

## *Summary - The Eagle & Thirty Acres*

E.1

This summary describes the leasing and sale of land called the Eagle in Shoreham and the problems connected with the land called Thirty Acres, also in Shoreham.

In 1707 **Joseph Nash (#96)** sold, for £220, a “messuage or tenement, commonly called . . . the **Eagle**” to **Timothy Wells (#132)**. This was in Shoreham “near to the Church gate there with the Malthouse, barns, stables, outhouses, edifices and buildings, closes, yards, gardens, outhouses, backsides and appurtenances thereunto adjoining and belonging”. The indenture recording the sale of this land contains a large amount of repetition and the summary given here is only an overview of what appears to be a complicated situation. The day before this indenture was written, another indenture records the lease of the same land to Timothy Wells for a year but how these two indentures interact is not known.

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### *The Family of Joseph Nash*

In 1783 John Nash who could have been the son or, more probably, grandson of Joseph Nash, owned land in Shoreham called "***Thirty Acres***". In that year he left it to his two daughters but there were various other contenders for it. Four tenants prior to John Nash, who must have occupied Thirty Acres before the 1780s, were listed in the Manor Court Proceedings for 1824 by which time Nash's daughters occupied it. In that year Elizabeth surrendered her half to her sister Ann. This is forty-one years after John Nash had died. Elizabeth was already married in 1783 and would therefore have been in her sixties by 1824 with Ann a few years younger.

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	#96	Joseph Nash -		
sold the Eagle	1707			
		???	-	
died:	#42	John Nash -		
		1783		
		-----		
	#46		#45	#44
born:	Elizabeth -	John Mumford	Ann -	?? Timbrell
marr:	1750-1760			
died	<1783		>1783	
	>1824		>1824	<1824

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### *The Eagle*

29<sup>th</sup> Sep 1707    The indenture for the “Lease for a Year” of land called the Eagle from Joseph Nash of to Timothy Wells was “sealed and delivered (with the two Six penny stamps hereupon ) in the presence of two witnesses.

This indenture . . . between **Joseph Nash (#96)** of **Shoreham** . . . yeoman, of the one part and **Timothy Wells (#132)** of **Shoreham** . . . Maltster, of the other part, witnesseth that the said Joseph Nash, for and in consideration of . . . five shillings . . . to him in hand paid by . . . Timothy Wells, . . . doth grant, bargain and sell, unto the said Timothy Wells, . . . All that messuage or tenement, commonly called or known by the name of the **Eagle** . . . situated

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. . in **Shoreham**, . . near to the Church gate there with the malthouse, barns, stables, outhouses, edifices and buildings, closes, yards, gardens, outhouses, backsides and appurtenances thereunto adjoining and belonging. And all one part of Land called . . **Lambes three yards**, . . joining to a field called **Berry Croft**, containing . . by estimation, two acres. . Together with all ways, waters, watercourses, fences, trees, woods, privileged commons, commodities, hereditaments and appurtenances whatsoever to the said messuage or tenement, land and premises . . To have and to hold all and singular the said messuage or tenement, . . unto the said Timothy Wells, . . from the day before the date hereof for and during the term of one whole year from thence next ensuing and fully to be complete and ended.

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Yielding and paying therefore, at the end of the said term, the rent of one peppercorn if demanded. To the intent that, . . . Timothy Wells, may be in actual possession of the premises and be thereby enabled to accept and take a grant and release of the reversion and inheritance thereof to him and his heirs. **1707-1**

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30<sup>th</sup> Sep 1707 This Indenture . . . Between **Joseph Nash (#96)** of **Shoreham** . . . yeoman, of the one part and **Timothy Wells (#132)** of **Shoreham** . . . maltser, of the other part, witnesseth that the said Joseph Nash, . . . in consideration of the sum £220 . . . Joseph Nash, doth hereby acknowledge and himself therewith fully satisfied and paid . . . and doth fully, clearly and absolutely grant, bargain, sell, . . . and confirm unto the said Timothy Wells, . . . in his actual possession and seizin of the messuage or tenement, lands and premises hereunder mentioned now being, by force and virtue of . . . ?? of bargain and sale for one year bearing date the day next before the date of these . . .

1707-2 (1-11)



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All that message or tenement, etc. described in the above indenture.

And all deeds . . and writings . . which concern the premises aforesaid . . And true copies of all other deeds or writing . . to be copied at the cost . . of Timothy Wells. . . To have and to hold all and singular the said message or tenement, . . to the said Timothy Wells . .

1707-2 (21-24)

Lines 25 to 43 include complex arrangements, etc.

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### *Thirty Acres*

1783

28<sup>th</sup> July . . . **John Nash (#42)**, late of **Sevenoaks**, Doctor in Physic, who held by Copy of Court Roll to him and the heirs of his body, . . . All those four customary or copyhold pieces or parcels commonly called . . . Thirty Acres containing by estimation 30 acres, more or less, formerly in the tenure or occupation of **George Ballard (#65)**, Esquire, late of **Thomas Richardson (#66)**, and now of **William Stringer (#67)** or his assigns, at the yearly rent of six shillings, is dead so seized thereof<sup>1</sup>.

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The main sentence is: "John Nash, late of Sevenoaks, who . . . . . , is dead"?

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And that the said **Ann Nash (#44)** and **Elizabeth (#46)**, the wife of **John Mumford (#45)**, Esquire, are his two daughters and heirs of his body.

Now at this Court comes the said Ann Nash and Elizabeth Mumford by **Thomas Williams (#137)**, Gentleman, their Attorney, . . . and prayed to be admitted tenants to the said customary or copyhold pieces or parcels of land . . . To whom the Lords, . . . have granted . . . seizin thereof . . . To have . . . the four customary or copyhold pieces . . . unto . . . Ann Nash and Elizabeth Mumford, . . . equally as Tenants in Common and not

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as joint Tenants . . . as mentioned in the last will . . . of **Joseph Nash** . . . dated 1st May 1710 . . . before recorded at a Court holden the 13th April 1714<sup>2</sup> . . . which are now . . . capable . . . of taking effect by copy of Court Roll at the Will of the Lords . . . and they gave to the Lords, . . . for such their Estate and admission 6s and their fealty is respited.

1783 (p1:6-32)

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At . . . the same Court, the said Ann Nash and John Mumford and Elizabeth, his wife, did surrender into the hands of the Lords . . . (the said Elizabeth Mumford being, first privately, examined by the said Deputy Steward and consenting) . . . the . . . customary or copyhold pieces or parcels of land . . . To the use . . . of **William Horton (#68)** to the end and intent to make the said William Horton perfect tenant of the freehold of the said customary or copyhold land . . . in order that a good and perfect Common Recovery may be suffered and perfected thereof. Which said William Horton, being present in Court, prayed to be admitted to the said premises according to the form . . . of the

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said surrender. To whom the Lords, . . . granted seizin . . . thereof . . . To have . . . the said customary or copyhold pieces . . . of land . . . unto the said William Horton, . . . by the rents and services therefore due and of right accustomed. And the said William Horton is admitted tenant thereof . . . and gave to the Lord for a fine for such his Estate nothing, it being for further assurance and his fealty is respited and so forth.

1783 (p1.33 - p2.21)

And afterwards to this Court cometh ***Edward Garland (#69)*** personally and in open Court complaineth against the said William Horton (#68), present here in Court of a Plea of land (to wit) the aforesaid premises by the name of Thirty Acres of land

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and thirty acres of pasture . . . in **Shoreham**, and found pledges to prosecute (to wit) **John Dee (#70)** and **Richard Dee (#71)** and made protestation of following his complaint of the lands . . . in form . . . of a Writ of our Sovereign Lord, the King, of Entry, Disseisin en le post at the common Law according to the custom of the said Manor and prayeth process thereupon to be made . . . against the said William Horton returnable here immediately.

But the said **William Horton**, being now present here in Court, freely appears to the plea aforesaid and, in his proper person, without any Process therefore there is no Process against him.

1783 (p2:22-36)

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And thereupon the said **Edward Garland** personally demands against . . . **William Horton** the said lands and premises . . . in Shoreham . . . as his right and Inheritance according to the custom of the Manor aforesaid and into which . . . William Horton hath no entry but by Disseizin which **Hugh Hunt (#72)** thereof unjustly and without judgement made of the Lands and premises from the said Edward Garland within thirty years<sup>3</sup> last past and so forth. And thereupon declared that he himself was seized of the lands . . . in his Demesne as of fee and right at the will of the Lord . . . in the time of our Sovereign Lord, the King, that now is by taking the profits thereof to the value . . . and therefore he bringeth his suit . . .

1783 (p2.37-p3.11)



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And the said **William Horton**, in his proper person, cometh into the said Court and defendeth his right . . . and voucheth therefore to warrant the said **Ann Nash** and **John Mumford and Elizabeth**, his wife, who appear in open court by Thomas Williams, their Attorney, . . . and freely undertakes to warrant the said lands . . . unto the said William Horton **1783 (p.3:12-19)**

And thereupon the said **Edward Garland (#69)** demandeth the same lands . . . against . . . Ann Nash and John Mumford and Elizabeth, his wife, tenants by their own warranty in form aforesaid and saith that they were seized of the said lands . . . in their demesne as of the said right at the will of the Lords . . . in time of peace in time of our Sovereign Lord, the King, that now is by taking the profits thereof to the value and so forth and . . . and therefore he bringeth his suit and so forth. **1783 (p3:21-28)**

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And . . . ***Ann Nash*** and ***John Mumford and Elizabeth***, his wife, tenants by their own warranty as aforesaid, come by their said Attorney duly authorized as aforesaid and defend their right . . . and further voucheth to warranty ***Thomas Webb (#73)*** who, being present here in Court . . . freely doth undertake to warrant the same lands and premises . . . . **1783 (p3.29-34)**

And thereupon . . . ***Edward Garland (#69)*** demands the same lands . . . against . . . Thomas Webb, tenant by his own warranty, in form aforesaid. And thereupon saith that he himself was seized of the same lands . . . in his Demesne as of fee and right at the will of the Lords . . . in time of peace in time of our Sovereign Lord, the King, that now is by taking the profits thereof to the value . . . and therefore he bringeth his suit. **1783 (p3.35-p4.5)**

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And . . . **Thomas Webb (#73)**, tenant by his own warranty, as aforesaid, personally appears here in the same Court and defends his right . . . and saith that the said **Hugh Hunt (#72)** did not disseize the said **William Horton (#68)** of the lands . . . so as the said **Edward Garland (#69)** doth by his plaint suppose. And of this he puts himself upon the Homage of this Court . . . And . . . Thomas Webb prayeth license to imparle unto one of the clock of the same day and it is granted to him and the same leave is also granted to the said Edward Garland. 1783 (p4:6-14)

And afterwards (to wit) at one of the clock of the same day . . . **Edward Garland** comes personally into the Court, . . . and . . . **Thomas Webb**. altho' solemnly called, did not appear but departed in contempt of the Court and made default. Therefore,

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according to the custom of the said Manor, it is considered and adjudged, by the said Court here, that . . . Edward Garland shall recover his seizin against . . . William Horton of the said lands . . . And that . . .

***William Horton*** should have of the lands and tenements of . . . ***Ann Nash (#44)*** and ***John Mumford (#45)*** and ***Elizabeth (#46)***, his wife, to the value, . . . And that . . . Ann Nash and John Mumford and Elizabeth, his wife, may have of the lands . . . of Thomas Webb . . . And that . . . Thomas Webb should be in the mercy of the Court . . .

1783 (p4:15-27)

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And thereupon . . . Edward Garland demandeth of the Steward of this Court a precept to be directed to the Beadle of the Manor aforesaid to deliver him seizin of the said lands and premises.

And the same is granted to him returnable here in Court immediately and so forth.

1783 (p4:29-31)

And afterwards, to wit the same day, . . . **Edward Garland** came into Court in his proper person and **Samuel Morgan (#138)**, Bailiff of the Manor . . . now returneth that he, by virtue of the precept aforesaid to him directed, had delivered seizin of the said lands . . . to . . . Edward Garland in manner as he was commanded. And thereupon, at the same Court, . . . **Edward Garland** prayed to be admitted to the said lands . . .

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To whom the Lords of the said Manor, . . . doth grant seizin . . .  
To have and to hold the said lands . . . unto . . . Edward Garland,  
. . . by the rents, customs and services therefore due . . . and he is  
admitted tenant thereof . . . and payeth to the Lords for a fine  
nothing of his special grace and favour and his fealty is respited  
and so forth.

1783 (p4:32-p5:10)

And afterwards to this court came . . . **Edward Garland (#69)** and  
**William Horton (#68)** in their own proper persons, and  
surrendered into the hands of the Lords . . . all the customary or  
copyhold pieces . . . and all other the premises aforesaid, now at  
the Court recovered by . . . Edward Garland. . .

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And the reversion . . . whatsoever, of . . . Edward Garland and William Horton, . . . To the several uses following, . . . as to one undivided moiety or half part, the whole into two equal parts to be divided of the said customary lands and hereditaments To the use . . . of **Ann Nash (#44)**, . . . forever. And as to the other undivided moiety or half part . . . To the use . . . of such person or persons . . . as the said **John Mumford (#45)** and **Elizabeth (#46)**, his wife, shall jointly direct, limit or appoint. And for want of such joint direction, . . . to the use . . . of . . . John Mumford and Elizabeth, his wife, and the survivor of them . . . forever

1783 (p5:11-31).

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Now at this Court comes . . . **Ann Nash (#44)** and **John Mumford (#45)** and **Elizabeth (#46)**, his wife, by **Thomas Williams**, their Attorney legally authorized by virtue of a power of Attorney . . . and prayed to be admitted to the said lands and hereditaments according to the form and effect of the said surrender. To whom the Lords of the Manor, . . . granted seizen thereof . . . To have and to hold the said first mentioned moiety . . . of . . . the customary lands and hereditaments To the said Ann Nash, . . . for ever . . . and yearly rent of three shillings . . . And to hold the said last mentioned moiety, . . . to the use of such person . . . as . . . John Mumford and Elizabeth, his wife, shall jointly direct, limit and appoint. And for want of such joint direction, . . . to the use



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of . . . John Mumford and Elizabeth, his wife, and the survivor of them . . . for ever . . . and yearly rent of three shillings and other services for the same due and of right accustomed. And they are admitted tenants thereof in form aforesaid. **1783 (p5:32-p6:18)**

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### *Previous Tenants and Surrender to Ann Timbrell*

At the Court held on 11th June 1824, held at the *Sign of the Bull at Otford*, it was recorded that the Thirty Acres had formerly been in the tenure or occupation:

of **George Ballard (#65)**, Esquire, afterward  
of **Thomas Richardson (#66)**,  
then of **William Stringer (#67)**,  
late of **William Round (#74)**  
and now of **John Nash (#42)** or his assigns

1824 (14-15)

The moiety owned by Elizabeth, wife of John Mumford, was surrendered to . . . **Ann Timbrell** (formerly Ann Nash (#44) by

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*John Mumford (#45)*, Esquire, and *Elizabeth (#46)*, his wife, at a former Court held for the Manor

Admission of *Ann Timbrell (#44)*, widow, late *Ann Nash*, spinster, to retain premises at *Shoreham* and surrender of same to the need of her will. She was represented by *Ives Harvey Urquhart (#140)*, her Attorney. 1824 (16-33)

The land was just described as the moiety or half part “all those four pieces or parcels of Customary or Copyhold Land commonly called or known by the Name of the Thirty Acres containing, by estimation, Thirty Acres, more or less, situate, lying and being at Shoreham”. 1824 (7-14)