

SIXTEENTH-CENTURY ENCLOSURE AT STON EASTON

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In 1525 John Hippisley, tenant and bailiff of the Mendip manor of Emborough, became ‘farmer and rent collector’ of the adjoining Bruton Abbey manor of Ston Easton *major* when he bought a lease of that manor for the lives of himself and his wife Agnes. In 1544 – after Bruton Abbey had been dissolved – as sitting tenant he purchased the manor and became himself lord of Ston Easton *major*.¹ With his purchase John acquired many manuscript documents concerning the manor, dating from as early as 1296, and subsequent Hippisley descendants added their own quota of papers relating to the manor – and to other property acquired later (including Ston Easton *minor*). This accumulation of documents (now DD/HI at the Somerset County Record Office) provides a remarkable historical source for studies of the estates of one of the smaller Somerset land-owning families.²

The early enclosures at Ston Easton warrant a particular study as they were carried out by the sole authority of the Manor Court. Tudor enclosures of this type are rarely mentioned, so an account of those at Ston Easton will help to fill this gap. These were not enclosures carried out by a landlord intent on dispossessing his tenants in order to make grassland sheep runs from common arable fields, but were intended to prevent damage to villagers’ hay and corn crops – and the lord’s – by straying livestock.

At this time control of livestock was paramount. These Ston Easton enclosures were not to enable tenants to improve their crop husbandry, or even to continue it – unless they adopted the short two-horse plough team. Their enclosures – unlike those of the Hippisley demesne – were too small initially to provide enough space to allow the usual long six-ox team to turn, so they would be used for livestock – as grazing or for hay – until they could be enlarged by consolidation.

The control of livestock had always been a problem for medieval agriculture. In the dead of winter animals were usually kept in homestead paddocks, in sheds, or in folds, and hand fed. But in the summer village herds were driven daily to and from their designated grazing grounds, and while being driven had to be kept from straying onto open field arable crops – or open meadows ‘hained up’ for hay – and then kept on unfenced commons all day. With small numbers, plentiful grass, and with water on site this may not have been too difficult, but at Ston Easton *major* (for example) between 1346 and 1370 an average of around 400 strays were impounded annually, so clearly in this village of two manors strays were a problem.³ An obvious method of dealing with them in limestone country, although a laborious one, was the building of drystone walls – to keep livestock out and to keep livestock in. (Hedges take several years to grow but walls are immediately stockproof.) The pre-enclosure map of Ston Easton open fields (Fig. 1) compared with the later map of the village (Fig. 2) show the progress of wall-building up to about 1600.

The problem of strays at Ston Easton may have been accentuated by the considerable length of the village and the fact that the common grazings were at the two extreme ends (Fig. 1). Consequently there was a long way to drive the village herd back and forth each day – along roads lined on each side with unfenced crops – so it was easy to lose an errant animal or two on the way. In 1583 the total number of cattle that Ston Easton *major* tenants were allowed to put on common village grazings was recorded as 26, so the village herd of both manors must have numbered at least 40.⁴ The number of sheep grazing with the cattle is not mentioned, but bearing in mind the large numbers impounded it was no doubt considerable.

Trespass by livestock was not new. Saxon laws under King Ine of Wessex had dealt with trespass on common arable or grassland of which *ceorls* (free peasants) ‘have fenced their portion’.⁵ However, at the Hippisley manor of Ston Easton *major* the first reference to a wall as a fence first appeared in the 14th century – this was the ‘Whitchurch wall’ – to the east.⁶ Although this wall may have prevented trespass from the eastern side of the village the problem evidently remained unsolved to the north. The sole surviving 16th-century manor roll for Ston Easton *minor* records – in 1550 – the efforts being made to control such trespass. An entry on that roll lays down: ‘... that Elizabeth Bythman is to well and sufficiently repair and make the stone wall against ‘Lames Cliffe’ by the Feast of the Nativity of the Lord next under penalty of 20s’.⁷ This was almost certainly a wall marking the northern boundary of the village below the Cliff against Farrington Gurney to the north, and was designed to contain Ston Easton *minor* animals and keep those of Farrington off Ston Easton *minor* land (Fig. 1).

Walling – and hedge planting – by customary tenants was encouraged also at the Hippisley manor of Ston Easton *major* and sluggards were penalised – much as in the case of Elizabeth Bythman at Ston Easton *minor*. In 1562 Henry Webbe (also Parker) at Ston Easton *major* was enjoined to make a sufficient wall between his close and Richard Hele’s under penalty of 3s 4d, while Thomas Saunders was to repair his hedge next to Hippysey Grove and all tenants were to make sufficient hedges at ‘Cleveshurd’ against the North Field – under the same penalty.⁸

There is little doubt that the greater part of the grassland of the demesne or manor farm of Ston Easton *major* had been enclosed by walls at a very early date – there are references to several cases of villagers breaking down the lord’s wall to let their own livestock onto the lord’s grazing land as early as 1369 – at a time when the lord was the Prior of Bruton.⁹ However, much of the arable land of the demesne still remained intermixed with villagers’ strips in the open fields as late as the latter part of the 16th century. Examples quoted below show that the widowed Agnes Hippysey and the John Hippyseys II, III, and IV were consolidating these demesne open field arable lands at this time, and the process was certainly long drawn out. But it was so successful that, for example, ‘in the great new tyning [enclosure] in the south field’ John Hippysey III had enclosed a massive sixty acres of demesne arable land in one unit by 1602.¹⁰

The earliest surviving evidence of land being enclosed on a tenant’s initiative is in a court roll of Ston Easton *major* of 3rd April 1562, less than 20 years after the Hippysey purchase. The last entry on this roll relates the details:

To this court came Thomas Saunders, tenant of the lord, and petitioned for licence from the lord to enclose and hold severally two acres formerly of arable land lying in the North Field on the east side of the King’s Road going towards Bristoll.

The reason for this request was that ‘wagoners with their wagons and riders with their horses’ were doing great damage by driving on the land.¹¹ Presumably when the road became muddy in wet weather the traffic used Thomas Saunders’ land adjoining, and naturally damaged his grassland. Permission to enclose was given, and presumably a wall was erected to keep the trespassers off the land. In September of the following year, 1563, another entry reads:

To this court came Richard Hele and petitioned from the lord for enclosure of one acre lying above the road to Compton [Chilcompton] next to a hedge called Whitchurchedge. The court gave licence.¹²

In this case, too, the reason for enclosure may have again been primarily to protect the land from trespass by road users.

Before individual enclosures of a worthwhile acreage could be achieved, the small scattered open field arable strips of each occupier had to be consolidated into larger areas. This was done by exchanges between the Hippisleys and their tenants – and other tenants in the village – and between tenants themselves. At the court held on 20th April 1563 permission to exchange a number of arable strips was granted, although no reference was made to enclosing them:

To this court came Richard Hele and petitioned the lord for licence to exchange one acre of arable land of which ½ acre is lying in the North Field on the Cleeves ... and also ½ acre lying in the West Field at Newclosestyle, with William Martyn similarly tenant of the lord for one other acre of arable in the same West Field under Brodwaye. The Steward gave licence. And similarly the same Richard petitioned for licence to exchange possession of ½ acre of arable lying in the West Field at Kenning Grove with William Hippisley, brother of the lord, for another ½ acre of arable under Broadway aforesaid. The Steward gave licence as before.¹³

So far there was still no mention of any intention to enclose the pieces of land which were being exchanged, and no doubt to consolidate ½ acre strips in the open field was at first a sufficient advantage in itself – although the name ‘Newclosestyle’ itself implies recent enclosure. Later references to fences of some sort suggest that in fact true enclosure was indeed the ultimate result if not the original aim of these exchanges. However, enclosure following consolidation is implicit in an entry in the manor court roll of 1564, which although suggesting leadership by the Hippisley family, was clearly advantageous to at least one tenant. The reference to ‘a close of Richard Hele’ certainly shows that the latter was enclosing as well as consolidating some of his arable strips and while in two of these cases it is not clear who benefited most from the exchanges, in the third case there can be no doubt about the convenience to Richard Hele. He received land ‘abutting’ or adjoining one of his existing closes (No. 3 below) an obvious example of advantageous consolidation of enclosures. Summarised the entry states:

1 William Hippisley	1 acre in Waterfurlong in the North Field 1 acre under Shortmede in the North Field LICENCE TO EXCHANGE WITH
Agnes his mother	2 acre parcel of the farm and formerly parcel of the aforesaid William’s tenement
2 Henry Parker	1 acre in the West Field at Newclosestyle LICENCE TO EXCHANGE WITH
Richard Hele	1 acre in the West Field against Newclosestyle
3 Richard Hele	1 acre in South Field above Compton Road LICENCE TO EXCHANGE WITH
John Collyer	1 acre in South Field at Slades abutting a close of Richard Hele ¹⁴

The six surviving court rolls of the Hippisley manor of Ston Easton *major* considered so far cover the years 1562, 1563, and 1564 only. For the whole of the rest of the 16th century only one other roll survives and although the regnal year on this last roll is illegible, internal evidence places it almost certainly in the year 1583. This document is only partly written in the conventional

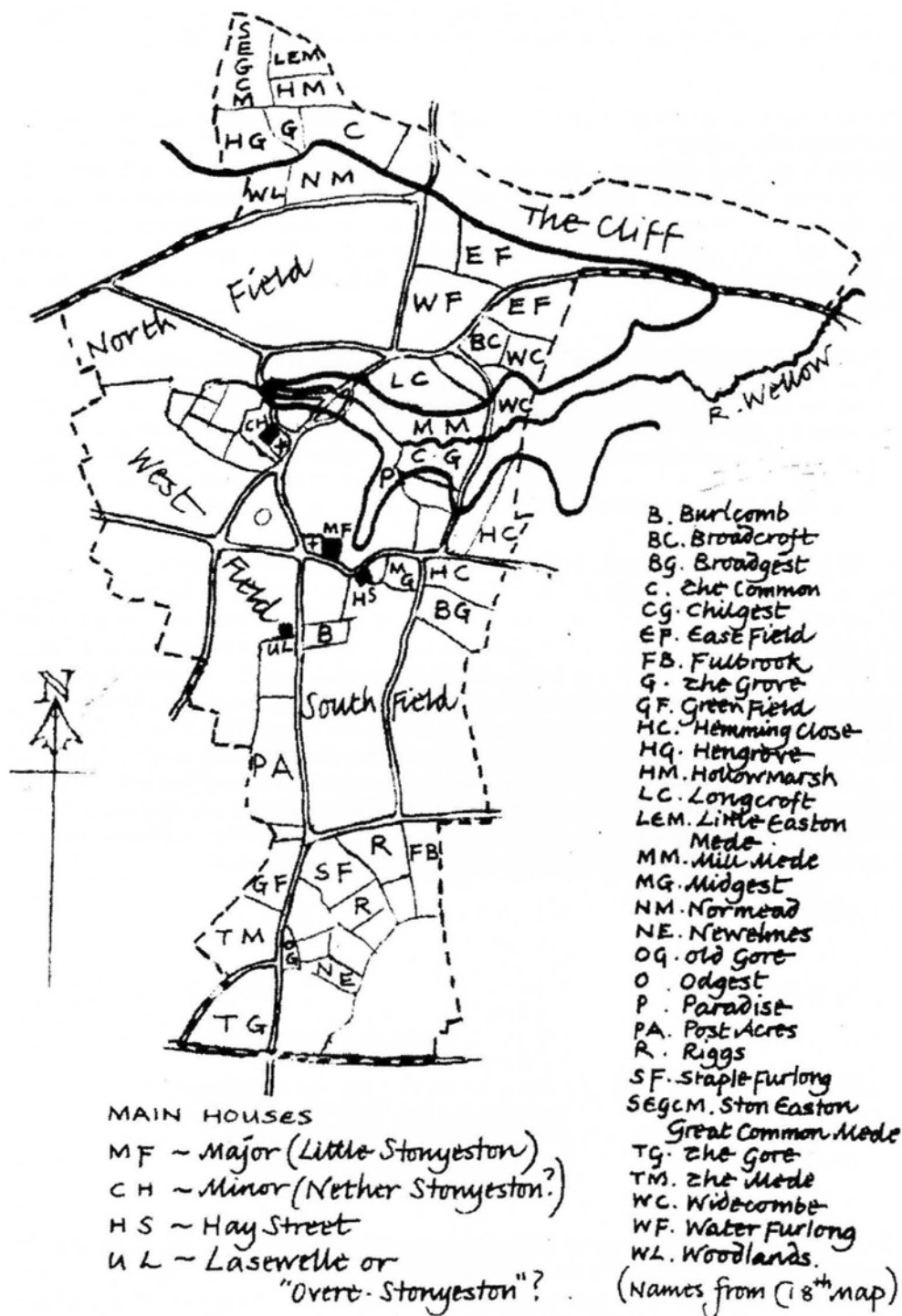


Fig. 1 Ston Easton open fields c. 1300

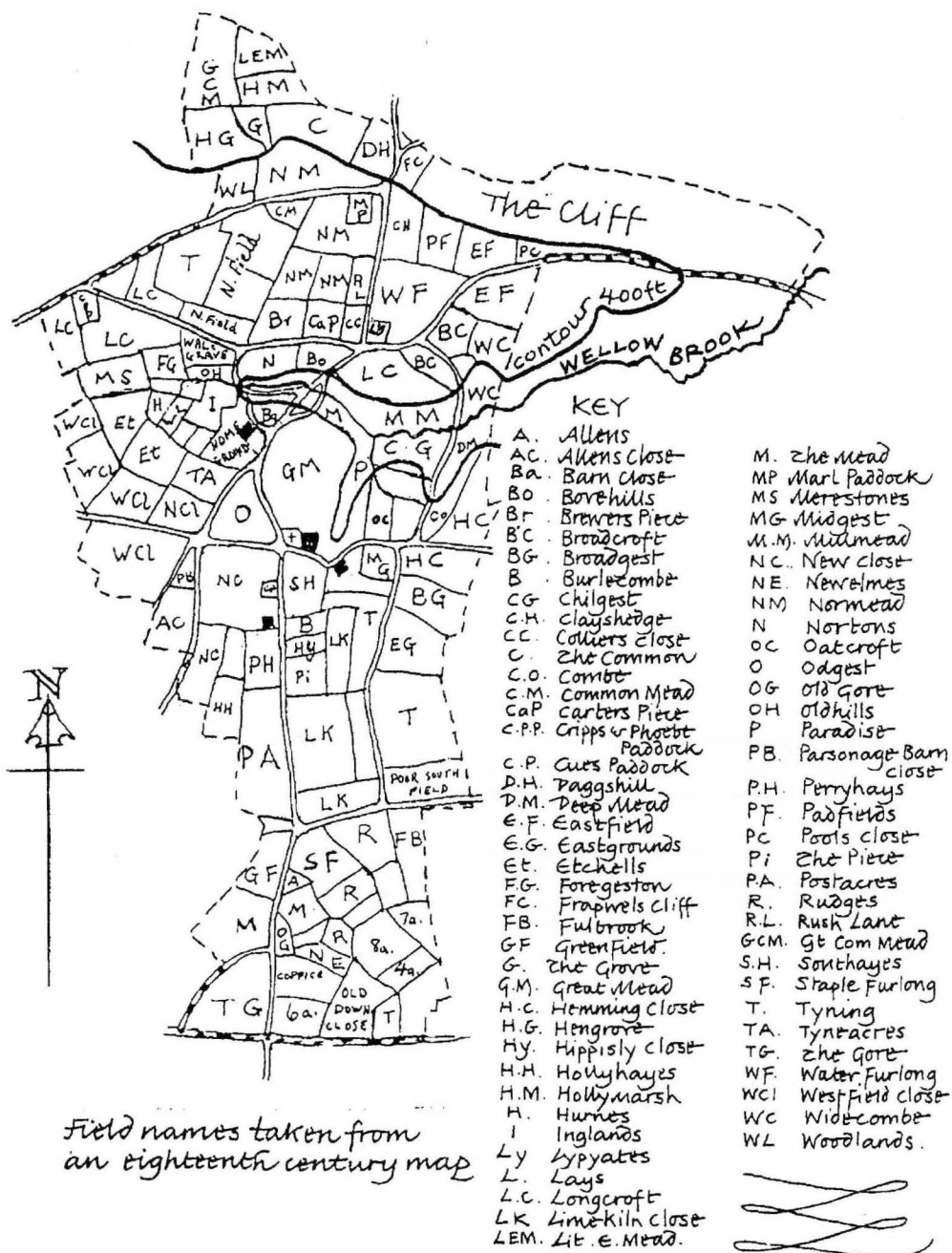


Fig. 2 Approximate position of fields after enclosure, c. 1600

medieval abbreviated Latin, the items concerning exchanges, enclosures, and some other practical matters were written in English. This is the first English text on surviving manor rolls of Ston Easton *major*; and it simply records continuing exchanges – evidently by now ‘licence’ was not required, it was again headed by the Hippisley name:

1 Mrs Agnes Hippisley and John Collyer hathe one with thother exchanged lond for lond as followeth viz the said Agnes to have two acres lying bewest tenne acres grepe and two other acres lying without Frapwell’s Wale and the said John to have four acres of the same Agnes lying above tenne acre adjoining with his owne grownd there.¹⁵

Four other similar items, summarised, are:

2 Harrye Parker	1 acre in the West Field under Broadway TO EXCHANGE WITH
John Collyer	1 acre in the North Field in Waterfurlong
3 Richard Coles	3 yards in the West Field above Broadway TO EXCHANGE WITH
John Elvord	3 yards in the North Field under Shortmeade
4 Agnes Hippisley	1 acre in the North Field in the headland TO EXCHANGE WITH
Harrye Parker	1 acre above Bourelcome
5 Agnes Hippisley	1 acre parcel of the farm ground in the west side of the pyce ¹⁶ in the West Field above tenne acres TO EXCHANGE WITH
William Hippisley	1 acre in the Greenfield ¹⁷

In the first exchange the far-seeing John Collyer received four acres adjoining his own ground, achieving a consolidated area of probably at least five acres, no mean achievement.

A rather obscure entry in the 1583 manor roll is evidence of pressure from John Hippisley III to build walls – against resistance from tenants. The wall referred to may have marked a manor boundary:

Whereas before this tyme there hathe bene some variance depending betwene the lord of this manor and the tenaunts concerninge the custome of this manor. Yt is at this Court Decreed betwene them that if the said tenaunts Doe make or cause to be made for the said lord by Roppe¹⁸ of good and Sufficient Stone Wale beinge in bredith two foot and in high five foot At Whitmead where the Wale is alreadye begone, and the same L and Ropes¹⁹ beinge made in manner and forme as aforesaid At or before the Feast of St John the Baptist wich shallbe in the yere of our Lord god a thowsand and fyve houndred four schore and fower [1584]. That then the said Custome of this manor to be confirmed by the said Lord in souche order forme and sorte and with souche intente efforte and meanyng and in so large and ample manner as ever the said manor or large part or parcell thereof was graunted by Cople of Court Roles to anye person or persons before the said manor Came into the possession of the said John Hippisley.²⁰

Although the nature of the ‘variance’ is obscure, there appears to have been some resistance to building a wall ‘for the said lord’. There also appears to have been an attempt to resist some suspected move away from the old ‘custom of the manor’ which had traditionally ruled landlord and tenant relationships. Thus while it might possibly be seen as evidence of resistance to enclosure in the years before 1583, it seems more likely to reflect resistance to the current move from copyholds to leaseholds for two or three lives (arranged privately) which undermined the role of the Manor Court in maintaining the rights of customary (copyhold) tenants. However, there can be no argument about the fact that this extract provides evidence that walls were being built and that they were two feet thick and five feet high. It is also clear from the foregoing

that wall-building – and therefore enclosure generally – was being carried on because of pressure from John Hippisley III himself. As well as working towards the enclosure of all demesne lands he was pressing the tenants to wall the open field and outer manor boundaries – obviously to their advantage as well as his.

Even more detailed evidence of drystone walling during this period appears in a notebook started by John Hippisley III just before the turn of the century, although in fact here it refers to the adjoining Hippisley manor of Emborough, purchased in 1570:

A noat of my exxamples about waling of Newlands at Emborough layed out by John Hippisley vizt:

1609	April 6th	To John Woods for quarrying stone at 2d per load	10-00
	May 8th	Henry Marrat for making walls at 2s 6d p yard	1-10-00
	May 21st	To Thomas Dagge for 40 days to fill stones	1-05-06
	May 27th	More to Henry Marrat for making wall	2-08-00
	June 3rd	To Henry Marrat for making Wall	2-00-00
	July 30th	To Moore for quarrier for digging of stones	2-01-00
		TOTAL	£9-14-6 ²¹

So apparently soon after the turn of the century, if not before, there were professional drystone wall builders available – such as Henry Marrat and his helpers. Of course, as the name ‘Newlands’ suggests, in this case John Hippisley IV was enclosing open common grassland, presumably for his own use, and not the open arable fields.

The first of another series of entries in the Hippisley notebook reads:

A note of exchanges between me and Richard Saunders ground belonging to Deverell’s²² bargain in the Southfield for which several parcels of ground he must have of me, John Hippisley, the parcels following, vizt:

One land under Whitchurch wall sometime John Collyer of Chewton containing 1 acre, 28 lugg
 Item: he must have of me other land next to the same saving one land in same furlong Francis Elford containing 3 yard, 32 lugg
 Item: he must have of me one other piece of ground next Bushes piece which was left When Thomas Tucker was full paid [illegible]
 Sum that is paid to him is 25 lugg
 And so I rest in Richard Saunder’s sett to the use of Thomas Deverell the sum of 9 lugg.²³

The next item starts: ‘An exchange between William Feere and me, John, Hippisley, the 29 of January 1598’. After noting several exchanges, this entry ends: ‘And so I remain in William Feere’s debt the sum of 66 lugg of ground which is paid him above the way next the land at Woodlands above side and so I am yeven with him’.²⁴ Many exchanges with other tenants are recorded, and provide abundant evidence of consolidation and enclosure of arable strips of the Hippisleys’ demesne ‘lands’ in the open arable fields.²⁵

In the same notebook a survey records the large size of most demesne enclosures:

ACREAGE AND YEARLY VALUE²⁶ OF THE DEMESNE OF STONESTON 9 APRIL 1602

	acres	£ s d
Garden, Coniger ²⁷ and Orchard	3	3-00-00
Paradise ²⁸ and Coom Bottom	15	8-00-00
The Stubby Close and Coome Batch	15	7-10-00
Ocrofts	15	6-10-00
Furlong and Edmead	14	9-10-00
Odgest	18	9-00-00

Southhayes and Roger's Meade	9	6-00-00
The Newclose	15	7-10-00
Collyer's Poke	2	1-00-00
Pirreyhayes	16	8-00-00
The Three Postacres	18	7-00-00
The Greenefield lying in a close by itself	16 & 3 yards	4-00-00
The Linche Close which John Tucker and now Walter Elford holdeth which I had in exchange for Shortmead and other grounds of John Dorry	5	2-00-00
The peece above Dagge	12	5-00-00
Newelmes Close	20	8-00-00
Ryeclose and Newelmes pocke	8	4-00-00
In the Green Field lying open in Severall ²⁹ with the sleight	8	2-00-00
The great new tyning in the South field	60	[not entered]
Abroad in the North Field in several parcels	12	do
In the South Field above Compton's Way	1	do
The ov[er] twenty yards	6	3-06-08
Sparkes Close	8	2-00-00 ³⁰
TOTALS	296 acres	£103-16-00 [excluding 73 acres]

Thus, as a result of the various exchanges and wall-building programmes almost all of the demesne lands had been enclosed by 1602. However, the size of the 'Great Tyning in the South Field' was exceptional, even for these demesne enclosures, but this made all the more room for turning the plough when ploughing with the usual long six or eight-ox plough team.

Are the acreage figures accurate? Gunter had not introduced his chain and surveying was not yet an established profession, but these acreage measurements were checked and rechecked. In 1609 a number of the fields listed above were measured again and two acreages amended: 'Odgest being measured by Richard Hippisley and Thomas Wilcoxe 4th January 1609, containing xiii acres di, xxx lugg = 14 acres 2 yard 30 lugg'. This was thus 14¾ acres instead of 18. 'Ocrofts being measured to the uttermost by Richard Hippisley and Thomas Wilcox cont. 12 acres'. This had been 15 acres in 1602. However, most 1609 acreages agreed with the 1602 measurements, thus Southhayes and Roger's Mead were measured by the same pair 'to the uttermost' and 'containeth eight acres, 3 yards and xi lugg' – which is virtually 9 acres, as in 1602. Stubby Close, Coome bache, Ryeclose, Newelmes Pocke, Newelmes, and Greenfield measurements were also the same in 1609 as in 1602. No other enclosures can be identified for comparison. Inconsistencies were no doubt accounted for sometimes by changes in boundaries; for instance 'The lower end of Coome which is apoynted to be layed open to Ocroft'.³¹ This might remove 2 acres and reduce the 1602–1609 Ocroft discrepancy to one acre in 15 acres. So acreages quoted may reasonably be accepted as accurate enough for the purpose of this study.

It must be remembered that exchanging and consolidating strips did not constitute enclosure – all tenants still had the right to put their livestock on the stubbles after the corn was cleared, even after several strips had been consolidated and fenced. An entry in the 1583 roll is a reminder of this:

ITEM. At this court it is deviced between the lord of this manor and the tenantes that no cattel shall be put in and uppon any of the filds where the Stubbes be after Lammas Daye [August 1st] until suche time as the corne be had away from the sayde field. And that none shall put any cattel in the said fild after the Courne is carryed away until such time as the farmer's cattel shall have the first being in the said filds.³²

If a tenant enclosed his strips this might give him some benefit in that no stray animals could trespass on his crops before harvest. However; after his harvest was in, all other tenants would have the customary right to run their cattle on his enclosed stubbles, the lord – or the tenant who farmed the demesne – having first bite. His field would also be subject to common grazing for the whole year in which it was part of the fallow field, so he would not be able to crop it in that year. These problems could only have been solved among all the tenants collectively and it is very doubtful whether this could have come about without organisation and probably pressure from the Hippisleys as lords of the manor.

The lists of exchanges in John Hippisley III's notebook, referred to above, show how they were carried out and recorded. There is no evidence that John Hippisley applied pressure to get the best land for the demesne – as some writers have suggested that landowners often did. However it does look as if he made successful efforts to obtain large enclosures within a 'ring fence' in the South Field near his demesne buildings and manor house – very convenient for himself especially while he still ploughed with the unwieldy long ox team. Other items from the Hippisley notebook include details which illustrate the care taken over exchange transactions.

Land measurement down to the nearest foot, the date of the exchange, agreement over erection of walls – as well as names of witnesses – were regularly recorded:

'which is measured unto Greenfield and must be enclosed at my charge and so delivered unto Father Collyer next unto his own Close'.

'... which is measured and delivered to him the 22nd day of May 1600 in the presence of Richard Savage, Richard [Disham?], John [Wake?], and Robert [space], and Robert Thruvell, tenants of me ...'

'... being allowed one lugg of 16 foot broad from my Uncle William's wall,'

'... in the North Field under the old widowe Alice Sanders' wall at Cleef hedge'.

'Greenefeld being measured – 2685 lugg from the ditch above the watering place'.³³

Exchanges continued into the 17th century – although enclosure was by that time nearing completion (Fig. 2). In the court record book of 1634 there are entries in a now familiar form. For instance, Thomas Hippisley exchanged three acres by the road in South Field with John Heale for three acres in the West Field while Thomas Hippisley junior exchanged four acres in the Eastfield with John Allen's two acres in the West Field and another two acres of his also in the West Field.³⁴ The size of the plots was greater than before, which must indicate the progress of consolidation – if not enclosure.

Extra-manorial exchanges also took place. In 1631 the manor court of Ston Easton *major* gave licence, at a charge of 6d, for Mr Richard Hippisley to exchange 7 acres 3 Yards and 25 lugg for exactly the same area belonging to Mr Edward Walgrave. Not only was this exchange also 'recorded in the manor court of Chewton', but the manor boundary had to be re-marked:

John Edgell, John Palmer sen., Robert Allen, Richard Dixe, Thomas Langley and John Palmer the younger commanded to take notice where the several grounds do lye which were taken in exchange by the said Richard Hippisley from the said Earl Mr Charles Walgrave [sic] to be done by the 25 day of this present June by six of the clock morning all to meet first at Chewdown under pain of 2s 6d and at the same time these are to appoint and sett meerstones [boundary stones] at the utmost of John Savedge his ground next to Coopes land end. Nicholas Penny and Richard Hippisley to join.

Affirmed John Edgell

John [. . .]linge Jurors³⁵

Reference to a list of lands attached to the 'New House' at Ston Easton, in a document of 1663, shows there were still some open field arable strips in the manor at that time, although

obviously involving a much reduced acreage. The list includes ‘two acres of arable land in the common field of Stone Easton called Northfield’. Enclosure was still going on because another item reads ‘That close of arable or pasture lately inclosed near Thomas Allen’s gate going into a ground of his called Newclose, [with] Wellsway on the west side and the road from Stone Easton to Emborough on the east end thereof’. The full list illustrates, among other features, the small size of many enclosures (excluding the demesne) even as late as 1663 – out of 24 enclosures totalling 139 acres, 19 enclosures were of 6 acres or less.³⁶

It was not until well over 100 years later that the patchwork pattern of the English countryside was wholly complete throughout the village. In fact a lease of 1745 for Palmer’s tenement still refers to ‘½ acre of arable in the West Field’. However, by 1779, when the whole parish was surveyed and mapped for the first time, enclosure was complete, and although only in the Hippisley manor of Ston Easton *major* can wall-building and enclosure be followed more or less as it occurred, the 1779 survey demonstrates that a parallel process had been going on meantime in the rest of the village – although the Bythman case in the smaller manor is the only surviving contemporary evidence of wall-building there. It may be concluded therefore, that all Ston Easton fields were consolidated and enclosed by agreement between landlords and tenants in manor courts, most of them by 1600. There was never need for recourse to a measure as sophisticated or expensive as a Parliamentary Enclosure Act – unlike at adjoining Emborough where 550 acres of Mendip Forest rough grazing were enclosed by Act late in the 18th century.³⁷

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ENDNOTES

¹ SRO (Somerset Record Office), DD/HI.3.

² See Loxton, G.A.J., 2000. *Ston Easton: Perambulation*, Ston Easton.

³ SRO, DD/HI.240.

⁴ See above, n. 3.

⁵ Whitelock, D. (ed.), 1955. *English Historical Documents, c. 500–1042*, London, 368.

⁶ See above, n. 3.

⁷ SRO, DD/S/Hy. 30.

⁸ SRO, DD/HI.240.

⁹ See above, n. 3.

¹⁰ SRO, DD/HI.255.

¹¹ See above, n. 8.

¹² See above, n. 8.

¹³ See above, n. 8.

¹⁴ See above, n. 8.

¹⁵ Grepe or grip means ditch, and wale is an old spelling of wall.

¹⁶ Pyce means piece.

¹⁷ See above, n. 3.

¹⁸ one roppe, rope, or rap is 20 feet.

¹⁹ The meaning here is obscure.

²⁰ See above, n. 3.

²¹ SRO, DD/HI.255.

²² Deverell seems likely to have been a sub-tenant.

²³ See above, n. 21.

²⁴ See above, n. 21.

²⁵ One lugg is 30¼ sq. yds.

²⁶ The estimated annual value was very much higher than the actual rent charged.

²⁷ A coniger was a rabbit enclosure or warren.

²⁸ Paradise was probably an earlier miniature park for small game or a pleasure garden

²⁹ In Severall means enclosed.

³⁰ See above, n. 21.

³¹ See above, n. 21.

³² See above, n. 3.

³³ See above, n. 21.

³⁴ See above, n. 21.

³⁵ SRO, DD/HI.243.

³⁶ SRO, DD/HI.88.

³⁷ SRO, DD/HI.287.