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Some Wheathampstead houses with a history - Gelders, Gustard Wood



Contribution by Laurie Seymour

AGREEMENT between Mr William Wilshere & Mr Richard Kilby dated 3rd February 1821



Memorandum of Agreement made this third day of February
one thousand eight hundred and twenty one Between William Wilshere
of Gustard Wood in the Parish of Wheathampstead in the County of Hertford
farmer of the one part and Richard Kilby of Gustard Wood aforesaid
Carpenter of the other part - Whereas a marriage is intended shortly
to be had and solemnized between John Kilby (son of the said Richard
Kilby) and Mary Ann Wilshere (daughter of the said William
Wilshere) And whereas the said William Wilshere is seized to
him and his heirs of and in the customary or copyhold piece of
ground hereinafter described Now it is hereby mutually agreed
by and between the parties heretofore and the said William Wilshere
in consideration of the said intended marriage and of the
natural love and affection which he hath and beareth for his

Memorandum of Agreement made this third day of February one thousand eight hundred and twenty one Between **William Wilshere** of Gustard Wood in the Parish of Wheathampstead in the County of Hertford farmer of the one part and **Richard Kilby** of Gustard Wood aforesaid **Carpenter** of the other part - Whereas a marriage is intended shortly to be had and solemnized between **John Kilby** (son of the said **Richard Kilby**) and **Mary Ann Wilshere** (daughter of the said **William Wilshere**) And whereas the said **William Wilshere** is seized to him and his heirs of and in the customary or copyhold **piece of ground** hereinafter described Now it is hereby mutually agreed by and between the

parties hereto and the said William Wilshere in consideration of the said **intended marriage** and of the natural love and affection which he hath and beareth for his said daughter and of the stipulations and agreements herein contained on the part of the said Richard Kilby hereby agrees with the said Richard Kilby that he the said William Wilshere or his heirs will within three Calendar months next after the solemnization of the said intended marriage surrender into the hands of the Lord of the Manor of Wheathampstead with Harpenden in the said County of Hertford (of which the same is holden) all that piece of ground containing about **eight poles parcel of a field** of him the said William Wilshere called **Pondfield** situate at or near Gustard Wood aforesaid in the said Parish of Wheathampstead and now in his own occupation as the said piece of ground is now fenced off and divided from the residue of the said field together with all ways rights and appurtenances to the same belonging To the use of the said John Kilby and the said Mary Ann Wilshere (the intended wife of the said John Kilby) and their heirs according to the custom of the said Manor for and as the portion of the said Mary Ann Wilshere And the said Richard Kilby in consideration of the said intended marriage and of the stipulations and agreements herein contained on the part of the said William Wilshere hereby agrees with the said William Wilshere that he the said Richard Kilby his executors administrators or assigns will forthwith **erect and build at his own expense** on the said piece of ground for the benefit of the said John Kilby and the said Mary Ann Wilshere and for and as the portion of the said John Kilby one good and **substantial cottage** or tenement with requisite rooms and **outbuildings** thereto and in every respect complete the same for habitation And it is hereby further mutually agreed between the said parties hereto in case the said intended marriage shall not take effect within twelve Calendar months from the date hereof then that the said William Wilshere shall have the option of retaining the said piece of ground together with the cottage or tenement and premises he and they paying and in case of his electing to retain the same hereby agreeing to pay to the said Richard Kilby his executors or administrators within eighteen months of the date thereof the costs and charges of erecting the said cottage or tenement and premises the same to be ascertained and settled by a Surveyor or other competent person to be fixed upon between the said parties or by one of them in the case of the other refusing or neglecting to make such nomination And it is hereby further mutually agreed by and between the said parties hereto that in case the said William Wilshere shall not within thirteen months from the date hereof in the event of the said marriage being so had elect to retain the said piece of ground cottage and premises on the terms aforesaid then the said William Wilshere and his heirs shall and he hereby agrees that he and they will immediately afterwards surrender the said piece of ground cottage and premises to the said Richard Kilby and his heirs he and they paying and the said Richard Kilby for himself and his heirs hereby agreeing to pay in such case to the said William Wilshere and his heirs for the said piece of ground such price or sum of money as the same shall be valued at by some Surveyor or other competent person to be fixed upon between the said parties or by one of them in the case of the other refusing or neglecting to make such nomination. In witness whereof the said parties to this Agreement have subscribed their names the day and year first above written.

Signed by the said **William Wilshere** in the presence of **G. Edwards**

Signed by the said **Richard Kilby** in the presence of **H. Alexander**

'Some thoughts' by Laurie Seymour. who lived there from 1966 to 1988'

The O S Map of 1834 (obviously surveyed earlier) shows a group of dwellings in Lower Gustard Wood but it is not possible to identify specific ones. We know that **Guelders** was built in **1821/22**, and that the **Old Plough** pre-dated it. The Golf Club did not exist then, neither did Delaport. There was no road up to **Heron's Farm**; this was reached via a spur off Rose Lane (which carried on almost to Mackerye End).

The boundary of the common is marked on the map, and this clearly shows the fence surrounding Wilshere's land referred to in the Agreement of February 1821. Presumably the N E part of this is the **Pondfield** that is mentioned. It is not clear when, and on whose land, **Whippletrees** (next door) was built (speculative venture by **John Kilby?**). It certainly existed in 1853 when George Cheek sold "a small piece of land" to Kilby. The plan on the Memorandum of Agreement seems to suggest that the extension at the side of Guelders (which we converted for covered car parking) may date from that time. But where was the "other property" of Cheek's on which Kilby contracted to build "a new barn"? In Essendon presumably. It is intriguing to note that the area of the Guelders land referred to in the

Agreement of 1821 was eight poles. The Surrender of 1822 (and subsequent documents) gives it as 50 poles.

The road leading to Gustard wood common shown on the **1853** plan was no more than a track finishing at the Old Plough or thereabouts. It was extended to Heron's Farm in living memory.

The O S of **1902/03** shows **Wilshere's** land as the Delaport estate. Obviously Wilshere (or a successor) sold out to the **Upton-Robbins** family who built Delaport House. They retained the farm as part of their estate (which they sold to **George Norbury** in 1922). It remained a working "Home" farm up until the Norburys sold Delaport post **WW2**.

The pattern of ownership of Guelders is interesting. When my wife and I purchased it in **1966** we were only the third family to own it in its **145 years** of existence as far as we can ascertain (though other families had rented it from time to time).

1821 / 1822	It was built by Richard Kilby as a wedding present for his son John , on his marriage to Mary Ann Wilshere , whose father donated the land.
1888	It passed to their daughter Sarah , who married Charles Sibley .
1920	Sarah passed it to her son Charles Soppit Sibley (who we remember). He never married.
c1939	It went outside the original family for the first time when sold to James Corbett .
1966	Laurie & Daphne Seymour purchased it (in a very neglected state).
1988	It was sold to Mid-Herts Golf Club , in response to their request for first refusal.