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\*\*\* START OF THE PROJECT GUTENBERG EBOOK SHEFFIELD AND ITS ENVIRONS 13TH TO THE 17TH CENTURY \*\*\*

**Sheffield and its environs 13th to the 17th century**

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A  
DESCRIPTIVE CATALOGUE  
OF  
Land Charters & Other Documents  
FORMING  
THE BROOKE TAYLOR COLLECTION  
RELATING TO  
THE OUTLYING DISTRICTS  
OF  
SHEFFIELD  
WITH 16 GENEALOGIES AND AN ARTICLE  
ON  
Hawksyard

COMPILED BY  
T. WALTER HALL HON. M.A. (SHEFFIELD) F.R.HIST.S.

SHEFFIELD  
PRINTED AND PUBLISHED BY J. W. NORTHEND LTD., WEST STREET  
1922

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TO  
THE UNIVERSITY OF SHEFFIELD

[Pg iii]

WORKS RELATING TO THE HISTORY OF SHEFFIELD AND ITS ENVIRONS.

[Pg iv]

SHEFFIELD PEDIGREES volume I, by T. WALTER HALL. Containing nine genealogies with notes.

Published 1909, now out of print.

CATALOGUE OF THE CHARTERS, DEEDS, AND MANUSCRIPTS IN THE PUBLIC REFERENCE LIBRARY AT SHEFFIELD, by T. WALTER HALL; with Introductory Note by Mr. R. E. LEADER and photographic reproduction of early 14th century Derbyshire charter.

Published *June 1912*. Price 2/-.

CATALOGUE OF THE ANCIENT CHARTERS BELONGING TO THE TWELVE CAPITAL BURGESSES AND COMMONALTY OF THE TOWN AND PARISH OF SHEFFIELD, WITH ABSTRACTS OF ALL SHEFFIELD WILLS PROVED AT YORK PRIOR to 1554, by T. WALTER HALL; with over 100 local genealogies and 4 photographic reproductions of early Sheffield seals and an early 15th century Sheffield charter.

Published *May 1913*. Price 2/6.

DESCRIPTIVE CATALOGUE OF THE CHARTERS, ROLLS, DEEDS, PEDIGREES, PAMPHLETS, NEWSPAPERS, MONUMENTAL INSCRIPTIONS, MAPS, AND MISCELLANEOUS PAPERS, FORMING "THE JACKSON COLLECTION," AT THE SHEFFIELD PUBLIC REFERENCE LIBRARY, by T. WALTER HALL and A. HERMANN THOMAS: with Prefatory Note by Dr. HENRY JACKSON, O.M., Regius Professor of Greek and Fellow of Trinity College, Cambridge, and five photographic reproductions of ancient local documents.

Published *July 1914*. Price 5/-.

SHEFFIELD PEDIGREES volume II, contributed by Messrs. J. B. MITCHELL-WITHERS, H. P. MARSH, R. E. LEADER, S. O. ADDY, W. S. PORTER, C. DRURY, and T. WALTER HALL. Containing 16 genealogies with notes.

Published *January 1915*. Price 5/-.

DESCRIPTIVE CATALOGUE OF MISCELLANEOUS CHARTERS AND OTHER DOCUMENTS RELATING TO THE DISTRICTS OF SHEFFIELD AND ROTHERHAM, WITH ABSTRACTS OF WILLS PROVED AT YORK FROM 1554 to 1560; by T. WALTER HALL, with 315 local genealogies and six photographs of medieval charters, &c.

Published *September 1916*. Price 5/-.

THE PARISH REGISTER OF SHEFFIELD. Part I. BAPTISMS AND MARRIAGES, 1560 to 1635. Transcribed and edited by CHARLES DRURY and T. WALTER HALL of Sheffield; indexed by JOHN CHARLESWORTH of Wakefield. Privately printed for The Hunter Archæological Society of Sheffield and The Yorkshire Parish Register Society.

Published 1917. Price 10/6. [Pg v]

THE PARISH REGISTER OF SHEFFIELD. Part II. BURIALS 1560 to 1635; BAPTISMS AND MARRIAGES 1635 to 1653. Transcribed and edited by CHARLES DRURY and T. WALTER HALL of Sheffield, and indexed by T. WALTER HALL. Privately printed for The Hunter Archæological Society of Sheffield and The Yorkshire Parish Register Society.

Published 1918. Price 10/6.

DESCRIPTIVE CATALOGUE OF THE CHARTERS, COPY COURT ROLLS AND WILLS IN "THE WHEAT COLLECTION," AT THE SHEFFIELD PUBLIC REFERENCE LIBRARY; AND ALSO CHARTERS FROM OTHER LOCAL COLLECTIONS, WITH ABSTRACTS OF SHEFFIELD WILLS PROVED AT YORK FROM 1560 to 1566; by T. WALTER HALL; with 285 local genealogies, and a Prefatory Note by Mr. HUBERT HALL, of H.M. Public Record Office, F.S.A., and two photographic reproductions of local charters of the 13th century. Appendix containing a list of boys who went to Broombank House School, Sheffield, with a biographical note on the reverend THOMAS HOWARTH, M.A.

Published *August 1920*. Price 5/-.

THE PARISH REGISTER OF SHEFFIELD. Part III. BURIALS 1635 to 1653; BAPTISMS AND MARRIAGES 1653 to 1686. Transcribed and edited by CHARLES DRURY and T. WALTER HALL, F.R.Hist.S. Privately printed for The Hunter Archæological Society of Sheffield and The Yorkshire Parish Register Society.

Published 1921. Price 10/6.

MATERIAL FOR THE HISTORY OF WINCOBANK, SHEFFIELD, by T. WALTER HALL, F.R.Hist.S.; with plan of 1692 and 31 local genealogies.

Published *December 1921*. Price 3/-.

DESCRIPTIVE CATALOGUE OF THE BROOKE TAYLOR COLLECTION OF EARLY CHARTERS AND DEEDS RELATING TO OUTLYING DISTRICTS OF SHEFFIELD by T. WALTER HALL, Hon. M.A. (Sheffield), F.R.Hist.S.; with genealogies and photographic reproductions of charters and seals. Appendix containing an article on Hawksyard near Buxton; with its John of Gaunt hawking tradition and medieval history; reprinted from *Transactions* of The Hunter Archæological Society of Sheffield.

Published *October 1922*. Price 5/-.

THE PARISH REGISTER OF SHEFFIELD. Part IV. In the Press.

Price 10/6.

The above publications can be purchased from J. W. NORTHEND LIMITED, WEST STREET, SHEFFIELD.

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## PREFACE

My thanks are due to Colonel H. Brooke Taylor, for permission to search his chambers in the Town Hall at Bakewell for hidden treasure, in the shape of pre-reformation land charters court rolls and the like; to Mr Robert Shirley of Waterhouse Farm near Longnor, for a sight of his title deeds to Hawksyard; to his son Mr Edwin Leslie Shirley of Hawksyard, for a very pleasant visit to his ancestral home in The Moorlands of Staffordshire, with its medieval tradition and interesting associations; and to Mr James R. Wigfull, for an excellent little map of Hawksyard and the surrounding country.

It is only through the kindness and good nature of others, that a systematic search for local history can proceed and although contributions accumulate in small quantities, there is no more fruitful or reliable source of information, as to people and places of bygone days, than the land charters and court rolls covering the period from the Domesday survey to the reformation.

Many bundles of old title deeds, unopened for centuries, yet lie hidden in out-of-the-way corners and on inaccessible shelves; it should be part of the work of every archæological society to extract from all available deeds, relating to its own district, whatever useful history they may contain.

Every countryside, every village and every town becomes a more interesting place to its inhabitants, when its history is known. The names of persons and places become intelligible, dates and letters on buildings can be accounted for, disused bridle roads and paths can be traced, the heraldry of the stained glass in the church and of the tombstones in the churchyard can be read with understanding, local genealogies can be extended and long cherished family traditions can often be verified or explained.

It is therefore of importance that whenever these ancient writings make their appearance, there should be some person or association of persons ready and willing to examine them, not only with the object of extracting any local history they may contain, but also of recording it in a form suitable for future reference.

T. WALTER HALL.

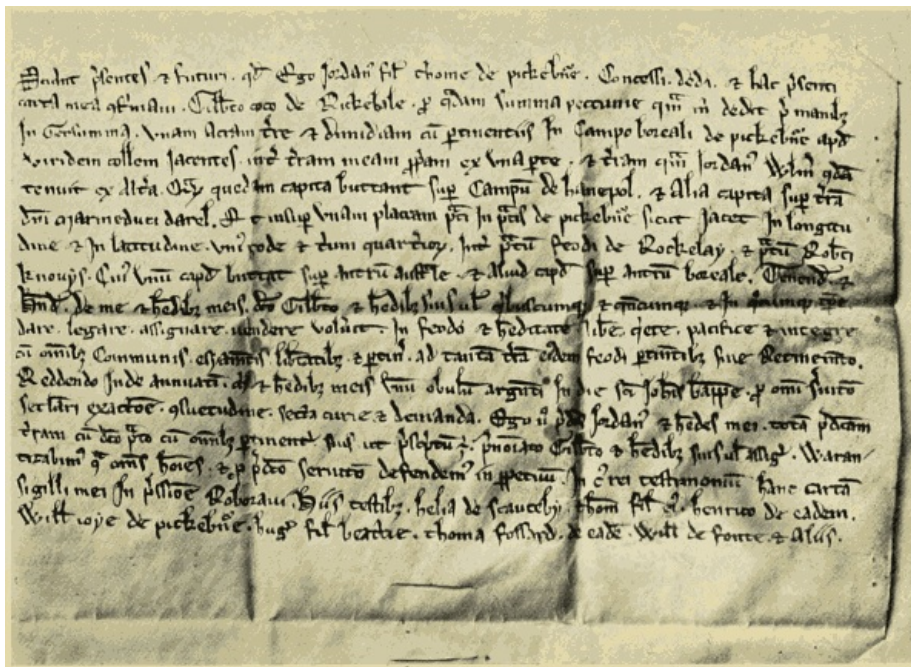


Photo Ethel Eadon

Before 1290. **Charter** of Jordan de Pickeburne. (Brodsworth near Doncaster)

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## The Brooke Taylor Collection.

- I 13th century. Prior to the statute *Quia Emptores*, 18 Edw I (1290). **Charter** (Lat) confirming a grant from Jordan son of Thomas de Pickeburne to Gilbert Cook of Rickehale, for a certain sum of money, which he gave to the grantor by hand as a fine (*in gersumma*), of one acre of land and a half, with the appurtenances, in the north field of Pickeburne at the green hill, lying between the proper land of the grantor on the one part and land which Jordan Wlm' formerly held on the other part; of which one end butted upon the field of Hanepol and the other end on land of Sir Marmeduke Darel; and also a plot of meadow ground in the meadows of Pickeburne; to wit, it lay in length and in breadth one rod and three quarters, between the meadow of the fee of Rockelay and the meadow of Robert Knouys, of which one end butted upon the south cave (*antrum australe*) and the other end upon the north cave (*antrum boreale*); to hold and to have of the grantor and his heirs to the said Gilbert and his heirs or whomsoever; and howsoever and whatsoever time he should wish to give, to bequeath, to assign or to sell, in fee and inheritance free quietly peacefully and entirely; with all rights of common, easements, liberties and appurtenances, without reservation; paying thenceforth annually to the grantor and his heirs one halfpenny of silver on the day of saint John the baptist, for all secular services, exactions, taxes, suits of court and demands; warranty of title etc. **Witnesses:** Helias de Scauceby, Thomas his son, Henry of the same place, William Joye of Pickeburne, Hugh son of Beatrice, Thomas Fossard of the same place (*sic*), William de Fonte. **Vellum:** one skin 6½ × 4, seal missing. **Notes:** this interesting charter, of which a photographic reproduction is given as a frontispiece, is in perfect condition, except that the seal is missing. It is a subinfeudation of lands in the township of Pickburn-with-Brodsworth, in the parish of Brodsworth and wapentake of Strafforth, four miles north-west of Doncaster; for which Gilbert Cook paid a gersuma or fine to Jordan de Pickburn. In the reign of Edward the confessor, Pickburn was part of the lands of Alsie the Saxon lord; but after the conquest it was held by Nigel Fossard under the earl of Morton, who accompanied William from Normandy in his successful invasion of England. The earl subsequently forfeited his English possessions and Nigel Fossard, his subinfeudatory, came to be acknowledged tenant of the crown. Gilbert Cook may have been descended from Alberus de Coci (Cook), who after the conquest held Hickleton and part of Cadeby. No trace of Rickehale can be found. Jordan Wlm' is clearly written, probably it is a contraction of Woolmer?

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Hanepol is mentioned in Domesday, it was a manor before the conquest, belonging to Swein. The modern name is Hampole and it lies about two miles north of Pickburn.

Sir Marmeduke Darel was living 31 Hen III (1247), in which year he had a charter of free warren at Brodsworth. The Darels got Brodsworth from the de Buslis; they continued in possession from the beginning of the 13th to the beginning of the 16th century; the last of the Darels being Sir Thomas, who died without issue 23rd November 1505; see "South Yorkshire" vol I, page 315.

The fee of Rockley was in Worsborough and this land near Pickburn must have adjoined part of that fee. The Rockleys were settled in Worsborough at the time of the conquest and continued in undisturbed possession until the civil wars. Knouys may in later times have been Knowis. Scauceby now Scawsby, lies two miles south-east of Pickburn. It appears to have been a more important place in Saxon times than it is to-day. It is mentioned in Domesday as Scalchebi. Helias may mean Ellis. The surname Joye has a small i for the initial letter.

Nigel Fossard above mentioned was, after the death of the earl of Morton, one of several landowners in the deanery of Doncaster who held direct from the crown; his fee included lands at Brodsworth and he also had a house at Doncaster; but his baronial seat was Mulgrave Castle in north Yorkshire.

William de Fonte was probably the prior of Ecclesfield, which priory belonged at the date of this charter to the abbey of Fontenelle or saint Wandrille in Normandy.

Probably William de Fonte engrossed this charter and added his name as the last witness, which was a common practice of monks and scribes.

Judith, niece of William I and wife of earl Waltheof lord of Hallam, placed a colony of monks from Fontenelle at Ecclesfield; probably in the 11th century, as she was married in 1070; see "Archæologia" vol 26, page 352. From charter-evidence it is certain that the priory was in existence in 1141. From this it may be assumed that this beautifully written charter had its origin in Ecclesfield priory, and was taken by prior William to Pickburn, where the other witnesses would meet, to see possession of the land given and the grant confirmed by deed.

#### Genealogy deduced.

(i)

THOMAS DE PICKEBURNE = .....

|

JORDAN

both living shortly before 1290

(ii)

HELIAS DE SCAUCEBY = .....

|

THOMAS

both living shortly before 1290

II 13th century. Prior to the statute *Quia Emptores*, 18 Edw I (1290). **Charter** (Lat) confirming a grant from William de Mertone to Henry son of Roger Palmer, of one toft in the town of Mertone and two acres of his land; that toft and those acres which Roger his son formerly held of him to the end of all things; to wit, the said Roger the said land either held or retained, for homage and services; to have and to hold to him and his heirs or assigns, from him (the grantor) or his heirs, freely quietly and entirely, with all liberties and easements, so much land in the town of Mertone, with the appurtenances; paying thenceforth annually himself or his heirs or assigns to him (the grantor) and his heirs, one pound of cummin at the feast of saint Michael the archangel, for all services exactions and demands; and he William and his heirs, the said land, with the appurtenances, to the said Henry and his heirs or assigns, against all men and women, did warrant for ever. **Witnesses:** Richard de Thorintone, Adam de Pultone, James de Poltone (*sic*), Henry de Karletone, Roger son of John de (?)aynol, Emery (*Aumaricus*) de Lekamtone and others. **Vellum:** one skin 6½ × 3, portion of a green seal, obscure. **Notes:** the form of the deed necessitates a date prior to 18 Edw I; and it is only by the names of the persons mentioned in the charter that the approximate date can be fixed. Mertone is an early form of Marton or Markeaton, two miles north-west of Derby, Richard le Palmer was a witness to a lease of a house in Markton (Markeaton) temp Edw I, see Jeayes "Derbyshire Charters", number 1651, page 205. The words "about 1275" are written on the back of the charter, in a hand of later date.

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#### Genealogy deduced.

ROGER PALMER = .....

|

HENRY

both living shortly before 1290

III 1310 Monday next before the feast of All Saints (1st November). **Charter** (Lat), dated at Kenwortheý, confirming a grant from William Noldildon (?) and Margery his wife to William de Baggyleigh and his heirs, of one messuage and five acres of land, with the appurtenances, in Norworthen and Kenwortheý, without any reservation; to have and to hold to him and his heirs, of the chief lord of the fee, by services thenceforth owing and accustomed; freely quietly well and in peace, with all liberties and easements to the said land, in the town of Norworthen and Kenwortheý howsoever described; they, the said William and Margery and their heirs, all the lands aforesaid with the messuage aforesaid and with all their appurtenances, situated as before written, to the said William (Baggyleigh) and his heirs and assigns, against all men did warrant and defend. **Witnesses:** Robert de Masey of Sale, Robert de Tatton, Richard de Kogworth, Richard de Brounehul, Roger de Kenwortheý, Robert del Cley (?) clerk. **Vellum:** one skin 8½ ×

2¼, two seals missing. **Notes:** this is a grant of land in Northenden in the hundred of Macclesfield, Cheshire. It is on the south bank of the river Mersey, seven miles south of Manchester. Withenshaw Hall is the ancient family seat of the Tattons, who were lords of the manor. See Ormrod's "History of Cheshire" volume iii, pages 604 to 611. [Pg 4]

**Genealogy deduced.**

WILLIAM NOLBILDON = MARGERY  
both living 1 Nov 1310

IV **1332** Tuesday in the feast of the translation of saint Dunstan (7th September). **Quitclaim** (Lat), dated at Kenwortheý, from Emma daughter of Richard de Macworth to Sir William de Baggelegh knight and his heirs, of all her right and claim in all lands or tenements, with their appurtenances, which she had of the gift and testament (?) of Roger del Tatton (?) in Kenwortheý in the town of Nortwortheý (*sic*) with the annual rent for the said lands. **Witnesses:** Roger le Masey of Sale, John de Carmarthon, William de Tatton, Thomas del Brome, Adam Lobias. **Vellum:** one skin 8 × 3, seal missing. **Notes:** the writing is much faded in places.

**Genealogy deduced.**

RICHARD DE MACWORTH = .....  
|  
EMMA  
living 7 Sep 1332

V **1353** Sunday next after the feast of saint Adelmus the confessor (25th May). **Agreement** (Lat), dated at Northworthýn between William de Tatton of the one part and Robert his son of the other part: to wit, that the said William as witness (*superstes*) gave and granted for all his life to the said Robert his heirs and assigns, all his messuages lands and tenements, rents and services, which he had etc in the town of Northworthýn Kenwortheý and Wythynschagh, with all their appurtenances, except so much of those lands and tenements which Thomas Medock the miller (?) held from the said William for a term of years, in the town of Northworthýn, with the appurtenances; to have and to hold to the said Robert his heirs and assigns freely quietly etc, for all the life of the said William; of the chief lord of that fee, for services thenceforth due and of right accustomed; provided that the said Robert should maintain and order for the said William, during the life of himself William, suitable and sufficient sustenance; and if it happen that the said Robert, during the life of the said William his father, should die, the said William agreed (?) that all the said lands and tenements rents and services, with the appurtenances, for the time of the life of him, to him should return revert and remain, except those lands and tenements in Wythynshagh, with the appurtenances; to wit, those tenements which the said William first held, which lands and tenements with the appurtenances, the said William granted and gave, which during the life of himself William would remain in the possession of Sybil wife of the said Robert and her relations, for their maintenance. **Witnesses:** William de Hynckley parson of the church of Northworthýn, Richard de Baggelegh, Richard de Brom, William son of Richard de Tatton, John son of Roger (?) de Kenwortheý. **Vellum:** one skin 9 × 3½, seal missing. [Pg 5]

**Genealogies deduced.**

(i)  
WILLIAM DE TATTON = .....  
└───┬───┘  
ROBERT = SYBIL  
all living 25 May 1353

(ii)  
RICHARD DE TATTON = .....  
|  
WILLIAM  
both living 25 May 1353

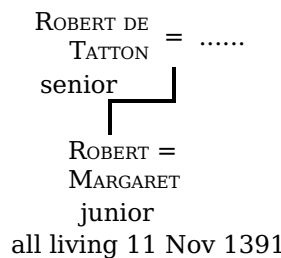
(iii)  
ROGER DE KENWORTHEY = .....  
|  
JOHN  
both living 25 May 1353

VI (1391) Sunday next before the feast of saint Martin in winter (11th November), in the 15th year of Richard II. **Charter** (Lat) dated at Wythinschawe, confirming a grant from Robert de Tatton senior to John son of Robert de Legh and John de Rossyndale chaplain, of all his messuages lands and tenements with the appurtenances, in Wythinschawe in the town of Kenwortheý, which Margaret, who was the wife of Robert de Tatton junior, Robert Dukhard (?) parson of the church of Northdene, Richard del Brome and William de Kenwortheý held from the grant of him (Robert de Tatton senior), for the term of his life, in the town aforesaid, to have and to hold all the said messuages lands and tenements, with all lands houses meadows feedings and pastures and other their appurtenances; and also with forty three shillings and four pence annually, at the feast of the nativity of saint John the baptist, and saint Martin the bishop, by equal portions; for the said Margaret, Robert Dukhard (?) Richard and William, during his (the said Robert de Tatton senior) life, in advance, freely quietly well and in peace, with all profits liberties turbaries common of pasture and other easements to the said lands and tenements wheresoever, belonging and in the said town existing and to the same, of whatsoever manner, to be firmly held: of the chief lord of that fee, for services thenceforth owing and of right accustomed; warranty of title etc. **Witnesses:** Peter de Legh then steward of Macclesfeld, William de Legh chevalier, John de Honford (?), Richard de Brome, William de Ken'. **Vellum:** one skin 9½ × 3¼, seal missing.

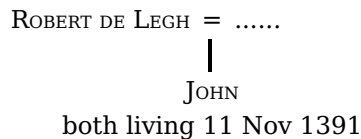
[Pg 6]

**Genealogies deduced.**

(i)



(ii)



VII 1399 May 15th. **Deed of covenant** (Lat) given at Lancaster Castle and made between John Gaunte duke of Lancaster fourth son of King Edward the third and Edward Mundy of Marton in the county of Derby knight; whereby, after reciting a visit of John Gaunte to Highe Frith in the parish of Alstonefield in the county of Stafford, on the 10th May 1399, for the purpose of hawking; the said John Gaunt (*sic*) gave and delivered to the said Edward Mundy, a piece of land, to which the said John Gaunt gave the name of Hawkesyerd otherwise Hawksearth. The boundaries of the land are given in detail and also the names of some of the fields and the adjoining farms and grouse moors. **Witnesses:** William Stanley gent, John Porter gent, James Lewis gent, Wi'm Stanley gent, Thos Mundy gent, John Thornicroft attorney. **Vellum:** one skin 15 × 8½, round seal of green wax, 3½ inches diameter and an inch thick. See appendix and photographic reproductions.

VIII (1414) Sunday next after the feast of Thomas the apostle (21st December), in the 2nd year of the reign of Henry V. **Charter** (Lat) confirming a grant from John Marreys son of Walter Marreys of Rostlastone to Thomas Gresley knight, William Babýngtone, John Abell of Caldewall and William Ward of Coton their heirs and assigns, of all his lands and tenements rents reversions possessions and services, with their appurtenances, which he had or in the future might have in the town and territories of Rostlastone and Lynton or elsewhere in the county of Derby, without reservation; to have and to hold all the said lands tenements etc to the said Thomas, William, John Abell and William their heirs and assigns freely quietly well and in peace for ever; of the chief lord of that fee, for services etc; warranty of title. **Witnesses:** Roger de Hortone lord of Catton, John Dethek of Neuhall, John Abell of Stapenhull, John Lathebury de Newton Suluý, Robert Thirmot of Lyntone. **Vellum:** one skin 10½ × 4½, seal missing. **Notes:** Rostlastone now Rosliston is a parish in the hundred of Repton county Derby, four miles south-west of Burton-on-Trent; Cauldwell, Coton-in-the-elms, Catton-on-Trent, Linton, Newton-Solney and Gresley are close by and lie near the confluence of the Dove and the Trent.

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**Genealogy deduced.**

WALTER MARREYS = .....  
of Rostlastone |  
JOHN  
both living 21 Dec 1414

IX (1414-15) Sunday in the feast of the purification of the blessed Mary (2nd February), in the 2nd year of Henry V. **Deed of exchange** (Lat) dated at Kenworthy and made between William de Tatton of the one part and William le Hunte and Margaret his wife of the other part; whereby the said William de Tatton ... demised and by that then present indenture confirmed to William le Hunte and Margaret his wife and their heirs for ever, a certain parcel of land lying in Kenworthy called Lamputtas, in exchange for another parcel of land lying near the house of William de Tatton called Ruyssey; to have and to hold the said parcel of land called Lamputtas to the said William le Hunte and Margaret his wife and their heirs for ever, making to the chief lord services etc; warranty of title. **Witnesses:** Thomas de Legh of Bagulegh, Roger le Massy of Sale, Robert de Hull'. **Vellum:** one skin 11½ × 3½, seal missing. **Notes:** this deed is indented and possibly the other part contained a grant or demise of Ruyssey or Rushyhey to William de Tatton completing the exchange. In this deed the words of grant are illegible except "demise"; and the deed only effects one part of the exchange.

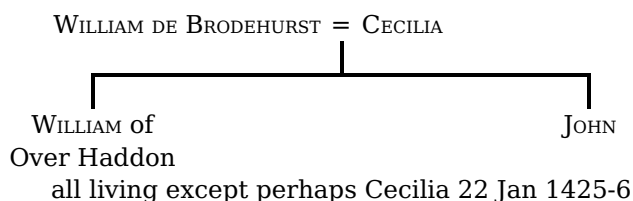
**Genealogy deduced.**

WILLIAM LE HUNTE = MARGARET  
both living 2 Feb 1414-15

X (1425-6) in the feast of saint Vincent martyr (22nd January), in the 4th year of Henry VI. **Release and quitclaim** (Lat), dated at Over Haddon, from William de Brodehurst, son of William de Brodehurst, of Over Haddon to John Brodehurst his brother his heirs and assigns; of all right and claim of right which he had, in one messuage and eighteen acres of land, with the appurtenances, lying in the said town and fields of Over Haddon, which same messuage and eighteen acres of land, with the appurtenances, the said John his brother had from the gift and grant of Cecilie their mother by a certain charter etc. **Witnesses:** John de Farefeld (?) of Over Haddon, John ... of the same town, John de Gyte, Nicholas Pygges (?), Thomas de ... **Vellum:** one skin 10 × 3½, seal missing. **Notes:** this deed is in bad condition and the writing is much faded, many words and sentences being illegible; but the general outline and date are clear and doubtful names are indicated in the above abstract. One of the witnesses John de Gyte of Over Haddon is mentioned as purchaser of land in Over Bondsale 3 Hen VI (1424), in a grant abstracted in Jeayes' "Derbyshire Charters" No 317.

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**Genealogy deduced.**



XI (1426) November 6th, in the 5th year of Henry VI. **Letter of attorney** (Lat), dated at Ouerhaddon, from Richard son of John Walker of Ouerhaddon to William de Brodhirst senior and John his son, to give seisin to William de Brodhirst junior and Margorie his wife, in one messuage and xxvi acres of land and meadow, with the appurtenances, in Ouerhaddon, following the form and effect of a certain charter of the said John Walker to the same William de Brodhirst junior and Margorie. **Vellum:** one skin 12 × 1½ seal missing.

**Genealogies deduced.**

(i)

JOHN WALKER = .....  
of Ouerhaddon |  
RICHARD  
both living 6 Nov 1426

(ii)

WILLIAM BRODHIRST = .....  
senior



XII (1565) July 12th, in the 7th year of Elizabeth. **Award** (Engl) of Gregorje Reyvell of Stanyngton, Robert Hawksworth of Thornsett, Phyllyppe Morton of Ughyll and Thomas Greyve of Westnall in the countye of Yorke yomen. Reciting that where certayn debate contraversye and varyance then of late had been dependynge betwene Henry Gelat of Wygtuysle in the countye of Yorke yoman of the one partye and Henry Morton and Henry Ibotson of the same Wygtuysle in the same countye yomen of the other partye, and especyally of for and concernynge the occupacion of certayne Byredole lands in Wygtuyslee afforsayd, in so muche as bothe the sayd partyes had submytted them selffs to stand to and adyde obserue performe fullfyll and kepe the award arbytrament order rule dome and judgement of them the sayd Gregorje Reyvell etc arbytratourers indefferently electe and chosen betwene the sayd partyes to arbytrate award etc, of in for and upon almanner of matters accyons suyts grudges trespasse quarrells detts and demaunds what so euer they be had moved styrred and in any wyse dependynge betwene the sayd partyes, frome ye begynnyng of the worlde unto the day of makynge heroff for the pacyffynge wheroff they the sayd arbytratourers had takyn upon them the offyce and aucthoryte of arbytrament at Wygtuysle affor sayd and then and there awarded etc, in manner and form foloyng; Fyrste, we award etc, that the sayd partyes shall frome hencefurthe be faythfull lovers and friends and deale as lovyng nebers ought to do; also we award etc, that the sayd Henry Morton and hys heys shall at all times hereafter haue hold occupye and enoye one parcell of wodd ground wch he haythe heretofore claymed, set lyenge and beyng in a place called the nether croft and commonly called the cloyghe without let trouble or ympedymnt of the sayd Henry Gelot and hys heys etc; and further we award etc that the sayd Henry Gelot and his heys shall at all tymes hereafter haue hold occupye and enoye one parcell of land lyenge in the nether end of one close called the hallowes, as yt ys now devyded and meared by hus, without vexacion let trouble or ympedymnt of the sayd Henry Morton and Henry Ibotson and ther heys etc; and further that all other mears and balks shall at all tymes hereafter be kept and used contenually as they be now appoynted by hus; and further we award that bothe the sayd partyes at all tymes hereafter in tyme of mast shall gether all the mast that shall fall frome ther own trees, where so euer the same shall fortune to fall, without let etc, and that all swyne of bothe partyes in mast tyme shall have all ther swyne to go at libertye throughe out all the byredole lands, belongynge to the Town of Wygtuysle without lett or harme. **Vellum**: one skin 13 × 7, seals missing. **Notes**: the deed is indented, there are no witnesses. Mast is the fruit of beech and forest trees, food for swine.

[Pg 9]

XIII 1568 October 24th, in the 10th year of Elizabeth. **Grant** (Engl) made between Vincent Munday of Marketon in the county of Derby esquire and Edward Mundy (*sic*) gentleman, son and heir apparent of the said Vincent, of the one part and John Weston of Mackworth in the county aforesaid gentlemen of the other part; whereby the aforesaid Vincent and Edward, for and in consideration of the sum of three hundred pounds paid to the said Vincent and Edward by the said John Weston, delivered gave granted sold bargained released and confirmed to the said John Weston and his heirs executors and administrators, all that messuage or tenement, with the appurtenances, situate lying and being in The Highe Frith within the parish of Alstonefield in the county of Stafford and being part parcel and member of the manor of Alstonefield aforesaid and thereafter named; following and more at large expressed; to wit all that messuage farm or tenement called Hawkesyarde or otherwise Hawkesearthe, then in the tenure or occupation of Raphe Bradburye and Maud his wife: then follows a full description of the outbuildings lands etc, with extracts from the deed of covenant of the 15th May 1399 hereinbefore abstracted and a full copy of which grant is given in the appendix hereto. **Witnesses**: John Walker, Thomas Mundy gent, Thomas Brunt, John Oakes yeoman and Thomas Mundy. **Vellum**: one skin 16 × 12, two round seals of yellow wax, each 1½ inches in diameter and bearing a cross flory, probably not armorial. **Notes**: photographic reproductions of this deed and the two seals are given in the appendix. There is a memorandum endorsed recording the giving of possession on the 24th November in the 10th year of Elizabeth in the presence of the same witnesses, except John Walker.

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#### Genealogy deduced.

VINCENT MUNDAY = .....  
of Marketon  
co Derby esquire  
|  
EDWARD  
s & h ap gent  
both living 24 Oct 1568

XIV (1625) July 25th, in the 1st year of Charles I. **Deed of covenant** (Engl) made between John Ibotson of Wigtwisle in the county of York clerke on the first partye, William Ibotson of Nether Combes in the said county yeoman on the second partye and Richard Ibotson of Worrall in the said county yeoman on the third partye; witnessed that the said John Ibotson for divers good causes and considerations him moving did covenant grant conclude and agree to and with the said William Ibotson and his heirs by those presents, that he the said John Ibotson should and would before the feast day of saint Michael the archangell, then next ensuing the date thereof, by his deed of feoffment, by him to be sealed and delivered and with "liverye of seizen" lawfully executed give grant enfeoffe and confirm unto the said William Ibotson and his heirs for ever; all that messuage or tenement in Wiggtwisle (*sic*) aforesaid, which was sometime the tenement of one Henry Morton deceased; and all houses buildings lands tenements meddowes pastures woods under-woods commons comodities and hereditaments of him the said John Ibotson in Wiggtwisle aforesaid, whichever were the lands tenements and hereditaments of the said Henry Morton in Wiggtwisle aforesaid, with all their appurtenances whatsoever; to the only use and behoofe of the said William Ibotson and of his heirs for ever; to the end that the said William Ibotson might be adjudged and taken to be perfect tenant of the freehold of all the said messuage and other the said premises, until a perfect recovery might be had and executed of all the said premises against him the said William Ibotson; and it was also covenanted and agreed by and between all the said partyes to those presents that a writt of entry *sur disseisen in le post* should be brought for the said premises, at the cost and charge of the said John Ibotson, in the name of the said Richard Ibotson, against the said William Ibotson; by the name or names of one messuage one garden one orchard an hundred acres of land thirty acres of meddowe twenty acres of pasture four acres of wood and forty acres of more (moor), with thappurtenances, in Wiggtwisle alias Wýghtwysill Bradfeild; or by such the name or names as to the said John Ibotson should be thought meet and convenient, according to the use of common recoveries in such case used; and that the said William Ibotson should vouch to warrant the said John Ibotson who should enter into the said warranty and vouch over the common vouchee, who should appear and make default; also that a perfect recovery may be had and judgement thereupon given, in his Majesty's court of common plees at Westminster, against the said William Ibotson who should recover in value, against the said John Ibotson and the common vouchee, to be in mercye; and it was likewise further covenanted etc by and between all the said parties, that after the execution thereof of the said recovery, the same should be and enure, and the feoffee named in the said feoffment and recoverer named in the said recovery, should at and ever after the executing of the said feoffment and at and ever after the said recovery, soe had as aforesaid, stand and be seized of the said messuage etc; to the only use and behoof of the said John Ibotson and of his heirs and assigns for ever, and to noe other use intent or purpose whatsoever. **Witnesses:** Richard Ibotson, Will' Woodson, John Potter. **Vellum:** one skin 21 × 10, three seals obscure. **Notes:** John Ibotson signed, the other two were marksmen. It is interesting to note that Wýghtwysill is given as the *alias* for Wiggtwisle. According to Hunter, John was the son of Henry Ibotson of Wightwisle and Mary Morton daughter of Henry Morton of Wightwisle, referred to in this deed. John is said to have had a living in Norfolk. His eldest daughter Mary married Christopher Wilson of Broomhead. William and Richard Ibotson were probably related to John whose grandson Charles Wilson was vicar of Sheffield. See F.M.G. vol II, page 650.

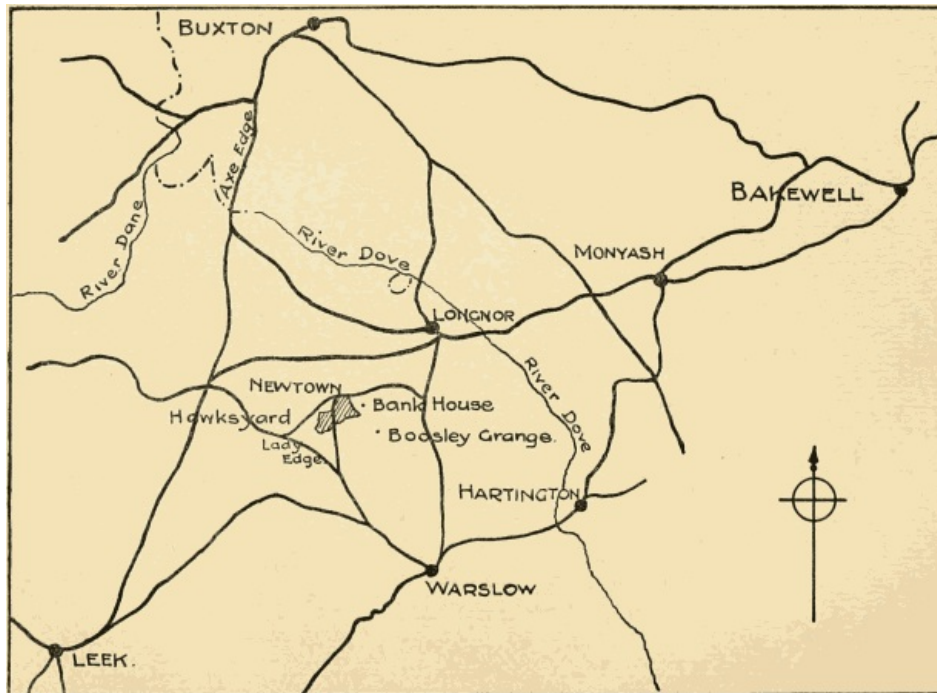
[Pg 11]

XV 1625 July 30th, in the 1st year of Charles I. **Feoffment** (Lat) from John Ibotson of Wigtwisle in the county of York clerk to William Ibotson of Nether Coombes in the said county of York yeoman and his heirs for ever, of all that his messuage or tenement in Wigtwisle aforesaid, which then formerly was the tenement of Henry Morton, then deceased; and all his outhouses and buildings gardens orchards lands tenements meadows pastures woods underwoods rights of common profits and hereditaments in Wigtwisle aforesaid, with their appurtenances; to holdun to and to the use of the said William Ibotson his heirs and assigns for ever, of the chief lord etc, by services etc; warranty of title. **Witnesses:** Henry Ibotson, William Wodson (the tenant), John P.... **Vellum:** one skin 12 × 5½, round seal of red wax bears a dolphin, probably not armorial. **Notes:** there is a good signature of "John Ibotsone."

[Pg 12]

XVI 1633 May 13th, in the 9th year of Charles I. **Grant** (Engl) made between John Ibotson of Wigtwisle in the county of York clerk of the one part and Christopher Willson of Wigtwisle in the said county yeoman of the other part; whereby the said John Ibotson, for and in exchange with the said Christopher Willson granted etc unto the said Christopher Willson his heirs and assigns for ever, one way for passage with drift cart and carriage then or theretofore used and accustomed, unto and from a messuage or tenement at Wigtwisle aforesaid then in the occupation of William Odeson, through a close of him, the said Christopher Willson, called the Walls and thence into and from the nether croft, belonging to the said messuage or tenement; to hold the abovesaid way etc, and all the right interest and demand of him the said John Ibotson thereto unto and to the use the said Christopher Willson his heirs and assigns for ever; warranty of title etc; and the said Christopher Willson in lieu and exchange of the above etc, granted etc unto the said John Ibotson his heirs and assigns for ever, one like way etc henceforth and for ever thereafter to be used, unto and from the said messuage, then in the occupation of the said

William Odeson, to and from the nether crofts, lee and nether hollin carr, belonging to the said message, by and "thorow" the fouldstead of the said Christopher Willson on the south side of his house at Wigtwisle aforesaid and from thence "thorow" the nether yeard and so to and from the three closes last above mentioned; to hold unto and to the use of him the said John Ibotson his heirs and assigns for ever; warranty of title etc. **Witnesses:** William Garlicke, William Odeson. **Vellum:** one skin 10½ × 9½, seal missing. **Notes:** both Christopher Willson and William Garlicke, the witness, were sons-in-law of John Ibotson, see Hunter's F.M.G. vol II, page 652. The word Wigtwisle when used to describe the residence of Christopher Willson has been written on an erasure.



**Map of Hawkseyard and The Moorlands of Staffordshire.**

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## APPENDIX.

Reprint from *Transactions* of The Hunter Archæological Society.

### HAWKSYARD.

By T. WALTER HALL, Hon. M.A. (SHEFFIELD), F.R.Hist.S.

Place-names, obvious in their meaning but suggesting a remote origin and a forgotten past, attract the historian, if not the philologist.

Hawkseyard is one of these; its import is Hawksland but its history lies hidden in the records of past centuries; it excites our curiosity and quickens our imagination.

We instinctively recall scenes of English sport in bygone days; of kings and nobles, knights and ladies, riding across the unfenced country; over moorland and waste, through fen and ford, with hooded falcon and stooping hawk, enjoying what was for nearly a thousand years the national sport of England.

Such a scene was brought to mind by the perusal of two musty parchments with imposing seals and faded script, quarried from the lower *strata* of time-worn muniments, in the office of Colonel Brooke Taylor of Bakewell.

The earlier of these deeds takes us back to the death of John of Gaunt and the resignation of Richard II in the closing year of the 14th century; the later one was sealed and delivered in the less tragic days of Queen Elizabeth.

They both relate to Hawkseyard, situate in that part of The Moorlands of Staffordshire known in the middle ages as Highe Frith of Malbanc Forest; south of Buxton and east of the church at Newtown near Longnor.

The deed of John of Gaunt bears date the 15th May 1399, in bold Arabic numerals; it is written in a jargon intended to be Latin and measures 15 × 8½ inches; its round pendent seal of green wax has a diameter of three and a half inches and is nearly an inch thick. The parchment is dark in colour, coarse in texture and much crinkled; the writing is not uniform in character, parts being in a flowing hand suggesting a date long subsequent to the Plantagenets. The deed begins with the word *Conventum*, meaning a covenant or agreement under seal; but, from the concluding paragraph, it was evidently intended to operate as a deed of gift or grant in fee simple of the

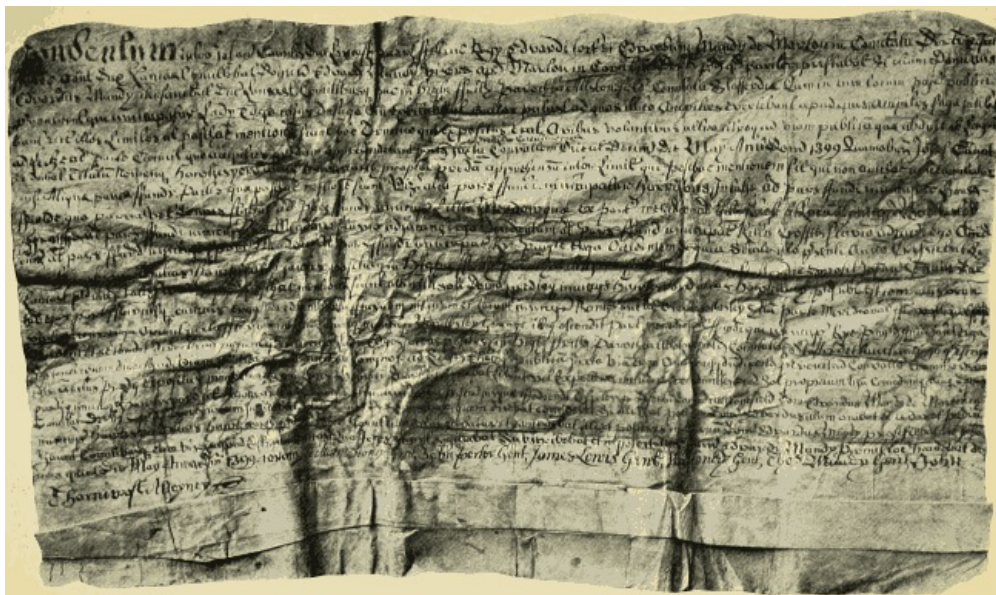


Photo Ethel Eadon

1399 May 15th. **Deed of Covenant**, John of Gaunt to Sir Edward Mundy.

The following is a transcript with the contractions indicated but not extended:—

Conventum inter Johan' Gaunte Duc' Lancast' quart' fillius Regy' Edvardi tert' et Edvardum Mundy de Marton in Comitatu Derb' equit' Joh'es Ga'nt Dux Lancast' p'mittebat Domin' Edvard' Mundy visere ap'd Marton in Comitatu' Derb' p'd q' pariter prestabat Et etiam Dominus Edvardus Mundy iterfaciebat Duc' Lancast' Comitibusq' ejus in Highe Frith parochia Allstonefield Comitatu Staffordiæ Cum in eum locum pase (?) publice p'venirent qui nuncupatur Lady Edge cujus defugabant (?) excitabant Gallos palust' ad quos illico accipitres evertabant apud quos accipitres fuga petebant int' illos Limites ut posthac mention's siant hoc Termino qui expositus erat Avibus volantibus ultro citroq' ad viam publica' qua abduict ab Longnor ad Leeke al' parte circumt quo accipitres pred'am apprehendebant parte juxta mediam circuituo juxta convall'em Orient' Decim' Die May' Ann' Dom' 1399 Quamobre' Joh'es Gaunt ei dabat Titulu' nomenq' Hawkesyerd alias Hawksearth propter pred'a apprehensa' inter Limit' qui posthac mentionem fit qui non antehac nuncupabatur ... Aliquae pauce Fundi Partes que posthac mentione' fiunt Viz' alia pars Fundi nuncupatur Harrison's Intake al' pars Fundi nuncupat' House-Fielde quo parva vel Domus stabat al' pars Fundi nuncup' Little Meadow quae ex part' meridional' inter jacet Locu' nuncup' Boothesley Grange al' pars Fundi nuncup' Spart (? Spout) Meadow fluvio adjacent erga Occidentam al' pars Fund' nuncupat' Killn Croffte fluvio adjac' erga Occidente' al' pars Fund' nuncup' Spart (?) al' pars Fundi nuncupat' Rye Pingle erga Occidentem sequia secale illo p'senti anno Cresscebat Limes Hawksyerd alias Hawksearth jacens positusq' in Highe Frith Parochia Allstonefield Comitatuq' Staffordie exposit Johan' Gaunt Duc' Lancast' p'd' inter tales Metas qual' posthac mentione' fiunt attin' illi soli Domo predi'oq' nuncup' Hawksyerd alias Hawksearth p'd ubi est convallis oriental' ejus part' Fluviu'sq' Curans erga meridiem juxta Fluviu'm int' ilium et Locum nuncup' Banke aut al' Over boothesley Etiam parte meridional' convallus ... et Fluviu's currens erga Orient' juxta Fluviu' int' illu' Locumq' nuncup' Bauthsley (*sic*) Grange illaq' ascendit part' meridional' Funi qui nuncup' Rye Pingle quia jacet erga Occident' et setendit directe ad fugum q'd nuncup' Lady Edge jacens positusq' in Highe Frith Parochia Allstonefield Comitatuq' Stafford' et tunc transjugu' q'd est erga septentrionem directe ad viam publica' quae abduict ab Longnor ad Leeke Etiamq' publica' juxta via' erga Orient' usq' du' directe p'venit ad Convalla' Termino Orientali Tractus praedi'i expositus primo Ann' Regni Regis Henrici Quart' assignabat Limat vel Expellere includere vel admittere ad Sol' proprium usu' Comodumq' illius Domus predi'iq' nuncu'q' Hawksyerd al' Hawksearth p'd etiam Libertinuanu' publi' pascu' jusque effodiendi Cespites p' Desertu' Domin' Allstonefield Dom' Edvardus Mundy de Marton in comitat' Derby (*sic*) p'd' favore unum duplicabat Joh'es Gaunt Du' Lancastriae quem dicebat consideret Si illi esset postestas Dom' Edvardus ilium orabat et ei daret predi'u' nuncup' Hawksyerd alias Hawksearth p'd' Et Joh'es Gaunt libere Largiebatur et concedebat illi et posteris in Aeternu' Dom' Edvardus Mundy profesiebatur Joh'e Gaunt Comitibusq' eum visere apud Castrum Lancast' quo Joh'es Gaunt sigillabat Subscribebat et in potestatem Domin' Edvardi Mundy Premis' tot' tradebat decimo quint' Die May Anno D'm' 1399 coram William Stanley Gent John Porter Gent' James Lewis Gent' Wi'm Stanley Gent' Tho's Mundy Gent' John Thornicroft Attorney.

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It is not easy to give a true interpretation of this unconventional deed; the operative part, which should be clear and precise, being vague and inconclusive. The following is what may be accepted as a free translation conveying a general idea of the purport and effect of the deed:—

An Agreement between John Gaunte duke of Lancaster, fourth son of King Edward the third and Edward Mundy of Marton [Markeaton] in the county of Derby knight. John Gaunt (*sic*) went himself to visit Sir Edward Mundy at Marton in the county of Derby aforesaid ... and Sir Edward Mundy made a journey with the duke of Lancaster and his attendants into Highe Frith in the parish of Alstonefield in the county of Stafford; when they arrived at that piece of public ground [? the common or moorland waste of the manor] which was called Lady Edge, from which moorcock [both red and black grouse] were frequently driven away and from whence hawks were let loose and flown within such boundaries as were thereafter mentioned, to this boundary which was free and open for birds flying backwards and forwards near the public road, which led from Longnor to Leek. In the part of the circle in which the hawks took [the grouse] near the middle circuit next the east clough, on the 10th day of May 1399: for this reason John Gaunt gave it the title and name of Hawksyerd otherwise Hawksearth, because of the game being taken within its limits, thereafter mentioned, which place was not theretofore named, some other pieces of land, which after that were made mention, to wit, part of a piece of land called Harrison's Intake, part of a piece of land called House Felde, on which a small shed or house was standing, part of a piece of land called Little Meadow, which on the south lay between a place called Boothesley Grange and part of a piece of land called Rye Meadow following the stream pointing west, part of a piece of land called Killn Croffte adjoining the stream, thence west, part of a piece of land called Spart (?) Meadow, part of a piece of land called Rye Pingle, thence west following the rye of that year then growing. The boundary of Hawksyard otherwise Hawksearth, lying and being in Highe Frith in the parish of Alstonefield in the county of Stafford set out by John Gaunte duke of Lancaster aforesaid, between such bounds as were thereafter mentioned, were set out for that house only; and the land called Hawksyerd otherwise Hawksearth aforesaid, where there is a clough at the east end of it and a purling stream, thence south following the stream between that and a place called Banke or otherwise Over Boothesley; also on the south side, a clough and stream ran, thence east next the stream, between that place called Bauthsley (*sic*) Grange and ascending on the south of the piece of land which is called Rye Pingle, thence west leading direct to the high ridge which is called Lady Edge, lying and being in Highe Frithe in the parish of Alstonefield in the county of Stafford; and then across the ridge which is north direct to the public road, which led from Longnor to Leeke; and also along the public road thence east it passed straight to the east end of the clough. The full extent of the said land, in the 1st year of the reign of King Henry IV, was marked out and set to limits either to expel, keep in or admit, to the only proper use and advantage of that house called Hawksyerd otherwise Hawksearth aforesaid; and also the liberty to dig turf in the public meadow and wastes of the lordship of Alstonefield. Sir Edward Mundy of Marton in the county of Derby aforesaid prayed for one favour of John Gaunt duke of Lancaster, which he [John] said he would consider if to him it were possible. Sir Edward asked him and he [John] to him gave the said place called Hawksyerd otherwise Hawksearth aforesaid and John Gaunt did freely give and grant it to him and his descendants forever. Sir Edward Mundy then went with his attendants to John Gaunt to see him at Lancaster Castle which [agreement] John Gaunt sealed and subscribed; and into the control of Sir Edward Mundy, all the before mentioned was handed over on the 15th day of May 1399 In the presence of William Stanley Gent, John Porter Gent, James Lewis Gent, Wi'm Stanley Gent, Thomas Mundy Gent, John Thornicroft Attorney.

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If this deed correctly records the facts, we must infer that John of Gaunt owned lands in north Staffordshire between Longnor and Leek; and that they probably formed part of the lands belonging to the duchy of Lancaster. We learn that his friend Sir Edward Mundy of Markeaton, twenty miles away to the south-east, invited the duke to visit him there; a hawking party being arranged on the 10th May 1399 by Sir Edward for the entertainment of his royal guest; one of the highest points of The Moorlands, known as Lady Edge, nearly 1500 feet above the sea, where grouse were always to be found, was selected as the trysting place. The party would ride from Markeaton across the open country to Lady Edge, and they appear to have had good sport. Probably John of Gaunt and his friends from Markeaton watched the hawking from the top of Lady Edge and the undulating land which lies between Lady Edge and Hawksyard, the quarry being taken within a distance of half a mile to the north-east. So pleased was the duke, that he honoured the place where the hawks took their quarry by giving it the name of Hawksyard otherwise Hawksearth; a place which before then was unnamed. The deed also states that before the duke left Markeaton, Sir Edward asked him as a personal favour to give Hawksyard to Sir Edward and that the duke promised to consider the request. Apparently Sir Edward returned with the duke to Lancaster, as a few days later the duke is stated to have sealed and subscribed this deed at Lancaster Castle and delivered it into the hands of Sir Edward on the 15th May 1399. The metes and bounds are fully set forth in the deed, which also records that the boundaries were marked out on the land in the 1st year of Henry IV.

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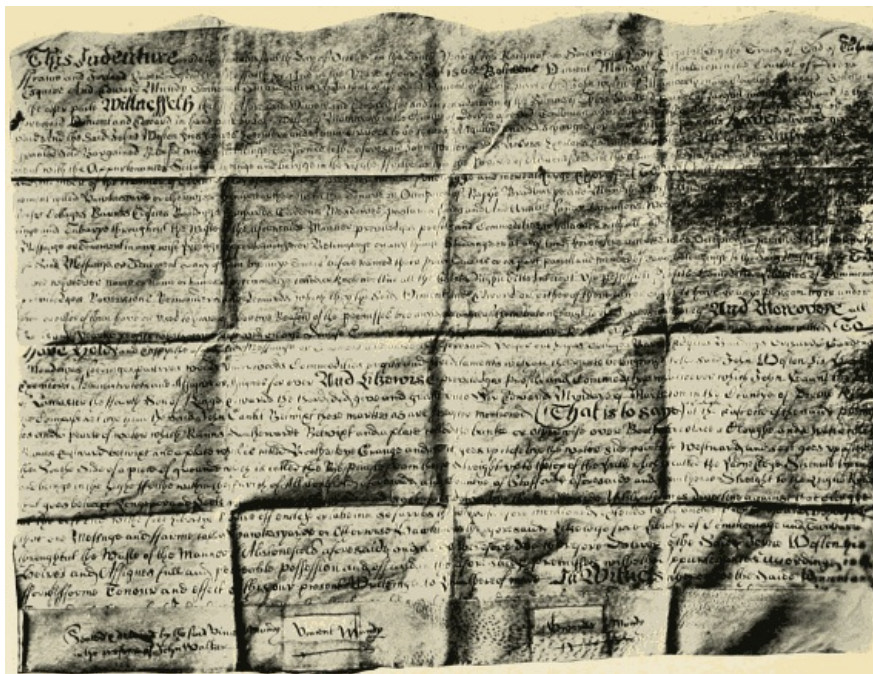


Photo Ethel Eadon  
1568 October 24th. **Grant** from Vincent and Edward Munday to John Weston.

The second deed bears date the 24th October 1568 written in the same bold Arabic numerals as in the earlier deed; but the later deed is in English and measures 16 × 12 inches, it has two round seals of yellow wax, each of a diameter of one and a half inches; the impression on these seals does not appear to be armorial but they both bear the same form of cross; the parchment and make-up are in all respects similar to the deed of 1399 and the signatures of Vincent Mundy and his son are written in the same hand as the deed, which was not unusual in the 16th century.

The following is an abstract of the grant from Vincent Mundy and his son Edward to John Weston.

An Indenture made the 24th day of October, in the 10th year of Elizabeth and in the year of the Lord 1568 Between Vincent Munday of Marketon in the countye of Derby esquire and Edward Mundy (*sic*) gentleman, son and heir apparent of the said Vincent, of the one part and John Weston of Mackworth in the county aforesaid gentleman of the other part; whereby the aforesaid Vincent and Edward, for and in consideration of the sum of three hundred pounds of lawful money of England, to the aforesaid Vincent and Edward in hand paid by the said John Weston, whereof they confessed themselves to be fully satisfied and paid and the said John Weston and his heirs executors and administrators to be thereof acquitted and discharged for ever by those presents; had delivered given granted sold bargained released and by those present writings confirmed to the aforesaid John Weston and his heirs executors and administrators, all that their messuage or tenement, with the appurtenances, situate lying and being in the Highe Frith within the parish of Alstonefield in the county of Stafford; and being part parcel following and more at large expressed; to wit, all that messuage farm or tenement called Hawkesyarde or otherwise Hawkesearthe, then in the tenure or occupation of Raphe Bradburye and Maud his wife; and also all and singular houses outhouses cottages barns edifices buildings orchards gardens meadows pastures lands and arable lands commons woods underwoods, free liberties or commoninge and turbarye throughout the waste of the aforesaid manor, priviledges profits and commodities whatsoever, with all and singular the appurtenances to the said messuage or tenement in anywise lyeing appertaininge or belonginge; or any thing standing or at any time theretofore accepted used occupied or perceived, together with the said messuage or tenement or any of them, by any tenant before named their prior tenants or as part parcel and member of or as belonging to the said messuage or tenement or by whatsoever name or names it was commonly called or known, and all the estate etc; and moreover all rent and yearly profits whatsoever, reserved on any demise grant or cotype of the premises, by any person or persons theretofore made or committed; to have hold and enjoy the same to the said John Weston his heirs executors administrators and assigns for ever; and likewise priviledges profits and commodities whatsoever, which John Gaunt the duke of Lancaster the fourth son of King Edward the third did give and grant unto Sir Edward Mundaye (*sic*) of Marketon in the county of Derby knight, the compass set by him the said John Gaunt betwixt those marks as were thereafter mentioned (that was to say) a clough at the east end of the said premises and a pearle of water which runs southewarde betwixt and a place called the Banke or otherwise Over Boothesleye; also a clough and a water, which runs eastward betwixt and a

place which is called Boothesleye Grange and so it goes up close by the water side pointing westwards and so it goes up after the southe side of a piece of ground which is called the Rye Pingle, from thence streight up to the top of the Hill which is called the Lady Edge, situate lyeinge and beinge in the Highe Frithe within the parish of Alstonefield aforesaid and countye of Stafforde aforesaid and from thence streight to the Highe Road, that goes betwixt Longenor and Leek, pointinge northward and so it goes down bye the roade side untill it comes directlye against that cloughe at the east end; withe free libertye to drive off enclose or take inn, so farr as the compass aforementioned extends; to the onlye proper use and behoofe of that one messuage or farme called Hawkesyarde or otherwise Hawkesearthe aforesaid, likewise free libertye of commoninge and turbarie throughout the waste of the mannor of Alstonefield aforesaid; and they did therefore deliver to the said John Weston his heirs and assigns full and peaceable possession etc. The witnesses were John Walker, Thomas Mundy gent, Thomas Brunt, John Oakes yeoman and Thomas Mundy (*sic*);

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In this deed there is an evident desire on the part of the draftsman to strengthen and even to extend the rights and privileges appurtenant to the Hawksyard estate, which then included a house of considerable importance, occupied by Ralph Bradbury and Maud his wife. Towards the end of the deed a belated attempt at a recital of the earlier John of Gaunt deed is added, with extracts giving the full description of the boundaries; and this earlier deed is treated as the root of title to Hawksyard.

The question and the only question we have to consider is whether these two deeds give us a true account of the origin and early history of the place-name Hawksyard? At first sight it would appear that they do; but unfortunately there is much in the earlier deed to arouse suspicion. It is not that the story of John of Gaunt's visit to Highe Frith is improbable, on the contrary he rebuilt and occupied Tutbury Castle twenty miles away; nor is there any reason to think that in those days Sir Edward Mundy would hesitate to ask the duke for a few acres of rough moorland waste, as a memento of a red-letter day in the history of the Mundy family. Perhaps such a request, under the circumstances, constituted true politeness in the middle ages; or he may have wished to commemorate the day by building a house on the land to bear the name Hawksyard; but, however probable these surmises may be, there are many things in this alleged deed of gift which suggest a date much later than the reign of Richard II and cast a doubt as to its *bona fides*.

In the first place it is obvious that the date 15th May 1399 cannot be correct, as John of Gaunt died in January or February 1398; further the deed states that the duke visited Highe Frith on the 10th May 1399, which was impossible; and it is perhaps equally surprising to find that a deed, dated in the reign of Richard II, should refer to the first year of Henry IV, whose reign had not then begun and might never have occurred.

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These impossible dates require explanation, but our difficulties do not end with dates; the writing in the John of Gaunt deed is not characteristic of the period, it is not uniform throughout, the body of the deed being written in characters of the rugged native script, the names of the witnesses being added in a flowing Italian hand of the Elizabethan period. Attention should also be called to the fact, that of the five witnesses in whose presence the duke is said to have affixed his seal, not one of them was above the rank of gentleman. The seal is impressed with a hunting horn, suggestive of forest heraldry, but the royal arms of the son of Edward III do not appear on this seal; and, if the hunting horn is in its proper heraldic position, the point of the shield is at the top.

As above stated, the form of the deed is unusual and follows no precedent; many words are more suggestive of the classics than the customary usage of diplomatics in the 14th century. *Equitem* takes the place of the more conventional *militem*; *nuncupatur* is used instead of *vocat* and *coram* instead of *testibus*. Each of the first four witnesses is described as gent and the last as attorney, while Derby is written once in English; further, the exact legal effect of the deed seems to be intentionally vague; it is headed *conventum*, meaning a covenant, but in the subsequent deed of 1568 it is referred to as a grant. The full description of the land in the later deed, with all its boundaries and appurtenant rights, suggests that the Elizabethan draftsman had some doubt as to the true facts; these details being apparently exploited with some ulterior intent.

In comparing the size make-up and general appearance of the two deeds, it is impossible not to see in them a strong resemblance; they are both typical of the time of Elizabeth, the deed of 1399 is too large and too coarse for a charter of that date. The fact that one is in Latin and the other in English makes the comparison less easy; but in both we find similar parchment ink and seals; the script is much the same in both deeds, each having the dates written in the same bold Arabic numerals; and the later recites the earlier deed.

It would not be difficult to find other points of resemblance between these deeds; and it is impossible to compare them without coming to the conclusion that they were prepared at the same time by the same person, with the definite object of making a good title to the Hawksyard property, on the sale to John Weston.

This forces us to the conclusion that the John of Gaunt deed is not altogether trustworthy; and we have to consider whether or not the information it contains, with regard to the origin of the place-name Hawksyard, can be relied on; or if we must treat its whole contents as pure fiction and entirely discredit all it tells us of the hawking party in Highe Frith.

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**Seal of 15th May 1399.**

There must be some explanation of this extraordinary deed; and it may yet be possible to find a solution of the problem. Here is the deed! How can we account for it? How much of what it tells us may we accept as truth? To what extent is its story supported by extraneous evidence?

The points as to which we require information are; whether John of Gaunt was in a position to give and grant lands in the Highe Frith to Sir Edward Mundy or had he only the rights of an overlord? Why did he hesitate before complying with Sir Edward's request? Was he in doubt as to whether the land were his to give or whether he held as tenant *in capite*? Did he execute a deed of gift or did the gift rest on a verbal promise, Sir Edward taking possession of the lands and converting them to his own use? Did the lawyer of 1568, who carried through the sale to Weston, act *ex fide bona* and endeavour, according to his lights and the practice of his time, to put the title to Hawksyard in order, for the mutual benefit of both vendor and purchaser?

For answers to these questions we must return to the days of John of Gaunt.

In 1398 Richard II, seeing that his uncle John of Gaunt was in failing health and that John's son, Henry Bolingbroke earl of Hereford, might press his claim to the throne of England in case of Richard's death without issue, took advantage of a quarrel between Bolingbroke and the duke of Norfolk, in which each accused the other of treason, to banish them both from the realm.

The loss of his son fell heavily on John of Gaunt, who died at the end of January or the beginning of February 1398; and it is important to bear in mind that the year 1399 began on the 25th March and not the 1st January.

Richard, being free for a time from the menace of the House of Lancaster, seized the whole of the Lancastrian estates in the absence of the banished heir and crossed to Ireland to complete his conquests and strengthen his hold on that country.

During Richard's absence in Ireland the banished Henry, hearing the news of his father's death and the confiscation of the Lancastrian estates, landed on the Yorkshire coast with a few trusted friends and three thousand men-at-arms.

He was at once joined by the great barons of the north and with an army, which increased as it advanced, he ultimately reached London; where he was well received by the people, who were tired of Richard and looked to Henry as their future king.

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On hearing the news of Henry's return Richard, after much delay through rough weather, recrossed the Irish Channel to Milford Haven, only to find that both his friends and his armies in England had melted away and that his kingdom was lost.

He was forced by Henry and his supporters to resign his crown and, in Westminster Hall on the 29th September 1399, his resignation was received with shouts of applause; on the following day his cousin Henry Bolingbroke, son and heir of John of Gaunt, was proclaimed King of England as Henry IV.

On Henry's accession he regained the estates of the duchy of Lancaster, which however remained in his hands as crown property.

The above events and the dates on which they occurred are of importance in considering the two Hawksyard deeds; and if we are to understand how and why they came into existence, we must also trace the early history of Highe Frith and learn something of the conditions then prevailing as to the holding and devolution of landed estates in England; more especially with regard to



earldoms honours and manors, which formed the basis of the feudal system.

When we clearly understand the way in which land in England was held in pre-reformation days, it will perhaps be possible to see whether the facts set forth in the deed of gift of the 15th May 1399 were consistent with the early history of the manor of Alstonefield; and whether John of Gaunt was shortly before his death in a legal position to comply with the request of Sir Edward Mundy.

As already stated Hawksyard was in Highe Frith, part of the manor of Alstonefield, and a manor was an estate in fee simple in a tract of land granted by the sovereign to a subject, usually a man of some consequence, in consideration of certain services.

He was the lord of the manor and he reserved for his own use such parts of the land as he required, which were called the demesne lands; other parts he granted out to his tenants, under varying conditions which included estates of inheritance, estates for life, for years and at will; the barren lands which remained in his hands were what was known as the commons and wastes of the manor or the foreign lands. The whole formed a manor or lordship which had its own courts and customs and enjoyed feudal privileges, which extended not only to the lands held by tenants but also to the commons and waste lands.

When many manors, perhaps extending into several counties, were held by one great baron or overlord they formed an honour which was held of the king *in capite*; this was quite different in character to the manor. It was a jurisdiction, vested in private hands, and not a territorial possession; the lords of the manors retaining their separate manorial organisation and rendering suit and service to their overlord.

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Manors also formed part of the earldom or shire; for some time after the conquest an earl also had the title of count and from the counts the shires took the name of counties. The title however soon disappeared in England but we still retain countess, county and viscount.

When a great earldom honour or manor fell by forfeiture or escheat into the hands of the sovereign which constantly happened, it retained its distinct corporate existence and the whole apparatus of jurisdiction or tenure. Under its own title it either continued in the possession of the sovereign or was granted out again as a hereditary fief.

The manor of Alstonefield appears to have been included in different earldoms and different honours at different dates, prior to the time when it came into the hands of John of Gaunt and his first wife's ancestors.

At the taking of the Domesday survey in 1086, Alstonefield manor was held as a knight's fee by Robert count of Shrewsbury with William de Malbanc under him as lord of the manor. The Shrewsbury overlordship did not last long and Alstonefield, which seems to have been much in request, possibly owing to its grouse moor, was transferred to the honour of Chester under Hugh Lupus; to whom William had, three years after the conquest, given the earldom of Chester and William de Malbanc, of Wich Malbanc now Nantwich, held the position of lord marcher under Lupus, so that the lordship of Alstonefield formed part of the marchlands or boundaries of the honour of Chester on the east, over which William de Malbanc would have supreme control as lord of the marches.

That part of the manor which lay between Leek and the river Dove, including the site of Hawksyard, was chiefly forest and moorland; shortly after the conquest and for many centuries after, it was known as Malbanc Forest; but in 1220 the Malbanc barony devolved on three co-heiresses, who held Alstonefield in co-parcenary.

On the forfeiture of a third share by the eldest daughter, then countess of Warwick, it came into the possession of Hugh le Despencer, though how he got it is not clear, and this share included the tract of barren moorland known as Highe Frith of Malbanc Forest.

In 1297, on the death of Edmund earl of Lancaster, the King's Escheator held an inquisition at Tutbury for the county of Lancaster, to ascertain what knight's fees were due to the earl; the jury found *inter alia* that Hugh le Despencer held one knight's fee in the manor of Altonesfelt (Alstonefield) worth yearly in homages etc. £10. "Nomina Villarum" 1316 gives Hugh le Despencer and Nicholas de Audeleye as owners of Alstonefield, a vill in the liberty of the earl of Lancaster, who had the return of all writs.

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In 1322 the estates of le Despencer were forfeited to the crown and subsequently bestowed by Edward III on Henry earl of Lancaster, grandfather of Blanche the wife of John of Gaunt.

It may be helpful here to recall how John of Gaunt was created duke of Lancaster and became possessed of the Lancastrian estates, extending into Cheshire, Staffordshire and other counties.

The first earl of Lancaster was Edmund called Crouchback second son of Henry III; in addition to his Lancastrian estates, his father bestowed on him the earldoms of Derby, Leicester, Lincoln, Salisbury and Chester.

These passed on his death in 1296 to his eldest son Thomas earl of Lancaster, who was beheaded at Pontefract in 1322 when his estates were forfeited to the crown.<sup>[A]</sup> His widow was allowed to retain the Salisbury estate; and the other four earldoms were bestowed on his brother Henry earl of Lancaster, to whom one third share of Alstonefield manor was also given, so that he possessed not only the Lancastrian estates but also the earldoms of Derby (including the honour of

Tutbury), Leicester, Lincoln, Chester and the territorial interest of a third of the manor of Alstonefield, including Malbanc Forest; of which Highe Frith was waste of the manor.

Henry earl of Lancaster was succeeded by his son Henry, afterwards first duke of Lancaster, who had no son; of his two daughters, Maud married William of Bavaria and Blanche married John of Gaunt. Maud died without issue, whereupon the whole of the Lancastrian estates devolved on Blanche; and, in right of his wife, on her husband John of Gaunt, who was in 1362 created duke of Lancaster.

It will be remembered that the seal attached to the deed of gift of the 15th May 1399 bears a hunting horn; and in order to find some explanation of this seal it may be necessary to glance for a moment at the history of the honour of Tutbury, which as we have seen was included in the earldom of Derby and passed to John of Gaunt with that earldom.

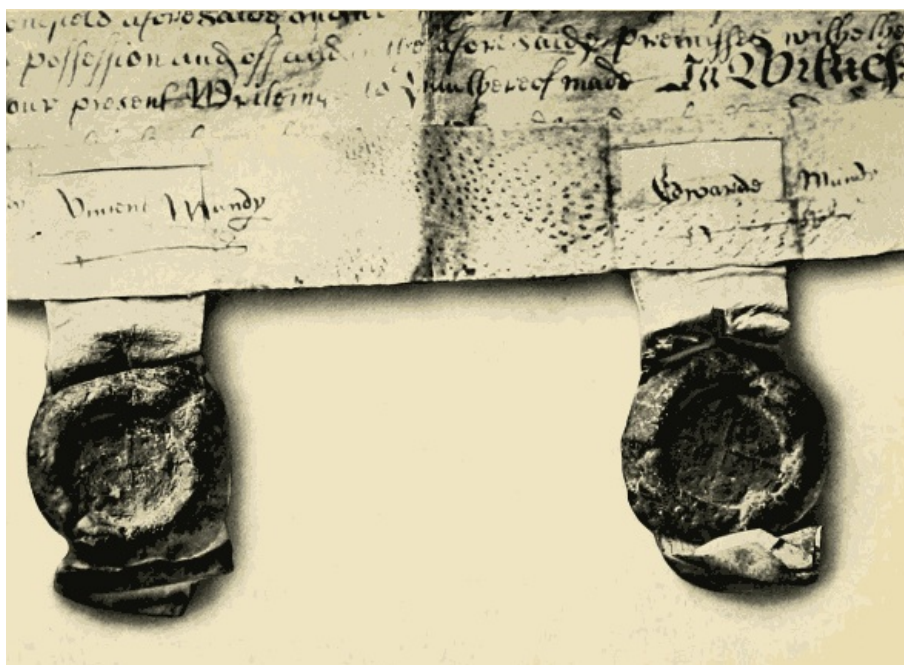


**The Tutbury Horn**, from a photograph in the reference library at Sheffield.

About the end of the 13th century, the important office of escheator and coroner throughout the whole honour of Tutbury within the county of Stafford, was claimed by Walter Agard who demanded to hold office by right of inheritance; but he was unable to produce any written evidence in support of his claim; and in lieu of charters or writings, he produced a white hunting horn garnished with silver-gilt in the middle and at both ends, to which was affixed a girdle of black silk adorned with buckles of silver, on which was placed the *insignia* of Edmund earl of Lancaster; this horn was offered and accepted as the charter and evidence of title to the office of escheator and coroner, to which he made claim.

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It is not necessary to follow the devolution of the Tutbury Horn from Walter Agard; but in the 17th century, on the marriage of an heiress of Agard, it passed to the Stanhopes, who sold it with its offices in 1753 to Samuel Foxlow of Staveley Hall, from him it ultimately passed to Henry Marwood Greaves of Banner Cross, Sheffield, and Ford Hall, Derbyshire, who once only exercised the right of appointment; and on his death in 1859 his eldest son William Henry Greaves, who had assumed the surname of Greaves-Bagshawe in 1853, succeeded to the horn by inheritance, and appointed the next succeeding coroner. We shall have to consider whether the pendent seal of the alleged deed of gift can in any way be accounted for by the fact, that the honour of Tutbury was part of the duchy of Lancaster prior to John of Gaunt's death.



**Seals** of 24th October 1568.

Let us now turn to the other party to the deed of gift, Sir Edward Mundy.

In Burke's "Commoners of England" 1836, it is suggested that the Mundy family derived its name from Mondaye Abbey in the dukedom of Normandy; and it may be, that Sir Edward Mundy or his father fought with John of Gaunt in the wars with France and Spain.

It seems probable, from what we find in the earlier deed, that the duke and Sir Edward were close personal friends; and it may possibly have been through the influence of John of Gaunt, that Sir Edward Mundy or his father settled near Derby. However that may be, we are told that Sir Edward entertained the duke at Markeaton and returned with him to Lancaster Castle.

Vincent Mundy of Markeaton was a justice of the peace for the county of Derby in 1558 and his son Edward died in 1607.

Burke also tells us that "from old deeds in existence it appears that the family held lands in the year 1399"; it may be and seems highly probable that he was referring to the deed of gift and the grant above described, to which he presumably had access and gave credence.

On the other hand the two Lysons, in their work on Derbyshire, say that the Mundys did not buy the Markeaton property until the beginning of the sixteenth century. Perhaps at that date they added to their original holding?

We now have some idea of how matters stood in 1399 and 1568; we are therefore in a better position to consider whether the deeds of Richard II and Elizabeth can be relied on as giving the origin and early history of the place-name Hawksyard.

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Assuming for the moment that the two deeds were prepared at the same time and by the same hand, it is necessary to consider the position as it presented itself to the attorney, who in 1568 was instructed to carry out the sale of Hawksyard to John Weston. He possibly may have acted for both vendor and purchaser and been anxious to do his best for both his clients. He would, on receiving his instructions, ask the vendor for his title deeds; the answer would presumably be that there were no such deeds; but it was probably well known in the vendor's family and possibly also to John Weston, that Hawksyard had been given to Sir Edward Mundy by John of Gaunt shortly before his death, after enjoying a day's hawking in Highe Frith, the tradition of which would hang round The Moorlands for centuries; perhaps letters or diaries would be produced with sufficient detail to satisfy the purchaser of the truth of the tradition.

The attorney would perhaps be in doubt, whether this traditional gift was a grant of the fee simple or a mere sporting right over certain waste lands belonging to the manor of Alstonefield, part of the duchy; which right would be what is known as a right of common in gross. The vendors were doubtless in actual possession and their ancestors had held it for nearly two hundred years; under circumstances such as these the Courts of Common Law, in the absence of the tradition, would have assumed a lost grant, made prior to the reign of Richard I, which is supposed to be equivalent to immemorial user; but the family tradition as to John of Gaunt fixes the lost grant in the reign of Richard II, which would not support a claim by immemorial user. Under these circumstances and in the absence of any title deeds, the attorney seems to have taken upon himself the responsibility of creating a root of title, based on the tradition and possibly what he considered satisfactory recorded evidence; in doing this he exercised neither artfulness nor skill. He hesitated whether to make it an agreement or a grant, he neglected to use the 14th century common form of such a document, he blundered sadly in the dates, and he referred in the deed, which he dated in the reign of Richard II, to a reign which had not then begun. There would be a difficulty as to the witnesses, and it may be that those named were taken from some deed of 1399 to which he had access, notwithstanding the fact that these five

witnesses were not suitable or likely witnesses for the sealing by John of Gaunt; there was also the difficulty of the seal, and as probably no seal of John of Gaunt was available, a forest seal, perhaps of the honour of Tutbury, was used; Alstonefield manor being within that honour, and the deed of the 15th May 1399 was the result; which did well enough to hand to the purchaser, as the root of title to Hawksyard, along with his conveyance from Vincent Mundy and his son. Even if the parties to the transaction knew of what was being done they would doubtless be well pleased to have the John of Gaunt tradition put on record; and the enterprising attorney would probably be thanked and well paid for his trouble and resource. There does not appear to have been any fraudulent intention to improperly acquire any land or other benefit, though such a counterfeit in these days would be fraught with risk to all parties concerned; but in the time of Elizabeth, the law of real property rested less on statute and more on the unwritten law; which was interpreted and applied loosely and without supervision.<sup>[B]</sup> The effect of this *ex post facto* apograph was twofold and benefited both sides. The vendors put on permanent record their treasured family tradition and the purchaser got a root of title, which might be of value to him in case of re-sale. It would be interesting to know why the Mundys barred the entail and sold Hawksyard, with its sporting tradition; it may have been that the chancellor of the duchy had, at a then recent date, raised the question as to whether the Mundy family originally had an estate in fee simple or a right of common in gross; and that they as owners thought they would act wisely in selling to a purchaser for value.

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Whatever the reason may have been for the sale of Hawksyard in 1568, it passed by the deed of Elizabeth from the Mundy family to John Weston of Mackworth, and is now held and enjoyed under prescriptive right, which makes its past history of little consequence, so far as the present owner, Mr Robert Shirley of Waterhouse Farm, near Longnor, is concerned.

His numerous deeds and papers relating to Hawksyard include an abstract of title beginning in the 14th year of Elizabeth (10th July 1572), when John Weston and Katherine his wife sold Hawksyard to Ralph Bradbury who, as appears from the grant to John Weston, was in 1568 the tenant of Hawksyard; so that John Weston owned the property for less than four years and then sold it to his tenant Ralph Bradbury, who in May 1573 settled it on his younger son Otwell.

Forty-two years later, on the 11th May 1615, Otwell Bradbury and Ralph his son and heir sold Hawksyard to Henry Cock for £400. For many years the estate remained in the possession of the Cock family, who sold it to Ralph Wood of Leek Abbey, the Cistercian monastery Dieu-la-Cresse, and on the 5th April 1800 Hawksyard passed into the possession of John Shirley of Rewlach, the great grandfather of the present owner.

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In 1850 some closes, part of Hawksyard, lying on the west side of the road leading from Newtown to Warslow, were exchanged for adjacent closes, part of the late Sir John Harpur Crewe's estates. With this exception, the Hawksyard estate seems to follow the boundaries set forth in the deed of 1399, and Harrison's Intake, Low Meadow, Rye Meadow, Kiln Croft and Spout Field of that date still exist and appear in the description of the lands in the 19th century title deeds. On the front of the house are two dates, one above the other, the lower one is "H C 1620" and the upper one is "H C 1784"; both these dates occur during the ownership of the Cock family, and the initials "H C" probably indicate Henry Cock.

Hawksyard of to-day is a substantial farmstead of eighty acres, with a good house and farm buildings occupied by Mr Shirley's son Edwin Leslie Shirley; it is bounded on every side by lands of Sir Vauncey Harpur Crewe of Calke Abbey and Warslow Hall, but it has never formed part of the encircling Harpur estate, which we may assume was crown property; and the grant to the Harpurs of these surrounding lands may have given rise to a discussion as to the Hawksyard title, and possibly suggested to the Mundys the desirability of the sale to Weston. If the surrounding lands were granted by the crown, leaving Hawksyard an isolated and independent holding, there seems to have been a recognition of the Mundy title and a strong vindication of the Hawksyard tradition.

Of the places referred to in the deeds, Boothesley (now spelt Boosley) Grange still stands; Bank or Over Boothesley is now Bank House and the "pearle of water" is Boosley Brook. Highe Frith and Malbanc Forest are not on the ordnance map and are almost forgotten in the district; but Lady Edge is still in daily use, and the existence to-day of these medieval place-names seems to strengthen the probability of the story of John of Gaunt's visit to the Highe Frith.

If ramblers on foot and on wheels, when passing the east end of the church and the adjoining school of Newtown, will stop for a moment to glance down on Hawksyard, two fields to the east and up to Lady Edge half a mile to the south-west; it will not be difficult to reconstruct the scene of the hawking, when

"Old John of Gaunt, time-honour'd Lancaster"

visited Highe Frith of Malbanc Forest more than five centuries ago and first gave the name Hawksyard.





## FOOTNOTES:

- [A] It may be of interest to mention, that in 1867 while ridging potatoes in a field at Boosley Grange, known as Boosley Folly Meadow, a number of silver medieval coins were found, which had presumably been lost or hidden in the difficult times through which The Moorlands passed, during the fierce struggle between Edward II and his cousin Thomas the great earl of Lancaster; who in his headlong flight from Tutbury Castle up the valley of the Dove lost a military chest containing over 100,000 similar coins, English, Scotch and Flemish, in the river, which was found in 1831, embedded deep in the mud at the ford below the castle.
- [B] The reverend Joseph Hunter, in a Memoir on the ancient family of Wilson of Broomhead Hall, Bradfield, published in *The Yorkshire Archæological and Topographical Journal* volume v. calls attention to what he describes as a surreptitious Bradfield deed, dated in the feast of saint Martin in winter (11th November) 22 Richard II and anno domini 1399; whereas the feast of saint Martin 1399 was not in the reign of Richard II but in the first year of Henry IV; he further points out that even if the news of the accession of Henry had not reached the wilds of Bradfield by the 11th November, the feast of saint Martin 1399 would have fallen in the 23rd year of Richard II and not the 22nd, as stated in the deed.

## Transcribers' Notes

General: No attempt has been made to standardise spelling within the charters; they are rendered as in the original text.

Page 28: Hawksyard corrected to Hawksyard after "In 1850 some closes, part of"

\*\*\* END OF THE PROJECT GUTENBERG EBOOK SHEFFIELD AND ITS ENVIRONS 13TH TO THE 17TH CENTURY \*\*\*

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