

# WALPOLE OLD CHAPEL DEED 1711

## Transcribed by Philip Gorrod and Catherine Draper 2024

### Introduction

It appears from the recitals in this document at \* that there was an assignment of the original 1689 lease on 24<sup>th</sup> August 1711. The whereabouts of this document are alas unknown. It seems that, in the 22 years since the original lease, most of the trustees/lessees had died, and perhaps one (or both) of the only two remaining, Samuel Folkard and Joshua Nunn, were ailing; and that, as a holding operation, the benefit of the lease was hastily transferred to John Crompton on 24<sup>th</sup> August. Five days later on 29<sup>th</sup> August the new trustees had been decided on, and this document passes the benefit of the lease to them.

### 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. 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 document.

### Notes on the Transcription

The transcription has been taken from a photograph of the original document. Two small areas are unfortunately obscured so the text is not readable, but there is no serious impairment of the overall meaning.

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.

Editorial explanations are italicised and in [ ] brackets

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

**29 Aug(us)<sup>t</sup> 1711**

**Jo(h)<sup>n</sup> Crompton gen(t)  
to  
Sam. Folkard & al**

**) Indenture of assign(en)<sup>t</sup> for the  
) meeting house & lands in  
) Walpoole**

## Date

**This Indenture** made the nine & twentieth day of August in the tenth yeare of the reigne of our Sovereigne Lady Anne by the grace of God of great Britaine France and Ireland Queen defender of the faith &c [etc] Annoque [and in the year] Dni [Domini, of our Lord] 1711

## Parties

**Between** John Crompton of Walpoole in the County of Suff(olk) gent of the one part And Samuel Folkard of Walpoole aforesaid Grocer Joshua Nunn of Speckshall in the said County of Suff(olk) yeoman William Baddeley of Chediston in the said County of Suff(olk) gent William Buller the Elder of Halesworth in the said County of Suff(olk) gent Benjamin Buller of Halesworth aforesaid Draper sonn of the said William Buller Thomas Pooley of Cookely in the said County of Suff(olk) the Elder yeoman Samuel Holdrich of Wenhaston in the said County of Suff(olk) yeoman Richard Whincopp of Halesworth aforesaid Grocer John Harvey of Wissett in the said County of Suff(olk) yeoman John Harvey of Walpoole aforesaid yeoman sonn of the said John Harvey of Wissett Robert Browne the younger of Chediston aforesaid yeoman John Ludbrooke of Heveningham in the said County of Suff(olk) Grocer and Edmund Ludbrooke of Heveningham aforesaid yeoman of the other p(ar)te

## Detail of the original (1689) agreement

**Whereas** by Indenture bearing date the nineteenth day of August w(hi)<sup>ch</sup> was in the yeare of our Lord One thousand Six hundred Eighty nine made or ment(i)oned to be made between William Cockraine gent and Robert Milborne gent Bayliffs of the towne Borough or corporat(i)on of Southwold in the said County of Suff(olk) and the Comonalty of the said towne Borough or Corporat(i)on Georg Warren of the Citty of London gent Thomas Postle of Southwold aforesaid merchant John Postle of Southwold afores(ai)<sup>d</sup> Grocer James Archer of Southwold aforesaid mariner John Aldred of Lowestoffe in the s(ai)<sup>d</sup> County of Suff(olk) Grocer and Richard Wainfleet of Wrentham in the s(ai)<sup>d</sup> County of Suff(olk) yeoman (the said Willm Cockraine Georg Warren Thomas Postle John Postle James Archer John Aldred & Richard Wainfleet being the only surviveing Feoffees of the towne lands of Southwold aforesaid) of the one p(ar)te And Richard Whincopp of Spexhall in the said County of Suff(olk) gent Thomas Reeve of Walpoole aforesaid yeom(a)<sup>n</sup> the said Samuel Folkard the said Joshua Nunn John Fella of Halesworth in the said County of Suff(olk)

Cordwayner and John Longman of Halesworth aforesaid Glover of the other p(ar)te. They the said Bayliffes and Comonalty & the said Georg Warren Thomas Postle John Postle James Archer John Aldred & Richard Wainfleet at the speciall instance & request & by the direct(i)on & appointment of the said Bayliffes & Comonalty testified by their being made parties to the said recited Indenture & fixing their comon Seale thereunto and for other the considerat(i)ons therein ment(i)oned **did** demise grant & to farme lett unto the said Richard Whincopp Thomas Reeve Samuel Folkard Joshua Nunn John Fella & John Longman their *Executors Administrators* and assignes

### **The property**

**All** that peice of land or pasture with a house thereupon lately built lyeing and being in Walpoole aforesaid invironed & compassed about with the Kings highway there in p(ar)te and the lands of Georg Fleetwood Esq<sup>r</sup> in part or every parte and containe[ing] by estimat(i)on one acre more or less and was then in the tenure or occupat(i)on of one Joseph Stoulding [*sic - Skoulding*] his assignee or assignees together with all the wayes waters easements privileges & Appurtennces to the said peice of land or pasture & all & singler other the premisses or any parte or p(ar)cell thereof belonging or in any wise appertaining

### **Rights reserved**

**Except** and alwaies reserved out of the said demise & grant unto the said Bayliffs & Comonalty and their Successors and to the said George Warren Thomas Postle John Postle James Archer John Aldred & Richard Wainfleet their heires and assignes All and all manner of timber wood underwood & trees then growing or being or which thereafter should or might grow or be upon the said demised premisses or any part or parcell thereof And also free liberty of ingresse egressse & regresse for themselves and every of them their & every of their servants carts & horses to and from the said demised premisses or any part thereof from time to time and att all times thereafter to veiw and see the state & Condit(i)on thereof and also to fell stub cutt downe lopp & topp all such timber wood underwood & trees growing or being upon the said demised premisses or any part thereof as they or any of them should please and there to let it lye or else with servants carts & horses to load it and carry it off the said demised premisses when they or any of them should think most meet & convenient

### **Lease period**

**To have and to hold** the said peice of land or pasture & all and singuler other the premisses before ment(i)oned to be demised with their Appurt(enance)s (Except before excepted) unto the said Richard Whincopp Thomas Reeve Samuel Folkard Joshua Nunn John Fella & John Longman their Executors Administ(rato)rs & assignes from the feast day of St Michael the Archangel which should be in the yeare of our Lord One thousand six hundred ninety one for the terme of ninety nine yeares from thenceforth next ensueing and fully to be compleat & ended without impeach(en)t of or for any manner of waste in the houses & edifices built or that then after should be built upon the said demised premisses or any parte thereof and with liberty to comitt wast(e) in the houses & edifices then built or which should be built upon the said demised premisses or any parte thereof

### **Rent and payment arrangements**

**Under** the yearely rent of ten shillings payable to the said Bayliffs and Comonalty of Southwold aforesaid & their successors by halfe yearely payments at Lady day and Michaelmas day by equall port(i)ons att the markt cross in Southwold aforesaid with a power of Entry and distress for non payment thereof As in and by the said recited Indenture relat(i)on being thereto has may more fully & at larg(e) appear

### **Amendment to the parties by another previous deed\***

**And whereas** the said Samuel Folkard & Joshua Nunn being the Surviveing Feoffees of the said lands & tenements in Walpoole aforesaid by their Indenture beareing date the four & twentieth day of this instant August made or ment(i)oned to be made between them the said Samuel Folkard & Joshua Nunn of the one part & the said John Crompton of the other p(ar)te for the considerat(i)ons therein ment(i)oned did bargaine sell assigne transferr and sett over unto the said John Crompton his Executors Administrators & assignes

### **The property (again)**

**All** and singuler the said peice of land or pasture lyeing & being in Walpoole aforesaid in the said first recited Indenture ment(i)oned & sett forth together with all and singler the houses edifices & buildings now thereupon standing & being with their Appurt(enance)s (Except as in the said first recited Indenture is excepted) And all the estate right title interest terme of yeares use trust property clayme & demand whatsoever of them the said Samuel

Folkard & Joshua Nunn of in and to the same premisses and every part & parcell thereof with their Appurt(enance)s

### **Lease period (again)**

**To have and to hold** all and singuler the said lands tenem(en)ts & premisses (Except before excepted) with their Appurt(enance)s unto the said John Crompton his Executors Administr(ator)s and assignes from the day of the date of the said last recited Indenture for and during all the residue & remainder of the said terme of ninety nine yeares in the said first recited Indenture ment(i)oned then to come and unexpired Charged & chargeable with the payment of the aforesaid sume of ten shillings a yeare during the said terme to the said Bayliffs and Comonalty of Southwold aforesaid and their successors in such sort & manner as in the said first recited Indenture is limited & reserved As in and by the said last recited Indenture relat(i)on being thereunto alsoe had may more fully and at large appear

### **Assignment of the lease (by John Crompton to the new trustees)**

**Now this Indenture witnesseth** that the said John Crompton for and in considerat(i)on of the sume of five shillings of lawfull money of great Britaine to him in hand by the said Samuel Folkard Joshua Nunn William Baddeley William Bullard senr Benjamin Buller Thomas Pooley Samuel Holdrich Richard Whincopp John Harvey Senr John Harvey junr Robt Browne John Ludbrooke & Edmund Ludbrooke att or before the sealeing and delivering of these presents The receipt whereof is hereby confessed And for other good considerat(i)ons him the said John Crompton hereunto especially moveing **Hath** bargained sold assigned transferred and sett over And by these presents doth bargaine sell assign transferr and sett over unto the said Samuel Folkard Joshua Nunn William Baddeley William Buller Senr Benjamin Buller Thomas Pooley Samuel Holdrich Richard Whincopp John Harvey Senr John Harvey junr Robert Browne John Ludbrooke and Edmund Ludbrooke their Executors Administratrs and Assignes

### **The property (for the third time)**

**All** and singuler the said peice of land or pasture lyeing and being in Walpoole aforesaid in the said first receited Indenture ment(i)oned and sett forth together with all and singuler the houses Edifices and buildings now thereupon standing and being with their and every of their Appurt(enance)s (Except as in the said first recited Indenture is excepted)

### **The rights attaching to the property**

**And alsoe** all the estate right title interest terme and termes of yeares yet to come and unexpired use trust property clayme and demand whatsoever of him the said John Crompton of in and to the same premisses and every part and parcel thereof with their and every of their rights privileges and Appurt(enance)s together with the said first recited Indenture of lease & assignment thereof

### **Lease period and rent**

**To have and to hold** all and singuler the said bargained and assigned or hereby intended to be bargained and assigned lands tenem(en)ts & premisses before ment(i)oned with their Appurtena(n)ces (Except before excepted) unto the said Samuel Folkard Joshua Nunn William Baddeley William Buller senr Benjamin Buller Thomas Pooley Samuel Holdrich Richard Whincopp John Harvey Senr John Harvey junr Robert Browne John Ludbrooke & Edmund Ludbrooke their Executors Administratrs and assignes from the Day of Date of these presents for and during all the rest residue and remainder of the said terme of ninety nine yeares in the said first recited Indenture ment(i)oned yet to come and unexpired in as full large ample and beneficiall manner to all intents & purposes as he the said John Crompton might or could have held and enjoyed the same by means force or reason of the said several recited Indentures or either of them or otherwise howsoever Charged & chargeable never [?? *image obscured*] the payment of the aforesaid sume of ten shillings a yeare during the said terme to the said Bayliffes and Comonalty of Southwold aforesaid & their Successors in such sort & manner as in the [?? *image obscured*] recited Indenture is limited and reserved

### **Seals and signatures**

**In witnesse** whereof the p(ar)ties abovenamed have to these presents interchangeably set their hands and seales the day and year first abovewritten

(Signed by) John Crompton