# SIR THOMAS KNYVETT AND HIS NORTH NORFOLK MANORS, 1577-91 By Paul Rutledge, B.A.

Since the publication of the "Knyvett Letters,"<sup>1</sup> Sir Thomas Knyvett of Ashwellthorpe (c. 1539–1618), the grandfather of the Thomas Knyvett of the Letters and the cause of many of his difficulties, has become a more familiar figure. We know him from Dr. Schofield's Introduction<sup>2</sup> as a country knight of good birth and wide culture but of a contentious nature which ensured that finally, in the words of his grandson and heir,<sup>3</sup> he "fell upon unfortunate sutes in lawe, incident to froward olde age." This frowardness, his jealousy, suspicion, and irritability are demonstrated both in his squabble with Lord Hunsdon over the Deputy Lieutenancy in 1588<sup>4</sup> and in a subsequent acrimonious dispute with an old friend, Michael Hare of Stow Bardolph and Brusyard, concerning a sheepcourse in the manor of Colkirk.

It was perhaps Knyvett's loss of fortune and prestige that lay at the back of his persecution mania and the rift between himself and the "rising" Hare family of civil servants, lawyers and merchants, his creditors. His shrinking income and loss of status were not, however, due wholly either to his indulgence in the expensive pastimes of culture and litigation, or to the Ashwellthorpe tradition of lavish hospitality. The sixteenth-century phenomenon of a cataclysmic price-rise was affecting adversely those landowners whose incomes, like Knyvett's, stemmed largely from fixed or only periodically adjustable rents which they were unable to increase as quickly as prices rose. Thus they tended to lose economically especially as compared both with the class of agricultural producers their tenants, who benefited from the fact that agricultural prices rose faster than rents, and with those landowners (of whom the Hares were a notable example)<sup>5</sup> whose incomes were supplemented from an outside source. The rentiers' answer to this dilemma was to attempt to divert excess agricultural profits from their tenants' pockets to their own by making rents liable to more frequent adjustment. This was achieved by converting fixed or long-term tenures such as leasehold and, where possible, copyhold, into short, preferably yearly, tenancies and by scaling up the remaining copyholders' entry fines where they were by custom arbitrary.

The problems facing Sir Thomas Knyvett, the steps he took to meet them, and the way these remedies worked further to his disadvantage, are illustrated in his letters, memoranda, and estate papers, once in the hands of the Antiquary Le Neve and now in various record collections.<sup>6</sup> It is clear that almost from the time of his inheritance on the death of his grandmother, Jane Knyvett, in 1561/62, Knyvett's financial position was giving some concern. This is indicated

both by his efforts to raise money<sup>7</sup> and by a letter of  $1569^8$  in which his brotherin-law Thomas Bromley congratulates him on his decision to husband his land and does not doubt to see him live " in as much worship as any your ancestors that have gone before you."<sup>8</sup>

Knyvett's husbanding of his land in the years between 1577 and 1591 can be examined with reference to his three manors of Colkirk, Gateley, and North Creake, which are particularly well-documented for this period. The manor of Colkirk and the smaller adjoining manor of Cootescroft in Gateley, together with the manor of Thorphall in Creake some eight miles distant, formed a separate outlying portion of territory in N.W. Norfolk, well away from the centre of the estate at Ashwellthorpe near Wymondham. Though Sir Thomas's ancestors, the Thorps, had once divided their attention equally between their northern and their South Norfolk lands, there had been a gradual withdrawal from the north, which Knyvett himself was to complete in 1591 by the sale of these three manors. Moreover, with the decay of the old manor house at Colkirk after the death in 1557 of Jane Knyvett's son-in-law, Serjeant John Walpole of Colkirk, the owners of the estate do not seem to have kept a lodging in the north of the county. It is clear that on the northern manors no land, except possibly the woodland, was kept in hand ; North Creake and Gateley had been leased off en bloc since the fifteenth century,<sup>9</sup> and at Colkirk the demesne was all let off piecemeal.

Because of their territorial separateness and detachability, these three manors—styled alliteratively Colcreake, Northcreake and Gateley—with the advowson of Colkirk and a moiety of that of North Creake, had been settled separately. In 1552 Jane Knyvett had settled them<sup>10</sup> as after her decease on her younger sons, Edmund and William, for life, and only on their deaths were they to return to the main branch of the family in the person of her heir, our Thomas Knyvett. But the effect of the settlement—already modified by Jane Knyvett's will of 6 April 1560—was anticipated by the sale of their life interests from the uncles to the nephew in 1576 and 1577<sup>11</sup>. The additional revenue failed immediately to augment Thomas Knyvett's income, however, for he had already used his reversionary interest therein as security to raise cash ; in 1573–74 he mortgaged these manors and Loveden in Lincolnshire to Hugh Hare of the Inner Temple to pay a pressing debt of £715 owing to John Freston of Altofts in Yorkshire. Two days later the mortgage was increased, and in November 1576 a further, though smaller, mortgage was taken out.<sup>12</sup>

Knyvett, then, was already in some financial difficulty and had recourse to the Hare family to whom, by 1590, he was heavily indebted.<sup>13</sup> His difficulties must have been further increased at this time by a dispute concerning his title to Gateley manor initiated by one Ralf Bourchier alias Bakyn, who presumably based his claim on his descent from John Bourchier Lord Berners, Knyvett's great grandfather, none of whose male issue was in fact legitimate. Knyvett, in a petition for redress outside the scope of the common law,<sup>14</sup> stated that Bourchier had come by the evidence " by casuall meanes " and had moreover taken possession of the premises and was receiving the issues therefrom. The

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vindication of his title necessitated legal action.<sup>15</sup> This can have served only to increase his financial commitments and impel him to take stock of his resources, in particular of his newly-purchased manors.

Of these three manors, Gateley and North Creake were still both leased out, Creake to Henry Mansuer whose family had intermittently farmed the manor since the fifteenth century, 16 and Gateley to Edmund Andrewe, Citizen and Merchant Taylor of London, by assignment of lease from Henry Knyvett of North Creake.<sup>17</sup> Knyvett terminated the Gateley lease in 1577, however, so that here and at Colkirk, at least, he was able to make an attempt to improve his returns. This attempt involved an abrupt reversal of manorial policy. Up to this time the lords of the two manors had continued the ancient habit of granting scraps of demesne land to be held in permanent, even fixed-rent tenures, of leasing land for long terms-in some cases well over seventy years-and even of alienating parts of the demesne, 18 probably in the desperate hope of maintaining their immediate income even while ultimately depleting their resources. Knyvett determined to put a stop to this process, and by the time of his first courts for these two manors on 29 April 1577, 19 he was ready for the first move. The point of attack was land held in pseudo-copyhold tenures of late grant, of a type indefensible at law, which Knyvett therefore, at these first courts, in person and accompanied by his Chief Steward Edward Flowerdew the tenacious and successful lawyer, claimed as demesne land, though he restricted his claim to lands granted out within the last sixty years. That extremely elaborate measures were taken to identify the lands over which the lord's right could be thus reasserted is shown by documents surviving, for some reason, among the muniments of Thomas Buttes of Ryburgh.<sup>20</sup> These refer to Gateley only, but it is practically certain that similar ones were made for Colkirk. First of all. at the first court, the resident tenants and farmers of Gateley manor were put on oath and required to state their titles and if possible authenticate them by written evidence. Unsubstantiated claims were viewed sceptically, often with cause, and all claims were measured against the criterion of the court rolls extending back to the time of Edward I. This busy searching of the rolls revealed, no doubt to the tenants' alarm, other obsolescent rights that the lord might possibly reassert-a relief that the Dean of Norwich customarily forgot to pay, a sheepcourse long ago granted out, and a fishery in the Wensum. In addition the parish was minutely surveyed<sup>21</sup> and the lands described as they lay in their 72 furlongs grouped into three great "precincts." By the next court the list of lands that could safely be claimed as demesne as opposed to customary land was complete and could be summarized. These summaries<sup>22</sup> show to what extent Knyvett succeeded in increasing his manors' potentialities. At Colkirk he almost exactly doubled the acreage of demesne land that could be let from year to year by the addition of 76 acres of pseudo-copyhold land in the hands of eight tenants. At Gateley, there was added to the existing 48 acres of yearly land 61 acres of pseudo-copyhold land. Similarly, as Knyvett asserted, the manorial sheepcourse at Colkirk, granted out in copyhold in 1541, was converted to a yearly tenure and on this assumption the rent was subsequently increased.<sup>23</sup>

Knyvett's refusal to regrant leases as they fell in again had the effect of forcing a yearly tenure on the tenants, whose rents could thus be scaled up as prices rose. At Colkirk and Gateley it was principally the great pasture closes still being created at this time<sup>24</sup> that were leased out, but in 1577 the leases of 169 acres (the bulk of it in the hands of the Townshend family of Testerton) had fallen in, leaving 152 acres at Colkirk and 108 acres at Gateley in long leases that were not to run out during Knyvett's tenure of the manors. Some arable land had also been leased out and Knyvett was able to push up the rent after its conversion in 1577 to a yearly tenure.<sup>25</sup> John Foxe had leased  $16\frac{1}{2}$  acres in Gately for 13s <sup>1</sup>/<sub>2</sub>d. per annum, but after the lease fell in he paid 22s. for the same land, and Christopher Sheringham's rent for his 13<sup>1</sup>/<sub>4</sub> acres was increased from 6s. 8d. to 15s. 6d. when the lease expired. In all, Knyvett on these two manors increased the area of the land whose rent could be adjusted if necessary annually from 123 acres to 420, leaving in a non-yearly tenure only the land let under unexpired leases, an uncertain quantity of freehold land whose dues were fixed, and the ancient copyhold lands, 246 acres in Colkirk and 163 acres in Gateley, of which the fines were nominally "at the lordes plesour," as Knyvett expressed it, but in fact came to be accepted at 5s. the acre.

The effect of these operations is roughly demonstrable. It appears that at Colkirk between 1577 and 1590 it was from the rising rents of lands held in a yearly tenure that the increase of revenue largely stemmed.<sup>27</sup>

	1578	1590
	£ s. d.	£ s. d.
Copyhold rents	 $8 11 11\frac{1}{2}$	9 16 9
Freehold rents	 2 1 11	3 3 9
Leasehold rents	 13 18 7	5 9 1
Rents from yearly lands	 12 14 6	61 6 3
	$f_{37}$ 6 $11\frac{1}{2}$	£79 15 10
		~

Rentals and extents prepared in 1590–91 again illustrate the increasing discrepancy between the fixed rent of land held under an old lease and the rack rents obtained from land let by the year. Whereas yearly arable let at 2s. 6d. the acre and enclosed pasture at 5s., land in lease was still bringing in a shilling an acre or less. The overall increase in the revenue from the two manors may be tabulated :

	COLKIRK		GATELEY		
	Rent	Total Income	Rent	Total Income	
1578	 $f_{37}$ 6 11 $\frac{1}{2}$	£45 0 11			
c. 1585	 ~	~	$f_{23}$ 2 $10\frac{1}{2}$		
1590	 £79 15 10	$f_{103}$ 3 $0\frac{1}{2}$	$\tilde{f}_{28} 11 0 \frac{1}{2}$	$f_{37} 0 1\frac{1}{2}$	
	(" in	provable " to £129	) ~	~ 2	

The discrepancy between rent and total income is accounted for by such items as profits of courts and money from the sale of rents in kind. To the final totals of 1590 the value of the woodland should be added— $\pounds 10$  at Colkirk and 10s. at Gateley. For the earlier dates it is unknown.

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Under the pressure of necessity, then, Knyvett succeeded probably in doubling the income from these two manors in something over a decade. Such an increase presupposes increased vigilence on the part of the lord and his agents ; resources must be accurately tabulated, hence the number of rentals prepared for the two manors in these years. In a memorandum of c. 1585,29 for example, Knyvett noted his intention "To wryght to Barsham to make me a partycular rentall of the 3. manners that I may see what every eman doth pave." The brunt of this vigilence fell of course on the tenants, who were faced with a steep increase in their rents though apparently not with eviction ;<sup>30</sup> there is no suggestion of Knyvett's imparking or attempting demesne farming on these distant manors. In following the law in regarding pseudo-copyhold tenures as tenancies at will, and in refusing to regrant leases he was, moreover, quite within his rights. Nevertheless, the tenants not unnaturally protested, the greatest of them, the owners of the neighbouring manor of Testerton, importuning him the loudest. John Stanley of Testerton first sought the interest of Lady Knyvett for the renewing of his wife's lease and backed up this request with a letter from Thomas Fermour of East Barsham. Knyvett evidently remained unmoved, so Stanley wrote to him direct a letter of bitter complaint directed mainly against his bailiff who " is my enemy and not your friend "; " it is thought in the county that he has gotten as much money from the sale of your woods as you have done."<sup>31</sup> There was also protest even from the smaller tenants; at Colkirk, so the Bailiff's Account of 1578 records, Nicholas Crowe's rent was "at the request of the said Nicholas respited till he can have a talk with the lord of the manor " and 12d. of Simon Dacke's rent was waived until it could be decided if he owed so much.32

When Knyvett was able to turn his attention to his manor at Creake he found that the situation there was somewhat different. Richard Mansuer's lease did not expire before 1585, at which time Knyvett was faced with a choice between persuading him to continue it at a much higher rent, finding another tenant willing to do so, or taking the manor in hand. He sent the bailiff of these three manors, Thomas Barsham of Oxwick, to report, which he did in a pleasant letter now among the Frere MSS.<sup>33</sup> The problem is that of an unsurveyed manor long out in lease to a family of virtually hereditary tenants so that the true value is not easily ascertainable by the lord and his agents. This is how Barsham describes the situation : " I have been at Northcreke with the tenantes and others for the inprovyng of your manour ther and the tenantes abilities ar such that in truth as far as I can lerne [they] be not able to deale for it and as for strangers they will not deale in it except it might be justly sett downe what nomber of acrez they shuld have and where every acre doth lye. I thynke a good surveyer with my helpe could fynd out every acre in the feld. Mr Mansuer hath enclosed serteyn landes amongst hys owne whiche he doth not denye... and although he hath erryed upp the myers it wilbe easy found what landes he hath and the myers to be layd ageyn. Mr Manser heryng that I was in towne came to me and desyred me to wright to youe that he might have it for his mony before anoter, gyving as others wold gyve, wherupon I asked hym what he wold give for it for another yere . . . he said that he wold doble his rent and I said that I had been better offered . . . and then he seid loke what eny other men will gyve he will gyve as moche . . . but that he might have the preferment . . . I think if youe may have  $\pounds 40$  a yere for it it wilbe asmoche as it is worth." Barsham then advises his master "to have a Court yerly at the rentes receyving" because he knew scarcely any of the tenants, "so by that meanes youe maye have a true rentall of the seid manor." He adds in a postscript "I prey youe Sir lett us have a Court at Gately and Colkyrke for many thynges growe out of order for lacke therof. If youe be not provyded of a steward I will desyer some honest man to kepe it for youe. Ther shalbe nothyng graunted before youe be made privye to it." The latter promise was important in view of Knyvett's reversal of the policy of indiscriminate granting. Barsham concludes "I prey God send youe and my good lady long and prosperous lyfe to the pleasure of God with happy returne in to Norffolk amongest the buckes."

But Knyvett had already written off to Richard Mansuer<sup>34</sup> that he was considering taking the manor into his own hand as from Michaelmas next, though he promised to give Mansuer the preference if he decided to regrant the lease. The reason he gives for his desire to end the lease is illuminating;<sup>35</sup> "yt behoveth me therefore Mr M[ansuer to have an] eye unto my owne and that betyme, if I intende to h[ave] any share lefte amonge ye, whos ancesters hade in tymes past the greatest parte, yea well neve the whole, but by neglygence of offycers and the longe contynuence there of in lease yt is now almost reduced into a verye smale rome . . . yea if I take not hould ther of verye quicklye I do doubt that my part will be the least ther ; onlye I shall reteyne perchance ther the name of lorde of the manor."

This sentiment, which shows that Knyvett's interest was more than a merely economic one, echoes his brother-in-law's letter (above, p. 344). It is expressed again in his, and in his grandson's, moves to restore the dormant barony of Berners. In the event, however, Mansuer's lease was renewed, for twenty-one years.<sup>36</sup> Knyvett was presumably persuaded to regrant it by the "consideration" of £65 13s. 4d., a rent in excess of the £40 per annum advocated by Barsham and probably at least three times as much as the old rent. He was also able to exact conditions that he should reserve to himself liberties such as assized rents and the holding of courts, that Mansuer should not plough up any of the ancient sheep-grounds, and that if a survey of the manor revealed that it contained more than 400 acres, then Mansuer should pay 3s. 4d. for each extra acre.<sup>37</sup>

In this way Sir Thomas Knyvett in the years between 1577 and 1591 doubled his income from the three manors of Colkirk, Gateley and North Creake. But his expenses rose perhaps as fast, so that when in 1590 he purchased the reversion of his brother-in-law Sir Thomas Parry's estate in Berkshire he was obliged to sell these manors to raise the money, for as he said "I thought yt a most combersome thing to enter into interest for the gayning of the same."<sup>38</sup> He finally sold Colkirk and Gateley manors to Michael Hare on 8 July 1591<sup>39</sup> for £2,500, and North Creake for £1,300 on 19 June in the same year to the sitting tenant.<sup>40</sup> His decision to sacrifice these outlying Norfolk manors for the Berkshire lands

was, however, doubly unfortunate in outcome since the sale of Colkirk manor involved him in costly litigation with Michael Hare and the Berkshire lands brought his family little but trouble.<sup>41</sup> The sale of Colkirk manor and the subsequent " contension " are worth summarizing since they help to demonstrate something of Knyvett's character and the shifts to which he was being reduced.

The first move once the decision to sell the manors had been taken was the preparation, for Colkirk and Gateley at least, of "particulars." A detailed rental was first of all made out by Barsham the bailiff, which he delivered to Knyvett on 12 January 1590/91. With the details here supplied Knyvett set to work to produce for each of the two manors a "short partycular" designed to demonstrate to the purchaser the "improvability" and desirability of the estate. For instance, the enhanced value when old leases fall in is anticipated : "vet not withstanding" Knyvett declares, "I am contented to departe with thes mannors for 35 yeres purchase, and so are they most rychelye worth." For Colkirk manor there is a first draft and a final copy of these short particulars, so that the process of exaggeration can be traced. In the first only the woodland is noted as assessed after the ancient measurement of 21 foot to the pole, but in the final copy the area of "the most part" of the premises is said to be calculated in this way. Again, in the first draft Knyvett anticipated that after the death of "olde Hollande" his 56 acres of olland would fall in because they were held for life only; in the final copy he laboured the point by describing him as " an aged impotent man who lieth bedred." In a further particular made after Holland's death on 25 February 1590/91, he disingenuously listed " pasture and some errable new broken up, faulne into my hands by the late death of John Hollande beynge as vet unletten (for aught I know). . . ." Similarly, though Barsham's rental showed that the sheepcourse at Colkirk brought in 6s. per annum only, Knyvett in his short particulars listed it at f4 0s. 12d., "well worth 2d a sheep," and represented that "at this present this vs in dyverse mens hands," but that it would shortly fall to the lord.

These last deliberate or unintentional overstatements—both, it is to be noticed, concerning his attempts to regard permanent or quasi-permanent tenures as yearly tenures—involved Knyvett in trouble, especially as he reiterated them during his verbal bargaining with the Hares, who later assured him that " yf upon your wourde we hadd not all taken the thinge so to have benne indeede, the truthe is, we had never concluded the bargayne with you at that price."<sup>42</sup>

Before the sale as we have seen, Knyvett had already been in contact with members of the Hare clan.<sup>43</sup> In a letter of [1592] he pointed out that he had at various times borrowed and repaid "great somes" from them "as thankfullye and with as fewe wordes as any that thay have delt withall" and entreated, moreover, "let me contynew yet a whill your debtes." Michael Hare eventually agreed to purchase the two manors and "offred to Sir Thomas Knyvett 28 hundred poundes and after Mr Hare perceyving that Sir Thomas Knyvett was streyted in payment for his purchase [of the Berkshire lands] he fledd from that offer and in the end Sir Thomas was constreved to sell them for 25 hundred

poundes." It is again eloquent of Knyvett's necessity that seven days after the sale he had already demanded and received installments totalling £880 of the purchase price from the Hares.<sup>44</sup>

There the matter might have ended had Hare, knowing his man perhaps. not taken precautions. Before he purchased, he persuaded "a frynde of his " and also Barsham the bailiff to supply him with other "particulars" and he had also the advantage of the local knowledge of his nephew, Nicholas Timperley of Hintlesham, who was at this time living close by the manor of Colkirk, probably with his wife's relations at Testerton. He then guarded himself against bad faith on Knyvett's part by forcing him by the threat of giving over the purchase to enter into covenants, first that Knyvett should surrender to him all the "evidences" of the two manors, and secondly that "ther was one shepes course in the fields of the savd lands of 400 shepe . . . at the tyme of the savle graunted owt by copie of court rolle . . . but yet not of so longe contynuance by that the savd Mr Hare might in law resume the same and use vt vf he so pleased," and that if this was untrue Knyvett should pay him  $f_{100}$ . The covenant was duly sealed when the land passed to Hare on 8 July 1591, though Knyvett later claimed that it was invalidated by being "mystaken in the ingrossing." Knyvett also later stated that Hare had a bond of his for  $f_{2,000}$ that he meant to use against him.

Hare was in a strong position, therefore, when he entered into his purchase and found that he was unable to reverse the copyholds by which Holland's lands and the sheep course were held. The tenants, members of the Holland and Barsham families, were established minor gentry whom it would be difficult to dislodge. Hare expressed his dissatisfaction in two letters written to Knyvett in May 1592, the earlier of which is lost.<sup>45</sup> He complains of Knyvett's failure to answer his letters and rejects Knyvett's verbal message that only part of the foldcourse was not resumable and for that he would compensate him proportionately, and that as for Hollands lands he had made no promise to justify his "particular" and would not assist Hare in instituting proceedings to oust Holland. Hare concludes indignantly "my truste is that you wyll have better consideracon of your wourde and credicte then to offer such measure to me, who have hetherto dealte justly and trewly with you, or to inforce me to seeke my righte by extremitye of lawe, which I woulde not willingly offer to anye man, and espetially to you at whose hands I have allwayes hoped to receyve more uprighte dealinge then so. . . . Thus trustinge to receyve from you shortelye eyther monye or wourds to my lykinge, wyth my right hartye commendacons I take my leave."

Knyvett's reply survives in an undated draft addressed to Michael Hare or his brother, a rambling, part-conciliatory, part-justificatory, and occasionally acrimonious document. He complains of Hare's tone "the sharpnes of which made me not a lyttel muse, your roundnes of speche, your quicke spede in enterynge into the manner, your quick demanding of the evidence as you sayd and your hastye request to appoynt me to seale a dede of feoffment made me imageyne that yt could not procede from you, but if it ded, I sayd unto my

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selfe that you were much altered from that you were." Knyvett was also evidently nettled by Hare's intention of obtaining a final concord to secure his title against him. He goes on to plead his "urgent occasions" as an excuse for not having kept in touch with Hare and reminds him "you have (as men commenlye saye) Bayerde [Bayard] in the stable, you have assuerance of as much as is more worth then 5. tymes your some." Then follow pleas and threats ; " use me, Mr Hare, I prave you, with that frendship that here to fore you have donne. Let us contynew in love thoughe I paye for it. Hinder not me and I will further you to my best indevur before I will hinder you or yours. One night no worme so weake or voyde of revenge but vf you tread one him he will bende his best force," as Knyvett promises to do if Hare " seke me with extremite." He ends with a jibe<sup>46</sup>-" let me contynew yet a whill your debtes and I will both paye you well and requit you and think not better of a townesman whom you never delt with all as you have donne with me, for whom and for whos payments I know that you make all this great hast. You shall finde in the ende that I shalbe. I hope, as able to pleasure you and wilbe as rydye to do you good as he though he seme to make some greater shewe thereof."

Matters were not patched up after this ; the next we hear is that Hare had sued Knyvett in the London Guildhall "not geving me any fryndlye knowleg theref, and brought me to the exegent before that I had any understanding of the sute, beyng never in my life sued before." Knyvett in reply had recourse to Chancery<sup>47</sup> to compel Hare either to surrender to him the "evidences" of Colkirk manor on which to base his defence or else to declare his own knowledge of the matter. Hare had meanwhile brought in the Court of Common Pleas an Action of Covenant against him, which, however, "he was inforced to discontynue," on which he brought in an Action of Debt grounded upon the same covenant. At this point we find Knyvett interceding for the interest of some unknown person;<sup>48</sup> "And for that I doubt [fear] by his [Hare's] hard manner of dealing with me that he will procede this terme to judgment, I am to become an humble suter unto my Lord Chefe Justice of the Commen Place that yt wold please him to make some stave this terme of the judgement. . . . And for that I am utterlye unknowne unto my sayd Lorde and therfore owt of all hope to prevayle with him in my owne name, I am in all ernest sort to intreat your good honour to direct a few lynes unto my sayd Lorde in my behalfe desvering him to stave judgment this terme, untill the evidence may be perused. . . ."

The case was duly deferred till the next law term, and subsequently (so it appears) assigned to be heard at Norwich. The last document in the Colkirk folder of the Frere MSS. is a list of "The names of such as have bynne deposed betwene me and Mr Mychell Hare at the cyttye of Norwich the 14: of Januarye 1595 touching a foldcourse in the manner of Colcreke." The witnesses were local men, manorial tenants and Knyvett's servants and friends ; Henry Harvy the aged blacksmith at Colkirk, Thomas Barsham the bailiff, William Barsham, John Goodwynne and Knyvett's kinsmen, Thomas Hunne and Martin Sedley of Morley.

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The final outcome of this tussle is not recorded in the Frere MSS. Whatever it was, it was probably of small benefit to Sir Thomas Knyvett who yet lived on another twenty years into extreme old age, leaving to his grandson a dwindled and heavily encumbered inheritance, his husbandry unavailing and his ancestral glories unrestored.

<sup>1</sup>Norfolk Record Society, Vol. XX, 1949. Ed. Bertram Schofield, Ph.D.

<sup>A</sup>Norfock Record Society, Vol. Art, 1010, 2011 <sup>3</sup>ibid., p. 15-50. <sup>3</sup>ibid., p. 27. <sup>4</sup>ibid., p. 18. <sup>5</sup>This point is made by Prcf. Hugh Trevor-Roper in his pamphlet "The Gentry 1540–1640." <sup>6</sup>B.M. Gawdy MSS.—Add. MSS. 2395 sqq—includes much correspondence ; other papers are filed among the Frere MSS. in Garsett House.

MSS. In Garsett House.
 <sup>\*</sup>infra, n.13.
 <sup>\*</sup>Add, MS. 2405. I quote from Walter Rye's MS. calendar in the Central Library, Norwich.
 <sup>\*</sup>Bailiffs' Accounts; Garsett House (G1 (1)), Frere MSS. ibid. in K9 (A) (Gateley) and K5 (C) (Creake). Leases;
 Norwich Centra<sup>1</sup> Library 2793/3C2, 2794/3C2, NRS 7471, and Bodleian Charters 118 and 119.
 <sup>10</sup>Fine Mich. 6 Edw. VI. Copy in Frere MSS. K5 (C) (Creake).
 <sup>11</sup>Garsett House G1 (1) and Frere MSS K9 (A) (Colkirk).

<sup>11</sup>Garsett House G1 (1) and Frere MSS K9 (A) (Colkirk).
 <sup>13</sup>Garsett House G1 (1).
 <sup>13</sup>He had borrowed of both Ralf and Hugh Hare by 1569—Add. MS. 2404 and Collins' Baronies by Writ, p. 348.
 <sup>14</sup>See draft in Frere MSS. K9 (A) (Gateley).
 <sup>15</sup>ibid., letter to Knyvett from Hugh Hare, 7 July 1576. Hare was acting as Knyvett's legal adviser as well as a financial agent at this time. Bourchier's usurpation seems to have been retaliatory, for Knyvett had seven years previously instituted proceedings to oust him from his manor of Haughton, Staffs—see ref. in Bromley's letter, Add. MS. 2405, and also Chancery Proc. Bundle 106, No. 70.
 <sup>16</sup>See Frere MSS. K5 (C) (Creake), and Norwich Central Library 2793/3C2, and 2794/3C2.
 <sup>17</sup>Norwich Central Library NRS 7471/23C4.
 <sup>18</sup>This is made clear by rentals and draft court rolls in Frere MSS. K9 (A) (Colkirk and Gateley) and by B.M. Add

<sup>18</sup>This is made clear by rentals and draft court rolls in Frere MSS. K9 (A) (Colkirk and Gateley) and by B.M. Add. MS. 39224, ff. 37–50. <sup>19</sup>Frere MSS., ibid. <sup>20</sup>Add. MS. 39224.

<sup>21</sup>ibid., incomplete

<sup>22</sup>Frere MSS., K9 (A) (Colkirk and Gateley). 23ibid.

24ibid.

In a memo. of c. 1593 Knyvett mentions "Gognes pastures now enclosed and then [1541] lyeng open." 25ibid.

<sup>26</sup>ibid., rental of 1590/1

<sup>27</sup>ibid., Colkirk—bailiff's account and rental.

28ibid.

<sup>29</sup>ibid., K5 (C) (Creake).

<sup>30</sup>In Gateley there were about twelve tenants in the fifteenth century and there were still twelve in 1590; at Colkirk the number decreased over the same period from about thirty to twenty-three, but the decrease was due, not to the <sup>a1</sup>Add. MSS. <sup>2417</sup>, 2772, 2785.
 <sup>a3</sup>Frere MSS. K9 (A), (Colkirk).
 <sup>a3</sup>bidd, K12 (A) (Creake)—dated from Oxwick, 20 July 1585. Barsham was the head of a family that was extending

its lands and influence in Colkits and Oxwick all the sixteenth century, a process culminating when he purchased Oxwick manor. Besides acting as Knyvett's bailiff he served as steward for the Townshend manor of Pattesley. He died in 1608. <sup>34</sup>Draft dated 12 July 1585 from Westminster-now among the Frere MSS., K12 (A) (Creake) and badly damaged.

<sup>35</sup>Words between brackets are conjectural.

<sup>3\*</sup>Words between brackets are conjectural.
 <sup>3\*</sup>IB March 1585–86, term as from last Michaelmas. Garsett House G1 (1).
 <sup>3\*</sup>Memo, in Frere MSS, K12 (A) (Creake).
 <sup>3\*</sup>Unless otherwise stated, the authority for the ensuing statements is to be found in Knyvett's memoranda and letter drafts in the Frere MSS. K9 (A) (Colkirk).
 <sup>3\*</sup>Frere MSS, K9 (A) (Gateley).

<sup>4</sup><sup>o</sup>Norwich Central Library MS., 2795/3C2.

<sup>44</sup>Knyvett Letters, pp. 18, 24, etc. <sup>42</sup>Add. MS. 2443, printed in G. A. Carthew's "Hundred of Launditch," Part II, p. 653—25 May 1592.

<sup>44</sup>B.M. Gawdy MSS 9.1559 and Add. MS. 2436. Both were catalogued by Walter Rye (MS. calendars in Norwich Central Library), and the latter is printed by Carthew, op. cit. <sup>45</sup>See n. 42.

<sup>44</sup>Possible at one of the sons of John Hare of London, Michael Hare's kinsmen, who had just completed their costly new house at Stow Bardolph—see Blomefield's *Norfolk*, Vol. VII, p. 441 (1807 edn.).
<sup>47</sup>Chancery files K.k.3/24.

<sup>48</sup>Letter draft in Frere MSS. dated from Ashwellthorpe 24 Jan. 1593 [?-4] with accompanying "artycles."