

WALPOLE OLD CHAPEL DEED 1748 (1st March)

Transcribed by Philip Gorrod and Catherine Draper 2024

Introduction

This deed assigns from John Crompton to the church elders the rights under a lease entered into in the previous year.

Date

Although the date on this document is shown as 1747, it is said to be in the 21st year of the reign of George II which would make it 1748. It also refers to a previous document dated 6th April "last past" which was actually dated 1747. The February deed is also dated 1747. It seems extraordinary that the year quoted in the both the deeds was incorrect!

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 some of 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. Editorial explanations are italicised and in [] brackets

The 1st of March 1747

M^r John Crompton	Assignment of a Lease for 99 yeares
to	from the Corporation of Southwold of
M^r John Ludbrooke	a peice of land in Walpole on which
& others	the Meeting house is erected

Parties

This Indenture made the first day of March in the Twenty first Year of the Reign of our Sovereign Lord George the Second by the Grace of God of Great Britain France and Ireland King Defender of the Faith and so forth And in the Year of our

Lord One thousand Seven hundred Forty and seven **Between** John Crompton (the Elder) of Walpole in the County of Suffolk Gentleman of the one part John Ludbrook (the Elder) of Heveningham in the said County Yeoman Edmund Ludbrook (the Elder) of the same place Yeoman Benjamin Bullar of Halesworth in the said County Woolen Draper Robert Brown (the Elder) of Walpole aforesaid Yeoman Samuel Badeley of the same place Gentleman John Coulston of the same place Gentleman Samuel Strowger of Bramfield in the said County Yeoman John Crompton the Younger of Halesworth aforesaid Grocer Edmund Ludbrook the Younger of Peasnal in the said County Yeoman Nicholas Brown of Chediston in the said County Yeoman Robert Brown the Younger of Cookley in the said County Yeoman John Newson of Chediston aforesaid Yeoman Samuel Ludbrook of Heveningham aforesaid Yeoman John Ludbrook the Younger of the same place Yeoman Simon Petcosser of Walpole aforesaid Yeoman Samuel Blomfield of Peasnal aforesaid Yeoman Joseph Tompson of Blyford in the said County Yeoman and Richard his son Daniel Tompson of Wisset in the said County Yeoman and Daniel his Son and Robert Sampson of Cookley aforesaid Yeoman of the other part

DETAILS OF LEASE TO WHICH THIS ASSIGNMENT REFERS

- parties

Whereas in and by a certain Indenture of Lease or Demise bearing date the sixth day of April now last past made or mentioned to be made between William Tompson and Samuel Nunn Esquires Bayliffs of the Town Burgh or Corporation of Southwold in the said County of Suffolk and the Comonalty of the said Town Burgh or Corporation of the one part the said John Ludbrook (the Elder) Edmund Ludbrook (the Elder) Benjamin Bullar and Robert Brown (the Elder) by their Additions therein named of the other part They the said Bayliffs and Comonalty of the said Burgh of Southwold (testified by their being made parties to the said Indenture and fixing their Common Seal thereto) for the Considerations therein mentioned **Did** Demise Grant and to Farm lett unto the said John Ludbrook (the Elder) Edmund Ludbrook (the Elder) Benjamin Bullar and Robert Brown (the Elder) their Executors Administrators and Assignes

- the property

All That Piece of Land or Pasture (whereon the Meeting House and also a Messuage or Tenement in the Use of John Morris now stand) lying and being in Walpole aforesaid As the said piece of Land is environed and compassed about with the Kings highways there in part and the Lands late Fleetwoods now of William Plummer Esquire on every other part and contains by Estimation one Acre more or less formerly in the Tenure or Occupation of *[blank space to write in Skoulding's first name]* Skoulding his Assignee or Assignes together with all the Ways Waters Easements Priviledges and Appurtenances to the said Piece of Land and Pasture and all and singular other the Premisses or any part or parcell thereof belonging or in any wise appertaining

- rights reserved to landlords

Except *[should have been in bold]* and reserved out of the said Demise unto the said Bayliffs and Comonalty and their Successors All and All manner of Timber Wood Underwood and Trees then growing and being or which thereafter should be standing growing or being on the said Demised premisses or any part thereof Together with Free Liberty of Ingress Egress and Regress to and for the said Bayliffs and Comonalty and their Successors into the said demised premisses or any part thereof to reenter and to view and see the State and Condition thereof and with Workmen Servants and Labourers to come and Fell Lopp and Topp all such Timber Wood Underwood and Trees and to carry away the same as often as Occasion shall require

-term of the lease

To have and to hold the said Piece of Land and Pasture and all and singular other the premisses before mentioned to be Demised with their Appurtenances (Except before excepted) unto the said John Ludbrook the Elder Edmund Ludbrook the Elder Benjamin Bullar and Robert Brown the Elder their Executors Administrators and Assignes from the Feast Day of Saint Michael the Archangel then next ensuing the date of the said Indenture for and during the full End and Term of Ninety Nine Years from thenceforth next ensuing and fully to be compleat and ended without Impeachment of or for any Manner of Waste in the Houses and Edifices already built or that thereafter shall be built upon the said demised premisses or any part

thereof with free Liberty to commit Waste in the Houses and Edifices already built or that thereafter shall be built upon the said demised premisses or any part thereof

- rent

Under the Yearly Rent of Ten Shillings of Lawfull Money payable to the said Bayliffs and Comonalty and their Successors by half yearly payments That is to say upon Lady Day and Michaelmas Day in every year by equal portions at or in the Market Cross in Southwold aforesaid As in and by the said recited Indenture relation being thereunto had may more fully and at large appear

DETAILS OF THE PREVIOUS ASSIGNMENT A MONTH EARLIER

- the parties

And whereas in and by one other Indenture of Assignment bearing date the fifth day of February now last past made or mentioned to be made between the said John Ludbrook (the Elder) Edmund Ludbrook (the Elder) Benjamin Bullar and Robert Brown (the Elder) by their several Descriptions therein named) of the one part and the said John Crompton (the Elder) by his Description therein mentioned) of the other part (Reciting to the Effect as is herein before recited) They the said John Ludbrook (the Elder) Edmund Ludbrook (the Elder) Benjamin Bullar and Robert Brown (the Elder) for the Considerations therein mentioned

- the property

Did bargain Sell Assign Transfer and Settover unto the John Crompton (the Elder) his Executors Administrators and Assignes **All** and singular the said Piece of Land or Pasture situate lyeing and being in Walpole aforesaid in the said recited Indenture and herein before set forth and abuttalled (Except as in the said first recited Indenture is excepted) Together with all and singular the Houses Edifices and Buildings now thereupon standing and being erected or built with their Appurtenances **And alsoe** All the Estate Right Title Interest Term of Years Use Trust Property Claim and Demand whatsoever of them the said John Ludbrook (the Elder) Edmund Ludbrook (the Elder) Benjamin Bullar and Robert Brown (the Elder) and every of them of in and to the same Premisses and every part and parcell thereof Together with the said recited Indenture of Lease or Demise

- term of the lease and rent

To have and to hold All and singular the said Bargained and Assigned Lands Tenements and Premises with their Appurtenances (Except before excepted) unto the said John Crompton [*sic*] (the Elder) his Executors Administrators and Assignes from this day of the date of the said last recited Indenture for and during all the residue and remainder of the said Term of Ninety Nine Years in the said first recited Indenture mentioned then to come and unexpired Charged and Chargeable with the aforesaid Yearly Rent of Ten Shillings during the said Term to the said Bayliffs and Comonalty of Southwold aforesaid and their Successors in such Sort and Manner as in the said first recited Indenture is limited and reserved As in and by the said last recited Indenture (relation being thereunto had) may also more fully appear.

Assignment and consideration

Now This Indenture witnesseth that for and in consideration of the Sume of Five Shillings of Lawfull Money of Great Britain to him the said John Crompton (the Elder) in hand paid by the said John Ludbrook (the Elder) Edmund Ludbrook (the Elder) Benjamin Bullar Robert Brown (the Elder) Samuel Badeley John Coulston Samuel Strowger John Crompton the Younger Edmund Ludbrook the Younger Nicholas Brown Robert Brown the Younger John Newson Samuel Ludbrook John Ludbrook the Younger Simon Petcoser Samuel Blomfield Joseph Tompson Daniel Tompson and Robert Sampson some or one of them at or before the Sealing and Delivering of these Presents The receipt whereof is hereby confessed And for other good Considerations him hereunto moveing **He** the said John Crompton (the Elder) **Hath** Bargained Sold Assigned Transferred and Settover and by these Presents doth Bargain Sell Assign Transferr and Settover unto the said John Ludbrook the Elder Edmund Ludbrook the Elder Benjamin Bullar Robert Brown the Elder Samuel Badeley John Coulston Samuel Strowger John Crompton the Younger John Newson Edmund Ludbrook the Younger Nicholas Brown Robert Brown the Younger John Newson Samuel Ludbrook the Younger Simon Petcoser Samuel Blomfield Joseph Tompson and Richard his Son Daniel Tompson and Daniel his Son and Robert Sampson their Executors Administrators and Assignes

The land included in the assignment

All and singular the said Piece of Land or Pasture situate lyeing and being in Walpole aforesaid in the said first recited Indenture and herein before more particularly mentioned described and abuttalled (Except as in the said first recited Indenture is excepted) Together with the said Meeting House Dwelling House now in the Occupation of John Morris and all other the Houses and Edifices now thereupon standing and being with their and every of their Appurtenances **And alsoe** all the Estate Right Title Interest Term and Terms of Years Use Trust Property Claim and Demand whatsoever of him the said John Crompton the Elder of in and to the same Premisses and every part and parcell thereof Together with the said first recited Indenture of Lease and Demise and Assignment thereof

Remaining term of the lease

To have and to hold all and singular the said Bargained and Assigned or herein & hereby mentioned or intended to be Bargained and Assigned Lands Tenements and Premisses with their Appurtenances (Except before excepted) unto the said John Ludbrook the Elder Edmund Ludbrook the Elder Benjamin Bullar Robert Brown the Elder Samuel Badeley John Coulston Samuel Strowger John Crompton the Younger John Newson Edmund Ludbrook the Younger Nicholas Brown Robert Brown the Younger John Newson Samuel Ludbrook John Ludbrook the Younger Simon Petcoser Samuel Blomfield Joseph Tompson and Richard his Son Daniel Tompson and Daniel his Son and Robert Sampson their Executors Administrators and Assignes from the day of the date of these presents for and during all the rest residue and remainder of the said Term of Ninety Nine Years in the said first recited Indenture mentioned yet to come and unexpired in as full large ample and Beneficial Manner to all Intents and Purposes as he the said John Crompton the Elder might could or ought to have held and enjoyed the same by Means Force or Reason of the said recited Indentures or otherwise howsoever

Rent

Charged and Chargeable nevertheless with the payment of the aforesaid Yearly Rent or Sum of Ten Shillings reserved to be paid in and by the said first recited Indenture of Lease or Demise to the said Bayliffs and Commonalty of Southwold

aforesaid and their Successors during the said Term in such Sort and Manner as by the said Indenture of Demise is limited and appointed for the payment thereof

Signatures

In witness whereof the Partyes above named have to these Presents Interchangeably set their Hands and Seals the Day and Year first above written

[Signed and sealed by] John Crompton

Cover:

**Written upon Treble Sixpenny stamped Parchment
And afterwards Sealed and delivered by the withinnamed
John Crompton the Elder in the presence of us
Thomas Jermyn
Henery More**