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Lionel Cranfield and the Rectory of Campden

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Lionel Cranfield and the Rectory of Campden

By CHRISTOPHER WHITFIELD

BETWEEN 1610 and 1612 there was a dispute between Sir Baptist Hicks, later Viscount Campden, who had recently bought the manor of Campden, and his fellow speculator and financier, Lionel Cranfield, later Earl of Middlesex, over the right to the rectory (but not the advowson) of Campden. The story of the dispute is told in a hitherto unpublished series of Cranfield's letters,¹ and in a Chancery Suit of 1611-12.² The outcome of the clash of interests of these two shrewd and not over scrupulous magnates does not transpire from the surviving evidence, but it would appear that Sir Baptist Hicks either won the case or settled the matter out of court; for his descendants apparently owned the lands and collected the rents and tithes which Cranfield claimed to be his.

The dispute is of considerable interest, not only because it shows how difficult it was at that time even for the experienced to be sure of their title to the lands and other property they had bought, but because the evidence put forward throws fresh light on how and when Sir Baptist Hicks acquired the manor of Campden,³ and on the situation formerly unknown, of St. Katherine's Chapel,⁴ founded in 1180, and of certain fields and closes. Some light is also thrown on the way in which the Council for the Marches of Wales still operated in Gloucestershire in the 17th century.⁵

¹ *Hist. MSS. Comm. Series 80.* Cranfield Papers, 1551-1612, pp. 210-11, give brief particulars of the letters, and some account of Cranfield's dealings.

² Reference C. 8. 17/27. The transcripts of the letters and the suit are now at the Glos. County Records Office (Ref. D. 1945). The numbers at the head of each letter refer to these.

³ Percy Rushen. *The History of Chipping Campden*, 1899 and 1911, p. 29 (1911). Rushen confused the two conveyances to the mortgagees in 1606 and 1609 with the sale to Sir Baptist, which took place in 1610. Cranfield bought the rectory in March 1609-10.

⁴ The free chapel of St. Katherine was founded c. 1180 by Hugh Gondeville or de Gundeville, the then lord of the manor. See Rushen pp. 113-15.

⁵ C. A. J. Skeel *The Council of the Marches of Wales*, 1904. The Council was originally formed, probably in the reign of Edward IV, for the legal government of Wales and the Welsh Marches. It included in its jurisdiction the English counties of Gloucestershire, Worcestershire, Herefordshire, and Shropshire. By the 17th century its powers of jurisdiction over these counties was strongly disputed, and in 1610 it only had power, in the English counties, to judge debts and suits up to £10, and cases of trespass where the damages did not exceed this amount. The Council sat at Ludlow, 60 miles from Campden—a long and tedious journey.

There were several Shakespearian links too, for the dispute involved a number of Shakespeare's probable friends and acquaintances. George Bonner of Campden and Charingworth, a barrister of the Middle Temple, who was brother-in-law of Shakespeare's friend Thomas Combe I,¹ of the College, Stratford-on-Avon, and the 'very deare friende and cosin' of William Combe of Warwick,² acted for Cranfield. Sir Edward Greville of Milcote, Lord of the Manor of Stratford-on-Avon may also have been concerned as a mediator; and William Barnes Esq. of Tarlton and Clifford Chambers was involved as a magistrate. William Barnes was the stepfather and devoted friend of Shakespeare's and Michael Drayton's friend, Sir Henry Rainsford of Clifford Chambers. He was also a close friend of Thomas Combe I and Mary (Bonner) his wife, and was witness to and overseer of Combe's will, together with Sir Henry Rainsford.³ He also was the friend of Mistress Reynolds and her son William, Shakespeare's legatee, of Dr John Hall, his son-in-law, Francis Collins, his solicitor, and John and Thomas Greene, his cousins—as Mistress Reynold's will shows.⁴ There was yet another Shakespearian link, and through Cranfield himself; Cranfield's sister married William Digges, brother-in-law of Anne Digges, wife of Thomas Russell,⁵ Shakespeare's friend, and the chief overseer of his will, and Thomas Russell, having owned the manor of Broad Campden till 1603, was one of the assurers when in 1609, the manor of Campden was mortgaged to Sir William Withens and William and Edward Baber, who sold it to Sir Baptist Hicks in 1610.⁶ Until about 1611 Thomas Russell and the former Anne Digges, his wife, lived only a mile or so across the fields from Clifford Chambers, at Alderminster.⁷

The dispute had its origins in transactions which had taken place in the years after the Dissolution, and which had led to the apparent merging of the rectorial lands with the manor by Thomas Smythe, lord of the manor of Campden from 1536 till 1593,⁸ when he was succeeded by his son Anthony. Before the Dissolution the Abbey of St. Werbergh's, Chester, possessed the rectory of Campden, which it had been granted in 1093 by Hugh Lupus, Earl of Chester,⁹ the then lord of the manor and, as was their duty, the abbots presented

¹ *Notes & Queries*, October 1961.

² See letter 1136.

³ P.C.C. Dorset 3.

⁴ E. I. Fripp. *Shakespeare Man and Artist*, 1938, II, 9. 797.

⁵ Leslie Hotson. *William Shakespeare*, 1937, p. 125.

⁶ *Ibid.*, and Rushen, p. 27, (1911 ed.)

⁷ *Ibid.*, p. 203.

⁸ Rushen, pp. 13, 14, 27.

⁹ Hockaday Abstracts, Glos. Public Library. Rushen, p. 109.

to the living. In 1537, however, the rectory and advowson were separated by the grant by Thomas, Abbot of St. Werbergh's, of the advowson to three Chester laymen, Ralph Radford and John Birkenhead, merchants, and John Downe, butcher, and they presented in 1544, and again in 1549.¹ By Queen Elizabeth's time the advowson had reverted to the Crown, the Abbot's lease having expired, and the Crown presented in 1570, 1573, 1576, and 1616.² The advowson was bought from the Crown by Sir Baptist Hicks in 1623.³

The rectory, however, having been seized by the Crown in January 1540-1, was granted by Henry VIII to the newly formed Episcopal See of Chester, but soon afterwards passed back to the Crown in exchange for lands in Cheshire.⁴ This led to Chancery Proceedings in which one John Booth was plaintiff, and he alleged that a lease from the Dean and Chapter to him had been kept secret when the exchange was made.⁵ According to Cranfield's evidence in 1611 John Booth, in 1544, had been granted the rectory of Campden and its premises for twenty-one years from the Feast of St. John 1556, i.e. till 1577. At a later date John Booth had assigned the unexpired portion of his lease to Thomas Smyth, who had re-assigned it to his son Anthony. Queen Elizabeth later made a further grant to Anthony Smyth and his sons, specifically excluding the advowsons of churches and chapels. Despite this grant the rectory was held to have reverted again to the Crown on Queen Elizabeth's death, and James I proceeded to sell it, together with many other fragments of church and lay property, in 1605, to Lawrence Baskerville and William Blake,⁶ who were members of a syndicate that took over such properties wholesale from the Crown for much needed cash, and made what profit they could from them by subsequent re-sale. In 1609 the syndicate sold the rectory of Campden,⁷ to Lionel Cranfield, who speculated largely in Crown property, often in conjunction with his friend Sir Arthur Ingram. The purchase seems to have been one of Cranfield's less fortunate speculations, for Sir Baptist Hicks claimed that he too had acquired the rectorial lands when he bought the manor of Campden from the mortgagees of Anthony Smyth and from

¹ Hockaday Abstracts, Glos. Public Library. Rushen, p. 109

² Ibid.

³ Ibid, p. 110.

⁴ Rushen, p. 109-10.

⁵ Ibid.

⁶ Sir Robert Atkyns. *Ancient & Present Present State of Gloucestershire*, 1712. The grant was made in May 1605, C.S.P. (Dom.) 1602-10. The principal syndicate dealing in Crown rectories and improper tithes worked under the names of Baskerville and Blake, but the sales were mostly organized by Sir Thos. Shirley, the elder.

⁷ Cranfield Papers. (See note 1, p. 98). The sale took place in March 1609-10.

Anthony's son, Thomas Smyth, in 1610. The following correspondence between Cranfield and his agents, and the ensuing Chancery Suit were the outcome of this confusion of ownership.

Cranfield's correspondents in Campden were George Bonner, the barrister before mentioned; John Price or Ap Price, a notary public, former owner and now tenant of Greville House, Campden, which Cranfield had bought, and from which the Greville family had sprung in the early 15th century; and Richard Perrott, probably a relative of Cranfield's, who seems to have acted as his agent and collector. The first letter is dated 19 July 1610, and is from John Price to Cranfield. Price complains of his master's not having visited Campden, and gives news of the vicar's arbitrary conduct over the tithes, in support of Sir Baptist Hicks:

(1126)

'At Mr George Bonner's cominge into the countrey he towlde me youe purposed to be here uppone Tewsdaye followinge. Your presentes here hade byne verrey nedfull, for that the Viccare dothe gather all the tythes of the Closes, and Curtelladges as he termes them, and lickwise claymeth the pte of the Mythese in Brod Campden, Jenckes the Lord's Bayley and the Viccare doe houlde together to impeache your Interreste to all the Tythese of the demanese the Closes, as well meddowes as pasteuers by whose meanese some dyfferaunce hath hapned, and my selfe, by reason of yor warrante by Letter have gathered some tythes in the Closses and made some entrise and Claymes in your behalfe, and good Mr Viccare, being interrupted by me and my mane, he did goe into the Councell of the Marchese of Walese and served processe uppon us bothe, where wee have apered and by resone of your absence, in whose right wee clayme, wee coulde not make any answers, but have (been this) Daie geven till the 4th Daie of Septembr next. The Viccare hath byne at the Cownsell in the Marches and sworne the possessione of the Tythese of the Demeanese, Closses and Curtelladges, and soe hath gotten an injunction againste youe wich is a matter ordinarye and usuall. I have hade conferaunce and Advisement with Mr Bonner and wee have done our beste indeavors for youe and doe muche desier and expeacte youre Comynge. The corne harveste drawethe one and your not Comynge hether maye happelly breade questione of other thinges, therefore I praye youe come soe sonne as youe can convenyentley. I was soe assured by Mr Bonner of your Comynge evry daye, els I hade written soner unto youe. I have sent youe here inclosed the Coppie of Mr Viccares Bill to consider of. Soe in som haste I comytt youe to God. Campden the 19th of Julye,

yor assured John Price.'

The vicar at this time was John Jennings. He had been presented on the resignation of Nathaniel Hawford in 1576, and died in 1616. Though he cannot have had any right to the great tithes himself he supported Sir Baptist Hicks strongly and aggressively by taking all he could lay his hands on. One suspects that some arrangement had

been made with him by Sir Baptist to reward him for his support, and to safeguard the interests of the church. Sir Baptist gave handsomely to the church during his lifetime, and purchased the appropriation of Winfrith, Dorset, worth £100 per annum which was later annexed to Campden by Edward Lord Noel. After Price's letter Cranfield evidently paid his visit to Campden, for on 4 August 1610, Richard Perrott wrote to him:

(1128)

'Since your Depture from hence John Pagge (Page) whome you had appoynted for your bysines did feche outt of the Large Lessowe on(e) Load of heye and one other Carrage outt of the newe Lessowe, wich is belounging to . . . Mr Juck, and came for an other Carrage wich he had Laden upon the Cartte, some 4 or 5 cockes, and there came the Vicker with his mane and violently pulled it of(f) outt of the cartt agayne, and afterwarde came the Vicker and his mane, with 2 otheres, with (a) cartt and carryed the same a waye, Pagge beinge there presntt to Resist them, the Vicker punched him on the brest that was redye to sett him backward and toke it backe agayne in to his cartte, and carryed it by forse awaye. There names whoe came with him are Viz; John Jennines Vycker, Richard Jenines, his mane, George Homes, als Tayler, and his sonne with him, Richard Russell, Abrame Whealey (Weoley?) the wiche brought with him a greatt doge.

Nowe these men you must gett some (process) where by you maye terrifye otheres, otherwise you shall nott rec any teythes, for the Vicker have reported that he is sett on possession by the Cownsell, and he will have hit by force, and therefore you must use all the expedition thatt maybe, or otherwise he will carry all awaye. Concerninge the teyth of Broad Cambden, wee have mad (proffer) to the Venaandes and they have mad(e) refewsall of hitt and will not give butt 2osh a yard lande. Lickewyse Mr Pryse have spoken with Mr Child¹ and he would nott give 6li, so much is he pffred to yu, and for Wessington² mene, this daye they are to give an answer, wheyther they will have it or nott, butt wee rather thincke thatt they will rather refewse it or to take, lickewisse thatt you would speake with Mr Petter Vanlore³ to knowe whatt bargaen he made with Jincks concerninge his teythe and thatt you would wrytt with the very ffirst. There is a yarde lande belonge(ing) to the Domaynes wich the vicker doe purpose to laye clayme for the tythe of theis, and therefor you must neglect noe menes or time to prevent him, for he will have all men before thee Cownsell wich intermedell in the actions and here hee have a coppye of the orderes wich forbideth all men to medell with the axtion, and thus hopinge to have some further ordth from you if you doe nott then I hope you will not suffer losse. Pryse and his wiffe have them both commended to you, hopinge you will use some menes to Brydell the Vicker. Thus much for this psentt I cesse R.P.'

¹ The Child family owned the Northwick estate at Blockley, but part of their land lay in the parish of Campden, as does part of the Northwick estate at the present day.

² Westington: a tithing of the parish of Campden.

³ Peter Vanlore was a 'merchant stranger' of London, who lent money to James I. For this he was repaid by the grant of a licence to export undressed cloth in 1603-4. He also speculated in Crown properties and was associated with Cranfield.

Two days later Richard Perrott wrote to Cranfield again with further complaints against the vicar. He refers to his last letter, which he had sent by the Carryer of Shippson (Shipston-on-Stour):

(1129)

‘ . . . wherein I wrott you whatt vyoilent menes the vicker have used since your depute, unto John Pagge since there was all the newe Lessowe to be tythe(d) wich was with heye of John Jucks your oste (host?) where I and John Pagge wentt to sett the teythe . . . wee beganne to levil it upp in the cartte and there the Vicker with some 12 more came and toke it outt of the cartte by fforse, havinge with him a greatt mastiffe dogge and all his ffoulke, pitchforkes alias sheppicks . . . in their handes. With him he broughte the co(nstable) whoe came rather as one of Sr Baptiste servantts, and so weere most of the rest. Soe swone as wee beganne the Constable came to us and chargid us in the Kinges name to keepe the peece, and so toake all our weepsons ffrom us, and then the Vicker had 3 carttes redye, and there beganne to loade, and I stepped to the cocke (of hay) wich they beganne to loade, and laye me downe of the cocke, and towld them thatt they should lade nonne there. The(n) came the Vicker, the Constable, and (arrested me) and Pagge, of suspitione of fellionye, and so by fforse would have us before a Justice. So we wentt unto Sr Edward Gryfyle (Sir Edward Greville) whoe was nott at home; from thence to one Mr Barnnes, a Justice of peece. Nowe what the Vicker have done was only to knowe my mind; but wee aquayntid the Justice with his intentt, requesting his favoure to conseale my name, and when he (the vicar) sawe thatt he could nott have his will, then he, like a proud villen, outt of his mallis and envie, swoore the peece agaynst me and Pagge, and so bownd me over to answer hitt at the next Quarter Sessions. The Justice towld him thatt he had donne it outt of mallis, and prayed God to for give him, for he would nott have dune the licke for all the towne of Cambden, for the constable, he was butt the Constable’s Debutie. Nowe I would wishe you to aske Cownsell whey then a Constable or his Debutie maye come outt of the towne, in to a meadowe or ffyld by his attorrytie upon the licke pretendid bissness, or nott. He is one of Sr Baptis tennants, and so were many of the rest, and I thinke thatt the Vicker is used butt as an instrument, and I fere othere have a hande in this bissness besides him, yett will nott any waye be seene in hitt, and therefore it much behoveth you to loke to hitt, for the Vicker will carry all corne and haye awaye, and except you will seeke meane(s) to resist him at London he will worke his will of you, and before he should have his wille of me I would spend 100li, for there (are) theme which wishe well to you (who) are sorry, but othere laffe and joyyce, and for your other teythes, wee must have them alle in, for here . . . the Vicker have many to take his prt, wich I think is nott for his owne desertes, butt by the instigatione and cownsell of othrs. Whatt their intent and purpose is you maye judge. Here the teythes have been demandid for the 4 yardlands wich Jukes have of yours, whoses answer is that he have agreed with Mr Petter Vanlore for hitt, and he will nott paye anny; therefore you would wrytt what should be dunne for thatt teyth, for he is butt a knave and one wich doth nott wishe well unto you of all men. And ffurther more it is reported thatt the Vicker his intent and purpose is to make c(l)ayeme and laye title to the wholle psonage, which is the cawse thatt hee flyeth from his composition . . . wheras there was a compassione made by the Abotte (of St. Werbergh’s Chester), butt the Abotte his hand was never to thatt composition, and therefore, sayeth the Vicker, noe compassione cannott stand good, excepte his hand weer to itt; and by thatt he will

(challenge) the whole psonage as his owne rightt, except you secke menes to pvent his speedylve . . . This night about 5 or 6 of the clocke Jukes ffolkes cutt downe wheatt . . . and the Vicker came with a cart and so take it awaye by fforce. John Pagge gave him who owed (owned) the cartt charge nott to medell with the carrage of hitt. His name whose owed the cartte was Antony Bloxsome, with the Vicker, his man, then presentt. For my owne pt it is no smalle gryffe to me to see such a rascalles to over crowe you. . . . I ame nott able to doe any servis here, therefore you should send soome other wich is nott bownd to the peece. Mr Pryse is gone to the Cowensell (of the Marches) full of gryffe, and excedinge discontentid to see wheyther he can cross the Vicker, forr he keepe such a domyneringe here thatt noe fleshe and blud is able to indewer hitt. And further all the towne doth marvell that a Gentelhomme of your worth will suffer such a ffellowe to crowe over you, for he will carrye all the corne within the domaynes, If you seake not some coorse to preventt him. All the towne doth playnely saye thatt whatt hee dothe, it is nott of him selfe, butt by the counsell of Jukes, and so ffrom Sr Batis Hixe; for he would never offer thatt of himselfe. . . . Mrs Pryse doth earnestly desier you to seeke right, for it doth anger her to see howe you are abused, and herselfe and her husband so crowed over by the Vicker, and many base rascalles . . . therefore shee would request you (discover) what you may doe by lawe thatt you would doe for the plainginge of that Vicker and his Damnid Crewe, and thatt you would have them all com up to London. To see the town here the coppe (copy) of the counselles order wich the pryst have agaynst you is throwne aboutt the towne *as thicke as playe billes in London*.¹ And in regard of thatt wee canne hardly gett any one to helpe us, I hope you will consider of theis (these) abewsis (abuses), and you maye knowe thatt it tuch (touches) your selfe most of all, and a great gryffe to others. Thus hopinge you will relive us, I ceese, commytinge you to the pleasure of the Allmighty. Your Servant to my power rests. Richard Perrott.'

By September, either pleased with his success, or restrained by Sir Baptist Hicks, the vicar seems to have become at least outwardly more reasonable, but the situation was still unresolved. John Price wrote to Cranfield on the first of the month, complaining that he had not heard from him, and reporting the latest developments:

(1131)

'Maye yt please youe to understande that I much marvill that sence your departure wee have hearde nothinge from youe. I hade thought youe woulde have taken course for the removinge of the sute from the (Marches). Your man hathe written towe letters unto youe, but recs no answer ffrom youe. Youre harfeste, God be thanked, is well ended. Your man will be with youe the next weekes. The corn that grew one the lorde's Domaynes, the Vicar consented yt shulde by layde by ytselfe in a barne hired betweene you bothe, untill yt be determyned to whome yt is dewe. And for thatt wich grewe in the closses, the Vicker hathe . . . accordinge to the order in the Mches, but was interpreted soe you maye have your remmydie against him for thatt, and lickewise for the hayes, and for your fower yarde lande, unlesse youe will graunte

¹ *O.E.D.* gives 1673 as the earliest use of the word. Its use here vividly shows how familiar were many country dwellers in Shakespeare's day with London and its stage.

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yt for some tyme. No man will take it but for your good. My tenant and myselfe will take yt in suche sorte as you preferred . . . soe that wee maye have all the haye and yelde you halfe the corne, and shall at all times be redie to ylde up or doe any thinge wch shal be for your good. My wyffe hathe sent youe and Mris Cranfilde a Cuple of Cheeses by the bearer herof, the carrier of Shipson, lyinge at the Bell in Carter Lane.¹ Soe hopinge shortley to here from youe, I comytt youe to God, Campden, the ffirste of September 1610. Yors to Comaunde. John Price.²

On the next day George Bonner wrote to Cranfield, rejoicing that 'the viccars stomake is com downe' and seeking means to benefit therefrom:

(1132)

'Sr, this bearer yor servant (Perrott?) can report unto you at large how the vicars stomake is come down, and hath bene content to have the tithe corne in question indifferently inned until it be determined by course of lawe to whom it doth appertaine.

Uppon Tuesday next the 4th of this moneth, Mr Price and his man are to appeare to make theire answeare in the Marches. Nowe, because I conceive if they did make any answeare, then the vicar would pceede to commission before the beginninge of the tearme, I therefore have advised Mr Price not to appeare at this tyme, but stay untill further process (?) com out, wch must be retornable the next tearme, at the Mches, wch is not untill All Hallowtide. In the meane tyme you must exhibite yor bill in th' Exchecquer Chamber against the vicar, and uppon his answeare to stay the jurisdiction of the Mches. This must be donn in the beginninge of the next tearme, wth all speede. Yf Mr Stapleton be in London you may advise wth him about it. I doubt I shall not com to Lond till a weeke in the tearme. The charge and contempt will not cost above XXs in that Mr Price doth not answeare, wch I have advised to hazard, rather then to joyne in that course.

The vicar hath given you advantage ynough yf you will psecute it as well in respect of yor interest as otherwise in causinge yor servant to be arrested and caryd before a Justice of the Peace, and sayinge that he had stolne his hay, wch is a direct accon of the case, or an accon of false ymprisonment uppon the arrest.

I would have you send downe a latchate,² and to have him arested. It must be in yor man's name, and at the tearme wee may declare uppon eyther accon.

Soe sparinge to trouble you any further, but referre you to the bearer, I comitt you to the pteccon of the Almightye with my kinde remembrance to yor self, and Mrs Cranfield, ffrom Charingworth this 2nd of September, yor lovinge frind, Geo. Bonner.²

On 15 Sept. John Price acknowledged a letter from Cranfield of the first containing an 'answer' for him to make in the Courts of

¹ The carriers of Campden in Gloucestershire lodged at the Three Cups in Bread St., and came and went Thursdays, Fridays and Saturdays, according to *The Carriers' Cosmography, 1637*. Perhaps in 1610 there was no regular carrier from Campden. It was from the Bell in Carter Lane, where the Shipston carrier put up, that the famous letter from Richard Quynney to Shakespeare asking for a loan of £30, was written in 1598.

² Latchate: Latitat; a writ used to get someone out of another county.

the Marches of Wales, and reporting further developments, and an interview that he had had with Sir Baptist Hicks.

(1133)

'These are to geve youe to understande that your Letter dated the first of September 1610 I have reced, and lickwise an Answere the wch I shewed unto Mr George Bonner, whoe did mende yt as was ffyttinge, and made a licke answere for my Ladie Culpeppers¹ man whoe was servede wth prosses (process) for that he woulde not suffer the Vicker to carrie awaye the tyethe haye in my Ladis grounde, by Mr. Bonner's appointmt, soe my Ladis man and myselfe went unto the Mchese of Wals, and there apeared, and put in owre answers. By the goodnesse of God and good ffrienes, the Cawse is refered to be tryed at the Common Lawe, and the possession to continewe unto the Vicker until youe or your assignees have recovered yt, as maye appeare in the coppie of an order here in closed. Soe I take it youe maye goe one wth your course, and not further to trouble yor self to remove yt. The Vicker much desired a comission but was prevented. The next daye after my cominge home, verry erley in the morninge, Sr Baptiste Hickes did apointe three men to fawle the greatest ashe that grewe in the Orchard Close, wch he doth detayne ffrom youe. Myself havinge notise, sent my man be fore I was upp, to discharge them, but thaie would not take no dischargde. I came myself and did the licke, but thaie answered that Sr Baptist hade apointed them to fawle the tree, and thei woulde fawle him. Soe I went to speake wth Sr Baptist² but be fore I coulde ffynde him the tree was downe. When I came unto him I toulde him I latley recd a letter ffrom youe, wherin youe did wright unto me that you had latley had som conferrence wth him, and that he had promised youe he woulde doe youe no wronge. Said I, 'Youe have caused a tree wch growed uppone his grounde to be fawled, wherin youe have done him wronge.' His answere was he and his prodesors have hade the possession of the grounde this three skore yeares, therefore he myght ffawle that, and all the rest that weere uppone the grounde, but if I hade come unto him before the tree had byne downe, he woulde by my entreatie have stayed the fawling therof, and woulde stave the ffawlinge of the rest, wch he had appointed to be ffawled. Dewringe wch convercassion (conversation) came Mr Fleetwood³ whoe saide yf Sr Baptist hatte hade the possession soe longe, then he myght fawle that wch he had, and all the rest, but I answered that nether he nor Mr Smyth had the possession of that close, nor of any other thinges wch he did detayne from youe, not in respecte of the mannor, but in respecte of the psonadge, wch seassed (ceased) upon the death of Mr Smyth. I tould him yf he woulde be pleased to have conference wth the aged men of the pishe (parish) he shulde better understande unto whome the right did belonge. His answer was he must not lose his lande wth wordes, for men here will not stande (refuse) to lende theire ffrinds wordes and othese (oathes). I prayed him to be better consayttid (conceited) until he hade ffounde the contrarye. His man Elcocks saide thaie have hade some prosse (talk?) and woulde shortley make yt manyfeste. Sr Baptist muche stands uppone your promise wch youe made, that youe woulde have shewed him some recorde, or Ancient Deede, wch shuld shewe ptickularly every

¹ George Bonner's sister. William and Thomas Combe II's aunt. P.C.C. Windebancke 29. See *Notes & Queries*, Oct. 1961.

² Sir Baptist had only just bought the manor, and had not yet begun his building operations. He must have stayed at the old manor house, on whose site he built.

³ Henry Fleetwood of Gray's Inn, who sold Weston Park and other adjoining lands to Sir Baptist Hicks in 1610 (Atkyns). He had offered them to Cranfield.

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psell of lande belonginge unto youe. Now, in respeckt, youe have shewed him nothinge. Yt makes him the more bolder to kepe everythinge ffrom youe. I tolde him there was a frinde of yours promist youe to ffynde youe owte a recorde to expresse as aforesaide, but yett he coulde not have convenyent tyme to fynde yt. . . . Sayde he, 'He must either shewe some thinge, or sufficiently prove yt before he can have any thinge from me.' For proffe I dowght not but that youe will and maye make sufficient. He lickewise toulde me he had some spechese wth youe concerninge the Vicker, wishinge youe woude aforde unto him that wch in wright did belonge unto him wth owte any controversey. I tolde him youe hade no Goodwill to doe him wronge; you did promise him rather than you wolde take a pennye from him, you woude geve him fyve powndes. I tolde him Mr Vicker dothe wrong him selfe, and Mr Cranfilde to(o), for ther is a compassion (composition) that dothe pticularly expresse what the pson (parson) shall have, and what the Vicker shall have, but ther was one word wch made some diffrence, wch is Curtellaga, wch worde by most mens opinion stretchethe no further then a howse wth the backside, but Mr Vicker will have yt stretchethe to the tyeth of all the inclosures and the demaynes, contrary to every mans opinion. Sir George Wright being there asked me of what antickquetie the compassion was, and where yt were upon recorde: I answered yt was uppon recorde, and of tow hundredth and fyftie yeares standinge, and for any thinge that standeth dowghtfull Mr Cranfeilde was contentid to make indifferent choyse of such as coulde judge of the cawse, and to stand to their (censure?). But the Vicker . . . woude not consent. Then Sr George Wright saide the Vicker was then to blame, for ye compassion beinge so ansiaent, must leade them bothe. Sr Baptist toulde me he thought youe woude come downe in to the countrey. Yf youe hade done soe, or will come downe, happeley your beinge here might bringe by conferraunces all thinges to some good ende.

As concerninge the Vickers formr manner of life, I have sene manye wrightinges concerninge the same wch will be shewed unto Mr Bonner, and yf there be cawse the ptie wch hath them will bringe them to London the next terme. As concerninge the gleabe lands, I did wright unto youe in my laste lettere and wished your man to aquainte you wth my mynde, but yet receavid I no answer. I woude have youe set downe your mind and reste assured that I shall and wil be alwaiese redde to doe anye thinge resonable. . . . So wth my hartie comendacions unto your good selfe, Mrs Cranfeilde and the rest of our good ffrindes, I comytt you to God. Some are served with the process, which youe sent, and the reste shalbe, God willinge. Campden the 15 of September 1610. Yres evr assured John Price.'

On 22 September Price wrote to Cranfield again, chiefly about the Bishop's visitation and certain repairs that had to be done to the church by the proprietor of the rectory, but his letter carries the story a little further:

(1134)

'Mr Vicker and my selfe chancede to be where Mr. Barnese was, wch was the justes that toke bale for yor man's and Page's aparauce at the Quarter Sessions. The Vicker towlde him he shulde not neade to sertiffie or retorne the recullicans,¹

¹ Recullicans: Possibly a corruption of recolligens, a medieval Latin law word for the taking up of a summons.

TRANSACTIONS FOR THE YEAR 1962

for he woulde not prossecute "Chuse youe," said Mr Barnese, "for I will return yt yf youe doe not prossecute, then thaie wilbe relesde, and then yt will showe youe did it more uppon malis then matter, but for advantage yt were good he came. . . ." Sence my laste letter I have had no spechese wth Sr Baptiste Hickes, soe wth my hartie comendacions I leave you to God. Campden the 22 of Septembr 1610 Yours assured John Price.'

In another letter, dated 3 October, Price, while writing about certain other business matters, and rents collected, came back to the tithe dispute, urging Cranfield to settle matters by negotiation:

(1135)

'Sr Baptiste Hickes is gone herence toward London yester daye, therefor yt were good youe did speake wth him ffurtherwithe. Yf he will not yelde youe those thinges wch are dewe, unto youe then that yoe doe take course ffurtherwth for the recoveringe of the same while men ar livinge that cane testifie what hath bin imputed dewe unto youe.'

Despite attempts at negotiation, however, Sir Baptist and Cranfield, were not able to agree, and Cranfield instructed his lawyer, George Bonner, to go ahead with the Bill. On 22 October Bonner wrote to him, explaining a delay in going to London, and incidentally declaring for us his kinship with William Combe I:

(1136)

'Mr. Cranfeild, by reason of some busines begallinge me uppon the late death of a very deare freind my Cosen Combe of Warwicke, doth staye me longer in the cuntry then I expected or desired, especiallye in respecte of yor cause, howbeit I knowe you doe relye uppon the advise of Mr Stapleton for yor Bill, wherefore I have sent you by my man for instructions, a p(ar)ticular note of such p(ar)cells as are fit to be complayned of: Mr Price and my selfe advised together therof, and he desired to be excused for not wrytinge to youe. . . . I propose to be in Lond(on), God willinge, uppon Thursedaye night, if not Wednesdaye, and I hope (in) good tyme to p(er)use the Bill. The Vicker and his crewe are served. It is expected the Viccar stayeth his goeing to Lond(on) untill he heare from the Lord of Campden. It seemeth that in the meane tyme some p(ar)lye is like to be betweene you together in Lond(on).

I thinke it fitt in respect of expences to the Viccar to exhibite one bill against him for such matters as concerneth him onelye, another against the Lord of the Mannor; otherwise they, joyninge together, the viccar will be excused of a greate deale of charges. This I houlde the best course if you thinke it not chargeable to yor selfe.

Concerninge the purchase of certaine lands at Broadcampden, I will enforme you therof at o(u)r meetinge. In the meane tyme I take my leave of yow, and soe comitt you to the pteccon of thalmightie. Charingworthe this 22 Octobris 1610. Yor Lovinge freinde George Bonner. For yo(u)r better instruccions Mr Price telleth me yow have the bill and answeare, and the order in the Marches.'

On 26 October Price wrote complaining that on account of the uncertainty of the ownership of the land and the high rents Cranfield was asking, he had not been able to let, but had to hire men and ploughs and sow the land himself. Sir Baptist Hicks had let two yardlands (64 acres) at £25 a year, with common of pasture. Price adds a little more about the case:

(1137)

'Mr. Bonner and my selfe did sett downe all thinges concerninge the vicker and sent youe worde. Evy man was sruved accordinge to the prosses. The vicker is fore yt. Mr Bonner hade sarten notice to shewe youe of the vickers onest behaviour. . . . Ther was one of the company that towlde me that was servid that went to the vicker to knowe of him what he shulde doe concerninge his svinge, whoe answered he coule not answer him what to doe untill he hade harde ffrom Sr Baptiste Hickes. Soe with hartie comendacon unto your goode selfe and my good Landlady wth the reste of our ffrindes, I comyt you to God. Campden the 26th of Octobr 1610.'

Events, however, do not seem to have moved very fast. Cranfield was a very busy and wealthy man, and the rectory of Campden was only one of his lesser problems. On 14 December Price wrote to him again, full of complaints about the vicar's double dealing during his own absence in London, and urging him to proceed with the Bill, as Bonner advised, and blaming him for his dilatoriness, which only encouraged his opponents:

(1138)

'Worshipfull, since my cominge upp to London to youe our Vicker, contrarye to his oneste agreement, did get the keye of the barne of the wooman that dothe owe (own) the barne, under culler he woulde (look) whether the rayne hade done no harme. And (he got) George Taylor's carte wth twoe of his boyes, Richarde Addams and the Vicker himselfe carried awaye twoe lodes of corne. After the first was carried my wiffe, havinge notice sent John Padge to see what was done, and bringe her worde, but when Padge came thether he founde those before named almost hade lodid another lode. He did resist them all he coule, but thaie bownde up the seconde lode and crried yt to the Vickers house. Then my wiffe sent her men and hanged lockes upon the dore. This was done uppon Tursdaye was senit in the morninge at 3 or 4 of the clocke. He had carried the firste Lode by ffyve of the clocke. It were good flurthe (with) youe went one with the Course that Mr Bonner hade devised. The comen reporte goeth here that youe have byne soe backwarde in yor pseedinge the last terme towards him that yt hathe geven him in Curridgement to doe some thinge against you, therefore youe must arme your selfe and put on(e) amynde nether to spare paynes nor purse to be revenged of sooe (vile?) a prson, and geveth the owte scaffinge spechese wishinge youe woulde come downe. Youe are arresonab(l)e gent; he could doe better wth youe then wth those youe leave behinde, to deale for youe. Soe in som hast with my hartie thanckes for your kindnes wth Mrs Cranfeilde I comitt you to God. Campden the 14 of December 1610. yor Tennants to be Commanded. John Price.'

On 8 January 1610-11 Price wrote again to Cranfield, having had a conversation with the vicar, who had heard from Sir Baptist and was further stiffening his attitude. The note of personal animosity towards the vicar, and the desire, on Price's part, to get him into trouble, or put him to expense, continues:

(1139)

' . . . after my letter written to youe I spake with our Vicker to understand the cawse of his takinge awaye of the corne, contrary to his oneste worde . . . He coule not denye hitt, but of late he hade taken counsell of the Order laste made at the Cownsell (of Wales), and his Cownsell did advise him by virtue of that Order he myght take the corne . . . as he hath down. He by his cownsell did move the Courte for the possession of the corne, but the cownsell made answer that in respecte he had geven his consent and agrede the corn shuld be layde up indifferently betweene them, soe thaire thought yt more fytt the corne (be) nowe threshed and soulede, and the mony put in to an indifferent man's hand until it were tryed to whome it were dewe—as I can prove by towre ore three of our nayboures that were by at the heringe of the cawse. I asked him, (whether) he had receaved any letter lately from Sr Baptiste Hickes. "True yt is" said he "I receavid a letter upon Wenesdaye, before your cominge home" . . . He toulde me the effecte of his letter was that uppone the request of Sr Baptiste Hickes and for his sake he hade moved you for an end, had prswaded you to reffer ut unto some indifferent arbytrators, whereunto he yeldid me thancks, and semed he would be contented wth an ende, but thincketh there can not be a perfect ende for both your good(selves) unlesse there be a commission owte of some courte.'

Soon after this the vicar seems to have weakened under the threat of heavy expenses, artfully and unscrupulously planned by Bonner and Price, and of the exposure of events in his past life, to discredit him in the courts. On 22 January 1610-11 Price wrote to Cranfield acknowledging his letter of the 14th, and giving the latest news:

(1140)

'Worshipful my good Landlorde, your letter dated the 14 of this monethe I have receaved, and as concerninge the Vicker that was, I sent by Bonners man James, whoe hathe a brother in lawe, a clergie man, and acquainted wth the Vicker that was. I gave him a note in wrightinge what he shulde inquire of. His name is Nathanel Harforde,¹ (at present) dwelinge in Harforde. Every daie I doe expecte the cominge of Mr. Bonners man, and he cane tell youe what men of reckoninge dwelethe neare. Of late the Vicker voluntary had some speeches wth me, shewinge he desiered ane ende betweene youe and him, and made shewe he rather desiered to make a constante frendship with youe rather then Sr Baptiste Hickes, for yf youe towre did tie together Sr Baptiste coule doe youe no wrong, ffor he coule reveale matter to doe youe good or harme. I toulde him I hade (per)suaded youe to come unto some resonable ende, "But your late delinge in takinge awaye the corne contrary to your onest worde hathe made such an alteration in you as you will not be p(er)suaded to

¹ Presented by Queen Elizabeth in 1573, resigned in 1576. of Hawford, near Worcester.

any ende other then lawe shall determyne unlesse youe can make some freinde to persuade him." (He said), "But yf youe desier an ende," (I said), "and will followe my derrections, I woulde wishe youe to resorte unto my M(aste)r Sr Edwarde Grevill, and in treatte him to be a meane to make ane ende betwene youe, for he dothe wishe youe bothe well." The wiche course he licked well, and made shewe he would ffollowe the same. For my owne p(ar)te I thought yt a good course, and yt were good youe did acquaint my m(aste)r therewith. . . . He is gone upp to Lond(on). He was mett with Mr Overbery.¹ He commenley lyethe at the Swane wth Two Necks at the nether ende of Milke Streete. Your cominge in to the cuntrye was expected. The Vicker tould the clarke that in respecte youe did not come he would goe up to youe. The clarke by chaunce sawe a letter wch came from Elcote (Milcote) to the Vicker, wishinge him not to ffayle but to be in London the begininge of the Terme. . . . John Price.'

Two days later Price wrote again, partly with regard to the sale of some other land to Cranfield by Henry Fleetwood, but also touching on the tithe dispute, in which Fleetwood seems to have become involved:

(1141)

'This morninge I have spoken wth Mr Ffletwoode and he will furthwth come to London. . . . I toulde him more ovr I understand he was retayned one councill for the vicker. His answeere was that yet he was at that libertie that he might be of either side, but the vicker was wth him and acquainted him wth his cawse and pleadid he shulde ffinde you a resonable gent, and when he came to London he wilbe a meane for one (an) end and semethe willinge therin to doe you good. Yf youe ffinde the vicker not resonable, yf you did caws him to be arestid in London at my sute yt woulde teriffie him, or at your mannes sute and lett the other accon ffawle, or at John Page's sute, whoe he did wronge as well as yor man. So in haste I comeytt you to God. Campden the 24th of Jany. Youres John Price.'

Despite the vicar's more conciliatory attitude and the suggestion made by Price of calling in Sir Edward Greville to mediate, or possibly because of the failure of this attempt, as well as Fleetwood's intervention, Cranfield made up his mind to go on with his suit. In June 1611 the case came before the Court. The evidence consists of:

1. Cranfield's 'complaint'.
2. Sir Baptist Hicks's 'answere' to the complaint.
3. Thomas Smyth's 'answere'.
4. Cranfield's 'replicacion' to Sir Baptist's answer.
5. Sir Baptist's 'answere' to the direction of an order of the Master of the Rolls dated 5 February 1611-12.
6. Thomas Smyth's 'Answere' to the same direction.

These documents are too long to quote in full, but the following summary and extracts will complete the picture.

¹ Sir Nicholas Overbury of Bourton-on-the-Hill, Recorder of Gloucester, Chief Justice of Wales, and father of the unfortunate Sir Thomas Overbury, who was poisoned in the Tower in 1613. Sir Nicholas was knighted in 1621, partly, it was said, to console him for his son's death.

Cranfield first recites how, as he understands the situation, the trouble arose. He states that the Dean and Chapter of the Cathedral of Chester was, at the Dissolution, seized of the rectory, 'and divers gleebe landes, meadow pasture and arrable' and then proceeds to identify the lands:

'The close adjoininge to the churchyard there in auncient tymes knowne and called by the name of the Orchard Close¹ contenyninge about three acres. *One other pcell of grounde wheron a chappell some tyme was buylt, lyinge neare the mannor house of Campden*² aforesaid pcells . . . of meadow ground sometymes knowne by the name of the Hamlettes.³ The first share of a certeyne meadowe grounde some tyme known and called by the name of the Mythes,⁴ lyinge in Burington, Broad Campden. . . . And certayne meadowe grounde in Burington some tymes known by the name of The Psons Meadowe.⁵ And one peece of meadowe lyinge at a place called B(attlebridge) lyinge in Burington.⁶

He then proceeds to state that these lands and the rectory were leased by Henry Mann, Dean of the Cathedral of Chester 'in or about the foure and twenthe day of June in the yeare of the raigne of Henrye the Eight late Kinge of England the syx and thirtyth' (1544) to one John Boothe, who had possessed Thomas Smyth of Campden with them. That Thomas Smyth 'about the tenth yeare of the raigne of the late Queen Elizabeth' (1567-8) had them assigned to his eldest son, Anthony Smythe, for the remainder of Boothe's lease which expired in 1577. Although Thomas Smyth had assigned the rectory to his son Anthony, he continued to 'take to his owne use and benefit the whole issues and profittes of the said landes . . . and did merge the said landes . . . wth the landes of the said Thomas Smyth . . . and did soe deface the meares and boundaryes of the said landes . . . that the same could not be knowne from the demesne landes.' The lease expired and the reversion, Cranfield claimed, went to Queen Elizabeth, who 'about the eleventh day of December in the thirteenth yeare of her late raigne 1570-71 did graunte the said . . . landes to the said Anthony Smythe and to one Thomas Smyth the younger, and

¹ The small close next to the churchyard, now approached through the old gateway to Sir Baptist's manor house.

² This establishes the fact that St. Katherine's chapel, a Norman building, must have stood near the old manor house, but even the ruins had disappeared by 1610. See note 4, p. 98.

³ No trace of a close of this name has been found.

⁴ The Mythe, or place where the waters meet: a small close near Staple Cop, and still so named. Here the brook from Catbrook meets a small stream, partly surrounding the close.

⁵ Described by Rushen as 'two ancient enclosures opposite the churchyard, of 2 acres, 19 perches, now known as Parson's Close'.

⁶ Sir Baptist's statement makes it clear that this is one of the meadows that lies near the brook that runs along the parish boundary on the Ebrington Road. Battle Bridge is the bridge near the station, misnamed even in the 17th century. The brook was, in Saxon times, called Badel's Brook, hence the misnomer. Burington (Berrington) was a tithing of Campden.

Paul Smythe all sonnes of . . . the said Thomas Smythe.' The grant was for Anthony Smythe's life, with remainder to his sons Thomas and Paul. Despite this 'the said Thomas Smythe (the elder) did holde and enjoye . . . and did receive the issues and proffittes thereof.' After Thomas Smythe's death Anthony Smythe inherited the manor and 'did enter the said gleebe lands . . . and enjoied the same, and did likewise deface the meares and boundaries.' The manor came to Thomas Smyth the younger, and, or so Cranfield claimed, the rectory reverted to the Crown, with the result that James I sold it to Lawrence Baskerville and William Blacke, who in turn had sold it to him.

Cranfield then complains that since the rectory and manor had 'been soe longe tyme occupied together' he could not find out where the rectory lands lay. He recognizes Sir Baptist Hicks's purchase of the manor and states that:

'The said Sr Baptist Hickes and the said Thomas Smyth . . . (the younger) by colour of the said conveyance made of the said mannor to the said Sr Baptist Hickes have not onely gotten into their custodye the said deedes, evidences, terrols, bookes of srvey and other wrytings belonging to your said orrator, wch sett forth the said gleebe landes . . . but the said Sr Baptist hath entered into the said closes and into divers and sundry landes and tenements, pcell of the said rectorye.'

There follows a further complaint of 'plucking up merestones' and defacing boundaries; of Sir Baptist's refusal to deliver up the deeds of the rectorial lands 'contrarye to all lawe, equity, and good Conscience', and then a request that a writ of subpoena be directed to Sir Baptist and Thomas Smyth commanding them

' . . . at a certayne daye and under certayne payne therin to appeare before your good Lordship in his Maties Highe Courte of Chauncerye . . . to answeare . . . and set downe . . . what deedes, evidences, terrols, and bokes of surveye and wrytinges they or eyther of them have . . . and what landes they or eyther of them have wch belonge to the said rectorye, and further to stand to and abyde suche . . . as to your Loshp seemeth equitye and good conscience.'

Reading this statement of Cranfield's one has, as the layman so often has on reading legal evidence from one side only, the impression that he was within his rights and had been cheated by Sir Baptist Hicks. If we now turn to Sir Baptist's answer we begin to see that there was another side to the case. Sir Baptist says he 'knoweth not' anything about the Dean and Chapter of the Cathedral of Chester having owned the rectory of Campden; nor about Henry Mann the Dean having granted a lease of it to John Booth; nor of Thomas Smyth

or Anthony Smyth having had a lease; nor that Anthony Smyth surrendered the rectory to Queen Elizabeth, who gave him a lease for life with remainder to his sons; nor that the rectory had been granted to Lawrence Baskerville and William Black; nor that Baskerville and Black had sold it to Cranfield. Sir Baptist then continues:

'But as touchinge the mannor of Campden wth th app(ur)tenantes and other the landes and ten(emen)ts in the P(ar)ishe of Campden aforesaid, by the said bill supposed to be in the seasin of Thomas Smyth, in the said Bill mencioned, this defendant saieth that Anthonie Smyth esquire deceased . . . was of divers other landes tene(men)tes and hereditam(en)tes in the parishe of Campden aforesaid seased in his demesne . . . and he beinge thereof so seased, the said Anthonie Smyth in the second year of the raigne of our soveraigne lord Kinge James (1604/5) . . . did bargaine and sell and by a fyne levied Termino Trin, in the third year of his Highness Raigne . . . (1605/6) and did convey the same mannor and pmisses to Sr Willm Bond and Sr Willm Withens, knights . . . in mortgage . . . and upon condicions (to repay the loan) of the parte of the saide Anthonie and his heires to have been performed at a daie following and long since past, at which daie the said Anthonie did not perform the said condicions, by reason wherof the said Sr Willm Bond and Sr Willm Withens stooede absolutelie seased of the said mannor.'

Sir Baptist then relates how Sir William Bond sold his moitie of the manor to William Baber and Edward Baber of London;¹ how William and Edward Baber and Sir William Withens then offered, to hand back the manor to Anthony Smyth if he would pay the original loan and interest; how Anthony Smyth could not do so before his death, nor Thomas Smyth afterwards. Then Thomas Smyth 'and others, his friends made offer of the same pmisses' to Sir Baptist who '*not havinge seen the same mannor and landes, but givinge credit to some of his friendes,*' did agree to p(ur)chase the same and did purchase the same . . . for a great some of money, and:

'In the terme of St. Trinitie in the eight year (1610-11) of the raigne of our said sov(er)aigne lord Kinge James of his realm of Englande he tooke assaye, wth proclamations of the same pmisses from the said Sr Willm Bond Sr Willm Withens, and the ladie Mary, his wife, and from the said Willm Baber, Edward Baber, Joane Smyth, the relict of the aforesaid Anthonie Smyth, and from the said Thomas Smyth, sonne and heire of the said Anthonie Smyth. And as touchinge the pcells of ground by the said bill supposed to be parte or belonginge to the parsonage of Campden, aforesaid, this defendt saieth, as followeth, that he at the time of his said purchase was credible informed by divers honest men and doth verilie beleeve that the close in the said bill supposed to be called by the name of the Orchard Close was and is parcell of the Conigree, parcell of the said mannor of Campden and had Connieberries in it when this defendt purchased it, and adjoyneth to the orchard of the said mannor house. . . .'

Sir Baptist continues, listing the various parcels of land; the Hamlettes, the Mythies, the meadow near Battle Bridge; the '*parcell*

¹ Rushen, p. 29.

of grounds wherein by the supposal of the said bill a Chapple was sometime built,' the ground 'sometimes knowne by the name of Parson's Meadowe', which he complains that Cranfield had entered upon, and claims that they were all part of the manor as he had purchased it, and denies that they were 'part or parcell of or belonginge to the aforesaid rectory' of that they were leased to Anthony Smyth for his life with remainders over, as Cranfield claims. He then denies that Anthony Smyth had defaced 'meares and boundaries of anie of the gleebe landes, or that he died siezed of the manor', or that the manor descended to Thomas Smyth the younger, and states that the whole manor had been conveyed to Sir William Bond and Sir William Withens, and from them or their successors to him. Further denials follow: that there were 'feedings, and commons of pasture for sheepe catle and beastes within the demesne landes of the aforesaid manor'; that the purchase of the manor was from Thomas Smyth the younger; that he ever had in his 'handes or custodie anie deedes, evidences, terrols, books of survey, or anie other wrytings belonginge to the said complt wch sett forthe the said glebe lands . . . belonginge to the said rectorie'; that he had entered any lands belonging to the rectory; that he had ever 'plucked up anie mearstones, bankss . . . wch did sett forth . . . the said glebe landes'. Finally Sir Baptist 'saieth that if he knewe anie of the landes, tenements, or heridittants wch be in his pos(es)ion to app(er)taine to the said rectorie . . . he would most willinglye yeild the possession thereof, haveinge neither a minde nor neede to hould or keepe the same' . . . and he 'praieth to be dismissed out of the (suit) wth his costes and charges by him in this behalf so wrongfullie sustained'.

And so we leave the two powerful speculators and financiers, each sure of his own position, each protesting his right or innocence to the court. There follows the answer of Thomas Smyth, who states that he was 'verie younge, about one and twentie yeares old when Anthonie Smyth, his father . . . died', and that 'for the most part of his time (he) was kept abrode at schoole, and that he knoweth not of his owne knowledge' of the circumstances of the case. He states that he 'hath heard' that his father was seized of the manor of Campden 'and of divers landes . . . in the parishe of Campden, in the said bill mencioned, and that he had a lease for his life of the said rectory'. He states that most of the said lands were in tenant's hands, and that his father 'did usuallie lett the said rectorie and tythes to others'. He continues, in support of Sir Baptist, to state how his father fell into debt, and raised a loan on mortgage, and how he died in October 1609, not having redeemed his debt, 'By reason wherof this defent, being his sonne and

heire, and Joane Smyth his mother . . . and one sonne more, and three daughters of the said Anthonie were left in a verie meane and despte estate'. On account of this his mother entreated Sir Thomas Denton and other friends to obtain the agreement of Sir William Bond and Sir William Withens to their having the overplus of the estate, after paying their debt and interest, if it could be sold, to which the mortgagees generously agreed. Thomas Smyth then '*by himself and his frendes procured Sr Baptist Hicks . . . to buie the same*'. Sir Baptist paid off the debt and interest and paid the balance of the price to the Smyth family, who 'joyned in the assurance of the said manor'. Smyth denies that his father was seized of the rectory lands; that he had defaced any boundaries; that any grazing rights belonged as of right to the rectory; that anything had been kept secret; and states that all papers had been handed to Sir Baptist or his counsel. These were few 'by reason that (his father) had delivered some of the same unto the mortgagees and their agents', and Smyth had not, nor ever had, any 'deedes, evidences, terrols, bookes of survey, or anie other wrytinges belonginge to the said (complainant)'; nor had he defaced boundaries, etc. He concludes by asking 'to be dismissed out of the (suit) wth his reasonable costes and charges by him in this behalfe most wrongfullie sustained'.

There follows Cranfield's 'replication' in which he reaffirms the justice of his case; Sir Baptist Hicks's 'answere', in which he does the same, adding that 'since the makinge of the said former answeere there is come to his handes the (letters) patentes of demise, dated the eleaventh daie of December (1570) . . . of the said rectory', which, he affirms on the advice of counsel, appertaine to the executors or administrators of the late Anthony Smyth; and, finally, Thomas Smyth's 'answere' of 10 May 1612 in which he says that the letters patent were delivered by him to Sir Baptist Hicks's solicitors, with other papers, he not knowing that they were among them. He denies that he himself had or has any 'other wrytinges wch sett forthe the glebe landes Etc of the Rectory'.

And so we come to the end of the evidence, and the lay reader at least is still confused as to the justice of either case. That the case was going or had gone in Sir Baptist's favour is shown by the last letter in the Sackville papers concerning the matter. Written a week before Thomas Smyth's 'Answere', it is from an indignant John Price to Cranfield:

(1797)

'Your court proceedings against Sr Baptist makes him wishe he hade entride in to more pcelles of your landes, for he thincketh him selfe suer for evy of those wch

he hath entride in to. He was verrey much discontentede wth John Prettie for paynge you rent. If Sr Baptist had the possession of his close he woulde thincke him self cocke shewer therof. If youe do meane to pceede againste him in my opiuon youe nowe have a good time if youe will take the benefite thereof, there is nowe many of our neighbours gone to London to be wytnesses in a cawse dependinge betweene Sr Baptiste Hickes and the Bonners of Brode Campden, the most of them are men that cane speacke to your cawses. Youe may doe well to lett your cownsell to move the courte where your cawse is dependinge that youe may examyne these wytnesses cominge soe fittinge for youe. The bearer herof can tell you there names and where thaie wilbe, and so can Mr Bonner. . . . If youe lose this opportunitye youe shall doe your self much wronge, and continewe much discontente to your firrindes: . . . I heare youe have or are verrey neare uppon *the sale of all your rightes here therof*. If it be soe I hope youe will not be unmindful of me, for if it hade not byne to doe you a good turne I woulde nevr have entride in to the toyle and chardge of husbandrye. Youe shall doe well to lett your cownsell, if thaie doe move the corte, to praye for youe, that there be a sequestration grauntd that the profyttes wch doe rise maye be in soem indifferent man's hand until the matter be determyned, and that he be barred that he shall not cutte downe your trees, for he hath such a determination. Soe praynge God all thinges maye fawle owte for your best good, I most hartelly comytt you to God. Campden the 26th of April 1612, your well-wishing tenant John Price.'

There the surviving evidence ends. Perhaps Sir Edward Greville, already up to his ears in debt to Cranfield, earned at least a respite by persuading Sir Baptist to make a deal with Cranfield that satisfied them both, leaving poor John Price out in the cold, after all his efforts on Cranfield's behalf; perhaps the two protagonists, without a mediator, got together and made a 'package deal' by which Cranfield sold all his Campden interests to Sir Baptist. We do not know. But we do know that in February 1617, Sir Baptist bought Greville House, Price's home, 'formerly occupied by John Price', together with John Page's house and land and other property, from Cranfield himself, for £870. Cranfield had bought these properties from John Price for £800,¹ and Price had inherited them from his father, Thomas Price, in 1580, after much tribulation, and a Chancery Suit.² They had been purchased from John Greville of Milcote, the great, great, grandfather of Sir Edward, by Price's ancestor.³

There ends the story of the dispute over the rectory of Campden, a dispute in which George Bonner, Thomas Combe's brother-in-law, William Barnes of Tarlton and Clifford Chambers, Sir Edward Greville of Milcote, and, more remotely, Thomas Russell, Shakespeare's friend, were concerned.

¹ Rushen, p. 29. Sackville Papers, 864.

² Kent C.C., Sackville MSS., U.269. T. 59.

³ *Ibid.*, and Rushen, p. 29.

Cases like this were in train all over the countryside, quarrels over rectories, disputes over property and inheritance, suits of all kinds. It is no wonder that there were over twice as many lawyers in Evesham and Stratford-on-Avon in the early 17th century as there are today. Constantly, alone or with their clients or witnesses, they travelled between their homes and the Courts of the Marches of Wales at Ludlow, or the courts in London. The roads must have teemed with them, and their neighbours and friends, and their activities must have made the staple of conversation in the inns and country houses. If Shakespeare, in his years of retirement at Stratford sat and gossiped at the College, or in the parlour at Clifford Chambers, or in the houses of his friends' friends at Campden, surely this dispute over Campden rectory is the very sort of story that would have gone to add spice, and a babel of legal terminology, to the conversation.

And when he rode to London in any of the years between 1610, 1611, or 1612, to rejoin his fellows of the theatre, and to meet once more the old friends in whose company he had risen from the struggling circumstances of his youth to the affluence of his middle age, he is as likely as not to have ridden with the disputants or their representatives or witnesses—with George Bonner, John Price, or Richard Perrott; or with Lionel Cranfield himself, or Sir Edward Greville, limping his way to London to try to recover his fortunes by one more disastrous speculation in Cranfield's spider's parlour¹; or even with Sir Baptist Hicks, the new owner of the manor of Campden, where the poet's friends the Combes had so many nieces and nephews²—for their roads would have met at Shipston-on-Stour, or Chipping Norton, if Shakespeare took the Oxford way, as he is said often to have done. And in London, be it remembered, Shakespeare at this time very probably lodged with his old friends and hosts, the Montjoys, in Silver Street (he deposed in their suit in the Court of Requests on 12 May 1612)³ only a few minutes' walk from Cranfield's house in Wood Street, from Sir Edward Greville's lodging at the Swan with Two Necks in Milk Street, and from Heminge and Condell in Aldermanbury.

¹ R. H. Tawney *Business & Politics under James I.*, 1958, p. 103, 4, 17.

² *Notes & Queries*, Oct. 1961., p. 366.

³ Chambers, II, pp. 90-5.