

A transcript of an original document (on 4 separate sheets of paper) relating to an ongoing dispute between the Lord of the Manor of Ingleton and Bentham and his tenants, with the usual preamble stating that this document was written in the "Reign of James by the Grace of God King of England, France and Scotland and Hebernia" (In Latin). On the cover of the 4<sup>th</sup> sheet is written "copy of Decree in Court 12. May 2. Jac: 1(?)" which I think means it is dated to 12<sup>th</sup> of May in the second year of the Reign of James I i.e. 1604. It also states on the cover that this copy was made in 1723. Any text in parentheses is for clarification or explanation and does not appear in the original document apart from the one marked \*\*\* in line 7 which is in the original document. For clarity again (?..) indicates either a word not deciphered or a possible transcription is given in same font as the original text. In the original document the word 'ye' and 'said' are written y<sup>e</sup> and s<sup>d</sup> but here they have been typed out in full. After the preamble it goes on:-

*Where before this time that is to say ye twelfth of **February** in the four and fortieth years of ye reign of our Late Sovereign Lady Queen Elizabeth Christopher Readman John Gibson & John Siggeswick of Ingleton within ye County of York exhibited their **Bill of Complaint** in this most Honourable Court of Chancery against Richard Cholmley & Gerr<sup>t</sup> Lowther Esquires Declaring thereby that whereas they, ye complainants and their ancestors and all the reissue of tenants of Ingleton and Bentham in the said County of York were then and then to fore lawfully and severally seized of several messuages lands and tenements in Ingleton and Bentham and did hold the same to them and their heirs of Richard Cholmley Esq. then deceased Late Lord of the said Manor \*\*\* (later insert "by paying several yearly rents &") and by paying certain fines and Gressoms & other Services due and accustomed for ye same*

***And** Where ye said Richard Cholmley deceased about ye thirtieth year of ye Reign of the said Late Queen's Majesty (1588) did go about and endeavour himself to overthrow and avoid ye said customs and did exact and Demand great and Unconscionable **Fines & Gressoms** of ye Complainants & their ancestors and ye residue of ye said (?) of Ingleton and Bentham for their said several Messuages and farms **And where** one Richard Guy and John Tatham two of ye tenants of Ingleton on behalf of themselves and ye (?) and in behalf of ye rest of ye tenants of Ingleton did then for their Relief and Establishing of ye Customs and setting down ye certainty of ye Gressoms and fines exhibit their Bill into this hon<sup>ble</sup> Court against him ye said Rich<sup>t</sup> Cholmley he ye said Rich<sup>t</sup> Cholmley answered and after other proceedings in ye said suit ye said R. Cholmley and ye said Complainant grew to Commission and Divers witnesses were examined on both sides touching their said fines and Gressoms and other Customs by them to be done and performed and Publication and hearing granted and ye matter fully debated in this hon<sup>ble</sup> Court by the Councell Learned on both sides before Sir John Pickering Knight ye Lord Keeper of ye great Seal of England and upon ye full hearing and debating of ye said suit it was ordered and Decreed in Trinity Term upon the three and twentieth day of June in ye four and thirtieth year (1592) of her said Late Majesty's Reign by and with ye consent both of ye said complainants and also of the said Rich<sup>t</sup> Cholmley by & before ye said L.(ord) Keeper **That** ye said Complainants and ye rest of ye Tenants should and might from thenceforth for evermore paying and performing such summes of money Customes Articles & agreements as by ye true meaning of ye said Decree were on their parts to be paid and performed quietly and peacefully have and enjoy all their Lands Tenements and Hereditaments with their apertinances by every of them severally Claimed as Customry Lands Tenements and Hereditaments of ye said Manor without let suit or interruption of ye said Defendants of any of them or of any other person or persons claiming from by or under them or any of them or by their (end of sheet 1) or any their means or procurement & also without let or interruption of any ye Lord or Lords of ye said manor for ye time being their or any of their Bailiffs or other officers and it was likewise by ye said Decree ordered (? 'said' or 'ye') fines Gressoms and other Customs and services in any respect should be for ever then afterward performed and done by ye said Tenants of Ingleton &*

Bentham & with & at which times and days and which Estates their (?living) should have and that there was also in ye said Decree this Clause that if at any time afterwards there should arise any y<sup>e</sup> (there) should arise any Question or Doubt between ye Lords of ye said manor of Ingleton & Tenants or any of them touching any matter or thing in the Decree mentioned or Contain'd that ye Lord Chancellor or Lord Keeper for ye time being should Expound and Declare ye meaning of ye said Decree touching ye said Question or Doubt and that their Exposition thereof should bind ye parties and ye Lords of the manor for the time being for ever after as in and by the said Decree might appear sithenes (Old English word meaning 'since') which time and according to ye purport and effect of ye said Decree the Complainants and ye rest of ye Tenants enjoyed their tenements according to ye said Customs and paid their rent fines & gressoms as in the Decree was contained and ye said R<sup>o</sup> Cholmley about a year and a half then past died seized of the said manor by and after whose death ye said manor descended and came to ye said Richard Cholmley his son and heir and by force thereof ye said Richard Cholmley was seized of ye said Mannor of Ingleton and ye Complainants and ye rest of ye Tenants had paid their rents and services due to ye said Richard Cholmley (? tillence i.e. until) the Death of his Father and further the said Complainants by their said Bill of Complaint showed that ye said Richard Cholmley and Gerrard Lowther being his father in Law did go about and labour to frustrate and make void ye said Decree and gave forth speeches that ye Complainants had no Estates that they were not bound by ye Decree and that they would have fines and gressoms of them ye Complainants at their pleasure contrary to ye said **Decree** and that for the effecting of that their purpose ye said Richard Cholmley by ye means of ye said Gerrard Lowther refused to keep any Court or admit ye Complainants Tenants of their tenements and has also made a Lease or some other Estate to ye said Gerrard Lowther of their tenements to ye end that ye said Gerrard Lowther being a man of g<sup>t</sup> (great) Countenance and wealth and a man Learned in ye Law might bring some accions (actions) against ye Complainants and so enforce them to yield to their own will in all points contrary to ye Decree and thereupon he ye said Ger<sup>d</sup>. Lowther had (? there of) late commenced suit at ye Common Law against some of ye Complainants by action of accions (actions) of Trespass declaring that they had broken his close and consumed his grass and purposed to have ye same accions (actions) tried with all speed to ye utter overthrow of ye said Decree and to ye g<sup>t</sup> (great) prejudice of ye Complainants and all ye residue of ye said Tenants of Ingleton and Bentham and contrary to all right Equity and good Conscience. In consideration whereof and for as much as ye Complainants Estates being Grounded upon ye said Decree and being customary estates of tenantright were not pleadable at common law and for that ye complainants had paid their rents and were ready in all thing to perform ye said Richard Cholmley and Gerrard Lowther were within the words and meaning of the said Decree and for that ye Complainants had no means to be relieved but only in this Court therefore they humbly prayed process of subpoena to be directed unto them ye said Defendants to answer ye premises which being granted and they the defendants there with all severd appeared and mad their answer unto They thereby showing that ye special Cause that move ye said Richard Cholmley his father to compound with ye Complainants in that sort was poverty to which he was brought by ye special means of ye complainants as they hoped to prove and ye said Richard Cholmley further said that he was neither in law or equity to be bound by the Decree that long before Richard Cholmley which was party unto ye said decree had anything in ye said mannors or Lordship of Ingleton and Benton alias Bentham whereof several tenanments in y<sup>e</sup> be mentioned were a parcel One Sir Richard Cholmley Knight late grandfather to him ye defendant was seized of ye said lordships and tenements in his demesne as of fee and he being thereof seized did by good and sufficient conveyance and assurance in ye Law grant and Convey ye said mannors or Lordships and Tenements afores<sup>d</sup> (aforesaid) unto Richard Cholmley his father party to the said decree for term of his life only the remainder to him ye defendant and ye heirs males of his body begotten so ye Decree by (? consent) of his said late father (?leting) but ye said rents for Life who had six hundred pounds for the same as appeared by the said Decree was not in Law or Equity to bind ye Inheritance of him ye Defendant who had paid to his g<sup>t</sup> (great) Impoverishment six hundred pounds or thereabout for ye debt of his said father for which he was jointly (?distrained) with his father he the defendant not having any Lands by (?Descent) from his said father nor any goods and chattels of value (?) which debt he being much behind hand he did after ye death of his said father many times come to ye Complainants and did acquaint them with his wants and did likewise tell

them ye weakness of his father's estate willing them for this ye Defendants (?) and relief (and) their own safety to come to a new agreement with him which they (?) refused whereupon he ye said Defendant to relieve his extremitie (end of sheet 2)

was forced to set ye said on sale and did make offer of ye said Lordships of Ingleton and Bentham to sundry men which were often near concluding with him but ye forwardness and bragg of ye Complainants they were discourage therein till in ye end by the entreaty of divers persons Gerrard Lowther who married his wife's mother was contented for avoiding of greater loss might happen to him (i.e. Richard the Defendant, his step son in law) for lack of present money to buy ye same of him ye Defendant and had by sufficient Conveyance in Law as he thought conveyed ye same to ye said Gerrard Lowther and his heirs for good consideration and ye said Gerrard Lowther in his answer confessed that he was encouraged to buy ye said Lordships of Ingleton and Bentham and had accordingly bought ye same of ye said Defendant Richard Cholmley and his wife in hope that they should not be bound by ye Decree aforesaid and confessed that he had commenced suite at ye common Law as in ye bill was alleged unto which ye Complainants replied maintaining their said bill and ye Defendants rejoined as by ye said pleading remaining of Record in the most Court more at large doth and may appear After which that is to say ye eleventh of November anno Quadragesimo quarto (?) (44<sup>th</sup> year of reign of) Regina Elizabeth (i.e. 1602) This Court was informed by Master Tyllsley being of ye Complainants counsel that question being then to the fore between ye Complainants and Richard Cholmley Esq father of ye said Richard Cholmley ye Defendant for and touching ye Complainants Title of Tenantright of ye Mannor of Ingleton and Bentham ye same question and title of ye complainants was afterward decreed by this Court with ye Assent of ye said Richard Cholmley ye Defendant whereby ye Complainants paid six hundred pounds to ye said Cholmley for Confirmation of ye said Customs of Tenantright and albeit ye Complainants had ever since enjoyed their said tenancies and paid their rent and fines according to ye said Decree yet ye said Richard Cholmley being dead and ye said Richard Cholmley ye son having made some Lease and Grants of ye Mannor to ye said Lowther he ye said Lowther did seek by suits at ye Common Law to impeach ye Complainants in ye said Estates thereby to overthrow ye said Decree for which ye Complainants p<sup>d</sup> (paid) so great summes of money as aforesaid upon a supposition only that ye said Richard Cholmley ye father was but tenant for life of ye said manor when ye said decree was made which this Court thought not reasonable. It was then ordered that ye said Defendants should show Cause within a week (second) next coming wherefore they should not be bound by ye said Decree for as much as this Court was on ye nine and twentieth of ye same month of November informed by Master Hutton being of ye Complainants counsel that no such cause had been had been yet showed by ye Defendants It was therefore ordered if ye Defendants should not on ye first day of ye y<sup>r</sup> (? second) next Term which day was further peremptorily given them in their favour to show unto this Court good and better Cause to ye contrary that had been shown then ye said Defendants should be bound by the said Decree and perform ye same to all Intents and purposes for as much as upon ye opening of ye matter by Master Attorney Gernerall and other being of the said Lowther's counsel and by Master Phillips and other being of ye Complainants counsel and upon ye reading of ye said Decree albeith it was alleged that ye said Decree was made but by Assent of ye parties and against one who was but Tenant for Life yet because it appeared that by ye said Decree ye matter had been then several time heard and that it then plainly appeared that ye said lands were Lands of Inheritance which was judicially set down and not by agreement though the matter touching ye fines and Customs were set down by agreement This Court saw no cause that but ye Defendants should be bound thereby and ye father for that ye said Lowther had confessed by his answer that he know of y same Decree before he made his said purchase and therefore it was ordered on ye tenth of February following that ye said Decree should stand and that ye Defendants their Heirs and Assigns should be bound thereby for ever But for as much as by the same Decree there was a point of explanation to be made by this Court of anything which should be questionable touching ye said custom and ye Defendants Counsell alledge that by ye Customs as they were then set down there was no fine allowed unto ye Lord upon surrender of any tenant unto his child but upon descent only This Court held not that custom to be allowed of and there did then order that ye Complainants and such as should be tenants of ye said manors then after should from thenceforth upon any surrender to be made to ye child pay ye like fine unto ye Lords of ye Mannor and by ye said Decree they were to pay upon descents and where it was also alleged that by the said Decree a matter of twenty pounds (?) year for common was taken

away and divers other thing were also said in the Decree very prejudicial to ye Defendant whereof he prayed explanation. It was then also ordered by this Court that ye said Defendants should attend Master Baron Saville in ye Country and show unto him ye points wherein he was so grieved who was then required by this Court to call ye parties before him and consider of ye said Decree and of ye Defendants said Grievances and there upon to reconcile and reform them if he could or else make Certificate thereof unto ye Lord Keeper who should then be pleased to explain ye same as should be meet. According to which order ye said Master Baron Saville upon several hearings of ye counsel of both sides in ye presence of Master Lowther and ye solicitors of ye Tenants he did thing these things following worthy of his Lordship's consideration. First that Master Lowther might in some convenient place by ye view of indifferent Commissioners of ye Moors and Wastes enclose a quantity in Ingleton and Bentham to his own use as ye Commissioners or ye more part of them should appoint and enjoy the same to him and his heirs for ever in severality agreement ye said tenants of Ingleton and Bentham and their Heirs ye said Master Lowther leaving convenient and sufficient Common of pasture and Turbury for ye said Tenants their heirs and Assigns for ever in places most convenient for them with egress and regress accordingly. Also thought it reasonable that ye Tenants should pay upon ye death of ye Lord only one year's rent over and besides their running Gresshams and fines at the change of Tenants already formally Decreed and did think that when ye Tenants did exchange lands one with another without license of ye Lord it was an alienation and such fine to be rateably set upon Exchanges as limited by a former Decree upon alienations. These thing he thought fit to be decreed by his Lordship for a final end of all matters between ye Lord and his heirs and ye Tenants and their heirs if his Honour thought so convenient as by his Certificate remaining with Ye Register of this Court appeareth. It is there this seventeenth day of February in ye years of ye Reign of our Sovereign Lord JAMES by ye Grace of God of England Scotland France and Ireland King Defender of ye Faith etc that it is to ye First and of Scotland ye seven and thirteenth (? King)\*\*\*\* By ye Right honourable Thomas Lord Ellesmere Lord Chancellor of England and ye High Court of Chancery Ordered adjudged and Decreed that ye said Certificate of ye said Master Baron Saville should be ratified and confirmed by ye authority and Decree of this Court and that as well ye Complainants their heirs and assigns and ye Defendant being Lord of the said Manor and his heirs and assigns shall from henceforth for ever stand unto (?) and perform ye same and be as firmly bounden there by as of ye matters of ye same Certificate had been judicially pronounced and set down upon a hearing in this Court.

(Ends with 4 lines of Latin not transcribed)

**Bruces. WC**

*A writ of Execucon upon a Decree  
Between ye Tenants of Ingleton and  
Gerald Lowther*

Wilkinson

\*\*\*At this point in the manuscript there is some undecipherable text in the damaged left hand margin although the name Jacobi (i.e. James) can be made out.

Transcribed by Noel Crack

In the first? year of the reign of James I of England a court hearing was held to rule on a dispute between the Lords of the Manor of Ingleton and some of the tenants. The previous disputes and hearings were summarised in the hearing of this date.

In the 44<sup>th</sup> year of the reign of Elizabeth I (1602) Christopher Redman, John Gibson and John Sidgeswick (Complainants) issued a complaint in the Court of Chancery against the Lord of the Manor, Richard Cholmley and Gerrard Lowther (Defendants) declaring that the complainants and their ancestors and other tenants of Ingleton and Bentham had the rights of several messuages, lands and tenements in Ingleton and Bentham. The complainants paid yearly rents and fine and gressoms due and accustomed for this land.

The court heard a summary of previous hearings concerning this matter.

The late Richard Cholmley in the 30<sup>th</sup> year of regin of Elizabeth I (1588) decided to overthrow and avoid these customary practices and payments and wanted to exact from the complainants "*great and unconscionable payments*" for these messuages and farms. Richard Guy and John Tatham put a bill of complaint to the courts on behalf of themselves and the rest of the tenants to settle the matter and establish the "*fines and gressoms*". Richard Cholmley gave some kind of response that was not accepted by the complainants.

A commission heard and examined witnesses on both sides about the payment due. It was debated in a court hearing presided over by Sir John Pickering "*knight ye Lord Keeper of the Great Seal of England*".

On June 23<sup>rd</sup> 1592 "*in Trinity term*" this court, and with the agreement of both complainants and defendants, ruled in favour of the complainants and indicated that the tenants "*should and might from thenceforth forever more paying and performing such summes of money, customs, articles and agreements as by ye true meaning of ye said decree*". Their parts were to be "*paid and performed quietly and peacefully*" and they should "*have and enjoy all their lands, tenements and hereditaments*". The tenants were to not to interfere with the business of Lord of the Manor and must "*without let, suit or interruption of ye said defendants or of any person or persons claiming from, by or under them*". (End of Sheet 1) and his baliffs or other officers must not be interfered with.

In the decree was a clause "*that if any time afterward there should arise any question or doubt between the Lords of the Manor of Ingleton*" and the tenants the matter would be explained by the Lord Chancellor or Lord Keeper, and the parties in dispute would be bound by the decision.

Richard Cholmley had since died and his assets were now in the hands of his son, another Richard. This younger Richard and his father in law one Gerrard Lowther then went about "*and labour to frustrate and make void ye said decree*". They said they were not bound by the decree and they should be able to set payment as they desired. Richard seems to have used <sup>his</sup> in father in law to put pressure on the tenants and Lowther would not listen to their complaint; he threaten law suits to try to make the tenants "*yield to their own will in all points contrary to the decree*". Lowther also complained that the tenants had "*broken his close and consumed his grass*". He proposed to act to have the decree overthrown. (End of sheet 2.) The

tenants argued back that they had performed all customs according to the decree and also paid rents and other monies due and had been frustrated by Cholmley and Lowther's actions which left them *"no recourse but only in this court"*. The tenants duly petitioned the court to subpoena the defendants to answer the complaints. Richard Cholmley (the younger) said that he was *"neither in law or equity to be bound by the decree"* as, in his opinion, it should only have been valid for the period of his father's lifetime. The decree had brought him (the younger Richard) to poverty. He also argued that several of the tenements in the decree were one parcel of land that his grandfather (Sir Richard Cholmley) *"had been seized of the said Lordships and tenements in his demesne"*. These lands had then been passed on to the second Richard Cholmley (the defendant's father) and for his *"heirs of his body begotten"*. He insisted again that his father only let the land for his lifetime for a fee of £600.

Richard (the younger) had not had *"any land by descent from this said father, nor any goods and chattels of value"*. After the death of his father he told the complainants about the problem and asked them to come to a new agreement, but they ( ? ) refused. Richard, *"to relieve his extremities was forced to set ye said lands on sale"*, but some prospective purchasers *"by forwardness and braggis of ye complainants"* were discouraged.

Richard's father in law (Gerrard Lowther) was concerned about his *"lack of present money"* and bought the land of the Lord of the Manor hoping that as new owner he would not be bound by the existing decree. However, the complainants stuck to their guns and said that the decree was binding.

On 11<sup>th</sup> November 1602 the complainants Counsel Master Tyllesly informed the court the question now to be resolved was whether or not the decree between the complainants and Richard Cholmley (the father who was now dead) was binding and to establish the complainants Tenant Right of the Manor of Ingleton & Bentham. It was afterward decreed by this court that the complainants should pay £600 to Richard Cholmley (the younger) for confirmation of the custom of Tenant Right. The complainants had ever since enjoyed their tenancies and paid their rents according to the decree. However Richard Cholmley (father) and Richard Cholmley (son) made some lease or grants of the Manor to Gerrard Lowther and was seeking to overthrow the decree for which the complainants had paid £600 asserting again that Cholmley (father) was but tenant for life of the Manor when the decree was made and as he was now dead the decree was not valid. The court ruled this was not a reasonable position and ordered that the defendants should show some evidence why they should not be bound to the decree with a week ( ). The court met again on 29<sup>th</sup> November and were informed by Master Hutton, (on behalf of complainants council) that no such cause had been shown by the defendants. (End of sheet 3).

The court then gave the defendants another chance, extended the time in which to produce evidence and said that if no better cause could be shown, the defendants would be bound by the original decree. The Attorney General and others acting for Lowther and Master Phillips and others were the counsellors acting for the complainants. The original decree was read out in court, and counsel made reference to the fact that this dispute had been *"then several times heard"*. The court decreed that the lands were *"ancient customary lands of inheritance which was judicially set down and not by agreement"* but the matter

regarding the payments due were set down by agreement. The court also decreed that *"there is no cause that but ye defendants should be bound thereby"*, effectively finding in favour of the tenants in this part of the matter. Lowther also admitted that he knew about the decree before he made his purchase. It was ordered by the court that on the 10<sup>th</sup> February *"ye said decree should stand and that ye defendants, their heirs and assigns should be bound thereby for ever"*.

However the case was not over yet. There was a point of explanation to be made by the court on the *"customs as they were set down"* (in the decree). The defendants counsel alleged that there was no fine allowed unto the Lord of the Manor when a tenant passed on the tenancy to his child and the court ruled that this custom of non-payment would be changed and tenants in this situation would from henceforth have to pay £20 ( ? ) year. The court also said that Common was taken away and other practices in the decree were very prejudicial to the defendants.

The court ordered the defendants to attend Master Baron Savile and talk to him about their grievances. After this meeting and several other meetings with counsellors from both sides had taken place Master Baron Savile awarded Gerrard Lowther and his heirs forever the right *"in some convenient place by ye view of indifferent commissioners of ye moors and wastes enclose a quantity in Ingleton and Bentham to his own use"*. Lowther had to leave sufficient common of pasture and turbury for the tenants and their heirs forever and also right of access to come and go (*i.e. "egress and regress"*). Savile also thought it reasonable that when a Lord died only one year's rent should be paid over and above their usual costs. (note to self how much was it originally.) The final "custom" to be ruled on was the grievance that Lowther had, as Lord of the Manor, regarding the fact that he was not consulted when tenants made deals about the land between themselves. Savile ordered that this practice should stop and *"such fines should be rateably set upon exchanges"*.

The matter finally came to its conclusion on the 17<sup>th</sup> February when the document records *"for a final end of all matters between ye Lord and his heirs and ye tenants and their heirs if his honour thought so convenient as by his certificate remaining with ye register of this court appeareth"*.

The document ends with Lord Ellesmere ordering that the certificate mentioned above should be ratified by the court and all parties in the dispute.