, and  $\frac{1}{2}a.$  of John Hopper's land on the west side ;  $\frac{1}{2}a.$  belonging to the Myddellcote on the east side,  $\frac{1}{2}a.$  of land lying at Banster's Brydge next unto the land belonging to the said Middellcote on the east side and  $\frac{1}{2}a.$  of the same Middellcote land on the west side ;  $\frac{1}{2}a.$  of land lying on the north side of Longforhed between  $\frac{1}{2}a.$  belonging to Atkyns on the east side and  $2a.$  of Stephyn Cabells on the west side ; all which premises are now in the tenure of John Myll of Pagehouse. And G. G. covenanteth to make to J. R. a good estate in the premises, by fine or otherwise, and discharge the premises of all encumbrances, leases only excepted, and to deliver to J. R. all the deeds concerning the premises. For which sale and agreements J. R. doth covenant to pay G. G.  $8l.$

84. *At Chard, Monday, in the 3rd week in Lent in the 1st year of Queen Mary, before Sir James Fitzjames, J.P., Thomas Abyngton desires :—*

This indenture made February 17 in the 1st year of Queen Mary, 1554, between Thomas Abyngton of Dollyshe Wake, gentleman, and John Bysse of Pensford, clothmaker, ' wytnessythe ' that T. A. has sold to J. B. his messuage with a watermill called Wethergroves, 52a. of land,  $\frac{1}{2}$ a. of pasture, 2 $\frac{1}{2}$ a. of wood in East Chelworth, and one toft with a curtilage and 8a. of land, and a certain parcel of mead in Fermeborough in a certain place there called Grayne lease Tileweld (?) ; 3*l.* of rent yearly going out of the land late of one Adam of Chelworthe in Fermeborough, and all other his lands and tenements in East and West Chelworth, Pensford, Leigh, and Fermeborough, which late were one William Popleys, and before one Richard Greshams, citizen and mercer of London, with all deeds concerning the premises and true copies of such as concern the premises with other lands. And T. A. covenants that he is true owner of the premises, and that they are of the yearly value of 32*s.* discharged of all encumbrances, the rents due to the lord of the fee, and a lease for term of three lives only excepted ; and that he will make a good estate in the premises to J. B. by fine or otherwise, and within the space of two years next ensuing do all such things as shall be devised for the further assurance of the premises to J. B. For which sale and agreements J. B. promiseth to pay T. A. 32*l.*

85. *At Bruton, August 14, in the 2nd and 3rd years of King Philip and Queen Mary, before Sir James Fitzjames, J.P., Margaret Payton desires :—*

Be it known that I, Margaret Payton of Chewe, widow, have sold to John Molde the elder, my cousin (*consanguineo*), all my tenements and lands in Norton Hawtefylde lately part of the free chapel of Norton Hawtefield, now dissolved, which I bought from John Ableworth, gentleman, and William Lavy, to have and to hold to J. M. of the Queen as of her manor of Dulverton in free socage, by the usual dues. And I warrant J. M. against all men. And I have appointed Henry Neweton, gentleman, and Thomas Webbe my attorneys to give full possession of the premises to

J. M. Given April 10 in the 1st and 2nd years of King Philip and Queen Mary, 1555. *Latin.*

86. *At Taunton, September 10, in the 2nd and 3rd years of King Philip and Queen Mary, before Richard Cupper and Hugh Bret (?) J.P.s, Thomas Smythe desires :—*

This indenture made June 1 in the 1st and 2nd years of King Philip and Queen Mary, 1555, between Thomas Smythe of Beckyngton, clotheman, and Richard Lawncedon of Durcote in Camlerton, husbandman, witnesseth that T. S. for 15*l.* has sold to R. L. his messuage in Durcote now in the tenure of R. L. and all his lands and tenements in Camlerton and Tymeborro or elsewhere in the hundred of Wellow, to the said messuage belonging, with the evidences concerning the premises, discharged of all encumbrances, one lease to R. L., Johane his wife and William their son excepted. And T. S. covenanteth to make to R. L. a good estate in the premises by fine or otherwise.

87. *At Wells, Thursday after the feast of the Epiphany in the 2nd and 3rd years of King Philip and Queen Mary, before Nicholas Halliswell, J.P., Charles Stourton, knight, Lord Stourton desires :—*

This indenture made December 10 in the 2nd and 3rd years of King Philip and Queen Mary, 1555, between the right honourable Sir Charles Stourton, knight, Lord Stourton, and Thomas Dyer of Sharpham in the parish of Walton, knight, 'wytnessythe' that C. S. for 400*l.* hath sold to T. D. all his part of all his lands and tenements in Westbury under the Playne in Wylteshire, with all lands, messuages, rights and commodities to the said part belonging in the town, fields, and parish of Westbury or elsewhere, with all manner of deeds concerning the premises, except the farm of Pouley. And C. S. covenants to make a good estate in the premises to T. D. by fine or otherwise, discharged of all encumbrances, leases, and the rents due to the chief lord of the fee excepted, and to do all such things as shall be devised for the further assurance of the premises to T. D.; and that he is true owner of the premises, and that they are of the clear yearly value of 20*l.* Nevertheless T. D. covenants that if before the feast of All Saints next ensuing, C. S. do pay 400*l.* to T. D. at

his mansion house of Sharpham between 8 and 4 o'clock, T. D. shall cancel this indenture, and redeliver to C. S. all deeds concerning the premises. And T. D. covenants that C. S. shall receive the rents from the premises until the said feast of All Saints. And C. S. covenants that if he makes 'default' in the repayment of 400*l.* that then this indenture shall stand, and the premises be unto the use of T. D.

88. *At Redlinch, November 12, in the 3rd and 4th years of King Philip and Queen Mary, before James Fitzjames, J.P., Peter Mogrydge desires :—*

This indenture made July (? *illegible*) in the 2nd and 4th years of King Philip and Queen Mary, 1556, between Peter Moggridge of Bere Regis in Dorset, gentleman, and Richard Batt of Fontmele in Dorset, husbandman, witnesseth that P. M. for 17*l.* hath sold to R. B. his three messuages and three gardens in Turtockshyll and Nony, whereof one messuage and garden is in the tenure of William Lamb, one in the tenure of Richard Panter, and one in the tenure of William Lytle, and all other his lands and tenements in Turtockshyll, Nony and elsewhere in Somerset, and all deeds concerning the premises, to be holden of the chief lord of the fee by the accustomed rents. And P. M. doth covenant with R. B. that the premises shall be discharged of all encumbrances, the rent due to the chief lord of the fee, and one lease made to William Lytle, Annys his wife and Jone their daughter for term of their lives, of one of the messuages, excepted; and that he is true owner of the premises, and will do all such things as shall be devised for the better assurance of the premises to R. B.

89. *At Bruton, October 8, in the 3rd and 4th years of King Philip and Queen Mary, before Richard Joyce, J.P., Edmund and William Huntley desire :—*

This indenture made July 27 in the 3rd and 4th years of King Philip and Queen Mary, 1556, between Edmund Huntley of Bruton, esquire, and William Huntley his son and heir, and Thomas Rode of Ilchester, witnesseth that where Henry Bartelet and Jone his wife in the right of the said Jone, now have for term of life of Jone of the demise of E. H. 8*a.* of pasture in Nether

Adber in the parish of Mudford, E. and W. H. have sold unto T. R. the reversion of the said 8a. and the annual rent received thereon, with all their rights in these 8a. in Northfyld in Mudford, and all writings concerning the same. And E. and W. H. covenant that they are true owners of the premises, and that the premises are of the yearly value of 13s. 4d.; and shall be discharged of all encumbrances, except the lease to Jone Bartelet, and such interest as the wife of William Huntley may have in the name of her jointure, and all recognisances wherein E. and W. H. stand bound, of which jointure and recognisances E. and W. H. covenant to acquit T. R. And E. and W. H. covenant to make to T. R. a good estate in the premises by fine or otherwise. For which sale and agreements T. R. promiseth to pay E. and W. H. 13l. 6s. 8d.

90. *At Pylton, the same day before the same Justice, William Stourton desires :—*

This indenture made July 14 in the 2nd and 3rd years of King Philip and Queen Mary, 1555, between William Stourton of Warminster, esquire, and Sir Thomas Dyer of Weston, knight, witnesseth that W. S. has sold for him, Thomesyn his wife, and their heirs to T. D. his manor of Rolleston, with all messuages and lands in Rolleston, Sampford, Nye and Churchill, within the parishes of Banwell, Axbridge and Loxton and elsewhere in Somerset, which within the space of ten years have been known as part of the said manor, with all his rights therein, with all deeds concerning the premises, to have and to hold to T. D. of the chief lord of the fee, by the yearly rents which to the premises belong. And W. and T. S. covenant that they are true owners of the premises, and that the premises are of the yearly value of 21l., the rent yearly to be due excepted, and shall be discharged of all encumbrances, the rent due to the chief lord of the fee, leases, the title of dower of Dame Katryn, wife of Sir James Fitzjames, and recognisances wherein W. S. standeth bound excepted, of which dower and recognisances W. S. covenanteth to acquit T. D. And W. S. covenanteth to make a good estate in the premises to T. D. by fine or otherwise, and, within the space of two years, to do all such things as shall be devised for

the further assurance of the premises to T. D. For which sale and agreements T. D. promiseth to pay W. S. 650*l.*, viz. at th'ensealing of these presents, 350*l.*, and 300*l.* at the feast of Easter next ensuing or within fifteen days after, at the mansion house in which W. S. dwelleth in Worminster.

91. *At Ilchester, January 20, in the 3rd and 4th years of Philip and Mary, before John Mawdely, J.P., Thomas Rodde desires :—*

To all to whom these presents shall come, I, Thomas Rodde of Ilchester, send greeting. Know that I have granted to William Raymont of Hawkchurch, in Devon, gentleman, my tenement in Ilchester in East Street, with all buildings belonging, four empty burgages in Ilchester, between East Street on the east, the almshouse of Ilchester on the west, the burgage of Robert Strowde, esquire on the north, and the lane called Alms-house lane on the south, and 1*a.* of land in the fields of Ilchester, all which I lately had of the grant of John Cuffe of Creeche ; to hold of the chief lord of the fee by the rents accustomed. And I warrant W. R. in the premises and have appointed John Fowrd and Henry Hodye my attorneys to give possession of the premises to W. R. Given January 20 in the 3rd and 4th years of Philip and Mary, 1557. *Latin.*

92. *At Ilchester the same day, Thomas Rodde desires :—*

To all to whom these presents shall come, I, Thomas Rodde of Ilchester, send greeting. Know that I have sold to Henry Hodgys of Ilchester one empty burgage or toft containing 1*a.* at the west gate of Ilchester, which I lately bought of John Cuffe of Creech. And I warrant H. H. in the premises, and have appointed William and John Fourde my attorneys to give possession of the premises to H. H. Given January 20 in the 3rd and 4th years of Philip and Mary, 1557. *Latin.*

### Roll V.

Nos. 93–97 are missing. According to the list made by the late A. J. Monday, and printed in *Somerset and Dorset Notes and Queries*, in 1908, vol. xi, p. 106, the deeds were :



93. January 4, 3rd and 4th years of Philip and Mary, 1557, Thomas Walton sold to Richard Walton—place illegible.

94. September 24, in the 3rd and 4th years of Philip and Mary, 1556, Sampson Prey to John Hippiisley—lands in South Petherton.

95. April 27, in the 3rd and 4th years of Philip and Mary, 1557, Richard Warre to Richard Westcombe—two messuages and lands in Mylverton.

96. May 7, the same year, William Barbor to William Browne, messuages and lands in Cucklington.

97. April 14, in the 4th and 5th years of Philip and Mary, 1558, John Lyte to John Master—yearly rent of 6s., out of lands of Master in Chilthorne.

#### Roll VI.

98.<sup>1</sup> This indenture made May 6, in the 2nd year of Elizabeth, 1560, between John Horner of Stoke lane, gentleman, and Edmund Midwinter of the City of London, gentleman, son and heir of John Midwinter, deceased, witnesseth that J. H. for a certain sum of money, hath sold to E. M. his lands and tenements called Olde-field in the parish, town and field of Dichet, East Pennard, West Pennard and Bradley, now or lately in the tenure of Richard Yewyns, with all other his hereditaments in the said parishes, and all deeds concerning the same. And J. H. covenanteth that he is true owner of the premises, and that they are discharged of all encumbrances, the lease to Richard Yewyns for term of certain years yet to come, and the rents due to the chief lord of the fee, excepted; and that he will before the feast of St. John Baptist next ensuing deliver to E. M. the said deeds, uncanceled and undefaced; and will do all such things as shall be devised for the further assurance of the premises to E. M.

99. *At Hinton St. George, March 20, in the 2nd year of Elizabeth,*

<sup>1</sup> The date of this enrolment is torn off.

*before Sir Hugh Poulet and John Walshe, J.P.s, and Adam Martin, clerk of the peace, Thomas Lyte and John Forster desire :—*

This indenture made January 14, in the 2nd year of Queen Elizabeth, 1560, between Thomas Lyte, gentleman, late of Meryet, and John Forster of Lylstone, yeoman, executors of the will of William Lyte, late of Lyllysdon, esquire, deceased : and Hugh Isacks of Ilminster, draper, witnesseth that where William Lyte by his last will did ordain that Thomas Lyte and John Forster should sell all these parcels of land ensuing, and that the money for the same should be employed towards the payment of his debts, the said T. L. and J. F. for the performance of such trust reposed in them, have sold to Hugh Isacks all that tenement in Lyng now in the occupation of Thomas Hull and late the possession of the late chantry of North Currye now dissolved, with its appurtenances in Lyng belonging to the chantry. And T. L. and J. F. covenant to do all such things as shall be devised for the sure making of the premises to H. I. And H. I. may from henceforth quietly occupy the premises, and receive the profits thereof, without interruption of any persons by reason of any former grants. In consideration of which sale H. I. hath paid to T. L. and J. F. 6*l.* 13*s.* 4*d.*

100. *At Hinton St. George, the same day and before the same justices, Thomas Lyte and John Forster desire :—*

This indenture made October 1, in the 1st year of Elizabeth, 1559, between Thomas Lyte and John Forster (*as in No. 99*) executors of the will of William Lyte : and Elizabeth Berde (or Beard) of Crukerne, widow, witnesseth that by the will of William Lyte (*as in No. 99*) T. L. and J. F. have sold to E. B. all that tenement in Crukerne late in the occupation of Hugh Jones, late part of the possessions of the chantry of Crukerne now dissolved, with all the lands in Crukerne to the said tenement belonging. And T. L. and J. F. covenant to do all such things as shall be devised for the further assurance of the premises to E. B. and E. B. shall from henceforth occupy the premises and receive the profits thereof without disturbance of any persons by reason of any former grant. For which sale E. B. hath paid to T. L. and J. F. 20*l.*

101. *At Ilchester, April 18, in the 2nd year of Elizabeth, before Sir Hugh Poulet and John Walshe, J.P.s, Thomas Phelipp and Hugh Balche desire :—*

This indenture made April 26, in the 2nd year of Elizabeth, 1560, betwixt Thomas Phelipp of Mountague, esquire, and Hugh Balche of Martocke, yeoman : and Thomas Haddon otherwise called Mychell of Meryett, sackweaver, witnesseth that T. P. and H. B. for 40*l.* paid to H. B. have sold for them and the heirs of H. B. to T. H. all their messuages and lands in the town, fields and parish of Myddle Chynnocke and now or late in the tenure of T. H., and late parcel of the inheritance of John Lane, deceased ; with all deeds concerning the premises ; to have and to hold the premises discharged of all encumbrances, the rents due to the chief lord of the fee excepted. And T. P. and H. B. covenant with T. H. that H. B. is the true owner of the premises, and that T. P. and H. B. and the heirs of H. B. will within the space of two years next ensuing do all such things as shall be devised for the further assurance of the premises to T. H. by fine or otherwise.

102. *At Ilchester, April 18, in the 2nd year of Elizabeth, before Sir Hugh Poulet and John Walshe, sergeant-at-law, J.P.s, Thomas Phelipps desires :—*

This indenture made February 14, in the 2nd year of Elizabeth, 1560, betwixt Thomas Phelipp of Montague, esquire, and Robert Whytte of Mountague, yeoman or clothier, witnesseth that T. P. for a certain sum of money hath sold to R. W. his half burgage lately ' brent and decaied with fire ' with the backside adjoinant in the borough of Montague, late in the tenure of John Wayeford and bounding upon a half burgage of the Queen's Majesty, late Sir Thomas Wyatt's, wherein R. W. now dwelleth, on the north part, and a burgage and half of John Huddies, gentleman, on the south part, and the Queen's highway on the west part ; and also his garden plot and Culverhouse standing at one side of the south side of the said half burgage, late in the tenure of one Alice Pulman, widow ; with all his rights in the premises, and all deeds concerning them. And T. P. covenanteth that he is true owner of the premises, and will discharge the premises

of all encumbrances, the rents due to the chief lord of the fee excepted, and within the space of two years next ensuing do all such things as shall be devised for the further assurance of the premises to R. W. by fine or otherwise.

103. *At Ilchester, April 18, in the 2nd year of Elizabeth, before Humphrey Colles and William Hawley, J.P.s, Leonard Carrant desires :—*

This indenture made March 20, in the 2nd year of Elizabeth, 1560, between Leonard Carrant of Wynterborne Gomer in Wiltshire, esquire, and Hugh Poulet of Henton St. George, knight, witnesseth that L. C. for 160*l.* hath sold to H. P. all his messuages and lands in Henton St. George and Croft, otherwise called Henton's Croft, and all other lands known to be part of the premises, with all deeds concerning the same, and true copies of all writings concerning the premises and other lands, which deeds and copies L. C. covenanteth to deliver to H. P. within one year next ensuing the death of William Carrant, knight, father of L. C. And L. C. covenanteth that the premises are of the yearly value of 8*l.* and that they are discharged of all encumbrances, the estate that Sir William Carrant now hath of one yearly rent of 8*l.*, by the year, payable out of the premises for term of his life, and the rents due to the chief lord of the fee excepted ; and that he is seised of the remainder of the premises, in fee tail depending upon an immediate estate for term of life of Sir W. C., his father, to L. C. Moreover, L. C. covenanteth to do all such things for the better assurance of the premises to H. P. by fine or otherwise, as shall be devised by H. P., discharged of all encumbrances, the rents to Sir W. C. and the lord of the fee excepted. And L. C. covenanteth that if any of the premises be evicted from H. P. by any lawful means, that then L. C. shall be seised of his lands and tenements in Wyk and Mylborne Porte to the use of H. P., and do all such things, etc., these premises to be discharged of all encumbrances, leases and the rents to the chief lord of the fee excepted. And after the death of Sir W. C. all persons seised of the premises at Henton St. George and Croft shall be seised to the use of H. P.

104. *At Bridgwater, Tuesday after the feast of St. Matthew, in the 2nd year of Elizabeth, before John Walshe, sergeant-at-law, J.P., Thomas Lyte and John Forster desire :—*

This indenture made May 28, in the 2nd year of Elizabeth, 1560, between Thomas Lyte and John Forster (*as in No. 99*), executors of the will of William Lyte of Lylesdon, esquire, deceased, and Robert Howse, citizen and clothworker of London, witnesseth that by the will of William Lyte (*as in No. 99*), T. L. and J. F. have sold for 110*l.* to R. H. all the late chantry of Northcurrie, now dissolved, and the capital messuage house of the same and one garden adjoining in Northcorye, as also all the messuages and lands in North Corie and Gregorie Stoke lately to the said chantry belonging; and that 'parcell of mede' containing by estimation 'one rodde of ground' lately in the tenure of William Bale in Brodemede in Gregorie Stoke and Northcorye with all woods growing on the premises and all rights therein, which T. L. and J. F. have and may sell by force of the will, and all deeds concerning the premises. And T. L. and J. F. covenant that W. L. was lawfully seised of the premises and that they have full power to sell the same, and that they will discharge the premises of all encumbrances, and do all such things as shall be devised by fine or otherwise, for the further assurance of the premises to R. H. And that R. H. may from henceforth 'quyetlye' hold the premises and the profits thereof receive, provided that those estates for lives which William Lyte made in the premises shall be reserved to the tenants, anything in this indenture notwithstanding.

105. *At Ashington, Monday, December 23, in the 3rd year of Elizabeth, before Henry Seintbarbe, J.P., Hugh Salmon desires :—*

This indenture made July 26, in the 2nd year of Elizabeth, 1560, between Hugh Salmon of Ivelchester, husbandman, and John Dampyer of Lovington, husbandman, witnesseth that H. S. for 8*l.* hath sold to J. D. all his lands and tenements in Lovyngton, and two beasts lease and a half in Huyshe in Lovington with sufficient fuel of bushes and briars in Huyshe, with all deeds concerning the premises. And H. S. covenanteth to make to J. D. a good estate in the premises, and that the premises are

of the yearly value of 5s. 6d., discharged of all encumbrances, the rents due to the chief lord of the fee excepted; and that he will do all such things, within the space of two years next ensuing as shall be devised for the further assurance of the premises to J. D. by fine or otherwise; and that he is true owner of the premises.

106. *At Ilchester, Thursday in Easter week in the 3rd year of Elizabeth, before Henry Seynbarbe and Nicholas Hallyswell, J.P.s, Thomas Phelipp desires :—*

This indenture made January 28, in the 3rd year of Elizabeth, 1561, betwixt Thomas Phelipp of Montague, esquire, and John Goulde of Montague, mercer, witnesseth that in consideration that J. G. hath surrendered to T. P. all the estate that J. G. had to come in two half burgages in Mountague late in the tenure of Robert Norman, deceased, whereof one containeth in breadth 20 feet and the other 18 feet, and contain together in length 54 feet, and so much ground lying in the south side of the burgages as containeth in length 54 feet and in breadth 25 feet, and for 8l. T. P. hath sold to J. G. all his burgage and half burgage, curtilage and orchard adjacent containing by estimation 1a. in Montague, late in the occupation of Robert Norman, and now in that of J. G. bounding upon the Queen's highway in the east and north sides, the above said half burgage of 20 feet breadth in the west side and a burgage of Henry Blage, esquire, late Lord Cobham's, now in the tenure of Walter Saunders, on the south side; with all his rights in the premises. And T. P. covenanteth to make a good estate to J. G. in the premises, discharged of all encumbrances, the rents due to the chief lord of the fee, and an estate made to Robert Norman and his heirs for term of ten years not expired, excepted, and that he is true owner of the premises, and will within the space of four years next ensuing do all such things as shall be devised for the further assurance of the premises to J. G.

107. *At Taunton in full sessions of the peace, July 10, in the 3rd year of Elizabeth, before Sir Hugh Poulet, Henry Portman, and other justices, Robert Cuffe desires :—*

This indenture made December 4, in the 3rd year of Elizabeth,

1560, betwixt Robert Cuffe of Cryche, gentleman, and Alice Applyn of Somerton, widow, witnesseth that R. C. for 15*l.* hath sold to A. A. all his burgage with kitchen and stable, curtilage and garden-plot adjacent, in Somerton next the Ynne there wherein A. A. now dwelleth called the Sign of the Beere, bounding upon the said Inne on the east side, a tenement and land of the Earl of Huntingdon, now in the tenure of Walter Bygges on the west and south sides and the Queen's highway in the north side ; and now in the tenure of A. A. ; with all his rights in the premises. And R. C. covenanteth to make A. A. a good estate in the premises, discharged of all encumbrances, the rents due to the chief lord of the fee, and a lease made of the premises to A. A., William Abbot and John Applyn for term of their lives, excepted ; and that he is true owner of the premises, and during one year ensuing will do all such things as shall be devised for the further assurance of the premises to A. A.

108. *At Taunton at the same sessions and before the same justices, Robert Cuffe desires :—*

This indenture made December 4, in the 3rd year of Elizabeth, 1560, betwixt Robert Cuffe of Cryche, gentleman, and John Marten of Somerton, tailor, witnesseth that R. C., for 10*l.* 5*s.*, hath sold to J. M. all his burgage, with a garden and curtilage adjacent containing by estimation half an acre, in Somerton, now in the tenure of William Mapowder, bounding upon a burgage wherein William Stone, smith, dwelleth, in the east side, and a tenement of the Earl of Huntingdon's, now in the tenure of William Bartlet in the west and south sides, and the Queen's highway in the north side, with all his rights in the premises. And R. C. covenants to make J. M. a good estate in the premises, discharged of all encumbrances, the rents due to the chief lord of the fee excepted, and that he is true owner of the premises, and will within the space of one year next ensuing do all such things as shall be devised for the further assurance of the premises to J. M. ,

109. *At Chard, July 18, in the 3rd year of Elizabeth, before John Walshe, sergeant-at-law, J.P., Richard Browynyng desires :—*

To all to whom this writing shall come, Richard Browynyng

of Galhampton in the parish of North Cadbury, husbandman, sendeth greeting. Know that I, R. B., for 6*l.* 13*s.* 4*d.* to me paid by Richard Pears of Castell Cary, labourer, in the name of a fine, have granted to R. P. all my messuage and lands in Galhampton, which now are or lately were in the tenure of R. P. with sufficient 'houseboote, hedgebote, fyreboote, ploughboote, and foldboote' to be cut in convenient season, of the woods growing upon the premises, without making any waste, and upon the premises to be employed; to have and to hold to R. P. from the feast of the Annunciation of the B.V.M. last unto the end of 61 years next ensuing, paying therefor yearly to R. B. 10*s.* at the four feasts or terms of the year, that is to say the feasts of the Nativity of St. John the Baptist, of St. Michael the Archangel, of the Birth of our Lord God and of the Annunciation of the B.V.M., by even portions. And of a special covenant R. P. shall permit me R. B. to hold the moiety of the premises during the term of my natural life, and at his cost repair the premises during the term of sixty-one years, and at the end of the term yield up the premises sufficiently repaired into the hands of me, R. B., or my heirs. And if it shall happen the yearly rent of 10*s.* not to be paid after any of the said feasts, by the space of three months, and no sufficient distress upon the premises for the arrerages of the rent may be found, then it shall be lawful for me and my heirs to re-enter the premises. And I warrant R. P. in the premises against all men. Given May 24, in the 3rd year of Elizabeth, 1561.

110. *At Wells, January 9, in the 4th year of Elizabeth, before John Walsh, sergeant-at-law, J.P., Bartholomew Lyte desires:—*

This indenture made August 1, in the 3rd year of Elizabeth, 1561, between Bartholomew Lyte of Lytescary, gentleman, and William Collins of East Charleton, tailor, witnesseth that B. L. for 13*l.* 6*s.* 8*d.* hath sold to W. C. his burgage and curtilage and two closes of land and pasture adjoining, containing by estimation 1½*a.*, in the north side of the west street in the borough of Somerton, now in the tenure of John Pedwell; and his other burgage with the curtilage, orchards and gardens belonging lying west of the burgage abovesaid, and now in the tenure of Chris-



topher Skull and John Bull, all which burgages were late in the tenure of Alice Porter, maiden, deceased, and by her bequeathed to B. L., with all his rights in the premises, and all deeds concerning the premises. And B. L. covenanteth to make a good estate in the premises to W. C., discharged of all encumbrances, the rents due to the chief lord of the fee, and three leases of the premises made to John Pedwell, Christopher Skull and John Bull excepted, and within the space of five years next ensuing to do all such things as shall be devised for the further assurance of the premises to W. C.

III. *At Chard, February 28, in the 4th year of Elizabeth, before Humphrey Colles, J.P., Richard Radbert desires:—*

This indenture made February 20, in the 4th year of Elizabeth, 1562, between Richard Radberd of Mydle Lambroke in the parish of Kingesburye Episcopi, esquire, and Richard Newman *alias* Evered of Charleton Musgrove, yeoman, witnesseth that R. R. for 90*l.* 13*s.* 4*d.* hath sold to R. N. two closes of pasture containing 42*a.* in the park of Forshott in Charlton Musgrove, which now or were late parcel of the manor of South Brewham and do lie betwixt two lanes or 'comon wayes,' whereof one is commonly called Mountegue's Lane and the other Barroughe Lane, on the south and east part, and the common shooting 'felde' of Stony Stoke, and one close of pasture now in the tenure of Richard Pitman and Richard Panter on the west part, and three closes of pasture now or late in the several tenures of Hugh Vycarye, Hugh Chubb and William Payne on the north part; and one parcel of land and pasture containing in breadth 15 foot of assise, and in length 200 feet, in Charlton Musgrove, without the hedge of the westerclose beforesaid, towards the said field of Stony Stoke, which is or late was in the several tenures of R. R. and William Mondaie. And R. R. doth covenant to do all such things as shall be devised for the further assurance of the premises to R. N. by fine or otherwise, with warranty against R. R. and Sir James Fitzjames, and that the premises shall be discharged of all encumbrances, so that R. N. may occupy the premises without impediment of R. R., Alice his wife or Sir James Fitzjames.

112. *At Taunton, July 11, in the 4th year of Elizabeth, before Humphrey Colles, J.P., John Seintleger desires :—*

This indenture made July 1, in the 4th year of Elizabeth, 1562, between Sir John Seintleger of Canonleigh in Devon, knight, and John Bysse of Pensford, gentleman, witnesseth that J. S. for 380*l.* hath sold to J. B. his manor of Belluton or Belton and Pensford, and all other his lands, tenements and rights in Belluton, Pensford, or elsewhere in the parish of Staunton Drew, with all deeds concerning the premises. And J. S. covenanteth that he is true owner of the premises, and that they are of the yearly value of 14*l.* 10*s.* ; and that he will discharge the premises of all encumbrances, leases of the premises, and the rents due to the chief lord of the fee excepted ; and that he will make J. B. a good estate in the premises, by fine or otherwise. Nevertheless J. B. covenanteth that if before the feast of the Birth of our Lord, 1564, J. S. doth pay unto J. B. at his mansion in Pensford 380*l.* together with the moiety of such sums as J. B. shall have laid out for the assurance of the estate, that then this sale shall be void. And it is agreed that J. B. shall receive the rents and profits from the premises from the date of this indenture until the date of the repayment. And J. S. covenanteth that if he do not repay the 380*l.* then within two years next after he will make unto J. B. such further assurance of the premises as shall be devised, so it be not by statute or recognisance ; and deliver to J. B. the deeds concerning the premises.

113. *At Wells, January 12, in the 5th year of Elizabeth, before Nicholas Halliswell and Hugh Brooke, J.P.s, Richard Oke desires :—*

This indenture made September 20, in the 4th year of Elizabeth, 1562, between Sir Thomas Dyer of Weston, knight, and Richard Oke of Cosyngton, husbandman, witnesseth that R. O. for 12*l.* hath sold to T. D. his tenement in Compton Dundon and all the lands thereto appertaining, now or late in the tenure of Richard Parker *alias* Tawster ; with all deeds concerning the premises. And R. O. covenanteth that he is true owner of the premises, and will discharge the premises of all encumbrances, the rents due to the chief lord of the fee, one lease made by Thomas Oke, father of R. O., to Richard Parker for term of

his life by deed indented bearing date June 10, in the 18th year of Henry VIII., and another lease made by R. O. of the same premises to John, Robert and Thomas Parker, bearing date April 27, in the 7th year of Edward VI., excepted. And R. O. covenanteth that the premises are of the yearly value of 8s. 8d. ; and that he will make to T. D. a good estate in the premises, and do all such things as shall be devised, within the space of two years next ensuing for the further assurance of the premises to T. D. by fine or otherwise, and that all persons seised of any part of the premises, shall be seised to the use of T. D.

114. *At Chard, July 14, in the 5th year of Elizabeth, before John Hippesley, J.P., William Chock desires :—*

This indenture made April 8, in the 5th year of Elizabeth, 1563, between William Chocke of Portesheade, gentleman, and Richard Chocke of Sutton, gentleman, his brother, witnesseth that W. C. for 200*l.* hath sold to R. C. his two water mills commonly called Sparrowe Mylles in Fromeselwoode and Raydon, with 4*a.* of arable land and 16*a.* of meadow belonging to the mills, now in the tenure of John Horner, gentleman, with all deeds concerning the premises, to hold of the chief lord of the fee by the rents accustomed. And W. C. covenanteth that the premises shall be discharged of all encumbrances, and that he will do all such things as shall be devised by fine or otherwise for the further assurance of the premises to R. C. And R. C. shall quietly enjoy the premises without disturbance of W. C., and W. C. doth warrant R. C. in the premises against W. C. and his heirs.

115. *At Bridgwater in full sessions of the peace held there Tuesday after the feast of St. Matthew, in the 5th year of Elizabeth, before John Walsh, judge of King's Bench, and Henry Portman, J.P.s, John Webber desires :—*

This indenture made May 2, in the 5th year of Elizabeth, 1563, between John Webber of Taunton, clothier, and Martyn Barbaunson of Excester, parchment maker, witnesseth that R. W. for 15*l.* hath sold to M. B. his tenement, curtilage, and garden in the parish of St. James near Taunton in the east part of a lane there commonly called Cockislane, between the land

of the Queen now in the tenure of John Small on the south and east parts, the land of J. W. in the north part, and Cockislane in the west part, late in the tenure of Robert Raynsburie, and lately belonging to the chantry of Our Lady in the church of St. James; with all that out house in the north-west part of the curtilage containing by estimation 'fower coopes of tymber' and extendeth in length east and west with a certain plot of ground adjacent, which house and ground containeth in length 160 foot and in breadth the east end thereof is  $62\frac{1}{2}$  foot and the west end is  $7\frac{1}{2}$  foot, and lieth between the land of J. W. in the north and west parts and the land of John Chaplyn called Gresse-croft in the east part and the garden aforesaid in the south part, all which now be or lately were in the several tenures of Philippe Sulley and Robert Raynesburye and appertaining to the said chantry, and was parcel of the possessions of the same; with all deeds concerning the premises. And J. W. covenanteth to make M. B. a good estate in the premises by fine or otherwise, and that he is true owner of the premises, and that the premises shall be discharged of all encumbrances, the rents due to the chief lord of the fee excepted, and that he will do all such things as shall be advised for the further assurance of the premises to M. B.

116. *At Bruton in full sessions of the peace held on January 28, in the 6th year of Elizabeth, before John Walshe, judge of King's Bench, and Humphrey Colles, J.P.s, James Fitzjames desires:—*

To all to whom this writing shall come, greeting. Know that I, James Fitzjames of Redlynche, knight, for a certain sum of money paid to me by Thomas Morren of Galhampton, in the parish of North Cadbury, yeoman, have sold to T. M. my cottage in Castalcarye in a place there called Northstreate, with an orchard and garden adjoining containing 1a., and half an acre of land in Almesford Gore in the east field of Almesford which John Stephens now holds; that enclosed pasture called the Broche in the north field of Almesford, containing 3a.;  $8\frac{1}{2}$ a. of arable lying in the fields of Almesford, 1a. of meadow in the common (?) moor of Castalcarye, all which William Tooker of Bruton, deceased, lately held, and before was in the tenure of Richard

Cupper, deceased ; and also 2a. of arable land in the south field of Haddespen, abutting on the furlong called Crokehorne in the north field of Galhampton, now or lately in the tenure of John Batt of Almesford ; to have and to hold to T. M. of the chief lord of the fee, by the accustomed suits. And I warrant T. M. in the premises against all men. And know that I have appointed Jerome Dybbyn and Francis Lynewray my attorneys to give full possession of the premises to T. M. Given August 26, in the 5th year of Elizabeth, 1563. *Latin.*

117. *At Bruton at the same sessions and before the same justices. James Fitzjames desires :—*

To all to whom this present indenture shall come, greeting. Know that I, James Fytzjames of Redlynch, knight, for a certain sum of money paid to me by Thomas Morren of Galhampton, yeoman, have sold to T. M. all my lands and tenements in the fields and hamlet and parish of Galhampton and North Cadbury which lately belonged to Richard Fytzjames, my brother ; to hold of the chief lord of the fee by the accustomed services. And I warrant T. M. in the premises against all men. And I appoint Richard Watts and Walter Gane my attorneys to give full and peaceful possession of the premises to T. M. Given January 22, in the 6th year of Elizabeth, 1564. *Latin.*

118. *At Bruton at the same sessions before John Hyppesley, J.P., John Elie desires :—*

This indenture made November 22, in the 6th year of Elizabeth, 1563, between John Elye of Somerton, gentleman, and John West of Kington Manfield, husbandman, witnesseth that J. E. hath sold to J. W. his two tenements with all lands appertaining in Kilmersdon and Colford in the parish of Kilmersdon, now or late in the tenure of J. W. and all evidences concerning the premises. And J. E. doth covenant to make a good estate in the premises to J. W., and that the premises shall then be discharged of all encumbrances, leases, and the rents and suits claimed by Richard Chocke, lord of the manor of Lokyngton, excepted. And for this sale and assurance J. W. doth covenant to give to J. C. 26l. ; 10l. on the feast day of St. John the Evan-

gelist next, in the mansion house of Phillippe Phylippes *alias* Parker in Welles; on the day of St. John the Baptist next coming 8*l.*, and at the feast of St. John the Evangelist next following 8*l.*, at the same place. And J. E. doth covenant that if J. W. do pay this 26*l.*, that then one obligation, wherein J. W., William West of Chewton and John James of Benegar stand bound to J. E. in the sum of 50*l.* for the payment of the 26*l.* shall be void.

119. *At Ilchester, at the sessions of the peace held there Thursday in Easter week, in the 6th year of Elizabeth, before Henry Seintbarbe, J.P., John Kaynes desires :—*

This indenture made March 11, in the 6th year of Elizabeth, 1564, between John Kaynes of Compton Pauncefoot, esquire, and Nicholas Halswell, of Halswell in the parish of Gotehurst, esquire, witnesseth that J. K. for 180*l.* hath sold to N. H. his fourth part of the manor of West Melcombe, with all his tenements, lands and rights in West Melcombe, North Petherton, Mooreland, Stathe and Gregorie Stoke to the said manor belonging, with all deeds concerning the premises. And J. K. covenanteth that he is true owner of the premises, and that the premises are discharged of all encumbrances, the rents due to the chief lord of the fee, and leases, excepted; and are of the yearly value of 4*l.* 14*s.*; and that he will do all such things as shall be devised for the further assurance of the premises to N. H. Provided that if J. K. do pay N. H. 180*l.* on March 11, 1564, at the mansion house of N. H. that then this sale shall be void, and N. H. shall be seised of the premises to the use of J. K.

120. *At Bridgwater, Tuesday after the feast of St. Matthew, in the 6th year of Elizabeth, before John Walshe, judge of King's Bench, J.P., Thomas Morren desires :—*

To all to whom this present indenture shall come, Thomas Murren of Galhampton in the parish of North Cadbury, gentleman, sendeth greeting. Whereas Sir James Fitzjames of Redlynch by his indenture bearing date August 26, in the 5th year of Elizabeth, sold to me, T. M., all his cottage in Castell Carye in North Strete, etc. (*premises as in No. 116*). Know that

T. M. for 26*l.* paid him by John Carye or Acarye of Castalcarye, yeoman, has sold the premises to J. C. to hold of the chief lord of the fee by the accustomed suits. And T. M. warrants J. C. in the premises against all men, and has appointed Frances Lynnewraye and John Wyche his attorneys to give full possession of the premises to J. C. Given July 21, in the 6th year of Elizabeth, 1564. *Latin.*

121. *At Hinton St. George, October 20, in the 6th year of Elizabeth, before Sir Hugh Poulet, J.P., William Frye desires :—*

This indenture made October 17, in the 6th year of Elizabeth, 1564, betwixt Sir Thomas Dyer of Weston, knight, and William Frye of Membrye in Devon, esquire, witnesseth that W. F. for 250*l.* hath sold to T. D. his manor of Chelton, and his messuages, lands and rights in Chelton, Myrlinche, and Edington, with all deeds concerning the premises. And W. F. doth covenant that he is true owner of the premises, and that the premises are of the yearly value of 9*l.* 12*s.* 3*d.*; and that he will do all such things as shall be devised for the further assurance of the premises to T. D. by fine or otherwise; and that the premises shall be discharged of all encumbrances, the rents due to the chief lord of the fee and leases, excepted. Provided always that it is nevertheless agreed that if W. F. payeth to T. D. at the mansion house of T. D. in Weston on November 12, 1566, 250*l.*, that then this present sale shall be of none effect, and T. D. shall be seised of the premises to the use of W. F., and it shall be lawful for W. F. to re-enter the premises. And T. D. covenanteth that W. F. shall receive the rents of the premises till November 12, 1566, and that if W. F. do not pay T. D. 250*l.* before January 1, 1566, that then T. D. shall pay W. F. 40*l.* in full payment of this sale.

(*Note in Margin.*—That this condition was fulfilled on the part of W. F. upon the payment of 250*l.* by the hands of William Fry the younger, son unto the said W. F. within November 12, 1566, to the hands of T. D. by the appointment of Edward Dyer, esquire, son and heir and executor of T. D. deceased, his father, as appeareth by an acquittance under the hand of T. D. endorsed upon this present deed being enrolled and showed unto me

Adam Martin, clerk of the peace, and therefore the enrolment of this deed is of none effect.)

122. *At Chard, March 25, in the 7th year of Elizabeth, before Sir Hugh Poulet and Amyas Poulet, J.P.s, Richard Hill desires :—*

This indenture made February 8, in the 7th year of Elizabeth, 1565, between Richard Hyll, late of Carhampton, husbandman, and Thomas Luttrell of Dunster, esquire, witnesseth that R. H. for 10*l.* doth sell to T. L. his messuages and lands in Carhampton, now or late being of the inheritance of R. H. with all deeds concerning the premises. And R. H. covenanteth at the next assizes to be holden in Somerset and at all times during the space of three years next ensuing after the assizes, to make to T. L. a good estate in the premises, as shall be devised for the further assurance of the premises to T. L. by fine or otherwise, and to discharge the premises of all encumbrances, the rents due to the chief lord of the fee excepted.

123. *At Hinton St. George, September 24, in the 7th year of Elizabeth, before Sir Hugh Poulet, J.P., Roger Pawdye desires :—*

This indenture made July 16, in the 7th year of Elizabeth, 1565, between Roger Pawdye of Montague, husbandman, and Robert Pawdye his son, witnesseth that Roger for a certain sum of money hath sold to Robert 1*a.* of arable land with its appurtenances in Stoke field in a furlong called Langenland in Stoke under Hamdon between the land of the Queen and the land of the parson of Stoke, with all deeds concerning the premises. And Roger covenanteth that he is true owner of the premises, and will make unto Robert a good estate in the premises, by fine or otherwise, discharged of all encumbrances, the rents due to the chief lord of the fee excepted ; for which sale and covenants Robert hath paid Roger 3*l.*

## Roll VII.

123\*.<sup>1</sup> *At Meryfield, December 15, in the 8th year of Elizabeth, before Humphrey Colles, J.P., Elizeus Bevyne desires :—*

This indenture made October 20 in the 7th year of Elizabeth,

<sup>1</sup> There are two deeds marked 123, and the second is distinguished by an asterisk here and in the index.



1565, between Elize Bevyn of Ilton, gentleman, and John Wadham of Merifield, esquire, witnesseth that E. B. for 100*l.* hath sold to J. W. his tenements in Weare . . .<sup>1</sup> Cudworth, now in the tenure of John Sutumer (?), his tenement in Mountague now in the tenure of Walter Saunders ; his tenement in Buckland Marye commonly called Ridnes (?), now in the tenure of Richard Trenigar ; his tenement in Stratton in the parish of South Petherton now in the tenure of one Radburd ; his tenement in Hasylbear now in the tenure of John Delly ; his tenement in Buckland Marye, now in the tenure of one Moore, widow ; his tenement in Buckland Mary now in the tenure of Alice Robyns ; a chief rent of 18*d.* a year payable by the heirs of Pytchard for certain lands in Buckland Mary ; with all houses and lands to the said tenements belonging, and all his messuages and lands in Hasylbere, Buckland, Cudworth, Mountague, Stratton, South Petherton and Rydnys or elsewhere in Somerset, with all deeds concerning the premises, and true copies of all such deeds as do concern the premises and other lands. And E. B. covenanteth that the premises are of the yearly value of 4*l.* 6*s.* 2*d.* and that he is true owner of the premises in possession, or reversion ; and will discharge the premises of all encumbrances, except the estate for term of life which Isabel Bevyn now hath in the premises in Hasilbere and Buckland, leases, and the rents to the chief lord of the fee ; and that he will make a good estate in the premises to J. W. by fine or otherwise ; and that E. B. and Martha his wife during the space of three years next after the date hereof, shall do all such things as shall be devised for the further assurance of J. W. in the premises, and J. W. may from henceforth peaceably hold and enjoy the premises.

124. *At Chard, March 3, in the 8th year of Elizabeth, before John Kaynes and George Sydenham, J.P.s, John Stowell desires :—*

To all to whom this indenture shall come, greeting. Know that I, John Stowell of Cothelstone, gentleman, for 245*l.*, paid me by Richard Wyke of Nyenhed Florye, have sold to R. W. my rectory of Nyenhed with the tithes of wheat and all other tithes, amounting to 7*l.*, now in the tenure of Thomas Huyshe of Taunton

<sup>1</sup> Deed torn.

as fully and freely as William Haber and Richard Duffeld lately held the rectory and tithes of the Queen, as by her letters patent dated January 29, in the 7th year of her reign, it appears, and as when I., J. S., purchased the premises of W. H. and R. D., to have and to hold of the Queen as of her manor of Grenewiche in Kent in common socage by the usual suits. And I warrant R. W. in the premises against W. H. and R. D. and all men; and I will discharge the premises of all encumbrances. Given March 1, in the 8th year of Elizabeth, 1566. *Latin.*

125. *At Ilchester, April 18, in the 8th year of Elizabeth, before Henry Portman and William Hawley, J.P.s, Lawrence Dyer desires :—*

This indenture made March 22, in the 8th year of Elizabeth, 1566, between Lawrence Dyer of Wincaunton, esquire, and Richard Newman *alias* Evered of Charlton Musgrove, yeoman, witnesseth that L. D. for 60*l.* hath sold to R. N. all those three closes of meadow and pasture in Wincaunton, now in the tenure of R. N., of the which one is a close of meadow containing 3*a.*; and the other is a close of pasture adjoining containing 4*a.* both commonly called Morehaies and bounded with a ground of Jerome Dybbyn called Harecroft on the north-east side, and with a lane between the said closes and Knoll More on the north side, and a ground of Walter Credes of Knolle lying on the south-west side, with a meadow of Edyth Marshe, widow, and an orchard of J. Dybbyn on the south side, and with a pasture ground of J. Dybbyn on the south east side; and the third close is a close of pasture late enclosed out of the arable 'fylde' and containeth 20*a.*, bounded with a close of J. Dybbyn on the south-east side and the ground of the parson of Chareilton and Richard Hynde on the south-west side, and with a close of pasture of Auncell on the north-west side and abutteth on the 'medowe' of Edith Marshe, and the orchard and a meadow ground of J. Dybbyn on the north-east side; with all deeds concerning the premises and true copies of all deeds concerning the premises with other lands of L. D. And L. D. covenanteth that he is lawfully seised of the premises, and that they are of the yearly value of 14*s.*, discharged of all encumbrances, and that in the

space of two years next ensuing he will do all such things as shall be devised for the further assurance of the premises to R. N.

126. *At Chard, July 25, in the 8th year of Elizabeth, before George Sydenham, J.P., Lawrence Dyer desires :—*

This indenture made June 25, in the 8th year of Elizabeth, 1566, between Lawrence Dyer of Wyncaulton, gentleman, and Richard Kendall of North Cheryton, husbandman, witnesseth that L. D. for 14*l.* 10*s.* hath sold to R. K. his fourth part of one close of pasture called Mone close in Horsington in the west part of the close next to Cuffes Style containing 1*a.*, and 1*a.* of 'mede' in Cheriton Moore in Horsington in a place called Drymore between the meadow of Robert Ludlowe, esquire, now in the tenure of Gylbert Stacye, on the west part, and the meadow of R. Ludlowe, now in the tenure of Johane Wadman, widow, on the east part, with all trees, and the mead, growing thereon, and the rents, common of pasture and easements to the close and mead belonging, with all deeds concerning the premises. And L. D. covenanteth to make unto R. K. a good estate in the premises, and that the premises are discharged of all encumbrances, the rents due to the chief lord of the fee excepted ; and that he is true owner of the premises and will do all such things as shall be devised for the further assurance of the premises to R. K. by fine or otherwise.

127. *At Taunton, September 27, in the 8th year of Elizabeth, before Sir Hugh Poulet, J.P., Henry Glynne desires :—*

This indenture made April 30, in the 8th year of Elizabeth, 1566, between Henry Glynne, base son of John Glynne, late of Wyncaulton, gentleman, deceased, begotten of Elyner Gybbyns also deceased : and Jerome Dybbyns of Wyncaulton, gentleman, witnesseth that H. G. for 17*l.* hath sold to J. D. his close of pasture called Stocke furlong containing 5*a.*, in Maperton which late was parcel of the inheritance of Henry, Erle of Huntingdon, and now is in the tenure of John Hylleard, abutting between the ground called Brode Hatherley on the south, the ground now in the tenure of J. D. called Hatherlye on the west, the ground of Richard Rodbard, gentleman, on the east, and the 'Queene's highe waye' leading towards Wyncaulton on the north, with all

his rights in the close and all deeds concerning it, and true copies of such as concern the close with other lands. And H. G. doth covenant that he and Alice his wife will within the space of one year next ensuing, do all such things as shall be devised for the further assurance of the premises to J. D. by fine or otherwise ; and that H. G. shall be seised of the premises to the use of J. D. and that the premises are discharged of all encumbrances, the rents due to the chief lord of the fee, an estate by copy of Court Roll to John Hilleard and others according to the customs of the manor of Maperton, and a lease made by H. and John Glynn to Lawrence Dyer of ' a waye for cattell and caryage ' and a water course through the close to and from a pasture called Hatherlye in the tenure of L. Dyer, bearing date April 4, in the 7th year of Elizabeth, excepted ; and that H. G. is sole owner of the premises. And J. D. doth covenant that during the lease to L. Dyer he will suffer L. Dyer to use the way and water course.

*128. At Taunton, September 19, in the 8th year of Elizabeth, before Sir Hugh Poulet and Sir George Speake, J.P.s, John Stacye desires :—*

This indenture made August 8, in the 8th year of Elizabeth, 1566, between John Stacye of Alvington in the parish of Overwere, husbandman, and William Welshe of Alvington, husbandman, witnesseth that J. S. for 10*l.* hath sold to W. W. his toft of one tenement, 18*a.* of land, meadow and pasture, with a ' coppes ' of wood containing 1*a.* in Alvington, with all deeds concerning the same. And J. S. doth covenant that the premises are of the yearly value of 20*s.* ; and are discharged of all burdens, the rents due to the chief lord of the fee and the title of dower of Margaret, wife of J. S. excepted ; and J. S. doth covenant to assure the premises to W. W. by fine or otherwise. Nevertheless if J. S., on this side the feast of St. Mychell the Archangell, 1569, pay to W. W. 10*l.* and allow W. W. to occupy one close of mead called Burlynche in Were, during the said term, that then this sale shall be void, and W. W. shall be seised of the premises to the use of J. S. And J. S. covenanteth to warrant W. W. in the premises and hath ordained John Swayne of Streme his attorney to enter the premises and deliver seisin of the same to W. W.

129. *At Taunton, Tuesday after the feast of the Trinity, in the 9th year of Elizabeth, before Humphrey Colles and John Syddenham of Dulverton, J.P.s, Thomas Syddenham desires :—*

This indenture made December 1, in the 9th year of Elizabeth, 1566, between Thomas Sydenham of Dulverton, gentleman, and John Blackemore of Dulverton, witnesseth that T. S. for 60*l.* hath sold to J. B. all those 'parcelles' of ground called Wolle-wayselond or Aylefordeland, in the tenure of Joane Blakemore, widow, and John and William Blackemore, her sons, with all lands appertaining to the grounds, and all deeds concerning the same. And T. S. covenanteth to do all such things as shall be devised for the further assurance of the premises to J. B. by fine or otherwise, within two years next ensuing ; and that he hath full power to sell the premises to J. B. ; and that they are discharged of all encumbrances, a lease made to Joane, John and William Blackemore, and the rents due to the chief lord of the fee, excepted.

130. *At Bridgwater, Tuesday after the feast of St. Matthew, in the 9th year of Elizabeth, before John Walshe, judge of the King's Bench, J.P., Francis Bourne desires :—*

This indenture made May 2, in the 9th year of Elizabeth, 1567, between Francis Bourne of Kingweston, gentleman, and Anthony Culme of Tyverton in Devon, witnesseth that F. B., for 70*l.*, hath sold to A. C. one mansion dwelling-house, and one burgage and all manner of 'sellers,' buildings, gardens and orchards belonging to the same in Lamport and all his tenements, rights and common of pasture in Langeport, Langeport moor and common, all which F. B. and William Blackhall now or lately occupied ; with all deeds concerning the premises. And F. B. covenanteth to make to A. C. a good estate in the premises by fine or otherwise, discharged of all encumbrances, two leases which John and Francis Bourne made to William Blackhall and Robert Cole for term of fifteen years, not expired, excepted ; and that he is true owner of the premises, and will do all such things as shall be devised for the further assurance of the premises to A. C. and that F. B. shall be seised of the premises to the use of A. C. ; and that A. C. shall peaceably occupy the premises

and receive the issues thereof. For which sale and covenants A. C. covenanteth to pay F. B. 70*l.* ; on June 21 next ensuing, 30*l.*, at the dwelling-house of James Selley, and 40*l.* October 20 next ensuing.

131. *At Wells, January 16, in the 10th year of Elizabeth, before Henry Portman, J.P., John Vynyng and Elizabeth James desire :—*

This indenture made January 1, in the 10th year of Elizabeth, 1568, between John Vynyng of Wyncaulton, husbandman, son and heir of John Vynyng the elder, late of Wyncaulton, deceased, and Elizabeth James of Wyncaulton, widow, late the wife of Robert James, deceased ; and Jherome Dibbyn of Wyncaulton, gentleman, witnesseth that J. V. and E. J. for 20 marks have sold to J. D. that burgage in the Mille Strete in the borough of Wyncaulton now in the tenure of E. J., with a garden, orchard and backside adjoining, between Milstreate on the north and the street leading to the church on the south, a garden 'plotte' of Lawrence Dyer on the east, and a house with a backside of L. Dyer called Meryetts on the west ; and one acre of 'medowe' in the common moor of Wyncaulton, with all rents and rights from or in the premises, and all deeds concerning the premises and true copies of all such as concern the premises with other lands. And J. V. and E. J. covenant that they are or one of them is true owner of the premises, and that the premises shall be discharged of all encumbrances, the rents due to the chief lord of the fee excepted ; and that within five years next ensuing they will make such further assurance of the premises to J. D. by fine or otherwise as shall be devised ; and that they shall be seised of the premises to the use of J. D.

132. *At Chard, February 28, in the 10th year of Elizabeth, before George Sydenham, J.P., Laurence Dyer desires :—*

This indenture made September 14, in the 9th year of Elizabeth, 1567, between Lawrence Dyer of Wyncaulton, gentleman, and Sir James Fitzjames of Redlynche, knight, and Peter Grene of Cucklington, gentleman, witnesseth that L. D. for 24*l.*, hath sold to J. F. and P. G. all his lands, tenements and rights in Knolle in the parish of Shepton Mountague, now or late in the

tenure of John Syttte, with all deeds concerning the premises ; to have and to hold to J. F. and P. G. and the heirs of J. F. And L. D. covenanteth that he will within the space of two years next ensuing do all such things as shall be devised for the further assurance of the premises to J. F. and P. G. by fine or otherwise ; and that the premises shall be discharged of all encumbrances, the rents due to the chief lord of the fee and the term of years which John Syttte hath in the premises by lease from the late prior and convent of Stavordale, excepted ; and that he is true owner of the premises, and that J. F. and P. G. may from henceforth peaceably occupy the premises.

133. *At Ilchester, Thursday in Easter week, in the 10th year of Elizabeth, before Humphrey Colles, J.P., William Arundell desires :—*

This indenture made March 20, in the 10th year of Elizabeth, 1568, between William Arundell of Bagborough, esquire, and John Perrie of Mylverton, gentleman, witnesseth that W. A. for 60*l.* hath sold to J. P. his messuages and lands in Halse, Bysshoppes Lydeard, Aysh Piores and Combeflorie, now in the tenure of John Pery the younger, Agnes Blake, John Fursey, George Cornyshe, John Studier, Thomas Pyle, John Baker, Richard Skynner, Hugh Dudridge, William Samford, Tom Harcombe, John Syndercombe, John Nasshion and John Crott, with all deeds concerning the premises. And W. A. covenanteth that the premises are of the yearly value of 3*l.* 13*s.* 4*d.*, and that he is seised of the reversion of the premises, and that the premises are discharged of all encumbrances, except leases. Provided that if W. A. do repay J. P. at his mansion house at Mylverton on October 20 next ensuing 60*l.* R. P. shall be seised of the premises to the use of W. A. and discharge them of all encumbrances made by him. But if default be made of such repayment, J. P. shall be seised of the premises to his own use, and shall pay to W. A. on the Feast of St. Simon and St. Jude next ensuing at the mansion house of Thomas Davidge in Taunton 106*l.* 13*s.* 4*d.* in full payment of the premises, and W. A. shall then deliver the deeds concerning the premises to J. P., and with Marye his wife, do all such things for the further assurance of the premises to

J. P., within the space of five years next ensuing, as shall be devised by J. P.

134. *At Chard, Wednesday, July 22, in the 10th year of Elizabeth, before Humphrey Colles, J.P., John Syddenham desires :—*

This indenture made March 3, in the 10th year of Elizabeth, 1568, between John Syddenham of Dulverton, esquire, and John Trevelyan of Nettlecombe, esquire, witnesseth that J. S. for 340*l.* hath sold to J. T. all those tenements called Aller Butler in Samford Birt, which were sometime in the parish of Stokegurseye, now in the tenure of Peter Bale, in right of his wife, late the wife of Roger Huyshe, deceased, with all lands and houses in Samford Birt or Stogurseye thereto appertaining, all his lands and rights in the said parishes, and all deeds concerning the premises. And J. S. covenanteth that he is lawfully seised of the premises, and of the reversion, after the determination of the estate of Elizabeth, wife of Peter Bale, and William, son of Roger Huyshe, in the premises, and that he will make a good estate in the premises to J. T., discharged of all encumbrances except the rents due to the chief lord of the fee, two leases to Elizabeth Bale and William Huyshe, whereupon the accustomed yearly rent of 7*l.* 6*s.* 8*d.* is payable to J. T. and the rights of the church of Samford Byrt and Stokegursey; and that the premises are of the yearly value of 7*l.* 6*s.* 8*d.* And J. S. and Mary his wife covenant within three years next ensuing to do all such things as shall be devised for the further assurance of the premises to J. T. by fine or otherwise, and to warrant J. T. in the premises against all men.

135. *At High Ham, August 8, in the 10th year of Elizabeth, before Sir Hugh Poulet, J.P., John Chaplyn desires :—*

This indenture made July 28, in the 10th year of Elizabeth, 1568, between John Chaplyn of Taunton, merchant, and William Chapell of the city of Exeter, merchant, witnesseth that J. C. for 90*l.* hath sold to W. C. those meadows called Grasecrofte containing 11*a.* in the 'parysshe of St. James nere Taunton,' sometime to the late dissolved priory of Taunton appertaining, and all other lands to the meadows belonging. And J. C. doth covenant that he is seised of a good estate in the premises, and



that W. C. shall peaceably hold the premises, and that they are of the yearly value of 10*l.* and shall be discharged of all encumbrances, the rents due to the chief lord of the fee, and a lease for term of one year granted to John Palmer of St. James' whereupon the yearly rent of 10*l.* is to be payable to W. C., excepted. And J. C. doth covenant within the space of five years next ensuing to do all such things as shall be devised for the better assurance of the premises to W. C.

136. *At Bridgwater, September 14, in the 10th year of Elizabeth, before Henry Portman, J.P., Edmund Roe desires :—*

This indenture made September 8, in the 10th year of Elizabeth, 1568, between Edmund Roe of Cheddar, gentleman, and William Norrys and John Perye of Mylverton, gentlemen, witnesseth that E. R. for 20*l.*, hath sold to W. N. and J. P. his messuages and lands in Mylverton, with all houses, stables, dove houses, 'shoppes,' gardens, lands, and 'profyts' and reversions in Mylverton. And for the more surety in the premises of W. N. and J. P., E. R. covenanteth that he hath full power to sell the premises, and will make a good estate in the law in the premises to W. N. and J. P., and do all such things as shall be devised for the further assurance of the premises to W. N. and J. P. by fine or otherwise, discharged of all encumbrances, the rents due to the chief lord of the fee excepted. And E. R. selleth all deeds concerning the premises to W. N. and J. P.; and covenanteth that W. N. and J. P. shall from henceforth be peaceably seised of the premises.

137. *At Bridgwater, September 15, in the 10th year of Elizabeth, before John Sydenham, J.P., John Patteham desires :—*

To all to whom this indenture shall come, greeting. Know that I, John Patteham of Codecombe, gentleman, have sold to Walter Burnall and Bice his wife, one of my daughters and coheirs, all my messuages and lands in Over Putteham in the parish of Codecombe, and elsewhere in Somerset to the premises belonging, with all deeds concerning the premises, to have and to hold to W. and B. B. and their issue and in default to the heirs of the body of B. B., and in default of such issue to my daughter

Katherine Puttenham, and in default of her issue to my daughter Joan Puttenham, and in default of her issue to my right heirs, of the chief lord of the fee. And I warrant W. B. in the premises against all men and have appointed John Stoddon and Henry Hobbes my attorneys to give full possession of the premises to W. B. Witness: William Nicholls clerk, Robert Slocombe, Martin Myller, John Blake. Given April 21, in the 10th year of Elizabeth 1568. *Latin.*

138. *At Hinton St. George, August 31, in the 10th year of Elizabeth, before John Walshe, judge of the King's bench, and Humphrey Colles, J.P.s, Richard Warre desires:—*

This indenture made August 31, in the 10th year of Elizabeth, 1568, between Richard Warre of Hestercombe, esquire, and Sir Hugh Poulet of Henton Seynt George, knight, and Dame Elizabeth Poulet his wife, witnesseth that R. W. for 80*l.* hath sold to H. and E. P. all his messuages and lands in Henton St. George and Croft or Hentons Crofte, and all other lands reputed to be part of the premises, with all deeds concerning the premises, and true copies of such writings as do concern the premises with other lands. And R. W. covenanteth that he is lawfully seised of the premises, and will do all such things as shall be devised for the further assurance of the premises to H. and E. P. by fine or otherwise, so that R. W. be not compelled to 'travayle' out of Somerset, and that the premises shall be discharged of all encumbrances, the rents due to the chief lord of the fee excepted, and that R. W. shall be seised of the premises to the use of H. and E. P.

139. *At Dodington, October 25, in the 10th year of Elizabeth, before Humphrey Colles, J.P., John Dodyngton desires:—*

This indenture made September 25, in the 10th year of Elizabeth, 1568, between John Dodyngton of Dodyngton, gentleman, and Johane his wife, and George Dodyngton his second son, witnesseth that J. D. and G. D. have agreed as follows; first, J. and J. D. covenant with G. D. before the feast of All Saints next ensuing, to knowledge two several fines according to the form of the statute provided, before the Queen's Justice at

Westminster, unto James Ackelande of Barton, gentleman, and Richard Cutler of Barton, yeoman, whereof one shall be of the manor of Dodyngton and Byckeneller or Byckenhall, with its appurtenances in Dodyngton, Byckeneller, Greynton, Stokegursey, Durborough, Holforde, Hunspill, Taunton and Venyngton, by the name of 50 messuages, with gardens and orchards, 16 barns, two water mills, 480*a.* of ground, 96*a.* of meadow, 240*a.* of pasture, 84*a.* of wood, 160*a.* of 'heyth and brier' and 10*s.* 8½*d.* of rent; and also the third part of two messuages, gardens and orchards, 50*a.* of land, 9*a.* of meadow and 10*a.* of pasture in Durborough and Hunspyll; and the fourth part of the manor of Herforde, by the name of 9 messuages, 6 cottages, 5 barns, one water mill, 12 gardens and orchards, 264*a.* of land, 60*a.* of meadow, 300*a.* of pasture, 40*a.* of wood, 500*a.* of 'heyth and brier,' and 14*s.* 2*d.* rent in Herford, Dodyngton, Byckenoller, Holford, Hunspyll, Langford Budfylde and Saynt Margaretth Thorne; and of the ninth part of two messuages, gardens and orchards, 26*a.* of land and 6*a.* of meadow in Catcote or Cadcote and Cosyngton, and common of pasture for all manner of beasts in the forest of Roche. And the other fine shall be of and in one yearly rent of 4*l.* coming forth of certain lands in the parish of Newent in Gloucs. of the inheritance of Thomas Porter; and shall knowledge the premises to be the right of James Cutler which James and Richard Cutler have of the gift of John and Johane Dodyngton. And J. and J. D. shall warrant J. and R. C. in the premises. And that it may manifestly appear to what intent the fines are levied, it is agreed that the manor of Dodyngton with the premises in Dodyngton and Holford shall be to the use of John D. for term of his life, and after his death to the use of George D. and the heirs male of his body and in default of such issue to his brother Richard D. and the heirs male of his body and in default of such issue to his brother Edward D. and the heirs male of his body, and in default of such issue to his brother Humphrey D. and the heirs male of his body, and in default of such issue to his brother Gyles D. and the heirs male of his body, and in default of such issue to his brother Nicholas D. and the heirs male of his body, and in default of such issue to his brother Robert D. and the heirs male of his body, and in default of such issue to the

right heirs of George D. And the manor of Bycknaller and the premises in Greynton, Cosyngton, Catcote, Hunspyll, Taunton and Venyngton shall be to the use of John and Johane D. and the longest liver of them, and after their decease to the use of George D. and of his brothers (*as before*); and in Stogursey, Durborough and Holford, and the rent of 4*l.* to John D. and after his decease, for the performance of his will, and after that to the use of George D. and his brothers (*as before*); and the fourth part of the manor of Herford and the premises in Herford, Langford Budfild and St. Margaret Thorne shall be to the use of John D. and after his decease to the use of Johane as long as she live sole, and if she do not, then to the use of G. D. and his brothers (*as before*). And J. and J. D. covenant with G. D. that the premises are discharged of all encumbrances, leases and rents due to the chief lord of the fee excepted, and it is agreed that John D. may demise any part of the premises by copy of court roll or indenture for term of lives or years so that they do not exceed three lives or forty-one years, and be not of the whole premises or of the capital mansion of Dodyngton.

### Roll VIII.

140. *At Ilchester, Thursday in Easter week, in the 11th year of Elizabeth, before Henry Portman, J.P., John Kyng desires :—*

This indenture made October 13, in the 10th year of Elizabeth, 1568, between John Kyng of Baltonsborough, husbandman, and Thomas Rapshyn, clerk, parson of Lymington, witnesseth that J. K. for 9*l.* 5*s.* 8*d.* hath sold to T. R. his 6*a.* of wood in Southwood in Baltonsborough, lately in the tenure of Richard Seriaunte *alias* Hodges, to be used, cut or kept at the will of T. R.; with all the rents, rights, fowling and hunting thereto belonging. And J. K. doth covenant to discharge the premises of all rents and suits of court in Baltonsborough; and that he hath full power to convey the premises to T. R. discharged of all encumbrances; and that within the space of three years next ensuing he will do all such things as shall be devised for the further assurance of the premises to T. R. by fine or otherwise.

141. *At Taunton, June 30, in the 11th year of Elizabeth, before Robert Hill, J.P., John Wekes desires :—*

This indenture made June 28, in the 11th year of Elizabeth, 1569, between John Wekes of Northweke in Devon, esquire, and Thomas Payne of Hutton, witnesseth that J. W. for 120*l.* now paid to him hath sold to T. P. all his messuages, lands and rights in Uphyll, Winscombe and Churchehill or elsewhere in Somerset and the patronage of the rectory of Criston, with all deeds concerning the premises. And J. W. covenanteth that the premises are of the yearly value of 5*l.* 12*s.* 4*d.* ; and that he is lawfully seised of the premises, and will discharge the premises of all encumbrances, except leases and the rents due to the chief lord of the fee ; and that during two years next ensuing he will do all such things as shall be devised for the better assurance of the premises to T. P. by fine or otherwise, so that J. W. be not compelled to travel out of Devon. And T. P. covenanteth to pay, in the house of Dorothy Walker, widow, at Nether Stowey on October 13 next, 100*l.*, and at the Purification of Our Lady next ensuing 100*l.*, in full payment of 320*l.*, provided that if T. P. make default in payment of the last 200*l.* he shall be seised of the premises to the use of J. W., and that the covenants in these presents shall be void.

142. *At Taunton, July 6, in the 11th year of Elizabeth, before Humphrey Colles, J.P., Andrew Morrys desires :—*

This indenture made April 9, in the 11th year of Elizabeth, 1569, between Andrew Morrys of Nether Stowey, labourer, and Roger Fechet of Nether Stowey, yeoman, witnesseth that A. M. for 5*l.* hath sold to R. F. all that burgage and backsides, and all those messuages, buildings, gardens and lands, now in the tenure of Johane Symons, widow, in the borough of Nether Stowey between the lands of Johane Symons on the west side, and the lands of Nicholas Chute on the east, and certain lands in the tenure of Dorothy Walker, widow, next on the south side (one house and two gardens in the tenure of John Standfaste excepted) with all deeds concerning the premises, and true copies of all such deeds as do concern the premises and other lands. And A. M. covenanteth that he is seised of the reversion of the premises, and

that the premises are discharged of all encumbrances, the estate that Johane Symons now hath in the premises for term of her life, and the rents due to the chief lord of the fee excepted ; and that within two years next ensuing he will make such further assurance of the premises to R. F. by fine or otherwise as shall be devised.

143. *At Taunton, July 11, in the 11th year of Elizabeth, before Robert Hill, J.P., Roger Magges desires :—*

This indenture made May 12, in the 11th year of Elizabeth, 1569, between Roger Magges of Byshopps Chewe, husbandman, and Roger Shurborne of Chewe, husbandman, witnesseth that R. M. for 150*l.* hath sold to R. S. one tenement in Farryngton and all lands and buildings thereto belonging, now or late in the occupation of William Nashe ; one tenement at Charleton in Kylmersdon, now or late in the tenure of Henry Wolforde, husbandman, Johane his wife and John their son, with all houses and lands thereto belonging in Kylmersdon ; 3*a.* of arable land in Clutton now or lately in the occupation of one Gervys, and all his other lands and tenements which came to him by the death of Thomas Magges his grandfather, or that he hath by any other means, in Farryngton, Kylmersdon and Clutton or elsewhere in Somerset with all deeds concerning the premises. And R. M. covenanteth that he is true owner of the premises, and will discharge the premises of all encumbrances, leases not exceeding three lives, and the rents due to the chief lord of the fee excepted ; and that the premises are of the yearly value of 33*s.* 4*d.* Provided always that it is agreed that if R. M. pay R. S. 150*l.* ; on November 10 next in the mansion of R. S. at Byshops Chew 5*l.* ; on May 6 next ensuing 5*l.*, and so from thenceforth on November 10 and May 6, until the said sum of 150*l.* be paid unto R. S., that then this deed shall be void, and R. S. shall be seised of the premises to the use of R. M., and R. M. shall re-enter the premises. And R. M. covenanteth that if the 150*l.* be not repaid, he will within three years next after such default do all such things by deed enrolled or otherwise as R. S. shall devise for the further assurance of the premises to R. S. ; and within three months of the default deliver to R. S. the deeds concerning the premises.

144. *At Wells, January 10, in the 11th year of Elizabeth, before Sir Hugh Poulet, J.P., Christopher Symcocke desires:—*

This indenture made September 10th, in the 11th year of Elizabeth, 1569, between Christopher Symcocke of Budleygh, gentleman, and Marye his wife, and Robert Wylton of Budleigh, yeoman, witnesseth that C. and M. S. for 63*l.* 6*s.* 8*d.* have sold to R. W. one messuage, garden and orchard containing 3*a.*, one close of land annexed to the orchard, containing 3*a.*, two several closes of land or pasture at Oldeburye containing 5*a.*; one close of pasture at Woodsplott containing 3½*a.*; in Woottons mead in two closes 4*a.*; 1 yard of meadow; in the Northfylde in Chapell Furlong 3½*a.*; 1*a.* called Kyngsacre; one close called the Bats containing 4*a.*; one close in Benslade containing 3*a.*; one close in Seven Acre furlong containing 2*a.*; 1*a.* at Hulke; 6½*a.* upon Woorthye, whereof 4*a.* 1 yard were lately had in exchange of C. S. for 4*a.* 1 yard lying at Oldebury and Bigshill, lately had of R. W. to C. S. in recompense; in Myddle furlong 1½*a.*; in South Fylde at Olldowne in four parcels 9*a.*; near Fisherswey 1½*a.*; in Long Lyalt ½*a.*; in Langland 2½*a.*; at Chalwell in severalty 3*a.*; at Milwey 1½*a.*; in Chalwell furlong 1*a.*; at Pytchers 1½*a.*; at Smallwey ½*a.*; in Francecroft furlong in three parcells 3½*a.*; in Lenevarew 1½*a.*; near Vowley Hed 1½*a.*; upon Garston in severalty 2*a.*; at Pykedacres end in severalty 3*a.* And also one messuage, garden and orchard in Budleigh containing 1*a.*, now in the tenure of Thomas Cooke; one close of meadow at Oldeburye, containing 2*a.*; at Blackthorne in Woottonsmeade 1½*a.*; one close of meadow at Parke Yate containing 2*a.*; one close of land or pasture at Beggarwell containing 3*a.*; upon Berehill 1*a.*; upon Woorthye 3 yards; upon Voley 1*a.*; upon Mounshill ½*a.*; at Fourdowne 2½*a.*; at Charleburn 1*a.*; upon Southern hill 1*a.*; at Olldowne in Woottonsdowne 5*a.*; in Northfylde in Chappell furlong 2*a.*; at Benslade 2*a.* 3 yards, in three parcels; and 3*a.* of wood ground in the north-east side of Nedway in severalty in the west wood of Budleigh, with the woods and underwoods growing thereon; with the reversion of the premises, the yearly rents which amount unto 32*s.* 8*d.*, and all rights and advantages of the premises, which are now in the tenure of John Wylton, father of R. W., and of R. W. and are parcel of the

manor of Budleigh. To have and to hold to R. W. and Joane his wife and the heirs male, or in default, the heirs female of the body of R. W. ; and in default of such issue unto Isacke Wylton and the heirs male, or in default the heirs female of his body ; and in default of such issue unto John Beison and the heirs male or in default, the heirs female of his body ; and for lack of such issue the remainder to John Wilton of Glastonbury, tanner, ' cosen german ' of R. W. ; of C. and M. S. and the assigns of C. S. by knights' suits, viz.—by homage and the hundredth part of a knight's fee and by suit of court of the manor of Budleigh, or in default to pay 6*d*. And C. and M. S. covenant that they are lawfully seised of the premises, and that the premises shall be discharged of all encumbrances, excepting two leases granted by Sir Edmund Peckham, knight, unto R. W., and estates for term of life, and that C. and M. S. shall knowledge one fine before the justices of the Queen of the premises and do all such things for the assurance of the premises unto R. W. during the space of three years next coming, so as M. S. be not compelled to travel out of the county, as shall be devised by R. W. And C. and M. S. warrant R. W. against all men.

145. *At Wells, January 9, in the 12th year of Elizabeth, before Sir Hugh Poulet and Humphrey Colles, J.P.s, Andrew Morrys desires :—*

This indenture made September 4, in the 11th year of Elizabeth, 1569, between Andrew Morrys and Robert Fechett (*as in No. 142*), witnesseth that A. M. for 50*s*. hath sold to R. F. that burgage and backside in Nether Stowey between the lands of Nicholas Chente in the east, the land of Dorothy Walker in the south, the lands of Johane Symons, widow, in the west, and the street in the north, and all messuages and lands in Nether Stowey now in the tenure of Johane Symondes and John Stanfaste, with all deeds concerning the premises, and true copies of such as do concern the premises with other lands. And A. M. covenanteth that he is seised of the reversion of the premises, and that the premises are discharged of all encumbrances, the rents due to the chief lords of the fee excepted ; and that he will make such further assurance of the premises to R. F. as shall be devised, by fine or otherwise.



146. *At Chard, April 12, in the 12th year of Elizabeth, before Sir Hugh Poulet, J.P., John Chaplyn desires :—*

This indenture made March 28, in the 12th year of Elizabeth, 1570, between John Chaplyn of Taunton, merchant, and William Syms of Taunton, merchant, witnesseth that J. C. for 180*l.* hath sold to W. S. those lands or 'medowes' called Grasecrofte containing 11*a.* of 'medowe' in the parish of St. James near Taunton, sometime to the late dissolved priory of Taunton appertaining, and all lands, tenements and 'profittes' to Grasecroft belonging. And J. C. covenanteth that he is true owner of the premises, and that W. S. may from henceforth peaceably occupy the premises; and that J. C. will discharge the premises of all encumbrances, the rents due to the chief lord of the fee excepted; and that J. C. and Elizabeth his wife will during the space of three years next ensuing do all such things as shall be devised for the further assurance of the premises to W. S.

147. *At Bedminster, August 7, in the 12th year of Elizabeth, before John Hipposley, J.P., William Carr desires :—*

This indenture made August 1, in the 12th year of Elizabeth, 1570, between William Carr of the city of Bristowe, merchant, and John Irysshe of Yatton, yeoman, witnesseth that whereas Edward VI. by his letters patent of July 4, in the 7th year of his reign did grant unto George Owen, esquire, now deceased, his lordship and manor of Congresburie, late parcel of the Bishoprick of Bath and Wells, and all lands and messuages to the manor belonging, and all his lands and tenements in Congresburie and Lawrensweke, which were part of the possessions of the said Bishoprick, to hold of the king as of his manor of East Grenewythe in Kent by fealty and not in chief; and G. O. being accordingly seised of the premises devised them by his last will to Mary his wife, now wife to William Allen, alderman of the city of London for term of her life, and the reversion came to Richard, son and heir to G. O.; and whereas Richard O. by his deed of May 26, in the 4th year of Elizabeth, did sell his reversion to William Carr, and where also William Knight, late Bishop of Bath and Welles by his deed of July 8, in the 34th year of Henry VIII. did let unto Thomas Clercke one toft and one yardland

containing 90*a.* of land and 'medowe' called Colles in Congresburie for eighty years from the feast of St. Michell the Archangell next before the date thereof paying yearly 17*s.* 6*d.*; which title of T. C. John Iryshe now hath; and where John Iryshe is possessed for term of certain years of one close of pasture called the Orchard near unto the church of Congresburie containing 8*a.* of the demise of George Owen, deceased, by indenture of October 13, in the 4th year of Edward VI., and where also J. I. doth hold for term of his life one messuage, and half a yardland in Congresburie called Folletts, containing 47*a.* of land and meadow by copy of Court Roll of the said manor, made unto him, William Aveye and Agnes his wife, according to the custom of the manor by the demise of William Allen and Mary his wife; and where also Alice Cesse, widow, doth hold for term of certain years one parcel of 'medowe' called Brodemeade, parcel of the manor, containing 22*a.*, of the demise of G. Owen; the reversion of all the premises after the death of Mary Allen to William Carr belonging: know that W. C. for 123*l.* hath sold to J. I. the reversion of Colles, the Orchard, Folletts and Broadmeade (*as above*) and all lands and tenements belonging to the premises, paying yearly to W. C. 4*l.* 12*s.* 2½*d.*, that is to say for Folletts 12*s.* 1½*d.*, for Colles 17*s.* 6*d.*, for the Orchard 15*s.* and for Broadmeade 47*s.* 2*d.*, the payments to begin after the death of Mary Allen, and for Folletts also yearly half a bushel of wheat. And if it happen the rent to be unpaid for one month after the Feasts of the Annunciation of the B.V.M. or of St. Michael the Archangel on which the same ought to be paid, being lawfully demanded at Folletts, that then it shall be lawful for W. C. to distrain on the premises, and if no sufficient distraint can be found, then W. C. may repossess the premises. And W. C. covenants that he is lawfully seised of the reversion of the premises, and that the premises shall be discharged of all encumbrances, except the yearly rent; and that after the death of Mary Allen J. I. may peaceably occupy the premises.

148. *At Hinton St. George, October 19, in the 12th year of Elizabeth, before Sir Hugh Poulet, Thomas Huyshe desires:—*

This indenture made October 10, in the 12th year of Elizabeth,

1570, between Thomas Huyshe of Bampton in Devon, gentleman, and Robert Olyver of Lawrence Lydiarde, clothier, witnesseth that T. H. for 100*l.* hath sold to R. O. the capital mansion house called Tetton in the parish of Kyngeston, and all lands belonging, now or lately in the tenure of Johane Hammon, widow, and all his other lands in Kingeston, and all deeds concerning the premises, and true copies of such as concern the premises with other lands. And T. H. covenanteth that he is true owner of the premises, and will make a good estate in the premises to R. O. by fine or otherwise as shall be devised by R. O., discharged of all encumbrances, the rents due to the chief lord of the fee and a demise of the premises made to Johane Hamon and Jacat, wife of Robert Goodynowe, whereupon the yearly rent of 6*l.* or more is to be received; and that the premises are of the yearly value of 5*l.* 8*s.* 8*d.* Provided that it is agreed that if T. H. pay to R. O. all debts which within the space of four years next ensuing he shall knowledge to owe to R. O. that then after the four years, anything contained in this indenture for the benefit of R. O. shall be void and T. H. may re-enter the premises; and R. O. shall yield up this indenture and the deeds concerning the premises to T. H. And T. H. doth covenant that if he make default in payment, he will make a good estate in the premises to R. O.

149. *At Wells, February 20, in the 13th year of Elizabeth, before Sir Hugh Poulet, J.P., Richard Rushe desires:—*

This indenture made February 16, in the 13th year of Elizabeth, 1571, between Richarde Rushe of Baltonsborough, yeoman, and William Smithe of Baltonsborough, yeoman, and Elianor his wife, witnesseth that R. R. for 25*l.* 10*s.* hath sold to W. and E. S. one tenement wherein W. S. now dwelleth, and the toft of a cottage in Milestrete called Kenesorcharde, a garden and curtilage, containing  $\frac{1}{2}$ *a.*, and a toft of another cottage called Whitlock with an orchard and croft annexed containing 2*a.* in Baltonsborough, 4*a.* of meadow and pasture at Butmoore in severalty; 1*a.* of meadow in Honeymeade, 1*a.* of land in the Northfield in Gyldon furlong; the 'fysshing' of the water course between the over or uppermost flight and the manor of West Lydford; and common of pasture for 10 beasts in Churchmoore

in Baltonsborough, with all other common of pasture for cattle in Southwood, Northwood, Lottishams Greene, and Kenyarde Moore or elsewhere to the premises belonging, and underwood in Northwood and Southwood belonging to the premises ; all which premises are now in the tenure of W. S. with all other lands and rights belonging to the premises, except free entry for Richard Rushe to and from the meadow of Thomas Rushe, now in the tenure of John Lanoure in Butmoore, by the east part of the said 4a. of meadow at Butmoore, and also the ' fyshinge ' of the river between Baltonsborough Mill and the overmost flight aforesaid ; to hold to W. and E. S. and the heirs of W. S. paying yearly to the Queen's Majesty, chief lords of the fee there 17s., being the ancient rent, usually payable at the four principal terms of the year. And R. B. doth covenant that if W. S. pays the said rent, the premises shall be discharged of all rents and suits of Court in Baltonsborough ; and that he is true owner of the premises ; and that the premises shall be discharged of all encumbrances, made by R. B., William Hungate of Saxton in the county of York, esquire, and William his son, estates made by copy of court roll to W. S. excepted ; and that during the space of two years next ensuing he will make unto W. S. all such assurance of the premises unto W. S. by fine or otherwise as shall be devised by W. S.

150. *At Chard, March 2, in the 13th year of Elizabeth, before John Kaynes and Richard Watkyns, J.P.s, John Lytle desires :—*

This indenture made September 19, in the 12th year of Elizabeth, 1570, between John Lytle of Toller Fratrum in Dorset, yeoman, and John Mundyn of Dorchester, witnesseth that J. L. for 16l. hath sold to J. M. his tenement in the borough of Stoford and his close of ground and pasture in Barwike, and all those houses, lands and profits to the tenement belonging, now or late in the tenure of Thomas Frye, the elder, and Thomas Frye, the younger, his son ; with all deeds concerning the premises. And J. L. covenanteth to make a good estate in the premises to J. M. by fine or otherwise, and that the premises shall be discharged of all encumbrances, the rents due to the chief lord of the fee, and the estate granted unto Thomas Fry, whereon the accustomed rent

of 6s. 8d. is received, excepted; and that he is true owner of the premises.

151. *At Taunton, June 13, in the 13th year of Elizabeth, before Henry Portman, J.P., John Cordwent desires :—*

This indenture made March 16, in the 13th year of Elizabeth, 1571, between John Cordwent of Stokegursye, gentleman, and John Dodyngton of Dodyngton, esquire, witnesseth that J. C. for 100*l.* hath sold to J. D. all his messuages, lands and rights in Knighton, Burton, Shurveton *alias* Shurton, Weakemore and Stogursey, and all his other lands in the county, or that are reputed to belong to the same, with all deeds concerning the premises: to have and to hold to J. D. and Johane his wife, and the heirs male, and for default the heirs female of their bodies, and for default of such issue to the right heirs of J. D. And J. C. doth covenant that he is lawfully seised of the reversion of the premises, whereof Johane Dodyngton now hath estate for term of her life; and that J. C. and Thomasyn his wife during the space of three years next ensuing shall do all such things as shall be devised by J. and J. D. for the better assurance of the premises to J. D. by fine or otherwise; and that J. C. shall discharge the premises of all encumbrances, the rents due to the chief lord of the fee, the estate of Johane D. for term of her life, and a lease made by J. C. unto George Dodyngton for thirty-three years to begin after the decease of Johane D., whereupon the yearly rent of 40*s.* shall be paid, excepted; and that whereas J. C. is to receive of George D. 13*l.* 6*s.* 8*d.* for a fine of the aforesaid term of thirty-three years, that J. D. may take the same.

#### Roll IX.

152. *At Chard, August 23, in the 13th year of Elizabeth, before John Sydenham, J.P., Robert Pawdye desires :—*

This indenture made April 18, in the 13th year of Elizabeth, 1571, between Robert Pawdye of Mountague, son of Roger Pawdye of Mountague, husbandman, and William Balche of Stoke under Hamdon, butcher, witnesseth that R. P. for 8*l.* 13*s.* 4*d.* hath sold to W. B. one acre of arable land and all his other

hereditaments in Stokett 'fylde' in a furlong called Hangensland in the parish of Stoke under Hamdon between the land of the Queen and the land of the late Parson's Rectory or free chapel of Stoke under Hamdon ; with all deeds concerning the premises. And R. P. doth covenant to make a good estate in the premises to W. B. discharged of all encumbrances, the rents due to the chief lord of the fee excepted ; and that he is true owner of the premises, and will do all such things as shall be devised for the better assurance of the premises to W. B.

153. *At Chard, August 24, in the 13th year of Elizabeth, before Humphrey Walrond and John Brett, J.P.s, Robert Kemys desires :—*

This indenture made June 24, in the 13th year of Elizabeth, 1571, between Robert Kemys of Cucklington, gentleman, and Nicholas Swanton of Winecaulton or Wincaulton, yeoman, witnesseth that R. K. for 244*l.* 11*s.* 9*d.* hath sold to N. S. all his burgage and watermill in Wincaulton now or late in the several tenures of Edward Wyneyarde, George Allforde, James Wikeham or Wickcombe, John Haynes and Agnes his wife, his fourth part of 11*a.* of meadow called Rowthorne in Wyncaulton, now or late in the tenure of Jane Dyer ; his other fourth part of the same meadow now or late in the tenure of James Wikeham, John Haynes and Agnes his wife ; his moieties of that tenement in Wincaulton now or late in the several tenures of John Hyllerd, William Symes *alias* Robyns, Robert Plympton, Alice Symes *alias* Robens, Iherom Dybbyn, Margaret Fyning *alias* Vyning, Richard Haule, John Chubbe, John Wyllowes *alias* Appulgard and Robert Ludwell ; his moieties, now or late in the several tenures of Henrye Glynne, John Hillard and James Alforde, of certain meadows called Chalmansfourde and Rowthorne in Wincaulton ; and his moieties of all lands and rights in Wyncaulton or in the forest of Selwood or elsewhere in Somerset to the premises belonging, and in the tenure of James Wikeham, John Hyllard, etc. (*as above*), and also all the moieties of commons, rents, view of frank pledge and other rights and privileges in Wincaulton to the premises belonging, except the manor of Marshe and the royalties thereunto belonging, the borough rents of the burgage in Wincaulton—other than of one burgage and

a half in the tenure of Robert Plimpton—with the trees and common of pasture in the forest of Selwood such hath usually been taken by the occupiers of the premises ; and the reversion of the premises, and the rents upon any leases of the premises. And R. K. doth covenant that he is seised of a good estate in the premises ; and that the premises are of the yearly value of 5*l.* 7*s.* 9½*d.*, and shall be discharged of all encumbrances, except leases and the rents and suits due from the premises, and that R. K. and Elizabeth his wife within the space of six years next ensuing will do all such things by deed enrolled or otherwise as shall be devised for the further assuring of the premises to N. S.

154. *At Pounceford (Poundisford), January 15, in the 14th year of Elizabeth, before William Hill, J.P., Henry Roll desires :—*

This indenture made December 28, in the 14th year of Elizabeth, 1571, between Harry Roll of Stephenston in Devon, esquire, son and heir of John Roll, late of Stephenston, esquire, deceased, and Margaret Roll, widow, late the wife of John Roll, witnesseth that H. R. for the love he beareth to M. R., his mother, and for a full satisfaction of all her title of dower in the lands of her late husband, except her title for term of her life in accomplishment of an award made by James Courtney, George Roll, Henry Roll and Gregorie Huckmore, esquires, hath sold to M. R. all his lands and tenements and rights, now the inheritance of H. R. of his father, J. R., in Winkley, Pilton, Milton Abbott, South Sidenham *alias* Sidenham, Fowey, Tawntoun, Drayton, Stockpiro, Lamport, Corynell, Shawyhe, Cornewood, Rowborughe, Thornbury, Seynte Sydswells near Exeter, Budlie and Phrithelstocke in Devon, Cornwaile and Somerset, with one tenement in Litle Torington, late in the tenure of Giles Holden, in Devon, to hold to M. R., for her life. And H. R. doth covenant that the premises shall be discharged of all encumbrances, the rents due to the chief lord of the fee and leases made by George and John Roll, on which the rents shall be paid to M. R., excepted, and that the premises in Shawyhe, Cornewood, St. Sidwells, Rowborough, Litle Toryngton, Thornbury, Budlie, Phrythelstock, Lamport and Corynell shall be of the yearly value of 20*l.* ;

and I, H. R., have ordained Valentine Roll, gentleman, and William Toker my attorneys to take seisin of the premises and deliver them to M. R.

155. *At Chard, July 11, in the 14th year of Elizabeth, before John Sidenham and John Kaynes, J.P.s, John Barnard, Anne his wife, and Thomas Whitt alias Coxe desire :—*

This indenture made June 30, in the 14th year of Elizabeth, 1572, between John Barnard of Puryton, husbandman, Anne his wife, late wife and executrix of John Hawkyns, deceased, and Thomas Whitt *alias* Coxe of Puryton, labourer : and Thomas Legh of Welles, gentleman, witnesseth that J. and A. B. and T. W. for 35*l.* have sold to T. L. and Alyce his wife that tene-ment in Sutton Mallet *alias* Veny Sutton within the parish of Morlynche, which Davye Morris and Purnell his wife now hold for term of their lives of the grant of Richard Pirrey, deceased, and Edithe his wife, containing 36*a.* of land, 'medowe' and wood, and the rent and reversion thereof ; a close of pasture called Nethelaye containing 3 yards, in Sutton Mallet in the tenure of William Hayward, Agnes his wife and John their son ; 4*a.* of land and a  $\frac{1}{2}$ *a.* of 'medowe' in Northbower in Bridgwater, now or late in the tenure of John Cogan of Chedsey, husbandman ; one burgage or void ground in the Boroughe of Bridgwater containing  $\frac{1}{2}$ *a.*, late in the tenure of Richard Gibbes, deceased, and all other lands, tenements and rights in Bridgwater, Northbower, Sutton Mallet and Moorlynch belonging to the premises ; all which premises were the inheritance of Richard Pyrrey, deceased ; with all deeds concerning the premises ; to hold of the chief lord of the fee by the rents accustomed. And J. and A. B. and T. W. covenant within the space of five years next ensuing to do all such things for the better assurance of the premises to T. L. and Alice his wife by fine or otherwise as by T. L. shall be thought good ; and that J. and A. B. in the right of A. or T. W. are lawfully seised of the premises, and that the premises are of the yearly value of 42*s.* and are discharged of all encumbrances, except the said leases and rents.

156. *At Bridgwater, Wednesday after the feast of St. Matthew,*



*in the 14th year of Elizabeth, before Edward Baber, J.P., Thomas Mawdley desires :—*

This indenture made April 26, in the 14th year of Elizabeth, 1572, between Thomas Mawdley of Wells, gentleman, and Thomas Legh of Wells, gentleman, witnesseth that T. M. for 30*l.* hath sold to T. L. three closes of 'medowe' or pasture containing 8*a.* in the south part of the park of the Byshoppe of Bath and Wells in Dulcotte westside in the parish of Wells, now in the tenure of George Wilkyns *alias* Lamberte, and all woods, waters and rights to the closes belonging, with all deeds concerning the premises, and true copies of such as concern the premises with other lands; to hold of the chief lord of the fee by the accustomed rents. And T. M. doth covenant that he is the true owner of the premises; and that the premises are of the yearly value of 20*s.*; and that the premises shall be discharged of all encumbrances, the rents due to the chief lord of the fee, and a lease made unto Johane, wife of George Wilkyns, and Robert and John his sons, whereon the yearly rent of 20*d.* shall be paid to T. L., excepted; and that during the space of five years next ensuing, for the further assurance of the premises to T. L., T. M. will do all such things as shall be devised by fine or otherwise.

*157. At Bridgwater, the same day before John Sidenham of Dulverton and William Hill, J.P.s, Christopher Kyrton desires :—*

This indenture made July 1, in the 13th year of Elizabeth, 1571, between Christopher Kyrton of Cheddar, esquire; and William Bythesea, yeoman, John Pryst, tanner, Thomas Durban, draper, John Bythesea, tanner, John Taunton, shoemaker, William Hall, mercer, Domynyck Kyng, tucker, Henry Twyford, shoemaker, John Marrowe, weaver, John Lewston, baker, Richard Fuller, mercer, Rychard Roweswell, glover, John Warren, butcher, Gryffin Jones, tanner, and John Williams, shoemaker, all of Axbridge, witnesseth that C. K. for 100*l.* hath sold to W. B., etc., the lands and tenements hereafter following :—

All that messuage now in the tenure of Thomas Allyn with a garden and orchard adjoining containing 1*a.*, called Knightcott in Cheddar, between the land of Sir John Thynne, knight, in the north, now in the tenure of John Jeffereys, and the land of the

Earle of Harford in the south, now in the tenure of William Bole, and 7a. 1 yard, 1 'stychē' of land, 'medowe' and reed to the same belonging whereof  $1\frac{1}{2}a.$  of arable land lyeth in the Ham in two several places, 1a. between the land of Sir John Thynne in the north, in the tenure of John Comer, and the land of William Webb, gentleman, in the tenure of John Martyn in the south, the other  $\frac{1}{2}a.$  lyeth between the land of Sir J. T. in the south in the tenure of J. Jeffereys and the land of Edmund Ro, gentleman, in the north, in the tenure of John Yepe; one close of pasture containing  $1\frac{1}{2}a.$  called Aveley, the common called Mendippe bounding the same round about;  $\frac{1}{2}a.$  lying upon the hills between the lands of Sir J. T., in the north in the tenure of Lenard Croker and in the south of William Bocher;  $\frac{1}{2}a.$  upon the hills between the lands of Sir J. T., in the south in the tenure of Richard Bysdaye and in the north, of John Yepe; 1 yard in Mydell More between the land of Sir J. T. in the north in the tenure of William Bole, and the land of Edmund Ro in the east in the tenure of Robert Spyryng; one  $\frac{1}{2}a.$  in Long Yerden between the lands of the church of Wells, in the north in the tenure of Thomas Winscombe, and in the south of John Smalcombe; 1 yard of land in Byttelcombe between the lands of Sir J. T., in the north in the tenure of Lenard Croker and in the south of John Lekey; one  $\frac{1}{2}a.$  in Bytelcombe between the lands of Sir J. T., in the north in the tenure of Thomas Osborne and in the south of Thomas Rogers; one  $\frac{1}{2}a.$  in Byttelcombe between the lands of Sir J. T. in the north in the tenure of Isabel Comer and the land of William Webb in the south in the tenure of Thomas Vallowe; 3 yards of land at Lytelwood between the land of W. Webb in the west in the tenure of Richard Semell and the land of Sir J. T. in the east in the tenure of John Yepe; 1 yard of pasture at Sheppen between the land of Sir J. T. in the north in the tenure of John Comer and the land of E. Ro in the south in the tenure of Robert Denmede; that tenement in Cheddar in the tenure of Thomas Morse with a garden and orchard adjoining containing  $\frac{1}{2}a.$ , between the land of W. Webb in the east in the tenure of William Reve, and the land of the Earl of Harford in the west in the tenure of John Waterman; that tenement in the tenure of George Kelson with a garden and orchard adjoining,

containing 1a. in Cheddar between the land of Sir J. T. in the west in the tenure of John Croker, and the Queen's highway in the east and north, that tenement in the tenure of Thomas Davys with a garden and orchard adjoining containing 1 yard in Cheddar between the lands of the church of Wells in the south in the tenure of Gilbert Gaunt and in the north in the tenure of Nicholas Reeve ; 2a. of 'medowe' to the same belonging in Stubbinham next to Ladylease between the land of Sir J. T., in the east in the tenure of William Bocher, and the land of William Northover (?) in the west ; that tenement in the tenure of Johane Vynsent with a garden and orchard adjoining containing 3 yards in Cheddar adjoining to the bounds of the Burrowe of Axbridge between the lands of the heirs of Thomas Smethes in the east in the tenure of one Hawkins and the procession way in the west ; 14a. of land and pasture in Cheddar in the tenure of John Bole whereof 2a. lie in Halfcombe between the land of Sir J. T., in the east, in the tenure of Thomas Bole and in the west of Lenard Croker, 2a. in Lytle Cowhams between the land of Sir J. T. in the south in the tenure of Elizabeth Fuller, widow, and the land of the E. of Herford in the north in the tenure of John Fenne, 1a. at Wyleslowe between the land of Sir J. T. on the east in the tenure of John Croker and the land of W. Webb in the west in the tenure of Thomas Spiryng ; 1a. in Overhill, between the lands of Sir J. T., in the north in the tenure of William Bocher and in the south in the tenure of Nicholas Hawkins, 1a. at Fullwell between the land of Sir J. T. in the east in the tenure of Elizabeth Fuller and the land of W. W. in the west in the tenure of Thomas Wynscombe, 1a. of pasture called Dunle between the common called the Barrowes in the west and the land of W. W. in the east in the tenure of Thomas Spyring and the wood called Hithe wood in the south, 1a. 3 yards in the west of Elynche, whereof 3 yards lie between the lands of Sir J. T. in the tenure of Thomas Bowle in the west and the land of W. W. in the east in the tenure of John Leake,  $\frac{1}{2}$ a. lieth above the 'weye' between the lands of Sir J. T., in the east in the tenure of Thomas Rogers and in the west of Nicholas Croker, and the other  $\frac{1}{2}$ a. above the 'weye' between the land of Sir J. T., in the tenure of Johane Alwaye, widow, and in the west (blank), 3 yards at Lyme (?) pytts

between the lands of Sir J. T., in the east in the tenure of John Comer, and in the west of Thomas Osborne,  $\frac{1}{2}a.$  in Malteland between the lands of Sir J. T., in the west in the tenure of John Jeffereys and on the east of Johane Webb,  $\frac{1}{2}a.$  at the east end of Axbridge between the land of W. Webb in the west in the tenure of Margerie Partrige and the land of Sir J. T. in the east in the tenure of Johane Alwaye,  $\frac{1}{2}a.$  in the 'flore' between the lands of Sir J. T. in the tenure of Lenerd Croker and Agnes Vowles, 1 yard between the land of Sir J. T., in the east in the tenure of Lenerd Fuller and the land of the E. of Harford in the west in the tenure of Thomas Davys, 3 yards by the east side of Elinche between the lands of Sir J. T., in the east in the tenure of Robert Denmede and in the west of John Tibbett; 1a. of rede in the tenure of John Croker of Hele, in Cheddar in Stubbenham between the lands of the Hall of Axbridge in the south and the land of John Bocher, gentleman, in the north, in the tenure of Thomas Came; 1a. of rede in Stubbenham in the tenure of John Gibb between the land of the heirs of Smithes called Cherye acre in the south and the land of William Smyth of Wells in the north in the tenure of John Gibb; 3 messuages in the west Strete of Axbridge in the south side in the several tenures of John Croker, John Burrage and Sibley Bickeley, widow, with the backside belonging between the land of the Queen in the west and the land of Sir Edward Capell on the east; 2 messuages and backsides in Axbridge, one in the tenure of Walter Durban containing 1a., one in that of John Norcott containing 1 yard, between the land of the Queen in the west and the land of Thomas Long, gentleman, on the east; that messuage in the tenure of Thomas Cloterbuck in Axbridge between the land of the Hall of Axbridge in the west and of John Bocher in the east, in the tenure of the same Thomas; 3 yards of mead in the Swathes to the same belonging between the land of Thomas Durban in the north and the land of the Hall of Axbridge on the south; that messuage now a barn in the tenure of the same T. C. with a garden, containing 3 yards between the land of the heirs of Thomas Smethes in the east and the land of the Hall of Axbridge in the west, in Axbridge; that garden containing 3 yards in Axbridge in the tenure of Jerome Waters between the land of the Queen in the

west and the land of John Bocher in the east ;  $3\frac{1}{2}a.$  of pasture and one little ' pece ' of ground called Moreheyes in Axbridge in the tenure of Thomas Davys, whereof one close is called West Lyes containing  $2a.$  lying under the hill by the west comb bounded by the hill in the east and north and the land of Sir Edward Capell in the west, 3 yards of mead in Portman Mede between the land of Thomas Durban in the south and the land of the Hall of Axbridge in the north, 3 yards in the same ' mede ' between the lands of the heirs of Seyntlo, the More heys containing 1 yard lieth against the middle wall between the lands of the Hall of Axbridge ; the Shamells in the market place of Axbridge in the west end of the south row of Shamells, in the tenure of Sibley Bickley ;  $1a.$  3 yards of pasture in Axbridge in the tenure of William Breddy the elder, whereof one close called Tuddhills containing  $1a.$  lieth between the land of Sir J. T. in the south and the land of John Bocher in the north, 3 yards of mead in Portman Mede between the land of the Hall in the south and the land of William Northover (?) in the north, and all lands, tenements and rights in Axbridge, Cheddar and Compton Episcopi or elsewhere belonging to the premises and all deeds which do concern the premises and true copies of such as do concern the premises with other lands. And C. K. doth covenant with W. B., etc., that he is lawfully seised of the premises, and that the premises shall remain to W. B., etc., discharged of all encumbrances, the rents due to the chief lord of the fee and such leases as are contained in the ' cedull ' annexed, excepted ; and that within the space of five years next ensuing he will do all such things as shall be devised for the sure making of the premises to W. B., etc., by fine or otherwise.

A ' brieffe ' note of such estates as are contained in this deed to be allowed by the grantees. Estates granted for term of life :—

1. To John Smythe, deceased and Elizabeth his wife, now wife of Thomas Allen, and Thomas their son, 1 cottage called Knightcott in Cheddar.
2. To Thomas and Johane Mercer, 1 messuage in Cheddar.
3. To George and Elizabeth Kelson and Christopher, son of George, 1 messuage in Cheddar.

4. To Thomas Davys, Isabell his wife and Barbara Lye, 1 messuage in Cheddar.
5. To Johane Vynsent, 1 tenement in Cheddar.
6. To John Bole, 14a. of land and pasture in Cheddar, with reversion to Isabell his daughter.
7. To John and Alice Croker and John son of John, 1a. of 'rede' in Stubbenham.
8. To John and Agnes Gill and John their son, 1a. of 'rede' in Stubbenham.
9. To John and Elizabeth Croker and Johane Marsh, daughter-in-law of John, 1 tenement in the west street of Axbridge.
10. To Johane, wife of John Tiverton, and John Egill, 1 tenement in the same.
11. To Sibley Byckley and Rafe her son, 1 tenement in the west street and 1 shamell in the Borough of Axbridge.
12. To Walter and Edyth Durban and Richard their son, 1 tenement in the Borough of Axbridge.
13. To John and Florence Norcott and Agnes their daughter, 1 tenement in the same.
14. To Thomas and Johane Cloterbucke and Peter son of Thomas, 1 tenement and barn in the same.
15. To Thomas and Isabell Davys and John Stevens, 3a. of mead and one Morehayes in Axbridge.
16. To William and Elioner Breddye and William their son, 1a. 3 yards of mead in Axbridge.
17. To Jerome Waters and Richard his son, 1 garden containing 3 yards.

158. *At Bridgwater, Tuesday after the feast of St. Matthew, in the 14th year of Elizabeth, before George Sidenham and John Colles, J.P.s, Richard Banwell desires :—*

This indenture made August 1, in the 14th year of Elizabeth, 1572, between Richard Banwell of the city of New Sarum, yeoman, and Henry Glynne of Wincaulton, yeoman, witnesseth that R. B. for 26l. 13s. 4d. hath sold to H. G. his messuage called Watkyns and a garden containing 1 yard of ground, in Wyncaulton in the east part of South Street between the inn called

the Harte on the north, and the burgage late of George Churches, deceased, now in the tenure of Ralfe Lawrens on the south, with all his rights in the premises and all deeds concerning them. And R. B. covenanteth to make to H. G. a good estate in the premises by fine or otherwise ; and to do all such things as shall be devised for the further assurance of the premises to H. G. and that the premises shall be discharged of all encumbrances, except the rents due to the chief lord of the fee ; and that he is true owner of the premises.

159. *At Wells, Tuesday after the feast of the Epiphany, in the 15th year of Elizabeth, before Henry Portman and Edward Popham, J.P.s, Thomas Legh desires :—*

This indenture made January 12, in the 15th year of Elizabeth, 1573, between Thomas Legh of Wells, gentleman, Richard Uppetton, gentleman, John Barnard, clothier, and Thomas Coward, yeoman, all of Shepton Mallet : and Thomas Clement of Inglisbache in Inglishecombe, husbandman, witnesseth that T. L., etc., have sold for 110*l.* to T. C. two messuages in Wester Shepton in Shepton Mallet, with all lands appertaining, in the tenure of William Oliver, in the right of Margaret his wife, for term of her life, by copy of court roll according to the custom of Shepton Mallet, late the Lord Delawarre's, by the yearly rent of 4*1s.* ; reserving to T. L., etc., the patronage of the church of Shepton Malet and all rights, and court profits to the manor of Shepton Malet belonging. And T. L., R. V., J. B., and T. C. do covenant to discharge the premises of all encumbrances, the rents due to the chief lord of the fee, and fines on the conveyance made or to be made of the manor of Shepton Malet by Lord Delawarre, Thomas West his son and Sir William West his brother to T. L., etc., or of the premises to be sold to T. C., excepted ; and that T. L., etc., during the space of five years next ensuing will do all such things for the better assurance of the premises to T. C. as shall be devised by T. C. by deed enrolled or otherwise, so that T. L., etc., be not compelled to 'travaile' above five miles from the houses where they shall then be abiding ; and that where Lord Delawarre, Sir W. West and T. West stand bounden unto T. L., etc., by statute staple having date November 27, in the 15th year of Elizabeth in the sum of 2500*l.*, whereupon

an indenture of defeasance is made between the parties bearing date November 12, in the 14th year of Elizabeth, for the performance of certain things specified therein, if T. L., etc., do at the cost and charges of T. C. sue Lord Delwarre, etc., for any 'breche' of the indenture, concerning the premises now sold, and receive any sum of money of Lord Delawarre, etc.—then T. L., etc., shall pay T. C. at the Crosse in the market place at Shepton Mallet such charges as T. C. shall reasonably have disbursed about such action, if T. L., etc., have received such money as will suffice to pay the charges, and two parts of three and thirty parts of any such money remaining.

160. *At Hinton St. George, May 17, in the 15th year of Elizabeth, before Sir Hugh Poulet, J.P., Richard Wattes desires :—*

This indenture made November 30, in the 15th year of Elizabeth, 1572, between Richard Wattes of North Cadbury, gentleman, and Robert Merycke of Abbotts Camell *alias* West Camell, yeoman, witnesseth that R. W. for 16*l.* 10*s.* 0*d.* hath sold to R. M. the toft of one tenement called Battes containing  $\frac{1}{2}$ *a.* of pasture in Quene Camell, one 'lytle close or parrocke' containing 1*a.* of pasture in a place called Wales, 1 close of meadow in severalty called Shytterock containing 3*a.*, and 5*a.* 1 yard of arable land lying in sundry places in the common fields of Quene Camell, all in the parish of Quene Camell, and now or late in the tenure of Isaac Runney; with all rights belonging to the premises, and all other lands and tenements of R. W. in Quene Camell; and all deeds concerning the premises. And R. W. covenanteth to make to R. M. a good estate in the premises, and that R. W. and Elynor his wife shall during the space of ten years next coming do all such things by fine or otherwise as shall be devised for the better assurance of the premises to R. M., and that R. W. is true owner of the premises, and will discharge the premises of all encumbrances, the rents due to the chief lord of the fee and two estates of the premises made to Isaac Runney and Katharyn his daughter on which the accustomed rent of 6*s.* 8*d.* shall be yearly payable to R. M., excepted.

161. *At Chard, Sunday, July 11, in the 15th year of Elizabeth,*



before George Sydenham, John Colles and John Sidenham, J.P.s, William and Henry Wyne desire :—

This indenture made June 20, in the 15th year of Elizabeth, 1573, between William Wyne, yeoman, and Henry Wynne, husbandman, of Quene Camell : and Robert Merycke of Abbotts Camell *alias* West Camell, witnesseth that W. W. and H. W. have sold to R. M. that messuage and garden wherein dwelt Rafe Martyn *alias* Smythe, deceased, being the east tenement of two tenements in Wales in Quene Camell which Roger James *alias* Willis now holdeth between the land of Robert Meryck in the north and the furlong called Iulands above Wales, parcel of the common fields in the south ; two little closes or ' parockes ' in the east of the messuage, one between the land of R. M. in the south and the watercourse in the east and north, the other between the land of R. M. in the north and the furlong called Iulands in the south, containing 1a. ; 13a. 3½ rods of arable land, meadow and pasture, that is to say : 1 close of pasture in west Pill field called the Neyther close between the land of Nicholas Ashforde, esquire, in the east, and the land of William Mountague, gentleman, in the west, containing 2a. ; 2 little closes of pasture called Boles closes, wherein is a ' puckesey ' lying next unto West Camell lordship and next unto a little close of pasture of R. M. called Bickesbed, containing 1½a. ; ½a. of meadow in a common mead called Shytterock by the hedge of Thomas Flaile ; 1a. of arable land in the nether furlong called Iulandes above Wales between the land of R. M. in the west and the land of the ' Dowches ' of Somerset in the east ; 3 rods of arable land in the said furlong called Inlandes between the land of R. M. in the west and the land of the ' Dowches ' in the east ; 1 rod of arable land in the same furlong between the land of R. M. in the east and the land of the ' Dowches ' in the west ; ½a. of arable land in the furlong in the north-west side of Ruggewaies Crosse between the land of R. M. in the west and the land of the ' Dowches ' in the east ; 2 yards of arable land in the south side of Ruggeway at the west end of West Longland between the land of Sir Walter Mildmay in the east and the land of the ' Dowches ' in the west ; 1a. of arable land in Shortfurlong in the north side of Ruggeway between the land of Sir W. Mildmay in the west and the land

of N. Ayshford in the east ; 1a. more in the same furlong of arable land between the land of R. M. in the west and the land of the ' Dowches ' in the east ; 1a. of arable land upon Walles hill between the land of N. Ayshford in both parts ; 1a. 1½ rods of arable land upon Walles hill under Hardwell between the land of the ' Dowches ' in the north and the land of William Wyne in the south ; ½a. of arable land against Walles hill between the land of R. M. in the west and the land of Peter Higdon in the east ; ½a. more in the same furlong which now lieth by Davige Rowe of trees between the land of the ' Dowches ' in the east and the land of Sir W. Mildmay in the west, and 1a. of arable land lying north and south in Maperton furlong between the land of R. M. in both sides ; all which messuage and lands are in Quene Camell and now or late in the tenure of Roger James *alias* Willies ; with all buildings, commons and rights to the messuage belonging and all deeds concerning the premises (including those) which are or were in the possession of Alice James *alias* Willys of Holton, widow, and Roger James *alias* Willis, now of Quene Camel, butcher, and true copies of such as do concern the premises with other land of W. W. and H. W., except such deeds as concern one messuage in Walles called Bottellmakers *alias* Smythes, wherein dwelled John Bole, deceased. And W. W. and H. W. do covenant during the space of five years next ensuing to do all such things as shall be devised by fine or otherwise for the better assurance of the premises to R. M. and that they will discharge the premises of all encumbrances, the rents due to the chief lord of the fee excepted.

162. *At Wells, January 14, in the 16th year of Elizabeth, before Amias Poulet, J.P., Thomas Legh, Richard Uppeton, John Barnard and Thomas Coward desire :—*

This indenture made November 20, in the 16th year of Elizabeth, 1573, between Thomas Legh, etc. (*as in No. 159*), and William Whyte of Shepton Mallet, ' cordyner,' and Dorothe his wife, witnesseth that T. L., etc., for 20l. have sold to W. and D. W. two tenements : the one wherein W. W. now dwelleth, and the other adjoining is called Hethfeilde, and all the lands belonging to the tenements in Shepton Mallet or elsewhere in

Somerset, which now or late were in the tenure of W. W. for term of his life by copy of court roll according to the custom of the manor of Shepton Mallet, late the inheritance of Lord Delwarre, by the yearly rent of 13s. 8d. ; with as much common of pasture in the manor of Shepton Mallet as hath been heretofore occupied by W. W., except in such arable grounds as shall be inclosed during the said inclosure ; and all other rights to the premises belonging. And T. L. covenants to discharge the premises of all encumbrances made by T. L. since his purchase of Shepton Mallet from Lord Delawarre, the rents due to the chief lord of the fee excepted. (And R. U., J. B., and T. C. covenant the same.)

And T. L., etc., covenant during the space of two years next ensuing to do all such acts for the better assurance of the premises to W. W. as shall be devised by W. W. by fine or otherwise. And where William Lord Delawarre and Thomas West his son stand bounden unto T. L., etc. (*as in No. 159*), T. L. covenants that if he overlive R. U., J. B. and T. C., he shall suffer W. and D. W. upon the breach of any articles in the bond and indenture of defeasance concerning the premises to commence a suit against Lord Delawarre or his heirs upon the bond, and upon judgement effect the execution thereof, and receive 25*l.* 12s. 6*d.* by virtue of the said execution or as much more as W. W. shall reasonably employ in the suit, to be divided between T. L., R. U., J. B., T. C., W. W. and the residue of the tenants of the manor of Shepton Mallet ; and that the bond will not be made void without the consent of W. W. (And R. U., J. B., and T. C. covenant the same.) And T. L. covenants that W. and D. W. shall not be molested for any Leet or Lawday because of the assurance made to T. L. by Lord Delwarre. (And R. U., J. B. and T. C. covenant the same.) And W. and D. W. covenant that the premises shall be to the use of T. L., etc., and that they will keep harmless the premises to T. L., etc., of any charges that may grow by any suit made by them in the name of T. L., etc.

163. *At Wells, Tuesday after the feast of the Epiphany, in the 16th year of Elizabeth, before Sir James Fitzjames, John Horner, and William Bowereman, J.P.s, Thomas Westley desires :—*

This indenture made July 8, in the 15th year of Elizabeth,

1573, between Thomas Westley of West Harptrey, gentleman: and William Smythe of Wells, woollen draper, Christopher Powell of Westburie, yeoman, and John Smythe son of William Smythe, witnesseth that T. W. for 115*l.* has granted to farm unto W. S., C. P., and J. S., one tenement in West Ayshton in Wiltshire containing 130*a.* of land, meadow and pasture, with all build-ings belonging; six small grounds adjoining containing 18*a.*; one parcel of ground in Westburie; 1½*a.* adjoining on a lane called Kyttells Lane on the north side, near unto the land of Thomas Renge in the west, and one Gawens land in the east and south sides; one pasture on Crannell field 11*a.*, the Queen's land on the east, and the land of William Brounker esquire on the west; 12*a.* of pasture in Ashtene(?) <sup>1</sup> croft; one parcel of ground in west town called Honymans, 5*a.*, the land of W. Brounker on the east and William Palmer's land on the west; one meadow called Shepperds(?) <sup>2</sup> meade, 3*a.*, the land of William Button, esquire, on the north, and the land of W. Brounker on the east; 1 plot in west town near the land of W. Button on the east and north; one little mead called the Hammes, 1*a.*, by Bynditch field on the south and the field called Winailfiede on the north; 5½*a.* of mead in Dodesmede; two ½*a.* of meadow in Crannell mead; lands and meadows in Bindiche containing 10*a.*; 1*a.* of arable land in the Laynes; ½*a.* of arable land in Honegustes; 5½*a.* of arable land on Painge; 25*a.* of land and meadow in Winaylfield; 30*a.* of land and meadow in Crannell field; 22*a.* of land and meadow in Ceppetrove field; all which Richard Allys now holdeth; to hold for term of their lives paying yearly to T. W. 50*s.* and their best cattle in the name of a 'herytt' after the death of any of them; the first payment of rent to begin after the determination of a former lease, for years to come whereby Richard Allys now holdeth the premises. And if the rent be unpaid for more than one month, after the day of payment, and no sufficient distress be found on the premises, then it shall be lawful for T. W. to re-enter the premises. And W. S., C. P., and J. S. covenant after the expiration of the former lease to pay yearly during the term of their lives 17*s.* rent to the Queen and 3*s.* to William Button due from the

<sup>1</sup> Illegible.

<sup>2</sup> *Ibid*

premises; and to repair the buildings on the premises. And T. W. covenants that they may take sufficient 'housebote, heybote, ploughbote, firebote, gatebote and barbote'; and that he will knowledge one fine of the premises before the justices of assizes in Somerset unto Thomas and George Buckeland for the assurance of the premises to W. S., C. P., and J. S. at their cost, and to the intent that T. and G. Buckland shall be seised of the tenement to the use of W. S., C. P., and J. S. for term of their lives and after to the use of T. W.; and that T. W. will discharge W. S., C. P., and J. S. of any suit of court or other charges not expressed to be paid by them; and that after March 4, 1575, they may enter the premises and take the issues, and that he will warrant them in the premises against all men, and do all such things as shall be devised for the further assurance of the premises to them.

164. *At Taunton, Tuesday after the feast of the Trinity, in the 16th year of Elizabeth, before Henry Portman, J. P., John Coleman desires:—*

This indenture made April 12, in the 16th year of Elizabeth, 1574, between John Coleman of Stawleigh, husbandman, eldest son of James Coleman and Lewis his wife, and 'cosen' and one of the next heirs in 'coparcenerie' to Robert Darche, 'clarke, late vycker of Cutcombe,' that is to say, eldest son of Lewes, sister of Robert Darche: and John Perry of Gerbestone, gentleman, witnesseth that J. C. for 300*l.* hath sold to J. P. his part of all such lands as should come to him from R. D. deceased, with all rights belonging to and all deeds concerning them. And J. C. doth covenant to discharge the premises of all encumbrances, the rents due to the chief lord of the fee and leases excepted; and within the space of three years next ensuing to do all such things by fine or otherwise as shall be devised for the further assurance of the premises to J. P.

165. *At Taunton, June 8, in the 16th year of Elizabeth, before Henry Portman, J. P., Elinor Slococke desires:—*

This indenture made April 12, in the 16th year of Elizabeth, 1574, between Elinor Slocock of Langford, widow, one of the sisters and next heirs of Robert Darche (*as in No. 164*) and John

Pery of Gerbeston, witnesseth that E. S. for 300*l.* hath sold to J. P. all the lands and rights which shall come to her from R. D. and all deeds concerning them. And E. S. doth covenant to acquit the premises of all encumbrances, the rents due to the chief lord of the fee and leases excepted; and to do all such things as shall be devised by fine or otherwise for the further assurance of the premises to J. P.

166. *At Taunton, August 6, in the 16th year of Elizabeth, before Edward Baber, J.P., Bartholomew Horsey desires:—*

This indenture made April 12, in the 16th year of Elizabeth, between Bartylmew Horsey of Marten in Wiltshire, esquire, and William Goodhinde the elder, of Saulforde *alias* Salforde *alias* Saltforde, clothier, witnesseth that B. H. for 306*l.* hath sold to W. G. the lordship and manor of Saulford, with the capital messuage in Saulford now or late in the tenure of W. G. with all lands and rights belonging; four tenements in Saulford now or late in the several tenures of John and Johane Fussell, William Goodhynde the younger, Edward Awste, Agnes Gyles, widow, and Richard Gyles, and all lands belonging; a yearly rent of 8*s.* 4*d.* payable out of a tenement in Saulford now or late in the tenure of John Brayne the younger; all lands in Saulford which were of William Horsey, deceased, his father, and all deeds concerning the premises, except such part of the manor as John Goodhynde, deceased, purchased of William Horsey. And B. H. doth covenant that he, B. H., is true owner of the premises; and that he and Fraunces his wife will during the space of five years next ensuing do all such things for the further assurance of the premises to W. G. by fine or otherwise, so that he and F. his wife be not compelled to travel further than the city of New Sarum; and that he will discharge the premises of all encumbrances, the rents due to the chief lord of the fee and estates for not more than three lives made to the above-named and others, excepted.

167. *At Wells, September 17, in the 16th year of Elizabeth, before William, Bishop of Bath and Wells, J.P., Thomas Leigh, Richard Upton, John Barnard and Thomas Coward desire:—*

This indenture made June 29, in the 16th year of Elizabeth,

1574, between Thomas Legh, etc. (*as in No. 159*), and Walter Buckland of Clerkenwell in Middlesex, esquire, witnesseth that T. L., etc., for 70*l.* do sell unto W. B. all the rents and services of the hereditaments of William James and Agnes his wife in the right of Agnes, Edmund Champyon and Thomas Brooke, being freeholders of divers small freehold tenements in Shepton Mallett, and all their assize of bread, wine and ale, liberty of leet and other rights in Shepton Mallet, which they purchased of Lord Delawarre and their title to the advowson of Shepton Mallet, to be taken in alternat turns, of which W. B. hath heretofore one turn; except the inheritance of the soil of the waste ground in Shepton Mallet and the moiety of all the fish and flesh shambles in the Market Place of Shepton Mallet, of the void ground in the market and of the profits of the market to be kept there every Friday. And W. B. doth covenant to save T. L., etc., against all other persons than be parties to this indenture as lately were tenants and purchasers of Lord Delawarre of any part of his manor of Shepton Mallet, concerning the premises now sold.

168. *At Bridgwater, September 15, in the 16th year of Elizabeth, before John Colles and Thomas Mallet, J.P.s, John Wason desires :—*

This indenture made August 24, in the 16th year of Elizabeth, 1574, between John Wason of Brodemerston, yeoman, and John Hidgcocke of Clapton, tanner, witnesseth that whereas by fine levied in the 5th year of Edward VI., between Thomas Bowdon, complainant, and Edmund Huntley, esquire, William his son and heir and Johane his wife, and J. W. deforciants, of 13*a.* of meadow and 21*a.* of pasture in Nether Adbeer, by which E. H., etc., did recognise the premises to be the right of T. B. as those that he had of their gift, and the same quitclaimed unto T. B., and T. B. did grant the premises to J. W., to have and to hold unto him immediately after the decease of Thomas Wason and Julyan his wife, for the term of sixty-one years, yielding therefore yearly unto T. B. 51*s.* 8*d.*, and the reversion of the premises did grant to J. W. and J. H. and the rent received upon the said lease: now J. W. for 40*l.* hath let unto J. H. his rights in the premises

for the said terms of years, and J. W. doth covenant that he hath full power to sell the said term, discharged of all encumbrances made by J. W.

169. *At Mydlelambrooke, September 27, in the 16th year of Elizabeth, before Humphrey Walrond, J.P., Edmund Huntley desires :—*

This indenture made September 20, in the 16th year of Elizabeth, 1574, between Edmund Huntley of Bruton, gentleman, and John Raynolde of Homer, gentleman, witnesseth that E. H. for 10l. hath sold to J. R. his lordship and manor of Neyther Adbere with all the appurtenances in Nether Adbere, Over Adbere and Homer in the parishes of Mudford, Trent and Quene Camell, or elsewhere in Somerset, and all his other lands and messuages in the said parishes, with all deeds concerning the premises. And E. H. doth covenant to make all such further assurance by fine or otherwise to J. R. as shall be devised by J. R. and that the premises shall be discharged of all encumbrances, the rents due to the chief lord of the fee excepted ; and that E. H. shall be seised of the premises to the use of J. R. ; and that J. R. shall occupy the premises and receive the profits.

### Roll X.

170. *At Wells, January 12, in the 17th year of Elizabeth, before Hugh Smythe, J.P., John Popham desires :—*

This indenture made October 25, in the 16th year of Elizabeth, 1574, between John Popham of Wellington, esquire, and John Blake of Plainsfield, yeoman, witnesseth that whereas Read Stafford, esquire, and Mabilde his wife are seised in her right for term of her life for her dower, of the inheritance of Nicholas Williams, deceased, sometime her husband, by the assignment of the Queen's Majesty, among other things, of one tenement and 20a. of land, meadow and pasture, now or late in the tenure of Richard Leker ; one tenement and 11a. of land and meadow, sometime in the tenure of Henry Croker *alias* Croke ; one tenement and 14a. of land and meadow now or late in the tenure of Richard Murley ; one tenement and 16a. of land and meadow,



now or late in the tenure of Alice Arthur ; one tenement and 1a. of land now or late in the tenure of John Fideyne ; all in Plainsfield ; one close of land in Ayshotte called Morlymere now or late in the tenure of Richard Leker ; and one tenement and 4a. of land in Plainsfield now or late in the tenure of John Hornball ; the reversion of the premises belonging to the Queen : and whereas the Queen by letters patent of July 19, in the 16th year of her reign did grant unto Robert, Earl of Leycester, the reversion of the premises, to hold of the Queen as of her manor of East Grenewiche in free socage ; and where the said Earl by his writing sufficient in the law bearing date July 20, in the same year did sell the reversion to John Popham, now J. P. hath sold the reversion to John Blake, with all deeds concerning the premises ; to hold of the Queen as aforesaid. And J. P. doth covenant that the premises shall be discharged of all encumbrances, the estate of Mabilde, leases not exceeding three lives, a yearly rent of 6l. 13s. 4d. granted unto William, son of J. B., out of the tenement in the tenure of Alice Arthur, and the rents due to the chief lord of the fee, excepted ; and that J. P. for the further assurance of the premises to J. B. shall during the space of three years next coming do all such things as shall be devised by J. B.

171. *At Wells, January 14, in the 17th year of Elizabeth, before Henry Portman, J.P., John Bridgwater desires :—*

This indenture made November 4, in the 16th year of Elizabeth, 1574, between John Bridgwater, clerk, one of the canons residentiary of the cathedral church of Wells and David Jones of Wells, gentleman, witnesseth that J. B. for 71l. hath sold to D. J. that house in Wells called the Colledge adjoining unto Mountroye Lane, with the orchard and garden belonging, and one stable, garden and orchard on the east side of the Colledge which were lately in the tenure of John Fitzjames, clerk, and are now in that of J. B. ; and all deeds concerning the premises. And J. B. doth covenant that he is true owner of the premises, and that the premises are discharged of all encumbrances, the rents due to the chief lord of the fee, and leases at will to the occupiers of the premises, which D. J. may determine at or

before the feast of the Annunciation next coming, excepted ; and that within two years next ensuing he will make such further assurance of the premises to D. J. as shall be devised by D. J. ; and whereas John Ailworth, now or late of Northawe in the county of Hertford, esquire, by his deed obligatory of December 13, in the 11th year of Elizabeth, became bounden to J. B. in the sum of 100*l.* for the performance of two indentures of the same date between J. A. and J. B., J. B. hath now assigned the indentures and obligation to D. J. ; and doth covenant to avow all such actions as D. J. shall commence against J. A. in the name of J. B. upon the said obligation, at the charges of D. J. ; and J. B. will not release the obligation, and D. J. may take the profits thereof.

*172. At Wells, January 12, in the 17th year of Elizabeth, before Sir Henry Portman, J.P., Thomas Pacy desires :—*

This indenture made January 3, in the 17th year of Elizabeth, 1575, between Thomas Pacy of Shiplade, gentleman, and Thomas Oldmixton of Winscombe, gentleman, witnesseth that T. P. for 40*l.* hath sold to T. O. one tenement containing 10*a.* called Least land in Uphill now in the tenure of T. O. with all lands and rights belonging, and all deeds concerning the premises. And T. P. doth covenant within the space of three years next ensuing to do all such things as shall be devised by T. O. for the further assurance of the premises to T. O. by fine or otherwise, and that he will discharge the premises of all encumbrances, the rents due to the chief lord of the fee excepted ; and that he is true owner of the premises.

*173. At Taunton, August 3, in the 17th year of Elizabeth, before Amias Poulet and John Colles, J.P.s, Thomas Bampfilde desires :—*

This indenture made July 19, in the 17th year of Elizabeth, 1575, between Thomas Bampfild of Hardington, esquire, and Hugh Bampfilde of Sturmyster Newton Castle, in Dorset, gentleman, witnesseth that T. B. for 600*l.* hath sold to H. B. his manor of Hemington with a grist mill belonging and the advowson of the rectory of Hemington and all lands and rights belonging to the manor, all which Richard Buckland and Humphrey Copilston

did convey to Thomas and John Bampfilde, grandfather and father to T. B., and which descended to T. B. from them. And T. B. doth covenant that he is true owner of the premises ; and that the premises are of the yearly value of 29*l.* 10*s.* 5½*d.* discharged of all encumbrances, leases and grants by copy of court roll excepted. Provided that if T. B. shall pay H. B. 600*l.* on the feast of the Annunciation 1577, at the house wherein H. B. now dwells at Sturmyster Newton Castle, that then this sale shall be void ; and H. B. shall acquit the premises of all encumbrances made by him. And T. B. doth covenant that if he fail in payment he will, during the space of five years next ensuing the default, do all such things for the further assurance of the premises to H. B. as shall be devised by H. B. and give H. B. the deeds concerning the premises.

174. *At Donyatt, October 3, in the 17th year of Elizabeth, before Humphrey Walrond, J.P., Thomas Cuffe desires :—*

This indenture made October 3, in the 17th year of Elizabeth, 1575, between Thomas Cuffe of Rowland, esquire, and Robert Cuffe of Cryche, esquire, witnesseth that T. C. for 200*l.* hath sold to R. C. the farm of Hawkridge in the parish of Westmunketon with all houses, lands, and rights belonging, now in the tenure of Hugh Norrrys, gentleman ; with all deeds concerning the premises. And T. C. doth covenant that he and Johane his wife shall during the space of five years next ensuing do all such things as shall be devised by R. C. for the better assurance of the premises to R. C., by fine or otherwise ; and that he is true owner of the premises ; and that the premises shall be discharged of all encumbrances, two leases for term of lives made to Hugh Norrrys and Johane his wife excepted, and that he will acquit the premises of all rents due to the Queen's Majesty, except the chief rents as due to the lord of the fee.

175. *At Meryfield, January 6, in the 18th year of Elizabeth, before Sir Amias Poulet, J.P., John Bulbeck desires :—*

To all to whom this present writing shall come, John Bulbeck the elder of Clyvedon, esquire, sendeth greeting. Know that I, J. B., in consideration of the advancement of John, my eldest

son, have given him my annuity of 60*l.* payable to me during my life by Francis Bulbeck my son, by virtue of a fine between us levied, and all other rents payable to me by F. B. or any other person by any conveyance, to have and to hold unto J. unto the end of the term of twenty-one years, of which rent I have put him in possession by giving of him one penny in the name of seisin. October 2, in the 17th year of Elizabeth, 1575.

176. *At Yeovil, July 27, in the 18th year of Elizabeth, before John Kaynes, J.P., George Gilbert desires :—*

This indenture made March 14, in the 18th year of Elizabeth, 1576, between George Gilbert of Witcombe, esquire, and Hugh Bamfile of Sturmister Newton, in Dorset, esquire, witnesseth that G. G. for 200*l.* hath sold to H. B. the manor of Hull in the parish of Horsington, with its appurtenances in Horsington, Wincaulton, South Cheriton and North Cheriton, which were the inheritance of Anthony Gilbert, deceased, saving the first crop of 9*a.* of meadow in South Cheriton mead and common of pasture in Whorewood or elsewhere in the manor of Horsington, lately conveyed by G. G. to Robert Ludlow, esquire, and John Fitzjames, esquire, with all deeds concerning the premises, to hold of the chief lord of the fee by the rents accustomed. And G. G. doth covenant that he is true owner of the premises, and that the same are of the yearly value of 9*l.* 6*s.* 8*d.* by the ancient rent of assise; and that within six months ensuing he will procure this indenture to be enrolled. Nevertheless H. B. doth covenant that if G. G. repay him 200*l.*, on March 26, 1577, 100*l.* and on March 26, 1578, 100*l.*, in the porch of the parish church of Sturmister Newton, then the present sale shall be void and G. G. shall re-enter the premises. But if default be made in repayment, G. G. doth covenant that he and Anna his wife within the space of two years next ensuing shall do all such things as shall be devised for the further assurance of the premises to H. B., and that the premises shall be discharged of all encumbrances, the rents due to the chief lord of the fee, the conveyance made by G. G. to R. Ludlow and J. Fitzjames, and leases excepted; and that on default of repayment G. G. will deliver to H. B. an indenture made to him on March 15, in the

8th year of Elizabeth, by Henry Gilbert of Little Sodbury in Gloucestershire and William Gilbert of Baltesborough, and a deed of feoffment made by them of the premises to G. G. and an exemplification of a recovery wherein G. G. recovered the premises against Henry Gilbert, and all other deeds concerning the premises. And because the premises are unknown to H. B., G. G. covenants that before the feast of St. Michell the Archangell next ensuing H. B. may release the premises to G. G., and G. G. shall repay him 100*l.*; and H. B. covenants then to deliver to G. G. that part of this present indenture which is to remain with him and an obligation of the same date whereby G. G. and John Keynes of Compton Pauncefoot, esquire, stand bound to H. B. for 400*l.* for the performance of this indenture.

*177. At Sea, October 5, in the 18th year of Elizabeth, before Humphrey Walrond, J.P., Bartholomew Hodges desires :—*

This indenture made October 3, in the 18th year of Elizabeth, 1576, between Bartholomew Hodges of Wyncombe, gentleman, and William Hodges of Spekyngton in the parish of Yevilton, yeoman, witnesseth that B. H. hath sold to W. H. his manor of Bridghampton and Spekyngton with its appurtenances in Yevilton or elsewhere in Somerset, and all his other lands in Yevilton or elsewhere, now in the several tenures of W. H., John Lyde of Bridghampton, John Eastmonte, Mary Higdon, widow, Thomas Persons of Milton, John Odhams of Yevilton and Robert Hodges. And B. H. covenanteth that the premises shall be discharged of all encumbrances, and that during the space of thirty years ensuing he or his heirs shall do all such things for the further assurance of the premises to W. H. by fine or otherwise as shall be devised by W. H.

*178. At Sea, October 5, in the 18th year of Elizabeth, before Humphrey Walrond, J.P., Bartholomew Hodges desires :—*

This indenture made October 4, in the 18th year of Elizabeth, 1576, between B. H. (as in No. 177) and Giles Hodges of Charleton Adam, gentleman, witnesseth that B. H. hath sold to G. H. the rectory and parsonage of Charleton Adam, and all messuages, lands and tithes belonging, and all his other lands in Charleton

Adam, Spekington, Bridghampton and Evelton, and all deeds concerning the premises. And B. H. doth covenant that the premises shall be discharged of all encumbrances, and that he will do all such things as shall be devised by G. H. for the further assurance of the premises to G. H. by fine or otherwise.

179. *At Taunton, June 5, in the 19th year of Elizabeth, before John Colles, J.P., Margaret Coucke alias Evans desires :—*

This indenture made January 20, in the 19th year of Elizabeth, 1577, between Margaret Coucke *alias* Evans of Dunster, widow, late the wife of William Coucke *alias* Evans of Dunster, deceased, and 'cosen' and heir of John Saxon sometime of Dunster, deceased, that is to say daughter of Katherine Graunte of Bath, sister of John Saxon, father of the said John ; and John Griffith *alias* Over of Dunster, haberdasher, witnesseth that for 6*l.* 13*s.* 4*d.* M. C. hath sold to J. G. her part of one messuage called Thorne in Luxborough and all her lands in Thorne, Carhampton and Luxborough, and her rights therein by the last will of John Saxon, deceased, with all deeds concerning the premises. And M. C. doth covenant to discharge the premises of all encumbrances, the rents due to the chief lord of the fee excepted, and to do all such things as shall be devised by J. G. for the further assurance of the premises to J. G. by fine or otherwise ; and that any fine hereafter levied by M. C. shall, be to the use of J. G.

180. *At Taunton, September 6, in the 19th year of Elizabeth, before John Colles, J.P., Thomas Sellwood desires :—*

This indenture made September 6, in the 19th year of Elizabeth, 1577, between William Sellwoode, son of Thomas Sellwoode late of Ayshpriors, gentleman, deceased, and Philippe his wife, and Thomas Mallett of Enmere, esquire, witnesseth that W. S. for 420*l.* hath sold to T. M. the moiety of the manor of Aysherberde or Ayshcame Comesayshe in Byshops Ledearde or Ayshpriors, with all lands and rights belonging to W. and P. S. in Aysherberde, Ayshecame, Comes Ayshe, Byshoppes Lyddiarde and Ayshpriors, with all deeds concerning the premises. And W. S. covenanteth that he and P., his wife, are true owners of

the premises ; and that the premises are of the yearly value of 6*l.* 13*s.* 4*d.* and more ; and that the premises shall be discharged of all encumbrances, the rents due to the chief lord of the fee and leases excepted ; and that he will do all such things for the better assurance of the premises to T. M. by fine or otherwise as shall be devised by T. M.

181. *At Whitelackington, October 5, in the 19th year of Elizabeth, before Sir George Speake, J.P., John Crukerne desires :—*

This indenture made September 20, in the 19th year of Elizabeth, 1577, between John Crukerne of Childhaye in Dorset, esquire, and Mary, his wife, and Henry Becher of London, gentleman, witnesseth that J. and M. C. for 100*l.* have sold to H. B. that tenement with 12½*a.* of land and meadow in the Rewe, 6½*a.* of land and meadow in Coremore and 5*a.* of land in Mellham, in the parish of Hunspyll, late in the tenure of John Dunne and now in that of John Danger the elder, William his son and Marye his daughter, by a lease made by J. C. for term of three lives ; that cottage and 1*a.* of pasture in Hunspyll at Pleymorehill and 1*a.* of arable in a ' feelde ' there called the Yoe, late in the tenure of John Martin ; 7*a.* of arable land in the Yoe late in the tenure of John Castleman ; that third part of one tenement in Hunspyll late in the possession of William Gillinge ; 6½*a.* of meadow in Coruemore ; the third part of a tenement at the Cote with 2*a.* of land there ; 1½*a.* of land in Saltemore ; 3*a.* 1*r.* and one-third rod of meadow in Monkesham ; with all his other lands in Hunspyll and Puriton, and all deeds concerning the premises. And J. C. doth covenant that he true owner of the premises ; and that the premises are discharged of all encumbrances, except the rents due to the chief lord of the fee, and grants made by J. C. to John Danger (*as above*) ; by J. C., the father, to Johan Gilling, and Agnes her daughter for term of their lives dated November 1, 1555 ; to John Castleman the elder, John his younger son, Johan Odames and John, son unto Humfrey Castelman of a cottage and 1*a.* of pasture at Pleymore hill and 8*a.* of land in the Yoe dated October 31, 1558 ; and to Alice wife of John Martyn, and John the younger son of Richard Martyn of the reversion of the lands (*as above*) in Coruemore, Cote, Salte-

more and Monkesham, dated October 4, 1552. And H. B. doth covenant to permit the aforesaid tenants for life to occupy the tenements without disturbance. And J. and M. C. covenant to do all such things as shall be devised by H. B. by fine or otherwise for the further assurance of the premises to H. B.

182. *At Wells, January 15, in the 20th year of Elizabeth, before Sir Henry Portman, J.P., Humphrey Poole and John Grymsteede desire :—*

This indenture made October 20, in the 19th year of Elizabeth, 1577, between Humfrey Poole of Baltesborough, yeoman, and John Grimstede of Baltesborough, yeoman; and Walter Sidling of Baltesborough, yeoman, witnesseth that H. P. and J. G. for 40 marks have sold to W. S. one close of meadow and pasture containing 5a. called Dolling in Baltesborough between one close called Dowling now in the tenure of John Tucker in the west, and in the east one ground called Churchmore now in the tenure of W. S., one sufficient way over Dowling and over one-half acre of land in the field extending to the hedge going into the same close to be used by W. S. at his pleasure, paying yearly for his portion of ground there called Dowling towards the reparation of the 'yeate' and hedge such parts as after the rate of his ground shall appertain; and common of pasture for two rother beasts in Churchmore. And H. P. and J. G. covenant that they have lawful right to sell the premises; and that the premises shall be saved harmless to W. S. of all encumbrances, one lease of the premises made by Hugh Beyce excepted and that during the space of two years next ensuing, they will do all such things for the better assurance of the premises to W. S. by fine or otherwise, as shall be devised by W. S., with warranty against Hugh Beice of Dinnington, gentleman.

183. *At Wells, January 15, in the 20th year of Elizabeth, before Sir Henry Portman, J.P., Humphrey Poole and John Grimsteede desire :—*

This indenture made November 10, in the 19th year of Elizabeth, 1577, between Humphrey Poole and John Grimsteede (as in No. 182) and John Tucker of Chareilton Adam, witnesseth that H. P. and J. G. for 34*l.* have sold to J. T. one close of



meadow and pasture containing 8*a.* called Dowling in Baltesborough, between one close called Dowling in the tenure of John Bagge in the south, one close also called Dowling in the tenure of J. G. in the north and the water course in the east, now in the tenure of J. T., with one sufficient way over one-half acre of land in the field extending to the hedge going into the close to be used at the pleasure of J. T., reserved unto H. P. and J. G. one sufficient way to go to their land called Dowling over the close now sold, paying yearly for their portions of ground towards the reparation of the 'yeate' and hedge, as after the rate of their grounds shall appertain. And H. P. and J. G. covenant that they have full power to sell the premises; and that the premises shall be exonerated from all encumbrances, one lease of the premises made by Hugh Beyce excepted; and that during the space of two years next ensuing they will do all such things as shall be devised for the further assurance of the premises to J. T. by fine or otherwise, with warranty against Hugh Beyce of Dinnington.

184. *At Wells, January 15, in the 20th year of Elizabeth, before Sir Henry Portman, J.P., Humphrey Poole and John Grimsteede desire:—*

This indenture made November 10, in the 19th year of Elizabeth, 1577, between Humphrey Poole and John Grimsteede (as in No. 182) and John Pyrry of Baltesborough, witnesseth that H. P. and J. G. for 40 marks have sold to J. P. that tenement wherein J. P. now dwelleth, with a croft adjoining containing 1½*a.* in Westham in Baltesborough; 5*a.* of arable land in the field there and 6*a.* of mead and pasture, whereof is adjoining to the tenement 2*a.*, in Butmore 3*a.* and 1½*a.* in Honymeade in two pieces; with common of pasture for five rother 'cattell' in Churchmore, and all other common of pasture in Southwood, Northwood, Lotesham Grene, and Kynyardemoore or elsewhere belonging to the premises, which are now in the tenure of J. P., also 10*a.* of wood now in the tenure of J. P. and late in that of Richard Waye, deceased, in Northwood 5*a.* and in Southwood 5*a.*, to be cut or kept at the pleasure of J. P.: to hold to J. P., paying yearly to the Queen, as chief lord of the fee 13s. ½*d.*,

being the accustomed rent of the premises. And H. P. and J. G. covenant that if J. P. pay the rent, the premises shall be discharged of all other rents and suit of court in Baltesborough ; and that they are true owners of the premises ; and that the premises are discharged of all encumbrances ; and that during the space of two years next ensuing they will do all such things as shall be devised for the further assurance of the premises to J. P. by fine or otherwise, with warranty against Hugh Beice of Dynnyngton.

185.<sup>1</sup> *At Wells, January 17, in the 20th year of Elizabeth, before John Sydenham of Dulverton, J.P., Thomas Leigh desires :—*

This indenture made December 10, in the 20th year of Elizabeth, 1577, between Thomas Leigh of Wells, gentleman : and Mawrice Rodney of Stokerodny, esquire, Henry Newton of Hannam in Gloucestershire, esquire, John Bythese of Axbridge, gentleman, and William Colson of South Brent, gentleman, witnesseth that T. L. covenanteth with M. R., H. N., J. B., and W. C., before the feast of All Saints, next ensuing, by fine or otherwise to convey to them his mansion house in Wells, with all lands and rights belonging ; his manor of Shepton Mallett, and all his other lands and rights in Wells, Dulcote, Wyke, Dynder, Shepton Mallett, Croscombe, Dulting, Pulstone, Kingsdon, Somerton Erlye, Great Somerton, Wedmore, Baltonsborough, Est Pennard, Upton, Long Sutton, Horsington, Wincalton, Combe-wyche, Oterhampton, Cannyngham, Putnell, Badgeworth, Were, Tornoche, Sutton Mallett, Bridgwater, Bower, Chilton, Mydsomer Norton, Welton, Palton, Halatrowe and Camerton or elsewhere in Somerset. And M. R., etc., shall be seised of the premises to the use of T. L. and Alice his wife for their lives, and after their decease to the use of Thomas Coward and Katherine his wife, one of the daughters of T. and A. L., and to the heirs of the body of Katherine, and in default of such issue, to that of John Whiting, son of John Whiting of Axbridge, and in default of issue to John, to his brother George Whiting ; (except) the manor of Shepton Mallett and lands in Shepton Mallett, Croscombe, Dulting, Mydsomer Norton, Welton, Palton, Hallatrow and Camerton, of which, after the decease of T. and A. L., M. R., etc., shall be seised

<sup>1</sup> Numbered 184 on Roll.

to the use of John Whiting and in default of his issue to that of George his brother, and in default of his issue to that of Katherine Coward, and in default of her issue to that of Johanne Barckely of Kingsbridge in Devon, sister of T. L., and in default of her issue male to that of the master and 'comynaltie' of the Borough of Wells for a thousand years, to be employed as shall be expressed in the last will of T. L. Provided that if the master and 'comynaltie' do not accomplish the will, it shall be lawful for the dean and chapter of the cathedral church of Wells to enter the premises and M. R., etc., shall be seised of the premises to the uses expressed in the will; and after the thousand years are expired the heirs of M. R., etc., shall be seised to the use of the right heirs of Johanne Barckley. Provided that T. and A. L. may make leases of the premises for twenty-one years or three lives; and that if T. and A. L. die during the nonage of J. Whiting, John Whiting his father shall have the order of the premises towards the bringing up of the children; and that if T. and K. Coward attempt to sell any of the premises, M. R., etc., shall be seised of such part of the premises to the use of J. Whiting (and subsequently as the Shepton Mallet estates); and if J. Whiting attempts such sale M. R., etc., shall be seised of the premises to the use of T. and K. Coward (and then to Johanne Barckely, etc.).

186. *At Wells, January 17, in the 20th year of Elizabeth, before John Syddenham, J.P., Thomas Leigh desires:—*

To all to whom this writing shall come Thomas Leigh of Wells, gentleman, sends greeting. Bear witness that T. L. has granted to Maurice Rodney, etc. (*as in No. 185*), his mansion house in Wells with all lands and rights belonging, his manor of Shepton Mallet and all his lands and rights in Wells, etc. (*as in No. 185*), to have and to hold to the uses expressed in an indenture of the present date between T. L. and M. R., etc.; and that T. L. has appointed Richard Byble and John Durban his attorneys to give seisin of the premises to M. R., etc. *Latin.*

187. *At Wells, January 17, in the 20th year of Elizabeth, before John Syddenham of Dulverton, J.P., John Whiting desires:—*

This indenture made December 12, in the 20th year of Eliza-

beth, 1577, between John Whiting of Axbridge, yeoman; and Thomas Leigh of Wells, John Coward of West Pennard, Thomas Coward of Shepton Mallet, gentlemen, and Thomas Strode of Shepton Mallet, clothier, witnesseth that it is agreed between the parties that J. W. before the feast of St. Mychell the Archangell next ensuing will by fine or otherwise, convey to T. L., J. C., T. C. and T. S. his tenement in Downside in Shepton Mallet now in the tenure of Thomas Gaye by the yearly rent of 9s. 1d. with all lands and rights belonging, and five closes of land and meadow called Broddon . . . containing 34a. lying together on the east side of Bristow waye in the parish of Shepton Mallet now in the tenure of T. Gaye by the yearly rent of 30s. And after the execution of the fines T. L., T. C., J. C., and T. S. shall be seised of the premises to the use of J. W., and after his decease to that of John his son and the heirs of his body, and in default to George his son and in default of his issue to the right heirs of J. W. Provided that J. W. may make leases of the premises during his life, so that T. L., etc., be seised of the premises to the use of the persons to whom such leases shall be made, and that if J. W. the son attempt to sell the premises, T. L., etc., shall be seised of the premises to the use of George W., and if he attempt to do so, then to that of the right heirs of J. W.

188. *At Wells, January 17, in the 20th year of Elizabeth, before John Sydenham of Dulverton, J.P., John Whiting desires:—*

To all to whom this writing shall come John Whiting of Axbridge, yeoman, sends greeting. Witness that J. W. has granted to Thomas Leigh, etc. (*as in No. 187*), his tenement and 34a. of land and pasture in Downside in Shepton Mallet (*as in No. 187*) to hold to the uses specified in an indenture between the same parties, and J. W. fully allows this indenture and has appointed Richard Barnard and George Strowde his attorneys to give seisin of the premises to T. L., etc. *Latin.*

189. *At Wells, January 15, in the 20th year of Elizabeth, before Humphrey Waldron and Hugh Smithe, J.P.s, John Tailor desires:—*

This indenture made December 6, in the 20th year of Elizabeth,

1577, between John Tailor of Ylchester, yeoman, and Thomas Mallett of Enmer, esquire, witnesseth that J. T. for 40*l.* hath sold to T. M. two tenements in Hardington now in the tenure of George Orchard with all lands and rights belonging, and all his other lands in Hardington. And J. T. doth covenant that he hath full power to sell the premises, and that the premises shall be discharged of all encumbrances, the estate of G. Orchard and the rents due to the chief lord of the fee excepted; and J. T. will acknowledge a fine unto T. M. of the premises and other things by the name of four messuages and gardens, 100*a.* of arable land, 60*a.* of meadow and 80*a.* of pasture in Thorne Coffin, East Coker, West Coker and Hardington, and by virtue thereof T. M. shall be seised of the premises, and that J. T. during the space of ten years next ensuing will do all such things as shall be devised for the further assurance of the premises to T. M. by fine or otherwise. Provided that if J. T. pay T. M. 40*l.* on the feast of St. Michael the Archangell next ensuing at his dwelling-house at Enmere, then this sale shall be void.

190. *At Ilchester, April 29, in the 21st year of Elizabeth, before Sir John Stawell and Edward Popham, J.P.s, Brome Jonson desires :—*

This indenture made December 4, in the 21st year of Elizabeth, 1578, between Brome Johnson of Bridge, gentleman, and Adam Martyn of Henton St. George, gentleman, witnesseth that B. J. for 70*l.* hath sold to A. M. his messuage with a dove house and 11*a.* of land, meadow and pasture and all his other hereditaments in Lopen or Lopen Magna in the parish of South Petherton, now in the tenure of Johanne Sampford, widow, late the wife of James Samforde deceased, with all deeds concerning the premises. And B. J. covenanteth that he hath full power to sell the premises; and that he will discharge the premises of all encumbrances, the rents due to the chief lord of the fee excepted; and that the premises are of the yearly value of 9*s.*; and that he will make A. M. a lawful estate in the premises, and do all such things as shall be devised within the space of two years next ensuing for the further assurance of the premises to A. M. by fine or otherwise.

191. *At Enmore, April 14, in the 21st year of Elizabeth, before Thomas Mallett, J.P., John Kyllgrew desires :—*

This indenture made April 8, in the 21st year of Elizabeth, 1579, between John Kyllgrew of Arwenycke in Cornwall, esquire, and John Colles of Barton, esquire, witnesseth that J. K. for 110*l.* hath sold to J. C. his part of his two messuages called Chalcott and Edson and of all his lands belonging in Stogursey, Chalcott, and Edson, now or late in the several tenures of John Burnall and William Bytford with all deeds concerning the premises, to hold of the chief lord of the fee by the accustomed services. And J. K. covenanteth that he hath full power to sell the premises ; and that the premises shall be discharged of all encumbrances ; and that for the better assurance of the premises to J. C. he will do all such things by fine or otherwise, as shall be devised by J. C. Provided that it is agreed that if J. K. pay J. C. 110*l.* upon the feast of Pentecost 1580 in the mansion-house of J. C., called Barton, this indenture shall be void.

192. *At Chard, September 2, in the 21st year of Elizabeth, before John Syddenham of Dulverton, J.P., William Symys desires :—*

This indenture made May 1, in the 21st year of Elizabeth, 1579, between William Symmes of Stratton in South Petherton, yeoman, and James Bale of Seaborough, witnesseth that W. S. for 40 marks hath sold to J. B. his lands and rights in South Petherton, South Harp, Little Lopen and Drayton now in the several tenures of Richard Clarcke, John Canon *alias* Baker, John Marcke *alias* Body, — Chislet, — Materface, Robert Symys, Mary Symys, John Lye and W. S., to hold of the chief lord of the fee by the accustomed rents. And W. S. covenanteth that the premises shall be discharged of all encumbrances, the rents due to the chief lord of the fee excepted ; and that within the space of six years next ensuing, for the better assurance of the premises to J. B. he will do all such things by fine or otherwise as shall be devised by J. B. ; and that he is true owner of the premises.

193. *At Chard, September 1, in the 21st year of Elizabeth, before John Syddenham of Dulverton, J.P., James Edocke desires :—*

This indenture made July 19, in the 21st year of Elizabeth, 1579, between James Edcock *alias* Baker of Kingeston Seymor,

yeoman, and Thomas Horte of Throwbwell in the parish of Nymppnett, yeoman, witnesseth that J. E. for 33*l.* 6*s.* 8*d.* hath sold to T. H. that tenement called Edcocke house in Kingeston Seymor, now or late in the tenure of J. E. with the appurtenances containing 14*a.* of land, meadow and pasture, with all his rights in the tenement, and all deeds concerning the premises ; to hold of the chief lord of the fee by the accustomed rents. And J. E. doth covenant that he hath full power to sell the premises ; and that the premises shall be discharged of all encumbrances, the rents due to the chief lord of the fee excepted ; and that during the space of five years next following he will do all such things for the further assurance of the premises to T. H. as shall be devised by T. H.

194. *At Wells, January 14, in the 22nd year of Elizabeth, before William Jones, Doctor of Civil Laws, J.P., John Lacheham desires :—*

This indenture made December 9, in the 22nd year of Elizabeth, 1579, between John Lacheham of Wedmore, husbandman, and Thomas Churchouse of Henton in the parish of Wookey, husbandman, witnesseth that J. L. for 44*l.* hath let to farm to T. C. that tenement in Wedmore containing 17*a.* of land, meadow and pasture, late parcel of the customary or copyhold land of the manor of Wedmore, now in the tenure of John Vowles, *alias* Tyke, and 1*a.* of overland or ' demayne ' in Wedmore, now in the tenure of J. Vowles, tenant by copy of court roll of all the premises for term of his life according to the custom of the manor, with all lands and rights belonging, and reasonable common of pasture and turbary or fuel in Wedmore More, Mark More, Burckle More, le Yeale, Godney More, Mere More, Panborowe More, Yeo More, Taddow More, Somerlease, Little More, Inner More, Oxe More, Notlake and Mudsley More, in Wedmore, Mark, Mere and Edington as fully as J. Vowles, J. L., Sir Thomas Gresham, knight and Dame Anne his wife or any other tenants have had : all which premises J. L. lately purchased of Sir T. Gresham. To hold to T. C. from the feast of All Saints last past for term of a thousand years, paying therefor yearly unto J. L. 3*s.* Provided that if the rent be not paid J. L. may enter the premises and distrain.

And J. C. covenanteth that he is true owner of the premises ; and that the premises shall be discharged of all encumbrances, the grant made to J. Vowles, whereon the accustomed rent of 6s. 6d. and other services are to be paid to T. C., excepted.

195. *At Wells, January 13, in the 22nd year of Elizabeth, before William Jones, D.C.L., and Christopher Kenn, J.P.s, John Syddenham desires :—*

This indenture made January 13, in the 22nd year of Elizabeth, 1580, between John Syddenham the younger of Hatch Beauchamp, esquire, and Edward Knoyle of Samforde Orques, esquire, and Katherine his wife, witnesseth that J. S. for 400*l.* hath sold to E. and K. K. all his lands and tenements in the manor of Withergrove in the parish of Sampford Orques *alias* Orcas, that is to say : 50*a.* of arable land now or late in the tenure of E. K. ; 10*a.* of arable land now or late in the tenure of Henry and William Hill ; two closes of pasture whereof one is called Meades furlong and the other Little Northleaze, containing 22*a.* late in the tenure of George Moore ; one close of pasture called Bescombe containing 10*a.* or thereabouts now or late in the tenure of Robert Pople ; one close of pasture called Knowell containing 10*a.* now or late in the tenure of Walter Toogood ; one close or pasture called Northleaze containing 16*a.* now or late in the tenure of Robert Gerrard ; 6*a.* of arable land and meadow now or late in the tenure of William Allen ; one close of pasture containing 6*a.* now or late in the tenure of Thomas Norman ; 6*a.* of arable land late in the tenure of John Lye and now in that of John Dessett (?) the younger ; one close of meadow called Knapps close now or late in the tenure of John Peirs ; with all common lands and rights belonging to the premises which J. S. purchased of John Petvin of Stocke, in Dorset, gentleman, and all deeds concerning the premises. And J. S. covenanteth that he hath full power to sell the premises ; and that he will discharge the premises of all encumbrances ; and that the premises are of the yearly value of 9*l.* 7*s.* 4*d.* ; and that during the space of seven years next ensuing he will do all such things for the better assurance of the premises to E. K. as shall be devised by E. K.



196. *At Curry Mallet, August 16, in the 22nd year of Elizabeth, before Sir Amias Poulet and Robert Hyll, J.P.s, Robert Sherell desires :—*

This indenture made July 31, in the 22nd year of Elizabeth, 1580, between Robert Sherell the elder of Lotesham, yeoman ; and Humphrey Poole of Baltesborough, Thomas Coward of Shepton Mallett, Rychard Coward of Baltesborough, and John Coward of West Pennard, yeomen, witnesseth that it is agreed that R. S. shall by fine or otherwise as shall be devised by H. P., etc., convey to H. P., etc., his messuage in Lotesham and all lands belonging, and all his other lands and tenements in Lotesham, East Pennard and Baltonsborough or elsewhere in Somerset ; to hold to H. P., etc., to the use of R. S. for his life, and after his death to that of Robert his son, and the heirs of his body, and in default of such issue to that of William, son of Steaven Brodrippe, of Pull, and the heirs of his body, paying yearly unto Anne Brodrippe his mother, Katherine Bryce, Mary Sherell and Isabel Brodrippe daughters of R. S. 4*l.* each ; and if W. Brodrippe die without issue, then H. P., etc., shall be seised to the use of Steaven Brodrippe and Anne his wife, daughter of R. S., and of the heirs of her body, and in default to William Bryce and Katheryne his wife, another daughter of R. S., and the heirs of her body, and in default to that of Mary Sherell, another daughter of R. S., and the heirs of her body, and in default to James Brodrippe and Isabel his wife, another daughter of R. S., and the heirs of her body, and in default to that of the right heirs of R. S. Provided that if R. S., Robert his son and Mary his wife die during the nonage of William Brodrippe without issue, then Steaven Brodrippe and Anne his wife shall have the order of the premises towards the bringing up of William. Provided that if Robert Sherill the son and Mary his wife attempt to discontinue the estate tail then H. P., etc., shall be seised of the premises to the use of W. Brodrippe or to that of the daughters of R. S. as before, etc. (*clause repeated to prevent any of the heirs breaking the entail*).

197. *At Curry Mallet, August 16, in the 22nd year of Elizabeth,*

*before Sir Amias Poulet and Robert Hill, J.P.s, Robert Sherell desires :—*

To all to whom this present writing shall come, Robert Sherell the elder, of Lottesham, yeoman, sends greeting. Witnesseth that R. S. hath confirmed to Humphrey Poole, etc. (*as in No. 196*), his messuage and lands in Lotesham (*as in No. 196*) to hold to H. P., etc., to the uses expressed in a pair of indentures of this date between the same parties ; and that R. S. has ordained Thomas Colborne and William Pester his attorneys to give seisin of the premises to H. P., etc. Given July 31, in the 22nd year of Elizabeth, 1580.

*198. At Wells, January 12, in the 23rd year of Elizabeth, before William Jones, D.C.L., and John Lancaster, J.P.s, John Needs desires :—*

This indenture made January 5, in the 23rd year of Elizabeth, 1583, between John Needes of Bromfield, 'mylner,' and Henry Jenkins of Bromefeeld, husbandman, witnesseth that J. N. for 20*l.* hath sold to H. J. his tenement called Ramshill with all lands belonging, and all deeds concerning the premises, to hold of the chief lord of the fee by the accustomed rents. And J. N. doth covenant that he hath full power to sell the premises ; and that the same shall be discharged of all encumbrances, except two leases made to Richard Kebby, one of 5*a.* of meadow and pasture for seventeen years yet to come whereupon is payable one penny by the year, and the other of the above premises for twenty-one years to begin after the end of the other, whereupon is due 12*d.* yearly, and a lease made to Edward Currell of Bedmester, gentleman, dated October 10, 1575, of 20*a.* of arable land, parcel of the premises, then in the tenure of Ede Crosse, widow, William Crosse and Hugh Crosse, for the term of fifty years to begin after the expiration of the estate of E., W. and H. Crosse, whereupon 4*d.* is payable yearly. And J. N. covenants to do all such further things as H. J. shall devise by fine or otherwise.

*199. At Taunton, May 23, in the 23rd year of Elizabeth, before John Lancaster, J.P., Leonard Tucker desires :—*

This indenture made March 27, in the 23rd year of Elizabeth,

1581, between Leonard Tucker of Taunton, gentleman, and Sir Henry Portman of Orchard, knight, witnesseth that L. T. for 400 marks hath sold to H. P. those closes of land called Whitlonds, Pluckynscrofte and Whytyate containing together 80a. in the tithing of Otehill in the parish of Crukerne, sometime parcel of the possession of the now dissolved monastery of Forde, between a parcel of ground called Laymoores in the south, the 'waie' leading towards Crukerne on the west, certain lands belonging to Bere and Otehill on the north, and certain lands belonging to the lordship of Mawdelyn on the west; with the deeds concerning the premises. And L. T. covenanteth that he is true owner of the premises; and that the premises shall be discharged of all encumbrances, the rents due to the chief lord of the fee excepted; and L. T. and Johane his wife within the space of seven years next after these presents will do all such things for the further assurance of the premises to H. P. by fine or otherwise as shall be devised by H. P.

200. *At Bridgwater, September 20, in the 23rd year of Elizabeth, before Sir Henry Portman, J.P., Henry Jenkins desires:—*

This indenture made May 13, in the 23rd year of Elizabeth, 1581, between Henry Jenkins of Broomfilde, husbandman, and Gyles Kebbie of Broomfilde, husbandman, witnesseth that H. J. for 5*l.* hath sold to G. K. one meadow called Buncombe Meade containing 3a. and one close of arable land containing 4a. called Buncombe, parcel of a tenement called Ramshill in Broomfilde; to hold of the chief lord of the fee by the accustomed rents. And H. J. doth covenant that he is true owner of the premises, and that the same shall be discharged of all encumbrances, the rents due to the chief lord of the fee excepted; and that he will do all such things for the better assurance of the premises to G. K. as shall be devised by G. K. And H. J. has attorned John Knight and Hugh Weyte his attorneys to deliver the premises to G. K.

201. *At Curry Mallet, October 26, in the 23rd year of Elizabeth, before Sir Amias Poulett, J.P., John Dallen desires:—*

Know that I, John Dallen of Cutcombe, husbandman, have

sold to John Wyndeate, clerk, vicar of Winsford, all my messuages, lands and rights in Winsford to hold of the chief lord of the fee by the rents accustomed. And I warrant the premises to J. W. against all men. And I have appointed Roger Wydlake and Thomas Pears my attorneys to give seisin of the premises to J. W. Given July 7, in the 23rd year of Elizabeth, 1581. *Latin.*

202. *At Curry Mallet, October 26, in the 23rd year of Elizabeth, before Sir Amias Poulet, J.P., John Dallon desires :—*

Know that I, John Dallon of Cutcombe have quitclaimed to J. W. (as in No. 201) in full possession all my rights to all my messuages and lands in Winsford, and warrant him in the premises against all men. *Latin.*

#### Roll XI.

203. *At Wells, January 11, in the 24th year of Elizabeth, before John Lancaster, J.P., Richard Godwyn desires :—*

This indenture made August 20, in the 23rd year of Elizabeth, 1581, between Richard Godwyn of Wells, esquire: and Christopher Ken of Ken, esquire, John Maye of Charterhouse, gentleman, and John Woolpe of London, doctor of physic, witnesseth that R. G. for the accomplishment of certain covenants made with C. K., J. M., and J. W., touching a jointure to be made by him unto Margaret his wife, hath sold to C. K., J. M., and J. W., all his lands and tenements in Wells now or late in the tenure of Richard Godwyn the elder, of Wells, gentleman, William Bowreman, esquire, Christian Drewe of Wookie, widow, Oliver Hayward and his brother, of Stoke, husbandmen, Richard Alvord of Wells, butcher, Walter Marchaunte and William Bath of Wallcombe, husbandmen, Andrew Alvord of Wells, butcher, Robert Norton, innholder, Bartholomew Haggatte, gentleman, Fortune Pollard, widow, Agnes Kyng of Wells, widow, John Ansty of Wells, tailor, Robert Shepharde, chandler, Richard Corfeald, tailor, John Woornall of Wells, yeoman, Robert Horte of Wells, tucker, John Batt of Welles, weaver, William Gorway, shoemaker, Simon Chariton, John Gallington, Thomas Sayard of

Wells, yeomen ; with all his other lands in Wells. And R. G. covenants that he is lawful owner of the premises and that the same shall be discharged of all encumbrances, the rents due to the chief lord of the fee, and leases, excepted.

204. *At Chard, March 26, in the 24th year of Elizabeth, before Alexander Pymme, J.P., William Sellwood desires :—*

This indenture made March 24, in the 24th year of Elizabeth, 1582, between William Sellwood of Blindmore, gentleman, and William Everie of Chard, merchant, witnesseth that W. S. for 220*l.* hath sold to W. E. the manor of Westcomland, with all the hereditaments belonging, and all his lands and tenements in Westcomland and St. Mary Buckland, with all deeds concerning the premises. And W. S. doth covenant that he hath full power to sell the premises ; and that the premises are of the yearly value of 8*l.* ; and that the premises shall be discharged of all encumbrances, except the rents due to the chief lord of the fee and leases ; and that after the feast of the Annunciation 1583. he will do all such things for the further assurance of the premises to W. E. by fine or otherwise as shall be devised by W. E.

Provided that if W. S. pay W. E. 220*l.* before the feast of the Annunciation 1583, at the dwelling-house of W. E. in Chard, then this deed shall be void, and W. S. may re-enter the premises ; and W. E. covenanteth that W. S. may occupy the premises until default of such payment.<sup>1</sup>

205. *At Taunton, October 29, in the 24th year of Elizabeth, before John Bret, J.P., John Mathewe desires :—*

This indenture made June 12, in the 24th year of Elizabeth, 1582, between John Mathew, son of Richard Mathew of Taunton, woollen draper : and Thomas, Lord Poulet, Sir Amis Poulet, Sir George Speake, Sir John Stowell, Sir Henry Portman, and Sir John Clifton, knights, John Popham 'her Majesties attourney generall,' Nicholas Wadham, George Siddenham, John Colles

<sup>1</sup> Memorandum. That the sum of money specified was paid by W. S. to W. E. at the day appointed, and W. E. hath delivered the aforesaid deed to W. S. to be cancelled in the presence of me, Adam Martyn, clerk of the peace.

and William Hill esquires, witnesseth that where J. M. is now seised of one burgage and tenement with curtilage and garden belonging, in Taunton in North Street, by a devise from Alice Pomerie, deceased, unto J. M. as by her will of March 29, 1582, may appear; know ye that J. M. for 73*l.* 6*s.* 8*d.* hath sold to T. P., etc., the aforesaid burgage, at the North gate in Taunton, the Queen's 'highewaie' leading towards the Tone bridge bounding on the east side and the river of Tone lying on the north-west side, and late in the occupation of Alice Pomerie, deceased; with all deeds concerning the premises; to hold to T. P., etc., of the chief lord of the fee by the rents accustomed. And J. M. doth covenant that the premises shall be discharged of all encumbrances, and that during the space of three years next ensuing for the better assurance of the premises to T. P., etc., he will do all such acts by fine or otherwise, as by T. P., etc., shall be devised.

206. *At Wells, January 17, in the 25th year of Elizabeth, before William Bowreman and James Bysse, J.P.s, Hugh Halswell desires:—*

This indenture made December 18, in the 25th year of Elizabeth, 1582, between Hugh Halswell of Bower, gentleman, and Thomas Jenkins of Gothurste, gentleman, witnesseth that H. H. for 100 marks hath sold to T. J. his reversion of one tenement, one water mill, and 200*a.* of land, meadow and pasture or thereabouts in Bridgwater, Durleye and Bower now in the tenure of John Currey, with all rights belonging, and all deeds concerning the premises; to hold of the chief lord of the fee by the rents accustomed. And for the assurance of the premises to T. J., H. H. doth covenant to do all such things as by T. J. shall be devised, by fine or otherwise; and that the premises shall be discharged of all encumbrances, except one lease made to J. Currey for term of his life under the rent of 3*l.* 6*s.* yearly, and other lease unto J. Currey for thirty years, under the like rent. And T. J. doth covenant that if H. H. pay him 200 marks in one half-year after the death of Hugh Brooke of Long Ayshton, esquire, he will convey the reversion of the premises to H. H.

207. *At Chard, March 9, in the 25th year of Elizabeth, before William Bowreman and Humphrey Wyndham, J.P.s, Richard Godwyn desires :—*

This indenture made October 1, in the 24th year of Elizabeth, 1582, between Richard Godwyn of Wells, esquire, and Anthony Godwyn his brother, of Wookey, gentleman, witnesseth that R. G. for 300*l.* hath sold to A. G. one mansion-house with the garden and little close, and one cottage adjoining in Welles in Cuthbertstreate, and 27*a.* of land, meadow and pasture in divers fields in the parish of Wells in the tenure of Margery Godwyn of Welles, widow; two tenements in Welles in a street called Priston Rowe, now in the tenure of William Bowreman, esquire; one tenement in Chamberlayne Street, now in the tenure of John Wornell; one tenement in Pryston Row adjoining the land of Ayshton Alworth, esquire, on the south side, now in the tenure of William Gorway; one tenement in a street called Southover between the land of the commonalty of the city of Wells, in the west part and a tenement of Mr. Emeries in the east, now in the occupation of Johane Brangwell, widow; one tenement with a garden and close adjoining in Cuthbertstreat, between a tenement of the Commonalty of the south part and a watercourse called the Ludborne on the north, now in the occupation of Robert Horte; 10½*a.* of land, meadow and pasture, whereof 3*a.* lie in divers places in Eastwalls Westfield, ½*a.* in Eastwalls Eastfield, 2½*a.* in Rusheplott, one close called Longestone containing 1*a.* and 2½*a.* of arable land lying in Walcombes Eastfield, all in the parish of Wells and in the occupation of Agnes King, widow; one orchard in Wells in Newe street between the land of the cathedral church of St. Andrewes in Wells on the west, and the land of the Bishop of Bath and Welles on the east now in the tenure of John Durban; two tenements in the east part of Grope Lane, now or late in the tenure of Edward Store and John Batt; one tenement with a garden, a little cottage and a stable adjoining in Beggars street now or late in the occupation of Simon Cheryton; ½*a.* of meadow at Portway, in the parish of Wells, between and together with the land of the cathedral on the west and the land of the heirs of William Watshott on the east, now in the occupation of Thomas Sayer; 4*a.* of meadow in a close called

Twybrooke, with one paddock adjoining containing  $\frac{1}{2}a.$  between the land late of the subchantry of the cathedral in the south and the land of Henry Newton, esquire, on the north, now in the tenure of Richard Alford ;  $2a.$  of meadow between the land of Ayshton Alworth of the north and south part, now in the tenure of the same Richard ;  $4a.$  of meadow between the land of A. Alworth of the east and west sides, now in the tenure of Alexander Towse, gentleman ;  $1\frac{3}{4}a.$  of meadow, the acre near Walcombe in a place called Ball hedge, adjoining the subchantry lane on the north and the land of John Hipsley, gentleman, on the south, and  $\frac{3}{4}a.$  in Longstring with the subchantry land on the north, on the east the land of William Clercke, gentleman, and on the west the land that belongeth unto the almshouse of Wells,—now in the tenure of William Marchaunte of Walcombe ;  $1\frac{1}{2}a.$  of meadow or pasture in a close near Beryall Yate between the land of the heirs of Ambrose Daunsey, esquire, of the west, and the land of A. Alworth on the east, now in the tenure of John Ayshe ;  $1a.$  of meadow near Sareorchard in a close called Randals croft, adjoining with the commonalty land on the east and abutting on the way that leadeth from Wells to Bath on the south, now in the tenure of John Gallington ;  $1a.$  of meadow in Eastwalls in the east side of Backe Lane between the land of the subchantry on the west and the land of the cathedral on the east, now in the tenure of Robert Sheppard ;  $4a.$  of meadow in divers places in Powlesham mead, whereof  $\frac{3}{4}a.$  lie on the south end with the land of the lord of Mylton of the west side, and  $2\frac{3}{4}a.$  in one close together with the land of A. Ayshworth and  $\frac{1}{2}a.$  belonging to the almshouse of Wells, and the other  $\frac{1}{2}a.$  lies next unto the river of the east side, now in the tenure of Christian Drew, widow ; with all rights belonging to the premises, and all deeds concerning them.

And R. G. covenanteth that he is lawful owner of the premises ; and that the premises are of the annual value of  $12l.$  and shall be discharged of all encumbrances, the dower of Christian Drew, widow, mother of R. G., the rents due to the chief lord of the fee and the estates of the now tenants excepted, so that the estates do not exceed nine years or three lives ; and that during the space of three years next ensuing he will do all such things for



the better assurance of the premises to A. G. by fine or otherwise as shall be devised by A. G.

208. *At Queen Camel, March 26, in the 25th year of Elizabeth before John Kaines and Edward Seintbarbe, J.P.s, Henry Keymer desires :—*

This indenture made March 26, in the 25th year of Elizabeth, 1583, between Henry Keymer of Penn Domer, esquire, and Nicholas Wadham of Meryfield, esquire, witnesseth that H. K. hath sold to N. W. that tenement in Weare in the parish of Cudworth, one messuage in Mountagewe, one messuage in Buckland Marye called Ryenis, one messuage in Stratton in the parish of South Petherton, one messuage in Hasilbeare, one messuage in Buckland now in the tenure of one Moore, widow, and late in that of Robert Moore, called Lowgate; and the chief rent of 18*d.* out of certain lands in Buckeland Marie; all which were late the lands of Elize Bevyn, deceased; to hold of the chief lord of the fee by the rents accustomed. And H. K. doth covenant that the premises shall be discharged of all encumbrances.

209. *At Taunton, May 29, in the 25th year of Elizabeth, before Edward Popham and John Colles, J.P.s, Richard Galhampton desires :—*

This indenture made March 16, in the 25th year of Elizabeth, 1583, between Richard Galhampton of West Newton, gentleman, of the first, George Chicke of Prymmore of the second, and Simon Court the younger of North Newton of the third, part, witnesseth that where R. G. and G. C. have of late purchased of Richard Willoughebye of Molland in Devon, gentleman, the sixth part of the manor of West Newton, and all his other lands in the parish of North Petherton whereof the farm of West Newton is parcel, know ye that R. G. and G. C. for 34*l.* have sold to S. C. the sixth part of the capital house called 'the farme house' of West Newton and all orchards, gardens and outhouses belonging, the sixth part of 60*a.* or thereabouts of arable land, meadow, pasture and wood, now in the tenure of S. C., and Richard and George Sydenham, gentlemen; with all lands and rights belonging to the farm, and all deeds concerning the same; to hold to S. C. of the chief lord of the fee by the rents accustomed. And

R. G. and G. C. do covenant that the premises shall be saved harmless of all encumbrances ; and that for the further assurance of the premises to S. C., they will do all such things as shall be devised, by S. C. by fine or otherwise, and will warrant the premises to S. C. against them and their heirs. And know that R. G. and G. C. have appointed Hugh Willeshere and Robert Batte their attorneys to deliver the premises to S. C.

210. *At Bridgwater, in full sessions of the peace held there September 18, in the 25th year of Elizabeth, before Edward Popham, J.P., Richard Galhampton and George Chicke desire :—*

This indenture made September 14, in the 25th year of Elizabeth, 1583, between Richard Galhampton of Westnewton, gentleman, and George Chicke of Prymmore, yeoman ; and John Barstable of Heading, husbandman, witnesseth that whereas R. G. and G. C. of late purchased of Richard Willoughby (*as in No. 209*), the sixth part of the manor of West Newton, and the other lands of R. W. in North Petherton, know that R. G. and G. C. for 6*l.* have sold to J. B. the sixth part of one close of arable land called Prymmore land containing 6*a.* ; of one close of arable land called Gravelhill, containing 6*a.* ; of one close of arable land at the east side of the farm of West Newton, containing 3*a.* ; of one close of arable land adjoining to the land of Christian Whyllgge, widow, containing 3*a.* ; of one close of arable land adjoining to Heading Greene, containing 2*a.* ; and of two closes of arable land on the west side of the highway that leadeth between Prymmore and Heading Green, each containing 5*a.* ; with all rights belonging to and all deeds concerning the premises, which parcels of arable land are in the parish of North Petherton and in the tenure of J. B., to hold to J. B. of the chief lord of the fee by the accustomed rents. And R. G. and G. C. do covenant that the premises shall be discharged of all encumbrances ; and for the further assurance of the premises to J. B., they will do all such things as shall be devised by J. B. by fine or otherwise, and warrant the premises to J. B. against them and their heirs. And know that R. G. and G. C. have appointed Robert Batt and John Worth their attorneys to deliver the premises to J. B.

211. *At Taunton, September 27, in the 25th year of Elizabeth, before John Lancaster, J.P., Roger Siddenham desires :—*

This indenture made September 27, in the 25th year of Elizabeth, 1583, between Roger Sidenham of Cannyngham, gentleman, and John Colles, son and heir apparent of John Colles of Barton, esquire, witnesseth that R. S. for 100 marks hath sold to J. C. the moiety of the pasture called Cannyngham Marshe or Pyrriames marsh now or late in the tenure of J. C., the father, by a demise of Edward Courtney, gentleman, for divers years yet enduring if Dorathye Colles, eldest daughter of J. C., do so long live or of his assigns, in the parish of Cannyngham, with all deeds concerning the premises. And R. S. covenanteth that the premises are of the yearly value of 12*d.* ; and that he is true owner of the premises, in possession or reversion depending on an estate for term of lease, whereupon the usual rents be received, or upon the estate conveyed in jointure to the now wife of E. Courtney ; and that he will save harmless the premises from all encumbrances ; and that he will during the term of two years next ensuing do all such things as shall be devised by J. C. for the further assurance of the premises to J. C. by fine or otherwise ; so as the wife of R. S. be not compelled to yield to the avoidance of her dower only by '*dedimus potestatem*' before commissioners, and not before any justice of assize.

212. *At Wells, in full sessions of the peace held there January 9, in the 26th year of Elizabeth, before Sir John Horner, William Bowreman, Samuel Norton and other justices, Christopher Payne desires :—*

This indenture made January 9, in the 26th year of Elizabeth, 1584, between Christopher Payne of Criston, esquire, and Christopher Kenne of Kenne, esquire, witnesseth that C. P. for 100*l.* hath sold to C. K. all his lands, tenements and rights which were Thomas Payne's, esquire, late of Hutton, at the time of his death, or which now or ever were C. P.'s in Banwell, Clever, Wedmore, Axebridge, Worle, Samford, Churchehill, Cewstoke, Rolleston, Huyshe, Congresburie, Beryngton, Puxton, Wryngton, Rowebarrowe, Shipham, Wynescombe, Blagdome, Langford and Wollareshill (?) ; in the whole 430*a.* or thereabouts ; with all

deeds concerning the premises. And C. P. covenanteth that the premises are of the annual value of 16*l.* 13*s.* 4*d.* or thereabouts ; and that the premises shall be discharged of all encumbrances, the rents due to the chief lord of the fee, and the estates of the now tenants, excepted ; and that during the space of five years next ensuing he will do all such things for the better assurance of the premises to C. K. by fine or otherwise as shall be devised by C. K.

213. *At Taunton, September 30, in the 26th year of Elizabeth, before Sir George Syddenham, John Colles and John Lancaster, J.P.s, John Bradford desires :—*

This indenture made September 30, in the 26th year of Elizabeth, 1584, between John Bradford of Exton, yeoman, and Roger Siddenham of Cannyngham, gentleman, witnesseth that J. B. for 20*l.* hath sold to R. S. 10*a.* of land in North Quarum *alias* Quarum Mounceaus in Exton between the land of R. S. called the Farthinge on the west, his land called Langland on the east, and the land of the heirs of Trittescombe on the north, with an easement of water called Heathburwille on the east of Helmore to be had to water the aforesaid 10*a.*, and a reasonable way to the said land, and all woods and rights belonging to the premises, and all deeds concerning the same. And J. B. doth covenant to discharge the premises of all encumbrances, the rents due to the chief lord of the fee, and the estate which Crispian Honney, wife of Roger Honney, hath for term of her life in a certain house upon the premises, excepted ; and that within the space of sixteen years next ensuing he will do all such things by deed enrolled or otherwise as shall be devised by R. S. for the better assurance of the premises to R. S.

## Roll XII.

214. *At Wells, in general sessions of the peace held there Tuesday after the feast of the Epiphany, in the 28th year of Elizabeth, before James Bysse and William Bowreman, J.P.s., Isabel Wright desires :—*

This indenture made January 10, in the 28th year of Elizabeth, 1586, between Isabell Wright of Axbridge, widow, one of the daughters and coheirs of Thomas Gybbyns and Johan his wife, deceased, and John Whiting of Axbridge, yeoman, witnesseth

that I. W. for 100 marks hath sold to J. W. the moiety of a tenement in Eastbrynscombe in the parish of Overweare, now in the tenure of John Baker and of 28*a.* of land, meadow and pasture, belonging thereto ; of one tenement and 15*a.* of land, meadow and pasture belonging in Overweare, now in the tenure of Thomas Swaine ; of one close of meadow called Culverclose containing 2*a.* in the 'borowe' of Weare, in the parish of Overweare, now in the tenure of Thomas Clutterbuck ; of 21½*a.* of land, meadow and pasture in Allerton, now in the tenure of Thomas Roche, and of one tenement and garden in the south side of the Westrete of Axbridge ; with all lands and rights belonging to the premises, all her other messuages, lands and rights in Axbridge, Overweare, Allerton, Wedmore and Compton Bishoppe, and all deeds concerning the premises ; to hold of the chief lord of the fee by the rents accustomed.

And I. W. doth covenant that she hath full power to sell the premises to J. W. and that during the space of five years next ensuing she will do all such things as shall be devised by J. W. for the further assurance of the premises to J. W. by fine or otherwise ; and that the premises shall be discharged of all encumbrances, except the rents due to the chief lord of the fee, and leases made by I. W., John Wright, her husband, and Margaret Roo, late of Axbridge, widow, her sister, to John Baker, Alice his wife and John their son for their lives (of the premises as above), for the yearly rent of 13*s.* 4*d.* ; to John Swaine the elder, deceased, of Brynscombe, Crispian his wife and Thomas their son (of the premises as above) at the yearly rent of 8*s.* ; to Thomas Clutterbuck and Peter and Leonard his sons (of the premises as above) at the yearly rent of 16*s.*, and to John Jurdeine, Isabell his wife and Margery their daughter of the tenement in Axbridge, at the yearly rent of 12*s.*—the one moiety of which rents shall be paid to J. W.

215. *At Bridgwater, in general sessions of the peace held there Tuesday after the feast of St. Matthew, in the 28th year of Elizabeth, before William Bowreman and Edward Hext, J.P.s., John Pryste desires :—*

This indenture made July 10, in the 28th year of Elizabeth,

1586, between John Pryst of Compton Buyshoppe, yeoman, and Richard Fuller of Axbridge, linen-draper, witnesseth that J. P. for 62*l.* hath sold to R. F. one tenement with a garden in the Borowe of Axbridge, between the land of John Butcher, gentleman, in the west, the land of the mayor and burgesses of the Borowe of Axbridge in the east and the land of William Prewett, gentleman, on the south, in the tenure of Agnes Pryst, widow ; one tenement with a garden in the said Borowe, now in the tenure of Peter Longe, the land of the mayor and burgesses being on the east and the land of the heirs of William Sayntloo, knight, on the west ; one tenement with a garden, in the tenure of Robert Larder, the land of the mayor and burgesses being on the west and the Churchlane on the east ; one tenement in the said Borowe now in the tenure of William Norkett, between the land of the mayor and burgesses on the east and west, and one parrokk or ' morehaies ' belonging to the tenement lying by the Myddlewalles in Axbridge between the ' morehaie ' of William Bythesee on the south and a ' morehaie ' of Thomas Thrustons in the north ; one tenement with a garden in the south side of the Westrete in Axbridge, now in the tenure of John Purle with 1*a.* of meadow or rede in Stubbingham in Cheddar, between the land of Peter Durban on the south and north ; with all houses, lands and rights belonging to the premises in Axbridge, Cheddar and Compton Buyshoppe, and all deeds concerning them ; to hold of the chief lord of the fee by the rents accustomed.

And J. P. doth covenant that he hath full power to sell the premises, and that the premises shall be discharged of all encumbrances made by J. P. or John Pryst his father, except a lease to Agnes Pryst of the tenement (*as above*) for her life, and a lease of the same tenement in reversion of Agnes to William Braddye and William and John his sons at the yearly rent of 10*s.* ; a lease to Peter Longe, Johan his wife and Nicholas their son (of the premises as above) at the yearly rent of 10*s.* ; a lease made by John Pryst, deceased, to William Norkett, Elizabeth his wife and Agnes his daughter for their lives (of the premises as above) for the yearly rent of 6*s.* 8*d.* ; a lease to John Purle and Johan his wife for their lives (of the premises as above) at the yearly rent of 13*s.* ; and that during the space of five years next ensuing

he will do all such things as shall be devised for the further assurance of the premises to R. F. by fine or otherwise.

216. *At Bridgwater, in full sessions of the peace held there Tuesday after the feast of St. Matthew, in the 29th year of Elizabeth, before Sir Henry Berkeley and John Popham, the Queen's Attorney-General, J.P.s., Isabella Cheverell desires :—*

This indenture made July 2, in the 29th year of Elizabeth, 1587, between Isabella Cheverell of Honybere Lylstoke, widow, late the wife of Christopher Cheverell, late of Chauntmarrell in Dorset, esquire, deceased, and Christopher Cheverell, son of Robert Cheverell of Barton, gentleman, witnesseth that I. C. for 40*l.* paid by R. C. on behalf of C. C. hath sold to C. C. the manor of Barton with all messuages, lands and rights belonging, and all her other messuages, lands and rights in Barton, Kington Maundevile, Spaxon, Donyforde and Aysholt, and in Bampton Weild in the county of Oxford, or elsewhere in Somerset or Oxfordshire; to hold of the chief lord of the fee by the rents accustomed.

### Roll XIII.

217. *At Chard, July 4, in the 31st year of Elizabeth, before William Bowreman, J.P., Richard Godwyn desires :—*

This indenture made March 25, in the 31st year of Elizabeth, 1589, between Richard Godwyn of Welles, esquire, and Anthony Godwyn of Wookie, gentleman: and Robert Smyth of Welles, innholder, witnesseth that R. G. and A. G. have sold to R. S. that tenement or barn with a garden adjoining in the north side of a 'streate' in Welles called Southover, between the land of Ayshton Ayleworth of London, esquire, on the east and west, with all buildings belonging to, and all deeds concerning the premises; to hold of the chief lord of the fee by the rents accustomed. And R. G. and A. G. do covenant that they have full power to sell the premises, which shall remain to R. S. discharged of all encumbrances, except the rents to the chief lord of the fee; and that during the space of five years next ensuing they will do all such things as shall be devised by R. S. for the better assurance of the premises to R. S. by fine or otherwise.

218. *At Yeovil, August 26, in the 31st year of Elizabeth, before Edward Philipps, J.P., Leonard Carent desires :—*

This indenture made March 20, in the 31st year of Elizabeth, 1589, between Leonard Carent of Tomer, esquire, and William Carent his son and heir apparent ; and Thomas Phellippes *alias* Phelpes of Yevell, mercer, witnesseth that L. and W. C. for 380*l.* have sold to T. P. four closes of meadow and pasture called the Bottoms, containing 40*a.* in Marsh in the parishes of Yevell and Pytney, now or lately in the joint tenures of William Jenynge, Johane wife of John Dier, and James Rych ; that messuage called a half tenement in which John Cheate now inhabiteth in Kingeston *juxta* Yevell ; one close of land and pasture at Hardermeade containing 6*a.* ; one close of meadow at Meade Underdowne containing 2*a.* ; one close of arable land by Courte Close containing 8*a.* 3*yds.* ; 18*a.* 1*yd.* of arable land in the fields of Kingeston, which premises are in Yevell and Pytney and in the tenure of John Cheate *alias* King ; with all buildings, lands and rights belonging to, and all deeds concerning the premises. And L. and W. C. do covenant that they have full power to sell the premises, which shall continue to T. P., discharged of all encumbrances, made by L. and W. C. or by Sir William Carent, deceased, father of L. C., except the rents due to the chief lord of the fee, a lease of the four closes unto William Jenynge, Johane Dier and James Rych for their lives, and a lease of the other premises to John Cheate for his life ; and that the premises are of the yearly value of 4*l.* 11*s.* 4*d.* ; and that they and Elizabeth, wife of W. C., within the space of three years next ensuing for the further assuring of the premises to T. P. will do all such things, by fine or otherwise as shall be devised by T. P., and all such assurance made by L. C., W. and E. C., Henry brother of W. C. and John and Johane Dier shall be to the use of T. P. ; and that all persons seised of the premises, except James Rych and John Cheate, shall be seised to the use of T. P.

219. *At Yeovil, August 26, in the 31st year of Elizabeth, before Edward Philipps, J.P., Leonard Carent desires :—*

This indenture made March 20, in the 31st year of Elizabeth, 1589, between Leonard and William Carent (*as in No. 218*),



and George Hayne of Yevell, woollen draper, witnesseth that L. and W. C. for 276*l.* 13*s.* 4*d.*, have sold to G. H. those four closes of land, meadow and pasture called Fleppens Pyt *alias* Lockiers lease containing 40*a.* in Marsh in the parishes of Yevell and Pytney, now or lately in the joint tenures of G. H. and Giles his brother ; one little close or parrocke of pasture containing  $\frac{1}{2}$ *a.* in Kingeston *juxta* Yevell, now in the tenure of Benjamyn and Joseph brothers of G. H. ; one tenement containing 16*a.* of land, meadow and pasture in Kingeston, lately in the tenure of Giles Parker *alias* Toker, and now in that of John Bailie ; that messuage in Kingeston called Houndhill with 15*a.* of land, meadow and pasture,  $\frac{1}{2}$ *a.* of meadow and 1*yd.* of arable land of the lords demesnes called 'Bordeland' belonging thereto, now in the tenure of Margaret Trent, widow, with all buildings, lands and rights belonging to, and all deeds concerning the premises. And L. and W. C. do covenant that they have full power to sell the premises, which shall continue to G. H. discharged of all encumbrances, except the rents due to the chief lord of the fee, and the leases of the premises made to George, Giles, Benjamin and Joseph Hayne, Giles Parker *alias* Toker, Elizabeth his wife and Robart his brother, and Margaret Trente ; and that the premises are of the yearly value of 3*l.* 4*s.* 4*d.* ; and that during the space of three years next ensuing for the further assuring of the premises to G. H., they will do all such things by fine or otherwise as shall be devised by G. H.

220. *At Yeovil, August 26, in the 31st year of Elizabeth, before Edward Philippes, J.P., Leonard and William Carent desire :—*

This indenture made March 20, in the 31st year of Elizabeth, 1589, between Leonard and William Carent (*as in No. 218*) and Stephen Dier of Bampton in Devon, yeoman, Thomas Phellippes *alias* Phelps of Yevell, mercer, and William Wyne of Wales in Queen Camell, yeoman, witnesseth that L. and W. C. for 130*l.* have sold to S. D., T. P. and W. W. that messuage in Kingeston *juxta* Yevell wherein John Dier, brother of S. D., now dwelleth, with 15*a.* of land, meadow and pasture and 16 $\frac{1}{2}$ *a.* of land, meadow and pasture of the 'Lords demesnes' or 'Bordelande,' belonging thereto in Yevell and Pytney ; that tenement called Snow-

don containing 19a. and a dole of land, meadow and pasture in Marsh, in the parishes of Yevell and Pytney, that close of pasture called Rodgrove containing 10a. in the 'tethinge' of Marsh; all in the tenure of John Dier, Johane his wife and William their son; with all buildings, lands and rights belonging to, and all deeds concerning, the premises.

And L. and W. C. do covenant that they have full power to sell the premises, which shall continue to S. D., T. P. and W. W. discharged of all encumbrances, except the rents due to the chief lord of the fee and a lease of the premises to John, Johane and William Dier for their lives; and that the premises are of the yearly value of 42s. 8d.; and that L. C., W. C. and Elizabeth his wife will within the space of three years next ensuing for the further assuring of the premises to S. D., T. P. and W. W. do all such things by fine or otherwise as shall be devised by S. D., T. P. and W. W.

221. *At Barrington, October 31, in the 31st year of Elizabeth, before Sir John Clifton, J.P., Edward Knolles desires:—*

This indenture made September 22, in the 31st year of Elizabeth, 1589, between Edward Knolles of Lyttle Hempston in Devon, gentleman, and Richard Cabell of Buckfastleigh in Devon, gentleman, witnesseth that E. K. for 200l. hath sold to R. C. the moiety of the following premises: those five closes of pasture called Cowrte Closes in Over Lottesham in Dicheate, 1a. of arable land in Deadfield and 1a. of wood called Cowrte grove in Dichyat, which were in the tenure of William Nicolles; 2½a. of wood in Budeleygh *alias* Budley *alias* Butley in the west wood there, now or late in the tenure of Margery Knolles; one tenement in Butleye in the tenure of William Bailief, and Dennis his wife, with the lands belonging, containing 22a.; one tenement containing 50a. of land, meadow and pasture, and one tenement containing 13a. in Saint Cleeves in Butley, now or late in the tenure of Edward Pery; 5a. of wood in West Wood, now or late in the tenure of Edward Pery; one tenement in Butly, now or late in the tenure of Philippe Masters and Isabel, wife of John Perye, with all lands belonging; three closes of land or pasture called Over Lottesham, and three closes of land or pasture called

Goves, now or late in the tenure of John Cowper ; that close of land called Blackecrofte, now or late in the tenure of John Cowper ; such rents of certain lands in Cumpton and Dundon as amounteth to 3s. by the year ; with all buildings, lands and rights belonging to the premises, and all the other lands of E. K. in Dychyat, Lottesham, Lottisham Greene, Cumpton Dundon, Saint Cleeves and Butley, and all writings concerning the premises ; to hold of the chief lord of the fee by the accustomed services.

222. *At Wells, in full sessions of the peace held there January 4, in the 32nd year of Elizabeth, before William Bowreman, J.P., William Colmer desires :—*

This indenture made November 5, in the 31st year of Elizabeth, 1589, between William Colmer of Butleigh, gentleman, and John Hamme of Wootton in Butleigh, husbandman, witnesseth that W. C. for 56*l.* hath sold to J. H. two closes of meadow and pasture containing 6*a.* in the Butts *alias* Butmoore in Baltonsborough and the pasture of the way there containing 1 yard of ground, now or late in the tenure of John Rushe of Baltonsborough, husbandman, and before in that of W. C., with all lands, rights and deeds belonging to the premises, and free entry by the 'yeate' near the farmhouse of Baltonsborough, and over the ground of the 'fearme' ; which premises late were parcel of the manor of Baltonsborough and were conveyed to W. C. by William Hungate of Saxton in the county of York ; to hold to J. H., paying yearly to the Queen as chief lord of the fee 15*s.* 4*d.*, as reserved by the conveyance of the premises from William Hungate to W. C. of October 6, 1563. And W. C. doth covenant that if J. H. do pay the said rent, the premises shall be discharged of all rents and suits of court ; and that he hath full power to sell the premises, which shall be discharged of all encumbrances, except the said rent ; and that W. C. and Johane his wife shall during the space of two years next ensuing do all such things as shall be devised by J. H. for the better assurance of the premises to J. H. by fine or otherwise ; and W. C. hath ordained William Withie of Walton, husbandman, and John Hurde of Compton Dundone his attornies to give possession of the premises to J. H.

223. *At Wells, January 13, in the 33rd year of Elizabeth, before Frances Hastings and Edward Philipps, J.P.s., Walter Kingeston desires :—*

This indenture made September 19, in the 32nd year of Elizabeth, 1590, between Walter Kingeston of Rode in Bradley in Wiltshire, gentleman, and Thomas Andros of Blackeford, yeoman, witnesseth that W. K. for 14*l.* 13*s.* 4*d.* hath sold to T. A. one close of meadow in Kingesmeade near Wolmore in the manor of Blackford in the parish of North Cadbery containing 3*a.* with free passage through Kingesmeade after the mowing thereof, late in the tenure of Richard Pytman and now in that of Henry Andros, son of T. A. ; all his lands and rights in Amesford, whereof one close is called Butt Haies, containing 1*a.* and butting upon Amesford lane between the ground of Edward Kirton, gentleman, and that of Alice Brice, widow ; 1*a.* of land lyeth in Bowewood between the ground of John Davis and that of Henry Carie ;  $\frac{1}{2}$ *a.* lyeth in Worthie between the land of E. Kyrton and three ' yeardes ' of the land of John Tomes, now or late in the tenure of John, Samuel and Abraham Whitt *alias* White ; with all rights belonging to, and all deeds concerning, the premises. And W. K. doth covenant that he hath full power to sell the premises, and that he will discharge the premises of all encumbrances, except the rents due to the chief lord of the fee, and two leases, one made to Henry, Joseph and Marie Andros, sons and daughter of T. A. for their lives and the other to John, Abraham and Samuell Whitt, for the several rents of 6*s.* 8*d.* and 9*d.*, and that, during the space of five years next ensuing, he will do all such things for the better assurance of the premises to T. A. by fine or otherwise as shall be devised by T. A. And W. K. hath ordained George Andros and Barnabe Thucke his attornies to give possession of the premises to T. A.

224. *At Ilchester, April 14, in the 33rd year of Elizabeth, before Edward Philipps, J.P., John Pytman desires :—*

This indenture made January 25, in the 33rd year of Elizabeth, 1591, between John Pytman of West Chynocke in the parish of Cheselborough, husbandman, Alyce his wife and Richard their son and heir apparent : and William Purchys the elder of East

Chynocke, husbandman, witnesseth that J., A. and R. P. have sold to W. P. their dwelling-house with the buildings and orchards belonging, containing 1a., now in the several tenures of J. and R. P., Agnes Pattyne, widow, and Richard Marshe, in West Chynocke, with all deeds concerning the premises except two rooms and one entry reserved, unto Agnes Pattyne in the souther end of the house, now in her tenure, whereof one is called the Heigher Halle, and the other the Chamber above the Halle for thirteen years from the feast of the birth of our Lord last ; one room called the Heigher Shoppe reserved unto Richard Marshe in the souther end of the Halle, for seven years from the feast of St. John the Baptist last ; and reserved unto William, son of J. P., the said ' shoppe,' the garden now in the tenure of J. P., the fruit of the third part of the orchard, and one chamber and a loft or room above the chamber which Agnes Pattyn now hath.

Provided that if J., A. and R. P. shall pay W. P. 13*l.*—on the feast of St. Andrew next, 40*s.* at the dwelling-house of Julyan Coker, widow, in East Chinnock, and so each year 40*s.* till 1596 and in 1597, 20*s.*—then this sale shall be void. And J., A. and R. P. covenant that they have full power to sell the premises, and that the premises shall remain to W. P. discharged of all encumbrances ; and W. P. doth covenant that J., A. and R. P. may hold the premises as long as they pay W. P. the said 40*s.* ; and if they make default, then W. P. may hold the premises, under the rents due to the chief lord of the fee ; and J., A. and R. P. covenant that they will do all such things for the better assurance of the premises to W. P. as shall be devised by W. P. by fine or otherwise.

225. *At Barrington, April 12, in the 33rd year of Elizabeth, before Sir John Clifton, J.P., Matthew Baker desires :—*

To all to whom these presents shall come, I, Matthew Baker of Crewkerne, feltmaker, send greeting. Know that I have sold to Robert Merifeelde of Crewkerne, gentleman, my houses, lands and rights in Crewkerne, now or lately in the several tenures of myself, William Myller, John Taylor *alias* Barber, Elizabeth Stone, widow, John Laurence, George Lane, William Marke, Margaret Olford and Elioner Smyth, widows, with all messuages,

lands and rights belonging to the premises, to hold of the chief lord of the fee by the rents accustomed. And I warrant the premises to R. M., and have appointed Robert Baker and Thomas Meryfielde my attorneys to give possession of the premises to R. M. December 5 in the 33rd year of Elizabeth, 1590. *Latin.*

226. *At Taunton, June 2, in the 33rd year of Elizabeth, before John Colles and Alexander Popham, J.P.s., Lewis Pyne desires :—*

To all to whom this present writing shall come, Lewys Pyne of Chelton in Murlinche, gentleman, sendeth greeting. Know ye that I have sold to William Pyne my natural son and heir-apparent my fifth part of four closes of meadow and pasture called Courte closes in five equal parts to be divided, in Overlottesham in Ditchate with all my lands, tenements and rights in Ditcheat, Barton and Butley ; and 20a. of pasture in Over Lottesham adjoining the said closes ; with all evidences concerning the premises. And I covenant that I have full power to sell the premises to W. P. and warrant the premises to W. P. And I have ordained John Hobbes and Thomas Cooke my attorneys to give possession of the premises to W. P. May 26 in the 33rd year of Elizabeth, 1591.

227. *At Taunton, September 24, in the 33rd year of Elizabeth, before John Lancaster and Edward Phellipps, J.P.s, Richard Cole desires :—*

This indenture made July 14, in the 33rd year of Elizabeth, 1591, between Richard Cole of Welles, gentleman, and Nicholas Wykes of Welles, gentleman, and Isabel his wife, witnesseth that R. C. for 150*l.* hath sold to N. and I. W. his manors of Eastpennard and Leigh upon Mendippe with ten messuages, whereof one tenement with 32a. of land, meadow and pasture is in the tenure of Walter Reeves ; one tenement with 32a. of land, meadow and pasture is in the tenure of Robert Rodford ; two tenements containing 32a. of land, meadow and pasture in the tenure of William Bushe ; one tenement containing 16a. of land, meadow and pasture in the tenure of William Jacob ; one tenement containing 16a. of land, meadow and pasture in the tenure of Henrie Cole : all in East Pennard ; and in Leighe upon Mendippe, one tenement

containing 32a. in the tenure of Myles Cole ; one tenement containing 16a. in the tenure of John Gent ; one tenement containing 16a. in the tenure of Margery Browne, widow ; and 6a. of land, meadow and pasture in the tenure of Robert Gent ; with all his other lands, tenements and rights in Eastpennard Littlepennard, Hunsham, West Pennard, Mells and Leighe upon Mendipp, belonging to the premises, and all deeds concerning the premises ; to hold of the chief lord of the fee by the rents accustomed.

And R. C. doth covenant that the premises shall remain to N. and I. W. discharged of all encumbrances, except the rents to the chief lord of the fee and the dower of Elizabeth Cole, widow, late wife of Richard Cole, deceased, father of R. C., and that during the space of three years next ensuing he will do all such things as shall be devised by N. W. for the further assurance of the premises to N. and I. W., by fine or otherwise. And N. W. doth covenant not to impeach any demise made by R. C. or Richard Cole his father.

228. *At Yeovil, December 18, in the 34th year of Elizabeth, before Edward Sayntbarbe, J.P., Francis Whittington alias Whitton, James Sparke and Henry Myddleton desire :—*

This indenture made September 9, in the 33rd year of Elizabeth, 1591, between Frances Whittington *alias* Whitton of Ivythorne, esquire, James Sparke of Luckington, gentleman, and Henry Myddleton of West Coker, gentleman : and John Portman of Orchard, esquire, witnesseth that F. W., J. S. and H. M. for 290l. have sold to J. P. that messuage wherein John Myddleton, gentleman, deceased, lately inhabited with all buildings belonging, and those gardens, orchards and moor adjoining containing 6a. ; one close of meadow in Cheffley containing 6a. ; one close of meadow called Fullwell containing 12a. ; two closes of land or pasture called the Clives *alias* West Close and Midle Clives containing 21a. ; one close of land called Pennyspitts *alias* Hill close containing 9a. ; two closes of land called the Olde Lane and Conigre, containing 14a. ; three closes of land called Redwelles Peece, Stonie land, and Scabbed Peece, which do contain 12a. ; all which premises are in West Coker and late were in the tenure of John Myddleton, deceased ; that messuage and

one piece of arable land called Hempeland thereunto belonging, containing 1a., now in the tenure of John Wylcocks ; with all woods, waters and rights belonging to the premises, except reserved to F. W. the chief rents of the premises, held of his manor of West Coker ; and all deeds concerning the premises.

And F. W., J. S., and H. M. do covenant that they are seised of the premises expectant upon an estate for life of Alice Guye, late wife of John Myddleton, no reversion being to the Queen's Majesty ; and F. W. covenants that he will discharge the premises of all encumbrances ; and that during the space of three years next ensuing he will do all such things for the better assurance of the premises to J. P. by fine or otherwise as shall be devised by J. P. And J. S. and H. M. covenant the same, excepting a deed of sale from J. S. to F. W., the estate of Alice Guy and a deed of sale of the premises from H. M. to J. S.

229. *At Ilchester, April 1, in the 34th year of Elizabeth, before John Pyne, J.P., John Buller desires :—*

This indenture made March 25 in the 34th year of Elizabeth, 1592, between John Buller of Lyllesdon, esquire, and John Luffe of Ilmister, clothier, witnesseth that J. B., for 157*l.* 10*s.* hath sold to J. L. that mansion house called Wood in the parish of Knoll with all buildings and rights belonging ; one close of pasture called Neyther Langland with the wood adjoining containing 20a. ; one close of pasture called Over Langeland, containing 18a. ; two closes of land and pasture called Oteclose and the Butt close containing 12a. ; one close of pasture called Jourdeins close with the green adjoining containing 15a. ; one close called Jordeins Wood containing 10a. ; one meadow called Longmeadow containing 15a. ; one meadow called New meadow containing 8a. ; all in Knoll ; the wood called Chafecomb Park containing 40a. in Chafecombe, and those lands and pastures called Marrelpit Feilds in Cudworth containing 50a. And J. B. doth covenant that he hath full power to sell the premises, which shall remain to J. L. discharged of all encumbrances, except a lease of the premises made by John Buller, esquire, deceased, father of J. B. to J. L. for 21 years, another lease of the premises made to George Poulett, esquire, made



before the lease to J. L., a previous lease of Marellpitt Fields, and the rents to the chief lord of the fee ; provided that if J. B. shall pay J. L. 157*l.* 10*s.* on October 1 next ensuing at the mansion house of J. L. in Ilmister, then this sale shall be void ; but if not, then J. B. doth covenant within the space of one year next ensuing, on request made to him at his mansion-house in Lyllesdon, to do all such things for the better assurance of the premises to J. L. by fine or otherwise as shall be devised by J. L. and J. L. may occupy the premises from October 1.

#### Roll XIV.

230. *At North Cadbury, December 13, in the 35th year of Elizabeth, before Matthew Ewens, J.P., Francis Hastings desires :—*

This indenture made December 13, in the 35th year of Elizabeth, 1592, between Sir Frauncis Hastings of North Cadbury, knight, and Edward Hext of Netherham, esquire, witnesseth that F. H. for 2000*l.* hath sold to E. H. that ‘ moytye ’ of the manor, borough and hundred of Somerton which he lately purchased of the right honourable Henry, Earl of Hungtingdon, and of all messuages, lands and rights belonging thereto, and all deeds concerning the premises.

And F. H. doth covenant that he hath full power to sell the premises to E. H., and that he will discharge the premises of all encumbrances, except estates by copy and fines for alienation by reason of this indenture ; and that he and Mawde his wife within the space of three years next ensuing will do all such things for the better assurance of the premises to E. H. by fine or otherwise as shall be devised by E. H. ; and F. H. doth grant to E. H. all his interest in the ‘ fayers ’ and markets of Somerton.

231. *At Taunton, July 31, in the 35th year of Elizabeth before John Colles, J.P., George Coxe desires :—*

This indenture made April 17, in the 35th year of Elizabeth, 1593, between George Coxe of Fayland, yeoman, and John Cowper of Winscombe, esquire, witnesseth that G. C. for 140*l.* hath sold to J. C. one capital messuage in Wyncombe, with the gardens and orchards belonging ; one close of pasture adjoining called Homelease containing 18*a.*, and one close of pasture

called Eastlease containing 10a. ; which were in the occupation of George Payne, gentleman, deceased : with all rights belonging to the premises and all lands granted by letters patent of Edward VI, dated December 18, 1549, to George Payne and assured to G. C., and all deeds concerning the premises. And G. C. doth covenant that the premises shall be discharged of all encumbrances, except the rents to the chief lord of the fee ; and that he and Agnes his wife will do all such things as shall be devised by J. C., for the better assurance of the premises to J. C. by fine or otherwise.

232. *At Bridgwater, Tuesday, September 18, in the 35th year of Elizabeth, before John Pyne, J.P., Richard Coles alias Lantroë desires :—*

This indenture made September 4, in the 35th year of Elizabeth, 1593, between Rychard Coles *alias* Lantroë of Enmore, husbandman, and Thomas Davye of Enmore, husbandman, witnesseth that R. C. for 20*l.* hath sold to T. D. 7*a.* of land and pasture and all his other lands and rights in Stockland Gaunte, and all deeds concerning the premises, to hold of the chief lord of the fee by the rents accustomed. And R. C. doth covenant that the premises shall remain to T. D. discharged of all encumbrances, except one lease of the premises unto Bartholomew and Anthony Galhampton of Stockland, gentlemen, and the rents to the chief lord of the fee.

233. *At Langport, January 19, in the 36th year of Elizabeth, before John Pyne, J.P., Francis and Henry Whitton alias Whittington desire :—*

This indenture made October 26, in the 35th year of Elizabeth, 1593, between Franncis Whitton *alias* Whittington of Heathorne in Streate, gentleman, and Henry Whitton *alias* Whittington his son and heir apparent : and John Symes, son and heir apparent of William Symes of Chard, 'marchaunt,' witnesseth that F. and H. W. for 90*l.* paid to them by W. S. on behalf of J. S. have sold to J. S. that water 'greest mylne' called Bowrells *alias* Barwells mill in West Coker, now in the tenure of Matthew Paramore, with a garden and those parcels of land, meadow and pasture

adjoining containing 6a., whereof one parcel is called Allermoors, another Okey Haye, another the Grove *alias* Coniger Hill, with all rights belonging to, and all deeds concerning the premises. And H. W. doth covenant that he hath full power to sell the premises ; and that the premises shall be discharged of all encumbrances, except the lease to Matthew Paramore for fourteen years at the rent of 11*l.*, and the rents to the chief lord of the fee ; and that he and Philippa his wife, and Frauncis Whitton his brother will during the space of five years next ensuing do all such things for the better assurance of the premises to J. S. by fine or otherwise as shall be devised by J. S. ; and F. W. doth covenant that J. S. may hold the premises discharged of all encumbrances.

234. *At Bridgewater, September 17, in the 36th year of Elizabeth before John Pyne, J.P., John Golde desires :—*

This indenture made May 28, in the 36th year of Elizabeth, 1594, between John Golde of Northover, yeoman, and Thomas Hunt of Bridgewater, yeoman, witnesseth that J. G. for 15*l.* hath sold to T. H. his tenement in Bridgewater, with two gardens adjoining, one in the south side of the tenement, the other in the east side, in St. Maries Streate, now in the tenure of Thomas Chede, with all evidences concerning the premises. And J. G. doth covenant that he hath full power to sell the premises, and that the premises shall remain to T. H. discharged of all encumbrances, except the rents to the chief lord of the fee, and a lease of the premises to Agnes Thomas for life ; and that during the space of seven years next ensuing he will do all such things as shall be devised by T. H. for the further assurance of the premises to T. H. by fine or otherwise.

235. *At Wells, January 27, in the 37th year of Elizabeth, before John Harrington and Thomas Hughes, J.P.s, Henry Whittington alias Whitton desires :—*

This indenture made December 19, in the 37th year of Elizabeth, 1594, between Henry Whittington (*as in No. 233*) and Frauncis Whittington his brother : and William Symes of Chard, gentleman. Whereas W. S. doth claim the parcels of land here-

after mentioned : one messuage and certain closes of land called the Rye Feylds containing 12*a.* ; one close of land or pasture called Hawkyngs Haye containing 3*a.* ; one close of land or pasture called Myllham containing 6*a.* ; one close of land or pasture called the Hill close containing 6*a.* ; one close of land or pasture called Todd Beasom containing 2*a.* ; all in the tenure of Michael Gyles ; two closes of land or pasture called Bowrells containing 16*a.* now in the tenure of Lyonell Leaves and Raynolde Harryson ; one close of land called Staffords containing 2*a.* now in the tenure of Thomas Hutchins, *alias* Marshe ; one close of land or pasture called Budgells Peece containing 2*a.* now in the tenure of Henry Apsye ; which premises are in the parishes of West Coker and East Coker : which claim W. S. maketh supposing the premises to have been conveyed to him with divers other lands by H. W., F. W., and Fraunces Whittington their father, by deeds indented of November 10, 1592, and H. W. doth pretend the premises are excepted in the deed, upon which controversy, suit in law was like to have grown, witnesseth these presents that H. W. and F. W. for the ending of the controversy and a certain sum of money paid them by W. S. have sold to W. S. the said premises ; with all deeds concerning them, which shall be delivered to W. S. at his mansion-house in Chard.

And H. W. and F. W. covenant that they have full power to sell the premises, which shall remain to W. S. discharged of all encumbrances, except the leases to Michael Gyles, Lyonell Leaves, Raynolde Harryson, Thomas Hutchins and Henry Apsye, for which the rent amounteth on the whole to 45*s.* 2*d.*, and the rents due to the chief lord of the fee ; and that H. W., Phillippe his wife and F. W. will during the space of five years next ensuing do all such things as shall be devised by W. S. for the better assurance of the premises to W. S. by fine or otherwise.

236. *At Wells, January 16, in the 37th year of Elizabeth, before Alexander Popham, J.P., Thomas Briant alias Brownynge and Thomas his son desire :—*

This indenture made January 6, in the 37th year of Elizabeth, 1595, between Thomas Briant *alias* Brownynge the elder of Kingesdon, yeoman, and Thomas Briant *alias* Brownynge the younger of

Kingesdon, his son, carpenter : and Richard Pollett the elder of Somerton, husbandman, witnesseth that T. and T. B. for 2*6l.* have granted to R. P. that close of meadow containing 2*a.* 3 yards called Olde Moore in Kingesdon, betwixt a close of meadow now in the tenure of Tamazin Slade, widow, on the south, and on the north a close of meadow now in the tenure of Tamazin Slade, and late in that of John Masters ; to hold to R. P. from the feast of the Purification next coming for 99 years, paying yearly 4*d.* to T. B. and his heirs.

And R. P. doth covenant not to cut down any ' oke, elm or ayshe ' trees on the premises without licence of T. B. ; and T. B. may distrain on the premises if the rent be unpaid ; and R. P. may take ' fireboote, gate boat, hedge boat and stake boat ' on the premises ; and T. and T. B. do covenant that the premises shall remain to R. P. discharged of all encumbrances except the Queen's tithes and taxations ; and that within the space of three years next ensuing they will do all such things for the sure making of the premises to R. P. as shall be devised by R. P.

#### Roll XV.

237. *At Ilchester, April 18, in the 41st year of Elizabeth, before John Maye and John Rodney, J.P.s, and Thomas Popham, clerk of the peace, George Rodney desires :—*

This indenture made March 1, in the 41st year of Elizabeth, 1599, between George Rodney of Stoke Rodney, esquire, and Nicholas Claxton of Stoke Rodney, gentleman, witnesseth that G. R. for a grant made to him by N. C. of his interest in the rectory of Marke, and the tithes and other rights thereto belonging, which N. C. had by grant of the Queen, dated February 26, in the 37th year of her reign, and by another grant to William Tallentyre, gentleman, dated July 29 in the 39th year of her reign, hath sold to N. C. his tenement, half tenement, orchard, garden and 36*a.* of land, meadow and pasture in Draycott in Cheddar, now or late in the tenure of Thomas Brooke, which were sometime the lands of Thomas Baker, gentleman, deceased ; his windmill and 4*a.* of land in Wedmore, now or late in the tenure of John Lydiat ; 8*a.* of land and meadow in Wedmore, now or late in the tenure of Sible Reeves and John the younger and William Reeves her sons ;

with all rights belonging to, and all deeds concerning the premises ; to hold of the chief lord of the fee by the rents accustomed, paying yearly to G. R. 12*d.*, and suit to the court of the manor of Stoke-rodney twice in the year. And G. R. doth covenant to discharge the premises of all encumbrances, except the rents due to the chief lord of the fee, and leases.

238. *At West Coker, April 18, in the 41st year of Elizabeth, before Nicholas Halswell, J.P., Richard and John Slade desire :—*

This indenture made April 18, in the 41st year of Elizabeth, 1599, between Richard Slade of West Coker, yeoman, and John Slade his son : and John Portman of West Coker, esquire, witnesseth that R. and J. S. for 70*l.*, have sold to J. P. that close of land or pasture called Wester Cleaves containing 12*a.* ; half an acre in a close called Seven Acres ; those three closes of land and pasture called Stoney land, Rodwells Peece and Scabbed Peece containing 12*a.* ; all in West Coker ; and a close of meadow called Matchill Meade containing 2*a.* in Hardington ; with all trees growing on, and all rights belonging to, the premises.

239. *At Wells, Tuesday after the feast of the Epiphany, in the 42nd year of Elizabeth, before Nicholas Halswell and Thomas Hughes, J.P.s, Edmund Weare desires :—*

This indenture made November 2, in the 41st year of Elizabeth, 1599, between Edmund Weare of Clyst Hemington in Devon, yeoman, and Humfrye Ball of Chedley in Devon, gentleman, witnesseth that E. W. for 70*l.* hath sold to H. B. his messuages, and lands in Martock, and in Toller Porcy and Kentcombe in Dorset, now in the several tenures of Nicholas Legge, Robert Hamlyn and Henry Ottram, with all deeds concerning the premises ; to hold of the chief lord of the fee by the rents accustomed.

And E. W. doth covenant that he hath full power to sell the premises ; and that during the space of one year next ensuing he will do all such things as shall be devised by H. B. for the further assurance of the premises to H. B. and H. B. may hold the premises discharged of all encumbrances, except leases and the rents due to the chief lord of the fee.

240. *At Taunton, July 10, in the 42nd year of Elizabeth, before John Colles, J.P., Edmund Fanston desires :—*

This indenture made January 12, in the 42nd year of Elizabeth, 1600, between Edmund Fanston of Downton in Wiltshire, gentleman, and John Portman of West Coker, esquire, witnesseth that E. F. for 344*l.* hath sold to J. P. that tenement in Marsham in Hardington, late in the tenure of Rafe Willis ; those closes of land and pasture called Croft, Upfield, Midlandes, Chelbridge Meade and Worth ; three rods of meadow in Clapton Meade ; one close of land and pasture newly enclosed under Hardington Hill containing 6*a.* ; one little close of meadow at Oldford containing 1*a.* ; one close of meadow containing 6*a.* near to the said messuage ; with common of pasture in the common ways in Marshe, and for two beasts in Marsh common, and all trees, ways and other rights belonging to the premises ; all which premises are in Marsh in Hardington, and late were in the tenure of Rafe Willis ; and all deeds concerning the premises, including the deed of sale made by Henry and William Keymer to E. F. And E. F. doth covenant that he hath full power to sell the premises ; and that J. P. may hold the premises discharged of all encumbrances, except a lease of the premises which shall expire on March 27 next ; and that during the space of three years next ensuing he and Margaret his wife will do all such things by fine or otherwise as shall be devised by J. P. for the better assurance of the premises to J. P.

And E. F. doth appoint John Sherforde and John Rawlings his attorneys to give possession of the premises to J. P.

#### Roll XVI.

241. *At Wells, January 4, in the 43rd year of Elizabeth, before John Pyne, Alexander Ewens and James Bisse, J.P.s, Thomas Norris desires :—*

This indenture made September 26, in the 42nd year of Elizabeth, 1600, between Thomas Norris of St. Decumans, gentleman, and George Farwell of Hilbyshoppes, esquire, witnesseth that T. N. for 100 marks hath sold to G. F. all the hereditaments in Wells and Wookey which came by descent unto him from Hugh

and Joane Norris, deceased, his father and mother, with all deeds concerning the premises. And T. N. doth covenant that he is seised of the premises, and that they shall be discharged of all encumbrances, and that during the space of ten years next ensuing he will do all such things for the further assurance of the premises to G. F. by fine or otherwise as shall be devised by G. F.

242. *At Ilchester, April 22, in the 43rd year of Elizabeth, before Thomas Philippes and John Farwell, J.P.s, John Slade desires :—*

This indenture made April 17, in the 43rd year of Elizabeth, 1601, between John Slade of West Coker, yeoman, and John Portman of West Coker, esquire, witnesseth that J. S. for 12*l.* hath sold to J. P. that close of land arable called Otcombes Peece containing by estimation 4*a.* in West Coker, in the tenure of J. P., with all trees and rights belonging. And J. S. doth warrant the premises against all persons, the interest of J. P. in the premises under the right of Alice Guy, being an estate for her life, excepted.

243. *At Wellow, August 31, in the 43rd year of Elizabeth, before Alexander Popham, J.P., William Horton and Tobias his son desire :—*

This indenture made May 6, in the 43rd year of Elizabeth, 1601, between William Horton of Iford in the county of Wilts, gentleman, Tobie Horton, gentleman, his son and heir apparent, and Barbara, wife of the said Tobie : and John Farwell of Holbrooke, esquire, witnesseth that W., T. and B. H. for 550*l.* have sold to J. F. the rectory and church of Shepton Mountague with his appurtenances, to the late dissolved monastery of Bruton belonging, and the tithes of 3*a.* of land and meadow in Shepton Moore in Shepton Mountague, now or late in the tenure of Richard Panter of Yarlinton, with all lands, messuages, tithes and rights in Shepton Mountague, West Shepton, East Shepton, Shepton Moore, Pitcombe, Knoll and Stoke Holwaie *alias* Stony Stoke to the rectory belonging, with the right of patronage of the ' vicaridge ' of Shepton Mountague, except the three acres in the tenure of R. Panter, and the tithes of the lands enclosed, that is to say Knoll Park and Redlynch Park, and all deeds concerning the premises. And W., T. and B. H. do covenant that T. H. is



seised of the premises in the right of B. his wife, the reversion thereof to W. H. and his heirs expectant without condition ; and that the premises are discharged of all encumbrances, one lease of 47½*a.* of arable land in the common field of Shepton Mountague and of the ' arbage ' of the churchyard made by Sir James Fitzjames, knight, to William Saverie, Barbara his wife and James their son for sixty-one years, whereupon the yearly rent of 8*s.* is received, excepted ; and that during the space of five years next ensuing W., T. and B. H. will do all such things for the assurances of the premises to J. F. as shall be devised by J. F.

244. *At Wincanton, February 22, in the 44th year of Elizabeth before Alexander Ewens, J.P., John Ewens desires :—*

This indenture made December 17, in the 44th year of Elizabeth, 1601, between John Ewens the younger of Suddon in Windcaunton, gentleman : and Robert Harbin of Weeke in Gillingham in Dorset, gentleman, John Harbyn of the Middle Temple, London, gentleman, his son and heir apparent, John Cleeves of Blandford Forum in Dorset, gentleman, and James Havyland of New Sarum, ' marchaunt,' witnesseth that J. E. for 1105*l.* paid by R. and J. H. hath sold to R. and J. H., J. C. and J. H. the manor of Mudford, with all lands, tenements and rights to the manor belonging, of the inheritance of Matthew Ewens, late one of the barons of her Majesty's Exchequer, deceased, and of Sir Richard Rogers, knight, and John Rogers, esquire, and all those lands and tenements in Mudford, Up Mudford, Chilton and Trent which were conveyed by Sir George Farmer, knight, by the name of George Farmer of Clifton in Northamptonshire, esquire, to Sir R. Rogers, M. Ewens or J. Rogers, and all the other hereditaments of J. E. in Mudford, Up Mudford, Chilton and Trent, and all deeds concerning the premises. And J. E. doth covenant that he is lawfully seised of the premises and will so continue until a good estate shall be assured unto R. H., J. H., J. C. and J. H. and to the heirs of R. H. and J. H. ; and that R. H., etc., by such other assurance as J. E., Alexander Ewens, esquire, Matthew Ewens, gentleman, his son, Thomas Ewens, gentleman, and John Ewens, gentleman, father of J. E., shall make to R. H., etc., shall peaceably occupy

the premises (except for such leases as are contained in a 'scedule' hereunto annexed); and that the premises are of the yearly value of 22*l.* discharged, upon request to be made at the mansion of J. E. the father, at Suddon, of all encumbrances, leases and the rents due to the Queen's Majesty and other chief lords of the fee excepted; and that J. E. and Alexander, Matthew, Thomas and John Ewens, shall during the space of five years do all things by fine to be levied by any of them unto R. H., etc., or by other means for the further assurance of the premises unto R. H., etc., at the request of R. H., etc.

A note of such estates of the premises to be assured to R. H., J. H., J. C. and J. H., and excepted from the covenants in this indenture. One estate of one tenement and 18½*a.* of land, meadow and pasture granted by Sir Richard Rogers, Matthew Ewens, deceased, and John Rogers by indenture dated October 3, 1594, to Walter Simpson for eighty years if he or Johane his daughter shall live so long, to commence after the death of Florence his wife, whereupon the yearly rent of 15*s.* 5*d.* shall be due to R. H., etc.

One estate of two tenements and 78½*a.* of land, meadow and pasture granted by the same to James Fry, January 16, 1594, for life with remainder to William his son for 99 years at the yearly rent of 45*s.* 10*d.*

One estate of one tenement, cottage and 36*a.* of land, meadow and pasture granted by the same to Walter Fathers, Constance his wife and Dorotheie their daughter, April 23, 1593, at the yearly rent of 35*s.* 1*d.*

One estate of one cottage newly erect and one little backside containing 1 'rode' granted by the same April 8, 1590, to Thomas Norris and Henry and John his sons at the yearly rent of 2*s.*

One estate of one tenement and 12*a.* of land, meadow and pasture granted by the same April 2, 1590, to Henry Higdon and Walter and Margerie his son and daughter for the yearly rent of 6*s.* 3*d.*

One estate of the toft of one tenement and 12½*a.* of land, meadow and pasture in reversion of Margerie Whitbie granted by the same by copy of court roll October 4, 1586, to John son of Lewis Pyne at the yearly rent of 6*s.*

One estate of one tenement and 16½*a.* of land, meadow and

pasture in reversion of Dorothe Hacker, widow, granted by the same October 4, 1586, to the same at the yearly rent of 14s. 1½d.

One estate of two tenements and 42½a. of land, meadow and pasture granted by the same April 22, 1586, to Johane Whitbie and Barnard her husband at the yearly rent of 30s. 6d.

One estate of one tenement and 30½a. of land, meadow and pasture granted by the same to John Brooke and Robert his brother, April 2, 1588, at the yearly rent of 15s. 2d.

One estate of one tenement and 12a. of land, meadow and pasture granted by the same to Hugh Brooke and Walter his son, February 27, 1585, at the yearly rent of 6s. 8d.

245. *At Wincanton, February 22, in the 44th year of Elizabeth, before Alexander Ewens, J.P., Robert and John Harbyn desire :—*

This indenture made October 18, in the 43rd year of Elizabeth, 1601, between Robert Harbin of Weeke in the 'parryshe' of Gillingham, gentleman, and John Harbin, gentleman, his son and heir apparent ; and Francis Hastings of Holwell, knight, Matthew Ewens of Holwell, gentleman, and Katherine his wife witnesseth that R. and J. H. for 750*l.* have granted for life to F. H. and after his decease to M. and K. E. and the heirs male of their bodies, and for want of such issue to F. H. and his heirs for ever, the manor of Halton and all their lands in Halton in the tenure of Robert Lydford, Henry Pytman, Richard Pytman, Marmaduke Day, John Phillippes, Richard Parker, John Lewys, John Hutchins, Thomas Wise, William Clothier, John White, Richard Stacie, Peter Perrie and Richard Hawkes *alias* Buyshoppe, all messuages, lands and rights in Halton and Hatherle or in the park of Maperton to the manor belonging, the advowson of the rectory of Halton, and all their other lands in Halton, and all deeds concerning the premises.

And R. H. and J. H. covenant that they are true owners of the premises, except the extent to the Queen's Majesty, the chief rents, leases, and all encumbrances made by Henry, late Earl of Huntingdon, F. H. and their ancestors, and that F. H., M. and K. E. shall be seised of the premises to their own use ; and that the premises shall be discharged of all other encumbrances, the rents due to the chief lord of the fee and estates before October 29

last made by copy of court roll according to the custom of the manor, estates for lives or years granted by R. and J. H. and the fines for the present conveyance excepted; and that for the further assurance of the premises to F. H., M. and K. E. they will do all such things by fine or otherwise as shall be devised by F. H. and M. and K. E.

246. *At Taunton, August 7, in the 43rd year of Elizabeth, before Thomas Palmer, J.P., Stephen Tristram desires :—*

This indenture made August 1, in the 43rd year of Elizabeth, 1601, between Stephen Tristram of Bampton in Devon, gentleman, and Christopher Donne of Hunsham in Devon, yeoman, witnesseth that S. T. for 195*l.* 6*s.* has sold to C. D. his messuages, lands and rights in Bampton, except the Barton and 'demeanes' called the Barton of Duvale, whereupon S. T. now dwelleth, and the tenement known as Nether Langridge or Sufford in Brushford in Somerset, now or late in the tenure of Humphrey Strobridge and some time in that of John Hill otherwise Spurwey, with all lands and rights belonging; that moiety of those messuages and lands called Sufford and Nether Langridge, which late were in the tenure of Elizabeth Cillie, deceased, and are now in that of Johane and Ciselie Cillie her daughters; to hold to C. D. for ever, provided that if S. T. pay C. D. on February 8 next in the dwelling house of Charles Bere of Hunsham, esquire, the said sum of 195*l.* 6*s.* that then this sale shall be void. And where C. D. standeth bound at the request of S. T. in divers obligations for the payment of the said sum of money to divers persons being the debts of S. T. and borrowed by C. D. for S. T., it is provided that S. T. shall receive the rents of the premises until default shall be made of the said payment.

247. *At Ilchester, April 13, in the 43rd year of Elizabeth, before John Farwell and John Maie, J.P.s, Alexander Ewens desires :—*

This indenture made April 2, in the 44th year of Elizabeth, 1602, between Alexander Ewens of Winecaulton, esquire, and Nicholas Barnes of Bratton, yeoman, witnesseth that A. E. for 90*l.* hath sold to N. B. that close of pasture and arable called Jaycocke in Nordon in the 'parryshe' of Winecaunton, 4½*a.* of land arable there, sometime in the tenure of John Ballet, and

the pasture of a certain way called Croppie Waye lying at the head of the four acres ; two closes sometimes pasture and now arable whereof one is called Cuttlesham and the other Giggetts in Winecaulton ; those closes of land, pasture and wood called Cuttlesham, Giggett and Gerratt *alias* Giggetts and Gerratts in Winecaulton ;  $1\frac{1}{2}$ a. of meadow in the Moore of Knoyle *alias* Knole, with common of pasture in Nordon and Charleton Musgrove, all which premises were in the tenure of John Plumley and — Frie of Bruton and late were in that of William Dibbin, gentleman, and John Mogge ; with all lands and rights belonging to the premises, and all deeds concerning them. And A. E. covenants that he is seised of the premises and hath full power to sell the same ; and that the premises shall be discharged of all encumbrances, one lease made by John Ewens, father of A. E., unto Thomas Ewens, gentleman, his son, for twenty-one years on May 6, 1576, excepted ; and that A. E. and Gertrude his wife during the space of five years will do all such things for the better assurance of the premises to N. B. by deed inrolled or otherwise as shall be devised by N. B.

248. *At Ilchester, April 13, in the 44th year of Elizabeth, before John Rodney and Thomas Hughes, J.P.s, Alexander Ewens desires :—*

This indenture made January 20, in the 44th year of Elizabeth, 1602, between Alexander Ewens (*as in No. 247*) and Richard Newman *alias* Everod of Queene Camell, gentleman, witnesseth that A. E. for 150*l.* hath sold to R. N. that tenement in Marsh in Wyncaulton, now in the tenure of Thomas Gryffyn *alias* Davis with all lands and rights belonging, and all deeds concerning the premises, to hold of the chief lord of the fee by the rents accustomed. And A. E. doth covenant that he hath full power to sell the premises, and that he will discharge the premises of all encumbrances—(*including*) one statute of recognisance entered into by Charles, late Lord Stourton, sometime owner of the premises, to William Bird—except a lease of the premises bearing date October 12, 1572, granted by John Ewens unto William Gryffin *alias* Davis, John Griffon *alias* Davy, deceased, and Thomas Gryffin *alias* Davy for eighty years whereupon the yearly rent of

20s. shall be payable to R. N., and the premises shall be acknowledged to R. N. by A. E., Gertrude his wife, Matthew his son, John Ewens the elder, Thomas Ewens, John Ewens the younger and Andrew Ewens, and during the space of five years next ensuing they will do all such things as shall be devised by R. N. for the further assurance of the premises to R. N. by fine or otherwise.

249. *At Bridgwater, Tuesday after the feast of St. Matthew, in the 44th year of Elizabeth, before Henry Halswell, J.P., John Hartgill desires :—*

This indenture made June 20, in the 44th year of Elizabeth, 1602, between John Hartgill of Kilminster, esquire, and John Portman of West Coker, esquire, witnesseth that J. H. for 50*l.* 13*s.* 4*d.* hath sold to J. P. the parcels of land hereafter expressed : one messuage with all lands belonging in Hardington *alias* Hardington Maundfeilde called Howtchings farm, now in the tenure of Edith Marshe *alias* Howtchings, widow ; one messuage with all lands belonging, now in the tenure of John Leaves ; one messuage with all lands belonging, now in the tenure of Tristram Miller ; one messuage with all lands belonging in the tenure of Richard Napper ; one messuage with all lands belonging, late the tenement of William Leaves, and now in the several tenures of Peter Exold, Thomas Napper, John Marshe, Gilles Hitchcocke and Tristram Miller ; two closes of meadow called Haremeade and Swines Meade containing 14*a.*, now in the tenure of Henry Keymer, esquire ; one yearly rent of 16*s.* with other rights belonging to certain lands of James Parkinston, esquire, called Kingeswoods ; with all lands and rights belonging to the premises in Hardington and Marsh in Hardington, and all deeds concerning the premises. And J. H. doth covenant that he is true owner of the premises ; and that he will acquit the premises of all encumbrances, except the estate of term of the widow's estate of Edith Marshe whereupon the annual rent of 29*s.* shall be payable to J. P., that of John Leaves at the yearly rent of 13*s.* 4*d.*, that of Tristram Miller, by lease from J. H. dated March 1, 1599, for ninety-nine years determinable upon the death of T. M., Tristram his son or Awdrie his daughter, at the annual rent of 6*s.* 3*d.* ; that of the tenement of Richard Napper, by lease

of J. H. dated July 7, 1601, to George Orchard, Richard Napper and Stephen Napper in remainder for ninety-nine years at the annual rent of 5s. ; that of Leaves tenement late the tenement of William Leaves, whereupon the several yearly rents amount to 21s. 6d. ; an estate granted by deed indented June 20, 1556, unto John Slade and Henry Slade his brother of the two closes at the yearly rent of 14s. ; and the rents due to the chief lord of the fee ; and that for the better assurance of the premises to J. P. he will do all such things as shall be devised by J. P. by deed enrolled or otherwise. And J. H. hath ordained John Slade of West Coker and John Shervard his attornies to deliver the premises to J. P.

250. *At Chard, March 24, in the 45th year of Elizabeth, before Edward Gorges and Nicholas Halswell, J.P.s, John James desires :—*

This indenture made January 18, in the 45th year of Elizabeth, 1603, between John James of Mountague, gentleman, and James Sparke of Marston Bigott, gentleman, witnesseth that J. J. for 160l. hath sold to J. S. that messuage wherein John Buyshoppe now dwelleth with the garden and orchard adjoining, containing  $\frac{1}{2}a.$ , and those closes of land, arable and pasture hereafter expressed : one close of arable ground or pasture called Seaven Acres containing 8a. (except  $\frac{1}{2}a.$  of the close conveyed by Henry Middleton to John Slade) ; the moiety of one close of arable land called Hingels Dytych containing 16a., three closes of pasture and land arable called East Close, the Gurte and Armeley containing 17a. ; 1a. of pasture adjoining to the head of Armeley called the Heade acre ; one close of pasture called Cookes Barrowe containing 2a. ; one piece of hempland called Cheston *alias* Cheshill containing 2a. 1yd. ; with all rights belonging and all deeds concerning the premises, which are in West Coker, and in the tenure of John Buyshoppe and John Portman, esquire. And J. J. doth covenant that he is lawfully seised of the premises and that ' ymmedeatlie ' after the decease of Alice Gye of West Coker, wife of John Gye, the premises shall remain to J. S., discharged of all encumbrances ; and that he will do all such things as shall be devised by J. S. by fine or otherwise for the further assurance of the premises to J. S.

## Roll XVII.

251. *At Bruton, January 13, in the 1st year of James I., before Edward Hext and John Pyne, J.P.s, Thomas Horner desires ; and at Hill Bishops, January 17, in the same year, before George Farwell, J.P., John Horner desires :—*

This indenture made October 15, in the 1st year of James I., 1603, between Thomas Horner of Cloford, esquire, and John Horner, his son and heir apparent ; and Jane Still, wife to John Still, Bishoppe of Bath and Welles and sister of Thomas Horner, witnesseth that whereas Sir Thomas Harris, sergeant-at-law, and Edward Harris, his son and heir apparent, by their indentures, one bearing date June 25, 1603, and the other June 30, in the same year, did at the appointment of J. S. upon trust by her reposed in Thomas and John Horner sell unto them the manor of Mourton Wroughton in Compton Martin, the capital messuage called Mourton farm, the water grist-mill in Compton Martin, with all messuages, lands, rights and deeds belonging, and did pay the 1050*l.* mentioned in the indenture ; the meaning of the parties to this present indenture was that the manor should continue to the uses meant between the parties : therefore T. and J. Horner declare that all indentures and fines were to the only use of J. S., and covenant that they will be seised of the premises to her use ; and that she may occupy the premises discharged of all encumbrances made by them, and take the benefit of one bond of 2000*l.* made by T. and E. Harris to T. and J. H., for the quiet enjoying of the premises, dated June 25, 1603.

252. *At Ilchester, April 18, in the 2nd year of James I., before Sir Thomas Philippes and Alexander Ewens, J.P.s, John King desires :—*

This indenture made March 20, in the 1st year of James I., 1604, between John King the younger of Felton in Wynford *alias* Wynfrithe, yeoman, son of John King the elder, and John Wallis of Butcombe, gentleman, witnesseth that J. K. for 69*l.* hath sold to J. W. that messuage in Felton now in the tenure of Agnes Batten, widow, 7*a.* of arable land divided into three closes, adjoining the messuage, called Salisburyyes, two parcels of ground



containing 4a. called Kitehaies, 1a. called Sowstreete; two parcels of land containing 1a. in Felton's Meade; one parcel of ground called Bagwelles lying together with a watering-place lying on the east side thereof, containing 6a.; one parcel of arable land called Morly containing 4a.; 1a. of arable land called Hinckston;  $\frac{1}{2}$ a. of arable land in Burlandes in the east side; which three parcels of ground are now in the occupation of Thomas Haynes; also one 'roveles' tenement called Hurne Hayes;  $\frac{1}{2}$ a. of meadow lying in the west part of a meadow called Hilmans Crofte and one piece of arable land containing one yard, in Burlandes between the two church-paths there in the occupation of William Griffiths; with all rights belonging to the premises in Wynford *alias* Wynfrithe, now or late in the tenure of Agnes Batten, William Wallis and Isabell his wife, the yearly rent of 14s. 8d. and all deeds concerning the premises: to hold of the chief lord of the fee by suit of court and the rent of 2d. yearly.

And J. K. doth covenant that he hath full power to sell the premises to J. W. discharged of all encumbrances, except one lease made of the premises by John Griffiths the elder of Felton unto Agnes Batten, and William and Isabell Wallis for their lives, whereon the yearly rent of 20s. 11d. is received and 14s. 8d. thereof shall be payable after the death of John Griffith unto J. W., and the right of J. Griffiths to the reversion of the premises; and that during the space of five years next ensuing he will do all such things for the further assurance of the premises to J. W. by fine or otherwise as J. W. shall devise. And J. K. hath appointed Edward Warne *alias* Warren and William Phippen, yeomen, his attorneys to give possession of the premises to J. W.

253. *At Ilchester, April 18, in the 2nd year of James I., before Sir Thomas Philippes and Alexander Ewens, J.P.s, Richard Griffith desires:—*

This indenture made March 15, in the 1st year of James I., 1604, between Richard Griffith of Felton in Wynford *alias* Wynfrith, yeoman, son of John Griffith the elder, gentleman, and John King the younger of Felton, yeoman, son of John King the elder, witnesseth that R. G. for 83l. hath sold to J. K. that messuage in Felton, in the occupation of Agnes Batten, three

closes called Salisburies, the lands called Kitehaies, Sow-street, Morley and Hinckston (*as in No. 252*), two parcels of ground called Bagwells containing 7*a.*; 1*a.* in Felton's Meade; two  $\frac{1}{2}$ *a.s* of arable ground in Burlands; one close of pasture containing 1 $\frac{1}{2}$ *a.* called Ould hill; one  $\frac{1}{2}$ *a.* of meadow in the east part of a meadow called Hillmans croft, now in the occupation of John Allen; 1*a.* of arable ground in the field called Chestes; two parcels of arable land containing  $\frac{1}{2}$ *a.* lying under Morley Wall; two parcels of arable ground lying in Longlands, containing 3*a.*; 1*a.* of arable ground called the Ridge; 2*a.* of arable ground lying in two several pieces above the church-path leading from Felton to Wynfords Church;  $\frac{1}{2}$ *a.* of ground lying at Newmeade stile;  $\frac{1}{2}$ *a.* of arable ground lying upon Foxborough; 2*a.* of ground lying at Foxhill in Winford; one close of meadow lying at Wellenscrosse containing 1 rood; one 'roveles' tenement called Hurne Haies;  $\frac{1}{2}$ *a.* of meadow in the west part of a meadow called Hillmanscroft, in the occupation of William Griffith; with all rights belonging to the premises, in Wynford *alias* Wynfrith now or late in the tenure of Agnes Batten and William and Isabell Wallis, and all deeds concerning the premises: to hold of the chief lord of the fee by suit of court and the rent of 5*d.* yearly.

And R. G. doth covenant that he hath full power to sell the premises to J. K., discharged of all encumbrances, except one lease of the premises made by John Griffiths the elder to Agnes Batten and William and Isabell Wallis during their lives, whereupon the yearly rent of 20*s.* 11*d.* shall be payable after the death of John Griffith to J. K., and the right of J. Griffith to the reversion of the premises; and that during the space of five years next ensuing he will do all such things for the further assurance of the premises to J. K. by fine or otherwise as shall be devised by J. K. And R. G. doth appoint John Wallys and Richard King, yeomen, his attornies to give possession of the premises to J. K.

254. *At Ilchester, April 18, in the 2nd year of James I., before Sir George Speake and Sir Thomas Philippes, J.P.s, John King desires:—*

This indenture made April 2, in the 2nd year of James I., 1604,

between John King (*as in No. 252*) and John Hunt of Felton, joiner, witnesseth that J. K. for 10*l.* hath sold to J. H. one close of pasture containing 1½*a.* called Owldhill; ½*a.* of meadow in the east part of a meadow called Hilmans Croft in the occupation of John Allen; 1*a.* of arable ground in the field called Chestles; two parcels of arable land containing ½*a.* under Morley Wall; ½*a.* of arable land lying upon Foxborowe; all which premises are in Felton in Wynford *alias* Winfrith, and are or late were in the tenure of Agnes Batten, widow, and William and Isabel Wallis; with all rights belonging to the premises and all deeds concerning them: to hold of the chief lord of the fee by suit of court and the rent of 1*d.* yearly.

And J. K. doth covenant that he hath full power to sell the premises, discharged of all encumbrances, except one lease granted by John Griffith to Agnes Batten and William and Isabel Wallis for their lives, and his right to the reversion of the premises; and that during the space of five years next ensuing he will do all such things for the further assurance of the premises to J. H. by fine or otherwise as shall be devised by J. H. And J. K. hath appointed John Horte and William Horte, yeomen, his attornies to give possession of the premises to J. H.

255. *At Ilchester, April 18, in the 2nd year of James I., before Sir George Speake and Sir Thomas Philippes, J.P.s, John King desires:—*

This indenture made April 2, in the 2nd year of James I., 1604, between John King (*as in No. 252*) and John Horte of Winford *alias* Winfrith, yeoman, witnesseth that J. K. for 5*l.* hath sold to J. H. 2*a.* of ground at Foxhill in the tithing of Felton and parish of Winford *alias* Winfrith, in the tenure of Agnes Batten and William and Isabell Wallis, with all rights belonging to, and all deeds concerning the premises: to hold of the chief lord of the fee by suit of court and the rent of 1*d.* yearly.

And J. K. doth covenant that he hath full power to sell the premises, discharged of all encumbrances, except one lease granted by John Griffiths the elder of Felton to Agnes, William and Isabell during their lives, and his right to the reversion of the premises; and that during the space of five years next ensuing he will do all

such things for the further assurance of the premises by fine or otherwise as shall be devised by J. H. ; and J. K. hath appointed John Hunt and William Horte, yeomen, his attornies to give possession of the premises to J. H.

256. *At Shoreditch, in the parish of St. Magdalen, Taunton, June 12, in the 2nd year of James I., before John Portman, J.P., John Wood desires :—*

This indenture made March 16, in the 1st year of James I., 1604, between John Wood of North Petherton, yeoman, and John Wroth of the same, esquire, witnesseth that J. Wood for 20l. hath sold to J. Wroth that close of meadow called Milshute containing 3a. in North Petherton, now in the tenure of Richard Mockeridge, with all rights belonging to, and all deeds concerning, the premises. And J. Wood covenanteth that he hath full power to sell the premises, discharged of all encumbrances, except the rents to the chief lord of the fee, and one lease made to Richard Mockeridge for his life ; and that he will do all such things for the further assurance of the premises to J. Wroth by fine or otherwise as shall be devised by J. Wroth.

257. *At Orchard, December 18, in the 2nd year of James I., before Sir Nicholas Halswell, J.P., William Vinicombe desires :—*

This indenture made September 10, in the 2nd year of James I., 1604, between William Vinicombe of Pitminster, yeoman, and John Portman of Orchard, esquire, witnesseth that W. V. for 160l. paid to him by Sir Hugh Portman, knight, deceased, brother of J. P., hath sold to J. P. the moiety of two messuages called Wythie in Orchard late in the tenure of W. V. or of Elizabeth Kewer, widow, deceased, with all buildings, lands and rights belonging ; to hold of the chief lord of the fee by the rents accustomed.

And W. V. doth covenant to warrant the premises to J. P. and to discharge them of all writs of errors.

258. *At Somerton, Tuesday, April 9, in the 3rd year of James I., before John Pyne, J.P., William Raymond desires :—*

This indenture made April 7, in the 3rd year of James I.,

1605, between William Raymond of Ilchester, gentleman, and John Sawter of Ilchester, husbandman : whereas Queen Elizabeth by her letters patent of June 27, 1600, did grant to Michael Stanhope, esquire 'one of the groomes of the privie Chamber' and Edward Stanhope, Doctor of the law and master of the 'High Courte of Chancerie' her free 'chaple' called Whithall *alias* the free chapel of the Holie Trynitie of Whithall with its appurtenances in Ilchester, Northover, Tawnton and Lymington or elsewhere in Somerset, to hold of the manor of East Greenwich in free socage ; and where M. and E. Stanhope by their indenture of February 1, 1603, did confirm unto William Raymond that messuage and garden then or late in the tenure of Thomas Sawter, in Ilchester, and one close of pasture late in the tenure of Gawyn Philippes and Jane Philippes, which late were part of the said free 'chaple,' with all rights belonging, to hold of the Queen as they did : witnesseth now these presents that W. R. for 23*l.* hath sold to J. S. the said messuage to hold of the Queen as fully as he did. And W. R. doth covenant that the premises shall be discharged of all encumbrances made by him ; and that during the space of four years next ensuing he will do all such things for the assurance of the premises to J. S. by fine or otherwise as shall be devised by J. S. ; and that the indenture of M. and E. Stanhope to W. R. shall be in safe keeping, and that he will show forth the same in any court of law for the approving of the title of J. S. And W. R. hath appointed Thomas Napper of Tintinhull, yeoman, and Edward Fathers of Ilchester, yeoman, his attornies to give possession of the premises to J. S.

259. *At Somerton, Tuesday, April 9, in the 3rd year of James I., before John Adams and Francis Baber, J.P.s, Edward Grymsteed desires :—*

This indenture made December 15, in the 2nd year of James I., 1604, between Edward Grymsteed of Baltonsborough, yeoman, and William Bartlet of Baltonsborough, yeoman, witnesseth that E. G. for 387*l.* hath sold to W. B. that messuage wherein E. G. now dwelleth with a garden, orchard and dove-house belonging, in Tillam Streate in Baltonsborough, four closes of meadow in Tillam Streate, that is to say, one close called Culver close

containing  $2\frac{1}{2}a.$ , one called Middleclose containing  $2\frac{1}{2}a.$ , one called Vaggess close containing  $3a.$  and one called Little close containing  $1\frac{1}{2}a.$ , and common of pasture for five rother beasts in the Churchmore of Baltonsborough, with all other common of pasture in Southwood, Northwood, Lottshams Greene and Kynard moore or elsewhere, and underwood in Southwood and Northwood, and  $5a.$  of wood between the wood ground of Agnes Coward on the east and west, adjoining on the north with Bradlie grounds and on the south unto the lands of Thomas Smithe and Richard Grymsted, which were sometimes in the possession of Walter Gane, deceased ; all which premises were late in the occupation of William Grymsted, brother of E. G. and are now in the occupation of E. G. ; that close of arable land called Broade Warmeshill containing  $12a.$  between the Northwood on the west, a lane called Palbrooke lane on the east, and a lane going from Northwood unto Lottsham Greene on the south, now in the occupation of E. G. ; three closes of ground whereof the first close is called Maple close containing  $5a.$  of arable land, the second close thereunto adjoining, of meadow and pasture containing  $2a.$  ; and the third close of meadow adjoining containing  $3a.$ , between Northwood on the west and Palbrook Lane on the east, in the tenure of John Callow ; two closes of meadow adjoining containing  $7a.$ , one called Little Meade, both in Warmeshill, in the tenure of John Callow with free egress over the  $10a.$  of arable land or pasture lying above the same as the way leadeth ; his reversion of one cottage in Baltonsborough now in the tenure of John Brooke, and pasture for 5 beasts in Churchmore ; two closes of meadow whereof one is called Caple close containing  $4a.$  and the other is called Howseclose containing  $3a.$  ;  $3a.$  of meadow in a common meadow called Broad Cumleaze *alias* Cowleaze ;  $2a.$   $3 yds.$  of meadow in one other common meadow called Honnymede, all in Baltonsborough and in the occupation of Katherine Grymsted, sister of E. G., and his forty-eighth part of the manor of Baltonsborough, with all rights belonging to, and all deeds concerning, the premises : to hold to W. B., paying yearly to the king as chief lord of the fee  $7s. 11d.$

And E. G. doth covenant that he is seised of the premises, which shall continue to W. B. discharged of all encumbrances

made by E. G., William his brother or John his father, except the rents to the King, one lease of the three closes containing 10a. made to John Callow for his life ; of the estate of inheritance of John Brooke in his cottage, and of Katherine Grymsteed in the common of pasture in Churchmoore, and the pasture in Cumleaze and Honnymede by the will of John Grymsteed ; and a lease of two houses called Axe Howses to Thomas Gibbins for five years ; and that he and Jane his wife within the space of three years next ensuing for the further assurance of the premises to W. B. will do all such things by fine or otherwise as shall be devised by W. B., and E. G. doth appoint John Grimsteed and Edward Gane his attornies to give possession of the premises to W. B.

260. *At Chard, March 31, in the 4th year of James I., before Sir John Carew, J.P., John Webber desires ;—and at Taunton, April 12, in the 4th year of James I., before George Farwell, J.P., Thomas Webber desires :—*

This indenture made November 18, in the 3rd year of James I., 1605, between Thomas Webber of Luxborowe, gentleman, and John Webber, his son and heir apparent : and Andrew Henley of Taunton, gentleman, witnesseth that T. and J. W. for 1000*l.* paid to them by Robert Henley, and a lease made to the said Robert, have sold to A. H. the manor of Almondesworthie *alias* Almesworthie, with all messuages, lands and rights belonging in Exford or elsewhere in Somerset, and all their other lands in Exford, and all deeds concerning the premises ; to hold of the chief lord of the fee by the rents accustomed.

And T. and J. W. covenant that they have full power to sell the premises to A. H., and that A. H. may peaceably occupy the premises discharged of all encumbrances made by them or Nicholas Bluet of Cotehay, gentleman, deceased, or John Bluet his son and heir, or by John Sydenham, late of Leigh, esquire, deceased or by Henry and John Henleigh, gentleman, except the yearly rent of 56*s.* 4*d.* payable to Ursula, widow of John Sydenham, in respect of her dower, and all grants of the premises and recognizances made by T. W. to Robert Henley, grants by copy or leases of the premises, and the rents due to the chief

lord of the fee ; and A. H. covenants to pay Ursula Sydenham the annuity of 56s. 4d. at her house at Leigh ; And T. W. and Johane his wife and J. W. and Johane his wife covenant for the further assurance of the premises to A. H. to do all such things within the space of three years next ensuing by fine or otherwise, as shall be devised by A. H. And T. and J. W. have appointed James Reynolds and John Onynlyn, gentlemen, their attornies to give possession of the premises to A. H.

261. *At Chard, March 30, in the 4th year of James I., before Edward Rogers, J.P., Robert Blake desires :—*

This indenture made March 6, in the 3rd year of James I, 1606, between Robert Blake of Cutcombe, yeoman, and John Blake of Cutcombe, yeoman, witnesseth that R. B. for 5*l.* hath sold to J. B. his messuages, lands and rights called Newham in Cutcombe ; Le Hearne *alias* Stutfold and Heathfield *alias* Over Stutfold in Timberscombe *alias* Imbercombe ; common of pasture upon a place called Langdon in Timberscombe ; and all his other lands and rights in Cutcombe and Tymberscombe ; with all deeds concerning the premises : to hold of the chief lord of the fee by the rents accustomed. And R. B. doth covenant that all fines of the premises shall be to the use of J. B., and warrants the premises to J. B. And R. B. hath appointed William Goare and Gregorie Bryant his attornies to give possession of the premises to J. B.

#### Roll XVIII.

262. *At Taunton, July 23, in the 4th year of James I., before Humphrey Windham and John Frauncis, J.P.s, Samuel Davye desires :—*

This indenture made February 16, in the 3rd year of James I., 1606, between George Dodington of Dodington, esquire, and Samuell Davye of Holford, tucker, witnesseth that S. D. for 26*l.* 13s. 4d. hath sold to G. D. his messuage in Curryll in Holford, one void place of ground adjoining, all orchards and gardens belonging to the messuage, a little meadow containing 2*a.* ; a close of land called Westfield with the Pitgrove adjoining,



containing 3*a.* ; two closes of land above the 'waie' in the south part of the tenement containing 3*a.* ; a close of land called the Crofte, containing 2*a.* ; one close of land called the Parrocke with the little hamlets there containing 1*a.* ; with all his other messuages, lands and rights in Holford, Stogursey and Curryll' belonging to the premises, and in the tenure of S. D. and Bridget Davye, his mother, with all deeds concerning the premises.

And S. D. doth covenant that he hath full power to sell the premises ; and that he will discharge the premises of all encumbrances, except the rents due to the chief lord of the fee, and that he will make such further assurance of the premises to G. D. as G. D. shall devise, by fine or otherwise. And S. D. hath appointed Robert Dabbe and Hugh Hadderidge his attornies to give possession of the premises to G. D.

263. *At Taunton, July 23, in the 4th year of James I., before Sir John Portman and John Pyne, J.P.s, James Burland desires :—*

This indenture made June 22, in the 4th year of James I., 1606, between James Burland of Bridgwater, gentleman, and John Colforde of Broomfeild, yeoman, witnesseth that J. B. for 766*l.* 13*s.* 4*d.* hath sold to J. C. 10*a.* of meadow called Meadelandes, 10*a.* of pasture called Westward, 4*a.* of meadow called Westwarde Criste, 2*a.* of land called the Eastward Criste, one house called the Heigher Howse, 4*a.* of land called the South Criste ; 9 oxen shute in the 'warth' and inland, one piece of ground or 'iland' containing 100*a.* called Dunball now or late in the tenure of J. B., 16*a.* of pasture and forty sheepen leaze in Petherhams Marshe in Stockland Gaunt, now or late in the tenure of George Dodington ; two closes of land or pasture containing 9*a.* whereof one called Burlandes Eastfeildes containing 7*a.* is in Huntspill, and the other containing 2*a.* called Rushey is in Canyngton, now or late in the tenure of Thomas Shurte ; 4*a.* of pasture grounds now or late in the tenure of John Hodges, one house and a rodd of ground called the Plott now in the tenure of John Ball ; one dwelling-house called Southditch and a garden adjoining containing half a burgage, and one barton containing half a burgage in the south-side of the house, adjoining to the 'Kings heighwaye' with common of pasture for '20 sheep

and one mare and her fole ' upon the common of Salthaie now or late in the tenure of Robert Everett ; 14*a.* of land and pasture and the feeding of four oxen called ' fower oxen shute ' in the warth and inland aforesaid and 20 sheepen lease in Salthaie now or late in the tenure of Richard Stradlinge and Mary his wife ; 12*a.* of land and pasture, two oxen shute and 20 sheepen lease in Dunball, now or late in the tenure of George Bowyer in the right of Agnes his wife ; 40 sheepen lease in the ' warth ' now or late in the tenure of David Galhampton, gentleman ; which premises are in Stockland Gaunt *alias* Bristoll, Canyngton, Stogursey, Oterhampton and Huntspill ; with all his other messuages, lands and rights (including ' wrack of sea ' ) belonging to the premises in the same parishes, except reserved to J. B. those 40*a.* of pasture and 12 oxen ' shute ' in Huntspill now or late in the possession of Elizabeth and Agnes Lawrence and 15*a.* of pasture in Stockland Gaunte now or late in the tenure of Simon Venn ; with all deeds concerning the premises ; to hold of the chief lord of the fee by the rents accustomed.

And J. B. doth covenant that he hath full power to sell the premises to J. C. ; and that the premises shall continue to J. C. discharged of all encumbrances, except a grant of 14*a.* of pasture in Dunball to Thomas Dodington and George and John his sons for ninety-nine years at the rent of 9*s.* ; a grant made by Mary Burland, late the wife of William Burland, gentleman, deceased, and Antonie Burland, their son and heir, to Thomas Shurte of Holford, ' butcher,' Anne his wife and William his son, of Burlandes Eastfeelds and Rushey (*as above*) for their lives for the yearly rent of 6*s.* 8*d.* ; a grant of Southditch (*as above*) made by J. B. to Robert Everet the younger, Katherine his wife and Robert their son, for their lives for the yearly rent of 12*d.* ; a grant by Anthony Burland to John Ball of the Plott (*as above*) for ninety-nine years or for the lives of John Ball, Christian his wife, and Thomas Popham, son of John Popham, deceased, for the yearly rent of 4*s.* ; a grant by William Burland to John Hurte and Thomas his son of the common of Dunball and Petherhams Marshe for ninety-nine years at the yearly rent of 3*s.* 4*d.* ; such interest as Mary, wife of Richard Stradlinge of Bridgwater, ' marchaunte,' hath as her jointure in the 14*a.* of land (*etc., as*

above) ; the interest that Agnes, wife of George Bowyer, hath as her jointure in 12a. of land (*etc., as above*) ; and the rents to the chief lord of the fee ; and that he will do all such things for the better assuring of the premises to J. C. as shall be devised by J. C. by deed inrolled or otherwise ; and J. C. doth covenant to confirm the grants excepted out of these presents.

264. *At Chard, August 1, in the 4th year of James I., before Sir Maurice Berkeley and Maurice Gilbert, J.P.s, John Rodney desires :—*

This indenture made May 3, in the 4th year of James I., 1606, between Sir John Rodney of Stocke Rodney, knight ; and Richard Maye of Lamyat, yeoman, and Edward Davis of Castlecary, yeoman, witnesseth that J. R. for 920*l.* hath sold to R. M. and E. D. that full third part of the 'manner' of Lamyat and all messuages, lands and rights belonging, in Lamyat, Evercreech, Melton *alias* Milton Clevedon, Ditchet *alias* Dychesyet, Stone, Horneblowton *alias* Horneblowdon and East Pennard, late the lands of Sir George Rodney, knight, deceased, and all his other lands in the same parishes ; except the manor of Lovington and all such lands as J. R. purchased from Robert Webbe ; with all deeds concerning the premises ; R. M. to hold one 'moytie' of the said third part and E. D. the other, of the chief lord of the fee by the rents accustomed.

And J. R. doth covenant that he hath full power to sell the premises ; and that the premises shall continue to R. M. and E. D. discharged of all encumbrances, except two grants of the premises ; and that he and Jane his wife will do all such things for the better assuring of the premises to R. M. and E. D. by deed enrolled or otherwise as shall be devised by R. M. and E. D.

265. *At Chard, August 2, in the 4th year of James I., before John Pyne, J.P., John Stephens desires :—*

This indenture made August 2, in the 4th year of James I., 1606, between John Stephens of Thorne Fawcon, yeoman, and Henry Stephens of Northcorry, yeoman, his brother, witnesseth that J. S. for 44*l.* hath sold to H. S. that messuage with a garden and orchard adjoining in Newport in Northcorry, sometime in the

tenure of John Stephens, deceased, his father, and now in that of H. S. and Peter his brother ; 2a. of arable land in the west part of the messuage ; 2a. of meadow in a meadow called Northmeade, and 1a. of wood in Lustocke wood ; with all lands belonging to, and all deeds concerning, the premises. And J. S. doth covenant that he hath full power to sell the premises to H. S., and that the premises shall remain to H. S. discharged of all encumbrances, except the rents to the chief lord of the fee and a lease made to John Stephens and Peter and Henry his sons, on March 26, 1573 ; and that during the space of five years next ensuing he will do all such things for the better assurance of the premises to H. S. by fine or otherwise, as shall be devised by H. S.

266. *At Bridgwater, April 22, in the 5th year of James I., before Sir Nicholas Halswell and Robert Cuffe, J.P.s, John Stocker desires :—*

This indenture made April 22, in the 5th year of James I., 1607, between John Stocker of Chilcompton, esquire, and John Luttrell of Maperton, esquire, witnesseth that J. S. for 10l. hath sold to J. L. the manor of Avell in the parish of Dunster, with all messuages, lands and rights in Dunster belonging to the manor, and all deeds concerning the premises ; to hold of the chief lord of the fee by the rents accustomed. And J. S. doth covenant that he hath full power to sell the premises to J. L. ; and that J. L. may hold the premises discharged of all encumbrances, except leases, and the rents to the chief lord of the fee.

267. *At Taunton, April 25, in the 5th year of James I., before Robert Cuffe, J.P., John Luttrell desires :—*

This indenture made April 22, in the 5th year of James I., 1607, between John Luttrell and John Stocker (*as in No. 266*), witnesseth that J. L. for 10l. hath sold to J. S. the manor of Avell in Dunster, with all messuages, lands and rights belonging to, and all deeds concerning the premises ; provided that if J. S. do not pay J. L. 800l. in his dwelling house at Maperton—300l. on November 9, 1608, 300l. on November 9, 1609, and 200l. on November 9, 1610, and if Christopher Morgan, esquire, son-in-law of J. S., shall live to the age of twenty-one years or, on November

9, 1611, have issue living by Gertrude, daughter of John Stocker, and if J. S. do not pay J. L. 400*l.* more on November 9, 1611, then this sale shall be void ; and J. L. doth covenant that J. S. may occupy the premises and if the said sum of money be paid by J. S. to J. L., then J. L. will deliver this deed to J. S. and make any release of the premises to J. S. which J. S. shall devise. And J. S. doth covenant that if he make default in payment, within the space of five years next ensuing he will make such further assurance of the premises to J. L. as J. L. shall devise, and deliver the premises to J. L.

268. *At Ilchester, May 5, in the 5th year of James I., before Sir Thomas Phillippes, J.P., Richard Bonvyle and John his son desire :—*

This indenture made April 16, in the 5th year of James I., 1607, between Richard Bonvyle late of Dillington, esquire, and John, his son and heir apparent : and Troylus Turbervyle of Shapwick in Dorset, esquire, witnesseth that R. and J. B. for 100*l.* and because T. T. hath released J. B. from a bond of 2000*l.* have sold to T. T. the mansion-houses and demeane lands of Clapton, and all houses, lands and rights belonging, with a water grist mill in Clapton, and all their messuages and lands in Crewkerne and in Brodwinzor in Dorset.

269. *At Montague, October 2, in the 5th year of James I., before Sir Edward Phelipps, J.P., and Edward White, clerk of the peace, John Androwse desires :—*

This indenture made October 2, in the 5th year of James I., 1607, between John Androwse of Bristol, gentleman : and Henry Lokyer of Rympton, yeoman, and Giles Lokyer of Merston, yeoman, his brother, witnesseth that J. A. for 1050*l.* hath sold to H. and G. L. the manor of Woodcourte in Mudforde Streete and Mudford Terrye *alias* West Mudford in Mudford and Chilthorne, with all messuages, lands and rights belonging, sometimes the inheritance of John Lyte *alias* Lighte, gentleman, with all deeds concerning the premises, and one statute of 800*l.* acknowledged by John Lyte to J. A. with the defeasance for securing the premises to J. A., to hold of the chief lord of the fee by the rents.

accustomed. And J. A. doth covenant that he hath full power to sell the premises, which shall continue to H. and G. L. discharged of all encumbrances, except leases of the premises to H. L., G. L., George Stone, Gyles Capull, William Barnard, Robert Nobbes, William Hardinge, Agnes Lokyer, Johan Evans, Mary Beaton, Frauncys Bartlett, James Whithorne, and Rogers Fathers, and the rents to the chief lord of the fee; and that he and Susan his wife for the further assuring of the premises to H. and G. L. will do all such things by fine or otherwise as shall be devised by H. and G. L.; and H. and G. L. may extend or dispose of the statute made by John Lyte to J. A.

270. *At Ilchester, April 6, in the 6th year of James I., before Henry Wallrond, J.P., Thomas Loveringe desires:—*

This indenture made October 21, in the 5th year of James I., 1607, between Thomas Loveringe of Northover, clerk, and Edward Russell of Northover, clothier, his son-in-law, witnesseth that T. L. for 20*l.* hath demised to E. R. that dwelling-house containing the rooms hereafter mentioned: "the entrye or twyne doores, the haull adjoining with a chymney thereon to make fyre, the shoopp, and a roome lately builded adjoining the haull, called the Buttery, the chamber over the entrye hall and shoppe" and the garden adjoining containing  $\frac{1}{2}$ *a.*, in Ilchester, between a burgage late in the tenure of Stephen Bartlet on the north side and a messuage, now or late in the tenure of Humfry Bryne on the south side, and the garden abutteth on Yard Lane on the west; which premises are now in the tenure of William Jones of Ilchester, sadler, in the right of Allice his wife, and were late in that of Anthony Aishwood, deceased; to hold to E. R. after the determination of the estate of Alice Jones for ninety-nine years paying yearly to T. L. 10*s.*; and if the rent be unpaid T. L. may distrain on the premises; also 5*yds.* of meadow called a sesterne of meadow in Ilchester mead, between a sesterne of meadow belonging to William Forde on the west and two sesternes of meadow belonging to the hospital of Bath on the east, now in the tenure of Daniell Templeman in the right of Elizabeth his wife, daughter of Richard Fyshe, deceased: to hold to E. R. after the determination of the estate of Elizabeth Templeman for ninety-nine

years paying yearly to T. L. 3s. 4d. ; and if the rent be unpaid T. L. may distrain on the premises. And E. R. doth covenant to repair the premises in ' howsinge, wallinge, tyllinge, timbering and hedginge ' ; and T. L. doth covenant that he hath full power to demise the premises to E. R. ; and that the premises shall remain to E. R. discharged of all encumbrances.

271. *At Taunton, June 28, in the 6th year of James I., before Sir John Portman and John Pyne, J.P.s, Nicholas Frye desires :—*

This indenture made June 14, in the 6th year of James I., 1608, between Nicholas Frye of Membury in Devon, esquire, and Humfrey Trobridge of Brushford, gentleman, witnesseth that N. F. for 20*l.* hath sold to H. T. his yearly rent of 23*s.* issuing out of certain lands in Langridge and Brushford, and warrants the rents to H. T.

272. *At Bridgwater, September 20, in the 6th year of James I., before Sir Edward Phelipps and John Pyne, J.P.s, Marmaduke Combstock desires :—*

This indenture made August 30, in the 6th year of James I., 1608, between Marmaduke Combstocke of Curry Revell, husbandman, and Danyell Welshe of Curry Revell, husbandman, witnesseth that M. C. for 42*l.* hath sold to D. W. that tenement in Curry Revell, now in the tenure of M. C. containing 16*a.* of land, meadow and pasture ; a cottage and 2*a.* of land in Wilton in Curry Revell late in the tenure of Hugh Darche and now in that of Aristotle Bave, and common of pasture for four oxen in a common in or near Curry Revell called Bendiche, and for four oxen in a meadow called Twynbares ; with all houses, lands and rights belonging to the premises, and all deeds concerning them ; to hold of the chief lord of the fee by the rents accustomed. And M. C. doth covenant that he hath full power to sell the premises, which shall remain to D. W. discharged of all encumbrances ; and that during the space of seven years next coming, for the further assurance of the premises to D. W. he will do all such things by fine or otherwise as shall be devised by D. W. And M. C. hath appointed William Howse and Roger Coxo his attornies to give possession of the premises to D. W.

273. *At Taunton, October 25, in the 7th year of James I., before John Pyne, J.P., Thomas and Barbara Parsons desire :—*

This indenture made August 17, in the 7th year of James I., 1609, between Thomas Parsons of Otherie, yeoman, and Barbara his wife, and Robert Somer of Otherie, yeoman, witnesseth that T. and B. P. for 60*l.* have sold to R. S. their cottage and garden containing 1*a.* and  $\frac{1}{2}$ *a.* of arable land at Halsham in Midlezoze, now in the tenure of Thomas Hobbes ; a cottage and garden containing 1*a.* and  $\frac{1}{2}$ *a.* of arable land at the end of the Townes End of Middlezoze called Cresse, now or late in the tenure of William Blunt ; a cottage and garden containing 1*a.* and  $\frac{1}{2}$ *a.* of arable land at Long Acre, now or late in the tenure of Richard Sheppard ;  $\frac{1}{2}$ *a.* of arable land and  $\frac{1}{2}$ *a.* of meadow, now or late in the tenure of Thomas and Joseph Parsons ;  $\frac{1}{2}$ *a.* of arable land and  $\frac{1}{2}$ *a.* of meadow at Shorne Acre, now or late in the tenure of Mathias Parsons, widow ; all in Middlezoze ; with all messuages, lands and rights belonging to, and all deeds concerning the premises. And T. P. doth covenant that he hath full power to sell the premises, and that he will discharge the premises of all encumbrances, except the rents to the chief lord of the fee ; and that T. and B. P. will do all such things by fine or otherwise as shall be devised by R. S. for the further assurance of the premises to R. S.

274. *At Norton, March 23, in the 7th year of James I., before James Clarke, J.P., and John Gibbons, clerk of the peace, George Powlett desires :—*

This indenture made September 20, in the 7th year of James I., 1609, between George Powlett of Middleton in the parish of Cleyhidon in Devon, esquire, and Thomas Bond of London, esquire ; whereas Henry Beecher of Fodringhaie in Northamptonshire, esquire, and William Beecher his son and heir apparent by deed indented of November 16, 1604, between H. and W. B. of the first, Thomas Bond of the second, and John Good of Breane, yeoman, of the third part, H. and W. B. did sell to T. B. two-thirds of the manor of Breane with all lands and rights belonging, and the other third to J. G. ; and whereas by deed of January 8, 1606, J. G. did sell to G. Powlett his third part of the said manor : witnesseth this present indenture that G. P. for 1000*l.* doth sell



to T. B. his said third part, with all lands and rights belonging to, and all deeds concerning the premises ; and G. B. doth covenant that he hath full power to sell the premises to T. B. and that the premises shall remain to T. B. discharged of all encumbrances, except leases ; and that G. P. and Elizabeth his wife, during the space of five years next ensuing will do all such things for the better assurance of the premises to T. B. by fine or otherwise as T. B. shall devise.

275. *At Chard, March 14, in the 7th year of James I., before Francis Baber and Thomas Hughes, J.P.s, and Nicholas Wykes, clerk of the peace, Henry Howper desires :—*

This indenture made September 26, in the 7th year of James I., 1609, between Henry Hooper of Merryett, gentleman, and William Chubbe of Crewkerne, gentleman ; and John Wyke of Hendley, esquire, witnesseth that H. H. and W. C. for 95*l.* paid to H. H. by J. W. have sold to J. W. the manor of Merrett *alias* Merryott, and those messuages now in the tenure of Alexander Shore, Katherin Luffe, widow, Thomas Pike, Roger Westcott, John Langdon, Thomas Pitcher, John Harris, Edward Hutchins, Mary Napper, widow, Robert Moore, Stephen Langdon, John Sampford, Bartholomew Meech, Christian Chedd, widow, Katherin Hoskins, Thomasin Hoskins her sister, William Martin, John Durdante, Robert Mony, Richard Mony, John Hamlin, John Crosse, John Templeman and John Westcott, with all lands belonging to the messuages, the rents of the free tenants and other rights belonging to the manor, as H. H. and James Howper his uncle, deceased, held the same except such lands and messuages belonging to the 'manner' as H. H., Edmund his son and heir apparent and W. C. have assured to any other persons, one messuage now in the tenure of William Knight, one cottage in the tenure of William Willes and one messuage called Bowe *alias* Bowe Mills in Merryett, late in the tenure of H. H. To hold to J. W., paying yearly to H. H. 28*s.* 8*d.*, and if the rent be unpaid H. H. may distrain on the premises.

And H. H. doth covenant that he and W. C. have full power to sell the premises ; and that he will save the premises of a yearly rent of 50*l.* 12*s.* 1*d.*, and of all other rents and encum-

branches, except the leases to Alexander Shore, etc., a statute acknowledged by James Howper to Mr. Carraunte, a statute acknowledged by H. H. and Edmund his son to Christopher Foster and a yearly rent granted to William Court *alias* Paris ; and that during the space of seven years next ensuing he will do all such things for the better assurance of the premises to J. W. by fine or otherwise as shall be devised by J. W. And if J. W. shall be sued for the rent of 50*l.* 12*s.* 1*d.* he may distrain on Bowe mills and the 90*a.* of land belonging thereto. And H. H. will deliver to J. W. all deeds concerning the premises. And H. H. and W. C. have ordained Henry Wyke and Richard Hutchins their attorneys to give possession of the premises to J. W.

276. *At Chard, August 3, in the 8th year of James I., before Sir Francis Popham and John May, J.P.s, Henry Walrond desires :—*

This indenture made March 20, in the 7th year of James I., 1610, between Henry Walrond of La See in Ilmister, esquire, and John Carye of Castell Cary, gentleman, witnesseth that H. W. for 400*l.* hath sold to J. C. that messuage in North Cadbury now in the tenure of John Symes, Agnes his wife and Andrew their son, with an orchard and garden containing 2*a.* ; a close of pasture to the south side of the orchard adjoining called Oteclose containing 3*a.* ; one close of land or pasture called Cliffe containing 4*a.* ; one close of arable land called White Liance containing 6*a.* ; one close of arable land called Westclose containing 12*a.* ; one close of arable land called Northclose containing 14½*a.* ; 3*a.* of arable land in Launshore in the Northfield about Smallwaye ; that messuage in Northcadbury now in the tenure of Walter Daye and Margery his wife, with the orchard and garden belonging containing 1½*a.* ; one toft or little close of pasture called Cosens containing ½*a.* ; one close of land or pasture called Holebridge containing 5*a.* ; 4*a.* of land at Windoxe in the South field ; 1*a.* at Hollwell ; ½*a.* of meadow in the common meadow called Holemeade ; 1*yd.* of meadow in Holemeade ; 1*a.* of land at Sandbrook ; 1*yd.* of pasture at the east end of the same acre ; one headland containing 2½*a.* at Hayes ; one headland there containing 3*yds.* ; 1*yd.* of arable land at Hayes end ; 1*a.* of arable land at Hayes end ; ½*a.* of

arable land in the Townesende furlong ;  $\frac{1}{2}a.$  of arable land in Benchwalles ; one headland of arable land containing  $\frac{1}{2}a.$  at Long Pit furlong ; one headland containing  $1a.$  in the same furlong ;  $1a.$  at Yeadowne ; one headland containing  $\frac{1}{2}a.$  at Yeadowne ; and that close of pasture called Hourne containing  $7a.$  ;  $1a.$  of arable land called Benchwall, now in the tenure of Walter and Margery Daye and Sara their daughter ; that messuage in the tenure of William Durneford, with the orchard and garden belonging containing  $1\frac{1}{2}a.$ , one close of land, meadow and pasture, called Worthystile containing  $14a.$  ; one close of land, meadow and pasture below the Churchmeade containing  $4\frac{1}{2}a.$  ;  $3yds.$  of arable land at Capons Slade ; one close of pasture called Holbridge containing  $2\frac{1}{2}a.$  ;  $2a.$  called Hangaston ;  $2a.$  by the highway called Fisherne ;  $1a.$  in Townesend furlong ;  $3yds.$  of arable land at Longepitt ;  $1a.$  of arable land called Curforland ;  $5yds.$  of arable land under Small Weye ;  $1a.$  under Smallwaye ;  $3yds.$  of arable land under Small Waye ;  $\frac{1}{2}a.$  of arable land near Fisherne Waye ;  $2a.$  of arable land at Yeadowne furlong ;  $3a.$  of arable land at Yeadowne ;  $2a.$  of arable land at Crewekerne ; one close of pasture before Symesdore, and that tenement containing  $26a.$  of land, meadow and pasture, now in the tenure of William Durneford and Elizabeth his wife ; those houses in North Cadbury which one Pounsett occupied with a garden on the south side inclosed with a hedge of box, and a close called Cotehay containing  $3yds.$  ;  $2a.$  of arable land in the North Feeld near adjoining the path that leadeth towards Castell Cary, and that close of pasture called Little Holbridge containing  $1a.$  ; which premises are in North Cadbury, in the tenure of Robert Sanger ; with all buildings, lands and rights belonging to the premises, except the lands there sometime Silvester Sedborough's, gentleman ; and all deeds concerning the premises. And H. W. covenanteth that he hath full power to sell the premises to J. C., and that he will discharge the premises of all encumbrances, except the rents to the chief lord of the fee, and leases ; and that during the space of five years next ensuing he will do all such things for the better assurance of the premises to J. C. by fine or otherwise as shall be devised by J. C.

## Roll XIX.

277. *At Chard, July 20, in the 9th year of James I., before John Symes and Thomas Warre, J.P.s, and Edward Wykes, clerk of the peace, William Harvye desires :—*

This indenture made July 17, in the 9th year of James I., 1612, between William Harvye of Bridgwater, gentleman, and Robert Catford of North Petherton, gentleman ; and Edward Lancaster of Milverton, gentleman, witnesseth that W. H. and R. C. for 20*l.* have sold to E. L. the ' moyety ' of the manor of Chedder Fitzwaters in Cheddar or elsewhere in Somerset which lately did belong to E. L. and Frauncis his wife, in her right, and to John their son, with the ' moyety ' of all messuages, lands and rights in Chedder, Tarnock, Wedmore, Winford *alias* Wynfrithe, Butcombe, Wookey, Westbury, Batcombe, Allerton *alias* Alverton, East Brent, Glastonbury, St. Johns of Glastonbury, Kingsbury Regis and Dreycott, which were sometime the inheritance of Edmund Roo, late of Chedder, deceased, father of the said Frauncis ; to hold to E. L. of the chief lord of the fee by the rents accustomed.

278. *At Wells, January 15, in the 10th year of James I., before Sir Edward Hext and Nathaniel Still, J.P.s, and Edward Wykes and Christofer Browne, clerks of the peace, Robert Baber desires :—*

This indenture made December 24, in the 10th year of James I., 1612, between Robert Baber of Corston, gentleman, and Edward Baber of London, ' marchaunt,' his brother : whereas Queen Elizabeth by letters patent dated January 19, 1597, did grant to Robert Mylner and John Quarles the younger, gentlemen, for fifty years that tenement with one yard land in Corston and 2*a.* of overland, now in the tenure of William Coxe ; one messuage, half a yard land and a curtilage, containing 2½*a.*, that close called Overland containing 4*a.* of pasture ; ½*a.* of meadow in a common meadow called Newtons Meade ; 28*a.* of arable land late in the tenure of Agnes Signett ; one tenement, half a yardland, one garden, orchard and close of land and meadow containing 1½*a.* ; that close of meadow called the Moore containing 1*a.* ; that close of meadow called Yard Mead containing

2a. ; that close called Overmore containing  $1\frac{1}{2}a.$  ; that close of pasture called Meare Meade containing  $1\frac{1}{2}a.$  ; that close of land called th'Overland containing  $2\frac{1}{2}a.$  ; 40a. of land in the 'comon feeldes', late in the tenure of Edward Maynard ; that messuage and half a yardland, one toft and fardell of land, and one cottage called Daniells containing  $70\frac{1}{2}a.$  of land, meadow and pasture, late in the tenure of John Holkyn ; one messuage and close of land containing 1a. ; 6a. of meadow and pasture in several ; 39a. of arable land in the common fields ; that water mill " for corne and courses of water and all the moulture of corn of the tenaunts of the mannor of Corston," late in the tenure of Thomas Weekes ; that tenement called Gamlyns and  $17\frac{1}{2}a.$  1p. of land, meadow and pasture annexed, late in the tenure of Richard Wade ; all which premises are part of the manor of Corston and sometime were belonging to the late dissolved monastery of Bath : and whereas Robert Mylner by deed poll of February 28, 1596, released to John Quarles his interest in the premises : and whereas Sir John Gerrard, Sir Henry Montague, Sir William Romney, knights, Richard Wheeler, esquire, John Alversey, William Massam, 'marchaunts,' and Sir Henry Billingsley and Thomas Billingsley, executors of the will of Sir Henry Billingsley, knight and alderman of London, deceased, and John Quarles by their indenture of April 3, 1610, did assign to Cornelius Fishe, John Combe, Nicholas Farrer, Henry Walton, John Hough and Thomas Underhill of London, 'marchaunts,' their interest in the premises and whereas Cornelius Fish, etc., by their indenture of May 5, 1610, did sell to Robert Baber their interest in the premises, to hold to R. B. for the rest of the term granted by the letters patent : witnesseth this indenture that R. B. for 500*l.* hath sold to E. B. all his interest in the premises for the same term.

And R. B. doth covenant to save harmless the premises of so much of the yearly rents reserved in the letters patent as the several ancient yearly rents of the tenements now in the several tenures of R. B., Thomas Coxe, Edward Currell, William Bilby, Elizabeth Hedges, widow, and Flower Ford, widow, doth amount to, and of all encumbrances made by him ; and E. B. doth covenant to pay to the lord of the manor of Corston the ancient rents for the said tenements.

279. *At Taunton, July 8, in the 11th year of James I., before Nicholas Halswell and Thomas Warre, J.P.s, and Edward Wyke, clerk of the peace, Nicholas Reece desires :—*

This indenture made June 6, in the 11th year of James I., 1613, between Nicholas Reece of Murlinch, yeoman, and Hugh Currell of Bromefielde, gentleman, witnesseth that N. R. for 90*l.* hath sold to H. C. the reversion of three messuages, whereof two, with the lands appertaining, do contain 27½*a.* of land, meadow and pasture,—one messuage and 15½*a.* are or were in the tenure of Jone Martyn, widow, during her widowhood under the rent of 9*s.* 4*d.* and one capon yearly, and the other messuage and 12*a.* of land are or were in the tenure of John Bliman under the rent of 12*s.* and one capon ;—of which 27½*a.* 13*a.* do lie in Middle wall in Hunspill, bounded on the south with a river leading to Highbridge and on the east with the lands of Mr. Morgan, now or late in the tenure of H. C., 11*a.* at Bacon Bridge, bounded on the west with the highway, on the east with the lands of Philipp Comer and on the south with the lands of Mr. Morgan, now or late in the tenure of John Clement ; 3*a.* on the north side of the way leading to Middlewall, and one plot of meadow called half an acre in Horsey Meade in the west end of Mr. Morgan's land, now or late in the tenure of H. C. ; and the other messuage with the lands belonging containeth 4*a.* and now is or late was in the tenure of Richard Jefferyes granted unto him by copy of court roll under the rent of 4*s.* and one capon by Henry Beecher late of London, deceased ; all which messuages are in Hunspill and were lately purchased by N. R. of Thomas Auncell, esquire ; with all deeds concerning the premises. And N. R. doth covenant that he is lawfully seised of the premises and hath full power to sell the same ; and that the premises shall be discharged of all encumbrances, except the customary estates (*as above*) of Joane Martin determinable upon her death, of John Blyman, Agnes his sister and Robert his brother for term of their lives, and of Richard Jefferies, Margaret his wife and Mary their daughter, upon which the rents shall be paid to H. C., and that he and Johane his wife will during the space of seven years next ensuing, do all such things for the further assurance of the premises to H. C. by fine or otherwise as shall be devised by H. C.

280. *At Wells, July 24, in the 11th year of James I., before Thomas Hughes and Thomas Southworth, J.P.s, John Catcote and Robert Woodford desire :—*

This indenture made July 22, in the 11th year of James I., 1613, between John Catcote of Brewham, gentleman, and Robert Woodford the younger, esquire, of East Cranmore, and Francis James of Wells, Doctor of Law, witnesses that J. C. and R. W. for 140*l.* have sold to F. J. that annual pension of 13*s.* 4*d.* from the priory of Lamyate and the late monastery of Godstow in Oxfordshire, in the gift of the rector of Lamyat to hold to F. J. of the King in socage as of the manor of East Greenwiche, paying yearly 16*d.* to the Court of Augmentations. And we J. C. and R. W. warrant F. J. in the premises, and discharge the premises of all encumbrances.

281. *At Wells, August 18, in the 11th year of James I., before Thomas Warre, J.P., John Phelppes desires :—*

This indenture made August 18, in the 11th year of James I., 1613, between John Phelps of Yevell, gentleman, and Thomas Phelps his brother : and John Harbyn of Newton Surmavile in the parish of Yevell, gentleman, witnesseth that J. P. and T. P. for 100*l.* have sold to J. H. that tenement called Cluettis 'bargaine' in Kingston *juxta* Yevell and the orchard adjoining ; one close of meadow lying near a certain water mill called Penn mill containing 4*a.* ; two closes of meadow called Little Lyde containing 12*a.* ; one close of meadow containing 4*a.* called Milkeford ; 1*a.* of mead lying in a meadow called Greenmore ; two closes of arable land containing 17*a.* called Combstreete ; 2*a.* of arable land in the west field of Yevell ; 1*a.* of arable upon the 'downe' in the east field, and 5½*a.* of arable land in the east field in a furlong called Dishell More, in the parishes of Pitney and Yevell, with all houses and lands belonging to the premises in Yevell, Kingston and Pitney. And J. and T. P. warrant J. H. in the premises.

282. *At Wells, October 2, in the 11th year of James I., before Francis James, Doctor of Law, and Thomas Southworth, J.P.s, Thomas Wythers desires :—*

This indenture made September 30, in the 11th year of James I.,

1613, between Thomas Wythers of Baltonsborough, husbandman, and Henry Southworth of Wells, gentleman, witnesseth that T. W. for 120*l.* hath sold to H. S. those parcels of land following : one tenement with a garden and orchard adjoining in Southwood in Baltonsborough ; 18*a.* of arable land in the fields there ; 52*a.* of pasture ; 10*a.* of meadow ; 2*a.* of wood, and common of pasture for five beasts in Churchmoore in Baltonsborough, with all other common of pasture for cattle in Southwood, Northwood, Lottishams Greene and Kynard Moore and elsewhere to the tenement belonging, and underwood in Northwood ; all which premises were late in the occupation of Walter Wythers grandfather of T. W. and are now in that of T. W. ; with all lands and rights belonging to the premises. And T. W. warrants H. S. in the premises.

283. *At Wells, January 14, in the 11th year of James I., before Sir Thomas Phelips and Francis James, Doctor of Law, J.P.s, James Godwyn and George Richards desire :—*

This indenture made July 15, in the 11th year of James I., 1613, between James Godwyn of Wells, gentleman, William Claxton of Ayshton, gentleman, and George Richards of the City of Bristol, gentleman : and John Poulett of Georgehinton, esquire, witnesseth that for 1450*l.* paid by J. P. to J. G. and 10*s.* paid to W. C. and G. R., J. G., W. C. and G. R. have sold to J. P. the manor of Chafecombe and the advowson of the church of Chafecombe ; the capital messuage called Wood in the parish of Knoll, and that close of pasture called Nether Langland with the wood adjoining containing 20*a.* ; one close of pasture called Over Langland containing 18*a.* ; two closes of land and pasture called Ote close and the Batt close containing 12*a.* ; one close of pasture called Jordein's close with the 'grene' adjoining containing 15*a.* ; one close called Jordein's wood containing 10*a.* ; one meadow called Longe meadow containing 15*a.* ; one meadow called New Meadow containing 8*a.* ; the wood called Chafcombe Park containing 40*a.* ; with all buildings, lands and rights to the premises belonging, and all other messuages and lands in Chaffcombe, Wood, Cudworth and Knoll which J. G., W. C.



and G. R. purchased from John Buller, esquire, and Philipp his wife, and all deeds concerning the premises.

And J. G. doth covenant that he, W. C. and G. R. have full power to sell the premises except for leases made before they purchased the manor, and other leases to be excepted ; and that the premises shall be discharged of all encumbrances made by J. G., W. C. and G. R. except one grant of the next avoidance of the church of Chacombe, one grant made by copy of court roll to one North of the reversion of Welmans tenement for term of his life, a lease made to one Myddleton of a house and 2a. of ground determinable upon the lives of himself and Agatha his daughter, to take effect on the determination of the copyhold of Margaret Wright and Henry Chawkeway, and the rents due to the chief lord of the fee, but including one yearly rent charge of 30*l.* granted by John Buller unto Barbara Spicer for her life, one writing obligatory acknowledged by John Buller unto one Heyden upon trust for the payment of the said rent ; and for five years of all judgements which shall be obtained by a statute of 4000*l.* acknowledged by John Buller to Simon Court ; and that J. G., Mawde his wife, W. C. and G. R. shall during five years next ensuing do all such things for the further assurance of the premises. to J. P. by fine or otherwise as shall be devised by J. P., and J. G. warrants the premises to J. P., and W. C. and G. R. likewise discharge and warrant the premises to J. P., and J. G., W. C. and G. R. appoint Robert Hackshawe and John Lee, gentlemen, their attorneys to give possession of the premises to J. P.

284. *At Yeovil, August 5, in the 11th year of James I., before Alexander Ewens, J.P., and Christopher Browne, clerk of the peace, John Rogers desires :—*

This indenture made June 26, in the 11th year of James I., 1613, between John Rogers of South Cadbury and John Cary the younger, son of John Cary the eldest of Castell Cary, yeoman, witnesseth that J. R. for 50*l.* hath sold to J. C. that tenement in Pitcombe, late in the tenure of Thomas Stephens and now in that of Alice Crewe, with all houses, lands and rights belonging, and all deeds concerning the premises. And J. R. doth covenant that he hath full power to sell the premises, and that the premises.

shall be discharged of all encumbrances, except the rents to the chief lord of the fee and a lease made of the premises by J. R. to Alice Crewe for ninety-nine years with remainder to John Crewe her brother, upon which the yearly rent of 10s. shall be payable to J. C., and that during the space of five years next ensuing he will do all such things for the further assurance of the premises to J. C. by fine or otherwise as shall be devised by J. C. ; and J. R. appoints Anthony Abarrow, gentleman, and John Cary the eldest his attornies to give possession of the premises to J. C.

285. *At Yeovil, October 5, in the 11th year of James I., before Alexander Ewens, J.P., James Hodges, Frances Hodges, Henry Meer and Magdalen Meer desire :—*

This indenture made August 10, in the 11th year of James I., 1613, between Henry Meer of Sherborne in Dorset, esquire, and Magdalen his wife, and James Hodges, son and heir of John Hodges of Lymington, gentleman, deceased, and Frauncis his wife : and John Hodges of Lymington, gentleman, brother of James, George Legge of Wambrooke in Dorset, gentleman, and George Sterr of Sherborne in Dorset, gentleman, witnesseth that H. and M. M. and J. and F. H. for 1500*l.* paid by John Hodges to J. and F. H. and for other sums of money have sold to G. L. and G. S. the manor of Draycott, and all messuages and lands of H. and M. M. and J. and F. H. in Draycott and Lymington or elsewhere in Somerset belonging to the manor of Draycott, with all other messuages, lands and rights to the manor belonging, and that capital messuage called Westernne Farme in Lymington, late in the tenure of John Hodges, deceased, two water grist mills and all other messuages, lands and rights belonging to the farm and mills in Lymington or elsewhere in Somerset and late in the tenure of John Hodges, deceased, which he lately purchased of William Rowsewell, deceased, and the rights of H. M. and J. H. to the premises, with all deeds concerning the premises. And James H. covenants with John H. that he and F. H. his wife are true owners of the premises ; and that G. L. and G. S. may occupy the premises except for one estate made by J. and F. H. to Robert Lye of a cottage in Draycott, and of the mean profits and ' primer seisyne ' due to the King ; and the premises shall continue to G. L.

and G. S. discharged of all encumbrances ; and that during the space of seven years they will do all such things as shall be devised for the further assurance of the premises to G. L. and G. S. by fine or otherwise ; and H. and M. M. covenant the same. And J. and F. H. and H. and M. M. appoint Henry Master and Thomas Lockier their attorneys to give possession of the premises to G. L. and G. S.

286. *At Yeovil, October 5, in the 11th year of James I., before Alexander Ewens, J.P., John Hodges, George Legge and George Ster desire :—*

This indenture made August 11, in the 11th year of James I., 1613, between John Hodges of Lymington, gentleman, George Legg of Wambrooke in Dorset, gentleman, and George Sterr of Sherborne in Dorset, gentleman : and William Harvey of Ashill, gentleman, and James Fisher of Grimston in Dorset, gentleman, witnesseth that J. H., G. L. and G. S. for 1400*l.* have sold to W. H. and J. F. the manor of Draycott, late in the possession of John Hodges, late of Lymington, deceased, with all deeds concerning the same. And J. H., G. S. and G. L. covenant that they have full power to sell the premises, and that the premises shall remain to W. H. and J. F. discharged of all encumbrances and that in the space of four years next ensuing (but no further assurance than the enrolment of these presents before September 30, 1615) they will do all such things for the further assurance of the premises to W. H. and J. F. by fine or otherwise as shall be devised by W. H. and J. F. Provided that if J. H., G. L. and G. S. pay to W. H. and J. F. 1400*l.* before September 30, 1615, in the church porch of Sherborne, then these presents shall be void, and in the mean space J. H., G. L. and G. S. shall take the rents of the manor ; and G. S. shall not be sued concerning a mortgage of certain lands in Draycott which he had from John Hodges, deceased.

287. *At Taunton, December 15, in the 11th year of James I., before Thomas Warr, J.P., Henry Wyke desires :—*

This indenture made November 15, in the 11th year of James I., 1613, between Henry Wyke of Drempton in Dorset, esquire ;

and John Hill *alias* Hillinge, the elder, of Wiveliscombe, husbandman, and John Hill *alias* Hillinge the younger of Wiveliscombe, husbandman, being men put in trust by John Wood of Wythell, husbandman, their brother in law: whereas John Wyke of Hendley, esquire, brother of H. W. and John Seuckler his servant did by their indenture of January 10, 1608, sell to Sir John Jeffery of Catherstone in Dorset, deceased, and to John Trigge of Milverton, gentleman, one messuage, parcel of the copyhold lands of the manor of Withell Flory, now or late in the tenure of J. Wood, and 120a. of land, meadow and pasture with the same occupied; that parcel of land called Edgerton containing 140a.; that cottage and 2a. of meadow and arable land, now in the tenure of J. W.; that water 'greist' mill in the tenure of J. W.; that cottage called the Churchouse, now in the tenure of John Androwes *alias* Ambrose; and that waste ground containing 1a. lying between the said messuage and the said cottage last mentioned, all in Wythell Flory; and whereas by an indenture tripartite of January 12, 1604, it was agreed that William Chubb and William Parker, gentlemen, should be suffered to sue for a writ of 'Entry for disseison in le post' against Sir John Jefferey and John Trigg, of the premises so that a perfect recovery might be procured, and the record of the recovery was made to the use of John Wykes and after his decease to Henry Wykes, so that H. W. now standeth seised of the reversion of the premises; now this indenture witnesseth that H. W. for 130l. paid by John Wood hath sold to J. H. and J. H. the above premises in Withell Flory, with common of pasture and right of tillage on Edgerton and the acre of waste ground, and all other rights belonging to, and all deeds concerning the premises, except leave for Richard Sully of Wythell, husbandman, to go to and from a close of pasture called Southclose or Oxelease; to hold of the chief lords of the fee by the rent accustomed. And H. W. covenanteth that he hath full power to sell the premises; and that the premises are discharged of all encumbrances, and that for the better assurance of the premises to J. H. and J. H. he will do all such things as shall be devised by J. H. and J. H. by fine or otherwise and will warrant the premises to them.

288. *At Taunton, December 15, in the 11th year of James I., before Thomas Warr, J.P., Henry Wyke desires :—*

This indenture made November 15, in the 11th year of James I., 1613, between Henry Wyke of Drempton in Dorset, esquire, and John Yea of Chipstable, yeoman : whereas John Wyke and John Seuckler sold to Sir John Jeffery and John Trigge (*as in No. 287*) that messuage in Wythell Flory now in the tenure of Thomas Bryaunt and 140a. of land, meadow and pasture ; and that messuage and 140a. of land, meadow and pasture in the tenure of Johane Webber, widow, part of the customary lands of the manor of Wythell Flory ; and whereas William Chubb and William Parker recovered the premises (*as in No. 287*) ; this indenture witnesseth that H. W. for 286*l.* hath sold to J. Y. his reversion of the premises and of the waste ground of Wythell common belonging thereto, and all other rights belonging to, and deeds concerning, the premises, to hold of the chief lord of the fee by the rents heretofore due. And H. W. covenanteth that he hath full power to sell the premises, discharged of all encumbrances, and that he will do all such things for the further assurance of the premises to J. Y. by fine or otherwise as shall be devised by J. Y. and warrant the premises to J. Y.

289. *At Taunton, December 15, in the 11th year of James I., before Thomas Warr, J.P., Henry Wyke desires :—*

This indenture made November 15, in the 11th year of James I., 1613, between Henry Wyke of Drempton in Dorset, esquire ; and John Marshall and William Harris of Holcombe in Devon, yeomen : whereas John Wyke and John Seuckler sold to Sir John Jeffery and John Trigge (*as in No. 287*) one messuage in Thorn St. Margarett, now or late in the tenure of Edward Greedy with 30a. of land, meadow and pasture thereto belonging, and that parcel of land called Thornedowne in Thorn St. Margarett containing 60a. ; and where William Chubb and William Parker recovered the premises (*as in No. 287*) ; this indenture witnesseth that H. W. for 50*l.* hath sold to J. M. and W. H. the above premises, with all rights belonging to, and all deeds concerning the premises, to hold of the chief lord of the fee by the rents accustomed. And H. W. covenanteth that he hath full power

to sell the premises, discharged of all encumbrances, except the estate for life of John Wyke, and a lease for three lives made to Edward Greedy; and that for the further assurance of the premises to J. M. and W. H. he will do all such things by fine or otherwise as shall be devised by J. M. and W. H., and warrant the premises to them.

290. *At Ilchester, April 4, in the 12th year of James I., before Thomas Warr, J.P., John Trask desires :—*

This indenture made March 1, in the 11th year of James I., 1613, between John Trask of Homer in Trent, 'clercke,' and Edward Quantock of Homer, yeoman, witnesseth that J. T. for 260*l.* hath sold to E. Q. that messuage in Trent late in the tenure of Robert Trask, his father, and now in that of E. Q., with all buildings, lands and rights belonging and all deeds concerning the premises: except out of this grant the following closes: that close of pasture in Trent called Pitts containing 7*a.*; the close of meadow next the river adjoining Pitts on the south-west side, containing 3½*a.*; the little parrokk next the river also adjoining Pitts on the south-west side containing 1*a.*; that close of pasture called Waterslade containing 5*a.*:—heretofore sold unto John Fry of Chilton Canteloe, yeoman, by Edmond Hungerford of North Standen in Wiltshire, gentleman,—and the patronage of the church of Trent; to hold of the chief lord of the fee by the rents accustomed. And J. T. doth covenant that E. Q. may peaceably hold the premises without let of J. T. or Edmund Hungerford, except for estates granted by Edmund Rowe, deceased, sometimes owner of the premises, to Robert Trask and Avice his wife.

291. *At Ilchester, April 4, in the 12th year of James I., before William Swanton, J.P., John Bush desires :—*

This indenture made April 4, in the 12th year of James I., 1614, between John Bush, late of Rimpton, yeoman, and George Beaton of Rimpton, yeoman: whereas Sir Edward Parham of Poyntington, knight, and the Lady Bridgett his wife, did by indenture of February 13, 1608, convey to Roger Popley, gentleman, and John Beaton of Chilton Cantelo, yeoman, and to the heirs of Roger, that great close of pasture called West Meade

containing 22a. in Chilton Canteloe bounded in the north side with a millstream, on the south with the common river, and on the east with a close of pasture containing 7a., lately parcel of West Meade, the which great close and little close were then in the occupation of William Beaton and lately in that of William Whitby, to the use of Sir Edward and the Lady Bridgett and the heirs of Sir E. and to the intent that Sir E. P. should pay out of the premises yearly to J. B. 30*l.* in the porch of the parish church of Sampford Orques, at the four most usual terms of the year, and if default be made of the payment Sir E. P. to lose 5*l.* to J. B., and if default be made of the penalty also, then the premises should be to the use of J. B. ; by which indenture J. B. was seised of the rent in fee simple, witnesseth this indenture that J. B. for 300*l.* hath sold to G. B. the said rent of 30*l.* And J. B. doth covenant that he hath full power to sell the said rent, discharged of all encumbrances.

292. *At Chard, August 18, in the 12th year of James I., before Sir Edward Hext, J.P., Joseph Sterr desires :—*

This indenture made June 28, in the 12th year of James I., 1614, between Joseph Sterr of Yevell, 'lynnendraper,' and Henry Wyke of Crewkerne, gentleman, witnesseth that J. S. for 140*l.*, and for a more sum secured to him by H. W. hath sold to H. W. the 'moytie' of the manor of Henley in Crewkerne, and all messuages, lands and rights belonging, which he late had of the sale of H. W. And J. S. covenants that the premises shall be discharged of all encumbrances ; provided that if H. W. do not pay J. S. 300*l.* at the feast of the Birth of our Lord next ensuing at his dwelling-house at Yevell, then this sale shall be void and J. S. may re-enter the premises ; and J. S. doth agree to enroll this present deed in the County of Somerset or some court of record, and after the payment of the 300*l.* make such further assurance of the premises to H. W. as shall be devised by H. W. and deliver to H. W. all deeds concerning the premises.

293. *At Wells, September 13, in the 12th year of James I., before Sir Thomas Bridges, J.P., Edward Popham desires :—*

This indenture made September 8, in the 12th year of James

I., 1614, between Edward Popham of Huntworth, esquire : and Sir Bartholomew Michell of Cannington, knight, and Thomas Aishford of the Middle Temple, London, gentleman, witnesseth that E. P. for 40*l.* hath sold to B. M. and T. A. his manor of Milton *alias* Melton in the parishes of Worle and Kewstoke, and the 'moyty' of the manor of Bomston in the parishes of Cannington and Fiddington, and all messuages, lands and rights belonging thereto. And E. P. warrants the premises to B. M. and T. A.

294. *At Bridgwater, September 21, in the 12th year of James I., before Sir Nicholas Halswell and Thomas Southworth, J.P.s, John Wroth desires :—*

This indenture made September 19, in the 12th year of James I., 1614, between John Wroth of North Petherton Park, esquire, and William Tucker of North Petherton, yeoman : and John Musgrove of North Petherton, witnesseth that J. W. and W. T. for 360*l.* paid to W. T. by J. W. have sold to J. M. their messuage lately erected with its appurtenances called Stamfordlands containing 22*a.* of land, meadow and pasture ; their cottage lately erected on part of the same land, now or late in the tenure of Henry Sawter ; three cottages and gardens to the same belonging, now or late in the several tenures of Elynor Humfrey, widow, William Thatcher and Thomas Legg ; their parcel of land with a cottage called Vyningsdale (?) containing 1*a.* ; with common of pasture in Northmoor, Kingscliste, North Petherton and Heathfield, with all houses, lands and rights belonging to the premises, which are in North Petherton, and were late in the tenure of John Tucker, deceased, father of W. T., and all deeds concerning the premises ; to hold of the chief lord of the fee by the accustomed services. And W. T. and J. W. covenant that they have full power to sell the premises ; and W. T. warrants the premises to J. M., and J. W. and W. T. have appointed William Barge and Symon Courte their attornies to give possession of the premises to J. M.

295. *At Taunton, October 1, in the 12th year of James I., before Thomas Brereton, J.P., John Weekes desires :—*

This indenture made April 15, in the 12th year of James I.,



1614, between John Weekes of Ninehead Flory, gentleman, and Thomas Warr of Taunton, esquire, witnesseth that whereas Queen Elizabeth by letters patent of March 2, 1592, did grant to John Warr, esquire, 'seriant of her Majesties Pantrie,' all her Highness's tithes of twelve mills of the Bishopes of Winton in the hundred of Taunton for the term of 39 (?) years from the feast of St. Michael the Archangel, 1606, under a yearly rent; and whereas John Warr by his lease of May 17, 1592, did assign to Robert Cuffe of Creech, esquire, deceased, his interest in the tithes; and whereas Robert Cuffe, son of Robert Cuffe, by his deed of March 13, 1597, did devise unto John Burd of Taunton, gentleman, his right to the tithes; and whereas John Burd by his lease of September 30, 1598, did assign unto John Weekes his right to the tithes, so that J. W. now standeth seised thereof, now this deed doth witness that J. W. for 20*l.* hath sold to Thomas Warr his interest in the tithes, and all deeds concerning them; discharged of all encumbrances made by J. W.

296. *At Taunton, October 1, in the 12th year of James I., before Thomas Brereton, J.P., John Weekes desires:—*

This indenture made April 15, in the 12th year of James I., 1614, between John Weekes of Ninehead Flory, gentleman, and Thomas Warr of Taunton, esquire, witnesseth that whereas Thomas, Bishop of Wynchester, by his indenture of November 30, 1612, did grant to farm to J. W. his twelve mills called the 'towne milles' in the lordship of the said Bishop in Taunton adjoining unto the castle of Taunton to hold to J. W. during the lives of Anthony Weekes of Ninehead Flory, Henry son of Henry Greedy of Samford Arundel, yeoman, and Susan daughter of George Strange *alias* Edwards, husbandman, for the yearly rent of 37*s.* (?), and whereas Thomas, Deane of Winchester and the chapter, did confirm this grant, so that J. W. is seised of the premises. Now J. W. for 320*l.* hath sold unto T. W. the said mills with all rights belonging, doing such services to the Bishop of Winchester as J. W. ought to do. (*Parts of this deed are illegible.*)

297. *At Taunton, July 3, in the 13th year of James I., before Thomas Warr, J.P., Henry Wyke desires:—*

This indenture made March 30, in the 13th year of James I.,

1615, between Henry Wyke of Crewkerne, gentleman, and Martin Sanford of Langridge in Brushford, gentleman, witnesseth that H. W. for 450*l.* hath sold to M. S. that messuage called Modcombe or Modforde in the parish of Hemiock in Devon, now or late in the tenure of Humfrye Butson, and all houses, lands and rights belonging, and all deeds concerning the premises; except such messuages and lands late parcel of the manor of Wythell Florye as H. W. heretofore by two indentures of November 15, 1614, granted unto John Hyll *alias* Hylling the younger and John Hyll *alias* Hylling the elder in trust to John Wood, and to John Yea. And H. W. doth covenant that M. S. may occupy the premises, discharged of all encumbrances made by H. W. and John his brother, except one estate of the premises for the life of John Wyke, and other leases; and that he will do all such things for the further assurance of the premises to M. S. as shall be devised by M. S., and H. W. warrants M. S. in the premises.

298. *At Taunton, August 9, in the 13th year of James I., before James Bysshe and Thomas Southworth, J.P.s, Hugh Elliott desires :—*

This indenture made April 24, in the 13th year of James I., 1615, between Hugh Elliott of Westmoncton, gentleman, and Samuel Raymond of Creech, gentleman, witnesseth that H. E. for 110*l.* hath sold to S. R. that messuage with all lands belonging, containing 50*a.* of land, meadow and pasture in the tenure of Thomas Seely and late in that of John Werroll; 25*a.* of land, meadow and pasture, now in the tenure of Thomas White, and late in that of John Elliott, deceased, father of H. E.; that messuage and 5*a.* of land, meadow and pasture, now in the tenure of David Chapple, and which among other lands were late in the tenure of Mary Carvaryell, widow; that messuage in Hilsbarowe and 40*a.* of land, meadow and pasture, now in the tenure of Thomas Lindon; 12*a.* of land and pasture called Whitelease, now in the tenure of William Rickard; that messuage now in the tenure of Walter Hartnoll; one close of pasture containing 8*a.* called Warringtons, now in the tenure of H. E.; 1*a.* of woodland in a piece of ground sometimes belonging to the tenement of John Poole of Adsborowe, deceased, and now in the tenure of H. E.; with all other lands belonging to H. E. in Creech, and all

deeds concerning the premises, to hold to S. R. of the chief lord of the fee by the rents accustomed.

And H. E. doth covenant that he hath full power to sell the premises; and that S. R. may peaceably hold the premises, discharged of all encumbrances, leases made by John Elliott excepted; and that for the further assurance of the premises to S. R. within the space of seven years next ensuing he will do all such things as shall be devised by S. R. by fine or otherwise; and H. E. warrants S. R. in the premises.

299. *At Wells, April 22, in the 13th year of James I., before Francis James, Doctor of Law, and Thomas Southworth, J.P.s, and Edward Wykes, clerk of the peace, Henry Southworth desires:—*

This indenture made April 21, in the 13th year of James I., 1615, between Henry Southworth of Wells, gentleman, and Thomas Wythers of Balsborough, yeoman, witnesseth that H. S. for 120*l.* hath sold to T. W. those parcels of land following: one house with a garden and orchard adjoining in Southwood in Baltonsborough; 18*a.* of arable land in the fields there, 52*a.* of pasture, 10*a.* of meadow, 2*a.* of wood and common of pasture for five beasts in Churchmoore in Baltonsborough, with all other common of pasture in Southwood, Northwood, Lottishames Greene and Kynyard Moore or elsewhere to the tenement belonging, and underwood in Southwood and Northwood; which premises were late in the tenure of Walter Withers, grandfather of T. W.; with all lands and rights belonging to the premises.

And H. S. warrants the premises to T. W. except one lease of 10*a.* in Southover of arable and pasture and 4*a.* in Hunnymede 'severallie' divided, demised by H. S. and T. W. unto John Addames of Westlidford, husbandman, for ninety-nine years from the date of this indenture.

300. *At Wells, June 1, in the 13th year of James I., before Thomas Southworth, J.P., Robert Webbe desires:—*

This indenture made April 19, in the 13th year of James I., 1615, between Robert Webbe of Beckington, gentleman, and Sir James Ley, knight, 'his Majesties attournie of the Court of Wards and Liveries,' witnesseth that R. W. for 28*l.* hath sold to

J. L. that close of pasture containing 1a. adjoining unto the capital messuage of J. L. in Beckington, now in the tenure of J. L. and late in that of Richard Jorden, deceased ; that parcel of ground part of the orchard adjoining the close containing 22p. and 12ft., with the stone wall dividing part of the orchard from the close ; which close and parcel of orchard are or were appertaining to the tenement and bakehouse in Beckington wherein Richard Jurden lately dwelt ; that barn and tenement, curtilage and back-side in Beckington, now or late in the tenure of Thomas Carter by 'coppie of courte rolle,' and one plot of an orchard at the lower end of the said curtilage now in the tenure of William Jorden by lease for life ; one plot of ground containing in length 6p. and 2ft. and in 'bredethe' 2½ft., which adjoineth unto the water course that runneth from the street under the 'bancke' of the orchard of Sir J. L. into part of the said orchard, and is parcel of the tenement now in the tenure of Clemente Thatcher, with the water course and the wall between the orchard and the plot ; with the reversion of the premises, all rights belonging to and all deeds concerning the premises. And R. W. doth covenant that all assurances of the premises made by him and Elizabeth his wife shall be to the use of J. L.

301. *At Wells, September 13, in the 13th year of James I., before Thomas Southworth, J.P., Richard Peck desires :—*

This indenture made September 13, in the 13th year of James I., 1615, between Richard Peck of Trull, 'notarie publique,' and Thomas Jones of Wells, clothier, witnesseth that R. P. for 25l. hath sold to T. J. his messuage with a curtilage and garden adjoining, in Wells in a 'streate' there called St. Cuthberts Streate on the north side between a tenement sometime belonging to the hospital of St. Johns in Wells on the west and the tenement of the late 'subchaunter' of the cathedral church of Wells on the east, and extendeth to the garden for a time in the tenure of Agnes Lenge, widow, on the north ; which tenement containeth in length 120ft. and in breadth 17ft., and was late in the tenure of R. P. and is now in that of T. J. ; with all its appurtenances belonging to R. P. in Wells, and all deeds concerning the premises ; to hold of the chief lord of the fee by the rents accustomed. And

R. P. doth covenant that he hath full power to sell the premises ; and that T. J. may peaceably occupy the premises, discharged of all encumbrances, one lease of April 20, 1551, made by Walter Chamberlyne the 'taylor', late of Wookey Hole, deceased, unto Walter Butcher, late of Wells, deceased, whereon the yearly rent of 1*d.* is reserved, and the rents due to the chief lord of the fee excepted ; and R. P. doth appoint Humfry Victor and Thomas Peck his attornies to give possession of the premises to T. J.

302. *At Ilchester, April 10, in the 14th year of James I., before Sir Robert Philipps and Thomas Warr, J.P.s, and Christopher Broune, clerk of the peace, James Hodges, Frances his wife, John Hodges, Margery his wife, George Sterr, George Legg and William Harvy desire :—*

This indenture made March 28, in the 14th year of James I., 1616, between James Hodges of Sherborne in Dorset, gentleman, and Fraunces his wife, John Hodges of Lymington, gentleman, and Margery his wife, George Sterr of Brodford, gentleman, George Legge of Wanbrooke in Dorset, gentleman, William Harvy late of Aishill, gentleman, and James Fisher of Grimston in Dorset : and Henry Sayntbarbe of Aishington, esquire, witnesseth that J. and F. H., J. and M. H., G. S., G. L., W. H. and J. F. for 235*l.* paid to J. and F. H., and J. and M. H. and for 2*s.* paid to G. S., G. L., W. H. and J. F. have sold to H. S. the manor of Draycott, with all messuages, lands and rights belonging, which manor was purchased by John Hodges, gentleman, deceased, grandfather of John and James H., of Sir James Fitzjames ; and all other hereditaments of J. and F. H., J. and M. H., G. S., etc., in Draycott, with all deeds concerning the premises. And James H. doth covenant that he and F. his wife, J. and M. H., G. S., etc., are lawful owners of the premises, and have full power to sell the same to H. S., and that the premises shall be discharged of all encumbrances, made by J. H., John Hodges his father, J. H., W. H. or J. F., except the rents due to the chief lord of the fee, and leases granted by John H., deceased, father of J. and J. H. (as follows) : of one ground called South Fieldes, parcel of the manor, now in the tenure of John Lye and Robert his brother,

whereupon the yearly rent of 18s. and certain money for heriots shall be due to H. S. ; of a close called Yeallowe Rush, now in the tenure of William Lockyer of Aishington and Robert Lye, to W. L., Fraunces his daughter and R. L. for the yearly rent of 13s. 4d. ; of a close of meadow called Weare close, now in the tenure of John Lye, and Robert son of William Lye, determinable upon the deceases of John Beaton, John Lye and Edith Lye for the yearly rent of 16s. ; of 12½a. of meadow in Draycott Meade and 1a. of meadow in Limmington Meade, now in the tenure of Barnard Gould, gentleman, for the lives of Johanne his wife and John and Robert Hodges her sons for the yearly rent of 36s. ; of a close of pasture called the Myther Draycott, now in the tenure of John son of William Lye late of Aishington, deceased, determinable upon the deceases of John and Elizabeth his sister for the yearly rent of 30s. ; of a close of meadow and pasture near the pound, now in the tenure of Barnard Gould, determinable upon the death of Marye, daughter of Thomas Hodges, deceased, for the yearly rent of 5s. ; two leases of a close of pasture called Popes lease, now in the tenure of Robert Pope, one for the lives of Robert and John his brother, and the other of the reversion after their decease to Robert Beaton of Poddemore Milton and Johanne and Katheryn his daughters for the yearly rent of 6s. 8d. ; of four closes of pasture called Chapple Hayes, now in the tenure of Robert Lye for the yearly rent of 14s. ; of one close of pasture called Hooke, now in the tenure of John Hunt, to John and Nicholas his brother for the yearly rent of 7s. 6d. and 20s. for heriots ; of a close of pasture called Robert Hodges leaze, now in the tenure of Lyonell Harrison of Preston, to Lyonell, Mellice his wife and Mary their daughter for the yearly rent of 21s. and 20s. for ' heryotts ' ; of a close of pasture now converted to arable called Hutchins, now in the tenure of Barnard Gould, and of the reversion of the said close on the death of Johanne his wife to John, William and Robert Lye, children of William Lye of Aishington, deceased, for the yearly rent of 16s. and 20s. for heriots ; of a close of pasture called Willshill, now in the tenure of Robert Chafye, and of the reversion of the said close unto Robert, John and Mary his children for the yearly rent of 23s. ; of three closes of meadow and pasture called Shurtwood,

now in the tenure of William Lokyer of Aishington, to him and Henry his son for the yearly rent of 28s. ; of a close of pasture called Hooke, now in the tenure of Thomas Hopkins, and one of the reversion of the close to George Sterr, determinable upon the deaths of John son of William Lye, Peter son of John Sterr and Christopher son of Robert Master for the yearly rent of 7s. 6d. ; of a dwelling house and little plot of ground, now in the tenure of Jane Lye, widow, with remainder to Elizabeth her daughter, and one of the reversion of the house to Robert Lye for the yearly rent of 12d. and a capon for a 'herryott' ; of a messuage with a garden and orchard, now in the tenure of John Slade, to John, Johanne his wife and John their son for the yearly rent of 12d. ; of a cottage and little plot of ground, now in the tenure of John Rogers *alias* Lokyer with remainder to John and Thomas his sons for the yearly rent of 12d. and a capon for 'heryott' ; and of a house and garden plot to William Bishop the elder.

And James Hodges covenants within the space of five years next ensuing, by fine or otherwise, to do all such things for the further assurance of the premises to H. S. as shall be devised by H. S., and J. H. warrants the premises to H. S. [And John Hodges, George Sterr, George Legg, William Harvey and James Fisher make the same covenants as James Hodges.]

303. *At Taunton, July 4, in the 14th year of James I., before Sir Francis Heale and Thomas Brereton, J.P.s, John Weekes desires :—*

This indenture made July 4, in the 14th year of James I., 1616, between John Weekes of Nynhead Flory, gentleman, and Thomas Warre of Taunton, esquire, witnesseth that Thomas, Bishop of Winchester, by indenture of October 13, 1612, did demise to J. W. his water 'mylles' called the 'towne mylles' in Taunton near unto the Castle of Taunton with suit of toll and grinding, and the water course running to the mills and all other profits belonging to them, to hold to J. W. for the lives of Anthony Weekes of Nynhead Flory, gentleman, Henry son of Henry Creedy of Sandford Arrundell, yeoman, and Susan daughter of George Strang *alias* Edwards, husbandman, for the yearly rent

of 27*l.* ; and whereas Thomas Norton, D.D., and the ' Deane and Chapter ' of Winchester by their deed of November 25, 1612, confirmed the grant ; these presents witness that J. W. for 320*l.* hath sold to T. W. the said mills and all his rights to them, to hold for the lives of Anthony Weekes, etc., paying unto the Bishop of Winchester such rents as J. W. ought to pay. And J. W. covenants that the premises shall be discharged of all encumbrances made by him.

304. *At Barrington, August 7, in the 14th year of James I., before Sir Thomas Phelips and Sir Robert Phelips, J.P.s, Henry Wyke desires :—*

This indenture made July 29, in the 14th year of James I., 1616, between Henry Wyke of Crewkerne, esquire, and Sir Francis Popham of Littlecott in Wiltshire, knight, witnesseth that H. W. for 2300*l.* hath sold to F. P. the manor of Nynehead Florey, with the capital messuage, and the rectory of the same, and all buildings, lands and rights belonging thereto, and all his other lands and rights in Nynehead Florey or Langford.

305. *At Bridgwater, October 17, in the 14th year of James I., before Edward Popham, J.P., Giles and William Gilbert desire :—*

This indenture made July 10, in the 14th year of James I., 1616, between Gyles Gilbert of Dunweare in Bridgwater, gentleman, and William his son ; and John Gilbert and Robert Jones of the same, gentlemen ; whereas John Brent of Cossington, esquire, by his deed of April 20, 1598, did demise to G. G., Mary his wife and William their son, that messuage called Madekyn Orchard *alias* Malken Orchard at Donwear in Bridgwater, then in the tenure of G. G. for the yearly rent of 41*s.* 10*d.*, witnesseth these presents that G. and W. G. for 100*l.* have sold to J. G. and R. J. the said messuage with its appurtenances ; to hold for the life of G. G., yielding the rents accustomed paid for the premises.

306. *At Chard, March 12, in the 14th year of James I., before Edward Popham and Robert Cuffe, J.P.s, Humphrey Quick desires :—*

This indenture made March 12, in the 14th year of James I.,



1616, between Humfry Quick of Westmuncion, gentleman, and Richard Warre of Hestercombe, esquire, witnesseth that H. Q. for 36*l.* hath sold to R. W. one messuage and one cottage annexed with their appurtenances containing 59*a.* of land, meadow and pasture, now or late in the tenure of John Tuthill ; one tenement containing 38*a.* of land, meadow and pasture, now in the tenure of John Yewe ; 5*a.* of land sometime parcel of the tenement of Edmund Bayne, deceased, and now in the tenure of John Yewe ; 2*a.* of meadow in the common meadow called Kitchams, late in the tenure of Humfrie Quick, gentleman, deceased, and now in that of John Yeawe, one cottage containing 4*a.*, now in the tenure of J. Yewe, one tenement containing 15*a.* of land, meadow and pasture, now in the tenure of John Long ; 3*a.* of arable land lately severed from the said tenement, and now in the tenure of Thomas Matthew ; one tenement containing 30*a.* of land, meadow and pasture, now in the tenure of William Rayer ; one cottage containing 5*a.* of land, meadow and pasture, now in the tenure of Petronell Fishe, widow ; one cottage now in the tenure of Nicholas Travers ; with all houses, lands and rights belonging to the premises, and all deeds concerning the same ; to hold of the chief lord of the fee by the rents accustomed.

And H. Q. doth covenant that he hath full power to sell the premises, and that he hath not made any estates of the premises except the following : of the tenements wherein John Yeoe now dwelleth to him, and Ann his wife, with reversion to William Edwardes for ninety-nine years if Marmaduke, John and Jane Edwardes his children shall live so long ; the 'coppie hould' estate of John Tuthill in the tenement wherein he now dwelleth,, and a lease in reversion to Roger Warre, deceased, and R. W. for ninety-nine years if John, Roger and Dorothy, children of John Tuthill, do live so long ; of the tenement of William Rayer, to him, Justine his wife and Humfrie son of Richard Longe of Overton ; of the tenement of John Long to him, Agas (? Agnes) his wife and Amy wife of Hercules Cade ; of the cottage of John Yeoe to him for ninety-nine years if Symon Steevens, Thomas Steevens and Elizabeth Harris do so long live ; of the cottage of Petronell Fishe to her for her widowhood and after to Richard Northam and Charitie his wife for ninety-nine years if they do.

so long live ; and of the 3a. of arable to Thomas Mathewe *alias* Procter for ninety-nine years ; and of the cottage sometime Travises now in the occupation of Robert Renoles, to him for ninety-nine years if Robert, Jane his wife and Robert his son shall so long live ; and that the premises shall be discharged of all encumbrances made by H. Q. or Humfrie Quick his father, deceased. (*Remainder of covenants and attorneys' names illegible.*)

307. *At Bridgwater, September 17, in the 14th year of James I., before Sir Nicholas Halswell, J.P., and Edward Wyke, clerk of the peace, John Baker alias Churchey desires :—*

This indenture made June 13, in the 14th year of James I., 1616, between John Baker *alias* Churchey, eldest son of John Baker *alias* Churchey of Nettlecombe, yeoman, and George his brother, witnesseth that J. B. for 20l. hath sold to G. B. the 'moytie' of all those lands in Evercreech, Lamyat, Stony Stratton and Chesterblade, which sometimes were the inheritance of James Fitzjames, esquire, and afterwards by purchase the lands of James Baker *alias* Stephens, late of Stogursey, deceased, and are or late were in the tenure of John Cary ; with all rights belonging to the premises and all deeds concerning the same ; to hold of the chief lord of the fee by the rents accustomed. And J. B. doth covenant to warrant G. B. in the premises, and to do all such things for the further assurance of the premises to G. B. as G. B. shall devise.

308. *At Wells, January 16, in the 14th year of James I., before Sir Thomas Bridges, J.P., and Christopher Browne, clerk of the peace, Thomas Warr of Taunton desires :—*

*This indenture is torn and illegible. It seems to concern a further sale of the Bishop of Winchester's grant of the Taunton mills. See Nos. 295 and 296.*

#### Roll XX.

308.<sup>1</sup> *At Ilchester, April 29, in the 15th year of James I., before William Swanton, J.P., and Christopher Browne, clerk of the peace, Humphrey Newman desires :—*

This indenture made December 31, in the 14th year of James I., 1616, between Humfrey Newman *alias* Evered of Quene

<sup>1</sup>There are two deeds numbered 308.

Camell, gentleman, and Robert Newman *alias* Evered, gentleman, his brother, witnesseth that H. N. for 38*ol.* hath sold to R. N. the rectory of Quene Camell and the farm called the Parsonage with the demesne lands belonging to the former and the tenth of grain and hay ; two tenements adjoining of the yearly rent of 15*l.*, parcel of the possessions of the late monastery of Cleeve ; with all houses, lands, rights and tithes belonging, in Quene Camell, as fully as the King by letters patent of December 10 in the 5th year of his reign unto Sir Roger Aston, knight, and John Grimesdicke did grant, and as they by indenture of December 14, 1607, did sell to H. N., the advowson of the parish church of Quene Camell excepted ; with all deeds concerning the premises. To hold to R. N. of the King as of his manor of East Greenwich in free socage, paying yearly 15*l.*, and all other services due from the premises.

And H. N. doth covenant that he is true owner of the premises, and that the premises shall remain to R. N. discharged of all encumbrances, except the said rent of 15*l.* ; and that he and Dorothe his wife will within the space of three years do all such things as shall be devised by R. N. by fine or otherwise for the better assurance of the premises to R. N.

309. *At Taunton, in the (date left blank) year of James I., before John Symes, J.P., William Courtenay desires :—*

This indenture made October 2, in the 15th year of James I., 1617, between Sir William Courtenay of Powderham in Devon, knight, and Francis Courtenay, esquire, his son and heir : and Simon Leach of Cadley in Devon, esquire, John Gupwell, Thomas Wakeman, and Thomas Flea of the city of Exon, 'marchaunt,' witnesseth that W. and F. C. for 2000*l.* have sold to S. L., etc. the manor of Beere and Burgh *juxta* Lamport, the manor of Butterleigh in Devon, with all messuages, lands and rights belonging in Beere, Burgh *juxta* Lamport, Burgh St. Michael, Saltmore, Ham and Gascoigne, Weare, Pytney, Hewish *juxta* Lamport and Westover in Somerset, and Butterleigh, Collompton, Silvertown and Powderham in Devon, which were the inheritance of James Courtenay of Cheriton Phittzpaine in Devon, esquire. Provided that if W. C. pay S. L., etc., 2200*l.* on October 7, 1618, in the

Guildhall of the city of Exon, he may re-enter the premises. And W. C. doth covenant that if he doth default in payment, the premises shall remain to S. L., etc., discharged of all encumbrances, except leases; and that he hath full power to sell the premises; and that after the default S. L., etc., may occupy the premises, and W. C. will deliver to them all the deeds concerning the premises; and before the said October 7 or during seven years next ensuing default in repayment, do all such things for the further assurance of the premises to S. L., etc., by fine or otherwise as S. L., etc., shall devise, and before the default such assurance shall be to the use of F. C. and after, to that of S. L., etc.; and until the default W. C. may take the rents of the premises.

310. *At Somerton, April 15, in the 17th year of James I., before Sir Edward Hext, J.P., Joseph Starr desires:—*

This indenture made March 25, in the 16th year of James I., 1619, between Joseph Starr of Yevell, 'lynnendraper,' and Henry Wyke of Crewkerne, gentleman, witnesseth that J. S. for 300*l.* hath sold to H. W. the moiety of the manor of Henley in Crewkerne, with all messuages, lands and rights belonging to the premises in Henley and Crewkerne, which J. S. lately had of the conveyance of H. W.

And J. S. doth covenant that he will acknowledge this present deed to be enrolled in the county of Somerset, or in some court of record at Westminster; and that the premises shall be discharged of all encumbrances made by him; and that within five years next ensuing he will do all such things as shall be devised by H. W. for the further assurance of the premises to H. W., by fine or otherwise.

#### Roll XXI.

311. *At Ilchester, April 17, in the 15th year of James I., before Sir Robert Phelipps, J.P., and Christopher Broune, clerk of the peace, Henry Hurding desires:—*

This indenture made April 13, in the 15th year of James I., 1617, between Henry Hurding of Longbreedy in Dorset, esquire, and Henry Hodges of Lufton, gentleman, witnesseth that

H. Hurding for 220*l.* hath sold to H. Hodges his manor of Martock Sayes and all messuages and lands, now in the several tenures of Thomas Gardner, William Gardner, Robert Dyer, Thomas Trent, Humfry Palmer, Alice Laver, widow, William Symonds, Thomas Parrett, John Bond, John Meaker in the right of Margery his wife, John Gould in the right of Mary his wife, Thomas Gould, William Napper, William Pulman, and Robert Ryce, in Martock Sayes and Longe Loade in the parish of Martock ; and all his other messuages and lands in Martock, with all deeds concerning the premises ; to hold of the chief lord of the fee by the rents accustomed. And H. Hurding doth covenant that he hath full power to sell the premises, discharged of all encumbrances, except leases for lives or years and the rents due to the chief lord of the fee ; and that within the space of one year next ensuing he will acknowledge one fine to H. Hodges of the premises as he shall devise.

Provided that if H. Hurding pay H. Hodges 220*l.* on April 20, 1618, in his dwelling-house at Lufton, then this indenture, and one bond of 400*l.* of the same date entered into by H. Hurding to H. Hodges for the performance of the same, shall be void, and the fine to be levied shall be to the use of H. Hurding who shall hold the premises till default be made of the repayment ; and within five years after such default H. Hurding shall do all such things for the further assurance of the premises to H. Hodges, as H. Hodges shall devise.

312. *At Taunton, July 25, in the 15th year of James I., before Thomas Brereton and William Capell, J.P.s, and Edward Wykes, clerk of the peace, Robert Phelipps desires :—*

This indenture made July 24, in the 15th year of James I., 1617, between Sir Robert Phelipps, of Mountague, knight, and John Barnard of Avington, cook, witnesseth that R. P. for a sum of money paid by J. B. to Sir Edward Phelipps, knight, Master of the Rolls, deceased, his father, hath sold to J. B. 2*a.* of arable land sometimes in the tenure of Lyonell Whitbie, parcel of the manor of Yeavill ; three yards thereof in the south field of Preston under Porteway next unto 'the greene walle' leading down unto the meadows, upon the east side of the wall, now in the tenure of the widow Gaylard, and in each side thereof Mr.

Walgraves land ; 3 yards in the ' midst ' furlong of the same field, near unto the brook, now or late in the tenure of Robert Bristowe, gentleman ;  $\frac{1}{2}a.$  in Knappe furlong in the west field of Preston, and on each side thereof Mr. Walgraves land ; with all rights belonging to the premises in Preston or Yeovill ; to hold to J. B. paying yearly to R. P. the rent of 2s. ; and if the rent be unpaid R. P. may distrain on the premises. And R. P. covenants that J. B. may peaceably possess the premises, discharged of all encumbrances.

313. *At Wells, January 17, in the 15th year of James I., before Robert Wright, and Gerard Wood, Doctors of Divinity, J.P.s, and Christopher Browne, clerk of the peace, Anthony Harvey desires :—*

This indenture made January 12, in the 15th year of James I., 1618, between Anthony Harvey of Wells, gentleman, and Edward Wykes of Wells, gentleman, and Jane his wife, witnesseth that A. H. for 160*l.* hath sold to E. and J. W. his manor of Eastreate ; one messuage with a garden, orchard and 44*a.* of land, meadow and pasture, now in the tenure of John Sheppard ; one messuage with a garden, orchard and 28*a.* of land, meadow and pasture, now in the tenure of Richard Hole ; one messuage with a garden, orchard and 40*a.* of land, meadow and pasture, now in the tenure of Margery Barnard, widow ; one messuage, garden and orchard and 26*a.* of land, meadow and pasture, now in the tenure of Stephen Burdham ; two houses in Glaston, and 40*a.* of land, meadow and pasture in the several tenures of Rafe Grice, John Grice, Frauncis Champion, John Champion, Elizabeth Hoskins, widow, Thomas Frye, Alice Walter, William Walter, William Champion, Thomasina West, Richard Illary, Edward Slade, John Walter, Robert Walter and Edith Clement ; with all his other messuages, lands and rights in Estreate, West Pennard and Glaston, and all deeds concerning the premises : to hold to E. and J. W. of the chief lord of the fee by the rents accustomed ; paying yearly to A. H. 8*l.* And A. H. doth covenant that he hath full power to sell the premises, which shall remain to E. W. discharged of all encumbrances, excepting a lease to Margery Barnard for ninety-nine years whereupon the yearly rent of 15*s.* 4*d.* shall be payable to E. W., grants by copy of court roll, and other

leases ; and that during the space of six years next ensuing he will do all such things for the better assuring of the premises to E. and J. W. by fine or otherwise as they shall devise.

314. *At Wells, January 17, in the 15th year of James I., before Dr. Robert Wright and Dr. Gerard Wood, J.P.s, Anthony Harvey desires :—*

This indenture made January 12, in the 15th year of James I., 1618, between Anthony Harvey and Edward and Jane Wykes (*as in No. 313*), witnesseth that A. H. for 160*l.* doth sell to E. and J. W. those messuages with gardens, orchards and lands belonging now in the tenure of John Shepparde, Richard Hole, Stephen Burdham and Margery Burnard, in Estreate in West Pennarde (*as in No. 313*), and two houses in Glaston with 40*a.* of land, meadow, and pasture in Estreate in the several tenures of Frauncis Champion, Elizabeth Hoskins, widow, Thomas Frye, William Champion, Thomasine West, Roger Clement, Edward Slade, John Walter, Robert Walter, William Walter and Edith Clement ; which premises are called the manor of Estreat ; to hold to E. and J. W. paying yearly to A. H. 8*l.* And A. H. will defend the premises to E. W. against all persons.

315. *At Witcombe, January 29, in the 15th year of James I., before Sir George Speake, J.P., John Lye, William Raymond, James Lokier, William Beaton, Edward Belly, John Read, Stephen Gaylerd, William Dawe and John Hucker desire :—*

This indenture made January 27, in the 15th year of James I., 1618, between John Lye of Lymyngton, yeoman, William Raymond of Ivelchester, gentleman, John Lokier of Ivelchester, mercer, William Beaton, Edward Belly, John Reade, Stephen Gaylerd, William Dawe and John Hucker of Ilchester, yeomen, Thomas Lovering of Northover, 'clarke,' and Tristram Lavereuce of Northover, yeoman : and Robert Lye of Mudford, yeoman, and John Roche of Yevell, gentleman ; witnesseth that J. L., etc., for 3*l.* 6*s.* 8*d.* have sold to R. L. and J. R. that close of pasture called Halfacre, containing 14*a.* now in the tenure of John Lye ; that close of pasture called Easter Winspooles containing 13*a.* now in the tenure of William Raymond ; one burgage containing

$\frac{1}{2}a.$  in Myll Lane now in the tenure of John Lokyer ;  $8a.$  and  $1yd.$  of arable land in the new Twenty Acres at Worthhill, now in the tenure of John Lokyer ; one close of pasture called the Wester Winspooles containing  $10a.$  in the tenure of John Lokyer ; one close of meadow called Twenty Acres containing  $20a.$  now in the tenure of William Beaton and John Lokyer ; one messuage and  $32a.$  of land, meadow and pasture now in the tenure of Edward Belly ; one close of pasture called Tuckerslease containing  $12a.$  now in the tenure of John Reade ;  $5a.$  of arable land at a place called the inner or lower land now in the tenure of Stephen Gaylard ;  $3a.$  of arable land in the same place now in the tenure of William Dawe ;  $3a.$  of arable land in Worthhill now in the tenure of John Hucker ; one close of pasture called Cole Plott Meade containing  $2a.$  now in the tenure of Thomas Lovering ; all in Ilchester, and  $3a.$  and  $1yd.$  of arable land in divers places in the 'comon feelds' of Northover now in the tenure of Tristram Lavereuce ; with all easements belonging to the premises, which were late parcel of the lands of William Hodges, late of the Friary in Ilchester, deceased, and were lately purchased of William Hodges of Speckington, esquire.

316. *At Taunton, July 8, in the 16th year of James I., before Sir Robert Phelipps, J.P., Humfrey Bult desires :—*

This indenture made March 20, in the 15th year of James I., 1618, between Humfrie Bult of Westmoncton, yeoman, and Nicholas Bult of the same, yeoman, witnesseth that H. B. for 600*l.* doth sell to N. B. two messuages with all lands belonging in Hide in West Moncton, and all deeds concerning the premises ; to hold of the chief lord of the fee by the rents accustomed.

And H. B. doth covenant that he hath full power to sell the premises ; and that N. B. may occupy the premises, discharged of all encumbrances ; and that he will do all such things as shall be devised by N. B. by fine or otherwise for the further assurance of the premises to N. B. And one fine of the premises is already acknowledged by H. B. and Joane his wife to the use of N. B. And H. B. hath appointed George Blanchflower and Lawrence Musgrove his attornies to give possession of the premises to N. B.



317. *At Ilchester, April 14, in the 16th year of James I., before Thomas Southworth, J.P., and Edward Wykes, clerk of the peace, John Robins desires :—*

This indenture made March 20, in the 15th year of James I., 1618, between John Robins *alias* Robenson of Bedmyster, yeoman : and Robert Collins of Chelworth, yeoman, and Edward Collins of Newton Sayntlowe, yeoman, witnesseth that J. R. for 100*l.* doth sell to R. and E. C. two cottages and gardens in East Streete in Bedmister, and 10*a.* of land, meadow and pasture belonging, late in the occupation of John Robins *alias* Robenson, deceased, and now in that of J. R. ; that cottage and garden plot thereunto adjoining containing 3*ro.* ; 2*a.* of arable land in the north field late in the occupation of Alice Taylor, widow, and Henry Wallbanck, late parcel of the ' coppiehold ' lands of the manor of Bedmister ; that close of pasture at Perryhill containing 1½*a.* late parcel of the demesnes of the manor, late in the occupation of Henry Nevill, esquire ; 15*a.* of land, meadow and pasture late in the occupation of John Robins, deceased, viz. 4*a.* of meadow called Greene Waye, 3*a.* of pasture called Wedmore, 5*a.* and 1*r.* of arable land in Knowlefeeld and 1*a.* in Knowle in a place called Coxe Meade ; four closes of pasture adjoining together being heretofore ' woddy ' ground in Longaishton, abutting upon a wood sometime of John Kenn, esquire, on the east, and a wood sometime of John Basset on the west ; 3*yds.* of arable land in Dondrye, late in the tenure of John Weekes *alias* Collins ; one close of arable land in or nigh the north field of Bedmister at Perryhill ; with all houses, lands and rights belonging to the premises and all other lands which descended to J. R. from J. Robins, deceased. And J. R. warrants the premises to R. and E. C.

318. *At Wells, April 25, in the 16th year of James I., before Dr. Gerard Wood, J.P., William Brooke desires :—*

This indenture made April 14, in the 16th year of James I., 1618, between William Brooke of Shepton Mallett, yeoman, and Joseph Bythesea of Ham in Pulton *alias* Pilton, yeoman, witnesseth that W. B. for 100*l.* doth sell to J. B. that messuage in Shepton Mallett called Norton's Tenement and all lands belong-

ing ; that close of land, meadow or pasture called St. Edmund's close ; the tenements in Shepton Mallett now in the several tenures of William, Elizabeth, Agnes and John Brooke, John Mullens, Stephen Winsor, Arthur Whiting, John Masters, Edward Cooke, Roger Abbott, Sara Jorden, Richard Pewe, John Davies, John Evans, William Evans, Matthias Webbe, Thomas Millward, Lettice Wornell, Thomas Marchaunt, Thomas Huntley, John Blannen, John Mopson, John Hockaday, Edward Hill, Henry Plumer, Robert Towerman, Henry Howell, John Dennis, Richard Jones and Joseph Bythessea, with all rights belonging, and all his other messuages and rights in Shepton Mallett, with all deeds concerning the premises ; to hold of the King as of his manor of Bulceford in free socage. And W. B. doth covenant that he has full power to sell the premises ; and that the premises shall remain to J. B. discharged of all encumbrances, except the leases in a schedule annexed ; and that he and Christian his wife will do all such things for the better assurance of the premises to J. B. by fine or otherwise as shall be devised by J. B. And whereas John Brooke, brother of W. B., standeth bound to W. B. in 200*l.* for the performance of a writing dated August 7, 1607, W. B. covenants to suffer J. B. to commence any action upon any breach of the bond ; and W. B. will not make void the bond without the consent of J. B.

Schedule of the estates to be excepted :—

One cottage and 8*a.* of land, meadow and pasture granted to Agnes Brooke, widow, for life for the yearly rent of 5*s.* The same tenement with 11½*a.* of land, meadow and pasture granted to John Brooke, August 7, 1607, on certain terms for the yearly rent of 6*s.* 8*d.* One close of meadow containing 1*a.* granted unto Richard Pewe, for the lives of Edward, John and Eleanor Pewe for the yearly rent of 12*d.* One tenement newly builded, with a garden, orchard, 1½*a.* of arable land and one dole upon Mendipp to John Mullens for life at 3*s.* 4*d.* The reversion of the same to John Mullens for thirty-one years at 3*s.* 4*d.* One house new built with a backside containing ½*a.* to Stephen Winsor, Joane his wife and John their son, for their lives at 3*s.* 4*d.* One little close containing ½*a.* to Arthur Whiting, Joane his wife and William their son for their lives, at 5*s.* 4*d.* One house and garden to John Masters, Julian

his wife and Edward their son, for their lives at 3s. 4d. One cottage to John Masters for the lives of John, Eleoner and Samuell Masters at 1s. 6d. One cottage to Edward Cooke, Johane his wife and Robert their son, for their lives at 2s. 6d. One cottage to Roger Abbott, Ustice his wife and William their son for their lives at 2s. One cottage with a garden and barton to Alice Jorden, and Sara and Christian her daughters for their lives at 3s. 1a. of arable land to John Davies for the lives of Joseph, Robert and Mary Davies at 4d. One cottage and  $\frac{1}{2}$ a. of ground to Robert Towerman and Margaret his wife for seventy years at 1d. 3a. of arable land in Tadley to John Evans for the lives of John, Thomas and William Evans at 1s. 8d. 2a. of arable land in Tadley to John Evans, and John and John his sons for their lives at 1s. 4d. ; 2a. of arable land at Longefurlong to William Evans, John Evans and Elizabeth James for their lives at 6d. 3a. of arable land in Huish to Methuselah Brooke for the lives of Methushelah, Robert and Richard Brooke at 12d. One close called Saynt Edmunds close and one piece of ground containing  $\frac{1}{2}$  a yard in Millards close to John Evans for the lives of John, and John and John his sons at 5s. 4d. One close called Nunckle (?) containing 1a. to Edward Hill, Dorothie his wife and Robert their son, for their lives at 12d. 1a. of arable land to Ambrose Kelly, for the lives of Ambrose Kelly and Andrew and Eleoner Davy at 6d. One close of meadow containing  $1\frac{1}{2}$ a. to Thomas and George Millward, for their lives at 18d. The same to Thomas Millward and George his son in reversion for twenty-one years at 18d. One cottage and garden to Lettice Wurnell, widow, and Elizabeth her daughter for their lives at 3s. 4d. One cottage and garden to Thomas Marchaunt, Eleoner his wife and Thomas their son for their lives at 12d. One cottage and garden to John Blannen, Johane his wife and Thomas their son for their lives at 2s. 6d., whereof part is surrendered to William Brooke. One cottage with a garden and orchard containing  $\frac{1}{2}$ a. and 2a. of arable land to William Mopson and John his son for their lives at 6s. 8d. 1a. at Woottons Meade to John Hockady, Margaret his wife and Mary Marshe for their lives at 8d. One cottage and little plot of ground to Richard and Flower Jones and Henry their son for their lives at 8d. 1a. of land and meadow called

Strapp acre to Matthias Webbe, for the lives of Matthias and Stephen Webbe and John Dampier at 4*d.* 1*a.* of arable land to John Dennis, and Thomas and John Boles for their lives at 1*d.* Two half acres of arable land and 3*yds.* of meadow to Henry Howell, for the lives of George, Thomas and Henry Howell the younger at 2*d.*

319. *At Bridgwater, September 16, in the 16th year of James I., before Thomas Sowthworth, J.P., John Bande desires :—*

This indenture made June 21, in the 16th year of James I., 1618, between John Bande of Eastebrente, yeoman, and John Crossman of the same, husbandman, witnesseth that J. B. for 30*l.* hath confirmed to J. C. that close of land, meadow or pasture called Byttam containing 11*a.* in Eastebrent, in the tenure of Joell Band, brother of J. B., with all rights belonging to, and all deeds concerning, the premises, to hold of the chief lord of the fee by the rents accustomed. And J. B. doth covenant that he hath full power to sell the premises, and that the premises shall remain to J. C. discharged of all encumbrances, except one estate of the premises made to J. B. by William Bande his father; and that within the space of seven years he will do all such acts for the further assuring of the premises to J. C. by fine or otherwise as shall be devised by J. C. And J. B. hath appointed Robert Crossman and John Tuckey his attorneys to give possession of the premises to J. C. Provided that if J. B. pay J. C. 30*l.* on September 29, 1622, in the south porch of the parish church of East Brent, then this indenture shall be void, and J. C. shall redeliver to J. B. the conveyance of the premises dated September 14, 1598, made to J. B. by John Wragge of Bristol, gentleman, and Ursula his wife, Lewis Symour of Chewton, yeoman, and Agnes his wife, and William Dinghurst of Southbrent, yeoman, and Joane his wife.

320. *At Witcombe, July 14, in the 16th year of James I., before Sir George Speke, J.P., and Christopher Browne, clerk of the peace, George Beaton desires :—*

This indenture made June 30, in the 16th year of James I., 1618, between George Beaton of Rympton, yeoman, and John

Parham of Pointington, esquire : whereas Sir Edward Parham of Pointington and the Lady Bridget his wife did convey to Roger Popley, gentleman, and John Beaton of Chilton Cantelo, yeoman, and to the heirs of Roger, that great close of pasture called West Meade containing 22*a.* in Chilton Cantelo, bounded in the north with a millstream, in the south with ' the comon ryver ' and in the east with a close of pasture containing 7*a.* lately parcel of West Meade, which closes were then in the occupation of William Beaton and before in that of William Whitbye ; to the use of Sir Edward and his wife and their heirs, and that Sir E. P. should pay out of the premises to John Bush the yearly rent of 30*l.*, and that in default of such payment the fine should be to the use of John Bush.

And whereas J. B. being seised of the rent did by indenture of April 4, 1614, sell the same to W. B. with the deeds concerning the premises ; witnesseth this indenture that G. B. for 300*l.* hath sold to J. P. the said rent of 30*l.* and the deeds concerning the premises. And G. B. doth covenant that he hath full power to sell the said rent, and that J. P. may hold the same discharged of all encumbrances.

321. *At Ilchester, April 14, in the 16th year of James I., before Christopher Preston and James Bysse, J.P.s, William Michell desires :—*

This indenture made February 23, in the 15th year of James I., 1618, between William Michell of Bridport in Dorset, gentleman, and Henry Wike of Crewkerne, gentleman, witnesseth that W. M. for 600*l.* hath sold to H. W. the ' moyety ' of the manor of Henlye in Crewkerne and of all messuages, lands and rights belonging, or in Crewkerne and in Henly which W. M. lately had of the conveyance of H. W.

And W. M. doth covenant that he will acknowledge this present deed to be enrolled ; and that the premises shall continue to H. W. discharged of all encumbrances ; and that during the space of five years he will do all such things as shall be devised by H. W. for the further assurance of the premises to H. W. by fine or otherwise.

322. *At Bridgwater, September 16, in the 16th year of James I., before Sir Edward Hext and Thomas Southworth, J.P.s, Robert Phelipps desires :—*

This indenture made September 16, in the 16th year of James I., 1618, between Sir Robert Phelipps of Mountague, knight, and Henry Brayne of Evell, 'lynnendraper,' witnesseth that R. P. for 70*l.* hath sold to H. B. three messuages in the 'burroughe of Evell in the highe streete' there, with all buildings and rights belonging, which were lately in the tenure of Tamizyne Phelipps, widow, except all void ground in the streets of the town lying before the said messuages, to hold to H. B. paying yearly to R. P. 36*s.* 4*d.*, and in default R. P. to have the right to distrain on the premises. And R. P. doth covenant that H. B. may occupy the premises, discharged of all encumbrances.

323. *At Bridgwater, September 16, in the 16th year of James I., before Robert Cuffe, J.P., Andrew Parsons, Margery his wife and Elizabeth Cheeke desire :—*

This indenture made September 15, in the 16th year of James I., 1618, between Andrew Parsons of West Camell, yeoman, Margerie his wife, and Elizabeth Cheeke her sister; and John Cox of Yvelton, gentleman, and Nicholas Gullye of Orgishie (?), yeoman, witnesseth that A. and M. P. and E. C. for 5*l.* have sold to J. C. and N. G. that capital messuage called Slow Courte Farme with all the lands belonging, in Abbatts Camell *alias* West Camell, Dounhed and Puddimore Milton, which now are or late were in the tenure of A. P.; that tenement in West Camell and Dounhead also in the tenure of A. P.; two messuages and the lands belonging in Queene Camell *alias* East Camell, sometime in the tenure of John Davidge the elder, and now in that of A. and M. P. and E. C.; two messuages with the lands belonging, now in the tenure of Johan Hebdich, widow; that messuage and all lands belonging now in the tenure of William Hockey; that messuage and the lands belonging in the tenures of Thomas Sampson and Richard his brother; that messuage with all the lands belonging in the tenure of John Honicott; that messuage and the lands belonging in the tenure of William Watts *alias* Oldys; all in Queene Camell; with all other messuages, lands and rights belonging to

A. and M. P. and E. C. in West Camell, Dounehead, Pudemore Milton and Queene Camell.

324. *At Crewkerne, March 20, in the 16th year of James I., before John Merrifield, J.P., Lady Jane Phellips desires :—*

This indenture made March 18, in the 16th year of James I., 1619, between Dame Jane Phelips, widow, late the wife of Sir Thomas Phelips, knight, deceased : and Thomas Gawen of Hurcott in Wiltshire, esquire, George Tettershall of Stapleford in Wiltshire, esquire, and John Ellis of Hasellborough Bryant in Dorset, gentleman ; whereas J. P. by her deed of January 20 last, demised to Thomas Phelyps of Barrington, esquire, the ‘ moytie ’ of the capital messuage of Barrington, and of the garden, grove, courts, stables, mill-houses, and pigeon-house belonging, which were lately devised to her by the will of Sir Thomas Phelyps, the lawn before the house containing 35*a.*, one close next to the East gate containing 10*a.* and one great close called the Higher Burrowes containing 22*a.*, the lawn next unto Faunce Weare containing 16*a.* ; three closes called the Paddocks containing 14*a.* ; the meadow next unto Lakedeep containing 10*a.* ; the closes called Shilfurlonge, Batty acre and Bicknells Burrowes containing 10*a.* ; the rectory of Chiltern Domer, and all lands and rights belonging thereto, and all her other lands and rights in Barrington and Chiltorn Domer and elsewhere in Somerset, and wood to be taken from the forest of Roche *alias* Neroche, to hold to Thomas and his executors for seventy years if J. P. live so long, paying yearly to J. P. 190*l.* at the dwelling-house of Thomas Muttelberrie, esquire, in Jordens ; and if the rent be in default J. P. may repossess the premises : witnesseth now this indenture that J. P. for a competent sum hath sold to T. G., G. T. and J. E. the said premises and yearly rent, to hold for the term of her life.

325. *At Taunton, July 21, in the 17th year of James I., before Sir Nicholas Halswell and Christopher Preston, J.P.s, Thomas Greenslade desires :—*

This indenture made March 29, in the 16th year of James I., 1619, between Thomas Greenslade of Kinges Brompton, husbandman, and John Sydenham of Skilgate, gentleman, witnesseth that T. G. for 180*l.* hath sold to J. S. his messuages and lands in

Kings Brompton, except the house, garden and  $\frac{1}{2}a.$  of land in the tenure of John Briaunt and Alice his wife in the right of Alice, which sometimes belonged to Henry Hughes, of Cutcombe, deceased, with all deeds concerning the premises.

And T. G. doth covenant that he hath full power to sell the premises ; and that the premises shall remain to J. S. discharged of all incumbrances, the rents due to the chief lord of the fee excepted ; and that T. G. and Isolta his wife will do all such things for the better assurance of the premises to J. S. as shall be devised by J. S.

326. *At Bedminster, October 9, in the 16th year of James I., before Sir Thomas Bridges, J.P., and Edward Wykes, clerk of the peace, Edward Popham and Matthew Haviland desire :—*

This indenture made October 3, in the 16th year of James I., 1618, between Edward Popham of Huntworthie, esquire, and Matthew Havyland of Bristol, merchant, of the first part, Sir Henry Wallop of Farleegh Wallop in Southamptonshire, knight, John Windham, esquire, son and heir apparent of Sir John Windham of Orchard Windham, knight, and William Ceely of Huntham in North Curry, gentleman, of the second part ; and Dame Anne Portman, widow, late the wife of Sir John Portman, knight and baronet, deceased, of the third part : witnesseth that E. P. and M. H. for 2600*l.* paid by A. P. whereof 2000*l.* to M. H. in satisfaction of all sums of money due to M. H. from E. P. by an indenture of September 16, 1615, and 600*l.* to E. P., have sold to H. W., J. W., and W. C. the capital messuage of Wellow, with all buildings belonging thereto ; that close of land and pasture called Prestweeke containing 15*a.* sometime in the tenure of Walter Crowch of Wellow, esquire ; that parcel of pasture ground in the Coniger of Wellow called Hemphay, containing 1*a.* ; that close of land called Lowe Meade containing 2*a.*, that close of meadow called Tidemead containing 3*a.* ; that close of meadow called Woodemead containing 2 $\frac{1}{2}$ *a.* ; that close of meadow called Wearemead containing 2*a.* ; that close of meadow and the hop yard adjoining called Hamptons Meade and Carmydines containing 6*a.* ; that close of meadow called Stowemead containing 12*a.* ; that close of meadow called Burlemead containing 2*a.* ; that



close of meadow called Raggmeade, late parcel of certain grounds called Arthers Meades or Arthers Cleeves, and now inclosed from the same, containing 5*a.* ; that close of land called Arthers Meades containing 14*a.*, and all woods thereon ; that close of ground called Cleeves *alias* Coles Cleeves, containing 32*a.* and all woods thereon ; that ground called Underdowne containing 20*a.*, one parcel of land called the Conditthead, with one close of land called Stephens Parrock containing 1½*a.*, that ground called Horsecroft containing 20*a.*, that wood called Hanclyffe Woodes containing 12*a.* ; that wood called Prestweeke grove containing 5*a.* and pasture for two ' kyne ' at such times of the year as have been accustomed in a ground called Youstece ; that arable land in the common fields of Wellow and the pasture lately inclosed out of the same containing 100*a.* ; those lands in Henton called Rackclose, Sidhills, Stenbridge, Sheephousemeade, with three groves called Lewkston *alias* Tuckston, Hanging Grove, and Scowsbanck *alias* Scottichbanck, all which premises were lately in the occupation of Walter Crowch and are now in that of E. P., and are in the parishes of Wellow, Philippes Norton and Henton *alias* Charterhowse Henton ; that messuage in Wellow now or sometimes in the possession of John Springett, his wife and daughter, under the yearly rent of 33*s.* 4*d.*, late parcel of the possessions of the late Lord Hungerford and sometime in the tenure of John Osborne, deceased ; that close of pasture in Henton called Pullhill ' iuxter ' Heymersmeade containing 16*a.* in the tenure of E. P., and such all lands belonging to the manor and rectory of Wellow, as were conveyed by Walter Crowch, William Wright, John Burge, and John Flower to Alexander Popham, esquire, deceased, father of E. P. ; the advowson of the church of Wellowe, and all houses, lands and rights belonging to the premises, or belonging to E. P. in Wellowe, Philippes Norton and Henton, and all deeds concerning the premises, to hold to H. W., J. W., and W. C.

And E. P. doth covenant that he and M. H. will before the feast of St. Andrew next ensuing levy one fine unto H. W., J. W. and W. C. of the premises ; and that he hath full power to sell the premises ; and that J. W., H. W., and W. C. may hold the premises discharged of all encumbrances, except the estate of

John Springett, and the grant of Pullhill to George Bull and two others for term of their lives for the yearly rent of 13s. 4d.; and that he will do all such things for the better assuring of the premises to J. W., H. W., and W. C. by fine or otherwise, as they shall devise; and M. H. covenants that J. W., H. W., and W. C. may hold the premises discharged of all encumbrances made by him, except one lease for five years made to E. P. And J. W., H. W., and W. C. covenant that A. P. shall receive the issues of the premises, according to the trust in them put by A. P.; and that at the request of A. P. they will convey the premises to her, or to such persons as she may appoint.

327. *At Bedminster, October 9, in the 16th year of James I., before Sir Thomas Bridges, J.P., John Flower, William Wright and John Bridges desire:—*

This indenture made August 12, in the 16th year of James I., 1618, between John Flower of Batheampton, yeoman, William Wright of Charterhouse Henton, yeoman, and John Burge of Phillips Norton, yeoman: and Edward Popham of Wellow, esquire, witnesseth that J. F., W. W., and J. B. for 330*l.* paid to J. F. have sold to E. P. those messuages and lands in Henton called Rackclose, Sydhills, Stenbridge and Sheephouse Meade, with three groves called Tewkston *alias* Tuckston, Hangingrove and Scutsbanck *alias* Scottishbanck, in Charterhouse Henton, with all messuages, lands and rights belonging, and all deeds concerning the premises: to hold of the chief lord of the fee by the rents accustomed. And J. F., W. W., and J. B. covenant that they are seized of the premises which were conveyed to them by indenture of February 10, 1615, from George Whitmore of London, esquire; and that E. P. may occupy the premises, discharged of all encumbrances made by them; and that they will do all such things for the better assurance of the premises to E. P. by fine or otherwise as shall be devised by E. P.

328. *At Wells, October 25, in the 16th year of James I., before Dr. Gerard Wood, J.P., Henry Hipplesey and Anthony Allen desire:—*

This indenture made October 23, in the 16th year of James I., 1618, between Henry Hipplesey of Shepton Mallett, gentleman,

and Antony Allen of Leigh, clothier: and Richard Hipplesley of Whitnell in Emborough, yeoman, and Elenor Lane of Whitnell, widow, witnesseth that H. H. and A. A. for 33*4*l. paid to them by R. H. have sold to R. H. and E. L. that 'water gryste myll called Yeelinge Mill' in Shepton Mallett with all rights belonging; one messuage and the lands belonging in Downside in Shepton Mallett called Braddens, now or late in the tenure of Richard Bradden; one new erected cottage upon the same premises, now in the possession of Thomas Hodges; two closes of meadow and pasture called Greatehills and Greate Meade, and one toft adjoining; two doles upon Mendippe, one upon the north side of the mill, the other on the west of the Beacon and bounding upon the Forse Waye; with all woods upon the premises, which were late belonging to the messuage called Homehouse, and all rights belonging to the premises, excepting reserved to H. H. and A. A. one little cottage and a close of pasture containing 1*a*. now in the possession of Thomas Littman, taken out of Braddens, and one little plot of ground wherein is one little spring to be inclosed at the cost of H. H., being parcel of Homehouse; also that capital messuage called Homehouse in Shepton Mallett, with all houses, lands, and rights belonging. And H. H. and A. A. warrant the premises to R. H. and E. L.

329. *At Mells, January 4, in the 16th year of James I., before Sir John Horner, J.P., William Longe and Eleanor Long desire:—*

This indenture made December 16, in the 16th year of James I., 1618, between William Longe of Stratton, gentleman. and Eleanor Longe of Stratton, widow, his mother: and Sir James Ley, knight, his majesty's Attorney of the Court of Wards and Liveries, witnesseth that W. L. and E. L. for 120*l*. have sold to J. L. two messuages; two mills called Lullingtons mills now or late in the tenure of John Iles; that close of meadow called Rackhams containing 2*a*.; two parrocks of meadow containing 3*a*.; one parrocke of meadow containing 1*a*.; 2*a*. of meadow in a meadow called Aller; 9*a*. of arable land in the common fields of Lullington; which premises are in Nether-ton, Beckington and Lullington, and now or late in the tenure of John Iles; with all messuages and rights belonging to the

premises, all the other lands of W. L. and E. L. in Netherton, Beckington and Lullington, and all deeds concerning the premises. And W. L. and E. L. covenant that all fines of the premises made by W. L., Mary his wife and E. L. shall be to the use of J. L.

330. *At Wrington, March 17, in the 17th year of James I., before William Capell, J.P., Philip Jones desires :—*

This indenture made February 21, in the 17th year of James I., 1620, between Philipp Jones of Wyke St. Lawrence, 'taylor,' and Joseph Rattle of Over Langford in Churchill, esquire, witnesseth that P. J. for a competent sum of money hath sold to J. R. that part of that messuage and lands at Stocke in Churchill, now in the tenure of William Meades the elder and Johan Squier, widow, late the tenement of Richard Jones, deceased, father of P. J. and now that of P. J., with all lands and rights belonging to, and all deeds concerning the premises, and all the other lands of P. J. in Churchill. And P. J. covenants that he hath full power to sell the premises, which shall remain to J. R., discharged of all incumbrances, one grant of the premises to William Meades and Johan Squier for their lives, and the title of dower of Johan Gare, mother of P. J. excepted. And P. J. warrants J. R. in the premises.

331. *At Wrington, March 7, in the 17th year of James I., before William Capell, J.P., Edmund Kenn and Joseph Latch desire :—*

This indenture made February 28, in the 17th year of James I., 1620, between Edmund Kenn of Burrington, gentleman, and Joseph Latche of Brodfieldes Downe in Wrington, yeoman : and Joseph Rattle of Over Langford in Churchill, esquire, witnesseth that E. K. and J. L. for a competent sum of money, have sold to J. R. that cottage in Over Langford adjoining to the highway side, with an orchard and backside, now in the tenure of Johan Hort, widow, and all lands belonging thereto in Over Langford, Lower Langford, Stocke and Churchill, containing 4a. ; 1a. of land or pasture in Aishfurlong lane in Over Langford late belonging to a tenement now in the tenure of Walter Castle ; all which premises are now in the tenure of Johan Hort, for term

of her life or her widowhood from E. K. by copy of court roll of his manor of Whatley *alias* Whatmans Brent.

And E. K. doth covenant that he hath full power to sell the premises to J. R., and that the premises shall remain to J. R. discharged of all encumbrances, except the rents due to the chief lord of the fee, the estate of Johan Hort, and the estate of Johan, wife of Samuell Edgell for term of her life by copy of court roll; and that during the space of five years he will do all such things for the better assurance of the premises to J. R. by fine or otherwise as shall be devised by J. R.

332. *At Ilchester, April 25 in the 18th year of James I., before Matthew Ewens and Thomas Southworth, J.P.s, and Christopher Browne, clerk of the peace, William Rosewell desires :—*

This indenture made April 24, in the 18th year of James I., 1620, between William Rosewell of Dunkerton, gentleman, and Sir Amyas Bampfylde of Poltymore in Devon, knight, witnesseth that W. R. for 50*l.* hath sold to A. B. that piece of land which anciently was pasture ground and within the space of twenty years was converted to a hop-yard or hop-garden, containing 2½*a.* and is now again converted to pasture and was lately in the possession of William Rosewell, deceased, father of W. R., and of W. R. in Cridlingcott *alias* Crudlingcott *alias* Credlingcott in Camerton, and was part of the manor of Cridlingcott, which was esteemed part of the lands of John Stawell and Richard Bampfylde, esquires, deceased; with such paths as W. R. had to and from the premises through a close of arable land called Stonedge and a close of meadow called the Somerleaze, being the lands of A. B. in Cridlingcott, now in the tenure of Thomas Milborne, with all rights belonging to the premises, and all the other lands of W. R. in Cridlingcott, to hold of the chief lord of the fee by the rents accustomed. And W. R. warrants the premises to A. B.

333. *At Ilchester, April 26, in the 18th year of James I., before John Merefield, J.P., John Hodges desires :—*

This indenture made April 20, in the 18th year of James I., 1620, between John Hodges of Lymington, gentleman, and George Legge of Wambrooke in Dorset, gentleman, witnesseth

that J. H. for 55*l.* hath sold to G. L. those messuages, lands and rights in South Petherton which were the inheritance of John Kingman, deceased, father of Elizabeth Hodges, widow, deceased, mother of J. H. and which now are or lately were in the several tenures of James Glover, John Pytcher, John Porker, Thomas Porker, Thomas Pyttard, John Barrett, and Christopher Chick in the right of Johan his wife: to hold of the chief lord of the fee by the rents accustomed; with all deeds concerning the premises. And J. H. doth covenant that he is lawfully seised of the premises and that G. L. may peaceably hold them, discharged of all encumbrances except leases.

334. *At Cannington, April 18, in the 18th year of James I., before Edward Rogers, J.P., and Edward Wykes, clerk of the peace, Richard Warre desires:—*

This indenture made December 30, in the 17th year of James I., 1619, between Richard Warre of Hestercome, esquire, and Sir Frauncis Hele of Cannington, knight, witnesseth that R. W. for 705*l.* hath sold to F. H. his manor of Middlezoye in the parish of Middlezoye, with all houses, lands and rights belonging, and all deeds concerning the premises. And R. W. doth covenant that he hath full power to sell the premises to F. H.; provided that if R. W. do pay F. H. in his house called Halswell 130*l.* on June 30 next, [and so on, twice a year, each instalment being 5*l.* less, till the whole 705*l.* is repaid], that then these indentures shall be void, but if R. W. make default of the payment, then F. H. shall hold the premises, discharged of all incumbrances, except leases, and R. W. shall do all such things for the better assurance of the premises to F. H. by fine or otherwise as shall be devised by F. H.; and R. W. shall receive the rents of the premises till he make default in repayment.

335. *At Charterhouse Hidon, September 6, in the 18th year of James I., before Sir Edward Rodney, J.P., and Christopher Browne, clerk of the peace, John Maye desires:—*

This indenture made August 30, in the 18th year of James I., 1620, between John Maye of Charterhouse Heydon, esquire, Anne his wife and John Ayleworth of London, gentleman: and James Jeffery of Axbridge, gentleman, witnesseth that J. and A. M.

and J. A. to the intent that J. J. may be made tenant of the free hold of the premises hereafter mentioned, and that thereupon a common recovery may be had, and for 40s. have sold to J. J. that messuage or inn called the George in the south side of the high street in Wells with all buildings and lands belonging, and that room or place adjoining in the tenure of William Bull which was sometimes parcel of the George, and is now separated and made into the shop of William Bull; one messuage sometimes used as an inn and then called the Sarzins Heade in Wells, now in the tenure of Thomas Jenkins, gentleman, with two closes of meadow containing 5a. in the backside of the same; one messuage in Wells in the south side of the 'high streete,' now in the tenure of William Bull; one messuage in Sadler Streete in Wells now in the tenure of Robert Thomas; one messuage in the same street now in the tenure of Ismael Barnes; one messuage in the same street sometime in the tenure of Richard Callington and now in that of Edward Sallmon; one messuage in the same street in the use of Peter Sandford; nine messuages in Wells in the several tenures of Richard Rigge, Roger Loxton, James Tompson, Hugh Erbury, James Forte, Phillipp Colles, Nicholas Clunn, John Horledge and Robert Allen; to hold to J. J. for the life of A. M. Provided that if J. J. do not pay J. and A. M. and J. A. 2000*l.* upon the feast of the Birth of our Lord next ensuing, then this sale shall be void; and until such payment be made J. and A. M. and J. A. shall hold the premises to their own use.

### Roll XXII.

336. *At Bridgwater, September 22 in the 18th year of James I., before Hugh Pyne and Robert Cuffe, J.P.s, and Christopher Browne, clerk of the peace, Simon Courte desires:—*

This indenture made September 22, in the 18th year of James I., 1620, between Simon Courte of Bridgwater, esquire, and William Ceely, son and heir apparent of William Ceely of Huntsham in North Curry, gentleman, witnesseth that S. C. for 230*l.* paid to him by W. C. the father on behalf of W. C. the son hath sold to W. C. that capital messuage call Hunsham in

North Curry with all houses, lands and rights belonging ; that messuage called Huckers house in Hunsham with its appurtenances ; that close of meadow or pasture called Southclose containing 5*a.* ; 1*a.* of meadow near the end of Southclose ; one close of pasture called Ham (?) containing 5*a.* ; one close of pasture called Northclose containing 5*a.* ; three closes of meadow called Haston moor adjoining to Sedgmore, near Ham close, containing 9*a.* ; one close of pasture called Huckars backside containing 2*a.* ; 1*a.* of mead near a close called Bathe ; 2*a.* of arable land in several pieces in the common field called Longdowne ; 3*a.* of arable land in five several pieces in the common field called Layefield near Honywood ; with all rights belonging to the said lands which are now in the tenure of W. C. the father by force of certain leases under the yearly rent of 40*s.* 8*d.* and all deeds concerning the premises. And S. C. doth covenant that he hath full power to sell the premises to W. C., and that he will discharge the premises of all encumbrances, except the estate of W. C. the father and William his father, deceased ; and that he will do all such things as shall be devised by W. C. for the further assurance of the premises to W. C. within the space of ten years next ensuing, by fine or otherwise.

337. *At Yeovil, April 22, in the 18th year of James I., before John Meriefield, J.P., Robert Phelipps desires :—*

This indenture made March 28, in the 18th year of James I., 1620, between Sir Robert Phelipps of Mountague, knight, and Thomas Pawly of Preston Plucknet, husbandman, witnesseth that R. P. for 16*l.* paid to Sir Edward Phellipps, knight and Master of the Rolls, deceased, his father, hath sold to T. P. these parcels of arable land : 1*a.* 3*yds.* lying under Deane, three ½*a.* or 'shootes' near the Shorthedge, and 5*yds.* at Thorne path, now in the tenure of T. P. ; which were sometime parcel of the tenement of John Ridgell, and of the manor of Yeavell, and are within the 'lymites' of Yeavell and Preston Plucknett, with all rights belonging to the premises ; to hold to T. P. paying yearly to R. P. 4*s.* ; and if the rent be in default R. P. may distrain on the premises. And R. P. doth covenant that the premises shall be discharged of all encumbrances.



338. *At Yeovil, April 22, in the 18th year of James I., before John Merifield, J.P., Sir Robert Phellippes desires :—*

This indenture made March 28, in the 18th year of James I., 1620, between Sir Robert Phellippes of Mountague, knight, and Thomas Ridgell of Preston Plucknett, husbandman, witnesseth that R. P. for 8*l.* paid to Sir Edward Phellippes (*as in No. 337*) hath sold to T. R. one tenement with an orchard containing 2*a.* in the tenure of John Ridgell, father of T. R., parcel of the manor of Yeavill, and within the 'lymmyts' of Yeavill and Preston Plucknett; with all rights belonging to the premises; to hold to T. R. paying yearly to R. P. 2*s.*; and if the rent be not paid R. P. may 'distreyne' on the premises; and R. P. doth covenant to discharge the premises from all encumbrances.

339. *At Ilchester, April 10, in the 19th year of James I., before Sir Edward Hext, J.P., Samuel Jones alias Beddowe desires :—*

This indenture made April 7, in the 19th year of James I., 1621, between Samuel Jones *alias* Beddowe of Bridgwater, mercer, and William Godbeere of Bridgwater, 'marchaunt', witnesseth that S. J. for 108*l.* hath sold to W. G. one tenement in Bridgwater in Orlowe Street near the west gate; half a burgage of ground without the west gate; and 10*a.* of land, meadow and pasture in Wembdon; all which premises now are or late were in the tenure of Thomas Stronge; to hold of the chief lord of the fee by the rents accustomed. And S. J. doth covenant that he is seised of a good estate in the premises, which shall remain to W. G. discharged of all encumbrances, except the rents to the chief lord of the fee; and that within the space of ten years next ensuing he will do all such things by fine or otherwise as shall be devised by W. G. for the further assurance of the premises to W. G.

340. *At Ilchester, April 13, in the 19th year of James I., before Thomas Sowthworth, J.P., Thomas Stuckey and Edmund Prigge desire :—*

This indenture made October 26, in the 18th year of James I., 1620, between George Stuckey of Shepton Beachampe, yeoman, and Edmund Prigge of Eastlambrooke in Kingsbury Episcopi, yeoman; and William Stuckey of Stoill in Morlynch, husbandman, brother of G. S., witnesseth that G. S. and E. P. for 15*l.*

have sold to W. S. that 'moyetie' of that tenement in Eastlambrooke containing  $1\frac{1}{2}r.$  of land,  $\frac{1}{2}a.$  of arable land in the west field of East Lambrooke in Moll furlong between the land now or late in the tenure of Thomas Baker in the east, and the land now or late in the tenure of William Baunton in the west, sometimes in the tenure of Richard Penney and now in that of Thomas Tolman; that other 'moyetie' of the said premises, sometimes in the possession of Thomas Pavis, and now or late in that of Thomas Baker; that toft and orchard called Westhaye containing  $1r.$ , between the land now or late in the tenure of John Smeath on the north, and the land now or late in the tenure of Thomas Stagge on the south; that close of land and pasture called Footlandes containing  $1\frac{1}{2}a.$  in the Northfield of Eastlambrooke between the land of James Vagge on the south and the land now or late in the tenure of Robert Kinge on the north; that  $\frac{1}{2}a.$  of land in the said Northfield in a furlong called Doune between the land now or late in the tenure of John Pyttard on the east and the land now or late in the tenure of James Vagge on the west; which premises are now in the tenure of John Russell *alias* Crocker of South Petherton, in the right of Elizabeth his wife; with all buildings, lands and rights belonging to, and all deeds concerning, the premises; to hold of the chief lord of the fee by the rents accustomed.

And G. S. doth covenant that he and E. P. have full power to sell the premises; and that he will discharge the premises of all encumbrances; except leases of the premises (*as above*) to Thomas Tolman, Edith his wife and Thomas their son; to Thomas Baker for life, and the reversion of his estate for ninety-nine years, if Gyles Cowley his servant and Thomas Bowridge, son of Stephen Bowridge of Chesilborough, husbandman, do live so long; to John Russell and Elizabeth his wife, for the lives of Elizabeth, and Edith Pyttard, daughter of Thomas Pyttard of Eastlambrook, tucker; and the rents to the chief lord of the fee, and G. S. and Katheryn his wife and E. P. and Elizabeth his wife covenant that during the space of seven years next ensuing they will do all such things for the better assurance of the premises to W. S. by fine or otherwise as shall be devised by W. S. And G. S. and E. P. appoint William

Chaffey of Stoke under Hamdon, clerk, and John Vagge of Eastlambrooke, clerk, their attornies, to give possession of the premises to W. S.

341. *At Wells, January in the 19th year of James I., before Sir Nicholas Halswell, J.P., Henry Brayne desires :—*

This indenture made August 20, in the 19th year of James I., 1621, between Henry Brayne of Yevell, yeoman, and Thomas Rocke of Yevell, 'lynnen draper,' witnesseth that H. B. for 100*l.* hath sold to T. R. three messuages in the Borough of Yevell in the High Streete, now in the tenure of H. B. and Thomas . . . . . and John Bristowe, gentleman, with their appurtenances except . . . . . that shop with the shelves therein in the west side of the Rickyard (?), 'the parler or hall, two roomes called . . . . . chambers over the parler hawll and shoppe,' that chamber now in the possession of John Bristowe . . . . . and of the entry to the premises to be used indifferently by H. B. and T. R. and the chamber (?) or . . . . . adjoining . . . paying yearly to H. B. 20*s.* and if the rent be in default he may distrain on the premises; and H. B. will pay the 'moyetie' of all such charges as shall be chargeable (?) about the separating of the said well. (*Remainder of deed illegible.*)

342. *At Stoford, July 30, in the 20th year of James I., before Matthew Ewens, J.P., James Burford desires :—*

This indenture made March 12, in the 19th year of James I., 1622, between James Burforde the elder of Stoford in the parish of Barwick, yeoman, and Edward Burford of Yeavell, yeoman, his son, witnesseth that J. B. for his fatherly affection to E. B. and for 10*s.* hath 'soulde' to E. B. the reversion of that close of meadow in Mudford *alias* Mudeford called Adbere containing 12*a.*

343. *At Ilchester, May 1, in the 20th year of James I., before Thomas —, J.P., Thomas Whiting desires :—*

*This short indenture made April 29, in the 20th year of James I., 1622, between Thomas Whiting of Wekes, clothier, brother and heir of Robert Whiting, gentleman, deceased, and James Jeffery of Axbridge, gentleman, is illegible, except for the price of the property—66*l.* 3*s.* 4*d.**

344. *At Taunton, August 5, in the 21st year of James I., before Sir Thomas Bridges (?) and Thomas Southworth, J.P.s, Sir Thomas Drew desires :—*

This indenture made April 20, in the 21st year of James I., 1623, between Sir Thomas Drew of Broadhembury in Devon, knight, William Every of Cothay, esquire, and John Turbervile of Sampford Peverell, in Devon, gentleman : and John Graunt of Lyddeard Lawrence, witnesseth that T. D., W. E., and J. T. for 70*l.* paid to J. T. and for 1*s.* paid to T. D. and W. E. have sold to J. G. that tenement containing 30*a.* of land, meadow and pasture with its appurtenances in the parish of Lyddeard Lawrence or the manors of Hetcombe, Highflory, Pyleigh and Chapeleigh, late in the tenure of Robert Oliver, and now in that of George Doble, with all deeds concerning the premises ; to hold of the chief lord of the fee by the rents accustomed. And J. T. doth covenant that he, T. D. and W. E. have full power to sell the premises ; and that the premises shall be discharged of all encumbrances, and that for the further assurances of the premises to J. G. during the space of seven years next ensuing they will do all such things as shall be devised by J. G. by fine or otherwise.

345. *At Ilchester, April 22, in the 21st year of James I., before John Symes, J.P., Robert Collins desires :—*

This indenture made January 7, in the 20th year of James I., 1623, between Robert Collins of Filston *alias* Whitchurch, yeoman, and Edward Collins of Newton Saintlowe, yeoman : and John Robins *alias* Robenson, son and heir of John Robens *alias* Robenson, late of Bedmister, yeoman, deceased, witnesseth that R. C. and E. C. have sold to J. R. ten cottages and gardens in East Strete in Bedmister and 10*a.* of land, meadow and pasture thereto belonging, late in the occupation of J. Robens, deceased ; that cottage and garden plot containing 3*ro.* in Eastreate ; 2*a.* of arable land in the Northfeeld, late in the occupation of Alice Taylor, widow, and Henry Wallbanck, late parcel of the copyhold lands of the manor of Bedmister ; that close of pasture at Perryhill containing 1*a.* late parcel of the demesnes of the manor, and late in the occupation of Henry Newall, esquire ; 15*a.* of

land, meadow and pasture, late in the occupation of J. R. deceased, that is to say, 4a. of meadow called Grenway, 3a. of pasture called Wedmore, 5a. and 110. of arable land in Knowlefeeld, and 1a. in Cox Meade in Knowle; four closes of pasture heretofore 'woodie' ground in Lan (?) abutting upon a wood sometime of John Kain (?), esquire, on the east, and a wood sometime of John Bassett on the west; 3yds. of arable land in Dundry, late in the tenure of John Wickes *alias* Collens; one close of arable land in the Northfeeld of Bedmister at Perryhill; with all houses, lands, and rights belonging to the premises which descended to J. R., deceased, as son and heir unto John Robins *alias* Robenson, deceased, grandfather of J. R.; and all deeds concerning the premises. And R. C. will acquit the premises of all encumbrances and warrant them to J. R.

346. *At Wells, January 16, in the 21st year of James I., before Dr. Gerard Wood, J.P., and John Popham, clerk of the peace, Thomas Feild desires:—*

This indenture made January 15 in the 21st year of James I., 1624, between Thomas Feild of Allerton, yeoman, and Robert Powell of Wells, gentleman, witnesseth that T. F. for 20l. hath sold to R. P. that parcel of arable land containing 5a. in Aystone in the Westfeeld of Allerton now in the tenure of T. F. and late in that of Matthew Comer and 1a. of mead in Aystones Meade. And T. F. doth covenant that he and Johan his wife will do all such things for the further assurance of the premises to R. P. as shall be devised by R. P., and that the premises shall be discharged of all encumbrances.

347. *At Wells, April 3 in the 22nd year of James I., before Thomas Southworth, J.P. and Edward Wykes, clerk of the peace, John Fisher, the elder, William Purnell, Robert Grimsby, Absolon Wrinknor (?) and John Fisher, the younger, and on April 10, John Stokes desire:—*

This indenture made October 29, in the 21st year of James I., 1623, between John Fisher the elder, of Bishoppes Sutton in Chew, mason, William Purnell of Bishoppes Sutton, yeoman, Robert Grimsby of Chew, Absolon Wrinkmore (?) of Glaston, yeoman, John Stokes of Bishoppes Sutton, yeoman, and John

Fisher the younger, son of John Fisher the elder : and Frauncis Baber of Chew Magna, esquire, witnesseth that J. F., etc., for 45*l.* have sold to F. B. two tenements containing two fardells of land of . . . . . in Bishoppes Sutton in Chew, parcel of the 'coppie' hold lands of the manor of Chew in the tenure of J. F. the elder, with all houses, lands and rights belonging ; and all the interest of J. F., etc., in the premises (except certain manorial rights—*almost illegible*). And J. F., etc., do covenant to discharge the premises of all encumbrances except certain leases, and that they will do all such things for the further assurance of the premises to F. B. by fine or otherwise as shall be devised by F. B., and they appoint William Bullocke and James Stocke their attorneys. (*Part of the covenants to this indenture are illegible.*)

A schedule of such estates as are to be excepted—

Granted to John Fisher the elder for life two messuages in Sutton by suit of Court to the manor of Chew, and 3*l.* for 'herriotts,' 2½*a.* of arable land in Dennyfield, and two parcels of land at Northbanck containing 1*a.* reserved in possession to F. B. One of which tenements J. F. the younger shall hold during the life of J. F. the elder and afterwards for ninety-nine years, viz. the lower house, orchard and garden containing ½*a.*, one close of meadow called the Lower Haye, two closes of pasture called Eastmead and Westmeade containing 3*a.* in several pieces on Camely Downe, and two closes called the furlong containing 3*a.* ; paying 30*l.* in hand and 4*l.* to be paid to J. F. the elder. And to J. F. the younger the reversion of the upper house, with an orchard and garden and a close called the Easter Breach containing 2*a.* Provided that Thomas Fisher surrender his estate in the dwelling-house now in the tenure of John Dannell and pay 4*l.* to Urcilla and Joan Fisher, daughters of J. F. the elder. Grant to J. F. the elder of the bakehouse and little orchard containing ¼*a.* and the Wester Breach containing 7*a.*, to Mary, wife of Philippe Covey, and Absolon and Elizabeth her son and daughter at the rent of 2*s.* 4*d.* and 10*s.* for 'herriott.'"

One dwelling-house and garden now in the tenure of John Dannell for life, the reversion to J. F. the elder and afterwards to Jane, Anne and Urcilla his daughters, with the lands belong-

ing, viz. 1a. of meadow called the Lower Orchard, and a ground called Milborne Head containing 1a, rent 2s. 4d., herriot 8s.

The reversion of a close called Marshely Yate containing 1a. and a close called the Middle Breach containing 2a., to Urcilla and Jane Fisher and Mary Covey, daughters of J. F. the elder for their lives, rent 2s.; herriot 8s. 2d.

The little house in the tenure of Edith Bates for term of her life, with reversion to J. F. the elder, Anne and William her son and daughter, and 1a. of arable land; herriot 3l.

Suit of court; covenant not to alien but by licence or to let but from year to year; John Heale holdeth one mead called Doddemeade and one parrook at 'Haymans moore yate' for ninety-nine years at 1s. 4d.

348. *At Ilchester, April 6 in the 22nd year of James I., before Edward Lancaster, J.P., Francis Hurford desires:—*

This indenture made March 2, in the 21st year of James I., 1624, between Francis Hurford of Tawnton, weaver, son of Michael Hurford late of Marston (?), and Thomas Valet of Northam in Devon, gentleman, witnesseth that F. H. for 100l. hath sold to T. V. his messuages and lands called Rendy and Lineton (?) in Oke, with all rights belonging, and all writings concerning the premises; to hold of the chief lord of the fee by the rents accustomed.

And F. H. doth covenant that the premises shall be discharged of all encumbrances, and that he will do all such things for the further assurance of the premises to T. V. as shall be devised by T. V. by fine or otherwise. (*This appears to be the gist of the covenants, which are almost illegible.*)

349. *At Wells, July 31, in the 22nd year of James I., before Thomas Sowthworth, J.P., Humphrey Newman desires:—*

This indenture made February 16, in the 21st year of James I., 1624, between Humfrey Newman of Wincaunton, gentleman, and Agnes Bartlet of Baltonsborough, widow, witnesseth that H. N. for 120l. hath sold to A. B. that close of meadow lying at Hitchens in Baltonsborough containing 5a., sometime parcel of a tenement in Tyllam Streete; that close of meadow containing 9a. at Warmeshill, adjoining the ground late of William

Barton, deceased, on the west, which premises were late in the tenure of John Callowe, deceased, with all rights belonging to the premises. To hold of the chief lord of the fee by the yearly rent of 15s. And H. N. doth covenant that he is—for anything done by Richard Newman his father, deceased, or Humfry Poole his grandfather, deceased—true owner of the premises. and that the premises shall remain to A. B. discharged of all encumbrances; and that within the space of seven years next ensuing he will do all such things as shall be devised by A. B. for the better assurance of the premises to A. B. by fine or otherwise.

350. *At Wells, January 16 in the 22nd year of James I., before Sir Henry Hughett, J.P., Hodges Godwyn desires:—*

This indenture made July 28, in the 22nd year of James I., 1624, between Hodges Godwyn of Wells, gentleman, and William Woodhouse, gentleman, witnesseth that H. G. for 50*l.* hath sold to W. W. all his messuages and lands in Allerton, Ayston, Wedmore, Bittisham, Badgworth and Tornocke, now or late in the tenures of William Welsh, Thomas Swayne, Adrean Butcher, George Stoakes, Thomas Crase, Robert Coxe, John Coker (?), Agnes Walle and George Godwyn; with all houses, lands and rights belonging to, and all deeds concerning the premises. And H. G. doth covenant that the premises shall be discharged of all encumbrances; and that he will do all such things for the further assurance of the premises to W. W. as shall be devised by W. W. by fine or otherwise. (*This deed is partly illegible.*)

351. *At Wells, July 28 in the 21st year of James I., before the Bishop of Bath and Wells, J.P., Edward Barnard and Anne his wife desire:—*

This indenture made May 5, in the 1st year of Charles I., 1625, between Edward Barnard of Stowey, clerk, and Anne his wife and Thomas Stowell of Batcombe, gentleman: and Sir Hugh Smith of Longe Ayshton, knight, Thomas Smith his son and 'heyre' apparent, Sir Edward Rodney of Rodney Stoke, knight, William Rodney his son and heir apparent, Sir John Horner of Mells, knight, Thomas Horner, his son and 'heyre' apparent, Charles Barkley of Brewton, knight, Robert Hopton of Witham



Frayry, esquire, Ralphe Hopton his son and heir apparent, Thomas Southworth of Wells, esquire, Frauncis Baber of Chewes Magna, esquire, Edward Baber his son and heir apparent, William Capell of Claverton (?), esquire, John Maye of Charterhouse Heydon, esquire, Christopher Maye his son and heir apparent, Anthony Stocker of Chilcompton, esquire, John Stocker his son and heir apparent, James Bysse of Batcombe, esquire, James Bysse his son and heir apparent, Richard Cole of Nailesey, esquire, Samuell Cole his son and heir apparent, Edward Teynte of Chelvey, esquire, and — Teynte his son and heir apparent, Rice Davies of Tickenham, esquire, and Nathaniel Still of Hulton, esquire, witnesseth that E. and A. B. and T. S. for 160*l.* have sold to H. S., etc., the dwelling-house called Cornehill House in Shepton Mallet and the tenements belonging; that is to say 'the — shoppe, the howse, the next (?) shoppe and barne under one roof,' two courts, a garden and one backside containing 1*a.* of ground, bounded on the north with the King's highway, in the east with the Prince's lands, in the south with the lands of the heirs of Thomas Hodges, and on the west with the lands of E. B. To hold to H. S., etc., upon special trust that the premises shall be employed for a house of correction and Bridwell for the benefit of the eastern part of the county according to the laws of this realm made for this purpose. And E. B. doth covenant that the premises shall remain to H. S., etc., discharged of all encumbrances; and that he will levy a fine of the premises and within the space of seven years next ensuing do all such things for the further assurance of the premises to H. S., etc., as shall be devised; and E. and A. B. and T. S. have appointed Thomas Hipplesley, gentleman, and Robert Chute their attorneys to give possession of the premises to H. S., etc.

352. *At Chard, March 10, in the 1st year of Charles I., before Dr. Gerard Wood, J.P., and Christopher Broune, clerk of the peace, John Symes desires:—*

This indenture made December 12, in the 1st year of Charles I., 1625, between John Symes of Chard, esquire; and Sir Robert Killegrewe, knight, Arthur Champernowne of Dartington, and

Christopher Blackhall of Little Hempstone in Devon, esquires ; whereas Sir Edward Seymour of Berry Pomeroy in Devon by deed of September 28 in the 18th (?) year of James I. for 500*l.* did let to J. S. the manor of Cathanger *alias* Cleyhanger (?) with its appurtenances for ninety-nine years (*rent illegible*) and whereas J. S. by indenture of September 30 in the same year did let the premises to Sir Edward Seymour for the same rent, reserving yearly for the first thirty years 50*l.* to be paid to J. S. at his dwelling-house in Chard, with right of distraint in case of default. (*The remainder of the deed is almost illegible, but it appears that J. S. now sold his rights in Cathanger to Killebrew, Champernowne and Blackhall.*)

### Roll XXIII.

353. *At Bridgwater, September 20, in the 3rd year of Charles I., before John Harington, J.P., Joseph Bibble desires :—*

This indenture made August 3, in the 3rd year of Charles I., 1627, between Joseph Bibble of Stogursey, gentleman, and Robert Everard of Stockland Bristol, yeoman, witnesseth that J. B. for 1238*l.* hath sold to R. E. that capital messuage in Southbrent in which John Bibble his father, deceased, lately dwelt, with all lands and tenements belonging, containing 36*a.*, one tenement with all lands belonging containing 36*a.* in Southbrent late in the tenure of Johane Wryde, widow, deceased, and now or late in that of J. B. ; one messuage with the lands belonging containing 36*a.*, late in the tenure of Thomas Wall, deceased, and now or late in that of J. B. ; one messuage with a garden, orchard, and 8*a.* of land and pasture, late in the tenure of Dennis Helpe ; one cottage, garden, orchard, and 5*a.* of land and pasture, now or late in the tenure of John Harse the elder ; with common of pasture in Markmore *alias* Thurlemore to the tenements belonging, and all other messuages, lands and rights belonging to J. B. in Southbrent, Eastbrent, Marke and Lympsham, except one windmill called the Northmost Wyndmill upon Brent hill and 1*a.* of arable land adjoining ; and all deeds concerning the premises : to hold of the chief lord of the fee by the rents accustomed.

354. *At Bridgwater, September 18, in the 3rd year of Charles I., before John Harington, J.P., Rice Davis desires :—*

This indenture made May 8, in the 3rd year of Charles I., 1627, between Rice Davis of Ticknam, esquire, and George Allen of Salford *alias* Saltford, yeoman, witnesseth that R. D. for 32*l.* 10*s.* hath sold to G. A. his third part of a messuage with the buildings belonging in Salford *alias* Saltford, and of those closes of land and pasture hereafter following: one garden to the messuage belonging containing  $\frac{1}{2}$ *a.*; one parcel of meadow in the common mead of Salford containing 6*a.*, 1*yd.*; one close of pasture called Upmeade containing  $1\frac{1}{2}$ *a.*; one close of pasture called Cholwell containing 1*a.*; one close of pasture called Littleham containing 1*yd.*; one close of pasture called Henlies containing  $2\frac{1}{2}$ *a.*; three closes of arable and pasture lying together called Mead Hedge, containing 12*a.*; one close of arable and pasture called Two Acres containing 4*a.*;  $16\frac{1}{2}$ *a.* of arable land lying in several places in the Upfeeld of Salford; 4*a.* of arable land lying in several places in the Doune field of Salford; all which premises are in Salford, and were parcel of the manor of Salford, late the inheritance of Sir George Rodney, knight, deceased, and are now in the tenure of John Allen, father of G. A., with common of pasture and all other rights belonging, and all deeds concerning the premises. To hold of the chief lord of the fee by the rents accustomed. And R. D. doth covenant that he hath full power to sell the premises; and that the premises shall remain to G. A. discharged of all encumbrances, except the rents to the chief lord of the fee and a lease made to John Allen, George Allen and George his son, at the yearly rent of 6*s.* 4*d.*, and that he and Mary his wife, during the space of five years next ensuing will do all such things for the further assurance of the premises to G. A. by fine or otherwise as shall be devised by G. A. And R. D. warrants the premises to G. A. and hath appointed Lamorock Flower and Nicholas Smyth his attorneys.

355. *At Bridgwater, September 18, in the 3rd year of Charles I., before John Harington, J.P., Rice Davis desires :—*

This indenture made May 8, in the 3rd year of Charles I., 1627, between Rice Davis (*as in No. 354*) and William Hill of Salford

*alias* Saltford, husbandman, witnesseth that R. D. for 10*l.* hath sold to W. H. his third part of a messuage in Salford *alias* Saltford with all buildings belonging, and of those parcels of land hereafter following : one orchard and garden adjoining the messuage containing 1*a.* ; divers parcels of meadow in the common mead containing 3*a.* and 10 lugg (?) ; one close of pasture called Meade Hedge containing 5½*a.* ; one close of pasture called Little Meade, containing 5½*a.*, one close of pasture called Melcombes hill containing ½*a.* ; one close of pasture called Coombe close containing 2½*a.* ; 3*a.* of arable land in several parcels in the ' up feeld ' of Salford ; and 3*a.* of arable land in the Downe field of Salford ; all which premises are in Salford, and parcel of the manor of Salford, late the inheritance of Sir George Rodney, knight, deceased, and are now in the tenure of W. H. ; with common of pasture and all other rights belonging to the premises, and all deeds concerning them. To hold of the chief lord of the fee by the rents accustomed. And R. D. doth covenant that he is true owner of the premises ; and that the premises shall be discharged of all encumbrances, except the rents to the chief lord of the fee, a lease made to W. H. and John Hill his father, and another lease for ninety-nine years to William and John Hill, sons of W. H. for the yearly rent of 3*s.* 4*d.*, and that he and Mary his wife will within the space of five years next ensuing do all such things as shall be devised for the further assurance of the premises to W. H. by fine or otherwise as shall be devised by W. H. And R. D. doth warrant W. H. in the premises and hath appointed George Allen and Lamorack Flower his attorneys to give possession of the premises to W. H.

356. *At Bridgwater, the same day, before John Harington, J.P., Rice Davis desires :—*

This indenture made May 8, in the 3rd year of Charles I., 1627, between Rice Davis (*as in No. 354*) and John Parsons of Salford *alias* Saltford, husbandman, witnesseth that R. D. for 30*l.* hath sold to J. P. his third part of a messuage with all the buildings belonging in Salford *alias* Saltford and of these several parcels of land following : one garden and orchard adjoining the messuage containing ½*a.* ; divers parcels of meadow in the common

mead of Salford containing 5a., 1yd. ; one close of pasture called Netherclose containing 1a. ; one close of pasture called Marchaston containing 4a. ; one close of pasture called Combes containing 2a. ; one close of pasture called Henlies containing 3a. ; one close of pasture and arable called Kainshams (?) Meere containing 6a. ; one close of arable called Ten Acres containing 6a. ; one close of arable called Henlies containing 3a. ; 22a. of arable in several places in the Upfield and 1a. of arable land in the Downefield. All which premises are in Salford, and are part of the manor of Salford, and of the inheritance of Sir George Rodney, deceased, and are now in the tenure of J. P. with common of pasture and all other rights belonging to the premises and all deeds concerning them. To hold of the chief lord of the fee by the rents accustomed.

And R. D. doth covenant that he hath full power to sell the premises ; and that the premises shall be discharged of all encumbrances, except the rents to the chief lord of the fee, and a lease for ninety-nine years made to J. P., Elizabeth his wife and John their son at the yearly rent of 6s. 8d. which rent shall be payable to J. P. ; and that during the space of five years next ensuing he will do all such things as shall be devised for the further assurance of the premises to J. P. by fine or otherwise. And R. D. doth warrant J. P. in the premises and hath appointed George Allen and Lamorock Flower his attorneys to give possession of the premises to J. P.

357. *At Bridgwater, the same day, before John Harington, J.P., Rice Davis desires :—*

This indenture made May 8, in the 3rd year of Charles I., 1627, between Rice Davis (*as in No. 354*) and Nicholas Smyth of Salford *alias* Saltford, yeoman, witnesseth that R. D. for 35*l.* hath sold to N. S. his third part of a messuage and tucking mill, with all buildings belonging in Salford *alias* Saltford and of these several parcels of land following : one garden and orchard belonging to the messuage containing 1a. ; divers parcels of meadow in the common mead of Salford containing 7a. ; one parcel of meadow lying by the tucking-mill containing 1a. ; one close of meadow called Three Half Acres containing 1½a. ; one close of

meadow called the Ham containing 1a. ; one close of pasture or arable called Winyeards containing 1a. ; one close of pasture called Meadhedge containing 3a. ; one close of pasture called Pittsmoore containing 7a. ; one close of pasture called Tilersmeere containing 3½a. ; 19a. of arable land in sundry places in Upfield ; and 6a. of arable land in sundry places in the Downefield. All which premises are in Salford, and are part of the manor of Salford, and of the inheritance of Sir George Rodney, deceased ; and are now in the tenure of N. S. : with common of pasture and all other rights belonging to the premises and all deeds concerning them. To hold of the chief lord of the fee by the rents accustomed.

And R. D. doth covenant that he hath full power to sell the premises, and that the premises shall be discharged of all encumbrances, except the rents to the chief lord of the fee, and a lease for ninety-nine years to N. S. and Elizabeth, Mary, Katherine and Jalith (? Judith) his daughters for the yearly rent of 13s. 4d. which shall be payable to N. S. And that he and Mary his wife within the space of five years next ensuing will do all such things as shall be devised for the further assurance of the premises to N. S. by fine or otherwise. And R. D. doth warrant the premises to N. S. and hath appointed Lamorock Flower and George Allen his attorneys to give possession of the premises to N. S.

358. *At Bridgwater, the same day, before John Harington, J.P., Rice Davis desires :—*

This indenture made May 9, in the 3rd year of Charles I., 1627, between Rice Davis (*as in No. 354*) and Lamorock Flower of Salford *alias* Saltford, yeoman, witnesseth that R. D. for 102l. 10s. hath sold to L. F. the third part of that capital messuage or farm place of Salford *alias* Saltford, with all buildings belonging ; of two cottages with gardens belonging, whereof one is in the tenure of Johane Goodhinde, widow, and the other in that of Hugh Brayne ; and of those several parcels of land following : one close of pasture called Church Hay Close containing 2a. ; one close of pasture adjoining called Culverhay containing 2½a. ; two closes of pasture called the . . . . . by the church containing 8a. ; one close of arable called the Lease below the barn containing 4½a. ; three parcels of pasture lying together called

Camers (?) containing  $11\frac{1}{2}a.$ ; one close of meadow called Newleaze containing  $7a.$ ;  $2a.$  of meadow in the common mead of Salford; one close of meadow called Seaven Acres, containing  $6a.$ ; one close of meadow called Upmeade containing  $3a.$ ; one close of arable land called Inland containing  $8a.$ ; one parcel of arable land in the Downfield, called Henlies, containing  $3a.$ , one called Henlies Peece containing  $7a.$ , one above Braynes Vyneard containing  $1a.$ , and one close of arable newly enclosed in the same field at Meadgate containing  $12a.$ ; one parcel of land in the Upfield at Bawles containing  $1a.$ ; one close of arable called Broad Sastens (?) containing  $7a.$ ; one close of arable called . . . . . above Cleeve containing  $6a.$ ; one close called Ewetree Close containing  $18a.$ ; and one parcel of land at Braynes bush containing  $1a.$ ; all which premises are in Salford, part of the manor of Salford, and in the tenure of L. F. as part of the farm; and  $\frac{1}{2}a.$  of arable land in the Upfield belonging to the cottage in the tenure of Johane Goodhinde; with common of pasture belonging to the premises, and his third part of all withybeds and 'ilands' in the River of Avon in the manor of Salford between the parishes of Kelston and Keynesham, and all other rights belonging to the premises, and all deeds concerning them. To hold of the chief lord of the fee by the rents accustomed.

And R. D. doth covenant that he hath full power to sell the premises to L. F., and that the premises shall be discharged of all encumbrances, except the rents to the chief lord of the fee, the advowson of the church of Salford and such leases as are contained in a schedule annexed, whereupon the rents shall be paid to L. F., and that he and Mary his wife within the space of five years next ensuing will do all such things as shall be devised by L. F. for the further assurance of the premises to L. F. by fine or otherwise. And R. D. doth warrant L. F. in the premises and hath appointed John Bottrell and George Allen his attorneys to give possession of the premises to L. F.

A Schedule of leases excepted in the indenture:—

1. One lease dated October 6, 1621, granted by R. D. to L. F. of the said third part of the messuage and lands belonging for ninety-nine years determinable upon the lives of Anne Flower his wife and Richard Flower at the yearly rent of 23s. 4d.

2. One lease dated March 20, 1609, granted by R. D. to Hugh Brayne, Priscilla his wife, Richard their son and Walter Ford, for ninety-nine years, of the third part of one cottage and garden, at the yearly rent of 4*d*.

3. One lease granted by R. D. to William Goodhinde and Alice his sister for their lives of the third part of the fishing in the River of Avon in Salford, and of one withybed at Cannells bath, 2*yds*. of land at Swyafords 'weare,' one bulrush bed below Shutes 'weare,' and one bulrush bed before Salford 'comon mede,' at the yearly rent of 16*d*.

4. One grant made by R. D. to Johan Goodhinde (of the premises as above) at the yearly rent of 4*d*.

359. *At Newton, October 22, in the 3rd year of Charles I., before John Harbyn, J.P., Thomas Templeman desires :—*

This indenture made August 30, in the 3rd year of Charles I., 1627, between Thomas Templeman of Merriott, yeoman, and John Michell, the younger, of Merriott, husbandman, witnesseth that T. T. for 30*l*. hath sold to J. M. the 'moyetie' of one close of pasture called Walditch containing 6*a*. in Merriott, between the land of John Beck on the north, and that of J. M. in the south, which was part of a tenement late in the tenure of Christiane Templeman, mother of T. T., with all rights belonging to, and all deeds concerning the premises, to hold of the chief lord of the fee by the rents accustomed.

And T. T. doth covenant that he and Margaret his wife within the space of seven years next ensuing shall levy a fine of the premises to the use of J. M.

#### Roll XXIV.

360. *At Bridgwater, February 28, in the 3rd year of Charles I., before Robert Cuffe, J.P., George Poulett desires :—*

This indenture made October 20, in the 3rd year of Charles I., 1627, between George Poulett of Gotehurst, esquire: and William Harvey of Bridgwater, gentleman, and George Blanchflower of Kingston, gentleman, witnesseth that G. P. and Mary his wife for sufficient means to be made to Mary and her heirs if she survive



G. P. have sold to W. H. and G. B. the messuages and lands of G. P. in East Pennard, Little Pennard, West Pennard and Ditchett, with all rights belonging ; to hold to W. H. and G. B. to the use of G. and M. P. and the survivor of them. Provided that G. P. may make leases of the premises, and that W. H. and G. B. shall be seised of the premises so leased to the use of the persons to whom the leases shall be made.

361. *At Bridgwater, the same day, before Robert Cuffe, J.P., George Poulett desires :—*

This indenture made October 20, in the 3rd year of Charles I., 1627, between George Poulett : and William Harvey and George Blanchflower (*as in No. 360*), witnesseth that G. P. in consideration of a marriage already solemnized between him and Mary now his wife, and for sufficient means (*etc., as in No. 361*), hath sold to W. H. and G. B. his messuages and lands in the parish of St. Cudberds and hundred of Wells, with all rights belonging ; to hold to W. H. and G. B. to the use of G. and M. P. and the survivor of them ; (*with same clause concerning leases*). Provided that if M. survive G. P. and the heirs of G. P. suffer her peaceably to hold the premises as also 2a. of arable land called Hadly land, six closes of pasture called Troridge containing 30a. and one close adjoining on the west side called Longbare, in Gotehurst, and the 'moyetie' of the mansion house of the manor of Gotehurst, and of all buildings, orchards and gardens belonging, and of those several closes of land hereafter specified for her life, then all other conveyances of the premises made by G. P. shall be void.

Schedule of the several closes of land, meadow and pasture, parcels of the demesnes of Gotehurst.

One close called Lower Sandwood, 11a. ; one close called Higher Sandwood, 9a. ; one close called Senersland, 5a. ; one close called Puricroft, 4a. ; one meadow called Eleven Acres, 11a. ; one meadow called Tuckers Meade, 8a. ; one close called Stubbs, 8a. ; and one wood called the Copps adjoining Tuckers Meade, 8a.

362. *At Whitelackington, August 20, in the 4th year of Charles I., before Sir George Speke and William Walrond, J.P.s, Humfry Walrond desires :—*

This indenture made February 15, in the 3rd year of Charles

I., 1628, between Humfry Walrond of Sea, esquire, and John Morley of Wootton Courtenay, 'clarcke, Bachelour of Divinity,' witnesseth that H. W. for 100*l.* hath sold to J. M. that tenement called Cannes house with the appurtenances, containing 20*a.* of land, meadow and pasture in North Petherton, late in the tenure of Walter Bucke; with all lands and rights belonging to, and all deeds concerning the premises; to hold of the chief lord of the fee by the rents accustomed.

And H. W. doth covenant that he is seised of a good estate in the premises; and that the premises shall remain to J. M. discharged of all encumbrances, except a lease of April 30, 1625, to George Speke, esquire, and others for ninety-nine years, determinable upon the death of Katherine, wife of J. M., and of John and Catherine their children, which lease is in trust for the children of J. M.; and that he and Grace his wife, William Walrond his uncle and Susan his wife will within the space of seven years next ensuing, do all such things for the better assurance of the premises to J. M. as shall be devised by J. M. by fine or otherwise.

And H. W. hath appointed Francis Webber and Henry Cheeke his attorneys to give possession of the premises to J. M.

363. *At Halswell, September 19, in the 4th year of Charles I., before George Poulett, J.P., Sir Nicholas Halswell desires:—*

This indenture made April 1, in the 4th year of Charles I., 1628, between Sir Nicholas Halswell of Halswell, knight, and Henry Halswell his son, witnesseth that N. W. for 200*l.* hath sold to H. W. his manors of Halswell, Lexworthie, West Bower and Blackmoore, with all messuages, lands and rights belonging to the said manors; his messuages and lands in North Petherton; and all deeds concerning the premises; to hold to H. W. of the chief lord of the fee by the rents accustomed. And N. W. warrants H. W. in the premises.

#### Roll XXV.

364. *At Mountague, May 26, in the 5th year of Charles I., before Sir Robert Phelips, J.P., Thomas Templeman desires:—*

This indenture made April 24, in the 5th year of Charles I., 1629, between Thomas Templeman of Merriett, yeoman, and

Robert Merefield of Merriett, yeoman, witnesseth that T. T. for 30*l.* hath sold to R. M. the 'moyetie' of one close of arable called (*illegible*) containing 5*a.* in Merriett between the land of John Chapman in the east side and the land of R. M. on the west, abutting on both ends upon the lane leading to Henton; the 'moyetie' of 1*a.*, 1*yd.* of arable land in a common field called Hitchings in Merriett, between the land in a furlong called Milins (?) of Thomas Smyth (?) on the north side of the acre, and the land of R. M. on the south side, and between the land of John Laurence of the north side of the yard, and the land of the widow Chislett on the south side, which land is part of a tenement in Merriett now or late in the tenure of Christian Templeman, mother of T. T.; with all woods, ways and rights belonging to the premises, and true copies of all deeds concerning them with any other lands of T. T.; to hold of the chief lord of the fee by the rents accustomed.

And T. T. doth covenant that he and Margaret his wife within the space of seven years next ensuing will levy a fine of the premises to R. M. in such form as R. M. shall devise; and that he hath full power to sell the premises; and that the premises shall remain to R. M. discharged of all encumbrances, except a lease of the premises of December 23 in the 4th year of James I. granted to Christian Templeman for life; and that within ten years next ensuing he will make such further assurance of the premises to R. M. by deed enrolled or other wise as R. M. shall devise.

365. *At Montague, July 15, in the 5th year of Charles I., before Sir Robert Phelipps, J.P., Thomas Templeman desires:—*

This indenture made June 12, in the 5th year of Charles I., 1629, between Thomas Templeman and Robert Merefield (*as in No. 364*), witnesseth that T. T. for 50*l.* hath sold to R. M. the 'moyetie' of one close of pasture called Hame containing 6*a.* in Merriett, between the land of John Pitts on the north side and the highway on the south side; and the 'moyetie' of two closes of land and meadow called Niddons containing 5*a.* in Merriett, abutting on a river called Balbridge in the north side and Niddons lane on the south; the 'moyetie' of 1*a.* of land and

a dole in Merriett in a common meadow called Hamme Meade between the land of John Young on the north side, and the land of Anthony Dawe on the south ; which premises were part of a tenement in Merriett, late in the tenure of Christian Templeman, mother of T. T. ; with all woods, ways and rights belonging to the premises and true copies of any deeds concerning them with other lands of T. T. ; to hold of the chief lord of the fee by the rents accustomed.

And T. T. doth covenant that he and Margaret his wife will within the space of seven years next ensuing levy such a fine of the premises as R. M. shall devise ; and that he hath full power to sell the premises ; and that the premises shall be discharged of all encumbrances, except an estate of the premises made by indenture of December 23 in the 4th year of James I., unto C. T. for ninety-nine years, if she should live so long ; and that during the space of ten years next ensuing he will do all such things for the further assurance of the premises to R. M. as shall be devised by R. M. by fine or otherwise.

366. *At Shepton Beauchamp, December 16, in the 5th year of Charles I., before James Rosse, J.P., William Ouseley desires :—*

This indenture made December 16, in the 5th year of Charles I., 1629, between William Ouseley, clerk, rector of the parish church of Shepton Beauchamp and Humfry Hodye of Crewkerne, gentleman ; whereas John Freke of Crewkerne, gentleman, by deed indented of June 24 in the 9th year of James I., did grant to W. O. the yearly rent of 30*l.* issuing out of his manor of Eastham farm in Crewkerne, to be payable to W. O. in the south porch of the parish church of Shepton Beauchamp, 7*l.* 10*s.* at each of the four principal terms of the year, to begin on the feast of the Annunciation of the B.V.M., 1613 ; and if default of payment should be made for forty days, J. F. should forfeit 50*s.* to W. O. and W. O. should have power to distrain in Eastham farm ; and if for fifty days, then the penalty should be 50*l.* ; and J. F. put W. O. in possession of the rent on payment of 12*d.* Now this indenture witnesses that W. O. for 520*l.* hath sold to H. H. the said rent, and penalties for default and all deeds concerning the same. And W. O. doth covenant that he hath full power to sell

the rent, and that H. H. may hold the same discharged of all encumbrances ; and that he will do all such things as shall be devised for the further assurance of the said rent to H. H. by fine or otherwise as shall be devised by H. H. ; and will not consent to any action making void the interest of H. H.

367. *At Shepton Beauchamp, January 2, in the 5th year of Charles I., before James Rosse, J.P., Thomas Templeman desires :—*

This indenture made December 30, in the 5th year of Charles I., 1629, between Thomas Templeman and Robert Merefield (*as in No. 364*) witnesseth that T. T. for 20*l.* hath sold to R. M. the moiety of one close of pasture called Parkes containing 4*a.*, in Merriett, between the land of Richard Phelpes on the east side, and that of Anthony Stembridge on the west, and the moiety of the dwelling-house of Christian Templeman, mother of T. T., and the barn, orchard, and garden belonging containing 1½*a.*, which premises are part of the tenement now or late in the tenure of the said Christian ; with all woods and rights belonging to the premises, and all deeds concerning them, with other lands of T. T. ; to hold to R. M. of the chief lord of the fee by the rents accustomed.

And T. T. doth covenant that he and Margaret his wife within the space of seven years next ensuing will levy such a fine of the premises to R. M. as R. M. shall devise, and that he hath full power to sell the premises to R. M. ; and that R. M. may hold the premises discharged of all encumbrances, except the estate made to Christian T. by indenture of December 23, in the 11th year of James I., for ninety-nine years ; and that within the space of ten years next ensuing he will do all such things as shall be devised by R. M. by fine or otherwise for the further assurance of the premises to R. M.

#### Roll XXVI.

368. *Before Sir Robert Phelipps, J.P. (date and place of enrolment illegible) :—*

This indenture made August 23, in the 6th year of Charles I., 1630, between John Symes of Pounceford, gentleman : and John Chick the elder of Ilton, yeoman, and Thomas Stevens of the same,

husbandman, witnesseth that J. S. in consideration that J. C. and T. S. have confirmed to George Speke of Dillington, gentleman, J. S., Arthur Pyne of Cathanger, gentleman, John Pyne of Currymallet, esquire, John Merifield of Crewkerne, gentleman, John Symes of Chard, esquire, and Nicholas Baker, esquire, Nicholas Cuffe, esquire, James Baker, esquire, Hugh Brome, tanner, John Parsons, yeoman, James Dorchester, husbandman, and John Chick the younger, clothier, all of Ilton, the hereditaments hereafter expressed, to the uses to be declared, according to the constitution (*almost illegible*), of the almshouses called Whitstones Almshouse built in the parish of Ilton, and for their better maintenance, and for 6s., has sold to J. C. and T. S. his annual rent of 35*l.* 11*s.* 11*d.* which James, late King of England, etc., by his letters of February 5, in the 2nd year of his reign granted to Alexander, Lord Fivie, Richard Swayne, gentleman, and Peter Whitcombe, esquire (*several lines illegible*), to hold as fully as Lawrence Whitaker of London, gentleman, and Henry Price of London, esquire, held by letters patent of August 3, in the 19th year of James I., and as L. Whitaker and H. Price did sell the premises by indenture of August 4 in the same year to Hugh Pyne of Cathanger, gentleman, lately deceased, J. S. and Marmaduke Jennings of Burton, gentleman, deceased; to hold to J. C. and T. S. to the uses expressed, of the King as of his manor of East Greenwich in free socage. And J. S. will discharge the said rent of all encumbrances. *Latin.*

369. *At Bridgwater, September 14, in the 6th year of Charles I., before John Harington, J.P., John Chicke and Thomas Stevens desire :—*

This indenture made September 1, in the 6th year of Charles I., 1630, between John Chicke and Thomas Stevens (*as in No. 368*): and John Symes, George Speke, Arthur Pyne, John Pyne, John Merifield, John Symes, Nicholas Baker, Nicholas Cuffe, James Baker, Hugh Brome, John Parsons, James Dorchester and John Chicke (*as in No. 368*) witnesseth that J. C. and T. S. for the performance of the indenture of August 23 (*No. 368*) made between J. C., T. S. and John Symes, and of the ordinance of June 25, in the 5th year of Charles I., for the building of the alms-

houses called Whitstones Almeshouse in the parish of Ilton and for the better maintenance of the same and of the poor who shall from time to time live therein, and for 6s. paid to J. C. and T. S. by J. S., G. S., etc., have sold to J. S., G. S., etc., that rent of 35*l.* 17*s.* 11½*d.* granted by letters patent of James I. dated February 25, in the 2nd year of his reign to Alexander Lord Fivie, Richard Swayne and Peter Whetcombe (*as in No. 368*) out of the manor of Tyntenhull, and that rent of 28*l.* 2*s.* by letters patent of James I. dated January 31, in the first year of his reign, granted to John Earl Marr out of the manor of Seavenhampton *alias* Sevington Vaux to hold as freely as Laurence Whitaker and Henry Price (*as in No. 368*) did by letters patent of August 3, in the 19th year of his reign, and as they by indenture of August 4 in the same year did sell the same to John Symes, Hugh Pyne and Marmaduke Jennings (*as in No. 368*), and as J. S. by indenture of August 23 did sell the same to J. C. and T. S., to hold to J. S., G. S., etc., of the King in free socage. *Latin.*

Memorandum. That it is this by this schedule covenanted between the parties to the above indenture, that the interest in the rents therein mentioned was granted by J. P. and T. S. to J. S., G. S., etc., upon trust ; the money received to be employed towards the erecting of the almshouse, and afterwards towards the maintenance of the poor people therein dwelling, according to the constitution agreed by decree of the King's Court of Chancery.

370. *At Bridgwater, September 16, in the 6th year of Charles I., before John Harington, J.P., John Symes desires :—and at Taunton, September 18, in the same year before George Browne, J.P., Thomas Brereton desires :—*

This indenture made April 7, in the 6th year of Charles I., 1630, between John Symms of Poundesford, esquire, and Thomas Brereton of the parish of St. James, near Taunton, esquire : and George Pepwall of Coldashton in the county of Gloucester, esquire, witnesseth that J. S. and T. B. at the request of Dame Jane Phelepps, late wife of Sir Thomas Phelepps, knight, deceased, and for 1100*l.* paid to J. S., have sold to G. P. the rectory and parsonage impropriate of Chilterne Domer *alias* Chilterne Demure, with all messuages, lands, tenths and rights belonging ; one

messuage heretofore in the tenure of Sir Thomas Phelipps ; one messuage heretofore in the tenure of John Raynolds in Chilterne or in the parish of Evill, the inheritance of which messuages was heretofore amongst other lands by Sir T. Phelipps and John Hodges of Lufton, gentleman, deceased, purchased of Bartholomew Horsey, esquire, and Thomas Horsey his son, and were afterwards by a deed of partition between them allotted to Sir T. Phelipps, and late were in the several tenures of Robert Danes, Thomas Searle, William Masters, Thomas Bamaton, Thomas Slade, John Burrowe, Johane Phelipps, widow, Robert Gaylerd, William Belly the elder and Robert Masters ; with all the interest of J. S. and T. B. in the premises, and all deeds concerning the premises ; excepting from this sale the advowson of the vicarage of Chilterne Domer, and 2a. of ground late in the tenure of Mathewe Gatehouse, clerk, deceased, and sold to him by J. S. and T. B. ; to hold to G. P. of the chief lord of the fee by the rents accustomed. And J. S. and T. B. covenant that G. P. may occupy the premises discharged of all encumbrances ; and that within the space of seven years next ensuing they will do all such things for the better conveying of the premises to G. P. as shall be devised by G. P. ; and J. S. and T. B. appoint John Quarell and Tymothy Gunning their attorneys to give possession of the premises to G. P.

371. *At Wells, January 11, in the 6th year of Charles I., before John Harrington, J.P., George Hunter desires :—*

This indenture made December 31, in the 6th year of Charles I., 1630, between George Hunter of Bedmister, shoemaker : and Robert Deane of the Cittie of Bristol, 'notarie publique,' and Robert Deane his son, witnesseth that G. H. for 40*l.* hath sold to R. D. and R. D. one messuage, and that close of pasture sometime being wood and now divided into several closes of pasture containing 40*a.* called St. John's Wood *alias* Shortwood in East Bishport *alias* East Bishpsworth in Bedmister, with all buildings and rights belonging to the premises, and all deeds concerning the premises, which were in the occupation of John Danyall of Philton *alias* Whitchurch and afterwards in that of Robert Danyell, and now or late in that of John Danyell of Bish-



port and Robert Nelson, gentleman ; to hold to R. D. and R. D. of the chief lord of the fee by the rents accustomed. And G. H. doth warrant R. D. and R. D. in the premises, and doth covenant that he will do all such things as shall be devised for the further assurance of the premises to R. D. and R. D.

372. *At Taunton, the last day of February in the 6th year of Charles I., before John Symes, J.P., William Lyker desires :—*

This indenture made January 29, in the 6th year of Charles I., 1631, between William Lyker of Spaxton, gentleman, and James Knight, son of Frauncis Knight of Broomfielde, witnesseth that W. L. for 10*l.* hath sold to J. K. his part of one tenement, two closes of land called Withayes at Yalwell, one close of land called Walters Laye, one close of arable containing 2*a.*, and  $\frac{1}{2}$ *a.* of meadow in a common mead called Broomehay ; which premises are in Westmonckton and now or late in the tenure of Frauncis Knight ; with all messuages, lands and rights belonging to the premises, and all deeds concerning them ; to hold of the chief lord of the fee by the rents accustomed. And W. L. doth covenant that he hath full power to sell the premises to J. K., and that J. K. may occupy the premises discharged of all encumbrances, one estate of the premises made to John Knight, deceased, by Humfry Lyker, Elizabeth Jeins and Robert Jeins her son for certain years yet to come, and another estate of the premises made by W. L. to F. K., excepted ; and that he will do all such things for the better assurance of the premises to J. K. as shall be devised by J. K. ; and W. L. hath appointed William Towills and John Towills, gentlemen, his attorneys to give possession of the premises to J. K.

373. *At Taunton, July 13, in the 7th year of Charles I., before John Symes, J.P., Nicholas Coleford desires :—*

This indenture made June 15, in the 7th year of Charles I., 1631, between Nicholas Coleford of Pitminster, gentleman, and William Towills of Broomefielde, gentleman, witnesseth that N. C. for 222*l.* hath sold to W. T. his tenement called Yolwell, containing 30*a.* in Moughton *alias* Westmonckton, heretofore in the tenure of Richard Matthew, deceased, and afterwards in that of John (?) Matthew, deceased, his son and sithence in the tenure

of N. C., with all messuages, lands and rights belonging to the premises, and all deeds concerning the premises ; to hold of the chief lord of the rents accustomed. And N. C. will warrant W. T. in the premises, and hath appointed Hugh Crosse and Frauncis Knight of Broomefeeld, yeomen, his attorneys to give possession of the premises to W. T.

374. *At Chard, March 26, in the 8th year of Charles I., before Sir Robert Phelipps, J.P., John Clarke, Henry Clarke and Henry Greedye desire :—*

This indenture made March 25, in the 8th year of Charles I., 1632, between John Clarke of Sampford Arrundel, weaver, Henry Clarke his son and Henry Greedy of Sampford Arundell, the elder, yeoman ; and Thomas Maye of Halberton in Devon, gentleman, witnesseth that J. C., H. C. and H. G. for ros. have sold to T. M. their tenement, with an orchard containing  $\frac{1}{2}a.$ , a garden containing the eighth part of an acre ; one plot of ground called the Moore containing  $\frac{1}{2}a.$  ; one close called the Croft containing  $1a.$  ; one close called the Overlands containing  $2\frac{1}{2}a.$  ; one close called Crofton containing  $2\frac{1}{2}a.$  ; one close called Withebedd containing  $2\frac{1}{2}a.$  ; one close called Footeland containing  $1a.$  ; one close called Bremland containing  $3yds.$  of ground ; one close called Woodacre containing  $3yds.$  of ground ; one close called Woodacre Mead containing  $\frac{1}{2}a.$  ; and one close called the Hams containing  $1yd.$  of ground ; with all buildings, lands and rights belonging to the premises, which are in Sampford Arrundell, and now or late in the several tenures of J. C., H. C., H. G., James Bowringe, Edmund Knight, Robert Poole and John Perry ; to hold to T. M. for his life.

375. *At Wells, January 11, in the 8th year of Charles I., before John Harington, J.P., John Pewe desires :—*

This indenture made November 25, in the 8th year of Charles I., 1632, between John Pewe of Shepton Mallett, clothier, and Richard Pewe of the same, clothier, witnesseth that J. P. for 30*l.* hath sold to R. P. two closes of meadow or pasture of overlands called Kilford Meade with the appurtenances in Charleton or Kilford Street in the parish of Shepton Mallett, sometime in

the tenure of William Hunt, deceased, and now in that of R. P., and one dwelling-house, heretofore a stallhouse, lately built upon the premises. And J. P. doth covenant that he hath full power to sell the premises; and that R. P. may occupy the premises discharged of all encumbrances, one grant made by Richard Pewe the elder of Shepton Mallett, clothier, deceased, father of J. P. and R. P., to Richard Webb, R. P., James Pewe and Johan Pewe, his sons and daughter by indenture of April 30 in the 17th year of James I., containing 4a. of meadow and a stallhouse now converted into a dwelling-house for their lives by the yearly rent of 6*d.* which shall be payable to R. P., excepted. And J. P. during the space of seven years next ensuing will do all such things for the further assurance of the premises to R. P. by fine or otherwise, as shall be devised by R. P.

376. *At Bridgwater, September 21, in the 8th year of Charles I., before Robert Cuffe, J.P., Henry Cheek desires:—*

This indenture made May 3, in the 8th year of Charles I., 1632, between Henry Cheek of Westnewton in North Petherton, gentleman: and William Frauncis of Combefflory, esquire, John Pym of Cannington, esquire, Edward Walker of Neyther Stowey, gentleman, Samuell Raymond of Michaell Creech and William Greenwood of Gregory Stoke, gentlemen, witnesseth that H. C. in consideration of a marriage shortly to be had between him and Dorothy Holworthy, one of the daughters of Hercules Holworthy, late of Bridgwater, esquire, deceased, for the love he beareth unto her, and the comfort which he hopeth to receive by the said match, for a competent jointure for the said Dorothy if she survive him, and in consideration that she hath agreed to assure him her portion of lands of inheritance, hath confirmed to W. F., J. P., E. W., S. R. and W. G. his manor of West Newton, with all messuages, lands and rights belonging, to hold to W. F., etc., to the uses following: concerning the capital messuage and demesne land, to the use of Kateryn Cheek, widow, mother of H. C., as long as she live sole, and after her marriage or death to that of H. C. for life, and after his death to that of Dorothy for life, and after her death to that of the heirs male of the body of H. C. and D. and in default to that of the heirs male of the

body of H. C., and in default to that of Edward Cheek, brother of H. C., and the heirs male of his body, and in default to that of George Cheek his brother, and the heirs male of his body, and in default to that of Thomas Cheek his brother and the heirs male of his body, and in default to that of the right heirs of H. C., and for the residue of the manor to that of H. C. and of the heirs male of the body of H. C. and D. ; and in default as before. And H. C. doth covenant that he hath full power to convey the premises to W. F., etc. ; and that the premises shall be discharged of all encumbrances made by H. C. or Henry Cheek his father, deceased ; and that for the further assurance of the premises he will do all such things as shall be devised by W. F., etc., by fine or otherwise ; provided that if H. C. die without issue male, leaving one or more daughters, and the premises come unto one of his brothers, then the said brother shall pay to the daughters such sums of money as H. C. shall appoint in his last will.

Memorandum. That on May 8, 1632, seisin of the premises was delivered by H. C. to Edward Walker in the presence of us, H. C. and John Walker.

377. *At Mountague, January 4, in the 8th year of Charles I., before Sir Robert Phelipps, J.P., Henry Michaell desires :—*

This indenture tripartite made July 18, in the 8th year of Charles I., 1632, between Sir William Doddington of Bremore in the county of Southampton, knight, Henry Hastings of Woodlands in Dorset, esquire, Thomas Hooper of Edmondsham in Dorset and Henry Michaell of Michaell Gushagg in Dorset, gentleman, of the first part, Sir Daniell Norton of Southwick in the county of Southampton, knight, Edward Tooker of Oxcheston St. Mary in the county of Wilts., esquire, and Thomas Hannam of Wimborne Minster in Dorset, esquire, of the second part, and John Allford of Offrington in Sussex, esquire, and Edward Badby of London, gentleman, of the third part : whereas by indenture of March 13, in the 6th year of Charles I., between Sir John Couper of Wymborne St. Gyles in Dorset, knight and baronet, and W. D., H. H. and T. H. (of the first part of this indenture) J. C. did grant to them the manor of Allerton *alias*.

Allerington and his lands and tenements called Crosse, Weare, Huntspill, Burnham, Lymston and Compton Buishopp to hold to the uses contained in an indenture of the same date between J. C. and D. N., E. T. and T. H. (of the second part of this indenture) as J. C. by his last will should appoint, and whereas J. C. did therein appoint certain lands to be sold for payment of his debts, and whereas upon several suits brought by the creditors of J. C. to have the said lands sold, certain commissioners have been authorised by the Court of Wards and Liveries to make a sale of the lands accordingly, and the sales have been ratified by the decree of the Court and the parties interested ordered to make assurances unto the purchasers, and whereas the Lady Mary Couper, late wife of J. C. hath contracted with the commissioners for the lands herein mentioned, now this indenture witnesseth that W. D., H. H., and T. H. with the consent of D. N., E. T. and T. H., in discharge of the trust in them reposed, and of the decree of the Court and for 4050*l.* to be paid by Lady Couper, have by her appointment sold to J. A. and E. B. (of the third part of this indenture) the manor of Allerton and the lands above-mentioned in Crosse, etc., with all their interest in the premises and all deeds concerning them ; and Henry Michael hath sold to J. A. and E. B. those closes of land and meadow, parcel of the inheritance of J. C. in Lympsam, that is to say : one close of land or pasture called Woodlands Mead containing 9*a.* ; 2*a.* of meadow in two several places in High Meade whereof one acre boundeth south and north against the land of the Earl of Hartford and the other against a parcel of land called Honnymede belonging to the parsonage of Lympton ;  $\frac{1}{2}$ *a.* of meadow inclosed, by the west side of the way which leadeth between Hobbs Boate and Lypeate, and one close of land or pasture called Buntham containing 4*a.* ; with all rights belonging to and all deeds concerning the premises. And W. D., H. H., and T. H. covenant that J. A. and E. B. may occupy the premises discharged of all encumbrances ; and that during the space of five years next ensuing they will do all such things as shall be devised for the better assurance of the premises to J. A. and E. B. by fine or otherwise. And H. M. doth covenant the same.

378. *At West Monkton, July 26, in the 9th year of Charles I., before Robert Cuffe, J.P., Richard Warre desires :—*

This indenture made May 24, in the 9th year of Charles I., 1633, between Richard Warre of Hestercombe, esquire, and John Trowbridge of Taunton, woollen draper, witnesseth that R. W. for 63*l.* hath sold to J. T. that tenement with the lands belonging containing 19*a.* in Middlezoye now in the tenure of Thomas Burte, with all houses, lands and rights belonging, to hold of the chief lord of the fee by the rents accustomed. And whereas there is issuing out of the manor of Middlezoy, whereof the tenement is parcel, a yearly rent of 8*l.* 1*s.* 3*d.* of late payable to King James and by him granted to Dame Dyonis Hext, it is agreed that J. T. shall pay 14*s.* 3½*d.* yearly towards the said rent. And R. W. doth covenant that he hath full power to sell the premises to J. T., and that the premises shall remain to J. T. discharged of all encumbrances, and that J. T. shall not be distrained for any part of the rent except the said 14*s.* 3½*d.*, one grant of the premises by copy of court roll made to Thomas Burte for his life, and another grant of the premises to John and Richard Burte, sons of Thomas, for their lives, excepted. And R. W. will warrant the premises to J. T. and doth covenant that he will do all such things as shall be devised for the better assurance of the premises to J. T. by fine or otherwise as shall be devised by J. T. Provided that if R. W. pay J. T. 63*l.* on June 24, 1635, at the dwelling-house of J. T. in Taunton that then this indenture shall be void.

379. *At Taunton, March 21, in the 7th year of Charles I., before Robert Cuffe, J.P., William Henley desires :—*

This indenture made January 20, in the 7th year of Charles I., 1632, between William Henley of Comb Rawley in Devon, gentleman, and Richard Warren of Taunton, gentleman, witnesseth that W. H. hath sold to R. W. that messuage with its garden and appurtenances in Taunton in the parish of Taunton St. Magdalin on the south side of Forestreet, now or late in the tenure of John Bellamy in the right of Margaret his wife, abutting in the west against the inn called the Redd Lyon ; to hold of the chief lord of the fee by the rents accustomed. And whereas

in the term of St. Michael in the 7th year of Charles I. a fine of the premises was levied between Robert Chicke, plaintiff, and W. H., deforciant, W. H. doth hereby declare that the fine and this indenture are the confirming of a grant of the reversion of the premises after the death of Margaret Bellamy to Robert Chicke for 2000 years and afterwards to the heirs of R. W.

380. *At Taunton, July 24, in the 9th year of Charles I., before William Every, J.P., Richard Perry desires :—*

This indenture made March 22, in the 8th year of Charles I., 1633, between Edward Warre of Chipley, esquire, William Ritherdon of Langford Budville, gentleman, Richard Perry of Nynehead, yeoman, Justine Shapley of Tounstall in Devon, widow, late the wife of Richard Shapley, deceased, Anne Lewes of Watched, widow, late the wife of William Lewes, deceased. John Hodges of Stogursey, yeoman, and Johane his wife, and Phelipp Ingram of Mirthatitfield in the county of Glamorgan, yeoman—Justine, Anne, Johane and Phelipp being the coheirs of Richard Weekes, late of Nynehead, gentleman, of the one part, and Thomas Leigh the elder of Tiverton in Devon, clothier, witnesseth that E. W., W. R., R. P., J. S., A. L., J. and J. H., and P. I., for the better conveyance of the lands hereafter expressed to T. L. and Thomas Leigh the younger by indenture of March 21, in the 8th year of Charles I., have sold to T. L. the manor of Nynehead, *alias* East Nynehead *alias* Nynehead Prior, with all messuages, lands and rights belonging, and all messuages and lands now or late in the several tenures of Margaret Clevenger, Johane Bickley, Sidwell Row, Cicilie Olande, Thomas Smocke, Jaquette Kingsbury, widow, Dionise Croppe, widow, George Wyatt, Kateryn Wyatt, widow, James Ley, William Gregory, Gyles Locke and Thomas Calway; and four tenements and two cottages with a parcel of land called Nynehead Common containing 150a., late in the tenure of Agnes Pearce, widow, John Slutt and John Gibbons, deceased; with the deeds concerning the premises; to hold to T. L. to the uses expressed in the said indenture.

And E. W., etc., warrant the premises to T. L. against them

and their heirs, and have appointed Roger Cade and Edward Thurston their attorneys to give possession of the premises to T. L.

381. *At Bruton, January 24, in the 9th year of Charles I., before Robert Hopton, J.P., Sir Henry Barklye, Edward Bisse and William Swanton desire :—*

This indenture made January 24, in the 9th year of Charles I., 1634, between Sir Henry Barkley of Yarlinton, knight, Edward Bisse of Sparkgrove in Batcombe, esquire, and William Swanton of Brewton, esquire, commissioners on the Statute of Bankrupts against William Mogge *alias* Keene of Wincanton, grasier : and Sir Edward Barkley of Pull *alias* Pill, knight ; whereas there was a Commission of Bankrupts issuing out of his Majesty's Court of Chancery, directed to H. B., E. B., W. S., Sir Ralph Hopton, K.B., and John Farwell, esquire, in the words following : Charles by the grace of God King, etc., to our trusty and well beloved Sir Ralph Hopton, etc., whereas we are informed that William Mogge *alias* Keene of Wincanton, grasier, using the trade of merchandize by way of bargaining, exchange, banking and chevisance, about the month of June in the 7th year of our reign did become bankrupt within the Statute lately made against 'bankroupts' to the intent to defraud Robert Albin of Brewton, yeoman, John Mogge of Shepton Mountague, yeoman, and Elizabeth his wife, administratrix to Bartholomew Field, deceased, William Maddoxe of Kilmington, yeoman, and others his creditors of their just debts, we, minding the due execution of the statute made in the Parliament begun April 2 in the 13th year of our dear sister Elizabeth, late Queen of England, and of another statute made in the Parliament begun March 19 in the 18th year of the reign of our late dear father, James, King, etc., entitled an act for the better relief of creditors, etc., and also in the Parliament begun February 9 in the 21st year of James, etc., upon trust of the wisdom continued in you, do appoint you special commissioners, giving full power unto four or three of you, whereof John Farwell or William Swanton to be one, according to the said statutes to execute all things concerning the said bankrupt, his premises and creditors. Given February 7



in the 8th year of our reign. [As by the said commission more fully doth appear.]

By virtue of which commission H. B., E. B., and W. S. have examined and found bankrupt W. M., witness now these presents that H. B., E. B. and W. S. for 1700*l.* paid to them by E. B. for the use of the creditors of W. M. have sold to E. B. the manor of Hatherly in the parish of Maperton, one messuage in Hatherly, one close of pasture called Wheate Close upon the north-west side of the messuage, one parcel of meadow adjoining the close on the east side, which two closes do contain 23*a.*; one close called Furzy Close containing 10*a.*; one close of pasture called Broad Hatherly, and two closes adjoining which do contain together 66*a.*; one close of pasture called Hillclose with a little meadow adjoining, containing 13*a.*; and the share of 1*a.* of meadow in Wincanton Moore called the running acre; with all messuages, lands and rights belonging to the premises.

382. *At Bruton, June 20, in the 10th year of Charles I., before James Farewell, J.P., Henry Barklye, Edward Bysse and William Swanton desire:—*

This indenture made June 20, in the 10th year of Charles I., 1634, between Sir Henry Barkeley, Edward Bisse and William Swanton, commissioners, etc. (*as in No. 381*): and Thomas Churchey the younger of Wincanton, mercer; whereas there was a commission (*quoted as in No. 381*) and whereas Barnabe Lewys of Wincanton, esquire, by his deed of March 26 in the 14th year of James I., did let to farm to William Mogge that mansion house with a garden, orchard and close of pasture adjoining in Wincanton then or late in the tenure of Lewys Ludwell, containing 4*a.*; that close of pasture adjoining containing 8*a.*; the close called Balshams; the close of arable land and meadow near Awtres (?) Bridge containing 2*a.*; that close of meadow in Aldermeade containing 4*a.*; that close of meadow in the Overmoore of Wincanton containing 6*a.*, sometimes the inheritance of Alexander Ewens, esquire; 4*a.* 3 *yds.* of meadow joining by shutes in a meadow called Broadmeade on the south side of the river adjoining the last-mentioned close; 2*a.* of meadow in Prancefeild in a close adjoining a meadow of Jerome Vynning;

1a. of meadow in the Overmoore near Rowcrafte Bridge ; one close of meadow called Hurdmeade in Hurdmeade containing 5a. then or late in the tenure of William Rogers ; 9a. 3yds. of arable land in the West field of Wincanton in several places then or late in the tenure of Lewys Ludwell ; 7a. 3yds. of arable land in the East field of Wincanton in several places in the same tenure ; with all rights belonging, to hold to W. M. for ninety-nine years if John Mogge his son, and Richard and John Mogge, sons of Richard Mogge, gentleman, brother of W. M., should live so long ; witnesseth these presents that H. B., E. B., and W. S., for 223*l.* 10*s.* paid them by T. C. to the use of W. M. have sold to T. C. these parcels of the said premises : one close of meadow called New Meade containing 6a., 3yds., near Braynes, bounded on the north by a close of Richard Vining, on the south by a close of Marmaduke Mainning and on the east by Abbots Braynes ; the close called Balshams with the ' parrock ' adjoining, adjoining the ground of Richard Vining on the west, a ground call Worthy on the east, and a plot adjoining unto Balshams Lane on the northwest ; and 4a. of arable land in a close in the east field of Wincanton called the Field Close bounded on the east by a close of John Browning and on the west by a close of T. C., to hold to T. C. for the residue of the term of ninety-nine years paying the original rent of 25*s.* a year.

383. *At Yeovil, September 26, in the 10th year of Charles I., before Sir Robert Philipps, J.P., Peter Phelps desires :—*

This indenture made August 10, in the 10th year of Charles I., 1634, between Peter Phelps of Yevell, yeoman, and Roger Wood of Yevell, glover, witnesseth that P. P. for 30*l.* hath sold to R. W. that messuage with an orchard and garden containing 1a. in East Coker, now or late in the tenure of Steven Elford ; that close of meadow lying at Zuddon containing 2a. ; two closes of pasture called Zuddon containing 3a., likewise in the tenure of Steven Elford ; with all buildings and rights belonging to, and all deeds concerning, the premises ; to hold of the chief lord of the fee by the rents accustomed.

And P. P. doth covenant that he hath full power to sell the premises ; and that R. W. may occupy the premises free from

all claims, except a lease made by Geiles Phelps, esquire, deceased, brother of P. P. by deed indented of December 25, in the 40th year of Elizabeth for ninety-nine years, if Steven Elford, Henry Elford, and Samuell Elford, should live so long, for the rent of 13s. 8d. which shall be payable to R. W., and that the premises shall be discharged of all other encumbrances, except the rents due to the chief lord of the fee ; and that during the space of seven years next ensuing he will do all such things as shall be devised by R. W. for the further assurance of the premises to R. W. by fine or otherwise.

### Roll XXVII.

384. *At Wells, January 15, in the 11th year of Charles I., before John Harrington, J.P., Richard Bord desires :—*

This indenture made December 1 in the 11th year of Charles I., 1635, between Richard Bord of Shepton Mallett, clothier, and John Pewe of Shepton Mallett, clothier, witnesseth that R. B. for 20l. hath sold to J. P. 2a. of pasture in an inclosed piece of ground called Huishe on the east side of the town of Shepton Mallett ; 2a. of arable in East Hitchen and 2a. of arable in a ground called Summers Croft on the east side of Shepton Mallett and the east side of the Fosse Way ; which premises are in the tenure of J. P., to hold to J. P. with all rights belonging to the premises.

And R. B. doth covenant that he hath full power to sell the premises to J. P., and J. P. may occupy the premises without any interruption from R. B. or from Edward Brooke, gentleman, or from anyone claiming the premises through William Walton and Ann his wife, deceased, or Robert Glover, deceased ; and that the premises shall be discharged of all encumbrances ; and that he will do all such things for the further assurance of the premises to J. P. by fine or otherwise as shall be devised by J. P., and R. B. hath constituted Richard Pewe and Archiles Whiting his attorneys to give possession of the premises to J. P.

385. *At Wells, the same day before John Harrington, J.P., Richard Bord desires :—*

This indenture made October 16 in the 11th year of Charles I.,

1635, between Richard Bord (*as in No. 384*) and Hercules Whittinge of Shepton Mallett, clothier, witnesseth that R. B. for 30*l.* hath sold to H. W. that dwelling house called Glovers now in the tenure of H. W. in Charleton in the parish of Shepton Mallett ; two closes of meadow adjoining containing 2*a.* ; that parcel of ground adjoining to the King's high way lying over against the tenement of Thomas Bryant ; that close of land and pasture called Junocks containing 3*a.* ; that cottage and close of pasture called Long Close containing 2*a.* ; 2*a.* of land in the South Furlong of a field in Shepton Mallett called East Hitchene ; four doles of ' furses and fearne ' upon Mendipp belonging to the premises ; with all edifices, lands and rights belonging to the premises and all deeds concerning them.

And R. B. doth covenant that he hath full power to sell the premises ; and that H. W. may occupy the premises discharged of all encumbrances made by R. B., Robert Glover, or Edward Brooke ; and that during the space of seven years next ensuing he will do all such things as shall be devised by H. W. for the further assurance of the premises to H. W. by fine or otherwise.

And R. B. hath constituted Richard Pewe and William Whiting his attorneys to give possession of the premises to H. W.

386. *At Wells, the same day, before John Harington, J.P., Richard Board desires :—*

This indenture made October 10 in the 11th year of Charles I., 1635, between Richard Bord (*as in No. 384*) and Pawle Downton, gentleman, witnesseth that R. B. for 24*l.* hath sold to P. D. one close of pasture or arable called Overland containing 6*a.* in a field called the West Feild of Shepton Mallett in the tenure of William Wookey ; one close of pasture called Withybed in Charlton in Shepton Mallett between the ground of Thomas Watts on the south side, and the ground of John Watts on the north containing 1*a.* now in the tenure of John Watts ; which premises are in the parish of Shepton Mallett and were heretofore parcel of a tenement sometime Robert Glovers in Charlton ; with all rights belonging to the premises.

And R. B. doth covenant that he hath full power to sell the

premises, and that the premises shall be discharged of all encumbrances made by R. B., Robert Glover, deceased, Edward Brooke, or William Walton and Anne his wife, deceased, except an estate of the premises for three lives granted by Anthony Allen to William Wookey of the close called Overlands, and an estate granted by Anthony Allen to John Watts for forty years of the close called Withybed; and that during the space of seven years next ensuing he will do all such things as shall be devised by P. D. for the further assurance of the premises to P. D. by fine or otherwise.

387. *At Taunton, April 6, in the 12th year of Charles I., before William Every, J.P., John Saunders desires:—*

This indenture made March 23 in the 11th year of Charles I., 1636, between John Saunders of Taunton, clothier, and George Powell of Taunton, 'phisicion,' witnesseth that J. S. for 250*l.* hath sold to G. P. that portion of tithes of corn, grain, hay, wood, flax, hemp and lambs and all other tithes in Holford and Paulingfeilde in the parish of Combe *alias* Combeflory or elsewhere in Somerset, to the late dissolved Pryory of Taunton belonging and parcel of the possessions heretofore in the tenure of Thomas Scaman and now or late in the tenure of Margarett Saunders, widow, mother of J. S., with all rights belonging to, and all deeds concerning them; to hold of the king as of his manor of East Greenwich in free socage.

And J. S. doth covenant that he hath full power to sell the said tithes, and that they shall be discharged of all encumbrances made by J. S., Symon Saunders his brother or Symon Saunders his father, except a grant of the premises made by Symon Saunders the father to Margaret his wife, for life; and that he will do all such things as shall be devised for the further assurance of the premises to G. P. by fine or otherwise, as shall be devised by G. P.

388. *At Newton in the parish of Yeovil, November 24, in the 12th year of Charles I., before John Harbin, J.P., Francis James, Elizabeth his wife and William James desire:—*

This indenture made November 14, in the 12th year of Charles I., 1636, between Francis James of the Citty of Bristoll,

esquire, eldest son and heir of Francis James, in his lifetime one of the Masters of the Court of Chancery and Doctor of Law, deceased, Elizabeth his wife and William James, gentleman, his brother : and Sir Francis Doddington of Doddington, knight, John St. Albon of Alfoxden, esquire, and William Stroade of Barrington, esquire, witnesseth that F. and E. J., and W. J. for a competent sum of money paid them by F. D. have by the appointment of F. D. sold to J. St. A. and W. S. the manor, capital messuage and demesne lands of Minchin Barrowe and the rectory of Minchin Barrow *alias* Barrow Gurney, with all messuages, lands and rights belonging ; those woods in the said manor called Minchin Barrow Wood *alias* Barrow Grove, Backwell Meade Grove or the Grove below Backwell Meade, Crewes Grove, Bowmans Wood, the Hurne, and the Churchwoods, with all rights belonging ; and all other the hereditaments now of F. and E. J. and W. J. which were the inheritance of F. J. deceased in Minchin Barrow, except such hereditaments as by indenture of June 23, 1636, between F. J., W. J. and Blanche James their mother were assured to Robert Cotterell, and all lands wherein F. J. is interested only for years.

389. *At Wells, January 12, in the 12th year of Charles I., before John Harrington, J.P., William Swanton, Simon Court and Benjamin Randall desire :—*

This indenture made September 9 in the 12th year of Charles I., 1636, between William Swanton, esquire, Simon Court, gentleman, and Benjamin Randall, gentleman : and Robert Pitman of Halton, butcher ; whereas Charles, King, *etc.* by his commission of February 16 in the 10th year of his reign, minding the due execution of the statutes of Bankrupts, and whereas he was informed that Robert Day and Richard Pitman of Halton, graziers and co-partners, did about November in the same year become bankrupts and departed from their dwelling-houses, appointed W. S., S. C., B. R., Edward Wykes and John Swanton to have power concerning the said bankrupts and their property according to the said statutes ; by force of which commission W. S., S. C., and B. R. have declared Richard Pitman bankrupt from September 29 in the 10th year of Charles I. and that he

was possessed amongst other things of these parcels of a copy hold tenement in Halton, viz. one close of pasture called Hatherley containing 4*a.* ; one close of pasture called Land Marshe containing 8*a.* ; one close of arable called Blutfurlong containing 7*a.* ; one close of arable called Downe containing 3*a.* ; one close of pasture called Hooke and Tonthill containing 5*a.* ; one close of meadow called Greate Duddiscombe containing 4*a.*, and one close of pasture called the Parke containing 6*a.* ; for term of his life : witnesseth these presents that W. S., S. C., and B. R. by virtue of their commission have, for 134*l.* to be paid to the creditors of Richard Pitman, to everyone a proportionable rate according to his debt, sold the above premises to Robert Pitman to hold for the term of the said Richard, paying yearly towards the original rent 18*s.*

390. *At Wells, January 12, in the 12th year of Charles I., before John Harrington, J.P., William Sage desires :—*

This indenture made November 20 in the 12th year of Charles I., 1636, between William Sage of the City of Bristoll, tanner, and William Coxe of Long Ashton, gentleman, and Margaret his wife, witnesseth that W. S. for 520*l.* hath sold to W. and M. C. that messuage and 48*a.* of land, meadow and pasture belonging, now or late in the tenure of Robert Fiven in Belluton ; that messuage and 30*a.* of land, meadow and pasture late in the tenure of Agnes Perrin, widow, in Belluton ; two tenements in Belluton now or late in the tenure of Richard Taylor ; and all his other lands and rights in Belluton, Pensford, Publowe or Stantondrew ; with all deeds concerning the premises.

And W. S. doth covenant that W. and M. C. may occupy the premises discharged of all encumbrances, except a lease of the messuage, parcel of the lands late in the occupation of Robert Fiven, unto Richard Bryan and two others for their lives whereupon the yearly rent of 4*l.* and one capon is reserved, a lease of the messuage, parcel of the lands late in the occupation of Agnes Perrin, to Thomas Davis for ninety-nine years terminable upon three lives, for the yearly rent of 8*s.* and a capon ; a lease to William Cottrell of 2½*a.* of land, parcel of the lands late in the tenure of R. Fiven for ninety-nine years for the yearly

rent of 2s., and a lease to Arthur Jones of 2a. of land, parcel of the lands late in the tenure of Agnes Perrin, for ninety-nine years for the yearly rent of 2s., which rents shall be payable to W. and M. C., and that within the space of seven years next ensuing he will do all such things as shall be devised by W. C. for the further assurance of the premises to W. and M. C. by fine or otherwise.

391. *At Ilchester, April 20, in the 13th year of Charles I., before John Harbin, J.P., William Swanton, Thomas Preene, and John Taylor desire :—*

This indenture made January 25 in the 12th year of Charles I., 1637, between William Swanton, esquire, Thomas Preene, gentleman, and John Taylor, gentleman: and Robert Beaton of Puddimore Milton, yeoman: whereas the said King Charles by his commission of April 28 in the 10th year of his reign, minding the due execution of the Statutes of Bankrupts, and whereas he was informed that Thomas Bull and John Bull of Long Sutton, graziers and co-partners, about November in the 9th year of his reign did become bankrupts and depart from their houses, hath appointed W. S., T. P., J. T., Richard King, esquire, and William Strode, gentleman, or any three of them, whereof William Swanton or Richard King to be one, with full power concerning the said bankrupts and their property; by force of which commission W. S., T. P., and J. T. found that Thomas Bull at the time when he became bankrupt was possessed of two copy hold tenements in Sutton Hosey, and have caused the lands belonging to the said tenements to be appraised and for 420*l.* to be paid to the creditors of T. Bull, have sold certain lands contained in a schedule annexed to R. B. to hold during the term of T. B.

A schedule of certain lands of T. B. which are sold unto R. B.

One tenement, sometimes Parson's tenement, containing 44a. 1*r.* of land, meadow and pasture in Long Sutton, which T. B. holdeth for his life and for that of John and Robert his sons, and one tenement wherein T. B. lately dwelt containing 17a. and 1*r.* of land, meadow and pasture in Long Sutton which T. B. holdeth during the lives of himself, and of William and Timothy his sons.



392. *At Mountagu, September 27, in the 13th year of Charles I., before Sir Robert Phelipps, J.P., William Balche desires:—*

This indenture made September 26 in the 13th year of Charles I., 1637, between William Balche of Sherborne in Dorset, butcher, and Henry Dallwood of Stockett in Stoke under Hambdon, freemason, witnesseth that W. B. for 8*l.* hath sold to H. D. that acre of arable land in Stockett Fyeld in a furlong called Hangenland in the parish of Stoke under Hambdon, between the land of the King, now or late in the tenure of William Longford on the east, and the land belonging to the provostry, free chapel or rectory of Stoke under Hambdon now in the tenure of Johan Strowde, widow, on the west; which acre was sometime in the tenure of Robert Pawdye, late of Mountague, husbandman, deceased; with all rights belonging to, and all deeds concerning the premises; to hold of the chief lord of the fee by the rents accustomed.

And W. B. doth covenant that he hath full power to sell the premises; and that H. D. may hold the premises discharged of all encumbrances, except one demise made by W. B. and William Balche his father to John Miltons, late of Tintenhull, deceased, and his executors for ninety-nine years at the yearly rent of 1*s.*, which shall be payable to H. D.; and that he and Elizabeth his wife for the further assurance of the premises to H. D. will do all such things as shall be devised by H. D. by fine or otherwise; and W. B. hath appointed George Pitt and Robert Chaffey, yeomen, his attorneys, to give possession of the premises to H. D.

393. *At Mountague, September 27, in the 13th year of Charles I., before Sir Robert Phelips, J.P., Francis Howse desires:—*

This indenture made September 17 in the 13th year of Charles I., 1637, between Francis Howse of Mountague, sackweaver, and Henry Dallwood (*as in No. 392*) witnesseth that F. H. for 27*l.* 6*s.* 8*d.* hath sold to H. D. 1*a.* of arable land, now or late in the tenure of Johan Stower, widow, in Stoke under Hambdon, in a field called Shuteland between the land now or late in the tenure of John Mabbert on the west, and the land now or late in the tenure of John Tachell on the east; which

acre by deed indented of April 18 in the 12th year of King James I. was sold by Sir Thomas Freke, knight, to F. H., excepting to Sir Thomas rights of felons and outlaws, waifs and strays, hawking and hunting.

And F. H. doth covenant that he hath full power to sell the premises ; and H. D. may hold the premises discharged of all encumbrances made by F. H., and Sir Thomas Freke, and that he and Anne his wife will within the space of seven years next ensuing do all such things for the better assurance of the premises to H. D. by fine or otherwise as shall be devised by H. D. And F. H. hath ordained George Pitt and Robert Chaffey, yeomen, his attorneys to give possession of the premises to H. D.

394. *At Yeovil, December 21, in the 13th year of Charles I., before Sir Robert Phelipps, J.P., Richard Pawly desires :—*

This indenture made September 29 in the 13th year of Charles I., 1637, between Richard Pawly of Preston Barmondsey, husbandman, and Lionell Pawly of Preston Plucknett, yeoman, witnesseth that R. P. in consideration of certain covenants to be performed between R. P. and L. P., hath sold to L. P.  $4\frac{1}{2}a.$  of arable land ; *1a.* *3yds.* lying under Deane, three  $\frac{1}{2}a.$  lying near Shorthedge, *5yds.* lying at Thornepath, sometimes parcel of a tenement late in the tenure of John Lidgell ; which lands are or were parcel of the manor of Yevell, and are in the manor fields of Yevell and Preston Plucknett, and in the tenure of L. P., with all rights belonging to, and all deeds concerning, the premises ; to hold of the chief lord of the fee by the rents accustomed. And R. P. doth covenant that L. P. may hold the premises discharged of all encumbrances.

395. *At Mountague, April 10, in the 14th year of Charles I., before John Coventry, J.P., Sir Robert Phelipps desires :—*

This indenture made April 10 in the 14th year of Charles I., 1638, between Sir Robert Phelipps of Mountague, knight : and Edward Phelipps, esquire, his son and heir apparent, Thomas Smith of Longaishton, esquire, and Christopher Doddington of Lincolnes Inn, London, esquire, witnesseth that R. P. for the satisfaction of such debts as he shall owe at the time of his death, and for the raising of money for the portions of Helena

and Elizabeth Phelips his daughters and for 20s. hath sold to E. P., T. S., and C. D., with the attornment of Zachary Hillard, gentleman, the present lessee of the lands hereundermentioned, his manor of Mochellney, with all messuages, lands and rights belonging; that Sheep house and the lands called Horsey containing 100a., sometime in the tenure of Robert and John Lane, and sometime parcel of the manor of Mochellney, and all his other lands called Horsey in the said manor, and in the parishes of Mochelney and Langport, with all houses and lands belonging; and his messuages and lands in Langport; with all deeds concerning the premises.

And R. P. doth warrant the premises to E. P., T. S. and C. D. Nevertheless this conveyance is made to the purpose and upon trust reposed by R. P. in E. P., T. S., and C. D. that they will, with all convenient speed, sell the said manor at the best value that they can make, for the payment of such debts as R. P. shall owe at the time of his death, and the overplus of the monies shall be unto the said Helena and Elizabeth Phelipps in equal portions; provided that if either daughter die unmarried in the lifetime of the Lady Bridgett Phelipps their mother, her portion shall be divided between E. P. and the survivor, and if both daughters so die, then the money shall be unto E. P.

I do desire my trusty friends that in case any difference shall arise between them touching the sale of the said lands or any trust by me reposed in them, that they be guided therein by my best friend John Coventrie, esquire, for reconciling thereof—*(signed)* Robert Phelipps.

Provided that if R. P. be minded to make void the above conveyance and by writing subscribed with his name written by his own hand, and sealed with his seal in the presence of two or more credible witnesses, declare such to be his intention, that then this conveyance shall be void, and R. P. may re-enter the premises.

Memorandum. That Zachary Hillard, herein named the present lessee, did forthwith upon the sealing hereof assent to this conveyance and attorn to the same. *(Signed)* Zachariam Hillard in the presence of J. Coventrie, Chr. Browne, John Hutchins.

My meaning is that all such interest as Sir Robert Gorge

and Sir Henry Berkelie, knights, have in the manor of Mochelney and other lands in trust for me shall go towards the payment of my debts and of my daughters' portions, and the benefit of the same trust shall wait upon this present conveyance. (*Signed*) Robert Phelipps, J. Coventrie, Chr. Browne, Zacharie Hillard, John Hutchins.

396. *At Bath, July 4, in the 14th year of Charles I., before Thomas Smyth, J.P., and Matthew Hopkins, clerk of the peace, Edward Bridges desires:—*

This indenture made June 19 in the 14th year of Charles I., 1638, between Edward Bridges of Keynsham, esquire: and John Coventry of Barton, esquire, and Sir Robert Pye of the Cittie of Westminster, knight, committees of the wardship of the body and land of George Speake, esquire, his Majesty's ward, and Edward Phelipps of Mountague, esquire: whereas there have been several suits depending between George Speake, the said committees, and E. B. and his children in his Majesty's Court of Wards and Liveries, which suits by consent of the parties and order of the Court were referred to the determination of Sir Edward Yate, knight and baronet, and Sir Edward Hungerford, K.B., who by their writing of the 14th June instant, awarded, amongst other things, that E. B. should before November 1 next ensuing assure to J. C., R. P., and E. P. the parcels of land hereafter mentioned, which award was decreed by the Court the 16 June instant; now these presents witness that E. B. in obedience to the award and for a competent sum of money hath sold to J. C., R. P. and E. B. the following lands: that close of land called Middleham containing 47*a.*; that close of land called Hamsoule containing 27*a.*; those parcels of land called Dryleaze containing 60*a.*; those parcels of land called Higher Cleynes containing 10*a.*, which are or late were in the possession of E. B., and are or were parcels of the manor of Keynsham in Keynsham.

And E. B. doth covenant that he hath full power to sell the premises; and that the premises shall be discharged of all encumbrances made by E. B. or by Sir Thomas Bridges his father, deceased. Provided that it is the intent of these presents that if E. B., Edward, Thomas and George Bridges his sons and Philippe,

Elizabeth, Katherine and Amy Bridges his daughters do perform the award of the Court of Wards and Liveries, then this indenture shall be void.

And J. C., R. P., and E. P. covenant that until E. B., or any of his children fail in performance of the award, they may occupy the premises. And E. B. doth covenant that he will do all such things as shall be devised by J. C., R. P. and E. P. for the further assurance of the premises to J. C., R. P. and E. P. by fine or otherwise.

397. *At Ilchester, April 24, in the 15th year of Charles I., before John Harrington, J.P., Richard Boord desires :—*

This indenture made March 15 in the 14th year of Charles I., 1639, between Richard Boord of Shepton Mallett, clothier, and Thomas Strode of Bowleis in Shepton Mallett, gentleman, witnesseth that R. B. for 66*l.* hath sold to T. S. that cottage in Charleton in the parish of Shepton Mallett with a garden adjoining now in the tenure of James Bartlett ; that cottage in Charlton with the plot of ground adjoining containing the fourth part of an acre, now in the tenure of William Davis ; 3*a.* of meadow in Haydon, 1*a.* of meadow in Charcombe, and 2*a.* of pasture or arable in Jugstonhill (?), now in the tenure of John Charnbury ; three closes of meadow in Shepton Mallett called North Closes containing 10*a.* ; 2*a.* of arable in Beardlefield in a furlong called Soweland now in the tenure of T. S., which premises are in the parish of Shepton Mallett, and late were parcel of a tenement in Charleton sometime in the tenure of Robert Glover, deceased ; with all rights belonging to, and all deeds concerning the premises ; to hold of the chief lord of the fee by the rents accustomed.

And R. B. doth covenant that he hath full power to sell the premises ; and that the premises shall be discharged of all encumbrances ; and that he and Johan his wife will do all such things as shall be devised by T. S., within the space of five years next ensuing for the further assurance of the premises to T. S. by fine or otherwise.

398. *At Ilchester, April 24, in the 15th year of Charles I., before John Harrington, J.P., Richard Pewe desires :—*

This indenture made March 14 in the 14th year of Charles I.,

1639, between Richard Pewe of Shepton Mallett, clothier, and Richard Boord of Shepton Mallett, clothier, witnesseth that R. P. for 140*l.* hath sold to R. B. one close of meadow in Shepton Mallett containing 1*a.* called Kilver Meade abutting upon the land of the Prince his Highness now in the tenure of R. B. on the west, and the land of the Prince in the tenure of R. P. on the east; two closes of meadow or pasture of overlands called Kilford Meade, with all lands belonging in Charleton or Kilford Streete in Shepton Mallett or elsewhere in Somerset; which closes were parcel of a tenement near the west side of the market-place of Shepton Mallett, and were sometimes in the tenure of William Hunt, deceased, and are now in that of R. P.; and a dwelling-house heretofore a stall house lately built upon the premises; with all rights belonging to, and all deeds concerning the premises; to hold of the chief lord of the fee by the rents accustomed.

And R. P. doth covenant that he hath full power to sell the premises and that he will discharge the premises of all encumbrances, except leases and the rents to the chief lord of the fee; and that within the space of seven years next ensuing he will do all such things as shall be devised by R. B. for the further assurance of the premises to R. B. by fine or otherwise.

399. *At Yeovil, April 13, in the 13th year of Charles I., before Sir Robert Phelps, J.P., Roger Wood and Thomasine his wife desire :—*

This indenture made March 9 in the 12th year of Charles I., 1637, between Roger Wood of Yevell, glover, and Thomasine his wife and Peter Phelpes of Yevell, yeoman, witnesseth that R. and T. W. for 40*l.* have sold to P. P. that messuage with an orchard and garden belonging containing 1*a.* in East Coker, now in the tenure of Steven Elford; that close of meadow at Zuddon containing 2*a.*; two closes of pasture or arable called Zuddon containing 3*a.*, in the tenure of Steven Elford; with all buildings and rights belonging to the premises and all deeds concerning them; to hold of the chief lord of the fee by the rents accustomed.

And R. W. doth covenant that the premises shall be dis-

charged of encumbrances, except the rents to the chief lord of the fee ; and that within the space of seven years next ensuing he and T. his wife will do all such things as shall be devised by P. P. for the further assurance of the premises to P. P. by fine or otherwise ; and they appoint Thomas Hallett and Edmund Ludlow their attorneys to give possession of the premises to P. P.

400. *At Bridgwater, October 15, in the 17th year of Charles I., before John Harrington, J.P., Thomas Young desires :—*

This indenture made October 1 in the 17th year of Charles I., 1642, between Thomas Young of London, gentleman, and Johane Cellicke of North Petherton, widow, witnesseth that T. Y. for 55*l.* hath sold to J. C. two messuages in North Petherton, whereof one lyeth in Weste Streete, and now is or late was, in the tenure of Elizabeth Young, relict of George Young, late of North Petherton, gentleman, deceased, father of T. Y., and the other is at Dryers Greene and is now in the tenure of John Dibble, to hold of the chief lord of the fee by the rents accustomed.

And T. Y. doth covenant that he will discharge the premises of all encumbrances, except a lease made by George Young and John Symes to Jasper English of North Petherton for ninety-nine years determinable upon the lives of — (*illegible*) English his wife and Jane and — (*illegible*) his daughters ; and that within the space of seven years next ensuing he will do all such things as shall be devised for the further assurance of the premises to J. C.

### Roll XXVIII.

401. *This indenture, between John Crosse and William Crosse, is almost entirely illegible. Margeret wife of John Crosse and Hugh their son are mentioned and property in Thorne St. Margaret, Kittesford, and in Devon.*

402. *At the general sessions of the peace held at Taunton on Tuesday, July 8, 1651, before William Cealie, Henry Bonner, Thomas Siderfin, John Turbervile, George Searle, Robert Morgan, John Gorges, Thomas Gorges, esquires, J.P.s :—*

This indenture made February 1, 1650/1, between Thomas

Colford of Broomefeild, gentleman, and Amye Wood of Kittesford, daughter of Tristram Woode, late of Kittesford, gentleman, deceased, witnesseth that T. C. for 900*l.* hath sold to A. W. two pieces of ground or 'iland' containing 100*a.* of land and pasture in Stockland Bristoll, Cannyngton, Stogursey, Otterhampton and Huntspill, now or late in the tenure of T. C., with all rights belonging to the premises, including wreck of sea, and all deeds concerning them; to hold of the chief lord of the fee by the rents accustomed. And T. C. doth covenant that he hath full power to sell the premises; and that the premises are discharged of all encumbrances, except the rents due to the chief lord of the fee, and that for the further assuring of the premises to A. W., T. C. and Elizabeth his wife, within the space of seven years next ensuing, will do all such things by fine or otherwise, as shall be devised by A. W.

And T. C. hath deputed John Grove of Spaxton, gentleman, and John Govett of Stringston, gentleman, his attorneys, to give possession of the premises to A. W.

*Signed*: Tho. Colford, in the presence of William Colford, Henry Upton, Samll. Raymond, Alex. Webber, Henry Hoyell, Edward Stoake.

Memorandum that February 11, 1650, Henry Upton, tenant of the lands above mentioned did pay A. W. 6*d.* and did attorn unto her in the presence of the same witnesses; and that on February 12, John Grove gave seisin of the premises to A. W. in the presence of Nicholas Colford, John Day and John Prince.

T. C. on July 8 did acknowledge this deed before Thomas Gorges, J.P., and John Haggat, clerk of the peace.

403. *At the general sessions of the 'publique' peace held at Bridgwater, September 30, 1651, before John Pyne, William Ceely, Thomas Siderfin, John Turbervill, Thomas Hatch, Edward Ceely, Thomas Gorges, George Lutterell, John Cary, Robert Morgan and Giles Strangewaies, esquires, J.P.s:—*

To all Christian people to whom this present writing shall come, we, Thomas Chapline of Wellington, yeoman, brother and heir unto John Chapline, late of Wellington, weaver, deceased, John Hayne, cordwinder, Robert Norman, yeoman, both of Wel-



lington, and Edward Buckley of Ninehead, yeoman, send greeting in our Lord God everlasting; know ye that we for 100*l.* paid by Kathryne Chapline of Wellington, widow, have released to her, being now in possession, all our rights in one messuage called Brooke; one 'fardell' of land containing 18*a.*; one parcel of land, meadow and pasture to the messuage belonging; one tucking-mill in the said premises lately erected, in the tithing of Perry in Wellington, now in the tenure of K. C., with all rights belonging; to hold to K. C. as fully as we ourselves did. And we do covenant not to challenge henceforward the right of K. C. to the premises; and to do all such things as shall be devised by K. C. for the further assurance of the premises to K. C.

*Signed.* October 1, 1651, Edward Bickley, the mark of Thomas Chaplin, the mark of Robert Norman, in the presence of John Holworthy, William Gullett, William Carnell.

Acknowledged and enrolled October 1, 1651.

404. This indenture made July 21, 1652, between Robert Blaunch of Flexbourton, yeoman, son and heir of Robert Blaunch, late of Flexbourton, yeoman, and John Cox of Flexbourton, gentleman, witnesseth that for 73*l.* R. B. hath sold to J. C. one close of meadow containing 2*a.* now or late in the occupation of Henry Hilsley, husbandman, in the North Closes *alias* North Feildes in Flexbourton, heretofore parcel of the manor of Flexbourton, between the land of J. C. on the south-east, and a parcel of meadow, the land of Samuell Porter, on the north-west and extendeth from the lane there towards the south unto a parcel of meadow of Frauncis Parsons towards the north; one close of pasture containing 6*a.*, heretofore two closes, now or late in the tenure of J. C. whereof one containeth 4*a.* and is called Breach Hill, and the other, containing 2*a.*, is called East-field, in Flexbourton, between a close of pasture now or late of Walter Buggesse towards the south, and certain parcels of pasture ground now or late in the tenure of Charles Hardwick and Robert Phippes on the north, certain pasture grounds now or late in the tenure of Charles Hardwick and John Parsons on the east, and certain grounds now or late in the occupation of J. C. and

Robert Phippes on the west ; 1a. of arable land in a common field called Doverly between a ground now or late in the holding of J. C. towards the west and a parcel of arable land now in the holding of R. Phippes on the east ; 1½a. of pasture ground called Murriatts now or late in the tenure of Matthew Cox who married Ann, mother of R. B., between a close of pasture now or late in the tenure of J. C. on the north, a piece of pasture ground now or late in the holding of Robert Cox adjoining to Burton River on the south, the lands of Samuell Porter on the east, and the lands of Frauncis Parsons on the west ; with all rights belonging to the premises, and all deeds concerning the premises, and copies of deeds concerning the premises with other lands of R. B., and R. B. will produce the originals of such deeds in any court of record at the request of J. C. To hold to J. C. of the chief lord of the fee by the rents accustomed.

And R. B. doth warrant the premises to J. C. and doth covenant that he hath full power to sell the premises to J. C. ; and that the premises shall be discharged of all encumbrances, except a lease of October 14 last made by R. B. to Mary Blaunch, his sister, of the close called Murriatts to hold for ninety-nine years after the decease of Ann, wife of Matthew Cox, if Mary B. and William son of Matthew Cox should live so long, at the yearly rent of a pepper corn ; and that he will do all such things as shall be devised for the further assurance of the premises to J. C. as J. C. shall devise.

R. B. July 22, 1652, did acknowledge this deed before us William Cole, J.P., and John Haggatt, clerk of the peace.

405. This indenture made July 30, 1652, between Edward Jenkins of Broomhill, yeoman, and Joseph Salford of London, leather seller : whereas William Skinner, William Robinson, Sampson Sheffield, Samuel Gochin, Henry Sealy, William Lisle and Arthur Samuell, esquires, are appointed trustees by an Act of this present Parliament entitled 'an Act for the Sale of severall landes and estates forfeited to the Commonwealth for treason' and are empowered to sell such premises ; and whereas W. S., S. S., S. G., W. L. and A. S. by their deed indented of July 20 last did sell to E. J. amongst other things nine closes

of arable and pasture ground in the manor of Heathcombe containing  $58\frac{1}{2}a.$  ; that parcel of meadow bounded together with the closes by Heathcombe Hill on the north and Edward Jenkins' ground on the south, containing  $1a.$  ; and  $2r.$  now or late in the tenure of Katherin Safford ; with all rights belonging to the premises, which Sir John Stowell, knight, by indenture of January 29, 1627, demised to Bartholomew Safford for ninety-nine years if Bartholomew, Thomas and James his sons should live so long, for the yearly rent of  $6s. 7d.$  and  $40s.$  for 'herryett' ; which premises were parcel of the possessions of the said Sir John, one of the persons in the said act named, whose estate is declared to be justly forfeited for his treason against the Parliament and people of England ; to hold to E. J. discharged of all encumbrances made by the said trustees ; now this indenture witnesseth that E. J. for  $35l.$  paid to him by J. S. at the appointment of Katherine Safford hath sold to J. S. the afore-said nine closes of pasture and one parcel of meadow. And E. J. doth covenant that within the space of seven years next ensuing he will make such further assurance of the premises to J. S. as shall be devised by J. S.

Signed by E. J. in the presence of William Symons, James Safford, Thomas — (*illegible*).

406. This indenture made March 1, 1655/6, between John Cridland and Francis Cridland of Spaxton, gentlemen : and Richard Musgrave of Nettlecombe, John Northover and George Northover of Aller, gentlemen, and Jane, daughter and heir of Edward Fry, gentleman, deceased ; witnesseth that J. and F. C. for a marriage to be had and a competent jointure to be made to J. F. after the death of F. C. have sold to R. M., J. N. and G. N. the manor of Wythyscombe Weeke *alias* Wythycombe and the advowson of the parish church of Withiecombe, with all houses, lands and rights belonging, and that tenement in Posbridge in Aisholt called Posbridge, and that tenement called Southolmes in Spaxton ; to hold to R. M., R. N. and G. N. to the uses hereunder expressed : viz. the capital messuage of Withycombe Weeke with its appurtenances except two closes called the Bulkes (?), two closes called the Bromeherries in the

possession of Hugh Hancocke, 1a. 1yd. of 'sheare' in Hentsmeade, one close called Carsway, 3a. of meadow called Pill meadow, one close called Dillenhead, one close called Beards, three closes containing 3a. called Perryhayes, Willans close and Willans Meade, one close called Bromesclose (?); to hold to the use of F. C. for his life, and after his death to J. F. for her jointure and after her death to that of the eldest son of F. C. and the heirs male of his body and in default to that of the second son and the heirs male of his body (*and so on, down to the seventh son*) and in default (*several lines illegible, but probably leaves the property to the children of F. C. by another wife, if Jane should die and he marry again, as below*); and in default to the use of Henry Cridland, brother of F. C. and his sons (*as before*) and in default to that of the right heirs of F. C., and concerning the closes excepted above, the rest of the manor, the advowson and the two tenements, to J. F. for her jointure and to J. C. for his life, so that he may make leases of the same, except of the two tenements, and after his death to the use of F. C., and to that of his sons (*as above*) and in default to the heirs male of the wife (*if he marry again after the death of J. F.*) that F. C. shall have at the time of his death, and in default to Henry Cridland and his sons (*as above*), and in default to the right heirs of F. C. Provided that after the death of J. F. if F. C. marry again he may settle the premises on such wife.

407. This indenture made March 4, 1655, between Jane Fry, daughter of Edward Fry of Cannington, deceased, of the first part, Richard Musgrave, John Northover and George Northover of the second part, and Francis Cridland of the third part (*as in No. 406*), witnesseth that J. F. in consideration of the marriage to be had between her and F. C. and for the payment of the debts of Edward Fry, except an annuity of 40*l.* payable to John Symes of Pownsford, esquire, which F. C. hath undertaken, hath sold to R. M., J. N., and G. N. that capital messuage with its appurtenances in Cannington called Chilton Trivett, with all buildings and lands belonging, a close of meadow called Kitchin Meade, a close of pasture called Pearses, a close of pasture called Rowken Grove, a close of pasture called West Elmes, containing

7a. ; a close of pasture called Slugges Acre, a close of pasture called Oathayes, three closes of arable land called Woodfeilds, two closes of pasture called Marishe Mountagues Moore, two coppices called the Higher Wood and the Lower Wood, one close of arable called Broadmoore, containing 21a. ; three closes of meadow called Huckells Hayes containing 18a. ; one close of meadow called Kingsmeade and Hundred Acres containing 11a. ; two closes of pasture called Waterleaze containing 22a. ; the tenement late Hawkwells containing 9a. 3yds. ; four closes called Plowmans Ground containing 8a. ; three closes called the Three Elms containing 8a. ; two closes called Nickoles Meade and parrock containing 3a. ; the New orchard and parrock called Weekes his orchard and parrock, containing by estimation 200a. in all ; which premises are in Cannington ; with all rights belonging to the premises, which are now in the possession of R. M., J. N., and G. N., to hold to them to the uses hereunder, viz. as to Broadmoore, Waterleaze, Kingsmeade, Hundred Acres, Huckles Hayes, Hawkwells Tenement, the New Orchard and Paddock, Nickholes Meade, West Elmes and Plowmans Ground, to the use of F. C. for his life and after his death to that of his sons (*as in No. 406*) and in default to his daughters by J. F., and in default to that of the right heirs of F. C. ; and concerning the capital messuage, to the use of J. F. for life and after her death to that of F. C. for his life, and after his death to that of their sons (*as above*) and in default to that of their daughters and in default to the right heirs of J. F.

On the back : Signed in the presence of Fran. Carleill, John Collard, George Howe, Jane Galhampton. Be it remembered that quiet possession was taken by Jane Fry of the mansion house called Chilton Trivett and thereupon seison was given of the premises to R. M., J. N. and G. N. according to the effect of the deed in the presence of Fran. Carleill, George Howe, John Collard and Rebeckah Northover.



## NOTES

### Roll I.

1. The Fraternity of the B.V.M. at Chard is mentioned in 1400. In 1548 the wardens received a rental of 34*l.* 9*s.* 8*d.* from thirty-four tenants of burgages and lands, including John Smyth.

3. Sir Thomas Dyer (d. 1565) belonged to the Wincanton family of that name. He was a 'gentleman sewer' at the court of Henry VIII, was knighted in 1546 and was M.P. for Bridgwater and sheriff of Somerset and Dorset in 1559. His son, Sir Edward Dyer (see no. 121), was a well-known poet and diplomatist at the court of Queen Elizabeth. Silvers is preserved as a field name, but the house has disappeared.

4. Henry Daubeney, created Earl of Bridgwater by Henry VIII, was the only son of Giles, Lord Daubeney, of South Petherton. He is said to have ruined himself by extravagance at Court, particularly at the Field of the Cloth of Gold, and to have died in poverty at his manor of South Perrott in Dorset in 1548. This probably accounts for his sale of Long Ashton and of North Perrott (see no. 16). Sir Hugh Poulet of Hinton St. George (d. 1573), was sheriff of Somerset and Dorset 1536, 1542, 1547, M.P. for Somerset 1572-3, and a J.P. for Somerset through four reigns. In 1549 as knight-marshal of Edward VI.'s army he defeated the Catholic rising in the west; he was governor of Jersey from 1551, and vice-president of the Council of the Welsh Marches from 1559. Elizabeth Speke was the widow of Sir George Speke of Whitelackington, o.s.p. 1528.

5. Sprod Ragell; probably Ridgehill in Winford; Collinson mentions the hamlet of Ragell or Regill; one John Sprot of Ragell occurs in 1280, possibly this may provide a clue to the curious name.

6. Sir Thomas Horner of Mells, J.P., o.s.p. 1552.

7. Sir William Carent of Toomer in Henstridge, sheriff of Somerset and Dorset 1522; d. 1564. Dorothy Carent = Thomas Horsey. Horwood lies about a mile to the south-east of Wincanton, and is now in Stoke Trister parish.

11. Bickfield Farm in Compton Martin is an old house which may date from the time of the Roynons.

12. Astington, i.e. Ashington; Mudford Terry or Mudford Street was a separate manor which belonged in the twelfth century to the Theodoric or Terricus family. Old Sock or Sock is a hamlet in Mudford.

14. Giles Penny of East Coker was a lawyer and standing counsel to the abbeys of Muchelney and Athelney before the Dissolution. He d. 1560, and was buried at East Coker, but a brass to him and his first wife Isabel is in St. John's Church, Yeovil.

16. Sir Thomas Arundel (c. 1500-51) was the second son of Sir John Arundel of Lanherne. He = Margaret, dau. of Lord Edmund Howard and sister of Queen Katherine. He was gentleman of the Privy Chamber to Cardinal Wolsey. At the Dissolution Arundel purchased the Shaftesbury Abbey estates, and in 1547 Wardour Castle, being the ancestor of the lords Arundel of Wardour. He was imprisoned for complicity in the western rebellion of 1549, and in 1551, having been arrested with the Duke of Somerset, was executed on Tower Hill. Sir John Byconnell of North Perrott o.s.p. 1500, leaving his property to his stepson William St. Maur for life, with remainder to his friend, Lord Daubeney, whose son, Henry, Earl of Bridgwater, had eventually succeeded to North and South Perrott. Pipplepen farm is in North Perrott.

17. Part of Quedam Street remains in an alley in Yeovil leading out of Vicarage Street.

## Roll II.

19 and 40. Sir John St. Loe of Sutton Court in Chew Magna; M.P. for Somerset 1545-7; sheriff of Somerset and Dorset 1551; = Margaret Fitznicholas; d. 1558.

20. Chittern, near Heytesbury.

21. Troctoishill, probably Truddoxhill; in no. 88 it is Turtockshill. John Horner of Stoke St. Michael was Sir Thomas Horner's brother.

29. Samforde; Sandford Orcas near Sherborne, now in Dorset. An old house named Jerards preserves the name of its early owners. Herford is a hamlet in Brompton Regis.

31. Holwalle; Holwell near Bishop's Caundle; it was an isolated Somerset parish surrounded on all sides by Dorset, to which county it has now been transferred.

34. Sir John Horsey of Clifton Maubanc near Sherborne; sheriff of Somerset and Dorset 1537, 1544; he was steward of the Sherborne Abbey estates and after the Dissolution obtained a grant of the Abbey property; he resold the Abbey church to the town of Sherborne, and was buried there in 1546. Sir John Sydenham of Brympton d'Evercy (c. 1500-58), sheriff of Somerset and Dorset 1546, 1554; M.P. for Somerset 1554; a large landowner and an active justice and commissioner 1544-54.

35, also 45 and 46. Sir John Wyndham of Orchard Wyndham; second son of Sir Thomas Wyndham of Felbrigge, Norfolk; = Elizabeth, dau. and co-heiress of John Sydenham of Orchard; knighted 1547; d. 1574. Saint Deacons, i.e. St. Decumans.

38. Bridgehampton; a hamlet in Yeovilton.

42. Sand, a hamlet in Wedmore.



## Roll III.

45. Sitfin.—probably the same as Siderfin.

51. Hardington Mandeville.

52. Penne; probably Pendomer, the next parish to Hardington Mandeville; West Chelborough is in Dorset, about five miles from Beaminster; for the Keymers, see 123\*.

53. Thomesine Fitzjames was an illegitimate daughter of Sir John Fitzjames of Redlynch; she = William Stourton, one of the younger sons of the seventh lord Stourton. Warminster, i.e. Worminster, near Wells.

54. Edmund Huntley, also described as of Bruton, his wife Katherine, and his son William, occur in a number of deeds. The family are said to have taken their name from the small hamlet of Huntley in Yeovil. According to Gerard's Survey (c. 1630) they 'flourished at Nether Adber until our grandfathers' daies, when all of a suddaine they sunk.' The numerous small sales of land by Edmund Huntley, illustrate, but do not explain, this 'sinking.'

59. Bridge farm is in South Petherton, and the old house may well be the one said by Gerard to have been built by William Joneson's son, Brome Joneson. William Joneson appears to have married one of the daughters of John Brome of Wigborough, another ancient manor in South Petherton, mentioned in no. 78.

## Roll IV.

63. John Heron of Langport (d. 1499) left directions in his will for the founding of a chantry in the south aisle of Langport, but it was not completed till after the death of his son, John Heron, in 1507. Peter Wever and Robert Gurney were among the tenants at the time of the survey of the chantries in 1548, when the rental was 8*l.* 2*s.* 11*d.* Sir Hugh Poulet was one of the commissioners for the survey.

64. In 1548 the lands of the free chapel of St. James at Curry Malet were valued at 46*s.* 5*d.* There was no incumbent, but the chapel possessed a silver chalice and 40 pounds of bell-metal.

67. Keinton Mandeville.

68. The hamlet of Withial and Stone Farm are in East Pennard; the hamlet of Lottisham was transferred from Ditcheat to West Bradley in 1879.

71. Possibly Hey farm in Winsham.

79. Sir James Fitzjames of Redlynch; knighted 1553; o.s.p. 1579; see also nos. 90, 116, 120.

83. 'Shewting,' i.e. lying in the direction of.

87. Charles, eighth Lord Stourton of Stourton in Wiltshire; he was executed at Salisbury in 1557 for having, with four of his servants, murdered William Hartgill, who had been his father's steward, and his son, after a series of disputes between the families which had lasted some twenty years.

90. Rolleston; a hamlet in Banwell.

## Roll V.

97. The original of this is in the possession of Sir Henry Maxwell-Lyte.

## Roll VI.

99. William Lyte of Lillesdon, second son of Thomas Lyte of Lytescary, constable of Sherborne Castle 1530, escheator of Somerset and Dorset 1550, d. 1558; Thomas Lyte of Meriott was his brother. William Lyte's children took proceedings against the executors and the will was eventually set aside. The chantry of North Curry was in the churchyard and possessed lands worth 69s. at the time of the survey.

103. Winterbourne Gomer, i.e. Winterborne Gunner, near Salisbury.

107. Somerton, originally a royal manor, is said by Collinson to have been granted to Francis, Earl of Huntingdon, by Queen Mary.

110. Skull; it is not quite clear if this name should be Skull or Skutt.

116. Almesford, i.e. Ansford; Hadspen is in the parish of Pitcombe.

119. West Melcombe in North Petherton, and is *alias*, according to Collinson, Boomer; Boomer farm is given in the modern directory.

122. Thomas Luttrell (d. 1571), second son of Sir Andrew Luttrell, succeeded his brother, Sir John Luttrell of Dunster, 1551; he was M.P. for Minehead 1563, and sheriff of Somerset 1570.

## Roll VII.

123\*. Elize Bevyn was the son of William Bevyn of Ilton (d. 1559); he died, probably s.p., before 1583; Isabel Bevyn was the widow of John Bevyn of Lufton, d. 1554; their daughter Mary = Henry Keymer of Pendermer, son of Ellis Keymer of West Chelborough, d. 1575 (see no. 52). John Wadham, of Merifield, d. 1578. In 1583 his son Sir Nicholas Wadham (1532-1609), the founder of Wadham College, bought additional property in the same parishes—or possibly Isabel Bevyn's dower—from Henry Keymer (see no. 208).

127. Hatherly is in Wincanton parish; it is mentioned in a number of deeds.

## Roll VIII.

134. Aller farm is in Sampford Bret.

## Roll IX.

155. Thomas Leigh of Wells = Alice, dau. of Thomas Calverton of Southwell, Notts. He was one of the purchasers of Shepton Malet when the manor was sold by the De La Warres (see nos. 159, 162, 167). His property, as settled in nos. 185-9, extended into thirty-four places in Somerset and was the subject of an elaborate settlement on his daughters Catherine = John Coward and Eleanor = John Whiting, and the latter's sons John and George, with remainder to his sister Joan = John Berkeley of Kingsbridge, Devon. John Coward was probably son of Thomas Coward, co-purchaser of Shepton Malet.

159, 162, 167. One-half of the manor of Shepton Malet belonged to the De La Warres though the marriage of Sir Thomas West—whose mother Alice was sister and coheir of Edmund Fitzherbert—with Joan dau. and heir of Roger, third Lord De La Warre, c. 1390. The Lord de la Warre in 1573 was William West, first Lord de la Warre of the younger branch; he had an only son Thomas, but the pedigree makes no mention of a brother named William; on the other hand, his uncle Thomas, eighth Lord de la Warre (d. 1554), had a brother, Sir William West, but no son.

#### Roll X.

170. Sir John Popham of Wellington (d. 1607), son of Alexander Popham of Huntworth; recorder of Bristol and M.P. for the city 1572-3; solicitor-general 1579; Speaker of the House of Commons 1580; attorney-general 1581-92; lord chief justice 1592-1607. Among the trials at which he presided were those of Essex, Raleigh and Guy Fawkes. Popham was considered a severe judge and an able lawyer. He is buried under a fine monument in Wellington church.

171. The college; a collegiate chantry for eighteen priests founded in 1399 by Bishop Erghum in Mountroye Street in Wells.

176. Witcombe in Corton Denham.

180. Cames Ash; a manor in Ash Priors, named after the Cam family, who were the owners in the thirteenth century.

189. Hardington Mandeville.

191. Idson and Chalcot farms are in Stogursey.

193. Drayton and South Harp are hamlets in South Petherton.

199. Sir Henry Portman of Orchard Portman, J.P. (d. 1590), son of Chief Justice Sir William Portman.

#### Roll XI.

204. West Combland is in Buckland St. Mary.

210. North Newton, including West Newton and Hedging, is now a separate ecclesiastical parish.

#### Roll XII.

216. Isabel Cheverell, d. 1590 at Honibeaure in Lilstock, which belonged to Nicholas Luttrell, who had married her daughter Joan; she was the widow of Christopher Cheverell of Chantmarle, near Evershot, in Dorset and Chardstock in Devon, d. 1573.

#### Roll XIII.

227. Hunsham; now Huxham in East Pennard.

228. Ivythorne, also called Heathorne, is in Street; Luckington in Kilmersdon. The Middletons were tenants of West Coker manor under the Whittingtons and the previous owners the Courtenays. Sir John Portman of Orchard Portman (d. 1613) occurs in a number of deeds as buying land in West Coker. His descendants owned the manor till modern times.

## Roll XIV.

230. Sir Francis Hastings of North Cadbury, fifth son of Francis, second Earl of Huntingdon; = Magdalen or Maud, dau. of Sir Ralph Langford. He was sheriff of Leicestershire 1572 and 1581, and M.P. for that county 1571, 1584-5 and 1597-8, for Somerset 1558-9, 1593 and 1604-10, and for Bridgwater 1601. Hastings wrote several pamphlets on religious subjects and was regarded as a champion of the Puritan party; in 1604 he assisted the ministers of Northamptonshire to present a petition to the King, which was declared 'seditious and factious,' and Hastings was removed from the Bench and ordered to retire to the country. He had already sold North Cadbury Court, which he had largely rebuilt, probably after his wife's death in 1596, and he spent the last years of his life in retirement at Holwell, where he died s.p. in 1610. Sir Edward Hext, J.P., of Low Ham (d. 1624), was M.P. for Taunton 1597 and sheriff of Somerset 1608; he founded an almshouse at Somerton.

## Roll XVI.

244. John Ewens of Wincanton inherited the manor of Up Mudford, which had belonged to Montacute Priory, and had been purchased after the Dissolution by Sir George Farmer, from his uncle Matthew Ewens, Baron of the Exchequer, who had also bought North and South Cadbury from Sir Francis Hastings, and was buried at North Cadbury in 1598. Matthew Ewens = Frances, dau. of Sir John Rogers of Bryanston in Dorset and sister of Sir Richard Rogers. Alexander and Thomas Ewens were his brothers. Robert Harbin (1526-1621) was of Wyke Hall in Gillingham and later of Newton Surmaville, Yeovil. John Harbin, sheriff of Dorset 1625 (d. 1638), was his eldest son by his first wife, Margaret Maunsell. Up Mudford belonged to their descendants till 1919.

245. Probably Matthew Ewens of North Cadbury (d. 1628), son of Alexander Ewens of Wincanton. Matthew Ewens of the Exchequer mentions his lands in Maperton and Hatherly (in Wincanton) in his will. Halton or Holton is about two miles west of Wincanton.

246. Alexander Ewens = Gertrude Stocker as his second wife.

## Roll XVII.

251. Thomas Horner, J.P., of Mells (c. 1546-1611), son of Sir John Horner, K.B., by his first wife Meriel Malte, M.P. for Somerset 1584-5, and sheriff 1607. Jane Horner was a daughter of Sir John by his second wife Elizabeth; John Still was Bishop of Bath and Wells 1593-1608; John Horner the younger (c. 1576-1659) was Thomas Horner's eldest surviving son by his second wife Jane, dau. of Sir John Popham. Moreton is a hamlet in Compton Martin; it was a separate manor, and according to Collinson it had changed hands several times, and belonged in 1516 to Sir Christopher Wroughton.

258. Whitehall was founded as a hospital for pilgrims by William

Dacus, c. 1220; the house was already called Whitehall possibly from the name of the family to which it previously belonged. It was close to the main bridge across the Yeo. A sester (sextarius) of meadow is mentioned in the original deed. Before the end of the thirteenth century it was converted into a small nunnery, probably of the Augustinian order, but this seems to have been dissolved in the fifteenth century, and from 1463 only the free chapel can be traced.

260. Almsworthy is a hamlet in Exford; the manor belonged to the Bluets in the sixteenth century. Ursula Sydenham, widow of John Sydenham of Leigh, was a dau. of John Bevyn of Lufton; she d. 1606 and mentions Henry Henley (Hensleigh, Henleigh) as a cousin in her will.

### Roll XVIII.

262. Curryll; probably the hamlet of Corwell in Holford.

264. Sir John Rodney of Rodney Stoke, knighted 1603; succeeded to the Rodney estates on the death of his cousin George Rodney, s.p.; he = Jane, dau. of Sir Henry Seymour, by whom he had seventeen children; d. 1613.

266-7. John Luttrell of Mapperton was the second son of Thomas Luttrell of Dunster, d. 1571; he was a barrister of the Middle Temple, M.P. for Minehead 1586 and 1588; d. 1620. He = Anne, dau. of Richard Bampfild, and widow of Christopher Morgan of Mapperton in Dorset; the Christopher Morgan here mentioned was his stepson—though called in one place his son-in-law—who = Gertrude, dau. of John Stocker of Chilcompton, d. 1612; the two deeds were evidently intended to provide for their marriage settlement, but Avill remained the property of the Stockers, and Christopher died s.p. shortly after the marriage. His widow = Robert, eldest son of John Harbin of Newton Surmaville, Yeovil (see no. 244).

269. Woodcourt manor seems equivalent with Mudford Terry (see no. 12). Collinson mentions 'a single old house called Woodcourt.' John Lyte was of Lytescary, 1498-1566.

### Roll XIX.

281. See no. 244. Robert Harbin had bought Newton Surmaville in 1609 and John Harbin was probably living with him; Penn Mill on the Yeovil-Sherborne road is still working. Lyde Road on the east, and Combstreet Lane on the north of Yeovil preserve two of the names in this deed.

283. See no. 229. Sir John Paulet (Poulet), 1568-1649, was created first baron Paulet of Hinton St. George by Charles I in 1627; he was sheriff of Somerset 1618, M.P. for the county 1610, and for Lyme Regis 1621. He was one of the royal commissioners to negotiate with the Scots in 1640, and took an active part in the Civil War on the royalist

side. In 1643 he was present at the siege of Lyme Regis and entertained Charles I. at Hinton St. George.

291. Sir Edward Parham, described as 'of London,' died in 'foreign parts' in or about 1633. His property in Poyntington was acquired by marriage with Elizabeth, dau. and coheir of George Tilly. Unless there is a mistake in her name the Lady Bridgett must have been his second wife. See also no. 320.

297. The original of this is among the deeds from the Sandford Collection, recently deposited at the Shire Hall.

300. Sir James Ley, baronet, first Earl of Marlborough; M.P. for Westbury 1597-8 and 1604-10, and for Bath 1614; sergeant-at-law 1603; Chief Justice of the King's Bench in Ireland 1603-8; attorney of the court of Wards and Liveries 1608; Lord Chief Justice 1622-4; Lord Treasurer, 1624-8. Ley is described as an able and erudite judge; he was buried under a fine monument at Westbury.

304. Sir Francis Popham (c. 1573-1644) of Littlecote, Wilts., and Wellington, only son of Chief Justice Sir John Popham. He was M.P. for Somerset 1597-8, Wiltshire 1604-10, Marlborough 1614, Great Bedwin 1621, Chippenham 1624, 1625, 1626, 1628, and Minehead 1640-4, and a member of the councils of Virginia and New England. On the outbreak of the Civil War he took an active part with his sons, Edward and Alexander, and his nephew Sir John Horner, in raising troops for the Parliament in the west of England.

### Roll XXI.

311. Part of Martock which took its name from the Say family, who owned property there in the fourteenth century.

312. Alvington, a hamlet in Brympton, near Yeovil. Sir Robert Phelps of Montacute, c. 1585-1638; M.P. for East Looe 1604-10, Saltash 1614, Bath 1621, Somerset 1624, 1625, 1628; sheriff of Somerset 1626. He was distinguished in Parliament for his attacks on monopolies, on James I.'s pro-Spanish policy—which led to his imprisonment in the Tower in 1622, and for his support of Sir John Eliot and the Petition of Right in 1628. He was an active justice of the peace and a number of deeds were enrolled before him either at Montacute or in Yeovil. He = Bridget, dau. of Sir Thomas Gorges of Longford in Wiltshire, and no. 395 contains a settlement of property on his two unmarried daughters, Helena and Elizabeth.

313. Edward Wykes, described as of the Middle Temple in 1623, was clerk of the peace for Somerset for many years. He = Jane, dau. of Gilbert Bourne of Wells. The hamlet of East Street is in East Pennard.

318. The tithing of Ham is now in Croscombe parish.

324. Jane, dau. of — Compton, was the widow of Sir Thomas Phelps (d. 1618), brother of Sir Edward Phelps of Montacute. He bought Barrington Court in 1605 from Sir Gervase Clifton, whose father, Sir John Clifton, J.P., appears to have completed the house begun by

Henry Daubeney, Earl of Bridgwater, early in the reign of Henry VIII. Sir Thomas Phelips, son of the Lady Jane, sold Barrington Court to William Strode about 1626. It has recently been restored and now belongs to the National Trust.

326. Edward Popham of Huntworth and Wellow was a son of Alexander Popham and great-nephew of Chief Justice Sir John Popham ; he = as his second wife, probably soon after the date of this indenture, Anne, dau. of Sir Henry Gifford and widow of Sir John Portman, and died s.p. in 1623. John Wyndham was a nephew of Sir John Portman.

332. Credlingcott, now Carlingcott, in Camerton, is described by Collinson as 'an ancient village.'

335. John Maye of Charterhouse (d. 1628) = as his third wife Anne, dau. of — Fleetwood, 'and widow of one Ayleworthe of London.' John Ayleworth may have been her son.

334. Probably a mortgage, as the Warres remained the owners of Middlezoye.

#### Roll XXII.

344. Pileigh and Chipleigh are hamlets in Lydeard St. Lawrence.

352. Cathanger House in Fivehead was built by John Walsh, attorney-general, 1565-72 ; his only daughter Jane = Sir Edward Seymour of Berry Pomeroy in Devon, eldest surviving son of the Duke of Somerset ; the Sir Edward of this deed was their grandson. Arthur Champernowne was his first cousin through his mother Elizabeth Champernowne, and Sir Robert Killebrew may have been a brother of his wife, Dorothy Killebrew. Not long after Cathanger seems to have been sold to Arthur Pyne.

#### Roll XXIII.

354. Rice Davis of Tickenham probably acquired his property in Saltford through his first wife Dorothy, dau. of Sir Maurice Rodney, as the Rodneys had been lords of the manors for many generations. Mary Davis was his third wife, dau. of Thomas Pitts of Bristol.

#### Roll XXIV.

362. John Morley was rector of Wootton Courtenay (1613), vicar of North Petherton (1615) and prebendary of Timberscombe. He was deprived of his livings after the Civil War, but recovered them at the Restoration. Sea is in Ilminster.

#### Roll XXV.

364. Lexworthy is in Enmore and West Bower in Bridgwater ; Blackmore, possibly Blackmore in Cannington.

366. William Ouseley was rector of Shepton Beauchamp 1576-1630.

## Roll XXVI.

368. John Symes of Poundisford Lodge (1572-1661), J.P., M.P. for Somerset 1624, sheriff 1627; Arthur Pyne of Cathanger in Fivehead (d. 1539) was the son of Hugh Pyne, and nephew of John Pyne of Curry Malet.

376. John Pym of Brymore in Cannington, M.P. for Calne 1614, 1621, 1624, and for Tavistock 1625, 1628, 1640; was the well-known Parliamentarian and leader of the Puritan party in the Long Parliament.

377. Sir John Cooper, Bart., of Rockbourne, Hants (d. 1631), father of the first Earl of Shaftesbury; Mary was his second wife, dau. and coheir of Viscount Camden and widow of Sir Charles Morrison. Hobbs Boate is the name of an inn in Lympham.

378. Dionise Hext was the widow of Sir Edward Hext of Low Ham.

## Roll XXVII.

388. Sir Francis Doddington of Doddington, sheriff of Somerset 1630, d. 1661. He was a zealous royalist, and in 1659 sold Minchin Barrow to William Gore, probably to pay for his losses during the war. Dr. James bought the manor, which was the site of the Minchin Barrow priory, from Christopher Clarke in 1602. John St. Aubyn was Doddington's brother-in-law, having married his sister Margaret. William Strode of Barrington (d. 1666) was one of the leading Parliamentarians in Somerset during the Civil War and M.P. for Ilchester 1646-9.

392. See nos. 123 and 152 for earlier deeds relating to this land. The 'provostry' was the collegiate chantry of St. Nicholas at Stoke-under-Ham founded by John de Beauchamp in 1304 and dissolved at the suppression of the chantries.

395. Thomas Smyth of Long Ashton (d. 1622) was Lady Bridget Phelps' nephew, his mother being her sister Elizabeth Gorges. John Coventry was the third son of Thomas, lord Coventry. He = Elizabeth, dau. and coheir of John Colles of Barton in Pitminster.

396. Edward Bridges of Keynsham had married the young George Speke's aunt, Philippa Speke. George Speke = (c. 1640-2) Sir Robert Pye's daughter, Mary. Edward Phelps (d. 1679) was Sir Robert Phelps' eldest son who succeeded him at Montacute in 1638; he = Anne, another daughter of Sir Robert Pye; Sir Edward Hungerford (d. 1648) was of Farleigh Hungerford.

## Roll XXVIII.

405. Sir John Stowell of Cothelstone (d. 1661) was one of the leading royalists in Somerset during the Civil War. After the fall of Exeter in 1646 he refused to take the National Covenant and Negative Oath, was found guilty of 'treason' at the Somerset Assizes of 1647, and although the death sentence was never carried out he remained a prisoner until the Restoration, while his estates were confiscated, his woods cut down, and his house partly destroyed, and he himself was reduced to poverty.



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# Somerset Record Society.

## Report for 1935.

WE have to record in the year under review the loss through death of Mr. J. C. Davis, who, when mayor of the city of Wells, was largely responsible for the issue of the volume of Wells City charters in 1931. Rev. F. P. Harton and Mr. H. W. Kille resigned during the year and after a membership dating from 1906 the Bibliothèque Nationale of Paris has ceased to subscribe.

Against these losses we have to place as new subscribers Mr. Roger Clark in place of Miss W. S. Clark, Mr. G. Corner of Wellington School, Mr. Cecil Powell of Weston-super-Mare, and the Reading University Library (after an absence of two years from our list). The Institute of Historical Research of the University of London and the Royal Historical Society have signified their intention of passing from the temporary membership list to the list of regular subscribers.

It is now possible to estimate the advantages the Society has reaped from the offer of temporary membership which was made in view of the publication of *Bekynton's Register*. Fourteen libraries and private individuals accepted the invitation. But the financial assistance resulting, as a help towards the cost of publication, consisted not merely in the two guineas subscription provided by each of these subscribers: for incidentally purchases were made by them of Registers already on our list of publications. They amounted to £10 11s. 1d. And in addition back volumes of the value of £14 3s. 6d. have been purchased by those who have been attracted to regular membership through the temporary offer. The cost of the issue of the register has

been met to the extent of about £54 by this offer which the Council made.

Except for a payment (first moiety) on account of transcription which appeared in the 1934 accounts, the whole of the cost of the publication of the register is included in the accompanying balance sheet for 1935. For printing, binding, and postage to subscribers, our printers have been paid £375 6s. 10d.: the £30 paid for transcript is a bare recognition of the careful and onerous labours of Mr. Dawes, to whom the Society is under deep obligation. The heavy cost has been envisaged for some years: a careful husbanding of resources had provided £239 to meet it. The balance sheet shows a balance still on deposit of £56 16s. 1d., with a small sum of £3 17s. 10d. in the current account. The satisfactory financial position in which we are placed could not have been achieved without the watchful, painstaking interest shown in the work throughout its every stage by Sir Henry Maxwell-Lyte, to whom our indebtedness in these words is inadequately acknowledged.

For 1936 the Council is preparing to issue a volume of *Somerset Enrolled Deeds*; a calendar of these prepared by Mr. A. J. Monday was printed in parts lxxxiii and lxxxiv of *Somerset and Dorset Notes and Queries*. Miss Bates Harbin has undertaken the work of transcribing and editing the documents which lie in the Shire Hall muniment rooms at Taunton, and the Somerset County Council has promised a grant in aid of the cost.

THOS. F. PALMER,  
*Hon. Sec.*

CHEDDAR,  
February 1936.

# SOMERSET RECORD SOCIETY.

## BALANCE SHEET, 1935.

<i>Receipts.</i>		<i>£</i>	<i>s.</i>	<i>d.</i>	<i>Payments.</i>		<i>£</i>	<i>s.</i>	<i>d.</i>
Jan. 1, 1935.	Balance in hand	48	10	10	Butler & Tanner, Vol. xlix . .		223	5	10
Subscriptions, 1932 . . . .		1	1	0	"    Vol. 1 . . . .		152	1	0
"    1933 . . . .		5	5	0	Transcript (second moiety) . .		15	0	0
"    1934 . . . .		12	12	0	Insurance of Stock . . . .		0	8	6
"    1935 . . . .		142	5	6	Refund of subscription . . . .		1	1	0
"    1936 . . . .		3	3	0	Bank charge, stamp . . . .		0	0	2
Volumes sold to subscribers. . .		2	2	0		<i>£</i>	<i>s.</i>	<i>d.</i>	
Donation . . . . .		1	1	0	Secretary's fee, 1935 . . . .	2	2	0	
Jan. 12, From Deposit Account	223	5	10		"    postages . . . .	1	9	10	
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					Deposited . . . . .		3	11	10
					Balance, Dec. 31, 1935 . . . .		40	0	0
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# Somerset Record Society.

## Report for 1936.

WE record with pleasure the fact that in the year under review gains outweigh losses. Messrs. Sweet and Maxwell, who for many years have forwarded a double subscription, have this year reduced their subscription. On the other hand, Mr. J. A. Arrowsmith-Brown, the Royal Historical Society and the Institute of Historical Research (University of London) have become subscribers, while from the Somerset County Library and from the Rev. S. P. H. Statham we have received intimation of their joining the Society as from 1st January 1937.

The balance sheet shows a larger amount of cash in hand than it has for several years: the reason for this being that no printer's accounts have fallen due during 1936.

The Council met during the summer, in order to arrange a programme of publications for the next three years and to fill a vacancy caused by the resignation of Mr. P. Sturdy, which was accepted with genuine regret. Mr. Sturdy felt that as he was no longer resident in Somerset it would be wiser for him to resign, although he still retains his membership of the Society. We are glad to announce that the Dean of Wells has consented to take his place on the Council.

Miss Bates Harbin has during the year continued her work upon the Enrolled Deeds at Taunton, which will form the volume for 1936. Their publication is rendered possible by a grant from the Somerset County Council.

For 1937, Mr. Bruce Dilks is giving us a second volume of Bridgwater Corporation Documents, which will carry on the



history of this interesting borough from volume xlvi. The mayor and corporation of Bridgwater have guaranteed a monetary supplement towards the cost of publication.

For 1938, Sir Henry Maxwell-Lyte has promised us another Episcopal Register, viz. that of Bishop Bekynton's successor, Robert Stillington (1466-1492). We are fortunate indeed in the interest of so indefatigable and learned an editor. The Bishop of Bath and Wells has again most kindly allowed the transfer of the Register to London. We hope that it may be possible to issue this volume (liii) quite early in 1938. The offer of temporary membership which the Council made in connection with volumes xlix and l to enable members of the Canterbury and York Society to procure copies of the Bekynton Register, will be repeated in this case.

THOS. F. PALMER,  
*Hon. Sec.*

EAST BRENT VICARAGE,  
*January 1937.*

# SOMERSET RECORD SOCIETY.

## BALANCE SHEET, 1936.

<i>Receipts.</i>		<i>Payments.</i>	
	£ s. d.		£ s. d.
Jan. 1, 1936. Balance in hand.	3 17 10	Insurance of stock . . .	0 7 8
Subscriptions, 1937 . . .	3 3 0	Transcript (xlix and l) . . .	10 0 0
" 1936 . . .	120 15 0	Loss on exchange. . . . .	0 1 7
" 1935 . . .	6 6 0	Volumes purchased . . . . .	2 2 0
" 1934 . . .	1 1 0		
Volumes sold . . . . .	11 18 0	Secretary, fee, 1936 . . .	2 2 0
Donation . . . . .	1 1 0	" postages . . . . .	1 7 9
Profit on exchange . . . . .	0 0 2		
		Dec. 31, 1936. Balance in hand	3 9 9
			132 1 0

£148 2 0

£ s. d.  
56 16 1  
0 16 10

Jan. 1, 1936. On deposit . . .  
Interest, 1936. . . . .  
Dec. 31, 1936. On deposit . . .

£57 12 11

Examined and found correct,  
H. F. HIBBERD,  
Lloyds Bank, Cheddar.  
20 February, 1937.

£148 2 0

## Publications.

- VOL.
- I. 1887. BISHOP DROKENSFORD'S REGISTER, 1309-1327.  
*Bishop Hobhouse.* (Out of print.)
  - II. 1888. SOMERSET CHANTRIES, ETC., 1548. *E. Green, F.S.A.*
  - III. 1889. KIRBY'S QUEST, ETC., FOR SOMERSET. *F. H. Dickinson, F.S.A.*
  - IV. 1890. PRE-REFORMATION CHURCHWARDENS' ACCOUNTS.  
*Bishop Hobhouse.* (Out of print.)
  - V. 1891. CUSTUMARIA OF GLASTONBURY ABBEY, XIIIth CENTURY. *C. I. Elton, Q.C.* (Out of print.)
  - VI. 1892. PEDES FINIUM (Feet of Fines), vol. i, 1196-1307.  
*E. Green, F.S.A.* (Out of print.)
  - VII. 1893. CARTULARIES OF BATH PRIORY. *Rev. W. Hunt, M.A.* (Out of print.)
  - VIII. 1894. CARTULARIES OF BRUTON AND MONTACUTE PRIORIES. *H. C. Maxwell-Lyte and Canon T. S. Holmes.*
  - IX. 1895. } REGISTER OF BISHOP RALPH DE SALOPIA, 1327-
  - X. 1896. } 1363. *Canon T. S. Holmes.*
  - XI. 1897. SOMERSETSHIRE PLEAS, XIIIth CENTURY. *C. E. H. Chadwyck-Healey, K.C.*
  - XII. 1898. PEDES FINIUM, vol. ii, 1307-1346. *E. Green, F.S.A.*
  - XIII. 1899. REGISTERS OF BISHOP GIFFORD, 1265-1266, AND BISHOP BOWETT, 1401-1407. *Canon T. S. Holmes.*

- VOL.
- XIV. 1899. CARTULARIES OF MUCHELNEY AND ATHELNEY ABBEYS. *Rev. E. H. Bates, M.A.*
- XV. 1900. GERARD'S SURVEY OF SOMERSET, 1633. *Rev. E. H. Bates, M.A.*
- XVI. 1901. SOMERSET WILLS, xivth and xvth CENTURIES. *Rev. F. W. Weaver, F.S.A.*
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