

WALPOLE OLD CHAPEL DEED 1748 (5th February)

Transcribed by Philip Gorrod and Catherine Draper 2024

Introduction

This deed assigns to John Crompton the rights under a lease entered into in the previous year. A month later, another deed assigns the rights from him to a group of church elders.

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. It seems extraordinary that the year quoted in this deed 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. Two small areas are unfortunately obscured so the text is not readable, but there is no serious impairment of the overall meaning.

Editorial explanations are italicised and in [] brackets

The 5th day of Feb^{ry} 1747

Mr John Ludbrooke

& others

to

Mr John Crompton

Assignment of a Lease for 99 yeares

from the Corporation of Southwold of

a peice of land in Walpole on which

the Meeting house &c is erected

Date

This Indenture made the fifth day of February 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

Parties

Between John Ludbrooke of Heveningham in the County of Suffolk Yeoman Edmund Ludbrooke of the same place Yeoman Benjamin Bullar of Halesworth in the said County Woolen Draper and Robert Brown of Walpole in the said County Yeoman of the one part and John Crompton of Walpole aforesaid Gentleman 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 Thompson and Samuel Nunn Esquires Bayliffs of the Town Burgh or Corporation of Southwold in the said County of Suffolk and the Commonalty of the said Town Burgh or Corporation of the one part and the said John Ludbrooke Edmund Ludbrooke Benjamin Bullar and Robert Brown (by their several Additions therein named) of the other part They the said Bayliffs and Commonalty of the said Burgh of Southwold (testified by their being made partyes 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 Ludbrooke Edmund Ludbrooke Benjamin Bullar and Robert Brown 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 *[illegible]* and lyeing and being in Walpole aforesaid as the said piece of Land is invironed 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 one Skoulding his Assignee or Assigns together with all the Ways Waters Easements Priviledges and Appurtenances to the said piece of Land or 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 and always reserved out of the said Demise and Grant 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 Regress to and for the said Bayliffs and Commonalty 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 should require

- term of the lease

To Have and to Hold the said piece of Land or pasture and all and singular other the premisses therein before mentioned to be Demised with their Appurtenances (Except before excepted) unto the said John Ludbrooke Edmund Ludbrooke Benjamin Bullar and Robert Brown 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 and unto the full End and Term of Ninety Nine Years from thence 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 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 of Great Britain payable to the said Bayliffs and Commonalty and their Successors by half yearly payments (that is to say) upon Lady day and Michaelmas day in every year by equal portions at the Market Cross in Southwold aforesaid As in and by the said rented Indenture (relation being thereunto had) may more fully and at large appear

Intention to assign

And whereas the said John Ludbrooke Edmund Ludbrooke Benjamin Bullar and Robert Brown have agreed to Assign over the Remainder of the said Term now vested in them to him the said John Crompton his Executors Administrators and Assignes

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 them the said John Ludbrooke Edmund Ludbrooke Benjamin Bullar and Robert Brown in hand paid by the said John Crompton at or before the Sealing and delivering of these presents The receipt whereof is hereby confessed And for other good Considerations them hereunto respectively moveing They the said John Ludbrooke Edmund Ludbrooke Benjamin Bullar and Robert Brown **Have** and every of them hath Bargained Sold Assigned Transferred and Settover and by these presents Do and every of them doth Bargain Sell Assign Transferr and Settover unto the said John Crompton his 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 recited Indenture and herein before more particularly mentioned described and abuttalled (Except before excepted) together with the Meeting House Dwelling House and all other the Houses and Edifices thereupon standing and being erected and built 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 them the said John Ludbrooke Edmund Ludbrooke Benjamin Bullar and Robert Brown and every of them of in and to the same premisses and every part and parcell hereof Together with the said recited Indenture of Lease or Demise

Remaining term of the lease

To have and To hold all and singular the said Bargained and assigned or herein or hereby mentioned or intended to be Bargained and Assigned Lands Tenements and Premisses with their Appurtenances (Except before excepted) the said John

Crompton his Executors Administrators and Assignes from the day of the date of these presents for and during all the residue and remainder of the Term of Ninety Nine Years in the said recited Indenture mentioned yet to come and unexpired in as full large ample and beneficial Manner to all Intents and purposes as they the said John Ludbrooke Edmund Ludbrooke Benjamin Bullar and Robert Brown or any of them might or could have held and enjoyed the same by meanes forte or reason of the said recited Indenture or otehrwise howsoever Charged and Chargeable nevertheless with the payment of the aforesaid yearly Rent or Sum of Ten Shillings during the said Term to the said Bayliffs and Commonalty of Southwold aforesaid and their Successors in the such Sort and Manner as in the said recited Indenture of Lease or Demise is limited and reserved.

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

[The document was signed and sealed by]

John Ludbrooke

Edmund Ludbrook

Benj Buller

Robert Browne

Cover:

Written upon Treble sixpenny stamped Parchment And afterwards Sealed and delivered by the within named John Ludbrook the Elder in the Presence of us

John Newson

Bridget Crompton

Written upon Treble sixpenny stamped Parchment and afterwards Sealed and delivered by the within named Edmund Ludbrook Benjamin Bullar & Robert Brown in the Presence of Us

John Newson

Thomas Jermyn