

ANALYSIS – YAS ZM 1 / 1/ (4) - 1706

<p>Document Reference:</p>	NYCRO ZM 1 / 1/ (#4)
<p>When ? <i>Date of document</i></p>	1 st May 1706
<p>Who? <i>Names with occupation & place</i></p>	<p><u>Parties:</u></p> <ol style="list-style-type: none"> 1. John Proctker the elder, gent. of Kilnsey (formerly Bordley Hall) 2. Thomas Wilcock, yeoman, Ivah, par. Tatham, Lancs. <p><u>Also mentioned:</u> John Procter the younger, son of the elder James Rayner, gent., Ivah, par Tatham, Lancs</p>
<p>Signatories</p>	John Proctor
<p>Why ? <i>Purpose of document (eg. Apprenticeship, property transfer, promissory note, arrest warrant, etc)</i> ²</p>	Transfer of manor estate
<p>Where? <i>All place-names mentioned – even if only mentioned in passing: Include field-names, buildings, farms, as well as parishes, towns, etc.³</i></p>	<p><u>Property:</u> The manor of Bordley including: Bordley Hall, Parkfoot, Little & Great Cowhouse Banks, Upper & Lower Becks, Birk Banks, Lonsdale springs, Milner Mills, Barugh, Place Hills, 60 sheepgates on High Mark Close, Calf Fall (500 acres in 1698 – 200 in 1706), Bordley Intake, Barktop Farm</p> <p><u>Also mentioned:</u> Kilnsey Ivah, par Tatham, Lancashire</p>

¹ *Active Code : Document citation reference*

² *Do not use "Indenture" – this only gives a physical description of the document, not its specific purpose or function*

³ *If relevant, indicate type of place – eg. if a field is common land, or a new enclosure; or if a building is a barn, house, workshop, etc*

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<p>What? <i>References to things, events, happenings, topics, etc which should be added to the project Subject Index.⁴</i> <i>Include here references to past events (such as previous property transfers)</i></p>	<ol style="list-style-type: none"> 1. Refers to previous agreement (Indenture of Feoffment) 8 years previously – 4 July 1698 – Proctor (father & son) sold the manor to Th Wilcock for £740 2. On the same day in 1698 by another agreement, an Indenture of Defeasance, Wilcock would return the property to Proctor if he repaid the £740 – plus interest. 3. In that event, Wilcock and Rayner would still be entitled to receive the rents and profits for a period of 5 years (starting at 2nd Feb) for which they would then pay Proctor £15 p.a.(in two payments – at Michaelmas & Purification of the Virgin [Candlemas, 2 Feb]) 4. They also agreed that if on 2nd Feb 1702 Proctor paid Wilcock £740 (“for the use of the said James Rayner) then the original Indenture would be null & void 5. If Proctor defaulted on the payment in 1702 the manor would pass permanently to Wilcock – but James Rayner would pay an annual rent to Proctor of £10 6. This 1706 Indenture records that Wilcock had now paid Proctor a “further competent sum of money” 7. In addition Wilcock and Rayner had “secured” an agreement to pay £10 p.a. to Proctor’s wife, Elizabeth – in the event of her death, £6 p.a. would be given to Proctor until he died. 8. For “other considerations” John Proctor now granted Thomas Wilcock full possession and title of the manor of Bordley.
<p>Local Issues to note <i>Anything which should go into the project Timeline as of specific interest to Kilnsey’s local history or which raises questions about local affairs⁵</i></p>	<p>Note that this James Rayner of Ivah is NOT the same as James Rayner of Kilnsey in the late 16thC. The implication is however that he was setting himself up as a tenant farmer in Bordley with the aid of Thomas Wilcock acting on his behalf.</p> <p>QUERY The original Indentures of Feoffment & Defeasance in 1698 appear straightforward – essentially allowing Wilcock and Rayner to farm the manor for 5 years, although giving Proctor the opportunity to get the manor back before the end of that 5 year term if he wished.</p> <p>But it’s not clear what happened in 1702 – did Proctor buy the manor back? Or did he default on the payment?</p> <p>If he had defaulted, the manor would have belonged then to Wilcock. So, what was the “further sum” paid by Wilcock to Proctor in 1706? This implies Proctor had indeed bought back Bordley in 1702 and that 4 years, later, with John Proctor now living in Kilnsey, Wilcock was buying the manor of Bordley on a more permanent basis. So what had happened in the intervening 4 years? Was James Rayner still farming at Bordley as a tenant?</p> <p>The annuity to Elizabeth, with the lesser annuity for John, is a mystery. Why would Thomas & James pay this? Why was it higher for Elizabeth than for John?</p>

⁴ Eg. Debts, women, agriculture, land use, rents, taxation, etc.

⁵ Eg. Illustrating changes in population, changing property ownership, changing land use, local economy

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<p>To add to Glossary</p>	<p>Indenture of defeasance Feast of the Purification of the Blessed Virgin Mary</p>
<p>Mapping <i>Data to be used for mapping exercise ⁶</i></p>	<p>This document relates to property in Bordley and is therefore not relevant to the Kilnsey mapping exercise – However, it would be interesting to find out where in Kilnsey John Procter lived in 1706.</p>
<p>Research topics & Historical Context <i>Topics with a broader regional or national context to help place Kilnsey in a wider context⁷</i></p>	<p>The complexities of land sales and ownership in the early modern period</p> <p>The extent to which farms were sub-tenanted.</p> <p>Annuities to married women</p>
<p>Subject indexing</p>	<p>Feast of the Purification of the Blessed Mary Manor estates Married women & annuities Credit & moneylending</p>

⁶ Eg. changes in property ownership, field names, changes in land use, references to structures such as new houses, repair of fences, ditches, etc

⁷ Include here queries and questions such as "Why pay tenths to the king but no tithes?"