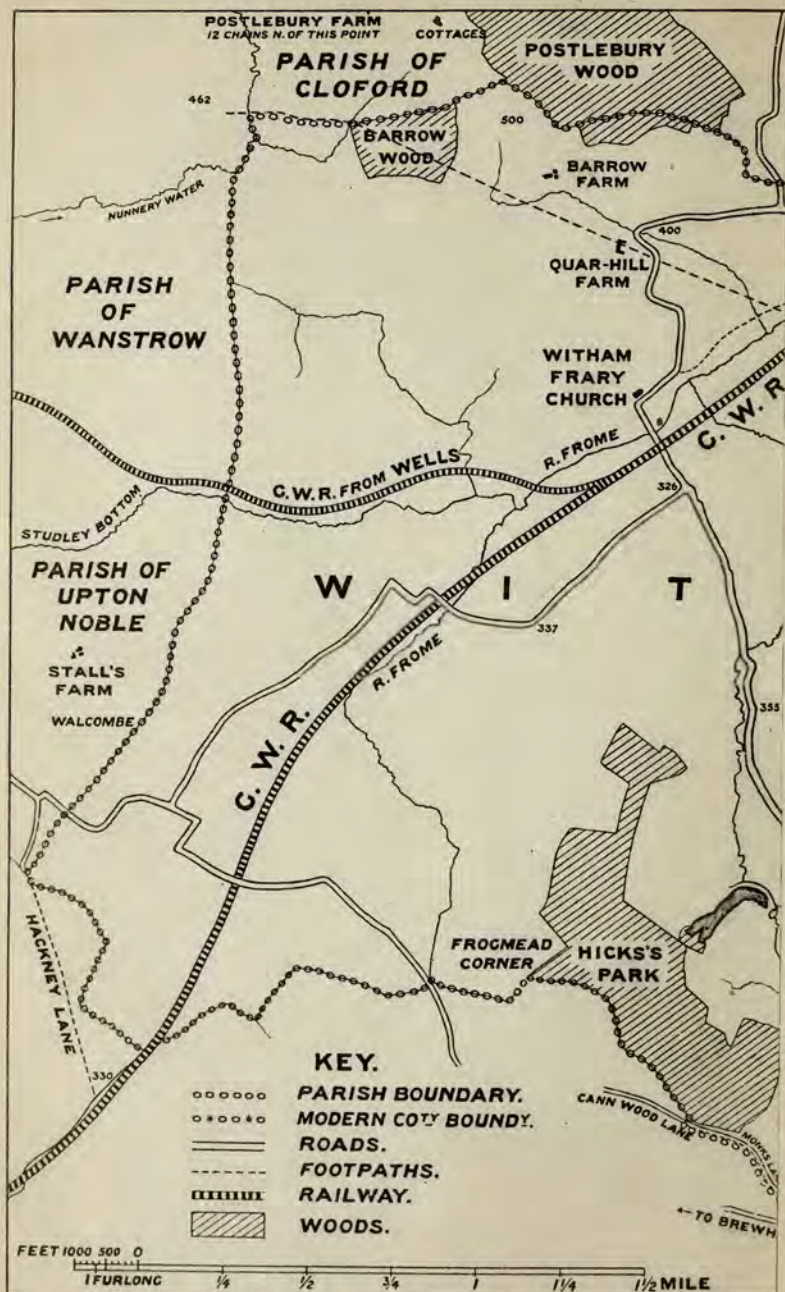


BOUNDS OF WITHAM.



BOUNDS OF

PART II.—PAPERS, ETC.

The Foundation Charter of Witham Charterhouse.

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THE purpose of the present article on the Foundation Charter of Witham Charterhouse is :

(1) To give a transcript of the original charter granted by K. Henry II to the Carthusians at Witham, which has recently come into the Library of the Dean and Chapter of Wells. The charter has long been known to us from an *Insperimus* of K. Edward IV, from which it is printed in the *Monasticon*, VI, 1f. But a collation of this copy with the original document shews some sixty divergences, chiefly indeed in matters of spelling ; the spelling of boundary names, however, is sometimes of considerable importance.

(2) To present the evidence of the Pipe Rolls as to the foundation and building of the Priory in a fuller manner than has until recently been possible, and thus to reach a more definite conclusion as to the date of the charter.

(3) To discuss the boundaries of Witham as given in the charter, and to call attention to the considerable remains of the ancient enclosure which are still to be seen. This last section is written in collaboration with the Reverend T. F. Palmer, Vicar of Witham, without whose guidance and assistance it could not have been undertaken.

(4) To give the text of an agreement between Prior R. of Witham and Prior Hugh of Bradley in 1233, which by the

courtesy of His Grace the Duke of Somerset I have been permitted to copy at Maiden Bradley.

A word may be said at the outset as to the bibliography of the subject for the guidance of future investigators.

In 1824 Sir R. Colt Hoare, Bart., printed for private circulation his *Monastic Remains of Witham, Bruton and Stavordale*. The book is rare : I have had the advantage of the use of the copy in the library of our Society. The writer has the merit of printing his documents in full ; but his judgments, historical and archæological, are now largely superseded. His appendix contains an important document relating to the leases of portions of the Witham estate to Roger Basyng and Ralph Hopton in 1538 and 1539 : this throws valuable light on the subsequent grants to Ralph Hopton in 1544 and 1545.

In 1864 the Reverend J. F. Dimock edited the *Magna Vita* of St. Hugh in the Rolls Series, with a valuable historical introduction. His date for the coming of St. Hugh (1175) has been discredited by subsequent investigations ; but his work enabled critical study of the subject to begin.

In 1879 Canon Perry of Lincoln published a *Life of St. Hugh*, which is now entirely superseded.

In 1895 appeared Miss E. M. Thompson's *Somerset Carthusians*, which gave the first systematic account of the Witham Priory. This is still indispensable, though it requires a good deal of correction in the light of evidence since made available.

In 1898 Father Herbert Thurston, S.J., reproduced in an English form with important additions a *Life of St. Hugh* written by a French Carthusian in 1890. His work is scholarly and critical, and he has made good use of the local contributions to the subject, to which we must now turn.

The first volume of the *Somerset and Dorset Notes and Queries* (I, 129, Mar. 1889) contains an article by the Reverend Henry Gee, now Dean of Gloucester, on *The So-called 'Friary' of our Somersetshire Charterhouses*. He pointed out that there was a 'Frary' at Hinton Charterhouse, about a quarter of a mile from the ruins of the Priory. The later English houses seem to have had no such arrangement.

In 1897 Mr. Bates Harbin wrote a useful note (v. 239) on

the removal of the inhabitants of Witham. The publication of the *Pipe Rolls* enables us now to correct and carry forward the details of this note.

In 1904 Mr. H. W. Underdown began a series of notes on *The Boundaries of Witham Friary* (ix. 108). They are marred by wild conjecture, but they have the merit of breaking new ground.

Other volumes of this series contain discussions as to the Church of the Friary by Mr. Elworthy and Mr. Buckle. The indexes of the various volumes should be consulted.

In our own *Proceedings* there are articles on the Church by the Reverend W. Hunt and Mr. H. White (vol. xxiv): but the most important historical contribution is a paper by Bishop Hobhouse (1893), which appears as an appendix to Mr. Elworthy's article in vol. xxix (pt. ii, pp. 21-30).

Lastly, we may mention the useful summary in the section on Religious Houses in the second volume of the *Victoria County History of Somerset*, by the late Dr. T. Scott Holmes.

I. THE CHARTER OF FOUNDATION.¹

H. dei gratia Rex Anglorum et Dux Normannorum et Aquitanorum et Comes Andegavorum. Archiepiscopis. Episcopis. Abbatibus. Baronibus. Justiciis. Vicecomitibus. et Omnibus Ministris et Fidelibus suis; Salutem. Sciatis me pro anima mea et antecessorum et successorum meorum construxisse Domum in honore Beate Marie. et Beati Johannis Baptiste. et omnium Sanctorum. in dominio meo de Witteham de Ordine Chartusie. ut sit mea et heredum meorum dominica domus. et elemosina. et concessisse eidem Domui et fratribus ibidem deo seruientibus et dedisse in liberam et perpetuam elemosinam ad sustentationem eorum totam terram infra subscriptos limites liberam et quietam ab omni seruitio. In primis a Parte Septentrionali a fossato de Parco; usque ad Hach Stoch. ab Hachstoch de Posteberi per fossatum de Berwa usque ad pratum Regis. De prato regis per medium prati; usque ad Hachweie. De Hachweie; ultra Hunburna usque ad Rugalega. De Rugelega; usque ad Walecoma. De Walecoma; per Hanhefda; usque Luthbroka. De Luthbroka per cursum aque usque

1. The expansion of abbreviations is indicated by *italics* in a few instances at the beginning and at the end of the document. The letters enclosed in brackets have been torn away from the margin. The semicolon is inverted in the original.

ad Pennemera. De Pennemera usque ad maram Willelmi filii Petri. De hac mara; usque ad Kincput. De Kincput iuxta pontem usque ad Wodecrofte Petri. De wodecrofte petri usque ad Frogmera. De Frogmera; usque ad Cleiteweia. De Cleiteweia; usque ad Fleistoka. De Fleistoka; usque ad Sepsnedes weia. De Sepsnedesweia; usque ad Ruggescliua heaned. Hinc; usque Chelsledesweie. De Chelsledesweie; per cilium montis; usque ad Fisbornes heafde. Hinc per cursum aque; usque ad parcum. Hinc per fossatum parci; usque ad Fromweia. De Fromweia; usque ad Hachstoch. Preter hec dedi eis ad pasturas eorum apud terram de Chedderford. Ab Harechina in Hindcomesenda; usque ad Letherberga. De Letherberga; usque ad Steinberga. De steinberga; usque ad Hoppewelle. De Hoppewelle usque ad Staberga. De Staberga; usque ad Sgaldeberga. De Sgaldeberga; usque ad Stanam et Banam. Et inde usque ad Petram perforatam; per medium putei. Et de petra perforata; usque ad Schinindecliue. Et inde per uallem; usque ad Faldam Latronum. Et inde usque ad Kingduneswestende. De Kingduneswestenda; per uallem uersus orientem; usque ad uiam que uadit de Pridia usque ad Chedderford. Et inde supra pratum Johannis Marescalli; usque ad petram de Pempelestorna. De pempelestorna; per semitam usque ad collem prati Malherbe. Et inde usque ad Harestana inter pratum regis et pratum Malherbe. Et de Harestona usque ad petram semite que ducit usque Hindesgrauam. Et de Hindesgraua; usque ad latam uiam. Et inde usque ad Spinam paruam. Et de illa spina; usque ad Hedewoldestinga. De hede woldestiga; usque ad puteum inter pratum regis et pratum Ruga-berga. De puteo illo; usque ad Redemera. et inde usque ad petram que facit diuisam inter pratum regis. et pratum de Ruga-berga. De petra illa; usque ad aliam petram. Et de illa petra; usque ad Petram de Cliua. Et de petra de Cliua; usque ad Latam petram. Et de Lata petra; usque ad Melestiesenda. De Melestiesenda; usque ad Stanrodam. Et inde ad Begesethle. De begesethle; usque ad Elweie. De Elweie; ad Sigodesfeld. Et inde per uallem de Smeletuma; usque ad Croftam Rogeri. De crofta Rogeri; usque ad Rugelega. De rugelega; De Rugelega; ad Clotlega. De clotlega; usque ad Crucem de Meleweia. Et inde; usque ad Smeletuma. De Smeletoma; usque ad Lefwiesmere. Et inde; ad Snedelesputte. Et inde; ad Eilsiesmede. Et inde ad Bikwelle. Et inde; ad suthemeste Rodberga. Et inde ad furcas. De furcis; per cauum ductum ad platam petram. Et de plata petra; ad Horswelle. De horswelle; ad hindeswelle. Et inde ad Walborgam. De Walborga; ad Harachinam.

Quare uolo et firmiter precipio quod supradicta domus mea de Witteham et fratres ordinis Chartusie in ea deo seruientes omnia predicta habeant et teneant in libera et perpetua elemosina. ita bene et in pace. libere et quiete. integre et plenarie et honorifice;

cum omnibus libertatibus suis; sicut ea unquam liberius tenui. Et cum liberis consuetudinibus suis tam de priore eligendo quam de aliis consuetudinibus quas habet domus Chartusie. In bosco et plano. In pratis et pascuis. In aquis et molendinis. In viuariis et stagnis. et Piscariis. et Mariscis. In uiiis et semitis. et in omnibus aliis locis et aliis rebus ad ea pertinentibus. libera et quieta de Geldis et denegeldis. et hidagiis et Scutagiis. et operationibus castellorum. et pontium. et Parcorum. et fossarum. et domorum. De theloneo uero et Passagio. [et] paagio. et Pontagio. et Lestagio. et de omni seruitio et consuetudine. et omni questu pecuniario ad me pertinente; sint liberi et quieti per totam terram [meam tam] ultra mare; quam citra mare. Et de essartis et regardo foreste infra terminos suos. Et de siris et hundredis. et sectis syrarum et hundredorum. et placitis et queretis omnibus. Et omnes terre eorum de quibus solebat dari Murdrum; in perpetuum sint quiete de Murdro. et de omni exactione et uexatione et inquietatione mundana. Prohibeo etiam ne Forestarii uel eorum Ministri aliquam eis molestiam faciant infra limites suos. nec ingredientibus uel egredientibus per eos. Siquis autem contra hanc piam donationem meam uenire. uel eam in aliquo perturbare seu diminuere presumpserit; iram omnipotentis dei et meam maledictionem incurrat. nisi ad condignam satisfactionem uenerit. Omnibus uero misericorditer eam amplectentibus et in pace fouentibus sit pax et remuneratio ab eterno patre in secula seculorum. Amen.

Testibus. Hugone Dunholmensi. Gaufrido Elyensi. Johanne Norwicensi. Reginaldo Bathoniensi Episcopis. Johanne filio meo. Comite Willelmo Sussexie. Rannulfo de Glanvilla. Waltero filio Roberti. Reginaldo de Curtenay. Hugone Bardolfo et Hugone de Morwico Senescallis. Radulfo filio Stephani Camerario. Gilleberto filio Reinfridi. Gaufrido filio Petri. Roberto de Whitefelde. Michaelle Belet; Apud Merlebergam.

Endorsed. A. Carta prima Regis Henrici de loco et terminis de Wittham.

II. THE DATE OF ST. HUGH'S ARRIVAL AND OF THE CHARTER.

The earliest record evidence we have of the settlement of Carthusians at Witham comes from the Pipe Roll of Mich. 1179 to Mich. 1180. The sheriff of Dorset and Somerset notes that a charge of £10 is by royal brief no longer payable from the vill of Witham where the brethren of the Carthusian Order reside. This vill had been held by William Fitzjohn. It seems probable that he was dead: for he signs royal charters,

both in England and in Normandy, with frequency from 1155 to 1175-6, after which he disappears.¹

The same Pipe Roll (1179-80) shews a payment of £13 6s. 8d. to Ralph FitzStephen, by brief of Ranulf de Glanvill, for buying clothing for the brethren of the Charterhouse. This came from the sheriff of Hampshire. And, what is more important, the sheriff of Cornwall pays Ralph FitzStephen, by briefs of the same Ranulf de Glanvill, £40 for the buildings at Witham.

In the next year (1180-1) Ralph FitzStephen pays out of Notts and Derby £20 for the building of the houses at Witham, by royal brief and on the view (*per visum*) of Elyas de Maissi and Walkelin de Bradelega. It is obvious that Walkelin de Bradley was a near neighbour: and so too was Elias de Meysey; for we find him presenting to a moiety of the church of Nunny about this time (*Wells Reg.* III, 389b). The same Roll shews that Ralph FitzStephen obtained 54s. from Wilts for the work at Witham.

The year 1181-2 has many entries of interest. The sheriff of Dorset and Somerset contributes £20 towards the buildings, and £10 'for seed to sow the land of the brethren of the Charterhouse.' He also shews that the king has lost 70s. and £4 for the half-year on lands given at North Curry by royal charter to be held of Henry of Newmarch by Geoffrey of Wanstrow and Gilbert of Norfolk² in exchange for their lands which the king has given to the brethren at Witham. The half-year in question is Easter to Michaelmas, 1182. The king's charter to Gilbert of Norfolk is preserved to us in the Wells Register, III, 81b. He is granted £8-worth of land in the king's manor of North Curry in exchange for his land at *Parva Whiteham*, to be held of Gilbert Malet³ for the same service for which he had held of him the land at Witham.⁴

1. See below, pp. 13f.

2. Both these persons attest Wells Charters of this period (*Reg.*, III, 389, 390b).

3. Both Gilbert Malet and Henry of Newmarch sign charters together in 1182 (*Wells Reg.*, I, 21; III, 160).

4. See further below, p. 11.

This charter was granted at Waltham, where the king was on 22 February, 1182, a few days before he sailed for Normandy.¹ If this was the date of the charter, we can understand the sheriff's entry of 27s. 3d. from the produce of North Curry 'before the king gave it to Gilbert of Norfolk and Geoffrey of Wanstrow.' The fixing of this date is of some importance, as it would appear that the king's formal grant of the land at Witham to the Carthusians had already taken place.

This same Roll (1181-2) shews that from the revenues of Lincolnshire 27s. was given 'for nine ells of blanket' (*blanchet*—said to be the oldest example of the use of this word) for the brethren; and that Ralph FitzStephen had £10 from Hampshire to purchase cloths (*pannos*) for them. But this does not yet exhaust the king's liberality in this year. The Abbey of Glastonbury was vacant and its revenues were being administered by John Cumin, the archdeacon of Bath, who had recently been consecrated to the archbishopric of Dublin (21 March, 1182). His clerks on his behalf entered payments to Ralph FitzStephen of £80 for the food of the Carthusian brethren, and £60 for their buildings.

We may add that, when the king made his will at Waltham before leaving the country, he included in it a bequest of 2000 marks 'to the House and the whole Order of the Carthusians.'

The king did not return to England until 10 June, 1184. In his absence the monks at Witham did not fare so well. But the Pipe Roll for 1182-3 shews that Devon provided them with £30 for their buildings by a brief of Ranulf de Glanvill, and Hampshire 10 marks, instead of £10, for their clothes.

In 1183-4 Devon gave £50 for the buildings, and Berkshire another £50—in each case by royal brief, which perhaps was issued on the king's return.

He left England again 16 April, 1185, and the Roll for 1184-5 shews nothing relating to the brethren, except that by a royal writ they were excused a payment of 40s. due from 'the pasture of Chedderford.' This entry occurs again in the following years: it refers to land granted them on Mendip.

1. For the Council at Bishops Waltham, see Eyton's *Itinerary of K. Henry II*, p. 246.

After a year's absence the king returned on 27 April, 1186, and on 25 May he held the Council at Eynsham or Oxford, at which Hugh is said to have been elected to the bishopric of Lincoln. The Pipe Roll for 1185-6 shews a grant from Wilts of £20 towards clothing and other necessities; and the vacant Abbey of Abingdon provides £30 for 'the work which the king caused to be made at Witham.'

In 1186-7 Dorset and Somerset provide 100 'cranochs' of corn, worth 62*s.* 6*d.*; and the vacant see of Salisbury supplies Ralph FitzStephen with 100 marks for the building of 'the church of Witham'; and the prior of the Charterhouse with 10 marks for the purchase of clothing for the brethren. It is interesting to observe that the work of building was not completed before St. Hugh's departure for Lincoln.

We have seen how the king early in 1182 compensated two of the holders of land at Witham by granting them lands on his manor of North Curry. Another claimant to be satisfied was the Priory of Bruton. A memorandum in the Bruton Chartulary (*Som. Rec. Soc.*, VIII, p. 102) states that in 1181 'the house of the Carthusian order in the desert (*heremo*)¹ of Wyttham was newly founded.' Before this the prior and convent of Bruton had a chapel with lands and tenements there, and certain rights of pasturage and gathering dead wood. In exchange for this the king gave them the church of South Petherton, and rights in Bryncumbe Wood. The king's charter (*ibid.*, p. 34) to Bruton must have been issued before June, 1183, when one of its witnesses, Master Walter of Coutances, archdeacon of Oxford, was consecrated to the see of Lincoln. We may probably date it before the king's departure for Normandy in the early part of 1182.

The whole of the above evidence seems to point to the end of 1181 or the beginning of 1182 as the date of the foundation charter of Witham; and the names of its witnesses appear to be entirely consistent with this date. The king had returned from abroad on 26 July, 1181. In August he was

1. This is simply a technical term derived from the Grande Chartreuse. It is constantly used of the Charterhouses founded at this period in France and elsewhere. We shall see presently that the vill of Witham was already enclosed and cultivated.

in the north of England, but he was at Winchester on 12 September. Then he seems to have been in Wiltshire for some time. On 6 January, 1182, we know that he was at Marlborough, when his son Geoffrey formally renounced his position of bishop-elect of Lincoln. If we select this occasion as the moment when the Witham charter was issued, it will still, according to the computation of those days, fall within the year 1181 which is specified in the Bruton Chartulary.

Mr. Eyton in his *Itinerary of K. Henry II* (p. 271) has preferred to assign the charter to September, 1186, just before the consecration of St. Hugh to the bishopric of Lincoln. There is no objection to be taken to this so far as the names of the witnesses are concerned: but the evidence which we have considered above seems to require the earlier date.

I had written the above before I had seen Father Thurston's excellent Life of St. Hugh: I am glad to find that by a somewhat different course he has reached the same conclusion (p. 602); namely, that we may reasonably attribute the charter of foundation to 6 January, 1182.

The question of the date of St. Hugh's arrival in England deserves further consideration. The Roll of the Norman Exchequer, as Father Thurston has pointed out, has for the year from Michaelmas, 1179, to Michaelmas, 1180, entries for the entertainment of the Carthusians at Caen, and for their passage to England in charge of Reinald the king's clerk.¹ The expenditure here referred to may have been incurred a little before Michaelmas, 1179, though not in time to have been authorised by royal brief and entered in the accounts of the year which ended on that date.

I cannot think with Father Thurston that these entries mark the arrival of the original band of Carthusians. The failure and retirement of the first prior, and the death of the second, followed by the special mission to the Grande Chartreuse in quest of St. Hugh, require more time than this would

1. I quote these entries from his note on p. 599: '*Stapleton, Magni Rotuli Scaccarii Normanniae*, vol. I: "In passagio fratrum de Cartosa et Reinaldi clerici regis qui eos duxit in Angliam, xx sol. per breve regis" (p. 37); and "Reinaldo clerico regis ad conredium fratrum de Certosa, c sol. per breve regis" (*ib.*, p. 56).'

allow. The hundred shillings for the entertainment of the brethren may include their expenses on the journey across the continent; and it is not likely that Hugh would come single-handed to the task in which his two predecessors had failed.

Now we gather from the *Magna Vita*, as interpreted by Father Thurston himself, that Hugh left the Grande Chartreuse shortly after the death of the ex-prior Basil (in 1179),¹ and before the resignation of Guigo II (1180). He travelled with the royal ambassadors (*Magna Vita*, p. 66) and came to the king, who sent him on with honour to Witham. Here he found the brethren dwelling 'in a wood not far from what was then the royal vill of Witham' (p. 67). They occupied 'cells built of logs, in a small valley and surrounded by an enclosure of pales.' They were almost destitute, and wholly wanting in the conveniences proper to their Order. Fitting sites for the larger and smaller churches and for the buildings for monks and brethren respectively had not yet been marked out. The vill, which was to be granted to them, was still occupied by its old inhabitants, for whom no other provision had yet been made. Hugh surveyed the ground, shaped his plans, and returned to the king, as had been arranged. The king approved his scheme, and gave him what he asked (p. 68).

We find that K. Henry spent Christmas, 1179, at Notting-

1. It is necessary here to observe that the assignment of the death of Basil to 1179 is not 'a fact,' as Father Thurston calls it (p. 72), but a conjecture of the learned Carthusian Dom Le Couteulx, whose *Annales*, written before 1695, have only recently been printed. The facts are unfortunately few. There is a charter of an agreement to which Prior Basil is a party in 1173. The older chroniclers say that he was prior 23 years and died in office in 1174.

But Le Couteulx (*Annales*, II [1888], p. 373) argues for his abdication some years before his death: (1) because St. Hugh was 40 years old when he was delivered from his great temptation through a vision of Basil ('quondam priorem Cartusiae et nutritium suum') who had died *some days* before: but it is known ('constat') that Hugh was only 40 when (c. 1180) he was sent to England; and there was certainly another prior (Guigo) in 1175; (2) because in the present Calendar of the Grande Chartreuse the obit of Basil is given as that of a simple monk.

Le Couteulx's conjecture was necessitated by his reading 'ante aliquot dies' in the *Magna Vita* of St. Hugh (II, c. 2). But the evidence seems decisive in favour of the accepted reading 'ante aliquot annos,' which presents no historical difficulty.

ham, and then went into Yorkshire. He left for Normandy in the middle of April, 1180. If we suppose Hugh's first interview with him to have been in the autumn of 1179, he may have brought him his matured plans before he sailed from England in the spring of 1180. This will harmonise with the fact that £40 was contributed towards the building at Witham in the financial year which ended at Michaelmas, 1180.

Bishop Reginald of Bath, who went on the king's behalf to secure the mission of Hugh, was at the Lateran Council, 5-19 March, 1179. There is nothing to show when he returned to England. He may well have remained abroad through the summer, and have visited the Grande Chartreuse in July or August. At any rate our information as to his movements suggests nothing that is adverse to the conclusion we have reached as to the date of St. Hugh's arrival in England.

It is desirable to set out in full the evidence as to the transplantation of tenants at Witham to North Curry and the neighbourhood, to which attention was called by Mr. Bates Harbin in *Som. and Dor. Notes and Queries* (v, 239, Mar. 1897), and subsequently in his edition of the Athelney Chartulary (*Som. Rec. Soc.*, xiv, pp. 164ff) in 1899.

1. Of the grant to Gilbert of Norfolk, preserved in the Wells Register (R. III, 81b) we have already spoken. It is dated at Waltham, and was probably granted on 22 February, 1182. Mr. Bates Harbin now retracts, rightly I think, his former view that the names of the cultivators who were given with the lands are those of the inhabitants of Witham who had been transplanted: they were the serfs on the king's lands at North Curry. Among them, at a place called Humma, we find Robert Vela. He appears later in a grant made to Athelney by Gilbert of Norfolk (for the soul of his lord William Malet and his own and his wife's) of 'Robert Vele and his holding at Huntham.' 'The king,' he says, 'gave him to me, together with another holding which I have in Cory, in exchange for my land at Witteham which he gave to the brothers of the Charterhouse.' The grant is attested by William son of Gilbert Malet (*Ath. Chart.*, p. 166).

2. Gilbert of Norfolk held of Gilbert Malet: but Geoffrey

of Wandstrow, who is also mentioned in the Pipe Roll of 1181-1182, held of Henry of Newmarch. The Athelney Chartulary (p. 164) contains a parallel grant by which Geoffrey of Wandstrow obtains seven virgates in the manor of North Curry, in exchange for his land at Witham and Wandstrow, which the king has given to the Carthusians. The witnesses are in part the same as those of Gilbert of Norfolk's charter, but they include also the king's son Geoffrey the chancellor and Walter of Coutances, the archdeacon of Oxford, both of whom attest the king's will at Waltham on 22 February, 1182: so that this charter, like the former, probably belongs to that date.

It would seem therefore that the statement in the Pipe Roll that Geoffrey of Wandstrow and Gilbert of Norfolk held of Henry of Newmarch is wanting in accuracy.

Geoffrey of Wandstrow's property at North Curry passed to John de Alre (*or* Aura = Aller), apparently through his marriage with Agnes, daughter of Odo of Wandstrow and widow of Oliver of Avenel.¹ This John de Alre appears in an inquest held before Henry de Bratton in 1256 to investigate a complaint by the abbess of Shaftesbury that she had been defrauded of the common of pasture belonging to her men of Culmeton (Kilmington) in the land given to the Charterhouse at Witham. The jurors declared 'that when the said King Henry the grandfather, the founder of the house of Wytteham, gave the place to the prior and brethren, he satisfied all who had any right within the said metes, whether in tenement or of common, by exchange or in some other manner; for he made proclamation through the counties of Somerset, Dorset and Wilton, in the marketplaces and elsewhere, that all those who might or wished to claim any right within the said metes and bounds, whether in tenement or of common, should come within two years and a half from the time of the founding of the house, and should show their right and accept an exchange, otherwise they would not be heard. They say that the predecessors of the said John de Auure, who had lands within the aforesaid bounds, and many others, came within the time and

1. See Mr. Bates Harbin's note, *Ath. Chart.*, p. 191.

received a competent exchange,' etc. The abbess seems to have gained nothing by her suit (*Som. Pleas*, *Som. Rec. Soc.*, xi, pp. 449-453).

The manor of North Curry was purchased by Bishop Reginald from K. Richard I in 1189 and settled on the dean and chapter of Wells, to whom John de Alre gave considerable trouble in the matter of enclosures: he made fine with them in 1263 (*Som. Fines*, *Som. Rec. Soc.*, vi, p. 190).

In the Pipe Roll for 1158-9 we find the entry: "Et in terris datis . . . Rad' de Hasting'. x. li. numero in Witeham." This would appear to mean that the king had given certain lands at Witham to Ralph de Hastings, the annual value of which to the king had been £10, which sum the sheriff is now entitled to deduct from the amount which he has to pay into the exchequer.

This entry is repeated until 1162-3: but in 1163-4 William of Hastings takes the place of Ralph. This so continues till 1167-8. Then in 1168-9 the entry disappears. In 1169-70, however, we find two entries: "Et Willelmo fil' Johannis. c. s. bl'. in Witham per breve regis. quamdiu regi placuerit. Et in don' per breve regis Willelmo fil' Johannis. x. li. bl. in Witham."

This marks an *interim* arrangement. The land had not been given at once to William FitzJohn; but the king has made a special gift to him for part of the period since the last entry as to William de Hastings. In the following year (1170-1) we read: "Et Item in terris datis Willelmo fil' Johannis. x. li. bl'. in Witham. quamdiu regi placuerit." Similar entries occur until 1178-9.¹

Then in 1179-80 we find the very interesting entry under the same heading "de terris datis": "Et fratribus de ordine de Chartusae residentibus in villa de Witham quam Willelmus fil' Johannis habuit. x. l. blancorum in eadem villa per breve regis."

The three persons who thus appear as holders of the vill of Witham are all known as faithful servants of K. Henry II,

1. The entries for 1177-8 and 1178-9 omit the words "quamdiu regi placuerit."

and two at least of them were among the 'new men' introduced into office by K. Henry I.

Ralph of Hastings attests a royal charter at Rouen between 1133 and 1136. In Eyton's *Itinerary of K. Henry II* he appears as the queen's *dapifer*, 1155-8.

William of Hastings appears therein as *dispensator regis*, 1159-68. His grandson William was grandfather of Henry Hastings, the first baron (*Dict. Nat. Biogr.*).

William FitzJohn and his two distinguished brothers, Pain and Eustace, attest K. Henry I's foundation charter of Cirencestre Abbey in 1133 (*Monasticon*, VI, 178). He attests K. Henry II's charters from 1155 to 1175-6 (*Eyton ut supr.*). He must have been an old man, if he still lived, when the monks came to Witham in 1179: at any rate he only held the vill at the king's pleasure, so that there was no need for compensation to him or his heirs.

III. THE WITHAM BOUNDARIES.

The bounds of the Charterhouse correspond generally to those of the present parish of Witham. In Greenwood's Survey of 1820 and 1821 the area is described as the Liberty of Witham Friary. The bounds are given in the original charter as follows:

First, on the north part, from the fosse of the park to *Hach Stoch*: from *Hach Stoch* of (or 'from,' *de*) *Posteberi* along the fosse of *Berwa* to the king's meadow: from the king's meadow through the midst of the meadow to *Hachweie*: from *Hachweie* beyond *Hunburna* to *Rugelega*: from *Rugelega* to *Walecoma*: from *Walecoma* along *Hanhelfda* to *Luthbroka*: from *Luthbroka* along the course of the water to *Pennemera*: from *Pennemera* to the mere (*mara*) of William fitz Peter: from this mere to *Kincput*: from *Kincput* near the bridge to *Peter's Woodcroft*: from *Peter's Woodcroft* to *Frogmera*: from *Frogmera* to *Cleitweia*: from *Cleitweia* to *Fleistoka*: from *Fleistoka* to *Sepsnedesweia*: from *Sepsnedesweia* to *Ruggescliua heaved*: thence to *Chelsledelweie*: from *Chelsledelweie* along the brow of the hill to *Fishbornes heafde*: hence along the course of the water to the park: hence along the fosse of the park to *Fromweia*: from *Fromweia* to *Hachstoch*.

We are fortunate in being able to set side by side with these

bounds a Perambulation made in 1244.¹ For in 1260 an Inquisition was made by Henry de Bracton, the great lawyer who wrote the treatise *De legibus et consuetudinibus Angliae*, and who was at one time prebendary of Whitchurch (Binegar) in Wells Cathedral. The purpose was to enquire whether K. Henry II, when he founded the priory at Witham, had compensated the prior and leper-women of Bradley for the common pasture rights which they had in the royal demesne wood; and, if not, where the king could best provide such compensation.

On Friday, 14 May, 1260, it was found on oath that they had such rights in the wood of Holt, outside the enclosure (*clausum*) of the Witham monks—which wood had been recently enclosed by royal license. When asked why K. Henry II did not satisfy them at the time of the foundation of Witham; and why, since they had not claimed within two and a half years,² they should not now be refused a hearing; they replied that it was only since the new enclosure that their rights had been interfered with. They added that besides pasture they had a right to old dead wood, called ‘Oldwode underfot’; and that this with the common of pasture came to the value of £10 8s. 0d. *per annum*.

It was found that they could conveniently be compensated by £8 of rents in Muleburne, co. Somerset, or in the church of Tydolveshide, co. Wilts, which was said to be worth 15 marks when the vicarage was deducted.

Then follows the Perambulation made on 19 August, 1244, which showed that the original enclosure did not include the wood in question:

‘A parco a parte orientali, in fossato ejusdem parci usque ad Hackestock: et de Hackestock usque Postelesbur per fossatum de la Beruue usque ad parcum (*leg. pratum*) regis: per medium prati usque Bacheswey (*leg. Hacheswey*) ultra Hundburnam usque Rugleyam: de Rugeleya usque Walecumbam: de Walecumba usque Havensefd: de Haveneshefd usque Ludebrokam: de Ludebroke per cursum aquae usque ad Penmere: de Penmere usque ad

1. *Monasticon*, VI, 2.

2. For this period see the suit of the abbess of Shaftesbury, cited above, p. 13.

maram Willielmi fil. Petri : et de mara usque ad Kyneputte juxta pontem Wdecrofti Petri : de Vadecroft Petri usque ad Frogmera : et de Frogmere usque ad Cludeweye. Infra quos terminos omnes possessiones eorum clauduntur. De Clotweye ineipiunt bundae et termini sine clauso : scilicet, de Clotweye usque Flexstock : de Flestock usque Schepesnedeswey : de Schepessnedeswey usque ad Ruggesclivesefd : de Ruggesclivesefd usque Chelesnedesweye : de Chelessnedesweye per cilium montis usque ad Fixxburnesefd : de Fixxburnesefd per cursum aquae usque ad parcum ipsorum monachorum. Quae terrae et bosci in tempore H. regis, avi istius regis qui nunc est, semper fuerunt sine clauso. Dicunt etiam quod dominus H. rex, (avus istius regis) qui nunc est, fundavit domum Charthus. de dictis terminis et bundis, quando sic dictas terras tenuit.

This Perambulation reproduces to a large extent the words of the original charter of foundation : but at the end there is a divergence to which attention will be presently called.

Another document which may throw some light on the bounds of Witham is the Perambulation of the Somerset portion of Selwood Forest, made 13 March, 1298, with a view to the forest reform unwillingly conceded by K. Edward I. Its object was to determine the limits of the forest at the time of the coronation of K. Henry II, and to shew what lands had been included in it since that date and ought now to be disforested, that is to say, released from the jurisdiction of the king's forester and the severities of the forest law. The eastern and southern portions of this perambulation follow the ancient boundary of Somerset and Wilts : the line passes over Gare Hill (*la Gahere*), but otherwise it does not concern us. The opening part, however, which starts from the bridge at South Brewham contains several points of interest.

The document was printed by Hearne in his *Adam of Domerham* (I, 184ff), and reprinted thence by Collinson (III, 56) and by Phelps (I, 42). It is preserved in the Register of the Dean and Chapter of Wells (R. III, f. 83b) ; and a list of corrections of Collinson's text is given in the *Calendar of Wells MSS.* (Historical MSS. Commission), I, p. 354 ; but, as even this does not serve fully to reconstitute the true text, it has seemed worth while to print the whole afresh.

Hearne's copies of these forest perambulations were given him in 1725 by his learned friend Edmund Archer, who in the

next year was made Archdeacon of Wells. For some unexplained reason the order of the documents was altered. In the Wells Register Mendip stands first and Selwood second: this explains the use of the words *predictorum*, etc., and the abbreviation of some of the names and the omission of others. Archer put Selwood first, and filled in some of the names from the Mendip document.

Perambulatio foreste de Selewode in Com' Somers' per visum predictorum Malcolmi et Johannis, Galfrⁱ et Hugonis, conuocatis et presentibus Petro de Hamme tenente (locum) Mabine Pecche predictae forestarie de feodo, Henrico de Careuile, Waltero Alayn, Willelmo Portbref' et Nicholao de la Mare, viridar' eiusdem foreste; facta ibidem xiii^o die Marci anno Regni Regis E. xxvi, per sacramentum supradictorum iuratorum: qui dicunt quod bunde foreste de *Selewode* incipiunt ad pontem de *Suthbruham*, que est ultima aqua de *Bryw*; et abinde per viam usque *la Barwe*; et abinde per quandam viam usque domum *Bruke*; et abinde, dimittendo dictam domum a dextris, usque ad pontam aule domini regis, quando parchus de *Wytham* fuit clausus; et abinde per *Hayham* usque aquam de *Frome*; et abinde per dictam aquam, dimittendo ipsam a dextris, usque pontem de *Waledich*; et abinde per ora bosci de *Selewode* usque *Burtyngburu* desuper domum *le Noble*; et abinde, dimittendo illam domum a dextris, usque *la Wytecoste*; et abinde usque *Radenye*, in confinio comitatum *Somerset* et *Wyltes*; et abinde per quandam ductum usque boscum de *Wermenesyre*; et a dicto bosco per *Trencheham Montis* per viam quae dicitur *Hunteresweye* usque *la Gahere*; et abinde per boscum de *Belmeton* (leg. *Kelmeton*), dimittendo ipsum a dextris, usque locum qui dicitur *Kyngesselle*; et abinde per viam usque *Penburi*, dimittendo totum boscum de *Norton* a dextris, qui boscus est in comitatu *Somerset*; et abinde usque *la Penne*; et abinde per viam regiam usque . . . et abinde per viam regiam usque per medium *Bitewode*, sicut ducellus qui vocatur *Stanebrok* vadit, qui venit de molendino de *Staverdale*; et abinde, dimittendo dictum molendinum a dextris, per quandam viam extra parcum de *Forshete* versus orientem; et abinde per altam viam usque ecclesiam de *Bruham*, dimittendo ipsam a sinistris; et abinde usque ad pontem de *Suthbruham*, ubi prius bunde inceperunt.

Et dicunt quod a dextris infra dictas bundas est foresta. Et dicunt (quod) omnes ville et bosci subscripti a sinistris extra bundas predictas fuerunt afforestati post coronacionem domini Henrici quondam regis Angl', filii Matillid' imperatricis, et debent deafforestari juxta tenorem carte predictae: videlicet: Villa de *Kelmeton*, quam Sibilla le Port tenet; pars ville de *Penne*, quam

Ricardus de Frome tenet ; quedam pars ville de *Bruton* ex parte orientali pontis, quam prior de Bruton tenet ; major pars ville de *Northbruham* cum gravis, boscis et moris adjacentibus, quam prior de Bruton tenet ; quedam pars villarum de *Cloforde* et *Postbury* cum boscis et pertinentiis, quas Johannes Flory tenet ; medietas ville de *Wonestr'* cum boscis et pertinentiis, quam Johannes de Acton et Elizabeth' de Clyvedon tenent ; villa de *Truttokeshull* cum bosco et pertinentiis suis, quam Nicholaus de la Mare et Galfridus de Munfort tenent ; villa de *Merston* cum gravis, quam Ricardus de Bigode tenet ; villa de *Smethwek*, quam abbas de Cicestre tenet ; villa de *Cayner*, quam Willelmus Polayn tenet ; villa de *Wyletham*, quam Gilbertus Michel tenet ; villa de *Lilleford* cum boscis et pertinentiis suis, quam Willelmus Portbref tenet ; villa de *Radene* cum boscis, quam episcopus Wygorn' tenet ; villa de *Gernefeld* cum gravis, quam prior de Bradeleygh tenet ; villa de *Norton* cum gravis, quam Johannes de Fereres tenet ; villa de *Leghe*, quam Johannes de Boys tenet ; villa de *Cherleton*, quam Johannes de Fereres tenet ; villa de *Barwe*, quam prior de Staverdale tenet ; villa de *Northstoke* cum boscis, quam Alianor' Lovel tenet ; villa de *Estrepe* cum bosco, quam Johannes Hurschal tenet ; villa de *Henegrove*, quam Elizabeth' de Clyvedon tenet ; villa de *Kingwode* cum bosco, quam Johannes de Carville tenet.

We shall now attempt to trace the bounds as given in the original grant.

(A = Foundation Charter of 1182 : B = Perambulation of 1244).

1. A. 'First, on the north part, from the fosse of the park to *Hach Stoch*.'
- B. 'From the park, on the east part, in the fosse of the same park to *Hackestock*.'

'The fosse of the park.' This phrase shews that there was a park enclosed by a fosse before the land was given to the Carthusians. From the N.E. corner of this park the bounds begin. *Hach Stoch* suggests a dwelling-place near a 'hatch' ; and this might be a gate, giving entrance to the park : but more probably it means a hatch for regulating the water of a stream. The name survives in the fields, now called 'Hedstock,' and shewn in the sale map of the estate (1813) as 'Hodgstocks,' on the north bank of the Frome to the right of the bridle-path to Nunney. 'Hedstoke,' containing 30 acres, is mentioned in the Hopton lease in 1539 (*Monastic Remains* : Add., pp. 125ff).

2. A. 'From *Hach Stoch* of (or 'from,' *de*) *Posteberi* along the fosse, of *Berwa* to the king's meadow.'
- B. 'From *Hackestock* to *Postelesbur* along the fosse of *la Beruue* to the king's meadow.'

Postlebury and Barrow Farms still preserve these names. A fosse runs up the south and south-west sides of Postlebury Wood.

The Kyngesmead is mentioned in the Abstract (no. 6) at Bradley House of the Grant made in 1545 of the Quarre Grange to Ralph Hopton and Dorothy his wife. Its locality is indicated by a mention in the Buckland Chartulary (pp. 80, 140) of 'half a virgate of land' in Wanstrow 'next to the king's meadow (*pratum regis*).'

3. A. 'From the king's meadow through the midst of the meadow to *Hachweie*.'
- B. 'Through the midst of the meadow to *Bacheswey*.'

The parish boundary runs due west above Barrow Wood, where it begins to follow the reputed Roman Road, which ran in a straight line s.e. by e. to Gaer Hill. The *Hachweie* may have been a part of this road, and may have been so called from a 'hatch' on the *Hunburna*.

4. A. 'From *Hachweie* beyond (*ultra*) *Hunburna* to *Ruga-lega*.'
- B. 'Beyond *Hundburna* to *Rugleya*.'

The boundary turns due south when it reaches the 'Nunney Water,' which it follows for a quarter of a mile. This would seem to give us the '*Hundburna*.' Leaving the stream, the boundary continues due south along a fosse, which after half a mile (when we begin to ascend the hill) is double and very conspicuous. After the crest of the hill is reached the fosse is single again. The ruggedness of the valley which it now cuts (Studley Bottom) corresponds with the ancient designation of 'rough lea.'

5. A. 'From *Rugelega* to *Walecoma*; from *Walecoma* along *Hanhefda* to *Luthbroka*.'
- B. 'From *Rugeleya* to *Walecumba*; from *Walecumba* to *Havensefd*; from *Havenseshefd* to *Ludebroka*.'

The boundary continues southwards, past Walcombe (near Stall's Farm), until it touches Hackney Lane just below the

Marl Pit Pond. After this it turns S.E., following a stream—no doubt the ‘Ludbrook.’ ‘Havenshead’ cannot be identified: it seems to mean a high point: compare Heavensgate in Longleat Park (*hafen, heofen*, elevated).

6. A. ‘From *Luthbroka* along the course of the water to *Pennemerā*.’

B. ‘From *Ludebroka* along the course of the water to *Penmere*.’

We follow the stream until it reaches the railway, after crossing which we turn sharply to the N.E. We are here on marshy ground for a quarter of a mile.

7. A. ‘From *Pennemera* to the mere (*maram*) of William fitz Peter.’

B. ‘From *Penmere* to the mere of William fitz Peter.’

Mara is a mere, or pool: cf. *Chronicle of Ramsey* (Rolls Ser.), p. 8, and p. 18, where in a charter of Henry II we have ‘*omnes piscaturas suas et maras*.’ William fitz Peter attests a charter of Henry de Careville, one of the benefactors of Bruton in its early days, which was granted some time before 1161 (*Bruton Chartulary*, no. 19). He was probably a small holder in North Brewham, and perhaps the son of the Peter mentioned later.

8. A. ‘From this mere to *Kincput*; from *Kincput* near the bridge to *Peter’s Woodcroft*; from *Peter’s Woodcroft* to *Frogmera*.’

B. ‘From the mere to *Kyneputte* near the bridge of *Peter’s Woodcroft*; from *Peter’s Woodcroft* to *Frogmera*.’

We are now going eastward and beginning to ascend the hill. Of the ‘King’s Pit’ we find no trace. The only point that we can identify is *Frogmere*, the name of which is preserved in ‘Frogmead Corner,’ the extreme west point of Hicks’s Park.¹

9. A. ‘From *Frogmera* to *Cleiteweia*.’

B. ‘From *Frogmere* to *Cludeweie*.’

1. Cf. *Cal. of Pat. Rolls*, 17 October, 1251: Robert de Mucegros has leave to enclose ‘two acres by the king’s perch within the forest of Selewod, containing in length 120 perches, lying near his park of Bryweham, by the following metes: to wit, from the way of Kingstil to the way of Froggemor, for the extension of his park.’

The parish boundary, which we have still been following, now runs s.w., skirting Hicks's Park. An old road, now much overgrown, ran up through Hick's Park in the direction of Witham. The name *Cleiteweia*, *Cludeweie* or *Clotweye*, has disappeared. There is an Anglo-Saxon word *clud*, meaning a rock or little hill : this would suit the context.

The Perambulation of 1244 tells us that 'within these bounds all their possessions are enclosed : from *Clotweye* begin bounds *sine clauso*.'

10. A. 'From *Cleiteweia* to *Fleistoka* ; from *Fleistoka* to *Sepsnedesweia*.'

B. 'From *Clotweye* to *Flexstock* ; from *Flestock* to *Schepesnedeswey*.'

At the southern end of Hick's Park the parish boundary joins Canwood Lane. This lane it follows about half a mile, until it comes to the modern highway : for this half mile the lane runs between two fosses and is called Monks' Lane. The 'Sheepsnedesway' must be the lane which now enters West End Wood a hundred yards above Druley, and runs past the Witham reservoir into Holt Lane. The point at which in ancient times the boundary reached it was fifty yards below Druley : for part of it has been merged in the modern highway. At Druley the boundary bends yet more to the s.e., whereas the modern highway runs nearly n.e.

A few extracts from the Supervisors' Book preserved with the Witham Parish Registers will shew that this road required constant attention in the seventeenth and eighteenth centuries. The first extract is important as confirming the locality to which we have assigned this road.

1687. To William Gilding for five dayes worke between Ships-lout hill and Can wood.

1703. Paid to Hug Tailler for hopen of the water guetter at Sheps nut hel.

1704. Itm pd. for diding of a tranch att Ships nitt hill.

Other spellings are : Shipson (1713), Shipslite, Sheepeslite, and Sheepesleet (1714), Sepnut (1726), Shepnutt (1727 and 1729), Shepsnet (1731), Shepsnets (1733), Shepnets (1735), Shepsnet (1737), Sheepsnett (1740), Sheepreet and Sheepneet (1741) : the book ends in 1745. The word 'hill' is always added.

11. A. 'From *Sepsnedesweia* to *Ruggescliua heaved*.'

B. 'From *Schepessnedeswey* to *Ruggesclivesefd*.'

The parish boundary continues to run between two fosses on the steep slope of the King's Wood Warren, till it reaches the modern County boundary. We are now at the height of 800 feet. The appearance of this point from a distance may have suggested the name 'Rugged Cliff Head'; but the name has not survived.

12. A. 'Hence to *Chelsledelweie*.'

B. 'From *Ruggesclivesefd* to *Chelesnedesweye*.'

The boundary turns northwards for a hundred yards, and then runs N.E. to Yarnfield Gate: then again northwards: and all the way it is marked by a fosse. The road which comes up from Yarnfield and crosses the boundary continues down the southern slope in the Holt Wood: it meets the Sheepsnedesway, and thereafter these two ways thus united turn north and form the Holt Lane at the foot of the Duke's drive to Yarnfield Gate. Although this is now only a timber road, an examination of the surface on its steeper gradients shews it to have been well built with 'pitched' stones, and therefore to have been a road of some importance. There can be little doubt that this was the *Chelsnedeway*, which is also mentioned in the agreement with Bradley Priory in 1233. 'Chelssnede,' containing 20 acres, occurs in the Hopton lease (1539); and in the certificate attached (1543) 'Chelse nede' is said to contain 11 acres of wood. It seems probable that this name survives in a corrupted form as 'Chestnuts' (estate sale map, 1813), which now denotes meadows and a wood where no chestnuts grow.

13. A. 'From *Chelsledelweie* along the brow of the hill (*per cilium montis*¹) to *Fisbornes heafde*.'

B. 'From *Chelessnedesweye* along the brow of the hill to *Fisxburnesefd*.'

'Fishburn Head' is plainly the source of the stream which rises under Gaer Hill church and flows N.W. to join the Frome.

1. For this phrase we may compare a charter of 1147 (*Margam Abbey, Birch*); 'a cilio montano, sicut prediecte aque de montibus descendunt usque ad mare.'

The parish boundary follows this stream for a mile and a quarter: then, at a point midway between Walk Farm and Forest Farm, it turns sharply at right angles and runs for a quarter of a mile north-east, deserting the stream altogether: after this it turns again to the north-west (following the present road over the railway bridge) and reaches the Frome at Iron Mills Bridge. It then makes a sharp curve and returns s.w. along the Frome, but against the stream, until it reaches the point at which the 'Fishburn' joins the Frome—that is, near Hedstocks, which was mentioned at the beginning of the description of the bounds.

The curious nose thus formed at the N.E. angle was plainly due to the desire to include a very large fishpond, formed by an immense bank which has been raised at right angles to the river Frome. This agrees with a royal charter of 1232, which gave the monks leave to enlarge their park by enclosure from the adjoining wood and also by including 'the land which their *vivarium* there occupied,' which land had been granted them by Richard le Bigod.¹ The parish boundary of to-day represents this fresh accession to the grant of the foundation charter; and accordingly we must look for other guidance in tracing the original bounds.

15. A. 'Hence along the course of the water to the park;
hence along the fosse of the park to *Fromweia*;
from *Fromweia* to *Hachstock*.'

B. 'From *Fisxburnesefd* along the course of the water
to the park of the monks themselves.'

It would seem that the Perambulation of 1244 (B.) follows the bounds of the monks' park as enlarged in accordance with the license granted in 1232, and therefore omits the closing items of the original description.

An examination of the ground leaves no doubt as to how the original boundary ran. It continued to follow the 'Fishburn' for a little way after the point at which the parish boundary deserts it. But a fosse, running northwards, crosses the 'Fishburn' a little north of Walk Farm, and follows a leat, or artificial stream, which runs N. and N.E. and then N.

1. See below, p. 26, n. 2.

again, till it passes by a narrow tunnel bridge under the road which goes from Witham to Frome : this leat joins the Frome river at the east corner of Hedstocks.

In conclusion we may note the phrase of the Perambulation *ad parcum monachorum ipsorum*, and compare with it the words of the license of 1232 *parcum suum in quo sita est domus sua*. Although not a vestige of the actual monastery and its church remains above ground, it seems probable that the site is to be found in the fields marked in the sale map of 1813 as 'Old Orchard or New Building Ground.' The great house begun by Sir William Wyndham (d. 1740) was on the higher portion, to the left of what appears to be the drive then laid out.¹ The ground to the right of this and down towards the railway is very stony and suggestive of foundations. If excavation should ever be attempted, this would seem to be the spot at which experiment might be fruitful.

IV. AGREEMENT BETWEEN WITHAM AND MAIDEN BRADLEY.

Conuenit inter Priorem Egidium de Witham Ordinis Carthus' et eiusdem loci Conuentum ex una parte et Priorem Hug' de Bradeleg' et eiusdem loci Conuentum ex parte altera super quadam purpresura facta per Priorem Hug' de Bradeleg' et eiusdem loci Conuentum in communia pasture predicti Prioris Egidii et Conuentus quam dictus Prior Egidius et Conuentus quondam disrationauerunt in Curia Dñi Regis per assisam captam coram justiciis Dñi Regis unde fossatum per predictos Priorem H. et Conuentum leuatum dirutum fuit. Tandem ex mera gratia et voluntate predicti Prioris Egid' et Conuentus ad instanciam magnam Dñorum J. Bathon. et R. tunc Sar' Ep̄orum concessum fuit quantum ad eos pertinuit dictis Priori H. de Bradel'. et eiusdem loci Conuentui a dictis Priore et Conuentu de Witham ut clauderent medietatem predictæ purpresure fossato. Processu uero temporis a priore R. de Witham eiusdem E. bone memorie successore et eiusdem loci Conuentu concessa est diuine caritatis intuitu quantum ad eos pertinuit predictis H. Priori de Brad' et eiusdem loci Conuentui quedam particula terre in eadem pastura fossato claudenda. scilicet particula illa que est

1. The Witham property was sold by his son, Sir Charles Wyndham (Earl of Egremont) to William Beckford, the Lord Mayor of London, whose son William began the rebuilding of Fonthill in Wilts in 1796, and is supposed to have used the stones of the Wyndham house for this purpose : see *Dict. Nat. Biogr.*, and Sir R. Colt Hoare, *Monastic Remains*, pp. 26f.

inter fossatum prius leuatum et chiminum de Chelesned', ita tamen quod via iacens inter predictas culturas semper pateat fossato. hinc inde levato. Et preterea tantum relinquatur inter chiminum de Chelesned' et fossatum ultimo leuatum quod aditus et exitus sufficienter pateat ad minus duobus carris honestis sibi inuicem obuiantibus. Hec omnia quantum ad Priorem et Conuentum de Witham pertinent concessa sunt ad utilitatē domus de Bradel'. Saluis priuilegiis et omni indemnitate domus de Witham, ita quod dictus H. Prior de Brad' et eiusdem loci Conuentus uel eorum successores aliquid ulterius de predicta pastura sine mera uoluntate et consensu Prioris de Witham et eiusdem loci Conuentus nullo modo de cetero poterunt ad claudendum exigere. Ceterum ad instanciam predictorum Prioris de Witham et eiusdem loci Conuentus remiserunt predicti H. et conuentus de Bradel'. et quietos clamauerunt pro se et successoribus eorum in perpetuum omnes homines de Gernefeld' qui communam habuerunt in eadem purprestura de secta hundredi sui quam eisdem facere consueuerunt annuatim in crastino Epiphanie et omnia placita et amerciamenta predictum hundredum contingentia, die prenominato. Ut autem conuencio predicta perpetue firmitatis robur optineat huic scripto ad modum cyrographi diuiso sigillum utriusque domus est alternatim appositum. Perfecta uero sunt hec anno ab incarnatione dñi. M^o.CC^o.XXX^o. tercio. Hoc etiam adiciendum est ultimo quod ita inter domum de Witham et domum de Bradel' conuenit ut dictus Prior de Brad' et Conuentus predictam purpresturam sic claudant quatinus et ipsi dampnum non incurrant. et ceteri uicini de imparcamento aueriorum suorum molestiam per defectum legitime clausture non sentiant.

It appears from this document that Hugh the prior of Bradley had made an encroachment (*pourpresture*), enclosing land over which the Witham monks had common of pasture. The case had gone to the king's justices, and Giles the prior of Witham had established his rights, and the fosse which had been raised was demolished. The Patent Rolls shew us that the case was tried at Ilchester in November, 1226.¹

Hereupon Jocelin Bishop of Bath and Richard le Poore, then Bishop of Salisbury, interceded with the Carthusians; and the Bradley house had been allowed to enclose with a fosse half of the land in question. This first agreement must have been made before July, 1228, when Richard le Poore left Salisbury for Durham. The Close Rolls shew us that on 18 November,

1. Patent Rolls, 10 Hen. III (pp. 79, 85).

1228, the Bradley house obtained the king's permission to enclose 50 acres at Yarnfield.¹

The second agreement of which our document speaks was made in 1233. Before that date several things had happened. Giles the prior of Witham had died. The Patent Rolls shew that on 10 May, 1229, he was too ill to attend to a suit which he had against some sixty men for 'novel disseisin' at Heydon on Mendip. In May, 1232, the Witham monks were doing some enclosure on their own account.² On 6 June, 1232, the Bradley house obtained a renewal of their permission to enclose 50 acres at Yarnfield, including in that amount 12½ acres which they had already broken up and cultivated.³

Now comes the second agreement. In process of time, we are told, the Witham house, under R. the prior who had succeeded Giles, conceded to Bradley permission, so far as they were concerned, to enclose a certain portion of land in the same pasture; namely, that which lay between the Chelsnede Road and the fosse formerly raised. They made certain conditions: (1) that the way (*via*) between the aforesaid cultures [*i.e.* the half formerly conceded and this further portion] should always remain open, a fosse being raised on each side of it; (2) that sufficient should be left between the Chelsnede Road and the fosse last raised to allow access and exit for at least the passage of two loaded waggons meeting each other; (3) neither the prior of Bradley nor his successors should attempt further enclosure of the aforesaid pasture without the goodwill and consent of Witham. Moreover, at the request of the Witham house, the Bradley house agreed to release the men of Yarnfield who had common right in the enclosed land from suit of their hundred which they had been

1. Close Rolls, 13 Hen. III (p. 128): 'Et sine calumpnia alicujus l acras bruere in eodem manerio in loco qui vocatur Jernefeld' possint frussire, excolere et fossato includere.' 'Frussire' or 'fruisseire' (*fruisser*) is to break up land.

2. Close Rolls, 16 Hen. III (p. 61): 'quod parcum suum, in quo sita est domus sua, de bosco suo vicino ampliare, et de eodem simul cum dicto parco includere possint, una cum terra quam vivarium suum ibidem occupavit, de terra Ricardi Bigot quam habent de concessione ejusdem Ricardi.'

3. *Ibid.*, p. 68.

accustomed to make annually on the morrow of the Epiphany, and from all pleas and amercements pertaining to the hundred. Lastly, the Bradley house were so to enclose the aforesaid land, that they [the monks] should incur no damage, and that the rest of their neighbours should not suffer molestation by the impounding of their beasts owing to defect of proper enclosure.

This document is of interest for the history of Witham as fixing within narrow limits the date of Prior Giles's death, and as giving us at least the initial of the name of the prior who succeeded him. Moreover, its reference to the Chelsnede Road (*chiminum de Chelesnede*) has a topographical value. *Cheminus*, according to Ducange, was a road intermediate between the *regia via*, such as the Fosse Way, and *via*: one document quoted by him describes these roads as 64ft., 32ft., and 16ft. respectively in width; but the words were not always so strictly discriminated.¹

TABLE OF DATES.

1179, Autumn.	Hugh comes to Witham.
1180, Spring.	Hugh's plans approved by the king, who goes to Normandy in April. £40 paid for buildings before Michaelmas.
1182, c. 6 Jan.	Charter of Foundation, at Marlborough.
c. 22 Feb.	Charters of compensation to Geoffrey of Wandstrow and Gilbert of Norfolk, at Waltham.
1226, Nov.	Giles prior of Witham establishes his common rights against Hugh prior of Bradley, whose fosse is demolished.
1228, before July.	First agreement between Witham and Bradley, to enclose half the land in question.
18 Aug.	Bradley gets royal license to enclose 50 acres at Yarnfield.
1229, 10 May.	Giles prior of Witham is sick: and probably dies soon afterwards.

1. *E.g.* Bracton, *De legibus*, f. 144: 'in chimino domini regis.'

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|------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| 1232, May. | Witham gets license to enlarge their park by an enclosure from the wood adjoining, and to take in land given by Richard Bigot. |
| 6 June. | Bradley gets renewed license of enclosure at Yarnfield. |
| 1233. | Second agreement between Witham and Bradley as to enclosure. |
| 1244, 19 Aug. | Perambulation of Witham bounds, by order of the justice of the forest. |
| 1254 and 1256. | Inquest as to claim of abbess of Shaftesbury to common rights. |
| 1260. | Inquest as to claim of prior of Bradley to common rights. |
| 1261 (<i>circa</i>). | Enclosure of demesne wood of Witham with fosse, hedge and wall of stone. |
| 1265, 13 Mar. | The king's protection and permission to enclose all their bounds mentioned in the original charter. |

NOTE ON MAP OF WITHAM BOUNDARIES.

(Plate II).

The Map is only intended to illustrate the main features of the locality and the places mentioned in the discussion of the boundaries. The area is included in the following 6in. Somerset Maps of the Ordnance Survey:—XLII. S.E., XLIII. S.W., LIV. N.E., LIV. S.E., LV. N.W., LV. N.E., LV. S.W.

We have to thank Mr. H. St. George Gray for having brought the Map into a condition in which it could be reproduced.—J.A.R.

