

PAPERS, REPORTS, &c.,

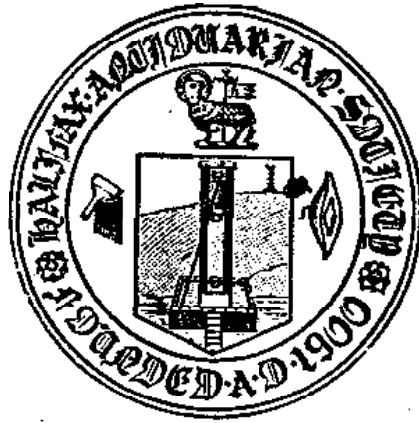
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THE HISTORY OF SHIBDEN HALL.

The Waterhouse Family.

[By JOHN LISTER, M.A.]

APRIL 3rd, 1917.

[Continued from Vol. for 1916, p. 261.]

The family of the late owner of Shibden Hall and of the Manor of Halifax—Mr. Robert Waterhouse—consisted at the date of that gentleman's death, in 1598, of his widow, Jane, the daughter of Mr. Thomas Waterton, of Walton Hall, near Wakefield, and of his children, viz.:—Edward his son and heir, then barely 17 years old; Jane, his only daughter, aged 15; John, about 13, Robert, 12; and Richard, about 10 years of age.

It will be remembered that Robert, the father, in his last will, expressed the trust that his eldest son, Edward, would "be a stay to his house, wife, and children," and reminded him therein that "the portion of things which he had left him" was a great deal more than had been left to him by his own father. We shall see how the trustful

hopes cherished by Mr. Robert Waterhouse were destined to be disappointed.

AN UNSCRUPULOUS LAWYER.

The guardian of the seventeen year old inheritor of the *Manor of Halifax and of Shibden Hall* was his uncle—his father's youngest brother, Mr. David Waterhouse—a clever, and, it would seem, a very unscrupulous lawyer. This gentleman had been called to the Bar at the Inner Temple, in 1592. and was promoted to be a Bencher, as his brother Robert had been before him, in 1606. In the first business transaction, of which we have a report, in which Edward was involved, the character of Uncle David does not seem to shine with any lustre. In a "Bill of Complaint" laid by Edward Waterhouse, in the Court of Chancery, many years later, Edward tells us that, "he being young at the death of his father, Robert Waterhouse, Esq., his wardship was committed to David Waterhouse, his uncle; and that one Jonas Waterhouse, taking advantage of his youth, dealt with the said David to buy a house in Halifax and a fulling mill adjoining to the town, with other things, then let at £20 yearly rent and not more, persuading David that the value of the whole was £300, being 15 years' purchase, which was a very dear rate. So David, by means of some scrivener, otherwise a moneylender*, in London, took up £200 for the purchase on Edward's behalf, who was forced to pay the sum at his full age, together with interest and brokerage for taking up the £200 during his minority. As for the other £100, Jonas [Waterhouse] affirmed that that amount was to be paid to one Toby Waterhouse, his younger brother, and undertook that it should be forborne on condition of Edward's paying £13 yearly, [being] above the rate of 10 per cent. and against the statute." The statute referred to would be the one passed in the 13th year of Q. Eliz., c. 8, against usury, by which 10 per cent was the limit for all loans. The statute is headed by these words: "Forasmuch as all usury, being forbidden by the law of God, is sin and detestable, be it enacted, etc.," We need not pursue farther—at any rate at present—the intricacies of the subsequent charges laid in this

[*Dr. Johnson defines a "scrivener" not only as a man who draws contracts, but as "one whose business it is to place money at interest."]

"Bill of complaint," but it may be added that, in it, Edward Waterhouse also alleged that his uncle David had neglected to have a proper legal conveyance of the property made when it was purchased by him, on behalf of his ward, Edward.

Jonas Waterhouse, who "dealt" with David for the purchase, was one of the younger sons of Mr. Gregory Waterhouse, of Siddal, and, therefore, a cousin of the young heir of Shibden. He must not be confounded, as a pedigree by Hunter confounds him, with another Jonas, his cousin, who was one of the attorneys practising in the Court of the King's Council of the North.

The last Court of the Manor of Halifax held by Robert Waterhouse, is dated 15th December, 40 Eliz., 1597, the next of which the rolls remain, was held the 4th September, 40 Eliz., 1598, and the title runs: "Court of David Waterhouse, Esqr., Guardian, etc., of Edward Waterhouse, gentleman." The first transaction connected with the name of Edward Waterhouse on the Court Rolls, is dated 15th Nov., 42, Eliz., 1600, when the young heir, we learn, came into his uncle David's Court and took a messuage and a croft in Halifax lying near the "Four Mills," two closes of meadow called the Milne Holmes, one close and a fulling mill called Brigg Milne, and the watercourses therto belonging, also the two closes near the said mill, called Over-Crawshay, and Nether-Crawshay, which had been seized into the Lord of the Manor's hands because they had been leased contrary to the custom of the Manor, in the 39th of Elizabeth, by Lewis, Jeremy, and Toby Waterhouse, gentlemen, sons of Gregory Waterhouse, deceased, to Nicholas Fernleye, of Humsworth Lodge, yeoman. This property had been acquired, or was being acquired, by Mr. Edward Waterhouse's father—as mentioned in my previous paper*—but all the legal formalities had not been quite completed when Robert's death intervened. Nicholas Fernleye was Mr. Robert Waterhouse's agent in the matter, and was, it will be remembered, one of the executors of that gentleman's will. This property had been charged by Robt. Waterhouse with a lease of an annuity in favour of his younger sons.

* Halifax A.S. Papers, p. 283, vol. for 1916.

Filed with the Court Rolls in 1601, we find a letter addressed:—

“To the Righte Worshipful
David Waterhouse, esquier,
att London, geve [sic] thies.”

This letter relates to a manorial transaction, and was written by Mr. William Fenay, the clerk of the court, and signed by him and by “your servant to command, Robert Hemyngwaye.” The only interest to us in the letter, for the moment, lies in the circumstance that there is a brief answer at the bottom of the paper to the effect that, conditionally on certain safeguards, Mr. David, and his ward Edward, think the request in the letter “reasonable, and so our pleasure is” that the business should be completed. This is signed by both David and Edward Waterhouse. It seems, therefore, that the guardian did sometimes consult his ward in business matters before he came of age. The matter related to some property, in which one Robert Otes was interested, whom Mr. David Waterhouse styles “my cousin Otes.” The cousinship may possibly have arisen by the marriage of David Waterhouse’s grandfather with Sibil Savile, who was the daughter of Robert Savile, who obtained Shibden Hall by his marriage with Joan Otes, daughter of William Otes, of that place. This latter letter is addressed to Robert Hemingway, of Overbrea, and, as it tells him to make out a copy of a court roll for Otes, it seems that Hemingway was one the clerks employed at the Manor Court. Mr. Waterhouse signs himself “your loving frende,” and writes from the Inner Temple, London, on the 1st May, 1601. This letter is interesting because in the copy of the Court Roll to be made by Hemingway to Otes, by which a “shop near the shambles in Halifax was to be conveyed, there was a reservation of a cellar under part of the said shop, used as “a prison or dungeon.” So it would appear that the Lords of the Manor of Halifax, or, perhaps, those of Wakefield, possessed a prison for the incarceration of refractory tenants. The document is affirmed in writing by Robert Hemingway and William Fenay to be “a true copy of Mr. Waterhouse’s letter examined by us.”

In February of this year, 1601—a tragic event happened in the Waterhouse family. In “Chrono-

logical Contemporary notes, relating to the Earl of Essex Rebellion," Thomas Waterhouse, son of Thomas Waterhouse, of Braithwell, the latter being an uncle of Edward, described as "a lawyer's clerk, was, it is stated, hanged at Smithfield for making libels." Of what nature these libels for making libels"—of what nature these libels were we are not informed, but his execution, closely followed upon that of Captain Lea, who was committed to the Tower and executed at Tyburn for having, as alleged, taken part with Essex in his rebellion—for which Essex himself, that one time favourite of Queen Elizabeth, was a little later beheaded in the Tower.

The first Halifax court held in the name of Edward Waterhouse himself is dated 26th May, 44, Eliz., 1602, David Waterhouse's name being erased and Edward's inserted. About this time, certainly before Michaelmas of this year, the young heir had married Abigail Barker, daughter of Mr. John Barker, a merchant, of Ipswich, and of Anne, his wife, Anne, the mother, being at the time of this marriage a widow. The matrimonial union does not seem to have been a very happy one. In Michaelmas term, 1602, a fine was passed, which had for its object seemingly the assurance of a dower to the bride of the owner of Shibden Hall, the property settled upon the lady by her husband consisting of six water mills and a horse mill, with ten acres of meadow and twenty acres of pasture in Halifax. I have not been able, as yet, to fix precisely the day of the marriage. In some legal proceedings, dated 1631, it is stated that the event occurred about 32 years previously, which takes us back to 1599, when the bridegroom would have been barely 18 years of age. The date of the document referring to the wife's dower, 1602, seems to me a more probable date.

We know next to nothing about Mistress Abigail's family, and absolutely nothing as to the manner in which the match was brought about.

If all is to be believed that we are told in certain Chancery proceedings, Mistress Abigail was her husband's evil genius, but statements of an ex parte character, such as these are, must be taken along with many grains of salt. We are told, for example, by Richard Waterhouse, one of the

younger brothers of Edward, that this lady incited her husband to "neglect all remembrance of his father Robert, from whom he had received so great an inheritance and [to cast away] all love for his three younger brothers, who, after their father's death," he says, "were left destitute of any friends." She also, Richard alleges, "drew Edward to sell the most part of all his manors, messuages, lands, etc., and to dispossess all his brothers and their heirs, and [deprive] them of the annual rents granted to them, to their extreme misery, and so much so that Robert, one of the three sons, fell into extreme misery and distraction of mind." This we do know, that there were most numerous and costly law-suits concerning the property that Mr. Robert Waterhouse had settled on his younger sons, John, Robert, and Richard—continued over a space of rather more than 35 years, ending up with a public confession and penance performed, or ordered to be performed, by Richard Waterhouse, on the Gibbet scaffold at Halifax, for having libelled the then lord of the manor, Sir Arthur Ingram.

The property left to the three younger sons by their father—about which all this litigation ensued—consisted of a lease for 100 years of certain mills, messuages, lands, etc., in the Manor of Halifax, and of an annuity, or rent charge, of £40 out of other messuages and lands, within and without the manor.

The properties specially charged with this provision for the younger sons were known by the names of *Brigge Fulling Mill, with a messuago adjoining*, the Over and Nether Crawshays or Craw-wellshaws, the Milne Holme, the two Stone Dam Closes, Cold Well Ing, all in Halifax, and Broad Ing, in Southowram.

About September, 1602, the fine in connection with the transaction being dated Michaelmas term, three of the executors of the late Mr. Robert Waterhouse, in accordance with that gentleman's last will, sold the York property, that the testator had a few years previously purchased in the parishes of St. Wilfred and St. Helen, consisting of two messuages and two stables. In this piece of business Edward Waterhouse's name was associated with those of Robert Waterhouse, gent.,

of Harthill, John Milner, gent., of Pudsey, and of Nicholas Ferneley, these three executors. This property was sold, as directed by Edward's father, in order to defray his debts, funeral expenses, etc. Thomas and Stephen Waterhouse, who were also executors of the will do not appear, for some reason or other, to have joined in this sale.

In the next year, 1603, the young Lord of the Manor of Halifax, and owner of Shibden Hall, was knighted, possibly at York, when King James visited the city in that year, the first year of his reign. In this year also his sister Jane married at Halifax, Metham Jackson, of Cadeby, Esq. As this marriage took place at Halifax Parish Church, it would seem that the family were in October, 1603, residing at Shibden Hall, and that the bride was married from thence. If so, they were not destined to remain there long.

In February, 1604-5, Sir Edward, then living at Milton, in Surrey, mortgaged "all that capital messuage, tenement, or mansion house, called or known by the name of Shibden Hall, now or late in the tenure or occupation of the said Sir Edward or his assigns," and seven other messuages, and lands in Southowram, along with the hall, to Samuel Armitage, citizen and girdler, of London, for the sum of £500, £200 whereof were to be paid on the last day of May, 1609, and £300 on the last day of May, 1615, in the Temple Church, London, with a warranty for peaceful possession against Sir Edward himself, Dame Abigail, his wife, and Jane Waterhouse, his mother. The word mortgage is not quite the right word to use in connection with this transaction, for it was what the old lawyers termed a "Vivum vadium"—a live-gage—there being no interest payable, but the creditor occupied and enjoyed the premises for a certain time, during which the rents and profits went towards the discharge of the debt. A fine was levied, as the manner then was, in Easter term, 1605, as an assurance for the execution of this Deed of Indenture. Two years later the pledging of Shibden Hall was followed by the sale by Sir Edward of the Manor of Halifax. The manor and manorial lands were rather heavily charged, as we have seen, by Edward's father, Robert, with annuities in favour of his younger sons, John, Robert, and Richard,

and Sir Edward had further charged them with rent charges for the benefit of his wife, Dame Abigail, and of Jane, his mother. The consequence was that on the 25th November, 1607, Sir Edward entered into a covenant to sell to one John Bullock, of Darleigh, Co. Derby, Esqre., on trust for David Waterhouse, the lordship or manor of Halifax, with all its rights, on the proviso that if the property should be freed from the annuities just mentioned, that a moiety of the manor should be then held to the use of Sir Edward. Uncle David, however, contrived to become for a short space sole lord of the manor, as the proviso was not apparently carried out, which would have secured to Sir Edward the co-partnership with his uncle.

GRANT OF FAIRS AND MARKETS.

On the 20th December, 1607, King James, by his letters patent, "in consideration of faithful service"—to quote the words of the grant—"rendered to Him and to His sister (sic) Elizabeth, late Queen of England," by David Waterhouse, Esqre., Coroner of the Crown, and Serjeant-at-Law, Lord of the Manor of Halifax, granted to the said David his heirs and assigns, the right to hold two markets a week, on Thursday and Saturday, in Halifax, and two fairs, viz.: one on the feast of St. John Baptist, all that day and two days following, and another on the feast of St. Martin the Bishop, and two days following, together with the privilege of holding a Court of Pie-powder, and all other privileges to the same markets and fairs belonging. It may be here noted that David Waterhouse had been appointed in the year 1596 to the office of Coroner, and of Attorney in King's Bench for his life, having been some time previously appointed to be a Clerk of the Crown in King's Bench.

Reference was made in my last paper to the attempt made by Mr. Robert Waterhouse, father of Sir Edward and brother of David, to obtain the right to enjoy the privilege of holding and controlling markets and fairs in his manor of Halifax, and it was noted that he was unsuccessful in his endeavour, the inhabitants of Halifax strongly resisting the granting of that right.

In regard to this attempt to get hold of the Halifax markets and fairs, it may be remembered that I quoted two letters on the subject from the volume of the Camden Society's publications, and stated that these letters were referred to, but not published by the late Mr. Walker in his invaluable *Local Portfolio*. I find that I did Mr. Walker an injustice, for I have lately found in one of the numbers of the *Local Portfolio* these two letters given in full. The author of the L.P. also refers to the attempt made by David Waterhouse to obtain the privilege which his brother Robert failed to win, but Mr. Walker's supposition that "it would seem," so he writes, "that Sir Edward Waterhouse. . . . made another attempt" was mistaken, for it was David, we find, who was intriguing for this privilege. The inhabitants again manfully resisted this encroachment on their rights, but, at the time, were unsuccessful. That they did their best is shewn from a memorandum, that Mr. Walker found among Dr. Favour's letters, and which he printed. It may be as well to insert this in our present story:—

"Quinto Januarii, 1608, Reg., Jacobi, Angl, Franc, & Hibern., etc., 6.

Md. that whereas Mr. Henry Farrar, Esquier, left with mee John Favour, Dr. of ye lawes and Vicar of Halyfax, in Michaelmesse terme last, before his goinge upp to London, of the Parishe mony gathered for ye defense of ye markett, the just and entyre summe of xxli. to bee redelyvered when it should be called for, nowe knowe all men by thes presentes yt I ye sayd Henry Farrar have receyved the sayd xxli., and thereof and every part thereof do acquite and discharge ye sayd John Favour for ever. In witness whereof I have to thes presentes sett my hand ye day and year above wryten—xxli. Henry Farrar."

"From the words"—the defence of the market—"we may take it for granted," writes Mr. Walker, "that the town looked upon a charter, if granted to the lord of the manor, as a robbery rather than a privilege."

Though the subject of the markets and faire and the tricks of Mr. David Waterhouse may seem to carry us away from our story of Shibden Hall, yet, as David was born at the hall, and the tale of the

markets and fairs has not yet been fully told, the digression may be, perchance, forgiven me.

SALE OF THE MANOR.

A word or two first, however, about the vicissitudes of the Manor. On January 19th, 1608-9, Sir Edward and his uncle, David Waterhouse, were successful, we find, in getting a release from some of the parties interested in the leases and annuities with which certain of the messuages, mills, and lands connected with the Manor were encumbered, Mr. Robert Waterhouse, one of Sir Edward's younger brothers [afterwards alleged to have been "non compos mentis"] releasing, at that date, all annuities to which he was entitled thereout to Sir Edward, to David Waterhouse and to John Bullock, Esq., and on the 28th February following, these three persons conjointly bargained and sold the Manor of Halifax to Arthur Ingram, Esq. An Indenture of Covenants was signed on the same date, by which Sir Edward, David Waterhouse, and John Bullock covenanted to convey the Manor free from all incumbrances, except, among others, the following charges:—

1. A lease to Caleb Waterhouse of 100 acres or thereabouts of the waste in Heptonstall, 6d. to be paid yearly for the term of the said lease.
2. A rentcharge of £4 by the year granted to Grace Lowther, aunt of Sir Edward, during her life.
3. The dower, or some rent charge in lieu thereof, to Jane Waterhouse, mother of Sir Edward, for life.
4. The dower, or some rentcharge in lieu of dower, for the use of Dame Abigail, now the wife of Sir Edward.

FAIRS AND MARKETS.

By an Indenture of Covenants, dated 17th March of the same year 1608, Sir Edward and David Waterhouse covenanted, inter alia, that they would "procure the market and the possession thereof to be in David Waterhouse before 25th March next," and that he, David, should convey the same with other things to Arthur Ingram. The purchase money for the manor, etc., is set down as amounting to £3,500. Bonds were entered into for the

completion of the purchase by a certain date in the sum of £12,000. Before the date of this sale to Arthur Ingram, viz., in Trinity term, 1608, doubtless by reason of complaints made by our Halifax folk, Mr. David Waterhouse was called upon to answer in the Exchequer Court why and wherefore, for the space of one year and more, he had used and still used, without warrant or grant, the markets and fairs, and took tolls, fines etc., in Halifax, and held a court of pie-powder, liberties that he had usurped from the King. David was ordered to be attached to make answer. He did so, answering that on the 20th December, James I., 1607, the Crown had granted him these privileges, which, as a matter of fact, as we have seen. His Majesty had really done. He seems to have satisfied the Court, for, some time later, viz., 20th July, 1612, he is reported to have made over the right of the markets, fairs, etc., to Sir William Ayloff, Bart., who also was subsequently summoned to justify himself in the Exchequer Court, on the information of Sir Francis Bacon, then the Attorney-General, afterwards the famous Lord Bacon. Sir William Ayloff pleaded that David Waterhouse had made a grant to him of the markets and fairs, etc., and that David had, afterwards, sold the manor to Sir Arthur Ingram, William Ingram, and Richard Golthorpe, and that these gentlemen, on 20th July, 1613, had granted him "free liberty and licence to have, hold, and keep within the town of Halifax three markots a week and two fairs in the year for the greater convenience of the same places, where customarily and usually resort is made for buying commerce in the same town, and elsewhere; in certain places of the kind [sic], and in common streets or lanes near thereunto, and the place called the Green, where the "furca," Anglice the gibbet, otherwise the

PLACE OF DECAPITATION

till then stool, or other waste lands there, such as might be more fit and convenient for the holding of markets and fairs, in virtue of the said letters patent, and all the rights belonging thereto; moveable booths and standings to be pitched or erected in the said places one day before the fair began, and to be removed the day after."

The case came before the Assizes at York. A jury was formed, of which, however, Anthony

Wade and James Murgatroyd, two of the original jurors, were challenged, and were ordered to be excluded from the panel as being "suspectuose" in this cause.

The jury decided that Sir William Ayloff had usurped the King's prerogative, and he was to be ousted from his possession of the liberties he claimed, which were ordered to be seized into the King's hands, by order made in Hilary Term, 1614-15.

After this decision given against Sir William Ayloff, we hear no more of any attempt being made by the *Lords of the Manor* or others to obtain a charter from the Crown for the Markets and Fairs. The right of the inhabitants to hold Markets and Fairs by a title of ancient prescription seems to have been at last recognised—a right that is now exercised by them through their County Borough Council.

BRYAN CROWTHER'S CHARITY.

On the 9th December, 1606, Bryan Crowther, of Halifax, by his will gave to the Free Grammar school at Ueath, a rent charge of £20 a year, out of his lands in Airmyn, co. York, and devised to Dr. Favour, vicar of Halifax, and other trustees, £10 a year for ever out of the same lands to the use of the poor of the township of Halifax. The story of the subsequent shameful handling of this charity by Mr. David Waterhouse and others is excellently and fully told by Mr. Walker in the Local Portfolio, and need only be very briefly summarised by me. The circumstance that the owner of Shibden Hall, Sir Edward Waterhouse, as well as David, was involved in the pitiful business seems, however, to call for some reference to the matter. The trustees of the charity, upon Brian Crowther's decease, in accordance with an indenture of grant made to them by Brian in his life, confirmed to the governors of the school the £20 out of the *Manor* of Airmyn. Then difficulties arose. The purchasers in the year 1600 of the lands in Airmyn were David Waterhouse, described as of the Inner Temple, Brian Crowther, the benefactor, and his brother-in-law, Robert Hemingway, of Overbrea, Northowram, and the price of the purchase was £4,500. Crowther and Hemingway paid £3,000 of this, being their share, leaving as

they innocently supposed—as Mr. Walker states—£1,500 for Mr. David Waterhouse to pay. It afterwards transpired that the purchase only cost £2,050, Crowther and Hemingway discovering that they had paid £950 more than the entire cost, and that David Waterhouse had put in his brother, Stephen Waterhouse, as having a joint share, thus leaving to them who had paid the whole cost only one-half of the property purchased. At least one costly lawsuit followed in the Court of Chancery. David Waterhouse told the Governors in 1608—so Dr. Favour informs us—at the house, the Cross Inn, of Daniel Foxcroft, in Halifax, that the estate was then vested in Sir Edward Waterhouse, and that nothing could be done until the settlement of a Chancery suit between him and the tenants of the Manor of Airmyn. But Mr. David at last paid the annuities due to the Free School and the poor. His letter to Dr. Favour at this juncture, though printed by Walker, is well worth repeating :

“ To the worshipful, my loving Friend
Mr. Dr. Favour, deliver.

Sir.—I have left £15 with John Fairebank to be delivered you to the use of the school and poor of Halifax. I cannot yet settle that business of Airmyn, as Mr. Midgley can inform you, having to do with that evil (?) beast of many heads, the multitude, whose bellies have no ears. My lot hath been of late, as Paul's, to fight with men after the manner of beasts, but the best is they are but beastly men. And thus in haste pushing a way, with my best remembrances to yourself and Mrs. Cookes both, and the rest of our good friends, I commit you to God, not forgetting my thanks for your many kindnesses.—Halifax this 23rd of August, 1608.—
Your loving friend, DA. WATERHOUSE.”

The “beasts” or “beastly men” mentioned by Mr. David Waterhouse, were the unfortunate copyhold tenants of the Manor of Airmyn, who were being ruthlessly exploited by the gentleman who compared himself to the Apostle Paul. The dispute between the tenants of Airmyn (near Snaith), and David and Stephen Waterhouse, Robert Hemingway, and Bryan Crowther was settled at last, we are told, by the arbitration of Sir Arthur Ingram. Mr. Walker says that a moiety of the Manor of Airmyn was conveyed to Sir Edw. Waterhouse.

This is not clear to me. Arthur Ingram seems to have become, somehow or other, possessed of the whole.

SHIBDEN HALL.

Return we to Shibden Hall. On the 17th November, 1607, we find that Mr. Samuel Armytage, citizen and girlder of London, to whom, as we have already related, Sir Edward had live-gaged the Hall and the estate, let the same to Caleb Waterhouse, described as of Shibden Hall, of which he had already, but at what precise date we know not, become the occupier. The lease was for a term of nine years, and the rent of the hall and that of other messuages and lauds that went with it, was £30, to be paid to the said Samuel Armytage at his now mansion house, "called by the sign of the Rose and Crowne, situate and being on London Bridge." The tenant, Caleb Waterhouse, among other covenants in his lease, covenanted "to repair, fence, and maintain all the premises."

One is pleased to find that who ever at or before this time, in the absence of its owner, was living at Shibden Hall—probably Caleb Waterhouse—had sufficient influence to obtain a fairly kept road to that mansion, for, in the month of April, 1605,, at the Manor Court at Halifax, at that date, we find that John Lister [of Hull] son of John Lister, late of Halifax, deceased, leased to Jonas Waterhouse, Esqre, and to John Milner, gent., one toft and 2 closes of land called Medleyes, enclosed from the waste of Halifax Moor, with the praiseworthy purpose that an annual rent of 8d. should be paid out of the premises to the wardens of the church of Halifax, "for the use of the repair of the highway between Halifax and Shibden Hall in Southowram."

Whether Sir Edward Waterhouse was a wasteful and profligate spendthrift, or was a weak sort of individual, imposed upon and cheated by such crafty relations as were David and Jonas Waterhouse and others, is an open question.

In 1609, which was the year in which Sir Edward was bound to pay to Armytage the first instalment of the £500 loan, the latter, along with Margaret, his wife, passed, in Easter term, a fine of the estate to John Harvie, gentleman, which seems

to shew, as Armytage was apparently selling it to the latter, that the instalment money had not been paid. The next year, there was a Deed of Conveyance, and a fine passed in Trinity Term, 1611, by which the Hall, and the properties connected with it, viz.: the seven other messuages and lands, etc., were transferred and conveyed by John Harvie, gentleman, and Anne, his wife, and by Arthur Ingram, Esq., — the last-named person having, in the meantime, acquired an interest in the estate—to CALER WATERHOUSE, gentleman. The purchase money was £1,200, of which £400 had been paid before the deed was sealed, and £800, over and above the £400 paid down, was to be paid in three instalments, of which the last was to be made on the 24th June, 1612. The payments were to be made, so the deed specifies, "at the usual place of receipts and payments, calling the 'Tendringhowse,' situate in the west of the Royal Exchange in London."

The circumstance of some of the land being charged with the payment of a portion of the £40 annuity to Sir Edward's younger brothers is not mentioned in this deed, but in the deed of conveyance made the next year, 1612, when Caleb sold the estate to the widow of Bryan Crowther and her nephew, John Hemingway, it is covenanted that "the property shall be held free, especially of and from all manner of annuities, etc., whatsoever, heretofore made or granted to be issuing forth of the premises, or any part thereof, by Robert Waterhouse, late of the city of York, Esquire, unto the use of any of his younger children." Was this omission in Sir Arthur's deed to Caleb Waterhouse an intentional one?

Thus ended the connection of the most important branch of the Waterhouse family with Shibden Hall, for Caleb belonged to quite a different offshoot thereof.

Sir Edward's family had owned the property 89 years—1522 to 1611—and they left behind them palpable and still-lasting signs of their ownership in the stained-glass of the house-body window, in which their armorial bearings and motto, "Veritas liberabit, super omnia vincit veritas," still remain.

It was doubtless, also, during their occupation of the house that the stone-gabled addition on the

north side was erected, consisting of a buttery, with a spacious half-underground cellar below it, and a large chamber above.

Before we proceed further with the history of the house, I think it befitting we should trace the tragic story of the life of Sir Edward after he had parted with his Shibden and Halifax inheritance.

It appears that, besides Shibden Hall and the seven farms belonging to it, there was other property of Sir Edward's in Southowram upon which Samuel Armytage had a lien, but which, somehow or other, Sir Edward, or David Waterhouse for him, had managed to redeem, for in February, 1610, Sir Edward, Mr. David Waterhouse, and Mr. John Bullock sold to Arthur Ingram two walk or fulling mills in Southowram, one of them now, or late, in the tenure of Richard Sheppard, and the other of Edward Lilly (hence Lilly-lane), and a water corn-mill in the occupation now, or late, of the said Sir Edward Waterhouse, with dams, water-courses, etc., and all other lands in Southowram which David Waterhouse, we are informed, had purchased of Samuel Armytage.

These mills were excepted and reserved in the deeds of sale of the Shibden Hall estate by Arthur Ingram and John Harvie to Caleb Waterhouse, along with the roads to the said mills belonging, and the brooks, goits, etc., running through the close called Little Milne Holme and the two streams called Shibden Brook and Halifax Brook. Also, in passing, one may note, too, that in the sale of the hall to Caleb Waterhouse there were reserved by the vendors twenty timber trees, which had been granted to Daniel Foxcroft, Robert Exley, and John Fayrbanck for the repair of mills and houses demised to them, which trees were growing upon the lands belonging to the capital messuage called Shibden Hall. The trees were to be felled as they should be required, but the number not to exceed four trees in any one year.

From the Close Rolls it appears that Sir Edward, in July, 1609, out of some of the moneys received through the sale of his Halifax property, settled an annuity of £300 on Mistress Anne Barker, the mother of his wife, Lady Abigail. This took the form of a rent charge, which he had purchased from Sir Henry Ayscough, of Blyburgh, co. Lincoln, Sir Henry entering into a bond, on the 21st July, to

warrant his performance (under a penalty of 4,000 marks) of an Indenture made on the 18th of the same month, between him, Sir Henry, on one part, and Sir Edward Waterhouse, Dame Abigail his wife, and Anne Barker, of London, widow, of the other part.

This was one of the annuities which, as we have noticed, Richard Waterhouse, Sir Edward's brother, complained of Lady Abigail having instigated her husband to purchase, to the detriment of his own brothers.

It will, perhaps, be remembered that, in the beginning of this paper, reference was made to the intrigues of Sir Edward's cousin, Mr. Jonas Waterhouse, and the manner in which "he dealt with David Waterhouse to get him to purchase, in the name of his then young ward, a fulling mill and other property in Halifax, and how David, not having seen to it that the property was legally conveyed, much trouble arose, and a suit in Chancery occurred, by which Sir Edward endeavoured to obtain satisfaction from Jonas and those who were connected with him. Sir Edward, although the mill, etc., was his property, had had to pay £13 a year to Toby Waterhouse, brother of the said Jonas in regard to it.

When the Manor of Halifax was sold to Sir Arthur Ingram, by David and Edward, the latter found—he affirms—that it was intended to include this property in the sale of the Manor. The mill estate had then become vested, somehow or other, in Robert Waterhouse, Jonas's eldest brother, and Sir Edward and David were forced—we are told—to use means that this Robert Waterhouse should assure the property to Sir Arthur Ingram. This Robert refused to do, unless Sir Edward Waterhouse entered bond to pay £20 yearly to Margaret Waterhouse, mother of Jonas, for her life. So as the time was short for the completion of the purchase of the Manor of Halifax, that purchase having to be made by a certain date, under the risk of forfeiting £12,000, secured by penal bonds, Sir Edward was compelled to enter into a bond with Margaret Waterhouse to pay her £20 for life. Moreover, he was, he tells us, prevented from seeking relief in the Court of Chancery, by the hindrance and opposition to his doing so offered by his uncle, David Waterhouse.

SIR ARTHUR INGRAM.

The character of Arthur, afterwards Sir Arthur Ingram, for a short time owner of Shibden Hall, and purchaser of the Manor of Halifax, is not a flattering one, if we are to believe, among others, one Dr. Thomas Birch [Birch MS. 60, Brit. Mus.]. This writer says that Ingram "was a rich merchant in London, and of an over-grown estate; purchased much; and his way was to pay one the one-half down fairly and fully, but the second half by a Chancery Bill; that is, he would find some flaw, some incumbrance or other, to baulk the second payment, and so call the seller into and hold him in the Court of Chancery." His proceedings in regard to the purchase of the Manor of Halifax quite bear out this character of him. From a Chancery Bill, dated in 1638, long after the period we are now dealing with, brought by David Waterhouse, Sir Edward's uncle, against Sir Arthur Ingram, we learn—at least so David tells us—that when, in the sixth year of King James, the Manor, which he had previously purchased of Sir Edw. Waterhouse, was sold by him to Sir Arthur Ingram and his trustees, William Ingram, D.L., brother of Sir Arthur, and Richard Goldthorpe (Sir Arthur's father-in-law), it was agreed that Sir Arthur or his trustees should within a year accept as part of the purchase certain moors and waste grounds, parcel of the manor, lying near the towns of Halifax and Heptonstall, known as the moors or wastes of those places, containing about 5,000 acres. It was also agreed that £1,000 of the purchase money to be paid by Waterhouse should be abated to Sir Arthur and his trustees, if they should within the year refuse to take over the said moors and wastes, and re-assure them to David Waterhouse and to his brother, Sir Edward. Sir Arthur did not avail himself of his option to take over the moors, and was duly abated the £1,000 of the purchase money.

Sir Arthur then and his trustees ought to have re-assured, re-conveyed, these moors to David and Sir Edward Waterhouse, who were to enjoy them jointly for their joint lives, and take the issues and profits of them.

In spite of numerous requests made to him, Sir Arthur refused to carry out this bargain, and he, or others claiming under him, had taken, during 28 years, the profits, and raised great sums of money

by making grants from the wastes to the tenants of the manor.

In his Answer to this Bill, Sir Arthur Ingram admits that it was agreed that, if he declined to retain and keep such of the moors and waste grounds in the township of Heptonstall—not Halifax—as were then unenclosed and undemised, and for which no rent was then received by the Lord of the Manor of Halifax or Heptonstall, that he, Sir Arthur, was to re-convey the said moors, etc., to Sir Edward and to David Waterhouse. This Sir Arthur, in his answer, says he has done, and that if the re-conveyance be not a sufficient one he is ready to make another that shall be so.

David Waterhouse, in his Bill, claimed that there was £625 of the purchase money for the Manor still due to him. Moreover, for the greater part of 28 years David Waterhouse says, in his Bill, that he had been “a prisoner,” and in great want, Sir Arthur Ingram having kept back this sum of £625 from him. In answer to this, Sir Arthur asserted that there had been an agreement that, if the reconveyance of the unenclosed moors was made to Sir Edward and David Waterhouse, that it should be lawful for him to retain the sum of £500, parcel of the £625 claimed by David. He denies that he has received any profits out of the wastes, and believes that such profits have been received by Sir Edward, or David himself.

Sir Arthur winds up his Answer by declaring that the Lord Chief Justice of the King's Bench, to whom the case had been referred by the Archbishop of Canterbury and the Bishop of London, then Lord High Treasurer of England, had “declared that Sir Arthur Ingram had made a reconveyance of the Moors, etc., and was not in arrear with the pretended debt of £625.

It appears from Sir Arthur's Answer that, in Lent, or Easter, 1638, David had “preferred a petition to the King against Sir Arthur, touching these matters, and that the King had referred the case to the Archbishop of Canterbury and Bishop of London, who passed it on—if Sir Arthur tells true—to the Lord Chief Justice. One wonders if it was settled by the Lord Chief Justice how David had it in his power after this to raise the affair again in the Court of Chancery.

But in this, apparently, last effort of his, he was joined in his Bill of Complaint by one William Moore, of Chenham, co. Southampton, clothier, a creditor of David's, for "divers great sums of money," who doubtless, threw good money after bad in helping David to prosecute his suit.

David Waterhouse's career, and that of Sir Edward, which seemed to open brilliantly, were long before their end, sad and tragic ones.

HALIFAX MOOR.

Regarding the moors and the enclosures of them, we have some rather interesting particulars in the Proceedings in a suit in the Court of Chancery, in October, 1610, brought by Richard Lawe, of Halifax, plaintiff, against William Ingram and Richard Golthorpe, the trustees of Sir Arthur Ingram, and by Arthur Ingram himself.

Richard Lawe was a copyholder of the Manor of Halifax, and held divers messuages, tenements, cottages, lands, meadows, and pastures therein, described as being "ancient copyhold land, time without memory of man." He also held some copyhold lands in right of his late wife Jane for his life, with reversion after his death, to her daughter Isabel. In his Bill, he recites the history of the manor from the time it was owned by the Prior and Monks of Lewes down to its then possessor, Arthur Ingram.

He tells us that in the Manor of Halifax there was one moor or common, commonly called Halifax Moor, adjoining the town of Halifax, and lying by west of the said town, and that, so much thereof as yet remaineth unenclosed, is so barren and unfruitful, that it is not worth two pence the acre by the year, naturally being nothing but short heath moss and stones, and almost no grass in any part of the same. Each of the Waterhouses, as successive owners, had granted parcels of the ground of the moor to divers of their ancient copyholders of the Manor, and had also made grants to divers and sundry other poor people there dwelling within the Manor, reserving a rent of 4d. an acre [a year] payable to themselves. Thereby they had augmented the rents of that Manor to a good value. The persons to whom grants had been made had bestowed great charges and expenses thereupon, as

well as in erecting and building certain houses and edifices thereon, as also in enclosing, breaking up, stubbing, dressing, and manuring of the same; and, thereby, by their continual labour and industry, have brought the same barren and unfruitful moor—so much thereof as is now enclosed—to a good state of tillage, fit either for grass or corn (viz., oats only and not any other grain), whereby the inhabitants of Halifax are much better provided for hay and corn than their ancestors were in former times.

Richard Lawe avers, and hopes to prove, that the stubbing, walling, dressing, and manuring of any one acre of that moor will lie in more money costs, and charges, than a man may buy the inheritance of any ordinary acre of land elsewhere in other places.

Robert Waterhouse and John, his son, who first of their family owned the manor, and Robt. Waterhouse, Esqre., counsellor at law, son of John, and Sir Edward Waterhouse, son and heir of last-mentioned Robert, “cherished,”—so Lawe tells—“aided, and assisted all persons who would take any part of the said barren moor, and who brought it into tillage and husbandry, and suffered them, quietly and lovingly, to enjoy the same in the same manner as they did their ancient copyhold land.

“By reason of this good usage, and especially by the great favour that Robert Waterhouse, Esq., bore to the town of Halifax, and especially to such as by their industry and pains could reduce the said land to a state of good fertility, many persons were moved to make enclosures, and the great increase of people residing within the town drew others to take yearly new grants, in such sort as scarcely one-fourth part of the said moor lieth now open and unenclosed. The Watchhouses were always ready to grant portions of the moor for enclosure purposes, for the better relief and sustentation of the persons who took them, all or most of them living by the trade of clothing. By that means the said trade was much increased, and many poor families maintained, to the great good of the Commonwealth, and relief of many poor inhabitants there, which otherwise would have followed idleness and a bad course of life. Within the

compass of these 40 or 50 years last past, or thereabouts, more than three hundred new houses have been builded upon the said new improvements, and taken by Copy of Court Roll."

Richard Lawe had taken a piece of rough unenclosed land near his copyhold, 3 roods large, and erected a dwelling-house, a barn, and other buildings thereon, which had cost him £120 at the least. This land he had taken with the consent of the former Lord of the Manor, in the customary way, and paid the rents regularly due for it.

But Arthur Ingram was endeavouring to raise money by changing copyhold land into freehold, and was bringing much pressure to bear upon the tenants to enfranchise their holdings at—we are told—exorbitant terms. Lawe was willing to become a freeholder, at a reasonable price, and had made divers offers, as others had done, to Ingram, which he had refused.

Arthur Ingram had then made a lease of Lawe's holding to one Thomas Broughe, on the pretence that Lawe's estate in the enclosure was not good in law, thinking that Lawe would be forced to make some composition, however unreasonable, rather than hazard the loss of the lands and buildings.

Lawe winds up by praying for an Injunction.

Arthur Ingram, in his Answer, says that his rates of enfranchisement are reasonable, four years' rent for the old copyhold lands, and six years for land lately enclosed. "Many of the tenants have accepted the six years' composition, and so would the residue, had not complainant Lawe endeavoured to interrupt that quiet agreement," and he refers himself to the judgment of the Court as to whether or not he has tried to exact any excessive prices from copyholders and other pretended tenants of the Manor. After-events shew that Arthur Ingram was largely successful in his enfranchisement scheme. He was not the son of a shrewd linen draper for nothing, and he brought business and commercial instincts and habits into play in dealing with old feudal and poorly remunerative institutions.

But, I think, one ought now to return from this digression, and pursue the story of Sir Edward Waterhouse after he sold Shibden Hall and the Manor of Halifax

THE DEBACLE.

We have heard how Sir Edward Waterhouse, in his Bill in Chancery, 1622, complained of his having been hindered by his uncle David from seeking relief in the Court of Chancery for a wrong which he alleged had been done to him by Jonas and Robert Waterhouse, his cousins, by reason of which, when the manor of Halifax was sold to Sir Athur Ingram, certain property belonging to him was improperly included in the sale; the consequence being that he had to pay an annuity of £20 to Margaret Waterhouse, mother of Jonas, for her life. In this Bill of Complaint he tells us that he was, in February, 1611-12, intending "to travel in foreign parts for improving his knowledge," but this intention was not realised—"he never," so he informs us, "undertook the travel." Difficulties, of which, doubtless, the want of money was the greatest, evidently prevented him from going abroad.

In 1614 his troubles were coming, or rather had come, to a head. He had parted, apparently, with all his property in Halifax, and he and his wife, Dame Abigail, were living upon the annuities that she and her mother had secured out of the general wreck. Sir Arthur Ingram, following his usual method, had found flaws in several of the conveyances made to him by Sir Edward, and the usual Chancery suits followed, which more than ever impoverished his victim. In July, 1614, Sir Edward appears to have been made a bankrupt, and was outlawed—as the process then was—in consequence. His uncle, David, shared, at the same time, the same fate, and a grant of the outlawries of both of them was then made to John Sotherton, Baron of the Exchequer, until the creditors for whom the Baron was security had been paid, and he freed from the Bonds. The surplus was to remain to the King.

Francis Bacon, the Attorney-General, afterwards Lord Bacon of St. Alban's, in a letter addressed to King James, enclosing the grant of the Outlawries to Baron Sotherton, writes thus:—

"It may please your excellent Majesty.

"This Bill containeth your Majesty's Grant to John Sotherton, one of the Barons of your Majesty's Exchequer, of the benefit of the out-

lawries of David Waterhouse, and Sir Edward Waterhouse, for whom he stands deeply engaged, so far forth as he be secured of his engagements and the true creditors paid.

“With a reservatio to your Majesty of the surplusage of the benefit that shall be made thereby, he being secured and all the creditors satisfied, and a reference to the Exchequer Chamber for mitigation or moderation.

FR. BACON.”

The “Bill” recites that David Waterhouse, of the Inner Temple, and Sir Edward Waterhouse, Knt., his nephew, stand outlawed, as well after as before judgment in divers personal actions, by reason of which all their property, real and personal, ought to be forfeited and appertain to the King. The King is informed that the said David and Sir Edward, at the time of the promulgation of their outlawries, stood indebted by bond to divers persons, and with intent to defraud such persons, and with intent to defraud such creditors, have secretly conveyed away their estates, which were very great, in trust to others for, as supposed, their own use; either wholly to defraud their creditors, or to lay the whole charge of their debts upon their sureties, contrary to all equity, they themselves being well able to pay the same.

The King grants to John Sotherton, in order to relieve him from hazard, all and singular sum and sums of money, jewels, plate, household stuff, goods and chattels, real and personal, leases, debts, duties, etc., which were the said David Waterhouse’s or Sir Edward’s.”

I am afraid that we may trace in this matter of the outlawry of Sir Edward the hand of Sir Arthur Ingram, who had been knighted the previous year, and in, or about, March of this year, 1614, had been made Chamberlain of the King’s household, having vastly ingratiated himself in His Majesty’s favour.

John Chamberlain, Esqre., writing to Sir Dudley Carleton on March 2nd, 1614, thus speaks of this promotion:—“I had almost forgotten our greatest news. Sir Arthur Ingram was sworn Chamberlain of the King’s household, which was carried so close that it was not recited until the last moment . . . Say what the officers in the Court would,

he was sworn, in the presence of the Lord Treasurer, Admiral Chamberlain; Knollys and Wotton having agreed with old Sir [Thomas] Verney to resign his place to him in consideration of £1,500 ready money, £600 a year during his life, and £200 a year to his wife, after his death. . . .

All the officers in Court, even to the Black Guard [loose and lewd fellows, who followed the Court] seemed to take it to heart that such an indignity should be offered, and such scandalous fellow set over them, as they point him out to be."

Not a pretty portrait of the new Lord of the Manor of Halifax

FIFTEEN YEARS IN THE FLEET PRISON.

David Waterhouse appears, on the occasion of his outlawry, to have been imprisoned in the Fleet Prison, where, according to his own statement, he passed some 15 years in great misery. We do not hear that Sir Edward was imprisoned also, but probably, at any rate, for some time he was. If so, it would seem he was released; for five years later, in April, 1619, from certain Star Chamber proceedings, we learn that he had again been outlawed, for one "Saltmarsh, an Under-Sheriff of Yorkshire, and six bailiffs were fined by the court" for using violence and other misdemeanours towards the Lady Waterhouse in executing a [writ of] 'Capias utlegatum' upon her husband, Sir Edward Waterhouse; and Keeling, the procurer of this arrest, was also fined. The execution was declared good, but the manner unlawful. Force is not to be used—the court ruled—but in case of resistance.

Possibly, these proceedings took place at Lythe, near Whitby, whither Sir Edward and his wife, when harassed by duns, bums, and other obnoxious people in London, sometimes retired. Also Sir Edward and Lady Abigail had a pecuniary interest in the Rectory and the tithes there. That it was Sir Edward's habit to seek comparative quiet at Lythe we learn from the Bill in the Court of Chancery laid against her by her husband's younger brother, Richard Waterhouse.

It seems that Sir Edward had lodged a Bill in the Star Chamber, complaining of Saltmarsh, the under sheriff, entering his house violently in the

night time, to exact payment of a bond entered into by David Waterhouse [Hobart's Reports].

Hence, the fine laid upon Saltmarsh and the bailiffs for their violent conduct.

Keeling, who is named the "procurer of the arrest," and who was also fined, was evidently Keeling, Master of the Crown Office, who had married Alice, sister of Sir Edward's unfriendly cousin, Jonas Waterhouse.

The outlawry of Sir Edward Waterhouse, and the extreme measures used by Baron Sotherton to realise the bankrupt's estate, seem to have reacted painfully upon other unfortunate people. Among the House of Lords MSS. we find a Petition [undated] to the "Honourable House of Commons" by Dorothy Shaw, widow, the sister and executrix of Thomas Lightwood. From this we learn that her brother had had a mortgage interest of £485 charged on the lands of Sir Jerman Poole, in the county of Lincoln. By certain decrees in the Court of Common Pleas the petitioner's brother had been put into possession of a moiety of Sir Jerman Poole's estate. Thereupon "Sir Edward Waterhouse"—according to Dorothy Shaw's statement—"or rather Dame Waterhouse, his wife, by colour of a grant to Sir Edward," aided by Baron Sotherton, who, of course, was an interested party, brought suits first in the Court of Wards and, secondly, in the Court of Exchequer, against Mistress Shaw's brother. The consequence was that a "Writ of Seizure" was issued, and "went down upon the said lands." Shortly after this, Dorothy Shaw's brother, Thomas Lightwood, died, "leaving many debts to pay." His sister and executrix, Dorothy, in her petition to the House of Commons complains of not being able to obtain justice in Baron Sotherton's "own court" of the Exchequer, and alleges "great oppressings that were done by colour of His Majesty's title of Outlawry of the said Sir Edward Waterhouse." The object, we are told, aimed at by Baron Sotherton and Dame Waterhouse was the gaining "to themselves of the benefit of a 'sleeping recognizance' of £400, made in the 9th of James [1611-12] to the use of the said Edward Waterhouse, himself, who is the person outlawed."

This Recognizance, Mistress Shaw declares, was only of the nature of a Bond "to perform a covenant contained in a pair of Indentures, on the part of one Sir Charles Manners, knight, for whom the said Sir Jerman is but a servant." Nor does it appear that the covenant has been unperformed or broken, and no penny of benefit whatever can come to His Majesty therefrom.

Dorothy Shaw is hopeless about securing any justice in the Exchequer Court, and is not able to get "any counsel to stick unto her," through, apparently, the evil influence of Baron Sotherton. This being so, she is likely to lose "the most part of her present estate or livelihood, unless your Honourable Assembly (i.e., the House of Commons) out of the vigilant care you have ever of the good of His Majesty's subjects, speedily help to redress the wrongs and grievances of your poor petitioner.

"Most humbly beseeching your Honourables for aid to help her in these straits, she humbly remains your poor petitioner,

[Signed] DOROTHIE SHAWE, Widow."

The date of this petition seems, from internal evidence, to be in or about the year 1621, but whether or not the House of Commons favourably received the widow's appeal I have not been able to ascertain.

In 1622, Sir Edward seems to have had sufficient money to commence a Chancery suit against Sir Robert Munson, in connection with the Rectory of Lythe. We have had occasion to quote extracts from this Bill already. Sir Edward apparently brings a charge of breach of trust against Sir Robert, in connection with the annuities payable out of the Rectory to Margaret, mother of Jonas Waterhouse, and to Jane, Sir Edward's mother, who was now married to Mr. Gervase Rayney. Sir Edward prays, at the end of his Bill, that writs of subpoena may be served on Sir Robert Munson, Margaret Waterhouse, Robert Waterhouse, Jonas Lewes, Hierome and Toby Waterhouse—sons of Gregory Waterhouse, of Siddal—commanding them all to appear and answer his Bill. In the year 1623, also, in July, Sir Edward was sued along with Baron Sotherton, in the Exchequer Court by Stephen Waterhouse, brother of David

regarding a debt of £700 owing to him (Stephen) by David Waterhouse, and incurred in 1608, in satisfaction of which an annuity of £34 had been arranged. The Court ordered that Baron Sotherton should pay to Stephen Waterhouse £340, ten years' arrears of the annuity of £34, in three instalments, the payments to be made at the Middle Temple Hall. Sir Edward Waterhouse, the other defendant, was absolutely dismissed and discharged from any payment, because no proof was made that he received any moneys due to the plaintiff, as aforesaid.

Sir Edward Waterhouse, we find, continued as well as his scanty means afforded, a bitter legal warfare with his supplanter, Sir Arthur Ingram, and among the House of Lords MSS. we find the following *Petition addressed by him to the House of Lords*, dated 23rd February, 1625-6.

“To the Right Honourable the Lords Spiritual and Temporal, in the High Court of Parliament assembled.

“The humble *Petition of Sir Edward Waterhouse, Knt.*, humbly shewing :

That the petitioner exhibited his petition the last Parliament of our late Sovereign Lord King James of blessed memory into this Honourable House against Sir Arthur Ingram, Knt., and others, and there not being then time in regard of more weighty affairs and the ending of the Session for the hearing of the said cause, it was ordered (as appears by the Order hereto annexed) that Sir Arthur Ingram should answer the said petition in writing, and that the *Petition and Answer* should remain with the Clerk of this Honourable House until the next Session of Parliament. Whereupon the said Sir Arthur then made Answer, and hath hereby (among other things) offered to show forth to this Honourable Assembly (whenever the same shall be required) a Release pretended by him to be made unto him by the petitioner, the said Release being a main point of the petitioner's Complaint. And the Petitioner, by reason of the said Order, attended the last Parliament, intending then humbly to move your Lordships for the hearing of the Cause, but forbore for fear of giving offence to this Honourable Assembly in pressing a hearing in that time of so dangerous Infection,

He humbly, therefore, desires your Lordships to order the said Sir Arthur Ingram, according to his said offer, to bring in the said Release, and that your Lordships would be pleased then to proceed to proofs and the hearing of both parties, and to such a final determination of the said cause as in Equity and Justice shall seem fit to your Honours. And your petitioner shall daily pray, etc.

WATERHOUSE."

"28th May, 1624.—The Lords' Committee think fit that Sir Arthur Ingram do answer this petition in writing, and that this Petition and Answer remain with the Clerk of this House until the next Session of Parliament.

HENRY ELLINGE, Clerk of Parliament.

[Endorsed] Sir Edward Waterhouse Petition, per Lord Russell."

We hear no more of Sir Edward Waterhouse in Courts of Law, or elsewhere, until May, 1631, when Richard Waterhouse, his younger brother, then described as of Kinsley—he styles himself "sole brother and heir of Sir Edward Waterhouse, late of Lythe—brought a suit against Sir Edward's widow, Dame Abigail, in the Court of Chancery. We do not know the exact date of the unfortunate knight's death. It is stated in some Chancery proceedings instituted by his brother Richard Waterhouse against Dame Abigail and others in the year 1631, that this Lady Waterhouse had "enforced the said Sir Edward Waterhouse, her husband, for his own peace and health, or for want of any longer patience from his cohabitation with her [to leave] his ordinary mansion house in Chancery-lane, in Middlesex, where he left her," and go "into another far remote house of his at Lythe, in the County of York, where for many months he languished in continual peril of death, while she herself continued in and about the city of London without any fitting sense of such his peril of death."

DEATH OF SIR EDWARD WATERHOUSE.

It appears, from Richard Waterhouse's Bill, that, during his absence from London at Lythe, Sir Edward died in September, 1630, "and was there buried by such of his kindred and friends as during such his absence from London, in the last part of his life, were enforced to take care of him." Such

was the sad end of the sometime owner of Shibden Hall, and of the Manor of Halifax. His widow, Dame Abigail, shortly after Sir Edward's death, married another husband in the person of one William Fairfax, of London. She and her second husband lived in the parish of St. James', Clerkenwell. We have learned from the Chancery Bill, just quoted, that Sir Edward, when in London, dwelt in Chancery-lane, a place that had in its name the flavour of the Court wherein he was concerned as plaintiff or defendant in so many causes.

Richard Waterhouse, Sir Edward's brother, had survived, as we notice, his two brothers, John and Robert. In fact, John seems to have died not very long after his father, Robert's death. Robert, the second son, we are told by his brother Richard, "not many years since fell into extreme melancholy and distraction of mind, and many years [so] continued, and, at last, about two years since—that would be 1629—died in such "distraction." Robert's insanity, for such it really was, is imputed by Richard to Dame Abigail and Sir Edward Waterhouse's heartliness, in disposing of the latter's inheritance to the utter undoing of his brothers' means of support and maintenance. This, of course, is an ex parte statement, and must be accepted as such.

Sir Edward seems to have been much influenced and misled by his Uncle David.

This gentleman survived many years longer, living in very lowly circumstances.

There is a letter (Domestic Series, 155) extant, addressed, 12th December, 1623, "To my much esteemed and loving friend David Waterhouse, Esqre., the Fleet," written by one Henry Belt, advising David Waterhouse how to apply for a place in the Charter House, "who can shew good reasons and cause of a decayed estate, although not a soldier; there are very few such." The King's letter or the Prince's should be secured.

The King's letter was obtained, and runs thus:

"Whereas David Waterhouse, a poor gentleman, aged about 60 years, a widower, charged with eleven children, is by suretyship and other rather errors than faults, fallen into an extreme decay in his estate, these are to require you, towards his

relief, to confer upon him the next immediate place of a poor brother in our Hospital at Charterhouse, London, which shall fall by death or otherwise, he being (as we are informed) a subject every way capable of the charity of that foundation."

To the Lord Archbishop of Canterbury, the Lords and others, the Governors of our Hospital at Charterhouse, London, founded by Tho. Sutton, Esquire."

Dec., 1623.

Endorsed:—

"David Waterhouse, for a room in the Charterhouse."

We suppose that he obtained this room.

Mr. Hunter, in his "South Yorkshire," tells us that, in this same year, 1623, David Waterhouse had been censured in Parliament for penning a scandalous Petition, but that the Fine imposed upon him, amounting to £500, was afterwards remitted. (* See appendix.)

THE FLEET PRISON.

In 1635 the abuses of the Fleet Prison were a subject of state investigation, and commissioners were appointed, who held a meeting on May 16th to enquire into the allegations made by prisoners. David Waterhouse and others were examined, who deposed to the fabrication of "day writs of habeas corpus," under which prisoners were permitted by the Warden and those who had charge of them to leave the prison. The Commissioners, after holding this Enquiry, reported that Waterhouse and the other witnesses were men notoriously of infamous life, and of no credit, and that no charge of misconduct had been proved.

In the "Wilson MSS.," in regard to this matter, there is preserved the following document referring to this matter, which shews that Mr. David Waterhouse, was not only a witness, but had been appointed one of the arbitrators in a dispute between those who farmed the profits made out of the unfortunate prisoners confined in the Fleet. It is headed thus:—

"To the Rt. Honble. Sir Francis Bacon, Knight, Lord Keeper of the Great Seal—

"The humble Petition of Sir Henry Slingsbie and Sir Richard Ogle, Knights, David Waterhouse, Esqr., and Maurice Lowelin, Gentleman.

Alexander Harris, it appears from the Petition, had laid a complaint to the King against John Wilkinson, "his partner in the profits of the Fleet," and, among other things, had "most scandalously, maliciously, and untruly suggested" that the Petitioners who had been chosen "to arbitrate all differences touching the account of the profits of the Fleet, between the said Wilkinson and Harris," had for "bribes, gifts, and other immunities" endeavoured to take away from Harris "many hundred pounds," and by "sundry lies and speeches" otherwise abused the petitioners, and questioned the honesty and fairness of their arbitration.

"They pray that the examination of their proceedings may be reserved to Mr. Edwards, and some auditor," etc.

There is no date to the above document; and it may have preceded the report of the Commissioners, dated 16th May; but I think it more likely that it was subsequent thereto.

The state of the poor prisoners in the Fleet was a crying disgrace, and it was not until 1727 that any effectual steps were taken to improve the lot of the unfortunate persons confined within it. The first document apparently, in order of time, that gives us any accurate idea of the conditions of the prison, is a complaint of the prisoners, in 1586, to the Lords of the Council. They state therein that the warden had let the victualling and lodging of the prisoners to two "very poor men," who, having "neither land nor any trade to live by, nor any certain wages of the said warden," and being "also greedy of gain, lived by bribery and extortion."

On the 11th October, 1638, David Waterhouse filed his Petition in the Court of Chancery, addressed: "To the Right Honourable Thomas, Lord Coventry, Lord Keeper of the Great Seal of England." In this he was joined by William Moore, a clothier, of Chinham, co. Southampton, a creditor of David's, "for divers great sums of money," who became a party to the Petition. This matter has already been alluded to in the course of this paper. It related, as will be remembered, to the purchase by Sir

Arthur Ingram, of the moors in Heptonstall, and Waterhouse alleged that Sir Arthur had wrongfully detained from him £625. It seems that a previous suit had occurred between Waterhouse and Ingram, in the year 1625, and that Sir Arthur to the plaintiff's Bill had "put in a plea and demurrer, which bill, plea, and demurrer" were "still undetermined." Sir Arthur, in his Answer, also states that the Lord Chief Justice of the King's Bench, to whom the matter was referred, had declared that he, the defendant, "had made a re-assurance of the moors and wastes, and was not in arrear for the pretended debt of £625." Evidently the case went, as usual, in favour of Sir Arthur Ingram.

The date of David's death has not yet been discovered by me. Mr. Hunter, in his "South Yorkshire," says that he married Elizabeth, daughter of Thomas Craine, by whom he had several children. His story, and that of his nephew, Sir Edward, was sad and tragic. Spelman, in his "History of Sacrilege," might have had justification, perhaps, to include their names in his book as awful examples of the fates that befell those who, like the Waterhouses, had made fortunes out of the confiscated estates of the old Abbays.

RICHARD WATERHOUSE was—as he has told us—the sole brother and heir of Sir Edward, but seems to have inherited nothing at all, save and except an everlasting dispute with Sir Arthur Ingram, about the annuity of £40, etc., due to him for life, under his father's will, wherewith Brigge fulling mill, the Crawell-shawes, and other manorial property, were charged. He bravely and obstinately fought, as he tells us, for 17 years the battle of himself and family against the Temple Newsam knight and other foes.

In 1626 he had a suit in Chancery, re the £40 annuity against Sir Arthur Ingram, on which occasion some very interesting depositions of witnesses were taken at Halifax, by the Commissioners, who heard the evidence, viz. Richard Sunderland, Esqre, Daniel Foxcroft, and Robert Deane, gentlemen, and Nicholas Brodeley, clerk.

In 1627, November 12th, we find a letter, among the Temple Newsam MSS., written by John Smithson, who farmed the Manor Mills, under Sir

Arthur, and who resided at the Multure Hall, relating to the alleged misdoings of Mr. Richard Waterhouse.

“He much”—writes John Smithson to Sir Arthur Ingram—“inveigheth against Sir Hubald Thalwell [Eubule Thelwall] one of the Masters of the Chancery, about falsifying a report, and saith that he [the Master] is a most corrupt, dishonest, and a vile fellow; and [he] braggeth that he told him that if ever there were a Parliament he would have him upon his stage for his unjust dealing.” [Hist. MSS. Report.—Temple Newsam.]

So it would appear that in his 1626 Chancery suit Richard was unsuccessful.

In 1631 he sued, in the same Court, Dame Abigail, the widow of his brother, Sir Edward, with what result we do not learn.

He was disastrously defeated in the Court of the Star Chamber in 1632-3, in another cause against Sir Arthur Ingram, and that notorious Court sentenced him, for libelling Sir Arthur, to pay £100 to King Charles, £500 damages to Sir Arthur, and make public and open confession of his offence, in the Assize Court at York, and

ON THE GIBBET SCAFFOLD, in Halifax.

The next notice we have of Richard is contained in a petition of Sir Arthur Ingram, praying that the “Lord Keeper may be directed to award an extent upon the estate of Richard Waterhouse, against whom the petitioner had obtained damages in the Star Chamber—the £500 just mentioned—and who, ever since, hath kept himself so close that he cannot be attached.”

An extent was a writ of commission issued to the Sheriff to value estates, in this case for the purpose of levying the damages awarded by the Star Chamber. The last appearance of Richard Waterhouse is in 1651, when he gave to Thomas Lister, of Shibden Hall, this acquittance, of which the original is still at Shibden.

It evidently relates to the £40 annuity with which Robert Waterhouse had charged portions of the manor in favour of his three younger sons, John, Robert, and Richard, of whom the last was, long before 1651, the only survivor.

“The first day of July, 1651, know all men by these presents that whereas I, Richard Waterhouse, of Lythe, in the county of York, Esquire, am seised of a rent charge, during the term of my natural life of and in one annuity or rent charge of forty pounds by annum yearly issuing out of the Manor of Halifax, for and towards the payment whereof the lands of Thomas Lister, of Shibden Hall, in the said County, gent., are chargeable, the arrear whereof I have acquitted unto the said Thomas Lister until this day by a writing under my hand and seal; and I do hereby further declare that for so much of the said rent, as shall happen to be hereafter arrear, I do hereby promise to forbear to make any distress for the same upon the lands of the said Mr. Lister in case there be any other distress to be had upon the lands liable thereto, or that I can have any other remedy for the same arrears against any other person chargeable therewith.

[Signed] RICH. WATERHOUSE.

[Seal.]

Scaled and delivered
in the presence of

ROBERT FRANK.

JNO JENKINS.

M. WILKINSON.

Richard Waterhouse, may or may not have been married, but there is no evidence, so far, of his having had either wife or children.

So pass from the scene, after having played their not very glorious parts, Sir Edward, his brother Richard, and their uncle, David Waterhouse. Of the three Richard seems to have been the least unfortunate.

Lady Waterhouse died in or about the year 1638, for, on the 17th April of that year, administration of her goods was granted to her second husband, William Fairfax.

APPENDIX.

JOURNAL OF THE HOUSE OF LORDS.
III. 277.

23rd March, 1623-4.

This day David Waterhouse was brought to the Bar, according to the order of the 22nd inst.; and, for that he could not deny but that he penned the first Draught of Morley's Petition, though (as he affirmed) not with such bitter words and scandalous asperations on the Lord Keeper and the Court of Star Chamber which are therein inserted; and for that at first he did seem to avow his action therein, though, afterwards, seeing his error and acknowledging his fault, protested his hearty grief for the same and craved pardon:—

The Prisoner being withdrawn, the Lords did, by a general vote, agree to award, adjudge, and ordain the said David Waterhouse for this his great offence:—

(1) To be Prisoner in the Fleet, and debarred Pen, Ink, and Paper during the Pleasure of the House;

(2) To undergo unto our Sovereign Lord the King the fine of £500;

(3) To make his humble Submission and Acknowledgment of this his fault here at the Bar, in the Star Chamber, on the first Star Chamber Day the next term, and to the Lord Keeper.

28th May, 1624.

The Earl Marshal reported that the Lords Subcommittee for Privileges, etc., have considered of the fine of £500 imposed on David Waterhouse, now Prisoner in the Fleet, for penning the said scandalous Petition of Thomas Morley (of London, Woodmonger), and for that the said David Waterhouse hath made his humble Confession and Submission for the same, they do think it fit that the said fine of £500 imposed upon him be wholly remitted. Ordered accordingly, and also that the said David Waterhouse be discharged of his imprisonment by the House for the said offence.