

The Somerby Estate,

THE CHIEF ENDOWED PROPERTY OF THE QUARTERLY
MEETING OF LEICESTER AND RUTLAND.

Continued from page 22.

The earliest hint of Friends entering on their estate is dated 1687/8 :—

Its agreed yt ye folloes⁷ of ye land yts Given by William Thomson for ye use of Poore friends should be ordered by ye Persson yt in Possetion of it at Sumerby and if Friends Jnjoy it yn to be responsable for his soe ordering of it. Its further resolved yt Tho : Pittstoe take up to London Will Thomsons will to have ye advice of friends Conscarning ye Title yt friends have in it & if they Give incoragement then this meeting resolves to defend ye Tytle against all Oposers, and ye charge be born in Genrall fines.

By the second clause in this minute, it is obvious that Friends were not to receive their inheritance “to sett their furlongs to the present orderer” without a challenge from the heir-at-law, one Jeffrey Willcocks. Neither Braunstone Monthly Meeting (which then held itself to be the immediate owner) nor the harrassed and beggared Quarterly Meeting felt guaranteed in pressing their title without the superior advice of the Yearly Meeting. That advice being encouraging, the Quarterly Meeting addressed itself to the legal battle with the perseverance, the sore and prolonged self-denial, which resulted in its success—in our succession to our now possession. A series of quotations will give a picture of what the struggle was, and what it cost our forefathers :—

29. i. 1688/9. Ordered yt W^m Munny doe claime ye Land and House . . . and take such course as ye Law shall direct, and ye charg Frds have resolved shall be Born at ye public.

28. i. 1690. Ordered yt T. Pitstow & Saml Brown take a Bill of Thos Palmer of ye Charge of Sumbye & bring it to ye next Qtly Mtg.

26. vii. 1690. Its ordered a Subp^m be maide thro ye Cnty for ye pressent Carrying on of ye Lawe Sute now depending for ye recovery, &c., &c.

25. vii. 91. A collection be maid thro ye Cnty to repay £20 yt Frds are indepted upon for Law Sutes to recover, &c., &c.

⁷ ? *Fallows* or *furlongs*.—M. RY.

25. x. 169½. Collections for to discharge ye Law Sute :

From Sutton Mtg by W ^m Dand	..	..	13	6
Dunnington	..	..	19	6
Dalby by Jno Fox	..	..	10	0
Ye Vaile—Edard Hallam	..	..	7	4
Okham—Saml ffish	..	..	1	14
Sileby—Thos Marshall	..	..	1	2
Beeby	..	..	2	6
Hinckley—Rich ^d Woodland	..	..	1	0

And paide Sam^l ffish for Thos Beeby for horse hire and suppenes for law Sute, £1.

Also du upon Lawe Sute for moneys laide down :—

To John Fox £2 10s., Jno Evans £1, Jno Brookes £2, Jno Farmer 10s., Saml Hefford £1, Jno Willoes £1, Saml Wilson £1, Saml Fish £1, To the Lawyer £4 10s.—£14.

(The odd 10s. was not written in.)

Ye Attorney to bring Judgement in order to Gett Cost of Sutte against Wilcocks and to make an accountt by Thos Pittstowe to ye next Qtly Mtg.

25. x. 169½. Its continued: Its ordered yt ye ffoffees . . . are to bring in . . . ye Rents and proffitts of ye s^d Land, in order to helpe to paie ye Deptts of ye Law Sute.

Its desired yt all Frds yt have lent moneys towards ye Recovery of ye Somerby Land doe signifie yr freedoms in giving ye same upp in Order to Incorage ye Building or fitting a Meeting House in Sumerby and Repairing ye Burying Place, &c. and bring in yr Ansr. . .

25. 1 mo. '92. Ye Mtg remains indepted upn Sumby acct :—

Jno Palmer & Will Shenton £3, Jno Evans £1, Willoes £1, Hefford £1, Wilson £1, Fish £1, Ye Law £4 10s., Jno Fox £2 10s., Jno Brooks £2, Jno Farmer 10s.

Rests in Thos Pittstows hands 7s. 0½d.

Friends now feeling secure in their possession, four Friends were deputed, "25. i. 1691/2," to put the House and Burial Ground "in Good Order for the service of Truth & y^t y^v doe make use of ye growing proffitts until ye charge be sattisfyed . . . &c." Towards this cost John Fox (of Wimeswold) lent £10, and some of the tenants (who had evidently been withholding payments during the dispute) were to be pressed.

1. iv. 92. Thos Pittstow and Saml Wilson are ordered to Shew for Rents from the Tennants, if cause require it: viz :—

Anthony Ryley £5 10s., William Roberts £2 15s., Ralph Willcocks £5 10s.—£13 15s. and we paid Saml ffish for Law Sute 4s. 6d. and Robt Hawley for the same 6s.

The tenant, Roberts, long gave trouble, the back rents did not come in—£17 of the borrowed money

was still owing in 1695, and the lenders, on the Meeting's request, were "well content" to wait for it from the rents.

By 1700 the Homestead was let to a poor Friend, Thos. Higby, who lived in the Meeting House, for about 10s. per annum, and the whole of the land was "Sett" to Thos. Beeby, a Somerby yeoman and Friend, for about £5 per annum. The first payment which the Meeting was able to apply to the donor's objects is thus mentioned:—

1701. 7 mo. 26—This Meeting being resolved to pay Edw^d Muggleston of Swannington £10 for his boarding of our friend Thos. Pitstow's youngest son Joseph, have ordered Thos Beeby to pay him £5 out of ye Recits of Sumbrby Land!

The next £5 was used for the orphans of Thomas Cant of Witham, and the rent for 1706 was promised forward for the enlargement of the Leicester Burial Ground; twenty years afterwards Oakham new Meeting House was helped. In 1710, on the rent being laid down in the Quarterly Meeting, Samuel Brown was ordered "to send 10s. to John Presson⁸ for some charges he hath been at for a tarry of Sumerby Land and other services he hath done on Truth's account."

It would appear that Friends and Willcox drew their shares of the 140 or 150 lots alternately, the final pieces were "a rood" and "a headland," which being again drawn for, Willcox drew the rood and Friends had the small headland. No two of the pieces of the entire yard land appear to have been adjacent; and they were chiefly of a *rood* in extent. If there was a mutually signed paper, it does not now appear; the Terrier was not completed either by signature or by computation of total area; it was "a half-yard-land," a sufficient definition.

The onward history marks vicissitudes common to landed property. Friends had not paid off their debts when the writings of Somerby, as well as of other Trusts, were missing, and were "enquired for thro'out the County that they be not imbeseled nor lost." Thos. Pitstowe was "ordered to Bie a Truncke and in it keepe ye Dedes belonging to Friends." Then John Brookes

⁸ John Pearson, of Oakham, the recorder of the *Sufferings*.—M. Ry.

(who lived in a cottage in Soar Lane near to Leicester Meeting House) "is elected by ys Meeting to keepe ye Deeds for ye Meeting Plans and Burials grownds of ye County." The tenants fell behind in their payments, were displaced after long patience, and superseded by others "not Friends." Doubtless times were hard then as now, for in 1720 the Quarterly Meeting advised the Trustees to forgive Thos. Beeby's arrears. In 1726 Mary Highby was spoken to "about her arrears and other practices," as her husband had often been. "The trustees are to get her arrears, and she is to leave ye Meeting-house, but if they can't be got, the Trustees to be excused by this meeting."

In 1720, the new Trustees, under the appointment of 1711, were entered on the Quarterly Meeting Books:— John Palmer, Melton, Hatter; William Palmer, Carlton, Grazier; John Hubbard, Barleythorpe, Farmer; John Pearson, Oakham, Wool Comber; George Robinson, Oakham, Cooper; John Pilkington, Branston, Weaver. Subsequently the income was generally divided between the five monthly Meetings. In 1737, the Meeting House and Croft were to stand unoccupied and the land to be let to a Friend, John Dansey, at £5 per annum. In 1758 the number of the Trustees being reduced, their renewal is recommended and James Hubbard is desired to inform the surviving Trustees to desire their concurrence thereto. John Hawley, Joseph Burgess, Thos. Bakewell and Robert Jesson, jun., are named as suitable together with those the Trustees shall chuse.

The trust of 1759 was from George Robinson and John Hubbard the younger, to James Hubbard, John Pilkington, William Start, Parkinson Baker, Francis Robinson, Robert Hawley, John Hawley, Robert Jesson, Joseph Burgess, Thomas Bakewell.

The year 1760 saw the passing of the Enclosure Act— an Act which during the following sixty or eighty years changed the appearance, as well as the farming economy of half of England. Somerby, with its 1,000 acres, in perhaps 5,000 separate portions, was one of the earliest parishes to avail itself of the new order. The Act for its Enclosure was passed in 1761. The Impropiator and then the Vicar being first allowed to select their own goodly portions; the Commissioners allotted the

remainder of the Parish between the several owners and the extensive "Common Lands." In lieu of their twenty-one or twenty-two acres in the three fields, Friends received over twenty-four acres in Marefield in the Southern—the clayey (rather than the stony) part of the Parish. This increased acreage shows that at least an eighth of the land had been occupied by baulks or other divisions. The cost of the enclosure was heavy, though how much does not appear.

At the Michaelmas Quarterly Meeting:—"This meeting hath paid Robert Hawley £33 13s. 4½d. for the *remaining charges* of enclosing Somerby estate," equally contributed by the five Monthly Meetings, and there was a loss of one or two years' rent. The next Spring "Matthew Cartwright and John Burgess and Sam^l Palmer are desired to take care of and Set ye Estate." The new tenant paid about 10s. per acre until his death in 1784. Robert Hawley and Joseph Burgess then re-let it for about £16 per annum. The last rent brought into the old Quarterly Meeting of Lester and Rutland was presented wholly to Lester Preparative Meeting, "their Expenses being very great." The Trust was renewed in 1790, and again in 1826, when James, Thomas and Wilson Burgess, Samuel Waters and Richard Crosfield were appointed.

In 1794 "the Tenant has in some instances broken the agr^t as to the mode of management and misused some part of the Estate & ye s^d Frds are desired to relet it." "1st. mo. 1795.—Several persons have offered as Tenants. 7 mo.—The Estate was let at Lady Day to George Roberts at £24 12s.⁹ and he is to have £2 12s. to put the premises in good repair."

In 1808 a manorial encroachment was made upon the frontage of Friends' Estate to the Cold Overton Road, whereupon "John & Joseph Burgess and Robert Hawley, Jn^r, were appointed to enquire respecting a piece of Land called a 'Freeboard' at Somerby, which is intended to be enclosed whether it is legal or not; and also to examine the Timber, &c., &c." The timber was taken down and sold for £33 9s. 8d. This £33 9s. 8d., together with £24 12s. Somerby rents and £10 Pares's

⁹£1 per acre if Homestead included.—M. Ry.

Rent Charge and Oakham Preparative Meeting Special Contribution of over thirty pounds were all presented to Leicester Meeting for the alteration of its Meeting House.

4th mo. 1809. The Friends report "that Frewen Turner has proceeded in enclosing the Free-board, and this Meeting not being satisfied as to the legality thereof requests the said Friends to procure the Opinion of a Counsellor thereon."

1810. 1 mo. "The Friends appointed have produced an extract of the Award from Somerby, and from what legal information has been obtained it seems best not to proceed any further with respect to the right of the Free Board."

In 1820. "The Tenant being dead, his widow is to continue at £30, and the Land to be drained by this Meeting." The drainage cost £20 1s. 10d.

In 1829, the tenant, Sanders, complaining that his rent of £36 was too heavy, Joseph Ellis and Joseph Burgess recommended its reduction to £30. Much repairing was needful, in which the tenant was to share.

During the next twenty years about £90 was spent upon the old premises, which had again become let apart from the land.

The Homestead, upon its three roods, had thus become a costly possession; it had not been used as a Burial Place for ninety years, nor as a regular Meeting House for over seventy years. Without prospect of recurrence to its original use, Leicester Monthly Meeting, in 1864, concluded to sell it, with the sanction of the Charity Commissioners, and accepted £300 (its value being estimated by their own surveyor) from — Forester, Esq., the owner of the next house.

Thus this Homestead, once an integral accompaniment of a "Yard Land," passed away from Friends "Half yard land" for ever, the Trustees claiming by a special clause in the Deed of Transfer, the non-disturbance of the Burial Ground, first consecrated by the remains of its Donor.

In 1865 the surviving Trustees, James, Thomas and Wilson Burgess, returned the income from William Thompson's gift thus:—

For rent of 24a. or. 11p., £35 less taxes.

Proceeds of sale of Homestead invested in three per cent. Consols yielding a yearly income of £9 13s. 4d.
 Acknowledgment of use of pathway, 4d.

The concluding portion of this article will briefly describe the Meeting of Somerby.

Henry Lampe, M.D., of Ulverston.

In 1895 was published, by Headley Bros.,¹ the unique and most interesting autobiography of this attractive personality, described in a long review in *The Daily News* as "a Quaker Gil Blas." This was edited from a tiny manuscript of four inches by three, formerly the property of Thomas Binns, of Liverpool, who died in 1842, and it was probably copied from an earlier manuscript in the early part of last century.

Singularly enough, a much older manuscript of the autobiography has been discovered, in the possession of John William Graham, M.A., Principal of Dalton Hall, Manchester, and which was also the property of Thomas Binns, but how it came into its present possession is unknown. This is an extremely neat manuscript of 25½ pages quarto (7¾ by 6¼ inches), which the owner has had appropriately bound in its original drab paper covers, in whole tree-calf, etc. Inside the original cover is the autograph of "John Marsden, His Book, 1741," and below is a printed label "John Marsden, Lancaster," underneath which is the signature of Thos. Binns. At the end of the manuscript under the concluding *Amen* (in an old law hand) is "M. L. scripsit, 1730." Who the copyist was it is not easy to say, as it could not be one of the Lampe family, which the autobiography will prove; it may, however, have been one of the Lawsons, a well-known and influential Quaker family at Lancaster.

As the worthy Doctor Lampe died in May, 1711, it will be seen that the MS. was copied within twenty years of his decease. We have carefully perused it, and believe that the more modern copy from which the autobiography was printed was an exact transcript of this with the exception that the old-world contractions were extended. At the end of the manuscript of 1730 is pasted an original certificate "from our monthly meeting at the Height in Cartmell, the 2^d day of 5th month, 1700," addressed "To the monthly meeting of Lancaster these" informing the latter meeting that John Danson of [? Swarthmoor] Monthly Meeting had laid before his friends his intention of marriage with Mary Waithman of Lancaster Monthly Meeting," etc. It is signed by James and Myles Birkett, Joseph Goad, George Knipe, and last but not least by Henry Lampe himself.

JOSEPH J. GREEN.

¹ *Curriculum Vitæ, or the Birth, Education, Travels, and Life of Henry Lampe, M.D.* With an Introduction, Supplement, and Notes, by Joseph J. Green, pp. xx. + 91.