

# THE INCLOSURE OF PITSTONE COMMON WOOD IN 1612

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*An episode in the piecemeal extinction of common rights over large areas of the Chilterns is here traced in detail. The author (who is County Archivist) shows how the defenders of immemorial customary rights were able to mount a delaying action, but no more, against a territorial magnate with the law on his side.*

## *Introduction*

Extensive common woods were found in all parts of the Chilterns except the north-east in medieval times. They were important in the economies of both Hill villages and villages in the Vale below the escarpment, providing, for many small landowners, the principal source of building materials and fuel. These common woods underwent gradual inclosure after 1550, but the process has been much less fully recorded than elsewhere, certainly in the case of the Buckinghamshire Chilterns.<sup>1</sup>

The survival of copious documentation for the inclosure of an area of common woodland in the Chiltern-edge parish of Pitstone in 1612 is thus of particular interest.<sup>2</sup> Fortunately, too, sufficient information is available for earlier and later periods to enable the inclosure to be seen in historical perspective. The material also throws light on the complex manorial structure of the parish and on the social and economic effects of inclosure on the parish community. A further feature of interest is the involvement in the inclosure of James I's Lord Chancellor, Lord Ellesmere.

## *The Place: The Medieval Background*

In its shape the ancient parish of Pitstone, otherwise Pightlesthorpe, was a classic example of the elongated 'strip' parish of the Chiltern escarpment, being fully seven miles in length yet little more than a mile broad at its widest. The village of Pitstone is on the lower chalk of the Vale below the escarpment. For most of the medieval period the village was grouped

around the thirteenth-century parish church (now redundant) just off the Icknield Way. However, archaeological evidence indicates that by the fourteenth century settlement in this area had contracted sharply.<sup>3</sup> In later times the village proper is found at Pitstone Green, about half a mile to the north of the church, spread out along the bank of a small brook on the edge of a large moor or green. Unambiguous documentary references to settlement at Pitstone Green have not been found earlier than the fifteenth century. The reasons for the migration are obscure. The parish had extensive open arable fields which lay in the Vale and in the chalk upland part of the parish.

Pitstone Common Wood lay about two miles south-east of the parish church on the plateau beyond the escarpment in an area of clay-with-flint; it was accessible by a hollow way which still bears marks of extensive use in times past. Alongside the wood to the west was an area of common heath, still known as Pitstone Common; close by were several other extensive commons and common woods belonging to the neighbouring parishes of Ivinghoe and Edlesborough in Bucks, and Aldbury and Berkhamsted in Hertfordshire. The narrow tail of Pitstone which extended south-east of the Common Wood (it was transferred to Herts in 1894) formed the hamlet of Nettleden, which lay partly in Ivinghoe parish. From an early date Nettleden possessed most of the attributes of a separate parish, including separate assessment to national taxes and to the poor rate. Nettleden village lay at the southern

extremity of the hamlet. Near it was the village of Frithsden, which was partly in Pitstone and partly in Berkhamsted.

The manorial structure of Pitstone was equally complicated. Domesday Book had recorded five separate holdings totalling 17½ hides and 3 virgates, all but one stated to be held 'as one manor'; they were held in chief by the Count of Mortain (three holdings), Walter Giffard and Miles Crispin. By the thirteenth century these had evolved into four manors which in the sixteenth century were known by the names of Neyrnuts or Neirnuts, Butlers (alias Beseviles), Morrants and Erle. Of these Neyrnuts, a manor in the honour of Wallingford named from the family which held it before 1399, can tentatively be equated with the Domesday manor of 5 hides held of Miles Crispin by Roger, who was the predecessor of the Neyrnut family elsewhere.<sup>4</sup> With it went the advowson of the church of Pitstone until its alienation in 1381. Butlers, in the honour of Giffard, can be associated with the Domesday manor of 5½ hides held of Walter Giffard by Ralf, whose descendants subinfeudated it to the Besevile family. Its overlordship passed to the Talbots, Earls of Shrewsbury. Part of the sixteenth-century manor house of Butlers still survives within a moated site a short distance to the east of the church. Erle, a small manor of obscure origins, is commemorated by the present Yardley Farm, a solitary farmstead to the north of Pitstone Green.<sup>5</sup>

Morrants, whose name probably derives from a tenant, may have originated in the three hides held by Ralf of the Count of Mortain. It descended in the Chenduit family to Ulian Chenduit. Ulian granted 'his manor of Ashridge with Pitstone' with the park of the manor in Berkhamsted St Peter and Pitstone, to Edmund, Earl of Cornwall, who used it to endow his monastery of Ashridge in Pitstone, founded in 1283.<sup>6</sup> The monastery, which stood on the high ground to the south-east of Pitstone Common Wood in Nettleden hamlet, within easy reach of the Earl's castle of Berkhamsted, was a college of Bonhommes, one of only two such houses in England. It was a small house of some twenty brethren, its chief claim

to fame being the possession of a relic of the Precious Blood of Christ given by the founder. Edmund's foundation charter, confirmed by Edward I in 1285, granted his manors of Ashridge, Pitstone, Hemel Hempsted and Gaddesden with other lands and privileges including rights of pasturage and pannage in the woods called the Frith in Berkhamsted.<sup>7</sup> Among the witnesses to the charter were Sir John Neyrnut, Knight, and Morandus de Pichelesthorpe (Pitstone). Further grants from the Earl were made in the following years, while Sir John Neyrnut granted additional lands in Pitstone in 1285, as well as rights to common pasture in the 'park and new close of Ashridge and its old and new hedges', and the right to fence twelve feet round the park.<sup>8</sup>

Each of the five Pitstone holdings in Domesday Book is recorded as having had wood sufficient for a stated number of swine, ranging from ten for the one hide held by Fulcold of the Count of Mortain, to forty each for the Giffard and Crispin manors, making a grand total of 150 swine.

After Domesday no further explicit references to woods in Pitstone are found until the late fourteenth century. When it is found, the evidence shows the existence of a common wood and also of restrictions on its exploitation. The earliest relevant grant, dated 1379, refers to a tenement with 15½ acres of land lying dispersed in the fields of Pitstone and four cart loads of wood to be taken at every felling.<sup>9</sup> Another deed of 1422 grants 2½ acres of open field land and 'half a cartload of wood in the common wood of Pitstone to be taken always at the half felling there'.<sup>10</sup> Grants of the manor of Erle and lands in 1403, 1450, 1533 and 1534 refer to 16 loads of firewood in Pitstone Wood.<sup>11</sup>

The most important evidence concerning the Common Wood at this period is the document known as the Wood Book which sets forth entitlement to wood. The document is written in Latin and undated, but from internal evidence must have been drawn up between 1370 and 1399.<sup>12</sup> It is endorsed in a later hand 'A Book of Wood Consernyng Pychesthorpe' and

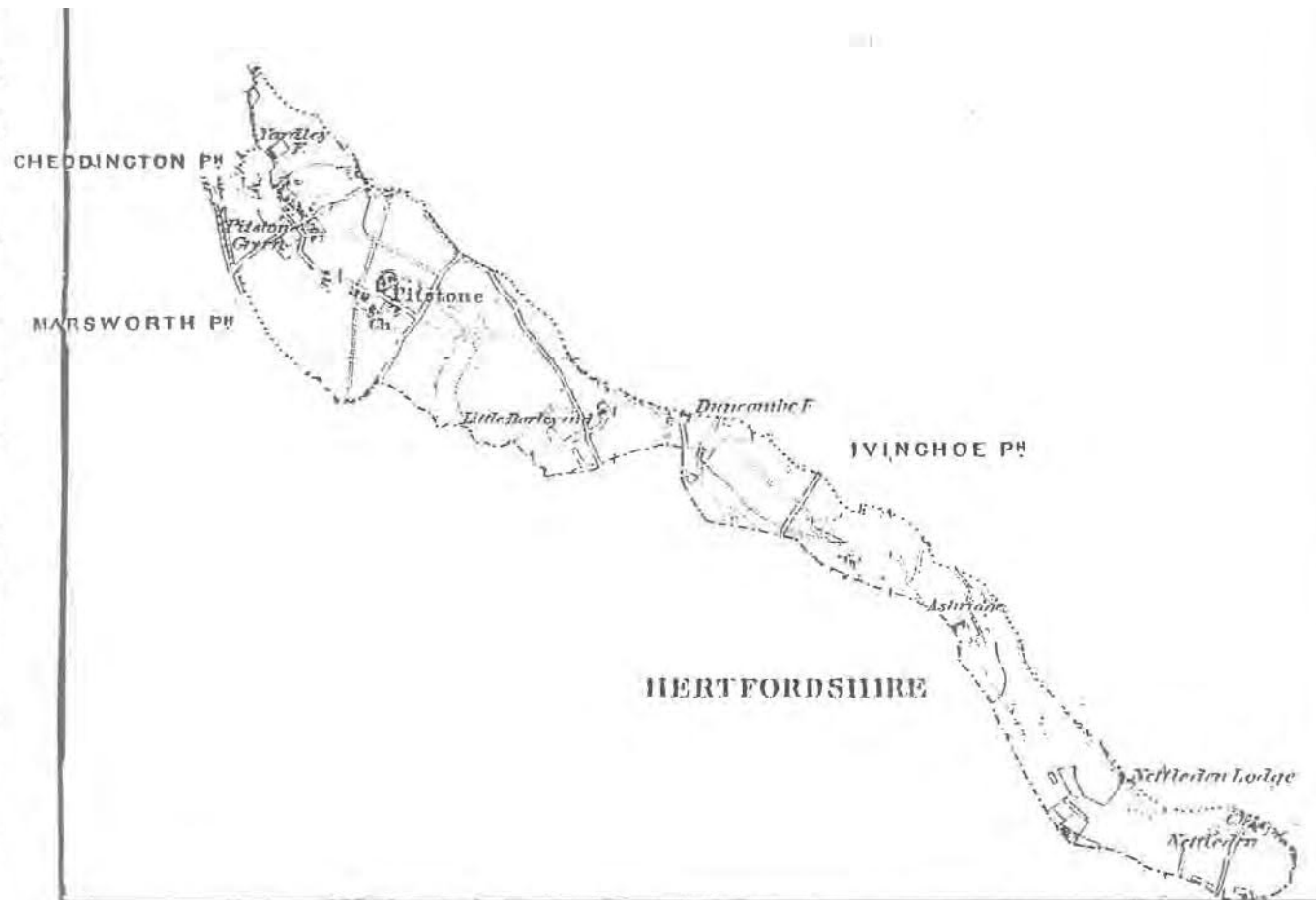


Fig. 1. The ancient parish of Pitstone before the boundary changes of the late nineteenth century. Pits tone Common and the Common Wood were situated within the 'bulge' immediately south-east of Duncombe Farm. Adapted from index map to the published O.S. Book of Reference for 'Pitstone parish, 1879. Scale of 1 inch to 1 mile.

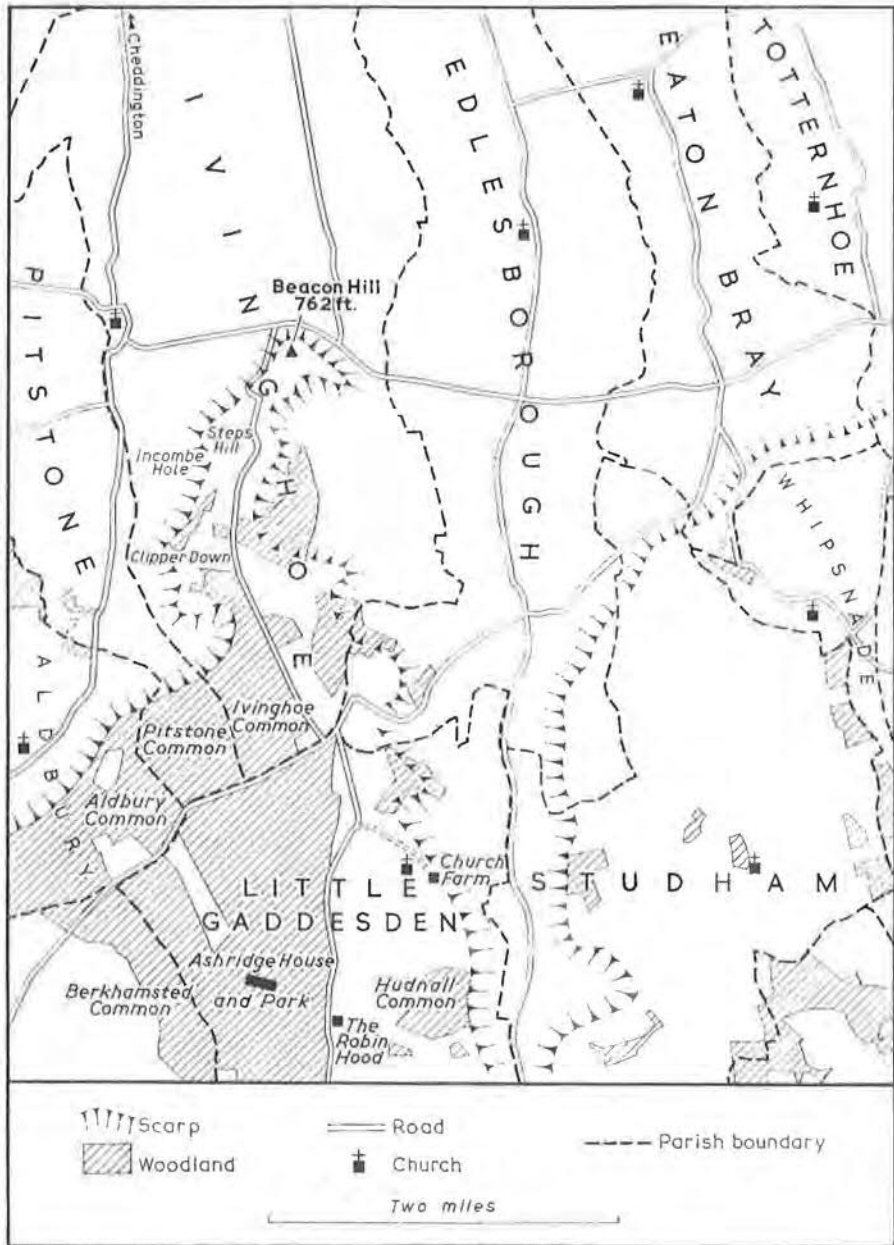


Fig. 2. The Chiltern area of the Bucks/Herts border around Ashridge showing the modern parish boundaries. From W. R. Mead, 'Pehr Kalm in the Chilterns', in *Acta Geographica*, 17.

has no other heading. It consists simply of a list of names and amounts in terms of cart loads ranging from half a load to eight loads. There are 84 entries in all, totalling 143 loads. The breakdown is as shown in Table 1.

Table 1. Analysis of Late 14th-Century 'Wood Book' by Quantities Assigned.

| Quantity | No. of Entries | Totals     |
|----------|----------------|------------|
| 8 loads  | 5              | 40         |
| 4        | 6              | 24         |
| 3        | 2              | 6          |
| 2        | 9              | 18         |
| 1½       | 5              | 7½         |
| 1        | 38             | 38         |
| ½        | 19             | 9½         |
|          | <u>84</u>      | <u>143</u> |

Entitlement is evidently related to landholding, for although the majority of entries consist merely of a personal name followed by the number of loads assigned (some names have more than one entry) many others are in the form 'land of' followed by a personal or place name. In just one single instance is the amount of wood related to a definite quantity of land: 'Sir Bernard Brocas for two virgates of land, 4 loads.' The relative regularity of the quantities suggests that the apportionment was either new or of fairly recent origin.

A significant feature of the list is that there is no indication of any grouping by manors. Indeed, apart from the fact that the entries containing the largest amounts all come near the start of the list, there is no discernible scheme of arrangement. Though not identified as such, the first four entries do in fact appear to refer to the lords of the four manors, each of whom is allocated the same (maximum) number of loads. They are: Sir John Neyrnut (who also receives an additional four loads for land at Nettleden); Henry Berkhamsted, Alicia Moraunt and Thomas Erle. Sir John Neyrnut and Thomas Erle can be associated with the two manors which bore their names. Henry Berkhamsted is known to have held lands in Pitstone previously belonging to the Beseville family, possibly though not certainly, including the manor of Butlers.<sup>13</sup> Alicia Moraunt has not

been identified but her name suggests that she was tenant of the Ashridge manor of Morrants, or at any rate of its demesne lands. The monastery itself is not mentioned in the Wood Book.

The single other example of the maximum allocation of eight loads is in respect not of an individual but of a landholding, 'land of Crowcker'. From later evidence, Crowker, or Crewker (perhaps a corruption of Crevecouer) lay not in Pitstone, but close by in the adjoining parish of Cheddington.<sup>14</sup> Like Morrants, it formed part of the monastic estate of Ashridge.

As already indicated, Pitstone Wood was only one of several common woods in the immediate locality. Berkhamsted Frith, which contained nearly 800 acres of woodland at the end of the thirteenth century, was probably the greatest continuous stretch of woodland in the whole Chiltern region.<sup>15</sup> References are also found to common woods in Ivinghoe and Edlesborough, both 'strip' parishes, and at Studham, Beds.<sup>16</sup> There is some evidence, too, of restrictions on the taking of wood similar to those that applied in Pitstone. Studham farmers were allowed a fixed number of cartloads from Charlwood every third year.<sup>17</sup> It would seem that, as happened elsewhere, Charlwood was intercommoned between two parishes, for a title deed of 1391 referring to property in the hamlet of Northall in Edlesborough includes 'four cartloads of wood yearly to Cherelwode' according to custom,<sup>18</sup> and a later deed of 1407 in the same series refers to 'half a cartload to be taken by lot in Cherlwoode'.<sup>19</sup> The precise location of Charlwood is uncertain.

#### *Disputes Concerning Pitstone Wood*

By the early sixteenth century, if not before, Pitstone Wood was the subject of disputes between the inhabitants of Pitstone and the monks of Ashridge. A copy of an undated and unsigned petition of this period addressed to the Earl of Shewsbury, Lord Steward of the King's Household, who was also overlord of the manor of Butlers, alleges, among other matters, that 'the sayd Rector and hys convent takyth fro us your tenaunts and inhabytants of

Pychelesthorn aforseyd our Comyn and Comyn Wood felleth doune, destroyth, brenneth, wastyth and baryth a way'.<sup>20</sup> All this is stated to be prejudicial to the Earl's own rights as Chief Lord of the township.

A second petition, addressed to the King and his council, gives some further details.<sup>21</sup> Although likewise undated, it can from internal evidence be assigned to a date between 1495 and 1522. In it Richard Hampden, Esq., Thomas Woodmancy, Gent., and William Purcas, 'lords of Pychelesthorne', and Ralph Verney, Esquire, [— —] Harvey, Esquire, Richard Copcut, Gent., John Brocas, Gent., and twenty three others 'the freeholders of Pychesthorne', together with the other inhabitants, are said to have been possessed of the common wood and common called Pychesthorne Common, the freeholders in their demesne as of fee, and the inhabitants by reason of their residence (resiancy) in the parish, and to have had peaceable enjoyment thereof time out of mind. Of late, however, the Rector and Convent of Ashridge, 'riotously in manner of werre with billy axes and oder diverse wepons' have entered and felled 500 cart loads of wood 'to the utter disheryson of your seyde besechers for ever more'.

The Rector and convent are also accused of having removed ten loads of great timber from the churchyard of Pitstone of the church's goods and of having vexed and wrongfully sued the petitioners by writs and indictments 'so that they cannot be in godds peas and yours' against all law, right and good conscience.

Any impression that the dispute was a simple squabble between villagers and monks is dispelled by the social status of the principal petitioners. It is true that most of them, including Thomas Woodmancy and William Purcas—lords respectively of Butlers and Erle manors—were local men of no particular distinction, but Richard Hampden, absentee lord of Pitstone Neyrnuts, and Ralph Verney of Pendley, close by in Hertfordshire, both belonged to leading county families and the Verneys were also well connected at Court. The inhabitants of Pitstone were thus not without influential support in urging their claims.

How the matter was resolved on this occasion is not revealed by our sources and it is not until more than fifty years later that the Common Wood is heard of again. In the interval the monastery of Ashridge had been dissolved in 1539 and its property had passed into lay hands. In the *Valor Ecclesiasticus* of 1534 the temporalities had been valued at £319 19s. 8d. of which £224 14s. 6d. was for lands in Hertfordshire, £36 6s. 2d. for Bucks estate and £58 19s. 0d. for property in Oxfordshire.<sup>22</sup> Woodland as such is not specified in the valuation but the Bucks total includes £13 6s. 8d. for annual sales of wood.

After the Dissolution the monastic buildings remained in the hands of the Crown for over forty years and became for a time the enforced residence of the Princess Elizabeth. The demesne lands were also retained by the Crown but were leased out from 1556. The 1556 lease to Richard Combes includes the herbage and pannage of woods called Northwood, the Bushy Park, Southwood, Hammond Hill, Stepmother Wood, Thorney Green and Hard Hill.<sup>23</sup> In a later inquisition of 20 October 1574 these woods are described as 'common woods' (*communes bosci*) and the total acreage is given as 331 acres, all but 13 acres of which lay in Hertfordshire.<sup>24</sup>

Prior to the leasing of the demesne lands, however, the manor of Pitstone Morrants had been separately granted to a certain Richard Snow in c.1546.<sup>25</sup> In 1569 Snow's son Daniel sold the property to Richard Warde, of Hurst in Berkshire, who held the office of Cofferer, or Treasurer, of the Queen's household.<sup>26</sup> Warde's attempts to assert his control over Pitstone Wood led to trouble. The records of the dispute tell us a good deal about the customary rights asserted by the commoners.

It appears that friction developed very soon after Warde's acquisition of the manor, beginning with an argument in the manor court held by him for his tenants in 1569.<sup>27</sup> To prevent the removal of timber the tenants occupied the wood, an operation in which, interestingly enough, the women of Pitstone played a part: one witness spoke of having seen

eight or ten women keeping watch over a fire in the wood day and night. On 21 May 1569<sup>28</sup> a confrontation took place when a band of some forty or more persons, assembled and led by Edmund Lee, gent., and armed with forest bills, pitchforks and other weapons entered the Wood where one John Waterhouse and several workmen were engaged in procuring wood purchased from Warde by a certain Giles Winchester and intended for brick burning.<sup>29</sup> In the course of the ensuing encounter the wife of one of the tenants called Hudson threatened to strike one of the workmen with a hedging bill and, according to Warde's side of the story, mischief was only averted by the chance arrival of Richard Combes,<sup>30</sup> the lessee of the Ashridge demesne lands, who happened to be out hunting with his servants. Combes blew his horn to summon an assembly and proceeded to disarm two members of the company who had arrived with bows and arrows, William Duncombe the younger and a servant of his father, John Duncombe of Barley End.<sup>31</sup> The offending arrows were handed over to the constable of Pitstone who had presumably put in an appearance when the alarm sounded. Although violence was thus averted no attempt seems to have been made to prevent the tenants from themselves carrying off the timber which had been felled at Warde's expense. According to one report about thirty loads were removed in five or six carts.

Edmund Lee, who had played such a central part in the episode, was the resident lord of Pitstone Butler, which his father, Roger Lee, had purchased from Francis Woodmancy in 1529. He also held a pre-Dissolution lease of part of the estate of Ashridge monastery in Pitstone and, apparently, a 30-year lease of Pitstone Neyrnuts made to Roger Lee in 1534–5.<sup>32</sup> He belonged to a branch of the Lees of Quarrendon, Bucks, and Ditchley, Oxon, and was, it seems, a Catholic recusant.<sup>33</sup> The warlike Duncombes would probably have described themselves as yeomen but were wealthier than many gentlemen. William Duncombe held a long lease of the inappropriate rectory of Pitstone which had belonged to Ashridge, a valuable property, reckoned to be worth £41 per annum, including the tithes of

Pitstone and Nettleden.<sup>34</sup> The other persons who were known to have been present on 21 May were: Thomas Pinge, John Tatnell, Thomas Nayshe, Roger Glenister, Richard Tattale, William Brewer, John Roberts, Thomas Eltridge, Henry Brokes, Henry Hudnall, William Allen, Philip Thurton, Thomas Dudley, — Hudson, 'Parry the Mylner' and William Cock of Barley End. Several of the surnames—Pyng, Glenester, Tatnell and Eltridge—had appeared on the petition to the King earlier in the century and the two latter were also in the Wood Book.<sup>35</sup>

Warde's response to the above events was to bring a Chancery suit against Edmund Lee, and against Sir William Dormer and William Hawtrej, Esquire, the absentee lords of Erle and Neyrnuts, and others. Dormer was of Ascott in Wing and, like Lee, had recusant leanings; Hawtrej's seat was Chequers in Ellesborough; both were of ancient lineage.<sup>36</sup> On behalf of Warde it was alleged that Pitstone Wood was parcel of his manor and that the defendants had no rights in it except as his free tenants.<sup>37</sup> The defendants for their part stated that there were four separate manors in Pitstone having a tenancy in common in the wood, each lord knowing his own special portion therein. They also alleged that an 'accustomable common hewthe' was held every other year when the portions were appointed by the bailiffs of Hawtrej's manor (i.e. Neyrnuts). To Warde's charge that the tenants had cut down many great oaks during the minority of his predecessor, Daniel Snow, and that they had spoiled the woods by failing to preserve the 'spring', the defendants replied that the oaks in question had been cut down by consent of all parties for the purpose of building a 'town house' in Pitstone and that the tenants had always had due care for preserving the woods and that they were now of so good a growth that in many places a cart could not be driven through them.

In May 1571 the parties agreed to refer the case to arbitrators headed by the Master of the Rolls. Instead of giving a judgement, the arbitrators decided that Warde should commence an action for trespass against Lee, Dormer and

Hawtrey in the Kings Bench and that the defendants should plead that they held in common with the plaintiff. For trial of the issue thus joined the arbitrators undertook to select a jury of twenty-four freeholders of the county. If the verdict went against the defendants the plaintiff was to have sole tenure of the Wood, otherwise both sides were to hold in common; the outcome was to be binding unless and until it should be undone by a further action at common law.<sup>38</sup>

The surviving records show that in the course of these actions Warde brought forward much evidence to demonstrate that his manor was the only true manor of Pitstone, or at any rate that it had always exercised jurisdiction over the Common Wood and the soil thereof.<sup>39</sup> Among the witnesses on his behalf were Richard Combes (he of the hunting horn) and two former monks<sup>40</sup> of Ashridge, Roger Birchley, clerk, and William Brook, clerk. Combes testified that the rector of Ashridge and the four 'seniors' had often told him that they were lords of the soil and wood, but that the tenants of Pitstone had every second year seven score (140) loads of wood on which they paid tithe to the parsonage of Pitstone. He also stated that trespasses committed in the Woods were punished in the manorial court. Another witness added that hawks bred in the wood and all waifs and strays taken there were taken to the use of the monks. The court rolls of the manor were produced in confirmation, but their testimony seems to have been less than overwhelming as only three references could be cited to cases specifically alluding to the unauthorised felling of wood in the Common Wood and these were of recent date.

In regard to the common hewth it was noted that Warde's manor of Pitstone, unlike the others, had no loads of wood assigned to it, but it was pointed out that thirty loads were assigned to sundry freeholders and copyholders of the manor 'as lawful it was for the lord to do'. Moreover—and this was a strong point—some of the Ashridge lands, the farmers of which had been given rights in the Wood, lay outside the parish of Pitstone.<sup>41</sup>

Finally, it was claimed, the monks had exercised their right to sell timber from the wood and one of their customers had actually been Giles Winchester, presumably the same Giles who had been Warde's customer, or a relation.<sup>42</sup> The right to take and sell wood was, of course, the crucial issue and although theoretically separate from the question of common rights it was in practice likely to impinge on it.

For their part the defendants also called numerous witnesses, including John Sear, who had been bailiff of Dormer's manor (Erle) for twenty-seven years, Edward Woodmancy, gent., and—a counterblast to Birchley and Brook—yet another ex-inmate of Ashridge monastery, William Young.<sup>43</sup> Apart from affirming the separate identity of the four manors evidence was given that the wood allegedly sold by the monks came from waste ground lying outside the bounds of Pitstone.

In addition, extensive documentary evidence was adduced including extracts from Domesday Book, The Book of Fees and the *Nomina Villarum* as well as more recent title deeds and court rolls, most of which appear to be still extant. One of the documents listed is a fine indicating that the advowson of the church of Pitstone had formerly been held with the manor of Pitstone Neyrnuts, a circumstance which suggests that its claim to be the principal manor was rather better than that of Pitstone Morrants.<sup>44</sup> Other significant points that do not seem to have been stressed are that at least three of the four manors were in different feudal honours and that Lee's manor of Butlers had a separate view of frankpledge which by the fifteenth century had become vested in the mesne lords, the Talbots, Earls of Shrewsbury.<sup>45</sup> Whatever the outcome of the lawsuit—it is not recorded in the documents—it evidently put an end to the dispute for a generation.

#### *The Dispute with Lord Ellesmere*

When trouble flared up again early in 1607 the situation had once again been transformed by changes in the pattern of local landholding which were even more radical in some respects than the changes which had occurred earlier



as a consequence of the Dissolution. For in a series of transactions between 1603 and 1607 all four Pitstone manors had passed into one ownership to form part of a new and enlarged estate centred on Ashridge House, now remodelled as a country seat.<sup>46</sup> The new proprietor was the distinguished lawyer, Sir Thomas Egerton, Baron Ellesmere (1540–1617), Queen Elizabeth's Lord Keeper and, since 1603, Lord Chancellor, a man of great power and influence. In his personal character Egerton was a curious mixture of qualities, combining courtesy with arrogance, servility with stubbornness, concern for justice with a talent for self-enrichment which his contemporaries saw as avarice.<sup>47</sup>

On 14 April 1607, learning that a common hewth was about to be held, he decided to intervene. What happened next is conveniently summarised in a memorandum<sup>48</sup> made the same month.

The said Lord Chancellor and Sir John Egerton his son are seised of an estate of inheritance of a wood called Pitstone Wood containing by estimation 300 acres, a third part whereof is already cut down and wasted, without incoping or preservation, and the trees remaining are for the most part of 100 years growth and above.

The Lord Chancellor, desirous to preserve the said wood, and understanding that some of the said tenants pretending some title to make some woodfalls in the same determined shortly to cut down and take a great part thereof did the 14th of this April direct his letters to Thomas Chamberlayne esquire Steward of the manors of Pichelesthorne to make known to the said tenants that such of them as did challenge to have any wood in the said wood ground, should set down in writing by the advice of their counsel by what title they did challenge the same and that upon consideration thereof had by his counsel he would give them such as they should not justly have any cause to dislike. And further that if they would make choice of any judges, sergeants or learned counsel he would name others to join with them and

would refer himself wholly to their judgement and opinion. Whereby all doubts and questions might be lovingly and friendly decided and determined, wherein he would not offer any wrong to any of them, or deny to any of them whatsoever they could by law, equity or conscience justly demand.

The contents of this letter Mr Chamberlayne did in open court of the said manor make known to the tenants and read the same letter to them, and delivered them a copy thereof under his hand. Whereupon some of the said tenants did presently repair unto his Lordship then being at his house at Ashridge, and acquainted him with that which Mr Chamberlayne had delivered unto them and his Lordship did then affirm unto them that which he had before written, and advised and desired them to consider well thereof and use good counsel.

Afterwards the said tenants having advised with Mr Pulton (being of their counsel) did the 15th of this April exhibit their petition to his Lordship, shewing that they had present necessity of wood for their necessary occasions, and therefore desired that he would be pleased that they might have this fall of wood and that they would be content that not only the wood now to be fallen, but the wood standing should be referred to the said Mr Pulton being of their counsel and to one other whom they would join with him and to two others to be chosen by his Lordship for the ending and determining of the title for the said wood according to his Lordship's said letter. To which petition all the said tenants then present subscribed their names. And under the said petition the said Mr Pulton and Mr Chamberlayne at their earnest entreaty did desire his Lordship to grant the said tenants' request, and also subscribe their names thereto, and then the same petition was by some of the tenants delivered to his Lordship.

In answer to which petition his Lordship did direct his letters to the said Mr Pulton and Mr Chamberlayne dated the 16th of this April wherein he signified that he would not

give allowance for a fall to be then made in such a manner as they desired for that they themselves could not, nor would not certainly inform him what or how they claimed. Yet in respect of the present necessity and want which they pretended, he was content that the said Mr Pulton and Mr Chamberlayne should set down and proportion unto every of the said tenants so much wood as for the present they should deem to be fit and convenient (wherein the poorer sort should be especially regarded). And that to be with saving as well of his Lordship's right as of the tenants' right, and without prejudice to either side. And by the same letter his Lordship did appoint William Blackhead, his Bailiff, to have the oversight of the felling, and to see the order set down by Mr Pulton and Mr Chamberlayne duly observed. And his Lordship by the same letter assented for the ending of the controversy as the tenants themselves desired.

Mr Pulton and Mr Chamberlayne upon receipt of the same letter (in performance thereof) did in the presence of the said tenants and with their privity, the 17th of this April appoint one hundred three score and seventeen loads and a half (177½) of wood to be felled, and to be delivered by the said William Blackhead unto the said tenants. And for the said William Blackhead's warrant therein the said Mr Pulton and Mr Chamberlayne did authorise him thereto by writing under their hands in the presence of the said tenants who were then well contented therewith.

The surviving documents confirm the general accuracy of this account; they include the original petition<sup>49</sup> of 15 April bearing the signatures or marks of eighteen of the tenants, supported by those of Ferdinando Pulton, the tenants' counsel, and Thomas Chamberlayne. Pulton,<sup>50</sup> who has a place in legal history as the earliest private person to edit the statutes, was resident at Buckingham some 25 miles from Pitstone. As a recusant he was disqualified from practising at the bar, but his legal expertise (probably given *gratis*) was in demand locally. He was well known to Ellesmere, who

had encouraged and assisted him in his editorial projects.

How was the arbitrators' award of 177½ loads of wood arrived at? There is evidence that, Ellesmere's letter of 16 April notwithstanding, it was in fact based on the amounts claimed by the individual tenants. There is a rough list (E7/8/10) of claimants, undated and untitled, stating names and amounts.<sup>51</sup> Here also the total comes to 177½ heaps, including 61 heaps 'for the loards' (i.e. for properties now held by Ellesmere himself) as follows: Pitstone Place, 10½; Parsonage, 14 for tithe and 6 for land; Neyrnuts, 18½; Morrants, 12.

The remaining 116½ heaps were claimed by 40 tenants. The following each claimed five heaps or more: Mr [William] Duncombe, 14; Barnard Fouten for the Crokers Farm . . . bought of Mr Ward lord of the manor of Pitstone, 8; Robert Dormer knight, 8; Thomas Putnam, 7; Mr [Roger] Brewer, 6½; John Eltridge, 5; James Heydon, 5.

Closely related to E7/8/10 is another much more detailed, but apparently incomplete, list (E7/7), also undated, endorsed 'A Note of the names of such as clayme wood in Pitstone Wood' and bearing Pulton's, (but not Chamberlayne's) certificate that he has examined it and that the sum of the heaps or loads 'as yet' claimed by the tenants is 91. The list contains statements of claims numbered 1–45 on behalf of twenty-nine individual tenants expressed in terms of loads and heaps.<sup>52</sup> In each case particulars—often very full—are given of the title alleged, in one or two cases tracing it back to the medieval Wood Book, thus furnishing a wealth of information about Pitstone and its inhabitants. Usually, too, the tenurial status of the land in right of which the wood is claimed, and the name of the manor of which it is held, are indicated. Although acreages are not consistently given, holdings appear to range from an acre or two to around twenty acres, with the exception of five or six of forty acres or more.<sup>53</sup>

Comparison of the two lists discloses a considerable degree of agreement between them, but also some discrepancies (see Table 2).

Table 2. Claimants to Wood in Pitstone Wood, 1607–c.1610/11. An alphabetical collation of the principal list of claims. For key see below.

|                               | 1  | 2  | 3  | 4  | Remarks                                                                   |
|-------------------------------|----|----|----|----|---------------------------------------------------------------------------|
| Brewer, Mr (Roger)            | 6½ | 6½ | 6½ | 6½ |                                                                           |
| Brewer, Thomas                | 4  | 3  | 4  | 3  |                                                                           |
| Brewer, William               |    | 3½ |    | 3½ |                                                                           |
| <i>Brooks Thomas</i>          | 2  |    |    |    |                                                                           |
| Butterfield, (Henry)          | 1  | 1A |    |    |                                                                           |
| Cardell, Edmund               | 2½ | 2½ | 2  | 2½ |                                                                           |
| Cheyne, (Sir) Thomas          | 4  | 4A |    |    | Title omitted in list 1.                                                  |
| <i>Cotton, Mr (Daniel)</i>    | 1  | 1  |    |    | Of Little Gaddesden. Sold lands to Ellesmere, Oct. 1609 (I3/5)            |
| <i>Dean, John</i>             | 1  | 1A |    |    |                                                                           |
| <i>Dormer, Sir Robert</i>     | 8  | 8A |    |    |                                                                           |
| Duncombe, Robert              |    | 2  |    | 2  |                                                                           |
| <i>Duncombe, Mr (William)</i> | 14 | 12 |    | 12 | Transferred property to his son Thomas in 1607.                           |
| <i>Eltridge, John</i>         | 5  | 5A |    |    |                                                                           |
| Fenn, Roger                   | 1  | 1A |    |    |                                                                           |
| <i>Field, Ralph</i>           | 2½ | 2½ | 2  | 2½ | Will proved March 1610 (BRO D/A/Wf/18/42)                                 |
| Fountain, Bernard             | 8  | 8  | 8  | 8  |                                                                           |
| Fountain, Thomas              | 4  | 4  |    | 4  |                                                                           |
| Glenister, Edmund             | 2  | 2  | 2  | 2  |                                                                           |
| Glenister, Thomas             | 2½ | 2½ | 2½ | 2½ |                                                                           |
| Glenister, William            | 3½ |    |    |    |                                                                           |
| Goodman, Roger                | ½  | ½  |    | ½  |                                                                           |
| <i>Gosbell, Thomas</i>        | 2  | 2  | 2  | 2  | Of Little Gaddesden. Opted for cash compensation.                         |
| Gurney, Thomas                |    | 1  |    | 1  |                                                                           |
| Hawe, Henry                   |    | 5  |    | 1½ |                                                                           |
| Hebes, Henry                  | 3  | 3  |    | 3  |                                                                           |
| Heydon, James                 | 5  | 5  | 5  | 5  |                                                                           |
| Howes, John                   | ½  | ½A |    |    | This entry occurs twice in I.                                             |
| Jane, Richard                 |    | 1  |    | 1  |                                                                           |
| <i>Jane, Thomas</i>           | ½  |    |    |    |                                                                           |
| <i>Jane, Widow</i>            | 1  |    |    |    |                                                                           |
| <i>Johnson, Thomas</i>        |    | 1½ |    | 1½ |                                                                           |
| Johnson William               | 1½ |    |    |    |                                                                           |
| <i>Lewin, Henry</i>           | 2  | 2  | 2  | 2  | Hen. Lewin, bachelor, buried Sept 1608 (BRO D/A/T/)                       |
| Lewin, John                   | 2  | 7  | 7  | 2  | Sold 5 loads late Roger Eltridge, dec'd, to Ellesmere, May 1611 (P29/3)   |
| Lewin, Robert                 | 2  |    |    |    |                                                                           |
| <i>Newman, John</i>           |    | 2A |    |    | Of Little Gaddesden (Sold 2 loads (etc) to Ellesmere, June, 1610 (I35/21) |
| <i>Newman, Mr</i>             | 1  |    |    |    |                                                                           |
| Newman, Widow (Alice?)        | 1  |    |    |    |                                                                           |

|                        |      |      |     |    |                    |
|------------------------|------|------|-----|----|--------------------|
| Payne, Humphrey        | 2½   | 2½   | 2½  | 2½ |                    |
| <i>Prige, John</i>     | 1    | 1    |     | 1  | <i>Recte Pinge</i> |
| <i>Prige, Thomas</i>   | 1    | 1    |     | 1  | <i>Recte Pinge</i> |
| Putnam, Francis        |      | 1    | 0   | 1  |                    |
| Putnam, Thomas         | 7    | 6    | 0   | 6  |                    |
| Seabrook, Robert       | 1    | 1A   |     |    |                    |
| Sear, Henry            | 3½   | 3½A  |     |    |                    |
| <i>Stevens, Robert</i> | 2    | 4A   |     |    |                    |
| Walker, Roger          | 2½   | 3½   | 3   | 5½ |                    |
| Wigg, Richard          | 1    | 1    |     | 1  |                    |
|                        | 116½ | 124½ | 48½ | 86 |                    |

Column 1, rough list E7/8/10; col. 2, detailed list E7/7 (totals) together with addendum (A) as in E7/7/22; col. 3, filed original claims E7/6. (0 = no amount stated); col. 4, list E7/8/11 (see n. 54). Loads and/or heaps of wood in each case. Names in italics do *not* recur as parties to the 1612 agreement. References are to BRO Ashridge MSS unless stated.

Apart from having eleven fewer names overall, E7/7 has six names not found in E7/8/10 and the latter has seventeen names not found in E7/7. There are also some variations in the amounts against the twenty-three names which are common to both lists. Linking the two lists is an annotated summary version,<sup>54</sup> one of several, of E7/7 which has an addendum headed 'These following were not shewed to Mr Pulton', containing eleven names, all of which also occur in E7/8/10, thus bringing the totals roughly into balance numerically. The added names include Sir Robert Dormer (lord of the manor of Erle until early 1607), Sir Thomas Cheyney and John Eltridge.

Additional to these lists, and to the petition of 15 April, is a file of four undated sheets, containing individual formal, signed, applications from seventeen of the tenants each asking in identical terms to have so many loads 'this present year' and undertaking 'as concerning his title' to refer it to Mr Pulton and Mr Chamberlayne to be decided.<sup>55</sup> Nine of the names also appear on the petition of 15 April and, like that petition, the file is signed by Pulton and Chamberlayne and has a similar endorsement. It also bears the signatures of Bernard Fountain and John Lewin.

Up to 17 April matters had gone relatively smoothly, but the events of the following two weeks were to show that the tenants, or some of them, remained distrustful of Ellesmere's

intentions and reluctant to accept any interference with their traditional practices. The story, here set out for convenience in diary form has been reconstructed from several, sometimes conflicting, versions recorded at the time or soon afterwards.<sup>56</sup>

*19 April. Sunday.* Five of the tenants, Roger Brewer, John Lewin, Edmund Cardell, Roger Walker and Robert Lewin, meet in Pitstone parish church. Brewer said later that they simply agreed to assemble at the Wood next day and to cause labourers to fell wood, as Pulton and Chamberlayne had directed, but Ellesmere's lawyers hinted at a conspiracy.

*20 April. Monday.* Despite the 'very foul' weather, the tenants, some twelve or more in number, accompanied by ten workmen proceed to the Wood where Thomas Blackhead, the bailiff charged with overseeing the felling, had previously appointed to meet them. Among those present, besides the five of the previous day's meeting, were Bernard Fountain of Cheddington, William Duncombe, gentleman, and Thomas Puttenham (or Putnam). On their way to the Wood the party had called at Blackhead's house but had been told that he had gone on before them. Actually, Blackhead, having expected them at his house until eight o'clock, had decided that they were not coming that day on account of the weather

and ridden off to attend to business of his own.

Meanwhile the group at the Wood was still waiting when Henry Butterfield, Blackhead's assistant, who was himself a tenant and a signatory to the petition of 15 April, came along. He told them that his master would come to them 'presently' and himself commenced to mark out the area in which the trees were to be felled which, in accordance with the award, was near the end of the wood nearest to Pitstone. After this another delay ensued until finally, it being noon and Blackhead still not having arrived, the tenants with Butterfield's assent commenced felling. Only one load or heap, comprising, by one estimate, about 20 beech trees, was felled and this was set out as a 'view heap' in accordance with custom.

*21 April.* Tuesday. In the morning, Roger Brewer, Bernard Fountain and John Lewin with several other tenants call at Blackhead's house and ask him to accompany them to the Wood to set forth their wood. Blackhead agrees and tells them that he has appointed Richard Bate and William Kympton, two skilled men, to be at the wood and to parcel out to each man his portion of wood by the load according to the warrant. The tenants reply that they will not take any wood by the load but will have it by the heap according to ancient custom or else will have none. They demand a copy of the warrant to show their counsel, Mr Pulton, again and, having got it, make their departure, refusing to go with Blackhead to the Wood.

Blackhead presently rides up to the wood himself where he finds William Duncombe and Henry Hebbs with Bate and Kympton and the wood fellers. Duncombe and Hebbs ask for their wood according to the warrant and Blackhead promises that they shall have it. He then discharges the workmen and departs. The same night he sends Butterfield to the tenants to tell them that they could still have their wood on his terms if they wanted it, but is met by a refusal.

*22 April.* Wednesday. The tenants ride off to consult Pulton. No felling takes place.

*23 April.* Thursday. In Blackhead's absence in London the tenants with their workmen repair again to the Wood and begin felling and cut down 'about 40 or 50 trees of beech and about 20 loads of wood'. The workmen are promised the customary 4d. a load. At about ten or eleven o'clock Bernard Fountain, Thomas Brewer (Roger's son), John Lewin and Roger Walker go off to Michael Hall's alehouse in Little Gaddesden leaving the fellers and cutters at work. There they are accosted by one Mr Pakington who tries to persuade them to desist from felling, but they refuse saying that they had been directed to proceed by Mr Pulton. Pakington then rides to the Wood and attempts to discharge the workmen but they too refuse. Some further discussion takes place and Pakington (so the tenants say) agrees that it is all right for them to continue provided that they do not overfell.

*24 April.* Friday. Felling continues.

*25 April.* Saturday. A holiday. Nothing done.

*26 April.* Sunday. Nothing done.

*27 April.* Monday. Blackhead, now returned from London, goes to the wood where he finds the workmen busily engaged, helped by a servant of Roger Brewer's with his master's horses. He attempts to discharge them but they refuse to obey. Blackhead writes to Ellesmere giving a report of these events naming Fountain, Roger Brewer and John Lewin as the ringleaders and John Ladyman, Thomas Blye and Thomas Partridge as the chief among the workmen.

*29 April.* Wednesday. In the morning Roger Brewer, Bernard Fountain, John Lewin and John Ladyman are arrested at Ivinghoe in the presence of Pakington and of Blackhead, who receives 'many hard words'. The same day after dinner Blackhead attends Sir

Francis Cheyney to the Wood where they find Thomas Brewer (who had been present at his father's arrest), Edmund Cardell, Thomas Gosbell of Little Gaddesden and James Heydon with the workmen, but not doing anything, having just arrived. Blackhead warns them to depart, but is challenged by Thomas Brewer who denies that Blackhead has any warrant to discharge them. Cheyney then reads the warrant to them twice and demands of them whether they would have their wood in accordance with it. Brewer refuses, but says that they would willingly have their wood 'by heaps' saying that 'in former times neither the Lords of that manor nor the tenants there could say that this or that was the lord's tree or wood until such time as such tree or wood was felled, set out, proportioned and allowed both by the lords and tenants of Pitstone'. He added defiantly that they had as good right to set forth Ellesmere's wood as Ellesmere had to set forth theirs.<sup>57</sup> Nevertheless the workmen take their discharge (unpaid) and Cheyney and Blackhead depart.

So ended Pitstone's last common hewth. The same day, or soon after, a petition was dispatched to Ellesmere on behalf of 'the inhabitants of Pitstone' giving a brief account of events from 18 April, alleging that Blackhead had exceeded his warrant in refusing to let them have the wood according to their ancient use which they ask should be granted and offering to show their evidences. They admit to having felled 120 loads of which 60 have been proportioned into loads. A similar petition, likewise unsigned, was sent in the names of Brewer, Fountain and Lewin. In this the point is made that by Blackhead's method of appointing the wood by the standing trees it was not possible to make equal loads. It asks Ellesmere's pardon if they have mistaken the warrant or otherwise offended him.<sup>58</sup>

Something can be said about the tenants who were the leading actors in this little drama. Roger Brewer and his son Thomas belonged to a family which had held land in the parish since around 1521.<sup>59</sup> Nevertheless, Roger was not a typical villager for, although illiterate, he was a

Citizen and Skinner of London and leased a house in Wallbank where he evidently shared in a trading partnership.<sup>60</sup> His lands in Pitstone in respect of which he claimed wood rights amounted in all to something in excess of 120 acres, of which he had transferred 12 acres to his son Thomas. These lands were all comparatively recent acquisitions, having been purchased in six separate transactions between 1585 and 1601, the largest being a holding of 88 acres of arable with some other land, purchased from John Lee in 1588.<sup>61</sup> Thomas Brewer had held office as churchwarden in 1604 and 1605 and had recently acted as London agent for the parish in unspecified legal business apparently connected with a dispute over the boundaries between Pitstone and Aldbury in Pitstone Heath in 1606-7. His name later appears as accountant for Ashridge estate rents in Ivinghoe and Pitstone in 1622.<sup>62</sup>

Bernard or Barnard Fountain, a yeoman, had purchased the mansion house of Crewkers in Cheddington, adjoining Pitstone, with the lands belonging, from Ralph Hetherington (who had it from Richard Warde) in 1575. The family had, however, been resident in Cheddington since at least the fifteenth century and one Bernard Fountain was assessed on his goods there in 1522.<sup>63</sup>

John Lewin was of well-established Pitstone stock, resident since before 1522. He had acquired property formerly belonging to the ancient Pitstone family of Eltridge in right of his wife as well as a messuage and land purchased from Edmund and John Lee in 1593.<sup>64</sup> Lewin was a churchwarden and a trustee of the Pitstone town lands.<sup>65</sup>

Capitulation came on 7 May with 'the humble petition and submission of Barnard Fontaine, Roger Brewer and John Lewin of Pichelesthorne to the right honourable the Lord Chancellor of England on the behalf of themselves and the rest of the inhabitants there'.<sup>66</sup> This document, dated at the Court of Whitehall, recites that the petitioners had 'inadvisedly and disorderly' behaved themselves towards Ellesmere and that thereupon the Privy Council had ordered them to be brought be-

fore it by messenger of the Chamber and had resolved to commit them to the Marshalsea prison 'the rather by reason these misdemeanours were done by us and other inhabitants abovesaid without regard to your lordship's dignity and calling and present great employment both in the Parliament and other his Majesty's important services.' It goes on:

And where by your Lordship's honourable mediation his Majesty's Privy Council hath been pleased to forbear our punishment in the Marshalsea in hope of our more respective and advised carriage hereafter: we do therefore hereby most humbly submit ourselves to your Lordship as becometh dutiful and obedient tenants, and do promise that from henceforth none of us will attempt to go about to fell any of the wood of Pichelesthorne otherwise than is prescribed and set down by the said Mr Poulton and Mr Chamberlain and will from henceforth willingly do no act that may give just cause of offence unto your Lordship not doubting but your Lordship when more time shall serve (as heretofore you have been pleased to signify) will take such order herein as the justice and equity of the matter shall induce you . . .

The immediate issue had thus been settled but the broader question of legal right remained to be decided. The tenants (who also faced charges of unlawful assembly, riot, bearing of unlawful weapons, etc.) were, it seems, offered a choice of courts. Chancery being, for obvious reasons, an unacceptable option, they settled on the Court of Common Pleas at Westminster, where Brewer, Lewin and Fountain were duly impleaded in an action for breach of close.<sup>67</sup>

Some light is thrown on the legal position adopted by Ellesmere in opposing the tenants' claims by annotations in the summary version of list E7/7 to which reference was made above.<sup>68</sup> Here every single claim (except for those in the addendum, which are not annotated) is noted either as 'Quere' or 'Nothing due'. In a minority of instances there are additional notes. Unity of possession in a former

manorial lord (Lee, Dormer) is particularly noted against some claims, copyhold tenure is noted against others. The date of erection of a cottage is queried in relation to one claim. A note against one of William Duncombe's claims makes explicit the limitations of copyhold tenure 'Nota. A copyholder cannot prescribe in an other man's soil but in the name of his lord . . .'

Legal considerations apart, the defendants were in a far more unequal situation than their predecessors of 1571 for they lacked both financial resources and influential friends. Nor is it likely that they would have had ready access to the documentary records of the earlier lawsuits. Extant copies of the pleadings for Trinity Term 1608 indicate that the issue was in fact narrowly defined and no cognizance was taken of the previous history of the dispute.<sup>69</sup> As justification against the formal charge of having taken nine beech trees, Roger Brewer's defence was to produce a grant from John Lee, lord of the manor of 'Beswells' (i.e. Butlers) dated 1599 of one load of wood every other year. The other defendants produced similar evidence of their rights to wood. Eventually, in Michaelmas term 1608 judgement was given against the defendants, whose claims were declared 'not sufficient in law'.<sup>70</sup> The plaintiffs entered a *nolle prosequi* and the defendants went *sine die*, but the sheriff was ordered to empanel a jury locally to determine damages. At this point the three defendants petitioned Ellesmere acknowledging 'the right in law we claim to the same wood wholly to be in your Lordship' and praying him not to prosecute any further suits against them.<sup>71</sup>

While the legal proceedings were still taking their course some of the tenants had been turning their minds to the possibility of an amicable settlement. On 18 January 1607/8 William Blackhead, the bailiff who had played such a leading role in the events of the previous spring wrote from Pitstone to Thomas Chamberlayne at Gray's Inn.<sup>72</sup>

Sir, this Christmas, most of my neighbours have been with me merry, as namely old Mr Brewer, his son Thomas, John Lewen and their wives, with diverse others of them

since which time I have perceived that my Lord Chancellor might have any composition with them but for my part I durst not use any speech, one way nor other, concerning the wood either for allowance of wood or for money. For composition I think they would be satisfied either way. Pitlesthorpe Wood is worth two thousand pounds at the least and if you might move my lord for composition I think it would do well, for the cry of the people is great hereof. I have thought good to acquaint you and to leave it to your discretion to move or not to move

Evidently nothing had come of this opening and with the judgement in Ellesmere's favour later the same year the tenants were more than ever dependent on his good will.

On 27 April 1609, about the time when the customary biennial hewth would again have been due, Chamberlayne wrote to Ellesmere that he had been approached by 'Mr William Duncombe, Mr Brewer, John Lewin and others your lordship's tenants of Pitchelesthorne that you would be pleased upon their want at this present to allow them some certain wood out of the woods of Pitchelesthorne . . . not out of any right which they claim therein but in your honourable favour towards them'.<sup>73</sup> Ellesmere's assent to the request is signified by a warrant dated 6 May addressed to Humphrey Pakington, Esq., George Smallman and Job Kirkland authorizing them to distribute wood in accordance with an attached list of allowances.<sup>74</sup> The allowances numbered 1-22 are to nineteen individuals together with the parsonage house (12 loads) and 'Earles Farm' (5 loads), giving a total of 48 loads.<sup>75</sup> Most of the allowances represented a half or less of the amount claimed in 1607. A letter dated from York House on 10 May from Ellesmere's son, Sir John Egerton, shows that the latter was taking a hand in the business.<sup>76</sup> Addressed to his 'cousin' Pakington, it apologizes on Ellesmere's behalf for troubling him and refers to the need for despatch:

lest, the year wasting so fast, the poor men should be disappointed for this year, I pray you therefore good cousin if you be at Ashridge be pleased to direct and oversee the

courses of George [Smallman] and Kircklande to whom I have by word delived some directions which would be too tedious to fill the letter withall. Only this I will at this present trouble you with that the names of such as have spoken to Mr Chamberlayne in this business are set down in the paper and if any other shall by example make the same request, it is a new thing and before any course can be taken therein my Lord would be made acquainted therewith, for there be some which can not by any colour pretend right . . .

For almost three years after this the situation seems to have remained unchanged, apart from a few small purchases of land by Ellesmere. In April 1611 Richard Downes and Thomas Glenister, two of Ellesmere's three leasehold tenants<sup>77</sup> in Pitstone jointly petitioned for an allowance of firewood in Pitstone Wood.<sup>78</sup> Ellesmere's reply is endorsed in his own hand:

By custom I will allow them no wood at all for there is no law to warrant it. What is due to them by their leases it shall be considered and they shall have reasonable answer and what they desire by favour I will think of and give them that favour which I shall find they deserve.

There seems to be no evidence that the other tenants asked for or received an allowance of wood this year.

#### *The Inclosure*

By the following January, however, Ellesmere, whether from considerations of policy or equity, or both, had decided in favour of a negotiated settlement, as we learn from a petition by the tenants dated 22 January 1612,<sup>79</sup> bearing 31 signatures or marks, stating that they:

do most willingly and thankfully accept of your lordship's liberality granted and to be given unto us upon our humble petition lately made unto your Lordship both by writing and by the solicitation of Mr Thomas Chamberlayne, whom we requested in that behalf to entreat for us, that your Lordship would be pleased to give some part of your Lordship's wood ground and other waste



ground in Pitstone, whereupon we might increase and preserve wood in perpetuity, under such conditions and reservations as have been lately signified unto us by the said Mr Chamberlayne and Humfrey Pakington directed from your Lordship to that intent. And we also do desire and are willing to take such assurance from your Lordship for the said ground in perpetuity, as in your Lordship's honour and wisdom shall be thought fitting for us . . . and to pass to your honour such assurance in perpetuity from us for the rest of Pitstone wood, to be inclosed, felled and manured by your Lordship in perpetuity as your Lordship shall please to have and require.

The reference in the petition to 'other waste ground' was presumably to Pitstone Heath, or Common, an area of rough pasture adjoining the Wood. However, on 3 April two of the tenants, Thomas Puttenham and William Glenister, signified their unwillingness to join with the others in consenting to the inclosure of this pasture on the grounds that, dwelling as they did at Barley End near the heath, their cattle pastured there more than the cattle of the others.<sup>80</sup> Moreover, they took exception to a recent decision approved by the tenants that they two should not in future have common in the fields beneath the hill while the tenants whose lands lay beneath the hill should not have common in the fields above the hill. For these reasons they demanded that any portion allotted to them in the heath upon inclosure should be proportionally increased above the rest. They had, however, no such objection to the inclosure of the wood without the heath.

Apart from the special question of the heath, difficulties also arose over individual claims. Because the claim of Thomas Gosbell of Little Gaddesden was questioned by the other tenants he refused to have any allotment and asked for cash compensation instead.<sup>81</sup> Robert Lewin and Bartholomew Peele both dwelt in ancient messuages which had formerly had wood rights attaching to their holdings. Did any consideration still remain following the alienation of those rights by sale? The same

applied to a cottage belonging to Thomas Fountain of Ivinghoe. Of nine other cottages which might come in question three were acknowledged by their owners never to have had any right of wood belonging to them and the other six were said to be 'newly erected' and so not entitled to common.<sup>82</sup>

A letter dated 22 April 1612 from Ellesmere to his son indicates that it was the latter who had taken it upon himself to negotiate with the tenants.<sup>83</sup> Ellesmere complains with characteristic high-mindedness about the selfishness and lack of public spirit of the tenants in wanting to have their wood.

You may perceive the tenants' minds that, so they may warm themselves, they care not whose the ground or wood be that makes the fire. And of the future good of the commonwealth that falls not in their thoughts . . .

He adds, however, 'but since you are already so far engaged with them I would not have you to go back upon any high or small respect', and ends by leaving the matter to Egerton and his legal advisers, hoping for 'a good and quiet bargain and loving end in the business'.

The following day Egerton had a personal meeting with the tenants at Ashridge and, on asking them how much wood they wanted, was told fifty acres, a request which he promised to pass on for consideration.<sup>84</sup>

The negotiations now entered a new phase aimed at hammering out precise terms of agreement. Surviving notes and drafts indicate that a number of changes were agreed in the conditions proposed on behalf of Egerton.<sup>85</sup> The reserved rent proposed, for example, was 4d. the acre; the tenants suggested 2d. and this was the amount resolved upon. The most important alteration, however, was the decision to leave the heath uninclosed. It was to remain uninclosed until 1856.

Drafting of the agreement was still in progress when in June 1612 a petition was presented on behalf of a group of inhabitants of Pitstone who had up to then taken no direct part in events.<sup>86</sup> It read:

Most humbly beseeching your honour the very poor men inhabiting in Pithlestorne. That where[as] heretofore the poor there dwelling have (for the succour of their great necessity and some comfort unto their poor estate) had some help for their fire out of Pithlesthorn Wood and other easements, and besides divers of them to the number of ten which were set to work in the wood the last hewth (when your honour was displeased with them) had nothing for their labour divers days, but some of them were troubled and put to charges and are unrecompensed being very poor men having charge of household, that it will please your honour to have us in remembrance and to be good and honourable unto us your poor suppliants . . .

The appeal, which had 21 names appended, quickly rebounded upon its authors, as a second petition dated 19 June makes clear:<sup>87</sup>

We your honour's poor suppliants whose names are here subscribed most willingly submissively and sorrowfully acknowledge that we have justly offended your honour by a late petition offered to your Lordship in kind of tumultuous manner, intimating therein that we the inhabitants of Pitchlesthorne (being but undertenants or dwellers in, with late erected cottages) have heretofore had help and easement for our fires out of your Lordship's wood called Pitchthorne Wood, and by our said petition did therefore desire the same from your Lordship at the very time your Lordship was in disposing of the same wood most bountifully and considerably both for preservation of the same and good of the ancient inhabitants of Pichthorne as well as of your Lordship's own right thereunto; as we know and affirm your Lordship justly may do. When we must acknowledge and confess, that neither we nor in our memory, any of our case and condition had any manner of right to take wood there, nor ever had any in fact, but what was either given us, or what we did steal.

(One signature and ten marks)

These two petitions are a graphic illustration

of the disadvantages, or even hardship that could be caused to the poor by the disappearance of rights of common to which they themselves had no shadow of legal right but from which they benefited in practice.

By the settlement finally executed on 22 July 1612<sup>88</sup> the tenants acknowledged once again that they 'neither have or had any title either for taking of wood or common of pasture in the said wood'. In return, their claims to common of pasture in the adjoining Pitstone Heath were acknowledged and fifty acres of the wood was conveyed to six of their number to hold as trustees pending sub-division among them. The fifty acres was to be speedily fenced about with a substantial ditch and with quicksets, and preserved inclosed and encoppiced. In the deed stress is laid upon the conservation aspect: if things had gone on as before it is said that 'within few years the said whole wood would thereby be consumed and destroyed and the soil thereof made unprofitable forever to renew or bear any wood at all'. Detailed provisions were also agreed for the management of the tenants' share in order to ensure that 'the said fifty acres may be perpetually preserved and maintained for the use and increase of wood and fuel.' Egerton's professed concern for the preservation of woodland contrasts with the attitude of his fellow minister, Robert Cecil, who about this time was engaged in inclosing and clearing much of Hatfield Wood.<sup>89</sup>

Thirty-six tenants were party to the final deed of release of 22 July 1612 and subscribed their signatures (14) or marks (22) to it. Only their names are recited in the deed, but fortunately we can tell quite a lot from comparison with other records. There is a presumption that thirteen of them (35%) were neither inhabitants of, nor occupiers of land in, Pitstone proper as their names do not appear in the very full parish 'levy', or rate, made in March 1611.<sup>90</sup> Among them were Bernard Fountain of Cheddington (Crewkers); Robert Duncombe of Aldbury and Francis Putnam, who both held property at Barley End, presumably in the Ivinghoe portion of that hamlet; and Richard Wigg and Richard Jane, whose claims

Table 3. Alphabetical List of Signatories of the 1612 Inclosure Agreement

| <i>Name</i>            | <i>Remarks</i>                            |
|------------------------|-------------------------------------------|
| Brewer, Roger          |                                           |
| Brewer, Thomas (s)     |                                           |
| Brewer, William* (s)   |                                           |
| Brooks, William        |                                           |
| Butterfield, Henry     |                                           |
| Cardell, Edmund        |                                           |
| Duncombe, Robert* (s)  | of Aldbury                                |
| Duncombe, Thomas (s)   |                                           |
| Fenn, Roger (s)        |                                           |
| Fountain, Bernard* (s) | of Cheddington                            |
| Fountain, Thomas       | of Ivinghoe                               |
| Glenister, Edmund      |                                           |
| Glenister, Thomas (s)  | of Barley End                             |
| Glenister, William     |                                           |
| Goodman, Roger         |                                           |
| Gurney, Thomas*        | Property in Little Gaddesden              |
| Haydon, James* (s)     | Property in Nettleden                     |
| Hawe, Henry            |                                           |
| Howes, John*           |                                           |
| Hebes, Henry (s)       | of Ivinghoe                               |
| Jane, Richard*         | Property at Horton in Pitstone (detached) |
| Johnson, William       |                                           |
| Lewin, John (s)        |                                           |
| Lewin, Robert          |                                           |
| Newman, Alice*         |                                           |
| Humphrey, Payne        |                                           |
| Peel, Bartholomew (s)  |                                           |
| Putnam, Francis*       | Property at Barley End                    |
| Putnam, Thomas (s)     | of Barley End                             |
| Rannson, Richard*      |                                           |
| Sawell, Richard (s)    |                                           |
| Seabrook, Robert* (s)  |                                           |
| Seare, Henry           |                                           |
| Taylor, Edmund*        |                                           |
| Walker, Roger          |                                           |
| Wigg, Richard*         | Property at Horton Pitstone (det.)        |

Asterisk indicates that the name is *not* found in the Pitstone parish levy of 1611. Letter (s) denotes that there is a signature, as distinct from a mark (it is uncertain which of the two Fountain signs as the first name is omitted).

had been based on lands at Horton in the small detached area of Pitstone situated within the Vale parish of Slapton.<sup>91</sup> All but five—Richard Rannson, Bartholomew Peel, Richard Sawell, William Brooks, and Edward Taylor—had

appeared on list E7/7 of 1607 or on the addendum to it.<sup>92</sup> On the other hand, thirteen persons named in those two lists do not reappear in 1612. At least two—Ralph Field and Henry Lewin—appear to have died in the interval; others, such as Thomas and John Pinge, are known to have disposed of property before 1612, and in a few cases direct to Ellesmere.<sup>93</sup>

In regard to socio-economic status, the twenty three Pitstone ratepayers, with only two exceptions (perhaps more apparent than real), fall neatly into the upper bracket of the 1611 levy, i.e. those assessed at 1s. 3d. to 12s. There were in fact only four people in this category who were not parties to the inclosure. One was Richard Downes, the lessee of the parsonage mentioned above.<sup>94</sup>

Table 4. The Relative Social and Economic status of the Parties to the 1612 Agreement

Analysis of the Pitstone parish levy of March 1611 in descending order of the amounts assessed. The names of parties to the agreement are in italics. 'Ch/wdn' indicates that a name appears as a churchwarden of Pitstone between 1604 and 1625 (if more than once, the number of times is given in brackets). The letter p denotes names which occur in the 1612 petition of 'very poor' inhabitants to Ellesmere.

|                         |  |            |
|-------------------------|--|------------|
| 12s                     |  |            |
| <i>Thomas Duncome</i>   |  |            |
| 8s                      |  |            |
| <i>Roger Brewer</i>     |  |            |
| <i>Thomas Brewer</i>    |  | Ch/wdn (6) |
| Richard Downes          |  | Ch/wdn     |
| 6s 8d                   |  |            |
| <i>Edmund Glenister</i> |  | Ch/wdn (4) |
| <i>Thomas Glenister</i> |  | Ch/wdn (6) |
| <i>Henry Sear</i>       |  | Ch/wdn (4) |
| 5s 4d                   |  |            |
| <i>Robert Lewin</i>     |  |            |
| <i>Thomas Putnam</i>    |  | Ch/wdn (2) |
| <i>Richard Sawell</i>   |  | Ch/wdn (2) |
| Thomas Wolth            |  |            |
| 4s                      |  |            |
| <i>Edward Cardell</i>   |  | Ch/wdn (4) |

2s 8d

*Roger Fenn*

*Thomas Fountain*

*Roger Goodman*

*John Lewin*

*Humphrey Payne*

Ch/wdn (2)

Ch/wdn (6)

Ch/wdn

2s

*William Glenister*

Julian Pitchcott, for Sir John Egerton

1s 4d

*William Brooks* (Broxe)

*Henry Butterfield*

Fields Land

*Bartholomew Peele*

Robert Sear

*Robert Walker*

1s 3d

Francis Barnes

7d

Michael Higbed

6d

Richard Fountain

John Lewin de Ab

4d

Roger Border p

George Chamberlayn p

Robert Durrant p

Richard Franklin p

Thomas Griffin p

*William Johnson*

John Ladyman p

John Lewin his house

Thomas Nash p

Richard Norcott p

John Partridge

Samuel Partridge p

Thomas Partridge p

Anthony Rose

Robert Smith p

John Wheeler p

2d

Thomas Blye

Mr Thomas Bostoke

*Goodman [Henry?] Howe*

1d

Thomas Baron

Francis Cooley

Henry Hebes'

John Payne

William Spenser

Received at Horton 1s 11d

\*sic original MS (BRO PR 166/5/2). Published transcript has Hobes.

### *The Later History of the Tenants' Wood*

The 1612 agreement did not specify how the tenants' fifty acres was to be shared out—a clause in the draft version had actually stipulated that the Egertons should not be involved in the process—and there appear to be no maps or documents recording the manner of the division. There is evidence, however, that allotments were to be directly proportional to each individual's claim to wood rights and that consequently the work of adjudication carried out by Pulton and Chamberlayne was not entirely wasted. In January 1613 Thomas and Robert Duncombe and Roger and Thomas Brewer jointly tendered to sell their share of the fifty acres to Ellesmere.<sup>95</sup> They calculated the amount on the basis of a combined claim of 24½ loads which, at just over a quarter of the total allotment of 93 loads (i.e. just under 2 loads to the acre), was equivalent to 13 acres 10 poles: at a valuation of £28 per acre the price asked was £335 15s 0d. A calculation starting with loads of wood implies that no physical division of the fifty acres had yet taken place. The total of 93 loads referred to in the tender is less than those of the various lists of tenants' claims and seems to represent the final agreed total after transfers to Ellesmere. The aggregate of the four individual claims is higher than in E7/7 though it agrees with E7/8/10. Ellesmere's reply has not been found, but it appears that the offer was not accepted, possibly as a matter of deliberate policy.

Other documents provide clues to the size of the allotments made to a number of recipients. In May 1613 John Lewin wrote asking Ellesmere's leave to purchase parcels of half an acre of wood apiece from Henry Butterfield, Thomas Gurney, Richard Rannson and Alice Newman.<sup>96</sup> Each of these except Rannson, who is not mentioned in any of the lists, is credited with a claim of one load either in E7/7 or addendum, or in the case of Alice Newman in E7/8/10 ('Widow Newman'). Once again the

reply is not recorded. A copy of a conveyance of 1622 refers to 1a. 3r. 0p. belonging to William Brewer (3½ loads) 'being that part and parcel that is set out and assigned to him . . . being parcel of those fifty acres late given and granted by . . . Lord Ellesmere.'<sup>97</sup> A copy deed of 1630 lists parcels of wood as purchased from, or having belonged to, several of the parties to the 1612 agreement, though these cannot with certainty be equated with the allotments actually made.<sup>98</sup> They are as follows (figures for loads claimed are from E7/7 unless stated): Thomas Puttenham (6 loads), 3a. 3r. 0p.; William Glenister (3½ loads, E7/8/10) 1a. 0r. 12p.; Henry Sear (3½ loads) 1a. 0r. 12p. Roger Glenister (father claimed 2½ loads) two parcels each of 1a. 1r. 0p.

The approximate physical location and general configuration of the tenants' wood can be deduced from the abutments in these, and later, deeds and abstracts of title, taken in conjunction with the evidence of nineteenth-century maps (see Fig. 3).<sup>99</sup> It formed a rough rectangle within the general area of the wood now called Sallow Copse bounded on the south-west by Pitstone Common, on the north-east by Ivinghoe Common and on the north-west by a lane called Isley Lane, now vanished. The south-east end (at least in its western half) was divided internally into strips running at right angles to the sides of the rectangle. In the north-west portion, in contrast, the strips or plots were aligned parallel to the sides of the rectangle, i.e. at right angles to the others. This latter is apparent from the 1630 deed in which five plots are described as abutting on Isley Lane and four of these five are indicated as adjoining each other, with one of them also adjoining Pitstone Heath. The reasons for the variation on the layout can only be guessed at. Probably the principal determining factor was the curving line of Isley Lane which would have been easier to accommodate in small segments.

The documents also throw light on the subsequent history of the tenants' wood. They show a tendency for the consolidation of holdings, both into larger physical units and into fewer hands, as was happening to landholdings

generally in the area. As we have seen, the tendency was already at work in 1613 in regard to the very smallest allotments. Significantly, of the four prospective sellers at that time only one, Henry Butterfield, appears to have been actually resident in Pitstone. The 1630 deed already cited is a formal conveyance from Thomas Duncombe, Thomas Fountain and Edmund Cardell, the surviving inclosure trustees named in the 1612 agreement, together with Roger Glenister, son of Thomas, the deceased fourth trustee, to Matthew Putnam of 10a. 1r. 4p. Of this, all but 3a. 3r. had been acquired by purchase in six separate parcels. In 1634 Putnam is found exchanging small pieces of coppiced wood situated 'in that part of Pitchlesthorpe wood which doth belong to the tenants there' with Edmund and Thomas Cardell 'for their more convenient sundry uses'.<sup>100</sup> By 1714 this holding had grown to 13½ acres and was in the hands of William Cock of the nearby parish of Wilstone, Herts.<sup>101</sup>

Another sizeable holding amounting to some eleven acres or more was that acquired by John Eddowes of Little Gaddesden, Herts. esquire, who made several purchases of woodground between 1671 and 1687, when he levied a fine of (*inter alia*) 14 acres of wood (not necessarily all in Pitstone) to the third Earl of Bridgewater, Ellesmere's great-grandson, the largest being 5 acres bought from Thomas Brewer of Pitstone, gent., and his wife, for £140.<sup>102</sup> This piece of wood is described as being parcel of Pitstone Coppice abutting on wood ground of the Earl of Bridgewater south, on wood ground of John Crawley north, east on wood ground of the said John Eddowes, and west on the common called Pitstone Heath.<sup>103</sup> It would thus seem to have been a strip at the base of the western half of the rectangle referred to above, immediately adjacent to that part of Pitstone Wood belonging to Ashridge. Eddowes was also in possession in 1679 of the Great Coppice (4½a.).<sup>104</sup> It abutted on Ivinghoe Heath to the north, on land of Thomas Brewer south and on land of Thomas Rutland west, so was clearly in the eastern half of the rectangle.

The Pitstone inclosure stood the test of the

Civil War and its immediate aftermath which elsewhere saw the revival of old disputes between lords and tenants, as happened, for example, at Aylesbury.<sup>105</sup> There is, however, a record of a dispute with Nettleden over the apportionment of tax, or rating, assessments on woodland. This is a memorandum of an agreement dated 28 March 1646/7, by consent of the parish and the 'seassors' that the hamlet of Nettleden should have fifty acres out of Pitstone Wood to their hamlet to 'cease (cess) with them' in regard of the right which they challenge to belong to the hamlet of Nettleden'.<sup>106</sup>

Some idea of the extent of the woodland belonging to the Ashridge estate at the Restoration can be gained from a mortgage made in 1662 by the second Earl of Bridgewater who had to contend with serious financial difficulties on account of a heavy burden of inherited debt.<sup>107</sup> The mortgage was for £2,000, advanced by the Earl's widowed sister, Lady Magdalene Cutler, on security of the following named woods: 130 acres of inclosed grounds in Ivinghoe and Pitstone heretofore called Eltridges and Pitstone Little Coppice 'now impaled about and stored with red deer and called Eltridge Park'; 110 acres of inclosed pasture and woodground called Pitstone Great Coppice; 45 acres of inclosed grounds in Edlesborough called Hudnall Park, Hardhill, Thorney Bottom and Stepmother Wood; 170 acres of pasture and woodground in Ivinghoe called Puldridge and St Margaret's wood. The total of 455 acres may not have included all the Ashridge woodland.

References are also found to further inclosures of woodland effected by the Earl in this period. In 1671 the surviving common rights in St Margaret's and Puldridge woods were extinguished by agreement.<sup>108</sup> In the following year a chancery decree was obtained for the inclosure of 160 acres of common wood in Frithsden called Southwoods, comprising the Great Wood, the Great Coppice and the Little Coppice.<sup>109</sup> In this case the agreement of the tenants was secured in exchange for the enfranchisement of their copyholds. The advantages resulting from such inclosures are alluded to

some forty years later by the inhabitants of the lower division (i.e. the portion in the Vale) of Ivinghoe when they excused themselves for having abated their former proportion of the parish rates. They alleged *inter alia* that the landowners of the upper division had had their estates greatly improved 'by inclosing and holding in severalty severall parcellls of wast ground which lay open and in common'.<sup>110</sup>

Surprisingly, the purchase from Eddowes, in 1687, seems to have been the only acquisition by Ashridge of any of the wood included in the 1612 Pitstone inclosure agreement until after 1803. A map of the Ashridge estate dated 1762 shows the whole north-west end of the present Sallow Copse between Pitstone Common and Ivinghoe Common, comprising the greater part of the area of the tenants' wood, as lying outside the area of the estate (see Fig. 4). The whole area is, however, labelled 'Mr Wickhams' Land', a highly misleading attribution since the existing Ashridge deeds clearly show that William Wickham, of Little Gaddesden, Herts, gent. owned a mere 2½ acres which he purchased in 1726 and later sold to John Garret of Pitstone in 1757.<sup>111</sup>

In 1803 the seventh Earl of Bridgewater, having inherited the estate in middle life on the death of his cousin the 'Canal Duke' of Bridgewater, began a policy of expansion of the estate which led to the gradual absorption of the former tenants' wood. Between 1803 and 1809 the number of owners declined from nine or more to four (see Table 5). One of the purchases in this period was the 2½ acres which had belonged to William Wickham, acquired from William and John Garrett in 1806. It is described as a 'spring' or a parcel of wood-ground formerly inclosed 'being part of the wood called Pitstone Wood and of the fifty acres formerly set out to the tenants of the manor of Pitstone' abutting on Ivinghoe Common north-east and on wood of Williamson formerly Payne south-west (other abuttals given).<sup>112</sup>

By 1848 only three owners remained (see Fig. 4) including John Williamson, owner of Seabrook Farm in Cheddington (4a. 37p.) and Humphrey Williamson of Pitstone (3a. 1r.

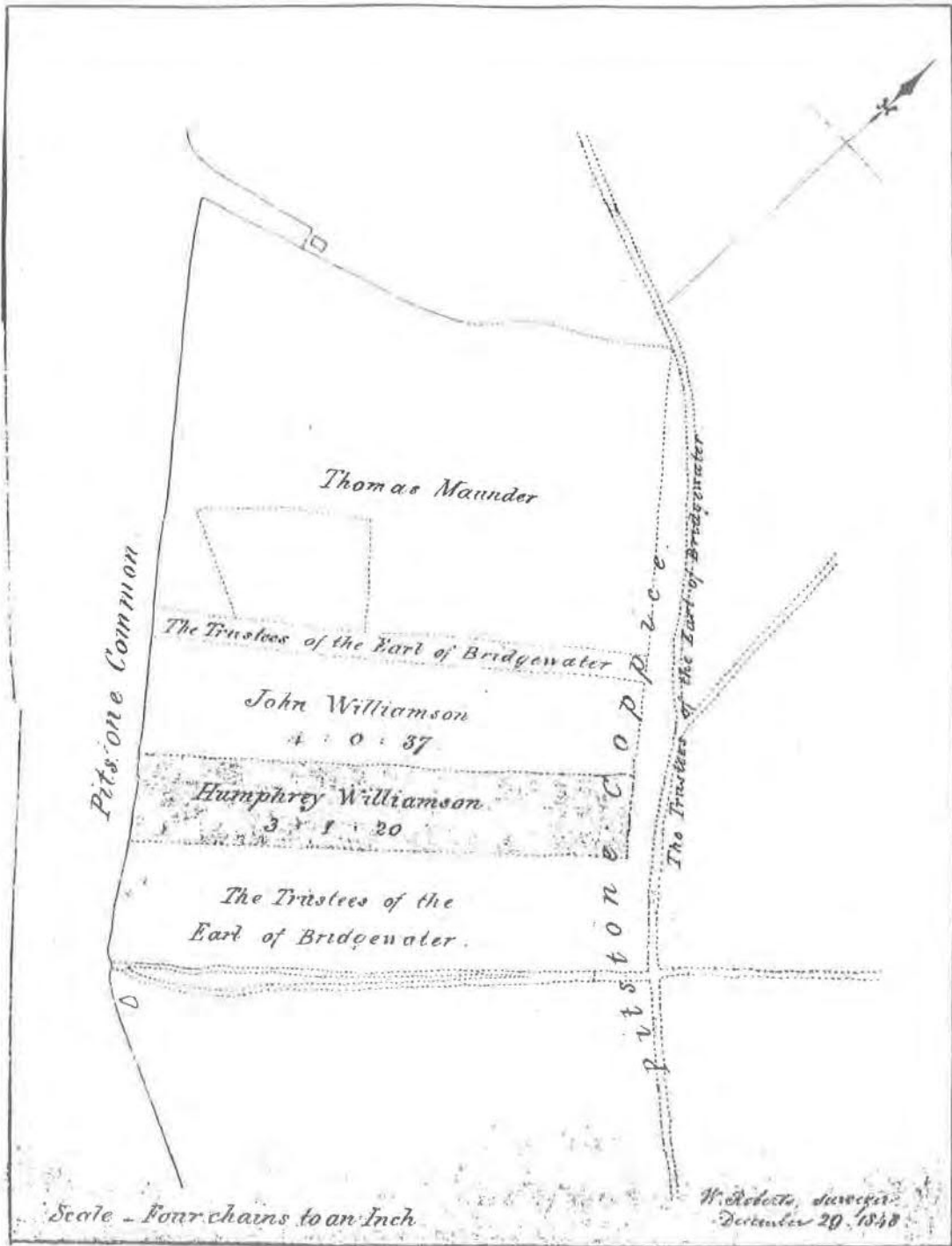


Fig. 3. Western part of 'Pitstone Coppice' in 1848, from a conveyance. BRO Ashridge MSS E95/2.

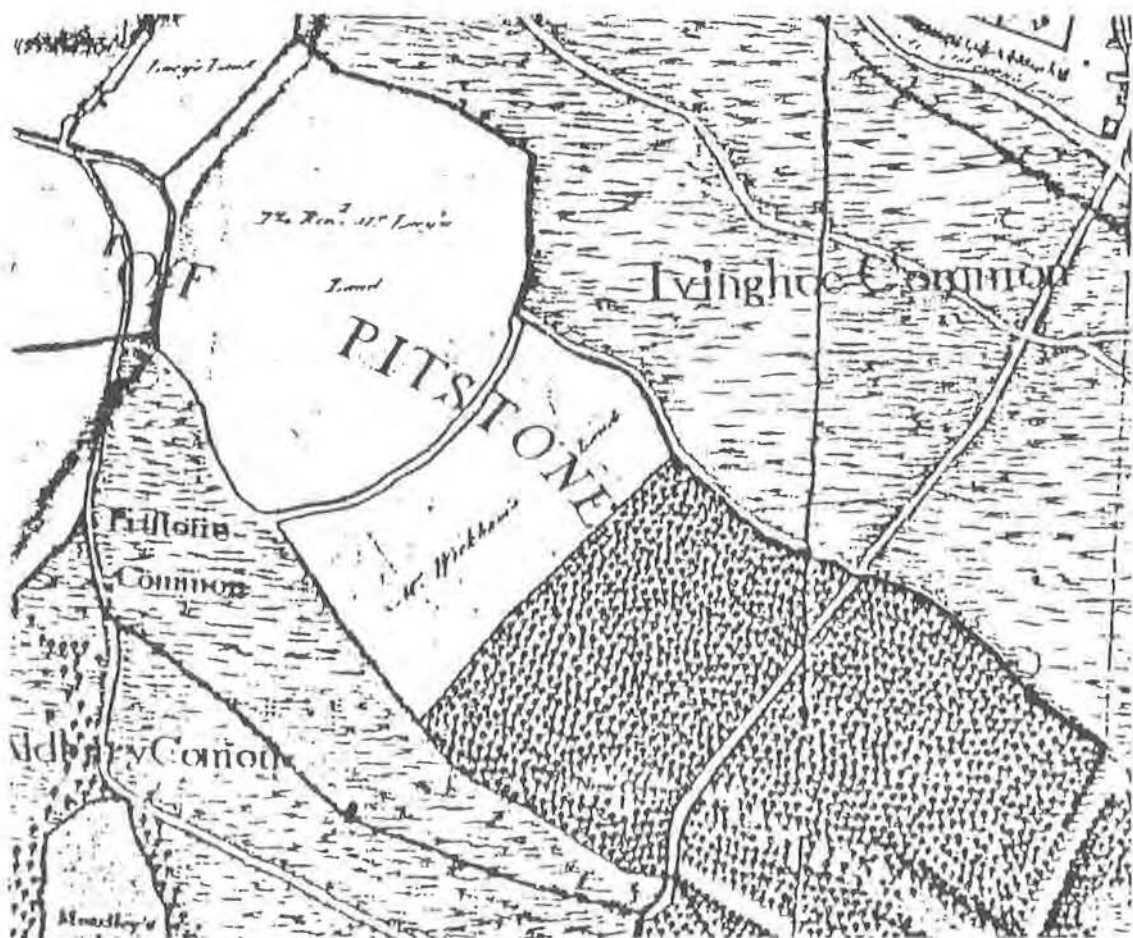


Fig. 4. Extract from map of the Duke of Bridgewater's Ashridge estate, 1762. The area of the Tenants' wood is misleadingly described as 'Mr Wickham's Land'. HRO AH 2770 (by permission of the Hertfordshire Record Office).



Table 5. Summary of Known Acquisitions by the Ashridge Estate of Portions of the Tenants' Wood, post 1612.

| <i>Year</i> | <i>Vendor</i>       | <i>Quantity</i> | <i>Comment</i>                                                                                    | <i>Ref.</i> |
|-------------|---------------------|-----------------|---------------------------------------------------------------------------------------------------|-------------|
| 1687        | John Eddowes        | (c.11a.-14a.)   | Final concord only; purchase deed missing                                                         | P1/1-12     |
| 1804        | William Hayton      | 3a. 3r.         | Possibly part of the woods awarded to the Duncombes in 1612. The Haytons inherited from Duncombe. | P12/1-5     |
| 1806        | Wm and Jn Garrett   | 2½a.            | Earlier held by William Wickham                                                                   | E28/8-16    |
| 1807        | John Seabrook       | 2a.             |                                                                                                   | E28/3-4     |
| 1809?       | Edw. Lucy Meacher   | ?               | E. L. Meacher is referred to in abuttals in deed of 1806. Previously Duncombe property.           | E28/16      |
| 1822        | Thomas Culverhouse  | 3r.             |                                                                                                   | E28/5-7     |
| 1849        | John Williamson     | 4A.Or.37p.      | Inherited from Paine.                                                                             | P33/1-5     |
| 1849        | Humphrey Williamson | 3a.1r.20p.      | Ditto.                                                                                            | E95         |
| 1863        | M. J. Maunder       | 12a.1r.13p.     | Earlier held by William Cock.                                                                     | BRO D12/41  |

References are to BRO Ashridge MSS unless stated.

20p.). Their adjoining plots had both been inherited from Humphrey Paine of Seabrook, gentleman, who died in 1785 and had at one time formed a single plot known as Paine's Wood.<sup>113</sup>

The associations with the Paine family and with Cheddington suggest that these holdings may represent the combined allotments to Humphrey Paine and Bernard Fountain of Cheddington in 1612 and that Seabrook Farm may be the former 'Crewkers'. If the latter assumption is correct the association between Crewkers and Pitstone had endured for over 450 years.

The very last proprietor was Thomas

Maunder, of Aldbury, gent. On 31 December 1863, he conveyed to Earl Brownlow, who had recently inherited the Ashridge estate from the Egertons, 'several pieces of coppice and wood long ago laid together into one coppice' of 12 acres and a close of meadow or pasture of 2½ acres adjoining, stated to be 'all now thrown together into one inclosure of woodland called Maunder's Wood'.<sup>114</sup> The purchase price was £3,150. From its position, confirmed by the evidence of the land tax, this was the property held by Cock in 1714. Ashridge had declined purchasing it on that occasion, apparently because of a complication about the title.<sup>115</sup> Maunder is reputed to have been something of a village eccentric. When he died his grandfather clock was found to be stuffed with gold



Fig. 5. Pitstone Common and the Sallow Copse in 1884, from O.S. 1st edition 6-inch sheet. The monument to the 3rd Duke of Bridgewater, 'the father of inland navigation' can be seen at bottom left.

sovereigns—doubtless the proceeds of the sale of his wood.<sup>116</sup>

The tenants' wood of 1612 had finally been absorbed by Ashridge, but the process had taken over 250 years. On the first edition of the Ordnance Survey six-inch sheet, published 1884, the area is shown as part of the wood called the Sallow Copse, as it is today (Fig. 5). A few years before 1863 Pitstone Common, which had escaped inclosure in 1612 and had remained as an area of rough grazing and a source of furze for fuel for the poor of Pitstone, also passed to Ashridge following the Pitstone parish inclosure award of 1856.<sup>117</sup>

1612 is still woodland (fulfilling the intention expressed in the agreement) as is all, or most, of the former common wood, though beech has now given place to Spanish chestnut. It is also once again common, but in a different and fuller sense of the word as, like the other parklands of the Ashridge estate, it belongs to the National Trust. The south-western boundary of the tenants' fifty acres, which is also the boundary of Pitstone Common, and the north-eastern boundary with Ivinghoe Common, which is also the parish boundary, are both clearly visible as ditches with mounds alongside. Traces of the north-western boundary along the former Isley Lane can also be seen.

Today the land granted to the tenants in

A detailed archaeological field survey of the

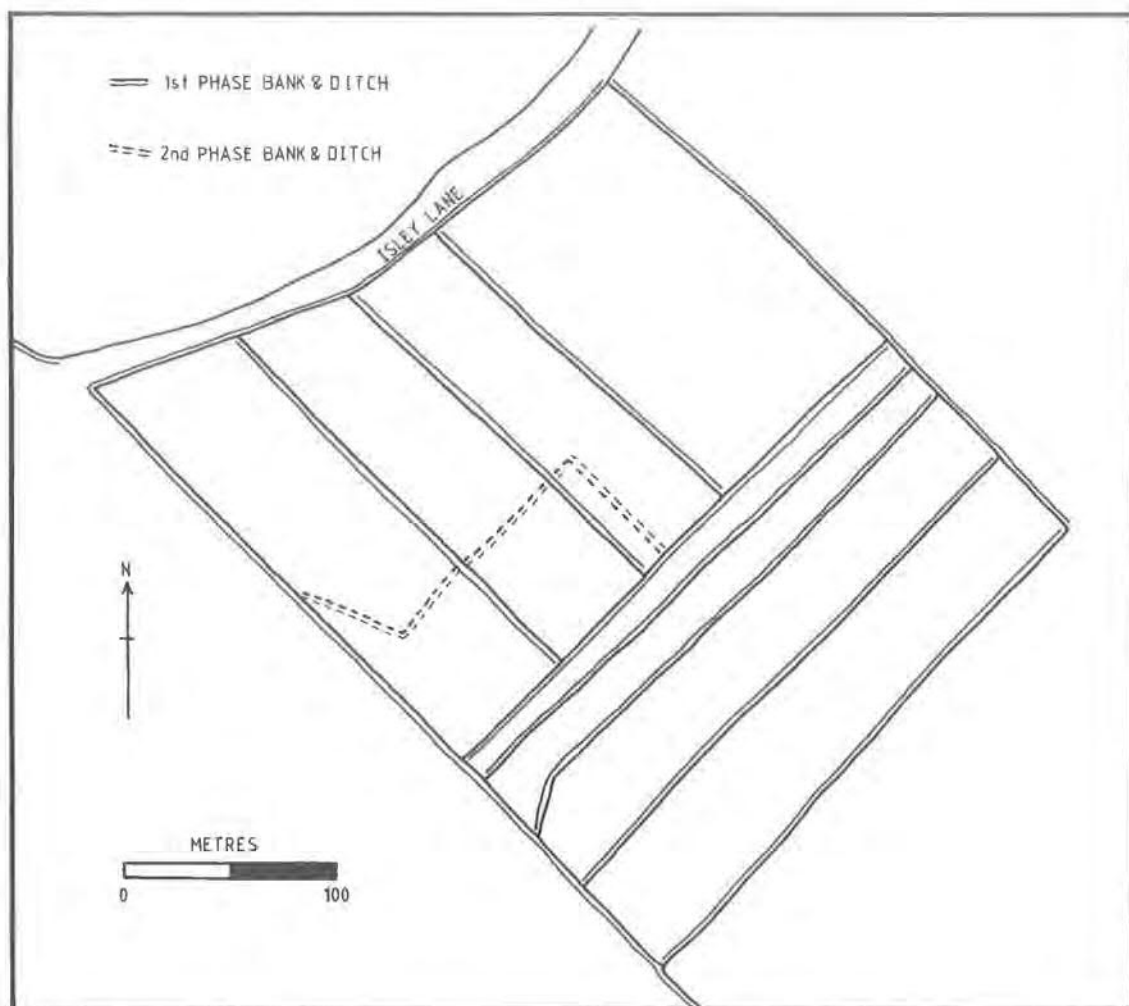


Fig. 6. 'Recent banks in Sallow Copse and Isleys', from an archaeological field survey carried out by Mr Angus Wainwright for The National Trust in 1985/6.

area, carried out under the direction of Mr Angus Wainwright for the National Trust in 1985-6, has revealed the existence of additional shallow ditches and banks not discernible to the casual eye. All are located within the western half of the former tenants' wood. In general they confirm — and extend — the documentary evidence as to the configuration of the strips (see Fig. 6) and must be presumed to be the survivals of the original internal strip boundaries.

#### *Acknowledgements*

Grateful thanks to: Mr Angus Wainwright and Professor W. R. Mead for permission to reproduce maps in Figs 2 and 6; Mrs E. M. Elvey, former Honorary Archivist to the Society, for facilitating access to records in her care; Mr Michael Farley, County Field Archaeologist, for his help in locating the site of the tenants' wood; and to my wife, who did most of the typing.

## REFERENCES

1. D. Roden, 'Woodland and its Management in the Medieval Chilterns', *Forestry* 41/1, 67; M. Reed, *The Making of the Buckinghamshire Landscape* (1979) 182.
2. As a result of recent transfers the documents relating to the inclosure are now all among the records of the Ashridge estate in the Buckinghamshire Record Office (BRO). Other Ashridge material is in the Hertfordshire Record Office (hereafter HRO), and there are some relevant documents in the Ellesmere MSS in the Henry E. Huntington Library, San Marino, California, USA (hereafter HEHL).
3. E. J. Bull, 'A Medieval Settlement Area Adjacent to Pitstone Church', *Recs. Bucks* 20/4 (1978) 646-55.
4. *The Victoria History of the Counties of England; Buckinghamshire* (hereafter *VCH*) III, 407-11.
5. *Ibid.*
6. *Ibid.*
7. Text printed in H. J. Todd, *The History of the College of Bonhommes at Ashridge* (1823) 4 ff.
8. *Ibid.*, 8; D. Coult, *A Prospect of Ashridge* (1980) 37; *VCH*; HRO AH 918, 919.
9. BRO Ashridge MSS P26/15.
10. BRO CH 21.
11. HRO AR 722, 734-6, 749, 751-2.
12. BRO Ashridge MSS E 96/8.
13. BRO Ashridge MSS P26/11/12.
14. See e.g. BRO Ashridge MSS E7/6, survey of Morrants, n.d. (c.1570).
15. Roden, *op. cit.*, 67.
16. *Ibid.*: BRO Ashridge MSS P1/6; H. R. Moulton, *Palaeography, Genealogy and Topography* (1930, catalogue) 88.
17. Roden, *op. cit.*
18. Moulton, *op. cit.*
19. *Ibid.*
20. BRO Ashridge MSS E30.
21. BRO Ashridge MSS E7/6. The other petitioners were: John Funten, Thomas Wygge, William Scalon, Simon Jane, Robert Seybroke, William Hobbys, Thomas Pyng the younger, Thomas Pyng the elder, Edward Cere, John Pyng, Thomas Glenister the younger, Rafe Hygbyd, Thomas Cardell, John Stanbrygge, Richard Tatnell, Thomas Glenester the elder, John Tatnell, Thomas Slatter, Thomas Elteryck, John Dawbeney, Thomas Duncombe, William Lewen and Richard Harlyngdon.
22. Printed in Todd, *op. cit.*, 26-7. Translation in Coult, *op. cit.*, 69-70.
23. Todd, *op. cit.*, 31-2.
24. *Ibid.*, 60-4.
25. *VCH* III, 407.
26. *Ibid.*: BRO Ashridge MSS E7/8/42-3. In some of the documents Warde is referred to as 'Mr Cofferer'.
27. HEHL EL 6086, undated replication. The tenants produced the Wood Book as evidence of their right on this occasion.
28. Unless otherwise indicated, the particulars of this encounter and of the events leading up to it are taken from BRO Ashridge MSS E7/5, depositions taken on 7 Sept. 1570 before Sir Thomas Pakington, Sir John Goodwin, John Cheyne and Thomas Fleetwood on behalf of Richard Warde, plaintiff.
29. HEHL EL 6086. Waterhouse was possibly a relation of Thomas Waterhouse, the last abbot of Ashridge. See Coult, *op. cit.*, 72.
30. Described as 'of Hemel Hempstead Herts, gentleman, aged three score or thereabouts'.
31. Evidently the Duncombes were attached to this old-fashioned form of armament, for in 1560 John Duncombe (1504-94) had been fined in the manor court of Ivinghoe for not providing himself with a 'haquebutt' as required under the militia legislation. See Jean Davis, 'Duncombe Farm' (undated typescript in BRO).
32. *VCH* III, 409; BRO Ashridge MSS E30/9, E7/8/47. The Ashridge lease was of lands called Morrants, computed at about 80 acres (BRO Ashridge MSS E96/3). The *VCH* surmises that Roger was Edmund's uncle, but this is not correct.
33. His widow, Avice Lee of Pitstone, was listed as a recusant in 1585 and one of his sons, Roger Lee of Pitstone, became a Jesuit: *VCH* I, 314, 316, P. Carman (ed.), *John Gerard* (1951).
34. BRO Ashridge MSS E96/3.
35. Brewer and Brokes held substantial leases of lands called Tattenells; BRO Ashridge MSS E96/3.
36. *VCH* I, 310, II, 336, III, 451.
37. *VCH* III, 407. The reference to Pitstone town house is in HEHL EL 6087, undated rejoinder.
38. BRO Ashridge MSS E7/8/42-3.
39. Various briefs, etc., mostly undated, for this and the preceding action are in BRO Ashridge MSS E7/8/42-60, Richard Combes's evidence and that concerning hawks, waifs and strays is in E7/5 which refers specifically to the Chancery action. The citation of the court rolls are in E7/8/50.
40. BRO Ashridge MSS E7/8/51. Brook and Birchley were among the monks who signed the acknowledgement of the royal supremacy in 1534 and are both listed as pensioners in 1540; Birchley is also named in the record of the election of a new Rector of Ashridge in 1529. See Coult, *op. cit.*, 71, 236-8.
41. BRO Ashridge MSS E7/8/50, 58.
42. BRO Ashridge MSS E7/8/58.
43. BRO Ashridge MSS E7/8/45, list of witnesses dated 24 Jan. 1571/2. Young is included in lists of the monks of 1529, 1534 and 1540 (see n. 40).
44. BRO Ashridge MSS E7/8/47, list dated 24 Feb. 1570/1. The link between Pitstone Neyrnuts and the advowson prior to 1379, when it passed to Ashridge, is confirmed in *VCH* III, 411.
45. *VCH* III, 409.
46. *VCH*. The original conveyance of the manor of Neyrnuts from Hawtrey dated June 1606 specifically includes 18½ loads of wood in the common wood (BRO Ashridge MSS P28/7).
47. W. J. Jones, *The Elizabethan Court of Chancery* (1967) 62-9.
48. BRO Ashridge MSS E7/12. 'The Proceedings between the Lord Chancellor of England and the Tenants of Pichelsthorn . . .' (n.d.). A final paragraph

- complains that the tenants had failed to comply with the agreement and persist in felling wood unlawfully. The spelling in this and subsequent quotations has been modernized.
49. BRO Ashridge MSS E7/8/3 (actually dated 15 Feb., but endorsement corrects this to April). See also: E7/8/1, 2, Ellesmere to Chamberlayne, 14 Apr., and draft; E7/8/4-5, Ellesmere to Pulton and Chamberlayne, 16 Apr., and draft; E7/8/6, Pulton and Chamberlayne to Blackhead, 17 Apr.
  50. DNB: V. B. Heltzel, 'Ferdinando Pulton, Elizabethan Legal Editor', *Huntington Library Quarterly* 11, 77-9; D. J. Elliott, *Buckingham* (1975) 151-2. The Pitstone parish accounts for the year 1607/8 record a debt of 3s. due to the churchwardens 'for Robert Smith going 2 times to Mr Pulton of Buckingham', M. Farnell and A. Kemp (eds), *The Book of Accounts for the Parish of Pitstone 1604-25* (Pitstone Church Committee, 1979) 10.
  51. BRO Ashridge MSS E7/8/10. A note at the end of this document gives 'the old rate' as 143½ heaps (approximately the total in the Wood Book) and 'the new rate' as 177½. The relevant manors are indicated in some cases. The total of tenants is actually 41, but the entry for John Howes (½ heap) appears twice, presumably in error. Although the total amount claimed is higher than in the Wood Book, the number of claims appears to have declined.
  52. BRO Ashridge MSS E7/7, 'A Note of the names of such as claim wood in Pitstone Wood'. There are actually 46 claims since the numbers 22 and 36 each cover two distinct claims and there is no number 39. At the end of the list is a note of 'old' and 'new' rates and of heaps due for Pitstone Place, the Parsonage, Neyrnuts and Morrants, agreeing in each case with list E7/8/10.
  53. The exceptions were: Roger Brewer (over 100 acres), Bernard Fountain (unspecified), Francis Puttenham (40 acres at Barley End), Thomas Fountain (over 100 acres in Pitstone, Ivinghoe and Marsworth), James Haydon (c.60 acres in Nettleden) and William Duncombe (over 50 acres).
  54. BRO Ashridge MSS E7/8/22, untitled list, giving names and amounts numbered as in E7/7 headed 'These following shewed to Mr Pulton'. As well as brief notes commenting on the claims, there are marginal columns added in which allowances of wood 'pro hac vice' (for this turn) are indicated against some names for 'April 1607' and '6 May 1609'. List E7/8/11, which omits the addendum, is another, slightly fuller version of E7/7, but is numbered 1-28 and has some variations (see Table 2).
  55. BRO Ashridge MSS E7/6.
  56. The relevant documents are BRO Ashridge MSS E7/8/7, letter from William Blackhead to Ellesmere, 27 April 1607; E7/8/8, petition of Roger Brewer, Bernard Fountain, and John Lewin to Ellesmere, n.d. (recites events up to 20 April); E7/8/9, petition of the inhabitants of Pitstone to Ellesmere, n.d. (events to 21 April); E7/8/12, statement of William Blackhead addressed to Ellesmere, n.d. (events to 29 April); E7/10, depositions of Edmund Cardell, husbandman, Roger Walker, husbandman, Roger Brewer, yeoman, Bernard Fountain, yeoman, John Lewin, husbandman, and Thomas Brewer upon interrogatories, Feb.-Apr. 1608.
  57. BRO Ashridge MSS E7/10; E7/8/12. Despite this confrontation it appears from list E7/8/22 that four tenants may have accepted allowances of wood *pro hac vice* (for this turn). They were: Henry Hebbs (2 loads), Humphrey Paine (½ load), William Duncombe (3½ loads) and Robert Duncombe (2 loads).
  58. BRO Ashridge MSS E7/8/8-9. These two petitions do not refer explicitly to the events of 29 April and may have been written a day or two earlier.
  59. BRO Ashridge MSS E7/7 (claim no. 41).
  60. PRO, PCC Wills, will of Roger Brewer, proved 1616. In attesting documents he used a distinctive monogram.
  61. BRO Ashridge MSS E7/7 (claims nos. 7-12).
  62. Farnell and Kemp, *op. cit.*, 7: BRO BAS 141/49.
  63. BRO Ashridge MSS E7/7 (claim no. 32), P26/36, 39; A. C. Chibnall, *The Certificate of Musters for Buckinghamshire in 1522* (1973) 185.
  64. *Ibid.*, 202-3: BRO Ashridge MSS E7/7 (claims nos. 26-7).
  65. Farnell and Kemp, *op. cit.*, 4, 8: BRO CH 21, Pitstone Town Land Charity deeds.
  66. BRO Ashridge MSS E7/9.
  67. BRO Ashridge MSS E7/11, pleadings in Ellesmere v. Brewer and others, Trinity term, 6 James I (1608).
  68. BRO Ashridge MSS E7/8/22.
  69. BRO Ashridge MSS E7/11, file dated Trinity term, 6 James I.
  70. *Ibid.* (separate file).
  71. *Ibid.*, undated petition of Roger Brewer, Bernard Fountain, John Lewin, Edmund Cardell, Roger Walker and Thomas Brewer. This document is attached to one of the files.
  72. BRO Ashridge MSS E7/8/15.
  73. BRO Ashridge MSS E7/8/17. The allowances agree with those in list E7/8/22.
  74. *Ibid.*
  75. *Ibid.* Bernard Fountain, Edmund Glenister, Thomas Fountain and Thomas Gurney were among those omitted.
  76. BRO Ashridge MSS E7/8/20. Sir John was later created successively Viscount Brackley and (1st) Earl of Bridgewater (see DNB). He took over the management of his father's estates, Jones, *op. cit.*, 94-5.
  77. Downes held the parsonage and Glenister was tenant of demesne land called Narnetts; see BRO Ashridge MSS E96/2, rent book, 1609.
  78. BRO Ashridge MSS E7/8/24.
  79. BRO Ashridge MSS E7/8/25.
  80. BRO Ashridge MSS E7/8/27.
  81. BRO Ashridge MSS E7/8/28.
  82. BRO Ashridge MSS E7/8/29.
  83. HEHL EL 234.
  84. BRO Ashridge MSS E7/8/33, copy petition to Ellesmere.
  85. BRO Ashridge MSS E7/8/34-5. The heath was included in the original conditions proposed to the tenants.
  86. BRO Ashridge MSS E7/8/36, undated petition.

87. BRO Ashridge MSS E7/8/37; all the names on this petition are also found in the earlier one.
88. BRO Ashridge MSS E7/1, release of Pitstone Wood and draft version of same.
89. David Cecil, *The Cecils of Hatfield House* (1973) 160; L. M. Munby, *The Making of the Hertfordshire Landscape* (1977) 151.
90. Farnell and Kemp, *op. cit.*, 17–18. This levy does not include Nettleden hamlet which was separately rated.
91. The others were: Richard Rannson, Thomas Gurney, John Howes, Robert Seabrook, James Haydon, William Brewer, Edmund Taylor and Alice Newman. Horton in Pitstone was in fact rated to Pitstone, but the 1611 levy only gives the total collected. See also Tables 3 and 4.
92. These five names are also missing from E7/8/10. See Table 2.
93. The total includes five names in the addendum. The 1609 rental previously cited has an entry under John Lewin which refers to 'land late Pings'.
94. See Table 4. It should be noted that a low assessment did not always imply poverty; Thomas Bostocke, who paid 2d., was vicar of Ivinghoe.
95. BRO Ashridge MSS E7/8/38.
96. BRO Ashridge MSS E7/8/39.
97. BRO Ashridge MSS E7/4.
98. *Ibid.*
99. See below. The most relevant maps are: BRO MS 166/1, estate map of the upper south-east portion of the parish of Pitstone, 1809; BRO PR 166/27, Pitstone Tithe Map, 1841; BRO Ashridge MSS E95/2, plan on conveyance, 1849.
100. BRO Ashridge MSS E28/1.
101. BRO Ashridge MSS E7/4.
102. BRO Ashridge MSS P1/1–12.
103. BRO Ashridge MSS P1/1–2.
104. BRO Ashridge MSS P1/6.
105. R. Gibbs, *The History of Aylesbury* (1885) 171.
106. BRO Ashridge MSS E7/8/41.
107. BRO Ashridge MSS E97/2: Coult, *op. cit.*, 117.
108. BRO BAS 141/49. Part of Northwood seems to have been inclosed earlier by agreement in 1653 (HRO AH 1878, inclosure proposals, signed by tenants of Little Gaddesden and others). I owe this reference to Mr Angus Wainwright.
109. HRO AH 1163.
110. *Bucks Sessions Records* III, 263–4.
111. BRO Ashridge MSS E28/8–16.
112. BRO Ashridge MSS E28/12, abstract of title.
113. BRO Ashridge MSS E95/1–4, a–d.
114. BRO D12/41.
115. BRO Ashridge MSS E7/4.
116. C. Fanny Wedgwood, *A Few Reminiscences of Aldbury* (pamphlet, c.1959).
117. BRO IR 76.