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**TEXT TRANSCRIBED**

Manor of Doccombe

The Result of the Report in Dec[ember] 1824 appears to be that the only practically plan of annihilating the Copyhold Tenures would be, to accept a Surrender of the existing lease, and grant the Manor to the present Lessee for 3 lives with a Condition restraining the Lessee from granting any lands by Copy, and reserving the Woods.

The Woods would remain subject to the existing Copyhold rights, and at the expiration of such rights would be entirely in hand. In the meantime the best regulations, compatible with existing interests, would be adopted for their preservations and improvements.

The Present rights of the Lessee is, that for the remaining 10 years of his Term, he can grant all the lands by Copy of Court Rolls for 3 lives with widows estates a lease for 3 lives, if granted at the expiration of the present term would be inferior to the Copyhold interest for 3 lives & widowhoods which the lessee would have a right to grant. It is considered therefore that the Lessee should have the privilege of filling up without fine any lives that may drop on his Lease during the remainder of the present term. he claims also the privilege of exchanging any lives up to the same period. The benefit he gives up appear rather to entitle him to the latter advantage, at the same time it is a Privilege not contemplated in the former report and of some importance.

There seems to be no other plan of meeting the object of the Chapter, but either suffering the lease to expire or purchasing the Lessee's interest. The Latter being set out of the Question, this to be observed with regard to the former plan that it would leave the Manor full stated with Copyhold grants for 3 lives widows estates & all the wood rights. Now on the plan suggested the Widows' estates & wood rights would be at once annihilated. The only disadvantage of the plan would be that the whole would be held on one Lease for 3 Lives instead of distinct estates for distinct lives. But looking to the present Lessee the whole so held would be more likely to be improved than under any other arrangement.

If no Plan for renewal can be suggested Mr Gregory would part several estates by Copy with the wood rights.

It remains to consider whether there be anything in the Statutes of the Church to prevent such an arrangement. The Statute directs that no Land demised for Term of years shall be

demised for term of Life, except such as are granted by Copy of Court Roll. Now that the arrangement proposed will be agreeable to the Spirit of the Statute is obvious, because it will cut down a Term of 21 years with power to grant 3 Lives and widows estates at the end of the Term to 3 Lives from the granting of the Lease. Nor does it appear to be contradictory to this Letter. In order to give any effect to the Exception it must be understood to mean that Lands granted by Copy of Court Rolls for Life may be continued to be so granted. Now Land that may be granted by Copy for Life, may by Law be demised by Lease for Life. Supposing then the present Lease expired, the Chapter might by law & their own Statute grant the Lands either by Copy for Life or by Lease for Lives, and if they might lawfully so grant part, they might equally grant the whole. So that, as I view it, by the proposed lease they would not be exchanging a Lease for years for a Lease fo Lives, but on surrender of all interest in the Manor and be granting what they are authorised to do a Lease instead of a Copy for Lives. The[?] to the manifest advantage of their Successors, & which a proper entry in their books would clearly explain and justify, and prevent being drawn into a Precedent for that change of Tenure which the Statutes prohibit.

Some Security must be given to the Lessee for renewing and exchanging (if so agreed). the Lives during the present Term of 10 years. The easiest mode of giving such a Security would be a Bond by the present members of the Chapter to procure such renewals, in a reasonable Penalty equivalent to the Value probably £1200 might be sufficient.

Exeter 22<sup>nd</sup> November 1825

{*Signed*} Ralph Barnes