

THE FINANCIAL TRANSACTIONS OF AN ARCHDEACON, 1604–20

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As some financial liberalisation became generally accepted by the early seventeenth century, through the dual mechanism of the extension of statutes merchant (a special form of bond) to all classes of financial transaction and the gradual acknowledgement of a standard rate of interest, the provincial credit market took on a new complexion. Investors with spare capital could take advantage of a new money market on the security of these written instruments. One who engaged closely in this new financial market was the archdeacon of Leicester, Robert Johnson, who took advantage of the statute staple at Nottingham to extend loans to local yeomanry and husbandmen in Rutland, Leicestershire, Nottinghamshire and south Lincolnshire. His ‘bonds that tie’ are explored here.

The characteristics of the early-modern clerical estate have been much explored since Christopher Hill first posited the ‘economic problems’ of the Church (of England). Concern with the differences between the economic status of higher and lower clergy consequently became an object of research.¹ Attention has more recently been redirected to other qualities of the Tudor and Stuart clergy. In this context, there has been an attempt to discern, *inter alia*, whether they formed a profession, what were their educational standards, how well they performed their office, and their relationship with the local laity.² A particular focus has been on their theological, spiritual and ideological attributes and adherence, and how their attitudes were perceived by the laity. The notion of a ‘Puritan’ clerical elite amongst the clergy has been mediated by explorations into expectations of the majority of the local laity and parishioners, the ambivalence and vagueness of the very term ‘Puritan’ through its rhetorical usage, and the place and precision (or otherwise) of ‘the culture of Puritanism’.³ We have been counselled too to discern the difference between action and belief: that, regardless of the ostensible contrariness of what people, both clergy

¹ C. Hill, *The Economic Problems of the Church from Archbishop Whitgift to the Long Parliament* (Oxford, 1956); D. M. Barratt, ‘Conditions of the parish clergy from the Reformation to 1660’, unpublished DPhil thesis, Oxford, 1950; R. O’Day and F. Heal, eds., *Princes and Paupers in the English Church, 1500–1800* (London, 1981).

² R. O’Day, *The English Clergy, 1550–1642: The Emergence and Consolidation of a Profession* (Leicester, 1979); A. Hunt, *The Art of Hearing: English Preachers and their Audiences, 1590–1640* (Cambridge Studies in Early Modern British History, 2010); C. Haigh, *The Plain Man’s Pathways to Heaven: Kinds of Christianity in Post-Reformation England, 1570–1640* (Oxford, 2007); for the ambiguous concept of the professionalisation of the clergy, see the succinct summary by R. O’Day, *The Professions in Early Modern England, 1450–1800* (Harlow, 2000), pp. 45–110.

³ In addition to the above, P. Collinson, *The Elizabethan Puritan Movement* (1967); idem, *The Birthpangs of Protestant England: Religious and Cultural Change in the Sixteenth and Seventeenth Centuries* (London, 1988); idem, *The Religion of Protestants: The Church in English Society, 1559–1625* (Oxford, 1982); idem, ‘Elizabethan and Jacobean Puritanism as Forms of Popular Religious Culture’, in C. Durston and J. Eales, eds, *The Culture of English Puritanism, 1560–1700* (London, 1996), pp. 32–57.

and parishioners, did or said, their internal conscience was that they remained within the established church, the *ecclesia anglicana* of the ‘Elizabethan settlement’.⁴ All those issues have, in particular, been addressed comprehensively for the Caroline ministry and also for the collectivity (such as it was) of the clergy in the early Stuart era as a whole.⁵

It might then seem perverse to concentrate on the individual cleric who is the subject here: first, because he died in 1625, his demise preceding the Caroline clergy so expertly analysed; and second, as the concern with an individual removes us from the collectivity of the clergy. We can attempt to justify this preoccupation from a few perspectives. Archdeacons occupied an interesting position between the parochial clergy and the episcopacy, the Ordinaries, the higher clergy. Acting as brokers between lower and higher clergy, between those at the interchange with the local laity and the state-appointed offices, they had the capacity to act as intermediaries. Quite often, however, they also acted as instructors and leaders in the localities, the apogee of their influence exemplified, for example, by the proselytising clergy returning from exile on the continent during the Marian interlude, who became influential in the lower offices of the state church, such as archdeacon Lever in the archdeaconry of Coventry.⁶ Their office involved them in the disciplinary oversight of the parochial clergy, inspecting their instruction of, in particular, the catechism. Through the *libri cleri*, they recorded and assembled the parochial clergy. In particular, through the archdeaconry courts and visitations, the archdeacon or his official investigated complaints from the laity, and supervised the clergy and their assets *ex officio*. The office of archdeacon thus has a significance, especially in the case of those influential officeholders like Lowthe in the archdeaconry of Nottingham, who attempted to exercise something approaching authoritarianism.⁷ Robert Johnson, archdeacon of Leicester, the subject here, has sometimes been characterised in that vein, as a ‘Puritan’ authoritarian.

The epithet ‘Puritan’ applied to Johnson has been shown to have inherent complexity, perhaps even indicating hypocrisy from some quarters. Johnson’s career reflects the ambiguities of this contemporary morality. The financial transactions of Johnson, indeed, compound these complications of the ministry. The apparent ambivalence in Johnson’s career has been previously highlighted. His credit relationships expand on those apparent contradictions. The transactions – in themselves and because of the nature of the source exploited here – are equally complicated. For the sake of clarity, the exposition below follows a fairly defined

⁴ M. Ingram, ‘Puritans and the Church courts, 1560–1640’, in Durston and Eales, *The Culture of English Puritanism*, pp. 58–91.

⁵ T. Webster, *Godly Clergy in Early Stuart England: The Caroline Puritan Movement, c.1620–1643* (Cambridge Studies in Early Modern British History, 1997); K. Fincham and N. Tyacke, *Altars Restored: The Changing Face of English Religious Worship, 1547–c.1700* (Oxford, 2007). In the present context, B. Holderness, ‘The clergy as money-lenders in England, 1550–1700’, in *Princes and Paupers*, pp. 195–209 (derived from probate inventories of clergy).

⁶ B. Coulson, ‘Implementing the Reformation in the urban community: Coventry and Shrewsbury, 1559–1603’, *Midland History* 25 (2000), pp. 43–60. I also owe a debt here to Tony Upton who completed a PhD on the clergy of the archdeaconry of Coventry.

⁷ R. Marchant, *The Church Under the Law: Justice, Administration and Discipline in the Diocese of York, 1560–1640* (Cambridge, 1969), pp. 147–57.

structure, commencing with a short description of his career and biographical details. Then follows a description of the source material employed here for his financial transactions.⁸ Subsequently, after the ambivalence of that material has been explained, there follows a close analysis of the characteristics of credit transactions. Those empirical aspects recounted, their wider context is examined, illustrating the ‘liberalisation’ of credit arrangements between 1532 and 1624, which facilitated his (and others’) engagement in financial markets. Finally, some speculative comments are offered, with surmises about the intentions behind and the effects of his extension of credit.

Succinctly, Johnson, born in Stamford in 1540/1 to the borough’s MP, received his education at that seedbed of evangelicalism or radicalism, Cambridge, and commenced his career in service with Sir Nicholas Bacon, Keeper of the Great Seal, although, for his early recalcitrance about some aspects of the Elizabethan settlement, he fell out of the good offices of Archbishop Parker. Such dissatisfaction did not hinder his preferment and progression, through which he became an arch pluralist as well as an archdeacon. In 1591, he was instituted as archdeacon of Leicester, more or less coterminous with the county, retaining the office until his death in 1625. He resided, nonetheless, at his rectory in North Luffenham, to which he had been presented in 1574. His affluence was achieved not only through his multiple benefices, but also through two advantageous alliances in his three marriages. As redemption and reflecting his enthusiasm for education and theology, he established grammar schools in Oakham and Uppingham in 1584, enhancing also the charitable provision in those towns, as well as divinity scholarships in four Cambridge colleges.⁹

The evidence for Johnson’s involvement in credit and his financial relationships is derived from the statutes merchant registered before the Mayor and the Clerk of the Statutes at Nottingham. The implications of this form of recognisance or obligation for credit are elucidated further below. What we have for Johnson comprises 119 statutes merchant (a special form of bond or letters obligatory) registered before the Mayor and Clerk between 1604 and 1620. These written transactions might represent only an unknown proportion of the totality of Johnson’s credit arrangements. No doubt he entered into other bonds and letters obligatory which were not registered at a statute staple or were inscribed at a different statute staple. It does, nonetheless, appear that after 1604 he had a fairly consistent policy of resorting to the statute staple in Nottingham to assure his loans. In all the 119 statutes, he appeared as the creditor – the conusee or obligee – never as debtor.

⁸ Throughout, it is impossible not to employ the technical and contemporary terms conusor and conusee, for brevity. The conusor was the person who became the obligor in the bond (or statute) and the conusee was the obligee, so the conusor was bound to the conusee in a penal sum (usually, but not consistently) twice the amount actually at issue or involved, so that, for example, a conusor might be bound to a conusee in £200 to redeem a debt of £100 (complicated by the exaction of interest). Whilst it is not comprehensively accurate to do so, for the purposes of this paper it might be worth considering the conusor as debtor and the conusee as creditor.

⁹ T. Y. Cocks, ‘The archdeacons of Leicester, 1092–1992’, *TLAHS* lxxvii (1993), pp. 34–5; C. S. Knighton, ‘Johnson, Robert’, *Oxford Dictionary of National Biography* (Oxford, 2004), s.v. Johnson.

Bonds were collateral, of course, for many types of transaction: to perform covenants in indentures of even date, sometimes relating to the acquisition of land, or ensuring settlements and jointures. The statutes thus present a somewhat complicated and ambivalent object for analysis. To understand the intentions of the statutes, we need some knowledge of the defeasances for the redemption, extinguishing or cancellation of the statutes, which indeed is available intermittently through the memoranda of the Clerk of the Statutes (see further below).

The archdeacon's initial incursion into this particular credit market in 1604 involved significant obligations to him by people of status. On 15 October 1604, a statute was registered before the Mayor and Clerk by which William Fairbarne of Hickling, gentleman, and his son and heir, Gervase, gentleman, were bound in £800 to Johnson. On 21 May 1606, a statute for 1,000 marks was registered by which Walter Rudinge, of Westcotes, in St Mary's parish, Leicester, gentleman, and Francis Presgrave, of the same place, gentleman, were bound to Johnson. Another two years later, on 7 July 1608, Edward Harbotle, of Egleton, Rutland, gentleman, and his son and heir, Zachary, of Hambleton, Rutland, gentleman, entered into a statute to Johnson for £400. Evidently, then, Johnson engaged initially in this credit market cautiously, employing the registration of obligations (statutes) at Nottingham infrequently, at intervals, and restricting his credit to gentlemen, people of status and presumed creditworthiness, consistent with his own status, social networks and connections, so that these earlier statutes closely associated economic activity and social status, the economy embedded in society.¹⁰

From 1608, however, his engagement altered profoundly. He had recourse to registering his statutes at Nottingham with increasing frequency, multiple times every year (Fig. 1). Indeed, the period of his greatest involvement coincided with the highest intensity of the registration of these special bonds before the Mayor and the Clerk of the Statutes. Between 1575 and 1642, 936 statute bonds were assured before the Mayor and Clerk, a mean of 14 per annum (standard deviation 10.57) and median of 11.5. Between 1604 and 1620, however, 402 of these instruments were registered before the two officers, 42.9 per cent of all the bonds between 1575 and 1642. Johnson's bonds accounted for 29.6 per cent of those 402.

At the same time, the composition of his debtors changed radically too, for they became predominantly yeomen, with some husbandmen and traders, although he continued to patronise gentlemen.¹¹ The constant throughout, however, remained his engagement with rural society, in particular with holders of land. Although a small number of traders featured in the statutes, they were often associated with a group of conusors (debtors) who were yeoman, and traders stood alone as the conusor

¹⁰ Nottinghamshire Archives CA (= City Archives) (hereafter just CA) 3380, p. 11, 3381, fo. 6v, 3383, fo. 5r. ('Mayor's books'). For the economy which was socially embedded, K. Polanyi, *The Great Transformation: The Political and Economic Origins of Our Time* (Boston, MA, 2001 edn; originally published 60 years previously); for an introduction to Polanyi's notion of 'embeddedness', G. Dale, *Karl Polanyi* (Cambridge, 2010), pp. 188–206.

¹¹ The data for Johnson have been extracted from: CA 3385–3395 ('Mayor's books' and 'Hall books', 1604–20, but I have also examined all of these volumes from c.1575 to 1660, although there was a hiatus in 1643–5). The details of all the data can be examined at: <<http://www.historicalresources.myzen.co.uk/BONDS/statutes.html>>

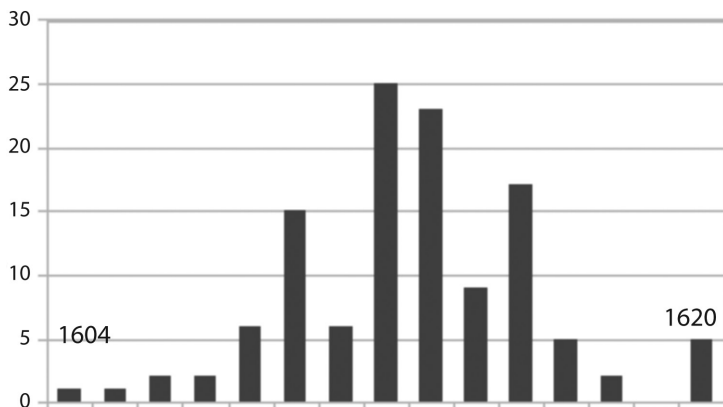


Fig. 1. Number of Johnson's statutes registered at Nottingham, 1604–20.

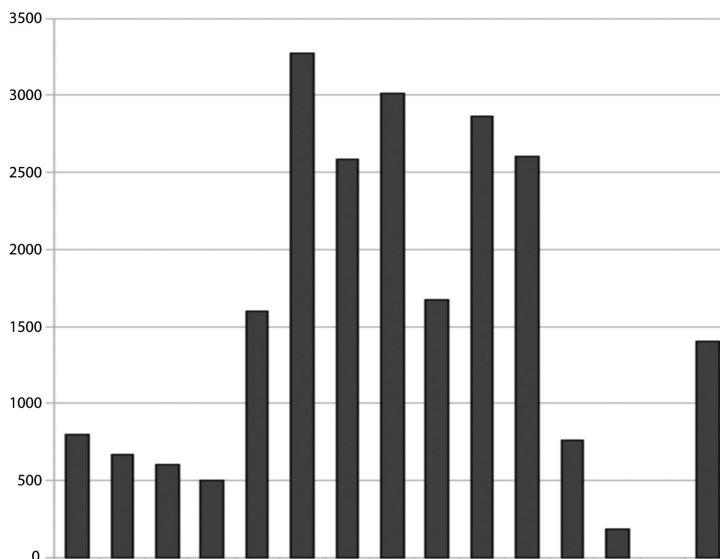


Fig. 2. Total values (£s) in Johnson's statutes, 1604–20.

only exceptionally, in a couple of statutes. This circumscription might have been again a consequence of the general nature of Johnson's associations, generally more connected to rural society than urban, although he did negotiate with inhabitants of Newark on Trent. The propensity to extend credit to rural landholders might, nonetheless, have ensued from Johnson's interest in land as security and assurance, and the anticipation that in some cases, default might lead to his acquisition of land. Whatever his motivation (and see further below), his credit relationships were concentrated on rural society, predominantly 'middling' landholders, the yeomanry, although he remained content to continue his financial involvement with his social

peers and superiors.¹² On this last point, for example, statutes were entered into by Thomas Wigley of Scraftoft, gentleman, for £400 in 1609, Richard Forster of Lyndon, gentleman, for £600 in 1610, Matthew Gamlyn and his son and heir, John, both of Spalding and both knights, for £1,400 in 1612, William Johnson of Uffington (Lincolnshire), gentleman, for £2,000 in 1615, Edmund Hall, of Witham, esquire, for 1,000 marks in 1616, and Thomas Mackworthe, of Normanton in Rutland, for £600 in 1620.¹³

The highest amounts involved, unsurprisingly, those of gentle status, by comparison with the lower levels associated with the yeomanry, as illustrated in Table 2.

The total obligation involved in the 119 statutes amounted to more than £22,000. Usually, the penal sum in bonds doubled the amount of the actual debt or principal, so that the statutes might represent at least £11,000 of actual credit extended by Johnson. In the case of statutes, however, the penal sum did not always equate to double the actual debt or obligation. The amount stated in the statute sometimes equalled exactly the actual amount owed (see below) rather than being a penal sum for the condition, so that the total value of Johnson's statutes might well have exceeded £11,000 by some distance, succinct testimony to his wealth. It is possible too that some of the statutes did not represent debts, but other agreements. Here is an additional complication. We can, nevertheless, be fairly certain that, by their nature, most of the transactions by Johnson did represent real encumbrances and debts as a result of loans extended by him. Where, after 1608, the Clerk of the Statutes annotated the registered statutes, we have information about the defeasances that is, the real conditions of the statutes which would annul the obligation.

In this regard, we have then the Clerk's memorandum on a statute from James Hubberd, of Frisby on the Wreake, Leicestershire, husbandman to Johnson in 1610 in £100: 'this was delivered to Hubberd himselfe by Mr Lorringtons letter for none else came about ytt & ys for 50li lent as he saythe' [so here, indeed, a penal sum].¹⁴ The defeasance of the gentleman of Somerby, William Lister, in the same year was explained by the Clerk: 'onely lister himselfe was here & had ytt with him he sayd the Defeazance was to pay 20li per annum for 9 yeares a halfe & he is to receive the Cli on Monday next' [presumably an instalment].¹⁵ 'Dawes himselfe onely came about ytt & had ytt away with him & sayd ytt was for 70li of borrowed money & he is to pay 14li per annum for 10 yeares' [which seems extraordinary on the surface]: such was the explanation by the Clerk of the defeasance of the statute of Thomas Dawes, of Waltham on the Wolds (Leicestershire), yeoman in 1610, the statute drawn in £140.¹⁶ The condition of the statute for £160 from Thomas Akers alias Agard, another yeoman, of Frisby on the Wreake (Leicestershire), was explained by the Clerk in 1610: 'Agard himselfe onely came about ytt & had ytt with him & sayd

¹² For the whole concept of 'middling' and 'middle sort', see now H. French, *The Middle Sort of People in Provincial England 1600-1750* (Oxford, 2007).

¹³ CA 3385, p. 13, 3386, fo. 6r, 3387, p. 12, 3390, p. 18, 3392, p. 9, and 3394, fo. 7v.

¹⁴ CA 3385, p. 15.

¹⁵ CA 3385, p. 16.

¹⁶ CA 3385, p. 16.

General status	Number	Composition
Gentle	32	1 baronet, 2 knights, 27 gentlemen, 2 esquires
'Middling'	202	7 clerks, 177 yeomen, 7 husbandmen, 11 trade (blacksmith, baker, dyer, tanners (2), smith, glovers (2), weaver, woollendraper, shoemaker)

Note: the number of conusors (obligors) exceeds the number of statutes because some statutes involved groups of conusors, often two, frequently three, and occasionally four.

Table 1. The social composition of the conusors (bound to Johnson) in Johnson's statutes, 1604–20

Status	Number of statutes	Mean amount (£s)	Standard deviation	Minimum (£s)	Maximum (£s)	Median (£s)
All	119	190	257.23	20	2,000	110
Gentle	24	506	439.22	120	2,000	400
'Middling'	95	110	61.322	20	300	90

Table 2. Descriptive statistics of the amounts involved in statutes to Johnson, 1604–20

ytt was for the payment of 16li per annum for dyuers yeares.¹⁷ The Clerk recorded too, in the following year, the defeasance for the statute of Edmund Crowne, also a yeoman, of Aslackby (Lincolnshire), extending to £200: 'no body here but Crown himselfe & he had ytt away & sayd ytt was for 20li per annum for 10 yeares'.¹⁸ In that year too (1611), the defeasance was specified for a statute (in £80) from another yeoman, from Barkestone (Leicestershire), Robert Greene: 'nescio le Defeasance mes le Dit Grene fuit hic solement et dixit quod fuit pour 8li per annum pour 10 ans & habuit le statut away' ['I don't know the [conditions of] the defeasance but the said Grene was here alone and he said that it was for £8 p.a. for 10 years and he had the statute away' – that is, Grene took the statute away with him].¹⁹ The £400 in the statute, also in 1611, from William Dixon, of Rolleston in Leicestershire, gentleman, and William Geast, of Illston on the Hill in the same county, yeoman, as dual conusors, had a similar condition for its redemption: 'nescio le Defeazance mes les parties conusors fuerunt hic solement & avoynt le statut & dixerunt quod fuit pour payment de 36li per annum pour 10 annis' ['I don't know the defeasance but the conusor parties were here alone and had the statute and they said it was for the payment of £36 p.a. for 10 years'].²⁰

The tenor of Johnson's statutes was seemingly to extend credit to arrange annuities in the sense of annual repayments to him.²¹ The Clerk's other annotations

¹⁷ CA 3385, p. 16.

¹⁸ CA 3386, fo. 7v.

¹⁹ CA 3386, fo. 8r.

²⁰ CA 3386, fo. 8r.

²¹ D. Hawkes, *The Culture of Usury in Renaissance England* (Basingstoke, 2010), p. 107, for contemporary recognition that annuities might disguise usury.

about defeasances in Johnson's statutes reinforce that conclusion: 'the conusors were here with a note from Mr lorington & had ytt with them & sayd ytt was for an Anuitie of 20li per annum for 10 yeares'; and 'conusor was here alone & with Mr Johnsons letter & had ytt with him ytt seems to bee for An Anuitie'.²²

In arranging all these transactions, Johnson himself, like many conusees, did not attend the registration of the statute at Nottingham. Evidently, only the conusors/obligors appeared before the Mayor and his Clerk, occasionally with a letter or note: 'nescio le Defeasance the conusors were here alone with a letter to me from Mr Johnson & they had ytt away with them'; 'nescio le Defeasance le conusor solement fuit icy ove [the conusor alone was here with] letter from the conusee & had ytt away with him'; 'le conusor fuit hic solement [the conusor was here alone] with a letter from Mr Johnson & had ytt with him'; 'they brought a note from Mr Johnson & hadd ytt away with them'; and 'the conusor came with a note with him from Mr Johnson & had ytt away with him'.²³

In terms of the geographical distribution of Johnson's conusors, these debtors were clustered in east Leicestershire, south Nottinghamshire, south Lincolnshire and Rutland, as might be expected from both the venue for the registration and Johnson's own residence. Some further comments can be made in further refinement (see Fig. 3). The distribution expanded incrementally, so that the obligors initially mainly inhabited Johnson's own archdeaconry, in eastern Leicestershire: Queniborough; Frisby on the Wreake; Scraftoft; Somerby; Waltham on the Wolds; Burrough on the Hill; Barkestone; Rolleston and Illston on the Hill; Saddington; Stonesby; Nether Broughton; and Fleckney; so that, in the first score of statutes, only Hickling, Egleton, Lyndon and Aslackby were located outside the archdeaconry – and two of those were in the vicinity of North Luffenham. All these places thus belonged to the 'information field' of Johnson's office. A fundamental transformation occurred after 1611, however, as Johnson's credit interests extended around Newark on Trent and into Lincolnshire. After 1611, 46 per cent of the conusors inhabited south Lincolnshire, with concentrations in, for example, Claypole and Long Bennington, whilst 32 per cent were in south Nottinghamshire, particularly in the Trent valley around Newark. Fewer than half a dozen resided in Rutland.

In a wider context, what can be elicited from Johnson's credit transactions? In terms of capital accumulation and assets, we perceive one aspect of his activity: his investment in annuities through loans. He no doubt maintained diversity in his investments, between land and other, more liquid and fungible assets.²⁴ Land imparted social honour, so could not be ignored, but Johnson had already achieved that status, through his rectory, his marriages and lay tenancy.²⁵ He continued, nonetheless, to balance his financial interests, at least once abrogating a financial transaction as he was engaged in purchasing more land, as the Clerk of the Statutes

²² CA 3388, fos. 10v, 12v.

²³ CA 3388, fo. 10v, 3388, fo. 11r, 3391, p. 15.

²⁴ For aspects of asset management, see K. Wrightson, *Earthly Necessities: Economic Lives in Early Modern Britain* (New Haven and London, 2000), pp. 290–5.

²⁵ All these aspects of social attitudes and ethos are encapsulated in K. Thomas, *The Ends of Life: Roads to Fulfilment in Early Modern England* (Oxford, 2009).

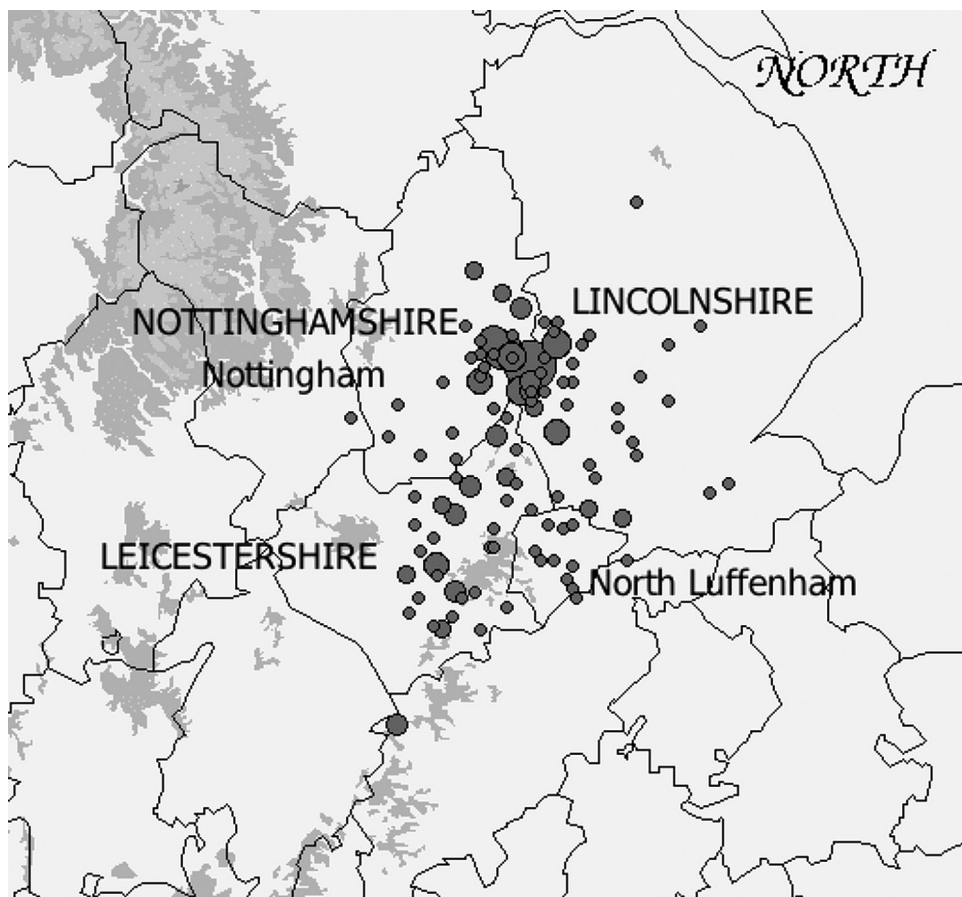


Fig. 3. Places of habitation of debtors (conusors) in statutes (bonds) of Johnson as creditor (conusee), 1604–20.

Note: the dots are proportionate to the number of debtors/conusors in each place.

remarked: ‘Mr Johnson hath bought land & so can parte with no money as yet Ideo istud statutum vacat [so he cancelled this statute] by deliueringe in the same to me x^o februarii Anno xij^o whereupon they entered into a new statut this day to Rich: Barker for 60li ut patet’; so that the group of three yeomen, William Bellymy and John Wood, both of Claypole, and William Hellywell of Tuxford, were disappointed by Johnson in 1615.²⁶

The ability of Johnson to engage in these transactions depended on some ‘liberalisation’ of financial ‘regulations’ between 1532 and 1624. Our understanding of the organisation of credit in early-modern England, particularly ‘Tawney’s century’, 1540–1640, has been advanced radically by successive investigations by

²⁶ CA 3390, p. 17 (annotation in the left margin).

Brooks, Champion and Muldrew. The tentative suggestion by Brooks that resort to central courts occurred to the detriment of local courts has been moderated by Muldrew, who has illustrated the continued vitality of those local institutions for personal actions, including debt litigation. Although the role of specialties (written instruments) was examined for the central courts by Brooks, the predominant 'culture of credit' in the provinces, according to Muldrew, continued to be dominated by 'trust' and 'credit' (social capital and economic creditworthiness), if not through those economic relationships embedded in social relations in quite the manner suggested by Polanyi.²⁷

The acceptance of a statutory rate of interest facilitated the extension of loans at interest. The usury acts of 1545 and 1571 (and later, 1624), which promulgated that rate, amounted to a not insubstantial fiduciary change in the sixteenth century which improved the liquidity and security of private financial transactions.²⁸ By 23 Henry VIII c.6 (1532), statute merchant bonds became available to all types of creditors and debtors. Hitherto, under the statutes of Acton Burnell (1283) and *de Mercatoribus* (1285), this instrument had been restricted to the commercial arrangements of merchants. Nottingham, like some other incorporated boroughs or towns with significant fairs, had acquired the privilege of registering statute merchant bonds, originally as an integral part of commercial activity. Through the extension of the statutes merchant in 1532, the borough developed into an institution for the administration of local credit arrangements for higher amounts. This local registration provided security which was enhanced by the statutory requirement that obligations not satisfied had to be certified into Chancery by the Mayor.²⁹ A memorandum of the certification was also entered in the local record. Only a small proportion of the statutes was certified into Chancery, so the locally registered statutes provide a much wider perspective than Chancery inscriptions of the organisation of local credit for higher amounts of credit.

In the discussion above, we have tangentially touched on some of the motives for Johnson's involvement in the local credit market. The strands were intertwined, inter-related and ambiguous, all financial, cultural and hegemonic. With regard to all the comments which follow, it is imperative to remember that the data derive from only one source and so the interpretive framework is tentative, even conditional.

We can commence with reference to Johnson's life-course. When, ostensibly in 1604, he entered into this credit market, he had already exceeded his 60th year. He

²⁷ C. W. Brooks, *Pettyfoggers and Vipers of the Commonwealth: The Lower Branch of the Legal Profession in Early Modern England* (Cambridge, 1986), pp. 96–101; C. Muldrew, *The Economy of Obligation: The Culture of Credit and Social Relations in Early Modern England* (Basingstoke, 1998), passim; W. A. Champion, 'Litigation in the boroughs: the Shrewsbury *Curia Parva*, 1480–1730', *Legal History* 15 (1994), pp. 201–22. For perceptions of worth and self-worth, A. Shepard, 'Poverty, labour, and the language of social description in early modern England', *Past and Present* 201 (2008), pp. 51–95; eadem and J. Spicksley, 'Worth, age, and social status in early modern England', *Economic History Review* 2nd ser. 64 (2011), pp. 493–530.

²⁸ N. Jones, *God and the Moneylenders: Usury and Law in Early Modern England* (Oxford, 1989), pp. 160–3; D. Valenze, *The Social Life of Money in the English Past* (Cambridge, 2006), pp. 97–8; Hawkes, *Culture of Usury*; commencing with *An Acte Agaynst Usurie* (37 Henry VIII, c.9), the first in a process which came to recognise the exaction of a standard rate of interest.

²⁹ The National Archives C241.

apparently ceased these transactions about five years before his death, although he had already begun to moderate his involvement from about 1617, when his statutes registered at Nottingham declined from 17 in 1616 to five in 1617, merely two in 1618, and five in 1620. If these data accurately reflect his financial transactions, then they were concentrated in a particular stage in his life-course, old age, when he had excess capital, when annuities might seem appropriate to this stage in his life, and a considerable time after he had made his major capital (educational) expenditure.

From this perspective of old age, he might have felt an even greater sensibility towards neighbourliness and also the Christian duty of charity.³⁰ To some extent, although not completely, neighbourliness might depend on who took the initiative for the transaction: whether the loan was beseeched by the conusors (borrowers) or advanced by Johnson (conusee, lender). We might even detect something of the ‘culture’ of gift-exchange in his transactions.³¹ The exchange involved, perhaps, a beneficent transfer at a difficult time for the conusors, whilst the return was deferred.³²

Even so, there exist more cynical countervailing propositions.³³ Christian charity might have been infused with selective targets. Johnson’s extension of credit might have been directed to the spiritually like-minded, to those who voluntarily conformed to his own concept of religious observance. His provisions of credit might even have been more instrumental, as a ‘disciplinary’ measure to influence the religious attitudes of his debtors.³⁴ Extending those ideas about persuasion, the credit transactions might have allowed him to construct a ‘clientage’ over which he exercised influence, benign or otherwise.³⁵

There is probably, in fact, no need to separate out and isolate any one intention or effect. All might have operated and applied simultaneously. Rarely do we have a single and unambiguous motivation and that condition surely obtained in the

³⁰ K. Wrightson, ‘Mutualities and obligations: changing social relationships in early modern England’, *Proceedings of the British Academy* 139 (2006), pp. 157–94; idem, ‘The “decline of neighbourliness” revisited’, in N. Jones and D. Woolf, eds, *Local Identities in Late Medieval and Early Modern England* (Basingstoke, 2007), pp. 19–49.

³¹ I. Ben-Amos, *The Culture of Giving: Informal Support and Gift-Exchange in Early Modern England* (Cambridge, 2008), esp. pp. 195–272 on deference, symbolism of status and the Protestant imperative, bearing in mind that the transactions discussed in this paper were not ‘informal support’, but formal, written agreements and contracts (i.e. formal obligations, not reciprocity) which imposed conditions, but might still be regarded as extending assistance in times of need.

³² For how the infusion of exchange value/money does not necessarily completely erode the aspect of ‘gift’, L. Hyde, *The Gift: How the Creative Spirit Transforms the World* (Edinburgh, 2006 edn), pp. xiii–xv.

³³ Contemporary cynicism is exemplified in Thomas Middleton’s *Michaelmas Term*, in which Quomodo, with the collusion of his associates, attempts to divest Master Easy, the Essex gentleman, of his lands through a loan of money on bond, consummately contrived in Act 2, scene 3: G. Taylor and J. Lavagnino, eds, *Thomas Middleton: The Collected Works* (Oxford, 2007), pp. 347–52. For contemporary opposition of ‘usury’ and charity, the former denying the latter, Hawkes, *Culture of Usury*, pp. 22, 95.

³⁴ Perhaps the best introduction to the impact of Foucault on historical practice is by Colin Jones and Roy Porter, ‘Introduction’ to idem, eds, *Reassessing Foucault: Power, Medicine and the Body* (London, 1994), pp. 1–16; see also G. Danaher, T. Schirato and J. Webb, *Understanding Foucault* (London, 2000), pp. 74–5.

³⁵ P. Bourdieu, *The Logic of Practice*, trans. R. Nice (Cambridge, 1992), pp. 126–8 (debt potentially as a form of ‘symbolic violence’ in some contexts; that is, within the remit of his Chapter 8, ‘Modes of domination’, pp. 122–34).

complex cosmology of early-modern actors. Most of the time, we conceive our own actions as benevolent, but in darker moments we suspect others of different motives. We fail to inspect closely our own subconscious imperatives, our favouritism, our desire to influence and persuade. Our altruism is clouded by other emotions. We hope and expect that others will be so appreciative of our benevolence – large or small – that they will accord some credence to our attitudes and perhaps even be influenced by them.³⁶ We exercise discretion in extending our financial assistance, to some rather than others. In making what are ostensibly beneficial transactions, some people within the same process organise their own financial affairs. Behind the cliché ‘mixed motives’ resides some (disquieting) resonance.³⁷

What seems more likely, nonetheless, is that Johnson had no previous relationship with these debtors. This situation can be deduced from the rôle which appears to have been played by an intermediary, Mr Lorrington. First, this mediation must be described. When, in 1610, James Hubberd, a husbandman of Frisby (on the Wreake), entered into a statute at Nottingham in £100 to Johnson, the statute clerk remarked: ‘this was delivered to Hubberd himselfe by Mr Lorringtons letter for none else came about ytt & ys for 50li lent as he saythe’.³⁸ In the following year, the yeoman, Peter Towers, became obliged to Johnson in a statute in £80, the clerk again recording: ‘nescio le Defeazance nullus fuit hic mes le conusor mesm qui port Mr lorringtons letter a moy’ (‘I know not the defeazance; no one was here other than the said conusor who brings to me Mr Lorrington’s letter’).³⁹ So, when two other yeoman, from Bottesford and Orston, entered into a similar arrangement with Johnson in £100 in the same year, it was noted that ‘nescio Defeasance mes les conusors fuerunt hic solement & tulerunt litteram a magistro lorington & habuerunt statutum cum eis’ (‘I know not the defeasance, but the conusors only were here and brought a letter from Mr Lorrington and had the statute [away] with them’).⁴⁰ The obligor of gentle status, Richard Wythers, also brought Lorrington’s letter to enter into a statute with Johnson in £200.⁴¹ When, moreover, two other yeomen entered into an obligation in £200 with Johnson, also in 1611, Lorrington accompanied them to Nottingham: ‘nescio le Defeazance Mr Lorrington was here with them’.⁴² Lorrington also appeared with two conusors of gentle status from Spalding who entered into a statute with Johnson in £1,400.⁴³ By and large, however, Lorrington sent yeomen or husbandmen with his letter to the Mayor and Statute Clerk to enter into bonds

³⁶ For the notion of ‘social capital’, adumbrated by Robert Putnam for contemporary society, but increasingly refracted historically, M. McIntosh, ‘The diversity of social capital in English communities, 1300–1640 (with a glance at modern Nigeria)’, in R. Rotberg, ed., *Patterns of Social Capital: Stability and Change in Historical Perspective* (Cambridge, 2001), pp. 121–52.

³⁷ See, for example, W. Miller, *Faking It* (Cambridge, 2003), pp. 9–30, 32.

³⁸ CA 3385, p. 15.

³⁹ CA 3386, fo. 7v.

⁴⁰ CA 3387, p. 10.

⁴¹ CA 3387, p. 15 (1612): ‘nescio le Defeasance mes le conusor fuit hic solement oue a letter from mr lorrington & had the statut away with him’.

⁴² CA 3387, p. 10.

⁴³ CA 3387, p. 12 (1612): Matthew Gamlyn, of Spalding, Lincs, knight, and his son and heir, John, of Spalding, kt.; ‘Mr lorrington was here with them & dixerunt that ytt was to performe an Anuitie but quantum nescio’.

with Johnson.⁴⁴ Between 1611 and 1616, Lorrington was involved in at least 15 (18 per cent) of Johnson's statutes, sending the conusors to Nottingham to enter into the statutes with Johnson. The number should be assumed as a minimum, since the evidence is the perfunctory memoranda of the Clerk of the Statutes between 1611 and 1616.

The identification of Lorrington involves a little ambiguity, since there are several candidates. A contemporary who acted as a conusee or creditor, but only in 1612, was John Lorrington, incumbent at Saxby in Leicestershire.⁴⁵ Since he was one of the clergy in Johnson's archdeaconry, he remains a possibility. Another clerical candidate is John Lorington, incumbent at Cranford, Northamptonshire, outside Johnson's own archdeaconry, but Johnson inhabited North Luffenham within the archdeaconry of Northampton.⁴⁶ This John had married Sarah, daughter of Henry Trigge, gentleman of Melton Mowbray, redirecting the lineage back into Johnson's officialdom. Perhaps we can dismiss him, however, because all the conusees sent by Lorrington to Nottingham inhabited north-east Leicestershire and south-west Lincolnshire (and a few from south-east Nottinghamshire), a location with which he had become removed. Wherever, in fact, Lorringtons are encountered, they seem to be concentrated in and around Melton Mowbray.⁴⁷ The clerk of the statutes identified Lorrington as of gentle status: as *Magister* (when composing in Latin) and Master.⁴⁸

Perhaps the best prospect is John Lorrington, merchant of Melton Mowbray, whose son, John, matriculated at St John's College, Cambridge, in 1645. That status suggests that he was addressed as Master. Perhaps the most confirmatory evidence is an arrangement made in June 1616.⁴⁹ By this statute, Thos Wormwell, Melton Mowbray, mercer, became bound to Nathaniel Lacye, of Melton Mowbray, esquire, and Gregory Brokesbey, Frisby on the Wreake, Leicestershire, esquire, in £600, but the Clerk of the Statutes observed that 'they came with a letter to me from Mr Jo: lorington'.

There is then the possibility that Lorrington was dispatching his own debtors or clients to Nottingham to borrow from Johnson. We can perhaps discount the

⁴⁴ CA 3388, fo. 9 (1612) (two yeomen from Long Bennington): 'the conusors brought Mr loringtons letter & had ytt with them'; CA 3388, fo. 9v (1613) (two yeomen from Westborough): 'Mr lorington sent them & they had ytt away'; CA 3388, fo. 10v (1613) (a blacksmith from Long Bennington): 'the conusor was here alone and brought Mr loringtons letter & had with them' [sic]; CA 3388, fo. 10v (1613) (a yeoman from Long Bennington and one from Little Dalby): 'nescio le Defeasance the conusors were here alone with a letter from Mr lorington to me & they had ytt away with them'; CA 3388, fo. 11 (1613) (two husbandmen from Winkburn): 'les conusors fuerunt hic alone with a letter from Mr lorington & had ytt with them'; CA 3388, fo. 12v (1613) (two yeomen from Burton on the Wolds): 'the conusors were here with a note from Mr lorington & had ytt with them & sayd ytt was for an Anuitie of 20li per annum for 10 yeares'; CA 3389, p. 12 (1613) (three yeomen from Bitchfield and Corby [Glen]): 'nescio le Defeasance Mr lorington sent them & they had ytt away with them'; CA 3389, p. 13 (1613) (two yeomen from Cropwell Bishop): 'the conusors were here alone with a note from Mr lorington & had ytt away with them'; CA 3391, p. 16 (1616) (yeomen from Ragdale and Sibleby): 'nescio le Defeasance they brough a letter to me from Mr {loring} lorington & had ytt away with them'; CA 3391, p. 17 (1616) (yeomen from Barrow, Wymondham and Twyford): 'they brought a note from Mr lorington & had ytt away with them'.

⁴⁵ CA 3387, p. 14.

⁴⁶ Lincolnshire Archives Office Reeve 1//12/1/6.

⁴⁷ Based upon evidence in the International Genealogical Index.

⁴⁸ CA 3387, pp. 10, 15.

⁴⁹ CA 3391, p. 15.

notion that Lorrington acted as Johnson's formal agent, since Lorrington evidently directed other conusors to Nottingham to engage with conusees other than Johnson. Lorrington sent yeomen to Nottingham to enter obligations twice with Richard Barker, another yeoman, of North Luffenham, with William Acrode, a clerk of Chesterton in Huntingdonshire, half a dozen times with William Heane *alias* Hayne, a gentleman of London, and with Francis Eldershaw, another yeoman of Keyworth.⁵⁰ What is equally interesting is that the Clerk of the Statutes recorded that Lorrington sent the conusors 'to me'. We can but speculate about the mechanism behind the arrangement of the statutes, but perhaps the Clerk of the Statutes had information about who was prepared to lend and made the arrangements accordingly, which is consistent with the presumption that in London '[t]his would normally be the role of the scrivener who made it his business to know which merchants had money to lend and which gentlemen were needy', if at a different level of society and in a provincial context.⁵¹

We know further that Lorrington was not alone in directing yeomen and husbandmen to Nottingham who became conusors of Johnson. William Reynolds provided notes and letters for conusors and also intermittently accompanied them to Nottingham; the memoranda by the Statute Clerk referred to his rôle in 15 of Johnson's statutes in 1614–16.⁵² Indeed, the clerk recorded that one of the statutes was renewed because Reynolds had lost the original in a ditch when he left Nottingham with the conusors.⁵³ More instructive is the participation of Ambrose Clarke, for it reveals something of the mechanism of bringing together debtor and creditor. In 1614, Clarke, described as a yeoman of Newark, jointly with a presumed relative, Thomas Clarke, a dyer of the same town, became bound by a statute to Johnson in £120.⁵⁴ Two years later, Ambrose brought to Nottingham two glovers and a weaver from Newark to enter into a statute with Johnson.⁵⁵ A little later in the same year, he sent notes with yeomen from Winthorpe and then a shoemaker and other yeomen from around Newark for their entering into two statutes with Johnson.⁵⁶ We might surmise then that Clarke, aware through his own experience that Johnson was a regular lender of funds and arranged at least some of his credit transactions through the statute merchant at Nottingham, introduced his acquaintances to this facility when they were in need.

To recapitulate, in the sixteenth century, some restrictions on financial transactions were 'deregulated' and 'liberalised', which assisted organisation of credit at higher levels, in terms of the amounts involved, including in the provinces and localities. The recognition of the institution of (naked) interest on loans through the establishment of a standard rate of interest facilitated the role of credit as another form of asset. The price of and return on this asset (credit) continued to exceed

⁵⁰ CA 3387, pp. 11, 15; 3388, ff. 8r–11v; 3389, p. 11 (basically in 1612–13).

⁵¹ T. Leinwand, *Theatre, Finance and Society in Early Modern England* (Cambridge, 1999), p. 45; Hawkes, *Culture of Usury*, pp. 31–5, for brokers and scriveners in London.

⁵² CA 3389, pp. 13–15; 3390, pp. 17, 19; 3391, pp. 9–12; 3392, p. 8.

⁵³ CA 3390, p. 16.

⁵⁴ CA 3389, p. 13.

⁵⁵ CA 3391, p. 11.

⁵⁶ CA 3391, p. 13.

the expected return on other assets, such as land, without the risk associated with commercial assets.⁵⁷ That assurance was reinforced by the extension of the statute merchant to all categories of people, with the guarantee provided by registration at the licensed staple, here Nottingham, and, on default of the conditions for the credit (defeasance), certification into Chancery. Robert Johnson is illustrative of the sort of affluent creditor who took advantage of these changes, which resulted, as is so often the historical case, through a ‘law’ of unintended consequences. Very grand narratives have been suggested for the transitions of the late sixteenth and early seventeenth centuries: ‘... an historical transition, at once epistemological, ideological, and material, from what has been variously rendered as status to contract, from sacred to secular, ascription to achievement, finite to open, fixed to contingent, use to exchange, bounty to profit, feudal to (nascent) capitalist’.⁵⁸ Whether those transformations occurred, it seems likely that there was increasing liquidity in finance facilitated by two particular changes of which archdeacon Johnson availed himself.

⁵⁷ C. Clay, ‘The price of freehold land in the later seventeenth and eighteenth centuries’, *Economic History Review* 2nd ser. xxvii (1974), pp. 173–89, also reflects back on the earlier price of land (as the ‘number of years purchase’). For a contemporary comment that merchants lower their risk from commerce to usury, Hawkes, *Culture of Usury*, p. 104 (citing Thomas Culpepper, *A Tract Against Usury* of 1621).

⁵⁸ Leinwand, *Theatre, Finance and Society*, p. 1, citing a large literature. Leinwand himself projects an image of colossal disruption through his chapter headings alluding to ‘credit crunch’, ‘debt restructuring’ and ‘venture capital’, which some may consider anachronistic, but which also perhaps credibly implies a ‘financialization of everyday life’ which was, if not entirely novel, at least heightened: R. Martin, *Financialization of Daily Life* (Philadelphia, 2002), especially pp. 16–17, for the consideration of how finance engenders ‘spectacle’. In the early-modern scene, that ‘spectacle’ was performed on the stage, for which, Leinwand, *Theatre, Finance and Society* (and compare the recent equivalence in ‘Enron’). For the wider contemporary literature, combining stage, treatises and tracts, see now Hawkes, *Culture of Usury*.

