

## Chapter 5 The Sale of the Manor of Langcliffe

Full documents in Appendices 2 and 3.

Prior to consideration of the details of the documents concerning the sale of the manor of Langcliffe in 1591 and associated land transactions it is helpful to be reminded of all the complicated technical terms and the laws involved in these legal processes.

### Money

*King John, W.L. Warren 1960, Book Club*

*Money, 1973. A. James, publ. Batsford*

*The Queen's conjuror- the life and magic of Dr Dee, 2002. B.Woolley, publ. Harper Collins.*

Around 1200 (King John) silver pennies were the only currency in use. Pounds, shillings and pence were accounting terms only. Pennies were packed in £100 sacks or barrels for use by the king.

In the time of Elizabeth there were struck the following:

Gold: sovereigns, rials (ten shillings), angels, pounds, crowns (some as half or quarters)

Silver: shillings, sixpence, groats, 1½d, 1d, ½d The mark is commonly referred to, worth 13s 4d.

Earlier coins included the gold noble or angel (because of the decoration) worth 6s 8d (a half mark). Bank notes were not produced by the Bank of England until 1695.

Before the age of bankers burial of money was a common method of safe deposit and the countryside was assumed to be heaving with hoards of jewelry and coins. The Usury Act of 1572 limited interest rates to 10%. In general this was a time of beggars, scams, speculation, debt, and inflation in an uncertain economic climate in which money was scarce.

### Landholding

*Law and Jurisdiction in the middle ages, W. Ullmann, G.Garnett, publ. Variorum reprints, London 1988 (Liverpool Univ.)*

*Thoresby Soc. vol. 33*

*Thoresby Soc. vol. 41*

*Conveyancing practice from local records, A.G.Foster p197.*

Land under the feudal system is not the subject of ownership but of tenure. The King was the owner and land was let to tenants in return for service. Such land is known as fief or fee, and the recipient a feoffee. The King was the only landholder in the realm and barons were landholders from the Crown.

The whole kingdom was the King's manor. All others held of him by various tenures and services, some military, some agricultural (socage), some free, some servile (chivalry).

All were the King's tenants. By the Statute of Knight's Service of 1660 all lands held by military service were converted into free and common socage.

The local manors at the time of Domesday were Giggleswick, Stainforth, Rathmell, Anley, Settle, Langcliffe and Stackhouse. A manor is seldom co-extensive with a parish - Giggleswick Parish contained the townships (vills) of Settle, Giggleswick, Langcliffe, Rathmell, and Stainforth. A manor could contain several townships or vice versa.

The distribution of land within a manor was

- a) The desmesne or domain - lands kept by the Lord of the Manor 'seized in his desmesne as of fee'. Only the King is superior. The land was tilled by services of free tenants in return for their holdings.
- b) Lands granted by the Lord to free tenants in fee simple (i.e. descended as of right from father to son) for various fixed services. Lands were conveyed by feoffment and livery of seisin and later by deed.
- c) Lands granted by the Lord to villeins or serfs or permitted to be occupied in return for unfixed services, or as a matter of grace and favour. Services were eventually converted into rents and villeinage ceased in 1617.

Copyhold, freehold and leasehold properties were often held by the same man. Copyhold meant that the holder held by written agreement of the Lord with use only of the surface of the land, with no rights to cut timber or mine - so trees could not be planted. A piece of copyhold land is 'a parcel of the manor of .....'.  
d) Wastes or commons - freehold held by the Lord but other freeholders had rights of pasturage and turbary.

Land was granted to a man and his heirs for ever; so how could he sell his land and alienate land from his heirs? A fictitious and amicable suit was tried in the Court of Common Pleas or Court of Chancery. Common Recovery, in use by 1493, was the method of barring the entail of land to heirs only. The 'owner' had a friend to bring an action against him claiming that he had a better title to the property. The friend was only acting as a trustee to bar the entail. Another deed was required to direct him as trustee how to deal with the property according to the wishes of the 'owner'. Another method was Conveyance by Fine - another fictitious suit comprising

- 1) The writ of covenant
- 2) The licence
- 3) The Concord
- 4) Note of the Fine
- 5) Foot and indentures

Feet of fines was by 1314 a convenient and secure means of conveying a freehold estate, establishing or breaking an entail, establishing a tenancy for life or providing for the remainder of an estate held in dower.

Freehold land rents were fixed over a very long period and became gradually less significant with changes in monetary value. By the mid-17thC many freeholders had ceased to make any payments whatever and freehold had almost achieved its modern meaning.

(M.Campbell, 1942. *The English Yeoman*, publ. Yale University Press)

1607 .... when freeholders dwell out of the manors whereof they hold and pay unto their Lords but a small acknowledgement as a rose, a pepper corne, a jyllyflower, or some such trifle, or are to do some service at times, whereof in many yeares has been no use .... they have not been looked for neither have their suites been continued for a long time inso much as they and their Tenures have grown out of memorie, and their services out of use.

The *Conveyancy Act of 1881 Sect. 65* and amended *Conv. Act 1882 Sect.II* affected very long leases. Where a lease is granted for a term of 300 years or more without any rent or a peppercorn, and there remain at least 200 years unexpired, and there is no condition for re-entry, and no trust for the freeholder, and the lease is not created by sub-demise, the leasehold can be converted into a fee simple freehold by the Conveyancy Acts. A leasehold will merge in the freehold if there is unity of possession. Thus a term of 1000 years, held by a person having also a life estate, would merge therein and become extinguished. (*Copyhold and other land tenures of England*, B.W. Adkin, publ. Sweet and Maxwell Ltd., London 1907). This applies to Langcliffe which mentions leases of 500 years from about 1591.

The method of bargain and sale was used from 1535. Lease and release was used from 1600 to 1845. Until 1660 land held under tenure descended automatically to the heir (*Farm and cottage inventories of mid-Essex 1635-1749*, 1969. Steer, F.W., publ. Chichester).

Freeholders owed suit and service to the Lord, which took the form ultimately of a token payment, a chief rent, but they enjoyed the property in their land for the purposes of husbandry, and could occupy, lease or even sell it, at their pleasure (in c. 1635) (*The open fields*, 1954. C.S. and C.S. Orwin, publ. Clarendon Press). Rent may or may not be payable by freeholders. A suit of court or suit of mill is an obligation of a tenant to attend a manorial court or to grind corn at the manorial mill.

The transfer of the manor of Langcliffe involving Nicholas Darcy, Henry Billingsley, Raphael Pemberton and Richard Cuttes has to be considered with these methods in mind.

### **Lease**

A lease is granted to one who has a greater interest in a property, also called demise. A conveyance or grant usually is coincident with a rent. If it comprises the whole interest in a property it is not a lease but a conveyance or assignment. For a lease the terms used are: 'demise, lease and to farm-let' or 'demise and lease'. Lease and release is a mode of conveying freehold land derived from the Statute of Uses of 1535/6 and is usually effected over a one year period.

### **Statute of Uses 1536**

This conveyed legal estate to the purchaser if money was paid, because the Act vested the legal estate in the land in the person who had use of it. The seizin of land was often transferred by verbal bargain and sale so it was difficult to know who owned the land. The Act of Enrolments of 1536 was then passed to remedy this difficulty. Every bargain and sale was to be made by deed indented and enrolled within 6 months. This stopped objectionable secret conveyances. Land could now be bequeathed.

Lawyers discovered a method of evading the Statute since these Acts only applied to freeholds not to terms of years. Therefore a bargain and sale was made for a short term of years by word of mouth and payment of money. Then when a lease was made the landlord's interest could be immediately released and freehold conveyed without livery of seizin or enrolment.

The Statute of Frauds was passed 29 Charles II (1689) which stopped secret conveyances - every contract had to be in writing.

The Statute of Uses was repealed in 1922.

### **Statute of Wills 1540**

This was an Act to control how lands, tenements etc. could be transferred by will or testament or otherwise disposed. (Socage is tenure of land by certain determinate services other than by knight's service).

*Be it ordained and enacted by authority of the present Parliament that all and every person, having any manors, lands, tenements or hereditaments, holden in Socage, or of the nature of Socage Tenure, and not having any manors, lands, tenements or hereditaments holden of the King our Sovereign Lord by Knights Service, by Socage Tenure in chief, or of the nature of Socage Tenure in chief, nor of any other person or persons by Knights Service, from 20th July 1540, shall have full and free liberty, power and authority to give, dispose, will and devise, as well by his last Will and Testament in writing, or otherwise by any act or acts lawfully executed in his life, all his said manors, lands, tenements or hereditaments, or any of them, at his free will and pleasure; any law, statute, or other thing heretofore had, made, or used to the contrary notwithstanding.*

*And it is further enacted that all and singular persons having any manors, lands, tenements or hereditaments of Estate of Inheritance holden of the king's Highness in Chief by Knights Service, from the said 20th July, shall have full power and authority, by his last Will, by writing, or otherwise by any acts lawfully executed in his life, to give, dispose, will, or assign two parts of the same manors, lands, tenements or hereditaments in three parts to be divided, or else as much of the said manors, lands, tenement or hereditaments as shall amount to the yearly value of two parts of the same, in three parts to be divided in certainty, and by special divisions, to and for the advancement of his wife, preferment of his children and payment of his debts, or otherwise at his will and pleasure.*

*Saving and reserving to the King our Sovereign Lord, the custody, wardship and Primer Seisin of as much of the same manors, lands, tenements or hereditaments, as shall amount to the full and clear yearly value of the third part thereof.*

### **An Act for the explanation of the Statute of Wills 1542/3**

*That all persons having a sole estate or interest in Fee simple of and in any manors, lands, tenements, rents or other hereditaments, in possession, reversion or remainder, and having no manors, lands, tenements or hereditaments holden of the King, his heirs or successors, or of any other person by Knights Service, shall have full and free liberty, power and authority to give, dispose, will or devise to any person (except bodies politic and corporate) by his last Will and Testament in writing, or otherwise by any acts lawfully executed in his life by himself solely, or by himself and other jointly, all his manors, lands, tenements, rents and hereditaments, or any of them, or any rents, commons, or other profits or commodities out of any parcel thereof, at his own free will and pleasure.*

### **Knight Service**

*The English ecclesiastical tenants-in-chief and knight service, especially in the 13th and 14thC, H.M.Chew, publ. OUP London 1932 (BD)*

This was abolished in 1660 but freehold land could still command petty obligations such as an inheritance fine.

*(M. Campbell, 1942. The English Yeoman, publ. Yale University Press)*

### **An Act for the better settling of intestates' estates 1670**

*... after June 1st 1671 ...take sufficient Bonds with two or more able sureties, respect being had to the value of the estate, in the name of the ordinary, with the condition in form and manner following:*

*"The Condition of this Obligation is such, That...."*

*One third to the wife of the intestate, residue by equal portions amongst the children. If no children, one moiety to the wife, remainder to next of kin in equal degree. If no wife, equally to the children.*

### **The law of land and property**

The term of years in Norman times was not regarded as a tenure but merely as a contract with no security of tenure. This changed to leasehold in later times. The tenant for a term of years only had a contract; this was a mere chattel and he could leave it by his will just like any other chattel. Any balance of debts could be transferred to the executor or administrator as today. A tenant could part with his land during his life but had no power to leave it by his will.

Where a lease is granted for a term of 300 years or more without any rent, or a peppercorn, and there remain at least 200 years unexpired, and there is no condition for re-entry, and no trust for the freeholder, and the lease is not created by sub-demise, the

leasehold can be converted into a fee simple by the *Conveyancy Act of 1881 section 65, amended Conv. Act 1882 sect. 2.*

On the death of the owner property always passed to the executors and administrators. A leasehold will merge in the freehold if there is unity of possession. Thus a term of 1000 years, held by a person having also a life estate, would merge therein and become extinguished (*Copyhold and other land tenures of England, 1907. B.W.Adkin, publ. Sweet and Maxwell Ltd., at Bury St Edmunds RO*).

*The Law of Property Act* of 1922 abolished copyhold and other special tenures (section 128). The *Landed Property Act* of 1925 abolished all obsolete methods of conveyancing, including copyhold.

### **Mortgages**

*(The law of the manor, 1998. C. Jessel, Publ. B. Rose Law).*

Before 1926 mortgages of freeholds were made by transferring title to the lender. A charge such as a mortgage is a sum of money due to somebody who does not have an interest in the land tenurially superior to that of the payer. A rent charge is a type of charge. Mortgages mean that money is borrowed and borrower's land is used as security for debt and the interest on it.

### **Recognizance**

This is a bond or obligation, entered into and recorded before a court or magistrate, by which a person engages himself to perform some act or observe some condition; also a sum of money pledged as surety for such performance and rendered forfeit by neglect of it.

### **Notaries and Scriveners**

*Notaries Public in England since the Reformation, 1991. C.W.Brooks, R.H.Helmholz, P.G.Stein. Publ. The Erskine Press*

By the 17thC notaries had established an important and highly specialized line of work in connection with England's commercial activities. They facilitated transactions between merchants, including the payment of bills of exchange. They recorded notes of the safe arrival of ships in harbour and handled contracts associated with partnerships and insurance. By contrast, the scriveners usually worked more exclusively within the domestic economy, but in their case also general legal writing eventually developed into more specialized work, especially in connection with banking. Since they were able to write the instruments, especially conditional bonds, which secured financial agreements, scriveners became involved by the mid 16thC if not earlier, in the business of helping to facilitate the lending of money. Initially this took the form of acting as intermediaries who linked up those with spare money to lend and those who needed to borrow, and then writing up the necessary documentation in connection with the deal. They rarely put up any money themselves. They laid the foundations of English banking.

### **Letters Patent**

Authorization of a person to enjoy some privilege - less solemn than a charter.

### **The Sale of the Manor**

**Augmentation Office: particulars for grants PRO E318/9/348**

**12 July 1543**

Request by Sir Arthur Darcy to farm manors of Nappay etc. late of monastery of St Leonard

*The National Archives*

Md that I Arthur Darcy knyght require to purchase of the kinges highnes by vertue of the kynges comission of Sale the premisses being of the clere yerele value of fyftene poundes thre shillings and foure pence In witnes whereof I have subscribed the byll with my hande and putte my Seale the day and yere in the said date expsed

### **Calendar of State Papers Domestic 1581-90**

**Sept. 12th 1575 p503**

Sir Tho. Cecill to Burghley. Recommends the suit of Sir Henry Darcy for an exchange of his manor of Sawley, in Yorkshire, for one of equal value in the county of Huntingdon.

### **Calendar of Patent Rolls Eliz. I 1580-82 Ed. A. Morton, HMSO 1986**

**No. 23 October 27th 1581 mm17-23**

Grant in fee simple to Peter Ashton..... At the suit of Henry Darcy, knight, and in consideration that Darcy and Peter Ashton have granted to the crown the site of the late monastery and manor of Sawley, Yorkshire.

### **Licence to alienate**

**2 May 1582 PRO C66 /1221 / MEM15**

*Calendar of Patent Rolls Eliz. I 1580-82 vol. 9 no. 1992 Ed. A. Morton, HMSO 1986*

*The Queen to all to whom &c. greeting. Know that we of our special grace and for twelve pounds six shillings and eight pence paid to our Firmarius by virtue of our letters patent have granted and given licence and for ourselves our heirs and successors as much as lies in us by the presents grant and give licence to our beloved and faithful Henry Darcy knight and to our beloved Thomas Darcy Edward Darcy Arthur Darcy Nicholas Darcy John Darcy & Francis Darcy esquires that they may be able to give & grant alienate or recognise by fine or by recovery in our Court before our Justices of the Bench or in any other manner soever at the desire of the same Henry Thomas Edward Arthur Nicholas John & Francis to our beloved Richard Cutts the younger esquire & Raphael Pemberton gentleman the manors of Langclieff & Nappay with appurtenances and fifty messuages thirty cottages forty tofts one water mill two dovecotes forty gardens two thousand acres of land three hundred acres of meadow two thousand acres of pasture thirty acres of wood two thousand acres of furze and heath three hundred acres of moor and four pounds of rent with appurtenances in Langclieff &*

*Nappay in our county of York which are held of us in Chief (in Capite) as it is called to have and to hold to the same Richard & Raphael and the heirs & assigns of that Richard for ever of us our heirs & successors by the services therefrom due and of law accustomed And to the same Richard & Raphael that they themselves may be able to receive from the aforesaid Henry Thomas Edward Arthur Nicholas John & Francis the aforesaid manors messuages lands meadows pastures woods and rents and all and singular the remaining premises expressed and specified above with appurtenances & to hold them to themselves and the heirs & assigns of that Richard of us our heirs & successors by the aforesaid services as is aforesaid for ever by the tenor of the presents similarly we have given and for us our heirs and successors aforesaid we give special licence Not wishing that the aforesaid Henry Thomas Edward Arthur Nicholas John & Francis or their heirs or the aforesaid Richard & Raphael or the heirs of that Richard by reason of the premises be troubled molested vexed with claims vexed or burdened in anything therefrom by us our heirs or successors or by our justices escheators sheriffs bailiffs or other officers or ministers whatsoever or those of our said heirs or successors nor that any of them be troubled molested vexed with claims vexed or burdened in anything In [witness] whereof &c witness the Queen at Westminster on the second day of May.*

### **The Final Concord**

*(YASRS vol.V, 1888. Feet of fines of the Tudor period Pt II, p85. Trin. term Eliz. 24, 1582 - extract)*

See Appendix 2 for version in Latin and translation.

A Final Concord was a common device for private conveyances of property, an agreement between purchaser and vendor sanctioned by the court. Drawn up as three copies, one kept by the court.

Following the Licence to alienate, in 1582 there was a transaction by Final Concord before the Court of the Queen's Bench between Henry Darcy, Knight, with his six brothers (including Nicholas) Esquires and Richard Cutt(es/is) junior, esq. and Raphael Pemberton gent.. The transaction involved Langcliffe and Nappay; 2000 acres of land, 300 acres of meadow, 2000 acres of pasture, 30 acres of wood, 50 messuages, 30 cottages, 40 tofts, a water mill, 40 gardens, dovecotes, etc. (Nappay is shown on a Saxton map of Yorkshire in 1577 as being just south of Hellifield and on the river). The document is a Fine with proclamations known as '*sur cognizance de droit come ceo qu'il a de son done*'. The Darcy family appear to be agreeing to transferring the property through 'an amicable agreement, whether real or fictitious, between a demandant (plaintiffs, Cutts and Pemberton) and tenant (owner Darcy), with the consent of judges....'. 'The Darcys have recognized that the manors and tenements involved are the right of Cutts which Cutts and Pemberton have by gift of the Darcys and they have remised and quitclaimed them from the Darcys to Cutts and Pemberton for ever'. Since Nicholas Darcy still holds the properties to transfer to the villagers some years later this agreement seems odd. The properties are stated by the original agreement in 1536 with Henry VIII to pass to Darcy heirs and assigns for ever. Perhaps an agreement was needed to convey the property to Nicholas and to alienate it from the other older sons. A method of conveyance by Fine was used. The purchaser (plaintiffs, Cutts and Pemberton) alleges



fictitiously that the deforciant (Darcys) has agreed to convey the property but has failed to do so. Before judgement the parties come to an equally fictitious agreement whereby the seller (the Darcy family) acknowledged that the property really belonged to the purchaser (Cutts and Pemberton). This agreement was written out three times - the bottom part (the foot) of the Fine was kept by the court, the other two parts, left and right, by the parties. This bizarre procedure gave Cutts and Pemberton the fee simple (the most complete tenure known to the law); however, they hold the property only as trustees under the control of the Darcys. A Fine alone does not reveal the purpose of a transaction; it is impossible to deduce that the plaintiffs, Cutts and Pemberton, are acting as agents of the deforciant (Darcys) and not purchasing the property from the Darcys. Nevertheless it is probable that Cutts and Pemberton were acting as legal intermediaries rather than as buyers in the modern sense since Richard Cutts was a lawyer. The Fine was usually accompanied by a private deed giving full details of the transaction. This therefore appears to be a legal fictional sale simply to establish the Darcy title securely and to allow transfer to Nicholas Darcy. This sale is recited in Letters Patent dated 1630, purpose unknown, but is a copy of an agreement made in 1582. The value of the transaction was £740 but the sum of money is meaningless if the property does not change hands. The Cutts (Cutt, Cutte, Cuttes) family with property in Arkesden and Matching in Essex is almost certainly the one involved: Richard Cutts the eldest son of Richard of Debden in Essex took his BA at Christ's College Cambridge 1576/7 and was admitted to the Inner Temple in 1578 and died in 1607. His brother William was admitted to the Middle Temple in 1578 and was called to the Bar in 1587.

Brayshaw and Robinson (1932) state that the other Darcy brothers possessed other local manors and property and were also selling in the decades after the death of their father in 1560.

To appreciate what follows it is necessary to know something of the types of manorial landholding at the time. The township or parish boundary was not necessarily co-extensive with the manor. The first type of manorial land is demesne land which was kept by the lord for his own use and support. The second is land granted by the lord in fee simple to free tenants (freeholders), descending as of right from father to son in return for a defined service – and is conveyed by feoffment. The third type is land granted in return for undefined service – a risky matter. Finally waste or common land was held by the lord but the freeholders had rights of pasturage and turbary. It is also helpful to understand the date system: Elizabeth reigned from 17<sup>th</sup> November 1588, from which date regnal years are counted. The date of the start of a new year was then March 26<sup>th</sup> in our current calendar.

It is now that Henry Billingsley becomes involved. Henry Billingsley was the son of Roger of Canterbury. Henry went to Cambridge in 1551 and also Oxford but did not graduate. He became apprenticed to a London haberdasher and rapidly became a wealthy merchant. He was chosen Sheriff of London in 1584 and was elected Lord Mayor in 1596; he was knighted in 1597. From 1589 he was a farmer of customs duties at the Port of London. He died in 1606.

It is known that by Statute Staple ( a very secure bond) Nicholas Darcy was bound to Henry Billingsley for £1000 on 18<sup>th</sup> November 1583 and £1200 on 14<sup>th</sup> August 1584. A few months later in 1584/5 (*9<sup>th</sup> February NYCRO ZXF 1/6 no. 85, 86?*) in a key document leading to transfer of the manor and manorial rights we find that Nicholas Darcy is jointly bound with Henry Billingsley (as security?) to Lawrence Atwill for £1400 endorsed for payment on 31st November 1585 of £863-6-8 (essentially one third of £2600; by Statute Staple Darcy owes Billingsley £1000 from November 1583 plus £1200 from August 1584). Darcy is stated as the sole and lawful owner in fee simple for 500 years and proposes to farm-let the manor to Henry Billingsley (presumably to pay his debts to Billingsley). However the agreement is void if the part payment is made by November 1585, otherwise in May 1586 Billingsley takes over the lease of the manor and within two months Darcy must give all deeds to Billingsley.

A deed of 8 August 1586 quotes the above agreement and states that Darcy failed to pay the £863-6-8 by the agreed date. Billingsley is forced to pay the sum to Lawrence Atwill and so Darcy confirms the lease of the manor to Billingsley. The manors of Langcliffe and Nappay are farm-let to Billingsley by Darcy as recited in the indenture between William Carr and Thomas Lawson in 1611. In 1586 (8 August) there is a deed extinguishing the condition in the 9th February 1584/5 deed confirming lease and grant without impeachment of waste, i.e. without reducing the value of the property.

In 1587 a Fine document shows that Henry Byllyngsley junr. Gent. (eldest son of Henry the haberdasher) as Plaintiff bought (farm-let) property from Nicholas Darcy esq. Deforciant. This comprised the Manor of Nappay and 10 messuages and 4 cottages with lands in Nappay, Gysborne in Craven, Gargrave, Kildewicke, Skipton, Arnecllyff, Gingleswick, and Lynton (*YAS Yorkshire Fines vol.3 p71 1587 Easter Term*).

In 1591 a key series of transactions were made by Darcy and Billingsley, on 29th November, to transfer the manor of Langcliffe and its property to villagers (and other local people). At this point the complicated financial arrangements between Darcy and Billingsley may have been settled.

*[Close Rolls vol. 21 Eliz. 31-34 gives year and part, then see C54 PRO  
Eliz 31 part 28 Thos. Darcy and Henry Billingsley  
Eliz 32 part 32 recognizance Nichus Darcy and Willo Kydd et al  
C54/1408 Eliz 34 part 4 Anthonius Armystead et al and Nichum Darcy et al p388  
part 15 Willmo Armystead et al and Nichum Darcy et al p390  
part 15 Adamus Browne and Willmo Banke and Nichum Darcy et al  
part 15 Rico Foster et al and Nichum Darcy ]*

### **Arrangements to pay the money in London**

*....seaven hundreth fortye seaven pounds and tenne shillings of lawfull money of Englande at or before the sayd twentieth day of November nowe next ensuinge at or in the funte stone of the Temple churche of London or at the place where the same fonnte stone nowe standeth without fraude or coven...*

*Eliz 32 part 32 recognizance Nichus Darcy and Willo Kydd et al.*

**PRO Chancery and Supreme Court of Judicature Close Rolls vol. 212 page 166  
Elizabeth 32 (1589/90) C54 / 1368 viij**

*Nichus Darcye and Willo Kydd et al.*

*Nichus Darcye de vill Northt in com Northt Armiger coram dua Regina in Cancellar sua psonafit constitut venit recognonit sed bere Willmo Kidde de Langcliffe in Com Ebor yoman & Egidio Foster de Wynskale in com pdto yoman octinigent libras bone & legatis monete Angl solvend eisdem Willmo & Egidio seu eor alteri vel eor tertio attoru executor vel administrator suis infesto sci michis Archi px futur post dat psent Et insifecit vult & concedit pes hered executor & administrator suis Octingent libre lebent & recupent de bonis catall terr ten & hereditament ipius Nichi hered executor & administrator suor.....invent fuint infra Regin Angl Ad opus & psuim ipor Willim & Egidii hered executors & administrators suors Test dat sua Regina apud Westm tertio decimo die Juli Anno Regni due ure Elizabeth dei gra Angl franc & hibi Regnie fidei defensoris & tricesimo scdo*

*The condition of this Recognizance is such that where two severall pares of Indentures are// drawn and ingrossed into parchment the one of the same pares betwene thabove boundes// Nicholas Darcye of the one partye and William Kidde Thomas Kidde John Browne William// Browne Richard Foster Anthonye Armysteade & Thomas Preston of thother partye And the other// of the same pares betewene him the sayd Nicholas of the one partye And Henrye Somerscales Richard Somerscales Robert Somerscales his sonne Richard Lawson George Lawson Henrye// Peycocke thabove names Giles Foster one Mathewe Siggesweke Richard Kidson Thomas// Sowden Michaell Saylbanke and Lawrence Iveson of the other partye suportinge or makeinge// mention of the bargaine and sale of certen messuages houses one Water milne land tents and// hereditaments and one grove or springe called Langcliffe springe in Langcliffe and Winskell in// the countye of Yorke interchangeablye signed and subscribed by and with the hands or names// of the said parties As by every parte of the same Indentures remaininge in the severall hands or custodye// of the same parties more at large appeareth If the sayd Nicholas Darcye his heires or assignes// doe before the twentieth day of November next ensuinge the date of this Recognizance pass// seale deliver and acknowledge one parte of every of the said severall Indentures to the use// and behoof of the barganees therin named and there heires Wherby the same may be inrolled// in some of her maiesties courts of Recorde at Westminster And also if he the sayd Nicholas and// Jane nowe his wief doe at or before the said twentieth day of November nowe next ensuinge// before her maiesties Justices of her comen plees at Westminster levye one fyne with pclamations// to the use of the barganees aforementioned or of the survivors of them and their heires of all and// singular the pmises ment or intended by the sayd Indentures to be bargayned and sould with// Warrantye against the sayd Nicholas and Jane and the heires of the same Nicholas in such// maner and forme as by the learned counsell of the said barganees or any of them shalbe// reasonablye devised and required And also in case there be not before the date hereof any recoverye// at the comon lawe had or suffred by him the sayd Nicholas*

*and all his brethren of the pmisses// in and by the said Indenture mentioned to be bargayned and solde with Indentures in due forme// of lawe made and passed and to the learned councell of the barganees above mentioned or some// of them at or before the sayd twentyeth day of November upon reasonable request to be shewed for the leadinge of the use of such recoverye as to all and singular the pmisses to the use and// behoof of him the sayd Nicholas and his heires then if the sayd Nicholas and all his brethren// doe at or before the sayd twentieth day of November nowe next ensuinge accordinge to the// course of comon recoverie in cases of and for assurancs of lands used upon the reasonable request// of the sayd William Kidde and Giles Foster or either of them their or either of their heires or// assignes or any of them as vouchees appere And enter unto Warrantie upon a write of Entrye// sur dissein in lepost in the terme of saint Michaell next to be brought by any pson or psons against// such pson or psons as then shalbe tenant or tenants of the freeholde of the pmisses so as they// the sayd barganees or some of them doe paye or cause to be paid unto the sayd Nicholas// Darcy & Henrye Billingsley citizen and Alderman of London or either of them or to the heires or// assignes of either of them the some of seaven hundreth fortye seaven pounds and tenne// shillings of lawfull money of Englande at or before the sayd twentieth day of November// nowe next ensuinge at or in the funte stone of the Temple churche of London or at the place// where the same fonnte stone nowe standeth without fraude or coven And wheras the said// Nicholas Darcy hath demised leased or grannted unto the above named Henrye Billingsley// All that the mannor or Lordshippe of Langcliff with the members and appurtenancs thereof &// all his lands and tents in Langcliff aforesaid whereof the pmisses mentioned in the said severall// parse of Indentures the parcell for the terme of manye yeres for the yerelye rent of thirye pounds// or thereabouts If upon the receipte of the said some of seaven hundred fortye seaven pounds// and ten shillings at the day and place above limited he the said Henrye Billingsley his executors// administrators or assignes doe absolutelye alien assigne and convey unto him the sayd Nichas// his heires or assignes such terme of yeres as he the sayd Henrye Billingsley nowe hath or which// he the same Henrye his executors or assignes or any of them shall then have in or to the pmisses// or any parte or parcell thereof That then this Recognizance shalbe therebye voide and of// no value but if defaulte or breche be had or made of or in the pmisses or any parte or pointe of// the same then x to stande and be in full force and efficacie. Recog int Darcy et Kidde et al*

*"N Darcy"*

*Signd (?) "Egidii Foster"*

*vac ista rec unatum condit  
per qd xiiij die Aprilio Anno dne  
Regine infra scr xxxiiij infra noia  
Egidius Foster venit coram dat dua(?)  
.... in canc sua psonlit & fatebat<sup>m</sup>  
.....plenar fore satisfat... & psolut  
de omibz pecuniar summus in ista rec  
& condit eiusdem content ... ad  
reqm sic ipius Egidii rec pdm*

*enacnat<sup>m</sup> cancellar<sup>m</sup> & omnino  
dampnat<sup>m</sup>*

*Recognizance between Darcy and Kidde et al.*

*annulled the same recognizance ..... condition  
whereby 14<sup>th</sup> April in the year of our Lady  
Queen within written 34<sup>h</sup> below named  
Giles Foster came before give...  
... Chancery himself in person and made  
... completely to be satisfied and paid  
in full the sum of money in the same recognizance  
and condition themselves content .... to  
.....thus the same Giles recognizance aforesaid  
enacted cancelled and entirely compensated*

### **Sale of manorial rights**

The next most important deed to be considered concerns Darcy alone of the one party and nine men of the locality of the other party. These were

Richard Foster of Stainforth (died 1603) and Chris. Sailbank of Stainforth (died 1600),  
James Carr of Stackhouse (died 1654) and Richard Clapham of Stackhouse,  
Lawrence Lawson of Giggleswick (died 1617/8),  
Adam Browne (elder) (de Winskall died 1622/3),  
John Wildman (?de Stackhouse died 1608, ?de Giggleswick 1625, ?de Rathmell 1639),  
William Lund of Settle (died ?1600),  
and William Bank of Huggon House, Rathmell (died ?1608, ?1622, ?1654).

These nine men appear to be feoffees acting on behalf of a large number of villagers purchasing (for an undisclosed amount) the "whole manor". The 24 villagers named are

Henry Somerscales, Richard Somerscales, William Armysteade, Christopher Armysteade, Thomas Kydde, William Browne, Richard Kydson, Thomas Sowden, Antony Armysteade, Mathew Giggleswick, Richard Foster, Gyles Foster, Henry Paycocke, Michael Saylebanke, Thomas Foster elder, Richard Lawson, Bryan Cookeson, Thomas Newhouse, Thomas Preston, John Lupton, William Carre, John Brayshawe, George Lawson and Lawrence Iveson.

The agreement excepts seven messuages in the tenure of

Lawrence Swayneson, John Kidde, John Armysteade, Richard Brayshawe, Margaret Iveson widow, Thomas Carre and Robert Saylebanke. Further excepted were 101 acres of land in the tenure of Nicholas Darcy and these seven people.

The extract of 1834 noted below confirms that the feoffees have to sell to tenants on demand by the tenants or their heirs.

On the same day we have a transaction between Nicholas Darcy and Henry Billingsley of the one party and eight men of the other party,

William Carr, John Brayshawe, George Lawson, Lawrence Iveson, Thomas Preston, Thomas Newhouse, John Lupton and Bryan Cookeson, all yeomen and all mentioned in the document just noted as purchasers of the "whole manor". For £194-0-7 the sale is of

(i) Six messuages "now or late in the tenure of" Henry Thompson, William Carr, John Brayshawe, George Lawson, William Iveson and Lawrence Iveson all in Langcliffe

(ii) All houses, yards, gardens, crofts and adjoining ground in the tenure of Hugh Kidd

(iii) Two little closes of pasture called Thowker Heades and Holme Close in Langcliffe late in the tenure of Thomas Kinge and Richard Kinge

(iv) 67 acres of arable lands and meadows in Langcliffe now or late in the tenure of William Carr, Thomas Preston, Thomas Newhouse, John Brayshawe, George Lawson, Lawrence Iveson, John Armysteade, William Iveson, Thomas Kinge and Richard Kinge

(v) 6 acres of Hawfeld wood in Langcliffe

(vi) 142 acres of pasture in Langcliffe

(vii) 33 acres of pasture to be sold to Bryan Cookeson, Thomas Newhouse and Richard Somerscales

These in south part of Langcliffe moor Flatt Heades field wall up to Carelae then to Warnedale Head and down Warnedale westwards to a great stone above the lambfolds and then to Stubby wall.

(viii) 6 acres of pasture in Langcliffe on Warnedale Knotts adjoining the Yawe closehead

(ix) 39 acres of pasture in Langcliffe on north side of Cowe Close ascending to Turfmore yeate, then to Skarries by side of Cowside Close to the side of Henside Close

(x) 64 acres of pasture on north side of the 33 acres noted above.

The next deed between Nicholas Darcy and Henry Billingsley is with Thomas Kydde, William Browne, Thomas Sowden, Richard Kidson and Anthony Armysteade all yeomen in Langcliffe, Mathewe Giggleswick (glover of Langcliffe) and Thomas Giggleswick son of Mathewe. For £398-2-6 the sale comprises

(i) Five messuages (all houses, buildings, yards, gardens) now in the tenure of all except the son of Mathewe Giggleswick

(ii) 46 acres of arable and meadows held by the same

(iii) 152 acres of pasture near Cow Close, Skarris and Henside.

The next deed dated the same day concerns Nicholas Darcy and Henry Billingsley of the one party and the Foster family and others living at Winskill and Cowside. The second party are

Richard Foster the younger, Gyles Foster, Thomas Foster the elder, Richard Foster his son, Thomas Foster the younger, Christopher Lawson, Henry Paycock and Michael Saylbanke

For £537-12-9 the sale is of

- (i) Seven messuages (all houses, buildings, yards, gardens and crofts) now in the tenure of the second party except for Elizabeth Foster widow and one of the Richard Fosters.
- (ii) 62 acres of arable and meadow in Wynskall and Cowsyde now or late in the tenure of most of the second party
- (iii) 206 acres of pasture near Henside, Robert Saylbanke's calfe close, Cow Close and Wynskale Ing.

On the same day Darcy and Billingsley of the one party agree to sell property to Henry Somerscales, of Stockdale, gent, and Richard Somerscales of Settle, yeoman, William Armysteade and Christopher Armysteade both husbandmen of Stainforth.

- (i) Langcliffe water corn mill with the dam, watercourse, soken tolls and fishing
- (ii) a little grove or spring of wood called Langcliffe spring (5 acres) and several small parcels of land held by Lawrence Swayneson, Anthony Armysteade, William Carr, Margaret Iveson widow, William Kidd, John Browne, Thomas Kinge, John Brayshawe and Richard Kidson
- (iii) one little close of pasture on west side of grove late in the tenure of Lawrence Swayneson and now in the occupation of Henry and Richard Somerscales
- (iv) woods, underwoods and trees in the grove
- (v) One messuage in Langcliffe (with all houses, buildings, gardens, crofts)
- (vi) Six and a half acres of arable and meadow within Langcliffe now or late in the tenure of Thomas Kinge and Richard King
- (vii) One acre of ground in Langcliffe adjoining the south side of the wall of the spring issuing and ascending from the yeate called lee yeate eastward
- (viii) 16.5 acres of pasture next to the 33 acres sold to Richard Somerscales, Bryan Cookeson and Thomas Newhouse on Langcliffe moor

Finally Nicholas Darcy and Henry Billingsley assign a lease on the same day for a messuage and land for 500 years to Richard Lawson and his son Thomas of Langcliffe at a cost of £156-13s-00d.

There is an extract made in 1834 referring to all these transactions of 1591 saying that

“Nicholas Darcy did grant bargain and sell unto Richard Foster of Stainforth James Carr of Stackhouse *and others* the Manor of Langcliffe with all rights members hereditaments and appurtenances thereunto belonging or of right in any wise appertaining and the Reversion and Reversions remainder and remainders thereof and all Rents suits and services of and belonging all and every the said premises **To have and to hold** the said manor of Langcliffe and other the said premises unto the said Richard Foster James Carr and others their heirs and assigns for ever by the said Deed remaining upon Record in the high Courts of Chancery.....and the rest of the said Feoffees and their heirs and the survivor of them and his heirs should stand and be seized of the said Manor of Langcliffe with all the messuages tenements lands and hereditaments with the appurtenances and of the freehold estate of them and every of them to and for the only use and uses of the several and respective tenant and tenants of and in the said Manor of Langcliffe and their heirs and assigns for ever. And that they the said Feoffees and

survivor and survivors of them and his and their heirs should upon demand grant and convey to every several and respective Tenant his heirs or assigns their several and respective messuages tenements lands parts and parcels of the said Manor.”

(This deed is endorsed “extract from a deed now in the possession of the Langcliffe Cooperative Association, showing the manor of Langcliffe to belong to the owners of lands therein” dated 1834). The demesne and freeholder land and manorial rights concerning the other types of land are presumably at issue in this document and the purchasers become feoffees in place of a Lord of the Manor. Feoffees were in effect trustees but with rights to do what they liked with the land (in contrast trustees are limited to specific tasks).

Thus we have evidence for 21 people involved with property purchases in Langcliffe in 1591 and probably resident in the village. The Lay Subsidy of 1524 quotes 18 tenants. The 21 names are:

Armysteade John, Anthony, William, Christopher  
Brayshawe John, Richard  
Browne William  
Carr Thomas, William  
Giggleswick Mathew  
Iveson Lawrence, Margaret, William  
Kidde John, Thomas  
Kidson Richard  
Lawson George  
Saylbanke Robert  
Somerscales Henry, Richard  
Swayneson Lawrence

Many of these family names occur in 1591.

Many of the further deeds relating to this transfer of the Manor properties refer back to the Darcy/Billingsley agreement of 9th February 1584/5.

### **The sale of the Manor of Nappay**

*YAS MD 335/46 page 2 no. 17 Old index, not a2a reference*

The Manor of Nappay was sold separately by Nicholas Darcy and Henry Billingsley on 26 May 1600 to the Wilkinson family, with reference to the lease dating from 9 February 1584/5 (27 Eliz.).