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Some Ancient Deeds Relating to Walton, Cardiff

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SOME ANCIENT DEEDS

ILLUSTRATING THE DEVOLUTION OF AN ESTATE
IN THE MANOR OF WALTON CARDIFF, NEAR
TEWKESBURY, BETWEEN THE YEARS
A.D. 1166 AND 1833.

BY THE REV. E. R. DOWDESWELL, M.A.

THIS very interesting series of deeds and papers, numbering about one hundred, was collected by the late Mr. H. P. Moore, of Tewkesbury. It begins with a deed of Robert de Cardiff, who grants a tithe of hay on his Lordship of Walton to the monks of Tewkesbury, which deed is quoted word for word by Dugdale in his *Monasticon*, and is dated "temp. Abbatis Alani," 1182-1202.

Robert de Cardiff in this deed recites a promise made by his father William in his lifetime, which William de Kaerdiff held half a knight's fee in Walton under William Earl of Gloucester in 1166 (*Liber-Niger*). The series ends with the will of Miss Elizabeth Smithsend, who died in 1833. These deeds, therefore, cover a period of nearly seven hundred years.

As the story is likely to be a long one, I will only say further in preface that the family of Cardiff or Kerdiff, who first appear as landowners in Walton in 1166, also held the Manor of Queenhill in Worcestershire, and seems to have ended in heiresses at the close of the fourteenth century. They were succeeded by the Bassetts, probably through marriage with one of the heiresses, who remained in Walton till William Bassett sold it in 1545 to James Gunter, who sold it again in 1554 to Thomas Berrow, of Dore, and John Berrow sold it again to Nicholas Smithsend in 1577-8.

Perhaps I should add that the Manor of Walton was divided into two estates—the one held by the Kaerdiff family, who gave their name to the whole hamlet; the other by the monks of Tewkesbury, from 7 Richard II, 1383. Each of these moieties is frequently spoken of as the Manor of Walton, which has led to some confusion both in Atkyns and Fosbroke, which confusion our deeds help to clear up.

Without more preface, we will begin with—

No. I. In this deed Robert de Cardif (*sic*) gives the tithe of all his hay on his demesne at Walton to the Church of St. Mary at Tewkesbury, “which tithe, it is said, my father in his lifetime had promised to give to the same church, which promise I perform, and make the donation my own.” His brothers Simon and Roger, Robert Britton and his kinsman Osbern, and Harvey, the Bailiff of Tewkesbury, are the witnesses.

As I have said above, this deed is quoted at length in Dugdale’s *Monasticon* among the charters of Tewkesbury Abbey, and is there dated “temp. Abbatis Alani,” 1182–1202. It is in perfect preservation, except that the seal is gone. The parchment is quite clean, and the writing as black as it was seven hundred years ago.

No. II. My next deed, which is also in perfect preservation, is by Sir William de Cardif, Kt., son of Robert, who quotes his father’s deed (No. I.) word for word, and confirms the grant of the tithe of hay, but adds a grant of a right-of-way over his land to the monks for carrying the hay. His witnesses are Nicholas Pont, Robert and Mathew de Biscamton, Symon de Cardif, Cæcilia, my wife, and Robert Pistor. This deed is not dated, but must have been earlier than the next one, which is dated 1248.

No. III. recites that a controversy had arisen about the right-of-way, but that an amicable agreement had been come to, by which it was agreed that the monks should build a temporary bridge over the brook at the time of hay harvest, which was to be taken down by the Feast of the Holy Cross

Scilicet presentes et futuri quod Ego Robertus de Cardif pro anima mea et pro anima patris mei et matris
et parentum meorum cedo et dono in perpetua elemosina de ecclesie Sancte Marie heodes
tine decima totius feodi mei de dno meo de Waltona quam scilicet decima parte meam
in terra sua dicitur eisdem ecclesie permisisse quam permissione ego perficio et mea insuper inde
donatione facio et hac carta mea cum sigilli mei appositione confirmo. Testes Sunon
et Rogo fratres mei. Rogo Britonum Offro cognatus meo. Hucusco balliuo heodes.

Full Size of Parchment

Sciant presentes & futuri quod ego Willms de Cardif miles in premissis dicitur p[ro]curator meus in hoc uerba. Sciant presentes
& futuri quod ego Rob[ertus] de Cardif p[ro]curator meus & p[ro]curator meus & annuabz p[ro]curator meus & p[ro]curator meus
& p[ro]curator meus deo & ecclesie S[an]c[t]e Marie Thome & ecclesie de Cardif coram feni mei de d[omi]no meo
de Walton. qui saluet decimam p[ro]curator meus in uerba sua dicit ead[em] ecclesie p[ro]curator meus. qui p[ro]curator meus
p[ro]curator meus & p[ro]curator meus inde donatione facio. & hac Carta mea ead[em] sigilli mei appositione confirmo.
Ceteris sim & p[ro]curator meus. Rob[ertus] Bynon, Off[ic]ialis meus. Rex tuus Balliu[us] & ceteris.
Volo itaq[ue] ut d[omi]n[u]s ecclesie monachi p[ro]curator decima feni fiant a p[ro]curator meo est eis concessa &
confirmata libe[r]e & p[ro]curator & integre p[ro]curator & possideant & p[ro]curator & ut libere & saluum
utilitate hanc p[ro]curator meam ead[em] feni decima capiendi. H[ab]it[us] & ceteris p[ro]curator. Rob[ertus]
& ceteris de Wilton. Willelmus de Cardif. Cecilia uxor mea. Rob[ertus] p[ro]curator & multi alii.

Full Size of Parchment

in September, and in return a right-of-way was granted to William de Kerdif (*sic*), "inter curiam dicti Willielmi, et boscum Suum de Walton." The witnesses are the Lord William de Bellocampo, William de la Mar, seneschal of the Earl of Gloucester, Gaufrid de Abetot, William de ?, Master William de Poywyk, Gaufrid de Derherst, and Patrick de Andrinton. It is dated 1248, about the Feast of St. Dyonysius the Martyr, October 3rd.

I have no more deeds of this family, but their succession at Walton can be fairly traced by the *inquisitiones post-mortem* of the Earls of Gloucester during the remainder of the thirteenth century down to William de Kerdiff, who died 5 Edward III, 1331-2, when he was seized of Queenhill and also of Walton. He left a widow, Joan, and also a daughter, Joan. One of these married Sir John de Wyncote. Fosbroke says it was the widow. I am inclined to think it was the daughter, who was born in 1317.

The inquisition at the death of William de Kerdiff, touching the Manor of Queenhill in 1331, declares that his next heir there was his *daughter* Joanna, who was aged 14 at the time of her father's death.

It is recorded in the inquisition on the death of Joan de Wyncote that she held the manor in her own demesne and in fee—directly of the king—by the service of one hound, which sounds more like a daughter and heir than a widow. She would have been aged 32 when she died in 1349.

Her next heirs are declared to be Elizabeth, aged 9, and Margaret, aged 11.

Elizabeth de Wyncote, daughter of Joan, died June 23rd, 1350, the very next year, a minor and unmarried, being a ward of the king.

At the inquisition it was declared that on the death of John and Joan de Wyncote, and of this Elizabeth, the next heirs were Margaret and Juetta, also daughters of the said Joan. They say that Margaret was aged 8 and Juetta 5 at this time. It will be noted that Margaret was said to be 11 at

her mother's death the year before, and Juetta's name appears now for the first time.

It seems, therefore, that William de Kerdiff had left Queenhill to his daughter Joan and her heirs, who in 1350 were two girls, Margaret and Juetta.

But this same William was also found by the inquisition at his death to be holding Walton as well as Queenhill, and Fosbroke assures us that he was succeeded there by his son Edward ; but I cannot find in the inquisition that he left any son as his heir at Walton. On the other hand, there is no doubt that an Edward de Kerdif held both manors of Queenhill and Walton when he died in 1369.

But it is expressly stated at the inquisition that he did not hold Queenhill in capite of the king, but by the gift and concession of John Bander and Elizabeth his wife, and of Robert Underhill and Juetta his wife.

We can hardly doubt that this Juetta was the daughter of Joan de Wyncote, who was 5 years old in 1350, and was now 24. So that Edward de Kerdyf was a kinsman whom she enfeoffed at Queenhill. We might still suppose him to have been her mother's brother, but that the inquisition touching Walton states that he held Walton, not as the predecessors of the same name had done—as a tenant under the Earls of Gloucester—but again by the gift and concession of Juetta Underhill and others. This makes me think that this Edward de Kerdif was perhaps a cousin, but that he was not in the direct line as son and heir of Juetta's uncle.

This Edward had a son and heir named Paulinus, who was 20 years of age in 1369. I have not found that he was seized of Walton at all.

And this is the last of the Kerdifs of whom I have any record. For in the next reign, 20 Richard II, 1396, John Bassett dies September 6th, and is found to be seized of half the Manor of Queenhill, and Thomas his brother and next heir is 15 years old ; while two years later Richard Ruyhale dies seized of half the Manor of Queenhill, which he held in common

tenure with Elizabeth his wife, and we bid good-bye to Queenhill in this connection for ever.

But Thomas Bassett, the brother of John, who was 15 in 1396, is found to be in possession of Walton, or rather a moiety of Walton, in 7 Henry V, 1419. Here we come back to my deeds.

No. VI. This is an agreement between Thomas Bassett and Elizabeth, his wife, with the Abbot and Convent of St. Mary's, Tewkesbury, to divide the Manor of Walton between them by exchange of several parcels of land.

All through these records the de Kerdifs had held only half a knight's fee under the Earls of Gloucester; the other half was held by William de Chesterton and others, who in 7 Richard II, 1383-4, granted it to the monks.

The Bassetts remained here from before 1419 till 1588, in which year William Bassett was lord of the manor, and John Bassett, probably his brother, was seneschal of the Manor of Walton.

No. VIII of my deeds is a copy of the Court Roll by which William Smithsend and Eleanor his wife held two acres of meadow in Turle Meadow there. This was in 21 Henry VIII, 1538. I shall return to the Smithsend family anon.

No. XA of my deeds is a conveyance by William Bassett, of Tempere, in co. Glamorgan, of all his lands in Walton Bassett and elsewhere to James Gunter, of London, and is dated 37 Henry VIII, 1545.

No. XI is his licence to alienate, dated 37 Henry VIII, 1545.

No. XII. James Gunter obtained licence to alienate this estate, 1 Philip and Mary, 1554, and sold it to Thomas Berrow, of Dore, and Margery his wife.

No. XIII is the actual deed of conveyance by James Gunter, of Marston, near Bergeveney, to Thomas Berrow, of Dore, and Margaret his wife, and is dated November 16th, 1554.

No. XV is a copy of the Court Roll of Walton when John

Berrow was lord of the manor, 6 Elizabeth, 1563. He was the son of Thomas Berrow. William Smithsend and Richard took a holding at this court.

No. XXIII. In 20 Elizabeth, 1577, John Berrow, of Dore, conveys to Nicholas Smithsend all his lands in Walton, and a licence to alienate was granted to him in that year.

But between 1554, when James Gunter sold Walton to Thomas Berrow, and 1577, when John Berrow sold it to Nicholas Smithsend, a curious complication had arisen, which cost the Berrows much trouble before they could show a good title.

No. XVIII is a demand made by the Court of the Exchequer upon John Berrow for arrears of rent for the moiety of the Manor of Walton Kardyff, due to the Crown for the last twenty-five years. It was alleged by the Crown that in 2 Edward VI., 1548, Sir Thomas Heneage, Kt., and Lord Willoughby, his grandson, had delivered the said lands to the king in exchange for certain other lands, but that the matter had never come before the auditor till this last year.

The issues and profits of the said lands were stated to be £21 10s. od. a year, and amounted to £559 10s. od. Poor John Berrow was attached, and had to appear before the court to defend himself. The demand was founded on a mistake, but must have greatly surprised him, for he had been in peaceful occupation of the land for twenty years.

In No. XXIV John Berrow makes his petition to Right Hon. Sir W. Cecil, Lord Burghley, Lord Treasurer of England, Sir Walter Myldemaye, Kt., Lord Chancellor of the Exchequer, and the other Barons of the Exchequer. He recites his answer before the court, in which he had shown that William Bassett had been seized of the said moiety of the manor, and being so seized had sold the same with all his lands in Walton or elsewhere to James Gunter, May 2nd, 37 Henry VIII, 1545, three years before Sir Thomas Heneage and Lord Willoughby are supposed to have conveyed it to the king. He then proceeds to show how James Gunter sold

it to Thomas Berrow, of Dore, and Margaret his wife, how Thomas Berrow died seized of it on August 6th, 1556, how Margaret died seized of it May 22nd, 1 Elizabeth, 1559, and "how the said Margaret did grant it unto your said orator by the name of John Berrow, her son," and he is ready to show in court the proofs of this assertion.

"And your said orator dothe by the same answer traverse and utterly deny that the said Sir Thomas Heneage and Lord Willoughby at the time of making said exchange or at any time before or after had any thing part or interest of in or to the said moiety, or did transfer unto the said King Edward VI, or that the said king was ever seized of the said moiety, or that the said moiety was ever of the value of xxi. x by the year. All which your said orator is ready to prove and he prays that he may be discharged of the said arrearages, and that he may continue his quiet possession of the said manor according to his lawful title. And further that the court shall call upon the Right Hon. Charles Lord Willoughby, who was son and heir of Elizabeth, who was daughter and sole heir of the said Sir Thomas Heneage, and against Dame Katherine Heneage, widow and sole executrix of the said Sir Thos, to show cause why they should not make recompense to the Queen's majesty according to the covenant made in their Indenture of Exchange."

No. XXII is the award of the court, dated February 6th, 20 Elizabeth, 1578, by which it is ordered, upon hearing both parties, viz. John Berrow and Charles, now Lord Willoughby, that a process of attachment shall be made against the heirs and executors of James Gunter to answer for £430 which he, the said James Gunter, had received from Sir Thomas Heneage and Lord Willoughby, deceased, for the moiety of the Manor of Walton Cardiff, which they bought of Gunter, and afterwards exchanged with King Edward VI, and which cannot be enjoyed by the present Queen by reason that the said Gunter made no good assurance thereof, but afterwards sold the same to one Thomas Berrow and Margaret his wife, and to their

heirs by whom the said John Berrow claimeth. And that the said Bearowe, now occupier of the premises, shall enjoy the same and be discharged of the arrearages thereof, etc., etc. And the sums to be put upon the said Charles, now Lord Willoughby, and the said John Bearowe is licensed to depart.

' No. XXIII (?). Having obtained this decision in his favour, John Berrow proceeded to sell this estate, and did sell to Nicholas Smithsend all his lands and rights in Walton Cardiff in 1578.

One would have thought that this award of the Court of Exchequer would be final; but it appears that Lord Willoughby utterly ignored the order, with the result that the original charge for the arrears due to the Crown was kept in the books of the Court of Exchequer, and that year by year an additional rent of £21 10s. was added to the amount due; so that in the year 1653, notwithstanding the order of the court in 20 Elizabeth, a new demand was made on the occupiers of the moiety of the Manor of Walton Cardiff, their lands were again seized, and they had again to plead their cause before the Court of the Exchequer, nearly one hundred years after the land had been sold to Thomas Berrowe by James Gunter.

No. LXII. In this deed we have the second award of the court, which, reciting the history of the case, finally decides not only that the said seizure should be discharged out of the sheriff's accompt, but likewise that the further process hereafter should be awarded against the said lands in Walton Cardiff, which from henceforth are absolutely to be discharged by virtue of the said order, and the charges be continued upon the said Lord Willoughby and his own proper lands according to the former order.

Whether Lord Willoughby ever paid the amount due, or whether he was able to recover the same from James Gunter and his heirs, does not appear among our records; but that James Gunter sold the estate twice over, and received the purchase-money from both purchasers, seems to be clearly

proved. But the Berrows could show their title, and Lord Willoughby could not do so. Henceforth we hear no more of the dispute. The Smithsends enjoyed their estate in peace, and it descended from father to son in the direct line from 1578, when Nicholas Smithsend bought it from John Berrowe, till Elizabeth Smithsend died at Walton House in 1833.

Let us now turn our attention to the family of Smithsend, who had acquired the estate from the Berrowes, and who for more than two hundred years added field to field to their possessions in Walton and the neighbourhood.

Nicholas Smithsend, who had bought from John Berrowe his estate at Walton, was probably a grandson of William Smithsend, who fifty years before had been legally a serf to the Abbot of Tewkesbury.

Our readers are probably aware that after the Black Death and the Peasants' Revolt in the middle of the fourteenth century the serfs and the villans had practically gained their freedom. By degrees the villans had become copyholders, and their customary services had been commuted for a money rent, while the serfs had become hired labourers. And in process of time the more thrifty of these were in a position to buy from the king and the great landowners their freedom, not only from compulsory service, but from any legal disability to hold land of their own. We may take it that by the beginning of the sixteenth century there were numbers of husbandmen who, though they were comparatively wealthy, were still in the eye of the law serfs, not having been formally manumitted.

Among these was Nicholas Smithsend, the son of William, who in the year 1528 was manumitted by the Abbot of Tewkesbury.

No. IX of my deeds is the deed of manumission, and as this may probably be one of the latest examples of such a transaction it may be of interest if I give the tenor of the deed:—

“ Henry, by divine permission Abbot of the Monastery of

St. Mary the Virgin, of Tewkesbury, and the convent of the same, by unanimous consent by their mere will (and not, apparently, for any money payment), manumitted and set free, and released from all yoke of servitude, villenage, bondage or *noctuitatis*,² William Smithsend, husbandman, son of John Smithsend, by the name of William Smithsend, or whatever other name he may be known or called by, a native and villan of our Manor of Walton Cardyff, with all his sons and daughters whatsoever, and all his progeny¹ lawfully begotten or to be begotten, his goods and chattels, and all other things, wheresoever they be; so that the said William Smithsend and all his belongings may go forth from under the yoke of servitude and rejoice in liberty, both for themselves and all their goods, etc., for ever," etc., etc.

It is dated at the Chapter House on the 5th day of January, 19 Henry VIII, 1528.

Being thus emancipated from all technical disability, he at once applied to the lord of the manor, William Bassett, in the very same year, 1528, and with Eleanor, his wife, and Richard, their son and heir, is entered on the Court Roll as tenant of two tenements and fifty-two acres of land, namely two acres of meadow, one in Turle Meadow and the other in Lechymere, and fifty acres of arable in Walton Field, paying therefor 39s. per annum, and a heriot when it falls due.

Thus he who was so recently released from a state of bondage became a freeman and a copyholder; but as we shall see in the sequel (if the editor can find room for another article), it was not till 1577, when John Berrow sold the manor, that Nicholas Smithsend became Lord of the Manor of Walton Kerdiff, where his grandfather William had lived as a serf fifty years before.

¹ *Sequelæ*: "Dicitur de pullis equinis vitulinis aliisque animalibus quæ matrem sequuntur" (Ducange). "Issue of a *nativus* or bondman."—Martin, *The Record Interpreter*. Used in this connection with a sense of contempt.

I.—CHARTER OF ROBERT DE CARDIF, 1182-1202.

SCIANT presentes et futuri quod ego Robertus de Cardif pro anima mea et pro anima patris mei et animabus parentum meorum concedo et dono in perpetuam elemosinam Deo et ecclesiæ Sce Mariæ Theokesbericæ decimam totius feni mei de dominio meo de Waltona quam scilicet decimam pater meus in vita sua dicitur eidem ecclesiæ promisisse quam promissionem ego perficio et meam insuper inde donationem facio et hac carta mea cum sigilli mei appositione confirmo.

Testibus Simone et Rogerio fratribus meis Rogerio Britton Osberno cognato meo Herveo ? tunc ballivo de Theokesbericæ.

II.—CHARTER OF WILLIAM DE CARDIF, BEFORE 1248.

SCIANT presentes et futuri quod ego Willelmus de Cardif miles inspexi cartam patris mei in hec verba. (Charter No. I quoted *verbatim*.) Volo itaque ut dictæ ecclesiæ monachi predictam decimam feni sicut a patre meo est eis concessa et confirmata libere et pacifice et integre percipiant et possideant in perpetuum et ut liberum et salvum transitum habeant per terram meam eandem feni decimam cariandi.

Hiis Testibus Nich: Pont: Rob: et Matth: de bisamton ? Symon de Cardif. Cecilia uxore mea. Robert the baker, and many others.

III.—MANUMISSION OF WILLIAM SMYTHSEND, 1528.

Omibus Xto fidelibus ad quos hoc presens scriptum pervenerit Henricus permissione Divina abbas monasterii Beatæ Mariæ Virginis de Tewksbury et ejusdem loci conventus Salutem in Domino Sempiternam. Noveritis nos prefatum abbatem et conventum unanimi nostro assensu consensu de mera voluntate totius nostri capituli Manumisisse liberum fecisse et ab omni jugo servitutis Villenagii Bondagii seu *noemtatis* ? liberasse Willielmum Smythsend husbandman filium Johannis Smythsend per nomen Willielmum Smythsend aut quocumque

alio nomine sentiatur seu vocetur, nativum et villanum nostrum manerio de Walton Cardyff in Com: Glouc: spectatum cum omnibus filiis et filiabus suis quibuscumque videlicet tota sua sequela a corpore suo licite exeuntibus tam procreatis quam procreandis bonis catallis et aliis rebus suis quibuscumque existendibus. Ita quod idem Willielmus Smythsend et tota sua sequela procreata et procreanda deinceps ab omni jugo servitutis exeant et exeuntes omni gaudeant libertate tam pro seipsis quam pro omnibus bonis catallis et rebus suis universis inperpetuum. Et insuper noveritis nos prefatum abbatum et conventum remisisse relaxasse et omnino pro nobis et sucesoribus nostris in perpetuum quietum clamasse eidem Willielmo Smythsend omnes et omnimodo actiones tam reales quam personales quas versus eundem Willielmum habuimus habemus seu in futuro quovismodo haberi poterimus rationem causam seu occasionem alicujus servitutis Villenagii Bondagii seu *noemtatis*? Ita quod nec nos prefatus abbas et Conventus nec successores nostri aut aliquis alius pro nobis vice seu nomine nostro, aliquod clamorem titulum demandam seu interesse de vel in predictum Willielmum Smythsend aut in sequelas procreatas vel procreandas bonis catallis et rebus suis quibuscumque habere poterimus nec in futuro debemus sed ab omni actione juris clamore titulo demanda vel interesse aut juris remedio inde pervenerit feoffamentum omnino exclusi per presentes. In cujus rei testimonium huic presenti scripto nostro Sigillum nostrum apposuimus. Datum in Domo nostro capitulari monasterii nostri predicti, quinto die mensis Januarii Anno Regni Regis Henrici octavi decimo nono.