

# Plague and Enclosure

A Warwickshire Village in the  
Seventeenth Century

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# PLAGUE AND ENCLOSURE

A Warwickshire Village in the  
Seventeenth Century  
(Clifton-upon-Dunsmore)

Based on the work of the Extra-Mural Research Group  
on Clifton-upon-Dunsmore at Percival Guildhouse, Rugby,  
and written by the tutor,

A. GOODER

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## EDITORIAL NOTE

In 1964 the Coventry Branch of the Historical Association began the publication of a series of pamphlets on the history of Coventry and North Warwickshire. Dr. Gooder's pamphlet, the second to appear, is being published jointly by the University of Birmingham and the Coventry Branch. It is hoped that the next pamphlet in the series, a study of Anglo-Saxon Warwickshire by Mr. P. H. Sawyer of the University of Leeds, will be published in the autumn of 1966, and that succeeding pamphlets will appear annually and include in subject the George Eliot circle in Coventry and the history of Kenilworth.

I should like to thank the colleagues and friends who eased the task of publishing this pamphlet. The Rev. J. R. Simpson, Vicar of Clifton-upon-Dunsmore, very kindly allowed drawing of the parish chest and a page in the parish register to be made for the cover. The drawings were made by my colleague Mr. R. Southwell of the Art and Craft Department and the final cover design by Mrs. Gooder. The maps were drawn by third-year students in the Geography Department.

Peter Searby,  
Coventry College of Education.

## ACKNOWLEDGMENTS

The origin of this study was the work of a small group of Extra-Mural students meeting at Percival Guildhouse, Rugby. The members, Mrs. M. C. Breen, Miss K. Harrap, Mrs. M. Hinman, Miss D. M. Woodhams and Mr. and Mrs. M. R. Robertson, were responsible for the collection and arrangement of the information from the manuscripts of the Townsend family—who were lords of the manor from 1790—and for most of the reconstruction of the enclosure map. They also transcribed inventories at Lichfield. The project would not have been possible but for the co-operation of Mr. A. C. Wood, the County Archivist for Warwickshire, Mr. J. R. Haiste, the Rugby Borough Librarian, who arranged a temporary transfer of the Townsend MSS. to Rugby, and the Reverend J. R. Simpson, vicar of Clifton, who was always ready to help.

The study owes a great deal to the kindness of Lord Bradford in allowing access to his family's MSS. at Weston Park.

The account of the epidemic of 1604 is based on my wife's work and in many other ways, her invaluable help has been freely available.

Finally, I should like to thank the general editor of the series, Mr. Searby, for his help in proof-reading and getting the booklet through the press.

A.G.

Plague and Enclosure: A Warwickshire Village in the Seventeenth Century (Clifton-upon-Dunsmore): A. Gooder.

Clifton-upon-Dunsmore, near Rugby, gave its name to a parish which included the villages and manors of Brownsover and Newton on the other side of the Avon. The following account is concerned mainly with Clifton itself, the village and manor, not the parish. A very full set of documents has enabled us not only to describe in considerable detail the seventeenth-century enclosure by agreement and reconstruct the enclosure map, but also to attempt a sketch of the village community.

The history of the village has two features of special interest for economic and social historians: a serious epidemic, probably plague, in 1604, and the enclosure of the common fields and former demesne land in 1650. It is commonly believed that both plague and enclosure could do great damage to the life of a community; in Clifton we have them both within half a century. Moreover, thirteen years after the enclosure, the Whitneys, who had been lords of the manor for three centuries, sold their estates to the rising Bridgeman family, and most of the villagers got a new landlord. The village, however, seems to have been resilient in these vicissitudes.<sup>1</sup>

The Whitneys' Estate in Clifton

Clifton was given to Coventry Priory in Edward the Confessor's time but was seized after the Conquest by Aubrey de Couci and never restored to the church. The land for sixteen ploughs mentioned in Domesday corresponds with the 1,600 acres of the seventeenth-century manor, though there were only nine plough teams in 1086. There were already two mills and a priest, twelve

<sup>1</sup> The main sources for this study are the Townsend MSS. at the County Record Office, Warwick, and Lord Bradford's muniments at Weston Park. All documents with references CR, DR, HR, and QS are at Warwick. *V.C.H.* indicates the Warwickshire volumes of the *Victoria County History*, *D.N.B.*, the *Dictionary of National Biography*, BM, the British Museum, and P.R.O., the Public Record Office.

<sup>2</sup> *Domesday Book* (1783) or Facsimile (1862), *Lands of Coventry Church and Earl Aubrey*; or translation in *V.C.H.*, i, pp. 305, 308.



villeins and twenty bordars,<sup>3</sup> and this community had only grown to 48 households by 1667.<sup>3</sup>

In the fourteenth century the manor came to Robert Whitney, through his marriage to a Revel heiress, and his descendants continued as lords of Clifton until they sold to the Bridgemans in 1663.<sup>4</sup> Thus, for three centuries, the manor was owned by a family whose residence and main interests were 100 miles away, at Whitney-on-Wye in Herefordshire. Mediaeval records of Clifton are meagre, but none of the sixteenth-century or seventeenth-century documents suggests that any of the Whitneys lived there.

Sir Robert Whitney, who was owner of Clifton at the time of the enclosure, was born on September 23rd, 1592, and succeeded his father, Eustace, in 1608. He was knighted in 1617 and strengthened his Warwickshire connections by his marriage to Anne Lucy, the daughter of Sir Thomas Lucy of Charlecote. But his public life was centred in Herefordshire, where he was Sheriff in 1639, and a collector of subsidies. Whitney was a staunch Royalist and an officer at the battle of Worcester. The family history says that he impoverished himself in the King's cause, but he had been in debt before then.<sup>5</sup>

However, in 1614, when he was just of age, he had the resources to improve his estate at Clifton by the purchase of the rectory and the advowson of the vicarage, with the lands and rights which before the Dissolution had belonged to Leicester Abbey.<sup>6</sup> The monks had land and tenants in Clifton, and suit was owed from there to their court at Theddingworth.<sup>7</sup> This estate changed hands several times between the Dissolution and Sir Robert Whitney's purchase in 1614.<sup>8</sup> In 1590, it was sold by Thomas Shuckburgh of Daventry and Charles Waterhouse of Pedimore and his wife, Ursula. The purchasers were Edward Leigh of Russhall, in Staffordshire and John Bowlande of Shawell, and the price was £850. For this the purchasers acquired not only the rector's tithes in Clifton, with the right to present the vicar, but the 'grange, messuage or capital mansion house of the rectory', the tithe barn, together with three yardlands of arable with leys, meadow and pasture, and all the furze

<sup>3</sup> Hearth Tax: P.R.O. E.179/259/10. (Photostat in Warwick Co. Record Office.)

<sup>4</sup> *V.C.H.*, vi, pp. 65-66.

<sup>5</sup> H. Melville, *The Ancestry of John Whitney* (New York, 1896), pp. 182-184, facing p. 216. Mary Eliz. Lucy, *Biographies of the Lucy Family* (London, privately printed, 1862), p. 16. Alice Fairfax-Lucy, *Charlecote and the Lucys* (1958), p. 107 n. P.R.O. Calendar: Committee for Compounding with Delinquents, p. 2496.

<sup>6</sup> *V.C.H.*, vi, p. 71.

<sup>7</sup> Court Roll 16 Hen. VII. (P.R.O. SC. 2/183/100.)

<sup>8</sup> *V.C.H.*, vi, p. 71, but Samuel Bevercote and Thomas Clarke mentioned there were merely intermediaries in the sale by Shuckburgh and the Waterhouses to Leigh and Bowlande.

in the fields of Clifton. There were also three cottages, perhaps made by dividing a messuage, a toft called the hempyard, and a chief rent of eighteen pence, which the Barford family and their successors paid for their freehold in Clifton.<sup>9</sup>

The former monastic estate changed hands twice between 1590 and its acquisition by Sir Robert Whitney. In 1605, the price was £885.<sup>10</sup> It seems unlikely that Whitney paid less in 1614.

With this purchase, the Whitney hold on Clifton was consolidated: Sir Robert was lord of the manor, lay rector, patron of the living and owner of over three-quarters of the land and houses in the manor, as well as the parsonage house.<sup>11</sup> For some reason the presentation to the vicarage in 1632 was made by Mary Moore, but in 1639 Whitney presented Christopher Harvey, who was at that time rector of Whitney-on-Wye.<sup>12</sup>

### The Epidemic of 1604.<sup>13</sup>

When we turn from the Whitneys and their affairs to the villagers in the last decade of Elizabeth's reign, the parish register, which covers Newton as well as Clifton, shows that the population of the two villages combined was rising steadily; there were many more baptisms than burials and the number of both was increasing. In the five years 1594 to 1598<sup>14</sup> there were 32 baptisms and twenty burials and in the next quinquennium the 52 baptisms exactly doubled the burials. But next year Clifton suffered a catastrophic epidemic, probably the plague which was prevalent in London, Coventry and elsewhere in 1603-4. In 1604, 84 people died, 78 of them in the four months, May to August.

The parish register shows how the pestilence attacked the community. Margaret Odams was buried on May 3rd. There were no more deaths for over a fortnight but, as another member of the Odams family died on May 20th, Margaret was probably the first plague victim. There were four burials on May 18th, two the next day and three the next. Then a day without a death, a single burial of a little girl on the 22nd, and the village had a week's respite when it must have seemed that the danger was over. But on May 30th the full rage of the epidemic began. From then until June 24th

<sup>9</sup> Lord Bradford's MSS. at Weston Park: Bundle 6/30 (Old endorsement Class Y.Y.) 14 Dec. 32 Eliz.: Lists of chief rents. Townsend MSS. Warwick Co. Record Office: CR 339/55/2 and CR 339/56/5.

<sup>10</sup> *V.C.H.*, vi, p. 71. Weston Pk. MSS. 6/30: 17 May, 3 Jas. I. Townsend MSS.: CR 339/1/2.

<sup>11</sup> CR 515; CR 339/55.

<sup>12</sup> *V.C.H.*, vi, p. 71. List of Rectors in Whitney-on-Wye church.

<sup>13</sup> The Account which follows is based on the Clifton Parish Register at the County Record Office, Warwick.

<sup>14</sup> I have followed the parish register and used the year beginning Mar. 25th in this section.



there were only two days without a burial, and on June 17th there were four. 39 people died in this period. There was another six days lull until July 1st followed by another outbreak which lasted until the 24th and caused twenty deaths. Again there was a break until August 2nd, when there were two deaths, but the epidemic was dying out, and the total death roll for August was only eight. We can discern a definite rhythm: lulls lasting about a week and outbreaks of 24 or 25 days.

Were both Clifton and Newton attacked or did the disaster fall wholly or mainly on one village? The parish register does not give the places of residence, so one can only work from the surnames of known Clifton and Newton families. Fortunately, very few names are common to both villages. Of those who died during the period of the epidemic, 51 belonged to Clifton families and only two can be said with reasonable certainty to have come from Newton. Obviously Clifton suffered severely and Newton very little.

Is it possible that the two Newton deaths were not caused by the epidemic? To assume this we must accept that there were eight 'normal' deaths in this year (as there were six others outside the plague period), the average for the decade being 6.6. While such an assumption would be tenable, it must not be forgotten that there were 25 victims who cannot be allocated to either village, though they came from one or other, because their surnames do not appear in the register in the period, beginning 1616, when the clerk or vicar took the trouble to record the place of residence. So we cannot be sure that Newton escaped.<sup>15</sup>

Some families seem to have been completely wiped out. Four deaths each seem to have extinguished the Carter, Addams and Gawyne families. Six Barkers and four Frosts were survived only by women and the names died out in the parish. One cannot discover where all these families lived, but the Frosts, the Carters, the Battmans, who survived the loss of twelve of the clan, the Woodwards who lost six, the Hayles family (five) and the Coopers, Hansons, Barfords and Pinchbacks (three each) were all from Clifton. This village of less than 50 households suffered at least 51 deaths, and almost certainly many more.

Professor Trevor Roper remarked recently, 'In general a healthy society soon recovers from decimation by an epidemic . . . It is feeble societies which are fatally damaged.'<sup>15a</sup> In the ten years after 1604, the parish register shows how Clifton (and Newton if it was involved) recovered. The survivors re-married, or married sooner than they would have done and in the next ten years 147 infants were baptised, compared with 84 in the ten years before the

<sup>15</sup> Brownsover, the other village in the parish, had its own chapel and register but there are no entries from April 2nd, 1604, to October 26th, 1605. (Parish Register in Warwick Co. Record Office.)

<sup>15a</sup> Broadcast, 'Europe turns west', in *The Listener*, 2 Jan., 1964.

epidemic. The burial rate increased as well—many young children died in the seventeenth-century—but the excess of baptisms over burials was 63, as against 38 before the plague. The attempt to compare rates in Newton and Clifton falls down as there are too many 'unknowns' in the calculations, but, so far as one can say, the rates for the known Clifton families do not seem significantly different from those of the parish as a whole.

The baptism and burial rates fluctuated from 1615 to 1634 but remained at a higher level than before the epidemic with an excess of baptisms. In the next five years, however, while there was no catastrophic visitation, the death rate was consistently high and burials exceeded baptisms by three. Again the community showed its recuperative vigour; there were 90 baptisms and 48 burials in 1640-44. It is clear that Clifton was not in decline before the enclosure of its open fields, which is the next part of our story.

## THE ENCLOSURE

### Enclosures in Warwickshire in the Seventeenth-Century

Three years after the plague, Clifton was in the centre of the risings against enclosures and the depopulations and scarcity of corn which were believed to result from them. The rioters are said to have assembled at Hillmorton, just across the brook from Clifton, and at Cotesbach in Leicestershire, about four miles away, they threw down the fences of the newly enclosed plots.<sup>16</sup> Clifton lies between these two places and the villagers must have been well aware of what was going on, whether they took part or not. While this outbreak might serve as warning to would-be enclosers, not to force things through against the hostility of their tenants, as John Quarles had done at Cotesbach,<sup>17</sup> enclosures continued to be made. Professor Beresford has shown how much of Leicestershire was enclosed between 1550 and 1730 and Clifton is only just over his boundary.<sup>18</sup> No one has yet made a similar study of Warwickshire in the seventeenth century, but Mr. Tate mentions seven enclosure agreements in addition to Clifton,<sup>19</sup> to which we could add Southam

<sup>16</sup> W. E. Tate, 'Enclosure Acts and Awards relating to Warwickshire', in *Birmingham Archaeological Society's Transactions*, vol. LXV (1949), pp. 66-68. L. A. Parker, 'The Agrarian Revolution at Cotesbach, 1501-1612', in *Studies in Leicestershire Agrarian History*, ed. W. G. Hoskins (1949), pp. 71-73.

<sup>17</sup> Parker, as above.

<sup>18</sup> M. W. Beresford, 'Glebe Terriers and Open Field Leicestershire', in *Leicestershire Agrarian History* (as above).

<sup>19</sup> *Enclosure Acts and Awards*, pp. 71 and 91.



(1625),<sup>20</sup> and there is evidence of the enclosure of other places in the Quarter Sessions Records, glebe terriers and court rolls.<sup>21</sup>

Professor Beresford has recently discussed at length the victory of those who wished for improvements in the use of land over those who feared the depopulation of villages.<sup>22</sup> The debate was not concluded by the time Clifton was enclosed, but lords of manors and freeholders were agreeing and going ahead without waiting for universal approval. Falls in corn prices no doubt made many think of sheep and cattle, especially where, as in Clifton, a good deal of the land was not particularly good arable. Even in 1845, in the time of corn laws and good prices, only just over half the manor was under the plough.<sup>23</sup>

### Sir Robert Whitney's Finances

Economic decisions have to be made by individuals, however favourable the situation may be, and it is likely that Sir Robert Whitney's financial difficulties were the immediate cause of the Clifton enclosure. As we have seen, he married Anne Lucy of the Charlecote family, whose mother, née Constance Kingsmill, daughter of an official of the Court of Wards, was a shrewd guardian of the family's fortune.<sup>24</sup> She cleared Whitney's estate of debts and stocked his Herefordshire lands at Whitney and Clifford. But she kept the ownership of the animals and, when she died, bequeathed them to trustees to hold for the benefit of her daughter.

Her caution was justified, though she could not have foreseen the circumstances. In 1647, the County Committee for Hereford, having seized the estate of William Smith, reputed a Papist, found a bond from Whitney for £1,200. They then seized the cattle, and Whitney's brother-in-law, Sir Richard Lucy, one of the trustees appointed in Constance Lucy's will, had a long struggle to prove that he and not Whitney was the owner.<sup>25</sup>

In the same year, the Clifton rectory and some of the lands were transferred by fine and recovery from the Whitneys to Lucy,<sup>26</sup> and in the Enclosure Agreement of May, 1648, Lucy is lord of the manor.<sup>27</sup> But five years later this tenure of the manor by Lucy was

<sup>20</sup> Southam Parish Records; I am indebted to the Rev. R. T. Murray for drawing my attention to this.

<sup>21</sup> E.g. *Warwick County Records*, vol. V. 208. Berkswell Glebe Terriers and Court Baron Roll, 1 Apr., 10. Jas. I. (At Warwick County Record Office.)

<sup>22</sup> 'Habitation versus Improvement', in *Essays in the Economic and Social History of Tudor and Stuart England*, ed. F. J. Fisher (1961).

<sup>23</sup> Tithe Apportionment, Warwick County Record Office: CR 569/71.

<sup>24</sup> B.M. Add MS 24,475 f.56.

<sup>25</sup> Constance Lucy's Will, Somerset House, P.C.C. 89 Goare. P.R.O. *Calendar: Committee for Compounding*, pp. 583, 2496-7.

<sup>26</sup> P.R.O. CP 25(2)/506. Index to Recovery Rolls, p. 375.

<sup>27</sup> CR 515.

ignored and Whitney was said to have made the agreement.<sup>28</sup> One wonders whether, in 1647, the Herefordshire committee did not know of Whitney's estate in Warwickshire and steps were taken to transfer it to Lucy, a Parliamentarian, to avoid seizure. Certainly Whitney was in need of money, and the enclosure of Clifton would increase his income.

### The Land of Clifton before the Enclosure.

The Manor of Clifton lies within the rough parallelogram formed by the Avon, Watling Street and the Clifton Brook. The highest ground is just over 400 feet and the village lay near the top of the westward slope, not quite in the middle of the 1,600 acres of farm lands.<sup>1</sup>

The three common fields lay north, east and south of the village. Two were known as the North and East Fields. The name of the third has not survived, but as it lay to the south, it will be referred to as the South Field. The area of these three fields was 1,399 acres 28 perches according to the survey taken in 1637, but a meadow, probably of about six acres, was not included in the reckoning so that the total area of the three fields was probably near 1,406 acres. The north-west corner of the manor was the Hall Field, containing 209 acres 2 roods 38 perches, but here also some small pieces of meadow were expected from the reckoning and the total area was about 211 acres. This Hall Field was obviously the original demesne and it is interesting to note how closely these measurements correspond with the Domesday description of Clifton on the basis of 100 acres to a plough team. According to Domesday there was land for sixteen ploughs plus eight acres of meadow and there were actually two ploughs in the demesne.

In 1637 we have 1,617 acres, 211 of them in the Hall Field. But it is clear that this 1,617 acres meant all the land on the manor except for the homesteads, gardens and other small areas in the village itself, for (using the agreement of 1654, which gives areas to the nearest rood) the total area of the manor, including homesteads

<sup>28</sup> See below under *Legal Consolidation*.

<sup>1</sup> See Map I for further details.

The main source of information for the manor before enclosure is the enclosure agreement of 1 May, 1648. The original seems to have disappeared by 1887 (*Warwick County Records*, CR 339/28/3), but there is a copy at Warwick made about 1856 (CR 515). It contains some copyist's errors, but there is no reason to doubt that it gives the substance of the original. The agreement is recited, with some differences, in the Chancery writ of execution of 29 June, 1654 (CR 339/1/3). The survey of 1637, quoted in the enclosure agreement, has not so far been found and the names of the meadows, etc., have been collected from post-enclosure sources: leases at Weston Park (Reference 6/30), the agreement of 25 November, 1654 (CR 339/1/4) and the Tithe Apportionment (CR 569/61).



Map 1





but excluding roads *in the village*, works out at 1,632 acres.<sup>2</sup> The tithe award of 1845 gives the acreage as 1,651. Obviously the 'fields' included the arable and any meadow and pasture which lay in the same area: the enclosure agreement of 1648 makes it clear that Thackham Meadow was part of the Hall Field and that in calculating the acreage of the fields the surveyors had included the roads which ran through them.

The meanderings of the Avon and, to a lesser extent, of the Clifton Brook, provided low-lying flat areas which made natural meadows often named after the 'holme' or bend in the river where they lay. Such were Ellersholme, Thackham, the two Mill Holmes, Lawnham and Sydenham on the Avon, and Morton Myres and Broad Hook Meadows on the Clifton Brook. In Thackham, three strips of meadow called Luck's piece, Deane's piece and Peter Hales's piece, amounting in total to about one and three quarter acres, were held in severalty. A meadow of about six acres, in the north, near to but just outside the Hall Field, was Sir Robert Whitney's tithe meadow, probably allocated at some time in lieu of the tithe of hay due to him as lay rector. The modern Ordnance Map marks some of these meadows 'liable to floods' and in the seventeenth-century this irrigation process was encouraged and controlled by ditching. A ditch across the loop of the river bounded Thackham and a draft lease of post-enclosure days lays on the tenant the obligation to 'float' his land, which lay in Sydenham. Mill Holme, near the present Clifton Mill, was cut off by the mill leat making it an island. Clifton Mill seems to have been a double one, as the miller's holding is sometimes described as 'two water corn mills'.<sup>3</sup>

<sup>2</sup> Holdings mentioned in the agreement	...	...	1616a.	3r.	0p.
Highways according to agreement of 1648	...	...	13a.	0r.	16p.
Three excepted pieces in Thackham approx.	...	...	1a.	3r.	0p.
Churchyard approx.	...	...		2r.	19p.
			1632a.	0r.	35p.

<sup>3</sup> The whole question of mills in Clifton is somewhat involved. Domesday says that there are two mills and the Tithe Apportionment shows another Mill Holme in the North of Clifton, to the West of the great loop of the Avon which is now crossed by the railway. Near it is a typical 'island' formed by taking the mill stream across a loop, but the mill stream (which has now become the main channel) is on the other side of the Avon and the island is not in Clifton but in Newton and Biggin and any mill must have been there also. The mill on the site of the present Clifton Mill is sometimes described as 'two water corn-mills' but more often is just 'the mill'. And there is no mention of a mill on any other site.

A further difficulty concerns the windmill. This is mentioned in the final concord transferring the Rectory estate in 1605 (though there was no mention of it in 1590). But the great agreement of November, 1654, which covers the whole manor, makes no reference to it. As this deed is part of a transaction for transferring and registering titles, a windmill would hardly be omitted if it was in a working condition. Beighton dd.

(Continued at foot of pp. 11)

The three common fields were reckoned as 36 yardlands,<sup>4</sup> 27½ of which, in 1648, were owned by the lord of the manor and the remainder unequally divided between six freeholders. There were no copyholders and the Whitneys' tenants evidently held on leases.<sup>5</sup>

The Hall Field was not divided into yardlands, and was a separate entity with its own special arrangements. Here the units were holdings of under eight acres known as 'nobles' or 'quarters of Ardens land',<sup>6</sup> which appear to have been roughly equivalent. The 24 nobles were all owned by the lord of the manor and the four quarters of Ardens land belonged to three freeholders. It is worth noting that these were St. John Cave, who owned what would have been the manor house if the Whitneys had not lived elsewhere; John Barford, whose predecessors had held of the former Leicester Abbey estate in Clifton; and Edward Boughton, whose family had sold that estate to Sir Robert Whitney. This suggests that the original gift to Leicester Abbey included part of the demesne, and that none of the demesne had passed to 'ordinary' freeholders by 1648. The West Croft, immediately to the west of the village, was part of the Hall Field and the mention of St. John Cave's hedge in the enclosure agreement of 1648 suggests that at any rate some other plots there were fenced. There was here also 'unknown ground', i.e., land held in common, and rights of pasture for limited numbers of cattle were attached to the nobles and Ardens land.

Besides the common pasture rights which went with the yardlands and Hall Field land, right of common was attached to fifteen ancient cottages of which, in 1648, eleven were owned by the lord of the manor, and the rest by the freeholders. By 1654, one of these cottages, with two acres in lieu of common, had been transferred from the Whitneys to the vicars of Clifton.

Morton Myers meadow and other patches of grassland scattered about the fields and amounting to not more than twenty acres were

<sup>4</sup> continued—

not show the mill in his one-inch map of Warwickshire surveyed between 1722 and 1725 but it appears on his map of Knightlow Hundred in Thomas's edition of Dugdale's *Warwickshire*, of 1730. The most likely explanation would seem to be that the mill fell into ruin between 1605 and 1654 but was later rebuilt. The Tithe Apportionment shows Windmill Close and the mill was probably on the east side of the Rugby Road near the top of the hill. (War. Co. Records: CR 339/1/2 & 4; CR 515; CR 569/71. Weston Park MSS. 6/30: 14 Dec. 32 Eliz. and 3 July 21 C.II.)

<sup>5</sup> If these were the equivalent of the mediaeval virgates one wonders whether the fourteen plough teams, outside the demesne, which were allowed for in Domesday were ever actually to be found working on the manor. There were seven teams in 1086.

<sup>6</sup> John Perkins certainly had a lease (War. Co. Rec. D 21/18). See also note 22 below.

<sup>6</sup> I have found no explanation of these terms. 'Arbury Five Nobles' is mentioned in a survey of Chilvers Coton of 1681 (Warwick Co. Records: CR 136, V. 101, p. 12).



Town Ground, the grass being sold annually by the churchwardens or constables and the money used for the expenses of their offices.

### Agriculture in Open-Field Clifton

How did the freeholders and tenants in Clifton farm their holdings? If we can answer this question we shall understand why they thought it was to their advantage to agree to the enclosure in 1648. Briefly, it is clear that they were finding grazing, especially of sheep, profitable, and were using parts of the common fields as leys to feed their stock instead of raising corn crops on them. Field-names surviving from this period include Hall Leyes, Plash Leyes, Britch Leyes and Broad Hook Leyes, all in the East Field, while Sheep Leyes, located there in 1790, may also have been so named before the enclosure.<sup>7</sup> The impression created by the survival of these few names is confirmed by a study of some probate inventories.

Five farmers who died between 1589 and 1607, leaving animals, crops and implements worth from £31 to £194, were all equipped for arable farming: they had one or more ploughs, harrows, carts and the horses\* needed to draw them. But in no case did the value of their crops exceed that of their animals (excluding horses) and wool, and three of them had livestock worth more than twice as much as their crops. At Wigston Magna, fifteen miles away where, Dr. Hoskins shows, about a fifth of the land was ley and four-fifths arable, the value of the livestock was only from two-thirds to three-quarters that of the crops. Obviously the proportion of arable was much smaller in Clifton.

In the case of Robert Barford, who died in 1589, the two sides of his farm nearly balanced. He had only four sheep, but the others, who all died between 1604 and 1607, had flocks varying from 39 to 193 sheep, the proportion of sheep to fully-grown cows being roughly ten to one.<sup>8</sup>

But whatever the system was for managing the open fields it did not force all the Clifton men into farming the same way. Three small farmers who died in the early sixteen-thirties, leaving stock or crops and implements valued at between £23 and £42, had this in common that they each kept three cows. But only two of them were sheep men: John Southam had 50 ewes with lambs and 30 other sheep, and Thomas Caternes had eighteen sheep (seventeen with lambs) and a ram. These two were true 'stick-and-dog

<sup>7</sup> MSS. at Weston Park 6/30: leases of Wm. Ward and Thomas Huett. CR 339/13/40.

\*Valentine Cave's inventory, exceptionally, does not mention any horses, although he had three ploughs.

<sup>8</sup> Probate inventories (at Lichfield) of Robt. Barford, pr. 1597; Wm. Bate-man, pr. 1604; Wm. and Eliz. Carter, pr. 1604; Valentine Cave, pr. 1606; Thos. Colledge, pr. 1607. W. G. Hoskins, *The Midland Peasant* (1957), p. 236.

farmers': they had no crops, no horses or ploughs, no pigs to eat the offals. By contrast, the third farmer, Charles Cooper, had no sheep, but had crops worth £18, a horse and four pigs.

In addition to the farmers, craftsmen and labourers, with rights of common or a few acres of land, could keep a few animals—like William Daffern, the blacksmith, with his two cows and a pig, and Nicholas Wright, who had a cow and a calf. William Hickes, a labourer who died in November, 1628, farmed in miniature. He had sown two strips in the open fields with rye, and presumably had some other strips from which he had reaped the small crop of oats and peas in his barn, where he also had some hay. He had two sheep and a lamb as well as two pigs, and the total value of his farm was £2.<sup>8a</sup>

Often the descriptions of crops in the inventories are too vague to tell us what grains were actually grown. However, oats and pease are sometimes specified. Rye is referred to as a standing crop, but no mention of the harvested grain has been found and it may have been used for sheep pasture in spring.

### The Enclosure Agreement of 1648.

The Agreement signed on May 1st, 1648, was between Sir Richard Lucy, temporarily lord of the manor, and the eight freeholders: St. John Cave and Edward Boughton, esquires, Thomas Hulme, gentleman, Moses Hodges, clerk (as guardian of his nephew Moses Cave) and four yeomen—John Barford, Johnson Higgs, Richard Lea and John Perkins. All except Boughton and Hodges lived in Clifton. Barford, with two and a half yardlands, a quarter of Ardens land and two cottages with their common rights, in addition to his own house, was the biggest freeholder, but St. John Cave had almost as much. John Perkins, the smallest freeholder, had a cottage with common rights and a piece of 'known ground' which cannot have been more than two and a half acres.

The agreement covered the whole manor except the Tithe Meadow (probably about six acres) and the three small pieces held in severalty in Thackham meadow. It was a comparatively simple document: of the 1,608 acres 3 roods and 16 perches covered by the agreement, thirteen acres and sixteen perches were allowed for highways and twenty acres for the Town Ground. The rest was divided between the lord of the manor and the freeholders in proportion to their estates, the scale being 37½ acres for a yardland and one and a half acres for a cottager's common. For the Hall Field land the owners were to have an area equal to their 'known ground' plus an amount arrived at by dividing the area of the 'unknown

<sup>8a</sup> Inventories of John Southam, adm. 1631; Thos. Caternes, pr. 1634; Chas. Cooper, adm. 1634; Thomas Daffern, pr. 1641; Nicholas Wright, adm. Mar. 1639/40; William Hickes, pr. 1628.



ground' by the number of cattle the Hall Field owners had a right to put on it. This worked out at from just under seven to just over eight acres for the quarters of Ardens land, but in the end the owners seem to have received eight acres each.

A simple scheme for allocating plots to the freeholders was written into the agreement. The Common Fields and the Hall Field were treated separately. In lieu of the scattered strips of his holding and his rights of pasture in the Common Fields, each freeholder was to have a single plot in the North Field. With the road running along the north side of the village or the Lilbourne road further east as their southern boundary, the plots were to stretch northwards to the bank of the Avon. The lord's Tithe Meadow, excluded from the agreement, formed part of the northern boundary of one plot. Beginning at the road from Clifton village to Newton Ford, with the allotment to Richard Lea, holder of half a yardland, the plots followed, in strict order of size, eastwards towards Watling Street, ending with the 102 acres of John Barford, the largest freeholder. John Perkins, the smallest freeholder, had not even a fraction of a yardland, but in lieu of some 'known ground' and his cottager's common he was to have a square plot of four acres by the cross-roads at the western end of the village, in the corner between the Lilbourne and Newton roads.

Plots in the Hall Field were allotted only to those who had previously had land there: for his quarter of Ardens land, Edward Boughton was allotted seven acres nine perches in the extreme north-east corner of the Hall Field by Newton Ford, probably because this was the most accessible from Brownsover, where he was lord of the manor. St. John Cave, who held two quarters, was probably to consolidate around a close already in his possession, as the western boundary of his plot was to be his own hedge by Clifton Mill; Barford's plot was to be immediately to the south of Cave's.<sup>8b</sup>

These arrangements can hardly have represented a detailed plan arrived at after careful negotiation, because in fact they were largely discarded. Only two of the plots actually enclosed, Boughton's in the Hall Field and Barford's in the North Field, were in the positions originally agreed.

The enclosure agreement gave the freeholders the right to exchange their allotments in the North Field for any equivalent plot allocated to the lord of the manor in the three common fields. But at some time after May, 1648, the smaller freeholders must have managed to have the distinction between Hall Field and Common Fields set aside and all of them, except Hulme, took their plots in the Hall Field.<sup>9</sup> It is clear that Perkins and Lea, the two smallest freeholders, must have considerably reduced their fencing costs by

<sup>8b</sup> CR 515.

<sup>9</sup> See maps 1 & 2.

# Freehold Estates in Clifton, 1648

	Yardlands in Common Fields	Cottage Commons	Nobles or quarters of Ardens Land in Hall Field	Other land, etc.	Allotted at en- closure (to nearest $\frac{1}{4}$ acre) +
Sir Richard Lucy Kt. & Bart. [Sir Robert Whitney, Kt.] John Barford, yeoman	27 $\frac{1}{4}$	11 [10]	24 (nobles)	[Tithe Meadow]†	Residue of Manor [110a] 105a
St. John Cave, Esq.	2 $\frac{1}{4}$	2	[1]* (quarter of Ardens land)	—	99 $\frac{1}{4}$ a
Moses Hodges, clerk (for Moses Cave)	2 $\frac{1}{4}$	1	2 (quarter of Ardens land)	—	56 $\frac{1}{4}$ a
Thomas Hulme, gent.	1 $\frac{1}{2}$	—	—	—	37 $\frac{1}{2}$ a
Johnson Higgs, yeoman	1	—	—	—	37 $\frac{1}{4}$ a
Richard Lea, yeoman	$\frac{1}{2}$	—	—	[4/- p.a. rent]	18 $\frac{3}{4}$ a [and the impro- prietate tithes pay- able to the lay rector from this land]
Edward Boughton, Esq. [Thos. Onley]	—	—	1 (quarter of Ardens land)	—	8a
John Perkins, yeoman	—	1	—	known ground ‡ 2 $\frac{1}{2}$ acres	4a
[The vicar, C. Harvey]	—	— [1]	—	[Commons]	[2a]
Town ground	—	—	—	‡ 20a	20a

The items in square

brackets are from the Chancery Writ of Execution of 1654 (at Warwick. C.R. 339/1/2)

\*Copy of enclosure agreement of 1648 has 4; probably an error.

†Excluding gardens, homesteads, etc.

‡'Mill meadow' in copy of enclosure agreement; perhaps an error.



the move but, on the other hand, Moses Cave and Johnson Higgs must have increased theirs, and there seems no doubt that the reason for the moves was that the Hall Field, on the western slope to the river and brook, was better land. After the enclosure, the Whitneys' tenants were paying 14s. an acre for the land in the North Field where the original allotments were. This seems to have been the normal rate for former common-field land, with variations up or down for special circumstances, and it usually included the tithe due to the Whitneys as lay rectors. But in the Hall Field, rents were usually from 16s. to 17s. 4d. with the tithe on top and Thomas Pettifer paid 18s. 6d. per acre, including the tithe of hay only.<sup>10</sup>

Of the freeholders holding one and a half yardlands or less, only Hulme did not move into the Hall Field. His plot in the North Field was moved eastward to adjoin Barford, who was his brother-in-law and an executor of his will. Hulme, however, rented 32 acres of the Hall Field from the Whitneys. As we have seen, Barford's plot in the North Field was more or less the one originally allocated to him and the other large freeholder, St. John Cave, merely moved into the East Field. If these two had gone into the Hall Field, there would have been no land there for anyone else, not even the Whitneys. Obviously, if anyone was to be allowed to move there it must be the smaller men. Cave, in fact, gave up the Hall Field land to which he was entitled and added an equivalent area to his plot in the East Field. Barford took his share of the Hall Field, but in a different position from his original allotment.

It seems clear that the small freeholders made a good bargain. Were there any advantages to the lord of the manor in allowing them to move? All we can say is that in the part of the North Field where their plots would have been, 150 acres were leased in one plot to a tenant farmer, John Andrews. In the final plan, most of the eastern part of the manor was divided between the large freeholds and larger leaseholds and it must have been easier to plan this with the smaller freeholds out of the way. Whether or not it was worth £16 per year, or thereabouts, which the Whitneys must have lost in rents by allowing the exchanges, it is hard to say, but the small freeholders would be in a strong bargaining position. They had made the agreement in May, 1648, but as will be made clear later, it would have been a difficult and expensive business to coerce them into fulfilling it.

Returning to the agreement of 1648, in lieu of the various pieces of Town Ground, a plot of twenty acres, including Morton Myers meadow, was allotted to the churchwardens and constables who were to let it, giving preference to poor inhabitants who did not

<sup>10</sup> Rentals: CR 339/55 and HR 83/Misc. 52 (Warwick County Record Office).

<sup>11</sup> CR 515.

already own or rent lands.<sup>11</sup> The income from this 'Poor's Plot' still goes to the church and the Town Lands Charity of Clifton under the provisions made by the Charity Commissioners.<sup>12</sup>

The constables and churchwardens were to share the income from the Town Ground, but this obviously would not be sufficient and provision was made for the poor rate and a common stock or loan fund for the next ten years.<sup>13</sup> This was necessary, as rates were often assessed by the yardland and the change of land values by enclosure led to disputes which were taken to Quarter Sessions.<sup>14</sup> It was agreed at Clifton that, for the first ten years after the agreement, the former owners of yardlands would pay 10s. a year, and the owners of nobles or quarters of Ardens land 2s. to the churchwardens, constables and overseers, who would distribute half the amount to the poor and use the other half for interest-free loans. Tithe was also taken care of: yardlands were to pay £3 a year, nobles and quarters of Ardens land 10s., to be divided between the lay rector and the vicar by agreement. Provision was made for those who wished to retain the right to pay in kind.<sup>15</sup>

John Barford held some of his land of the lord of the manor by knight service. This was not just an interesting relic of feudalism. Those who held of the Crown by the same tenure knew well that, under it, the lord's rights of wardship of the heir and his estate, and control of his marriage, could inflict real hardship when the land descended to a minor. Other lords still insisted on their feudal rights: in 1639, the earl of Northumberland exacted £150, for the wardship and marriage of her son, from the mother of a minor who had inherited 40 acres of land, held of the earl by knight service.<sup>16</sup> These rights had become such a grievance that their abolition was enacted in 1656 and again by one of the early acts of the Restoration Parliament.<sup>17</sup> At Clifton, it was assumed that the tenure was attached to the actual land Barford held and would not be automatically transferred to his new allotment. Obviously, no other freeholder would want land burdened with this tenure as his share, so Sir Richard Lucy agreed to relinquish his rights.<sup>18</sup>

Writers on the parliamentary enclosures of the eighteenth and early nineteenth centuries have sometimes made much of the hardship suffered by cottagers through the loss of the privilege of turn-

<sup>12</sup> V.C.H., vi, p. 71, and information from Mr. M. R. Robertson.

<sup>13</sup> CR 515.

<sup>14</sup> *Warwick County Records*, e.g. vol. II, p. 167.

<sup>15</sup> CR 515.

<sup>16</sup> Lord Leconfield, *Petworth Manor in the Seventeenth Century* (1954), p. 21.

<sup>17</sup> Abolition was ordained by the Long Parliament in 1646 but the freeholders did not rely on that. C. H. Firth and R. S. Rait, *Acts and Ordinances*, vol. I p. 833, vol. II p. 1043. Statute 12 Car. II c. 24.

<sup>18</sup> CR 515.



ing out geese, pigs or other animals on to the waste or common fields. The Clifton enclosure agreement recognised the common rights attached to the ancient cottages and compensated the owners by an allotment of land, agreed at 1½ acres for each cottage but sometimes in fact amounting to two acres. But only one cottage belonged to a small freeholder who lived in it. The others belonged to the lord of the manor, or to substantial freeholders who let them to tenants, perhaps their employees. Obviously, the tenants would suffer unless their landlords made some arrangement to compensate them for the loss of their grazing. To find out whether anything was done, we have to go beyond the enclosure agreement to the rentals and other documents relating to the enclosed manor. From these it appears that, so far as the Whitneys' tenants were concerned, a twenty-acre close by the cross-roads at the eastern end of the village was let jointly to seven cottagers for a low rent of £10 a year.<sup>19</sup> The Whitneys originally owned eleven cottages with common rights but seem to have given one to the vicarage.

It would appear, therefore, that three cottagers did not take up their share in the twenty-acre piece. Perhaps they did not want to: Mary Perkins, for instance, a widow, probably had enough with the quarter-acre homestead of her cottage. We do not know whether the other freeholders made any concessions to compensate their tenants for the loss of their grazing. The tenant of the vicar's cottage seems at first to have occupied the two acres given to the vicar in lieu of common, but later this 'Parsonage piece' appears to have been in the vicar's own hands. Altogether, seven households appear to have had no land after enclosure other than their homesteads, which were sometimes as large as an acre, but more often half or quarter-acre plots. These seven include the three tenants of the freeholding yeomen. But, according to the enclosure agreement, these households were to have priority for a share of the other twenty-acre plot allocated to the churchwardens and constables as town ground, and we do not know to whom it was in fact let. Altogether, it would appear that, after the enclosure, any household should have been able to secure the use of about three acres of land provided they could pay the rent.<sup>20</sup>

It will be clear from the account we have given of the proceedings at Clifton that the problems of enclosure were already well understood and that the enclosers who worked under the authority of private acts of parliament in the eighteenth century were following well established traditions. In 1648, the lords of the manor and the freeholders of Clifton understood that all rights involving use of land, cottagers' rights as well as freeholders' must be acknowledged and compensated. It was understood that provision must be made

for exchanges after the first allocation of plots, and clear rules were laid down about ditches, fences and other minor matters such as the right of the original owners before enclosure to remove the gorse from their old lands. The attempt to settle tithe on a money basis, the provision for poor rates and a loan fund for the poor, show an understanding of the likely causes of disputes and discontent and a determination to eliminate them and reassure all those likely to be concerned.

Finally, the smaller freeholders in particular, must have been greatly helped by not having to bear their share of the costs of surveying and of the complicated legal proceedings by which the enclosure was safeguarded. All this expense was to be borne by the lord of the manor.<sup>20a</sup> Initially, the freeholders would have only the cost of boundary fences and the charges for the individual deeds which conveyed the titles to their plots at the end of the legal process.<sup>20b</sup> Internal fences to divide their plots into convenient fields could come afterwards. They would not have got off so lightly under an enclosure act a century later. For instance in 1766, at Wigston Magna, Dr. Hoskins tells us that the freeholders had to pay costs amounting to over £1 per acre for their share of the expenses of obtaining the enclosure act, surveying and allotting the plots; and also making both boundary and internal fences for the allotment of the lay rector and the boundary fences of the vicar's plot. Moreover, these costs had to be paid within ten days of the sealing of the enclosure award.<sup>20c</sup>

The Whitneys and their advisers needed to be more careful of the rights and prejudices of the villagers than a group of eighteenth-century enclosure commissioners would have been. Men still living in Clifton could have witnessed, in 1607, the gathering of the rioters at Hillmorton and their march to Cotesbach to break down the new fences.<sup>21</sup> More important, legal powers of coercion did not exist, whatever other pressures might be used.<sup>21a</sup> In the eighteenth-century, the act of parliament preceded the enclosure, the commissioners worked under its authority, and their powers were almost

<sup>20a</sup> CR 515.

<sup>20b</sup> See below, pp. 24.

<sup>20c</sup> *The Midland Peasant*, pp. 259-260.

<sup>21</sup> See above, p. 7.

<sup>21a</sup> It is sometimes assumed that the courts could be used to compel reluctant owners but I do not know how this could be unless they had originally agreed to the enclosure and later withdrawn their consent. Professor Beresford in his discussion of the use of the Chancery and Exchequer Courts for enclosure does not suggest that they could be used to coerce owners (M. Beresford, 'Habitation versus Improvement', in *Essays in the Economic and Social History of Tudor and Stuart England*, ed. F. J. Fisher (1961), pp. 60-63). Quarles, the encloser of Cotesbach, having a royal licence, was able to override his tenants, not the freeholders. (*Studies in Leicestershire Agrarian History*, pp. 63-65.)

<sup>19</sup> See map 2.

<sup>20</sup> CR 515; CR 339/1/3; CR 339/1/4; CR 339/55; HR 83/misc. 52.



absolute. But at Clifton, the legal proceedings followed the enclosure, and were merely a means of ratifying and safeguarding what had already been done. It was necessary to get everybody's consent by making concessions and adjustments so that only collusive actions, to make good titles to the enclosed lands, went through the courts.

The Whitneys' tenants do not appear as parties in any of the enclosure documents, but they occupied most of the land in the manor. Evidently most of them had leases,<sup>22</sup> and unless all the leases were due to fall in, which is unlikely, negotiations to secure their consent must have been a necessary preliminary to the agreement made with the freeholders in May, 1648.<sup>22a</sup> Once the agreement had been made the negotiation of exchanges, which we have already discussed, would have to be completed before the surveying and marking of the plots could follow. The period of peace had ended with the outbreak of the Second Civil War: Cromwell got his orders to start for Wales on the day the enclosure agreement was signed, but by February, 1649/50, all was ready for a new agreement in which the plots actually laid out were accepted. This has not survived but is recited in the Chancery proceedings by which the enclosure was legally safeguarded.<sup>23</sup>

#### The Enclosure Map.

Neither the original enclosure map nor any copies of it are known to exist, but it has been found possible to reconstruct it. The agreement made between the Whitneys, the freeholders and groups of trustees, on November 25th, 1654,<sup>24</sup> gave the area and boundaries of all the enclosed plots and of the homesteads in the village. By comparing these with the 25" Ordnance Survey plan, the Tithe Apportionment<sup>25</sup> and the plans deposited when the course of the Oxford Canal was altered and the Rugby to Stamford railway built,<sup>26</sup> it has been possible to determine with, it is believed, a high degree of certainty, which were the boundaries marked out by the surveyors between May, 1648 and February, 1649/50. Over most of the area, one can be quite sure. Here and there a choice had to be made between two possible interpretations of the document and plans. These were matters of details of boundaries rather than of

<sup>22</sup> They certainly did after the enclosure, and we know that one did before (CR D21/18). Moreover, in the leases made in February, 1662/3, the holdings are said to have been set out for the plots of the lessees at the enclosure. (Weston Park MSS.: Bundle 6/30.)

<sup>22a</sup> When the common fields of Stoke, near Coventry, were enclosed in 1656, the leaseholders were parties to the enclosure agreement as recorded in the Chancery Decree. T. A. Blyth, *History of Stoke* (London, 1897), pp. 68 *et seq.*

<sup>23</sup> CR 339/1/3.

<sup>24</sup> CR 339/1/4.

<sup>25</sup> CR 569/71.

<sup>26</sup> QS 111/60 & 173.

the main scheme of the enclosure plan. But nothing has been represented by a *continuous* line unless a hedge or fence is shown on one of the plans.

A glance at the reconstructed map<sup>27</sup> will make it clear how the surveyors proceeded. Watling Street provided a convenient straight line on the eastern boundary. To divide up the part of the manor east of the Newton-Hillmorton road, lines were drawn parallel to Watling Street (usually ignoring contours, old furlong boundaries or divisions between meadow and arable) to mark off the plots of the larger freeholds and leaseholds. As the plots usually stretched from the Lilbourne road to the Avon or the Clifton Brook, most would include a portion of meadow. Apart from the Poor's Plot and the twenty acres set aside for the cottagers, the smallest plot in this part of the manor was 29 acres.<sup>28</sup> The plots to be leased to the Whitneys' tenants were nearly all multiples of the 37½ acres agreed upon, in 1648, as the equivalent of the yardland. There were two plots of 150 acres;<sup>29</sup> one, in south-east corner of the manor, gave the name 'Four Yardland' to several of the closes into which it was eventually divided.<sup>30</sup> Three plots were 75 acres,<sup>31</sup> one 56½ (equivalent to 1½ yardlands)<sup>32</sup> and two 37½.<sup>33</sup> The measurements suggest that these plots were intended to be the equivalent of open-field land which the lessees were holding from the Whitneys before the enclosure.

West of the Hillmorton-Newton road the pattern is much less regular: only one of the tenants' plots fits in exactly with the 37½-acre scale, while the 56½-acre plot of the freeholder, Moses Cave, has to straddle the Rugby road.<sup>34</sup> Also, the plots are smaller, Cave's, just mentioned, being the largest in this area. We have seen that the smaller freeholders moved into the old Hall Field, which was part of this area, and obviously the rest of the western part of the manor, where there was less room to lay out large plots, was used for the smaller and irregularly-sized holdings let to tenants.

When we look at the modern Ordnance Survey map of the eastern part of Clifton, however, we do not see the regular pattern of hedges enclosing mostly rectangular fields which we should expect if the manor had been enclosed in the eighteenth century. The long straight lines which marked out the outside boundaries of the plots stand out in contrast to the irregular shapes of the closes within

<sup>27</sup> Map 2.

<sup>28</sup> No. 45 on Map 2.

<sup>29</sup> Nos. 56 & 61.

<sup>30</sup> No. 61. See Tithe Apportionment, CR 569/71.

<sup>31</sup> Nos. 21, 50 & 51.

<sup>32</sup> No. 22.

<sup>33</sup> Nos. 52 & 67.

<sup>34</sup> No. 70.

<sup>35</sup> See Map 3.





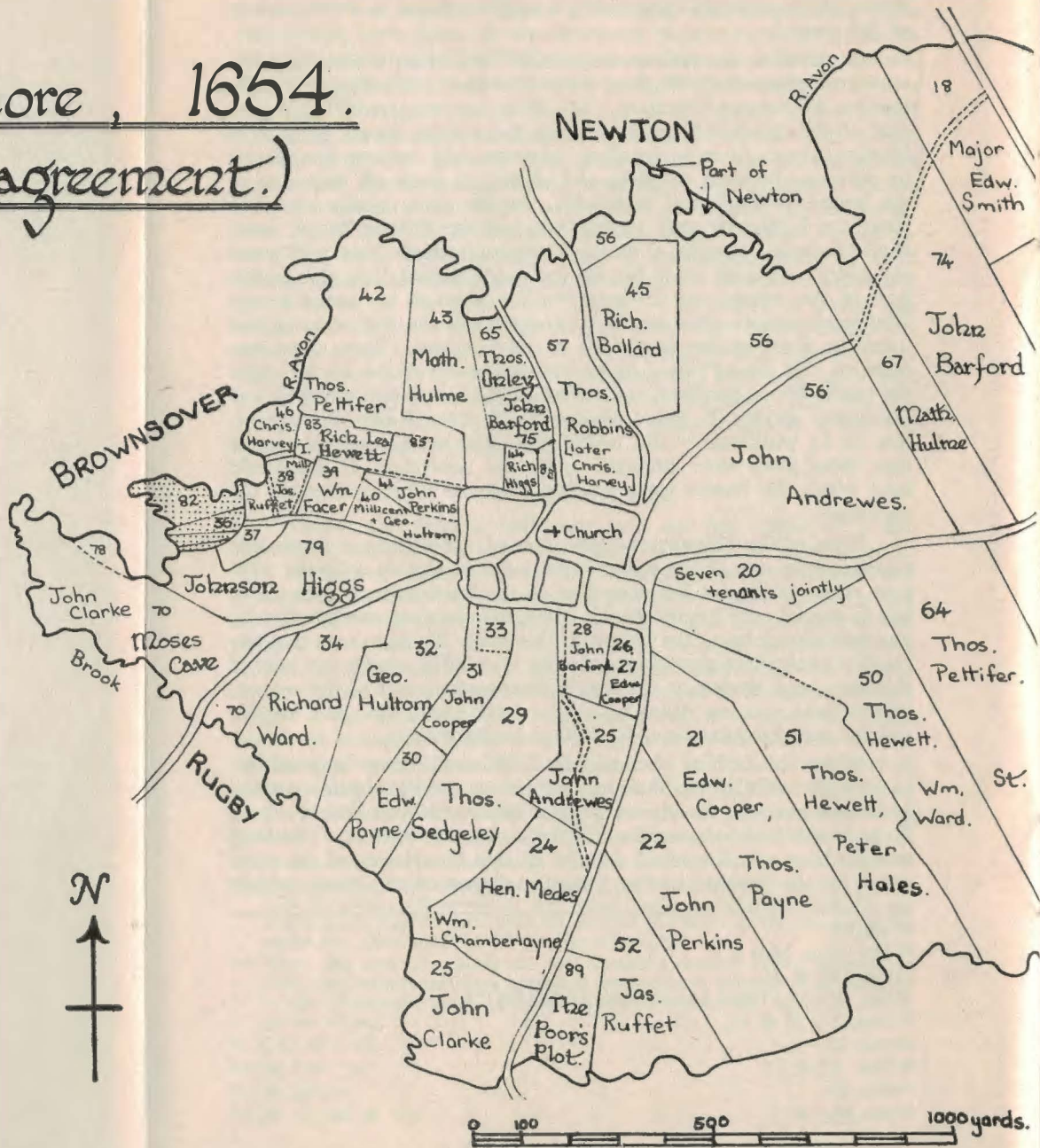
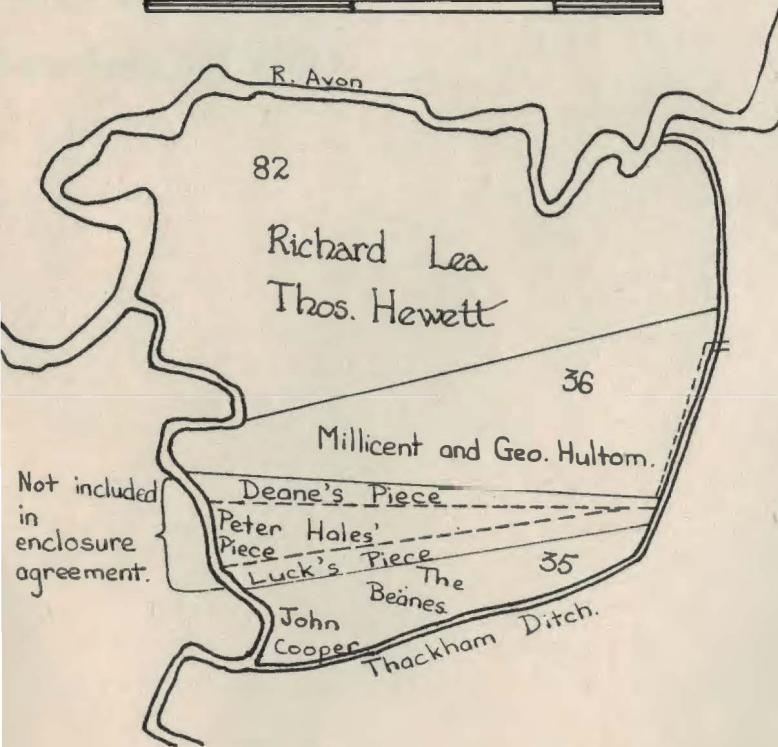
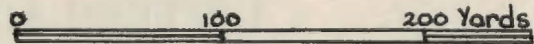
CLIFTON-UPON- DUNSMORE, 1654  
(after the enclosure by agreement)



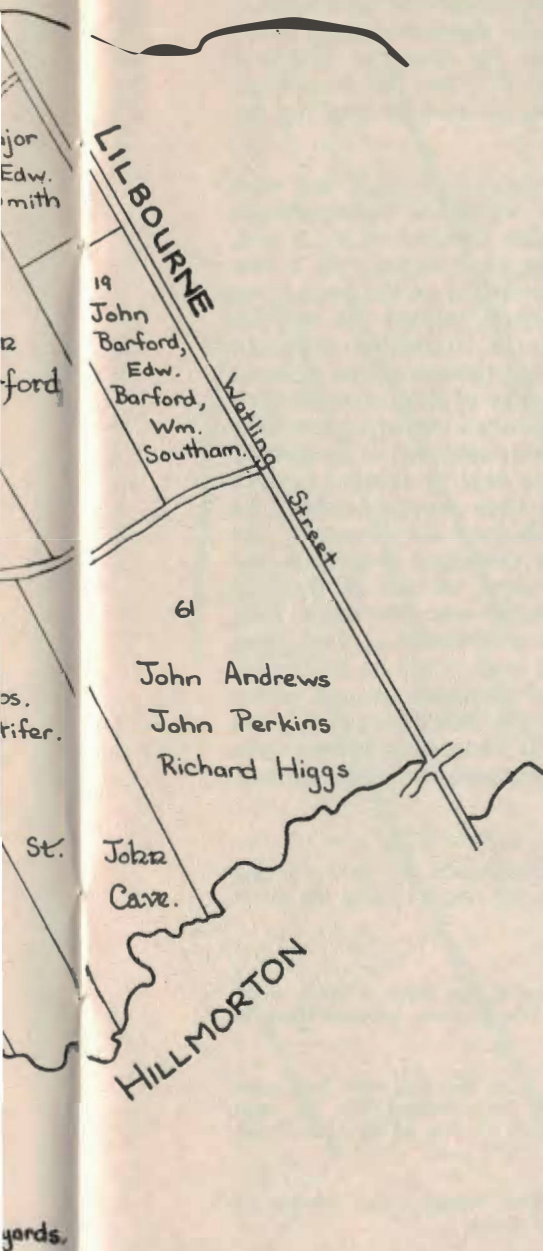


Clifton - upon - Dunsmore, 1654.  
(after the enclosure by agreement.)

# Thackham Meadow.







Sources for this reconstruction of the Enclosure Plan: Quinquartite Indenture of 25th Nov. 1654 (Warwick County Record Office C.R.339/1/4); Tithe Apportionment Plan (Ibid. C.R.569/71); Deposited Plans, Oxford Canal Improvement 1828, Rugby and Stamford Railway 1845 (Ibid. Q.S. 111/60 and 173) and 25in. Ordnance Survey. Plot boundaries represented by continuous lines are shown on the plans. Those shown ..... are deduced from C.R.339/1/4. For plots in the village see large scale plan.

### KEY.

Freeholders..... Moses Cave.	88.... Parsonage Piece - The
Tenants..... Edw. Payne.	Vicar of Clifton (C. Harvey).
37.... Stph. Sutton (tenant).	Where tenants' names only
85.... John Perkins (freeholder).	are shown, the Whitney
78... Part of Ellersholme Meadow.	family, lords of the manor
- Johnson Higgs (freeholder).	of Clifton were the owners.
33.... S. Sutton (tenant).	☉ Area shown on larger scale.



them. A comparison of boundaries of these closes with the traces of ridge and furrow revealed by the Air Survey suggests that many of the field hedgerows follow the lines of the old furlong boundaries.<sup>35</sup> It would appear that, while it was easier for the surveyors to divide up the manor by marking out straight lines, the owners or tenants of the new plots found it more convenient to follow old boundaries for the internal fences; thus avoiding the necessity of levelling the banks at the edges of the furlongs.

The fencing of the plots and of the closes into which they were eventually divided created the landscape which still exists, though with the railway, canal and wireless station imposed on it. It was, of course, a mighty undertaking, not to be completed in a few seasons. About 25 miles of fencing were needed on the boundaries of the plots, before the owners or tenants tackled the internal divisions of their farms which would amount to another seventeen miles.<sup>36</sup> There is no suggestion in the descriptions of the plots in the agreement of November, 1654,<sup>37</sup> that any of them were by then divided up. It may even have been that some of the large plots held jointly by two or more tenants in 1654 were intended to be divided between them later. The plot of 75 acres held by Edward Cooper and Thomas Payne, for instance,<sup>38</sup> had been unevenly divided by October, 1657, when Payne had a separate lease for 28 acres.<sup>39</sup> By 1663, however, some of the holdings are described as divided into several closes though 'lately but one close, set out at the late enclosure'. But at the same time, the two 150-acre plots which John Andrews rented<sup>40</sup> seem to have been still undivided.<sup>41</sup> A draft lease of July, 1669 for two plots of 40 and 22 acres<sup>42</sup> lays on the tenant the obligation to plant good quicksetts of hawthorn or crab where this had not already been done, so that there should be a very good hedge within a definite number of years.<sup>43</sup> Thus, some hedges were still being planted twenty years after the enclosed plots were marked out.

<sup>36</sup> Assuming that the fields were fenced approximately as shown in the Tithe Apportionment and that no fencing was needed along the Avon and Clifton Brook.

<sup>37</sup> CR 339/1/4.

<sup>38</sup> No. 21.

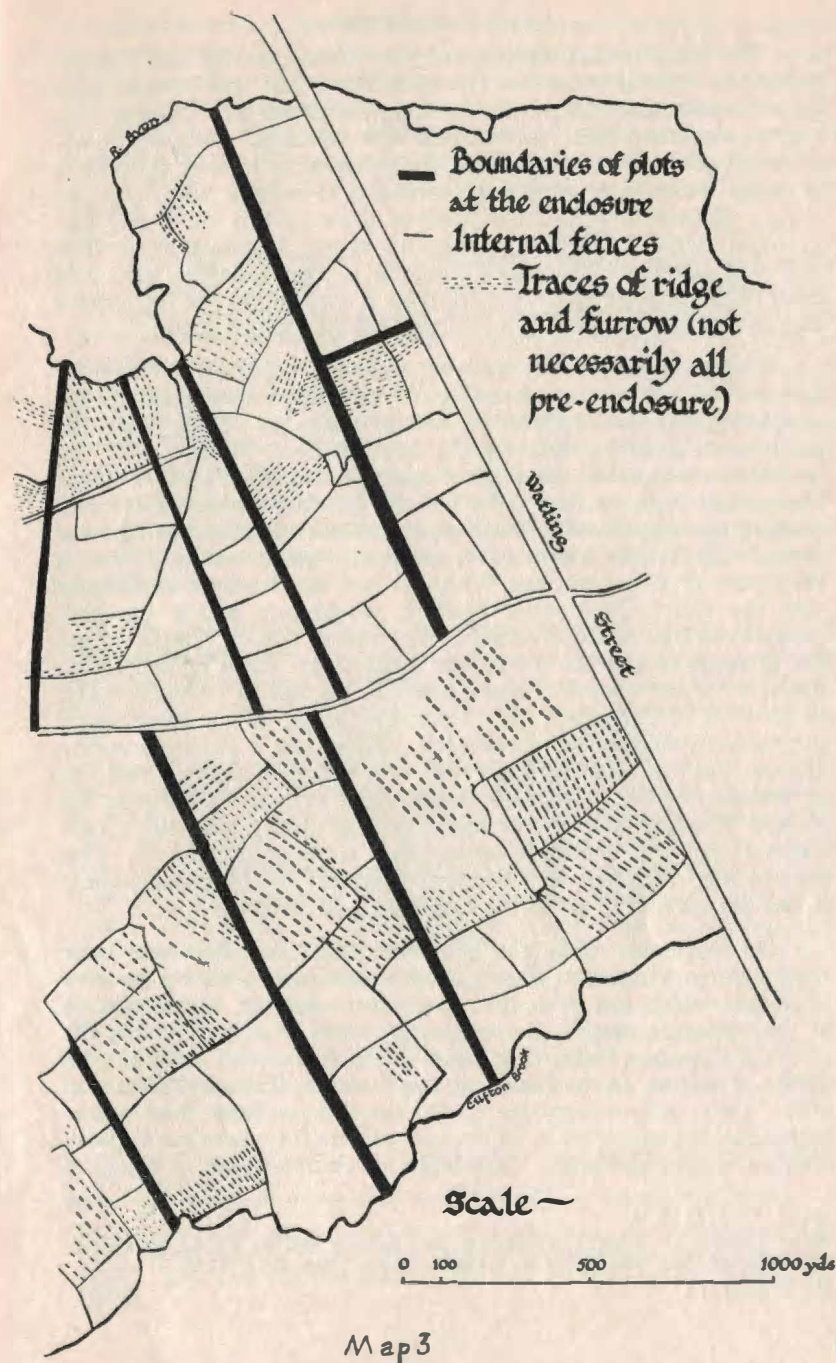
<sup>39</sup> Weston Park MSS. 6/30. Payne's widow had a new lease in 1663, when Cooper had one for his 47 acres. (Ibid.) The division between them is equivalent to  $\frac{1}{2}$  and  $1\frac{1}{2}$  yardlands.

<sup>40</sup> Nos. 56 & 61.

<sup>41</sup> Weston Park MSS. 6/30. John Barford's lease for plot No. 19 shows that plot 61 was occupied by Andrews and John Perkins, but the lease was to Andrews only. Barford's lease refers to No. 61 as 'the Great Plott'.

<sup>42</sup> Nos. 42 & 25.

<sup>43</sup> Weston Park MSS. 6/30; draft lease to Wm. Wright. The number of years allowed for the hedge to grow is left blank.





### Legal Consolidation.

The hedging and ditching of the closes consolidated the enclosure in a physical sense. The freeholders and leaseholders must have felt more confident in undertaking the labour and expense once they had a sound legal title to their new holdings. From February, 1649/50, the Whitney family and the freeholders were in possession of lands which had previously belonged to others, with only the private agreement negotiated between them to rely on if any disgruntled owner decided to change his mind. It seems worthwhile outlining the legal procedure involved in consolidating what had been done, because at Clifton we have a very full set of documents and can follow the whole process through its various stages.

The process was not initiated until 1654, by which time Sir Robert Whitney was dead, and parts of Clifton were held by his daughters and the husband of one of them, as security for the payment of their portions by the heir, Richard Whitney. Of the freeholders who made the original agreement of May, 1648, Thomas Hulme had been succeeded by his son Matthew, Moses Cave had come of age and Edward Boughton had sold his freehold to Thomas Onley.<sup>44</sup> In Trinity Term, 1654, a collusive action was put through the Court of Chancery, the Whitneys and the freeholders alleging that the vicar, Christopher Harvey, would not accept the plot allocated to him at the enclosure. The object was, of course, to get the agreements and the allotments made under them on record, so the story of the enclosure was recited in the Bill of Complaint and in the Writ of Execution. But it was the version of the story which the parties wished to have recorded, rather than a strictly accurate account, for Sir Richard Lucy was now quietly forgotten and the agreement of May, 1648, was said to have been made between Sir Robert Whitney and the freeholders. On June 14th the Court decreed that the enclosure agreements were enforceable.<sup>45</sup> This process was, of course, 'enclosure by Chancery Bill' but to complete it, the parties had to go to the Common Law Courts.

On November 25th, the Whitneys, the freeholders and their relatives, the vicar, and five trustees signed and sealed a massive document which has been the main source for our reconstruction of the enclosure map.<sup>46</sup> It was an agreement to levy a fine in the Court of Common Pleas. The effect of this fine would be to put the whole of Clifton in the hands of two trustees, Timothy Butts and Oliver Cave, and to eliminate all old titles to the land. The agreement specified who were to be the new owners for whom the trustees were to receive the land. They were, of course, those to whom it

had been allotted at the enclosure, or their representatives. A further re-arrangement of the Whitney lands within the family was incorporated, Richard Whitney's share of Clifton going to his mother for life. The freeholders' new holdings were to be conveyed to them by Butts and Cave and another group of three trustees were to hold the Poor's Plot; and also, on behalf of the vicar, the Parsonage Piece of two acres and a little close with a house on it called the Hempyard.

The fine was levied in February, 1654/5. Cave and Butts were now the holders of all the land and houses in Clifton, and at this point the documents dealing with the manor as a whole, and the Whitneys' obligations for legal costs, came to an end.<sup>47</sup> The trustees would next convey the various freeholds to the owners specified in the agreement of November, 1654, by separate deeds. For example, on April 28th, 1655, they leased Hulme's house and land for three months to Johnson Higgs and John Barford, Hulme's uncle, who were probably Hulme's trustees.<sup>48</sup> Probably a release would follow the lease, thus conveying the freehold, with possibly further processes to strengthen Hulme's title. A similar or equivalent routine would have to be followed for the other owners. No wonder lawyers flourished!

The proceedings just described incorporate two processes which are usually regarded as *alternative* ways of legalising an enclosure; the Chancery bill, and the fine in the Court of Common Pleas (transferring the land to trustees) preceded by an agreement to 'lead the uses', i.e. to bind the trustees to hold the lands for the true owners. To quote some other Warwickshire examples; at Southam in 1625 and at Wolston in 1692, the enclosure was by fine and agreement; at Stoke, near Coventry, in 1656 and at Leamington Hastings in 1665 by Chancery bill.<sup>49</sup> It may be, however, that both processes were used, as at Clifton, on more occasions than has hitherto been suspected; the Chancery bills are, of course, notoriously difficult to trace. There seems no reason why proprietors who could agree and trust each other should not have employed the agreement and fine without previous proceedings in Chancery, though they would not then have the agreement on the records of a court, but those who did go to Chancery would appear to need further proceedings to ensure their titles at Common Law. Certainly students should be aware that when they have found the record of one process the other is not automatically ruled out.

<sup>47</sup> CR 339/1/6.

<sup>48</sup> CR 339/1/7.

<sup>49</sup> Southam Parish Records (transcript by the Rev. R. T. Murray). CR 222/1-2 (Wolston). T. A. Blyth, *History of Stoke* (London, 1897), pp. 68-87. CR 43A/193 (Leamington Hastings. The Chancery Bill was in 1670).

<sup>44</sup> CR 339/1/3 & 4.

<sup>45</sup> CR 339/1/3. P.R.O.: Chancery Proceedings before 1714, Bridges I Bundle 18, No. 89; Chancery Decree Book, 1653, B, f. 1274.

<sup>46</sup> CR 339/1/4.



The fine levied to convey the land to the trustees, Cave and Butts, illustrates the danger of basing calculations of the size of estates on these documents. The total figures of land, meadow, pasture, etc. given, often add up to impossible amounts, and Dr. Hoskins has shown that for Wigston Magna in the 1590s a fine of '25 acres of land, five acres of meadow, fourteen of pasture and ten of furze and heath', 54 acres in all, was in fact a transfer of about 25 acres only, and quotes another example to prove that the figures for 'land' approximated to the actual size of the estate.<sup>49a</sup> But this was no longer the case at Clifton in 1654.

The actual property transferred amounted to 1,616½ acres, in enclosed plots and homesteads. There was nothing else within the bounds of the manor, other than the roads and their verges and the churchyard. There were also 22 messuages and sixteen cottages and the mill to be conveyed. But, according to the sealed copy of the agreement to levy the fine, it was to be for 22 messuages, twenty cottages, two water mills, 700 acres of land, 500 of meadow, 1,200 of pasture and 100 of furze and heath,<sup>50</sup> and these were the figures in the fine itself.<sup>51</sup> It is difficult to make any sense out of these figures. Dr. Hoskins's formula of taking only the amount of land mentioned gives us 700 acres instead of our 1,600. If we take all the figures at their face value we get 2,500. Clearly, it is dangerous, by this date, to make any quantitative statements on the basis of fines alone.

The Whitney family must by this time have spent a considerable sum, which they would expect to recover from the increased rents paid by the tenants. The family's own muniments have not been found—only the documents they passed on to their successors—so that we do not know what tenants paid before, but enclosed land was reckoned to be worth from two to more than three times as much as open-field land.<sup>52</sup> The general rent for land which had been in the three common fields was 14s. per acre; representing 13s. 4d. rent, plus the tithe due to the landlord as lay rector (at 1s. in the £1). Two plots along Watling Street paid 17s.<sup>53</sup> and one plot west of the Hillmorton road 18s.,<sup>54</sup> while some of the smaller plots

<sup>49a</sup> W. G. Hoskins, *The Midland Peasant* (1957), pp. 100-101.

<sup>50</sup> CR 339/1/4.

<sup>51</sup> CR 339/1/6.

<sup>52</sup> Cp. *Warwick County Records*, vol. II, p. 167 and *Studies in Leicestershire Agrarian History*, p. 70.

<sup>53</sup> Nos. 18 & 61 on map. Various figures are given for No. 61, the 150-acre plot leased by John Andrews; a rental of part of the manor drawn up between June, 1655, and November, 1659, gives a rent of £127-10s. (HR 83/Misc. Doc. 52). A later rental gives £55 per half year (CR 339/55) but a new lease in February, 1662/3, is for a rent of £120 (Weston Park MSS./6/30).

<sup>54</sup> No. 24 (CR 339/55).

south of the village paid 13s. or 13s. 4d.<sup>55</sup> Steven Sutton, parish clerk in 1662, seems to have paid at a special rate of about 12s. for his ten acres in the two separate closes.<sup>56</sup> As we have already noticed, rents in the old Hall Field area were higher; ranging from 16s. per acre, *excluding* the rector's tithe,<sup>57</sup> to 18s. 6d., including the tithe of hay only.<sup>58</sup> The total annual income to the Whitneys, being the rents of the lands they owned, the farmhouses, ten cottages and the parsonage, small chief rents from the freeholders and tithes, was £954 19s. 2d.<sup>59</sup> They now had a valuable property, but within ten years of settling their title they had sold it.

## CLIFTON AFTER THE ENCLOSURE

### The Sale of the Manor and the Whitney Estate.

The explanation of the Whitneys' action in parting with an estate over which they had taken so much trouble and which was now settled and producing good rent, probably lies in the financial situation of the family. We must go back to the last years of Sir Robert Whitney's life.

As we have seen, the survey and division of Clifton was finished about February, 1649/50. In the following summer, Charles II subscribed to the Covenant and war with Scotland began, ending in September, 1651, with the Battle of Worcester, where Whitney is said to have been present as a Royalist officer, being then nearly 59.<sup>60</sup> The rest of his life was to be a struggle to extricate himself and his estates from the consequences of his loan from William Smith. Smith was dead and his executor, Bartholomew Smith, a suspected recusant, had compounded for his own estate. The Hereford County Committee having found the original bond, the Committee for Compounding was demanding payment of the debt, as part of a papist's estate, and by June, 1652, Whitney was a prisoner in the Fleet. He claimed that his debt had been paid by his surety, Sir Gilbert Cornwall, but seems to have been unable to produce proof. On February 1st, 1653, he managed to get his estate freed from seizure, on giving security to pay the debt to the committee if he could not prove he had already paid. Meanwhile, his brother-in-law, Sir Richard Lucy, was trying to prove his title to the cattle (at Whitney and Clifford) which he held as trustee for his sister, Anne Whitney. On 17th May, 1653, Whitney claimed to have

<sup>55</sup> Nos. 30, 31, 32 (CR 339/55).

<sup>56</sup> Nos. 33 & 37. He paid £3 7s. per half year but his house and homestead were included (CR 339/55).

<sup>57</sup> No. 40 (CR 339/55).

<sup>58</sup> No. 42 (CR 339/55).

<sup>59</sup> CR 339/55.

<sup>60</sup> H. Melville, *The Ancestry of John Whitney* (New York, 1896), pp. 182-184.



proved that Cornwall had paid his debt. The business dragged on, however, and it was not until September 20th that the Committee for Compounding released the cattle.<sup>61</sup> But Sir Robert had been buried at Whitney five days earlier.<sup>62</sup>

The heir, Richard Whitney, must have been in a difficult situation; while Cornwall had paid Sir Robert's debt to Smith, it merely meant that Cornwall was now a creditor, as only part of £800, which he had paid, had been refunded to him.<sup>63</sup> Moreover, Whitney had to find portions of £1,000 each for at least three of his sisters and provide dower for his mother during her life. So, in 1654, by the agreement to levy the fine which transferred the newly enclosed manor to trustees, the lands and houses in Clifton went either to Whitney's sisters as security for their portions, or to their mother, Lady Anne, for her life.<sup>64</sup> At this stage, Richard Whitney would appear to have had no income from Clifton at all, though later he seems to have drawn rent from some of the lands settled on his mother. On the other hand, by 1663, some of the lands were mortgaged.<sup>65</sup>

Probably the Whitneys, like many other families, found that the Restoration did little to ease their situation. If any property was to be sold, Clifton, so far away from Whitney, was the obvious choice. By 1663, Thomas Whitney had succeeded his brother, and along with his mother, his sisters and their husbands, he negotiated the sale of Clifton.

It was another example of an old family in difficulties selling to a new one, which had risen through the Church and the Law. The purchasers were Sir Orlando Bridgeman, baronet, and his eldest son, John Bridgeman of Castle Bromwich. Orlando was, of course, the famous lawyer. His father had been bishop of Chester and his maternal grandfather a canon of Exeter. He was Chief Justice and became Keeper of the Great Seal.<sup>66</sup>

Orlando only purchased the rectory, with the intention of devoting the great tithes to maintain a minister; but at Castle Bromwich not Clifton. He paid £300 for this. John became the ultimate owner of the manorial rights, the advowson of the vicarage and all the Whitney property in Clifton. But not immediately; originally it was intended that he should buy the whole estate, but something of Constance Lucy's caution seems to have passed to her

<sup>61</sup> *P.R.O. Calendar: Committee for Compounding with Delinquents*, pp. 583, 2496-7.

<sup>62</sup> *The Ancestry of John Whitney*, pp. 182-184.

<sup>63</sup> *Cal. Comm. for Comp.*, p. 2497.

<sup>64</sup> CR 339/1/4.

<sup>65</sup> CR 339/55. A fine levied in 1655 may have been part of the conveyance of some Clifton lands back to Richard Whitney, P.R.O. CP 25(1) Bdle. 606.

<sup>66</sup> D.N.B., vol. II, pp. 1226-8.

daughter, for Lady Anne Whitney decided to stick to her dower of one-third of Clifton.

So John Bridgeman paid £7,711 7s. for the rest of the estate and another £300 towards paying off a mortgage held by Sir Richard Lucy. The business was put through the courts in the Easter term, 1663, and in June the reversion of Anne Whitney's life estate was conveyed to trustees, on the understanding that, on her death, Bridgeman would pay £5,900 for her lands. The total purchase price was, therefore, £14,211 7s.<sup>67</sup>

A surprising action on the Whitneys' part was the grant of leases for 21 years to twelve Clifton tenants, just before the sale of the manor. They are dated February 10th, 1662/3, and the fine and recovery to consolidate John Bridgeman's title to Clifton were dealt with in the Easter term, that is in May, 1663. It seems most unlikely that Whitney did not know in February that he was going to sell. These farm leases were not of the kind where a lump sum was paid at the beginning, with a correspondingly low rent later on. So there was no advantage to the Whitneys, and one would expect that a purchaser would be willing to pay more if the terms on which he could let his land for the next 21 years were not already out of his control. The leases covered 626 acres, more than half of what was left of the estate when Lady Anne Whitney's dower had been allowed for. Moreover, one of the tenants had seven years of a previous lease still to run. The leases for land were at or about the old rents, but two tenants, who leased houses and homesteads only, paid an extra 6s. 8d. One can only conclude that the object was to secure the position of old tenants before handing them over to a new landlord; whether this was by generosity of the Whitneys or as a result of pressure from the tenants we cannot say, but they were not left to make the best terms they could with the new owner.<sup>68</sup>

The Whitneys thus relinquished a property which they held since the fourteenth century. It is doubtful whether any of them ever lived there. Some of the Bridgemans did, and the tomb of another Orlando can be seen in Clifton church. They kept the estate until 1790, when they sold it, to several separate purchasers, for £35,360; the manorial rights going to the Townsends.<sup>69</sup>

#### Agriculture in Clifton after the Enclosure.

Two classes of documents provide information about the kind of farming carried on in Clifton after the enclosure: the leases and the wills and inventories of the villagers. The earliest lease that we have is that granted to Thomas Payne on October 1st, 1657, when the plot allotted to Payne and Cooper at the enclosure was divided

<sup>67</sup> Weston Park MSS. 6/30. Nos. 32 & 34.

<sup>68</sup> Weston Park MSS. 6/30.

<sup>69</sup> CR 339/13/40.



between them. It was to run for fourteen years, but as we have seen, in 1663, tenants of the Whitneys, including Payne's widow, had new leases for 21 years. From all these leases it is clear that none of the land was intended to be regarded as permanent arable. The tenants could plough any land which had ever been ploughed before, but they were penalised by a charge of 40 shillings per acre per year for any kept in tillage during the last seven years of their lease.<sup>70</sup> A system of leys was obviously intended. Further, it seems to have been considered that the farm was in good heart when no ploughing had been done for seven years.

It was not only the Whitneys who imposed these conditions. In December, 1665, John Crosley, a London wine cooper, bought Matthew Hulme's freehold house and 37½ acres,<sup>72</sup> and leased them to Richard Radbourne from Church Lawford. The rent was £28 10s.; and a fat turkey or a couple of fat capons, sent to Crosley's London home each New Year's Day. But Radbourne had to pay £3 per acre extra for any land tilled, not just in the last seven, but throughout the whole period of 21 years.<sup>73</sup>

Finally, the Bridgemans. A draft lease was drawn up in July, 1669, for William Wright of Burbage, who was to take over the house and 40 acres in the north of the old Hall Field, formerly held by Thomas Pettifer, and 22 acres in the area still known as The Heath, which John Andrews had farmed since the enclosure.<sup>74</sup> The lease was for fourteen years and the rent for the farmhouse and lands £65; say £1 an acre for the land. Thomas Pettifer had paid 18s. 6d. per acre, including the tithe of hay, for the 40 acres—the highest rent paid to the Whitneys by anyone—but John Andrews had only paid 14s. for the 22 acres. Rents were obviously rising. Wright was free to plough the 22-acre close for the first seven years without penalty, but he was to pay £3 per acre after that, and the same amount if he ploughed the old Hall Field land at any time.

Wright's lease, the first found of the Bridgeman era, was a much more elaborate and strict document than those drawn up earlier. It is worth summarising, as no doubt it exemplified the accepted ideas of good estate management. The Whitneys were content to impose the conditions controlling tillage and lay on the tenant the duty of maintaining the hedges, including replanting. Wright's duties as a tenant were much more onerous: he was to plant the orchard with apple and pear trees 'of the best sort', look after them and replace them if they died. Where hedges had not yet been planted, he was to plant hawthorn or crab, so as to have a good hedge at the end of a specified time. To increase the supply

<sup>70</sup> Weston Park MSS. 6/30.

<sup>72</sup> No. 67 on map 2; No. 66 on plan of village (map 4).

<sup>73</sup> Weston Park MSS. 6/30.

<sup>74</sup> Nos. 42 & 25 on map 2. House No. 10 on village plan (map 4).

of good timber, he was to plant oaks, ashes, elms and holly trees of at least six inches circumference at a point four feet from their roots. All the hay, straw and fodder produced on the farm must be fed to Wright's beasts and their dung spread on the land.

On the 22 acres in the Heath, Wright should not raise more than three crops between manurings. (The traditional fallowing, which the lease shows still went on, was not considered enough; after three crops, dung had to be carted on to the land). The tenant must not make barren any part of the farm by over-tilling. He must cut and pleach the hedges only at the proper season, and he must scour the ditches and lay the soil scraped out to the roots of the hedges. He must gutter, trench and drain and also 'float and turn the water over . . . such parts as may be floated or watered' (i.e., irrigate his meadows on the bank of the Avon). All his ashes, stoolings and so on, were to be put on the 'moorish' land to improve it.<sup>75</sup>

The theme in all these leases is the restriction of tillage. If even a strict landlord could only insist on one manuring for every three crops, we can understand the nervousness over ploughing. There was a chronic shortage of dung for the arable in the pre-turnip centuries.

Quite clearly the tenant farmers did not often incur the penalties for ploughing to any appreciable extent. To plough even five acres would have meant a penalty of £10 or £15 and none of the probate inventories studied shows a crop of corn, either standing or in the barn, worth enough to have merited this outlay. The vicar, Christopher Harvey, who was also a tenant farmer, had a standing crop of rye and oats worth £10, when he died in April, 1663, and Thomas Hewitt had corn *and* hay worth £20 together in November, 1666. But he had seven acres of irrigable meadow in Thackham and perhaps other meadows, so the value of the corn may not have been high. (In any case he had freehold land). More usually, the crops are valued at a mere two or three pounds. Even John Andrews, who paid rent for 322 acres (though he probably sub-let some of it) and had farm stock valued at £199 10s. when he died in July, 1669, had only £2 worth of oats in his hovel and a standing crop of oats worth £3 10s. Oats, barley and rye are mentioned when the appraisers take the trouble to distinguish the kinds of corn, but no reference to wheat has been found. Rye appears as a standing crop in two inventories in April, 1663.<sup>76</sup> Dr. Hoskins says that rye had almost disappeared from Leicestershire by this time and that when it was grown it was as spring pasture for sheep.<sup>77</sup> One inventory says 'rye and oats'; whether sown as two separate patches or as one mixed crop it is impossible to tell.

<sup>75</sup> Weston Park MSS. 6/30.

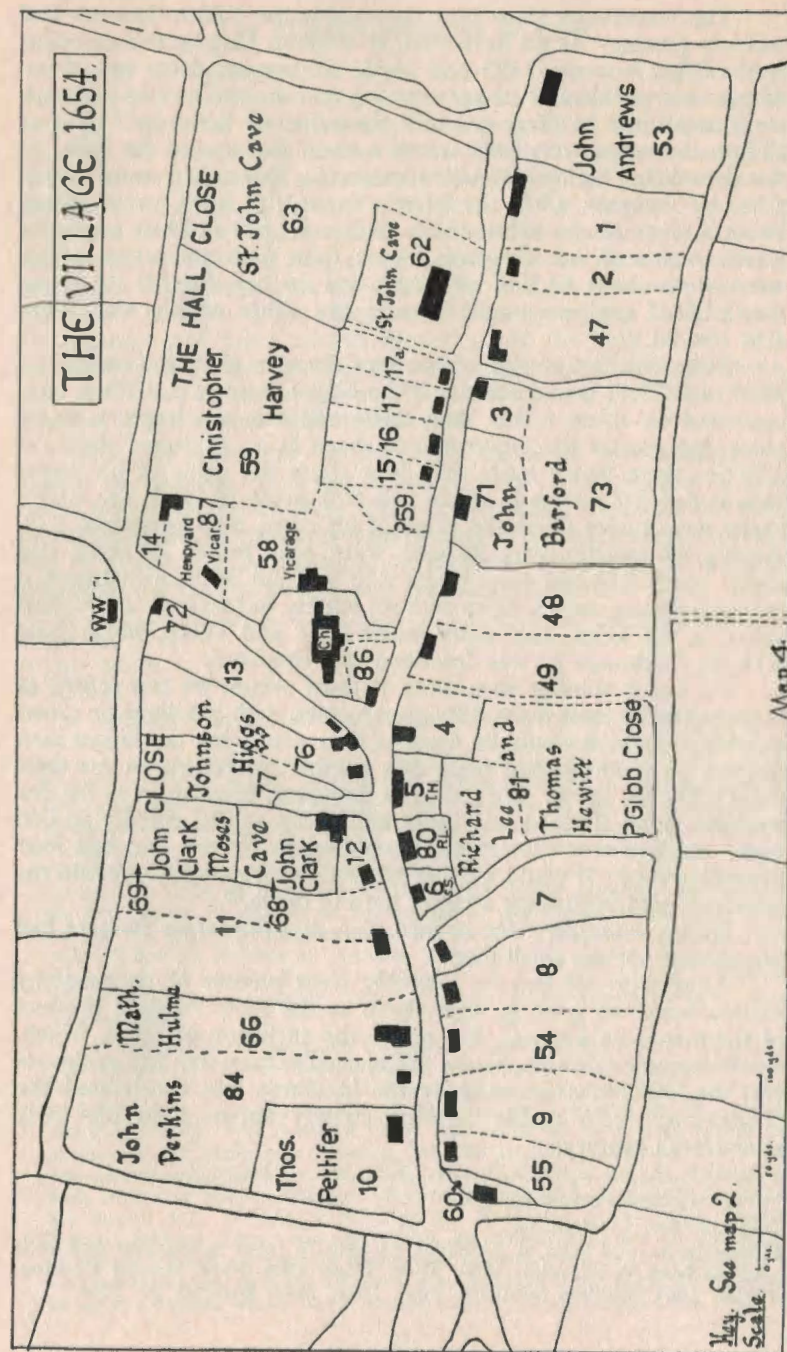
<sup>76</sup> Probate Inventories at Lichfield: John Andrews, pr. 1669; Christopher Harvey, pr. 1663; Thomas Hewitt, pr. Jan., 1666/7; Steven Sutton, pr. 1663.

<sup>77</sup> *The Midland Peasant*, p. 235.



Number  
on Plan

on Plan	Occupiers	Owners
1.	Henry Medes	The Whitney family (lords of the manor)
2.	Laurence Higgs	" " "
3.	Mary Perkins	" " "
4.	Anne Cooper	" " "
5.	Thomas Hewitt	" " "
6.	Steven Sutton	" " "
7.	Peter Hales	" " "
8.	James Ruffett	" " "
9.	George Hultom	" " "
10.	Thomas Pettifer	" " "
11. (divided)	{ Millicent Hultom	" " "
	{ Richard Higgs	" " "
12.	Edward Barford	" " "
13.	Richard Ballard	" " "
14.	Edward Bennett	" " "
15.	Matthew Newton	" " "
16.	William Southam	" " "
17.	William Shuttlewood	" " "
17a.	William Palmer	" " "
47.	William Facer	" " "
48.	Thomas Payne	" " "
49.	Thomas Sedgley	" " "
53.	John Andrews	" " "
54.	Richard Ward	" " "
55.	John Cooper	" " "
58.	{ Christopher Harvey	" " "
59.	{ (Vicar of Clifton)	" " "
60.	John Watson	" " "
62.	St. John Cave	St. John Cave
63.	" " "	" " "
66.	Matthew Hulme	Matthew Hulme
68.	John Clark	Moses Cave
69.	" " "	" " "
71.	John Barford	John Barford
72.	Thomas Tew	" "
73.	John Barford	" "
76.	{ Johnson Higgs	Johnson Higgs
	{ Nicholas Hewitt	
	{ George College	
77.	Johnson Higgs	" "
80.	Richard Lea	Richard Lea
84.	John Perkins	John Perkins
86.	Edward Paine	{ The Vicar
87.	William Higgs	{ (Christopher Harvey)
	Christopher Harvey	
W.W.	William Woolf	? ?





The inventories show how thoroughly the Clifton farmers had taken to grazing. As we have seen, at Wigston Magna, still an open-field village, between 1625 and 1642, the average farm was about 80 per cent. arable and 20 per cent. ley and the value of its livestock from two-thirds to three-quarters the value of the crop.<sup>78</sup> But at Clifton the crops were only worth a small fraction of the value of the livestock. Thomas Hewitt's crops, in November, were worth £20, his animals £97; the vicar's crops, in April, were worth about a sixth of the value of his livestock. But in most cases the relative value of the crops was lower: John Andrews' crops in July were worth about £13, of which £8 was for hay, but his stock was worth £147 and we ought to add the value of his wool clip, £38 15s. 0d.<sup>79</sup>

From the inventories of the two decades after the enclosure, 1650 to 1670, it would seem that the bigger farmers in Clifton concentrated on sheep rather than cattle and that the larger a man's stock, the greater the proportion of sheep in it. Andrews' sheep, at £99 5s., were worth more than four times the value of his cows; Hewitt had £60 worth of sheep and £20 worth of cows; the vicar's sheep were under twice the value of his cows, £40 as against £22. Among the smaller men, Richard Ward, who rented 29 acres, had sheep worth £10 and cows worth £10 8s.; and William Southam, a cottager sharing twenty acres with six others, and with an unspecified share in 48 acres, had cows worth £12 and sheep worth only £10 10s., although he was described as a shepherd.

To put it another way, most of those whom we can regard as farmers had at least three fully-grown cows, with yearlings or calves in addition, which would be worth £10 or more, but the bigger men did not go much beyond twice that number, preferring to use their extra acres for sheep. We must not, however, press this too far, for by 1684, John Barford had cattle and sheep valued equally at £60 each. Barford was the largest freeholder in Clifton and had four grown-up sons. It could be that he could more readily provide the labour needed to manage a larger herd of cattle.<sup>80</sup>

Most people kept one or two pigs, and the larger farmers had horses, but not the small men.

Altogether, we have a tolerably clear picture of an economy mainly based on grazing, with sheep as the most valuable product of the manor as a whole, but not to the exclusion of cattle, which, however, were more important to the smaller farmers. The enclosure and the conditions imposed by the landlords had accelerated the change-over from arable farming already apparent in the early seventeenth century.

<sup>78</sup> *The Midland Peasant*, p. 236.

<sup>79</sup> Inventories, as note 76.

<sup>80</sup> Inventories and wills at Lichfield, as note 76, plus inventories and wills of Richard Ward, adm. 1660; Thos. Paine, adm. 1660; Samuel Houlton, adm. 1661; William Southam, adm. 1662; John Barford, pr. 1684.

## The Village Community in 1654.

From the agreement to levy a fine drawn up in 1654,<sup>81</sup> it has been possible to make an attempt at a plan of the village, using the map in the tithe apportionment<sup>82</sup> as a guide. The boundaries between the homesteads cannot be fixed with the same certainty as those between the plots in the newly enclosed fields; but the relative positions and sizes of the crofts in which the houses stood can be ascertained. The village consisted of a main street on which most of the houses stood, with long crofts running to the back lanes which separated the village from its fields. As will be seen, most of the north-east quarter of the village was taken up by the church, with the vicarage and other church property, and the 'big house' with its home close.<sup>83</sup> As the Whitneys did not live in Clifton, however, this was not the manor house, but the home of St. John Cave, esquire, of whom more will be said later.

From the agreement we can count and locate approximately 40 houses or cottages. Was this all there were in the village? There could have been up to seven other 'households': widows, old men or others, living in rooms in other houses or in tiny cottages on odd bits of ground. It is important to keep this possibility in mind as it is often the poorest people who go unrecorded.<sup>84</sup>

<sup>81</sup> CR 339/1/4.

<sup>82</sup> DR 569/71.

<sup>83</sup> Map 4.

<sup>84</sup> The agreement covers the possessions of all the people who held freehold land or rights of common before the enclosure, and it mentions each house they owned, giving the size of the homestead and all its boundaries. One house, occupied by William Woolf, is not included in the agreement but is mentioned as a boundary. It would seem that a house could only escape mention if its owner had absolutely no land or rights of common before the enclosure and that, in addition, it was situated on an 'island' surrounded by roads or lanes so that there was no need to refer to it as a boundary. Sometimes cottages were erected on odd pieces of ground by the parish to provide habitations for poor people. In 1656, for instance, the overseers of the poor at Clifton were ordered by the justices to provide a dwelling for Sarah Adderley (or Hetherley). (*Warwick County Records*, vol. III, pp. 343-344.) William Woolf's could have been such a house, as he seems to have been impoverished.

If we add Sarah Adderley's house we can account for 41 dwellings. The Hearth Tax Assessment enrolled in 1667 lists 50, including William Woolf's, now fallen down. But two dwellings are specifically exempted as being parts of other houses already assessed, leaving us 48, one of which is empty. But it seems likely that some of these were rooms in, or divided off, from other houses. All the sizeable houses in the hearth tax can be accounted for in 1654, the extra seven are all habitations with only one hearth, usually occupied by people too poor to be liable for hearth tax. (P.R.O. E.179/259/10. Photostat at Warwick County Record Office.) There was, of course, an incentive to get an old man's or widow's room counted as a separate tenement when its occupant was not liable for tax. It does not seem possible that there could be as many as seven cottages which could escape mention in the agreement of 1654.



If we regard the village community as a social pyramid, we do not have to look very high to see the top. The lord of the manor lived elsewhere, and no one came to Clifton to seek a justice of the peace, but St. John Cave, who lived where the manor was to be in later years, was a younger son of the important family at Stanford Hall, Leicestershire. He was not quite the largest freeholder, after the lords of the manor, but in 1654 his function in the community was purely that of a landlord. He let the 100-acre plot allotted to him at the enclosure and kept only the close in the village for his own use. In 1654 he was the only Clifton resident to own land and not farm it himself. But when he died in 1672, he had sheep and cattle on his land worth £80. In 1670, when he made his will, he had other land in South Kilworth, Leicestershire, but his estate was charged with a debt of £500 to be paid within six months of his death. He was generally styled 'esquire' and used an armorial seal. His house, with eight hearths, in its close of three acres, and his £50 worth of household stuff imply a style of living in keeping with his social status, but any employees must have lived in, or rented houses from others, as he owned no cottages in Clifton. His contribution to the Free Gift to Charles II, in 1661, emphasised the difference in status between Cave and his neighbours. He gave £5, perhaps the lowest subscription compatible with the dignity of an esquire. John Barford, whose freehold holding was slightly bigger than Cave's, gave £1. No one else in Clifton gave more than 5s.

Cave's brother, Oliver, was one of the two trustees appointed by the agreement of 1654.<sup>85</sup>

But it was Christopher Harvey, M.A., vicar of Clifton, whose minor poetry and theology, along with his friendship with Isaac Walton, led to his being remembered by a modest entry in the Dictionary of National Biography;<sup>86</sup> he was more recently, the subject of a thesis by an American researcher.<sup>87</sup> Harvey came to Clifton from Whitney-on-Wye in 1639 and remained until his death in 1663. He appears to have been absent for about eight months during the Civil War, from December, 1642, to July, 1643.<sup>88</sup> (Was the musket in his kitchen a relic of those days?) He acted as defendant in the

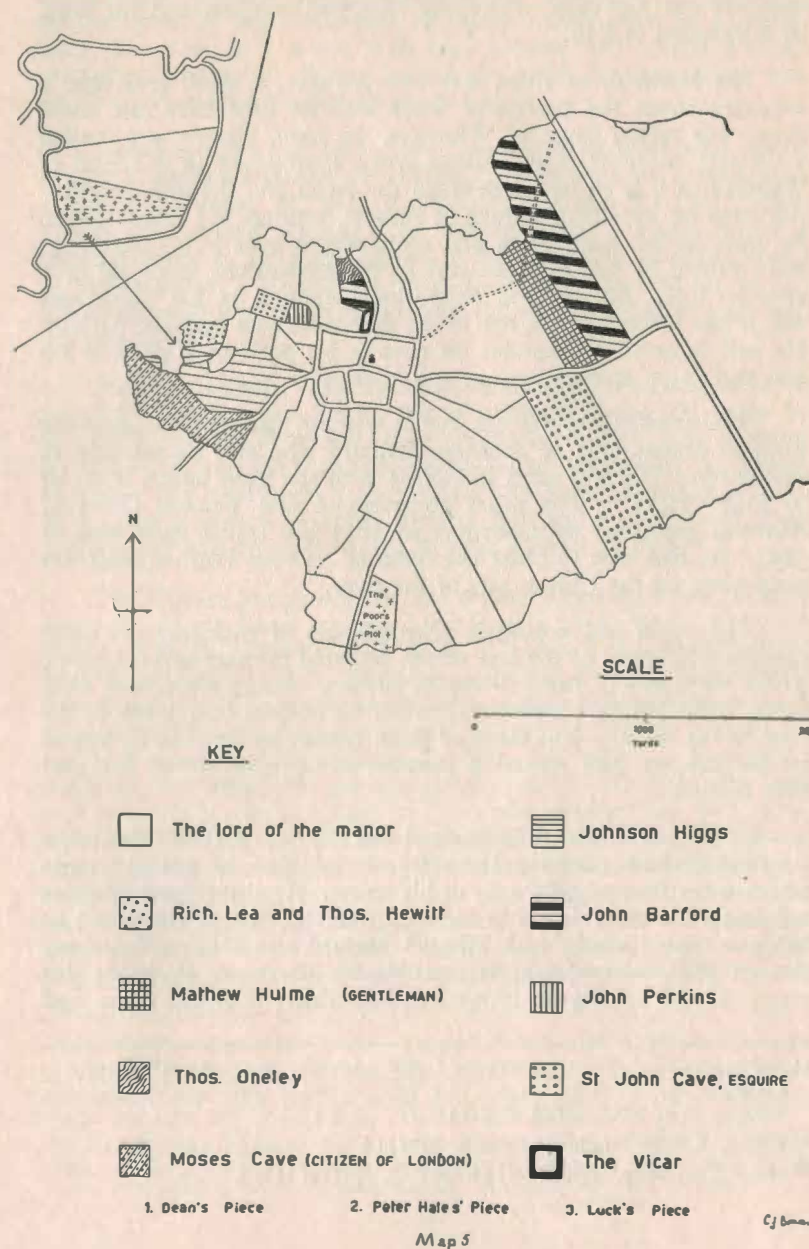
<sup>85</sup> J. Nichols, *History and Antiquities of the County of Leicester*, vol. VI, pt. i (London, 1810), p. 372. CR 339/1/4. Will and inventory at Lichfield, pr. 27 Mar., 1672. QS 11/a.1. Hearth Tax, 1662: P.R.O. E.179.259/7. See. P. Styles, 'The Social Structure of Kineton Hundred in the Reign of Charles II', in *Essays in Honour of Philip B. Chatwin* (Oxford, 1962) for analysis of the subscriptions to the Free Gift and the hearth tax assessments.

<sup>86</sup> *D.N.B.*, vol. IX, pp. 78-79, q.v. for details of his career and writings.

<sup>87</sup> M. C. Culotta of the University of California at Los Angeles: to be published.

<sup>88</sup> Parish Register (at Warwick). There is a break in the entries and no marriages were celebrated during this period. The parish clerk kept a record of baptisms and burials in a separate book and they were copied into the register many years later.

## CLIFTON: Freeholds





Chancery proceedings for ratifying the enclosure, and he witnessed the signing of leases granted by the Whitneys. Administrators of deceased villagers' estates sometimes took their oaths before him. In addition to his own tithes, he collected the lay rector's from those who did not pay them with their rent, and compounded for them by a payment of £10.

His freehold, as vicar, was two cottages, a small croft and a two-acre close; the parsonage itself with its tithe barn and three acres, was rented from the Whitneys. In 1654, Harvey was renting a six-acre meadow, Mill Holme—very appropriate to a friend of Walton's as it is an island between the Avon and the mill stream—but later he became a farmer in earnest, renting 37½ acres. When he died, he left farm stock and crops worth over £78. His books were valued at £20 and the rest of his possessions made up only another £24. But he was comfortable enough in his parsonage, which had seven hearths; one in the main bedroom over the parlour. He had carpets and curtains on rods in his parlour, a clock in his hall and chairs in both parlour and kitchen.<sup>89</sup>

Two freeholders did not live in Clifton; Moses Cave, a young London draper, was an absentee landlord who also owned land in Hillmorton. His 56½ acres in Clifton with the farm house, were let to John Clarke.<sup>90</sup> The other non-resident was Thomas Onley of Newton, described as a yeoman in 1654 but styled gentleman in 1661. He had only to cross the Avon at Newton Ford to reach his eight acres on the Clifton side of the river.<sup>91</sup>

The social and economic consequences of enclosure are often discussed in terms of the fate of the freehold farmers and cottagers. There were five of them, living in Clifton, owning altogether 209½ acres, besides their homesteads; rather more than one-eighth of the land in the manor. But three of them cannot be considered just as freeholders, as they rented a considerable proportion of the land they farmed.

Of the other two, John Barford was the largest freeholder other than the Whitneys, having 112 acres. In addition, he rented a close of ten acres conveniently near to his house. He also rented 48 acres adjoining his main freehold land, but this is always described as being occupied jointly with Edward Barford and William Southam, though John Barford was responsible for the rent. Probably this was a way of helping his brother and Southam, who had some kind

<sup>89</sup> CR 339/1/3 and 4 and 339/55. HR 83/Misc. Doc. 52; Inventory at Lichfield, pr. 22 July, 1663, and other Clifton wills and inventories. Weston Park MSS. 6/30. QS 11/a.1.

<sup>90</sup> P.R.O. CP 25(2)/606/pt. i. CR 339/1/4.

<sup>91</sup> No. 65 on Map. CR 339/1/4. P.R.O. E.179/259/7.

of link with the Barfords. Socially, Barford was in the stratum where the more substantial yeomen shade into the gentlemen. He was described as a yeoman in the enclosure documents but styled 'gentleman' when he subscribed £1 to the Free Gift, and he served for two years as high constable, an office usually filled by a gentleman. He lived in a house with four hearths and owned a small cottage which he let. When he died in 1684, his farm stock was worth £155 and his household goods £21.<sup>92</sup>

Johnson Higgs was the 'classic' yeoman freeholder who owned exactly a yardland before the enclosure; for which he received the standard 37½ acres. He farmed it himself and was the only Clifton farmer who rented nothing from anyone else. Usually called a yeoman, when he promised his 5s. to the Free Gift he was entered as 'husbandman'. He was not the social equal of Barford but he had his house with four hearths and was the only freeholder with two cottages to let.<sup>93</sup>

Matthew Hulme, who succeeded his father, Thomas, in 1653, was also a one-yardland man, but in addition to his 37½ acres he rented 32 from the Whitneys. Like his brother-in-law, John Barford, he was socially on the fringes of the yeomanry and gentry, according to the varying styles used in documents. An earlier Matthew Hulme, M.A., was a parson in 1608. Hulme also had a house with four hearths. He was Overseer of the Poor in Clifton in 1656.<sup>94</sup>

The Clifton parish register has a note inside its cover, written in quaint square block capitals, 'RICHARD LEA AND THOMAS HUIT CHURCHWORDONS THE YEARE 1634 WITH OUR ANDS WEE DID PUT IN 2 LEAVES IN TO THIS BOOKE.' The entries for the year are in the same script. Lea and Hewitt were neighbours. Hewitt was probably Lea's son-in-law or brother-in-law and seems to have become his heir. In 1648 Lea had half a yardland, for which he was allotted 18½ acres. By 1654, the land was apparently owned jointly by Lea and Hewitt, but later, Lea, who died in 1657, seems to have retired, leaving Hewitt in possession. But the freehold was only a minor portion of Hewitt's farm, as he rented another 53½ acres from the Whitneys. We have now gone below the four-hearth-house level; Lea's freehold house had two, as did the house Hewitt rented. Both houses seem to have been in Hewitt's possession when he died; his farm stock was worth

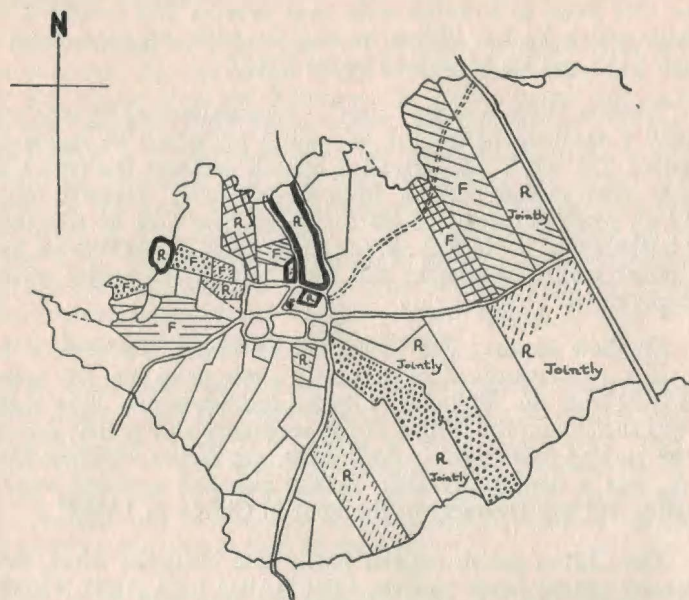
<sup>92</sup> CR 339/1/4 and 339/55. QS 11/a.1. P.R.O. E.179/259/7. *Warwick County Records*, vol. IV, pp. 109, 112. Inventory at Lichfield, pr. July 2, 1684.

<sup>93</sup> CR 515; CR 339/1/4. P.R.O. E.179/259/7. QS 11/a.1.

<sup>94</sup> Clifton Parish Register, 1654, 1653. Thomas Hulme's will at Lichfield, pr. 18 Oct., 1661. CR 339/1/4 & 339/55. Weston Park MSS. 6/30; No. 385. QS 11/a.1. *Warwick County Records*, vol. III, p. 364.



## CLIFTON - FREEHOLDERS' FARMS



### KEY



Christopher Harvey - Vicar



Richard Lee and Thomas Hewitt



John Barford



Mathew Hulme

R

Rented



John Perkins

F

Freehold



Johnson Higgs

Scale



MSE  
MAW

Map 6

£120 and his household goods £54, a high figure for a Clifton farmer; the most valuable item being linen worth £8, including twenty pairs of sheets. Both Lea and Hewitt were normally called yeomen but the latter was entered as husbandmen when he subscribed 2s. 6d. to the Free Gift.<sup>95</sup>

When the enclosure agreement was drawn up in 1648 there was only one freeholding cottager: John Perkins with his cottage, rights of common and 2½ acres or less, which at least three generations of his family had owned. In 1636 he was living in the cottage with his widowed mother, and proposed to marry Susan Gilbert of Stretton. A formal marriage settlement was drawn up between the Perkinses and Susan's father, Randall Gilbert, husbandman. John was to have £60 with his wife, half of which was to be put out at interest. If John died, this £30 would be held in trust for Susan and her children and John's executors were to repay the other £30 to her father, to be dealt with in the same way. John and his wife took possession of the cottage and its contents, except for his mother's bed and chest. She was to occupy 'the nether chamber opening into the hall'. John was to provide her with food, fuel, candles and 'apparel fit for her degree and calling' and to pay her 10s. a year. Obviously, to both families, £60 was an important capital sum, but the Perkinses were not just labourers: Anne handed over to her son unspecified leasehold land and by 1648 he was presumably leasing one and a half yardlands, as he was allocated a plot of 56½ acres. He also rented a separate close of six acres from the Whitneys. In addition, he shared, as partner or sub-tenant of John Andrews, some part of a 150-acre plot. His rent, to the Whitneys alone, was over £43. Our only cottager freeholder turns out in fact to be a substantial tenant farmer. He was styled yeoman or husbandman, had two hearths and paid two shillings to the Free Gift. When he died in 1684 he had 152 sheep, some of which were pastured in Rugby and his estate was valued at £237.<sup>96</sup>

It will be clear from the account we have given that there was not in Clifton a group of small freehold farmers about to be destroyed by economic change. All the small freeholders, except Higgs, were renting land to bring their holdings up to about 70 acres. Like their neighbours who had no freeholds, they were under the necessity of finding considerable sums of ready money twice a year. They had not, however, been driven into this situation by the reorganisation of the manor, but had probably been renting land

<sup>95</sup> Clifton Parish Register, 1634, 1636. CR 339/1/4, 339/55 & 515. Inventory at Lichfield, pr. 18 Jan., 1666/7. QS 11/a.1. Weston Park MSS. 6/30. P.R.O. E.179. 259/7.

<sup>96</sup> CR/D21/18. CR 339/1/4. QS 11/a.1. Weston Park MSS. 6/30. P.R.O. E.179/259/7. Inventory of John Perkins at Lichfield, pr. 1685.



before the enclosure. While they were partaking in the same system as the purely tenant farmers, however, their freeholds gave them considerable advantages. Their overheads were smaller, enabling them to cope better with falls in prices. If they had to give up their leases in hard times, they would retain a house and, in most cases, enough land to provide some sort of living. Actually, when in difficulties, they were more likely to mortgage their freehold and attempt to keep the farm together, and while this could be the beginning of the slide to insolvency, they were, at any rate, that much further from failure than their neighbours who owned nothing but their stock.

The Agreement of November, 1654 reveals the 'literacy'—or, at any rate, the ability to sign their names—of the Clifton freeholders. All the owners of land, with their wives, along with some of their relatives and their wives, were parties to the agreement. The men, from St. John Cave to John Perkins, all signed, except Nicholas Hewitt, a relative of Thomas, though Richard Lea's square letters suggest that he was the writer of the note in the parish register<sup>97</sup> and did not rise to a cursive script. But most of the women made their marks. The exceptions were the wives of St. John Cave and Moses Cave and Mary Onley, mother of Thomas,<sup>98</sup> whose husband, Robert Onley, of Newbold-on-Avon, was a yeoman of sufficient standing to be considered for high constable.<sup>99</sup>

Farms were not, of course, always confined to a single manor, parish, or county, nor even to the property of a single landlord. This should be kept in mind when considering the tenants' holdings; for while we know, for instance, that Thomas Robbins, who held 37½ acres, lived in Brownsover;<sup>1</sup> or that Richard Higgs went to live at Lilbourne, across the Watling Street in Northamptonshire,<sup>2</sup> we do not know whether any Clifton tenants or freeholders besides St. John Cave and Perkins had lands in neighbouring places. What follows is subject to this uncertainty and ignores the holdings of non-residents.

The holdings of the tenants fall roughly into groups according to size, as follows:—<sup>3</sup>

Size	No. of holdings	Total acres	Approximate fraction of farmland of manor
140 acres and over	2	462	¼
		(some sub-let)	
About 90 ares	2	181½	1/9
43 to 57 acres	4	207	1/8
About 30 acres	4	119	1/13
19 acres	1	19	
Uncertain, owing to sub-tenancies, etc. Likely to be between 16 and 24 acres	3		1/13
4 to 12 acres	4	33	
1/7 share of 20 acres (cottagers)	5 <sup>4</sup>	15	

The gap between the second and third groups, i.e., between 90 acres and under 60, will be obvious. From such evidence as we have, it would appear that the tenants with 90 acres and upwards were probably full-time farmers. We have not, unfortunately, much information about the occupations of the villagers, other than agriculture, but amongst the four renting between 43 and 57 acres were the miller, James Ruffet,<sup>5</sup> and George Hultom,<sup>6</sup> husbandman and mercer. Edward Cooper is also in this group. In 1654 he apparently lived with his mother in a cottage but either he or his son was an innkeeper in 1672.<sup>7</sup>

Among the smaller tenants, John Cooper, with twelve acres, was a baker<sup>8</sup> and Steven Sutton, with ten, was a weaver and parish clerk;<sup>9</sup> William Palmer, who shared in the cottagers' twenty acres with six others, may have been the blacksmith, as his house had a forge in his successor's time;<sup>10</sup> and Thomas Tew, who had a cottage and no land, was followed by another Thomas who was a carpenter.<sup>11</sup>

<sup>4</sup> One of these was the mother of a tenant of 54½ acres, who lived in the cottage with her.

<sup>5</sup> CR 339/1/4.

<sup>6</sup> Weston Park MSS. 6/30: Richard Higgs' and John Cooper's leases. P.R.O. E.179. 259/7.

<sup>7</sup> *Warwick County Records*, vol. VI, p. 193.

<sup>8</sup> Weston Park MSS. 6/30.

<sup>9</sup> Inscription on Clifton parish chest, given below. Will and inventory at Lichfield, pr. 1663.

<sup>10</sup> CR 339/55. QS 11/a.1.

<sup>11</sup> Wills and Inventory at Lichfield: Thomas Tew, pr. Mar. 14, 1680/1, and Thomas Tew, pr. Mar. 26, 1686.



The parish chest in Clifton church has an inscription: JOHN ANDROS AND HENRY MEDES, CHURCHWARDENS, 1662, STEVEN SUTTON, CLARK: John Andrews rented more than twice as much land in Clifton as anyone else. He had two plots of 150 acres each and another close of 22 acres. It is not clear how much of this he farmed himself, as he had two partners or sub-tenants on one of the large plots. Andrews was responsible for all the rent amounting to over £230 a year.<sup>12</sup> As we have seen, he concentrated mainly on sheep. The value of his estate at his death was £217, a high figure for Clifton, and was mostly for farm stock, his household goods being valued at just under £20.<sup>13</sup> Although the Andrews family had been in Clifton for at least a century, such information as we have suggests that he was a man making his way, who probably needed to put any money he made into stock: he could not sign his name, lived in a house with only two hearths, was called husbandman or yeoman, and contributed only 2s. 6d. to the Free Gift.<sup>14</sup>

The Hearth Tax Assessments and the subscription list for the Free Gift indicate differences between most of the freeholders and tenants who might well be farming much more land. All the freeholders owning 37½ acres and upwards lived in their own houses with four or more hearths. None of the tenant farmers had more than three hearths in their rented dwellings, even when they farmed 90 acres, and most of them had only two. Similarly, while Johnson Higgs with his 37½-acre freehold contributed 5s., only one tenant, a gentleman, gave more than 2s. 6d.<sup>15</sup>

This was Thomas Pettifer who made up 140 acres in Clifton by renting St. John Cave's 100-acre plot and 40 acres from the Whitneys. He probably had other land outside the manor, as by 1661 he was living in Brownsover, letting the house in Clifton stand empty. By contrast to Andrews, he was always described as 'gentleman', was high constable of the hundred and contributed 10s. to the Free Gift.<sup>16</sup>

When we come to the 90-acre men, we have another farmer, John Clarke, who rented from two landlords. He rented all the Clifton property, a house (with three hearths) and 56 acres, belonging to the London draper, Moses Cave, and 34 acres from the Whitneys.<sup>17</sup> Cave owned some land, probably not more than fourteen acres, in Hillmorton, and Clarke may have rented this as well.<sup>18</sup>

We have not many details about the next group of tenants, the men with from 43 to 57 acres, beyond those given above. The miller, James Ruffet, did not live at the mill but in a house in the village which went with a 37½-acre holding. After his death his sons kept this holding, but not the mill and the six acres of meadow which went with it.<sup>19</sup> We have the will of Thomas Sedgeley, dated in 1638, which shows that the possibility of his eldest son being apprenticed was in his mind. The son, another Thomas, had 57½ acres in 1654<sup>20</sup> and is the only one in this group for whom no indication of another occupation can be found, but this does not prove he was not apprenticed. All these had two hearths in their house, except Ruffet, who had only one.<sup>21</sup>

Among the 30-acre men was Andrews' fellow churchwarden and neighbour, Henry Medes. His cottage was probably one of those which had common rights before the enclosure, as he was one of the seven renting jointly the plot of twenty acres. Only two of these seven had any other land, but Medes held 30 acres jointly with William Chamberlain, who apparently was not a householder in Clifton.<sup>22</sup> Thomas Payne, who held 28 acres, is sometimes styled 'shepherd'.<sup>23</sup> Richard Ward, who had 29 and died in 1655, left farm stock valued at £44 and seems to have been the only man in this group to have a house with two hearths. None of this group gave anything to the Free Gift, but John Foleshill, who married Ward's widow, and took over the holding, gave 2s.<sup>24</sup>

Below this group, no one had more than one hearth or made any contribution to the Free Gift. Most of the cottages had homesteads of a quarter of an acre instead of the acre or more of the farm houses.<sup>25</sup> Edward Paine rented his cottage from the vicar and nineteen acres from the Whitneys. There are the sub-tenants, or possibly minor partners of John Barford and John Andrews. One of them, William Southam, whose inventory has been mentioned above, is an example of how these smaller men put together some sort of 'farm'. He was one of the seven who shared the cottagers' twenty acres and occupied some part of a 48-acre plot, for which Barford paid the rent to the Whitneys.<sup>26</sup> His farm stock was worth £24 and the rest of his possessions £10.<sup>28</sup> Richard Higgs is another example; he had part of a divided messuage and homestead plus a

<sup>19</sup> CR 339/55.

<sup>20</sup> Will PCC, 49 Lee: Thos. Sedgeley, pr. 14 Apr., 1638. CR 339/1/4.

<sup>21</sup> QS 11/a.1.

<sup>22</sup> CR 339/1/4.

<sup>23</sup> Weston Park MSS. 6/30.

<sup>24</sup> Inventory at Lichfield: Adm. 14 Sept., 1660. CR 339/55. P.R.O. E.179. 259/7.

<sup>25</sup> CR 339/1/4.

<sup>26</sup> CR 339/1/4; CR 339/55. Weston Park MSS. 6/30.

<sup>28</sup> Inventory at Lichfield: Adm. 25 Apr., 1662.

<sup>12</sup> CR 339/1/4; CR 339/55. Weston Park MSS. 6/30.

<sup>13</sup> Inventory at Lichfield, Adm. Aug. 19, 1669.

<sup>14</sup> Manuscript Index of Wills at Lichfield. Weston Park MSS. 6/30.

QS 11/a.1. P.R.O. E.179/259/7.

<sup>15</sup> QS 11/a.1. P.R.O. E.179. 259/7.

<sup>16</sup> CR 339/1/4. QS 11/a.1. P.R.O. E.179. 259/7.

<sup>17</sup> CR 339/1/4. QS 11/a.1.

<sup>18</sup> P.R.O. CP 25(2)/606 Pt. 1.



four-acre close from the Whitneys and occupied unspecified land in John Andrew's plot. Later on, he seems to have relinquished the land he had from Andrews, gone to live in Lilbourne but taken on Edward Paine's nineteen acres.<sup>27</sup> Similarly, William Facer, described as a husbandman in his inventory of November, 1660, had only 6½ acres in 1654. Later he took over the twelve acres of the baker, John Cooper. When he died his estate was worth £100, of which only £46 was for farm stock and, most unusually, his household goods were worth the same amount.<sup>28</sup> While these men probably had some other occupation as well as their land, the information is scanty.

We come now to the five cottagers who had no land individually, but who shared the twenty-acre piece with Southam and Medes. We have seen that one of them may have been the blacksmith. Another was Anne Cooper whose son, Edward, was apparently living with her and renting 54½ acres.<sup>29</sup> Then there was Lawrence Higgs, who was the churchwarden responsible for paying for the casting of a new bell. The parishioners in Newton refused to pay their share and the bell founders seized Higg's goods. The business came before the justices in quarter sessions three times in 1655 and 1656.<sup>30</sup> The other two cottagers in this group, William Shuttlewood and Matthew Newton, with Newton's wife, Elizabeth, were presented at the Quarter Sessions from 1680 onwards for not going to church. No one else from our villagers of 1654 was mentioned in this attack on nonconformists.<sup>31</sup>

Inevitably, as we reach the poorer sections of the community our information dwindles away, and there is little to be said about the cottagers to whom no land was allocated but who may have rented part of the 'Poor's plot'. One, Nicholas Hewitt, was apparently a relative of the freeholder, Thomas Hewitt, and was a party to the agreement of 1654. He lived in a cottage owned by another freeholder, Johnson Higgs, to whom he was related by marriage. He was described as yeoman in the agreement, and was the only man involved who could not sign his name.<sup>32</sup>

Unfortunately we have no document to give the same information about the 'literacy' of tenants as the agreement of 1654 does about freeholders. Our main sources of information are the new leases of 1663. Of the people mentioned above, Edward Cooper, Richard Higgs and John Cooper signed, as did William Ward, who had by then taken on one of the 90-acre farms. Those who made

<sup>27</sup> CR 339/1/4; CR 339/55. Weston Park MSS. 6/30.

<sup>28</sup> CR 339/1/4; CR 339/55. Inventory at Lichfield: Adm. 21 Nov., 1660.

<sup>29</sup> CR 339/1/4; CR 339/55.

<sup>30</sup> CR 339/1/4; CR 339/55. *Warwick County Records*, vol. III, pp. 290-291, 304, 322-323.

<sup>31</sup> *Warwick County Records*, vol. VII, pp. 31, 170, 243; vol. VIII, pp. 43, 82, 99.

<sup>32</sup> CR 339/1/4. Clifton Parish Register, 1638.

marks were John Andrews, Francis Ruffet, the miller's son, and Thomas Payne's widow, Elizabeth. Steven Sutton is described as (parish) clerk in the inscription on the parish chest, but he made his mark on his will, witnessed by the vicar and the vicar's wife, in 1656.<sup>33</sup>

Describing Wigston Magna, which was still unenclosed, Hoskins says 'a great part of the population of Wigston in 1670, of almost any peasant village at that date, still consisted of the middling farmers, the true peasantry and the freehold cottagers, men with ten to 30 acres of land, some with none at all but a cottage, a cow or two and certain rights upon the common'.<sup>34</sup> The community in Clifton after the enclosure does not differ much from this description. The cottagers were tenants and not freeholders and shared a special piece of land in place of rights of common. But the village had not been depopulated—there is no mention of tofts or empty dwellings—nor had the social fabric been rent by the re-organisation of the village fields. It was still possible for the small man to get land.

But amongst all the farmers, smallholders and cottagers, there was only Johnson Higgs who did not have to meet a rent day and probably only John Barford to whom it was unimportant. This almost complete permeation of the village economy by the landlord-tenant relationship and money rent was not, however, a result of the enclosure. We have seen that there was no copyhold in 1648, and Clifton was not the only village where leasehold had taken its place by the seventeenth century. The true freehold cottager, as we have seen, did not exist there in 1648.

All in all, the village would seem to have taken the enclosure in its stride so far as its immediate consequences went.

### Clifton after 1654.

But the effects of enclosure could take decades to become apparent. Freehold farmers could raise mortgages to enable them to carry on for more years when they were really failing to meet the new situation. Even tenants might struggle along with family labour and poor living standards for a considerable time. We have seen that before the Whitneys sold their estate in 1663, the status quo was protected by the grant of new 21-year leases to, at any rate, some of the tenants. When we try to look beyond this date, our sources, unfortunately, become scanty. Nevertheless, there are certain clues.

We are able to identify 40 dwellings in 1654, and in 1730 Thomas says that there are 'about 40' houses. Whatever the con-

<sup>33</sup> Weston Park MSS. 6/30. Steven Sutton's will at Lichfield, pr. 1663.

<sup>34</sup> *The Midland Peasant*, pp. 199-200.



dition of the people, the village remained about the same size in the 70 years following the enclosure.<sup>35</sup>

Discussion of enclosure often turns on the fate of the freeholders, thought of as sturdy English yeomanry, swept away by landlordism. As we have mentioned, one of the Clifton freeholders, Matthew Hulme, who owned 37½ acres and rented another 32, sold his house and land in 1665. It was leased to a tenant by its new owner<sup>36</sup> and seems to have been acquired by the Bridgemans by 1685. But this was not the beginning of the disappearance of the independent freeholds; in fact after this, the only freehold to come into the hands of the lords of the manor by 1827 was John Perkins' four acres.

Early in 1685, Perkins had just died, aged 75,<sup>37</sup> and his widow had his freehold, John Barford's widow had his and the heirs of Johnson Higgs and Thomas Hewitt were still in possession. In other words, of those who actually lived in Clifton and farmed their land, only Hulme had left in the 35 years after the enclosure. Of the others, St. John Cave's property had recently passed to another family, and the land which had belonged to Moses Cave had been split up. Some of it went to the Onleys who already had eight acres, but lived in Newton in 1654. Another portion was still owned by the man who occupied it in 1790. So an absentee landlord had been replaced by resident freeholders.

We can carry the story of the Hewitt and Higgs families still further. The Hewitts flourished to the extent that in 1790, when the Bridgemans sold their estate at Clifton, Henry, who lived at Clifton Mill, bought his house, the mill, and 30 acres of land for £1,340, while John bought two farms, amounting to about 250 acres, for £7,050. The original Hewitt freehold had passed to another family by 1827, but at that date, Johnson Higgs's land and house, by then the Bull Inn, was still owned by his descendant, William Higgs. Quite clearly, the freeholders did well enough on the enclosed manor.<sup>38</sup>

It was still apparently possible for the landless cottager to survive and thrive, at any rate as a craftsman. Thomas Tew held a cottage in 1654, as a tenant of John Barford, and his son, another Thomas, seems to have been a carpenter. By 1790, a Thomas Tew was occupying 92 acres, which were bought by Edward Tew for

£2,530, while Robert Tew farmed over 200 acres.<sup>39</sup> But the 140 years following the enclosure saw the virtual disappearance of the small tenant farmers. By 1790, on the Bridgeman estate, there was Henry Hewitt's holding of 30 acres and another of 57. One of the small freeholds was also let to a tenant. But the rest of the main estate was let to eight farmers, of whom two had over 200 acres, and the other six between 80 and 150 each.

Obviously the bringing together of small holdings into farms of an economic size was an inevitable and desirable change, and the enclosure must have facilitated it. But the ownership of most of the land by one family and the elimination of copyhold were vital factors. We have seen that a small freeholding family, the Higgses, could carry on for nearly two centuries without taking to tenant farming. But as regards the rented lands, even if the manor had not been enclosed quite probably yardland would have been added to yardland to make larger farms of the old kind. When small men gave up or leases fell in larger farmers would be able to offer more rent. It is best to regard the enclosure as another stage in a process which had begun, before 1648, when copyhold ended. It could even have been a century before!<sup>40</sup>

Change is desirable but violent change is often disastrous. At Clifton the change seems to have been gradual and not violent. The Hearth Tax returns, which take us to 1674, do not suggest any rapid change or great distress. The number of households hardly varies, once a full list has been arrived at, and the proportion of those who were too poor to pay—about one-third of the households—is not unusual for Warwickshire villages.<sup>41</sup>

Dr. Parker called his account of an early seventeenth-century enclosure 'The Agrarian Revolution at Cotesbach'. It tells of a change driven through in the face of strong opposition. Revolution seems too strong a word for the changes at Clifton. Perhaps the crucial point is, the enclosure was *by agreement*. A settlement meant consideration for all the interests involved. Probably the village was fortunate in having its enclosure in 1650 rather than later.

<sup>35</sup> Dugdale's *Warwickshire*, 2nd Edition, p. 11.

<sup>36</sup> Weston Park MSS. 6/30.

<sup>37</sup> Clifton Parish Reg., 1684.

<sup>38</sup> This account of the freeholders is based on rentals giving chief rents (CR 339/55/2 & 4 and 339/56/5. Weston Park MSS. 1/4), the Land Tax Assessment for 1790 (QS 77/17/189) and a deed of indemnity relating to tithes in 1790 (CR 339/13/40).

<sup>39</sup> CR 339/1/4. Clifton Par. Reg. Lichfield Wills and Inventories, pr. 14 Mar., 1680/1, 26 Mar., 1686. CR 339/13/40.

<sup>40</sup> True copyhold had gone in Nuneaton by 1544. The 'tenants by copy' in fact had leases for years on copyhold terms. (B.M. Add. MSS. 36909).

<sup>41</sup> QS 11/a.1., 43, 57. *Warwick County Records, Hearth Tax*, vol. I, *passim*.



# APPENDIX — HOLDINGS IN CLIFTON, 1654

## FREEHOLDERS

	Houses (hearths¶) and Homesteads (acres)	LAND (acres§)		Total acres (excluding homestead)	Numbers on maps	
		Freehold	Rented			
John Barford, yeoman.	Mess. 4hs. 1ac. Cott. 1h. ¼ac. (let)	102 8 2 } 112	(shared) 48* 10 }	170 (48 shared)	19, 28, 71, 72, 73, 74, 75.	
St. John Cave, esquire.	Mess. 8hs. 1ac.	3½ (let) 100 }	—	103½ (100 let)	62, 63, 64.	
Moses Cave, citizen and draper of London.	Mess. 3hs. ½ac. (let)	½ 56½ }	— (let)	56½ (let)	68, 69, 70.	
Mathew Hulme, gentleman.	Mess. 4hs. 1ac.	37½ 37½	32	69½	43, 66, 67.	
Johnson Higgs, yeoman.	Mess. 4hs. 1ac. Cott. — — (let) Cott. — — (let)	½ 2½ 34½ }	37½ —	37½	76, 77, 78, 79.	
Richard Lea, yeoman.	Mess. 2hs. ¼ac.	1½ 7 10 }	18½			
Richard Lea and Thomas Hewitt }				72½	80, 81, 82, 83, 5, 50, 51.	
Thomas Hewitt, yeoman.	Mess. 2hs. ½ac. (rented)	—	53½†			
Thomas Onley, yeoman of Newton.	— —	8 8	—	8	65.	
John Perkins	Mess. 2hs. 3ac.	4 4	6 56½ share in 150‡	62½ plus?	66½ plus?	22, 41, 61, 84, 85.
Trustees for Vicar.	Cott. — ¼ac. (let) House 1h. ½ac. (let)	2 2			86, 87, 88.	
Christopher Harvey, Vicar.	Mess. 7hs. 1ac. (rented)	— —	6 } 9 3 }	11 (37½ extra rented later)	46, 58, 59. (57)	
Trustees for Poor.	— —	20 20	— —	20	89.	

¶ As in Hearth Tax Returns, 1662 onwards.

§ Acreage of each plot given first, then the total.

\* Occupied by John and Edward Barford and Wm. Southam. John Barford paid the rent.

† At the time of the agreement he shared with two others in two adjoining 75-acre plots. At the time of his lease in 1663 his share was 53½ acres.

‡ Occupied by John Andrews, John Perkins and Richard Higgs. Andrews paid the rent.

## TENANTS

	Houses (hearths) and Homesteads (acres)	Land Rented	Owner, if not the Whitneys	Numbers on maps
John Andrews, husbandman.	Mess. 2hs. 2ac.	150 } 172 22 } plus (shared) 150 } share of 150	—	25, 53, 56, 61.
Thomas Pettifer, gentleman.	Cott. 3hs. 1ac.	40 } 140 100 }	—	10, 42. 64.
Peter Hales** (later Wm. Ward).	Mess. 2hs. 1ac.	91½ 91½*	—	7, 50, 51.
John Clarke (Clerek).	Mess. 3hs. ½ac.	33½ } 90 56½ }	—	23. 68, 69, 70.
Thos. Sedgley	Mess. 2hs. 1ac.	57½ 57½	—	49, 29.
Edwd. Cowper	— —	47* } 5½ } 54½ 2 }	—	21, 26, 27.



## TENANTS—continued

	Houses (hearths) and Homesteads (acres)	Land Rented	Owner, if not the Whitneys	Numbers on maps
Millicent Hultom with Richd. Higgs	Mess. ?hs. 2ac. (divided into two)	—	—	11.
Millicent and George Hultom.	—	3 { 15	51	36, 40.
George Hultom, husbandman and mercier.	Mess. 2hs. 1ac.	12 { 36		9, 32.
Edward Smith (Major).	—	40 40	—	18.
James Ruffet.	Mess. 1h. 1ac.	Water-mill 6 { 43½	—	8, 38, 52.
		37½ {		
Thomas Robbins (later Christopher Harvey).	—	37½ 37½	—	57.
Henry Meade with Wm. Chamberlain	Cott. 1h. 1½ac. (Meade only)	1/7 of 20 { 33	—	1, 20, 24.
Richd. Ballard (later John Pinchback).	Mess. 1h. 1ac.	30 {	—	13, 45.
Richard Ward (later John Foleshill).	Mess. 2hs. 1ac.	29 29	—	54, 34.
Thomas Paine, shepherd.	Mess. 1h. 1ac.	29 29	—	21, 48.
Edward Paine.	Cott. ?hs. ¼ac.	28† 28	—	86, 30.
Richard Higgs.	Mess. ?hs. 2ac. (divided into two with Millicent Hultom)	19 19	Cottage and ¼-acre from Vicar	11, 44, 61.
		4½ { 4½		
		share of 150 { plus		
		share of 150		
Edward Barford.	Cott. 1h. ¼ac.	(shared) 48 { share	—	12, 19.
Wm. Southam	Cott. 1h. ¼ac.	1/7 of 20 { 3	—	16, 19, 20.
		(shared) 48 { plus		
		share of 48		
John Cooper	Mess. 2hs. 1ac.	1½ { 12½	—	55, 35, 31.
Steven Sutton	Cott. 1h. ¼ac.	11§ { 10	—	33, 37, 6.
Wm. Facer (later Simon Tarsey).	Mess. 2hs. 2ac.	6 { 6½	—	47, 39.
Lawrence Higgs	House 1h. 1ac.	(+ 11 later  )	—	
William Palmer (later Geo. Greene).	Cott. 2hs.† ¼ac. }	1/7 of 20 { 3	—	2, 20.
Anne Cooper	Cott. ?h. ¼ac.	1/7 of 20 { 3	—	17a, 20.
Wm. Shuttlewood	Cott. 1h. ¼ac.	1/7 of 20 { 3	—	4, 20.
Matthew Newton	Cott. 1h. ¼ac.	1/7 of 20 { 3	—	17, 20.
Edward Bennet	Cott. 1h. ¼ac.	—	—	15, 20.
Nicholas Hewitt	Cott. 1h. —	—	—	14.
George College	Cott. 1h. —	—	Johnson Higgs	76.
Mary Perkins	Cott. 1h. ¼ac.	—	Johnson Higgs	76.
John Watson	Cott. 1h. ¼ac.	—	—	3.
Thos. Tew	Cott. 1h. ¼ac.	—	—	60.
William Higgs	House 1h. ¼ac.	—	John Barford	72.
William Woolf	House 1h. ?	—	The Vicar	87.
			? ?	W. W.

\* Shared plots in 1654. These figures are from the leases of 1663.

† Shared 75 acres in 1654; lease of 28, 1657.

‡ One a forge.

§ Later Wm. Facer.

|| Formerly John Cooper.

¶ These people were entitled to rent some of the Poor's Plot.

\*\* Perhaps had "Peter Hales's piece" (half-an-acre or less) in Thackham, freehold.

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