

ART. XII.—*Helton Flechan, Askham and Sandford of Askham.* By the REV. FREDERICK W. RAGG, M.A., F.R.Hist.Soc.

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PREVIOUS to the time of Edward I. there are few records that I have seen of Askham. A Robert Belle who belonged there withdrew from a prosecution case and paid accordingly in 1233 or 4 (*Pipe Rolls Cumb. and Westm.*, by Parker). Thomas the provost did the same in 1235 or 6.* In *Curia Regis* roll 162 of 1259 (43 Hen. III.), Margery, widow of Robert Taylboys, claimed there against Robert le Fraunceys (of Cliburn) one third of a messuage and of a carucate of land and 20 acres which were part of the marriage portion of the wife of Robert le Fraunceys, her daughter; she claimed this as a widow's third and her claim extended to all land which her husband had owned. The Court settled that Margery should have her one third out of other lands of Robert Tailboys, and that the le Franceys marriage portion should be exempt from it. In 1278-9 (A.R. 981) Thomas de Helbeck was in possession (these *Trans. N.S.*, xviii., 154-5). Hodgson says without giving authority, but is usually accurate, that he held the manor in exchange for others.† After his death it came to his daughter

* Mr. Dayrell Crackenthorpe tells me of a Robert de Askom acting as Sheriff in 1247. But I have not so far been able to see the Newbiggin documents which he wishes me to see.

† But Hodgson here may have generalized too much. According to *Inq. p. mortem* Robt. de Clifford 28 July 8 Edw. II. (1314) Robert gave to Sir Tho. de Hellebek reasonable sustenance for himself, one esquire, three grooms, three horses and two robes yearly befitting a knight and two saddles; these were charged on the revenues of Winton. And Thomas de Hellebek gave to Robert de Clifford for this the manor and town of Soureby by Brough. This

Margaret and her husband Robert de Swinburne and to their son who died 1326. His son Thomas—*Inq. p. mortem* C. Edward II., File 96 (13)—was his heir.

But the Swinburnes were not the only owners there of manorial position or origin, and there had been some subdivision in inheritance; for in 1359 (*de Banco Roll* 400 of Mich., 33 Edward III., 159. d.) Robert Fraunceys de Clyburne petitioned against Hugh de Lowther, kt., for 7 messuages, 5 bovates and 15 acres of land, 2 acres of meadow and 6s. 8d. rents, which John Fraunceys of Clyburn gave to Robert son of John Fraunceys and Alice, daughter of Adam de Quaytlawe, his wife, in frank marriage, which ought, he said, to have descended to him, grandson of these, but had been sold to Hugh de Lowther by John his father in spite of the entail. And it appears from a charter at Lowther that John Franceys granted to Hugh lord of Lowther profits from the lord's mill in 1341, viz.: six marks yearly, to be held under the chief lord, making Hugh direct owner of that portion; and in 1361 Hugh de Lowther handed over to his son Thomas part of this rent. And besides, Margaret de Boivill released to Thomas Lengleys, kt., of Helton all her rights in one moiety of the mill in 1357 and Sir Hugh de Lowther handed over

manor Thomas had succeeded to as the heir of his father Robert de Hellebek, who had (F. of F. 19 Henry III, 1235) compelled John de Veteriponte to acknowledge it as his right; and arrangement was made by which it should be held as a portion of de Veteripont's fief. And Thomas de Hellebek (F. of F. 31 Edw. I.—1303) had given it to his second wife, Agnes de Skreevyne, mentioned in a transcript of Dodsworth, vol. 70, p. 60. She was in court and consented to its going after her death to Robert de Clifford though it should have reverted to the heirs of Thomas, and gave fealty to de Clifford. Concerning sundry difficulties which occurred through the grant of Morville fiefs to Veteripont see the Concluding Observations at the end of this paper. Thomas de Hellebek held the right of presentation to St. Mary of Brough in 1303 (A.R. 990). In addition to the possessions mentioned as his (these *Transactions*, N.S. xviii., pp. 157 and 158), there was the Manor of Little Strickland (his and Avices') which they transferred to William de Harcla (F. of F. 24 Edw. I.—1296), and Keldelyth &c. till 1292. The Hellebek shield is depicted in Dodsworth to accompany the agreement between Thomas and Robert de Clifford about Soureby-by-Brough.

to Sir Thomas Lengleys "deaux parties de la moitie" and the reversion of the third portion in 1355. These had belonged to Denton and Boivill (these *Trans.* N.S., xx., p. 83) and were sold to Sir T. Lengleys. So far as I can trace or conjecture these moieties had not been le Franceys property. One moiety remains in which this was probably included; this was the portion owned by the Swinburnes who leased the mill, or their part of it, to Thomas de Lowther and others in 1371. The lord's mill was not usually sold out or granted separately from the demesne but remained and went down by inheritance as part of it. Hence the state of division which the charters show points to partition amongst co-heiresses at a time of which no records remain.

In 1371 Sir Robert Swinburne (6. Oct.) granted a lease of the manor and mill and everything belonging to the manor, except wards, marriages, reliefs, escheats and the two woodlands Creskebogh and le Heyning, to Thomas de Lowther,* William Colynson and Richard Johnson as "fermours" for six years at a rent of 25 marks yearly; and in Lent 1372 granted to Thomas de Lowther a waste place in the village lying before the fronts of the messuages of Thomas and the messuage of Edmund de Sandford beginning at a wall which lay between these messuages and reaching to the cottage held by William de Preston, Sir Robert's tenant.† This is the first hint of the Sandford family being in Askham. Later in the same year there is an indenture between Sir Robert on the one part and William de Sandford the elder, clerk, William de Sandford the younger, Thomas Dawnay and Esmond [Edmond] de Sandford confirming to these an annual rent of £10 from his lands except those in Westmorland, which was to be held by them while his wife Joan lived.

* Younger son of Sir Hugh.

† This deed is followed by a renunciation of all claim to the "waste place"; hence the grant was complete transfer.

If this gets behind they may distrain; but on these conditions:—It is theirs so long as they hold the manor of Ascum* and do not lose it or any part of it by any action for dowry at the suit of Joan with the result of her obtaining execution, when their right would cease; also if she impleads them “per breve de dote” (by writ for dowry) and they have failed to warrant the heirs of Robert, and she recovers her dowry from the manor of Ascum. If in these circumstances the Sandfords have not the assets in the manor against his heirs they may distrain for this £10. And so long as they have peaceable possession of the rent so long shall execution against the heirs of Sir Robert cease to the value of the recovery of the dowry. Two days later, 27 Oct., 1372, the Sandfords are bound to the extent of 400 marks to Sir Robert Swinburne for a recognition in Chancery at this time and in 200 marks at 1 Nov., the next year: but Sir Robert consents that if they pay at Martinmas next £100, then the debt of 400 marks shall be annulled, and if they pay also 100 marks at Martinmas 1374 the bond of 200 marks shall be annulled. On the morrow of All Souls 1373 is a Final Concord between the Sandfords and Thomas Dawnay on one part and Sir Robert Swinburne on the other in which he hands over to them by sale the manor of Ascum, except 20s. of rent, together with the homage, and services of Edmond de Sandford of Helton and Idonea his wife, and of Thomas de Lowther, and their heirs. The amount paid in Court was £20, which of course does not represent the amount given for the estate but the costs of the Final Concord. One has to puzzle out the meaning of the whole transaction from the few remaining documents; but what appears to me clear is that Sir Robert had arranged that his wife Joan after his death should have her dowry out of all his estates,

* This and Ascom(e) are the spellings in almost all the mediaeval documents. Apparently the manor was first leased to the Sandfords.

and when he leased and then sold Askham to the Sandfords it was with the stipulation that they were to have from his other estates a rent of £10 to make up for the portion of his widow's dowry—£10—which they would have to pay out of Askham. If she had to sue for her dowry from the other estates and the Sandfords did not get the £10 yearly they could distrain. But if they parted with Askham or any portion of it they must warrant his heirs the payment of this £10 yearly, of course warranting it against those to whom they sold; or else that much of Joan's dowry would be lost. And as to the actual terms of purchase and the reduction from practically £400 to £166 13s. 4d. apparently made, I can offer no explanation. Idonea's own statement given later on says that the purchase cost 850 marks, i.e. £566 13s. 4d., which would mean the total of the costs, and there is something apparently unaccounted for in the documents which remain. The homage and services of Edward de Sandford and Idonea, since the whole transaction was to place them in possession, were a fiction as regards themselves; but the portion due to the superior lords (the Cliffords) remained for them to pay, and Thomas de Lowther became their feoffee. There were possible claims to be barred, for on 16 Oct., 1374, John de Rokewode, Thomas de Rokewode and John Halydon gave up to the purchasers all claim to the manor. These must have been relatives of the Swinburnes, one or other of whom in case of male heirs failing Sir Robert might have succeeded. Sir Robert was son of Sir Thomas son of Robert de Swinburne, and was —*Inq. p. mortem* C. Edward III., File 32 (12) and C. Edward III., File 32 (13)—five years old in 6 Edward III. (1332), heir of lands in Suffolk and Essex as well as lands in the north. Edmund de Sandford and Idonea, I think, had to borrow for the purchase, for there is a receipt to the executors of Thomas de Anand, rector of Asby, for part payment of their debt to him in 1375.

There were also various matters to settle with some of the freeholders, William Colynson, John Meryman, Richard Johnson and Thomas de Lowther, before the new owners were at ease. These came in the next year, 1375, and in that year William de Sandford the elder, cleric, having died,* his executors, Thomas Dawnay, William de Sandford and Edmond de Sandford, paid to Roland de Thornburgh the legacies mentioned in these *Trans.*, N.S., xiv., 61, for his children.

In 1377 Edmund de Sandford was guardian of the lands and tenements of Thomas, son and heir of William de Artureth, and assigned to Thomas de Sandford and Maria his wife holdings in and about Carlisle in exchange for others. This is the last record that I have seen of him and it was apparently the last year of his life. Idonea afterwards married Sir Thomas Ughtred who, as we learn from a grant by the king in 1402 of the custody of his estates to William Sandford and Robert Gare, held Kyllingwyk, Towerthorp in the Thisteles and other places in Yorkshire under William, Lord Latymer and Thomas, Lord Mowbray. These lands should descend, the charter says, to Thomas son of William son of Thomas Ughtred who is called therein, "consanguineus" of William and John Sandford. Idonea's other child by Thomas Ughtred was a daughter Margaret. Idonea's husband must have been son of the Thomas Ughtred who was 18 when his father Robert died in 1309—*Inq. p. m.* C. Edward II., File 15 (9). Of Ughtred documents there is only one other in the Sandford papers, an agreement in Norman French for a re-building of the date 1341, so interesting as regards mediaeval house-building that I add it with such translation and explanation as I can give (*Appendix I.*).

Idonea's description of her Westmorland lands still

* The earlier history of the Sandfords so far as I have been able to trace it out I give in Appendix XI.

exists but is not all legible now and a portion is gone. It was printed in a description of her will in the 18th century. Here I give what still remains decipherable, filling in by means of brackets from the printed copy what makes up gaps.

I dayme Edonea Sandforthe makythe her * remembrance off all my landys in Westmerland the wyche ys myn herytage yat is to say Helton dale w^t the [Skeweg]he. Item lond in Carholand. Item lond in Boterwyke. Item the manor off Knype. Item Satrowe park w^t the browne more and the depe yngs. Item the courteryd wyth the [rode] banke and the scheype cott and half the mylne off Helton. Item Stokthawyte and Wythwathe. Item ij acrs off lond in Whale y^t lyeth by the [bek]e. Item a borwayne at Helton townehend, and theys parsells aboune sayd ys myne anerytance be my lord my Fader the wych my lady my grandame gayff to my Fader and to his hayres. Item I have in Ascom viii oxgangs off lond and halffe the mylne [longyng] to the same the wyche my lord my fader purchased of Sir Hew off Louthur and gayffe it to me. [Item as toch]ynge the manor and the londes and the towne of Ascome y^e wych y^t my lord my husband [and I] purchased off Syr Robert Swynborne w^t [vii] hondreth merks and fyfty, of the[s] lands and towne I] have my therd as I had in [Syr Thomas Ugthred] days. And for the londs off [and for noe nother londes that myne ys] suld be ward, zyffe the lawe

The fragment ends imperfectly, besides being in part undecipherable ; it is no part of her will but is a separate document. Of wills she left two ; both are in Latin and the greater portion of each can still be read ; these follow in *Appendix II.* and *III.* One was made while her eldest son William was living, in 1414 ; the other after his death in 1420. They have different provisions, the chief of which I may allude to here. In 1414 she was ready to be buried " where God willed " and left two marks to be distributed anywhere, and 40^s to be given to poor and needy who were infirm to pray for her soul and Robert Shirburne's and for the departed faithful ;

* = here.

10 marks for her funeral, to be held without pomp. Her furniture in York to go to her second son John. William her eldest son, under threat of her malediction, is to provide a proper priest in Ascome to celebrate divine service for all time for the souls of their benefactors and all the faithful departed. Robert Brette and his wife (her daughter Joan) are residuary legatees. She made this will at Cransley near Kettering, Northants., where she was staying, and from its tone one imagines was ill and expecting not to recover.

The later will has more specified provisions and is much more businesslike in form. In this she wishes to be buried in St. Peter's, Leicester, and her best cloak is to be her "principal," which means chief mortuary offering. Six pounds of wax are to be used in lights round her body, 40^s are to be divided between the poor and celebrating masses for her soul and 5 marks are devoted to her funeral. Her best bed of black with coverings and Silesian linen, and with a "camera" belonging to the same set and the curtains, she left to her daughter Idonea if Idonea survived her; if not, the whole suite was to be sold and the money distributed for her soul's good. All other cloth or linen furnishing material and all other beds were to be sold and the money distributed for the good of her soul as her executors thought fit. To the mother of Robert Brette, Joan, she left all her garments and kerchief and two tunics (coats) if she survived her; if not, these were to be sold for her soul's good. Also she willed that a piece of silver with a silver cover should be had by the master of St. Leonard's of Leicester if he survived her; if not, that was to be sold for her soul's and his soul's benefit. One is tempted to imagine that he was the Robert Shirburne of her former will. To Joan (Brette) her daughter she left a silver vessel without a cover if Idonea died; if Idonea survived her mother it was to be hers and she was to

have all her chests and the precious stones called "perles" and all other jewels, which when Idonea died were to go to Joan. Her best mantle, as before, is to be her principal mortuary gift, the next best to be Joan's, the next Joan's also. The directions about a chaplain at Askham are altogether altered. It is no longer the church (St. Peter) but the chapel of St. Mary belonging to the Hall which her grandson Robert is to provide with a chaplain; and to endow this and to find a distribution of 10^s for the souls of his ancestors she leaves the eight bovates and moiety of the mill which her father bought of Hugh de Lowther. If Robert did not provide a good chaplain to say these masses then the 8 bovates and moiety of the mill were to be sold, and the proceeds applied to these two purposes. In *Appendix X*. I give particulars of the chapel and the Hall.

The children of her and Edmund de Sandford were William, Robert, John, Joan, who married Robert Brette, and Idonea, who seems not to have been married. William had died before 1420, having held on lease lands of hers in Westmorland, for the payment of the yearly rent of which one receipt remains. It was given for 10 marks in 1417 to William de Hoton in the Forest, Hugh de Salkeld of Rosgill, John de Lancaster of Brampton and William de Wybergh (of Clifton), his assigns. William's widow married Thomas de la More, the reversion of whose lands came to Robert her son about 8 Henry V., i.e. about 1420-1. He had succeeded to his father's lands, c. 5 Henry V., (1417-8). Robert seems in the beginning of 1426 to have married Elizabeth Thornburgh, thereby probably putting an end to any outstanding controversy between the two families about claims to succession. But as usual the entail had to be carried out by handing over the estate as a whole or in portions to interim feoffees, to be granted back on the fresh entail. Richard de Soureby, chaplain, was made the interim feoffee of

the park of Satirhow in Helton Flechan, but the indenture is lost ; only the letter of attourney remains, by means of which he put Robert and Elizabeth in seisin (1 March, 1426). A grant by Robert to other interim feoffees exists : to John Lowys and William Wodsyde, chaplains, John Walker, "yoman," John Hoghyrd "yoman," John Vyderhyrd, "yoman" and Thomas Jacsun, "yoman." This grant is of the manor of Helton Flechan 12 April, 1433. Another follows, granting to John Walton and John Dobson of Ascome, Saterow parke and two tenements in Helton Flechan which William Collynson and Thomas Walker then held, dated 1 June 1438, and these must have had the grants back, but they do not now exist. Then in 1439 to John Danby, vicar of Askom, and John Wedirrerde Robert grants his Helton demesne, who 8 days later granted back to Robert Sandford and Elizabeth and the heirs male of Robert all the demesnes which they were holding (as interim feoffees) in Helton (then tenanted by Thomas Walker, William Colynson and John Wyldyng) in regular form to be held of the chief lord. These deeds made the Helton estate secure. The witnesses of the last were Hugh Lowther, William Stapylton, Thomas de la More, all esquires, "and others." The Hugh Lowther was Hugh of Askham, who in 1449 handed over to Robert Wressell, vicar of Askham (he was vicar of Barton in 1467) and "William Lancastre alias William Thompson of Sockbrede" and the longer liver of the two all his tenements in Askham and elsewhere in Westmorland and in Melmerby in Yorkshire.

On 15 December, 1449, the Latin of the document being curious through illiteracy of clerks (as not seldom it was in this period), Robert Sandforde granted to John Nobill and Henry Walker and William Colynson a messuage in the township (i.e. of Helton) "de fute of Caldell grandge"—Cordale, I think. On 3 Feb., 1451, Robert grants to his son Thomas Sandford and Margaret his wife his

whole manor of Knype and the tenements there and in "Patrike Banton," and in "Banton Cundall," and a tenement called "Bowskale," in "Heltondall," to be held of the chief lords on the usual cornage terms. This was a marriage portion; Margaret was Margaret Musgrave (these *Trans.* N.S., xiii., pp. 226-7): the grant was followed by a letter of attourney to Adam Bradefote and William Winton, chaplains, to give seisin to Thomas and Margaret of these lands, 9 Feb., 1451, and by an attournment deed—a recognition of new ownership—given by (the freeholders) Henry Langhorne of Helton and Angneta his wife to Thomas and Margaret. Their tenement was a messuage and 10 acres in "Misand." No doubt there were other attournment deeds of other tenants like that of Measand, which was dated 10 Dec., 1453. These have, however, disappeared. On 30 August, 1456, Thomas Sandford of Setterhowe (evidently this was where he lived), Robert Hobson and John Hobson of "Knayp," John Langhorn and Robert Walker of "Heltondall" enter into a bond with Robert Sandford for £20, but there is no document remaining to tell why. And on 4 April, 1458, John Hogherd, senior, of Bampton confirmed "Rougholl" and its belongings to Thomas and Margaret, to be held by them and their heirs of the chief lords. The witnesses of this deed of interim feoffees are Thomas Wiberghie, Edmund Sandford, John Dycson, William Nobille, Henry Jakson "and others." The estate of Hugh [Hucheon] Louthre in Melmerby was by him handed over to Sir Gilbert Lancaster in 1450, but the lands and tenements in Askom, Bourebank, Mesand and [Terr]ill and a cottage in Clifton were granted to Thomas Sandford before 7 Sept., 1476, by Hugh for Hugh's life—evidently as interim feoffee at first, though this was an extraordinary grant if it was so. It would naturally have been grant without restriction. But on that date these were confirmed by Thomas Sandford to Thomas

"Louthyre," brother and heir of Hugh, and vicar of Adyngham, and were handed over by him on the same date to Thomas Sandford again through John Meuburn and William Mylner, as attourneys; the handing over being followed by a bond, 1 October, 1476, given by Thomas "Sandfurt" and William "Loncastre" of Emmot brig to pay 5 marks on the next feast of St. John Baptist. Then on 10 February, 1478, Thomas Louthyre, vicar of Adyngham, granted and confirmed to Thomas Sandforthe * all these tenements unless he or his heirs paid to Thomas Sandford or his assigns £100 in one day in the parish church of S. Peter of Askom. No date of payment is given, but much of all this had come to be legal form only. For on 12 February, Thomas Louthyre appointed William Curwen, esq., and William Langhorn of Helton, his attourneys to give seisin to Thomas Sandford and Margaret his wife of these same lands and tenements. The witnesses of the deed of 10 February, were Christopher Lancaster, William Curwen, Thomas Wybergh esquires, Mr. Thomas Boste (or Bosce), vicar of Penrith, and Henry Jakson and Henry Byrkbek of Penrith, "yomen." Thus the whole of Askham came into the hands of the Sandfords.†

We will now go back to 1459. An indenture of the 16 December of that year "bytewix Roberte off Sanfforthe of Ascom, Elizabeth wyffe of the sayde Roberte and Thomas Sanfforthe sonn and heyre apparent to the sayde Roberte & Elizabeth on the tone party and Humffre

* There are duplicate deeds of this. One has simply Thomas Sandford named in it, the other Thomas Sandford and Margaret his wife and their heirs.

† An outcome of the coming into possession of the Lowther lands in Askham was an award in 1495, after dispute, between Thomas Lord Dacre of Gillesland and Geoffrey Lancaster on one part and Thomas Sandfurth on the other, about the right "tytill" to lands in "Askom, Meysand and Burbank." Lord Dacre and Geoffrey were to have Burbank and Tirril, and Thomas Sandford to keep Askham and Measand. A release of these to him was given by them 21 Oct., 1495. Whether this was a consequence of the departure from older legal form in Sept., 1476, in part, I do not know enough to suggest.

Dacre esquier on that tothr party wyttnes att the sayde Roberte, Elizabeth and Thomas hathe gyffyn & grauntyt and to fferm lattyn to the saide Humff^{re} his sectours & his assigns thaire parke off Setterhowe w^t the herbege off the same the mancon & plac^s * beldytt for tere^m off X yere." This was at a rent of 10 marks yearly "off English mone" to be paid in two sums, 5 "at the nativete of Saynt John Baptiste," and 5 "in the nativite of our Lorde." Humphrey Dacre is to have "during the said tereme all comodits and proffits in one [= any] wise" belonging thereto. The witnesses are Roberte Langhorne, John Nessebytt, Robert Louth^r "and mone [= many] other." The seal has remains of the three scallop shells of Dacre. Humphrey Dacre was simply esquire at the time, son and heir of Ranulf, Lord Dacre, slain at Towton on the Lancastrian side, 29 June, 1461. One imagines from this indenture that Thomas Sandford had left Setterah and that Humphrey Dacre then began to live there. But he succeeded to Dacre itself later and made peace with the House of York and became baron. This deed is endorsed 38 Henry VI. and 107.

It is evident that Robert Sandford died in 1459 or 1460. All charters that exist of later date are concerned with Thomas who succeeded him. One numbered 109 is an order given by "Richard Erle of Warrewyk and Salisbury grete chamberlain of England and Capitain of Calais † to Thomas Warcop of Lambreset our Receivour within the Counte of Westmorland. We woll and charge you that of the Revenuz of your office ye content and paie yerely unto our wellbiloved Thomas Sandforth squire the some of five marc sterling during his life according to the tenour of an endenture of bileiving bitwyx us and hym." This is "yeven under our signet at our Castell of Midelham," 28 April, 2 Edward V., (1462). It is clear that the said

* Places ; words ending in "ces" are often written "cs" in the deeds.

† The King-maker.

indenture is the document which if it existed would have the number 108 endorsed upon it, and that Thomas Sandford had pronounced himself as a Yorkist. A great interest to an antiquary in the deed is that it is signed in a hand quite distinct from that of the text, "R. Warrewyk"—the earliest instance but one of such a signature in the documents with which I have had to deal. On 14 March, 1462, is a release to Thomas and Margaret Sandford, by John Hogherd the elder, of Rowgholl in Bampton—the witnesses being Alexander Zate [= Yate], William Nobill "and many others." Following the consolidation of the estate comes on April 8, 1464, from Penrith, an open letter drawn up by Richard Hodelston "eschetour" to the king in Cumberland and Westmorland appointing Thomas Sandforth as his attourney in "a parcell of Westmorland that is for to saye from the water of Amot [Eamont] to the water of Lawyer [Lowther] he for to sese, take, areste and occupye for me and in my name all manner of Ying [thing] perteynyng to my sayd office of Eschetourship, and w^t in [within] ye said Bownd" and also "w^t in the paroche of Shape and the paroche of Maurland w^t yat at [= wherewith] non of myn offecers have been y^t and sesyd to before." This document is numbered III.

As is not unusual after rise to office, especially after civil war, quarrels with neighbours became aggravated. In 1465 comes a bond by John Salkeld of Rosgill, Thomas Burgham of Brougham, William Hoton of Penrith and *Roger Lancastre of Sokebred* (erased) on one side and Thomas Sandford of Ascombe on the other, to find £200 in Michaelmas of that year, the condition of having to pay being this:—that if John Salkeld and all who have taken part with him against Thomas Sandford in disputes and debates between the two should stand to the award, to be given before Assumption Day, of "thre of theis," Thomas Curwen, kt., Hugh Louther squyer, Richard

Salkeld squyer, Thomas Wharton squyer, John Craken-thorp of Holgill squyer and Richard Beaulieu, "arbitrours" chosen on John Salkeld's part, and "thre of theis," John Hudleston kt., William Parre kt., Thomas Lamplugh, kt., Thomas Radclyff squyer, Richard Musgrave the elder, squyer, and Thomas Spence, "arbitrours" on Thomas Sandford's part; or, if the award be not given, the award of John Nedeham kt. and Thomas Littleton or one of them chosen as "umpere" by both parties "and the king's peace be kept," the bond shall be void. The award appears to be lost, but I suppose was made.

Another quarrel in the autumn of that year caused a bond by William Colynson of Helton Flechan "yoman," William Colynson junior, his son, and Henry Lambhyrd, in which Thomas Sandford is arbitrator and John Wederhyrde, William Smyth, Alexander Zate [Yate], William Nobil, John Wilkinson senior and others, abide "to kepe peace" or to pay.

There are others of the sort, quarrels being rife, and private arbitration being, I suppose, less costly than law. There was not true peace. A new style of seeking defence, the Government of the day being inefficient, was gradually growing up. On 17 January, 1468, was made out an indenture "betwexe Thomas of Sandforth of Askom esquiere on the ton partie and William of Bradle [Bradley], of Gnyp, yoman, on y^e toder partie" bearing witness that the said William of Bradle "is w^haldyn [withholden] belevyt * and becommyn the said Thomas man for term of lyve and the said William his frends [relatives] and all that he may cause and streyn shall take treu & ffeythful part with the said Thomas os oft os he maks the said William sufficient warnynge, against all maner of men except y^e Soveran lord the Kyng" "for y^e whilke w^hhold beleve and service" . . .

* Chaucer has *byleve*, to stay.

"ye said Thomas salbe to y^e said William gud and tender maister." The withholding [= retaining] fee was 13s. 4d. yearly.

Another of these retaining deeds of 28 October, 1470, binds Henry Walker of Butterwyk crag and his sons William and John to be "trow men & servands" to Thomas Sandforth and "w^t hym and hys" "take parte in pease and were during thaire life and before all oder except y^e Kyng and Yaire land lorde," and stipulates that these men shall never be "servands nor tenands to Jhone Salkeld nor take his parte"; also that if it ever be proved that the said "Henry Walkar or hys childyr was at the betyng of Wyll Wylkynson in Butterwyk or brekyng of his house or off y^e housys of Wyll Nobyll or Sandgate or consented thereto" they are to abide Thomas Sandford's award.

A more formal deed of 24 April, 1469, retains John Clebburne of Banton to attach himself as "comyn and belefte mann" against all "oder men in pease and wer except the Kyng, and Rowland Clybburn his own fader w^t all his own breder and Sir Thomas Curwen hys fader in law w^t all hys chylde." This belongs to the Cliburn history and I hope to give it later. Deeds like these are revelations of what men of position had to have recourse to in self defence in lawless times of inefficient governments. The lawlessness even showed itself in the garri-sons of Carlisle wherefrom soldiers attacked the manor houses and castles, as is shown by the early Chancery Records.

As a previous instance in the Lowther charters of the earlier sort of indenture of "service," there is one which I may mention between Roger de Clifford, lord of Westmorland (26 Oct., 1379), and John de Lowther retaining him for a whole year to attend Thomas de Clifford son and heir of Roger and to look after his servants, his horses and his attendants at a payment of £10. This is

in Norman French. He was to take Thomas to wars if wars happened and the pay and bounty of the king were assured; was to account to Roger for all receipts, coin or other (including captures), and he and his valet and his horses were to feed at the expense of the lord. There is a wide difference between this and the later retaining indentures and services. There is no hint of local frays, no restrictions against neighbours, none of the signs of internal feud and misgovernment that occur in the later indentures.

The local feuds went down to the "yomen" too, as well as those above them. There is a bond of 1 May 1469 of the Gybson family of Bampton Grange, in which Sir Thomas Curwen and Thomas Sandford are to be arbitrators in a quarrel between the Gybsons and the family of Bacster of Bampton. Part of this deed is torn away and the causes of the quarrel remain unexplained.

In 1471 comes a deed of lease of the "led zatte,"* whatever that means, now Lea Yate, in which Thomas Sandford and his son William are united. The holders were a family named Zate [Yate]: and in the same year a bond to abide by award as regards boundary between Thomas Sandford on one side and Christopher Lancaster of Nether Hertsop, Christopher Lancaster of Over Hertsop, Geoffrey Lancaster and John Lancaster of Wainbredhalse on the other, with especial reference to a place at Ellerbek "late John bek"—to abide by the award of Henry Hoton, esquire, Thomas Hoton of Medil Scogh, Gyfferay Threlkeld, Christopher Lancaster, Thomas Wyber and William Lancaster, or five of them. Next year is a bond by Thomas Sandforth and John Musgrave of "Edynhal" given to Sir William Parr and Sir John Parr, knights, to abide by award in a longer quarrel, one

* This is first mentioned in a Bampton document of before 1291; and will come up again in the Cundal history. Much the same is the case with several other Bampton local names.

between Thomas Sandford and John Salkeld. And again in 1475, Thomas Sandford is arbitrator in a local dispute between John Langhorn of Helton dale, Robert Hogson, John Nobill and Robert Langhorn and the family of Zate [Yate], and two indentures belong to this. Again, 8 January, 1477, William Nobill, senior, of Butterwick and William Nobill, John Nobill son of William, William Lancaster of Emotbryg, Wylliam Langhorn of Helton Flechan and John Nobyll of "Gnybe" are bound to Thomas Sandford to abide his award—but the document is illegible in the portion which should tell the cause.

The strife between the Sandfords and the Salkelds shows an indenture made at Zhanwyth [Yanwath] 4 May, 1477 (*Appendix IV*), which should have been the end of that long feud; and the release of Measand by Agnes Salkeld and Hugh follows on 24 June, 1480; but documents show that a pardon was given by Henry VIII. on 4 August, 1529, to John Sandforth "late of Apulby," and Thomas Lawe "late of Askom," for slaughter of Henry Salkeld, and in 1536 the king appointed justices of Assize to take the case of novel disseisin brought by Robert Sandford against John Salkeld and William Lancaster about tenements in Bampton Cundale.

Of 1477 also, 20 March, is a document in English quite as interesting, were there space to give it, which shows an attournment by John Wylkynson and his son, of "Buttyrwyk," to Thomas Sandford and William his son on the understanding that Thomas and William will maintain their cause in recovery of John's "place" in Heltondale against Robyn Wylkynson "as fer as ryght and law wyll." "The reule and governance the profyttes and awayllys * y^t may grow by y^e gryssomys theroff duryng thayre ii lyfes" to be also the Sandfords', "who sall be

* Avails, benefits, an obsolete noun.

tendyr maystr to thame as they er to odyr off thaire awne tenands." Another addition to the Sandford lands is interesting because it shows surnames in the process of being formed :—Thomas Robynson of Herbewaynes, son and heir of Robert Thomson, late of Quayle, grants the tenement in Heltondale (Bampton) lately in the tenure of Robert Wylkynson. Here are four generations, Wilkyn, Robert, Thomas, Robert and three ways in which their surnames were taken. This deed is witnessed by Thomas Wyber, Hugh Camberton, vicar of Bampton, Henry Langhorn, John Wath "and others," 14 October, 1478. Other branches of the same family of Wylkinson seem to come in a contemporary deed of John Wylkynson of Penreth, son of John Wylkinson once of Butterwick, who had owned the same tenement, viz. : "le Herdkyn in Heltondalle" (Hardken), and here the surname is not in flux. Wyllyam Nobyll had lately been the tenant. John son of John Wylkynson "the wryght" holds it by gift of Thomas Sandford "zeldyng zerly to Tho. Sandford & his ayres" "all sweche boneday werkys as hathe bene customed to wyrk for the same place." If John Wylkynson does not choose to live there other tenants may be put in, provided that John and his heirs have a rent of 6s. 8d. yearly from it; and distress for lack of payment can be taken from the land in Butterwyk and a place in Rughole belonging to the Sandfords. John Wylkinson had a son who was parish clerk of Bampton, who by the arrangement above was to have 10s. at the decease of Thomas Sandford or that of John Wylkinson his "fader"; which matter and 5 marks settled the fate of Herdkyn, from which the "Abbott of Schapp and the conventt chefe lordys of it have 12^d by zere and multyr to theyre myln in Bampton att 20 bussells."

What had happened untoward in 1484 I have found nothing to explain; but trouble is implied in a grant by Thomas Sandford of all his goods "living & dead" to

be held or sold, goods and chattels all, by Christopher Lancaster, John Musgrave and Thomas Wibergh, and disposed of as they thought best. John Musgrave was first cousin of his wife, and presumably Christopher Lancaster and Thomas Wibergh were also relatives. But the days of Richard III. were dangerous days.

In 1488, Sept. 15, is a bond to keep the arrangement between Thomas Sandforth and John Layburn for the marriage of Edmund Sandforth, son and heir of William, son to Thomas and Ann Layburn, daughter of John and Isabel Layburn. The bond is between Christopher Curwen of Wirkington, William Thornburgh of Hampsfell and Thomas Wibergh of Clifton. Edmund was to marry before Michaelmas next and Thomas Sandford was to "find" the said Edmund "at his own proper costes" "to the tyme he be complete xvi." years of age. But either the marriage did not take place or the death of Ann came soon. For in 1497, May 9th, Thomas Sandfurth and John Musgrave, kt., and Christopher Lancaster granted "their mill of Askom," two tenements held by a family named Kendale, two in Little Asby, one in Askom called "Powledone," one in Helton called "Stokethwayte" and one cottage in Gnype, of all which they had evidently been made interim feoffees, to Edmund Sandforth and Elizabeth his wife. The witnesses were "Sir Thomas Dakere, Sir Christopher Moresby, and Anthony Crakynthorpe, and others." Elizabeth seems to have been Elizabeth Warcop.

Margaret Musgrave, daughter of Thomas Musgrave and Mariota Stapleton, who had been married to Thomas Sandford about 1456, early in life, in the year in which her father died, passed away in 1508, and John Crackenthorp of Newbigging and Thomas "Cliborn" were her executors and gave a quitclaim to Edmund Sandforth on 9 March, 1509, disclaiming all possible actions they might bring against him. On 24 August, 1513, Edmund

granted the manor of Askom to Thomas, Lord Dacre, Ambrose Crackenthorpe, John Culwen, doctor of Theology and rector of Workington, John Crakenthorpe and John Coldall that they might fulfil his last will ; and William Lancaster and Thomas Clybburn were his attourneys to give seisin. John Wylson, vicar of Askham, amongst others witnessed this.

Direct records henceforth for some years cease. In 1525, May 3, Thomas, Lord Dacre wrote to Cardinal Wolsey a letter which gives the information that "one Hughe Cliburn son to Thomas Cliburn gentleman and orders his brether & kynnysmen cam unlawfully to the manor place and dwelling hous of a kynnysman and householde servant" of his "named Thomas Sandforth of Askom and notwithstanding the proximitie of blode whitch the said Hughe standeth unto the same Thomas Sandforthe, against the law of god right and good conscience, between the hours of nine and ten of the night, friday before Purification [Feb. 2] riotously and foreseably tooke Grace Crackenthorpe wif unto the said Thomas Sandforth because she is an inheritour. And her kepes wrongfully as furdre apperith in the bill of complainte presented in afore youre grace by Elysabeth Sandforth moder unto the said Thomas." He asks Wolsey that she may be restored to her husband again (*State Papers, Dom.*, vol. iv., pt. 1, 17 Henry VIII). This Thomas was son of Edmund. Edmund was dead (he died 1518) and it does not make this evil deed any the better that Hugh and his father Thomas Cliburn were bound to Elizabeth Sandford, widow, in £40 sterling (3 May, 1523) that they would keep and truly perform and fulfil all such "articles commands, condicions and agreements specified and contened in a pair of indentures concernyng the services & wags [wages]" of the said Hugh who was thus at Askham Hall, which had not then had its alterations, as her retainer. Grace was she through whom her third

son, Richard Sandford, succeeded to Howgill, as is plain from the deed of Anne, wife of her eldest son Thomas, which I give later.

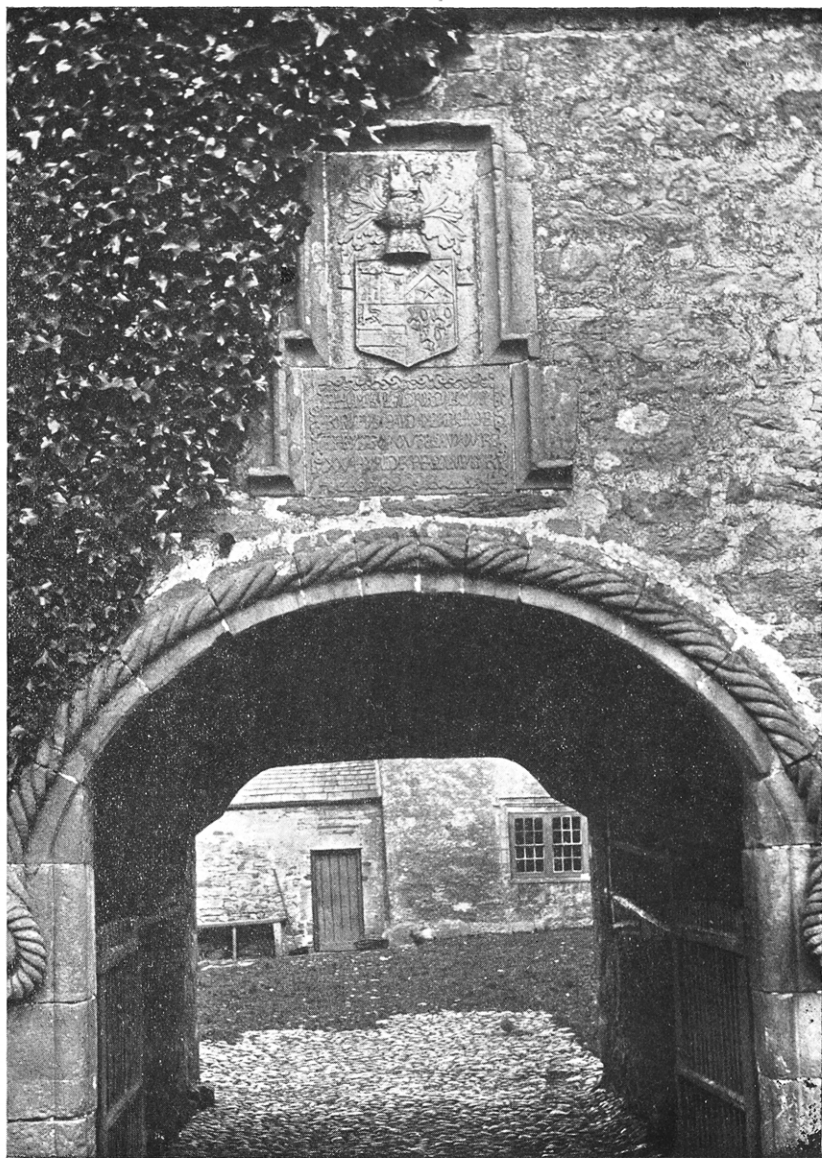
In 1544 is a receipt given by Elinor, Countess dowager of "Rutlande," Sir Richard Manners, Sir John Chatworthe, kt., Augustyn Porter, Harry Digby and Robert Thurstone, executors of the last will and testament of Thomas Earl of Rutland, to Lancelot Lancaster and "Michell" Hudson for £320 13s. 4d. for the purchase of the parsonages of Barton and Askham—that is, the rectorial endowments. Elizabeth, widow of Edmund, dying in 1560 left a will made at Greystoke where she was living on 11 February of that year. She wished to be buried at Askome in the parish church; bequeathed to her daughter Dorothy Dudley her "aparell, 2 gowns, 3 kirtles, 1 velvet bonethe, 2 front clothes, 2 fether beds with 2 pair of sheets, 2 pair of blanketts, 2 coverlets and 2 bolsters." Everything else that she had, after debts, legacies and funeral expenses were settled, was left to Thomas Sandford her son, of "Askome," her sole executor.

The Sandfords had now reached and were passing the summit of their prosperity. In possession of two of the notable "pele" strongholds of Westmorland, Askham Hall and Howgill—each of the two having the rare straight staircase from the entrance door made in the thickness of the walls to the upper storeys and continued thence presumably by newel to the battlements—as well as a fair estate, it might look as if a greater future was before them. But the Elizabethan fever of expenditure in building came on Thomas Sandford, as it did on his kinsman Richard Cleburne and at costs to each of them so great that their decline began. Thomas Sandford no more built Askham Hall than did Richard Cleburne build Cliburn Hall. They simply added, altered and expanded. Both were evidently copying what had been done by Christopher Crackenthorpe (who was in one way or other

kinsman or connexion of theirs) in 1533, and apparently in a wiser way. There is no record of Sandford being persuaded to spend much on purchasing an estate in another county as there is of Cleburne. There is no intimation that I have seen of sympathy or help given to Mary, Queen of Scots, after her landing at Workington and of trouble that ensued then or afterwards on that account, as there is of Gerard Lowther the elder and Richard Cleburne. In the Sandford case it seems to have been very costly expenditure on the house which got them into financial straits. This at least one judges from documents—the will of Thomas, quoted in *Appendix VI.*, the deed made by Ann (Hutton), widow of Thomas, in 1576, and the indenture between the next Thomas Sandford and Richard Sandford of Howgill of 1589, which I give in *Appendix VII.* and *VIII.*, as well as by the Inquisitio post mortem of 1631 from which I give portions containing particulars of the history, as well as a digest of this last (*Appendix IX.*).

Thomas Sandford died when his son was only 9 years old and whilst his enlargement of Askham Hall was still in progress; he was buried on 6 July, 1574, having completed, possibly, the gateway which has the inscription of that year. In 1576,* on January 9, his widow Anne executed the deed mentioned, containing amongst other things an inventory of furniture of the Hall, apparatus of kitchen and dairy, farm implements and stock, all that had been left in her hands, accounting for all which she was purposing to hand over to her son Thomas on his attainment of full age; business-like and interesting it is, a revelation of what the houses of that class in the Elizabethan age held. She chose as trustee to act with those appointed by her husband (Humfrey Musgrave, his cousin, and Richard Sandford of Howgill, his uncle), Alan Bellingham of Levens, husband of Dorothy, sister of her

* New style: old style, 1575.



ASKHAM HALL.

GATEWAY AND 1574 SHIELD AND INSCRIPTION.

The present position of the oldest shield, Helbeck, &c., is in the kitchen wall a little to the left of the shed shown in the left-hand corner of this.

Phot. by Col. F. Haswell.

TO FACE P. 196.

husband and of Richard Sandford. A document signed by this Alan exists acknowledging the receipt of £50 in completion of the payment of 600 marks which Thomas Sandford, father of Thomas, Richard and Dorothy, had covenanted to give him with his daughter Dorothy, dated 11 Nov., 1562.

One asks oneself why so long before Thomas her son was to be of age—he would not attain majority till 1588, since he was born 6 June, 1567*—Anne Sandford executed this deed. But the secret is revealed by an entry in the registers of Askham,* dated January 10, 1576, the day after the execution of the deed, telling that Mr. John Myddelton and Mrs. Anne Sandford were married on that date. Of this marriage I had met with not even a tradition elsewhere. But that Mr. John Myddelton lived at Askham afterwards is shown by two other entries in these registers. One in 1586, which is imperfect but says that the division† of Askham field was begun by Mr. John Myddelton and Anne his wife, then; another, which is of 1587, tells us that the division of Askham field was finished by Mr. Thomas Sandforth (he was then in his 21st year); and a third, which tells in 1588 that the first crop after the division was gathered in that year. Mr. John Myddelton seems to have been a widower: at any rate in 1580, Anne Myddelton was married at Askham to Richard Threlkeld gentleman, and Mary their daughter was baptized there, 10 September, 1583, and buried 12 August next year, and Mr. John Myddelton was godfather to Margaret, Thomas Sandford's eldest child. Another entry also may be a link; Mr. Thomas Dudley and Mrs. Frances Myddelton were married 30 January, 1597, the child very likely of

* *Askham Registers*, transcribed by Miss Noble and published by her through Bemrose & Sons.

† This was apparently the division for the jointure of Anne according to the will of Tho. Sandford, her first husband.

the two, John Myddelton and Anne who had been widow of Thomas Sandford. Thomas Sandford her son in 1589 made over (see *Appendix VIII.*) Milburne Grange to his relative Richard Sandford of Howgill for £200; his other agreements, as the *Inquisitio p. mortem* tells us (*Appendix IX.*), show great financial strain. This we shall see in the Appendix more clearly.

On 10 March, 1589, was a covenant between him and John Middleton of Carlisle (his stepfather evidently, who would leave when he came into full possession) and Robert Wetherington of Plesley in Northumberland, making them trustees of Settarah park and 4 messuages, &c. in Helton, value £42 7s. 2d., as his own marriage jointure or endowment, to be his and his wife's (Martha daughter of John Witherington) for life of the longer liver and then entailed on his heirs male. The trust thus became fee entailed after they were "seised" by the Trustees. Then on 13 April, 1597, he made an agreement with Ralph Ashton and John Townley, son and heir apparent of Bernard Townley of Heretwood [? Harwood] in Lancashire, by which he handed over to these, their heirs and assigns the manor of Askham and all lands and tenements in Askham and Helton except those of his marriage jointure—all that had been his father's and his grandfather's—for 80 years, if Richard Townley, son and heir of John Townley of Townley, or Jane his wife lived so long. This must have been for money on loan or mortgage, for the Inquisition tells us that Askham Hall was of no value (to its real owner) till this grant or lease came to an end. He had nine children, three of whom were sons. His eldest son and heir was buried (*Askham Registers*) 28 January, 1607; his second son was born and buried in 1595; his last and 9th child was John. Thomas died 27th September, 1630, and this John who succeeded him was buried on 28 December in that same year and the *Inquisitio post mortem* was held

after his death. Before his father died, namely on 22 August, 1625, when he would be more than of age,* he seems to have been already placed in possession of the manor of Askham. For he had an indenture drawn up with his relative Richard Sandford of Howgill by which for £270 he sold to Richard and his heirs all his manor of Askham: Richard on the same day had with him another indenture in which they agreed that if John, within 8 years, should pay (back) £270 in one payment and keep all the provisions of the former agreement, then the former indenture of sale should be invalid. This would appear not to have been fully done. For on 6 October, 1629, Richard, by a further indenture, granted back to John Sandford, Askham Hall with its belongings, tithes of sheaves and grain and hay on the demesne and on the lands of customary tenants (not the freeholders), the mill of Askham and £4 mill rent, for 1000 years. And John and his heirs were to give to Richard and his heirs and assigns £28 4s. at Howgill at Michaelmas every year. Thus John died in "possession" [*possessionatus*] of these and "seised" of a moiety of Helton and of Seterah park which Martha his widow held after him. The moiety of Helton, held of Francis, Earl of Cumberland (Clifford), by military service (cornage) was worth, after the grant to Ashton and Townley should come to an end, 14s. 4d. Seterah park after Martha's death, held also of Clifford by the same service, was worth £6 os. 4d. The moiety of Helton and the advowson of Askham after that same grant came to an end would be worth £5. And Askham Hall, held also by military service of Clifford, was worth nothing until the term of the grant to Ashton and Townley was ended and after that, £28—the amount which was

* His baptism is not mentioned in the Askham Registers, but he would be born and baptized about 1588 or 9, when, as Miss Noble's note reminds us, the Plague was devastating the district, and his mother probably was elsewhere for safety.

to be given to the Sandfords of Howgill, yearly, all but 4s.

Thomas, John's son was, when John died in December 1630, two years and 8 months old. Maria Sandford, John's widow, and Martha Sandford his mother were still living and he possessed nothing else but that detailed in the Inquisition.

Thus till about 1677, if Jane Townley lived so long, practically the revenues of the Sandford family of Askham were only those of the jointure of John's father and mother; and after that the Askham estate was crippled by the Howgill payment.

Times change, but much that is in man remains the same.

My thanks are as aforetime due to the Earl of Lonsdale, Mr. W. Little, and Mr. R. Bailey and my friends of the Public Record Office and Major C. Sandford Thompson; also to Colonel Haswell for the photographs and Mr. Rowland I. Robinson for other information.

APPENDIX I.

AGREEMENT FOR BUILDING: A.D. 1341.

Cest endenture fait entre Mons. Thomas Ughtred dun part, et John del Wod de Rypon dautre part, testmoigne qe le dite John ad empris a edifier le mote en le close, le dit Mons. Thomas joust yevers le tout entour si pres le fosse tout com le dit Mons. Thomas le wolt edifier a son perille ove un pount tretise et une chambre a defens de la long de trent pietz ove un garderobe; et tout le meryn sera de cheyn bon et covenable de porter pier. Des quex mesons une sera graunge de la long' de tout le mote, et le postes de la long' de xvi pietz estre les bases de pier, et les balkes de xx pietz, ove deuz elynges acordanz, et un sale joust la chambre ove les postes de la long' de xvi piez e les balkes de xx piez, et les postes et les balkes des autres mesons de offices serront de mesme la long' si le dit Mons. Thomas le wolt, et les pannes et les postes au tizon seront de leaes et espesse solonc le scanteloune fait enter les parties. Pour quel overayn lealement

fair et perfourmer devant la feste de la purificacion de notre dame procheyn avenir, le dit Mons. Thomas dorra au dit John onte marcz dargent ove une robe de soue ove toutz les garnementz a paier en mayn quaraunt souz et a la fest de Saynt Martyn XL souls, et quant le overayn sera perfourmy deus marcs et la robe. Entestemoignaunce des quex choses les avantditz parties entrechaungeablement ount mis lour seales. Done a Brandesby le Mardy procheyn devant la fest del exaltacion de la Saynt Croice lan de notre Seign' M^cCCCXLI.

Endorsed—le scantelon de leesse et del espossour del meryn demort devers Hen. le Stedman et est merche de purlens (?) de la sale Mon^r Tho^m Ughtred en Everwyk.

This indenture made between Sir Thomas Ughtred on the one part and John del Wod of Rypon on the other testifies that the said John has undertaken to build the chief messuage in the close of the said Sir Thomas according to the plans entirely to the best of his ability and quite as the said Sir Thomas wishes him to build, at his own risk ; with a drawbridge and a room which can be defended of the length of 30 feet with a garderobe ; and all the timber shall be of good oak and capable of carrying stone. Of which buildings one shall be a granary of the length of the whole chief messuage, and the posts of the length of 16 feet above the stone pedestals, and the tie-beams of 20 feet ; with two aisles agreeing in dimensions and a hall next the room (above mentioned), with posts of the length of 16 feet and tie-beams of 20 feet. And the posts and tie-beams of the other buildings for offices shall be of the same length, if the said Sir Thomas wishes. And the compartments and the posts for spandrils (?) shall be of widths and thicknesses according to the specification made between the parties. For the loyal carrying out and completion of this work before the Festival of the Purification of our Lady next ensuing the said Sir Thomas will give to the said John 8 silver marks and a gown of silk with all its fittings ; paying as (first) instalment 40 shillings and at the festival of St. Martin 40 shillings and when the work is done 2 marks and the gown. In attestation of which things the aforesaid parties have interchangeably affixed their seals. Given at Brandsby the Wednesday next before the Festival of the Exaltation of Holy Cross, the year of our Lord 1341.

Endorsement—The specification of the thicknesses and widths of the timber is lodged with Henry le Stedman and is marked of the purlins (?) of the hall of Sir Thomas Ughtred in York.

II.—FIRST WILL OF IDONEA SANDFORD (UGHTRÉD).*

In Dei nomine Amen. Undecimo die Junii anno Domini MCCCCXIV ego Ydonea Oughthrede commorans hac vice apud Craneslee in Comitatu Northampton relicta quondam domini Thome Oughthred militis in pura mentis integritate, debilitate tamen corporis constricta condo testamentum meum ad hunc modum. In primis lego animam meam Deo omnipotenti beate Marie et omnibus Sanctis ejus et corpus meum ad sepeliendum ubicunque Deus voluerit. [Item lego] in distributionem pauperum simpliciter ubicunque poterint inveniri duas marcas. Item in distributionem pauperum et infirmorum indigentium eodem ordine ut prius, ut orent pro me et pro anima Roberti Shirburne et pro animabus omnium fidelium defunctorum xls. Item lego ad diem obitus mei in expensis circa [corpus meum] in pauperibus et aliis necessariis tamen absque pompa mundana X marcas. Item [lego omnia s]upellectilia que habeo in civitate de York Johanni Sandford filio meo. Item [onero] dominum Will'mum Sandford filium meum ut ipse oneret filios suos [et] filios filiorum [ut] exhibeat et exhibeant presbiterum idoneum [(ad celebrandum) in ecclesia de Asko]mbe in perpetuum pro animabus benefactorum nostrorum et omnium fidelium [defunctorum sub pena benedictio]nis mee vel maledictionis

permanserit bene fiat illi. Residuum vero [omnium bonorum meorum] lego et do Roberto Br(ette armigero) et Johanne uxori ejus filiee mee et filiis suis. Item ordino et constricto executores meos Robertum Brette armigerum predictum et Johannem Sandford filium meum ut ipsi ordinent et disponant in omnibus premissis prout videtur illis in melius anime mee coram

dat. apud Craneslee predictam die et anno Domini predictis.

Endorsed

et anno Hen. V. 2^o 1414

and 91.

ABSTRACT OF PROVISIONS.

Clear in mind but weak in body she gives her soul to God the blessed Mary and all the saints, her body to be buried wherever God wills. For distribution to poor people generally 2 marks. For distribution to the sick and needy amongst them that they may pray for her and for the soul of Robert Shirburne and all souls of the faithful departed 40s. For expenses about her body on her

* The portions in brackets supplied from a MS. copy in 18th century hand.

death day and for the poor and other necessities, but she wished no worldly pomp, 10 marks. The furniture she had in the City of York to go to her son John Sandford. She charged Sir William Sandford her son and he was to charge his sons and his sons' sons to provide a fit priest to celebrate masses in the church of Askham for all time for the souls of the benefactors of the family and all the faithful departed. Her blessing if they did this, her malediction if they did not. Residuary legatees were Robert Brette and Joan her daughter, his wife and their children. Robert Brette and John Sandford to be her executors.

The text of the will is now imperfect and torn.

III.—SECOND WILL OF IDONEA UGHTRED: 8 HEN. V., 1420
(now imperfect).

proxim. ante festum nativitatis Beate Marie virginis
 [ego domina Idonea Ugtreth bone et salubris memorie]
 anno Domini MCCCCXX condo testamentum meum in hunc
 modum. In primis lego [animam meam Deo] omnipotenti et
 beate Marie et omnibus sanctis et corpus meum ad sepeliendum
 in ecclesia Sti Petri Leyc^s et meum optimum indumentum
 nomine principal. Item [lego VI ?] libras cere ad ardendum circa
 corpus meum die sepulture mee. Item lego 'quadriginta'
 solidos ad distribuendum pauperibus (misis *) et capellanis
 celebrantibus missas pro anima mea. Item lego quinque marcas
 ad expendendum circa corpus meum die obitus mei. Item lego
 meum optimum lectum de nigro cum tapete et silesio ac cum
 una camera ejusdem secte et cum les curteyns ejusdem lecti
 Idonee Sandeford si me supervixerit, et si non supervixerit me
 quod predictum lectum cum camera prout supradicta est 'ven-
 dantur' et denaria inde recepta distribuuntur pro anima mea.
 Item volo quod totum pannum tam lineum quam laneum simul
 cum omnibus aliis lectis meis vendantur et distribuuntur pro
 anima mea secundum discretionem executorum meorum. Item
 lego matri Roberti Brette omnes togas meas et meas keverchiefs
 et duas tunicas meas si me supervixerit, et si non me supervixerit
 quod vendantur et distribuuntur pro anima mea. Item volo
 quod una pecia argenti cum cooperculo argenteo quod Magister
 Sti Leonardi de Leyc' habeat si me supervixerit et si non super-
 vixerit me quod predicta pecia cum cooperculo argenteo vendatur
 et distribuatur pro anima mea et pro anima dicti Magistri.
 Item lego Johanne filie mee unam peciam argenti sine cooperculo

* Erased ?

si Idonea Sandeford moriatur, proviso semper quod si predicta Idonea Sandeford me supervixerit quod ipsa habeat. Item lego predictae Idonee omnes cistas meas et omnes petras pretiosas vocatas perles et alias petras pretiosas si me supervixerit, et si ipsa moriatur volo quod Johanna filia mea habebit predictas cistas et petras pretiosas. Item volo quod meum optimum mantellum fiat meum principal et quod meum secundum mantellum fiat matri Roberti Brette et quod meum tertium mantellum fiat Johanne filie mee. Item volo quod Robertus Sandford heres meus habeat illas octo bovatas terre et medietatem molendini in Ascombe que nuper pater meus emit de Hugone de Louthur sub tali conditione quod predictus Robertus inveniat bonum capellanum ad celebrandum missas pro anima patris mei et antecessorum meorum in capella Ste Marie de Ascome, et si inveniat quandam distributionem X solidorum pro anima patris predicti Roberti et antecessorum suorum, quod si predictus Robertus ista facere noluerit quod extunc predictae octo bovine terre et medietas molendini vendantur et quod denaria inde reperta ponantur ad usum inveniendi unum capellanum et ad faciendum distributionem superius dictam. Residuum vero bonorum meorum do et [lego] executoribus meis ut ipsi distribuunt dicta pro anima mea prout eis melius videbitur. Et ad istud testamentum bene et fideliter exequend[um] Johem Pukwell Johem York capellan vicarium ecclesie Sti Petri Leyc' et Johem Mael In cujus rei testimonium presenti testamento sigillum meum apposui dat. die et anno supradictis.

Belonging to this, is the following charter ; imperfect :—

[Sciunt pre]sentes et futuri quod nos Robertus Isam de Pucheley et Robertus Brette dedimus et concessimus et hac presenti carta [confirmavimus omnia terras tenementa] redditus reversiones et servitia in comitatu Westmerlande que nuper habuimus ex dono et feoffamento [hab]endum et tenendum omnia predicta terras tenementa redditus et servitia cum suis pertinentiis prout supradictum est predicto [Roberto] de dominis feodi illius prout servitia inde debita et de jure consueta. In cujus rei testimonium huic presenti carte sigilla nostra apposuimus [Hiis testibus] Barton Thoma atte Halle Willo Oxford et multis aliis. Dat. ultimo die Aprilis anno regni Regis Henrici V^{ti} post conquestum Anglie [IX^o].

Endorsed in 17th century hand : " Hen. 5th 9th.

Also endorsed in 18th century hand :

" Robert Isam de Pulkley et Rob' Brace the rest torn but I conjecture the donee was Robert Sandford the grandson and heir of Idonea Oughtred since this Brace was one of her executours and Puthley and Isam are towns in the neighbourhood of Cranesley in Northamptonsh. where she dates her will."

[Cransley and Isham are known in Northants. Pulkley I do not know.—F.W.R.].

PROVISIONS OF IDONEA SANDFORD'S SECOND WILL, 1420.

To God, the blessed Mary and all Saints she bequeaths her soul. Her body to be buried in St. Peter's church of Leicester,* and her best cloak is her principal †: six pounds of wax (for lights) to be burnt round her body at her funeral: 40^s to be used in distribution to the poor and to chaplains for celebrating masses for her soul, and 5 marks for other expenses of the funeral. Her best bed of black with its cover and silesian linen and a "camera" of the same suite and the curtains belonging the bed to go to Idonea Sandford her daughter, if she survived her; if she did not, these were to be sold and the money received, distributed for her soul's good. All woollen and linen furnishings and all her other beds to be sold and distribution made for her soul's good according to the discretion of her executors. To the mother of Robert Brette ‡ she leaves all her gowns and kerchiefs and two coats if she survived her: if she did not these were to be sold for the good of her soul. A piece of silver with a silver cover which the Master of St. Leonard's hospital of Leicester has, to be his if he survived her: if not it was to be sold for the good of her soul and his. Her daughter Joan to have a piece of silver which had no cover, if Idonea did not survive her; Idonea, if she did survive her. Idonea to have all her caskets and all the precious stones called pearls and all other her precious stones. Her best mantle to be (as before) her principal, her second best to go to Robert Brette's mother, and her third to her daughter Joan.§ Robert Sandford her heir to have the eight bovates and moiety of the mill in Askham which her father bought of Hugh de Lowther on condition that he finds a good chaplain to celebrate masses for the soul of her father and her ancestors in the chapel

* A church now demolished and the parish with two others merged in All Saints.

† Chief mortuary gift.

‡ Son of Robert Brette of the former will.

§ This appears to be a slip. Robert Brette's mother was Joan.

of St. Mary of Askham and keeps up a distribution of 10^s for the soul of his father and his ancestors. If he does not do this, the bovates and the moiety of the mill were to be sold and the proceeds devoted to providing a chaplain and carrying out the distribution. The remainder of what was hers to be distributed as her executors thought best for her soul's good.

Digest of the charter of Robert Is(h)am and Robert Brette. They handed over to [Robert Sandford] all lands, tenements, rents, reversions and services, which were theirs by the gift of [] for him to hold of the chief lords by the usual services. That is they put him in seisin of his inheritance of Askham.

IV.—AWARD ABOUT THE SANDFORD AND SALKELD DISPUTES :
4 MAY, 1477.

This indentur made at Zhanwyth the fourth day of May in the zher of the reynn of Kyng Edward the iiiiith after the conquest of Yngland xvij wytnes y^t wher certen wariaunce and dyscord of lang tym has beyn mevyd and had be twyx Thomas of Sandford of Askom, squeher, his brether, frendis tenands and servants upon the ton partye & John of Salkeld of Golber squeher late deseset, his brether, his sonns, frends tenands and servants appon the todyr parte for the whilke wariaunce and all other mevet be twyx the parteis a for sayde fro the begynnyn of the ward * to y^e daye of the present wrytyng exceptyng for a place in Mesande that stands in variaunce betwyx the sayd Thomas of Sandfourd and Anne the wyfe of the sayd John of Salkeld and How of Salkeld hyr son for the ryght and the clame of the whylke place the parteis a forseyd are boundyn to abyd the ordenaunce dome and award of Sir Launslet Threlkeld knyght, the seyd parteys hase fundyn suffisant surte by ther several obligacons of rooƿ to abyd the ordinance dome and awarde of us Sir Lanslot Threlkeld knight Richerd Hoton of Hoton Rufe and Willm of Loncastrer of Emot bryghe jentylmen, querapon we the sayd Sir Launslet, Richard and Willm has cald a for us bothe the sayd parteis and wel consavyd and onderstand ther complantis answers and excusatones the whylk by us wel consavyd herd and onderstand[ed], ordanys demys and awards in the furme that after folowis that is to saye that the parteis afforsayd [on] and oder of them be trew and fule frends for all materys of grewans don afor the date herof also we award the said Thomas

* For "ward."

Sandford therby to be dischargyd of al maner of payments be for to hym awardit to paye a fore the dayte of the present wrytyng to the sayd John of Salkeld or to any of his frends tenands or servants, also we award the said Thomas of Sandford to content and satisfye upon his awn proper coste as it plese hym al hys frends tenands and servants or oders hym belongyng for any hurt or hurts as wel dede of men mayns as other do unto theym be the sayd John of Salkeld or any other of his parte for his maters, also we award Anne the wyfe of the sayd John of Salkeld his brether his son his tenands and servants to content and satisfy of their awne proper coste, as it plese them al the frends tenands and servants or odyr there belongyng for any hurte or hurtys don to them as well mene dede manys as oder by the sayd Thomas of Sandfourd and his partie for his maters, and for so mekyl we understand diverse and gret hurtys done unto the sayd Thomas of Sandfurd and to his parte by the sayd John of Salkeld of Golber and his parte the wylke was never as yet corectit ne amendit by the said John ne no nother on his parte ne hym belongyng, therfor we order deym and awarde Anne his wyfe his brether his sonnes his tenands and servants to pay or make to be payt unto the said Thomas of Sandfourd or to his assygnes £10 of lawful money of Yngland that is to saye at our Lady day y^e assumpton next comyng after the date herof 5 marks and at the Assumption of our Lady the nexte folowyng 5 marks in full contentaton and satisfaction of al hurts and grievauce done afor. Gevyn under our Selys daye and yere aboun sayd.

Endorsed—17 Ed. IV., 127.

V.—INQUISITIO POST MORTEM CHANCERY SERIES 2, Vol. 140.
no. 195. ABSTRACT. THOMAS SANDFURTHE DECEASED.

Taken at Shapp 26 Sept., 6 Elizab. (1564) by Alan Bellingeham and others Commissioners. The jury Henry Crackenthropp, Esq., Geo. Salkelde, Tho. Hilton, Edw^d Byrkbek, Miles Skayffe, Robt Skayffe, Robert Berton, Reginald Dobson, Henry Browham, John Herteley, John Baynebrigge, Christof. Baynebrigge, gentlemen, stated on oath that Tho. Sandfurthe died seised in demesne as of fee of the manor and rectory of Ascome and the tithes of grain and hay and the advowson of the Vicarage, also of a moiety of the manor of Hilton Flekham, with a park there called Setteroo parke, of a moiety of the tithes of grain and hay of Hilton Flekham parcel of the rectory of Ascom, also of the manor of Little

Assebye and 3 messuages in Gt. Assebye* ; also of a moiety of the manor of Knype and of 3 messuages in Banton called Measande and of one messuage in Banton called Cawdell † and of 6 messuages called Banton Skewes and of 5 messuages in Banton called Butterwykke and of one water grain mill there called Bekfoote milne and of one messuage in Barton. Also of the grange of Milneburne purchased of William Foorde in 1544 formerly belonging to Shapp Abbey. This manor transferred to him and Grace his wife and his heirs and assigns together with a messuage in Dufton ; to him as of fee and to Grace as of free tenement : and by a deed of 27 November 1563 he granted these two " at ferm " to Richard Sandfurthe his younger son to have and to hold for 60 years after the death of Grace, Richard's mother, paying to Thomas his and her eldest son and his heirs 5^s yearly. Grace, they stated, was still living and held the Grange and the Dufton messuage. Also they stated that Thomas Sandfurth made a will on 20 Oct., 1563 wherein he left to Richard his " watter coorne milne called y^e Bekfoote milne " of the yearly value of 40^s and his lands and tenements in Measande val. 28^s, three tenements in Mikill Asseby val. 30^s, one tenement in Barton (held by John Dawson) val. 7^s 8^d yearly, one tenement in Banton Skewes called Cawdell val. 10^s 8^d, one other held by Wm. Whitehede, 6^s 8^d, and one by Wm. Yates 8^s : these were to be held by Richard during the life of Grace his mother but the usual services were to be paid to Thomas and his heirs. After the death of Grace, Richard was to have Little Asseby during his life. Grace for her jointure or dowry (one-third) was to have the manor of Little Asseby, the tithe corn and sheaves of Ascome (except from the demesne) and the full third of all his other manors, and his lease of the herbage of Lownethwayte, and was to have " lodging " at Ascome Hall. The residue of his manors &c. and the reversion of the manors granted to Grace and Richard, after 60 years, were to go to Thomas and his heirs—remainder in case of failure in turn to the younger brothers of Thomas—Henry, Richard and Edmund and their heirs, and last to the testator's right heirs. The manors of Ascom, Hilton, Knype and Little Asseby and the tenements in Banton were held of Henry Earl of Cumberland by military service : Ascom val. £20 yearly Saterhoo Park £6 13s. 4d. the rest of the moiety of Hilton £10 2s. 2d.

* Occupied by John Rolandson, Nicholas Rolandson and Nicholas Robertson.

† Occupied by John Wuys.

the moiety of Knype £3 7s. 4d. ; Little Asseby £13, the other tenements above 59^s and Butterwyke over and above the mill £3 5s. 8d. all held of the Earl. The rectory of Ascom and Milburn Grange held of the Queen in chief by military service, the messuages in Gt. Asseby of Anthony Knype, the messuage in Berton held of L^d Dacre as of his manor of Berton by suit of court. He died 4 Jan^y 6 Eliz. (1564) : his son Thomas aged 26 and more was his heir.

VI.—INQUISITIO POST MORTEM. COURT OF WARDS AND LIVERIES Vol. 15, no. 55 and CHANCERY SERIES 2 Vol. 167 no. III (abstract).

THOMAS SANDFURTHE DECEASED.

Held at Shap 5 Oct., 16 Eliz. (1574) by Alan Bellingham and Henry Crakenhorpe esquires and Tho. Braythewayte gentleman Commissioners. The jury, Lancelot Puckeringe, Esq., Edmund Dudley, Geo. Salkeld, John Wharton, [] Machell, Tho. Wiber, Geo. Hudson, Henry Backus, Nicholas Lowghe, Edmund* Sandfurthe, Ambrose Lancaster, John (or Jenkin) [], [] Backus, John Crakenthroppe, Miles Skaife, Peter Browham, Hugh Warcopp, Rob^t Skayfe and Barnaby Machell, gentlemen, stated on oath that Thomas Sandfurthe was seised in demesne as of fee of the manor and the tithes of grain and hay of Ascome and of the advowson of the vicarage : of a moiety of the manor of Hilton Flekehame, with Sattero parke and a parcel of land called Parkland and a close called Stockwathe : of a moiety of the tithes of grain and hay of Hilton Flekehame, of four messuages belonging to the manor of Hilton in Hilton dale in Banton (John Holme, Thomas Langhorne, John Wilkenson and Edmund Holme, occupants) ; three in Measande in Banton (Hugh Bowman, Thomas Hudson and Roger Salkeld, occupants) ; 8 in Banton Skewes (John Whiteheade, John Jackson, Hugh Noble, John Noble, Hugh Yate, John Yate, Willm. Yate and John Denyson occupants) ; three in Butterwicke (Edmund Noble, Hugh Langhorne and John Sutton, occupants) ; one and a mill at Beckfote (Henry Langhorne) : four messuages in Gt. Aseby, one in Barton and one in Dufton ; of a moiety of the manor of Knipe ; and of the reversion of the manor of Little Aseby after the death of Richard Sandfurthe his brother who held it for life

* This would not be his brother Edmund, but a more distant relative, Edmund of Helton, who had a brother John (Lowther documents) living in 1564.

free of rent; of the reversion of Milneburne grange after 60 years for which 5^s was paid yearly; and that Thomas Sandfurthe so seised, granted by charter to John Middleton, gentleman, all his part in the manor of Hilton Flekeham called Settero parke and "le Parkland" and the wooded close called Stockwathe, the messuage in Banton and Butterwick and the Beckfote Mill and the messuages in Gt. Asseby, and all the tithes and sheaves of Ascome (those of the demesne excepted) and common of turbary and pasture in Hilton, unto him and his heirs for the use of Anne Sandfurthe his wife for her jointure (17 Aug., 8 Eliz. 1566) * Of all these he had been seised by a charter of 27 Hen. VIII.; and they stated that Anne was still living, that Tho. Sandfurthe also in 1570 by charter and Final Concord granted the advowson of Ascom for the first two vacancies to John Middleton. Also that Tho. Sandfurthe made a will whereby he was to be buried at Ascome where his father and mother lie, his cousin "Mr." Humfray Musgrave and his brother Richd. Sandfurthe were to have his chief messuage at Ascome and all his demesne lands and closes and tithes and the tithes and sheaves of Hilton and so much more of his lands at Ascome as amounted to two parts till his son Thomas came of age, to pay his debts therefrom (12 June, 1571—13 Eliz.). The manor of Ascome (worth £20 yearly) they stated was held of Anne Countess of Cumberland by military service: the tithes of Ascome and Hilton (worth £6 13s. 4d. yearly) and the reversion of Milburne Grange (Lancelot Langhorne occupier) worth £7 (after 60 years) were held of the Queen in chief, by military service. The advowson of Ascome was worth nothing. The moiety of Hilton (£8) and the park of Sattero with its close (£6 13s. 4d.); the messuages in Hilton dale (47^s 2d); the messuages in Measand (28^s); the messuages in Banton Skewes (£3 1s. 5d); the messuage in Butterwicke (12^s 2d) the messuage with mill at Beckefote (5^s †)—all held of the Countess: the messuage in Gt. Asseby held of Anthony Knipe in socage (30^s); and the messuage in Barton of the manor of Barton in socage (7^s): the moiety of the manor of Knipe held of the Countess by military service (£3 7s. 8d.). The manor of Little Asseby (when it reverts) worth £130 4s. held also of the Countess. Thomas Sandfurthe died 1 July, 16 Elizab. (1574) and Thomas Sandfurthe his next heir was aged 9 years and 1 month.

* Married to John Middleton after the death of Thomas Sandford.

† Apart from the value of the mill apparently.

VII.—DEED OF ANNE SANDFORD (born Hutton) WIDOW: 9 JAN.,
1576.

To all Christian people to whome this present writinge Indented shall come to be seen red hard or understood Anne Sandfurth of Askhame in the Countie of Westmorland, widdowe, sendeth greting in oure Lord God everlastinge ; Know ye me the said Anne Sandfurthe for divers and sundrie causes me movinge, and specially for the good love and naturall affection that I beare to my deare and naturall sonne Thomas Sandfourth of Askhame afforesaid have geven and granted and by these presents do give and grant to my said sonne Thomas Sandfurthe and to Alan Bellingham, Humfray Musgrave and Richard Sandfurth esquires to the onely use and behoffe of the said Thomas Sandfurthe the custodie wardship and marriage of the said Thomas Sandfurth * : To that intent that the said Thomas Sandfurth shall and may at his frewill and pleasure have his mariage frelie to be made and chosen by hymself and the commodetes and valewe he can mak of the same, so that in matchynge hymself he do it orderlie and tak therein the advice and counsell of me y^e said Anne Sandfurth his mother yf I be leveinge at the tyme of his said marriage, whereby the same may be made for his good and my frendskep. Otherwise the same to be made at his frewill and election. And whereas Thomas Sandfurth late of Askham deceased late husband to me the said Anne Sandfurth and father to the said Thomas Sandfurth did by his last will and testament give and graunt two parts of his lands to his deare freinds the said Humfray Musgrave and his brother Richard Sandfurthe esquires duringe the minoretie of his said sone, which two parts the Quenes part in right of his said sonne and the joynture of me the said Anne Sandfurth allowed doth amount yerely to the somme of Fivetene pounds, I the said Anne Sandfurth do by thes presents covenant and grant for me myne executors and administrators and assignes to and withe the said Alan Bellingham Humfray Musgrave and Richard Sandfurthe and to and with everie of them theire heires executors and assynes that I the said Anne Sandfurth myne executors or assynes shall during all the said mynoretie and none age of my said sonne pay and bestowe or cause to be paid and bestowed the said somme of

* The custody and marriage must have been purchased by her from the Cliffords, or she could not grant it. That of Thomas, son and heir of Edmund his grandfather, had been sold by Thomas Clifford to Christopher Dacre for 100 marks. Dodsworth gives this.

Fiveteane pounds yarely upon beweldinge and fyneshinge of the newe house at Askhame begune by the said Thomas Sandfurth my said late husband and upon other newe works necessarie to be done about the said howse of Askhame, and for the surplusaige thereof yf any there be to make a just accompt of the same to my said sonne at his full aige of 21 yeares. And then shall pay or cause to be paied to my said sonne the surplusage of the same remayning then not bestowed as is aforesaid to the use and com-mo-dietie of my said sonne, and further I the said Anne Sandfurthe do covenant and graunt me myne executors administrators and assignes to and with the said Alan Bellingham Humfray Musgrave and Richard Sandfurth and to and with everie of them theire heires executors and assignes that I the said Anne Sandfurth my executors or assignes shall give grant assure and deliver to my said sonne Thomas Sandfurth at his full age of 21 years such or so muche goods in all kynds and sorts in effect " * as Thomas Sandfurth my husband had at the tyme of his death " as particulerlie doth followe, that is to wete A chaine of gowld, two silver salts, twentie and thre silver spoons, two pewter salts wth all suche implements in y^e buterie as is nowe at this daie furnished. Item tenne fedder bedds tenne bowesters and pillowes tenne pillowbers † thirtie and six blankets twentie coverlets six mat-trases and canvas bedds, six bowesters six happings ‡ fortie and eight shetes fflower table coverings five cupbord clothes fower bed teesters § six bed curtings one diaper bord clothe || thre diaper napkins eight lynninge tableclothes, six cupbord clothes fortie and eight napkins six towels six sewed qwissons ¶ twelve carpet qwissons six spets ** thre brasspots two caldrens thre ketles six pannes two cresshets †† one frienge panne two rost irons two garnishe ‡‡ of pewter vessell. Item wood vessell of all sorts necessaie to begynne howse wthall. Item all maner of bedstocks cupbordes formes stoles buffets and twoo counters. Item newe leads for brewinge withe all implements necessaie in the brewhouse. Item so muche husbandrie geare and furneture

* This clause apparently erased.

† Pillow-cases.

‡ Coarse coverlets.

§ Fixed and tall bedheads.

|| Table cloth.

¶ Cushions.

** Spits for roasting.

†† Open lamps.

‡‡ Services of 12.

as is about the howse of Askham at the daie of the date hereof. Item twentie and four oxen twentie kyne one bull twentie calves two geldings two naggs one hundreth weddershepe one hundreth ewes one hundreth lames. And further I the said Anne Sandfurth do covenant and graunt for me myne executors administrators and assignes to and wth the said Alan Bellingham Humfray Musgrave and Richard Sandfurth and to and with everie of them their heirs executors and assignes by thes presents that the said Thomas Sandfurth my said sonne shall have all the holl crops of corne y^t shalbe growinge of his demayne of Askhame y^t yeare he shalbe of his full aige of 21 yeares. And that I the said Anne Sandfurth my executors administrators or assignes shall cause the same to be reaped and gotten in to the barne to and for the use of my said sonne at the chargis of me the said Anne Sandfurth my executors administrators or assignes so that the said Thomas Sandfurth my sonne wilbe contented y^t I the said Anne Sandfurth and my hole househould shalbe and remayne at his howse at Askham duryng the same reapings and gettings and until y^e feast daie of Saint Martin y^e bishopp in wynter next after the same. And further I the said Anne Sandfurth do covenant and graunt for me my executors administrators and assignes to and with y^e said Alan Bellingham Humfray Musgrave and Richard Sandfurth and everie of them their heirs executors and assignes by thes presents that y^e said Thomas Sandfurth my sonne shall have assewred unto hym at hys said full age the holl interest title leas and tearme wh. shalbe then unexpyred of one farme in Wensleddall which I the said Anne Sandfurth toke of the Quenes Matie for tearme of many yeares yeat to come. And also of a messuage land and tenement lyeinge and beinge in Butterwick in the said countie of Westmerland which I the said Anne Sandfurth lately purchased to me and myne heirs of y^e annuall and yearely rent of 56s. to have and to hold y^e said messuage land and tenement in Butterwick aforesaid w^t holl it appurtuntz to the said Thomas Sandfurthe my sonne and to his heirs and assignes to the proper use and behoffe of the said Thomas Sandfurth and his heirs and assignes for ever. And to have and to holde the said ferme and tenement in Wen sledale w^t it appurtenaunts during all such tearme and yeares as shalbe then unexpyred to my said sonne Thomas Sandfurthe his executors and assignes. The said Thomas permitting me y^e said Anne Sandfurth to have lybertie for my somerfeast for my cattall by the right of the same tenement in Wensledale to remayne to his right heirs and occupiers of the howse of Askham

also endorsed "sealed and delivered the day and year w^{thin} written in the presens of us. Thomas Hutton, Edward Lancastr. Edmund Dudley Antoni Middleton George Porter (?) George Hudson Martin Gilpin John Langhorne and 191, 9 Jan., 18 Elizab.

VIII.—COVENANT OF SALE BETWEEN THOMAS SANDFORD OF ASKHAM AND RICHARD SANDFORD OF HOWGILL: 30 JULY, 1589.

This indenture made the thirtieth day of July in the 31^o yeare of the reigne of our soveraigne lady Elizabeth by the grace of God Quene of England France and Ireland defender of the fayth, &c. Betwene Thomas Sandfurth of Askum in the County of Westmorland Esquier on thone partye and Richard Sandeforth of Howgyll in the sayd County Esquier on thother partye wytnesseth that the said Thomas Sandforth for and in consideration of the somme of two hundred poundes of lawful English money to him before thensealing and deliverye of these presents well and truly payed by the sayd Richard Sandforth whereof he acknowledgeh himself fully satysfied contented and payed and of the same and of every part and parcel thereof doeth thereby acquyte and discharge the said Richard Sandforth his heires executors and administrators and every of them by these presents hathe given granted bargayned and sold and by these presents doeth give graunt bargayne and sell unto the said Richard Sandforth his heires and assignes all that the mannour lordshipp or graunge commonly called Milburne Graunge w^{thin} the County of Westmerland and all messuages houses edifyces buyldings orchards gardens tofts crofts lands tenements and heredytaments in the townes of Milburne Milburne Graunge and Howgill in the County of Westmerland sometymes to the late dissolved Abathye of Shapp in the said County of Westmerland belonging together with all meadowes closes pastures feding commons commons of pasture woods underwoods waters fishings water courses milnes moores marshes wastes inclosures turbaryes ling broome rents reversions services courts perquisites and proofytts of Courts. being or accounted reputed or taken to be parte parcel or member of the sayd mannour lordshipp or graunge called Milburne graunge, or demysed sett lett or occupied as parte or parcell of the same or as belongyng or apperteyning to the same or any part thereof one tenement wth thappurtenanc(e)s in Dufton in the occupation of Christofer Langhorne onely excepted. And also all and all manner of dedes courte rolles evydences escrips minyments

counterpaynes of leases and wrytyngs whatsoever w^{ch} doe containe onely the sayd mannor lordship or graunge called Milburne graunge and premisses or any parte or parcell thereof onely. To have and to hold the sayd mannor lordship or graunge called Milburn graunge and all other the premisess with their appurtenances except as before excepted to the sayd Richard Sandforth his heires and assignees for ever to the onely use and behoofe of the said Richard Sandforth his heires and assignees for ever. And the sayd Thomas Sandforth for himselfe his heires executors and administrators doeth by these presents covenant and graunt to and with the sayd Richard Sandforth his heires executors and administrators that the said mannor lordship or graunge called Milburne graunge and all and singular the premysses w^t there appurtenances before by these presents bargayned and sold or mencyoned to be bargayned and sold except y^e preexcepted now are and at all times here after shall and may contynue and be clere and clerely acquyted exonerated and discharged or otherwyse upon reasonable notice and request to be given and made by the sayd Richard Sandforth his heires or assignees to the sayd Thomas Sandforth his heires executors or administrators from tyme to tyme sufficiently saved harmless of and from all former guyfts graunts barganes sales leasses joyntures dowers annuities wylls tytles sayles statuts merchant and of the staple recognizances recoveryes judgements operations condemnations lymitations of uses intrusions ffynes forfeitures fynes for alienacions w^{thout} lycences rents arrerages of rents fynes for respect of homage and of and from all other charges and incumbrances whatsoever heretofore had, made done or suffred by the sayd Thomas Sandforth or any other person or persons by or under the sayd Thomas Sandforth ; one lease of the premysses heretofore made by Thomas Sandforth grandfather to the aforesaid Thomas Sandforthe unto the said Richard Sandforthe (the interest of w^{ch} lease the said Richard Sandforth hath before thensealing of the presents assigned and sett over unto one Richard Sandforthe his sonne) for certain yeares yet enduring and the rents customes and services hereafter to be dew to the lord of the fee or fees of the premisses onely foreprysed and excepted. And further the sayd Thomas Sandforth for himselfe his heires executors and administrators doeth by these presents covenant and graunt to and with the sayd Richard Sandforth his heires executors and administrators that he the sayd Thomas Sandforth and Martha his wife and their heires shall and will at all tymes during the space of two yeares next ensuing the

date of these presents at and upon reasonable request to be made to the sayd Thomas Sandforth or his heires by the said Richard Sandforth his heires executors administrators or assignes and at thonly costs and charges in the law of the said Richard Sandforth his heires and assignees doe make knowledge suffer execute all and every suet further lawfull and reasonable act and acts thing and things assurance and assurances whatsoever wth warrantye onely against the said Thomas Sandforthe and his heires or els wthout warrantye for the better assuring conveying and sure making of all and every the premisses wth thappurtenances by these presents given granted bargayned and sold or mencyned to be given graunted bargayned and sold unto the sayd Richard Sandforth his heires and assignees to his and their onely use except before excepted. Be yt by ffyne feoffment recoverye wth single or double voucher dede or dedes enrolled inrolment of these presents release or confirmation wth warrantye onely as aforesayd or otherwyse wthout warrantye or by all or so many of the said meanes or wayes as by the counsell learned in the lawe of the sayd Richard his heires or assignees shalbe reasonably devysed or advysed. So that for the doing making or executing thereof the sayd Thomas Sandforthe and Martha his wyfe nor his heires be not compelled to travell forth of the countye of Westmerland or forth of the countye where he or they shalbe resydent at the tyme of such request to be made. In wytnesse whereof eyther of the sayd parties abovesayd to these present indentures have interchangeably sette there hands and seales the day and yeare first above wrytten.

Endorsed 194 31 Eliz. Memorandum in the premisses of thindenture these words 'one tenement with thapp'tenance in Duftoun in thoccupacon of Christofer Langhorne onelye excepted' and in thre places of the same indenture after the habendum thes words 'except before excepted' were interlyned before the sealing and delyvering hereof and read sealed signed and delyvered in the presence of us John Middleton Edmund Dudley Willm Hutton Richard Hutton 1589.

"A counterparte of the Dede concerning Milburn Graing."

IX.—INQUISITIO POST MORTEM HELD 15 APRIL 7 CAR. I., 1631, after the death of John Sandford (extracts).

The commissioners were Sir William Musgrave, William Pennington, Leonard Dikes and Richard Fallowfield, Esquires. The jury were Christopher Lancaster, Esq^r, Humphrey Wharton gentleman, Milo Scafe gentleman, Richard Washington, John

Davies, Henry Backhouse, John Bradley, Richard Smith, James Bird, Thomas Hewer, Michael Robinson, Thomas Jackson, Richard Borowbanck and John Barbon, yeoman. Their statement on oath was this :—

Quod diu ante predictus Johannes Sandford fuit seisitus de aliquibus terris . . . quidam Thomas Sandford armiger proavus predicti Johannis fuit seisitus in dominico suo ut de feodo . . . de advocacione ecclesie de Askham ac de medietate . . . manerii de Helton Flecan . . . ac de medietate . . . decimarum garbarum granorum et feni in Helton Flecan . . . et de . . . Satoray parke in dominico suo ut de feodo . . . et sic . . . seisitus existens per testamentum et ultimam voluntatem . . . gerentem datum 7 Feb., 1563, dedit predicta terras, &c., et hereditamenta et reversiones omnium tenementorum quorumcunque . . . Thome Sandford filio et heredi suo et avo . . . Johannis et heredibus suis masculis . . . et pro defectu talis exitus tunc remanere Henrico Sandford filio suo secundo . . . cum diversis aliis remaneriis, et predictus Thomas proavus predicti Johannis . . . obiit, post cujus mortem Thomas Sandford filius et heres suus et avus predicti Johannis intravit in . . . terras, &c. . . et fuit inde seisitus in dominico suo ut de feodo taliato sibi et heredibus, &c., virtute voluntatis predictae . . . et obiit sic seisitus, post cujus mortem Thomas Sandford filius et heres suus et pater predicti Johannis . . . seisitus, per indenturam suam gerentem datum 10^o die Martii anno de [1589] inter predictum Thomam Sandford ex una parte et Johannem Middleton de Carliele . . . armigerum et Robertum Wetherington de Plesley in Comitatu Northumbrie generosos ex altera parte . . . dedit concessit et 'donneavit' eisdem . . . et heredibus eorum . . . parcellam terre vocatam Satoray parke et quatuor messuagia et tenementa in Heltondale . . . que omnia sunt de annuali redditu de 42 libris 7 solidis at 2 denariis . . . ad usum predicti Thome patris predicti Johannis et Marthe uxoris . . . pro termino vitarum predictorum Thome et Marthe et eorum diutius viventis, et post mortem predicti Thome et Marthe tunc ad usum heredum masculorum predicti Thome . . . virtute cujus . . . Thomas et Martha intraverunt et fuerunt seisiti pro termino vitarum, &c. et jurati . . . ulterius dicunt quod predictus Thomas pater Johannis per indenturam . . . datum gerentem 13 Aprilis 1597 . . . factam inter Thomam Sandford ex una parte et Rad. Ashton et Johannem Townley filium et heredem apparentem Bernardi Townley de Heretwood in comitatu Lancas. . . . ex altera parte demisit et concessit prefato Radulfo Ashton

et Johanni Townley, &c. totum manerium de Askham . . . et omnia messuagia terras et tenementa et hereditamenta in Askham et Helton Flecan predictaque tenementa et hereditamenta predicti Thome patris vel predicti Thome proavi, exceptis messuagiis terris tenementis et hereditamentis in Helton Flecan . . . que fuerunt covenantia pro junctura predictæ Marthe . . . habendo et tenendo Radulpho Ashton et Johanni Townley executoribus et assignatis eorum pro et durante termino octaginta annorum proxime et immediate sequentium datum predictæ indenture . . . si Richardus Townley filius et heres apparentis Johannis Townley de Townley et Jana, uxor predicti Richardi aut alter eorum tam diu vixerit, que quidem Jana superstes et adhuc in plena vita existit, virtute cujus indenture . . . Radulphus Ashton et Johannes Townley fuerunt possessionati de premissis pro et durante termino predicto . . . et postea viz 27^o die Septembris anno regni domini nostri Caroli nunc regis sexto (27 Sept., 1630) obiit seisitus in dominico suo ut de feodo taliato de medietate . . . manerii de Helton Flecan et parco Sateray ac de reversione manerii de Askham post terminum predictum finitum, post cujus mortem Johannes filius et heres predicti Thome intravit . . . in decimas granorum, &c. medietatis manerii de Helton . . . predicti, predicto termino octaginta annorum nondum finito, et fuit seisitus de medietate manerii de Helton Flecan in dominico suo ut de feodo taliato . . . et de manerio de Askham sibi et heredibus suis in dominico suo ut de feodo et sic seisitus Johannes per indenturam suam gerentem datum 22^o die Augusti anno regni domini nostri Caroli nunc regis primo (22 Aug., 1625) factam inter predictum Johannem Sandford ex una parte et Richardum Sandford de Howgill in Comitatu Westmerland militem ex altera parte pro et in consideratione 270 librarum legitime monete Angliæ barganavit vendidit dedit et concessit prefato Richardo Sandford totum illud manerium de Askham cum pertinentiis, habendum . . . prefato Richardo Sandford et heredibus suis . . . et predictus Richardus Sandford per indenturam suam factam inter predictum Richardum ex una parte et Johannem Sandford ex altera parte gerentem datum . . . 22 Aug., 1625, &c. . . . 'coventatum' fuit inter partes predictas quod si predictus Johannes Sandford dein aliquo tempore annorum proximo sequentium faceret solutionem 270 librarum de et in . . . festo St. Johannis Baptiste vel Sti Andree Apostoli . . . apud unam solutionem et servaret omnes conventiones . . . inter partes predictas prout per eandem indenturam plenius liquet quod tunc factum ante per predictum

Johannem de manerio de Askham et indentura barganizationis . . . nihil valeat et quod tunc predictus Johannes staret et remaneret in statu suo predicto . . . et ulterius predictus Richardus per indenturam suam factam . . . 6^o die Octobris anno regni regis Caroli nunc 5^o (6 Oct., 1629) concessit et dimisit . . . Johanni heredibus et assignatis suis totum illud capitale messuagium vocatum Askham Hall cum omnibus et singulis appurtenantis ac omnes decimas granorum et feni annuatim crescentes de in vel super terras dominicas et super tenementa custumarium, ac molendinum aquaticum de Askham et quatuor libras redditus vocatas mill-rent habendum . . . predicto Johanni Sandford executoribus et assignatis suis a die datus predictae indenture pro et durante tempore mille annorum proxime et immediate sequentum reddendo inde annuatim durante termino Richardo Sandford heredibus et assignatis suis 20 et 8 libras et 4 solidos . . . super festum Sti Michaelis Archangeli apud Howgill virtute cujus indenture . . . Johannes Sandford fuit 'possessionatus' de premissis predictis pro termino predicto et sic inde possessionatus obiit ac etiam seisisus de medietate manerii de Helton Flacan . . . et de medietate decimarum manerii de Helton Flacan ac de 'remanetia' de parco de Sateray post mortem predictae Marthe de feode taliato . . . cum diversis remaneriis . . . Et jurati ulterius dicunt quod medietas manerii de Helton Flacan tempore mortis Johannis tenebatur de Francisco Comite Cumbrie per servitium militare et valet per annum . . . post demissionem prefati Radulphi Ashton et Johannis Townley finitam £14 4^s [?] et . . . parcus de Sateray tenebatur de Francisco Comite Cumbrie per Servitium militare et valet . . . post mortem Marthe £6 et 4^d, et . . . medietas decimarum de Helton Flacan et advocatio . . . Vicarie de Askham tenebatur de domino rege in capite et valet . . . post demissionem Radulphi Ashton et Johannis Townley finitam £5. Et ulterius dicunt quod . . . Askham Hall . . . tenebatur de Francisco Comite Cumb. per servitium militare et nihil valet durante termino predicto supra redditus predictos et post terminum finitum valet £28.

Et Thomas Sandford est filius et heres et . . . tempore mortis Johannis fuit etatis duorum annorum et octo mensium aut circiter et Maria Sandford uxor predicti Johannis et Martha Sandford uxor predicti Thome patris adhuc superstites existunt.

They end by saying that John possessed no other lands nor tenements. They do not give, as older Inquisitions give, the date of his death, but we know from the Askham register that he was buried on 28 December, 1630, close on 3 months after his father died.

DIGEST OF THE INQUISITIO POST MORTEM, 15 APRIL, 1631.

Long before John Sandford was seised of any lands Thomas Sandford Esquire, his great-grandfather, was seised in demesne as of fee of the advowson of Askham and a moiety of Helton Flecan and of a moiety of the tithes of sheaves, grain and hay in Helton and of Saterah parke in demesne as of fee; and being in seisin of these, by his last will, 7 Feb., 1563, gave all these and the reversions of all other tenements to Thomas Sandford his son and heir, John's grandfather, and his heirs male, with remainder in default of these to Henry Sandford his second son, and after that to others, if default of heirs happened. After his death Thomas Sandford his son and heir, John's grandfather, entered into possession and was seised in demesne of these by virtue of this will as entailed: next Thomas Sandford his son and heir and father of John was seised in these, and by an indenture of 10 March, 1589, gave to John Middleton of Carlisle and Robert Wetherington of Plesley, Northumberland, the portion of land called Seterah park and 4 messuages and tenements in Heltondale, all together of the value annually of £42 7s. 2d., to be held by them for the use of himself and his wife Martha and given back to them for the term of both lives and the longest liver and the heirs male of himself, by virtue of which Thomas and Martha were seised according to these terms. Also Thomas, John's father, by an indenture of 13 April, 1597, made with Ralph Ashton and John Townley, son and heir apparent of Bernard Townley of Harwood in Lancash., leased to Ralph Ashton and John Townley the whole manor of Askham and all messuages lands and tenements in Askham and Helton and the aforementioned tenements and hereditaments of his father Thomas or the great-grandfather of John, except the messuages lands tenements and hereditaments in Helton Flecan, which were reserved for the jointure of Martha and her husband (himself), to be held by Ralph Ashton and John Townley their executors and assigns for the term of the eighty years next following, if Richard Townley, son and heir apparent of John Townley of Townley, and Jane his wife or either of them lived so long; which Jane was still living: by virtue of which indenture Ralph Ashton and John Townley were placed in possession for that term. And after this, namely on 27 Sept., 1630, Thomas died seised in demesne of fee tail of the moiety of the manor of Helton and the park of Seterah and of the reversion of Askham after the term of lease should expire, and then John his son and heir entered into possession of the tithes of grain and sheaves, &c.

of the moiety of the manor of Helton, the aforesaid term of lease not being expired, and was seised of the moiety of the manor of Helton in demesne as of fee tail and of the manor of Askham for himself and his heirs in demesne as of fee, and being so seised by an indenture made 22 Aug., 1625, with Richard Sandford of Howgill kt. bargained, sold and gave to Richard for £270 the whole of that manor of Askham and its belongings to be held by him and his heirs; and the aforesaid Richard by indenture on the same day between himself and John Sandford made covenant with him that if John Sandford within a certain time made payment of £270 in one sum, on St. John Baptist's Day or St. Andrew's day and kept the conventions agreed on between them (specified in the indenture but not given in the Inquisition) then the bargain and sale should stand for nothing and John should hold as before. And they further state that Richard Sandford by indenture on 6 Oct., 1629, granted and demised to John and his heirs and assigns the whole of the chief messuage called Askham Hall with all its belongings and all tithes of grain and hay on the demesne lands and on the lands of the customary tenants and the mill of Askham and £4 of mill rent, to be held by them for 1000 years then following; John and his heirs and assigns paying to him and his heirs and assigns £28 4s. od. at Michaelmas at Howgill, by virtue of which indenture John Sandford was placed in possession of the premises for the term aforesaid and died in possession and also seised of the moiety of the manor of Helton Flecan and of the moiety of the tithes of Helton and of the "remainder" of the park of Seterah after the death of the aforesaid Martha, in fee tail with divers other remainders. And they say further that the moiety of Helton Flecan at the time of John's death was held of Francis, Earl of Cumberland, by military service (cornage) and is worth, after the lease to Ralph Ashton and John Townley ends, £14 4^s [?] yearly and Seterah park was held of Francis, Earl of Cumberland, by military service and after Martha's death is worth £6 os. 4d. and the moiety of the tithes of Helton and the advowson of Askham were held of the king in chief and are worth after the lease to Ralph Ashton and John Townley ends £5. And further they say that Askham Hall was held of the same Earl of Cumberland by military service and is worth nothing during the term of the abovesaid lease and after that is ended is worth £28 (yearly). And Thomas Sandford is the son and heir and at his father's death was two years and eight months old or thereabouts; and Maria Sandford, wife of the aforesaid John, and Martha Sandford, wife of the aforesaid Thomas were still living.



ASKHAM HALL.

Bearings Sandford, Helbeck; badges probably Musgrave and possibly Lancaster, all early and 13th century. Shield brought from pele, probably from over the original doorway, and fixed (broken) in the kitchen wall nearly opposite the 1574 gateway.

Phot. by Col F. Haswell.

TO FACE P. 222.



ASKHAM HALL.

Original doorway to pele in plan (p. 225) marked K.

Phot. by Col. F. Haswell.

TO FACE P. 223.

X.—ASKHAM HALL AND THE CHAPEL OF ST. MARY THERE.

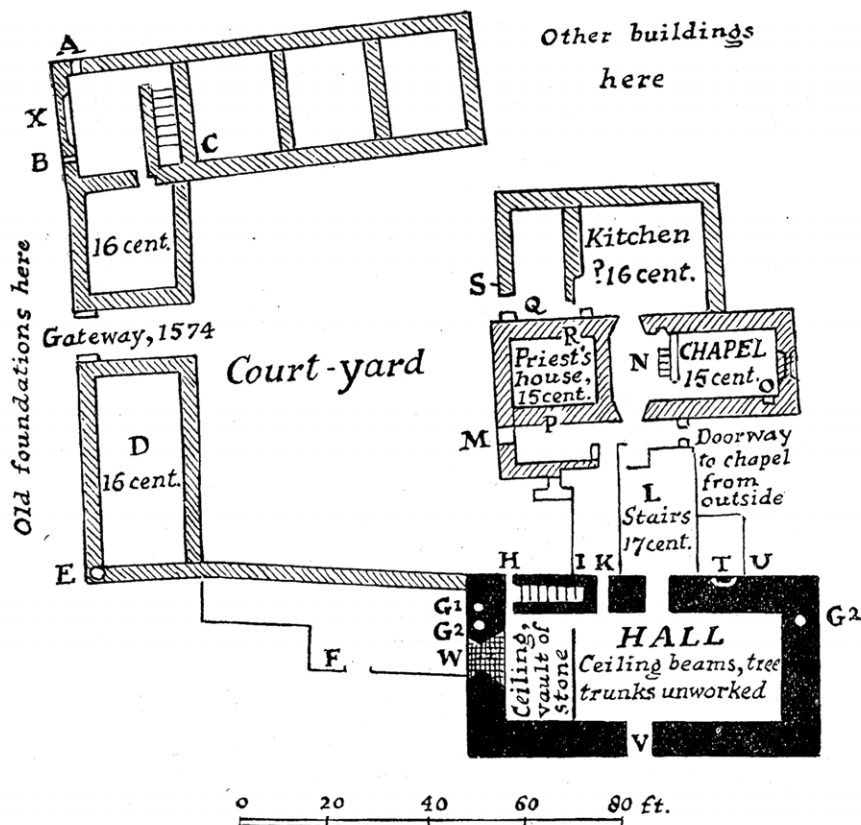
Askham Hall has unmistakeably had several renewals of partially ruined or dilapidated parts and some alterations and additions, chiefly in 1574 and after 1670. But it seems to stand on its original foundations as I have always considered was the case, since I had any chance to make observation of the building. Unless it were stripped of plaster and paint and the ground examined throughout the several alterations and reconstructions cannot be fully made out. But the results of investigations so far made can tell their own tale. The foundation portions of the tower and parts of the walls, like the foundation portions of the north-west corner of the courtyard are of limestone roughly hewed and apparently hauled up from the river and set with mortar which is now as hard as the stone or harder. Of this stone is the roughly cut shield containing the Helbeck bearings and devices of other families, which could be if all were there Musgrave, Sandford, Smardale and others; one looks like Lancaster; * this has been removed evidently from the Tower and is set as an insertion in a later portion of the buildings. These later portions are of stone which seems to have been brought from the Fell, and are more easily dressed than the limestone. There are foundations and stones once used in building which are still under the surface along the N.W. side. This side from the conformation of the ground was the weak point of the Keep for attack. Towards this end on the north side of the Tower is the doorway with pointed arch of 13th century style containing 3 heads which Taylor noticed but somehow failed to compare with the doorway of the same period at Dacre castle so near at hand. Above this doorway and along to the N. W. corner, where there is a small window at the foot of and within an intramural staircase, useful for watching the approach of enemies, must have been a machicolation, but the wall there shows signs of having been injured and made up to within 10 feet of the ground as if attack had done mischief there. The pointed arch doorway is not larger than those in some early Keeps elsewhere in England † but a sufficiently wide and high door was needful to carry in stores for winter or a siege for a keep and garrison of

* What are existing look like 2 boars' heads (Sandford); an annulet (Musgrave) and possibly a lion.

† The doorway of Dacre Castle is 6 feet 8 inches by 4 feet 2 inches; that at Yanwath 7 feet 9 inches by 4 feet 6 inches. This of Askham is 6 feet 10 inches by 3 feet 1 inch. These are measurements of the openings.

the size. These were placed on the ground floor. In the N.W. corner where is the small window mentioned, the beginning of the staircase was approached by an inner doorway with a segmental arch of a style not unusual in that period. At that end of the Tower the ceiling is vaulted and of stone. This would be where the guard room was. The vaulting now ends where a modern (i.e. post-mediaeval) partition with fire places and chimneys, for the hall and the room at that end now exists. Whether the vaulting was continued originally to the end of the whole length still following the width, i.e. the shorter span, cannot be known without much investigation and removal of plaster and stone. But I imagine not; probably difficulty caused a change of plan where the guard room ended which would be near where the modern partition wall exists. For the remainder of the ceiling is remarkable. It is formed of tree trunks each carried right across the width, these are not hewn nor worked but were set in with the bark on. And purlines are morticed into them which carry the first floor. There was no original fire place on the ground floor, but fire would not improve the stored provisions. Between this storage room and the guard room would be, from what we know of examples of the same period, a partition and a doorway with probably a Carnarvon Arch.

In the 16th century fresh windows appear to have been inserted replacing older and narrower windows or openings, some traces of which remain—one exists, an arrow window of dumb-bell shape, but in the N.W. corner of the court yard. In the late 17th or early 18th century fresh large windows were inserted which are there now and a sumptuous staircase was constructed in the newer buildings and outside of the original keep, to which and to kitchens an approach was cut through the original walls near the early doorway. A mullioned window was also inserted over the intramural staircase which has blocked it so much that to get to the upper portion of it one has to creep under the sill, near where this intramural stair reached the first floor. Further along the wall to the N.E. are stones on the outside worn away so as to suggest that there was a door there, ascent to which from outside would be by wooden stairs or a ladder. This doorway might easily have had a Carnarvon Arch. Now there are in the top floor on the inner side of the wall inserted as blind arches two Carnarvon Arches where they could have been of no use in any way, there being no building up there to which they could be approaches: one is a little distance from the N.W. end,



ASKHAM HALL, COURT YARD AND CHAPEL:

(Reduced from Architect's ground plan of 1919).

- | | |
|---|--|
| A. Original upstairs doorway. | O. Piscina. |
| B. Arrow window. | P. Doorway to upper floor of priest's house.
now blocked. |
| C. Evidences of passage 1st floor. | Q. Foliated window. |
| D. Banqueting hall, chambers above. | R. Traditional hiding place of priest. |
| E. Evidences of newel stairs. | S. The Helbeck shield. |
| F. Stone marked I S, probably 'John Sandford,' of 17 cent. | T. Indications of door sill. ? Approach by
ladder to first floor from outside. |
| G. Garderobes, 1 first floor, 2 top floor. | U. Modern window now built up. |
| H. Window at foot of intramural stair. | V. Modern doorway. |
| I. Position of 17 cent. window, blocking intramural stair. | W. Large window, not original, 8 feet high,
sill 6 feet from floor, now built up. |
| K. Original pointed arch doorway to ground floor. | X. Old large fire-place in N.W. part of court. |
| L. Cellar and underground way to chapel under 17 cent. staircase. | |
| M. Doorway to priest's house, now blocked. | |
| N. Stairs to gallery of chapel. | |
- Buildings, all probably later than 16 cent., indicated by single lines showing outside walls.

Buildings, all probably later than 16 cent., indicated by single lines showing outside walls.

one from the N.E. end. These may very well be the doorways from the ground floor and from the first floor brought up there and used as reminiscences.

The chapel, now a dairy, referred to by Machel (see Taylor's *Manorial Halls*) which contained two lights with coloured glass of our Saviour and St. Mary, and had the still unexplained shield depicted by him, is not constructed of the oldest stone used. Idonea Sandford's wills suggest that she had it constructed; she was so much concerned in having the chaplain there for provision of services for the Hall and for the good of her soul and the souls of her ancestors. (A stone now elsewhere existing in an obscure portion of the Hall buildings is marked IS but it may not be her initials that it bears). The chaplain's quarters with its mysterious apartment still uninvestigated, belong I understand to the same date as the chapel.

The banqueting room of 1574 in the courtyard contains Sandford and Rookby arms over one doorway, which could only have been set up there after the marriage with the Rookby heiress in the late 17th century. But the large fireplace on the first floor in the N.W. corner of these court yard buildings, good as any in the whole range of buildings, would serve as kitchen for the cooking; and food would not have to get cold carried across from the kitchen near the chapel closer to the Hall. This latter kitchen would be ordinarily used when the family were there alone.

The sets off on the lines of the floors are merely for drawing in the dimensions of the walls in the upper stories and could be of no use that I can imagine, being so narrow, for landing from any attacking ladder and do not give hold high enough for reaching battlements. What changes were made in these in the 16th century needs much examination to tell—much apparently was done in the top story, as well as much refacing and repair of the walls. All things considered it seems that Thomas Sandford had more right to call his work at the tower and the range of buildings in the court yard "beal ding" than his cousin Richard Cleburn to give that name to his work at Cliburn Hall. However the disastrous consequences of his ambition show in the documents I give and quote. The area of the ground plan of the Hall which I believe to be that of the original Keep is larger than those of the Cliffords' Keeps in Westmorland, but not so large as that of Dacre Castle. It should be borne in mind, however, that the Clifford castles in Westmorland were after all only advanced posts. Their central position was Skipton in



ASKHAM HALL.

Sandford and Rookeby bearings, c. 1680, over stable door,
formerly door to banquetting hall.

Phot. by Col. F. Haswell.

TO FACE P. 226.

Craven. What I have particularized are some, though not all, of the remains of antiquity in the Hall.

Askham was sold to Edmund Bolton of Manchester c. 1775, who entailed it on descendants of his niece named King.

Helton was sold to Sir John Lowther, 1680.

XI.—THE SANDFORD DESCENT.

1.—GAMEL DE SANDFORD is witness to a charter of William de Breton to Wetherhal (Prescott p. 393) contemporary with Robert f. Coleman who was one of those fined for the surrender of Appleby in 1174.

2.—ROBERT DE SANTEFORD is witness to the confirmation (Dodsworth MSS.) by Torphin f. Robert to a grant by Richard f. Ketel to Byland in company with William de Lowther and others: i.e. bef. 1186.

3.—WENNISA wife of Robert de Santeford and Alice dau. of Uctrede de Santeforde both are witnesses to a grant by Eva dau. of Gospatrik f. Waltheof, wife of Robt. f. Copsi to Byland (Dodsworth MSS.).

4.—WIGAN DE SANDFORD is witness to a charter of Alan f. Roland Lord of Galloway to John de Newbigging (Newbiggin documents) before 1255.

5.—WILLIAM f. Robert de Sandford granted to John de Veteriponte, *for homage and service* * and for 10 marks of silver and one steed his whole wood and turbary of Sandford with these boundaries "as Creskeldbec goes into Coupmanbec, thence going up to Erthusgile to Routhebec and then back to Creskeldbec." Witnessed by Guido de Hellebek and Willm. de Morevill among others (Dodsworth). He also in 4 John (F. of F.) had a final concord with Nigel de Smerdale and Eva his wife about 3 carucates of land there, acknowledged by them as his right and heredity (Smardale was assessed at 3 carucates. See Feoffees of the Cliffords, these *Trans.*, N.S., viii., 290,) therefore it was the whole township. William grants it back to Nigel and Eva except $\frac{1}{2}$ a carucate and 6 acres, to hold of him. Thus he was mesne lord of Smardale.† It also appears that he had rights in the

* This and other interesting difficulties caused by changes made in lineal ownership to which I allude in these *Trans.*, N.S. xvii., p. 233, about which I know more than I did then will be illustrated in a note later on.

† This same Final Concord gives the measurements of Smardale which, totalled, come to 4 bovates and 6 acres. At that time and in that region therefore a bovat was about $\frac{2}{3}$ of a carucate: the ploughland was more than one ox could plough.

mill of Brampton (A.R. 990) which went down to a daughter, Isabel wife of Thomas de Musgrave—though her surname is not given, the descent is clear (case of John de Helton against Robert and Idonea Lengleys and others referred to these *Trans.*, n.s., xviii., p. 156). Between him and William de Morville from whom he claimed service an agreement was come to which arranged a certain yearly payment of produce to Thomas as settling the claim: this was carried down to heirs and was later granted by Thomas de Hellebek and Avise daughter and heir of Thomas de Musgrave son of the above Thomas de Musgrave, to John de Helton. In 1278-9 (A.R. 981) Thomas de Musgrave was required to answer Thomas f. Will. de Goldington for enclosing a quantity of ground in Sandford. Thomas de Goldington claimed that Thomas de Musgrave had no right to "approve himself" (i.e. enclose) in lands which he held because his father had held it of William de Sandford before he gave it to Thomas de Musgrave, and William de Sandford had warranted all easements to William de Goldington. Thomas de Musgrave claims that he had all William de Sandford's rights and could exercise them. No verdict is recorded. But since Thomas de Musgrave in F. of F. 1 Edward I., 1273 grants the manors of Gt. Musgrave, Sandford and Morton to his brother Richard and then has them granted back to himself and his male heirs with entail (the Final Concord is evidently come to because Thomas saw no chance of male heirs), it is clear that his wife was the daughter and heir of William de Sandford. These manors went down with some questionings and apparently some doubts in the Musgrave family till 1356. But other lands went to Avise, Thomas de Musgrave's only child and Thomas de Hellebek her husband; they held the manor of Smardale, granted by them to Guido de Smerdale F. of F. 20 of 1 Edward I., 1291 except (notice the above grant made by William de Sandford) $\frac{1}{2}$ a carucate and 6 acres; also land and messuages and the moiety of a mill in Morton and Helton sub le Lyth which Richard her uncle held under them, and they kept apparently 4 messuages, 60 acres of land, 9 acres of meadow, and the advowson of the church, which he would hold under them as he did Morton (or the moiety of it) and Helton sub le Lyth; and he granted to them as a sort of compensation $\frac{2}{3}$ of a moiety of the manor of Orton. Richard de Musgrave's claim was questioned in 1300 (A.R. 1321) by reason of a tenant having refused to "attourn," i.e. to acknowledge him as superior lord in Sandford. I will refer to this later on. The direct line of descent is broken at this point. Robert de Sandford who could only be a nephew, not a

son, of William's is found in possession. He is witness to a Lowther deed about Barton mill dated 1252 (36 Hen. f. John). He held or claimed, as also Thomas de Musgrave did, common of pasture in Dufton in 1255-6 (A.R. 979) belonging to their holdings in Morton. He granted to Richard de Sandford his eldest son 2 bovates of land in Morton which William de Brampton had held; these he was to hold of him during his life paying 1d. at Christmas, and after his death of the chief lords (Lowther charters): this was between 1250 and 1278. In 1278-9 common in Dufton is claimed against William f. Thomas de Greystoke by Thomas de Musgrave only as a demise for life by Richard de Musgrave whose was the right, a result of the final concord above; and Thomas de Musgrave is required to warrant William f. Robert de Souleby against the $\frac{1}{2}$ of a tenement which Beatrix once wife of Robert de Sandford claimed of him in Soulby as part of her widow's portion; another claim was made by her on William f. Payn for her dowry in Sandford. Hence Robert was dead.

Thomas de Musgrave is given in the Feodary (these *Trans.*, n.s., viii.) as mesne lord of Soulby, Marton and Gt. Musgrave c. 1284, and Richard de Sandford as mesne lord of Sandford and part of Smardale, though as we have seen Thomas de Musgrave had claimed and was handing down Sandford. In 1291-2, A.R. 987, Richard de Musgrave answers in Assize why he distrained cattle of Thomas de Goldington in Sandford, that de Goldington held of him as others did therein by homage and service (i.e. cornage) and that de Goldington had not paid his services and dues. But de Goldington had not "attourned," i.e. had not placed him in seisin as his overlord, so he lost his case. As to Morton Richard de Musgrave called Thomas de Hellebek and Avice to warrant him, the same year, for he held of them, and he claimed the whole "domain" of Morton against Thomas son of James de Morton, as holding Thomas de Musgrave's "statum"—estate. Thomas de Musgrave was evidently dead. In 1300 Richard de Musgrave was dead. Alice de Musgrave claims that her father had given her 1 messuage, 6 tofts, 4 bovates of land, and 60 acres and 7 acres of meadow and one mill in Sandford (A.R. 990) of which she was being deprived by Thomas de Musgrave and Sarah his wife, and Christian, widow of Richard de Musgrave, and Robert de Lancaster and others. The verdict was that Robert de Lancaster had disseised her and not the others and her right was admitted. This shows that Richard her father had owned the mill and was presumably lord of Sandford. In the same year the question of this land and other in

Sandford and Soulby and of the mill was brought up by Robert de Goldington and it is stated that Thomas de Newton and Alice held them, given to her for her life by her father, Richard de Musgrave. Naturally after her death Richard's heir should succeed. In 1300 the Goldington case comes up in another roll (A.R. 1321) and a full verdict given shows that Richard de Musgrave had been lord of Sandford and Thomas his son succeeded to his rights. In 1329 (A.R. 995) a case brought by Thomas f. John de Helton against Richard de Blenkinsop and Isabel, and Thomas de Swinburne and Margaret in Brampton shows that the tenements claimed had belonged to Thomas de Musgrave and had come to them through his daughter and Thomas de Hellebek. In 1339 Richard de Musgrave (another of the name) impleads John f. William, kt. and Johna his wife for freehold in Souleby of 2,000 acres of moor which they say John de Sandford holds and held it when they applied for the writ. The jury decided that John de Sandford was not tenant at that time. But John son of Richard de Sandford in 1310 (F. of F. 3 Edward II.) had been granted land by his father in Souleby to be held of him during his father's life for 6 marks yearly, and, after his death, for the gift of a rose yearly to Richard's heirs; and in 1339 (Sunday after St. Lawrence) John de Sandford, son of this John released to Richard de Musgrave part of this land (Lowther Charters), and in 1347 John, rector of Crogelyn and Hugh de Ormeshead confirmed to a Richard de Musgrave, a cleric, a portion of land called Sandforth landes in Soulby. It seems clear that there was some withholding or claim not shaken off by the Musgrave owners.

Another Robert de Sandford, apparently son of Richard, succeeded who in 1321 acquired of John le Hauberger and Margaret his wife lands in Sandford to hold of the chief lords: in 1323 he and Agnes his wife from William de Newby acquired still more for them and the heirs of Agnes to hold. Robert was deputy-sheriff in 1331. In 1332 he is returned in a Lay Subsidy Roll as having £11 of goods in Sandford. In 1345 he and Thomas de Sandford acquired $\frac{2}{3}$ of a messuage, &c. in Crosby Gerard to be held by himself and Thomas and the heirs of Thomas of the chief lords (F. of F. 19 Edward III.); this points to Thomas being his son. And in 1356 (F. of F. 30 Edward III.) Thomas de Sandford and Isabel his wife obtained from Thomas de Musgrave for 100 marks the manor of Sandford to be held by them and the heirs of Thomas, after an agreement come to. Thus was the holding of the manor regained by its owners of the name and all

doubts set at rest. It continued in that name till after 1403 when it passed to the two daughters, coheirs, of Robert Sandford and their husbands Thomas de Warthecopp and Christopher Bardsey (see these *Trans.*, N.S., viii., p. 275).

THE ASKHAM BRANCH.

Robert de Sandford of 1321 and later had a brother William, a cleric to whom he gave a title (for orders) of 5 marks, in 1324 (Bp. Halton's Regg.). He seems to have been the Interim Feoffee of Whale of 1333 in transfer to de Lowther (these *Trans.*, N.S., xvi., 144) and to have not seldom acted as bailiff (i.e. attorney) in various cases in Courts till 1373, and in conjunction with William de Sandford, junior, also apparently a cleric, as interim feoffee or attorney in 1373 in the transfer of Askham from Robert de Swinburne to Edmund de Sandford and Idonea. Before this, in 1369 the moiety of Helton Flechan and 10 messuages, 4 tofts, 100 acres of land, 20 of meadow and the moiety of a mill in Bampton Patrik together with tenements in Gt. Asby and Askham had been conveyed to them by John Bonkyn, Incumbent of Marton and Thomas de Helton, kt., interim feoffees (F. of F. 43 Edward III.).

Hodgson calls Edmund a younger brother of Sir William, but I have found no owner of Sandford at that period of the name; probably William was son of Robert and nephew of the elder William, and thus brother of the Thomas who inherited Sandford. Hodgson mentions the tomb of William de Sandford dated 1416 as visible in his time at Askham. It is possible that he may have been the William Sandford the younger in the Regg. of Archdeaonry of Richmond (Thompson, *Yorks. Arch. Journal*, pt. 98, pp. 189, 190) who had been incumbent of Marholm, 1361, Thornton in Lonsdale 1382, then Gilling in 1391, and (possibly) last in Askham. At any rate the dates will admit of the idea.

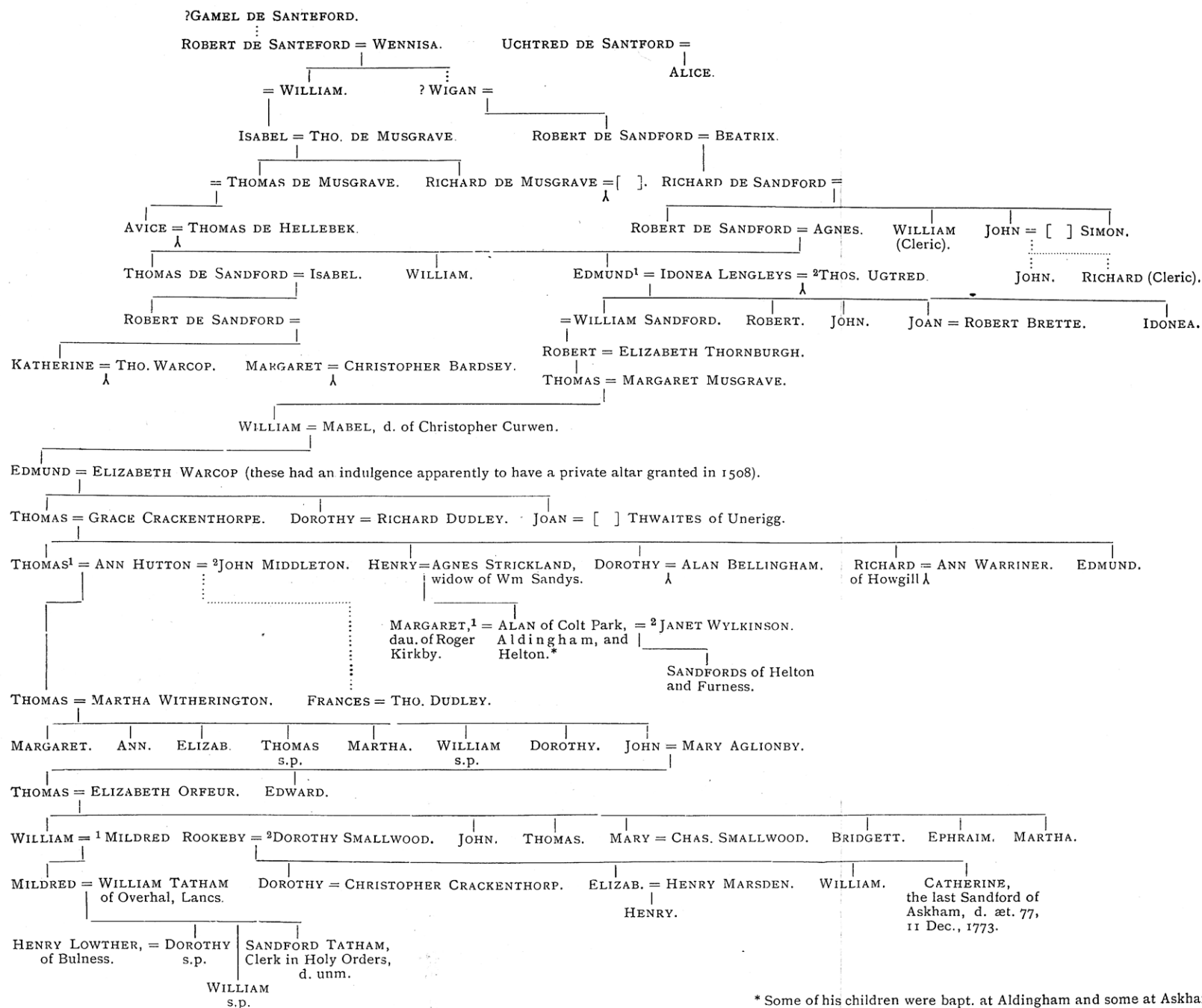
From this point the pedigree has its justification in the deeds given and those quoted in former papers and in the Registers of Askham, transcribed and published by Miss M. Noble, and needs little further comment: those about Henry Sandford and his descendants also from data in West's *Antiquities of Furness*, and in Lowther documents and documents in Somerset House, the British Museum, etc.

CONCLUDING OBSERVATIONS.

Light on the ideas which prevailed on inheritance and tenure and the actual position of feoffees under the overlords comes to one gradually by familiarity with the documents and the cases

in Assize and the entails. From the entails it is clear that there were differences in the tenures and from some of the cases in Assize and in the Final Concords that there were different feelings about what alienation was. It becomes clearer why a Veteripont found it not altogether easy to hold his position in a Morville heritage; and something of the difficulty went down to even Clifford days. The reluctance of the feoffees to submit to Veteripont, a new owner though his mother was a Morville, caused concessions, to some of which, his death while his son John was a minor gave an extra chance for being obtained. What made resistance possible is, however, shown by such cases as that of William son of Robert de Goldington in regard to his overlord in Sandford. In 1300-1 he claimed that he had been disseised of his freehold there, which since he was holding the mill as part of it, is shown to be occupation of the demesne, which was the right, those who ejected him maintained, of Thomas son of Richard de Musgrave who was under age. The verdict of the jury in the case (A.R. 1321) gives the history. Thomas de Goldington bastard (of a cleric) had been granted the holding by Thomas de Musgrave when lord of Sandford. Thomas de Musgrave afterwards granted to his brother Richard all that he owned there and after being seised in the manor Richard granted all back to Thomas to hold of him with entail to male heirs. Thomas de Musgrave had no male heirs and when he died Richard succeeded him according to the final concord and was placed in seisin of the services of all the freeholders except those of Thomas de Goldington who refused, both during the life time of Thomas de Musgrave and afterwards, to "attourn," that is to acknowledge Richard as his superior lord. He died and William de Goldington entered the premises claiming to be heir of Thomas de Goldington; he was the son of a Robert de Goldington presumably half brother of Thomas. He was in possession from 9 in the morning till a little before noon when he was ejected by representatives of Richard de Musgrave who claimed this as his escheat by grant of his brother Thomas. The jury was asked if Richard was the next heir of Thomas. They answered No. Avice his daughter (wife of de Hellebek) was his next heir, but the Court decided that since Thomas had granted it to him as the next heir after Avice (and apparently this was by agreement with Avice and her husband) the right was his. And moreover de Goldington had no right to claim inheritance (even as tenant) since Thomas was a bastard and had no collateral heir. But before this, in 1291, as recorded in this

Pedigree of Sandford of Askham.



* Some of his children were bapt. at Aldingham and some at Askham.

To face p. 232.

paper Richard de Musgrave had tried to enforce his claim by distraining de Goldington and was defeated because the jury decided that Thomas de Goldington had not "attourned" himself to him. Apart from the fact that the right to distrain seems only to have been admitted when it had been agreed upon between the parties, what seems to stand out clear is that a freeholder occupying in person could refuse to own a superior lord and keep him out of his claimed rights as long as he chose. All this explains why when an over-lordship or even a mesne lordship went into another family through female inheritance or through the deprivation of an heiress or through grant to an illegitimate son, it was looked at in some cases as alienation, which even the king's courts had great trouble to settle. The feoffee would keep his oath and his allegiance to him to whom he originally gave it and to his right heirs. He would (or could) please himself as to whether he would give it to any one else.
