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## **Hugh Westwood**

by A. C. Painter  
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## HUGH WESTWOOD

by BRIG.-GENERAL A. C. PAINTER, C.M.G.

AMONG the effects produced by the Dissolution of the Monasteries were large changes in the ownership of land, the discontinuance of education and the lack of provision for the poor and infirm. The monastic lands passed in many cases into the hands of great families, who in turn sold them to smaller men, and, in some instances, the land came into the ownership of those who had been tenants of the monasteries, and therefore, from the point of view of the local inhabitants, continuity was not broken, as the new 'squire' was one for whom they has always worked as 'farmer' or tenant of the abbey. On this new order of landlords fell the responsibility for providing a remedy for the other two effects referred to, and the benevolent among them endowed schools and almshouses. The abbeys of Tewkesbury, Gloucester and Cirencester, amongst others, had owned many manors and much land in the middle Cotswolds, and one of the new landowners who devoted some of his wealth to these benevolent purposes was HUGH WESTWOOD, of Chedworth.

Hugh Westwood founded and endowed the grammar school at Northleach, and also an almshouse for old men at Bibury, and he benefited in other ways the people among whom he lived. His fame was however apparently limited to his own neighbourhood, and it is from local sources, mostly unpublished, that information about him is forthcoming. Some light is thrown by his will upon matters which would otherwise have been obscure, and the following notes place on record the facts that have been collected concerning him, more especially in relation

to the land he owned and the people with whom he was associated.

Of his parentage and early life no information is forthcoming, but it would not be inconsistent with any known facts to assign 1500 as being somewhere about the date of his birth. An armigerous family of the same name existed in Worcestershire about this time,<sup>1</sup> in Chaddesley Corbett, in Bromsgrove and at Warley Grange, but there are no grounds for connecting them with Hugh Westwood of Chedworth, except that the conjunction of the family names Westwood, Yate and Throckmorton in the parish of Chaddesley Corbett, Worcestershire, and of the same names in Gloucestershire in direct connexion, as will be seen, with Hugh Westwood, may be more than a coincidence. On the other hand it is not impossible that his name may have had a Gloucestershire origin, from the place-name Westwood or Westwode, a township or hamlet near Bisley, belonging to the abbey of Cirencester,<sup>2</sup> with which Hugh Westwood must have been acquainted, as his wife had been living in that neighbourhood before he married her.

Westwood was born too late to become one of the great woolmen of the Cotswolds, and although he was associated with the great house of Tame and other similar families, he was probably more a wool grower than a wool merchant. His grazing land may be roughly computed at between 6000 and 7000 acres, Northleach being his nearest town, and his trade extending to Fairford and Lechlade in one direction, and to Cirencester and Cricklade in another. The decline of the Cotswold wool trade had begun to set in by the time he reached the height of his prosperity,

<sup>1</sup> Visitation of Worcestershire, 1569 (Harl. Soc.), p. 155, and Victoria County History of Worcestershire, III, 27, 35, 42, 151.

<sup>2</sup> Hockaday Abstracts (Gloucester Public Library), 124.

[For convenience the form of the numerous references to these papers which follow is shortened to 'Hockaday', and the volume number.—EDITOR.]

which does not appear to have been long maintained by his successors.

If facts about Hugh Westwood's life are scarce, a pathetic story told about him is, fortunately, not a fact. It was current about a century after his death, and, in spite of its contradiction by Rudder in 1779, still crops up occasionally. It is first recorded in Gibson's edition (1695) of Camden's *Britannia*, in the following terms: 'Next is *North-leach*, a market-town with a neat Church. Here is a good Grammar-school founded by *Hugh Westwood* Esq; who (as 'tis commonly reported) came afterwards to be low in the world, and desiring to be Master of his own school, was deny'd that favour by the Trustees'.

This story carries with it its own refutation, as the school was not founded during his lifetime, but under the provisions of his will. In his will, however, he twice mentions his 'base' son bearing his own name, Hugh Westwood, and it seems most probable that it was this son who was refused the schoolmastership, perhaps on the ground of illiteracy, which would have been an obvious disqualification. His father had not, however, left him unprovided for, as by his will he gave him enough to set him up and keep him going as a small farmer.

Among the many fine brasses in Northleach church which commemorate the wool staplers, is one to Thomas Bushe and Johan his wife. Hugh Westwood is mentioned by both of them in their wills<sup>3</sup> in such a way as to show that he was their friend and not their dependant. The former (will proved P.C.C. 20 Nov. 1525) left 'to Hugh Westwode my best gowne and doblet', the latter (will proved P.C.C. 11 Feb. 1526-7) left 'to Hugh Westwood a ring'.

Under the will of Sir Edmund Tame the elder of Fairford, who died in 1534, Westwood inherited a life interest in all the testator's tenements in Tewkesbury.<sup>4</sup>

<sup>3</sup> Hockaday, 300.

<sup>4</sup> *Ibid.* 194.

Some years later he appears in a more responsible capacity as one of the overseers named in the will of Michell Ashefylde of Northleche, gent.<sup>5</sup> (proved P.C.C. 14 March 1540-1), and a clause in this will affords evidence of his financial standing—' . . . also the £40 I owe to one Waverley of London, goldsmyth, for payment of which one Hughe Westwoode standithe bounden, and I give the said Hughe 60 toddes of my wolle if Richard Selwyne, clothyar of Leonard-standley refuse to pay the said Hughe the £40 before St. Barthelmew '.

In 1543 he was living at Chedworth, as we find that in May of that year, when James Rathebone compounded for first-fruits of the free chapel of Kynleye, in Nympsfield,<sup>6</sup> to which he had been presented in 1542 by Sir Edmund Tame, one of the sureties is described as Hugh Westwood of Chedworth, gent. In 1544 he benefited under the will of Sir Edmund Tame, the younger, as will be seen later, and to which he was one of the witnesses.

Before the Dissolution, Westwood held, as tenant of the monastery of Tewkesbury, certain lands in Coln St. Dennis (Coln Deans) and Calcot; these and other lands in the same parish held by two other tenants of that monastery, together with the manor of ' Culne St. Denis and Calcote, alias Caldycote ', were granted by Henry VIII in 1542 to William Sharyngton, esq., the king's servant,<sup>7</sup> and in 1543 licence was granted to Sharyngton to alienate the said manor and lands to Westwood. In 1554 the latter presented the living of Coln St. Dennis to John Williams,<sup>8</sup> the vacancy being caused by the deprivation of Laurence Gase on account of marriage. The signature is ' Hugh Westwode ', this being his own way of spelling his name. Laurence Gase, who was a former monk of Tewkesbury,<sup>9</sup> was befriended by Westwood on more than one occasion. When Gase lost the benefice of Coln St.

<sup>5</sup> Hockaday, 300.

<sup>6</sup> *Ibid.* 302.

<sup>7</sup> *Ibid.* 167.

<sup>8</sup> *Ibid.* 167.

<sup>9</sup> *Trans. B.G.A.S.* XLIX, 103.

Dennis for the reason mentioned, he was at once given that of Painswick, where, it might seem, marriage was no bar to preferment although in Queen Mary's patronage, and on this occasion 'Hugh Westwood of Chedworth, esq',<sup>10</sup> stood as one of his sureties. When circumstances became favourable, and a vacancy occurred, Westwood appointed Gase to his own living of Bibury,<sup>11</sup> together with the chapelry of Winson, in 1559.

The manor and benefice of Bibury originally came into Westwood's possession in a similar manner to those of Coln St. Dennis. In the reign of Henry VIII he had been tenant there of lands which he held of the dean and chapter of Oxford,<sup>12</sup> and which he used for sheep farming, paying tithe of wool, sheep and lambs. During the last three years of Edward VI, this manor passed rapidly through several hands including Sir William Sherrington, who had evidently been knighted since he sold Coln St. Dennis to Westwood. Owing to its title being derived from the Duke of Northumberland, it would not have been regarded as a good long-dated security, and, after holding it for nine days,<sup>13</sup> the Earl of Pembroke alienated it to Hugh Westwood in 1552, and at the critical time of Queen Mary's accession it was in his hands. She lost no time in reversing the grant of her brother, and, according to Rudder, in 1553-4 granted the manor to John Walters and Thomas Carpenter. Rudder notes that in spite of this fact, William Westwood was lord in 1608. This unexpected continuity is explained by a statement in Hugh Westwood's will, in which he leaves to his brother, John Westwood, an annuity of £5 out of his manor of Bibury 'which I the said Hugh Westwood, lately purchased of Thomas Carpenter and [blank] Waltes' (*sic*). It is not apparent whether he had to pay for it twice over, but it is clear that throughout Queen Mary's reign he was not the

<sup>10</sup> Hockaday, 309.

<sup>11</sup> *Ibid.* 121.

<sup>12</sup> *Ibid.* 121.

<sup>13</sup> Rudder, p. 285.

owner. It might perhaps be suggested that Carpenter and Walters were put in to keep the property safe for Westwood, as the purchase referred to in his will synchronized with the accession of Queen Elizabeth.

The manor of Bibury remained in the Westwood family till shortly before 1623 when another Hugh Westwood, probably the son<sup>14</sup> of William, sold it to Sir Thomas Sackville. The connexion was not however entirely severed, as in 1628 Richard Westwood presented to the living 'for this term'.<sup>15</sup>

The benefice suffered the same vicissitudes as the manor, but in a less degree. Shortly after its acquisition by Hugh Westwood, the vicar, William Sheldon, was deprived for marriage, and Hugh Westwood presented<sup>16</sup> the living of Bibury with the chapelry of Winson to Henry Welyes (Willisse or Welles), being concerned at the same time in providing a pension for the dispossessed vicar. His nominee was not objected to, and retained the living throughout Queen Mary's reign until his death, when in 1558-9 Westwood presented Laurence Gase. In 1561, shortly after succeeding to the property, his nephew 'Robert Westwoode of Bibury esq.' alienated<sup>17</sup> the advowson for one vacancy only, later asserting, through his son William,<sup>18</sup> his right to present in 1599, but it was apparently not upheld, as in that year John Coxwell of Ablington presented. In 1628, Richard Westwood was patron of the living, although not lord of the manor. According to Atkyns, however, R. Westwood, Esq., and Sir Tho. Sackvill were joint patrons in that year.

Westwood refers in his will to 'my mannor of Arlington and lands . . . in Arlington aforesaid'. I can find no evidence as to how the manor of Arlington came to him, probably he acquired it at the same time, and under the same circumstances, as the manor of Bibury, as both

<sup>14</sup> Rudder, p. 285.

<sup>15</sup> Hockaday, 121.    <sup>16</sup> *Ibid.* 121.    <sup>17</sup> *Ibid.* 121.    <sup>18</sup> *Ibid.* 121.

manors were in the hands of John Harrington in the reign of Edward VI, and both are in the same parish. A mutilated passage in the will mentions ' . . . House of Ablington ', possibly this may refer to a person of that name living at Ablington, and not to a building. Ablington is also in Bibury parish, but the manor does not seem ever to have belonged to Westwood.

In the next group of parishes to be mentioned, Westwood had lands but not manors. They are best referred to in his own words :—' I the said Hugh Westwood likewise doe by this my last will and Testament bequeath give graunt and devise to my feoffees aforesaid and to their heires and assigns for ever All my lands tenements meadowes leasowes pastures and hereditaments whatsoever sett lying and being in Peters Ampney Holly-Roode Ampney and Ashbrooke in the said County of Gloucester whereof parte I purchased of my Lady Margreate Stafford and parte thereof once did belong to the Priory of Bradstocke to have . . . intent to finde and keepe fower poore men in Bibury . . . ' The parishes in question are now better known as Ampney St. Peter, Ampney Crucis and Ampney St. Mary. The charity still exists, and is supported by revenue from the same lands. The feoffees referred to are the same as those named in the trust for Northleach grammar school (see later).

Lady Stafford, wife of Sir Humphrey, was the eldest daughter of Sir Edmund Tame, the elder, and succeeded to the Rendcomb property on the death of her brother in 1544. Before long most of the Tame property passed into other families. It seems probable that the land which Westwood bought from her was that which he himself had occupied for years previously, first as tenant of the abbey of Tewkesbury, and later of the Tame family, including Lady Stafford herself.

The ' Priory of Bradstocke ' was Bradenstoke in Wiltshire, and its property in Ampney Crucis, after first being granted to John Honyborne, and then being in the life

tenure of Richard Bye and his wife Alice and son John ever since 24 Henry VIII,<sup>19</sup> was purchased, on 16 July 37 Henry VIII, by James Gunter and William Lewis,<sup>20</sup> who will be referred to later.

Westwood's will also disposed of the manor of Arlingham. There is no evidence as to how he became possessed of this manor, but as it was, apparently, *jure uxoris*, it will be dealt with in connexion with his wife's family.

Hugh Westwood's connexion with Chedworth was different from that with the other places which have been mentioned. It was the place in which he lived, although he did not own the manor. Whenever he is described as of anywhere, it is always 'of Chedworth', and he so describes himself in his will. The house in which he lived was not his own, but was held on a lease from Lord Chandos, and it does not appear to have been the manor house, as there is no evidence that the Brydges family (Lords Chandos) ever owned the manor. All his household property seems to have been at Chedworth, as he left to his wife 'one halfe of all my plate and houshold stuffe of what sort soever the same being at my house at Chedworth—(at which point the document is mutilated)—presse standing in mine owne chamber which my said wife brought with—' (mutilated). He also bequeathed 'To Jane my wife my lease and terme of years of the ffarme of Chedworth and of all my lands tenements and hereditaments to me the said Hugh Westwood demised and lett together with the said ffarme (the lease of the woods and underwoods called Chedworth woods onely excepted and reserved) I do alsoe graunt to my said wife one acar of under wood to be taken yearely in Chedworth woods during the yeares of my said lease of the woods. Alsoe I will and devise to my said wife fower hundred sheepe goinge in Chedworth fields in my flocke there to rune out

<sup>19</sup> Hockaday, 101.

<sup>20</sup> *Ibid.* 101, and Rudder.

of the fould first And six kine eight oxen and their apparrell to plough withall five horses for the carte beinge att Chedworth and one carte two ploughes and three harrowes and a Rowler upon this onely condicōn . . . ' The condition will be referred to later. He also left his wife ' all corne either in the fields or in the barnes att Chedworth ... ' and imposed on her the liability for '... payinge the Rent Corne to my Lord Chandos and all other Rents goinge out of the said ffarme and parsonage'. The words ' Rent Corne ' suggest that he may have held the farm at Chedworth at a peppercorn rent, unless this rent was payable in kind; in the former case, however, one would have expected the words ' if demanded '.

The benefice of Chedworth had become separated from the manor. The Tames held a lease for 20 years of the ' parsonage ' under indenture dated 17 March 18 Henry VIII<sup>21</sup> and at his death in 1544, Sir Edmund Tame the younger left this lease to Hugh Westwood, with a term of 3 years still to run; the fact that Westwood was still in possession of the parsonage at his death 15 years later shows that the nature of its tenure must have changed. On 16 July 37 Henry VIII (1545), James Gunter, gent. and William Lewis, yeoman, both local men, purchased the rectory etc. (*i.e.* the parsonage) of Chedworth, with the exception of the advowson, and the grant was confirmed by the king the next day, 17 July. This was, as we have previously seen, the same day on which the same Gunter and Lewis had bought the Bradenstoke Priory lands, etc., in Ampney Crucis, and it is noteworthy that both of these purchases came, or came back, into the possession of Hugh Westwood, and that both were devoted by him, in his will, to charitable purposes. Whether Westwood ever exercised his right of presentation to the vicarage, for so it had become by the impropriation of the rectorial tithes, is uncertain, but it is probable that he did. A

<sup>21</sup> Hockaday, 150.

former monk of Hailes Abbey, named Richard Woodward, became vicar of Chedworth, probably in 1555<sup>22</sup> at which time the living was in Westwood's gift, and he benefited under the will, in the following terms :—' Whereas one pownde six shillings and eight pence a yeare were a right to be paid out of the parsonage of Chedworth to the vicarrage as a pention I will from this day forward to be paid unto the Vicar againe '.

As the whole of Westwood's endowment of Northleach grammar school came out of his property at Chedworth, it may be convenient to deal here with those portions of his will which provide that bequest :—

To the Right Honorable Lord Chandos S<sup>r</sup> Gyles Poole knight S<sup>r</sup> Thomas Throgmorton and S<sup>r</sup> Nicholas Arnolde knights William Reade Walter Barskerbill and Henry Hodgkins esqs Thomas Marshall Thomas Wattson William Partredge gen. and to Thomas a Parry the elder and Hugh Rackliffe my servants and to their heires the personge of Chedworth in the county of Gloucester And all . . . and . . . ts and tythes pentions portions and obligations of what nature kinde or degree they be of in Chedworth aforesaid or elsewhere to the said personage of Chedworth by any manner of meanes . . . or belonginge with the appurtenances And one tenement with the appurtenances which James Griffeth now dwelleth in in Chedworth aforesaid And one Close and one yardland with the appurtenances called Hill-walles\* in Chedworth aforesaid To have and to hold the said psonage tenement close and yardland aforesaid with the appurtenances to the said Lord Chandos S<sup>r</sup> Gyles Poole S<sup>r</sup> Thomas Throgmorton and S<sup>r</sup> Nicholas Arnolde knights William Reade Walter Barskerbill Henry Hodgkins Thomas

<sup>22</sup> *Trans. B.G.A.S.* XLIX, 90, 100.

\* Hill Walls still exists as a field bearing that name.

Marshall Thomas Wattson William Partredge Thomas a Parry and Hugh Rackliffe and to their heires for ever to the onely use intent and for and in consideration purpose condition and intent that my said feoffees shall found and erect one Grammer Schoole in the Towne of Northleach in the said county of Gloucester within three yeares next after the decease of me the said Hugh Westwood the schoole-master and his successors to be at the onely appointment and denomination of me the said Hugh Westwood and mine heires for ever Provided alwaies and my will is that the said schoole-master and schollers for the time beinge shall every day att the breaking upp of the schoole say or singe one Antempe and the Pater Noster and Avey or some other godly or hol-some prayer having in remembrance me the said Hugh Westwood founder thereof and mine heires for ever Provided and I will by this my last will and testament that the said Towne of Northleach shall prepare a house convenient for the schoole house and the schoolmaster meete and necessary for the purpose or else the schoole not to be there . . . '

Bigland (1791) makes the following incorrect statement regarding the benefice of Chedworth:—' After the suppression it became the Property of Hugh Westwood, Esq., who, in 1558, invested the Provost and Fellows of *Queen's College, Oxford* with the Right of perpetual Advowson, and settled the Impropriation (subject to an annual Charge of 16s. 2d. to the Crown), for the Foundation of a free Grammar School in the Town of *Northleach*, the Master of which is to be nominated by that Society'. The date given is incorrect, and moreover Westwood made no reference to Queen's College in his will, but, as already stated, he vested the property in certain trustees, with instructions for the founding of the grammar school. It was not until 4 James 1<sup>23</sup> (1606-7), that it passed from

<sup>23</sup> Camden's *Britannia*, ed. 1695, p. 250.

the trustees into the hands of Queen's College, Oxford, who first presented to the living in 1682.<sup>24</sup>

Of such well-known people as Edmund 2nd Lord Chandos of Sudeley, Sir Giles Poole of Sapperton, Sir Thomas Throgmorton of Tortworth (high sheriff that year), Sir Nicholas Arnold of Highnam, little need be said. Of the other trustees, for the opposite reason, little *can* be said. William Reade was an owner of land near Tewkesbury, and later high sheriff, Henry Hodgkins was the king's woodward for the county,<sup>25</sup> and William Partridge was probably of Wishanger, in Miserden.

Another, and smaller property of Westwood's, a farm situated in Lechlade parish, was called either Rod-Hay or Redhey. The lease of the farm in question was left by Sir Edmund Tame the younger to Hugh Westwood by will,<sup>26</sup> but it is not stated how long the lease had to run, nor from whom it was held. It would seem that Westwood converted his lease into a freehold, and that it was in his possession when he made his will, as he left £6 13s 4d 'to the highway between Endlands and Rod-Hay in Leachlead', presumably to make good damage done by his traffic. He also left a similar sum 'to the highway att Cricklead Townes ende lying to Cicester'.

Hugh Westwood did not come of an armigerous family; prior to 1547 he is either referred to as 'gentleman' or given no qualification at all. In 1547 he appears in the Commission of the Peace for Gloucestershire,<sup>27</sup> after which date he is always referred to as 'esquire', a justice of the peace being *ipso facto* an esquire according to the customs of heraldry, and he probably received a grant of arms on

<sup>24</sup> Bigland.      <sup>25</sup> *Trans. B.G.A.S.*, XLIX, 99.

<sup>26</sup> Hockaday, 322.

<sup>27</sup> *Patent Rolls*, Edw. VI, vol. I, 84. On 3 March 1553 he was appointed a Commissioner for Gloucestershire to enquire as to church property still unsold. *Ibid.*, v, 414.

this occasion. I have not found his arms anywhere recorded, but Rudder states that in his day (1779), the master and brethren of the almshouse which Hugh Westwood founded at Bibury, each wore on his coat 'a plate of silver, whereon are engraven the arms and initial letters of the name of the founder'. In the probate of his will he is called 'armiger'. As Hugh's nephew and heir Robert, lord of the manors of Bibury, etc., is generally styled 'esquire' it may be presumed that any grant of arms to Hugh included his heir. The Visitation of Gloucestershire 1623, however, records no arms as pertaining to any Westwood in this county. The Worcestershire family of that name was armigerous, arms being confirmed 44 Eliz.,<sup>28</sup> but I can find no evidence that it was so in Hugh Westwood's lifetime.

Before passing to his wife and her family it may be as well to record, in his own words, what he says of his own relations. He bequeathed 'to Hugh Westwood my base sonne', whose mother's name he gives as Agnes Huys (? Hughes), 'one annuitie or yearely rent of six pounds thirteene shillings and fower pence . . . out of my mannor of Couldeanes and Calcote als Caldecote' with power to distrain for it. He left him also 100 sheep 'as they shall runne out of the foulde of my flocke of Bibury two plough bullockes and two kine'. 'To my Brother John Westwood' he left an annuity of £5 out of his manor of Bibury; he may have been a half brother in view of the way in which he describes another brother. 'To my Sister Edith' an annuity of £4 out of his manor of Bibury. As no surname is given she was presumably unmarried.

Of his residuary legatee he says—all other manors, lands, etc., in the county of Gloucester or elsewhere within the Realm of England 'to my Cozen Robert Westwood mine heire sonne of Robert Westwood late of

<sup>28</sup> Burke, *General Armory*.

Arlington deceased Brother by the whole blood to me the said Hugh Westwood . . .'. The relationship was, of course, what would now be called nephew, and not cousin.

More information is forthcoming about the antecedents of Hugh Westwood's wife than about his own. She was Jane, daughter of Sir Alexander Baynham, of Westbury-on-Severn, knight, high sheriff in 1515, and widow of Robert Wye, of Upper Lypiatt, esquire. All the authorities are silent as to her second marriage, but it is placed beyond doubt by Hugh Westwood's will, and is corroborated by the letters of administration granted at her death.

Sir Alexander Baynham's second wife, Elizabeth (daughter of Henry Tracy and widow of Edmund Langley<sup>29</sup>), and her children are mentioned in his wills, of which there were two. In the earliest, dated 31 May 5 Henry VIII<sup>30</sup> (1513), he left his wife and executrix Elizabeth, in addition to a life interest in certain lands, etc., '20 marks by the year for the finding of Thomas and James my younger sons to their learning or otherwise as she shall think best . . . she shall have also 100s a year to find my daughter Jane till she be married'. It is evident therefore that they were quite young children at that time. A later 'testament'<sup>31</sup> dealing with personal property, made five days before his death, which occurred on 25 September 1524,<sup>32</sup> at the age of 64 or 65, shows that Jane was then grown up, but probably unmarried, as he left her 200 marks, calling her Joan *alias* Jane, and to Thomas he left a 'young horse called Leyard', while James is not mentioned although he was still living. Thomas died without issue and Jane eventually became his heir,<sup>33</sup> thereby inheriting any property their mother

<sup>29</sup> Visitation 1623, and *Trans. B.G.A.S.* vi, 184.

<sup>30</sup> Hockaday, 389. <sup>31</sup> *Ibid.* 389.

<sup>32</sup> *Trans. B.G.A.S.* vi, 184.

<sup>33</sup> Visitation, 1623.

may have had. James profited by the 'learning' his father intended for him, and went to London and became a lawyer. His omission from his father's last will may perhaps be due to his having already given evidence of those religious convictions which led to his trial for heresy, and to his being burned at Smithfield 30 April 1531.<sup>34</sup> In addition to Westbury, Sir Alexander left considerable landed property in the Forest of Dean and in Herefordshire, but none of these concern Jane Westwood.

Jane Baynham married, as his second wife, Robert Wye of Over Lypyate, † who had already had eight children by his former wife, one of the Warwickshire Grevilles, and Jane was the mother of nine more.<sup>35</sup> As was usual in those days, infant mortality caused some of their christian names to be duplicated, but what is not usual is that, according to the Visitation, both his daughters (there were only two) were named Elizabeth, both grew up and both married, one being Jane's step-daughter and the other her daughter. According to the Visitation also, the former married Richard Yate, and the latter Robert Palmer of Blockley. On the other hand, Hugh Westwood in his will refers to Elizabeth Yate 'my said wives daughter', and does not mention any other of her children or step-children. Also after her second widowhood Jane spent the rest of her life with Elizabeth Yate and her family at Arlingham, and I think there can be little doubt that, in spite of the pedigree given in the Visitation, Elizabeth Yate was Jane Wye's own daughter. This is supported by Robert Wye's will<sup>36</sup> (dated 23 November proved p.c.c. 6 December 1544), which only mentions one daughter named Elizabeth, and which makes it clear that his elder daughter was named Margaret, and shows that she was probably the wife and mother of members of the Wytney

<sup>34</sup> Rudder, p. 791 (note).

† Now Lypiatt Park.

<sup>35</sup> Visitation, 1623.      <sup>36</sup> Hockaday, 124.

family of Icombe (Icomb), to whom he, Robert Wye, left his lease of that place. Robert Wye died in 1544, probably at an advanced age, as all his children were grown up, his older sons already holding the various properties he left them. He left his widow Jane his manor of Over Lypyate, his lands in Corsse and Longden, his two chief houses in Tewkesbury and his lease of Locemore (now Lowsmoor farm in Avening), the whole to go to their son Anthony after her death. There are other matters of interest in his will, but from the Westwood point of view the daughter Elizabeth is the only one that need be considered. She was evidently unmarried at her father's death, as he left instructions for his widow to pay her £100, no doubt as dowry, and he also left Elizabeth lands in Pitchcombe.

Shortly after her father's death, *i.e.* between 1544 and 1546, Elizabeth Wye married Richard, son and heir of Walter Yate of Arlingham, esquire, and his wife Joan. The later date is fixed by the will of Walter Yate,<sup>37</sup> dated 10 August 1546, in which this passage occurs—' to Katherine my daughter 100 markes to her mariage whiche sune my executrix shall receyve of Maistres Wye whiche she oweth for the marage of her daughter to my son '.

This brings us to another problem in Hugh Westwood's will, and that is, how did the manor of Arlingham come to be at his disposal? There were Yates in Arlingham from shortly after the Conquest until about 150 years ago, but it is made to appear that they only came into possession of that manor under the will of Hugh Westwood. Rudder, following the account given by Atkyns, has these two conflicting statements—' John At-Yate was seized of the manor of Erlingham, 41 E.3 ', and—' The manor of Arlingham came afterwards into the family of the Westwoods; for Robert Westwood, on the death of his father, had livery of it, 1 Eliz. From them it passed to the family

<sup>37</sup> Hockaday, 103.

of the Yates'. 'Father' should, of course, read 'uncle', but even then it is not clear how Robert Westwood ever had livery of it, as, although he was the residuary legatee under his uncle's will, Arlingham did not fall into the residue. He was also in remainder in case the heirs of Richard and Elizabeth should fail, but this did not happen. It is possible that the 'manor' of which John At-Yate was seized 41 Ed. III was only an 'estate' in Arlingham, which his father and grandfather had held before him.<sup>38</sup> It appears also that there was at one time more than one manor in Arlingham.<sup>39</sup> On the other hand Bigland wrote in 1791 that at that date Arlingham had 'but one manor, which has for seven Centuries been in the possession of the Yate family'.

Hugh Westwood left the manor of Arlingham to his wife, Jane Westwood, and on her death it was to go to 'Elizabeth Yeate my said wives daughter' for life, and after the latter's death, not to her husband, but to their son, 'Robert Yeate sonne and heire of Richard Yeate gentlman' and his heirs male, failing such issue to go to the heirs male of Richard Yate and Elizabeth Yate his wife, and in default of such issue to the right heirs of 'me the said Hugh Westwood'. This bequest was subject to Richard and Elizabeth Yate paying to the executors £300. In default of such payment Arlingham was to go to Robert Westwood after the death of the testator's wife, the said Robert in that event to pay £300 to the executors.

The most likely story to fit all the circumstances would be that to enable Walter Yate to provide for his daughter, and to enable Mistress Wye to pay her daughter's dowry, Hugh Westwood supplied what was necessary in return for a mortgage on the Arlingham property, and, as part of the transaction, married the widow. As a matter of

<sup>38</sup> Rudder.

<sup>39</sup> Rudder and Bigland.

fact the Yates retained possession, and evidently paid the £300.

The will refers to two other children of Richard and Elizabeth Yate. The bequest to his widow Jane of his property at Chedworth, already referred to, was made subject to the condition that she should pay ' to Margreat Yeate and Walter Yeate towards their preferment of livinge ' £40 each or 200 sheep each, or to the survivor of them; or if both Margaret and Walter Yate should die then the said sheep or the four score pounds were to go to the poor men in the country to be distributed ' by the oversight of Henry Hodgkins Thomas Wattson and my executors '. Robert, Walter and Margaret were evidently the only children of Elizabeth Yate who were living at Hugh Westwood's death, they all three died without issue,<sup>40</sup> and the manor of Arlingham came eventually to Thomas, a younger son of Robert and Elizabeth, who was not born early enough to be mentioned in the will. Atkyns's and Rudder's accounts of the sixteenth century portion of the Yate pedigree are incorrect.

There is a clause in Westwood's will ' That if my said wife shall refuse her joynture in Arlingham—(mutilated)—claime any other dower or molest or trouble my said Heire or any my —' a further mutilation leaves the penalty for this contingency unrecorded.

To revert to Jane Wye,—after having been married for about 20 years to a man much older than herself, and having seen her daughter married, and presumably leaving her son in possession of the manor of Upper Lypiatt, she married Hugh Westwood, when and where it is not possible to say. This marriage seems to be nowhere recorded except in the papers here dealt with. It is possible that Jane's family may have considered this to be a *mésalliance* on her part, the daughter of a Baynham and of a Tracy, and they may not have placed it on record.

<sup>40</sup> Visitation, 1623.

This seems to be borne out by the fact that most of the important people named in Westwood's will appear to have been friends acquired through his marriage, the families of Brydges (Lords Chandos), Poole, Throgmorton, Arnold, Tracy, Wye and Baynham all being connected. On the other hand, Sir Nicholas Arnold and Sir Edmund Tame the younger married sisters, and Tame was a friend of Westwood's before the latter's marriage.

Jane Westwood survived her second husband for many years, and died at Arlingham in 1586, administration of her goods being granted 23 November of that year to her son Anthony Wye.<sup>41</sup> Her daughter Elizabeth Yate survived her only a few days, administration granted 6 Dec. 1586,<sup>42</sup> her husband Richard Yate having predeceased her in 1581.<sup>43</sup> Jane Westwood must have been about 80 at her death, as the date of her birth could not have been later than about 1506 consistently with the other facts known about her.

Westwood left no legitimate children, he appears to have married comparatively late in life, and there is no evidence of an earlier marriage.

In addition to Westwood's two important charitable bequests, already mentioned, he left money for several minor charities as follows:—

To the poore in Cirencester	-	-	£6 13 4
To the poore people in Northleach	-	-	£3 6 8
To the poore of Fairford	-	-	40 shillings
To the poore people in the pish of Bibury	-	-	40 shillings
To the poore in Leachlead	-	-	40 shillings

I give and bequeath yearely to the poore people of Chedworth thirteen shillings and fower pence to goe out of the personage there for ever.

To the marriage of thirty poore maydens in the pish of Fairford Bibury and Chedworth thirty pownds every mayden to have twenty shillings.

<sup>41</sup> Hockaday, 103. <sup>42</sup> *Ibid.* 103. <sup>43</sup> *Ibid.* 103.

His minor personal legacies were as follows:—

To Margreat Rogers to her marriage thirty pounnds.

To Elizabeth Brooke in recompence of her service twenty markes.

To Robert Whitehead 20<sup>s</sup>; John Higgons 20<sup>s</sup>; John Cookerton 20<sup>s</sup>; John Awood 10<sup>s</sup>; John Morse 10<sup>s</sup>; Robert Plyant 10<sup>s</sup>; Richard Drake 10<sup>s</sup>.

He also left annuities to the following whom he describes as his servants:—

To Hugh Rackliffe 40 shillings out of the manor of Couldeanes and Calcote *als* Caldicote.

To Peeter Rogers 40<sup>s</sup> out of the said manor.

To Thomas Aparry the elder and Emme his wife £4 out of the said manor.

To Thomas Ingram, Richard Floyde, William Haule and George Piggon 20<sup>s</sup> a piece out of the manor of Arlington.

To John Fillips 40<sup>s</sup> out of the manor of Arlington.

There is a mutilated reference to

' . . . House of Ablington and to Richard F . . . de (? Floyde) of Arlington '.

and another to ' . . . ssher late wife to Thomas Fissher . . . '.

Lastly ' . . . my trusty and welbeloved Henry Hodgkins and Thomas Wattson mine executors . . . ' are to have 5 marks each.

In addition to the executors named, it appears from the probate that his nephew Robert Westwood was also one; the place where his appointment might appear in the will is mutilated. The probate also shows his wife Jane Westwood as executrix. The witnesses were ' Sir ' Richard Woodward vicar of Chedworth, Thomas Wattson and John Fillips, from which it is apparent that there was nothing in those days to deter a beneficiary under a will from being also a witness to it.

Hugh Westwood made his will on 1 May 1559, and it was proved (P.C.C.) on 6 April 1560. It is however possible

to fix the date of his death within narrower limits by the facts that his heir had livery of the manor of Coln St. Dennis and Calcot, with the advowson, in the first year (1558-9) of Elizabeth,<sup>44</sup> and presented to the living on 9 November 1559.<sup>45</sup> The will contained instructions that his body was to be buried where he might die, and this, presumably, was at Chedworth, although no monument or inscription remains to his memory, either there or, as far as I can ascertain, elsewhere. If an inscription had existed as recently as 1791, Bigland would have mentioned it.

The copy of the will, from which the foregoing information was obtained, was made on 17 August 1625, at the request of the inhabitants of Chedworth, no doubt with the object of safeguarding their interests under it, and the date more or less synchronizes with the time that the manor of Bibury passed out of the Westwood family. This copy however contains an extraordinary mistake on the part of the copyist, as it purports to record that the will was made 'this present first day of May in the yeare of our Lord God one thousand five hundred forty and nyne And in the first yeare of the Reigne of our dreade Sovereigne Lady Elizabeth . . .' etc. Obviously 1 May 1 Eliz. was 1559 and not 1549. It is evident also that Bigland made use of this copy, as he gives 1549 as the date of Hugh Westwood's will.

The numerous references to the work of the late F. S. Hockaday show how much the writer is indebted to his researches.

<sup>44</sup> Rudder, p. 386.

<sup>45</sup> Hockaday, 167.