

THE ORIGINS AND EARLY HISTORY OF THE  
MELTON MOWBRAY TOWN ESTATE.

A study in the government of an unincorporated town.

by

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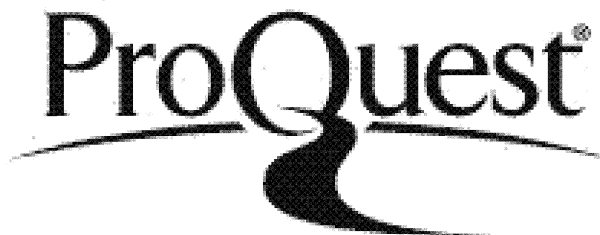
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### Abbreviations

L.C.R.O.	Leicestershire County Records Office.
C.C.R.	Charity Commissioners' Reports.
V.C.H.	Victoria County History.
D.N.B.	Dictionary of National Biography.
T.W.	Town-Warden.
S.W.	Spinney-Warden.
L. of M.	Lord of Melton.
m.	membrane.

### Note

Footnote references to documents are only given where these are not referred to in the text.

INTRODUCTION

Melton Mowbray lies in the north-<sup>east</sup>~~west~~ of the county of Leicester in sheltered valley, where the Scalford Brook joins the River Eye. For a small place it has large associations; its reputation for pork pies and as a fox-hunting capital extends well beyond the Vale of Belvoir, but locally it has long been important as a market-town. Its early growth is probably connected with the fact that it stands at the point where the pre-Roman track, known as the Jurassic Trail - which ran along the backbone of England from south-west to south-east - crosses the river.<sup>(1)</sup> The existence of a valuable market there is recorded in Domesday Book, whilst during the fourteenth century Melton was an important centre of the wool trade, sending representatives to the assembly convened at Westminster by Edward III in 1339.<sup>(2)</sup> In the sixteenth century its importance was as a local market; although in 1563 there were only 80 families in the town, Melton was then the third largest urban community in the county,<sup>(3)</sup> and the largest in Framland Hundred.

There is no very early map of Melton Mowbray; the earliest is that of the estate of Philip Burton, Esq., in the Lordship of Melton, dated 1787, which includes a plan of the town.<sup>(4)</sup> At that date the town was still small, being contained well within the V-shaped

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(1) W.G.Hoskins, Leicestershire, 1957, p.104  
(2) P.E.Hunt, The Story of Melton Mowbray, 1957, p.140  
(3) Hoskins, op.cit., p.67.  
(4) Appendix I.

peninsula formed by the river Eye and the Scalford Brook. It is probable that even though Melton had grown since the sixteenth century, the basic street pattern was the same as in 1787, any growth being internal rather than external; moreover, it is evident that the street names had not greatly altered since the sixteenth century. The buildings of sixteenth-century and earlier date have gradually disappeared, save for "Anne of Cleve's House" a late fourteenth-century building which served as a priest's residence - and the large and graceful parish church of St.Mary the Virgin, which still dominates the landscape. A disastrous fire in 1613 destroyed much of the centrally-situated property, but a great deal has disappeared in more recent years. The nineteenth century saw the rebuilding of the town's three bridges, and the removal of the last of the old market crosses. Originally there were six crosses in the town, the Sheep Cross in Spittal End, the Corn Cross in Cornhill, the Butter Cross or High Cross in the Market Place, the Sage Cross in Sherrard Street, and two crosses at the entrances to the town at Kettilby Bridge and Thorpe Bridge which were apparently removed in the latter half of the sixteenth century.<sup>(1)</sup> Within the parish of Melton Mowbray there were, apart from the town, five hamlets - Welby, Freeby, Sysonby, Eye Kettilby and Burton Lazars - all of which were chapelries of the mother church of St.Mary the Virgin in Melton Mowbray.<sup>(2)</sup>

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(1) For a discussion of the topography of Melton, see Hunt, op.cit., pp.63-83.

(2) Ibid., pp.42-62

Melton therefore falls into the shadowy category of the lesser market-town: too large to be called a village, and yet not a member of the privileged class of chartered boroughs. But just as its parochial history is more complex than its single church might suggest, it has long been something more than a mere manor. Melton is an interesting example of a community that has made itself autonomous by evolving a trust - the Town Estate. The Melton Mowbray Town Estate originated in the middle of the sixteenth century, and was the chief governing authority within the town until the end of the nineteenth century. The name Town Estate was first applied to the town's mode of self-government in the eighteenth century,<sup>(1)</sup> and derived from the fact that the basis of the town's autonomy was an estate of lands and properties which were held in trust for the benefit of all the inhabitants of Melton Mowbray. The purpose of this dissertation is to trace the origins of the Melton Mowbray Town Estate, and to discuss the development of the trust-government during the sixteenth century. Melton was by no means unique in its form of self-government; the trust enabled numerous unincorporated towns - perhaps more towns than is commonly realised - to achieve some degree of independence. A general survey of the trust as a municipal institution is therefore a necessary ~~introduction~~ introduction to the history of the Melton trust.

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(1) "Town Records" (1573-1794). This is generally referred to in the text as the minute book.

The concept of the trust originated in the medieval conveyance to uses. By means of the Use the landowner was able to escape the restrictions of the Common Law which prevented him from disposing of his land by will. The earliest and most common form of trust was that by which the landowner conveyed his land to a number of friends to his own use; thus during his lifetime he was able to enjoy it, but at the same time was able to instruct his feoffees about its disposal after his death. By such a method the landowner was able to provide for his wife, daughters, younger sons, dependents, and relatives. He could also provide for the welfare of his soul more elaborately than by conventional bequests.

It was essential, when making a conveyance to uses, to name a body of feoffees rather than one individual. If there was only one feoffee and he died, the estate of which he was enfeoffed became liable to the feudal incidents; if he died without an heir it escheated to the lord, who was not bound by the use. If a number of persons were enfeoffed as joint tenants and one died there would be no inheritance, but only accrescence, and the lord could claim nothing. When the number of feoffees was diminished by death, steps were usually taken to enfeoff others. This principle enabled a wall of feoffees to be built which was not always in need of repair (1) Many trusts were started with numerous feoffees, and

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(1) F.W.Maitland, "Trust and Corporation", Collected Papers, Vol.III, 1911, p.336.

and many years usually passed before new documents were necessary.

By the end of the fourteenth century the Use had become a widespread and popular device, but the refusal of the Common Law to recognise it encouraged fraud. In 1402 the Commons petitioned for a remedy against disloyal feoffees who granted away lands of which they had been enfeoffed in trust. Its conservativeness, and the rigidity of its procedure, made the Common Law an unsuitable agent for remedying breaches of trust. It might, imaginably, have dealt with the agreement between feoffor and feoffees as a contract, but a contract cannot give rights to a third person who is not a party to it. In that case, no protection would have been given to the beneficiary of the Use, particularly where the beneficiary was not identical with the feoffor. This gap in the law was filled by the Court of Chancery. Chancery employed a procedure well suited to discover breaches of trust, whilst the nature of the Chancellor's jurisdiction enabled him to enforce the trust against all whose conscience was affected by it. Thus the beneficiaries of the trust were given, through its development in the Court of Chancery, such excellent protection that it is usual, today, to regard their rights as equivalent to full ownership.

Although originating for the benefit of individuals, the trust became perhaps more important for unincorporated bodies.

Wills of the early sixteenth century show that much property was in the hands of parishes, chantries, guilds, and other religious or quasi-religious bodies,<sup>(1)</sup> and so justify the statements made in the preamble to the statute of 1531-1532: "where by reason of feoffments ... and assurances made of trusts of manors ... and hereditaments to the use of the parish churches, chapels, churchwardens, guilds, fraternities, commonalties, companies, or brotherhoods erected or made of devotion or by common consent of the people without any incorporation ... There groweth and issueth to the King our Sovereign Lord, and to other lords and subjects of this realm, the same like losses and inconveniences, and is as much prejudicial to them as doth and is the case where lands be aliened into mortmain". This recital is followed by a declaration that "all and every such uses, intents, and purposes" declared or ordained after 1 March 28 Henry VIII, were to be utterly void in law if they extended beyond a term of twenty years.<sup>(2)</sup>

This attempt to suppress the trust, and to recapture the feudal revenue so avoided, was thwarted by the lawyers who, soon after Henry's death, explained away this statute as being wholly directed against superstition. In Porter's Case (1592) it was therefore argued that the act could not possibly mean what it apparently said. "Almost all the lands belong to the towns or boroughs not

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(1) W.S.Holdsworth, History of English Law, Vol.IV, 1922, p.440

(2) 23 Henry VIII cap.10, Statutes at Large, Vol.II, pp.171-172

incorporate are conveyed to several inhabitants of the parish and their heirs upon trust and confidence to employ the profits to such good uses as defraying the tax of the town, repairing the highways, repairing the churches, maintaining the poor, or supporting other charges of the parish ... And it would be a thing dishonourable to the law of the land, to make such good uses void, and to restrain men from giving lands to such good uses".<sup>(1)</sup>

According to Maitland, "probably as far back as we can trace in England any distinct theory of corporate personality or any assertion that this personality must needs have its origin in some act of sovereign power, we might also trace the existence of an unincorporated group to whose use land is held by feoffees".<sup>(2)</sup> By means of feoffments to uses unincorporated bodies were, in effect, able to own property. The Use satisfied the law's demands for a definite owner in the persons of the feoffees; they were fully and legally the owners of the property that they held in trust. The capacity to "sue and be sued" an essential attribute of the corporation, was provided in non-corporate bodies in the persons of the feoffees, who could sue and be sued as owners. During the age in which the trust was taking shape all external litigation went on before courts which did not recognise its existence. The Common Law judges saw the feoffees only as property owners; nothing needed to be said about the trust or its internal constitution.

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(1) Maitland "Trust and Corporation", op.cit., pp.396-397.

(2) Maitland, "The Unincorporate Body", op.cit., p.283.

Thus, behind a façade of trustees, many unincorporated groups came to assume the character and authority of corporations. "In truth or deed we made corporations without troubling King or Parliament, though perhaps we said we were doing nothing of the kind".<sup>(1)</sup>

The Inns of Court provide an early example of such a development. By the sixteenth century they possessed considerable property which was held in trust for them; a constitution had been formulated at least as early as 1422. Their records show a mass of legislation regulating the teaching and conferring of degrees of common law; regulating the conduct of their members; administering finances and property.<sup>(2)</sup> This situation may well have influenced the lawyers' interpretation of Henry VIII's statute, which, if it had succeeded in suppressing the trust, would have destroyed their mode of self-government.

To quote another example, cited by Maitland; the London Stock Exchange functions as an unincorporated body. It began, in a very small way, in the eighteenth century, when a group of dealers in stocks formed a club in "Jonathan's" coffee-house, which they rented for their own exclusive use. In 1802 property was purchased and a trust deed drawn up. By 1882 it possessed a capital of £240,000 divided into 20,000 shares. It legislated lavishly and exercised large disciplinary powers over its members.

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(1) Ibid.

(2) Ibid. pp.370-371

When, in 1877, a Royal Commission recommended its incorporation, the organisation declined, preferring to remain a trust.<sup>(1)</sup>

Today, when any seven or more persons associated together for any lawful purpose can make a corporation, many groups still prefer a trust organisation which gives them greater autonomy.

"First and last the trust has been a most powerful instrument of social experimentation".<sup>(2)</sup> Early in its history it was used chiefly in the cause of the family settlement; it enabled the landowner to devise his land by will; it enabled the married woman to own property. Trusts for charitable purposes flourished from an early date; the mass of charities which had been created by 1601 giving rise to the early state regulation of charitable trusts. The trust enabled any unincorporated group to own property and apply it to promote the particular purposes for which the group had come together; in this role, as a supplement to the law of corporations, it has been applied for most diverse purposes. By enabling men to form joint-stock companies with limited liability, the trust has played an important part in the development of English overseas trade, such companies multiplying rapidly from the end of the seventeenth century. Under its aegis important business organisations such as Lloyd's and the London Stock Exchange have developed. The late eighteenth and the early nineteenth centuries

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(1) Ibid., pp.373-374.  
(2) Ibid., p.278

saw the trust being used to improve public amenities; main roads were maintained by means of Turnpike Trusts; bodies of trustees were formed to improve lighting, paving and drainage in the towns, so ekeing out the deficiencies of the municipal corporations. The trust has been used in the cause of freedom of conscience, for it enabled Nonconformists, Catholics, and Jews to own property and apply it to the maintenance of their religion. It has benefited the social world by enabling the formation of all types of clubs and societies; in the literary world trust organisations such as the London Library and the Selden Society have been formed. From a remote time until the present day numerous trusts of all sorts and kinds have been created which have affected all aspects of English life.

During the fourteenth century the concept of corporate personality, which could be attained only by some act of sovereign power, was being developed by English Lawyers. From the fifteenth century onwards it was applied to towns by means of formal charters of incorporation. The incorporated borough acquired a fictitious personality in law, and could therefore sue and be sued as though it were a single person; it was able to acquire land and hold it in perpetuity; it had the power to make by-laws and the right to use a common seal. Formal incorporation by royal charter gave legal recognition to the right of the community to act collectively.

Before the full doctrine of incorporation was evolved a town was able to develop a form of self-government and collective action, and often, in effect, to act as a corporation, without the

necessity of obtaining legal recognition of its right to do so. When the law demanded formal incorporation it became difficult for growing towns to achieve full corporate status; local circumstances might lead to the development of some measure of self-government, but a royal charter might prove to be unobtainable. It is evident, however, that some unincorporated towns acquired a degree of autonomy comparable to that of an incorporated borough.

Sidney and Beatrice Webb explored innumerable unincorporated towns in which self-government was achieved by adapting the manorial court to meet the needs of the community.<sup>(1)</sup> The most outstanding instances of such a development can be seen in Manchester and Birmingham, which, even when they had become important industrial towns, remained unchartered, unincorporate, and governed through manorial constitutions.

The concept of the trust was admirably suited to meet the needs of the unincorporated town. It enabled the community to own property, the proceeds of which provided the town with a common income. As Maitland says "The evolution of a borough corporation is very closely connected with ... the emergence of a freely disposable revenue which the burgesses will treat as the income of the town".<sup>(2)</sup>

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(1) S. & W. Webb, English Local Government: The Manor and the Borough 1908.

(2) F. W. Maitland, Township and Borough, 1898, p. 204.

Behind the "wall of trustees" the town was able to develop a constitution; it was able to elect its own officials to manage its finances; it was able to enact regulations concerning the town property. "A municipal corporation owns a few, but only a few, of the houses in a town. Over the whole town it exercises a certain governmental power".<sup>(1)</sup> This same principle is applicable where a substantial town trust existed. The trust, in its role as a supplement to the deficient law of corporations, provided an effective means by which the unincorporated town could achieve self-government.

In the towns and villages of sixteenth-century England there were numerous groups of feoffees holding land in trust for certain purposes. Many trusts were established for a single purpose and their authority extended no further than this. Many Grammar Schools were founded in this way, whilst almost every parish possessed some small trust for the repair of the church, the relief of the poor, or some similar specific object. The terms of other trusts were more general, the profits of the lands being applied to meet the needs of the community in a variety of ways. The repair of the church, bridges, highways, the relief of the poor, the payment of common taxes; all these uses might be specified in a single trust deed, which might also include some general phrase - "and for other

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(1) Ibid., p.30.

good and charitable uses", or, "for the benefit of the inhabitants". Trusts of this kind were ubiquitous; they existed in small villages and in market-towns all over the country. In Leicestershire there were at least twenty-seven;<sup>(1)</sup> in Devonshire they were even more numerous.<sup>(2)</sup> It is evident that these trusts varied greatly in form and purpose, in size and importance. Their existence offered the community an opportunity to manage its own affairs, but the extent to which self-government was developed depended very much on local circumstances, on local needs, and on local initiative. In some places the trust retained its "charitable" character; in others some elementary form of extra-parochial organisation evolved - for example, at Wymeswold, a small Leicestershire village, Town-Reeves were appointed to collect the rents of the trust properties.<sup>(3)</sup> In some unincorporated towns, however, some or all the functions of a municipal corporation were performed through the medium of group of feoffees holding land in trust for the whole of the inhabitants of the township or parish. It is with these that we are concerned, the following towns being important examples of places where such a development took place.

In Rotherham<sup>(4)</sup> a market-town standing near the confluence of rivers Don and Rother, in the West Riding of Yorkshire, the feoffees of the "common lands" played an important role in the

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(1) C.C.R. Leicestershire 1837.

(2) C.C.R. Devonshire, 1826.

(3) C.C.R. Leics., pp.497-498.

(4) Records of the Feoffees of the Common Lands of Rotherham, ed. M.S.Mackenzie, 1960.

government of the town from at least as early as the sixteenth century. The earliest reference to a town trust is in 1514 when Sir Thomas Reresby appointed six feoffees to supervise the annual expenditure of 23s.4d. secured on lands in Denaby. Half the revenue was to be used to the common profit and needs of the commons of Rotherham, with the proviso that the donor "shall share in the prayers of such priests as shall happen to sing and say divine service for them". The other half of the revenue was for a yearly obit for the repose of the soul of the donor, his parents and friends.

An Inquisition, taken 16 May 1584, by virtue of a commission of enquiry issued from the Court of the Exchequer 26 November 1583, enumerated certain lands in Rotherham, Denaby, Wickersley and Marr formerly used for "superstitious prayers, uses, rites and ceremonies" which had been concealed from the Crown. It is evident that certain of these lands were part of the Rotherham trust, for in 1591 the feoffees paid rents and arrears to the value of £12.7s. due for concealed lands to the Queen's farmer.

It is probable that the lands concealed in Denaby were those granted by Sir Thomas Reresby, and that other parcels of the trust properties had been acquired through similar grants. The absence of documents makes it impossible to estimate the full extent of such properties, or the way in which they were administered. Nor is it possible to say whether Reresby's was the first such grant, or whether he was adding to an already substantial parochial fund. It is evident that the town rescued that part of its common property which

was due for confiscation under the Chantries Act by concealing it. We cannot now say whether the common property of the town consisted entirely of lands due for confiscation under the Chantries Act. Nor is it possible to say whether or not some lands were successfully concealed.

In 1556 the town properties were enlarged by a bequest by Thomas Lilly of certain lands in Rotherham and Masbrough to the "commynalty" of Rotherham. It is probable that from the Reresby grant the town properties were invested in feoffees. A suit in Chancery concerning a late Greave, or officer, of the town suggests that at least by 1574, the trust was being administered on the lines later laid down by the "Charter" of 1589.

In 1584 twenty-seven properties in Rotherham, Brinsworth, Masbrough, Kimberworth and Denaby, received from the Queen by letters patent 26 August 1584, by Lawrence Woodnet of Lincolns Inn, Middlesex, Esq., and Anthony Collyns of London, Esq., were sold to four feoffees to be "employed to such uses,, intents and purposes as shall be agreed upon by the Cheeffest parte of the Inhabitants of the towne of Rotherham". These four feoffees, on 3 August 1589, ceded the above properties to twelve feoffees, and by this "Charter" of 1589 the purposes and constitution of the now enlarged trust were laid down. "The said lands ... shalbe used and ymployed to diverse good uses as before tyme hath bene accustomed (that is to say) for the relief of the pore people of the said Towne, for the manteyning & repayring of Bridges in & about the said towne, & for & towards the discharge & contribucion of Fyftenes, taxes, musters,

& other comon charges wherewith the said towne of Rotherham & inhabitants thereof may be charged, & in ease & Reliefe of the pore people of the said towne of "Rotherham". Feoffees were to be resident in the township of Rotherham; they could not hold, or speculate in, the common lands; when they were reduced to six in number a new election was to be held. Two feoffees, chosen each year by lot, were to serve as Common Greaves to collect the rents and make a statement of accounts on Lammas Day in the parish church. The common lands were to be leased in periods of twenty-one years and for rents not lower than those obtaining in 1589.

The inhabitants of Peterborough,<sup>(1)</sup> which stands, then a market-town and seat of a new-made diocese, on the north bank of the river Nene, in the county of Northampton, retained, by concealment, various lands and properties due for confiscation under the Chantries Act. Although some lands may have remained successfully concealed, in November 1571 John Marshe and Frances Greneham, gentlemen of London, were granted by letters patent, by virtue of discovering their concealment, certain lands in Peterborough, Paston, and Dogsthorpe, previously used for the maintenance of a gild or purposes of a like nature. Likewise William James of London, gentleman, and John Grey of Nettelstede, Suffolk, gentleman, discovered lands

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(1) Peterborough Local Administration, Feoffees Accounts 1614-1674,  
ed. W.T.Mellows, 1937

previously used for the support of a gild of fraternity and a priest in the vill and church of Peterborough, and were granted them by letters patent December 1571.

These lands were quickly re-acquired for the town of Peterborough. In the same month that the lands were granted to Marshe and Greneham, they were purchased by Jeremy Greene and Robert Mallory of Peterborough. In February 1572 the lands granted to James and Grey in December 1571 were purchased by Thomas Robinson alias Barker, a former churchwarden of Peterborough. On 26 June the purchasers enfeoffed fourteen townsfolk of the properties to be held in trust for the use of the town.

Although two trust deeds were made, the names of the feoffees and the terms of the trusts were identical, save that Green required an annual rent of £100 and Barker of £25. Once these commitments had been met the profits of the lands were to be employed to the payment of taxes of forty poor inhabitants, and the repair and maintenance of the church of St John the Baptist and of certain highways and buildings. The residue of the profits was to be used for "suche necessarie and charitable workes and actes as shall and maye be and contynue to and for the most availe, benefitt, profitt, and comon wealth of the poore persons inhabitantes, resciantes, and howshoulders comorant and dwelling within the bodie of the same Towne and Borough, by thadvyse of the Churchwardens of the saide parishe Churche for the tyme being". On the death of ten feoffees the remainder, within twenty days, were, on the advice of the churchwardens, to enfeoff fourteen others from the most substantial

persons of the town to continue the trust. Any controversy was to be decided by the Lord Chief Justice of England or the Lord Chief Justice of the Common Pleas. Leases of the properties were to be made for terms of under twenty-one years and at the customary rents. The earliest surviving minutes and accounts indicate that two Town Bailiffs were annually elected by feoffees and inhabitants, and that, even by 1613, the trust lands had been further enlarged by bequest.

From at least as early as the mid-fifteenth century the inhabitants of Peterborough had possessed a considerable estate of "Town Lands", administered by the churchwardens, and "Gild Lands", administered by the Bailiffs of the Gilds. But the power of the Abbot of Peterborough was so great as to render ineffective any attempt to establish self-government. On the dissolution of the monastery the Dean and Chapter of the newly-created Cathedral became Lords of the Manor; it was only after this change of Lordship that the inhabitants were able to establish a local authority which could successfully compete with that of the manor.<sup>(1)</sup>

Although the Rotherham and Peterborough trust differ in detail, there emerges a pattern of growth which is characteristic of numerous trusts. It is evident that the trust lands originated in

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(1) Elizabethan Peterborough, ed. W.T.Mellows & D.H.Gifford, 1956.

benefactions which, though in part they were used for the common benefit of the inhabitants of the town or parish, were primarily given for religious purposes. The Chantries Act placed the inhabitants in a predicament, for in few, if any, parishes could the common properties be legally exempt from confiscation. Widespread concealment resulted. How successful this was we cannot now tell, but through the medium of commissions of enquiry and informers some lands were rediscovered for the Crown. The towns were exceedingly anxious to retain their property; this was achieved by paying rents to the Crown, or by purchasing land granted to informers. Communal ownership was put on a legal basis as quickly as possible by transferring the property in trust for purely secular purposes. The common property could then be augmented by further purchase and bequest. The tradition of self-government was continued and developed through the formation of a constitution in keeping with the secular outlook of the times. This type of trust might be classified as the "parochial trust", in view of its close original connection with the parish church and vestry.

The gild has played an important role in local government, both in the large towns and in the parishes; even in ancient incorporated boroughs a connection between the corporation and a gild is often evident. In some towns the gild organisations and government was continued after the Chantries Act by means of

incorporation. This was the case in Wisbech in the Isle of Ely, where the religious Gild of the Holy Trinity had dominated the town from at least 1379 to 1549.<sup>(1)</sup> At its dissolution the Lord of the Manor the Bishop of Ely, intervened on behalf of the townsfolk, who were able to purchase the property of the Gild and received a royal charter which incorporated them for the purpose of managing the estate, maintaining the Grammar School, providing for the poor, and meeting other needs of the community, but which did not confer on them the full status of Municipal Corporation.<sup>(2)</sup> Other towns were less fortunate; perhaps the gild was not as wealthy or important as that of Wisbech; perhaps the townsfolk did not have the right contacts. But where the gilds possessed considerable property, where a tradition of self-government had been established, the towns would be reluctant to lose all this. It seems probable that where a highly organised form of trust government was quickly developed, that the trust grew out of the property and tradition of self-government established, before the Chantries Act, by the gilds.

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(1) Webb, op.cit., pp.138-148

(2) The Royal Commissioners appointed, in 1833 and 1880, to enquire into the Municipal Corporations of England and Wales, found it impossible to frame a precise definition of what constituted a Municipal Borough or Municipal Corporation. The rights acquired by means of formal incorporation varied enormously from town to town, and from charter to charter. The Webbs discarded various criteria by which the Municipal Corporation might be defined; the arbitrary definition ultimately arrived at described the true Municipal Corporation as the community which "enjoyed the privilege of clothing one or more of its members of officers, within the limits of the Borough, without personal appointment by the Crown, with the well-known powers elsewhere given by the Commission of the Peace". This is the definition which is applied to Wisbech and to Sheffield. See below, p.26. ibid. pp.261-267.

In Leicestershire there were, besides Melton Mowbray, four other market-towns in which trust-government involved. At Loughborough<sup>(1)</sup> the town trust originated at least as early as the beginning of the sixteenth century. It was regularised by decrees of 1569 and 1596, the latter deed specifying that the lands were to be used to maintain the free Grammar School, for making and repairing roads and bridges, for the relief of the poor and for the relief of common taxes; its chief officers were the Bridgemasters. In its origin and early history this trust closely resembles that of Melton Mowbray. The history of Market Harborough Town Estate<sup>(2)</sup> is more obscure, but it evidently began at least as early as 1508, the date of the first deed of feoffment. A considerable amount of land was acquired through various benefactions, which were consolidated into two separate blocks of trust lands known as the Harborough town lands and St Mary's lands; later still these were placed under one group of feoffees. The history of the trust in the sixteenth century is obscure, but the existence of a Gild of the Holy Cross in the town suggests that the trust is perhaps another of the pattern described above. At Lutterworth<sup>(3)</sup> considerable property was acquired through a number of grants, the earliest of which was made in 1484. By 1571, at least, the properties were

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- (1) A White, History of the Loughborough Endowed Schools, 1962; C.C.R. Leics. pp.386-393  
(2) Market Harborough Parish Records, ed. J.E.Stocks, 1926; C.C.R. Leics. pp.278-282.  
(3) C.C.R. Leics. pp.127-131.

the properties were grouped under one set of feoffees and held in trust to be employed to the repair of the highways, for defraying general charges, and for the common benefit of the inhabitants. Two Town-Masters were appointed annually at the Court Leet and Baron, but they were nominated by the inhabitants, to whom they were responsible. The extent to which the Lord of the Manor intervened in the affairs of the community depended on individual inclination; by the sixteenth century the authority of the lord was usually only nominal. In Hinckley<sup>(1)</sup> the town trust was probably, in part at least, founded with the property of the Guild of the Holy Trinity. It is probable that during the sixteenth century the Lord of the Manor sublet his land to his tenants, thus paving the way for the purchase of the manor by the townsfolk in 1602, which was enfeoffed to the use of the town and so rounded off the autonomy of the inhabitants.

It is very likely that where a town acquired self-government through a parochial trust, it would, if the opportunity arose, purchase the manor. Where a strong town trust existed the real authority of the manor would be very meagre; particularly where the inhabitants managed their own common grazing ground, the control of which was one of the foremost functions of the manorial court.

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(1) H.J.Francis, History of Hinckley, 1930; J.Thompson, English Municipal History, 1867; C.C.R. Leics., pp.159-170

On the other hand, the manor controlled the market, and it is evident that town trusts were characteristic of market towns. Even where the market was leased to the townsfolk it would be desirable for the ownership of the manor to be acquired, since this would consolidate the town's autonomy.

Some town trusts were not of "ecclesiastical" origin, but were established only when the inhabitants purchased the manor. This was the case at Bridlington, a market-town and seaport in the East Riding of Yorkshire. (1) The Prior of Bridlington was the Lord of the Manor until the Dissolution, when, on the attainder of the Prior for high treason, the lordship was resumed by the King. During the rest of the sixteenth century various leases and grants of the manor were made, the aim of the Crown being to maintain the harbour at the cheapest cost to itself. The harbour was an artificial one, formed by two piers, and provided a welcome refuge from contrary winds, as did the sheltered Bridlington Bay. Two of the Elizabethan leases were corporate leases made to twelve townsmen. The first of these (8 July 1566) was forfeited in default of performance of covenants in 1585(?). The second (11 April 1596) had not expired when James I, in 1623, granted the manor to John Ramsey, Earl of Holderness. His successor, Sir George Ramsey, in 1630, conveyed to thirteen inhabitants of Bridlington all the site

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(1) Bridlington Charters, Court Rolls and Papers, 16th - 19th Century,  
ed. J.S.Purvis, 1926.

of the late Priory with its appurtenances, and all the Manor and Lordship of Bridlington with the fairs, markets, Port and Key, and the tolls and profits from them, the Piscary and Mills; and all manorial rights including the right to hold Courts Leet and Baron, which had previously belonged to the Prior and were granted to the Earl of Holderness, for the yearly fee-farm rent of £152.17s.5<sup>1</sup>/<sub>2</sub>d, to be held in trust for all the inhabitants of the manor.

The creation, on the purchase of the Manor, of a body of Lords Feoffees revived the Elizabethan arrangement. The feoffees were not, however, like the Elizabethan lessees, merely Harbour Commissioners, but secured full rights over the Manor. On 6 May 1636 the Lords Feoffees and the tenants of the manor drew up the "Town Deed" settling the terms on which the manor was to be governed. Provision was made to pay the fee-farm rent and meet the obligation to maintain the port and piers. The fee-farm rent was to be apportioned amongst the tenants according to an appended schedule. An assessment towards the maintenance of the harbour was to be made by the feoffees with the aid of twelve tenants, chosen by all the tenants at an assembly for this purpose. In the event of any failure to pay the rate the feoffees were authorised to distrain goods; if the money was not paid within two days after any distress, a sale of the goods would be made for the purpose, any overcharge being paid to the defaulters. All the profits and

tolls from the market, fairs, and harbour, and all the rents were to be levied by the feoffees or their Bailiffs, with their twelve assistants, and used to pay the fee-farm, maintain the harbours and piers, and meet any other common charges of the town. The feoffees and their twelve assistants were to replace any decayed cottages in order that the value of the fee-farm might be continued, and, in the event of any law-suit regarding the purchase of the manor they were to assess the tenants, who would be responsible for meeting the legal charges. Within one month after the death of seven feoffees, the remainder were to make up their number from their twelve assistants and make a new deed of feoffment to continue the trust. The number of assistants was then to be made up by election in the same manner. The feoffees were to make their accounts before the twelve assistants on 2 February and 2 August, any surplus to be employed to the public use and benefit of the town. At the meeting of 2 February one of the feoffees was to be elected to hold the Court for one whole year, and any profits of the Court were to be used for the benefit of the inhabitants, and particularly towards the upkeep of the harbour. Any controversy was to be decided by the feoffees and their assistants. The settlement further makes certain regulations touching the common fields, the use of the common bakehouse, and the obligation of tenants to do "common notes" or days' work on the piers as required.

The market-town of Tetbury, in Gloucestershire, provides another example of the "manorial trust".<sup>(1)</sup> By the early seventeenth century the town had acquired a certain degree of independence under successive seignorial charters. In 1610 Sir William Romney, who had acquired the market lease from the Lord of the Manor, bequeathed the remainder, partly for charitable purposes and partly for the common good, to a body of feoffees for the town. In 1632 the township achieved almost complete autonomy when the Lord of the Manor sold the manor to the town to be held in trust for the whole of the inhabitants.

Several of the means by which self-government was achieved in the unincorporated town can be seen together in Sheffield,<sup>(2)</sup> where seignorial charter and trust were both evident, and where a Royal Charter incorporated a governing body but, as at Wisbech, did not convey the status and privileges of a Municipal Corporation.<sup>(3)</sup> In 1297 Lord Furnival granted to his free tenants of Sheffield all the lands and properties with their appurtenances which they held of him, on annual payment of a fee-farm rent of 68s.9¼d., in lieu of all services and demands, saving only fealty, escheats, and suits of court. A court on behalf of his free tenants was to be held every three weeks by his bailiff, the fines from which were to be assessed

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(1) Webb, *op.cit.* pp.151-155

(2) Records of the Burgery of Sheffield, ed. J.D.Leader, 1897

(3) See above, p.20. n.2.

by jury, and punishments apportioned to the offence. The charter did not erect a governing body but enabled the free tenants or burgesses, in time, to act as the governing body of the town, though not under a Charter of Incorporation.

In 1498 William Hyne left certain property by deed to the vicar and to trustees in trust to receive the rents and pay for certain services in the parish church. But he further provided that "if the above mentioned limitations should not be truly performed then the feoffees should stand be enfeoffed of the said premises to the use of the freeholders of Sheffield called the Burgesses, and should suffer the said Burgesses to take the profits of the said premises and dispose of them in the mending of bridges, causeys, highways, charities, etc.". By means of such grants the Burgesses undoubtedly came to be feoffees of a considerable estate which was, by the late years of the reign of Henry VIII, yielding an income of £27 per annum.

In 1547 the commissioners of Edward VI claimed £17.9s.4d. of this common income. The townsmen later petitioned Mary for the restoration of their properties, claiming that the profits had long been applied, not to superstitious uses, but to the maintenance of such public services as the repair of the bridges and highways, and the relief of the poor, and that it was only in the interest of the community that a small portion of the common income had been applied to the maintenance of three priests to serve the

parish and its fourteenth hamlets. As a result of the petition, the town received a Royal Charter in 1554 which restored the lands to the town and created a new corporate body, "The Twelve Capital Burgesses and the Commonalty of the Town and Parish of Sheffield". From that time the corporate body administered the £17.9s.4d. restored by the Crown, whilst the freeholders or burgesses continued to administer the £9.10s.8d. not confiscated by Edward VI, the whole of the fund being applied to the payment of the fee-farm, the repair of the bridges and highways, and other general public uses.

In Sheffield the trust-government was adapted to meet the needs of the growing industrial town until formal incorporation was achieved; in Bridlington it was the development of the seaside resort that led to incorporation at the end of the nineteenth century. Trust-government evolved to meet the needs of the thriving market-town, but the beginning of the nineteenth century saw the decay of many of these markets; they lost the importance which had previously led to the development of self-government. The town trusts which had hitherto been the dominant governing body of the community, in many places, decayed into mere charities; at Tetbury the feoffees regard themselves exclusively as trustees of a small charitable endowment;<sup>(1)</sup> at Loughborough the estate funds were made over to purely educational purposes in 1849.<sup>(2)</sup> In some towns,

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(1) Webb, op.cit., p.155 n.1.

(2) White, op.cit., pp.339-371.

however, although the trust ceased to be the chief governing authority, it continued to provide important public amenities, as, for example, at Melton Mowbray. These independent local government bodies have, however, been disintegrated by the introduction of a national uniform system of local government; only where the market town was able to grow into an industrial town or a seaside resort was formal incorporation finally achieved.

ORIGINS

The Melton Mowbray Town Estate originated in the parochial guilds of St. John and St. Mary. Although these two guilds were dissolved as superstitious institutions in 1547, their communal functions were perpetuated through the concealment of parcels of the guild properties and their management on a secular basis as a town trust.

The Melton guilds were dissolved as a result of the Chantries Act of I Edward VI. No Chantry Certificate was returned for Melton Mowbray under the Act of 1545,<sup>(1)</sup> which was confined to colleges, hospitals, chantry foundations, free chapels, and religious guilds charged with the payment of first fruits and tenths to the Crown.<sup>(2)</sup> The number of guilds which came within the terms of this first act was small compared with the total number of such foundations in the country. The operation of the Chantries Act of 1545 was arrested by the death of Henry VIII; consequently few, if any, confiscations were made, the chief effect of the act being to scare many guilds into self-dissolution. It is clear from later evidence that this did not happen in Melton, and that the Guilds of St John and St Mary were dissolved by the Crown as a result of the second Chantries Act.

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(1) A. Hamilton Thompson, "The Chantry Certificates for Leicestershire," Reports & Papers of the Assoc. Archit. Soes., Vol. 30, 1909, pp. 463-570.  
(2) 37 Henry VIII cap. 4., Statutes at Large, Vol. II, pp. 371-372

The comprehensive nature of the Act of 1547 brought the smallest gild within its ban. It vested in the Crown the property of all foundations of the description covered by its predecessor, irrespective of their liability to first fruits and tenths, and extended the confiscation to anniversaries, obits, and lamps and lights before the altars in parish churches.<sup>(1)</sup> Melton Mowbray is not mentioned in the supplementary rolls to the returns for Leicestershire under the act of 1547, therefore it is to be assumed that it was contained in the missing chief rolls.<sup>(2)</sup> The absence of the certificate means there is no way of distinguishing the lands and properties declared to the Crown as coming under the terms of the Act. Parcels of the Melton Gild properties were sold by the Crown, but it is improbable that all such sales have been traced. In 1548 the Miscellaneous Books of the Augmentations Office<sup>(3)</sup> and the Patent Rolls<sup>(4)</sup> record the sale of one messuage called the Chapel House or Spittell Chapel with one close of land in Melton Mowbray, and one close of land in Clawson lately belong to the Gild of St Mary in Melton Mowbray. In 1549 the Miscellaneous Books of the Treasury of Receipt<sup>(5)</sup> and the Patent Rolls<sup>(6)</sup> record the sale of a plot of land in Melton lately supporting a lamp in the parish church. A grant was made, in 1563, of a cottage in Melton late of the gild or brotherhood there.<sup>(7)</sup>

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(1) 1 Edward VI cap.14, Statutes at Large, Vol.II. pp.397-405

(2) Hamilton Thompson, op.cit.,

(3) Ibid., p.549

(4) Cal.Pat.R., Edward VI, I. pp.299-300

(5) Hamilton Thompson, op.cit., p.565

(6) Cal.Pat.R., Edward VI, III, pp.46-48

(7) Cal.Pat.R., Elizabeth, 1560-63, p.555

Other confiscated lands may well have been retained by the Crown. That all lands were not declared to the Crown is evident from the Patent Roll for 1563<sup>(1)</sup> which records the lease for twenty-one years to Edmund Hunt of lands in Leicestershire late of a priest celebrating in Melton parish church by gift of Sir John Digby, in consideration that the lands were concealed and were recovered by the industry and information of Hunt. Insistent attempts were made by Elizabeth to recover concealed lands by means of Commissions of Enquiry and grants to informers. Both these methods were used in an effort to establish that parcels of the possessions of the Gilds of St John and St Mary in Melton Mowbray had been concealed; but ultimately the Crown failed to establish its claims.

Such commissions of enquiry were issued from the Court of the Exchequer. The primary business of this court was to call to account the Crown debtors and to recover any lands, tenements, and hereditaments, and any goods, chattels, or other profits or benefits belong to the Crown. On the abolition of the Court of Augmentations (1554) this court came to have full jurisdiction over all properties reverting to the Crown from the secularisation of ecclesiastical lands and by attainder, grant, sale, escheat, or forfeiture. In 1566 ten commissioners were appointed to enquire in the counties of Lincoln, Nottingham, Derby, and Leicester whether any such

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(1) Ibid., p.613.

properties had been concealed from the Crown since the beginning of the reign of Henry VIII. As a result an Inquisition, taken 10 August 1566, was returned for Melton Mowbray which attested that lands to the annual value of £5.6.8d. belonging to the Gilds of St John and St Mary, which should have come into the hands of the Crown by reason of the act of I Edward VI, c.14, had been concealed and unjustly detained. These properties consisted of various messuages, tenements, and cottages in the parish and fields of Melton Mowbray in the occupation of twenty tenants, and land called St Johns wonges and Our Ladies meadow in the occupation of five other tenants. In the same year another commission was issued from the Exchequer instructing five commissioners to make a special enquiry as to whether there were any concealed lands in the town and parish of Melton Mowbray. The Inquisition, taken 26 September 1566, and returned to the Exchequer as a result of this commission, attested that there were no concealed lands in Melton.<sup>(1)</sup>

As result of the Return of 10 August certain inhabitants of Melton Mowbray became involved in a suit in the Court of the Exchequer. This court was held in the Exchequer Chamber at Westminster before the Lord Treasurer, the Chancellor of the Exchequer, the Chief Baron, and three puisne barons. The procedure of the court in equity was similar to that of the Court of Chancery. In the suit was instituted on behalf of the Crown the matter of complaint was offered by way of an Information, given usually by the Attorney-General.

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(1) Appendix V1: Commissions of Enquiry.

The majority of defendants travelled to London to file an Answer to the charges; the plaintiff would usually take exception to some point or points in the defendant's Answer, whereupon he would file a Replication; the defendant would then reply with a Rejoinder. The parties would then come to issue, witnesses would be examined upon Interrogatories, either in the court or, more customarily, by Commission in the county where the parties dwelt. The next stage was the publication of the depositions, after which the case would be set down for hearing, which would be followed by the decree.

Since no records of any of these stages of the proceedings in the Court of the Exchequer have survived, any information about the suit must be inferred from references to it in documents concerning a later sixteenth-century suit over the town lands in the Court of Chancery, from a letter of 1576 addressed to the Barons of the Exchequer, and from the account of Richard Trafford and Hugh Lacy, 1566-1570. The Chancery records are valuable because the defence in both suits was the same; in fact the decision made in the Court of the Exchequer formed a major part of the defence in Chancery. The grounds on which the Exchequer suit was won are clarified by the letter to the Barons of the Exchequer. Thus although the lack of records makes it impossible to reconstruct the Exchequer suit in any detail, it is possible to obtain a general picture of what happened.

In Hilary Term 1568 Gilbert Gerard, Esq.; Attorney-General, exhibited, on behalf of the Court of the Exchequer, an Information against Hugh Olwood, Richard Trafford, William Lane and Hugh Lacy

of Melton Mowbray, demanding rent from the concealed lands enumerated in the Inquisition of 10 August, with arrears from the first day of the Act for the dissolution of the Chantries 1547.<sup>(1)</sup> Richard Trafford and Hugh Lacy, representing the defendants, made answer to the charge in London and remained there during the terms when their suit was being heard.<sup>(2)</sup> It appears that the whole suit was heard in London, as the Queen's Attorney and Solicitor forbade witnesses to be examined by commission in Leicestershire.<sup>(3)</sup> The case for the defence rested on the fact that the Inquisition of 26 September attested that there were no concealed lands in Melton Mowbray. Moreover it was maintained by the defendants that the profits of the properties alleged to have been concealed were employed to the maintenance of a free Grammar School in the town, and had been so employed since before the time of the Act of 1547. The Court of the Barons ratified the decision of the Inquisition of 26 September, and ordered that the profits of the properties should continue to support a Grammar School in the town.<sup>(4)</sup>

The decision suggests that the lands supposed to be concealed were, in fact, legally exempt from confiscation under Section 11 of the Act of 1547. This provided that gild lands, the profits of which were used to maintain free Grammar Schools before Michaelmas 1547, need not be surrendered. That this was the truth

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(1) Chancery Suit Papers: Rejoinder; Trafford & Lacy acc. 1566-71  
(2) Trafford & Lacy acc. 1566-71  
(3) Ibid.  
(4) Appendix V1: Letter to Barons of Exchequer, 1577

That this was the truth of the matter is doubtful. If the lands in question were legally exempt from the Act of 1547, would there not have been some documentary proof which would render them free of all further enquiry? Doubts about the accuracy of the decision are supported by the conflicting returns of the commissioners. It is evident from a letter of Thomas Lucas to Sir Walter Mildmay, the Chancellor of the Exchequer,<sup>(1)</sup> explaining the circumstances under which the Inquisition of 10 August was taken, that the townsfolk of Melton Mowbray were anxious to avoid any enquiry about their properties; presumably, therefore, they doubted whether they could prove their legal ownership.

Thomas Lucas was one of the commissioners responsible for the return of 10 August, and is named amongst the ten commissioners appointed, in the commission issued from the Exchequer, to make enquiries in the counties of Lincoln, Nottingham, Derby, and Leicester. In his letter he explains that he and William Uvedale were charged with making the enquiry in Leicestershire, for which purpose they first sat at Stathern, a village about twelve miles north of Melton. The sheriffs of the counties in question were instructed to empanel a jury on the day and at the place named by the commissioners; this was done by the undersheriff of Leicestershire, named Cave. Cave however, threatened to discharge them if the Melton lands were called into

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(1) 19 November 1567

question, his reason being that the High Sheriff had received a letter from Mildmay especially commanding him not to allow the commissioners to enquire into these lands. As the sheriff promised to produce the letter on the next day, Lucas and Uvedale suspended their enquiry into the Melton premises and proceeded with their other enquiries in Leicestershire. Cave failed to produce the letter, but despite the Queen's writ of attendance and the commissioners' letters of request, he refused them any further service. Lucas and Uvedale were naturally suspicious and at Waltham-on-the-Wolds, between Stathern and Melton, they themselves summoned a jury which swore on the evidence of three honest men that the lands in Melton were Crown property, as the Inquisition certified by them and returned to the Exchequer shows. In view of the attitude of the sheriff the commissioners had interpreted their commission in its full sense; that is, that the enquiry was not only to be made by sworn jury empanelled by the sheriff, but also by all other ways and means which would further the Queen's cause. If they had not done this their "furtherance had bene no better then the Sherives" and "The Commyssion to vs directed had bene in the same predicement of viij or ix severall comissions yt by the comon reporte of the Countrey have bene repulsed before".

It is clear from the town accounts that the townsmen of Melton Mowbray were ever on the alert for any enquiries which might upset their possession of the gild properties.

The Town-Wardens' accounts for 1565-1566, and 1566-1567 provide some information about events in Melton and are amply supplemented by the account of Christopher Whitehead, 1566-1569, whilst the account of Richard Trafford and Hugh Lacy for the "sutes and Affayres" of Melton between 1566 and 1570, provides information of events in London. The lack of detail and accurate dating for each entry makes it impossible to construct the whole pattern of events, but they do reveal the attitude and policy of the townsmen and convey a general picture of what happened during the years when the commissions of enquiry were issued, and the subsequent Exchequer suit occurred.

As early as 9 February 1566 Christopher Whitehead sent his servant Brian down to London "for to searche in the Exchequer what commysion was forthe for the Town Lands".<sup>(1)</sup> At some unknown date in 1566 Dennis Sheparde and Hugh Elwood "went to the Shreve to enqyre whether there were forthe any comysion for the Town Landes".<sup>(2)</sup> Apparently news of an imminent enquiry had reached Melton. Although probably aware of the commission of enquiry which resulted in the return of 10 August, news of the activities of Lucas and Uvedale at Waltham would come as an unwelcome surprise to the townsmen, since they doubtless felt that the commissioners had been satisfactorily repulsed by Undersheriff Cave at Stathern.

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(1) Chris.Whitehead's acc. 1564-69.

(2) T.W. acc. 1565-66.

The date at which news of the unfavourable return reached the town is unknown, but the reaction of the townsmen was to verify the information, for which purpose Richard Trafford and Hugh Lacy travelled to London and sought the aid of their legal advisor, Mr. Hunt. Their account<sup>(1)</sup> records Trafford and Lacy "searching the Bookes in the exchequer for the Retorne of the towne lands by one Lucas and Vnydale Mr Hunt being there present"; "searching of the Records by thadvice of or learned councell from whence Lucas had his warrand for his commission who (for yt there could none be found) was cast into ye flete". Eventually the problem was solved when "Or Speciall mr & frend Sr Walter Mildmaye commanded one of his men to go wth vs vnto flete willing him to charge lucas to write a trew certificat where he had his commission & after what sort he vsed himselfe in Melton or about Melton ..." a copy of the letter obtained as a result of this request being acquired by the townsmen.

Perhaps the knowledge that an unfavourable return had been made and might result in prosecution, or perhaps simply because, being prepared for their lands to be contested, the Melton men grasped at a legal verification of their ownership, accounts for the speed with which an Exemplification of the return of 26 September was acquired; this was obtained by Hugh Lacy two days after the return was made to the Remembrancer of the Exchequer.<sup>(2)</sup> Since the

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(1) 1566-71.

(2) Appendix V1: Commission of Enquiry, No.2.

Inquisition of 26 September was taken in Melton the townsmen were fully aware of what was happening, and the accounts have several interesting references concerning this event, payments being made to the "Shreve when the comyssyoners satte for the Townes Lands", "To the bayle of the hundrethe for warning parte of the queste", "More given to Mr Doctor Cave & Mr Barklye in the behalph of the towne of Melton I pottel of wine & sugar", "Alowed Hughe Elwoode his wife for a dyner when the comyssioners satte here aboute the Town Lande & for horsemeat for the Justices horses ..."(1)

The nature of sixteenth-century government made it possible for the gentry in their capacity as local government officials effectively to obstruct the central government's orders. Lucas's letter indicated that several commissions of enquiry had been repulsed by the unco-operative attitude of local officials anxious to prevent enquiry into the Melton town lands. Apart from the Inquisition of 26 September the only return made for Melton Mowbray as a result of a commission of enquiry was one where the usual offices of the local officials had been dispensed with, and this inquisition proved unfavourable to Melton. It is significant that the return of 26 September, which stated that there were no concealed lands in Melton Mowbray, should have been made by commissioners who were local gentry, namely Francis and Brian Cave, Maurice Berkeley, and William Digby, and that the inquisition was taken at Melton itself.

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(1) T.W. acc. 1565-66, 1566-67

That the gentry had a sustained interest in Melton is evident, for when in 1576, despite the decision of the Court of the Exchequer, a writ was issued from that court demanding arrears of rent from the concealed lands, the gentry rallied to the aid of the town by writing to the Barons of the Exchequer reminding them of the previous decision.<sup>(1)</sup> The gentry on this occasion were Francis and Thomas Cave, Henry Pole, George Hastings, and J.Stocks.

The role of Sir Walter Mildmay is obscure. It is impossible to prove that he wrote a letter shielding the Melton properties from the commissioners as undersheriff Cave maintained. Although the town accounts note several visits made to him by townsmen concerning the town lands they do not clarify his position in the town's affairs since no details or dates are given.<sup>(2)</sup> Certainly he proved a friend to the town, when he ordered Lucas to write and explain his commission, and so enabled the Melton men to discover how it came about that, despite their efforts, an unfavourable return had been made on their properties. The letter may have proved an important part of the defence, since it could be maintained that Lucas had gone beyond the terms of his commission and that the return of 10 August was invalid. The fact that Mildmay acted on the commission for the sale of the chantry lands and for the maintenance of such free Grammar Schools as belonged to the dissolved chantries would indicate that he knew the true situation in Melton.

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(1) Appendix V1; Letter to Barons of Exchequer, 1577.

(2) T.W.acc.1565-66, 1566-67; Trafford & Lacy acc.1566-71;  
Chris. Whitehead's acc. 1564-69.

As a noted patron of education it seems likely that he would support a free Grammar School in the town; as Chancellor of the Exchequer he was a weighty ally.<sup>(1)</sup> Whether or not the Melton town lands were truly exempt from the Chantries Act, it seems probable that he supported the townsfolk because at the time of the suit the lands did support a Grammar School in the town.

Despite the decision in the Court of the Exchequer, the town was again involved in a law suit over certain of its properties. In the Leicestershire County Records Office there are copies of documents concerning the various stages through which the case was taken, the procedure in the Court of Chancery being the same as that of the Court of the Exchequer, described above. The Bill of Complaint and the Decree are not represented but it is evident from references in the minute book, that it was filed in 1572 and that the verdict was reached in 1578. It is not possible to date the intermediary stages through which the case went because the copies of the Answer, Replication, and Rejoinder are undated; the Interrogatories on behalf of the plaintiffs and defendants were, however, taken in Leicester by the Queen's commissioners, Kenelm Digby and George Villiers, on 19 April 1577. The completeness of the documentary evidence makes it possible to follow through in detail the case for the plaintiffs and the defence offered by the town.

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(1) D.N.B.

The Bill of Complaint was filed by John Marshe of London, Esq., and William Marshe his son, against Richard Trafford, William Lacy, Robert Odham and William Trigge of Melton Mowbray. The plaintiffs pleaded that the lands in the occupation of the defendants were employed to the maintenance of superstitious gilds or brotherhoods called the gilds of St John and St Mary within the five years stated in the Act of 1547. It was Elizabeth's practice to make grants to informers of any lands which they could prove to have been concealed from the Crown; by virtue of such a grant the Marshes claimed legal possession of the properties named in the Bill of Complaint. The plaintiffs were apparently contesting only part of the properties enumerated in the return of 10 August. This was not the basis of their enquiry; it would seem that they were investigating the activities of one John Beaumont at the time of the dissolution of the chantries. It is interesting to note that a John Beaumont, described as supervisor, was concerned with the sale of chantry lands in Leicestershire which included the sale of lands in Melton Mowbray belonging to the Gild of St. Mary.<sup>(1)</sup> The plaintiffs claimed that the defendants had sought to defraud, disinherit, and wrongfully keep the premises from them by means of unlawful conveyances and secret feoffments, and by retaining evidences, writings, and muniments.<sup>(2)</sup>

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(1) Hamilton Thompson, op.cit., p.549

(2) Chancery Suit Papers: Answer.

As was the custom, in their Answer the defendants denied that the Bill of Complaint was "certain and sufficient in law to be answered unto" because there was insufficient precise information about the properties referred to, because the properties supposed to be granted to the plaintiffs by the Queen were inadequately defined and, in any case, the matters specified in the bill were only determinable at common law. Having denied the legality of the Bill they preceeded to answer the charge. Richard Trafford made separate answer for his three acres of meadow in Melton called Our Lady Meadow which he had bought with Walter Shepard from John Beaumont, and which was now in his full legal possession since Shepard had later released all his share in the property to him. The other three defendants made a joint answer to the charge. William Lacy occupied three acres of land, William Trigge one parcel of one messuage, and Robert Oldham one croft and one acre of land in Melton; but they occupied the premises as undertenants to the feoffees to whom the freehold appertained. Thomas Ives, William Bryon and Hugh Olwood were feoffees at the time of the suit and had been enfeoffed of the properties approximately thirteen years before (1563) by Richard Trafford. To the knowledge of the defendants none of these lands belonged to any gild or brotherhood of St John and Our Blessed Lady the Virgin or had been put to such uses within the five years mentioned by the Bill; moreover, the rents of these

properties had been employed to the maintenance of a Grammar School in the town long before the Chantries Act of 1547. The defendants denied knowledge of any legal grant of the premises made to the plaintiffs by the Queen, and they had in no way sought to defraud or wrongfully keep the premises from the plaintiffs.

In their Replication the Marshes reiterated the truth and legality of the Bill of Complaint and sought to strengthen their case and undermine that of the defendants. They admitted that Beaumont sold one parcel of land to Trafford, and maintained that he sold other parcels to Seth Lacy, Walter Sheperd and others. Beaumont, however, was not lawfully seised of these lands which were parcel of the gild lands, therefore, the persons to whom he sold the lands had no legal title to them; the lands in the occupation of the defendants could not, therefore, be lawfully conveyed to the feoffees, consequently the defendants were not legally undertenants. The plaintiffs, moreover, presumed to doubt the fact that any such conveyance was made, and maintained that if the rents were employed to the maintenance of a Grammar School it was since such time as they ought to have come into the hands of Edward VI and not before; the lands and profits, therefore, had been wrongfully concealed from the Crown.

There is a collection of incomplete documents in various hands and joined together with the original stitching, which contains a fuller exposition of the case for the defence, and is presumably a draft copy of the rejoinder which was an extension of the Answer for the Defence. Trafford reiterated his legal possession of

Our Lady Meadow and stated that he had no estate in the remainder of the lands enumerated in the Bill. The feoffment of the properties was more fully explained; long before the bill was exhibited William Brokesby, gentleman, Christopher Whitehead, William Lacie, William Hawley, William Taverner, Robert Oldham, Nicholas Collyshawe, and Dennis Sheperd were seised in demesne as of fee, and at some later date they, or their survivors, enfeoffed Richard Trafford and Thomas Postern; on the death of the latter, Trafford enfeoffed the present feoffees named above.<sup>(1)</sup> The defendants, moreover, quoted the decision of the Inquisition of 26 September 1566 that there were no concealed lands in Melton. They maintained that the lands in question were the same as those involved in the Exchquer suit, and that no further judgement had appeared since the decision in the Court of the Exchequer which gave the Crown any title to the lands.

An Interrogatory of twelve questions was drawn up by the council for the defence. On all copies of the Interrogatory and Answers, Richard Trafford's name is omitted from the list of defendants, presumably on the grounds that it had been proved that he was not a party to the suit. The six witnesses for the defence were William Waringe, gentleman, of Thorpe Arnold (aged 60 years); William Lane (63) of Melton Mowbray; Hugh Lacy (63) of Melton Mowbray; William Hawley (57) of Melton Mowbray; Michael Bentley (46) of Melton Mowbray, Merchant of the Staple, and John Wyeford (79) of Great Dalby, labourer. The majority of questions asked were answered by all these men and their replies are generally consistent.

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(1) See Appendix VI: Trust Deeds.

It is interesting that, for the most part, they come of families whose names figure prominently in the affairs of the Town Estate in the sixteenth century.

These men recalled that a Grammar School had existed in Melton since, according to their various testimonies, between 1527 and 1533; Michael Bentley had known it since 1549. The total number of scholars was estimated as having varied from forty to a hundred. It is evident from a letter from the local gentry to the Barons of the Exchequer that in 1577 there was a flourishing Grammar School in the town, the pupils of which numbered one hundred and twenty; at this time the schoolmaster was Roger Chantler M.A., assisted by William Kyddier, usher. The witnesses maintained that the rents of the properties in question were employed to the use of the Grammar School, and that certain other properties - described variously as "seven or eight", "sixteen houses", "divers lands" - had also been used for the same purpose for the past thirty or forty years (1537-47). Only Michael Bentley differs widely in his estimate of ten or twelve years (1563-67); but he also says it may have been longer, excusing his uncertainty on the grounds that, as a merchant, he had been absent abroad a great deal. Various feoffments - that of William Brokesby and others to Thomas Postern and others being the only one named<sup>(1)</sup> - had been made to the effect that the rents and profits of various lands and properties in Melton Mowbray

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(1) Appendix VI: Trust Deed, No.2.

should be employed to the maintenance of the Grammar School and any other common uses of the town, in particular the repair of the church, bridges, and highways.

The witnesses agreed that the premises in question did not belong to any gild nor were the rents and profits reserved by the priests for the use of any such gild within five years of I Edward VI c.14. Moreover, Henry Tollis, Robert Parker, and Henry Chambers, named as having given evidence to the jury before the Queen's commissioners, Lucas and Uvedale, were denounced as men of evil fame, thieves and drunkards, whose testimony was not to be relied upon. The priests of Our Lady and St John, described also as morrow-mass or eight-o'clock priests, were discharged by the inhabitants of Melton Mowbray in Henry VIII's reign about thirty-seven years ago (1540). Sir John Stevens, Sir Oliver Freman and Sir Thomas Atton, priests of Our Lady and St John, about twelve years before (1565) had sworn before commissioners that they never had any lands, tenements, or rents and profits of lands and tenements in Melton Mowbray. The gilds had had no lands and therefore no revenue, their priests' wages being paid by the Town-Wardens.

The six witnesses who answered an Interrogatory of twenty questions on behalf of the plaintiffs were Christopher Whitehead of Denton, Lincolnshire, Merchant of the Staple (aged 69 years); Henry Tollis (75) of Melton Mowbray; Robert Hawle (60) of Melton Mowbray; Robert Parker (60) of Muston, Lincolnshire, labourer;

Bartholomew Wormell (65) of Melton Mowbray, tallowchandler and William Blythe (60) of Melton Mowbray, shoemaker. The answers to this Interrogatory present a marked contrast to that for the defence. From the former one gains a sense of completeness and certainty as if defendants and witnesses had combined to elaborate a consistent tale. The answers to the plaintiff's Interrogatory is a puzzling document because very few of the questions are answered and where they are answered it is in the vaguest fashion. The information which emerges gives very little support to the plaintiff's suit simply because it is so sparse; perhaps the silence was a deliberate policy, of those witnesses who were inhabitants of Melton, designed to achieve this result. On the other hand two of the witnesses came out of Lincolnshire and may have been ignorant of affairs and unable to answer the questions. Of the witnesses, only Henry Tollis and, to a lesser extent, Robert Parker, answer in any detail or with any degree of certainty. Because of their role as witnesses in 1566 their characters were discredited; in view of this it is likely that their information was reliable.

According to Henry Tollis the defendants occupied lands and properties formerly belonging to the gilds of St John and St Mary; he enumerated certain other properties - about ten houses and a shop - which had also belonged to the gilds. His own house had been parcel of the possessions of one of the gilds, but he had bought it from the Queen. It was generally agreed that Sir John Stevens, Our Lady priest, was paid by the "masters", "the town", the "wardens of the town" according to the various testimonies, but Tollis

maintained that the Town-Wardens had received the rents and profits of the properties only after the dissolution of the gilds; before this they had been received by the Gild-Wardens. He had heard that a feoffment of part of the gild properties was made; this was not the cause of the dissolution, however, as the gilds were dissolved before this in about 1548 or 1549. Only one other witness, Bartholomew Wormwell, estimates the date of the dissolution, which he says was in about 1540.

The decision of the Court of Chancery meant that on no future occasion was the town's legal title to these properties called into question. As Holdsworth remarks, the ex parte statements in the Bills, Answers and Interrogatories are useful illustrations in default of better evidence, but "the litigants of the period never allowed the truth to stand in the way of a picturesque effect".<sup>(1)</sup> The townsmen's success rested on the fact that the plaintiffs could not conclusively prove their case, rather than on the fact that they had no case. The fact that the rents of the properties were applied to the use of the Grammar School and that there was a town trust in being at the time of the suit was a great point in favour of the town, simply because it was impossible to prove that they had not been applied to these purposes before the Act of 1547.

In the course of their litigation over the gild properties the townsmen maintained that the rents had not been employed to the use

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(1) Holdsworth, op.cit., Vol.V, p.263.

of the guilds within the five years mentioned in the Act of 1547, and that the guilds were dissolved in about 1540. This explanation, if true, would have exempted them from confiscation under the Act of 1547. The general policy of Henry VIII did lead many guilds to self-dissolution rather than risk having their properties confiscated by the Crown. That this did not happen in Melton is evident from the Crown records which refer to the sale of property belonging to the Guild of St Mary. The absence of references in government papers to the guild of St John might indicate that this guild was dissolved by the town, but this is unlikely in view of the fact that both guilds are referred to in all the enquiries and subsequent legal suits. Moreover, John Beaumont had acquired parcels of the possessions of the Guild of St John as well as that of St Mary. The question arises as to how they came to be in his possession. Did he purchase them from the Crown after they had been listed in the Chantry Certificate and duly confiscated? The Marshes declared his ownership to be illegal. Did he, in an official position, as supervisor or even commissioner, conceal them? It seems probable that the Guild of St John was dissolved, with the Guild of St Mary, as a result of the Chantries Act of 1547 and that Beaumont purchased the properties from the Crown.

Despite the decisions of the Court of the Exchequer and the Court of Chancery it is evident that parcels of the possessions of the Guilds of St John and St Mary were concealed by the townsmen of Melton. The attitude of the town towards any enquiry into its legal ownership of the town lands is too suspicious to encourage

any other conclusion. It is difficult to ascertain exactly how, and to what extent, the townsfolk concealed gild properties. It may well be that they were forewarned of the impending dissolution by the local gentry; this would have given them time to plan the concealment. The Chantry Certificates were drawn up from questionnaires answered by the incumbent, churchwardens and other responsible parishioners, the questionnaires being compiled in order to discover the names of the incumbents and founders, the purpose of the foundation, and the extent of its possessions in both lands and properties, plate, and goods. Enquiry was also made as to whether any property formerly belonging to the gilds had been transferred or sold before 4 February 37 Henry VIII (1546). Even when it was possible to check and compare the certificates under both acts it is evident that a large amount of lands and possessions could be concealed from the commissioners. If there was no certificate under the first act which could be consulted for purposes of comparison, concealment may have been easier, if in fact the commissioners did refer to previous returns when making the survey, which is likely. It is evident that the certificates depended on the statements of local people; moreover, the responsible parishioners, incumbents, and churchwardens, were the people most likely to have a strong interest in concealing the properties.

It would not be too difficult, if some of the possessions of the gilds were declared to the commissions, as they were at Melton Mowbray, to conceal other parcels of the gild properties.

It is evident that such concealments were widespread and that despite the rigorous attempts of Elizabeth to recover the goods and properties which should have been in the possession of the Crown because of the Chantries Act of 1547, few in fact were recovered, presumably owing to lack of concrete evidence. In the case of Melton Mowbray, it is difficult to see why the town was able to win two court cases, since the townsmen offered little conclusive and documentary proof to support their arguments. The widespread and successful concealment of gild and chantry properties might explain the lack of protest at the dissolution of the Chantries. The dissolution of the monasteries produced more popular reaction than the dissolution of the chantries, which is surprising because the chantries concerned the ordinary person much more than did the monasteries. An explanation lies in the possibility that the parishes, through concealment, retained the financial benefits of the gilds and chantries though the institutions themselves were destroyed.

Although much has been written about the Merchant and Craft Gilds, and the Gilds of Corpus Christi, which played an important rôle in the affairs of the larger towns of medieval England, H.F. Westlake's Parish Gilds of Medieval England is the only survey which has been made of the abundant small religious gilds which existed in almost every parish. These gilds varied greatly in size and wealth, but very often acquired considerable property and possessions which gave them a substantial income. Their primary object was originally religious, and whilst the smaller ones pursued their religious purposes through the medium of the parish priest,

the wealthier foundations frequently maintained an altar or altars in the parish church which were served by their own chaplains. Out of their revenues they assisted in the parochial duty of maintaining the nave of the church, enclosing the churchyard, and providing necessities and luxuries for the church services. Often religious plays were performed to augment the funds. Although established for religious purposes the guilds came to have more practical, material, and social functions. Their revenues were often extended to the support of a school, almshouses, the relief of the poor, and the maintenance of the walls, bridges, and highways of the parish. As the guild became the owner of property and undertook the performance of services to the parish, it necessarily tended to become a body to which the community would accord an authority which at its inception would have seemed incredible. Thus the Chantries Act threatened to deprive many parishes of both material benefits and a means of self-government.

The absence of Guild Ordinances and Chantry Certificates means that very little is definitely known about the Guilds of St John and St Mary in Melton Mowbray. A sixteenth century copy of an older inventory notes that "there ys a chest standing by our ladys Auler wherin ys dyvers Reconyng & Wryting with evydence wheche belongyng to the church & to bothe the gelds whyche were nessyssary to be loked upon substanstally wt dyvers of the honest men of the parishe for the intent yat hett may be knowen in what statte the church with the gelds stands in"; but these records have not survived. Information about the constitution of the guilds is chiefly obtained

from documents concerning the suits in the Court of the Exchequer and in Chancery, and particularly from the Interrogatories and Depositions of the Chancery suit. Because of this the evidence is often vague and conflicting.

The earliest surviving Melton records are six deeds, dated 1349, 1384 (2) 1456, 1495 and 1516,<sup>(1)</sup> which are probable title deeds to some of the gild properties, and may have formed part of the collection referred to above. A possible reason for the absence of other title deeds is provided in a document of the early seventeenth century concerning a law suit over part of the town properties, in which the townsmen claim "we can prove by the reporte of olde men that there were deedes belonging to the towne taken awaie in the latter yeres of the raigne of kinge H. the eight";<sup>(2)</sup> but it is not possible to say by whom or for what purpose the deeds were removed. There are, however, two inventories of early deeds, the earlier of which probably belongs to the reign of Edward IV, whilst the other is sixteenth-century. The first schedule lists twenty-two deeds which are either gifts to the church - "Itm. a dede of Renald the sonne of Hughe Lidulff did geve to God & the churche worke of our Lady all the medowe of one ozgang of Land & pasture to the same belonging" - or gifts from one person to another - "Rycharde Ruskyn gave to John Osborn & his heires one pece of ground that ys to saye one orchard lying in Melton as apperithe by the dede".

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(1) Appendix VI: Deeds Nos. 1 - 6.

(2) Ibid, Legal Memoranda, No.5. c.1610.

Only one deed is dated (1396/97) but the descriptions of the properties are often detailed. In the second schedule the deeds are listed under headings - "Trigg's House", "Dinge's House", "Dyson's House", "A House in the holding of William Lane", "Robert Odam's Close in Milne Lane", "Bothrowe", "One Tenement", "Spittelgate - the relict of Spencer", "Barne House" - each group of deeds probably representing a series of title deeds to the property indicated by the heading. Also listed are "Lands by deeds given to the church work and .... of Melton" and "To the Ironwork of the Church". Apart from the gifts to the work of the church the deeds are dated, the earliest being one of 1329/30 and the latest 1523/24. Although twenty-two deeds appear on each list only eleven are common to both; the extant deeds referred to above cannot be identified in either list, though it is clear that in some cases the property referred to in these deeds is the same as that listed in the schedule. There is also another list of deeds contained in a undated, early sixteenth-century, memorandum under the heading "Abstracts of all such messuages & tenements conteyned in the olde booke called the Register", which may duplicate some or all of the deeds listed in the schedules; unfortunately this memorandum has survived only as a fragment.

The Gilds of St John and St Mary are not mentioned in the schedules yet it is probable that they are inventories, though incomplete, of the title deeds to the gild properties. It is very unlikely that the gilds would be referred to in the documents since at that time gifts of land to a body unincorporate were invalid; lands must be given either to the church or to an individual in trust for the use of the gild.

Although it is not possible to ascertain the date of the foundation of the gilds, it is likely that they enjoyed property from the early years of the fourteenth century. By means of gifts more and more property was accumulated through the years, so that although originally established by some small donation, by the middle of the sixteenth century the Gilds of St John and St Mary were the owners of a substantial estate.

The schedules are of little value in determining the extent and value of the lands and properties of the Gilds of St John and St Mary, which can only be roughly estimated. Of the properties belonging to the Gild of St Mary known to have been confiscated by the Crown, the Spittal Chapel was valued at eleven shillings a year and a messuage in Clawson at fifteen shillings a year.<sup>(1)</sup>

Those lands in Harbey, Stathern and Claxton granted to Edmund Hunt were valued at £6-2-8d.<sup>(2)</sup> It is not, however, possible to estimate the full value of the confiscated properties; nor is it possible to estimate precisely the value of those properties which were concealed. The return of 10 August enumerated tenements, messuages, and cottages, and St. Johns wonges and Our Lady meadow, the total annual value of which was £5-6-8. Since the nucleus of the Town Estate properties were those previously belonging to the Gilds of St John and St Mary the later records of the Town Lands are probably the most useful sources of information about the gild properties.

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(1) Hamilton Thompson, *op.cit.*, p.549.

(2) Cal.Pat.R., Elizabeth, 1560-63, p.613.

From the profits of their properties the gilds supported two altars in the parish church, one dedicated to St John and the other to the Virgin Mary.<sup>(1)</sup> These were served by priests described as gild priests, morrow-mass or eight-o'clock priests; St John Stevens, Sir Oliver Freman and Sir Thomas Alton are named in the Depositions as former priests of the gilds. Wolsey's assessment for a subsidy taken in the diocese of Lincoln in 1526 names six persons, apart from the vicar, serving in the parish church of Melton Mowbray; of these, five are described as stipendiary priests:- Thomas Harrison (£5-6-8), John Stevens (£5-6-8), John Davy (£5-6-8), John Wright (£4-13-4) and Hugh Langton (£5). Robert Barnaby (£6) is not termed a stipendiary.<sup>(2)</sup> Undoubtedly in a church the size of that of St Mary, the vicar would be assisted by curates, so it is not possible to ascertain the number of chaplains employed by the gilds. It is interesting to note that two witnesses in the Chancery suit Depositions correctly gave the salary of Sir John Steven, Our Lady priest, at £5-6-8d.

There were two Gild-Wardens, the last being Christopher Whitehead and William Carver, whilst Richard Trafford was also at one time a warden; three men who figured prominently in the affairs of the Town Estate.<sup>(3)</sup> The wardens were responsible for administering the rents of the properties out of which the priests' wages were paid, and the church fabric, the bridges, and highways of the parish and the

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(1) Chancery Suit Papers: Depositions.

(2) A Subsidy Collected in the Diocese of Lincoln, 1526, ed. Rev. H. E. Salter, 1923, p. 95.

(3) Chancery Suit Papers: Depositions.

free Grammar School were maintained. Little more can be said about the internal organisation of the guilds save that the principles were in all probability much the same as those of the Town Estate.

The history of the Melton Mowbray Grammar School is obscure. Before 1347 the Priory of Lewes maintained a school in the town; this may have been established in the parish church, the advowson of which was held by the Priory, or it may have been attached to the small cell which probably existed for a short time in Melton. It may have been a Grammar School for the boys of the town, or it may only have instructed the novices of the order. Nothing is known about the school save that in 1347, when the Cluniac Order of the Priory of Lewes, being of French foundation, was, because of the war with France, declared alien and its lands confiscated, the protection and custody of the school in Melton passed into the hands of the Crown.<sup>(1)</sup>

No other reference to a school occurs until the Church-Wardens' accounts of 1547-1549 note - "Itm pd to Christopher Whitehed yt he pd to the late Gramr Scholemr ffor parte of the wages due att Christmas ano 1548 - 48s-10d". Apparently either the school connected with the Priory continued in Melton and at some point came under the control of the Guilds, or a Grammar School was founded by the Guilds. As Guild-Warden Christopher Whitehead was responsible for paying the schoolmaster and on the confiscation of the gild revenues turned to the Church-Wardens for the necessary funds. Whether or not the reference to the "late" schoolmaster denotes his dismissal at the

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(1) Cal.Pat.R. Edward III, Vol.VIII, 1345-48, p.363.

dissolution, or whether it merely indicated a change of schoolmasters at this time is difficult to say. If the master was dismissed, which is possible, this situation did not exist for long, as a year later, in 1549, the Spittal Chapel estate was purchased and enfeoffed in trust for the maintenance of the Grammar School.

Under the terms of the Chantries Act of 1547 it was left to the discretion of the commissioners whether any Grammar Schools were continued, and the evidence suggests that the commissioners decided against the continuation of the Melton school. It is clear from their subsequent purchase of the Spittal Chapel that the townsmen were anxious to continue their Grammar School; they had probably hoped that those lands declared to the commissioners would be applied to its maintenance. But it was in the interests of the town that some gild lands should be concealed, for there was more at stake than just the survival of the Grammar School. Under the new régime, instead of schools and the stipends of the masters being supported, as formerly, by incomes derived from the profits of lands or stocks of money or cattle, in many cases a fixed income was to be paid out of the Court of Augmentations for the maintenance of the school whilst the Crown appropriated the Chantry or Gild endowment. Also if the lands were sold, the person to whom they were sold was under no such obligation as the government to continue the school. Moreover, in Melton, as probably in other cases, the funds which maintained the Grammar School were also applied to the common uses of the town; these benefits would be lost in the event of confiscation, even if the school were continued. In the court cases the Melton men

consistently maintain the long tradition and continuation of the town trust as it was then in 1577. It seems likely that the guilds and their officials ran the affairs of the town with the consent of the inhabitants, that a more advanced form of local government had been established on the basis of the guilds and their properties than might have been expected, and that the Chantries Act of 1547 threatened to destroy the whole tradition of local organisation. In this case it would be in the interests of the town to conceal their properties even if the Grammar School had been continued on the advice of the commissioners.

On 10 November 1549 Nicholas Cowlshaw and Thomas Postern, yeomen of Melton Mowbray, purchased the Spittal Chapel estate, and so, as early as two years after the Chantries Act, the town re-acquired a parcel of the confiscated gild properties. The estate consisted of a messuage and tenement commonly called the Chapel House, otherwise known as the Spittel Chapel, and one close of land with its appurtenances, which had previously belonged to the Gild of the Blessed Mary.<sup>(1)</sup> The property was in the Spittel End or Spittalgate, now called Nottingham Street, the Chapel Close probably lying at the junction of Scalford Road and Park Road, with the Chapel House adjoining it on its southern side.<sup>(2)</sup> Originally parcel of the estate of the Order of St John of Jerusalem in Melton Mowbray, the Chapel House was probably the manor-house and chapel of the Knights Hospitallers.<sup>(3)</sup> At some unknown date,

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(1) Appendix VI: Trust Deed No.1.

(2) Hunt, op.cit., pp.66-69.

(3) Ibid., p.68.

perhaps after the dissolution of the Order, the property came into the possession of the Gild of St Mary. After its confiscation by the Crown in 1547, the estate was sold, on 6 August 1548, with other parcels of confiscated ecclesiastical lands, to William Gyes of Stroude, Middlesex, gentleman, and Michael Purefey of Wellesborough, Leicestershire, gentleman.<sup>(1)</sup> On 8 August 1548 Purefey granted full possession of the property to Gyes, who, on 20 September 1548, sold it to Christopher Draper, citizen and ironmonger of London,<sup>(2)</sup> from whom the townsmen bought it for the sum of £21.

The Church-Wardens' account of 1549 records the purchase "Itm paid by Nicolas Colishaw to Christofer Draper of London xxi day of Novembre ffor a parsell off land with appertennces lately called the cheippill howse in Melton bought to the Town of Melton vse - xxj li", and notes some of the expenses incurred "Itm pd to Nicolas Colisshawe ffor his charge to London & abowt the said bussinesse - xxs", "Geven & spent in Towns busness 13 November concerning the Town Landes - vis viijd". The question arises as to how the necessary money was raised; this is nowhere stated, but it seems likely, particularly as the purchase is recorded in the Church-Wardens' accounts, that the twenty-one pounds was produced by the sale of church goods and plate, and perhaps by the sale of concealed gild plate. The Church-Wardens' accounts of 1547 to 1549 are full of records of the sale of church goods which included valuable silver; a

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(1) Cal. Pat. R., Edward VI, I. pp. 299-300  
(2) Appendix VI: Deed No. 7.

silver cross raised £19, silver censers and cruets were sold for £10 and some silver and gilt images of St John and St Mary raised over £3. Although the chief negotiator of the purchase, Nicholas Cowlshaw, was a Church-Warden at the time of the transaction, the purchase involved the townsmen as a whole, for the Chapel House was bought to the town of Melton's use. Thomas Postern, the other negotiator, was probably a leading townsman, perhaps closely connected with the dissolved guilds, though not one of the last wardens. Although no record of the decision to purchase the property exists, one can conjecture, on the basis of later procedure in the town, that it was taken at a meeting held in the parish church at which were present the majority of the inhabitants, or at least the leading and most influential townsmen. At this meeting Cowlshaw and Postern were probably elected to represent the town and negotiate the purchase.

On 30 November 1549, Nicholas Cowlshaw and Thomas Postern enfeoffed twenty men of the Spittal Chapel estate; the feoffees being William Brokesby, William Lane, Seth Lacy, and Clement Giles, gentlemen, and Richard Trafford, Robert Halley, Robert Oldham, John Fishpool, John Rens, William Carver, William Adcock, Thomas Pyne, Thomas Hudson, John Parker, John Hopkins, Stephen Shaw, Leonard Lacy, Hugh Lacy, John Downes, and Alexander Bell. The terms of the feoffment were that the annual rents and revenues of the property were annually and forever to pay and contribute to the

support of a schoolmaster to teach and instruct boys in Grammar in Melton Mowbray. The feoffees were further bound to enfeoff twenty other men under the same conditions within three months of any time when the number of surviving trustees fell to two.<sup>(1)</sup>

This is the first known Melton Mowbray Trust Deed, and can perhaps be taken as the foundation deed of the Town Estate. At some date, however, two other parcels of gild lands were enfeoffed in trust for the use of the town; there were those lands which were concealed from the crown, and those lands alleged to have been purchased from John Beaumont, all of which formed an integral part of the Town Estate and appear in the only complete, extant Trust Deed, that of 1600. Owing to the lack of documentary evidence it is impossible to say whether these feoffments occurred before or after that of the Spittal Chapel. It is clear, however, that a Town Trust was set up very soon after the dissolution of the gilds, and that at the latest the first feoffment of property to the use of the town was made in 1549.

The effect of the Chantries Act of 1547 in Melton Mowbray was to initiate a town trust, but the Town Estate was probably not an institution built from scratch, but an adaptation of an existing form of government to meet the needs of the time. It is likely that the administrative pattern, the functions, and the principles

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(1) Appendix V1: Trust Deed No.1.

of self-government which characterised the Town Estate evolved, in part at least, from a form and tradition of self-government established by the Gilds of St John and St Mary. The threat of dissolution and forfeiture led to the secularisation of gild properties, functions, and administration in order that the material benefits of the gild system could be retained by the town, and a means of local autonomy preserved, although the gilds themselves were destroyed. There is probably a continuous history of local government in Melton Mowbray since before 1549, when a town trust placed on a secular footing a form of self-government developed through the Gilds of St John and St Mary.

CHAPTER II

COMMON LANDS

During the second half of the sixteenth century the estate of the Melton Mowbray Town Trust was enlarged by the purchase of two areas of pasture land called the Spinneys and the Orgar Leys. The Spinneys was the larger area of the two, being a richly-wooded tract of pasture and meadow lying to the north of the town; probably extending westwards at least as far as the Scalford Brook, and eastwards nearly to the boundaries of Thorpe Arnold.<sup>(1)</sup> The Orgar Leys, which probably derived its name from that of a fifteenth-century Melton family of wool-merchants, adjoined the Spinneys at its northern boundary, and apparently extended northwards to the boundaries of the neighbouring parish of Scalford.<sup>(2)</sup> In 1564 the Spinneys was purchased for the town by a group of inhabitants and enfeoffed in trust as free common for all the inhabitants; in 1596 the Orgar Leys were likewise acquired for the same purpose.

Before 1564 these grazing lands were rented by the townsmen, a situation which led to the appointment of administrative officials called Spinney-Wardens and indicates the existence of a community that was in some degree independent of manorial authority, and yet was also distinct from the guilds. The origins of the community are obscure, its activities can be seen but dimly in its dealings with

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(1) Hunt, op. cit. p.105.

(2) Ibid., pp.140,107.

the common pasture, and it is only in the sixteenth-century that the organisation becomes at all distinct. It may well be that the Town Estate evolved not only from a tradition of self-government established by the guilds, but also from that established by a group whose authority derived from its agricultural interests.

The Spinneys formed part of the manor and rectory which the Cluniac Priory of Lewes, Sussex, held in Melton Mowbray. After the Dissolution the property changed hands several times, first being granted to Thomas Cromwell, and then, on his attainder and execution for high treason, passing into the hands of Anne of Cleves (20 January 1541).<sup>(1)</sup> On 22 June 1547 the manor was promised, in the event of the death of Lady Anne, to the Earl of Warwick, and by 1552 he was in possession.<sup>(2)</sup> At some later date, probably in 1553 on the execution of Warwick, now Duke of Northumberland, the property once more reverted to the Crown, for on 21 July 1564 the Spinneys were granted by Elizabeth to Richard Robson, gentleman, of Charterhouse, London, with other lands and properties of ecclesiastical origin, for which he paid the total sum of £1073-0-1½.<sup>(3)</sup>

It seems likely that the Spinneys were rented from the Priory or from the Priory's lessees. On 6 January 1545 Anthony Gunson was granted the residue of a fifty-five-year lease of the Spinnies which had been obtained from Lewes Priory in 1532 by his father

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(1) Letters & Papers Foreign & Domestic, Henry VIII, 503:32  
(2) Cat. Pat.R., Edward VI, I, pp.253-257; IV, p.277.  
(3) Appendix V1: Letters Patent.

William Gunson; this lease had come into the King's hands because William had of late "feloniously killed himself".<sup>(1)</sup> It seems probable that the Gunsons sublet the Spinneys to the townsmen, since this was the arrangement after the lease passed into the hands of Christopher Draper, a kinsman of the Gunsons,<sup>(2)</sup> at some unknown date between 1545 and 1556. From at least 1555 until 1561 the town paid an annual rent of £3-6-8 for the Spinnies to Christopher Draper, and thereafter, until 1564, to his nephew John Draper.<sup>(3)</sup>

It is clear that the Orgar Leys were customarily used with the Spinneys to provide pasture for the town herd. But very little is known about the early history of the land save that from at least as early as 1555 it was rented from the Pagnam family for the sum of £1-0-0 a year paid in equal portions at Lady Day and Michaelmas.<sup>(4)</sup>

Six Spinney-Wardens' accounts have survived; these cover the years 1555-60 inclusive, and 1561-62, and form part of an annual series. The accounts are entered on separate folios for each year and are uniformly set out. Each is headed with the names of the two wardens, and the year in which they were in office. Their "Charge" consisted of money received from their predecessors, being the surplus from the previous year's account; the rents obtained from the townsmen for the use of the common at the rate of 4d per cow, 3d per bullock and 2d per calf, the number of persons listed varying slightly from

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(1) Letters & Papers Foreign & Domestic, Henry V111, 125:7.

(2) J.Nichols, The History and Antiquities of the County of Leicester, Vol. III, 1795, p.263.

(3) S.W.acc.

(4) Ibid., and T.W.acc.

98 in 1555 to 91 in 1561, and the miscellaneous items which, from time to time, supplemented the income - the sale of the town bull and the sale of faggots cut from the Spinneys. The payment of the rents for the Spinneys and the Orgar Leys formed regular items of the wardens' "Discharge", otherwise expenses varied from year to year. Payments for the repair of the Spinney hedges and the pinfold wall; the wages of the pinder and the rent-collector; the purchase of "strype and goos grene" for making "kyddes" or faggots; the wages of those employed to cut and make up faggots; the wintering of the town bull and the purchase of the same; expenses for making up the accounts - all these items figure prominently in the "Discharge". Annually, in April or May, the accounts were allowed "before the whole town" or "divers members of the parishe"; a meeting which probably took place in the parish church. At the same time the inhabitants elected two Spinney-Wardens for the following year and to them the retiring wardens handed the surplus money. The sequence of Spinney-Wardens suggests that each warden usually held office for two successive years, so that each year there was one warden with previous experience and one newcomer.<sup>(1)</sup> This was no doubt a deliberate policy. At the meeting of 19 April 1560 there were chosen, after the usual proceedings already referred to, nine men for the "sessment of cattell to be put theis year upon the Spinneys". It seems likely that this was an annual procedure, although this is the only note to this effect in the accounts.

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(1) Appendix 1V: . . .

Later evidence suggest that the administration of the Spinneys was more complex than indicated by these accounts, but the administrative pattern evident in the later years of the sixteenth century may have evolved only after the Spinneys were purchased; on the other hand it may well have been based, in part at least, on custom.

It is not possible to say when the office of Spinney-Warden was first established, or at what date the accounts were first drawn up in the form described above. It is clear, however, that by 1555 the office was well-established and the organisation which evolved round the Spinneys formed an integral part of Melton's self-government. The Spinney organisation existed side by side with the town trust, but it was a separate entity only in so far as it could be separate when self-government normally evolved in the parish church and the vestry meeting. Even before the purchase, when the Spinneys was not a part of the town trust, it was managed by the same persons and upon the same basis as the trust properties, as is evident from the accounts described above which in form and procedure closely resemble the Town-Wardens' accounts of the same period. Moreover, all the resources of the town, including the proceeds of the trust properties, were used to effect the purchase of the Spinneys in 1564, and the Orgar Leys were administered as part of the Town Estate even before their purchase in 1596.

It is not possible to say when the Spinneys were first rented as common pasture. Although the surviving evidence is all of sixteenth-century date, it is probable that the organisation was of earlier origin. The trust deeds of 1573 and 1600 which lay down the way in which the Spinneys and the Orgar Leys should be used in conjunction with the open-fields, constantly assert that the system was based on custom and long usage. It is likely that this organisation, based on the renting of pasture land, existed side by side with the gilds before their dissolution, just as it existed side by side with the Town Trust afterwards.

It is clear that the Spinneys were regulated by the townsmen and not through the manor, in which case the scheme must have been initiated by men not entirely subject to the manor, and men of an enterprising character. During the later Middle Ages Melton Mowbray was an important centre of the East Midlands wool-trade, and there was a considerable merchant community in the town.<sup>(1)</sup> It might well have been in the interest of the Merchants of the Staple to rent pasture land, and it is possible to see in the Spinney organisation of the sixteenth century, a remnant of the activities of an earlier, independent, urban community.

On the other hand village organisations connected with common agricultural interest were by no means rare, as the Webbs show in The Manor and the Borough. A deficiency of manorial common may

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(1) Some of the wool-merchants of Melton Mowbray are named by Hunt, op.cit., pp.140-142.

have led to renting the Spinneys to remedy the situation. But what happened to create this deficiency? Perhaps the Lord of the Manor, anxious to develop the market from which he received tolls and profits, allowed an urban population of craftsmen and traders to grow up in the town. This urban community, expanding with the development of Melton into a flourishing market-town, might then have felt the need to acquire more pasture land and was prosperous enough to rent the Spinneys and the Orgar Leys.

The early history of the common lands of Beccles, Suffolk, might provide a parallel to Melton Mowbray. The townsmen of Beccles had been accustomed for centuries to rent from the Abbot of St Edmunds a fen or marsh of 1400 acres, which were parcel of the possessions of the Abbey; the annual rent was paid by four "Fenreeves" who were elected at a town meeting. At the Dissolution of the Abbey the townfolk, by means of payments to the king, got the arrangement continued, but in slightly different form. Royal Letters Patent and Charters of 1584 and 1605 established a corporate body of "The Portreeve, Surveyors, and Commonalty of Beccles Fen" which, though established as an administrative organisation, soon became the governing body of the town.<sup>(1)</sup> It is interesting to note too that on the dissolution of the Wisbech Gild a charter incorporated an administrative committee which assumed governing authority over all the affairs of the town.<sup>(2)</sup>

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(1) Webb, *op.cit.*, pp.134-137.

(2) *Ibid.*, pp.138-148.

The history of Beccles agricultural organisation after the Dissolution differs from that of Melton Mowbray. Whilst Beccles achieved incorporation, Melton was fortunate merely to continue to rent the Spinneys, in view of the frequent changes of ownership which followed the dissolution of Lewes Priory. The precariousness of the town's tenure after the dissolution was probably an important factor in the decision to purchase the land. Despite the different effects of the dissolution, the similarity between Beccles and Melton persists, for in Melton Mowbray the Spinney organisation came to form part of the Town Trust which, though not incorporated, acquired a governing authority over the affairs of the town which was almost as complete as that of a municipal corporation.

Despite the obscurity which surrounds the early history of the Melton Mowbray common lands, one can conjecture that there existed an organisation, developed by a community which was urban rather than manorial, which enabled the town to acquire a tradition of self-government. It may well be that the Town Estate evolved when the tradition of self-government established by the guilds came to support and strengthen this older community.

One can conjecture that the decision to purchase the Spinneys was made at a meeting of the inhabitants in the parish church, and that there would be present, as advisers, certain of the local gentry, later enumerated in the draft conveyance of the property, who were willing to give financial support to the scheme.

The meeting took place earlier than June 1564, for on the third day of that month Richard Trafford and Hugh Lacy, two prominent townsmen appointed to effect the purchase, made their first journey to London to open negotiations.<sup>(1)</sup> The Spinneys were at that time in the Queen's possession, but on 3 July 1564 she granted them to Richard Robson, gentleman, of Charterhouse, London,<sup>(2)</sup> who proved willing to release his claim to the town for the sum of £100.

A necessary preliminary to the purchase of the Spinneys by the town was buying out the lessee who sublet the pasture to the inhabitants. A receipt of 26 May records that on 30 September 1564 an agreement was made between John Draper and Walter Shepherd, Town Warden, and also Bailiff of the manor of Melton, acting on behalf of the whole inhabitants of the town, by which Draper agreed to give up the lease of the Spinneys, lately in the tenure of the inhabitants, for the sum of £100. This is the receipt for the last payment of £40, a previous payment of £33 being made on 25 March 1565 and one of £27 at some unknown date.

John Draper, described as "our olde enmy" and accused of giving "unjust information" to Lord Robert (Dudley, Earl of Leicester) during the course of the transactions in London,<sup>(3)</sup> evidently did not approve of the town's plans to purchase the property which he leased. He was particularly awkward over parting with the lease, and raising the exorbitant sum of £100 put the townfolk to great inconvenience.

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(1) Trafford & Lacy acc: 1564-65.

(2) Appendix V1: Letters Patent.

(3) Trafford & Lacy acc: 1564-65.

Before 1561 the town rented the Spinneys from Sir Christopher Draper, Alderman, and later Lord Mayor, of London, who is listed amongst those persons to whom the Spinneys were conveyed by Richard Robson.<sup>(1)</sup> It is not possible to say why Christopher transferred the lease of the Spinneys to his nephew John; but if he had retained the lease the town would probably have been involved in less expense, since Christopher Draper appears in the light of a friend and benefactor of the town. The change in the town's landlord in 1561 might well have caused difficulties which ultimately led to the townsmen's momentous decision to purchase the Spinneys.

The actual conveyance of the Spinneys has not survived, but there exist two draft copies dated 3 November 1564 which stipulate that all formalities had to be completed by 3 November 1565. 3 November 1564 may well have been the date of the actual conveyance. The existence of two draft copies of the conveyance and the absence of the completed document present certain difficulties, since there is some discrepancy between the two drafts in the people to whom the land was transferred. It seems that it was conveyed not only to certain of the inhabitants of Melton Mowbray, representing the whole town, but also to a number of local gentry, and to Christopher Draper himself, since he is named in both draft conveyances. At some point after the purchase, the Spinneys were conveyed in trust to Christopher Whitehead, Richard Trafford, Hugh Lacy and William Hawley for the use of the inhabitants

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(1) Appendix V1: Deed No.9.

of Melton Mowbray as free common pasture,<sup>(1)</sup> the terms of the trust probably being identical to those expressed in the extant trust deed of 1573, which was made when the above-named feoffees released their trust to new feoffees.

The purchase of the Spinneys involved the town in great expense; not only had the initial sum of £100 to be raised for the lands, but a further £100 was required to pay John Draper. Moreover the legal fees incurred in making the purchase, and the fact that the transaction had to be conducted in London, increased the financial burden, as the account of Richard Trafford and Hugh Lacy clearly illustrates. The "Discharge" of their account for the purchase of the Spinneys amounted to £183-11-7, out of which must be subtracted the £100 paid for the Spinneys which was lent to the town by one of the neighbouring gentry, William Waringe or Warren of Thorpe Arnold. No money was paid out of this account towards the purchase of the lease from John Draper, therefore the remaining sum of £83-11-7 was paid out in expenses which the purchase involved, £8-9-4d being paid by Trafford from his own pocket until the town was able to repay him.

The account, although headed 1565, actually begins in June 1564 and was audited 12 June 1565. It is wholly concerned with the purchase of the Spinneys, which transaction was probably completed by the time the accounts were audited. As was customary, the account was drawn up later from bills and receipts, none of which have survived, and in

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(1) "Town Records".

consequence the entries are not in chronological order. Some could be precisely dated and described, but others are grouped together under general headings. Despite its deficiencies the account conveys a full picture of the activities of Trafford and Lacy between June 1564 and June 1565. During this period they made probably three visits to London, the first on 3 June 1564; another which lasted three weeks and three days, whilst on one occasion they were joined by two other unnamed townsmen. The sum total noted in the account for living and travelling expenses for themselves and their horses amounted to £18.4s.7d. The account shows these two provincial gentlemen competently finding their way, with the aid of counsel for the town lands, one Mr Hunt, through the complicated procedure which surrounded the purchase of land in the sixteenth century. Numerous legal fees are recorded - "To mr Calke for serching the bookes in the exchequer to know whether the Spynnys were parcell of any the quenys maners Xs". "For the commission sealing and writing for the wood in Mr Osburnes' offyse - Xiis. To his man for an obligation - iiis. To Mr Charnoke for 2 obligations - ivs"; "To two councillors and one attorney - Xliiis.ivd. For making the release from Mr Robson - Xs"; "For making a coppie for the letters patens to Mr Standin the Master of the Rowlys man - Xs.viid"; "For the master of the Rolls for signing our deed - iis. For enrolling the same - Xiiis.ivd; "For making a pair of Indentures and a deed with an obligation to Mr.Hunt his man - Xs"; "To Master Gardyner the Queens Receiver for the purchase of the Spinneys being rented at iii<sup>li</sup>.vis.viiid. per year after 30 ys purchase sm Cli which sum was received at the

hands of Xpher W(hitehead) and appointed by William Waringe of Thorpe to clerethe the purchase of the said Spinneys - ~~Cl~~<sup>li</sup>". The expenditure on legal fees was exceeded by the amount spent in those rewards to various officials and minions of the nobles presiding over government departments, which were an essential part of sixteenth-century government. "To the keper of the dore of my Lorde treasurers and to one of his fellows - vis.viiiid; "Gyven to Mr Swift the Audytor for his friendship - XLs"; "To the porter at Sir Richard Sackffeldes - iiis.ivd"; "To the porter at beynars castell and to My Lord Robert his bargeman - vis.viiiid"; "For a brekfast to my Lord of Huntingdons men and my Lord Robert his men at Bener Castell - vs"; "To my lordes men gromes of the stabell by whose menys we come to my lorde - vis.viiiid" "We discharge us more in rewards given after our purchase and was by the manys of our olde enemy John Draper who gave unjust information unto my Lord Robert that we had both the quenys maiesty her ring and also my Lord Robert his letter to stave the letters patence from sealing wch ring and letter Sir Richard Sackfeld one of the quenys moste honorable councelle shewed us in the presence of Mr Alderman Draper so spent - ~~xxxvi~~ li".

From time to time Trafford and Lacy received money from Melton with which to meet their expenses, apart from that which they received on their several departures from home. The money came from various sources, largely through the agency of Christopher Whitehead, who appears to have been responsible for organising resources in Melton. It is clear from the "Charge" of their account, although no precise details are given, that Trafford and Lacy's expenses were met from the

current Town Wardens' and Spinney Wardens' accounts, and from the accounts of Christopher Whitehead. Particularly noted in their "Charge" is the receipt of money from "my son Thomas Trafford" which he gathered as Lord of Whitsunday 1562,<sup>(1)</sup> and the sale of wood from the Spinneys received from Robert Odham and Thomas Maye in 1564. The total sum of £174-13-3 so received covered their expenses, save for £8-19-4 which was paid by Richard Trafford.

Christopher Whitehead made two accounts, both of which began in 1564 but only abstracts have survived; abstracts, however, which are complete and were intended as records. The first account, audited 2 November 1567, was evidently the book of fines for the town lands, some of which money was paid to Trafford and Lacy. The second, audited 30 June 1569, was a miscellaneous account for town business covering not only the purchase of the Spinneys, but also the subsequent suit over the town lands in the court of the Exchequer. In what capacity Whitehead made these accounts it is not possible to say, but he may well have been appointed to meet the urgent needs of the town, as were Trafford and Lacy, and we find these same three persons responsible for the town's affairs when the town became involved in the law suit, when again Trafford and Lacy for the most part dealt with the business in London, whilst Whitehead raised funds at home. The "Discharge" of the abstract is mainly concerned with the Exchequer suit, but entries in the "Charge" indicate that expenses towards the purchase of the Spinnies were met by leasing various parcels of the town lands - the Spittal Leyes and Spittal Chapel are mentioned,

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(1) Appendix II.

with the sale of gorse cut from the Spinneys, and the leasing out of parcels of the Spinneys to various townsmen; the 1565 Whitsun money was also used. Some of these entries are concerned with the repayment of £60 to Mr Robert Broxbie. The fact that these accounts are in abstract and that they cover a period beyond 1564-65, and are concerned with the Exchequer suit which involved the town in great expense, make it difficult to say which entries relate to the purchase of the Spinnies and which concern the Exchequer suit.

It is probable that the town was well able to meet the expenses of Trafford and Lacy; the real problem lay in raising £200 to pay Robson and Draper. It was necessary to borrow the £100 with which to buy the Spinneys because such a large amount could not be raised quickly enough by the town, although Draper's willingness to accept his £100 in instalments alleviated that problem. Whilst before the purchase all sources of money were used to meet the expenses of Trafford and Lacy, after that event the town had to find ways and means of raising a far greater sum. On 12 June 1565, at the same meeting at which Trafford and Lacy's account was allowed, the contribution of the inhabitants towards the purchase of the Spinneys was agreed upon by all of them. Each freeholder, farmer, or husbandman, was stinted and rated to keep three "kyne" or beasts to one yardland, and one "kye" and a follower to one oxgang. Every cottager, artificer, and craftsman, was to keep two "kyne" and a follower for each house or cottage. On this basis each inhabitant was assessed to 3s.4d. for every beast to be kept, and twenty pence for every follower, towards the purchase of the Spinneys.<sup>(1)</sup>

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(1) S.W. acc. 1565-66.

On 6 May 1565 Walter Shepherd, William Lane, Mr (Mathewe) Brokesbie, William Lacye, William Waltham and Thomas Meye were elected Spinney-Wardens, and Mr (Christopher) Whitehead, Mr (Richard) Trafford and Robert Odham were appointed to assist them. The unusually large number of wardens were created in view of the task which lay before them, for they were not only responsible for supervising the normal Spinney business, but also for assessing the inhabitants at the rate agreed upon, and collecting the payments towards the purchase. Their account, although dated May 1565, has some entries for the earlier months of that year. It is not complete, for a considerable number of pages are missing from the centre of the folio, including portions of both the "Charge" and the "Discharge". The assessment and payment due from each inhabitant towards the purchase of the Spinneys is listed in detail, being set out across two pages, first giving the name of the person and the amount of land owned, then the stint of cattle allowed and the total payment due under the heading "Grand Charge"; under the next heading, "Charge Petit", no entries are made, whilst the entries under "Receipt" records the amount paid in 1565. This is never the total amount owed, suggesting that the inhabitants were not expected to pay their full contribution towards the purchase immediately. The list begins with the husbandmen and presumably continues to enumerate the cottagers, artificers and craftsmen in like manner; unfortunately because of the missing centre pages of the folio, the complete details of the stint and assessment of the inhabitants is unknown. The total "Charge" which

included money received from other sources, such as the sale of wood from the Spinneys, amounted to £71-13-0, but £18-11-10 is subtracted from this in the "Discharge" "by reason that our grand charge doth excede our receipt". Their "Discharge", apart from this debt, amounted to £51-17-10, part of which went to Trafford and Lacy in London, part was spent on repairs to the watering-place in the Spinneys, whilst most of it went towards the payment of £33 to John Draper. The names of the wardens who made this account are not stated, but it is followed by what are apparently abstracts from the accounts of two other Spinney-Wardens, Walter Shipward and William Waltham; Shipward's "booke of parcels" and Waltham's "book of Charge" are referred to, suggesting that a number of accounts were made. One of these may have survived as a fragment; it is headed "1565" and the entries include the collection of rent for the Spinneys at the pre-purchase rate, and also the proceeds from the sale of church vestments. On the other hand, it may be the Spinney-Wardens' account of 1564-65 made the year before the election of the six wardens of 1565, and the money raised from the sale of the church vestments for the use of Trafford and Lacy in London.<sup>(1)</sup> There is also a list of persons assessed towards the purchase of the Spinneys which is dated "1565"; it appears to be a list of those persons who had not yet paid their full amount, and may well be the account of one of the wardens named above.<sup>(2)</sup>

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(1) Catalogued as S.W.acc. see Appendix V1.

(2) Appendix V1. Memoranda No.7.

Two other records of the agreement of 12 June 1565 have survived, neither of which is contemporary with the purchase. In the memoranda booklet, 1579-83, and in the minute book the agreement is noted as a preliminary to recording payments collected in 1573, 1578, 1579, and 1589 for pasture rights in the Spinneys according to the rate of 1565. It would appear either that the persons noted had not until that time paid their full amount towards the purchase, or that they now wished to increase their stint, although some of the payments were made by new cottagers requiring pasture on the common.<sup>(1)</sup> In both memoranda a list of the assessment made in 1565 is started but neither is complete; in one case the persons listed number 174, in the other 34 husbandmen and 127 cottagers are noted, and in neither case are the payments made by each individual fully recorded.

Because of the incompleteness of the records we do not know the exact amount obtained from the inhabitants towards the purchase, nor the amount of money obtained from other sources. It is clear that all the resources of the town were used in order to raise the hundred pounds for the Spinneys and the hundred pounds for John Draper, and also to pay the expenses which the purchase involved. This was not, however, enough, and it was necessary for the townsmen to borrow money from the neighbouring gentry. The money borrowed from William Warren has already been referred to, but the account of Christopher Whitehead (1564-1569) and the Town-Wardens' account of

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(1) see below, p. 237.

1565-66 shows that £60 was borrowed from Mr Robert Broxbie of Shewby, £20 from Mr George Sherrard of Stapleford, and £28-17-1 from Mr George Dent of Great Dalby. It is clear that the money was borrowed from Sherrard in order to pay Broxbie, and it is possible that the money from Dent was used for the same purpose. Broxbie's £60 was repaid by Christopher Whitehead, whose account lists the sources from which the money was obtained. They include money received from the current town-officers' accounts, and also fines from the leasing of the town lands; the date of repayment is not given. Dent was repaid from the Town-Wardens' account of 1565-66; one instalment being paid through Whitehead and the other through the Town-Wardens. The repayment of loans from William Warren and George Sherrard are nowhere noted but it is probable that these were paid through Christopher Whitehead and the payments omitted from the abstracts of his complete account. The Town-Wardens' account of 1565-66 shows that small sums of money were borrowed "for the use of the town" from 31 townsmen, some of whom were repaid in the following year. It is clear that the purchase of the Spinneys strained the town's resources not only in the year of the purchase but for several following years.

The purchase of the Orgar Leys was less onerous. On 12 September 1596 Mathewe Lacye of Melton Mowbray gentleman, and William Trigge of Melton Mowbray, yeoman, both current feoffees of the Melton Mowbray Town Trust, purchased the Orgar Leys from Edward Pate of Eye Kettleby, gentleman, for the sum of £80.<sup>(1)</sup> The account for the purchase

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(1) Appendix V1: Deed No.18.

is appended to the Town-Wardens' account of 1596-97 as follows :-

"Money laid forth this year 1596 as hereafter followeth for the purchasing of Orgar Leys. Paid to Mr Bowne for vewing the evidence belonging to the town - 5s.8d; Paid to Mr Bowne for comynge to Melton for his councell and Charge - £1-3-0; Paid to Mr Pate for the purchase of Orgar Leas - £80; For wyne and sugar to give to Mr Pate - 5s-0; Summus Totalis - £81-13-8. A total sum of £82-16-2 was raised by Lacy and Trigge to cover the purchase from rents and fines from the town lands, and from the sale of "goske" cut from the Spinneys as a note in the same Town-Wardens' account shows. A bond for £80 and the accounts quoted above are the only surviving records of the purchase; the deed of conveyance referred to in the bond, which was made on the same date, is missing.

It is clear that the purchase of the Orgar Leys was not such a straightforward transaction as at first sight appears. At a town meeting of 29 April 1582 the townsmen resolved to obtain the Orgar Leys "by purchase from Mr Pagnam being 20 shillings rent to him for the which we will give thirty years purchase or somewhat more rather than goe without them or growe in troble or swyte for the same".<sup>(1)</sup> This suggest that Pagnam was refusing to rent the pasture to the townsmen or that he was demanding an increase in rent; he also apparently refused to sell the land to the townsmen, for it was not until 14 years later, and then only after the ownership of the land had been transferred from Pagnam to Edward Pate, that the townsmen succeeded in purchasing the Orgar Leys.

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(1) "Town Records".

Difficult relationships with Mr Pagnam caused the townsmen to seek legal advice on their claims. William Lacy, Thomas Chaucey alias Gyles, Henry Shipwarde, John Wethers and Michael Bentley requested Michael Lewys to be "or Cownselor in or Townes causes" and offered a fee of 20s. a year for three years. An undated letter, endorsed "A remembrance for Mr Lewys", states that "The inhabitantes of the towne have had in occupacon a certen peese of ground called Orgar Leyes tyme owte of mynde and have payde allwaies to Mr Pagnam and his Awncesters the yearly rents of XXs and doe so paye still. Yt Lyethe ffallowe everye thirde years And in the towe severall yeares we have all waies vsed and occupyed the same as parcell and parte of or common neate pasture. Whether we may prescribe and holde the same Leies payinge the said rente of XXs as or right or noe. Itm whether yt be prejudycyall to or Tytle yf a Lese rente have bene paide for the same". Lewy's reply is written on the memorandum as follows :- "Yff allways a rent certeyn hath ben payed for ye pasturyng of ye sayd grownd Then you may make a good tytle to ye pasturyng thereof butt not to ye soyle ytsellff, but yf wythin the memory of man another or less rent hath ben payed in respect of ye herbage wch you have hadd thereof then shall you hardly make a good tytle therevnto agaynst Mr Pagnam. Yff you can compound wyth hym for ye cleare extynguyshment of hys tytle therin yt ys ye saffest way".

The townsmen appear to be asserting their right to continue renting the Orgar Leys, and perhaps even asserting a right of ownership to the land itself. It is clear that Pagnam refused to recognise

their ownership, and refused to compound with them for "ye clear extynguyshment of hys Tytle", subsequently selling the property to Edward Pate. The dispute with Pagnam may have arisen when the townsmen heard of the impending sale of the land and consequently feared that the change of ownership would interfere with their customary rights of pasture, but the Orgar Leys did not come into the hands of Edward Pate until 1596. Moreover, whilst it is clear that the dispute with Pagnam began in the 1580s, the townsmen continued to pay him the customary rent for the Orgar Leys until the year of the purchase. The entry in the account for the purchase "Paid to Mr Bowne for vewing the evidence belong to the town" suggests that the townsmen were still pressing their legal title to the land or their right to rent it, even when engaged in negotiations for the purchase. Pate evidently did not want to lease the land, and may well have been pushing the townsmen into making a purchase.

This purchase was the last made by the town in the sixteenth century. Having acquired by concealment and purchase a large part of the possessions of the Gilds of St John and St Mary, by 1564 the town trust was sufficiently well-established to embark on the purchase of the Spinneys. The expense which this involved, closely followed by expensive suits in the Court of the Exchequer and in Chancery, may well have caused the postponement of the purchase of the Orgar Leys, but by 1596 the townsmen were prosperous enough for the purchase to be effected with ease. This event marks the consolidation of the estate of the Town Trust, which now consisted not only of all the

gild lands which it was possible to reacquire, but also of all that grazing land which the town had been accustomed time out of mind to rent as common pasture. All these properties were enfeoffed in trust for the use of the town by the new trust deed drawn up four years later in 1600.

CHAPTER III

TRUST DEEDS

By 1600 there had developed in Melton Mowbray an unusually advanced form of trust-government. To trace the constitutional development of the Town Estate is difficult, however, owing to the many gaps in the sequence of trust deeds.

The lands and properties of the Melton Mowbray Town Estate were held by a number of the townsmen in trust for the benefit of the inhabitants. Only two of the sixteenth-century trust deeds still exist, but another, the earliest, has survived in a later copy.<sup>(1)</sup> The earliest trust deed is that of 30 November 1549, by which Nicholas Cowlishaw and Thomas Postern, yeomen of Melton Mowbray, conveyed the Spittal Chapel estate to William Brokesby, William Lane, Seth Lacy, Clement Giles, gentlemen, and Richard Trafford, Robert Halley, Robert Oldham, John Fishpool, John Rens, William Carver, William Adcock, Thomas Pyne, Thomas Hudson, John Parker, John Hopkins, Stephen Shaw, Leonard Lacy, Hugh Lacy, John Downes, and Alexander Bell. On 25 March 1573 Christopher Whitehead, Richard Trafford, and Hugh Lacy, gentlemen, conveyed the Spinneys to Robert Oldham, Michael Bentley, Dennis Shepherd and William Trigg, yeomen of Melton Mowbray. Both these

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(1) Trans.Leics. Arch. & Archaeol.Soc., Vol.III, 1869, pp.406-407

feoffments relate to particular properties. The feoffment made 14 January 1600 by William Trigge, yeoman, and Mathewe Lacy, gentleman of Melton Mowbray, to Roger Chantler, M.A., Henry Lacy, and George Bury, gentlemen, and Robert Trigge, Brian Wythers, Edward Wormell, William Parker, William Mabbes, and Thomas Owndell, is of the whole of the lands and properties of the town.

It is clear that other feoffments were also made in the sixteenth century. A set of counsel's notes of the early seventeenth century lists a sequence of sixteenth-century feoffments.<sup>(1)</sup> The first on the list is one made on 4 March 1558 by William Brokesby, William Lacy "and others", to Richard Trafford and Thomas Postern. The full number of feoffees are named in the Chancery suit;<sup>(2)</sup> they were William Brokesby, gentleman, Christopher Whitehead, William Lacy, William Hawley, William Taverner, Robert Oldham, Nicholas Collyshawe and Dennis Shepherd. But the date at which these persons were made feoffees, and by whom, is nowhere stated. The sequence of feoffees continues as follows :- on 21 February 1561 Richard Trafford, who survived Postern, was succeeded by Thomas Ives, William Bryan and Hugh Elwood; these three were followed, on 24 December 1586, by Robert Odham and Michael Bentley; who on 4 April 1587 were succeeded by William Trigg, Henry Gulson, and Mathewe Lacy. The list closes with the feoffment of 14 January 1600 referred to above, which is the only one of the feoffments noted in the counsel's memorandum for which a deed is extant.

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(1) Appendix V1: Legal Memoranda No.5.

(2) Chancery Suit Papers: Rejoinder.

The feoffments of both the Spittall Chapel and the Spinneys are omitted from the list, whilst that of 1600 is included. A possible explanation of this is that the latter was a feoffment of all the town lands and properties: namely, the Spinneys, the Orgar Leys, the Spittal Chapel, and those gild properties acquired through concealment and by purchase from John Beaumont. The two deeds omitted, on the other hand, were each made for a particular property upon its being acquired by the town. As both the Spittal Chapel and the Spinneys are included in the 1600 feoffment, it is to be assumed that at some point in the sixteenth century these specific feoffments were incorporated into a general trust deed for the town properties as a whole. It would thus seem that this list of feoffments and feoffees in the sixteenth century refers only to such comprehensive feoffments of the town properties as had been made by the early seventeenth century.

It is possible that two other feoffments were omitted from the list. At some unknown date, probably soon after the Dissolution, John Beaumont sold parcels of the property of the gilds of St John and St Mary to Seth Lacy, Walter Shepherd, "and others", which became part of the Town Estate.<sup>(1)</sup> Apart from this reference in the Chancery suit, there is no further information about the land purchased from John Beaumont, but it was probably conveyed in trust for the use of the town soon afterwards, for this was the usual procedure after the purchase of property, as can be seen in the case of the Spittal Chapel and the Spinneys. No reference to the feoffment

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(1) Chancery Suit Papers: Rejoinder.

of the concealed gild lands can be found, yet it is clear that by 1558, at the latest, they had become trust properties, and it is possible that a separate trust deed was at some point made for these properties, for it was in the interests of the town to place their communal ownership on a legal basis as quickly as possible. The sequence of feoffments is recited as evidence in a dispute between the town and Walter Wormell over whether the profits of a shop and land had been traditionally used towards the repair of the streets, bridges, church, and school, and it is clear from other evidence in the paper that this property had been parcel of the possessions of the gilds. It is probable that this formed part of the concealed properties, because according to the evidence in the Chancery suit, the property bought from Beaumont consisted of lands rather than urban property such as a shop. In the Chancery suit both the feoffment of 1558 and that of 1561 were cited as evidence that the gild lands and properties were legally the property of the feoffees who held them in trust for the use of the town.<sup>(1)</sup> It seems likely that by 1558, perhaps with the making of that deed, the concealed lands, the Beaumont lands, and perhaps the Spittal Chapel had all been brought together under a general deed of trust.

When the Spinneys were purchased for the town in 1564 they were conveyed, at some unknown date, probably soon after the purchase, to Christopher Whitehead, Richard Trafford, Hugh Lacy, and William Hawley,

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(1) Chancery Suit Papers: Answer: Rejoinder.

none of whom were at that time feoffees. In 1573 the surviving feoffees, Whitehead, Trafford, and Lacy, conveyed the property to Robert Odham, Michael Bentley, Dennis Shepherd, and William Trigg, none of them being then feoffees of the town lands. So for a period of at least ten years it would seem that there were two groups of feoffees in Melton Mowbray; one for the gild lands and properties, the other for the Spinneys. In 1586 Odham and Bentley, the Spinney feoffees, became feoffees of the other town properties; one year later they were succeeded by William Trigg, Henry Gulson, and Mathew Lacy. It was probably at this point that the deed of feoffment came to include both the gild properties and the Spinneys. The feoffment of 1600 indicates that Trigg and Lacy, who survived Gulson, were feoffees of the whole estate, including the Orgar Leys, and conveyed the whole to Roger Chantler and his co-feoffees.

The Orgar Leys were purchased in 1596 by Mathewe Lacy and William Trigg, who were the current feoffees of the town properties and the Spinneys. It is possible that the Orgar Leys were conveyed in trust for the use of the town soon after the purchase, but no separate trust deed has survived. Four years after the purchase the property was included in the general trust deed of 1600, and it may be that the land was not conveyed in trust until that date. When the townsmen sought legal advice as a preliminary to drawing up the Trust Deed of 1600, one of the questions they put to their counsel, Mr. Fermor,

was "Whether the feoffments being single and particular for the land may all be joined in one feoffment", to which he replied in the affirmative.<sup>(1)</sup> This seems to indicate the existence of more than one feoffment in 1599; it may well be that there were only two, one for the gild lands and the Spinneys, and one for the Orgar Leys. On the other hand the Spinneys or even the Spittal Chapel may have been separately enfeoffed from the time of their purchase until 1600. The absence of trust deeds, or even a complete list of all the feoffments made in the sixteenth century, makes it impossible to be certain.

The sequence of feoffments in the sixteenth century shows no consistent pattern either in the number of years between the feoffments, or in the number of feoffees. In 1549 (20 feoffees), 1558 (8), and 1600(8), a large number of feoffees was favoured, but between 1558 and 1600 the number varied between two and four persons. The period of time between the feoffments varied from one to twenty-five years. This irregularity is typical of any sequence of feoffments, since the making of a new feoffment depended on the age and life-span of the individual feoffees, or could arise in particular circumstances which might not be stated in the terms of the feoffment. The Spittal Chapel trust deed stipulates that within three months after the death of all but two of the twenty feoffees, these were to enfeoff twenty other men under the same conditions in order that the trust might continue. This type of provision for the renewal of the feoffment and the maintenance of the trust is common to most feoffments to use. In the case of the Spittal Chapel the exact

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(1) Appendix V1: Legal Memoranda No.3.

terms of the trust deed were not complied with, since on no other occasion in the sixteenth century were twenty feoffees appointed. In the absence of other sixteenth-century trust deeds, apart from those of 1573 and 1600, it is not possible to comment on the provisions made for the renewal of the feoffments. Although in some cases the number of feoffees appointed was low, it is only on one occasion that we find one feoffee, Richard Trafford, making the new feoffment;<sup>(1)</sup> this probably closely followed the death of his co-feoffee, Thomas Postern. It was essential to maintain the "wall of feoffees" on which the life of the trust depended, and on no other occasion was the number of feoffees allowed to drop below two before a new feoffment was made. The provisions for the renewal of the feoffments in the trust deeds of 1573 and 1600 are alike, but differ from that of the Spittal Chapel. In both cases the authority to decide when a new feoffment should be made and to appoint the new feoffees lay with ten or twelve of the inhabitants of Melton Mowbray of the best estimation; once the decision to renew the feoffment had been made, the surviving feoffees, within a quarter of a year, had to make a new feoffment, "at the proper coste & charges in the lawe of the said Inhabitants", reiterating the terms of the trust in order that the same might have "continuance for ever".

In the trust deed of 14 January 1600 reference is made to a feoffment of the town lands and properties made on the same date and between the same parties; this deed has not survived. The existing

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(1) 1561.

deed, which reiterates particulars of the lands and properties conveyed by the deed referred to above, is a "deed of settlement", its purpose being to make a "pleyne declaracon & settinge forth of the very true intent & meaninge of the Employment of all & every the premisses & makinge of the said deed of feofment & executinge of the same" by the feoffees. It is, in fact, a survey of the possessions and constitution of the Town Estate in 1600.

After enumerating the town lands and properties the deed sets out the terms under which the feoffees were to hold the Spinneys in trust for the town. The Upper, Open, and Inner Spinneys with the Anuldowne and Mylne Holmes were to continue for ever as free neat pasture for all the inhabitants of Melton Mowbray, without any payment to the feoffees. The woods, underwoods, thorns, "gosses" and willows growing on them were, by the consent of ten or twelve inhabitants of the best estimation, to be periodically cut down and sold, or otherwise employed to the general use. The rate and assessment of cattle which the feoffees were to permit the inhabitants to graze on the Spinneys was fixed to three kyne to every yardland, and for every ancient cottage two kyne and a follower, if they had them of their own or hired them for their own proper uses and profits without fraud or deceit, "so as no Inhabitant theire lett any ky pasture or pastures to any other man for money or other comoditie vnlesse he or they have land letten to them withall & to keepe after the Rate of the land aforesaid". On the failure of the Spinneys, when the town herd came onto the common fields, the inhabitants could rate the Spinneys with horses, sheep, and other cattle as they had been accustomed.

The Orgar Leys were to be used along with the Spinneys as free neat pasture for all the inhabitants. The town herd was to graze the Spinneys for two consecutive years; the first year when the North field of Melton Mowbray was set with white corn, and the second year when it was sown with peas and beans. In the third year the herd was to graze the fallow north field and the Orgar Leys. The grazing lands were to be used in this order as was customary before the making of this deed of settlement.

The Town-Wardens were given full authority to represent the feoffees in any legal action arising from trespass or other offences, and, with the written consent of ten or twelve inhabitants of the best estimation, could lease any parcel of the lands and properties; the leases were, however, to be signed, sealed, and delivered by the feoffees. If any controversy arose amongst the inhabitants concerning the town lands and properties, this was to be expediently settled by ten or twelve inhabitants of the "most best discession & estimacon" of the town of Melton Mowbray, who were further charged with employing the profits of the estate for the benefit of the inhabitants. The trust deed concludes with the provision for the making of a new deed of feoffment "to the intent the same may have contynuanse for ever to & for the profitt & comoditie of all the Inhabitanes of the said towne of Melton Mowbray as aforesaid is declared & purposed ment & intended".

Although this deed is a feoffment in trust of all the town lands and properties, it is particularly concerned with laying down regulations for the use and government of the common pasture. The clauses about

the Spinneys are word for word those of the separate Spinneys trust deed of 1573, save that in this earlier deed it is stated that "no man shall let pasture to another". Although the Spittal Chapel estate is included in the properties which Roger Chantler and his co-feoffees were to hold in trust, no particular regulations concerning its use are enumerated. One might expect this later deed to reiterate the terms of the separate Spittal Chapel feoffment of 1549, which stipulated that the profits of the property were to be used to maintain a schoolmaster to instruct boys in grammar in Melton Mowbray. One might also expect a clause stating the uses to which the profits of the properties should be employed. In the law suits the defendants maintained that the profits were customarily employed to maintain the school, church, bridges, and highways,<sup>(1)</sup> whilst the administrative records of the Town Estate show that the profits were also employed to assist the parish in other ways, helping to defray the cost of national taxes and poor relief. The Rotherham trust deed of 1589 stated that the town lands "shalbe used and employed to diverse good uses as before tyme hath bene accostomed (that is to say) for the relief of the pore people of the said Towne, for the manteyning & repayring of Bridges in & about the said towne, & for & towards the discharge and contribucion of Fyftenes taxes musters & other comon charges wherewith the said towne of Rotherham & inhabitants thereof may be charged ...";<sup>(2)</sup> this kind of statement of the purposes of the trust is typical of town trust deeds.

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(1) Chancery Suit Papers: Answer; Rejoinder; Depositions.

(2) Mackenzie, op.cit., p.2.

But the Melton Mowbray trust deed of 1600 is not so specific; it states that the town lands and properties must be used for "the profitt & comoditie of all the Inhabitantes", but the way in which the profits were to be employed for the benefit of the inhabitants was to be decided by the ten or twelve inhabitants of the best estimation. It is quite likely, however, that the earlier Melton trust deeds were more specific, and stated the purposes of the trust in a manner similar to the Rotherham deed quoted above. Just as the precise terms of the Spittal Chapel trust were not reiterated in the 1600 deed, so the precise terms of the earlier trust deeds for the other lands and properties may have been omitted. It may even be that no precise statement of the purpose of the trust was ever made; perhaps the townsmen were deliberately making the terms of the trust general, a vagueness which might arise from a feeling that it was in their interest to surround any dealings with the concealed lands with as much obscurity as possible. It is more likely, however, that the more general terms of the 1600 deed were a development from earlier trust deeds which did state the precise purpose of the trust; the example of the Spittal Chapel supports this conclusion. By 1600 the townsmen probably did not feel that it was any longer necessary, or advisable, to state the exact purposes to which the profits of the lands should be employed; it was probably assumed, in the clauses which leave the ten or twelve inhabitants to devote the profits to the common good, that these persons would employ the profits in the customary way. The specific statement of the purpose of the trust could have been dropped from the deeds well before 1600. The Spinney

feoffment of 1573, although concerned only with the Spinneys, uses the same terms as the 1600 deed when it deals with the employment of the profits of the land; moreover, the profits of the gild lands and properties were used towards the purchase of the Spinneys, and towards the law suit expenses in the 1560s and 1570s.<sup>(1)</sup> The statement of the purposes of the trust in the deed of 1600 was an advance on any more specific statement, since it enabled the townsmen to apply the town funds not only to the school, church, bridges, and highways, but to meet any emergency which might arise, and to expand the town properties by purchase.

It is evident from the trust deed of 1600 that the authority to ensure that the lands and properties of Melton Mowbray were employed to the best use of the inhabitants, lay with the inhabitants themselves. The position of the feoffees as inferred from the 1600 deed presents a marked contrast to their position in the earliest trust deed of the town, that of 1549. In this feoffment the responsibility for employing the profits of the Spittal Chapel estate to support a schoolmaster rests with the feoffees, as does the responsibility for making a new feoffment in order to continue the trust. By 1600 the status of the feoffees was that of guardians of the estate; they were there simply to put the Town Estate on a legal basis, but were not themselves active in managing the affairs of the trust. The feoffees were the legal owners of the property they held in trust; because they satisfied the law's demand for a definite owner, they were the means

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(1) Trafford & Lacy acc. 1564-65, 1566-71; Chris. Whitehead's acc. 1564-69.

by which the unincorporated inhabitants of Melton Mowbray were able to enjoy common property. The purpose of the trust deed was not only to establish the feoffees, but also to impose restrictions on them, and protect the beneficiaries of the trust, the inhabitants of the town. The constitutional advance of the Melton Mowbray Town Estate is evident from a comparison between the trust deeds of 1549 and 1600; the latter shows a much more sophisticated use of the opportunities afforded by the law of trusts.

In the trust deed of 1600 the feoffees were instructed to allow the inhabitants to use the Spinneys and the Orgar Leys as free pasture, and they were to uphold the regulations regarding the government of the common lands as set out in the trust deed. The purpose of the trust was to ensure that the profits of the town lands were employed for the common good; the feoffees were to uphold this purpose, but were deprived of any part in deciding how the profits were to be used, or any part in the administration of the estate. The capacity to "sue and be sued" was effected by non-corporate bodies in the persons of the feoffees, who, as legal owners, could sue and be sued. The 1600 Melton Mowbray deed of trust delegates this authority to the Town-Wardens, who were given full power and authority to sue and implead in any lawful court, in the name of the feoffees, anyone trespassing or offending on the town property, in as full and ample a manner as the feoffees might do if they were personally present. The Town-Wardens were responsible for leasing the property, but it was necessary for the leases to be signed, sealed and delivered by the feoffees living at that time in order "to make the same good in law to all intentes & purposes as

if the said feoffees had letten the same leases themselves". In the event of any controversy arising in the town concerning the management of the estate, the task of settling it lay not with the feoffees, but with ten or twelve inhabitants of the best estimation. Moreover it was in the power of these ten or twelve inhabitants to dismiss any of the feoffees, presumably for irregular conduct, for the deed states that "Roger Chantler, Henry Lacie, George Bury, Roberte Trigge, Brian Wythers, Edward Wormell, William Parker, William Mabbes, & Thomas Owndell or suche as shall survive, shall within one quarter of a yere, whensoever they or any of them shalbe herevnto required, By ten or xij of the Inhabitants of the saide towne of Melton, of the best estimacon as aforesaid, at the proper coste & charges in the lawe of the said Inhabitants release all their right title & interest in the said premisses vnto the residue of the said feoffees then living". Even the right to choose new feoffees and the right to decide when a new feoffment was necessary now lay with ten or twelve inhabitants of the best estimation, and not with the feoffees themselves, as in the trust deed of 1549.

The municipal advance of the Town Trust is further indicated by those clauses in the 1600 deed of trust which relate to the use of the profits of the estate. Whereas in the deed of 1549 the specific purpose of the trust is stated, the 1600 deed of trust assigns to ten or twelve inhabitants the task of using the profits as they thought appropriate for the good of the town, indicating that the inhabitants were anxious to use their property in a more ample way than they were willing to specify in the trust deed.

The trust deed of 1600 therefore delegates authority to the Town-Wardens and to ten or twelve inhabitants of the best estimation. The Town-Wardens were administrative officials; their accounts show that two of them were elected annually at a meeting of the inhabitants held in the parish church, and that they were responsible for collecting the rents of the properties and accounting for the expenditure of the income. The trust deed makes them the representatives of the town in any legal action; they were also responsible for drawing up leases of the town lands, with the proviso that the leases were to have the written consent of ten or twelve inhabitants of the best estimation, otherwise they would be void and of no effect. The authority of the Town-Wardens was restricted because they were subject to this supervision, and were responsible to all the inhabitants because of their annual election. The powers of both the feoffees and the Town-Wardens were restricted because they were made responsible to the ten or twelve inhabitants of the best estimation. Just as no provision was made for the election of the Town-Wardens in the trust deed, so no special provision was made for choosing the ten or twelve inhabitants of the best estimation. There is no indication that these ten or twelve inhabitants formed anything in the nature of a permanent committee or select vestry; it is probable that they were chosen at a meeting of all the inhabitants in the parish church, and that a particular group was chosen to meet a particular occasion. In 1582 the twelve were nominated by two of the county gentry.<sup>(1)</sup> The choice was probably self-evident; the same names appear as auditors, witnesses and officials

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(1) See below, p.105.

throughout the sixteenth century. The feoffees themselves were eligible to be appointed as members of this advisory committee. The task of deciding on how the proceeds of the wood cut from the Spinneys and the profits of the lands and properties were to be employed; the task of vetting the leases, supervising the feoffees and providing for the making of a new feoffment, lay with a group of the inhabitants who were chosen by, and were therefore responsible to, the body of the inhabitants.

By 1600 the town trust deed had developed from one which gave the feoffees governing authority into one which gave the inhabitants of Melton Mowbray a wide measure of self-government. This advanced form of trust had probably taken shape by 1573, for, in the Spinney feoffment of that year, the position of the feoffees, Town-Wardens, and the ten or twelve inhabitants of the best estimation are identical to those discussed above, save that the clauses in the 1600 deed which stipulate that the leases must be signed, sealed, and delivered by the feoffees, and drawn up with the written consent of the ten or twelve inhabitants, are omitted; the effect of the additional clauses in the 1600 deed was to restrict the authority of the Town-Wardens. Apart from this the clauses of the Spinney trust deed are in every respect identical to those of the deed of 1600, the only difference between the two deeds being that in 1573 the terms of the trust applied only to the Spinneys. Since no other trust deed, apart from that of 1549, is extant, we do not know when the terms of the 1600 deed of trust were first applied to the bulk of the town properties.

The administrative records of the Town Estate show that the government of the town had, from an early date, depended on meetings of all the inhabitants in the parish church; here officials were elected, the town accounts audited, and the town's affairs discussed and decisions made. After 1572 some of these meetings, particularly any extra-ordinary meetings, were recorded in the Town Estate minute book; that which took place on 29 April 1582 is of particular interest when discussing the constitutional development of the Town Trust.

At the request of Thomas Chauncey alias Gyles, one of the townsmen, Edward Pate, Esq., and William Hartopp, gentleman, two of the neighbouring gentry, came to Melton Mowbray "And then and there upon the meeting of all or the most part of the Inhabitants within the church of the same town did move them for the repairing and amending of the Church, bridges, highways, and pavements of and about the same town. And for and upon other good causes and orders to be had and made as well for the letting and setting and leasing of all the lands and tenements and shops, as for the expelling, removing, or changing the tenements of the same town, and for other good orders to be had amongst the same townsmen. There was chosen at the general request of the whole company by the said Edward Pate and William Hartoppe, twelve men which nominate and appoint five of the same twelve to let, set or lease, or otherwise to improve the same lands and tenements And to take order for other causes concerning the estate and commonwealth of the same town and inhabitants as in stinting the number of beasts to be put upon the common pasture or for the repairing of the Church and churchyard of the same town. Which twelve men so

nominated and appointed did elect and choose these five men:  
viz. William Lacye, Thomas Chauncey alias Gyles, Henry Shipwarde,  
John Wythers, and Michael Bentley. And at the same time all  
the tenants of the same town yielded their consent that these five  
above named should take order in their discretions for the levying  
receiving, taking and disbursing of all such sums of money as shall  
come and grow upon the fines and profits of the same lands and in  
employing the same to the intents and benefits of the same town  
and inhabitants. By virtue of which election and authority by  
common consent the five above named took upon them the matters in  
that choice comitted and have sold the gorse in the Spinneys and let  
other grounds" in order that the bridges, pavements, the church roof  
and walls might be mended, and the Orgar Leys purchased from Mr Pagnam.

It appears that by 1582 the town's affairs had got into some  
disorder and this meeting was called to remedy the situation with  
the advice of two of the local gentry. As this is the only town  
meeting for which a full record exists, it is not possible to say  
whether or not it was usual for the gentry to be called in; but it  
is clear that the gentry took an active interest in the town's affairs.  
On this occasion Pate and Hartopp chose a committee of twelve men, who  
then elected from amongst themselves five administrators, none of  
whom was a Town-Warden, though Michael Bentley was a Spinney feoffee.  
Apparently neither feoffees or Town-Wardens played a prominent  
role in the proceedings. If the terms of the 1600 deed of trust had

applied in 1582 one might have expected the Town-Wardens to have been mentioned in connection with the leasing of the properties; on the other hand, they may still have played the role assigned to them under the terms of that deed, although no particular reference is made to them in the account of the meeting. Although the trust deed of 1600 does not refer to calling in the gentry as advisors, or to appointing a sub-committee of five, its terms are not so precise as to preclude such events. The main point about the terms of the trust deed of 1600 is that the affairs of the town were to be regulated by a committee of ten or twelve of the inhabitants of the best estimation, with the consent of all the inhabitants; and with these conditions the meeting of 1582 fully conforms. It is, therefore, very likely that by 1582 the terms of the trust deed of 1600 had been applied not only to the Spinneys but to the whole of the town properties; or that, even if the constitution had not yet fully advanced to the position of 1600, a considerable development towards it had been made.

Amongst the Melton Mowbray Town Estate records there are two sixteenth-century memoranda of legal advice. One is entitled "Questions moved to Mr Horne by vs and his answer to the same", and the other", "Questions to be moved or to counsell viz. Mr Fermor". Their content implies that the townsmen sought legal advice before drawing up the town's deed of trust. Although neither memorandum is dated, it is likely that Mr Fermor's advice was sought as a preliminary to making the 1600 deed of trust, whilst the other memorandum is probably of earlier date since it was apparently made

before the purchase of the Orgar Leys, the first entry being a query "whither we having bene comoners to Orgar Leys time out of mynde mighte enjoye the same payeing or accustomed Rente", to which the answer was "yea". The townsmen then demanded of Mr Horne "whether or feoffees of trust for or town land might avowe to distreyne the tenants for non-payment of rent", and "Whether the same feoffees infeoffing others in the same lands might upon a new feoffment in an indenture declare the express and severall uses whereto we would ymploye the said lands & tenements. And also set down an order in the same indenture of vses howe, by whome and in what sorte the same landes shalbe governed", to which Mr Horne replied in the affirmative. "Touching the Spinnies His answer was that we might outlet them to any particular persons without a general consent. Nevertheless as towching the order & government thereof his answer was that any or xii of the best reputation might avowe and insist the taking of a distresse vppon the ground in case of surcharge. Being demanded whether the lesser parte and number of the freeholders weare to be overruled his answer was that of comon right they weare to enjoye their comon. But nevertheless for the welfare of the towne wee might by petition bridle and overewle them in the Chauncerye".

Further light is thrown on the legal problems which had to be faced in the second memorandum. The townsmen asked Mr Fermor "Whether or towne land being in feoffment & nowe in use expressed in the feoffment, may be transferred to a new feoffment and upon

alteration of the same whether the said feoffees may covenant by indenture with their successors for the better ordering unto and government of the same lands", and were referred to "the statute concerning the same made in 23 Henry V111.<sup>(1)</sup> According to Mr Fermor the feoffees for the time being could distrain the tenants, who were tenants at will, for default of rent and for repairs to the properties. Upon alteration of the first feoffment, any of the old feoffees could be put into the new feoffment if they first released to their old fellow feoffees. The feoffees for the time being could make sufficient leases of the town lands for twenty-one years without danger to themselves, provided this condition was inserted in the lease. The townsmen further enquired "Whether in case of necessitye for the benefit of the towne we may lawfully let our towne neates pasture or anie parte thereof according to the purporte of the indenture regarding the vse of the same", to which Mr Fermor replied "not otherwise than by a general consent". Advice was sought about whether "wee may grant by Indenture or lease parcell of the goske or fyres growing vppon our neates pasture which have been heretofore accustomed to be sold to the vse of the town, and also the shredding of wood & willowes"; to this Mr Fermor replied that "according to such ancient custom as hath bene time out of mind used none may do so", yet the administrative records show that it was done. The townsmen also asked "Whether any ground being used in the fields in comon maye by the consent of the greater number be used & held

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(1) 23 Henry V111 c 10; see above, p.6.

for 21 yrs in severaltie for a common benefit to the townes behoof, the comons of so much cattell being abated as the same grounde would keep in the common time. And if the same may not stand in law whether yt may be holden by equitie in the chauncerie"; to which Mr Fermor replied that this could not be done except by custom or general consent. Advice was also sought as to "Whether the inhabitants being unruly in felling the hedges and wormstalles growing in our common neates pasture may be restrained by order of law & how the same may be done"; in this case the "feoffees are to governe & binde them".

The trust was a means by which an unincorporated town could develop self-government, but the degree of freedom so acquired was determined by the town's deed of trust. The extent of the inhabitants authority, and the role played by the feoffees in the government of the town, varied according to the terms of the individual trust deed, as did the extent to which the purposes of the trust were specified, and therefore limited. A comparison between the Melton Mowbray trust deed of 1600 and the trust deeds of other towns shows that in Melton a particularly advanced form of trust government had developed.

The Rotherham trust deed of 1589<sup>(1)</sup> allows the feoffees an active part in the administration of the estate, but imposes certain restrictions on their activities, and makes them ultimately responsible to the inhabitants. The twelve feoffees were responsible for applying the profits of the town lands to the benefit of the inhabitants, but only in accordance with the precise purposes set out in the trust deed. Two feoffees, chosen each year by lot, were to serve

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(1) Mackenzie, op.cit. p.2.

as Common Greaves to collect the rents, but they had to make a statement of their accounts yearly on Lammas Day in the parish church, presumably before all the inhabitants. The feoffees were also responsible for leasing the town lands, but the trust deed provides that they were to be leased in periods of twenty-one years and for rents not lower than those obtaining in 1589; moreover, the feoffees were expressly forbidden to hold or speculate in the common lands. When the number of feoffees was reduced to six, a new election was to be held; since the trust deed specified that feoffees must be resident in the town of Rotherham the number could be depleted either through death, or through a removal from the town. In 1584, a number of townsmen purchased properties which were to be "employed to such uses intents and purposes as shall be agreed upon by the Cheeffest parte of the Inhabitants of the Towne of Rotherham". Although no exact provision is made for the election of the feoffees in the 1589 deed of trust, it seems likely that it lay with "the Cheeffest parte of the inhabitants". It is clear that Rotherham had a more rigid constitution than did Melton Mowbray; the feoffees, as guardians and administrators of the estate, were strictly bound by the terms of the trust deed, whilst the inhabitants were rendered non-effective in the management of the estate, and voiced their ultimate authority only on those occasions when the accounts were rendered, or new feoffees were elected.

The Bridlington trust deed of 1636<sup>(1)</sup> sets out certain purposes to which the feoffees should apply the profits of the manor, but leaves them free to apply any surplus "for the public use and benefit of the town" as they thought appropriate. The thirteen feoffees were the administrators of the estate, appointing any officials from amongst themselves, but they were assisted by, and to some extent were responsible to, twelve assistants who were originally elected by all the tenants of the manor at a public meeting for this purpose. When the number of feoffees was reduced by death to seven, the remainder were to make up their number, within one month, from amongst their twelve assistants;<sup>(2)</sup> the number of assistants was then to be made up by election at a public meeting of the tenants. This was the only occasion when the majority of the inhabitants took any direct share in the government of the trust. The feoffees accounts were audited twice yearly, not, however, at a public meeting, but at a meeting of the feoffees and their twelve assistants. Moreover, any controversy which arose was to be decided by the feoffees and the twelve. The part which the inhabitants played in the affairs of the town was reduced to a minimum, and consequently is a complete reversal of the situation in Melton Mowbray.

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(1) Purvis, op.cit., pp.86-105.

(2) See G.H.Martin, The Royal Charters of Grantham, 1963, p.14., for a similar provision in the constitution of an incorporated borough.

The position of the feoffees was less rigidly defined than at Rotherham, for they were given plenty of scope to govern the town and develop the trust to meet the public need as the trustees defined it. At Rotherham there was a more even balance of authority between the feoffees and the rest of the inhabitants.

In no other town trust deed which has been examined do we find the same authority to govern themselves given to the inhabitants at large as in the Melton Mowbray Trust Deed of 1600. Nor does any other trust deed define the purposes of the trust in such general terms. It is usual to find that the feoffees were given some authority to govern and administer the trust properties for the benefit of the inhabitants, but in Melton Mowbray the feoffees were deprived of any real authority, and remained only as necessary legal symbols. In Melton Mowbray the feoffment to use was applied in a most unusual way, for the feoffees, although legal owners of the property, had little effective control over its property. The inhabitants were given authority to administer the properties and apply the profits as they thought appropriate for the good of the town; the lack of precise details in the trust deed regarding the administration and purposes of the trust enabled the townsmen to legislate, to impose discipline, and generally to order the affairs of the town. They were also given the authority to dismiss and elect new feoffees when they considered this to be necessary; even the capacity to sue and be sued, which was legally invested in the feoffees as owners, was delegated to the Town-Wardens. Behind the "wall of feoffees", which they themselves had created, the unincorporated body of the inhabitants of Melton Mowbray assumed the character and authority of a corporation.

CHAPTER IV.

RECORDS

Apart from the current records, all documents concerning the Melton Mowbray Town Estate, from its inception to the twentieth century, have been deposited in the Leicestershire County Records Office. The sixteenth- and early seventeenth-century records, and 145 deeds dating from 1341 to 1751, were taken from the parish chest in the church of St Mary, and placed on temporary loan by Canon C.M.S. Clarke, vicar of Melton, in 1948. The sixteenth- and early seventeenth-century parish registers, Church-Wardens' accounts, Constables' and Poor Law papers, were deposited at the same time. Although some later parochial records are in the County Records Office by virtue of this deposit, the bulk of the later Melton Parish records remain in the parish chest. The parish chest also contains the earliest Church-Wardens' accounts (1547-1558), and two Spinney-Wardens' accounts (1556-1558), as these were only discovered in recent years after the early records had been deposited with the County Archivist.

The Town-Wardens have deposited records in the County Records Office on two occasions. The latest deposit, made in 1961, consists largely of accounts and deeds of the late nineteenth and early twentieth century. The first deposit, made by Mr J.E. Brownlow in 1948,

includes the trust deed of 1600, the first minute book, beginning in 1573 and some Constables' papers of the late sixteenth and the seventeenth century, but these are the earliest records in this collection. The majority of seventeenth-century Town Estate records, as well as those of the sixteenth-century, form part of the church collection; those documents deposited by Mr Brownlow cover the activities of the Estate in the eighteenth and nineteenth centuries.

The history of local government in Melton Mowbray is well-documented, and it is possible to trace the events, the activities, and the development in the government of the town from the sixteenth century to the present day. Because the Town Estate dominated local affairs there is some confusion between those documents specifically concerned with the management of the Estate and those records which belong to a national system of local government. Amongst the Town Estate records of the eighteenth and nineteenth centuries there are Constables' papers and accounts of the Overseers of the Poor, whilst Town Estate records of the sixteenth and seventeenth centuries are to be found in the parish chest. The records of the Town Estate from the seventeenth century to the present day will not be discussed in this chapter, the purpose of which is to examine the surviving sixteenth-century records, particularly those concerned with the administration of the Town Estate.

The earliest surviving documents belong to the township and parish of Melton Mowbray are six deeds dated 1349, 1384 (2), 1456, 1495 and 1516, all relating to local properties.<sup>(1)</sup> It is not until 1547, with the first Church-Wardens' account, that the fine collection of administrative records begins. The parochial records from 1547 to the end of the sixteenth century are extensive. The parish register (1546 to 1641) is complete save for the years 1546, and 1577 to 1580, and the sequence of Church-Wardens' accounts, which generally take the form of annual booklets, has very few gaps between 1547 and 1600. The first record of the Constables is an assessment and receipt for a fifteenth and a tenth dated 1555, and between 1571 and 1600 there are eighteen other papers of the same nature, as well as a number of account books, the first of which is that for 1591 to 1592. The accounts of the Overseers of the Poor begin in 1565, and eleven others of these annual accounts have survived before 1600. These records are characteristic of any parish in the sixteenth century, and apart from the earliest Church-Wardens' accounts, which throw light on the transition from Guild to Trust government, they affect a discussion of the Town Estate only because the Estate regulated and exercised authority over all the affairs of the community. It is not, therefore, proposed to discuss these documents in detail.

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(1) Appendix V1: Deeds No.1-6.

The administrative records of the Town Estate begin in 1556, the date of the first extant Town-Wardens' account. No records of the Town Estate have survived for the years between the Dissolution of the Chantries and 1556, though it is clear that the series of Town-Wardens' accounts began at an earlier date. Between 1556 and 1563 the only records of the Town Estate are the Town-Wardens' accounts, the Spinney-Wardens' accounts, beginning in 1556 - which are not, strictly speaking, Town Estate records since the Spinneys were not purchased until 1564 - and three "Lord of Melton" accounts dated 1556, 1559 and 1563.<sup>(1)</sup> From 1564, with the purchase of the Spinneys, the administrative records increase in volume; the Spinney purchase, the Exchequer suit, and the Chancery suit all produced extra-ordinary accounts. Although after the purchase of the Spinneys the Spinney-Wardens' accounts ceased, the Town-Wardens' accounts continued throughout the sixteenth century, and are reasonably complete save for the years between 1567 and 1582. There are odd accounts covering these years, suggesting that accounts were made, but it is possible that the litigation over the town lands, which was almost continuous from 1568 to 1578, disrupted the normal administrative business of the Estate. In 1573 a minute book was started; this was later supplemented by two books of memoranda

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(1) See Appendix II.

which also record the general affairs of the town. These are the chief administrative records of the Town Estate although, particularly for the later years of the sixteenth century, there are other papers which supplement them.

The principal<sup>al</sup> administrative officers of the Town Estate were the Town-Wardens, also described as the rent-gathers, or rent-collectors, of the town lands and houses. Their accounts are the chief source of information about the income and expenditure of the Town Estate. Twenty sixteenth-century account booklets have survived, and although these are by no means uniform in every respect, they have certain common characteristics. Each is a paper booklet inscribed, usually on its cover, with the names of the two Wardens and the period which their account covers. The "Charge" each year consisted of the rents received for the town lands and properties, the arrears of rent for previous years, and the fines received on the leasing of land and property. Often other sources of income are entered; for example, the sale of gorse kiddes cut from the Spinnies, or the profits of the Whitsuntide festivities.<sup>(1)</sup> The "Discharge" consisted of regular yearly payments, and payments made for particular purposes in the various years. A number of annual rents were paid by the town, and these are seldom omitted from the accounts. The payment of wages to officials, and expenditure on highways, bridges, and church fluctuate, as do the payments made towards the national charges of the town such as fifteenths. Where any extraordinary business, such as the law

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(1) Appendix II

suits over the town lands, caused a heavy financial pressure, the normal commitments of the town were neglected. Apart from information about the town properties and finance, the accounts provide a commentary on the affairs of the town in a particular year. The total "Charge" and "Discharge" are summarised at the end of each account and the difference noted. The accounts were audited "before the parishe", or they were "viewed in the presence of ...", followed by the signatures of prominent townsmen the number of which varied, but after which was normally added "and others" who were unnamed. At the audit, which took place in the parish church, the surplus money was delivered to the new wardens, who were elected at the same meeting; where the same wardens continued in office for more than one year their re-election is not usually noted.

Although the accounts conform to a basic pattern, they differ considerably in detail. Because the town rents were due half yearly at Michaelmas and the Annunciation, the financial year was adaptable, thus we find that some accounts begin at Michaelmas and others at the Annunciation, and it is not uncommon to find an account which extends over, for example, two years and a half. Most of the accounts are, however, for one or two "whole" years. The accounts also vary in physical appearance, handwriting, in the arrangement of the contents and in method of accounting the rents due to the town.

The booklets which cover the years 1556 to 1560 are long and narrow. The first two are complete and were obviously drawn up by the same person, as the writing is the same and the contents are noted in the same fashion; in both these years the Wardens were Richard Trafford and Thomas Postern. The third account is incomplete, although saved to some extent by repair. This is in a different hand, and the way in which the contents are noted indicate that a different person was drawing it up; in this year Trafford and Postern were again Wardens. The dates which the accounts cover are 24 September 1556 to 19 September 1557, and 19 September 1557 to 18 December 1558, the second date being the date on which the account was audited, and the first date being the date from which the account, which was for one whole year, began. With the third account there is some variation, for this runs from 15 January 1559 to 1 January 1560. At this point there appears to be a gap in the sequence of Town-Wardens' accounts, for the next account is called the account of Robert Odham and Dennis Shepherd for one whole year ending at Michaelmas 1561. They refer in their "Charge" to their previous account, which probably began on 1 January 1560 and ended with the collection of all rents due at Michaelmas 1560.

The years from 1560 to 1563 are covered by the three accounts of Robert Odham and Dennis Shepherd. They differ in appearance from the previous series, being small square paper booklets. These are dated on their covers from Michaelmas to Michaelmas, but are audited

in the Spring of the following year, on 8 February, 14 March and 9 April respectively. There is no note in any of these accounts about the re-election of the Wardens. The last account however, refers to the delivery to their successors of certain pieces of town armour, therefore it is to be assumed that there was a change of wardens at this point. The accounts for the years 1563 to 1564, and 1564 to 1565, are missing, but it is clear from a reference in the account for 1565 to 1566 that John Withers and James Levett were Town Wardens for the previous year. The two accounts of Town-Wardens Robert Odham and Hugh Lacy for the years 1565 to 1567 are, in appearance and form, identical to the earlier accounts of Robert Odham described above. They are dated on their covers from Michaelmas to Michaelmas and are audited in the following year, on 1 June and 2 February respectively. They are small square paper booklets written in the same small neat hand as the previous three accounts; a contrast to the earlier accounts since the first two of these are written in a comparatively large untidy hand, whilst the third, although in the same style, is somewhat neater.

There is now a substantial gap in the sequence of accounts: between 1567 and 1582 only two Town-Wardens' accounts have survived. In the earliest of these, that audited on 14 December 1572, the names of the Wardens are not stated, probably because the first page is lost. It is clear from the rental that the account was for two years ending at Michaelmas 1572. In physical appearance this account differs from either of the two earlier series. Whereas the first three accounts are long and narrow, and the others small and square,

this account is a large oblong being the full area of the pages which had been folded to form the earlier account booklets; the remaining sixteenth-century Town-Wardens' accounts are all this shape, though they vary considerably in thickness. It is much more impressively written than any of the earlier accounts; the hand is large and clear, with the headings and first words written with a thicker stroke of the pen. The account of John Lacy and William Tryg, which began in January 1576 and was audited on 12 January 1577, is a poor specimen in comparison. It is the same size as the previous account but is very untidily written in two hands; one of these is large and if undated would give the impression of being earlier sixteenth-century, probably being written by an older man; the other is small, scrawly and almost indecipherable. Moreover, the account appears to be incomplete. Bryan Shyers and William Polley were elected wardens for the following year, but their account had not survived.

The next surviving account is entitled "The accompte of vs Ambrose Lane and Henrie Gulsonne chosen towne wardens to collecte and gather the rents due to the same towne for ij yeares begining at the Annunciatiõ of oure Ladie the virgin" 1582. In fact Lane and Gulson continued in office as Town-Wardens until 1589, and their account for these years was audited on 5 October 1589. This is the only account which covers such a long period of time, the usual length being one or two years; however, within this account there are, as it were, five shorter accounts. The account is divided into sections, each of which is drawn up as a separate account. The Wardens first charge themselves

with the rents due for two whole years beginning at the Annunciation 1584 and ending at Michaelmas 1583; they then note the expenditure for that period. The next section is from Annunciation 1584 to Annunciation 1586 "and for that half yeares rent due Annunciation 1586 being two yeares and a half". The remaining three sections cover one year each, namely Michaelmas 1586 and Annunciation 1587, Michaelmas 1587 and Annunciation 1588, and Michaelmas 1588 and Annunciation 1589. The account is in the same handwriting throughout but the arrangement of the sections varies. In the first two sections the "Disbcharge" is divided into "Discharge for payment of Rentes" and "Discharge by payments extraordinary"; but in later sections the accountants revert to the more normal procedure of not differentiating between the rents and other expenditure; they do, however, note that their Discharge is "aswel by Rentes paid aswel as other money laid forth" and group the payment of rents together at the beginning of the Discharge. In the following three accounts this method is followed. In other ways this account is more elaborately subdivided than usual; for example, in the first "Charge" we find the heading "Charge per Receipts extraordinary 1586" and "Charges of fines receaved by vs 1586", entries which are not usually so precisely defined.

The sequence of Town-Wardens' accounts from 1582 until 1600 is complete, except that the account for 1598 has survived only as a fragment. The four accounts which cover the years 1589 to 1595 are very similar, although there was a variety of wardens during this period. Apart from the last one they are in the same hand, although

the middle two are distinguished by the use of a wider stroke of the pen on the headings. The first account, that of Henry Gulson and Henry Shipward, is dated from Michaelmas 1589 to Michaelmas 1590, and was audited on 4 October 1590. The next account, that of Henry Shipward and Hugh Elwood, was for "five half yeares begininge at Michaelmas 1590 and ending at Michaelmas 1592," and was audited on 15 March 1593. In both the following years William Trigge was one of the Town-Wardens, first with Thomas Blythe and then with Mathewe Lacye as his co-Wardens. His first account is dated from Michaelmas 1592 to Michaelmas 1594, no auditing date being recorded, whilst his second account is dated from Annunciation 1595 to Annunciation 1596, and was audited on 28 March 1596.

Where the accounts are dated for one whole year from "Michaelmas to Michaelmas" or from "Annunciation to Annunciation" it is difficult to ascertain which two half-yearly rents the Wardens collected, since the title implies that three half-yearly rents were collected. All the accounts from 1560 to 1567 are dated for one year from "Michaelmas to Michaelmas"; as they were all audited in the Spring of the following year the Wardens probably collected the Lady Day and Michaelmas rents in that order. On the other hand with the account for Michaelmas 1589 to Michaelmas 1590, the Wardens collected the Michaelmas and Lady Day rents in that order, since the previous account closes with the collection of rents due at Annunciation 1589; this account (1589 to 1590) is audited in the autumn of 1590. The following account is for five half-years and ends with the collection of rents due Michaelmas 1592; this account is audited in the spring of the following year.

Thus although the succeeding account is dated from Michaelmas 1592 to Michaelmas 1594 the wardens began with the collection of rents due at Annunciation 1593 and ended with the collection of rents due Michaelmas 1594. The following account, which is dated from Annunciation 1595 to Annunciation 1596, notes the rents paid at Lady Day 1595 and Michaelmas 1595 and is audited in March 1596. It is probably true to say that where an account is audited early in the following year, the last rents collected were those due the preceding Michaelmas; and where the account is audited in the autumn of the year of the account, the last rents collected were those due the preceding Lady Day.

The group of accounts which cover the years 1596 to 1600 form a distinct series, with the exception of the fragment for 1598. The precise date of this account is unknown, though it is clear from the following account that Thomas Oundell was one of the Wardens. The other four accounts are complete and are annual accounts, the first beginning at the Annunciation 1596, and the others being for the years 1597, 1599 and 1600, no more precise dating being given. They were audited on 10 April 1597, 2 April 1598, probably on 1 May 1600, and on 1 May 1602 respectively. In each year William Alkyn was a Town-Warden and each account is signed "Bie me Wylliam Alkyn" in the same hand as the account. He was assisted by William Mabbes and Thomas Oundell - each of whom served one year with him - and, in the last two years, by Edward Homes. In a number of accounts it is evident that one of the Wardens took precedence over the others. There are three features of Alkyn's accounts which are not to be found in any of

the others. Firstly, the paper is ruled in columns; secondly, the Wardens discharge themselves of that sum of money which formed the difference between their receipts and expenditure, therefore the sum totals of Charge and Discharge always tally. Also, although in the first account the "Rente Roole of the townes landes", being the total rents due from the townsfolk for one year, is listed in full, in the following years the wardens charge themselves "with the hole yeares rent dew to the towne as per the bocke maye Apeare", referring to a separate rental; because the details of the rents due are not entered the remaining three accounts are very slim, using about three pages.

The Town-Wardens' accounts of the sixteenth century show two distinct methods of accounting the rents due from the town lands and properties. In the accounts from 1596 to 1600 the Wardens charge themselves with the whole of the rents due to the town in a particular year, and then they discharge themselves of those rents that were unpaid for that year. The accounts for 1560 to 1563, 1565 to 1567 and that for 1570 to 1572, also follow this method, but carry it further by charging themselves with the arrears due for years preceding their account, and then discharge themselves of the unpaid arrears. Thus, for example, in the 1570 to 1572 account there is a complete list of all the arrears due to the town "before Michaelmas 1565" - some of which were outstanding for as long as eleven years - and for 1566 and 1567. Thus the "Charge" of these accounts not only supplies us with a complete rent roll, but also with a complete list of outstanding arrears. In Alkyn's account arrears are only entered in the "Charge" as they are paid, therefore

the accounts do not provide information about the arrears due for previous years. The accounts for 1556 to 1559, 1576, and 1582 to 1595, follow a different method. The "Charge" does not consist of a complete rental for the town lands and properties, since the rents are only entered as they are received. And although the arrears due for the whole period of the particular account are noted at the end of the accounts for the years 1582 to 1595, these accounts only provide information about arrears due for previous years when these were actually paid.

The Town-Wardens' accounts were probably supplemented by other records, such as a list or total of the outstanding arrears due to the town, where these were not entered in the accounts; in some instances these are, in fact, entered in the minute book. It is also likely that there was a record of fines due from the townsfolk as these were only entered in the accounts as they were paid; there are several references to a "boke of fynes". Some records supplementary to the Town-Wardens' accounts have survived for the later years of the sixteenth century. A memorandum of 1585 to 1589 lists the fines due for 1585 and the "Townes Debts" for 1589; there is also a note of the arrears of rents and fines made 27 January 1593. Alkyn's first account begins with a "Rent Rowle" but his last three accounts refer to a "boke" in which the rents were listed; one of these rentals, that for 1600, has survived. There may have been others for the earlier sixteenth century, although where the "Charge" of the Wardens' account consisted of a rental this would be unnecessary.

In many of the Town-Wardens' accounts the first entry in the "Charge" was the amount received as surplus - where there was a surplus - from the previous year's account. In the account of 1576, and those from 1589 to 1595, this is not so, and there are references in these years to a Town Stock which suggests that during this period the surplus money was set aside in a town fund instead of being used by the succeeding wardens to meet the town's expenses. It is noticeable that this omission occurs in those accounts which follow the second method of accounting described above.

The Town-Wardens' accounts of the sixteenth century tend to run in series in each of which the accounts are uniform in physical appearance, handwriting, the arrangement of the contents, and the method of accounting. It is clear that each series was drawn up by the same person. To a large extent this pattern coincides with those periods during which the Wardens, or one of them, were the same throughout. This applies to the accounts from 1556 to 1558 when Richard Trafford and Thomas Postern were Wardens; to those accounts from 1560 to 1567 when Robert Odham was always a Warden, and to the four accounts of William Alkyn, 1596 to 1600. The Wardens may always have drawn up their own accounts, although the entries in Odhams accounts "For makinge our booke - viijjd" might suggest otherwise. (1)

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(1) This probably refers to stitching a paper booklet, rather than to the work of writing up the account.

There are two references in the accounts which indicate that persons other than the Wardens drew up the accounts; in that for 1570 to 1572 we find that two shillings were paid to "William Bryan for this book making", whilst in that for 1592 to 1594 two shillings were paid "John Roe for making vp the booke of our accountes for Castinge the Accompte & Wrytinge of them". It is probable that Roe was responsible for drawing up the accounts from 1589 to 1594 as these are very similar; in these years there were a variety of Wardens.

The accounts were compiled from bills, dockets, receipts and other documents which were the working account of the Wardens. Often there are references to these documents in the accounts, and it is probable that they were handed in together with the remaining balance of cash at the end of their term of office. The detail given in the accounts about the transactions represented by these documents varies. Although in the account for 1596 all entries are correctly dated and in chronological order, this is not usual. Apart from a series of receipts for a chief rent, none of these records has survived. The town paid a chief rent of 13s-4d a year to Richard Crymes of London. This rent was previously paid to Axholme Priory, Lincolnshire, but on 21 October 1546, some of the Priory lands were granted to John Maynard of St. Albans, Hertfordshire, and to Richard Crymes.<sup>(1)</sup> The grant included

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(1) Letters and Papers Foreign & Domestic, Henry V111, 332:57.

rents and services due from lands in Melton Mowbray which are detailed in the Letters Patent as follows:- Roger Waltham - 3s; Richard Ashley - 3s; John Athnull - 3s; the heir of Geoffrey Kirkstile - 5s.4d; which amounted to 13s.4d. The grant included the Rectory of Sileby, and the advowson of Sileby vicarage; from 1552 until 1559 the rent was paid to Hugh Gilbert of Sileby, and thereafter to William Gilbert of Silebie, "to the use of" Richard Crymes. Twenty-one sixteenth-century receipts have survived, the earliest of which is for 1552 and the last for 1598. Some are receipts for a half-year's rent of 6s.8d. due at Michaelmas and Lady Day; others are for one whole year's chief rent.

Over sixteenth-century Town Estate accounts have survived apart from those of the Town-Wardens. At Easter and Whitsuntide the townsfolk of Melton Mowbray organised festivities which included the election of a mock "Lord of Melton" and the performance of Robin Hood plays. In 1556, 1559 and 1563 the proceeds were employed specifically towards the repair of the church, bridges and highways, and three "Lord of Melton" accounts for these years have survived. The earliest account is for 1556 and was audited on 7 March 1557, being drawn up by Thomas Postern. The next account is entitled "The Reckoning and Account of me Christopher Whitehead for money received 22 May 1559 the Lords money at Easter and Whitsonday Anno vt supra as herein more plainly appears", and was audited on 8 February 1562. The last account was that of Robert Odam junior "being chosen and nominated the Lord of Melton at Whitsunday 1563 to gather the devotion of the town and country which is to be bestowed for the repairing and mending the highways".<sup>(1)</sup>

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(1) Appendix II.

For the period from 1564 to 1579 there are a number of accounts which were drawn up for particular purposes, namely on the purchase of the Spinneys and the law suits in the Court of the Exchequer and in Chancery. Richard Trafford and Hugh Lacy made two accounts, that for the years 1564 to 1565, audited on 12 June 1565, being concerned with the purchase of the Spinneys, whilst that dated from 1 May 1566 to 8 February 1571 for the "sutes and Affayres" of Melton Mowbray was concerned with both the Spinney purchase and the suit in the Exchequer. Christopher Whitehead also made two accounts, and although neither of the actual accounts have survived, a contemporary abstract of both has. The first account, 1564 to 2 November 1567, was a "Book of Fines" for the town lands, whilst the second, 1564 to 30 June 1569, was concerned with the purchase of the Spinneys and the Exchequer suit. The law suit in the Exchequer was closely followed by that in Chancery; and incomplete account dated from January 1577 to 1579 is concerned with the expenditure caused by the Chancery suit, the accountant being William Trigg. These accounts are invaluable as they provide, in their "Discharge", a commentary on the events, whilst their "Charge" indicates how the townsmen organised their resources to meet the extraordinary expenditure incurred. All these accounts, and those of the "Lord of Melton", follow the same method of auditing as that found in the Town-Wardens' accounts.

The series of Spinney-Wardens' accounts (1555 to 1562) described in Chapter II are the only surviving records of the administration of the Spinneys before the townsmen bought it. Those Spinney-Wardens'

accounts for 1564 to 1565, and 1565 to 1566, deal not only with the normal administration of the Spinneys but also with raising funds for the purchase. It is clear that there were other Spinney-Wardens' accounts and administrative papers concerning the purchase, but only a few of them have survived. Apart from an abstract of arrears due from the inhabitants for their stint in the Spinneys (1564) and an undated copy of the same, there is an assessment of the inhabitants according to their stint in the Spinneys (1565). The significance of these papers has been discussed, with the Spinney-Wardens' accounts in Chapter II. In the collection of the Town Estate records there is a noticeable absence of bills and receipts from which the accounts were drawn up. Fortunately the receipt of John Draper for £33, which records the agreement made between him and the townsmen for the sale of his lease of the Spinneys, has survived, the payment being entered in the Spinney-Wardens' accounts for 1565 to 1566. After the purchase, when the Spinney-Wardens no longer drew up accounts, information about the administration of the common lands is to be found chiefly in the minute book and the memoranda booklets of 1579-83, and 1584-89.

Throughout the sixteenth century the administrative records of the Town Estate were written on paper, a complete sheet of which measured approximately 12" by 16". There are two varieties of this paper, each of which is distinguished by its watermark, one being a "gauntlet" emblem and the other an "urn" emblem. Whilst the "gauntlet" paper is characteristic of the earlier Estate records, that with an "urn" watermark is usually found in the later sixteenth century records, an approximate dividing line being the mid-1560s. The only exception is

the paper used for the Town-Wardens' account of 1599 which had a "clover" emblem watermark. The three types of account booklets - long and narrow, square, and oblong - were made by folding or by cutting and folding this paper, the booklets being sewn down the centre. The long narrow booklets tend to be characteristic of the earlier accounts, those which were square are chiefly found in the early 1560s, whilst the oblong ones are characteristic of the later years of the sixteenth century and there are far more of these. The minute book and its two supplements are all this size, the supplements being like the later account booklets but thicker. There are exceptions to this general ruling, for example, the earliest Spinney-Wardens' account (1556) is oblong. Where this paper was used for copies and drafts of legal documents the full paper is used being joined at the top as was customary with legal records.

It has already been observed that where the same Town-Wardens were in office for a number of years their accounts tend to be uniform in physical appearance, layout and hand-writing; this also applies to the Spinney-Wardens' accounts. Except for the accounts of Richard Trafford and Hugh Lacy, the other town accounts and the Lord of Melton accounts are all individual accounts drawn up by different persons. In the minute book the entries are written in a variety of hands, although they are often the same for long periods. Both the minute book supplements could have been written by the same person, as there is no such distinct break in style as found in the minute book. The question of the authorship of these documents naturally arises.

On some occasions the Wardens appear to have drawn up their own accounts; on others they employed someone else to write them; presumably it depended on whether or not the Wardens themselves were apt scribes. Although some of the accounts suggest that the person who wrote them was not particularly adept, for the most part they are neatly written. There is evidence to suggest that the townsmen paid one of their number to keep the minute book; in 1615 Mr Jo. Hall was appointed to "keep the town book for the registering of accounts and other business for 5s a year as Matthew Lacy did before him", and such an arrangement may have applied at an earlier date.<sup>(1)</sup> The Town-Wardens' accounts show that between 1556 and 1560 the "olde clark" or "Father Clark" was paid an annual wage of £2.6s.8d. until Lady Day 1558 when it rose to £3.6s.8d. a year, and between 1596 and 1600 Thomas Hankyn, clerk, was paid 20s. a year. To neither of these persons, however, can be definitely assigned the task of writing up the town records, for an entry made in the minute book in 1610 clearly indicates that, at that date at least, Hankyn was paid his wage for looking after the clock and chyme, and bells.

The book commonly referred to as the "Minute Book" is a thick, brown, leather-bound volume, having inscribed on a red leather label on its spine, the title "Town Records 1575". This date is incorrect, since the first entry was made on 23 March 1573. The entries continue

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(1) "Town Records".

until 18 August 1794, filling 218 pages; 32 pages at the back of the book are filled with entries of wills, but about one third of the book is unused. The unused portion and a number of the eighteenth century entries are written on pale blue paper bearing the alternate watermarks "J. Holyoake" and a "Britannia" emblem, but the greater part of the volume consists of a natural-coloured paper bearing an "urn" watermark, which is typical of the sixteenth-century Town Estate records. Apparently the original sixteenth-century book was later rebound and enlarged by the addition of the blue sheets of paper. This is borne out by the survival of the original wrappers, which are parchment and inscribed with plain song.<sup>(1)</sup> The later end-papers are sheets of the blue paper already referred to. Some indication of the date of the rebinding is given by the presence between the two sets of end-papers of a field plan dated 1730.

The minute book records the town business transacted at meetings of the inhabitants held in the parish church. Not until the first half of the seventeenth-century is there any uniformity and regularity in these entries. Occasionally in the sixteenth-century entries it is actually stated that a meeting of the inhabitants was held in the parish church, and the business discussed and the decisions made at that particular meetings are

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(1) Probably made from a Mass Book or Antiphony; the content suggests that it may have been a special mass for St Peter.

recorded in detail. More often we find that only the decision on a particular subject is entered in the minute book, although the nature of the subjects implies that some discussion was necessary, and the recurrence of the phrases "by the general consent" and "before divers inhabitants" indicates that these decisions too were made at meetings of all, or a group of the inhabitants. The minute book in the sixteenth century is not a formal document; the entries are made in a spasmodic and haphazard fashion. In some years no entries were made, and it is evident that in most years not all the town's affairs were recorded.

The first entry is an account of Miles Bennes and William Lacye for certain money laid out in Hilary Term 1572 which was audited on 23 March 1573; this probably concerns the Chancery suit which began the year before the minute book was started.<sup>(1)</sup> The account includes the purchase of a paper book in London which was probably this minute book.<sup>(2)</sup> On 28 September in the same year, Richard Trafford delivered eleven town deeds to Mathewe Brokesby, William Lacie, Martin Ardin, and William Hawley, who held the four keys to the parish chest. At another meeting on the next day the account of Walter Shepherd was audited, more deeds were deposited, and the Spinnies were leased. Both these meetings may well have been primarily concerned with the Chancery suit, since many of the deeds were legal documents connected with the previous suit in the Exchequer, or title deeds and

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(1) See above, Chapter I.

(2) See below, p. 203.

trust deeds; on the other hand the townsmen may only have been collecting together the town's papers with a view to tidying up the administrative organisation, and the minute book may have been begun as part of this policy. From 1573 to 1581 only five entries were made, all noting the terms on which various parcels of the Spinneys were leased. On 29 April 1582 the meeting to reorganise the town's affairs, described in Chapter III, took place and was recorded in detail in the minute book; after this there are annual entries in the book until 1599. On 15 May 1583, 24 June 1584, 1 May 1585 and 26 June 1586 the annual leases of various closes and parcels of the Spinneys are recorded. Other entries were made in 1585, the chief of which is a "Town Rental" specifying the terms of the leases of numerous town lands and properties, but which is not a complete rental, and the precise date of which is not recorded. A second entry for 1586 is that which records a town meeting of 21 April when the new co-feoffees were appointed, and also the Spinney-Wardens for that year. Various decisions about the Spinnies were also made, which included the appointment of a number of officers connected with the common agriculture, and also the appointment of bridge-masters and overseers for the pavements. From 1588 the yearly entries become more numerous; recurring entries are records of leases, orders for the government of the Spinnies, and the appointment of town and parish officers. It became increasingly common for a summary of the Town-Wardens' accounts to be entered in the minute book upon their being audited, and occasionally particular payments made to the town, and expenditure on behalf of the town, are recorded. From 1588 there are

numerous entries concerning the assessment for fifteenths and subsidies; the town's commitments for men and armour for the Spanish war are recorded, and also agreements between the town and the Queen's saltpetre maker, and those persons commissioned to provide hemp and flax. Towards the end of the sixteenth century the minute book not only concerns itself with the government of the Town Estate, but also records the type of business with which any parish was concerned in the sixteenth century.

The two memoranda booklets of 1579 to 1583, and 1584 to 1589, both record a mixture of Town Estate and parochial business. For the most part the entries are in chronological order, but a few entries of earlier and later date have been inserted; this also applies to the minute book itself. The pages of both booklets are about the same size as those of the minute book, and it is tempting to think that they formed part of the minute book which had been omitted from the second binding; but a comparison of the sequence of dates in the minute book and those of the memoranda does not permit this theory, that is to say, the memoranda sequences would not fit the chronological sequence of the minute book. Moreover, although the first booklet does not duplicate the material of the minute book, and may thus be regarded as a supplement, the second booklet, although in some instances supplementing the minute book entries, for the most part duplicates them; there is some indication that the minute book notes were taken from the memorandum in abbreviated form, for in some cases the memorandum has far more detailed entries. Between them the memoranda cover almost all the period of the sixteenth-century minute book, filling out the picture

of the Town Estate's activities as the minute book notes them. A possible reason for the existence of these memoranda booklets may be that they were kept by different officials for different purposes; or perhaps on occasions the minute book was not accessible, being probably kept in the chest which had four different keys.

There are no other memoranda of this kind; since there is no overlapping of dates in the two booklets, the one being a sequel to the other, and since the second ended in 1589, one might expect there to have been another booklet to add to the series. There is a leaflet containing notes dated from 1596 to 1607 on Lord Berkeley's rights in Melton, covenants with William Morrison, the town rents and the master of the Grammar School, business which one might expect to find recorded in the minute book. This is not, however, a notebook like the minute book supplements, but a collection of separate notes which have been pinned together. Other pages which supplement the primary administrative records of the Town Estate have survived; there are the notes of fines and arrears which supplement the Town-Wardens' and Spinney-Wardens' accounts, whilst others such as a list of deeds received from Ambrose Lane on 28 April 1587 and the Spinneys Order of 1600, supplement the minute book. Most of these notes are on single sheets of paper and are often in fragmentary condition. They may be the remains of originally substantial memoranda like the minute book supplements; or they may have been originally just odd notes made by one of the townsmen or town officials, for his own convenience in administration or as a record of the town business which was not put

into the minute book or the accounts. These notes deal with a variety of topics - there is a note of apprenticeships in Melton dated 1589, whilst a personal memorandum book containing notes, in latin, on syllogisms, and some personal accounts for 1594 to 1597, also exists. The majority of these incidental administrative records of the Town Estate belong to the later years of the sixteenth century. There are some incidental records which, although undated, might well belong to the earlier years of the sixteenth century. One of these is a note on the silver jewels belonging to the church, a composition between the town and the vicar, and records that a chest standing by Our Lady's altar contained evidences belonging to the church and gilds. Others are that booklet with abstracts of all messuages and tenements contained in an old book called "the Register", and the inventory of old title deeds. It is noticeable, however, that memoranda of the general affairs of the town, as recorded in the minute book and its supplements, are not found before 1573 when the minute book was started. If such records were kept at an earlier date than the minute book, none of them has survived.

The chief surviving administrative records of the Town Estate have been described above. Apart from these there are twenty-one sixteenth-century deeds which form part of the collection of Town Estate records. The two surviving trust deeds have already been discussed in Chapter III. Other deeds were added to the collection as a result of the purchase of property by the townsfolk. It is evident that there are huge gaps among the legal documents relating to these

transactions. The only surviving record of the purchase of the Spittal Chapel is a deed of confirmation and appointment of attorneys (29 September 1548); two draft copies of the conveyance of the Spinnies to the townsmen (3 November 1564) are the only documents touching the purchase, whilst only a Bond (12 September 1596) records the transfer of the Orgar Leys to the townsmen. A contemporary copy of the grant of the Spinneys to Richard Robson by Letters Patent (21 July 1564) forms part of the collection of Town Estate deeds. There are only two deeds which concern the administration of the Town Estate properties; one is a lease of town property made by William Trigge, Mathewe Lacye and Henry Gulson, feoffees, to Roger Chantler, schoolmaster, on 18 April 1587, and the other is a Bond to ensure that William Shawcrosse paid his rent to the Town-Wardens for certain property which he had leased from the feoffees (3 October 1587). Apart from a Bond by William Kem to the Church-Wardens of Melton Mowbray (25 March 1596) the remaining deeds are all title deeds. Six of these are early - 1349, 1384 (2), 1456, 1495, 1516 - and are presumably title deeds to properties held by the town in the sixteenth-century; the remaining deeds are of sixteenth-century date - 1561, 1582 (2), 1583, 1588, 1591 - and are apparently title deeds to properties acquired by the town later, since these properties did not form part of the Estate in the sixteenth century.

It is clear that the townsmen often sought legal advice both in respect of the purchase of property and the construction of the deeds of trust. Three notes of advice still exist, one relating to the

purchase of the Orgar Leys, and the other two to drafting trust deeds.<sup>(1)</sup> No such memoranda have survived for the law suits over the town lands, though it is probable that there were many consultations then. The law suits over the town lands produced a mass of legal records; none of the sequence of documents for the Exchequer suit has survived, but those for the Chancery suit are almost complete. All these records are either preliminary drafts or copies. The Answer, Replication, and Rejoinder are all probably draft copies; they are written on the "urn" or "gauntlet" type of paper. There are two copies of the Interrogatories for the defence and three copies of the depositions; in one case Interrogatory and Depositions are joined together. For the plaintiffs, there are two copies each of the Interrogatories and Depositions, and again one Interrogatory and a Deposition are joined. The majority are certified copies written on paper with a variety of watermarks not previously found amongst the Estate records; the uncertified copies are, however, written on paper with a "gauntlet" watermark. The townsmen also obtained exemplifications of the Commissions of Enquiry into concealed lands and the returns for Melton Mowbray; one of these, that issued in Hilary Term 1566 with the return made 10 August 1566, has survived, being a certified copy issued from the Exchequer. Copies of the letter from Lucas to Sir Walter Mildmay, and from the local gentry to the Barons of the Exchequer were also obtained, in both cases the paper being that with an "urn" watermark;

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(1) Appendix V1: Legal Memoranda Nos.1-3.

these are the only letters amongst the Town Estate records. In later centuries the town again became involved in law suits; the surviving records of the law suit between the Town-Wardens and Walter Wormwell in the early years of the seventeenth-century have been drawn on when discussing the affairs of the Town Estate in the sixteenth-century, because the evidence quoted in the suit provides valuable information about the development of the estate in the sixteenth-century. (1)

Throughout the Town Estate records, particularly the administrative records, there are references to deeds and administrative records which no longer exist. Some of these records have been lost fairly recently. In 1795 John Nichols quotes from, and transcribes in full, in his History and Antiquities of the County of Leicester, documents which would otherwise have been lost. Thus we have a full transcript of that Exemplification of the Commission of Enquiry issued from the Exchequer in Trinity Term 1566 and the return made 26 September 1566, which was obtained by Hugh Lacy on 11 October 1566. He does not say where he found this document. In the nineteenth century local historians took a great interest in the collection of local records which were found a few years before 1866 in "an old box in a cellar in Melton Mowbray". Thomas North wrote several articles based on these records which were published in the Transactions of the Leicestershire Architectural and Archeological Society. He quotes liberally from the documents and transcribed many in full; the majority of the documents still exist, but in some cases they have been lost. In this way the

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(1) Appendix V1: Legal Memoranda, No.5.

trust deed for the Spittal Chapel (30 November 1549) has survived, and also an inventory of old title deeds probably belonging to the reign of Edward IV.

The collection of sixteenth-century Town Estate records provides ample information about the development of local government in Melton Mowbray. They provide details of the properties, finances, and administration of the Town Estate, and through them it is possible to trace the principles and policy through which the trust-government evolved. As a source of information they do, however, differ from such records as manorial court rolls: they are the records, not of individuals, but of a community, and they show us how that community came to acquire self-government, and how it jealously protected and increased its autonomy.

CHAPTER V

LANDS AND PROPERTIES

I

The most comprehensive schedule of the lands and properties held in trust for the inhabitants of Melton Mowbray is that incorporated in the trust deed of 1600. Apart from the Spinneys and the Orgar Leys, the lands and properties scheduled would probably tally with a schedule of both concealed and purchased gild lands if one were available. There is no evidence to suggest that land or property, other than the Spittal Chapel, the Beaumont lands, the Spinneys, and the Orgar Leys, was purchased for the town in the sixteenth century. Although there is no map of the Town Estate lands and properties at any period before the nineteenth century, the sites of many of them are indicated in the trust deed of 1600 and can still be identified on the ground.

The greater part of the lands and properties of the Estate lay north of the town, particularly in or adjoining the street called Spittal End or Spittalgate, and now called Nottingham Street. This led northward from the centre of the town, continuing as a road to the Vale of Belvoir, now called Scalford Road. The Spittalgate properties are grouped together in the Trust Deed, and are probably enumerated in an order which indicates their sites more precisely. Since the

Spittal Chapel lay at the northern end of Spittalgate,<sup>(1)</sup> it is probable that the properties were enumerated from the centre of the town, working northwards up Spittal End. At the southern end of Spittalgate there were eight cottages and gardens which lay together, and a further six cottages in the street, two together, two separate, and two adjoining the Spittal Chapel. The Chapel Close adjoined the Chapel House on its northern side, and to the north of this close were 25 leys called, in the trust deed, the Gresse Leys, but normally referred to as the Spittal Leys. The leys were bounded on the east by a hedge which is also listed and leased as part of the Estate.

The market place was the centre of Melton, from which all the chief streets radiated. The townsmen owned a number of properties in the centre of the town, although the majority lay on the outskirts. In Bothe Rowe - called Butchers' Row in 1787<sup>(2)</sup> and Cheap-side at the present day - which continued southwards from Spittalgate to the market place, the town had another cottage, and a shop with the chamber above it. The Butter Cross, which was probably also the High Cross of the town,<sup>(3)</sup> stood in the market place, and the town had a cottage situated near the High Cross. It also had a little shop on the north side of the Round Table, the Round Tables probably being those three blocks of buildings marked on the map of 1787 in

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(1) See above, p.61.

(2) Appendix I.

(3) Hunt, op.cit., p.71.

the Market Place, only two of which remain standing today.<sup>(1)</sup>

In the sixteenth century these may well have been circular, permanent market stalls like the one still to be seen in Beverley. In King Street, which joined the Market Place at its northern side, there was a sizeable property called a messuage or tenement, which consisted of a house and land. Sherrard Street led eastward out of the market place and became Thorpe End or Thorpe Gate as it reached the outskirts of the town. In Thorpe End the town had two properties both consisting of a cottage and a croft, and one of which extended eastwards to Thorpe Bridge. Thorpe Bridge in the sixteenth century was probably not the present Thorpe Bridge which then lay well out of the town, but the bridge over the Scalford Brook on the outskirts of the town. In Burton End, now called Burton Street, which led from the market place southwards towards Burton Bridge, the town had no properties. There was, however, a close, called Water Lane Close, which was probably approached from Burton End; Water Lane probably being the lane described on the map of 1787 as the road to the water mill, which is today called Mill Street. The town also owned a ley and a piece of land called a ley and a balk lying in a croft generally referred to as Austyn's yard; the site is now lost.

It has not been possible to trace the exact position of the three open fields of Melton Mowbray. As the Spinneys and the Orgar Leys lay directly north of the town, it is probable that the north field lay

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(1) Information obtained from P.E.Hunt.

to the north-west, whilst the south and west fields both probably lay south of the town between the fields of Sysonby to the west and the fields of Thorpe Arnold to the east. In the South field the town owned a piece of land once called St John's Wongs which contained 57 lands and 3 leys with their holmes. In the North field the town had three wongs which, after 1585, are referred to as the Great Wong, the Middle Wong, and the Little Wong, but were earlier called St John's Wongs; these contained 53 lands with their homes and "gresse to the same belonging at the east end thereof". There were also 15 other lands lying in the fields of Melton Mowbray, the fields not being specified, and divers lands lying in the fields of Melton Mowbray at Oleby Eye or Welby, which lay north-west of the town, and were probably in the North field since they are also said to lie in "Nottingham Gate".

Whilst Melton Mowbray thus owned a considerable estate, it was not unusually large. At Peterborough 34 properties were held in trust in 1572,<sup>(1)</sup> whilst at Bridlington nearly 200 houses and cottages are listed in the schedule appended to the trust deed of 1636,<sup>(2)</sup> compared with the 22 properties of the Melton trust. It is probable, however, that the total <sup>fe</sup>acreage of land held in trust was greater in Melton Mowbray than in either Bridlington or Peterborough.

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(1) Mellows, op.cit., pp.193-196, 200-203.

(2) Purvis, op.cit., pp.97-104.

II

Information about the leasing of the Town Estate lands and properties is sparse. Before 1573 the only notes of the terms of leases are to be found in the accounts of Christopher Whitehead (1564-1569) and in the Town-Wardens' accounts for 1565-66, and 1566-67; after 1573 summaries of leases are to be found in the minute book and in the memoranda of 1584-89, and occasionally in the Town-Wardens' accounts. The only surviving Town Estate lease, and a bond relating to a lease, are both dated 1587.<sup>(1)</sup>

The Town-Wardens' accounts are a useful source of information about the town properties, as they note the payment of rents. The payments are normally noted under the names of the tenants without any description of the property being given, and since the tenants often changed during the course of the sixteenth century it is not always possible to follow the rents due from a particular property. Where the property is described, it does not always tally with the trust deed of 1600, or the description may be so general that the particular property cannot be identified - for example, often the rent is said to be due from a cottage, but there is usually no indication whether it was one of those in Spittalgate, or that lying in Bothe Rowe.

Although from 1586 to 1596 the payment of some entry fines are entered in the Town-Wardens' accounts, it is clear that not all the fines due in this period were charged to the Town-Wardens. There is evidence

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(1) Appendix V1: Deeds Nos. 13 & 14.

that separate books of fines were kept from an early date. From 1564-67 Christopher Whitehead kept an account of the fines, the total amount of £33.8s.8d. for "all the fines for the town lands" being noted in the abstract of his two accounts. No other abstract or any complete book of fines has survived. Information about the entry fines is sketchy and incomplete because it is limited to the few entries in the Town-Wardens' accounts and to the surviving summaries of leases.

In order to clarify the leasing and rents of the Estate, the properties are divided here. The leasing of the Spinnies and the Spittal Leys follows a different pattern from most of the Estate properties, and will therefore be dealt with separately. The following comments apply to the remaining lands and properties of the Town Estate.

The rents drawn from the Town Estate lands and properties from 1556 to 1600 show that during the period 1585 to 1586 there was a substantial increase in all the rents except that for the cottage in Bothe Rowe which remained at 13s.4d. a year from 1556 to 1600. Neither before nor after 1585-86 is there a comparable increase in rents; in fact on either side of that date the rents were remarkably stable.

During the sixteenth century there were widespread complaints about greater fines and higher rents, some men going so far as to ascribe inflation itself to the raising of rents. There is documentary evidence that rents did rise steeply during the sixteenth century, so confirming moderate contemporary opinion. Eric Kerridge has shown

from manorial surveys in Wiltshire that the rise in rent took largely the form of increased entry fines.<sup>(1)</sup> In the case of Melton Mowbray the record of entry fines is very imperfect. It is clear, however, that by 1582 the townsmen of Melton felt it necessary to raise the rents of the trust lands and properties. The Melton Estate was not as much affected by inflation as were some institutions, since inflation raised the prices of foodstuffs rather than building materials with which the estate would be most concerned. During the period from 1565 to 1578, however, the financial resources of the town had been drained to meet the purchase of the Spinneys and the law suits in the Court of the Exchequer and in Chancery which resulted in some neglect of the repair of the Church, bridges and highways of the town. The confusion in administration caused by these events probably explains why a rent rise was not made at that time to meet the heavy expenditure. In 1582<sup>(2)</sup> an administrative committee of five men was appointed to re-order the affairs of the town, one of their tasks being "the letting, setting, and leasing of all the lands and tenements and shops, as for the expelling, removing, or changing the tenants of the same town ... or otherwise to improve the same lands and tenements" in order to repair the bridges and pavements of the town, to repair the church roof and walls, and provide for the "ordering of the seats" in the church, to buy the Orgar Leys

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(1) Econ.Hist.Review, 1953-54, pp.16-34.

(2) "Town Records".

Following this decision there is considerable information about the town lands and properties in the minute book and memorandum booklet. "A Remembrance of the severall parcels of ground and land to be letten unto tenants to the use and behoof of the town" was compiled on 14 February 1586; this sets out to give the rents and fines due from the Estate but it is unfortunately incomplete. "A Rental of the Lands Tenements and Rent Charges belonging to the Town of Melton or to feoffees to and for the use of the inhabitants made and renewed 25 April 1587" gives a complete list of the new rents. On 24 April 1589 a memorandum was made of all leases made since Michaelmas 1585 according to the covenants expressed in Isabel Spencer's lease, which is written out in full; other leases are summarised but the list appears to be incomplete, the names of some tenants being given with no entry under their heading.

It is evident that the majority of the trust lands and properties were re-leased at increased rents from Michaelmas 1585, the years between 1582 and 1585 being spent by the administrative committee in the complex task of revaluing the lands and properties, arranging any changes in tenure, and drawing up the necessary deeds. The memoranda of 1586 and 1589 suggest that all leases were for twenty-one years, and according to the covenants of Isabel Spencer's lease.

Isabel Spencer, was granted a 21 year lease of the messuage in Kingstreet with its two yards and one oxgang of land, the lease to begin at Michaelmas 1585. An entry fine of 40 marks was to be paid in three instalments, namely, £10 on 16 April 1586, £6.13s.4d. on 10 August 1586 and £10 on 11 November 1586, whilst the new rent of £3.

a year was to be paid in equal portions at the feast of St Michael the Archangel and the Annunciation of Our Blessed Lady, or within 20 days after either of these feasts. The grant was to be null and void, and the co-feoffees could re-enter the premises, if either fine or rent was unpaid by the specified dates. Isabel Spencer and her assigns were responsible for the maintenance and repair of all the houses and buildings of the tenement throughout the term. The tenant was forbidden to "allege sell or setover the said tenement with the appurtenances for the term hereby granted but to her child or children without the consent of the co-feoffees and such as shall have the leasing or setting the said lands". The lessors promised that if Isabel Spencer "do not enjoy the premises according to this demise and grant That her fine shall be rateably repaid to her or her executors or assigns according to the number of years unexpired". At the signing of the grant it was agreed that Isabel Spencer "shall not permit or take in any inmates or duple tenants upon pain to forfeit or make void this lease or grant".

This property was held by Hugh Spencer from 1559 to 1582, when he was succeeded by his son John Spencer, husband to Isabel Spencer, who according to the Town-Wardens' accounts paid the rent until 1588, Isabel apparently obtaining the lease although her husband was alive. The rent was doubled in 1585, the previous rent being 30s. a year, although when the property was in the tenure of Jane Tallis (1556-59) a rent of 20s. a year was paid. Isabel Spencer did not hold

the property for long, but the subsequent tenure is extremely confused. On 18 April 1587 Roger Chantler, schoolmaster, obtained a three-year lease of this property. This is the only surviving Town Estate lease and it specifies that the property was one messuage or dwelling house with two yard and one oxgang of land late in the tenure of John Spencer. An annual rent of three pounds a year was to be paid in equal portions at Michaelmas and Lady Day, which must not be in arrears by 40 days after either feast day else the feoffees would take possession. No fine is mentioned. Although this lease is sealed and signed it is doubtful whether it actually took effect, since in the Town-Wardens' accounts Isabel Spencer appears still to be tenant, paying the rent until Lady Day 1589; then from Michaelmas 1589 until 1600 the rent was paid by Roger Measure or by his widow, who was tenant of the property in the trust deed of 1600, neither of whom appears to be connected with Roger Chantler. It seems when Isabel Spencer died, Roger Measure obtained a lease of the property, perhaps the remainder of her lease since he paid a smaller entry fine of £10.10s. This was paid in five instalments, namely, 40s. on 23 June 1590, 20s. on 23 July 1590, 20s. on 3 November 1590 and another instalment of 20s. in 1591, the "last of his fyne dew vppon a bonde", being £5.10s., was paid in 1595.

The rise in rents in 1585 did not result in many changes in the tenure of the houses. For the most part those in possession in 1584 accepted the increase. In many cases the tenements remained in the same families for the greater part of the period from 1556 to 1600.

The cottage in Bothe Rowe, for example, remained in the tenure of the Halley family for the whole of this period. It is otherwise with the tenancy of the Town Estate lands; in most cases new tenants were installed in 1585, and this may well be because rents for land increased far more than they did for other property.

The pattern of tenure of the Town Estate lands and properties is rather confusing. Although the leases made in 1585 were all apparently for twenty-one years, and thus due to terminate in 1607, there were a number of changes in tenure before 1600, indicating that some leases were prematurely ended. This implies, according to the covenants of Isabel Spencer's lease that part of the entry fine should therefore have been repaid, yt no such repayments, appear in the accounts either before or after 1585. Many of these changes were from father to son, husband to widow, or widow to son-in-law, for which the terms of Isabel Spencer's lease provides, whilst other changes were evidently due to the death of the former tenant. Some of the changes, however, were for less commonplace reasons.

During the 29 years from 1556 to 1585 each of the Town Estate lands and properties had one, two, three, or, at the most, four different tenants. Because of the gaps in the Town-Wardens' accounts and the absence of information about leases during this period, it is not possible to explain all these changes in tenure. Later evidence suggests that Town Estate leases were normally for 21 or 10 years, and it is quite likely that the covenants expressed in Isabel Spencer's lease in 1585 had been applied at an earlier date.

Some of the lands and tenements remained in the tenure of the same families throughout the period 1556 to 1585, whilst in other cases on the termination of a lease a different tenant was installed, the previous tenant in some cases taking over another Town Estate tenement, or disappearing from the rent roll, having either removed from the town, or having rented or bought another property. Former tenants of the Estate, although disappearing from the rent roll, often appear in other records of the Town Trust; likewise townsmen appear in the records before being on the rent roll. Where a tenure was changed within a period of 21 or 10 years it is probable that the lease had been prematurely ended. It may be that these leases had been terminated through death or eviction, but it is possible that there was some special reason, such as a greater prosperity in the town that enabled former tenants to purchase their own property.

It is extremely doubtful whether many evictions took place. According to the covenants of Isabel Spencer's lease the properties could revert to the feoffees through non-payment of rents and fines, whilst the tenants were also bound to maintain and repair the premises occupied. There is no evidence of evictions for neglect of the premises, and the evidence suggests that evictions for non-payment of rent were uncommon. Either the clause relating to the payment of rents was not included in the earlier leases, or had been ignored in practice, for before 1585 the rent-gatherers had great difficulty in collecting rents, and there were in the earlier

accounts rents outstanding for as long as eleven years.<sup>(1)</sup> Even after 1585 some rents were in arrears for as long as three years, but in comparison with the earlier accounts arrears were few and short. Appended to the Town-Wardens' account of 1590-92 is a note, that "George Lammas promiseth to paye Annunciation 1593 20d. arrear of rent with his Lady Day rent and to pay 5s. at Michaelmas after his Michaelmas rent and if he fail of any of these payments then Lammas is to remove and go out of his house - By his consent - the mark of George Lammas", indicating that the Town-Wardens were tightening up on the payment of rents. After 1585, there are several instances of a tenant obtaining the money to pay his rent from friends in order to avoid breaking the covenants of his lease.

The rent-rise of 1585-86 provides a convenient point from which to trace the history of rents and tenure of the Town Estate lands and properties both before and after that date. A division into lands and properties being made, the tenure and rents of the Town Estate lands will be discussed first.

Although some land was leased along with a house or cottage there are several parcels of land, namely, the two closes, the St John's Wongs and "divers lands lying in the fields of Melton Mowbray at Oleby Eye", which were leased separately. From 1585 to 1600 Mr Richard Mitton, a gentleman who does not figure in the Town Estate records before that date, and who appears to have played no part in local government, had both the Water Lane Close and the Spittal Chapel Close,

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(1) The accounts of the Sheffield trust also show many long-standing arrears of rent, See Leader, op.cit. pp.13-296.

each on a 21-year lease according to the covenants of Isabel Spencer's lease. For the first he paid a fine of £6 in two instalments, and an annual rent of 10s., and for the second he paid a fine of £17 in two instalments, and an annual rent of 26s.8d. The Water Lane Close was in the tenure of Robert, and then of William Odham, from 1556 to 1585, and a rent of 3s. a year was paid for it. The Chapel Close was held by Dennis Shepherd from 1556 to 1582, and Nicholas Woollandes from 1582 to 1585, at an annual rent of 13s.4d. The fact that the rent of the Chapel Close was doubled, that of Water Lane Close more than doubled, and the fines for both substantial, probably accounts for the change in tenure of both closes in 1585. Both Odham and Woollandes were prominent townsmen and the fact that both lost their tenure suggests that no favouritism hindered the best interests of the Estate. Probably the lands were leased to the highest bidder.

The "divers lands lying in the fields of Melton Mowbray at Oleby Eye", otherwise described as two "Ardoe" lands containing one acre, and lying in Nottingham Gate, or "two odde lands lying in Shamble Hole", were, from 1585 to 1600 in the tenure of Thomas Blythe, who, in 1585, obtained a 21 year lease, paying an entry fine of 31s. and an annual rent of 2s. a year for them. From 1556 to 1561 Robert Parker had the two yardlands at an annual rent of 6d., and from 1561 until 1585 Robert Odham had the lands for the same rent.

Of the St John's Wongs, the Great Wong in the South field "with the gresses thereunto belonging" was leased in 1585 to Roger Chantler,

the schoolmaster, for a fine of £22, which he paid at one instalment, and for an annual rent of 26s.8d. At the same time the Great Wong in the North field was leased to Brian Shyers for a fine of £11 and an annual rent of 13s.4d., the Middle Wong was leased to Richard Stanhame for a fine of £5 and a mark, and an annual rent of 10s., and the Little Wong was leased to Lawrence Wood for a fine of £3.2s. and an annual rent of 4s. Although all the leases were for 21 years, and therefore due to end in 1607, apart from Roger Chantler, the tenants had all changed by 1600, as the trust deed of that year shows. A note is appended to the entry for the Middle Wong in the memorandum of 1589 explaining that "Afterwards in 1590 the property was assigned to Anthony Whittle with the consent of the feoffees and the rest of the town, and now by 12 October 1595 is granted to Thomas Bruche" who held it in 1600. In the Town-Wardens' account of 1590-92 five half-year rents for the Little Wong were paid by Lawrence Wood and Robert Shawe, indicating a transfer of the lease to Shaw during this period; in the 1595-96 account a further transfer is indicated, since William Peate paid the rent and was still in possession in 1600. On his entry Peate paid a fine of 25s. compared with the fine of £3.2s. charged in 1585, perhaps indicating a transfer of the remainder of the lease rather than the making of a new lease; the evidence of later leases of the cottages suggests that a ten-year lease was perhaps made. From 1592-94 Grace Shyers, widow to Brian Shyers, paid the rent for the Great Wong in the North field, but in 1595 Michael Bentley took possession and is listed as tenant in the trust deed of 1600. In the latter case the change in tenure was evidently due to the death of

Grace Shyers, but it is not possible to account accurately for the other changes in tenure. Before 1586, the first rent under the terms of the new leases being collected Lady Day 1586, it is difficult to trace the tenants of the Wongs because the properties are not described in the Town-Wardens' accounts. However, in all the accounts rents were received from four parcels of land which, although sometimes described only as "land", are often said to be part of the St John's Wongs. Two parcels of the Wongs were valued at 4s.2d., another at 3s.4d., and the other at 20d. The Great Wong in the North field was valued at 4s.2d. a year between 1556 and 1585; Bryan Shyers, who began his tenure in 1582, continued his occupation of this land after 1585, despite the rent rise; before this Christopher Shyers had had the land, and between 1567 and 1556 it was in the occupation of Master Bailey. The Middle Wong, valued at 3s.4d. a year was held by Dennis Shepherd from 1556 to 1582, when Nicholas Woollandes became tenant until 1585. It is interesting to note that Dennis Shepherd was tenant of both the Middle Wong and the Chapel Close between 1556 and 1582, when Nicholas Woollandes took over the tenure of both parcels of land. The Little Wong, valued at 20d. a year was in the tenure of the Lacy family from 1556 to 1585. Whilst the rent rise for the Wongs in the North field was considerable, that for the Great Wong in the South field was very striking, for the Spencer family had held it from 1556 to 1585 for the annual rent of 4s.2d., whilst from 1585 to 1600 Roger Chantler was tenant at a rent of 26s.8d. a year.

Apart from Bryan Shyer's tenure of the Middle Wong, the tenancy of all these lands changed in 1585, and compared with the rise in the

rents of the houses, the rent rise for lands was very great, in most cases being more than trebled. Since a change in the tenure of these lands did not involve the eviction of a townsman from his home, it is probable that the lands were re-leased to the highest bidder. The current inflation which raised food prices probably led to an increased demand for agricultural land, and so to competition at a time when the town needed money would account both for the high increase in the rents and for the changes in tenure. We do not know when the previous leases of the lands were due to end, but the evidence suggests that where these leases ran beyond 1585, they were terminated by the officers of the Estate.

There is only one record of a lease of Town Estate property before 1585. This is entered in the account of Christopher Whitehead, who entered the fine paid, and in the Town Wardens' accounts 1566-67 where the rent is noted. Because the lease was summarised for the account the covenants are not recorded. On 20 February 1566 Roger Barnes and William Polley, glovers, obtained a 21-year lease of the Spittal Chapel with its porch and the two cottages adjoining the property, together with five of the Spittal Leys, which was to begin at Lady Day 1566. The tenants paid an entry fine of £7.6s.8d. at one entire payment, and although the property "had been accustomed to paye the yearly rent of 28s.4d.", they were expected to pay an annual rent of only 10s. The tenure and renting of the Spittal Chapel and the adjoining cottages are extremely confusing. Poley and Barnes evidently surrendered their lease between 1567 and 1570, although

it was not due to end until 1587; from 1570-72 John Hopkyns was tenant, whilst between 1572 and 1582 Michael Bentley obtained a lease or the remainder of the lease of the property. All these tenants paid a rent of 10s. a year for the Spittal Chapel itself, whilst the Town-Wardens collected an annual rent of 4s. from each of the cottages, one of which was in the tenure of Robert Knowles, and the other in the tenure of Margery Warren (1567-70) and William Barnard (1570-87). As the Town-Wardens collected the rents of the cottages one would assume that the Estate leased them, unless the lessees, Poley, Barnes, Hopkyns and Bentley, were allowed to sub-let them to tenants who paid the rent direct to the Town-Wardens. If this was so the covenant of Isabel Spencer's lease which forbade sub-letting did not apply to this lease of 1566. Between 1560-63 John Gybson rented the Spittal Chapel at 10s. a year, but before this, apart from the porch which was rented at 2s. a year by Nicholas Hindman's wife, the property was unoccupied. The Town-Wardens' accounts of 1556-60 show that the Spittal Chapel was extensively repaired in this period. Probably none of the lessees of the Spittal Chapel actually lived there; both John Gybson and Roger Barnes occupied Town Estate houses in Spittalgate in the years when they were paying rent for the Chapel. Although we do not know the occupation of either Gibson or Hopkins, Poley and Barnes were glovers, whilst Michael Bentley was a Merchant of the Staple; this suggests that between 1560 and 1585 the Spittal Chapel was used for business purposes rather than as a dwelling house.

Between Michaelmas 1585 and Michaelmas 1586 the tenure and rents of the Spittal Chapel and the two cottages are not recorded in the

accounts, but both appear in the rental of 25 April 1587. During this time the Spittal Chapel had been divided into four tenements from which were due rents of 10s., 6s.8d., and two rents of 5s., and which were apparently leased for 21 years according to the covenants of Isabel Spencer's lease. Adam Wilde (5s.) and George Stevens (6s.8d.) remained in tenure from 1586 to 1600, whilst Hugh Elwood occupied the "chamber" (5s.) from 1586 until some point between 1597 and 1600, when William Hickson was tenant. There were three changes in the tenure of the remaining tenement between 1586 and 1600, Roger Hawkins being replaced by Roger Ridgeway as early as 1588, whilst Ridgeway was succeeded in 1591 by Robert Hoden who was tenant in 1600.

Although in the rental of 1587 the rent of the two cottages is quoted as 6s.8d. a year each, the Town-Wardens' accounts show that between 1587 and 1600 rents of 5s. a year were collected from each cottage. This shows a rent rise of only one shilling from before 1585, whilst for the period 1556 to 1565 also the rent had been 5s. for each of the cottages. The rents were therefore uniform throughout the period 1556 to 1600, save for the years from 1566 to 1585 when they were reduced to 4s; this was when Poley and Barnes had the lease. The cottages were apparently leased according to the covenants of Isabel Spencer's lease at the time of the general rent-rise, but there is evidence to suggest that the leases may have been for only ten years. According to the Town-Wardens' accounts Sara Newin was tenant of one cottage from 1586 until some point between 1596 and 1600 when John Cooper was tenant. The other cottage was in the tenure of William Bingham and then Margery Bingham, his widow,

from 1586 until some point between 1596 and 1600 when James Pooles was tenant. The summaries of the leases of these two cottages made on 18 July 1596 are rather confusing since they do not agree with the evidence of the Town-Wardens' accounts. In 1596 Margery Bingham was granted a 10-year lease of "one cottage parcel of the Spittal" now in her tenure, for an annual rent of 5s. and an entry fine of 40s. which was to be paid a fortnight before the lease began at Michaelmas 1596. Although Widow Bingham was granted a new lease of her cottage she held the property for only a short while, presumably until she died. At the same time the other Spittal cottage was leased for the same term and at the same rates; the summary of the lease states that the lease was granted by the consent of Sarah Cooper to John Cooper, her son, on condition that "he should permit his mother's being in the same house for the said term, and maintain her all that time as far forthe as his ability could afford, and upon default thereof his lease to cease". Sarah and John Cooper are stated to have been tenants of the cottage before this new lease; in 1600 John Cooper was tenant, but before 1596 one Sarah Newin was tenant. A possible explanation is that Sarah Cooper and Sarah Newin were in fact the same person.

In 1585 the rents of 10 of the remaining 12 Town Estate cottages in Spittalgate were raised to a uniform sum of 10s. a year; the rent of the other two cottages were increased much more. One of these cottages, being one of those lying separately in Spittal Gate, was in the tenure of the Trigg family from 1556 to 1600. In 1585 William Trigg obtained a 21 year lease under the covenants of Isabel Spencer's lease, at which time the rent was increased from 8s. a year to 20s.

a year, Trigg paying an entry fine of 5 marks. It was further agreed that the Town-Wardens' were to pay the "Burton" rent, probably a chief rent, of 3s.4d. at two terms or to allow the tenant so much of his rent. Until 1590 the Wardens paid this rent, but after this date Trigg discharged it himself, paying a rent of 16s.8d. to the Town-Wardens. According to the summary of the lease the new rent of 20s. was to be paid from Lady Day 1589, and from Michaelmas 1585 until Lady Day 1589, the old rent was to be paid; this principle of paying the old rent for part of the period of the new lease was applied to other properties. There were other cottages in Spittalgate with a pre-1585 rent of 8s. which was raised only to 10s. in 1585, and it is not possible to explain this extra increase in William Trigg's rent.

The other high-rented Spittalgate cottage, being one of the group of eight cottages and gardens, was so valued because there was leased with it a piece of land described as "one ley in the Ackers called an acre". The "Ackers" are not mentioned in the trust deed of 1600 and it may be that they were parcel of the common fields, since it is difficult to identify them with any parcel of the trust lands. From 1556 to 1563 when it was in the tenure of Thomas Spencer, and from 1565 to 1586, when it was in the tenure of William Downes, the rent was 13s.4d. a year, making it the most valuable of the Spittalgate cottages. According to the memorandum of 14 February 1586 William Downes had in 1585 obtained a new lease of 21 years according to the covenants of Isabel Spencer's lease, paying an entry fine of 53s.4d. but no increase in

the customary rent. On 2<sup>d</sup> October 1586 William Downes died, and in the same year Matilda Downes, his widow, and William Kem her son-in-law, obtained this lease of the cottage and land, with one ley in the Spittal Leys, for a rent of 20s. a year, "being an improved rent without fine", and Kem was still tenant in 1600.

Although the remaining Spittalgate cottages were revalued at 10s. a year in 1585, the rents of the cottages were not uniform before 1585. The two cottages lying together were valued at 7s. a year, whilst the other cottage lying separately was, like that of William Trigg, valued at 8s. a year. Of the group of eight cottages and gardens, 4 were valued at 6s., and the other three at 6s.8d., 7s. and 8s. All these cottages were apparently leased for 21 years beginning at Michaelmas 1585 and according to the covenants of Isabel Spencer's lease. Although John Taylor paid the old rent of 7s. for his cottage from 1585 to 1586, it is very likely that, as with William Trigg, it had been agreed that he should pay his old rent for part of the term of the new lease. Only one change in the tenure of these cottages occurred in 1585, when John Gybson, tenant of one of the cottages from 1556 to 1585, was replaced by Thomas Hopkinson from Michaelmas 1585. Although it is possible to trace the tenure of these cottages between 1556 and 1585, the details are omitted here as the changes are not explained. Between 1585 and 1600 the tenure of only two cottages remained unbroken, whilst in two, or possibly three, other cases, the change occurred within the family, from father to son, or from widows to son-in-laws, and did not occasion a new lease. Although Ralph Perkinson occupied

a cottage from 1585 to 1600, the other tenant, for this cottage was shared, changed in 1596, whilst a third tenant shared the house only between 1589 to 1594. The tenure of one cottage changed twice during the period 1585 to 1600. In 1587, only two years after the new lease, William Shawcrosse took over the cottage of Widow Stoute, and at some point between 1597 and 1600 was succeeded by William Fawkes. The bond of 3 October 1587, which relates to the first transfer, does not state the term of William Shawcrosse's lease, merely binding William Shawcrosse, Geoffrey Tollis of Melton Mowbray, and John Alte, husbandman of Waltham-on-the-Wolds, to pay £5 to William Lacy, Thomas Gyles, Ambrose Lane and Henry Gulson, feoffees of the Town Trust, if Shawcrosse failed to pay the rent of his cottage in Spittalgate to the "Town-Wardens for the time being to the use of the township of Melton Mowbray", or failed to repair the cottage yearly during his occupation. Apart from the evidence of the Town-Wardens' accounts there is no record of the transfer of Thomas Hopkinson's cottage to George Lammas which occurred in 1589, again very soon after the new leases, nor is the change explained. On 10 May 1592 Thomas Dreycott was admitted tenant of the cottage that William and then Widow Bannister had occupied, "upon consideration of 30s. in hand payd & upon the bond of Thomas Nuttall and Richard Draycote of Sysonbie for the payment of 10s. a year and to make sufficient repairs of the premisses". For the most part there is no indication why these changes occurred, neither is there any indication of the terms of the new leases save that they were evidently bound by the covenants of Isabel Spencer's lease.

It is not possible to say whether a new tenant acquired the remainder of a 1585 lease or whether a new 21-year lease was obtained. In some cases it is clear that a ten-year lease was acquired after 1585. These 10-year leases may only have been made when changes occurred near the end of the century, as the three examples suggest. The ten-year leases of the Spittal Chapel cottages have already been explained; on 17 April 1597 a memorandum was made as follows: "Let by the consent of the feoffees and townsmen, William Lacy, Henry Shipward, John Wethers, Michael Bentley, William Boswell, Hew Elwood, James Levitt, with divers others to James Powley, the house" previously in the tenure of George Bingham and then his widow Margery Bingham "for the term of 10 years from Michaelmas next, 40s. Mayday next following and to deliver his bond to the feoffees for the performance thereof and the said James to perform the covenants of Isabel Spencer's lease, and further that he shall not alien or set out the same tenement to any other than to the co-feoffees and to have his fine proportionately back again and if he shall let the same to any other than the feoffees this demise to be void".

The history of the tenure and rents of the cottage near the High Cross is also obscure. It was apparently in the tenure of the same family from 1556 to 1600, Galfrye Tallis being listed as tenant in the trust deed of 1600, whilst Henry Tollis or Tallys paid a rent of 30s. a year for the property between 1556 and 1563. Between 1563 and 1600 there is no record in the Town-Wardens' accounts of any rent

being paid for the property or any arrears of rent. Henry Tollis claimed, when giving evidence for the plaintiffs in the Chancery suit in 1577, that he had purchased the house in which he lived, which was former gild property, from the Queen. It is clear from the rent rolls that any purchase of the property could not have occurred until after 1563, in which case the purchase must have been made from the trust. Such a purchase would explain the absence of the property from the rentals from 1563 onwards, yet it is clear from the trust deed that the property remained part of the trust and that it was at that time in the occupation of the Tollis family. An eviction after Henry Tollis's disservices to the town, which began as early as 1566, does not explain the omission of the property from the rentals.

The two cottages and crofts which the town owned in Thorpe End were leased for 21 years from Michaelmas 1585 according to the covenants of Isabel Spencer's lease. For his house, close, orchard, and garden William Bryan paid a rent of 13s.4d. and 2s. chief rent of 5s. to John Withers. It is not possible to say which was the one which extended eastwards towards Thorpe Bridge, or which was the larger. William Kyddier and his widow remained tenants up to 1600, and the property was in the tenure of this same family between 1585 and 1566 at a rent of 5s. a year, the rent thus being doubled in 1585. From 1556 until 1585 the other cottage and croft was in the tenure of William Creckole who paid a rent of 9s. a year; when Bryan obtained a lease in 1585 he paid the old rent for a half year of the new lease.

At some point between 1597 and 1600 Bryan, surrendered his lease, for some unknown reason, and William Morrison became tenant; Morrison evidently obtained the remainder of Bryan's lease, since, in 1607, when this ran out, he obtained a 21-year lease of the same property.

The Town Estate owned two shops, one of which, before 1585, is always referred to in the accounts as a "parler". Between 1556 and 1585 a rent of 6s.8d. a year was paid by each of the four tenants who held the property. After 1585, when Edward Gilbert, tenant from 1582-85, obtained a 21-year lease under the usual covenants, the rent was raised to 10s. a year. It was held by him and his brother from 1585 until some point between 1597 and 1600 when Richard Howett is named tenant. The other Town Estate shop, being that on the Round Tables, was leased throughout the period 1556 to 1600, along with "15 lands in the fields of Melton Mowbray". From 1561 to 1600 these parcels of the Estate were in the tenure of the Wormwell family, who paid a rent of 5s.6d. before 1585, 1s.6d. being for the land and 4s. for the shop, and after 1585 a rent of 6s.8d, inclusive. This seems to be an unusually low rent to pay for 15 lands, in comparison to the 6d. a year paid for the two Ardoe lands Before 1585, the rent of which was raised to 2s.

It is clear from the town accounts and the summaries of the town leases that the Town-Wardens received rents from and leased out property which did not form part of the trust. Throughout the accounts from

1560 to 1600 the Town-Wardens received rents from four shops, whereas the trust deed of 1600 notes only two; it is evident from other sources that two shops and a cottage were held by copyhold from the Lord of the Manor, Lord Berkeley.<sup>(1)</sup> From 1560 to 1585 John Grace and Bradshawe of Nottingham each held a shop at an annual rent of 13s.4d. a year. It is clear that these two shops were those held by copyhold from Lord Berkeley, as 5s.8d. was paid yearly by the Town-Wardens to Lord Berkeley's Steward or Bailiff and said to be the chief rent from two shops, which are frequently described as the shops of Grace and Bradshaw of Nottingham. In 1585 21-year leases with the usual covenants were obtained by John Grace and Thomas Asheton, who had held Bradshaw's shop from some time between 1572 and 1582, and the rent was increased to 20s. a year. Both these leases were terminated before 1607 when they were due to end. Asheton's shop was held after his death in 1592, by his widow and then by his daughter, Mary Asheton and her sisters; William Dawson then obtained possession. John Grace was tenant of his shop until 1589, being succeeded by William Smithbie, who in turn was succeeded by William Peate who was tenant in 1600. In no case is it possible to state the occupation or trade of any of the tenants of the four shops.

During the early seventeenth century a dispute over the copyhold shops involved the Town Estate in a law suit.<sup>(2)</sup> This dispute was not occasioned by difficulties over the copyhold but by the activities of Walter Wormwell, who held the little shop on the Round

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(1) Memoranda Booklet, 1596-1607.

(2) Appendix V1: Legal Memoranda No.5.

Tables and certain lands in the town fields. An undated memorandum states that "we havinge ij Shoppes which are held of My Lord by coppie granted for a hundred years which tearme is not yet expired vntill Mychalmas next, And we havinge allso one cottage which was granted to one Benson for a hundred years paying a certaine rent, The said Benson when there was about 12 of those hundred yeares expired proved a new coppie to be granted hym by the Stewards... Theis ij Shoppes and this cottage we were Suters to my Lord for the Renewinge our Estate, and had them promised if we wold shew we held them which we did and lefte those evidences we held them by with them, to that end they might remember what we desired to have and Mr Smyth procured vs to draw a draught of a lease of them which not now performed. And now Walter Wormell hath got a lease over or heades of those ij Shoppes and the cottage howse and hath put into the said lease this Shopp and certane land now in question and hath promised my Lord to try them with the Towne of his owne charges".<sup>(1)</sup> The law suit was, apparently between Wormell and the Town over whether the Round Table shop and the land was the property of the town and the rents customarily used towards the repair of the streets, bridges, and church and school of Melton Mowbray.<sup>(2)</sup> The town's evidence consisted of entries in the Town-Wardens' accounts to prove that the Wormells had had the tenure of the shop and land from an early date, paying an annual rent to the

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(1) Memoranda Booklet, 1596-1607.

(2) Appendix V1: Legal Memoranda No.5.

Town-Wardens, and attention was drawn particularly to the fact that most of the accounts were witnessed by Walter Shepherd, Bailiff to Lord Berkeley, who later became one of the Town-Wardens. The townsmen emphasised the large arrears of rent owed by Wormell for the property, and added in the memorandum that "Walter Wormell hath not onlie bene troblesome hymselfe but hathe harmed others to stand upon covenantes as may appear vnder his owne hand. And he will nether paie his taxacons to the Churche nor the poore nor the Kinge". (1)

The history of the rent and tenure of the copyhold cottage is difficult to trace. From 1565 to 1572 Elizabeth Bardall paid 4s. a year for a house, and from 1590 to 1596 Widow Barnard paid the same rent for a cottage; during these periods the rents of all the trust properties have been accounted for, therefore it is evident that this cottage was not part of the trust and may well have been the copyhold cottage. On the other hand from 1565-72 and from 1596-1600 a rent of 12d. a year was paid by various tenants which cannot be identified with any of the trust properties.

That parcel of lands called the Spittal Leys, consisting of 25 leys, was sometimes rented out yearly to groups of the inhabitants, whilst at other times between 1556 and 1600, parcels of it were held on long leases. From 1556 to 1563 a sum of 16s.8d. (1556-59) and 17s. (1560-63) were received by the Town-Wardens as rent for the Spittal Leys, no further details being given. In 1566 five of the

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(1) Memoranda Booklet, 1596-1607.

Spittal Leys were leased to Roger Barnes and William Poley together with the Spittal Chapel and the two adjoining cottages, this lease being for 21 years and due to end in 1587. At the same time the other 20 leys were leased to 15 persons, each of whom had one or two leys, at 6s.8d. a ley, a total amount of £22.8s.6d. being paid in 1566 and no further payment being required. This lease was for 10 years beginning Lady Day 1566, being the wheatfield year, and was therefore due to end at Lady Day 1576. At Michaelmas 1577 the Spittal Ley next to the hedge, with the hedge itself, were let to Clement Crowe for 21 years for a fine of 8s. and an annual rent of a shilling; it is evident that he maintained this lease after 1598 when it was due to end, since in 1600 he was still in possession. He probably obtained a new 21-year lease in 1585, since at this time the rent of the ley was increased to 2s. a year. The summary of his lease of 1577 adds "That he shall plant and maintain 20 Ashes and maintain the quicke and maintain the willow". The Spittal Leys were abundant in willow and there are in the earlier Town-Wardens' accounts several entries of persons buying willow heads from them. There is no further reference to the Spittal Leys until 1582 when the remaining 19 leys of the parcel of 20 were rented to 16 persons; 10 leys at 2s.8d. a ley and 9 leys at 2s.6d. a ley. Two brief entries in the minute book and memorandum booklet record that on 24 June 1584 the "Spittal Leys were let this year 10 beasts at 3s. a ley, the rest at 2s.8d. being the whetefield year" and on 1 May 1585 they were "letten this year being the peasfield 10 beasts at 2s.8d. the rest at 2s.6d.", in both cases referring only to the 19 leys discussed above.

In 1586 the Spittal Leys were "letten to divers men fallow year and several for 2s." On 27 April 1587 24 leys, the long lease of 5 leys now having terminated, and Crowe's ley being the exception, were rented to 24 persons; 9 leys at 3s., 5 at 2s.10d., 4 at 2s.8d., and 6 leys at a shilling. On 24 April in the following year 24 leys were again rented to 24 persons, 6 leys at 2s., 9 at 3s. and the remainder at 2s.10d. In 1589 we find 5 leys let to 5 persons at 2s. a ley, there being no reference to the other leys in this year, but on 4 May 1590 16 leys were let to 16 persons, 7 leys at 2s.6d., 3 at 2s.4d. and 6 at 2s.2d. It would seem that eight leys were not leased this year, but a closer look at the rents for the town properties reveals that some tenants paid for their leys along with the rents of their houses, and it may be that some had their leys on a long lease like Clement Crowe, who always paid the rent of his cottage in Spittalgate and the rent of his ley together. In 1591, 1592, and 1593 the accounts simply note £2.0s.2d. received from divers men for the Spittal Leys. In the Town-Wardens' account for 1594-95 10 leys were rented to 9 persons at 2s. a ley, and in the account of 1596-97 5 leys were rented to 5 persons at 2s. a ley. There is no reference to the Spittle Leys in the account for 1597-98, but in the account for 1599, on April 18 William Trigge and Mathewe Lacy, feoffees, leased the Spittal Leys and obtained a rent of £2.7s.10. which they forwarded to the Town-Wardens, and in 1600 a further £2.2s.6d. was obtained from the lease of the Leys.

Despite the gaps in the records it is evident that all the Spittal Leys were rented out to a number of the inhabitants every year, either on a long lease to groups or individuals, or for only a year

at a time. The tenants of the land changed a great deal, even from year to year, therefore many of the inhabitants of the town were able to benefit from this extra pasture. Often, in the same year, the rents of the leys varied, and the evidence suggests that the variation was caused by the number of cattle expected to be grazed on each ley; for example in 1584 the leys were let "10 beasts at 3s. a ley, the rest at 2s.8d." and in 1587 9 leys were let at 3s., 5 at 2s.10. 4 at 2s.8d. and 6 at a shilling. From 1584 to 1586 the crop of the open field, probably the North field to which the Leys probably adjoined, is given in each year, and the evidence is that in the wheatfield year the prices of the Spittle Leys were higher than in the Peasfield year, whilst prices in the Peasfield year were higher than in the fallow year. Presumably the grazing was more expensive in the Wheatfield year because the open-field grazing, after the crop was gathered, was not so plentiful or rich as after the harvest in the peasfield year, whilst in the fallow year there was plenty of grazing which made the rents of the Spittal Leys cheaper. A comparison of the total amount of rent received from the leys in 1556 with the total amount received in 1600 shows a substantial increase, though it is difficult to establish any one point at which this rise occurred because of the yearly variations in prices. Although Clement Crowe's rent was raised in 1585, it may well be that the rent rise of the remainder of the leys was gradual rather than that it formed part of the general rent rise of 1585.

Although the Spinneys, with the Orgar Leys, were used as free pasture by all the inhabitants of Melton Mowbray, various parcels of the Spinnies were leased out to individuals or groups of the inhabitants. The first known lease of the Spinneys was made soon after the purchase of the pasture land in 1566, when Hugh Elwood and Richard Greves rented the Nether or Inner Spinneys for the period from Christmas 1566 to Lady Day 1567 for the total sum of £11.10s. From 8 September 1567 to 25 March 1568 Robert Odham had the Nether Spinney, whilst Eustace Gulson rented the Upper Spinney from 8 September 1567 to 2 February 1568, the total amount paid for both being £13. It is evident that these parcels of the Spinneys were being leased for their "winter croppe or pasture". Fifteen named persons, with some others unnamed, had the winter crop of the Nether and Upper Spinneys in each of the four years beginning 8 September 1568; as with the previous leases the term for the Upper Spinnies was to end at Candlemas, and the term for the Nether Spinneys was to end on Lady Day. The total amount paid was £40, £26 in ready money and the remaining £14 at Martilmas 1569. For the sum of £10, to be paid in equal portions at Christmas and Candlemas, Mathew Brokesby rented the Spinnies from 29 September 1573 until the Purification of Mary (2 February) 1574. There are two more references to the leasing of the Spinnies. In 1577 Michael Bentley and Thomas Giles rented them for three years for the total sum of £20; in each of the three years they were to use the pasture from Lady Day, commonly called Waltham Fair Day, until Candlemas, that is, not only for the winter crop but for the whole year save for the period from 2 February to 25 March in each year. In 1583 John Knolles, Thomas Hudson, Richard Stanhame

and Thomas Spencer rented the Spinnies for this same period, from Lady Day until the following Candlemas, for the sum of £5.6s.8d., to be paid in equal portions at Lady Day and Candlemas. Although in the last three entries referred to above the land is described only as the Spinnies, it probably comprised the Upper and Nether Spinnies; the last entry adds that the land was the "upper and Nether Spinnies and that they (the tenants) shall fence them at their own charge". Except in 1566 the annual rent for each of these parcels of the Spinneys was generally about £5, but it dropped to just over £3 in 1577, and just under £3 in 1583; the variation is not explained. Between 1566 and 1584 many of the townsmen benefited from the extra pasture on these short leases, the longest of which was for 4 years. The tenure changed frequently, and in any case was usually in more than one man's hands. After 1584 there are, however, no further references to any leases of the Upper and Nether Spinneys, which may suggest that after this date these parcels of the Spinneys were used with the rest of the pasture as free common for the town.

The Spinneys are described in the trust deed of 1600 as consisting of the Upper, Open, and Inner Spinneys with the Anuldowne and Mylne Holmes, and also as that parcel of land called the Spinnies with one meadow adjoining. We have seen that the Upper and Inner Spinneys were rented out to the inhabitants, but no reference to the leasing of the Open Spinneys or to the Anuldowne Homes can be found. The meadow was probably identical to the Spinney Holmes and it is clear that the Spinney Mylne Holmes were rented out to the inhabitants.

The earliest known lease of the Spinney Milne Holmes was made the year after the purchase, in 1565, to William Hawley and William Blythe, being a ten-year lease for which they paid a total of £8.12s. on entering, and a further 1d. a year for 10 years. In 1575, their lease expired, the Spinney Holmes were rented to the same two for a further three years beginning at Michaelmas 1575, the total rent for three years being £3.6s.8d. On Wednesday 25 May 1580 the Spinney Mill Holmes were rented to William Blythe and John Harris "for this somer croppe" for 26s.8d., and on Sunday 26 February 1581 they were rented to William Blythe, Nicholas Browne, and John Harris for three years for the annual rent of 33s.4d. These three tenants apparently extended their possession for a further year beginning 1 May 1585 for 33s.4d. to be paid at Midsummer. This seems to conflict with the entry in the memorandum of 14 February 1586 that the Myll Holmes with all the willows growing on all three Spinnies and the Mill Holmes "to be planted and the shredding of the same" were leased to Thomas Parr for 21 years commencing at Michaelmas 1585, for an entry fine of £7 and an annual rent of 40s. We do not know whether or not the Spinney Milne Holmes were always rented only for their summer crop, but if this were so it would explain the discrepancy. Between 1565 and 1585 the Spinney Myll Holmes were rented out on leases which varied from one to ten years, whilst the annual rent from the pasture gradually increased from less than 20s. to 33s.4d. There was little change in the tenure of the land compared to that in the Upper and Nether Spinneys; one of the tenants William Blythe maintained his tenure throughout the period 1565 to 1585. In 1585, however, this pasture, like the majority of

Town Estate lands was leased for 21 years and at an increased rent of 40s. a year, Thomas Parr the new tenant retaining this lease until at least 1600.

Before the purchase of the Spinnies the rent drawn from the townsmen for pasturage was more than enough to pay for the rents and maintenance of the Spinnies and the Orgar Leys, whilst the assessment of each individual requiring pasture rights on the Spinnies provided a valuable contribution towards the purchase of the property. After the purchase pasturage on the Spinnies was free but an income was still obtained from the property both from the leasing of parcels of the pasture, and also because any individual requiring pasture rights, or an extension of their pasture rights on the Spinnies, was required to pay a sum of money according to the rate decided in 1565.<sup>(1)</sup> There is evidence to suggest that leases of parcels of the common pasture were only made to meet emergencies. When the townsmen sought legal advice from Mr Fermor one of the questions they put to him was whether "in case of necessitye for the benefit of the town we may lawfully let our towne neates pasture or anie part thereof according to the purport of the indenture regarding the use of the same", and further "Whether anie ground being used in the fields in comon may be the consent of the greater number be used and held for 21 years in severalty for a comon benefit to the townes behoof, the comons of so much cattle being abated as the same ground would keep in the common time".<sup>(2)</sup> To both these questions

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(1) See above, p. 80.

(2) Appendix V1: Legal Memoranda, No.3.

Mr Fermor replied that common custom must prevail unless altered by the general consent. From 1565 to 1578 the purchase of the Spinneys and the law suits in the Court of the Exchequer and in Chancery involved the trust in considerable expense, whilst after the town meeting of 1582 the trustees also sought funds to remedy the poor condition of the streets, bridges, and church, and to purchase the Orgar Leys. From 1565 to 1596 there was therefore adequate reason to lease the common lands "for a common benefit to the townes behoof", and it seems unlikely that the townsmen would have abandoned this source of income if they could have continued to lease parcels of the Spinneys and still provided a free common for all the inhabitants. It is evident that the Spinney Myll Holmes were rented throughout the sixteenth century, from the time of the purchase, but the absence of references to any leases of the Upper and Nether Spinneys after 1585 suggest that a new policy was followed for these parcels of the Spinneys after this date; it may be that it was necessary to retain these parcels as free common in order to meet the inhabitants' needs.

One regular source of income from the Spinneys was the sale of woods, underwoods, willows, thorns and gorse growing there. In the Spinney-Wardens' accounts (1556-1564) there are numerous references to the sale of faggots cut from the Spinneys. After the purchase the townsmen continued to exploit this source. In 1564, £17.17s.2d. was obtained from the sale of trees from the Spinnies; well over 119 trees, some of which were ash trees and willows, were sold by Robert Odam and Thomas Meye (Spinney-Wardens?) and the money delivered to Hugh Lacy and Richard Trafford to meet their expenses

in London whilst engaged in purchasing the Spinneys. There are, however, surprisingly few references in the Town-Wardens' accounts to the sale of faggots cut from the Spinnies, and these belong largely to the later years of the sixteenth century. Apparently the townsmen usually let the right to cut the under woods, rather than themselves bear the cost of cutting and making faggots and then selling them. The earliest reference to such a lease is in 1565 when the "goske" in the Spinnies was sold to Nicholas Browne for four years for the sum of 40s. received beforehand, "and he not to fell any gorse or thoernes within the breadth of one ley from the hedge", the lease to begin at Christmas 1565. In 1577 all the gorse in the Upper Spinney was "letten and sold" to William Woolley, Nicholas Browne, and others, to be felled before Candlemas and carried away before Lady Day 1578, for the sum of £5. On 15 May 1583 Bartell Grene, Bryan Shyers, John Henrys, Nicholas Browne, and Thomas Wormewell had the gorse of the Upper Spinneys with the thornes growing one ley from the hedge for £5 "and they to be in charge of kidding them aswel feld as unfeld". Before 1585 these leases were all short-term leases, but at Michaelmas 1585 Abraham Shelton and William Spencer obtained a 21 year lease of "the goske in the Spinnies and the thornes growing within the compass of the goske and firs to be feld taken and carried away for their best commodity"; they paid a fine of 52s. and a yearly rent of 26s. 8d. which shows a substantial fall from the amounts paid in earlier years. This lease was surrendered on 24 April 1589, and on 4 August 1589 we find a note that "Bryan Shyers allowed tenant to the moytie and half of the goske and thornes in the Spinnies in

like sort as was granted to William Spencer", indicating that Shelton still kept his part of the lease. By 1590, however, the lease was again in the hands of the town, for in the Town-Wardens' accounts of 1590-92 660 gorse kiddes cut from the Spinneys were sold to nine inhabitants at 3s.4d. a hundred, 20d. for half a hundred, and 14d. for 40. In the account of 1595-96 250 gorse kiddes were sold to give inhabitants each of whom had half a hundred; in some cases they paid 3s.6d. whilst in others they paid 2s.6d, the total amounting to 10s.4d. On 25 September 1599 Mathew Lacye paid 4s. for 8 score of fir kiddes, whilst in 1600 Edward Homes paid 18s.8d. for the Spinney firs "as by the particulars he will give you will Apeare". It is clear that the woods growing on other Town Estate pasture land were also either leased, or cut and sold.

The leases of all parcels of the Spinnies, including the under-woods, follow the same pattern. Before 1585 the leases were all short-term, from one to 10 years, and were usually held in severalty, both devices enabling a large number of inhabitants to benefit from them. In 1585, however, whilst leases of two parcels of the Spinneys were discontinued, the Mill Holmes and the Spinney woods were, like the rest of the Town Estate lands and properties, leased for 21 years, and their rents, which had fluctuated before 1585 became consistent. There is more evidence for the leasing of the Spinneys before 1585 than for any of the other lands and properties, and it may be that the pattern of short leases before that year and long after would also apply to other parcels of the Estate; if this were so, however, one would have expected more evidence of leases for other town lands and properties to have survived.

There are in the Town Estate records entries of rents and leases of parcels of land which like the two copyhold shops are not listed in the trust deed of 1600, and therefore did not form part of the trust. These lands cannot be identified with any parcel of the trust lands and may have been part of the common fields, as they were leased out only for short periods which were determined by the common agricultural pattern. They were called the Prior's Close, the Abbott's Close or Leys, Mill Close, Open Close and Temple Gore Wong. Only the site of Mill Close, off Water Mill Lane opposite the water mill, and Prior's Close, which lay in the bend of the Eye Brook on the present railway and allotment site, are known.

Not until 1583 are there any entries concerning these lands, suggesting that the decision to lease them was made in 1582 when the townsmen decided to reorganise the letting of their lands and properties. From 1583 to 1587 the Mill Close was rented from Midsummer (24 June) or the morrow after Midsummer (25 June) until Candlemas (2 February) in each year, for the "after crop". The rent paid in each year varied. In 1583 to 1584 Hugh Elwood paid £5 for the land to be paid in equal portions at Midsummer and Candlemas; in 1584-85 William Odham paid £4, and in 1585-86 Thomas Parr and Richard Stanhame paid £4.13s.4d. Henry Shipwarde had the Mill Close from 3 August 1589 to 2 February 1590 and paid £3. The Prior's Close was rented out for a similar period in each year; from 1583 to 1591, except in 1585-86 and 1587-88, when there is no record of any lease, the close was rented from Lammas Day (1 August) or the morrow of Lammas Day until Candlemas. In 1584-85 Thomas Chauncey alias Gyles paid 4 marks, and in 1586-87 Nicholas Browne paid £3.10s.6d.

whilst in the following years Chauncey alias Gyles had the land, again for 4 marks. The payment of these rents is not always noted in the Town-Wardens' accounts even when we know from the memoranda of the leases that a rent was paid. In the account of 1595-96, when there is no record of a lease of the land, we find the entry "Itm Mr Boswell and his partners, William Symon and his partners for Priors Close and Mylne Close: £7.8s.6d." Four leases of the Open Close are noted in the Minute and memoranda booklets, on each occasion the period was from Lammas Day until Candlemas or "till the fields be laid severally" or "untill the time it is accustomed to be laid". In 1583-84 John Withers held the land for 30s., and in 1584 to 1585 for 15s; in 1586-87 Bryan Shyers held the land for 40s., and in 1589-90 John Withers again held the land for 20s. The variation in the amount of rent paid was considerable and may, like the renting of the Spittle Leys, have been connected with the type of crop grown in the common fields in a particular year. There are two references to the leasing of Temple Gore Wong; on 15 May 1583 William Downes rented the land "From the time that the fields be comon till Candlemas" for 10s. paid at equal portions at Michaelmas and Candlemas; whilst on 26 June 1586 Mr Turner received the land for 6s.8d., no further details being given. Likewise there are only two references to the renting of the Abbott's Close or Leys. In 1584 Thomas Chauncey alias Gyles held the land from Midsummer "until the field be eaten at Opentide" for 6s.8d. and on 3 August 1589 Henry Gulson had the Close "and the other leys adjoining and enclosed till the peasfield be laid"

for 23s.4d. It is quite possible that these parcels of land were rented out for part of each year throughout the sixteenth century, but we cannot be certain as no other records exist besides these. It is clear that these lands were leased by, and the rents due to, the Town Estate, and not to the manor or parish, since information about their leases and rents is to be found in the Town Estate records, whilst in 1596 money received from parcels of them were applied towards the purchase of the Orgar Leys as follows; "Mr Boswell and Hugh Ellwood for the latter cropp of Prior close for ij yeares: £5.6s.8d; Rec. of Mr Bentlie and his partners for the latter cropp of mylne close for two yeares: £7; Rec. Wm Trigge for the latter cropp for 2 yeres and one yeares fallowe for the close at Burton Bridge (being either Abbotts or Open Close) £5."

These lands were on short leases, usually for one crop, and in this, and the way in which the rents varied, the pattern is very similar to that for the Spittle Leys and the Spinneys before 1585. This common pattern is distinctly different from the leases of the bulk of the Town Estate lands and properties discussed earlier.

It has been remarked that the system of short-term leases of agricultural land enabled many inhabitants to benefit, and there was, in fact, a considerable circulation of the land amongst the inhabitants. We find, however, that this circulation was often amongst a group of more prosperous townsmen, rather than amongst the inhabitants as a whole.<sup>(1)</sup>

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(1) See W.G.Hoskins, The Midland Peasant, 1957, pp.141-147, for the existence of a similar "peasant aristocracy" in Wigston Magna.

Apart from the lands and properties which the town owned, the townsmen also drew rent charges from various other lands and properties in Melton Mowbray which are listed in the trust deed of 1600 with the amount of rent charge due from each property. There was a rent of 2s.6d. a year issuing out of a cottage in Church Lane, probably the present Church Street which runs southwards from Bothe Rowe to the churchyard. Throughout the period 1556 to 1600 the cottage belonged to the Lane family, although it is sometimes referred to as "Jesson's house" probably an earlier owner. The Lane family also occupied a piece of meadow called Davy Hook which probably lay in the north field of Melton Mowbray since it extended to the Scalford Brook, and from which a rent charge of 2s. was said to be due in the trust deed of 1600. The Town-Wardens' accounts show that the rent charges varied, 5s. a year being paid for Davy Hook from 1556 to 1582, whilst from 1590 to 1600 9s. a year was paid by Ambrose Lane and his wife as rent-charge for both these properties. The trust deed also states that a chief rent of 9s. a year was due from five cottages now made into three, situated "in a certeyn place called rotton Rowe in Eyegate". Eyegate was probably the present Leicester Street which runs from the market place down to the river Eye where it is crossed by Kettilby Bridge, now called Leicester Bridge; Rotton Rowe may be the lane now called Park Lane, at the eastern end of Leicester Street near Bothe Row. The alternative Eye Gate is the present High Street which also leads down to Kettilby Bridge, but there is on the 1787 map no lane or place leading off High Street that might be Rotton Rowe, unless this was

another name for Bothe Row which is unlikely. Thomas Chauncey alias Giles was owner of the property in 1600 and in 1587, whilst Clement Giles paid the rent from 1557 to 1563, suggesting that the property was in the hands of the Giles family from 1557 to 1600. From 1556 to 1595, according to the Town-Wardens' accounts, no rent was paid, whilst Nicholas Woollandes, perhaps a tenant of Thomas Giles, paid the rent between 1596 to 1600. The earliest reference to this rent charge is in the account for 1556-57 when Christopher Draper paid 9s. chief rent for the property said to be due towards the repair of the bridge. It is probable that all the rent charges or chief rents had been donated to maintain the bridges or towards other common uses. A rent charge of 1s.6d a year issued out of a cottage of Bartholomew Brokesby Esq., and in the occupation of William Carver from 1556 to 1589, and from then until 1600 in the occupation of Nicholas Taylor. The only indication of the site of this cottage is that it was near a well in Melton Mowbray. A rent charge of 9s. a year was due from certain lands late parcel of the possessions of Kirby Bellars priory. Before 1571 there is no reference in the Town-Wardens' accounts to the payment of this rent, but from that year it was paid by Mr Markham, the Queen's Bailiff, and said to be due from the Queen towards the maintenance of Kettilby Bridge. Although in 1600 a rent charge of 4s. a year was said to be due from certain land in Sysonby fields late in the occupation of Richard Townsend, there is no record in the Town-Wardens' accounts of this rent being paid between 1556 and 1600. A rent charge of 5s. a year from other

lands in Sysonby, late in the occupation of John Collington, is noted in 1600, but no rent was apparently paid after 1567; likewise an annual rent charge of 6d was due from a close in Welby, late in the occupation of Robert Thorpe of Welby: this rent was apparently not paid after 1572. Altogether in 1600 the town claimed to have an income of 33s.6d. a year from chief rents, but for the greater part of the period 1556 to 1600 the full amount was not paid.

It is clear that between 1556 and 1572 the Town-Wardens collected rent charges from other lands and properties. From 1556 to 1567 1s.6d. a year was paid by William Halley the younger and then by Elizabeth Smythe; from 1560-63 5d. was received "out of Hawkyn's house", and from 1560-72 4d. a year was received from John Freeman out of lands in Sysonby and 5d. a year out of a house of John Wythers. None of these rent charges is recorded in the trust deed of 1600.

Although the ley and a piece of land called a ley and a balk, lying in a croft called Austyn's yard, is not listed in the trust deed as property from which only a rent-charge was due, in the accounts the rent of 6d. a year, which remained stable throughout the period from 1556 to 1600, is sometimes described as a chief rent, and there is no evidence to suggest that the ley and a balk was ever leased by the Town Estate. The croft itself was evidently not part of the Estate, and any changes in the persons paying the 6d. rent reflected the change of ownership or tenure of the croft, rather than changes were effected by the Town Estate. Until 1582 the rent was paid by Thomas, and then John Austyn; from 1582 to 1588 by George Dent,

whilst Thomas Randall paid it from 1588 to 1590. From 1590 until 1600 the 6d a year was paid by Nicholas Bury and then by his widow. In the minute book an "agreement for Austyn's yard with Mrs Bury" made in 1590 or 1591 is recorded as follows: "It was agreed with Mrs Bury late wife to Nicholas Bury, and Mr Gilbert Bury and other gentlemen, friends to the heir of the said Nicholas, for a rent due to the town always claimed as due for a ley and a balke in a croft called Austenes yard, when was given to the use of the town by all their consents i Ashtree growing upon the same, and promising the continuance for ever (of) the old rent of 6d per annum, and confessing that it might always be lawful to distreyne in the same croft for the said annual rent of 6d. and for arrearages if any happen". Such an agreement, acknowledging the right of the Town Estate to 6d. annual rent, may have been made on each change in the tenure or ownership of the croft.

CHAPTER VI

FINANCE AND PUBLIC WORKS

The Town Estate's primary source of income was the rents received from its land and properties. The annual rents from the former gild lands and properties and the two shops held of Lord Berkeley amounted to £13.5s.4d. before 1585, and after that dated increased to £20.19s.4d., although the amount claimed in each period sometimes varied slightly, by a shilling or two, because of minor increases or decreases in one or two of the rents.<sup>(1)</sup> According to the trust deed of 1600 each year a regular sum of 33s.6d. was claimed in rent charges, although the Town-Wardens' accounts suggest that perhaps additional rent charges were claimed by the town in the 1550s and the early 1560s.<sup>(2)</sup> After 1585 a total annual income of £3.6s.8d. was due from the Spinney Myll Homes and the Spinney woods, but otherwise the income drawn from the Spinneys was not a fixed annual sum, nor were the rents drawn from the Spittal Leys from 1556 to 1600, and from parcels of the open fields after 1584. The total income annually expected from rents of the Town Estate lands and properties, is therefore uncertain, and so is the income annually obtained from other sources. In most years between 1556 and 1600 some arrears of rent were collected which often amounted to a substantial part of the total income, whilst from time to time the annual

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(1) See above, Chapter V.

(2) See above, p. 189.

income was supplemented by the payment of entry fines. In many cases the entry fines are not entered in the Town-Wardens' accounts, suggesting that their "Charge" did not constitute the entire income of the Estate. It is evident, however, that the Wardens dealt with the greater part of the income of the Town Estate, the fines apparently being an exception to the general rule that all income came into the hands of the Town-Wardens and was entered in their accounts.

Another fluctuating amount entered in the Town-Wardens' accounts was the surplus from the previous years account. Between 1572 and 1595 any surplus income was not apparently handed on to the succeeding Wardens but was set aside to form a Town Stock. There is evidence that on occasions the townsmen loaned out money from the Town Stock and charged interest on the loan. It does not appear that this was a common occurrence, since there is only one note of such transactions taking place. On 15 March 1593 Henry Shipward borrowed £10 from the Town Stock and made an obligation of £20 to the Town-Wardens for the repayment of the £10 with a bill for the payment of 15s. "for the use thereof", which money was fully paid on 3 September 1596 with the whole of the interest, though according to the entry in the minute book it should have been paid at Michaelmas 1593 like the other monies loaned out at this date. At the same time Mr Lane had made an obligation of 20 marks for the payment of £7.15s. at Michaelmas 1593, which was discharged on 15 March 1594. "Thomas Parr did likewise deliver in his obligation of £10 for the payment

of £5.10s. at the said feast of St Michael in the same order (this sum fully paid 3 September 1596 and with the whole interest) Roger Measure did also deliver in his obligation of £8 for the payment of £4.16s.7d. in like manner (this sum fully paid with the whole interest)". These payments of interest due on loans are noted in the appropriate Town-Wardens' accounts.

Between 1560 and 1572 the Town-Wardens collected an annual, but not a fixed sum, from the festivities at Easter and Whitsuntide.<sup>(1)</sup> There was also an irregular income from the sale of willows and willow heads cut from the Spittal Leys, and, after 1564, when the rights to the woods were not leased out, from faggots cut from the Spinney woods, an income previously collected by the Spinney-Wardens and entered in their accounts. Even as late as 1594 the Town-Wardens received contributions towards pasture rights on the Spinnies according to the rate agreed on in 1564, whilst occasionally the sale of goods swelled the total revenue in a particular year. - in 1572, for example, 4s. was received "from Lyme that was soulded",

In very few years between 1556 and 1600 was the total amount of expected income from rents gathered by the Town-Wardens, but in most years the total amount of revenue exceeded that claimed from rents, being collected from the sources enumerated above. The total income of the Town Estate for the year 1556-57 amounted to £23.8s.8d., but only £10.2s. was received in rents and rent charges due that year. £11.1s.4d was received in arrears of rent for previous years, 16s.8d. was obtained in rent from the Spittal Leys

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(1) Appendix II.

for 1556-57, £1.7s. was received from the previous Wardens being the surplus from their accounts, William Halley paid 8s. "for a welow at Spittel Lees" and William Adcock paid 2s. "for the rest of the money he received for the town as appeareth by his bill". The accounts for the following two years show a decrease in the amount of income, £18.9s.2d. being received in 1557-58 and £16.7s.10d. in 1559-60.

In 1560-61 the income of the Town Estate apparently rose to £32.1s.10 $\frac{1}{2}$ d. according to the total "Charge" noted in the Town-Wardens' account of that year. This increase was not, however, due to an increase of revenue but can be explained by the method of accounting followed. The Wardens charged themselves with the whole of the rents and rent charges due to the town for that year which amounted to £15.8s.11d., including the Spittal Leys, and also with all the arrears due before 1560-61, which amounted to £8.5s.8d. In addition £8.16s.7d. was received from the previous year's account, and 9s.10 $\frac{1}{2}$ d. from the Lord of Misrule. A total amount of £9.12s.2d. due from rents, rent charges, and arrears, which had been charged to the Town-Wardens, remained unpaid and was therefore entered in the Discharge. Thus the actual income collected by the Town-Wardens for the year 1560-61 amounted to £23.8s.10 $\frac{1}{2}$ d. which shows little increase over the income received in 1556, whilst the total Charge of £32.1s.10 $\frac{1}{2}$ d. shows the total amount of income due to the town from all its sources of revenue. The total income expected for 1561-62 was £36.18s.6 $\frac{1}{2}$ d.; for 1562-63 it was £32.17s.0 $\frac{1}{2}$ d., in 1565-66 it was £33.2s.9d., and in 1566-67 it was £35, but the actual income collected was in each case

appreciably lower, this method of accounting giving a deceptive impression of the income received.

In the Town-Wardens' account for 1570-72 a total Charge of £38.12s.5d. is noted, but only £24.9s.8d. was actually collected, £22.1s.8d. being received in rents for two years, and the total amount being made up from £2.2s. from the Lord of Misrule and 4s. for the sale of lime. The greater part of the expected income consisted of arrears of rent, some of which were due before 1556, and none of which was paid in 1570-72, whilst some of the rents due for the two years of the account also remained unpaid. The total revenue received by the Town-Wardens for the years 1582-84 amounted to £32.1s.7d. This consisted of £23.6s.2d. in rents collected for the two years, £2.9s.4d. from the Spittal Leys, £3.6s.8d. for the Spinney Myll Holmes and £2.19s.5d. from arrears in rents.

Between 1556 and 1585 the annual income fluctuated considerably; the lowest amount being £12.4s.7d. in 1570-71 and 1571-72, and the highest £28.2s.5d. in 1561-62, as far as can be accurately estimated from the surviving Town-Wardens' accounts. The effect of the purchase of the Spinneys in 1564 was to increase the town's income, but an examination of the total revenue received by the Town-Wardens gives little indication of this increase.

In the year 1585 to 1586 the revenue of the Town Estate showed a great increase which was due to the general rise in rents and the re-leasing of the town lands and properties. In 1586 £51.16s. was received in entry fines and £20.7s.2d. was received in rents and rent charges, amounting to a total income of £72.3s.2d. in one year.

Between 1585 and 1600 the average annual income of the Town Estate was higher than between 1556 and 1586 because of the rent rise, but again there was much fluctuation. The highest annual income between 1586 and 1600 was £44.3s., in 1595-96, and the lowest £24.12s.3d. in 1596-97.

Despite these fluctuations the Town-Wardens did not usually spend all the money which they collected; in very few instances was there a deficit and in some years the surplus was considerable - in 1560-61 it amounted to £12.12s.9½d. Between 1556 and 1563, and 1582 to 1600, the Town Estate lived well within its income; expenses were easily met without placing any undue strain on the available resources, even when the Orgar Leys were purchased in 1596. The period between 1564 and 1578 was, however, a difficult one for the Town Estate, the purchase of the Spinneys being closely followed by the Commissions of Enquiry into the town lands, and by the law suits in the Court of the Exchequer and in Chancery. These events<sup>c</sup> produced several accounts which are distinct from the Town-Wardens' accounts.

The purchase of the Spinneys was the most expensive commitment in these years, and the Spinney-Wardens' account for 1564-65 and the account of Richard Trafford and Hugh Lacy for 1564-65, which relate specifically to the purchase, have already been discussed in Chapter II. No sooner was the purchase completed than the town became involved with the commissions of enquiry (1566) and the Exchequer suit (1568). Richard Trafford and Hugh Lacy, having dealt with the purchase of the Spinneys in London, and having rendered their account for 1564-65 on 12 June 1565, were further charged with enquiries

in London regarding the commissions of enquiry into the town lands, and with representing the Town Estate in the Court of the Exchequer. Their account for "the sutes and Affayres" of the town began on 1 May 1566 and was audited on 18 February 1571, and during this period they spent a total sum of £97.8s.2d. Between 1566 and 1571 four visits were made to London, Trafford and Lacy being joined on three occasions by Christopher Whitehead. On their first visit they paid 54s. "for meat and drink att London for xviiij days being iii persons", 45s. "for or horsemeat there att xjd the horse day & night", and a further 12s.2d. "for or Charge vp to London & shewing or horses" and 12s.6d. "for or meat drink and horsemeat from London", whilst 3s. was paid at London "for thre payre of shoes" and 4s. "for a per of boots," amounting to a total sum of £6.10s.8d. The living and travelling expenses for the townsmen and their horses for 15 days in London at Midsummer Term, for the whole of Michaelmas Term and for a further 32 days "with fier in or chamber" totalled £22.4s.4d. which, with the expenses of the first visit, was well above the amount received by the Town-Wardens in any one year. During their first visit Mr Hunt and Mr Anderson, the legal advisers, were paid for drawing up the Spinney conveyance, thus completing the Spinney purchase, the remaining legal expenses noted in the account being for the Exchequer suit and for obtaining information about the commissions of enquiry into the town lands. On their first two visits the townsmen were concerned with procuring the two returns on the town lands from the Exchequer records, £5 being spent on such items as "searchinge the Books in the exchequer for the Retorne of the towne lands by one Lucas

and Uvydale", and for "sealing the commission with other writinges att Sr Walter Mildmays his Howse". From the time of their visit at Michaelmas Term they were chiefly concerned with the suit in the Court of the Exchequer, the legal expenses for which were considerable. 30s. was paid "to thre councellors for their councell & fees", 26s.8d. for "releasing of one Mr Samon and Mr Ardern being both bound for the towne land of Melton in too severall obligations", 54s.4d. was paid "for sewing forth an Alination and a licence by Reason of an Intrusion put and enforced agaynst us in the exchequer", 53s.4d. was paid "for the releasing of vs Willm Lane, Hewgh Lacie, Hewgh Olwood and Ric Trafford for yet we were bound to make answer to the Quenes majesties councell for ye hole Rent of or towne landes wth the Arrerages yet could be found from the first day of the Statute", 13s.4d. was paid "for making a Supplication to the councell for yat we could not bring or matter into the countrye by reason of the Quenes Attorney & Solliciter", and £4 was "pd to one Mr Marwood for ye deliverie of or Supplication & opening the matter at the barr And also for Sollictinge or matter in the court from the tenth of October vnto the last day of the term". Apart from these and other legal expenses detailed in the account - for example, drawing up documents and enrolling them in the appropriate government departments - which altogether totalled £25.13s.9d., a further £28.7s. was spent in rewards and a substantial sum in entertaining Mr Alderman Draper and other persons, whilst 20s. was paid from the account towards the payment of John Draper for the Spinney lease, and other small sums on town business not specifically connected with the Exchequer suit. Out of

the total sum of £97.8s.2d. spent by Trafford and Lacy £8.19s.4d. was due to Richard Trafford from his and Hugh Lacie's previous account. The total amount of their "Charge" for 1566-71 amounted to only £79.8s., Trafford again having to supplement the town funds from his own pocket to the extent of £18.0s.2d. Their "Charge" of £79.8s. consisted of 29s.6d. from the accounts of Town-Wardens Robert Odham and Michael Bentley, £2.15s.8d. from the Spinney-Wardens' accounts, £2.10s. due for pasture rights in the Spinneys, 7s. which was an arrear of rent, 37s. from William Taylor, Lord at East<sup>r</sup>1567, £20 from the sale of iron bought from William Webb of London for 26s.8d and 8s.10d. which was borrowed from two townsmen, whilst the remaining £47 came from Christopher Whitehead's accounts.

The abstracts of the two accounts of Christopher Whitehead are confusing, both because they are abstracts and therefore incomplete, and because they cover not only the Exchequer suit but also the Spinney purchase. The total amount of Christopher Whitehead's "Charge" for both his accounts was £146.9s., and it is evident from the few details given in the abstract that the greater part of this income had been received in entry fines for the town lands and properties, and in rents for parcels of the Spinneys and its woods. It may well be that for some years previously the fines had been collected by an officer other than the Town-Wardens and set aside to form a Town Stock, whilst those entry fines due between 1564 and 1569 were demanded in one instalment, or the greater part of the sum due was demanded in one instalment, in order to meet the town's commitments.

On the other hand some money was obtained by Christopher Whitehead from the accounts of the Town-Wardens and the Spinney-Wardens, and from the festivities at Easter and Whitsuntide, whilst other sums were borrowed from various townsmen. Although some current expenses were met from this account, for example, 20s. was paid to the glazier for mending the church windows, the greater part of the money was used to meet the expenses of the Spinney purchase, the commissions of enquiry, and the Exchequer suit. From his accounts Whitehead paid out £37.4s.3d. to Trafford and Lacy during the year 1564-65, and a further £47. during the period 1566-71, to help them meet their commitments in London, as appears in the "Charge" of their two accounts. Whitehead himself saw that certain sums of money borrowed to effect the purchase of the Spinneys were repaid, and also met a number of expenses incurred by the commissions of enquiry - for example, 40s. "given to Mr Hunt 26 September 1566 when Mr Doctor Cave, Mr Brian Cave, Mr Barklie & Mr William Digbie of Welbe sat in commission upon the town lands". The total amount of his "Discharge" was £148.3.9d., Whitehead having to find £1.14s.9d.

The extraordinary commitments between 1564 and 1571 caused the townsmen not only to drain all the available resources of the Town Estate, but even to borrow money which in turn had to be repaid from the normal revenue described above. This period saw a distribution of revenue which would in normal circumstances have been gathered by the Town-Wardens and entered in their accounts, to the accounts of Christopher Whitehead, and Richard Trafford and Hugh Lacy. Apart from such incidental revenue as the profits of the Easter and Whitsuntide

festivities, which were paid directly to their accounts, these three townsmen also received money from the current Town-Wardens' and Spinney-Wardens' accounts. It is probable that throughout this period the "Charge" of the Town-Wardens consisted only of the rents received from the town lands and properties. The Spinney-Wardens' account for 1564-65, which has already been discussed in Chapter 11, is the last surviving Spinney-Wardens' account; for some years after the purchase the Spinney-Wardens continued to keep accounts, but the exact nature of their content is unknown. It is clear that the normal revenue of the Town Estate did not meet the financial demands of these years. The purchase of the Spinneys demanded a large capital which the townsmen procured by borrowing from the local gentry. Since the loan had to be repaid from the normal revenue of the Estate, it consequently had repercussions in later years, whilst the situation was aggravated by the expenses incurred by the commissions of enquiry and the Exchequer suit. If these events had not followed so closely the purchase of the Spinneys the Estate would not have found itself in such difficulties. The townsmen found it necessary to raise other loans from both townsmen and local gentry in order to repay the initial loans, which presumably they had agreed to repay within a limited period, for the expenses of the commissions of enquiry and the law suit were using the revenue which would normally have been applied to the repayment. Moreover, the townsmen had probably planned to repay them from the normal revenue rather than incur any more debts. The commissions of enquiry and the law suit probably upset the townsmen's plans for the Estate,

but it was the coincidence of the events that caused the mischief. When compared to the large sums which the purchase of the Spinneys absorbed, the expenses of these two events was small.

Only three complete Town-Wardens' accounts for the period from 1564 to 1582 have survived, and in each case they show a small deficit whilst those for 1565-66 and 1566-67 show the normal business of the Estate considerably neglected. Out of a total income of £23.12.8d. for 1565-66, £11.8s.6d. was spent in repaying money borrowed to effect the Spinney purchase, and £7.7s.11d. in expenses concerning the commissions of enquiry, only £4.17s.7d. being spent on normal commitments. In 1566-67 £6.2s. was spent on the repayment of debts incurred by the Spinney purchase and £8.5s.9d. was spent on making enquiries about the commissions of enquiry, out of a total income of £25.10s.4d. Evidently the Town-Wardens had to curtail expenditure on normal business in order to meet these extra-ordinary commitments. By 1570-72 the pressure on the Town-Wardens had evidently eased, since in these years the total income, which consisted only of rents, was spent on normal town affairs. Unfortunately there are no other complete Town-Wardens' accounts for these years, so we do not know how the law suits affected the expenditure of the Town-Wardens during the whole of this period. Although the account of 1570-72 shows that none of the debt incurred by the Exchequer suit was repaid in those years it is probable that in later years the Town-Wardens repaid the debt of £1.14s.9d. which was owing to Christopher Whitehead. The town also owed £18.0s.2d. to Richard Trafford, who further requested at the foot of the account for 1566-71 "Itm for our travell & paynes About all yor

affayres since the beginning of or sutes or trust is yow will have some consideration thereof and so Reward vs even as the thing ytselke And also the comoditie thereof both present and to come Requireth".

We do not know when the decision in the Court of the Exchequer was arrived at, but it was probably not long before the year 1572 when a Bill of Complaint was filed against certain of the townsmen in the Court of Chancery. The expenditure on the Chancery suit is not so well documented as that on the Exchequer suit, but it is clear that between 1572 and 1578 when the Chancery suit ended, the town again had to meet extraordinary commitments as well as seeing to its normal affairs, whilst at the same time the debts incurred by the Exchequer suit had to be paid off.

There are only two accounts touching the Chancery suit. The earliest account, which forms the first entry in the minute book, is the account of Miles Bennes and William Lacy "for certain money laid out at Hilary Term 1572". Neither of these townsmen was at that time an officer of the Estate, but they were apparently appointed to carry out the town's business in London following the Marshes' Bill of Complaint. Their account shows that they visited London for a period of five days during which time they obtained a "copy of the supersedius that did discharge Thomas Lucas commission" and obtained for their counsel the services of "Sargent Loveles", besides purchasing a "paper book to make a regester for the town" and three locks and keys, presumably for the town chest. Their total expenditure amounted to only £2.3s.7d. a further 5s.5d. being repaid to the Town-Warden,

William Trigg when the account was audited before the parish on 23 March 1573. They obtained a total "Charge" of £2.9s. from John Lacey, the other Town-Warden, and from John Withers who may have been a Spinney-Warden. The other account is incomplete, but apparently covers the period 1577-79. The contents suggest that William Trigg, who drew up the account, was concerned with organising the town's finances at home, playing a role like that played by Christopher Whitehead in the Exchequer suit. Very little of the "Charge" of the account has survived, making it impossible to comment on the sources of income that Trigg used, but the "Discharge" provides an interesting commentary on the expenditure caused by the suit in Chancery. From this account Trigg paid 20s. to Robert Odam on 15 May 1577 "when the town was in trobell for ouer townes land", 6s.8d. to "Mr Arden the xxij January at hes going to London to Mr Laecy", 2d "bestood on Mr Awtherrea when Mr Lane and Robert Odam weled hem to beare Mr Arden comeney to London" indicating that a number of visits to London followed that made by Miles Bennes and William Lacey, and suggesting also that other accounts particularly concerned with the Chancery suit may have been drawn up but have not survived. William Trigg also paid certain more local expenses; 12d. was "speant by Robert Odam Mr Lane and Wm Trigg the xix of January when we weant to be bound to the sheref for the cause of ower townes land", 7s.2d. was spent "by James Lovet and Mr Lane when they weant to geate the Jostesis handes setto a letter to carry to London", this letter being already referred to in Chapeter 1, £9.8s.7d. was

"paed the xix of Aprill for searten men that weant to leaster to gyve eavedeances for ower townes land", and 2s. was "paed the vij<sup>th</sup> of July to the qvenes commesners for that the townesmen ded not weare capes acoring to the steateud". This account gives considerable insight into the type of expenses which the Chancery suit involved, but it is clear that this was not the entire expenditure. The legal fees must have been considerable and also the expenses in London incurred by the various townsmen who made visits. It is very likely that special accounts were made, like that of Miles Bennes and William Lacy on their one visit to London in 1572, or like the earlier accounts of Richard Trafford and Hugh Lacy for the whole period of the Exchequer suit. Because of the absence of these accounts or any other Town-Wardens' accounts it is not possible to comment more fully on the financial aspects of the Chancery suit save to say that its conclusion ended a period of considerable financial exertion for the Town Estate, an exertion which probably extended beyond 1578 if the Estate became involved in debts as a result of the suit.

The "Charge" of the Town-Wardens' accounts, as we have seen, is, in normal circumstances, the chief source of information about the income of the Town Estate; in like manner their "Discharge" shows the way in which the income was normally spent. An examination of the "Discharge" of the accounts between 1556 and 1600 shows that throughout this period a number of rents, due on the Estate lands and properties, were paid by the Town-Wardens, the chief of these being to Lord Berkeley, Lord of the Manor of Melton Mowbray. Each year the townsmen paid a chief rent of 20s.1d. to Lord Berkeley, and a

further 5s.8d. a year, being the chief rent for the two shops which the town held of him, and the earliest reference to which is in the account for 1565-66, whilst 3s.8d. a year was due to him for "strype and goese grene", this item being paid by the Spinney-Wardens before 1564. Between 1556 and 1589 the chief rent for the town lands was paid in two portions, 10s.1d. at Michaelmas and 10s. at Lady Day, whilst the other two sums were noted individually in the accounts. After 1589 the whole amount due to Lord Berkeley was paid in two portions - 12s.8d. at Lady Day and 16s.9d. at Michaelmas. These rents were paid by the Town-Wardens to Lord Berkeley's Bailiff; between 1556 and 1563 they were paid through the Bailiff to Lady Berkeley, who administered the estates during her son's minority.<sup>(1)</sup> After the purchase of the Spinneys in 1564, the Town-Wardens became responsible for paying to Mr Pagnam, through his Bailiff - Master Flower, Mr Lyvesaye, or Thomas Glover - the rent of £1.0.0. a year, in equal portions at Michaelmas and Lady Day, for the Orgar Leys, a rent which had previously been paid by the Spinney-Wardens and entered in their accounts. Following the purchase of the Orgar Leys in 1596 a chief rent of 1s.8d. due from the land was paid annually to Lord Berkeley by the Town-Wardens. From 1556 to 1600 the Town-Wardens also paid a chief rent of 13s.4d. a year from lands previously belonging

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(1) Lord Ernle, English Farming, Past and Present, 1912, p.33.

to the Isle of Axhome Priory and after the dissolution due to Richard Crymes of London;<sup>(1)</sup> this amount was paid to the Gilbert family of Sysonby, usually through their Bailiff, Mr. Hill. These rents were a regular annual expense, and even when the Town Estate's were most extended their payment was never neglected.

One of the chief purposes of the Town Trust was the maintenance of a free Grammar School, which necessitated the employment of a Schoolmaster. The position of Grammar School master dated back to the time of the guilds when he was probably paid by the Gild-Wardens; after the dissolution, according to the Trust Deed of 1549, he was to be paid from the profits of the Spittal Chapel estate. From 1556 to 1558 the Grammar School master, who is unnamed in the accounts, was paid a stipend of £8. a year in quarterly instalments of 40s. at Michaelmas, Christmas, Lady Day, and Midsummer. This was evidently a customary stipend which continued until about 1586, and may well have been fixed in 1549. The earliest reference, in the Church-Wardens' account of 1548, gives no indication of the schoolmaster's total stipend, as the 49s.10d. formed only part of this. From 1558 to 1566 the town appears to have had some difficulty in retaining a schoolmaster, and for a number of years was apparently without one. In 1558-59 the Town-Wardens paid 5s. "To him that should have been the schoolmaster", and between 1560 and 1565 there is no reference to the schoolmaster in their accounts. In the account for 1566-67 there

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(1) See above, p. 129.

are, however, four entries concerning the schoolmaster; on 22 April 1566 £5 was borrowed from Mr Bryan to pay the schoolmaster and on 8 May 10s.9d. was paid to Thomas of Saxilby" for the full payment of the scolemaster his wage due Michaelmas 1566", whilst 5s. was paid "To the Scolemaster which remained here a week" and Mr Whitehead paid 12s.6d. "towards the schoolmaster his wage at Michaelmas". The confusion surrounding the schoolmaster ends in 1570 with the appointment of Roger Chantler, M.A., who remained in office until 1600. On his appointment he was allotted a stipend of £8 a year, and the Town-Wardens' account for 1570-72 records the agreement: "Pd to Mr Roger Chantler scholmaster for his ordenary stypend apoyted hym by the towne awte of theyr landes as yerely pensyon towards his waige after £8 the yeire". In 1586 his stipend was raised to £10 a year. Roger Chantler quickly became an influential member of the community, and was active in the government of the Town Estate. His name appears as auditor on the Town-Wardens' account of 1570-72, and in 1600 he became one of the new feoffees of the Town Estate. In an undated memorandum of the late sixteenth or early seventeenth century there is a note of complaint against the Grammar School master. "Or Scholemaster that teacheth the gramer Scoole hath X li yearlie for the town. But the gramer Scolemr havinge not above x or xij of or Towne to teach will not receave those that be redie into his Scoole but will alledge that they are not redie but xx or xxxs. gyven hyn wilbe taken and so they wilbe fit for his Schoole".<sup>(1)</sup>

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(1) Memoranda Booklet, 1596-1607.

It is not possible to say whether or not this allegation was made against Roger Chantler; it does not fit in with the picture of him as one of the leading townsmen of Melton from the time of his appointment. The criticism probably applied to Chantler's successor who was appointed towards the end of 1600, when the Town-Wardens paid 2s.8d. "For thre quarter of wyne & sugar for the entertainment of the new Scolmr at his cominge".

The earliest reference in the Town-Wardens' accounts to the Usher of the schoolmaster keeping the Pettie School is in the account for the year 1586 when William Kyddier held the post for a stipend of £5 a year, but it is clear from the letter of the local gentry to the Barons of the Exchequer that he held the post from at least as early as 1576. Kyddier was succeeded by a Mr Sutton, but in 1599 the position fell vacant and was filled for half a year by Roger Chantler in addition to his usual duties; he was paid £1.5s. "for teaching the children in the ushers absence". A Mr Watson then became usher, but only for a quarter of a year, being paid £1 for his services, and was succeeded by William Fletcher who was paid £1.10s. for a quarter of a year as usher and for "ode wyrk". In 1600 William Slater was usher at the customary stipend of £5 a year.

There is no indication in the Town Records of the site of the School House, although it has been suggested that it probably lay in Spittalgate.<sup>(1)</sup> In 1582 we find the Town-Wardens meeting the

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(1) Hunt, op.cit. p.95.

expenses of "thatching the old schoolhowse" which amounted to 1s.2d., whilst in 1596 29s.3d. was spent on the school building. On this occasion 9s. was spent for a "trye" to lay over the skolehouse, 6d. was paid "for them that dyd helpe to lay the beame in the skolehowse .. & for carringe the pyses of tymber home that was borrowed", 5s.9d. was paid to "Rodden and his man for worke aboute the skolehowse" and for bords, brasons and nails, and 14s. was paid "vnto Heughe glasiare for takinge vp the leades over the skolehouse & laying theme dowene agen & for Shoderinge the lede wheare yt did nyde & for a borde & neales and Leinge the stonework & payntinge the same with lyme". It may well be that these entries mark the transfer of the school from an old thatched timber building to the church where, for many years, it was held in the eastern aisle of the north transept which was walled off from the main building for this purpose.<sup>(1)</sup>

The schoolmaster's house was situated in the church-yard according to the entry in the Town-Wardens' account for 1556, when the Wardens paid for "dressing ye house in the Churchyard for ye skolemaster". This house may have been provided by the town for there are no references to the schoolmaster paying any rent to the Town-Wardens, whilst it is doubtful they would repair property which did not belong to the Estate. Indeed it is most unusual to find any references in the Town-Wardens' accounts to the repair of Estate cottages, for according to their leases this duty lay with the tenants. The very few references to the repair of tenanted cottages belong to the earliest accounts,

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(1) Ibid. p.96.

suggesting that perhaps at this date the leasees were not obliged to maintain their tenements. Between 1556 and 1563 extensive repairs were made to the Spittall Chappell, but the maintenance of property was not one of the primary charges on the Estate's finances.

One of the chief concerns of the Town-Wardens, and a primary purpose of the trust, and before that the gilds, was the maintenance of the bridges and highways of the town. According to an undated late sixteenth-century memorandum, "the town hath two stone bridges of 14 arches standing upon the river eye".<sup>(1)</sup> These were the Kettilby Bridge, now known as the Leicester Bridge, over which ran the main road from Leicester, and the Burton Bridge over which ran the main road to Market Harborough, which was demolished in order to allow the construction of the railway bridge which now crosses the River Eye there. There were also two smaller bridges, one of which crossed the Scalford Brook at the entrance to the town at Thorpe End, known as Thorpe Bridge, whilst the other, "Sowthinges" Bridge, crossed a tributary of the Scalford Brook where it flowed across Burton End, and over which one had to pass before reaching Burton Bridge. The maintenance of the bridges was of vital importance to the market-town of Melton Mowbray, as was also the maintenance of the streets. As the memorandum referred to above states, although Lord Berkeley "will take upon him to give liberty to any that cometh either to fair or market to picke or to digge vpp our stretes for the setting of our stalls" he "will not repair nor amend any of those decayed places but will give the towne leave to

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(1) Memoranda Booklet, 1596-1607.

repair and amend them or else leave them in grime and decay", and if the townsmen chose to leave them unrepaired they could be presented at the Quarter Sessions. In their account for 1561-62 the Town-Wardens paid 40s. to the Undersheriff because "the way beyond Thorpe Bridge is not mended".

The portion of the annual income spent on the maintenance of the bridges and highways depended not only on the extent of repair required, but also on the number of other commitments the town had to meet in any one year, and on their urgency. In 1556-57, 1558-59, and 1560-61 the Town-Wardens spent only a small portion of the total annual revenue in repairing "ye heigh pavement", "the causey by the Saige Cross" and that "before William Kings' dore", and in repairing and paving Kettilby Bridge; in 1557-8, 1561-62 and 1562-63 nothing was spent on the maintenance of the bridges and highways. In 1556, 1559, and 1563, however, the profits of the Whitsuntide and Easter festivities were almost entirely devoted to this purpose. In 1565-66 and 1566-67 the Town-Wardens were concerned with meeting the expenses of the Spinney purchase and the commissions of enquiry, and therefore spent nothing on the bridges and highways, and although in 1570-72 both the Kettilby and Burton Bridges were repaired, it is very likely that the whole period between 1564 and 1582 saw some neglect of the bridges and highways. One of the primary purposes of the town meeting of 1582 was, however, to raise money to repair the bridges and highways; the cost of repairing the bridges was estimated at £80, "by the opinion of workmen" - £40 for stone, besides carriage, £20 for lime and £20 for workmanship, whilst the cost of repairing the

pavements was estimated at £31.3s.4d., which bears out the opinion that these matters had been neglected for some time. In the following years the greater part of the income of the Estate was spent on the bridges and highways. Between 1582 and 1589 £50.2s.6d. out of a total income of £199.14s.5d. was spent on repairs, in 1589-90 £24.15s.6d. out of a total income of £39.18s.2d. was spent likewise, whilst in all the remaining Town-Wardens' accounts for the sixteenth century some portion, and often a substantial portion, of the income was applied to the maintenance of the streets and more particularly the bridges.

Between 1556 and 1600 the repairs undertaken by the Town Estate followed the system of "direct labour", whereby the Town-Wardens purchased the necessary materials and themselves employed workmen to carry out repairs. Where major repairs were made, the Town Estate employed skilled masons and paviors, usually from outside Melton, to do the constructional work, and these were paid either a lump sum for the work they did or a daily wage, the Town Estate supplying them with labour and materials. There does not appear to be any instance of the Town Estate handing over a lump sum for a master craftsman to carry out a particular work on a contract basis, the contractor supplying men and materials. Because the "direct labour" system was employed, the Town-Wardens' accounts provide a detailed commentary on the cost and nature of materials and labour which the maintenance of the bridges and highways entailed. They also provide a detailed account of the expenses incurred by the repair of such buildings as the Spittal Chapel and the schoolhouse, when the same system was followed.

The Town-Wardens' accounts of 1582-89, 1589-90, and 1595-96 are of particular interest since at this time extensive repairs were made to the bridges and highways, whilst an additional source of information about this aspect of the town's affairs are the Lord of Melton's accounts of 1556, 1559, and 1563 which are solely concerned with repair work.

An essential material for the repair of the bridges was good building stone. The particular type of stone used is not given in the accounts, but it is clear that stone was obtained from several quarries. In 1556 and 1557 it was obtained from "Croson", in 1570-72 stone was quarries in the Melton Spinnies, between 1584 and 1590 it was obtained from the "stonne pitts" at "Clipsam" and Holwell, whilst in 1599 9s. was paid for "6 lodes of Wycam stone"; other sources may have been used for the quarries from which the material was obtained are not always mentioned by name in the accounts. There are few references in the accounts to the cost of purchasing the stone, but it does not appear to have been a particularly expensive commodity, for example, the stone obtained from Clipsam<sup>t</sup> cost 2s. a load, though we do not know the quantity which a load contained. The stone was quarried by labourers sent to the stone pits from Melton, and was brought home to Melton in the town carts, some carts being borrowed on occasions from Sysonby, Burton (Lazars), Wymondham, and Waltham. Lime was another important, and an expensive, material for the bridge repairs, and was obtained from a number of sources, which are not always stated, at varying prices. In 1556 it was obtained for 5s. a load, in 1570-72 at 7s.4d a load, in 1586 three quarters of lime with

carriage cost 11s. and it was also obtained in the same year from Jon Alte of Walton, 23 strykes with carriage for 10s.8d.; in 1589-90 a load of three quarters with carriage was obtained from a Mr Cooper for 8s., whilst in 1595-96 three quarters and 6 strykes were obtained for 13s.4d. Apart from details of these major materials the accounts provide a commentary on the numerous other materials used - in 1595 2d. was paid for "Allam", and 6d. for "patches", in 1589 4d. was paid "for a stryke of paches to make syse" - whilst the provision and repair of equipment also formes numerous items in the Town-Wardens "Discharge" - "Itm paid for a peyle to mingle theyre lyme mortar withall - 9d.", "For a Scuttell to carry lyme in -2d.", "Paid for an iron bounde spade - 12d", "Henry Butler for grynding the masons tools on his Gryndelston - 16d", "Selinge borde to make mouldes for the work - yd", "Itm for a coule to make putte - 16d".

Labour charges for obtaining and carrying material are detailed in the accounts. In 1556 those employed "casting down stone at Croson to the cartes" were paid 8d. a day, whilst in the 1580s a rate of 2d. a load was generally paid for "digging" stone in the quarries; numerous labourers were also employed in carrying sand, stone, and clay to the masons at the bridges. Apart from the clearing the site - "Willm Kinge for cytyng up ye seggs at borton bregge a day - 8d." - a necessary preliminary to work on the bridges was the setting up and maintenance of the dams - "William Kinge" for kepinge the water with a damme at Kettilby Bridge - 3s.4d", "Itm paid to Kyng and Knowles to stop ye dam where lewd peple had brokyne it

at borton brege - 4d", "William Kinge for making a damme at Burton Bridge to keep the water from the furthest arche - 16d", "Richard Taylor for ladinge oute water from the foundation of the new worke - 6d", "William Kinge for kepeinge dammes with ladinge" for 4 days at 5d. a day, Asden and Gardener for making dammes for 6 days at 8d. a day, "Ralph Parkinson for throwinge downe the dames at Kettilby Bridge - 13d".

A major charge on the Town-Wardens' finances was the wages of the masons working on the bridges. In 1556 one "Bele" was in charge of the work, and was assisted by his brother and "Nycson", all three being paid 1s. a day, and also by Roger Jarvis, a Melton man, who was paid 11d. a day. In 1559-60, 1560-61, and 1570-72 Roger Jervis did most of the minor repairs on the bridges. In the 1580s, when extensive repairs were necessary, as in 1556, a mason from outside the town was hired. George Browne, mason, received a total sum of £3.13s.0d. in 1586 in instalmentsof 13s., 40s., and 20s., in 1587-88 John Bull and Thomas Gaunt, both described as masons, were paid at a rate of only 6d. a day, which rate was also paid to George Browne and his two men in 1589-90 and in 1595-96, in the latter case the town also paying for their board and lodging in Melton. These rates seem particularly low for a mason's wage, particularly as some of those townsmen employed in serving the masons were paid at the same rate, others being paid at a lower rate of 5d. or 4d. a day.

The Town-Wardens' accounts of 1582-89 are the most detailed commentary on the repair of the causeways. Early references to their repair are comparatively few, and, although in 1559 Richard Glover, paver of Leicester, and his brother, were employed by the town, being paid £2.2s. for their labour, "meat and wine", it is probable that on no other occasion were the repairs to the causeways as extensive as those made in 1582-89. In the 1580s the Town-Wardens, whilst supplying labour and materials, again employed a "paver" to undertake the work. In 1582-84 the paver, who is unnamed, was paid 58s.4d. "for paving the cawsey in the Spittal End being ~~xv~~<sup>xviij</sup> and x yarde in lengthe & breadthe at ijd the yarde", whilst between April and September 1587, the paver, again unnamed, paved a total of 95 yards at 6 $\frac{1}{2}$ d. the yard. Anthony Brown was paver in July 1586 and was succeeded by Richard Neyle who carried out work from August 1586 to January 1587. Browne was paid a total of £5.14s. for his work, details of which are not given, which was paid in instalments of 33s.4d., 40s., 20s., 15s., and 6s., which sums are described as part of his wages or for work done; Neyle received £5.12s. from the Town-Wardens which was likewise paid in irregular instalments and similarly described. It is probable that Brown and Neyle undertook the work at a certain sum per yard, like the other pavers, who may indeed have been identical with them, rather than that they were paid a fixed wage per day or week; they may have been hired to do the work for a certain amount which was paid in instalments, but this seems less likely from the evidence given in the accounts. In 1582-84 the paver's labourer was paid 6d. a day, and the town also paid a total

of 12d. to the paver "For his boyes charges in lieu of one other labourer promised to him by the town". Apart from this labourer, who worked 26 days, three other townsmen on occasion served the paver at this date and were likewise paid 6d. a day. The amount paid in subsequent years to men employed to serve the paver varied, at 6d., 5d., 4d., and  $3\frac{1}{2}$ d. a day. The greater part of the money paid to labourers was not to those actually serving the paver, but to those engaged in providing him with materials. Some labourers were engaged in digging sand and gravel which was obtained locally - 2s.4d. was paid to William Twelve in 1586 "for filling a pyt in his yard made by digging sand for the streete" - whilst carrying these materials to the paver was a considerable item on the accounts. Workmen engaged on these tasks were paid at a daily rate of 6d., 5d., 4d., or  $3\frac{1}{2}$ d. The stones, "pibbles", and "coggels" used to repair the highways were obtained locally from "Pickwell field", "Stapleford field", from Reresby, from the brook, and even, in one instance, from the streets, whilst the paver was paid 6d. "for iii lodes of pibbles out of his own yard". Those engaged in gathering these materials were generally paid at 5d. a day, although there are instances when less money was paid for labour - "Thomas Moody & Roberte his sonne & ij women in the churchyard for gathering coggles in the brooke - xvid" - whilst on occasions the material was paid for by the load - in 1582-84 4s.8d. was paid for "xxviij lodes of coggles at ijd the lode", in 1586 Abraham Shelton was paid 10s. "for gathering xl loades of pibbles in Stapleford fields after the rate of iijd the lode",

and in 1587 Mayses Bell gathered "xxxvi lodes of pibbles at id of the load". It is not at all uncommon to find women employed in gathering stones, pibbles, or coggles. Before the paver could begin his work the area of street in need of repair had to be cleaned, and there are several entries to this effect, for example, in 1587 Dunmow and Richard Stevens were paid 10d. "for clensing the street against John Lacye's dore for the pavier to work", and it was also necessary for the paver to prepare his materials - in 1586 Richard Neyle spent "ii days sorting pibbles in Pickwel field", and was paid 8d.

According to the defendants in the Chancery suit one of the purposes of the Melton Mowbray Town Trust was the maintenance of the fabric of the parish church of St Mary. Between 1556 and 1600, however, repairs to the church fabric formed only a very small portion of the Town-Wardens' discharge, and consisted largely of minor expenses for paving the church floor, mending the plumbing, and repairing the "holywater stocks". Despite the fact that the townsmens' decision in 1582, to apply a portion of the increased income of the Town Estate to "The repair also of the roof of the church, the ordering of the seats and amending the church walls", estimated at £30,<sup>(1)</sup> was not carried out, the resolution implies that the repair of the fabric was one of the customary functions of the trust. The largest sum of money spent in any one year

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(1) "Town Records"

by the Town-Wardens on the church was in 1561-62 when the Estate paid for a new bell for the church - called "our Lady Bell", according to the Church-Wardens' accounts. A total sum of £9.9s.1d. was spent in taking down the old bell, going to Holwell for a bell and transporting it to Leicester where it was cast by one Master Mewkon, and in transporting the new bell back to Melton and hanging it. Apart from the charges for labour and materials, there are many entries in the account for refreshments - ale was drunk when the old bell was taken down and also when the new bell was hung, whilst 6s.9d. was spent on fish and meat and ale at Leicester, the Wardens paying 8d. for "2 gallons of ale for them wch blewe the bellows at Lester at the casting of the bell".

The Town-Wardens' accounts from 1556 to 1600 show that the repair of the church fabric was but one way in which the Town-Wardens supplemented the income of the Church-Wardens from the profits of the town lands. In 1556-57, 1557-58, 1595-96, and 1596-97 the Town-Wardens paid sums of money to the Church-Wardens to enable them to balance their accounts; in other years payments were made to the Church-Wardens for the provision of church furnishings - in 1557-58 3s. was "delivered to hew lacie and Denys Shepherd for iij ob. yarges for an auter cloth", in 1559-60 13s.4d. was paid to the Church-Wardens "to paye for the bybell", in 1560-61 3s. was paid to Thomas Ives "for ij salters for the church". In 1596-97, 1599 and 1600 the Town-Wardens forwarded to the Church-Wardens money for "brede and wyne for Receaving of the Comuyon agenste ester", which amounted to over a pound in each year, whilst in 1560-61 12d. was paid "for a quart of wine

draink at the church at the arvitrament". On occasions the Town-Wardens met the charges of the Church-Wardens in going to Leicester "at ye visitation", and in 1597-98 3s.4d. was "Paid Mr Shepherd that he gave one of Lester to follow some causes towchinge the church" and Thomas Blythe and Geffreye Tallis, Church-Wardens, were given £1. "to pay for things abowte the townes affairs". It is not possible to comment fully on the nature of these "causes", but there is probably some connection between these entries in the Town-Wardens accounts and the fact that in 1598 a copy of a composition between the Vicar and the town of Melton was taken from the registers office at Lincoln by William Lacy, Church-Warden and transcribed in full in the minute book. This composition was confirmed and sealed by the Bishop of Lincoln in 1525 and, as an early sixteenth-century inventory states, concerned "the Vecars Resydens wt other many thungs moo wheche he ys bownde to as more largely apereth In the sayd Composycon".<sup>(1)</sup> Evidently the townsmen were having difficulties with their vicar, Edward Turner, M.A., and it is perhaps significant that in 1599 Melton obtained a new vicar, Isaac Cooper, M.A.

The policy of the Town-Wardens appear to have been to supplement the income of the Church-Wardens where this was necessary, a policy which also extended to help the town constables. From the earliest accounts we find the Town-Wardens discharging expenses normally associated

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(1) Appendix V1: Memoranda, No.2.

with the Constable. In 1556 2d. was paid "to Donnewell for taking downe ye ..... of the galowes", in 1560-61, 1561-62 and 1570-72 the Town-Wardens paid for the repair of the stocks; on severall occasions they paid for the "Scowrying of the towmes harnes", and repaired the press in which it was kept. From time to time the Wardens paid various charges made on the town, or handed the necessary money to the Constables to pay them; in 1560-61 13s.4d. was paid to "Master Pushen the Crowner when he satt at Ellynd Sundley", and 13s.4d. was "paid at Mychylmas to the bayle of the hundrethe for morsements for the town", whilst numerous payments to the sheriff were made, the purpose of which is not always stated. One of the most irksome burdens on the townsmen was the supply of provisions for the Royal Household; the task of collecting the Queen's provision fell on the Constables, and when the Melton Constables failed to collect enough money the difference was made up by the Town-Wardens. In 1565-66 12d. was paid "to the Constables to make the rest of the money for the provision for the quene for fatte shepe", in 1570-72 20d. was paid "To the chief Constable for hennes towards the provision for ye Quene", and in 1596-97 13d. was paid to Mr Boswell, Constable, "for what he lacked of the provision money". When the state demanded it the town was also compelled to equip soldiers for war, and in 1584-85 we find the Town-Wardens paying 35s. to Richard Greves and Thomas Pine "in payment of 2 horses with gears appointed and taken to goe into the north aboute the Quenes Majesties affaires", and in the same year they also paid 20s.

to Hewgh Elwood "by the appointment of the towne" "for the furnishing of a soldier", whilst again in 1597-98 £1.11s. was paid "that the towne was charged at towards settinge forth a sodyare". The Spanish wars led to a greatly increased taxation and many times in the period from 1584 to 1600 the Town-Wardens paid out varying sums to the Constables "to make up the some of the fifteenth". Evidently the Constables were finding it very difficult to meet all the charges put on them for during this period payments, amounting to as much as £5.8s. in the twelve months, were made to them by the Town-Wardens in almost every year; the purposes for which the money was intended were not always specified, but some of this money probably went towards the payment of national taxes, whilst other amounts went to provide munitions - in 1587 £3.15s. was paid to Mathewe Lacy" for the furnishing of munitions when he was Constable" - or, as in 1596-97 "towards the making of a becon at bucmester". During this period the Constables often had to meet the charges put on their accounts from their own pockets, which sums were repaid by the Town-Wardens from the profits of the town lands - in 1597-98, for example, £1.2s.3d. was paid to Andrew Lacye and William Peate" dew unto them for the foote of their accounte". The pressure on the Constables' finances probably accounts for the numerous entries about the apprehension of felons in the Town-Wardens' account for 1599. In this year 13s.4d. was paid "to the crowners for theyr fyes vpon the inquisession of the dethe of Smelle" and perhaps the numerous entries for the apprehension of two prisoners is connected with this - 3s.4d. was paid "at the Swan for the prysiners svppers breakfaste fyare and candells all night", 1s. was paid "for ij watchemen watching all night", whilst the Town-

Wardens also paid the expenses of transporting the prisoners to the gaol at Leicester. In the same year 1s.8d. was "paid aboute Roger Slye his apprehension for fyare at Freers, for watching hym that nyght iij men at the frye barrowes howse and fyare there", and 3s.6d. was "paid for havinge hym to the Justises and so to Lester gayle for iij mens charges & to the gayler his ffyee". The Town-Wardens also paid 8d. "to tow men to geve the Justeses with a counterfete sodiar named Frythe", and 4d. was paid "to the beyle at the statures daye for his fee" and another 4d. "when the crownar sat", whilst 16s.8d. was paid to "Mr Thomas Cave's Clark for becon watching and powder". In this year the Town-Wardens thus showed an exceptional concern with the affairs of the Constables of Melton Mowbray, a substantial part of the Town Estate income being spent in supplementing that of the Constables.

The Town-Wardens spent practically nothing on poor relief. In 1557-58 3s.6d. was "Allowed William Dyng for a yere for dryving of beggars out of ye towne half a yere rent of his howse", in 1582-84 2s. was "Geven in rewards by the consent of the towne to Martin Wolley being blynde yet he might depart from the towne", and in 1596-97 18d. was "Paid vnto a pore skoller by the apoyntmente of Mr Lacye, Mr Wyders and Mr Trigge, feoffees. In 1599 several payments were made to soldiers - 2d was "paid unto one Robert Yates a sodiare maymed towards his sopper and lodginge" and 4d. was paid "to the sodiare towards his mentenance homewardes"; 3d. was "Paid another sodiare named Jepson for his bedde & towards his Relyffe homewards" and 4d. was "Paid a frenchman that had no Relyffe but upon his

pasporde to gowe to hull". These are the only references to relief of the poor in the extant Town-Wardens' accounts between 1556 and 1600. One would, perhaps, have expected rather more emphasis on provision for the poor in the Town-Wardens' accounts since it is usual to find that the guilds applied some portion of their income towards the relief of poor brethren, and one might expect this function to have been carried on by the Town Estate along with other purposes inherited from the guilds of St John and St Mary. In the law suits, however, where we find the only statements specifying the purposes of the trust, provision for the poor is not specifically mentioned. The trust was said to be for the maintenance of a free Grammar School, for the repair of the church, bridges and highways and for other common purposes. Any earlier concern with poor relief may well have been abandoned by the trust in view of the introduction of national statutory rates for the poor.<sup>(1)</sup> The Town-Wardens, whilst spending small amounts on every conceivable aspect of town and parish affairs did not spend Town Estate income unnecessarily on causes for which a national parochial system provided; the parish records show that there was an adequate system of poor relief in Melton Mowbray.

After the purchase of the Spinneys in 1564, the Town-Wardens not only became responsible for paying the rents of the Orgar Leys

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(1) But see below, p. 236.

and for "strype and goes grene", as referred to above, but they also became responsible for meeting a number of other charges previously discharged by the Spinney-Wardens. In almost every year from 1565 to 1600 the Town-Wardens paid out money for repairing the pinfold walls and gate and providing straw for it. In 1587-88 "Draycot of Thorpe" was paid 36s. for "plassing" 40 acres of the Spinnies, generally at 1s. an acre, and in the same year 2000 "setes" were purchased for the Spinnies at 2s.6d. per 1000. The maintenance of the ditches and hedges of the common pasture was a frequent, but not apparently, an annual charge on the Town-Wardens, whilst another less frequent charge was the payment of persons making "kyddes" from the Spinney gorse - in 1590-92 13s.6d. was "payd Frisbe and Remington for making Gose kydes in the Spynies nyne hundred", and in 1595-96 five persons were employed at this task, four of them being paid at 5d., or 6d., a day, whilst John Taylor was paid 21d. for "120 kids making".

The entries in the Town-Wardens' accounts for the payment of wages are confusing because they are extremely irregular, the exception being the payment of the schoolmaster and usher which were made regularly for the greater part of the period 1556 to 1600. From Michaelmas 1586 until 1594 William Kinge was paid 12d. a year "for keping ye banke at Ketelbye bridge", a task which was not carried out in other years. King may have been appointed to do this only during that period when extensive repairs to the bridges were made.

The entries in the accounts for the payment of wages to those persons employed in maintaining the Spinnies seem to have been haphazard,<sup>(1)</sup> whilst certain other wages were also paid very irregularly. In 1556-57 and 1558-60 William Dyng was paid 3s.6d. a year by the Town-Wardens for "keping ye bells and ye leades"; from 1560-63 Robert Kyddier received 13s.4d. from the Town-Wardens for "keping ye clock and chyme" and 2s.2d. a year for keeping the bells and leads, and from 1561-63 an additional 12d. a year was paid to him for "for keping the townes harnes". From 1586 to 1593 William Kyddiar was paid 20s. a year for keeping the clock and chyme, and was succeeded by Thomas Ridgeway who was paid the same rate for the task in 1594 and 1595-96. The numerous gaps in the payment of these wages may be explained by the fact that in the intermittent years they were paid by the Church-Wardens. The wage of the glazier is likewise sometimes paid by the Town-Wardens and sometimes by the Church-Wardens. In 1560 the Town-Wardens paid the glazier a year's wage of 10s., in 1561-62 he received 12s. from them and in 1562-63 he was paid a half-year's wage of 5s. by them. In 1592-94 Hugh Brooke, glazier, often named Hugh glazier, was paid 20s. for two years wage and in 1597-98 he received his annual wage of 10s. from the Town-Wardens. Whilst in some years the Town-Wardens

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(1) See below, p.p 244-247.

paid these wages directly, in other years they handed over sums of money to the Church-Wardens to help towards the payment of wages - in 1556 30s. was given to the Church-Wardens "to pay the glazier", and in the same year 13s.4d. was given to them by the Town-Wardens "for the clarkes wages" - referring not to Father Clark, employed by the Town Estate, but to the parish clerk. The payment of these wages is another instance of the way in which the accounts of Church-Wardens and Town-Wardens interacted.

We have already seen that the expenditure of the Town-Wardens in 1565-66 and 1566-67 was dominated by the repayment of debts incurred by the Spinney purchase, and by making enquiries about the commissions of enquiry. In other years extraordinary business of this nature accounted for part of the Town-Wardens' discharge, but not, in general, to the neglect of the normal affairs of the town, as in these years. Apart from the Exchequer and Chancery suits over the Town Lands, the Town Estate was also involved in a law suit in 1556-57 and 1557-58. The exact nature of the suit is obscure, since the entries in the Town-Wardens' accounts are the only references to it; it involved Harry Tollys, who appears as chief witness for the plaintiffs in the Chancery suit, the Town-Wardens paying 15s.4d. "to attorney of ye law and a cowseler for harry tollys att he cawsed the towne to spend" and other legal fees in London. Another entry in the accounts for 1556-57 "itm hew lacie & I gave to Mr Williamson for hys counsell against ye vicar for the tytle ... so agreed of ye towne" 20d., suggests that another law suit concerning the town was in progress at the same time.

We know from the Town-Wardens accounts that even before 1566, when the unfavourable return of the commission of enquiry was made, the townsmen sought legal advice from Mr Hunt over the town lands. In 1557-58 10s. was "paid to Mr Hunt for hys counsell concernyng the townes land", in 1560-61 12s. was "paid to Master Hunt for his counsell of the townes land and our charge", 20d. "when we last went to master hvnt our charges", whilst in 1561-62 2s.6d. was "paid to Robert Odam that was spent at Lester when they went for the town lande". All these entries are perhaps an indication of the earlier commissions of enquiry said by Thomas Lucas to have been repulsed by the townsmen.<sup>(1)</sup> In a similar way, other entries in the Town-Wardens accounts, although perhaps being only brief entries and for small sums, throw light on the affairs of the town at that time. For example, on 1 March 1586 Richard Taylor was paid 6d. for "going twice to Harby to Tho.Ives", and on 2 April 2d was paid to Roger Ridgeway "for going to Harby aboute the same cause"; the cause in question was the making of a new deed of feoffment and "a skyn of parchment was purchased on 7 April" for the making of the new feoffment.<sup>(2)</sup> In almost every year some small payments were made for paper and for making up the accounts, whilst there

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(1) See above, p.37.

(2) Thomas Ives was one of the retiring feoffees, and it could be that a recent removal from Melton to Harby was the cause of his retirement, so implying that the residence-qualification for feoffees of the Town Estate, stated in the eighteenth-century trust deeds, was applied in practice in the sixteenth-century, although no clause to this effect appears in the trust deeds.

are also references to other writings necessitated by Town Estate transactions; in 1592-94 2s. was paid to William Bryan "for bondes making", in 1600 £1.10s. was "paid vnto Mr John Thearnebarne for makeinge and ingrosinge of the writing for the Orgar Leys".

The Town-Wardens' accounts provide a commentary on every aspect of the Town Estate's affairs; they record the payments made towards providing furnishings for the Easter and Whitsuntide festivities, and the payment of sums due to previous Town-Wardens "due upon their accounts", whilst another consistent type of entry was the payments made for the entertainment of benefactors or visitors, or those persons with whom the town had business. In 1556 7s.6d. was paid "for wyne Capons and Cakes geven to my lord Barcley", in 1557-58 12d. was "paid Mr Trayford yt he gave Mr Hunt at ij tymes at hys being here a potyll malmsey", in 1560-62 3s.8d. was paid for "wine and sugar for my lord Pearse at Christmas" and in 1562-63 2s.8d. was paid for "sugar almonds and a gallon of wine for Mr Draper", in 1570-72 20d. was paid "for wyne & sugar that was geven to thearle of Lyncolne", presumably when he visited the town, and in 1582-84 4s.6d. was paid "to Grace Green for the charges of the earle of Huntingdon at his Coming to the town the xxth of October 1583", whilst the Town Estate generally provided refreshments for the Justices whenever they met in Melton at the Swan.

CHAPTER VII.

ADMINISTRATION

The early administration of the Town Estate is obscure since it is not until 1556, with the Town-Wardens' account of that year, that the administrative records of the Estate begin. Between the dissolution of the Gilds of St John and St Mary and the establishment of the trust government and its administrative officers, the Town-Wardens, there was no doubt a period of confusion in the administration of the former gild properties. To some extent the transition was effected through the Church-Wardens who, in 1548, apparently met the debts of the now dissolved gilds, paying a sum of money to Christopher Whitehead, one of the last Gild-Wardens, towards the wage of the late Grammar School master, and paying £4 "the 4 day of September upon a Bill of Dett of Seth Lacy and John Fishpoole for the goodwill & favor of my Lady Berkeley for certain ground in Melton". In 1549 the Spittal Chapel was purchased from church funds, and the Church-Wardens met the incidental expenses of the purchase; in the same year they paid 4d. to the new schoolmaster. After this date there are no entries in the Church-Wardens' accounts to suggest that they were in any way concerned with Gild or Town Estate business.

According to the testimony of Henry Tollis in the Chancery<sup>n</sup> suit, "the Wardens of the gilds there Received the Rentes" of the properties "before theie were put downe And that the Masters of the towne of Melton received them ever synce". It is not possible to establish

when the first Town-Wardens were appointed, or when they first began to draw up their accounts, although it is evident from the Town-Wardens' account for 1556-57 that it was before that year. The speed with which the townsmen recovered the Spittal Chapel and the success with which they concealed the gild properties suggests that they would also plan or quickly organise a new administration of the properties and their profits. At the same time, however, the way in which the townsmen had acquired the gild properties would make them move cautiously. The Spittal Chapel and those gild lands purchased from John Beaumont, since they had been legitimately acquired for the town, would provide adequate reason for appointing officers who could then also be responsible for the profits of the concealed gild lands and properties. It is probable, therefore, that the office of Town-Warden was established, as its name might imply, immediately upon the dissolution.

From the time of their first appointment the Town-Wardens were the principal administrative officers of the Town Estate. Until 1564 they were concerned only with the administration of the former gild lands and properties, but with the purchase of the Spinneys they also assumed responsibility for the expenses and profits of the common pasture, hitherto administered by the Spinney-Wardens. In addition to collecting the rents from the town lands and properties, and accounting for the total income and expenditure of the Town Estate - for their chief duty was as financial officers - the Town-Wardens were also concerned with leasing the town lands and properties; being responsible, according to the trust deeds of 1573 and 1600, for drawing

up the leases and obtaining the signatures of the feoffees. The Wardens were not policy-making officers, but were rather managers responsible for carrying out resolutions agreed upon by the townsmen, and overseeing the day to day business of the Town Estate.

Owing to the absence of early trust deeds and of records such as minute books, which have not survived, or more probably were not kept, before 1573, the early administrative pattern is obscure; it was, however, probably very similar to that of the later years of the sixteenth century. The government of the Town Trust was based on meetings of all the inhabitants, which were held in the parish church. We do not know if town meetings were regularly held, or whether a meeting was called only to meet some particular occasion. The evidence suggests that the date of town meetings, and their frequency, varied from year to year; they were almost certainly more frequent than is indicated in the minute book and memoranda booklets, entries in which are generally separated by long gaps. The decision to hold a meeting was probably the result of informal discussion amongst the leading townsmen.

One of the chief duties of the inhabitants as a whole was to elect two Town-Wardens and approve their accounts; in general the Town-Wardens were elected annually, but often the same Wardens kept accounts for two years and more. Any other officers or townsmen dealing with particular aspects of Town Estate business were likewise appointed by the inhabitants, who also approved any extraordinary accounts, such as those of Christopher Whitehead, and Richard Trafford and Hugh Lacy. The inhabitants probably also elected, and approved the

decisions of, those smaller groups of townsmen who dealt with matters which an assembly of all the townsmen could not adequately consider. The trust deeds of 1573 and 1600 established a group of ten or twelve inhabitants as a decision-making body, but the minute book and memoranda booklets, which record, spasmodically, the decisions made at both town meetings and committee meetings after 1573, suggest that this number was generally exceeded.<sup>(1)</sup> As we have seen the trust deeds of 1573 and 1600 allotted to these groups of townsmen, who were not a permanent committee but were appointed for a particular occasion, the task of deciding the terms of the leases of the town lands and properties, and the way in which the Spinney underwoods were to be employed for the benefit of the town, and further authorised them to decide how the profits of the Town Estate were to be septn. After 1564 the regulation of the use of the Spinneys was an important part of Town Estate business. The townsmens' concern with the regulation of the common agriculture of Melton Mowbray was not, in the sixteenth-century, an incongruous part of the government of an urban community. As Maitland has shown in Township and Borough even in a county town like Cambridge, the Burgesses were very much involved in agricultural affairs.

The minute book and the two supplementary memoranda booklets record orders for the government of the Spinnies for 1579, 1586, 1589, and 1593.

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(1) The names of the townsmen who formed administrative committees are not always given in the minute book and memoranda booklets, which often record only the decisions made by the townsmen, and do not often take the form of minutes in the modern sense.

whilst there is also a separate order for 1600. These orders were drawn up either by a group of townsmen appointed for the task or they were agreed upon by all the inhabitants at a town meeting, thus following the procedure applied to the administration of the other town properties and their profits, according to the constitution outlined in the trust deeds of 1573 and 1600.

On 25 April 1579 "An Order, Stinte and Rate for the Cattel to be kepte within the common feldes and Spyneys beinge the neates pasture" was "made and agreed upon" by the 17 townsmen who signed the order. The first concern of the townsmen was to prevent the overcharging of the common pasture by enforcing the rate agreed by the inhabitants on 12 June 1565, "at the tyme of the purchase of the Spyneis", and reiterated in the trust deeds of 1573 and 1600. Any freeholder, farmer, or husbandman exceeding the stint of 3 beasts to a yardland or one "kye" and a follower to an oxgang, and any craftsman or cottager exceeding the stint of 2 "kye" and a follower to a cottage, did so "vppon payne to be pynede and paie ffor the ffirste offence ffor evrye Beaste excedinge this Rate iiijd. ffor the Seconde viijd. and for the third offence xijd". The townsmen also imposed a fine of 3s.4d. a head on any "steares or yonge bullocks being thre yeres olde or more" which were put on the neates pasture or common fields, and a fine of 10s. on any townsman who, "havinge in his tenure and occupation a ffarme and cottage bothe", kept "any ky or other beastes

for the pastures or commons of them bothe". Owing to the fact that "the keepinge of Bulls hath bene heretofore disordered and noysome to Divers men", the number of Bulls which were "to have the pryviledge as apperteyneth to comon Bulles" was limited to four; the owners of these bulls being stated in the order and instructed to "kepe ffor common Service at all tymes one Sufficyente Bull and to be put and kept before the Common Hearde". The fines imposed on those breaking the orders were to be gathered or levied by the Spinney-Wardens and employed towards the relief of the poor. Although later orders impose fines, this is the only statement of the use to which the money was to be put; the decision to contribute in this way to the relief of the poor may have applied only to this particular year.

There is no record of any other order for the government of the Spinnies until 21 April 1586, when "A generall order for the Spyneys" was "agreed vpon by the generall consent". Unlike the previous order it is chiefly concerned with the appointment of common agricultural officers, which probably accounts for the order being made at a town meeting rather than by a committee. At the same meeting the Spinney-Wardens were instructed to "appointe Commen daye woorke for mending the wateringe place in the Spyneys" and "appointe the gaps to be repaired and amended", whilst it was also agreed "yt all the headshippe of beastes shall have the Lybertye of all the pasture after they have eaten to Orgar Leys". The orders were also concerned with preventing the overcharging of the common, the Spinney-Wardens being instructed to

"Impounde every beaste wch is putt on for wch the owner hathe not common of his owne and so surchargeth shall paye for every beaste for the first offence iiijd. for the second viijd for the third xijd", thus reiterating one of the clauses of the order of 1579.

The Spinney Orders for 1586 laid down that "noe newe Erected Cottage shall kepe anye cattell at all", but this resolution was subsequently amended; a note immediately following the orders records that it was "agreed by Common Consente yt those new erected cottages wch have one cove or tow kye shall have them for this years payinge the Spyney Wardens xvjd, for a Cowe and yt they make them awaye or provyde otherwise for them and yt they paye for them when they putt on". In like manner the Spinney Orders for 1589 laid down that "no shop-dweller nor barndweller neither any new erected cottage shall have any common at all except they were inhabitants and dwelt on as cottages before the memory of man", but as in 1586 this resolution was amended, for the orders also state that "newe Erected Cottages shall be allowed to Common this year payinge to the Spynewardens xvjd. a beaste so they have not above towe or else to be impounded as overchargers of the common". Whilst not, as at first appears, entirely excluding new cottagers from the common, the townsmen strictly regulated their use of the pasture by allowing them grazing for a limited number of cows for one year only. Any new cottagers had to pay yearly for their pasture rights - if the townsmen decided to allow them any pasturage at all - and were apparently excluded from becoming free commoners.

There are two versions of the "Orders for or Spynies and for Ratinge and allowing Common for key or beastes to be putt on the feeldes

or common pasture" made on 12 May 1589; one is written in the minute book and the other in the memorandum booklet for 1589-90, but although the wording is different the content is the same. Whilst there is no indication of the way in which the orders for 1589 were arrived at, it is probable that they were drawn up either by a committee or at a general town meeting. The orders reiterate the rate agreed on in 1565 but do not restate the fines imposed in 1579 and 1586 for not complying with the rates. They lay down "That neather ffarmor nor Cottyar maye lett anye Common for any beastes except be demised a cottage with common or land with common according to the rate of iij beastes to a yardland or ij and a follower to a cottage"; this clause being the first reference to the question of townsmen letting their pasture since the trust deed of 1573 which stated that "no man shall let pasture to another", It is, however, in accordance with the terms of the trust deed of 1600 that "no inhabitant theire lett any ky pasture or pastures to any other man for money or other commoditie vnless he or they have land letten to them withall & to keepe after the Rate of the land aforesaid". As in 1579, the age of the cattle is regulated - "Itm yt noe Steares be putt on the Common pasture above towe yeares olde and a halfe at the tyme of putting to pasture" - but no fine is imposed. The orders for 1589 also state "that both farmers and cottyars which have not paid heretofore and nowe have beastes to put on the pasture shall pay according to the order set down at the time of the purchase of the Spinneys which is 3s.4d. a beast and so be free commoners". It was the policy of the townsmen to allow

farmers and cottagers to become free commoners after 1565; this did not apparently apply to any newly-erected cottages, but only to those which were inhabited as cottages "before the memory of man". The only reference to the Spinney-Wardens in this order is the clause which states "that every commoner shall find an able person to helpe to make a watringe place or towe in the vpper Spynnies when the Spynie Wardens will appointe a tyme and call them therunto", this being a resolution similar to that in the orders of 1586.

The townsmen did not only restrict the rate of cattle to be put on the Spinneys; the evidence suggests that on occasions they increased it. "It was Concluded and agreed on 14 May yt for this yeare everye Cottiar maye kepe thre kye if he have them of his owne the daye of this agreement and that in consideration every farmer shall allowe everye yonge beaste for a holle pasture. It is concluded that the next year no cottiar shall keepe but towe kye or beastes for his cottage and noe farmer shall keepe but thre kye or beastes for a yardland whether they be yonge or olde". There is some discrepancy in the dating of this order; according to the Minute Book it was made two days after the Spinney Orders of 1589, but in the memoranda booklet it is dated 14 May 1590.

Unlike the Spinney Orders for 1579, 1586 and 1589, described above, those for 1593 and 1600 are not concerned with the rating of cattle to be put on the common pasture, but with the protection of the Spinney underwoods. On 27 February 1593 it was agreed by the thirteen townsmen who signed the order "that from henceforth it shall not be lawful for any manner of person to their private use to fell and carry

away any manner of thorne or goske within the Spinney or hedge thereof". Any persons transgressing the order were to be reported to the feoffees, William Trigge and Mathew Lacye, and "if the said feoffees be at any (legal) charges (as a result) the towns money to defray it". The order of 21 December 1600, agreed upon by twelve townsmen, is similar. It states that "no person or persons whatsoever shall at any tyme or tymes hereafter cut downe loppe toppe stocke or grub vp or carrye awaye any thorne gorse or any other kynde of wood tymber or fuell in vpon from or about the said beastes pasture called the Spynnies without the appoyntment & consent of the town wardens for the tyme being who are to disport thereof according to the tenor of the said conveyance (of the Spinneys) and every offender herein will answer the contrarye at their perills". Both the trust deed of 1573 and that of 1600 laid down that the woods, underwoods, thornes, gorse, and willows growing on the Spinneys were, by consent of ten or twelve inhabitants of the best estimation, to be periodically cut down and sold, or otherwise employed to the general use; these orders of 1593 and 1600 were made to ensure that the Spinney underwoods were used only in this way.

It seems improbable that these were the only orders for the government of the Spinnies made between 1564 and 1600. The content of the extant Spinney orders suggest that more regular legislation would be necessary. On 1 June 1586, two months after the Spinney Orders for that year were agreed upon, we find, in the memorandum booklet for 1589-90, a list of "the names of 12 persons appointed to set down orders for the Spinnies", 15 persons in fact being named,

which suggests that another set of orders were issued either in the same year or perhaps for 1587. It is not, however, possible to say whether regulations for the use of the common pasture were issued annually, or whether they were revised only periodically as the need arose.

Since the only records of the administration of the common pasture before 1564 are the Spinney-Wardens' accounts, we cannot be certain whether similar regulations for the use of the common pasture were issued before the Spinneys were purchased by the town. A reference in the accounts to the appointment of 9 men for the "assessment of cattle to be put this year upon the Spinneys", does, however, suggest that orders for stinting the common were made before 1564. The Spinney Orders for 1579, 1586, 1589, 1593, and 1600, which reiterate and supplement the orders for the government of the common pasture as laid down in the deeds of trust, may well have differed considerably from any orders issued before the purchase.

It seems likely that the administration for the Spinneys and common fields before 1564, was, like the management of the Town Estate, based on town meetings and small groups of townsmen, with two Spinney-Wardens elected annually at a town meeting, being administrative officers and playing the same role in relation to the Spinneys and common agriculture that the Town-Wardens played in relation to the Town Estate properties. Whilst this basic pattern persisted after the Spinneys became town property, some changes did occur after 1564, particularly in the office of the Spinney-Warden.

Before 1564 the Spinney-Wardens were responsible for collecting the rents for the Spinnies and Orgar Leys, maintaining the lands, and supervising the cutting and sale of faggots. It appears that immediately after the purchase the Town-Wardens took over many of the duties of the Spinney-Wardens, particularly those of financial officers. Annual rents for beasts pastured on the common were no longer collected by the Spinney-Wardens, whilst the new income from rents for those parcels of the Spinneys which were leased out went to the Town-Wardens, who, as we have seen, also collected the profits from the sale of faggots. From 1565-66 onwards the Town-Wardens also paid the rent for the Orgar-Leys, and met expenses for the maintenance of the Spinneys and pinfold previously discharged by the Spinney-Wardens. The account of Trafford and Lacy for 1566-71 notes that 30s. was received from John Withers and Dennis Shepherd, Spinney-Wardens, suggesting the existence of Spinney-Wardens' accounts after the 1565-66 account of Spinney-Wardens Walter Shipwarde, William Lane, Mr Brokesbie, William Lacye, William Waltham, and Thomas Meye for the purchase of the Spinneys. For the reasons given above it is unlikely that the account of Withers and Shepherd was like the earlier Spinney-Wardens accounts; their account probably consisted of the payments due for free pasture rights in the Spinneys that had not been collected by the Spinney-Wardens in 1565-66. In 1573, 1578, 1579, and 1589 money was "collected and gathered of such as had not before this time paid according to the rate of 3s.4d. a cow" for free pasturage in the Spinnies. These payments are noted in the minute book and memorandum booklet for 1579-82, and are duplicated

in the Town-Wardens' accounts where they exist for these years. In 1573 and 1578 the money was collected by the Town-Wardens, in 1579 by Thomas Gyles, Spinney-Warden, and in 1589 it was paid to George Dent and Richard Stanhame, "Collectors for pasturing kye in the Spinnies", who also received payments of 16d. per cow "for commoning this year quia non cottagia". The Spinney-Wardens were not, therefore, always responsible for accounting for this money. According to the Spinney Orders for 1579 and 1586 the Spinney-Wardens were responsible for collecting the fines from those persons who transgressed the orders, but no accounts for this money have survived, the last Spinney-Wardens' account being that of 1565-66 for the purchase of the Spinneys. It is clear that the importance of the Spinney-Wardens as financial officers diminished after the purchase.

Between 1565 and 1589 the Spinney-Wardens were, however, responsible for seeing that the regulations for the use of the pasture were complied with, and in 1586 and 1589 were particularly charged with organising the repair of the watering places, duties which they might well have performed before the purchase. Whilst their early accounts show that before the purchase two Spinney-Wardens were elected annually until 1565 when there seem to have been six, there are only three references to Spinney-Wardens after 1565. The account of Trafford and Lacy (1566-1571) refers to two Wardens, whilst in 1579 and 1586 Spinney-Wardens were elected at the same time as the orders of those years were approved by the inhabitants.

On 25 April 1579 six Spinney-Wardens were elected - Thomas Gyles, John Withers, James Levitte, William Trigge, Nicholas Browne, and William Downes - and on 21 April 1586 four - Michael Bentley, William Trigge, Mathewe Lacye, and Henry Gulson. Although the election of the Spinney-Wardens is not recorded in 1589 they are referred to in the Spinney orders of that year; this, however, is the last reference to them. It is probable that Spinney-Wardens were elected annually from the time of the purchase until 1589; in 1586 they were said to be appointed only for "this year". But it appears that at some point between 1589 and 1593 these supervising officers were dispensed with, for in 1593 the duty of reporting offenders against the order of that year was given to Robert King, who was appointed to do this and "to keep the said Spinnies ... for the maintaining of the hedges and ditches in so good sort as they be at this present" for an annual wage of 10s., whilst in 1600 the Town-Wardens were given the authority to protect the Spinney underwoods, duties which presumably once fell to the Spinney-Wardens.

There are references in the Town-Wardens' accounts and in the Spinney Orders, to a number of other officers concerned with the administration of the common pasture. Some of these were, like the Spinney-Wardens, peculiar to Melton Mowbray; others are to be found wherever there are common fields. The Spinney Orders for 1586 are particularly concerned with the election of these officers. In April 1586 John Eastell was "allowed heardsman till Martillmasse" and "was chosen to be Common Swyneheards by common Consent Thomas Kyng till Martylmas". John Doonwell was "appointed to be Common haywarde or pinder till harveste and William Foster to helpe", in this case the

wages and duties of the officers being defined. It was decided that "they towe or some for everye of them to helpe the neathearde holme everye nighte wt the kye for savinge mens Corn and grasse and yt they shall have of everye beast impounded ob. for everye Swynhog ob. and for everye flocke of geise 1d. and for every flocke of Sheepe iiijd. and yt The Pinder shall let the partie know vppon whose Corne or grownde The trespasse ys doone before they be lett goe. And yt they shall have for wages of everye yarde land yd. for Crowchasinge and jd. for pyninge The wages for Crowchasinge and helping home wt kye to be devyded and doonwell to have all the pinders wages". Although there are few other references to the neatherd, swineherd, pinder, and crowchaser it seems likely that these officers were usually elected in the spring of each year, whilst references to them in the Spinney-Wardens' accounts suggest that their appointment by the townsmen was customary even before the purchase of the Spinneys. As we have seen, in 1593 Robert King was appointed to maintain the ditches and hedges of the Spinnies for 10s. a year; entries in the Town-Wardens accounts, despite their irregularity, suggest that the position was established at an earlier date. Although in the Spinney-Wardens' accounts and the earlier Town-Wardens' accounts the persons employed in keeping the Spinney hedges and ditches were paid for the work they did rather than by the year, it is possible that the payment of 5s. to Thomas Sheppard for ditching and hedging in the account for 1582-84 was, in fact, his half-year wage for "keeping the Spinnies", in which case the position may have been established at this date or earlier.

In the account for 1586-88 John Dunwell, the common hayward or pinder, was paid 20s. for "keping the Spinnies" and in 1595-96 Presson received 5s. being his "half year wage for the Spinnies", whilst between 15797 and 1600 10s. a year was paid to the neatherd, Thomas Myles, for ditching and hedging the Spinnies. There is only one reference, in 1589, to "Collectors for pasturing kye in the Spinnies", a duty which on other occasions was undertaken by the Town-Wardens or Spinney-Wardens; like the Spinney-Wardens and Town-Wardens, the two Collectors may have been unpaid officers.

In 1586, when the common agricultural officers were elected, it was "chosen and agreed that Abraham Shelton be the Town husband for overseeing the business of the town till Mayday come a year and we promise to allow him for his fee 20s. and more if he deserve it". This is the only reference in the Town Estate records to a townhusband, apart from the confirmation of his wage noted in the Town-Wardens' accounts. Again we do not know whether this was an annual appointment or whether Shelton was the only such officer elected; nor are his duties defined. At the same meeting four "Bridgemasters and overseers for pavements" were appointed, this, again being the only reference in the Town Estate records to these officers. They were probably appointed because of the major repairs to the bridges and highways being undertaken at this time, but it is not possible to say whether their appointment was annual or occasional. Unlike the townhusband they were probably unpaid officers, for all four men - William Lacye, William Lane, Robert Odham and Michael Bentley - either previously or at a later date served the town as feoffees, Town-Wardens, or Spinney-Wardens without financial reward.

Those elected officers who were paid a wage, the majority of whom were agricultural officers, generally undertook routine tasks and were of a lower social and financial standing than those townsmen who administered the Town Estate as Town-Wardens, Spinney-Wardens, and committee members.

Although the inhabitants of Melton Mowbray were at liberty to elect officers and administrators from amongst any of their number, we find that they consistently chose from a comparatively small group of townsmen who figured as natural leaders of the community, and who, during their lifetime, were involved in every aspect of the government of the Town Estate. Richard Trafford was typical of this group. According to the witnesses in the Chancery suit he was a former Warden of the Gilds of St John and St Mary, and, in 1549, became a feoffee of the Spittal Chapel upon its purchase for the town. Between 1555 and 1560 he held the position of Town-Warden, and from 1558 to 1561 he was one of the feoffees of the Town Estate. He played an important rôle in the purchase of the Spinneys, being responsible, with Hugh Lacy, for negotiating the purchase in London, both men then becoming Spinney feoffees until 1573. Between 1566 and 1571 Trafford and Lacy again spent a great deal of time in London investigating the returns of the commissions of enquiry and representing the townsmen in the Court of the Exchequer, as their account for these years shows. The minute book records that in 1573 Trafford was a member of a group of 17 townsmen responsible for leasing the Spinnies, but after that year Trafford's name seldom appears in the Town Estate records, whilst his son, Thomas, did not emerge as a leader in the government of the town.

Although it is possible to trace the role played by such men as Richard Trafford in the government of the Town Estate, they do not emerge as very distinct figures. Richard Trafford is generally described as a gentleman, and was probably a man of some wealth. Even the references to his property, however, are very scanty. In 1568 he was charged with concealing former gild land consisting of 3 acres called Our Lady Meadow, which he said he purchased from John Beaumont, whilst in 1583 his son sold a piece of land in Melton which adjoined his "capital messuage".<sup>(1)</sup> This information is obtained from title deeds to property obtained by the Town Estate in later centuries, and the existence of which throws some little light on the personal history of a number of prominent townsmen.

Many of the townsmen who played a role similar to that of Richard Trafford in the government of the Town Estate were described as gentlemen; others are referred to as yeomen. The name of William Trigge appears frequently in the Town Estate records. The earliest William Trigge, who acted as attorney for Christopher Draper when he purchased the Spittal Chapel in 1548, does not appear to have been very much involved in the government of the town; his son, however, rose to a prominent position in the affairs of the Town Estate. In 1572, 1576-77, and 1592-96, he was Town-Warden, and between 1577 and 1579 was responsible for organising the town's finances in connection with the suit in Chancery.

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(1) Appendix VI: Deed No.12.

In 1573 he became a Spinney feoffee and in 1587 a Town Estate feoffee, whilst in 1579 and 1586 he was elected Spinney-Warden. The minute book shows that in 1573 he was appointed as one of a group of townsmen responsible for leasing parcels of the Spinneys, whilst in 1586, 1593 and 1600 he was appointed as one of those responsible for drawing up the Spinney Orders of those years. His name appears frequently amongs the auditors of the town accounts, whilst his son, Robert, became a feoffee in 1600, and maintained the position which his father had established as a leader in the government of the town. The Trigge family were tenants of a Town Estate cottage in Spittalgate from at least as early as 1556 until 1600, but other evidence indicates that William Trigge was a prosperous yeoman who, during the latter years of the sixteenth century, built up a sizeable property. In 1582 William Trigge, husbandman of Melton Mowbray, purchased from Henry Shipward, gentleman of Melton Mowbray, a piece of ground in Melton called a "Gardeynstead", and a bakehouse and a small stable, situated between the land of Thomas Trafford, gentleman, to the east, in length 70 feet, and the land of Thomas Brokesby to the south and north, in width 46 feet, and towards the west 66 feet.<sup>(1)</sup> In the following year Trigge purchased the piece of ground adjoining the capital messuage of Thomas Trafford, referred to above.<sup>(2)</sup> In 1591 he bought another property from Michael Bentley, Merchant of the Staple, of Melton Mowbray, and his son, Christopher Bentley. This consisted of one messuage

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(1) Ibid., Deeds Nos.10 and 11.

(2) Ibid., Deed, No.12.

or tenement in Spittalgate, Melton Mowbray, with its buildings, stables, granaries, gardens, orchards, arable land, meadow, pasture, common and common pasture, woods, underwoods, pond, pathways, rents, receipts and services and all other appurtenances in the town and fields of Melton Mowbray and in Sixtonbye alias Sisonbye, now in the tenure and occupation of the Bentleys, late in the tenure and occupation of Richard Mitton. The land, 27 feet by 17 feet, in the upper part of the toft, called the yard, was bought by Michael Bentley from Thomas Hudson, otherwise all the premises were obtained by Michael Bentley from Dennis Orme, Scissor Merchant of London, on 1 April 1584 and enrolled in Chancery before the Judge of the Queen's Bench.<sup>(1)</sup>

It is unusual to find that men prominent in the administration of the Town Estate were tenants of Town Estate cottages; the majority of tenants were probably people of rather lower standing than Trigg. We do, however, naturally find that several of the town's leaders were tenants of parcels of the Town Estate lands. For example, Robert Odham was tenant of the Water Lane Close and the town lands in Welby from at least as early as 1556 until 1584. Oldham was a prominent person in the government of the Town Estate until his death in 1583.<sup>(2)</sup> He was Town-Warden in 1559-63, 1565-67, and 1577-79, Spinney-Warden in 1557-58, and Bridgmaster and overseer of the pavements in 1586. He became a Spinney feoffee in 1573 and Town Estate feoffee in 1576, whilst in 1573 he appears as one of the group who leased the Spinneys,

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(1) Ibid., Deed No.16.

(2) Melton Mowbray Parish Register, 1546-1641.

and in 1579 was one of those who drew up the orders of the year. We know very little about his personal background; he is generally described as a yeoman, and like William Trigge, probably had property of his own, and only rented the Town Estate land as additional pasture. Michael Bentley was another prominent townsman who rented parcel of the Town Estate lands, being tenant of the Great Wong in the North-field from 1595 to 1600. Like Odham he probably leased this land to supplement his own estate, for the sale of property to William Trigge in 1591 indicates that he was a man of substantial means. Although he is generally referred to as a yeoman or gentleman, he is more generally described as a Merchant of the Staple. He was appointed a Spinney feoffee in 1573 and a Town Estate feoffee in 1587, and was Town-Warden during the period 1567-1570, whilst in 1586 he was elected Spinney-Warden and in the same year, Bridgemaster and Overseer of Pavements. In 1573 he was one of the group responsible for leasing parcels of the Spinneys, and in 1597 approved the lease of a cottage; in 1579, 1586, and 1600 he appears amongst those who drew up the Spinney Orders of those years. In 1582 Bentley was appointed as one of the committee of five men who were responsible for raising the rents of the town lands and organising the new leases which appeared in 1585. Whilst many of the administrators appear as tenants of the parcels of Town Estate lands there is no evidence to suggest that they were particularly privileged, or that they acquired a monopoly of the leases. The town lands probably were leased to the more prosperous townsmen because only they could afford to rent extra pasture or arable, particularly after 1585 when the rents were, in most cases, more than

doubled. Not every townsman leasing these lands were concerned with the government of the Town Estate; Richard Mitton, gentleman, for example, leased the Chapel Close and Water Lane Close from 1585 to 1600 for a total annual rent of £1.16s.8d., but played no prominent part in the government of the Town Estate, never being named as officer, feoffee, or administrator.

The evidence of the Town Estate records indicates that those townsmen who played a leading rôle in the government of the town and figured as natural leaders of the community were prosperous yeomen or gentlemen. They were probably men of forceful personality who concerned themselves with the Town Trust, not only from a genuine concern to establish self-government, but because they wished to raise or maintain their social status. Indeed, these two aims were at one, for without the preservation and development of the Town Trust they would have had little opportunity to demonstrate their influence, except perhaps as Church-Wardens, or Constables, for their social position was too low for them to figure as Justices of the Peace. Even within the Town Estate there was probably much rivalry amongst those seeking influence and on many questions of policy there may have been differences of opinion, but the Estate records give no indication of any factions. The aim of the townsmen as a whole was to preserve and develop Melton Mowbray's autonomy, and that they did.

Whilst the role of feoffee was, after 1573 at least, an honorary position, since it involved few duties, that of Town-Warden may well have been irksome. The fact that the position was often held by the same townsman for a number of years might suggest that it was unpopular,

although it was a position of authority that could equally well have been highly coveted. The Town-Wardens bore a large responsibility for the administration of the Town Estate, particularly as financial officers, and there are instances where, because of a deficit, they had to meet the town's commitments from their own pockets. On other occasions, however, they retained the profits from their period of office for some time after it was due to be handed to the succeeding Wardens, or deposited in the Town Stock. Those townsmen who were able to borrow money from the Town Stock, at various rates of interest, in 1593, are men who were prominent in the administration of the Estate, some of them being Town-Wardens.<sup>(1)</sup> There is, however, little evidence to suggest that either Town-Wardens, Spinney-Wardens or those groups of townsmen elected to carry out particular tasks for the Town Estate, received any financial privileges, and there is no evidence to suggest that they received or expected any definite financial reward for their services to the town. Richard Trafford and Hugh Lacy in 1571 expressed a hope that the town might reward them for their services, but this is perhaps an exceptional case as for seven years between 1564 and 1571 these two townsmen had undertaken particularly arduous duties in connection with the Spinney purchase, commissions of enquiry, and the Exchequer suit, which involved many visits to London and as a result of which Trafford had spent £18.0s.2d. of his own money on the town's affairs.

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(1) See above, pp. 192-193.

It was due to men of the calibre of Richard Trafford, William Trigge, Robert Odham, and Michael Bentley - names selected at random from the Town Estate records - that an effective form of self-government developed in Melton Mowbray. Apart from undertaking administrative duties - keeping accounts, drawing up leases, issuing Spinney Orders and detailing the ways in which the town profits were to be spent - men such as these shaped the constitution of the Town Estate, seeking legal advice on problems of government, and phrasing the trust deeds to give the inhabitants the greatest degree of freedom to govern themselves. They dealt with a succession of difficulties which threatened to destroy the town's autonomy, concealing the gild lands upon the dissolution of the Chantries, and fighting to retain them despite successive commissions of enquiry and law suits both in the Exchequer and in Chancery. They saw the need to acquire the Spinneys and the Orgar Leys for the town, and organised the purchase of these traditional pasture lands, thus establishing agricultural security for the inhabitants of the town. The existence in each generation of men of capabilities, foresight, and personality, who were able to meet any emergency and initiate and carry through schemes with the full approval of the inhabitants of the town, enabled the development in Melton Mowbray of a particularly interesting form of trust government.

The townsmen were assisted by the support of a group of men who were neither inhabitants of the town, nor officers or administrators of the Town Estate; these were the neighbouring gentry, men of good financial and social standing, influential as Justices of the Peace and county officers. It is possible that the gentry, particularly if

they had acted as commissioners for drawing up Chantry Certificates, may have assisted, by non-intervention, in the concealment of the lands and properties of the Melton Gilds of St John and St Mary. The rôle of Undersheriff Cave in 1566, and the assistance given to the townsmen by Sheriff Francis Smith<sup>(1)</sup> before the later commission of enquiry of 1566, suggests that they played an active part in resisting any enquiries into the town lands. The Cave family appear a number of times in the Town Estate records; in 1566 Francis and Brian Cave were two of the commissioners responsible for the return of 26 September 1566 that there were no concealed lands in Melton, whilst in 1576 Francis and Thomas Cave, along with three other Justices of the Peace, wrote to the Barons of the Exchequer appealing against a demand for arrears of rent from the concealed lands.<sup>(2)</sup> The purchase of the Spinneys was enabled by the financial support of the gentry, who, as we have seen, loaned sizeable sums of money to the town. The names which appear on the draft conveyances of the Spinneys show that the interest in the purchase was not confined to those who loaned money to achieve it; neither Kenelm Digby of Stoke Dry, Rutland - who was one of the Queen's commissioners for interrogating witnesses for the Chancery suit in 1577 - or William Skeffington, of Skeffington, Richard Borell of Erborowe, William Digbye of Welbye, - commissioner in 1566 which made the return of 26 September - or William Hartoppe of Burton Lazars, loaned money for the purchase, whilst William Warren of Thorpe (Arnold) alone of the

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(1) J. Curtis, A. Topographical History of the County of Leicester, 1831. p. xxii.

(2) The rôle of the Cave family in Leicestershire during the sixteenth-century was not always so benign, see W.G. Hoskins, "The Deserted Villages of Leicestershire", Essays in Leicestershire History, 1950, p. 100.

four men who made loans appears in the deeds of conveyances. In 1582 William Hartoppe of Burton Lazars and Edward Pate of Eye Kettilby - who made possible the purchase of the Orgar Leys in 1596 - were invited to be present at the town-meeting at which it was decided that it was necessary to raise the rents of the town lands and properties in order to meet the town's commitments; and this was almost certainly not the only occasion on which the advice of the local gentry on problems of government was sought.

The name of Christopher Draper frequently appears in the earlier Town Estate records. Draper as a native of Melton Mowbray, by trade an Ironmonger, who early in his life removed to London where he became an Alderman of the City and eventually Lord Mayor.<sup>(1)</sup> He retained a keen interest in the welfare of his native town, the evidence suggesting that he held considerable property there. In 1548 he purchased the Spittal Chapel from Gyles and Purefey who had obtained it at the dissolution of the chantries, and sold it to the townsmen for £21 in 1549. Whilst he relinquished his lease of the Spinneys to his nephew, John, in 1560, who thus gave the townsmen, who rented the pasture from both Drapers, a difficult landlord, in 1564 his name appears on both draft conveyances of the Spinneys and the town accounts suggest that he assisted Trafford and Lacy to negotiate the purchase in London.

Draper's concern for Melton Mowbray probably sprang from a personal interest in his native town; the reason for the sustained interest of the gentry in the affairs of the Town Estate is more difficult to

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(1) D.N.B.

determine. Their role is perhaps similar to that played by the gentry in the affairs of incorporated boroughs; it might even suggest a hope that eventually Melton might obtain a charter. But although the townsmen were assisted and advised by the local gentry in the government of the town, there is no evidence to suggest that they dominated its affairs. It is clear that the townsmen encouraged and appreciated the support of the gentry, but it is equally clear that they themselves controlled the government of Melton Mowbray.

CHAPTER VIII

AUTHORITY

I

The sixteenth century saw the development, in Melton Mowbray, of an effective means of self-government through the use of the trust. The Town Estate, although it was a private body, not legally recognised as a unit of local government, dominated the affairs of the town, playing a rôle comparable to that of a corporation. In discussing the authority of the Town Estate in Melton Mowbray, therefore, it is necessary to consider its relationship with those official units of local government of the sixteenth century, the manor and the parish.

In comparison with France, where it retained its medieval character until the eighteenth century, the manor decayed early in England. This does not, however, mean to say that it was not a vital force in local affairs in sixteenth-century England. Particularly where the manorial court was used to regulate the open-field agriculture and common pasture, as well as to regulate the affairs of the manor and its tenants, the Lord of the Manor could assert considerable influence over the community as a whole; a leet jurisdiction further enhanced the authority of the Lord of the Manor because this court was concerned with the maintenance of the peace and the supervision of local government. Although from the sixteenth century onwards the Court Leet declined in power and importance as it was superseded as an instrument of local government by the parish and the work of the Justices of the Peace, the process of decay was slow; duties were still

conferred upon it, in conjunction with the Justices of the Peace, by a number of statutes in the sixteenth and seventeenth centuries. But whilst it was still possible, in the sixteenth century, for the Lord of the Manor to dominate a community in almost feudal fashion, in Melton Mowbray the manor does not appear to have been a very active opponent to the development of self-government in the town.

There were three manors in Melton Mowbray, the chief one being the Honour and Manor of Melton Mowbray, which, until 1477 was in the possession of the Lords Mowbray. When John Mowbray, Duke of Norfolk, died in that year, the manor passed to his daughter Anne, Lady Mowbray, through whom it came to the Lords Berkeley, and they held the manor throughout the sixteenth century.<sup>(1)</sup> The other two were smaller manors, both belonging, until the Dissolution, to ecclesiastical houses. In 1554 Christopher Draper, citizen and ironmonger of London, purchased the manor of St John of Jerusalem, Melton Mowbray, formerly parcel of the possessions of the preceptory of Dalby,<sup>(2)</sup> and in 1558 granted it to John Withers, a townsman of Melton, who apparently retained possession for the remainder of the sixteenth century.<sup>(3)</sup> The history of the ownership of the Manor of the Priory of Lewes follows that of the Spinnies, which were parcel of its possessions, save that the manor itself apparently remained in the hands of the Crown from 1553 until the end of the sixteenth century.<sup>(4)</sup>

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(1) Nichols, *op.cit.*, Vol.III, p.245.

(2) *Cal.Pat.R.*, Philip & Mary, 1553-54, p.336.

(3) *Ibid.*, 1557-58, p.452.

(4) See above, p. 67.

Our knowledge of the influence of the Lords of the Manor in Melton Mowbray, and of their relationship with the Town Estate, is limited by a general lack of evidence. It has not been possible to trace any sixteenth-century court rolls for Melton Mowbray; the only court rolls in the collection of Town Estate records are some Leet Rolls of eighteenth-century date, from the time when the Coke family held the manor that previously belonged to the Berkeleys. This suggests that the Berkeleys had also enjoyed a Leet jurisdiction, whilst an eighteenth-century conveyance indicates that the Lord of the Manor of Lewes still kept a Court Leet in the town.<sup>(1)</sup> We have nothing to show however, how active the Court Leet were in Melton Mowbray in the sixteenth century; the absence of references to manorial authority in the Town Estate records suggests that the Lords of the Manors at least did not strive to rival the authority of the Town Estate through these courts. Moreover, whilst it is probable that the Lords of all three manors held Courts Baron to deal with the affairs of their tenants, the town records clearly indicate that the townsmen early obtained control over the regulation of the common agriculture, which must seriously have diminished the influence of the manor in the community.

As we have seen, the development of special machinery for administering the common pasture - the Spinneys and the Orgar Leys - is probably connected with the existence of an urban community of freeholders, merchants and craftsmen, who had, at an earlier date than the sixteenth century, obtained some independence of the manor.<sup>(2)</sup> In 1564, with

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(1) Nichols, op.cit. Vol.III, p.247.

(2) See above, pp 71-73.

the purchase of the Spinneys for the town, this independence was strengthened. Moreover, the evidence of the town records suggest that the authority of the Town Estate was not confined to the common pasture, but extended to the regulation of the open-field agriculture. When the Spinney Orders for 14 May 1589 or 1590 were made, it was also agreed that "the ground on the netherside Kettilbye way be leyed severall To amend and increase our neate pasture from this day till harvest be inned meadow and all after haye be got in the west meadows". On 22 April 1590 the minute book records a decision "to lay to the amending the neate pasture all the feeld towards Thorpe except William Trigge's Close, John Wyther's wong, Thomas Hudson's laes, and the Spinney Hill. And all the ground between Thorpe Cross and Southings for hey to be sold for the benefit of the Towne". On these occasions the townsmen brought in land which was not Town Estate property to supplement the Spinney pasture, and disposed of the hay crop from land that was not parcel of the Estate. The latter agreement "held not because Mr Bate would not agree and George Dent took in sheep", but if it had the money raised would probably have come into the hands of the Town-Wardens, like the rents from the Prior's Close, Abbott's Close or Leys, Mill Close, Open Close, and Temple Gore Wong. As we have seen, these lands were not parcel of the Town Estate but were part of the open fields of Melton Mowbray; nevertheless they were leased by the townsmen by the same procedure as were the parcels of the Spinneys. The trust deeds of 1573 and 1600, which lay down the way in which the Spinneys and the Orgar Leys were to be used in conjunction with the open-fields, emphasise that these two inseparable aspects of the common agriculture should be

regulated by the same authority. It is clear that in Melton Mowbray this authority lay with the inhabitants working through the town meeting, and not with the manorial court. The Spinney Orders indicate that the common agricultural officers were elected by the inhabitants at the town meeting and not at the manorial court, the officers being subject to the supervision of the Spinney-Wardens or Town-Wardens and not responsible to the manorial officers. References in the Town Estate records to the regulation of the open-field agriculture are few, but they confirm the independence of the townsmen; for example, the memorandum booklet for 1579-83 details in full "The manner of Casting the plowgh lande bills the Wednesday in Easter week". It seems likely that the authority of the townsmen to regulate the open-field agriculture was of long standing, probably developing with the Spinney administration, until, in 1564, with the purchase of the Spinneys, both common land and open-field agriculture became one of the particular concerns of the Town Estate.

It thus appears that the manors of Melton Mowbray forfeited control over both common pasture and open-field agriculture at an early date. We do not know if there was any common pasture in Melton Mowbray apart from the Spinnies and the Orgar Leys; it would seem very odd if each manor did not possess some common. The Spinnies may well have been the common claimed by the manor of Lewes, suggesting, since the Lord was willing to lease it to the townsmen, that here at least the manor was willing to forego control. The question arises as to who regulated the common of the other two manors - the manorial courts or the parish?. It seems quite likely that the townsmen gradually

acquired control over the whole common of Melton Mowbray.

The fact that there were three manors in Melton Mowbray probably facilitated the growth of self-government in the town. Where there was only one manor in a town the Lord was more likely to dominate the affairs of the community; if one Lord of the Manor had attempted to do this in Melton Mowbray, he would no doubt have come into conflict with the other two Lords. The existence of an organisation such as that for the regulation of the common pasture indicates that the inhabitants of Melton Mowbray were on a fairly loose manorial rein from an early date, well before the establishment of the Town Trust. It is not possible to say whether or not the growing independence of the townsmen through the Spinney organisation and the Gilds of St John and St Mary occasioned any conflict with the Lords of the Manors of Melton Mowbray, but there is no evidence to suggest that the Lords of the Manor actively opposed the growth of the Town Estate as a means of self-government. There is indeed no evidence of any conflict between the Town Estate and the Lords of the Manors of Melton Mowbray for authority in the town.

Before the Dissolution of the Order of St John of Jerusalem, parcel of its possessions, the Spittal Chapel, was acquired by the Gild of St Mary, which does not suggest any enmity between the townsmen and the lords of that Manor, whilst after the Dissolution the manor was in the friendly hands of Christopher Draper, who then sold it to John Withers, a townsman who was prominent in the affairs of the Town Estate, and apparently an ardent supporter of self-government, who, like Draper, was unlikely to press any claims to authority which the manor gave him. As we have seen, the Manor of Lewes, when it was in the possession of the

Cluniac Order, leased the Spinneys to the townsmen which enabled them to establish a position of independence, whilst after the Dissolution the long series of absentee landlords do not appear to have been very concerned with the affairs of the town.

The chief danger to the authority of the Town Estate probably lay with the Berkeleys who held the Honour and Manor of Melton Mowbray, and with it the market rights - for which reason their influence in the town must not be underestimated. Apart from paying a chief rent of £1.0s.1d. for unspecified lands, the Town Estate was tenant of the Berkeleys for the two copyhold shops and a cottage. Whilst there is no evidence to suggest that the Town Estate was on anything but good terms with the Berkeleys in the sixteenth century, an incident of the early years of the seventeenth century suggests that there may have been some ill-feeling, whilst the incident certainly created some.<sup>(1)</sup> When the Town Estate applied for a lease of the two shops and cottage on the expiration of the copyhold, they were at first promised it, and went so far as to employ a lawyer to negotiate the business in the manorial court, but at the last minute Lord Berkeley went back on his promise and granted a lease of the properties to Walter Wormell, a Town Estate tenant who incorporated parcel of the Estate into his lease from Lord Berkeley. It seems likely that the incident, which resulted in a law suit, was occasioned by Lord Berkeley's desire for

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(1) See above, pp. 171-172.

financial gain, rather than a reluctance to assist the Town Estate through any jealousy of the townsmens' independence. The dispute brought to the surface a long standing grievance against Lord Berkeley, which perhaps emphasises his parsimony; the memorandum concerning the suit against Wormell states that "The Lord Berkeley hath in our town the tollage, pickage, and stallage worth by yearly rent xl li (and) The Lord Berkeley officer will take upon him to give liberty to any that cometh to fair or market to picke or to digge vpp our streetes for the setting of our stalls oute for his benefit" but would make no contribution towards repairing the streets for which the town was responsible, and for neglect of which they could be charged at the quarter sessions and were so charged at the time of the dispute.<sup>(1)</sup> The tone of the memorandum not only suggests that the townsmen felt Lord Berkeley should make some contribution towards the repair of the streets from the profits of the market, but it also conveys resentment that he controlled the market at a time when every other aspect of the town's affairs was under the control or supervision of the Town Estate.

Whilst the Berkeleys were influential in the town because they held the market rights there is no evidence to suggest that they meddled unduly in the townsmens' affairs. They were not resident in the town, and their affairs rested in the hands of their Bailiffs, one of whom, Walter Shepherd, played an active role in the government

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(1) Memoranda Booklet, 1596-1607;

of the Town Estate, and for a number of years was a Town-Warden. Other evidence also suggests that the Berkeleys were not particularly concerned with dominating the towns where their smaller manors lay. In Tetbury, for example, they leased the market rights in the sixteenth century and eventually sold them to their lessee; when he bequeathed them to the town a trust was established, which was strengthened by the purchase of the Manor from Lord Berkeley in the early years of the seventeenth-century.<sup>(1)</sup> In the same period Lady Berkeley, being concerned only to establish and improve the family seat at Berkeley, sold the manor of Melton Mowbray.<sup>(2)</sup> There is no evidence to suggest that the townsmen of Melton Mowbray sought then to obtain either a lease of the market rights or to add the manor itself to the Town Estate. The addition of the manor with the market rights would certainly have consolidated the autonomy of the Town Estate, and it seems unlikely that the townsmen failed to realise this; perhaps they were given no opportunity to purchase or lease, or could not afford to take such steps.

It was not until the sixteenth century that the parish, originally a wholly ecclesiastical organisation, emerged as a unit of secular government; a development made possible by the establishment of a new relationship between Church and State at the Reformation. Numerous statutes from the reign of Henry VIII onwards imposed a variety of duties on the parish and its officers. Although it formed an intrinsic part of a national scheme of administration, the parish was essentially a method of local government which encouraged the inhabitants to regulate

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(1) Webb, op.cit., p.152-153.

(2) Nichols, op.cit., Vol.III, p.246.

their own affairs; whilst central control was maintained through the supervision of the Justices of the Peace, a rigid bureaucracy was not established. In Melton Mowbray the use of the parish by the State created no rival authority to the trust government which was itself essentially a parochial organisation.

Although the parish officers, unlike the Town Estate Officers, were subordinate to the Justices of the Peace in secular matters, and to the Bishop of the Diocese in ecclesiastical matters, both groups of officers were also responsible to the inhabitants of Melton Mowbray whose representatives they were. The parish officers of Melton Mowbray, like the Town Estate officers, were elected annually by all the inhabitants of the town, who allowed both parish and Town Estate accounts. Since the personnel of both Town Estate and parish were drawn from the same source, we often find that those persons elected to be Church-Wardens, Constables and Overseers of the Poor had also held the positions of Town-Warden and Spinney-Warden, or had been feoffees of the Town Estate. Moreover, where the services of a group of responsible inhabitants were required for such purposes as assessing the contribution of the townsmen towards the payment of national taxes, or making a levy to provide armour, this group was invariably composed of men who were prominent in the affairs of the Town Estate as officers and administrators. Those men who played a leading role in the government of the Town Estate, because they were the natural leaders of the community, also played a prominent rôle in parochial affairs.

It is not possible to establish the extent to which parish and Town Estate affairs were regarded as being separate. Parish government,

both secular and ecclesiastical, revolved, like the trust government, round the parish meeting; since both Town Estate and parish business was discussed at meetings of all the inhabitants held in the parish church, they could well have been dealt with concurrently. In the minute book and memoranda booklets, primarily records of the administration of the Town Estate, we also find records of parish business. The election of Church-Wardens, Constables and Collectors for the Poor are often noted, whilst by the early years of the seventeenth-century it is usually recorded that the accounts of the parish officers had been submitted and allowed. The bulk of the entries connected with the parish, which were made during the 1580s and 1590s, concern the way in which the town met national taxes and other burdens imposed upon it by the State. The Fifteenth for Melton Mowbray amounted to £8.13s.4d. and in 1588 and 1589 the contribution of each inhabitant towards this tax is fully recorded. In 1582, 1589 and 1592 the contribution of those persons charged with the Subsidy is likewise fully detailed. Each inhabitant's contribution towards the payment of national taxes was determined by the sessors who were inhabitants of the town, presumably appointed by the townsmen for that purpose. Just as the minute book records the decisions of administrative committees of the Town Estate, so it records the decisions of those committees appointed to deal with the burdens imposed on the town by the State. To quote another example, in 1583 provision for the Queen was "levied and seasses by sheep being then in the fields 2600 and yt hath been laid sometye by yardlands and sometye by sheep and sometime by both", full details of the assessment being given in the memoranda booklet of 1579-1583. An entry of 1590 stresses that the Constables were servants

of the townsmen as well as the Justices of the Peace; it was agreed and concluded by nine townsmen who signed the agreement that the Constables "should collect and gather the fourth part of a fifteenth for & towards divers charges laid out for the town" to the muster-master. Other entries suggest the existence of decision-making committees in other than particularly Town Estate matters; in 1588 "Melton was charged and taxed about Mayday with Lvis.viiid. for the buying of common armour for the which we levied the third part of a fifteenth. And about the tenth we were charged with another Lvis.viiid, the which was paid out of money due to the town for Prior's Close". In like manner agreements between the town and the Saltpetre maker are recorded; in 1588 "Mr Fox her majesties saltpeter maker charged a levy for carts upon every town viz. vi.iv.iiij, or ij, and collected in money about iijs.ivd. a carte and we paid xvjs" and in 1589 "It was agreed with Mr Fox ... for the carriage of coals for his works at Leicester ... for xvs, and we levied for the same service that every yardland should pay iiijd, which came to xxs.iiijd, collected by James Lovett and Richard Greene, Constables and so remaineth in their account vs.iiijd". In November 1588 the minute book records that "Thomas West and .... Pretty had a commission upon a penal statute for sowing hemp and flax and agreed and compounded with farmers for vs. a man and our town paid 3li." Just as the minute book and memoranda booklets are not a complete record of Town Estate business decided on at general town meetings or by committees appointed for a particular purpose, so it is improbable that the parochial business decided in the same matter is fully recorded in these documents.

The distinction between parish and Town Estate government is vague; not only because their constitutional basis was much the same, but because the terms of the Melton trust deeds were such that the townsmen were able to apply the profits of the Town Estate to any purposes which might benefit the inhabitants. Often the functions imposed on the parish by the State overlapped with the functions assumed by the town trust; whilst, because it was a beneficial institution concerned with the welfare of the inhabitants of the town, the Town Estate became involved, in varying degrees, in matters which were not its particular concern but were rather that of the parish both as a secular and ecclesiastical unit of government.

Foremost amongst the duties imposed upon the parish by Tudor legislation was the relief of the poor. Poor relief was not one of the primary concerns of the town trust; the parochial system was evidently regarded as being sufficient and the administration of the Poor Law remained in the hands of two Overseers of the Poor elected annually by the inhabitants - before they appeared there were two Collectors for the Poor in Melton - and working in conjunction with the Church-Wardens and Constables. Because the parish and the Town Trust worked on the same constitutional basis there was no conflict of authority; those persons who supervised the relief of the poor can usually be identified with those who regulated the trust government. Occasionally the Town Estate took an active interest in the relief of the poor, in 1586 setting aside the fines imposed for breaking the Spinney regulations

for this purpose, which money was probably not spent by the Spinney- or Town-Wardens themselves, but handed to the Overseers. In 1586 the Town-Wardens paid 40s. to Robert Dodson who had taken apprentice an orphan called Mary Knowles, presumably the daughter of John Knowles, a Town Estate tenant. In the same year when William Downes, a Town Estate tenant, bequeathed 46s.8d. for the purchase of a cow to be hired, at the discretion of the Church-Wardens, to an honest, poor inhabitant, this is recorded in the minute book. The concern of the Town Estate with the problem of the poor appears to have been peripheral, but not entirely lacking.

Whilst the Town Estate did not hold itself responsible for the relief of the poor of Melton Mowbray, it was otherwise with another parochial duty, the maintenance of the bridges and highways of the town. The Highways Act of 1555<sup>(1)</sup> imposed upon the parish the duty of repairing the highways, entrusting the supervision of the task, based on compulsory free labour, to a Supervisor or Overseer of the Highways appointed by the parishioners. An earlier statute had imposed upon the parish the duty of repairing the bridges.<sup>(2)</sup> In Melton Mowbray the cost of repairing the bridges and highways was met entirely from the profits of the Town Estate, and apparently paid labour was always employed. There is only one reference to the appointment of Overseers of the Bridges and Highways, when four persons were elected in 1586; it may well be that in general the Town-Wardens undertook the task of supervising and directing the

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(1) 2 & 3 Philip & Mary c.8. Statutes at Large, Vol.II, pp.491-492.

(2) 22. Henry VIII c.5., Ibid., pp.153-155.

maintenance of the bridges and highways, as well as accounting for the expenditure involved. The evidence suggests that the duty of maintaining the bridges and highways was a function inherited by the Town Estate from the Gilds of St John and St Mary, the established system being continued despite national legislation, probably because it was felt to be a more effective means of dealing with a problem which was of great importance to a market town. In this matter, therefore, the Town Estate absorbed the function of the parish.

The Constable was the principal executive officer of the Tudor parish. His duties were many and varied as the accounts of the two Melton Constables illustrate. They were responsible for law and order, apprehending offenders and carrying out the Justice's warrants, removing vagrants, and maintaining the stocks. They were responsible for the parish armour, taking the appointed men to musters, providing stipulated amounts of money to maintain them at the musters and meeting expenses for beacon watching. Most of the national taxes were levied by the authorities through the Constable, whilst levies made to free the parish from the activities of the Saltpetre men and to make provision for the Queen and her household were usually collected by this officer. The Town Estate assisted the Constables of Melton Mowbray to meet these commitments; as we have seen, the Town-Wardens on many occasions met the expenses of the Constables directly or paid sums of money to these officers which enabled them to balance their accounts. In 1560-61, 1561-62 and 1562-63 the retiring Town-Wardens

handed to their successors "ij jacks, ij salletts, ij payre of splyntes, ij bylls & ij sheffe of Arrowes", indicating that the town armour, during this period at least, had come into the care of the Town Estate officers, and showing some overlapping of function between the Town-Wardens and Constables. Whilst the Town Estate officers were involved in the commitments and duties of the Constables, they did not seek to absorb the office, their interest being rather supervisory. As far as it was possible the Constables maintained a financial independence of the Town Estate, meeting their commitments from their own particular sources of income.

National taxes were frequently met from Town Estate funds. On many occasions the levy on the townsmen did not raise enough to meet a particular tax; in 1589, for example, the Constables collected only £7.13s.4d. for the payment of the Fifteenth. On some occasions such a deficit was met by the Town-Wardens from the general income of the Town Estate, but it was also understood that "if any money be wanting it is paid ... by common letten", and in 1589 part of the rent of the Mill Close was specially applied to make up the 20s. lacking of the Fifteenth. In 1589 the Provision money, 36s., was paid from money levied for the common of the Prior's Close and the Open Close, and in 1590 it was paid by "money taken for the Prior's Close". The particular use of those parcels of land which did not form part of the trust might suggest that the townsmen made some distinction between Town Estate and parish property, drawing on common which was not occupied by the Town Estate to meet parochial commitments, but the profits of those parcels of land were usually accounted to the Town-Wardens, and on many

occasions, as we have seen, the Town Estate funds had been used to meet parochial needs without any distinction made between trust funds and parish funds. Since the town trust was established for the benefit of the inhabitants of Melton Mowbray the relief of the burden of taxation imposed on the townsmen, particularly in the 1580s and 1590s, was as much in keeping with its purposes as any other expense.

The close relationship that existed between the Town Estate and the parish as a secular unit of government is also to be found between the Town Estate and the ecclesiastical parish. Any discussion of church business necessarily involved those persons concerned with the administration of the town trust, whilst, although the Church-Wardens were responsible to the Bishop of the Diocese, they were also and primarily the representatives of the inhabitants of Melton Mowbray. The maintenance of the church fabric was a duty imposed upon the parish by the ecclesiastical authorities, but it was also a function inherited by the Town Estate from the Gilds of St John and St Mary; thus we find that both Town-Wardens and Church-Wardens spent part of their income on the maintenance of the church. Although, so far as it was possible, the Church-Wardens met their commitments from their own particular sources of income, like the Constables, they were quite often subsidised from Town Estate funds.

II

The Town Estate was not a small charitable organisation with limited functions, subordinate in its civic role to the parish and the manor. The role which the trust played in Melton Mowbray can only be compared with that played by the corporation in other towns. The Town Estate had an extensive authority over the regulation of the town's agriculture; it provided a free Grammar School, and was responsible for the maintenance of the bridges and highways. In addition to these principal functions it assisted the parish to maintain the church fabric and was actively concerned with all aspects of town and parish affairs. These functions of the Town Trust were, in corporate towns, generally discharged by the corporation which might also regulate such matters as the town's water supply, street-cleaning, artificial lighting, and fire-fighting. Whilst, in the sixteenth century, these particular functions were not undertaken by the Town Estate, there was nothing to prevent such a development; the terms of the trust deed enabled the townsmen to apply their funds in any way likely to benefit the inhabitants, and in later centuries the Town Estate widened its activities to provide such amenities for the town.<sup>(1)</sup>

The Town Trust enabled the inhabitants of Melton Mowbray to establish a form of self-government and collective action which was normally achieved only through incorporation. The profits of the trust lands and properties provided the town with a common income, and a constitution emerged for their administration which enabled the townsmen to elect their own officials and enact regulations which were

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(1) See below, p. 289.

binding on all the inhabitants. Like a corporation, the Town Estate, although it possessed only a portion of the whole sum of land and properties within the manor and parish of Melton Mowbray, exercised a certain governmental power over the whole town; it is clear that the townsmen saw the Town Estate and the town as identical units, and matters that affected the inhabitants of Melton Mowbray as a community automatically became the concern of the Town Estate. The authority of the Town Estate within Melton Mowbray was rivalled by neither manor nor parish; only in its control of the market did the manor impede the townsmen's regulation of the town's affairs, whilst the parish became a unit of government within the Town Estate and effectively subject to its supervision.

The history of Melton Mowbray in the sixteenth century clearly illustrates the effectiveness of the trust as a legal device which enabled townsmen to assume the character and authority of a corporation without the necessity of obtaining a Charter. Whilst the right of the inhabitants of Melton Mowbray to act collectively was not legally recognised, through its feoffees the community was able to acquire land and hold it in perpetuity; and the Town Estate, like a corporation, was able to issue bye-laws which were binding on all its members. Although only a formal charter of incorporation could give to the community a fictitious personality in law, enabling it to sue and be sued as though it were a responsible individual, in Melton Mowbray the community could sue and be sued through its feoffees, who satisfied the law's demands for a definite owner. In this way the town acquired indirectly many attributes which were intrinsic features of the concept of the corporation.

Although it lacked the distinction of a charter, and a common seal with which to authenticate its actions, Melton Mowbray acquired a remarkable degree of autonomy. In some ways the trust was a more flexible means of self-government than self-government through a charter; whilst a corporation could be closely bound by the clauses of its charter and the Town Estate by the terms of its deed of trust, in Melton Mowbray the trust deed defined the functions and constitution of the trust in much looser terms than is usually to be found in the charter of a corporate town. The lack of definition in its trust deed gave the Town Estate wide powers to intervene in the affairs of the town, but it also gave the townsmen the freedom to limit their commitments; the Town-Gardens' accounts generally show a surplus income which indicates that government through the trust was from the ordinary townsman's point of view, a more economical means of self-government than through a closed corporation. The constitution of the Town Estate was a democratic one which enabled all the inhabitants to take some share in the government of the town; whilst in practice governmental authority was exercised by a particular group, this group cannot be compared with the privileged group of officers of a corporation. It is true that in some ways the autonomy of Melton Mowbray was not as complete as that of a corporate town. Most, if not all, corporations were able, by grant, to have their own Justices of the Peace whose jurisdiction was extended to the limits of the borough; Melton Mowbray, on the other hand, was subject to the jurisdiction of the County Justices. In practice this presented little

threat to the town's autonomy, for the Justices of the Peace intervened very little in the town's affairs in an official capacity; and when they did intervene, it was in a beneficent role, for, as we have seen, the local gentry, many of whom were Justices of the Peace, were actively concerned to assist the town to establish self-government. In a corporate town the corporation had generally acquired, by grant, some, if not complete, control over the market; in Melton the townsmen's control over the market was only acquired at a much later date when a lease of the market tolls was obtained in 1794. In other towns where there was a trust-government, however, control over the market was acquired at an earlier date - in Hinkley, for example, the manor was purchased in 1602;<sup>(1)</sup> trust government did not necessarily exclude such control. The incorporated borough often acquired the right to make levies on its members in order to carry out its functions; in Melton Mowbray the Town Estate met its commitments entirely from the profits of the common lands and properties.<sup>(2)</sup> A formal charter of incorporation gave the town a privileged status, but the struggle to obtain that status was usually long and arduous; the trust enabled a town to attain as an effective control over its own affairs with much less effort, and in Melton, at least, found justification in its works.

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(1) C.C.R. Leics., pp.166-170.

(2) An entry in the memoranda booklet, 1579-83, gives particulars of "A Benevolence of the Inhabitants of the Town given of their own good wills towards the repairing of the Church, Bridges and Highways", indicating that the Town Estate funds were supplemented by contributions from the inhabitants, but emphasising that such contributions were entirely voluntary.

Since Melton Mowbray developed a form of self-government so nearly equivalent to that of a corporation it might still seem surprising that it did not strive to obtain legal recognition of its autonomy and obtain a charter of incorporation. During the sixteenth century it was extremely difficult for a town to achieve incorporation; comparatively few grants were made probably because the corporate borough had already become associated with parliamentary representation. This was not an inflexible rule, however, for there were occasions when a town obtained a charter without parliamentary borough status, as for example, at Kendal,<sup>(1)</sup> there were also occasions when parliamentary representation was granted to an unincorporated town, as at Peterborough.<sup>(2)</sup> There is no evidence in the Town Estate records to suggest that during the sixteenth century, or later, the townsmen sought to obtain a charter, or that they sought parliamentary representation, although some distant thought of this latter privilege might well explain the interest of the gentry in the town. The townsmen may not have considered the possibility of obtaining a charter, perhaps being too preoccupied with establishing the trust-government and consolidating its estates. If they did consider the possibility of obtaining legal recognition of their autonomy the obvious difficulties may well have deterred them from making the attempt. The townsmen had, after all, a good deal to lose, and it would not be surprising if they felt content with a form of self-government which gave them so many of the powers,

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(1) A Booke of Recorde ... of Kirkbiekendall, ed. R.S.Ferguson, 1892, pp.274-305.

(2) J.E.Neale, The Elizabethan House of Commons, 1949, p.140, n.3.

though not the status, of a municipal corporation. In the eighteenth century, however, they came to experience some of the disadvantages of incorporation, to balance the good fortune that they had contrived for themselves.

CHAPTER IX

1600 TO THE PRESENT DAY

The history of the Melton Mowbray Town Estate between 1600 and the present day is fully revealed in a large collection of records, most categories of which closely resemble those of the sixteenth century. The minute book, which was started in the sixteenth century, provides a commentary on the affairs of the town trust until 1794, which is then continued in the Town Estate Order Book from 1794 to 1918.<sup>(1)</sup> Between 1600 and 1634 the Town-Wardens' accounts follow the pattern of those of the sixteenth century, whilst for the years between 1634 and 1784 no Town-Wardens' accounts have survived. The accounts of the Town-Wardens between 1784 and 1889 are recorded in two bound volumes; the first covering the period 1784 to 1833 and the second 1834 to 1889. Thereafter the accounts consist of annual printed booklets. The trust deeds of 1707, 1744, 1775, 1826, 1847, 1866, 1879 and 1895 have been deposited in The County Records Office, and also a copy of the deed of 1793. Numerous leases, conveyances and title deeds, as well as records produced by particular events effecting the Town Estate during the period 1600 to 1964, have also been placed, together with the minute books and the account books, in the care of the County Archivist.

During the greater part of the seventeenth century the trust government of Melton Mowbray continued to function on the lines established by 1600. The town records indicate little change in the constitution,

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(1) The succeeding minute book is in current use.

administrative pattern, properties, or functions of the Town Estate, or of its general position in the town. Although during the first years of the century the townsmen became involved in three law suits, the work of the trust was not challenged or disturbed during the remaining years. The records indicate that for the greater part of the seventeenth century the trust-government was active and its affairs flourishing; particularly in the early years of the century, when the minute book is crowded with entries concerning every aspect of town and parish business. Towards the end of the seventeenth century, however, some loss of vitality becomes apparent; entries in the minute book become less frequent and less informative, being confined almost entirely to brief records of those town meetings called to audit the Town-Wardens' accounts, and elect new Wardens.

The trust deed of 1707, which is the only surviving deed of trust after that of 1600, restates those clauses of the deed of 1600 concerning the government of the Spinneys and the Orgar Leys, and shows no change in the definition of the purposes of the trust; the Spinneys and the Orgar Leys were to be used as free pasture, and the profits of the Town Estate were to be employed for the general benefit of the inhabitants of Melton Mowbray. Some change in the constitutional clauses is, however, apparent, and the evidence suggests that these changes occurred before 1707, and in the latter half of the seventeenth century. The duties of the Town-Wardens are more closely defined than in 1600. Apart from being authorised to represent the trustees in any lawful English court and to lease the town lands and properties from year to year or for a term of years, as stated in 1600, the trust deed of 1707

states that the Town-Wardens are to receive the profits of the Town Estate and employ them for the benefit of all the inhabitants, and obliges them to render a true account of all the money that had come into their hands at the end of their year of office, and deliver and surplus to the new Town-Wardens, or, failing that, to the trustees and 12 inhabitants of the best estimation. Both these latter duties, although not defined in the 1600 trust deed, were, in fact, followed in practice in the sixteenth century. The 1707 deed of trust obliges the Town-Wardens, before they touched any part of the common stock of money, to be bound to such persons and in such sums of money with such sureties as indicated by the feoffees and 12 inhabitants. Whilst there is no evidence that this safeguard was imposed in the sixteenth century, it is probable that it was required before 1707, the deed of that year stating that this was a customary practice. The rôle of the feoffees as outlined in the deed of 1707 makes them equal in importance in the administration of the trust to the 10 or 12 inhabitants of the best estimation; both groups were to sell the Spinney underwoods, consent to the leases of the town lands, decide how the profits were to be disposed, and solve any controversy or ambiguity which arose concerning the town trust. The feoffees and 10 or 12 inhabitants were also responsible for electing new feoffees; when the manor part of the trustees had diminished through death or because they had ceased to reside within the parish, the trustees were, on the request of 12 inhabitants, to make new conveyances to the surviving trustees and to other residents appointed by the trustees

and 12 inhabitants, to make up the number of feoffees to twelve. Again the deed of 1707 differs from that of 1600, which laid down no residence qualification for feoffees of the trust<sup>(1)</sup> and specified no particular number of feoffees, there being only eight in 1600. Apart from the increasing predominance of the feoffees in the administration of the trust, the most important difference between the deed of 1707 and that of 1600 is that the 12 inhabitants who play such a important rôle in the administration of the trust are actually named in the trust deed; and although an additional clause does state that authority lay with the 12 named men or with any other 10 or 12 of the chiefest inhabitants of the town, the effect of the deed was to place governing authority in the hands of two named groups of men rather than with the inhabitants as a whole. The terms of the trust deeds remained unchanged until 1793 save that in 1775 it was stated that the Town-Wardens were to be elected by the trustees with the consent of 12 or more of the chiefest inhabitants, who are again named.

The working of the trust government between 1700 and 1783 is obscured by the want of evidence. No Town-Wardens' accounts have survived for this period, whilst entries in the minute book other than those which record the auditing of the Town-Wardens' accounts are sparse; between 1757 and 1761, and 1761 and 1771, no entries were made at all. Whilst it is probable that the Town Estate continued to carry out its customary functions, the general impression is one of stagnation, of a lack of

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(1) See above, p. 229. n.(2)

concern on the part of the feoffees, the 12 inhabitants, and the Town-Wardens, for the welfare of the community. This latter impression is substantiated by the events of 1786, and by the action of the feoffees in 1761 when the common fields of Melton Mowbray were enclosed as a result of an Act of Parliament of 1760. The feoffees allowed the Spinneys and the Orgar Leys to be included in the enclosure, and the commissioners allotted to the feoffees of the Town Estate only 140 acres 2 roods and 30 perches out of an area of 2431 acres comprising the Melton fields, the Spinneys and the Orgar Leys.<sup>(1)</sup> This event seriously diminished the area of land held in trust and terminated the strong agricultural interest of the trust-government, those clauses of the trust concerning the government of the common pasture being consequently omitted from the trust deed of 1775.

Like many corporate boroughs the Town Estate appears to have been moribund in the eighteenth century, most probably in consequence of that "closing" of the Trust implied by the deed of 1707, when the naming of the twelve invested the town with another consequence of incorporation, this time a mischievous one. Whilst in many towns the needs of the community were met by Improvement Commissioners - which often came to rival the authority of the corporation - in Melton Mowbray no such development was likely, or even possible, but reform was eventually achieved from within.

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(1) Melton Mowbray Enclosure Award, 1761.

A growing dissatisfaction with the management of the Town Estate came to a head in 1786 when 12 of the inhabitants of Melton Mowbray "assembled ourselves to look into the state and situation of an Estate commonly called the Melton Town Estate, and also the proceedings and conduct of the feoffees of the said Estate. And it having appeared to us that several of the houses, lands, and closes, or the greater part of the said Estate, are now and have been for many years past let greatly under the real value thereof, which consequently is a great injury to the inhabitants in General. Thereupon the proceedings & conduct of the said co-feoffees relative to the said Estate have been for some time past very reprehensible, upon which it is unanimously agreed that public notice be given requiring the said feoffees to meet the Inhabitants upon the above business".<sup>(1)</sup> As a result of this petition, the Town-Wardens - who had, at first, refused to surrender the Town Estate accounts and papers to the inhabitants - were replaced by two new Wardens, who were elected at one of the many town meetings which followed the petition, and a committee of four was appointed to revalue the Estate. The feoffees agreed to give proper notice to quit to all the Town Estate tenants, and on 5 April 1787 the town lands and properties were let by auction. The situation, however, evidently remained unsatisfactory, for proceedings were started against the feoffees

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(1) "Town Records".

in the Court of Chancery, but were discontinued following an agreement between inhabitants and feoffees, made on 19 October 1789, that a new deed of trust should be made. The new trust deed was prepared by two counsels, one named by the feoffees and the other by the inhabitants, the books and papers relating to the Estate being placed in the hands of a Solicitor appointed by both counsel. It was read and approved at a town meeting on 9 October 1793, and enrolled in the Court of the Kings' Bench in Michaelmas Term 1794.

The trust deed of 1793 placed the government of the trust on a more democratic basis and closely defined its administrative procedure. Whilst the rôle of the feoffees was not diminished, they were now required to act in co-operation, not with only 10 or 12 of the inhabitants, but with the whole of the inhabitants of Melton Mowbray or the major part of them assembled in the new room or Town Hall, in pursuance of public notice given in the parish church at least 14 days before the meeting, the particular purpose of the meeting defined in the notice. The annual election of Town-Wardens, the auditing of their accounts, the approval of leases, the application of the profits, the binding of the Town-Wardens and the settlement of any controversy lay in the hands of the feoffees and all the inhabitants of the town. Feoffees and inhabitants were also responsible for electing new feoffees to make up the number to twelve on its reduction by death or by removal from the town, but new conveyances were to be made, as stated in the earlier eighteenth-century trust deeds, only on the request of twelve or more of the inhabitants. The effect of the trust deed of 1793 was to safe-

guard the town trust from mismanagement by the feoffees and a minority of inhabitants. After 1793 the administration of the Town Estate again follows the principles established in the sixteenth century.

The approval of the new trust deed heralded a period of intense activity; not only were the townsmen concerned to place the trust government on a sound financial and administrative basis, but they also took immediate steps to provide necessary public amenities. The years after 1793 saw them abiding strictly by the letter of the new trust deed which demanded the annual auditing of accounts and election of Town-Wardens, whilst any new project was allotted to elected committees who reported to general meetings before taking action. This in fact involved no new principles for it followed the pattern of administration first established in the sixteenth century; the townsmen were re-establishing a procedure which had fallen into abeyance. The system of letting the town lands and properties by auction had already improved the town's finances, whilst a general revision of rents in 1801 was the first of a number of increases which occurred during the nineteenth century. In 1795 legal steps were taken to enforce the payment of rents, which further secured the town's finances.

For many years before 1793 the town properties had been allowed to fall into disrepair, and in 1799 the Town-Wardens were instructed to inspect all the buildings belonging to the Town Estate and, with the advice of workmen, report on their state of repair. As a result many repairs were made and two houses were completely rebuilt, whilst in 1826 an Act of Parliament was obtained which enabled the townsmen

to sell all the old house property in the centre of the town and purchase new estates on the outskirts.<sup>(1)</sup> Although the evidence suggests that a number of properties had been added to the Estate between 1600 and 1826, this is the first major change in the lands and properties held in trust, apart from the loss of land as a result of the Enclosure Award of 1761.

Following the town meetings of 30 October and 27 November 1793, the Town Estate undertook a number of new functions. Lighting the town and establishing a watch became one of the principal concerns of the Estate; new improvements were made almost annually, and in 1834 the town was lit by gas. A public scavenger was appointed to clean the streets, his annual salary being paid from the profits of the trust, which also, in 1793, took over the town's water supply and became responsible for maintaining the town pumps and wells. From 1808 increasing sums of money were being spent on providing and maintaining fire-engines, and by 1891 a fire-brigade had been established by the Town Estate which organised fire-fighting practices and paid an annual wage of 20s. to each fireman enrolled. As the need arose the Town Estate provided other amenities; in 1845, for example, a piece of ground was purchased for a burial ground, whilst in 1859 a committee was formed to consider how to amend the sewerage of the town. The late eighteenth and early nineteenth centuries thus saw the Town Estate providing public amenities which the antiquated system of county and parish could not adequately supply, and the provision of which, in many corporate towns, were undertaken by Improvement Commissioners.

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(1) Trust Deed, 1847.

As well as undertaking new functions the Town Estate continued to be responsible for the maintenance of the pavements of the town, but, by the early years of the nineteenth century, had apparently disclaimed entire responsibility for the repair of the bridges. Burton Bridge and Kettilby or Leicester Bridge became County responsibilities, although when the latter was extended in 1822, the Town Estate contributed half the cost. Thorpe Bridge apparently continued to be maintained by the town, the County refusing to repair it in 1814; but when a new bridge was erected in 1824 it was at the instigation of the trustees of the Grantham Turnpike, and the Town Estate contributed only a third of the cost.

Whilst there was a considerable change in the functions of the Town Estate after 1793, it continued to provide for the education of the inhabitants; indeed this aspect of the trust became more and more important as the nineteenth century progressed. At a town meeting of October 1793 it was decided to establish a girls' school in the town. This was established less than two years later and provided for the free education of 60 girls over 7 years of age in reading, writing, knitting, plain work, and accounts by a matron and an assistant, the services of a writing master being procured for three days a week. A new schoolhouse was built for the purpose in King Street, and became a useful meeting point for the inhabitants, serving as a town hall, and being hired, in 1796, to the subscribers of the Melton Assembly for one night in each month. A school committee was appointed for the purpose of establishing the girls school, but afterwards it became customary to annually appoint a committee to manage all the schools

of Melton Mowbray. The free Grammar School of Melton Mowbray had continued as a Grammar School until 1775 when it was apparently remodelled as an elementary school.<sup>(1)</sup> The improvement of amenities for boys' education was not neglected; in 1818 a new schoolhouse was built adjoining that of the girls in King Street, and in 1817 the boys' school was established on the National Plan - this latter venture was not, however, successful, and in 1821 the old system of an upper and lower school was restored. Differences of opinion about religious teaching in the schools led to their division in 1849, after which date two schools committees were appointed annually for their management, whilst the school buildings and equipment, as well as the Town Estate funds allotted for school maintenance and the provision of teachers, were divided between the Church Schools and British Schools. The demand for educational facilities is evident in the request that the Town Estate should give financial assistance to the Sunday Schools (1793) and provide Infant Schools (1838) both requests being refused, the second one because boys and girls were by then admitted to the existing schools at the age of six years. In 1853, however, an Infant School was established by the Town Estate. The townsmen's concern to improve educational facilities is seen in the numerous memoranda and reports entered in the Order Book, whilst the Town-Wardens' accounts show that the greater part of the Town Estate income was spent on education.

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(1) See J.E.Browlow, "The Ancient Schools of Melton" in T.H.Corfe, The School on the Hill, 1960. pp.10-11.

By 1793 the town meeting had ceased to be identical with the vestry meeting. The trust deed of that year refers to the new room or town hall, which was probably, at that time, the room also used for the church vestry meetings, but in the early years of the nineteenth century town meetings were held in the girls' schoolroom, and with the extension of the school premises in 1885 a Town Hall was incorporated in the building. With the separation of town and vestry meeting, parish business is no longer recorded in the Town Estate minute books, but the fact that amongst the records deposited by the Town-Wardens in the County Records Office are numerous eighteenth- and early nineteenth-century accounts and papers of the Overseers of the Poor and the Overseers of the Highways, as well as the minute books of the Select Vestry, suggests a continued close and natural connection between Town Estate and parish officers, and the Estate's continued influence over all matters concerning the welfare of the inhabitants. By 1784 the Town Estate was no longer contributing towards the maintenance of the church fabric, but a continued concern with church affairs is seen in the application of Town Estate funds towards the maintenance of the clock and chime, whilst for a number of years in the early nineteenth century the Estate paid the organist's salary. The Town-Wardens continued to co-operate with the parish officers in meeting the needs of the town, in 1809 the trust contributing £80 to the Surveyors of the Highways towards repairing the rampart in Spittal End, the remaining amount being paid from the Highway rates, whilst in 1846 the management of the town fire-engines was vested in a committee composed of the Town-Wardens, Church-Wardens, Constables, the representatives of the

different fire-offices in the town, and the representative of Lord Melbourne, Lord of the Manor of Melton Mowbray. The town meeting, rather than the vestry, was the chief agency through which public opinion could be expressed; when the Overseers of the Poor of the parish of Melton required the Board of Guardians to appoint a rate collector for the parish, it was at a town meeting that a townsman was nominated for the post, whilst in 1880 the Church-Wardens called a town meeting, rather than a vestry meeting, to consider how to provide a flood-relief fund, a committee of Town-Wardens, Church-Wardens, and Overseers of the Poor being appointed to deal with the problem. Despite the separation of town and vestry meeting, and the fact that less money was applied to supplement the finances of the parish officers, the parochial organisation continued, as in the sixteenth century, to be a unit of government subordinate and beholden to the supervision of the trust-government.

The year 1793 initiated many improvements in the administration of the Town Estate and in the provision of public amenities; it is also a significant year in the history of the town trust because at this date negotiations were first started to obtain control of the market. On 10 October 1794 a 40-year lease of the market tolls was obtained from Lord Melbourne, Lord of the Manor of Melton Mowbray, for an annual rent of £32.15s. One interesting clause in the lease is that which states that the townsmen wished to control the tolls in order to prevent their being levied, the object being to increase trade in the town; Lord Melbourne, however, stipulated that some tolls should be paid each year in order to maintain the ancient right to levy them. In 1830 it was

resolved to apply to Lord Melbourne to cancel the lease of the tolls, the town meeting being of the opinion that omitting to collect them was not beneficial to the town; it is doubtful, however, whether this resolution was carried into effect, for apparently on the termination of the lease another was obtained at an annual rent of £20. The lease of the market tolls gave the townsmen the right at last to regulate the market, and in the Order Book there are memoranda of regulations governing the setting up, placing, and renting of Market stalls, whilst in 1837 a clerk of the market was appointed at an annual salary of £2. The townsmens' control of the market was fully established in 1850 when the Manor of Melton Mowbray with its chief rents, rights, and royalties, including the market tolls, was purchased with Town Estate funds for the sum of £650, and conveyed in trust for use of the inhabitants in a trust deed of 9 June 1855, the Town-Wardens for the time being becoming Lords of the Manor.<sup>(1)</sup> After this date the market tolls provided the Town Estate with a substantial additional income, and every effort was made to increase this by encouraging trade - in 1873, for example, a new fair for cattle, sheep, and horses was established, and in 1882 a September Cheese and Pleasure Fair started. The administration of the market was vested in an annually appointed market committee who reported each year to the Town Meeting at which the Town-Wardens were elected.

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(1) See Trust Deed, 1866.

During the second half of the nineteenth century many of the functions of the Town Estate were transferred to the new organs of local government established by the central government to replace the Justices of the Peace and the now ineffective parish. As a result of the Public Health Act of 1848 and the Local Government Act of 1858 a Local Board was established in Melton Mowbray in 1861.<sup>(1)</sup> Soon after its institution this authority took control of the sewerage and street cleaning of Melton, and after 1865-66 it became responsible for the town's water supply, maintaining the town pumps and wells. The provision of education in the town had become an increasingly heavy burden on the Town Estate finances, and in 1885 the necessity of expanding the school buildings involved the trust in a heavy debt. In 1888 it was resolved to approach the Local Board with a request to undertake the lighting of the town for one year, and thus liberate £300 of the Estate funds which could be applied towards the discharge of the debt. The Local Board at first refused, but acceded to the request after the following resolution was passed at a town meeting: "Forasmuch as the income of the Town Estate does not now meet the claims upon it this meeting directs the Town-Wardens not to undertake the lighting of the town any more until the funds are in a position to do so without running into debt." During the next few years the lighting was sometimes undertaken by the Local Board and sometimes by the Town Estate. In 1897, however, the Urban District Council, which had replaced the Local Board as a result of the Local Government Act of 1894,<sup>(2)</sup> was asked to undertake the lighting of the town, and in

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(1) White's Directory of Leicester and Rutland, 1863, p.258.

(2) V.C.H.Leics., Vol.III.p.193.

1898 the management of the Fire Brigade was transferred to the same body. By the end of the century the maintenance of the pavements was a charge also accepted by the Urban District Council.

Financial difficulties made it impossible for the Town Estate to continue to maintain many of the public services for which it had been responsible both before and since 1793. The transfer of functions to the recognised local government bodies necessarily altered the Trust's position in the town; by the end of the nineteenth century its rôle can no longer be compared with that of a corporation. The change was, however, gradual, the townsmen being reluctant to lose control to the Local Board and Urban District Council, and concerned to prevent the increase of rates which any transfer of function necessarily involved. Even after the new local government bodies became responsible for the maintenance of public services, the Town Estate retained an interest in their provision. Just as in the sixteenth century the Town Estate had assisted the inhabitants to pay national taxes, so in the latter half of the nineteenth century it relieved the townfolk of some of the burden imposed by the government in the form of rates. In 1863 some of the profits of the Town Estate were voted towards the liquidation of the sewerage rates, and in 1865 and 1867 a grant of £200 was made to the Local Board to diminish the General District Rate. Until 1901 an annual grant was made to the U.D.C. towards the provision of street lighting, whilst even in 1919 a grant of £20 a year was still being made towards the maintenance of the fire-service. Many new schemes for the improvement of amenities were initiated by the Town Estate which granted

money to enable them to be carried out. In 1903 the Town Estate provided the site for a free library and reading room, and, although control was in the hands of the U.D.C. who built the library, the Trust made an annual grant towards its maintenance and the provision of books until 1919. Although the Town Estate co-operated willingly enough with the U.D.C. to provide public amenities, the relationship between the two bodies was not always smooth; whilst the Local Board and U.D.C. were responsible for the cleanliness of the streets, the market was under the control of the Town Estate, and the question of who should clean the streets after the market remains a problem today, even though the ground is no longer broken to set up the stalls. Throughout the latter half of the nineteenth century the Town Estate was still a vital force within the town; the town meetings, which could be convened at the request of the inhabitants, provided a means of expressing public opinion; attention could be drawn to the town's needs, and committees appointed to take any necessary action. In 1872, for example, it was agreed at such a town meeting to petition in favour of an Act of Parliament to sanction the plan of the Directors of the Great Northern Railway for establishing a line from Newark to Leicester via Melton. In 1897 representations were made, as a result of a town meeting, to the U.D.C. the County Council and the Midland Railway Company to initiate a joint scheme for the prevention of flooding.

The chief cause of the financial difficulties which eventually led the Town Estate to abandon the maintenance of many public services to the Local Board and U.D.C. was the provision of education.

The Education Act of 1870 laid down certain standards to which voluntary schools had to conform, and its attempts to meet government requirements and so avoid having a Schools Board set up, almost reduced the Town Estate to bankruptcy. By the end of the nineteenth century the Estate had ceased to have complete control over the provision of education in the town; whilst the elementary school buildings remained town property they were maintained largely through government, rather than Town Estate, grants. In 1900 the government demanded additional accommodation for infants, and in 1904 a site for a new Infant School was purchased by the Estate; it was, however, handed over to the County Council, further provision for infant education being a financial impossibility for the Estate. Other educational amenities were provided by the joint efforts of the Town Estate and the County Council; in 1902 a memorandum notes that for the past 16 or 17 years the County Council had been assisting the Town Estate in the provision of evening continuation classes, whilst in 1900 the Temperance Hall, presented to the trust in 1899 by the dissolved Temperance Society, was made into a Technical School and maintained largely from County Council grants. When in 1909 the King Edward VII Grammar School was established by the County Council,<sup>(1)</sup> the Town Estate was represented on the governing board in recognition

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(1) See T.H. Corfe, The School on the Hill: An Informal History of King Edward VII Grammar School, Melton Mowbray, 1910-1960.

of an annual grant of £120 made to the school from the Town Estate funds. Whilst the Estate ceased to provide completely for education in the town, it retained a very active interest in the subject, and the question of providing secondary education in Melton Mowbray was the subject of numerous town meetings. In 1914 a scheme devised by the County Council Education Committee and the Charity Commissioners and approved by the Town Estate was carried through. This appropriated for educational purposes the Elementary School buildings, the property of the Schools Extension Scheme (1885), the Technical School premises, and a yearly sume of £150 from the profits of the Town Estate. The buildings were pulled down in 1934 and the present Technical School built on the land, and leased to the County Council for 229 years for an acknowledgement of 5s. per annum. (1).

Although the second half of the nineteenth century and the early years of the twentieth century saw many changes in the functions of the Town Estate, and a change in its position in the town, there were no radical changes in its administrative pattern or in its constitution. The basis of the trust-government continued to lie in town meetings, and it was still administered by elected committees and the two annually appointed Town-Wardens. A number of new salaried officers were introduced, the Bailiff, established in 1871, being the most important, whilst in 1876 the Town-Wardens were termed Senior and Junior, being paid a

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(1) Information obtained from E.Bartram, Sec. to the Town-Wardens, 1964.

wage of £5 a year from 1811. A more definite pattern of government emerged in the late nineteenth century for the routine administration of the trust than is found in earlier years. At the annual Town Meeting the Town-Wardens' accounts were audited and the new Wardens elected, the report of the Market Committee was considered and a new committee elected, whilst the report of the School Committees were also read and new ones elected, until 1902, when School Managers were appointed in accordance with the requirements of the Education Act of that year. The meeting then voted grants for particular purposes, in 1909, for example, £75 was granted for park improvement, £20 to the Fire Brigade, £120 to the Grammar School, £20 to the Free Library, and £10 for the maintenance of the church clock and chimes, after which the meeting discussed any current problems. By the early twentieth century the feoffees were again playing an active role in the administration of the trust, holding feoffees' meetings to consider matters before they were put before the Annual Town Meeting or before a specially-convened town meeting; these activities of the trustees present a contrast to their role in the sixteenth century, but it is a change that had begun even before 1793.

Today the Town Estate's properties consist of the Corn Exchange, purchased in 1920, two shops forming the frontage of these premises in Nottingham Street, and a house and two shops opposite. Apart from a cottage and a garden in Park Lane, purchased in 1906, the rest of the Estate consists of land; there are 195 acres of agricultural land on the Dalby Road and  $15\frac{3}{4}$  acres on the Nottingham Road, whilst on the

Leicester Road the Estate owns the Memorial Gardens adjoining Edgerton Lodge, and the Edgerton Park, the Sports Ground, and the New Park, both of which adjoin the Play Close, and the All-England Sports Ground on the Saxby Road. The provision of parks and recreation grounds is, to-day, one of the Town Estate's chief functions. The trust's concern with this public need began in 1848, when there was considerable disturbance owing to the townsmen being prevented from using the Play Close, the property of Lord Melbourne, which was the traditional recreation ground of the town; in 1850 the Play Close was purchased by the Town Estate, and gradually other land was acquired and improvements made. The Estate continues to control the Tuesday and Saturday Street Markets, but the Cattle Market, which was moved from the streets to the Spittal Leys in 1868, was let on a 999 year lease to the Urban District Council in 1879. From its rents, chief rents, market tolls, and the profits of the sports grounds, the Town Estate meets the expenses of the market and the parks and recreation grounds, amenities which are normally provided by the Urban District Councils, and maintains the Corn Exchange as a public hall; whilst each year £150 is paid from the profits of the trust to the Educational Foundation Account, according to the scheme of 1914.

The Town Estate is now a charity registered with the Charity Commissioners, to whom its accounts must be submitted each year. The governing trust deed is that of 1914 which states that the trust, as in the sixteenth century, is for the benefit of all the inhabitants of Melton Mowbray,<sup>(1)</sup> but probably also defines the portion of the trust

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(1) Catalogue of Leics.Charities, 1960; issued by the Charity Commissioners.

applied to educational purposes.<sup>(1)</sup> Its constitution remains as defined in the 1793 trust deed,<sup>(2)</sup> whilst the administrative pattern has altered little since the late nineteenth century; each year still an Annual Town Meeting is held at which the Town-Wardens' accounts are audited and new Wardens elected, whilst day-to-day administration remains in the hands of the Town-Wardens, a Market Committee, and with the Feoffees.

The basic principles of the Melton Mowbray trust-government have remained unaltered since the sixteenth century; the Town Estate is still held in trust for the inhabitants, and administered by the inhabitants, for the common good of the community. From the middle of the sixteenth century to the middle of the nineteenth century the town trust provided the inhabitants of Melton Mowbray with a form of self-government almost equivalent in law to that of a corporation; and a good deal more useful in practice. Like many other worthy institutions, however, the Estate was not equipped to withstand the changes of the last hundred years. By the end of the nineteenth century the imposition of an effective, uniform system of local government, with rating powers, and the inadequacy of the Estate's finances to provide for the town's modern needs, had caused a change in the trust's status. Only gradually, however, did the Town Estate yield its authority in the town to the national local government authorities, and even today it provides amenities which would be provided in a less fortunate town, from the rates, by the Urban District Council.

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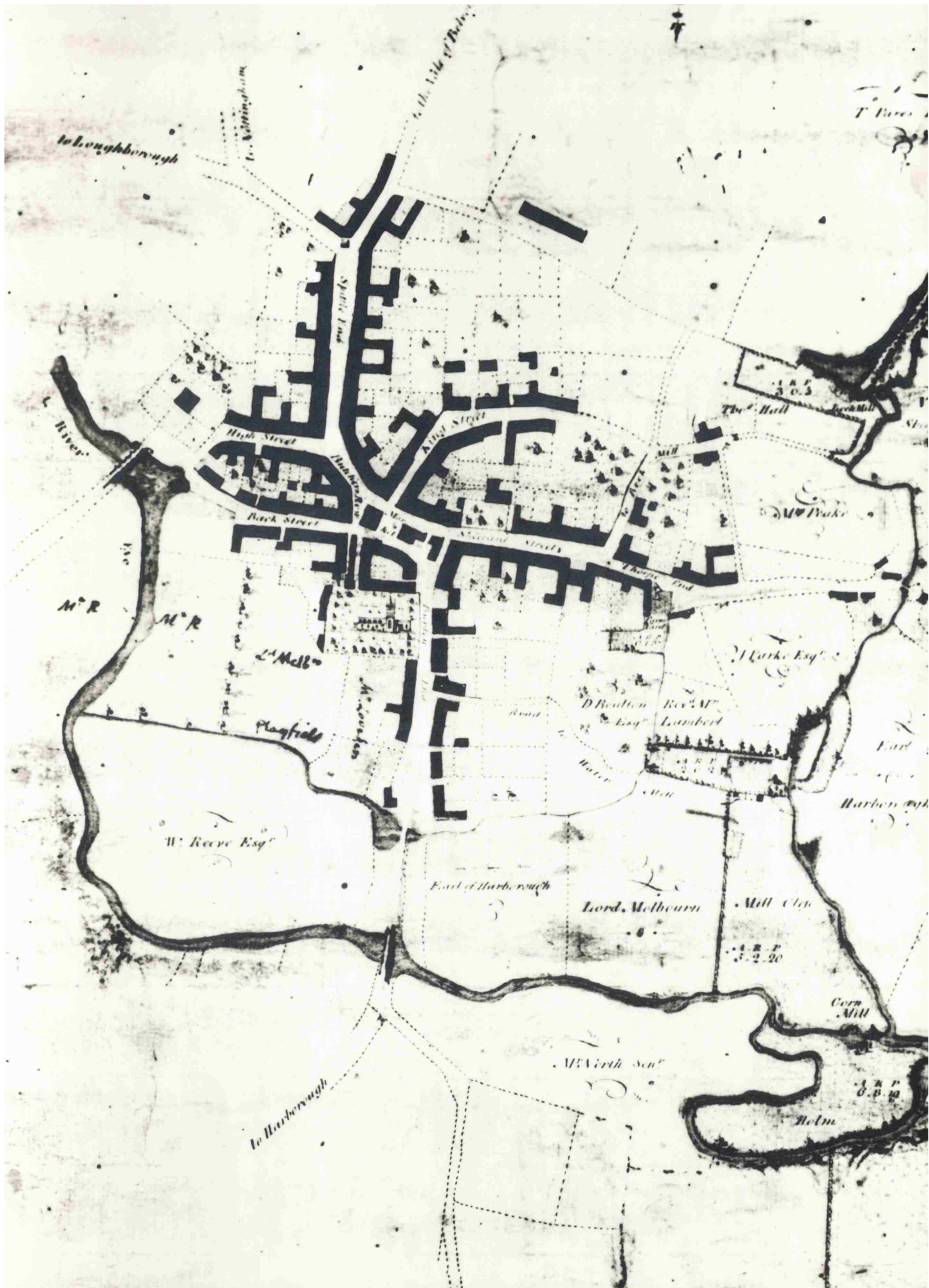
(1) Information obtained from E. Bartram, correspondent with the Charity Commissioners.  
(2) Ibid.

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APPENDIX I.

MELTON MOWBRAY 1787

Taken from a map of the estate of Philip Burton, Esq., in the  
Lordship of Melton, in the Leicestershire County Records Office.



APPENDIX II

THE "LORD OF MELTON"

The festivities which took place at Easter and Whitsuntide in Melton Mowbray were popular forms of entertainment in sixteenth-century England. They were, however, of much earlier origin. The traditional folk celebrations at May-Day, Midsummer, Christmas and New Year probably originally developed from Pagan fertility rites, but early became associated with the Christian Church through a policy of conciliation, the early Church seeking to identify the pagan feasts with its own festivals rather than embark on the difficult task of exterminating them. The Summer festival was usually celebrated in May. From 1450 there are many references in local records to the May-Day celebrations, and from that time the picture of the festival becomes clearer.<sup>(1)</sup> The whole pageant of the summer festival was generally known as the "May-Play" or "May-Game", or as the "King-Play", "King's Revel" or "King Game", the leading personages being the "King" and "Queen", or "Lord" and "Lady", sometimes being more specifically described as the "somerkyng" or the "Lord of Misrule". By the sixteenth century Robin Hood had become an indispensable part of the May-Game, being usually accompanied by Maid Marian and the rest of the brotherhood of Sherwood. The May-Game was something more than a procession or pageant; dramatic performances were usually staged, and where the plays were secular, rather than of miracles, the subjects were generally drawn from the ballads of Robin Hood.

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(1) E.K. Chambers, The Medieval Stage, Vol.I., 1903, p.173.

The Morris Dance was common to nearly all the village feasts, but was so universally in use on May-Day that it naturally borrowed Maid Marian for its chief character. The May Game in the fifteenth and sixteenth centuries had, in many cases, become a parochial or even municipal affair. In 1498 the corporation of Wells possessed moneys "provenientes ante hoc tempus de Robynhode".<sup>(1)</sup> In other places the expenses of the feasts were met by the Church-Wardens who also accounted for the receipts. The festival was also celebrated by the guilds; at Norwich the Gild of St Luke performed secular as well as miracle plays, and the Gild of the Holy Cross at Abingdon held its feast on 3 May with "pageants, plays and May-games" as early as 1445.<sup>(2)</sup> In many places, even during the Middle Ages, and still more afterwards, the summer feast dropped out or degenerated into a mere beer-swilling or "ale". On the other hand the village festival found its way to court and became a sumptuous pageant under the Tudors. At the Reformation the May Games were marked for the Puritan onslaught, but encountered no opposition during Mary's brief reign. The Elizabethan Puritans renewed the attack, but though something may have been done by reforming municipalities here and there to put down the festivals, the ecclesiastical authorities could not be induced to go much beyond forbidding them to take place in churchyards.

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(1) Ibid., p.176.

(2) Ibid., p.177.

William Stafford declared in 1581 that "May-Games, wakes and revels" were "now laid down", but the violent abuse directed against them only two years later by Philip Stubbs show that this was far from true. (1)

The summer festival was celebrated in Melton Mowbray at Whitsuntide, whether or not this fell in the month of May. The Church-and-Town-Wardens' accounts and the accounts of the "Lord of Melton" indicate that the festivities consisted of the traditional pageant of the Lord and Lady, the performance of Robin Hood plays, and music, dancing, feasting, and drinking, whilst a single reference suggests that there was also a procession. The Whitsun celebrations apparently began on Hawe Thursday with the election of the Lord of Misrule and his Lady, and continued until the Thursday in Whitsun week. (2) The centre-piece of the pageant was evidently the Lord's Hall, probably a wooden booth or framework covered with green bows. In 1563 Thomas Keme was paid 7d. for "bylding the lordes hall & mending the borde & vj tressels" and in 1571 he was paid 6d. for "setting vp the Lordes hall at Whitsuntide". (3) Philip Stubbs in his The Anatomie of Abuses (1585) gives a description of the "Lorde of Misserule" and his attendants; "Aboute the Churche they goe againe and againe, and so forthe into the Church-yard, where they have commonly their somer haulles, their Bowers, Arbours and Banquetting Houses set up, wherein

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(1) Ibid., p.181.

(2) L. of M. acc. 1563.

(3) T. W. acc. 1570-72.

they feaste, banquet and dance all that daie, and peradventure all that night too. And thus these terrestrial furies spend their Sabbath daie".<sup>(1)</sup> The "Lordes Hall" at Melton was doubtless for this purpose. Expenses noted in the accounts show that costumes were worn by the principle actors - "Itm to Rayne brown for bringing the Lord's gowne from the Lavnde: 6d."<sup>(2)</sup> Nicholas Swashe was paid for "dressing my lordes horse", perhaps referring to the hobby horse traditionally associated with folk drama; in 1560 he was paid 10d. for when he played the fool, another customary figure of folk festivals.<sup>(3)</sup> The payment of John Downes for 400 "lyveres"<sup>(4)</sup> probably refers to badges made from paper, satin or a similar material, and decorated with some devise, which were distributed amongst the spectators who attended the festival not only from Melton itself but from the surrounding countryside. In 1563 the accounts show that music was played throughout the holiday - 12d. was paid to the piper of Hawe Thursday, whilst Bartholomew Allan was paid 6d. for playing "of Thorsday in Whitson weeke", and William Madder was paid 5s.4d. for playing three days.<sup>(5)</sup> In the Church-Wardens' account for 1559 we find the entry "Re. off John Hyndman for ye meye poll: 6d.", suggesting that dancing round the Maypole formed part of the festivities.

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(1) W.Kelly, Notices of Drama etc. in Leicester, 1865, p.66. n.1.  
(2) L. of M. acc. 1563.  
(3) T.W. acc. 1560-61.  
(4) L. of M. acc. 1563.  
(5) Ibid.

In 1555 and 1556 the Robin Hood plays were performed by Stephen Shaw and his company,<sup>(1)</sup> which may have been a professional company or may have been formed from amongst the townsmen of Melton; there is no indication of the particular play performed in any year. The feast was probably far more substantial than indicated by the brief entries in the "Lord of Melton" account for 1563 when 10d. was paid for "spyce for the cakes" and 18d. was received on the "gatheringe of the malt and whete" for the ale. In the same year four footmen and two butlers were paid for their services. No complete picture of the pageant can be obtained from the entries in the accounts. Only a few entries are concerned with the expenses incurred, which serve only to indicate the nature of the festivities; the majority of entries are concerned with the money received as a result of the celebrations. These are generally entered as being gathered by the Lord of Misrule himself, or by the younger generation of townsmen, for example, in 1556 Thomas Postern, who drew up the account of that year, received "of John Fishpole and Thomas Maye that there children gethered in the town at Whitsuntide and of Steven Thorneton that he gethered the same year being Lord of Misrule: £5.19s.8d.". The Lord himself was evidently one of the younger townsmen, in 1562<sup>(2)</sup> Thomas Trafford, son of Richard Trafford, was Lord, and in 1563<sup>(3)</sup> Robert Odham junior took the part. Although the majority of references are to the festivities at Whitsuntide

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(1) L. of M. acc. 1556.  
(2) T. W. acc.  
(3) L. of M. acc.

it is evident that there were celebrations of the same nature at Easter, and probably both festivals were thus celebrated in each year.

The earliest reference to the festivities is to be found in the Church-Wardens' account of 1546, and from that date until 1558 it is usual to find that the Church-Wardens' accounted for the receipts of the festival. It is clear, however, from entries in the Town-Wardens' accounts from 1560-72 and from Christopher Whitehead's account (1564-69), that the Town Estate assumed control over the celebrations, meeting expenses and receiving the profits which were applied to meet the general expenses of the trust government, and indeed formed part of the revenue drawn on to meet the expense of purchasing the Spinneys. In 1556, 1559, and 1563 the profits of the festivities were specifically donated towards the repair of the church, streets, bridges, and highways of Melton Mowbray, and three separate accounts exist for these years, which give particulars of the way in which the money was spent; there may have been other such accounts. It is these accounts which provide the most information about the festivities, for in 1556 and 1563 the expenses and proceeds of the festival were noted in detail.<sup>(1)</sup> The account of 1563 was drawn up by the elected Lord of Misrule, Robert Odham, junior, but Thomas Posturn who drew up the account for 1556 did not play this role; he was, however, at that time a Town-Warden, which might suggest that the profits of the festivities, although generally

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(1) See above, p. 130.

administered by the Church-Wardens at that date, were in this year handed over to the Town Estate. Christopher Whitehead, who drew up the account for 1599, was neither Church - or Town-Warden - but he may have been the "Lord of Melton".

We have no means of ascertaining when the festivities were first introduced in Melton Mowbray, but it was no doubt long before 1546, the date of the first reference in the Church-Wardens' account, itself the oldest now surviving. The festival may have been organised by the Church-Wardens for some time before 1546; on the other hand, the fact that the Town Estate subsequently took control of the festival, and the fact that the profits were applied to the maintenance of the bridges and highways of the town as early as 1556, when the Church-Wardens' were still the organisers, might well suggest some connection between the festivities and the Gilds of St John and St Mary; one of the functions inherited by the Town Estate from the Gilds was the maintenance of the bridges and highways. It was a common practice for religious gilds to augment their funds by staging pageants such as the Whitsuntide and Easter festivities held in Melton Mowbray, and it is quite possible that these pageants were previously staged by the Gilds of St John and St. Mary. Although the Melton Gilds were not dissolved until 1547, in the Church-Wardens' account for 1546 we find the Church-Wardens meeting the expenses and receiving the profits from the Whitsuntide festival, indicating that the festivities were arranged by the parish, and not by the gilds, since, if this was so, one would expect to find such entries to have been made in the Gild-Wardens' accounts.

This does not, however, preclude the possibility of a connection between the guilds and the festival since the entries in the Church-Wardens' accounts might only have been occasioned by the confusion in local administration caused by the impending dissolution, and the efforts to circumvent it. The subsequent entries in the Church-Wardens' accounts might even be an instance of the way in which the Church-Wardens filled the breach between the dissolution of the guilds and the establishment of trust government. On the other hand the festival could always have been the particular concern of the Church-Wardens even when the guilds were active - they may have still played a part in the festival without actually controlling it. The fact that the Town-Wardens later took over the earlier role of the Church-Wardens is perhaps only another example of the way in which the Town Estate came to direct all the affairs of the parish.

The last reference to the "Lord of Melton" is to be found in the Town-Wardens' account for 1570-72; after this date there is no indication in the town records that the festivities continued to be held. It is not possible to account for the collapse of such popular, and moderately profitable, events as the Easter and Whitsuntide May-Games, save to suggest that there was at this time a strong puritan element in Melton Mowbray. (1)

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(1) At Chester puritan feeling checked the performance of the Whitsun plays between 1572 and 1574. see G. H. Martin, The Town, 1961, p.26.

APPENDIX III

THE TRUST DEED OF 1600

THE INDENTURE maide the foretinth daye of Januarie in the two & fortith yeare of the Raigne of our Soveraigne ladye Elizabeth by the grace of god quene of England, Fraunce & Irelande defender of the faythe etc. BETWENE William Trigge of melton Mowbray in the Countie of Leicester yeoman & Mathewe Lacye of the same towne & Countie gent of the one partie AND Roger Chantler Maister of Arte, Henrie Lacye gent George Bury gent Roberte Trigge Brian Wythers Edward Wormell William Parker William Mabbes & Thomas Owndell of the other partie WITNESSETH that whereas the said William Trigge & Mathewe Lacye, by their deed Indented bearinge date the daye of the date of theis presentes did infeoffe the said Roger Chantler Henrie Lacye George Bury Roberte Trigge Brian Wythers Edward Wormel, William Parker, William Mabbes & Thomas Owndell & their heires to the vse of them & their heires for ever OF ALL these parcells of grounde callyd the Spynnys & of one meadowe to the same adioyninge sett lyinge & beinge in melton mowbray aforesaid bought of certeyne patenters of our said Soveraigne ladye Elizabeth the Quenes majestie that now is as by former assurance thereof for them in the custodye of the Inhabitants of the said towne of melton it doth & maye appeare ALSO of one parcell of ground called or knowne by the name of orgar leys adioyninge to the said Spynnys & also of eight cotages & gardeyns with their Appurtenances, together scituate lyinge & beinge in a street called Spittlegate in melton mowbray aforesaid nowe or late in the severall tenures of William Kem Roberte Power Thomas Dreycott

William Fankes Henrie Neale Clement Crowe Thomas Myles Rafe Perkinson  
John Teylor, two cotages theire together lyinge now in the severall  
tenures of James Ley & George Linnas, one cotage with the appurtenances  
in the same street called the Spittlegate in the tenure of the foresaid  
William Trigge one other cotage with the appurtenances in the same  
streete in the tenure of James Powley one howse theire late called  
the Spittle Chapple in the tenure of Roberte Hoden & Addam Wilde  
George Stevens & William Hickson & two other cotages adioyninge  
in the tenure of John Cooper & James Pooles & one closse to the same  
Chapple house belonginge, lately called the Chapple Closse in the tenure  
of Richard Mitton gent & twenty five leys called gresse leys on the northe  
side of the said closse one hedge called a hedge in the tenure of  
Clement Crowe on the east side the said leys, one shope & one chamber  
over the same in melton mowbrey aforesaid in a certeyne place there  
called Both Rowe nowe or late in the tenure of Richarde Howett, one  
cotage with thappurtenances scituate there upon the said place called  
Bothe Rowe nowe or late in the tenure of William Halley, the rent of  
eightene pence gowinge out, yerely to be paid out of a cotage late of  
Bartholmewe Brokesbye Esquire against a well in melton mowbray aforesaid  
nowe in the tenure of Nicolas Teylor, one Cotage & a crofte with thappur-  
tenances in a certeyne Street there called Thorpegate nowe or late in the  
tenure of Alice Kydder, one cotage & a crofte extendinge itselke estwarde  
towarde thorpe Bridge in the tenure of William Morrison two shillinge  
and sixe pence Rente yerely goinge out of a cotage of Ambrose Lane  
in the Church Lane there one cotage with thappurtenances there nere unto  
the highe Crosse, nowe in the tenure of Galfrye Tallys, one ley & a pece

of lande called a ley & a balk lyinge in a Crofte there nowe in the tenure of Dorothye Burye one messuage or tenement with thappurtenances there in a certeyne street called the Kinge Street with all landes meadows pastures feedings woodes & underwoodes with all & singuler thappurtenances in the tenure of Jane Meascire widowe, one Close in the water lane there nowe in the tenure of the foresaid Richard Mitton, two shillinges rent yerely goinge out of one pece of meadowe in the fild of melton mowbrey aforesaid here unto Scalford fild called Davy hooke in the tenure of Alice Lane widowe, one pece of lande in the south fild of melton mowbrey aforesaid late called St John Wonge conteyninge fiftie seven lands & three leys with there holmes nowe in the tenure of the foresaid Roger Chantler, three wonges in the northfild of melton mowbrey aforesaid in a certeyne place there called westdalē lately called St Johns wonges conteyninge fiftie three landes with there holmes & gresse to the same belonginge at the estende thereof, in the tenure of Michael Bentley William Peate & Thomas Bruche five shillinges rent yerely payde out of the lande late in the tenure of John Collington in the filds of Sysonby in the Countie aforsaid foure shillinges rent yerely paid out of the lande in the filds of Sysonby aforesaid nowe or late in the tenure of Richard Townsend divers landes lyinge in the filds of melton mowbray aforesaid at Oleby Eye<sup>(1)</sup> now in the tenure of Thomas Blyth, one litle shope on the northe side of the rounde table in melton mowbrey aforesaid, nowe or late in the

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(1) Welby.

tenure of walter wormell or his assigns fifteene landes in the  
filds of melton mowbrey aforesaid nowe or late in the tenure of  
the said walter wormell or his assigns six pence Rente yerely goinge  
our of our Closse in Oleby aforesaid, late Roberte Thorpes nyne  
shillinges rent yerely to be taken & paide out of five cotages nowe  
maide into three Cotages of Thomas Channcy alias Gyles gent in melton  
mowbrey aforesaid in a certeyne place there called the rotton Rowe  
in a certeyne streete there called the Eyegate, nine shillinges rent  
yerelye goinge out of Certeyne landes late parcell of the possession  
of the monastery of Kirby Bellors as by the same deede of feofment playnly  
appeareth NOWE for a pleyne declaracion & settinge forth of the very  
true intent & meaninge of the Imployment of all & every the premisses  
& makinge of the said deed of feofment & executinge of the same to  
the said persons therein nominated & mencioned IT IS by the said  
parties to theis presentes declared Covenanted graunted & by theis  
presentes is fully agreed upon & everie of the said parties, for them  
& everie of them & for theire severall heires executors & administrators  
& assigns do Covenante graunte & agree to & with the other parties to  
theis presentes, that the said Roger Chantler & his Cofeoffees & theire  
heiress shall permitt & suffer the said parcells of landes callyd the  
Spinies that is to saye the upper Spynnys open Spynney Inner Spynney  
Anuldowne & mylne holmes with theire Appurtenances, to be & contynue for  
ever a free neates pasture for all and everye the Inhabitanes in

in melton mowbraye aforesaid, without anythinge to be payde for the same to the said Roger Chantler Henry Lacye George Burye Roberte Trigge Brian Wythers Edwarde Wormell William Parker William Mabbes & Thomas Owndell or any of them or to the heires or assigns of any of them FFURTHERMORE it is likewise Covenanted & Agreed vpon by the said Roger Chantler & his said cofeoffees for them & their heires & assigns & every of them to & with the said William Trigge & Mathewe Lacye their heires executors & administrators & everie of them by their presentes, that the said Roger Chantler, Henry Lacye George Bury Roberte Trigge Brian Wythers Edward wormell william Parker william Mabbes & Thomas Owndell & their heires shall permitt & suffer the Inhabitanes of the towne of Melton aforesaid by the mutual consentes of tenor xij of them of the best estimacion to sell or appoint to sell Cut downe & carry awaye all manner of woodes & underwoodes, willowes thornes & gosses growinge in or vpon the said Spynnys with the appurtenances hereafter from tyme to tyme to be imployde or sold to the use of the hole Inhabitanes of the said towne of melton mowbray for ever AND MOREOVER it is likewise covenanted & agreed vpon by the said Roger Chantler & his said cofeoffees for them & their heires & assigns & every of them, to & with the said William Trigge & Mathewe Lacye their heires executors & administrators & every of them by their presentes, that the said Roger Chantler & his said cofeoffees & their heires shall further permitt & suffer the rate & sessment of cattell of the said Inhabitants of melton mowbrey aforesaid to goe & feed in the said Spynnys accordinge to the rate & sessment of three Kye for every yarde lande & for everie Auncient cotage in melton mowbrey aforesaid two Kye & a follower if they have them

of their owne or hired, for their owne proper sustentances vses  
& profits without fraude or deceyte, so as no Inhabitant their lett  
any Ky pasture or pastures to any other man for money or other  
comoditie vnlesse he or they have land letten to them with all & to  
keepe after the Rate of the lande as aforesaid AND ALSO after the  
said Spynneis & neates pasture Fayleth & the towne herd come into the  
comonfildes, that it shall & maye be lawfull for the said Inhabitants  
to rate the said Spynnys with the appurtenances with horse sheepe &  
other cattell as they have bene accustomed before the makinge of  
theis presentes AND FFURTHERMORE it is likewise covenanted & agreed  
vpon by the said Roger Chantler & his said cofeoffees for them their  
heires & assigns & everie of them to the other said parties to theis  
presentes that they the said Roger Chantler & his said Cofeoffees  
& their heires shall also permitt & suffer the said parcell of leys  
or pasture called or knowne by the name of orgar leys, to be vsed  
eaten & occupied with the said Spynnys freely by the said Inhabitants  
their heardshipp of Kyne & beasts of Melton Mowbray aforesaid in  
like sort as they eate the said Spynnys two yeres together, that is to  
say the first yeare thereof when the northe filde of melton mowbrey  
aforesaid, is sowen with whitecorne, & the seconde yere next followinge  
when the said fild is sowen with pease & beans, & the thirde yere  
followinge when the said filde lyeth fallowe, then the said parcell  
of leyes called orgar leys to be layde & eaten, with the said fallowe  
filde, & so yerely the same to be vsed in that manner order & sorte  
as aforesaid for ever hereafter, as the same hath bene vsed before the  
makinge of theis presentes, freely as the said Spynneys without anythinge

yerely payinge for the same vnto the said Roger Chantler or his said  
Cofeoffees or their heires or assigns or any of them AND MOREOVER the  
said Roger Chantler & his said cofeoffees for them & their heires  
& everie of them doth conveyance & agree to & with the other said parties  
their heires executors & administrators & everie of them by their presentes,  
that the said Roger Chantler & his said cofeoffees for them & their  
heires & every of them do geve full power & Authoritie to the town  
wardeyns of melton mowbrey aforesaid for the tyme beinge to sue &  
Ampleade in any lawfull courte within the Realme of Englande for the  
said Feoffees in their names, anye person or persons trespassinge or  
offendinge in or vpon the said premisses or any parte or parcell  
thereof in as full & ample manner as the said feoffees themselves might  
or coulde doe, if they were personnally present AND LIKEWISE that it  
shall & maye be lawfull for the said town wardeyns for the tyme beinge  
from tyme to tyme hereafter to lett the said premisses or any parte or  
parcell thereof from yere to yere or for terme of yeres by lease poll  
or in writinge & the said lease or leases by the said towne wardeyns  
so letten to be sealed signed & delivered by the said feoffees that  
shalbe then livinge to make the same good in law to all intentes &  
purposes as if the said feoffees had letten the same leases themselves,  
the hole comoditie & profitt thereof & all other the said premisses to  
be Employed to the use of the hole Inhabitants of the said towne of  
Melton Mowbrey aforesaid in suche order & sorte as ten or xij of the  
said Inhabitantes of the best estimacon shall thinke meete & convenient  
(blank on fold of document) .....NDED ALWAYS that in (blank on fold)  
any such lease or graunte to be maide by the saide towne wardeyns of the

said premisses or any parte or (blank on fold) thereof, the Consent of tenn or twelve of the Inhabitants of the said towne of melton of the best estimacon in the said towne of Melton Mowbrey aforesaid, shalbe first had & obteyned vnder their handes in writinge, before suche lease or leases be seald & delivered by the saide towne wardeyns,<sup>(1)</sup> then livinge, or els the same lease & leases to be voyde & of none effecte, any thinge in the same lease or leases, conteyned to the contrarie in any wise not with standinge AND FFURTHERMORE if their happen any Ambiguity controwsie or doubte to arrise or be hereafter at any tyme amongst the Inhabitantes of & within the foresaid towne of melton mowbrey for the said pasture eatinge vsinge or occupyinge of the same or vsinge or Imploying any other of the said premisses or any parte or parcell thereof that then the said matter & cause whatsoever it shalbe shall from tyme to tyme & yere to yere with all convenient expedicon, be heard appeased determyned and ended, at all tymes by ten or xij persons of the most best discreccion & estimacon of the said towne of melton mowbrey aforesaid AND IT IS likewise Further covenanted & agreed vpon, by & betwene the said parties to theis presentes that they the said Roger Chantler henrie Lacye George Bury Roberte Trigle Brian Wythers Edward wormell william Parker William Mabbes & Thomas Owndell or suche of them as shall survive, shall within

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(1) This is clearly a mistake, and should read "feoffees", since it has already been stated in a previous clause that the feoffees should sign, seal, and deliver the leases for them to be valid.

one quarter of a yere, whensoever they or any of them shalbe therevnto required, By ten or xij of the Inhabitantes of the said towne of Melton, of the best estimacon as aforesaid, at the proper coste & charges in the lawe of the said Inhabitantes release all their right title & interest in the said premisses vnto the residue of the said feoffees then livinge or to seale & deliver as their deede or newe feofment of all & everie the said premisses with their appurtenances vnto such person & persons as shalbe named & appointed for that purpose, by ten or xij of the said Inhabitants of the best estimacon to such intent & purposes as is aforesaid, to the intent the same may have contynuaunce for ever to & for the profitt & comoditie of all the Inhabitantes of the said towne of melton mowbrey as aforesaid is declared & purposed ment & intended AN WITNES whereof the parties abovesaid to their present Indentures interchangeablye have sette their handes & seales the daye & yere first above written.

APPENDIX: IV.

THE OFFICERS OF THE TOWN ESTATE IN THE SIXTEENTH CENTURY.

Gild-Wardens.

1546(?) - 1547(?) Christopher Whitehead, William Carver. (1)

Town-Wardens.

1555(?) - Dec. 1558	Richard Trafford, Thomas Posturn.
Jan. 1559 - Jan. 1560	Richard Trafford, Robert Odam.
Jan. 1560 - Mich. 1563	Robert Odam, Dennis Shepherd.
Mich. 1565 - Mich. 1567	Robert Odam, Hugh Lacy.
1567 - 1571	Michael Bentley. (2)
Elected Dec. 1572	John Lacy, William Trigg.
Jan. 1576 - Jan. 1577	John Lacy, William Trigg.
Elected Jan. 1577	Bryan Shyers, William Polley.
Ann. 1582 - Mich. 1589	Ambrose Lane, Henrie Gulson.
Mich. 1589 - Mich. 1590	Henry Gulson, Henry Shipward.
Mich. 1590 - Mich. 1592	Henry Shipward, Hugh Elwood.
Mich. 1592 - Mich. 1594	William Trigge, Thomas Blythe.
Ann. 1595 - Ann. 1596	William Trigge, Mathew Lacy.
Ann. 1596 - Ann. 1597	William Alkin, William Mabbes.
April 1597 - April 1598	William Alkynn, Thomas Oundell.
April 1598 - April 1599	Thomas Oundell, Walter Wormell. (3)

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(1) Chancery Suit Papers: Depositions. Richard Trafford was also at one time a Warden.

(2) Trafford and Lacy acc. 1566 - 71.

(3) "Town Records".

April 1599 - May 1600 William Alkynn, Edward Homes.

May 1600 - May 1601 (?) William Alkynn, Edward Homes.

Spinney-Wardens.

1555-57 Thomas Pyne, Christopher Shyers.

1557-58 Hugh Spencer, Robert Oldham.

1558-59 Robert Cracham, Thomas Mey.

1559-60 Thomas Mey, Robert Halley.

1560-61 Hugh Lacy, Robert Hawley.

1561-62 Hew Lacy, Thomas Fyshpoole.

1562-63 Thomas Fyshpoole, Thomas Peyne.

1564-65 James Levett. (1)

1566-70 John Withers, Dennis Shepherd. (2)

6 May 1565 Walter Shipwarde, William Lane, Mr. Brokesbie,  
William Lacye, William Waltham, Thomas Meye.  
And appointed to their assistance:-  
Richard Trafford, Hugh Lacy, Christopher Whitehead. X

25 April 1579 Thomas Giles, John Withers, James Levitt,  
William Trigg. X

21 April 1586 Michael Bentley, Mathew Lacye, Henry Gulson,  
William Trigg. X

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(1) Trafford and Lacy acc.1564-65.

(2) Trafford and Lacy acc.1566-71.

X "Town Records" and Memoranda Booklets, 1579-83, 1584-89.

APPENDIX: V.

THE PARISH OFFICERS OF MELTON MOWBRAY IN THE SIXTEENTH CENTURY.

Church-Wardens.

1546-47	Nicholas Colyshawe, John Rouse.
1547-49	Nicholas Colyshawe, William Lane.
1549-54	Robert Odham, John Fishpoole.
1557-58	Hew Lacie, Dennis Shepherd.
1558-61	Robert Holingsworth, James Lovet.
1561-62	Thomas Mey, William Bryan.
1565-66	Stephen Shaw, Christopher (Shyers).
1567-68	Hew Spencer, William Polley.
1568-69	Blaze Toller, John Knolles.
1571-72	Thomas Hudson, Thomas Wormell. <sup>(1)</sup>
1576-77	William Downes, Bartilemew May.
1577-78	John Sadler, Thomas Spencer.
1578-79	James Lovet, Michael Bentley.
1579-86	William Clement. <sup>(?)</sup>
1587-88	William Trigge, Thomas Hudson.
1589-90	William Trigge, Ambrose Lane.
1590-94	Ambrose Lane, Abraham Shelton.
1594-95	Hew Elwood, Nicholas Wollandes.

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(1) Robert More was elected Church-Warden when the account for 1570-71 was audited, but Wormell is named as Church-Warden in the account for 1571-72.

1595-97 Thomas Spencer, Thomas Owndell.  
1597-98 Jeffrey Tallis, Thomas Blythe.  
1598-99 William Lacy, Mathew Lacy.  
1599-1600 Nicholas Withers, Thomas Brigges.

Constables.

1572 John Lacye, Bertylmewe Grene. <sup>(1)</sup>  
1579 Nicholas Brown, William Downes. <sup>(x)</sup>  
1582 George Dente, William Odham. <sup>(2)</sup>  
1584-86 Hewgh Elwood. <sup>+</sup>  
1587-88 Mathewe Lacy, John Knowles. <sup>+</sup>  
1588-89 James Levitt, Richard Grene. <sup>(3)</sup>  
1589-90 Thomas Spencer, Thomas Parr. <sup>x</sup>  
1590-91 Nicholas Woollandes, William Parker.  
1591-92 William Mabbes, Roger Measure.  
1592-93 Edward Wormewell, Thomas Oundell. <sup>+</sup>  
1593-94 Michael Bentley, William Woolley. <sup>+</sup>  
1594-95 Abraham Shelton, Henry Hudson. <sup>+</sup>

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(1) Appendix VII: Poor Relief Papers, No. 2.

(2) Memoranda Booklet 1579-83.

(3) Memoranda Booklet 1584-89.

(4) Appendix VII: Constables' Papers, Nos. 13-18.

x "Town Records".

+ T.W. acc.

1595-96 Robert Dodson, William Boswell.  
1597-98 Andrew Lacy, William Peate.<sup>+</sup>  
1598-99 William Boswell. (4)  
1600-01 Geoffrey Tallis, James Powley.<sup>+</sup>

Collectors for the Poor.

1565 John Dawlderbye, Albinde a Ley.  
1566-67 John Wylforthe, Nicholas Cutt.  
1567-68 John Dalderby, Thomas Flower.  
1569 William Trigge, John Davys.  
1570 Thomas Rydgewaye, Thomas Rychardson.  
1571 William Downes, Thomas Holyngworthe.  
1573-74 William Hyndeman, John Sadler.  
1589 Thomas Wormewell, Robert Shaw.<sup>x</sup>  
1590-91 Robert Shaw, Thomas Oundle.  
1595-96 Stephen Dawson, William Emerson.  
1596-97 William Yemerson, Thomas Brigges.

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(4) Appendix VII: Constables' Papers, Nos.13-18.

x "Town Records".

APPENDIX: VI.

RECORDS OF THE MELTON MOWBRAY TOWN ESTATE.

A complete catalogue of the Town Estate records until 1600, the chief series of records being carried through to the present day. Unless otherwise indicated these records are in the Leicestershire County Records Office.

Trust Deeds.

1. 30 November 1549.
  - a) Nicholas Cowlshaw, gent.
  - b) Thomas Postern.  
to
    - a) William Brookesby, gent.
    - b) William Lane, gent.
    - c) Seth Lacey, gent.
    - d) Clement Giles, gent.
    - e) Richard Trayford.
    - f) Robert Halley.
    - g) Robert Oldham.
    - h) John Fishpool.
    - i) John Rous.
    - j) William Carver.
    - k) William Adcock.
    - l) Thomas Pyne.
    - m) Thomas Hudson.
    - n) John Parker.

- o) John Hopkins.
- p) Stephen Shaw.
- q) Leonard Lacy.
- r) Hugh Lacy.
- s) John Downes.
- t) Alexander Bell.

A messuage and tenement, vulgarly called the Chapel House, otherwise known as the Spittal Chapel, and one close of land with its appurtenances, lately belonging to the Gild of the Blessed Mary in Melton Mowbray, and purchased from Christopher Draper, citizen and ironmonger of London, on 10 November 1549, is enfeoffed to the maintenance of a schoolmaster to instruct boys in Grammar in Melton Mowbray Within three months after the death of all but two of the feoffees, these are to enfeoff twenty other men under the same conditions. The property is to be held of the chief lords of the fee by customary rent and service.

This deed has not survived. Transcribed by Thomas North, "The Ancient Schools of Melton Mowbray", Trans. Leics. Arch. & Archaeol. Soc. Vol. III, 1869, pp.406-407.

2. 4 March 4 & 5 Philip and Mary (1558)<sup>(X)</sup>

- a) William Brokesby.
- b) William Lacie

to

- a) Richard Traford.

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(X) Trust Deeds so marked no longer exist but are referred to in an early seventeenth-century memorandum. (Legal Memorandum No.5); no details of their content are available.

- b) Thomas Postern.
- c) Christopher Whitehead.
- d) William Hawley.
- e) William Taverner.
- f) Robert Oldham.
- g) Nicholas Collyshawe.
- h) Dennis Shepherd.<sup>(1)</sup>

3. 21 February 3 Elizabeth (1561). (X)

- a) Richard Traford.

to

- a) Thomas Ives.
- b) William Bryan.
- c) Hugh Elwood.

4. 26 March 15 Elizabeth (1573).

- a) Christofer Whiteheid, gent.
- b) Richard Trafforde, gent.
- c) H(ugh) (L)acy, yeoman.

to

- a) Robert Odham, yeoman.
- b) Michell Bentley, yeoman.
- c) Dionys Shepperd, yeoman.

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(1) Legal memoranda No. 5 names only William Brokesby, William Lacie "and others", but all the feoffees are named in The Rejoinder, Chancery Suit Papers.

(d) William Trigg, yeoman.

On 25 March 1573 a feoffment was made between these same parties of certain parcels of land in Melton Mowbray called the Spinneys with one meadow adjoining them. The purpose of this deed of 26 March is "the playn declaracion & setting forth off the very true intent & mayning off the making of the said deed & execution of the same" by the feoffees. The Upper, Open and Inner Spinneys with the Axuldowne and Mylne Holmes are to continue for ever as free pasture for all the inhabitants of Melton Mowbray, and the woods, underwoods, thorns, "gosses" and willows growing on them are, with the consent of ten or twelve inhabitants of the best estimation, to be periodically cut down and sold or otherwise employed, to the general use. The inhabitants are rated at three "kye" to a yardland and two "kye" and a follower to a cottage, provided they own or hire them, "without that any man shall let pasture to another". On the failure of the Spinneys, when the town herd comes onto the common fields, the inhabitants can rate the Spinneys with horse, sheep and other cattle as they have been accustomed.

The Town-Wardens have full authority to represent the feoffees in any legal action arising from trespass or other offences, and, with the consent of ten or twelve inhabitants, can lease any parcel of the Spinneys and employ the profits to the general use. Any controversy must be expediently settled by ten or twelve inhabitants

who can also name new feoffees, in which event the surviving feoffees, within a quarter of a year, must make a new feoffment, at the cost of the inhabitants, reiterating the terms stated above that the same might have continuance for ever.

14 $\frac{1}{2}$ " x 21 $\frac{1}{2}$ " Parchment. English. Indented. Four seals missing.

Repaired.

5. 24 December 29 Elizabeth (1586)<sup>X</sup>.

- a) Thomas Ives.
- b) William Bryan.
- c) Hugh Elwood.

to

- a) Robert Odham.
- b) Michael Bentley.

6. 4 April 29 Elizabeth (1587)<sup>X</sup>

- a) Robert Odham.
- b) Michael Bentley.

to

- a) William Trigg.
- b) Henry Gulson.
- c) Mathewe Lacy.

7. 14 January 42 Elizabeth (1600).

- a) William Trigge, yeoman.
- b) Mathewe Lacye, gent.

to

- a) Roger Chantler, M.A.

- b) Henrie Lacye, gent.
- c) George Bury, gent.
- d) Roberte Trigge.
- e) Edward Wormell.
- f) William Parker.
- g) William Mabbes.
- h) Thomas Owndell.

Reference is made to a feoffment of the town lands and properties of Melton Mowbray, on the same date and between the same parties. Particulars of lands, properties, tenants and sites are reiterated in this second deed, the purpose of which is to make a "pleyne declaracon & settinge forth of the very true intent & meaninge of the Employment of all & every the premisses & makinge of the said deed of feofment & executinge of the same to the said persons therein nominated & menconed".

The terms of the trust with regard to the Spinneys are identical to those stated in 1573 with the addition that no inhabitant is to let cattle pasture to any other man for money or other commodity unless they have land let to them at the fixed rate. The Orgar Leys are to be used along with the Spinneys as free pasture for all the inhabitants. The town herd is to graze the Spinneys for two consecutive years; the first year when the Northfield is set with white corn, and the second year when it is sown with peas and beans. In the third year the herd is to graze the fallow Northfield and the Orgar Leys. The grazing lands are to be used in this order as

was customary before the making of this deed.

Authority for leasing the lands is stated as in 1573 but extended to cover the whole town lands and properties, with the additional provisos that the written consent of ten or twelve inhabitants of the best estimation must be obtained, and that the leases must be signed, sealed and delivered by the feoffees. For the legal position of the Town-Wardens, the settlement of controversies, and the making of a new feoffment, see the deed of 1573.

28" x 29". Parchment. English. Indented. Nine seals missing.

8. 5 December 6 Anne 1707.

27" x 32". 3m. Parchment. English. Indented. 2 seals.

9. 4 July 18 George II 1744.

22" x 35" 2m. Parchment. English. Indented. 3 seals.

10. 17 May 15 George III 1775.

28" x 36" 6m. Parchment. English. Indented. 3 seals.

11. 9 October 33 George III 1793.

16 $\frac{1}{2}$ " x 13". 15m. Paper. English. A certified copy - 22 October 1868.

12. 7 February 7 George IV 1826.<sup>+</sup>

22" x 28" 5m. Parchment. English. Indented. 14 seals.

13. 4 August 1847.<sup>+</sup>

By endorsement on m.4 of deed No. 12, above.

14. 31 January 1866.<sup>+</sup>

23" x 30" 4m. Parchment. Indented. 13 seals.

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+ Deeds so marked are conveyances of the Town Estate to new trustees which do not state the terms of the trust.

15. 31 March 1879.<sup>+</sup>

22" x 28" 5m. Parchment. English. Indented. 12 seals.

16. 25 March 1895.<sup>+</sup>

21" x 28" 4m. Parchment. English. Indented. 13 seals.

Deeds.

1. 16 October 23 Edward III (1349) Gift.

Isabella, daughter of Roger Dret (? or c ) of Coston to John Walker of Melton Mowbray.

Five acres and two half-rods of arable land and one acre of meadow with their apputenances in Melton Mowbray. To be held of the chief lord <sup>by</sup> the customary services. Clause of Warranty.

Witnesses:- John de Kyrkeby of Melton, Robert atte Priours of Melton, Roger Mariot of Melton, William de Norton of Melton, William de Ousty (?) of Melton and others.

5" x 10". Parchment. Latin. Seal missing. Repaired.

2. 10 September 8 Richard II (1384) Quitclaim.

Quitclaim with warranty by Johm, son of William, son of John of Sixtenby, to John Monk of Sixtenby and Joan his wife, of his right in four selions of arable land containing one acre a half rod in the west field of Sixtenby situated above Wedefordwong between the land of Sir Jacob Belers to the south and Sir Thomas Ordington to the north, which John and Joan Monk will have by the gift and feoffment of William and Alice, the father and mother of John, son of William, son of John of Sixtenby.

Witnesses:- Roger Waltham of Melton, William Asterby of Melton,

Thoms at Crosse of Melton, William Herdeby of Sixtenby, Nicholas son of Agnes, Thomas Bryd of Sixtenby and others.

4 $\frac{1}{2}$ " x 9". Parchment. Latin. One seal missing. Torn.

3. 14 September 8 Richard II (1384) Gift.

William, son of John of Sixtenby and Alice, his wife, to John Monk of Sixtenby and Joan, his wife.

The property is that described above, No. 2. To be held of the chief lord by the customary services. Clause of warranty.

Witnesses:- as above No. 2.

4" x 9". Parchment. Latin. One seal missing. Repaired. Torn.

4. 2 - March 34 Henry VI (1456). Gift.

Richard Roskyn to John Osborne.

An orchard with its appurtenances in Melton Mowbray, between the tenement of John Bellers to the west and John Osborne to the east.

To be held of the chief lord by customary services.

Clause of warranty.

Witnesses:- John Goldsmith of Melton, John Lane of Melton, John Tales of Melton, Robert Spide of Melton, Robert Clay of Melton and others.

Endorsed: a charter made by Richard Roskyn and John Osborne of a close in Mylle Lane.

4" x 10 $\frac{1}{2}$ ". Parchment. Latin. One seal missing.

5. 1495. Lease.

John Harperely, yeoman, of Melton Mowbray, to William Benson, draper, of Melton Mowbray and his wife.

A "mys" (message) with its appurtenances in Bothe Rowe in Melton Mowbray, late (in the tenure) of John de Tallus.

A lease of three years beginning at the Nativity of St. John the Baptist next following, at an annual rent of 20 shillings.

Harperely to pay the chief rent to the lord and maintain and repair the property during the term of the tenure. If Harperely fails in the agreement John Aowd is to be informed. Benson is to have his tenure recorded by John Aowde and John Burton. If Harperely departs or Benson enters then Benson is to have the sum of money that he paid or else his bargain as so specified in a book written by John Aowde and John Burton.

Witnesses:- John Aowde of Melton and John Burton.

5 $\frac{1}{2}$ " x 11". Paper. English. Indented. One seal, incomplete.

6. 28 March & Henry VIII (1516) Quitclaim.

Quitclaim by Thomas and William Dansey to Robert Catche of their right in a tenement with its appurtenances in Melton Mowbray recently acquired by the gift and feoffment of William Claxton of Melton and Joan his wife.

4 $\frac{1}{2}$ " x 9 $\frac{1}{2}$ ". Parchment. Latin. No seal or list of witnesses - unexecuted.

7. 29 September 2 Edward VI (1548) Deed of confirmation and appointment of attorneys.

Granted by letters patent 6 August 1548, to William Gyes of Stroude, Middlesex, gent., and Michael Purefey of Wellysboro, Leicestershire, gent. for a certain sum of money, the Chappell House or Spyttell

Chappel and one close of land with their appurtenances, now in the tenure and occupation of Dennis Shepherd, in Melton Mowbray, late parcel of the possessions of the Gild of St. Mary, to be held of the King's manor of Heyther, Leicestershire. On 8 August 1548 Purefey granted full possession to William Gyes, who now acknowledges the payment of a certain sum of money for the same property from Christopher Draper, citizen and ironmonger of London, and appoints Clement Giles and William Trigg of Melton Mowbray to be his lawful attorneys and deliver the property to Draper or his attorney. 13 $\frac{1}{2}$ " x 20". Parchment. Latin. One seal missing. Repaired.

8. July 3 Elizabeth (1561) Conveyance.

John Ellyt of Cosbye, Leicestershire, shepherd, to Thomas Tompson of Kirby Bellers.

A cottage or tenement with its gardens, woods, underwoods, common and arable land and other appurtenances, in Kirby Bellers, which John Ellyt had from Alice Walker of Kirby Bellers on 15 March ( - primo) Elizabeth. To be held of the chief lord by customary services. Clause of warranty. Clause of appointment of attorney - Jacob Calverte and William Corbye, yeomen.

8 $\frac{1}{2}$ " x 14". Parchment. Latin. Repaired, torn and incomplete.

9. 3 November 6 Elizabeth (1564). Conveyance - two draft copies.

For the sum of £100 Richard Robson of Charterhouse, London, gent., releases his title to the lands, meadows and pastures with their appurtenances called the Spinnies, in Melton Mowbray, parcels of the

possessions of the late monastery of Lewes, Sussex, afterwards the property of Thomas, Lord Cromwell, late Earl of Essex, attainted of high treason, and granted by Elizabeth to Richard Robson by letters patent 21 July 6 Elizabeth. The lands to be released of all encumbrances save the rents and services due to the chief lord or lords. All formalities to be dealt with by 3 November 1565 provided that Robson and his executors are not compelled to move 9 miles from their place of residence.

There are some differences between the two draft copies in the names of the persons to whom the Spinnies are conveyed.

- a. a) Christopher Whitehead, gent., of Melton Mowbray.
- b) Richard Traforde, gent., of Melton Mowbray.
- c) Hugh Lacy, yeoman, of Melton Mowbray.
- d) Kenelm Digby of Stokedrye, Rutland.
- e) William Skeffington of Skeffington, Leicestershire.
- f) Christopher Draper, Alderman of London.
- g) William Warren of Thorpe.
- h) William Digbye of Welby.
- i) Richard Borell of Erborowe.
- j) William Hartoppe of Burton Lazars.
- k) William Lane, gent., of Melton Mowbray.
- l) Clement Giles, gent., of Melton Mowbray.
- m) Walter Sheppard, gent., of Melton Mowbray.

15" x 12" 10m. Paper with "gauntlet" watermark. English and Latin.

- b. a) Christopher Draper, Citizen and Ironmonger of London.
- b) William Warren of Thorpe, Leicestershire, gent.
- c) William Digby of Owelby, Leicestershire, gent.
- d) Richard Borell of Erborowe, gent.
- e) Christopher Whitehead of Melton Mowbray, gent.
- f) Richard Trafford of Melton Mowbray, gent.
- g) Mathew Brokesby of Melton Mowbray, gent.
- h) William Lane of Melton Mowbray, gent.
- i) Clement Gyles, of Melton Mowbray, gent.
- j) Walter Shephard of Melton Mowbray, gent.
- k) William Lacy.
- l) William Carver.
- m) Robert Odam.
- n) Hugh Lacye.
- o) Dennis Shepherd.
- p) Jacob Benett.
- q) John Wythers.
- r) William Waltham.
- s) John Lacie.
- t) Hugh Elwood.
- u) William Trigge.
- v) Christopher Shyers.
- w) Bartholomewe Greene.

10. 10 January 24 Elizabeth (1582) Bond.

Henry Shipwarde of Melton Mowbray, gent., bound in £40 to William Trigge of Melton Mowbray, husbandman, for the secure possession of a piece of ground in Melton called a "Gardeynstead" and a bakehouse and a small stable with their appurtenances as specified in a deed between the same parties of the same date.

8 $\frac{1}{2}$ " x 16 $\frac{1}{2}$ " Paper. Latin and English. Repaired, torn and incomplete.

11. 13 January 24 Elizabeth (1582) Quitclaim.

Quitclaim with clause of warranty by Henry Shipward, gent., of Melton to William Trigg, husbandman of Melton, of all his right in the properties described above, No. 10, which were situated between the land of Thomas Trafford, gent. to the east, in length 70 feet, and the land of Thomas Brokesby to the south and north, in width 46 feet, and towards the west 66 feet, that his father Walter Shipward lately acquired.

Witnesses:- Brian S- , Roger Chantler, Hewgh Browne, Robert Hudson, (and others where the deed is torn).

5 $\frac{1}{2}$ " x 14". Parchment. Latin. One seal incomplete. Torn and repaired.

12. 14 April 25 Elizabeth (1583) Bond.

Thomas Trafford, son of Richard Trafford, gent., of Melton Mowbray, bound in £60 to William Trigg of Melton Mowbray, husbandman, for the secure possession of a piece of ground in Melton Mowbray, adjoining the capital messuage of Thomas Trafford, sold to William Trigg by a deed of the same date.

Witnesses:- Thomas Chauncey als Giles, Michael Bentley, Henry Gulson, Ambrose Lane.

7 $\frac{1}{2}$ " x 16". Parchment. English and Latin. Seal missing. Repaired.

13. 18 April 29 Elizabeth (1587) Town Estate Lease.

William Trigge, Mathewe Lacye, and Henry Gulson to Roger Chantler, schoolmaster.

One messuage or dwelling house with all barns, stables, kiln, garden and croft-yard or backside adjoining, with two yard and one oxgang of land, meadow and pasture, and "pasturaidge & feeding & common of pasture of & for all kynde of cattell vnto the same belonging", late in the tenure of John Spencer. A three year lease beginning on the above date, an annual rent of £3 to be paid in equal portions at the feast of St. Michael the Archangel and the Annunciation of the Virgin Mary. If the rent is in arrears by forty days after either feast day, Trigge, Lacy and Gulson are to take lawful possession. Witnesses:- William Lacy, Michael Bentley, Ambrose Lane, Anthony Whytle. 12" x 8 $\frac{1}{2}$ ". Paper. English. Three signatures and three seals.

14. 3 October 29 Elizabeth (1587) Bond.

William Shawcrosse of Melton Mowbray, Geoffrey Tollis of Melton Mowbray and John Alte, husbandman, of Waltham-on-the-Wolde, bound in £5 to William Lacy, gent., Thomas Gyles, gent., Ambrose Lane and Henry Gulson of Melton Mowbray. If Shawcrosse paid yearly to the Town-Wardens for the time being to the use of the township of Melton Mowbray, the rent of one cottage and its appurtenances situated in Spittelgate, Melton Mowbray, and repaired the cottage yearly during his occupation the bond was to be void and of no effect, otherwise it was to stand and abide in power, strength, and virtue. 12" x 8". Paper. Latin and English. Fragile, torn and incomplete.

15. 10 May 30 Elizabeth (1588) Lease.

William Lacye, gent., of Melton Mowbray and John Lacye, his eldest son and heir, to Abraham Shelton, yeoman of Melton Mowbray.

One cottage with its apputenances, together with all the houses, buildings, barns, stables, gardens, backside, and appurtenances now in the tenure of Abraham Shelton. Also common pasture, feeding and other emoluments and advantages belonging to the cottage, lying in the fields of Melton Mowbray. A fine of £7.10s. to be paid before the sealing and delivery of the lease: annual rent 26s. 8d. to be paid in equal portions at Michaelmas and the Annunciation. The lease to be for eleven years beginning at the feast of St. Michael the Archangel next ensuing this date, Shelton to keep the cottage in repair. If Shelton dies within the term of eleven years, the lease to be extended to his wife provided she does not marry within the term of eleven years without first obtaining the written consent of the Lacyes. Shelton is not to sell the lease within the term of eleven years except to the Lacys and for the sum of £7.10s. If Shelton dies before the lease expires he can lawfully grant the remainder to his wife or his children, provided they observe the conditions of this tenure. 12" x 15 $\frac{1}{2}$ ". Paper. English. No seals, indenture or signatures.

A copy.

16. 17 November 34 Elizabeth (1591) Conveyance.

Michael Bentley, Merchant of the Staple, of Melton Mowbray, and Christopher Bentley, his son and heir, to William Trigge, yeoman,

of Melton Mowbray.

Following an agreement made 10 November 1591 between the same parties. One messuage or tenement in Spittelgate, Melton Mowbray, with its buildings, stables, granaries, gardens, orchards, arable land, meadow, pasture, common and common pasture, woods, underwoods, pond, pathways, rents, receipts, and services and all other appurtenances in the town and fields of Melton Mowbray and in Sixtonbye alias Sisonbye, now in the tenure and occupation of the Bentleys, late in the tenure and occupation of Richard Mitton. The land, 27' x 17', in the upper part of the toft, called the yarde, was bought by Michael Bentley from Thomas Hudson, otherwise all the premises were obtained by Michael Bentley from Dennis Orme Scissor Merchant of London on 1 April 1584 and enrolled in Chancery before the Judge of the Queens Bench. Clause of warranty.

Witnesses:- William Lacye, Henry Gulson, Humphrey Trigg, Roger Kyddear, Henry Shipwarde, Mathewe Lacye, Edward Levit, Nathaneal Stringefellow, Henry Gulson, John Gulson, George Chantler, Anthony Bentley, William Tallis, Tom Spencer, Richard Oniare, Brian Stripper. 9 $\frac{1}{2}$ " x 19 $\frac{1}{2}$ ". Parchment. Latin. Seals missing.

17.25 March 38 Elizabeth (1596) Bond.

William Kem of Melton Mowbray, carpenter, bound in £5 to Thomas Spencer of Melton Mowbray, husbandman, and Thomas Owndell of Melton Mowbray, sadler, Church-Wardens of Melton Mowbray and their successors. If Kem pay to the Church-Wardens the sum of 50s.8d. on 25 March next coming at the communion table of the parish church the obligation to

be void and of no effect, otherwise to be in full power and virtue.

Witnesses: John Esturties, Jack Jackson.

11" x 7". Paper with "unicorn" watermark. Latin and English.

18. 12 September 38 Elizabeth (1596) Bond.

Edward Pate of Eye Kettleby, Leicestershire, gent., bound in £80 to Mathewe Lacye of Melton Mowbray, gent., and William Trigge of Melton Mowbray, yeoman, for the performance of all and singular grants, articles, and agreements expressed in an indenture made between the same parties, bearing the same date.

Signed and sealed by E. Pate in the presence of:- William Alkynn, Roger Chantler, John Withers, James Levitt, Jefferie Tillers, John Thurborne, John Roche.

Inscribed on the back of the document in a later hand: Bond for £80 on account of the Orgar Leys, agreeable to the Town-Wardens' account for that year.

5" x 9 $\frac{1}{2}$ " Parchment. English and Latin. Seal incomplete.

Letters Patent.

a. 21 July 6 Elizabeth (1564).

A grant made to Richard Robson of London, gent., for the sum of £1073. Os.1 $\frac{1}{2}$ d. of various lands and properties (enumerated) including all those lands, meadows, and pastures with their appurtenances called the Spinneys, in Melton Mowbray, being parcels of the possessions of the late monastery of Lewes, Sussex, and afterwards parcel of the possessions of Thomas, Lord Cromwell, late Earl of Essex, attainted of high treason.

A clear annual rent of 66s. 8d.

At Westminster: 21 July.

16" x 13". 10m. Latin. A certified modern copy - probably this century - taken from the third part of the Patent Rolls of 6 Elizabeth.

b. A certified contemporary copy of that part of the grant (above) relating to the Spinnies. \*

13" x 11". 3m. Paper with "urn" watermark. Latin. Incomplete.

Town-Wardens' Accounts.

1. 24 September 1556 - 24 September 1557.

Town-Wardens: a) Richard Trayford.

b) Thomas Posturn.

Charge: £23.8s.8d.

Discharge: £19.10s.

Surplus: £3.18s.8d.

Audited: 19 September 1557.

Approx. 12" x 4". 14 pages. Paper with "gauntlet" watermark. English.

2. From 19 September 1557.

Town-Wardens: a) Richard Trayford.

b) Thomas Posturn.

Charge: £18.9s.2d.

Discharge: £13.17s.10d.

Surplus: £4.11s.4d.

Audited: 18 December 1558.

16 pages - as above.

3. 15 January 1 Elizabeth (1559) - 1 January (1560).

Town-Wardens: a) Richard Trafford.

b) Robert Odham.

Charge: £16.7s.10d.

12 pages - as above. Incomplete. Repaired.

4. Michaelmas 1560 - Michaelmas 1561.

Town-Wardens: a) Robert Odam.

b) Dennis Shepard.

Charge: £32.1s.10 $\frac{1}{2}$ d.

Discharge: £19.9s.1d.

Surplus: £12.12s.9 $\frac{1}{2}$ d.

Audited: 8 February 1562.

8 $\frac{1}{2}$ " x 6". 16 pages. Paper with "gauntlet" watermark. English.

5. Michaelmas 1561 - Michaelmas 1562.

Town-Wardens: a) Robert Odam.

b) Dennis Shepherd.

Charge: £36.18s.6 $\frac{1}{2}$ d.

Discharge: £31.2d.2d.

Surplus: £5.15s.4 $\frac{1}{2}$ d.

Audited: 14 March 1563.

20 pages - as above.

6. Michaelmas 1562 - Michaelmas 1563.

Town-Wardens: a) Robert Odam.

b) Dennis Shepard.

Charge: £32.17s.0 $\frac{1}{2}$ d.

Discharge: £28.5s.6d.

Surplus: £4.11s.6½d.

Audited: 9 April 1564.

16 pages - as above.

7. Michaelmas 1565 - Michaelmas 1566.

Town-Wardens: a) Robert Odham.

b) Hugh Lacye.

Charge: £33.2s.9d.

Discharge: £33.4s.1d.

Deficit: 1s.4d.

Audited: 1 June 1567.

24 pages - as above.

8. Michaelmas 1566 - Michaelmas 1567.

Town-Wardens: a) Robert Odam.

b) Hugh Lacy.

Charge: £35.0s.5d.

Discharge: £34.15s.8d.

Deficit: 4s.9d.

Audited: 2 February 1568.

20 pages - as above.

9. (1570-1572).

Charge: £38.12s.5d.

Discharge: £38.15s.5d.

Deficit: 3s.0d.

Audited: 14 December 1572.

Approx. 12" x 8". 14 pages. Paper with "urn" watermark. English.

Incomplete.

10. From January 1576.

Town-Wardens: a) John Lacy.

b) William Tryg.

Audited: 12 January 1577.

8 pages - as above. Torn.

11. \*For two years from the Annunciation 1582\*.

(Annunciation 1582 - Michaelmas 1589).

Town-Wardens: a) Ambrose Lane.

b) Henrie Gulson.

Charge: £199.14s.5d.

Discharge: £188.12s.1d.

Surplus: £11.2s.4d.

Audited: 5 October 1589.

42 pages - as above.

12. Michaelmas 1589 - Michaelmas 1590.

Town-Wardens: a) Henry Gulson.

b) Henry Shipward.

Charge: £39.18s.2d.

Discharge: £40.1s.6d.

Deficit: 3s.4d.

Audited: 4 October 1590.

12 pages - as above.

13. "For five half years" Michaelmas 1590 - Michaelmas 1592.

Town-Wardens: a) Henry Shipward.

b) Hugh Elwood.

Charge: £61.6s.4d.

Discharge: £60.5s.6d.

Surplus: £1.0s.10d.

Audited: 15 March 1593.

14 pages - as above.

14. Michaelmas 1592 - Michaelmas 1594.

Town-Wardens: a) William Trigg.

b) Thomas Blythe.

Charge: £51.13s.1d.

Discharge: £49.13s.

Surplus: £2.0s.1d.

16 pages - as above.

15. Annunciation 1595 - Annunciation 1596.

Town-Wardens: a) William Trigge.

b) Mathew Lacy.

Charge: £44.3s.

Discharge: £42.10s.8d.

Surplus: £1.12s.4d.

Audited: 28 March 1596.

12 pages - as above.

16. From Annunciation 1596.

Town-Wardens: a) William Alkin.

b) William Mabbes.

Charge: £29.4s.4d.

Discharge: £26.7s.3d.

Surplus: £2.7s.1d.

Audited: 10 April 1597.

12 pages - as above.

17. "1597" (from 10 April 1597).

Town-Wardens: a) William Alkynn.

b) Thomas Oundell.

Charge: £35.4s.7d.

Discharge: £28.14s.11d.

Surplus: £6.9s.8d.

Audited: 2 April 1598.

4 pages - as above. Ruled for accounts.

18. (From 2 April 1598).

Charge: £35.9s.

Discharge: £33.3s.4d.

Surplus: £2.5s.8d.

Audited: 11 April 1599.

4 pages - as above (not ruled for accounts). Fragment.

19. "1599" (from 11 April).

Town-Wardens: a) Wylliam Alkynn.

b) Edwarde Homes.

Charge: £30.10s.4d.

Discharge: £26.19s.9d.

Surplus: £3.10s.7d.

12" x 8". 8 pages. Paper with "clover" watermark. Ruled for accounts.

English.

20. "1600" (from 1 May 1600).

Town-Wardens: a) William Alkynn.

b) Edward Homes.

Charge: £32.13s.1d.

Discharge: £28.14s.3d.

Surplus: £3.18s.10d.

Audited: 16 May 1602.

4 pages - as above No. 18.

21. 1602 - Lady Day 1606.

16" x 6". 6 pages. Paper with "urn" watermark. English.

22. Michaelmas 1606 - Michaelmas 1608.

12" x 8". 5 pages. Paper with "urn" watermark. English.

23. Lady Day 1609 - September 1611.

8" x 6 $\frac{1}{2}$ ". 13 pages. Paper with "H" watermark. English.

24. 1610 (Book of Fines).

8 $\frac{1}{2}$ " x 6 $\frac{1}{2}$ ". 4 pages. Paper with "H" watermark. English.

25. 1610. (Book of fines and interest money?).

16" x 6". A single folded sheet of paper with "urn" watermark.

English.

26. 1612 - 1614.

12 $\frac{1}{2}$ " x 8". 5 pages. Paper with "urn" watermark. English.

27. 1616 - 1618.

12 $\frac{1}{2}$ " x 8". 6 pages. Paper with "urn" watermark. English.

28. 1629.

12" x 7 $\frac{1}{2}$ ". A single folded sheet of paper with "urn" watermark.

English. Fragment.

29. September 1630 - September 1631.

13" x 8". 4 pages. Paper with "H" watermark. English.

30. September 1634 - September 1635.

8" x 6". 8 pages. Paper with "urn" watermark. English.

31. Undated (1634?).

12 $\frac{1}{2}$ " x 8". 11 pages. Paper. English. Fragment. Repaired.

32. Lady Day 1783 - February 1834.

15" x 9 $\frac{1}{2}$ " x 1 $\frac{1}{2}$ ". 176 pages. Paper with "S & C" and "Shield-Fleure de lys" watermarks. Bound in brown suede, inscribed on front cover "Melton Mowbray Town Accounts .... of Lady Day 1784".

33. Lady Day 1834 - June 1889.

14 $\frac{1}{2}$ " x 9 $\frac{1}{2}$ " x 2". 234 pages. Paper with "Shield-Fleure de lys" and "T. Edmonds 1834" watermark. Bound in brown suede, inscribed on red leather on front cover, "Melton Mowbray Town Estate Account Book".

34. 1 June 1898 - 31 May 1964.

Annual accounts in printed booklet form. Size varies between 8 $\frac{1}{2}$ " x 5 $\frac{1}{4}$ " and 9" x 5 $\frac{1}{2}$ ". Average number of pages - 4. A complete series save for the years 1937, 1939, 1942, 1954.

Town Accounts: 1564-1571.

1. Christopher Whitehead: an abstract of two accounts:-

a. 1565 (1564) - 2 November 1567.

From a "Book of Fines" for the town lands.

b. 1565 (1564) - 30 June 1569.

i) The purchase of the Spinneys.

ii) The Exchequer suit.

Charge: £146.9s.

Discharge: £148.3s.9d.

Deficit due to Whitehead: £1.14s.9d.

Audited: as final dates above.

12" x 8 $\frac{1}{2}$ ". 10 pages. Paper with "urn" watermark. English.

2. Richard Trafford and Hugh Lacy:-

a. 1565 (1564-1565).

The Purchase of the Spinneys.

Charge: £174.12s.3d.

Discharge: £183.11s.7d.

Deficit due to Trafford: £8.19s.4d.

Audited: 12 June 1565.

12" x 8". 16 pages. Paper with "gauntlet" watermark. English.

b. 1 May 1566 - 8 February 1571.

For the "sutes and affayres" of Melton Mowbray.

i) Spinneys.

ii) Exchequer suit.

Charge: £79.8s.

Discharge: £97.8s.2d.

Deficit due to Trafford: £18.0s.2d.

12" x 8". 12 pages. Paper with "urn" watermark. English.

3. William Trigge:-

\*1576\* (January 1577-1579).

Chancery suit.

12" x 8". 8 pages. Paper with "urn" watermark. English. Torn and

Incomplete.

Spinney-Wardens' Accounts.

1. 1556 (1555-56).

Spinney-Wardens: a) Thomas Pyne.

b) Christopher Shyers.

Charge: £8.9s.4d.

Discharge: £6.10s.2d.

Surplus: £1.19s.2d.

Audited: 26 April (1556).

13" x 8½". 10 pages - 5 unused. Paper with "gauntlet" watermark.

English.

2. 1556 - Lady Day 1557.<sup>+</sup>

Spinney-Wardens: a) Robert Odam.

b) Hewgh Spencer.

Charge: £10.12s.2d.

Discharge: £9.14s.5d.

Surplus: 17s.9d.

Audited: 20 April 1557.

8½" x 6". 5 pages. Paper with "gauntlet" watermark. English.

3. 1557 - Lady Day 1558.<sup>+</sup>

Spinney-Wardens: a) Robert Odam.

b) Hewe Spencer.

Charge: £6.10s.2d.

Discharge: £6.7s.6d.

Surplus: 14s.4d.

Audited: 11 April (1558).

5 pages - as above.

4. 1558 (1558-1559).

Spinney-Wardens: a) Robert Craycham.

b) Thomas Mey.

Charge: £7.6s.3d.

Discharge: £5.6s.4d.

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<sup>+</sup> In the parish chest at Melton Mowbray.

Surplus: £1.19s.11d.

Audited: 11 April 1599.

17" x 6". 10 pages. Paper with "gauntlet" watermark. English.

5. 1559 - 26 April 1560.

Spinney-Wardens: a) Thomas Mey.

b) Robert Halley.

Charge: £9.15s.5d.

Discharge: £6.15s.2d.

Surplus: £3.0s.3d.

Audited: 19 April (1560).

6 pages - as above.

6. 1 May 1561 - (1562).

Spinney-Wardens: a) Hew Lacy.

b) Thomas Fyshpool.

Charge: £10.6s.10d.

Discharge: £8.0s.9d.

Surplus: £2.6s.1d.

Audited: 10 May 1562.

12 $\frac{1}{2}$ " x 8 $\frac{1}{2}$ ". 16 pages. Paper with "gauntlet" watermark. English.

7. 1565 (1564-1565?).

A fragment of an account:-

i) Spinney rents.

ii) Arrears of Spinney rents.

iii) Sale of church vestments.

c. 8 $\frac{1}{2}$ " x 5 $\frac{1}{2}$ ". 4 pages. Paper. English.

8. 1565 (1565-1566).

Spinney-Wardens: a) Walter Shipwarde.

b) William Lane.

c) Mr. Brokesbie.

d) William Lacye.

e) William Waltham.

f) Thomas Meye.

And their assistants:-

a) Mr. Whytehead.

b) Mr. Trafford.

c) Robert Odham.

Charge: £71.13s.0d.

Discharge: £70.9s.8d.

Surplus: £1.3s.4d.

13" x 8 $\frac{1}{2}$ ". 12 pages. Paper with "urn" watermark. English. Incomplete - middle pages missing.

"Lord of Melton" Accounts.

1. 1556 (1556-1557).

Thomas Posturn.

Charge: £12.9s.11d.

Discharge: £12.5s.2d.

Surplus: 4s.9d.

Audited: 7 March 1557.

12" x 4". 8 pages. Paper with "gauntlet" watermark. English.

2. 22 May 1559.

Christopher Whitehead.

Charge: £2.12s.0½d.

Discharge: £3.16s.10d.

Deficit: £1.4s.9½d.

Audited: 8 February 1562.

12" x 4". A single folded sheet of paper. English.

3. Whitsunday 1563.

Robert Odam jr. (the "Lord of Melton").

Charge: £5.10s.11d.

Discharge: £5.10s.

Surplus: 11d.

12" x 8". A single folded sheet of paper. English.

Receipts.

a. 26 May 7 Elizabeth (1565).

Received by John Draper of Melton Mowbray from the whole of the inhabitants of the town, the sum of £40. being the last payment towards the sum of £100 due to him for relinquishing his lease of the Spinneys, late in the tenure and holding of all the inhabitants. An agreement to which effect was made between him and Walter Shepherd, Bailiff of the town, and other inhabitants, on 30 September 1564.

8½" x 9½". Paper. English. I seal. Endorsed.

b. 1. 12 October 1552.

Received by Hewgh Gilbert of Silbie, from William Bruxbie, Richard Trafford and William Adcocke of Melton Mowbray, the sum of 6s.8d. for the chief rent out of the town of Melton for the half year ending at Michaelmas, late due to the Isle of Axholme, now due to Richard Crymes, gent. of London.

2. 24 April 1554.  
6s.8d. due Annunciation.
3. 29 September 1554.  
6s.8d. due Michaelmas.
4. 20 October 1559.  
Received by William Gilbert. 13s.4d. due Michaelmas.
5. 13 October 1561.  
13s.4d. due Michaelmas. Also a letter about arrears.
6. 16 October 1562.  
13s.4d. due Michaelmas.
7. 6 October 1565.  
6s.8d. due Annunciation.
8. 6 October 1574.  
13s.4d. due Michaelmas.
9. 28 March 1575.  
6s.8d. due Annunciation.
10. 2 October 1575.  
6s.8d. due Michaelmas.
11. 15 April 1582.  
6s.8d. due Lady Day.
12. 18 November 1582.  
6s.8d. due Michaelmas.
13. 4 April 1584.  
6s.8d. due Lady Day.
14. 30 March 1585.  
6s.8d. due Lady Day.

15. 3 April 1587.

13s.4d. Also a letter.

16. 23 May 1588.

6s.8d. due Lady Day.

17. 14 April 1589.

6s.8d. due Lady Day. Also a letter.

18. 10 May 1593.

6s.8d. due Lady Day.

19. 13 October 1593.

6s.8d. due Michaelmas.

20. 21 October 1594.

6s.8d. due Michaelmas.

21. 6 October 1598.

Received by T. Gilbert. 6s.8d. due Michaelmas.

Minute Books.

1. "Town Records 1575" (23 March 1573 - 18 August 1794).

Bound in brown leather with the title inscribed on red leather on its spine, 355 pages, approx.  $11\frac{1}{2}$ " x  $8\frac{1}{2}$ ", and 2" thick, the pages for the most part un-numbered. Written up for 438 pages at the beginning and 32 at the end, leaving approx. a third blank. Paper:

- a) white, with "urn" watermark, typical of sixteenth century documents,
- b) pale blue with watermarks i) J. Holyoake ii) "Britania" emblem.

Probably the original book was sixteenth century and was later enlarged with the blue paper and rebound. This is supported by the existence of two sets of endpapers, the original set being of parchment and probably made out of a psalter or prayer book, the later

set being made of the blue paper referred to above. Some indication of the date of rebinding is given by the existence, bound between the end papers, of a field plan dated 1730.

2. "Melton Mowbray Town Estate Order Book" (3 November 1794 - 10 June 1918). Bound in dark yellow suede with inscriptions on red leather on its spine and front cover. Approx. 15" x 9 $\frac{1}{2}$ " and 3" wide, containing 750 numbered and written pages. White paper with three watermarks: i) A "shield" emblem, ii) L.V.G. iii) Polten Air-Dried Vellum.

Memoranda Booklets.

1. 1579-1583.
  - a. 1565 The stint in the Spinnies (taken from a book of Mr. William Lacy on 25 April 1579).
  - b. 1573, 1578, 1579, assessments according to the stint in the Spinnies.
  - c. 1583, Assessment for Provision.
  - d. 1579, Spinney Orders.
  - e. 1582, a benevolence granted by the inhabitants towards the repair of the church, bridges and highways.
  - f. 1582, Assessment for Subsidy.
  - g. The manner of casting the plough land bills the Wednesday in Easter week.  
11 $\frac{1}{2}$ " x 8 $\frac{1}{2}$ ". 10 pages. Paper. English.
2. 1584 - 1589.

The entries duplicate those of the Minute Book except for the following:-

  - a. 1584, lease of Abbott's Leyes.
  - b. 1586, appointment of persons to set down the Spinney Orders.
  - c. 1589, lease of William Trigge's house.

- d. 1587, Town Rental.
  - e. 1588, lease of Prior's Close.
  - f. 1588, Arrears.
  - g. 1588, payment to the Queen's saltpeter maker.
  - h. 1585, a list of the inhabitants of Melton.
  - i. 1585, a terrier of Thomas Wormewell's lands.
  - j. 1589, a note of the town business.
  - k. 1589, Spinney Orders.
  - l. 1589 and 1599, assessment for a Fifteenth.
- 12" x 8". 20 pages. Paper with "urn" watermark. English.

3. 1594 - 1597.

A personal memorandum book containing notes (in latin) on syllogisms, and some personal accounts.

7 $\frac{1}{2}$ " x 5 $\frac{1}{2}$ ". 36 pages, mostly unused. Paper.

4. 1596 - 1607.

- a. Lord Berkeley's rights in Melton.
- b. Covenants with William Morrison.
- c. Arrears of rent.
- d. Master of the Grammar School.

12" x 8". 12 pages, pinned together. Paper. English.

Memoranda.

1. Undated (Edward IV).

An inventory of title deeds.

This document no longer exists. Transcribed by Thomas North, "The Church-Wardens Accounts of Melton Mowbray," Trans.Leics.Arch. & Archaeol. Soc. Vol.III, 1869, pp.180-182.

2. Undated (early sixteenth century).

a. The silver jewels of the church.

b. Note of a composition between the Vicar and the town.

c. Note of chest by Our Lady's alter containing evidences belonging to the church and gilds.

8" x 9". A single sheet of paper. English. Fragment.

3. Undated (sixteenth century).

An inventory of old title deeds.

12 $\frac{1}{2}$ " x 8". 2 $\frac{1}{2}$  pages. Paper with "gauntlet" watermark. English.

4. Undated (sixteenth century).

a. Abstracts of all such messuages and tenements contained in an old book called "the Register".

b. A dispute between the town and Seath Lacy.

8 $\frac{1}{2}$ " x 7 $\frac{1}{2}$ ". 4 pages. Paper. Latin and English. Fragment.

5. 1564.

An abstract of arrears due from the inhabitants for their stint in the Spinnies.

17" x 6". A single sheet of paper. English.

6. Undated.

A copy of the above.

13" x 8 $\frac{1}{2}$ ". A single sheet of paper with "urn" watermark. English.

7. 1565.

An assessment of the inhabitants according to their stint in the Spinnies.

13" x 8 $\frac{1}{2}$ ". 8 pages. Paper with "urn" watermark. English.

8. 1585 - 1589.

a. List of fines, 1585.

b. 4 August 1589: "Townes Debtes" and other notes.

8 $\frac{1}{2}$ " x 7 $\frac{1}{2}$ ". A single sheet of paper. English.

9. 28 April 1587.

A list of deeds received from Ambrose Lane.

12" x 8". A single sheet of paper with "urn" watermark. English.

10. 1589.

A note of apprenticeships in Melton.

12" x 8". A single sheet of paper. English. Fragment.

11. 27 January 1593.

Arrears of rents and fines.

12" x 8". A single sheet of paper. English. Fragment.

12. 1600.

A Rental of the Town Lands.

12" x 8". A single sheet of paper. English.

13. 21 December 1600.

Orders for the government of the Spinnies.

12" x 8 $\frac{1}{2}$ ". A single folded sheet of paper. English. Repaired.

Letters.

1. 19 November 1567.

Thomas Lucas to (Sir Walter Mildmay).

12 $\frac{1}{2}$ " x 9 $\frac{1}{2}$ ". A single sheet of paper with "urn" watermark. English.

A copy. Repaired.

2. 21 January 1577.

To the Barons of the Court of the Exchequer.

From:- a) George Hastings.

b) J. Stocks.

c) Francis Cave.

d) Thomas Cave.

e) Henry Pole.

A petition against a writ of fieri facias received by Thomas Skevington, High Sheriff of Leicestershire, demanding arrears of rent from certain inhabitants for tenements purported to be concealed lands. They are now in suit for these lands. In a previous suit the Court of the Barons ratified the verdict of a jury of twelve, taken by virtue of the Queen's Commission, that these were not concealed lands. An Exemplification under the seal of the same court, in the possession of the inhabitants, states that the profits of the properties are to be used towards the maintenance of a Grammar School, as they have long been used. There are now 120 scholars in the school who are in the charge of Roger Chantler, M.A. and William Kyddier, usher.

Dated from Melton Mowbray and written at the request of "our poor neighbours in the furtherance of their humble suit in so godly a cause".

12" x 8". 4 pages. Paper with "urn" watermark. English. A copy.

Commissions of Enquiry.

1. a. Hilary Term 8 Elizabeth (1566).

A commission issued by the Remembrancer of the Exchequer to:-

a) William Porter, gent.

b) George Sherrard, gent.

- c) Vincent Grantham, gent.
- d) William Skevington, gent.
- e) Maurice Berkeley, gent.
- f) Robert Breame, gent.
- g) Henry Medeham, gent.
- h) Thomas Lucas, gent.
- i) William Uvedale, gent.
- j) Frances Paynell, gent.

to enquire whether any lands, properties, rents and services in the counties of Lincoln, Nottingham, Derby and Leicester which should have been forfeited in the reigns of Henry VIII, Edward VI, Mary and Elizabeth by reason of 1) the acts for the dissolution of the monasteries and chantries, and 2) attainders for treason, felony and murder, have been concealed from the Crown.

Enquiry into the value and site of the property, and the circumstances of its concealment, to be made by sworn jury and any other ways and means by which the truth can be ascertained. At least two commissioners to undertake any enquiry, and on the date and place appointed by them the Sheriff of the county in question is to provide, from within his jurisdiction, a jury of sworn lawful men. The completed inquisition, under the seals of the commissioners and jurors, is to be presented to the Barons of the Exchequer at Westminster on the octave of St. Hilary.

Witnessed by Sir Edward Saunders<sup>(1)</sup> at Westminster, 3 July 8 Elizabeth.  
Et per barones, Ffanshawre.<sup>(2)</sup>

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(1) Chief Baron of the Exchequer, D.N.B.

(2) Thomas Fanshawe, Remembrancer of the Exchequer. D.N.B.

b. 10 August 8 Elizabeth (1566).

An Inquisition taken at Waltham-on-the-Wolds in the County of Leicester.

Commissioners: a) Thomas Lucas.

b) William Uvedale.

Jurors: a) John Whiting, gent.

b) Jeromy Baker, gent.

c) John Adcock.

d) Thomas Gulson.

e) William Carpendale.

f) William Thowde.

g) Bartholomew Mason.

h) Thomas Morrison.

i) Thomas Bull.

j) Robert Robinson.

k) John (----).

l) Robert Woxdale, yeoman.

Certain parcels of the possessions of the late Gilds of St. John and St. Mary in Melton Mowbray, valued at £5. 5s.8d. per annum, were concealed from the Crown at the time of 1 Edward VI c.14.

1. Messuages, tenements and cottages with their appurtenances now in the tenure and occupation of:-

a) Hugh Spencer.

b) John Austin.

c) Robert Odam.

d) John Freeman.

e) Agnes Trigge, widow.

- f) John Farley, sr.
- g) William Mason.
- h) John Stowte.
- i) William York.
- j) Jacob Slater.
- k) Robert Grace.
- l) John Gibson.
- m) Matilde Spencer, widow.
- n) Roger Jervis.
- o) Roger Barnes.
- p) Bartholomew Wormell.
- q) Robert Riddear.
- r) John Collington.
- s) John Crowe.
- t) William Crecole.

2. Land called St. John's Wonges:-

- a) William Lacy.
- b) Walter Shepherd.
- c) Hugh Spencer.
- d) Dennis Shepard.

Our Ladies Meadowe: Richard Trafford.

Sealed by commissioners and jurors.

Exemplificatio: per me Fanshawe.

13 $\frac{1}{2}$ " x 10 $\frac{1}{2}$ ". 10m - joined together with contemporary stitching.

Paper with "shield" watermark. Latin. Certified copies obtained at the same date.

2. a. Trinity Term 8 Elizabeth (1566).

A commission issued by the Queen's letters patent under the seal of the Exchequer, and by the consideration of the Treasurer and Barons of the Exchequer, to:-

- a) Francis Cave, gent.
- b) Brian Cave, gent.
- c) Maurice Berkeley, gent.
- d) William Digby, gent.
- e) Thomas Raven, gent.

described as surveyors of the Queen's domains in the county of Leicester.

The terms of the commission are identical to that of Hilary Term (above) except that the enquiry is restricted to the town and parish of Melton Mowbray. At least three of the commissioners to undertake the enquiry and the completed inquisition to be returned to the Barons at Westminster within 15 days of the feast of St. Michael.

Witnessed Sir Edward Saunders, 3 July 1566.

Et per Barones - Fanshawe.

b. 26 September 8 Elizabeth (1566).

An Inquisition taken at Melton Mowbray in the presence of the commissioners named above, with the exception of Thomas Raven.

Jurors:- a) Thomas Hartoppe.

- b) John Clement.
- c) William Green.
- d) John Smith.
- e) Robert Gamble.

f) Robert Shepardson.

g) John Neale.

h) Richard Spicke.

i) Thomas Byard.

j) Robert More.

k) Ranulph Foster.

l) Thomas Harte.

m) Thomas Bennet.

n) Robert Baresby.

There were no concealed lands in Melton Mowbray.

Sealed by commissioners and jurors.

Returned to the Exchequer 9 October 8 Elizabeth.

This exemplification was issued at the request of Hugh Lacy, yeoman,  
on 11 October 8 Elizabeth.

This document no longer exists. Transcribed (latin) by John Nichols,

The History and Antiquities of the County of Leicester, Vol.IV.

pp.885-887.

Chancery Suit Papers.

1. Undated.

The Answer.

Defendants: a) Richard Trafford.

b) William Lacye.

c) Robert Oldam.

d) William Trigge.

16 $\frac{1}{2}$ " x 12". 5m. Paper with "urn" watermark. English. A draft.

2. Undated.

The Replication.

Plaintiffs: a) John Marshe.

b) William Marshe.

16" x 12" 6m. Paper with "gauntlet" watermark. English. A copy.

3. Undated.

A fuller exposition of the case for the defence, therefore probably the Rejoinder.

16 $\frac{1}{2}$ " x 12 $\frac{1}{2}$ ". 6m. Paper with "urn" watermark. English. A draft copy - a collection of notes in different hands joined together with contemporary stitching.

4. 19 April 19 Elizabeth (1577).

Interrogatories and Depositions taken at Leicester before the Queen's Commissioners:-

a) Kenelme Digby.

b) George Villiers.

Witnesses for the Defence:-

a) William Waringe, gent., of Thorpe Arnold, 60 years.

b) William Lane of Melton Mowbray, 63 years.

c) Hugh Lacy of Melton Mowbray, 63 years.

d) William Hawley of Melton Mowbray, 57 years.

e) Michael Bentley of Melton Mowbray, Merchant of the Staple, 46 years.

f) John Wyeford of Great Dalby, 79 years.

Witnesses for the Plaintiffs:-

a) Christopher Whitehead of Denton, Lincolnshire, Merchant of the Staple, 69 years.

b) Henry Tollis of Melton Mowbray, 75 years.

c) Robert Hawle of Melton Mowbray, 60 years.

- d) Robert Parker of Muston, Lincolnshire, labourer, 60 years.
- e) Bartholomew Wormell of Melton Mowbray, Tallowchandler, 65 years.
- f) William Blythe of Melton Mowbray, shoemaker, 60 years.

A. Interrogatories (separate).

1. Defence.

15" x 12". 5 m. Paper with "grapes" watermark. English.

Certified copy.

2. Plaintiffs:

15" x 12". 6m. Paper with "grapes" watermark. English.

Certified copy.

B. Depositions (separate).

1. Defence.

a. 16" x 12" 3m. Paper with "grapes" watermark. English.

Defective certified copy.

b. 16" x 12". 12m. Paper with "fleure de lys" watermark.

English. Certified copy.

2. Plaintiffs.

a. 16" x 12". 14m. Paper with "urn" watermark. English.

Uncertified copy.

C. Interrogatories and Depositions (joined with original stitching)

1. Defence.

16" x 12". 22m. Paper with "gauntlet" watermark. English.

Uncertified copy - incomplete.

2. Plaintiffs.

16" x 12". 18m. Paper with "A", "P", and "Fleure de lys" watermarks. English. Certified copy.

Legal Memoranda.

1. Undated (second half of the sixteenth century).

"A Remembrance for Mr. Lewys", legal advice concerning pasture right on the Orgar Leys.

8 $\frac{1}{2}$ " x 8", A single sheet of paper. English.

2. Undated (second half of the sixteenth century).

Legal advice from Mr. Home concerning the trust deed.

12" x 8 $\frac{1}{2}$ ". 4 pages. Paper with "urn" watermark. English.

3. Undated (late sixteenth century).

Legal advice from Mr. Fermor concerning the trust deed.

12" x 8 $\frac{1}{2}$ ". 4 pages. Paper with "urn" watermark. English.

4. Undated (late sixteenth or early seventeenth century).

A badly-written, almost unreadable counsel's memorandum which may relate to the suit referred to below, No. 5. or which may be advice obtained to clarify the position of the feoffees in relation to leasing the town properties.

12" x 7 $\frac{1}{2}$ ". 4 pages. Paper. English. Torn and incomplete.

5. c. 1610 (all documents undated).

A law suit between Walter Wormwell and the Town-Wardens: "To prove that as well the odde land as the shoppe hath bene vsed and the profittes thereof taken to the vses of the repaier of the bridges, streetes, churche and schoole".

13 $\frac{1}{2}$ " x 11 $\frac{1}{2}$ ". 3m. Paper with "donkey" watermark. English.

Two copies pinned together.

APPENDIX: VII

MELTON MOWBRAY PARISH RECORDS; 1546-1600.

All these records are in the Leicestershire County Records Office for the Church-Wardens' accounts Nos.1-4, and 13, which are in the parish chest at Melton Mowbray.

Registers.

1. 1546-1641, Baptisms, Burials, Marriages (apparently incomplete for 1546, 1577-80).

Church-Wardens' Accounts.

1. 1547-49.
2. 1550-53.
3. 1553-54.
4. 1557-58.
5. 1558-61.
6. 1561-62.
7. 1565-66.
8. 1566-67.
9. 1567-68.
10. 1568-69.
11. 1570-71.
12. 1571-72.
13. 1573.
14. 1576-77.
15. 1577-78.
16. 1578-79.
17. 1579-86.

18. 1587-88.
19. 1589-90.
20. 1590-94.
21. 1594-95.
22. 1595-96.
23. 1596-97.
24. 1597-98.
25. 1598-99.
26. 1599-1600.
27. June 1596: A Levie for the repair of the church.

Constables' Papers.

1. 1555, 27 August, Assessment & Receipt for a Fifteenth & Tenth.
2. 1571, Michaelmas Subsidy.
3. 1576, 27 March, Assessment for Fifteenth.
4. 1576, 28 May, Subsidy.
5. 1581, 30 May, Subsidy.
6. 1582, Payments & charges "on delivery of our soldiers at Leicester".
7. 1587, 22 October, Assessment & Receipt for a Fifteenth & Tenth.
8. 1589, 26 September, Assessment for Subsidy.
9. 1591-92, Accounts.
10. 1595-96, Accounts.
11. 1597, Accounts.
12. 1598, Assessment for soldiers.
13. 1599, 15 January, Receipt for "discharge of her Majesties service  
of Saltpetre making for one whole year".
14. 1599, 4 February, Order to collect 3s.4d. towards the relief of  
Leicester Gaol.

15. 1599, 26 February, Order to discharge certain persons from selling beer.
16. 1599, 17 March, Order re report on observance of various Statuutes - abstinence from meat, alehouses etc.
17. 1599, 13 November, Receipt for Subsidy.
18. 1599, 3 December, Order to collect 12d. for relief of gaol & 3s. for the relief of maimed soldiers.
19. 1600, 2 April, Receipt for 3s.4d. for maimed soldiers.
20. 1600, 28 May, Levy for Fifteenth & Tenth.
21. 1600, 1 October, Receipt for 3s.11d. "part of the provision money".

Accounts of the Collectors for the Poor.

1. 1565-66.
2. 1566-67.
3. 1567-68.
4. 1569.
5. 1570.
6. 1573-74.
7. 1589.
8. 1591 (fragment).
9. 1592 (fragment).
10. 1593.
11. 1594.
12. 1595-96.

Poor Relief Papers.

1. 16th. century, 4 undated fragments.
2. 1572, Assessment for the relief of the poor.
3. 1596, Levy for the relief of the poor.

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feoffees of the Melton Mowbray Town Estate), L.C.R.O.

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## ABSTRACT

The rôle which the trust has played in the government of unincorporated towns has been neglected by town historians. The way in which it could help an unincorporated town to self-government is well illustrated in Melton Mowbray where the Town Estate was the chief governing authority from the middle of the sixteenth to the middle of the nineteenth century. This thesis examines the origins of the Town Estate and its development until 1600, the trust deed of that year providing an appropriate terminal point for the main study. The town trust originated when parcels of the possessions of the parish guilds of St John and St Mary, dissolved under the Chantries Act of 1547, were conveyed in trust for the benefit of all the inhabitants of Melton Mowbray. In 1564 and 1596 the estate was enlarged by the purchase of lands which had long been rented by the townsmen for common pasture. From the guilds and from the organisation which had evolved to administer the common pasture, the townsmen inherited a tradition of self-government, from which developed a particularly advanced form of trust-government. By 1600 the inhabitants had acquired the maximum degree of control over the regulation of their affairs, and the trust deed of that year imposed no restrictions on the uses to which the profits of the estate were to be applied. The sixteenth-century administrative and financial records show the trust involved in every aspect of the

town's affairs, and carrying out many functions normally associated only with a corporation. In Melton Mowbray the trust provided the town with a degree of autonomy almost equivalent to that of a municipal corporation, and it is indicative of the trust-government's adaptability that this role was maintained until the second half of nineteenth century, when only reluctantly was its authority in the town relinquished to statutory local government bodies.