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## THE PURCHASE OF WICKHAM COURT BY THE LENNARDS

*Showing the hazards of house purchase in the sixteenth century*

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ONE summer day in 1580, in Lincoln's Inn Field, an elderly gentleman, a senior bencher of the Inn, was talking in amicable terms with a fellow-member, a rather voluble man some thirty years his junior.

John Lennard of Chevening in Kent,<sup>1</sup> who also held Knole at this time, was looking for an estate to settle on a younger son, Samuel. Sir William Heydon of Baconsthorpe in Norfolk,<sup>2</sup> being deeply in debt, was anxious to sell his lands in Kent.

West Wickham, with its subordinate manors of Baston, Keston and Southcourt, had been in the possession of the Heydon family for just over a century.<sup>3</sup> They were influential people in Norfolk, Sir Christopher Heydon, William's father, being one of the two deputy lieutenants and lord over some thirty manors or parts of manors, mostly in that county. In West Wickham, too, he sometimes played a leading part in affairs, such as training the local militia on the slopes above Coney Hall, and in 1561 he added to his estates in Kent by the purchase of heathland at Baston.

But for many years past Wickham Court had not been used as a family residence by the Heydons. In 1577 Sir Christopher leased the demesne of West Wickham and the manor house to his brother-in-law, Archdeacon Matthew Carewe.<sup>4</sup> Then Dame Temperance Carewe, Christopher's second wife, died that same year and Sir Christopher married a third time. He seems to have lost interest in West Wickham and began selling lands there to the lessees; furthermore, he discontinued the practice of his predecessors by neglecting to mention his West Wickham tenants and agents in his will.<sup>5</sup>

Sir Christopher had always been noted for the splendour of his

<sup>1</sup> John Lennard was admitted to Lincoln's Inn in 1533 and called to the bar in 1539. He was now dean of the chapel, and also a protonotary of the Court of Common Pleas.

<sup>2</sup> William Heydon was admitted to Lincoln's Inn in 1561.

<sup>3</sup> cf. *Arch. Cant.* lxxviii (1963).

<sup>4</sup> He was archdeacon of Norfolk and LL.D. cf. C. Monro: *Acta Cancellariae*, P. 3.

<sup>5</sup> P.C.C. Arundel/25.

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household and he kept up an appearance of prosperity to the end. But at the time of his death his debts amounted to £2,400.<sup>6</sup> In spite of this he left legacies totalling some £1,200, giving instructions that costs were to be met from the issues for the next ten years of five of his Norfolk manors. The sale of his lands in Kent was to provide the residue.

In June, 1580, Christopher's will was proved, his eldest son being named sole administrator.<sup>7</sup> William was himself in debt to the tune of £3,500, for which he blamed his father for not having provided him with an income worthy of his station, for already in his father's lifetime he was prominent in the county, and held the office of vice-admiral of Norfolk. Now he wasted no time, but decided to seek a purchaser for the Kent estates without delay.

The Trinity term was not yet over. There was still time to do business before his colleagues left London for the summer recess. So it came about that William Heydon and John Lennard fell to discussing the bargain in Lincoln's Inn Field that June day in 1580.

William was a man of violent emotions. There is, in the correspondence of Bishop Parkhurst of Norwich,<sup>8</sup> a collection of letters which convict William of outbursts of rage and of sudden fits of remorse. Today he was perhaps feeling in a friendly mood towards John Lennard, or, which seems more likely in view of what followed, he knew how to be smooth-tongued and to make rosy promises. Lennard was favourably impressed, and had the feeling that Heydon liked him.

'If ye remember,' he wrote to William in December, 'you told me yn Lyncoln's Yn Felde that I dealt curteously wyth you and therfore of yourself you sayd that I shuld have your land before any other and that 100 li. or two better ofered than any other but that folowed not neyther liked I for yt . . .'<sup>9</sup>

The negotiations continued, however, and eventually a price and terms of payment were agreed upon. The particler of Sir Christopher's Kent lands drawn up after his death states that the price of the premises was £2,700 of which £1,200 were to be paid at the insealing of the conveyance, another £800 at Michaelmas next, and the final £700 at Christmas following.<sup>10</sup> The arrangement must have been altered to some extent, for Lennard mentions, in his letter to Heydon dated 13th December, 1580, that he was supposed to pay £300 at the end of the last term (i.e. about 25th November) and a further £400 towards the end of February.<sup>11</sup>

<sup>6</sup> B. M. Lansdown, 67/3.

<sup>7</sup> K.A.O., U 312, L 4.

<sup>8</sup> J. Strype, *The Annals of the Reformation*, II, i. pp. 429-31, ii. pp. 522-4.

<sup>9</sup> K.A.O. U 312, M 35 A.

<sup>10</sup> *Ibid.*

<sup>11</sup> *Ibid.*

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Whatever the details of the settlement, the bargain must have been effected in the late summer or early autumn of 1580, and the conveyance was registered before the Lessor of the Duchy of Lancaster, in which jurisdiction the lands lay, in Michaelmas Term 22-23 Elizabeth, which would have been between the 6th October and the 25th November, 1580.<sup>12</sup> It seems likely that the conveyance was sealed some time before Michaelmas, if Lennard had paid the first instalment at that time, and also the second instalment of £800 at Michaelmas, as would seem to have been the case. Sir William presumably used this £2,000 to pay off some of his own or his father's debts. It was not enough, however, to relieve him even of his immediate embarrassments, for there were still sums of money he stood bound to pay before Lennard's next instalment was due. Towards the end of October or the beginning of November he sent his servant Gervais to London to seek out Mr. Lennard with the object of obtaining an earlier payment of some of the £300 due at the end of the Michaelmas term.

John Lennard has left us his version of what happened at that interview between himself and William's man, Gervais, in a draft of a letter which he wrote to William from Knole on the 13th of December.<sup>13</sup>

'After my right hartly comendacyons ye shall understand that where I was to pay you 300 li. in the end of the last terme, Mr. Gervys, your servant told me aboute Halowtyde that ye had grete nede to have part of that some [sum] of me presently to pay to others to save you from forfayture of the penalties of oblygacyons whereyn ye stode bound to pay money before my day of payment. Whereapon he had of me so myche as he requyred before my day and all the rest at the day. And as I perceyved by him I myght plesure you myche to helpe you before thys Chrystmas comyng to the 400 li. that I am bound to pay you toward the end of February. So God helpe me I have yt not of my self but I have found suche a frend (though money be as hard to come by as ever I knewe yt) that wylle let me have for yntrest so much at an houres warnyng. Which, if your need so requyre if ye send to me wyth spede Mr. J. Gervys your servant or any other, wyth your letter and that oblygacyon whereby I stand bound to pay yt you toward the end of Februarye he shall redyly receyve yt for you. And althoughe I shall pay intrest for yt, yet you shall pay none but you shall satsysfye the gentlewoman your wyf for a pece of sylk that Mr. Stubbe and Mr. Gervys told me that she shuld have had of Mr. Calthrop and therefore they thought she loked to have yt of me. I dyd not promyse yt nor otherwyse understand of yt. And also I wold desyre to have wyth spede at favourable pryses such lyng and haberdon, old and newe, as Mr. Gervys of hys own

<sup>12</sup> K.A.O., U 312, M 35 A.

<sup>13</sup> *Ibid.*

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offer promysed me to have had by your helpe before thys tyme, whereunto I trusted, and have hytherto been thereby leveyled of my provysyon . . . '

Lennard goes on to request Heydon to send him the evidence writings concerning West Wickham manor, which, he says,

'ye ar bound by the bargeyn betwene us to delyver me before Chrystmas next'.

If the sale of West Wickham had not settled William Heydon's difficulties, neither had the bargain been satisfactorily concluded for John Lennard. No sooner had the conveyance been sealed and the Lennards, father and son, taken on the responsibilities of the estates, than they discovered that the various lessees were claiming rights which William had sold to John Lennard as belonging to the manor. Until the evidence writings arrived, the Lennards did not know where they stood.

That these writings were of vital importance to the Lennards will be seen in the following pages. Heydon's conduct throughout is puzzling. He adopted delay tactics at first, and then, it would seem, completely ignored the Lennards' appeals. Some of the most necessary documents, upon which the Lennards depended for the substantiation of their claims to the rights which Heydon was supposed to have sold them he apparently never sent at all. Nor is there any evidence that he took any steps to justify his own action in selling rights which others claimed as not his to sell.

The course of events has been pieced together from a bundle of original documents preserved in the Lennard family papers, now at Maidstone.<sup>14</sup> It consists of drafts of letters from the Lennards to Sir William Heydon written between the years 1580 and 1586, the original of one letter from Sir William, three particlers of the West Wickham estates under Sir Christopher Heydon, and various other odd notes connected in some way with the purchase of West Wickham.

To understand Lennard's difficulties we must turn to the manorial records, and get acquainted with the various lessees and their lands, and also the terms on which they held them. Manorial accounts, rentals and surveys from 1493 onwards enable us to trace the fortunes of the demesne lands and various tenements attached to West Wickham manor itself, and of the subordinate manors of Baston, Keston and Southcourt.<sup>15</sup>

During this period Baston manor had been leased out for seven-year terms. Keston and Southcourt were leased out together, also for seven-years at a time. For at least seventy years the rent charged remained

<sup>14</sup> Unless otherwise stated all references are to this bundle of documents—K.A.O. U 312 M 35A.

<sup>15</sup> K.A.O. U 312, M 13-31.

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static, viz, £5 13s. 4d. for Baston, and £16 for Keston and Southcourt. Warren of rabbits was let with the lands, but the wood and underwood were reserved to the lord. Sale of timber was one of the biggest sources of profit on the estate and the lord always made specific reservation of the wood and underwood. In the case of Keston, which had its own manor court, the profits of the court and rents due from tenants were also reserved to the lord.

Both these manors changed hands frequently; Keston had had at least six different lessees since 1493, and Baston at least five. In 1560 Keston was leased to Thomas Stevens on a contractual basis, by indenture,<sup>16</sup> and then in about 1577 Sir Christopher sold Keston to this Thomas Stevens, and at the same time he sold Baston manor to Anthony Calthorpe.<sup>17</sup>

This latter is presumably the Mr. Calthorpe who was supposed to have promised Lady Heydon a piece of silk for a new gown, 'at the fynysheng of the bargeyn', as Lennard says in another letter. It therefore seems probable that he had made Sir William an offer for the whole property when he learned that the Heydons intended to sell. He is described as a London merchant in the manorial records, but he had bought up some properties in the locality and had served Sir Christopher Heydon occasionally, though not regularly, as surveyor of woods and receiver of certain payments. Thomas Stevens was a yeoman whose family had been tenants of the lord of West Wickham for many years.

The demesne of West Wickham itself was also leased out by indenture for seven-year periods, to manorial tenants of long standing like the Cawstons and the Phillips. At first it was only the outer site of the manor which was let continuously, the inner site being often reserved to the lord. But George Butler, the lessee before Archdeacon Carewe, seems to have held the whole site, including the manor house; for an incomplete draft indenture dated 1578, referring to a 30-year lease of West Wickham manor from the previous Michaelmas, mentions George Butler as the last lessee and includes among the items previously leased out the capital messuage, mansion or manor place, the farmer's mansion, barns, stables, dovehouse, yards, orchards, gardens, etc. All profits of courts, rents, farms, etc., and timber, etc., were reserved to the lord.

It seems clear that this draft is referring to the lease of West Wickham to Doctor Carewe. Sir Christopher Heydon had already, by 1572, granted his brother-in-law the patronage of the rectory,<sup>18</sup> and the particler drawn up after Sir Christopher's death states that Mr. Doctor Cary has the site of the manor with 702 acres of lands for 27 years to come. In September, 1577, Archdeacon Carewe had made a contract

<sup>16</sup> K.A.O. U 312, T 1.

<sup>17</sup> P.R.O. Req. 2 26/62.

<sup>18</sup> Rochester Episcopal Register V, p. 131.

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with William Phyllyp, a manorial tenant, by which the latter undertook to plough, sow and carry 100 acres of land with various specified crops. There were other details to the bargain, William receiving £10 a year, and doubtless living in the farm house.

Thus the greater part of West Wickham 'cum membris' was well tied up when Sir William sold it to the Lennards. Samuel would not be able to reside in the manor house for another 27 years, and even the manorial rights, such as court dues, rents and reservation of timber were in dispute. In particular there was a serious disagreement about the position of Baston Heath, which Sir Christopher had purchased from Sir Percival Hart in 1561,<sup>19</sup> and which he had let out to various tenants.

We are now in a position to follow the second half of John Lennard's letter of the 13th December, 1580. He apologizes for being importunate about the evidence writings, but it is

'because there ar dyvers and especyally Mr. Calthrope that doth encroche upon me for thoes thyngs ye sold me and the wrytengs that I do nowe especyally and chyefly desyre you to have ar thyes hereafter specyfyed viz.:

The copy of Mr. Carewes oblygacyon and con[ditions?] therof for the yeldyng up of hys leas wyth your mynd what I shuld do thereyn because Mr. Coke<sup>20</sup> your counsellor wrat to me that ye loke to have a profyte by the yeldyng up of that leas.

The counterpayne [counterpart] of Steven of Kestones last leas or the copy of yt for he bought but so mych as was yn hys leas and nowe he chalendgeth more.

The counterpayne of Mr. Calthrops leas of the woods or the copy of yt for as I am enformed by the tenants at Heys he chalendgeth more wood ground then he had yn leas and yet he bought none but such as he had yn leas and encrocheth otherwyse.

Ye must also send me all the conveyance betwene Sir Christopher Heydon your father and Sir Percyvelle Harte.

And I beseche you send me all other wrytengs that ye ought to delyver me before Chrystmas next.

And so restyng to do any pleasure that I can to you or the gentlewoman your wyfe I comytte you bothe to Gods governance, Knolle, 13th December 1580.'

Sir William was in Thursford when he received this letter, and to his credit it must be admitted that he answered it promptly enough. Lennard probably sent it by special messenger, as he later declared he had done on more than one occasion, 'to my grete troble and charge', but even so it would have been three days before William received it,

<sup>19</sup> K.A.O. U 312 T 7.

<sup>20</sup> Probably Sir Edward Coke, later Attorney-General and Chief Justice of the Common Pleas. He was a friend of the Heydons.

and he sat down to answer it on the 20th. Mr. Lennard was careful to keep the letter among his other papers dealing with his purchase of West Wickham.

'After my most heartie comendacons,' it runs, 'I have receyved your letter and towchinge your request for Mr. D. Carewes bond or the copie of yt, yt may lyeke you to understand that at this present I cannot convenientlye come by it, which maye make me coniecture it to be amonge other of my wrightings in th [h]ands of a frende of myne at London, and so at my comynge thither the next Terme I will gladlye doe for you and pleashre you what I maye. In the meane tyme I have sent you the copies of Sir Persevall Harts and Stevens leases, but as for Mr. Calthorpes lease of the wooddes, yt was burnt in my father's tyme, as Mr. Calthorpe (I thinke) dothe knowe. And yet if I can fynde the copie of yt before my comynge up to the Towne, I will bring it with me and you shall have it.

And wheras you require all other wrightings which I am bound (as you saye) to deliver you betwene this and Christmas next, foras-muche as I am now here, and my wrightings remayne at Bacons-thorpe in suche a place as I would be verie lothe to send anie man but my self to make searche, and beinge presentlye in suche servyce as I can by no meanes convenientlye travell now thither, I shall praye you therfore to have me excused untill my comynge to London the next Terme, at which tyme I will (God willinge) bringe thither all that I can fynde and it be materiall. My servaunte Gerveys is not now here, who hathe dealt in makinge provisyon of fyshe for you, but you shall not fayle to have it sent you before Lent next.

My cosyn Stubbe hathe bene verie earnestlye in hand with me to forbear the payment of some parte of the moneye that you are shortlye to answeere me, but perceyvinge by your letter that the whole portion ys, or wilbe verie shortlye readie for me, I shall be therfore contented to receyve it as soone as it shall lyeke you to paye it to me.

My wyf hathe her most hartelye comended unto you: and desyareth you to remember her gowne; not doubtinge but you will deale well with her for the same, consideringe that for the bargayne you had at my hands, I was offred a lease of hundred pounds more than you payed me after I had passed my promise thereof unto your servant. Thus I comytte you to God. from Thursford this 20th of Decembre 1580,

Your verey lovinge frend  
assured

Willm. Heydon.'



The condescending, even patronizing tone of this letter may well have been an attempt on Sir William's part to conceal the very grave financial difficulties in which he was involved. He apparently did not send the deeds promised here, and for the next six years John Lennard was making vain appeals to Heydon and his solicitors, sending his servant all the way to Norfolk with letters and messages to no purpose.

Brickett, the bailiff of West Wickham, may have been employed by Lennard in this capacity; he and his father before him had been bailiffs for the Heydons, and he certainly still had contact with them, for Lennard wrote that Brickett had told him that he had heard Lady Anne Heydon say that

'she had wrytengs that myght pleasure me myche yf I had them, and hynder me mych if I had them not, which I shuld have yf I would gyve her the velvet gown or els not'.

Sir William's wife Anne (Woodhouse) was evidently fond of pretty clothes, and no doubt contributed her fair share to her husband's debts. She never forgot the promise of a new gown. (It is a velvet gown she is asking for now, it may be noticed. Had the lady changed her taste, or had John Lennard been vague, perhaps deliberately, about her request in the first place?)

Lady Heydon's importunity clearly annoyed Lennard, and he continued to ignore her demand. Some time in 1584, it would seem, she sent one of her sons to call on John Lennard at his chamber in Lincoln's Inn, with the same promise—holding out the desired deeds as a bait for a new gown. Again in November, 1585, Mr. Gervais called at Lennard's chamber with the same tale. This time Lennard was so desperate to obtain the evidence writings that he gave in about the gown. He handed Mr. Gervais 20 marcs, so he says in his letter to Heydon, which he reckoned the full value of a good velvet gown. From the letter he sent to William on this occasion we learn that Lennard's quarrels with the lessees had now involved him in a lawsuit which was at that date (21st November, 1585) in action and suit in the Common Pleas at Westminster.

The dilapidated condition of the Common Plea rolls for this period has prevented the discovery of the details of the quarrel. It would seem from Lennard's letter of May, 1586 that he claimed 210 acres of heath with wood upon it at Baston, as having been demised by Sir Percival Hart to Sir Christopher Heydon for 500 years. The deeds of this transfer dated 1561 are still extant, but Sir Christopher must have leased the heath from Hart before this because he was letting it out to his tenants in 1550. For the years 1550 to 1563 we have record that 240 acres of heath were leased to Robert and William Shotte for £1 6s. 8d. a year.<sup>21</sup> At the time of Lennard's purchase of West Wickham some of the wood-

<sup>21</sup> K.A.O. U 312, T 7.

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land at Baston which had been leased to Anthony Calthorpe had been bought by the lessee, who had also bought Baston manor. From the very beginning Lennard and Calthorpe disagreed as to the extent of Calthorpe's property. Apparently Calthorpe referred his claim to a former bargain, made with Sir Christopher, before William had any rights in the estate; it was presumably this deed which had been burnt in Sir Christopher's life-time, the copy of which Sir William had been unable to find.

But Lennard had, amongst his papers, records of manor courts held in 1562 giving lists of lessees and tenants, including Robert Shotte, who had come and sworn fealty, acknowledging Sir William as over-lord and being put in possession of their holdings on payment of the customary dues. Lennard said that his title to part of his lands depended on these court records, and he requested Heydon, in his letter dated 21st November, 1585, to send him the evidence writing which authorized him to hold these courts in his own name in his father's lifetime,

'for we ar by them nowe to defend our tytle of and yn part of thoes lands beyng p'sently yn accyon and sute yn the common place at Westm' before her Maiestyes Justyce of her benche there betwene us and others that clayme former bargeyns thereof . . . Lyncolns yn 21st November 1585'.

Mr. Gervais, on his visit to Lennard, apparently gave his assurance that the evidence writings would be forthcoming now that the lady had her gown. He also advised Lennard to apply to Mr. Coke, who would surely send him

'A suffeycent ple to barre Mr. Calthorp from the leas of Baston heth'.

Lennard sent to Mr. Coke, and in the final letter of this interesting collection he tells how even this produced no result:

' . . . he sent me ageyn the papyres that yowe had of me and nothing els'.

This letter, dated May, 1586, and addressed, not to Heydon but to his servant Gervais, shows that in spite of Lennard's bribe of 20 marcs for the velvet gown he still had not received the deeds. In mild exasperation Lennard writes:

'I have nowe grete cause to say that Sir Wylyyam Heydon dealeth hardly wyth me . . . '

Even Gervais had failed him, for:

' . . . youre selfe hath been thys sevennyght or more yn the towne and come not at me noe not upon my sendyng for youe and you promyse to come. I pray youe come speke with me.'

Heydon clearly had no intention of sending any evidence writings, and we are tempted to suspect that he had a reason for withholding



my only of late the most friendly remembrance unto you.  
 I beseech you to remember for me; not doubting  
 but you will do all well for the same, considering  
 that for the bargain you gave it me I was offered  
 a lease of hundred pounds more than you paid me, after  
 it had passed my promise to you. I beseech you to  
 remember you to God. I am I beseech you to do so.  
 1580.  
 your most humble servant  
 Wm Heydon

Extract from Sir William Heydon's letter to John Lennard.

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them. If Calthorpe was claiming Baston Heath by a former bargain, and Lennard was claiming it by virtue of his purchase of West Wickham manor from Sir William, it looks suspiciously as if Heydon had been guilty of some deliberate double dealing.

Yet the evidence is not all in favour of Anthony Calthorpe. In Lennard's first encounter with Calthorpe it was the tenants of Hayes who were saying that Calthorpe claimed more wood ground than he had in his lease. What is more, Mr. Calthorpe was not able, or was not willing, to produce his own title to Baston Heath. For Samuel Lennard brought a case against him in the Court of Requests in 1590,<sup>22</sup> accusing him of keeping various manorial records belonging to West Wickham, which, he alleged, Calthorpe had when holding the office of bailiff there.<sup>23</sup> In his reply Calthorpe denied that he was ever bailiff or ever had any deeds belonging to Lennard, but said he only had the deeds belonging to Baston manor, which he purchased from Sir Christopher when he bought the manor, 'about fourteen years last past', i.e. about 1576-7.

The records of the Court of Requests are in a better state of preservation than the Common Plea rolls, and Calthorpe's reply to Samuel Lennard throws some very helpful light on the situation. Calthorpe denied that the Lennards had any manorial rights in Baston, Southcourt or Keston at all; since these manors were sold away a long time before the purchase of West Wickham by the Lennards, they had no manors in these places. He said they had the rent of the free-holders only, as a seignory in grosse. He himself, he declared, bought all the demesne land attached to the manor of Baston, about 300 acres, as well as another 600 acres then belonging to the manors of West Wickham, Southcourt and Keston.

To this Samuel Lennard replied that he *had* manorial rights in Baston, etc., because there were copyholders as well as freeholders belonging to the said manors. Anthony Calthorpe's own son, Lennard said, held an acre of land in Keston of him, as of his manor of Keston, by fealty, suit of court and 2d. rent yearly, and to pay his best beast after alienation or death of a tenant, which services and rent his son had withdrawn for several years past. Lennard ended by repeating his demand for the rentals and other deeds which might help him to prove his case.

The result of this suit, as of that in the Common Pleas, is unknown. During these years the Lennards continued to hold manorial courts for Keston as well as West Wickham, and Thomas Stevens, the lessee who had bought Keston manor, was still attending and taking an active part on the jury in 1585.<sup>24</sup> But by 1597 Stevens may have joined Anthony Calthorpe in refusing to acknowledge Lennard's claim of over-lordship,

<sup>22</sup> John Lennard died early that year.

<sup>23</sup> P.R.O. Req. 2 26/62.

<sup>24</sup> K.A.O. U 312, M 13/8.

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for both are accused of default of court, and Stevens is further recorded as having neglected to pay a fine for an encroachment and as having ignored the court's order to remove it.<sup>25</sup> John Brickett, the bailiff, continued to head his accounts 'for the manors of West Wickham, Baston, Keston and Southcourt'. But in a survey of the Lennards' properties made in 1648, Baston manor is not mentioned, though Keston manor is included as belonging to Sir Stephen Lennard, Samuel's son.<sup>26</sup>

Can Anthony Calthorpe have been right when he said that Sir Christopher's sale of the subordinate manors meant that the lord of West Wickham had from henceforth no manors in Baston, Keston and Southcourt? Thomas Stevens does not appear to have looked at it that way at the time he bought Keston.

Lennard, in his letter to William in December, 1580, when the disputes were just beginning, had said that Calthorpe and Stevens had each bought as much as they had had in lease, and no more. And we have the wording of Stevens' lease of 1560, in the indenture made between him and Sir Christopher, which states that Sir Christopher 'demysed, granted and to ferme letten' his manor of Keston Court and Southcourt with game and warren, for ten years. Excepted and reserved to the lord were all rents and services, courts baron, lands let by copy, courts and leets with all profits of same, wards, reliefs and escheats and herriots. Wood and underwood were reserved to the lord, though Stevens was to have firebote, hedgebote and ploughbote.<sup>27</sup>

As we have seen from the statement of Samuel Lennard in the Court of Requests, he was of the opinion that the sale made by Sir Christopher of Baston and Keston had not been meant to include manorial rights. But that the position was not clear, even to the Lennards themselves, lawyers though they were,<sup>28</sup> we have evidence in the form of a note written for private use, and kept amongst the Lennard papers. Some knowledgeable person had written out, presumably for the Lennards, a statement of the legal position of a manor when leased and when sold, and beneath this statement a query was added in another hand (probably Lennard's) to which the clerk was asked to give an answer. This is how it goes:

'By the lease the manor doeth passe, and th' excepcons of the rents, fermes, courte barons, wardes, relieffes and eschetes ar voyd bicause it is repugnant and thinges incydent to the manor. But for the other thinges excepted it is good, bicause it maye be a manor without them.

<sup>25</sup> K.A.O. U 312, M 13/11.

<sup>26</sup> K.A.O. U 312, M 33. We learn from Miss Elizabeth Lennard, however, that her father was Lord of the Manor of Baston at the beginning of this century.

<sup>27</sup> K.A.O. U 312, T 1.

<sup>28</sup> Samuel was admitted to Lincoln's Inn in 1577.

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leas           And by the excepcion of the woodes and underwoodes, if there be noe woodes of name, then the trees growinge sparsim are excepted, ffor otherwise th' excepcion should be void, and that cannot be for trees disparsim growinge are within the generall woodes of wood and the rather bicause in the covenant the lessee must have his wood by assignement of the lessor.

But the thing that doethe impung this are the woodes, with all the pasture within the same woodes and underwoodes as long as they be inclosed whereby it seemeth the meaning was of other woodes, then trees growing sparsim, but the covenant after that the lessee shall have his woodes by th' assignement of the lessor, maketh it playne they are excepted.

bargeyn       Item, by the bargayne and sale of the landes, the trees  
and           and woodes doe passe without namyng of the woodes. But the  
sale           woodes uppon the waste soyle doe not passe. neither the wast  
soyle ytself.

Item, the rent by this bargaine is extinct for parte according to the value, and the condycion utterlye distroied ffor it is a thing intire whereof noe apporecyonment can be by the acte of the parties.

Item, to hawke and hunt and carry uppon the landes bargayned, it is a thing that doeth rest in covenant and the bargayne hath not discharged it for it was of another thing.'

(Note added in another hand.)

'The vendor yn hys bargeyn and sale to the lesse[e] or vende[e] doth bargeyn and selle to hym all hys rights, tytyle, yntrest, use, possessyon and demand of, yn and to the premysse bargayned and sold.

Quere: Whyther that by thoes words the vendor and hys assigne[e] be not excluded to hawke, hunte and carry on the ground.

I pray       And if he be not then whyther by the bargeyn and sale of  
you Mr.     the manor the purchaser of the manor may have yt.'

Clerk       (In clerk's hand again.)

consyder   'I am of that mynd that the bargayne and sale doth passe  
hereof.'    nothinge that resteth in covenant and especially the covenant  
being nothinge to charg the soyle withall but only a lib[ertye?]  
and thing of pleasure which no[ne?] canne[?] have but the  
partyes and partye in Lawe.'

This question of the respective legal rights of the lord of the manor and the lessee was a vital one for the Lennards in their dealings with Mr. Doctor Carewe, the lessee of West Wickham demesne. For during these same years that they were fighting Anthony Calthorpe in the

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Court of Common Pleas and the Court of Requests, they were also pleading their suit against Carewe in the Court of Chancery. Once again the case has defied discovery in the records of Chancery proceedings, but some detailed information can be gleaned from the Lennards' rough notes headed 'Notes for Mr. Doctor Carewe, Esquyer, one of the masters yn the Court of Chancerye yn matters yn controversye betwene hym and John Lennard and Samuel Lennard'. They were written on the back of a draft letter dated November, 1585.

It appears that Carewe had been taking certain rents and other privileges which the Lennards claimed had been sold to them by Sir William Heydon.

'Mr. Carewe must perswade hym self that he hath nothing to do wyth Edgats tenement, no more than he hath wyth Leyhams farm or Woodwards tenement, for all rents and farmes payable and due to the maner by any tenant or fermor ar excepted and reserved yn Mr. Heydons leas to Mr. Carewe. And if Mr. Carewe thynks that Edgats tenement was not a tenement by yt self dyvyded from the ferme that he hath taken yn leas and so excepted yt shalbe proved bothe by wytnesses and dyvers accompts redy to be seen.'

The right to the timber was another point at issue. Carewe was apparently felling trees on land which Lennard considered not in his lease. Also there was disagreement as to the extent of Carewe's right to the timber on the land in his lease. Lennard claimed that the woods and underwoods were reserved to the lord, and that the lessee had the right to certain specified 'botes' only. For instance, firebote for himself might be conceded, but Carewe was allowing his farmer a free hand in the matter of firewood as well, and this Lennard felt was too much of a good thing.

'The woods that Mr. Carewes fermor duelling yn the ferme howse spendyth yerely yn bakyng and bruyng [brewing] and other hys contynuall fyres ys not so lytle worth as 10 li. a yere for the which Mr. Lennard ys to be recompensed for the tyme past.'

Conybote, or the right to collect wood for rabbit snares, was not, in Lennard's view, one of the permitted botes. The lord of the manor of West Wickham had a charter under the great seal which reserved all hunting, hawking, fishing and fowling rights to himself, no tenant or lessee being allowed these privileges without his licence.<sup>20</sup> Mr. Carewe must have been granted a licence to hunt rabbits, for the contract before-mentioned made by him with his farmer William Phyllyp makes reference to a warrener to help whom Phyllyp had to provide two men whenever necessary. Carewe clearly claimed the right to use the wood

<sup>20</sup> K.A.O. U 312, E 8. Copy taken in the nineteenth century from the Charter Roll. (P.R.O. 11 Edward II, No. 23, 1317-18.)



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for making rabbit snares, for Phyllyp was to collect it for him by the terms of the contract. The draft indenture quoted as probably referring to the lease and the particler which names Carewe as chief lessee in 1580 mention as part of his lease 'warrens of coneyes' and 68 acres of 'shepe-land and coney-ground'.

The reason for Lennard's objection to the lessee's use of timber for his rabbit snares was the waste of valuable wood that this had involved. He was willing, he stated in his notes for Mr. Carewe, to grant conybote, provided the oak and ash trees were spared.

The use of hay and litter was also in dispute. Lennard claimed five marcs a year from Carewe for it.

'Then the fyve marcs by yere for hay and litter Mr. Lennard, being Mr. Heydon's assigne[e], ys to have by the words of the leas which, though he could not recover by the comon lawe, he lytle doubteth but that the chanc[er]ye beyng a court of conseyence, where now they are yn pledying, wyll geve yt hym.'

Did the Court of Chancery give it him? Once again the outcome is unknown. Probably some compromise was reached eventually.

Some time in the 1590s Samuel Lennard came into residence at Wickham Court. The last entry concerning the Carewes in the parish register was in April, 1590, when the archdeacon's son Matthew was baptized. On the 13th November, 1597, Samuel's daughter Mary was baptized at West Wickham church.

With the coming of the Lennards the manor house, already a century old, was to undergo drastic changes. The formidable medieval aspect was to disappear, and large, light windows were to be cut in the outside walls. The central well was covered over and furnished with an oak staircase. Some of the inside timber and plaster work was covered with carved panelling, and wooden floors replaced some of the stone flags. A porch was built out from the west entrance.

Before Samuel came to live at the Court he had already had cause to repair the church. John Brickett's account for the year 1585 includes a list of items purchased for this purpose, such as tiles (a thousand), a bushell of 'tylpyns', lime, nails, and payments to tylers, glasier and carrier.<sup>30</sup>

The Lennards soon began to add their own contribution to the fine collection of stained glass, Sir Samuel's achievement being first placed in a window in the church.<sup>31</sup> Much later this beautiful Jacobean work was brought into the Court, where it can still be seen, with later Lennard coats, in the east window of the banqueting hall.<sup>32</sup>

<sup>30</sup> K.A.O. U 312, M 36.

<sup>31</sup> Samuel Lennard was knighted by King James I.

<sup>32</sup> Rev. D. Ingram Hill and C. R. Counce have given a detailed description of both the Heydon and the Lennard coats-of-arms preserved in the stained glass at Wickham Court in the *Journal of the British Society of Master Glass-Painters*, Vol. xi, No. 2, 1952-53.

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So ends the story of the transfer of West Wickham from the Heydons to the Lennards. It would be interesting indeed to know how far the Lennards were the victims of dishonest dealings. The lawsuits over the West Wickham estates were, after all, but part of the general trend of the times. Tenants were chafing at the out-of-date burdens still imposed on them by conservative landlords; the widespread hunger for land and the rich reward open to those who knew how to use it to the best advantage put tenant-farmers on the alert to seize any opportunity of throwing off feudal control and increasing the scope of their own agricultural activities. Such an opportunity presented itself when a manor changed hands, for the new landlord, as the Lennards found to their cost, would be ignorant of local custom and of situations obtaining.

It is to be regretted that the imperfect state of the legal records has obscured so many facts. As it is, and remembering also the corruptions of the time and the intricacies of the law, to arrive at any sure conclusion now would be quite impossible. But we have the words of Lennard himself, and those, perhaps, more telling than any legal verdict:

'I have nowe grete cause to say that Sir Wylliam Heydon dealeth hardly wyth me. . . . And surelye my lady hys wyffe yf yt had pleased her myght have delte better with me . . . '

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### ABBREVIATIONS

B.M.	British Museum.
K.A.O.	Kent Archives Office.
P.C.C.	Prerogative Court of Canterbury (Somerset House).
P.R.O.	Public Records Office.

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#### Note on treatment of original texts:

In general abbreviations have been extended, including the 'thorn' which was much in evidence in one hand.

Original spelling has been retained, as also punctuation, except where a modification was necessary to clarify the sense.

Capitals have for the most part been modernized, in particular for the divine name.