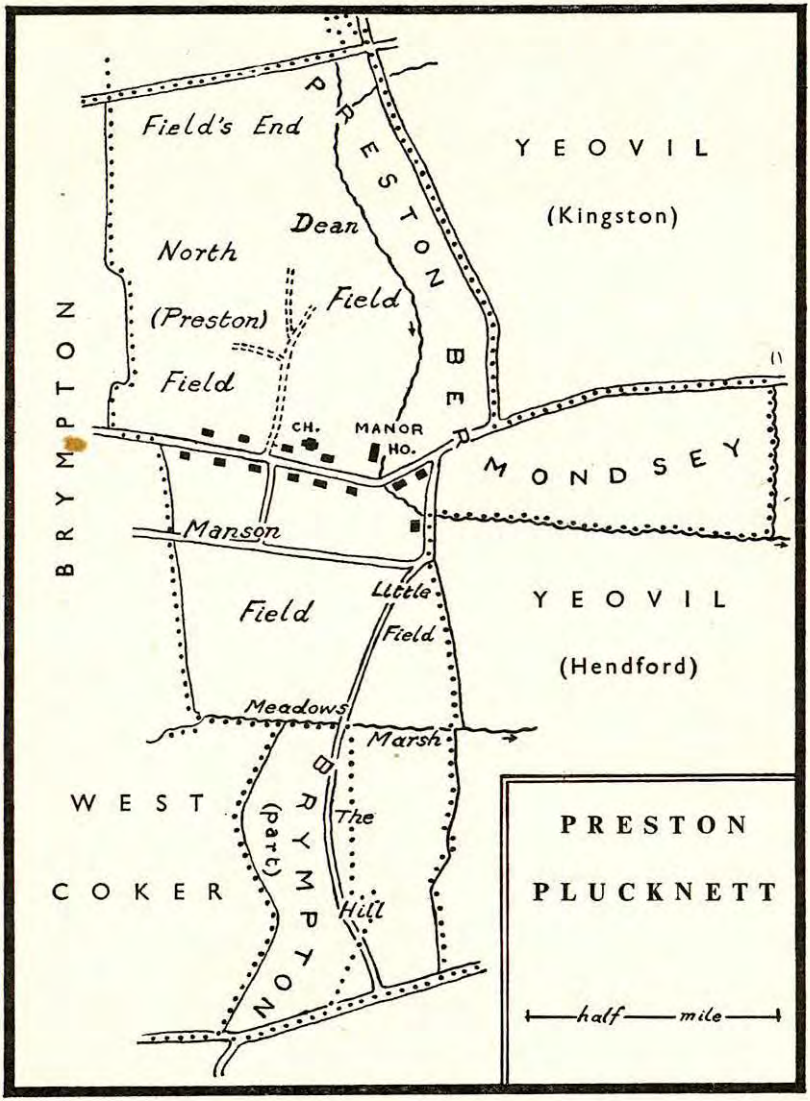


Simplified Map of the civil parish of Preston Plucknett prior to its absorption into Yeovil, Brympton and West Coker, showing the general area of the former common fields, etc., and the tithing of Preston Bermondsey, with the bounds of the detached portion of the original parish of Brympton.

POST-MEDIEVAL LAND TENURE, PRESTON PLUCKNETT

BY SIR R. DE Z. HALL, K.C.M.G.

The complex of manors of the late medieval period which was embraced, generally, by the boundaries of the ecclesiastical parish of Yeovil included those of Preston Plucknett and Preston Bermondsey. These shared their names with tithings which were combined to form the civil parish of Preston Plucknett. In neither case, however, did the manorial and tithing boundaries coincide and in each tithing there were also a few fields of other manors. The subject of the present study is the manorial unit of some 470 acres, originally two hides. Five-sixths of this lay within the tithing of the same name, a little in Preston Bermondsey and some 60 acres in a detached portion of Brympton parish, while there was one small field in Kingston (Yeovil). The fact that no entity of Preston Plucknett now remains adds to the complexity of the situation. The Brympton portion was added to West Coker under the Divided Parishes Act of 1872, while modern local government boundary revisions have placed the village and the lands south of it, forming part of Westland Aerodrome, within the Borough of Yeovil. The land to the north of the village has been added to Brympton, and that further to the south to West Coker.

Manorial History

The descent of the manor is well established and may be followed in Batten's *Historical Notes on Parts of South Somerset* (1894), to which account some additions and corrections may be made as the result of recent unpublished research by E. H. Silcox. The starting point for the present study is the acquisition of the manor in the sixteenth century by the Waldegrave family. Coming by a devious line of inheritance from the Stourtons of the fifteenth century into the hands of four cousins, one of whom was a John Walgrave, in 1529, it was wholly in the hands of Charles Walgrave by 1588, for which year a rent-roll has survived. Thereafter, beginning in 1599, the manor was on several occasions the subject of a marriage settlement, and remained in the family till 1725 when, having been previously heavily mortgaged, it was sold. The preamble to the Private Act (12. Geo. I, c. 20), by which this sale was authorised, recited that the first £4,000 of the proceeds were to be applied to the

payment of the mortgagees, the next £4,700 were to go to Lord Waldegrave in consideration of his waiving his power to make leases, and the balance was to be invested in land. But only £7,000 was secured, from Edward Phelips of Montacute (1678 - 1734), though the proprieties were observed by the recitation in the conveyance that the sale was made by the trustees under the Act "with the consent, approbation and good liking of the sd. James, Lord Waldegrave".

In 1758, the next Edward Phelips (1725 - 1797) sold the estate to William Cox, a timber merchant of Rotherhithe, at the handsome profit of £3,000: and four years later Cox resold, for £11,000, to Thomas Fane of Brympton, who became Earl of Westmorland in the same year and in whose family the estate remained undivided until modern times.

Materials for Study

The Waldegrave family papers, now deposited in the Somerset Record Office (DD/WG), make it possible to see how the manor was managed during a considerable period of the ownership by the family and, in part, to trace the transition from the medieval to the modern system, in terms of the actual distribution of the lands among those who farmed them. Besides the rent-roll of 1588, there are court-rolls from 1599 to 1605, books of grants of leases from 1647 to 1725, and survey-books bearing dates, inserted by a later hand, of 1692 and 1699. Glimpses are afforded by copies of documents relating to the later sales (S.R.O., DD/BR/fc), and from 1781 the duplicates of the land tax assessment provide a continuous record of how the lands were let until 1832. A survey was made in 1837 as a preliminary to tithe commutation,[1] which became the subject of a lengthy dispute. For the purposes of the final award, a revised version of the survey was completed in 1849. Churchwardens' and overseers' accounts for the late eighteenth and early nineteenth centuries have also been of value in the research.

Synopsis

In the late Elizabethan period, the whole of the agricultural land of the manor was let on long lease, both the demesne, carrying also the royalty of hunting, hawking, fishing and fowling and the

[1] Copy held by Mayo and Sons, Solicitors, Yeovil.

"tenements". Some leases were for lives, usually three, others were for 99 years determinable by lives. The same system applied to the cottages, with an exception suggesting a surviving copyhold tenure. The land was mainly, but not wholly, enclosed, and active exchanges were taking place in order to consolidate fields. A century later, the system of tenure was similar, though the 99 year lease, determinable by lives, was in general use, except in the case of "The Farm". Exchanges had ceased, but there were still numerous very small fields and the normal farm still consisted of fields scattered throughout the area of the manor. A century later again, by the close of the eighteenth century, the long leases had almost disappeared, save over a dozen houses and cottages, and the whole of the farming lands, with insignificant exceptions, were in the hands of two tenant-farmers on short leases. The very small fields had gone and the only echo from medieval times was the survival of a very few unenclosed strips.

Concurrently, the size of farms increased. In the sixteenth century, the demesne was shorn in order to increase the acreage of the tenements: and throughout the period covered by the books of grants, there was a steadily increasing number of leases held in multiple by an individual or a family, though the identity of the tenements was maintained. As the farms grew in size, they progressively ceased to be operated by the lessees themselves and all of those that survived until the beginning of the series of land tax assessments were sub-let.

Topography and the Disposition of Lands

The manor was approximately two miles in length, from north to south, the main street with manor-house, church and village, cutting across the centre, and half a mile from east to west. Within it five broad regions can be distinguished:

(i) high ground, mainly around 300 feet, with predominant field-names of Field's End and Cold Thorn: chiefly pasture in the early nineteenth century in spite of the generally large extent of arable farming.

(ii) the north of Preston Field,[2] lying between (i) and the village, which is just below the 200 foot contour, predominant field-

[2] I am particularly indebted to Mr. Silcox for his research into the names, positions and probable extent of the medieval fields.

names being . . . Furlong or Corner, . . . Acres and Preston Field: and a strip sloping eastwards from this to a small valley, with field-names of Dean, earlier Dean Field.

(iii) the South or Manson Field with, to the east, a Little Field, around the 200 foot contour, field-names including Manson, Little and an occasional . . . Acres.

(iv) a belt of grassland, sloping down thence to the Brympton brook at about 150 feet, with field-names of . . . Mead.

(v) marsh, succeeded by steeply rising ground to 300 feet in half a mile, characterised by Marsh, Furze Down, Holly and . . . Hill.

The later of the Waldegrave survey-books, dated 1699, details all the fields, with their areas, against the names of the lessees. Very many names of fields can be recognised in the tithe records, while others can be confidently assigned to one or other of the above regions, principally (v). In a number of cases, the areas, given by customary measure,[3] can be compared closely with the later statute acreages: where this is impossible, it is because several fields shared the same general name or there was later consolidation. Plotting out the holdings of each lessee, so far as it is possible, produces the result that, demesne and tenements alike, all the lessees held land in at least three of the regions, while most were represented in all: and even within a region the fields of a particular lessee were not necessarily contiguous. This fragmentation is paralleled by Dampier's description of East Coker at the end of the seventeenth century.[4] "This village is let out in small leases for lives of twenty, thirty, "forty or fifty pound per annum . . . and most, if not all of these "tenants, had their land scattered in small pieces up and down "several sorts of land in the parish, so that everyone had some piece "of every sort of land — his black ground, his sandy, clay, etc.— "some of 20, 30 or 40 shillings an acre for some uses, and other not "worth ten groats an acre". Dampier almost gives the impression that there was an element of providence about this disposition, but it can only have arisen from past circumstances. In other words, it

[3] All future references will be in terms of customary measure, unless specified otherwise. For the continued use of this measure into the nineteenth century, see *SDNQ*, XXVII, 241.

[4] *Dampier's Voyages and Descriptions*, Vol. 2., pp. 123/4, 1699 ed.: spelling modernised.

was one thing to enclose, and then to exchange, land within the open fields, meadows and common pasture, but quite another to exchange land in one zone for that in another when considerations of differing values came in. So that while the leasehold system persisted, there remained a virtually inescapable medieval survival.

THE DEMESNE, TENEMENTS AND COTTAGES

The rent-roll of 1588 shows separately against the name of each tenant the number of acres going with the tenement and the number added from the demesne lands. From this it can be seen that before the demesne was diminished in order to supplement the tenements it consisted of almost exactly half of a total extent of 479¼ acres, being later diminished by nearly a third. The leases may be classified into five groups:

		acres
(i) the capital messuage		170
(ii) a large tenement, Ridgell's, late Pawlye's, with a rent of 40s.		46
(iii) seven "whole places", with rents between 10s. and 20s., with areas between 12 and 26 acres before supplement and 20 and 30 after, the rents being correspondingly higher	Tenements	150
	Demesne	31¾
(iv) three "half places", with rents between 5s. and 10s., with areas between 4 and 9 acres before supplement and 10 and 13 after, and, again, higher rents	Tenements	22¼
	Demesne	13
(v) eight cottages, most with a little land, partly of the tenement, partly from the demesne	Tenements	12½
	Demesne	9
There was also "Georges House"	Tenement	10
	Demesne	14¾

The total rental was £18, made up (with some estimation for half a

dozen entries partly or wholly illegible owing to damage to the roll) by:

Capital messuage	£3 5s. 4d.		
Supplement to tenants	£3 11s. 8d.		
		£6 17s.	0d.
Tenements		£11 3s.	0d.

This represents nearly a shilling an acre for the tenements including their supplements and approaching 5d. for the capital messuage, nearly a third of whose acreage was pasture.

A bailiff's account of a century earlier, 1475/6,[5] detailed the demesne lands, let at £10 per annum, 12 tenements at a total of just under £8 and eight cottages at £1 6s. 8d., £19 5s. 10d. in all. There is thus a suggestion that there had been a devolution of demesne lands to the tenements prior to that recorded in the 1588 rent-roll. None of the earlier rentals was the same in 1588 as earlier save that of the largest tenement, at 40s., and this may be coincidental.

Moving on into the seventeenth century, the leases current in 1647 can be reconstructed from subsequent entries in the book of grants:

(i) "The Farm", now increased to 251 acres.

(ii) the large tenement, at the same rent, is described as a "double place".

(iii) five "whole places", one having become an "overland" tenement by the disappearance of its house, and the seventh probably being accounted for by its amalgamation with "Georges House", on the evidence of area and the identity of surnames of earlier lessees, Whibby, or Whittbie as they were by now referred to.

(iv) two "half places", the third, later increased in extent, being known by a place-name, Whitewell.

(v) eight cottages, of which four had a little land also.

By 1712 — a date which internal evidence indicates as that of the compilation of the survey-book dated 1699 on the cover — there had only been minor changes. A cottage had been built on "The Farm", the overland tenement had been distributed and two cottages had been added; most of the erstwhile cottages were described as

5 Ministers' Accounts, PRO Bundle 977, no. 19, so cited by Batten, *op. cit.*, p.101.

"houses", though the annual valuations do not suggest that there had been much major improvement of the properties.

This close comparability in number and nature of tenements with those of the fifteenth and sixteenth centuries did not extend, however, to the details of acreages and rents, with rare exceptions. "The Farm" had another 81 acres and a proportionally higher rent of £4 19s. 10d. Where these extra acres came from cannot be established with certainty. It was not by reabsorption of the earlier supplements to the tenements, nor could it have been the result of remensuration, since such a major increase would have been reflected in the tenements also. The likelihood is that it is to be equated with the 70 acres customary in Brympton parish, representing the acquisition by the Waldegraves of an outlying part of the Sydenham estate, but there is also the possibility that surviving common of pasture and waste was extinguished. The "double place" was identical in rent but had 5 more acres. One of two "whole places", both held by Harrisons at the same rent in 1588, is paralleled by a later Harrison place at an unchanged rent, and another "whole place" may have been identical, depending on what a figure of pence was in the damaged part of the rent-roll. All other leases, save for a cottage or two, had different areas and rents, though not to a marked degree, in the later period. Most of the whole and half places were a little smaller and with slightly lower rents, balanced by additions to one larger lessee and to several of the cottage leases. This process of the minor alteration of the areas of tenements can be seen in action, in respect of some 20 acres, in the books of grants up to 1675, after which it ceased, and it is evident that there was continuous rounding-off of holdings and shedding of awkwardly placed pieces of land. The only major change was the distribution of the 30 acres of the overland tenement among three lessees, one of whom held "The Farm". This occurred after the termination of the lease, as did most of the minor changes, but there are several instances of surrenders and regrants during the currency of a lease, as, for example, in 1657, when Morgan Hacker and Joan his wife surrendered 4 acres of arable in 3 several parcels in the North Field, which were taken over by "The Farm".

Enclosure and Exchange

Besides this type of adjustment, consolidation by exchange was still taking place to a minor degree during the period for which

there are records. In the court-rolls for 1602 and 1605, there are four such transactions, ranging from 4 acres downwards, and in the books of grants three, the last being in 1675, though it is evident from changing descriptions of lands included in leases that other exchanges had been taking place. The size of many fields, as they come into view in the books of grants, suggests that the main exchange process lay far in the past, but there are indications that it was not completed till a much later date. The survey-book of 1712 shows that nearly 90 per cent of the manor then lay in closes of 2 acres or more (nearly 200 acres being accounted for by 10 large fields belonging to "The Farm"): but the rest was in very small plots, several of which were as little as ½ acre. Most of these were in the core of the North (Preston) and South (Manson) fields, principally in the former. And even in 1837 there survived nine long narrow strips, mainly in Manson, with an average area of an acre.

Instances of late exchange were paralleled by late enclosure, though again the process must have been mainly complete by the end of the sixteenth century. The books of grants contain only one specific reference: in 1650 a "whole place" included 2 acres enclosed and 2 unenclosed in the South Field and 4½ acres enclosed and 1 unenclosed in the North Field. But descriptions here and in the survey-book appear to draw a distinction between land described by a field-name, with or without an added "close" and that set down as "In . . . Field (or Furlong)". This same distinction between enclosed and probably unenclosed land appears elsewhere. In 1605 Thomas Whibby exchanged a close of land of 2 acres called Gose Acre and 1 acre lying in the North Field: and in 1675, "The Farm" included, set down between descriptions of various closes, one of which lay in a larger one, "In North Field, late Dowless, ½ acre" and "Between widow Slade's and J. Michell's with a way into the North Field, ½ acre". In 1652, again, John Michell was granted 3 acres in the North Field in several places, one parcel of 1½ acres by the Thorn Path in Stony Furlong and 1½ in three parcels in Willy Furlong. Also, relating to the small area not owned by the Waldegraves, there was a grant by Sir Thomas Phelips in 1617 of 2 acres of which 3 yards were in the South Field and "in each side thereof Mr. Walgrave's land", 3 yards "in the middest furlong of the same field" and ½ acre in Knappe Furlong and "on each side thereof Mr. Walgrave's land".[6] A number of these plots or strips

[6] *Somerset Enrolled Deeds*, Som. Rec. Soc. v. 51, no. 312.

may of course have been enclosed by hurdles, but the manor included virtually no woodland or copse to provide materials.

One entry in the court-roll for 1605 shows that past enclosures and exchanges had had a cumulative effect of inconvenience or dispute, in relation to the ways of access into the North Field.[7] The court then ordered that all those who were bound to make ways into the North and Dean Fields should do so, following routes which were specified in detail, partly by reference to the names of lessees, partly to furlong and other place names. And that substantial encroachment had taken place in the course of time is suggested by the order that "all who have exchanged lands in the "aforesaid field shall allow the aforesaid ways in the form above-"said according to the amount of land exchanged or to be exchanged "under pain for each 40s." Of the routes described, three in all, two left a lasting mark, for they are consistent with the Eighteen Acres Lane and Moorsfield Lane shown on the large scale Ordnance Survey maps. One specific encroachment came before the court. William Gold, a cottage tenant, was fined 3s. 4d. for encroachment on the Backsides in 1604 and the following year, the offence having continued, the amount was doubled.

THE LESSEES

Tenure of a lease for more than two or three generations was the exception, not the rule, from "The Farm" down to the cottage tenements. Perrys, securing "The Farm" by assignment of the lease in 1594, lasted only 70 years, as did their successors, Ettricks, while the family which followed them had gone within 30 years. The "double place", described in 1588 as late Pawlyes, was then held by a Ridgell: less than 80 years later it was surrendered by a Keymer, a family which first appeared in 1637 as purchasers of land in Preston Bermondsey. In the case of the other larger tenement known in later days as Whibbys, there were Whibbys in the 1539 Muster Roll for Preston, but when it was regranted in 1649 another family had intervened. There were in fact only two strongly persistent names, Pawlye and Gaylard. In 1475/6 a Pawlye shared in the farm of the demesne lands and also had a tenement, while two Gaylards held the largest tenements. In 1588, the name of Pawlye appeared

[7] I am indebted to Messrs. Collis and Shorrocks of the Somerset Record Office for the elucidation and translation of a sadly damaged passage: and take the opportunity of acknowledging the help of Mr. Collis in many other respects.

against one "whole place" and two cottages, while the "double place", as mentioned above, was "late Pawlye", as was another "whole place". And in that year, four different Gaylards had a share in the capital messuage, two "whole places" and a "half place". But by 1655 the latter family disappeared from the list of lessees, the last entry providing that the widow Galliard might have the grant if she could pay the fine: their persistence as a humble family is suggested by the reappearance of a Gellard as a cottage lessee in mid-eighteenth century. The Pawlyes too declined. One held a "whole" and a "half place" in 1647 and another a cottage, but by 1725 only the "half place" remained and by mid-century this had gone.

No other name persisted even till 1539 from 1475/6. In the Muster Roll, there were Harrisons, but of Preston Bermondsey: the same family had two "whole places" in 1588 and retained one till 1682. The only other name which reappeared from thus early is that of Sely — an able billman in 1539, "late Syllye" in 1588 and the new lessee of a "half place" in 1668; unlike the larger families, they achieved an epitaph in the nineteenth century field-names of "Ellis's Six Acres" and "Celis' Wood".

The changes were equally marked as between the 1588 rent-roll and the seventeenth century books of grants: and to emphasise how regular the process was, no fewer than 8 of the 21 properties of 1588 had set against them "late . . ."

Several instances have been given above of more than one lease being held by persons of the same name. In the later seventeenth and very early eighteenth centuries, the process was accentuated until two families held three-quarters of the farming land, apart from "The Farm". William Phelips, a younger son of the Montacute family, acquired the "double place" and was soon able to add a substantial "whole place": but he was doubly overshadowed by the yeoman family of Michell which, starting with "late Whittbies" (there is no consistency of spelling as between Whibby and Whitby), added two "whole places", Whitewell and part of the overland tenement in the first generation and another "whole place" in the second, while another small property came in by marriage. And in the third generation the Michells dominated the whole manor by securing the lease over "The Farm". In the case of both families, it has been possible to recover some biographical detail, for which the

books of grants have been an important source: and in both cases this is relevant to the later history of the manor, in that of Phelips as leading towards the succession of the manor itself and in that of the Michells as showing why their homestead became in later days the farmhouse of one of the two large farms.

The Phelips interest in Preston Plucknett long antedated the appearance of William Phelips. In 1617 and 1620, Sir Robert Phelips made grants, subject to annual quit-rents, of two small holdings, amounting to less than ten acres between them, which were of the manor of Yeovil: most of these can be equated, from their descriptions, with land still not in Fane ownership in 1837 (though they acquired it later). Sir Robert Phelips was also Rector of Yeovil, including Preston, from 1610 till 1637, in which year he sold the rectory to John Hodges of Lufton. It was inherited by his granddaughter, Jane; and her husband, Thomas Keylway of Yeovil, actively exercised the functions and, incidentally, in so doing found himself in collision with the churchwardens of Preston.[8] In 1666, Keylway secured the lease over the "double place" and in 1673 he died, at Preston. Two years later, his widow married William Phelips, third son of Edward Phelips (1613-79), a prosperous business man. The lease was regranted to him and in 1682 he secured the Harrison "whole place". The rectory, however, was settled on his wife's cousin Elizabeth, wife of William Hooper of Montacute. On William Phelips's death in 1714, his wife having predeceased him, the latter lease passed to James, son of William Hooper, one of the new lives persisting till 1787 and so, with others, retarding the redistribution of the lands. Phelips's heir, in his will dated 19 Feb. 1713/14, was his nephew Edward Phelips (1678-1734), to whom his "little lands" in Preston Plucknett and elsewhere were to pass, while his fortune was to be realised and applied to the purchase of an estate in fee simple for Edward Phelips, with massive provisions as to entail.[9] The opportunity for the purchase came when Lord Waldegrave had to sell Preston Plucknett in 1725.

John Michell, a yeoman of Cudworth, arrived in Preston in 1649. He was a man of considerable substance. The book of grants does not record what fine he paid for the 44 acres of the Whitby lease,

[8] Somerset Record Office, *Phelips papers*, DD/PH.

[9] DD/PH (Som. Rec. Off.), supplementing the account in Batten, *op. cit.* Mrs. C. W. H. Rawlins, F.S.A., has helped with the Hooper relationships.

but that on a comparable one a few years later was £270. In addition to making some such considerable payment, Michell at once set about building a commodious house, being granted eight elms for the purpose from another Waldegrave manor, Littleton, over 30 miles away in the Mendips. His additions of leases within the next twenty years produced the first farm, apart from the demesne, of over a hundred acres. The various leases, however, remained separate in terms of tenure and were differently secured on his life and combinations of the lives of his numerous sons and, in one case later, those of a daughter-in-law and a grand-daughter.

All save one of Michell's sons predeceased him, as changes in the lives show, and on his death in late 1685 or early the following year, his second son, Symon, inherited Whitbys and another lease, late Hackers, of which the farmhouse was adjacent. Another Simon (so spelt here to distinguish him from his uncle, though the books of grants have Simon and Symon indifferently), son of the eldest brother, John, had a "whole place", late Gaylards, some 36 acres including part of the erstwhile overland tenement: while Whitewell, 17 acres, went to Simon's brother Joseph. The elder Symon brought his holding up to 85 acres by adding another "whole place" in 1707 and the three properties were ultimately inherited by his grandson, John Mitchell Cleeves, who survived till 1786, being then over 80 years old. Symon had progressed from the yeomanry to the gentry: at his death in 1728, he provided for the gift to Preston church of a silver chalice, which bears the inscription "The gift of Simeon Michell, Gent." Cleeves, who lived at North Perrott, was also a gentleman, being so described when he was appointed a turnpike trustee in 1753.

The younger Simon also rose in estate. He was admitted as a student to the Middle Temple in 1705 — being described as son and heir of John Michell of Brimpton — but evidently abandoned the law for business. He became a man of wealth and in 1722 he was the principal mortgagee, to the extent of over £10,000, of the Brympton estate of the Sydenham family, and though this was reduced to £6,000 when the estates were sold five years later the encumbrance was not extinguished till Francis Fane bought in 1730. In addition, he had £1,500 available in 1722 with which to purchase the reversion of the lease of Preston Farm on which, with its sporting rights, he entered the following year. By the chance of convergence

on the Somerset Record Office from entirely different sources, there are to be seen not only the summary of the agreement in the book of grants but also the reversionary agreement and the actual lease which followed.[10] In the lease, Michell was described as of Lincoln's Inn, Esquire; with an address in London, he had been admitted to Lincoln's Inn in 1714 and this time was called to the bar, though not till 1725. The "Esquire" thus did not derive from his being a lawyer. There is no suggestion that he turned farmer. An entry in the survey-book, undated, shows that the farm was let either during his time or that of the previous lessee. The only farming member of the family, at any rate after the death of the uncle, Symon, was Joseph, who besides being lessee of Whitewell also occupied the Gaylard place. This, in 1719, was made over to another brother, Charles, who held a small property of 12 acres, descended to him from his mother: one of the lives in this transaction was Charles's son, yet another Simon, who died about the same time as his Cleeves cousin. These long tenures did not extend to Preston Farm. Simon — that is Simon the probable lawyer — made a will in 1748 providing that all his property should be realised and the proceeds applied to the purchase of a freehold estate for his grandson Richard. In pursuance of this, some small properties which he had held in neighbouring Alvington were sold to the Fanes in 1758, and from other evidence the major lease, over Preston Farm, no longer existed by this date.

The Homesteads

The larger tenements mainly included some 2 acres for farm buildings, gardens and orchards, as seen from the survey-book, the "half places" and cottages a good deal less, though sometimes with a field adjacent: of the last, only three had less than half an acre. With the aid of the tithe map and by stripping away the twentieth century expansion from the east and the nineteenth century infilling and subdivision of houses into cottages elsewhere, it is possible substantially to recover the layout in the period of the lessees. The village was, and is, closely nucleated, and it is likely that the disposition which emerges goes back into the medieval period. In brief, the picture is of farmhouses relatively evenly disposed along most of the south side of the half mile of village street. One was round a

[10] Reversionary agreement deposited by N. B. Clive-Ponsonby-Fane, Esq. (DD/X/PSB): lease, many years ago, by Som. Arch. and Nat. Hist. Soc. (DD/SAS).

corner, and opposite the church several were close together, but otherwise they were well divided by their grounds. On the north side, the capital messuage had a wide frontage, succeeded by a cluster of cottages on both sides of the church, and several more farms and cottages to the west. By the time of the tithe survey, some of the house sites were only shown by the presence of orchards: Haceraine Orchard clearly represents an earlier Hacker's, Whitefield Orchard more doubtfully Whitewell. But from the fifteenth century manor-house, with its great barn, down to houses whose antiquity is only attested by a window or two invisible from the road, no fewer than seven buildings can be seen still, against the eleven agricultural leases of the seventeenth century. The lesser leases are represented by three, perhaps four, buildings and the plan of another, which was demolished a few years ago.

With varying degress of certainty, a number of these buildings can be assigned to their previous lessees. The present Higher Preston Farm provides the most satisfactory identification. Starting with the tithe survey and going back through the occupiers, the lessee, John Mitchell Cleeves was picked up and thus, aided by entries in the books of grants "where he now doth dwell", the house built by John Michell in 1649: and a visit to the house clinched the matter, since the lintel of the kitchen hearth bears the inscription M
The A stands for Michell's wife Agnes, who pre-deceased I A
him in 1664. Some of the eight elms, too, survive as beams. 1649
Almost opposite, subdivided into cottages and with a front much altered, is another house: this is adjacent to the former Moore's Orchard and Moore's Ground and, a Moore having succeeded Pawleys as lessee, probably represents the result of a grant to Thomas Pawley in 1657 to dig stones for his new house. Knapp House, almost opposite the manor-house, can be traced back, with the aid of a church rate entry of 1806 "Genge late Philipes" to the house in which William Phelips succeeded Keylway: and a similar entry, though here there is some uncertainty, equates the seventeenth century house in Watercombe Lane with the property acquired by John Michell to the exclusion of the widow Galliard. And the house and bakery at 269-71 Preston Road run back through Rodbers who baked for the overseers of the poor in the early nineteenth century to a Rodber lessee and his predecessors. Besides these, there are other buildings of some antiquity which cannot be set against the leases: especially nos. 251 - 253 Preston Road, with a storeyed bay

window; Knapp Grange, modernised almost out of recognition; and several cottages.

All the houses mentioned, apart from the manor-house, share one characteristic. There is no visible evidence, externally or internally, of any features earlier than the seventeenth century or later than the first years of the succeeding one, apart from refenestration of Knapp House after 1750 and the drastic changes of the nineteenth century. A cob rear wall of Knapp House, replaced some ten years ago, may have been early, but this mode of building is known elsewhere in the neighbourhood to have continued into the later half of the eighteenth century. A high proportion of the work can be placed with some safety within a narrower period. The evidence is:

(i) the ovolo mouldings of the mullioned windows, which form had in this part of Somerset a very narrow time-range from *c.* 1615 to the close of the century;[11] and

(ii) the square, or nearly square, ceiling beams, deeply chamfered. This close concentration in time of major rebuilding is familiar in other parts of England, but in other neighbouring Somerset villages which were open, that is to say not dominated by a single landlord, the process was continuous. Buildings before the seventeenth century are fairly rare, but after it they are of all periods. It is clear, therefore, that some special factor operated in Preston Plucknett. Whether there was the expression of the prosperity of a rising yeomanry or the rebuilding arose from increased security of tenure cannot be said without much wider research — probably both factors were involved — but the discussion of the nature of the leases themselves, below, will indicate that tenure was relevant.

With the assistance of comparative material, it is possible to say what kind of houses the better-off lessees required. All save one were set along the street and not end-on to it, all were double-storeyed except one which may have had a double-storeyed wing attached to a single-storeyed building, and a passage running through the house from street to farmyard or garden was normal. No house remains unmodified: apart from subdivision, doors have been moved, passages closed and other internal modifications made, particularly in relation to stairways. Nevertheless, two preferred types of house plan can be discerned. Both have three rooms, parlour at one end, hall or living-room in the centre and kitchen

11 Barley, *The English Farmhouse and Cottage*, p. 217.

at the other end, the fireplaces being disposed at the ends of the house while that of the hall is towards the kitchen. In one type, very common in this area, the hall and parlour form a unit, with the hall chimney-stack backing on the cross-passage and the entrance to the hall lying between the stack and the side of the house, while the kitchen is on the other side of the passage. This is well exemplified by the house in Watercombe Lane. In the other, the hall and kitchen form the larger unit, separated by the passage from the parlour. The Rodber house is one example of this, the Michell house another, though in this case there is another room, for dairy or other service purpose, set at right angles to the kitchen. The buildings, with the exception of the cob wall of the Phelips house, were of stone rubble: and survivals, together with the inference to be drawn from nineteenth century refenestration, indicate that stone mullioned windows were normal on the ground floor, though wooden casements were acceptable above. The windows of the house with the storeyed bay have original wooden frames and mullions with the ovolo moulding on the upper floor and some of those of the Michell house of 1649 are similar, though in this case probably replicas, while nineteenth century replacements in what has been deduced to be the Pawley house of 1657 suggest that the previous windows were framed in wood.[12]

The survivors from the non-farming leases are also fairly spacious. The Rodber house actually belongs to this category, while others provided two rooms on the ground floor and two above. One, probably of the early eighteenth century, is of unusual design for the period, being built as a pair of dwellings, with a central chimney stack to serve both: there is a dated parallel, of 1728, in West Mudford. Again, construction in stone was normal, though the cottage demolished some years ago was of cob, later fronted in brick.

The houses reverted to the landlord on the expiry of leases, and the court rolls show that active attention was paid to repairs. In 1600, Thomas Whybly forfeited 5s. for not repairing the barn of his tenement as ordered and John Paulye 6s. 8d. for not repairing "le mantill", while Isabella Gaylard was fined 20s. for not repairing her roof. Two years later, she forfeited 10s. for the same reason.

12 After this article had gone to press, an outhouse at Knapp House was examined. This outhouse was formerly an outside kitchen with living quarters above. The windows on both floors have wooden frames and mullions with ovolo mouldings.

These were all lessees of "whole places", but a cottager, Richard Holwaye, also forfeited 10s. for a defective roof. The later book of grants is almost silent on the subject, but a condition of a regrant in 1680 was that the house should be repaired. Two years later, John Michell had to put two tenements in order, but the reference may be to field gates and boundaries, especially as one of the tenements was earlier recorded as "overland".

THE LEASES

Before describing the content of the leases, it is necessary to emphasise two points. First, this is a study of a single, rather small, manor, from which generalisations cannot be made about the system of tenure practised on the Waldegrave estates, let alone anything wider. In Preston, at the close of the seventeenth century, all holdings were leaseholds, though not all of one kind (one small freehold was granted a few years later). A cursory examination of the survey-books for all the dozen Waldegrave manors shows leaseholds in all of them, save one small one where the tenure is undefined: but in the Mendip manors of Chewton and Radstock, leasehold coexisted with copyhold, the latter being the usual tenure. The absence of freeholds is general, save only on the manor of Edington, where there were a dozen free tenants. Secondly, although changes of tenure can be perceived, the study of land tenure of this period, particularly the West-country form of 99 year leases, determinable by lives, has not yet progressed far enough for the meaning of the changes to be clearly interpreted.

The general features of the Preston leases were grants for named lives, usually three, substantial fines on entry, lesser ones for the substitution of another life, low quit-rents, heriots and written indentures. So far as the 99 year term to leases was concerned, the period covered by the books of grants was transitional. For the capital messuage the 99 year term was not introduced. A new grant in 1655 made no mention of it and, though it formed a component of an agreement for a lease in 1722, it was omitted from the indenture between Lord Waldegrave and Simon Michell in the following year. In the case of the agricultural leases, the latest grant in which the 99 year term was not mentioned was 1668, when John Michell secured the Gaylard "whole place", and when he resettled the terms of all his leases in 1682 the 99 year term was inserted. Prior to this, from 1647, five properties appeared in the book of grants — several

more than once, minimising the possibility of an omission of the term — without mention of the 99 year term. Three of these were for two, instead of the later universal three, lives: and they showed variation in the treatment of the lives, such as a grant to A with remainder to B his wife, one to C and D, whichever the longest lives, and another (a cottage) to E, with remainder to F and G for their lives. There were three grants which included the 99 year term; of these one was a reversion. One, the earlier Whitby lease, had already been "barred for 99 years", which puts the beginning of the system back to a date well before 1647. The idea of a lease limited by years certainly went back to the beginning of the century, for in 1602 two members of the Pawlye family were before the manor court for making grants of portions of their holdings for a term of 40 years, the result being that their estate in the sub-leases was forfeited. A similar change took place in the terms of tenure of the cottage leases, though not completely. In 1680, a grant for three lives successively was "according to the custom of the manor" and a regrant of the same cottage in 1717 did not mention the 99 years.

Whatever the reasons, therefore, it is clear that there was a change which was mutually acceptable to the landlord and to a tenantry which was rising in economic consequence. From the lessee's point of view, the rebuilding of the village in the later seventeenth century suggests that he had greater security than in the past, while the landlord benefited in the long run from the improved houses which reverted to him on the termination of leases, as well as, more immediately, by the increasing practice of purchase of reversions of leases, as evidenced in the books of grants. More must have been involved and it is perhaps fortunate, in terms of the completion of this article, that no indentures of 99 year leases or records of litigation have survived for the manor. Two further points remain unanswerable from the records studied. Did the 99 year lease include the right to add lives, on payment of a fine, during its currency? And what happened at the end of 99 years? The period covered by the books of grants is too short and, even if it had been longer, no light might have been thrown, since it became the practice in the early eighteenth century for a lessee to negotiate an entirely new lease when he wanted to vary the lives which supported it.

The fines on entry did not relate to a regular scale of so many years' purchase of the annual value, so far as can be seen, though this is in contrast with what is known to have existed elsewhere. With considerable variations, they tended to be in the neighbourhood of 10 - 12 years' purchase. But "The Farm", for example, passed in 1655 for close on 15 times the recorded annual value, while in 1723 the fine, lower absolutely by some 10 per cent, represented only 7 times a much higher value. And when William Phelips secured his second lease in 1682, he paid 14 times the annual value, while his successor in 1715 paid an amount also less by 10 per cent and representing only 11 times the then value. Fines for admission of new lives, whether in the form of a new family life or of a reversionary interest in an outside lease, were also variable: they tended to be about twice the annual value and also showed a trend towards reduction towards the end of the period. Heriots, by contrast, remained fixed, being expressed in terms of "Best beast or . . ." (sum of money).

The quit-rents, already noted as not greatly higher in total than they were in the fifteenth century, remained unchanged in most cases, subject to adjustments when minor alteration in the lands of a lease took place. Again with substantial variations up and down, they represented in the neighbourhood of 1s. an acre for the agricultural leases, with the exception of "The Farm" at half this amount. There were a very few conspicuous alterations. One of the Michell leases, granted in two parts in 1682 at a total rent of 30s. 9d., was revised downwards, for no obvious reason, to 18s. 8d. in 1708: and, the lease being surrendered and regranted to another member of the family in 1719, the rent was then raised to 40s. And the two leases of William Phelips, with rents of 40s. and 27s. as they had been previously, when he acquired them, were raised to 100s. each when regranted in 1715 after his death. The book of grants comes to an end too soon afterwards for it to be seen whether this was the beginning of a policy of relating rents to values, but three other new leases, or rather variations of existing ones, left rents unchanged.

The short series of court rolls shows that at the end of the sixteenth century leases were the subject of indentures, from the capital messuage down to the smallest cottage. In 1599, Richard Perraye surrendered his interest, with his indenture of 1594, with a view to a regrant of the capital messuage: and two years later a

cottager with but an eighth of an acre, Thomas Farly, having died, his son appeared to claim the tenancy and was admitted on production of an indenture dated 1598. In the same period, a "whole place" and a "half place" passed to heirs, in each case on production of an indenture.

The Extinction of Long Leases.

Within thirty years of the purchase of the manor by Edward Phelips in 1725, the greater part was converted to tenant-farming on short leases at rack-rents, secured direct from the landlord. Yeoman farming had already largely disappeared: in the late Waldegrave period, "The Farm" was let for £210, while most of the larger lessees were Yeovil men or from further away, like Cleeves of North Perrott; but the owner got only his fines, heriots and quit-rents. By 1757, however, when the agreement for sale was made by the next Edward Phelips and William Cox, the Thames-side timber merchant, it was recited that Henry Andrews rented "The Farm" for £180 and other lands for £47, while seven other tenants paid £50 between them, £277 in all. The surviving lessees, principal among them Cleeves, Michell and Hooper, were listed by name with a total of the annual values of their leases, £247 10s., including the house and cottage leases. Phelips's name naturally does not occur, since his own lease would be the first to be absorbed: the 1725 value of his lease, £40 to £48, corresponds closely to Andrews's rent for "other lands", and parish, electoral and tithe records show that the house was leased separately and finally sold. The list of lessees in 1757 cannot be exactly equated with that of thirty years before, but the correspondence is close enough for it to be said that some 350 acres was in the hands of the landlord and farmed out, while some 200 remained with the long-term lessees. Of these, the only one who seems likely to have farmed his own lands, apart from the possessors of a few odd fields, was John Boucher, who was a churchwarden in 1762, two years after surviving churchwardens' accounts begin. When Cox resold to Thomas Fane a few years later, the list of rents and lessees was again recited, with no significant change. William Andrews, who succeeded Henry in 1761, paid £10 more, six other tenants £10 less: the name of one small lessee had disappeared, Sely, with his forebears stretching back into the sixteenth century. But still the full economic benefit from the land could not

be gained, since while several large leases remained in being the farms could not be consolidated.

From 1781, the extinction of leases can be followed closely from the land tax assessments. Boucher's, "late Mores" in the assessments, had already gone and was farmed by Andrews, who also took over Hooper's when a later James died in 1787: Andrews also had another small earlier lease from 1781. George Connock, first recorded, as a churchwarden, in 1768, was Cleeves's farmer and continued to farm for the Earl of Westmorland when Cleeves died and the lease fell in in 1786 or 1787. And the last Simon Michell's land, also absorbed at the same period, was variously disposed of for twenty years, until split between the two large tenants in 1806. When the redistribution of lands, thus made possible, actually took place cannot be discerned with safety. No shift in occupation is recorded in the land tax assessments, but there is no reason why it should have been if land was exchanged on an acre-for-acre basis, and in any case the assessors' chief concern was the owners who paid the tax. Records of parish rates begin only in 1806 and the proportions of the rates payable by the two farmers are closely parallel to those of the land tax due on the lands occupied by them, until 1820.

In that year, a new parish valuation was made, each occupier's lands being assessed by a pair of his neighbours. The larger Westmorland farm and the other larger properties in the parish were left very little changed, but the value of the smaller one was raised by over fifty per cent. This large increase is to be accounted for by the lands of the hilly area to the south having come wholly under the lesser farm and by their conversion so far as possible to arable, which the tithe survey shows to have been the case, though arable usage had started long before — the 1699 survey-book includes in this area a "new marl'd Holly", actually in Brympton parish. But if parish rating assessments tended to be frozen for long periods, the change may have taken place long before and only have been brought to notice by special circumstances. Here the cost of poor relief is relevant: from 1817 - 18 to 1818 - 19 there was an increase in the total rates of nearly fifty per cent, from £133 to £189, and the latter year coincided with the appearance of a new, and subsequently very active, overseer from another part of the parish. But 1812 - 13 and 1813 - 14 had also been almost equally onerous, and 1814 too brought in a new name among the roster of farmers who served as overseers, so that the same motives could equally have applied then.

The tentative suggestion, therefore, is that the full development of the southern lands, if not the actual exchange, took place not long before the 1820 valuation.

Change in usage in this part of the manor over two centuries is reasonably clear, from the evidence of early field names, compared with the details in the tithe surveys. Elsewhere, for lack of information in the books of grants and survey-books, it is fragmentary. The 20 acre Barley Close of 1699 was pasture (Higher Sleight) in 1837, and Clover Grasse of similar size was later arable, while there are other traces of conversion of meadow to arable. In general, changes may not have been great. The Field's End area was almost entirely pasture in 1837, and that of the various "fields"— Preston and Manson, Dean and Little — equally almost entirely arable. The great change came during the succeeding century. Where now arable is rare, in 1849 each of the large farmers had half his land under the plough, while of the remainder the larger farmer had two-thirds pasture and one-third meadow and the smaller approximately half and half.

THE VALUE OF THE LAND

In conclusion, the Waldegrave survey-books and subsequent records give a good deal of information about changing values. Taken to the nearest £10 in the total value and calculated to the nearest 1s. per acre, these are:

				Per Acre	
	The Farm	Other Leases	Total	The Farm	Other Leases
Before 1696	£120	£220	£340	10s.	15s.
1699 (*recte* 1712)	£180-200	£230-280	£410-480	16-17s.	16-19s.
1757	£180	£290	£470	16s.	19s.

The 1757 figure for other leases includes a few pounds for houses and cottages and the whole of the rents from lands other than "The Farm", but no longer subject to long leases.

Farms only, excluding land in Brympton		Per Acre
1806	£680	28s.
1820	£850	35s., i.e. 42s. statute
1837	£710	29s. 35s. statute

The 1820 valuation, made by the parish, states the value per acre for the largest farms and may have been based on the actual rents: that of 1837, for tithe purposes, is an average of the field by field valuations, which varied from 40s. a statute acre down to 18s. The high 1806 figure, compared with that of 1757, suggests that it reflects a fairly recent re-valuation.