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SOME TITLE DEEDS RELATING TO TONBRIDGE TOWN AND PARISH, 1476-1869

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Introduction

The conveyances concern property in the town and its rural neighbourhood, Hildenborough and Southborough, all within the ancient parish. The deeds relating to Tonbridge town largely concern single houses, with adjoining properties being occasionally involved. As today, urban houses were separately owned. Sometimes houses had two or three occupiers, though the single occupier was more usual. Property was predominantly let to tenants, with owners sometimes holding two or three or even more houses in various parts of the town. Houses were owned as investments by local people, townspeople rarely holding money in stocks and shares before the nineteenth century. Lending money on mortgage was common, the mortgagees also living in the district.

Deeds relating to urban property are similar in form and content to those relating to farms and fields, examples of the latter being described included in this calendar and others being calendared in Volume 3 (2000): Shipbourne Title Deeds.

The first documents are an original bundle of deeds relating to Tonbridge in the Centre of Kentish Studies, catalogued as U1299 T11. U1299 is a collection of deeds and other manuscripts covering Hadlow, Wrotham and Tonbridge. The collection was deposited at CKS in 1966 by Peacock, Fisher and Finch in London through the good offices of the British Records Association. The principal property in T11 lay on the west side of Tonbridge High Street just below the lower bridge and the southernmost branch or stream of the River Medway (TQ589463).

The second and larger group of documents are the deeds in CKS U1542 T132. U1542 was deposited by the Society of Genealogists in CKS in 1972. It includes a huge number of 55 documents numbered 1-44, with some sharing a number, by the Society. They lie in large envelopes endorsed with the

names of the parties and other details. They are not in chronological order. These numbers are noted before each document in the calendar. It is largely an artificial collection, though some documents are related. In the calendar manuscripts are in chronological order, apart from the fact that related documents are together. As many of the manuscripts are isolated items, a date order is largely preserved.

The largest related group (nos. 1-13) concern two houses in Tonbridge High Street north of Church Lane, 1639-51, including the George Inn, being transferred between the Willard family and Thomas Weller; another group, of leases to several mercers also partly concerning the Weller family relate to two properties south of Church Lane, 1717-43. The main body of manuscripts of the Weller family are CKS U38.

As leases seldom survive in bundles of old title deeds, the number in this collection is valuable. There are five agricultural leases, including an early one of 1642, three for the eighteenth century and one for 1842. While the first four have a few simple covenants, the 1842 lease has a long description of the property and many farming conditions. The descriptions of the properties in the early eighteenth century Tonbridge town leases refer to wells and privies and their cleansing; various rooms and yard buildings are also mentioned in these leases, as in a lease of 1649 of the George or Red Lion in the group of deeds already noted.

Wills are represented in the seventeenth century by that of a farmer, William Rivers, 1630, who divided his moveables and real estate among his wife, four sons and four daughters, and that of Nathaniel Johnson, 1685, one of a family of small gentry, who was mainly concerned with splitting his landed estate among his children. The will of 1817 concerned a farmer and that of 1840 a gentleman with a large and varied estate.

Deeds selling property also span the whole period. They include the conveyance of a small farm called Rolfes at Southborough Common in 1641 and the Hand and Sceptre Inn and eight acres beside the road to Tunbridge Wells in Southborough in 1730. The lease and release of 1713 concerning a messuage and four acres at Nizels Hoath in the

north of Hildenborough refers to a precisely placed hedge beginning “from the middle of a great pollard ash” forming the division of “Marlepettfeild” and a marlpit. With other property it had belonged to Thomas Nichols als. Webb, husbandman, in the mid-seventeenth century, who willed it to his three sons equally; in the 1650s one sold his share to the other two, and the latter then made an equal division of the estate. While such bequests were often made, usually one bought out his brother or brothers, or they all sold to a single person. Division of farms and especially of individual fields was rare.

The mortgage of 1856 (43/) illustrates the building development on the south side of Tonbridge town after the opening of the railway in 1842, much of the investment being as usual by men outside the building crafts.

A “messuage” in modern legal usage means a house, outbuildings, court or yard and adjacent land. Here it refers to a house and outbuildings. “Tenement” refers to a house or portion of one occupied separately. Although the references in title deeds to outbuildings such as barns and stables, and to closes and orchards were often formal, sometimes the description is significant, as in the lease of 20 March 1869 (44/) of “ a messuage or dwelling house with shop, stable, outbuildings and yard” in Tonbridge High Street, shops being normal in the town centre and urban transport still being horse drawn at this date. References to “late owned” or “late occupied” or “newly built” property are sometimes repeated in deeds many years after the first mention. Witnesses names are often spelt in a slightly different way from those within the deeds, and are sometimes partly or fully illegible. People unable to write their names have a mark. Men wrote more often than women down to the nineteenth century, with gentry, farmers, tradesmen and master craftsmen usually being able to write by the later seventeenth century.

A. U12899 T11

26 April 16 Edward IV (1476)

Appointment of attorney

William Baker of Sele (Seal), husbandman to Thomas Smyth and Thomas Holwey for delivery to John Coggar, son of Martin .

Tenement in the town of Tunbrigg (Tonbridge) late bought from William Grubbe, occupied by Robert Lapham, farmer, and Joan Coggar, mother of John Coggar.

Sealed (seal largely missing)

Endorsement Witnesses: Vicar of Seal, Thomas Oliver, John Kane.

12 September 30 Henry VIII (1538)

Grant

Edward Markley to Nicholas Oxley, both senior of Tonbridge.

Messuage and garden adjoining in the town or borough of Tonbridge; lying east to the highway from Winchelsea to London, south and west to the messuage and garden of John Rynge, and north to the meadow once of Henry Sampson; which Markley had lately by gift and feoffment of Thomas Gybbons of Capel, clothier.

Consideration a "certain sum"

Seal (missing)

Endorsement Witnesses: Robert Seneqr (?), Robert Gese, Lawrence Veste (Vesey?), Solomon Chelldern

10 April 1 Elizabeth (1559)

Grant

Nicholas Oxley, one of the sons of Edward, of Tonbridge, to Anne Hovenden of Cranbrook, widow.

Messuage and garden...(as above); lying(as above); three acres of land comprising one parcel called Bromynghall in the town and borough of Tonbridge; lying east and south to the highway from Winchelsea to London, west to the lands of the heirs of John Slatter, and north to the lands of Edward Harryes.

Sealed

Endorsement Witnesses: Edward Oxlye, Thomas Eaves, John Dameryght with others.

(There was a family named Oxley who were broadweavers and clothiers in Tonbridge between the 1550s and 1570s; in his will of 1551, Nicholas Oxley, weaver, left to Nicholas, son of Edward Oxley, two "brode" looms and this property: CKS DRb/Pwr 11 fol.141b; examination of Davie Oxley of Tonbridge, son of Edward and brother of George, both of Tonbridge, clothiers, 1576: CKS Queenborough borough records, QB/Zb. Hovenden was a common surname in Cranbrook; however Anne may be the Anne Hovenden who witnessed the will of Roger Collier of Cranbrook, 31 December 1558: Jules de Launay, abstracted and edited, Abstracts of Cranbrook Wills proved in the Diocesan Courts of Canterbury, 1396-1640, Canterbury, 1984, pp.166, 423-4).

14 July 1561

Feoffment

Anne Hovenden of Cranbrook, widow, to William Cowcheman of Tonbridge, yeoman.

Messuage and garden (as above) in the town and borough of Tonbridge; lying east to the highway (as above), south and west to the messuage and garden of John Ringe, and north to the meadow once of Henry Sampson, afterwards of William Robartes, now of William Coucheman; which she had lately from Nicholas Oxley, son of Edward late of Tonbridge.

Consideration £26

Sealed (seal partly missing)

Endorsement Witnesses: Michael Plane, William Johnson, William Hart, Thomas Pratte.

William Couchman died in 1568, his will describing him as a clothier, as in 6 September 1589 below; it mentions seven sons, Thomas, Richard, Gabriel, Edward, John, Gyles and George; he left an extensive estate in Tonbridge parish and elsewhere in Kent, his son Richard receiving the "tenement bought from Anne Hovynden widow and lande called Posternes Lands lately bought from William Robarte": Prerogative Court of Canterbury 18 Babington).

6 September 1589

Quitclaim (deed renouncing all possible right to a property).

Thomas, Gabriel and John Cowchman, sons of William, late of Tonbridge, clothier, coheirs in gravelkind of their brother Richard, to Edward Cowchman, their brother.

Messuage or tenement, barn, and two gardens belonging (half an acre) at the lower bridge in Tonbridge town, lying east to the highway from Rye to London, north to the river called the Meadway (Medway), west and south to the lands of William Ryng. Three other pieces of land and meadow called Posternefields comprising four acres; lying south to the highway to the Postern, east to a parcel of the Town Lands, and north and west to the River Medway. One other parcel of land and meadow called Posternefield; lying south to the highway to the Postern, west to the parcel of the Town Lands, north to the River, and east to the Posterneparkepale (pale of Postern Park). Four other parcels called Posternelands, with a little cottage on them, comprising 22 acres; lying north to the highway to the Postern, east to the Town Lands, south to the Town Lands and the park pale, and west to the Town Lands, the lands of the heirs of Sir Thomas Fane, deceased, and the lands of Nicholas Swatlands. All given by William Cowchman to Richard in his will, and which on the death of Richard passed to Thomas, Gabriel and John, and their brothers Edward and Giles.

Consideration a sum of money

Signed and sealed Thomas, Gabriel and John Cowchman

Endorsement Witnessed: Edward Playne, Jeremy Beycatt.

1 April 1599

Feoffment

Edward Cowchman of Tonbridge, gentleman, to Gabriel Cowchman of Warbleton, Sussex, yeoman, his brother.

Messuage lately occupied by their brother Giles, with the gardens and orchard and six parcels of land and meadow comprising 22 acres; lying north to the "Posterne way", east to the Town Lands, south to the lands of the lord of the manor, and west to other Town Lands, the lands of the heirs of Thomas Fane, knight, deceased, and the lands of the heirs of William Seliard, gentleman. Three more parcels of land comprising four acres; lying south to "Posterne lane", north to the River, east to the Town Lands, and west to a slip of land or the lord's waste. One more parcel comprising three acres; lying south to the Postern lane, east to the lands of the lord of the manor, north to the River, and west to the Town Lands. Messuage at the lower bridge in Tonbridge town, with its barn and buildings, three gardens, orchards or little pieces of land, and an adjoining field of one acre; lying east to the highway from the Great Bridge to the lower end of the town, south and west to the lands ofSteere, parson of Hever, and north to the River.

Consideration £253

Ended at bottom of deed: "N.H." (Nicholas Hooper, the scrivener)

Signed and sealed Edward Cowchman

Endorsement Witnesses: William Howe, Robert Hooper, "Fances" Couchman, Nicholas Hooper.

Easter 11 James I

Final Concord (two copies)

John Starkey clerk (clergyman) versus Gabriel Cowchman and Judith his wife

Three messuages and three gardens in Tonbridge.

Consideration £41.

B. U1542 T132

1a/ (Copy within 1)

23 December 1630 (date of writing), 18 March 1630/1 (date of probate).

Will proved in Rochester Consistory Court
William Rivers of Tonbridge, yeoman.

Preliminaries He bequeathes his soul to Almighty God, his Maker and Creator, and Jesus Christ his only Son by whose death and passion he fully trusts to attain to the joyful resurrection of eternal life; and his body to be buried in Tonbridge churchyard.

Bequests and Appointments 1) 5s to the poor resorting to his funeral, to be distributed to them at the discretion of his executrix.

2) 12d to Elizabeth, his daughter, now wife of Thomas Jessopp

3) John, Edward, William and James Rivers, his sons, his two joined bedsteads and two other of the best plain bedsteads, his cupboard, two tables with the forms and frames to them, all his bedding covering and blankets, three of his biggest chests and one press, all in his present dwelling house, to be equally divided among them.

4) Agnes, Marie, Martha and Elizabeth Rivers, his daughters, all his linen and pewter to be equally divided among them.

5) Elizabeth his wife to have the use of all his household stuff given to his sons and daughters (as in 3/ and 4/) for her life.

6) She also to have the residue of his "moveable goods, chattels and cattle whatsoever" (presumably including farm implements and livestock).

7) She also to be his executrix.

8) Christopher Combridge, William Latter and John Pellye, his "loving cousins" to be "supervisors" ("overseers" below, the more usual term).

9) Concerning his message, tenement and lands in Bidborough and Tonbridge parishes, his three overseers empowered to sell a parcel called Dunstales or the Upper Juddes (25 acres) in Bidborough at the best price, paying a £50 annuity* to heirs of Thomas Skinner deceased, £40 to Anne Combridge spinster, and £10 to William Head; from residue £10 each to his four daughters when they are 26, the residue being equally divided among his four sons when 28.

10) Messuage or tenement and rest of lands to his four sons equally after the death of Elizabeth his wife; if she dies before the youngest son is 21, overseers empowered to let his tenement and lands, and the rents to be used for upbringing of his children until the youngest is 21.

11) His overseers to put out the rest of the money given to his sons and daughters (as in 9) above), and profits arising to pay his wife for upbringing of children until they reach "said ages" (presumably 21) **

12) Elizabeth his wife to have profit of his tenement and lands during her life, keeping messuage and buildings well repaired and bringing up his children "in decent sorte".

Witnesses Moyses Bennett, Thomas Leddall "scr" (the writer).

(The link with 1/ is that Thomas Leddall is a witness in 5/ and 8/.)

*Although the registered copy of the will (CKS DRb/Pwr xxi fol.431) also refers to an annuity of £50, this is unrealistic in view of the likely value of the land and also perhaps because Thomas Skinner was not a close relation; one concludes that it was just a bequest of £50. The registered copy also refers to the Anne Combridge bequest as £14, not £40. Testators with a wife and children rarely made large bequests outside the immediate family.

**Men more often took possession of property at 21 and women at 21 or on marriage if earlier.

2/ 15 May 1639

Feoffment

John Willard of Framfield, clerk (clergyman) to Thomas Weller of Rotherfield, gentleman.

Part of John Willard in two messuages or tenements etc. in Tonbridge town in the parish of Tonbridge; lying west to the High Street, south to Church Lane, east to the churchyard and north to the messuage of Richard Chowninge, occupied by Henry Burrell and the widow Willard; John Willard being the son of Abraham Willard and the cousin of William Willard.

Consideration "a certain sum".

Signed John Willard "Clarke" (seal missing)

Endorsement Witnesses: Nicholas Saunders, Henry Burrell (his mark)

(Thomas Weller was a lawyer who moved from Rotherfield to Tonbridge about 1640, becoming a Parliamentary supporter during the Civil War. He lived in Bordyke on the north side of the town, leased the Castle and owned other property in the parish. He later moved to Frant, the neighbouring parish in Sussex, where he died in 1670. For a lawsuit of 1640 concerning the Willard family, Thomas Weller and the George Inn, see the Appendix.)

(This is the first of 13 documents concerning the transfer of the two houses between various members of the Willard family and Thomas Weller. Four Willards (with two consorts) convey different parts of the houses to Weller between 15 May 1639 and 1 June 1645; two other Willards convey two-sixths of the George Inn only to Weller on 26 December 1645; on 20 January 1645/46 Weller conveys five-sixths of the house to the north of the George Inn to Anne Willard; the first deed of 15 May 1639 being vague in its reference to "part" of the whole property and "a certaine sum", it is possible that either it was unknown later what share had been conveyed, or that a deed conveying one-sixth of the northern house is missing, or that the first deed was intended or believed later to convey two-sixths of the George and three-sixths of the other house.)

3/ 15 May 1639

Confirmation of feoffment (2/)

John Willard to Thomas Weller (described as in 2/)

(Property as in 2/)

Signed with part of seal John Willard "Clarke"

Endorsements 1) Witnesses: Nicholas Saunders, "Henrie Burrell" tenant (his mark)

2) "relate to Red Lion Tonbridge", in a hand which is probably early eighteenth century.

17/ 20 December 1639

Quitclaim

John Willard to Thomas Weller (described as in 2/)

Two messuages or tenements in Tonbridge town in parish of Tonbridge, adjoining west to the High Street and south to Church Lane.

Signed and sealed John Willard

Endorsement Witnesses: John Roots, Richard Lewes.

8/ 20 December 1644

Feoffment

Elkannah Moyse of Penshurst, yeoman, Mary his wife, and Hester Willard, daughter of David Willard, deceased, and sister of Mary to Thomas Weller.

One sixth of two messuages.

Consideration £10

Signed Elkannah Moyse (seal missing), Mary Moyse (with seal), Hester Willard (her mark) (seal missing).

Endorsements 1) Witnesses: Francis Hames, George Loather, Thomas Leddall, Thomas Beecher.

2) 29 March 1645 John Rootes attorney entered in names of E.M., M.M. and H.W. and delivered to T.W.; witnesses John Roots, George Sharlocke (his mark), Zachariah Turner.

(David Willard was a cousin of Rev. John Willard).

5/ 20 December 1644

Confirmation of feoffment, by appointment of attorney (John Roots of Tonbridge, gentleman, to take seisin (possession) under Thomas Weller.

(Parties as in 8 next above)

One sixth of two messuages.

Signed and sealed (Elkannah Moyse, Mary Moyse and Hester Willard (her mark) (seal missing).

Endorsement Witnesses: Francis Hames, George Loather, Thomas Leddall, Thomas Richard.

7/ 10 May 1645

Feoffment

Edmund Willard of Tudeley, yeoman, to Thomas Weller of Tonbridge, gentleman.

One sixth of the Signe of the George and the other messuage.

Consideration £12

Signed and sealed Edmund Willard

Endorsement Witnesses: John Rootes, Richard Leggert

(Edmund was a cousin of Reverent John Willard).

7a/ 10 May 1645

Bond in £40 concerning the above deed (7/)

Signed and sealed and witnessed as above.

1/ 1 June 1645

Covenant to levy a fine

1. John Willard late of Framfield, clerk, Edmund Willard of Tudeley, yeoman, and Margaret his wife, Elkanah Moyse of Penshurst, yeoman and Mary his wife, Hester Willard, one of the daughters of David Willard, deceased and sister of Mary Moyse.
2. Thomas Weller of Tonbridge, gentleman.

Messuage or tenement heretofore called the Signe of the George in Tonbridge town in the parish of Tonbridge, and its appurtenances (including a "brewhouse"), lying west to the High Street, south to Churchlane and east to the churchyard; another messuage or tenement, lying west to the High Street, east to the churchyard, south to the previous messuage and north to the messuage of Richard Chowning; to be in the fine as two messuages and three gardens in Tonbridge.

Signed and sealed Elkana Moyse, Mary Moyse (her mark), Hester Willard (her mark), Thomas Weller.

Endorsement Witnesses: William Saxby, Nicholas Brattle.

4/ 1 June 1645

Covenant to levy a fine

(Parties as in 1/)

(Property as in 1/)

Signed and sealed John Willard, Edmund Willard, Margaret Willard (her mark), Elkanah Moyse, Mary Moyse (her mark), Hester Willard (her mark), Thomas Weller (three seals with three missing).

Endorsement Witnesses: William Saxby, Robert Whiting, Nicholas Brattle.

9/ 26 December 1645

Feoffment

Anne Willard of Tonbridge, widow of David, son of Abraham of Tonbridge, yeoman, and John Willard, son of David to Thomas Weller.

One sixth of the Sign of the George; lying north to the messuage occupied by Anne Willard; occupied by John Miller and Robert Castleve.

Consideration £10

Signed and sealed Anne Willard (her mark), John Willard.

Endorsement William Saxby, William Dixon, Richard Chowninge.

10/ 26 December 1645

Feoffment

John Willard, son of David, deceased, son of Abraham of Tonbridge, yeoman, deceased to Thomas Weller of Tonbridge, gentleman.

One sixth of the Signe of the George...(as above (9/)).

Consideration £10

Signed and sealed John Willard

Endorsed Witnessed: William Dixon, William Saxby, Richard Chowninge.

12/ 27 December 1645

Quitclaim

Ann Willard, widow to Thomas Weller, gentleman

Messuage called the Sign of the George in Tonbridge town, occupied by John Miller and Robert Castline.

Signed and sealed Anne Willard (her mark)

Endorsed Witnessed: William Dixon, William Saxby, Richard Chowninge.

6/ 20 January 1645/6

Feoffment

Thomas Weller of Tonbridge, gentleman, to Ann Willard of Tonbridge, widow and John, her son.

Five parts (in six parts) of the ancient messuage and backside (yard) and garden, now in several tenements occupied by Ann Willard, Thomas Bennett, Christopher Constable and Thomas Brightlin; lying north to the messuage of Richard Chowninge and south to the messuage called the Sign of the George.

Consideration £12/10 and £7 (£3/10 on 2 May and £3/10 on 2 August)

Signed and sealed Ann Willard (her mark), John Willard.

Endorsements 1) Witnesses: William Dixon, William Saxby, Richard Chowninge;

2) "Feoffment to Willard from Thos. Weller...20 Jany. 1645" (in later hand).

11/ 10 December 1649

Lease for seven years

Thomas Weller, gentleman to John Miller, baker, both of Tonbridge.

Messuage formerly called the Sign of the George, now the "Signe of the Reddlyon", and the "outhouses, bakehouse,

brewhouse, shopps, barn, garden, backside and appurtenances" occupied by Miller.

Consideration £9 per annum

Covenant Miller to do repairs, Weller providing tiles, lime and timber.

Schedule of locks: A lock and key to each of the following doors: street, parlour, buttery next the close, shop, great chamber, buttery chamber, closet, garret, brewhouse, little house, street in Church Lane.

Fixtures: Benches in the parlour; shelves in the buttery.

Signed and sealed John Miller

Endorsements 1) Nicholas Playman, William Wood, Richard Chowninge; 2) "Red Lion, Wellers Deeds".

13/ 20 July 1651

Quitclaim

Ann Willard, widow and John Willard, tailor to Thomas Weller, gentleman, all of Tonbridge.

Messuage formerly known as the George, now the "Red Lyon" and stable, outhouses, garden and yards occupied by John Miller and Francis Nevell, to be bounded by the fence from the corner post of the house straight to Tonbridge churchyard.

Signed and sealed Ann Willard (her mark) (seal missing), John Willard.

Endorsed Witnesses: John Gilbert, George Petley, Richard Chowninge.

16/ 26 December 1619

Bond in £30, concerning title deed of same date

William Bartlett, yeoman, to Alice Niccoll als. Webb, widow, both of Tonbridge.

Signed and sealed William Bartlett

Endorsed Witnesses: Richard Goodhughe (his mark), Richard Knighte (his mark), John Hooper notary.

18/ 28 September 1641

Quitclaim

John Jeffrey of Honingtons, Tonbridge, yeoman, to Henry Beecher of West Malling, mercer.

Messuage called Rolfes, and five parcels of land called Soresfeilds and Gowdherst fields comprising 19 acres; of which Rolfes and nine acres adjoin to the north the common called Le Shirth (Southborough Common) and the land late of Edward Marden, east to the lands late belonging to Marden and the lane from the Shirth to Washlingstone, south to the lands late of Andrew Goldsmith and now of the poor of Horsmonden, and west to the lane from the Shirth to Speldhurst; and of which the two parcels called Gowdherst fields comprising ten acres adjoin east to the lane to Speldhurst, and also lie next to the lands called Horse Crofts adjoining the Shirth; all in Southborough, Tonbridge.

Signed John Jeffrey (seal missing)

Endorsed Witnesses: John Rummins (his mark), Edward Rummins (his mark), George Hooper.

(There were up to five or six families called Jeffrey in Southborough in the period between 1600 and 1750)

19/ 11 November 1642

Lease for 20 years

Henry Beecher (described as above) to John Rummens, sawyer, and Edward, his son, both of Tonbridge.

Messuage called Rolfs and the barn, outbuildings, garden, orchard and six parcels of land comprising 20 acres, occupied John and Edward Rummens; the timber being reserved for the landlord.

Consideration £11 per annum

Covenants 1) Tenants to repair buildings and fences, cut hedges and scour ditches, spread hay and straw from corn, dung and compost on the farmland only.

2) If they plough and sow more than twice the parcel behind the messuage and the croft above the orchard, being meadows, then to pay 20 shillings an acre each time.

3) Landlord to allow timber for repairs.

4) Tenants to take thorns, hazels, maples and willows on the premises for repairing hedges and fences.

Endorsed Witnesses: John Hooper, George Hooper.

20/ 1 January 1675/6

Feoffment

William Waters of Ightham, cordwainer, to John Waters of Tonbridge, husbandman.

One quarter of the messuage, garden, orchard and yard comprising half an acre at Eggpyelane, occupied by John; adjoining east to the lane, north to the lands of the Right Honourable Earl of Leicester, and south and west to the lands of George Hollomby als. Nicholas; in Tonbridge.

Consideration £4 10s

Signed William Waters (his mark) (seal missing).

Endorsement Witnesses: Stephen Arnold, Samuell Arnold.

(Written George Hooper)

21/ 18 January 1684/5 (date of writing), 18 January 1685/6 (date of probate).

Will proved in Rochester Consistory Court in the presence of Richard Higgins Clerk and Surrogate.

Nathaniel Johnson of Tonbridge, gentleman.

Preliminaries He commends his soul to Almighty God hoping assuredly of his salvation by the merits, death and passion of Jesus Christ his Saviour and Redeemer; his body to be buried at the discretion of his executor and Penelope his loving wife.

Bequests and Appointments 1) The poor of Tonbridge 40s. 2) His daughter Penelope the messuage, barn, stable yard, garden and six pieces of land comprising 20 acres at Palmers Street, Hadlow, occupied by William Thorpe; the messuage, barn buildings, closes, yards, gardens, orchards and croft of land in East Hassenden (Hayesden), Tonbridge comprising one acre, occupied by Henry Cheeseman; seven pieces near and occupied with it comprising 14 acres, four pieces of 10 acres and two pieces of eight acres all also occupied by Cheeseman; three pieces, of which two were called Fawtesfeild comprising 10 acres and the other Blundells of four acres, at Upper Cagegreene (Cage Green) occupied by Thomas Johnson; the late erected barn and nine pieces of 33 acres at Upper Cage Green occupied by William Garrett; Penelope paying off any mortgage on these properties. 3) His son Nathaniel all the rest of his real estate and to be executor to pay off debts given moveables and money and selling real estate devised to him if necessary to help. 4) His son Thomas 5s having already been given £540.

Witnesses: Joh: Stileman, Ann Skeffington, Rebekeh Masters and Tho: Lake.

(Eggpie Lane survives in Hildenborough)

22/ 2 November 1692

Bond in £20 for payment of £10 5s on 3 May 1693.

John Robins of Tonbridge, surgeon, to Katherine Wells of Hadlow, widow.

Signed and sealed John Robins.

Endorsement Witnesses: Elizabeth Pinson (her mark), Timothy Stileman.

23/ 20 March 1697/8

Lease for year (release missing)

Thomas Markham of the city of London, fishmonger to George Petley of Tonbridge, gentleman.

Messuage with small parcel lately occupied by John Jeffery, now Thomas Markham and William Jeffery or one of them; the parcel being 15 rods from north to south and four rods two feet from east to west; adjoining west to the highway from Tonbridge town to Tunbridge Wells, south to lands late of Thomas Jeffrey, east to lands late of William and Thomas Jeffery held in common, the moiety whereof is hereby also granted and north to the tenement late of Abraham Latter.

Half a messuage called Burchetts with appurtenances and five parcels comprising seven acres occupied by William Snatchall and Thomas Markham, formerly held in common by William and Thomas Jeffrey; adjoining west to the messuage and small parcel (above) and another little tenement of Thomas Jeffery, and north and east to the lands late of Robert Smyth Esquire deceased.

Both properties lately conveyed by William Jeffery to Thomas Markham and his wife Katherine; and lying in Southborough, Tonbridge.

Consideration 5s (a nominal sum, the real price being in the release)

Signed Thomas Markham (seal missing)

Endorsement Witnesses: John Wood, William Dann, George Weller.

24/ and 25/ 27 March 1713

Lease and release

William Niccolls als Webb of Leigh, miller, and his wife Mary to John Children of Nizells Hoath, Tonbridge, yeoman.

Messuage, garden and yard at the south east side of the messuage, the land between the messuage and a barn, and two parcels on the south of the messuage comprising two acres one yard; adjoining south and east to the lands late of Arthur Children deceased and now of the said John Children; south to a parcel (previously part of the same premises belonging to the messuage) called Marlepettfield, part of the lands called Mansers and Lemonds; north and west to the barn and adjoining close and two parcels formerly allotted to Robert Niccolls als Webb, brother of the said William and now belonging to Robert; and east and north to the "greene called Nizells Hoath" (a common), and the road from it to Phillpotts.

Greatest part of Marlepettfield lying south of the rest comprising one acre, including a little part of a marlpit; taken from the rest of the field by a straight hedge or fence from the middle of a great pollard ash in the hedge dividing the piece allotted to Robert to the pollard oak on the south side of the marlpit in the hedge; which part of the field with the messuage and lands (above) were allotted to William Niccolls als Webb of Nizells Hoath, yeoman, deceased, father of William (party to this deed); adjoining south and east to the lands late of Arthur Children and now of John Children; south to Furthersfield previously part of Mansers and Lemonds allotted to Robert, north and west to the rest of Marlepettfield allotted to William (party to this deed), and to one of the parcels allotted with the messuage.

All this property with other lands belonging heretofore to Thomas Niccoll als Webb of Nizels Hoath, husbandman, deceased, was willed to his sons John, Robert and William equally; after his death John sold his share to Robert and William, who soon after by deed dated 6 November 1658 divided it equally, by which division the property in this deed was settled on William, who willed it inter alia to his son William

(party to this deed). All containing four acres, in Hildenborough, Tonbridge, occupied by Richard Humphry.

Consideration £82 10s

Signed and sealed William Webb, Mary Niccolls als Webb (her mark).

Endorsement Witnesses: James Luck, Daniel Gromebridge.

(The Children family were farmers owning their land for many generations near Nizels Hoath)

25a/ 28 March 1713

Bond in £165 concerning terms and covenants in 25 (Parties as in 25)

Signed and sealed William Webb

Endorsement (Witnesses as in 25)

25b 10 April 1713

Covenant to levy fine

1. John Sharelock of Tonbridge, carpenter, and his wife Anne, John Johnson of Tonbridge, joiner and his wife Anne, and William Niccoll als Webb (as in 25).
2. Anne Gardiner, widow and John Kipping, junior, both of East Peckham
3. Thomas and William Weller of Brasted.
4. John Children (as in 25).

Refers to:

- a) 27 March 1713, feoffment from John and Anne Sharelock to Anne Gardiner and John Kipping of messuage and 25 acres in Hadlow.
- b) 5 and 6 January 1712/13, lease and release from John and Anne Johnson to Thomas and William Weller of messuage and 20 acres at Cooper Corner in Chiddingstone and Sundridge, and one acre at Chiddingstone bridge in Chiddingstone.

c) 27 and 28 March 1713, lease and release (see 24 and 25).

Signed and sealed John Sharelock, An Sharelock, John Johnson, William Nicolls als Webb, Mary Nicholls als Webb (her mark), An Gardner, John Kipping, Thomas Weller, William Weller, John Children.

25c Easter 12 Anne (1713)
Final concord (attached to 25b)

Three messuages, three barns, three stables, four gardens, four orchards, 20 acres of land, 10 acres of meadow, 30 acres of pasture and four acres of wood in Hadlow, Chiddingstone, Sundridge and Tonbridge.

Consideration £160

26/ 20 August 1717

Lease for 20 years

Thomas Weller gentleman to James Dejovas mercer, both of Tonbridge.

Messuage occupied by James Dejovas, and its rooms, that is a shop, fire room, buttery, brewhouse and chambers over; one stable lately built formerly a woodhouse, formerly a brazier's shop and forge house, adjoining the backyard of the messuage and the stable occupied by Elizabeth Luck, widow; adjoining west to the High Street, north to the messuage of John Blanks, and east and south to the messuage, yard and garden occupied by Elizabeth; and a way to lead horses and carry as it is now used out of the High Street through the entry beside the messuage to the new stable; and the right to go from the stable through the garden of Elizabeth Luck to the house of office, keeping in the foot alley nearest it, not damaging the fruit or other things growing in the garden; and the right of Dejovas and his family to go through the yard of Elizabeth Luck to the warehouse used by Dejovas and owned by Weller, and go to the house of office in the said yard; sharing with the occupants of the Red Lyon the cost of cleaning and emptying the two houses

of office; and the right to draw water from the well of Elizabeth Luck in her yard.

Consideration £4 per annum; Weller appointing and allowing sufficient rough timber and tiles and bricks within two miles for repairs; Dejovas not to demolish the wood lodge he has built in the yard used with the Red Lyon Inn next ot Hugh Baynes', late John Wilkins' "shoeing house", having use of it as formerly and as long as Widow Luck occupied the Red Lyon.

Signed and sealed James Dejovas; witnessed John Brooksted, George Weller, Will Weller.

27/10 January 1725/26

Lease for 21 years

Robert Weller gentleman to Thomas Abrahams butcher, both of Tonbridge.

Messuage or tenement newly repaired with a woodhouse late a smith's traverse (small compartment shut off with a screen), late occupied by George Somerton blacksmith, adjoining north to the lane from Tonbridge High Street to the Church, with use of draw well in yard or backside to messuage or tenement called Sign of the Red Lyon late occupied Widow Luck, and use of the necessary (or bog house) of said inn.

Consideration £6 per annum; with right of Abrahams to remove the shelves and counters at end of lease.

Signed and sealed Robert Weller; witnessed Thomas Weller.

27a/ 10 January 1725/6

Counterpart lease

(Parties, property and consideration as in 27/)

Signed and sealed Thomas Abraham

Endorsement Witness: Thomas Weller

(Note on envelope: "Robert Wellers seal bears the arms of Weller of Rolvenden, Kent, although the pedigree does not show either of the above. R.J.T.")

14/ 29 September 1730

Assignment of lease for 21 years

Thomas Abrahams butcher to James Dejovas mercer, both of Tonbridge.

Property as in 27/ 10 January 1725/6

Consideration As in 27/

Signed and sealed Thomas Abraham

Endorsement Witnesses: John Gromebridge, Elizabeth Shore (?)

31/ 19 December 1738

Lease for 15 years

James Colgate and his wife Ann to James Dejovas, both of Tonbridge, mercer.

Property as in 27/ 10 January 1725/6, including shop, rooms and stable etc., (after rooms "together with one other chamber at the entry and late used with the Red Lyon inn occupied by John Williamson, late laid to this house").

Consideration £6 per annum.

Signed John Dejovas

Endorsements 1) Witnesses: James Norris, James Steer, William Johnson, Thomas Beecher, Dan Gromebridge. 2) "15 June 1743 surrender of lease".

15/ 20 May 1743

Lease for seven years

John Colgate mercer to James Norris carpenter, both of Tonbridge.

Messuage in Tonbridge town occupied for several years by James Dejovas, and all the rooms he used, that is, a shop, fire room, buttery, brewhouse, and all the chambers, garrets and rooms over them; a stable lately build formerly a woodhouse and before a brazier's shop or brazier's forge house; a little plot belonging to the stable and leading to a house of office, the stable, plot and house of office adjoining the back yard of the house and the stable heretofore occupied by Elizabeth Luck, deceased, lately by John Williamson and now Benjamin Walker; adjoining west to the High Street, north to the messuage and yard late of John Blanks deceased, "now" of James Luck and "now" of Mr Thomas Austen surgeon, and east and south to the messuage, yard and garden heretofore occupied by Elizabeth Luck, lately by John Williamson and now by Benjamin Walker; with the use of the passage from the new stable, garden and house of office out of the town; with the right to pass through the yard of Benjamin Walker to his messuage and the new built stable, garden and house of office (above) to carry cord wood, faggots etc. to and from the property (above); with the use of the house of office of Walker, bearing an equal share of cleansing and emptying, and of the draw well in the Red Lyon occupied by Walker.

Consideration £6 per annum

Covenants 1) Right of Norris to remove shelves and boxes which he bought from Dejovas at the end of the lease. 2) Colgate supplying rough timber and sharing the cost of bricks and tiles for repairs.

Signed John Colgate

Endorsement Witnesses: William Johnson, Daniel Gromebridge.

18/ 5 June 1730
Feoffment

Thomas Hutchinson the elder of Rotherfield, yeoman to Edward Jeffery of Southborough, Tonbridge, innholder.

Messuage called the Hand and Scepter with appurtenances, and five pieces of land comprising eight acres in Southborough; adjoining south and west to the highway from Tunbridge Wells to Tonbridge, north to the lands of Philadelphia Streatfeild widow, and east to the lands of John and Thomas Snashall; devised by the will of George Petley gentleman to Elizabeth Hutchinson, and she having died soon after settling it on her husband Thomas.

Consideration £298

Signed and sealed Thomas Hutchinson

Endorsement Witnesses: John Wells Luck, Isaac Jennings.

32a/ 1 November 1739

Release under the will of Edward Jeffery of Southborough, innholder, 14 May 1731

Mary Jeffery of Mayfield, Sussex, spinster, eldest daughter of Edward Jeffery, deceased, to her brother Edward, executor of the will.

Consideration £40 legacy

Signed and sealed Mary Jeffery.

Endorsement Witnesses: John Baker, Isaac Jennings.

32b/ 30 January 1739/40

Release (as in 32a/)

Thomas Webb als Nicholls of Leigh, miller, by his wife Sarah, daughter of Edward Jeffery, deceased, to her brother Edward, executor of the will.

Consideration £50 legacy to be paid within six months.

Signed and sealed "Thomas Webb otherwise Nicholls".

Endorsement Witnesses: John Wells Luck, Isaac Jennings.

32c/ 30 January 1739/40

Release (as in 32a)

Alice Jeffery of Tonbridge, spinster, daughter of Edward Jeffery, deceased to her brother Edward, executor of the will.

Consideration £50 legacy to be paid within six months.

Signed and sealed Alice Jeffery

Endorsement Witnesses: John Wells Luck, Isaac Jennings.

33/ 31 January 1739/40

Bond concerning covenants in lease and release of 30 and 31 January 1739/40.

Edward Jeffery of Southborough, innholder to Thomas Webb als Nicholls of Leigh miller.

Consideration £1000.

Signed and sealed Edward Jeffery.

Endorsement Witnesses: John Wells Luck, Isaac Jennings.

32d 31 January 1739/40

Release (as in 32a)

William Roberts of Tonbridge, victualler by his wife Elizabeth, daughter of Edward Jeffery, deceased, to her brother Edward, executor of the will.

Consideration £50 legacy to be paid within six months

Signed and sealed William Roberts

Endorsement Witnesses: John Wells Luck, Isaac Jennings.

30/ 8 August 1733

Lease for seven years

Thomas Baldwin, gentleman to Thomas Dennis, butcher, both of Tonbridge.

Barn, yard and the Four Acres comprising four and a half acres on the right hand side of the road from Cage Green to Tonbridge, the Church Field comprising three acres, a strip adjoining the land of John Simmons comprising three quarters of an acre, the Orchard Meadow comprising one and a half acres, and a piece of land from the road to the forestall; late occupied Thomas Wood; except the fruit, timber, pollards and loppings and toppings; with the way through the strip to the forestall; in Tonbridge.

Consideration £17 per annum, and £5 per acre more if land is ploughed.

Signed Thomas Baldwin (seal missing)

Endorsement Witnesses: Mary Mason, George Alchin.

30a 8 August 1733

Counterpart lease

(Parties, property and consideration as in 30/)

Signed and sealed Thomas Dennis

Endorsement Witnesses (as in 30)

35/ 19 November 1771

Lease for seven years

John Salt of All Hallows Honey Lane, City of London, paper stainer and his wife Philadelphia to Thomas Dennis of Tonbridge, yeoman.

Messuage called the Parsonage House, with the roasting jack fixed in the kitchen, the copper and cistern in the brewhouse, and the oasthouse, stable, malthouse and adjoining storeroom, with the cyder press, mill and other utensils for making cyder in it, and all other outhouses, yards, gardens and orchards adjoining; and several fields let with it, that is, the Forestall (one acre), the Little Meadow in front of the house (half an acre), the Church Field (three acres), the Malthouse Field (three acres), the Orchard Field (one and a half acres), the adjoining strip (half an acre), and the Four Acres (four acres), on the west side of the road from Tonbridge town to Cage Green with the tithes (except on the Four Acres), occupied by Thomas Dennis; except the timber and timber trees, timber pollards, with the right to cut and remove them, and inspect and order repairs.

Consideration £32 per annum.

Covenants 1) Dennis to repair

2) Also to preserve not only timber trees and fruit trees in orchard, but also fruit trees he planted, replacing those perishing

3) Also not to pollard any trees except those already pollarded, with a fine of 40s per tree

4) Also to cut and replace hedges and quick (live) fences, so that "quickfryths and springs there may not be wasted"

5) Salt to allow rough timber within a mile of the messuage for repairs at the charge of Dennis

6) Also to pay taxes and rates from the premises for the repair of the chancel of Tonbridge Church.

Signed and sealed Thomas Salt, Philadelphia Salt

Endorsement Witnesses: William Elsley, J. Hall

(The farm was part of the rectorial glebe, the lay rector being responsible for the upkeep of the chancel).

29/ 24 November 1733

Lease for 13 years

John Waite of Hollanden, Leigh, yeoman to William Latter of Tonbridge, yeoman.

Messuage called Mardens, barn, stable, stall yards, gardens, orchards, yards and seven fields comprising 18 acres, occupied for several years by William Latter; in Tonbridge.

Consideration £11 per annum

Covenants 1) Latter to spread straw from corn and dung on the land. 2) Latter not to plough meadow land, or in last two years plough more than eight acres, subject to penalty of £4 an acre.

Signed William Latter (his mark) (seal missing)

Endorsement Witnesses: James Crosley, Thomas Weller.

34/ 17 November 1761

Bond to pay money and perform covenants in mortgage of same date

Robert Friend of Tunbridge Wells brewer to Elizabeth Gott of Goudhurst, widow.

Consideration £400 to pay £200 and £8 interest (that is, four per cent)

Signed Robert Friend (seal missing)

Endorsement Witnesses: Philip Hemesby, Matt Pope.

36/ 3 November 1794

Agreement for purchase

Samuel Mills, gentleman to Samuel Simmons, ironmonger, both of Tonbridge.

Message etc., garden and appurtenances on the east side of Tonbridge High Street; adjoining north to the message occupied by Edward Featherstone and south to the message of ----- Hammond, gentleman; occupied by Nathan Davy; with access through the yard, passage and gateway of the message occupied by Featherstone, reserved in the lease from Samuel Mills, deceased, to Featherstone, of ----- (date omitted).

Consideration £350 on 5 April 1795, with charge of five per cent per annum if unpaid.

Covenants 1) Simmons to give bond for payment within six months

2) Conveyance and other documents to be held by Mills until he was paid.

3) Mills not to have to pay for levying a fine

4) Mills to execute bond in £200 to Simmons to indemnify him from any expense by dower of Mary wife of George Mills of Sevenoaks, gentleman, Sarah wife of Thomas Mills of Wateringbury, yeoman, Esther wife of John Mills of Camberwell, Surrey, gentleman, Ann wife of Vanderlure Mills of Tonbridge, yeoman and Elizabeth wife of Samuel Mills (party to the lease), of the premises.

5) Mills paying taxes to 10 October last, Simmons receiving the rents from then

6) Bonds between Mills and Simmons in £100 to perform these covenants.

Signed and sealed Samuel Mills, Samuel Simmons

Endorsement Witness: William Scoones

(Samuel Mills, who had formerly been a “mercator and country shopkeeper”, owned extensive property in the town and neighbourhood: CKS U1950 T13 (bdl.2), M. Stephens, ‘Five Properties on the Outskirts of Tonbridge’, in C.W. Chalklin, ed., Georgian Tonbridge, Tonbridge, 1994, p. 178, Samuel Simmons died in 1799, his will being in CKS DR6/Pw63).

37/ Hilary 1817

Final concord

William Longhurst versus George Wray Eldridge and Ann his wife.

Messuage, barn, stable, warehouse, outhouse, curtilage (small court, yard or piece of ground attached to a house) and garden in Tonbridge.

Consideration £60

(G.W. Eldridge and his father Henry were property owners and residents in Tonbridge (Stephens, p. 182), W. Longhurst also lived in Tonbridge in the years around 1817 (CKS. Q/RPL Tonbridge town))

38/ Ditto

39/ 7 June 1817

Will proved 4 September 1818, in the Prerogative Court of Canterbury.

William Bellingham of Cold Harbour, Tonbridge, yeoman.

- 1) Executors to pay all debts, funeral expenses and charges of proving will.
- 2) William, his son to have the messuage or tenement farm and lands called Horns Lodge in Stansted which he occupied, bought from Thomas Hills; subject to a £50 annuity to Elizabeth, his wife, if she remained a widow.
- 3) Jeremiah, his son, to have the property (farm) at Burys Maple, in Ash next Ridley, lately bought from Mr John Waite and others; subject to a £50 annuity to Elizabeth, if she remained a widow, and chargeable with the legacies if his personal estate was insufficient.

- 4) Annuities to Elizabeth in 2) and 3) above to be paid four times yearly, on Lady Day, Midsummers Day, Michaelmas Day and Christmas Day (the usual dates for payment in financial transactions), the first sum being paid on the first of these dates after his death; with the right to distrain (take possession to obtain payment) after 20 days.
- 5) Elizabeth to have use of any bed (except the best) with the bedstead, furniture, sheets and blankets belonging to it, to be chosen by her within a month; also the chest of drawers, table and chairs she owned at their marriage.
- 6) Rimmy, her daughter, wife of James Young, to have them after her death, and not to be sold.
- 7) Elizabeth to have £50 within three months; the property given to her to be taken in lieu of dower, executing a release to the executors. (The dower was the portion of the deceased husband's estate which passed to the widow for life; in Kent under the custom of gavelkind it was one half as long as she stayed single).
- 8) Sarah, his daughter, wife of Thomas Martin of Ducks, Wrotham, now forgiven £300 advanced to her.
- 9) Philly, his daughter, wife of Thomas Martin of East Malling, now forgiven £100 advanced to her, and given £100 more, to be paid within 12 months of his death.
- 10) Rimmy to have £200, not subject to control of James, investing it in real or government security (presumably real estate or government stock) in name of trustees for her benefit; she having right to "receive and dispose of it", and if still available at her death to pass to her children equally.
- 11) William and Jeremiah, his grandsons, being sons of Jeremiah his son, to have £100 each when 21
- 12) William his son forgiven £100, and £500 on bond, advanced to him, subject to the payment of all interest on the £500.

- 13) Aaron his son now forgiven £100 advanced to him, and given £500 more, within 12 months
- 14) John his son to be forgiven £100 advanced to him, and given £400 more, within 12 months
- 15) Henry his son to be forgiven £100 advanced to him, and given £450 more, within 12 months
- 16) Jeremiah his son the rest of his personal estate
- 17) William and Jeremiah his sons to be joint executors, reimbursing themselves for their expenses

Signed William Bellingham, witnessed Richard, Thomas and Miles Crow, clerks to Mr Crow, Sevenoaks

Sealed (stuck in paper endorsed "1,900 Navy 5 Per Cents")

Sworn under £3000, George Gostling, Nathaniel Gostling, R.C. Crisswell, deputy registrars.

40/ 1 December 1840

Will proved 20 November 1844 in the Prerogative Court of Canterbury.

Thomas Crundwell of Tonbridge, gentleman

- 1) Margaret his wife to have all food, liquors, fuels and housekeeping stores
- 2) Thomas and Henry his sons as trustees to have Upper Hayesden Farm at Hayesden in Leigh, Bidborough and Tonbridge occupied by Lawrence Foster, half an acre formerly part of manorial waste at western part of Southborough Shirth (that is, Common) occupied by John Gallard, all household goods, money, securities, shares in Saint Katherine Docks (built on Thames in London in 1829s) and Alliance Insurance Companies; to sell in order to pay his debts, funeral and probate expenses, and expenses of trusts; and to invest in government or Bank of England

stock, paying the income to his wife as long as she stayed a widow; if she remarried to have a moiety, the other half passing to their four children, Thomas, Henry, Ann and George.

3) Thomas and Henry to be executors.

Signed Thomas Crundwell, witnessed Sydney Alleyne, solicitor in Tonbridge, Samuel Ashdowne his clerk.

Codicil 14 March 1844, George also to be executor, signed Thomas Crundwell, with. Sydney Alleyne solr., Tonbridge, Thomas F. Walker.

Extracted by Iggulden Puckle and Puckle, Proctors at Doctors Commons.

Sworn under £2000, testator died 26 September 1844, Charles Dyneley, John Iggulden, W.T. Gostling deputy registrars.

41/ 30 September 1842

Lease

William Wilkin Stephens of Southfield, Tonbridge, clerk to John Cronk of Brownings Lodge, Rotherfield, land surveyor.

Yew Tree Farm (189 acres, 2 roods, 7 perches), comprising:- (the use of capital letters does not seem to be consistent in the following field names)

Meadow and pasture: the Paddock (34a. 2r. 32p.), the Yew Tree Meadows (10a. 20p.), Cronks bank (6a. 17p.), Barn Mead (2a. 2r. 13p.), Caroline Field (3a. 2r. 9p.), Cross Keys Meadow (6a. 3r. 10p.).

Arable: Brokes field (5a.), Beech field (9a. 1r. 29p.), Sand hole field (6a. 1r. 20p.), Devies (Devils?) gate field (5a. 1r. 6p.), the Fifteen Acres (15a.), Hollow field (5a. 8p.), Upper Seven acres (8a. 3r. 29p.), Hollow Old Mead (3a. 1r.), Lower Seven Acres (7a. 14p.), Sunney Bank field (7a.), Quick field (6a. 2r. 12p.).

Hop ground: Cronks Bank Hop garden (2a. 3r.), New England Hop garden (4a. 3r.), Moores Hop garden (1a. 3r.), Peat bog (3r.)

Woodland: Barn Shaw (2r. 28p.), Little Shatters (2a. 2r. 25p.), Furze field (8a. 3r. 32p.), Moores Russet (18a.).

Called Yew Tree and New England Farms, with newly erected messuage, tenement or cottage on latter (reserving entry to and from back of mansion occupied Stephens to lane or roadway in rear of farmhouse); reserving all timber and young trees likely to become timber, and quarries of mine or stone, with access to cut and carry away and mine, and right to "hunt, hawk course and file". (New England is a name transferred from North America intended to denote a remote situation in the parish: J. Field English Field-Names: A Dictionary, Gloucester, 1989, p. 148).

Consideration £250 per annum free of taxes (property and land taxes and great tithes excepted), on 25 December, 25 March, 24 June and 29 September; paying £100 per acre for pasture and meadow ploughed without consent; being allowed to plough Cronks Bank and Caroline Pasture and convert them to tillage; within six months on being allowed stone and sand, timber in woodyard, £270 allowed by Stephens and any further sum he needs to build additional rooms to farmhouse and other brick buildings to the satisfaction of Stephens' surveyor; not to leave rent unpaid for more than 14 days, underlet without consent or go bankrupt; to paint messuage, do all repairs being allowed timber, sand and stone and repairing iron fence across the Paddock; leaving at end of lease at least eight acres hops of three years growth; preserving timber of oak, ash, beech and elm and underwood, encouraging growth of timber in hedgerows; cutting and making hedges and other quick fences at fit times of year so that quick frith and sprigs not wasted; making ditches where ditches before; not topping trees or making hedges without one month's notice to Stephens so that he may mark trees to be cut and those to be left for timber. To farm using the most approved method "according to the custom of the County of Kent"; not carrying away hay, straw or grass on fine of £20 per wagon load, without bringing back one wagon load of dung or manure to be spread; on being allowed £30 for draining tiles to be used to drain land, to keep all (including present) drains repaired; having use of one barn and granary until next 1 May after end of lease, to store , thrash etc. corn and grain; leaving 10 acres fallow and 10 acres seed sown; at request of Stephens signing warnings against hunters, trespassers etc.; being allowed to kill rabbits; Stephens repairing after fire or tempest; being allowed at end of lease for

hoppoles, whole manurs, draining within last three years, fallows, underwoods down to the stub, ploughings and young seeds sown by valuation according to the custom of the country, and hay and straw at market price; both parties having right to determine lease after seven or 14 years, giving 12 months' notice; Stephens having right to claim five acres or the Paddock at 29s 6d per acre (to be deducted from rent) on three months' notice.

Signed (seal cut off) John Cronk; witnessed "Iss. Hopwood Chancery Lane London".

Attached (paper) receipt by Cronk, Browning Lodge, Rotherfield, 26 October 1842 of £300 for building and altering farmhouse and draining tiles, as in lease.

42/ 26 April 1851

Mortgage of reversionary interest

William Barham of Ightham beer brewer to Benjamin Corke of Seal, builder.

Messuage or tenement formerly used as carpenter's shop in High Street, Tonbridge town, formerly occupied Henry West now Henry Hubbard; subject to life interest of Frances Barham of Tonbridge, widow, mortgaged 5 August 1848 and 29 March 1849 for \$50 and £50 respectively to John Beale Jude of Wateringbury, brewer.

Consideration £35 13s 3d at five per cent.

Signed and sealed William Barham (his mark), and another seal unsigned; witnessed Edward Carnell solr. Tonbridge Kent.

43/ 8 March 1856

Mortgage

John Adams late of Ticehurst, innkeeper, now of Tonbridge, to John Jarvis of "Tonbridge" Wells, parish of Tonbridge. (John Jarvis was a butcher and cattle salesman of Calverley Road,

Tunbridge Wells: Kelly's Directory of Kent, 1859; Tunbridge Wells was written occasionally with an "o").

Two messuages, tenements or cottages in three dwellings, buildings, well of water, ground, and five new built messuages or tenements built by John Adams on the land, at Primrose Hill on turnpike road from Tonbridge to Woodsgate, Tonbridge, formerly occupied James Wenborne and Stephen Turner, then Thomas Blake and - Jenkins, since Thomas Blake, Thomas Hider and - Hayward, then George Christer, Matthew Allcock, Henry Amber, Moses Wickenden, - Wood, Edward Hope, - Clout and --, now --; one other messuage recently erected by Adams on said ground occupied Mr John Dunning, adjoining north to the turnpike road, east to the parcel formerly of William Jeffery deceased, then James Alexander Esquire, now Sir Isaac Lionel Goldsmid baronet, south to the parcel called the Four Acres formerly of John King, afterwards James Alexander and Thomas Turner, afterwards Alexander and Richard Corke, now Goldsmid and Corke, and west to the parcel formerly of John King now William Ash adjoining the carriageway from the turnpike road through the Four Acres.

Consideration £560 at five per cent.

Signed and sealed John Adams; witnessed "Edw. Carnell solr. Tonbr. Kent".

44/ 20 March 1869

Counterpart lease

Benjamin Baker of Sevenoaks, plumber to Joseph Heathfield of Tonbridge, pipemaker.

Messuage or dwelling house with shop, stable, outbuildings and yard in High Street of Tonbridge town, late occupied Philip Richmond now Joseph Heathfield.

Consideration £30 per annum, paid quarterly (as in /41), free from taxes (except land tax and landlord's property tax if any).

Appendix

The George Inn beside Church Lane and the house to the north in Tonbridge town (see documents dated 1639-51) were the subject of a Chancery lawsuit of 3 February 1639/40 (National Archives C6/138/222), Thomas Weller being the orator. He claimed that David Willard of Tonbridge, yeoman, owned the houses until his death about 40 years before. They descended to his two sons John the elder and Abraham according to the custom of gravelkind (presumably as he died intestate). On the death of John about 30 years before his share passed to his sons and coheirs David and William, David then conveying his share to William. Abraham also died about 30 years ago, his share passing to his son John, the clergyman. When William died ten years before his share also went to this John, so he owned the whole property. On 15 May 1639 he sold it to Weller.

He then claimed that the defendants including Henry Burrell of Tonbridge, tailor, Ann Willard of Tonbridge, widow, and her son John Willard "from Penshurst" had pulled down the rails, fences, posts and pales, cut down the fruit trees, pulled down part of the buildings and had said they would pull down the rest.

This statement suggests that the property had been owned by the Willard family for a long time. John Willard only sold part of the property in May 1639 and later deeds show that his relations also had a large interest; thus he was not the sole owner as Weller claimed. The fact that Ann Willard had an interest and Henry Burrell was a tenant explains their presence on the property; perhaps they were doing alterations. One suspects that at the least Weller was greatly exaggerating the damage.

According to another Chancery lawsuit of 1629 (C8/70/205) Robert Hayes of Cobham and his wife Mary claimed that the two houses were owned by William Willard, who bequeathed them in 1621 to his wife Mary for life, then to John Willard the clergyman; when Mary remarried Robert Hayes the three sons of Edmund Willard of Tudeley, gentleman claimed a share and took the case to Chancery. This is a different history of ownership from that of Weller. They also said William spent up

to £50 repairing and improving (“beautifying”) the house occupied by Burrell.