

The Role of Lord Farmers of Doccombe Manor from 1539 – 1863.

The Lord Farmers or Lessees were the men who leased the Manor from The Dean and Chapter of Canterbury Cathedral. After the Dissolution of the Monasteries in 1538, they were mostly Devonshire men. Initially they were servants of the monarch, until Thomas Cocks in 1587, who was the Chapter Clerk of Canterbury Cathedral itself and then after him from 1623 they were local cloth and woollen merchants until in 1795 George Gregory, the wealthy vicar of Dunsford became the last Lord Farmer. Thomas Cocks altered two important details in the lease, to the Lord Farmer's benefit; the Lord Farmer now kept the whole of the income from the Manor instead of half, and the Court Rolls, giving details of the Manor financial activities, did not have to be taken up to London annually but now every three years.

There is no Manor House on the Manor and the Lord Farmers lived elsewhere with the Manor being supervised by a steward.

The Lord Farmers agreed to have the lease for 21 years, but every 7 years had to negotiate the amount to pay Canterbury for the next 7 years. They had to also pay an annual rent of £6 16s 9½d, this did not change until the nineteenth century. For this they could take the profits of the Manor made mostly from annual rents and fines or payments from the tenants but up to 1587 half of this income was paid to Canterbury.

They or their heirs could sell off the remaining years of the Lease and could negotiate the price themselves without involving Canterbury but the new Lord Farmers were not always aware of the finer details of the contract until Canterbury caught up with them.

The woods were always an entirely separate lease, but often leased together, and the rent for them was 5 shillings per annum and paid for at the same time as the Manor. The woods had important sustainability rules to adhere to.

The Lord Farmer's Expenses and Commitments

1. His main expense was the payment every 7 years to the Dean and Chapter years for a 21 year lease. This amount had to be renegotiated every 7 years. The amount depended mostly on land prices at that time and negotiations and calculations could be long. It varied a lot from £100 to £750. Canterbury often wanted a lot more than the Farmers thought it was worth and were often unclear how the Copyhold system of the 'Three Lives' of subletting the tenancies

worked, preferring the simpler more lucrative leasehold system. The Lord Farmers often complained that they were not made any profit from the 'Three Live system' as the inhabitants were long livers.

2. He had to pay an annual rent of £6 16s 9½d at the Dean and Chapter's Mansion House at Southwark Bridge, Surrey, at the Feast of St Luke the Evangelist, by 1669 the Feast of the Nativity of St John. If he did not pay the rent within 14 days, he would be fined 53s 4d, this rose to £10 by 1669.

3. At the same time as he paid the rent he had to send the transcripts of the Manor courts, with the accounts of the rents, heriots, payments from the Manor court for misdemeanours such as the straying of animals (sheep) onto Docombe land. By 1587 this was now once every three years.

4. He had to send every 7th & 14th years (this changed to 2nd & 13th year by 1587) an accurate survey of the Manor with details of the lands, acreage, tenancies, boundaries, woods, what animals & how many could graze on Mardon Common, tenancy boundaries, with a list of the ancient customs of the Manor. These provide much historical information today.

5. He had to provide an honest steward to hold the Manor courts according to the customs of the Manor.

6. He had to appoint a wood warden to prevent the tenants from stripping and wasting the woods beyond what would be reasonably expected according to the customs of the Manor. These woods were Thomas Cleave and Coleridge Woods.

The Lord Farmer's Income

After 1587 the Lord Farmer received the full income from rents and fines, not just half, which had previously given to Canterbury. These were:

1. All payments from adding a new 'life'/name to the tenancy of a tenement/farm under the copyhold system of leasing which was popular in Devon but not elsewhere in England. Each tenement would be rented out through the 'lives'/names of 3 men in succession with their wives and future widows i.e. 6 people This was the most lucrative part of the income of the Lord Farmer but also the most unpredictable. Each time a tenant added or changed the name or 'life' on the tenancy he had to pay a considerable sum to the Lord Farmer. Through this system the tenant was securing the future of his family and farm. A fine to add a 'life' could be around £25, as for Leign in 1709 and in 1697, £45 for Cossick. When the first named tenant died the widow could live

on the tenement until she too died (*'free bench'*) or remarried or moved and the second man and his wife could take it over and he could pay for another 'life' to be added. This is when the Lord Farmer often complained that no one had died or looked like dying for some time to come, often because they were too healthy or the tenant, perhaps on his deathbed, had married a young girl who could hold the widowhood until she died herself.

The Lord Farmer would ensure that all the farms had all the 3 'lives' on the leases before he gave up his Lease for the maximum profit.

2. All annual rents for each tenement/farm. These did not change over the centuries.

3. All heriots/payments on death of a tenant of his best beast or the money equivalent. In 1697 this was worth £2 10 shillings.

4. All fines from the Manor Courts for various misdeeds but mostly income from straying of animals (sheep) into the Manor when the owner paid a fine for its return or it was sold off.

The Woods

The annual rent to the Dean and Chapter at Canterbury for the woods in Doccombe Manor was 5 shillings. It was leased for 21 years.

1. When trees were felled within every acre as many 'tillers and standers' had to left according to the laws of the realm.

2. At the end of the lease a full 1/3rd of the woods must be at least 7 years old.

3 They could not be sold or leased to anyone else without the consent of the Dean and Chapter of Canterbury.

In 1697 a survey from Dr Hall says about the wood: *'The woods betwixt 70 and 80 Acres within the Hedges but not all Coppice much Heath and Rocks without any wood for great spaces together. The Tenants in Right of their Tenements above, and Edward Lasky an Immediate Tenant to the Church have liberty to take frith and stakes, of which very much is cutt down every yeare, the manor lying so wild that no Hedge will growe.'* A few years later the woods come up again: *'The Tenants have a privilege to cut frith sticks and rafters in the woods, which privilege they use wastefully, so that the woods are little worth, I desire the chapters consent that I may set out a part of the woods to the tenants for*

their use that they may know their parts and I mine, that the whole be not ruined.'

Problems for the Lord Farmer

1. The main income for him was from fees from 'the dropping' of his tenants. He needed to have 'lives' added or replaced on the copyhold agreements. Low death rates meant a low income for him. The income from the tenants' annual rents was small. From a letter from 1749:

'And it is likewise the frequent occasion of great fraud & immorality: for it often happens that the last life in a Copyhold is prevailed on even at his deathbed to convey this right of widowhood in his estate, to some friend, or acquaintance, by marrying her when perhaps he is scarcely able to speak or walk, & on the same act many widows who enjoy their estates on this Tenure live in publick Fornication with other men, because they do not chuse to forfeit their title to the estate by marrying'.

In another letter from Exeter Cathedral in 1749 *'you must understand that none of those Copyholders go down to their Graves without a Mournfull Widow to attend their Hearse & tis no unusual thing for a Neighbours Daughter a Girl of 14 or 15 years of age to be brought to the Bedside of an old fellow of 90 & there Married to him upon his Death Bed, by which she is Intitled to his Copyhold Estate for her Widowhood who rather then Marry & lose her Estate plays the Whore all days of her Life & by such a Management the Lords may be kept out of such Tenement for 150 years'.*

2. He never knew how much he would need to pay Canterbury every 7 years for the 21 year lease. The negotiations seemed quite tough with Canterbury demanding too much and the Lord Farmer declaring his tenant deaths had been few, so his income was low. Canterbury would have known his income from the transcriptions of the Court Rolls that were sent up to them every three years but they were not familiar with the Three Lives system used in Devon and based their calculations on the Leasehold system. The Lord Farmer often claimed their valuation was too high and was supported by Exeter Cathedral who leased out their similar lands at a lower estimation based on more lenient calculations. Exeter's typical calculation in 1749 was that if a manor was worth £350 to the lessee a year, then the calculation would be 1/7th of that so the Lord Farmer would pay £70 for the 7 years lease.

Nicholas Waldren, Lord Farmer in the mid-1700s, who was bankrupted around this time complained that the Lord Farmer's profit from Doccombe was not more than £20 a year. The price of land at that time and its situation and its condition also would have come into the calculations. In 1757 there is a description of the Manor: 'The Lands of this Man[o]r are very mountainous, generally full of rocks, generally barren lying high & cold consisting of Furze & Coarse Ground which are the reason why the Acres are of so small value.'

3. How much the Lord Farmer invested in the Manor is not known until the times of the Rev George Gregory when he wrote that he had built four new cottages, known as the Long Buildings, now Springwood, in 1828. He built in the same year an inn for accommodation with outbuildings called The Gregory Arms, now The Manor Cottage and another two cottages, Meadow and Rockvale Cottages. He partly demolished the North Doccombe longhouse but left the living part of it intact giving us a glimpse today what the other farmhouses would have looked like. The two cottages were built over the shippon area. He also wished to plant a few thousand fir trees in 1811. There is no written evidence when the farmhouses were built or altered but the remaining ones were built in a similar design. North Kingwell and Leign were destroyed by fire in the twentieth century, Great (South) Doccombe damaged by fire and Coombe and Harcott were deserted in the mid nineteenth century, and Walsland with the Chapel have disappeared.

Gradually the farms were improving as explained in 1748, by the growing of potatoes as a crop: '*The Barren and Furze Ground is nothing nigh so much as formerly on this mannor and 'tis said this Ground is so much improved since planting of Potatoes hath so greatly increased in this Parish for by often tilling for Potatoes they break up the Roots of the Furze and entirely destroy that Plant by which my Informers avers that the Parish is become a £1000 better in value within these few years and the Mannor of Doccombe £20 or £30 a year more in value in particular*'.

And North Kingwell has a special mention: '*North Kingwell was one Continued Piece of Broom and furze Ground whereas 'tis now some of the best on the Mannor. All of it being turn[e]d into Tillage Except the Down which is fine Pasture.*'

4. The tenants continually stripped the woods for their own uses. They could use the wood for firewood, hedge making, house mending, according to the

traditional customs of the Manor, but the Lord Farmer continually complained that the woods were being stripped, and they were worth nothing to him. A wood warden was named each year to stop the tenants doing this. One Lord Farmer, Dr Nicholas Hall took them to court around 1690 to try to stop this but lost the case to his financial loss.

A report of 1757 says *‘The woods belonging to the Man[or] are about 50 acres & are very small value, there is no Timber in them & the Tenants of the Manor have & claim a Custom of cutting down & taking the Coppice growing in the Woods for frith & stakes for inclosing & fencing the dead hedges & Banks & for other uses on their Estates which custom they use in a very extravagant manner from which they are not to be restrained. An Issue at law being had for years since between the Farmer Lessee of the Manor and the Tenants there of where in a verdict passed for the Tenants & the Custom became established, which was attended with grave cost to the Farmer.’ And in 1748 ‘I think there’s but one Timber tree on the whole mannor and that not worth above 9d.’ And also: With these Stakes and this Frith they Inclose their Potatoe grounds and when Potatoes come to be dug up they take the Frith and Stakes up also and make use of it for Fowells (chickens).’*