

ART. XV.—*Some Papers from Bardsea Hall Muniment Chest.* By the REV. T. N. POSTLETHWAITE, B.A.

Read at Grange-over-Sands, June 17th, 1919.

BY the kindness of General Gale, C.M.G., of Bardsea Hall, at the Christmas of 1918, I was permitted to go through a large number of documents accumulated in the Muniment Chest at the Hall. These had been carefully arranged and docketed by Mrs. Gale. In regard to the more recent sale of the Hall and Bardsea property to the late Wm. Gale, Esq. in 1851, when possession reverted to the family after the catastrophe at Conishead Priory, there appeared one of those disappointing documents—disappointing from an antiquarian point of view—a Covenant on the part of the vendor to produce Deeds, &c. for inspection. In the Covenant was a schedule of Deeds, etc. retained. These, however, only went back to the date of the purchase by Christopher Wilson, Esq., in March 1731-2. It is impossible to say what has become of early “Bardsey” and “Anderton” papers.

In Mary Anderton’s conveyance to Thomas Molyneux, 1705, she yields “All Deeds Evidences Muniments and writings whatsoever touching and concerning the said premises only or any part parcell thereof only, and true copies of all such other deeds Evidences and writings as doe touch or concern the said premisses jointly or together with any other Lands Tenements or Hereditaments, the same copies to be made or written out at the only cost and charges of the said Thomas Molyneux.”

It seems that the loss of the earlier documents must lie between the Andertons and Lord Molyneux.

But amongst the documents in the Chest were others

of antiquarian interest that had probably been in the possession of the Gale family before the merging of the Bardsea Hall estates with those of Conishead Priory. These papers had probably come down from General H. R. Gale (the younger son of John Gale, Esq.) whose elder brother, Wilson, inherited both Conishead Priory and Bardsea Hall, and assumed the name of Braddyll.

THE LATER DESCENT OF THE MANOR OF BARDSEA.

In addition to original documents there is in the Chest a voluminous "Abstract of Title" made to the order of the late Wm. Gale, Esq., at very considerable cost (his lawyer's bill of charges is amongst the papers at the Hall). This fixes dates from the time of the Andertons. There has been considerable confusion as to the year of the Anderton sale to the Molyneux. West, writing in 1774, asserts that it took place at the end of the last century, i.e., before 1701. Mr. H. I. Anderton in his admirable paper, printed in these *Transactions*, N.S. xii., quoting a Terrier I printed in some "Notes on Urswick," assumes about the same date. But in reality the Terrier was wrong. Canon Bardsley's "Introduction to Ulverston Church Registers" gives the date 1720; the Victoria History gives 1705, guarding itself by the qualification "or earlier." As a matter of fact the sale took place in 1705, and Whellan is the only printed authority that states it definitely. On Feb. 2 of that year Mary Anderton, spinster, sold her customary lands to Wm. Lord Viscount Molyneux, and on May 25 granted a lease for a year for a consideration of 5s. od. of her manor and freehold to Thomas Molyneux—son of Wm. Lord Molyneux (a nominal purchaser)—and the next day, May 26, a release to the said Thomas for the sum of £2,500. Miss Anderton's conveyance runs:—

All that Mannor or Lordship or reputed Mannor or Lordship of Bardsey aforesaid with its Rights, Members, Appurtenances,

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& all singular Messuages, Houses, Buildings, Lands, Tenements, Mills, Kilnes, Tythes, Meadows, Leasowes, pastures, woods, under woods, waters, ffishings, moores, marshes, Com'ons, Com'on of pasture & Turbary, Courts, Courts Leet & View of Frankpledge, Rents, Revers'ons, Services, priviledges, profits, Com'odities, Advantages, Emoluments & Hereditaments, whatsoever in the said Mannor &c. —situate lying & being, to be perceived & taken within the several Towns, Townships, Hamlets, parishes, Villages, precincts, & Territories of Bardsey aforesaid, Urswick, Ulverston, Cartmel, Lindall & Rosset.

I have seen the two latter Deeds—the lease and release of the freehold—but only the mention of the one that dealt with the customary estate in the abstract, where no sum is named, so that it is impossible to arrive at the full purchase price.

The customary lands, however, would be customary I imagine, to the manor of Bardsea and would possibly represent only a small portion of the estate. The abstract says :—" The Indenture of Lease and Release did convey the Manor, &c. and great part of the Messuages, land and hereditaments thereof." The customary messuages were mortgaged in 1710 by Lord Molyneux for a mere £300 and he had by that date, I think, acquired by purchase other customary holdings outside the Anderton conveyance ; so it appears as though the £2,500 represented the major part of the value of the estate. But, later, after these additions had been made by Lord Molyneux, the estate was sold by order of the Court of Chancery to the highest bidder for £4,500. The abstract says :—

Lord Molyneux did in his lifetime purchase from several other persons some other parcels of land & hereditaments & did also purchase of & from Th^{os} Ormandy, Th^{os} Yewdall, Leo: Yewdall, James Doughty, Tho^s Park, Miles Cooper, W^m Fleming, Jas. Adcock, Th^{os} Mawson, R^d Park, W^m Banks, Jas. Lamb, W^m Postlethwaite, W^m Ellithorn, W^m Lamb, Geo. Fell, J^{no} Moorhouse, Jas. Crowdsom, W^m Simpson, Rob^t Gibson, Esq. & E^d Greaves

divers parcels &c. which were formerly customary or copyhold of the manor of Bardsea. He was also at the time of his death in treaty to purchase from W^m Ellithorn, Jas Mayfield, Jas Adcock & Jas Doughty. This purchase was completed by his trustees before the estates were sold in Chancery.

Canon Bardsley appears to assume that Christopher Wilson, Esq., the ultimate purchaser, owed his marriage with Margaret Braddyll to the fact of the vicinity of Bardsea Hall to Conishead. In reality the marriage took place—Jan. 23, 1727-8—some years before he acquired Bardsea Hall. His two daughters were baptised at Ulverston—Sarah, Nov. 13, 1728, and Margaret, Oct. 14, 1731—before he bought Bardsea Hall. Probably both were born at Conishead; Margaret certainly was. In a little book Mr. Wilson inherited from his brother Richard, on the fly-leaf he records the day, hour and minute of his daughters' births and states in reference to Margaret that the birth took place at Conishead; no reference is made to place in Sarah's case. The purchase of Bardsea Hall was not completed till March 25, 1731-2. A court hand "Fine" fixes the date. The Fine conveys

The Manor of Bardsey ðwise Bardsey ðwise Bardsea with the appurtenances & of 15 mēsses, 1 dovecote, 15 gardens, 10 orchards, 250 acres of land, 80 acres of meadow, 200 acres of pasture, 10 acres of wood, 10 acres of furze & heath, com'on of pasture, com'on of feeding & com'on of Turbary with appurtenances in Bardsey, Urswick, Ulverston, Cartmell, Lindall & Rossett. [*Translation*].

Later, Christopher Wilson bought further holdings.

It is a little difficult to arrive at the reason of the purchase by Lord Molyneux—I have great hesitation in accepting West's assertion that it was bought for 'a hunting seat.' It seems such an unlikely place for the purpose. In addition, at the time of the purchase Lord Molyneux was heavily involved financially. It seems

more probable that the purchase was in the first place a good-natured act of friendship to relieve Miss Anderton from pecuniary embarrassment. There had been previous intercourse between the Anderton and Molyneux families, and the Andertons had suffered tremendous loss through their adherence to the Latin church.

As early as 1710 Lord Molyneux mortgaged the customary messuages for £300. In 1711 he borrowed £800 on the Bardsea estate. In 1715 he charged the estates with the payment of his schedule debts. After his death—March 8, 1717—his personal estate “proved deficient and fell far short of paying all his said debts, so that the sale of all or part of the said trust real estate became necessary in order to the agreement of the remaining debts of the said testator which were very considerable.”

By a decree of the High Court of Chancery, pronounced Feb. 21, 1723, it was ordered that the estate should be sold to the best purchaser that could be got. On Nov. 20, 1727, Dan^l Dandy of behalf of Sam^l Kilner was reported the purchaser for the sum of £4,500. Mr. Kilner paid off the mortgage to Nic^{as} Starkie £300, then amounting with interest to £540 12s., and sundry other pressing debts, but before the purchase of the manor, &c. could be completed Sam^l Kilner died intestate and insolvent. He seems, however, to have taken up his abode at the Hall as his burial is entered in Urswick Registers as:—“Mr. Kilner of Berdsea hall buried June 11, 1730.” and a child of his was baptized the same year from the Hall:—“Samuel son of Mr. Kilner of Berdsea hall Baptized July 4th, 1730.”

In Nov., 1730 an order of the Court was made that the Master should appoint a short day for a fresh sale. Mr. Dandy again bid the like sum of £4,500 of behalf of Mr. Jno. Kilner, senr. of Sunbreck, who had taken out letters of administration for the goods, &c. of his late son

Samuel, the sums that Samuel had advanced towards the purchase (then amounting to £1,332 8s. 5d.) being allowed for. Before this purchase was completed an agreement was come to between Christopher Wilson, Esq. and Jno. Kilner, senr. that the former should have the benefit of his contract by the payment of £4,200. The difference of the £300 was due to the fact that Samuel and John Kilner had cut down and sold certain parcels of timber on the estate and that Jno. Kilner retained for himself some small part of the purchase. Later, by Christopher Wilson's will the estate passed to his grandson Wilson Gale who inherited Conishead Priory from his cousin and assumed the name of Braddyll.

Of the Deeds in the Hall Muniment Chest, the earliest is an Elizabethan document with which I shall deal later. The next in point of age is interesting:—"Tenents of Bardsey Release or Surrend^r to Mess^{rs} Anderton of the Demesnes and Tythes, 28 Jan: 1684." The Andertons had sold in 1683 their Clayton estates and were coming to reside at Bardsea Hall. This estate and manor had evidently been "farmed" by a syndicate.

The tenants were:—"Edmund Gibson of Stanke in the county of Lancaster Gentleman, William Tompson of Bardsy in the said county of Lancs., Husbandman, John Goad of the same, husbandman, Thomas Doughty of the same carpenter, James Mounte of the same yeoman, James Cowper of the same yeom^e, Thomas Parke of the same carpenter, Richard Lamb of the same yeom^e, James Postlethwaite of the same husbañd, Thomas Udall of the same husbañd, Richard Udall of the same husbañd and Jane Drew." They released to Christopher and William Anderton

All that Capitall Messuage situate in Bardsy aforesaid com'only called Bardsey hall & all & singular ye houses lands meadows pastures tenemts & hereditam'ts whatsoever there unto belonging demised or in any wise appertaining, with their & every of their

appurtenances & all the tythes of corne hay & other tythes yearly from time to time arising comeing growing in Bardsey aforesaid.

The signatures to the Deed are noteworthy. Edward Gibson, gent., writes a good hand and he initials the signatures of those who had to make their mark. Wm. Tompson writes his name, but puts a "q" in place of a "p". But the marks of the others are individual. There is an absence of the conventional X. Thomas Doughty makes an elementary T. Thomas Park two parallel lines =, Richard Udall an "R" and Thomas Udall a "T" and Jane Drew does not sign. I think the men were accustomed to sign documents and retained some formal individual mark. In going through a large quantity of ancient papers, I have found that the illiterate of by-gone times almost invariably adopts for his mark the initial letter of his christian name; sometimes, but rather rarely, that of his surname is added. One might assign this desire for individuality to the same spirit that gave birth to the "yeoman arms" of our north country.

I think that these tenants, or some of them, whilst they "farmed" the manor, constructed for themselves little squatter habitations on the estate. Mr. Edmund Gale of Bardsea Hall informed me that some years ago behind the Hall there were plain indications of the foundations of small buildings, and in the enumeration of the various items of the estate sold by the High Court to Christopher Wilson, Esq. occur such entries as:—"the site or onsett of a house formerly Timothy Mounts," "the scite or onsett of J^{no} Barn's or Plato Denny house and outhouses," "the scite of a barn and little garden," "the scite and remains of a building called Frances Walls Barn," and various others.

The deed is dated: "An'o Rgs. Car. 2^{di} Ang^l &c. xxxvi^{to} An'oque Dⁿⁱ 1684." It is witnessed by John Jackson, John Woodburn, Thos. Harrison, his mark T.

The deed is on paper and all the seals bear the Anderton coat-of-arms, imprinted on dark green wax.

An interesting document is the original will of Christopher Anderton bearing date 1691. This, however, has been printed *in extenso* in Mr. H. I. Anderton's paper already mentioned from the copy in the Richmond Probate Office.

But on this will and on the "Release from the Tenents of Bardsey" is a tantalizing endorsement. It runs:—

Nov. 6, 1698. Inter Mariam Anderton Quer: Ricum Bardsey et Als Deft^a apud Ulverstone in Com' Lancastrie. Deposed unto at the execution of a Com'isn betwixt the said pts. [parties] by us by [here follow the sworn witnesses to will and deed respectively]. Before us

W^m Simpson,
Jas: Knowles,
W^m Robertson,
W^m Stockdale.

I have unsuccessfully attempted to trace the cause of this dispute at the Record Office; no reference to it can be found. Richard Bardsey was the copy-holder of a homestead and some 8 acres of land at Bardsea—i.e. "One messuage, one barn, one stable, one cowhouse, 3 acres of land, 1 acre of meadow, 5 acres of pasture and two acres of moss and common of pasture for all cattle and common of Turbary with appurtenances in Bardsea and Cartmell." The moss would be at Cartmel; it is described as "a dale or parcel of peat moss on Cartmel moss, adjoining on the south to the moss of Christ^r Cooper and on the N. the moss of Rich^d Simpson." His land in Bardsea consisted of "Croft 1 acre, Close or parcel of ground called Hazleway 1 acre, Close called Gill 1½ acres, Close called Little Riding 1½ acres, Close Farr Riding 1 acre, Close High Riding 2½ acres." I mention these because they were probably the last actual "Bardsey" possessions in Bardsea.

M.

Richard Bardsey was probably a collateral of the ancient Bardsey family. When Mr. Anderton wrote his paper for these *Transactions* he inquired of me about any existing members of the name. At the time I could give him little help, but later search seems to indicate that there was for some generations one, and I think only one, family bearing the surname. The descent seems to run:—Peter and his wife Dorothy were buried on successive days in Oct., 1618, leaving sons Anthony and James; the latter I cannot trace beyond his marriage. Anthony had sons Peter and James—the latter dying in infancy—and a daughter. Peter was the father of Richard the defendant in the dispute; he also had another son who died young, and daughters. Richard was twice married and had a numerous family:—George, of whom I can find no trace after his baptism; Charles who died on the holding, a bachelor, at the age of 31; Peter and James who died infants; two daughters, and William who succeeded. Richard enfranchised his eight-acre holding under Lord Molyneux. It is noteworthy that with copy-holders one of the conditions of enfranchisement was that they should give up all right of pasturage on Bardsea Moor, which thus ultimately became the private possession of the Lord of the manor and was enclosed. Mr. H. I. Anderton gives in these *Transactions* at length the interesting dispute about the Moor that arose in the time of the first James Anderton. The Bardsea Hall Chest contains a curious hand-drawn map of the Lordship of Bardsea which is contemporary with the closing years of the dispute, 1618.

William Bardsey, who succeeded Richard, left an only child—a daughter Elizabeth—baptised Jan. 1st, 1731-2. She married in 1752 a mariner of the prosaic name of Henry Bragg. They had a family, but after mortgaging her ancestral holding Mrs. Bragg ultimately sold it, and it became part of the Bardsea Hall estate. The Bragg family removed to Ulverston.

THE OLDFIELDS.

In the chest was a curious paper document entitled "Artickles of Oldfield."

Probably traditions of the communal tenure of land survived longer in the parish of Urswick than in most places. In the many documents amongst the Gale papers bearing upon the many changes of ownership of the "Oldfields" there is distinct evidence of an early communal occupancy.

Roughly the "Oldfields" consist of a tract of country bordered by Birkrigg on the south; the present highway from Ulverston to Birkrigg on the west, called indifferently New Lane or Birkrigg Lane; the Red Lane on the north—mentioned in old documents as the "King's highway called Street-gate" and in the 1618 Map of Bardsea "Streete lane" (the more modern "Red lane" is derived from the fact that iron-ore was carted down it for shipment at Conishead Bank); and on the east by Green lane or Far lane—now locally called Gypsy-lane. The Bardsea communal plough-lands apparently joined them on the east.

A later addition to the purpose of the Oldfields was made across the road, Birkrigg lane, to the west. This was called New Close. It may help to recall briefly the fact that an ancient manor possessed, *inter alia*, three large fields—of many acres—of arable land. Every year one grew wheat, another oats or barley, the third being fallow. This continued turn and turn about by rotation. Each individual had allotted to him yearly a certain number of strips, of an acre or half an acre in extent, in various parts of the field, with full pasturage on the fallows, or, after harvest had been gathered, in the grain-growing fields. The yearly change of tiller in course of time ceased, and a man retained practical possession of his strip and ultimately gained an ownership by occupancy; but usually his possession remained a

marked or meared, but unfenced, portion of the vast field. The reason was that in many places—I have at present no direct evidence of the rule here, though I feel sure it existed—as long as the strip remained open, the owner might let his sheep pasture at will in the “field.” If he fenced in his own, he must keep his sheep within the limits of his boundaries. There is every evidence that “Oldfields,” with the adjacent New Close, formed one of the communal plough-lands of Urswick. In the earliest Oldfield deed from Bardsea Hall, dated 1725, reference is made to “certain dale or parcell of land situate, lyeing and being in a certain *Towne field* knowne by the name of little Cow Close and in a part of that Close called the New Close, within the precincts or Territories [*sic*] of Much Urswick.” The “*Towne field*” seems conclusive.

In the Hornby Chapel Document, in giving the boundaries of Bardsea, the description runs, “as far as the White Cross and by the road to Furness” (i.e. Streete-lane or Street-gate) “as far as Sletchaw; thence by *Urswick Fields* to the top of Birkrigg,” i.e. the boundary runs up Green-lane which borders the Oldfields (*Urswick fields*) on the east. “*Urswick fields*” again seems conclusive. Collateral evidence is supplied by the name of some land adjoining to the south of the New Close, which is called the “Butts.” Mr. Seeböhm in his *English Village Community* says:—“Where the strips abruptly meet others or *abut* upon a boundary at right angles, they are sometimes called *butts*.”

Going back to the Deed, it is an Indenture for the exchange of a Dale in Cow Close in New Close “containing by estimation one rood or thereabouts [the measures are customary ones] for another Dale or parcell of arable and pasture ground situate lyeing and being in a certain Close knowne by the name of Ew Oldfield alias Whinny Oldfield, wh: containeth by estimation one acre or there-

abouts." The parties to the Indenture are Thos. Briggs who desires the rood in Cow Close and Richard ffell and Myles ffell his son who want the acre in Ew Oldfield.

In almost all cases, an old Indenture of Conveyance stipulates for the possession of all deeds and writings connected with the purchase. Here there is no mention of such, and it looks as though each party knew there were none, and that there could be none, in a title by occupancy. There is the usual personal 'livery and seasin' :—

Memorandū. The day & year within written quiet & peaceable possession, Livery & seasin was first had & taken by the within written Thos. Briggs & then delivered to the within named Myles ffell in both their owne proper persons according to ye true intent purport & meaning of the within written deed, In the presence of us viz. : Robert Gardner, Christ^r Gardner, Joseph Garth.

So runs the endorsement on the Deed.

In Nov. of the year 1748, one John Dodson yeoman of Stoney Cragg, nr. Ulverston, began to buy up certain dales and parcels in the Oldfields. The paper document entitled "Artickles of Oldfield" records some of his transactions. He bought half acres, acres and up to four acres from various parties. The usual price was £5 the acre, though in one case it ran up to £7 10s. The plots are described as being "marked, meared and set forth in a Close known by the name of Whinniy Oldfield." The "artickles" are unstamped agreements to buy and sell, with a proviso that in due course, etc., Indenture of Conveyance should be executed. From Thos. Ashburner he bought half an "ackre." Myles ffell bargained and "souled" to him one "ackre" (presumably the one Myles had got by exchange 20 years before from Thos. Briggs). In the subsequent deed this is described as being in the "Townfield of Urswick, called Oldfield." Wm. Ashburner of Haggend sold two "Ackers" and a

half. Mrs. Rebecca Briggs sold four "ackers," Will Fleming half "a acre," George Postlethwaite half "a ackere," Thos. Postlethwaite one "ackre." All these were at the rate of £5 per customary acre. Christopher Cowper asked and apparently got £7 10s. for his acre.

On Sep. 29, 1757, Rowland Briggs (elder son of Rebecca) of Ulverstone in Lancashire, Surgeon, sold in public sale "all that Close or parcel of Land situate in Great Urswick in the said County, commonly known by the name of Oldfields, and containing by estimation four acres 3 roods unto John Dodson aforesaid gentleman for the sum of eighty pounds eleven shillings." The price had materially risen in the ten years, but it would appear that this parcel was hedged and fenced. Ultimately the purchase price rose to the current market value of land, and the greater part of the old communal Oldfields, afterwards divided into convenient enclosures, came by purchase into the possession of the Gale family. There are many deeds dealing with this ultimate acquirement.

I think the communal ownership merged into the individual at an earlier date than is often supposed. The communal ownership must have been of pre-Norman existence, for in quite early Norman times the individual ownership had been acquired. Individual grants of land in the "Campus," are recorded in the Furness Coucher Book, certainly as early as 1270. We read:—"Totam terram meam quam habui de dono patris mei in Campo de Berdesei, cum j acra ad capud Pichil que extendit se ad veterem Campum"; and again "Unam acram et iij perticatas apud Colepittes in Aldefelde." Both are references to the Bardsea Oldfields, and both previous to 1270.

TITHES.

Probably the most interesting document from the Bardsea Hall Muniment Chest is a beautifully engrossed Elizabethan Lease of Tythes dated 1574. Its interest

consists largely in the fact that it forms a link with much that was of contemporary local importance. The lease conveys a small portion of the Tithes of Bardsea for the term of thirty years. The grantor is John Sawrey of Plumpton and the grantee Francis Sandys of Conishead. The history of the tithes of the ancient parish of Urrswick, of which Bardsea forms a part, is extremely complicated.

In the 13th century by a Papal Bull the Rectorial Tithes were taken from the parish church and granted to Furness Abbey. These greater tithes at the dissolution of the monasteries fell to the crown. But in monastic days portions of them had been "farmed." There is on record an amusing account of an agreement (6 Hen. VIII) between Christopher Bardsey and Alexander, Abbot of Furness, in regard to the tithes of Bardsea together with a tithe-barn. Christopher was to take the tithes and the use of the barn in return for a yearly rent of £4 and "that he would be beneficial to the said monastery and always ready to give them his best advice." In addition Christopher was to retain for his own use 13s. 4d. out of the said £4 for his advice. According to the Abbot's letter of complaint, Christopher took the tithes, used the barn, but returned neither the £4 nor any sound advice.

On June 16, 1574, the crown had "Demised, Sett and to farme Letten to John Soweraye all and all manner of Tithes of corne & graine of the Rectorie or personage of Urrswicke in the Townes of Great Urrswicke, Litle Urrswicke, Adgarleye, Staynton, Bolton, Quernbarro' and Berdseye with the appurtenances in the aforesaid county of Lancaster, Together with one greate Tithe Barne and certeyne parcells of Glebe land."

John Sawrey in August of the same year, by the Bardsea Hall Indenture, sublet to Francis Sandys for 30 years for a lump sum of £10 "all and everie the tythes of cornes and graynes whatsoever they be wth all

comodities, wayes, easements, and profitts, to the same belonginge yearelie dewe, cominge, growinge and reneweing, in and upon one p'cell of grounde called and knowen by the comon name of Gleston flatt, Lyinge in the Hamlett or Lordshippe of Bardseye aforesaid, wh: said tythes of corne and graine sometime weare in the tenure and holdinge of Willm Sannde Esquier deceased and Late father to the said Francis."

According to a note I have had taken at the Record Office, the crown grant was to John Sawrey of Plompton and John Sawrey of Ursewick, who, I believe, were uncle and nephew. They paid for the whole of the tithe a yearly rent of £28 15s.

John Sawrey was the third son of Miles Sawrey of Graithwaite and acquired the estate of Plumpton near Ulverston when it was forfeited by Henry Duke of Suffolk. Miles Sawrey's second son William was, I think, vicar—twice vicar—of Urswick, i.e. he was vicar in the latter years of Hen. VIII. and during the reign of Edw. VI. He was deposed under Phil. and Mary, probably because he was married, and was reinstated under Elizabeth. He was evidently a man of some means, as he bought in 1568 from Wm. Flemyng, Esq. and David Flemyng, gentleman, for the sum of £40 "1 messuage, 6 cottages 2 tofts, 7 gardens, 1 orchard, 2 oxgangs of land, 20 acres of turbary with appurtenances in Urswicke." I assume that John Sawrey of Urswick was his son.

The Bardsea Hall Indenture gives a side light on a local tragedy, in the words "wh: said tythes of corne and graine sometime weare in the tenure and holdinge of Willm Sannde Esquier deceased." Doubtless the Bardseys of Bardsey Hall were vexed that others gained profit from the tithes that they had held, so advantageously to themselves, from Furness Abbey. Wm. Bardsey son of Christopher, who had the dispute with the Abbot of Furness, was at this time owner of Bardsea Hall.

William Sandys of Esthwaite was Receiver General of the Lordship of Furness after the Dissolution of the Monastery. His second son William succeeded him in the Receiver Generalship of the Abbey lands. He—the second William—purchased from the crown in 1548 the Conishead Priory Estate, and evidently held the tithes on Gleston flat which was part of the estate—though in the township of Bardsea. On the 10th Sep., 1558, he was “very riotously and wilfully murdered at Conishead.” At the examination at Preston in the following year (1559) concerning his death, “John Rawlenson of Furness fells said that Wm. Sandys was murdered on account of certain Tythe corns which were in his possession and which the sons and servants of Wm. Bardsye Esq. attempted to carry away. The sons were Nicholas and Robert and the name of the servant was John Trogheton; but this deponent did not know who gave the mortal blow.” Another witness affirmed that there were about 50 men and women present at the murder and stated that Wm. Bardseye bore malice against Wm. Sandys on account of a privy seal delivered to him by the latter for concealing a piece of land from the queen.

“There were other riotous disputes. I am indebted for the account of them to the kindness of Major Sandys of Graythwaite Hall, who in addition to information derived from family papers has quoted the facts from Mr. A. Fell’s excellent *Early Iron Industry of Furness*, where other highly interesting details of the disputes are given. Major Sandys comments “The whole story is most illuminating as showing the roughness of the people and the lawless state of that part of the county in the time of Elizabeth.”

Undoubtedly Nicholas Bardsye was the actual murderer. Mr. H. I. Anderton writes in these *Transactions*: “According to a story told in 1566-8 Nicholas about 1559 committed ‘a certain heinous offence,’ and there-

upon fled to Scotland where he lived secretly till he could obtain the queen's pardon." The connection between this "story" and the murder is obvious. Possibly nothing further than complicity in the riot was ever definitely proved against him.

The victim, Wm. Sandys, lies under an elaborate altar tomb in Ulverston Parish Church; Nicholas Bardsey in an unknown grave—strangely enough—at Aldingham. By his will dated 30 June, 1586, he desired that he should be laid to rest beside his wife Anne under the altar at Urswick. For some reason his wish was disregarded, as according to Aldingham Parish Registers he was buried there on July 11, 1586.

The witnesses to the Bardsea Hall Indenture, are Thomas Bethom and Myles Phillipson, a brother-in-law of Francis Sandys.

When Christopher Anderton in March, 1691-2 made his will he left the Bardsea estate to his sister Mary. He excepted from his bequests "the tythes of Bardsea before settled by Deed." But anyhow these were in Mary Anderton's possession in Feb., 1694. By an Indenture of that date, preserved at Bardsea Hall, she mortgaged them for a "tearme of two hundred yeares" to "Margarett Doddunge widdow and relict of Miles Doddunge late of Conyshead in consideraçon of the sume of one hundred and sixe pounds." The Indenture is witnessed by Jno. Braddyll,* Anne Singleton and James Archwright. Evidently the mortgage was paid off by 1705 as the tithes were included in the conveyance of that date to Lord Molyneux.

* In reference to the fact that Jno. Braddyll was witness to Mary Anderton's Conveyance of Tythe to Mrs. Margaret Dodding it is of course well known that he married Sarah Dodding, her daughter, the heiress to Conishead Priory. An entry in reference to this marriage, in Sir Daniel Fleming's Diary, published with other of his MSS. by the Historical MSS. Commission seems to have escaped the notice of local historians. The entry runs:—"Ap. 7, 1687. This day my cousin Sarah Dodding was privately married without her mother's consent at Conishead." There is no entry of the marriage in Ulverston Parish Church Registers. It lends a touch of romance to a family that experienced many startling episodes.

It is a matter of little wonder that the Tithe Commissioners found it a severe task to settle the tithe question in Urswick parish and finally "reserved the Commutation of tythes of the said parish for separate adjudication." The whole parish teemed with moduses and prescriptions which affected not only the Greater or Rectorial tithes—which was understandable—but also the smaller or vicarial ones. The quarrels that arose at the commutation were lengthy and bitter. When Lord Molyneux or Christopher Wilson, Esq. enfranchised lands in Bardsea they freed those lands not only of all manorial dues, but of "all and every the tythes of corn, grain, hay, hemp, lime, wool, lambs, and all manner of tythes spiritualities and obventions whatsoever, and their appurtenances yearly coming happening increasing arising or growing or wh: thereafter sh^d &c., &c." Apparently the lord of the manor compounded with the vicar for the time being, as many of these were vicarial tithes.

On May 2, 1722, there was a sale of a "Close of arrable [*sic*] and pasture ground commonly called and known by the name of New Close or Wharrel Close containing by estimation two acres or thereabouts," for the sum of £18. On the following day, the third of May, a sale for the sum of 5s. was made, to the purchaser of the land, of "all the tythes of corn, grain and sheaves, hemp and flax, hay, wool, lambs, offerings, oblations and obventions of what kind or nature so ever arising happening growing and renewing yearly upon all or any part of that Close."

In the case of some of the fields in the parish the tithes were divorced from the ownership of the soil, and in the various townships, various products were exempt from tithe.

The vicar at the time of the commutation made a wonderful bargain, but gained the undying animosity of a large proportion of the land-owners.

MISCELLANEOUS PAPERS.

Amongst the miscellaneous papers at the Hall is one labelled 'Scales award for wattering Cattel at Mear Tarn.' The award was made in 1735 and Myles Sandys of Graythwaite, esquire and John Fletcher of Holker gentleman were the arbitrators. The water-supply at Scales in the parish of Aldingham has always been a difficult matter, and even at the present time is a very vexed question. The country is a "droughty" land and people have varying prejudices.

The dispute in question was one between certain landowners of Scales and James Goad, the proprietor of Mereside meadow, which contains a "dubb" or small tarn called Mere Tarn. The landowners claimed that in a dry season they had certain rights in the tarn, which James Goad resisted. The rights claimed were:—

Watering their cattle in the said meadow in a dry season when there was no water in the Flash or Dubb belonging to Scales aforesaid, & also Rating their Hemp or Line in the side of the Mere Tarne & cutting sods & Lisk (out of the meadow ground) near the said Tarne & also about taking water for the use of their families out of the water ditch in the said meadow.

The award was largely in favour of the petitioners, though they were warned against doing damage to the meadow land, and it ended with the words:—

Lastly we do order & award that each of the said parties shall pay his & their own costs & That they shall execute to each other Releases when tendered of all & all manner of actions, Debts, Claims & Demands whatsoever from the Beginning of the World till the day of the date of the said Arbitration Bonds.

Two words puzzled me in the award, "Rating" and "Lisk." General Gale pointed out that in the flax-growing districts in the N. of Ireland the technical term for rotting out the pulpy matter from the flax stalks was "retting." That explains the "Rating." According to

the Oxford Dictionary, *lesk* is a variant of the old word *leach*, meaning a slice [of sod for building turf-walls].

Another paper of some interest is the Probate copy of the will of one Elizabeth Pennington, dated in the year 1800. It is interesting as showing the confidence that those in a humbler social sphere had in the "quality folk"; and the consideration in those days that the "quality-folk" extended to their neighbours. This feeling existed strongly in the case of the Bardsea Hall owners from the time of Christopher Wilson, as various clauses in his will reveal, and has continued very markedly to the present day. Mrs. Pennington bequeaths in trust her property to Henry Richmond Gale, Esq. She shows a loving care for her somewhat humble but evidently greatly cherished belongings. A clause in her will runs :—

I bequeath to my daughter Isabella Pennington my best red & white china & my mahoghany Hand-board (wh. were given me by M^r Cottam soon after my marriage) to & for her own use to be delivered to her by my Executor on her attaining the age of twenty-one years. To my daughter Ann Pennington my half dozen silver spoons marked with the letters T.E.P. to & for her own. Also to my son Thomas Pennington my silver Tea-tongs to be delivered to them respectively by my Executor on their respectively attaining their several ages of twenty one years. I give & bequeath all my wearing apparel to & equally between my said two daughters or their issue at the the same time & in such proportions as I have here-in-before directed the rest of my Effects to be paid & delivered to them & I direct my Executor immediately after my decease to take a list or schedule of my said wearing apparel & then to deliver the same (if he thinks proper) with a copy of such schedule to my very good friend and particular acquaintance Elizabeth Langhorne, requesting she will preserve & take care of the same for my children until they attain twenty-one years.

The idea of General Gale scheduling this wearing-apparel and acting for years as the custodian of the red and white china and silver spoons and sugar tongs is

amusing. He died before the completion of the trust, but his widow, Sarah, the beautiful subject of Hoppner's beautiful portrait, faithfully fulfilled the obligation. According to receipts annexed to the Probate copy, Mrs. Gale in Feb., 1817, handed to Ann Pennington the sum of £75 and in Feb. of the following year a like sum to Isabella—the accumulated trust-money of the will. One wonders whether the ever-changing “modes” allowed the wearing-apparel to be of much utility to the girls after the lapse of 17 or 18 years. The term “Hand-board” is new to me. I imagine it was one of those mahogany trays, often with an inlaid centre, that were in vogue in the Hanoverian period.

The last paper that I will mention, though there were many others of local interest, is a list of “bracken rights.” This is headed “Houses with the name of the occupier and owner who have bracken lots upon Birkrigg. They are divided every year, and has [*sic*] been ever since the recollection of the oldest inhabitant—Bardsea 7 Nov., 1854.” That there might be no mistake there was a further list headed:—“Houses and Cottages that have no Bracken lots on Birkrigg.”

Very tenacious in other times were country people of their rights and very scrupulous their neighbours in respecting them. This list refers only to Bardsea. There would be other lists for Great Urswick and Aldingham which also had rights on Birkrigg. In modern times such lists became inoperative. Local sentiment was not strong enough to retain the rights, though comparatively recently there was the beginning of an action for infringement at Ulverston Magistrates' Court, but no one turned up to prosecute. What was everyone's duty was no one's duty, and lists and rights fell into disuse. But in older times they were strenuously insisted upon.

From the two lists it will be gathered that only some habitations had the rights. Those were the oldest, the

ancient holdings, though some of the bracken-less ones seemed to bear the marks of antiquity. There is a curious story that crops up now and again in Great Urswick. In bygone times a member of an old Urswick family owned land and a homestead. The homestead must have been of considerable age, as those who knew it, before the comparatively recent date when it was partially pulled down and rebuilt into a modern residence, speak of its old-time quaintness. Yet it was not old enough to have a bracken lot. But the owner, who farmed, wanted brackens, and though his house did not entitle him to a "lot," he had something across the road at the edge of the Tarn that helped him in his difficulty—the foundations of an old dwelling almost at the water's brink, with one predominant stone. The villagers call it the "homestead stone." *For* this stone, and *by* this stone he claimed his bracken lot—and got it, without dispute or grumbling. Villagers say it is the old homestead stone of the old "Urswick Hall." This could hardly be, as there would not be room, ever, between the roadway and the tarn for the tiniest of "Halls." But it may easily have been an out-building of the old Hall, as the field just across the road is still called "Hall Croft."

There is another curious story about this homestead stone. Lord Richard Cavendish owns the tarn—his family have done so ever since the Dissolution of Furness Abbey. But he does not own an inch of land on its brink. The possession grows and shrinks according to the state of the tarn, whether it be in flood or suffer from a general drought. The story is that when a former owner of the homestead stone, and the cottage across the road, sold his possessions, the tarn was in flood. The question is what was the extent of the property included in his sale? The "ale-house lawyers" argue thus:—He could not sell the homestead stone, as it was submerged and therefore for the time being the property of the then.

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Lord of Holker. When the waters abated after the sale, did he or the new purchaser of his property own it?

Anyhow it is now generally and rightly regarded as the boundary stone of the present owner of the cottage—Mr. Thos. Fisher.