

THE SEA VALLEY OF DEAL

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IN its early days Deal was an agricultural village centred round the parish church which stands a mile away from the sea. Its most easterly road was Sandy Lane now represented by Blenheim Road, West Street and Western Road. The subsoil between the shore and a line drawn about midway between Sandy Lane and the present High Street (formerly Lower Street) is shingle. The modern town of Deal is mainly built on this shingle which forms a definite north and south ridge and is a remarkable instance of the growth of urban conditions due to the play of natural forces.

From the late Saxon period Deal had been in ecclesiastical hands. The Canons of St. Martin of Dover were the chief, if not the only, possessors at the time of the Domesday inquest, and the Abbot of St. Augustine's held one of their prebends here. Between the twelfth and fourteenth centuries the holdings of the Canons of St. Martin had been gradually absorbed by the Priory of Christ Church, Canterbury. At the beginning of the sixteenth century Deal consisted of the three ecclesiastical manors of Deale alias Court Ash, Chamberlain's Fee and Deale Prebend all of which extended to the sea on the east side. At the dissolution Court Ash and Deal Prebend were granted to the Archbishop. Chamberlain's Fee was retained in the King's hand, but was sold by Elizabeth in 1599 to John Hales of Tenterden and passed soon after to the family of Gookin.

The monks were farmers and all their values were agricultural. The land was cultivated in "shots" and "tighs", remnants of the old common field system, and no interest was taken in the shingle bank on the eastern boundary.

The coast line of Kent has been gradually transformed by what has been called "the law of eastward drift". The strong tides sweeping up the English Channel have eroded

the chalk cliffs, broken up and rounded the flint nodules, and as shingle moved vast quantities which have been deposited on the low lying places and so formed a new coast line more or less in the line of the coastal cliffs. The sea has thus built up a bank of beach along the flat shores conformable to the line of the chalk cliffs and has thus partially protected low lying land from inundation. This action has ruined the natural harbours of the Cinque Ports of Dover and Sandwich and has incidentally formed the Goodwin Sands. Striking instances of the operation of this "law" are to be seen in the Chesil Beach of Dorset and in the great shingle wall of Dymchurch, and its influence appears wherever a flat shore abuts on the Channel.

The effect on the low open shore of Deal was well marked. A long wall of raised beach was spread along the old marshy front and extended from the end of the cliffs at Walmer along the front of Deal and beyond in the direction of Sandwich. The bank was highest on its seaward side and sloped away on the landward side towards the old coast line so forming a long shallow depression behind it. This was the "Sea Valley" of Deal and the whole formation was known as the Sea Valley or beach.

It is not to be assumed that the new shore line at Deal established itself without difficulty. With the increase in width of the Straits of Dover changes occurred in the set of the tides and the strength of the currents due to changes in the conditions farther to the west. Periods of accretion were followed by periods of denudation. At times a great storm would sweep away in a day shingle that had been slowly forming for years. Occasionally the bank has been breached or overswept at some point and the Sea Valley flooded. But taken over a long period the general result is that the beach has been consolidated and even increased. After a time the ingenuity of man was used to supplement or correct the vagaries of natural forces; behind the ridge by drainage and outfall sluices and in front by groynes and other defence works, but even to-day flooding has not ceased.

Writing between 1535 and 1543 John Leland says: "Deale, half a myle fro the shore of the Se, a fischer Village

. . . is upon a flat shore and very open to the se, wher is a fosse or a great bank . . . betwixt the towne and se." He discusses the origin of the bank and concludes that it was not artificial but due to natural causes, "the castinge up beche or pible".

This bank of beach cast up by the sea was outside the bounds of the three Deal manors and was regarded as a "no man's land". In 1582 one John Baxe of Deall, yeoman, granted to Davide Rand of Deall, husbandman (he had become a "maryner" in 1605) and his wife Elie, nine perches of arable land in Deall in a shott called "Glutton" which land abutted to the "sea banke" towards the east. The same land was conveyed in 1645 to Samuell Pope of Deale, barber, and ffrances his wife and was then described as being in the tenure of the Mannor of Court Ash and abutting east to the sea beach or Sea Valley. It is clear from these descriptions that Baxe's holding was cultivated ground within and on the edge of the Manor of Court Ash and that the Sea Valley lay outside it.

In the sixteenth century the bank of beach had become sufficiently consolidated to be occupied and various circumstances favoured its occupation. It adjoined the fine roadstead of the Downs near the entrance to the Thames, and a demand had arisen here for shipping services and supplies, fresh water, fish, vegetables, pilotage, etc. The Crown realized its importance for national defence and in 1539 began to build on the bank the Castles of Sandown and Deal. Wooden stores and tenements began to spring up on the part lying between the two castles. Slowly it dawned on people that this arid bank of shingle had a value of its own and the question of its ownership became important.

There were two possible claimants in addition to the individual squatters. By the common law the seashore between high and low water mark (i.e. the foreshore strictly so called) belonged to the Crown. To the Crown also belonged any land suddenly thrown up by the sea. But if by gradual changes of nature the shore shifted its place, the ground slowly relinquished by the waves became an accession to the adjoining land. If the bank of beach was of

recent deposit it would belong to the King, but if the deposit extended over a considerable period the adjoining manorial owners would have the better claim. Any contest would therefore turn on the age of the bank.

The first occupiers of the shingle bank were squatters whose work lay on the sea shore and for a time little notice was taken of them. As the settlement grew disputes about boundaries began to arise. In 1623 Andrew Rand, a Deal pilot, pulled down part of a tenement which William Mommery, a Deal baker, was building on the "waste", and alleged that the land belonged to him and others and shut out their houses from a prospect of the sea. Aggrieved squatters began to seek confirmation of their titles from the archbishop as owner of the adjoining manors. In 1616 a commission of survey was issued apparently to inquire into the revenues of the archbishopric, and a survey or inquisition thereupon returned wherein (amongst other things) "touching ye soyle of ye said sea valley in ye aforesaid Mannors of Deale alias Court Ash and Deale Prebend ye jurors doe find present and say That ye soyle of ye said Valley soe much as lyes against those two Mannors doth belong to ye Arch Bishopp of Canterbury in right of ye said Arch Bishopprick". (The Manor of Chamberlain's Fee being in lay ownership at this time did not fall within the purview of this inquiry.)

On September 6th, 1644, the Archbishop required one Mary Countrey, a widow (one of the squatters) to attorn tenant to him and accept a lease of a messuage and 18 perches of land "being part of ye sea beach or Sea Valley scituate and being upon ye sea beach of Lower Deale and part or parcell of ye waste belonging to ye Arch Bishopp of Canterbury, ye said messuage and premises being within ye Royalty of ye Mannors of Deale Prebend and Court Ash which belong to ye See of Canterbury." About the same time the petitioners of 1645 mentioned below had been required by the Archbishop to pay rent to him. From this time the Archbishop continued to assert his rights over the beach ground by such measures, short of invoking the aid of the law, as were open to him.

The greatest difficulties of the squatters, however, at

this time were caused by the military officers of the State who, while not claiming the soil of the beach, objected to the erection of buildings upon it which would shelter a foreign enemy by hindering the plying of the Ordnance from the two castles. Vigorous efforts to prevent new buildings were made by the Captains of Deal Castle and other officials in 1627, 1630 and 1643 but without much success. A petition presented by the squatters in 1645 sets forth :

“ The major part of the Petitioners have for about 30 years been employed in the service of His Majesty’s Castles . . . they have erected several houses and cottages upon a place called Sea Valley next adjoining to the Manors of Court Ash and Deal Prebend and next the Sea bordering upon the Downs. . . . The ground being beach and sand before these buildings were erected yielded no profit either by herbage or any other way. . . . In this enterprise they have laid out more than all their estates and fortunes in hope still to have enjoyed the same, being no prejudice to any and having paid acknowledgment to Court Ash and Deal Prebend.”

The Crown had built the castles of Deal and Sandown upon the sea shore by virtue of its prerogative, but it never in fact at any time directly challenged by legal proceedings the title by accretion of the adjoining owners to the sea beach as waste of their manors.

The suppression of episcopacy under the Commonwealth brought a new danger to the occupiers of the Sea Valley, and in 1656 a new petition sent to Generals Blake and Montague stated their grievance :

“ We have erected at our own cost houses on the beach waste ground not worth 2/- an acre that we might serve the Navy and Merchant ships, but our houses were surveyed in 1650 and returned as built on the waste of Court Ash Manor, Deal, late part of the Archbishop of Canterbury’s possessions : they were contracted for to be sold, but by favour of the Committee of the then Parliament the sale was obstructed. We find they are now on sale again to our utter ruin, and therefore beg you to interfere for us to His Highness and Council that the sale may be respited till next Parliament,

or we permitted to purchase the eleven acres of ground at the highest rate of any land sold thereabouts or that the whole matter may be referred to Maj. Gen. Kelsey Lieutenant of Dover Castle."

In the result no action was taken at this time.

During the Commonwealth the archbishop had not been in a position to invoke the aid of the law and a number of the occupiers of the waste seem to have taken advantage of the political situation to repudiate his overlordship. But with the Restoration his position had become more secure. In 1663 he began an action in the Court of Chancery against the occupiers of the waste of his two manors, and William Rand, a member of a well-known Deal family which had always been faithful to him, was joined as a co-plaintiff. In the evidence taken in this suit one William Dunkin aged 72 years deposed (apparently in support of the defendants' case) that "he well knoweth the Sea Valley of Deal and hath so known it above 60 years past and before any house was built in the same valley" (Boys' *Sandwich*, 829). The result of the suit is not reported and perhaps it never proceeded to judgment. The object of the archbishop in bringing the action appears to have been not only to coerce his tenants but also to obtain a declaration of his title which was being impeached by adventurers who were seeking to make claim by means of grants from the Crown.

The impoverished Exchequer of Charles II made it comparatively easy to obtain concessions by way of grant from the Crown. The method was for the applicant to apply to the Court of Exchequer for a commission of inquiry. The inquiry could be judiciously "managed" so as to secure a favourable report. The applicant would then negotiate the terms of the concession and secure the issue to him of a Royal Grant. No guarantee of title was given and if the grantee was challenged in an action he had to fight his own battle.

The possibilities of development of the Sea Valley of Deal naturally attracted the attention of speculators. Some of these persons applied to the Court of Exchequer in 1661 for an inquiry and on November 18th in that year a Commission

was issued directed to Sir Thomas Peyton, Bart., William Eardsley and others. The Commissioners sat at *Ospringe* with a jury of the County on April 1st, 1662, and by the Inquisition then taken the jury found "that within ye Parish of Deale there is a certaine peice of land called by ye name of ye Sea Valley or Beach containing by estimacon twelve acres lying within ye two Castles of ye King called Deale Castle & Sandowne castle and that severall messuages had bine erected thereupon, being ye soyle and wast of ye said King, in ye severall tenures of Richard East and others and were of ye cleare yearely value of one hundred & fifty pounds besides reprints." No action was taken on this finding for twenty-seven years.

In 1688 one George Watson and other persons sued out another Commission directed to Marmaduke Gibbs and others alleging that the Sea Valley and beach was derelict land and belonged to the Crown. On this occasion the Commissioners did not impanel a jury and only examined a few witnesses *ex parte* on the King's behalf, and then made a return in favour of the King's title. In March 1688 Watson petitioned for a grant on the finding of this Commission and admitted that the finding of 1662 was insufficient. The archbishop's advisers were, however, carefully watching the position, and on February 6th, 1689, Nordash Rand, Josiah Niccolls and other tenants of the archbishop complained to the Court of Chancery of the undue execution of the Commission of 1688 and of the taking of the examinations. This Court declared that "ye same was unjust and illegall and a great violacon of ye right of ye subject and ordered that ye said Return should be damned cancelled suppressed and taken off from ye file." The decision was confirmed by the Court of Exchequer and Watson's petition collapsed.

The reason why no grant had been sought under the finding of 1662 was apparently that it limited the King's title to land within (and not between) the two Castles. The persistent Watson now reverted to the finding of 1662 and on July 7th, 1690, actually obtained a grant by Letters Patent under the Privy Seal of the Sea Valley for sixty-one years at the rent of 6s. 8d. per annum. The grant is in

Latin and is expressed to be made in pursuance of the Inquisition of 1662. The demised land was described as "All that piece of ground within (*infra*) ⁽¹⁾ the Parish of Deal in our County of Kent commonly called or known by the name of le Sea Valley or Beach containing by estimation 12 acres of ground lying and being within (*infra*) the two castles called Deal Castle and Sandowne Castle upon which our soil and ground and waste divers messuages are late erected or built in the several tenures or occupation of Richard East, Antony Holloway John Burroughs and divers other persons, of the clear annual value in all issues and profits beyond reprises of £150 and all houses structures and buildings whatsoever upon the said piece of ground or any part thereof." Watson on his part undertook to use his best efforts at his own expense to recover actual possession in every legal way of all the premises and the concession was to be void as to any part of which possession had not been recovered in the first seven years.

The final round in the contest for the Sea Valley began in Trinity Term, 1691, when Sir George Treby, then Attorney General, acting on the relation of George Watson filed a Bill in the Court of Exchequer against the Archbishop and his tenants of the waste. At this time the development of the Sea Valley had proceeded rapidly and the modern town of Deal had been established on the sea shore. The bill named fifty-six tenants of the archbishop and says the list may not be complete. Many of these tenants were not mariners. The name of Nordash Rand headed the list and other well-known names were John Underdowne, Valentine Bowles and John Bridger. Another defendant to the bill was Richard Gookin in respect of the waste of Chamberlain's Fee.

The claim sets forth that there was "in Deale . . . a parcell of land called ye Sea Valley or Beach containing 12 acres scituate *between* Deale Castle and Sandowne Castle which was ye inheritance of ye Crowne and within 50 or 60 yeares last past was covered with ye sea or lying within ye flux and reflux thereof and within that time had bine

¹ The classical sense of *infra* is "below, under," but from the twelfth century it had acquired the meaning of "within".

derelict by ye sea and gained from it and was not ye estate of any lord of any mannor or of any subject but ye inheritance of ye Crowne as derelict by or gained from ye sea." The title of the relator under the Inquisition of 1662 and the Letters Patent of 1690 is then set out.

The archbishop pleaded that he and his predecessors for above 150 years had held the Manors of Deale alias Court Ash and Deale Prebend and that the sea valley or beach lying between (and not within) the two Castles had been enjoyed as part of the waste of these Manors (and of the Manor of Chamberlain's Fee).

Orders were made for the usual pleadings and the examination of witnesses on both sides by Commission at Deal, and by consent of all parties to the suit the whole matter was referred and submitted to the Award of an eminent body of arbitrators consisting of Sir John Somers, the Lord Keeper, Sir John Holt, Lord Chief Justice of the King's Bench and Sir George Treby (late Attorney General but who had now become) Lord Chief Justice of the Common Pleas, or any two of them.

On December 24th, 1694, the arbitrators made a unanimous Award. After an elaborate review of the history of the suit and of the matters in dispute they declared and were fully satisfied "that soe much and such part of ye sd peice or parcell of land called ye sea valley or beach as lyes over against ye said two mannors of Deale alias Court Ash and Deale Prebend and ye severall messuages tenements and buildings thereupon standing or erected doe and doth of right belong and appertaine to ye See of Canterbury as being part and parcell of ye wast of ye said two mannors and that ye same ought to be held and enjoyed by ye Arch Bishopp of Canterbury for ye tyme being and his successors and his and their Tennants as parcell of ye inheritance of ye said See of Canterbury And that neither their Majesties nor ye said relator have or hath any just right or legall title thereunto either upon pretence of ye same being derelict by ye Sea or wast belonging to ye Crowne or otherwise howsoever."

This Award was confirmed by the Court of Exchequer, the relator was ordered to pay the costs of the defendants,

and the title of the archbishop and his tenants was thus finally established. The title of Richard Gookin to the waste of the Manor of Chamberlain's Fee was also confirmed.

The practice of granting leases of the Sea Valley or beach was continued by the archbishops down to the middle of the nineteenth century. The leases were for twenty-one years renewable for every seven years. It was never admitted by the archbishops' advisers that the renewals were of right, and a practice of exacting fines on renewals arose. Great dissatisfaction existed among the lessees against a system which prevented or penalized improvements, and in 1856 negotiations were started which resulted in the freeholds being acquired by the lessees.

Note.—This paper has been compiled mainly from the MSS. Decree of 1695 and the Letters Patent of 1690 both in the Record Office, and from original deeds in local custody. Useful help has been obtained from Mr. W. P. D. Stebbing's notes on the physical geography in *The Invader's Shore*. Mr. John Laker's *History of Deal* has also been of value.