

## MILLING, FARMING AND TIMBER AGREEMENTS AT AMERSHAM

In the fifth part of the present volume of the *Records* some extracts from agreements were given which related to water-mills at Amersham; since that paper was printed other agreements have come to light, and further particulars are now offered by kind permission of Captn. T. Tyrwhitt-Drake.

In 1665 Henry Goodspeed took a lease of Lord's Mill for 21 years; before the completion of the full term he died, and his widow Elizabeth "administered upon the goods & Chattles of her deceased husband, and so hath made herselfe lyable to Law which might force her to make good the covenants" by which the mill was to be left in good repair. Unhappily she was in no way able to do this, so it was agreed that she be relieved from the terms of the old lease if she would leave:

The Culling Mill & all the Geares thereunto belonging, as alsoe foure Bushell Waights of Iron, twenty pounds of small Leade waights, one paire of Skales with an Iron Beame, five Culling Broad bills, and boxing Chissell, and fiteene peacke bills.

It will be remembered that "culling" stands for Cologne, whence the mill stones were exported: the bills were evidently mill-pecks, which differed according to their use for dressing these burr stones, or "peacke" (i.e. Derbyshire) stones.

The next document is a summary of agreement for building a mill, and, being short, it is given in full:

An Agreement made with William Mourton and William Charsely for New Building a paire of Brest Mills before Midsomer 1696.

Imp<sup>s</sup>. They are to doe all Milwright's work of any nature whatsoever, and to fell all the Beech and Crab tree to be used at the Mill.

Item they are to find all sawing worck and to Load all the timber and to find all Labourers to dig up the Old Mill and to put in the New Mill, and to make her fit to worck. Mr. Drake is to pay them sixty pounds in manner following, ten pounds on 25th of Dec. 1695, and ten pounds on the 25th of feb. 1695; and ten pounds on the 25th of Mar. 1696, and the sume of thirty pounds more when the said Mill is finished.

And in case the said William Mourton and William Charsely damnify the dwelling house or Mill house, they are to repaire the same and leave it in good repaire.

Mr. Drake paid them in part five shillings.

This is perhaps too general to be very informative, and the same objection may be taken to our next document, but it is worth placing on record since it refers to the very tenure of the mill which formed the subject of the inventories quoted in the previous article. The paper is not dated:<sup>1</sup>

Some proposals on what terms I shall be willing to take the Mill at Lower end of the Town, the Property of William Drake, Esq<sup>ro</sup>.

In the first place the Mill & Banks to be put in good repair with some alteration in the Mill, likewise a Parlor & room over it to be built, the out houses to be put in good repair, the Mill tail to be warft<sup>2</sup> up either with Slabs or Bricks, the River below the Mill to be sunk so as the Wheels shall bear to be laid a foot Lower, and an arch made for the Carriages to go over. Likewise the Backwater to be turned down Berry Mead & the yard to be pailed in, the wash house & Buttery to be put in Repair & a pipe laid from the Mill pond

<sup>1</sup> It bears as watermark a bugle and baldric upon a cartouche; beneath are the letters G.R.

<sup>2</sup> This word should be "warped," with the 5th meaning given, as obsolete, by the *English Dialect Dictionary*: "to make an embankment."

to the wash house to carry the Water, & as the rent has been 30£ per year if these things are done to my mind, shall be willing to advance 5£ a year which I think is as much as it will be worth according as all other Mills in this Countrey are lett, although I Question whether 5£ a year may answer for the money expended in making these alterations which I perpose, yet without them the Mill will not be of any Service to me, nor I think to any Body else, for unless there can be another foot head or thereabouts gained she will do but Littel as water now is, & if the Spring come to be low not enough to answer keeping a Man; Neither will the Mill be of any service to a Tennant nor helpfull to the Market without these alterations, & I believe that no person that can carry on a Stroke of Business will be willing to hold it on other terms because it will not now answer that end. However shall not be willing to have it otherways, so if these perposals are not agreed to it will be free for any other person. I thought this might be the best way to prevent any Disputes hereafter, & that I might not be a hinderance to the letting of it if these perposals are not joyned with. I mean for the wheels to be as High as they now are.

Rob<sup>t</sup>. Eeles, Jun<sup>r</sup>.

Mr. Eeles certainly made his meaning very clear, and, as was seen in the former article, his offer was duly accepted.

Another document, dated 25 April 1766, is a lease of land on which a mill was to be built, and it furnishes some interesting detail. Unfortunately the "plan hereunto annexed" is missing, and the ground is very vaguely described, it must have been near to Lower Mill but the lease was for 30 years and the rent was £12 a year, so it cannot be the same as that for which Robert Eeles made his offer.

William Holding, the lessee, undertook to build:

one Good and Substantial Water Corn mill, eighteen feet wide in the Clear and twenty feet long in the clear, and the Brick work eighteen feet high to the plate, with two pair of French stones and two bolting mills, with Sack tackle and all other wheels belonging, sufficient to drive the same.

The landlord was to allow "so much rough timber, bricks, tyles, and other materials as will amount in value to £100."

The lessee was to keep all in good repair during his term and to leave the same in such repair at the expiration thereof, together with all the wheels, Tackle, going and running gears, except the French stones, spindles, Jacks, and foot brasses to the same belonging, Feeders, hoops, bins, and bin-ladders, bolting-mills, pulleys and ropes to the same belonging, meal troughs and sack ropes, all which are agreed to be appraised and valued at the end of the said term by two indifferent persons.

It seems surprising when one considers the size of the river Misbourn how it can have been expected that three mills could have run efficiently within half a mile.

#### FARM LEASES

By the seventeenth century there can have been little uninclosed land in the parish of Amersham; the large number of copyholders occupied tenements without much land attached to them. It so happens that a good many farm leases exist which relate to the second half of the 17th century, all based on a standard form of lease. Where farms were of any size the lease was for 21 years, and the rent depended entirely on the ratio of arable to grass-land; thus Quarrington Farm, on high ground to the east of Coleshill, was let at 6s. 8d. for each of 300 arable acres, and £2 for each of four acres of meadow. There was a penalty

of a further £2 an acre for each acre of meadow ploughed up. The landlord reserved his rights to timber, and to fishing, fowling, hawking, and hunting, though the fishing rights on the hills can scarcely have been of much use; he agreed to put the buildings in repair, though the tenant must maintain them afterwards, the landlord supplying rough timber. A clause in this, and in many of Sir William Drake's leases, obliged the tenant to make 2 or 3 acres of orchard, the trees being supplied by Sir William.

The tenant was forbidden to "cross-croppe," which implied the growth of a crop out of rotation; this was probably<sup>3</sup> (for direct evidence is not available):

- 1 fallow
- 2 wheat
- 3 oats
- 4 clover

A further obligation upon the tenant was "to spend all stover growing upon the land" on the farm; the word "stover" is merely an aphetic form of "estover," and could be used for straw or stubble, but here probably means "hay made from second mowing of clover"; the idea behind it is the winter maintenance of cattle.

The tenant had liberty, for six months after the end of the lease, to use the barns "to spend the stover."

The tenant had to maintain the hedges round a wood "except at a fall"; he had not "to new-make hedges under 9 yeares growth, and they to be new made upon winter corne." In some leases the tenant had to leave crab-stocks in the hedges and graft them; evidently Sir William favoured apples.

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<sup>3</sup> The Rev. St. J. Priest in *Agriculture of Bucks*, 1810, p. 156, says "at Amersham the rotation in the open-fields is the same as in all other places, fallow, wheat, beans," in the inclosures he gives the four-course system quoted above.

Finally, the tenant of Quarrington had to provide two days' work with five horses and carts, and two men annually; this boon-work, which varied according to the size of the farm, was a relic of manorial tenure which may be countered by one of the landlord's covenants in a lease of Tomlins made in 1681; here the landlord agrees to allow one load of ash every two years for "plough boot and cart boot." Another manorial custom was the tenant's obligation to provide a couple of turkeys at Christmas, a farm smaller than Quarrington had to furnish a capon, or two hens.

In a lease of land to Wm. Ball in 1679 it was stipulated that the tenant should leave 20 acres fallow in the last year; although he had the usual restrictive covenant against ploughing meadow-land, with a penalty, this was expressly over-ridden by the following clause:

The tenant is to have Liberty to plow at his will and pleasure (notwithstanding it being excepted in y<sup>e</sup> 7<sup>th</sup> article), only y<sup>e</sup> Tenant doth obleige him selfe to Lay down the same againe, or soe much in y<sup>e</sup> room thereof where the Landlord shall think most convenient, three yeares before the expiraçon of the Terms, and y<sup>e</sup> same to be sowed with Cynqfoile, Clover, and regrass, and Drest, and y<sup>e</sup> stones pickt off in order to make it as good a sword as now it is at the charge of the Tenant.

This is a fairly early date for cinqfoil, though not perhaps for rye-grass. It was not often that a crop was specified, but when Mop End Farm was let to John Sells in 1670 he had a particular obligation regarding a field known as Norrisses Mead:

J. S. to soe it this yeare with Pease or oates, and soe sinkfoy or clover grasse with it for this present cropp, and soe lay it downe for y<sup>e</sup> tyme of the lease for nine yeares.

When "soe" has to do duty for "sow" and "so," care is needed for a clear understanding.

Nearly a century later, in 1759, James Mallors was given a lease for 21 years; he entered upon land of which 15 acres were fallow and 9 of them were ploughed; he had to leave the same area ploughed and fallow "and to sow in y<sup>e</sup> last year 32 acres of corn land with rye-grass, clover, and black-seed."<sup>4</sup>

In a lease of Whelpleys, undated but about 1675, occurs the following clause:

The Tenant to lett 10 Acres of Land lie allwas Lea dureing the whole terme of years, & to leave 30 Acres of fallow the last yeare. . . . .

Another lease of 3 acres of arable land in Further Berry Feild was let to Nathan Child; by the second clause the ground was

To be left Lea one year before the expiration of the Lease.

In a lease of 90 acres to Wm. Higgs in 1690 the tenant is told to leave "20 Acres of fallow the last yeare."

When Tomlins Farm was leased to Wm. Widmore in 1681, the clause to this effect was worded rather differently:

He the said Wm. Widmore shall and will lett lye Ley and unsowed Fifty Acres of the Lands next adioyning to the Manor House.

It is not clear whether "ley" and "fallow" are intended to be synonymous; the word (which may be spelt "lea" or "lay"), can bear that meaning, and the sense requires it but the occurrence of "lea" and "fallow" in the Whelpleys lease suggests some distinction. The meaning more usually given to the word is "land that has been untilled for some time; arable land under grass."<sup>5</sup>

<sup>4</sup> Probably this was "black-grass," *medicago lupulina*; Anne Pratt says that it "was once deemed the most valuable of all those plants known as artificial grasses, but its culture is now out of repute." It is common in its wild form.

<sup>5</sup> *O.E.D.* and the *English Dialect Dictionary*.

## TIMBER AGREEMENTS

On 7 March 1686 an agreement was entered into by Henry Bull, of Brainford's Farm [Brentford], and Nathaniel Ball for the purchase of a "fall of wood next the highway leading from Amersham to Beaconsfield." There were 22 or 23 acres "allowing 1 acre to the score," on which they might cut all beech "above 15 inches about the body a yard above the ground." They were to leave the timber trees (evidently meaning oak, or ash), "excepting 6 oakes to every acre soe felled, most whereof are already marked." For this they were to pay £3 per acre, which seems fairly low, but a still lower price was quoted when, on 1 Nov<sup>r</sup> 1690, Edward Leared bought 61 beech in Summerfield Wood

which are now marked with a downeright stroak of a markeing Iron on the body of each

and 41 beech in Lotts' Wood. He was also to have all the underwood in Lotts' Wood (10 acres), to be cut down before 30 April and carried away by the 24 June,

except all timber and timberlike trees (other than the 41) and all other single trees of Oak, Ash, and White beech [hornbeam] now in Lott's Wood.

For this he was to pay only 35<sup>s</sup>. per acre, and to cutt, plash, and new make the hedges, taking all the offall wood which shall arise of the cutting and plashing.

The low prices in both these cases suggests that it was chiefly coppice with a few standards; the purchasers would get little beyond wood for "bavins," or faggots.

A different case was that of the timber sold on 25 Oct. 1693 to John Bell of Coleshill, hoop-shaver, and Edward Leared, though it will be seen that the price was ultimately governed by the acreage felled.



Firstly £50 had to be paid for "all and singular the woods, underwoods, & trees now standing, groweing or being" in Nash Grove, estimated to contain "fower and fifty acres,"—excepting and reserving out of the bargain "all trees of Oak & Ash whatsoever now standing on the premises, other than oak & ash groweing on stemms," and excepting also all "beech, aspe, & poplar which are under twenty Inches in bighth to be admeasured a yard above the ground, and also tenn Beeches, which shall girt twenty inches att the least a yard above ground." The purchasers must enter the wood by 25 March "to fell, cutt downe, hew out, and sett upp" one half of the trees, and "to ridd and cleere the said wood ground thereof" before 24 June; the other half followed the same days in the year 1695. The payments to be made were £75 on 24 June, £50 on 1 November, and £68 on 24 June 1695; these sums, with the £50 paid on the execution of the agreement, amounted to £243, which is equivalent to £4-10-0 per acre. The wood was to be measured "by the sixteen foot & halfe pole," and if it proved to exceed 54 acres, the buyers were to pay

for every acre of the same which shall soe exceed & be over & above fifty fower acres in measure as aforesaid, and soe according to that propotion for a greater or lesser quantity than one acre over.