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DATE: 17/11/1828

SUMMARY:

Letter dated November 1828 from Rev. George Gregory, the Doccombe Lord Farmer, from Dunsford to Rev. George Pellew at Canterbury about concerns of the Dean & Chapter accepting in June his offer of £500 to re-lease the Doccombe manor for the next 21 years for the same terms & covenants. However, now in October the D & C want to change the future lease to be without Doccombe woods in order to prevent in future the woods being damaged by the tenants taking frith and stakes and to fence off the woods from the manor lands & to end copyhold rights in the woods as quickly as possible.

However, Rev. Gregory has lost his original lease with its details about manor copyholds etc & the date when it should be renewed & needs to look carefully at the new Lease. He is concerned how he can make new grants of tenancies without the woodrights & how can he extinguish the woodrights?

He will have £500 ready to renew the leases for 14 years as he now has been told the date for the renewing.

Rev. Gregory does not think this new plan will be better than the old way as he wishes to preserve saplings & frith & stakes will still be taken as before & he would have to grant separate rights for the woods for every copyhold & he will lose his improvements. If the lease ends the tenants will go into the woods anyway to take frith & stakes.

He thinks the D & C do not wish to renew the lease with him, especially as they do not mention financial advantages to him for all the changes they want.

He has recently built 4 new cottages [*i.e. Long Buildings aka Springwood*] & this week is going to meet Mr Hooper a builder from Exeter about building a new farmhouse on North Doccombe [*i.e. Rockvale & Meadow Cottages*] on the most advantageous spot but not until the new lease has been agreed.

Outside:

The Hon[ourable] & Rev[erend] George Pellew Close Canterbury

Inside

Dunsford Nov[ember] 17 1828

My Dear Sir

I was more than a little surprised

on receiving your note of the 23rd of Oct[ober] 1828 which however was missent and came to me much out of time, and your communication of the 8 Instant did not set my mind at rest on the subject

I subjoin extracts from your notes < the first dated June 26 1828> “I laid the subject (the renewal of Doccombe) fully before them (the Dean & Chapter) this morning, and as none of the Plans which I offered appeared free from objection, they have directed me to inform you that they accept your offer of £500, and in consideration thereof will grant you a new Lease of Doccombe Manor and at the next November Audit, for 21 years upon former rents & Covenants.”

In your letter of 23 of Oct[ober] you say “I think it proper to inform you that it is not the intention of the Dean and Chapter to include Doccombe woods in the next renewal I need hardly add that their purpose in this arrangement is not to prejudice you, but to abolish if possible that right of cutting Frith and Stakes, so prejudicial to the Interest of both Parties.[’]” In your note of 8th of Nov[ember] you inform me ‘that the Principle upon which the Chapter is disposed to renew is to grant a Lease of the Manor, but not to grant one of the woods, and to insert proper Covenants in the former to fence the woods against the Manor Lands. There are other Minor Points wherein your cooperation will be required to further the object so desireable to all Parties of getting rid of the existing Copyhold rights relating to the woods which I need not specify now, but with respect to the arrangement of which I anticipate little difficulty, as we are to proceed on the basis of mutual assistance. Of course it will be necessary for you to covenant not to grant any such rights in future, leaving the subsisting to expire. It will be desireable also that you in future sh[oul]d employ your Power over the Property in accelerating as much as possible the extinguishment of these rights.’

The remark in my letter to Mr Starr of preparing for the renewal next year arose from a mistake (if it is one) of the

present term of which as I understand there will be seven years unexpired next 18th of Oct[ober], I informed you at Exeter that I had misplaced my Leases, nor have they since been discovered. Mr Starr can set me right by sending the Date with respect to the the {sic} various alterations in the new Lease I consider them of such importance that a great deal of attention is necessary. How can the Lease contain former rents and Cov[enan]ts if I may not grant wood <or Manorial>rights if I am bound to fence out the woods from the Manor ? or what power can I employ to extinguish the existing rights? Difficulties arise on every side. I will be ready with the £500 according to your first letter if fourteen years of existing Lease are expired. And after considering the matter well I do not see how the Dean & Chapter can manage their Manor & Woods to greater advantage than upon the old plan, especially when it is well understood that I require saplings to be preserved. If the Lease of the woods expires the Tenants will cut frith and stakes as formerly by their custom and the woods will not avail the Church, but it will drive me to the necessity of granting Leases of every farm upon the Manor and then the end of my improvements must be seen. This year I have built four new cottages and on Wednesday a Builder (Mr Hooper of Exeter) is to be with me to look at the most advantageous spot to erect a new Farmhouse upon North Doccombe. I shall desist from any contract untill your final determination. But from the whole contents of your three letters I infer that the Dean & Chapter do not wish to renew, more particularly as they do not speak of any diminution of fine for all these great relinquishments.

I am Dear Sir Y[ou]r Very Ob[edient] S[ervant]
George Gregory

Nov[ember] 18 1828

I have called at the Mr Barne's
office & find by Copy of the Lease
that it was granted on 9 Dec[ember] 1815
turn over

Consequently cannot be in Course of renewal untill next year, and my offer was made for a renewal of 14 years at the expiration of the first 14 years of the old Lease and the calculation made accordingly. Will you have the goodness to say what the charge will be for new Leases for the renewal or the present term if the present s[houl]d not ultimately be found. Mr Starr will find this account correct and that the mistake is not with me.