

# The Hundred Books and Rural Debt: Shrivenham Hundred in the Seventeenth Century

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## SUMMARY

*Since Holderness discussed credit and debt in rural communities in 1975 others have explored the subject, mainly in probate inventories and more recently in probate accounts. Muldrew has demonstrated the value of borough courts of record for the study of urban and rural credit networks. Though the role of the manor court, which also functioned as a small claims court, has been investigated in the Middle Ages, this aspect of its records has not been extensively used for the early modern period, when some manor courts still acted in this capacity. The Hundred Court of the Hundred of Shrivenham in the far west of the Vale of White Horse (in Oxfordshire since 1974) functioned as a quasi-manorial court for the several manors and villages of the hundred. Much of its business in the sixteenth and seventeenth centuries was concerned with suits for the repayment of debt. For a period in the mid-seventeenth century the court books record details of when and why credit was sought and given and occasionally the means taken to recover a debt before resorting to court. As such, they provide useful additional information not provided by probate records which, by their nature, cannot reveal the ongoing relationships within a community.*

Credit and debt networks have long formed part of the study of rural and urban communities in the early modern period, particularly since probate inventories became easily accessible in county record offices.<sup>1</sup> Other sources, such as those created by borough courts of record, have also proved fruitful, though more so for urban than for rural communities.<sup>2</sup> More recently probate accounts have been extensively utilized for such subjects as the social networking revealed in funeral arrangements and the cost of rearing orphan children.<sup>3</sup> This research has greatly enriched our understanding of rural and urban society in the early modern period including the role of widows and single women in providing credit, relationships between employers and employed in urban and rural society, and commercial contacts between market towns and their hinterlands.

All studies based on these sources indicate that indebtedness was a normal part of rural life, individuals either borrowing money or delaying full or partial payment for goods or services delivered. Money loans could take the form of bonds or specialty for a fixed term payable with interest, the penalty for failing to repay being double the sum loaned.<sup>4</sup> Well documented and enforceable at law, this was a secure way to lend money and, judging by the frequency with which debts by bond or specialty occur in probate records, was seemingly widely used. Far less secure

<sup>1</sup> See B. A. Holderness, 'Credit in a rural community 1660–1800', *MidHist*, 3 (1975), pp. 94–115; idem, 'Widows in pre-industrial society: an essay upon their economic functions', in Richard M. Smith, ed., *Land, Kinship and the Life Cycle* (Cambridge, 1984), pp. 432–42.

<sup>2</sup> C. Muldrew, *The Economy of Obligation: the Culture of Credit and Social Relations in Early Modern England* (Basingstoke, 1998).

<sup>3</sup> Amy Erickson, 'Using probate accounts', in Tom Arkell, Nesta Evans, and Nigel Goose, eds, *When Death Do Us Part: Understanding and Interpreting the Probate Records of Early Modern England* (Oxford 2000), pp. 103–19; J. Bower, 'Probate accounts as a source for Kentish early modern economic and social history', *Archaeologia Cantiana*, 109 (1991), pp. 51–62; Peter Spufford, 'Long-term credit in sixteenth- and seventeenth-century England: the evidence of probate accounts', in Arkell, Evans, and Goose, eds, *When Death Do Us Part*, pp. 213–28.

<sup>4</sup> There is a large collection in the records of the Borough of Reading for the early seventeenth century which seems to have been deposited in the borough archives for security. The conditions for repayment include interest and penalties for defaulting.

was the promisory note or bill without specialty. Both this and the bond were unsecured loans, unlike the mortgage, which was secured on property; such debts are likely to be those referred to as 'desperate' in probate inventories.<sup>5</sup>

A very large collection of probate inventories mainly dating from the 1540s to about 1720 has survived for the ancient county of Berkshire, which was almost coterminous with the Archdeaconry of Berkshire in the Diocese of Salisbury. There is also an impressive number of probate accounts from 1561 to 1712, although the majority of these, 993 of the 1,500, were drawn up between 1591 and 1640; they can be very revealing on rural credit and debt.<sup>6</sup> Larger urban populations and their more dynamic economies result in many more inventories and accounts relating to town dwellers; however, there are substantial survivals from rural communities, particularly from large parishes. Valuable though they are for studies of debt and credit, probate documents suffer from one major weakness: they record the state of an individual's finances at one specific time – his or her death. They can reveal very little about the years of lending and borrowing which preceded the final reckoning. For this there is potentially another source which can fill in some of the picture: the records of the hundred court. Those of one such, the Hundred of Shrivenham, may serve as a case study of how our understanding of social and economic relationships can be further refined.

The Shrivenham Hundred occupied the far west of the Vale of White Horse. It was divided into two, the so-called intrinsec or 'in-hundred', which contained the villages of Shrivenham, Bourton, Longcot, and Fernham, and the extrinsec or 'out-hundred', consisting of Watchfield and the hamlet of Becket, as well as several surrounding villages of Buscot, Coleshill, Compton Beauchamp, Eaton Hastings, Uffington, and Woolstone (all Oxfordshire, formerly Berkshire). The lordship of the hundred was held by the lord of the two largest manors of Shrivenham, Salop and Stalpits; hence it was sometimes called the Hundreds of Shrivenham Salop and Shrivenham Stalpits. In the seventeenth century the two manors came into the hands of a single family – in 1635 the Martens (one of whom was the regicide Henry Marten) and in the mid-1650s the Wildmans.<sup>7</sup> The largest parish in the hundred was Shrivenham, which included the villages or hamlets of Shrivenham itself, Bourton, Becket, and Fernham, and the chapelry of Longcot.

By this date many hundreds in England had lost much of their significance as legal and administrative units.<sup>8</sup> However, the Shrivenham Hundred still played an important role in the locality. Its court met about every three weeks under the steward, and twice yearly its meetings coincided with the courts baron of the two manors; on these latter occasions the tithingmen and constables of each village were appointed, and other quasi-manorial business was transacted. At its three-weekly meetings, by contrast, it was concerned overwhelmingly with suits for trespass and the repayment of debt. Like contemporary borough courts of record, this was a small claims court, the maximum amount which could be claimed being 40s. less a penny (39s. 11d.). As such,

<sup>5</sup> B. A. Holderness, 'Credit in English rural society before the nineteenth century, with special reference to the period 1650–1720', *AgHR*, 24 (1976), pp. 97–109.

<sup>6</sup> Berkshire remained in the diocese of Salisbury until 1836 when it transferred to Oxford. Most of the probate material is part of the archive of the Archdeaconry of Berkshire in the Berkshire Record Office, though there is a considerable collection from the Consistory Court of Salisbury in the Wiltshire Record Office, as well as PCC wills and a few inventories in The National Archives. The most informative of the accounts from the Archdeaconry are Ian Mortimer, ed., *Berkshire Probate Accounts 1583–1712*, Berkshire Record Society, 4 (1999). There is as yet no countywide study of debt based on these records. For a full listing of probate accounts see Matthew Brett, Amy Louise Erickson, and Peter Spufford, eds, *Index to the Probate Accounts of England and Wales*, British Record Society, Index Library, 112, 113 (London, 1999).

<sup>7</sup> Court Rolls of the Manors of Shrivenham Stalpits, Shrivenham Salop, and Cleycourt and of the Hundred of Shrivenham, 1528–1702, BRO D/EEL M32–57.

<sup>8</sup> Court records with full details of cases of debt survive for the Berkeley Hundred, Gloucestershire, from c.1580 to the early eighteenth century. The Woking Hundred Court, Surrey, still functioned in the eighteenth century for some administrative matters, but not for cases of debt. I am grateful to Dr David Smith for the information on Berkeley and to Dr Alan Crosby for that on Woking. Though the Bampton Hundred Court heard cases of debt, that of Witney Borough did not. There, as in other Oxfordshire towns, creditors pursued their claims in the town courts: James L. Bolton and Marjorie M. Maslen, eds, *Calendar of the Court Books of the Borough of Witney 1538–1610*, ORS 54 (1985), pp. xiv–xv, xxxv–xxxvi.

its records provide an alternative source for the study of small-scale rural credit to supplement and perhaps modify the conclusions drawn from probate documents, where the size of debts ranges from the small to the very large. In addition, since the hundred covered a number of parishes, its records are more prolific than those of a single manor court, making them a more useful source.

Shrivenham's court books survive for the greater part of the sixteenth and seventeenth centuries, though they are less detailed and so less useful before the mid-1630s.<sup>9</sup> With the exception of a few years during the Commonwealth, they are in Latin. The earlier court books record debtors and creditors, sometimes the amount of the debt (but rarely what it was for), and the court process; the later ones, in addition, frequently explain the nature of the debt, the date it was contracted, and in some instances the various dates on which payment had been requested before the creditor lost patience and brought his suit to court. There are no file copies (separate papers relating to a specific case) such as survive for the Berkeley Hundred or the Borough Court of Record for Abingdon, then in Berkshire.

The first mention of a suit in the court books is usually a claim by a named creditor against a named debtor for debt or trespass, the latter sometimes proving at a later stage to be for debt, with the amount sometimes given. Usually the creditor came 'in his own person', though occasionally he claimed through 'an attorney'. Since this was normally a local man, he was probably more a deputy than a lawyer: Richard Midwinter was represented by his guardian, Thomas Midwinter; Jane Withers of Kingston Lisle sued Richard Paty of Fernham through her father, John Withers, though other women seem to have appeared in person.<sup>10</sup> The procedure then was for the debtor and the creditor to be summoned to appear at the next court. For example, at a court held on 10 December, 16 James I (1618) the following case appears:

Ad hanc Curiam venit Johannes Symons in propria persona sua et cognovit se debere et solvere Edwardo Cottrill de Wantinge Wollendraper xvjs vjd et habet diem usque etc Curie hundredi predicti ad solvendum predictam summam.

In this instance the debtor, John Symons, answered the court summons himself, acknowledged he owed Edward Cottrill, a Wantage woollen draper, 16s. 6*d.*, and was given until the next court to pay.<sup>11</sup>

Everything could be settled at this stage: on 16 December 1596 William Smyth of Bourton was sued for 8s. debt and 30s. owing for a quarter of beans. He agreed to pay at the next court, after which no more is heard, so presumably he paid up.<sup>12</sup> At a court on 16 March 1581 Thomas Horne of Bourton was cited to appear at the next session to answer John Coxe for 26s. 8*d.* debt. He duly came on 6 April, acknowledged the debt, and paid it, plus 10*d.* for John's court costs. Another procedure open to a debtor was to pay a small amount into court and agree to pay the rest at a future date or by instalments; this frequently happened in the Shrivenham courts in the early seventeenth century. On 4 July 1621 Richard Jennens agreed to pay a debt of 33s. 4*d.* to his brother, Robert, in three stages – a third at the next court, a third on 15 August, and the rest on 15 September; Richard Eloë put 1s. into court on 24 February 1625 and said he would clear the residual debt of 2s. 8*d.* at its next session.<sup>13</sup>

If either party failed to appear at a subsequent court, they were 'in mercy' (amerced), unless,

<sup>9</sup> Separate hundred court books survive for Shrivenham Stalpits (from 1595) and Shrivenham Salop Hundreds (from 1528) until 1635, when Sir Henry Marten became lord. Thereafter the business of both was recorded in the same book.

<sup>10</sup> 25 June 1657, Salop Court Book, 1656–1667, BRO D/EEL M43 (unpaginated); 4 April 1583, Salop Court Book, 1580–1583, BRO D/EEL M36 (unpaginated).

<sup>11</sup> Stalpits Court Book, 1616–1633, BRO D/EEL M53 (unpaginated).

<sup>12</sup> Stalpits Court Book, 1595–1601, BRO D/EEL M52 (unpaginated).

<sup>13</sup> *Ibid.*, 1616–1633, BRO D/EEL M53.

as in a manor court, they were ‘essoyned’ (excused). The amount of the amercement is sometimes stated in the court books in the 1580s, 3*d.* if ‘by licence’, otherwise 12*d.* John Cock, alias Lancaster of Coleshill, gentleman, was essoyned on 6 December 1582 for not coming to answer fellow villagers, John and Katherine Jurden’s, suit (begun on 15 November) for repaying 14*s.*, but when he failed to appear on 17 January 1583 he was ‘in mercy’. Probably in an attempt to enforce Cock’s attendance, the bailiff of the hundred reported on 7 February that he had seized a cow belonging to Richard Bocher of Coleshill, Cock’s guarantor. When this did not produce the desired result, the court amerced Richard 20*d.* and ordered the distraint of Cock’s goods. The threat of a distraint order often worked: Nicholas Jellyjohn, threatened in this way by the court held on 6 April 1581, duly appeared on 18 May.<sup>14</sup>

Creditors who initiated a suit and failed to pursue it at subsequent courts were equally liable to be amerced, the amount being given in the 1580s (though not subsequently) as 3*d.* This punishment was sometimes repeated at successive courts, especially in the 1650s, and notably so in the case of John Taylor, who was ‘in mercy’ at all seven courts from 25 June to 31 December 1657, when he withdrew his case, and John Cleveland on eight occasions between 30 September 1658 and 31 March 1659, after which no more is heard of him.<sup>15</sup>

Even if he appeared, the debtor sometimes challenged the size of the debt and occasionally denied it completely, putting himself ‘on the country’. In these instances the court in the sixteenth century might order him to appear with two or more ‘hands’ or compurgators, men who would vouch for the truthfulness of his challenge. This happened on 25 January 1582, when Thomas Blagrove came with Thomas Reade and John Lord to support him in his dispute over a 5*s.* debt to Thomas Yate; similar compurgations were demanded of debtors appearing on 20 September and 6 December.<sup>16</sup> Alternatively the court could appoint arbitrators, a procedure which seems to have superseded the system of compurgators in the early seventeenth century. Arbitration, usually by two men, was binding on the parties. At a court on 19 February 1618 Francis Hicks and Benjamin Whitacre, gentleman, were bound in 39*s.* to accept the decision on their suits by two of the leading men of Shrivenham parish, Thomas Hinton, gentleman, and Oliver Richards, yeoman.<sup>17</sup> John Franklin, sued at a court on 27 May 1558 for a debt of 28*s.* for hay he had been sold by John Bowles, was essoyned at the next court on 17 June. When he did appear, on 8 July, he repudiated the debt and asked for a jury to decide. Effectively he, like others who used the same tactic, avoided repayment for a considerable time, in his case at least two months.<sup>18</sup> By the mid-seventeenth century arbitration by a jury of twelve was the more usual method of settling a disputed debt, the verdict being delivered at the following court. On 24 August 1654 John Hinton Esquire denied he had agreed to pay Richard Reason, a molecatcher, 9*s.*, plus another 7*s.* as his share of the cost of ridding the common fields of this ‘pest’, a claim brought by Richard three weeks before. On 14 September a jury decided for Richard in the matter of the 9*s.*, with 2*d.* as costs of the suit, and court costs of 15*s.* 8*d.*; failure by Hinton to comply led to a distraint order against him on 26 October.<sup>19</sup>

Failure to pay a debt acknowledged in court normally resulted in a distraint order, as in the case of *Reason v. Hinton*. The incidence varied over time and between the courts held by the two hundreds. In about 120 suits begun in the Shrivenham Salop court between 1580 and 1583, about forty per cent of debtors were ‘in mercy’ at some stage in the proceedings, and twenty-one (eighteen per cent) were distrained; in fifty or so suits in Shrivenham Stalpits from 1652 to 1655 the goods of sixteen debtors (thirty-two per cent) were distrained. Of 140 cases between

<sup>14</sup> Salop Court Book, 1580–1583, BRO D/EEL M36.

<sup>15</sup> *Ibid.*, 1656–1667, BRO D/EEL M43.

<sup>16</sup> *Ibid.*

<sup>17</sup> Stalpits Court Book, 1616–1633, BRO D/EEL M53.

<sup>18</sup> Salop Court Book, 1656–1667, BRO D/EEL M43.

<sup>19</sup> Stalpits Court Book, 1652–1655, BRO D/EEL M42 (unpaginated).

1629 and 1652, when both hundred courts met together, only eleven (eight per cent) ended with distraints.<sup>20</sup>

In a few cases during the 1650s, when the debtor did not appear, despite being ‘solemply’ called, the court could set up a jury to decide what damages should be awarded to the creditor. On 20 July 1655 Robert Smyth claimed 13s. owing since July 1553 by Thomas Raty for work done at Coleshill. When Thomas did not appear at the next court, on 2 August, a jury was ordered to state the amount Thomas should pay, which they did on 23 August, awarding Robert the full amount of his claim, plus costs of 2*d.*<sup>21</sup> The court rolls record the names of the jurors to decide another claim, made on 10 December 1657 by Richard Ayers, gardener, and his wife, Annabel, against John Day for non-payment of goods supplied. Three of them who came from the parish of Shrevenham can be traced in other records, revealing the status of some of those in whom the court placed its trust: John Harding was a wealthy gentleman with land in Bourton, William Kent, John Bowle, and Thomas Cox were all will-making yeomen, holding at least two yardlands.<sup>22</sup>

It was not unusual for a case to disappear from the records within a short space of time, sometimes because the plaintiff failed to appear after one or two courts, but often without any obvious reason. It is impossible to judge why the procedure in the former instances was begun at all, with seemingly so little interest in pursuing it, and with the possibility of incurring a financial penalty. In the case of the many suits whose outcome is unknown, it is not clear whether the debt was settled out of court, or because the plaintiff did not consider further effort to be worthwhile.

Even so, going to court was probably not undertaken lightly, since there were costs involved. Judgements for the creditor often included an amount for his or her expenses. Creditors frequently claimed the amount of the debt and then ‘damages’, bringing the total to just under the 40s. limit of the court’s jurisdiction. There were at least ten such claims in the period 1652–5, half of all cases where details are given. The claims were not always met: the jury awarded Robert Smyth only the 13s. wages Thomas Raty owed him, plus 2*d.* costs, and not the 39s. 11*d.* by which Robert said he had been ‘craftily and subtilly ... defrauded’, a standard phrase in many cases. Costs awarded were normally a few pence: court books of the early seventeenth century record sums of 4*d.* and 8*d.*, sometimes rising to 20*d.*, without any discernible relation to the debt at issue.

TABLE 1. INTERVALS BETWEEN DATES ON WHICH DEBTS WERE CONTRACTED AND PAYMENT CLAIMED IN COURT<sup>23</sup>

Interval	1633–1640		1641–1650		1651–1660	
Under 1 month	3	11%	1	4%	6	15%
Under 3 months	4	14%	5	21%	15	38%
Under 6 months	5	18%	0	0	2	5%
Under 1 year	4	14%	2	8%	6	15%
Under 2 years	9	32%	7	29%	4	10%
Over 2 years	3	11%	9	38%	6	15%
Total	28	100%	24	100%	39	98%

<sup>20</sup> Court Books Salop, 1580–1583, D/EEL M36; Stalpits, 1652–1655, D/EEL M42; Joint Court, 1629–1652, D/EEL M41.

<sup>21</sup> *Ibid.*

<sup>22</sup> Salop Court Book, 1656–1667, BRO D/EEL M43; Abstract of the Court Books of Shrevenham Salop, Stalpits and Cleycourt, 1791, BRO D/EEL M80.

<sup>23</sup> Salop and Stalpits Court Book, 1629–1652, BRO D/EEL M41, *passim*; Stalpits Court Book, 1652–1655, BRO D/EEL M42, *passim*; Salop Court Book, 1656–1667, BRO D/EEL M43, *passim*.

In the 1630s the court books begin to record the dates on which goods or services were supplied, making it possible to see how long creditors were prepared to wait before demanding repayment at the court. The intervals were extremely variable: on 14 June 1655 John Herring sued Arthur Pittman for not delivering the sheep for which he had paid 2s. just five days before. On 20 July of the same year Robert Smyth finally sued Thomas Raty for the 13s. owed him for twelve days' work he had done at Coleshill two years before.<sup>24</sup> In general, creditors seem to have taken steps to claim satisfaction much earlier after 1650: in the 1630s and 1640s a large proportion of creditors (forty-three per cent and sixty-seven per cent respectively) were still awaiting payment more than a year after the debt had been contracted; this proportion fell to twenty-five per cent in the 1650s. There was a corresponding change in the numbers going to court in less than three months (twenty-five per cent before 1650 and fifty-three per cent after). It is not immediately obvious why this change should have occurred. The problems caused by high taxation and the general disruption of the Civil War period may provide an explanation. The state of the harvest does not suggest that creditors were in greater financial straits in the later period and so sought earlier repayment of loans; there was a run of five bad harvests from 1657 to 1661, but so was there between 1646 and 1650, when food prices rose by fifty per cent, reflecting the poor harvests of these years.<sup>25</sup>

It is only in the 1650s that we can see the efforts which creditors made to recoup their debts before incurring the expense of a court case. The court books of this decade often state that goods or services were supplied before a certain date, that payment on demand was promised at the time, but when demand was made payment was not forthcoming. Jasper Bottlemaker, a Coleshill yeoman, sold cloth worth 33s. to Thomas Horne before 23 October 1649, on which date Horne promised to pay when asked but had not done so by 13 October 1653, when Jasper took him to court. Despite the debt, Jasper again supplied him with cloth worth 47s. 10*d.* sometime before 1 November 1651, when another promise to pay was made and not kept. Thomas Boyce had tried harder to recover several debts from Thomas Hinton, gentleman, 7s. of which was still outstanding when they met at Shrivenham on 1 December 1651. Hinton promised to pay on St Stephen's day (26 December), but Boyce was still waiting four years later.<sup>26</sup>

Some creditors in the later 1650s were less patient. On 1 March 1660 John Britten asked Thomas Gearing to pay him the 11s. owed for wood he had bought and promised to pay for; he asked for it again three weeks later, and when no money was forthcoming John sued Thomas in the court held on 1 April. Anne Thatcher, a widow who possibly lived at Woolstone, pastured some of the sheep of Thomas Dyer, a husbandman of the adjacent village, Longcot. He agreed on 1 September 1658 that he owed her 8s. and promised to pay; on 20 September she again asked for her money, taking Thomas to court ten days later, claiming damages up to the maximum the court allowed, 39s. 11*d.* When he did not appear the next month, a jury was set up to assess her claim. Since she withdrew the case in December, perhaps the threat of court action worked. John Day also withdrew his claim on 31 December 1657 against Richard Day, who was either his brother or his cousin, for 2s. 3*d.* owing since the previous 1 October for 'certeyne butter and creame' and 'monies lent'. John had asked for payment the next day, 2 October, at Shrivenham and, still out of pocket, sued in the hundred court on 10 December.<sup>27</sup> It is not unusual to find relatives loaning each other goods or money in this period, but rather less usual to find them involved in a court case, at least in this community.

The amount of information about the reasons for indebtedness is sparse, since it is mainly in the later court books such details are recorded, and even then not in every suit; however, there

<sup>24</sup> Stalpits Court Book, 1652–1655, BRO D/EEL M42.

<sup>25</sup> W. G. Hoskins, 'Harvest fluctuations and English economic history, 1620–1759', *AgHR*, 16 (1968), pp. 15–31. I owe the suggestion about the effects of the Civil War to Alan Crosby.

<sup>26</sup> Stalpits Court Book, 1652–1655, BRO D/EEL M42.

<sup>27</sup> Salop Court Book, 1656–1667, BRO D/EEL M43.

is sufficient to suggest a pattern.<sup>28</sup> Out of a total of 148 transactions where the reason is given, debts for goods supplied (88) were the most numerous. They far outnumbered those for services rendered (34), while loans (18) and rent arrears (5) were even fewer. The fact that the court had jurisdiction only over small claims may explain the relative paucity of money loans featuring there, compared with their more frequent appearance in probate documents. Of the goods for which the debts were owed, agricultural products made up two-fifths (35), crops and animals being almost equally represented. The amounts in each transaction were small and were such as a labourer, cottager, or husbandman whose harvest was inadequate might need to purchase: two bushels of wheat, four measures of barley, six measures of malt, hay, an unspecified weight of beans. This is typical of the produce of the region and also of a peasant diet. Occasional purchases of 'processed food' appear: butter and cream, butcher's meat, a shoulder of mutton, veal, beef, and one instance of 'victuals'. No purchases of pork are recorded, suggesting that most families either kept a pig or pigs or were able to have a pig reared as part of their wages; they only bought meat from the village butcher which it was not practical to supply from their own livestock. This confirms the evidence of the probate inventories in Shrivenham and in the ancient county of Berkshire generally, where flitches of bacon regularly feature as hanging in kitchens or service rooms, but sides of beef very, very rarely. Beer is not mentioned at all in debt cases, although there are occasional references to malt. There was a tavern in Shrivenham; either the proprietor did not keep a 'slate' or his customers paid up on time. The only debt to an innkeeper was incurred by a local gentleman, Alexander Fettiplace, and was possibly for a night's lodging, since the inn was at the nearby market town of Highworth (Wiltshire). No inn is recorded anywhere in the hundred. Horses and sheep were the most traded animals, though there were one or two examples of cattle, pigs, and poultry. A debt for supplying 'horse medicine' also occurs once (supplied to an animal belonging to John Hinton, gentleman), as do timber, coppice timber, furzes, and wood. Evidence of building in the village comes from a debt of 20s. 8*d.* for eight cartloads of stone supplied by Agnes Moulden, a widow, to William Blagrove.<sup>29</sup>

Manufactured goods featured were mainly woollen cloth. References to 'mercery goods' may have included cloth and clothing; mercers from Highworth, Abingdon, and other towns frequently appear among the creditors. Boots and shoes were often purchased by inhabitants of the hundred, but there is only one example of bespoke clothing: William Povy, tailor, sued John Haggard for the cost of 'seting and amending of diverse garments' for himself, his wife, and his servants.<sup>30</sup> There was also a single purchase recorded of each of several items of agricultural equipment: a scythe, a saw, horseshoes and harness, but two of hurdles – all very practical purchases. There was no conspicuous consumption in this part of the Vale, unless it was paid so promptly that it fails to appear in the court records.

Predictably, most of the debts incurred for services were for farm work, mostly performed by men. They included harvesting corn, scything hay, and mole-catching; there are several frustrating references merely to 'work'.<sup>31</sup> Women also laboured in the fields; on 13 September 1655 two widows claimed they were owed 19s. 10*d.* for reaping wheat some time before 1 September.<sup>32</sup> Wage rates are rarely given, although Robert Smyth claimed he was owed 13*d.* a day for work done at Coleshill in 1653. This seems a little generous compared with wage rates in contemporary probate accounts.

Debts for providing pasture were common and rarely paid on time. Although the number of animals each customary tenant was allowed to graze on the commons – the stint – was quite

<sup>28</sup> Reasons for debt are frequently given in the Berkeley Hundred Court Books but very rarely in those of Witney Borough. See n. 8 above.

<sup>29</sup> Salop and Stalpits Court Book, 1629–1652, BRO D/EEL M41, p. 627.

<sup>30</sup> Stalpits Court Book, 1652–1655, March 1650, BRO D/EEL M42.

<sup>31</sup> Salop and Stalpits Court Book, 1629–1652, BRO D/EEL M41, p. 744.

<sup>32</sup> Stalpits Court Book, 1652–1655, BRO D/EEL M42.

TABLE 2. AMOUNTS OF DEBT IN SHRIVENHAM HUNDRED COURTS, 1580–1667

Amount of debt	Number of debts 1580–1667	% debts 1580–1667	% debts pre-1633	% debts 1626–1652	% debts 1653–1667
Up to 5s.	68	21	27	18	5
5s. 1d.-10s.	67	20	23	22	7
10s. 1d.-15s.	50	15	15	18	9
15s. 1d.-20s.	49	15	15	17	11
20s. 1d.-25s.	12	4	3	3	7
25s. 1d.-30s.	23	7	6	8	7
30s. 1d.-35s.	11	3	3	3	2
35s. 1d.-40s.	50	15	8	11	52
Total	330	100	(172)100	(144)100	(44)100

*Number of debts in each period in brackets*

generous (two horses and twenty sheep was not an unusual allowance), it could not meet the demands of some of the large flocks and herds recorded in the probate inventories of some tenants, nor of those who did not have common rights. It was frequently exceeded, an offence punished in the manor court. Although mid-seventeenth-century rentals record substantial leases of pasture, another strategy was to rent pasture or pasture rights, some from widows with a surplus. Anne, widow of Edward Thatcher, claimed on 30 September 1658 that Thomas Dyer owed her 8s. for 'pasturage and feedeing of certayne Sheepe', which he had promised to pay at the beginning of the month.<sup>33</sup> There are other examples of pasturing sheep (the most common animal mentioned), several of pasturing horses, one for 'wintering' a calf. Other more specialized services occur infrequently: in November 1653 a mason, Thomas Reeves, claimed 32s. for several repairs and alterations to a house in Longcot – namely, inserting a chimney, an oven, a door, and a window.<sup>34</sup>

The amount of money owed was usually quite small, dictated by the ability of the court to deal with debts under 40s. only. During the whole period over forty per cent of debts were for 10s. or less, about a third for 20s. or less, with comparatively few in the 20-to-35s. range. The larger totals towards the upper of the court's competence, about fifteen per cent of cases, mainly occurred at the end of the period, as shown in Table 2. In these instances the amount of each debt had not increased; many creditors, nine out of ten in the period 1653 to 1667, added a large sum as 'damages' to bring their claim to the maximum the court allowed, namely, 39s. 11d.

Research on debt in probate records suggests that much rural credit was supplied by widows.<sup>35</sup> In Shrivenham parish some widows certainly were moneylenders: of the surviving eighty-five inventories for widows and single women, twenty-three show they were owed money at death for rent, goods, and loans. In seven cases the inventory value was largely made up of credits, some very substantial, such as the £100 owed to Joan Prestwood by her son.<sup>36</sup> Details given sometimes make it possible to distinguish cash loans from unpaid bills for goods; Joan Baker's credits of £24 14s. 0d. included five seemingly for cash and two for goods supplied. In contrast, over the whole period of the hundred court books, the vast majority of suitors were men: only seven women brought cases between 1580 and 1583 and five between 1616 and 1622.<sup>37</sup> A married woman's debts were her husband's legal responsibility, and so they rarely appeared in the court except on a

<sup>33</sup> Salop Court Book, 1656–1667, BRO D/EEL M43.

<sup>34</sup> Stalpins Court Book, 1652–55, BRO D/EEL M42.

<sup>35</sup> Holderness, 'Widows in pre-industrial society', pp. 432–44.

<sup>36</sup> Inventories of Joan Mills, 1672, Joan Prestwood, 1638, and Joan Baker, 1562 BRO D/A2/ 98/113b, 106/75, 39/190.

<sup>37</sup> The total cases in these years, 1580–3 and 1616–22, were almost 400 and almost 80 respectively: Salop Court Books, 1580–1583, BRO D/EEL M36 and 1616–1622, BRO D/EEL M38.



few occasions jointly with their husbands, but widows were able both to lend and borrow in their own right. Some of the amounts owed to widows and recorded in their inventories or accounts exceeded the court's jurisdiction, and certainly some of them did bring suits, but it would seem that in this community men were dominant in the small-credit economy.

Creditors were overwhelmingly resident in the hundred: of about a hundred and thirty cases heard between 1580 and 1583, only ten were recorded as begun from outside. In the early seventeenth century there were considerably more, but the numbers declined after 1633. This may simply be a change in recording methods, since the pattern of purchases did not change. Of the sixty-five 'external' creditors, slightly more came from Wiltshire than from Berkshire. Predictably the greatest number resided in the two nearest market towns, Faringdon (Berkshire, now Oxfordshire) and Highworth; between them they accounted for about half the suits in Shrivenham's courts. In general, they supplied goods and services not available in the villages: 'mercery goods', woollen cloth, gloves, shoes, saddlery, and the professional skills of a barber-surgeon. Between 1623 and 1630 one Highworth craftsman, Steven Collett, glover, sued six times for outstanding payments. Other towns such as Wantage, Abingdon, and Marlborough (Wiltshire) supplied leather goods or cloth; entries concerning other towns and villages rarely give details of goods supplied. Among the few which do, there are some puzzles: it is not clear why William Young employed a builder from Bishopstone (Wiltshire), about four miles away, or Edward Stubbs preferred a mercer from Marlborough to one nearer home.<sup>38</sup>

The proportion of 'external' creditors in the Shrivenham hundred court books in the whole period 1580 to 1673, twenty-five per cent of the total, is almost exactly the same as those in the probate inventories and accounts of Shrivenham parish over the longer period 1540 to 1700.<sup>39</sup> They also came from the same areas, almost equal numbers from Wiltshire and Berkshire, with about a third from each county residing in the market towns nearest to Shrivenham, namely Highworth and Faringdon. The reasons for debts are rarely given; those which are relate mainly to agricultural produce supplied or work done by fellow parishioners and to loans on bond. More analysis of the probate evidence for the whole hundred is needed to confirm or modify that from Shrivenham parish alone.

Studies of credit and debt mainly from probate documents has already thrown light on otherwise obscure aspects of early modern society: the role of women in the family economy, the variety of rural occupations, changing patterns of household furnishing and funeral practices. In addition, perhaps there is enough in these court records to suggest that studies of debt in the other surviving hundred court books and manor court rolls would repay the effort and provide a supplement to the conclusions based on probate material.

<sup>38</sup> BRO D/EEL M39, May 1621; D/EEL M40, July 1626.

<sup>39</sup> Joan Dils and Deidre Schwartz, *Tudor and Stuart Shrivenham* (Reading, 2004), pp. 110–11.

