



THE OXFORDSHIRE RECORD SOCIETY



PRINTED FOR THE SOCIETY

1949.



The Oxfordshire Record Society

THE PROGRESS NOTES
OF
WARDEN WOODWARD
ROUND
THE OXFORDSHIRE ESTATES
OF
NEW COLLEGE, OXFORD
1659-1675

Issued for the year 1945

Transcribed and Edited with an Introduction, etc.

by

R. L. RICKARD
Assistant Librarian

NEW COLLEGE, OXFORD

CHENEY & SONS
BANBURY
OXON

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PREFACE

The Editor wishes to thank the Warden and Fellows of New College, Oxford, for their permission to publish this transcript, and for giving him access to the documents preserved in their muniment rooms. He also acknowledges with gratitude the kind and expert advice given him by Mr. David Ogg, M.A., Fellow of New College, for the loan of his transcripts of the Buckinghamshire progresses, and for his permission to quote from them. The Editor also wishes to record his indebtedness to Sir John Myres, M.A., Hon. Fellow of New College, for much help and encouragement, to Mr. L. G. Wickham Legg, M.A., Fellow of New College, and to Mr. E. C. Ouvry, M.A., Steward of the Manors.

The Society likewise is indebted to the Warden and Fellows of New College for a generous grant towards the publication of this volume.

INTRODUCTION

In Chapter V of *Pages from the Past* H. A. L. Fisher gives a present-day picture of the Warden of New College and his attendants starting off from the front lodge of the College sometime during the Long Vacation to go on 'Progress' or annual tour of inspection of the College estates. Part of the business of the 'Progress' was, until quite recent years, the holding of the Courts Baron, which were opened by the Steward of the Manors on the arrival of the Progress.

Mr. E. C. Ouvry, Steward of the Manors, has set out the proceedings of these courts as follows :—

"The Court Baron, or Customary Court of the Warden and Scholars of New College of the manor of Adderbury, in the County of Oxford and all Courts in the other Manors, are summoned by Notice attached to the door or in the porch of the Parish Church about a week before they are held.

"The Court is attended by certain of the copyhold known as 'the Homage.' The jury being assembled, the Bailiff repeats after the Steward : 'Oyez !, Oyez !, Oyez !. All manner of persons that were summoned to attend at this time and place draw near and answer to your name as you shall be called.' The Steward, having called the names of the Jury from a list supplied by the Bailiff, directs the election of the Foreman by the Homage, who on his election makes oath that he will 'true presentment make of all such matters and things as shall be given him in charge and present the truth, the whole truth, and nothing but the truth.' The Jury are then sworn, each declaring that 'the same oath that our Foreman hath taken to observe and keep on his part I will observe and keep on my part.' The Steward then delivers the charge to the Jury in the following form :—

'Gentlemen,

The design of our Meeting at this time and place is to hold a Court Baron and Customary Court for the Lords of the Manor ; it is therefore incumbent on me as Steward to give you in charge such things as are proper and necessary for your Enquiry and Consideration and then it will become your Duty as Jurymen in Justice to yourselves and neighbours and in discharge of the Oath you have now just taken to make due presentment thereof.'

'First you are to enquire who those are that owe Suit and Service to this Court and whether they are here to do and perform the same.'

'As a Homage of the Customary Court you are to enquire what Advantages have happened to the Lords since the last Court, either by Death, Alienation or Forfeiture. If you find the death of any Tenant it is your duty to enquire what Lands he held of this Manor and who is the next Taker that he may come in and be admitted.'

'Also, if there have been any Alienation of the Estate held of this Manor, who the purchasers are, that the Lords may know of whom to expect their Rents and Services. Forfeitures happen divers ways the most material of which are :—If any Tenant neglects or refuses to pay and perform his Rents and Services, of which his attendance at this Court is a material part, or if he suffers his Copyhold Tenement to go to decay or fall down, or takes away the buildings from one Estate to repair another or leases it for more than one year without a Licence.'

'Also, you are to enquire if any Rents, Customs, or Services have been withheld or withdrawn from the Lords of this Manor, what they are, out of what lands they issue, and how long and by whom they have been so withheld.'

'All these things are inquirable and presentable by you ; and if I have omitted anything which has fallen within your Knowledge and which at all concerns the interest of the Lords or Tenants of this Manor you are bound by your oaths to present it.'

"The Jury then, through the Foreman, 'present' the death of any of the Copyhold Tenants who have died since the last Court, any Changes in Tenancy of the copyholds or 'copies,' and any other matters that may be of importance or interest to the Lords of the Manor. In this would be included any matter of rights-of-way or footpaths affecting the property of the Lords.

"Formerly new Tenants of the copies used to attend and be admitted to their holdings, but Admittances were (until Copyholds were abolished by Act of Parliament in 1926) invariably done 'out of court' by the Steward, or his Deputy appointed for the purpose in each case."

"At the conclusion of the business the Steward declares the Court closed and discharges the Jury in the following words :—

'All manner of persons who were summoned to attend at this time and place may for the present depart and attend again upon a new summons. God save the King.' The Steward then thanks the Jury for their attendance, and the proceedings are finished."

It may be noted that right down to the extinction of the manorial courts, it was not permissible by custom for the Warden to be present. The presiding officer was the Steward of the Manors. This appears in the complicated case of Elizabeth Phelps at Kingham where the Warden interrupts the court by calling for the Outrider and the Steward in order to put certain facts before them, and then "Mr. Steward returned into the Court." On the other hand at Stanton, in the matter of land in Burham Furze, Woodward says "I declared my opinion in the Court," and it is worth noting that one of the parties announced his intention of going to law against the judgment of the Warden's Court.

Michael Woodward, Warden of New College 1658-1675, left copious notes on the progresses of his time, which are still preserved in the muniment room at New College. They relate to many manors spread over the counties of Berkshire, Buckinghamshire, Cambridgeshire, Essex, Hampshire, Kent, Middlesex, Norfolk, Oxfordshire and Wiltshire.

Woodward was born at Salford, Bedfordshire, in 1602, he matriculated at New College in 1621, took his B.A. degree in 1625, M.A. 1628 and D.D. 1660; he died from apoplexy 16 June 1675. It has been said of him that he was a 'dull and heavy man' and Anthony Wood mentions that he 'cringed to the late times and was a man of no spirit' while Mr. David Ogg in *England in the reign of Charles II* comes to the conclusion that 'Woodward was not distinguished for learning, but was a good administrator of the older type.' Woodward, who never married, was also the rector of Brightwell in Berkshire.

Elected to the wardenship in the most difficult years of the Restoration he did much to rectify the havoc caused among the College estates by his predecessor George Marshall, who had been elected Warden of New College by the parliamentary visitation of 1648 and had done much damage to the College woods. It has been estimated that no less than 5000 trees, principally at Stanton St. John, were cut down during the wardenship of Marshall, and everywhere farm buildings and property had been allowed to fall into a bad state of repair. So it is easily understood that Woodward, who always had the interests of the College in view, and never faltered in maintaining these interests, was considered by some to be a harsh landlord.

As Warden of the College he carried out his duties with great dignity and did much to restore discipline within the College, which at this period was in a very low state. He also strove to improve the finances of the Society, and it is interesting to find him complaining in his address to the King, at an audience of 1660, of the very poor gift provided by the College owing to its financial position—'whereby as despoyled of all other meanes (by men unstatutable and members illegitimate) we have little left save only this, the tender of ourselves, which with all submission wee humbly present unto your Majestie. Were our College abilities soe great as in Times past the meanesse of our present (poore as it is) would easily advance into farre greater richnesse. But the Treasurie being exhausted, and a Mite remaining only Our free-will offering (though most unwillingly) becomes the lesse,' yet with help of Woodward's administration, within the next few years a new organ was built and the east end of the chapel decorated and repaired at considerable cost.

In the time of Woodward the manorial courts had more powers than those exercised in more recent years; indeed the whole life of a rural

community was centred in the church and the manorial courts. It might indeed be said that many rural districts of England included within their manorial structure, a number of small parliaments, the lord of the manor being the crown of the local society and the lord's steward and the homage being the parliament. The lord held court for his copyhold or customary tenants, but where, according to custom, he had no jurisdiction over the freeholders, he could not oblige freeholders to serve on the jury of a manorial court. Woodward gives an example of this at Kemnal in Kent, 'Wee went unto our manor at Kemming Hall, but our tenants being all freeholders were not come, wee tarried there for them untill 4 of the clocke, but they came not, noe Court then held, they all being freeholders.' On the other hand the freeholder himself had no say at a customary court, except on matters that affected him by custom.

The copyholders held their land at the will of the lord of the manor, according to the various customs of the manor. They were called copyholders because the only evidences they had were the authorised copies of the entries of their admittances to their copyholds in the court rolls kept by the steward of the manor, "And these tenants are called tenants by copy of court roll, because they have no other evidence concerning their tenements, but only the Copies of Court Rolls" (Littleton CIX sect. 75). They had an exclusive right of occupation of their tenements, but the freehold and seisin remained in the lord, and all timber and minerals belonged to the lord.

Upon the death of a copyholder the customary heir would appear at the court and request the lord's steward to admit him to the copyhold on the payment of the customary fine and heriot; and the copyholder who had sold his holding would appear and surrender his land while the purchaser requested admittance thereto. The amount of such fines was fixed by custom, usually at two, but sometimes at three years' rent, but custom again might leave them to the will of the lord, in which case he would possibly only claim a reasonable fine. The latter seems to have often been the custom of New College, e.g. at Steeple Morden in Cambridgeshire a ten acre holding was valued at £4 per annum plus rent 10/-. Woodward at first asked £10 for the fine, but at last descended to one year's value of £4 plus rent. At Adderbury for an acre of land valued at 6s. 8d. per annum he accepted 5s. which also included the heriot; at Heyford where a yardland was valued at £6 per annum the fine paid for a 3 yardland only amounted to £6; in another £8 was the fine set for a 2 yardland, and in a third £12 for a 3 yardland. It must not be assumed however that it was only the generosity of the College that made for low fines; on the contrary, the homage would sometimes force the steward to accept a lower fine than was customary. Woodward remarks that at Great Horwood on

May 8th 1663, 'The Homage begged of mee a tree to make a chimney for a poore woman, but that was indeed for the owner of the house, a rich man, and besides in the Court upon divers pretences they had much beaten downe our fines, even from a yeare's value, and therefore I granted it not.'

The Hon. Roger North (1653-1734) stresses the importance of 'court keeping' as good training for young lawyers, 'The Copyhold Court,' he says, 'which is called the Court Baron, instructs him in titles, and the way of examining them, through all the mutations, and to see if they cohere, and to spy out the defects and cure them. And also to accommodate the business for poor men, who are governed by Mr. Steward. He will have the mortgaging and discharging mortgages; entailing and barring entails; settling jointers, and examining femecoverts who join to convey, all which is working in the porch of the law, in order to be fit to enter the sacred temple of it, where the works are greater moment and profit. The Court Baron, in the genuine sense, is the court of lords' jurisdiction in his manor, and holds plea of all land held of the manor, and in debt under 40s, and may be held from three weeks to three weeks, wherein the process is after the model of the ancient common law, and the knowledge how to conduct such a court fits a man to be practiser even at the Common Pleas bar. For all which reasons, and more, it is most advisable to put a young man destined for the law upon court keeping, and fill him with this sort of business as much as may be.' (Augustus Jessop, *Lives of the Norths*, Vol. III, p. 107).

The heriot was the right of the lord to claim the best beast on the tenement at the death of the tenant, but by Woodward's time this had been waived in lieu of a money payment, and only on rare occasions was a beast or goods seized. At Tingewick Sept. 21, 1660 'One Busby sold an Estate on Nov. 15 1659, the Homage desired that the heriot be priced by the neighbours, but this was not granted The Beast, I said, was to be exposed unto sale at Buckingham and the value thereof to be paid unto the College.' Again at Tingewick; 'One (tenant) being dead and his household of the plague, the Homage will'd Mr. Steward to take the best goods therein, but hee feareing an infection did rather choose for 2 heriots 2 lands of Wheat.' At Heyford, an Iron Pot was valued at 18d but the College took only 12d; at the same place July 15, 1672 a horse was priced at 59s after the homage had valued it at 60s, the homage being denied the right to value a heriot as not being the custom of the manor. At Great Horwood the custom was that if the tenant had no draught beast, the lord was to have for a heriot the crop of the best half acre of land that was sown upon the holding.

By Woodward's time customary services and obligations relating to copyhold had also for the most part been commuted into money

payments. These services consisted chiefly of the liability to do so many days' work on the lord's demesne in each year. At Stanton St. John the services took the form of carting wood from Stanton to the College and this is clearly shewn in the following extract from a 17th Century Rental :—

" Item the ffarmer or Leas houlder of the scite and demeasne land of Woodperrie for carriage of wood due at our Ladie day yearely or within 30 dayes then next following XXVIs VIIId.

' Item the ffarmer of Stanton St. Johns ffarme for carrynge of 4 Loades Xs.

Item Mris Francis Robinson for 5 carryages yearely XIIIs VIId.

Item William Collins for one carryage yearely IIs VIId.

Item George Willmott for 4 carryages Xs.

Item Edward Tipping for 3 carryages Vs.

Item William Finch for 4 carryages Xs.

Sir Thomas Denton knight, of Mr. Powell gent his undertenant for one farme scituate at fforest hill, for 4 yard land called Mynchin Court : Id and I dayes work at the Bedreape, or 8d for the same."

Extract from a 17th Century Terrier of Adderbury :—

" Court Leete and Court Baron with rents and services from the tennants of the said Manor, the yearely rent from the said tennants 19s and for services 6s 8d in toto XXVs VIIId."

It can be seen that a great deal of the activity of the community was governed by custom, which according to Blackstone (I. p. 76) was 'A practice that had prevailed time out of mind in a particular district, creating certain special rights and duties peculiar to the dwellers in that district.' Custom fixed the lord's rights, the heriots payable upon a tenant's death, the fines on the admittance of new tenants, and the mode of succession to tenants' heirs, the various rights of the copyholders to common on the lord's waste, the cutting of timber by a tenant on his holding and even extended to certain privileges affecting the social life of the particular community. Customs therefore protected the interests of both lord and tenant ; for instance it has been noted that timber and minerals belonged to the lord, and yet it was a trespass on the part of the lord to enter on a holding to cut the timber or dig the minerals unless he was allowed to do so by custom of the manor. But on the other hand the copyholder was not allowed to cut the timber on his copyhold except by special custom. These customs varied in nature in different parts of the country and the incidents of copyhold tenure differed in various manors, so the tendency of some writers to rationalize these incidents may lead to distortion of fact.

The main sources of a lord's income were first from rents and fines, secondly from the sales of timber, and it was one of the duties of the Warden while on ' Progress ' to inspect the woods belonging to the

College and to mark and price the trees that were to be sold, and also to mark those which were to be allowed to tenants for repairing their copyholds and for plough-boot, fire-boot, etc. Timber varied in price, at Great Horwood in 1666, 5 trees were valued at 9d per foot, 5 others were worth £5 10 0, 2 more £1, and one tree of 30 feet in length was valued at £1, the "lopp and topp and bark to be sold for the College." At the same place in 1672, 81 oak trees were valued at 1/- per foot, the 'lopp and topp' being valued separately at £6 5 7, 98 oaks were also valued at 1/- per foot with 'lopp and topp' at £18 7 9. Ash seems to have been valued less than oak, the usual price being 9d or 10d per foot. The lop and top of ash fetched between 8/- and 9/6 a load.

The 'Lopp and Topp' of trees caused many disputes in the courts, and Woodward was usually very firm in securing it as a right by custom to the College. At Lindsell in Essex, two copyholders were allowed to sell some of the lop upon their copyholds, but to acknowledge the right of the College to the lop Woodward made them pay to the College 6d for every load they sold. At Tingewick, Bucks, the woodman endeavoured to claim it as one of his perquisites, but this was denied him after the ancient men of the village said it was no custom. The villagers of Tingewick to whom trees had been granted to repair their tenements also claimed the 'lopp and topp' and in this case Woodward very unwillingly agreed, but even then not as a custom.

During the XVIIth century there was a general scarcity of timber throughout England, many industries were using wood for fuel. The glass and cloth industries of Kent, and the iron foundries of Sussex made inroads in the local supplies. The Navy required the best of English oak obtainable for the repairing of old and the building of new ships. R. G. Albion in *Forests and Sea Power* states that a great deal of this was drawn from the three royal preserves:—The New Forest, the Forest of Dean, and that of Alice Holt in Hampshire. Probably some timber supplied came from the College woods, and Woodward records the following dispute at Great Horwood over the carriage of the King's ship timber. On Sep. 10, 1667, 'Mr. Foskett and another old and big man of Horwood were with us at the College desiring to know whether they should obey the warrants for carrying the King's ship-timber or noe? Mr. Rich Holloway, haveing studyed the case out of the new Acts of Parliament, ab anno 1640 ad annum 1667, did conceive that wee could not safely stand upon our charter and deny the said carriage, because there is a new Act of Parliament made (anno Caroli 2di 14to cap. 20 pte Ima pag 237a) that requireth the said carriage of all men without any exemption or consideracion of charters, and for some satisfaction alloweth 12d per mile, etc. Therefore resolved by the Thirteen on the said day that our tenants should submitt unto the warrants, and undergoe their share in the carriage.'

The rebuilding of London after the Great Fire, and the large amount that was still being used for house-building, particularly in the east and south east districts, all helped to diminish supplies. It was not unnatural therefore that Woodward laid such stress on his dealings with trees from the College woods, for to him timber was a financial as well as an economic asset. He states in May 1671, 'That the College was much behindhand and wanted money very much, that our fines did fail us much, as also our sales of timber.' Where timber was concerned Woodward always had thought for the future, and often after he had allowed tenants to cut down trees for repairs or making pumps¹ he would go round the copyhold or visit the woods to ascertain that the tenant had planted new trees for the old. On one occasion he complained of the poor of Great Horwood that they 'beat down acorns for their hogs before they were ripe and no acorns were left to fall and scatter on the ground for the increase of young trees.'

The use and sometimes theft of trees for maypoles caused Woodward no little anxiety. At Great Horwood May 13, 1661, he states, 'There came at the same time to Horwood some of Preston men who had stollen out of Tyngeswyke woods a young tree about 30 foot long for a May-pole. They desired, without a suit at law to compound for it. I asked them for the tree 30s, but condescended to 25s, moreover to pay unto 2 men that watched the woods 2s, and to two of our bailiff's sons 2s, in toto 29s.' On May 14 1661 'One small tree in the woods was allowed unto Newnton men for a May-pole, they were very desirous to have one, and yet soe honest as not to steale one' this was granted on the condition 'that when the time was past they should take it down and make therewith a ladder for the Church.' Again at Horwood in 1666 it is recorded: 'After dinner the youths who had stolen the tree for a May-pole desired by Mr. Foskett who dined with us, that some reasonable mulct in mony (without a writt), might bee taken for the said tree: 6/- was accepted and disposed of in this manner, viz. $\frac{1}{2}$ a crowne unto the looker to the woods, or to the informer, 2s backe againe to the youths at 4d the peece to each one, or groate, as being knaves, and 18d unto the Coll. for the trespasse to bee upon record, that the like bee not committed in time to come.' At Tingewick May 30, 1670, 'As wee were in the coppice there came unto us about 7 or 8 of the young maidens of Tyngewyke and entreating pardon for being soe bold they desired a tree to make a May-pole. To encrease good neighbourhood and love among them, at Mr. Penton's and Mr. Outrider's request, and to weane them from conventicles, a tree was granted to them.'

It will be seen that Woodward repeated himself a great deal, and if this at times becomes rather tedious, it must be remembered that in

¹Walter Rose, *The Village Carpenter*, 1946, gives a good account of wooden pumps

the majority of cases the repetition was made to remind the writer to bring the matter up again at a later court. In cases of dispute he was determined to get to the root of the trouble, and insisted on timber allotted for repairs being used for that purpose only.

Much has been written about the beginnings of the 'proletariat' in England. Karl Marx maintained that the proletariat arose as a result of the eviction of the peasant classes from the land, the process, according to him, assuming its 'classic' form in England. It is no doubt true that the Black Death caused a great scarcity of cheap labour, which to a large extent hastened the end of customary services, and the Dissolution of the Monasteries caused more lands to be let out in farms, whereas formerly many owners or lords of the manors had farmed the lands themselves. By the end of the XVIth century, in the majority of manors throughout the country, the demesnes were leased for a term of years, and so were laid the foundation of large-scale farming. The enclosures of the 16th Century for sheep farming, the appropriation of common land in certain parts of the country, the eviction of small copyholders, the changing of small holdings into few large ones, and the increase in the rates of fines caused the copyholders to be pushed into the background. The large producer farmer could go further afield for his market, but the small producer not having the same means was by debt or monopoly robbed of much of his independence.

All these things helped to ensure the beginnings of the proletariat, but even after taking all of them into consideration the number of the proletariat at the end of the XVIth century did not constitute a large or important part of the population. Its migration was also restricted by the 'Statute of Inmates' 1589 and the 'Statute of the Poor' 1601, both of which had the effect of protecting the owners of estate and the larger farmers against loss of labour. Every parish was made responsible for its own poor, and local authorities had the power to send the workless immigrants and beggars back to their own parishes, where they found themselves forced to work on the land. Woodward was always very careful in any dealings that concerned the poor of a parish, in surrenders, for instance, of part copyholds, to which he seldom agreed because, as he says, it 'occasioned Inmates against the Law.' On one occasion he agreed to the surrender of part of a house after much discussion and then only on the condition 'that for time to come they (the homage) should take noe such surrenders of part houses.'

The total amount of land enclosed during the Tudor enclosures was probably less than 10 per cent, so the eviction of the copyholders did not help towards a rapid increase of the proletariat. With the steady growth of industry and the falling off of land enclosures during the early part of the XVIIth century a scarcity of labour ensued which lasted until the time of the Industrial Revolution.

After reading such documentary evidence as Woodward's it must be recognised that even at the end of the XVIIth century, in the country districts of England at least, there still existed a very great number of families who cultivated their holdings and still contrived to obtain a livelihood from the soil. These men were neither freeholders nor tenants nor agricultural labourers as we know them in the modern sense, but copyholders or rather smallholders who were still governed to a great extent by custom and rules of an ancient semi-communal system. It was not until the Industrial Revolution of the XIXth century that we can truly speak of a proletariat.

The contents of these diaries may indeed at first sight be called chronicles of small beer, but to the attentive reader they are full of interest for the light they throw on the unchanging character of human nature in small communities in days when transport was restricted and wars had not taken the English countrymen to regions Caesar never knew. Beyond the daily toil men and women have little interest except to keep an eye on each other. Neighbour complains against neighbour that the boundary stones have been removed ; one has been encroaching on the grazing of another ; women are uncivil because they have not got everything they wanted ; all try to get what they can out of the lord of the manor. The Warden indeed has his hands full. At Kingham one Barber, a troublesome fellow, has ploughed too far into the greensward, and has encroached on land which is not his to the detriment of the College interest, and even into the King's highway ; the Warden further hears that the miller has allowed the water of the mill stream to flood his neighbours' land (one being this selfsame Barber) but he decides that it is the fault of Barber and his fellow complainant, for it was their business to have seen that the stream banks were high enough to keep the water in bounds ; the self-same miller and the baker are at loggerheads with the College because the baker has been selling corn ground at one mill and not at the College mill ; at Adderbury a claim is sprung upon him for a bull (or a bull and a boar) to be killed at Christmas for the sake of the poor. He decides after consultation that there is no such custom ; and of course he has to join the fiercest battle in bargaining over the amount of fines for renewal, or for the addition of a life into a copyhold for lives. All this shows that human nature is still much the same as then. Questions of inheritance, especially when a widow had a family by two husbands, were perhaps the most complicated of all the problems on which adjudication had to be made. Occasionally we hear of disputes with the freeholders. At Kingham the freeholders denied the validity of a copy given by the College to the occupant of a cottage built on the waste of the manor. Woodward remarks loftily enough that the freeholders " talked high, as if they would sue us, but lett them doe

what they please." Housing problems were not unknown, though scarcely in the form known to us. Is A to be allowed B as an inmate? This was a matter for the lord of the manor and comes frequently to the fore: and if the case of the poor woman with six children who "lye out of doors" is taken literally, the problem of homeless folk was as acute in those days as in our more civilised days. These instances will show enough how busy a Warden on progress must have been before the appointment of a permanent bursar; but perhaps the greatest contrast between the economy of those days and that of to-day is the importance that is attached to timber.

Of the outside world we hear next to nothing. It is noted that the progress did not go to Kingham in 1663 because the King was at Oxford (or rather 'Oxon as it is called in New College'). Of church divisions we hear something. The rector of Heyford in 1659 was an 'intruder' both in the living and the College, and had bought a copyhold, but by 1663 he had apparently given place to the predecessor who had been ejected in 1656. At Kingham the Warden for some reason makes notes of the manner shown by the incumbent Mr. Jackson in conducting the service on Sundays. It is noted that he does not omit portions of the Prayerbook service, but says the litany, the Commandments, Epistle, Gospel, Nicene Creed and "at the end of his Prayer" (whatever that may mean) he used the Lord's Prayer. As a preacher, Mr. Jackson "preached and prettie well, but as they suppose he borroweth all." Two years later Woodward takes note that Jackson read all the Prayers, viz. the Litany, Commandments, the Epistle and Gospel and the Nicene Creed. At the end of his Prayer (possibly the bidding prayer before the sermon) "in the morneing hee used the Lord's Prayer, but not at the end of his Prayer in the Afternoone," and he says practically the same in 1674. On the hold of the Church on the people, a remark in 1668 throws some light. "Mr. Kenning preached and very well. To sermon people came, but not to prayers. In the afternoone wee had prayers only, but at Mr. Gosletts at the same time there was a Conventicle and many people at it, very few at Church, except our owne Company." That the Warden thought it was part of his duty "to wean them from conventicles" appears from the passage already quoted describing what he did at Tingewick.

Concerning the text itself; Woodward wrote his notes in a very small and crabbed hand, using a great many abbreviations and contractions such as 'ym' for 'them,' 'ye' for 'the,' 'yt' for 'that,' and the conventional contractions for 'per,' 'pre' and 'pro.' All these abbreviations for the sake of easy reproduction have been written out in full in this transcript. There are also a few extracts from old court rolls, and leases, and those which have no bearing on the matter in

hand have been omitted. As for the rest of the text, it has been transcribed faithfully, and such words as 'drawen,' 'blowen,' 'over-flowen,' etc., all appear as in the original. The same also applies to the peculiar habit of the compiler in avoiding the same spelling of a number of more common words if repeated in any sentence. All redundant 'e's have been retained.

It is also interesting to note the different spellings of names of places; besides the usual way of spelling Adderbury, Woodward also uses 'Eabberbury,' 'Eabberby,' and 'Adderburie'; Heyford sometimes as 'Hayford,' 'Heiford' and 'Heiford warren'; Bicester is spelt 'Bister' and 'Bissiter' and Cirencester 'Cicester' and 'Ciciter,' Great Tew appears as 'Great Tue,' Halifax as 'Holyfakes' and Shutford as 'Shetford.'

All Woodward's dates are Old Style dates, i.e. 10 days behind those of the New Style. His Jan. 30. 1659 therefore would be our Feb. 9. 1660.

An obelus (†) after a word indicates that it is spelt as in the text.
R.L.R.

I.
ADDERBURY

Memorandums of all our Courts that have been kept att Eabberbury since Apr. 12. 1659.

SEPT. 8. 1659. At Eabberbury in the Morneing wee went to see the schoole house where 1st wee view'd the Barne there (not long since built by Mr Coles when he was Schoolemaster) it wanteth a new cover, about 4 loades of straw will doe it. As also it wanteth a new paire of Gates within the precincts of the Schoolehouse to carry in wood, corne etc into the said Barne.

2. Wee viewed the House, the Schoole below, Kitchen etc. the Roomes above, lower and upper, which are 6 or 7 in number, and might bee made very good, one of them doth want fflooraing.

Mr Taylor the now Schoolemaster doth desire that his wages may bee paid unto him Quarterly, & not halfe yearely, the better to maintaine his ffamily. But that is to bee consider'd of, by myselfe I thinke, & the Deanes with relation unto the Schoole Statutes. See Mr. Rawlin's¹ his will to this purpose how hee would have it paid. And he saies in his will, Twentie Nobles at the Annunciation & Twentie Nobles at Michalmas (see his will to that purpose) post med.

Item Mr Taylor the Schoolemaster complained that the Parishioners did send unto him to bee taught their A.B.C. Darians, or young Children & desires to know, whether hee may bee forced to teach them. Answer, Mr Rawlins in his will hath left noe order to that purpose, or any other Orders for the Government of that Schoole, Whereuppon Dr. Lake² when hee was Warden, with the consent of the Deanes did make certaine Orders for them (They are yet to bee seen among my Papers of Eabberbury Schoole under Dr. Lakes owne hand) Among others this is one. Considering, saies hee, the fashion of other ffree Schooles wee are resolved that hee ment that his Schoole should bee a Grammer Schoole. And therefore wee will saies Hee, That the Schoolemaster bee not urg'd to teach any knowledge below the Accidens & Grammer, how much above that hee shall ascend wee leave it to bee determined, as the Capacities of the Schollers shall give occasion.

Not withstanding, wee permit Hee saies, That if the Parishioners will satisfie the Schoolemaster for his further paines in teaching their

¹Christopher Rawlins B.D. Fellow of New College, Vicar of Adderbury 1554-1589. By his will dated August 17th 1589 he devised all his lands in Lincolnshire to certain feoffees in trust, charging them, that with the revenues they should build a Free School at Adderbury, and after the school was built to make over in fee simple all the lands to the Warden and Fellows of New College, conditionally that they should pay to the schoolmaster 20 marks yearly, and from time to time repair the school-house.

²Arthur Lake D.D. Fellow of New College 1587-1613, Warden 1613-17, Bishop of Bath and Wells 1616-1626.

Children to read English, write, & cast accounts, or provide at their owne charge an Usher under the Schoolemaster to doe the same, it shall bee lawfull for the Schoolemaster either himselfe to doe it, or take an Usher to him. These Orders are written in Bishopp Lake's owne hand & subscribed. Arthur Lake.

The Schoolemaster of Adderbury must not enjoy the Schoole with any other Cure, the words of Mr, Rawlins will are these, Mr Warden & the Deanes for the time being shall appoint a sufficient Schoolemaster etc. Provided that neither the Vicar, nor Curate of the said Parish (Adderbury) nor any other Vicar or Curate having Cure shall at any time bee admitted to bee Schoolemaster, for that one cannot supplie two Offices.

In the Afternoone the same day at Adderbury wee went to the Parsonage house which is very large containeing much building, but very ill disposed of & impossible to bee made Convenient & handsome without pulling downe. Part of the olde House is covered with Lead to the value they say of £40. But that, if the Company please, may bee allowed unto Mr. Cobb¹ towards the Charge of his Building. If hee build a new House, it will cost him, hee beleiveth about a hundred pounds more. The Roomes above staires are but 6 in all, Three at one end of the House & Three at the other, very meane all of them. There are also 4 Barnes, two of which Mr. Cobb would willingly pull downe, for the other two, hee saies, will abundantly hold all the corne of the Parsonage,—Enquire how many Bay there are in them & compare them with the Barnes & Bays of Steeplemorton Parsonage.

The Tenants of our Court there were very clamorous & unruly, Complaineing of us as Oppressors & as dealing uncivilly with them. There were two at the Court that brought two small estates in 2 Acres of arable land, each of them one Acre. An Acre in that place is valued at 6s 8d the Acre or thereabouts, yet because they were poor men wee tooke but 5s of each of them, lesse than one yeares value & yet for all that called Oppressours (But let other men judge) 5s. I say with the Herriots & all, which were ffines exceeding low, & yet for all that clamour'd against.

They also layd claime unto certaine Customes, viz. that at our Courts the Colledge as Lords should find them a dinner, and that at the Parsonage House. But haveing enquired thereinto by William finch & an old man of Adderburie, whom they brought themselves, wee found that the Jury indeed, the chiefe of them had often sate downe with the Warden's Servants & that the rest had also been provided for with some kind of ffood, yet not by any Custome, but uppon Courtesy only. And soe Mr Cobb would provide for them still, but not otherwise, not as a Custome by any meanes.

¹Thomas Cobb of Adderbury, created a Baronet by Charles II in 1662.

2ly They required of the Lord of the Manor another olde Custome viz. the killing (att Christmasse or about St. Thomas day) the killing I say of a Bull & the gift of it unto the Poore, with the Dole of 3d. unto each poore man in mony, with Bread, Beare etc.

Unto this Mr Cobb answered, that his ffather & mother then indeed keeping open House att Christmasse & unwilling to have them at home with him, & to give unto the Poore any meale of meat there, did rather thinke it convenient to send unto the Poore a peece of meat unto their houses for them & their ffamilies, rather than to Entertaine them in his house. But this was not of right but Courtesy. Had it been a Custome & due as a right from the Lord & yearly payable by the Tenant, it would have been putt in his Lease as other payments viz. that of 26s 8d yearly distributed among the poore by way of Benevolence, that in the Lease hee saies is mentioned but of the killing of a Bull, or other Entertainment, not one word. That was never due nor ever paid by the Lord himselfe, only practised sometimes by those his Tenants as being rich men, & of great meanes in the place besides. And that given, either out of Charity, or some Custome due from other Lands, Not those of the Colledge.

But if soe, why should the Custome due from other Lands by joynt Possession bee cast upon the Lands of the Colledge. Our Leases mention noe matter, yet they say, that this Bull was killed & distributed in manner aforesaid before Sir Will. Cobb's time viz. by Shakerly Mervin & the Lord Say & Seale. Wee have desired Mr Cobb to aske my Lord Say about it, whether the killing of a Bull etc bee a Custome incumbent upon Adderbury Rectorie or not.

Mr. Cobb at this time gives them more viz. 2s by the weeke delivered in Bread every Sabboth which amounteth unto £5 8s per ann, & yet they are not content. But take his Attestation & that under a publique Notaries hand or the hand of one of the Masters of the Chancerie, that hee payeth not this 2s by the weeke as a Customary burthen incumbent upon the Rectorie, but meerly out of Courtesy, & or† Charity, & that not in relation unto the Rectory or Parsonage belonging unto the Colledge, but for other meanes that the said Mr Cobb possesseth in the said Parish of Adderbury.

The Parishioners of Adderbury had timber given them by Mr Warden of New Colledge heretofore for the mending of the fframe of the Bells & the like. But there in the Church it lyes unto this day, & some would have drawen the said Timber into Mr. Lister's gate. That soe in a short time it might bee conveyed away & lost.

Mr. Cobb desired the forbearance of keeping a Court at Adderbury about Aug 23. 1659. His ffather being lately dead the goods of the House disposed of to make Portions, & thereby unfurnished. On that condition that I would forbear hee promised to send unto the Coll. a fatt Buck.

If I would have a Court there I was desired to give notice thereof unto one John Smith in the Church Yard at Adderbury.

SEPT. 8. 1659. A Court was then kept at Adderbury. The Timber heretofore allowed doth as yet continue in the Church. If not used there, lett it bee bestowed some other way.

SEPT. 18. 1660. Tuesday to Adderbury there Wednesday & Breakfast Thursday.

26s 8d¹ paid heretofore to Th. Danvers : but now unto whom ?

Aske for the Acquittance for the yearly payment thereof & who hath the Acquittance ? Hee saies that hee brings it unto the Colledge. But I find noe such matter.

Aske whether it bee paid for anything due unto the Crowne ? or unto some other Lord ?

The Schoole.

Mr, Taylor the Schoolemaster at Adderbury pretendeth unto the Common for an House, as belonging unto the said Schoole ; Aske the Homage about it whether any or noe ? They answered. That the Schoolemaster or Schoole had noe Common.

Gett a Survey & measure of the Schoole & Schoolehouse, & Land belonging thereunto.

There is nothing but a Schoole, a Schoolehouse & about 6 or 7 Roomes above staires. ut supra. A Barne also built by one Mr. Coles, a Little Court before the doore etc. It is a parcell of Land allowed by the Inhabitants out of their Common to build a Schoole uppon it, as is intimated by Mr. Rawlins his will, who founded & built the said Schoole.

The Rectorie or Parsonage.

Rem. to enquire of Mr. Cobb whether hee hath asked my Lord Say concerning the Custome of killing a Bull at Christmasse for the Poore.

Answer. Hee killed none ffor that was only practised for some time by Sir William Cobb.

2.ly Aske of him whether hee hath detained his 2s Dole uppon each Sabbath to breake the Custome, or to shoue it to bee noe Custome.

Answer (as hee saies) Hee hath detained it, ffor the better security of the Colledge, if the poore of Adderbury should in time to come require of the Lords of the Rectorie there the killing of a Bull etc. It would be convenient to gett my Lords Say's Testimony or Affidavit before one of the Masters of the Chancerie, in perpetuam rei memoriam.

1st. That (as a Custome) hee never kept for the Rectorie of Adderbury a Bull or Boare for the use of the Inhabitants.

¹In 1597 Queen Elizabeth granted to Henry Stringer a lease for 21 years of the Tithes of Bodicote which belonged to the late Abbey of Eynsham at a rent of £1. 6s. 8d. in 1609 they were purchased by New College.

2ly. That (as of Custome for the said Rectorie) hee never kill'd for the said Inhabitants a Bull at Christmas.

Desire of Mr. Cobb a perfect Terrar in Parchment of all the Glebe, Tithes, Customes etc belonging to the Rectorie of Adderbury. This I desired of him.

Tell him of the Clause to bee inserted in his following Lease, That his Rent is duely to bee paid, whether demanded or noe.—I told him of it.

What Acquittances soever hee receives for the payment of any Annuity, Quit Rent etc. out of the Rectorie, desire that they may be delivered in to the Colledge.

SEPT. 11. 1662. Thursday to Adderbury, thence on ffriday.

On ffriday morneing wee kept a Court at the Parsonage, Noe businesse there save only some few surrenders. Being Coppieholders of Inheritance, they parcell out their land into Acres & halfe Acres.

The Parsonage House, Mr. Cobb haveing now a Tenant there, is reasonable well in repaire. I was told at Heiford that if in Progresse I would lye at the Parsonage, it would bee suddenly better repaired. Remember therefore the next Progresse, God willing, to tell Mr. Cobb that I will lye noe where else, & that hee provide for us at the Parsonage. ffor now, if it raine, wee are forced to give mony to the Coachman to carry us from one place to another.

Acquaint Mr. Cobb with the aforesaid Resolution. 2ly. Require of him a Terriar of his Glebe, Tithes etc. 3. Enquire what Annuities or Quitrents hee payeth for that Rectory ?

OCT. 6. 1663. On that day towards night wee came to Adderbury. I sent to the Parsonage house to know whether according to my request unto Sir Thomas Cobb our Entertainement were there, but it was not.

On Thursday in the morneing wee sent to the Parsonage to keep Court, but 1st. to the Vicarage, which is reasonable well in repaire, but in time God willing Mr. Bew¹ will make it better. ffrom thence, whilst Mr. Steward gave his Charge wee went to see the Church, which if whited etc. would be very handsome. There lyeth the timber still, that was anciently allowed for a loft to ring in, & a new fframe of their Bells. I told Mr. Bew the Vicar & the Clerks of the Parish, that if the Church wardens would not imploy it according to the intent of the Donor Dr. Pinke² that I would imploy it some other way. In the outside of the Church towards the Rectory there are corners that

¹William Beaw D.D. Fellow of New College, expelled 1648, restored 1660. He was Major of a horse regiment for Charles I, went abroad in 1648 and served with the Swedes in their war against the Poles. Vicar of Adderbury 1661-79. Bishop of Llandaff 1679-1705.

²Robert Pincke D.D., Warden of New College 1617-47. Vice-Chancellor 1634-6 and 1642-3.

are filled with filth etc by the poore people that live in an house belonging to the Coll. It was leased out to the Parishioners at 12d. per ann ; Sir Th. Cobb doth yearly pay it. It was anciently a Coale-house for the poore of the Parish to cast coale in or the like. I required that the said poore should bee removed at lest that their uncleannesse should not bee cast upon the Church, Sir Th. Cobb would have it & pay us our Rent to take downe the House & lay it to his Orchard, if soe, the Church yard would bee the cleaner, I could wish that our Successors would lett it to our Tenant of the Rectory.

Goeing thence unto the Parsonage I view'd the Houses, whereof many are much out of repaire viz. 1. The Barne with a Porch adjoyning to the Gate, the corners of the said Porch are ready to fall, Sir Thom. doth thinke, hee said, to take the said Barne downe & to sett it upp in the lower Gate by the Pigeon house, see whether done ? 2ly. The Pigeon house at the topp is all unthatched, hee promised to mend that. 3ly. In the Dwelling house, Mr. Warden's Chamber is amisse, 1st at the entrance over the doore, it seems to raine in, 2ly. over the window the stones are loose, & 3ly. a great cracke in the wall, hee promised to have them mended, but hee is very backward in it.

Thence from the Parsonage wee came to Sir. Th. Cobb's house, & goeing to Dinner somewhat late, wee had not done untill almost night, & soe I forbade any Supper, though some, as I understood in the next morneing they had, ffrom thence wee rode to Hayford.

In the evidences of Adderbury, there is noe mention, for ought I find of any mannor. But only this *Dominica Ecclesia de Adderbury*, and among other Appurtenances thereof, one of them is fishing, ffor in the Bishopp of Rochester (the Popes delegate) his assignment or setting forth forth a fitt & competent Portion of Tythes etc for the Vicar & allowing unto him such & such Tythes, Glebe Lands etc. Hee excepteth in this manner, *Exceptis decimis quibuscumque tam maioribus quam minoribus in et de Rectoria, terris, pratis, pasturis, et Piscariis Dominicis Dictae Ecclesiae de Adderbury*. (The Vicar must have noe Tythes of the Rector's ffish-pooles, or ffishing places, such therefore hee had) *Evidentiarum libr, 2. pag. 220. post. med. Allocatum est etiam eidem vicario messuagium quoddam in villa de Adderbury cum tota Crofta, et prato eidem messuagio adjacentibus cum pertinentiis quae Willelmus Gyffard quondam Episcopus Wintoniensis Magistro Galfrido quondam vicario Ecclesie predictae de Adderbury dedit, et concessit et per Chartam suam imperpetuum confirmavit. Reddendo inde annuatim Episcopo Wintoniensi qui pro tempore fuerit, sex solidos, sicut in dicta Carta plenius continetur.*

See the Allowances made unto the Vicar of Adderbury, togeather with the Duties, payments & burthens incumbent uppon the said Vicar. 1st. by the Assignation & appointment Thom. Epi. Roffensis

Papae Delegati. Evidentiari. libr. 2^o pag. 220. ante med, etc. per multa.

2^{do} per Indenturam inter Custodem et Scholares Collegii Beate Marie etc ex una parte et Magistrum Simonem Brampton¹ Vicarium de Adderbury ex altera Oct. 20. 1397. In this Indenture there are expressly sett downe, his dutyes, & severall Burthens. Evidentiari Collegii Libro 2^o pag. 222. ad med etc. per multa.

APR. 5. 1666. On that day in the Afternoone my selfe, Mr. Outrider (Dr. Deane²) Mr. Steward etc. did ride from Hayford & Mr. Grents³ house there unto Adderbury about 8 a clocke at night. On the morrow being Sunday Mr. Bew preached in the morneing & Catechized in the afternoone, ffrom Church wee went to the Vicar's house & tarried untill about nine of the clocke, & soe returned unto Sir Thomas Cobbs.

On Munday morneing Dan. Symonds came to mee from Radcliffe unto whom I deliv'r'd my notes concerneing the sale of Trees etc in Akeley & Tingeswicke Coppices. Then about 11 of the clocke I went to the Rectorie to the Court kept there, where there were some alienations of Estates as in the Court Roles, But the old widdow that kept the Inne in Adderbury, though sett a very reasonable ffine viz. 20 Nobles⁴ for 2 Changes in the Estate & the Herriott (though the house Sir Th. Cobb said was worth about £5 per Ann.) yet shee would not pay the ffine, though soe little.

There was one Tenant also who would have sold some part of her house (the most of the Land was sold before) But that I thought not fitt, as being against the Statute & the making of an In-mate, as also 2ly. for ought I knew in time to come the Justices or Parishioners might force the Coll. to maintaine the Poore which they had soe brought in & encreased. This therefore was deny'd, about 2 of the Clocke the Court was adjourned untill foure, at which time it was also concluded.

Haveing dined at Sir Th. Cobbs, about 5 a clocke wee rode towards Swalcliffe heareing by the way the Bells of Bloxham, very sweet & delightfull bells, I was soe affected therewith that I sent unto the Ringers 12d. & Dr. Deane bestowed upon them 12d. more.

On Munday morneing the Schoolemaster of Adderbury came to mee to my chamber & desired of mee that either hee might bee continued in the Schoole or at the lest, have halfe a yeares warneing to provide for himselfe elsewhere, I told him, that as for his continuing there it could not bee, hee had soe many that opposed it, but as for a

¹Simon Brampton, Chantry Priest of Edward the Black Prince at Canterbury. Vicar of Adderbury 1396-1414.

²Henry Deane D.C.L. Fellow of New College 1654-1668, Chancellor of the Diocese of Wells.

³John Grent M.A. Fellow of New College 1642-1663, Rector of Upper Heyford 1663-68.

⁴1 Noble reckoned to be worth 6s. 8d.

sufficient time to remove I would allow him as much as I could procure, Hee told mee then of some words, spoken by Mr. Blew in the heareing of himselfe & his mother, which did derogate very much from mee, viz. that I was a weake & silly man, I said noe more to him, but doe hope to approve myselfe, in time, noe weake silly man, such slighatings I must endure, & commit the Avengement to Almightye God. Comeing downe into the Hall to goe to the Court at the Parsonage, the Schoole-master told me that hee found Dr. Deane soe incensed against him, that if hee might stay but untill Michalmas, hee would then leave the Schoole, & Sir Th. Cobb promised to speake unto Dr. Deane about it, that soe much time as untill Michalmas might bee allowed unto him, what will bee allowed I know not.

As wee were goeing to take horse, Sir Th. Cobb was very earnest with mee to give unto a Batchelor of Alborne Hall, one Westly I thinke a chaplaines place, I told him that if he could sing an Antheme by himselfe & that soe well, that the Company¹ should desire mee to make him a chaplaine, that then in time I might thinke upon him, & soe wee tooke horse for Swalcliffe.

AUG. 20. 1667. On that day being Tuesday in the Afternoone about 6 of the clocke, my selfe, Mr. Fauchin² Outrider, Mr. Steward etc from Kingham rode to Adderbury, 2 showers by the way & somewhat plashy. On the morrow at the Parsonage house wee kept Court where one poore woman surrender'd into the hands of the Lord 1st. one Acre in one field ffine 10s for Herriott & all. 2ly. one other Acre to a man & his wife, ffine for Herriott & all 13s 4d. 3ly. shee surrender'd one part of her dwelling house, ffine for Herriott & all 15s. the Surrender of this part of the house at 1st. I denyed, as I did the yeare before because it occasion'd In-mates against the Law, & possibly other Parishioners might exclaime against the Coll. for it, But the Homage came to mee into the Parlour & desired the ffavour of mee, that I would admitt of the Surrender. 1st. because hee was an honest laborious man (a weaver) who had lived in the Towne a long time, and if In-macy³ could not bee suffer'd, they should bee forced to build a new house for him upon the wast, 2ly. because that the widdow when shee dyed, haveing two daughters, & this weaver haveing marryed one, might devide her house betweene the said two daughters by will whether wee would or noe, 3ly. such Surrenders of part of some houses have been frequent in the same Parish in the Bishopp's holding. These & the like reasons were also alleaged by Mr. Steward, & at last with much adoe assented unto, but I will'd the Homage to signifie unto their neighbours how unwilling I was to grant the said Surrender.

¹Company, i.e. the College, often called the Society.

²Edmund Fauchin M.A. Fellow of New College 1661-1667.

³A more usual form is 'Inmatecy.' (See O.E.D., s.v. Inmate).

And Mr. Steward told them as from mee, that for time to come they should take noe such surrenders of part houses, which they promised not to take.

Afterwards the Constable desiring to bee discharged, it was agreed that the present Constable should continue untill our next Court, God willing, & then that the Constableness should goe by Houses, & that widdowes, if they could not officiate by themselves, should hire the performance of it in other men.

Memor. To aske Sir Th. Cobb for the Acquittances of £1 6s 8d. paid unto Mr. Danvers for a parcell of Tythes in Bodicot in Adderbury, noe Acquittance given in since 1662.

Of the ffarme of £12 per ann in Bodicote neither Dr. Bew nor Mr. Jervise did know anything, only that there was a place in Bodicote called the ffarme. I desired Mr. Jervise to enquire about the said ffarme. 1st. whose it was? 2ly. of whom hee held it? 3ly. whether hee paid not some Rent unto the Parishioners of Adderbury for it? ffor there was ancyently some chauntry Land, that belonged unto the Church, & when a Schotchman would have gott it of King James, a Lawyer, one Mr. Gardner, procured it for the poore of the Parish of Adderbury. Q. whether this ffarme in Bodicote bee not part of it?

Itm. as I was goinge to take horse, I tooke Mr. Steward & Mr. Jervace aside, & told them of the wardshipp that belonged unto the Colledge, as an Appurtenance to the manour of Heyford from the minor of Sir. John Seyton¹ in Berford Olaf² but where, this to bee required, it must be sought I thinke in the Roles.

Hee promised to procure for mee & bring in unto mee & Rent-role of Adderbury, & a Terrar also at the next Audit.

SEPT. 28. 1668. On that day being Munday about two of the clocke, myselfe, Mr. Steward, Mr. Archbolt, Mr. Ball, & our servants rode towards Adderbury, when they sett us in the way beyond Chipping Norton they returned. Dr. Oldys,³ Out-rider, went before to see his Mother, but at night came unto us after 6 of the clocke, as also after him, there came unto us from Oxon Mr. Rowlandson⁴ & Mr. Standley⁵.

On the morrow, being Michalmas Day, about 10 a clocke at the Parsonage house wee kept our Court, noe Businesse there, only a complaint by some Tenants that Sir. Th. Cobb according to Custome, as they sayd, did not keep a Bull & a Boare, Sir Thomas replyed, that there was noe Custome for it, his ffather indeed Sir Will. Cobb,

¹Sir John Seymour.

²Barford Olaf, situated between Barford St. Michael and Barford St John.

³William Oldys D.C.L. Fellow of New College 1655-1671.

⁴Richard Rowlandson M.A. Fellow of New College 1643-1648, 1660-1676, Rector of Wootton, Oxon. 1675-1691.

⁵Probably Roger Stanley D.C.L. Fellow of New College 1667-1678.

when for 4yard land hee kept a Bull, & had had severall kine, for that time might keep a Bull, as many other in the Parish doe, but, as keeping noe kine, hee denyed to keep one. This was claimed as a Custome. Ano. 1659. ut supra, but then denyed by Sir Thomas & the Lord Say alleaged for a witnesse viz. that noe Bull or Boare was kept by the Parson for the use of the Parish nor a Bull killed for them at Christmas. ut supra. ffor if such a Custome for all the Parish why should not the Rector keep a Bull at Bodicote, as well as at Adderbury? 2ly. the Rector hath neither Tithe Calves, nor Tithe Piggs, but the Vicar. 3ly. why doe not the Tenants of the Bishoppes Court present it as a Custome there as well as our Tenants on our Court? But surely there is noe such Custome. 2ly. [4ly] I enquired about a Rent-rolle & Terrar which hath been often promised unto mee but not deliver'd in, It was promised againe now at this Court against the Audit. 3ly [5ly] The £12. per Ann, ancylently due from a ffarme in Bodicote & lett of old unto one Wagett was in King James his time procured for the Poore of Aderburie by one Gardner & now valued at £18. per Annum as Sir Th. Cobb told mee. 4ly. [6ly] I demanded of Sir Th. Cobb the Acquittances for 26s 8d paid unto Mr. Danvers for a parcell of Tythes in Bodicote, Hee promised that I should have them. 5ly. [7ly], the Rectors Glebe in old time was 104 Acres of Arable, & reckon'd by Sir Th. Cobb in all men's hands very neere as much. 6ly. [8ly] The Bridges to bee mended by the Coll: of old were Whitesbrigg and Grysebrigg, but now only one bridge as Sir. Thomas saith, & but halfe of that also, viz. that neere the Parsonage house where the man was lately Drowned,¹ 7ly. [9ly] Sir Thomas Cobb did heretofore give in Bread unto the Poore 2s weekly, I desired that it might not bee laid as a burthen uppon the Rectory, but uppon his owne meanes in Adderbury, or otherwise for a time intermitted (ut supra) here uppon, for a yeare or two hee paid it not (ut supra) but since, hee saith that hee doth pay it, but of his owne bountie, not for the Colledge, or Rectorie.

Wee went to dinner about 2 of the clocke, divers strangers there, as Mr. Barber & his wife, Mr. Chamberlaine, Mr. Wickham, Mr. Oldys & another Gentleman who sate above Mr. Steward, the provision was very great, a chine of beefe & a venison Pastie with other answerable dishes, & at last a dish of ffruit, Peaches, Grapes, Plumbes, Walnutts etc. that almost bent the dish. About eight, wee had a supper, though few could eat any thing.

On the morrow being Wednesday, all the morneing it rained, & all the afternoone also, soe that, haveing expected untill about 4 of the clocke & it raineing still, Sir Th. Cobb would 1st. have engaged mee

¹The Man was drowned August 1666. See Appendix, for Sir Thomas Cobb's letters and Michael Woodward's comments on the deodand.

to tarry all night, when that was not obtained hee caused his Coach & 6 Horses to bee made ready for mee, in which my Selfe & Mr. Steward rode to Hayford. Our Portmantles etc wee sent the next way†. Our servants were very wett, the wind in their faces, Mr. Merry, Mr. Grent & Mr. Ballow mett our said servants almost at Adderbury & were very wett also.

About 6 of the clocke the coach came to Hayford, I gave the Coachmand & Postillion 5s. they dranke, & soe returned to Adderbury, I hope safely, Mr. Outrider tarried all night at Adderbury with Mr. Rowlandson & Mr. Standley.

APR. 3. 1673. On that day after dinner Mr. Steward & Mr. Outrider Pelham¹ came to mee in my Hall before they went to Eabberby to keep Court there as was desired by divers of the Tenants, whereof some were dead, & others were to change their Lives. I could not goe my Selfe, there being neither at the Colledge Rectorie nor at Sir Th. Cobbs any place to lye in, Sir Thomas hath pulled downe part of his house, & not rebuilt it as yet. I spake to Mr. Steward to advise with Mr. Pelham & Sir Th. Cobb about ye ffelons Goods viz. an Horse left in our manor, if the Lord Say, who challenged the said ffelons Goods was at Broughton Mr. Steward & Mr. Out-rider would waite upon him, but hee was at London, the Horse hath more than eaten out his head, However, though the Lord Say should challenge the Horse, yet Mr. Steward did resolve that the Homage should present it as belonging unto the Colledge.

¹Nathaniel Pelham M.A. Fellow of New College 1661-1686.

II. HEYFORD

Memorandums of all the Courts that have been kept att Heyford since Apr. 12. 1659.

APR. 15. 1659. Land in this Mannor is Rented at £6 the yard Land or at £6 13s. 4d. at the highest.

How many yard Land or other Quantitie of Land that every Coppieholder enjoyeth is mentioned generally in his Coppie.

The Coppie-holders here are Coppie-holders of [blank in text] Widdowes Estates allowed there by the Custome of the mannor.

There was given unto us at that time a Letter from the Protector Rich. Crumwell concerning one Smith who claimed the Coppiehold of Mr. Crofts, But after some time, before the said Letter could bee answer'd the Protector was deposed.

Trees granted at this Court viz.

2 Trees for Gates & a Cart granted unto James ffletcher.—Apr 15 1659.
1 Tree unto Mr. Crofts for his Barne.

SEPT. 10. 1659. In the Court at that time, one James ffletcher was complained of for not paying of a rate made by the Parish for laying of a Trough neere the mill.

(Obiter) Mr. Merry the ffarmer for Quietness sake contributed thereunto & gave 10s. Lett it bee acknowledged at the next Court that it was of free will & not of debt, lest they force our ffarmer to contribute thereunto as a Custome.

There is also another thing wherein our ffarmer is wronged & whereof hee said that hee would complaine the next Court, Enquire then of it.

3ly. There was a poore man much complained of for stealing of ffurzes, Bushes etc in the night or early in the morneing, Seldome comeing to Church on the Sabboth Daies, stealing of Corne out of mens Barnes (James ffletcher¹ by name) who tracked the dropping of Corne unto this poore mans house, Hee stole about two strikes etc. I warned him of these things requiring of him that I might heare noe more of them.

4ly. There were divers of the Coppie-holders that desired Trees from off their Coppieholds to mend their houses, & allowed.

1. To Will Gough 2 Trees one of them halfe dead the Timber thereof to bee kept for repaires.

2ly. Unto John Rogers— 1 Tree for the Repaire of a ffloore over his Kitchen. This I left to bee assigned by Mr. Merry our ffarmer.

3ly. Unto Robert Tanner one Ashe for plough timber assigned at the lower end of his Close.

¹James Howe was the offender, and James Fletcher the complainant.

4ly. To Thom. Laurence one Tree (of three standing together) for the repaire of his Cow-house or an old house.

5ly James ffletcher also desired a Tree of free gift, as haveing lost £800 by the Cavalliers, But haveing some trees allotted unto him every Court since 1650 & it noe way appeareing where they were employed, as namely, one was given for the making of Gates, but none made therefore at present I gave him none. Mr. Merry was allowed by the Company May 17. 1659. 40 feet of Timber for the Cieling of his kitchen. See whether employed according to the Companies desires.

JAN. 30. 1659. Mr. Cocke¹ the Intruding Minister there, who had bought a Coppiehold in that place of such a one & could not tarry for his mony untill the usuall times of Progresse desired the keeping of a Court there within the month of January, the better to estate himselfe & wife in the said Coppiehold.

That favour of keepinge a Court beforehand I granted unto him, as also unto Mr. Merry, that this Court should excuse him in the Spring Progresse, the Court to bee kept on Tuesday & soe returne.

JAN. 31. 1659. In the morneing I went with Mr. Merry to see what our Tenants (who had Timber allowed them) had done with the said Timber.

Rogers, Tanner & Laurence had not as yett cutt downe their Trees, nor planted any, I called them unto mee, & required them to doe it, before Mr. Merry.

2. Will Gough had cutt downe his Tree but planted none, neither had thatched or mended his Barne, Hee promised before Mr. Merry to doe it out of hand.

3ly. ffrom Gough's I went to one Hores at the upper end of the Parish, who desired a dead ashe for plough timber, the Tree was prettie bigg of a large size & therefore to serve him in that kind a long time.

I spake to Mr. Merry of bringing in a Terrar of his Land etc. which hee promised to doe.

Itm. I told him of the Clause to bee added in all our Leases viz. That Rent to bee paid at such, or such times, whether demanded or noe.

In the afternoone the same day Jan, 31 1659. came into the Court George Raves, Castle Brandwin & Th. Castle & surrender'd into the hands of the Lord, one messuage, one close & 3 yard Land & in their stead there were admitted John Cocke, Jane Cocke, & John Dod in trust, the ffine at first was £15, the Herriott 40s. the Licence 10s. but

¹John Cocke B.A. Emmanuel College, Cambridge, Incorporated 1649, M.A.1650 elected Fellow of New College by the Parliamentary visitors 1652, Rector of Upper Heyford, 1656-60?

abated to Mr. Cocke, as haveing been of New Coll. (though an Intruder) unto £10 viz. £8 the ffine, 3os the Heriott & 1os the Licence.

Severall Mottos in the Windowes of the Parsonage house at Heyford viz. in the windowes of the Parlour there. —“ Thomas Mylling¹ utriusque Juris Batchelarius Rector Ecclesiae de Heyford Waryn.

Non erit in domo tua modius maior et modius minor (Deut XXV. 14.)

Petra molae dens est, vas est dilectio bina

Granum Lex vetus est, et Lex hodierna ffarina,

Grana molenda erit Moyses Legem tribuendo,

Paulus Grana terit vim Legis discutiendo.”

“ Cras modus similae (vel similaginis) statere erit, et duo modii hordii statere uno. (2. Reg. 7. 1.)

At our next Court, God willing Enquire of our farmer what Portion of Tithes hee enjoyeth as held of the Colledge, if hee hath none why doth the Coll. pay unto his Majestie (now to Colonell Martyn) 8s per Annum for a portion of Tithes when hee enjoyeth none ? Why is not this payment rather lay'd uppon the Parson ? Except some part of his ffarme is Tithe ffree, Aske that. Mr. Merries Acquittances (hee paid it to Colonell Martyn) will attest as much.

SEPT. 20. Thursday to Heyford to dinner & breakfast ffriday.

The Timber viz. 40 feet allowed to Mr. Merry May 17. 1659 I found to bee well disposed of viz. the kitchen cieled etc,

How the Timber allowed (ut supra) unto Coppie-holders was disposed of I could not see, the weather was soe wett.

I told Mr. Merry of the Clause in his Lease of bringing in a Terrar upon every Renewall, Hee promised at this also, that hee would make one for us.

OCT. 1. 1661. Tuesday to Heyford, there all Wednesday.

Q. whether Will Gough hath imployed his two Trees in making Gates, Thresholds etc & planted others for them, hath hee also Thatched his Barne ? I found that hee had not. But the Homage had Presented him for it & his Barne to bee Thatched & other works done by a sett time.

Q. 2ly. Hath John Rogers with his Tree lofted his Kitchen & planted others ? Hee hath promised to doe it, the Boards are ready under his Hovell.

Q. 3. Hath Robert Tanner, who had an Ashe granted for plough-timber planted others for it ? yes, others are sett for it.

4ly. Hath Th. Laurence with his Tree repaired his Cow-house & sett others ? yes, Hee hath repaired his Cow-house, But the Tree was hollow & therefore hee desires another for it.

¹Thomas Mylling, LL.B. Chaplain to the Chancellor of Oxford, Archbishop Warham 1513. Rector of Upper Heyford 1508-35.

5ly. Hath James fletcher with his two Trees mended Carts, Gates & Houses etc and sett some others for them ? Answer, I saw a paire of Gates there ready made, but hee hath not sett them upp, as wanting a paire of Posts. Hee begged also a Tree for a Plumpe but the old being yet good & yeelding water well, I allowed him none.

6ly. Hath Mr. Crofts, with the Tree granted unto him, mended his Barne, & planted others ? yes.

7ly. Hath Goodman Hore, for the Plough boote granted unto him, planted others ? yes.

John Howse a poore man, Sept 10. 1659. was complained of for stealing ffurzes, bushes, Corne out of men's Barnes etc, is the man Reformed ? they answered noe. A night walker still, & the worse, they say for his wife.

Mr. Merry hath promised againe to bring in a Terrar of his ffarme at our Lady Day. Q. not done as yet.

The Colledge payeth yearly unto the King 8s per Ann for a Portion of Tithes in Heyford, doth he take any Tithe of others ? or abate unto Mr. Parson any of his owne Tithe ? Hee hath noe Tithes of others, neither abateth hee any to the Parson.

Mr. Merry saies, that towards the discharge of a Quit-rent unto the King, hee conditions by his Lease to pay unto the Bursars, 10s yearly.

Doth one Smith, who brought us the Protectors letter make any further challenge concerning Mr. Crofts his Coppie-hold ? Answer, They heard nothing of him then, nor Sept. 13. 1662.

John ffox a Lease-holder had 3 Trees heretofore for the repaire of his Barne that was runde an end, used, I saw, & all well done.

Trees allowed—

1. To Mr. Merry one Tree, for 2 first peeces in his malt house. Hee desires a small Oake from Tyngeswyke to make some Lathes. Hee cutt downe 3 Trees to mend his house & it is mended, two without Leave.

2. To Peter Coles 2 Butts in Oxemeade in his hedge there to make Boards to loft a roome or two. They proved naught or worth nothing. Itm. one small Ashe for plough-boote etc and another (if it will bee fitt) to build his Cow-house. This was built by him.

3. To John ffox one Tree, to recompence some other Timber of his owne used about house for Gates & Pales.

4. To Widdow Haine to build her house, from out of John ffox a Leaseholders Land, by his consent as being his mother in law, soe many Trees as the Carpenter shall thinke will serve at the next Auditt. But I heard nothing of him.

Q. Whether Trees in his Lease bee not excepted & if soe, they wholly belong unto the Colledge, & when Coppie-holders imbezill their owne Trees why should the Coll. allow them.

5. To Widdow Meacocke one Tree to mend the couples in her kill-house.

6. To John Rogers one dead Ashe, for Broad boardes, if not to burne.

The Inhabitants of Heyford doe rate Mr. Merry exceeding high for his ffarme, & Mr. Parson for his Parsonage, Mr. Parson was anciently rated but as for 8 yard Land for his Parsonage, but now they Rate him as 13 yard Land. 2ly. Mr. Merry hath in Arable only 10 yard Land & they rate him as haveing 26 yard Land, I asked him whether hee had not some pasture or Enclosure besides the Arable, hee told mee that hee had as much againe as any man in the Parish have for 10 yard Land, which is the reason or ground of rating him soe high as for 26 yard Land, but hee replies, that there is a defalcation of the benefit of his Enclosure in this regards, because that in the Spring from the time that there is any grasse soe farr as to Lammas Day, Aug 1st. hee may keep his horse in the Common field (uppon his owne ground) but afterward, throughout the yeare, hee putts his horse in his owne severall grounds, & hath noe benefitt, though uppon his owne Land in the Common ffields, And soe his Enclosures are of lesse benefitt unto him, than otherwise they would bee, & if soe, not to bee valued at soe high a Rate, Advise of an equall estimate.

FEBR. 1ST. 1661. On that day Goodman ffletcher of Heiford dined with mee & told mee that one Gough a ffree-holder of Heyford (that hath his part of the ffurze common joyning to the common of the said Goodman ffletcher) did cutt off from the Land or Common of the said Goodman ffletcher about 2 Loades of ffurzes & other wood, claimeing the Ground where they grew to bee his & not the Colledges, though since hee doth acknowledge that it is the ground of Goodman ffletcher & belonging to the Colledge. 1st. Q. of the Homage & ffreeholders whetcher Goodman ffletcher's or noe & 2ly. if soe, require that Goodman ffletcher have satisfaction for his ffurzes etc above mentioned.

Hee complained also that some had moved the ancyent meere stones & sett new, the old Boundarys hee would willingly yeeld unto.

At the same time Hee begged of mee a Tree for his plumpe, which hee spake to mee of the last yeare, but as yet denied, untill I see it truly wanting.

SEPT. 12. 1662. ffriday to Heiford & Saturday to Oxon.

John Howes is a night walker & a thiefe still, the worse they say for his wife, they know not what to doe with him. Let Mr. Hungerford¹ the Parson deny him the Communion, except hee bee reformed and amend his Life, that may make him repent.

¹John Hungerford B.D. Fellow of New College, 1619-1645, Rector of Upper Heyford 1645, deprived of the Living by the Parliamentary Visitors, 1646, restored 1660/1.

As for one Smith who layed claime to Mr. Croft's his Coppie-hold, as yet they heare nothing.

Goodman ffletcher, who complained of one Gough a ffree-holder for cutting any of his ffurzes, was found to challenge more than his due, & soe there was noe wronge done to him. vid supra.

They desired to have a warrant from Mr. Steward to view the meeres & Bounds between man & man. Aske that.

Concerning the Parishioners over-rating Mr. Merry & Mr. Hungerford, Mr. Merry told mee that hee had complained thereof unto the Justices, who told him that it was their owne Case, & that, themselves could have noe remedie against their neighbours neither could Mr. Merry expect any from his.

Mr. Merry hath not yet brought in a Terrar of his Land in Parchment, Hee told mee, that the bounds & men that possessed the Land about him, were the same with the former Terrar, However I required another Terrar though it were the same, the difference of yeares would the more confirme it.

The Colledge doth pay unto the King yearely 8s for a portion of Tithes in Kingham¹ & Mr. Merry conditions in his Lease to pay the Colledge 10s for it.

Trees allowed at this Court—

1. To Th. Laurence for Plow-Timber 1 Ashe out of his orchard.
- 2, To Will Heynes for the same, 1 Ashe out of his orchard.
3. To Will Gough for making plow-racks, one Ashe out of his close.
4. To James ffletcher for his plumbe, 1 Tree.
5. To Widdow Meacocke for plow-timber, one Tree.
6. To John Hore for plow-timber, one Tree.

James ffletcher was complained of for sawing downe some Trees of his almost in the middle & when hee was told of it hee said that hee Lopp'd them only. The Tree that was sawed in that manner & complained of in Court, was allowed by my selfe, & Mr. Outrider Price unto the Parishioners to helpe to build them a shopp for a Smith to have a forge therein etc & to come unto them 3 daies in the week to mend their iron-geer, show their Horses & the like, for want of such a shopp they are forced to ride sometimes 4, 6 or 8 miles, They entreated the ffavour to sett up the said Shopp uppon the Lords wast. which uppon condition that they made not a Cottage of it, I granted. They answered, that that would bee a prejudice unto themselves.

James ffletcher also complained of for that haveing a Cow that was sicke, and dyed of the horse disease, when hee had tooke off the skinne, hee cast it into the Spring-head, the water whereof doth rune into his neighbours gates, particularly through Mr. Merry's yard, thereby to have murrend all their cattell, yea, a neighbour seeing it, complained

¹This is a mistake, it should be Heyford.

unto him of it, yet hee lett it lye. A malicious act in him, & shoves that hee is not indeed what hee would seem to bee.

OCT. 29. 1662. In the Audit Mr. Merry with Goodman Hore, a Tall man, & another Tenant came to mee & complained 1st. That Mr Merry had a Bullock & 3 other Heyfers that since the Court dyed of the murreyn & hee feares fletcher's poysoning of the water but hee cannot positively averre that. Hee is complained of for it to the Quarter Sessions, & the next sitting to answer for it, 2ly. They complained that fletcher should threaten that if any man should come uppon his Ground to cutt downe or fetch away the Tree that was given to the Parishioners to helpe to build a shopp (ut supra) Hee would sue them for it, & thereof, they came to mee to desire the Coll. assistance. I answered that the Coll would bee at noe charge about it, but if our Countenancing of the businesse (soe farre as to acknowledge the Grant of the Tree & the Lawfullness of the Grant) would doe them any good, that Courtesie wee should bee ready to doe for them. 3ly. They complained, fletcher haveing had a Tree formerly to fence out a footway for the Parishioners to goe through his orchard, had not done it to this day, & kept a mastie dogg, soe curst, that none but men durst goe that way. They desired that at the next Court, God willing, this way might bee required of him, Hee hath been cast at the Sessions, but that will not doe. They desire only a stile at each end or side of his ground, but hee will not allow that.

The tall man that came to mee, affirmed that fletcher had 6 or 7 Trees blowen downe in his close, & wonder'd, that I granted him another for a Plumpe; but I knew not of it, neither did the said man at that time acquaint mee with it. Hee told mee moreover, that many Trees & Loads of Timber given him from off that coppie-hold had been carryed to Banbury, to build his Coppie-hold there, & they know the men that carryed them, Enquire of that, & if True, take the forfeiture of his coppie-hold for it.

Itm. hee told mee, that the order of the Court for the rectifying of the meeres stones, hee would not obey, but 1st. hee answered that if Mr. Merry would goe, then hee would goe with them, & when Mr. Merry was goeing, then hee refused, His son, they say at the very instant of removeing the Land marks ere hee came from off the place, did rune madd, & in every spring continues soe to this day.

MAY THE 4TH. 1663. I then in Tyngewyke woods assigned to Mr. John Hungerford Rector of Heyford, for the finishing of the repaires at his Parsonage viz. for Barne doores etc 3 Trees with Lopp and Topp, the barke reserved, Itm. 2 Trees to the Parishioners of Heyford to mend their bridge over Charwell. 2 Trees to pay for 5s or 10s. lest the Coll should bee thought necessitated to allow them Timber.

9 Lands or Acres, they say, to bee left by the former Incumbent unto his successor, enquire of that & take the Hands of the Parishioners at the next Court that there is such a instance, This being attested by Mr. Merry, Rogers & others, it was thought sufficient.

OCT. 9. 1663. On that day being ffriday about noon wee came from Adderbury to Heyford, Mr Merry was that day at Bister about the Subsidie mony, on Saturday morneing wee kept the Court.

John Howse & his Wife are as bad night walkers & thieves as ever as to ffurzes, Corne, Hay etc.

The difference between James ffletcher & Gough, the ffreeholders concerneing ffurzes, is not yet determined, One Edw. Rogers a 3d person, as they say, hath the wronge between them, they strive & hee suffers.

The meers of their Lands were sett out by the Homage, but the Offender they say, will not stand unto it.

All the Trees allowed the last yeare, ut supra, are all imployed according to our Grant, except Widd. Meacocks, whose Houses also are out of Repaire viz. Her great gate, the thatch of part of her Barne, & in one side of her house (inward). I told her that if they were not repaired by the next Court, I would take the fforfeiture, She desired some Trees for it, but I allowed none.

James ffletcher's Tree cutt off in the middle was not lately soe cutt, but about 5 or 6 yeares since, & now too late to bee punished, they should have presented it sooner, 2ly Hee answered for the skynne of the murrend beast cast into the spring head, at the last assizes, or sessions, & wee in that parley, have noe more to say to him.

James ffletcher his footway through his Orchard is not yet sett out. Presented againe for it.

With the Tree allowed hee made a Plumpe, dated 1663, & as for 6 or 7 Trees blowen downe, hee said, 1st That such windfalls belonged unto the Tenant, which Mr Steward denyed. The Lord doth take them, & sometimes bestowes them uppon the Bailiffe, But these hee said, were hollow & little worth, & soe with other such frivolous excuses, the Trees are lost, & gone.

His carrying Timber to Bambury was too long since to bee now recalled, & hee to bee punished for them as Mr. Steward said.

Mr. Merry said, that hee had a Terrar already written, & would bring it the next Audit.

SEPT. 20. 1664. Tuesday from Kingham to Heyford, There all Wednesday.

Wednesday Sept. the 21st was St. Mathew's Day & a ffaire at Woodstocke, whither the most of our Tenants went, & by that meanes, as also, because there was little businesse, there was noe Court kept, Only in the morneing I went to see how the houses were in repaire,

of those Tenants who were formerly warned to repaire them, viz. Will. Gough, his house & barnes in the Covering very bad, soe also Widdow Meacocks house & out houses. 3ly Widdow Heynes her Thatching at fault also. 4ly A great cracke in the wall of the house of our Lease-houlder ffox at the gate, 5 The East end of the ffarme house which I required Mr. Merry to lath & plaister to preserve the wood & timber, As also to beware of the end of the house over the parlour within the bedchamber is sanck outward about 2 inches. The 3 first were warned of it & told, that if the houses by the next Court, God willing, were not mended I would take the forfeiture of them.

Trees granted, (1) Unto Rob. Tanner one Ash for Plough timber. (2). Unto Will. Gough one Ash for the same. (3ly) Unto James fletcher one Ash for the same, taken notice of by Mr. Steward.

MAY THE 4TH. 1666. On that day in the Afternoone about 8 of the Clocke from Adderbury wee came to Heyford the way & weather very faire, where on the morrow wee kept Court. One Mr. Cocke, a tenant there did change a Life, & being ancylently a New Coll. man (though an Intruder) his ffine for the change of a Life was but £5 with Heriott & all. There were some other, that desired to change some lives viz. one Hore for one Reversion, one Widdow Haynes for two Reversions, & Goodman fletcher for one Reversion, but the ffine that was sett upon them, though very moderate, was not accepted, insomuch that Mr. Steward said, that if ever hee kept Court againe instead of £6 they should pay £12 or neere that proportion, they were used soe well.

Then I was desired to allow & assigne unto Goodman Rogers one Tree, to make $\frac{1}{2}$ Girders for his malt houses, which I viewed & saw needfull, & assigned out of his owne Close, two Elmes standing together, for his Tree I signed a warrant. After this my selfe, Mr. Outrider (Dr. Deane) went downe unto the mill where wee saw the mill head, & mill taile both of them well made with stone, & the flood gate, Mill wheele & other parts therof very well repaired. ffrom the mill I went into Goodman Rogers his Close to assigne him a Tree for the Girders aforesaid.

ffrom thence Mr. Outrider, my selfe, & Mr. Merry went to the Rectory to Mr. Grent¹, but in the way Mr. Merry spake unto mee to allow unto an honest Tenant an Ash upon the Premisses for Plow-Timber, & at Mr. Grent's house hee spake for a Tree for another, & promised to pay unto Mr. Steward's man his ffee for a warrant. Q. whether paid.

As wee were going to take horse, Goodman fletcher came to mee, & desired, that hee might pull downe his old barne, that was like to fall, & thereby enlarge his Garden, & sett the said Barne in another

¹John Grent M.A. Fellow of New College, 1642-1664, Rector of Heyford 1663-8.

place neere the highway in a more convenient place, this my Selfe & Mr, Outrider Dr. Deane granted, with this provise, that Mr. Merry should have the oversight thereof & see that noe Timber was imbezilld, & soe wee took horse & rode to Adderbury.

FFEBR 2. 1666. I then in a letter sent to Mr. Merry allowed unto one Laurence a Tenant there (who had 3 Baies of Barneing blowen downe) one Elme to bee taken from off the premisses if needfull, & to plant & succour up five Trees in lieu thereof. Hee had two Elmes from off the premisses.

AUG. 22. 1667. On that day being Thursday about 2 of the clocke wee rode from Adderbury unto the wells, or spring in Ashthropp¹ in the parish of Kings Sutton. In a stone that lies in the bottome of the well there are 5 holes, out of which the water ariseth & runneth away from the well, the stones upon which the water continually runneth are coloured somewhat redd, by a tincture of the water left upon them. I dranke a cupp of it, but perceived noe great difference in it from other water, but Mr. Steward & Mr. Outrider ffauchin did conceiving that it had the tast of Inke or the like. ffrom thence wee rode to Ayno on the Hill & called uppon Dr. Longman² with whom wee tarried untill about 6 of the clocke, & saw his house which is very handsome, & well furnished, & then, with Dr. Longman, rode to Heyford.

On the morrow Mr. Steward kept his Court, & wee sett two ffines, one for a Life in Goodman ffletcher's Coppiehold of 4 yard Land at £6 the yard Land in toto £24 but abateing his rent viz 40s or thereabouts & 50s for yearely Taxes, I asked of them £20 but the times being soe hard, noe money to bee made, & neither the sonne nor his mother haveing anything to make money of by reason that neither of them had the dead mans yeare, therefore my Selfe & Mr. Outrider ffauchin abated the ffine unto eighteen pounds & yet the poore people were not able to pay that in ready money, but desired that £8 thereof might bee forborne untill St Lukes tide, which at last also by much importunity was granted, & Mr. Merry to give his word to pay it unto the Colledge, & younge ffletcher & his mother to give Bond unto Mr. Merry. 2ly, wee sett a ffine for 2 lives in a Cottage worth about 8s or 10s per Ann, Rent 2s per Ann. His ffine was 3 yeaes value viz. 18s. I sett him 20s.

Trees allowed at this Court ; unto Widdow ffletcher two Elmes to reparaire her workehouse, & one Ash for Plough-timber. 2ly, to Rob. Howse two Elmes to reparaire his barne, 3ly, To Th. Laurence

¹Chalybeate springs, the mineral quality of which was first observed by Dr. Willis and Dr. Lower known as Saint Rumbald's well. John Bridges, *History of Northamptonshire* Vol. I. p.180 and John Phillips, *Geology of Oxford and the Valley of the Thames* p.51.

²James Longman D.D. of New College, Rector of Aynho 1644-1677.

one Ash for Plough-timber, & two trees more after the former warrant was signed to Gough.

OCT. 26. 1667. I then demanded of Mr. Merry a Rentroll of Heiford warren hee promised to bring one in unto mee, Aske him for it.

SEPT. 30. 1668. On that day being Wednesday my Selfe & Mr. Steward with 2 men Th. Symons & Abraham ffinch did come in Sir Th. Cobb's Coach with 6 horses from Adderbury unto Heyford, because it rained, Mr. Outrider, Dr. Oldys¹ tarried at Adderbury all night, and would come to Hayford on Thursday morneing. Our businesse at Hayford was not much, only two changes of Lives, one in young ffletcher's estate of 4 yard Land at £6 the yard Land, & the yearely value deductis deducendis £20 & the 3rd part of that 20 nobles, soe much was paid by ffletcher. Item Gough's mother in Law, who lives in Oxon surrendered her estate in 3 yard Land & 2 Closes, per Ann. £18 or deductis deducendis (viz. the Rents etc) £15 the 3rd part thereof was £5 which was paid for on the Life in Reversion of Gough's Eldest Sonne. ffletcher's mother's Herriot was 40s. but taken in the 20 nobles because the Coll. had an Herriot and ffine out of ffletcher's Coppiehold the last yeare. His ffineing for a Life hee desired to deferre unto the next Court, God willing.

After this the Tenants came to mee & desired some Trees for repaires etc, viz. John ffox 3 Elmes for the Repaire of his Barne & Cowhouse. John Hore one Ash for plough-timber. 3ly Will Haines one Ash for plough-timber 4ly Antony Cockin one Elme for repaire of his Gates. 5ly Peter Coles to make a partition in his house, one Ash & one Elme. 6 Edw. Rogers one Elme for repaire of his Barnes doore. 7. Widdow Meacocke, One Elme to repaire her house, & one Ash for plough-timber. Enquire as of these soe also of the trees granted the last yeare, ut supra; except widdow ffletcher's the rest were either not cut downe or not employed but promised to bee used very suddenly before the next Court. 8ly I granted unto young ffletcher 2 Elmes to make him a new Cart-house, & soe I hope, that they will all bee soe well in repaire as not to need any more allowances.

Before dinner, I went & viewed the Church & willed them to make a Butteresse within the Church, well ramming the ffoundations, soe high as to the topp of the South Isle, & to gird in the upper part with the Timber Tree that I bestowed upon them, then I went & viewed John ffox our Lesses house which is much in decay, the walls haveing many clefts in them; part of his Barne being broken out, the plate faileing & the wall. Allowed for all, 3 Elmes ut supra, then I went & saw Peter Coles his partition in his house, which is 3 feet thicke, this hee intends to pull downe & make a partition of Timber, thereby to enlarge

¹William Oldys D.C.L. Fellow of New College 1655-1671.

his Roomes, thence I returned home & mett Dr. Townesend¹ who came to see mee, After dinner Mr. Outrider & Mr. Standley came to us. About 4 of the clocke my Selfe, Mr. Langstone, Dr. Townesend, Mr. Outrider & Mr. Steward went up to Mr. Grent's, where about 5 a clocke wee had an handsome treatment, a Table sett with nothing but choise dishes, Anchoves, Sturgeon, a Pike, Neats tongue etc. About 8 of the clocke wee returned thence to Mr Merries.

SEPT 13. 1669. On that day being Munday in the Afternoone between one & two of the clocke my Selfe & Mr. Outrider Percivall, chosen as a Substitute for Mr. Morehead (who also, though forbidden, would ride also himselfe) Mr. Steward with our Servants rode from Oxon to, in the 1st place unto Bucknall to see Mr. Gardner² who entertained us kindly with sacke and marmalett. After the stay of about an houre there wee rode to Heyford, & by the way with a Grey-hound who came with us from Mr. Gardners, wee coursed an haire, about 7 a clocke wee came to Heyford, Mr. Merry, who rode to meet us, by our goeing to Bucknall, missed of us & returned home about 8 a clocke.

On the morrow about 9 a clocke Mr. Steward called the Court, & gave the Homage their charge, the Colledge concerne therein was 1st A Change of a Life for one Laurence, who had 4 yard Land at £6 the yard Land per £24, his yearely rent 40s, the 3rd part £7 & 6s. 8d, hee paid for the change £8. Itm. there was one ffletcher, who renewed a Life in 4 yard Land per £24, But he had often renewed in these late yeares, & had lately lost two horses, fettered together, that were drowned, uppon which consideration instead of £18 as in his last renewall of a Life, wee tooke £15, Ten pounds whereof hee paid to Mr. Percivall, & for £5 hee & Mr. Merry gave their Bond to bee paid to the Coll : at the Auditt. 3ly. one widdow Howse who had a Cottage & $\frac{1}{4}$ of Land, Rent per Ann. 30s. shee as being very poore paid for her Sons life 12s, but afterwards complained that it was too hard.

Dr. Townsend & Paul Symonds from Radcliffe, Mr. Langton & his Sonne from Middle Aston dyned with us, with Mr. Jones & others from the Parsonage.

In the afternoon I walked with Mr. Outrider unto our Tenant fflox his house whose Barne is well repaired, thence unto the mill, thence unto widdow Meaker's house, that wants a Topp peece, some rafters & flooreing for two lofts, to bee allowed 3 Elmes, thence wee went unto the Parsonage where wee were kindly Entertained with wine, ale, and sweet meats, viz. jellys etc. ffrom thence wee went to another Tenant's house whose Barne was well repaired, & thence unto Mr. Merries.

¹Robert Townsend D.D. Fellow of New College, 1648-1706, Rector of Radclive, Bucks.

²John Gardner M.A. Fellow of New College, ejected 1640, restored 1660, Rector of Bucknell, Oxon 1643-1670.

Some of the Tenants who had Trees allowed unto them in the former yeare (ut supra) had not yet used their said Trees allowed, viz. Edw. Rogers one Elme for the repaire of his Barnes doore, Widdow Meacocke one Elme allowed the last yeare for the Repaire of her house, & one Ash for Plough-timber, But in this yeare uppon view of the decayes, viz. a Topp Beame for two Baies, some Rafters, & two ffloores to bee boarded, wee allowed unto her two Elmes more. It : there were allowed the last yeare unto Will. fletcher 2 Elmes for the building of his Cart-house, Will. Gough one Elme for the Repaire of his dwelling house, Th. Laurence one Elme for the Repaire of his Dary-house, It : wee allowed at this Court, to Will fletcher one Ash for Plough-timber, to Widd. Meacocke 2 Elmes allowed (ut supra), to John Rogers one Elme to make a ladder.

The complaint of the Tenants against the miller was found not so foule as they made it, & at this time the difference between them composed.

The iron-pott for the Herriot of John House, the Homage valued at 18d, wee tooke only 12d.

Mr. Steward this morneing Sept 15. 1669 & Mr. Outrider Percivall went over to Middle Aston to Mr. Langstons & after dinner about one of the clocke wee called for them there, but were entreated to goe in & see the house, wee tarryed there untill about three ; Mr. Archbolt came to us, & soe wee rode with Mr. Merry to Great Tew, & soe to Kingham.

Memor : that Mr. Merry promised at this Court, to bring into the Coll : at the next Audit a Rent-role for the manour of Heyford.

JULY 25. 1671. On that day being Tuesday, St. James his day, my Selfe, Mr. Outrider Sewster for Mr. Minshall, Mr. Steward & our servants rode from Oxon to Hayford, it was Bissiter ffaire day. There was one who desired the Change of a Life to putt in a Child for a Brother in 3 yard Land, I asked halfe a yeares value viz. £9 at £6 the yard Land but that hee said was more than ever I asked of any Tenant, Mr. Steward did will him to lay downe £7 but that was too much also, as hee said. At last hee offering £5 I sett him £6 & soe much hee paid, though unwillingly, saying that it was more than any man ever paid, & that his neighbours would blame him for it. His name was John Hore. 2ly. One Goodman Howse who had 2 yard Land desired to renew an Estate, I asked him £10 abateing 20s for Rent, & 20s more, but that, hee said was too deare, then because his two yard Land was the worst in the Parish, haveing noe Backside or Close belonging unto it, all being upon Labour & Tillage, wee therefor at the last did lett him ffine for £8, viz. 40s. in hand, & £6 to bee paid at the Audit, Mr. Steward in the interim to keep his Coppie. 3ly. Widdow Tanner, her husband being dead desired to put in her Son, her Estate was 3 yard Land at £6 per Ann. I asked her £18 but abateing 30s & 6d for her Rent, & because shee was a widdow, & had 6 young children I

abated her fine unto £15 but that was too much also as shee thought. They pleaded for her also, that of the £18 (if the Land was worth soe much) shee had but halfe, viz. £9 to live uppon (her selfe & 6 children) uppon much entreatie therefore, her fine at the last was but £12 because a widdow with many children, & haveing but halfe the Estate.

After dinner my Selfe, Mr. Outrider, Mr. Merry, Mr. Jones & some of the Homage went into the Tenants Closes to determine a doubt concerneing some Trees, that two of the Tenants claimed, one Rogers & one Laurence. There had been noe ditch a long time made, but a ditch there should bee, because that the other Tenants had all of them a ditch, & the Trees that were in the supposed ditch that should have been made wee adjudged to the Tenant whose ditch it was, or should bee, & if any Tree was doubted whose it was, that it should bee cutt downe & devided between them. The Tenants with Mr. Merry & Mr. Jones were sent againe to sett out the said ditch, which at that time they did, & soe amicably ended that difference.

On the morrow morneing my Selfe, Mr. Outrider, Mr. Rowlandson¹ Mr. Merry, Mr. Jones & our Servants walked up to the Parsonage where wee had some biscetts, Sacke & Claret, returneing to the ffarme, wee dined at Mr. Merry's. After dinner the miller came to Mr. Steward, who did some way excuse him, but I told them, that if he had been present before his Accusers I then could have determined what to doe, but now the Amercement must stand untill the next Court, when they both may bee heard, However, his Amercement for taking too much Tole viz. 3s 4d was paid unto Mr. Outrider Sewster, the other viz. 5s for a Trespasse made by his horses, was to bee kept in Mr. Merry's hand untill the next Court, God willing.

After dinner about one of the Clocke, my Selfe, Mr. Outrider Sewster (for Mr. Minshall) Mr. Steward, Mr. Merry & our Servants tooke horse for Kingham, about 12 or rather about 15 miles off, wee rode by Eston² where Bushells Wells³ are, & saw the Grott there, the most of the Rocke is naturall, & water falling from some part of it, but the Pipes and Conveyances are stopp'd or broken & the whole building over it like to fall downe, tis under Propp'd. Sir H Lee, had hee lived, would, as they say, have repaired it, there are 2 Mummies there, but standing in soe moist a place, they doubtlesse will corrupt, from thence wee rode to by Chipping Norton unto Churchill, where Mr.

¹Richard Rowlandson, Fellow of New College 1643, ejected 1648, restored 1660; Rector of Wootton, Oxon, 1675-1691.

²Enstone.

³Waterworks built by Thomas Bushell and presented to Queen Henrietta Maria, 23 Aug. 1936. See Robert Plot, *Natural History of Oxfordshire*, pp. 235-7 and *A Relation of a short survey of the Western Counties made by a Lieutenant of the Military Company in Norwich* in 1635 p.81. (Ed. by L. G. Wickham Legg, Camden Miscellany Vol. XVI).

Hagger mett us, & with him rode to Kingham, & came thither about 6 or 7 of the Clocke.

Memorandum, that Mr. fflowkes, his charge of the two Entertainments that hee makes for his Parishioners is to bee moderated, they cost him above the tenth part of his liveing, viz £10 at the lest, & his liveing not worth an £100 per Ann.

JULY 15. 1672. On that day being Munday after dinner (Dr. Master¹ Mr. Steward, Mr. Sub. W. Hersent², dined with mee) about 3 of the clocke my Selfe, Mr. Outrider Longworth³, Mr. Steward etc sett out for Heyford (my nagg was lame I was forced to borrow Mr. Young's⁴ about 6 of the clocke wee came to Heyford, wee were told there that one of our Tenants was dead, hee had 3 yard Land & an halfe, the Renewall whereof at £6 the yard Land would amount unto £21, besides the widdow haveing a widdow's estate, was resolved to surrender her Life, which shee also had in her husband's Coppiehold, & the change thereof would be 20 nobles in toto about £27. But shee was poore & in debt, & haveing been a Ministers daughter I was willing to abate something & asked her £24, yet this, the neighbours said was too high soe that at last shee had the Life & change for £20 & for an Herriot 59s, The Homage had prized the horse at £3 but wee would not allow that priviledge unto them (though some pretended a Custome for it, but there is noe such Custome) & therefor wee prized the horse ourselves, & tooke 59s for him.

Haveing dined, uppon Tuesday (there was old Mr. Merry & some Kindred of his that dined with us, Mr. fflowkes, Mr. Morehead, & Mr. Jones) about 3 of the clocke (Mr. Merry being our Guide to Great Tue) wee rode towards Kingham : the waies are very long, they account them 11 or 12, but they are rather 16. Our ffarmer of Kingham mett us at Chipping Norton & soe wee rode to Kingham.

JULY 17. 1673. On that day being Thursday after dinner (Dr. Osgood⁵, Mr. Steward & Mr. Outrider Percivall⁶ dined with mee) my Selfe, Mr. Percivall Mr. Steward & servants sett out about 2 of the clocke & rode towards Heyford, the weather was faire, though in the morneing it had rained, but the waies very foule & full of water, wee could not passe for water at Gozant Bridge & soe were forced to ride by Kidling-

¹Edward Master, D.C.L. Fellow of New College, 1651-1664.

²John Hersent, M.A. Fellow of New College, 1658-1679.

³John Longworth, B.C.L. Fellow of New College, 1661-1672.

⁴Probably Edward Younge, B.C.L. Fellow of New College, 1663-1679: Fellow of Winchester College, 1679.

⁵Richard Osgood, D.C.L. Fellow of New College, 1649-1659; Fellow of Winchester College 1659, Rector of Donhead St. Mary, Wiltshire.

⁶Beaumont Percivall, D.D. Fellow of New College, 1660-1685, Rector of Broughton, Oxon.

ton & Banbury way to Rousham & soe over little Hayford bridge, the waters were very high there. About 6 of the clocke wee came to Mr. Merryes.

On the morrow viz. July the 18, 1673. Mr Steward kept the Court about 10 of the Clocke. About 11 of the Clocke, Old John Hore came to mee with Mr Merry to desire 2 Ashes to mend his cart & his plough, this I granted, but with proviso, that hee should pay some small acknowledgment for them, the grant of Trees for repaire of Houses is usually granted for nothing, but if for carts & ploughs they pay something for such Timber, & soe at this time did Goodman Hore, viz. 2d unto Mr Percivall, Outrider. After dinner, my Selfe, & Mr. Outrider went into the Court & heard the presentments read, and when the Amercements were sett, with a discourse whether widdows that had their widdowes estates in any Coppiehold should pay an Herriott or Herriotts uppon their death, Mr Steward asserting the Custome, (The Homage denying the said Custome) the Bailiffe Mr Merry was required to seise the Herriot & to rate it, which if due to the Colledge wee looked to have, if not due, the Herriot not to bee paid, but enjoyed by the owner. When the Court was finished wee departed. Two Ashes then granted unto John Hore for Plough-timber, for which hee paid unto Mr Outrider as an Acknowledgment 2d. About 8 of the Clocke, my Selfe, & the rest of our Company with Mr. Merry, who lett us the way untill wee were out of danger, sett out for Kingham, & about 11 of the clocke arrived there.

AUG 26. 1674. On that day being Wednesday in the Afternoone about 3 of the Clocke, my Selfe, Mr Hobbs¹ (Outrider for Mr. Cox) Mr. Steward, Mr. Loggins, Mr. Crofts² of New Coll; and our servants sett out from Swalcliffe to ride towards Heyford, Mr. Loggins & Mr. Crofts rode with us almost unto Barford, about Hempton it began to raine very hard for some miles, but before wee came to Somerton it ceased, however, with that raine wee were wett. Mr. Cartwright our Tenants ffarmer mett us at about Somerton & told us that his Land Lord would waite uppon us on the morrow at dinner.

On the morrow in the morneing, though it rained much Mr. Cartwright³ with a scholler with him, & his servants came to Heyford & dined with us. At the Court there, there was noe Businesse, & soe their neglect of bringing Presents to Mr. Warden at New yeares tide could not bee spoken of. They would have as in some Mannors, an Executors yeare, but that as Mr. Steward said doth not appeare in this Mannor. Hee told of an ancyeant instance, wherein a widdow

¹Bennett Hobbes, M.A., Fellow of New College, 1663-1680.

²Probably Thomas Croft, B.A., Fellow of New College, 1673-1677.

³John Cartwright M.A. of Aynho, Northants, Visitor of the University.

marrying againe payed an Herriot, but this they deny'd, Mr. Steward to look into his Court Rolls.

Uppon Thursday in the afternoone when Mr. Cartwright & his Chaplaine & Servants were returned home to Ainoe, though it rained & was very wett, my Selfe & Mr. Outrider walked but Mr Steward rode to Mr. fflowkes his house, where wee had a glasse of Sacke & Claret, & some Bisket, about six or 7 of the Clocke wee returned to the ffarme & had a Breast of mutton, a peece of rost beefe, a cold ducke, a dish of Butter, & some cheese, with a plumme Tart, as they said.

Uppon friday Aug 28. 1674 I went with Goodman Rogers, Goodman Hore, Goodman Gough, Will Shaw, & Th Simonds to see the houses that are out of repaire, viz. Gough's house, where there are two baies of building that are fallen & promised after harvest to bee built up, see that, God willing the next yeare. It : Mr Cox his Tenement (now Gazies) is slightly thatched, lett him be told of that, & required to thatch it better.

At this Court wee allowed some Trees, viz. unto Th. Laurence One Ash for Plough timber. It : Will ffletcher one Ash for Plough timber, each of these paid unto the Coll : for the said Trees 2d in toto 4d. It : wee allowed unto Will Gough one Elme to repaire his stable & to Joh Rogers one Elme for his Barne doores, out of their respective closes. As wee returned to the ffarme wee looked upon the Gate by Goodman ffox his house, which was soe heavy at the end where it falleth against the Post, that the weight thereof breaketh the Gate in the middle, it now patched very much.

Besides the Trees above mentioned our former ffarmer Mr. Merry desired some timber to repaire the mill, to bee taken out of the Lord's Lawne by Chilgrove, the Oaks in that place are all shaken, & fitt almost for nothing but the ffire, wee therefore allowed him 4 Trees in this Lawne to recompense the charge that hee should bee at in buying other Oake that might bee fitt for his use about the mill wheele. It : uppon the premises of the ffarme wee allowed unto the same Mr. Merry, One Elme to make Lathes, & one Ash for shrouds. The foure Oakes above mentioned were for the Armes of the water wheel, for the flood-gates, a new hoop to mend the Bridge, & floore a roome. All these allowed to Mr. Merry.

Againe Mr. Cartwright our new Tenant desired of Mr. Outrider a new boate, to mend the Banks, & fish the water etc. But millers Mr. Merry said, did use to find their Boates themselves, & if a new boate should bee allowed to this miller, when the boate was decayed, they would expect another to bee allowed by the Coll : which would bee a charge unto it, it was therefore thought fitt because it was the 1st request that Mr. Cartwright made not to deny him wholly, but to give him something in Lieu therefore, viz. 3 Trees either Oakes or Ashes out

of the said Lawne at Chilgrove for some repaires in the farm house, & that hee should buy a Boate himselfe, for that the Coll : would not allow it.

Mr. Steward desired Mr. Merry as receiving the ffruits of the ffarme untill Michalmas, to gather up our Quitrents etc. (as Bailiffe) & pay them into the Colledge. Our warrant for Trees allowed unto the Coppie-holders was directed unto him, as Bailiffe.

After Breakfast, my Selfe, Mr. Outrider Hobbs (for Mr, Cox) Mr. Steward, Mr. Merry, Mr. Cartwright's Bailiffe, Th. Symonds, Will Shaw & other our servants as wee rode to Oxon did ride by Chilgrove, & viewed there the Lawne adjoyning, wherein there are some Trees (the Coll : part is sett out by certaine holes dug in the ground) some of the Trees are Oakes, & some Ashes, ffoure of the Oakes (though wind-shaken) wee allowed to Mr. Merry (ut supra) & 3 of the Ashes to Mr. Cartwright, which being done the weather for the most part being wett & the waies foule, wee came to Oxon by Kirtlington, about 5 or 6 of the Clocke, all well & in good health.

III. KINGHAM

Memorandum concerning the Courts kept at Kengham.

APR. 12. 1659. A yard Land in Kengham is of divers value, or worth, Some of £10 per Ann : that is the Ordinarie Rate of them, But others of £12 per Ann, but thats the highest.

At Kengham by Custome of the Mannor they have Widdowes Estates & three lives also in reversion, which is noewhere else.

The Number of Coppieholders & ffreeholders there, may bee seen in the Bailiffs Rent-Role.

The Terrar of every Coppiehold for the most part is set downe in the Coppie or in Mr. Steward's Rent-Roll of that place.

They told mee at this Court, that the Colledge had a Quarry of Stones in this mannor & desired that I would appoint some man or other to keep them & sell them unto Tenants & Parishioners at Rates very easie, but unto strangers for as much mony as hee could gett of them. 6d. 8d. 12d or more.

A Complaint was made at the Court that one Mr. Barber, Tenant unto Mr. Loggins putt into the Common his Sheep at our Lady Day & kept them there untill the time of the present Court, whereas the Common should have been hayen'd at our Ladie Day.

SEPT. 6. 1659. In my 1st Progresse at Kengham I went with some of the Homage to sett out the Bounds between a ffreeholder of Kengham, one John Poyse & a Leaseholder thereof one Richard Crosse ; Now since that Court, when the Leaseholder was from home, at a ffaire, or markett, the ffreeholder cutt downe the said Tree, & drew it into his owne backside, & soe it is lost with all the Trees in the Hedge, except the Leaseholder will implead him for it. That is all at present that can bee done.

The same ffreeholder John Poyse since the last Court Lopped two small Ashes uppon the wast, before the said Poyse his doore, & ought to have been Presented for it, but was not ; Remember that (God willing) at the next Court. ffor the present I sent for the man to speake with him, & told him that at the next Court it must bee Presented.

I spake unto Mr. Archbolt¹ & John Bolter a Coppieholder to have an eye unto the Quarry of Stones, & to signifie unto the Parishioners that none of them presume to digg stones there without leave. The Tenants to have their loads of stones for some small matter. The Inhabitant ffreeholdres to pay somewhat more and strangers or out-parishioners to pay what they could gett of them 6d. 8d. or 12d the Loade or more.

¹Richard Archbolt, Bailiff of Kingham.

At this Court Mr. Archbolt desired that his Lease might bee proposed if possible before Michalmas, that hee might have the more time, & better weather to goe into Herefordshire. But I found some doubt in the Businesse, viz. Mr. Anth. Ball deceased did leave the said Lease unto his Brother Rich. Ball & to his widdow as joynt executors, the young man & other of his friends doe agitate with the widdow to joyne in proving of the will, & this they endeavour about 2 yeares together. But shee refused & would not take them out Letters of Administration, thereupon the young man alone did take out (I saw them under Seale) with this Clause. The same power (of Administration) being reserved unto the Relict of the said Anthony Ball, when hee shall legally desire it. Now the Brother will give an Assignement unto Mr. Archbolt to have the lease sealed in Mr. Archbolt's name. Q. whether wee doe it without the Assignment of the widdow or relict lest hereafter shee claime her right in the 12 yeares remaineing. Hee brought Mr. Rich. Holloway the Councillor with him into the Colledge Hall before all the Company: Mr. Holloway assureing them, that it might bee done without any prejudice unto the Colledge. And besides Mr. Archbold to secure the Coll; did bind himselfe in a bond of £400, see my book of Businesse with the Company, pag 18. The Bond & Counterparts delivered unto Mr Bursar Glyde.

OCT. 21. 1659. At the Audit then I signed a warrant unto Mr. Archbold for Trees.

1st ffor 3 Trees for one Poulter (a rich man) to make a Plumpe, & Barnes doore.

2ly Three Trees for John Ball for the repaire of his Mill at Kingham.

1660. SEPT. 15. Saturday to Kingham, there all Sunday, & dinner on Munday.

Desire a Coppie of Mr. Anthony Balls Will, to have it by us in the Colledge attested by a Notaries hand, that if sued for Renewing the Lease of Kingham to one of the Executors without the other wee may want nothing that may relate to that Businesse.

Who Looks to the Stone Quarry? as yet, noe body.

Mr Archbold was complained of ffor keeping many ffamilies in his House, soe making wast & spoile of our wood upon the ffarme. I charged him with it, Hee answer'd that ffire boote¹ was allowed by his Lease, but I told him for one ffamily. And for his kindred, hee said, that hee bought wood yearely that cost him £16 per Ann.

Mr Morecraft of Chilton or Churchill encroacheth as they say upon one of our Coppieholders Lands, digging Trench within Trench, & soe gaineing upon us. At our comeing from Kingham wee went to sett out the Bounds between Mr. Morecraft of Churchill & William

¹Fuel granted by the landlord to the tenant.

[blank in text] a Coppieholder of Kingham, wee found that our Tenant was wronged in Mr. Morecraft's ground by setting the meere-stone about 5 paces more Eastward than it should bee, 2ly On Kingham meadow on the other side of the water, hee was wronged there also, the homage the yeare before haveing sett out our Coppieholder's ground amisse, & to our Prejudice making our ground about 6 feet narrower than it was. Our Coppieholder from Allen's hedge should have twelve Varvells¹ more or lesse, to a certaine place against a Tree by the water, the Homage measureing from the said hedge 12 Varvells, were in their measureing about 6 feet short of the place where formerly they used to cutt, or mow their Hay, soe diminishing the Land of the Coll: Lordshipp, & encreasing the Land of the Lord-shipp of Mr. Ramsden, which hath been once also (the last yeare before this) been enjoyed by his Tenant, & if long possessed, hee may prescribe for it, & therefore lett the Case bee tried suddenly.

But to value the objection of only 12 Varvells wee may answere. That as a difference there is between measured Miles, & Miles soe ordinarily accounted, soe also there is or may bee between varvells. As also there is between men's Acres of Lands, halfe Acres, Roods, etc in their ordinarie plowed ffields, some accounted for Acres, though lesse than Acres measured, againe some greater than Acres measured, yet goeing for Acres only. Just soe it might bee, in the usually accounted 12 varvells of our Coppieholder, they might bee greater (as it seemes they were) than measured varvells, & yet in the ordinary reckoning but 12 varvells.

Enquire whether Mr. Ramsden's Tenant's Land bee not reckoned as soe many varvells, as well as our Tenants. If soe let every Tenants Land bee measured out by an Exact varvell, as ours hath been, & then noe doubt in the end the Colledge as chiefe Lords, who at lest in that place hath most Land may gaine in the overplus more than here it looseth, the accounted varvells generally being greater than the measured varvells, & probably some other besides our Tenant may have greater varvells, will they abate their measures? aske them.

I then viewed the old Barne of Anth: Gisborne & allowed him Timber for the repaireing of it, ut infra. Itm. I went & viewed how John Boulter had bestowed the Timber in the former yeare allowed unto him, I found that hee had bestowed it very well.

Allowed to Anth: Gisborne to new build his Barne, & to translate it from one place to another, viz. to the streetside, or entrance into his Gate. 4 Trees, and these were well employed.

It: to William Watts 4 Trees to build his Barne, these also are well employed, & young ones planted for them.

¹Varvell, Farthel or Fardel $\frac{1}{4}$ part of a Yard-land or Virgate, as a linear measure 1 Virgate=a rod or pole.

It : to Will. fferrant to make 2 Couples of Principalls for his Barne, 1 Tree, This was well employed, & others sett.

It : to Arthur Gillet to make a Plumpe, 1 Tree, this was employed & others planted.

It : to widdow Huchen to repaire her Coppiehold, 2 Trees, not yet cutt downe.

It : to Rich. Crosse for Boards, Rafters etc, 1 Tree, this was employed & others sett.

It : to John Harris one dead Tree to burne, but others sett.

It : to Widdow Quaterman one dead Tree to burne, but others sett.

In Kingham there are Three Lords besides the Colledge, One Lacie¹ as from the King, & hee hath the Court Leet, 2ly One Ramsey unto whom the Colledge doth pay a Quit Rent, & there uppon hee chargeth the Colledge with Suite & Service unto his Court, but that (the Suite etc) is never payd by us. 3ly There is another Lord there that hath only £30 per Ann.

SEPT. 28 1661. Saturday to Kingham, there all Sunday.

Memorandum. Quare. whether any Quarry man appointed to sell the stones etc. (ut supra) Answer. Mr. Archbold doubted whether wee had right or noe ; There being (ut supra) Three Lords besides.

Dr. Pinke hee said did evince the Royaltie as belonging unto the Coll. against one Thayer, who finding his Title weake did non-suit himselfe, Hee began, but first ceased.

Mr. Ramsden hath been with the Cottagers of Kingham & requires of them one moitie of their Rents. They deny it unto Him, & stand uppon the right of the Colledge.

Mr. Ramsden calls the Colledge & their Tenants to his Courts etc. Quare of Mr. John Holloway whether heretofore any such thing.

Mr. Steward Withers said that ancyently there was a Presentment in Court for cutting Trees uppon the wast, & the Proceeding therein was suspended untill they had the Consent of other Lords. Q. whether soe, or noe of Mr. Holloway also.

Dr. Pinke, Mr. Archbold said, to prove the Colledge Title gave Order to cutt downe many Trees uppon the wast, to the value of about £30 & sold them to Mr. Bromesgrove & Mich. Young our Bailliffe : And if our Evidences bee good to that purpose Mr. Archbold saies that Hee trie a suite with them for the Quarry, Wast, Cottages etc.

Mr. Archbold saies, that according to the Tradition observed amongst them. This Kingham Mannor was devidid among three sisters & the Elder whereof had our Mannor, & thereby, as they say, the Royaltie.

Mr. Barber, Mr. Loggins his Tenant, doth now as Mr. Archbold saies, keep out his sheep out of the Common at our Lady Day, & suffers

¹Probably Sir Rowland Lacy of Charlbury.

the Common then to be hayned, not wronging the Tenants, as formerly hee did.

Q. whether John Poyesse (ut supra) bee Presented for Lopping 2 Trees before his doore, & 2ly whether the Acknowledgment of his Trespasse be Recorded.

I desired at this Court a Coppie of Mr Anth. Ball's will unto a Notaries hand, and Mr Archbold promised accordingly that I should have a Coppie of it. At the next Court (God willing) demand it. Mr. Archbold hath a Coppie under Seale & promiseth that the Coll: shall have it when they please, soe farre as to use it.

The Tenants, as I am told, doe still complaine of keeping 2 ffamilies in his house, & the charge of suffering it is layd uppon mee, desire that I may not bee blamed for him, the ffellowes, I perceive, if faultie in any thing, will not spare mee. [Mr. Archbold will excuse himself unto mee & the Company by a letter sent to that purpose].¹

Doth our Coppieholder enjoy his Land as heretofore against Mr. Morecraft & others (vid supra). [Hee doth enjoy it, not according to 12 varvells by measure, but according to former custome].¹

John Poulter his 3 Trees allowed unto him (ut supra). I found them to bee well employed.

John Ball his three Trees to repaire his Mill at Kingham, I found to be well employed.

The widdow Hawkins [Huchin]² had not this last Court Sept. 28, 1661 cutt downe the 2 Trees allowed unto her Sept 15. 1660. Q. of this next yeare. [They are cutt downe & squared out, Shee wanteth three more to finish her house].¹

Trees allowed Sept 30. 1661. Enquire. 1 How imployed, 2ly What planted for them?

To Anthonie Gisborne to repaire his dwelling house 4 Trees. [These hee had, & 3 more assigned by my Selfe & Mr. Archbold to finish the building].¹

To John Poulter for the same 2 Trees (vid supra) to floore his house. (They are squared & fitted but not layd, see they bee layd).

To James Williams to make a Loft over his kitchen to lay his Malt in 2 Trees. [These for want of workmen are not yet layd, but will bee by the next Spring].¹

To William Watts to make a Plumpe in the Streete, 1 Tree, [This proved defective, & therefore desires another Tree].¹

To Elizabeth Haddon for the repaire of a ffloore, 1 Tree. [cutt downe & sawed, but not layd as not being seasoned, require it by next spring].¹

To John Harris to floore a roome, 1 Tree. [This is ready to bee layd, see it done by next spring].¹

¹Interlined later.

²Interlined above 'Hawkins.'

Granted then Sept 30. 61. unto Mr. Kettle¹ of Oxon & the Widdow Quaterman to forbear their fineing untill the next Court, to see if they could agree by an amicable Composure of the difference between them. [Not agreed].²

I willed Mr. Archbold to require our Coppieholder (Gillet I thinke) to take in as much ground (though above 12 measured varvells) as hee always used to mow, & have the hay of. [This hee hath done].²

At that time Anth. Gisbornes Carpenter came to mee, that the 4 Trees as above granted would bee too little to repaire his dwelling house etc. I therefore spake to Mr. Archbold that in case hee did truly want, hee would assigne him another Tree. Hee assigned unto him 3 Trees more, & yet not finished.

I spake also to Mr. Archbold to Enquire about the purchasing of the Court Leet, now granted unto one Lacy a Knight of that Countie, & formerly, hee said, it was to bee sold. Hee promised the next day or very suddenly, to ride to Chipping Norton & enquire after it, & to know what it would cost. It would exceedingly strengthen our Title against Mr. Ramsden who challengeth, (ut supra) halfe the rent of our Cottagers as also against the other Lords.

Wee tarried there too late, untill about 4 a clocke to finish the Change of a Life, & soe were benighted.

Memorandum. that between Dec 13 & Dec 22. 1659. (as in my Booke of Businesses with the Company p.19. ad sum.) Mr. Archbold complained unto mee that one of Kingham had cutt downe a Tree in a peece of Ground that was sometime severall & sometime Common, takeing the advantage while it was Common. Hee asked leave to sue him, the Charge hee said, hee would beare himselfe, though it cost him £10. Q. What hee hath done in it? [Mr. Archbold his threats, did make him bring the Tree into his Gate].²

What done concerneing the purchase of the Court Leet? It was granted by the Thirteen that I should enquire about it febr. 10. 1661. As in my Booke of Businesse with the Thirteen pag. 90. post med.

Mr. Steward told mee Nov. 2. 1661 (& not before) that the Tenants there complained of Mr. Archbold or Mr. Ball their keeping three ffamilies & soe 3 ffires in our ffarme, to the great prejudice of our woods there. This I told him of before, & hee said that for more ffamilies than one hee bought wood. But desire his answer in writeing under his hand, that if I should bee challenged by some (as I am like to bee) it may appeare that I have blamed Mr. Archbold for it all ready as haveing his Letter, & hand to answer what I blamed in him. I wonder, that when Mr. Ball paid his Rent, hee was not with mee.

¹Fanshawe Kettle, owner of Kettle Hall, in Broad Street, Oxford.

²Interlined later.

SEPT. 9. 1662. Tuesday to Kingham there all Wednesday.

Mr. Kettle's case, as drawn by Mr Steward. The Widdow Hawkins the Tenant in possession to one Tenement etc. takes to husband Quaterman, by whom hee hath 2 Children, a Sonne and a daughter now the wife of Mr. Kettle. The Sonne of Widdow Hawkins by Quaterman was Estate in reversion in the life time of his mother, then shee dies ; & Quaterman the ffather marries a 2nd wife (who now enjoys the estate dureing her widdowhood). By his second wife hee had two daughters, & they both are estate in reversion unto the said Liveing.

Now the sonne of Quaterman by Widdow Hawkins, 1st venter¹, is dead who was in reversion. ffanshaw Kettle praies, that Anne the daughter of Him & his wife (the daughter of Quaterman by Widdow Hawkins) may bee estated in Reversion, on the death of her Uncle.

Widdow Quaterman, the last wife being in possession desires, that according to the Custome of the Mannor shee may name the Reversioner, because the two children of Quaterman by the 1st venter Hawkins had their portions. I spake unto them the last yeare to agree together among themselves, but Kettle it seemes did never mention any such matter unto the Widdow. At this Court therefore, because I would have noe blame uppon my Selfe or the Coll: for doeing unjust things (the case of either being favourable) I willed them & required them before the next Court to compound with each other, that the Coll. may have its ffine, or else, if by that time they did not agree, the reversion should bee made to neither of them, but to a stranger.

Concerning the Court Leet, Mr. Archbold hath talked with the Steward, but not with the Knight, Hee is not in the Country & soe as yet nothing done, the Steward doth not challenge any interest in the Coppieholds, or wasts (those things hee saies belong unto the Lord of the Mannor). All that the Court Leet expects is only 2s per Ann. from the Tenants wasts, & streyes, ffelons goods, Hunting, Hawking, ffishing etc. what these may be valued at per Ann. hee cannot tell.

The Pound Mr. Archbold saies is maintained not by the Lord of the Court Leet, but by the Parishioners : Beware, if the Court Leet bee bought by the Coll : that the maintaineing of the Pound bee not putt uppon them.

Mr Ramesden hath some Coppieholds, as well as the Colledge 16 yard Land in all.

Noe Cottages are built uppon the Lord's Wast, & one of them is Lett for Lives viz. the Coppiehold of one Andrews or Moore. At this Court, the husbands death was presented & one Life void. But the Tenure not being good (the Coll: not being able to erect Coppieholds) wee thought it fitt, not to renew any more Lives, as being unwarrantable

¹One or other of two or more wives who are sources of offspring to the same person. O.E.D.

but to lett them all runne out, what caused Mr. Warden Pinke to make it a Coppiehold wee know not, the Granting of another Life in this Coppiehold, was deferred to the next Court. God Willing.

At this Court also there was a Request of a poore sickly man, the Cryer of the Court, who had leave of Dr. Pinke & the Justices, as hee saies, to build an house uppon the wast, hee desired that hee might bee instated therein as a Coppiehold. But that wee cannot grant. (1) to make new Coppieholds Mr. Withers spake, that it might be confirmed unto him & his quamdiu se bene gesserit, but who, I said, should judge of that, concluded at last, that it bee considered of against the next Court.

Afterward the poore man came to mee, & told mee that some had threatened, that if hee were dead, they would put into his house another ffamily, but Mr. Steward told him that if they should doe soe, hee might pull downe his house (for hee alone built it) & take the materialls to himselfe, againe hee said, that the other 2 Lords did require him to appeare at their Courts, & would have part of his rent, as built uppon the wast, Mr. Steward will'd him not to obey them, & said that hee was sure that they would never distraine for it.

At this Court also, wee putt an end unto the difference between ffanshaw Kettle, & widdow Quarterman concerneing the Coppiehold of one yard Land. Haveing heard the case between them & perceiving that each had some right thereunto the Homage also being all for the widdow, I resolved, that if before the next Court they did not compound the businesse, I would putt in neither of them, but a third man. Here uppon Mr. Kettle being absent, Mr Steward undertook for him & compromised the businesse in this manner. £7 I asked for a ffine unto the Coll : for a 3rd reversion after a widdow in possession in a Liveing of £10 per Ann. Hee required also more of the widdow, to pay unto Kettle £14 in toto £21 which being paid to Mr. Steward uppon Sept 11. 1662. the widdow Quaterman's Daughter's Sonne, Tenant, Baker was enstated in the said Coppiehold & soe I hope, the controversie is ended.

Mr. Archbold hath promised to send a Letter unto mee to excuse himselfe for haveing his Sonne in Law & Daughter liveing with him in our ffarme. It is, hee saies noe prejudice unto the ffarme ffor there is noe wast wherefrom to cutt downe any wood & from the Hedges or Lopps uppon the premises, 3 Loads is the most that hee doth cutt, & sometimes none, though hee buyeth yearly 20 Loads, or Coales in proportion. I hope to have a Letter from him.

Trees allowed at this Court to perfect the buildings in our Tenements in Kingham.

1. To Will. ffarrand for the repaire of his stable, and plumpe 3 Trees.
2. To Will. Watts to make him a Plumpe. 1 Tree. The former

tree allowed (ut supra) proved defective, & therefore another Tree allowed now.

3. To Antho: Gisborne one Tree to make a Cart.
4. To Anne Huckin widdow to new build her house, 3 Trees, this house alone is most out of repaire.
5. To Widd: Quarterman one Tree, the lower part of it for Boards for a floore, the topp for a Plumpe.

It : one small Ashe for plow-boote.

All these to sett other Trees in their roomes, & Mr. Archbold to see unto it. Enquire also God willing at the next Court.

1. Whether Widd : Huckin hath imployed the 2 Trees allowed unto her before (ut supra).
2. Whether John Poulter hath layd his ffloore. (ut supra).
3. Whether James Williams hath lofted his Kitchen. (ut supra).
4. Whether Eliz: Haddon layd her ffloore. (ut supra).

Concerneing the Court Leet. In the purchase of this, wee had thought that wee might have strengthend our Title unto the wast, but that belongs, they say, unto the Lords of the mannor, & soe the controversy would still continue between the 3 Lords. Againe the gaine (above things accidentall) being but 2s, & the trouble of calling all the Parish togeather being much, besides their drinking & the like, it was thought fitt not to meddle with the purchase of the said Court Leet, but to leave it in the hands of the present possessor, except it may bee bought for some small matter, let the value thereof bee enquired after.

Mr. Archbold being desired to let us have a Coppie of Mr. Antony Ball's will under a Notaries hand, replied, that hee had in his house a Transcript thereof under the Seale of the Office, & that wee should have it, or see it when wee pleased.

Our Coppieholder Gillet enjoyes his 12 varvell of meadow, not according to measure, but according to Custome, as hee enjoyed them heretofore, 12 varvells in exact measure is farre lesse than his due, or lesse than hee formerly enjoyed.

One Mich. Young, as by his Bond of £12 doth owe as yet £2, demand it of him.

OCT. 29 1663. On that day in the afternoone Mr. Archbold was with mee & desired in behalfe of a neighbour, for the rebuilding of another part of his house, 2 Trees to bee assigned by Mr. Archbold from his owne Grounds. This I granted & desired that an account might bee made of it at the next Court (God willing). One part of his house, a barne & Stable hee hath built alreadie.

SEPT. 17. 1664. from Ciciter to Kengham, there all Sunday & Munday. Anno 1663. wee came not in Progresse unto Kingham, His Majestie coming to Oxon.

Enquireing uppon Munday Sept the 19th concerneing Goodman Gillett's 12 varrells of Meadow, Joh. Harris of Kingham told mee that Gillet had his measure, as every other man in the parish their severall proportions by a proportionall division, Goodman Harris was one of the Jury that sett them out.

SEPT. 19; 1664. in the morneing Mr. Barber & some other of the ffreeholders in the parish came unto mee to desire that a certaine Cottage built uppon the wast at the end of the towne by the Crier of the Court (ut supra) might not bee lett by Coppie, but continue for the use of the Parishioners to harbor any poore man or woman, the afore-said poore man the Cryer had 2 Daughters, both of them lame or weake. One of them is marryed unto one Dod, but warned, as Mr. Barber said, by a warrant from a Justice of the Peace to depart the Towne, the other was 3 times asked unto another husband, but hee, when hee saw, that hee could not enjoy the said Cottage went away & hath not been seen since. Now the Parishioners did entreat, that this house might bee allowed to the un-marryed sister, soe long as shee continued a maid, & behaved herselfe as shee ought, this request of theirs I granted, & withall that [if] at the next Court shee were gone, that the house should bee allowed unto such a poore man or woman as the Parishioners should commend unto mee, only reserveing the Coll : yearely rent viz. 2d per Ann.

After dinner in the Court wee received the Heriot of a widdow who dyed haveing a widdows estate, viz. for an horse £3 10s & for two lives in 2 Cottages 9s & 8s. When the Court was done I went with Mr. Archbold, Mr Rider fflowks¹, Har: Nobes,² Will: Shaw³, & some Tenants to see our Coppieholds, which are all in repaire, & the Timber before allowed employed on the severall premises, I was then entreated by some of the Tenants for a further allowance of Timber & did allow it viz.

1. To Will: ffarmand one Elme to mende his Kitchen. (his house & barne being new made) & a good Ashe for plough Timber.
2. To Will: Watts one Ashe for plough timber.
3. To Widdow Haddon One Elme for a Plumpe & an Ashe for a Cart.
4. To Joh: Harris One Oake to make him a paire of Gates in his backside.
5. To Widdow Quaterman one Elme for a Plumpe, & another Elme to lay a ffloore over the kitchen of her house.
6. To Widdow Huckin 2 Elmes to rebuild the west part of her

¹Thomas Fowkes M.A. Fellow of New College, 1645-1669; Rector of Upper Heyford, 1668-1694.

²Henry Nobes, Butler of New College.

³William Shaw, Groom of New College.

dwelling house & make it equall with the other, & to water-table the ends of the house.

7. To the Miller of Kingham One Elme from off the ffarme Grounds to repaire some decayed sills about the mill.

It : another Elme for a board-stocke for the house called New England

Sept. the 20th in the morneing my Selfe, Mr. Archbold & H. Nobes went downe to the mill & found that the Banks of the brooke towards the meadow of Mr. Archbold & Mr. Barber to bee in some places too low & that if at any time the meadows bee overflowen, it is their owne fault in not making their banks higher. Mr. Barber complained the day before of the miller for penning his water too high, but the fault, I perceived, was in himselfe, besides that in the millers ground, hee cutt a Trench to Let out the water into a Ditch from out of the Brooke to the millers great prejudice, as I returned home meeting with Mr. Barber, I told him of it.

By the way also I mett with the Baker who lately did grind from our mill, who did promise that if the miller would fetch his Corne from the marketts (about 2 or 3 miles off, & noe further, as other millers doe) hee would grind at the Coll: mill, I told him, that if hee did not performe his duty, I should complaine of him, or if the miller were faultie, that I should reprove him, soe I hope they will bee friends. The sills to bee added at the mill, bare by the Overshott-mill, with a little doore to bee new made, & the sill of a doore.

A tree allowed from off the ffarme to new ffloore a roome at an house belonging to the mill, by the Church (they call the house New England) it was lately an Alehouse, but now none in the parish.

Memorandum. that if Mr. Alcorne who (in the right of his wife doth sue for the ffarme at Kingham) doth come to mee at Oxon & desire the renewing of the Lease unto him & his wife (heretofore Mr. Anth. Ball's wife) that then 1st I perswade him to an Agreement with Mr. Archbold & Mr. Ball. ffor 2ly I have noe warrant as yet to renew unto Mr. Alcorne the said Lease, because the decree soe farre as I have seen is only to this purpose. That Mr. Anth: Ball's widdow Mr. Alcorne's wife shall receive the Benefitt or value of the said ffarme of Kingham dureing her Life, but the Lease (for ought I perceive by the said decree in Chancery) is not granted unto her. However, should I renew the Lease in Mr. Alcornes, or his wifes name, if shee should die, what trouble would it putt the Colledge unto to bring it backe into the hands of the Balls againe.

As suppose that the Coll: in this yeare 1664 at Michaelmas should demise unto Mr. Alcorne & his wife the ffarme of Kingham for 20 yeares & that his wife, who by decree in Chancery is to have the Revenue of it but for her Life, suppose I say, that shee should die the following yeare 1665. who should have the said Lease, the Title, or interest in

her ceased & retournes in acquitie unto Mr. Anth: Ball's Brother (the other executor with Anth: Ball's widdow) But the Coll: should the renewall of the Lease bee yeelded unto, had before (at Michaelmas 1664) demised the ffarme for 20 yeares unto Mr. Alcorne & soe our Seale would appeare for one, & acquity, or right for another. Better therefore, for my time or the remaineing years of the old Lease not to renew the Lease at all & soe tell them.

Memor: to enquire at the next Court, God willing about the Lady Acre belonging to Crosse his Lease, viz. how long since the said Acre was morgaged to Mr. Bromesgrove, & now to [blank in text] Aske how many yeares past since the morgage was made, our Lessee [Young] could morgage noe more than the time hee had in the Lease, the Renewalls since that time belong to Crosse, the new Lessee, or the Widdowe's sonne, send for the morgage & challenge him of it.

MAY: 9. 1666. ffrom Swalcliffe by Mr. Croft's house in Sutton under Brailes wee rode to Kingham about eight at night. On the morrow, wee sett some ffines as in Mr. Steward's Court Roles. Then I talked with Archbold concerneing our fformer Courts viz. 1st concerneing £2 of £12 yet remaineing due to the Coll: of Michael Young's Bond; the woman could not pay the £2 now, but will doe hereafter. I willed her to pay it in my time or it might bee worse with her. 2ly the 2 Trees allowed unto Gisborne by Mr. Archbolt were spent uppon the premises. 3ly of the 2 daughters of the Cryer, one is marryed & gone from the Parish, the other was marryed by a servant an inhabitant in the Parish, & now lives in the Cryer's Cottage. 4. All the Timber allowed before hath been well imployed saies Mr. Archbolt, only widdow Hucken hath spent the Timber allowed unto her about other uses, viz. in building a Barne, which shee thought more necessary than the re-paring of her house, but noe Timber was imbezell'd, noe Timber to bee granted unto her, untill shee hath mony to imploy the said Timber. 5. Mr. Barber & Mr. Archbolt have mended the bankes of the mill stream against their grounds, & the sluice of water into Mr. Barber's ditch, soe says Mr. Archbolt. 6ly. The Baker in Kingham doth not as yet grind at the Colledge Mill, some Grieses¹, Mr. Archbolt saies hee sends to the Coll: miller, but the miller being stoute, will not accept of some, except hee may have all the Baker's Grieses, noe full agreement as yet, & the miller durst not come unto the Court for feare of an arreste in the hands of Mr. Ball our Tenant. 7ly with the Trees allowed from off the ffarme, the mill is new repaired in its doores & sills, the Boards of the ffloore in the house (called New England) almost well seasoned, & fitt to bee laid, they will bee layd in a short time. Q. of that. 8ly. Mr. Ball hath the Lease of Kingham assured unto him from Mr. Alcorne & is now as hee sayes in quiet

¹Grist, corn which is to be ground.

possession of it. gly. Concerning Lady Acre, parcell of the Lease of Smith hayes, this was told mee by Mr. Archbolt. That Mich. Young our Ancyent Lessee there did make an Agreement with Anth. Bromesgrove, our Lessee of the ffarme that the said Anthony should hold a parcell of Land called Lady Acre from time to time, & that as oft as the said Michael Young's Lease of Smiths Haies was renewed the said Acre should bee assigned, or made over unto the said Anthony, & his Assignes ; Now this said Agreement with the In-come or Interest of the said Lady Acre, was since conveyed by the said Anth: Bromesgrove unto one Andrew Keen, who is now in possession thereof. But uppon a later Agreement (hee said not when) of the said Andr. Keen with Rich. Crosse the present Lessee (by vertue of his wife) of the said Smith Hayes, Andrew Keen is to pay unto Rich: Crosse the 20th part of his rent yearly, & the 20th part of Rich: Crosse his ffine from time to time. Let a note of this bee subjoynd in our Leigers unto Crosse his Lease, lest in time this Lady Acre, now belonging to Smiths Haies bee thought noe part of it. But this Mr. Steward thought not fitt, lest the Colledge should bee parties in it.

At this Court there came unto us Eliz: Phelps, who was admitted into a Cottage upon the wast (I thinke in Dr. Pink's time) Mr. Barber said that Mr. Holloway admitted her into the said Cottage without Dr. Pink's consent, but that is evidently false, for the Steward without Mr. Warden's say doe noe such thing. I went from my chamber & called unto mee Mr. Rider (Dr. Deane) & Mr. Steward, I showed unto them what had been built (by the Coll: Leave) upon the wast, the result was that wee would defer her putting in another life untill the next Court, God willing, & soe at this Court, as to her Cottage nothing was done, deferred unto the next. But suppose said Mr. Steward, that before the next Court, this Eliz. Phelps should die & the Parishioners, hee said, put in some other poore, old & decrepit man, how, said hee, should the Coll: gett him out? But this Eliz. Phelps, I said, liveing in another parish, doth rent the Cottage in Kingham unto another under Tenant, & if I sayd, Eliz. Phelps should dye, how would the Parishioners to place in another get the under Tenant out of the said Cottage, which being confessed, Mr. Steward returned into the Court, & noe renewall granted. Afterward Mr. Barber & other Parishioners agreed with Goodwife Phelps to sell her Estate therein, the Bargaine was £11. Then they came unto mee to putt in three lives, such as they should name viz. an old man for whom otherwise they were to build an house, & his two daughters, I asked them, for the change of one Life & putting in of two 40s but by their importunity, & for the old man's sake wee tooke 20s. & afterward Mr. Outrider abated 2s more, & took of them 18s & 4s of Eliz: Phelps for an Herriot. Lastly Petitioners there were for Timber, especially

a Cottager at the end of the Parish in a small house at the end of another, where to find a Tree for him I know not, & from any Coppieholder I would not take it, my Selfe therefore, Dr. Deane & Mr. Steward thought it fitt to allow him 10s out of the fines, conditioning that, that hee the Cottager should bee at all other Charges for Timber & workmanship, & Mr. Archbolt desired by us to see it done.

It. wee allowed unto Goodman Harris one Ashe to mend his Gates unto his yard.

3. Unto Widdow Quaterman 2 Trees for the mending of her Kitchen.

4ly. An old decayed Ashe, that was hollow unto one Watts, but Mr. Archbolt to demand 6d for it, as being firewood, but to give him the 6d againe. This being done, wee rode from Kingham to Cicester in thunder & raine.

AUG. 17. 1667. On that day being Saturday, about 5 of the Clocke wee came from Ciciter to Kingham, Mr. Ball mett us a little beyond the Mill (unto Ciciter wee came from Colerne uppon ffriday, & went not unto Marshfield at all) uppon Sunday Mr. Jackson preached both in the forenoone & in the afternoone, & prettie well, but as they suppose hee borroweth all. On Munday morneing (Mr. Steward being come from his Cosen Plaidells about Ciciter) about 9 or 10 of the clocke the homage came togeather & haveing noe businesse, as to Renewalls, Changes, Differences, or the like, Mr. Steward desired, that, it being Harvest time I would dismisse them unto their businesse, & soe I did when first coming into the parlour unto mee, they had all of them drunke a glasse of Ale.

Most of the ffaults complained of in the last Court were mended, viz. the mill banks by Mr. Archbold, the mill it selfe, & the house called New England.

2ly the Cottage at the end of another house, with the 10s that wee allowed unto the poore man, is now mended.

3ly the Baker now grinds at the mill, & noe difference between them.

4. Widdow Quaterman's kitchen is now made, & all well.

5. One Watts for cutting downe an old Ash for fireing paid 6d unto Mr. Outrider.

Things yet remaineing & to bee done viz. 1st Widd: Hutchin's house, shee will mend it shee saies when mony is more plenteous, or when her sonne getts him a wife with an £100 portion. 2ly Old Harris his gates are not mended with the Ash that was allowed for them, but by Michaelmas they shall be finished. 3ly the 40s owed by Goodwife Crosse upon Mich: Young's Bond is not yet paid, shee pretends that shee hath noe reason to pay it.

Trees allowed for Repaires at this Court Aug 19. 1667 were these, viz. unto Will. ffarrant an Elme to make a Gate. It. unto George

Haddon the Baker two Ashes for the repaire of his Coppiehold.

Memorandum. that Mr. Archbolt hath promised mee, to bring in at our next Audit, God willing, 1. a Terrar of what they hold at Kingham, this Mr. Ball hath promised also, 2, to bring in unto mee a Rentrole of our Tenants there.

More Trees allowed viz. to Anth. Gisborne one Tree to make a Partition in his house. It : to widdow Haddon one Tree to mend the doore of her Barne.

OCT. 29. 1667. I then at the Audit, when Mr. John Ball came to renew his Leases, required a Rent roll & Terrar that before hee promised, but the neither of them were brought unto mee, only promised to bee sent in suddenly unto mee.

DEC. 3. 1667. I then delivered unto Mr. Steward a Terrar of our ffarme at Kingham, written out of our Terrar-booke by Th. Simonds, desireing Mr. Steward to send it to Mr. Archbolt, that according unto that, mutatis mutandis, hee might make a new Terrar. Hee promised to send it about Christmas, by Dr. Barlow's¹ man.

SEPT. 26. 1668. On that day being Saturday about 4 of the Clocke from Ciciter wee came to Kingham viz. my Selfe, Mr. Outrider, Dr. Oldys, Mr. Steward etc ; Mr. Archbolt mett us neere unto Kingham in the ffurzie-close, not expecting us soe soone. Upon Sunday Mr. Jackson read all the Prayers, viz. the Littany, Commandments, the Epistle & Gospell & the Nicene Creed. At the end of his Prayer in the morneing hee used the Lord's Prayer, but not at the end of his Prayer in the Afternoone.

On the morrow being Munday morneing wee kept Court, a surrender wee had of a widdow's Estate with an Herriott thereuppon, viz 35s, & for a Coppie of Licence to Let a yard Land at 12d in the pound 7s. 6d. I enquired of the Tenants whether the Trees allowed the last yeare were well imployed, it was answered, yes, and to repaire their houses yet more they desired yet further, & I also granted, 1st unto Anthony Gisborne to make a part of his Coppiehold higher to enlarge his Roomes, & remove his kitchen chimnie 3 Elmes & one Ash out of his backside, 2ly to William ffarrant one Elme to make a paire of Gates, 3ly to Rich: Haddon one Ash to make a paire of Gates, 4ly to Rich: Eaton one Ash for Gates, 5 to John Harris one Ash to repaire his Carthouse, 6 to Anne Quaterman One Elme to make a paire of Gates, 7 to Will: Watts one Ash to make a Cart, All these I then granted requireing Mr. Archbolt to see them well imployed & all mended before the next Court, God willing. I required also of Mr. Archbolt

¹Probably Thomas Barlow D.D. provost of Queen's College, Lady Margaret Professor, 1660-76, Bishop of Lincoln, 1675-1691 (See *Dictionary of National Biography*).

a new Rent-role & a Terrar which hee promised to bring in unto mee at the Audit.

At this Court one Adams (I thinke) whose ffather had built a Cottage uppon the wast desired to have a Coppie for it. One Dod, who married his sister being also in it, haveing two children & intending to marry a wife of the same Parish who hath 4 children To Lett out the Tenement which shee hath & to live in this Cottage, thereby to exclude the aforesaid Adams, who built it, but this must not bee. Adviseing with Mr. Steward it was thought fitt not to give him a Coppie to avoid the clamour of the Parish, but to tarry untill one of them was dead, & then, if Mr. Warden thought fit to grant a Coppie unto the other, only this much I yeilded unto, that I would not grant a Coppie to the other who married the widdow with 4 children.

At two of the Clocke in the Afternoone wee sett out for Adderburie, & came thither by six, late enough.

Nov. 6. 1668. Looking over my Acquittances I found that I wanted all the Acquittances for 23s. 5d. & a pound of Pepper paid by Mr. Archbold unto Mr. Ramdsen. I have only the Acquittance of 1659 paid by Mr. Bromesgrove. Require the said Acquittances of Mr. Archbold at the next Progresse or sooner.

SEPT. 15. 1669. On that day being Wednesday at night about 7 of the Clocke wee came from Heyford unto Kingham, viz. my Selfe, Mr. Percivall Outrider, Mr. Steward, Mr. Archbolt etc (Mr. Moreshead the intruder in Heyford continued in our Company). Mr. Archbolt told us there was noe businesse, which wee were sorry for. On the morrow being Thursday, Sept the 16. Mr. Steward kept Court & gave the Charge. Before dinner I went with Mr. Archbolt & some of the Tenants to see the Tenants houses, who had Trees allowed them for Repaires (ut supra). Three of them had not imployed the Trees that were allowed viz. Rich: Haddon one Ash for the Repaire of his Gates. Rich: Eaton one Ash for his Gates, & Joh: Harris one Ash for the Repaire of his Carthouse.

At this Court wee had only one ffine viz. 10s for a small Coppiehold uppon the wast, granted heretofore by Dr. Pinke unto one Adams. This Adams & his sonne Thomas built it, his Sonne had two Children, Sonnes (as I thinke), his daughter married with one Dod & came & lived in the same house, who after the death of his ffather desires a Coppie of the said Cottage, which at this Court was granted unto him, Durante Bene placito as it was granted to his ffather by Dr. Pinke. Now in the Life time of Rob. Adams the ffather one of his daughters married with one Th. Dod a weaver, who after the death of the said Robt. came & lived in the said Cottage by the leave of his mother-in-law who was then liveing, & soe continued untill this present Court ;

when wee granted a Coppie unto Th. Adams the Sonne of the said Robert.

At this Court I desired Mr. Archbolt to bring unto the Coll: the Acquittances for the Quit Rentes paid unto Mr. Ramsden¹, & John Dyer². Remember also that hee signe the Terrar, & Rent Role.

Trees allowed unto Tenants at this Court, viz. unto Rich. Crosse one Elme for the repaire of his Gates, To Anne Huggin widdow one Elme, & one Ash for the repaire of two Gates, To Will. farrant one Elme for the repaire of his Cow-house, To Joh. Boulter one Elme to make doores for a Barne, To Will. Watts one Elme to make a Plumpe, To Widd. Quarterman one Ash for Plough-timber. It: I granted unto Mr. Archbolt one Elme to bee cutt off from the ffarme land to make a Beame or Axelltree for his mill-wheel, there being noe Elmes uppon the Grounds belonging unto the mill.

About eleven of the Clocke my Selfe with Company, Mr. Archbolt, & Mr. Ball tooke horse for Ciciter, they rode with us about 5 miles, wee arrived at Ciciter (the weather being very hott & faire) between 3 & 4 of the Clocke, the King's head was full of Strangers, soe that wee were forced to the topp of the house.

On the morrow viz. Saturday Sept 18th about 11 of the Clocke, wee sett out for Marshfield, toward the end of the journey my Nagg stumbled. Hee fell uppon his nose the 1st time, but the 2nd uppon his head, & broke the skin of his fore head, at that stumble I could not but fall, yet blessed bee God I had noe Harme; uppon the way at the end of the last lane, Mr. Harris & his sonne mett us, Dr. Alworth had a cold & durst not stay for us, but rode before to Marshfield, wee came thither between 4 & 5 of the Clocke.

Uppon Sunday Sept 19th in the morneing Mr. Kenning preached & very well. To sermon the people come, but not to prayers. In the afternoone wee had prayers only, but at Mr. Gosletts at the same time there was a Conventicle, & many people at it, very few at Church, except our owne Company.

DECEMB: 31. 1669. I sent a warrant then unto Mr. Archbolt to assigne unto Goodman Boulter off ffrom his premisses 3 Trees for the Repaire of one side of his Barne. Enquire, God willing, how disposed of?

JULY 18TH. 1670. On that day being Munday in the Afternoone about one of the Clocke my Selfe, Mr. Minshall outrider for Mr. Sewster,

¹ Paid to Mr Ramsden for Land, viz.		
The Water Mill	18s 1d.	
Parcel of land called Carpenters.	5s 1d	
Other lands.	3d	£1 3s 5d.
For lands called Smith Leys 11b. of Pepper.		

²Paid to Mr. Dyer for part of the Mill. 7½d.

Mr. Steward & our Servants rode from Oxon to Kingham ; at Church-hill wee mett Mr. Archbolt who told us that at Kingham there was noe businesse, only that some would petition for more Trees.

Noe other Businesse at this Court only Mr. Barber, & another freeholder of the Parish with Th. Boulter a Smith, Mr. Ramsden's Bailiffe came to my Selfe & Mr. Steward Wither in the Garden & complained that at the last Court I had granted a Coppie unto one Tho. Adams in a Tenement built uppon the wast, which they said, was built for his ffather at the Charge of the Parish, & also, that a poore fellow a weaver, uppon that account, who had many children about seven by two wives, was like to come uppon the Parish, they pretended also a Promise from mee that there should bee noe Coppie granted of it. But 1st this was false, as appeares by my notes. 2ly the Tenement of Th. Adams the Parish did not build as Mr. Archbolt told mee, but Th. Adams his ffather built some part & Th. Adams his sonne the rest, some of Th. Adams his Timber is by the Tenement as yet remaineing, as Mr. Archbolt said. If the Parishioners assisted in anything it was in some small Gratuities, but the Tenement as Mr. Archbolt saies, was not builded by them. 3ly the poore fellow (now in the Parish) the weaver first marryed the daughter of old Adams, or Th. Adams his sister, who with her mother, whilst shee lived, sojourned in the said Tenement with her, hee had two children by her. Afterward hee marryed another wife, of the same Parish, by whom hee had an house & some land & 5 children by her, but the last land etc hee sold & dranke it out, being now very poore & the ffreeholders denying the validity of our Coppie, would have the Coll: Tenement for him.

But Mr. Steward told them that the Justices of the Peace, with the assent of the Lord of a Mannor, may build up a Cottage without the assent of the ffreeholders (the ffreeholders right is granted by the Justices) & they have nothing to doe with any Cottage uppon the wast, that belongeth unto the Lord. The ffreeholders talked high, as if they would sue us, but lett them doe what they please. There was a Coppie granted before, & I granted another unto the sonne of him, who as they say had builded the house. This being said, wee left them.

Afterward I went with the Homage to see the reparations about the Tenants houses which are all done.

Then I returned home, Mr. Archbolt telling mee in private as from Th. Boulter the Smith, that Mr. Ramsden would sell his meanes here & buy in Holyfakes¹ where hee liveth in Yorkshire. I tooke an Account of Mr. Ramsden's Land in Kingham (hee had been a Clothier & grew rich by it, especially as marrying a wife who, by the death of ffriends, brought unto him this Lordshipp in Kingham & much land besides).

¹Halifax.

His meanes in Kingham is this, as Mr. Archbolt told mee, viz.

Th. Boulter had in Kingham from Mr. Ramsden 2 yard Land at £20 per Ann, & but one life in it. This hee would sell at 14 yeares purchase per £280.

Th. Boulter held of him 3 yard Land & $\frac{1}{4}$ at £30 per Ann, haveing two lives therein, which at 7 yeares purchase doth come unto £210 Widdow Hawkyn held 2 yard Land at £20 per Ann. haveing but one Life therein, per at 14 yeares purchase £280.

Widdow Mayer hath 2 yard Land & some Closes at £26 per Ann, & one Life therein ; per at 14 yeares purchase £364.

Will: Pope hath 2 yard Land of him at £20 per Ann & 2 Lives therein, per at 7 yeares purchase £140.

Widdow Saunders hath of Mr. Ramsden $\frac{1}{4}$ of a yard Land at 50s per Ann, & one Life therein, per at 14 yeares value £35.

This is the highest rate that any man can aske according unto 20 yeares purchase, whereas Land may now bee bought at 18 yeares purchase. The Totall according to Mr. Ramsden's demand above mentioned doth amount unto £1309.

After I returned to the ffarme & before dinner, some of our Tenants desired some more Timber, viz. Jam. Williams one Elme to make a Top-piece for his Coppiehold & to Rich. Smith a decayed Ash to make two Posts for his Gates, these I granted & assigned.

JULY 20. 1670. That day about 12 of the Clocke wee left Kingham & rode toward Ciciter, the way & weather very faire, but very hott, between 5 & 6 of the Clocke wee came to Ciciter to the King's head where wee lodged & were kindly used. About 5 miles of the way Mr. Archbold rode with us & then returned, see what followed in Marshfield.

Noe ffines or Renewalls at Kingham : the Outrider was forced to borrow of Mr. Archbolt 50s, what wee shall doe at the Audit I know not.

JULY 26. 1671. On that day being Wednesday in the afternoone about 6 or 7 of the Clocke, my Selfe, Mr. Outrider Sewster (for Mr. Minshall) Mr. Steward & our Servants came from Heyford Warren to Kingham (in our journey wee saw Bushells Wells¹ ut† in Heyford) Mr. Hagger mett us at Churchill & rode with us to Kingham. On the morrow between eleven & twelve, my Selfe, Mr Outrider Sewster & Mr Hacker walked into the Parish to see the Cottage in controversie, viz. the Cottage lett to Th. Adams by Coppie which the Parishioners would have to bee a Towne house² for a poore woman (one Dod I thinke) that hath 5 or 6 small children & noe house to live in. ffrom

¹See p. 43.

²Meaning apparently a house held for the purpose of charity, whence is derived the American sense of an alms-house.

that Cottage wee walked into the Corne ffield, between a ffield of Wheat & Barley on the one side, & Beanes & Pease on the other. Mr. Barber in his Land had trespassed much. 1st upon the Grazing Ground (towards the bottome of the hill) which belongeth one yeare unto Mr. Barber & another unto our Coll: ffarme; at the lower end of his ffurlong hee hath plowed into the Greenswerd about 5 or 6 yards at the upper end about a yard. In the way upp higher hee plowed too farre into the King's high way, & by that meanes, doth force the Carts on the other side of the way to trespasse too farre upon the Coll: ground that is opposite to Mr. Barbers, & this hee hath done in divers places. About 12 of the clocke wee returned home & dined.

After dinner Mr. Barber, Mr. Powis & some other ffree-holders with some of Mr. Ramsden's Tenants came to us desireing to know what they should doe with the poore woman & her 5 or 6 children that lye out of doores? I told them that they must hire an house for them, they answered, that noe house was to bee hired for them, & entreated that the Cottage above mentioned possessed by Th. Adams, or his Tenant, might bee assigned for the poore woman & made a Towne house, as they say it was intended to bee. Alleaging my Promise (ut supra).

Robt Adams the Cryer had 2 daughters (as they told mee) & both of them lame; one marryed unto one Dod, a stranger, & warned by a Justices warrant to depart the Towne (as Mr. Barber then said) & never seen since, their Request was that the other being lame & unmarried might continue in the house soe long as shee continued a maide & behaved herselfe well, this I granted (ut supra). 2ly They desired that if by the following Court the said maid was gone, the house should bee allowed unto such a poore man or woman, as the Parishioners should commend unto mee, reserveing the Colledge yearly Rent of 2d per Ann. This Mr. Barber saies I also granted (vid supra). And this might bee true, but Mr. Barber & the ffreeholders mentioned indeed the 2 lame daughters, but not the Sonne viz. Th. Adams, whereuppon supposing there were noe more, or noe Sonne that had more right thereunto than the daughters.

I granted what is above written viz. that if Adam's his children were provided for (I knew at that time of noe more than the two daughters) that then I say, such poore man or woman whom the Parishioners should commend should enjoy the said Cottage, but since, viz. at our Court Sept. 26. 1668 Th. Adams came & desired a Coppie (as his ffather had) of the said Cottage & in the following yeare Sept. 15. 1669 a Coppie was granted unto him (ut supra) because hee partly built the house (together with his ffather) & was his Sonne, & what reason was there, when, the Sonne had built an house, that the daughter, or sonn's sister should enjoy it & eject or dispossesse the sonne. ffor this Reason the Coppie was granted unto Th. Adams the sonne.

After much discourse with Mr. Barber & the rest concerning this Cottage (which they desired to bee a Towne house) & concerning some encroachments in the ffields uppon the Coll: Land & King's high way. Mr. Steward told Mr. Barber & the rest that whereas the said Mr. Barber etc had Indited my Selfe & the Coll: for erecting a Cottage without 4 Acres of Land, that the Justices at the next Quarter Sessions at Michaelmas should determine the Business, that there & then wee should bee ready to Answer, & that if the Justices would pull downe the Cottage they might, but a Towne house hee said, it should not bee, & soe they departed out of the Parlour; Mr. Steward went into the Court, & tooke the Presentments, dessolved the Court also.

After this some Tenants desired Timber for the Repaire of their houses, viz. Widd: Huckins 5 Elmes to build 3 baies of her dwelling house. To Rich. Haddon 3 Ashes for plow- Timber (hee has built a new House). James Williams one Elme (in controversie between him & one Boulter, but adjudged by our Homage to belong to the said Williams) I say one Elme to make a paire of Gates. To old John Harris one dead ash (if good for nothing else) to make him a ffire in the winter. To Antony Gisborne one Ash for plough-timber, To Widd. Quaterman one Elme for her Cart house.

Againe the Partie for whom the Parishioners desired this Cottage was one Dod, who had noe reason at all to enjoy this Cottage. Hee was by his trade a weaver as they say & marrying the daughter of Robt. Adams the ffather, or sister of Th. Adams the sonne, did live with his wife in this Cottage for the Life time of his said wife, & had 2 children by her who are yet alive, when his wife was dead, hee married againe with another woman in Kingham who had 4 Children but an House & Land in Kingham to live uppon, as also, besides this Cottage, Dod himselfe had (Hee also, they say, had an house or Land in Kingham). Now Th. Adams (a Carpenter as they say, about London) when his Sister was dead, & when hee perceived that Dod would marry againe & bring his wife into the same Cottage & lett out or sell his wife's Cottage which shee had in Kingham, came downe from London unto the Court, held there in Kingham Sept. 26. 1668 (ut supra) & desired, that rather than Dod (as stranger as to that Cottage) & one that by his wife had another house in the same Parish to live in, I say, Th. Adams, desired that as his ffather Robt. Adams, soe hee the sonne (haveing built a part of it) might have a Coppie granted unto him, & that it might not (as a Towne house) bee inhabited by Dod & his wife with 3 Children.

This I thought to bee very reasonable, but from that Court deferred it unto the next. But at that Court Sept. 15. 1669. a Coppie was granted to Th. Adams (ut supra) as being Sonne, & now only Child remaineing of his ffather, & who in the 3rd place (with his ffather)

had built the said Cottage ; When a man hath built or been at the charges to build, shall hee not enjoy ? can any man, in aequitie, deprive him of it ? But some of the Parishioners did replye, that they, the Parishioners did build the said Cottage, & not Robt. Adams or his Sonne ; This false, as Mr. Archbolt told mee, & Widdow Huckins as yet alive, did attest to Mistress Ball that the Parishioners gave them noe more than the Carriage of 3 Loads of Stone. 4ly The Parishioners endeavour, if they can, to make it a Towne-house, that is, that the Lord shall have a wast, & the Parishioners dispose of the Buildings upon it.

About 11 of the Clocke after Breakfast, my Selfe, Mr. Outrider Sewster, Mr. Steward, Mr. Ball & his Brother, with our Servants rode from Kingham to Cicister to the King's Armes there, unto which Inne wee came between 4 & 5 of the Clocke, before the Thunder & the Raine which began about 5 of the Clocke. At that time there was in that Inne a Bathe-Coach, that had carryed some of the Earle of Lynsey's¹ ffamily into the north. The Inne-keeper asked of Mr. Steward whether hee would not ride in this Coach to Marshfield unto neere unto it, Mr. Steward for his little horse sake was glad of the Opportunity ; & soe was I myselfe also. On the morrow about 9 or 10 of the clocke wee sett out for Marshfield, goeing by Tedbury, but the way, though good & open is very long, & the Coach man also, though not out of his owne, drove us out of our way somewhat beyond Marshfield toward the Bath. The weather was foule, & my nagg lame ; soe that before wee could reach Marshfield wee were wett, Mr. Outrider Sewster & our Servants very much, but after a mile & halfes rideing about 7 of the clocke wee came to Marshfield. Mr. Harris & his Sonne had been waiting for us in the old way from 2 of the clocke untill six, & about 7 came to Marsh to us. My nagg began to bee lame at our goeing out of Ciciter & in the way grew worse & worse, from the Coach to Marshfield Mr. Outrider rode him, the occasion of his Lamenesse, was, as wee hope, the leaveing of a naile.

JULY 16. 1672. On that day being Tuesday, about 3 of the clocke after dinner at Heyford, my Selfe, Mr. Outrider Longworth, Mr. Steward etc rode from Heyford towards Kingham (12 miles as they say but surely 16).² Our Tenant of Kingham mett us between Kingham & Chipping Norton, wee arrived at Kingham about 7 of the clocke & were 4 hours in Comeing, yet rode pretty hard.

Noe Life to bee renewed at this Court, I only granted some Trees, viz. one unto Will. ffarrant for repaires about his owne house, two unto Widdow Huckin to ffloore her new Roomes, one of them from off the Coppiehold of Will. ffarrant, the other from off the Coppiehold

¹John Lindsay, 1st Earl of Lindsay.

²Via Chipping Norton the distance is about 18 miles.

of Widdow Quaterman, It: one old decaied Tree unto Goodman Harris for fferwood.

On the morrow Jul. 18 being Thursday about 10 of the clocke, my Selfe, Mr. Outrider Longworth, Mr Steward etc with Mr. Hacker sett out for Ciciter & came thither about 4 of the clocke, the weather faire, & wayes drie.

JULY 19. 1673. On that day being Saturday about 11 of the clocke my Selfe, Mr. Outrider Percivall, Mr. Steward & Servants arrived at Kingham, Mr. Steward before dinner kept the Court, there was little businesse, only the change of one Life, wee had for it 57s 6d. In the afternoone Mr. Hacker showed unto us the Trees, Ashes & Elmes that hee cutt downe upon the wast, which the other Lords layd claime unto (viz one Dyer & Mr. Ramsey) but Mr. Hacker cutt them downe & brought them home into his Gate. Uppon advise it was thought fitt, that the Trees (viz. foure) should bee layd up together, under some house, or wall, & the Lopp of the said Trees, & other Brush or furzes uppon them untill the right of the Lordship was knowen; upon Sunday after Prayers, Mr. Ramsey's Bailiffe did come to Mr. Steward to demand the Trees cutt downe on the wast, as also the Cottage built uppon the wast, the Quarrie of Stones, & halfe of the Lordship. His Answer was that if Mr. Ramsey would appoint a meeting & show what Evidences hee had for the moiety of the mannor, without any suite it would doe well, but if hee would goe to Law, wee should stand for our owne right.

Old Goodman Harris desired an Ash to make some Rafters for his house, One Watts an Elme for Repaires, & Widd Quaterman an old Ash for ffire wood.

Uppon Munday about 9 of the Clocke, wee tooke horse for Ciciter, the weather faire, but the wayes very bad & full of water, very dangerous, about 4 of the Clocke wee arrived at Ciciter, where wee found a successor of Punctaeus¹ upon the stage, with other men, that showed tricks, as turneing round in the aire, & falling againe upon his Leggs, with a drumm under one Arme, & a sword in the other hand. On the morrow morneing being Tuesday JULY 22. 73. wee rode to Marshfield & came thither about 4 of the clocke, Mr. Harris & his 3 sons, that had been, & were of New Coll: mett us at the Alehouse, wee supped all together at Mistress Viners, & on the morrow Jul 23. rode to Colerne.

AUG. 22 1674. On that day being Saturday in the afternoone about 4 of the Clocke, my Selfe, Mr. Hobbs outrider (for Mr. Cox) Mr. Steward, Mr. Hacker & our Servants arrived at Kingham (Mr. Out-

¹John Puncteus, a Frenchman professing *Physick*, who was granted a licence by Sir Henry Herbert to exercise *The quality of playing*, and to *sell his drugs*. Gerald Eades Bentley, *Jacobean and Caroline Stage*. Vol. II. p. 537.

rider & Mr Steward had tarried a little at Idbury to drinke with Mr. Loggins). On the morrow being Sunday, Mr Jackson preached in the florennoone & afternoone also, my Selfe, & Mr. Outrider with our servants went unto both sermons. In the morneing hee read almost all the Prayers, the Litany, Commandments, Epistle, & Gospell, omitting very little, soe also in the afternoone ; Mr. Steward went not unto either sermon.

At Kingham wee had very little businesse, there was only one Reversion in a Cottage, the ffine was 22s 6d & a little too hard. My Selfe & Mr. Outrider after dinner looked uppon the Elmes that Mr. Hacker the last yeare had cutt downe for the use of the Lord, they are six in number, Two have some Timber in them, the rest are only for the ffire, it was thought fitt, that whereas Mr Hacker wanteth some Timber for the repaire of his pigeon house to give him the said six trees toward the Repaire thereof, the Rafters at the west side of the Pigeon house have thrust out the plate, & the wall also, which is to bee mended. At this Court wee also granted some Trees to the Tenants viz. one old decayed Ash to old goodman Harris for fireing, & another to Antony Gisborne, with part thereof to mend his Gates, & the other to burne. After this my Selfe, Mr. Outrider Hobbs, Mr. Steward, Mr. Hacker & our Servants tooke horse, about 2 of the Clocke, & rode towards Swalcliffe.

Mr. Hacker told mee Aug 23. 74 that Mr Serjeant Holloway¹ talking at the Assizes at Oxon did tell him, that there has been a Suite in Dr. Pink's time concerneing the Royalty at Kingham, but what was the issue hee did not tell him. Enquire of Mr. Serjeant 1st about what ? 2ly betweene whom ? 3ly In what Courts ? 4ly what was the issue ?

Before the Progresse came to Kingham one Dyer a Londoner who hath a little Land & Lordshipp, as hee pretends in Kingham, (whilest Mr. Hacker & the rest of our Tenants were at a ffaire at Stow of the old² as Mr. Hacker said) did lopp an Ash in Kingham, not farre from old Harris his house in Kingham, & gave out in the Parish that the Lopping of the said Ash & carrying of the Lopp away was sufficient to assent his right unto the Royalty. Mr. Steward would have Mr. Hacker cutt downe the Tree, but in this yeare it was not done.

Sept the 24 Caroli Imi undecimo vel Anno Dni 1635. There was a Suite, or Triall at Law between one Walter Theyer, Plaintiff and John Allen Defendant concerneing some trespasse in a place White Quar. hill in Kingham about 29 Acres of Pasture, in the Common Pleas, where the mannour (as Mr. Serjeant Holloway beleiveth) was proved to belong unto the College. See the decision against John

¹Sir Richard Holloway, Fellow of New College 1644, expelled by the Parliamentary Visitors 1648.

²Stow on the Wold.

Beaupo, in his chartis. Send to Mr. Hopkins to enquire of Mr. Holloway (Serjeant at Law) in what Court the Tryall was, & to search therein what was the issue, or verdict of the Court, & if for the Coll: to take out the Sentence given to that purpose.

IV.
STANTON ST. JOHN

Memorandums of all the Courts that have been kept at Stanton since
Apr. 12. 1659.

SEPT 26 Wednesday to Staunton to dinner, & thence backe againe to Oxon.

DEC 8. 1659. Allowed then to Mr. White not to new Build his Barne, but to repaire his House, soe much Timber as Mr. Varden & Mr. Outrider should thinke Convenient.

MAY THE 17. 1659. Allowed to Mr White toward the Building of his Barne above what was granted before, three Tunne, I say 3 Tun: or 150 feet.

Conditioning that the uselesse Timber before allowed bee returned unto the Coll: for ffirewood.

To Mr Cox Oct 27. 1659 for the repaire of his Cottage in Stanton 120 feet.

Barke, Lopp & Topp reserved.

To Hobbs the Miller Apr 9th 1660 ffor repaire of his Mill 20 or 30 feet.

Allowed uppon the Coppiehold of Richard Bourne to make two Gates uppon the same, one Tree uppon the entreatie of Will. Redhead whose Sonne Gabriel Redhead is the 3rd in Reversion.

APR. 19. 1661. On that day wee kept Court there, wee went thither very early because Mr. Outrider & Mr. Steward were to goe from thence to London.

At this Court there was much adoe between old Widdow Wilmott tenant in Possession, Tobias Browne, Hatter in Oxon, tenant in Reversion, & young Widdow Willmott, Edw. Willmott's widdow. Old widdow Willmott desired the putting in of a Life in Reversion uppon a pretended Custome that they have, as they say, at Stanton under Mr. John Hollowaie's hand heretofore Steward that the 1st in Reversion, as well as the Taker may put in whom Hee or Shee pleaseth. The young widdow pretended that the Reversion belonging to Brown was only in Trust, made unto him by Edw. Willmott uppon a Bond of £200 to resigne the said Reversion to Edw. Wilmott, when hee should pay him his £60 with interest uppon interest. This Edw, Willmott dyeth & makes noe alteration (as hee only could doe by the Bond). His widdow tenders the mony with interest before Mr. John Holloway, & desires, that one of her Children being a Wilmott may have Mr. Browne's Reversion, & the other Life. I demanded, if soe, whether shee would by her selfe or her ffriends. 1st pay Mr. Browne his debt with interest ? 2ly pay the Coll: ffines ? 3ly Discharge the Parish of

herself & children ? shee said that by her friends shee would ; But they being called would not undertake it. Here uppon Mr. John Holloway desired, that wee would respite the Businesse unto the Autumne Progresse, but that my Selfe, Mr. Outrider Geeres & Mr. Steward did conceive might bee very prejudiciall, if the old woman should dye, then Mr. Browne would bee in possession, & by the Custome name whom hee pleased.

And soe it was resolved at last that the old Widdow should putt in whom shee pleased uppon these Conditions. 1st that the old widdow should provide for one of the Children. 2ly that Mr. Browne should give £16 unto two other Children. 3ly that the old widdow should suffer the young widdow to Live in her house, which shee promised soe long as shee behaved herselfe Civilly, Modestly, & Loveingly & withall, did noe wrong to the Houseing, & if soe, shee said shee might live therein soe long as the old widdow lived. 4ly If Mr. Browne would pay for a ffine £14 which hee yeilded unto. And when Mr. Holloway urged, that if the old widdow should resigne her Interest, what should become of the younge widdow then ? Mr. Browne, for ought I could find would promise little, soe that then, shee must come to the Parish & bee provided of an house by them. This was the best course wee could take at present, to provide for the Children, & the Parish.

At the same Court there was much sollicitation for a poore man, that had built an house out of a Barne of the same Coppiehold, the desire was that the said Barne from the house might bee divided, & the poore man have a Coppiehold for it, but I utterly denyed it unto all that asked it of mee.

It : I allowed an Elme unto the Miller to repara a Skeeling¹ at the mill. The Skeeling then was almost downe & rotted with age. I allowed him an Elme for it, & for his good Husbandrie, haveing such store of Trees uppon his Ground.

from the Mill (haveing seen Mr. Tipping's house before) I went to Mr. Cox his house to see that, which hee, as well as Mr. Tipping, is about to new build.

Thence unto Widdow Willmott's house, where some part of the Barne walls are decayed but not much. Thence I rode with Mr. Cox to Woodperry, & saw by the way what Mason had grubbed upp of the bushie Bawkes, viz. about an Acre of Ground, or very neere soe much, thence unto the House, which is prettie well built & soe to Oxon.

Timber allowed at Stanton. 1st to Mr. White in lieu of the Timber hee spent about his mansion house, which is now prettie well in repaire, 14 Tunne. To bee spent in building his Barne, soe much the Carpenter said, & would sweare, that hee had spent in repaire of his house, viz of that Timber which was allotted for the Barne. It :

¹Sloping roof to a shed, a lean-to or a penthouse.

3 Tunne more as allowed by the Company May 17. 1659. (ut supra). It : to Mr. Tipping who intends to new build his house, & hath great store of Trees in his backside [blank in text] Elmes at present.

Memorandum. God willing, at the next Progresse there, to demand Rent for the house built uppon the Lord's wast by Mr. Powell of ffofall¹. But now morgaged to Mr. Herne, & in his, or his Tenant's possession, Tis a Smith's Shopp worth 40s per Annum. If uppon our wast & they will not take a Lease of it & pay rent, then sue them for it. See our Counsellor Holloway.

OCT. 31. 1661. On that day before dinner after the Sealing of some Leases (viz Hornchurch & Pettie Wales, London.) & the Proposall & ffines sett of other Leases. I proposed the Businesse of Mr. Knowles shoven unto mee by his Steward viz. £180. 8s brought in by his under Tenant, Mason, as spent uppon his house at Woodperry whereof £33. 10s was layd out in Timber, viz. Lathes, Boardes etc (as in the Notes & Papers of Woodperry) which said £33. 10s in such materialls hee desireth to bee allowed by the Colledge. The Company were unwilling to heare of it, but I told them, that this was done before my Time, when allowances made of Timber were not looked after, & thereby this Inconvenience cometh uppon us. And the fault that then was, is now also, said Mr. Thomas, ffor Timber is allowed, & noe care taken to see it bestowed.

I desired to know, in what place ? Hee answered in the Timber allowed at Stanton to Dr. Stevens & Mr. Oxenbridge who had much Timber allowed, & a note thereof brought in by himselfe (viz. Mr. Thomas) & another of the ffellowes of 124 Trees, allowed for Woodperry house, & the Bonds not sued unto this day. But 1st did I allow of that Timber ? if soe, I should have seen it better bestowed. Noe, said hee, but uppon knowledge of the wrong done unto the Coll: in mispending the Timber, selling it & the like, as also of a vote passed by the house, that Dr. Stevens (our Lessee at that time) his Bond to his Counterpart should bee sued, as Mr. Serjeant Holloway had advised (pag. 16th of my Booke of Businesse with the Company). I (said hee) with whom the Care of all such things are left, had, as yet done nothing in it.

But I answer, it is true, that a Complaint is made against Dr. Stevens, for the Timber allowed & not (as tis said) imployed. But asking Mr. Cox of Stanton what became of the 30 Trees out of Stanton Woods, & 30 I thinke from off the Premises, hee saies, that, hee thought they were spent by Mr. Oxenbridge uppon the House, the only Losse or wrong, hee said, unto the Colledge was in pulling down the old house & barne (Q. who did that ?) & Letting the Timber lye for 7 or 8 yeares before it was used, whereby the lesser peeces of it were stollen, &

¹Mr. Powell, tenant of Mynchin Court Farm, Forest Hill.

at last all, most all imbecilled. But what man of Stanton or thereabouts can swear (as they must doe in the Court) that the Timber was imbecill'd or sold by either Dr. Stevens or Mr. Oxenbridge or Esq; Knowles. This must bee sworne in the Court, & an Oath taken as to each particular of Mr. Thomas his Note carry that, (see that note among my Papers concerneing Woodperry) or else the Cause will not bee adjudged for us. Memor: God willing, at the next Court.

Lett Mr. Cox, Mason, Ball & other Tenants of Stanton bee particularly examined about the said note, & lett it bee seen, whether any can swear unto the Truth of them.

Enquire also at Stanton what Mr. Mason hath done with the Timber taken from Ball's Tenement in Stanton, when last I was there, two Baies were standing, but one uncover'd, & since, they say, the Timber of the Bay is taken downe by Mr. Mason. Enquire about it.

SEPT 24. 1662. On that day in the morneing I was told by Will: Ball, that Dr. Pinke bequeathed unto the Parish of Staunton St John an £100¹ which the Parish put out & made it £120 wherewith they bought £6 per Annum. It was purposely given to bind out children to bee Apprentices. Q. at the next Court, whether soe employed, if not, require it.

OCT 27. 1662. On that day about ten of the clocke wee rode to Stanton, & by the way, wee went to view Woodperry, the great Barne there by the great wind the last yeare in two or three baies at the South End of it was much wronged. The Brases on the west side of the 3 Baies were broken whereby that part of the Barne did Leane to the East side; the farmer Mason desired some Timber to propp up the said Barne, because as his Carpenter of Headington said hee could not mend it. Lett therefore ffrogley the Carpenter of Oxon goe over & see it. It will bee but a Breathing of the Horses, with Skrewes as I suppose, it may bee sett up to rights againe, & the brases againe putt in. Enquire of that.

ffrom Woodperry wee rode to Stanton, where being alighted, I went & saw Mr. White's new Barne, at the west end of the former, but narrower by about two feet, the Rafters thereof too thin, & too small, yet Mr. White protested, & the Carpenter assured us that all the 17 Tunne before granted was spent about it, & 4 Tunne of his owne buying.

ffrom thence before dinner I went to see the houses out of repaire, & 1st to the mill, where I found that 3 Trees were blown downe, two of [them] prettie good ones, & one small one, the biggest of them

¹According to the Deed in 'Registrum Evidentiarium' vol. 2. pag. 685, in the year 1647 Dr. Pinke bequeathed £110 to purchase an Annuity for apprenticing children of either sex, born in the Parish of Stanton St. John, not £100 as mentioned by Woodward.

as I thought would mend the Skeeling¹ & the rest might bee sold. But shee & the Carpenter desired, that besides the Oake allowed unto her out of our woods already, I would assigne her some more Timber to mend her mill. But that I denied, & told her, That if shee wanted more Oake, shee must buy it. Then the Carpenter desired, that the Elmes (above what shee used for the Skeeling) might bee sold, & that some more Oake might bee bought with the mony. This I was not unwilling to Grant, because the Elmes were upon the Premises & soe her owne Timber should mend her mill. Shee also desired some Crabbtrees, or service trees out of the Coll: woods to make Coggs for the mill wheele. Mr. Cox said that shee had some of them every yeare, & that there were but few in the wood, however one service tree was allowed by mee.

ffrom the mill, in the Raine, I went to see Goodman Biggs his house, which was not yet mended, one tree allowed was cutt downe, but not brought home, another not as yet cutt downe, yet two Carpenters were there at worke to mend the Cowhouse etc, but they used some Timber that was rotten, as it seemed, & it had been better to have used none, & for Rafters hee used small poles.

Thence I went to Mary Cox her house, where an Hovell was out of repaire, one end or side of the joyces lying upon a wall of a Tenement belonging to Queen's Colledge, soe that one side of the said Hovell was to bee made new, some part of her house was mending at the whilst I was there, by a Thatcher etc. I threatened all these three above mentioned that I would take the fforfeiture of their Coppieholds etc. & gave such order to Mr. Steward, but withall commissioned to beare with them untill the next Court.

I saw also a little peece of an house in Stanton called Balls holding now belonging to Woodperry ffarme, & Mr. Knowles ; where I found that a Bay of building was taken downe. At the last Court it was standing but haveing noe thatch on it, now it was all taken downe, except 3 or foure Rafters, I asked Mason about it, hee said, that hee knew not what was become of it, & had taken away none of it ; the woman that lived in the house, shee afterward came & said, that there were but two or three Rafters more than are, but that, as to my remembrance, was utterly false, & I must therefore charge Mr. Knowles with it.

After dinner I sett a ffine on Mr. Tipping's Coppiehold for the change of 3 Lives £13-6s-8d Herriott & all, on Spensers Coppiehold of £27 per Annum for the change of one Life & an Herriott £8, as also one Life to a Cottager uppon the waste, exceeding unwillingly. I would have pull'd the Cottage downe, but the Inhabitants told mee that then they must build another for him & without a Coppie (though hee had an house) yet hee would pay nothing. To keep our Rent of 2s per

¹See p. 74

Annum, & because hee was otherwise to have an house for nothing, therefore, I gave him a Coppie thereof for his Life, or soe long as hee behaved himselfe as hee should. Hee paid noe ffine for it.

After that, there came divers Tenants to desire Timber for the repaire of their Houses, viz.

1. To Marie Cox to repaire her Hovell. 2 Trees.
2. To John Ball from off the wast to mend his house. 2 Trees.
3. To Widdow Hobbs for Coggs for the Mill. 1 Service Tree.
4. To Mr. White to rebuild an old Livery Stable, out of the Colledge Woods. Three Tunne.

He hath promised after this to begg noe more.

After this I withdrew into a private Chamber in the house & examined some of Stanton men, viz. Mr. Cox, Mason, & John Ball, concerneing the wast that was made by Dr, Stevens his Assignes ; but the night comeing on, I could but examine them in part, & desired Mr. Cox to bring the men to mee to Oxon, viz. Mason, Ball, Browne, Spencer, etc. such as did know anything concerneing the wrong done there.

MAY THE 2ND. 1663. On that day wee rode to Stanton, from thence wee went first unto the woods to see for a Tree, that I am to buy for my Parsonage at Brightwell, about 18 inches square, & I hope a good one. The Coppice is not all cutt downe, as it should bee, only some part of it, whereby the Coll: cannot bee served with their whole wood & zly the young standards of the last sale or ffelling are now by the buyer or buyers of the wood cutt downe, soe that by this meanes wee shall have little or noe supplie of young Timber in the Coppice. Lett Mr. Knowles bee acquainted with it.

ffrom the woods I went to see the Houses, as 1st the Mill, where I found the Skeeling well repaired, but now there wanted, 1st An Elme from off of the Premises to make a new Trough for the water to runne uppon the wheele, & zly some Posts of Oake on the sides of that place where the Mill goes round, shee said from the Carpenter that they should want of Oake 16 feet ; In the Backside there I saw the Service Tree, allowed the last Court, as also a small Crabtree, which shee had out of the woods. ffrom thence I rode to Eldridge his house lately Tipping's, & challenged him for not haveing built his house as was promised. Hee said, that hee wanted Timber, & now noe time to cutt it downe, the sapp being upp. And againe, that of the Timber blowen downe, hee had not 7 Butts and soe many Topps as when Mr. Tipping had it, but 3 Butts only with the Topps of them. Aske Will. Finch & Mr. Tipping about this.

ffrom thence I rode to Mary Cox her Tenement where shee is building a little house, the ffoundaion is layd, & but little more upp. One of the Trees allowed unto her was Hollow, & soe shee wanteth more Timber, shee desired some out of the woods, but that I denied, then

shee asked for 3 small Ashes, that grow among her apple trees in a little slipe of Ground. I granted one of them, but shee pressing for three, & uncivilly, wishing mee to take that one & burne it my Selfe. I therefore for her saucy reply answer, would allowe her none, neither is any allowed unto her.

ffrom thence I rode to Goodman Biggs his house, where I found a great & large Tree cutt downe for repaires, but nothing done in it. His excuse was, that hee had been sicke, & ready to die, but I feare, hee is too poore, & withall too carelesse & idle. I threatened him, that if hee did not mend what was amisse by the next Court, I would seize on his Coppie-hold. Hee promised to see it done, etc.

ffrom thence I rode to the ffarme, & goeing to my chamber, Mr. Ridèr (Baineham) & Mr. Steward came to mee, & there I sett some ffines (as in Mr. Steward's booke). 2ly I spake of the Timber taken from Ball's hold in Stanton & carryed to Woodperry, & there lost or imbezilled. Enquire about that of Mason, Ball, & some others, as also whether Dr. Stevens, Mr. Oxenbridge, or who else did imbezill our Timber at Woodperry?

3ly. I tooke notice of the Timber to bee allowed out of the woods, viz. to repay to Will. ffinch for Timber borrowed, 165 feet ffor the repaire of Woodperry Barne, blowen aside by the late great wind, 240 feet according to Mr. ffrogley's note, uppon the surveigh of it. To Mr. White, for the building of his Livery Stable 150 feet. 4ly. To Mr. Cox in lieu of two hollow trees, layd at 2 Gates of the woods, with stones to support them & cover them 40 feet in 2 small Trees for Lathes, one of them is already cutt downe & brought home & sett upp in a May-pole by the young men of Stanton, but allowed I say to Mr. Cox. 5ly. there are also to bee allowed to the miller 16 feet. In the whole 611 feet besides a Tree that I myself am to buy of the Coll: to board my parlour at Brightwell [Berks].

Allowed more at this Court, unto the Miller's wife. One Tree, viz. an Elme from off the premises.

Memorandum. That at this Court I was told by Mr. White that hee had often-times mett Mr. Mason's Cart goeing to Oxon with Lopwood and hee thinks, that hee cutts them from off the Trees that are in some grounds belonging to Mr. Warden, though for the time in Mr. Knowles his hold. Enquire after this for feare of wrong to bee done to my Selfe & my Successors.

TUESDAY MAY THE 24. 1664. I then rode from Brightwell to Stanton there to keep Court. I 1st walked into the woods to see the Trees that possibly might ffloore my Parlour at Bright: But they are I feare too knottie, except I cutt downe another Tree in the lower wood, that I suppose is about 18 feet & an halfe, but a little crooked. I observed that in the Lower wood, that where a stole was cutt downe (as most of

them are by Mason's bargain in the upper wood) there are noe young springs that grow thereon or about it, our woods are much wronged thereby.

Alderman White¹ Mr. Thomas & Mr. Outrider Oldys came to the woods to mee & from thence, at Mr. White's entreatie wee rode to the mill to see the ground in Controversy. Mr. White, Mr. Cox & Will: ffinch had agreed that it should bee decided by the Homage, but now hee pretended that the Homage (though upon Oath) would bee partiall & therefore desired that I & some of the ffellows would see the place, & determine the doubt, wee went to the place, & considering it more than heretofore I found very old trees in the utmost bounds of that ground which the miller requireth & 2ly the Earth (that seems to have been cast out of the Channell where the water runneth from the mill) is equally cast upp on both sides, soe that probably the ground whereon it was cast belongeth to the miller, & why should they ancyently make the Channell in the utmost bounds of the miller's ground, the Tenant of the next Land adjoyning might then have justly complained, that the water in time would eat up part of his Land, & soe very probably, the channell was made in his owne ground.

When Mr. White perceived that I also should bee against him, hee told mee, that his witnesses were not present, & therefore desired a delay of it, but that I was unwilling to yeeld unto, soe much time already having been allowed to provide for it. Hee also denyed unto the Miller the digging of Clay for the Mill in his ground, which they always used to digg & were not denyed, but upon this difference hee forbade them, I spake unto Mr. White as to this also, & what was formerly out of Courtesy granted unto others, hee promised to allow unto them & soe that Contest was Ended.

The Court being ended (only one Life Dead, & one surrender as in Mr. Stewards Booke & Court Roles) I was petitioned, 1st of all for Timber. By the miller's wife for a peece of Timber of 18 feet to make a sluice for the mill (this in the last yeare was about 16 feet) but 18 granted. By Mr. White for a mazard² of 12 feet Long, & of good substance or thicknesse to make a Rowler for the farmer's Corne, & Mr. Cox for a Tree of 20 feet of Timber to make Lathes to finish his Coppiehold. All these (& another Elme unto the miller from off the premises) were granted with much un-willingnesse, by my Selfe, Mr. Outrider with the supervision of Mr. Thomas & Mr. Blunt the appointers of the wood there.

2ly. The Major Mr. [blank in Text] who had cutt downe 18 young Elmes from out of a Nursery of Elmes belonging to his wives Coppiehold, desired to bee excused for his soe doeing & that the Coppiehold

¹John White, Brewer, Mayor of Oxford, 1664.

²Wild cherry.

for wast committed might not bee forfeited, 1st. because Will. ffinch who 1st made the Nurserie had taken upp some young Elmes thence, if too thicke, transplanting some & selling others (if this Tenant had Grubb'd up such only) I should not have found much fault, if the best had been still left, as by Will. ffinch to grow in the Nursery. 2ly Mr. Steward urged that if a man have Land & imploy the use of it to the Breeding of young Trees shall hee not have the use of them? yes of some, & while young but not when growen to bee Trees. 3ly. Hee urged, that hee knew not the danger of it, & therefore unadvisedly did it. But I told him that the wrong was knowen to the Coll: & taken amisse by the Company & 2ly that if I suffer'd this in him, all the rest of the Coppieholders would cutt downe Trees as they pleased, & reply unto mee That they cutt downe but one, whereas Major Such a One cutt downe 18. Hee did not forfeit his Lease, & why should wee forfeit ours, soe I left both him & the Coppiehold in statu quo, as it was.

Memorandum. that at the last Court at Stanton I had [not] this Booke of memorandums there, comeing thither from Brightwell, & therefore see them at some other time.

APR. 5. 1666. On that day in the morneing, my Selfe, Dr, Deane Outrider Mr. Steward etc, rode to Stanton about 9 a clocke. 1st. wee rode into Woodperry Grounds & viewed part of the Trees there, some whereof are old & decayed & may bee cutt downe for ffewell for the ffellowes chambers. Wee assigned unto Mason the Tenant there, for Cart-boote¹ & Plough-boote², to the value or quantity of 2 Tunnes, or Oake & Ash for those purposes to bee assigned in fit places, & of fitt Timber by the supervision of Mr. Cox. Afterwards wee rode into the Coppice that was felled this yeare, & my Selfe, Dr, Deane, & Mr. Cox walked about that, there are prettie store of Trees, but small ones, & not many decaying, but some Trees to bee cutt downe there, & some out of Woodperry grounds may serve the ffellowes chambers with wood for this yeare (Mr. Warden as his servants conceive, haveing wood sufficient to serve his Kitchen etc. already, but if at the end of the yeare, hee should want, the Colledge is to buy either wood or coales to supply Mr. Warden's want) ffrom the woods wee walked unto the manor house, & after dinner wee sate in the Court, where 1st. wee renewed one Life in Spenser's Coppiehold, Mr. Cox valued the Yard land at £7 per Annum, but the Parishioners doe rate them at £8 per Annum & his being 3 yard Land at £24 per Annum, deductis Rent & Taxes etc. viz. 44s; his ffine was £22 but because one yard Land was not Arable, but part of the Coppice that wee ride by to Stanton & worth

Allowance of wood to a tenant for making and repairing carts.

²Wood or timber allowed to a tenant for making and repairing ploughs.

little, therefore wee abated his fine unto £18 though hee layd downe £20, there was also the change of a small Life.

Then there was some consideration of a Petition made by one West against Kilbee: to continue in a Cottage uppon the wast, as haveing been in it before Kilbee came into it, but deodat, Kilbee haveing had the Grant in Dr. Pink's time, & admission in my time, & noe exception made against it, therefore the Cottage must bee Kilbyes, & West to live therein for only her Life time.

Afterwards I enquired of Mr. Cox & the Homage, whether the Trees formerly allowed were employed as they ought, viz. to Mary Cox, To Ball, To Widdow Hobbs & Mr. White, they answered that all were well employed, & their houses mended.

Then I enquired further concerneing the Timber allowed, all which they said was well employed. It: Eldridge his house is finished & well built with the Timber allowed unto him, viz. 1st. 7 Trees blown downe & others allowed from the premises, but Biggs his tenement is not yet repaired, hee hath promised to doe it by little & little as hee hath mony. 2ly Ball's Tenement is worse than it was, & more Rafters taken away, but by whom Mason knoweth not. Hee desired in Mr. Knowles his name some allowance of Timber, & promised to rebuild it, my Selfe, & Dr. Deane allowed from off the Premises, 40 feet of Timber for Plates, Sidepeeces & Rafters by the oversight of Mr. Cox, but I condition with Mason, that the end of the house eastward (x inches without the Beam that yet remaines) should bee made up with Stone, & the walls on both sides unto the house ovesses, which hee promised soe to doe.

Then I asked about the 18 Trees cutt downe from a Coppiehold that was Will. ffinges & told them, that I should indeed take the forfeiture, but upon intreatie was willing to take a fine for it, the partie was not there, but to bee required to come to Oxon to my Selfe & Mr. Outrider Dr. Deane & to make satisfaction, which wee expect should bee done.

Then some discourse there was, concerneing the Tree cutt downe in the Common & brought to Mr. Coxes but challenged by Sir Timothy Terrell¹; The Homage told us, that now since that time Sir Timothy Terrell's Tenants had made a Crosse without the root of the said Tree, to bring the said Ground into his Lordshipp, which Crosse was never there before, My Selfe & Mr. Outrider with Mr. Steward required the Homage, that in their next Procession they should stopp up the said Crosse newly made, & continue their owne Crosse & Bounds where anciently they were. This resolve wee desired Mr. Steward to enter into the Court Roles, as a memorandum of what was said, & resolved uppon, which Mr. Steward promised to doe, when hee had first spoken with Mr. Cox.

¹Sir. Timothy Tyrrell of Shotover.

It : Mr. Outrider spake unto mee to allow a small tree unto our Tenant neere ffofall, who hath a Smith's Shop there (his name is Woodward) which I yeelded unto ; Dr. Deane will speak unto Mr. Dummer & Mr. Hanbury¹ to assigne it to him out of the woods.

As wee rode to Stanton there was Spenser a Coppieholder who complained that the other Inhabitants by makeing their Lease greater on both sides of Staffords grove had made his yard Land in the said Stafford grove a great deale lesse, & desired, that hee might have his owne againe, especially being rated by the parish for that yard of Land as if it were arable, this I think, Mr. Steward took order for.

AUG. 27. 1667. On that day being Saturday about 9 of the Clocke my Selfe, Mr. Outrider ffauchin, Mr. Steward etc, rode from the Colledge to Stanton, haveing entered the house, there was one Mistress Lewis who held of the Colledge in Stanton a Coppiehold that was very ruinous as to the walls, Timber & all, I & Mr. Outrider went to see it & found it very badd, shee desired to put in 2 lives, in the place of her husband & her eldest Sonne. I asked her, at 3 yeares value for 2 Lives the Coppiehold being worth £14 per Annum, £42, but then deducting the Rent per Annum 20s, Taxes also, & the Carriage of wood to the Colledge, & because it would cost her soe much to repaire the said Coppiehold, I asked her noe more than £35, But shee would give but £25, at last with much adoe wee had £27-10s-0d for ffine, & Licence of alienation, & allowing her also for the repaire of her house uppon the premisses (if there to well spared) six Tunne of Timber. 2ly One Bourne a dyer in London changed two lives in his Coppiehold, his ffine at 2/3 was £7-10s. 3ly a Cottager bought a Life for £2-2s-6d.

At this Court I caused Mr. Gascoyne haveing imployed the Elmes that hee cutt downe uppon the premisses, to salve the Trespasse in cutting them downe without leave to confesse before the Homage that hee had done it out of ignorance & would trespasse soe noe more. Hee desired to take upp some young plants of Elmes & to sell them, but that I would not consent unto.

Lastly Mr. Mason of Woodperry desired a Tunne of Timber from off Ball's ffarme to finish the Tenement soe called, which I went & saw, but because hee had cutt out & burnt some Timber allowed for that use, therefore I denied to allow any more, except the Colledge might bee answered for soe much ffirewood as hee cutt out & burnt, & soe takeing leave about 5 of the clocke, wee sett out for Oxford.

MAY THE 13TH. 1668. On that day in the Afternoone the Miller of Stanton & his wife came to mee, & desired some Timber for the repaire of their mill. Mr. Rowlandson & Mr. Hersent, Bursars & sellers of the

¹Edward Hanbury, Fellow of New College, 1655-1673.

Timber there would doe nothing without mee, I therefore wrote unto them this following note—

Mr. Bursars,

The Miller of Stanton & his wife have been this day with mee, May the 13th, desiring the allowance of some Timber for the repaire of their mill. They speake of 30 feet, but of the Quantitie thereof Mr. Cox can informe you. They tell mee that in case some Timber bee not allowed, the mill will bee in danger of being ruined. If you find, that the want of soe much Timber is necessarie, you may, if you please assigne it to them.

Michael Woodward, Custos.

APR. 7. 1670. On that day about nine of the Clocke Mr. Steward & Mr. Outrider Morehead (for a new Outrider was not yet chosen) rode towards Stanton to keep Court there. They saw by the way, at the Tenant's Oakes & Common grounds, some Trepases that had been committed by one Spenser, one of the Tenants, & hee was blamed for them by my Selfe in the Court, but hee still, as they say, goes on ; & the Parishioners must sue him. 2ly. There was a Contest between Mr. Maylard¹ the Rector & Mr. Gascoine concerneing a peece of Land in the Vicar's close, & some Trees growing thereon, Mr. Gascoine lopped them, Mr. Maylard forbad him. Quære whose the Land & Trees are ; Will: ffinch who sold that Coppiehold which Gascoine now enjoyes did say, that the said parcell of Land in the Vicar's close did belong unto Gascoyne's Coppiehold & that when an old Ash (a double Ash) in the Bounds of that Land, was ancylently cutt downe by a kind of madman, that his ffather in Law Biggs did cause it to bee carryed into Mr. ffinch his Backside, & that after this hee planted the said parcell of Land with Trees, which now Mr. Gascoyne endeavour'd to lopp, but never received from the Parson Vicar any yearly Rent for it, the middle of the said parcell being an highway, I sent Will: Shaw with the Homage, to heare what an old woman in Stanton could say to that Quaestion, but shee could say little, soe that wee were forced not to determine anything, untill I had enquired of Mr. Tipping in Oxon whether hee had received any Rent for the other end of the said Land, or halfe Acre, I spake to Will: ffinch to Aske that question of him.

Wee renewed there an Estate in a Coppiehold belonging to Will: ffinch, his ffine was £10 & libertie (into of Mr. Cox his present Trustee) to putt in another man for nothing at the next Court. I renewed also two ancylent Coppies for 2 houses built uppon the wast, but such as had noe Coppies, I would not yeeld any Estate unto them. Item, wee allowed an Oake uppon the Premisses unto Mr. Gascoyne to

¹John Maylard, M.A., Fellow of New College 1631, expelled by the Parliamentary Visitors 1648, Rector of Stanton St John 1647-1679, and sometime Master of New College Choir School.

repaire his Gates. Item, 2 Elmes or 2 Ashes unto the Miller & his wife from off the Premisses ; which if they were not fitt to mend the Mill wheele, that then, they might sell either both or one of them, & buy some Oake for the same purpose to mend the wheele. The miller's wife hath been alway begging.

JUNE 29. 1671. On that day being Thursday & St Peter's Day, my Selfe, Mr. Outrider Spenser, Mr. Steward, Mr. Rowlandson & Th. Symons¹ had the Hackney Coach &† of Ch. Church, & rode therein to Stanton, about 9 of the clocke, wee tooke coach without non Licet Gate. Mr. Beaumont & Mr. Minshall who sold the wood in this yeare, came to us before dinner. The fines in the Manor my Selfe & Mr. Outrider sett before dinner, they are in Mr. Steward's booke, viz. two fines uppon Death for 2 yard Land, & a change of a Life in One Yard Land.

At this time Capt. Gascoyne came to mee who had married Mr. Pudsey's widdow, who had her Life in a Coppiehold & 2 yard Land in Stanton (the house was built by Will: finch) Mr. Gascoyne pleaded that his wife in possession & the last taker, therefore to putt in a new Life. I told him that in renewing of Estates in Leases & Coppieholds the Coll: had alway a Regard not for the present Possessor, but for the children etc of the 1st Purchaser ; who buying the Estate did buy therein the Tenants right for his Posterity, & soe, Mr. Pudsey² (a young Gentleman there present but under Age ; was to name his Trustee viz. one Mr. Low of Oxon) & to him in trust for Mr. Pudsey the Reversion was granted, Mr. Gascoine was displeased at it, but wee were to secure the old Tenant's right.

After Dinner about 3 of the clocke wee rode unto the woods, viz. my Selfe, Mr. Outrider Spenser, Mr. Beaumont, Mr. Minshall & Mr. Cox. In the Warden's close, they had cutt downe about 8 or ten Trees some of them great ones, which they intend to sell, the better to putt off some little scragged Trees in the Coppice, the number left & to bee brought unto the Coll: were, as they said, about 88, many of them very knotty, soe it was thought fitt that 28 Trees more should bee sold, or &† some of them allowed unto Mr. Warden, in Lieu & recompence of 14 Loads of Tall-wood, that in this yeare 1671 Mr. Warden did not receive. But the best of the Trees to bee marked out & carryed unto the Coll: viz. about 60ty of them. The Coppice is yet very full of Trees, but they are small ones except in one Corner of the said Coppice where they cutt downe noe Trees.

As wee returned to the ffarme, I viewed an old Ash in a close belonging unto the miller, which a poore man liveing neere the said

¹Thomas Symmon, Manciple of New College.

²William Pudsey gentleman commoner of Lincoln College, barrister at law son of William Pudsey of Stanton St John.

Ash, was. afraid if left in a great wind it should fall upon his house, the Tree is rotten at the bottom of it, I willed Mr. Cox to cutt it downe & sell it at as Good a rate as hee could, either to the miller, or his Tenant who rented the close of him. Being come to the farme & resting a while, haveing had some cherries from Mr. Maylards. Wee tooke Coach againe & about 8 of the clocke came to Oxon.

JULY 2. 1672. On that day being Tuesday about 9 of the clocke, my Selfe Mr. Outrider Bohun & Mr Steward rode to Stanton in Dr. Allestree's¹ Coach, it came to Non Licet Gate. Mr. Steward about 11 a clocke gave the charge, Mr. Bohun went to see the woods viz. an horse that hee hath goeing there, or Sir Tim: Terrell, the ffellows except against it. One ffine of 5s wee sett upon Widdow Ball, to putt in a Life, Mr. ffinch his ffine for the change of a Life was given unto him, Mr. Mason desired allowance for Plough-boote, & the miller's wife some service Trees for the mill. Wee granted a Tunne of Timber to Mason, the Service trees to the Miller's wife, as also leave to Mr. Cox to cutt downe two dead ashes, that stand very neere unto Ball's hold, but as wee conceived upon the wast, as standing even with the house that is upon the wast. There was also a woman that desired the old Ash that hung over her house & was now taken downe, but I would not grant it, the value of it about 5s or 6s.

Some young men of Stanton had cutt downe a Tree for a may pole about one or two & 30ty feet long & a foot square, 3 of them came before us, I required a mulct of £5, others said 40s, Mr. Steward 30s which was at last agreed unto, & they to send the said 30s unto Oxon by Mr. Cox upon Saturday next or else Mr. Steward will have writts for them, the Tree is in Mr. Cox his Gate, & that also to bee kept for the use of the Colledge, when this was done, wee tooke Coach againe to Oxon, Mr. Percivall & Mr. Hobbs dined with us & returned on horsebacke.

APR. 14. 1674. On that day being Tuesday about $\frac{1}{2}$ an hour after Eight, my Selfe, Mr. Stanley Outrider, Mr. Steward & his two men, Groome & Clerke, two against my will, Hee would have had his Groome to have waited uppon Mr. Outrider for the saveing of the hire of one horse for the Colledge, but not knowing what Custome, or Inconvenience the Allowance of such a practice might in time produce I required the hireing of an horse for the use of one of my servants, or such as made choise of (as in this of James Wallis) to waite in Progresse uppon Mr. Outrider.

Setting out from the Coll. wee rode to Burneham's ffurrs in Stanton Parish to view the ffurzie Ground of one Spenser, who haveing a

¹James Allestree D.D. Canon of Christ Church 1660, Regius Professor of Divinity 1663- 1680.

large part thereof, almost halfe, & the rest of the Parishioners severally very little, about an Acre a peece, did pretend that the said Common & herbage in his said peece of Burneham's ffurrs was his Peculiar or Severall & that hee might eat it at any time with any Cattell, Horses Beasts, Sheep or the like, & that the Parishioners could not have Common there, but only uppon Whitsunday Eve & then too by Custome with Horses or Beasts only, now that the said Common might doe the Parishioners noe good, this Spenser in the Spring time before Whitsunday Eve would put into that Ground his sheep & leave nothing by that meanes that the Parishioners Horses or Beasts could eate.

Heruppon unadvisedly some of the Parishioners (as one Eldridge) when Spenser put in his sheep, they put in theirs also & soe broake their Custome, whereas their way had been to have sued Spenser for putting Sheep before Whitsunday Eve to the wrong of the Parishioners as haveing nothing left after the eating of the Sheep, for their greater Cattell, the seeing & heareing of the difference was committed unto two Countie men, viz. unto Mr. Wickham in behalfe of the Parishioners, & to one Collins of Headington in behalfe of Spenser & the Proofs of each side to bee showed & brought before my Selfe & Mr. Steward in the Court held at Stanton.

As wee rode to keep Court, wee went into Burneham ffurrs & viewed the ground belonging unto Spenser & the rest of the Parishioners. That belonging unto Spenser was about halfe the said Burneham ffurrs; at that place wee mett Mr. Wickham & Collins, where Mr. Wickham told mee that whereas Goodman Spenser doth account his share in Burneham ffurrs to bee his third yard Land or verie neere, & thereupon complained that if he had not Burneham ffurrs severally to himselfe to eate with what Cattell hee pleased, the Parishioners Custome would take away his third yard Land, & soe fine, & bee taxed for three yard Land when hee enjoyed but two; this seemed to bee very plausible & to make much for him, but Mr. Wickham viewing the place did aveir before my Self & others that Spenser might have yearlyly but Cutting downe ffurzes, & the Lopp of Trees that growe in his part, a greater revenue than if hee should plow the said Land & account it a third part of his Arable, but Spenser would not only have all the Ground would yeeld in ffurzes & Lopp, but the Pasturage also which by Custome belonged to all the Parishioners.

I declared my Opinion in the Court, that if Spenser had from Burneham ffurzes & the Lopp (besides the Grazeing) more than the yearlyly value of a yard Land of Arable, that Spenser had noe reason to complaine but to suffer the Parishioners to enjoy their Custome, Spenser haveing with a little peece of Common lying next unto Burneham ffurzes as much Arable Ground in his three yard Land as Mr. Cox had in his 3 yard Land, & soe his great share in Burneham ffurrs

supernumerarie & therefore to bee enjoyed in Common according to the Custome ; Spenser was there in the Court but said little, & had noe witnesses to attest anything, but the Parishioners had one there that spake much for them. Spenser will not it seemes bee concluded by my judgment, but will wage the Law with them.

At the Court wee sett some ffines & had about £20 ffine mony ; I had noe time to see the woods, & therefore about 5 of the clocke, my Selfe, Mr. Outrider, Mr. Steward & Mr. Wickham with our servants returned to Oxon, as it called in New Colledge.

APR. 10. 1675. On that day being Saturday about 7 of the clocke in the morneing my Selfe, Mr. Outrider Hobbs, Th. Symonds, Will: Shaw, & James Wallis rode toward Stanton, I my Selfe & Mr. Hobbs with Th. Symonds rode unto the woods to see the Trees etc. where I found that against my Order & often admonishment by Mr. Cox, Bernard Rawlins & Mason to provide Bushes for the Colledge had cutt downe about 3 Acres in another Coppice that is to bee felled the next yeare to make upp (as they pretend) the Coll: Rent which the Bushes in one Coppice would not amount unto : By which meanes of entering upp on two Coppices in the same yeare the Coll: at last will want a Coppice where out to cutt their Tall wood. Lett this, God willing, bee provided against at Mr. Knolly's his next Renewing, viz. that in one yeare hee cutt downe the underwood of only one Coppice & that under a great penaltie, for some of his Covenants (as of cutting downe the underwood himselfe & not by the buyer) hee breaketh every yeare though the contrarie required of him in every yeare.

ffrom the woods wee rode to the ffarme & there Mr. Steward had a small Court (it being Saturday) & few of the Homage there, Mr. Gascoigne complained of mens digging stones in the highway & forcing Travellors to trespasse upp on his Land, this was forbidden.

Item. There was a Levie made to satisfie the charge of a Suite at Law concerneing a Lane in Stanton, & many of the Inhabitants would pay nothing, & others only said that they would pay but did not. I required the mony of such as were present, & the rest by a warrant from two of the Justices to bee bound over to the Quarter Sessions upp on the Tuesday following.

I enquired also concerneing the Legacy of Dr. Pinke, how the mony thereof was disposed, they answered, that two in this yeare were apprenticed out with it, & a third if any would accept of it.

After dinner about two of the clocke wee tooke horse to ride to Weedon, the waies were exceeding badd & foule, I diverted to see Mr. Dormer at Lee but hee was not at home, in goeing thither the waies were soe badd, that the like I never rode in all my Life, about 8 at night wee came to Weedon, it was very darke.

V.
SWALCLIFFE

Memorandums of what hath been done, or Observed in our Progresses
at Swalcliffe since Apr. 12. 1659.

There are many Hamletts or Towneshippes belonging unto Swalcliffe viz. Broade Sibbard, & Little Sibbard, Burdropp, Epwell (at Epwell there is a Chappell of Ease) Shetford (at this place a Chappell also). The Tithes of Shetford are impropriate unto the Colledge, as the Tithes of Swalcliffe are; the former are demised unto Mr. Ailiffe, the latter (viz. Swalcliffe Tithes) unto Mr. Loggins.

Shetford inhabitants they Burie at Swalcliffe, & pay unto the said Church of Swalcliffe annually 6s-8d, which summe of 6s-8d is paid as some thinke for 40 yard Land of Hay at 2d the Acre.

The great Tithes of Epwell belong to the Vicar of Swalcliffe, as part of his maintenance, but on condition that hee serve the Cure, or officiate at Epwell, and Epwell men now, as they say, as allowing the Minister his chiefe meanes, doe expect to bee best served, & soe Swalcliffe the Mother Church to have the lest service done for it.

Q. Who hath Mr. Merriott's¹ Resignation of the Vicaridge of Swalcliffe? Aske Mr. Masters, Mr. Witt, or Mr. Steward.

SEPT. 7. 1659. Wee dined at Swalcliffe & went from thence to Eabberbury.

SEPT. 17. 1660. Munday to Swalcliffe, there all night, & dinner on Tuesday.

Enquire about the Pension of 3s-4d from the Rectorie of Tadmarton, payable yearly, as tis said to the Rectorie impropriate of Swalcliffe, from the Rectory of Tadmarton, & due to the Colledge.

The Arreares for Mr. Sacheverell's² time, the last Incumbent of Tadmarton, were lately paid, gett also what is due from the present Rector, His Pension hee payeth also.

Timber allowed for repaire of the Parsonage House & Barnes at Swalcliffe May the 17th. 1659. 200 feet or 4 Tunne.

Allowed more June 20. 1660 what Timber should be thought fitt by Mr. Warden & the Outrider in Progresse, the Trees assigned unto him (being many & small) did come unto 270 feet or 5 Tunne & 20 feet.

Mr. Cobb of Eabberbury told mee, that Mr. Loggins brought through their Towne 8 or 10 Loades, Light Loades, it seemes, because soe farre.

¹Thomas Merriott, B.C.L. Fellow of New College, 1610-1624, Vicar of Swalcliffe 1623-1658.

²Ambrose Sacheverall, B.C.L. Fellow of New College, 1591-1608, Rector of Tadmarton, Preb: of Chichester.

SEPT. 30. 1661. Munday to Swalcliffe, there all night.

By tarrying at Kingham for the changing of a Life there, untill about 4 of the Clocke, wee came late to Swalcliffe, but were mett about 3 miles off, & guided by Mr. Loggins, Mr. Wickham, Mr. Blunt & Mr. Lydiatt to Swalcliffe, & soe rideing hard, it pleased God that wee came safe thither.

At Swalcliffe wee have noe mannour & soe noe Court.

The Company on Tuesday morneing went a Hunting with Mr. Wickham's kennell of doggs.

Allowed unto Mr. Loggins, for Out-houses & Hovells, ten Rummell or Coarse trees out of the Open Coppices at Tyngewyke where best to bee spared, as by a warrant to that purpose May 28 1661. They amounted in all (as by Paul Symonds his note) unto an hundred & 20 feet, as in my Booke of wood allowances pag. 14.

About 3 of the Clocke in the afternoon wee sett out for Heyford. My nagg as we past a Bogg, lost a shoe. Mr. Outrider Rowlandson rode back to Swalcliffe to have the nagg shooed, and the next day hee brought it safe to Heyford.

Memorandum. That Jan 21. 1661. it was desired by the Thirteen¹, that in the next Progresse, either Mr. Steward, Mr. Rider or both should goe to Sibbart fferrars, & demand the Annuity of 4s with the Arreares of it.

OCT. 4. 1663. On that day from Oxon to Swalcliffe, there all Tuesday.

The owner of the Land at Sibbart fferrars, who is to pay the Pension of 4s per annum was with us at Swalcliffe Oct 5. 1663 & showed unto my Selfe, Mr. Outrider Dummer² & Mr. Steward some Acquittances, Evidencing that the said Pension for some yeares past was paid viz. from Michaelmas 1647 unto Michaelmas 1652, inclusive, for 6 yeares, & tis likely that Mr. Merriot had either given or seen the Acquittances for about 6 yeares before, all which the Coll: findeth to bee wanting & not paid. But Mr. Merriott dieing very poore & worth nothing (his debts being paid) my Selfe, Mr. Outrider & Mr. Steward did thinke fitt to passe by, & abate what was soe desperate, & not to bee gott, & require the owner to pay unto the Colledge the Arreares of the yeares since 1652. viz. the Arreares of Eleven yeares ending at Michaelmas last 1663. which summe the partie payd viz. 44s unto Mr Outrider Dummer, my Selfe, Mr. Outrider subscribing our hands unto the Acquittance, & Ordering that for time to come the said Pension bee yearly paid unto Mr. Loggins our Tenant of Swalcliffe Rectorie, as also the Pension of the Rector of Tadmarton (3s-4d) to bee charged upon him by Mr. Steward at every Auditt.

¹The Warden and Thirteen was a standing committee for general purposes in the College.

²John Dummer, M.A. Fellow of New College, 1644-1669, Rector of Hardwick, Bucks, 1669-1694.

OCT 7. 1663. On that day after Breakfast 1st I spake with Mr. Wheatley Rector of Tadmarton & tooke order with him to this purpose, that if in time to come, untill the Coll: should order to the Contrarie hee should pay his Annuall Pension of 3s-4d per ann. unto Mr. Loggins Tenant of our Rectorie of Swalcliffe, that his Acquittance should bee authentique for the time aforesaid, but noe longer, where uppon Mr. Wheatley promised to pay the said Pension unto Mr. Loggins. 2ly As to the difference between Mr. Smart¹ & Mistriss Merriott it was agreed 1st. that Mistriss Merriott should returne unto Mr. Smart the vicar, the Barnes doore, that shee carryed from the vicaridge. 2ly. shee offer'd to make good another doore of the said Barne, & a little doore in the house, but Mr. Smart, as haveing boards hee said of his owne would not putt her to that trouble, but repaire them himsele. But to satisfie both & make them ffriends, I was forced (with the consent of Mr, Outrider Dummer) to promise unto Mr. Smart, that in the next spring progresse, God willing, I would allow unto Mr. Smart out of Tingeswicke woods, 60 feet or 2 Loads of Timber to repaire therewith the remainder of his Barne. 2ly. some Rafters in his house, & 3ly the covering of that part of the house which heretofore was Mr. Merriott's Schoole, at the end of his house (it was aforetime an Hovell.) To make them friends & take away all difference between them, this I promised, & must if I Live, performe.

3ly. As to the difference between the Parson & the Vicar about a Wall that devides between the Parsonage Garden & the Vicars backside, Old Mrs. Merriott said that old Mr. Loggins could hardly bee perswaded to let Mr. Merriott build his barne upon the Parsonage wall, But at last, hee assented thereunto, upon condition, that if hereafter the wall should bee at fault or in decay in any part of it, that the charge of the repaire, should bee equally devided between them, And this same condition Mistress Loggins & Mr. Smart the vicar assented unto at this present Oct, 7. 1663.

Remember, God willing to see in my next progresse whether the stone upon the ridge of his Barne bee mended with mortar at the lest, & 2ly whether the ffoundaion or Bottome of the Coynes of the Barne & Butteresses there bee well mended, 3ly whether the East end of his house by the kitchen, where the wall is nowe cleft bee taken downe & mended ? 4. whether the passage in the Entry, bee still open unto the topp ?

The Quit-rent that hee payeth yearely, aske what it is ? to whom ? & for what ?

MAY THE 7TH 1666. On that day about 8 a clocke at night wee rode from Adderbury to Swalcliffe, On the morrow after dinner, there being noe Court, I walked abroad into the Garden with Mr. Smart the vicar

¹Humfrey Smart, Vicar of Swalcliffe 1658-1679.

& told him of his Barne that wanted thatch in two places on the North side. It : another little house in his yard. His Rafters in his dwelling house & his Barnes doores, hee sayes, hee hath mended & halfe of the hovell where the Schoole was hee hath rafted, and thatched, the other hee intends to cover the next yeare, God willing, haveing bought some Poles to that purpose.

In my chamber I asked Mr. Smart concerneing the Tithe of Shedford. He told mee 1st. That the debt due to Mr. Crofts was discharged & that now, the Lord Say doth take it to himselfe, the Lease being a chattell & part of Mr. Ayliffe Goods who killed himselfe, but Q. how the Lord Say can challenge the said Lease ? 2ly it should seem to belong to the Lord of Amersden where hee killed himselfe. But now sayes Mr. Smart the Lord Say alloweth the Income of this Chappell unto either his Chaplaine or to one Baker a Curate there, whether they equally devide the income between them or whether the Chaplaine hath the greater share hee knew not. But Baker lives in the house, & hath cutt downe some Trees (3 or 4) in the Close adjoyneing. Let Mr. Loggins bee Authorized to require them of him.

The Annuitie of Sibbard fferrars in Arreares since Michaelmas 1663 (ut supra) was required at this Court, & a messenger sent unto the Occupier thereof viz. one Edw. Tommes of Broad Sibford. This is paid soe farre as to Michaelmas 1665.

The Pension of Tadmarton viz. 3s-4d per Ann. Mr. Blunt hath sometime received. Q. for how many yeares ? Resp : There will bee nothing more due, hee sayes, untill Michaelmas next 1666.

The Vicar of Swalcliffe doth pay unto the Archdeacon, Procurations & Synodalls, & 9s unto the Bishop in his Trienniall Visitations.

The Garden wall, between the Garden of the Rectorie & the Vicars Backside, Mr. Loggins hath mended & not the vicar, yet not of necessity, but Courtesy.

Q. In the Evidences. 1st. whether there was anciently a Rate Tyth uppon Hay. viz 2d the yard Land paid unto the vicar for Tyth-hay ? 2ly. whether £10 per Ann. bee the Rate-Tithe uppon the Land called the Leigh, which if under the plough is worth, as Mr. Loggins said £1000 per Annum.

Mr. Wickham his enclosed Grounds if mowed doe pay Tithe Hay kind, but his mowed hay in the Common field only 2d the yard Land, as other men pay.

Wee sent a messenger unto one ffrench at Newnton, who had been owner of the Land at Sybbard fferrars that payeth unto the Coll: the Annuity of 4s per Ann ; But hee said that hee had sold the said Land, & that there were greater Arreares uppon that Land when hee bought it, than now, & that hee had paid the said Arreares (ut supra) therefore the new Tenant may pay the present Arreares : Wee there-

fore sent for the new Tenant also viz. One Edw. Tommes of Sibford fferars or Sibford Gower, who had newly bought the Land that payeth the Annuity, which lyeth within little Sibford fferars. Hee payd the Arreares thereof for 2 yeares viz. from Michaelmas 1663 unto Michaelmas 1665, viz. 8s. And the Annuity that shall bee due at Michaelmas 1666, next following, wee have ordered him to pay about a fortnight after Michaelmas unto Mr. Loggins, that Mr. Loggins may pay it unto the Colledge.

Procurations unto the Bishop of Oxon in his Triennial Visitation 3s. Unto the Archdeacon his Synodalls yearley 12d. ffor Procurations 7s- 7d $\frac{1}{2}$ qr & yearley for Acquittance 4d. ffor exhibiting of Orders 4s. The Bishop of Oxon hath Synodalls yearely viz. at Easter 2s, Acquittance 4d.

AUG 24. 1674. On that day being Munday in the Afternoone about 2 of the Clocke my Selfe, Mr. Outrider Hobbs (for Mr. Cox) Mr. Steward & our servants (with Mr. Hacker) tooke horse at Kingham & rode towards Swalcliffe Mr. Hacker came with us to the King's stone against Long Compton, wee arrived at Swalcliffe a little after ffoure, Mr. Loggins was not yet come out of Warwickshire, but Mistriss Loggins was there. Before supper Mr. Loggins himselfe came. The Bedd I lay uppon was musty, soe that for the smell thereof I could not sleepe well.

Mr. Smart the Vicar's house doth want thatching, hee hath a little straw in the Gate, & some Yelmes, but the straw is old & rotten alreadie, Mr. Steward would have the Colledge detaine their allowance Ex Gratia & desire some one or other to see it mended & the Gates thereof repaired, whereof the one halfe, or value is wanting.

Uppon Tuesday Aug 25 in the Afternoone my Selfe, Mr. Sheriffe Wickham who dined with us, Mr. Outrider, Mr. Steward, Mr. King, Mr. Crofts, the ffather & the Sonne, Mr. Page, & many servants rode over unto Shetford to see Mr. King's house the Vicaridge there, it is a pitifull low, darke & unfitting house for any man to live in. Hee renteth in the same hamlet for his wife another Tenement where hee entertained the aforesaid Company with very good wine, & bottled Ale strong & small, the rest of the Company aforesaid tarryed with him, but I my Selfe, Will: ffinch, Will: Shaw & Abraham ffinch, when first I had seen the Church & Chancell which is well in repaire (except in a wall plate) I say, I my Selfe, with the rest, Will: ffinch etc. rode unto Epwell, about 2 miles off. In the ffield of Epwell wee mett one Lydiate, (Abraham ffinch his Tenant) & with him wee went to Abr: ffinch his house, where there is a kitchen & Hall, or Parlour, very handsome, haveing drank in the house, wee walked to the Church. The Chancell there is pretty large, but leaded over & in good repaire, the Parishioners, as Lydiate said, doe maintaine it, & challenge unto

themselves the Church-yard, which is very large & very few Graves therein, for they are to bury their dead at Swalcliffe though a mile & halfe, or 2 miles off. The overseers of the Poore, as ffeoffees in Trust, have the benefitt of the said Church-yard, & of much land more, given as Lydiat said unto the said Poore, for the Poore there are very numerous.

Returneing againe to Abraham ffinch his house, wee there tooke horse & rode to Swalcliffe & about 5 of the Clocke, the rest of the Company as Mr. Sheriffe, Mr. Hobbs, Mr. Steward etc. came from Mr. King's & suppt at the Parsonage.

Mr. Smart the Vicar hath the Tithe Corne of all sorts at Epwell, but hath not the Tithe Hay, that is demised by the Coll: (as it seemeth) unto Abr: ffinch.

Uppon Wednesday, Aug 26, in the morneing my Selfe, Mr. Outrider Hobbs & Mr Steward did send Will: Shaw with one of Mr Loggins his men to Sibford fferars about a mile off to enquire for one Tommes, who had morgaged the Land that should pay our Quit rent of 4s per Ann unto one Austen, & neither of them would pay the said Quit rent, the rent was about 8 yeares in arreares. The Parson of Tadmarton sent us his Pension uppon Tuesday night, as wee were at supper, & Will: Shaw said that it was paid, but it was not, only Mr. Loggins undertooke that two yeares should bee paid at the next Audit.

Uppon Wednesday before dinner one Harris of Sibford fferars, who had bought the Land out of which the Quit-rent is due came to the Parsonage, who haveing dined, & telling my Selfe, Mr. Outrider, Mr. Steward that hee had not all the Land that ought to pay the Quitrent for that one Thom. Warford—a troublesome Quacke or Empericke had some part thereof, viz. the house & backside & did condition to pay some part thereof (viz. about 12d) & that hee was not able to gett his share of him, hee was soe troublesome; The Tenant Goodman Harris of Sibford was perswaded at the last by Mr. High Sheriffe Wickham & Mr. Sacheverell his neighbour to pay the Coll: what was due, viz. the Quit rent for 8 yeares ending at Michaelmas 1673 at 4s the yeare, in toto 32s uppon Condition that in getting what was due of the said Quit rent of the said Th. Warford (Dr. they call him) hee might use the Coll: name in suing him for what was due, & this my Selfe, Mr. Outrider Hobbs, & Mr. Steward granted, or yeelded unto, & soe the 32s was paid unto Mr. Outrider, & I desired Mr. Steward to see the Acquittance drawen upp by Mr. Outrider for feare that in soe troublesome a businesse, there should bee any error, Mr. Steward hath spoken to Mr. Loggins to require the Annuity that will be due at Michaelmas of Th. Warford that hath bought the house & backside.

When wee had dined at Swalcliffe the clouds began to gather, & about 3 of the Clocke it drizzled with raine, but when it held upp,

my Selfe, Mr. Outrider Hobbs, Mr. Steward, Mr. Loggins, Mr. Crofts, & our servants tooke horse for Heiford, Mr. Loggins rode with us almost to Barford, from Hempton to Deddington & almost to Sommerton it raigned soe that comeing to Heiford wee were somewhat wett, Mr. Cartwright's ffarmer mett us at Sommerton & told us that his Landlord would waite on us at dinner time on the morrow, & soe wee rode to Heyford.

APPENDIX

Two letters from Sir. Thomas Cobb and Michael Woodward's notes concerning a Deodand at Adderbury, 1666.

Sir,

Mr. Walker being Acquainted with all the particulars of the man's death as well as My selfe, & with the transactions of the Jury upon it ; I did beleive this Information might bee as exact as to all the circumstances, & as valide as any letter of thynne ; but if I understand your letter, or Mr. Shaws discourse, I feare there is some mistake, the man was killed on Thursday last, by the ffall of his Cart upon him, & the Thillers¹ lying upon that in the Water Lane, the Parsonage on one side, My Lady's Land on the other in the Common Highway ; He being my Tenant at the Parsonage the Horse & Cart was brought immediately in thither ; the next day the Corinor sate upon him, & the Jury did finde onely the Cart bed & the Thiller the occasion of his death ; they valued each at 10s a piece, which truly I thinke price enough, the Horse being nigh spoyled by Lying an houre upon his back with his heeles upp in the ayre ; Mr. Caree upon the Jurys verdict went to the Parsonage & seized the Cart upon your ground, which I supposing he could not doe, gave the widdow order not to permitt the carrying it of the Groynd untill I had heard ffrom the Colledge, the Horse she had conveyed away, soe he could not seize that, I perceive by the widdowes discourse that she is willing to Compound with you if you will undertake to save her harmlesse ; soe that now you have an opportunity if you please to try your Title to the wast ; which I thinke is a certaine adiunct to a mannor ; & certainly if you have an Interest in that, your right to the Deodand must be as good as my Ladyes ; Mr. Caree objects two things, first that there is a particular grant of them to the Bishopp, & soe to My Lady by him, the other is that the wast is wholly theirs, because they can prove that some of your Tenants formerly have payd rent for laying dung upon the wast ; to the first I had little to object, to the other I answered that where there were Joynt Lords, there the Interest must be soe, soe that if one did comitt an annusance upon the wast, without the consent of the other, he that did it was indicable for it, by the other, to prevent which trouble perhaps some Tennant there, might give them 2d a yeare composition, but this hath never been payd by mee, or by my ffather that ever I remember or have heard of ; I must cofesse that it appeares strange to mee that where the Land lyes mixed, in the ffields, & the Tennants in the Towne, there should not be a Joynt Interest in the wast ; Sir out of doubt you understand your Interest & the priveledges of your mannor better than I, but this I know that the

¹Shafts.

consequences at Long run will be disadvantageous, & in truth if it were my Case I would try how far it would goe & not feede My Selfe any longer with the pretinces of an Interest, for if you permitt your mannor to be circumscribed in the end you have as good as none, Sir, Tho: Judd my man have againe seized the Cart but the Horse is still out of the way ; Mr. Shaw can give you an account of all the particulars & in what disease I wrott this being Lame of my fore ffinger, but I was willing to give you my thoughts & thereby expresse My Selfe as to the Colledge soe to your Selfe.

Sir.

Your obleidged & ffaithfull Servant
Tho. Cobb.

Adder : Aug 15th. 1666.

Honoured Sir.

I received yours by your servant this morning in answer to which I shall say little, Intending to waite uppon you to morrow at Oxford ; & then I shall give you a ffull account of all particulars, & receive your further Commands what you will have done, I understand that the woman hath conveyed away the Horse to Sibford & intends onely to pay soe much money as he was prized at, which she is ready to pay your Attorney, or whoever you shall appoynt, in Case she may be secured ; or else she intends the thing shall be agreed uppon before she parts with her moneys,

Sir, I am as ever

Your obleidged & reall Servant
Tho. Cobb.

Add : August 20th 1666.

Michael Woodward's Notes.

The deodand fell into the water on the Lady Rochester's side & the Bridge also, as they say, is hers.

Mr Sergt. Holloway Aug. 24. 1666. when I asked him according to Sir Th. Cobb's desire, whether any Lord's Bailie might seize uppon a deodand in another mans Ground, as Mr Carey had seized on the Cart in Adderbury Parsonage Gate, hee told mee that hee might (as for an Heriott) But then asked mee uppon whose Lordshipp it was made a deodand, I told him that it fell in the high way, the Lady Rochester's Land on the one side & our Rectorie on the other but on which side it fell, I knew not (Aske that ; Mr. Steward thinkes that the Bridge is made by the Coll: but aske that also) ; if Mr. Carey seized the Cart, that part of the deodand in our mannor, wee might seize the Horse (A Bay Gelding, at our Sodens the Elder in Sibbord in Swalcliffe)

But then I told Mr. Serieant, what Mr. Carey threatened the woman viz. that if shee would not pay him the deodand (viz 20s as both the

Cart and Horse were prized by the Coroner's Jurey) hee would cite her upp into the Crowne office (that is, sayd Mr. Sericant, before all the Judges) And that, hee said would bee a great Charge unto us, viz. 1st the Charge of the woman & her Attorney to Answer, that shee paid the said deodand unto the Coll: & 2ly A Citation, in the 2nd place would be uppon us, & cost us very deare. His opinion therefore was to wave the Claime thereof, pretending that since the last unruly times our Evidences are either lost, or soe disordered as not to bee found. Adviseing mee to speak to Mr. Steward to peruse the Court Roles of Adderbury, which I did & Mr. Steward perused them; as also the rest of the Bailiffs accounts of Adderbury not yet perused & if noe instance of a deodand in them, then to excuse ourselves (ut supra) & lett the deodand goe. Mr Steward resolved, if Mr. Carey came to Oxon to speake with him, & I spake to our Almoner, if hee came to Oxon to tell mee of it, would it not bee convenient that Mr. Steward should send to Mr. Cary to Ditchley & desire him (to prevent further trouble) to choose some Arbitrators to heare & see what Evidences each partie, viz. the Colledge & the Lady Rochester had. Mr. Sergt. Holloway doth verily believe that the Bishopp of Winton in his Leases did not grant them deodands, as being a royall prerogative.

Mr. Steward being come home, did come to the Coll: Aug the 24th & searched the Court Roles of Adderbury, but found noe instance of deodands received by the Colledge, afterwards hee mett with a Gentleman, an Officer under the Ld Almoner the Bishopp of London, who intends in the next Terme, if Mr. Carey seize uppon the deodand to sue him for it & to know what right hee hath thereunto, where uppon I sent Will: Shaw Sept 4. 1666 to Sir Th. Cobb or to his Servant Mr Richard Jarvice that if Mr. Cary would seize uppon the said deodand & take it away, that hee should suffer him soe to doe, & connive at it, suffering his gates to stand open, (as it were uppon some other Occasions) ffor the Lord Almoner intending to trie the Title with the Lady Rochester, what need the Coll: trouble themselves with it? if deodands were not originally the Bishoppes of Winton's by Charter, they can not bee the Lady Rochester's by Lease, nor belong to the Colledge neither, because the mannor & Rectory of Adderbury wee enjoy as by the gift of the Bishopp of Winton.

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