

**A HISTORY OF THREE 18TH CENTURY TERRACED  
COTTAGES LOCATED IN THE OLD PART OF  
GRIFFYDAM WHICH HAVE BEEN CONVERTED  
OVER TIME INTO WHAT IS NOW -**

**No. 27, TOP ROAD, GRIFFYDAM**

**INCLUDES SUPPLEMENTARY INFORMATION ON  
THE 1806 ENCLOSURE ACT  
AND  
THE HISTORY OF THE BULSTRODES'**



**27 TOP ROAD, GRIFFYDAM**

**DRAFT - ONGOING PROJECT**

**BY SAMUEL T STEWART - UPDATED DECEMBER 2022**

## INTRODUCTION

The current owner of 27, Top Road, Griffydam, Ian Lankaster, offered the Griffydam History Group a set of old deeds for his house. These proved to be extremely interesting and helped to confirm that the area enclosed by the Tentas, and the Top Road, down to the Wesleyan Methodist Chapel was one of, if not the oldest part of Griffydam.

The deeds proved that three terraced cottages, abutting the Tentas, which were allotted to John Mynors Bulstrode as part of the enclosure of Griffydam in 1806, dated back to the early 18th century. These properties over time have been converted into the property shown on the front cover. Next to these were three further terraced cottages of a similar age, which have again been converted into what is now 31, Top Road, Griffydam.

Another property, originally known as Garner's cottage was built adjacent to the Griffydam Wesleyan Methodist Chapel but was demolished many years ago. This was built prior to the Chapel, itself an 18th century building which William Garner along with Ralph Pope was responsible for building.

## COMPLEMENTARY READING ON THE AUTHOR'S WEBSITE

[samuelstewart940.wixsite.com/mysite](http://samuelstewart940.wixsite.com/mysite)

Please see the following under *Publications - Griffydam & Pegg's Green*:

- William Garner's Cottage
- William Dexter & His Wife Mary of Griffith Dam

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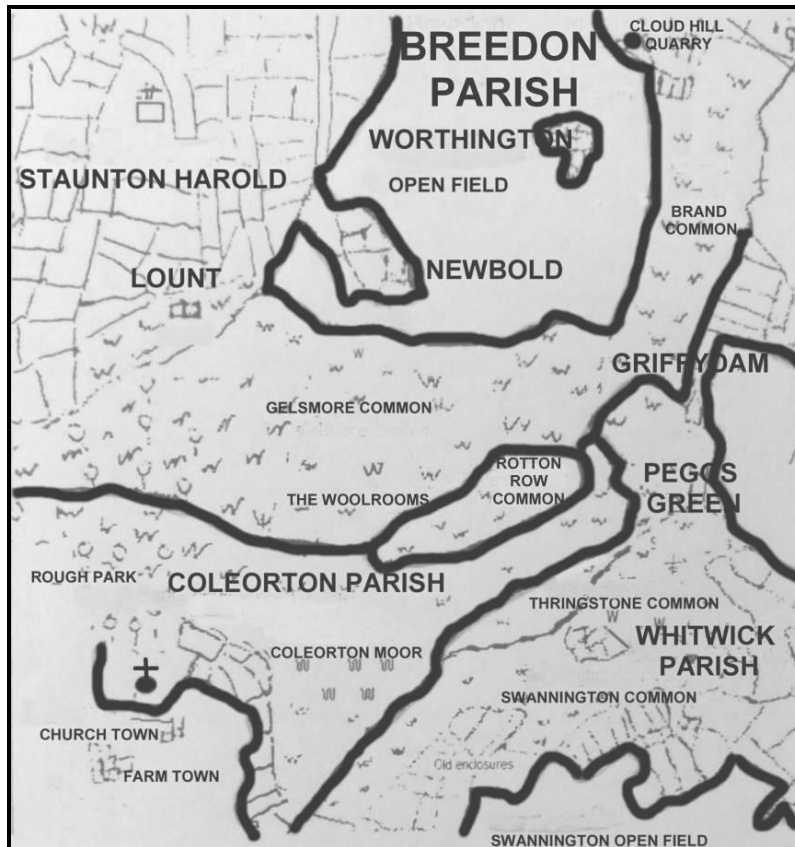
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## THE ENCLOSURE OF LAND IN ENGLAND AND WALES

When reading the following, one must remember that centuries ago Griffydam was surrounded by large areas of open moor land such as; Gelsmoor Common, Brand Common, and Thringstone Common etc. These commons would have been mainly open land, unsuitable for cultivation, but ideal for rough grazing. Sheep were allowed to roam free over these moors, and in doing so they would have maintained the scrub vegetation.



**The map is intended to provide a picture of the open moorland in the locality of Griffydam based on an old map probably from about 1760**

A series of Acts of Parliament dating from 1604 were passed which empowered Enclosure of open field and common and waste land in England and Wales.

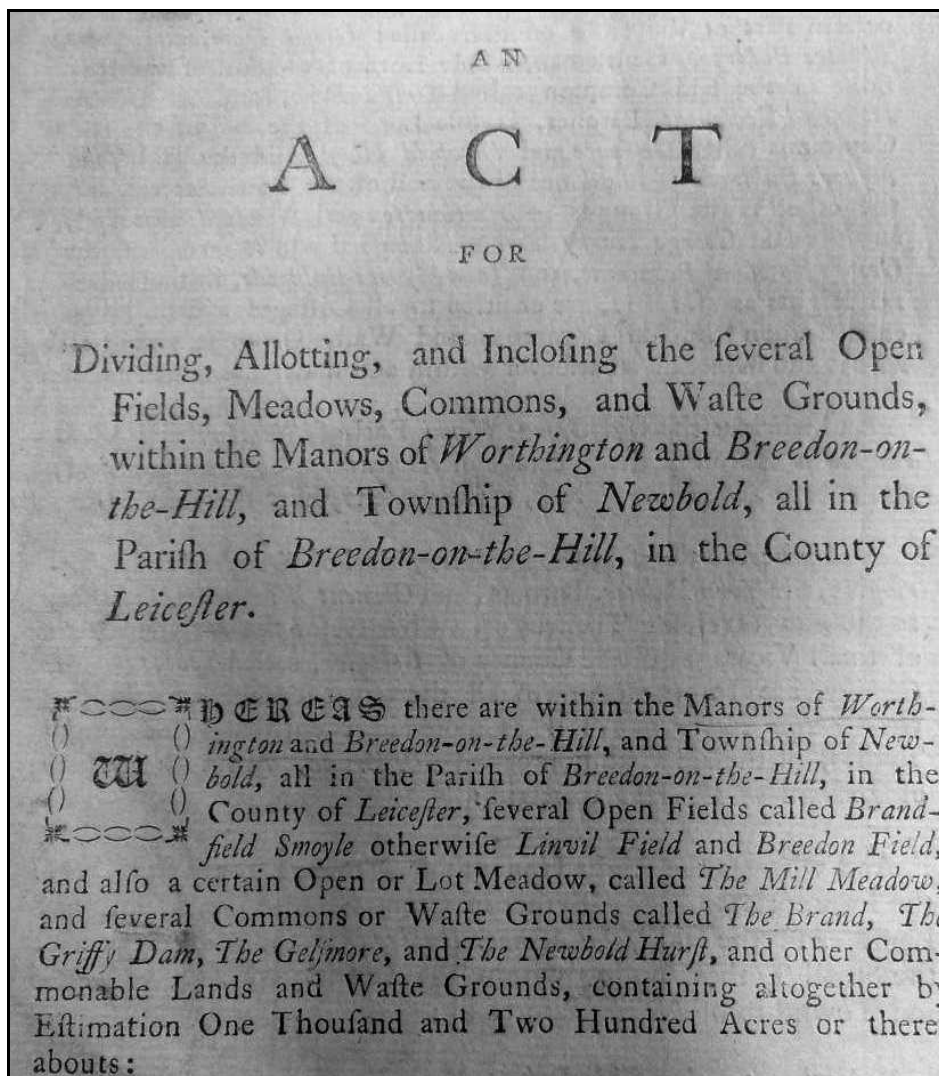
We are dealing here with a specific Act of Parliament passed in 1802 which included the dividing, allotting and Enclosure of land. This involved the dividing and allotting of land within the manors of Breedon on the Hill and Worthington and the Township of Newbold which were all part of the parish of Breedon on the Hill. At this time Gelsmoor and Griffydam were hamlets within the Township of Newbold. Enclosure enactment for Worthington including Newbold, Gelsmoor and Griffydam was not apparently completed until 1806.

At the time of the inclosure, both George Harry, Earl of Stamford & Warrington and John Mynors Bulstrode, Gent were given as sole **Lords of the soil** of that common called Griffy Dam. Although we have no way of knowing the extent of the Griffydam common and waste land, it was probably relatively small. In 1863, the whole of the area of Griffydam was adjudged to be c.200 acres.

The original schedule for the enclosure is quite complex and in parts, can be confusing, although it is very detailed in the information provided, which is quite unusual for this type of Enclosure Enactment Schedule. There follows a list of allotted parcels of land and land intakes including the owners for **Griffydam only** which is supported by an extract from the map drawn for the commissioners by the surveyor William Henry Smith. **All the allotments of land are numbered, and can be cross referenced to the map, so we now have a very good picture of the village in 1806, which can certainly be recognised from what exists today.**

## FROM THE 1806 SCHEDULE

The following extracts from the original schedule held at the Leicestershire and Rutland Record Office have been included for interest where Griffydam is specifically mentioned, however, for anyone who wishes to read the complete explanatory text of the Act, the writer recommends referring to "The History and Antiquities' of the County of Leicestershire 1800" by John Nichols, copies of which are held in Coalville Library and Ashby Museum.





And whereas the Right Honourable *Robert Earl Ferrers* is Lord of the Manor of *Worthington* aforesaid, and the said *George Harry Earl of Stamford and Warrington*, Sir *George Howland Beaumont*, Baronet, and *John Mynors Bullstrode*, Gentleman, are Lords of the Soil of the several Commons and Waste Grounds within the said Manor of *Worthington*, as follows: (*videlicet*) the said *George Harry Earl of Stamford and Warrington* is sole Lord of the Soil of a certain Part of the said Common called *Griffy Dam*, and *John Mynors Bullstrode*, Gentleman, is sole Lord of the Soil of the Residue of the said Common called *Griffy Dam*, and Sir *George Howland Beaumont*, Baronet, is sole Lord of the Soil of the said Commons called *Gelsmore and Newbold Hurst*, and the said *John Mynors Bullstrode* is sole Lord of the Soil of the Town Streets, and the other Waste Grounds in *Worthington* and *Newbold* aforesaid, and the said *George Harry Earl of Stamford and Warrington*, Sir *George Howland Beaumont*, and *John Mynors Bullstrode*, in their several Rights as aforesaid, are entitled to all Cottages and Buildings erected upon the said Commons and Waste Grounds, and to all Mines and Minerals whatsoever within and under the same:

it shall be lawful for the said *George Harry Earl of Stamford and Warrington*, Sir *George Howland Beaumont*, and *John Mynors Bullstrode*, their Heirs and Assigns, according to such their several and respective Rights, Estates, and Interests as aforesaid, from Time to Time and at all Times hereafter, to have and enjoy the said Mines and Beds of Coal and Iron, Lime and other Stone, and Minerals, and the Rents, Issues, and Profits thereof, to receive and take to and for their own Use, and to dig, get, and work the same, and to cut, sink, dig, and make Pits, drive Soughs, and erect Engines and other Machines, Buildings, and Kilns, and to plumb, dial, level, and bore, and do all such Work, in and upon such Part or Parts of the said Commons and Waste Grounds, for getting, working, and draining such Mines and Minerals, as they respectively shall think proper; and to have and use convenient and necessary Places upon the Allotments or Parcels of the said Commons and Waste Grounds, for the laying of such Coal and Iron, Lime and other Stone, and Minerals, and of all Soil and Rubbish to be dug and gotten by setting, sinking, making, and digging such Pits, driving such Soughs, erecting such Engines, and doing such other Work as aforesaid; and also free Way and Passage from Time to Time and at all Times hereafter, into, through, and over the said Allotments of the said Commons and Waste Grounds, or any Part thereof, for the said *George Harry Earl of Stamford and Warrington*, Sir *George Howland Beaumont*, and *John Mynors Bullstrode*, their Heirs and Assigns respectively, and their or any of their Lessees, Tenants, Agents, and Workmen, and for all other Persons whomsoever, in the most convenient Di-

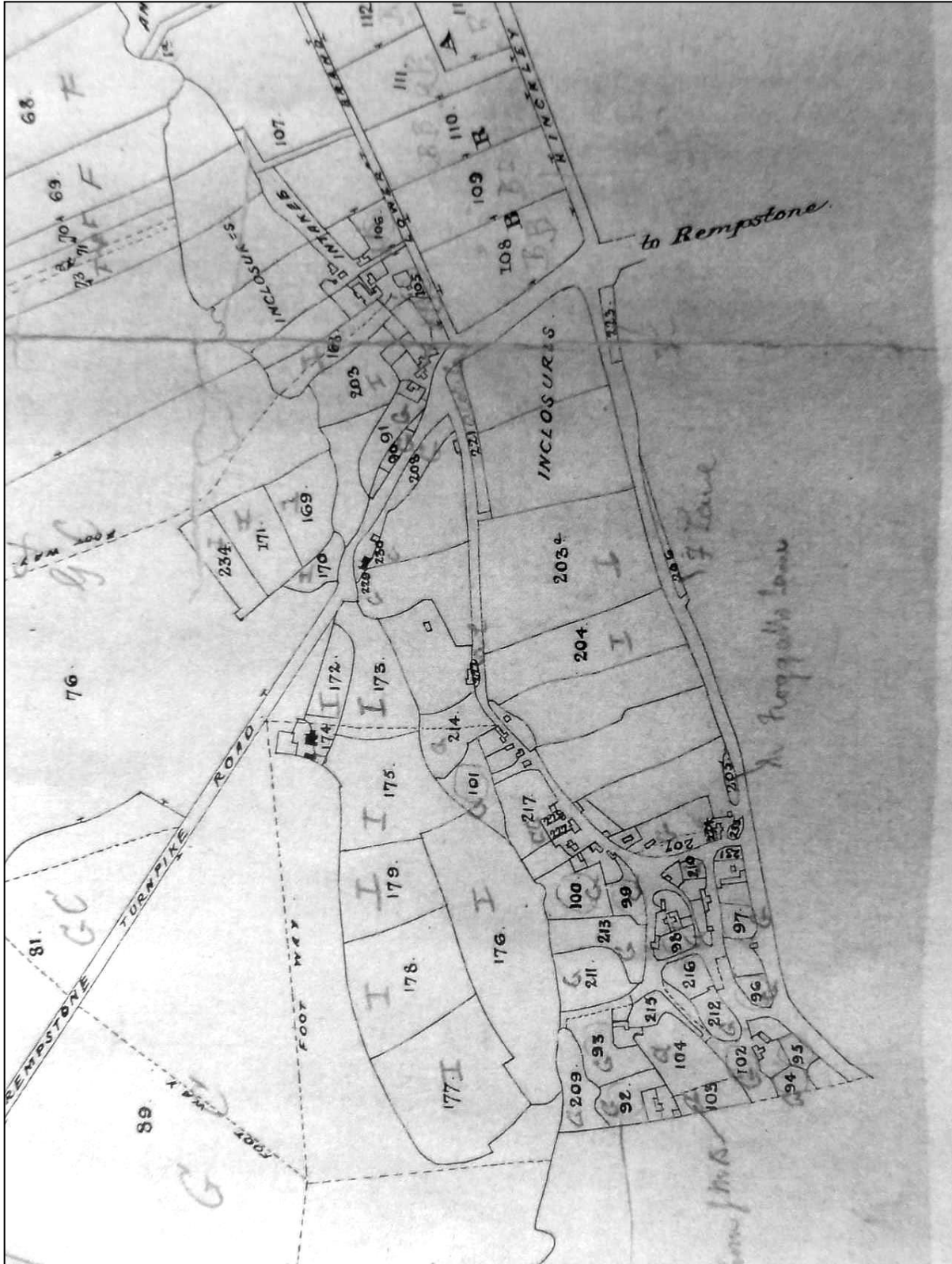
## **ADDITIONAL INFORMATION TRANSCRIBED FROM THE SCHEDULE**

All cottages or tenements standing upon the Brand and part of Griffy Dam are to be allotted to the Earl of Stamford and Warrington, as lord of the manor and soil. And all cottages and other buildings now standing upon the commons and waste grounds called the Griffy Dam, the Gelsmore and the Newbold Hurst, together with the gardens and intakes from such commons and waste ground used and enjoyed therewith, for or in respect of which, within 20 years immediately preceding the passing of this act, any rent or acknowledgement hath been paid to the said Sir George Howland Beaumont and John Mynors Bullstrode, or either of them, shall be deemed to belong to them the said Sir George Howland Beaumont and John Mynors Bullstrode, their heirs and assigns, according to their several and respective rights as lords as aforesaid, and shall be allotted to them according to their said several and respective rights by the said commissioners, upon a valuation to be made of such gardens and intakes, according to the unimproved state, and the quality and value of the common land adjoining thereto etc.

**It is clearly evident from the schedule that the rich became richer with more land allotted and being given rights to the mining of all minerals. The poor became poorer with less land to earn a living from, and no rights to the minerals it held.**

**Continued over page**

NORTH



AN EXTRACT FROM THE 1806 "ENCLOSURE" MAP  
CENTRED ON GRIFFYDAM AND THE BRAND -  
DRAWN FOR THE COMMISSIONERS BY WILLIAM HENRY SMITH, SURVEYOR



## TRANSCRIBED EXTRACTS FROM 1806 ENCLOSURE SCHEDULE RELATING TO GRIFFYDAM - AS WRITTEN IN THE SCHEDULE

### **Tithe allotments for the R.H. Nathaniel Lord Scarsdale.**

- 54 acres 9 perches, No. 89 on Gelsmoor Common including 17 cottages and several gardens and intakes containing together 28 acres 1 rood 29 perches (which cottages, gardens, intakes or such of them as Sir George H Beaumont was entitled to have had allocated to him are awarded by us to Lord Scarsdale with Sir George's consent). Bounded eastwardly by the inclosures 172, 173, 174, 175, 179 and the brook westwardly, by the Rempstone Road Turnpike and northwardly by the inclosures 174, 175, 176 and 177, and southwardly by the Hinckley Turnpike Road. To fence against the brook and west and south.

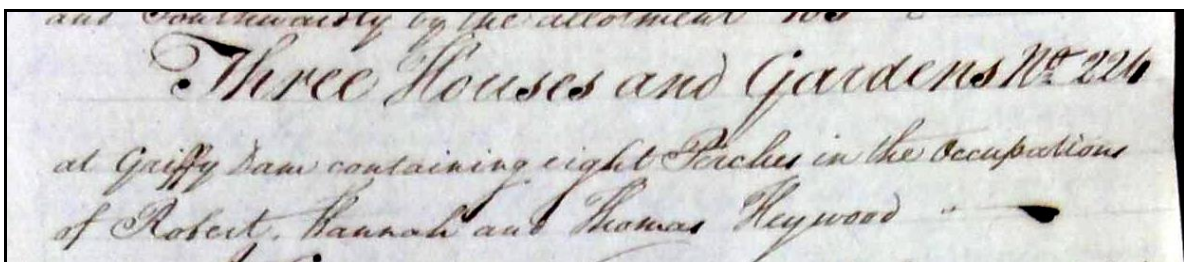
### **In Exchange from Sir George H Beaumont for tithes given to him by Lord Scarsdale. (The schedule appears to be suggesting that Lord Scarsdale has been allotted all the land on the east side of the brook including No.89 and the following inclosures).**

- An inclosure called the Dye House Close No. 173 containing 2 acres 1 rood and 19 perches.
- A farmhouse containing outbuildings, yard, garden, orchard No. 174 containing 2 roods and 22 perches.
- An inclosure called the croft No. 172 containing 2 roods.
- An inclosure called the Dye House Close No. 175 containing 3 acres and 29 perches.
- An inclosure called the meadow No. 176 containing 5 acres 2 roods and 6 perches.
- An inclosure called the far breach No. 177 containing 4 acres 2 roods 33 perches.
- An inclosure called the near breach No. 178 containing 3 acres 1 rood 36 perches.
- An inclosure called the middle breach No. 179 containing 2 acres 1 rood 17 perches.

### **From John Mynors Bulstrode.**

#### **(This appears to be in exchange for land elsewhere, but the schedule does not make clear who then has ownership of the allotments and which are rented or freehold)**

- 1 rood 36 perches No.103 in Griffy Dam bounded outwardly by the allotment 102, westwardly by an intake belonging to Lord Stamford, northwardly by the allotment No. 104, and southwardly by the township of Thringstone (*this will be Pegg's Green at some point*).
- 1 acre 31 perches No. 104 at Griffy dam bounded eastwardly by the allotments 102 and 215, westwardly by allotments 92 and 93 and intakes belonging to Lord Stamford and secondly by the allotment 215 and an intake belonging to Lord Stamford.
- 3 houses and gardens Nos. 224 at Griffy Dam containing 8 perches in the occupation of Robert, Hannah and Thomas Heywood
- 



THE SUBJECT OF THIS PUBLICATION



- A garden No. 225 at Griffy Dam containing 10 perches in the occupancy of George Richards.
- A house and garden No. 226 at Griffy Dam containing 16 perches in the occupancy of John Dorkins.
- A house and garden No. 227 at Griffy Dam containing 8 perches in the occupancy of Benjamin Smallwood.
- Two houses and gardens No. 228 at Griffydam containing 30 perches in the occupancy of William Richards and Richard Winters.
- A house and garden No. 229 at Griffy Dam containing 8 perches in the occupancy of James Eames.
- 3 houses and gardens No.230 at Griffy Dam containing 22 perches in the occupancy of Charles Ward, George Stevenson and William Fowler.
- An intake No. 231 at Griffydam containing 18 perches in the occupancy of William Sharpe.

**To The Lord of the soil ?** - 1 Rood 36 perches No. 92 on Griffydam bounded eastwardly by the allotment 104 and an intake belonging to the said Earl, westwardly by the allotment 209, northwardly by the allotment 93 and westwardly by intake belonging to the said Earl and the Township of Thringstone. (*Presumably Earl of Stamford*).

**To Joseph Sharpe in exchange for the allotment 103 awarded to Lord Scarsdale** - 6 perches No.90 on Griffydam bounded soth east by the Rempstone Road and north west by an inclosure and the allotment 91. To fence north east.

Which last mention allotment containing in the whole 15 acres 2 roods 18 perch are in our judgement equal in value to 1/8<sup>th</sup> part of the whole of the said common and waste ground 81 and have been allotted by us unto the said Earl of Stamford and Warrington, Sir GH Beaumont, John Mynors Bulstrode and Joseph Sharpe in surety in lieu of recompense for their several rights to the soil of the said common and waste ground.

**To John Burton and Samuel Clarke who are the Trustees of Griffydam Meeting House (the chapel)** - An intake No.205 in Froggat's Lane containing 7 perches, an intake called the Meeting House Close No.207 on Griffydam containing 1 rood 7 perches.

**To George Else and John Curzon** – An intake called Coobelts Close No.208 on Griffy Dam containing 1 rood 24 perches.

**To William Fowler** – An intake No.206 on Froggatt's Lane containing 1 rood and 7 perch.

**To John Hackett** – 37 perch No.221 in Elder Lane bounded eastwardly by inclosures belonging to Lord Stamford, westwardly by Elder Lane, northwardly by the Rempstone Turnpike Road and Southwardly by a road to Lord Stamford's old inclosure. To fence West, North and East.

**To John Haywood –**

- An intake called Silvester House Close No.212 on Griffy Dam containing 2 roods 2 perch
- An intake called Swan's Meadow No.213 on Griffy Dam containing 1 acre 36 perch
- An intake called Dye House Close No.214 on Griffy Dam containing 1 acre 20 perch
- An intake called Crabtree Close No.211 on Griffy Dam containing 1 acre
- 3 acres 1 rood 20 perch No.110 on Breedon Brand (**not in Griffydam at that time**)

**To Thomas Hodges –**

- An intake called Silvester's Close No.209 on Griffy Dam containing 2 roods 33 perch

- An intake No.210 on Griffy Dam containing 12 perch.

**To Joseph Malsey and John Curzon -**

- An intake called Dexter Close No.215 on Griffydam containing 1 rood 15 perch
- An intake called Roger's Close No.216 on Griffy Dam containing 2 roods 2 perch
- An intake called Aaron's Close No.217 on Griffydam containing 3 roods 22 perch

**To Joseph Sharpe –**

- An intake No.91 on Griffydam containing 2 roods 19 perch
- An intake No.223 on Froggat's Lane containing 16 perch

**To Humphrey Smith –**

- An intake No.222 on Elder Lane containing 6 perch

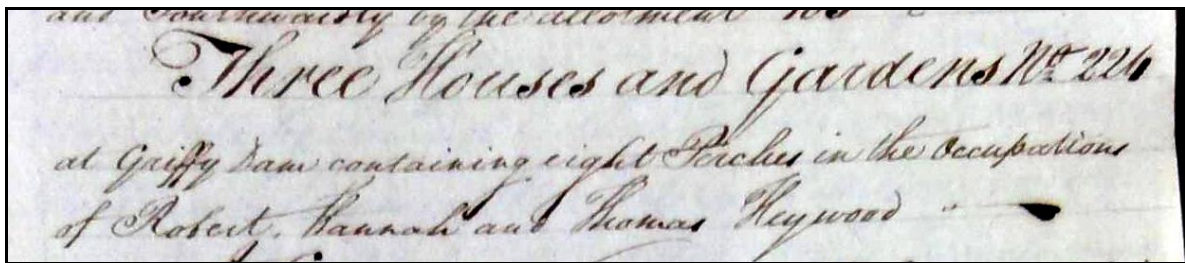
**To The R. H. George Harry Earl of Stamford & Warrington**

- 1 acre 5 perch No.93 on Griffydam, bounded eastwardly by a cottage and intake belonging to Lord Stamford and the allotment 104, westwardly by the allotment 209 and the brook, northwardly by the allotment 211 and southwardly by the allotment 92.
- 27 perch No.94 on Griffydam bounded eastwardly by the allotment 94 and part of an intake belonging to Lord Stamford, westwardly by the allotment 102, northwardly by an intake belonging to Lord Stamford and southwardly by the Township of Thringstone.
- 28 perches No.95 on Griffy Dam bounded eastwardly by the Hinckley Turnpike Road, westwardly by an intake belonging to Lord Stamford and the allotment 94, northwardly by an intake belonging to Lord Stamford.
- 32 perches No.96 on Griffy Dam bounded eastwardly and southward by the Hinckley Turnpike Road, westwardly by the allotment 102 and northwardly by an intake belonging to Lord Stamford.
- 1 rood 3 perch No.97 on Griffy Dam bounded eastwardly by the Hinckley Turnpike Road and westwardly by the lane at Griffy Hill and northwardly and southwardly by intake belonging to Lord Stamford.
- 1 rood 11 perch No.98 on Griffy Dam bounded eastwardly, westwardly and southwardly by lanes at Griffy Hill and northwardly by intake belonging to Lord Stamford
- 1 rood 29 perch No.99 on Griffy Dam bounded eastwardly by a lane at Griffy Hill, westwardly by the allotments 213 and 100, northwardly by an intake belonging to Lord Stamford and southwardly by the allotment 213.
- 3 roods 36 perch No.100 on Griffy Dam and bounded eastwardly by intake belonging to Lord Stamford and the allotment 99, westwardly by the brook, northwardly by an intake belonging to Lord Stamford, and southwardly by the allotment 213.
- 3 roods 5 perch No.101 on Griffy Dam bounded eastwardly by intake allotted to Lord Scarsdale and intakes belonging to Lord Stamford and the allotment 217, westwardly by the brook and the allotment 214 and southwardly by the brook.
- 2 roods 29 perch No.102 on Griffy Dam bounded eastward by the allotments 94 and 96 and intakes belonging to Lord Stamford. Westward by a lane and Griffy Hill and an intake allotted to Lord Scarsdale, the allotments 215 and 212 and a lane leading

to the allotments 212, southwardly by the allotment 212 and the lane and southward by the Township of Thringstone.

## SUPPLEMENTARY INFORMATION

There can be no doubt that the local Bulstrode families were wealthy, and significant land and property owners in the area during the eighteenth and nineteenth centuries, but due to the paucity of research information available it is not possible to provide a genealogical appraisal of who owned what and when. There are numerous references to John Mynors Bulstrode in the 1806 enclosure awards. This related to the particular John Mynors Bulstrode who was the Major in the Militia who died in 1827. It should be noted that the Bulstrodes were never described as Lords of the Manor of Worthington and were either referred to as Gentleman (as below) or Esq. The Ferrers' were the Lords of the Manor of Worthington which is well recorded.



**THE ABOVE IS AN EXTRACT FROM THE 1806 ENCLOSURE ACT SCHEDULE, CONFIRMING THAT THE PROPERTY NOW KNOWN AS 27, TOP ROAD, GRIFFYDAM (FORMERLY 3 MESSUAGES / COTTAGES WAS ALLOTTED TO JOHN (MYNORS) BULSTRODE IN 1806. THE OCCUPIERS OF THE THREE MESSUAGES / COTTAGES AT THAT TIME WERE ROBERT, HANNAH AND THOMAS HAYWOOD.**

**JOHN MYNORS BULSTRODE AS FEATURED LATER, IMMEDIATELY SOLD THE COTTAGES TO WILLIAM HAYWOOD, PRESUMABLY MEANING THAT ROBERT, HANNAH AND THOMAS HAYWOOD LOST THEIR HOMES.**

**EXTRACT FROM THE 1806 MAP WHICH ACCOMPANIED THE  
1806 ENCLOSURE ACT SCHEDULE - SHOWING THE ORIGINAL  
THREE TERRACED COTTAGES NUMBERED 224**



**NOTE - THIS MAP IS PURELY DIAGRAMATIC AND NOT TO SCALE. IT IS GEOGRAPHICALLY CONFUSING AND THE LOCATION OF THE THREE COTTAGES IN RELATION TO GRIFFYDAM TOP ROAD AND THE TENTAS IN 1881 IS SHOWN ON A LATER O/S MAP. CLEARLY, MANY CHANGES TO PROPERTIES HAD TAKEN PLACE BETWEEN 1861 AND 1806**

**THE MAP SHOWS THE THREE TERRACED COTTAGES AS NUMBER 224 (AS PER THE SCHEDULE SHOWN EARLIER) WHICH IS BETWEEN NUMBERS 235 AND 207, ON THE NORTH SIDE OF THE TENTAS.**

**THESE COTTAGE WERE OVER TIME, CONVERTED INTO WHAT IS NOW NO. 27, TOP ROAD, GRIFFYDAM AS SHOWN ON THE FRONT COVER**



## HOW DID THE NAME GRIFFYDAM ORIGINATE

Two possible alternative suggestions are provided by the author:-

Medieval references are scanty, but by the 18th century we are starting to see the name recorded as two separate words *Griffith's Dam* which could have some significance.

- Place name evidence may suggest that Griffy derives from the old Norse "Gryfia", possibly influenced by the old English "Graef" (to dig or scrape) forming a hollow or pit. Dam originates from the old English word Dammer meaning one who dams up water or builds a dam.
- A chalybeate spring existed in the field to the east of Elder Lane which is shown on the map below, adjacent to Cart Brook. It is possible that this was dammed to form a pool in a natural hollow, and if that was the case, then the name could simply have derived from a man named Griffith who owned a field and built a dam. Cart Brook was also dammed in that area to form a leat to drive a water wheel which is an alternative explanation.

The first suggestion, seems a little fanciful to the author who leans towards the more simplistic explanation of the second. Insufficient evidence is available to offer any certainty of the names derivation.



1885 published O/S map showing the location of the Chalybeate Spring at top right.

## A HISTORY OF THE BULSTRODES'

### EARLY ORIGINS OF THE BULSTRODE NAME

Variations of the original name Bolstrode include [Bulstrode](#), Bulestrod, Bulestrode, Bulstrod, Bullstrod and many more.

We are told by the academics that the ancient history of the Bolstrode name began with the ancient Anglo-Saxon tribes of Britain. The name is derived from when the family resided in Bulstrode, an estate in Buckinghamshire that has long been associated with the family. Today, Bulstrode is a large park and mansion to the southwest of the Buckinghamshire town centre of Gerrard's Cross.

The Bolstrodes played a significant role in English history and are mentioned as far back as the Domesday book. The surname Bolstrode was apparently first found in Buckinghamshire, where the estate dates back to at least the Norman Conquest. An early poem apparently states - "When William conquered English ground, Bulstrode had per annum three hundred pound." The Conqueror gave the estate to the Norman follower, he and his adherents, mounted upon Bulls, resisted the invaders and retained possession. Afterwards, accompanied by his seven sons, mounted in the same fashion, he went under safe conduct to William's court, and the Conqueror was so much amused with the strangeness of the scene, that he permitted the stalwart Saxon to hold his lands under ancient tenure, and conferred upon him and his heirs for ever, the surname of Bullstrode!"

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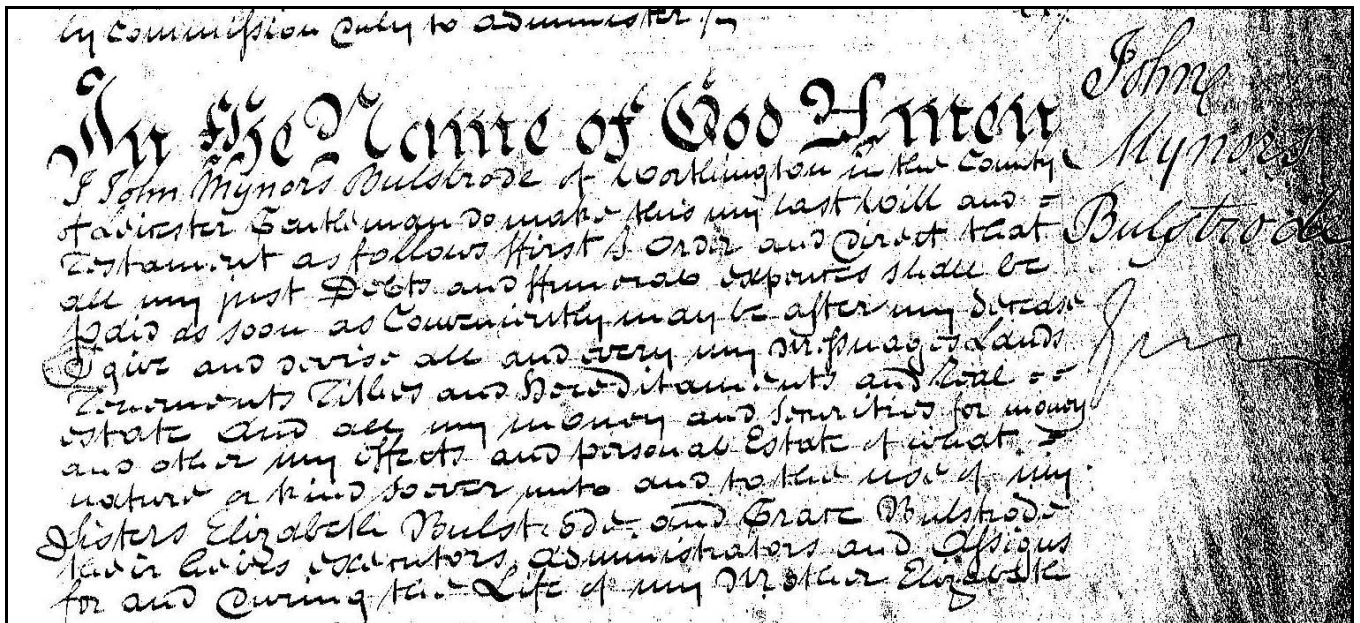
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## THE LOCAL BULSTRODE FAMILY LINES

Although there is a paucity of research material for the local Bulstrode family lines, the author has attempted to find out some background information leading up to the ownership of the property in question by John Mynors Bulstrode.

The Bulstrode name can be found all around the UK now, and particularly in America also, where earlier families emigrated to. In a "History of Parliament On Line", Sir William Bulstrode (c.1560/3-1645/6) is given of Ridlington Park Lodge and Uppingham, Rutland and Blackfriars and later of Coventry, Warwickshire. Is it possible that the local Bulstrodes' were an offshoot of this long lived gentleman.....We will never know.

The research into the local Bulstrodes' was made more difficult by the fact that there were four John Mynors Bulstrodes in the family lines over the period covered. A copy of the Will of a John Mynors Bulstrode, made in 1804, the year of his death, and proved in London on the 6th of June 1804, which, although difficult to transcribe, proved key to the research, by identifying many of the family names and relationship to him. "Find a Grave" website also proved extremely helpful.



### EXTRACT FROM THE ABOVE MENTIONED WILL OF JOHN MYNORS BULSTRODE

A 1771 Indenture for a property in the village of Isley Walton was issued by Elizabeth Bulstrode of Isley Walton. This lady was the daughter-in-law of John Bulstreed who leased the Isley Walton Estate from the Worshipful Company of Bowyers from 1710 and built the lovely Queen Anne manor house on that property. His family farmed the estate for the remainder of the 18th century. Tragedy hit the family in 1757 when John, his wife Mary and their son John who married Elizabeth (nee. Geary) at St Peter, Radford, Nottinghamshire on 6 May 1746, all died within months.

Elizabeth (nee. Geary) Bulstrode (1721-1806) was left - according to the Bowyers' records - 'an inconsolable widow with 6 small children' (actually she had at least 8 children). The children's Christian names were John Mynors (? - d.1804); Elizabeth (1749-1840); George

(1752-1784) buried in St. Andrew's Churchyard, Kegworth; Grace (1753-1824); Augustine (1756-1781); & Mary (? - ?); A daughter Sarah born in 1755, lived less than one year.

Widow Elizabeth apparently took on the management of the Isley Walton estate alongside bringing up the children until 1802, by which time she would have been 79 years of age. One of her six children was John Mynors Bulstrode who died in 1804, and his Will was proved the same year on 6th June 1804 in London. JMB's mother Elizabeth referred to in the preceding para., was still alive at the age of 82 and features in JMB's Will, however, she died two years later. This John Mynor Bulstrode had two spinster sister siblings Grace and Elizabeth and he also had a nephew named John (Mynors) Bulstrode, all recorded in the Will. **This is the John (Mynors) Bulstrode who sold the three terraced cottages to William Haywood.**

Grace, Elizabeth and Nephew John (Mynors) Bulstrode are all mentioned as beneficiaries in the Will, and Grace and Elizabeth were named as executors. JMB's sister Elizabeth lived till 1840 and was a benefactor to the poor of Kegworth. In addition to Grace, Elizabeth and nephew John, other beneficiaries mentioned in the Will were a sister Mary Haywood and nephews Thomas Haywood, Augustine Haywood, and John Haywood. JMB, who died in 1804 held considerable amounts of land and property in Isley Walton, Melbourne, Worthington, Griffydham, Newbold and further afield in Leicestershire, which are all referred to in his Will.

John Mynors Bulstrode, who died in 1804, was listed as a trustee and churchwarden in the 1786 accounts for a charity established in 1759 to secure payments to the poor of Isley Walton. See below.

Name of the party who gave	When given	For what purpose given	What is said or done	In what now used	Amount of it
Queen Elizabeth, by her will, Apr 14, 1574	Apr 14, 1574	For the benefit of the poor of Kegworth, (Given) Jane Willax, Baker of Kegworth, Churchwarden. Verified upon oath before WILLIAM CHAYTON.	Widow Elizabeth, by her will, Apr 14, 1574	From the same source as above	£ 10 0
John Cook and William Cook, husband, by their will, Apr 14, 1574	Apr 14, 1574	The benefit of it to be given to the poor of Isley Walton, on the Sundays, which are to be kept in the year.	Money, in Kegworth, from certain open rent in Kegworth.	By the same source as above	£ 10 0
William Cook, (was the father of his brother John), by his will, June 25, 1556	June 25, 1556	To secure the personal payment of their above gift of 100 pounds was in the hands of the said John Cook, and he paid the interest of it, as the poor, (Given) Jane Willax, Baker of Kegworth, Churchwarden.	Money, in Kegworth, from certain open rent in Kegworth.	By the same source as above	£ 10 0
John Mynors Bulstrode, by his will, June 6, 1804	June 6, 1804	For the benefit of the poor of Isley Walton, on the Sundays, which are to be kept in the year.	Money, in Kegworth, from certain open rent in Kegworth.	By the same source as above	£ 10 0
John Mynors Bulstrode, by his will, June 6, 1804	June 6, 1804	For the benefit of the poor of Isley Walton, on the Sundays, which are to be kept in the year.	Money, in Kegworth, from certain open rent in Kegworth.	By the same source as above	£ 10 0

[ 66 ]

Verified upon oath before WILLIAM CHAYTON.

It is an extra-parochial place, and has no church; the parsonage given to it, (Given) WILLIAM HAYWOOD, Churchwarden. Verified upon oath before WILLIAM CHAYTON.



John Mynors Bulstrode's (d.1804) mother Elizabeth (nee. Geary) is recorded as having a grandson named John Mynors Bulstrode. He was the son of Augustine Bulstrode (1756-1781) who married Sarah (nee. Lester). His father appears to have died shortly before JMB was born in 1782 in Sutton Bonnington, Rushcliffe Borough, Notts.

This John Mynors Bulstrode married Elizabeth Smith in 1805, and he became a major in the Leicestershire Militia and Yeomanry Cavalry (see the following copies of War Office documents dated 20th September 1825). He died on April 20th 1827 and his wife died December 1834, aged 51. They had nine children who are listed on the next page.

Leicestershire. 175

*Leicestershire.*

Lt. Col. Com. Geo. Anthony Legh Keck 1Nov.1823

Lieut.-Col. Henry Coleman 29Sept.1823

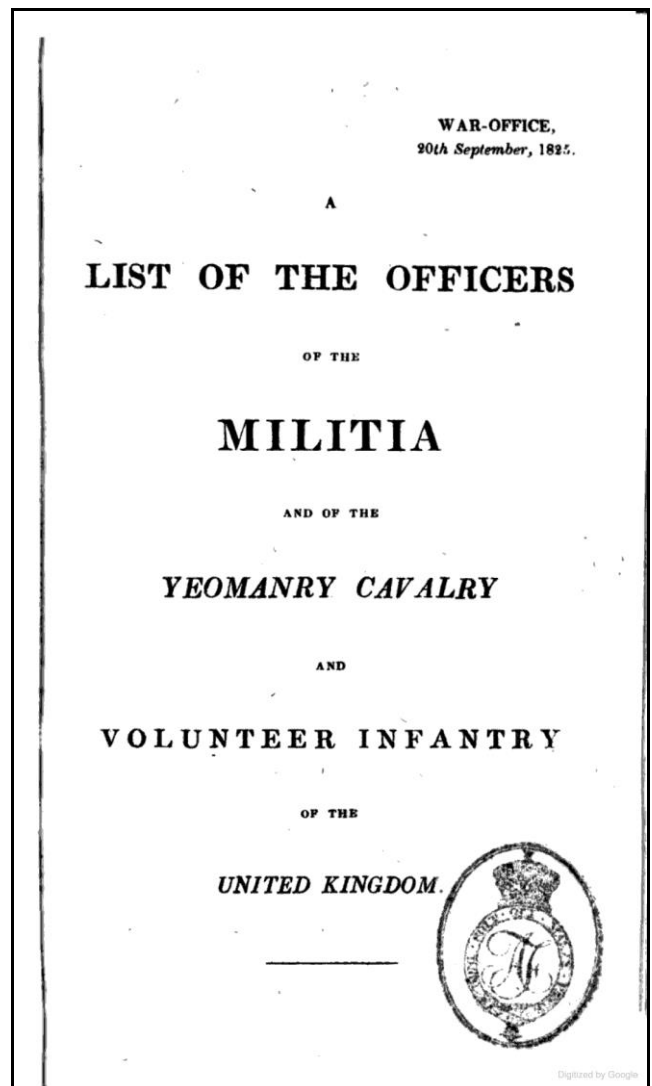
Major . . . John Mynors Bulstrode 29Sept.1823

Captain . { Sir F. Gustavus Fowke, *Bt.* 4Aug.1815  
 Thomas Geary 4Jan.1817  
 James Pickering Ord 13Aug.  
 Robert Otway Cave 23Mar.1818  
 R. W. P. *Earl* Howe 21May  
 John Cresswell 15July1823  
 John Arthur Arnold 13Apr.1824  
 Charles James Packe 9Sept.  
 Henry Davie Coleman 28Oct.

Lieutenant { John Buckley Humfrey 16Mar.1816  
 Richard Gough 18Sept.1818  
 John Sherrard Coleman 25Sept.1823  
 Roger Manners 5Sept.1823  
 Edward Basil Farnham 20do.  
 Richard Cheslyn 13Apr.1824  
 John Cradock 18Sept.  
 Henry Halford do.

Cornet . { John Richard Brown Cave 1Sept.1818  
 Hen. H. H. Hungerford 8June1822  
 Colin Campbell Macaulay 15July1823  
 James Ley Douglass 5Sept.  
 John Bright 2May1824  
 Thomas Piddocke 3June  
 John William Wood 9Sept.  
 Cha. John Hen. Mundy 27do.  
 Edw. Bouchier Hartopp 28Oct.

Chaplain . William Richardson Tyson 5Apr.1816  
 Paymaster . Matthew Babington 28Aug.1815  
 Adjutant . John Bowater 20Jan.1818 Lieutenant  
 Surgeon . Gilbert Bridges 15Dec.1824  
 Assist. Surg. Richard Oliver 15Dec.1824  
 Vet. Surg. . William Burley 5Sept.1813



John Mynors Bulstrode and his wife Elizabeth (nee. Smith) had issue of the following children:-  
 Elizabeth - 1805-1805 (lived less than one year)  
 Elizabeth - 1806-1834  
 Mary - 1808-1808 (lived less than one year)  
 Sarah - 1810-1829  
 Grace - 1811-1861 (benefactor to the re-building of Newbold C of E School)

Miss Grace Bulstrode, by her Will dated October 20th, 1860 devised £1,600 to trustees ; of the dividends arising from its investment by the Charity Commissioners, £23 14s. is applied to the Church of England schools (Newbold), £14 16s. 2d. to the clothing club, and £8 17s. 8d. is given to the poor.

Mary - 1814-1830  
 Hannah - 1814-1860  
 Martha - 1819-1819 (lived less than one year)  
 John Mynors Bulstrode - 1822-1865

## **THE DEATH OF JOHN MYNORS BULSTRODE OF WORTHINGTON (1782-1827) - MAJOR IN THE MILITIA.**

John Mynor's Bulstrode (1782-1827) is recorded as being buried in St. Pancras Old Churchyard, Borough of Camden, Greater London with no memorial, but he is commemorated on his relicts gravestone in Breedon-on-the-Hill, church graveyard.

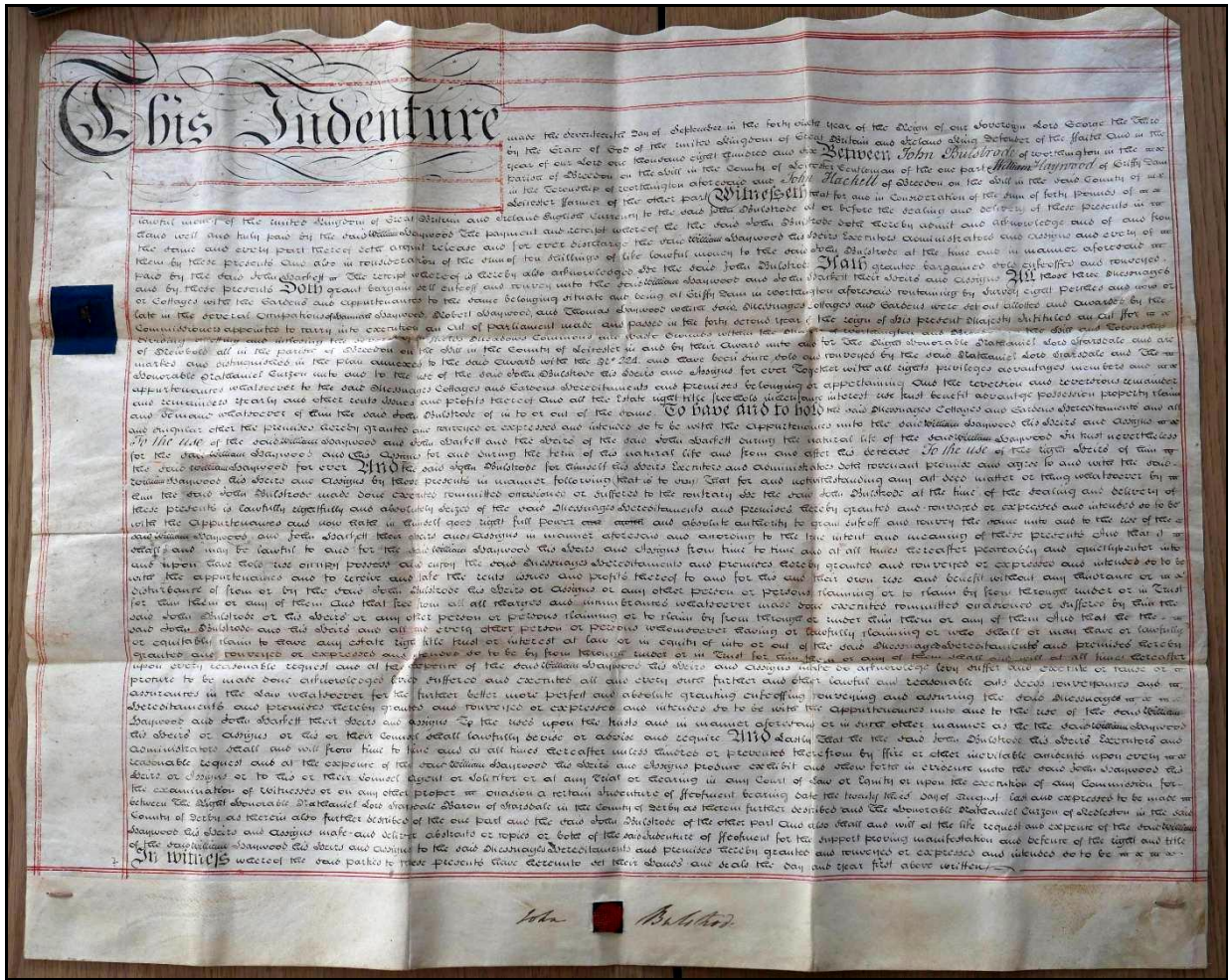


**JOHN MYNORS BULSTRODE'S WIFE ELIZABETH'S GRAVE IN BREEDON ON THE HILL  
 GRAVEYARD**

In 1861, Earl Ferrers was a minor and Lord of the manor of Worthington. The manor was near to the corn mill then in the occupation of Mr. John Poxon (corn miller). This was formerly a hall, the seat of the Shirleys' and Boothbys'. The site came into the hands of John Mynors Bulstrode, Esq. The tithes were commuted in 1802, when the chapelry was enclosed. In 1698, Henry Pilkington charged a farm of 150 acres, now belonging to Mr. John Mynors Bulstrode (1822-1865) with a weekly distribution of six penny loaves amongst the poor.

# INDENTURE OF SALE DEED BETWEEN JOHN MYNORS BULSTRODE AND WILLIAM HAYWOOD

Below is a copy of the 1806 Indenture of sale document written on velum for 3 terraced cottages allotted to John Mynors Bullstrode, the vendor, as a result of the 1806 Enclosure Act. The purchaser was William Haywood, who paid £40 for the cottages which seemed a bargain at the time, considering he and his wife Elizabeth lived in one and he disposed of the other two to his son Francis. A transcription of this document appears on pages 24 to 26. A series of images which appear on the reverse of the indenture document below follow on pages 20 to 23.



**ENLARGED SIGNATURE OF THE VENDOR JOHN BULSTRODE**



Received the day and year first within written of and from  
the within named William Haywood the sum of Forty Pounds *£ 40*  
being the full consideration money within mentioned to be  
paid by him to me. As witness my hand.

Witness,  
*John Bulstrode*

*W. Massey*  
Griffyddam

Received this day and year first within written of and from the within named William Haywood the sum of Forty Pounds this being the full consideration money within mentioned to be paid by him to me as witness my hand.....William Massey, Griffyddam

Be it remembered that on the nineteenth day of September One  
thousand eight hundred and six peaceable and quiet possession and  
seisin of the messuages and premises within expressed to be granted  
and enfeoffed was had and taken by the within named John Bulstrode  
and by him delivered to the within named William Haywood. To hold  
to him his heirs and assigns according to the tenor and effect of the  
within written Indenture, in the presence of

*W. Massey*

Be it remembered that on the nineteenth day of December one thousand eight hundred and six peaceable and quiet possession and seisin of the messuages and promised within expressed to be granted and enfeoffed was had and taken by the within named John Bulstrode and by him delivered to the within named William Haywood. To hold to him his heirs and assigns according to the tenor and effect of the within written Indenture in the presence of

him  
William Haywood  
Hand

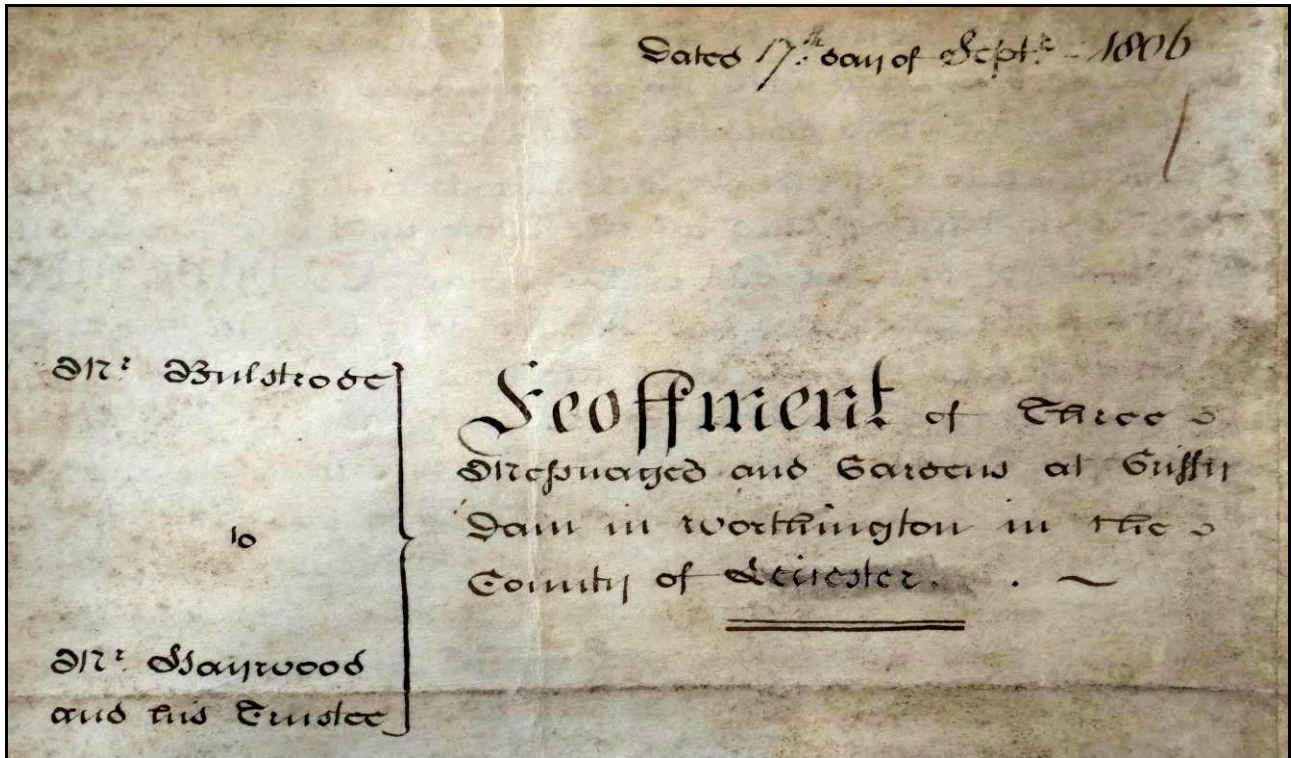


*Sealed and delivered by the within named John Bulstrode  
(having been first duly stamped) in the presence of, the word  
"William" having been first written throughout upon an Erasure.*

*Ed  
William Mynors  
of Guppy Dam*

**Sealed and delivered by the within named John (Mynors) Bulstrode (having been first duly stamped) in the presence of the word "William" having been first written throughout upon an Erasure.**





Dated 17th Day of September 1806

John Bulstrode  
To  
William Haywood and his Trustee

Feoffment of these messuages and garden at Griffydam in Worthington  
in the County of Leicester

*In English law, feoffment was a transfer of land or property that gave the new holder the right to sell it as well as the right to pass it on to his heirs as an inheritance. It was total relinquishment and transfer of all rights of ownership of an estate in land from one individual to another. This as not the case in Feudal law.*





## TRANSCRIPTION OF THE INDENTURE OF SALE DEED BETWEEN JOHN MYNORS BULSTRODE AND WILLIAM HAYWOOD

For the uninitiated, these legal documents which are complex, wordy and repetitive are difficult to understand, making one think that the clerk was paid pro rata to the number of words written. However, they are invaluable in establishing certain facts regarding the three cottages. These are often referred to by the old word "Messuages"

**INDENTURE** made the seventeenth day of September in the forty sixth year of the Reign of our Sovereign Lord George the Third by the Grace of God of the United Kingdom of Great Britain and Ireland, Defender of the faith and in the year of our Lord one thousand eight hundred and six, **BETWEEN** *John (Mynors) Bulstrode* of Worthington in the parish of Breedon on the Hill in the County of Leicester, Gentleman, of the one part. *William Haywood* of Griffydam in the Township of Worthington aforesaid and *John Hackett* of Breedon on the Hill in the said county of Leicester, farmer, of the other part. **WITNESSETH** that for and in consideration of the sum of forty pounds of lawful money of the United Kingdom of Great Britain and Ireland English currency to the said John (Mynors) Bulstrode at or before the sealing and delivery of these present in hand, well and truly paid by the said William Haywood. The payment and receipt whereof he, the said John (Mynors) Bulstrode, doth hereby admit and acknowledge and of and from the same and every part thereof doth acquit release and for ever discharge the said William Haywood, his heirs and executors, administrators, and assigns, and every of them by these present and also in consideration of the sum of ten shillings of like lawful money to the said John (Mynors) Bulstrode at this time and in manner aforesaid by these present, and paid by the said John Hackett and the receipt whereof is hereby also acknowledged. He, the said John (Mynors) Bulstrode, **HATH** granted, bargained, sold enfeoffed and conveyed and by these present **DOTH** grant bargain sell enfeoff and convey unto the said William Haywood and John Hackett, their heirs and assigns **ALL** those **three messuages or cottages with the gardens and appurtenances** to the same belonging situate being at Griffydam in Worthington aforesaid, containing by survey eight perches and now late in the several occupations of **Hannah Haywood, Robert Haywood and Thomas Haywood**, with said Messuages, Cottages and Gardens awarded by the commissioners to carry into execution an Act of Parliament made and passed in the forty second year of the Reign of his present Majesty, instituted an Act for dividing, allotting, and enclosing the several open fields, meadows, commons and waste commons within the Chapelry of Worthington in Breedon on the Hill aforesaid, and Township of Newbold, all in the parish of Breedon on the Hill in the county of Leicester in and by their awards unto and for the right honourable Nathaniel Lord Scarsdale and are marked and distinguished in the plan annexed to the said award with the number 224 and have been since sold and conveyed by the said Nathaniel Lord Scarsdale and the honourable Nathaniel Curzon unto and to the use of John (Mynors) Bulstrode, his heirs and assigns for ever together, with all the rights privileges', advantages, messuages, appurtenances whatsoever to the said messuages, cottages and gardens, hereditaments, belonging or appertaining to, and the conversion and conversions remainder and remainders yearly, and other rents, issues and profits thereof, and all the estate right, titles freehold....?....interest, use, trust, benefit, advantage, possession, property claims and demand whatsoever of him the said John (Mynors) Bulstrode of in to or out of the same, **TO HAVE AND TO HOLD** the said messuages, cottages and gardens, hereditaments, and all singular other the premises hereby granted and conveyed or expressed and intended so to be with the appurtenances unto the said William Haywood his heirs and assigns **TO THE USE OF** the



said William Haywood and John Harkett and the heirs of the said John Harkett during the natural life of the said William Haywood in trust, nevertheless for the said William Haywood and his assigns for and during the term of his natural life, and from and after his decease **TO THE USE OF** the right heirs of him the said William Haywood for ever **AND** the said John (Mynors) Bulstrode for himself, his heirs, executors, and administrators both covenant, promise and agree to and with the said William Haywood his heirs and assigns by those present in manner following (that is to say) that for and notwithstanding any Act, deed, matter or thing whatsoever by him the said John (Mynors) Bulstrode made ...?...executed, committed, occasioned or suffered to the contrary ...?... the said John (Mynors) Bulstrode at this time of the sealing and delivery of these present is lawfully, rightfully, and absolutely seized of the said messuages, hereditaments, and premises hereby granted and conveyed or expressed and intended to be with the appurtenances, and now hath in himself good right full power and absolute authority to grant enfeof, and convey the same unto and to his use of the said William Haywood and John Harkett, their heirs and assigns, in manner aforesaid and according to their true intent and meaning of these present. And that it shall and may be lawful to and for the said William Haywood his heirs and assigns from time to time and at all times hereafter, peacefully and quietly enter into and upon have hold, use, occupy, possess, and enjoy the said or expressed messuages, hereditaments, and premises hereby granted and conveyed, and intended so to be with the appurtenances, and receive and to take the rents, issues, and profits thereof, to and for his and their own use and benefit, without any hindrance or disturbance of from or by the said John (Mynors) Bulstrode his heirs or assigns or any other person or persons claiming or to claim by from through under or in trust for him, them or any of them and that free from all charges and encumbrants whatsoever made, done, executed, committed, occasioned or suffered by him the said John (Mynors) Bulstrode or his heirs or any other persons claiming, or to claim by from through or under him, them, or any of them. And that he the said John (Mynors) Bulstrode and his heirs and all and every other person or persons whomsoever having lawfully claiming or who shall or may have or lawfully or equitably claim to have any estate, right, title, trust or interest at law, or in equity of into or out of the said messuages, ...?...and premises hereby granted and conveyed or expressed and intended so to be by from through under or in trust for him, them, or any of them, shall and will at all times hereafter upon every reasonable request and at this expense of the said William Haywood, his heirs and assigns, make do acknowledge levy, suffer, and execute or cause or procure to be made done acknowledge levies suffered and executed all and every such further and other lawful and reasonable Acts, deeds, conveyances and assurances in the law whatsoever for the further better more perfect and absolute granting enfeofing, conveying, and assuring the said messuages, hereditaments and promises hereby granted and conveyed or expressed and interused so to be with the appurtenances unto and to the use of the said William Haywood and John Harkett, their heirs and assigns to the uses upon the trusts and in manner aforesaid, or in such other manner as he the said William Haywood, his heirs and assigns, or his or their counsel shall lawfully devise or advise and require **AND** lastly that he, the said John (Mynors) Bulstrode, his heirs, executors and administrators shall and will from time to time and at all times hereafter unless hindered or prevented therefrom by fire or other inevitable accidents upon every reasonable request and at the expense of the said William Haywood, his heirs and assigns, produce, exhibit, and show forth in evidence unto the said John Haywood, his heirs or assigns, or to this or their counsel, agent, or solicitors or at any trial or hearing in any court of law or equity or upon this execution of any commission for the examination of witnesses or any other proper occasion, a certain Indenture of ffeofment bearing date the twenty third day of August last, and expressed to be made between the right honorable Nathaniel Lord Scarsdale in the County of Derby and therein further described, and the honourable Nathaniel Curzon of Kedleston in the said County of Derby, and therein also further described of the out part and

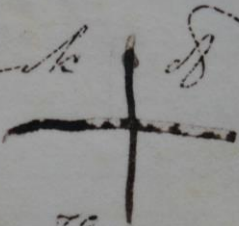
the said John ([Mynors](#)) Bulstrode of the other part, and also shall and will at the like request and expense of the said William Haywood, his heirs and assigns, make and deliver abstracts or copies or both of the said Indenture of feoffment for the support, proving, manifestation, and secure of the right and title of the said William Haywood his heirs and assigns, to the said messuages, hereditaments, and premises hereby granted and conveyed or expressed and intended so to be.


**IN WITNESS** Whereof the said parties to these present have hereunto set their hands and seals this day and year first above written.

**TRANSCRIPTION OF INDENTURE OF LEASE FOR POSSESSION  
BETWEEN WILLIAM HAYWOOD AND FRANCIS HAYWOOD - 1810**

**THIS INDENTURE** made the ninth day of October in the fiftieth year of the reign of our Sovereign Lord George the Third by the Grace of God of the United Kingdom of Great Britain and Ireland Defender of the Faith and in the year of our Lord one thousand eight hundred and ten **BETWEEN WILLIAM HAYWOOD** of GriffyDam in the Township of Worthington in the Parish of Breedon on the Hill in the county of Leicester, Yeomany, and **JOHN HACKETT** of Breedon on the Hill aforesaid Farmer, a trustee therefore nominated and appointed by and on the behalf of the said William Haywood of the one part and **FRANCIS HAYWOOD** of GriffyDam aforesaid, Yeoman, of the other part **WITNESSETH** that for and in consideration of the sum of five shillings of lawful money of Great Britain in hand paid by the said Francis Haywood to the said William Haywood and John Hackett have and each of them half bargained and sold and by those present do and each of them doth bargain and sell unto Francis Haywood his executors and administrators and assigns **ALL** those two messuages or cottages with the gardens and appurtenances to the same.....situate and being at Griffy Dam in Worthington aforesaid containing by survey, eight perches, or thereabouts and now or late in the several occupations of Hannah Haywood and Thomas Haywood or their.....undertenants which said messuages, cottages and gardens were set out, allotted and awarded by the commissioners appointed to carry into execution an act of Parliament made and passed in the forty second year in the present reign of his majesty an act for dividing, allotting and inclosing the several open fields, meadows, common and waste ground within the manors of Worthington and Breedon on the Hill and Township of Newbold all in the parish of Breedon on the Hill in the County of Leicester in and by their award unto and for the Right honourable Nathaniel Lord Scarsdale and are part of the allotment marked and distinguished in the plan awarded to the said award with the No. 224 **TOGETHER** with all rights, privileges', advantages.....and appurtenances whatsoever to the said messusges, cottages and garden hereditaments and premises belonging and appertaining and the reversion and reversions remainder and remainders yearly and other such issues and profits thereof. **TO HAVE AND TO HOLD** the said messuages or cottages and garden hereditaments and all and singular other.....hereby bargained and sold or intended so to be with the appurtenances unto the said Francis Haywood, executors, administrators, and assigned from the day next before the day fully to be completed and ended **YIELDED AND PAYING** therefore unto the said William Haywood and John Hackett their heirs and assigns the rent of a pepper corn at or upon the last day of the said term if the same shall be lawfully demanded, to the intent and purpose, that by virtue of those present and by force of the statute made for transferring uses into possession the said Francis Haywood may be in the actual possession of the said messuages or cottages and garden hereditaments and all and singular other the premises hereby bargained and sold or intended so to be with the appurtenances his heirs and assigns to such uses upon such trusts and for such trusts and for such interests and purposes as in such grant and release shall be mentioned and expressed **IN WITNESS** whereof the said parties top those present have hereunto set their hands and seals.

**Continued over page**


The mark of  
  
 William Hayward


John  
  
 Shackell

**Chis Indenture**

made the twentieth day of October in the fifth year of the reign of our Sovereign Lord Edward the third by the State of Scotland the United Kingdom of Great Britain and Ireland and between the said William Hayward of Biffy Sam in the Township of Westington in the parish of Dredon on the one part and John Shackell of Dredon on the other part

Francis Hayward a Justice of the Peace nominated and appointed by and on the behalf of the said William Hayward of the one part and William Hayward of Biffy Sam of the other part witness that for and in consideration of the sum of five pounds lawful money of Great Britain in hand paid by the said William Hayward to the said John Shackell at or before the sealing and delivering of these presents the receipt whereof is hereby acknowledged that the said William Hayward and John Shackell have and each of them hath bargained and sold and by these presents do and each of them do and sell into the hands of the said John Shackell and being at Biffy Sam in Westington aforesaid containing by survey eight acres or thereabouts and more or less in the several parishes of Adamast adawood and Thomas adawood or their copartners undivided which said messuages cottages and gardens were set out allotted and awarded by the Commission appointed to carry into execution an act of parliament made and passed in the tenth tenth year of the reign of his present Majesty Richard an act for dividing allotting and inclosing the several open fields meadows common and waste grounds within the manors of Westington and Dredon on the one part and the other part of Dredon all in the parish of Dredon on the one part in and by their award made and by their award made and for the eighth Edward the third Statute made and are part of the allotment made and situated in the place named to the said Edward with the D<sup>o</sup> 224 *Regium* with all with privileges advantages and appurtenances whatsoever to the said messuages or cottages and garden accommodations and premises belonging or appertaining and the execution and execution remainder and remainder yearly and other rents issues and profits thereof to have and to hold the said messuages or cottages and garden accommodations and all and singular other the premises hereby bargained and sold or intended to be with the appurtenances unto the said Francis Hayward his Executors Administrators and assigns from the day next before the day of the date of these presents for and during and unto the full end and term of one whole year from thence next ensuing and fully to be receipted and paid *Yielding and Paying* therefore unto the said William Hayward and John Shackell their heirs and assigns the sum of a pepper corn at or upon the last day of the said term if the same shall be lawfully demanded to the intent and purpose that by virtue of these presents and by force of the Statute made for transferring into into possession the said Francis Hayward may be in the actual possession of the said messuages or cottages and garden accommodations and all and singular other the premises hereby bargained and sold or intended to be with the appurtenances and be thereby the better enabled to accept and take the grant and reward of the execution thereof and nevertheless thereof to him his heirs and assigns to and upon such trusts and for such intents and purposes as in such Statute and Statute shall be mentioned and expressed In WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

The mark of  
  
 William Hayward

John  
  
 Shackell



Sealed and delivered by the within named  
William Hayward in the presence of  
By and Thomas Walgren

Dated 9<sup>th</sup> day of October 1810

Mr Wm Hayward  
and his Trustee —

to

Lease for possession

Mr J. Hayward  
and his Trustee —

Sealed and delivered by the within named John  
Hackett in the presence of \_\_\_\_\_  
A. B. Samuel Esq

## TRANSCRIPTION OF WILLIAM HAYWOOD'S WILL AND PROBATE 8TH OF SEPTEMBER 1821 & 5th AUGUST 1826

**THIS IS THE LAST WILL AND TESTAMENT** of one William Haywood of Griffy dam in the parish of Worthington, in the County of Leicester, Yeoman. I direct all my just debts, funeral and testamentary expenses to be paid as soon as conveniently may be after my decease. I give and devise unto my son Thomas his heirs and assigns the stable now occupied by him and situate at the end of and adjoining to the premises hereinafter devised, and I give, devise, and bequeath all the cost of residue and remainder of my real estate situate at Griffy dam aforesaid, and now in my own occupation, of a cottage or dwelling house, garden, stable and appurtenances', and also all my personal estate and effects unto my dear wife Elizabeth, her heirs, executors and administrators, and assigned according to the nature thereof respectively, I appoint my said wife Executrix of this my Will and hereby revoking all former Wills, I declare this only to be my last will in witness whereof I have hereunto set my hand and seal, this eighth day of September 1821. **The mark X and seal of William Haywood.** Signed, Sealed and Published and declared by the said William Haywood as his last Will and Testament in the presence of us who at his request in his presence and in the presence of each other have subscribed our names as witnesses.....William Kidger, Richard Potter, George Hanfords.....**Mark X**

This is the last Will and Testament of me William Haywood of Griffy Dam in the parish of Worthington in the County of Leicester Yeoman I direct all my just debts funeral and testamentary Expenses to be paid as soon as conveniently may be after my decease I give and Devise unto my Son Thomas Haywood his heirs and assigns the Stable now occupied by him and situate at the end of and adjoining to the premises hereinafter devised And I give devise and bequeath all the rest residue and remainder of my real Estate situate at Griffy Dam aforesaid and now in my own occupation consisting of a Cottage & Dwellinghouse Garden Stable and Appurtenances And also all my personal estate and effects unto my dear wife Elizabeth her heirs executors administrators and assigns according to the nature thereof respectively I appoint my said wife Executrix of this my Will and hereby revoking all former Wills I declare this only to be my last In witness whereof I have hereunto set my hand and seal this eighth day of September 1821. The mark X and seal of William Haywood. Signed sealed published and declared by the said William Haywood as his last Will and Testament in the presence of us who at his request in his presence and in the presence of each other have subscribed our Names as Witnesses William Kidger, Richard Potter, George Hanfords Mark X

We Edward Thomas March Phillipps Clerk Master of Arts Office  
of the Archdeacon of the Archdeaconry of Leicester lawfully constituted  
Do by these presents make known unto all men that on the twenty fifth day of August  
in the year of our Lord one thousand eight hundred and twenty six before the Reverend George  
Berkeley Mitchell Clerk Master of Arts our Senechal lawfully appointed  
The last will and Testament of William Haywood late of Guffy Dam within the  
said Archdeaconry Upon an deceased a Copy whereof is hereunto annexed  
was proved approved and registered and Administration of all and singular the Goods Chattels and  
Credits of the said deceased and any way concerning his said will was  
granted to Elizabeth Haywood the sole Executrix  
named in the said will being first sworn upon the holy Evangelists well and faithfully to administer  
the same and to make a true and perfect Inventory of all and singular the said Goods Chattels and Credits  
and to exhibit the same into the Registry of the said Archdeaconry  
~~on or before the last day of~~ next ensuing and also to render a just and true  
account thereof when thereunto lawfully required. Dated at Leicester under the  
Seal of our Office the day and year above written -

Sworn under  
Twenty Pounds

John Stockdale Hardy  
Registrar

**COPY OF PROBATE ATTACHED TO WILL**

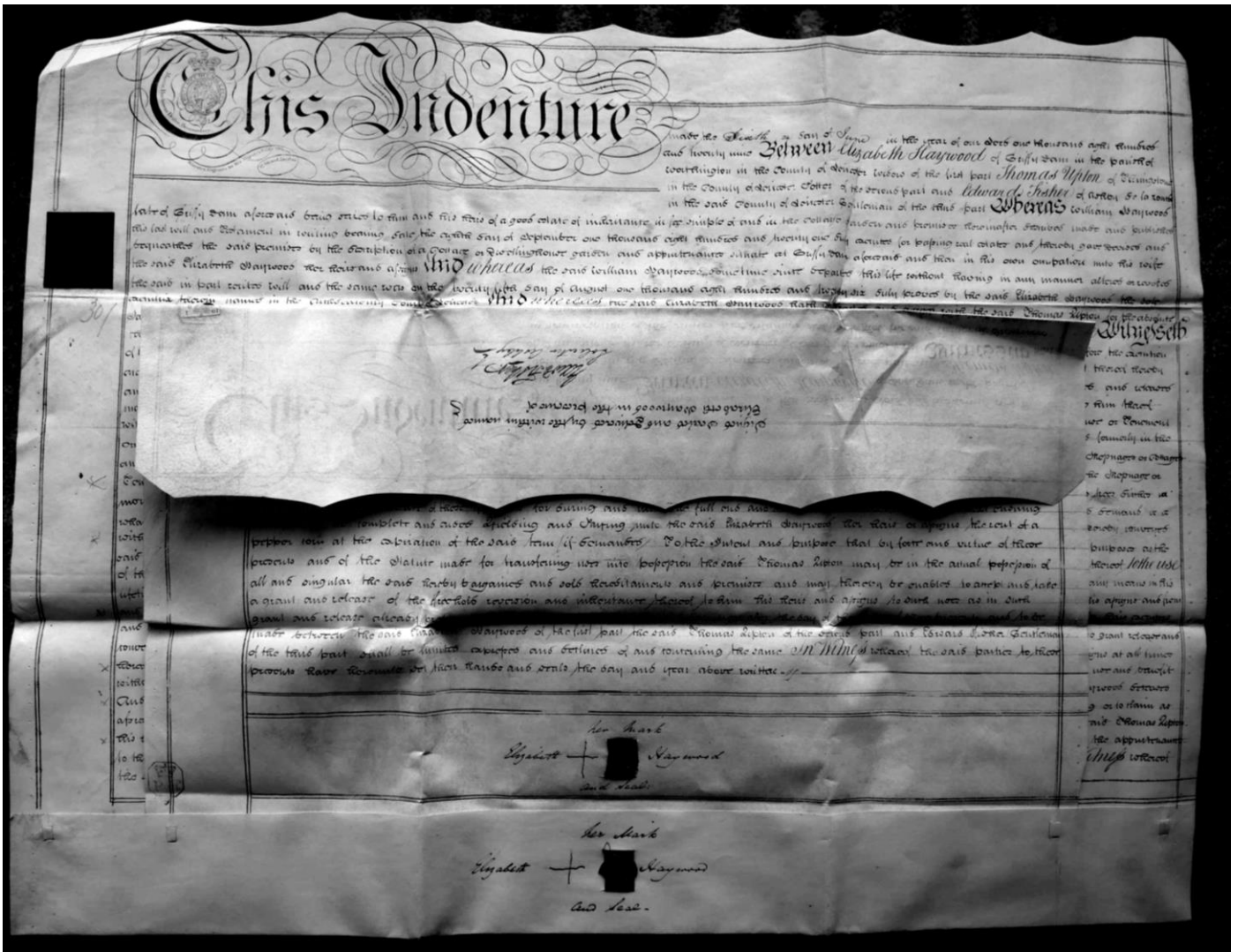


**SEAL**



# TRANSCRIPTION OF TWO INDENTURES OF SALE DEEDS BY ELIZABETH HAYWOOD TO THOMAS UPTON

The following two indentures of sale reveal important information, in that they confirm, that Elizabeth lived in the end cottage of the three following her husband William's death. She demolished and re-built it on the same site following his death and had it re-built. The adjoining two cottages had already been sold on at that time. She sold her property (referred to as a tenement) together with a stable to Thomas Upton in 1829, for £120, where he later opened the "Rising Sun" Beer House - see the following history of the Rising Sun.





## First Indenture dated Fifth of June 1829

**THIS INDENTURE** made the fifth day of June in the year of our Lord, one thousand eight hundred and twenty nine **BETWEEN** *Elizabeth Haywood* of Griffydam in the parish of Worthington in the County of Leicester, widow of the one part and *Thomas Upton* of Thringstone in the County of Leicester, Potter, of the other part **WITNESSETH** that in consideration of the sum of five shillings sterling to her, the said Elizabeth Haywood, in hand at the time of the sealing and delivery hereof paid by the said Thomas Upton, the receipt whereof is hereby acknowledged. She the said Elizabeth Haywood, *Half* bargained and sold and by those presents *Doth* bargain and sell unto the said Thomas Upton his executors, administrators and assign **ALL** that cottage dwellinghouse, tenement, with the stable, outbuildings, garden and appurtenances to the same belonging or appertaining, and now occupied or enjoyed therewith situate and being at Griffydam aforesaid theretofor in the occupation of William Haywood deceased and now in the occupation of Elizabeth Haywood which said premises were heretofore part of premises consisting of three messuages or cottages and gardens, two of which cottages and gardens have been sold and disposed of many years ago and the remaining cottage were pulled down some time since and the messuage, or tenement,, stable and premises intended to be hereby bargained and sold was built upon the site thereof by the said Elizabeth Haywood together with all buildings, trees, ditches.....?.....? privileges, rights.....? and appurtenances whatsoever to the said premises belonging or appertaining **TO HAVE AND TO HOLD** the said cottage, garden and premises hereby bargained and sold unto the said Thomas Upton, his executors and administrators and assigns from the day next, before the date of those presents for during and unto the full....? and term of one whole year thoure? next ensuing, and fully to be complete and ended .....? and .....? unto the said Elizabeth Haywood her heirs or assigns the rent of a pepper corn at the expiration of the said term if demanded. To the .....? and purpose that by force and virtue of those presents and for the statute made for transferring uses into possession the said Thomas Upton may be in the actual possession of all and singular the said hereby bargained and sold hereditaments and premises and may thereby be enabled to accept and take a grant and release of the freehold reversion? and without.....? thereof to him, his heirs, and assigns to such.....? as in such grant and release already prepared and intended to bear date the day next after the day of the date of those presents and to be made between the said Elizabeth Haywood of the first part, the said Thomas Upton of the second part and Edward Fisher, Gentleman of the third part shall be invited, expected? and declared of and .....? the same *In Witness* thereof the said parties to those presents have here unto set there hands and seals, the day and year above written.





## Second Indenture Dated 6th of June 1829

**THIS INDENTURE** made the 6th day of June in the year of our Lord one thousand eight hundred and twenty nine **BETWEEN** *Elizabeth Haywood* of Griffy Dam in the parish of Worthington in the County of Leicester, widow, of the first part. *Thomas Upton* of Thringstone in the County of Leicester, Potter, of the second part, and, *Edward Fisher* of Ashby de la Zouch, in the said County of Leicester, Gentleman, of the third part. **WHEREAS** William Haywood late of Griffy Dam aforesaid being seized to him and his heirs of a good estate of inheritance in fee simple of and in the cottage, garden, and premises described made and published his last Will and Testament in writing, bearing date the eighth day of September one thousand eight hundred and twenty one, duly executes for passing real estates and thereby gave devised and bequeaths the said premises by the description of a cottage or dwellinghouse, garden and appurtenances, situate at Griffy Dam aforesaid, and then in his own occupation, unto his wife the said Elizabeth Haywood, her heirs and assigns. **THIS whereas** the said William Haywood sometime since departed this life without having in any manner altered or revoked the said in part.....? Will, and the same was on the twenty fifth day of August one thousand eight hundred and twenty six duly proved by the said Elizabeth Haywood, the sole executrix therein named .....? .....? of .....?. **THIS whereas** the said Elizabeth Haywood hath contracted and agreed with the said Thomas Upton for the absolute sale to him of the premises hereinbefore mentioned and hereinafter described at or for the .....? or sum of one hundred and twenty pounds **KNOW this Indenture WITNESSETH** that in consideration of the sum of one hundred and twenty pounds of lawful British money paid by the said Thomas Upton to the said Elizabeth Haywood at or before the execution of those presents, the receipt of which said sum of one hundred and twenty pounds, the said Elizabeth Haywood acknowledges and from the same and every part thereof hereby enquits ?, releases, and discharges the said Thomas Haywood, his heirs, executors, administrators and assigns. The said Elizabeth Haywood *Hath* granted, bargained, sold, .....?, and released, and by those presents *Doth* grant, bargain, sell, .....?, release and confirm unto the said Thomas Upton in his actual possession, now being by virtue of a Bargain and Sale for a

year to him thereof made by the said Elizabeth Haywood by indenture, bearing date, the day next before the day of the date of those presents and to his heirs **ALL** that cottage, dwellinghouse, or Tenement, with the stable, outbuildings, garden, and appurtenances to the same belonging or appertaining, and now occupied or enjoyed therewith situate and being at Griffy Dam aforesaid formerly in the occupation of the said William Haywood and now in the occupation of Elizabeth Haywood, which said premises were heretobefore part of premises consisting of that messuages or cottages and gardens, two of which said cottages and gardens have been sold and disposed of many years ago and the remaining cottage was pulled down some time ago and the messuage or Tenement stable and the premises to be hereby granted and intended was built upon the site thereof, by the said Elizabeth Haywood together with all buildings, ways, trees, ditches, mounds, .....?, Privies? rights.....? and appurtenances whatsoever, to the said premises or any part thereof. **TO HAVE And to Hold** the said cottage, garden and premises hereby conveyed with their appurtenances unto the said Thomas Upton and his heirs *to such uses* and for such estate or estates in such proportions and for such intents and purposes as the said Thomas Upton shall at any time by any deed or testament, deeds or testaments executed in the presents of two witnesses direct or appoint and in default thereof *to the use of* the said Thomas Upton, and his assigns, during the term of his natural life without impeachment of waste and from and after the determination of that estate by any means in his lifetime *to the use* of the said Edward Fisher and his heirs during the natural life of the said Thomas Upton in trust.....? for the said Thomas Upton and his assigns and from and after the determination of that estate *to the use* of the said Thomas Upton in trust.....? for the said Thomas Upton his heirs and assigns for ever **THIS** the said Elizabeth Haywood for herself, her heirs, executors, and administrators hereby covenants and agrees with the said Thomas Upton his heirs and assigns, that she the said Elizabeth Haywood hath in herself good right to grant, release, and convey the said hereditaments with the appurtenances to the uses and in manner aforesaid, and also that it shall be lawful to the said Thomas Upton, his heirs and assigns, at all times, hereafter, to enter upon and enjoy the said hereditaments hereby conveyed with the said appurtenances and to receive and take the routs and profits thereof for his and their own use and benefit without any interruption whatsoever from or by the said Elizabeth Haywood or her heirs or any person claiming through or in trust for her or the said William Haywood deceased and that free and clear of and from all titles, charges, and incumbencies whatsoever made, executed or occasioned by the said Elizabeth Haywood, or any person claiming or to claim as aforesaid and moreover that she the said Elizabeth Haywood and her heirs and all persons claiming as aforesaid shall and will at the request and charges of the said Thomas Upton, his heirs and assigns, make and perfect all further assurances that may be necessary for the more effectually or satisfactorily conveying the said hereditaments with appurtenances to the uses and in manner aforesaid as by the said Thomas Upton his heirs and assigns on his or their counsel in the law shall be devised and required *In Witness* whereof the said parties to those presents have hereunto set their hands and seals, the day and year, first above written.

**Continued over page**

Dated 6<sup>th</sup> June 1829

M<sup>rs</sup> Elizabeth Daywood

to

M<sup>r</sup> Thomas Dutton

**Conveyance**

of a cottage garden stable and  
pavilion at Salford -

her Mark

Elizabeth



Daywood

and Seal.

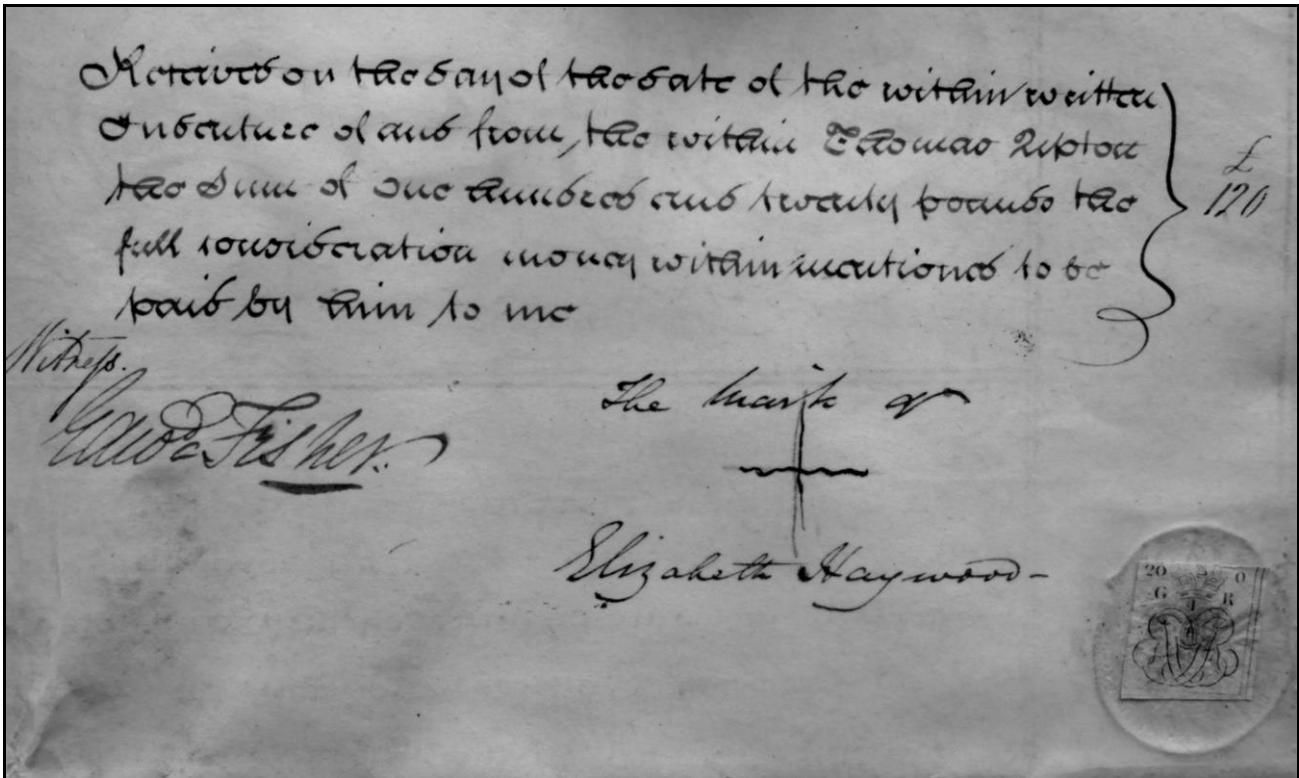
Signed Sealed and delivered by the within named  
Elizabeth Daywood in the presence of

*Wm. Dutton*

Solentia Ashley Celligumbe.

Continued over page



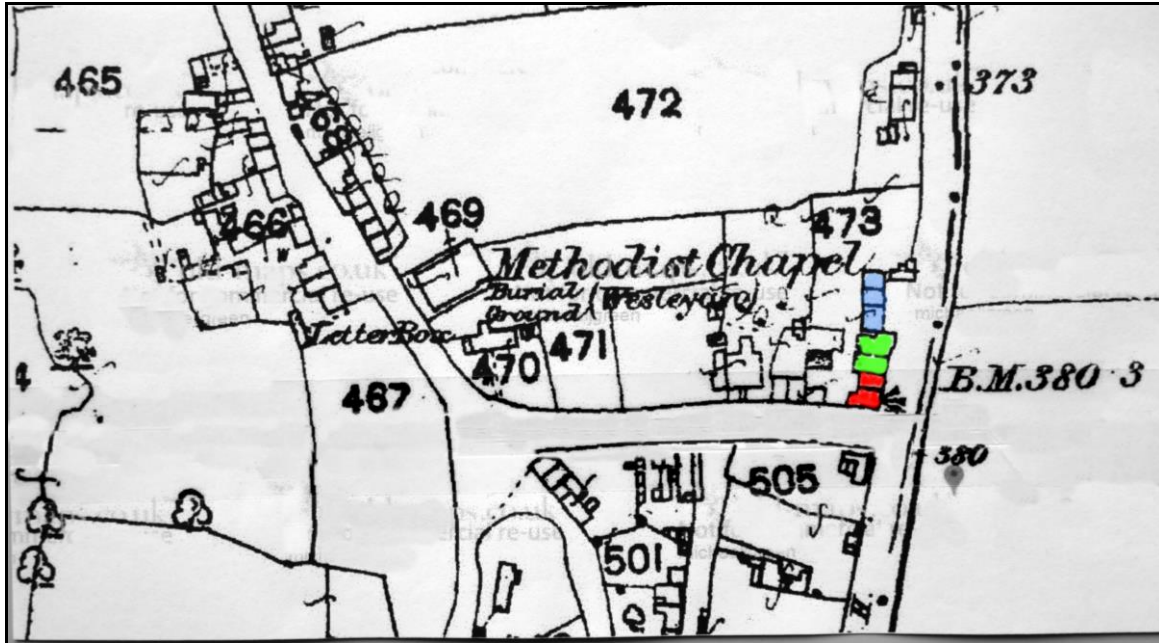


### What is the meaning of bargain and sale deed referred to in the above Indenture

A bargain and sale deed indicates that **only the seller of a property holds the title and has the right to transfer ownership**. This type of deed offers no guarantees for the buyer against liens or other claims to the property, so the buyer could be responsible for these issues if they turn up.

“The seller makes no representations with respect to any claims against the property or title defects. “The buyer is accepting the property subject to any existing claims or title defects.”

## SUPPLEMENTARY INFORMATION ON ELIZABETH HAYWOOD'S PROPERTY PURCHASED BY THOMAS UPTON AND THE RISING SUN BEER HOUSE



1881 SURVEYED O/S MAP SHOWING THE LOCATION OF THE THREE COTTAGES ORIGINALLY ALLOTTED TO JOHN MYNORS BULSTRODE DESCRIBED BELOW

There is quite a lot of conjecture in the following, because of unexplained gaps and conflicting information in research material, but until further proven information becomes available, the author has proposed the following as a plausible explanation of events. Please read the following in conjunction with the above map, the table of licensees on page 40 and the indentures of sale on pages 31 to 36.

As described in the preceding indentures of sale, Thomas Upton purchased a property from Elizabeth Haywood in 1829 which was re-built on the site of the old cottage, thought to be the half of the block coloured green in the above 1881 surveyed O/S map **nearest to the Tentas**. There is clearly a dotted line down the centre of the green block suggesting that an extension or another property was built onto Elizabeth's cottage at some point.

Thomas Upton, described as a potter, when he purchased the property from Elizabeth Haywood was born in Griffydam in 1800 and died on Oct 18th 1882 at the age of 82. Thomas married Mary Haywood who was born in Coleorton in 1800 and died on Feb 22nd 1883 at the age of 83. Thomas and Mary are both buried in Griffydam Wesleyan Methodist Chapel Graveyard. It is not known whether Mary was related to the Griffydam Haywoods' and further investigation is required to establish this. Thomas and Mary appear to have had only one child, a son, named James (1834-1875), born in Griffydam, and referred to later.

Thomas Upton had become a Beer Retailer at some point, and he first appears as the owner / leaseholder of the "Traveller's Rest" Beer House, in partnership with Joseph Lager there from 1872 to 1878 The Licensing records for the "Rising Sun Beer House" start from 1878 (see the

following table), which coincides with the date he is last recorded at the "Traveller's Rest Beer House". Although the Licensing Records show Thomas Upton as the owner of the Rising Sun Beer House in 1878 & 1879, Mary Freeman and George Powdrill are shown as the landlady and landlord respectively, suggesting that Thomas Upton was renting out the extended property which became the "Rising Sun Beer house". Mary Freeman's husband Joseph had committed suicide in July 1878 (see the newspaper report on page 41), hence his wife Mary being shown as the landlady on August 24th 1878.

In the 1871 census for Griffydam, James Upton, is recorded as a "Driver", aged 36, and born in Griffydam. He is married to Caroline, aged 37, born in Newmarket, Suffolk. They have 6 children, all born in Saffron Walden - Charlotte (13) ; Mary H (11) ; Annetta (7) ; Caroline (5) ; Eliza J (3) ; Charles (1). James had clearly been away for at least 14 years but had returned to his birth place with his family. Interestingly, the 1881 census for Griffydam confirms Thomas Upton as a retired publican aged 82 (died that year) living with his wife Mary, aged 79. However, living next door is Caroline Upton, now a widow, as James had died in 1875, and she is given as a publican. This is important as it clearly establishes the location of the "Rising Sun beer house". The year before James died in 1875 they had had another daughter Alice, now aged 7.

We need to accept that there are mistakes in the following licensing records. The author takes the view that where it shows Thomas Upton as the Licensee for 1880/1 & 1881/2, that should read Caroline Upton, as by then she had moved into the "Rising Sun beer house", next to Thomas and Mary.

The records show Thomas Upton as the owner of the "Rising Sun" till 1890, but he died in 1882 and his wife Mary a year later. It is quite likely that Caroline Upton inherited both Thomas Upton's house and the Rising Sun, meaning that after their death, she moved into her father in law's house and leased / rented out the Rising Sun. Caroline was not in the 1891 census, and it is possible she had died just prior to that which would answer the question as to why Thomas Upton is shown as the owner of the Rising Sun till 1890, which should read from 1882 to 1890 as Caroline Upton.

**The Rising Sun was closed in 1905 due to the license being refused by the magistrates (see newspaper article on page 42)**

**Continued over page**



## SUPPLEMENTARY INFORMATION ON THE "RISING SUN" BEER HOUSE- GRIFFYDAM



### THE BEER HOUSE ACT 1830

The **Beerhouse Act of 1830** was an Act of the Parliament of the United Kingdom, which liberalised the regulations governing the brewing and sale of beer. Sometimes known as the "Duke of Wellington Beer Act" as it was the Duke of Wellington's government in situ at that time. It was modified by subsequent legislation and finally repealed in 1993.

The precursor to the **Beerhouse Act** was the Alehouse Act of 1828, which established a general annual licensing meeting to be held in every city, town, division, county and riding, for the purposes of granting licences to inns, alehouses and victualling (i.e. provision of food) houses to sell excisable liquors to be drunk on the premises.

Enacted two years later, the **Beerhouse Act** enabled any rate-payer to brew and sell beer on payment of a license costing two guineas per annum, equivalent to about £150 today. The intention was to increase competition between brewers; lowering prices and encouraging people to drink beer instead of strong spirits. The drinking of Gin had become common place and led to an increase in drunkenness. It resulted in the opening of thousands of new public houses and breweries throughout the country, particularly in the rapidly expanding industrial centres.

A **beerhouse** was a type of public house created in the United Kingdom by the 1830 Beerhouse Act, legally defined as a place "where beer is sold to be consumed *on* the premises". Existing public houses were issued with licenses by local magistrates under the terms of the Retail Brewers Act of 1828, and were subject to police inspections at any time of the day or night. **Proprietors of the new beerhouses**, on the other hand, simply had to buy a license from the government costing two guineas per annum, equivalent to about £150 in current day value. Until the Wine and Beerhouse Act of 1869 gave local magistrates the authority to renew beerhouse licenses, the two classes of establishment were in direct competition.

The 1869 Wine and Beerhouses Act brought in magisterial controls with stricter licensing laws, pre 1869 beerhouses were still exempt though and this meant that the small beerhouse could thrive but the large inns that sold spirits were under increasing pressure to run a controlled and respectable house.

The author has come to the conclusion that these particular houses would have been equivalent to what is known as "Free houses" today. From the 1890s through to the WWI, beerhouses were increasingly targeted by the police and clergy who wanted to see the end to the long opening hours and cheap ale.

**Continued over page**

## LIST OF KNOWN BEER SELLERS / RETAILERS FROM THE ASHBY-DE-LA-ZOUCH REGISTER OF LICENSES

Sign	Surname	Forename	Year	Month		Owner	License Type
Rising Sun	Freeman	Mary	1878	24-Aug		Thomas Upton	Beerhouse
Rising Sun	Powdrill	George	1879	23-Aug		Thomas Upton	Beerhouse
Rising Sun	Upton	Thomas	1880	21-Aug		Thomas Upton	Beerhouse
Rising Sun	Upton	Thomas	1881	27-Aug		Thomas Upton	Beerhouse
Rising Sun	Chambers	John	1882	26-Aug		Thomas Upton	Beerhouse
Rising Sun	Chambers	John	1883	25-Aug		Thomas Upton	Beerhouse
Rising Sun	Chambers	John	1884	30-Aug		Thomas Upton	Beerhouse
Rising Sun	Chambers	John	1885	29-Aug		Thomas Upton	Beerhouse
Rising Sun	Batson	William	1886	28-Aug		Thomas Upton	Beerhouse
Rising Sun	Batson	William	1887	27-Aug		Thomas Upton	Beerhouse
Rising Sun	Batson	William	1888	25-Aug		Thomas Upton	Beerhouse
Rising Sun	Batson	William	1889	24-Aug		Thomas Upton	Beerhouse
Rising Sun	Batson	William	1890	23-Aug		Thomas Upton	Beerhouse
Rising Sun	Batson	William	1891	22-Aug		Andrew Tugby, Epping, MDX	Beerhouse
Rising Sun	Batson	William	1892	27-Aug		Andrew Tugby, Epping, MDX	Beerhouse
Rising Sun	Baker	William	1893	26-Aug		Andrew Tugby, Epping, MDX	Beerhouse
Rising Sun	Baker	William	1894	25-Aug		Andrew Tugby, Epping, MDX	Beerhouse
Rising Sun	Baker	William	1895	31-Aug		Andrew Tugby, Epping, MDX	Beerhouse
Rising Sun	Baker	William	1896	29-Aug		Andrew Tugby, Epping, MDX	Beerhouse
Rising Sun	Baker	William	1897	28-Aug		Andrew Tugby, Epping, MDX	Beerhouse
Rising Sun	Walker	Frederick H	1901	Census		Census	Beerhouse
Rising Sun	Baker	William	1905	04-Feb	License refused by magistrates Beer House closed	Thomas Isons Exors	Beerhouse

## SOME RELATED NEWSPAPER ARTICLES

As reported below an attempt was made to renew the Rising Sun license but this was refused by the magistrates in 1908.

### **Melton Mowbray Mercury & Uppingham News – June 25<sup>th</sup> 1908**

#### **LEICESTERSHIRE LICENSING AUTHORITY**

**The Rising Sun, Worthington (Griffydam)** – Supt. Lockton said this was an **ante** -1869 house. There was one license to every 119 persons in the village, the licenses numbering eight (*this would have included Pegg's Green*). The nearest to the house were The Griffin, 286 yards; the Red Lion, 352 yards and the Traveller's Rest, 250 yards. The house was structurally unsuitable, there being insufficient accommodation for the tenant and customers. The magistrates refused the license.

### **Leicester Journal – July 5<sup>th</sup> 1878**

**Suicide** – An inquest was held at The Red Lion Inn, Griffydam, before Mr. Deane, Coroner on 28<sup>th</sup> Ult, on the body of Joseph Freeman, 53 years of age, who was found dead in a field by Sarah Haywood with his throat cut – Mr. Donovan, Surgeon said that he had attended the deceased for general debility, and he was in a despondent state, suffering from congestion of the lungs. Upon examining the body he found a wound extending the length of the lower jaw, but not deep except along the larynx, which was about two thirds severed. From the appearance of the cut, he had no doubt it was self inflicted.

**Deceased kept the Rising Sun.** Sarah Haywood said that on going to the spring to fetch a bucket of water (Chalybeate Spring near the brook), she saw a hat and some blood on the ground in a field adjoining the road, and on looking about, saw the body in the brook. Cheatle Smedley being at Griffydam that day, and hearing that a man was in the brook, went thither, and found the body of deceased lying sideways in the water. He and another lifted him out, and found that his throat was cut, and a razor lying about a yard and a half from the bank side. - **The jury returned a verdict to the effect that the deceased cut his throat with a razor, not being at the time in a sound state of mind.**

### **Ashby Rural District Council**

.....One case of Scarlet Fever occurred at Griffydam.....The medical Officer gave the owner of the cottages at Pegg's Green instructions to repair drains and erect new privies and ash bins and to the owner of "**The Rising Sun**", Griffydam, to repair privy etc.