

ART. XVIII.—*Ennerdale*. By the late COL. R. P. LITTLEDALE.

THOUGH in three deeds in the Saint Bees Chartulary* Ranulph Meschin grants to the churches of Saint Mary of York and Saint Bees the manor of Avenderdale in pure and perpetual alms, free from every earthly service; and Richard I, as well Edward II in 1308, confirms to Saint Mary of York the town of Ananderdale,† the gift of Ranulph—if these places are correctly identified with Ennerdale—it is doubtful whether the Priory ever held more there than the chapel and the tithes. The tithes of all Copeland had been granted to Saint Bees by William Meschin. Ennerdale lay at one end of that chace, and boundaries then, as five hundred years later, were not defined. Ranulph's deeds were probably only an acknowledgment that the tithes of Ennerdale were included in his father's grant. Ennerdale is not mentioned among the possessions in Cumberland of Saint Mary of York in which the Abbot was called on by Edward I to prove his claim to right of waif.‡

If, however, the monks ever did hold the lordship of the manor, they must have parted with it soon after the *inspeximus* of Edward II—an unlikely act—for in 1321-2 Thomas Multon of Egremont died seised of Eynerdale within the free chace of Coupland fell, parcel of the manor of Egremont.§ It is always afterwards found in lay hands, and in no subsequent record has even a hint been traced that the Priory ever owned any land there.

On the partition in 1334 of the estates of John, son of

* Surtees Soc., 126, pp. 36-9.

† *Ibid.*, p. 534.

‡ Plac. de Quo. War. 20 Ed. I, p. 122.

§ His I.P.M.

the said Thomas Multon, among his sisters, Ennerdale passed by marriage to the Harringtons of Aldingham, and so, by the well known descent, through the Bonvilles, to the Greys. At Easter 1475 Edward IV ordered that Thomas Grey, son of Elizabeth, Queen of England, might give nothing for the fine to nine writs granting licence to the said Thomas and Cecilia, Lady of Haryington and Bonvyle, his wife, to agree with Thomas Stydolf, Gentleman, concerning the manors of [a long list of manors and lands in many counties] and the manors of Egremond, Haryngton, Gosford, Enerdale, Kelton and Wodacre, and the office of bailiff between Eyne and Derwent and between Eyne and Dodyn in Cumberland.*

And in 1532 Thomas' son, Thomas Grey, 2nd Marquis of Dorset, died seised of the manor of Enardale, parcel of the manor of Egremont, worth £18. 2. 11. p.a.†

On the attainder in 1554 of Henry Grey, 3rd Marquis of Dorset and Duke of Suffolk, Ennerdale escheated to the Crown. Mary and Elizabeth kept it in their own hands, as did James I till 1624 when, having failed to induce the tenants to accept long leases, he granted it to his son, Charles, Prince of Wales,‡ on whose death it was seized by the Parliament, but reverted to the Crown at the Restoration.§

On 13 June, 1665, Charles II granted the manor and forest of Ennerdale to Queen Catherine as part of her jointure.|| During her life, and afterwards until 1764, they were leased successively to Charles North, Lord Grey of Rolleston; Francis, 2nd Lord Holles; the latter's son Denzil, 3rd Lord Holles; and his heirs, John, Earl of Clare and Duke of Newcastle, and Thomas Holles Pelham,

* De Banco Easter 15 Ed. IV, fo. 369; cf. also fo. 71d, and Le Neve's Index F. of F., Ed. IV, p. 19.

† His I.P.M.

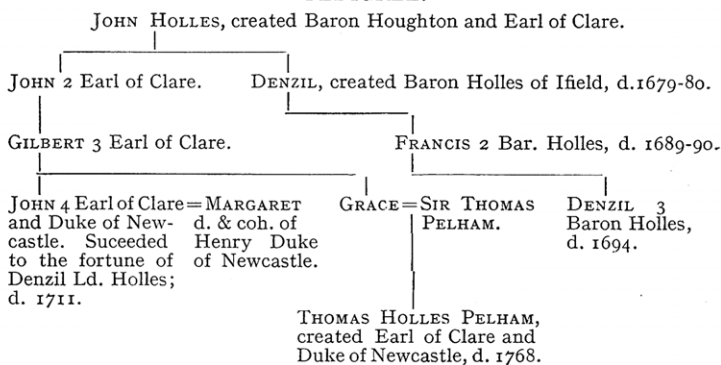
‡ Denton, *Accompt*, p. 167.

§ Estreats of Court Rolls, *passim*.

|| L.R. 1/146, fo. 9.

Duke of Newcastle.* On 3 Jan., 1765, the manor, forest, mines, etc., were leased by the Crown to Sir James Lowther for three lives,† and on 26 Sep., 1822, sold outright for £2500‡ to his kinsman William, Earl of Lonsdale, in whose family it remains.

PEDIGREE.



Four surveys of the manor are extant. The first§ is undated. It was certainly issued in the first two or three years of Elizabeth's reign, but, from its similarity to a survey of the manor of Kelton dated 25 May, 1557,|| might have been compiled about that time. It records the name, acreage and rent of each tenement, and the name of the tenant. The second,¶ which was based on the previous one, was made in 1568, and gives the names of the tenants only with their rents and fines paid, together with a full account of the customs of the manor. The third** was made for the Parliament in 1650, and contains a statement of the value of the manor with some notes on the customs. The fourth†† was made for Queen

* See p. 176.

† L.R. 1/149, fo. 25.

‡ L.R. 1/149, fo. 224.

§ L.R. 10/5.

|| Harl. MS. 606 fo. 82/97.

¶ L.R. 10/5 and 13/5/2. Also Dickinson MS. (*vide infra*, p. 171).

** Parliamentary Surveys, Cumb. No. 5.

†† Rentals and Surveys, 28 Car. II, 6/51.

Catherine in 1676, and consists only of a list of the then tenants and their rents. Among the Land Revenue Papers* in the Record Office, frequently in unsorted bundles, are many dealing with Ennerdale, including forty-two estreats of Court Rolls, auditors', receivers' and stewards' reports, and copies of grants, accounts, etc. It is mainly from these that the following notes are compiled.

Prior to 1554 Ennerdale is generally described as being in the free chace of Copeland, or as parcel of the manor of Egremont. But after it came into the hands of the Crown it was not made part of any duchy, honour, castle or manor, but was always treated as a manor *per se*. Sometimes it is called the Manor of Ennerdale, at others the Liberty of Ennerdale or the Forest of Ennerdale, but more usually "the Manor or Forest" of Ennerdale.

There being no resident lord it was managed by bailiffs, stewards and graves.

In "Grants from the Crown during the reign of Edward V"† is one, undated but presumably May or June, 1483, appointing Sir Richard Huddelston, Knt., Receiver of all lordships, manors, lands, etc., in cos. Cumberland and Lancashire, which lately belonged to Thomas, Marquis of Dorset, Magistrate of the forests and Steward of all the said lordships, etc.; and to the office of bailiff of Copeland; to hold for his life or by his deputy. This appointment must have been actually made by Richard, Duke of Gloucester, before his coronation. It is curious that in the appointment by Charles II in 1660 of Richard Tolson to be Steward of Ennerdale that manor is stated to have been formerly of Richard, Duke of Gloucester.‡ No doubt Richard, who had been appointed Warden of the West Marshes towards Scotland in 1470, and held the honour of Penrith, seized all the lands of Thomas, Marquis of Dorset, when he arrested him on 30 April, 1483, and

* Cited as L.R.

† Harl. MS. 433, printed by Camden Soc., lx, p. 42.

‡ L.R. 1/309.

kept them while he was king. But he could not have held them as Duke of Gloucester for more than a month or two. The statement in the grant of 1660, that he held the manor, looks like a misreading by the draftsman of the appointment by Queen Elizabeth in 1575 of Ralph Ashton to be Steward of the lordship of Penrith and in lez Quenes hames, co. Cumb., and of all manors, etc., once parcel of the possessions of Richard, late Duke of Gloucester; and to the office of Steward of the Manors of Ennerdale and Egremont, etc., late parcel of the possessions of Henry, late Duke of Suffolk.*

In a compotus of the Cumberland manors of Thomas Grey, 2nd Marquis of Dorset, for the year ending Michaelmas 1515† Anthony Patrickson renders his account as bailiff between Eyn and Derwente; and in the valuation of the Priory of St. Bees, made in 1536, he is mentioned as one of the three bailiffs of Copeland who each received 3s. 4d. p.a.

On 30 April, 1540, Henry, Marquis Dorset, Lord Ferres de Groobye, Harrington, Bonvyle and Astley, for good service, as well to himself as to his late father, by his servant Anthony Patrickson, granted him, and such son of his as he might nominate, for their lives, the office of bailiwick or bailiff of the Liberty (offic' ballivat' sive balivi Libtat') as well between Eyn and Duden as between Eyn and Darwent Enerdall Egremounte Harrington [*sic*] and all Liberties franchises and jurisdictions he [Henry] had within the said bounds in Cumberland; and the office of custodian of the forest of Enerdall, and farmer (conductor) of all the tenants in Enerdall, Egremount and Harrington, for the fee of £3. 0. 10. p.a.‡

And on 5 July, 1548 Henry, Marquis Dorset, etc., for good service by his servant, Anthony Patrickson, senior,

* L.R. 1/133, fo. 122.

† Add. Charter 24451.

‡ L.R. 1/129, fo. 81.

granted him and Anthony, his son, the office of bailiff of the lordship or manor of Muchland, co. Lanc., to hold, by themselves or their deputy, for their lives, in as full a manner as John Assell held it, for the fee of 53s. 4d. p.a.; and he gave seisin by the payment of 4d. to the said Anthony and Anthony.*

Anthony, the father, died *circa* 1555-6, and Anthony, his son, in 1578. The latter seems to have been succeeded as bailiff of Muchland, for a while at least, by his elder brother, William; for in the receivers' accounts for 1582-3 and 1585-6 we find that William Patrickson was paid 53s. 4d. as an annuity out of the lands of the late Duke of Suffolk.†

William also succeeded his father as bailiff of Ennerdale, but the office of bailiff between Eyn and Derwent and Eyn and Doden was granted, 16 Aug., 1557, to Thomas, Earl of Northumberland, and his heirs male; default to Henry Percy, Esq., his brother, to hold in chief.‡

A proposal made in 1595 to transfer the bailiwick of Ennerdale to William's son, Henry,§ apparently was not carried out, William being mentioned in the accounts as bailiff as late as 1599.|| He died about 1603-4, and in a particular for a new grant of the office,¶ dated 19 June, 1604, and addressed to "my Er of Northumblands man at Westm̃," Henry's two sons, Francis and Thomas, are shown as then being bailiffs. How long they held the office does not appear. Thomas died in 1622, and Francis seems to have been then living in London. He was afterwards of Cockermouth, where he died in 1626. But the Earl of Northumberland evidently had an eye to the office, and the next time we find it mentioned, viz. in

* L.R. 1/129, fo. 83.

† L.R. 8/311 and 312.

‡ L.R. 1/130, fo. 63a.

§ L.R. 10/5.

|| L.R. 8/314.

¶ L.R. 10/5.

1623-4, it was in the hands of Henry, Earl of Northumberland,* and he was succeeded, 12 Feb., 1632-3, by Algernon, his son.†

Richard Ashton acted as steward in 1568 for the purpose of surveying the manor and re-admitting all the tenants. Ralph Ashton, mentioned above, was appointed steward, 10 May, 1575, during pleasure; and Thomas Braithwait, Counsellor-at-law, is said to have held a Court 15 Sep., 1603 (?).‡

These were evidently only temporary appointments, for Henry Patrickson was appointed steward during pleasure at a fee of 40s.,§ 26 April, 1568, and he continued to hold courts till 19 Oct., 1603;|| and Sir Wilfrid Lawson after him from 25 Oct., 1604,¶ till 2 Oct., 1629.** In 1633 Sir Timothy Fetherstonhaugh, Knt., appears as steward,†† and held courts himself or by his deputy, John Bird, Gent.,‡‡ till 1640.§§ Sir Timothy's father, Henry Fetherstonhaugh, had married in 1623, as his second wife, Jane, widow of Thomas Patrickson of Carswell How, and he owned land in the manor. He had also unsuccessfully tried in 1623-4 to obtain a grant of the lordship of the manor.||||

There is no record of any manor court having been held between 1641 and 1661. At the Restoration, viz. on 22 Dec., 1660, Charles II appointed Richard Tolson, Esq., to the office of seneschall and custodian of the Court Leet and view of frankpledge of the manor during pleasure;¶¶

* L.R. 10/5.

† L.R. 1/142, fo. 59b.

‡ Depositions, Exch. K.R. Cumb. Easter, 16 Jac. I, No. 10.

§ L.R. 1/129, fo. 188.

|| L.R. 11/3/69.

¶ Court Rolls, 165/8.

** L.R. 11/79/908b.

†† L.R. 11/1/29.

‡‡ Chan. Pro. Car. I, J/18/47.

§§ L.R. 11/4/78.

|||| Chan. Pro. Series ii, 348/8.

¶¶ L.R. 1/309.

and on 6 Feb., 1662-3 Algernon, Earl of Northumberland, and Jocelin, Lord Percy, his son, to the office of bailiff of the liberty of Ennerdale, for the life of the longer liver of them.*

Tolson or his deputy, Richard Tubman,† held courts till 1669, while Henry Ralling‡ acted as deputy to the earls till 1670,§ in which year Jocelin died. On 23 June, 1673, John Otway of Gray's Inn was appointed deputy steward during pleasure, John Lamplugh of Lamplugh, Esq., to act during his absence;|| and we find this John Lamplugh, or Edward Lamplugh, Clerk (? his brother or son), holding courts and signing receipts for the fees of the bailiff as well as of the steward between 1673 and 1681.¶ From 1676 the offices of bailiff and steward were vested in the farmer of the manor for the time being. John, Duke of Newcastle, drew the fee of 40s. as steward in 1704.**

A list of the graves of the manor, so far as known, is given in the Appendix. No mention of a grave after 1640 has been found.

From the terms of their appointment the bailiffs were nominally responsible for the whole management of the manor and forest.†† In practice their duty seems to have been confined to the preservation of the game, and the appointment and oversight of four walking foresters or rangers, who were each allowed for their fee 20d. p.a., and winter grazing for sixteen sheep in the Fence;‡‡ the steward attending to all other business. The grave had to collect the rents, as well those of the forest as of the manor, and pay them to the receiver at Penrith.

* L.R. 1/145, fo. 187/193.

† L.R. 11/78/903b.

‡ Rawling, an old Ennerdale family.

§ L.R. 11/78/903b, 9/3/23 and 9/1.

|| L.R. 1/146, fo. 198b.

¶ L.R. 11/2/40, 9/22/164 and 165.

** L.R. 7/136/7.

†† L.R. 10/5.

‡‡ Parliamentary Surveys, Cumb., No. 5.

There were both red and fallow deer in the forest. About 1560 the auditor reported that it

"conteyneth in quantitie by estimaçon a thowsand acres wherein there are verie fewe deare at this p'sent but such as resorte thether out of other grounds of thearle of Northumberland called būrmore adioyning to the p'misses."*

But in 1612

"Henry ffetherston Esq^r pticuler S^rveyo^r of the County did certifye to the then Lo. Threr the number of acres in that manner inioyed by the tenants is about 3000 according to the Accounts of acres in that Contry w^{ch} are greater then statute measure and that the lands were then worth yeerely besides the Rents heryots and other dutyes and services one hundreth pounds And that there were then no woods of Accompt but underwoods and some small saplings nor eny mynes of leade cole or mettall or quarry of stone wthin those grounds And that there is a forest where there were then one hundred red dear and some pt of that forest called a fence w^{ch} is possessed by the ffoster for a reserve for the dear but that the most pt of the forest is ground for w^{ch} the tenants pay their dale male Rent where the deear have liberty to pasture and feed."†

The Fence, sometimes called the Side, lay on the south side of the lake. It is described in the Parliamentary Surveyors' Report as

"All that Parke or parcell of fell ground comonly called or knowne by the name of Ennerdale Parke ats the fence, fenced partlie with an old wall, and partlie with ye water called ye Broadwater, abutting on Balthow to ye South, on ye Broadwater to ye Northe, on Redbecke Close to ye West, and on Silver Coves or Birkemosse Coves to ye East conteyning by estimaçon 320 acres more or lesse

p Annū 320 ac. 00 roods

iiijli. vjs. vijd."

The surveyors also stated that there were then eighty red deer in the forest, worth £80; and that they did not know what right the Earl of Northumberland had to the office of bowbearer of the forest, but considered it to be useless, and they disallowed his fee of £3. os. 10d.

* L.R. 10/5.

† L.R. 10/5.

In the indenture of sale of the manor, etc. to Lord Lonsdale in 1822 the Park is said to contain by recent admeasurement 961 acres.

The abstract of the I.P.M. of Thomas Multon of Egremont, taken 8 Feb., 1321-2, printed in the Calendar of Inquisitions, tells us that he held

"Eghnerdale within the free chace of Coupland fell; £7. 7. 6. rent from 26 tenants; 34s. 4d. from pasture; 2 vaccaries; £8. 12. 8½. from 47 tenants in a place called Kynisheved, a water mill and fulling mill; 102s. 9d. rent from 23 tenants in a place called Wascedale, 4 vaccaries, a corn mill and a fulling mill, etc."

The original has been stained dark brown with gallwash and is now mostly illegible, but the following could be made out, the words in [] being restorations:

"de coupland fell xxvj tenentes ad voluntat' qui tenent diṽsa teñta in eadem & redd' p annū vijli.* vijs. vjd. ad [fest' Pasche] & sci Mich. Et est ibidem quedam pastur' sepal que reddit p ann xxxiij. iiij. vidt ad festū [Pasche vjs. viij. ad festū] sci Jacoby xxs. & ad fest' sci Mich' vjs. viij. Et sunt ibidem ij vaccaria ubi dñs solebat instaur' xx (?) aver[ia et valent p ann] xls. Est etiam infra pdcam chaceam q'dam locus q' vocat' Kynisheved & sunt ibidem xlvij ten' ad voluntat' q' tenēt [diṽsa teñta in eadem] & reddūt p añn viijli. xijs. viij. ob. ad ĩnos pxe sup^adcos & . . . [etc.]"†

In the abstract of the I.P.M. of Thomas's son, John Multon, taken 8 Dec., 1334, we read that he held Egremont, the castle and manor, . . . together with the undermentioned manors, etc:

"Eynerdale, which is within the free chace of Coupeland fell. Rents [extent given with names of tenants], including a rent called 'Dalemal,' and rents or vaccaries in Braythemyre, the head of Eynerdale, Kynesheved, Eskedale and Miterdale, and a forge; and there is no sale of underwood within the said lordship of Coupland pertaining to the said castle, because it is common to the tenants of the lordship."‡

* The vij is doubtful. It might be xij or xvij.

† 15 Ed. II, 71/1.

‡ 8 Ed. III, 41/1.

The original is in a worse state than Thomas' inquisition. The writing, where the Ennerdale entry should be, has completely scaled off, leaving nothing but a few faint smudges on a bare skin. But from some mutilated lines below them we learn that the tenants of Wascedalehead and Miterdale were "ad voluntat'." So presumably those of Ennerdale were the same in 1334 as in 1321.

Braythemyre is now Broadmoor Plantation, and the head of Eynerdale is doubtless the modern Gillerthwaite. Two hundred and twenty years later, when we next get detailed information about the manor, all the tenants held by tenant right. It is clear that Queen Mary, as well as her next two successors, wished to convert these holdings into leasehold. For on 3 March, 1557-8, i.e., shortly after the death of Anthony Patrickson, senior, she demised the tenements he had held, viz.:—Carswell How, Woodside, Birkley, Redbeckclose, Riggside, the water corn mill, and fishing in Fellbecke and Broadwater [i.e. the lake] to Christopher Morrys, a groom of her chamber, for forty years at the yearly rent of 50s. 0½d.* This was irregular; customary estates could only be transferred by surrender and admittance in Court; and it was upset by Elizabeth. The auditor reported later on that Morrys had never enjoyed the premises,† and that they had ever since passed from heir to heir under the rent and fine accustomed. And so we find them recorded in the first survey as demised to Morrys, but in the second survey as held by William Patrickson according to the custom of the manor.

On 14 Nov., 1560 Elizabeth appointed commissioners to survey her lands in Ennerdale and induce the tenants to accept leases for forty years.‡ But they refused, saying it was contrary to their custom to have any grant for a

* L.R. 1/130, fo. 78a.

† L.R. 10/5.

‡ L.R. 1/329, fo. 159.

term of years of any customary lands, the tenants of Ennerdale protesting that "they had never hard the name of a lease before the manor came into the hands of the Crowne but always held by tennant right according to the Custome of the Contrye," and they presented their petition:

"The humble suet of the said tennants ys that y^t wold please the Court of the exchequier to consider their custome and be a meane to have the same confirmed y^t wold encorage them to serve willingly upon the border as they are bound to doo by their Custome at their owne costs and chardgs they wold inclose their grounds severally wth quycksetts according to the poyntment of the statute and pay their fynes or gresssums at chaunge of Lord and tenant wthout default and pform all other things on their pte to be observed and kept by their custome."*

Elizabeth gave way. On 1 July, 1563 she had leased to John Senhouse Croftfoot and other tenements in Ennerdale for 21 years, "he paying the rents therein contained," which letters patent were granted to the said John Senhouse "to the use of the tenants inhabiting upon the same." Senhouse, contrary to the trust imposed upon him, sold his title therein to John Lamplugh, Esq., who was called before the Lord Treasurer, 10 June, 1564, and, "refusing to stand to the order of the Court touching the tennant right in the said manor," was committed to the Fleet. And it was ordered that all the tenants were to enjoy their tenant right as heretofore.† And so on 12 Feb., 1567-8 the Queen appointed Richard Ashton, Esq., Receiver-General of Crown Lands in Cumberland, Allan Bellingham, Esq., Anthony Barwise, Esq., George Lamplugh, Esq., and John Dalston, Esq., to survey again the manor of Ennerdale.‡ They were to follow the previous survey, unless found imperfect, and to demise by Copy of Court Roll such of the tenements as had heretofore

* Misc. Books, Augmentation Office, 409, p. 63-4.

† Decrees and Orders, Trin. 6 Eliz., Ser. i, Vol. 1a, fo. 58.

‡ MSS. *penes* Mr. George Dickinson.

been let by Custom called Tenant right, at the old rents and according to the old customs; to determine matters of controversy, and make rules for the well ordering and government of the tenants and future letting of the lands. All such customs, rules, etc., were to be entered in the Court Rolls and renewed by the presentment of the tenants every third or fourth year, and newly recorded. Provided that no tenement, the yearly value of which exceeded 26s. 8d., was to be let by copy of Court Roll.

The Commissioners (except Bellingham) assembled on the 3 April, 1568 and swore in twelve of the 'Ancientest and Sagest Tennants' of the manor, who declared the customs. These were that

Time out of mind their lands had been held by tenant right.

On the death of a tenant his tenement ought to descend to his son and heir; default to his eldest daughter.

On change of tenant or of Lord a fine or gressum of two years' rent was payable.

No tenant could cut down any great timber but by the consent of the officer.

Every tenant ought to have horse and armour for service on the border upon every commandment.

Tenants ought to keep their buildings in repair and enclose their grounds with quicksets at their own charges.

Tenants owed suit of Court.

No tenant could alienate any part of his tenement without the licence of the steward. But for reasonable cause, and with licence, he could surrender his farmhold to other uses in open Court; or, if necessity required, before the grave and four of the tenants; the same to be presented to the steward at the next Court; but not by will.

No tenant could divide his holding, whether by grant or surrender.

A widow was entitled to half her late husband's holdings during widowhood, if she lived honestly and chastely, she paying the accustomed rent and the best quick beast her husband died possessed of, or else 8s., as a heriot; but no fine. If she remarried, the next of kin to the child, to whom the lands could not descend, to have the government of the child during the nonage of sixteen years.

All controversies concerning titles or custom to be tried by a jury of the manor, and the claimant to put in his pawn of 40s. for proof thereof by trial.

A tenant found guilty of felony or petty michery forfeited his tenement.

Tenants were entitled to great timber for their fire houses and barns, to harrowboote and ploughboote, at the discretion of the Officer.

Every tenant in his turn had to act as grave and collect the rents, as well of the forest as the manor, and pay them to the receiver at his own charges.

If any tenant died, and his son and heir did not claim his title within a year and a day after being within the Realm, the Lord could admit the next of blood tenant.

And the tenants accepted the Queen's conditions, and she their customs, and they were all re-admitted as customary tenants, and paid two years rent as a gressum, and on the 10 May, 1568 the Queen called for the Commissioners' report and inspected it.*

The jury also presented that there were no demesne lands in the manor, that from time out of memory all the lands had been held by tenant right, and that they and their ancestors had always had within the forest certain agistments or common of pasture, called Dale male.

In the first survey, made 1558-60, one cottage is mentioned, called Moorside, held by John Jenkinson of Cragg at the rent of 12d. p.a. But in the 1676 survey it is stated that there were then no lands in the manor held by lease or in fee farm, and no cottages.

In saying there were no demesne lands the jurors meant no arable demesne lands. Thus there were no boon services to be performed. But the Lord had a certain franchise, recorded in the Parliamentary Survey, viz. that

"his deere hath libertie to feed and depasture without ye said Parke or fence in any of the grounds belonging to ye Tenants of ye said Lo^{pp} or any parte thereof without let or molestacōn which wee esteeme to be worth p Annū xiijs. iiijd."

That, said the Parliamentary Surveyors, and the rent of Ennerdale Park, worth £4. 6s. 8d., or £5 in all, were

* L.R. 1/141, fos. 167-172.

all the demesnes then in possession. How the tenants of Gillerthwait dealt with the deer when they broke into their enclosures will be found in *Cumbriana*, by Mr. William Dickinson, pp. 165-6.

The actual amounts received each year by the Lord, as disclosed in the accounts, vary considerably, but we can form from them a fairly accurate estimate of the annual value of this small manor in Tudor and Stuart times. Thus:

	£	s.	d.
The rent of Carswell How with the water corn mill (20s.) and other tenements usually held with it	2	10	0½
Other fineable rents of assize.. ..	8	14	7½
Dalemale rent, not fineable	12	6	8
Gross normal farm of the manor	23	11	4
Fixed reprises:—Fee for bailiff	3	0	10
„ 4 foresters	0	6	8
„ steward	2	0	0
	5	7	6
Net normal farm of the manor	18	3	10
Add: Gressums & heriots	4	0	0
Perquisites of Court	1	11	0
Franchise for the deer	0	13	4
	6	4	4
Estimated net annual value	£24	8	2

As stated above, the Park or Fence was let in 1650 for £4. 6s. 8d. p.a., and no doubt there were some casual profits from the game and minerals. In 1680 Queen Catherine allowed 13s. 4d. yearly for the homagers' dinners, and a charge of 2s. for the Clerk of the Court occasionally occurs.

It is doubtful if the 34s. 4d. rent paid for pasturage in 1321-2 is the same as the rent called Dalemale in John Multon's inquisition, for that pasturage was held in

severalty. In the 16th century and after, Dalemale, or Moormale, was a lump sum of £12. 6s. 8d. payable to the Lord yearly at Martinmas by the tenants conjointly for their common of pasture or agistments of cattle on all the commons and wastes of Ennerdale except the fence. It was a quit, dry or free rent, not fineable, and was collected by the grave into the dalemale dish from the tenants, who managed the matter themselves.

A MS. rental of the manor, *penes* Mr. George Dickinson of Red How, to whom we are greatly indebted for much information, tells us how this was done. Portions of the fell grounds over which the tenants had grazing rights, more especially at Gillerthwaite and Broadmoor, where, it will be remembered, there were once vaccaries, had been enclosed, probably during Elizabeth's reign in virtue of the leave given to the steward in 1568 to make new rules for the well ordering and government of the tenants and future letting of the lands. These having been taken out of the wastes, for the whole rent of which the tenants were responsible, the occupiers paid rent for them to the tenants as part of the Dalemale, viz. for four tenements at Gillerthwait, each 13s. 4d., or 53s. 4d. in all, for Braimer [Broadmoor] 13s. 4d., Upperholm 13s. 4d., Outerholm 1s. 0d., Howholm 2d., Birkmoss 4s. 0d., Caswellholm 13s. 8d., Fell Yeat Close 4d., Wasdalehead 3s. 4d., and three grasslands 1s. 6d. The balance, £7. 2s. 8d., was collected from the tenants generally, including the occupiers of the above mentioned assarts, according to the number of their goods pasturing on the fells, viz. for each horse 6d., for each rother beast 3d., and for every ten sheep 3d.

By Queen Elizabeth's grant an admittance to a customary tenement included a right to a share in the Dalemale, but it is nowhere stated how or by whom tenants of these assarts were admitted. At several inquiries held in 1609 to 1611 (see below) no one seemed

to know. They were not customary tenants. A corrupt note among Mr. Dickinson's MSS., dated 1825, says

"The ancient Custom time out of Memoryall this Dalemale rented Ground the owner at his Death the next Heir was found in Cost as Occupier of such a Parcell of Dalemale Rent And upon an Alienation was either surrendered in open Court or before the Grave and four Tennants may be found in the Court Rolls in the year 1676, in 1679 in 1681 and in 1682."

Roger Fryer in 1609 said they were admitted by the steward and tenants, as he had heard.*

Such admittances, not being fineable, are not recorded in any estreats of the Court Rolls that have been discovered, which only record money received. The manor Court, however, was clearly used to inflict fines on those who offended against the Dalemale customs; and these fines were credited to the lord of the manor. Tenants were fined for keeping cattle or horses "supra le dalemalle," or "in the daile after Michaelmas," or "keeping sheepe in the Daileground contrary to the Custome of the manor"; and in 1676 John Tiffin was fined 3s. for "not giving a true account of his goods att Daile Maile." Thus, in spite of the constant claims of the tenants to have pasturage on the fells without stint, it seems that, for part of the Dalemale ground at least, there was a close season, and some limit to the number of goods each tenant could pasture on them. John Tiffin's case suggests that they were asked to declare the number they grazed.

In 1629 the auditor made an estimate of the number of animals in the manor.† Finding that the fineable rents in 1568 amounted to £10. 11s. 6½d., or say 211 shillings, and that three small holdings, each of the rent of 1s., had each an agistment for one horse, two cattle and sixty sheep, he concluded that, at that rate of rent, there would be 211 horses, 422 cattle and 12,660 sheep in the manor. This was a palpable overestimate. The three holdings

* Barons' Depositions, 81/35.

† L.R. 10/5.

were small grazings, parcel of Redbeckclose and Netherholm, and were held by John, Roger and Anthony, sons of Anthony Patrickson, senior, in virtue, it is thought, of certain grazing rights some of the tenants of Kelton held in Ennerdale (see below p. 183); and they may have had a greater agistment, proportionate to the rent, than other tenements in the manor. Probably a truer estimate would be arrived at by ascertaining how many beasts' grazing £7. 2s. 8d. (see p. 171) would pay for at the rates stated above; or say 40 horses, 160 cattle and 3,310 sheep. This would give about 1 horse, 4 cattle and 80 sheep to each customary tenement.

Another rent, the origin of which is not known, is mentioned only in the Dickinson MS., which says:

"Every Customary Tenement excepting Three Brother Stints, Braimer, Broadwater, Fellbecks, Mills, Redbeck Close, Birkley pays over and above the fineable rents sixpence anciently called Casell tree rent without which the Lord's rent cannot be made up being £23. 11. 4. Due to the Lord September 29th."

The auditors, however, never mention this rent, which suggests that, like Dalemale, the sum of £23. 11s. 4d. was a fixed amount that the Lord expected the tenants conjointly to make up.

Elizabeth, having in 1568 come to terms with her tenants, loyally left them in peace. But James I reopened the question of their tenure, maintaining that tenant right had ceased with border service on the union of the crowns. Commissioners were appointed to make compositions with tenants willing to change their customary holdings into freehold estates of inheritance, or for reducing arbitrary fines to certainty. The Commissioners were to consider with the tenants what his Majesty would lose and what they would gain, and offer so many years purchase, when they would be granted their lands by letters patent under the great seal signed by his Majesty, in fee farm, to them and their heirs, at the

same rent as they then paid, to be holden in socage by such services as should be found fit and most commodious for them.*

The real meaning of this alluring offer may be gathered from a mutilated note written below a [? duplicate] receipt by the receiver for the rent of the manor of Ennerdale, dated 20 June, 1609.

" . . . knowledge to all the ten[a]nts wthin yo^r office to be at London . . . to take leases of their teñts for lx yeares if they please or . . . graunted to others yf they refuse."†

In hopes of thereby obtaining a greater profit all admittances were for many years suspended and arrears of fines accumulated.‡ In Oct.-Nov., 1623 the customary tenants of Crown manors were again summoned to London by the following circular letter:

" to the intent that order may be taken with them or eny one of them for the infranchising of their Coppyhold & customary estates to be made freehold & upon reasonable composicon to be granted to them & their heires by letters patent in fee farme at their old Rents wth reservacon of Socage tenure And also that such others whose fynes are arbitrable or questionable shall upon the composicon have their fynes reduced to a constant certenty in such manner as their own Counsell shall devise for their security to free them from all future question therein. These are therefor to make knowen unto you his Ma^{ty}s tenants of the Mannor of ——— (whom we understand to be wthin the power of this Comission) his Ma^{ty}s most gracious intention toward' you requiring you by some of yo^rselves sufficiently instructed and authorized for the rest to come & appeere before us at his Ma^{ty} Court of Excheq^r Chamber at Westminster the — day of November next coming That upon conference with you to the purpose aforesaid you may ether accepte of his Ma^{ty}s grace intended for yo^r quiet & good upon the Condicons to be offered unto you or otherwise his Ma^{ty}s may be informed of yo^r refusall thereof for such farther course to be taken therein as in his highnes wisdom shalbe thought fitt And soe requiring you not to faile of yo^r appearance at the tyme p^rfixed wee bidd you farewell. 1 Oct 1623."§

* L.R. 1/141, fo. 168.

† L.R. 11/3/72.

‡ L.R. 10/5.

§ L.R. 9/6/29. What composition Ennerdale offered does not appear; but some tenants elsewhere offered half a year's purchase, while the Crown asked for as much as sixty.

We have the reply of Holm Cultram.

" But the Truthe is about ten yeres since we and the rest of the Cappyholders there were inforced much against o^r mynds to disburse a grete some of monye to his highnes for Confyrmaçon of o^r ancyent Custome to the grete imporishinge of the most pt of the Tenñts of the said Lp̄ soe as we are not able wthout o^r further undoinge to purchas any further estait in o^r Tenem^{ts} but humblye praye that his Ma^{tie} and Counsell wylbe pleased that we may be spared from further purchase of o^r Tenem^{ts} being not able as afforesd to extend o^r selves any further for the same purpos: and soe desyringe o^r apparance in the excheq at a day to Come may be spared in respect we Can then give noe further answer here in we take Leave and rest yo^r worps in all dutye to Comand

John Chamber

Peerythe this

Roburt hodgson

28. of October

hugh Stamßseall (?) '*'

1623.

Ennerdale asked for time, as all their writings were in the hands of the widow of Thomas Patrickson, late deceased, who had had the prosecution of their business committed to him;† and the steward, Sir Wilfrid Lawson, thought he had induced them to agree to the terms offered. But the tenants got wind of a proposal to lease the manor to one of the King's Scotch retainers‡ and Sir Wilfrid had to report, 19 April, 1624, that

" it beinge given out here of late that his ma^{ty} hath granted the same [i.e. the manor of Ennerdale] in fee farme or otherwise to such as Thomas Patrickson in his lyfe tyme, as it seemeth, dealt wthall, about the same, they are so fallen of and asunder that for anything I can learne they neither mynd the p^rformance of that w^{ch} was then promised, nor to doe themselves any good, as this bearer M^r Sledall can ptly informe yo^u, to whose report I leave the rest and pray by him I may understand what is fit by me to be done therin."§

The lease, however, was not made. Instead James I, on 15 June, 1624, granted the manor and forest, except

* L.R. 9/9/52.

† L.R. 10/5.

‡ Chan. Pro. Ser. ii, 348/8, and these *Trans.* xxv, p. 143.

§ L.R. 9/2/327.

the three mills, to Sir Henry Herbert and others in trust for the Prince of Wales; to hold for 99 years.* And in Nov., 1624, "the tenants being called to the prince's Counsell table in ffiletestrete were dismissed and allowed to continue their estates in peace as formerly."†

Soon after, the judges ruled that the tenants were entitled to hold by tenant right, and the King died. Charles, wanting money, directed 11 Nov., 1626,‡ that surrenders were to be taken and admittances granted as before, and collected all arrears of fines both on surrenders and on the death of King James.§

Having cut off the King's head, Parliament fined all the tenants of Ennerdale two years rent on the death of the lord of the manor.|| This was, doubtless, according to custom. It is not recorded that Charles II did the same on the death of Cromwell. That would have admitted too much.

Queen Catherine was badly served by her Council and abominably treated by her lessees. Little she got from her manor of Ennerdale; in some years nothing. The manor, except the forest and mines, was leased, 29 July, 1676, to Charles, Lord Grey of Rolleston, for three lives at the net rent of £20. 1s. 2d.¶ He was also appointed "keeper of the forest and of the deer and other game" at the usual fee for the bailiff and foresters. Two or three years later he assigned his lease, without the knowledge of the Council, to Francis, 2nd Lord Holles, who was succeeded on his death, 1 March, 1689-90, by his son, Denzil, 3rd Lord Holles. Both were much behind with their rent. In spite of many promises to pay by Denzil and his agent, Mr. Guideott, arrears amounted to £70 in 1693, and a process was issued. Denzil, however, died

* Denton, *Account*, p. 167.

† L.R. 10/5.

‡ L.R. 9/8/47.

§ L.R. 11/3/61.

|| Parliamentary Surveys, Cumb., No. 5.

¶ L.R. 2/137, fo. 151.

the next year when Mr. Patrickson* petitioned for the manor. But Denzil's cousin and heir, John, Earl of Clare and Duke of Newcastle, claimed the right, and Patrickson gave way, but asked to be appointed "Bow-bearer as he and his ancestors had been in ye said Forrest ffor which he was appointed to attend at the House of Lords upon the Lord Marquis of Halifax and the Earl of Feversham† to discourse that matter with the said Duke." And Mr. Austen, the bailiff and deputy steward of Holm Cultram, was directed to certify the quantity and value of the march lands there not possessed by any proprietor having a grant from the Crown. It is not recorded what Patrickson got, but the Duke, having paid £50 on account, and promised the balance of the arrears within fourteen days, secured the manor, and then ceased further payments. Two years later the Council took steps to find another tenant. This brought Mr. Guideott again on the scene. The Duke would be in town in a fortnight; if the Council would respite proceedings all arrears would then be paid up; he had already told the Duke's agents to prepare their accounts. The Council gave way with the inevitable result. By Aug. 1697 their patience was exhausted and they summoned up courage to write to the Duke himself:

"Our very good Lord

Somerset House 20th Aug^t '97.

We find by the Accompt of Basil Feilding late Receiver of her Mats the Queen Dowag^{rs} Revenue in ye County of Cumb'land et a^t That yo^r Grace owes at Michas last for ye ffarm Rent of the Manno^r of Ennerdale in the said County of Cumb'land at 20li. 1s. 2d. p añ the sume of 61li. 15s. 0d. And for ye ffarme Rent of the Manno^r & Bailywick of Hitchin in the County of Hertford at 82li. 11s. 1½d. p añ at Michas last as by the accompt of John Duncombe the Receiver appeares 287li. 17s. 10d. Both the s^d sup in the whole amo^t to £349. 12. 10½.

* Probably Joseph of Carswell How, or Thomas, his son, but possibly Richard of Calder Abbey.

† Two members of the Queen's Council.

Your Grace gave an assurance that upon ye passing the late Act for the paying of the late Lord Holles his Debts the sd Arrears & sup^d should be paid off. And M^r Guideott who hath been long interested in this Concerne hath many times promised the Clearing & paying thereof. But hitherto hath failed: Wherefore we now apply to yo^r Grace for the paym^t of the said arreare due as aforesd Of w^{ch} we can no waies doubt having yo^r Graces promise for the same. We desire yo^r Graces answer to the p^rmisses by the first opportunity directed to Richard Marryott Clerk of the Council at Somerset House to be p^rsented to us, w^{ch} is all at p^rsented from

yo^r Graces Humble Servants

Feversham

R. Bellings

John Hall."

W. Montagu

Cha. Fox

This appeal had not the slightest effect. The Duke did not answer it, or pay the arrears, or even take the trouble to renew his lease. But he kept the manor, and all the Council could do was to tell Mr. Marryott to let Mr. Guideott know they were much dissatisfied. In 1704, the year before the Queen died and the last year for which we have the accounts, the Duke owed the Queen, for Ennerdale only, £132. 13s. 6d. On his death without issue in 1711, he was succeeded as lessee of the manor by his nephew and heir, Thomas Holles Pelham, Duke of Newcastle, who died in 1768. Three years earlier, as stated above (p. 158), the manor and forest were leased to Sir James Lowther.

Of the inhabitants of the manor only one mention prior to 1500 has been found.

At Easter 1395 Alice, who was the wife of John of Eynerdale, appealed against Nicholas Gryme, Roger Patrykson, Gilbert henrysone, Robert del Hure, Thomas del Hure, Robert Casse and Thomas Forster of Cockermouth for harbouring John Pieresson Isabelson, Peter Johonson Pieresson, John Pieresson Johonkynson and William Fysshers of loweswatre, who were outlawed for the death of the said John of Eynerdale, her husband.*

In 1514-5 Roger Rodery was grave of the manor and rendered his account, viz. £23. 12s. 5½d. for the farm and

* Coram Rege 536, m. 19, Easter 18 Ric. II.

rents, 11s. 2d. for perquisites of Court, 20s. 8d. for gressums, and 2s. 2d. for the wages of four walking foresters.*

The muster roll of 1534-5 gives us the names of all the men of military age then in the manor.

“Thes Ar the Naymis of the men Wythe In Efdaylle In the prycheing of Sante Bees.

George Byrkemoss

Rog^d Wod

John Dycōson

John Craythorne

Thes Be Bowemen W^t Jaks Sallets & No horsys

Anthony paytrykeson

Rog^d Rog'

Roberte fletcher

John hereson

Thomas Craythorne

John Tayzor eld^d

John lytylldayle

Thomas lytylldayle

John Tayzor zong^d

Wy^lhm lytylldayle

Thomas harrys

Thomas Wyllson

Wy^lhm Boweman

John Jenkynson

Wy^lhm Rychardson

Thomas Wyllky† Rychardson

John Rychardson

Wy^lhm Alanson

Rog^d Rodfe

John Rodfe

John Rog'

Wi^lhm Wod

John Wod

Doge harrys

Roberte Rodfe

Wy^lhm Clyfton

Thes Be Byllmen havyng Jaks Sallets & No horsys

* Add. Charter, 24451.

† ? Wyllkyn.

Rog ^d patrykeson	{	Thes Ar zongmen
John Rotherre		havyng Bowe
Antony Jamys		& Arro (paper torn)
Wy ^l hm Rog'		
Thomas hogeson	{	
George lytylldalle		
John lytylldalle		Thes Be Byllmen
John lytylldalle		havyng No harnes.
Roberte Alanson		
Thomas Wod*		

Here we have twenty surnames. In the survey made *circa* 1560 the names of Sharpe, Williamson, Bragg and Dixon are found in addition, and in the survey of 1568 that of Benson. These were the oldest known Ennerdale families. The Frears, Hirds, Hunterhows, Normans, Rawlings, Tiffins, Towersons, etc., do not occur till somewhat later.

In 1608 Ennerdale started a law suit with the neighbouring manor of Kelton, which lasted for nearly four years. About 1597 some of the tenants of Ennerdale had enclosed eighty acres of the Ennerdale wastes adjoining Kelton, known as Bennefell, Gavelfell and Middlefell. The tenants of Kelton came by night and laid open again all but twenty acres, claiming that they had always had the right to common of pasture without stint on all the Ennerdale fells as well as those of Kelton.

So at Easter 1608 William Littledale of Mireside, William Rawling of Laverick Hall, William Jenkinson of Crosdale, Nicholas Williamson of the Mereend, John Rogers of the same, and John Littledale of Routon, on behalf of the tenants of Ennerdale, filed their bill at Westminster against Anthony Patrickson of Stockhow, William his son, John Robertson of the Leyes, Anthony Fox of the Gill, and the other tenants of Kelton. Anthony Patrickson, who at that time was farmer of the manor of

* Exch. Accts. Certificate of Musters, 549/13.

Kelton, pleaded that Elizabeth Morris, Lady of that manor, then in ward to the king, and her ancestors, had always had common of pasture in Ennerdale for themselves and their customary tenants without stint. But that some years previously the tenants of Ennerdale had elected a jury to survey and fix the boundaries of the commons of Ennerdale, and had caused one William Littledale,* a blind man, one of the tenants of the manor, to be led which way they intended the boundary should go, and set it down as he directed. The plaintiffs, on the other hand, maintained that the Kelton tenants generally had no grazing rights in Ennerdale. Anthony only had pasturage there in right of a small cattlegate, of which he was a customary tenant at a rent of 12d. When the Kelton cattle trespassed on the Ennerdale wastes, they had been turned back, and the owners fined; which fines had been paid.

In June, 1608 the Court ordered that the tenants of Ennerdale were to be allowed to enjoy their enclosures, and the tenants of Kelton their pasturage in Ennerdale, till the case was heard, and that an inquiry was to be held. It resulted in seven inquiries, of five of which we have the record. The first was held 20 May, 1609, and the second at Kendal 1 Sep., 1609, both on behalf of the defendants, whose own witnesses only were examined. A third inquiry, of which there is no record, took place at Isell on behalf of the plaintiffs, probably before Sir Wilfrid Lawson, the then steward of the manor. Whether for some irregularity in these inquiries, or because the plaintiffs had committed a breach of the order not to molest the defendants' grazing, of which order the plaintiffs said they had not been notified, when the case came on for hearing at Westminster in Nov., 1609, the Court directed that new commissions should be issued.

* Probably the father of the William Littledale of Mireside, the first named plaintiff in the case.

A fourth inquiry was accordingly held at Ennerdale Church, 20 Jan., 1609-10, on behalf of the plaintiffs, and a fifth and sixth at Cockermouth, on 15 June and 26 Sep., 1610, on behalf of the defendants. At the last it was stated that another inquiry had been held at York on behalf of the plaintiffs.

When the case again came on for hearing, viz. on 31 Oct., 1611, the plaintiffs never turned up, and the defendants were granted £5 costs. A fortnight later Thomas Patrickson appeared and deposed

" that he being entreated by the sayd Complaynaunts to sollicite the sayd Cause on their behalfe and being interested in dyverse tenements of both the sayd mannors of Enerdale and Kelton, did move dyverse of the said parties and tenants of both sides to make a freindly end of the sayd suite without putting the poore tenants to any other charges and expences (*sic*) and found dyverse of them very willing and consenting to the same mocion, and so relying therupon and thinking that the same cause by his meanes would have been ended without any further trouble to eyther partie, did not provide for the hearing thereof at the tyme when the same was appoynted to be hearde, and that he had no knowledge of the same daye. And that the said Anthony Patrickson one of the defendants who did maynteyne and followe the sayd cause on the behalfe of the rest of the said defendants did tell the said deponent that he had no knowledge of the daye of hearing of the sayd cause, etc., etc., so that neyther he nor any other came of purpose to prosecute or attend the sayd cause," etc.

Most of the evidence given was merely assertions that Kelton had or had not rights of pasturage in Ennerdale, but a few interesting bits occur.

In Jan. 1609-10, a William Crathorne of Banklands in Ennerdale, yeoman, aged 92, deposed that

" he knew the bounds for he was at the riding of them in the Lord Marquis' time."

" To the 6 Interrog. he saithe that he doth know the bounders of the commons moores and waistes of the s^d man^r or forrest of Enerdalle to begin att a plaice called Water Cragge nouke adionginge to Crosedell becke and from thence up the becke called Crosedellbecke to Mearegill floote and so upp the Mearegill to the

Mearegillhead and so from thence lyneallye to a plaice called the hight of Sadleymoore Knotte and from thence lyneallye to hearegilheade and so to the overpene of Midlefell and he saithe that he knowethe these s^d sev^lall plaices to be the trewe bounders and scants (?) of the said commons meres and waists of the s^d mañ of enerdell and he saithe he hath knowne the said several plaices to be the trewe bounders of the s^d commons or moores of Enderell e^v since the lord Marques his tyme.”*

When the tenants of Kelton let their cattle stray onto the Ennerdale wastes, they were fined in the Ennerdale Court and paid.

Gabriel Iredell, Clerk of Ponsonby, aged 76, deposed:

He confirms the bounders given by William Crathorne. He was Clerk of the Court held in Ennerdale, at which Henry Patrickson was steward, who impannelled a jury of the eldest men in the forest to try the bounds between Ennerdale and Kelton, who found them as above stated.

Ellioner Morrow of Soskell, par. Loweswater, aged 92, deposed:

She had known Ennerdale common for 80 years; for 80 years ago she kept her father's sheep on the said moors, and then the goods of the tenants of Kelton never came into the commons of Ennerdale to her knowledge. If they did, they were driven back.

Roger Jenkinson of Kelton, aged 48, said

“he had seen Anthony Patrickson, the father, follow his own goods himself on the Ennerdale wastes.”

John Dickinson of Hunterhow, aged 70, said

“William Litledell went the bounds by the authority of Mr Henry Patrickson, the steward of the manor, and by the procurement of the tenants of the manor, the said Henry Patrickson being then present; and he did never know nor see the like before.”

This case could have been settled locally in a few hours had any one troubled to inspect the Court Rolls and surveys of the manor. They would have found that the Patricksons of Stockhow held three grass lands or cattle

* This is not the existing boundary between Ennerdale and Kelton. It cuts off from Kelton over a hundred acres lying between Coombe Gill and Sadlers Knot.

gates at Redbeck,* and that certain tenements at Winder and Rowrah also held some grazing rights in Ennerdale, no doubt a relic of the time when Kelton and Ennerdale were both owned by the same lord. In Mr. Dickinson's MSS. we find mention of "Winder and Rowrah grass lands," and "Rowrah Brother Stints." This right was evidently a source of irritation to the Ennerdale tenants, and in every extant estreat of Court Roll between 1578 and 1610, several of these Kelton tenants are fined for letting their sheep stray on the King's pasture or on the common. The fact that they paid these fines shows that they owned some rights in Ennerdale of which they could be deprived for default; but the claim of Anthony Patrickson, that all the Kelton tenants had common of pasture in Ennerdale without stint, was absurd. The enclosures were evidently made by the licence of the steward, in virtue of the power granted him by Queen Elizabeth in 1568 to make rules for the better letting of the lands.

There were formerly three mills in Ennerdale. On 2 Aug., 1610, the king granted to Edward Ferrers of London, mercer, and Francis Philipps, Gent.,†

"all that our watermill in Ennerdale, now or late in the tenure of James Milner; rent 2s. p.a.; and all that watermill in Ennerdale, now or late in the tenure of Anthony Patrickson; rent 20s. p.a.; and all that fulling mill in Ennerdale; rent 5s. p.a.; to hold for ever, as of our manor of East Greenwich, in socage."

It is doubtful if this grant stood, for we find tenants paying fines to the lord of the manor on admission to these mills in 1618 and 1626, and in 1665 the second named mill was granted to Queen Catherine. Yet in a particular of the value of the manor, dated 17 July, 1628, it is stated that there "are three mills of the yerely rent of xxvijs.

* See p. 173.

† Francis Philipps was one of the Crown auditors.

wh^{ch} are granted in fee farme and no parcel of this value.*"

James, the miller, alias James Williamson, held the first named mill, together with a tenement of six acres called Moorend, in 1560, at a total rent of 3s. 8½d.,† and Nicholas Williamson, his lineal descendant, held Middle Moorend, rent 3s. 8½d., and Low Moorend, rent 1s. 8½d., in 1825,‡ a good record for one family. Nicholas' grandson, Mr. James Williamson, is the present tenant of Routon.

The second, a corn mill, generally called Ennerdale Mill, is always found in the occupation of the Patricksons, so long as they lived at Carswell How. It was burnt down soon after 1671 and rebuilt by Thomas Patrickson.§ Where the fulling mill was, or who ever occupied it, is nowhere stated. It and the corn mill are mentioned in the I.P.M., taken 1350-1, of Walter de Bermingham, the second husband of Elizabeth, sister of John Multon, as having been held by her. The entry, which is very faded, is

"[mo] lend' ad blad' que valet p a^m iiij^s Et est ibid'
molend' ful' que valet p a^m iijs. iiijd. Placita ad . . ."
(illegible).||

We find no mention of the Chapel of Ennerdale till 1534, when William, Abbot of St. Mary of York, granted the right to bury there on account of its great distance from the mother church of St. Bees; provided the inhabitants maintained the curate, the chapel and its ornaments at their own charges, and paid their tithes, etc.¶ At the Reformation it was granted with the tithes to Sir Thomas Leigh, the visitor,** whose widow carried them to her

* L.R. 10/5.

† L.R. 10/5.

‡ Dickinson MSS.

§ Chan. Pro. Reynardson, 488/51.

|| I.P.M. 24 Ed. III, 110/12.

¶ St. Bees Chartulary, No. 371.

** *Ibid.*, p. 600.

second husband, Sir Thomas Chaloner; and he, in 1549, leased the tithes of Ennerdale and Kinniside for 21 years, subsequently extended by his son for a further 50 years, at a rent of £24. 13s. 4d., to Anthony Patrickson, whose family took the profits till about 1618; when, claiming that the original lease was for 31 years, and that there were still ten years to run, they were ejected by Thomas Wibergh, to whom the tithes had been sold in 1599 by Sir Thomas Chaloner, the younger.*

Thomas Patrickson first brought an action against some of the Kinniside tenants, with whom Wibergh had compounded, serving them, as he deposed,

"with a writ of subpoena sealed with the great seal of England, by showing unto them the said Nicholas Towerson and John Lambe the same writ sealed and delivering them the Labels of the Returne thereof, and by fixing on the door of the dwelling house of the said James Sharpe, in the presence of the said Sharpe's wife, the subpoena itself sealed, which was for their appearance in this Court at Easter last at this deponents suit. 8 May, 1618."†

So Thomas Patrickson thought to force the tenants to journey to London, but they countered him by arranging for enquiries to be held at Brougham and other distant places, when he was in town or attending on Sir George Dalston as under Sheriff, and could not be present;‡ and in Nov., 1620, he gave up the case.§ He then proceeded against Wibergh and twenty Ennerdale tenants, obtaining an order that they were to pay their tithes to him; but with no better success. The tenants not only refused payment but said "in most contemptuous manner they would never abide or perform any order thereafter to be made in the Court of Chancery concerning the said tithes."|| Litigation was put a stop to by Thomas

* Chan. Pro. Jas. I, P. 16/10.

† Chan. Affidavit, East., 1618, 259.

‡ *Ibid.*, East., 1620, 144.

§ *Ibid.*, Mich., 1620, 516.

|| *Ibid.*, Trin., 1621, 106.

Patrickson's death in 1622, and at Easter 1627 Thomas Wibergh (junior) and Matilda his wife sold to Jane Fetherstonhaugh, widow, the tithes of Ennerdale and Kinniside for £100.* In 1668 Joseph Patrickson, her son, released them to Thomas Patrickson, his son,† on whose death without surviving issue they seem to have been acquired by Anthony Patrickson of Scalegill. For by his will, dated 7 March, 1727-8, he left the Rectory of Ennerdale and Kinniside to his son Thomas, and he in 1743 left the reversion of his Ennerdale estates to his sister Frances Langton, whose daughters in 1777 presented Clement Moscrop to the living.‡

About 1827 John Kirkhaugh of Aspatria, Esq., having acquired the rectorial tithes of Ennerdale and Kinniside, claimed payment in kind, or the value thereof, for all produce. The tenants at once combined to resist this claim. In answer to complainant's bill they maintained that no tithe was payable on produce consumed on the farm, that complainant had already received the tithes of lamb, wool, geese and pigs; and that all predial tithes had long ago been commuted for a modus, which they had paid him. Each tenant in his reply stated the name of his tenement, the name and acreage of every field in it, and the modus payable; a valuable record of local place-names.§

William Mossop [Moscrop] has left us a record of what these tithes were in the 18th century.

"A just and true account of all small Tithes and moduses Collected within the Townships of Ennerdale and Kinniside for time Immemorial and Collected and received by me William Mossop for my father and self who farmed the Tithes of the Langton family and John Christian Curwen, Esq., and Mr John Cuthbertson the present owner thereof from the year 1758 to 1798 (with only three years interval) viz. Lambs, Wool, Geese, and

* F. of F. Cumb. East., 3 Car. 1.

† F. of F. Cumb. East., 20 Car. II.

‡ Caine, *Churches of Whitehaven Deanery*, p. 356.

§ Exch. B. and A. Cumb. Trin., 1 Wm. IV, 25 and 83.

Pigs paid in kind. for 4 calves and under two pence each and five calves Two shillings and sixpence six calves four shillings and fourpence and two pence each calf to fourteen inclusive if a calf die one penny for the milk an old cow one halfpenny. For a Foal two pence for Bees Twopence each cast for every House-keeper one hen or sixpence if demanded on Saint Thomas day.

Plough one penny, Garth one half-penny, oblations one penny and one half-penny, for every person of Sixteen years or upwards and a certain perscription or modus for every Tenement within the said Townships in lieu of all Predial Tithes.

As witness my hand this 21st Day of January, 1804

William Mossop."*

We are able to add a few names to the list of the curates of Ennerdale chapel given in Mr. Cæsar Caine's *Churches of Whitehaven Rural Deanery*.

Christopher Wood, Clerk, witnesses the wills of Roger Patrickson of Stawbank in Lamplugh, dated 12 Dec., 1583, and of "Ellinger gybsone of Eannerdale," dated 4 March, 1583-4. Isabel Wood, late wife of Sir Christopher Wood "in Enardell," made her will 7 Aug., 1592. She left, *inter alia*, 6s. 8d. to the church of Enardell, and 13s. 4d. to "Sir Edward Scott Curatt." "To my sonne Roger loremer v li. and my whole tittle and interest of my close in fresington." Richard Bragg of Kinniside, by will dated 9 March, 1592-3, left 6s. 8d. to Ennerdale church and 3s. 4d. to "Sir Edward Scott, Curatt"; and Peter Punsonbie of Kinniside, by will dated 5 Dec., 1592, left 10s. to the church and made "Edward Scott curatt" a trustee.

Nicholas Peel, Clerk, witnesses the will, dated 6 March, 1599-1600, of George Harrison of Murton; possibly an error for Paul Peel.

Paul Peel first occurs as witness to the will of Ellin Jenkinson of the Moorend in Ennerdale, dated 16 Sep., 1597. Richard Bragg of Meadley leaves 2s. to "Sr. Paull Peile Clarke" and "Pauille Peil Curatt at Ennerdall"

* Dickinson MSS.

witnesses his will, dated 1 June, 1602. On 3 Oct., 1628, he was fined 2d. at the Manor Court for a Courtfall at the suit of Richard Bragg and his wife. He was living in 1629.

Anthony Bragg is mentioned by Mr. Caine as curate, 1660-9. Anthony Bragg witnessed the will of John Wilson of (Croftfoot,) Ennerdale, 28 Sep., 1644, and Anthony Bragg, Clerk, witnessed the will of Magdalen Norman of Ennerdale, 9 April, 1650, besides several other wills. He was buried at Ennerdale 21 April, 1669, having had issue by Annas, his wife (bur. 7 Nov., 1668), Katherine (bap. 21 Nov., 1649), and Agnes, under age in 1669. His inventory was taken 22 April, 1669, £136. 13s. 10d.

" Henry Wilkinson, Curate of the chapel of Ennerdale " signed the bond to the will of John Norman of Ennerdale, on 4 May, 1686; and according to the parish register the Rev. Joseph Bowman, curate of Bolton-le-Sands, Lanc., married Hannah Jackson of Ennerdale, at that place, 30 Sep., 1773; and Thomas, son of the Rev. Joseph Bowman, late curate of Ennerdale, and Hannah his wife, was baptized there 6 Feb., 1774. .

The existence in 1560 of a small tenement called Sinderhill, held by the occupier of Mireside, shows that there was a bloomery in Ennerdale before that date. There is a field of the same name near Laverick Hall, and a Cinderbank near How Hall, besides a few old levels near the Side. But no mention of mining in the manor has been found before 1685, when Queen Catherine leased to Richard Patrickson of Calder Abbey, Henry Skelton of Branthwait, and Thomas Addison of Whitehaven, Esquires, the quarries of stone and mines of metal, except gold and silver, in the manor and forest of Ennerdale, for 31 years, paying one-tenth of the ore gotten.* The venture does not appear to have been a success.

Let us now see what can be learnt about the life of the

*L.R. 2/135 and 2/143, fo. 119.

tenants from the estreats of Court Rolls referred to above. Like most history they chiefly deal with trouble, but are not without interest. We have estreats for thirty years between 1578 and 1640, and for ten years between 1662 and 1676. Apparently no Courts were held between 1641 and 1661, and, though the farmers of the manor after 1676 were under obligation to furnish periodical rentals and estreats of Court Rolls, no such records have been found.

Till 1609 these estreats are written in Ennerdale Latin, a dialect *sui generis*; afterwards in a mixture of Latin and English. They record the fines received by the lord on change of lord or tenant, for heriots, for hearing complaints, and for various breaches of the customs of the manor.

Nearly every year there is a payment for vert: "de quilibet Tenentiu' ibm p virid' ijd. in toto —." In 1578 the total was 7s. 2d., falling to 5s. 4d. in 1605, and afterwards always 5s. 0d. This gives the number of tenants, which, it will be noticed, tended to decrease.

Another yearly entry is

"pro pinnagio Cattellarū fforrainorū sup comunā" or "Pyndyng fforestie," or "de pinders," or "the fosters for pindinge money."

Between 1578 and 1598 the amount paid in varied from 12d. to 18d.; for 1603 and 1604 it was nil, and afterwards always 16d. It would seem that Henry Patrickson had allowed the foresters to become slack, and that either his sons or Sir Wilfrid Lawson had compounded with them in 1605 for the fixed sum of 16d. a year. These sums only included fines for foreign cattle straying in the forest proper, and were collected by the foresters. Fines for tenants' cattle and sheep that strayed on the commons out of season, usually 1d. or 2d. per animal, are credited in detail, those of the Winder and Rowrah tenants being always recorded separately from those of Ennerdale. In 1588 nine tenants were fined 11d. in all

"pro overleapeomento oviū in ffencione."

In 1629 Henry Jenkinson paid 8d.

"on fowre shepe overlepin fens."

In 1593 five tenants were fined 12s.

"pro Custodiendo oves in Le Bancks Contra penā,"

a place not identified, but it was always Gillerthwait tenants or those living near Routon who were so fined. The Rowrah and Winder tenants were always fined for keeping their sheep on the common or on the King's pasture, never in the fence or the Banks. Fines for keeping sheep on Braithmore first occur in 1605.

The Dickinson MSS. tell us that

"There been Twelve Tenements which every one of them pay 1½d. each in respect of Cragg Pinfold, viz. Three Moorends, Three Bridges, Two Craggs, Birkmoss, Fellend, Two Gillfoots, Towards the Lords Rent, 1s. 6d. Paid to Crossdale Pinfold out of the Dalemale Rent 6d."

Another offence first occurs in 1604, the year in which Sir Wilfrid Lawson held his first Court, and again points to the Patricksons having been easy going with the tenants.

"D'Antonio fletcher de gillerthwait p accipiend'	s. d.
canis s[ui] vocat' on Cure mont' cont ^a penā	.. iij iiij
D' Riço Litledell de ead ^e m p cont ^l iij iiij"

The case was respited to the next Court when Fletcher and Littledale as well as William Bowman, another Gillerthwait tenant, were each fined 12d. for

"Custodiend' canis s[ui] voc' on Curre."

In 1609 we find

"D' Willm Roger de Gilltherwait p cust' uniu ⁹	
Canis & p carierend' p ^d canis ad montem contra	s. d.
penam iij iiij
D' Willmo Bowman p con ^l xij
D' Anthonio fletcher p con ^l iij iiij
D' Richo Littledale p con ^l iij iiij"

These occupied the four tenements at Gillerthwait.

They, and, when they died, their sons or other successors, Rothereys, Braggs and Sharpes, were fined nearly every year for the same offence, the amount of the fine gradually increasing to 6s. 8d. It became, in short, a heavy annual dog tax, which, apparently, the tenants thought it worth while paying. No other tenants were similarly fined. The offence seems to have been either keeping a lurcher given to hunt the deer or sheep, or keeping one at Gillerthwait, which was in the heart of the forest. Tenants must have had sheep dogs.*

A third offence, also particularly associated with Gillerthwaite, and first mentioned in 1604, was currying leather.

"D' Anthonio Rog's p currying correi s[ui] vidz	
currying of his Ledder	ijd.
D' Anthonio Rog's p currying correi s[ui] cont ^a	
statut'	iijd.
D' Willmo Bowman p con ^{li}	iijd."

As the offence was regularly repeated until 1638, and the fine was usually only 2d., and as it is often stated to be against statute, not against custom, it was probably an infringement of some monopoly, having the tacit support of the steward and tenants.

The ordinary charge for settling a dispute in the Manor Court was 2d., the loser paying, the usual entries being, "D' q3 cedit' in plita s[ua] ijd." or "for a Courtfall" or "a recovery at the suit of." As many as 27 cases were dealt with in 1607, 29 in 1612, and 28 in 1624; in some years none.

But peaceable means were not always resorted to, either by men or women. In 1604 we read:

	s.	d.
"D' Johe Rog's de Moorsid' p effus' sangue sup		
Willm Jenkenson	iiij	iiij
D' Willmo Jenkenson de Crosdell p uno contact' fact'		
sup Johem Rog's		xx"

* Mr. Wm. Dickinson in *Cumbriana* gives a spirited account of the hunting of the "Wild Dog of Ennerdale" that had destroyed over 300 sheep.

Thus "drawing blood" usually cost twice as much as "an affray upon" or "a hubleshawe," but not always.

In 1588 Margareta Patrickson* was fined 12d. "pro illicitis verbis Loquntiis sup Ric. Benson" or, as it is englished later on, "for undecent words against."

The wife of William Wilson in 1619 paid 12d. for "slanderinge John Norman sayinge he did remove meere stakes or merestones betweene her husband and him." They all lived at Crosdale and the feud lasted some years. In 1625 William Wilson was fined 12d. for "a blood drawn upon" Anthony Norman, Anthony Norman was fined 3s. 4d. for "a blood drawn upon" William Wilson, and 12d. more for "a boxe of the Eare given to Willyam Wilson his wife."

Another little quarrel between William Birkmoss of Birkmoss and Thomas [son of Richard] Benson of Bridge is disclosed in the estreat for 1617.

" Thomas Benson for one horse contrary the payne	vjd.
Willm Birkmosse for felling two oakes Contrary the payne	iijs. iiijd.
Thomas Benson for felling one	iijs iiijd.
Thomas Benson for drawinge blood upon Willyam Birkmosse	ijs.
Wyllyam Birkmosse yonger for a Contact made upon Thomas Benson	xijd.
Richard Birkmosse the sonne of Willm Birkmosse for for unlawfull houndinge the goods of Thomas Benson, sayeinge he had hounded them and would hounde them and beinge but xiiij yeares old soe referred by the Jury to the Censure of Sr Wilfrid Lawson Knight his Ma ^{ts} Steward there	vjd.
Thomas Benson for Listninge under the windowe when the Jurye were giveinge their verdict	Nil."

What else Sir Wilfrid did we are not told.

Slander, especially anything derogatory to the Court, was severely dealt with. In 1578 John Dickynson paid 3s. 4d. "quia scandalazavit Johem Chrathorne" and

* She belonged to a branch of the Patricksons living at Bridge.

Roger Wilson in 1605 paid 2s. "p scanndalizand' Inq. Jur. p dño Regis dicens the Jury had done wrong." In 1617 James Williamson was fined 4s. for "sclandering William Jackson for calling him Mare Steeler," and Nicholas Williamson 3s. 4d. for "undecent words against Thomas Rogers sayinge that he had a theafs face." Christopher Norman in 1628 paid 10d. for "undecent words against fower sworne men," and Peter Norman in 1636 paid 2s. for "abuses comitted in open Court."

In 1633 William Jenkinson was fined 10s. for "the contempt in the Court & keeping his hatt on in Coſe" and a further 10s. in 1639 "for his contemptuous abuse and misdemenor cōmitted against the s^d Court as well in contemptuous speaches as otherwise." Jenkinson was a litigious man. He and his sons lived at Crosdale, and shortly before they had unsuccessfully claimed at Carlisle a tenement in Ennerdale, called Croftfoot, which Joseph Patrickson had acquired. Their reply to these fines was to exhibit a bill against Joseph at Westminster.*

There are occasional fines for cutting rushes, turves or wood; one for not repairing the butts; one for not mending the "hyeway in the mosse"; one for "not repaying the waye att dickeyson ffeild head alias Clifton yeat"; and one for "driveing his goods downe the Thwategate." John harryson pyper occurs in 1593, and John Hodgshon pyper in 1633.

During Charles the First's reign an epidemic of gambling broke out in Ennerdale. In 1624 John Rawlinge was fined 3s. 4d. for "Keping unlawful games, viz. cardinge in his house." In 1628 John Littledale had to pay 20d. for "carding in his house for money"; Richard Littledale of Gardends 12d. for "Keeping Carding in his house," 6d. for "carding in his own house," and 6d. more for "carding in the house of Xpofer Dixon"; besides other culprits. Again in 1633 John Jenkinson was fined 6s.

* Chan. Pro. Car. I, J. 18/47.

8d. "for keeping cardes play in the house & playing himself," and twelve others paid 3s. 4d. each for playing themselves; which seems to have checked the vice. But in 1675 John Fisher had to pay 3s. 4d. for "unlawful game in his house on the Sabbath day." There must have been some nosing informers in the parish.

All these were but venial offences; we never hear of any disgraceful conduct or serious crime, not even of a breach of the assize of bread and beer. Perhaps they all baked at home; but that Ennerdale was not unacquainted with ale is shown by the bill the tenants handed to John Lamplugh after the survey of the manor made in 1676 for Queen Catherine.

October 12th (76).

Billa vera costs	}	13s. 4d.
for aile & Tobbaca		
spent & consumed		
And no victualls		
for two dayes & one		
night for forty men		
& upword At Will		
dixsons in ye said		
Manñ ye sum of		
to ye clerk		6s. 8d.
vera copia	sume	11i. os. od.

The acc^{nt} given then into
John Lamplugh
senescaH maner^o*

APPENDIX.

GRAVES OF THE MANOR OF ENNERDALE.

1514-5	Roger Rodery	Add. Char. 22451
1577	Anthony Taylor	L.R. 11/78/904
1578	Thomas Dale	L.R. 11/3/66
1580	John Dickinson	L.R. 8/310
1582	John Dickinson	L.R. 8/311-2
ante 1587	John Littledale of Routon	

* L.R. 11/2/40.

ante	1587	William Jenkinson of Mirehouse,	Depositions Cumb. Hil. 7 Jac. I, 17
		Lamplugh	
"	"	William Crathorne	
"	"	Richard Towerson	
	1593	Anthony Fletcher	L.R. 11/3/67
	1597	Richard Patrickson [of Brigg]	L.R. 11/3/68
	1599	Anthony Rothery	L.R. 8/314.
	1604	William Littledale	} Court Rolls
	1605	Anthony Hodgson	
	1607	Nicholas Williamson	L.R. 11/3/70
	1608	John Jenkinson	L.R. 11/3/71
	1609	Anthony Rogers	L.R. 11/3/72
	1612	William Jenkinson	L.R. 11/2/58
	1613	John Rogers	L.R. 11/2/59
	1614	William Littledale	L.R. 11/80/912
	1617	William Birkmoss	L.R. 11/3/61
	1618	William Rawling	L.R. 11/3/60
	1619	John Littledale of Routon	L.R. 11/3/61
	1620	James Wilson	L.R. 11/4/74
	1623	William Rogers	L.R. 11/4/75
	1624	Christopher Rodery	Court Rolls 165/8
	1625	Anthony Dickson	L.R. 11/4/76
	1626	John Wood	L.R. 11/3/61
	1628	John Littledale	L.R. 11/2/52
	1629	Henry Winyeate	L.R. 11/79/908b
	1637	Nicholas Hodgson	{ Chan. Pro. Car. I J. 18/47
	1640	John Jenkinson	
			L.R. 11/4/78