# The Manor of Esher 1583-1658: A Turbulent Time

**By Chris Dawson**

*In this article Chris shares the results of his recent research into the history of the Drake family during and after their period of residence at Esher Place (then simply called Esher Manor House). Contemporary documents reveal that the two great Histories of Surrey have misled readers about the ownership of Esher's manor house and lands during the 16th and 17th centuries.*

The ordinary inhabitants of Esher around the year 1600 may well have thought that the wealthy Drake family, residents for several decades in the crenelated former Bishop's Palace beside the River Mole, were the 'Lords of the Manor[1]'. There was ample apparent evidence to support this view: notably, from 1588 to 1593 Richard Drake had hosted at Esher Place (as the grand manor house would later become known) three high-ranking Spanish prisoners, captured during the Armada sea battle. The villagers would long remember the stream of nobility passing through Esher to visit these mysterious enemies of the state. And after Richard's death, a monument (pictured on Page 1431) was set up in St George's church by his son Francis[2], who had apparently inherited Esher Place. The Drakes really did seem to be the local 'kings of the castle', and indeed numerous historical accounts (see details below) have referred to them as Lords of the Manor of Esher.

But study of the wills of both Richard and Francis, in which father and son passed on property and lands they owned in London and Walton-on-Thames, reveals that they owned little in Esher. In Richard's will, proved in January 1604, he bequeathed *'...to my wife Ursula for life the parsonage of Walton on Thames and the manor of Walton, my house in Fetter Lane, London and all these after the death of my wife to my son Francis, and she to have £500 and her jewels; residue to my son Francis, exec[utor]'*. Thirty years later, in 1634, his son Francis's will stated: *'...to my son William the pictures in the gallery at Esher at his choice with the largest hangings in the great chamber there and other furniture; I have secured to my wife on marriage £300 at my death and £20 p.a. for life and all goods she brought and £50's worth more and lease of*

[1] The medieval term 'manor' referred to a large estate, owned by a Lord of the Manor. There was usually a manor house, where either the Lord or a leaseholder 'Farmer' was resident. At Esher this house was Esher Place, while the adjacent manor of Walton-on-Thames had no manor house. (Walton Manor House, which still stands, belonged to the next-door manor of Walton Leigh.)

[2] Francis Drake of Esher Place was of course not the famous Sir Francis Drake, but he was Sir Francis's godson. Thereby hangs a tale, to be told in the book *Drake versus Drake* that will be published shortly.

*my house in Fetter Lane; to my son Francis all my estate in rectory and parsonage of Walton on Thames and West Molesey... also to Francis, exec. the manor of Walton after the death of my son William.'* These documents make clear that the Drakes were Lords of the Manor (i.e. owners) of Walton-on-Thames and its subsidiary Rectory, but not, apparently, of Esher: they had only furnishings to bequeath from their residence there.


*The Manor House of Esher (Esher Place) 1606 (adapted from Treswell's Map)*

According to both Manning and Bray (1809) and the Victoria County History (VCH) of 1911, the manor of Esher Episcopi (the name indicating its original ownership by the Bishops of Winchester[3]) had been acquired by Henry VIII in 1539 as part of the creation of his Hampton Court Chase hunting grounds, then returned to the Bishops by Queen Mary after 1553. But in 1583 the protestant Queen Elizabeth I compelled the then Bishop to surrender the manor once more to the Crown in exchange for other lands, and immediately granted it to Charles, Lord Howard of Effingham, who would later become her Lord High Admiral and command the English fleet against the Spanish Armada. The VCH states that Lord Howard *'was acting in the affair for the Queen on behalf of Richard Drake'*, to whom he *'transferred'* the property. In order, perhaps, to explain why there is no mention of the manor of Esher in Richard's or

[3] A bishop's palace had stood by the River Mole since the 13th century, the later building having been constructed by Bishop William Wayneflete in the 15th. It was a staging post on the wealthy bishops' progress between Southwark and Winchester, the two main centres of their domain. Famously, the last resident churchman was Cardinal Wolsey, who was dispossessed by Henry VIII in 1530.

Francis's will, Manning and Bray suggest *'it is possible that he [Lord Howard] sold it to Richard Drake Esq.'* and the VCH attempts a muddled explanation: *'He [Francis Drake, son of Richard] had apparently sold the manor during his lifetime, for in 1635 Sir William Russell, bart., and his wife Dorothy conveyed it to George Price.'*

It is likely that these apparent confusions over ownership, compounded later by several sale transactions in the aftermath of the Civil War, prompted the above-named George Price, in 1658, to hire a lawyer to set out the exact sequence of legal transactions concerning the manor of Esher Episcopi since 1583. This resulted in a document named "The Title of the Manor of Esher in the County of Surrey with the appurtenances", held at the Surrey History

The Tytle of the Mannor of Esher in the County of Surrey wth the appurtenances

1 19 Marcii Ao 25 Eliz: — Queene Elizabeth by letters patents under the greate Seale granted the said Mannor & premisses to Charles Lord Howard & his heires & assignes.

2 9 Aprill Ao 25 Eliz: — The said Lord Howard demised the said Mannor & premisses unto Richard Drake for the terme of threescore & one yeares wth out impeachmt of wast for the yearely Rent of [illegible] pounds.

3 30 Marcii 10 Caroli — The Lord Howard by the name of Charles Earle of Nottingham & Sr William Howard Kt Lord Howard sonne & heire apparent of the said Earle Sr Charles Howard Knt second sonne of the said Earle & Charity wife of the said Sr Charles Howard by Indre inrolled in Chancery sold & convey the said Mannor & premisses unto Henry Lovell & John Willson gent & theire heires & assignes for ever.

4 25 Novembris Ao 11 Caroli — Sr Charles Howard Knt Henry Lovell & John Willson by deed inrolled in the Chancery sell & convey the said Mannor & premisses unto Willm Russell gent & Lillipholl Russell of London marchant & theire heires & assignes for ever.

5 [illegible] Ao 4 Caroli — The said Lillipholl Russell by deed release his Interest in the said Mannor & premisses unto ye said William Russell by the name of William Russell Knight.

6 By Indentr dated 9 [illegible] 4 Caroli — Sr Willm Russell covenants to stand seized amongst other things of the Mannor of Esher from and after the marriage of Elizabeth his after taken wife to the use of himselfe & his heires untill the first begotten sonne of the body of him the said Sr William Russell on the body of her the said Eliz: to be begotten should accomplish the age of 21 yeares & imediatly from & after such first sonne should accomplish his age of 21 yeares then to the use of such first sonne & the heires of his body [illegible]

*Title history of the manor of Esher Episcopi, 1583-1658 (SHC G3/1/36)*

Centre (SHC), which is the most reliable record so far discovered of this period of the manor's history. The later historians appear to have overlooked this document, because its sequence of transactions explains the lack of references to Esher in the Drakes' wills. The document does, however, introduce some complexities and open questions of its own.

Twenty transactions are recorded, beginning on 19 March 1583, when *'Queen Elizabeth by letters patents under the great seal grants the said manor & premisses to Charles Lord Howard & his heirs & assigns'*. Three weeks later, on 9 April, Lord Howard *'demised the said manor & premisses unto Richard Drake for the term of threescore & one years without impeachment of waste for the yearly rent of four pounds'*. This was not a sale, but a lease, since to 'demise' means the transference of property or land for a specified period, in this case 61 years (to 1644) at a set rental. So Lord Howard was still legally Lord of the Manor, since this right belonged to whoever owned the manor, not to the person occupying it. In Richard Drake's case, *'without impeachment of waste'* simply meant that he had the right to (mis)use or alter the property – by, for example, cutting down timber, demolishing structures, or neglecting repairs – without being liable for causing 'waste', or damage to its value. (Normally, tenants would be sued for such actions, but with such a long lease this was probably the most practical way forward.)

This transaction meant that Richard Drake in fact became, not Lord, but 'Farmer of the Manor', in the terminology of the time. Such arrangements were quite common, particularly where great Lords owned several manors and would lease each of them to a 'Farmer'. The Farmer would usually assume the full economic risk of running the manor estate, manage all its day-to-day affairs, and be expected to pay a commercial rent for his use of the considerable asset that a typical manor represented. In this context Richard Drake's payment of £4 annually (£1200 in today's money) appears to be a token amount. He was a fellow courtier to Queen Elizabeth alongside Charles Howard, and there may well have been a (large) personal favour involved. The hunt for the original lease document continues, in order to clarify this puzzling detail.

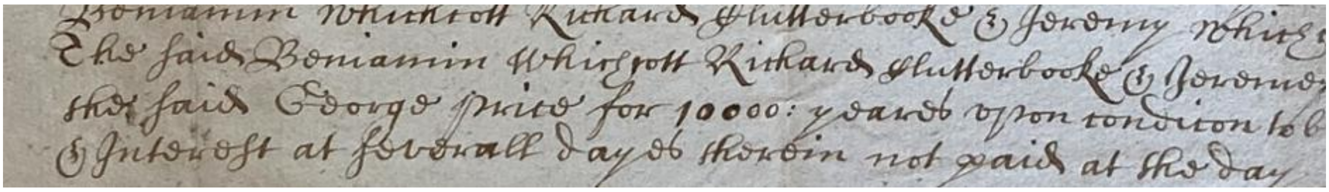
The Howard/Drake arrangement continued for thirty years until 1613, when, according to George Price's document, Charles Howard & son *'sell & convey'* the manor and premises to Henry Lovell & John Willson; then six months later these gentlemen *'sell and convey'* it again to William and Lillibet (a shortened form of Elizabeth, famously revived recently!) Russell. William Russell was a very wealthy individual: a Baronet and Director of the East India Company, and also Treasurer of the Navy. In 1629, he became sole owner of the manor of Esher, with possession assigned to his new wife, another Elizabeth, and his eldest son on his death, and in 1635 Russell and his wife *'sell'* the manor, land and premises to a 'London Merchant', George Price (as mentioned in Manning and Bray), and a *'fine'* (legal agreement) was put in place. While there is no direct evidence to suggest that Francis Drake's death the previous year had any impact on the Russells' decision to sell, or Price's decision to buy, Drake's two sons – who could have remained at Esher Place under the terms of their lease agreement – now moved elsewhere: William to Shardeloes near Amersham (his mother's ancestral home); and Francis to the Rectory of Walton-on-Thames, as per his father's will. Thus Esher Place might have been available for George Price and his family to occupy: we don't know whether they did so.


*Monument to Richard Drake (moved in 1878 to Christ Church, Esher)*

There are no further entries in the document until a flurry of activity in the 1650s, probably linked to property speculation in the aftermath of the Civil War, amid the political uncertainties of the Commonwealth. Rich city merchants like George Price had lost their wealthy customers at the royal court, were worried about their economic prospects and, in possession of large amounts of cash, sought to invest in land and property where rental returns were more secure. There was plenty of property on the market at attractive prices, much of it sequestered from royalists who themselves were now in need of finance. Thus arose a merry-go-round of land sales, leases and mortgages between 1651 and 1658, which again includes some interesting oddities.

In June 1651, a *'bargain & sale'* from George Price to Thomas Rich and William Cockayne was recorded, followed two days later by a *'release'*. This double move was now common practice, a convenient and private method of transferring land ownership that avoided a public ceremony, which meant that George Price, for whatever reason, had decided to sell the manor of Esher after

16 years. Thomas Rich was a fellow London merchant – a wine importer – and future politician and Baronet. There were then two further changes of ownership, and in 1658 yet another *'bargain and sale'* to Benjamin Whichcote, Jeremy Whichcote and Richard Clutterbooke, who the very next day *'demise the premisses to the said George Price for 10,000 years upon condition to be void upon non-payment of £6000 & interest at several days therein not paid at the day'*. So despite his 1651 sale, George Price now apparently had a revived interest in Esher.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*The lease of the manor of Esher to George Price for 10,000 years*

Examination of the Whichcotes' 1658 transaction with George Price reveals that it was not, as might be supposed, a simple 'demise' or lease to Price. Instead, it was a 'mortgage by demise', legal terminology for a transfer of property for a very long time (typically 500 or 1,000 years, but here 10,000 years) in order to secure a loan. In effect, the Whichcotes were borrowing a large amount of money (£6,000, representing the actual value of the manor) from George Price and using the lease as security, on the basis that if they paid back the principal sum plus interest at some point in the future, then the lease would cease and be void. But if they defaulted, then George Price would keep the benefit of the lease, the near-infinite term of which meant that it would preserve its value and benefits over many centuries. The complexity and long-term nature of this transaction was probably a second reason for Price's commissioning of the historical summary document: it gave him an audit trail in case of problems later – with a subsequent purchaser of the manor, for example.

The Whichcotes, Benjamin and Jeremy, were brothers who appear to have been on opposite sides during the Civil War. Benjamin was a Puritan priest and during the Commonwealth interregnum period was vice-chancellor of the University of Cambridge, and an advisor to Oliver Cromwell. Jeremy, on the other hand, had been Solicitor-General to Prince Rupert of the Rhine, the commander of the Royalist Army, and during this period of the Commonwealth purchased the post of Warden of Fleet Prison, which he used to shelter the King's supporters and agents. How these two brothers were still on speaking, let alone joint-purchasing, terms is difficult to imagine!

Why the Whichcotes needed the money that they raised from George Price, and whether or when they paid it back, is unknown; what is known, however, is that just twenty years later in 1678, every part of the old manor house of Esher would be demolished apart from the gatehouse (Wayneflete Tower, still with us today), and a new mansion would be constructed around that gatehouse by another owner, Sir Thomas Lynch.

Looking back at the period 1583 to 1658, which culminated a few years later in the loss of the original 'Esher Place', the Price document gives us a clear picture of the ownership of the manor house and lands, but not (apart from the Drakes) of who actually lived at Esher Place. We don't know whether the various owners considered it home or just a means to a financial end. Nor do we know how the wider affairs of the manor lands were managed after the Drakes left, but George Price's document, together with the two wills, makes clear that neither Richard nor Francis owned the manor of Esher. One hopes, though, that they took pleasure from living in the former Bishop's Palace, in its lovely setting on the banks of the River Mole, while managing affairs across the manors of both Esher and Walton alongside their other activities at Court and elsewhere. They would certainly have been busy men!