

# Non-Manorialism in Medieval Cornwall

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## I

THE almost infinite variety of manorial structures to be found in medieval England is a commonplace, and it is equally well known that even in the most highly manorialized regions there were frequent deviations from the so-called classical manor, with its large demesne, predominance of villein land, and ample supplies of compulsory labour. Nevertheless, despite the manifold variations and departures from the classical manor, over most of thirteenth- and early fourteenth-century England the essential elements of manorialism and rural feudalism are clearly perceptible.<sup>1</sup> Yet for a small number of regions one might argue that rural conditions differed so widely and in so many fundamental respects from the accepted norm that they should not be called 'manorialized'. Of course any definition of the elements essential to manorialism, and their relative proportions, must be open to criticism; but however loose the definition, the structure of the seventeen Cornish manors of the Earldom and later the Duchy of Cornwall is likely to contravene more than one of its premises. At the turn of the thirteenth century, when records of these manors commence, there was no direct exploitation of demesnes and little to suggest that such exploitation had ever been of great importance.<sup>2</sup> There were no open fields and no indication that they had ever existed,<sup>3</sup> and there were no common pastures. Furthermore, and perhaps most significant of all, instead of the customary division of tenants into free, villein, and cottar, Duchy tenants were divided into free, conventional, and villein (*nativi de stipite*). In fact, the bulk of the Duchy's tenantry held land by conventional tenure, which did not mean hereditary tenure and rents and obligations regulated by custom, but a seven-year

<sup>1</sup> G. C. Homans, *English Villagers of the Thirteenth Century*, 1942, p. 55; E. A. Kosminsky, *Studies in the Agrarian History of England in the Thirteenth Century*, 1956, pp. 69, 87. For a recent discussion by Professor Postan, see M. M. Postan, ed., *The Cambridge Economic History of Europe*, 1, 2nd edn, 1966, pp. 575-81.

<sup>2</sup> Some small scale arable demesne farming is in evidence in the earliest manorial account of 1287-8 on the manors of Helstone-in-Triggshire and Calstock, but by the time of the next available account some nine years later it had ceased (*cf.* P.R.O., SC6/816/9 and P.R.O., E119/1). A final ill-fated attempt to reintroduce demesne farming using the Old Deer Park of Helstone-in-Triggshire was made in 1335-6, but high winds and torrential rains ruined the harvest.—P.R.O., SC6/1094/14.

<sup>3</sup> The open fields whose existence has been firmly established in medieval Cornwall invariably appear to have been the result of unusual circumstances; the most frequently encountered are the open fields of a number of boroughs. There is no standard work on the open fields in Cornwall, but see Charles Henderson, *Essays in Cornish History*, 1935, p. 67; W. G. V. Balchin, *The Making of the English Landscape. 2: Cornwall*, 1954, pp. 46-7; H. L. Gray, *English Field Systems*, 1915, pp. 263-6; R. R. Rawson, 'The Open Field in Flintshire, Devonshire, and Cornwall', *Econ. Hist. Rev.*, 2nd ser., VI, 1953.

lease at a free market rent with negligible services and no renewal as of right.

The seventeen manors which the Duchy of Cornwall retained under direct control in Cornwall were termed either *antiqua maneria*, because they had all formed part of the Earldom of Cornwall before it had been made into a duchy in 1337, or assessionable manors, because the bulk of their land was subject to periodic leasing called assessions. These seventeen manors were well distributed throughout the county: in the south-east lay Trematon, Calstock, Climsland, Rillaton, and Liskeard; in the north-east Tintagel, Helstone-in-Triggshire, and Penmayne; in central Cornwall Talskiddy, Restormel, Penlyne, Penkneth, Tewington, and Tybesta; and in the west Tywarnhaile, Moresk, and Helston-in-Kirrier.

*Conventionarii* were by no means limited to Duchy manors. A glance through the collections of Cornish manorial documents in the Public Record Office or the Cornwall County Record Office is sufficient to show how widespread was tenure *per conventionam* throughout the county in the later middle ages; it even existed in some regions of Devon.<sup>1</sup> Nevertheless, it would be premature to suggest that the detailed conditions of tenure on Duchy manors were paralleled elsewhere.

When the Duchy was founded in 1337 there were approximately 800 conventionaries on the seventeen manors, three times as many as the number of free tenants and more than ten times the number of villeins; furthermore conventional rents at this time were in aggregate more than six times as great as the combined free and villein rents. Thus, we can see that the *conventionarii* were not merely a small group of *adventitii* or the farmers of parcels of demesne, but by far the most important category of tenants on the Cornish manors of the Duchy in the later middle ages. The significance of free tenure should not be underestimated, however, and lands held in freehold, both in socage and serjeanty, constituted more than a third of all lands on Duchy manors; indeed upon some manors, such as Tewington and Helstone-in-Triggshire, freehold lands were more extensive than customary lands. Most free tenants held in socage, the conditions of which included the payment of a money rent, the rendering of suit to the manorial court, and the swearing of fealty to the Duke; in addition a relief of 12s. 6d. per Cornish acre was owed upon death.<sup>2</sup> The rents of free tenures were in general extremely low: as little as 2s. or 3s. was often payable for a holding comprising 60 acres or more, whilst some free tenants held vast amounts of land for purely token rents. In contrast good conventional land rarely fetched less than 3d. per acre and could realise as much as 1s. 3d. per acre.

<sup>1</sup> H. P. R. Finberg, *Tavistock Abbey*, Cambridge, 1951, pp. 249-52; W. G. Hoskins, *Devon*, 1954, p. 90.

<sup>2</sup> The Cornish acre was a measure of indeterminate extent, but it seems generally to have been approximately equal to 40-60 statute English acres, depending upon the fertility of the soil.

Although this is not the place for a detailed discussion of agrarian systems and farming practices on Duchy manors, some general statements should perhaps be made, in the light of the limited knowledge of medieval Cornish agriculture at large. In the absence of open fields the land (*terra*) of each manor, as opposed to the waste (*terra vasta*), was for the most part divided into compact individually enclosed holdings, or groups of holdings enclosed together. A system of convertible husbandry or ley farming appears to have been widely adopted, by which the holdings of *terra* were split into interchangeable units, each unit bearing corn for a number of years, probably enjoying a regular rotation of crops, and serving as good quality pasture when lying fallow. Unfortunately, sufficient evidence does not exist to support firm conclusions on the length of the ley and the period of cropping; nevertheless although the soil, relief, climate, and rainfall of Cornwall would lead one to expect an overwhelming preponderance of pastoral husbandry throughout the county, it appears that high levels of demand for foodstuffs from the important non-agrarian sectors of the Cornish economy, in particular mining, fishing, and seafaring, encouraged arable farming.<sup>1</sup> Inventories and court rolls suggest that corn growing was widespread and of great importance. Finally there were no commons; all land not held in freehold or villein tenure was subject to leasings under the conventional system. In contrast to the *terra*, waste usually lay open, serving as rough pasture, and although in the first half of the fourteenth century some was drawn into arable cultivation for short periods this practice declined sharply in importance after the Black Death.<sup>2</sup>

## II

The basis of conventional tenure, which could be either free or unfree in status, was a contract made between the Duchy and its tenant, the Duchy agreeing to demise, for example, a holding of land, and the tenant agreeing to pay a sum of money and be liable for certain specified dues and services. It was the normal practice of the Duchy to make leases *en bloc* at a court of assession, held on each of the manors every seven years a few months before the leases then in force were due to expire.<sup>3</sup> The cost of the lease was made up primarily of a rent and a fine called an assession fine, both of which were freely variable

<sup>1</sup> Discussed in detail in John Hatcher, 'A Diversified Economy: Later Medieval Cornwall', *Econ. Hist. Rev.*, 2nd ser., XXII, no. 2, 1969.

<sup>2</sup> The periodic cultivation of even the poorest soils, which has long been accepted as an essential feature of medieval Cornish agriculture, is not borne out by the evidence of the assessionable manors. The records of these manors demonstrate that the regular use of waste land as arable was extremely limited and confined to the period of intense population pressure before the Black Death. Such land brought in from the waste for arable cultivation was termed *bacticum*, and was usually farmed for terms ranging from 2-5 years.

<sup>3</sup> In the mid-fifteenth century many leases were made for 14- and 21-year periods, but by the accession of Henry VII the seven-year lease had become once again the only term.

according to what officials of the Duchy and potential tenants thought the leases were worth. In practice rents invariably remained fixed whilst changes in demand were reflected in adjustments to fines.<sup>1</sup> But the fines themselves very much resembled rents as they were payable in instalments over the first six years of the seven-year *conventio*.<sup>2</sup>

Conventional leases ran from Michaelmas to Michaelmas, and a few months before that Michaelmas in which they were due to expire a commission of assessorers would be appointed to create new leases. The assessorers, often four or five in number, frequently included the receiver and the steward of the Cornish estates of the Duchy, the auditors of the ministers' accounts, and a senior official, such as the receiver-general or the steward-in-chief of all the estates of the Duchy.<sup>3</sup> Permission was usually given for a quorum to be formed from within those appointed, but it was invariably stipulated that one or other of the more senior officials should always be present. Each manor was visited in turn and all persons wishing to take leases had to attend the court of assessor held on their manor in person. If a tenant did not attend to renew his lease he could lose his holding by default.<sup>4</sup> But if a tenant had a good excuse, such as sickness, for failing to appear at the court of assessor, then another might be given authority to act as his attorney.<sup>5</sup> On the other hand conventional tenants were completely free to relinquish holdings at the assessor if they so desired.<sup>6</sup> Leases could be taken up by women, and many who did so were the widows of previous tenants.<sup>7</sup> Leases taken jointly by two, three, or even more persons were not uncommon.<sup>8</sup>

To ensure the suitability and credit-worthiness of persons wishing to take up a conventional lease for the first time each potential tenant was subjected to

<sup>1</sup> Of course when a holding or mill was not burdened with a fine, as was sometimes the case, then rents had to be adjusted.

<sup>2</sup> With the exception of the first two assessorings (1333 and 1340) when assessor fines were made payable over three years and four years respectively.

<sup>3</sup> Many appointments are contained in the preambles of the assessor rolls themselves, but see also *Registers of Edward the Black Prince, B.P.R.*, 1930-3, I, p. 64; II, pp. 91, 205; *Calendar of Patent Rolls, 1422-29*, p. 423.

<sup>4</sup> Assessor rolls do not normally record the reason for holdings changing hands, but we are told that Henry of Tywarnhaile lost his holding on the manor of Tywarnhaile in 1333 for failing to attend the court of assessor.—Duchy of Cornwall Office [D.C.O.], 471.

<sup>5</sup> For example, William Geel of Calstock took lands for Edward Lowys in 1333 and 1340 because Edward was infirm.—D.C.O., 471; P.R.O., SC11, Roll 153; and Sarah, wife of Milo de Tregora, took the lands of her husband as he was ill at the time of the assessor in 1333.—D.C.O., 471, Moresk.

<sup>6</sup> There are a few isolated instances of compulsion being used to force tenants to hold conventional land in the years immediately after the Black Death, but these are exceptional.

<sup>7</sup> Many examples of female lessees could be given. Women often held lands for a considerable length of time, renewing leases when they expired. The land they leased was not always of modest dimensions, and Alice Stere held one of the most significant groupings of conventional land on Helstone-in-Triggshire manor in 1504.—D.C.O., 483.

<sup>8</sup> Waste land was often leased and shared by a group of tenants, but similar arrangements for holdings of *terra* were by no means uncommon.

careful scrutiny: the assessioners were frequently enjoined to grant leases only to 'proper and sufficient persons'. How many potential lessees were turned away by Duchy officials we cannot know, but we are told, for example, that John Harebeare was refused a lease on Calstock manor in 1333 because nothing was known about him.<sup>1</sup> It was common practice for two pledges to stand surety for each conventional tenant before a lease was granted and assume responsibility for the debts of that tenant if he had insufficient capital to pay them himself or if he fled the manor owing money to the Duchy. If the payments due from a tenant were in arrear for more than a month and "sufficient distress" could not be found then the Duchy could evict the tenant from his holding and lease it to another. In the period before the Black Death, whilst the regular assession system was in its infancy, the homage of the manor appears to have played a major part in the acceptance of new tenants, and a number of holdings at this time were filled by persons who were elected to take them by the homage.<sup>2</sup> On occasion the officials of the Duchy refused to grant renewals of leases on the grounds of the misbehaviour or incapacity of tenants. For example, at Climsland in 1333 John Lobeck was granted a lease to a holding which Walter de Leye *minus sufficiens adhuc tenet*, and John Byle took a holding which Richard Putte had held *impotens*.<sup>3</sup>

It is evident that the rights of conventional tenants did not extend beyond the life of their leases, and that sitting tenants could not demand a renewal of their leases as of right. Generally, however, a first option does appear to have been given to the tenant in possession to renew his lease at a rent and assession fine as great as any other potential tenant was willing to offer, but such an option depended upon the sufferance of the Duchy assessioners and not upon any customary right, as was to be frequently demonstrated in the later middle ages. The right of the Duchy to grant leases to whomsoever it wished is constantly stressed, and the exercise of this right is conveniently illustrated by an instruction sent to the auditors of the ministers' accounts of the Cornish estates by the council of the Black Prince in 1357, which directed them to let William Romsey atte Dunrewe have at the next assession the lands held by Roger Vicaire in conventional tenure.<sup>4</sup> Nevertheless, whilst this grant categorically denies Roger Vicaire any renewal of his lease it also emphasizes the strength of his existing contract, for he could not be evicted within its term despite the fact that the auditors had not heeded a similar directive made on William Romsey's behalf before the assession of 1356.<sup>5</sup>

The refusal to pay the current market price for a conventional holding

<sup>1</sup> D.C.O., 471, Calstock.

<sup>2</sup> See, for example, D.C.O., 471, Tintagel, Moresk; P.R.O., SC11, Roll 153, Climsland.

<sup>3</sup> D.C.O., 471, Climsland.

<sup>4</sup> B.P.R., II, pp. 113-14.

<sup>5</sup> B.P.R., II, p. 65. For a further example see also p. 67.

normally meant eviction, and a large number of holdings must have changed hands at assessions because sitting tenants were unable or unwilling to match the values put upon their holdings by rivals. Of such occurrences that which took place at the assession of 1364 on Tewington manor may be taken as typical: John de Nansmelyn went to this assession to renew his lease on a messuage and 11 acres in Nansmelyn, for which in the previous assession of 1356 he had paid a fine of 20s.; but John Jordon also came to the assession and offered a fine of 33s. 4d. for this holding, which John de Nansmelyn refused to equal, and so lost possession.<sup>1</sup> This feature of conventional tenure contrasts most strongly with the attitudes and practices concerning landholding prevailing in most regions of medieval England, where there was a strong sentiment against alienation and in favour of continuity, notwithstanding the alienation by villeins which has been shown to have been much more common than historians once thought,<sup>2</sup> and the ability of lords to evict tenants who were unable or who refused to pay their rents or perform their services. It would be true to say that throughout England the holders of customary land were invariably secure in tenure, and holdings descended to heirs within the same family usually intact and via the eldest son. On Duchy manors, however, a high proportion of holdings changed hands every seven years in the fourteenth century: for example, less than half the conventional holdings on western and central manors remained in the hands of the same tenants from 1337 to 1348, whilst on eastern manors more than a third changed hands. Such a rapid turnover may well have had some deleterious effects upon the state of repair of holdings and the care with which they were farmed, and no doubt the Duchy was anxious that tenants should renew their leases, as long as no financial loss was incurred.

Although the rents<sup>3</sup> of conventional leases were freely variable according to the interplay of market forces, and as a general rule tenants had to pay the full market rate or forfeit their lands, the Duchy on occasion made allowances for the disabilities of tenants and acted with compassion towards them, reducing their assession fines or allowing them to remain stable whilst others were rising, on account of their tenants' old age, sickness, or poverty.<sup>4</sup> But it was an exception when Richard Russell of Tintagel in 1371 successfully contrived to obtain a reduction in the annual rent of his holding from 11s. to 10s. by claiming that it had been only 5s. at the time of Queen Isabella some 40 years before.<sup>5</sup>

<sup>1</sup> D.C.O., 473, Tewington.

<sup>2</sup> *Carte Nativorum*, ed. C. N. L. Brooke and M. M. Postan, Northants. Rec. Soc., xx, 1960.

<sup>3</sup> 'Rents' in this context means the total annual money payment for land including both annual rent and assession fine.

<sup>4</sup> For example, D.C.O., 473, Climsland, in which Nicholas Midwinter did not have the fine on his holding increased, "because of his age, poverty, and infirmity."

<sup>5</sup> P.R.O., E306/2/2 or D.C.O., 475, Tintagel. The earliest record we have of this holding (1331: P.R.O., E142/41) gives the annual rent as 6s. 6d. plus 3s. 6d. new increment.

All demises and transfers of conventional lands and properties by tenants within the duration of their leases had to be licensed by the manorial courts, and this regulation was stressed in the commissions to the assessors throughout the middle ages. If a tenant wished to surrender his holding before his lease expired he had first to find another person who would undertake to lease it for the rest of the assessional period upon the same terms as it had previously been leased; and this person had to be acceptable to the Duchy. Upon the licensed transfer of such a holding a small fine, usually one shilling or 8d., was payable by the incoming tenant and the transfer was duly recorded in the manorial court. Tenants did not always want to relinquish complete holdings, and many instances of half or even quarter holdings changing hands are recorded. Often tenants wanted to grant short-term leases of portions of the lands they held from the Duchy to other persons; these transactions also required a license for which a nominal fine of 2d. or 3d. was levied, although complete responsibility for the payment of rents and fines to the Duchy still remained with the original tenant. Certain tenants, by virtue of the large amounts of land they leased from the Duchy, obtained special dispensation to sub-let without recourse to the manorial court, but even they could not dispose of the complete holdings without having first obtained permission.<sup>1</sup>

The extreme flexibility of conventional tenure meant that the relative numbers of free and unfree conventionaries could fluctuate considerably from one assession to another. Conventional land invariably assumed the status of its tenant, and by the close of the fourteenth century most holdings had been held in both free and unfree conventional tenure; but the holdings of the *nativi de stipite* were kept distinct from conventional holdings.

### III

No mention is made of any exceptional forms of tenure in Domesday Cornwall. Apart from the 40 *cervisarii* of Helston-in-Kirrier, all tenants were divided into the conventional *servi*, *bordarii*, and *villani*, although these categories may well have disguised marked variations in status. The assession system as it existed when the Duchy was founded in 1337 was very much in its infancy, and at least from the earliest manorial account of 1287-8<sup>2</sup> until 1333, the tenants of the assessable manors were divided into only three categories: free, conventional, and villein. It was not until the regular system of assessions was instituted in 1333 that conventional tenants could be either free or unfree. From the rather unsatisfactory documentation of the period before

<sup>1</sup> See, for example, the terms of the leases granted to William Jagow of Tybesta manor (D.C.O., 467), Henry Gartha of Liskeard manor (D.C.O., 478), and John Trewyk of Helston-in-Kirrier manor (P.R.O., E306/2/3).

<sup>2</sup> P.R.O., SC6/816/9.

1333 it is possible to glean only a few details of prevailing conditions of tenure, and these appear to have accorded much more closely with conditions ruling elsewhere in England than those instituted in 1333. The *villani* appear to have held land on very similar terms to the *nativi de stipite* of the post-assession period, having hereditary titles at fixed rents, owing all their goods and chattels to their lord on death, and paying an entry fine on inheritance.<sup>1</sup> The conventionaries were all free and held their lands by leases of apparently indeterminate length,<sup>2</sup> which were renewed on a rather haphazard basis for nominal fines. Only when a conventional holding changed hands was a fine of any consequence charged. Upon the death of a conventional tenant his estate appears to have been charged with either a heriot or a relief, the incoming tenant paying a fine for the right to enter into the holding.

Conventional tenures had apparently existed in name at least for many years previous to our first record of them in 1288, yet the failure to effect any significant reassessment in their rents to bring them into line with changes in their value for at least forty years before the estates of the Earldom passed into the hands of Edward III in 1330 belied their true nature. Eventually, however, in response to intense and mounting pressure on the land in the generation before the Black Death, it was decided to turn the potentially flexible qualities of these tenures to the lord's advantage by creating short-term leases subject to frequent revision of rents. The preamble of the first assession roll, made in 1333 during John of Eltham's tenure of the estates, sheds much light on the economic characteristics of this period and upon the reasoning of those who were commissioned to create new conventional leases.<sup>3</sup> We are told that the leases in force in the spring of 1333 were all due to expire the following Michaelmas, and that the Earl "without doing wrong to anyone could take the lands into his own hands again and make his profit thereof, which might perhaps turn to the injury and damage of the said tenants," and yet "if the tenants are willing to pay according to the true valuation of the lands then the Earl is prepared that new contracts might be enacted upon such terms as might be agreed between the tenants and the assessioners." The assessioners were instructed to lease the lands "for the term of life, lives or years to such as would give most." After an appraisal of the land market in Cornwall at this time the assessioners decided to lease the conventional lands for only seven years, the short leases giving the lord opportunity to re-assess their values at frequent intervals.

<sup>1</sup> The main source of information on conditions of tenure prevailing in the pre-Duchy period are the abbreviated records of court proceedings contained in the ministers' accounts (P.R.O., SC6/811/1 *et seq.*).

<sup>2</sup> The demise of land to Paschasio de Nansmleyn for a 10-year term in 1296-7 appears to have been exceptional.—P.R.O., E119/1, Tewington; L. M. Midgley, *Ministers' Accounts of the Earldom of Cornwall, 1296-7*, Camden Society, 3rd ser., LXVI, 1942, p. 244.

<sup>3</sup> D.C.O., 471.

## IV

The *nativi de stipite*, or neifs by birth, formed a category of tenants distinct from the conventional and free tenants of the assessionable manors, and they resembled in many respects the typical English villeins of this time. They were tied to their lands, which they held by inheritance, were not subject to the periodic assessions of the conventional tenants, and their rents were fixed. Under the Duchy the *nativi de stipite* never comprised more than 10 per cent of the tenantry, and their distribution throughout the Cornish manors was irregular. They were, however, found in greater numbers in the east. As the rents of the *nativi* were fixed, a period of rising demand for land which led to increases in the prices of conventional lands, such as those which occurred on the assessionable manors in the decades before the Black Death, could create marked differences in the relative rent levels of lands held by conventionaries and lands held by *nativi*. The sole means of effecting some adjustment to the price of villein lands rested in the right of the lord to tallage them at will, a right which, with the advent of the regular system of assessions in 1333, resolved itself into the imposition of a certain sum for tallage every seven years. With each assession after 1347 regardless of movements in demand for land the amounts of tallage levied on villein lands were slowly but steadily increased, until by the beginning of the fifteenth century the differences in the prices of comparable villein and conventional lands had become much less marked.<sup>1</sup>

The numbers of *nativi de stipite* were bound to decline in the course of time as lines of succession died out, since it was the policy of the Duchy not to create new tenancies of this type. The Black Death of 1348-9 gave a great boost to this inevitable process, as the unprecedented mortality caused whole families to be wiped out within the space of a few months. The results of the plague are plain to see: for example on Climsland manor in 1347 there were 19 *nativi de stipite*,<sup>2</sup> by 1356 this total had fallen to 13,<sup>3</sup> and by 1364 to 12 and one of these, Desiderata Alren, daughter and heir of Reynald Alren, had a note placed against her name on the assession roll stating that the "issue of blood" would cease on her death as she had no progeny except by a free husband.<sup>4</sup> But lack of heirs was not the only reason for the decline in the numbers of the *nativi de stipite* and many examples can be found of *nativi* being upgraded into unfree conventionaries and even into free conventionaries. At the assession of

<sup>1</sup> For example, in the hamlet of Ovese on Climsland manor a free conventional holding consisting of a messuage and 16 acres was leased in 1347 for an annual rent of 2s. 8d. and an assession fine of 15s., whilst in the same hamlet a holding consisting of a messuage and 24 acres was held *de stipite* for an annual rent of 2s. 4d. and 5s. tallage; by 1392 the tallage on the villein holding had risen to 16s. 8d. whilst the assession fine on the conventional holding had risen to only 17s.

<sup>2</sup> D.C.O., 472, Climsland.

<sup>3</sup> D.C.O., 472a, Climsland.

<sup>4</sup> D.C.O., 473, Climsland.

1364, for example, all the *nativi de stipite* of Restormel manor, except one, were made unfree conventionaries without increase to their rents or tallage.<sup>1</sup> This action was probably the result of a personal favour bestowed on them by the Black Prince, the first Duke of Cornwall, who had spent the early spring of 1363 at Restormel castle.<sup>2</sup> The assession roll of 1406 is the latest extant document which adheres to a distinction between conventionaries and *nativi de stipite*<sup>3</sup> and it appears that from this time tenure *de stipite* was abolished and these holdings became subject to the same conditions as unfree conventional holdings.

## v

All conventional tenants and *nativi de stipite* shared certain conditions of tenure in common with each other and with customary tenants throughout England.<sup>4</sup> They paid their rents at the four principal terms of the year and their instalments of assession fines or tallage at Michaelmas in each of the first six years of the seven-year assessional term. They swore fealty to the Duke, owed suit to the manorial court from three weeks to three weeks, were liable to serve as reeve, tithingman, or beadle when elected, and were required to manure their lands and maintain their holdings in good repair. A cardinal difference between the tenorial conditions of the free conventionaries and those of the unfree conventionaries and *nativi de stipite*, however, lay in inheritance customs and in the respective death duties with which estates were burdened. The estates of free conventionaries were liable to a heriot of the best animal from each holding, but no other goods.<sup>5</sup> On the other hand all the goods and chattels of unfree conventionaries and *nativi de stipite* were forfeit to the lord on death,<sup>6</sup> with the sole exception of the unfree tenants of Rillaton manor, who for some reason were liable only for heriots.

The forfeiture of all possessions was an oppressive burden on the Duchy's unfree tenants, and although in law most English villeins remained the property of their lords and thus could not possess anything, in practice estates usually passed intact to heirs after heriot and mortuary had been paid. It should be

<sup>1</sup> D.C.O., 473, Restormel.

<sup>2</sup> The Prince stayed at Restormel from 24 February to Easter 1363 while an expedition to Gascony was being prepared at Plymouth.—*B.P.R.*, II, pp. 203-4.

<sup>3</sup> The next assession roll (P.R.O., E306/2/10, dated 1420) contains no distinctions between conventionaries and *nativi de stipite*.

<sup>4</sup> The conditions of tenure specified in the early assession rolls and in the Caption of Seisin of 1337 are sometimes misleading and ambiguous. At the time these rolls were compiled the assession system had not been in existence for long and certain discrepancies appear as the result of misunderstandings which were clarified in later documents. For example, in 1333 most unfree conventionaries are stated to be holding *ad voluntatem domini* (D.C.O., 471); and in 1337 the unfree conventionaries of Tintagel were held liable to be tallaged at the will of the lord, although being conventional tenants their conditions of tenure should have been specified and secure.

<sup>5</sup> *Unum averium quod maioris pretii fuerit, et nichil percipiet de aliis catallis suis.*

<sup>6</sup> *Et cum obierit dominus habebit omnia catalla sua.*

mentioned, however, that on some estates it was customary for the lord to seize part of his deceased villeins' estates, commonly one third.<sup>1</sup> The customary right of the Duchy to all the goods of unfree tenants was not exercised to the full: on the death of an unfree tenant his moveable estate was valued by six manorial jurymen, the expenses of the burial and wake usually deducted, and a third part of the final valuation allowed to pass to his widow or next heir without charge. Furthermore, goods ceded to the Duchy were frequently re-sold cheaply to heirs.<sup>2</sup> Nevertheless this custom was onerous enough to provoke a petition from unfree tenants to the council governing the Duchy in 1382. This petition, which asked that the custom prevailing on Rillaton manor and on certain other Cornish estates (i.e. a heriot only) should be adopted on all Duchy manors, met with no success.<sup>3</sup>

Impartible inheritance was the rule for all holdings on Duchy manors in Cornwall.<sup>4</sup> With conventional tenure inheritance customs were not a crucial consideration as heirs retained possession only for the remainder of the lease. Holdings of the *nativi de stipite* descended to the youngest sons (ultimogeniture or Borough English), whilst conventional and free holdings descended to the eldest sons (primogeniture).

Unfree conventionaries and *nativi de stipite* were subjected to a number of further restrictions common to English villeinage with which free conventionaries were not burdened. The unfree were unable to give away their daughters in marriage without first obtaining licence from the manorial court, a privilege which could cost from 12d. to 6s. 8d., and they could not send their sons to school or allow them to take Holy Orders without permission, though this could frequently be obtained by petition to the Duke.<sup>5</sup> Unfree tenants could also be fined for fornication.<sup>6</sup>

In addition to these general conditions of tenure the tenants of many Duchy manors owed services and customary rents, all of them light, which were specifically suited to the structures of the manors upon which they were found. Unfortunately no comprehensive list of services and customary rents exists, the rolls of the assessments and the various Duchy surveys containing only partial lists.<sup>7</sup> Reference to the liability to perform labour services can be found

<sup>1</sup> H. S. Bennett, *Life on the English Manor*, 1937, pp. 145-6; Finberg, *Tavistock Abbey*, pp. 76-7; W. F. Mumford, 'Terciars on the Estates of Wenlock Priory', *Trans. Shropshire Archaeolog. Soc.*, LVIII, 1965.

<sup>2</sup> For examples of this process at work, see P.R.O., SC2/160/2, court held at Liskeard on 22 January 7 Henry V; P.R.O., SC2/158/12, court held at Calstock 20 January 10 Edward IV.

<sup>3</sup> *B.P.R.*, II, pp. 215-16.

<sup>4</sup> Contrary to the expectation of Prof. Homans, *English Villagers*, p. 118.

<sup>5</sup> See for example, *B.P.R.*, II, pp. 118, 193; *C.P.R.*, 1413-1416, p. 138.

<sup>6</sup> The fine for fornication was 5s. 1d. It was not imposed in the fifteenth century.

<sup>7</sup> Even the Caption of Seisin, commissioned on the creation of the Duchy in 1337 (P.R.O., E120/1), has innumerable omissions.

on a number of manors, but in all cases they were extremely light and probably never had been onerous, and by the early fourteenth century they had, almost without exception, been rendered obsolete. Furthermore it is obvious that by the time the Duchy was created in 1337 many customary rents and services had lost much of what significance they had once possessed and were included in the rents of tenancies, permanently commuted, or even ignored.

The tenants of manors with deer-parks were invariably liable to perform services concerned with these parks. One such service was assistance when the lord, or someone else in his name, wished to hunt.<sup>1</sup> The performance of this service was rarely necessary as Dukes visited their Cornish possessions most infrequently.<sup>2</sup> The conventionaries and *nativi* of Helstone-in-Triggshire manor were liable to perform nominal ploughing and reaping services whenever the Old Deer Park was broken up and used as arable. For each half acre of land by Cornish measure that he held (probably 20–30 acres by English measure) each tenant was liable to plough half a statute English acre, and for this ploughing he would receive  $\frac{1}{2}$ d. in wages and 1d. for sustenance.<sup>3</sup> The only other mention of ploughing services relates to Climsland manor, when in the assession roll of 1364 it is stated rather abruptly that the customary tenants should plough for the lord when necessary.<sup>4</sup> With the abandonment of demesne farming, to all intents and purposes by the early fourteenth century, these labour services were rendered irrelevant and ignored. But a duty which was exacted from the customary tenants of those manors with parks was the requirement to assist in the maintenance of enclosures; but as the tenants received payments of  $1\frac{1}{4}$ d. or  $1\frac{1}{2}$ d. per perch this work may have provided a welcome source of income in the slack periods of the farming year.

A number of other services, none of them onerous, can be found which had evolved to suit specific tasks. For example, at Calstock certain of the free tenants and all the customary tenants owed works of one or two days each year to maintain the giant weir in the Tamar called the *Hacche* in good repair. These works were only exacted once after the creation of the Duchy,<sup>5</sup> for throughout most of the fourteenth and fifteenth centuries the weir was farmed to the Abbey of Tavistock without the labour services, which the Duchy commuted for 1d. each. On Rillaton manor, which had the beadleship of the Hundred of East

<sup>1</sup> See P.R.O., E120/1, Helstone-in-Triggshire, Penkneth, Restormel, and Liskeard. *Huntyng-sylver* or *stabulagium*, as this service was termed, was usually commuted for a penny per tenant. For similar dues elsewhere in England, see N. Neilson, 'Customary Rents', *Oxford Studies in Social and Legal History*, ed. P. Vinogradoff, II, 1910, pp. 19–20.

<sup>2</sup> The Black Prince visited Cornwall three times and certainly hunted while he was there, but subsequent medieval dukes apparently did not visit Cornwall at all. See also A. L. Rowse, 'The Duchy of Cornwall', *The Gentleman's Magazine*, Jan. 1937, p. 51.

<sup>3</sup> Some mention of these services is made in the Caption of Seisin (P.R.O., E120/1), but see D.C.O., 473 for a fuller description.

<sup>4</sup> D.C.O., 473, Climsland. <sup>5</sup> P.R.O., SC6/816/11.

appended to it, customary tenants were liable to assist in the driving of animals impounded by the beadle.<sup>1</sup> The *nativi de stipite* of Climsland were liable to carry wood from the manor to the borough of Launceston, some ten miles away, the number of journeys they had to make and whether or not they received payment depending upon whether the wood was for their lord, the justices, or the steward.<sup>2</sup> The *nativi de stipite* of Calstock had to carry millstones to the manorial mills when necessary, and assist in the maintenance of the *grondbriche*.<sup>3</sup> Finally, there are traces of two services to be found at Liskeard: one apparently involving the carriage of wine which was commuted permanently for 2s. 2d. annually,<sup>4</sup> and the other involving the carriage of letters.<sup>5</sup> The free tenants, conventionaries, and *nativi de stipite* of Tewington and Penlyne paid 23s. 11¼d. and 8s. 3d. respectively each year for the relaxation of works, the nature of which it is no longer possible to determine.<sup>6</sup> The omissions from the lists of services enrolled upon the Caption of Seisin and assession rolls are striking: for example, no mention is ever made of labour services at Trematon and yet the customary tenants performed reaping and carrying services in 1338-9.<sup>7</sup> Suit to mill appears to have been owed by all customary tenants and was enforced in the first half of the fourteenth century.<sup>8</sup> Similarly carrying services to the mills of Tewington were apparently owed though not recorded.<sup>9</sup>

In addition to payments of rents, assession fines or tallage, and commuted labour services, a number of customary dues were paid on certain of the assessionable manors. The merging of these traditional payments indistinguishably with the rents of tenancies was a process which had been taking place ever since they had been instituted, and their absence from records after 1288 is not proof that they had never existed.

One of the most interesting customary dues was *berbiagium*, and it can be traced on Climsland, Calstock, Liskeard, Tintagel, Tewington, Tybesta, and Helston-in-Kirrier manors.<sup>10</sup> But *berbiagium* was not a payment restricted to the assessionable manors, to Cornwall, or even to England.<sup>11</sup> From Duchy records it is apparent that *berbiagium* was a money payment in lieu of a payment

<sup>1</sup> P.R.O., E120/1, Rillaton.

<sup>2</sup> P.R.O., E120/1, Climsland.

<sup>3</sup> P.R.O., E120/1, Calstock.

<sup>4</sup> P.R.O., SC6/816/11.

<sup>5</sup> P.R.O., SC6/811/1.

<sup>6</sup> See, for example, P.R.O., SC6/811/1. The free tenants of Tewington are also mentioned as owing money in commutation of works in the Inquisition *Post Mortem*, made on the death of Earl Edmund in 1300 (P.R.O., E152/8 and C133 file 95).

<sup>7</sup> P.R.O., SC6/816/1.

<sup>8</sup> P.R.O., SC6/811/1 ff. See also the dispute concerning the liability of the tenants of Moresk to suit of mill in the seventeenth century.—B.M. Add. MS. 36, 644.

<sup>9</sup> These are mentioned in a petition to the Prince's council.—*B.P.R.*, II, p. 104.

<sup>10</sup> P.R.O., E120/1.

<sup>11</sup> *Berbiagium* was a common payment in Devon, and can also be traced in Wales and France.—E. Smirke, in *Archaeolog. Jnl.*, v, 1848, pp. 273-7.

in sheep.<sup>1</sup> Why it was imposed is less clear, but it seems to have originated as a poll-tax upon the numbers of sheep kept by tenants. The amounts paid had become fixed and inflexible by the late thirteenth century when records begin. Another unusual payment shrouded in mystery was the 'fine of tin' payable only at Tewington, a manor adjacent to the important stannary district of Blackmore. Each year 14s. 7d. in 'fine of tin' was collected from certain free tenants in specified amounts, 20s. from conventionaries and *nativi de stipite* as a whole, and 11½d. from certain lands outside the manorial bounds.<sup>2</sup> No connection can be found between this 'fine of tin' and a payment of a similar name made through the bailiffs of the four Cornish stannaries, apparently for enjoying 'the liberties of the stannaries'.<sup>3</sup>

## VI

The origins and early developments of conventional tenure on the seventeen Cornish assessionable manors remain obscure, but it seems likely that the powerful influences of colonization and mining played a significant part in their evolution. As we have seen there is no trace of tenure by contract in Cornwall in Domesday Book, and it existed on the assessionable manors in name only from 1288-1333. Henry Bracton, writing in the mid-thirteenth century noted the existence of certain privileged tenants who held land by virtue of a contract or agreement made with their lords,<sup>4</sup> which specified certain villein services and customs,<sup>5</sup> but we cannot know whether or not he was referring to the conventionaries of Cornwall.<sup>6</sup>

It is probable that nowhere else in medieval England did a land market operate so freely, so competitively, so regularly, and on so large a scale, and it is this uniqueness which may well explain lapses in the administration of conventional tenures. These tenures may well have operated with competitive rents and short leases sometime before 1287-8, and subsequently lapsed into a condition resembling ordinary customary tenure, which although less profitable to the lord was far simpler to organize. It is significant that the

<sup>1</sup> See, for example, the unusually detailed entry in the Caption of Seisin (P.R.O., E120/1) of payments by the free tenants of Helston-in-Kirrier.

<sup>2</sup> Much of this information is contained in the Caption of Seisin.

<sup>3</sup> G. R. Lewis, *The Stannaries*, Harvard Economic Studies, III, 1906, p. 139. Lewis was wrong about the first record of 'fine of tin' as it can be found on the very first account of 1287-8.—P.R.O., SC6/816/9, *Stagnaria*.

<sup>4</sup> Henry de Bracton, *De Legibus et Consuetudinibus Angliae*, London, 1569, f. 7b: '*per quamdam conventionem quam cum dominis fecerunt*'.

<sup>5</sup> *Ibid.*, f. 208 b: '*pro certis servitiis et consuetudinibus nominatis et expressis, quamvis servicia et consuetudines sunt villanae*'.

<sup>6</sup> For discussion of the nature of conventional tenure, see M. Coate, 'The Duchy of Cornwall: its History and Administration, 1640-1660', *Trans. Roy. Hist. Soc.*, 1927; P. Vinogradoff, *Villainage in England*, 1892, pp. 70-4; Sir Frederick Pollock and F. W. Maitland, *The History of English Law before the Time of Edward I*, 1898, 2nd edn, I, pp. 405-6.

conventional system was reformed in 1333 when the manors were granted to John of Eltham by Edward III, and a new administrative hierarchy put in control at a time of intense pressure on the land. Efficient administration of the conventional system depended upon constant vigilance and surveillance and it is apparent that this was not always forthcoming. No re-assessment of conventional rents was made on those manors which passed out of the direct control of the Duchy in the course of the fourteenth and fifteenth centuries. For example, conventional rents upon Calstock and Trematon manors were at exactly the same level in 1453, when these manors returned to the Duchy, as they had been when granted to Nigel Loheryng, a retainer of the Black Prince, almost a century earlier, whilst in contrast conventional rents on the neighbouring manors of Climsland and Rillaton, which had remained in Duchy hands, had been increased substantially over the same period.

Even when manors remained in the hands of the Duchy the efficient administration of the system was not guaranteed, and for a period under Richard II at the close of the fourteenth century assessments were frequently delayed and even when held served merely to confirm the annual rents and assessment fines already in force. Furthermore, in the fourth and fifth decades of the fifteenth century 14- and 21-year leases were widely adopted, and rents became inflexible. On those manors, notably in the east of Cornwall, where demand for land was maintained, assessment fines were frozen, in sharp contrast to the previous hundred years which had seen an almost continuous increase in them. On those manors in central and western Cornwall the assessment fines in force in the early fifteenth century were also taken as the maximum, but reductions were allowed in response to a prolonged slump in demand for land. By the early sixteenth century the seven-year assessional term had once more become standard practice, but despite a widespread resurgence in demand for land assessment fines remained fixed, and tenants by the early seventeenth century had assumed an hereditary title to the lands they held from the Duchy.<sup>1</sup> Many of the basic principles of conventional tenure were thus abandoned. Nevertheless, in contrast, the incidents of servile tenure continued to be exacted with only minor exceptions throughout the fifteenth century. Very few manumissions can be traced in the fifteenth century and, although a certain number were granted in the sixteenth century, unfree tenure continued up to the reign of James I.<sup>2</sup> Even by 1640 many of the lesser conditions of conventional tenure were the same as they had been three hundred years before.

Leasehold was, of course, a common form of tenure in medieval England,

<sup>1</sup> R. Carew, *Survey of Cornwall*, ed. Tonkin, 1811, pp. 111-13; Mary Coate, 'The Duchy of Cornwall', *loc. cit.*, pp. 144-6.

<sup>2</sup> For sixteenth century manumissions, see A. L. Rowse, 'The Duchy of Cornwall', *loc. cit.*, p. 44. For tenure in villeinage in 1628, see *Calendar State Papers Domestic*, 1628-9, p. 7.

and most *compoti* contain details of leases of a few pieces of land, meadow, or pasture, perhaps also of portions of demesne, and almost certainly of mills, watercourses, fisheries, etc. But leases comparable with the Cornish *conventio* (i.e. leases of customary holdings) were much less common, though of some importance. Before the Black Death some customary holdings were turned into leaseholds, with consequent advantage to the lord who could in this way more easily exact their true market value;<sup>1</sup> and the changed demographic conditions of the later fourteenth and the fifteenth centuries encouraged a massive extension of leaseholds which tended to favour the tenant rather than the lord.<sup>2</sup> But the lack of continuous evidence of the movement of rents on particular areas of land remains a major hindrance to the agrarian historian of the middle ages. The value to the historian of the assession rolls is thus readily apparent, for they provide an almost continuous list for the fourteenth and fifteenth centuries of the names of conventionaries and *nativi de stipite*, and the location, size, and rents of the holdings they held. What is more they record the workings of a virtually free market in land and yield invaluable data on the evolution of a 'yeoman' peasantry and the detailed vicissitudes of demand for land in Cornwall in the later middle ages.

<sup>1</sup> See, for example, R. H. Hilton, 'Gloucester Abbey Leases of the Late Thirteenth Century', *Univ. of Birmingham Hist. Jnl*, IV, 1953-4; E. Miller, *The Abbey and Bishopric of Ely*, 1951, p. 93 *et seq.*

<sup>2</sup> For example, F. C. Davenport, *The Economic Development of a Norfolk Manor, 1086-1565*, 1906, p. 77 *et seq.*; F. M. Page, *The Estates of Crowland Abbey*, 1934, p. 128 *et seq.*; J. A. Raftis, *Estates of Ramsey Abbey*, 1957, p. 259 *et seq.*, 285.

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## Notes and Comments

### THE 1970 ANNUAL CONFERENCE

The 1970 conference will be held at the Hereford College of Education, Hereford, from 6-8 April. It is open to all, whether members of the Society or not. Details will be circulated later.

### A CONFERENCE ON AGRICULTURAL IMPROVEMENT

The Agrarian Landscape Research Group of the Institute of British Geographers is planning to hold a conference at Monks' Wood Experimental Station, near Huntingdon, on 30

April-2 May 1970. The intention is to provide an opportunity for discussion of the problems involved in studying agricultural improvement in both its historical and spatial aspects. Full programme details will be announced early in 1970 in *Area*, the house journal of the Institute. They may also be obtained from the Acting Secretary of the Group (Dr B. K. Roberts, Department of Geography, University of Durham) or from the Group's Chairman (Dr A. R. H. Baker, Department of Geography, University of Cambridge).