

## **Memorandum on the nature and use of the Lease Renewal Books (transcribed from Renewals Book 2, ref DCD/F/CA/2)**

Concerning the use of this book, and the means whereby it hath been improved from time to time. Also concerning the defects of it, and what is wanting to make it a more perfect work of its kind.

The plan was first laid by Dr. Cartwright [canon of the 5<sup>th</sup> stall 1672-86] in the year 1675, being the second year of his Treasurership [it was common in the late 17<sup>th</sup> and in the 18<sup>th</sup> centuries for a canon to be elected to the post of Receiver quite soon after his installation at Durham and to serve as Treasurer and Vice-Dean for similar periods].

The Rental which he drew with his own hand in a book afterwards called the Treasurer's Book [apparently the book now known as Renewals Book 1, DCD/F/CA/1], and which was transcribed into this book, was taken immediately from the Receiver's Book of the year 1674 [DCD/G/AB/54], as appears by comparing them together. Only he so disposed the rental of that year as to admit under each article such memorandums and observations as he thought needful to insert.

Thus for instance to all such tenements as were in lease he added the dates of the leases, and the fine that was taken at the granting of them. And also as far as he could learn it, the then value, or yearly profits of the several leaseholds: with some other little remarks occasionally interspersed. But he mentioned only that particular set of leases by which the rents at that time were claimed, and took no notice of former leases that had been let of the same tenements even since the Restoration; which is it had been within his design he might have done with little trouble. Whereas it hath proved a difficult matter to supply this defect since, though the number of those leases be few.

He preserved the order of the articles of the Receiver's Book in the main, but not with sufficient exactness. For where the same person paid two or more different rents in the same page of the Receiver's Books, or within a page or two, he used to place the rents payable by that person next to each other, thereby interrupting the order of the common rental. This proves an inconvenience, for it makes it difficult in those places to apply his rental to the Receiver's Books, where the articles stand in their old order.

And there is in his rental one remarkable transposition of several pages together (which is also found in this transcript), viz. : from the 66<sup>th</sup> page of the Receiver's Book which he copied, he proceeded to page 75, and went on from there to page 95; and then returned to page 66 where he broke off, and inserted the 9 pages he had omitted. Perhaps the best account of this is, that he was led into a mistake by the same name viz. John Dobbison being charged with a free rent both in page 66 and 75 of the Receiver's Book of that year, which he transcribed. And he might pursue his transcript through oversight from John Dobbison's free rent in 75 instead of the same in 66. And might write several pages before he discovered the error. This however is the fact whether committed by mistake or no.

That he began and finished his rental in the year 1675 appears from hence. 1. He takes in the names of the tenants according to the Receiver's Book for 1674 without variation, save that in some of the leaseholds he puts down the name of the then lessee instead of that which he found in the Receiver's Book. 2. He takes in the dates of the leases that were let in 1674, and therefore could not begin his rental sooner than the year following. 3. He takes in the dates of

none that were let in 1675 which according to his scheme he must have done had he not finished his rental before that year expired; for it is observable that whenever he found leases dated in 1674 he looked no higher although those same leases had been renewed before since the Restoration. Add to this that at the end of his rental he gives the sum total of the rents under a memorandum dated 1 September 1675 [DCD/F/CA/1, p.162].

But though he went no higher in his rental than the leases then subsisting, yet at the end of it he transcribed out of the Audit Book all the contracts from the Reformation according to the yearly lists of them, which did in great measure supply the defect above noted in omitting the renewals of several leases since the Restoration, reference being made to them in the said contracts. And to make the application of the rental to the contracts the more easy, he added at the end of the book two indexes: one of persons, another of places.

He likewise in the four years when he was Treasurer threw the names of the lessees in the contract notes into an alphabetical order, which made the reference to the contracts still more easy. And the contracts of those four years are so transcribed by himself; but he was not at the trouble of reducing the contracts of the following years to alphabetical order, though he transcribed them with his own hand till the Audit 1685, when he quitted the Church. This method however of digesting the contracts alphabetically was again pursued in 1692 and has been followed ever since.

Thus far the work was essentially Dr. Cartwright's, nor doth it appear that any person set his hand to it till 1686 at which time the Dr. ceased to be a member of the Church.

In the year 1690 (for till this time nothing more had been done in the book, except transcribing into it the yearly contracts out of the Audit Book) Mr. Rowell began to mark the number of years that were elapsed in the leases that were renewed : which hath been continued ever since; and had it been done before, would have helped very much towards giving an exact account of the course of leases since the year 1660. Whereas the neglecting this for the first 30 years hath made it very difficult to trace those early renewals with exactness and certainty.

In the year 1692 Mr. Rowell began to apply himself to something more material. It was then near 20 years since Dr. Cartwright had made his rental. And in that time most of the leases had been renewed and the lessees' and other tenants' names were changed; so that the rental was almost grown incapable of being applied with any good effect to the Receiver's Book. Mr. Rowell therefore adjusted it to the Receiver's Book of that year, viz. 1692, by making the necessary insertions of names of tenants, and of renewals and dates of leases. This accounts for his so frequently setting down the year 1692 (as may be observed in that book and in this transcript of it) under every article of leasehold from the beginning of the borough of Elvet on to Shields, and from the beginning of Dalton township on to the end of Aycliffe. But why he should not have done the same in the other parts of the book, seeing that he adjusted the whole with the Receiver's Book of that year, no reason seems at present assignable. In the same year he likewise began to enter the contracts alphabetically according to the method suggested, as above, by Dr. Cartwright.

In the year 1694 Mr. Rowell added to the contracts of dates of the Habends of the several leases. Which has been continued ever since. He likewise recovered as many of the dates of the Habends of the former leases since the Restoration, as his diligence in examining the Register Books could furnish him with, and interlined all the former lists of contracts from 1660 with the Habends thus recovered, down [to] the year 1694. Which shows that these

additions were made that year and not before. But the Register Books being imperfect, several of these dates were not to be retrieved, which is the reason that several of the contracts from 1660 to 1694 stand yet without dates of their Habends. Which in the meantime shows the mistake of conceiving that where no date appears to any contract recourse must be had for the date of it to the first contract immediately above that has the date of the Habend added to it. For though this had been just reasoning, if the dates had been put to the contracts in the first transcript of them (for then no other account could have been given of such omissions), yet as it appears that all these dates down to 1694 were added afterwards, and that not so completely as it could be wished, the blanks are only proofs of Mr. Rowell's inability to find out the Habends of all the former leases.

The catalogues of the contracts or leases being by these means made as complete as they then could be made, Mr. Rowell applied them very usefully to the rental or former part of Dr. Cartwright's book by entering the different renewals of the same leases in a regular order from the year 1674, where Dr. Cartwright left off, under the several articles of rent payable for the said leaseholds. Some of the leases had been renewed no less than five times from the year 1674 to 1694, as Pittington Manor for instance. Others had been renewed three or four time, others twice: and all of them (except one here and there) once renewed. By so great a change Dr. Cartwright's rental, as he had left it suited only to 1674, did not answer its end and became in a manner useless. But Mr. Rowell by entering all the succeeding renewals, that he could discover, regularly, each under their proper and distinct head, according to the course of the rental, made it to answer all those ends that the Dr. himself could be supposed to aim at, and perhaps some more that the Dr. did not think of. For by inserting not only the dates of the Habends, but the letters denoting the different annual lists of renewed leases, and the numbers denoting the place and order of each contract or lease in each of those annual lists he made it a kind of general index both to the Register Books and to the catalogue of renewals. For by placing the different renewals of the same leases in one view, he gave ready access to all the registered copies of those leases. And although the Registers were then not carefully kept of all the leases that were renewed, many of them not being to be found in the Books, yet there was this advantage arising from his method of entering the renewals, that it pointed to all the places in Register Books where such leases, if registered at all, would be found; by which means both the demise and the rent of each lease might upon occasion be examined. And by entering the fines paid at each renewal, which he likewise did (referring at the same time in every particular to the letter and number in the list of contracts as his voucher) he shewed the value set upon the several leaseholds from time to time, and the gradual advancement of the fines for the same. And hereby also the two parts of Dr. Cartwright's book, viz. the rental and the contracts, were brought more effectually to tally and correspond with each other, than they could have done upon the Dr.'s scheme alone

Mr. Rowell carried on this design himself, so long as he lived, to the year 1704 : adding in the rental the renewed leases of each year past, and marking as there was occasion the advanced rents, and the revived decays, and the divisions and sub-divisions of leases, and inserting likewise from the cartuaries and old Register Books many passages that might give light to disputable articles in the rental. By which means he not only filled and crowded many of the vacancies left by Dr. Cartwright so that they could contain no more writing, but he filled several blank pages in other parts of the book.

To him therefore the usefulness of that book is principally owing. For though he built upon another's foundation, yet his labour was greater, and his work more useful.

Mr. [Postumus] Smith who succeeded him got possession of this book and here and there inserted some of the renewals of leases left after Mr. Rowell's death. But in most places little room was left for such insertions, so that he gave over the attempt of continuing in Mr. Rowell's work in that book and fell into another method of carrying on the same design, viz. he transcribed the rental anew out of the Receiver's Book with his own hand, and set over against the rents the dates of the leases then in being, with the letters and numbers appropriate to them according to Mr. Rowell's manner. This he finished in the year 1714 [Renewals Book 1A, DCD/F/CA/1A]. For the leases of 1713 are taken into the rental; whereas those of 1714 were added by himself afterwards. And thus he carried on the same design in another way of his own till the year 1722, or thereabouts, when Dr. Mangey [canon of the 5<sup>th</sup> stall 1721-2 and of the 1<sup>st</sup> stall 1723-55] procured a transcript to be made of Dr. Cartwright's book (that is the first part of it containing the Dr.'s rental with Mr. Rowell's supplement and additions) into this larger volume : in such manner that room might be left for adding to it whatever might tend to make the work more complete. And what has been done hereto since that time remains now to be shown :-

The additions made to this book since 1722, 1<sup>st</sup> of passages out of the Cartuaries by Dr. Mangey, secondly of various memorandums relating to the value of leaseholds, by him, and Mr. Secker [canon of the 3<sup>rd</sup> stall 1727-50] and Dr. Benson [canon of the 2<sup>nd</sup> stall 1724-52 and a great friend of Secker] and others, and thirdly of renewals by Dr. Finney [canon of the 3<sup>rd</sup> stall 1694-1727] and Braems Wheler (whilst Clerk in the office) will appear under their own hands.

The regular entry of the renewals of leases was the point most neglected, nobody having undertaken to perfect what Mr. Rowell had begun and brought in pretty exactly to 1704. But what was added was done occasionally, which made too much room for mistakes. For which reason what Dr. Fynney did was commonly imperfect, and rather upon conjecture than any certain rule, which occasioned his placing of renewals oftentimes in wrong places. He likewise did not use to make any particular reference to the lists of the contracts by the corresponding letters and numbers, but referred in general to the page in the Treasurer's Books (by which he always means Dr. Cartwright's above mentioned) where the contract might be found. Others would sometimes enter the renewals at the time of contracting, and thereby give them dates that did not answer the dates of the Habends in the leases, nor tally with the lists of contracts. Braems Wheler had done the most in this point of entering the renewals, and with the most exactness being assisted therein by Mr. Smith's MS rental abovementioned. But still he had not gone regularly through, so that the work in this part at least was very imperfect.

In the year 1734, when the Receiver's Book was examined throughout by the counterparts of the leases and by the Register Books, and reformed in all places where it was needful, and attempt was made to adjust it to this book in such manner (by some easy method of reference from one to the other) that every article in either book might be compared and examined with its correspondent in the other. But after much pains taken in this attempt it proved quite impracticable till this book were regularly filled up in Mr. Rowell's method. Which however easy it might seem at first sight proved upon trial as much more difficult work than can well be imagined.

Thirty years were elapsed since Mr. Rowell's death, and in that time many leases had been split into two. And many new one (called improvements) were let, none of which had any places assigned them in this book. And the names of the leasees were generally so changed in those leases which had a place allotted them, that without examining the counterparts or

Register Books there was no being secure from the danger of misplacing the renewals under some wrong article.

And what is more material, no method had as yet been taken to know whether Mr. Rowell might not have overlooked and omitted several leases which yet were necessary to be inserted to make the succession of renewals regular and entire; and also whether there might not possibly be some leases expired and some yet subsisting which had as yet no place even in the Receiver's Books, much less in this.

In order therefore to answer both these enquiries, and also to proceed upon a sure rule in filling up all the vacancies where the renewals should have been set down from time to time, a scheme was formed of going regularly through the whole number of contracts, or leases let since the Restoration, and examining to what particular places in this book they belonged, and inserting all such as had been either omitted by Mr. Rowell or those that came after him, and then to finding places for all such remaining leases as should not by this means be provided with proper places. This seemed the only effectual way of discovering whether any leases had been secreted, or were expired and not renewed again, or subsisting and yet not brought to account by the Receiver. Such discovery was not possibly to be made otherwise than by the contracts. For both the Register Books and counterparts are so defective as not show above two thirds of the whole number of leases that have been let by the Chapter since the Restoration.

In prosecution of this design (likely to be tedious in any method of execution), a transcript was made of the contracts in a new manner:- that is to say, the whole number of the contracts from the year 1660 to 1734 (which are the whole number registered in the old Treasurer's Book [viz. Renewals Book 1, DCD/F/CA/1] so often abovementioned) were digested alphabetically, not according to the names of the lessees, but according to the names of the places where the several tenements lay : so that one might see at one view all the renewals relating to one township in each year; and then by laying these together one might with the same ease at one view see all the renewals relating to that township since the Restoration, and from thence pick out the renewals of the several tenements therein distinctly. This tedious transcript of contracts in the alphabetical order abovementioned was made with much pains and great accuracy by Mr. Proud in the year 1735, and is a very useful disposition of them on other accounts; but it was necessary for the work to which it was designed to be subservient. [It apparently no longer survives.]

The contracts being thus digested, amounting in 74 years time, viz. from November 1660 to Michaelmas 1734 to the number of 6500 and upwards, were at a great expense of time and labour applied partly to the examination, partly to the correction and amendment of such as were already entered into this book; but chiefly to the completing of the work, by adding such as had never been entered before in their proper places. So that by this means there is not a lease let by the Chapter since the Restoration, but an entry is made of it in some part or other of this book, with the proper references where it is to be found in the Register Books (if entered there) by the date of the Habend; and in the contract lists in the old Treasurer's Book, by the correspondent letters and number; and in Audit Book by the fine; and in the Receiver's Book, where the rent of it is paid, by the place which is assigned to it here. By this means also some leases were discovered, that were secreted and had never paid rent, and were never before brought to account in the Receiver's Book; some of which were expired, and others yet subsisting. By this means also it appeared what lands the Chapter had which never had been leased, as in all those articles of this book which have not the freehold mark, nor the

College mark (viz. Dean and Prebendaries' rents) made by the red letters, and have no contract allotted them out of the whole number.

But whereas for want of room in the pages, several parts of the book are crowded (especially where leases are split), and the contracts lie so confusedly by means of interlineations, and sometimes erasements, that the series of them cannot easily be discovered; therefore, till such time as a new and better transcript is made, it will be proper to explain some things for the better understanding and using this book.

1. Whatever is wrote in engrossing hand, is the copy of the old Treasurer's Book, by Mr. Mann the Clerk who transcribed it in 1722; and contains Dr. Cartwright's and Mr. Rowell's and Mr. Smith's share in the work (though what the last was very inconsiderable) but not all; for some parts Mr. Mann could not read, and so could not transcribe, but left blanks for them (see page 113,114,183,237 etc.). These were lately filled up by the help of the method taken with the contracts, without which they could not well have been restored.
2. Among the renewals of leases lately inserted, some will be found with a double reference to the contract list : especially among the most early renewals before 1675. The meaning of which is, that the same contract was sometimes twice set down, and in different years in those lists that were transcribed into the Treasurer's Book by Dr. Cartwright.
3. In many places there was not room left to insert the omitted contracts in their proper places so as to preserve the order and series of them one under another. In which case they were entered in the nearest vacancy; or in the opposite page over against the place or article to which they belong.
4. Where one lease hath been split into two or three or more there is commonly much difficulty in making out the divisions distinctly. Now the rule followed in filling up this book was this, that where they were tolerably distinct so as to be made out without much pains, they remained in their places, under their proper heads. But where they seemed in confusion, they were transcribed more clearly and regularly in the opposite page without erasing what stands under the proper heads. So that several of them are by this means doubled or repeated.
5. Not only the contracts omitted by Mr. Rowell etc. but the names and dates of those which they entered without name or date are supplied; and the particular share or proportion of every divided tenement is specified according to the contract. But then it is to be noted that the contracts are not to be depended upon in this specification, for very often they do not agree with the demises in the leases. A remarkable instance of which there is in page 205, Hartley's Tenement at Burdon; where the contracts are not for the same parcel twice together till the year 1725, and yet the leases are all the same in the demise.
6. The new improvements since 1674 are generally placed in the opposite page: and towards the end of the township. Those of Heworth Common take up 6 pages, and are placed in a more distinct manner than the rest could be.
7. Where reference is expressly made to the page and article in the Receiver's Book, it is because there is no other authority for that rent than the Receiver's Book, from which

it was first taken by Dr. Cartwright. And this holds only in such tenements as were never leased since the Restoration. But in the freeholds, College Rents and pensions and reference is not made, because they are easily distinguished by the red letters denoting them.

8. Out of the whole number of contracts amounting to 6500 there are 33 which are not to be found in their proper places because their proper places could not be discovered, with any certainty, further than the township or district to which they belonged. They are therefore put down at the end of every township or district, that if any person hereafter shall be so lucky as to find out the true place or article in that township to which they belong they may be entered accordingly.