

# 'A SINGULAR COMMODITY': THE FIRST CENTURY OF BEDFORD'S CHARITY, AYLESBURY, 1494–1597

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*Five hundred years after the death of its founder Bedford's charity still exists in Aylesbury, though in a somewhat attenuated form compared with its original asset base and standing. Mr Hanley, County Archivist, describes here its origins and traces its early vicissitudes – mainly caused by sophisticated attempts on the part of certain trustees to convert the assets to their own use.*

Bedford's Charity, the oldest of Aylesbury's charitable foundations, has its origins in the will that John Bedford of Aylesbury, made on 12 July 1494<sup>1</sup>. The will does not give the testator's status or occupation, but a later source reveals that he was an attorney practising in the Court of Common Pleas at Westminster<sup>2</sup>. From this it is possible to identify him as the John Bedford who is recorded as having held the, now obscure, offices of clerk of the King's silver and exchanger between the years 1476 and 1494. He thus combined a residence in Aylesbury with a profession that required his frequent presence in the capital and he evidently died while still in harness. It is probable that Bedford was in fact a native of Aylesbury for the surname is found in local records as far back as the previous century.

The will itself tells us that Bedford had considerable property in houses and land in Aylesbury, as well as some in the nearby parishes of Hartwell and Stone, and that he had a wife called Joan and two children, Thomas and Agnes, both still under the age of fourteen in 1494. No other relations are mentioned. The property – not described in great detail – comprised eleven or more scattered holdings situated in Cat (ie Castle) Street, Baker Row, Butcher Row and elsewhere within the town, and lands, meadows and pastures in the parish. The extent of the lands is unspecified but can hardly have been less than 158 acres, which was the area of the estate in the eighteenth century<sup>3</sup>.

The will, which exists only in much later copies<sup>4</sup>, is long and somewhat complicated in its provisions, but the general purport is clear. It divides the

property, with a few minor exceptions, into a series of parcels all of which had already been vested in unnamed 'feoffees to uses', or trustees, and disposes in turn of the income arising from each. Accrued income from one parcel comprising two messuages and the bulk of Bedford's lands in Aylesbury parish, up to the value of £50, is assigned straight away in alms 'to blind people, to crook, sick, feeble and poor people and to go to repairing of the highways within the precinct and lordship of Aylesbury ... equally to be divided'. This very substantial bequest, which would almost certainly have required the income of a period of years to pay it off, is stated to be 'in discharging my conscience against my master Thomas Tettesworth'. The Thomas Tettesworth in question seems to have been an attorney of that name who is known to have been practising in the court of Chancery as late as 1471<sup>5</sup>.

Income from another parcel is earmarked for the use of the testator's widow during her lifetime, together with a share in his household goods; and provision is also made to raise money to be laid out in alms for the souls of the testator's parents. Otherwise the income from all the parcels is settled separately in various combinations on his two children and their respective issue. But if both children should die without issue all the income is to be devoted to charitable purposes forever. In this event the income from one parcel is to be set aside specifically for alms and from another to repairing the highway between Aylesbury and Hartwell as far as Wall Bridge (ie the bridge over the Bear Brook on the parish boundary), except the

bridge itself which is stated to be the responsibility of the township and lord of Hartwell. The income from all the remaining parcels is to be devoted generally to the repair of the highways within the lordship of Aylesbury in perpetuity.

The will also stipulates that there were always to be seven or nine feoffees who were to be 'good and well-cautioned men of Aylesbury and Hartwell' and that whenever death should reduce their number to two these two should enfeoff others in their places. The trustees were to pay the income from the property to the executors, who were to bestow it under the direction of the overseers of the will. Neither the executors nor the overseers are named in the surviving copies of the will, but it appears from later evidence that Bedford named his wife Joan and one Richard Frere, a clerk, as executors and his own clerk, John Hall, as overseer<sup>6</sup>.

Unfortunately, the arrangement laid down in the will for the appointment of new trustees effectively ensured that the property would be for long periods in progressively fewer and older hands. It proved to be a source of serious weakness in the future.

Bedford's charitable dispositions were, as we have seen, entirely contingent on the deaths of his two children without offspring and so might well never have taken effect; in which case the story would have been very different. In the event, although many of the circumstances are obscure, it is known that Joan outlived her children by many years and that both died without offspring. There is later evidence, too, to the effect that while Joan was still living the deeds and documents relating to the estate were placed in a chest and deposited in the parish church for safekeeping, and that the income, other than the share allotted to Joan for life, was applied as the will had directed. What had begun as primarily a family settlement had become a charitable foundation<sup>7</sup>.

In establishing a charitable trust – even if subject to certain contingencies – Bedford's will is an example of a form of public endowment which has come to be taken for granted, but which was as yet comparatively rare in 1494. Since as early as the thirteenth century the device of enfeoffment to

uses had been employed to get around the common law prohibition against the devising of freehold land by will, as well as to overcome other inconveniences of feudal forms of tenure. With the emergence in the early fifteenth century of Chancery as a separate court of equity willing to protect the use, or trust, against the feoffees, or trustees, who were the legal freeholders in the eyes of the common law, the device became extremely common in everyday property arrangements. In this way it was possible to escape even the forfeitures that accompanied conviction for high treason, a general hazard during the Wars of the Roses.

At an early stage the device was also applied to certain types of religious endowment, in some cases in order to overcome the common law rule that unincorporated bodies could not hold property and in others to evade the provisions of the statute of mortmain which prohibited gifts to religious corporations without royal licence.

Gradually trusts of this kind came to be used in establishing permanent charitable endowments for secular as well as religious purposes. But such secular establishments remained uncommon until well into the sixteenth century. Prior to the Reformation, charitable benefactions of all kinds were most commonly made as outright gifts to be applied immediately. Though not the earliest Buckinghamshire trust of this kind, Bedford's is by far the oldest to have survived to this day as an independent body<sup>8</sup>.

Gifts and bequests for the upkeep of roads and bridges in particular were more popular in Bucks than in most other rural counties, probably because of the generally poor state of the local roads, many of which were on ill-drained clay soils. For obvious reasons this form of giving had a special appeal for merchants, an example being Sir Ralph Verney (d. 1478), Lord Mayor of London in 1465, who left £10 to amend the roads around Aylesbury and Fleet Marston. But people of much lower status also contributed for the same purpose, like John Billing of Aylesbury, who left £20 in 1510 for mending one of the principal streets of the town<sup>9</sup>.

Nor was care for the highways confined wholly to gifts and bequests. Sir Hugh Clopton (d. 1496)

of Stratford-upon-Avon, another Lord Mayor of London, is credited with having at his own expense made a causeway '3 miles from Aylesbury towards London and 1 mile on this side'. This causeway must have greatly improved the approaches to the town and was doubtless appreciated by Clopton's fellow townsman, William Shakespeare, who would have taken the same route to the capital in the following century<sup>10</sup>.

As a lawyer who must have spent much of his time in journeying to and from London and in following the itinerant assize courts, John Bedford had reason enough to be interested in the state of the roads in his home parish, but the extent of his provision for them is unusual. His will is remarkable also for the complete absence of the customary invocations of the saints and of bequests to religious houses or for the upkeep of lights in the parish church, etc. This could be the result – at least in part – of editing on the part of later transcribers, but it is consistent with the exceptionally secular character of charitable giving which W K Jordan noted as characteristic of Buckinghamshire in this and later periods<sup>11</sup>.

Although Joan Bedford is stated to have made a will in which she names her husband's executor, John Hall (d. 1534), as her executor also, it cannot now be traced and the date of her death is unknown<sup>12</sup>. She was certainly alive in July 1525 when – jointly with John Plommer of Aylesbury and his wife – she was granted a forty-year lease of a messuage and cottage adjoining in the Hale along with meadow at Haydon Hill and an acre of arable in Hale furlong. The lessors were Richard Bovyndon, John Wells and Richard Frere, churchwardens of Aylesbury, together with Matthew Petifer, gentleman, William Basset and William Phillipps, feoffees to the uses of John Bedford's will, acting, it was said, 'with the assent and consent of the most of the worshipful persons of the parish'<sup>13</sup>.

This lease, which is the earliest extant original document relating to the charity, was probably made chiefly for the benefit of Plommer, who is made responsible for various covenants in it. The involvement of the churchwardens cannot have had any strictly legal justification, but like the reference to the consent of the 'worshipful', was

evidently designed to add weight to the proceedings. Taken in conjunction with the evidence about the deposit of the charity deeds in the parish church it helps to explain why the churchwardens are recorded as owing a quitrent for Thomas (sic) Bedford's lands in a half-yearly rental for the manor of Aylesbury dated 1529<sup>14</sup>. Clearly the charity lands are meant because the amount stated (20s 2 3/4d) agrees closely with that charged against the highway trustees in later rentals. Joan Bedford was probably dead by 1529 since her name does not appear in the rental. She had earlier been assessed for tax in the muster roll of 1522 and the subsidy of 1524<sup>15</sup>.

Petifer, Basset and Phillipps were the survivors of John Bedford's original trustees – the only ones whose names have come down to us. In 1524 these three on their own authority had executed a 41-year lease of other charity property to Richard Collingbourne<sup>16</sup>. Following the death of Joan Bedford the same three at the request of John Hall are said to have enfeoffed twelve new trustees – three more than the maximum stipulated in Bedford's will. They were William Baldwin, gentleman, George Hall, Richard Collingbourne, John Paul, Edmund Walwyn, Robert Abrickett, Richard Frere, Simon Sinclair, John Wells, William Bradley, William Hopkins and Richard Bovyndon<sup>17</sup>.

On the evidence of the assessments of 1522 and 1525 and other sources the new trustees and their three predecessors were drawn from the ranks of Aylesbury's most substantial citizens in terms of personal wealth<sup>18</sup>. Much the most important was William Baldwin. He was the only son of Sir John Baldwin, a prominent lawyer who became chief justice of the Common Pleas in 1535 and who purchased the manor of Aylesbury in 1538, the year of his son's death<sup>19</sup>. Walwyn and Paul had been two of the three masters of the guild, or fraternity, of Our Lady in 1522, the third being William Basset, one of the outgoing trustees; also known to have held this office are Frere (1525), Wells (1525), Bradley (1541), and Collingbourne (1538, 1542)<sup>20</sup>. Collingbourne, already as we have seen a tenant of the charity, was the son of John Collingbourne (d. 1524), one of the five wealthiest men in the county according to the 1522 muster roll<sup>21</sup>. George Hall was the son of Bedford's

overseer; he was probably not resident in Aylesbury<sup>22</sup>. Bovyndon, Wells and Frere were the churchwardens named in the 1525 lease. Their inclusion indicates a wish to maintain the link with the parish church.

The wholly secular character of Bedford's trust enabled it to survive unscathed the upheavals and confiscations accompanying the Protestant Reformation which began in the 1530's. This period was to deprive Aylesbury of two of its most important institutions, the Franciscan friary, suppressed in 1539, and the fraternity of Our Lady, dissolved under the Chantry Act of 1547. Since its incorporation by royal licence in 1450, with its own seal and distinctive dress and with authority to acquire lands in mortmain to the value of £20 yearly, the fraternity had played a central role in the social and economic life of the town. Although its principal function had been to provide spiritual benefits for the souls of its members, living and dead, part of its annual income of some £26 had also been employed for the upkeep of almshouses and for the relief of the poor. Its loss must have been a devastating blow to the whole community. Nor were these the only losses of community assets suffered, for in January 1553 the treasures of the parish church shared in the general confiscation ordered by the government of church goods used for superstitious purposes.

But though the trust itself had survived there is evidence suggesting that its management at this period was decidedly open to question. In 1545 – by which date the number of trustees had declined to five (Collingbourne, Frere, Sinclair, Bradley and Wells) – a 99-year lease of the greater part of the charity estate was allegedly granted to John Walwyn of Aylesbury at an annual rent of £7 17s 6d. Around the same time the same trustees appear to have granted away another sizeable property in perpetuity to Robert Woodleaf, or Woodliffe, at an annual rent of £5. If not technically illegal, these transactions clearly breached the spirit of the founder's will, which had laid down that the lands were never to be sold. At the very least the fixed rents were likely to be contrary to the long-term interests of the charity<sup>23</sup>.

The two lessees were both men of local importance. John Walwyn was the son of Edmund

Walwyn, the trustee. In 1554 he was to be named as Aylesbury's first mayor, or bailiff, in Queen Mary's abortive charter of incorporation and he was the only townsman to sit in Parliament under the charter during the whole of the century. He had previously played a leading part on behalf of the manorial tenants in the dispute over pasture rights with Sir Thomas Pakington, the new lord of the manor, which broke out around 1550. In a subsequent lawsuit he was accused of having forged a customal purporting to date from the reign of Richard I in order to make their case more convincing. Walwyn is first met with in 1541 when he succeeded to a small copyhold in Kingsbury following the death of his mother. In 1544 he became a tenant of the Mercers Company at Weston Turville, though apparently not for long. Since his father had been assessed on goods alone in both the muster roll and the 1525 subsidy, it is unlikely that Walwyn inherited any significant amount of land, yet a manorial rental of 1570 shows him as one of the largest landholders in Aylesbury paying fixed rent of over £3 yearly. He also advanced himself on the social scale, styling himself a gentleman – a title accorded him in the charter – even before having his pedigree accepted by the heralds in 1566. Walwyn's lease was stated to have been granted in return for his yielding up certain other Bedford properties then in his possession and relinquishing all other claims to the estate<sup>24</sup>.

Robert Woodleaf, 'gentleman', was also named in the 1554 charter as one of the aldermen, but his connection with Aylesbury is less obvious, though he was a tenant of the manor and a lessee of the Fraternity. A lawyer and a member of the Inner Temple, he acquired the manor of Peterley in Great Missenden in 1551, probably as a sub-tenant, and was later chosen as MP for Wycombe in 1558. Like John Bedford before him, he was an attorney in the court of Common Pleas<sup>25</sup>.

Unique first-hand information about the tenants as a group in the 1550's is found in a list of 'Our Lady Day Rents' dated March 1556, identifiable on internal evidence as referring to the highway lands. Sixteen tenants are listed whose (half-yearly) rents (not totalled) add up to £6 18s. 6d. Of this sum much the largest share, £2 10s. 0d., was due from 'Master Woodleff', no details of whose



holdings are given. A separate memorandum in a different hand refers to a 'lease to Walwyn' and notes receipts for a house and land which appear to total £6 7s. 4d<sup>26</sup>.

All the other tenants paid rents ranging from 10d to 10s, either for houses and closes or for small quantities of arable and meadow. 'Master Colyngburn' paid 2s 6d for a close, presumably the same one that he had leased in 1524 (the rent was the same). Sir Thomas Pakington, lord of the manor of Aylesbury, paid 15d 'for a close exchanged'. Other tenants included 'Master Anne' (William Anne)<sup>27</sup>, John Bosse<sup>28</sup>, William Atkins, Thomas Dale<sup>29</sup> and Anthony Findall<sup>30</sup>, of whom the first four had been named as aldermen and the last as a capital burgess of the new borough corporation, then still in being, at least on paper.

Thus altogether, in addition to Walwyn, six of the tenants were also members of the corporation, including five of the eight aldermen. This strongly suggests firstly that the allocation of tenancies around this time was subject to a considerable degree of bias or influence and secondly that even small urban properties had a considerable attraction. One may reasonably speculate that for some members of the corporation whose links with Aylesbury were perhaps at best tenuous such tenancies may have helped to provide sufficient evidence of a stake in the town to justify the inclusion of their names in the charter.

An explanation is suggested by Walwyn's lease of 1545. Since this lease embraced most of the charity estate including all but two of the urban properties, it appears that many – if not most – of the other tenants were effectively his subtenants, and some at least may well have been chosen with other than business considerations in mind. In practice, as we shall see, Walwyn apparently took great pains to conceal the very existence of his lease, fearing perhaps that it could be challenged in the courts.

By 1559 there were only two surviving trustees, Collingbourne and Sinclair. Neither was resident in Aylesbury. Collingbourne had left the town by 1548 and by 1551 was living at Llangollen in distant Denbighshire<sup>31</sup>. Sinclair's home was in Thame, Oxfordshire, some nine miles from Ayles-

bury<sup>32</sup>. At this juncture, when there seemed to be a danger that the charity might disappear altogether if nothing was done, public opinion took a hand. According to one account 'upon request made to them by the inhabitants of Aylesbury', Collingbourne and Sinclair enfeoffed new trustees in accordance with Bedford's will. The new trustees were thirteen in number (Bedford had stipulated seven or nine) and included John Fountain, who was lessee of the prebendal manor of Walton in the parish of Aylesbury, as well as Henry Eglinton and John Andrew, churchwardens of Aylesbury in 1559<sup>33</sup>. The other trustees were; Henry Parrott, Thomas Munday, Henry Munday, David Williams, William Newnes, Christopher Goodson, Richard Person, Henry Balledge, Thomas Cuddington and Anthony Findall<sup>34</sup>. On 22 March 1560 they all signed a formal release, or disclaimer, to their predecessors for all manner of actions in respect of 'Bedford's lands'.

The original of this release has survived among the Hampton (Pakington family) papers<sup>35</sup>. So also have two other documents which cast serious doubt on the good faith of the outgoing trustees and suggest that the release may have been premature. The first of these is a lease dated 28 March 1559 from Collingbourne and Sinclair, in their capacity of trustees, to one Henry Pott of a close of land in Aylesbury. The lease is for 41 years and is to run from the expiration of the existing lease for 41 years made to Collingbourne himself in 1524. The second document, dated 22 April 1559, is an assignment of the same lease from Pott back to Collingbourne<sup>36</sup>.

By this evidently collusive transaction Collingbourne secured to himself a reversionary interest in the property which would tie the hands of his successors. A further assignment, endorsed on the lease, shows that he duly took up this second lease and eventually disposed of his interest in it to Sir Thomas Pakington in 1568.

Within a few years of taking over, the new trustees began the first of what proved to be a series of linked Chancery suits against their predecessors, together with John Walwyn<sup>37</sup>. In their first bill of complaint, after reciting the history of the charity estate, they accuse the two former trustees *inter alia* of having made leases to

Walwyn and others to the detriment of the estate and of having concealed the evidence of such leases from their successors and of converting the fines or fees charged for granting leases to their own use.

The bill specifically accuses Walwyn, 'being of late churchwarden of Aylesbury', of having abused his office to obtain possession of the charity records and of having conspired with Collingbourne and Sinclair to procure himself a lease for 500 years of the whole estate. It alleges that the revenues of the lands, which had formerly been about £12 yearly, and are worth £20, will not now amount to £8. As a result of such 'ungodly' practices the trustees complained that they were in the position of not knowing what leases had been made or what rents to demand or of whom, and that 'the commonwealth [had been] spoiled and deprived of a singular commodity'.

Walwyn's answer to the charges<sup>38</sup> concentrates mainly on the alleged 500-year lease to himself which he reveals was dated 14 March 1560, ie a mere eight days before the enfeoffment of the new trustees. By the lease, for which he had paid twenty marks (£13 6s 8d), Walwyn had acquired the whole charity estate, of which he was still possessed, for an annual rent of £11 6s 8d. The lease, he alleged, had been made by the two trustees in order to assure the income and because parts of the property were in ruin and decay and Walwyn had made himself responsible for repairs.

He pointed out that he was also liable for annual quitrents of £2 8s 11d and that a large part of the estate was subject to unexpired leases made to others. He did not volunteer any information about these earlier leases, but he suggested that the plaintiffs would not have been likely to have ratified their predecessors' actions at the time of their enfeoffment without having had a perfect knowledge of what leases and grants had been made by them. The 1560 lease in particular had not been kept secret, but was well known to various inhabitants of Aylesbury. The other allegations, including Walwyn's alleged misappropriation of the records, were blandly denied.

Although plausibly expressed, Walwyn's defence is wholly unconvincing because he fails to

deal with the obvious objection, namely why Collingbourne and Sinclair had found it necessary to grant such a long lease – in itself a highly dubious proceeding – so shortly before giving up their trusteeship.

Sinclair's answer<sup>39</sup> corroborates that of Walwyn but adds some details of interest. He admits that in the past the trustees had sometimes through ignorance given leases of parts of the property to unsuitable tenants. He and Collingbourne, both residing as they did at a distance from Aylesbury, had employed deputies or bailiffs, among whom he instanced Henry Parrott and John Andrew the elder, both of Aylesbury, to receive the profits of the estate and bestow them to the proper uses. It was allegedly because the deputies had proved 'very negligent and careless' that they had decided to let the whole estate to Walwyn at the accustomed rent in return for a payment of twenty marks 'towards some recompense for their charges, travel and expenses'.

Collingbourne's answer<sup>40</sup> is more forthcoming. He relates that at a meeting of all three defendants Walwyn had persuaded Sinclair and himself in the presence of witnesses that the Bedford lands were held of the queen *in capite* and that because various conveyances had been made in the past without the necessary licences of alienation having been obtained they had become forfeit to the crown. To prove his point he had produced letters patent bearing the great seal. 'After long talk had' he had offered not to take advantage of their ignorance or to inform the queen's attorneys of the alienations, provided that the two trustees would make him a 500-year lease. Then in a dramatic gesture he had thrown the supposedly incriminating document into the fire and burnt it before their eyes. The spectacle of the great seal of England – an imposing wax disc bearing the royal image on both sides – dissolving in the flames was calculated to make a deep impression on his audience.

Collingbourne and Sinclair, 'fearing some other letters patent and thinking well of the said Walwyn and that he would not abuse the said defendants with any untruth', had granted the lease accordingly. In a further rejoinder Collingbourne adds that he was 'most subtly and craftily defrauded and deceived by the said

Walwyn' and requested the court to invalidate the lease.

The proceedings must have been inconclusive for within a year or two a further bill of complaint was filed bearing the date 30 April 1567 formally requesting that the two former trustees be compelled to appear to explain why they continued to withhold certain deeds and documents and unexpired leases of the trust estate, the number and whereabouts of which were unknown to the plaintiffs<sup>41</sup>. In their separate replies the defendants, of whom Sinclair was too infirm to appear in person, admitted that they had certain documents in their possession but denied any obligation to answer.

Simultaneously with this suit the trustees had begun another against Walwyn alone<sup>42</sup>. In the bill of complaint the whole responsibility for the alleged irregularities is this time placed squarely on Walwyn, who is described as 'a man through long experience greatly trained in sundry politic devices and having a sharp wit whereby he can continue in any subtle inventions'. His associates, Collingbourne and Sinclair, on the other hand are described as 'simple men', who had been deluded by Walwyn and who had only granted him the 500-year lease out of 'great fear' and to avoid what they thought would be their 'utter undoing'.

The existence of the lease had allegedly only come to the notice of the trustees within the past two years. Since then, and presumably following the previous court action, the trustees had 'to their great charges by the mediation of the worshipful gentlemen of the said county of Buckinghamshire' succeeded in having it cancelled. In order to achieve this result they had been forced to compromise to the extent of granting Walwyn another lease of part of the property for thirty-one years. Having secured this new lease Walwyn had promptly sold his interest in it to a certain John Kcble of Aylesbury<sup>43</sup> for the large sum of £36.

But this was far from being the end of the matter. For as the bill of complaint recites, after receiving the quid pro quo for surrendering the 500-year lease of 1560 Walwyn had 'of late' for the first time informed the trustees of the existence of the earlier, 1545, lease for 99 years. He had not, however, revealed to them 'by whom the said

lease was made and when it should have his (sic) commencement and ending or what yearly rent is required for the same'. Such a lease, the plaintiffs asserted, tended to the 'utter overthrow of the godly dispositions of the said John Bedford'.

The bill concludes with an eloquent representation of the potential benefits of Bedford's godly dispositions, if only it were possible to realise them:

And for so much as the said town of Aylesbury is the choicest town within the said county of Buck at which town th'assizes and sessions have been most commonly kept, in the which town also is situate the common jail of the whole shire and there is also weekly a great market for all the whole country and over this town is a great thoroughfare from the city of London unto divers parts of this realm and the highways so very foul in winter season that the Queen's subjects cannot without great damage pass from and to the said town. The profits of the said lands and tenements if they may be yearly employed upon the said highways it will within very few years so come to pass that the said highways shall be well repaired to the great benefit of all the country.

In his answer Walwyn, while denying any malpractices, confirmed the existence of the 99-year lease dated 18 December 1545, the contents of which have been summarised above. It had been granted to him, he claimed, in return for having surrendered his existing lease of Bedford property and for having bought up several other outstanding leases in portions of the estate in order to surrender them to the then trustees. Afterwards, in 1556-7, he had assigned this lease to his son, Robert, who was then still in possession<sup>44</sup>.

In further exchanges between the parties the plaintiffs went so far as to question whether there had in fact ever been any 99-year lease made to the defendant. Walwyn, it seems, had never claimed anything in the premises by virtue of it until recently. Moreover, the plaintiffs claimed that they had asked Collingbourne and Sinclair in the defendant's presence 'if there were any secret leases made of the premises. Who answered there were none the which the said defendant holding his peace and not saying anything to the contrary seemed to affirm'. They also stated that since the date of the alleged 99-year lease Collingbourne and Sinclair had made leases of various portions of the estate with Walwyn's agreement and consent,

citing as an instance a lease made by the pair to one James Wallinger, gentleman. Walwyn denied these allegations and he also denied that he had been given a 30-year lease by the plaintiffs in return for cancelling his 1560 lease for 500 years<sup>45</sup>.

It transpired that Walwyn was not in fact in a position to produce documentary evidence to support his case, for he had in the meantime himself taken out a Chancery action against Collingbourne and Sinclair for the return of his 1545 lease which he claimed had come into their possession, accusing them of speaking it abroad that he did not have a good title. In their reply the defendants, confirmed the granting of the lease but denied that the document was in their possession and asked for the case to be dismissed<sup>46</sup>.

Additional background to this litigation is provided by an unrelated Chancery action brought against Collingbourne and Walwyn by Richard Bosse, son of John Bosse, deceased<sup>47</sup>. This action arose out of a conveyance of copyhold land of the manor of Aylesbury made by Collingbourne to Bosse in February 1565 by means of a surrender made outside the manor court to trustees for the purchaser. The trustees in question were Walwyn and John Fountain. Fountain had evidently fulfilled his obligation as a trustee by presenting the surrender in court, but Walwyn had allegedly failed to do so and he and Collingbourne were accused of 'a subtle confederacy and practice' to defraud the plaintiff by means of secret surrenders of parts of the property to other people. It comes as little surprise that the fraud was alleged to have been done 'chiefly by the sinister counsel' of John Walwyn. Fountain's having acted as co-trustee with Walwyn in this matter tends to confirm that he – like the other Bedford trustees – was still unaware of Walwyn's claims on the charity land as late as February 1565.

The outcome of the trustees' actions against Walwyn is unknown. Possibly it was abandoned or, as in the previous case, another attempt may have been made to reach a compromise out of court. What is known is that twenty years later the Walwyn family still retained a claim upon the charity estate. For in 1587 the four then surviving trustees, John Fountain, Christopher Goodson, Henry Eglinton and Henry Munday, were parties

to another Chancery action against John Walwyn, parson of Hawridge (Bucks) and Robert Woodleaf, gentleman, on account of certain 'secret estates' (ie interests) in the Highway Lands pretended to have been made to the defendants<sup>48</sup>. Reference is also made in the bill to alleged sales of leases made by them whereby they had made great sums of money. It is further alleged that the defendants were still receiving the rents of the Bedford lands 'so that they cannot be employed for the maintenance of the highway'.

Why had the trustees delayed so long in seeking further redress? This is not revealed, nor are any specific details given of the transactions complained of. John Walwyn, the parson, was the eldest son of the erstwhile mayor of Aylesbury. 'Bred in the schools', he was ordained priest by the bishop of Lincoln in 1568 and had obtained the living of Hawridge by 1576 at the latest<sup>49</sup>. Woodleaf was the alderman of 1554.

In his answer, which is the only one now on the file<sup>50</sup>, Woodleaf describes the complaint as vexatious and insufficient, claiming to hold a portion of the estate in perpetuity at an annual rent of £5 by virtue of the grant made to him many years previously by Collingbourne, Fryer, Sinclair and the two other then surviving trustees. He also produced legal arguments designed to undermine the plaintiffs' position, arguing that the rent which he had paid to the plaintiffs and their predecessors, amounting in all to over £200<sup>51</sup>, had always been paid on sufferance only and not as a legal entitlement. There were two grounds for this assertion. Firstly, John Bedford had left the disposition of his trust funds not to his trustees but to John Hall, the overseer of his will, and it was Hall and his assigns who alone had the right to it. This was strictly true on a literal interpretation of the will. Secondly, he claimed that the enfeoffment by which the plaintiffs claimed to hold the estate was invalid because it contravened the act of parliament of 23 Henry VIII (1532–3) against grants of lands in mortmain which had limited enfeoffments in trust to twenty years duration.

Here again Woodleaf seems to have been correct according to the letter of the law. For although the act in question is entitled 'A Bill of Chuntries and Chapels', it clearly bears a wider



interpretation. The twenty-year limit prescribed by the act refers to future grants only. Thus, although Woodleaf does not say so directly, there is an implication that the earlier enfeoffment of Collingbourne, Sinclair and their colleagues was valid, having presumably antedated the statute; otherwise Woodleaf's own title would have been suspect.

Woodleaf went on to complain that he had never been able to find out how the money he had paid over had been bestowed and he requested that the court should compel the plaintiffs to make an account of the profits they had received. He also asked that the court:

may take such discreet direction and order by the worshipful of the same shire for the distributing and bestowing of the same rents and that the lords of whom the said lands are holden as Sir Henry Lee knight and master John Pakington esquire may be restored to their inheritance according to the meaning of the statute<sup>52</sup>.

Finally, Woodleaf denied that he had either made or obtained any secret estates 'other than he may do lawfully by the laws of the realm'. He did, however, volunteer information about several alienations of estate property of which he had knowledge. They comprised an exchange made with Sir John Baldwin, the details of which were unknown to him, and two alleged alienations made not by the trustees but by John Walwyn. One of these was a close on the north side of the parish church sold to one Barnaby, deceased, and the other a close in Cat street now in the possession of one Newyns, a butcher.

Once again the outcome of the case is unknown, but it may be significant that the name Walwyn does not recur in any later documents relating to the charity. There is no evidence to suggest that the court took any action on Woodleaf's proposal that the disposal of the charity's income should be looked into.

A few years later the number of trustees was again down to two, namely Christopher Goodson and Henry Munday – sole survivors of the thirteen enfeoffed by Collingbourne and Sinclair. Unfortunately, the two men could not agree on the enfeoffment of new trustees in their places<sup>53</sup>.

Goodson alleged that Munday, 'being a man of hard conscience and having made several leases prejudicial to the good intent for which the lands were given and because Goodson would not agree unto them grew altogether perverse'. Accordingly, Goodson decided to force the issue by enfeoffing on his own initiative Thomas Fountain and seven others 'being men of good credit and conscience in the towns of Aylesbury and Hartwell'. The others were Oliver Harding, Jeffrey Bampton, Robert Gullote, Robert Saxton, Henry Todd, William Farmborowe and Francis Jennings<sup>54</sup>.

Then Goodson and his new trustees commenced a Chancery action against Munday seeking both to be indemnified against such leases as the latter had made and to compel him to hand over the money in his possession, said to amount to about £40, to be applied to the appropriate good uses instead of to Munday's profit. The reserved rents of the charity were now said to amount to £30 or £40 a year, but little had allegedly been expended on the highways. In contrast the new trustees claimed that they had not made any new leases and that they had already spent on the highways £10 more than they had received.

Munday's position was that Goodson's enfeoffment was invalid since it was done without his knowledge and contrary to the founder's intent. But whether from a change of heart or under pressure from others, he resolved to forestall his opponents by means of a bill in parliament. Joined with him in this enterprise were Richard Speed, John Cockman, Anthony Story, William Forrest and Jeffrey Stevens – all described as 'yeomen' – as well as other unnamed inhabitants of Aylesbury. Crucially the enterprise attracted the sponsorship of the two knights of the shire for Buckinghamshire, Sir John Fortescue and Sir Francis Goodwin as well as that of Sir Henry Lee of Quarrendon, Sir Robert Dormer, Sir Francis Fortescue, Sir George Throckmorton, Sir Alexander Hampden and Sir Jerome Horsey, 'and divers others of the worshipful within the said county of Buckingham'. Even more impressively, the queen's favourite, the earl of Essex, condescended to prefer the bill to the House of Lords<sup>55</sup>.

Whatever the rights and wrongs of the dispute between Goodson and Munday the private act of

1598<sup>56</sup>, which is still its governing instrument, was greatly to the benefit of the charity, providing a new and much more solid foundation for its administration without in any way altering its objects. The act begins by briefly reciting the facts of Bedford's will and that the lands concerned, 'even at this day called the Highway Lands', were in the occupation of Sir John Pakington and nineteen others, named<sup>57</sup>. It further recites that long leases and estates had in the past been granted by the trustees to their friends, children and kindred for small or no consideration reserving only very small rents, 'so as the same highways therewithal have not been or can be repaired or amended nor poor people relieved'. It then proceeds to establish a 'body politic', with perpetual succession, of nine inhabitants of Aylesbury and Hartwell, to be known as the surveyors of the highways of Aylesbury, having the right to a common seal, in whom all the highway lands given by John Bedford are henceforth to be vested.

Of the nine surveyors named in the act four – Thomas Fountain, Oliver Harding, William Farmborough and Francis Jennings – were among those enfeoffed by Godson and the remaining five – Richard Speed, John Cockman, Anthony Story, William Forrest and Jeffrey Stevens – had all been named as associates of Munday in promoting the act. This suggests a degree of compromise on the part of both factions<sup>58</sup>.

The act also laid down some general rules about the future administration of the charity which show that lessons had been learned from what had happened in the past. Vacancies in the number of the trustees were now to be filled as they arose. Leases were not to be made for a longer term than twenty one years and not in reversion and the accustomed rent, or more, was to be payable. The trustees were also required to produce written accounts every third year to the bishop of the diocese for him to audit and reform<sup>59</sup>.

Ironically, the 1597 act coincided with new general legislation which defined and simplified the law on charitable trusts thus rendering incorporation less necessary. The new legislation also made provision for appeals to Chancery against abuses by trustees<sup>60</sup>. In due course the incorporated surveyors, who, incidentally, had no juris-

diction over the parish at large, were able to obtain a commission of enquiry and after a three-year suit to recover lands in the possession of Thomas Goodale and John Goodale, his son, Saunders Hayly and John Newin. The costs of the whole operation – borne by the charity – were substantial. The sum of £49 was spent on obtaining the act of parliament and an additional large sum on recovering the misappropriated lands<sup>61</sup>.

The 1597 act brought a new stability to the affairs of the charity, leading to an improvement in its income sufficient to assure it of a primacy among the town's increasingly numerous charities which endured to some degree until its decline into relative poverty in the present century. Its very prosperity and prestige were responsible for the charity's period of greatest controversy in the late seventeenth century, when it became the object of intense political rivalry between local Whigs and Tories and played a significant role in the evolution of the town's parliamentary borough franchise. This episode, however, merits a study to itself.

#### NOTES

- 1 Not 1493 as stated in R Gibbs, *A History of Aylesbury* (Aylesbury, 1885), 460. Two other surviving Aylesbury charities – Elliott's and the Clock and Chimes – were also founded in 1494 (*ibid*), but in both cases the endowments were vested in the churchwardens.
- 2 PRO C2/Eliz 1/Fa/25. I am grateful to Professor Robert Tittler for information about this and other references to relevant Chancery cases. The details of John Bedford's professional career in this paragraph were kindly supplied by Professor J H Baker.
- 3 Buckinghamshire Record Office (hereafter BRO) CH 12/E/2, terrier of charity estate, 1756; Birmingham Central Library (hereafter BCL) Hampton MSS no. 1821, rental of the manor of Aylesbury, 1486; the total rent due in 1484 was less than in later rentals indicating that Bedford had added to the estate after that date. The area of the estate following inclosure in 1772 was approximately 110 acres, (Gibbs, *op. cit.*, 461).
- Note.* There is a microfilm of the Bucks section of the Hampton MSS in BRO M 39.
- 4 There is an eighteenth century copy in the minute book – still in current use – which records elections of trustees; an earlier copy is included in BRO BAS 185/24, a volume of extracts relating to Bedford's Charity, etc., compiled by John Wigson, c. 1720. In neither copy is there any note of probate, but the will may well have been proved in the court of the ecclesiastical peculiar of Aylesbury, of which few records survive prior to 1550. The distinctions made in the will between the various parcels seem to have been disregarded in practice. In this article the spelling, capitalisation and

- punctuation of quotations have been modernised throughout.
- 5 *Calendar of Patent Rolls*, 1441–1452, 311; *ibid.*, 1452–1461, 38, 251, *Calendar of Close Rolls*, 1468–1476, no. 251.
  - 6 PRO C3/68/36. Richard Frere is probably the vicar of Aylesbury of that name who died in 1500 (Gibbs, *op. cit.*, 70). John Hall was practising as an attorney, 1492–1530; succeeded John Bedford as exigenter for Yorkshire and other counties, 1494; admitted to the Middle Temple, 1517; died 1534 (information kindly supplied by Professor J H Baker). He is probably also the John Hall, gentleman, who was a master of the fraternity of Our Lady, Aylesbury in 1516 and is described as 'late of Aylesbury' in the will of David Christoforson *alias* Christopher Dawson, a former bailiff of the manor of Aylesbury, 1518; he was assessed on land in Aylesbury in 1522 and still owned property there at his death (typed *Calendar of the Hampton MSS* in BRO, 262; E M Elvey, *The Courts of the Archdeaconry of Buckingham 1483–1523* (Buckinghamshire Record Society, Vol. 19, 1975), no. 393; A C Chibnall, *The Certificate of Musters for Buckinghamshire in 1522* (Bucks Rec. Soc., Vol. 17, 1973), 66; PRO PROB 11/25/f. 133, will, 1534).
  - 7 PRO C3/68/36, bill of complaint.
  - 8 This conclusion emerges from a check of the relevant columns of the *Victoria County History* (VCH) for Buckinghamshire. The earliest charitable trust noted was that founded in 1483 by Richard Read and Ralph Hobbs for the maintenance of the bridges of Newport Pagnell and for the amendment of the highways and the parish church and the relief of the poor there. It was later merged in the Town Lands Charity (VCH iv, 420).
  - 9 J Bruce, *Letters and Papers of the Verney Family* (Camden Soc., Vol. LVI, 1853), 27; PRO PROB 11/16, will of John Billing.
  - 10 Gibbs, *op. cit.*, 571.
  - 11 W K Jordan, *Philanthropy in England, 1480–1660*, 1959, 302, 346; W K Jordan, *The Charities of Rural England 1480–1660*, 1961, chapter II (Buckinghamshire).
  - 12 PRO C 3/68/36, bill of complaint.
  - 13 BCL Hampton MSS no. 1620. There is a minutely detailed exemplification of this lease, dated 1541, drawn up by the solicitor general and others at the special request of John Plommer, possibly for purposes of litigation (*ibid.* no. 1656), see also note 44. According to A C Chibnall and A V Woodman, *Subsidy Roll for the County of Buckingham Anno 1524* (Bucks Rec. Soc. vol. 8, 1950), 1, Petifer was the king's falconer.
  - 14 BCL Hampton MSS no. 735.
  - 15 Chibnall, *op. cit.*, 67; Chibnall and Woodman, *op. cit.*, 2.
  - 16 BCL Hampton MSS no. 1697, lease, 1559, reciting earlier lease, 1524.
  - 17 PRO C3/68/36, bill of complaint; the surname of the last named cannot be read with certainty. The number of trustees equals Bedford's maximum plus the churchwardens, a formula which seems to have been adopted on the next enfeoffment also.
  - 18 Of the total of fifteen, four – Baldwin, Collingbourne, Hall and Sinclair (Seyntelere) – do not appear in either assessment, but the first three of these are known to be sons of wealthy fathers. Of the remaining eleven, only two – Wells and Bradley – were assessed at less than £10 on goods in one, or both, assessments, a figure well within the top 15% of Aylesbury assessments in 1524. Five of them – Walwyn, Abrickett, Frere, Hopkins and Bassett – were assessed at £20 or over. It is noteworthy that only four of the trustees – Paul, Frere, Bassett and Petifer (Pertsere in the text) – were assessed on (freehold) land as well as on goods in 1522, the amounts ranging from £1 to £6. William Bassett is described as a mercer in a contemporary deed (typed *calendar of Hampton MSS* in BRO, 256) and the surviving will of Robert Breckett (sic) indicates that he too dealt in cloth (BRO MS Archd c312, will, 1534).
  - 19 For biographical details see DNB; S T Bindoff, *History of Parliament, The Commons 1509–1558*, 1982, 372.
  - 20 *Calendar of Hampton MSS*, 266, 270, 271, 123–4.
  - 21 PRO PROB 11/21, will of John Collingbourne, 1524. He was assessed at £18 on land and £300 on goods (Chibnall, *op. cit.*, 68). Collingbourne is described in 1504 as 'yeoman *alias* woolpacker *alias* woolman' (*Calendar of Patent Rolls*, 1494–1509, 397).
  - 22 PRO C2/Eliz 1/Fa/25. He evidently predeceased his father (see PRO PROB 11/25 f. 133).
  - 23 PRO C2/Eliz 1/Fa/25; PRO C3/190/96.
  - 24 There is a brief biography of Walwyn in Bindoff, *op. cit.*, III, 542. The text of the charter is printed in Gibbs, *op. cit.*, 116–122. Additional sources are PRO C1/1373/11, Pakington v. Walwyn; Caroline Martin, 'The Manor of Hide in Weston Turville', typescript thesis in BRO, citing acts of court of St Paul's School, Dec. 1544; BCL Hampton MSS no. 35, rental, 1570. It appears that Walwyn acquired some lands previously held by the fraternity of Our Lady, though how and when is not known; the source for this is British Library, Cotton Roll 1.5, half-yearly rental of Aylesbury, etc., 1627 ('fraternity land late Walwynes 27s 6d'). Walwyn was still alive in 1587 and living at Hawridge, Bucks, on the evidence of a deed of that date relating to property in Cat Street, Aylesbury (BRO D/PC 183c, Walwyn to Cockman).
  - 25 Bindoff, *loc. cit.*, 655, BCL Hampton MSS no. 35; Gibbs, *op. cit.*, 104.
  - 26 BCL Hampton MSS no. 1822.
  - 27 Styled esquire in the charter. Died in 1557; his will indicates that he was a lawyer with a residence within Temple Bar. His wife, Joan, was the widow of John Brickett of Aylesbury. He appears to have succeeded John Walwyn as mayor, presumably in September 1554. Sources; PRO PROB/4/41, will of Wm Anne; E Hollis, 'The Original Charter of Aylesbury' in *Records of Buckinghamshire*, vol. XI (1919–1926), 130–2.
  - 28 Of Bierton, 'esquire', lawyer and justice of the peace and of the quorum for the county, W H Rylands, *The Visitation of the County of Buckingham ... in 1634* (Harleian Soc. Vol LVIII, 1904), 12.
  - 29 Appears to have been Aylesbury's third, and the last known, mayor, elected September 1555. Occupation not known. Died 1558. Hollis, *loc. cit.*; BRO D/A/Wf/4/94, will of Thos. Dale.
  - 30 A butcher, died in 1571; his inventory was valued at £105 11s. BRO D/A/We/16/297, will of Anthony Findall.
  - 31 *Calendar of Hampton MSS*, 272, 379. Long after moving to Wales Collingbourne continued to hold land in Aylesbury on his own account which he let to tenants (*ibid. passim*).
  - 32 PRO C3/68/36.
  - 33 PRO C2/Eliz 1/Fa 25C3/68/34–36. John Fountain was the son of Thomas Fountain (d. 1553), yeoman, formerly of Wing, who settled at Walton in the 1540s. He was escheator

- for the county in 1570 and high constable for the Aylesbury Hundreds in 1593. In 1571, jointly with his son Thomas, he purchased the manor of Hulcott and he appears to have acquired other property locally. He died in 1596. Sources: BRO D/A/We/5/191, will of Thomas Fountain, 1553; A C Wood, *List of Escheators for England and Wales*, List and Index Society, Vol. 72, 1971; G Eland, *Papers from an Iron Chest*, Aylesbury, 1937, 43–4; VCH II, 342; Buckinghamshire Archaeological Society GUR/F, Gurney Papers, bundle 27 (Fountain).
- 34 For Findall see note 30. Thomas Cuddington (d. 1570) is described as a tailor in his will, BRO D/A/We/16/301. The names of Henry Parrott (Parrel in Gibbs) and Thomas Munday both appear in the 1554 charter, but the latter is probably the Thomas Munday who died in 1558, BRO D/A/We/9/51. No other relevant wills have been traced.
- 35 BCL Hampton MSS no. 1701.
- 36 *Ibid.*, nos 1697–8.
- 37 PRO C3/68/36, Fountain and others v. Collingbourne, Sinclair and Walwyn, undated. The bill of complaint includes the name of William Newnes, missing from subsequent suits. His burial is recorded in the Aylesbury parish register in August 1565.
- 38–40 *Ibid.*
- 41 PRO C3/68/34.
- 42 PRO C3/68/35. The bill of complaint is dated 3 May 1567.
- 43 Not traced.
- 44 PRO C3/68/35. The description of the property said to have been leased to Walwyn and surrendered by him corresponds closely to that leased to Joan Bedford and John Plommer in 1525 (see note 13). Robert Walwyn was John Walwyn's third surviving son. (Rylands, *op. cit.*, 220).
- 45 *Ibid.* James Wallinger is presumably the James Wallinger of Whitchurch, gentleman, whose pedigree was registered by the heralds in 1566, Rylands, *op. cit.*, 219. The plaintiffs seem to be saying that Walwyn had not exploited his alleged lease of the estate, eg by collecting rents from subtenants, and had acquiesced in the former trustees making leases of property already leased to him.
- 46 PRO C3/190/96. The bill of complaint is dated 1567.
- 47 PRO C3/12/47. This action is undated, but cannot be later than 1571 as it refers to Sir Thomas Pakington (d. June 1571) as lord of the manor of Aylesbury. For John Bosse see note 28.
- 48 PRO C2/Eliz I/Fa/25. One version of Woodleaf's answer is dated 20 June 1587.
- 49 C W Foster, *The State of The Church*, Vol. 1, Lincoln Record Society, Vol. 23, 1926, 51, 117; BRO D/A/X/2, Clergy Call Book, 1576. According to G Lipscomb, *History ... of Buckinghamshire*, III, 374, William (sic) Walwyn was instituted to Hawridge in 1568 and his successor was presented in February 1587. In 1574 the manor and advowson of Hawridge were purchased by Thomas Tasburgh and his wife Dorothy, the widow of Sir Thomas Pakington of Aylesbury, John Walwyn senior's old adversary (VCH III, 368).
- 50 There are actually two, slightly differing, versions of Woodleaf's answer on the file.
- 51 *ie* a minimum of forty years; the amount is stated as £300 in the other version.
- 52 Sir Henry Lee of Quarrendon (1530–1610) held some land in Aylesbury and for a time leased the prebendal manor of Aylesbury (VCH III, 13). Sir John Pakington (1549–1625) succeeded his father as lord of the manor in 1571. There seems to be no evidence that any of the Bedford lands were held of Lee at this date.
- 53 This and the following paragraph are based on BRO BAS 185/24, no. 1785, John Wigson's book, copy of 'A remembrance of the counsel to the cross proceedings against the act of parliament'. In this document mention is made of one 'Thomas Goodale, described as 'owner of part of the said lands', giving assurance for the perpetual payment of a reserved rent of £5.
- 54 See note 58.
- 55 This paragraph is based on a document entitled 'An Establishment by Act of Parliament of Certain Lands ... in Aylesbury, Hartwell and Stone ...', incorporating the text of the act of parliament, copies of which are in John Wigson's book (see note 53) and in the current minute book of elections of trustees of Bedford's Charity.
- 56 39 Elizabeth I no. 40. The original act in the House of Lords Record Office differs in some, mainly minor, details from the copies mentioned in note 55. I am grateful to the Deputy Clerk of the Records for supplying a photocopy.
- 57 The other tenants were: Alexander Hampden, esquire, Thomas Goodall, Anne Woodelyff, widow, Thomas Montague, Edward Russell, Thomas Spicer, John Bancks, the elder, John Bancks the younger, John Brownynge, William Fendall, Christopher Goodson, William Moundaye, William Clerke, William Northe, Robert Bryan, William Howe, John Newnes the elder, Dunstane Jones, Robert Saxton.
- 58 Thomas Fountain was the son and heir of John Fountain, the former trustee. In a surviving lease of a charity property in Hartwell and Stone dated 1618 (BRO D/LE/1/141) he is described as 'of Hulcott, gentleman' (his eight fellow trustees are all styled yeomen). He died in 1623 (VCH II, 343). Only two of the other trustees named in the 1597 act, Francis Jennings and Anthony Story, were still trustees in 1618. Wills have been traced for: Oliver Harding of Walton, 1605; William Farmborough, 1609 and Francis Jennings, 1619, both of Hartwell; Richard Speed, 1613, John Cockman, 1614 and William Forrest, 1618, all of Aylesbury. All except the last (for whom no occupation is given) are described as yeomen. The preponderance of yeoman among the trustees in this period is in contrast with the situation c. 1530.
- 59 The latter clause appears to be the result of an amendment in the House of Lords.
- 60 Jordan, *Philanthropy in England*, 113.
- 61 'An Establishment ...' (see note 55).