

**DOCUMENT: CCA-U63\_70254\_021\_022LH**

**SOURCE: Canterbury Cathedral Archives**

**LANGUAGE: English**

**DATE: 27/5/1727**

**SUMMARY:**

A reply from Nicholas Webber, chapter clerk at Exeter Cathedral to the Dean & Chapter at Canterbury Cathedral. May 1727 expressing Mr Waldren's concern in being deceived by Canterbury about the fine for the lease for Doccombe manor. He is concerned as he had informed Mr Waldren the fine would be the same as the computation used by Exeter & so encouraged Mr Waldren to buy the lease. It was sold in public for £350.

Canterbury objects to Mr Waldren not paying taxes on it. The whole rent from Doccombe manor each year is £6 3s 7½d (actually £6 13s 9½d) which is less than he pays to Canterbury. He receives no other income from the tenants except through the addition of Lives which is uncertain & may receive nothing over a year as did Dr Hall who had the manor for 3 years after his brother died.

Doccombe manor is similar to manors belonging to Exeter which are held by Copyhold & those who hold the manor for 21 years can grant Lives as Mr Waldren does up to the last day of the lease.

Exeter Cathedral has 2 manors which they hold themselves directly & in the last 30 years they have not yielded a 1/7<sup>th</sup> part of a year's value & if they were to lease them to another with powers to grant copyhold lives for 21 years then they would not make 2 years value on them.

Mr Waldren says over the last 50 years Doccombe manor has not made £1000 profit which is £20 per annum on average. With copyhold there is no certain income not like demesne lands

He thinks Canterbury are trying to charge Mr Waldren as demesne lands are & confused between the 2. He thinks they are trying to charge him for the renewal at one year & a ¼ of the value but Mr Webber thinks it must be for 1 year & ¼ of what the tenant makes annually. Mr Waldren's income relies on the addition of Lives to the Copyholds & this can only be at 1/5<sup>th</sup> or 1/6<sup>th</sup> part, occasionally 1/4<sup>th</sup> part for the Renewall. With demesne lands also the land returns to the landlord immediately when the lease runs out but with copyhold the tenants are there until they die & there will be no profit until they die.

It seems Canterbury are trying to renew the of he manor to Mr Waldren without the power to grant lives this time & only get the income from the annual rents, Mr Webber thinks they have the wrong notions as the manor has only made £20 per annum in the past has been renewed for £40.

If the lease does run out, then Canterbury will not make £400 for 21 years.

**Outside:**

Letter from Mr Webber 1727

**Inside:**

S[i]r

I Have Communicated your Letter of the 10<sup>th</sup> Instant to Mr Waldren who is not a little surprised at the Contents of it finding himself deceiv[e]d in his Purchase and truly I am Concern[e]d at it my self because I was Imploy[e]d by Dr Hall in the Sale of the Estate and told the Purchaser our rule of Setting supposeing yours to be the same which drew in the poor man to buy.

I compute that Mr Waldren (making allowances for the Lives that were wanting) I gave but £350 for the present Lease and I think we had a good value for it and more than any other would give tho it was expos[e]d to a publick Sale and if the Terme he now has in it be worth but 350 the Renewall is not difficult to be Calculated.

As to your objection that the Tenant pays no Taxes the Case is this the whole Rent which the Farmour of the Mannor annually Receives from the severall Tenants under him amounts unto - 6:3:7 ½{sic} which I think is something short of what he Pays to the Church and out of those Rents he allows Taxes to the Under Tenants, his true indeed He Pays Taxes for nothing else because he Receives nothing else Subject to Taxes, and there are no other Tenant Proffits whatsoever accruing to your Tenant but from the Fines which are so uncertaine that in some yeares he may not happen to see a single shilling and I know that to have been the Case of Dr Hall who enjoy[e]d the Mannor about three yeares after his brother's

death but not one farthing did he make of it  
in all that time.

Most of the Mannors belonging to the Church  
of Exeter are of the same sort of Tenure with

Doccombe

Doccombe Consisting of Copsyhold Estates for Lives  
and those who hold the Mannor by Lease for 21  
yeares Do Grant(as your Tenant doth) Lives by Copsy  
according to the Customs of each Mannor and since  
Copsyhold or Customary Grants have been allow[e]d to  
be good in Law tho made when the Lease itself  
was expireing.

The Dean & Chapter of this Church have two  
such Copsyhold Mannors in their own hands not  
Lease[e]d out and they Grant Coppys themselves for  
Lives instead of Selling a Power to an other to do it  
and I do assure from the last Calculation that  
I can make for 30 yeares past these Mannors  
have not yielded a 7<sup>th</sup> part of a yeares value  
one yeare with an other and if we were now to  
Grant a Full Lease of 21 yeares with power to  
Grant Lives dureing that Terme we should not  
make above 2 yeares value of it. And your  
Tenant informed me that upon the last Enquiry  
he can make the whole Proffits of your  
Mannor for 50 yeares past have not  
amount[e]d to One thousand Pounds which  
one yeare with an other is but £20 p[er] ann[um]

Now you Reckon the Renewall to be  
worth a year &  $\frac{1}{4}$  value but surely you  
can mean no more then a year &  $\frac{1}{4}$  of what  
the Tenant annually makes of it, that  
being your Rule of Setting to your Tenants  
of Demesne Lands.

The Difference between a Lease of  
Demesne Lands of £150 p[er] ann[um] and a Lease

of a Coppyhold Mannor of 150 pound at the extended Rack Rent is (I think) plain and obvious, In the Case of the Demesnes your tenant Receives the full extend[e]d value yearly But in the Case of the coppyhold tis otherwise for then your

your Tenant Receives no certaine annual Income but depends entirely upon the Casually of Lives dropping and what that casually may amount to one yeare with an other Cannot be Computed at more then a 5<sup>th</sup> or 6<sup>th</sup> part which is our generall way of Reckoning tho we sometimes take a 4<sup>th</sup> part but never more for Renewall.

The very best Mannor belonging to this Church was Renew[e]d the last Summer for less then a Sixth part of a yeares value of the Coppyhold Estates and the Tenant thought that too much.

In the case of Demesne Lands you have your estate againe immediately upon the expiration of your Tenants Lease of 21 yeares, But in the Case of the Coppyhold tho your Tenants Lease be expired yet there will be Lives still remaining upon all the Estates and till those Lives drop you can have no Proffit at all from the Mannor so that your Interest in these Coppyhold Estates is at a very great distance and must therefore be of much less value to be sold then your Reversionary Interest in the Demesne which is neare at hand.

I Have not Seen your Lease and therefore cannot say any thing about the Covenant which you speake of for Impowering the Tenant to Grant Life Estates But I apprehend by your Granting him the Mannor with its Rights, Priviledge, and appurtances he is thereby Impower[e]d to grant Lives by Coppy according to the Customs dureing his Terme and if he should not have such a power you sell him nothing and

he buys nothing and unless you Grant a Lease upon the old footing he must be Content with the Remainder of his present Lease for you cannot reasonably Expect that he should surrender

surrender his old Lease which gives him a power to grant for Lives and at the same time pay a Fine for a new one which takes away that power from him and Deprives him of all future Advantages from the Estate.

You'l[I] pardon me S[i]r if I think you have not right Notions about the value of this Estate in Truth you sell us more then about £20 p[er] ann[um] (which you see has been the yearly Produce of the Estate one yeare with an other for 50 yeares past) and your Tenant should pay for no more as far as I can learne this Mannor hath from time to time been Renew[e]d for about £40 Fine and tis no better nowe then formerly.

I have Endeavoured 'to set this matter' in as true a light as I can indifferently between Land Lord & Tenant and hope the Accout I have given may be Satisfactory submitting it to the Consideration of the Venerable Dean & Chapter from whom Mr Waldren Promises himself a favourable Demand. And Permit me S[i]r to say that if it should be the Pleasure of the Chapter to Run out the Lease they will not find their Account in it for I do truly believe that at the end of the 14 yeares they will not make £400 of a full new Lease of 21 with power to grant for Lives

I am  
Y[our] faithfull humble Ser[vant]  
Nich[olas] Webber

Exon 27 May 1727