

Summary - Little Boakes Lease

L.1

Two documents of 1704 describe the transfer of some 10 acres of land in Shoreham: “Woodland or Coppice ground . . . called . . . **Little Boakes Lease**, . . . upon part of which the aforesaid messuage or tenement, barns, stable and outhouses were lately erected and built . . . And also all ways, waters, timber trees, rents, profits, commons, commodities, hereditaments and appurtenances”.

There is no further mention of Little Boakes until 1832 when **James Wallis (#204)** of **Cowden**, publican, was granted liberty to enclose a small piece of land near to, if not part of, Little Boakes Lease. Surviving from 1842 is a complex bond giving the history of the ownership of the land etc. which was the subject of this bond up to 1842.

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The 1704 Documents

The first document (1704-1) is a part copy of an obligation written, in a mixture of Latin and English, on 4th September. This land, etc. was to be conveyed by Edmund Lock to John Eves but, it would appear from the notes added to the copy that John's wife, Francis, was not to have any dower rights to the land.

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October 1704 (document 1704-2)

Dated 5th October 1704, it is described on the outside:

John Codd } The assignment of *Edmund Lock*'s Mortgage of a
Message
to } lands & woodland lying in *Shoreham* in trust for *John*
Thomas Weller } *Eves* who hath agreed to purchase the inheritance

From its introduction it was an indenture with four parties:

- *John Codd (#102)* of *Kemsing* , yeoman
- *Thomas Weller (#103)* of *Kingsdown*, labourer
- *John Eves (#101)* of *Woodland* (Kent) yeoman
- *Edmund Lock (#100)* of *Stanstead* (Kent)

Stansted, about 6 miles east of Shoreham with Kingsdown between the two villages.

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Reference to Ten Years Previous

18th Dec 1694 The indenture begins by referring to an indenture of demise made ten years earlier (18th December 1694) by Edmund Lock. This is described as “purporting a mortgage . . . in consideration of the sum of £100 . . . to be paid unto him by . . . John Codd”. Edmund Lock “did grant, . . . and let unto the said John Codd . . . all that now built messuage or tenement with the barns, stables, outhouses, edifices and buildings, yard, garden and orchard thereunto belonging. And that part or parcel of Woodland or Coppice ground . . . called . . . **Little Boakes Lease**, . . . containing, by estimation, ten acres . . . upon part of which the aforesaid messuage . . . were lately erected and built, situated . . . in **Shoreham** . . . and then in the occupation of . . . Edmund Lock and **William Harvy (#136)** . . . And also all ways, waters, timber

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trees, rents, profits, commons, commodities, hereditaments and appurtenances, whatsoever . . . To have and to hold . . . unto the said John Codd, . . . from the making of the said recited Indenture for the term of two thousand years without impeachment of waste. Under the rent of a peppercorn payable at the first day of December if demanded”

But if “Edmund Lock, . . . should pay, . . . unto . . . John Codd, . . . the sum of £105 at or in the then and yet dwelling house of the said John Codd on such days, and in such manner, as therein is expressed taxfree¹”. The text is not clear here but seems to imply that if Lock paid £105 the land would remain with him.

1704-2 (4-19)

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Forward to 1704

5th Oct 1704 But the £100 “remained still unpaid by reason whereof the said message . . . became absolute in him, the said John Codd, for and during all the rest and remainder of the said term of 2000 years granted by the said recited Indenture of Lease”. as are to come and unexpired. 1704-2 (20-22)

£100 was now paid to “John Codd, by the said Thomas Weller “. The indenture is difficult to follow but it appears that Edmund Locke owed more to John Eves who owned money to Thomas Weller and when these debts were paid Thomas Weller was able to buy the land, etc. from John Codd:

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“And the said Edmund Lock doth thereby ratify and confirm unto . . . Thomas Weller, all and singular the said . . . messuage, lands and premises, . . . To have and to hold the said messuage . . . unto . . . Thomas Weller, . . . from the day of the date hereof, for and during all the rest and remainder of the said term of 2000 years, therein yet to come and unexpired . . . **‘1704-2 (23-35)**”

Further Complications

“In trust Nevertheless that the said Estate and interest in and to the premises hereby assigned . . . unto . . . Thomas Weller, . . . shall attend and wait upon the Inheritance of the same premises which the said John Eves hath agreed to purchase of the said Edmund Lock and to be reckoned and esteemed as a

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part thereof, from time to time, during the residue of the said term of 2000 years yet to come and unexpired”.

“And to the intent that . . . Thomas Weller, . . . shall and will, at all times thereafter, permit and suffer . . . John Eves, . . . and such other person and persons who shall, at any time hereafter become lawfully seised of the same premises, . . . by force and virtue of any disposition or conveyance to be made thereof by the said John Eves, . . . to hold and enjoy the same premises, or such part thereof as he, or they, shall be so seised of as aforesaid and to receive and take the rents and profits of the same during all the residue of the said term of 2000 years yet to come and unexpired”.

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“And . . . John Codd doth . . . promise and grant, to and with the said John Eves, . . . that he . . . hath not at any time heretofore done or committed or wittingly or willingly suffered any manner of act, deed, matter or thing whatsoever, whereby or wherewith the premises hereby assigned, or hereby intended to be assigned, . . . is, shall or maybe, in any manner of wise or sort, impeached, charged or incumbered in, by or with any manner of estate, title, charge or other Incumbrance whatsoever”.

1704-2 (36-45)

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Grant of a Piece of Ground

No other mention of Little Boakes Lease has been found until 1832 when **James Wallis (#204)** of **Cowden**, publican, was granted “free leave, liberty and licence” to enclose” with a hedge or ditch or other fence . . . all that piece or parcel of ground, part and parcel of the waste of the Manor (of Otford). . . near to the front of the dwelling house on the farm called **Little Boaks Lee** on the **East Hill** in the parish of **Shoreham** containing two roods and twenty three perches² or thereabouts as . . . more particularly delineated by a plan thereof now deposited among the Records of the said Manor”

1832 (3-12)

²

about two-thirds (0.64) of an acre - see Summary: Dunstalls: Lease & Release 1804 for details of roods and perches

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Wallis was to hold this “forever, saving and reserving unto the Lord or Lady of the said Manor . . . fealty, suit of court, heriot and relief . . . and all other customs, rents and services which . . . belong to the said Manor. And also yielding and paying yearly and every year, on the twenty ninth day of September, . . . such Lord or Lady for the time being, the rent or sum of one shilling.”

1832 (13-21)

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Bond 1842

This bond, dated 21st May 1842, is long and complex. It starts with **James Wallis (#204)** of **Cowden**, now described as a farmer, stating that he is “held and firmly bound to **James Ryder Burton (#76)** of **Park Square, Regents Park** . . . a Captain in the Royal Navy, in the final sum of £500 . . . For which payment . . . I bind myself, . . . firmly by these presents”. 1842 (p1: 3-12)

It then gives the history of the ownership of the land etc. which was the subject of this bond:

Whereas John Holmden (#223) of **Heaver**³ . . . yeoman, by his will bearing date 26th March 1777 . . . gave . . . unto **John Humphrey**

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(#224), of Heaver aforesaid, farmer and **Thomas Waterman (#225)** of the same place, farmer, and their heirs, all his messuages, lands, tenements and hereditaments, whatsoever and wheresoever except certain premises in **Chevening** thereafter otherwise disposed of, to hold the same unto the said John Humphrey and Thomas Waterman, and the survivor of them, . . . upon trust to receive the rents, issues and profits of the said messuages, lands and tenements . . . and apply the same (except as aforesaid and also except the rents, issues and profits of a messuage, land and premises at **Steers Hill** in the Parish of **Shoreham** . . .) in manner therein mentioned.

1842 (p1: 13-28)

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And as to the rents, issues and profits of the said messuage, lands and premises at Steers Hill aforesaid and which were then in the occupation of **Richard Clarke (#231)** at the yearly rent of £8 10s to be received as aforesaid by the said John Humphrey and Thomas Waterman . . upon trust to apply the same to the bringing up, maintenance and support of his daughter, **Ann Holmden (#227)**, until she should attain twenty-one years. 1842 (p1: 29-35)

“and so soon as she should attain twenty one years, then he gave . . the said messuage, . . at Steers Hill. . unto his said daughter, Ann Holmden, . . forever” 1842 (p1: 35-37)

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“And Whereas:”

- the Testator died without having altered or revoked his said, in part, recited will and the same will was duly proved in the Prerogative Court of the Archbishop of Canterbury on or about 24th October 1777
- on or about the 30th May 1796 the above bounden **James Wallis (#204)** intermarried with the said **Ann Holmden (#227)** which marriage was solemnized at the Parish Church of **St. Margaret, Westminster**
- the said Ann Holmden died in the month of September 1799 and was buried at **Heaver** . . . 14th September in the same year.
- the said **Ann Wallis** had issue two children only, namely **Sarah Wallis (#228)** and **Sophia Wallis (#229)** who both died shortly after the said Ann Wallis and . . . Sarah Wallis was buried at Heaver . . . 14th September 1799 . . . and the said Sophia Wallis was buried at the same place on 19th of the same month of September.

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- upon the decease of . . . Ann Wallis, the said James Wallis entered into possession of the said messuage, . . . so devised to . . . Ann Wallis . . . and into the receipt of the rents and profits thereof and he has, ever since, been in the undisputed possession of the same hereditaments and in receipt of the rents and profits thereof.
- on or about the 20th October 1800, . . . James Wallis intermarried with ***Caroline Glover (#230)*** and such marriage was solemnized in the Parish of ***Hartfield*** in the said County of Sussex.
- by an Indenture of Release bearing (the same date as) the above written Bond⁴ and made between
 - James Wallis and Caroline, his wife, of the first part.
 - ***James Ryder Burton (#76)*** of the second part and
 - ***Arthur Thomas Upton (#80)*** therein described of the third part

4

presumably 21st May 1842

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and intended to be duly acknowledged by . . . Caroline Wallis in consideration of the sum of £220 to . . . James Wallis paid by . . . James Ryder Burton, all that messuage, tenement or dwelling house with the barns, stables, outhouses, edifices, buildings, yards, gardens and orchard thereunto belonging. And also . . . three several pieces or parcels of arable or pasture ground containing together, by estimation, five acres more or less⁵ and formerly grubbed and taken out of a parcel of land called **Little Beak Lees**⁶ alias **Frendans** thereunto adjoining and to . . . the said messuage . . . And all that the remainder of the said parcel of wood land called called **Little Beak Lees** alias **Frendans** formerly divided into two severals containing together, by estimation, seven acres more or less. All which said

⁵ much larger than the land granted to Wallis is 1832

⁶ "Little Boakes Lees" or Lease

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premises were situate . . . at or near Steers Hill aforesaid (and are the same premises which were devised by . . . John Holmden to, or in trust, for . . . Ann Wallis, formerly Ann Holmden . . .) were, with the appurtenances (amongst other premises) conveyed and assured unto . . . **James Ryder Burton**, . . . in manner therein mentioned, discharged from all right and title to dower or ??bench of . . . Caroline Wallis out of or upon the same.

1842 (p2: 1-38; p.3 1-3)

And whereas upon the treaty for the said purchase by . . . James Ryder Burton of the said hereditaments, It was agreed that . . . James Wallis should enter into a Bond for the purpose of indemnifying the said James Ryder Burton, . . . from and against all loss, damage, costs, charges and expenses which he . . . might incur or sustain by reason of any action, suit, claim or demand which might be made or

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prosecuted by any person or persons claiming any right or interest in or to the said hereditaments by, from, through or under the said **John Holmden** or by, from, through or under the said **Ann Wallis**, formerly Ann Holmden, deceased.

1842 (p3: 3-12)

The Condition

Now the Condition of the above written Bond or Obligation is such that if the above bounden **James Wallis**, his heirs, executors and administrators, do and shall, . . . for and during the period of twenty years next ensuing the date of the above written Bond, well and sufficiently save, defend, keep harmless and indemnified . . . James Ryder Burton, his heirs, appointees and assigns, from and against all sums of money before damages, costs, charges and expenses which

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he, . . . James Ryder Burton, . . . shall or may pay, incur or sustain, by reason or in consequence of every or any action, suit, entry, eviction, ejection, claim or demand which shall or may be brought, prosecuted, made or effected against him or them or against his or their tenant or tenants, by any person or persons whomsoever now having or claiming or who shall or may hereafter have or claim any estate, right, title, trust or interest at Law or in Equity in or to the said messuage, lands, hereditaments and premises comprised in and conveyed by the hereinbefore recited Indenture of Release of even date with the above written Bond, or any of them or any part or parts thereof, by, from, through, under or in trust for the said John Holmden or by, from, through, under or in trust for the said Ann Wallis, formerly Ann Holmden, respectively deceased, Then the above written Bond or Obligation shall be void but otherwise shall be and remain in full force and virtue.

1842 (p3: 12-32)