

WALPOLE OLD CHAPEL DEED 1689

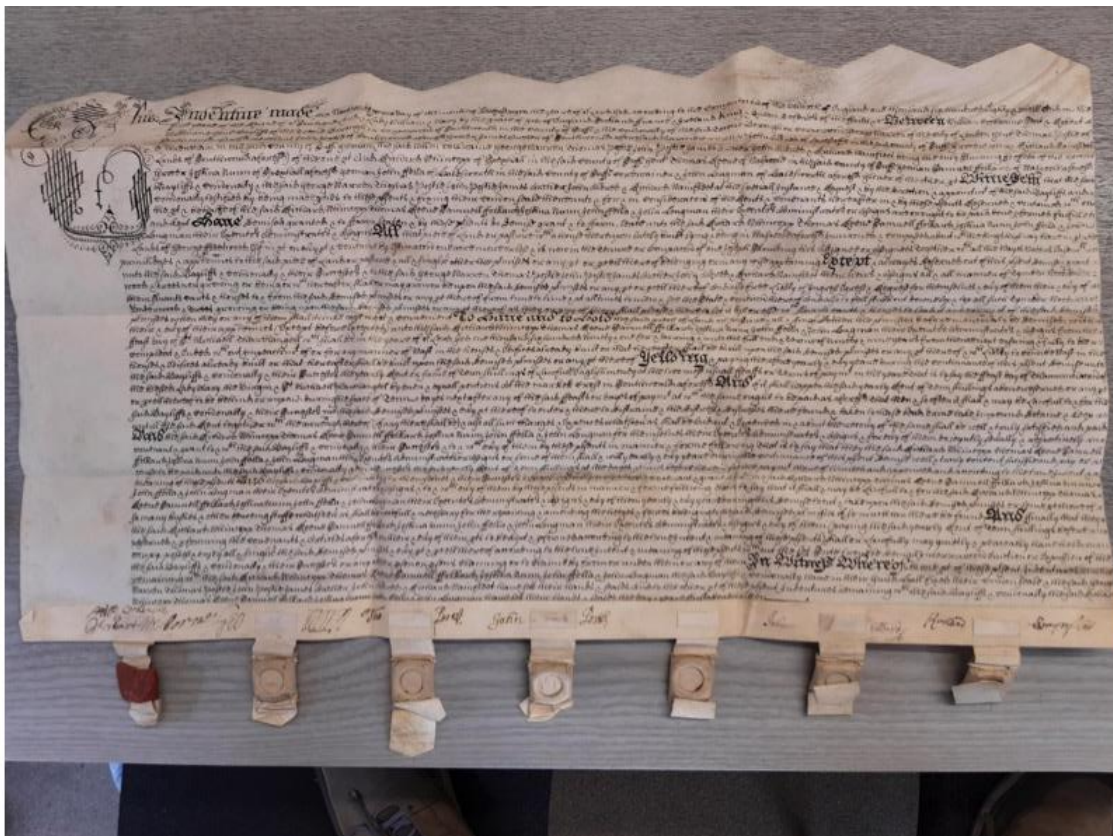
Transcribed by Philip Gorrod and Catherine Draper 2023

Introduction

In 1689 King William III and Parliament passed the Act of Toleration which gave non-conformists freedom of worship. In that same year the six trustees of the Walpole congregation received a lease on the building that became the Chapel, with an acre of land, from the Corporation of Southwold. The annual rent was ten shillings. These trustees were local men of some substance: Richard Whincop, gentleman, and Joshua Nunn, yeoman, of Spexhall; Thomas Reeve, yeoman, and Samuel Folkard, grocer, of Walpole; John Fella, cordwainer, and John Hugman, glover, of Halesworth. It is not known how the town of Southwold came to own land in Walpole, but the site was probably part of the surrounding farm leased at that time to Joseph Skoulding, named as occupier of this building. It is possible that the land may once have belonged to the dissolved Sibton Abbey which had sizeable holdings in Walpole.

Editorial Note

The deed is written as a continuous piece of legal prose and as such is not easy to follow for the lay reader. Changes of topic or clause are only indicated by bold writing of words. (see photograph). For ease of understanding paragraphs have been inserted at these bold headings. In addition, annotated headings in red have been used to show how similar the structure of this document is to a modern day lease.



Notes on the Transcription

Letters in () have been inserted to improve readability, but do not appear in the original document.

Letters in italics denote use of a symbol in the original text which replaces a group of letters such as the *ver* in every and which is not in common usage today.

There seems to be no difference between a capital C and a c used at the beginning of the word.

The Deed

Date

This Indenture made the nineteenth day of the month of August in the yeare of *our* Lord God according to the computat(i)on of the Church of England one thousand six hundred eighty & nine And in the First yeare of the Reigne of *our* Sovereigne Lord & Lady William & Mary by the grace of God of England Scotland France & Ireland King & Queen Defenders of the Faith

Parties

& **Between** William Cockraine Gent & Robert Milbourne Gent Bayliffs of the Towne Borough or Corporat(i)on of Southwold in the County of Suff(olk) & the Comonalty of the said Towne Borough or Corporat(i)on George Warren of the City of London Gent Thomas Postle of Southwold afores(ai)^d Merchant John Postle of Southwold afores(ai)^d Grocer James Archer of Southwold aforesaid Mariner John Aldred of Lowestoffe in the said County of Suff(olk) Grocer and Richard Wainfleet of Wrentham in the said County of Suff(olk) Yeoman (the said Willm Cockraine George Warren Thomas Postle John Postle James Archer John Aldred & Richard Wainfleet being the only Surviving Feoffees of the Towne Lands of Southwold afores(ai)^d) of the one p(ar)t And Richard Whincopp of Spexhall in the said County of Suff(olk) Gent Thomas Reeve of Walpoole in the said County of Suff(olk) Yeoman Samuell Folkard of Walpoole afores(ai)^d Grocer Joshua Nunn of Spexhall afores(ai)^d Yeoman John Fella of Halesworth in the said County of Suff(olk) Cordwainer & John Longman of Halesworth afores(ai)^d Glover of the other p(ar)t

Authorisation and Witnesses

Witnesseth that the said Bayliffs & Comonalty & the said George Warren Thomas Postle John Postle James Archer John Aldred & Richard Wainfleet at the Speciall Instance & Request & by the Direction and appointm(en)^t of the said Bayliffs &

Comonalty testified by being made p(ar)ties to these presents & fixing their Comon Seale thereunto & for & in Considerat(i)on of the Rents & Covenants hereafter in & by these presents Reserved & Contained w(hi)^{ch} on the p(ar)t & behalfe of the said Richard Whincopp Thomas Reeve Samuell Folkard Joshua Nunn John Fella & John Longman their Executors Administrators or Assigns are or ought to be paid done p(er)formed fulfilled & kept

Agreement

Have Demised granted & to Farm-leaten & by these presents do Demise grant & to Farm-leate unto the said Richard Whincopp Thomas Reeve Samuell Folkard Joshua Nunn John Fella & John Longman their Executors Administrators & Assigns

The Property and Rights Leased

All that piece of Land or pasture w(i)th a house thereupon latelybuilt lying & being in Walpoole afores(ai)^d Invironed & Compassed about w(i)th the Kings highway there in p(ar)t & the Lands of George Fleetwood Esq^r in p(ar)t on every p(ar)t & Contain(e)d by Estimati)on one acre more or less & is now in the Tenure or Occupat(i)on of one Joseph Skoulding his Assignee or Assignees. Together w(i)th all the Wayes Waters Easem(en)^{ts} privilidges & appurten(a)nc(e)s to the said piece of Land or pasture & all & sing(u)l(a)r other the premisses or any p(ar)t of p(ar)cell thereof belonging or in any wise app(er)taining

Rights Reserved to Lessors

Except & alwayes Reserved out of this present Demise & grant unto the said Bayliffs & Comonalty & their Successors & to the said George Warren Thomas Postle John Postle James Archer John Aldred & Richard Wainfleet their heirs & Assigns all & all manner of Tymber Wood Underwood & Trees now growing or being or w(hi)^{ch} hereafter shall or may grow or be upon the said Demised premisses or any p(ar)t or p(ar)cell thereof And also free Liberty of Ingress Egress & Regress for themselves & every of them their & every of their servants carts & horses to & from the said Demised premisses or any p(ar)t thereof from time to time & at all times to view & see the State & Condit(i)on thereof And also to fell stubb cut downe lop & top all such Tymber Wood Underwood & Trees growing or being upon the said Demised premisses or any p(ar)t thereof as they or any of them shall please & there to let it

lye or else w(i)th servants carts & horses to load it & carry it of(f) the said Demised premisses when they or any of them shall thinke most meet & convenient

Lease Period and Start Date

To Have and to Hold the said piece of Land or pasture & all & sing(u)l(a)r other the premisses before ment(i)o(n)ed to be Demised w(i)th their & every of their appurtenanc(e)s (Except before Excepted) unto the said Richard Whincopp Thomas Reeve Samuell Folkard Joshua Nunn John Fella & John Longman their Executors Administrators & Assigns from the Feast day of St Michael Th'archangell w(hi)^{ch} shall be in the yeare of our Lord God one thousand six hundred ninety & one for & during & unto the full end & Terme of Ninety & nine years from thencenext ensuing & fully to be Compleat and Ended w(i)thout Impeachm(en)^t of or for any manner of Wast in the houses & Edifices already built or that hereafter shall be built upon the said Demised premisses or any p(ar)t thereof & with Liberty to Comitte Wast in the houses & Edifices already built or that hereafter shall be built upon the said Demised premisses or any p(ar)t thereof

Amount of Lease and Payment Dates

Yeilding & paying therefore yearly & ev(e)ry yeare during the Continuance of this present Demise unto the said Bayliffs & Comonalty & their Successors the yearly Rent or sume of Tenn shillings of Lawfull English money at the two most usuall Feasts or Terms of paym(en)^t in the yeare That is to say the Feast day of Th'annunciat(i)on of the blessed Lady Mary the Virgin & St Michael Th'archangell by even & equall portions At the markt cross in Southwold afores(ai)^d

Penalties for Rent Arrears

And if it shall happen the said yearly Rent of Tenn shillings above reserved or any p(ar)t or p(ar)cell thereof to be behind or unpaid during the space of Tenn dayes next after any of the said Feasts or dayes of paym(en)^t at w(hi)^{ch} the same ought to be paid as afores(ai)^d That then & so often it shall & may be Lawfull to & for the said Bayliffs & Comonalty & their Successors into the said Demised premisses & every p(ar)t thereof to enter & there to Distraine & the Distress & Distresses there found &

taken to chase lead drive take Impound Detaine & keep untill the said Rent together w(i)th the arrea(ra)ges thereof (if any there shall be) & also all such Charges & Expences whatsoever as shall be laid out & Expended in & about the recovery of the same shall be well & truly satisfified & paid

The Lessees Covenant to meet the payment terms

And the said Richard Whincopp Thomas Reeve Samuel Folkard Joshua Nunn John Fella & John Longman for themselves their Executors Administrators & Assigns & for every of them do joyntly severally & respectively Covenant & grant to & w(i)th the said Bayliffs & Comonalty & their Successors & to & w(i)th every of them by these presents in manner & forme following That is to say that they the said Richard Whincopp Thomas Reeve Samuel Folkard Joshua Nunn John Fella & John Longman their Executors Administrators or Assigns or some of them shall & will yearly & ev(e)ry yeare during the Continuance of this present Demise well & truly Content satisfie & pay or cause to be paid unto the said Bayliffs & Comonalty & their Successors the said yearly Rent of Tenn shillings at the dayes & times before herein for the paym(en)^t thereof limited & appointed & according to the true Intent & meaning of these presents

The Lessees may take timber for hedges and fences

And the said Bayliffs & Comonalty for themselves & their Successors do covenant & grant to & w(i)th the said Richard Whincopp Thomas Reeve Samuel Folkard Joshua Nunn John Fella & John Longman their Executors Administrators & Assigns & to and w(i)th every of them by these presents in manner & forme following That is to say that it shall & may be Lawfull to & for the said Richard Whincopp Thomas Reeve Samuel Folkard Joshua Nunn John Fella & John Longman their Executors Adminstrators & Assigns & every of them yearly & every yeare during this Demise to cut & take upon the said Demised premisses or some p(ar)t thereof so many bushes & other fenceing stuffe whatsoever as shall be needfull & necessary for the repairing & amending the hedges & fences belonging to the said Demised premisses if so much can there be found

'Quiet Enjoyment' for the Lessees

And Finally that they the said Richard Whincopp Thomas Reeve Samuell Folkard Joshua Nunn John Fella & John Longman their Executors Administrators & Assigns & every of them (paying the said yearly Rent of Tenn shillings before reserved & performing the Covenants & Articles aforesaid on their & every of their parts to be kept & performed according to the true Intent & meaning of these presents) shall or Lawfully may quietly and peaceably have hold occupy possess & enjoy all & singul(a)r the said Demised premisses & every part & parcel thereof according to the true Intent & meaning of these presents without the let Sute trouble Deniall Interrupt(i)on Eviction or Expulsion of the said Bayliffs & Comonalty & their Successors or any other person or persons Claiming or to Claime by from or under them or any of them

Confirmation of Seals and Signatures

In Witness Whereof to one part of these present Indentures remaining with the said Richard Whincopp Thomas Reeve Samuell Folkard Joshua Nunn John Fella & John Longman the said Bayliffs & Comonalty have in their Guild hall fixed their Comon seale and the said George Warren Thomas Postle John Postle James Archer John Aldred & Richard Wainfleet have sett their hands & seales And to the other part of these present Indentures remaining with the said Bayliffs & Comonalty the said Richard Whincopp Thomas Reeve Samuell Folkard Joshua Nunn John Fella & John Longman have sett their hands & seales the day & yeare Firstabove written.

The document was signed by:

Richard Whincop (note spelling)

Thomas Reeve

Samuel Folkard (note spelling)

Joshua Nunn

John Fella

John Longman