# # First Andros Appeal.pdf

**Cote:** —
**Descrizione:** First Andros Appeal.pdf
**Cartella:** /Appeal/first Appeal/First Andros Appeal.pdf

## Pagina 1 *(motore: testo nativo)*

The Appeal of CHARLES ANDROS, Esq; Proprietor
of the Seigneury D'ANNEVILLE, against THOMAS PRIAULX, from
a Sentence pronounced by the Royal Court, the fourteenth of De-
cember, in favour of the said THOMAS PRIAULX. The Matter of
the Sentence appealed from, is thus:

GEORGE FASHION was formerly vested by Letters Patents under the great
Seal of England, of the Lands escheated to the Crown, formerly appertaining to
Sampson d'Anneville in the Island of Guernsey, now called by the Syrname of its
first Owner the Seigneury d'Anneville, which is held by Homage, Fealty and by
Knight's Service, and by a Service called Secta curie, and oweth ten Livres Tour-
nois for Relief to the Crown, called in the Charter Decem Libratas reditus turo-
nensium.

At first large Territories of Land were given with great Privileges by Sovereign Princes
amongst their principal Followers, as a Provision to keep the Frontiers of their Demesne,
and on Condition to hold of them and to serve them in their Wars, which Services are evidenced
by an authentical Seal used and affixed to this Day to judicial Acts of the Court of the said Seig-
neury, which is the Effigie of the said Sampson d'Anneville in his warlike Armour with his Helmet,
Coat of Mail, Shield and Sword in his Side, with an S. in one side of his Effigie, and a D. in the
other: the S. evidences the Name, and the D. the Surname of D'Anneville, and the Coat-Armour
the Services originally due by the Owner of the said Seigneury.

The Service called Secta curie, in antient Records Suite de Court, which is due to his Majesty,
is an attendance formerly due to the Sovereign Prince by his Feudatories when he appeared in
his Court of Justice, to make Justice look great, the Aspect of so great an Attendance was a Terror
to Offenders: This Service is of great Antiquity.

The Owner of the said Seigneury, on the account of the said Service, is now obliged to appear
in a solemn Court, called his Majesty's Court of Chief Pleas, which is held three times in the Year,
which is the opening of the Term to answer when called in Court by the Title and Name of his
Seigneury, viz. Seigneur d'Anneville, alias Syr D'Anneville.

The Day this Court is kept, a solemn Dinner is prepared by the Governor's Order, where the
Owner of the said Seigneury has right to sit; this Right is called Manger à la Table du Roy trois
fois l'an.

The said Lands were given for the Maintenance of the said Service, and by the Charter are to be held
Intègre by the Fashions and their Heirs for ever, as intailed on the Family on the Conditions above
recited. The said Andros is the direct Heir to the Family of the Fashions in right of his Mother,
he is obliged to perform all the Services due for the said Seigneury to his Majesty, and he is con-
tending to preserve the Prerogative of the Crown, and to secure himself as first of Kin,
those Rights and Privileges to which he is intitled by his Birth-right, in order to put himself in a
Condition to perform the Services due to his Majesty by his antient Vassal and Feudataire Sampson
d'Anneville, whom he has the Honour to succeed by his Charter in all his Rights. The said Seig-
neury consists in several Parts or Members called in antient Records Fiages or Under-Fiefs.

COMPENDIUM of the CAUSE.

George Fashon being the right Owner of the said Seigneury sold to Peter Priaulx, Son of John, by Deed of the first of July 1630, a certain Fee called the Fee le Conte, which is a Member of the said Seigneury, for which no Homage nor Relief is due to his Majesty, with all Chief Rents, with

## Pagina 2 *(motore: testo nativo)*

all Rights, Privileges, Rights of thirteen, Field Rents, Casualties, right of holding Courts, rights of wreck, Forfeitures, Escheats, Pannages, and all other Seigneurial Right whatsoever appertaining to the said Fee le Conte, for the Sale of which said Fee and Dependencies above-mention'd, the said George Fashon acknowledged to be intirely satisfied by the said Priaulx, excepté pour les Droits & redevances deus d'ancienneté à Chef Seigneur.

Thomas Fashon, Son of the said George, the Vendor of the said Fee le Conte on the eight and twentieth of October in the same Year, was prevailed upon by an artificial Contrivance set on foot by the said Priaulx the Purchaser of the said Fee le Conte, to pass an Agreement, by which the said Fashon resigned and quitted all his Rights and Pretensions to the said Fee le Conte and Appurtenances for him and his Heirs for the time to come to the said Priaulx without any Reservation.

For the lucre of sixty Crowns, the said Fashon was drawn and imposed upon to declare upon his solemn Oath, that he should never act by any means whatsoever against the Purchaser of the said Fee le Conte, and to hold the same for good and valid upon pain of being reputed a perjured and infamous Person for ever; by this Means the Purchase of the said Fee le Conte was made without any Limitation, the said Priaulx being absolutely Master to do in it as he pleased. The said Thomas Fashon being incapable to oppose him, this Instrument is unexemplified, the said Priaulx conscious of the extraordinary Nature thereof, and of the manner in which it was obtained, concealed it and kept it in the dark for many Years, to evidence the Imposition and intended Views of the said Priaulx in inserting the said Oath in the said Agreement; some time after he had ob-



tained the same, he encroached upon several inferior Fiefs, as Appurtenances and Dependences of the
said Fee le Conte, appertaining to the Fief held in Chief from the Crown, and upon the Seigneurial Rights of the Seigneury D'Anneville, upon pretence of these general Words of Dependences of the said Fee le Conte, tho' there were no general Words in the Deed of Sale of the Fee le Conte, but what do refer to, and are restrained and limited within the compass of the Deed of Sale of the said Fee le Conte in these Words, pour la vente du dit Fief & Dependences spécifiées; but the apprehension of the Infamy on the account of the said Oath, so terrified the said Fashon, that he remained mute.

By these unjustifiable Means the said Priaulx unjustly made the Fief Dominant held from the Crown in chief, Vassal and subject to the Fief Servant, by obliging the Owner of the Fief held in chief to do him Homage on the account of some Lands situated upon an inferior Fief called the Fief Drossel, which Fief he had incroached upon appertaining to the said Seigneury.

Charles Andros, Esq; the Father of the Appellant, intermarried with Alix Fashon, the only Daughter of the said Thomas Fashon, who on her Father's Death being free from the said Oath so imposed on her Father as aforesaid, finding a considerable part of the Patrimony of his Wife in the Possession of the Heirs of the said Priaulx the Purchaser of the said Fee le Conte, and also vested
most of the seigneurial Rights belonging to the Seigneury of D'Anneville; to preserve the Rights of his Wife, he commenced an Action the fifteenth of November 1662 against the Heirs of Peter Priaulx the Purchaser of the said Fee le Conte, demanding that the said Fee le Conte should

be restored to her. The said Cause was transmitted to his Majesty in Council, in regard that the said Andros hath not prosecuted his Appeal in due time, the said Andros was dismissed, and order'd to pay six Pounds Sterling to the said Priaulx for Costs.

Whilst the said Cause was agitated between the said Andros and the said Priaulx, the said An-



dros came to discover that Peter Priaulx, the Purchaser of the said Fee le Conte, had incroached upon several Fiefs and Vavassories, as Appurtenances and Dependences of the said Fee le Conte, be-
ing no ways mentioned nor included in his original Contract of Purchase, commenced several distinct Law-Suits before the Royal Court of Guernsey against the Heirs of the said Priaulx the Purchaser of the said Fee le Conte, for each of the distinct Fiefs that had been incroached upon, in order to recover the Possession of the said Fiefs, which he held without Right or Title. Soon after the said Andros obtained three definitive Sentences, whereby the Fief Pommare, the Fief la Cour, and the Fiefs of Longues, were distinguished and judged to be no ways appertaining to the Heirs of the said Priaulx the Purchaser of the said Fee le Conte. After the said three Sentences of the Court, the Right of the said Andros and his Wife was established to the said three Fiefs, and evidenced to the other Fiefs, which the said Priaulx held under the same Circumstances as those that were recovered, the said Andros and his Wife entered and continued in Possession of the said three Fiefs; then the said Andros and his Wife began to revive an Action concerning the Property of the Fiefs au Miere Crochon, and Beepes, which had been kept dormant till the matter in Dispute relating to the Property of the said three Fiefs, which were recovered, was determined for the Court to give Sentence upon the said Action as in Course; but the Court instead of pronouncing Sentence upon the said Action, did transmit the said Cause to his Majesty in Council, the said Priaulx knowing that he had no Right nor Title to the said Fiefs, and that the Determination of the one, was a Determination for the others.

Charles Andros, Esq; and Peter Priaulx, being in England upon the matter of the Transmission of the said Cause, the said Priaulx began to treat with the said Andros for the purchase of the said Fees; thereupon the said Andros agreed for and in Consideration of the Sum of 1375 French Crowns, to be paid by the said Peter Priaulx to the said Andros and his Wife, to pass for him and his Wife and their Heirs, a Conveyance in such fort and manner as the said Priaulx or his Heirs shall be advised, or devised, or required at the Costs and Charges of the said Peter Priaulx. The said Priaulx knowing that by the Laws of the Island, the Kindred of the Vendor had right to redeem the Premises, and chiefly the Plaintiff who was the first of kin, contrived how to elude the Law, and to pass the Conveyance in such manner and form, as to preclude the Plaintiff from his right of Redemption.

The Heirs of the said Priaulx the Purchaser of the said Fief le Conte, being intituled to the Fee le Conte by a Deed of Sale, and confirmed therein, which was not redeemable, all Disputes and Pretensions relating to the said Fee, being determined to get to themselves the Fiefs recovered of them by Law, and those that were in one of the same Circumstances as them that were recovered, after the Heirs of the said Priaulx had got the consent of the said Charles Andros and his Wife, they obliged them to confirm the said Deed of Sale of the Fee le Conte, and the Property of the said Fiefs which had been recovered of them, and all the other Fiefs appertaining to the Seigneury of D'Anneville, as the Fief held in Chief from the Crown which had been incroached upon without Right or Title in contempt of the Sentences by which the said Fiefs were recovered, distinguished and judged not appertaining to the Heirs of the said Priaulx, the Purchaser of the said Fee le Conte, under pretence of these general Words of Appurtenances and Dependences which are without Limitation. There are no general Words in the said Deed, but what are restrained and limited within the compass of the said Fee le Conte in these Words, pour la vente du dit Fief & Dependances spécifiées; to defraud the Plaintiff of his right of Redemption, they concealed the Recovery at Law of the said three Fiefs, and the Possession of the said Andros and his Wife, and

the Sum of 1375 French Crowns the Consideration Money, inserting in the said Deed of Confirmation all the said Fees by Names, and reciting that Law-Suits were depending between the Par-

## Pagina 4 *(motore: testo nativo)*

ties; as if the Right and Title to all the Fiefs and the said three Fiefs had been in Dispute, and no Determination made thereupon, to avoid further Contention the said Deed purported to be a Confirmation of all the said Fiefs to the said Priaulx; by this Means the Heirs of the said Priaulx thought the Plaintiff's right of Redemption would be cut off, the Deed being so contrived as not to appear to be a Deed of Sale, but a Deed of Confirmation, because no Money should appear in the said Deed, the Consideration Money was made payable to the said Charles Andros and his Wife by the Heirs of the said Priaulx by a Bond, part of which is yet unpaid.

As soon as the Plaintiff came to the knowledge thereof, he commenced his Action in the Royal Court of the said Island against Thomas Priaulx, to have the said Contract of the 19th of June declared to be Fraudulent and against Law, in consequence thereof that the Plaintiff might be let in to pursue his Right and Pretensions of Redemption as next of kin to the Vendor; to which Action the said Priaulx by his Guardian appeared and demurred thereto, for that the Plaintiff ought not to be permitted to proceed thereupon, and that he had no right to enter his said Action.

The said Royal Court thereupon adjudged the said Priaulx by his Guardian, to answer to the merit of the Cause, from which Sentence Priaulx's Guardian appealed to her late Majesty in Council.

The Matter of the said Appeal being heard before the Right Honourable the Lords of the Committee the 11th of January 1714, their Lordships were pleased to dismiss the said Appeal, and to remit it back to the Royal Court to proceed therein to a definitive Sentence.

Ever since the 11th of January 1714, the Plaintiff has been kept in a lingering Condition by his Parties, he having made three several Defaults in contempt of Justice, during which time he pray'd a second frivolous Appeal before his Majesty to tire out the Plaintiff, which afterwards he let drop, which he so did on purpose to prevent the Execution of his Majesty's said Order, by which means the Plaintiff has been at a stand till the 14th of December 1724, at which time they push'd on the Plaintiff's Action, he knowing it to be a fit time so to do; whereupon the Court gave a definitive Sentence in favour of the Defendant the 14th of December, by which they have declared the said Deed of the 19th of June, called a Deed of Confirmation, to be good and legal, and have silenced the Plaintiff.

The Matter in Dispute.

The Court by the Sentence appealed from, having judged the said Deed of Confirmation made the 19th of June 1672, between Charles Andros, Esq; and Alix Fashon his Wife of one Part, and the Heirs of Peter Priaulx Son of John on the other part, good and legal upon the Action brought in Court by the said Andros, to have the said Deed declared Fraudulent and against Law, in order to redeem the Fiefs mentioned in the said Deed.

The Merit of this Cause is entirely upon the Legality or Illegality of the said Deed of Confimation. The Time limited by Law to redeem a legal Deed is expired; if legal, the said Andros is outed of his right of Redemption; but if Fraudulent and against Law, he has right to redeem the Fiefs mentioned in the said Deed as first of kin. The said Priaulx having no Right nor Title to the said Fiefs, as it has been judged by three definitive Sentences of the Court relating

to the Fee Pommare, to the Fee la Cour, and to the Fee de Longues, which Fees have been recovered by the Sentences of the Court, which are void and reversed, if the Sentence of the Court now appealed from is valid, which judge the said Deed of Confirmation good and legal, which conceal the Recovery at Law, and the Possession of the said three Fiefs, and the Consideration Money.

## Pagina 5 *(motore: testo nativo)*

The Confirmation of the said Sentence of the Court, is of great Concern in a place where multitude of Fraudulent Practices are daily set on foot, as the unjustifiable means made use of by Peter Priaulx, Son of John the Purchaser of the said Fee le Conte evidence it, who by Imposition and Fraud got Thomas Fashon, Son of George, the Vendor of the said Fee le Conte, to pass an Agreement in such manner, as to make the Owner of the Fief held in Chief from the Crown subject to do him Homage as his Vassal, as Owner of the inferior Fiefs. This Imposition defrauds the Crown from its Prerogatives, if the said Deed of Confirmation is valid. If that part of the Fief held in Chief from the Crown, called the Seigneury D'Anneville, should revert to the Crown upon any account whatsoever, the Owner of the inferior Fiefs would pretend the right of Reversion to the Escheat to the said Seigneury to be his, as being his Vassal and subject to do him Homage; and by the operation of this Fraud, he would debar the Crown of the right of Reversion. The said Deed is inconsistent with the Prerogatives of the Crown, in respect to its essential Parts and Form, because the Purchaser of a real Estate is to obtain by the Laws of the Island of Guernsey, a Permission from his Majesty's Receiver to make his Purchase, and he is obliged to pay to the said Receiver the thirteenth part of the Consideration Money, and all Purchases are redeemable by Law by the kindred of the Vendor. If this Deed is a Deed of Sale, the essential Parts are wanting, required by the Law, Approbation of Law, fol. 18. *Nul ne doit acheter aucune terre ou rente sans le congé du Gouverneur ou Receveur de sa Majesté, sur peine de forfaiture les deniers ex-
posés pour le dit achapt à sa Majesté, le quel achepteur selon nostre coustume est tenu payer le 13me
denier du Prix de la chose quil a payée de la chose acheptée, au Receveur de sa Majesté.* Terrien fol.
( 4 )

fol. 316. *Si l’achepté … vie & l’achepté qui avoit vie le Marché … en eqtaint par les quels le dit Fief doit payer* Demouré au Prieur, le dit terre sera en traverser;* And lower,

*Autant est dit que s’il s’y a marchant ou contract frauduleux abusif pour Priver les lignagers du droit de leur clamour.* The said Deed being converted in the Form and Nature of a Deed of Confirmation, defrauds the Crown from the thirteenth Part of the Consideration Money; by concealing it, it deprives the Kindred of the Vendor of their right of Redemption.

Terrien, fol. 316. *Si perduote tout heritage, quasi par deniers en quitis par quelque contract en Deed, ou il n’a sçau devoir le business,* by the said Law the concealing the Consideration Money in a Deed is a Fraud to the Parties concerned, as above noted.

The said Terrien says in the same Page, *En traduction des procès et Heritiers ou il y a de heriters sans clameur,* etc.

The same Author, fol. 317, repeats the same. The said Terrien, page 327, says thus: *Quant aux contracts fraudulens, feints, et couverts à la manière de vendition cachée, &c. couverts du Manteau d’autre contract sont sujets à clameur, comme concernant le Fief à la Cour, les clais determinés par la venue de nouveaux couverts, remise après diverses contraintes, les autres prix* — (as there proved to be Fraud) — *devenues Descarts, ces contracts retractables après le temps passé de
D. à la Cour.*

The said Terrien, p. 321, says thus: *Si le Contract soit feint & simulé on peut pouvoir clameur nonobstant la Prescription de 40 ans pour ce que les lignagers seroient empêchés de le clamer, comme

## Pagina 6 *(motore: gpt-5.1 conf 94)*

étant complis en leur ignorance de leur droit de Clameur, procédant de la Fraude, & mauvais Foy de la gauche.*

NOTES
language(s): French / script (hand|print): print / confidence (high|medium|low): high / any date, names or archival reference visible: none visible