

THE BRADING CORPORATION.

SIR,—Thanking you for inserting my letter last week, I shall be further obliged by your publishing with this communication the copy of Counsel's opinion enclosed. As the inhabitants of Brading have a yearly reminder, the bailiffs demand a certain sum of all persons who commence and carry on within the boundaries of the borough, any trade or calling which they by the exhibition of any sign-board or writing signify to the public, and if a person combines two or more trades or callings, he is charged for each; and they are also charged with a contribution towards the fee farm. By the opinion which seems to have been obtained, more especially as to the charge against the victuallers, it will be seen such claim could not be supported, as (in the absence of the supposed charter) the evidence would be wholly insufficient; inasmuch as the claim against them could not be established, neither could that against others in respect of their commencing and carrying on their various trades and callings within the limits of the town. The claim against them in the absence of a charter, must be by prescription, and as the meaning of this is—usage beyond time of memory, the Bailiffs' evidence, as shown by the opinion, altogether fails, as the custom goes no further back than Edward VI. It was stated in the report of the holding of the Court Leet that the charter was granted in the reign of Edward II., and that it referred to former charters, but no doubt it was this charter of Edward VI. Although much research has been made and great expenses incurred by the Bailiffs, no other charter has been found showing the origin of the fee farm, and neither do they possess one tittle of evidence more to charge the inhabitants than they did in 1744. Yet, notwithstanding the Bailiffs had no legal right, they have continued to extort these payments. I believe that the opinion was suppressed, though known by the present deputy steward and his predecessors. I will take an opportunity of stating out of what rent the fee farm appears to be payable, merely observing, in reference to the last paragraph of the opinion, that the Bailiffs admit they cannot seize for it if unpaid, but the owners; and if it was in arrear he must seize for the whole amount due, and no one need disturb himself that this will

ever be the case so long as the Bailiffs are entitled about £65 a year from well secured fee farm and ground rents. Why not pay the fee farm out of this?
AN INHABITANT.

Copy of Mr. Strangford's opinion in relation to Brading Charter about the victuallers, &c.:—

I have looked into the Charter of Edward the Sixth, which is only a grant of a market to be held weekly on Wednesday, and of two fairs in a year, but takes no notice of a fee farm payable to the Crown, or of any charge on the inhabitants of Brading towards discharging the fee farm rent. There may, therefore, be another Charter granted to this Corporation, or Brading must be a Corporation by prescription, which supposes a grant originally, *but in either case I fear the bailiffs of the borough can't compel the victuallers of the town to pay 6s. 8d. for selling beer, for a prescription to charge to them must have been fixed, certain and invariable, and could admit of no alteration and must be involuntary, and not by agreement, but this has been from time to time altered, as an agreement could be made. In the account of the ancient customs of the town you left with me, the victuallers are charged but 3s. 4d., so that amount, if evidence at all, would be against the bailiffs of the town in their claim of 6s. 8d., though I think this can't be evidence of a prescription, because without a date, and by the title the original of this custom goes no further back than Edward the Sixth's time and the account itself appears to be only a copy. In 1610, the victuallers were charged 5s. each; in 1611, 30s. among them; the same again in 1612; in 1613, 5s. each; in 1616, 6s. 8d. After this it appears that it was paid under an agreement with the bailiffs, yearly; and so lately as the year 1701 it appears that some of the victuallers paid 6s. 8d., and some of them but 5s., so that I think there is no probability of supporting the prescription. Therefore I can't advise the bailiffs to make a distress or bring an action for the recovery of this yearly charge of 6s. 8d. on the victuallers, but I think the bailiffs may well support a distress on Duke (James) for the rent he pays out of land, or they may maintain an action of debt against him for that rent and may by their ancient rent book prove the charge on these lands.—THOS. STRANGFORD. Portsmouth, October 10th, 1744."*