



The following document is part of a Dulwich Society project to digitise, transcribe and translate the Dulwich Manorial Court Rolls. They begin in 1333 and continue, with some breaks, to 1903.

For more details of the original court rolls and other documents please go to <https://www.dulwichsociety.com/courtrolls/>

Text in **red**, apart from modern notes by the transcriber, indicates text missing from, or entirely illegible in, the original Roll.

Text in various shades of **grey** indicates text which, in the original Roll, is to a greater or lesser extent difficult to decipher.

Text in **green** indicates letters missed out of the original text, usually in commonly found abbreviations.

Otherwise, all contemporaneous text is in **black**, except for presumed later additions which are indicated in **brown** or **blue**.

Roll V11 [This Roll was previously named h23.]

Roll V11 [previously h23] (front, not back)

h 23 v

Part 1 16 July 1866 [N.B. This Court session was belatedly recorded some eleven years after it should have been.]

Manor of Dulwich
in the
County of Surrey

Be it remembered that on the sixteenth day of
July One thousand eight hundred and sixty six a certain
Award of Enfranchisement dated the eleventh day of July One

Thomas Watson
Parkers Enfranchisement

thousand eight hundred and sixty six under the hands and official Seal of the Copyhold
Commissioners affecting the tenement of Thomas Watson Parker is brought to the cc
Steward and required to be enrolled pursuant to the Statute in that case made and
provided and the same is in the words and figures following (that is to say) . “To all
“to whom these Presents shall come The Copyhold Commissioners send Greeting -
“Whereas the lands described in the Schedule hereto are held by Copy of Court Roll of
“the Manor of Dulwich in the County of Surrey and Thomas Watson Parker of Lewisham
“in the County of Kent Gentleman is the Tenant upon the Court Roll of the said lands
“And whereas the Enfranchisement of the said lands has been duly required according
“to the provisions of “The Copyhold Acts” And whereas the Governors of Alleyns College of
“Gods Gift at Dulwich who are the Lords of the said Manor have consented in writing to the
“Enfranchisement extending to the rights reserved by “The Copyhold Act 1852”, Section 48,
“And whereas the amount to be paid for such Enfranchisement has been ascertained under
“the provisions of “The Copyhold Acts” to be the sum of One thousand one hundred and

“ninety two pounds nineteen shillings and four pence and the said sum of One
“thousand one hundred and ninety two pounds nineteen shillings and four pence has
“been duly paid under the direction of the said Copyhold Commissioners and the cc
“receipt for the same has been produced to the said Copyhold Commissioners And
“whereas all other acts and matters required by the said Acts previously to the
“confirmation of this Award of Enfranchisement have been duly done and performed
“Now the Copyhold Commissioners in pursuance of the powers vested in them by “The
“Copyhold Acts” Do by this Award of Enfranchisement enfranchise All the said Copyhold
“lands described in the Schedule hereto with their appurtenances and Do also by virtue
“of the consent aforesaid enfranchise the said lands from all the rights reserved by
“The Copyhold Acts” 1852 Section 48, To be holden as freehold henceforth and for ever
“discharged from all fines heriots reliefs quit rents and all other incidents whatsoever
“of Copyhold or Customary tenure In witness and confirmation whereof the said
“Copyhold Commissioners have hereunto set their hands and Official Seal this 11th day
“of July One thousand eight hundred and sixty six ”

“The Schedule hereinbefore referred to

“All that brick and timber messuage with the coachhouse stable washhouse and other
“outhouses garden and orchard thereto belonging and containing by estimation one acre
“little more or less situate and being on the north side of Dulwich Common with the cc
“appurtenances formerly in the occupation of Allison Marshall (Widow) and afterward of
“Allison Allen Castondieck (then Allison Allen Marshall) and now or late of Joseph
“Harris or of John Julius Campausen his undertenant And also all that meadow cc
“containing two acres little more or less also situate and being on the north side of cc

“Dulwich Common adjoining and formerly occupied with the said messuage garden
“and premises before described but now or lately in the occupation of the said Joseph
“Harris And also all that piece or parcel of land formerly waste containing twenty
“seven perches bounded on the north east by and now thrown into and now or lately
“occupied by the said Joseph Harris with the meadow hereinbefore described And also
“all that other piece or parcel of land formerly waste containing two roods and two perches
“situate on Dulwich Common aforesaid bounded on the west by land formerly of Ann
“Wright but now of Thomas Wright Esquire and on the north east by lands of the
“Governors of Alleyn’s College at Dulwich aforesaid and on the south east by the High
“Road leading from Dulwich towards Hall Lane and Lower Norwood together with
“the several messuages and buildings sometime since erected on the said last mentioned
“piece or parcel of land (that is to say) All that brick built messuage known as the
“Alleyn’s Head Public house with its stables coachhouses and other outbuildings thereto
“belonging And also four brick built Cottages in the rear thereof And also twelve brick built
“Cottages built in pairs and fronting to the said High Road from Dulwich to Lower Norwood
“And also a brick built house attached to and adjoining the said last mentioned Cottages on
“the Southern side thereof and fronting upon the said High Road with front shop and out
“buildings thereto belonging and now or lately in the occupation of [blank] White Grocer
“together with the appurtenances to the said several messuages or tenements lands and premises
“belonging To all which premises the said Thomas Watson Parker was duly admitted Tenant
“on the 10th day of August 1865 pursuant to an Order of the High Court of Chancery
“made by His Honor the Master of the Rolls dated the 6th day of May 1865

*P
W
M*

“ G. Ridley

(Seal of the
Copyhold
Commissioners)

James Caird ”

Alex as Steward

Steward of the said Manor

N.B. The following two court sessions, which take up the remainder of this Roll, are dated later than those on Roll V12 [previously h22].

Part 2 5 November 1877

The Manor of Dulwich
in the
County of Surrey

Be it remembered that on the fifth day of November
One thousand eight hundred and seventy seven appeared before the
Steward of this Manor Arthur Jackson Gentleman one of the Executors

Death of Thomas
Wright

and Trustees in the last Will of Thomas Wright late of Chalfont Saint Peter in the County of
Bucks Esquire one of the Copyhold Tenants of this Manor and reported that the said Thomas
Wright died on the twenty fifth day of April One thousand eight hundred and seventy seven
whereupon fell to the Lords two heriots in lieu of which the said Arthur Jackson paid as in the
margin

In lieu of two heriots
£55

Alex as Steward

Steward of the said Manor

Part 3 6 November 1877

Manor of Dulwich
in the
County of Surrey

Be it remembered that on this sixth day of November One
thousand eight hundred and seventy seven a Deed dated the twenty ninth day
of September One thousand eight hundred and seventy seven being a Bargain

Bargain and Sale by G. M. Bullock and A Jackson Executors and Trustees of Thomas Wright deceased to W. T. Douglass as Trustee of James Nicholas Douglass } and Sale of certain premises Copyhold of this Manor and lately held by Thomas Wright Esquire deceased to one William Tregarthen Douglass as Trustee for James Nicholas Douglass is brought to the Steward and required to be enrolled pursuant to the Statute in that case made and provided and the same Deed bears a Stamp of Six pounds five shillings and is in the words and figures

End of V11 [previously h23] (front, not back). V11 [previously h23] (back, not front) follows below.]

Roll V11 [previously h23] (back, not front)

Part 3

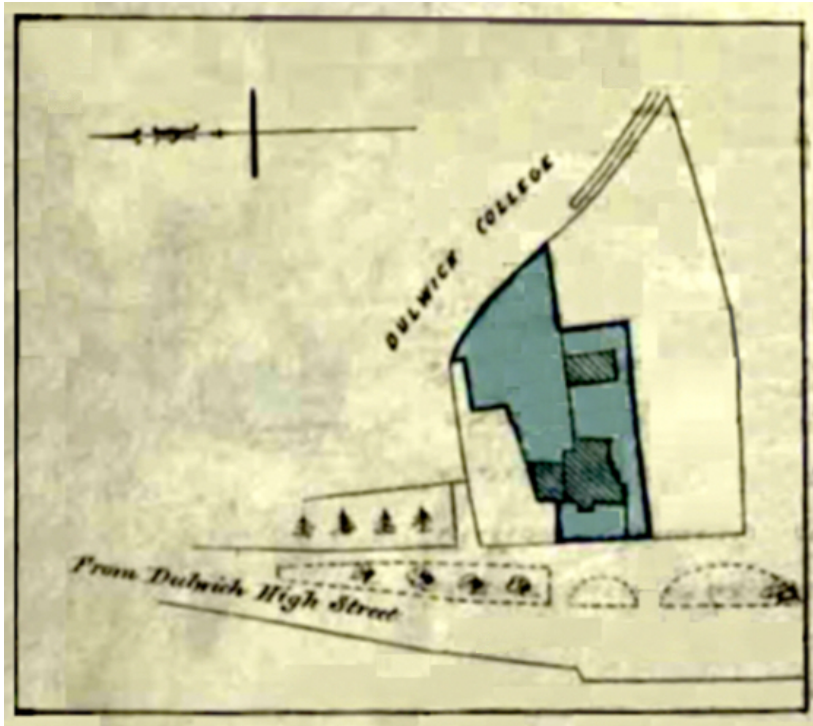
6 November 1877 (continued)

h 23

following that is to say, “This Indenture made the twenty ninth day of September One thousand eight hundred and seventy seven Between The Reverend George Martin Bullock of Chalfont S^t Peters in the County of Buckingham Clerk and Arthur Jackson of Billiter Square in the City of London Esquire of the first part James Nicholas Douglass of Trinity House Tower Hill in the City of London Esquire of the second part and William Tregarthen Douglass of Trinity House aforesaid Esquire of the third part “Whereas Thomas Wright (formerly Thomas Trice) late of Chalfont S^t Peters aforesaid being seized of and entitled to (inter alia) the copyhold or customary hereditaments hereinafter expressed to be hereby bargained and sold for an estate of inheritance to him and his heirs according to the custom of the Manor of Dulwich in the County of Surrey aforesaid duly made and executed his last Will and Testament dated the fourteenth day of December One thousand eight hundred and seventy six and after appointing the said George Martin Bullock and Arthur Jackson Executors and Trustees of his Will and after devising to his said trustees All his real estate upon trust for sale at such times and in

“such manner in every respect as they should in their own uncontrolled discretion judge expedient cc
“directed his said trustees in like manner to sell All his copyhold estate to which he should be **beneficially**
“entitled at his death and out of the monies to arise from such conversion and sales to pay his **debts**
“funeral and testamentary expenses and legacies and then to hold the same moneys upon the **trusts**
“thereinafter declared And whereas the said Thomas Wright made a Codicil to his said Will **dated the**
“twentieth day of March One thousand eight hundred and seventy seven which in no way affected the
“said Will as hereinbefore recited And whereas the said Thomas Wright died on the twenty fifth day
“of April One thousand eight hundred and seventy seven without having revoked or altered his said Will
“except so far as the same was revoked or altered by his said Codicil and without having revoked or
“altered his said Codicil and the said Will and Codicil were proved in the Principal Registry of the
“Probate Division of Her Majesty’s High Court of Justice on the ninth day of May One thousand eight
“hundred and seventy seven by the said George Martin Bullock and Arthur Jackson And whereas the said
“George Martin Bullock and Arthur Jackson in pursuance of the direction in the said Will contained
“have agreed for the said of the said hereditaments to the said James Nicholas Douglass at the price of
“One thousand two hundred and fifty pounds and the said James Nicholas Douglass has requested
“them to assure the said premises unto the said William Tregarthen Douglass in manner hereinafter
“appearing Now this Indenture witnesseth that in pursuance of the said agreement and in consideration
“of the sum of One thousand two hundred and fifty pounds to the said George Martin Bullock and
“Arthur Jackson paid by the said James Nicholas Douglass (the receipt whereof the said George cc
“Martin Bullock and Arthur Jackson do hereby acknowledge) They the said George Martin Bullock
“and Arthur Jackson by virtue and in exercise of the said power for this purpose given to them as such
“Trustees as aforesaid by the said Will of the said Thomas Wright deceased and of every or any other

“power enabling them in this behalf Do and each of them Doth at the request and by the direction of
“the said James Nicholas Douglass testified by his execution hereof according to their respective estates
“rights and interests in the premises but not further or otherwise hereby bargain and sell unto the



“said William Tregarthen Douglass his heirs and assigns All that copyhold or
“customary piece or parcel of land messuage or tenement coach house stabling
“garden and premises situate on the East side of College Road Dulwich in the
“County of Surrey aforesaid and known as “Stella House” as the same premises
“are now in the occupation of the said James Nicholas Douglass and are described
“in the Plan drawn in the margin of these Presents and thereon colored blue
“being part of the customary or copyhold hereditaments held of the Manor of
“Dulwich aforesaid to which the said Thomas Wright was admitted Tenant at a
“Special Court Baron held for the said Manor on the twenty eighth day of January
“One thousand eight hundred and twenty by the description of “All that new
“erected brick messuage or tenement coachhouse stable and garden thereunto
“belonging now in the occupation of Mary Newberry And also all that other
“brick and timber messuage or tenement piece or parcel of land and gardens

“thereunto belonging And all and singular the buildings thereon erected and built now in the occupation
“of Matthew Robinson Esquire And also all that cottage and garden thereunto belonging now in the
“occupation of Thomas Barry[sic] All which last mentioned premises contain one acre and fourteen perches
“more or less and are also situate lying and being at Dulwich aforesaid And also all that other new
“erected brick messuage or tenement together with the Coachhouse stable and garden with the appurtenances
“now in the occupation of William Smith and which garden is enclosed with a paling and adjoins to

“the said other new erected messuage now in the occupation of Widow Newberry To all which cc
“premises the said Ann Willes formerly Ann Wright was admitted at a General Court Baron held for
“this Manor on the twenty seventh day of April One thousand seven hundred and eighty one”
“Together with all buildings fixtures commons fences ways lights watercourses sewers rights privileges
“easements advantages and appurtenances whatsoever to the said hereditaments or any of them x
“appertaining or with the same or any of them now or heretofore enjoyed or reputed as part or member
“thereof or appurtenant thereto And all the estate right title interest claim and demand whatsoever of the
“said George Martin Bullock and Arthur Jackson as such Trustees as aforesaid in to and upon the
“said premises and every part thereof To have and to hold all the said premises hereinbefore expressed
“to be hereby bargained and sold unto the said William Tregarthen Douglass his heirs and assigns
“To the use of the said William Tregarthen Douglass his heirs and assigns at the Will of the Lord
“according to the custom of the said Manor and by and under (with the other hereditaments
“affected thereby) the yearly rent of Two shillings and six pence and the suits services fines and x
“heriots therefore due and of right accustomed In trust nevertheless for the said James Nicholas
“Douglass his heirs and assigns And each of them the said George Martin Bullock and Arthur
“Jackson so far as relates to his own acts deeds and omissions alone and not the one for the other of
“them doth hereby for himself his heirs executors and administrators covenant with the said x
“William Tregarthen Douglass his heirs executors and assigns that they the said covenanting parties respectively
“have not done or knowingly omitted or suffered or been party or privy to anything whereby
“the premises expressed to be hereby bargained and sold or any part thereof are is or may be
“incumbered And further (but so as to bind themselves the said covenanting parties respectively and
“their respective heirs executors and administrators only while having the actual custody of the

[This arrangement makes no sense. J. (later Sir James) N. Douglass was the father of W. T. Douglass who, being a minor in 1877, was legally unqualified to be a trustee. It is more likely that J. N. Douglass was meant to be a bare trustee for his son W. T. Douglass, and that the writer of the Bargain and Sale here confused the one with the other, and carried on doing so.]

“Deeds and Writings hereinafter mentioned and so as to bind so far as practicable such deeds and
“Writings into whosoever hands the same may come but not so as to bind themselves their heirs
“executors or administrators or to incur any liability further or otherwise) that they the said
“George Martin Bullock and Arthur Jackson their heirs and assigns shall and will unless
“prevented by fire or other inevitable accident from time to time and at all times hereafter upon
“every reasonable request and at the cost of the said William Tregarthen Douglass his heirs or
“assigns produce or cause to be produced unto him or them or his or their Solicitors or Agents

[End of Roll V11 [previously h23]. Continued on Roll V13 [previously h24].]