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MERRINGTON: LAND, LANDLORD
AND TENANTS 1541 - 1840.

A STUDY IN THE ESTATE OF THE DEAN AND CHAPTER OF DURHAM.

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SUBMITTED FOR THE DEGREE OF Ph.D

DURHAM UNIVERSITY

SEPTEMBER 1997

BY

ELIZABETH JEAN MORRIN



23 JAN 1998

MERRINGTON: LAND, LANDLORD AND TENANTS 1541-1840.
BY
ELIZABETH JEAN MORRIN

ABSTRACT

This thesis considers the performance of the Dean and Chapter of Durham as estate managers from 1541-1840, as perceived from the detailed study of one parish. Durham was created as a New Foundation Cathedral in 1541 by Henry VIII and endowed with the lands of the Priory, which had been dissolved in 1539. Durham Chapter administered the same lands until 1840 when central government again intervened with cathedral estates.

Cathedral chapters have been described as 'inactive rentier' landlords. Durham Chapter's management is compared with that of other landlords to see if this description was justified. The Chapter's response to problems and challenges, such as tenant right and inflation in the sixteenth century, civil war and abolition in the seventeenth century and rapidly changing agricultural practices in the eighteenth and nineteenth centuries is considered.

The thesis concludes that by 1626 Durham Chapter had created an effective system of estate management, known as beneficial leasehold, which offered tenants security of tenure and fixed rents, while compensating the Chapter for inflation by regular renewal fines, related to the true value of the land. The Chapter were not inactive rentiers in 1640: they promoted agricultural innovation, especially enclosure of the townships. The work of the Chapter was only interrupted by the Civil War, not fundamentally altered. The Chapter recovered relatively rapidly at the Restoration: their tenants had greater problems because of the costs of war and land purchase. By the nineteenth century, the Chapter were left behind by progressive landlords who controlled their tenants' farming practices and drew a greater financial return from their lands than Durham Chapter achieved. However, progress continued on the Chapter estate, as the security of beneficial leasehold encouraged tenants to invest, for example in restructuring their farms, breeding improved cattle and introducing new field crops and rotations.

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ABBREVIATIONS

<i>AgHR</i>	<i>Agricultural History Review</i>
BL	British Library
CA	Chapter Acts
CC	Church Commission
CL	Counterpart Lease
CERO	Church of England Record Office
<i>CSPD</i>	<i>Calendar of State Papers Domestic</i>
DCD	Durham Dean and Chapter Muniments
DCL	Durham Cathedral Library
DCRO	Durham County Record Office
DUL	Durham University Library
DDR	Durham Diocesan Records
DP	Durham Probate
<i>EcHR</i>	<i>Economic History Review</i>
<i>EHR</i>	<i>English Historical Review</i>
FH	Ferryhill
GC	Great Chilton
HC	Halmote Court
HT	Hett
KM	Kirk Merrington
LP	Loose Papers
MM	Middlestone
<i>P&P</i>	<i>Past and Present</i>
PRO	Public Record Office
RB	Receiver's Book
Reg.	Lease register
SS	<i>Surtees Society volumes</i>
SVT	Surveys, Valuations and Terriers
<i>TRHS</i>	<i>Transactions of the Royal Historical Society</i>
WM	Westerton

INTRODUCTION.

Agriculture today is no longer the major source of income in England. In the sixteenth century, agricultural estates provided the major source of income for the Crown; the aristocracy; the Church of England, in the form of episcopal and capitular estates; and Oxford and Cambridge Colleges. All of these were expected to finance their life and work mainly from income from their estates. Whether these estates were managed effectively to provide adequate return to their landlord has been debated ever since.¹

The debates are possible because many of these estates have good records over a long period of time. The different types of landlord could have great influence on agricultural practice on their lands. Bishops and deans and chapters continued to be dependent on the revenues from their estates until the nineteenth century: critics suggested that they were not good landlords and their estates suffered. This thesis considers whether this was the case on the estate of Durham Dean and Chapter. Few studies exist of farming practice on cathedral estates and of the tenurial system of beneficial leasehold which they operated, as did Oxford and Cambridge colleges. This leaves a considerable gap in historical knowledge as the system was in use from the mid sixteenth century and lasted on some Durham Cathedral farms until 1885. Historians of the early modern period have to study most estate history from the viewpoint of the

¹ For example: J.V. Becket, *The Aristocracy in England 1660-1914* (1986); H.F. Howard, *An Account of the Finances of St John the Evangelist in the University of Cambridge 1511 to 1935* (1935); R.W. Hoyle (ed), *The Estates of the English Crown 1558-1640* (1992); S.J. Madge, *The Domesday of the Crown lands* (1938); R.A.C. Parker, *Coke of Norfolk: a Financial and Agricultural Study* (1975); J.R. Wordie, *Estate Management in the eighteenth century. The Building of the Leveson Gower Fortune*. (1982).

landlord as it is the central records of estate management which survive, showing policy, tenure, agreements and disputes between landlord and tenants, land use, rents, allowances and investment. Individual tenants had little need to keep farm records.

Nineteenth-century church reformers believed that deans and chapters were not effective estate managers. Some contemporaries and many historians have shared this view. Best concluded on the replacement of deans and chapters as landlords by the Ecclesiastical Commissioners in the nineteenth century that

'It has put order into chaos, and made orderly and useful that which was irresponsible, inefficient and unpredictable.'²

Deans and Chapters of Durham and cathedral clergy in general in the early modern period have been censured as landlords by critics often with contradictory views. Some say dean and chapter income suffered from their estate management system as they did not achieve an adequate return on their land, others by contrast argued that cathedrals preferred the accumulation of wealth to ministry and penalised their tenants.

Christopher Hill argued that the Church faced a special economic problem finding estate management and its supervision difficult, their revenue becoming increasingly inadequate to meet expenditure.³ Cathedrals, he argued, made the situation worse by reckless sales of timber and anticipating income by granting long leases. Thus the Church, he believed, became by 1642 an 'inactive rentier' with its estates managed and profits taken by lessees. Tillbrook concluded of dean and chapter policy in the years 1558-1642, 'Indeed, neglect seems to have been the keynote of the attitude of those in authority in the area'. Opponents of the Church on the eve of the Civil War accused

² G.F.A. Best, *Temporal Pillars, Queen Anne's Bounty, the Ecclesiastical Commissioners and the Church of England* (1964), 4.

³ F. Heal, 'Archbishop Laud revisited: leases and estate management at Canterbury and Winchester before the Civil War,' in R. O'Day and F. Heal, (eds.) *Princes and Paupers in the English Church 1500-1800* (1976), 131. Best, *Temporal Pillars*, 376-7. C. Hill, *Economic Problems of the Church from Archbishop Whitgift to the Long Parliament* (1956), 11.

cathedrals of accumulating great wealth of which they made little positive use. Even Archbishop Sheldon had to warn after the Restoration that deans and chapters in particular were regarded by some men as having too much wealth with which they did little good. In the 1720s and 1730s Durham Cathedral was criticised for acquiring wealth as were other cathedrals. John Spearman, one time under-sheriff in County Durham,⁴ as a result of an enquiry in 1729 accused the Dean and Chapter of Durham of suddenly charging exorbitant fines as a tax on improvements and thus discouraging tenants from making any improvements. In the eighteenth century Whigs criticised the Church for preferring the accumulation of wealth to exercising their ministry. Many accused the eighteenth-century Church of somnolence and corruption.⁵

Cathedral landlords and their tenurial system of beneficial leasehold also had their supporters at least until the mid-eighteenth century. Marcombe, in his study of Durham Cathedral in the second half of the sixteenth century, concluded that Durham Cathedral administration was 'active and open to change both in its activities and organisation'.⁶ Similarly, many agricultural writers and historians believed that until at least the mid-eighteenth century church leases gave tenants the security to invest in farming improvements.⁷

Similar problems and challenges were encountered by all estate managers between the sixteenth and the nineteenth centuries. In the sixteenth and early seventeenth centuries the main problems involved the transition from customary to leasehold tenures and coping with inflation. The Civil War posed problems common to Crown, episcopal

⁴. M.J. Tillbrook, *Aspects of Government and Society of County Durham, 1558-1642*, unpublished Liverpool University Ph.D thesis (1981), 7. J. Spearman, *Enquiry into the Ancient and Present State of the County Palatine of Durham (1729)*, 117.

⁵. Collinson P., 'The Protestant Cathedral' in Collinson P., Ramsay N. and Sparks M. (eds.) *A History of Canterbury Cathedral (1996)*, 198, 203. Clark J.C.D., *English Society 1688-1832 (1985)*, 136, 302.

⁶. D. Marcombe, 'The Dean and Chapter of Durham 1558-1603' Durham Ph.D. Thesis (1973), 98-

⁹.
⁷. Becket, *Aristocracy*, 187. J. Youings, 'The Church,' in J. Thirsk, (ed.) *The Agrarian History of England and Wales, vol. 4 (1967)*, 356

and capitular lands which were beyond the control of all their landlords as their estate administration was destroyed. In the Interregnum capitular land, together with episcopal and Crown was sold, posing serious problems for their tenants. At the Restoration all the landlords whose land had been sold in the Interregnum sales faced the challenge of retrieving their lands and re-establishing their management systems.

The eighteenth century posed a different challenge with the advent of more lawyers, surveyors and land agents whose professionalisation of estate management, offered greater opportunity for the development of efficiency and deepening of knowledge about individual farms and their values. Population rose rapidly from the mid-century creating demand for more agricultural produce. These challenges continued into the nineteenth centuries and many landlords responded with considerable capital investment in their lands, accompanied with much greater control over their tenants' agricultural practices to boost productivity on their estates. A radical alternative for institutions was that there were increasingly other avenues open for investment in return for interest, for example industrial and commercial ventures, mortgages and government stock, so the dependence on agricultural estates could have been reduced or eliminated.⁸

Similarly between the sixteenth and nineteenth centuries, very significant changes took place in farming practices. Historians disagree over whether an agricultural revolution took place and if so when it occurred. Kerridge argued for an agricultural revolution in the sixteenth and seventeenth centuries; Jones for the period 1650-1750 and Mingay and recently Overton for 1750-1850 as the classic years of the Agricultural Revolution. National statistics about crop acreages and livestock numbers were only collected regularly from 1866 before that date agricultural data can only be assembled from occasional enquiries and reports and numerous local and estate studies.⁹ To secure

⁸ Beckett, *Aristocracy*, 136.

⁹ Turner M.E., Beckett J.V., and Afton B., 'Taking Stock: Farmers, Farm Records, and Agricultural Output in England, 1700-1850,' in *AgHr*, vol.44,1 (1996), 24.

adequate income from the estate for their spiritual commitments the Chapter needed agricultural innovation on their leasehold land so that tenants could pay an adequate inflation-linked rent. The Chapter's role, if any, in promoting agricultural practices is considered and whether it changed over time, as are the effects of beneficial leasehold on agricultural progress. It is argued that on the Durham Cathedral estate agricultural innovation was spread over a long period of time. Within which, there were two periods of improvements which were very significant: general enclosure of the study area in the mid-seventeenth century and the introduction of new crops and rotations in the early nineteenth century. It will be argued that neither of these merits the description 'agricultural revolution' and thus the study of Merrington supports the view of Joan Thirsk that progress took place over a long period of time with periods of more dramatic change. The thesis suggests that agricultural progress on the cathedral estate was not out of step with most other landlords in the north-east but that the Chapter's role in agricultural improvement was to some degree reduced over time and that of their tenants increased.¹⁰

Durham Chapter's response to these problems and challenges is considered and their reactions and achievements are compared with those of other landlords who faced similar trials. It is argued that for much of their history, Durham Dean and Chapter were more effective estate managers within their terms of reference and the constraints upon them than their critics allow. The fact that the landlord was the Church did not mean that farming practice on the estate was out-dated and inefficient nor did the Chapter profit from their estate to the detriment of their tenants. At least until the late eighteenth century agricultural practice on the estate kept pace with the rest of County Durham. The Dean and Chapter operated within certain constraints which did not apply to secular lords. For example, the Chapter had no rights to buy and sell land to expand or contract their estate. They even inherited the farm sizes and fixed rents of

¹⁰ Brenner R., 'Agrarian Class Structure and economic development in pre-industrial Europe', *P&P*, 70 (1976), 30-95. J.V. Beckett, *The Agricultural Revolution* (1990), 9.

their estate. They were not expected to get into debt, or to make significant profits but rather to manage what existed adequately to provide sufficient income to operate as a cathedral. All decisions had to be made by the corporate body of the Dean and Chapter.

This study is based on Durham Cathedral agricultural leasehold estate which the Chapter were given after the dissolution of Durham Priory.¹¹ The estate was very compact being mainly in County Durham, which was dominated by the Bishopric and Cathedral estates. The Cathedral estate survived in the form it was endowed until the mid nineteenth century.¹² In 1840 the nature of the estate underwent fundamental change as a result of the Whig reforms of the 1830s. The old Priory estate at Durham was not sold as part of the Reformation church land sales as happened to much of the monastic land. Instead, the Priory lands were used to endow the new foundation secular cathedral established by Henry V111 in Durham on 12 May 1541. The endowment comprised virtually all the old Priory lands in Durham between the rivers Tyne and the Tees, including rights to woods, mines, quarries and tithes, only outlying cells such as Lytham were lost to the New Foundation.¹³ Marcombe, who studied

¹¹ . This study is not concerned with that part of the old Priory demesne land which was divided up and allocated as the private land of each stall of the Cathedral, known as the prebend or corps land. Some of the Cathedral estate in Kirk Merrington and Ferryhill had formed part of the Prior and Convent demesne estate but this was intermingled with, and had been leased with, the customary land since 1381 in Ferryhill and 1386 in Kirk Merrington.

¹² . The Dean and Chapter were abolished in 1649 but at the Restoration (1660) regained their estate. No map exists of the whole Dean and Chapter estate in Durham before 1840, only those for individual townships.

¹³ . B. Dobson, 'The Monks of Canterbury in the Later Middle Ages, 1220-1540' in Collinson, *Canterbury*, 152. D.Marcombe, 'The Durham Dean and Chapter: Old Abbey writ Large' in R.O'Day and F.Heal (eds.), *Continuity and Change: Personnel and Administration of the Church in England, 1500-1642*, 127-8. The endowment included land in the townships of: Bearpark, Witton Gilbert, Elvet, Relley, Sacriston Heugh, Gateshead, Over Heworth, Tyne, Hebburn, Wardley, Monkton, Nether Heworth, Hedworth, Simonside, Harton, Westoe, South Shields, Jarrow, Southwick, Monkwearmouth, Fulwell, Sunderland, Dalton-le-Dale, Murton, Dalton, Thorpe by Easington, East Rainton, West Rainton, Moorsley, Moorhouse, North Pittington, South Pittington, Pittington, Eden, Monk Hesledon, Hulam, Hesleden, Burntoft, Billingham, Hartlepool, Hart, Holme, Cowpen and Newton Bewley, Wolviston, Belasis, Great Burdon, Sadburge, Cleatham, Staindrop, Morton Tinmouth, Heighington, Newton Ketton, Aycliffe, Ketton, Newhouse, Coatsay Moor, Nunstainton, Bradbury, Sedgefield, Great Chilton, Kirk Merrington, Mainsforth, Ferryhill, Middlestone, Westerton, Hett, Spennymoor, Hunwick, Haslewell in Hillhouse, Auckland, Landieu, Hilton, Wolsingham, Shipley, Wackerfield, Burnhope, Rookhope, Edmundbyers, Muggleswick, Greencroft, Cornsay, South Lintz, Lanchester, Iondhouse, Rowlands Gill, Underside, Iveston, Bushblades, Kyo, Peth, Fulforth, Broom, Aldin Grange, Houghall, Shincliffe, Croxdale, Hunter Banks, and St. Oswalds in Durham City and lands in Northumberland and Yorkshire.

policies for the estate as a whole in the sixteenth century, estimated that the land endowment provided three-quarters of the Chapter's corporate estate income and the tithes provided the other quarter. The total rents of the endowment were about £2,000 in 1541.¹⁴ Lands were very clearly specified.¹⁵ This endowment made Durham one of the wealthiest cathedrals which undoubtedly helped the Chapter in their work. The Dean and Chapter depended on their estates for all their income, revenue was intended to balance or very slightly exceed expenditure. The New Foundation received the Priory lands but its purpose as a secular cathedral was very different from the Priory. Henry VIII tried to emphasize the difference by changing the dedication of the Cathedral from 'St. Mary and St. Cuthbert' to 'Christ and the Blessed Virgin Mary' to emphasize the break with the monastic past. However, the Reformation took a long time to achieve and the 1540s and 1550s were a period of transition. The first Dean and canons were Catholic clergy from the Priory. The estate work they did and was very similar to that carried out by the monks. Prior Whitehead became the Dean as was common practice in new foundation cathedrals, apart from Canterbury. Monks became canons and minor canons. Marcombe commented that about half of the Durham monks, 'the most articulate and intelligent members of the monastic community' joined the New Foundation Cathedral. Protestant recruits did not appear until the 1560s with the appointment of James Pilkington as bishop and William Whittingham as dean.¹⁶

Operational rules for estate management and tenure were given to Durham Chapter as part of the Cathedral statutes by Henry VIII. The estate was to be let on twenty-one-year leases at fixed rents. The system was introduced in the sixteenth century and continued on the Durham Cathedral estate beyond 1840. Twenty-one-year leases (or leases for three lives) at fixed rents were promoted by the Crown as the appropriate

¹⁴. Marcombe, 'Thesis', 95.

¹⁵. This was unlike the Crown Lands where the monarch appeared to be in ignorance of what was owned and what was let to whom. Hoyle, *Crown Estates*, 181.

¹⁶. Marcombe, 'Old Abbey writ Large', 127-8. *The Statutes of the Cathedral of Durham, Surtees Society vol. 143* ed, A.H. Thompson (1929), 21.

means for leasing church land from 1540.¹⁷ Leasing for a fixed rent was in common usage in the early modern period on corporate estates, whether ecclesiastical or secular, for example Oxford and Cambridge colleges and on some aristocratic estates, for example the Percy estate in Northumberland. It became known as 'beneficial leasehold' because the effects of inflation made the fixed rent well below the market value of the land. Thus the leases could be tempting to people of substance who regarded the lease as an investment not as a commitment to farming.¹⁸ The long leases were intended to give tenants security of tenure at reasonable rent so that tenants would invest in the conservation and improvement of their lands saving the landlord from detailed involvement in farming practice. During the sixteenth century in response to inflationary prices the Chapter started to charge fines on entry and renewal of a lease to bridge some of the gap between the fixed rent and the increasing value of the land.

The effect of beneficial leases on the Durham estate will be considered to establish whether they encouraged or discouraged agricultural investment and if their effectiveness changed over time. The effect of this tenure on the landlord's total rent made up of fines and fixed rents; the tenants; land use, agricultural improvement and land values will be considered. Whether landlord or tenant were responsible for the estate and whether this changed over time will be considered, together with whether the tenants had adequate income to invest in their farms. Turner, Beckett and Afton have recently published their study of rents per acre which they use to present an index of average rent per acre in England from 1690-1914. They omitted beneficial leasehold because of a lack of multiplier to convert fixed rents into rack rent equivalents. Study of the long time series of rents and fines for Merrington, unbroken from 1660-1840 can go some way towards filling this gap for the Durham estate.¹⁹ Fines added to fixed

¹⁷. From 32 Henry V 111 cap. 28. This power was extended to Bishops and Archbishops by 1 Eliz cap. 19 and to Oxford and Cambridge colleges by 13 Eliz cap. 10.

¹⁸. Howard, *Cambridge*, 27. P. Brassley, *Agricultural Economy of Northumberland and Durham 1640-1750* (1985), 77-80.

¹⁹. M.E. Turner, J.V. Beckett, B. Afton, *Agricultural Rent in England, 1690-1914* (1997), 3. Records of fines were not kept before 1660 as they were part of the personal income of the Dean and Chapter so similar studies for 1541-1642 are not possible.

rents indicate the landlord's return from his land. For Merrington this cannot be offered on an annual basis but because farms descended at the will of the tenant and the new occupant merely renewed the existing lease, the fines were for renewals of twenty-one year leases every seven years and can be used to reveal decadal trends in total rental income per acre. Thus rents and fines received for Merrington from 1690-1840 can be compared with average rents per acre calculated by Turner to assess Durham Chapter's return from their lands in comparison with national English figures. This comparison sheds light on the controversy over whether cathedral landlords favoured the accumulation of wealth or, by contrast, failed to make an adequate return on their land. These questions are considered mainly in chapters three and five. For the future, cathedral estate studies could provide more information about the rental contribution of beneficial leaseholders. For example an analysis would be possible of the rents and fines for individual properties in each township listed in the Durham Chapter renewal books from 1660-1840 in combination with acreages for each agricultural township from the eighteenth century estate surveys of individual townships to estimate a decadal rent per acre for the period.

In Durham the beneficial leasehold system was complicated as Chapter tenants claimed tenant right from the sixteenth century and received some recognition from the Chapter. Tenant right was a customary border tenure, offering tenants low rents and security of tenure in return for military service, defending the Crown's interest against the Scots. Study of other beneficial leasehold systems is necessary to establish whether all the features of the tenure in Durham were common to all beneficial leasehold estates or if any were particular to Durham because of tenant right.

Study of the whole period from 1541-1840 was selected because many of the problems, constraints and questions faced by the Chapter were applicable to the whole history of the estate. During the three hundred years significant changes did occur but not at a very rapid rate. Tenure throughout the period remained beneficial leasehold and one of

the main arguments of this study is that agricultural innovation and progress took place within this system of tenure and was not dependent on organisational change. This cannot not be argued without studying the whole period of operation. To have started the study in 1660 would have left unanswered many of the most interesting questions considered in this thesis. One of which was whether the Dean and Chapter estate administration established at the Restoration was new and thus the product of abolition, or whether most, or all, of it was already in existence before the Civil War, indicating that Durham Chapter were more effective landlords in 1640 than Hill and Tillbrook suggested. Study of the effects on cathedral tenants of the Civil War, a topic which has been little explored, would have been impossible without knowing who were the tenants before the Civil War.²⁰ After 1660 there is no logical end point until national reform spelt the end of the estate in its early modern form. To have stopped perhaps at 1775 would leave Durham Cathedral estate management not out of line with many secular landlords but would have been misleading in view of the much wider gap which opened between Durham Chapter and progressive secular estates of the early nineteenth century.

Ideally the whole of the Durham Cathedral estate would have been studied but the time allowed and space permitted within the bounds of this thesis made this too great a task. The arguments are developed from a detailed study of a portion of the Cathedral estate, Kirk Merrington parish. Selection of only a portion of the estate enabled all the estate records to be studied for the whole period. The study area was made up of forty-eight farms in 1541, each of 100-160 acres.²¹ A parish, rather than manor, was chosen as the unit of study as the manor was declining in importance by 1541, a decline which continued rapidly in the first hundred years of this study. Kirk Merrington parish with its townships of Kirk Merrington, together with associated villages of Middlestone and

²⁰ I. Gentles, 'The Sales of Bishops' Lands in the English Revolution, 1646-1660', *EHR*, 95, (1980) 573.

²¹ Brassley, *Agricultural Economy*, 112-133, found similar large farms on the Alnwick and Howard estates in the sixteenth and seventeenth centuries in lowland Northumberland.

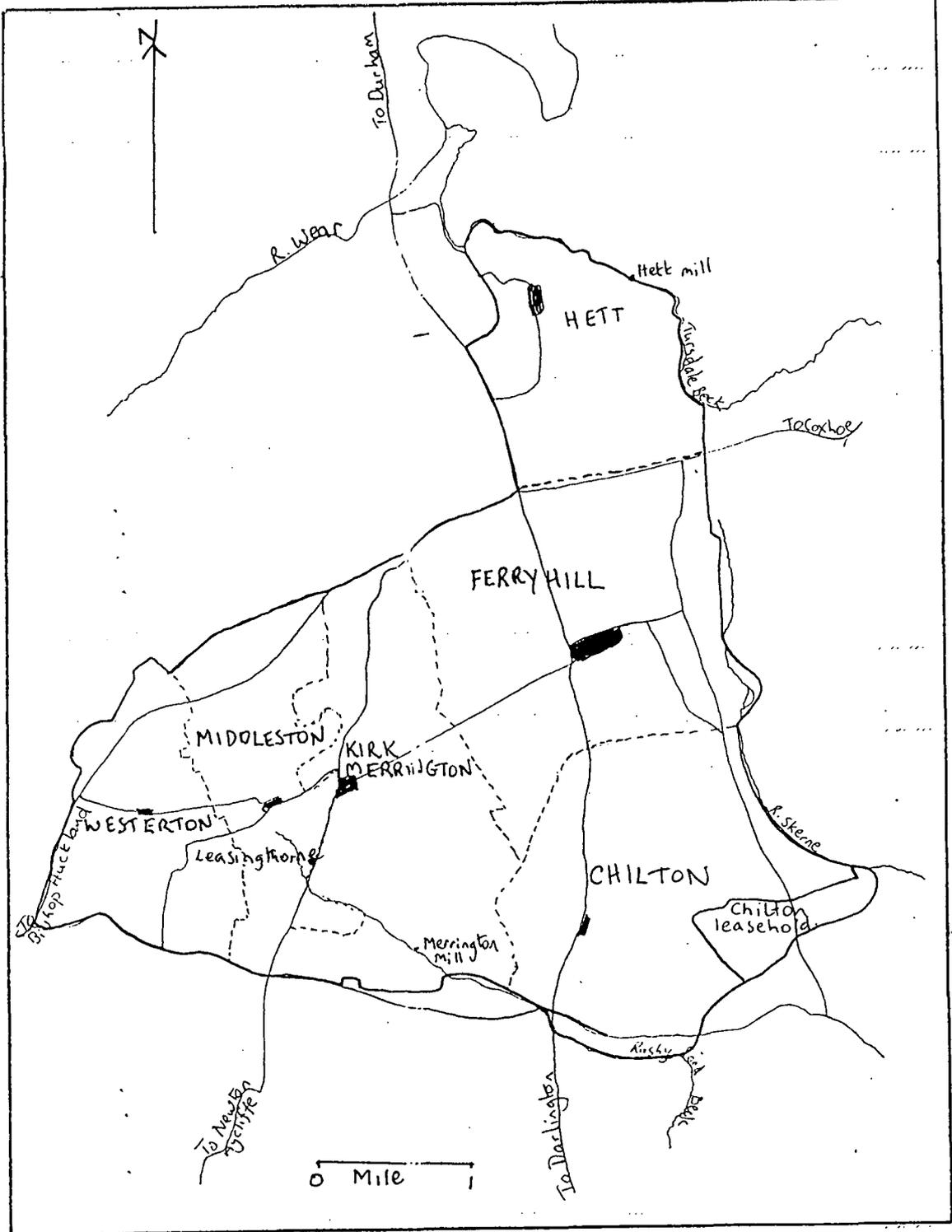


Figure 0.1 The study area of Merrington.

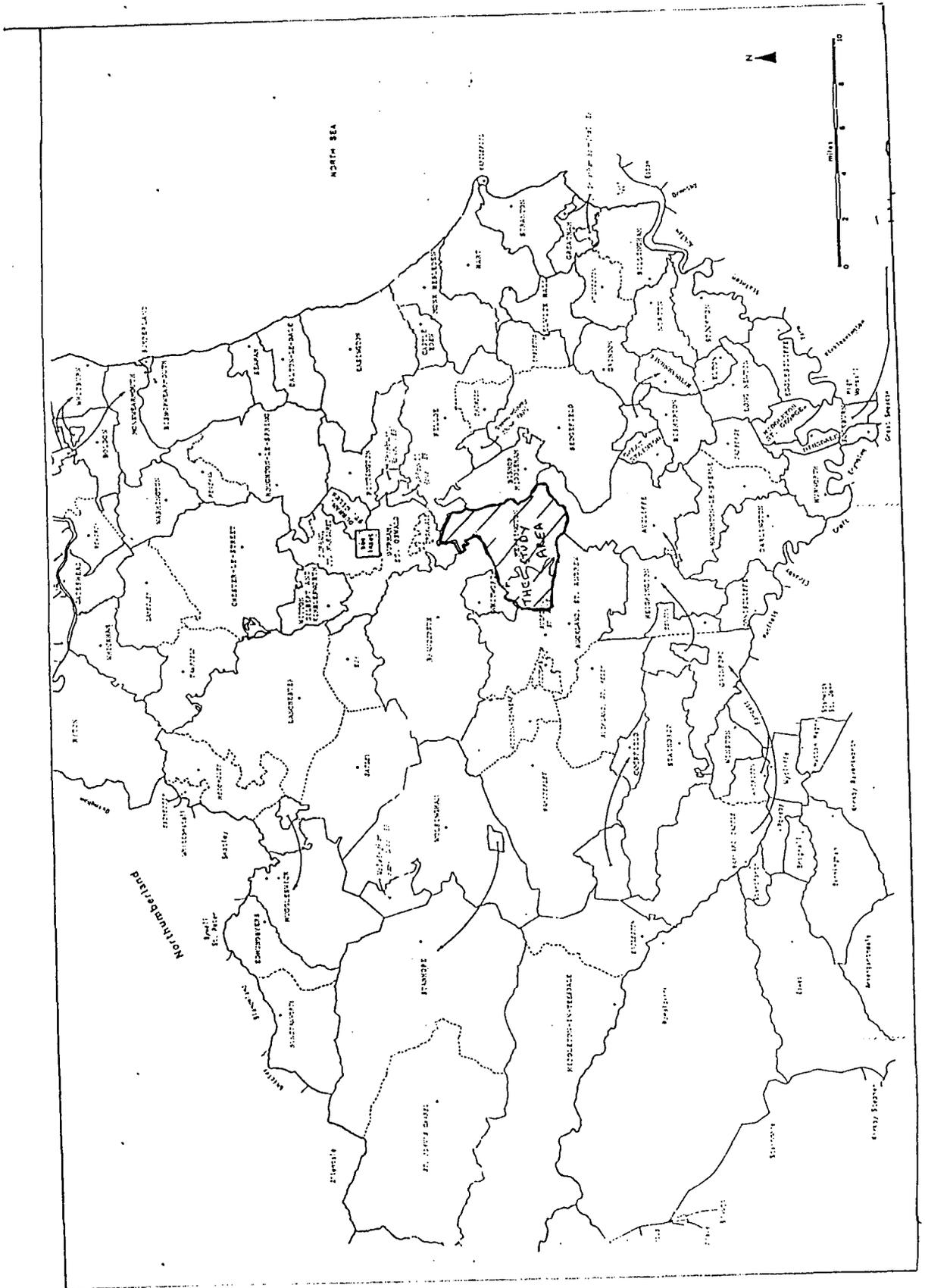


Figure 0.2 Merrington within County Durham.

Westerton; Ferryhill; Hett and Great Chilton, was chosen for the study area because it was representative of the Durham Cathedral agricultural estate as a whole: most of the land within the parish was cathedral leasehold and in agricultural use throughout the period of study. Figure 0.1 shows the townships of the study area and figure 0.2 shows their location in County Durham. In the sixteenth century it was a mixed farming area, despite the cold and short growing season of some 200 days. In Kirk Merrington, Ferryhill and Hett, and possibly in the other townships, each farm or tenement held land in three open fields which surrounded a nucleated village as was common in other villages of the north-east lowlands.²² Other Durham Cathedral estate townships of the north-east lowlands, such as Billingham, Cowpen, Pittington and Shincliffe, were divided into farms of similar size and values. Passing references to the other townships in the Chapter Acts suggest that all townships shared similar estate problems and similar decisions were made.²³ Merrington was also chosen for this study because it remains to this day an agricultural parish and, although coal mining took place in Merrington, it never overwhelmed the agricultural interest as happened for example in Whickham.²⁴ Chapter leasehold land in Kirk Merrington amounted to some 4,600 acres. In addition about 1,500 acres in St Andrew Auckland parish were included in the study as this comprised the two townships of Middlestone and Westerton which were satellites of Kirk Merrington. Together these lands represented some ten per cent of the cathedral agricultural estate. The study area had been part of the main Priory estate for which the bursar accounted, with the exception that most of Hett was part of the communar's estate.²⁵ The extent of the bursar's estate before 1539 is shown on figure 0.3, on which the townships of the study area are underlined.

²² . Brassley, *Agricultural Economy*, 4, 8, 112. For example, CC DCD Reg. 13, fols. 49-50. A farm with a share of the open fields was known as a tenement in northern England. (Brassley, 112).

²³ . For example, CA, 7 April 1636.

²⁴ . D. Levine and K. Wrightson, *The Making of an Industrial Society Whickham 1560-1765* (1991). ix.

²⁵ . Lomas R.A., 'Durham Cathedral Priory as a Landowner and a Landlord 1290-1540', Ph.D, Durham University (1973), 91., Lomas R.A. and Piper A.J. (eds.) *SS, vol. 148, Durham Cathedral Priory Rentals*, (1989) 7.

MAP

The places shown are those where there was real property that formed part of the bursar's estate, excluding, to the north, Ednam, Norham, Shoreswood, Cornhill, Ellingham, Newton in Coqueddale *al.* Harbottle, and Warkworth, and, to the south, Boston. Townships that were a source of tithes and nothing else are not included.

- | | |
|---------------------------|----------------------------|
| 1. Cramlington | 62. Greystones |
| 2. Newcastle-upon-Tyne | 63. Newton Ketton |
| 3. Prudhoe | 64. Woodham |
| 4. Gateshead | 65. Nunstainion |
| 5. Jarrow | 66. Mainsforth |
| 6. Willington | <u>67. Kirk Merrington</u> |
| 7. Wallsend | <u>68. Middlestone</u> |
| 8. Heworth | 69. Westerton |
| 9. Felling | <u>70. Great Chilton</u> |
| 10. Follingsby | <u>71. Ferryhill</u> |
| 11. Hebburn | <u>72. Hett</u> |
| 12. Monkton | 73. Spennymoor |
| 13. Hedworth | 74. Bishop Auckland |
| 14. Preston and Simonside | 75. Hunwick |
| 15. Harton | 76. Hamsterley |
| 16. Westoe | 77. Woodfield |
| 17. South Shields | 78. Hunstanworth |
| 18. Monkwearmouth | 79. Edmundbyers |
| 19. Fulwell | 80. Muggleswick |
| 20. Southwick | 81. Healeyfield |
| 21. Silksworth | 82. Fordhouse |
| 22. West Rainton | 83. Bearpark |
| 23. East Rainton | 84. Aldingrange |
| 24. Cocken | 85. Broom |
| 25. Ravensflat | 86. Relley |
| 26. North Pitington | 87. Houghall |
| 27. South Pitington | 88. Durham City |
| 28. Moorsley | 89. Northalerton |
| 29. Ludworth | 90. Brompton |
| 30. Dalton-le-dale | 91. North Otterington |

(Source 55/98)

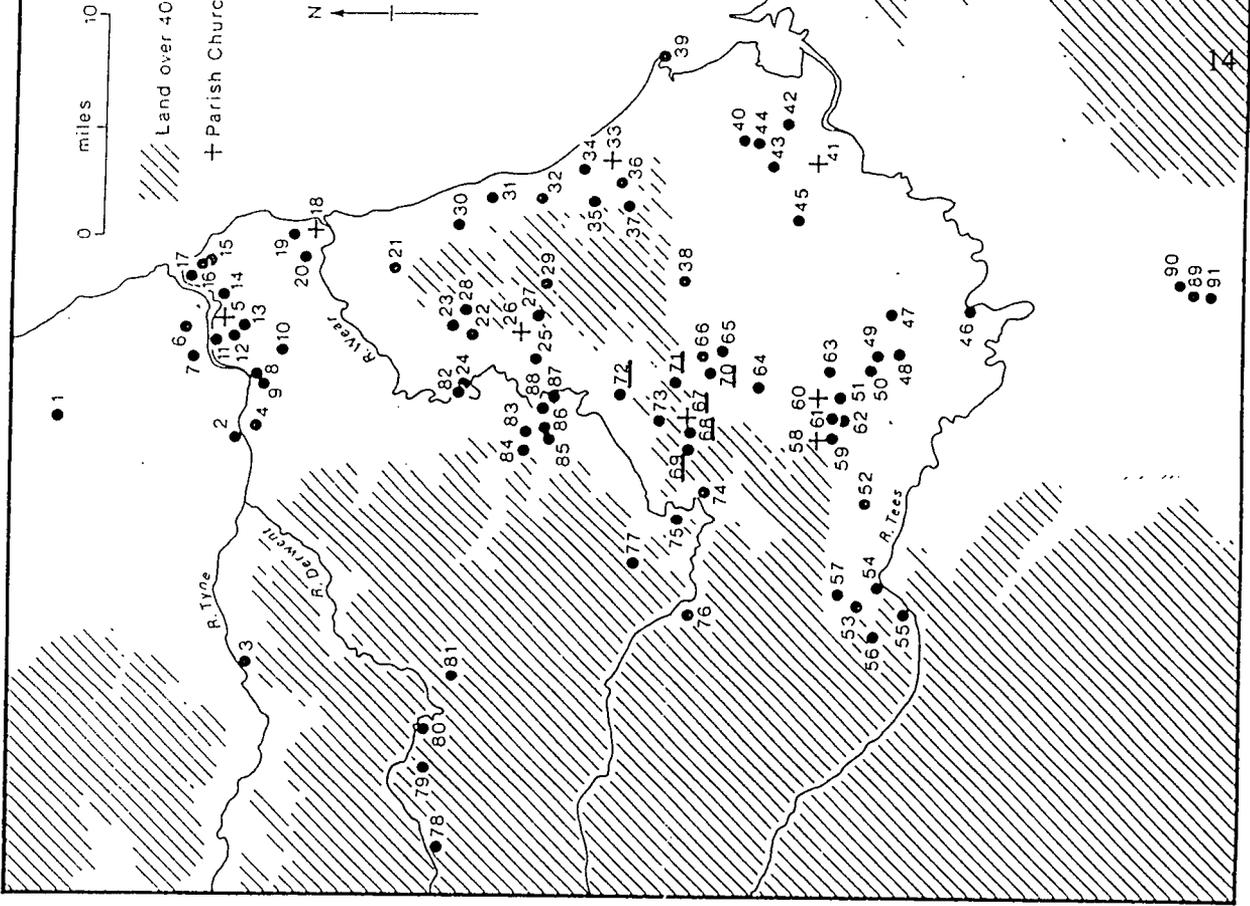


Figure 0.3 The bursar's estate under the Prior and Convent with the Merrington townships underlined.

Merrington parish straddles a Magnesian limestone ridge which contained the coal deposits and facilitated the drainage of the early mine workings. The first mining lease granted by the Dean and Chapter in Merrington was in 1563 for a mine in Ferryhill. Mining continued alongside farming especially in Ferryhill throughout the period of study.²⁶ At first it was small scale but by the late eighteenth century and early nineteenth century, mining represented a serious alternative source of employment and an increasingly important source of revenue for the Dean and Chapter. Population overall grew during the period of study: Paul Brassley estimated that the number of families in Kirk Merrington Parish was 161 in 1662, 196 in 1736 and 214 families in 1801. Population in the study area grew rapidly in the first forty years of the nineteenth century with the increase of mining from 1202 in 1801 to 1906 in 1841.²⁷ This thesis is primarily an agricultural study, so discussion of the development, significance and effects of mining is confined to chapter five which considers the period when mining had greatest impact on the study area.

The limestone ridge rises from the coast near Hartlepool and runs east to west in the study area through the townships of Ferryhill, Kirk Merrington, Westerton and Middlestone. West of Westerton, the ridge falls away rapidly, east of Ferryhill, there is a gap in the ridge for the valley of the river Skerne. Apart from the coal deposits, the ridge was also significant in the history of Merrington as it yielded plentiful supplies of lime for farming. The soil over the ridge was a dry loam.²⁸ The area has good communications to the market towns of Durham and Bishop Auckland and the Great North Road runs between Kirk Merrington and Ferryhill.

The history of the estate can be examined as the Chapter were corporately responsible for their estate and had to keep minutes of their policy decisions, copies of all leases

²⁶ . CC DCD Reg. 2, f.149.

²⁷ . Paul Brassley used the Hearth tax Returns for 1662, Bishop Chandler's Visitation of 1736 and the Census of 1801 E. Mackenzie and M. Ross, *An Historical, Topographical and descriptive View of the County Palatine of Durham (1834)*. 1851 Census.

²⁸ . J. Bailey, *A General View of the Agriculture of the County of Durham (1810)* 9.

and central accounts for the yearly audit. The Durham estate was large and the records have survived well, study of which contributes to national knowledge about cathedral estates. The sources used for the study of Merrington are the formal estate records of the Dean and Chapter and the probate records of their tenants held in Durham. The estate records were the management papers for the Cathedral estate. One of the strengths of the source material is that leases granted for all the Merrington properties, survive for the whole period from 1541-1840 (except 1642-60) in the form of registered copies in Dean and Chapter registers or, from the mid-eighteenth century, as counterpart leases. The total number of records of leases granted for the study area in this period is 2585.²⁹ The registers should contain copies of all leases sealed by the Chapter which give tenants' names, place of residence and status. The history of each farm can be studied, although tracing lease renewals for each property before 1660 does present problems as lists of renewals by farm were not kept until after the Restoration. Fortunately the Chapter had to identify the farms for their own benefit and most leases contained clauses indicating the name of a previous tenant, for example, 'now or late in the tenure of Robert White'.³⁰ Such descriptions were often retained through a number of demissions making linking up grants of lease to each individual property possible. The lease registers are the sole record of the granting of leases before 1660 so no check is possible on how fully they were kept but the impression given is that they were full records. Annual receivers' books exist with a few small gaps for the whole period of study. They list all tenants paying rent by township and assist in linking tenants with their farms.³¹ The tenants' names, single or joint tenancy, place of residence, and status were extracted from the lease registers. In the sixteenth century 177 tenants were named in Merrington Dean and Chapter leases; 293 were named in the first forty-two years of the seventeenth century; 458 from 1660-1699; 725 from 1700-1749; 815 from

²⁹ This is made up of leases in lease registers before 1660 and leases recorded in the renewal books of the Dean and Chapter from 1660. The latter usually also survive in lease form after 1660 in the registers and from the early eighteenth century in counterpart leases. For discussion of exceptions see chapter 1.

³⁰ CC DCD Reg. 9, f.682.

³¹ DCD Registers 1- 13; Receivers Books 1 - 40.

1750-99 and 653 from 1800 to 1840. After 1660 the task of matching was made easier by the renewals' books which listed each lease for each property and the fines paid at each grant and renewal of lease. They survive from 1660-1840 and give the name or names of the tenants at each renewal together with rents and fines paid. The registers, receivers' books and renewals books were used first to extract all entries relating to Merrington. Then the process of allocating each entry to the appropriate farm began. Where figures of money are used in the text, they have been left in shillings and pence where they are quoted directly from a document. Where money figures have been estimated and calculated, the sums have been converted to decimal amounts.

When the names of tenants had been established the probate records were searched for all wills bearing the names of the Merrington tenants and for any possible sub-tenants. The probate records yield information about the economic status of the tenants and whether they personally farmed their leasehold lands. Wills survive for the whole period. Inventories survive from 1562-1706. The total sample of wills and inventories for the period 1541-1840 in Merrington is 295 wills and 121 inventories. For the period 1541-99, forty-three wills and twenty-nine inventories survive, from 1600-59 thirty-seven wills and thirty-four inventories, from 1660-99 a surprisingly high fifty wills and fifty-three inventories survive, from 1700-49 thirty-seven wills and five inventories, from 1750-99 sixty-seven wills and no inventories and finally from 1800-40 sixty-one wills survive.³²

Once the framework was established other records were consulted to develop the study. The Chapter Acts or minutes of Chapter meetings were then an invaluable source as they are the record of all policy decisions relating to the estate in general and particular instances which affected Merrington. Chapter Act books survive from 1578-83, 1619-88, and from 1691-1840. The strengths of the claim of tenant right were assessed from some of the landlord records and from the tenants' wills. Agricultural

³² DP, Wills and Inventories 1541-1840.

progress in the study area was evaluated using enclosure records, estate surveys and valuations and tithe records. Chapter involvement in agricultural progress in the study area is deduced from the Chapter Acts and entries in the renewal books for individual farms. Audit books survive from 1678-1840. Additionally there are boxes of loose papers which relate to the individual townships, and to many topics, for example disputes over tenant right from 1660-64. Some Merrington manorial court records exist for the seventeenth century and contain a little information about common field practice and enclosures. For the sixteenth century, there is a collection of papers, known as the *York Book*, mainly about the dispute between the dean and chapter and their tenants in the 1570s, which were kept at York and later returned to Durham. From the late eighteenth century a wider range of sources are available including the letter books of private individuals who worked partly for the Dean and Chapter.

The first survey of the whole Cathedral estate by the Dean and Chapter was in 1580. It was a rental based on existing deeds, for example, leases and rental lists and recorded only who the tenant was and the rent payable. There was no attempt to measure or map the land. Details of lottery leases and concurrent leases were noted in the rental.³³ A further rental of the leasehold estate was made in about 1628 using similar techniques and recorded in the receiver's book. Two copies were made: a fair copy and a working copy which stayed in the Chapter office and was amended for some individual properties for about fifty years. Particulars about each property and the tenants were taken from leases and receivers' books as no actual survey of the lands was made. The descriptions of the tenants stayed the same and made it possible to identify each farm from the lease registers.³⁴ In the 1650s for the sales of dean and chapter lands, surveys were made of all of Merrington.³⁵ Again the lands were not measured but local records

³³ This survey is printed in *Surtees Society vol.82, Durham Halmote rolls, vol. 1(1889).*

Appendix

³⁴ CC DCD Receivers Books 34 and 34A.

³⁵ PRO C54.

and descriptions of property boundaries were used and estimations of land holdings in rounded acreages were made, together with a note of rents and estimated values.

The first actual surveys and mapping by surveyors employed on contract by the Dean and Chapter were carried out in Merrington in the 1760s and 1770s. Each tenement was broken down into parcels and measured in acres, roods and perches. Plans and survey books were produced. These new surveys and plans did not affect lease descriptions which continued to use old descriptions of farms and to cite the names of previous tenants. Not until the 1790s did land agents employed by the Chapter survey and value each property before the renewal of the lease. It was not until the 1840s that plans of individual properties were added to the leases and only in the 1860s were measurements checked and the acreages described in the leases as 'by recent survey' or 'by admeasurement'.

The land tax records for the late eighteenth and early nineteenth centuries survive for Merrington and have been used for information about sub-tenancy. The enclosure documents which survive for Merrington are firstly, the Dean and Chapter's records of enclosure and exchange of virtually all of Ferryhill in 1637; of the enclosure of some of the open field and moor in Kirk Merrington in 1666; of Westerton Moor in 1698. In addition there is a Chancery award for the division of Hett open fields and meadows in 1668. The tithe maps and apportionments for all the townships survive from the nineteenth century. The tithe records for each township do not distinguish between leasehold and freehold lands but by using earlier plans by way of comparison the leasehold can be extracted and its land use studied.

Additionally for the properties which were retained by the Dean and Chapter after 1872, many of which were in Ferryhill, some title deeds recording the history of the properties, generally from the mid eighteenth century, do survive in St Helen's Chapel. For Ferryhill and two Kirk Merrington farms, the reasons for the descent of properties

can be seen in these title deeds. The Longstaffe Papers in the Cathedral library have also been examined for information about the opposition to enfranchisement of Durham cathedral estate in the nineteenth century. The Church of England record office also had information about the enfranchisement of chapter lands in the nineteenth century.

The source material available for this study does have certain limitations. The material is entirely from the viewpoint of the landlord. They are the formal administration, policy and rent collection records for estate management but they contain little information about the day-to-day running of the estate so for the most part estate administration has to be viewed from the top down. No individual farm accounts for tenants' farms in the study area have been discovered. For most of the period, they were probably never kept as the scale of the individual enterprises did not necessitate farm records. Even the surviving Eden papers (covering parts of Kirk Merrington, Middlestone and Westerton) relating to the late eighteenth and nineteenth centuries were mainly deeds and similar legal documents not farm records. Unfortunately, the probate inventories were not preserved after 1706 and their value as an agricultural source is severely limited as crops are not individually valued. The inventories so far as this study is concerned give an indication of the tenants' wealth. Apart from some details in the surviving probate inventories from 1550-1706 and occasional references in the Board of Agriculture reports of the early nineteenth century, there is no real insight into the development of livestock breeding in the documents studied so this area will not be a significant feature of this thesis. Similarly there is no significant evidence about whether more agricultural machinery was used towards the end of the study period.

There are also a few problems of omission. The records in principle run throughout the period but there are certain limitations. From 1670-1720 about a third of all grants of lease were missed out of the registers. Only the lease register entries give the occupation or status of the tenant and his place of residence. For the period from 1541-

1642 it is not possible to ascertain whether individual renewals were omitted from a register as no renewal books were kept.

A further problem arises from the gap in the Cathedral estate records during the Civil War and Interregnum from 1642-1660: it is possible to fill some of the void by study of the records of sales of church lands recorded on the Chancery close rolls and now kept in the Public Record Office but the parliamentary surveys of the Durham cathedral estate do not survive.³⁶ What happened to the parliamentary survey of the cathedral estate in the Interregnum, and when, is a mystery, but only a portion of the Muggleswick entry now survives from the whole estate. There are only two references to the parliamentary surveys in the Chapter Acts from 1660-1870 and both relate to the Muggleswick entry, so the likelihood is that the rest of the survey was lost at or before the Restoration. The close rolls were studied to discover whether Merrington tenants, their agents or other parties bought their properties in the Interregnum sales of cathedral lands. There are about sixty close rolls for each year 1649-1660 with up to thirty transactions on each. Palmer's *index locurum* lists all dean and chapter sales by the first place in each transaction.³⁷ Resale of dean and chapter properties by agents to tenants or to other purchasers was much harder to trace. As a result of doubts about the legality of transactions, some purchasers recorded subsequent sales in Chancery but there was no requirement to do so.³⁸ There is a contemporary index of sales by purchasers' names in the Public Record Office but no place of residence is given. A search was made in this index for tenants' names from before and after the Civil War and Interregnum, and for names of known purchasers and all possible sales were then examined. From this search and from discovering second sales grouped with first time Durham sales, five groups of second sales for Merrington have been found. The searches, including some sampling of the close rolls, have shown that sales were

³⁶ PRO Chancery Close Rolls (C54).

³⁷ PRO IND, 1/17355. CC DCD Renewals Book 2.

³⁸ Thirsk, 'The Sales of Royalist Land during the Interregnum' in *EcHR 2nd. ser.* (1953), 188-207.

recorded on the Chancery rolls by geographical area and that probably all the registered second sales relating to Durham tenants' land have been identified.³⁹ The Shipperdson Papers are also held in Durham University library. They contain useful insights into the role of purchasers of cathedral lands in the Interregnum as do the Thomason Tracts in the British Library.

Whether the Dean and Chapter of Durham were effective landlords will be considered in the following chapters. Chapter one begins with a discussion of the problems encountered by Durham Chapter in establishing a tenurial system. These problems were common to all landlords, whether newly-endowed or well-established, in the sixteenth century who sought to persuade their tenants to surrender customary tenures in favour of leases which facilitated the charging of higher rents and more control over tenants. The suggestion that charging rent related to the true value of the land meant that chapters preferred the accumulation of wealth to the enactment of their spiritual duties is rejected. The sixteenth and early seventeenth centuries was an inflationary period and Durham Cathedral tenants paid fixed-money rents, so the Chapter had to find a means of supplementing their fixed income to meet their bills. Agricultural progress on their estate was thus necessary to increase productivity so that tenants could afford to pay their landlord an adequate return on the land. Durham Chapter encountered serious opposition to their management plans in the sixteenth century, especially as a result of their tenants claims of tenant right, and some of the means they used to solve the problems were open to criticism. It is argued that achieving a working relationship with their tenants took Durham Chapter virtually all the first one hundred years of their existence. Christopher Clay's belief that chapters by 1642 were rentiers who let their lands in large blocks to substantial tenants who were tempted by the investment potential of beneficial leases is also investigated.⁴⁰ Chapter one ends with

³⁹ . PRO Long Room, Indenture index.

⁴⁰ . Clay C., 'Landlords and Estate Management in England' in Joan Thirsk (ed) *The Agrarian History of England and Wales* V:ii (1985), 156.

an analysis of how effective the Chapter's management system was when war devastated it in the 1640s.

Chapter two considers the devastating consequences of the Civil War and abolition of deans and chapters for Durham cathedral estate and in particular for its tenants whose farms were sold as part of the Interregnum land sales of capitular lands. Chapter three considers how effectively and quickly Chapter estate management and agricultural innovation recovered after the Restoration. Minor reform was needed from 1660 but in the main it is argued that the Chapter recovered very quickly as their administration by 1640 had been effective and they were able to recreate it. The serious financial plight of many tenants as a result of the costs of abolition and restoration of their landlord is highlighted, and it is argued that this continued to be a problem for the rest of the seventeenth century, contributing to rent arrears and the division of farms.

Chapter four examines the Chapter's positive response to increased professionalisation of estate management in the eighteenth century and compares their management achievements and the agricultural development on the estate by the third quarter of the eighteenth century with those of other landlords.

The Chapter's lack of response to the rapidly changing role of many landlords in the nineteenth century is examined in chapter five. It is argued that by 1840 the gap between Durham Chapter and progressive secular landlords as promoters of agricultural innovation was very apparent. The Chapter's return from their agricultural land is compared with national rental figures as is their response to industrial development. It is emphasised that significant agricultural innovation did take place on the Merrington estate in the nineteenth century without any change in beneficial leasehold tenure but it was entirely at the tenants' initiative and the greater incomes resulting enabled the tenants to pay the increased fines demanded by the Chapter in this period. Chapter six considers the nineteenth-century arguments and events which led to the abolition of the

Chapter estate and its beneficial leasehold tenure in its early modern form, following the government's realisation that a much greater return on church land could be achieved by fundamental changes in the nature of cathedral estates and their management.

CHAPTER ONE. FOUNDATION TO CIVIL WAR: THE PROBLEMS OF IMPLEMENTING A LEASEHOLD SYSTEM.

A long time span is considered in this chapter because it took Durham Chapter nearly one hundred years to establish their system of estate management which became known as beneficial leasehold. Tillbrook believed that Durham Chapter in the sixteenth and early seventeenth centuries neglected their estates, Hill that cathedrals from 1583-1642 became inactive rentiers who anticipated income by granting long leases.¹ This chapter argues that detailed study of Merrington does not support these views. Durham Chapter had very serious tenurial and financial problems in the sixteenth century, especially in the 1570s, because their tenants claimed tenant right, refused leases and objected to fines, which compensated for fixed rents in an inflationary period. In the ensuing conflict, the Chapter used means to compel their tenants which attracted much criticism but by the 1620s a compromise was reached which largely solved the problems of tenure and finance on the Cathedral estate. The Chapter's relations with their tenants were more interventionist in the sixteenth century than they became in the late seventeenth century when the principles of the tenurial system had been accepted by both sides.

It is further argued that the co-operation established between landlord and tenants encouraged agricultural progress to take place especially from the late 1620s. These improvements were only interrupted by the Civil War and not altered in any fundamental way. In this way Durham differed from other Cathedrals where only the shock of abolition led to reform and effective systems of estate management, for

¹. Tillbrook, 'Aspects of Government', 7. Hill, *Economic Problems*, 11.

example Norwich, where leases for more than seventy years had been granted before 1640.²

The extent to which agricultural improvements were the work of landlord or tenants is also considered. Brenner suggested that capitalist landlords were responsible for significant agricultural progress because only they could afford to invest. Brenner cited Townshend, Coke and Bakewell. Croot and Parker showed that some improvements like manuring, new crops and even convertible husbandry could be undertaken on land of any size. Agricultural innovation on Durham Cathedral estate in the mid-seventeenth century, which involved general enclosure of the townships, will be shown to be an example of partnership between landlord and tenant which Kerridge believed to be critical to progress in this period.³

Section A. Statutes and personnel.

The Durham Chapter operated within estate management rules set down by the monarch in the statutes for the Cathedral Church of Durham which were drawn up by Henry V111 although this edition no longer survives. The statutes were formally given to Durham in 1555 by Mary 1. Marcombe wrote that 'the whole life and tone of a cathedral was governed by its statutes.... no two sets are alike'.⁴ The statutes applied the same rules to management of the whole estate: Merrington was representative of management on all the Durham Chapter estate. Decisions had to be taken by the

² Mussett P., 'Norwich Cathedral under Dean Prideaux, 1702-24' in Marcombe D. and Knighton C.S., (eds.) *Close Encounters* (1991) 90.

³ Kerridge E., *The Agricultural Revolution* (1967). P. Croot and D. Parker, 'Agrarian Class Structure and Economic Development', *P&P*, 78 (1978), 37-47. Brenner R., 'Agrarian Class Structure', 30-75.

⁴ *SS 143*, 141. Marcombe, 'Old Abbey writ large', 141. The original version of the statutes does not survive.

corporate body of the Dean and Chapter. The statutes envisaged the creation of a leasehold system and its retention for ever: no provision was made for change in response to different needs, nor to expand or reduce their estate. The Chapter were given fixed rents to collect worth some £2000 per annum, from the sitting tenants on what had been the Durham Priory estate. The foundation documents included a list of the Priory lands and properties, together with the fixed rents for each which the Dean and Chapter had to charge. All the tenants were to be given leases for twenty-one years. Durham Chapter were expected to conserve their assets to meet their corporate obligations as a cathedral. The Chapter was forbidden to sell, alienate, demise at fee farm, or exchange any manor, land, rents or tenements as the Crown's desire was that this church 'should grow fat not thin'.⁵ They, therefore, did not have the flexibility of secular landlords to increase rents, buy, sell or exchange land to maximise resources. In some areas the Chapter had to formulate their own policy, for example, to cope with inflation and in the degree of intervention in estate matters, including social questions in relation to weaker tenants and the expenditure of capital on the tenanted estate.

The rules defined the duties of estate management personnel and provided for decision-making about the estate. The Dean and Chapter were a corporate body and at least half of the twelve canons had to be present at meetings for decisions to be taken about any action involving the estate. The Dean was responsible for surveying all the estate once a year looking for dilapidation, waste or decay. There was no requirement to view and value a farm property when granting a lease because the rents were fixed. Woodland was very valuable and had to be surveyed and well-managed and preserved and

⁵. SS 143, 95-7, 119.

replaced. All deeds and records of Chapter property were to be kept in the Treasury. In many ways the system specified in the statutes continued the procedures of the Prior and Convent, for example, the Dean was assisted by three officials. This, together with the provision that the Dean and canons had to view the accounts annually, was reminiscent of the arrangements under the Prior and Convent where the Prior was assisted by three officials. The three officials to assist the Dean were to be elected annually at the audit on 20 November and were headed by the sub-dean. The second official was the receiver, who was responsible for collecting rents and arrears, for which he was personally chargeable up to the level of his stipend of £6.13s.4d., granting leases, and for dilapidations, unless the Dean appointed a surveyor. The receiver was to keep a book for each year listing all the properties in each township, the name of the tenant, the amount of rent due and when it was paid. The third assistant was the treasurer who was responsible for expenditure and who kept the accounts, Michaelmas to Michaelmas, and retained any profits until the audit (20 November) when this common fund was shared out with two parts to the Dean and one to each prebendary. The treasurer paid the stipends and the receiver paid him the rents.⁶ The statutes also provided that if the Dean and Chapter did not feel competent to judge the accounts they could appoint an auditor who had to present his own account each November, for which he was to receive the same annual stipend as the receiver, £6.13s.4d. After the audit a book of arrears was to be drawn up and the collection of arrears was to be the responsibility of one chosen member of Chapter, not necessarily the receiver.

⁶ Six out of twelve canons had to agree. *SS 143, 93.*

For remuneration, the Dean and canons each were to have: a fixed stipend; daily pay for days when resident and offering hospitality in Durham; and their share of the common dividend which is the residents' share of any surplus funds, for example money not paid to the Dean or prebendaries as a result of being absent from Durham more days than the statutes permitted and 16s.8d. collected every time the Chapter seal was used. They were also given a benefice or prebend, called 'corps' land reserved from the demesne lands of the old monastery, for which they had to pay a fixed rent to the receiver, to allow them to offer more hospitality. The consent of all the Chapter was required for letting corps lands. Leases of which lasted until the Michaelmas after the Dean or prebendary died or left. The corps lands supplemented prebendal income until these individual estates were abolished by the Cathedrals' Act in 1840. These benefices were initially in the gift of the Crown but from 1556 the Bishop had the patronage of the major canons' benefices. The Dean's corps land was Bearpark, with some adjoining lands, and the tithes of Merrington and Billingham. The canons between them held land in Elvet Hall, the manor of Sacriston Heugh, Witton Gilbert, Muggleswick, Finchale, Relley, Almoners Barnes, South Pitlington, Houghall and Bewley. Tithes, known as by-corps, were also granted to them by 1556.⁷ It was unusual for a new foundation cathedral to have separate estates for its canons: in 1840 only Durham and Ely had such estates.⁸

The main new rule for the Dean and Chapter estate management, which distinguished it from the Prior and Convent system, was that all lands were to be subject to leases for no

⁷. SS 143, 121, 183, 117. The Dean was allowed to be absent from the Cathedral for 100 days per year and each prebendary for 80 days. After 1840 the corps lands were given up as each stall became vacant.

⁸. *Second Report of the Ecclesiastical Duties and Revenues Committee 1836*, 64.

more than twenty-one years with no agreement to renew after this term permitted. No concurrent leases were allowed until only three years of the existing lease were left. Leases could only be granted by the Dean and Chapter meetings.⁹ These Chapter meetings were to be held at least once a fortnight with two general Chapters on 20 November (audit) and 20 July.¹⁰ Accurate record was essential for the Dean and Chapter to prove that they were effective stewards of their endowment, accordingly all leases were to be entered in the registers and sealed once the consent of the Dean and Chapter had been given. The lack of provision for protecting tenants' family inheritance in the leases led to conflict between landlord and their inherited tenants after 1541.

2. Husbandmen or gentry? Who were the tenants, 1541 to 1642?

Christopher Clay wrote that on the eve of the Civil War most of the Church lands were leased out to laymen at very low rents and with fines lower than on secular estates, generally in large blocks to gentlemen and substantial freeholders, who in turn let to cultivating sub-tenants. Clay attributed this to the weak bargaining position of deans and chapters who enjoyed possession of their estates for life only and to a fear of arousing the enduring anti-clericalism of their gentry lessees. As a result Clay found a substantial amount of the profits from ecclesiastical estates were gained by the gentry.¹¹ Howard studying St John's College, Cambridge found similarly that beneficial leases appealed to fellows and outsiders because the reserved rent was less than the actual value of the property so they could profit by subletting. For the larger estates the lessee was usually a substantial man in the district and possibly a landowner himself: he sublet

⁹ The Dean and Chapter were also lord of the manor of Merrington but there was no involvement of the Dean and Chapter's manorial court in granting leases. The court was only concerned with minor civil suits between tenants and enforcing good neighbourhood.

¹⁰ *SS 143*, 187. This was the rule amended from 1556.

¹¹ Clay, 'Landlords', 156.

and made a profit as a middleman or could alienate to another at a profit.¹² Heaton, investigating the Dean and Chapter of Canterbury from 1640-1760, found that Canterbury Chapter preferred to let the estate in large units to substantial landowners and gentry of the county at rates sometimes well under market values. In return the immediate tenants took the administrative burden off the Chapter by supervising the under tenants. Marcombe suggested that the Durham Chapter preferred to let their estates to their own kin in the sixteenth century to make more profit for the Chapter. This section examines whether Durham abdicated responsibility for their estate in the sixteenth and seventeenth centuries to gentry or chapter kin with security of tenure who acted as middlemen. Leases from the Dean and Chapter to their Merrington tenants, together with the surviving tenants' wills have been studied to determine the status of the tenants, whether they were also freeholders and whether they sublet their lands.¹³

The principal township of Kirk Merrington parish was Kirk Merrington (or East Merrington including Shellom, once a separate village). For convenience of reference the whole study area is cited as 'Merrington' and the township as 'Kirk Merrington'. The village of Kirk Merrington lies about five miles south-west of Durham City. The parish extended from Kirk Merrington to within two miles of Durham City. At the western end of the study area is Westerton, some two miles north-east of Bishop Auckland. At its widest point the study area extends five miles from east to west and a similar distance from north to south. Almost all of the townships of Kirk Merrington (1800 acres), Middlestone (800) acres, and Westerton, (650) acres, were made up of Cathedral leasehold estate, except some very small areas paying freehold rents to the Chapter. Four-fifths of Ferryhill, some 1900 acres were leasehold, there was also about 460 acres of freehold land in Ferryhill. In addition, there were two farms or about one tenth of Great Chilton (200 acres), and half of Hett, amounting to 650 acres. Study of the Dean and Chapter leasehold estate in Hett is complicated by the fact that the six

¹². Howard, *Cambridge*, 27.

¹³. D. A. Heaton, 'A Study of the Lands of the Dean and Chapter of Canterbury 1640-1760', unpublished M.A. Thesis, University of Kent (1971). Marcombe, 'Old Abbey writ Large?' 139.

leasehold farms amounted to only half of the 1200 acres of land in the township. Throughout the township freehold land, both Dean and Chapter freeholds, amounting to 258 acres, and secular freeholds were mixed with the leasehold land. This is shown on figure 1.1.¹⁴

All the lands and rents of Merrington survived from medieval practice and were identical to those for the same area in the Priory Rental of 1539 and the pattern had been virtually established by 1517. Kirk Merrington in 1541 was made up of fourteen farms each paying 49s in rent: Middlestone had seven farms all paying 48s.4d; Westerton had four farms each paying £3.0s.41/2d; Great Chilton had two farms paying 40s. and 46s.8d and freehold of Prior Brakes paying 3s.4d; Hett had six farms each paying 20s.4d rent and Ferryhill had fifteen farms paying 49s.2d.¹⁵ Farm sizes ranged in 1541 from 100-160 acres. In Kirk Merrington, Hett and Great Chilton, each farm was about 100 acres. In Middlestone and Ferryhill it was 120 acres and in Westerton 160 acres. The forty-eight farms of 1541 remained the units on which letting was based until 1840. This did not mean that the land holdings were rigid but each lease described the land as an original farm or part of one or a farm excluding certain fields. Where a tenant leased more than one farm or parts of more than one farm, each was let on a separate lease. The effect of this was that many farms in Merrington were not given names in the leases right up to the 1840s and beyond but were known as the farm once tenanted by 'x', a previous tenant. The only exception to this was in Ferryhill where after the enclosure of 1637 new leases were granted which did describe the size and geographical location of the new holdings. Apart from these farms the area in 1541 included the water mills of Kirk Merrington and Hett and four cottages in Kirk Merrington. Ferrylough, a marshy area, was at the far south-eastern edge of Ferryhill. To the north of Ferrylough lay Hostler, originally Hostillar, Meadows let to Ferryhill

¹⁴ . All acreages are taken from eighteenth century surveys and tithe plans of the nineteenth century, together with some acreages for individual farms, for example all Ferryhill farms in 1637.

¹⁵ . R.A. Lomas, 'Studies in the Finance and Organisation of the Durham Priory in the early sixteenth century', unpublished M.A. Thesis, University of Durham (1964). DCD Durham Bursar's Book J. The area of the two Chilton farms is shown on figure 0.1.

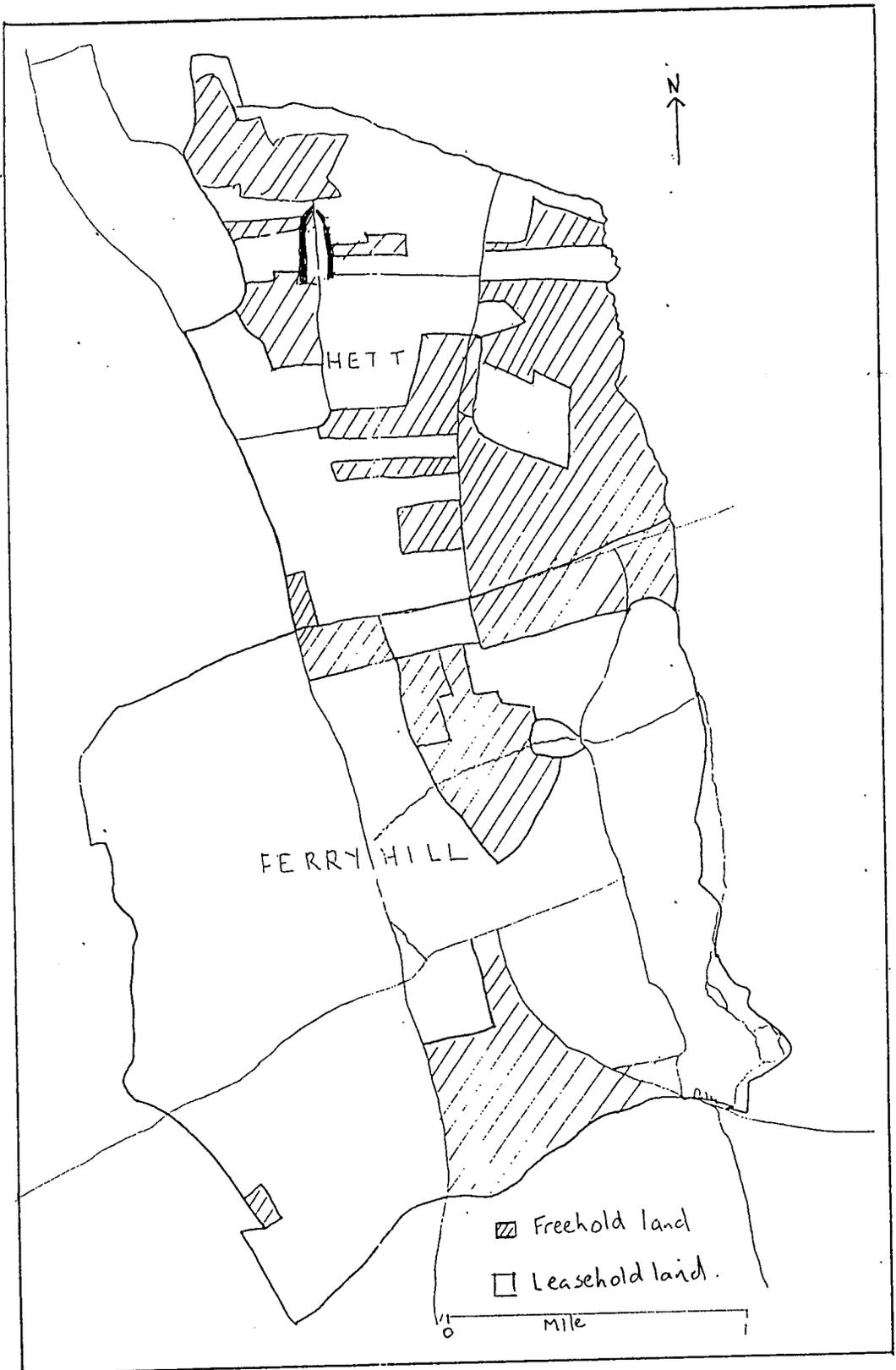


Figure 1.1 Freehold and leasehold land in Hett and Ferryhill.

tenants but the tithe of hay of this piece of land was paid to one of the cottagers in Kirk Merrington from time out of mind. Monks Close north of Ferryhill, in Spennymoor was also let to Ferryhill tenants. Besides the farms in Hett were Hill Crooks, some five acres of meadow at the eastern edge of Hett; Hett Wood and some common rights in Spennymoor.¹⁶

Tenants of all these properties were responsible for paying fixed annual rents at Pentecost and St. Martin in Winter (11th November) to the receiver. The fixed rents totalled £135 some nine per cent of the total fixed land rents paid to the Dean and Chapter.¹⁷ The tithes of Kirk Merrington, Ferryhill, Hett and Spennymoor in Merrington parish belonged to the Dean. In addition, special dues of medieval origin were paid, for example, gillycorn which had been a corn rent to the almoner and *argentum terrarii* but which were paid as money rents to the Dean and Chapter.¹⁸ There was also a tradition of military service for the free tenants which by 1541 was extended to all tenants.¹⁹

The terminology used to describe the farms in 1541 suggests continuance of medieval practices. Each village was described as a 'township', suggestive of medieval practice of collectivist agriculture. Thirsk wrote that in Northumberland, in the sixteenth and early seventeenth century, arable land was occupied on a shifting basis and reallocation of holdings occurred from time to time. A farm meant only a share in the township's land not a fixed piece of territory. Whether such practices occurred in the study area in the sixteenth century is not readily ascertainable from the source material. The description one seventh of Middlestone or one fourteenth of Kirk Merrington suggests communal farming and it is not evident where any fixed open fields lay in Middlestone

¹⁶ DCD LP Box 3 Certificate about the tithe hay of Hostler Meadows, 1661.

¹⁷ DCD RB 37, 1639. The rents for 1639 were the same as 1541.

¹⁸ The land to the south of Dotland Burn in Kirk Merrington was tithe free, indicated by the survey of 1768, CC DCD 13636.

¹⁹ R.A. Lomas, 'Developments in Land Tenure on the Prior of Durham's Estate in the Later Middle Ages', in *Northern History* (1977) 29.

and Westerton. However, open fields dedicated to arable were evident in Kirk Merrington and did exist in Ferryhill by the early seventeenth century.²⁰

Merrington tenants believed they had security of tenure. All tenants' wills in this period reflected their automatic right to bequeath their leasehold land and for their heirs to renew leases. A new tenant did not have to apply for a new lease, he continued with the old one until it was time to renew it.²¹ The will of Richard Liddell in 1605 left his Dean and Chapter farm at Merrington divided one third to his wife and two-thirds to his brother to allow them to care for his children. He had no doubt about the hereditary nature of his holding and his heirs' rights to renew. He made very detailed arrangements for the renewing of the lease, stating that before the lease ran out his eldest son, if still living, should renew it in his own name, and if he had died the younger son should so do.²²

The Dean and Chapter supported their tenants' hereditary interest by endorsing bequests in tenants' wills in subsequent leases. One of the most important examples of this is the case of Joseph Pilkington. Son of a prebendary, he was very closely connected with the Chapter: he believed in tenant right as his 1623 will showed and that belief was endorsed by the Chapter. Pilkington, of Middlestone, who held farms in Kirk Merrington, Middlestone and Westerton left the three farms to his wife for life, instructing her to renew the leases in her own name for the unexpired period of the lease and on expiry to renew them again to her provided that she secured the 'interest and tenant right to their children' for after her decease. The sons were not to have any benefit from the farms during his wife's life. He left to his son, Thomas Pilkington, all his interest and tenant right in his farm at Westerton after the decease of his wife and

²⁰ R.H. Britnell, 'Feudal Reaction in the Palatinate of Durham' in *P&P*, 128, (1990) 35.

J. Thirsk, 'The Farming Regions of England' in Thirsk, *Agrarian History*, iv, 27.

²¹ This did mean that it is not possible to illustrate the effect of plague on Dean and Chapter tenants, for example in 1599 when plague is said to have killed 26 people in Ferryhill. (Mackenzie and Ross, 308). There is not any rush of new leases showing which families were affected.

²² DP, Richard Liddell, 1605.

similarly his farm at Middlestone to his son, Leonard, and his farm at Kirk Merrington to his son, Tobie. In his will he asked his good friends the Dean and Chapter to renew the leases according to the meaning of his will.²³ The Chapter followed his wishes, supporting tenant right despite the fact that this will was made after James 1 had ordered the abolition of tenant right.²⁴ The lease of his Kirk Merrington farm was granted in 1623 to Anne Pilkington, his widow, with a clause preventing Anne from alienating her term or interest and abiding by her husband's will so that Tobie could enter and have the remainder of the term of years and tenant right:

'Provided always that the said Anne Pilkington shall not at any time during her life, alienate her interest, estate or terme of years hereby granted her of the premises or any part thereof or forfeit do or commit any other act or thing whereby to make void or extinguish the same, but that according to the true intent and meaning of the last will and testament of Joseph Pilkington, her late husband, Tobie Pilkington his son shall and may enter into have and enjoy the remainder of the terme of years in the premises unexpired in this present lease together with the tenant right thereof presently after her death anything heretofore contained in this present grant to the contrary in any way not withstanding.'²⁵

The Westerton and Middlestone leases were similarly renewed protecting Thomas Pilkington and Leonard Pilkington.²⁶

All the tenants' wills were proved in the Bishop's Consistory Court and there is no evidence that the court ever contested the tenant right assertions. In one documented action they acted to protect the heir's hereditary right. In 1614 Michael Harrison of Middlestone provided that his farm should be sold by his father and brother and the proceeds shared among his wife and five children. At his widow's request the will was overturned in the Bishop's Consistory Court 'for the good of the children and saving of the farm to the eldest son'. The Court decreed that the widow was to have the farm until the son was twenty-one and then she was to share the farm with her son, with all the farm going to the son on her death, and that in the mean-time she had to renew the lease. There was no doubt in the Bishop's Consistory Court that tenants had the right to

²³ DP, Joseph Pilkington 1623.

²⁴ Hughes P.L and Larkin J.F., (eds.)..Stuart Royal Proclamations, (1983) 1, 488-90.

²⁵ DCD Reg. 9, f.790, 26 June 1623.

²⁶ DCD Reg. 10, f.420 1628,

renew and that it was normal practice for the farms to pass to the eldest son at this time who was responsible for the support of his siblings. The Court also provided that in recognition that the farm was preserved for him the eldest son was to pay to his brothers and sisters £12 each when he reached twenty-one years and if he did not the widow was to occupy and enjoy the whole farm until he did pay.²⁷

From 1541-1642, 470 tenants were granted leases to the Merrington properties. Most leases gave the tenants' status and can be considered in the light of Clay's view that cathedral tenants by 1640 were gentlemen who sublet their land. The evidence from the leases suggests that contrary to Clay's findings, Merrington tenants were of the mainly of the middling sort and were themselves the occupiers and cultivators of their farms. In the sixteenth century, sixty per cent of the tenants were described by status labels of 'husbandmen' or 'yeoman' (husbandmen twenty-three per cent, yeomen thirty-seven per cent). The distinction in status between the categories of husbandman and yeoman is hard, if not impossible, to quantify. Husbandman appears in Merrington to be an older status description which by the seventeenth century was replaced by yeoman. Of the seven inventories from Ferryhill before 1600, which can be identified as husbandmen or yeoman, the average value of the husbandmen's inventories was £57 and of the one yeoman's inventory is £64. For Kirk Merrington only two inventories survive from before 1600 which can be attributable by status, one was of a yeoman and one of a husbandman. The yeoman's inventory was valued at £76.60 and the husbandman's at £140.36. Richard Liddell who described himself as a husbandman in his will of 1605 but who was described as a yeoman by the Dean and Chapter in 1601 left an inventory worth £149.95 and he left legacies to two servants. His widow in 1614 left an inventory worth £185.75.²⁸ Thomas Wood of Merrington described as a yeoman was a

²⁷ DP, Michael Harrison 1614 Will and Award of the Arbitrators.

²⁸ DP, Richard Liddell 1605; *Surtees Society vol. 142*, Wills and Inventories, 9. Elizabeth Liddell 1614. DCD Reg. 6, f.151.

JP in 1597, sitting as a juror at the Quarter Sessions of 1597-8.²⁹ Some twelve per cent of the rest were described by family labels which did not indicate social status, that is 'widow, son, wife, daughter, spinster'. There is some evidence to support Marcombe's belief about letting lands to chapter kin. Twelve per cent of lessees in the second half of the sixteenth century were described as gentlemen. These were mainly in Westerton and Middlestone where the Pilkington family, related to Bishop Pilkington, gained two farms in the 1580s which were renewed in the names of four Pilkington brothers and sisters. Seven per cent of the tenants were bishop or dean's servants mainly in receipt of lottery or concurrent leases. Thus in Elizabethan England, some twenty per cent of Merrington lessees were relatives or servants of the Chapter. Of the 177 tenants named in leases in the sixteenth century, in only eight cases was the status of the tenant not given.³⁰

In the period from 1600-42 only one per cent of the tenants are described as husbandmen and fifty-six per cent are described as yeoman, mostly the families have not changed but sons of husbandmen described themselves as yeomen. Some thirteen per cent are described as gentleman and twenty-three per cent have family labels: widow, wife, son, daughter, spinster. Less than half of one per cent are described as dean or bishop's servant. Indeed, from the beginning of the seventeenth century there is only a little evidence from Merrington of the Chapter letting to identifiable friends.³¹

Yeoman, as a description of status in the Durham Cathedral leases or in wills, does not carry the conventional meaning of owning freehold land. As Mingay wrote, the term 'yeoman' was used by contemporaries in the eighteenth century to describe substantial farmers but not necessarily freeholders. From the seventeenth century in the north yeoman was really a mark of social status and could be applied to freeholders,

²⁹ . *Surtees Society, vol. 199, Durham Quarter Sessions Rolls, 1471-1625*, ed. C. M. Fraser (1987-8) 99.

³⁰ . DCD Reg. 1-6.

³¹ . DCD Reg. 6-13.

leaseholders or copyholders. It is in this latter sense that the term was used to describe Durham Cathedral tenants. It meant a substantial farmer who could just as well be a Chapter leaseholder, which gave him secure tenure, as a freeholder. Tenants who had no freehold land were frequently described as yeoman.³²

The values of the probate inventories give some indication of the wealth of the tenants in the period 1541-1642. This is subject to many limitations: few of the inventories value the leases and few give debt lists so the values can only be an indication of wealth. The average value of the inventories increases dramatically when the period 1600-50 is compared with the earlier period in the late sixteenth century. This is partly owing to a distortion in the figures, as more lease valuations are included in the probate inventories in the second period, and also because a few much wealthier non-resident tenants had acquired lands by 1642. There is also some inflation. The average value of the inventories before 1600 was £69.70 and from 1601-50, £189.27. The range before 1600 was from £23.60 to £164.66 and after 1601 from £32 to £728.80.³³

Women could be lessees. Of the 470 tenants named in grants of leases between 1541 and 1642; fifty were women, some ten per cent of the total. Thirty-three of the women leased in joint leases: the main categories being widow and son(9), husband and wife(15). Other leases included widow of the tenant and their son together with her second husband; in two cases a wife and a daughter and an unknown third party were the tenants; in two cases a widow and her daughters were the tenants. In the single leases the female tenants were generally widows of the previous tenant. There were three leases before the Civil War where wives leased Dean and Chapter farms without their current husband because of responsibilities before their current marriage. Widows were often joint tenant with their sons. Where the eldest son was of age, the widow was usually left one-third of the estate with the duty of paying a proportion of the rent

³² . G.E. Mingay, *English Landed Society in the Eighteenth Century*, (1963) 88.

³³ . DP wills and inventories 1541-1660.

and fines. Where the eldest son was not of age the widow was usually left half the farm jointly with under-age eldest son. Occasionally she was left the whole farm. In either of these cases, the widow played an active part in running the farm. The Dean and Chapter recognised these bequests in their leases.³⁴ In the sixteenth century in all the wills for the study area where the wife survived her husband she was made executrix, occasionally in partnership with her sons and daughters. Most men placed great trust in their wives with a few exceptions like Robert Pleasaunce of Durham city, tenant of a farm in Middlestone, who in 1635 left his brother not his wife, Jane, as executor because 'execution of a place of an executor might prove troublesome she being but a woman'. Pleasaunce added the provision that if his brother refused Jane could act! However, Jane was made of sterner stuff than her husband appreciated; she appeared as executrix in the Consistory court at Durham. Her account of administration, submitted in 1644, nine years after her husband's death, survives showing that she had to prosecute and defend suits concerning her husband's estate in London, York and Durham.³⁵

Merrington tenants in the sixteenth century were farmers who cultivated their own lands, whose beneficial leases gave them almost the liberty of freeholders to make farming decisions and to bequeath their farms. The vast majority of tenants, over eighty per cent, had only one farm. The custom of the tenants where one farm was held, was to protect the family inheritance by bequeathing the farm to the eldest son. This was not strictly primogeniture as, in the absence of a son, the farm was usually left to the daughters, in preference to the nearest male heir. If the tenant had acquired two farms, one was usually left to the eldest son and the second to the second son. The farm was the sole means of support for the family of the tenant. Bequests were left to the other children and it was the duty of the eldest son to pay these out of the farm, which might take a number of years to pay. The one exception to the eldest son inheriting the

³⁴ DP 1541-1660. For example: DP, Ralph Liddell, 1605; DCD Reg. 8, f. 315.

³⁵ DP, Robert Pleasaunce 1635 and Account of Administration, 1644.

whole farm was in Kirk Merrington in 1621 when Richard Hixon divided his farm between his two sons, Richard and Robert, and the division became permanent, leading to the grant of separate leases.³⁶

Ninety-nine per cent of the tenants in the last sixty years of the sixteenth century and seventy-five per cent in the seventeenth century before 1642 lived in the township where their land holding was by the time their first lease was granted.³⁷ Younger sons of tenants did travel much farther afield. Charles Liddell, younger son of Richard Liddell of Westerton, mentioned above, was apprenticed to the Drapers' Company in London in 1617. This possibility for younger sons to seek service far afield later contributed to a wider area of residence by tenants, especially when the direct line failed and farms passed to a younger son, nephew or son-in-law.

Money was in use and market economy had developed in Merrington by the mid-sixteenth century but transactions in kind were still very significant. However, all rents were money rents from 1541. There is no evidence of any rental payments in kind in the receivers' books. Some wills incorporated debt lists in cash, although occasionally in the sixteenth century bushels of corn were in the list. Family provision in wills was made in kind, portions especially were still paid in kind. This did not just mean leaving the household goods to be divided between the widow and her daughters. In the sixteenth century virtually all wills made substantial provision in kind for dependants: cattle, sheep and land were left. Sixty-two per cent of wills before 1600 also made some financial provision. The will of Robert Duckett in 1588 showed the importance of provision in kind. To his eldest son, Duckett left two of his best oxen called 'Gamester' and 'Darling', his best mare and his best wooden chest. To his younger son, he left his cottage at the town end and two oxen called 'Sober' and 'Swane', a white cow and his second-best chest. To his wife, he left a cupboard and two

³⁶ DP, Richard Hixon 1621. CC DCD Reg. 9, ff.276-7, 719, 721; 10, f.260.

³⁷ For the sixteenth century sitting tenants only have been included in this analysis.

brown cows. To one daughter he left a brown calf, to another, a cow and to the third, a white calf. Twenty ewes were to be equally divided amongst his wife and children. His farm was to be equally divided between his wife and eldest son, unless she remarried in which case it was to go to the eldest son. The residue of estate was to be divided among his wife and children who were all joint executors. By 1600 Merrington was moving towards a fully monetarised economy from a natural one. This transition was complete by the mid-seventeenth century.³⁸ In the first forty years of the seventeenth century, some fifty per cent of wills still made provision in kind but all wills made some monetary provision.³⁹ After the Civil War the practice of leaving animals as bequests died out. Court records from the early seventeenth century showed that tenants did keep cash in their houses. The quarter sessions record for 1617 included the accusation that Robert Mason of Trimdon, County Durham, labourer, on 26 April 1617 burgled the residence of Ralph Willy at Merrington between 9 and 11 am and stole 6s in money, 2 pies worth 4d. in a cupboard and 37s. in cash in a chest.⁴⁰

The numbers of tenants who also had freehold land can be assessed as they bequeathed it in their wills. The earliest was 623 when Joseph Pilkington left his freehold land in Westerton, together with one of his Dean and Chapter leases, also in Westerton, to his eldest son, Thomas. This was the only bequest of freehold land before the Civil War. See table 1.

Table 1.1. Freehold in wills, 1541-1640.

	KM	FH	WM	MM	GC	HT	TL
1540-99	0	0	0	0	0	0	0
1600-59	0	0	1	0	0	0	1

³⁸ J.R. Wordie, 'Deflationary Factors in the Tudor Price Rise,' in *P&P*, no 54 (Feb. 1997) 66-7.

³⁹ For example, DP, Anthony Lax, 1634.

⁴⁰ *SS* 199, 273.

Study of the probate inventories confirmed that Merrington Dean and Chapter tenants before 1642 in the main farmed their leasehold land themselves with little sub-tenancy. The sample of inventories is relatively small but there is no reason to suppose that it is not representative as all tenants had similar-sized holdings. For this investigation, only the inventories which were of farm tenants have been analysed. Cottagers and mill tenants have been excluded. Eighteen Merrington farm tenants' inventories survive for the sixteenth century, from 1562-98. All of these tenants farmed their land in hand, having cereal crops, animals and farming equipment in their inventories. In two of the inventories the farmer appeared to only farm part of his farm, possibly the rest was sublet but more likely he had partly retired in favour of a son. Twenty-three inventories of Merrington farm tenants survive from 1600-59. Twenty-one of these indicate that the farms were in hand. The tenants of all of these still lived in the townships where their land was. Only two farms were completely sublet. The tenants of both of these lived in Durham City. One, Thomas Cauldwell, had lived in Middlestone when he first leased his farm there but by the time of his death had moved to Durham and sublet. His widow inherited and then his son, who lived in Sunderland and continued to sublet the farm after the Civil War. This farm provides a clear example of how sub-tenancy began in the increasingly mobile Durham society of the seventeenth century. Tenants developed interests outside agriculture and sublet their farms. Thomas Cauldwell's son worked in the Custom House in Sunderland. He left the farm to his son-in-law who also lived in Sunderland and so the tenant became remote from the land he leased.⁴¹ However, what happened to this farm clearly does not fit with Christopher Clay's thesis. The second tenant who sublet is the only tenant who might match Clay's analysis. Robert Pleasaunce was the tenant of a farm in Middlestone, who died in 1635 worth £748 but he did not appear to hold other leases and was much more likely to have been a financier or mortgagee, as he was owed £400 in bonds and moneys. He may even have been the mortgagee of his Middlestone farm, as leases were granted to mortgagees

⁴¹ . DCD Reg. 10 f.64, 12, f.316, 12, f.412, 15, f.149.

with the consent of the tenant who mortgaged the property. There is a suggestion of this but no proof.⁴²

Sub-tenancy began to develop also as a result of extra fields being rented from, or to, other tenants to meet particular family needs at any time in the life-cycle. This particularly happened within the family when widowed mothers and younger sons were left a share of the farm for life for maintenance. Rowland Willy's will in 1608 left his widow six acres of arable, together with cow pasture and meadow. Some fields were sublet outside the family. Anthony Laxe's inventory referred to above indicated that apart from the two farms he rented he leased part of William Pearson's farm and one close belonging to Thomas Pilkington.⁴³

On the eve of the Civil War leasing farms in blocks to gentlemen who then sublet, as described by Christopher Clay, was not the normal system on the Durham Cathedral estate. Merrington Chapter tenants on the eve of the Civil War were themselves the cultivating tenants who for the most part had only the one leasehold farm, few had any freehold land. The tenants were generally of the middling sort. Wills and inventories revealed a local, farming community. This changed only slowly after 1660.⁴⁴ There is evidence to support Marcombe's view that the Chapter let to its own kin in the sixteenth century but this did not continue into the seventeenth century on a significant scale.

⁴² DP Robert Pleasaunce, 1635.

⁴³ DP, Anthony Laxe 1634.

⁴⁴ Howard, *Cambridge*, 40. DP from 1562-1650 and in particular: William Robinson 1567, Thomas Gray 1590, Thomas Cauldwell 1635, Robert Pleasaunce 1635. *Agrarian Histor*, vol 5 ii, 156. Barry J., 'Introduction' to Barry J. and Brooks C., (eds.) *The Middling Sort of People*, (1994) 2.

Section C. The dispute over tenant right.

This section examines the conflict between Durham Chapter and their tenants arising from the Chapter's need to impose twenty-one year leases on their tenants, many of whom claimed tenant right to their farms and refused to take leases. Tenant right was a customary tenure used on the Scottish border in return for free military service when summoned by the wardens of the marches. Its features were fixed rents and secure tenure which could be left to heirs or sold. In return tenants had to equip themselves with horse and armour ready for service on the border. This tenure had existed long before 1541 and was listed in the customs of most northern manors. A major agrarian grievance expressed by northern tenants in the Pilgrimage of Grace of 1536 was that landlords were charging large gresssums or fines contrary to tenant right.⁴⁵

Chapter tenants' claims of tenant right on their lands were in conflict with their new landlord's obligation to impose twenty-one-year leases with no commitment to renew. The tenants claimed the right to lease their lands at reasonable cost which could be raised without excessive strain or threat to inheritance; to renew their lease to provide security of tenure; to bequeath, to assign and to sell their properties. The Dean and Chapter responded that they were bound by their statutes to grant leases that forbade the landlord to enter 'any covenant or pact with the lessees to renew the term of the previous lease upon its completion'. Such a lease was completely at variance with tenants' belief in their tenant right. Many Durham tenants refused to accept the new leases but rather argued for the preservation of the principles of hereditary tenure at fixed rent which had been accepted by the Prior and Convent even when their tenants

⁴⁵ M.L.Bush, 'Tenant right and the peasantries of Europe under the old regime' in M.L.Bush (ed.) *Social Orders and Social Classes in Europe since 1500: Studies in Social Stratification*, (1992) 137. M.L.Bush, *The Pilgrimage of Grace. A Study of the Rebel Armies of October 1536*. (Manchester, 1996) 257

had accepted leases. From 1541 for sixty years some of these tenants claimed they had no need or intention of taking leases because they had always held their lands by customary inheritable tenure or tenant right.

Persuading all Durham Chapter tenants to accept leases was thus no easy task and before ultimately succeeding, the Chapter employed means which attracted considerable criticism. In the absence of a lease, all Durham Chapter tenants paid fixed rents which were recorded in the receivers' books under the tenant's name but the legal relationship between landlord and tenant remained undefined. The advantage of studying a small geographical area is demonstrated in this section. Detailed study of Merrington reveals the methods used by the Chapter to persuade tenants to take leases, their impact on the individual tenants and the stages whereby tenants in the study area ultimately accepted leases. This section also considers whether the conflict in Durham between the Dean and Chapter and their tenants was similar to disputes on other estates in the late sixteenth and early seventeenth centuries, for example the Crown estate. The financial problems encountered at the same time by the Chapter, largely as a result of inflation, and the ultimate compromise worked out in the early seventeenth century, involving tenant right, leases and fines, will be the subjects of the two following sections.

The Chapter began in 1541 by offering all the tenants they inherited from the Prior and Convent twenty-one-year leases.⁴⁶ The Dean and Chapter's policy was to negotiate the acceptance of leases on an individual basis with each tenant. There was no attempt to

⁴⁶ Durham's hands were thus tied on a very important issue and they did not have to take decisions which were taken elsewhere in England in the sixteenth and seventeenth centuries of whether to confirm tenants customary rights or to enfranchise for temporary gain.

grant leases to syndicates as the Prior and Convent had done before 1539.⁴⁷ These first leases were standard or simple leases which gave the tenant, for example, one fourteenth part of Kirk Merrington, from the Feast of St Michael the Archangel last past for twenty one years at the rent of 49s. The tenant covenanted to pay the rent within twenty days on pain of repossession, to provide one able man with horse and furniture to serve the King for fifteen days a year on the borders without pay or half a man in the case of a divided farm!⁴⁸ The tenants had to practise good neighbourhood; to pay all by rents, customs, services and duties and do suit of court for the property, to repair and maintain the property at his own cost except for great timber which the Dean and Chapter provided. All rights of mines and quarries were reserved to the Chapter. Two sureties witnessed the lease with £1 bond. If a surety died the tenant had to provide a new one.⁴⁹

The Dean and Chapter had some problems with their inherited tenants in the 1540s. During the 1540s, within the study area of forty-eight farms and two mills, eleven out of the fifty properties apparently left the family, which had held them under the Priory. Twenty-two per cent is a very large proportion when compared with the stable picture in the succeeding years. Unfortunately evidence concerning the reasons does not exist. It could be that some tenants objected to the change or the Chapter objected to them, but it is more likely that the records created initially by the Chapter were a little out of date. All the tenants in Kirk Merrington were the same in the 1539 Bursar's rental and in the first receiver's book for the Dean and Chapter. Widows could have been

⁴⁷ . DCD Reg. 1-3.

⁴⁸ . For example, DCD Reg. 4, f.52.

⁴⁹ . DCD Reg. 1, ff.94-5

succeeded by sons-in-law and it is possible that the apparent changes were merely the Chapter getting their records up to date,⁵⁰ Unfortunately, sources do not exist to throw more light on exactly what happened.

The acceptance of the simple leases by Merrington tenants was very slow. The first grants of leases to sitting tenants in Merrington have been examined. In a very few cases it is difficult to define sitting tenants but the critical test which has been used is that they must be listed in the receivers' books as paying rent. The Chapter's first success in Merrington with leasing to inherited tenants came in 1544 when William Richardson, the sitting tenant of Hett mill accepted a lease. He was closely followed by William Kirkhouse, who in 1548 accepted a lease of Kirk Merrington mill. Perhaps they were motivated by the knowledge that their livelihood as millers depended on the Dean and Chapter's support to force Merrington leasehold tenants, as required by custom, to repair the mills and to grind their corn at them. The first grant of a farm lease in Merrington was to John Willy in 1550, the sitting tenant of a farm in Kirk Merrington.⁵¹ In the 1550s five more tenants in Kirk Merrington, one in Ferryhill⁵² and one in Hett took leases. However, in the 1560s acceptances decreased with only two tenants from Kirk Merrington and one from Ferryhill taking leases.

⁵⁰ For example, DCD Reg. 1, ff. ff.80-81; 94-95; 2, f.188, 5, f.171

⁵¹ DCD Reg. 1, ff.25,120,162. For an example of the dean and chapter manorial court commanding a tenant to grind at Merrington mill see MAN/4/35/5.

⁵² The tenant of the farm in Ferryhill, William Kirkhouse lived in Kirk Merrington so that may explain his early acceptance. Reg. 2, f.240.

By 1570, of the fifty properties, only twenty-six per cent of the sitting tenants had accepted leases in the first thirty years of Chapter administration.⁵³ See table 1.2. A slow pace which the Chapter could not afford.

Table 1.2. First grant of leases in Merrington to sitting tenants 1541-70.

DATE	KM	WM	MM	FH	HT	GC	TOTAL
1541-50	2	0	0	0	1	0	3
1551-60	5	0	0	1	1	0	7
1561-70	2	0	0	1	0	0	3
TOTAL	9	0	0	2	2	0	13

Reasons for the poor take up were suggested by Marcombe, who considered that tenants might have been prepared to accept leases under the 'fairly liberal administration of the Prior and Convent' but objected after the Reformation when they realised that prebendaries, with families to support, were likely to make greater demands on them.⁵⁴ Marcombe believed that the tenants were thus reluctant to accept leases and reverted to 'old and largely fictitious claims' to try and prove a hereditary interest or tenant right in return for border service, defending the kingdom against Scotland. Evidence from Merrington does not entirely substantiate Marcombe's view that Durham tenants' claims of tenant right were 'largely fictitious'. Tenant right was not mentioned in the Durham Cathedral statutes but border service was required by Durham Chapter leases granted from 1541. It was included because it was the custom of the border counties: Durham, Northumberland, Cumberland and Westmoreland. In which counties military service had become identified with the right of the tenants to their lands and was held to be one of the chief features of tenant right.⁵⁵

⁵³ DCD Registers 1-3.

⁵⁴ Marcombe, 'Thesis', 141.

⁵⁵ Campbell, *Yeoman*, 148-9.

The nature of tenant right has been much debated.⁵⁶ It was not clearly defined on the Durham estate or on the Crown estate in the borders. Some tenants claimed that the tenure 'amounted almost to freehold and that time out of mind the custom had been that land so held should descend to male heirs'. Landlords argued that lands held by tenant right were 'held at the lord's will and pleasure only'. Bush wrote that although tenant right was regarded in law as a customary tenure at the will of the lord, in practice the custom of the country caused it to be considered a hereditary tenure. Bush continued that because of the military obligation tenant and Crown thought it deserved lenient lordship.⁵⁷ Drury, describing tenant right in Weardale, wrote that tenant right meant different things in different manors in the sixteenth and seventeenth centuries, but it had common features: the right of a tenant to pass his holding on to his heir with little or no landlordly interference, or to sell it; and the duty to do Border service.⁵⁸ Hoyle in his study of North Yorkshire found that in the sixteenth century 'the obligation to undertake Border service was an essential component of the tenant right relationship'. Hoyle stated that the essential features of tenant right were that in return for the payment of fixed rents and fines a man could hold an inheritable tenancy from another man, normally but not invariably a manorial lord. This tenancy could, on payment of a fine, descend to the tenant's heir, or the tenant during his life was able to assign his interest to another as if the land were freehold or copyhold, but often without the formality of the surrender of characteristic of copyhold tenures. A lord who wished to increase his profits was forced to do so through the exploitation of fines or gressums.⁵⁹ Hoyle found that during the sixteenth century pressure from landlords had often turned gressums into an arbitrary fine. Fines could be fixed or arbitrary but not unreasonable. This process was frequently contested by the tenants particularly when the lord wanted to increase

⁵⁶. In the mid to late nineteenth century the phrase 'tenant right' was used in a different context to mean the right of a tenant to compensation for inexhausted improvements or the right of a tenant at will to sell his interest and goodwill to the incoming tenant. This development is outside the scope of this thesis.

⁵⁷. M. Campbell, *The English Yeoman*, (1942) 148. Bush, *Pilgrimage*, XV11.

⁵⁸. J.L.Drury, 'More Stout than wise: tenant right in Weardale in the Tudor Period' in *The Last Principality* ed. D. Marcombe, 71.

⁵⁹. R. W. Hoyle, 'Lords, Tenants, and Tenant Right in the Sixteenth century: Four Studies' in *Northern History Vol 20*, 1984, 38-84.

the rate or the frequency of the fine beyond what the tenants considered to be customary. Some tenants paid a multiple of their rent every three or seven years as a fine.⁶⁰ Tenants' claims of tenant right on the Crown estate led to attempts by the Crown to define more clearly the obligation of border service in the leases in the 1580s and 1590s to avoid conflict.⁶¹ Kerridge wrote that holders by tenant right proper held 'after the manner and custom in the country of tenant right', 'according to the custom of husbandry', 'according to the custom of the manor'. All tenant right tenants had to defend the border by horse and on foot at their own expense immediately on a signal from the Warden of the Marches. Whenever a custom of inheritance could be proved the law countenanced and confirmed it.⁶² Phillips wrote that in the border lands tenant right was distinguished by the right of tenants to alienate land or settle land without reference to the lord. Phillips concluded that such a customary estate of inheritance amounted to a freehold interest in return for which tenants paid an annual fixed rent fixed by custom. Entry fines were also paid as a multiple of fixed rent or arbitrary according to custom. Landlords in Cumberland tried to convert customary tenure to leasehold, or to sell the freehold to the tenant.⁶³ Surtees in his *History of Durham* commented that the Committee for the Sale of Church Lands allowed reduced sale prices to Durham Dean and Chapter tenants to allow for their tenant right. Surtees writing in the early nineteenth century, still believed that Durham Cathedral tenants enjoyed tenant right.⁶⁴

From the 1530s disputes in northern England between landlord and tenants over tenant right and leases became more common. Landlords became more powerful and tried to maximise their revenue as the increased population and inflation from the mid-sixteenth

⁶⁰ Hoyle, 'Lords', 39.

⁶¹ R. W. Hoyle, 'Tenure and the Land Market in early Modern England: or a late contribution to the Brenner Debate' in *EcHR 2nd ser.*, vol XL111, no 1 (1990). Hoyle, *Crown Estates*, 196. C Kitching, 'The Durham Palatinate and the Courts of Westminster under the Tudors' in *The Last Principality*, 60.

⁶² Kerridge, *Agrarian Problems of the sixteenth Century and After* (1969) 44-5.

⁶³ C. B. Phillips, 'The Gentry in Cumberland and Westmoreland 1660-1665.' University of Lancaster Ph.D Thesis 1973, 128, 177.

⁶⁴ R. Surtees, *The History and Antiquities of the County Palatine of Durham vol 1*, (1816) 112.

century created a demand for land for the first time for 200 years. Many landlords believed that customary tenures such as copyhold and tenant right with fixed rents were too great a check on their income in an inflationary period and began to favour leasehold tenure.⁶⁵ Landlord's did not have any continuing legal obligation to the tenants after the period of the lease. Tenants held for a fixed term either for years or lives and the lord could make a new demise at the end of the lease to the highest bidder.⁶⁶ The main problem with leaseholds for the tenant was protecting the succession. The tenants attempted to do so by turning in leases before they expired or by buying leases in reversion but the landlord could sell the reversion to someone else as happened on the Crown lands. Leasehold did not pass to heirs but as a chattel became the property of the tenant's executors. During the sixteenth century leases came to be known as 'chattels real', indicating that they were also an interest in land or real property.⁶⁷

When Durham Cathedral tenants claimed tenant right in the sixteenth century, their case was complicated as it was based on customary precedent despite the fact that their predecessors under the Prior and Convent had accepted leases. On the Priory estate in the late fourteenth century customary tenants had held tenancies which were inheritable.⁶⁸ Lomas found that most demissions were for life for which the tenant paid an entry fine. The custom was that the holdings descended in the family. If the tenant died his widow could pay a fine and inherit for her lifetime but ultimately the holding passed to the children of the first marriage. Tenants within their lifetimes could also sell their holding and elderly tenants often passed the holding over to a son who in turn had to provide for them in their old age. Actual payment of the entry fine could be waived in case of hardship or for repairs, but the amount of the fine was always

⁶⁵ R. W. Hoyle, 'Tenure on the Elizabethan Estates' in Hoyle, *Crown Estates*, 163. A.W.B. Simpson, *A History of the Land Law*, 2nd ed., 252.

⁶⁶ Simpson, *Law*, 144.

⁶⁷ Simpson, *Law*, 250. R W Hoyle, 'Tenure on the Elizabethan Estates', 164, and D Thomas, 'Leases of Crown lands in the Reign of Elizabeth 1', in Hoyle, *Crown Estates*, 176..

⁶⁸ Lomas, 'Durham Cathedral Priory', 24-26.

recorded. After 1400 the system of demissions changed and entry fines were abandoned. Tenancy for life was replaced by short leases for multiples of three years for which no entry fine was payable but in reality these were inherited from father to son. Lomas concluded that this change was probably at the inspiration of the tenants, who in the hard times after the Black Death when some holdings remained vacant, refused to pay entry fines, an example of custom developing and adapting to changing conditions. The system of family inheritance continued so the tenants did not lose from the change.⁶⁹ Strictly speaking the tenure on the Prior and Convent land had ceased to be copyhold by the fifteenth century but because the tenants had retained its favourable features, for example the right to sell to whom they wished and fixed rents, they regarded their tenure in the same light as inheritable copyhold. Lomas stated that the tenants' relationship with the Prior and Convent was 'comfortable and casual' and 'as a result there was neither cause nor occasion for the tenants to seek a closely defined guarantee of status.'⁷⁰

Faced with resistance to leases, Durham Chapter tried to coerce their tenants. From 1548 Durham Chapter offered leases to third parties where there was already a sitting tenant. These were either concurrent leases to begin after the existing lease, or leases in reversion granted to friends or trustees of the prebendaries, often for after the death of the existing tenant, with the aim of increasing prebendal income while frightening tenants into accepting leases. To retain their interest in their land, existing tenants had to pay a fine to the holder of the lease of their farm.

⁶⁹ Lomas, 'Durham Cathedral Priory', 33.

⁷⁰ Lomas R.A., 'Durham Cathedral Priory', 34-5, 40-1. Under the Prior and Convent from the late fifteenth century most of these farms were leased to syndicates of tenants. Each member had an equal portion of the land involved and paid an equal share of the rent. The number of shares once established tended to remain permanent and be renewed together before the lease expired, Lomas, *ibid.*, 33.

Within Merrington, of the first leases granted to Chapter friends for each property, eleven were the first lease on the property and nine followed a previous lease to the existing tenant; in the latter cases the Chapters' motives are harder to identify.⁷¹ For example, a concurrent lease was granted in Kirk Merrington in 1564 to John Lever⁷² from when the lease granted 4 April 1564 to Richard Heighington, the existing tenant, expired. The property was leased again to Richard Heighington in 1568.⁷³ In Middlestone, William Laxe's farms were let in 1564 to Philip Parkinson, singing-man, but later returned to the Laxe family.⁷⁴ Unfortunately no evidence remains of the fines paid in the above transactions. None of the recipients of these concurrent leases appeared in the receivers' books as the tenant so the leases were just a way of making money for the recipients and the Dean and Chapter.

Tenants believed that Chapter methods of coercion worsened when churchmen representing the new Protestant tradition, for example, Bishop Pilkington and Dean William Whittingham were appointed to Durham Deanery, Chapter and the Bishopric from the 1560s.⁷⁵ These new churchmen were not considered to understand the tenurial system in Durham, as was proved by their actions. Tenants also resented Dean Whittingham's cancellation of the annual payment to the Nevilles for leading the Chapter tenants into war. Marcombe considered that the loss of the tenants' traditional leader and the Chapter's use of concurrent leases led directly to participation in the Rising of the North in 1569. Merrington was involved in the rebellion and twenty-

⁷¹ DCD Registers 1-4.

⁷² DCD Reg. 2, ff.193-4. John Lever was a relative of Canon Ralph Lever, 1567-45.

⁷³ DCD Reg. 2, ff.238-9.

⁷⁴ DCD Reg. 2, ff.197-8, 220, 196-7; Reg. 5, ff.228-9.

⁷⁵ Marcombe D., 'The Local Community and the Rebellion of 1569', in Marcombe *The Last Principality*, 122.

four Merrington tenants sued for pardons in 1570. None of the surviving evidence suggests that any Merrington tenants were executed as a result of the rebellion.⁷⁶

In 1564 the Chapter used a lottery for the first time to auction leases of tenants' lands. The leases were divided amongst Dean and prebendaries to boost their personal incomes, while frightening the tenants into submission.⁷⁷ Lotteries were again used by the Chapter in 1572, 1575 and 1576. Their effects were recorded in a survey of the Cathedral estate in 1580.⁷⁸ Within the study area, tenants in Kirk Merrington, Middlestone, Ferryhill and Hett were affected. In Kirk Merrington, George Taylor paid Mr. Stephenson £30; Giles Gowland paid Mr. Halliday £26; Richard Binley paid Dean Whittingham £24; William Middleton paid Thomas Darby £16; John Heighington paid Magister Swift £30 and Thomas Hixon, Senior, paid Mr. Stephenson £30. In Middlestone, John Laxe paid £30 to Philip Parkinson and William Pearson paid John Dixon £13.6s.8d.. In Ferryhill, Robert Willy paid £30 to retrieve his farm from Mr. Cliffe; Widow Willy paid £20 to regain hers from Mr. Stephenson and Robert Darnton paid £13.6s.8d. to Mr. Swift for his farm. In Hett, Ralph Corby paid £10 to Mr. Swift to recover his farm.⁷⁹ The total paid for the above twelve farms was £272.13s.4d., some £22.14s. per farm. The average fixed rent was £2.10s. Thus the fines on average amounted to nine times the fixed rents. This last figure can be confirmed from other sources. The York Book⁸⁰ recorded many of these payments, including John Heighington's £30 payment to recover his farm. A hundred years later, in 1661 the

⁷⁶. Marcombe, 'Rebellion', 120-130. H.B. McCall, 'The Rising of the North' in the *Yorkshire Archaeological Journal* vol XV111 (1905) 74-87.

⁷⁷. Marcombe, 'Thesis', 141-142.

⁷⁸. SS 82, 189-250.

⁷⁹. SS 82, 232-8.

⁸⁰. DCD York Book.

Durham Chapter, in responding to tenants' grievances at the Restoration admitted that to pay off lottery victors, tenants often had to spend ten times the annual rent or occasionally as much as fifty times the fixed rent.⁸¹ Similar abuses occurred in other cathedrals and colleges. Howard in his study of St. John's College, Cambridge, discovered that college statutes were flagrantly violated in the sixteenth century by the granting of long, reversionary or anticipatory leases contrary to the statute of 13 Eliz. c.10 enforcing twenty-one-year leases or leases for three lives. Howard cited a grant of lease in 1554 to run from Michaelmas 1555 for twenty years to William Rastat, servant of John Taylor, the fifth master, despite protests that the honest farmer, Godlington, would be ruined by the grant. He also found a reversionary lease to the college cook and leases granted from 1559 to 1576 for thirty, forty and fifty years.⁸²

The twenty-seven grants of lease in the study area which were let to some one other than the sitting tenants' family by lottery or concurrent lease, usually to Chapter friends, are shown in table 1.3. The table shows leases which were recorded in the Chapter lease registers but other lottery leases were not registered. Lottery leaseholders were not listed in the receivers' books as paying rent as they did not take over the property. The number of such leases granted each decade in the sixteenth century is shown together with whether it was the first time the property had been let and whether the concurrent or lottery lessee permanently gained the property.⁸³

⁸¹ . Tanner MSS. 144, f. 106.

⁸² . Howard, *Cambridge*, 28-9.

⁸³ . The only exception were the Pilkingtons of Westerton and Middlestone who were listed in the Receivers' Books as they gained a farm in each township.

Table 1.3. Concurrent and reversionary leases to non-tenants.

	LEASES GTD FIRST LEASE		PERM GAIN
1541-50	3	3	0
1551-60	5	1	0
1561-70	4	3	0
1571-80	8	4	1
1581-90	6	1	2
1591-1600	1	0	0

The permanent effects of concurrent and lottery leases were less than might have been expected. At the most only three Merrington families were permanently deprived of their farms. The Pilkingtons gained one farm in Middlestone and one in Westerton. However, in Middlestone the tenants' line ran out and the last tenant sold his interest to the Pilkingtons.⁸⁴ The sitting tenant was John Robinson, who refused to accept a lease and claimed tenant right. The Dean and Chapter had already granted a lease in 1568 to Philip Parkinson, singing man of Durham, which did not lead to possession. Until 1580 Robinson continued to occupy the farm, but in 1580 having no child, nor uncle nor brother's child to whom the farm might descend according to the Council Order, he sold his 'his claim and interest by tenant right' to Joseph Pilkington for £120.⁸⁵ A farm was also permanently gained by the Pilkingtons in Westerton. The tenant who had accepted a lease in 1575 was a widow, Janet Robinson, who claimed her widow right according to the terms of Huntingdon's order. If there was no son or specified male relative the Chapter could choose a tenant according to the 1577 Order. In 1588 her farm was let to Pilkington but there is no surviving evidence to show whether she was deprived of her

⁸⁴ . The Pilkington family dominated the Durham Chapter in the 1580s. Leonard and John Pilkington were brothers of the Bishop and were both prebendaries. Leonard was receiver four times during the 1580s, assisted his family to gain leases. Jacob was one of his sons. Francis, who provoked the dispute in 1574 led by Seamer, was a member of the family.

⁸⁵ . DCD Reg. 2, f.237, DCD Reg. 5, f.18-19; SS 82, 237.

farm or just had no heir and sold her interest to Pilkington.⁸⁶ A third farm was lost to the original tenant's family: a lease for a farm in Kirk Merrington which had been in his family since the 1540s, was first granted to Richard Middleton in 1576; a survey of the Cathedral estate in 1580 recorded that a lottery lease had been granted to Thomas Darby, servant to the Dean of Durham, to whom the Dean and Chapter subsequently granted leases in 1585 and 1598. Middleton never regained the lease of the farm, he died 1582 leaving all to his son, Richard. Richard died in 1587 leaving his farm at Coundon Grange to his son, Richard. However, both wills still describe William and Richard Middleton as of Kirk Merrington. Their farm was ultimately leased to William White of Kirk Merrington in 1609. No further evidence survives, so whether the Middletons stayed on as sub-tenants is not apparent.⁸⁷ Thus in only three out of fifty properties, did lottery leases appear to determine succession. The tenants complained especially about John Pilkington and Ralph Lever for evictions, and Pilkington had permanently acquired chapter leaseholds in Middlestone and Westerton, but the circumstances leading to acquisition suggest the tenants were not evicted but rather their interests were bought out.

The Chapter's use of concurrent and lottery leases caused the simmering conflict between landlord and tenants to erupt in the 1570s. The implications for the whole estate were considered by Marcombe.⁸⁸ Marcombe wrote that the dispute culminated with tenants taking their case against the Dean and Chapter of Durham to the Privy Council. The tenants petitioned the Privy Council against concurrent leases and lotteries

⁸⁶ DCD Reg. 3, f.102, 5, f.175.

⁸⁷ DCD Reg. 3, f.111; 5, f.51-52; 6, f.70,7f.130. DP, Wills of William Middleton 1582, Richard Middleton 1587.

⁸⁸ Marcombe, 'Thesis', 147-153.

and in favour of tenant right to their lands. The case arose because Francis Pilkington had a reversion of a property in Coatsay Moor due in 1572. In 1572 Pilkington commenced action in the Council of the North against Roland Seamer and Roland and Agnes Denham to obtain possession of property but the action was dismissed because the Council of the North accepted that the tenants' proof of custom was tenant right. Pilkington did not give up, but rather brought and won an eviction case in 1574 in the Court of Pleas at Durham against Seamer.⁸⁹ Seamer and 100 tenants then petitioned the Privy Council alleging bias in the Durham courts and protesting against Pilkington and the lotteries and the high level of fines paid to recover property. The action was supported by Christopher Woodifield, Robert Rose, John Gray, William Pearson, and Martin Smith from Ferryhill and John Robinson of Middlestone, who had received a pardon for his part in 1569 Rising of the North.⁹⁰ Like many sixteenth-century tenants all over England, Durham tenants took their complaints against their landlords to the national courts which had recently opened to tenants of unfree land hoping for a fairer judgement.⁹¹ The case was not an easy one for the Privy Council to determine. The petitioners complained that the practices of the prebendaries, especially Pilkington, Holliday and Lever displaced tenants or caused them excessive costs contrary to their tenant right to rent their lands at low rents in return for border service. The Privy Council sent the President of the Council of the North, Huntingdon, to investigate, who in 1576 found in favour of the Dean and Chapter, reversing the earlier decision of the Council, but urged moderation with tenants especially in view of their duties at the border which they would not be able to perform if they had to pay high rents and fines

⁸⁹ . Marcombe, 'Thesis', 146.

⁹⁰ . Marcombe, 'Thesis', 154 and SS 82, 233, 237-8, 246.

⁹¹ . Simpson, *Law*, 7.

and the tenants participation in the recent Rising of the North. The Durham tenants' rents and fines should thus be subjected to the same test of reasonableness which had been applied in sixteenth century copyhold cases. Huntingdon urged compromise. He ordered all the tenants except for Seamer to be restored to their lands, but the tenants had to admit the restoration was 'of favour not of right' and give up claims of tenant right. Although the tenants had to accept that their restoration was of 'favour' the Council of the North's actions did not suggest a mere tenancy at will when doubtless the landlord interest would have been upheld. The tenants appealed again in 1576, this time to the Queen, but again the Privy Council and the Council of the North found in favour of the Dean and Chapter, but again urged moderation and said all the tenants except Seamer, whose crime was too great, should be reinstated. The final, definitive order designed to regulate relations between the Chapter and those of its tenants who had not accepted leases and claimed to hold by tenant right, was promulgated by Huntingdon, President of the Council of the North, on 17 August 1577.

The order led to an alternative type of lease being offered by the Chapter: the lease *sub ordinem*. The two essential differences between simple and *sub ordinem* leases were that *sub ordinem* leases were offered at lower fines but descent was restricted. Huntingdon's Order provided that the Chapter could grant *sub ordinem* leases with restricted descent as an alternative to existing simple leases to tenants who claimed to be tenants at will or by tenant right but not to tenants who had held by lease for years or lives in the last thirty years.⁹² To receive these new leases *sub ordinem* the tenants had to give up all claims of the tenant right or inheritance of their farms. These *sub*

⁹² DCD Reg. 3 ff.140-141.

ordinem leases provided that tenants were to hold by twenty-one-year leases which bound them to do border service. Descent was restricted to sons and grandsons of the previous tenant or brothers and nephews, but with no provision for women, except widows, who were to remain in possession throughout their widowhood without paying fines. If a woman remarried, the new husband was to pay two year's fine to keep the property during his wife's life only. This provision for inheritance by family was reminiscent of medieval patterns recorded in the halmote court rolls of the late fourteenth century.⁹³ Failing such heirs, the property was to revert to the Dean and Chapter. Fines were also regulated: by 1577 fines leases were some four times the fixed rent.⁹⁴ For the leases *sub ordinem*, fines were not to exceed three times the fixed rent for the property. Lands could not be forfeited except for treason, rebellion, wilful murder or felony. If a tenant did not pay his rent on time or within 40 days he had to pay double rent. These last two provisions showed that the tenants' tenure was much more protected than simple leasehold. The Chapter offered these *sub ordinem* leases to their tenants from 1577 alongside the original simple leases.

Table 1.4. Leases sealed under the 1577 Order.

DATE	KM	WM	MM	FH	HT	GC	TOTAL
1578	0	0	0	5	3	0	8
1579-80	0	0	0	0	0	0	0
1581-90	0	0	1	2	2	0	5
1591-1600	0	1	2	5	0	0	8
1600-1610	0	1	3	2	3	0	9
TOTAL	0	2	6	14	8	0	30

⁹³ Lomas, 'Durham Cathedral Priory', 25-6. DCD Reg. 3, ff. 140-141.

⁹⁴ DCD CA., 26 September 1575.

Study of individual grants of lease for Merrington, shows that initially some tenants showed a preference for these new restricted descent leases which involved lower fines but the interest waned.⁹⁵ In total, as shown in table 1.4, there were thirty grants of leases *sub ordinem* from 1578-1610, out of 143 leases granted in the study area for that period; that is almost twenty-one per cent of renewals were *sub ordinem*. They were most popular in Ferryhill and Westerton where half of the tenants tried the new leases but they were rejected in Kirk Merrington, where none of the tenants took out such leases. In Merrington as a whole they were only requested for eighteen out of the fifty properties studied, that is just over one third of the total, at some stage between 1577 and 1608. After 1608 Merrington tenants never requested leases *sub ordinem*. Marcombe, in considering the estate as a whole, believed that the leases had only short-lived popularity because the tenants did not like the restricted descent.⁹⁶ The Chapter Acts of 1622 recorded one tenant's decision to give up a *sub ordinem* lease stating:

'Thomas Trotter disclaiming the Lord's order a Lease of a Tenement in Middlestone late his brother John's who died without issue for 21 years Fine £60.'⁹⁷

The other major reason for rejection of these leases by the tenants was that they lost the right to sell their land freely, a power which they regarded as fundamental to their tenure, especially when its value had increased dramatically with the inflation of the sixteenth century. Thus when tenants rejected *sub ordinem* leases it was for two reasons: to have the right to will their land to whomsoever they wished; and to have the right to sell their land to whomsoever they wished.

Table 1.5 illustrates that the Dean and Chapter failed to restrict *sub ordinem* leases to those who had never held leases from the Dean and Chapter. Eleven tenants in the

⁹⁵ DCD Reg. 3 and 4.

⁹⁶ Marcombe, 'Thesis', 155.

⁹⁷ DCD CA., 21 November 1622.

study area took out leases *sub ordinem* in contravention of Huntingdon's Order when they renewed existing leases. The first of these were in 1578 when four tenants: Robert Meybourne, John Hobson, Ralph Corbye of Hett and William Peirson of Ferryhill who had taken out simple leases only in 1576 exchanged them for sub ordinem leases.

Table 1.5. Leases *sub ordinem* sealed to tenants who had already accepted a simple lease from the Dean and Chapter.

DATE	KM	MM	WM	FH	HT	GC	TOTAL
1578-80	0	0	0	1	3	0	4
1581-90	0	1	1	1	0	0	3
1591-1600	0	1	0	2	0	0	3
1601-1610	0	0	1	0	0	0	1
TOTAL	0	2	2	4	3	0	11

Source Dean and Chapter Registers 3-6.

In 1588 John Trotter of Middlestone and Thomas Richardson from Ferryhill renewed simple leases with leases *sub ordinem*; in 1590 Anthony Laxe from Westerton similarly renewed; as did Robert Rose from Ferryhill in 1591, Robert Pearson of Middlestone in 1592 and Robert Woodifield of Ferryhill 1599, and the last one, Anthony Laxe, from Westerton in 1601. In all cases where the tenant renewed a lease taken simply with one taken *sub ordinem*, the original lease had been issued after the eviction of Seamer, that is between November 1575 and March 1576. Four of the six Ferryhill tenants who had taken out leases in 1575-6 after the first petition: Robert Rose, Robert Woodifield, William Peirson and Thomas Richardson took out leases *sub ordinem* in subsequent years: 1591, 1599, 1578, 1588, respectively. Perhaps the tenants argued that as their initial leases were taken under constraint of the decision of the Court of Pleas in

Durham and before the final appeal to the Privy Council and before Huntingdon's final order, that they should have the opportunity to exchange them for the leases offered under the Order of 1577. There is some evidence from the 1580 Survey that the Dean and Chapter offered the opportunity to exchange simple leases for *sub ordinem* leases. Three entries relating to Robert Mebourne and John Hobson of Hett and John Trotter of Middlestone who all took simple leases for the first time 1575-6 stated that leases *sub ordinem* were to be granted to the tenants. Mebourne and Hobson received them in 1578 and Trotter in 1588. No explanation was offered in any case.⁹⁸ However, perhaps the Chapter realised that a compromise was needed if they were to use their tenants with moderation as required by Huntingdon and avoid future conflict.

With regard to establishing the Chapter's authority over their tenants, the 1577 Order eventually worked. The tenants were forced to accept that the Crown intended them to lease their land from the Dean and Chapter of Durham. From 1577, the grant of leases whether simple or *sub ordinem* increased dramatically. Following Pilkington's victory against Seamer in 1574 in the Court of Pleas in Durham, nearly half (22) of the Chapter tenants in Merrington accepted leases for the first time from 1575-8. Eight took the *sub ordinem* leases indicated in table 1.5; the rest accepted simple leases. All these twenty-two grants of lease for the 1570s in table 1.5 took place in the period from November 1575-78. Marcombe pointed out that after the successful eviction of Seamer in 1574, twenty-three tenants in the Durham Cathedral estate accepted leases in November and December, 1575.⁹⁹ Analysis of the registers reveals that eleven of these were from

⁹⁸ . SS 82 234, DCD Registers 3-5.

⁹⁹ . Marcombe, 'Thesis', 154. DCD Reg. 3.

Merrington (one from Kirk Merrington, three from Middlestone and three from Ferryhill, together with all four of the Westerton tenants) and seven more followed from January to May 1576. Marcombe found thirty-seven of the hardest opponents of the Dean and Chapter accepted leases for the first time in January-February 1578 after Huntingdon's order; of these only four were from Merrington. All were from the township of Ferryhill, whose tenants, together with those of Hett tended to be more antagonistic towards their landlord than those of the rest of the study area, and they all took leases *sub ordinem*.¹⁰⁰ The use of *sub ordinem* leases continued on a very small scale for fifty years. One tenant in Ferryhill, one tenant in Middlestone and three in Hett did not replace their leases *sub ordinem* with simple leases until the 1620s, the last two in Hett in 1627. However, tenants gradually recognised the disadvantages of *sub ordinem* leases and increasingly chose simple leases at renewal. By 1610 all tenants of the fifty Merrington properties had taken out either a *sub ordinem* or a simple lease.

Table 1.6 illustrates that there was considerable discrepancy between Kirk Merrington and the other townships over reaction to first taking a lease. Kirk Merrington tenants were much quicker to take out leases for the first time: two in the 1540s, five in the 1550s and two in the 1560s and the take up continued steadily by decade. By contrast, only two Ferryhill farms were leased before the tenants' first petition of 1574 and ten were leased under the pressures of the 1570s. In total in the townships of Ferryhill, Hett, Middlestone, Westerton, Great Chilton only four tenants accepted leases for the first time before the confrontation of 1574 and twenty-one took them for the first time between 1575 and 1578 under pressure, as opposed to only one from Kirk Merrington.

¹⁰⁰ Marcombe 'Thesis', 154-5; DCD Reg. 3 ff. 170,179,181,183.

First leases were issued to all four Westerton tenants in 1575. They were: John Laxe, Janet Robinson, widow, Bryan Robinson and Anthony Laxe. On 22nd November 1575 the leases are properly recorded in register three. However, the 1580 survey of the Chapter estate in recording the replies of the Westerton tenants at the last court stated that all of them claimed tenant right, or widow right, and refused to take out leases whether *sub ordinem* or simple.¹⁰¹ John Lax was reported as being willing to pay three years' rent to fine at his own pleasure but he would not disclaim his tenant right or take any lease at all. Bryan Robinson would pay a fine at his own pleasure but cling to tenant right and refused to take a lease *sub ordinem* or any other way. Anthony Lax would take no lease *sub ordinem* or otherwise and claimed tenant right and no fines. Only Janet Robinson claimed her widow right under the Lord's Order. It may be that the leases sealed in the middle of the dispute were subject to doubt as discussed above. In the York Book there is a protest by seven prebendaries about Whittingham not sealing leases as agreed by the 26 September Chapter Act but the evidence does not survive to indicate whether this involved Ferryhill. Unfortunately the records of Chapter Acts do not survive for this period so sealing cannot be checked in them. The Dean and Chapter tried to solve the problem by leasing the whole of Westerton to George Freville in 1580 after the Queen had sought land on Freville's behalf. Freville refused Westerton on the grounds that it would not be possible to evict the sitting tenants.¹⁰² Two Middlestone farms were never let to the original tenants. John Robinson (MM5) never took a lease and sold his interest to Pilkington for £120. Similarly, William Pearson the elder (MM7), whose family had been tenants of the farm

¹⁰¹ . DCD Reg. 3, ff. 101-104. SS 82, 238.

¹⁰² . SS 82 238, DCD Reg. 4, f.22.

since 1541, was recorded in the 1580 survey as 'denying to take a lease either *sub ordinem* or simply'. William Pearson died about 1580 and his widow continued paying rent. The Chapter eventually let the farm for the first time in 1599 to George Barker, clerk, of Durham City, presumably a friend of the Chapter, who was charged with making an allowance out of the farm to Katherine Pearson, widow of the previous tenant. This lease encountered problems as an order was made by the Dean and Chapter in 1604 for an attorney to take the farm and deliver it to George Barker. This still did not appear to work as in 1610 Barker surrendered the lease with sixteen years in being and it was finally granted to a William Hickson and Thomas, his son in 1610. No evidence survives to indicate whether Hickson was related to the previous tenant.¹⁰³

The Chapter did not acknowledge that the 1577 Order represented a compromise with their tenants and they continued to deny that their tenants enjoyed tenant right. However, despite this stance adopted for legal test cases, Chapter actions in reality recognised the tenant right of their tenants. The Chapter did not evict tenants who refused to take out leases. The 1580 survey and the receivers' books still recorded as the tenant those who refused to take leases but paid rent, a tacit admission of a higher right to the land. In the survey of the Cathedral estate of 1580, John Wheatley, tenant in Shincliffe, and Raiph Harle, tenant in Nether Heworth are both described as holding by tenant right.¹⁰⁴ From 1541-1601 one tenant and his family, John Gray of Ferryhill, consistently refused to take a lease, either simple or under the 1577 Order but he was not evicted.¹⁰⁵ After Gray's death, his widow remarried to Francis Craue of Ferryhill, who accepted a lease for the property in 1601. His lease included a clause from the Chapter which protected the interest of the son of the deceased tenant even though Gray had never taken out a lease. John Gray, son of the deceased tenant was to have the

¹⁰³. SS 82. DCD Reg. 6, ff.101,202,205,302 7f.176. DCD Reg. 1-12.DCD RB 18-24. BL Harleian MSS 6853.

¹⁰⁴. SS 82, 216, 223.

¹⁰⁵. S.J. Watts, 'Tenant right in Early Seventeenth Century Northumberland', *Northern History*, VI (1971) 64-87. SS 82, 237-8

option of taking the lease once he reached twenty-one years of age. Thus the Chapter were protecting the interest of the son of a tenant who had consistently refused to take a lease, thus recognising the tenant's intrinsic right to the land. The property was leased to the son in 1616 but Craue or his wife was reluctant to let the property go and the lease was accompanied by an order to Thomas King, a Notary Public working for the Chapter, to take possession of the farm and deliver it to John Gray.¹⁰⁶ This is clear evidence of the Chapter upholding a hereditary tenant right.¹⁰⁷

The Dean and Chapter found it impossible to enforce reversion of property to themselves where there were no descendants, as provided for under the 1577 Order. John Robinson, in Middlestone, refused a lease but was listed tenant in the Receivers' Books. The farm was leased to Philip Parkinson in 1568, but Robinson continued to be the tenant. John Robinson joined with Seamer in 1575-7 objecting to lotteries and protesting his claim and interest by tenant right. In 1580 Robinson had neither child, uncle, nor brother's child to whom to leave the farm so it should have reverted to the Dean and Chapter according to the Lord's order but Robinson sold all his claim and interest to Dr Pilkington for £120. The Dean and Chapter failed to enforce the Lord's Order and Jacob Pilkington, son of the purchaser, kept the farm.¹⁰⁸

Despite the Chapter's concurrent leases and lotteries and the fact that only thirteen tenants accepted leases before 1570, thirty of the fifty properties, by a simple surname test, stayed in the same family from 1541-99, the tenants' names being recorded in the receivers books. Eleven properties apparently changed hands in the time covered by the first five receivers' books that is from 1541-50 but this may be the result of updating records. If these properties were excluded at least forty-one out of fifty, or some eighty-two per cent of the properties, stayed in the same family in the sixteenth century.

¹⁰⁶ . DCD Reg. 6, ff. 134-5, 8, f.472,486.

¹⁰⁷ . DCD Reg. 3, f.111-112.

¹⁰⁸ . SS 82 237.

The figures are probably understated as other properties may have been inherited by sons-in-law or nephews and are not identifiable by surname evidence.¹⁰⁹

Table 1.6. First leases granted to existing tenants 1541-1610.

DATE	KM	WM	MM	FH	HT	GC	TOTAL
1541-50	2	0	0	0	1	0	3
1551-60	5	0	0	1	1	0	7
1561-70	2	0	0	1	0	0	3
1571-80	1	4	3	10	4	0	22
1581-90	3	0	2	0	1	1	7
1591-1600	2	0	0	2	0	1	5
1601-1610	0	0	2	1	0	0	3
TOTAL	15	4	7	15	7	2	50

The Chapter had thus persuaded its tenants to take leases despite their claims of tenant right but the means used provoked much antagonism. From 1577 the Chapter was more aware of the need to be, and to be perceived to be, a good landlord. In their Chapter Act of 1584 they agreed that fines should be shared amongst residentiaries rather than given arbitrarily to the Dean or individual prebendaries. The Chapter's response to Archbishop Sheldon in the 1660s they stated that lotteries were never used again after 1577.¹¹⁰ There is no real evidence of the Chapter trying to sell leases in reversion to other than the tenants from the beginning of the seventeenth century. This practice continued on the Crown Estate into the seventeenth century.¹¹¹

Before the Civil War, the Chapter were had a policy of protecting the interests of weaker tenants, for example widows, the elderly and under-age heirs. This protection

¹⁰⁹ DCD RB 1-24.

¹¹⁰ Tanner MSS 144, f.106.

¹¹¹ M. Gray, 'Exchequer officials and the market in Crown property 1558-1640' in Hoyle, *Crown Estates*, 124.

took the form of covenants in leases and may be partly a continuation of the practice under the Prior and Convent discussed by Lomas,¹¹² whereby an elderly relative voluntarily surrendered the holding and was protected by a court order requiring their successors to give them room, board and a part of the farm to support themselves. The Chapter had a definite policy of benevolence to those in need. Philip Parkinson was leased the Downes' family farm at Middlestone which was inhabited at the time by William Baynes who had married Downes' widow. Parkinson was leased the farm from after the death of William and Mrs Baynes or from the remarriage of Mrs Baynes after her widowhood. The 1580 survey acknowledged the lease to Parkinson, but described William Baynes as the tenant and stated that he would pay neither for his wife's widow right nor for tenant right *sub ordinem* for himself. Despite this the Dean and Chapter continued to recognise him as the tenant and the farm was eventually leased to Anthony Downes, the last *sub ordinem* lease to be granted, in 1608.¹¹³ Leases until 1642 consistently reflect the Chapter's protection of heirs rights regardless of whether they had accepted leases. After the Restoration Chapter accepted that farms descended at the will of the tenants and adopted a less interventionist approach. However, the Chapter were still aware of hardship and made rebates of fine to people suffering personal hardship. There are no policy statements from Durham in either period about whether they should be more charitable than secular landlords because they represented the Church.

However, distrust amongst tenants lingered on with some justification. There were allegations of theft by receivers and treasurers in the 1570s and 1580s.¹¹⁴ There is some evidence that favouring of Chapter and royal friends continued during the last years of Elizabeth's reign. George Freville, a friend of the Queen who served as clerk

¹¹². Lomas, 'Durham Cathedral Priory', 27.

¹¹³, DCD Reg.1, ff.141-2,204-5; 2, ff.176-7,196-7,197-8,220,237; 3, ff.42,56,72,89-90,92,106; 5, ff.2, 28-9,290,317; 7, f.64. SS 82.

¹¹⁴. Marcombe, 'Thesis', 98.

of the ordinance during the Rebellion of the Earls, was offered as a reward in 1580, at the request of the Queen, the whole town of Westerton, all of which was already tenanted.¹¹⁵ Freville refused because the farms were already leased to existing tenants who claimed by tenant right and he knew that it would be virtually impossible to evict them so he accepted a better offer.¹¹⁶ Even the Dean in 1621 accepted seven leases for his own use including three farms in Merrington already tenanted.¹¹⁷ The Dean relinquished his rights a month later.¹¹⁸ The reasons for this incident are unclear. The above incidents were relatively minor blemishes. In the main after 1577, the Chapter of Durham worked very hard and positively to create a viable, fair and profitable system of estate management within the constraints they had to observe. By a Chapter Act of 12 April 1626, ground rules were established for eliminating bribery and corruption. If the Dean or any member of the Chapter accepted a bribe to promote the renewal of a lease then the person so offending would receive no dividend for a year and the person offering a bribe would have to pay a double fine to get his lease renewed.

Tenurial problems on the Durham estate were affected by national events when the accession of James 1 in 1603, made border service redundant overnight. James abolished tenant right with its links to border service on his own estates, and in 1620 issued a proclamation ordering others to follow suit. James 1's intention was to demonstrate that England and Scotland were no longer enemies but ruled by one king. He also sought to protect his landlord interest in the Middle Shires (as James had renamed the Borders emphasizing the area was the middle of his kingdom) following

¹¹⁵ DCD Reg. 4, f.22. In the reign of Elizabeth the favourable lease and especially the lease in reversion became the main way of rewarding members of the Queen's household. D. Thomas, 'Leases of Crown lands in the reign of Elizabeth 1' in Hoyle, *Crown Estates*, 184.

¹¹⁶ Marcombe, 'Thesis', 140

¹¹⁷ DCD CA., 18 August 1621, 13 October 1621. Dean Hunt was newly appointed when these leases were granted. The reason for them is not now apparent. They were replaced by leases to the tenants after a month.

¹¹⁸ DCD CA., 11 December 1621.

his disputes and compromise with his tenants in the Barony of Kendal over tenant right.¹¹⁹ The King's proclamation of 28 July 1620 stated that tenant right since the Union of the Kingdom of England and Scotland in one person was 'extinguished and abolished' because it represented former separation and hostility. James 1 continued that law suits were still being carried out in three courts of justice in England on the claims of tenant right or customary rights of inheritance. From these cases the memory of tenant right is continued and great cost is incurred and combination of tenants can lead to seditious acts. James told all judges and landlords to 'let all estates, whether for lives or years, be it for fine or Improvement of rent, by indenture only and not otherwise,'¹²⁰ and he ordered that no entry was to be made in any court roll either on Crown estate, princes or any other estate mentioning tenant right or customary service pretended for border service. Thus James urged that the memory of tenant right should be forgotten. 'That tenant rights are utterly extinguished and abolished, being but dependences of former separation and hostility'. Kerridge commented that as a result of James 1 order, judges were commanded to dismiss cases brought in defence of border tenure, though suits in equity against unreasonable landlords were to be allowed. Tenant right was to be 'damned to permanent oblivion'. Whether this was the outcome on Durham Cathedral estate is discussed in Section E below.¹²¹

Section D. Financial Problems

This section examines the fundamental decisions which Durham Chapter had to make about income and expenditure during the sixteenth and early seventeenth centuries, simultaneously with solving the tenurial issues. Many of the financial problems faced by the Chapter had not been foreseen in 1541 and no provision for coping with them

¹¹⁹ . Watts, 'Tenant Right', 74-75.

¹²⁰ . Watts, 'Tenant Right', 75.

¹²¹ . Kerridge, *Agrarian Problems*, 59-60.

was made in the statutes. The most important problem was that of inflation which posed problems in the sixteenth century for all those on fixed incomes. Durham Chapter's need to compensate for inflation led to similar problems with their tenants as did their attempts to persuade all tenants to accept leases. Tenants claimed they should only pay fixed rents so conflict arose. Both problems were eventually resolved together as will be discussed in the following section. Durham Chapter in common with other sixteenth century landlords also had to determine their own policy with regard to landlord's repairs on their tenants' properties.¹²²

Historians' views of Durham Chapter's decision to charge entry fines on leases to compensate for inflation have varied considerably. Christopher Hill concluded from Durham's action that the Chapter preferred large entry fines, which mortgaged the future and lined their pockets, rather than economic rents, the lack of which he believed seriously reduced Church income.¹²³ Hill quoted the accusation in 1635 by Peter Smart, a Durham Puritan prebendary, then estranged from the Chapter, that for the Rectory of Bywell St. Peter, farmed by the Dean and Chapter of Durham for £28 per annum, he was asked £2,000 as an entry fine.¹²⁴ Marcombe, by contrast, argued that the Durham Chapter had no power to alter their statutes and any attempt to do so created opposition from Chapter members and government.¹²⁵ Marcombe continued that the Durham Chapter could not afford the rising costs of repair, maintenance and running the cathedral, together with stipends and other statutory salaries without inflating their

¹²² . For example, Thomas, 'Leases of Crown Lands', 175-6.

¹²³ . Fines before 1660 were the personal property of the Dean and canons for which they were not accountable.

¹²⁴ . Hill, *Economic Problems*, 7.

¹²⁵ . Marcombe, 'Thesis', 244-5.

income. Unlike secular landlords, they could not sell off some of their estate or charge economic rents. The Chapter's options were very restricted. The statutes presumed fixed revenue from land providing for static Cathedral expenditure. From the late fifteenth to early seventeenth century agricultural prices rose six-fold but the Chapter were only supposed to collect fixed rents which bore no relation to inflation causing the landlord to suffer severe financial problems.¹²⁶ Long leases granted in the last years of the Prior and Convent and by the first prebendaries to friends and relations for Deans and canons individual or corps lands increased prebendaries' financial problems in the 1560s.¹²⁷ The statutes did not help the Chapter in this estate management issue but rather acted as a constraint as rents were fixed so the Chapter decided the only way to raise the necessary income was by fines.¹²⁸ Exactly when the Chapter started charging entry fines is not known and cannot be established from this study of Merrington as data on fines does not survive in anything but piecemeal fashion before 1660 because the fines were regarded as personal income by the Dean and Chapter and did not have to be accounted for at the audit. It was, however, confirmed in the Chapter Act of 26 September 1575 that the Chapter aimed to charge renewal fines which equalled four times the fixed rent.¹²⁹ This decision exacerbated the problems of persuading the tenants to accept leases.

¹²⁶ P. Bowden, 'Agricultural prices, farm products and rents,' in Thirsk, *Agrarian History*, vol. 4, 594.

¹²⁷ The Prior and Convent immediately before Dissolution had leased some Corps land for as long as 53 years. Between Dissolution and the creation of the Dean and Chapter more had been leased for 21 years. In the first years of the Dean and Chapter more were leased without provision for their being void if the Dean or members left office or died. (Appendix to *SS 143*, 233). Many of these lands were regained in 1565 after a legal battle but were leased out again by individual prebendaries without any provision that the lease would be void if the Dean or canon left office. See Marcombe, 'Thesis', 126.

¹²⁸ *SS 143*, 187.

¹²⁹ DCD York Book f.40.

Durham Cathedral were not alone in their decision to charge entry fines to compensate for fixed income in inflationary times. Northern landlords had been charging fines to compensate for rising costs on the death of the lord or the tenant from at least 1536 when charging arbitrary fines or gressums was one of the agrarian grievances expressed by northern tenants in the Pilgrimage of Grace. Some gressums were fixed at double the rent, others were arbitrary but had to pass the test of whether they were reasonable in the light of the tenants' military duties. This solution was also adopted by other institutional landlords, for example, new foundation cathedrals, bishops and the colleges of Oxford and Cambridge, together with Eton and Winchester.¹³⁰ The government had recognised the problems faced by colleges on fixed incomes and made provision by the Corn Act of 1576 to link one third of the rent of the property of the colleges of Oxford, Cambridge, Eton and Winchester to the current market value of wheat and corn, thus protecting some of their revenue from inflation.¹³¹ No such provision was made for Durham Cathedral, so the Chapter had to increase their own revenue despite encountering considerable resistance from tenants to their fines policy.¹³² Fines, initially a temporary expedient to counter inflation, became enshrined in the Chapter financial management system.

To compensate for inflation, the Chapter also needed fines to be based on the real value of the land. The evidence of precisely when the Chapter started to base fines on real values is very limited but suggests a date very early in the seventeenth century. Hoyle

¹³⁰ . Bush, *Pilgrimage*, 276. Mussett P. and Woodward P.G., *Estates and Money at Durham Cathedral, 1660-1985*. Durham Cathedral lecture, (1988).

¹³¹ . Payment could also be made in kind. Bendall A.S., 'The mapping of Rural Estates c.1600-1836'. University of Cambridge Ph.D., Thesis, 1986.

¹³² . Part of Norwich Cathedral rents were similarly protected but at a later date by their James I Statutes. I am grateful to P. Mussett for this information.

found a similar problem on the Crown lands and commented that the transition from year's rent to year's value in calculating fines is poorly understood.¹³³ Marcombe attributed some of the changes in Durham to Marmaduke Blakiston, prebendary of the seventh stall from 1599-1631.¹³⁴ There is evidence that tenants opposed these changes. One of the Harleian manuscripts¹³⁵ suggests that tenants negotiating with Blackiston were prepared to pay greater multiples of old rent, just over two years' old rent for each seven years expired. The tenants claimed that instead of renewing within four to five years of the expiry of their leases, they would renew every seven years. Multiples of fixed rent bore no relation to inflated prices as is demonstrated by a rental of the Cathedral estate commissioned in 1621 and completed about 1628. In 1628 the fixed rents of the Kirk Merrington farms were £2.45 but the rental valued the farms at £18, some seven times the fixed rent and values continued to rise until 1660. The other townships' fixed rents in proportion to true values had declined similarly. Tenants frequently waited until the last five years of a lease to renew so the Chapter received quite small amounts and irregular amounts from fines. The Chapter decided that to secure their income they needed fines as a multiple of the true value of their land at regular intervals. This would still leave the tenants with adequate income on which to live, invest in their farms and provide for their families. The Chapter by 1620 asked their tenants to renew their twenty-one-year leases after seven years, paying one year's true value to renew to provide regular income for the landlord. Durham tenants claimed that fines related to the true value of their land were contrary to tenant right and the test of reasonableness suggested in 1577.

¹³³ . Hoyle, *Crown Estates*, 165.

¹³⁴ . D. Marcombe, 'Church Leaseholders: the decline and fall of a rural elite.' in O'Day, *Princes and Paupers*, 257-8.

¹³⁵ . BL Harley MSS. 6853, f.444.

While seeking to solve the new problem of inflation the Chapter still had to protect their fixed income to meet their expenditure obligations. This was made up mainly of fixed rents and tithes from their endowment with the addition of some manorial dues. Marcombe wrote that the Chapter made determined efforts at greater efficiency from the 1560s: in 1568-9 the chapel over the gatehouse was converted into a financial administration centre and tenants were instructed to pay their rents at the new chapel, known as St Helen's Chapel. They employed a registrar and a clerk of works and from 1567 a full time attorney was appointed and more rent collectors. Attorneys usually from among the Cathedral prebendaries were appointed where necessary from 1541-1642 to collect arrears and to pursue tenants who failed to keep Chapter property in good repair.¹³⁶ Debt clearly continued to be a problem but the Chapter always tried to keep it to a minimum. In 1614 Mr Clement Colmore, lawyer, and Mr Raiph Tunstall, clerk of the prebendaries, were appointed to collect arrears of debt for rent fines and court dues which had built up. Colmore and Tunstall were empowered to repossess land and to sue for debt in any of the courts of England in the name of the Dean and Chapter.¹³⁷ It has not been possible within the scope of this thesis to study unpublished court records for any actions. Bailiffs were appointed to collect rents and to take any

¹³⁶ For example DCD Reg. 5, f.199. Letters appointing Ralph Tunstall to act for them in all matters concerning rent or failure to keep Dean and Chapter property in good repair. 1st October 1588. DCD Reg. 9, f.739, Attorney appointed by the Dean and Chapter to prosecute the lessee of Wolviston Mill for not returning the mill in a repaired and tenable form at the end of 21 years. DCD Reg. 11, f.260 Appointment of Gabriel Clarke and Thomas Carr as their attorneys to demand rents for Dean and Chapter property and to take any action necessary in the event of non payment. This could be an arduous task as the Quarter Sessions records from 1556 list offences of violence where a bailiff had seized animals in lieu of rent and the tenant plus accomplices take it back by force. For example, on 30 October 1599 Robert Massam, bailiff, was ordered by the Dean and Chapter of Durham to distrain on Thomas Norton of Skirningham for the annual rent of £6.13s.4d. in arrears. Massam seized 2 oxen, 4 cows and a heifer but Norton's servant, Richard Shaffield assaulted Massam and recovered the 2 oxen, 4 cows and heifer.

¹³⁷ DCD Reg. 8, f. 396.

necessary action against non-payment. The Chapter Act of 20 November 1630 ruled that no bailiffs would be paid their stipend until they received a certificate from the receiver to the treasurer stating that 'they have diligently collected the rents given them in charge'. From 1627 only twenty days were allowed for payment of rent and the receiver had the right to forfeit the lease if payments were not made.¹³⁸ The Chapter Acts of the 1630s do contain some orders declaring void leases where rents have not been paid, for example the lease of Rainton coal mines in 1632.¹³⁹ However, no Merrington leases were so treated, so it does not appear to have been a major problem.

Tithes were protected, especially in Merrington parish where they were the property of the Dean; a survey of the parish in 1612 showed the creation of pasture leys causing a decline in tillage. Permission was given for Ferryhill enclosure in 1623, but tithes had to be protected. From 1630 a new clause in leases provided that either the land had to be kept in tillage or the equivalent had to be paid to the tithe owner in cash.¹⁴⁰

The Chapter also increased revenue from the first half of the seventeenth century by maximising their rental, for example, by charging rent on new house building. The first additions to the Kirk Merrington rental after 1541 were from 1610-1615 when cottages worth 15s and 6s.3d per annum respectively and a waste or decayed cottage lately converted into a pinfold and worth 2s. per annum was added were added to the rent roll.¹⁴¹ By the 1630s the receivers' books contained a yearly list of the total rent for the Durham estate with a note of debt and increases of rent. The latter were virtually all

¹³⁸ . DCD CA., 20 July 1627.

¹³⁹ . DCD CA., 19 June 1632.

¹⁴⁰ . DCD Reg. 11, ff.213-4; Harleian MSS. 6853, f.414.

¹⁴¹ . DCD Reg. 7, f.196; 8, ff. 372,449. R.B. 35, (1637).

additional cottages with the occasional coal mine or fishery. For example in 1637 the total rental was listed as £2128.18.8d less £99.9.4d debt of which £11.17.2d was desperate, giving £2029.9.4d collected. In addition new rents to be accounted for by the receiver in 1638 were listed amounting to £6.3.4d. The new rents were made up of eleven houses or cottages, one staith in South Shields and two wastes in Hayning. The constant nature of the estate was one of the most striking features. Merrington properties were consistently rented from 1541. From 1633 all tenants selling or transferring land had to pay a fee and obtain a licence to alienate.¹⁴² This desire for greater efficiency was reflected in the Durham Bishopric estate. Horton found that Bishops from Bishop Matthew's time, 1595-1606, until the Civil War began to enforce licences to alienate property as a means of increasing revenue.¹⁴³ No attempt appears to have been made to restrict these except occasional prohibitions in the 1630s against assigning to 'popisher recusants'.¹⁴⁴

The Dean and Chapter until the Civil War still received income from the vestiges of the medieval manorial system. The manor of Merrington was retained in hand by the Dean and Chapter. In 1650 the manor of Merrington was valued at £34.1s.0d. and included quit rents, rents of assizes, free rents, customary rents, by rents, gilly corn money, brewing rents, bakehouse rents, courts leet and baron, forfeitures, wardships, marriage escheats, reliefs, heriots, fines, amercements, profits of courts, Leet goods and chattels of felons and fugitives, deodands, rivers, streams, waters, watercourses, fishings,

¹⁴² DCD CA., 21 May 1639, 20 November 1631, 15 November 1637.

¹⁴³ P.H. Horton, 'The Administrative, Social and Economic Structure of the Durham Bishopric Estates, 1500-1640', Durham M.Litt. Thesis, 1975, 252.

¹⁴⁴ For example, DCD Register 12, f.391. This did not prevent the Catholic Salvins of Croxdale remaining tenants.

hawkings, hunting, fowling, common grounds used for common wastes, waste ground rights.¹⁴⁵ The court was only concerned with minor civil suits between tenants and enforcing good neighbourhood. However, the importance of the manor declined throughout the early modern period, firstly because the Dean and Chapter implemented a leasing policy from 1541, with leases granted under the Chapter seal and secondly, because from the mid-seventeenth century Merrington townships were enclosed and the court lost its role of regulator of the common fields.

Setting the level of capital expenditure on their estate was also a problem for the Dean and Chapter. In the early years of their estate management, the Dean and Chapter seem to have used medieval practices with regard to capital expenditure or landlord's repairs. However, by the mid 1580s they apparently found the commitment too expensive.

Within Merrington, only Kirk Merrington and Hett mills were operational in the sixteenth century. Merrington was let on 18 December 1548 to William Kirkhouse with covenants that the Dean and Chapter would provide the millstones as often as the receiver thought necessary. The miller was to provide the sand and lay the stones but receive the old stones in recompense. Additionally, the Chapter had to provide oak and 16d. for iron gear each year for the mill while the miller had to provide cogs and rings.¹⁴⁶ The lease was granted in 1564 to George Trotter on the same terms.¹⁴⁷

Similarly, Hett mill was let on 26 December 1544 to William Richardson and again on 25 September 1560 to William Clerkson. In both cases the Dean and Chapter covenanted to bear all costs of repair and maintenance except cogs and rings which the

¹⁴⁵ . PRO C54/ 3515, June 1650.

¹⁴⁶ . DCD Reg. 1, f.120.

¹⁴⁷ . DCD Reg. 2, f.196.

millers had to provide.¹⁴⁸ This was the continuation of Prior and Convent policies whereby landlord and tenant shared responsibility for the upkeep of mills, possibly prompted by the need to attract tenants in the fifteenth century when they were in short supply because of population losses. By the 1580s the Chapter apparently concluded that their capital expenditure was too great, especially as they could not enjoy the long-term benefit of leaving their estate to their families. Furthermore, the Dean and Chapter were churchmen not farmers and they may have found the administration of capital for tenants too time consuming. An alternative scheme may have been substituted, as after 1660 the Dean and Chapter charged no additional fine on first renewal after improvement to give their tenants the incentive to improve. This scheme probably existed before 1642, but because fines were not recorded it cannot be proved. Hill commented that many chapters made similar decisions in this period.¹⁴⁹ Certainly in the 1580s Durham Chapter policy underwent a transformation making their tenants responsible for all repairs to the mill except great timber. Merrington mill was let in 1587 to George Lawson. The lease originally contained all the provisions described above including the clause that the lease was to begin after that to George Trotter had expired but these clauses were crossed out and the standard lease used for other properties was substituted. Keeping the mill in repair became the responsibility of the tenant.¹⁵⁰ Hett mill, similarly, was leased again to William Clerkson in 1581 when his previous lease expired but he was now to pay for all repairs except great timber.¹⁵¹ All the advantages seem to have lain with the Dean and Chapter in the grant of a lease to Lawrence Wilkinson of the site of Ferryhill mill in 1597. Wilkinson was granted the

¹⁴⁸ . DCD Reg. 1, f.25; 2, ff. 129-30.

¹⁴⁹ . Hill, *Economic Problems*, 6.

¹⁵⁰ . DCD Reg. 5, ff.166-7.

¹⁵¹ . DCD Reg. 4, f.53.

land to build the mill, with four acres of land for pasturing a horse, for which he had to pay 53s.4d. annual rent. He had to covenant to build a mill and home at his own expense within two years with dams, water courses, ditches, hedges, fences, all of which had to be repaired at his own expense. He had also to search for a water spring or running water for his supply. The Dean and Chapter only contributed the land and timber for construction.¹⁵²

Similarly policy towards grants of wood for repairs and fuel varied in the sixteenth century. Some leases provided that tenants were responsible for all repairs except great timber which was provided by the Dean and Chapter. One lease to Martin Smyth of Ferryhill in 1581 provided for continuation of the tradition of the Prior and Convent whereby tenants could take wood and coal only for their own use. This appears to have been the custom in the sixteenth century on all the farms.¹⁵³ The later practice which developed by the seventeenth century was that tenants had to apply to the Dean and Chapter for permission to cut wood for repairs. Timber and building materials were also protected by the Durham Chapter as urged by James 1 and Charles 1.¹⁵⁴ The Chapter in 1631 inserted a timber protection clause into leases.¹⁵⁵ This was contrary to Hill's views about the careless destruction of timber and the practice in the Bishopric of Winchester.¹⁵⁶ Leaseholders of a quarry in Hett were required to provide the Chapter with 'slate, flags and stones' for building.¹⁵⁷

¹⁵² DCD Reg. 6, ff.20-21. Wilkinson may have had problems persuading tenants to use his mill. He was accused at the Quarter Sessions of 1599 of threatening another tenant with a dagger and described in 1603 as "a common brawler and a disturber of the King's Peace". *SS 199* 111, 140.

¹⁵³ DCD Reg. 4, ff.38-39.

¹⁵⁴ James 1, Letter in DCD Reg. 7, f.29; CA., 20 July 1636.

¹⁵⁵ Each tenant had to plant 6 oaks, 6 ash and 6 alders each year and protect their growth.

¹⁵⁶ Hill, *Economic Problems*, 11. and F.Heal, 'Archbishop Laud revisited: leases and estate management at Canterbury and Winchester before the Civil War' in *Princes and Paupers*, 146.

¹⁵⁷ DCD Register 6, f.239.

Durham Chapter decisions with regard to landlord-financed repairs seem to have been part of a national movement to cut landlord expenses probably in the face of greater competition for land in the late sixteenth century with increased population. Horton found a similar decline in repairs to tenant property on the Bishop's estates from the mid sixteenth century.¹⁵⁸ Until the end of the administration of Bishop Tunstall (1530-1559) the Bishopric had been responsible for all repairs or, in a few cases, timber and millstones. After 1559 the Bishop's clerk of works ceased to be involved in mill repairs and tenants became responsible for gearing, millstones, thatch, stone, small timber, ironwork and builders' wages. Tenants could submit expense claims with rent renewals, but Horton found these were only a fraction of what had formerly been spent by the Bishop on mill reconstruction and gradually clauses referring to the Bishop's obligations about repairs were omitted from leases. There were certainly links between Bishopric and Cathedral officials: from 1556 all the major canons were appointed by the Bishop and often one or both of his archdeacons were also canons. Thomas wrote that from about 1563, the Crown similarly tried to shift responsibility for defending its Lincolnshire lands from the sea to the tenants and in return the tenants were excused one entry fine. The Crown also shifted the cost of building repairs, especially for mills, to the tenants in the second half of the sixteenth century.¹⁵⁹

¹⁵⁸ P.H.Horton, 'The Administrative, Social and Economic Structure of the Durham Bishopric Estates 1500-1640', M.Litt. Thesis, Durham University (1975) 169.

¹⁵⁹ Thomas, 'Leases of Crown Lands', 175-6.

Section E. The compromise of 1626, between the tenants' claim of tenant right and the Chapter's need for additional income.

A major step towards solving both the tenurial and the financial problems on Durham Cathedral estate was taken in 1626. Neither the 1577 Order nor James 1's Proclamation of 1620 caused tenant right to disappear on the estate and there were problems on other estates. Throughout England in the sixteenth and early seventeenth centuries custom was slowly being replaced or reinforced by contract. Hoyle wrote that Crown tenants in Penrith refused to take leases and had their customary tenure confirmed in 1564-65. Crown tenants in Middleham and Richmond took forty-year leases but they largely confirmed the customary tenure. 'Moreover, it was held in James' reign by no less a figure than Lord Chancellor Ellesmere that the tenants' interest, being hereditary, was a real and not a chattel interest.'¹⁶⁰ Hoyle found that even on the Crown lands, doubt was cast in 1625 on James 1's proclamation of 1620 and whether tenant right was void as a result of the Union of the Crowns. Hoyle concluded that in the sixteenth century the association between tenant right and border service had worked to the tenants' advantage. However, after the Union of the Crowns, the link had acted to their detriment, for the assumption had readily been made that the redundancy of border service had rendered tenant right void. This belief was seen most clearly in the King's proclamation against tenant right of 1620; it was not until 1625 that a judicial tribunal of the Star Chamber found that the two did not in fact proceed in tandem. The Star Chamber had examined tenants from Kendal in 1625 and discovered that they had two concerns: to confirm their customary inheritable estate, and to avoid arbitrary fines. The Star Chamber decided that the tenants' right to an inheritable tenure was not affected by the ending of border service and confirmed their rights. They did not rule

¹⁶⁰ Hoyle, *Crown Estates*, 199-203.

on the level of fines. The history of tenant right on the Crown estate has not been written after 1625.¹⁶¹

Similarly on the Durham estate a contract was formed between the landlord and their tenants but, rather than replace custom, the contract defined the extent to which the Chapter would recognise their tenants' rights. Tenant hereditary rights to their land were tacitly recognised by the Dean and Chapter in the Chapter Act of 1626. In return the tenants had to pay fines based on the true value of their lands at regular intervals. The tenants accepted leases but the clause forbidding any pact with tenants to renew at the end of the lease was ignored by both sides to protect the tenants' hereditary interest. The surviving source material does not reveal whether this compromise was deliberately initiated by a specific member of Chapter, or whether the policy evolved through attempts by members to establish practices that worked. Perhaps there was also a more realistic attitude on the part of most of the Durham tenants who were prepared to accept different terms in return for a guarantee of real security in the seventeenth century system.¹⁶² The Chapter Act of 1626 gave tenants a *de facto* right to renew provided they paid their rents and fines and kept the terms of their leases and paid an agreed, not arbitrary, renewal fine, equal to one year's true value of the land every seven years. The tenants' interest was much closer to freehold than simple leasehold, which often changed hands at the end of a lease. In Durham, the expectation of both tenants and Dean and Chapter after 1626 was that tenure would be perpetual and there would be no surrender of leases. The tenant could leave the tenancy to his heir or he could within his lifetime assign the tenancy as if it were freehold. Conveyances between tenants were supposed to be approved by the Dean and Chapter, but the system of licences to alienate was very casually implemented at this time.¹⁶³

¹⁶¹ R. W. Hoyle, 'Shearing the Hog: the reform of the estates, c. 1598-1640' in Hoyle, *Crown Estates*, 243. *Stuart Royal Proc.*, 1, 488-90. J Nicholson and R Burn, *The History and Antiquities of the Counties of Westmoreland and Cumberland* (2 vols., 1777, repr. E Ardsley, 1976 1) 57-59.

¹⁶² BL Harley MSS 6853.

¹⁶³ DCD CA., 12 April 1926

Marcombe observed that this was an important turning point in Chapter relations with their tenants.¹⁶⁴

From 1626 Durham Chapter, charged for a new lease, or if twenty-one years had elapsed, for renewal of an old lease, 7.75 times the net value of the land, that is net of the fixed rents. The fines made up some of the difference between the fixed rent and the real value of the land. To calculate the fine the Chapter considered the net annual value of the land and the rate of interest to be allowed to the lessee for paying in advance. Once the lease was sealed the tenant was expected to renew every seven years, paying a fine to cover the period fourteen to twenty-one years hence. The fine was thus the purchase money for a term beginning at the expiry of the fourteen years remaining in the lease.¹⁶⁵ The Chapter gained cash in advance for their expenditure needs and allowed their tenants' interest of £11.11s.81/4d. per cent, as did most Cathedrals operating beneficial leasehold: the interest rates on government funds in the 1620s was 8% but was reduced to 6% after 1651.¹⁶⁶ The Chapter interest allowance translated into one year's true value every seven years to renew a twenty-one-year lease. The twenty-one year leases did not terminate as after seven years the tenant renewed for the period beginning fourteen years hence. There was no scope for the landlord to let to the highest bidder when the lease ran out. Durham Dean and Chapter had adopted a deliberate policy of continuous tenancy. No reversions were sold to non tenants after 1626 in Merrington. The last two tenants, both of Hett, abandoned their *sub ordinem* leases the year after the 1626 act and accepted simple leases.¹⁶⁷ Certainly from 1626 for 200 years the tenants who paid the rents and fines had in practice automatic renewal of their lands. This was contrary to the spirit of the Statutes which forbade 'any covenant or pact..... with the lessees to renew the term of the previous lease upon its

¹⁶⁴ . Marcombe, 'Church Leaseholders', 255-275.

¹⁶⁵ . Howard, *Cambridge*, 45.

¹⁶⁶ . L.S. Pressnell, 'The rate of interest in the eighteenth century' in L.S.Pressnell (ed.) *Studies in the Industrial Revolution presented to T.S.Ashton* (1960).

¹⁶⁷ . DCD Reg. 9, f.775; 10, f.162.

completion'.¹⁶⁸ Until 1662, despite James I proclamation, Chapter leases still required their tenants to serve the King for fifteen days per year on the border without pay when required.

The acceptance by the tenants of a system in which they paid fines by year's true value, largely determined by the rents paid on the few farms which were sublet, to protect Dean and Chapter income and to put it on a regular basis in return for *de facto* confirmation of their tenant right saved Durham Cathedral from the intense hostility from tenants displayed on some of the Crown lands to their landlord when the Crown tried expedients like proof of defective tenure and forced enclosure of commons and wastes to boost income as described by Thirsk.¹⁶⁹ Further research is necessary to ascertain whether this compromise was unique to Durham Cathedral estate or whether similar deals were made on other beneficial leasehold estates.

Section F Landlord and tenant in agricultural partnership: enclosure and improved farming.

The acceptance by landlord and tenants that tenants had security of tenure was followed by considerable agricultural innovation in Merrington. The question posed in this section is whether the fact that the landlord was the Dean and Chapter had any adverse effects on Merrington farming practice. Brenner argued that agricultural output only increased when landlords had forced out small farmers and created tenancies which they could control. Overton by contrast argues that the most dramatic increases in output came where the landlord's powers were weak. It is contended that study of

¹⁶⁸ . SS 143, 97.

¹⁶⁹ . J. Thirsk, 'The Crown as projector on its own estates, from Elizabeth I to Charles I' in Hoyle, *Crown Estates*, 349.

Merrington supports Overton's views and demonstrates that tenants innovated because of their security of tenure.¹⁷⁰ This is seen both in the general enclosures of the townships, one hundred years before the main period of parliamentary enclosure and appreciation by the tenants of the need to increase the productivity of the soil by convertible husbandry, manure and liming. Whether the resulting improved profits allowed the tenants to pay the fixed rents and the fines related to the actual value of their lands is then considered. Laud assumed that all bishops and clergy only realised a small proportion of the value of their lands. Christopher Clay argued that church landlords secured fines 'almost invariably lower than lay owners would have in similar circumstances'. Clay attributed this to the weak bargaining position of individual deans, bishops or prebendaries who held for life only and the intrinsic anti-clericalism of their gentry lessees which resulted in much potential income going to the gentry to keep them quiet.¹⁷¹ Howard said St. John's College found it increasingly difficult to value its estate and so their lessees made great profits from the difference between their rents and those of their sub-tenants.¹⁷² This section considers the Merrington evidence about the Chapter return from their estate and acknowledges that there is not enough evidence to show conclusively whether Durham compensated adequately for their fixed income from rents by fines by 1640. However, there are indications to show they made some progress in this. The level of income is difficult to assess because fines, even after 1626 were only recorded in very piecemeal fashion.¹⁷³

Before considering changes in the seventeenth century, the agricultural structure of the Merrington townships at the beginning of the seventeenth century needs to be established. This thesis is not concerned with the village plans whose medieval structures have been studied by Roberts and Campey. Roberts identified Kirk

¹⁷⁰ M. Overton, *Agricultural Revolution in England* (1996), 204-5.

¹⁷¹ Heal, 'Archbishop Laud' 131. C. Clay, 'Landlords and Estate management in England' in *Agrarian History*, vol. 5, 156-7.

¹⁷² Howard, *Cambridge*, 26.

¹⁷³ St. John's College, Cambridge kept an official record of fines from 1612 on the renewal of all leases, Howard, *Cambridge*, 53.

Merrington, Middlestone, Ferryhill and Hett as two row settlements.¹⁷⁴ In the case of Kirk Merrington the village main street was almost at right angles with the village street of Shellom. By 1541 these two villages were joined as one, Kirk Merrington.

A mixed farming economy of arable and pastoral use existed in Merrington throughout the study period. Open field farming with mainly three-field rotation had been established in south-east Durham in the Middle Ages. Wheat, barley with some oats followed by a third fallow year was common practice.¹⁷⁵ From 1541-1640 the townships retained some open fields and tenants faced the problem of lack of fodder for livestock, which in turn by restricting the numbers of livestock, limited the amount of manure available for arable crops. Stints were in operation on pasture lands which showed the pressure on common pastures. Partial enclosure and conversion to pasture, lacking contemporary documentation but apparent from the Interregnum sales documents, had done much to alleviate the problem by the mid-seventeenth century.¹⁷⁶ This was despite the fact that all the Merrington townships apart from Chilton had pasture rights on Spennymoor, a large area of waste or moorland, shared among all the tenants of the farms. One of the reasons for the relatively large size of farms was the amount of moor or waste each had. Whitworth, Tudhoe and Sunderland Bridge, townships situated between Spennymoor and Durham City also had rights of common on Spennymoor.¹⁷⁷

There were still some common rights and duties in the open fields at the beginning of the seventeenth century but there is scarcely any evidence of whether these fields were farmed as common fields immediately before enclosure or whether the strips were fixed and allocated before enclosure took place. The small amount of surviving evidence is

¹⁷⁴ . B.K.Roberts, 'Village Plans in County Durham' in *Medieval Archaeology* 1972, 42; L.Campey, 'Medieval Settlement Patterns in Northern England', Leeds University, M. Phil. (1987).

¹⁷⁵ . J.A.Tuck, 'Farming Practice and Techniques. The Northern Borders,' in Miller E., (ed.) *Agrarian History of England and Wales, vol.3*, 177-8.

¹⁷⁶ . Thirsk J., 'The Farming Regions of England,' in *Agrarian Histor, vol 4*, 27.

¹⁷⁷ . Brassley also reported large areas of pasture and waste in his study of the north-east in the seventeenth century and considered this to be the main difference between farms in the north-east and south of England. Brassley, *Agricultural Economy*, 5.

to some extent contradictory. Merrington manorial court records show that farming activity, common rights and duties were regulated in the first forty years of the seventeenth century, for example, Widow Gowland and William Richardson were fined for overstints in the Cow and Fog closes in Kirk Merrington. Other offences in Kirk Merrington were wrong ploughing of the heads and baulks, not sowing peas according to neighbourhood, not scouring the ditches and failing to grind corn at or to repair the chapter mill.¹⁷⁸ However, incidental information from a Kirk Merrington will suggests the arable strips were fixed. The will of Rowland Willy suggested that some of the arable acres may have been in fixed places in the town fields by 1608, sixty years before the enclosure award. Willy left one third of his land to his wife as dower. The pasture gates left to her were moveable according to where the pasture was each year: 'two kine gates in the East close or where the pasture shall fall and two hogg gates both in the fields and meadows... and ten sheep gates'. However, the six acres of arable left to his wife were separate strips for example one near the church, another on the Well Hill another adjoining the road to Ferryhill: they were still in strips but it was not clear whether the selection had ceased to change each year or whether he was merely referring to that year's division but the former seems more likely.¹⁷⁹

In this section each township will be considered as a separate unit to show what is discernible about the open field and later enclosed landscapes. In the Kirk Merrington and Hett sections reconstructions of the pre-enclosure landscape have been made. Boundaries between villages were clearly recognised by the sixteenth century. This emerged from the Quarter Sessions on 25 June 1600. Richard Pearson and Thomas Hopper, yeomen of Coundon were accused of removing a boundary stone or mere stone or melderstone on 29 August 1599, stealthily by night, to the detriment of the Dean and Chapter of Durham. From time immemorial, the boundary stone had marked the

¹⁷⁸ . CC DCD MAN/4/30/16, MAN/4/33/10, MAN/4/36/8, MAN/4/37/8, MAN/4/37/5.

¹⁷⁹ . DP, Rowland Willy 1608.

boundary between the vill of Westerton inhabited by tenants of the Dean and Chapter of Durham and Coundon.¹⁸⁰

For Kirk Merrington sufficient source material survives to attempt a reconstruction of the topography of both the open-field village and the subsequent enclosure award. Kirk Merrington in 1541 was bounded in the west by Middlestone, part of the parish of St Andrew Auckland; in the north by Spennymoor, Whitworth parish and the township of Tudhoe; in the east by Ferryhill; to the south east by Chilton and to the south by Windleston, home of the Eden family. The only flowing water was a stream called Dotland Burn which flowed from Leasingthorne to Rushyford and powered Merrington corn mill. A mill pond was needed to conserve water on the limestone ground. Until a few years ago, the outline of the pond was still visible (plate 1) as was the sluice which controlled its water supply (plate 2). The main village well, called St John's Well, was in an eight acre field east of the church and fronting the road to Ferryhill. The main street ran west to east and became the road to Ferryhill. Plate 3 is looking west along the main street from the church. Almost at right angles was Shellom main street running north to south down the slope of the limestone ridge. This street became the road to Chilton and Sedgefield. Plate 4 is looking south east from the top of Shellom main street. Shellom had been a separate village but by 1541 was part of Kirk Merrington. The west end of Merrington village street joined the main road from Durham to Piercebridge. Minor roads led west to Middlestone and Westerton and south west to Windleston.

Only one of the fourteen Kirk Merrington farms had been divided by 1650. This took place in 1621 when Robert Hixon's will left the farm to be divided permanently between his two sons, Richard and Robert, with Richard, the elder, being given two pasture closes by the Upper Mill amounting to forty-seven acres and Robert the rest.

¹⁸⁰ . SS 199, 118-9.

The two closes rented at 30s and the rest at 19s. This was the only deliberate and permanent division of a farm found in a will before the Civil War.¹⁸¹

At the beginning of the study period Kirk Merrington was still largely an open field parish with all the farmhouses fronting the two village streets. A layout of the open field village can be reconstructed as shown in figure 1.2 by using the 1768 plan and survey with the property descriptions of the fourteen Kirk Merrington farms in the Interregnum sales documents.¹⁸² Enclosure of some open field arable, pasture and meadow land had taken place by 1650 but any documentation regarding this does not now survive. In the sales of the 1650s of Kirk Merrington properties there were about 280 acres of meadow closes and 409 acres of pasture closes listed in the township. Thus even before general enclosure took place in 1666, almost half of the land belonging to the fourteen Kirk Merrington farms was enclosed. In total of the land belonging to the fourteen farms in 1650, some 690 acres was enclosed and 801 was open, made up of 452 acres of open field arable and 353 acres of common pasture mainly moorland on Spennymoor. The evidence suggests, as illustrated by figure 1.2, that by 1650 Kirk Merrington had four town fields in use as common arable fields which in total amounted to some 452 acres. Figure 1.2 shows the most likely layout in 1650 derived from the source material. The two main fields were the South field and the East field both of which had about 168 acres of arable land. The shape of the South field is still visible as seen in plates 5 and 6.¹⁸³ To the north of the main street were some fifty acres of Wellfield still in common arable production, the rest of this field, about seventy acres, had already been enclosed. Immediately west of the Wellfield, to the west of the road from Kirk Merrington to Spennymoor was a strip of land running east to west called Bishopley, also used for common arable production and amounting to sixty-six acres. Bishopley and Wellfield may have been farmed as one field to the

¹⁸¹ DP, Robert Hixon 1621.

¹⁸² PRO C54 close rolls.

¹⁸³ These were taken from the track to Bluehouse Farm which now divides the western section of the South field.

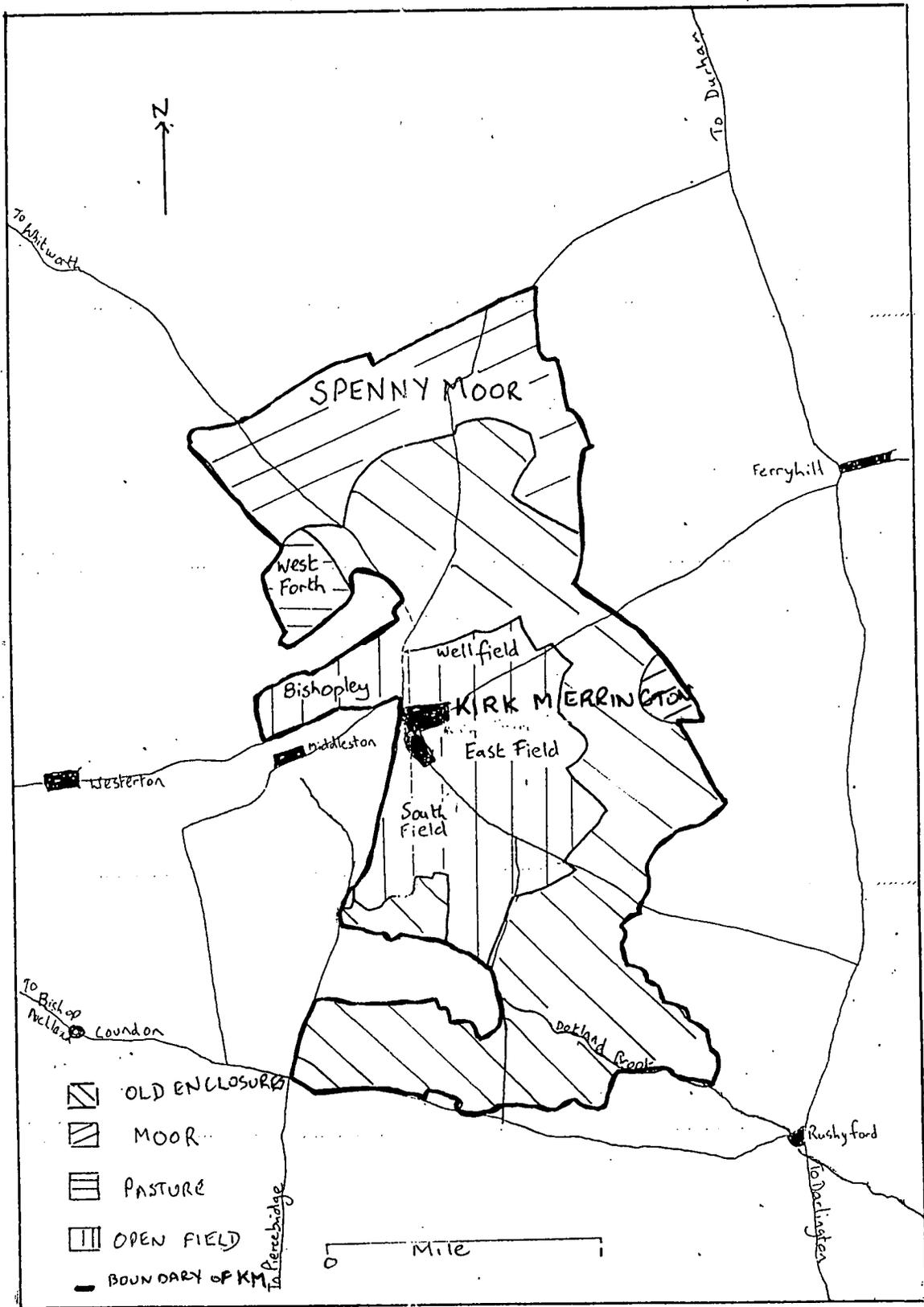


Figure 1.2 Reconstruction of the pre-enclosure landscape of Kirk Merrington, c.1650.

north of the village. Unfortunately evidence to prove this does not survive. To the north-east of the Wellfield were closes which had been enclosed out of the seventy acres of the Wellfield before 1650: all of which had 'Wellfield' in their names. Immediately north of Bishopley was a strip of the neighbouring township of Middlestone and to the north of that a squarish area of forty-five acres of common pasture land called West Forth in which all the farms had two beast gates in 1650 amounting to some three acres each. To the north of Westforth and the Wellfield were a number of closes of unknown date and beyond those, the moor called Spennymoor amounting to about 330 acres, on which all the farms enjoyed rights of pasture in 1650.¹⁸⁴ There was a further small piece of moor in the east of the township of some thirty acres. The rest of the land to the south of the townfields extending to the township boundaries had been divided into meadow and pasture closes. There is no evidence, apart from the suggestion in the will of 1608, to show whether rotation of strips among the tenants was still practised in 1650, nor to show whether the open fields were shifted from one area of the township to another as suggested by Kerridge, although impressionistic evidence from Kirk Merrington suggests the latter was not the case.¹⁸⁵

Middlestone is sandwiched between Westerton in the west and Kirk Merrington in the east, Whitworth in the north and Coundon in the south. It comprised 840 acres divided into seven leasehold farms, plus one acre of freehold, on which was a windmill. The windmill was in ruins by 1773. The town well was at the western end of the village. In 1650 each farm had about 75 acres of pasture, meadow and arable closes, totalling some 528 acres. The site of the open fields is not identifiable and may have been moved

¹⁸⁴ The northern boundary of the township and the moor may be slightly different than shown owing to the difficulties of reconstructing field boundaries in an area which is now heavily developed.

¹⁸⁵ Trevor Rowley pointed out that strips were not necessarily reallocated on an annual basis. Hodgson said that convertible husbandry was not extensively adopted in County Durham. T. Rowley, 'Medieval Field Systems' in Cantor L. (ed), *The English Medieval Landscape* (1982) 30. R.I. Hodgson, 'The Progress of Enclosure in County Durham, 1550-1870', in H.S.A. Fox and R.A. Butlin (eds.) *Change in the Countryside: Essays in Rural England 1500-1990* (1979) 95. E. Kerridge, *The common fields of England* (1992) 53.

about the township as was the custom in areas of Northumberland. None of the field names in Middlestone suggest open field names although many of the names of fields could have originated in furlong divisions. In 1603 open fields were in use in Westerton and Middlestone which adjoined and to which there were rights for the tenants of the respective townships. Westerton tenants accused Middlestone tenants of wrong ploughing and the court agreed and instructed the boundary to be adjusted before Martinmas. There is a possible hint of anti-enclosure protest in Middlestone in 1624. In the Quarter Sessions of that year, William Heighington of Kirk Merrington appeared for breaking the close of Anne Pilkington, widow, at the Fogg Close and depasturing it of grass worth 5s. and damaging it with ox wagons. However, it is not possible to be sure that this was anti-enclosure protest as there were three other incidents between the Pilkingtons and the Heighingtons which reached the Court in 1624. It may just have been an inter-family feud. Middlestone Moor was enclosed between 1674 and 1681 but the enclosure document does not survive.¹⁸⁶

Westerton is the most westerly of the townships studied. It had a total of 690 acres. A narrow spur of land runs north south at the south eastern edge of the township, culminating in 'World's End Close'. Westerton was bounded by Middlestone in the east, Coundon in St Andrew Auckland parish in the south, Bishop Auckland park in the west and Whitworth parish in the north. It is not known when the open fields were enclosed but they do appear to have survived in some from until the 1630s. The will of Anthony Laxe of Westerton left his wife an acre and a half of arable lands in each of the three fields to be ploughed and husbanded by his son. There are traces of them in the field names 'Wellfield' immediately south of the village and 'North field' north of the village. The village well is in Townwell field just south of the village street. A folly stands in the village street dating from the eighteenth century.¹⁸⁷

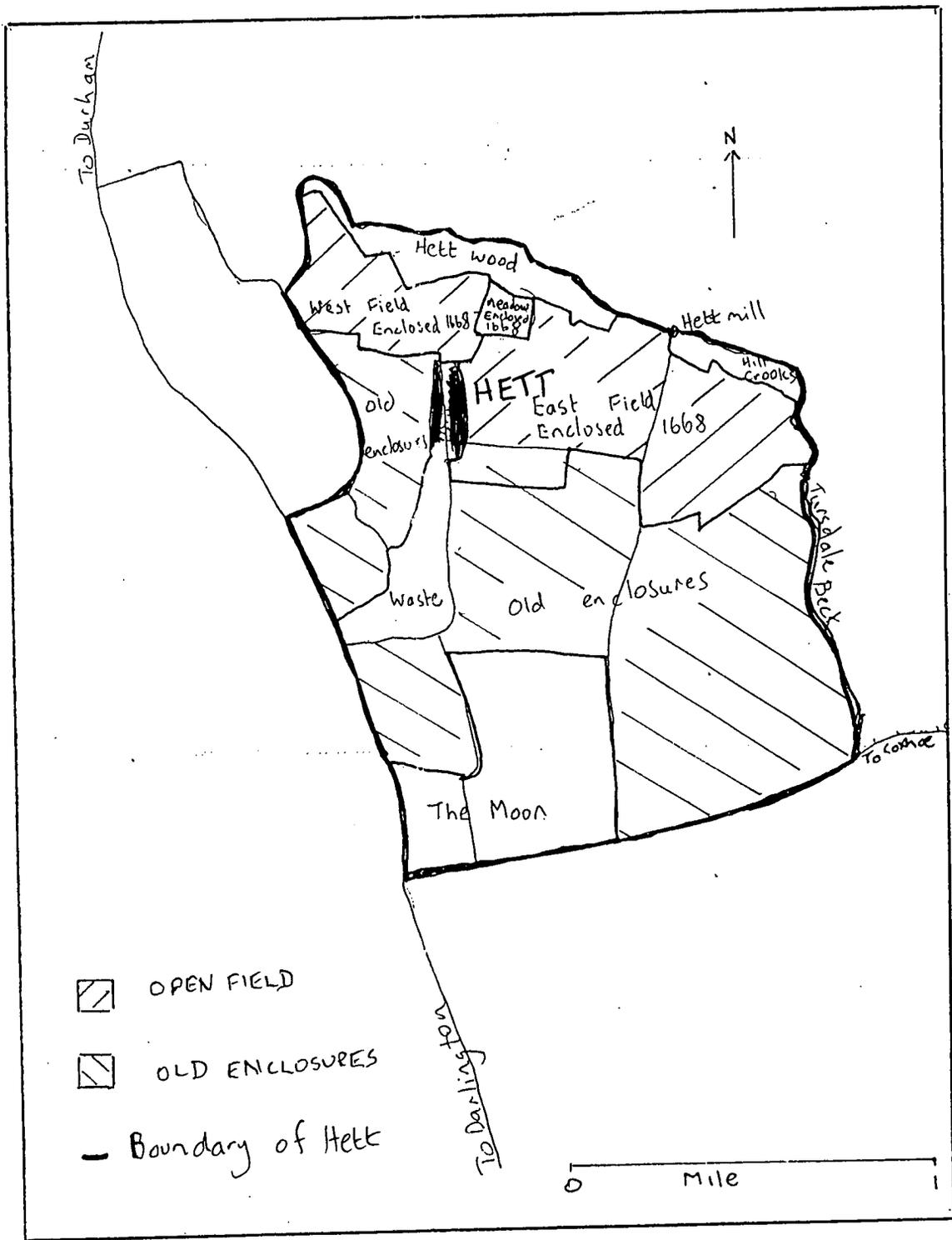
¹⁸⁶ . DCD MAN/4/31/5. SS 199, p.325. Merrington manorial court records refer to a dispute about the Middlestone moor enclosure, indicating that the enclosure took place less than 7 years before 1681. MAN/4/43.

¹⁸⁷ . V.Chapman, *Rural Durham*, 60-1.

In 1650 about 200 acres of the leasehold land in Hett was already enclosed as shown in figure 1.3. Two open fields remained: the West and the East. The West field of some 86 acres lay to the west and north of Hett village. Immediately south of the West field and due west of the village street between it and the township boundary were some old enclosures which had probably been part of the West field or a third field at an earlier period. East of Hett village street, lying between the village and Tursdale Beck was the East field of some 215 acres. Hett mill was fed by a mill race from Tursdale Beck, which marked the eastern and northern boundary of the township with Croxdale and Tursdale, in the north-east of the township. The outline of the mill race is still visible in the hillside above the beck as shown in plate 10. West of the mill and along the beck on the northern boundary of the township, was Hett wood covering 24 acres. East of the mill along the beck was the old enclosure 'Hillcrooks'. Adjacent to the wood and between the east and west fields were the High and Low Meadows, twelve acres in which all the leaseholders had a portion of meadow ground. Hett village runs north to south on either side of a large village green which opened up south of the village into common and waste land. Plate 11 shows the modern village, looking north and plate 12, looking south. There is more housing now but the old plan of the village is still there. In the south east were 126 acres of Spennymoor, on which all the leaseholders had common pasture rights.¹⁸⁸

In the early seventeenth century there was a dispute over enclosure concerning Lionel Martin of Durham City, the keeper, probably absentee, of Hett wood from 1590-1620. Martin paid 6s.8d rent for this right. Close to the wood was meadow land which Martin apparently enclosed before 1612. Tenants of Hett leasehold land were tried before the Quarter Sessions for breaking his enclosure and ploughing up his pasture with oxen. The tenants involved were: John Meabourne of Hett, yeoman; John Wood of Merrington, yeoman; Robert Suddick of Croxdale, yeoman; Thomas Hobson of Hett,

¹⁸⁸ PRO C54 3525. DCD SVT V B 4; map 13627, map of Hett 1829.



Reconstruction of Hett in 1650.

Figure 1.3 Reconstruction of Hett in 1650.

yeoman; Thomas Woodfield of Hett, yeoman; John Kirkley of Hett, yeoman; Henry Ferrey of Hett, yeoman; Matthew Wood of Hett, yeoman; and Cuthbert Swinburne of Hett, yeoman. It was alleged in court that on 7 May 1612 in Hett, the accused tenants assembled and ploughed up the soil of Lionel Martyn in Chamberlain Meadows and depastured his grass with yoked oxen. The outcome of the case is not recorded and the lease of Hett Wood was granted again to Martin in 1613. However, in 1622 the keepership of the wood and the lease of Chamberlain Meadows were granted to Matthew Wood, one of the protesters of 1612 and Philip Suddick, possibly a relative of one of the protesters. They still paid 6s.8d to rent the wood, together with 10s. to rent Chamberlain Meadows.¹⁸⁹

Ferryhill is the biggest of the townships studied. In total there were 2425 acres of farm land, of which just over 460 were freehold, see figure 1.4. Ferryhill was divided into fifteen leasehold farms, of about 125 acres each; the mill, constructed after 1595, and Ferrylough. All are shown on figure 1.4. Ferrylough is a marshy area of some twenty acres at the south-eastern boundary of Ferryhill. Ferrylough occupied the southern end of the natural valley carrying the river Skerne through the Magnesian limestone ridge which divides the eastern side of Ferryhill from Cornforth and Bishop Middleham. The river was damned to make fish ponds and Ferrylough was used for fishing, eel rearing, fowling, a swannery and some pasture. The swan house remained until the nineteenth century. By the mid-eighteenth century, the tenants of Ferryhill, Kirk Merrington, Middlestone and Westerton had to pay swan haver rents at the rate of 1s. per annum for each of the forty farms to the lessee of Ferrylough. Earlier the tenants probably had to donate a swan but the evidence to prove this does not survive. Ferrylough still exists (plates 13 and 14) although its charm for fishermen must be reduced by the main line railway and the cement works. Within Ferryhill there were also Monk's Close, 64 acres at Butcher Race; and Hostler Meadows, 13 acres

¹⁸⁹ SS 199, 223. DCD Reg. 5, ff.242-3, 409; 6, f.309; 8, f.296; 9, f.697.

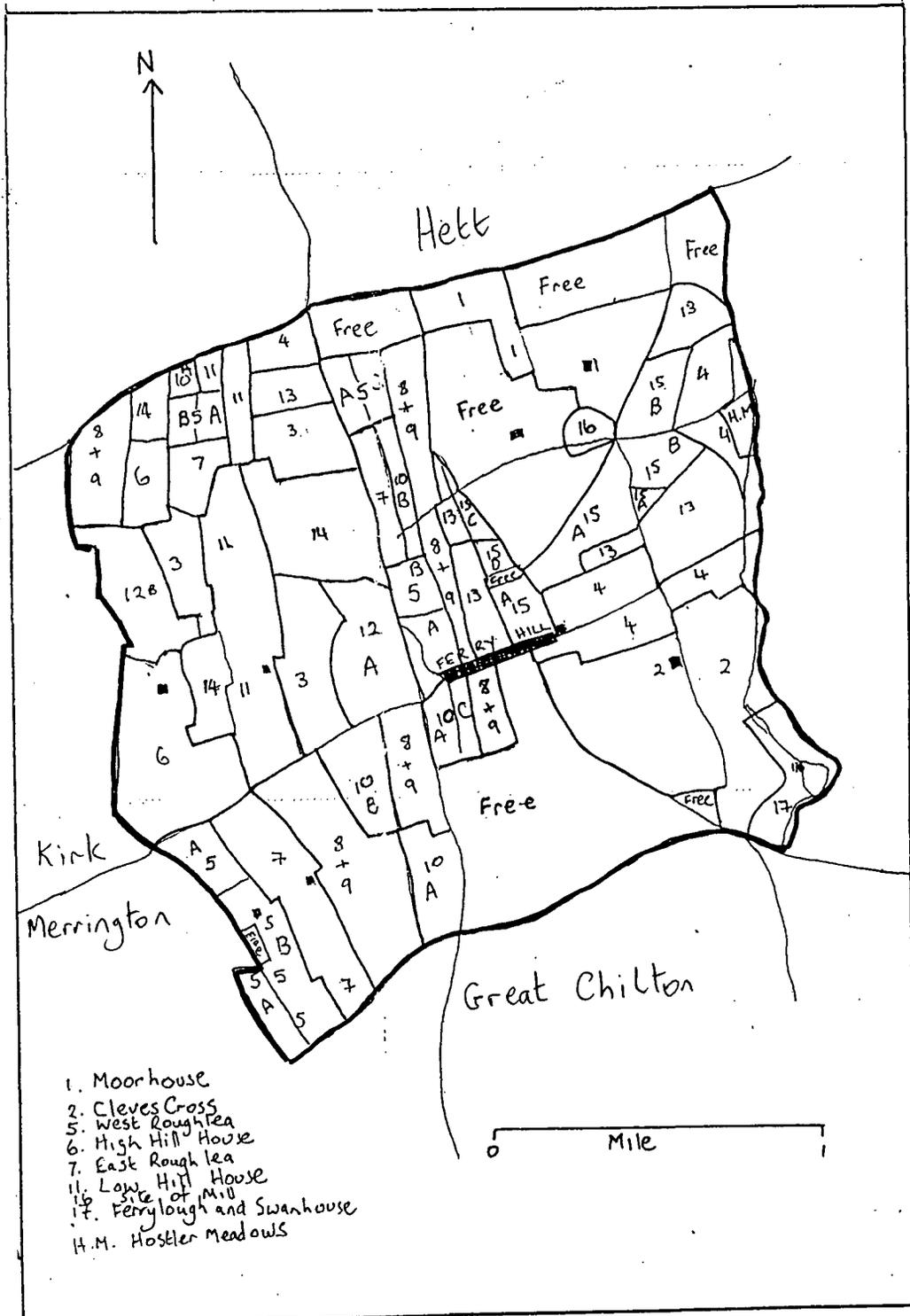


Figure 1.4 The post enclosure farms of Ferryhill, 1637-1765.

unenclosed on the eastern boundary of Ferryhill and shared among three lessees.¹⁹⁰

It is not possible to reconstruct the pre-enclosure map for Ferryhill as it was enclosed before 1650 and much land was exchanged. However, there clearly were open fields as the tenants had complained in 1637 that they were worn out and of less value because of constant tillage. The field names which survive suggest the East field was to the east of the village street, the Wellfield and Churchway fields were to the west of the village and may have been farmed together and, to the north of the village, the Seggs and Bracken Beds have the appearance of old enclosed arable strips. There may have been four open fields in both Kirk Merrington and Ferryhill but it is not certain from the remaining evidence. To the east of the village and north of the east field was the Cow Pasture and to the west of the village beyond the Wellfield was the Ox Pasture. On the northern fringe of the township was Spennymoor occupying 200 acres of leasehold land and 300 acres altogether. South of Spennymoor in the east was the East moor and in the far south-west was Shellymoor.

The landscape of Merrington was fundamentally altered in the mid-seventeenth century because of the general enclosure of the townships, beginning with Ferryhill in 1637. Durham Chapter and their tenants supported enclosure to increase the productivity of their lands as did the many other farmers of County Durham who also enclosed at a relatively early date. The increase in population and inflationary agricultural prices made any improvement worthwhile. Wrigley and Schofield estimated that the population of England and Wales rose twenty-five per cent from 1600-50 and Bowden that cereal prices increased by one third from the 1590s to the 1640s. Wordie suggested that eighty-six per cent of the new demand was met by increased supply from 1600-50 largely as a result of more enclosure, an extension of the cultivated acreage and new

¹⁹⁰ DCD St Helen's 3A/2/5.

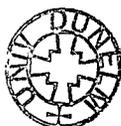
and beneficial agricultural techniques.¹⁹¹ The increased Durham demand came both from the rising local population and in particular from the influx of industrial workers hewing coal to supply the London market. Coal mining was expanding throughout the west and middle of County Durham, largely in response to the increased demand for domestic fuel, much of which came from London. London's population is estimated to have grown from 2.25% to 11% of the national population between 1520 and 1700 in a period when the national population of England is estimated to have doubled. The output of coal in Northumberland and Durham doubled from 1640-80. Agricultural prices continued to inflate until 1640. Therefore the tenants knew that the expense of enclosure was worthwhile to meet the new demand. Hodgson in his study of north-eastern enclosure believed that it was the rapidly developing north-eastern coal industry which led to early enclosure to feed the non-agricultural work force involved.¹⁹² The tenants supported enclosure because the open fields were exhausted by so much cultivation and the moor and common land were under used. None of the arable land in Durham was top quality, rated grade three on the geological survey so the tenants felt the need to enclose to increase yields and profits and benefit from the higher prices caused by the population rises of the previous 100 years.¹⁹³ Tenants knew that there was a demand for more food, which they could produce by varying the land use. Leonard found this was the usual plea of tenants in County Durham who wanted to enclose arable land in the seventeenth century. Kerridge believed the lack of convertible husbandry in the common fields was the main reason for enclosure in the seventeenth century.¹⁹⁴ Yelling thought there were other factors as well as the market which promoted enclosure in County Durham, for example the relatively poor quality

¹⁹¹ E.A.Wrigley and R.S.Schofield, *The Population History of England and Wales 1541-1871* (1981) 532. P.Bowden, *Statistical Appendix to Agrarian History, vol 4*, 862. Wordie, 'Deflationary Factors', 46.

¹⁹² E.A.Wrigley, 'Urban Growth and Agricultural Change', in *Journal of Interdisciplinary History* (1985). Hodgson, 'Enclosure', 90. P.Brassley, 'Northumberland and Durham' in G.Mingay (ed) *Agrarian History of England, vol 6. Regional Farming Systems* (1985) 30. Brassley, *Agricultural Economy*, 6.

¹⁹³ J.H.Stevens and K.Atkinson, 'Soils and their Capability' in J.C.Dewdney, (eds.), *Durham County and City with Teeside* (1970), 55.

¹⁹⁴ E.M.Leonard, 'The Inclosure of Common Fields in the Seventeenth Century,' TRHS, new ser., 1905, XIX, 117. Kerridge, *Agricultural Revolution*, 107.



of the soil made it necessary. Yelling also believed that the existence of one landlord in much of County Durham facilitated enclosure, he cited the Bishop but the same applied to the cathedral estate as the process was simpler with one supportive landlord and in Merrington tenants who shared the land each with plots of similar size. Earlier Gray suggested that in County Durham many townships had access to sizeable pasture areas apart from the open fields and so did not need to preserve the fallow field for pasture. This was certainly the case in Merrington whose tenants had pasture rights to a thousand acres of Spennymoor.¹⁹⁵ Joan Thirsk stressed the importance of enclosure for agricultural productivity stating that agricultural production and by implication agricultural efficiency improved remarkably from 1500-1750. She attributed this to three reasons: more careful cultivation of arable and choice of stock, extension of the acreage under cultivation mainly as a result of enclosure which gave farmers much greater freedom of manoeuvre and thirdly by more productive and more varied farming systems, exploiting innovations described by Kerridge in *The Agricultural Revolution*. Thirsk believes that the most important factor in progress was enclosure.¹⁹⁶

The initiative for individual enclosure appears to have come from the tenants but the Chapter encouraged the process. Chapter tenants were given a general permission to enclose from 1628 when Dean Hunt gave Philipp Ebbuts of the City of Durham power to grant licences of petition and enclosure to any of the Dean's tenants or freeholders.¹⁹⁷ Ferryhill was enclosed in 1637; in which year Hett tenants were given permission to enclose. From July 1639 enclosure was of sufficient importance for a special committee to be appointed to treat with Chapter tenants especially concerning the enclosing of moors, commons and wastes. Two prebendaries, Joseph Naylor and Eleazor Duncon were involved together with a Durham lawyer, John Heath.¹⁹⁸ After the Restoration,

¹⁹⁵ . J.A.Yelling, *Common Field and Enclosure in England 1450-1850* (1977) 19, 58. H.L.Gray, *English Field Systems*, (1915) 405.

¹⁹⁶ . J. Thirsk, *England's Agricultural Regions and Agrarian History, 1500-1750* (1987) 60-1. Kerridge, *Agricultural Revolution*, 181-325.

¹⁹⁷ . DCD Reg. 10, ff.417-8. E. M. Leonard, 'The Inclosure of Common Fields in the Sixteenth Century' in *TRHS, new ser.*, vol. XIX, 1905, 111.

¹⁹⁸ . DCD Reg. 13, f.133, 31 July 1639.

enclosure continued: Kirk Merrington was enclosed in 1666, Hett in 1668 and Westerton Moor in 1698. The study area was virtually all enclosed by 1700.¹⁹⁹ This was in line with progress elsewhere in County Durham where there were large amounts of common field at the beginning of the seventeenth century, virtually all of which were enclosed by the end.²⁰⁰

The enclosure documents which survive for Merrington are firstly, the Dean and Chapter's records: of enclosure and exchange of virtually all of Ferryhill in 1637; of the enclosure of some of the open field and Spennymoor in Kirk Merrington in 1666; of Westerton Moor in 1698. In addition, there is a Chancery award for the division of Hett open fields and meadows in 1668. The other documents may have been lost or perhaps were never recorded as Wordie found that much of the enclosure by agreement in seventeenth century was not registered.²⁰¹ No documentation of cost exists for any enclosure in Merrington, presumably because it was the tenants' responsibility and any accounts they may have kept do not survive. Enclosure was organised by township not by parish.

Within Merrington, Ferryhill, which was enclosed before the Civil War, was the township where the most planned change in the landscape took place. The enclosure was far more comprehensive than those of the other townships which took place after the Restoration. It involved the surrender of old farms, open field and closes; enclosure and exchange and led, exceptionally, to new leases being granted simultaneously to all the Ferryhill tenants giving details of the new lands acquired by enclosure and

¹⁹⁹ Hostler meadows in Ferryhill, amounting to nearly fourteen acres was not enclosed until 1776.

²⁰⁰ Gray, *Field Systems*, 207-227. R.A. Butlin, 'Field Systems of Northumberland and Durham' in Baker and Butlin (eds) *Studies of Field Systems in the British Isles* (1973) 93-145. Yelling, 'Common Field' 19-20. J.R. Wordie, 'The Chronology of English Agriculture, 1500-1914' in *EcHR* 36, 1983, 483-505.

²⁰¹ Wordie, 'Chronology', 483-505. CC DCD First Renewals Book f. 412; LP, Box 14.

exchange. The documentation of the enclosure demonstrates very clearly how tenants expected to benefit from the additional profits of increased productivity resulting from more flexible use of the land after enclosure. All the leasehold lands in Ferryhill were subject to the enclosure award in 1637. The enclosure document listed the division of all the arable, pasture, commons and moor land. However, it is not clear how much of the land had already been enclosed before 1637 because the Dean and Chapter wrote that the enclosure document was a record of all the lands in Ferryhill 'both formerly and now divided' so it probably listed existing closes with new enclosure and so it is not possible to establish what had been enclosed before 1637. The Dean and Chapter recorded that enclosure of the leasehold lands was at the request of the tenants as a result of the example set by the freeholders of Ferryhill. Some forty years before 1637 the freeholders of Ferryhill had got the consent of the lessees and the Dean and Chapter to have their land which was dispersed and intermingled with the leasehold land measured and divided in severalty. The lessees had seen the profit of the freeholders' action and had requested that their lands be enclosed similarly. The enclosure process was facilitated by the landlord's approval and the relatively small number of tenants as the fifteen farms were intact in 1637 but there were a few problems. The tenants had first to solve the problem of John Shaw of Thrislington who had 40 beast gates on Spennymoor. He was allocated 83 acres of freehold land in the extreme north-east of Ferryhill as compensation. Once the enclosure of the leasehold lands was complete leases were surrendered and new ones issued at the tenants' request. The new leases described the lands obtained from the enclosure and exchange of land. The surrender merely said that the tenant gave up his old farm but gave no description of the old farm. This surrender of old leases and the granting of new ones was unique in the study area. The result of this enclosure and exchange was that Ferryhill tenants for the most part obtained compact farms. Individual parcels granted to make up each allocation were large, for example seventy-five acres in the Ox pasture. Whether within each compact

farm the tenant received an allocation of good and bad land is not clear. Each tenant received fourteen acres of Spennymoor.²⁰²

The farms created by the enclosure award can be reconstructed from the 1765 survey and map of Ferryhill which indicate which land was granted to whom at the time of the enclosure. Figure 1.4 shows the fifteen farms, the site of the mill and Ferrylough and the freehold land. It is not possible to distinguish between farms eight and nine as both were granted to Ralph Tatum in 1637 and shown together in 1765. Similarly two of Peter Bowlby's four farms: Moor House and Cleves Cross were rearranged and regranted by 1765 to group all the northerly land into Moor House and the southerly into Cleves Cross so the land shown was that occupied by the two farms. The divisions into "A,B,C" etc are later than the enclosure and reflect the farming divisions by 1765.²⁰³

Spennymoor was enclosed in stages from the mid to late seventeenth century when just over 1000 acres was shared out among the tenants of the five townships. There is no surviving evidence of opposition to this enclosure and loss of common property rights as happened elsewhere. However, as the tenants had similar-sized landholdings and received similar allocations, opposition on the scale encountered in areas with many cottagers was probably not provoked. In the cases of Ferryhill and Kirk Merrington, this was carried out at the same time as the enclosure of the open fields. Westerton moorland by contrast was enclosed by a separate action apparently not linked with any open field enclosure there. Similarly Hett open field enclosure did not include the enclosure of Spennymoor.²⁰⁴

²⁰² . DCD Reg.12, ff.473-8.

²⁰³ . DCD SVT Va4a Ferryhill, 1765.

²⁰⁴ . G.Rogers, 'Custom and Common Right: Waste Land Enclosure and Social Change in West Lancashire' in *AgHR vol 41* (1993) 138.

What effect did enclosure have on land use in Merrington? Merrington remained a mixed farming area throughout the early modern period but the proportions of arable to pasture varied considerably during the period. Contrary to the findings of Levine at Whickham, in Merrington arable farming was of greater value than livestock in the mid-sixteenth century. There was a shift in favour of more pasture in the seventeenth century with a return to more arable cultivation in the eighteenth century.²⁰⁵ Three-course rotation continued on the individual farms with wheat, barley or oats being the main arable crops, followed by a third, fallow year. Thus enclosure did not lead to any change in crop rotations, nor the introduction of new crops. Enclosure did allow convertible husbandry as open fields were converted to pasture and moorland to arable to allow exhausted fields to recover. Evidence from Merrington supports Hodgson's view that although the arable fields, worn out by continuous cropping may have initially been converted to pasture, other lands enclosed from the moor were brought into arable cultivation. This was in line with the Dean and Chapter's concern to protect their tithes from the arable.²⁰⁶

Before the professional surveys of the Merrington estate of the mid-eighteenth century, evidence about land use and values has to be gleaned from source material with some serious limitations. In the 1650s, for the Interregnum sales, information was collected about the nature of the land in Merrington: whether it was enclosed or open field and whether it was in arable or pastoral use. Actual surveys were not made but surveyors visited the area and asked questions and looked at any relevant documentation. The acreages given in the 1650s sale surveys do not cover the whole acreage of the study area but are less by some 1200 acres, possibly because moor or waste was not included. Apart from the sale surveys, the only information about land use in the sixteenth and seventeenth centuries comes from probate inventories. Again this source had its limitations: the sample is relatively small especially as the farms leased to father and

²⁰⁵ Levine, *Whickham*, 87.

²⁰⁶ Hodgson, 'Enclosure', 90.

son had to be excluded because all the crops and animals were not listed in the inventory. Some assessors differed as to what should be included and arable values are understated as seed was not included. Only the inventories where the farm was farmed in hand are of use in this inquiry. Of the inventories which meet all these criteria, fifteen survive from the last forty years of the sixteenth century, sixteen from the first half of the seventeenth. A further problem with the source material was that the volume of arable crops was generally not shown only the value and hay had to be included with arable crops as all crops were frequently shown together in the valuations. The probate inventories do not give values for individual crops. For virtually all the period 1562-1660 all crops were grouped together as corn on the ground and in the barn or threshed and unthreshed, occasionally a list of crops given and valued.

However, while accepting these limitations some information can be extracted. Merrington was a mixed farming area with cattle, sheep, pigs, hens and corn and some store of wool and cheese on most farms, and geese and bees on some. A typical inventory in the 1560s included: eight oxen, twenty cattle, forty sheep, twenty pigs including sows with piglets, geese, hens, capons and a cock. Corn is described as in the fields and barn. Farming equipment included: two ploughs, three somes,²⁰⁷ four harrows, yokes and horse gear, wains and spades and forks. Muck forks featured in all the inventories. The same animals were raised on the farms throughout the period of the inventories from 1563-1706 and all farms used oxen and horses. The oxen were often specified as a pair for draught. For the horses the use was rarely specified. The valuations for oxen and horses increased steadily throughout the period from about £2 for an ox and £1 for a horse in the 1560s to £4.50 for an ox by 1642 and a more variable rate for a horse from £2-£4. Oxen were still valued at £4 in 1700 and horses at £2.50. The only noticeable change in the proportions of livestock held was that in the 1560s

²⁰⁷ . Could this be a variation on Kerridge's alternative name for a plough of 'soulu' or 'sule'. Kerridge, *Common fields*, 45

there were more oxen than horses on each farm in a ratio of 4:1. By 1700 the numbers of each were much more equal and the change had been constant over the period. Where a list of crops was given at any stage in the period 1562-1706 the crops grown were: wheat, barley, bigg, oats, rye, peas and hay.²⁰⁸

Chapter tenants were aware of the need to improve the quality and productivity of the soil with lime and manure from the sixteenth century. The source of the tenants' knowledge is not traceable. The inventories demonstrate that the tenants appreciated the value of manure. Virtually all the sixteenth-century inventories distinguish 'muck forks' from 'digging forks', although which fields were manured is not discernible.²⁰⁹ Havinden wrote that the better farmers adopted the use of lime on fields between 1550 and 1650 and the rest copied during the eighteenth century. Merrington tenants were fortunate as a limestone ridge extends from Westerton in the west to Ferryhill in the east making limestone a local raw material which was quarried and then burnt in kilns on the tenants' land to make lime. Its use is documented from the mid-seventeenth century but the practice existed long before that. Thus Merrington tenants fit into Havinden's category of better farmers for adopting the use of lime by the mid-seventeenth century. The initiative appears to have come from the tenants who appreciated the value of lime and manure in increasing the productivity of their soil and thus their profits but they were helped by the Dean and Chapter as before 1642 as they were allowed to quarry and burn the lime freely on their own lands. In Hett, this principle was formalised in a lease to all the Cathedral tenants of Hett both freehold and leasehold of the right to quarry for slates, flags and other stone and rights of access. The communal principle did not outlive the Restoration.²¹⁰

²⁰⁸ DP, Peter Norman 1696.

²⁰⁹ For example, DP, William Baines 1585. D. Woodward, 'An Essay on Manures', in J. Chartres and D. Hey (eds) *English Rural Society 1500-1800. Essays in honour of Joan Thirsk*, 251

²¹⁰ DCD Register 6, f.239. M.A.Havinden, 'Lime as a Means of Agricultural improvement: The Devon Example' in C.W. Chalklin and M.A. Havinden (eds.) *Rural Change and Urban Growth 1500-1800. Essays in Rural History in Honour of W.G. Hoskins* (1974) 116.

Lime burning for improving the soil, illustrates the interaction of agriculture and industry in Merrington, The application of burnt lime was necessary to neutralise soil acidity which inhibited the growth of crops and to aid the release of organic matter, for example manure, into the soil and to replace lime lost at harvest and washed away. Havinden estimated that the use of burnt lime could raise the productivity of the soil for cereal crops by twenty-five per cent. Local coal was used to burn the limestone and in return farmers produced the food for the growing industrial workforce. A process of interaction that went on throughout the period of study.²¹¹

The evidence from both inventories and sale surveys suggests that arable farming was more important than pasture in the mid-sixteenth century but there was a move in favour of pasture in the seventeenth century. In the sixteenth century, arable crops and hay were worth thirty-nine per cent more than livestock comprised of cattle, sheep, pigs, poultry. Arable crops averaged £24.90 and livestock £17.85 in the sixteenth century inventories. In the first half of the seventeenth century, there was a major change: livestock was worth on average 142% more than crops. The average value for livestock was £68.39 and the average for crops was £28.26. This meant the valuation for livestock in inventories had increased by almost four times on average between the last forty years of the sixteenth century and the first fifty years of the seventeenth century. Crop values stayed constant but given the inflation of the time the actual volumes produced were probably considerably less. A note by Marmaduke Blakiston in the Harley Manuscripts confirms that piecemeal enclosure and conversion to pasture occurred before the seventeenth century general enclosures. The note is of money paid by Merrington tenants in about 1612 to compensate the Dean and Chapter for tithes lost on land laid to pasture. The total paid was £17.90 for the year and substantial amounts of land were converted. In Kirk Merrington fifty acres was laid to pasture, in Ferryhill seventy-five acres. In Hett open fields twenty-five acres were laid to pasture, together

²¹¹ J.S.Brockman, 'Crop Nutrition' in R.J.Halley and R.J.Soffe (eds.), *Primrose McConnell's The Agricultural Notebook, 18th ed.* (1988) 87. Havinden, 'Lime', 120.

with fifty acres in Brown Piece.²¹² This trend continued after the Restoration when livestock valuations were worth 192% more than crops. Livestock averaged about the same as in the early years of the century at £70 and crops averaged £24. Three of the twelve inventories showed no arable crops apart from hay. It is possible that arable crops were omitted by error but overall the trend is too great not to be significant. Especially as the evidence from the sale surveys reinforces the evidence from the inventories. The sale surveys indicated that some 3800 acres was pasture and only 920 acres were arable most of these in Kirk Merrington. These figures must be treated with some suspicion and the land omitted, some 1200 acres was probably waste and thus not recorded. The impression given by contemporary sources is nonetheless of a major switch to pasture farming in the seventeenth century. Action by the Dean and Chapter supported this as in the seventeenth century especially in Ferryhill they adopted a new clause in leases obliging tenants to pay £5 p.a. in lieu of the corn tithe.

Table 1.7 Land Use in Merrington 1650s.

	GRASS	ARABLE
KM	1084	450
MM	477	51
WM	285	39
HT	355	130
FH	1541	242
GC	68	8
TOTAL	3810	920

Note the sale document of one Great Chilton farm was not discovered so 100 acres from Chilton are missing.

The acreage shown in table 1.7 is about 1200 acres less than the total leasehold acreage in the study area.

Arable and pasture land was not equally divided among the townships in the seventeenth century. In the 1650s, Kirk Merrington had more arable than any other

²¹² BL Harley MSS 6853, f.414.

township. However, even in Kirk Merrington, the land used for pasture was almost double the arable land: there were some 450 acres of arable, 804 acres of pasture and 280 acres of meadow. In 1650, Middlestone had 528 acres in closes: 51 acres of arable, 354 acres of pasture and 123 acres of meadow, or nearly ten times as much grass as arable. Only two out of the seven farms were shown as having arable land.²¹³ In Westerton in 1650 there were 39 acres of arable closes, 122 of meadow and 163 of pasture closes with one close of 15 acres of unspecified use. In addition there was common of pasture but the extent of it was not specified in the Interregnum sale documents. Some 300 acres was not accounted for in the closes and may all have been open pasture. 161 acres of moor were enclosed in 1698. In 1650 Hett leasehold farms had almost three times as much land in pasture and meadow as arable. There was about 130 acres of open arable field, 160 acres of shared pasture on the waste and Spennymoor and 150 acres of pasture closes and some 25 acres of meadow, half in common. Finally there was 24 acres of Hett Wood. In Ferryhill in the 1650 survey, there were 1541 acres of grass and 242 of arable. In Great Chilton, the one farm for which the sale document has been discovered had 68 acres of grass and 8 acres of arable.²¹⁴

The evidence to indicate how far the Chapter's return from the estate increased as a result of agricultural innovation does not exist. The Chapter conducted a survey of their estate in about 1628 to ascertain farm values. This was nearly ten years before Archbishop Laud suggested that all bishops and deans and chapters should hold surveys of their lands. These valuations were the only ones recorded before 1660 and were in the Receivers Book 34A for about 1628. All the farms of Kirk Merrington, Westerton and Middlestone farms were valued at £18, Ferryhill at £20 and Hett at £12. All these

²¹³ PRO C54 3513, 3514, 3530, 3670.

²¹⁴ PRO C54 and enclosure, DCD First Renewals book, f.412. .

values roughly doubled by 1660 but how much of this reflected the inflation of the time rather than agricultural innovation is not documented.²¹⁵ No indication is given of how the valuations were made in 1628. After 1660, the renewals books show that Durham Chapter depended on information from farms which were sublet and the leaseholders revealed the rents paid to them. Failing such information, a Chapter surveyor had to view each property and compare it with farms for which the value was known. The 1628 survey remained a working document, recording some revaluations until the 1670s when it was replaced by a renewals book. Unfortunately, the revaluations are generally not dated so they do not provide evidence about the changing level of fines.²¹⁶ Properties were not surveyed and valued at each renewal until the 1790s. The implication of documents from after 1660 is that charging one year's true value to renew a twenty-one-year lease after seven years expired was the accepted practice by 1640.²¹⁷

The only other valuations before 1660 were in probate inventories but only ten out of the forty-two inventories for the period 1540-1642 contained a farm valuation because when the leases were jointly held they passed automatically to the joint lessee and if the farm had already descended to the heir it was often not valued. The basis on which the valuations were made is not specified and is not easily discernible. The valuations ranged from £16 for the first valuation in 1593 for a farm in Kirk Merrington with seventeen years remaining of the lease, to £120 each for two farms in Kirk Merrington in 1635, with seventeen years remaining in the leases but in 1634 the valuation of a Middlestone farm with twenty years left in the lease was £34, another Middlestone farm with fifteen years left in the lease was valued at £30 in 1608. The most interesting valuation was of Martin Dunn's farm in Ferryhill in 1647 which was valued at £80 with

²¹⁵ DCD RB 34 and 34A.

²¹⁶ DCD RB 34 and 34A; Renewals Book 2.

²¹⁷ DCD Reg. 15, ff.195 a-d.

fourteen years left in the lease just before the abolition of deans and chapters of 1649.²¹⁸

It is possible to show that Durham Chapter were achieving a regular income flow by 1640. In 1626 the Durham Chapter had declared their aim of lease renewals every seven years to provide regular income, in this way they anticipated one of Archbishop Laud's attempts to reform church finances. Laud's decrees of 1634 favoured twenty-one-year leases renewable after seven to ten years to give a more regular income. Durham Chapter from its inception had adopted twenty-one year leases by statute so they avoided the problems of other cathedrals, for example Canterbury where the granting of leases for lives continued before and after the Civil War and led to very irregular income.²¹⁹ Hill argued that charging high fines for long periods was one of the many causes of the unpopularity of the Church which contributed to the outbreak of the English Civil War. Hill analysed Laud's motives for reform as two-fold, economic and social. Economically to give bishops, deans and chapters a chance of raising fines and racking rents at shorter intervals and to reduce selling future revenues by taking less heavy fines for shorter periods. Socially, Hill considered Laud wanted the gentry and husbandry who were leaseholders to develop a greater respect for the Church by coming to more regular renewals.²²⁰

²¹⁸ DCD RB 34; DP, Roger Willy 1593, Roland Willy 1608, Thomas Kay 1608, Michael Harrison 1614, George Pickering 1618, Robert Hickson 1630, Richard Hickson 1635, Robert Pleasaunce 1635, Martin Dunn 1647.

²¹⁹ Collinson P., 'The Protestant Cathedral', in Collinson, *Canterbury Cathedral*, 189. Hill, *Economic Problems*, 311. DCD Reg. 11, f.280, 22 June 1634. Heal, 'Archbishop Laud' 131.

²²⁰ Hill, *Economic Problems*, 311.

Durham Chapter's success in persuading Merrington tenants to renew their leases after seven years rather than letting the leases run out or renewing just before expiry is apparent from study of the seventeenth-century lease registers. Analysis of lease renewals in Merrington shows considerable progress towards renewals every seven years especially in the 1620s and 1630s. In the twenty years immediately preceding the Civil War, there were 144 grants of lease as opposed to 72 for the first twenty years of the seventeenth century. For the fifty properties in Merrington, lease renewals in the first decade averaged 15.4 years since the previous sealing with a range of 1-25 years and one property which had not been leased before. For 1610-19 and 1620-29 they averaged 12.8 years and 14 years respectively. By contrast, taking for each property the last renewal before the Civil War, the average number of years elapsed since the previous renewal was 8.3 years with a much reduced range from 1-16 years. By their Act of 26 June 1639 the Chapter decreed that tenants were to be warned to renew their leases after seven years at most or else to expect no such indulgence or favour as they had heretofore obtained. This reinforced the provisions of the 1626 Chapter Act. On this issue, Howard discovered similar practices at St. John's where tenants who had originally accepted leases and let them run out, later turned in current leases before they ran out, and finally by the mid-seventeenth century the usual practice at St. John's was to renew a twenty-year lease of land after seven years, although not all tenants renewed after this interval.²²¹

²²¹ DCD Reg. 6-13. Howard, *Cambridge*, 43.

Section G. Assessment of the Dean and Chapter as estate managers on the eve of the Civil War.

Thus by 1642 the Durham Chapter had succeeded in meeting its objectives of creating a workable tenurial system while combating the effects of inflation. Neither Tillbrook's allegations of neglect nor Hill's conclusions that chapters became inactive rentiers by 1640 were appropriate descriptions of the achievements of Durham Chapter in this period. The Chapter were actively involved in the management of their estates. All tenants had accepted twenty-one-year, simple leases, regular income related to inflation was more assured, rents were collected more quickly, timber and tithe were protected, tenants were responsible for repairs, although help could be given through remission of fines. The principle of automatic renewal for tenants who paid fine, fees and rents was established giving security of tenure and weaker tenants' interests were protected. Tenants were mainly of the middling sort and resident on their farms which they cultivated themselves. Far from creating very long leases which mortgaged the future as occurred on some corporate estates, for example St John's College, Cambridge, Durham Chapter were working towards seven-yearly renewals of twenty-one-year leases to ensure regular income. Hill's description was perhaps more appropriate to the Crown estate. Hoyle wrote that the nature of the Crown estate between 1558 and 1640 had been altered by sales in fee farm which reserved only the rent to the Crown, often collected through an intermediary, causing the Crown to cease to 'be a landowner' and become 'a rentier' unable to improve its estate revenue.²²²

²²² . Tillbrook, 'Aspects of Government', 7. Hill, *Economic Problems*, 11. Howard, *Cambridge*. Hoyle, *Crown Estates*, 31.

Chapter *de facto* recognition of tenant right did not solve all the tenurial problems. Some tenants still resented frequent renewals and especially inflation-related fines. In 1639 a number of tenants signed petitions against the Dean and Chapter for raising fines beyond the amount settled by the Council of the North, that is for charging fines based on the true value of the land, not multiples of the fixed rent.²²³ These discontented tenants united to present a petition to the Privy Council in 1639, complaining that the Chapter had raised fines beyond that agreed by the Council of the North in 1577. They stated that they used to have leases for £2 pa but now were forced to pay £10 pa. The tenants leaders, George Grey of Southwick, a wealthy coal owner, and Anthony Smith of Durham, a lawyer, organised assemblies encouraging tenants, many of whom belonged to the King's trained bands, to unite against the Dean and Chapter and to seal the petition against the landlord. The Dean, Walter Balcanqual, asked Parliament for an act to ban combinations and complained that the tenants had not approached the Chapter with their grievances but rather had gone straight to the Privy Council.²²⁴ Under interrogation, Grey and Smith confessed that they had always held their leases in the same way and that Grey had purchased his lease with its tenure and not paid any fine to the Dean and Chapter. Grey and Smith were sent to prison on 11 March 1640 but released the following January. The tenants' action fizzled out. In the order committing Grey and Smith to prison, the Privy Council recognised the changes in the method of fining and recommended the Chapter 'to renew upon just terms not exceeding one year's clear value of the full profit for renewing a lease after

²²³ W Hutchinson, *The History and Antiquities of the County Palatine of Durham*, vol. 2 (1794) 157.
²²⁴ CSPD, no. 15, 1639-40.

seven year's expired or thereabouts and so proportionately if more years shall be'.²²⁵

Mervyn James saw Grey and Smith as new style regional leaders in an increasingly civil society. Evidence does not exist from Merrington to support this view.²²⁶ From the tenants' viewpoint it was more a matter of resistance to change and better organisation on the part of the landlord, who made more demands on the tenants. All the tenants' allegations were specifically about fines not power nor the wider political scene.

Most tenants, however, accepted the tenurial system which gave them many advantages. Security of tenure enabled Merrington tenants to make very significant agricultural progress, for example the enclosure and exchange of Ferryhill in 1637, so they were able to pay their rents and fines. Investment was the responsibility of the tenants but the Chapter actively encouraged innovation. Phillips, in his study of the gentry of Cumberland and Westmoreland (1660-65), found a similarly positive picture.²²⁷ Agricultural progress in Merrington was interrupted by the Civil War but continued after the Restoration.

Evidence from Merrington supports Marcombe's view that Chapter administration was both active and open to change and very aware of the need to protect income which was in great contrast to the Bishoprics of Durham and Winchester. In Durham, when Cosin became Bishop in 1660, he found few fines to be taken since his predecessor had leased for lives which were often still in being, or for long periods of up to 99 years and even

²²⁵ . Statement of the Case of the Renewable Leasehold Tenants of the Dean and Chapter of Durham submitted to the Ecclesiastical Commissioners for England 1871. DCL Longstaffe 60.

²²⁶ . M. James, *Family, Lineage and Civil Society*, 85-6, 133.

²²⁷ . Phillips, 'Cumberland'.

one for 450 years!²²⁸ In the Bishopric of Winchester three-life leases persisted into the seventeenth century to ensure the patronage of local families and in the 1630s the Bishop could only grant leases for less than half his properties. Similar practices took place in the Bishoprics of Ely and Chichester.²²⁹ On Durham Cathedral estate, fines were shared amongst residentiaries and used to repair the cathedral. On all occasions the Chapter were urged to use their tenants fairly in the interests of the border and harmony, so aggressive reforming agricultural policies could not have been expected of the cathedral as landlord. Within their mandate, they were conscientious and efficient in the early seventeenth century. This was the situation before abolition caused reform elsewhere. Heaton in his study of the Dean and Chapter lands at Canterbury, found similar changes but in the later period, 1640-1760. Durham Chapter estate administration in 1640 was more advanced than that of many other church landlords.²³⁰

²²⁸ . Tanner MSS 92, f.11.

²²⁹ . Heal, Archbishop Laud, 144-5.

²³⁰ . Heaton, 'Canterbury', 171.

CHAPTER TWO. WAR AND INTERREGNUM.

Durham Chapter estate administration was destroyed by war. From 1649 their lands were sold. Very little has been written about the effect of the sale of dean and chapter lands in the Interregnum. Studies have been made of bishopric and Crown lands but as Gentles commented dean and chapter Interregnum sales still await their historian.¹ This chapter evaluates the surviving evidence to suggest what happened on the Durham Cathedral estate. Questions such as, 'did the Civil War alter land holding on the estate, were tenants' farms sold to prominent figures of the Interregnum, did the tenants have the chance to purchase and if so, at what cost,' are considered. The evidence is fragmentary and has to be pieced together in an attempt to suggest answers to these questions.

Section A. The consequences of war for the Dean and Chapter.

The practices of the Church and Crown as landlords contributed to the outbreak of the Civil War. Thirsk wrote that the Crown's attempts to reform its estates were one of the causes of the Civil War.² The national religious conflicts which erupted in 1642 were mirrored in Durham in the doctrinal disputes between the Puritan prebendary, Peter Smart, and his Arminian colleagues, firstly, Richard Neile and later, John Cosin.³ However, there is no evidence of financial and economic malpractice, nepotism and corruption in Durham in 1642 on the scale which provoked so much criticism of the Church elsewhere, for example in York where the Dean, John Scott, a gamester who had been appointed on the recommendation of the Duke of Buckingham, was imprisoned in the King's Bench for debt in 1635, where he remained until his death in

¹ Gentles, 'Bishop', 573.

² Hoyle, *Crown Estates*, 28, 298, 349.

³ M. Tillbrook, 'Arminianism and Society in Durham, 1617-1642', in Marcombe, *Last Principality*, 206-208 J Morrill, *The Nature of the English Revolution* (1993) 79-81, 86-7.

1646.⁴ Scott's petition to the King in 1641 revealed how the Dean's estate was being pillaged by Scott's creditor, who was 'digging coals in a wasteful and extravagant manner'. Durham Dean and Chapter were abolished because of abuses elsewhere in the church, religious issues arising from the Reformation which are beyond the bounds of this thesis and Parliament's need for money.

The Scottish wars of 1640 began the destruction of Durham Chapter estate management, two years before the Civil War broke out in England. The defeat of the King by the Scots in 1640 led to the occupation of the north-east by the Scots army. In September Durham City was seized and for nearly a year, part of the Scots army was quartered on County Durham. First they extracted supplies from Northumberland and Durham, later they demanded £350 per day from County Durham. Durham Dean and Chapter fled to North Yorkshire. Bishop Morton complained of destruction by the Scots but the Scots answered that the Dean and priests fled, pillaging their own homes and leaving the doors open.⁵ Durham Dean and Chapter estate management was out of operation from 1640, with a brief reinstatement from 1641-43, to 1660. The Scottish Commander, General Leslie, employed George Grey and Anthony Smith, petitioners of 1639, to collect capitular rents and tithes for the maintenance of the Scots' army. Thus the loss of income for Durham Chapter began in 1640. Tobias Knowles and William Hamilton, commissioners appointed by General Leslie, instructed Grey and Smith to find all rents of Dean and Chapter lands due last St Cuthbert's Day, 4th September, and due at Martinmas next and the tithes and other profits and to give in their names with a schedule or inventory of their goods, rents and profits. George Grey and Anthony Smith had to warn the tenants of the manors specified not to pay any rents and profits to the Dean and Chapter but to relief and maintenance of the Scots army. If any refused to pay their names were to be given to General Leslie. Capitular tenantry were offered an

⁴ C.C.Webb, 'York Minister 1625-1677: A Prosopographical Study'. University of York M.A. Thesis (1988) 42.

⁵ Morrill, *Nature of the English Revolution*, 46. CSPD 1640-41, 141-2. Brassley, *Agricultural Economy*, 54.

abatement of one-sixth of their rents if paid by 26th September; by 2 October the Scots would demand them in full.⁶ The tenants complained to the English commissioners at Ripon that their rents were not due until Michaelmas and they did not have them to hand.⁷ In the Dean and Chapter receiver's book for 1640-41, virtually all the Martinmas 1640 rents were not recorded as collected, that is half the Dean and Chapter's annual rental income or some £1000. Against most of the townships rent and corn tithes payments to the Scots were listed. These amounted to £204.9s.3d or less than one quarter of what was unpaid to the Dean and Chapter. No dates were given for the payments and they may not be a full list of all paid. For Merrington itself, payments to the Scots are recorded against all the townships except for Great Chilton whose tenants appear to have paid the Dean and Chapter in full for the two farms, but not paid for Prior Brakes freehold land. In the rest of the townships, the tenants paid to the Scots for each farm which they leased. For Kirk Merrington, Ferryhill, Westerton, Hett, the payments made for the specified farms did amount to about one sixth less than what was unpaid to the Dean and Chapter. For Middlestone, the payment was one third less than that unpaid to the Dean and Chapter. However, the full picture was more complicated. In Ferryhill, the unpaid half-year's rent for the fifteen farms amounted to £18.8s.9d, a further £2.3s.3 1/2d was unpaid on other properties in the township, no payment to the Scots was made in regard of this. In Kirk Merrington, the unpaid for the thirteen farms for which the Scots were paid amounted to £15.18s.6d, the total unpaid was £22.13s.1d, partly caused by Robert Laxe not making payment for his farm to the Scots or to the Chapter. In Westerton, payment of one sixth less than what was due was made for the four farms but there was a further £1 of unpaid rents for freeland. In Hett the same applied to what was due for the six farms, but in addition the tenants paid £2 for four closes 11s.2d for Chamberlain Meadows, 7s.3d from the freeholders and 2s for a stone quarry, which amounted to the full rent for each respectively payable only once per year in September. Whether Hett's closer proximity to Durham City made the Scots

⁶ CSPD 17, 1640-41, 61.

⁷ Rushworth 111, 1272; Allen 238.

more aware of what they could claim can only be speculation. In Middlestone, payments were only made to the Scots for four out of the seven farms: two tenants paid all to the Dean and Chapter and one did not pay anyone. Overall in Merrington, the tenants paid over nearly two-thirds of their unpaid rents to the Scots in the autumn of 1640.⁸

Table 2.1. Durham Dean and Chapter rents from Merrington 1640-1641.

	TOTAL DUE	TOTAL UNPAID	PAID TO SCOTS
	£. s. d.	£. s. d.	£. s. d.
FH	40.3.0	20.12.01/2	15.7.8
KM	42.3.7	22.2.6	13.5.5
MM	18.10.2	8.16.10	3.7.3
WM	12.17.0	7.8.0	5.0.8
HT	12.18.8	6.6.10	5.11.5
GC	4.10.0	0.03.4	0
TOTAL	131.2.5	65.9.61/2	42.12.5

The Dean and Chapter did not recover this rent, only receiving about one half of their 1640-1 rents. In addition, in the previous year, 1639-40, Hett tenants had failed to pay almost half their rents. This, also, was not recovered. In the last year of accounts before the Civil War, the Chapter collected all but £12.16s.5d of their rents, the deficit being mainly from Kirk Merrington, Middlestone and Hett.⁹ The Dean and Chapter returned briefly from 1641-3. The last Chapter Act was 2 December 1643 and the final entry in the pre-war Chapter register was 13 December 1643. The revenues of bishops and deans and chapters were sequestered in 1643 and given to Parliament for the defence of the King and the Kingdom.¹⁰ Sequestrators were empowered to let the lands as their landlords had done. In 1644 Dean Balcanqual was singled out as a principle

⁸ DCD RB. 39, 1640-41.

⁹ DCD RB. 39-41.

¹⁰ DCD Reg.13. PRO SP 28/289 (120), (210) CSPD 1641-3, 510.

delinquent by the Parliamentarians and the Cathedral lands were placed under the control of the county committee.¹¹

Leven seized Durham for Parliament in 1644 to restore the coal trade to London. The Scots reached Ferryhill on 12 April 1644 and by July all the County had fallen to the Scots who were quartered on Durham until February 1647.¹² Gilbert Marshall, of Houghall, and Anthony Smith, of 1639 petition fame, were appointed receivers of the revenues of the Bishopric and the Dean and Chapter land.¹³ Bishops' lands were sold from 1646. Peter Smart, puritan Durham prebendary and disaffected from the rest of his Chapter, protested against the loss of his prebendal lands, the profits of which he had been allowed to enjoy in 1645, but to no avail.¹⁴ Deans and chapters were abolished on 30 April 1649; all their lands were to be sold to meet £300,000 of necessities for the Commonwealth.¹⁵ Durham Chapter policy was in abeyance until 1660. Their tenants were at the mercy of Parliament.

Section B. The effects of war and abolition of their landlord for Merrington tenants.

The Civil War and Interregnum were very dramatic and very expensive events in the lives of Durham Cathedral tenants. Their landlord was abolished and their lands were offered for sale. They had to cope with rapidly changing circumstances from 1640-60. Their lives suffered tremendous disruption, firstly when their lands were invaded and they had to support the Scots army, from 1643 their rents were payable to the county committee and then from 1649, their landlord was abolished and their farms were

¹¹ . W. Dumble, 'Government, Religion and Military Affairs in Durham during the Civil War and Interregnum', M.Litt, Durham University (1978) 262 . CC DCD Reg. 13.

¹² . W. Page (ed.) *Victoria County History of Durham, vol.2* (1907) 170-1.

¹³ . PRO., SP 28/289 f.124.

¹⁴ . Dumble, 'Government, Religion and Military Affairs', 262, recorded that 26 July 1645 Peter Smart was to receive the profits of the prebend of Durham and vicarage of Aycliffe.

¹⁵ . C.H.Firth and Rait, *Acts and Ordinances of the Interregnum, vol.2*, 81.

offered for sale to replenish Parliament's coffers. The major issue to be addressed in considering the effects of war on Durham Cathedral tenants is whether the tenants managed to buy their own lands and if so at what cost.

Alan Heesom suggested that only large tenants benefited from the chance to buy their own property, despite clauses in the legislation to protect all tenants' interests. In the wider national debate pamphleteers and polemical writers accused parliamentarians and chief army figures of buying all the confiscated Crown and church lands to further their own ambition. Chancellor Hyde in 1660 argued that the chief beneficiaries of the land sales were leading Parliamentarians. Thirsk found that some royalist lands were bought by agents and sold back to tenants. This section will examine whether the Durham tenants in the main were deprived of their lands as a result of having the church for a landlord.¹⁶ The available evidence suggests that in the main Merrington tenants purchased their farms through agents and so retained them but at great cost which led to significant hardship for tenants and serious consequences at and after the Restoration.

Problems began for Durham Cathedral tenants in 1640 when Merrington tenants had to support the Scots army and paid to the Scots in the Autumn of 1640 about one third less, than was due in rent to the Chapter.¹⁷ The Scots were quartered on Durham until February 1647 which caused much protest. Correspondence from Sir George Vane to his father Sir Henry in 1644-5 revealed how their Durham tenants were suffering from the burden of supporting the Scots army.¹⁸ The War lasted until 1647. The situation for the Chapter tenants was made even worse in 1646-8 by disastrous harvests when the price of wheat rose in 1647 from 30s per quarter to 65s.¹⁹ Durham leases still required the Dean and Chapter tenants to provide one man from each farm, with horse and

¹⁶ A Heesom, 'The Enfranchisement of Durham' *Durham University Journal*, (1988) 277. J.Thirsk, *The Rural Economy of England* (1984), 86, 103-4.

¹⁷ DCD RB 39, 1640-41.

¹⁸ CSPD 1644-45, 174-5.

¹⁹ J Kenyon, *The Civil Wars in England* (1988), 160.

furniture, to do service for the King on the borders for 15 days a year.²⁰ In 1639 Charles 1 sought advice from his chief judges concerning the continuing existence of tenant right and border service. Charles asked Sir John Bramston, Chief Justice of the King's Bench; Sir John Finch, Chief Justice of the Common Pleas; and Sir Humphrey Davenport, Chief Baron of the Exchequer, whether tenant right and the duty of border service of his subjects in Cumberland, Westmoreland, Northumberland, and Durham had been ended by the Union of the two Crowns on his father's accession. The judges found that the Union of the Crowns did not alter or determine the customary estate of inheritance in the counties of Northumberland, Cumberland, Durham and Westmoreland, nor the services due out of the same but their estates and services remained and continued as before. They further found that the duties of subjects to do border service had not been ended by the Union of the Crowns and inhabitants of the borders were still bound to defend England against incursions from the Scots.²¹ The King called up some 4000 from Yorkshire, Durham and Northumberland, presumably including the Chapter tenants.²²

Surviving collectors returns in the state papers indicate that rents from dean and chapter lands were collected on behalf of the sequestration or county committees from 1643. Accounts were kept by the committees and cash paid in to the treasurer in the Guildhall in London. Sequestrators had the power to let or demise lands in the same way the former landlords had but no such leases survive from Durham. There was some provision for ministers out of capitular revenues.²³ Durham tenants paid their rents to the receivers appointed by the county committee, Gilbert Marshall and Anthony Smith.²⁴ Gilbert Marshall and Anthony Smith received £21,373 6s 7d in rents and profits of the Dean and Chapter and Bishop's lands in Durham from 1643-1656, as a

²⁰ DCD Reg. 13, 14, 15, 16.

²¹ CSPD, no.15, 222-3.

²² Kenyon, *Civil Wars*, 16.

²³ W.A.Shaw, *A History of the English Church during the Civil Wars and under the Commonwealth 1640-60*, vol. 2 (1900) 207.

²⁴ PRO SP 28/289(121),(127).

result of the ordinance of 1 April 1643 sequestrating delinquents land and the subsequent acts abolishing bishops and deans and chapters. There is no indication of whether renewal fines were collected as well as rents but from the sums involved it is very unlikely that any were collected. A list of rents received from the manor of Merrington showed that £236.5s.6d was received for three and one half years to Martinmas 1650. The annual rental for the study area in 1642 was about £110. So a little over two years rental income due from the study area was collected in three and one half years from the whole manor of Merrington. Some possibly may also have been paid to the Scots but the likelihood is that only rents were collected.²⁵

After bishops and archbishops were abolished in 1646, some Durham Cathedral tenants protested about the likely sale of their lands. The Lilburnes, George Grey and Captain John Shaw, tenant of two farms in Ferryhill protested in London against the proposed sale of dean and chapter lands.²⁶ Parliament's lack of money made the sale essential and an act to abolish deans, deans and chapters, canons prebends and other offices and titles belonging to any cathedral or collegiate church or chapel within England and Wales was passed on 30 April 1649. No longer was the money from the sale of dean and chapter land to be used for the ideals of promoting true religion and piety but to pay debt and finance the army campaign in Ireland. The exception was tithes which, together with bishops' land tithes, were ultimately vested in trustees to pay salaries and augmentations to preaching ministers and to school masters.²⁷ In 1655-6 provision was made to found a university in Durham using the Cathedral and the Dean and canons' houses, together with rental income from the Bishopric estate. These proposals were abandoned at the Restoration.²⁸

²⁵ . PRO SP 28/289 (124-6).

²⁶ . Dumble, 'Government, Religion and Military Affairs', 262.

²⁷ . Shaw, *English Church* vol. 2, 214-5.

²⁸ . *CSPD* 1655-6, 156.

The process for sales was very clearly set out and is recorded in Firth and Rait, *Acts and Ordinances of the Interregnum*. The aspects of the legislation which affected Durham tenants were as follows. Lands and all other possessions excluding charitable payments and tithes were to be sold to meet £300,000 worth of the Commonwealth's expenses. All lands were to be held by trustees, led by Sir John Wollaston. The trustees were to honour all leases which had been granted before 1st December 1641. If a lease had been granted after that, the tenant could enjoy any part of a former lease which he had turned in to renew the lease. Trustees could make leases for property which were out of lease for one year or less until properties were sold.²⁹ Trustees had to appoint surveyors who were authorised to hold courts of survey to value the lands. Surveyors were allowed to demand any charters, deeds, rolls, books, accounts, writings and evidence that concerned the premises. They did not have to personally survey and measure the property as the government need for cash was too great but accepted the surviving evidence. Surveyors were instructed to find out true values of land and give this to the trustees in the form of the reserved rent plus the improved annual value.³⁰ On 28 May 1649 a warrant was issued to the treasurers for dean and chapter lands to pay £500 per week for one month, to enable the surveyors to carry out their surveys.³¹ Evidence from Kent showed the survey included memoranda or extracts from the then current leases which the present tenant was obliged to furnish for ratification. This was necessary to establish a tenant's good title to the land.³² Failure to produce a lease was noted in the survey. A model survey was provided for surveyors called 'SALE'. The surveys were very quick and it often took only four months from survey to sale. Surveys gave a very detailed description of estate; the land use and the extent to which the lands were enclosed. Valuable light was also shed on manorial customs and leasing policy in the mid-seventeenth century. The surveyors did not pay much attention to

²⁹ . *Firth and Rait 2*, 97.

³⁰ . *Firth and Rait 2*, 81-87. The Sale surveys were different from the parochial surveys necessary to determine the amount of support needed for Ministers in each parish. Gentles, *Bishop*, 575.

³¹ . *CSPD 1649-50* 159; 1650, 446.

³² . *Firth and Rait vol. 1*, 84. Heaton, 'Canterbury', 15.

buildings, they concentrated on land. The speed of surveys must have relied on verifying of local information and on eye estimation to a large extent. Surveys were concerned with market values rather than nominal values and actual profitability rather than customary and feudal dues. However, the accuracy of the surveys depended on how precise the information supplied locally was.³³ One hundred years after the survey Canterbury Chapter were still using details of acreage and value as a basis for assessment. The Surveyor-general, Colonel William Webb, saw each survey. Webb was supposed to ensure that the capitular surveys were of a better standard than those of the bishopric lands, the poor quality of some of which had hindered sales. Webb had to return the survey to the registrar within six days approving it. The details of the lands surveyed were set out in particulars on which the purchaser contracted. Shaw listed two Durham surveyors: William Fielder and Gilbert Marshall. From June 1649 the minimum price to be paid for lands in possession was ten years' purchase of the current value of the land.³⁴

Gentles commented that values had improved by five times over the ancient rents. This was certainly the case in Merrington, where even in 1628, values in Merrington were seven times higher than the reserved rents. Durham Chapter had compensated for this with fines. Fines were not considered in the Interregnum sales documents.³⁵

Immediate tenants of the deans and chapters had first refusal of their own lands, at a price offered to them by the registrar, for thirty days from the receipt of the survey. From 31 July 1649 any one who was the executor or administrator of the previous tenant could buy the lands. If any tenant failed to make a contract within thirty days his land could be sold to some one else. The short period of time reflected Parliament's

³³ . The areas described in the Merrington sale documents amounted to less than the acreage in the study area.

³⁴ . Shaw, *English Church* vol. 2, 519.

³⁵ . Heaton, 'Canterbury', 17. I.Gentles, 'The Sales of Crown Lands during the English Revolution' *EcHR 2nd ser.*, 26, (1973) 617.

need for cash.³⁶ From 1654 in the case of a doubtful survey tenants had three months to prove their case. Tenants had to pay a minimum of twelve years' purchase for lands, reduced to ten years in June 1649 for lands in possession. Contractors had the power to study all surveys and to amend if error was proved. They also had the power to deliver all records, writings and evidences to purchasers. The registrar had to record all surveys and the values and rates, and sign every particular of the premises upon which contracts for sale were made. The number of years paid on existing values could range from fifteen to thirty-two, while on the improved value the number was usually between four and seven years. The fluctuation in the number of years depended on whether the property was encumbered with leases or being acquired with vacant possession.

Capitular land could be bought by doubling by people who had already loaned money to the government. If some one was owed £200 by the Parliament, they could loan a further £200 by way of doubling and be given a bill which said they were entitled to £400 worth of dean and chapter lands. These doubled bills as they came to be known could be sold if the person who was owed money did not want land instead. Their value changed between 1646 and the mid 1650s but often, for example in 1650, they sold for considerably less than their face value so prospective purchasers of chapter lands bought doubled bills to reduce their purchase price.

A committee for removing obstructions to the sale of dean and chapter lands was set up on the lines of the one for bishops. Any problems or disputes over sales were referred to this committee. Until 1652 most members of the committee were MPs. In 1652 the MPs were replaced by seven salaried commissioners. From June 1653 the Committee were allowed to sequester lands if the first or second moiety of the payments was not made.³⁷ All business of the trustees was to be conducted at Sir Richard Gurney's house, Old Jury, London, known as Gurney House and all records were stored there.

³⁶ . *Firth and Rait* 2, 81

³⁷ . G.E.Aylmer, *The State's Servants. The Civil Service of the English Republic 1649-53*, (1973) 13.

Provision was made for the use of agents in purchases from 2 June 1649, who had to have a declaration of trust from the tenant authorising them to buy the property.

Within Merrington in 1642 there were sixty-two leases in existence for Dean and Chapter properties. These included the forty-eight farms, three divided into two which made fifty-one properties. In Kirk Merrington the mill, two cottages and the tithes of Hostler meadows and a cottage; in Ferryhill, part of Hostler Meadows and part of Monks Close, Ferryhill Mill and Ferrylough, a marsh for game; in Hett, the mill, the herbage of the wood, Hill Crooks and a quarry.

These properties in April 1649 became the responsibility of commissioners for the sale of dean and chapter lands. They were surveyed and offered for sale to the tenants initially. When the properties were sold the sale was registered in the Chancery close rolls in accordance with the Statute of Enrolments of 1536. There are about sixty close rolls for each year 1649 to 1660 with up to thirty transactions on each. Palmer's *index locurum* lists all dean and chapter sales by the first place in each transaction.³⁸ All the rolls listed with Durham Dean and Chapter sales as first transaction have been studied, together with the York Dean and Chapter sales as they included an occasional Durham property. Generally speaking sales of Durham Dean and Chapter lands were in the same transaction, this has enabled sixty-one out of the sixty-two property sales for Merrington to be traced. The property for which a sale document has not been found was one of the Great Chilton farms. It may be that it was not sold or it was sold in a package with lands outside Durham. The farm was not granted to the tenant at the Restoration and no fine was paid for a new lease until 1681 when all the other farms of the study area were let in the 1660s.³⁹

³⁸ . PRO IND, 1/17355.

³⁹ . CC DCD Renewals Book 2.

Resale of Dean and Chapter properties by agents to tenants or to other purchasers is much harder to trace. As a result of doubts about the legality of transactions, some purchasers recorded subsequent sales in Chancery but there was no requirement to do so.⁴⁰ There is a contemporary index of sales by purchasers names in the Public Record Office but no place of residence is given. A search was made in this index for tenants' names from before and after the Civil War and Interregnum, and for names of known purchasers and all possible sales were then examined. From this search and from discovering second sales grouped with first time Durham sales, five groups of second sales for Merrington have been found. The searches, including some sampling of the close rolls, have shown that sales were recorded on the Chancery rolls by geographical area and that probably all the registered second sales relating to Durham tenants' land have been identified.⁴¹

First sales of properties in Merrington were by ten transactions dating from 21 March 1650 to 20 June 1654 during which sixty-one properties were sold. Most of the properties (52) were sold in 1650: five in March, forty-six in May, one in June. Three more were sold in January 1651 and five more in October 1651 and two in June and July 1652.⁴² In addition Merrington manor was sold in June 1650.⁴³

Five second sales of groups of Merrington properties amounting to twenty-two of the sixty-one first sales were registered in Chancery: involving six properties from Kirk Merrington, eight from Hett, four from Ferryhill, three from Middlestone and one from Westerton. Seven of these were back to the original tenant: two in Kirk Merrington, four in Ferryhill and one in Westerton.⁴⁴

⁴⁰ Thirsk, 'The Sales of Royalist Land' 188-207.

⁴¹ PRO Long Room, Indenture index.

⁴² PRO C54 3513, 3514, 3515, 3525, 3530, 3531, 3631, 3670, 3672, 3798.

⁴³ PRO C54 3515.

⁴⁴ PRO C54 3668, 3637, 3674, 3633, 3532.

To begin with the original sales from the Trustees of each property in Merrington. The whole of Ferryhill was sold by the Commissioners for Sale of Dean and Chapter lands to Adam Shipperdson and Richard Marshall. Sixteen properties were sold as part of a very large sale on 30 May 1650 and two more were sold on 27 January 1651. Four of the properties were subsequently sold on to John Shaw, the tenant. No other second sales have been found.⁴⁵ Fourteen of the Kirk Merrington properties were sold to Adam Shipperdson and Richard Marshall also as part of the sale on 30 May 1650. Three others had already been sold to Middlestone tenant, Christopher Downes. The two remaining were sold to Richard Sykes, the younger, of Leeds on 20 October 1651. Of the properties sold to Adam Shipperdson and Richard Marshall, the mill at Kirk Merrington and three farms were subsequently sold to Matthew Alured and William Sykes in May 1651 and a part farm and a cottage and the tithes of Hostler Meadows were sold back to the tenant, Thomas Hixon, in August 1651.⁴⁶

Sales in Middlestone were the most fragmented: one and a half farms were sold to Adam Shipperdson and Richard Marshall as part of the 30 May 1650 sale; one and one half were sold to Christopher Downes, tenant of the whole farm; three were sold to Edward Winslowe of London, gentleman, and Joseph Booth, citizen of London on 23 June 1650. The remaining one was sold on 10 July 1652 to the tenant, Richard Carre of Cowthorpe, Yorkshire, who had taken over the tenancy by 1638-9. The three farms sold to Edward Winslowe and Joseph Booth were sold on to George Downing in March 1651. No other second sales are recorded.⁴⁷

All the farms in Hett and the herbage of Hett wood were sold to Adam Shipperdson and Richard Marshall together in one sale of 28 May 1650.⁴⁸ Hett quarry was sold solely to Richard Marshall on 23 June 1652; Hill Crooks and Hett Mill were sold to Richard

⁴⁵ PRO C54 3530, 3531, 3674.

⁴⁶ PRO C54 3530, 3513, 3631, 3633.

⁴⁷ PRO C54 3514, 3513, 3530, 3670, 3532. CC DCD RB 39.

⁴⁸ PRO C54 3525.

Sykes on 20 October 1651.⁴⁹ Hett coal mine was sold with Merrington manor to Matthew Alured and William Sykes in October 1650. Four acres of Spennymoor belonging to Hett were sold to John Farmer in 1654.⁵⁰ All the farms and the herbage of the Hett wood were sold a year after the first purchase to Matthew Alured and William Sykes in May 1651 with the Kirk Merrington farms referred to above.⁵¹

All of Westerton was sold to Adam Shipperdson and Richard Marshall. One farm was divided in December 1651 sold half to the tenant and half to Robert Shaw. Only one of the two Great Chilton sales has been identified on 20th October 1651 to Richard Sykes.⁵²

The sale documents included: the date of sale, the price of the group of properties which comprised the sale, the properties were not individually priced, and the fixed rent plus value on improvement, or a present yearly value, for each property. This was followed by a detailed description of each property, especially of fields and land use and distribution.

There is a common conception that government officials profited from Interregnum land sales at the expense of the pre-war tenants.⁵³ The Interregnum sales documents have been examined to establish so far as is possible what happened in Durham. This shows that for the most part government officials did not exploit the leasehold lands of the Cathedral tenants in Merrington. What happened with regard to manorial rights which were still held directly by the Dean and Chapter and in some other townships will be discussed below. After the war, Durham tenants complained of hardship, because of having to pay high prices to buy their lands from the trustees and then

⁴⁹ . PRO C54 3631.

⁵⁰ . PRO C54 3798. This was not in lease before 1642.

⁵¹ . PRO C54 3633.

⁵² . PRO C54 3525, 3631, 3637.

⁵³ . Thirsk, 'The Sales of Royalist Land', 200.

having to fine at a high rate to retrieve them after the Restoration. Very few of the purchases from the Trustees were made by Durham tenants but the evidence suggests that they were made by agents on the tenants' behalf. It is impossible to tell from the initial sales by the Trustees registered on the close rolls whether the purchaser is buying in his own name or on behalf of a client.⁵⁴

Parliament had made provision for dean and chapter land to be bought by agents, stating that where agents purchased on behalf of some one else the true purchaser should get a declaration of trust from the agent under the agent's hand and seal. Historians studying the sales of Crown and delinquent lands have found that agents were similarly employed.⁵⁵

In Merrington, most of the land appears to have been purchased by agents acting on behalf of the tenants. The original purchasers were Adam Shipperdson, lawyer of Morton, County Durham; Richard Marshall, lawyer of Gray's Inn, London; Joseph Booth, citizen of London; Richard Sykes, lawyer of the City of London; Matthew Alured, colonel in the army; Edward Winslowe of London, gentleman; Christopher Downes of Middlestone and Richard Carre of Cowthorpe, Yorkshire. Where second sales were recorded, the purchasers were John Shaw, Ralph Liddell, Thomas Hixon and Matthew Alured and William Sykes.⁵⁶ Christopher Downes, Thomas Hixon, Richard Carre and John Shaw were Merrington tenants buying back their own land. Only Downes and Carre did this on their own in an original purchase from the sales commissioners, between the two of them they bought six Merrington properties. John Shaw bought his own farms, mill and Ferrylough, all in Ferryhill, from Shipperdson and Marshall in a second sale. Hixon bought his father's cottage and some tithe rights.

⁵⁴ . CC DCD LP, Box 8.

⁵⁵ . Thirsk, 'The Sales of Royalist Land', 188-207. P. G. Holiday, 'Land Sales and Repurchases in Yorkshire after the Civil Wars 1650-1670' in *Northern History* 5 1970, 78. Hoyle, *Crown Estates*, 19.

⁵⁶ . PRO C54 3513, 3514, 3515, 3525, 3530, 3531, 3532, 3633, 3668, 3670, 3672, 3674, 3798.

Therefore at face value, very little of the land in Merrington was sold back to the tenants.

The evidence suggests that most, Merrington tenants intended to buy their lands from the commissioners but for a number of reasons, they employed agents to carry out the negotiations. Firstly, Durham was a long way from London and most tenants did not have the means for personal negotiation.⁵⁷ It was also evident that rates of purchase were negotiable. Richard Marshall wrote to Sir Richard Bellasis about the purchase of Ouston in Yorkshire, saying that as the contractors were strangers to the area they might ask for higher rates.⁵⁸ Another factor appears to have been that agents who conducted lots of negotiations could obtain better rates from the commissioners for sales.

The surviving evidence from Durham demonstrates that the Durham Cathedral tenants, initially at least, formed into a negotiating group and appointed spokesmen to bargain with the contractors for sale in London. All tenants had thirty days pre-emptive rights to buy their lands by law. The Trustees favoured block sales, so grouping properties together and commissioning one or two agents to carry out each purchase helped the purchase process. Durham tenants had had practice in uniting for action in 1577 and more recently in 1639. On the 17th October 1649, Captain John Shaw, tenant of two farms in Ferryhill petitioned on behalf of the Durham tenants emphasizing their tenant right. Shaw said that the Dean and Chapter of Durham renewed leases to tenants and valued their right in the land at five years purchase even after the leases had expired because of their tenant right. As a result, Shaw sought an abatement in the sums paid by the Dean and Chapter tenants. Attached to Shaw's petition was a particular of all the lands of the late Dean and Chapter of Durham. The Committee for Removing Obstructions to the Sale of Dean and Chapter lands, in their response, concluded that

⁵⁷ . Joan Thirsk found with sales of Royalist lands that tenants from inside London were more likely to buy their lands than tenants from outside London because of the difficulties that tenants from outside London faced. Thirsk, 'The Sales of Royalist Land', 188-207.

⁵⁸ . DCD Shipperdson papers, 3032.

because of the tenant right enjoyed by Durham Cathedral tenants, they should 'have an abatement and reprise in their respective purchases of the said lands and every part there of made and allowed unto them by the contractors for sale of the said lands valuably proportionable and according to their present holdings in pursuance of the said order and decree so made upon the grounds above mentioned'.⁵⁹

John Shaw and Richard Marshall then wrote to 'the whole county' informing them of this decision and seeking further instructions. Their letter to the Shipperdsons of Pitlington dated, 27 November 1649, survives. Shaw and Marshall said that the contractors had offered the tenants the lowest terms under the act that was ten years purchase which with the price of bills in November 1649 could be bought with seven years' ready money. They sought instructions from the tenants about whether to accept the offer or go back to the House of Commons and they wanted the decision in writing to show that they acted on behalf of all the tenants. They complained about the 'strange forwardness' of some tenants in seeking to buy before the House's pleasure was known, which made it appear to the contractors that Shaw and Marshall were acting in their own interests when really they were aiming at the common good and would do nothing contrary to the tenants' directions.⁶⁰

The tenants of Durham apparently asked for a better deal. In November 1650, Shaw petitioned the Committee for Removing Obstacles to the Sale of Dean and Chapter land again asking for a further reduction of purchase money on behalf of the Durham tenants or that they be allowed to make their second payments out of £120,000 advanced by way of doubling. Shaw backed his plea by claiming that the system of leasing in Durham was different from other deaneries and that Durham tenants faced great

⁵⁹ . DCD Shipperdson Papers 3029, 3030. DCL Longstaffe 60: *Statement of the case of the Renewable Leasehold Tenants of the Dean and Chapter of Durham (Part 2)* 1871, 35. BL Thomason Tracts 669, f.19.

⁶⁰ . DCD Shipperdson Papers 3029, 3030. Downes may be an example of such a tenant and he appears to have paid more for his purchases than Shipperdson and Marshall did for subsequent purchases in the study area.

hardship because of the marching through and quartering of armies in County Durham, much increased by their proximity to Scotland. Shaw further argued, that Durham tenants had had no advantage from the first doubling as it had been completed when they purchased and therefore they bought their bills for first payments at very dear rates.⁶¹

Shaw petitioned on behalf of the Durham Cathedral tenants but he did not conduct the negotiations. The main agents of the Durham tenants were Adam Shipperdson and Richard Marshall. Adam Shipperdson was one of a group of twelve lawyers who worked on Crown land sales with the Northern Brigade, Richard Sykes was another of the group.⁶² Richard Marshall was a lawyer in Gray's Inn and the brother of Gilbert Marshall, who was the receiver for the Durham county committee.

Adam Shipperdson and Richard Marshall bought forty-eight of the Merrington properties from the trustees. All the evidence from subsequent sales and from the Shipperdson papers indicates that they were working as agents of the tenants. Of the twenty-eight farms for which no subsequent sale is listed six changed hands from 1640-60 by surname evidence but there is no evidence of disputes and many of the apparent changes may be in fact be descent to nephews or sons-in-law by will. In the purchase by John Shaw of his two farms in Ferryhill, together with his Ferryhill mill and Ferrylough, Adam Shipperdson and Richard Marshall acted as his purchase agents. They bought the mill and Ferrylough in May 1650 and the two farms in January 1651. Shaw's subsequent purchase of all four properties from Shipperdson and Marshall is recorded in the close rolls for November 1652. The sale document to Shaw stated that the lands were granted by the contractors for sale in trust to Shipperdson and Marshall 'to and for the sole use of John Shaw his heirs and assigns for ever'.⁶³ The farms were

⁶¹ . British Library, Thomason Tracts 669,f.19 (26).

⁶² . Madge, *Crown lands*, 223.

⁶³ . PRO C54 3674.

sold back to Shaw for the trust he had in Shipperdson and Marshall and 5s, the standard fee for agent's deals. A declaration of trust survives from 1660 to the Joseph Naylor from John and Robert Shaw in December 1660 guaranteeing to indemnify the Dean and Chapter of Durham against any claim by Shipperdson and Marshall for the two farms, mill and lough which they had purchased 'in trust and for the use of the said John Shaw'.⁶⁴ Other bonds by Dean and Chapter tenants survive in Durham university library indemnifying the Dean and Chapter of Durham against action by purchasers when they leased the farms back to the tenants after 1660. Some of these show clearly the role of Shipperdson and Marshall as agents. For example from Westerton, a bond from Robert Shaw, brother of the tenants spokesman, John Shaw, indemnified Joseph Naylor, Major Canon and Receiver from action by Richard Marshall, Adam Shipperdson, Ralph Liddell and Jane Liddell in leasing half of a farm in Westerton, which was leased to the Liddells before the Civil War, in 1660 to Robert Shaw. Jane Liddell, widow, and Ralph Liddell, her son, were the pre-war tenants and Shipperdson and Marshall bought the farm from the trustees on the Liddell's behalf. The Liddells purchased their farm from Richard Marshall and Adam Shipperdson by indenture, 20 December 1651. At the same date, they sold half their land to Robert Shaw. The sale from Shipperdson and Marshall to Shaw is recorded on the close rolls and stated that Shipperdson and Marshall held the land 'in trust only and for the sole use of Ralph Liddell' and that Adam Shipperdson and Richard Marshall 'in discharge of the trust in them reposed' and Ralph Liddell and Jane Liddell 'for the consideration of £290 to them paid by Robert Shaw' sold the Well Close, the Ox close and the Hemp Garth and half their common of pasture on Spennymoor to Robert Shaw. Clearly Shipperdson and Marshall were acting as agents of the Liddells.⁶⁵

Similarly, the Dean and Chapter of Durham in October 1661 recorded that Anthony Lax of Westerton bought his farm from Sir John Wollaston and the other trustees for the

⁶⁴ . PRO C54 3530, 3531, 3674. DCD LP, Box 2.

⁶⁵ . PRO C54 Roll 3637. DCD LP, Box 5 and Reg. 14, f.51.

sale of dean and chapter lands. In fact the land was bought from Sir John Wollaston by Adam Shipperdson and Richard Marshall clearly acting on Laxe's behalf. No second sale is recorded from Shipperdson and Marshall to Lax and clearly it would be from them to Lax not from Wollaston if one had existed.⁶⁶

There is proof that Adam Shipperdson acted as agent for Dean and Chapter of Durham tenants from outside Merrington in a Chancery case of 1655. Philip Brough, Ralph Wilkinson, Thomas Jackson, John and Elizabeth Cooper and Margaret Welch, pre-war tenants of farms in East Rainton, had lodged a complaint against Adam Shipperdson's transactions on their behalf, concerning whether he gained an advantage by buying with doubled bills. Unfortunately part of the document is missing but from the surviving text it is clear that Adam Shipperdson was acting as agent for the tenants in the purchase of their farms in East Rainton and Dalton. The document refers to Shipperdson's agreement to purchase the properties in his own name but on behalf of the tenants. The tenants promised to pay Shipperdson the cost of the purchase and if any defaulted he could claim the reversion for himself. The tenants signed a licence of attorney for the purchase which was delivered to Shipperdson by George Dale and Captain Anthony Smith. Shipperdson contracted for the purchase with the contractors for sale as instructed and paid the first instalment for the properties in 1650. The rate for purchase of doubled bills in August 1650 was £70 or £72 per £100 of doubled bills and in July, August and September 1652 was £90, £94 or even £100 for £100 in doubled bills.⁶⁷ In dispute were the sums Shipperdson paid for each instalment, the costs of conveyancing and the costs of returning money to London to pay for the properties. The second instalment was paid in 1652. The complainants alleged that Shipperdson had promised to let the purchasers benefit from the double bills at the same price that he had paid for them. Richard Marshall gave evidence on behalf of Shipperdson stating that at the time of the payment of the second moiety, paying in

⁶⁶ . DCD LP, Box 5, bond 9 October 1661.

⁶⁷ . PRO C 22 592/31. DCD Shipperdson papers 3030, 27 November 1649.

doubled bills was no great advantage as doubled bills were fetching £90 or £94 or even £100. Marshall stated that about the time that Shipperdson was paying the second instalment, he was settling some of his second instalments and he paid many in ready money because there was so little advantage. The original purchase of the disputed lands was made from the trustees with other property by Adam Shipperdson in November 1650 at a price of £1723.9s.51/4d. There was nothing in this sale document to indicate that Adam Shipperdson was acting as the tenants' agent but he clearly was.⁶⁸

Shipperdson and Marshall acted for many Durham tenants. Apart from the land purchased in Merrington, they bought £16,203.16s worth of Dean and Chapter tenanted land in County Durham from the trustees for sale.⁶⁹ From the rolls studied, twenty-two second sales in County Durham involving Adam Shipperdson and/or Richard Marshall from outside the study area have been identified. Of these, in twenty cases Marshall/Shipperdson had clearly acted as the agent of the Dean and Chapter tenant when making the purchase. In each of these twenty cases the property was sold on to the original tenant by Marshall and Shipperdson for 5s, the recognised fee where agents were used, and in respect of the trust in them reposed by the tenant. In one of the remaining cases the property was sold back to the tenant but for £80 so the initial purchase must have been made by Marshall himself and the status of their relationship is not known. In the last sale, £5000 of Dean and Chapter tenanted land in Harton, Monkton, Hedworth, West Rainton, Moorhouses, City of Durham, Cowpen Bewley, Wivestoe, Billingham, Wolviston, Aldin grange, Edmundbyers and Muggleswick was sold on to George Blakiston of Houghall by Richard Marshall in 1654.⁷⁰ Marshall was probably acting as agent for the tenants even in this last case but perhaps the tenants

⁶⁸ . PRO C22 592/31, C54 3530.

⁶⁹ . PRO C54 3528, 3529, 3530, 3532, 3633, 3635, 3638.

⁷⁰ . PRO C54 3802, 3766, 3673, 3637, 3799, 3634, 3633, 3527, 3522, 3524, 3626.

could not raise the money so Marshall sold their interest. Without evidence for or against this must remain a hypothesis.

Subsequent sales (second sales) from Shipperdson and Marshall back to the tenants did not have to be recorded in Chancery. Apart from the twelve discussed below, Durham Cathedral tenants in Merrington probably did buy their lands from Shipperdson and Marshall but they lacked the means, or did not see the need, to have their purchases registered. The two tenants who did have their purchases registered may have done so for personal reasons. John Shaw may have had his purchase recorded as he was involved as the tenants' spokesman and understood the system and wanted to ensure that his rights were properly recorded. Also Thomas Hixon the Younger of Merrington had his second sale recorded because he was a lawyer and the rent collector for Merrington manor, and again understood the legal system and had the ability to have his purchase recorded. In addition, he was buying his father's cottage and tithe rights and wanted his rights recognised. This is certainly the implication of the entry on the Chancery roll recording Hixon's purchase from Adam Shipperdson, Richard Marshall and his father Thomas Hixon the elder of his property for 5s and 'in discharge of the trust in them reposed' and in respect of 'the natural love and affection' of the father for his son. It was recorded that Adam Shipperdson warranted that he had done nothing to let the cottage and lands be lawfully encumbered either in charge or title and that livery of seisin and possession had been delivered to Thomas Hixon the Younger and that at the request of Thomas Hixon the Younger, attorney at law, 'the indenture aforesaid and everything therein contained and specified was enrolled for safe custody only 17 July 1652'.⁷¹

Thus, so far as one can tell from the evidence, most of the Durham tenants intended to buy their own properties but some of them may have found it impossible to raise the

⁷¹ . PRO C 54 3668. SP 28/289 (126).

money. This is certainly implied from a petition by about 100 Durham Cathedral tenants in December 1654. The petitioners re-stated their duties, for example of border service and continued that when the surveyors surveyed their estates for a bill of sale the tenants claimed their rights to buy. The surveyors had made a large and ample certificate on the tenants' behalf and returned it with the survey of the tenants' farms. The Committee for Removing Obstacles to the Sale of Dean and Chapter lands agreed a reduction to the tenants and that allowance was left at Gurney House for the use of the contractors and purchasers. However, the tenants claimed that they were so greatly impoverished as a result of war and having armies quartered on them for nearly five years, and because most of their farms were only worth three pounds per annum, that they could not come to London and bear the costs of conveyancing. Therefore, they had decided to accept whoever bought the lands as their landlords trusting that they would be able to go on renting their lands at the old levels and renew their leases as under the Dean and Chapter. This had not happened and many of the tenants, notwithstanding that they and their ancestors had held the farms for 400 years, were thrown out of their lands and left in the streets to beg for bread. The tenants appealed for the assistance of Parliament.⁷²

The names of these petitioners do not survive but it is very probable that twelve of them came from Merrington. If so, their properties had originally been bought by Shipperdson and Marshall in May 1650. In May 1651, they were sold to Matthew Alured, a Parliamentary colonel, and William Sykes. The properties were made up of all the farms in Hett, and the herbage of Hett Wood together with three farms in Kirk Merrington and the mill. In the agreement between Shipperdson and the tenants of East Rainton, it was provided that if the tenants defaulted on payment the properties would revert to Shipperdson. This may have been the case with these Merrington tenants and Shipperdson and Marshall looked for another purchaser. Alured and Sykes probably

⁷² BL, Thomason Tracts, 669, f.19 (52). The reference to £3 per annum value probably reflects the reserved rent but it was hardly a true valuation by 1654.

reacted to the opportunity. Unlike the second sales to tenants, there was no reference in the sale to Alured and Sykes of Shipperdson and Marshall buying in trust only for Alured and Sykes.⁷³ Alured and Sykes probably only wanted the rents, not the lands, but problems arose. Three of the six Hett farms changed hands by the Restoration. Two were leased to a Dean and Chapter agent as the tenants refused to pay their rents and only settled their disputes with the Dean and Chapter in 1667 and 1670. One was leased to a mortgagee and one was leased to the pre-war tenant. Alured and Sykes had also bought Hett mill which had been leased by William Wivell, the only Merrington tenant known to have been sequestrated after the Civil War. William Wivell was a delinquent and a rent of £9 was due to the sequestrators each year, but allowed out of the rent was an outrent of £2.6s.8d to Matthew Allured and Richard Sykes, who had purchased the mill, 28 September 1650. The outrent allowed out of the sequestration payment was the same amount as the Dean and Chapter rent of the mill. The mill was lost to William Wivell and granted to Nicholas Conyers at the Restoration.⁷⁴ The Kirk Merrington farms were restored to the pre-war tenants but in at least one case there is evidence that Alured and Sykes were purchasers and not just agents. It was noted in the first receiver's book after 1660 that the rents and by rents of Robert Lax's farm in Kirk Merrington had been restored to him from the purchasers, Matthew Alured and William Sykes by Chapter's order of 1664.⁷⁵

The role played by Joseph Booth and Edward Winslowe as purchasers is less obvious. They were agents of George Downing to buy three farms in Middlestone, together with property in Nunstainton and Newton Ketton. The sale document to George Downing stated that the £1066.6s.2d paid to the commissioners for sale was the money of George Downing and the names of Edward Winslow and Joseph Booth were only used in trust for George Downing. However, it is not at all clear what the role of George Downing

⁷³ . PRO C54 3525, 3530, 3633.

⁷⁴ . PRO SP28/209A. DCD Reg. 12, f.540. PRO C54 3530, 3633.

⁷⁵ . PRO, C54/3530, 3513, 3631, 3633.

was. His occupation and place of residence were both omitted from the sale document in March 1651 but he was presumably the Parliamentarian who served Cromwell in the Exchequer and then survived to serve Charles 1 after the Restoration. Of the three Middlestone farms he bought, two were retained by the pre-1640 tenants' families at the Restoration. The third passed from Elizabeth Cooper and Robert Pleasance to William Williamson and George Kirby for the use of Mr John Ladler and was the subject of a dispute as John Smith and Robert Anderson were granted licence of attorney to gain possession of the farm in 1660. There is no evidence that this dispute had anything to do with Downing.⁷⁶

A few Merrington tenants may not have wanted or realised that they were not able to buy their lands. Richard Sykes, son of William, bought Hett mill and Hillcrooks and one Great Chilton farm and two farms in Kirk Merrington, in October 1651. It is interesting that the two farms in Kirk Merrington purchased by Richard Sykes were drastically divided up after 1660 with the first tenant retaining one third and the widow of the second retaining only one eighth of their farms. The Great Chilton farm was let jointly to the original tenant and John Woodifield in 1660 and both the Hett properties changed hands.⁷⁷

The surviving evidence suggests that some seventy to eighty per cent of Merrington tenants bought their properties in the Interregnum sales a higher figure than the third suggested by two other studies. Perhaps there was a higher purchase proportion by sitting tenants in Durham as the estate was too far removed from the political centre to attract national figures as purchasers unless they already had local links.⁷⁸

⁷⁶ DCD Reg. 11, ff.262-263; 12, f.412; 13, f.139; 15, ff.5, 149-150. PRO C54 3514, 3532. G.E.Aylmer, *The State's Servants. The Civil Service of the English Republic*, 100, 127, 200, 276, 340-1. Downing's agent, Edward Winslowe was likely to have been the Edward Winslowe who was one of the commissioners for Royalist lands. (*Firth and Rait*, vol.2, 160, 382.)

⁷⁷ PRO C54/3513. CC DCD RB 41-2.

⁷⁸ Collinson, *Canterbury*, 201.

There is evidence of leading Parliamentarians acquiring Durham Dean and Chapter land elsewhere on the Durham Cathedral estate. Some of the manorial rights in Durham which were owned directly by the Bishopric or the Dean and Chapter including the manor of Merrington were sold to Parliamentary supporters. Apart from the Hett and Kirk Merrington farms discussed above, Matthew Alured bought Merrington manor and a coal mine in Hett.⁷⁹ The Durham Bishopric manor of Bedlington was sold with other property to Robert Fenwicke, one of the Contractors for the Sale of Bishopric lands for £1123.12s.5 1/2d. Some leasehold land in Durham was sold to Parliamentarians to compensate for government debts to them, regardless of the effect on the Cathedral tenants. The manor of Wivestoe was sold to Sir Henry Vane, together with farms in South Shields for £152.10s.8d. Farms in Hamsterley, Cleatham and Pittington were sold to Sir Arthur Hasilrig in 1650.⁸⁰ Five Dean and Chapter leasehold farms in Billingham and Cowpen Bewley were sold with other property in September 1650 to George Atkinson and George Wade of London for £1583.18.4d as agents for Lieutenant-Colonel John Lilburne as a result of an act for satisfying Lilburne to the sum of £1583.18s.4d, out of the remainder of Dean and Chapter lands and by a second sale in 1651. The land was sold on to John Lilburne by Atkinson and Wade for 5s as their names had only been used in the original sale as friends in trust for Lilburne.⁸¹

To return to the Merrington tenants, after all the negotiation, the question remains of how much Durham Cathedral tenants paid for their properties and how much of a strain the cost was for them. The tenants complained in 1660 about having had to pay high prices to buy their farms. Then to retain them, they were obliged to accept leases and pay fines only ten years later. Any attempt to calculate exactly what each tenant did pay encountered problems. Unfortunately the farms were not individually priced in the sale documents. The prices were given in the contracts on an individual property basis

⁷⁹ . PRO C54/3515. Gentles, 'The Sales of Crown lands', 624.

⁸⁰ . PRO C54 3559, 3522, 3638. Gentles (The Sales of Bishops' Land', 584) wrote that Haslerig was known as the Bishop of Durham because of the scale of his purchases on the Durham bishopric estate.

⁸¹ . PRO C54 3518, 3635.

but none of these survive for Merrington. In addition, even if there was a price for one property it might have been bought with doubled bills so the actual price paid may not be evident. Habbakuk considered that although a few purchasers of very small properties paid in cash, perhaps because they were too insignificant to make use of the brokers who dealt in bills, it is certain that almost all the confiscated property was paid for in debentures, bills or doubled bills.⁸²

Using the available information, an attempt has been made to see if the tenants were forced to pay more as a result of the Civil War than they would normally have paid for their farms. Ferryhill has been used as an example for assessing the financial burdens on the tenants as all the pre-war leases were granted on one of two dates. All of Ferryhill was enclosed in 1637 and the old leases were surrendered and new ones detailing the enclosed farms were granted. Additionally, John Shaw, tenant of two farms, the mill and Ferrylough had leased his farms subsequently in November 1641, just in time for them to be recognised by Parliament as legal leases. No contracts for sales survive for Merrington so the proportion of the total purchase price paid for individual properties can only be estimated. Other surviving contracts suggest that the multiples of rent and improved value paid vary according to how much time had expired on the lease. John Shaw was the tenant of two farms in Ferryhill which he leased in November 1641. A contract does survive in the loose papers of the Cathedral archive in Durham for May 1650, which includes prices for properties leased outside Merrington in 1641. In this contract the tenants paid fourteen years' purchase for the rents of their properties and for properties leased in 1641 and five years' purchase of the improved value. The rents of Shaw's farms were £4.18s.4d and the improved value £39.1s 8d. If the same multiples of rent and improved value are used the figure paid by John Shaw would have been £264.23. An estimate has been made in table 2.3 of what

⁸² H.J.Habbakuk, 'Public Finance and the Sale of Confiscated Property during the Interregnum' *ECHR 2nd. ser.*, (1962-3) 75.

Shaw would have expected to pay if he had continued a tenant throughout the period and contrasted with what he is estimated to have paid (table 2.2):

Table 2.2. Estimate of amount paid by John Shaw 1641-1660

DATE	DESCRIPTION	AMOUNT
1641	Fine	£20
1651	Purchase	£264.23
1660	Fine	£100
1641-51	Rent	£24.50
Total		£408.73.

Note. Shaw claimed that the Durham tenants had no advantage from doubling at the first instalment so these figures have not been reduced to take use of doubled bills into account.

Table 2.3. Estimate of Shaw's payments as a tenant with no sale.

DATE	DESCRIPTION	AMOUNT
1641	Fine	20
1648	Fine	40
1655	Fine	40
1662	Fine	80
1641-60	Rent	46.55
TOTAL		266.55

Note. The 1662 figure is using the revalued figure used after the Restoration.

Hence Shaw would have expected to pay £226.55 over twenty-one years or £10.78 per annum but he is estimated to have paid £408.73 over nineteen years or £21.51 per annum some 99% more than he expected to pay. Shaw also bought his leases of Ferryhill mill and Ferrylough and the manorial rights to Ferryhill. To buy back his four properties, Shaw had to mortgage them and they were still mortgaged when Shaw died in 1683.⁸³

For the other thirteen farmers in Ferryhill, the financial burden was much greater. All their farms were leased in November 1637 after the enclosure. All the farms were

⁸³ DCD LP, Box 8. Reg. 13, ff.112-3; CC DCD 235424; RB 34, DP, Will of John Shaw 1683; PRO C54 3532, 3672.

bought by Adam Shipperdson and Richard Marshall in 1650, on behalf of the tenants for an average price of £160.⁸⁴ The tenants then paid to renew their leases in 1662 an average fine of £137.69.

Table 2.4. Expected expenditure by Ferryhill tenants.

DATE	DESCRIPTION	AMOUNT
1637	Fine	£20
1644	Fine	£20
1651	Fine	£20
1658	Fine	£20
1650-60	Additional rent	£24.50
TOTAL		£104.50

The best estimate of the cost to the Ferryhill farmers of securing their farms during the Interregnum and at the Restoration is that their expenditure was three times greater than they expected.(tables 2.4 and 2.5.)⁸⁵ Unfortunately no tenant farm accounts

Table 2.5. Estimated purchase payments by Ferryhill tenants.

DATE	DESCRIPTION	AMOUNT
1637	Fine	£20
1650	Purchase	£160
1662	Fine	£137.69
Total		£317.69.

survive for the period so costs cannot be compared with turnover and profits. Apart from the price paid, tenants had other expenses. Adam Shipperdson, acting as agent for Dean and Chapter tenants in East Rainton, was reported to have paid £2.50 to £3 per property for contract and conveyance. He also had to pay £1 per £100 for money returned to London to pay for the farms.⁸⁶

⁸⁴ This estimate is more reliable than ones which could be made from other sale rolls because all the Ferryhill properties had been renewed at the same date and so would have been sold at the same years purchase. They formed the bulk of the sale and the other properties fell either side of 1637 so would have had a fairly neutral effect on the price.

⁸⁵ PRO C54 3530, CC DCD Renewals Book 235424, RB 34, Reg. 15,16.

⁸⁶ PRO C22 592/31.

The evidence from Merrington suggests that as a result of a system of group negotiation using agents, all tenants, not just the large ones, did have a realistic chance to purchase their land in the Interregnum, provided they could raise the money. The tenants faced severe financial difficulties because of the costs and uncertainties of the War and Interregnum but some eighty per cent of tenants' families survived and took out new leases at the Restoration. However, as will be discussed in the following chapter, for some of the tenant families the long-term effects of the mid-century revolution continued until 1700, in the form of divided farms and rent arrears.

CHAPTER THREE: FACING THE CHALLENGE FOR LANDLORD AND TENANTS: RESTORATION, RECOVERY AND RESUMPTION OF WORK 1660-1699.

This chapter considers the problems faced by the Chapter and their tenants at the Restoration and questions how quickly and effectively Chapter estate management was restored. It is suggested that although a surprisingly high number of tenants' families survived the Civil War and Restoration, some tenants suffered serious financial problems because of the costs involved, leading to the division of some farms from 1660. Whether the nature of Chapter administration remained the same as before the Civil War is examined, together with whether their relationship with their tenants altered. It is suggested that despite continued co-operation over enclosure, the relationship between landlord and tenant was changing slightly with the Chapter becoming less interventionist and by 1700 somewhat remote from some of the cultivators of the land because of the development of sub-tenancy.

Section A. The Problems of Restoration for the Dean and Chapter and their tenants, 1660-65.

Durham Chapter faced daunting problems in 1660. In this section the problems and the Chapter's response to them are considered. It is argued that Durham Chapter were helped in the restoration of their estate management system as the system had operated effectively before the Civil War. Durham did not suffer the problems faced by chapters who had been inefficient and corrupt before abolition. Durham Chapter's advantages were evident in contrast with the very severe problems facing some cathedrals and even Durham Bishopric. Bishop Cosin needed a survey in 1662 as Durham Bishopric leases had not been standardised, and properties were let for varying numbers of years or for lives. The Grand Lease of Gateshead and Whickham coal had been let for ninety-nine years, eighteen years still in being in 1660 and one lease in Gateshead had been let for

450 years!¹ Problems in Norwich were worse as the Cathedral had a Dean, John Crofts, who enjoyed fighting. He acted without the consent of his Chapter, kept chapter records to himself, received rents and fines personally, employed workmen without consulting the treasurer and obstructed business by preventing the sealing of leases agreed to by himself and the Chapter and paid for by the tenants. Problems had existed in Norwich before 1660. In reply to Sheldon's circular of 1670 on the restoration of the fabric of the Cathedral, Croft's said 'a very great part of our lands are out on leases which will not determine until about 50 years hence'. An exaggeration but eleven properties were investigated from 1670-90, whose leases were not due to expire until the eighteenth century and two until the twenty-first century. Norwich had rentals, showing receipt of rents, and treasurers' books, giving salaries wages and stipends, of the 1620s and 1630s but none after the Restoration until 1683.²

When considering whether Durham Chapter recovered its estate effectively, it is also necessary to examine whether they made unreasonable demands of their tenants at the Restoration or whether the Chapter allowed their tenants adequate income to continue with agricultural improvements.

When the Chapter was restored in November 1660 the immediate estate problems were nonetheless daunting. These had to be identified, a course of action decided upon, and any opposition managed. They had also to re-establish their spiritual role and appoint clergy, tasks which are outside the bounds of this study. The Durham Chapter met for the first time after the Civil War on 3 November 1660. Dean John Barwick chaired the first meeting which was attended by three prebendaries who had served since the 1630s, three new appointees and the registrar, Thomas Bullock, a lawyer. The Dean began by thanking God for the Restoration and pledged himself to the restitution of the Cathedral with all possible speed. He described the problems as follows:

¹. G.Ormsby (ed.) *Cosin Letters, Surtees Society, vol. 55* (1872) 94.

². P. Mussett, 'Norwich Cathedral under Dean Prideaux, 1702-24' in David Marcombe and C.S.Knighton (eds.) *Close Encounters* (1991) 90.

'That whereas the fabric of the Church and Chapter House is exceeding ruinous, the leads much decayed the windows almost totally broken and no seats in the Choir but such as have been made since his Majesty's happy Restoration.'

The Dean continued that very few rents had been paid, all demesne land belonging to the corps of the Deanery and every prebend was still in the possession of the pretended purchasers so fines provided the revenue for all the necessities of the Cathedral. The prebendal houses were damaged. The Chapter desperately needed income and the first lease was sealed on 20 November 1660, later than the chapters of the southern cathedrals who resumed from July onwards.³ They had to function as a body and assess the survival of their lands, tenants, woods, buildings and records. The Chapter had to retrieve, survey and lease their lands, adjudicate disputes, persuade tenants who considered that they had purchased their holdings to pay rents and arrears of rent, revive decayed rents, determine and collect fines. Previous tenants had to be identified, their claim to the land verified, any disputes between tenants and purchasers had to be adjudicated. To achieve the latter, Cathedral estate records had to be retrieved. Chapter individual corps lands had to be regained from purchasers. Green observed that 'the land question was potentially one of the most explosive issues of the Restoration' as neither tenants nor purchasers wished to lose their lands nor incur great expenditure to retain it.⁴ The Cathedral and the College had been seriously damaged so the canons could not observe their statutory residence because of the ruinous state of their houses in the College. The financial pressures increased as the King urged kindness for tenants while simultaneously asking Durham Chapter to increase fixed rents to pay for the augmentation of salaries for minor canons. All tenants were to be given first refusal of their leases and allowance had to be made for tenants' suffering because of war and for money they had spent to buy their lands. Green also stated that in May 1660 when the King was restored England was experiencing a period of dwindling harvests and high

³ DCD CA November 1660. I.M.Green, *The Re-Establishment of the Church in England, 1660-3* (1978). Canterbury issued leases from July.

⁴ Green, *Re-establishment*, 65.

bread prices. In the wider context Durham Cathedral clergy were conscious that Cathedrals had been abolished and of the Church's continuing unpopularity. Anti-clerical pamphlets, for example, *Ichabod or the Fivegroans of the Church*, probably by Thomas Ken (1663) and *The Grounds and Occasions of the contempt of the Clergy and Religion* enquired into by John Eachard (1670) attacked the church hierarchy for failure to reform its finances and for the quality of its clergy.⁵ Archbishop Sheldon was very aware of the need to reform the ministry and cathedral administration.

Dr Barwick recommended that

'The tenants that were willing to compound for new leases shall be treated with favourably and what money could be raised by their fines should be applied to these and other common burdens of the Church.'

The resident prebendaries were recommended to keep one 'Common Table' until their houses were repaired 'for the entertainment of tenants who come to treat with them and other persons whom by the Statutes aforesaid they ought to entertain'.⁶

Durham Chapter had an advantage at the Restoration because the principle of letting their farms on twenty-one-year leases renewable every seven years had been established by 1640 to provide regular, predictable income. The Chapter were also fortunate in that more than half the prebendaries survived from 1649 so they had the experience, skill and knowledge to re-establish their estate management, whereas in some Cathedrals only one or two canons survived.⁷ Dean Balcanqual had died in 1645. The new Dean, John Barwick, was nominated by the King 10 October 1660 and installed 1 November 1660. Green commented that Barwick in common with the Deans of Lincoln and Norwich had little or no experience of normal capitular procedures, let alone the abnormal problems of 1660, but at least in the case of Barwick he had very experienced

⁵ L.P.Hutton, *The Restoration*, (1985)141. P. Seward, *The Restoration, 1660-1688*, 60-61.

⁶ DCD CA., 3 November 1660.

⁷ Green, *Re-Establishment*, 68.

prebendaries to aid him.⁸ Barwick was replaced in September 1661 by John Sudbury. In November, seven prebendaries remained who had been appointed before the Restoration. Three, Gabriel Clark, Joseph Naylor and John Neile, survived from the 1630s; three, Richard Wrench, Isaac Basire and Thomas Triplett, were appointed 1643-49; and one, Robert Gray, was collated in 1652. John Cosin, prebendary of the tenth stall, survived from 1624 but was translated to Peterborough and returned to Durham as Bishop 2 December 1660. Five of the new appointees were installed in November and December 1660, one was installed July 1661.⁹

With regard to letting their estate in 1660, Durham Chapter were also very fortunate as the majority of tenants' families survived from 1642-60. Of the sixty-two properties let in 1642, 49.5 eighty per cent stayed with the same family on surname, probate and parish register evidence.¹⁰ More may have survived as relatives; for example, sons-in-law and nephews cannot always be identified. Heaton discovered a much lower survival rate at Canterbury where only one third of the tenant families survived to take out leases after the Restoration.¹¹

The Chapter's advantages in 1660 were slightly off-set by problems with the retrieval of records of their leases and previous Chapter Acts. The surviving evidence suggests that some of the Durham Cathedral records were preserved by the Cathedral staff, as happened at Canterbury. Isaac Gilpin, keeper of the Cathedral library from 1645, was also appointed by the county committee to care for the storehouse and treasury of the Cathedral. He preserved the ancient grants, letters patent and records of Dean and Chapter lands, except for some records which were damaged by Scots prisoners, despite being owed three years salary by 1652.¹² However, there is evidence to suggest that

⁸ Green, *Re-establishment*, 69.

⁹ P. Mussett, *Deans and Canons of Durham* 36, 45, 66, 70, 87, 94.

¹⁰ The Liddell farm was divided in 1651, only half was retained by the family.

¹¹ Heaton, 'Canterbury', 24.

¹² R. Wellford (ed.) *Royal Compositions in Durham and Northumberland, SS 111*, (1905) 62-63. Heaton, 'Canterbury', 8.

some records were not available to the Chapter in 1660. The Chapter Acts have two volumes for 1660, one which ran from 26 May 1639 and resumed after the War until March 1661-2, a second which began 3 November 1660, perhaps created because the other was not available. Similarly the first register after the war is not in chronological order and must have been written after the events it records. During the Interregnum, cathedral records were supposed to have been stored at Gurney House while the sales were taking place and later at the excise house, before being transferred to Lambeth Palace in 1662.¹³ William Dugdale, who was responsible for sorting many of the records at Lambeth, recorded in his diary, 21 November 1664, that he had received a payment for sorting their records from the Dean and Chapter of Durham, but to which records this referred was not stated.¹⁴ It could have been the Chapters' own records or the Parliamentary survey, which was the major document loss of this period. Ultimately most of the records, including all the lease registers from 1540-1643 and most of the receivers' and treasurers' books were restored to Durham.

From November 1660 Durham Chapter as estate managers had three main tasks: to retrieve their lands and collect entry fines and rents. The Dean said the rental of the Chapter estate ordered in 1621 and completed about 1628 would assist these tasks. The work was very considerable; the Dean noted that until all the leases were let, Chapters had to be held every few days and Mr Wharton of Gray's Inn was engaged to help with restitution of corps land.¹⁵ The task took until 1665 when nearly all the Merrington farms were leased. Most surviving tenants had agreed leases by 1663 but the Dean and Chapter encountered serious problems in Hett in persuading their tenants to agree leases after the Civil War. The Chapter's first task was to recover their land, some legal action was necessary for this. The rental of 1628 and the receivers' books from 1637-9 were updated with new tenants' names without the need for a new survey. The rental listed all the Chapter properties by township, gave the rent, the value in 1620s and in some

¹³ . *Firth and Rait*, vol.2, 103.

¹⁴ . Heaton, *Thesis*, 128.

¹⁵ . *CSPD* 1660-61, 358.

twenty townships, including those of Merrington, the revaluations worked out in 1660-1. The Chapter encountered a few problems in regaining their land in the 1660s as is demonstrated by the considerable numbers of grants of attorney to recover Cathedral land. All the land in Merrington was eventually recovered and released after the War. However, in the first three registers (1660-69) after the Restoration twenty-seven grants to attorneys were made by the Chapter to recover land and restore it to its rightful occupier. Nine, one third, concerned the restoration of corps land to the Dean and to six of the prebendaries. Two of the orders (5 October 1661, 26 August 1662) were general orders to attorneys to regain farm property, coal mines, stone quarries, woods, salt pans, fishings in Westoe, South Shields, Pittington, Billingham, Merrington, Muggleswick, Elvet and Crossgate; one appointed John Morland to take possession of Hett Mill and deliver it to Nicholas Conyers who was the new tenant, replacing the pre-war tenant, William Wyvell of Burton, Yorkshire.¹⁶ Before the war such grants had been made, thirty-three from 1541-1642 or 0.33 per annum as opposed to 3.3 per annum from 1660-68. Of the thirty-three pre-war grants eight concerned corps land, the remaining twenty-five involved a specific problem with one property. One post war grant related to Merrington; on 10 April 1662 John Smith and Robert Richardson were appointed attorneys to restore a Middlestone farm to George Kirby and William Wilkinson who had just leased it.¹⁷ Similarly the Chapter were very keen to recover their tithes, thirty-five grants to attorney to recover tithes were made from November 1660 to October 1661.¹⁸ However, overall in Merrington there were only problems with regaining four per cent of the properties, not a very large proportion after so great a disruption.

To meet their desperate need for large and immediate sums of money to repair the Cathedral and the canons' houses in the College, to pay stipends and dividends the Chapter needed income from rents and fines. The fines were most important as revenue

¹⁶ . DCD Reg. 15, f.152 9 December 1662. DCD Reg. 12, f.540. DCD Reg. 14-16.

¹⁷ . CC DCD Reg. 15, f.5.

¹⁸ . DCD Reg. 14.

from fines in Merrington in the 1660s which was £5130, amounted to more than three times the revenue from fixed rents of £1664. Merrington as a sample indicates that Durham Dean and Chapter recovered most of their revenue very quickly. Only in Hett where the farms had been sold in the Interregnum to a third party rather than the pre-war tenants was there a serious problem. Two-thirds, thirty-two out of forty-eight, of the fines of the Merrington farms had been collected by the end of 1662 including those of all the Kirk Merrington and Westerton farms, two-thirds of the Ferryhill farms, five out of seven of the Middlestone farms. Four had been collected in December 1660, four in 1661 and twenty-four in 1662, mainly, but not entirely, in the autumn after the lifting of the ban by the commissioners for the sale of crown and church lands on the granting of leases of disputed lands by Durham Chapter.¹⁹ The Chapter were aided by many tenants offering fines to establish their claim to their farm. Five more took leases in 1663, eight in 1664 (mainly in Hett), two took leases in 1665 and one in 1668: all the last three were Hett tenants. The Great Chilton farm for which an Interregnum sales record has not been discovered was not leased until 1681. For the whole Cathedral estate, the Chapter sealed ninety leases in their financial year to 28 September 1661 for which they received £6,660 in fines; for 1661-2 they issued 184 leases and collected £14,303 in fines; in 1662-3 sixty-one leases were sealed totalling £1,585 in fines.²⁰ This compares with total fixed income of some £2500 for each year.

The Durham Chapter quickly restored most of their fixed income after 1660, although probably not the pre-war arrears. Apart from Hett, Chapter receivers' books immediately after the Restoration, indicate that rents were almost all collected by the summer of 1661. Rents for 1660-1 for Hett were not collected until the summer of 1663. The Chapter Acts for 26 October 1660 provided that arrears for 1642-3 had to be collected before leases were renewed. Attorneys were appointed to collect all arrears

¹⁹ Three Kirk Merrington tenants accepted leases in April/May 1662, as ever less politically active than the rest! DCD Renewals Book 2 and LP 8.

²⁰ P. Mussett and P. G. Woodward, *Estates and Money at Durham Cathedral 1660-1985*. Durham Cathedral lecture, (1988) 3.

and rents due. There is nothing recorded in the receivers' books to indicate that these arrears were actually collected. Heaton indicated heavy arrears in Canterbury in the years after the Restoration which only abated towards the end of the seventeenth century.²¹

Most of the Merrington farm rents were improved or increased in the 1660s for the only time between the foundation of the Dean and Chapter in 1541 and 1840. This was in response to an order from Charles 11 who in a letter of 7 August 1661 copied into the Chapter Acts instructed the Dean and Chapter to raise an additional £200 in rents to augment the stipends of two schoolmasters, the minor canons and the choir to encourage learning and the worship of God. This order had to come from the King as the stipends were fixed in the Cathedral statutes and paid for out of the fixed rents.²² In total Merrington rents increased by some thirty-five per cent but the increase was not evenly distributed. The tenants of thirteen out of the fifteen Ferryhill farms paid a 61% increase in rent from £2.45 to £4, only the two farms let to John Shaw escaped for reasons that are not apparent. In Kirk Merrington eleven out of fourteen farm rents were improved from £2.45 to £4 in the 1660s, two farm rents were not improved at all and one was not improved until the 1690s. Within Middlestone five out of seven rents increased similarly from £2.4 to £4, one remained the same and one doubled from £2.4 to £4.8. Both Great Chilton farms were improved similarly in the 1660s. All the Hett farm rents increased in the 1660s from £1.4 to £1.7. Only one of the Westerton farms had its rent increased from £3 to £4: the rest remained the same. The total increases are shown in table 3.1.

Cathedrals were accused of greed in the 1660s, resulting in Archbishop Sheldon surveying all Cathedrals in 1670 to discover their levels of fining on leases and expenditure.²³ Heesom also said that the Durham tenants were impoverished by

²¹ . Heaton, 'Canterbury', 26.

²² . *SS 143*, 157.

²³ . Bodleian Library, Tanner MSS 144 f.153.

quartering of troops and war and were disillusioned by the high fines and rents demanded from them at the Restoration. The extent of this will be discussed below.²⁴

Table 3.1. Improved rents c.1660.

	OLD RENT	IMPROVEMENT
	£ s. d.	£ s. d.
Ferryhill	40.03.00	20.00.10
Kirk Merrington	42.03.00	13.09.10
Middlestone	18.10.02	09.00.10
Westerton	12.17.00	00.09.10
Hett	12.13.07	01.11.07
Great Chilton +others	08.00.00	04.00.00
TOTAL	134.06.09	48.12.11

Source DCD Loose papers Box 8, March 1666.

In their replies to Sheldon in 1670, Durham Chapter denied charging their tenants excessive fines and said they balanced their need for cash against their tenants' hardship. They claimed to have been generous and understanding towards their tenants. The truth of this assertion can be tested against the fines charged and farm values of the 1660s in Merrington. As already discussed, Durham Chapter had adopted a practice used by many cathedrals of charging 7.75 times the net value of the land as an entry fine for a new lease or if the old lease had expired and one year's true value of the land to renew a twenty-one-year lease with seven years expired. Durham Chapter replied to Sheldon's enquiries that for a twenty-one-year lease which had expired, they had not taken more than four years value of any tenant, of many not three years and of some only two years value, if their farms were fairly valued. Where leases had been made in 1643 and not expired they had demanded a little more than one year's value for a new lease and so proportionally for new leases if only just expired. The Chapter continued that as a result their allowances to purchasers amounted to more than was really paid by them. For example, if a purchaser should have paid seven years value and was only

²⁴ A. Heesom, 'The Enfranchisement of Durham' 277.

charged three years then his allowance is four years and exceeded what he paid, discounting what profit has been made since the expiry of the leases.²⁵ The truth of these statements can be tested in Merrington from 1660 as the Chapter for the first time kept an open record of all the fines charged and contemporary valuations for most properties were recorded. First fines after the Restoration were recorded for virtually all Merrington properties.²⁶ The Chapter worked from the revised valuations in the 1628 survey and from information gained about rents of properties let to sub-tenants.²⁷ The valuations and the fines used by the Chapter in the 1660s were copied into a renewals book in 1674, usually converting the valuations into an average value for the farms in the township. In the case of Middlestone individual values are given. Some loose valuation sheets also survive for the farms in Kirk Merrington, Middlestone, Westerton and five of the farms in Ferryhill giving individual farm valuations. Three Ferryhill farms are valued at £50 and the rest at £40; the average value is given as £45. A separate valuation sheet does not survive for Hett or Great Chilton. Hett farms are valued at £24 in the renewals book. In all the calculations of fines the reserved rents do not appear to have been deducted from the annual values.²⁸ The level of fine was not just related to the valuation, there were some modifications. The Chapter for most farms had increased rents on the King's instructions and where this had happened the Chapter said they reduced fines to compensate.²⁹ Leasing and setting fine levels was further complicated as more than a fifth, ten out of forty-eight, of the farms were divided in the decade after the Restoration. The eighty per cent of tenants' families who survived the war had been forced to purchase their lands, but there is no real evidence of different levels of fining for new and old tenants. It may be that most of the apparently new tenants were legatees of the pre-war tenants of the farms.³⁰

²⁵ Bodleian, Tanner MSS 144 f.153.

²⁶ Where a tenant has more than one property difficulties can arise if the total of his fines is shown as one fine and an assessment has to be made of its component parts. This is not a common occurrence.

²⁷ DCD LP, Box 4

²⁸ DCD LP, Box 4.

²⁹ DCD LP 4, Response to Brough.

³⁰ Tanner MS 144 f.153.

The last register entry before and first after the Civil War for each property in Merrington have been used, in combination with the receivers books and renewals books, to demonstrate the value of the fines demanded by the Chapter from their tenants.³¹ In calculating fines the Chapter apparently dealt differently with the townships within Merrington and with individuals. Within Kirk Merrington the renewal fines were related to the number of years since the lease lapsed. Table 4.2 shows that for about twenty-one years lapsed since sealing the fine was once times the value. For 22-3 years two years value was taken; for twenty-four years 2.25 times; for twenty-five years 2.5 times; and for twenty-seven to eight years 2.6 times the value. The highest fine was only 2.6 times the value of the property in 1660. There is evidence that the Chapter aided tenants with individual difficulties, for example on the Duckett farm. Ralph Duckett leased the farm 21 May 1639. He died during the war and, by 1662, his farm was divided into four portions: two portions of one third and two portions of one sixth, one owned by his widow. The fine for one sixth was £13.6.8d. but Widow Duckett paid only £8.³² Robert Laxe's farm was only charged 1.3 times value as a fine but this appears to be in compensation for settling a dispute. The Chapter receiver's book for 1660-1 indicates a dispute between Lax and the purchasers, Matthew Alured and Richard Sykes, adding that all rents were restored to Lax by the Chapter's order of July 1664; presumably his fine was reduced to compensate for loss of income and perhaps he had to pay off the purchasers. Similarly Hixon's farm which had been divided within the family in 1621 was only charged a total of 1.8 times the value after twenty-three years, but part of it passed to Brian Pearson during the war and there may have been some hardship.

³¹ . DCD Registers 11-18; renewals book 2; receivers books 39-41.

³² . The full £80 valuation has been inserted into the table.

Table 3.2. Kirk Merrington fines and rents, 1660s.

Farm	Res Rent 1660+	Date of Last Renewal before 1642	Date of First Renewal after 1660	Years Lapsed	Value 1660 £	Fine 1660 £	Fine as Multiple of Value
KM 1 (T Trotter)	49s	10.10.1634	12.12.1660	27.0	37	95	2.6
KM 2 (J Dunn)	49s	21.5.1639	12.12.1660	21.6	30	30	1.0
KM 3 (J Woodfield)	£4	21.11.1638	10.01.1663	24.9	40	100	2.5
KM 4 (J Woodfield)	£4	21.11.1638	10.01.1663	24.9	40	100	2.5
KM 5 (J Woodfield)	£4	20.11.1639	02.09.1662	22.8	40	80	2.0
& R Ricaby KM 6 (R Binley)	£3	17.3.1633	08.04.1662	28.9	30	80	2.6
KM 7 (J Wood & P Wood)	£4	2.11.1637	01.05.1662	24.5	40	90	2.25
KM 8 (A Duckett J Wood J Dunn P Wood)	£4	21.05.1639	01.05.1662	23.0	30	80	2.6
KM 9 (P Willy)	£4	25.06.1634	26.08.1662	28.0	40	90	2.25
KM 10 (William Wood)	£4	02.11.1637	26.08.1662	24.7	40	90	2.25
KM 11 (M White & J Hixon)	£4	18.04.1634	09.09.1662	28.4	30	80	2.6
KM 12 (T Hixon & B Pearson)	49s	22.07.1639	09.09.1662	23.2	36	65	1.8
KM 13 (R Lax)	£4	14.07.1631	28.07.1662	31.0	30	40	1.3
KM 14 (M White)	£4	20.11.1639	27.09.1662	22.8	30	80	2.0

In Ferryhill, see table 3.3, the fining pattern is more consistent, probably because Ferryhill was enclosed in 1637 and all the leases were reissued on 18 November 1637; only two farms were leased after that date. For the vast majority of the farms (9) which were valued at £40 the fine was £130, 3.5 times the value. Three farms were valued at £50 the fine for those was £160, 3.2 times the value probably rounded to the nearest easy number. Thomas Wood's farm although valued at £40 was charged £140, 3.5 times its value, but he was one of the signatories of Philip Brough's petition to the king against the Dean and Chapter in 1661. The additional fine may have a penalty as one of the Hett tenants, who supported Brough, appear to have been treated similarly. John

Table 3.3. Ferryhill fines and rents, 1660s.

Farm	Res Rent 1660s	Date of Last Renewal before 1642	Date of First Renewal after 1660	Years Lapsed	Value 1660	Fine 1660	Fine as Multiple of Value
FH 1 (J Shaw)	£2.9.2	24.11.1641	12.12.1660	19.0	40	50	1.25
FH 2 (J Shaw)	£2.9.2	24.11.1641	12.12.1660	19.0	40	50	1.25
FH 3 (R Hixon)	£4	18.11.1637	27.09.1662	24.8	50	160	3.25
FH 4 (B & F Roper)	£4	18.11.1637	19.03.1663	25.3	40	130	3.25
FH 5 (J & R Dunn)	£4	18.11.1637	27.09.1662	24.8	40	130	3.25
FH 6 (J Taylor)	£4	18.11.1637	05.04.1664	26.4	40	130	3.25
FH 7 (J Dunn)	£4	18.11.1637	23.9.1662	24.8	37	130	3.00
FH 8 (R Tatum)	£4	18.11.1637	23.9.1662	24.8	50	160	3.20
FH 9 (R Tatum)	£4	18.11.1637	23.9.1662	24.8	50	160	3.20
FH 10 (T Fewster)	£4	18.11.1637	27.9.1662	24.8	40	130	3.25
FH 11 (T Wood)	£4	18.11.1637	17.11.1663	26.0	40	130	3.50
FH 12 (J Pearson)	£4	18.11.1637	04.10.1662	24.9	40	130	3.25
FH 13 (R Darnton)	£4	18.11.1637	15.12.1664	27.0	40	130	3.25
FH 14 (B Pearson)	£4	18.11.1637	01.12.1663	26.0	40	130	3.25
FH 15 (J Kirkhouse & J Brack)	£4	18.11.1637	01.11.1662	25.0	40	130	3.25

Shaw's two farms were only charged 1.25 times their value, but Shaw had renewed in 1641 so his leases had not expired in 1660.³³ Overall in Ferryhill the level of fining was higher than in Kirk Merrington. No explanation was offered for this, but it may be that because the land had been enclosed, the Chapter believed that Ferryhill tenants had greater profits and were more able to pay. Kirk Merrington was not enclosed until 1666.

One of the farms (Maltby's) in Great Chilton was charged the same way as Ferryhill £120 or three times its value of £40. For the other (Bullman's), for which no Interregnum sales document has been found, no fine was charged until 1681.³⁴

Table 3.4. Great Chilton fines and rents, 1660s.

Farm	Res Rent 1660s before 1642	Date of Last Renewal after 1660	Date of First Renewal	Years Lapsed	Value 1660 £	Fine 1660 £	Fine as Multiple of Value
GC 1 (E Bullman)	£4	12.11.1633	01.05.1664	30.5	no fine until 1681		
GC 2 (J Maltby)	£4	22.7.1639	27.09.1662	23.2	40	120	3

In Hett the fines appear very low, about 1.5-1.6 times the renewal book valuations. Hett tenants had more problems after the war than those of the other townships. During the Interregnum all their farms had been bought by Parliamentary colonel, Matthew Alured. Half of Hett's six farms were divided in the 1660s, over 50% were lost to the

³³ Shaw's farms were the only ones where the reserved rents were not increased in 1660 so there may have some problems with the farms.

³⁴ This was the only farm the sale of which was not found in PRO C54. The tenant had died in 1659 and there was a problem with descent after 1660. There is no evidence to show whether it was a problem of inheritance within the tenant's family or a problem with a purchaser. A lease was recorded in 1663 but no fine was charged and whether the lease was ever sealed is doubtful. The fine charged in 1681 was £180. CC DCD 235424, 226.3. Reg. 15, f.157-8, Reg. 18, f.77.

pre-war families and the tenants of four of the six farms were signatories of Brough's petition, most Hett tenants did not renew their leases or pay rents until 1663-5, long after most of Merrington had paid up. Only Ralph Adamson was charged 2.5 times to renew. He was a supporter of Brough but why he was penalised and not the others is unclear, perhaps he was a ringleader!

Table 3.5. Hett fines and rents, 1660s.

Farm	Res Rent 1660s	Date of Last Renewal before 1642	Date of First Renewal after 1660	Years Lapsed	Value 1660 £	Fine 1660 £	Fine as Multiple of Value
H 1 (J Watson J Rea R Jackson)	34s.8d	20.11.1637	06.04.1665	27.4	24	40	1.6
H 2 (John Watson)	34s.8d	24.05.1634	06.04.1665	30.9	24	40	1.6
H 3 (R Suddick J Rea)	34s.8d	20.11.1637	06.1664	20.6	24	36.66	1.5
H 4 (John Hobson)	34s.8d	20.11.1637	20.7.1664	26.0	24	40	1.6
H 5 (R Adamson)	34s.8d	20.11.1637	2.3.1664	26.0	24	60	2.5
H 6 (R Williamson)	34s.8d	19.10.1637	30.3.1668	31.5	24	30	1.25

All Westerton's (See table 3.6) fines to values ratios are not accurately ascertainable as one of the tenants' farms was fined with other property elsewhere, two other farms out of the four were divided. The information available suggests that a maximum of 1.75 times the value for twenty-nine years lapsed was taken. The fines appear low, multiples ranging from 1-1.75 times the values. In Middlestone (See table 3.7) renewal fines ranged from one to three times the values, but the reasons for this are not clear.

Table 3.6. Westerton fines and rents, 1660s.

Farm	Res Rent 1660s	Date of Last Renewal before 1642	Date of First Renewal after 1660	Years Lapsed	Value 1660 £	Fine 1660 £	Fine as Multiple of Value
WM 1 (G Lax)	£3.0.41/2	19.11.1631	20.3.1661	29.3	44	70	1.75
WM 2 (R Shaw)	£3.0.41/2	10.11.1635	12.12.1660	25.0	50	50	1.00
WM 3 (R Liddell & R Shaw)	£4	26.09.1627	22.11.1662	35.2	40	50	1.25
WM 4 (A Lax W Parkin R Hartley C Markendale)	£3.0.41/2	22.11.1628	20.03.1660	32.3	40	63.68	1.60

The evidence from Merrington clearly supports Durham Chapter's response to Sheldon. The highest fine charged was 3.5 times the value of the land and many, for various reasons, such as a lease still in being, personal hardship, division of farms were much less. Just a third (16/48) of the farms in Merrington, mainly in Ferryhill, paid between 3-3.5 times the value; slightly over a third (18/48) mainly in Kirk Merrington and Middlestone paid 2-2.6 times the values and over a quarter (13/48) of the farms mainly in Westerton and Hett paid 1-1.8 times their values. The geographical differences in ratios of fines to values within the study area is interesting and not totally explicable by factors already discussed. Overall in the 1660s in Merrington, the Durham Chapter collected 2.2 times more in fines than the average of the three decades 1671-1700. This is not an extortionate sum in view of the fact that most of the leases granted in the 1660s were for new leases and most of those from 1671-1700 were for renewals. Other

Table 3.7. Middlestone fines and rents, 1660s.

Farm	Res Rent 1660s	Date of Last Renewal before 1642	Date of First Renewal after 1660	Years Lapsed	Value 1660 £	Fine 1660 £	Fine as Multiple of Value
MM 1 (W Close)	£4	15.04.1642	1662	20.0	30	80	2.6
MM 2 (C Downes)	£4	26.02.1634	20.03.1661	27.0	40	40	1.0
MM 3 (W Cauldwell)	£4	23.06.1636	01.11.1662	26.5	30	80	2.6
MM 4 (J & N Watson J Harrison T Trotter)	£4	23.06.1636	08.01.1662	25.6	40	80	2.0
MM 5 (E Carr)	£4	20.07.1638	01.06.1664	25.9	40	80	2.0
MM 6 (J Ladler)	£4.16.8	22.05.1634	10.04.1662	27.9	40	120	3
MM 7 (W Hixon)	£4	15.11.1632	1.12.1664	32.0	30	90	3

chapters similarly made allowances to purchasers but often not as great as those of Durham. The Chapter of York halved their fines to purchasers; that of Winchester reduced them to six years purchase and the canons of Winchester said that they had abated £6000 to tenants because they had been purchasers.³⁵ Throughout the Durham estate where fines and valuations are given in the renewals book for other townships the fine never exceeded 3.6 times the value.

Despite the fact that the Chapter took into account their tenants' problems in the 1660s there was tenant resistance to the increased rents and the level of fines. Some tenants complained that they had had to raise large sums of money to buy their lands only ten

³⁵ Green, *Re-Establishment*, 101-2.

years previously. In their replies to Sheldon, the Chapter acknowledged that some individual tenants objected to the new rents and fines. The Chapter claimed that, where any tenants had complained that their farms were overrated by the Chapter, they were allowed to rate their own farms and set their own fines which would either be accepted by the Chapter or the tenant would be paid that amount to leave quietly. Only fragmentary evidence remains on this issue and it does not entirely substantiate the Chapter's view. No instance of the tenant being paid money to go quietly is recorded in Merrington, but it may have occurred. The rental commenced in 1628, Receivers Book 34, includes notes about tenants refusing to pay fines. These notes are not dated but the handwriting and the tenants' names match others which are dated to 1661. One entry relating to Ralph Willy's farm rejects the derisory fine Willy was offering in 1661. The first entry for Kirk Merrington refers to Robert White's farm. Before the war (10 October 1634) the farm was leased jointly to Robert White and his mother, Margaret Trotter, wife of Thomas Trotter and widow of Robert White, whose family had held the farm since before 1541.³⁶ A note in the rental in about 1661 stated that Robert White refused to pay his fine. There is then a partially illegible comment apparently about White's virtues as a tenant followed by the statement that he was a ringleader of 'all these recusers' and the resolution that he should be 'outed'. The farm was let in 1661 to Thomas Trotter, who in 1664 willed it to his nephews so the farm passed to the second husband's family.³⁷ Unfortunately all the recusants are not listed so the scale of the problem cannot be assessed.³⁸ However, Ralph Willy and William Binley of Kirk Merrington were also noted as refusing to pay: both did pay in 1662. There are hints of problems on other farms in Merrington. Robert Hixon's two farms in Kirk Merrington were left in his will to his two daughters but in 1661 the two farms were granted to John Smith of Sedgefield, one of the Chapter's attorneys appointed to recover

³⁶ DCD Reg. 11, f.291.

³⁷ DCD Reg. 14 f.135; DP, Thomas Trotter 1664.

³⁸ The Chapter were generally tolerant of Catholic tenants, leasing to the Catholic Salvin's of Croxdale throughout the period.

lands whose leases had expired. In January 1663 the farms were granted to John Woodifield of Kirk Merrington.³⁹

The main organised tenant resistance to the Chapter at the Restoration came from a group of tenants from Pittington, Westoe, Elvet and Kirk Merrington parishes led by Philip Brough, who petitioned the King in 1661. They petitioned on the grounds that they were ancient tenants who had special privileges according to tenant right arising out of border service, these precluded high fines and rents. The tenants complained that they had had to buy their lands at high prices in the Interregnum and they could not pay the high fines demanded by the Dean and Chapter to lease their lands, which the tenants asserted were contrary to the 1577 Order. From the study area, the disputatious tenants of Ferryhill and Hett were involved. John Hobson, tenant of a farm in Hett; Ralph Adamson, tenant of another farm in Hett; John Watson, tenant of two farms in Hett and Thomas Wood, tenant of a Ferryhill farm were among the activists.⁴⁰ The tenants petitioned against the high fines on the 10 April 1661 and 4 April 1662. The Commissioners for the Sale of Crown and Church lands required the Dean and Chapter to consider the petitioners' case and return answer by 30 May 1662 and in the meantime to do no act to the prejudice of petitioners by granting any new or concurrent lease or leases 'whereby the petitioners interest or possessions in the premises may be hurt or disturbed whilst the same is under their lordships' consideration and until His Majesty's pleasure be further known therein'.⁴¹

The tenants' case presented in November 1662 reverted in the main to ancient claims raised in the sixteenth-century disputes: it lacked accuracy and substance (tenants claimed that this was because they were denied access to Dean and Chapter muniments to prove their case) and did not recognise developments since 1577, hence their chances of a successful petition were prejudiced by inaccurate evidence. The tenants

³⁹ DP, Richard Hixon 1635; DCD CA., 18 January 1661, 8 April 1662; DCD Reg. 15, f.2.

⁴⁰ DCD LP, Box 8, 10 November 1662.

⁴¹ DCD LP, Box 8, 1662-1663.

did not concentrate on the underlying nature of the tenure they claimed to enjoy but they relied on outdated claims of fixed fines which had changed with the passage of time. They failed to cite all the evidence that would have aided their case, for example the recognition of the sixteenth-century Deans and Chapters of Durham of tenants' rights to their farms in leaving tenants, who refused to take out leases, in possession of their lands and in allowing all farms to pass from father to son without interruption since 1541. They also ignored the compromise of 1626 which allowed tenants *de facto* hereditary tenure for agreed rents and fines. They alleged that all the petitioners had ancestors who had held their farms under the Prior and Convent by custom or copy of court roll and that the memory of man was not to the contrary. The tenants claimed that in the sixteenth century the Dean and Chapter had tried to destroy the tenants' ancient and accustomed estate tenures and tenant right estates. The tenants based their case on the fact that in 1577 the Council of the North had decreed that the tenants should give up their tenant right and hold by new leases *sub ordinem* for which they were not to be charged heavy fines and rents because of border service. The tenants claimed that from 1577-1642 their lands had been held by successive leases for three years' old rent as fine. The tenants did not acknowledge the compromise reached in 1626. Whether this was from ignorance or in the hope of getting further concessions by reviving the 1577 judgement is not readily ascertainable. The tenants' case continued that their interest and tenant right in the farms by virtue of the ancient custom and the decree of the Council of the North was reputed to be very good value and some of the Chapter had offered eight or ten years' purchase to the tenants for their interest and tenant right in the respective tenements when their leases had expired. At the Restoration, many Durham tenants, when complaining to Chancery about having first to purchase their lands and then having to pay heavy fines to retrieve them from the Dean and Chapter, emphasized their tenant right. For example John Shaw of Ferryhill, tenant of two Chapter farms there stated that he had heard that several of the late prebendaries of the Cathedral had offered, after tenants' leases had expired, to give tenants six years' purchase for their interest and tenant right according to their yearly value, for example,

Mr Marmaduke Blakiston, when buying a farm from Widow White in Kirk Merrington. Shaw also said that he was present when Dr Carr, prebendary, in buying a farm from Mr Wilkinson in Middlestone, would not sign the deal until the words 'all his estate, tenant right,' were added. Robert King of the City of Durham said Marmaduke Blakiston, late prebendary of Durham and sub-dean under Sir Adam Newton, offered William Clifton of Wolviston £80 after the expiry of his lease for the tenant right of his farm which was worth £20.⁴² A few tenants had refused leases and continued to hold by ancient customary estates of tenant right and would never be persuaded by the Dean and Chapter to change their old way of holding nor to pay any increase of rent or fine. During the 'late time of troubles and usurpation' the leases expired and the tenants were forced to purchase their lands at great cost from the trustees for the sale of dean and chapter lands. At the Restoration the tenants offered to pay three years ancient rent as a fine to retrieve their leases for twenty-one years, the tenants displayed what they claimed was a typical lease, a lease granted under the order of 1577. The tenants' offer was refused by the Dean and Chapter who instead demanded increased yearly rent and 'great and unreasonable fines' which the tenants could not pay. The tenants petitioned the King for stay of execution and the Dean and Chapter were ordered by the King not to grant any new or concurrent leases to prejudice the tenants case. Despite this the Dean and Chapter brought actions of Trespass and Ejection in the name of Edward Duncombe in assizes at Durham against Anthony Dale, George Dale, George Grey, Philip Brough and John Hopper and, from the study area, John Hobson and Ralph Adamson of Hett. Trial was at the assizes in Durham but the petitioners lacked evidence as their aged witnesses were dead and the order and decree were not pleadable despite the fact that the Chapter had conformed to them for nearly 100 years and all copies of the court roll were lost or in the hands of the Dean and Chapter so the tenants did not have the evidence to prove their case. The Dean and Chapter won their actions against the petitioners and threatened to let the lands to whomsoever would give them

⁴². DCL Longstaffe 60: *Renewable Leaseholders*, 47-50.

the highest fines and rents. The Dean and Chapter's threatened action was contrary to equity and good conscience and would ruin the tenants.⁴³

Study of Merrington suggests that most of this tenants' evidence did not match the facts. Thirteen out of fifty Merrington tenants took out leases before 1577. Leases *sub ordinem* were only taken up by the tenants of eighteen out of the fifty properties and were never granted to a tenant after 1608, and all *sub ordinem* leases in Merrington had been replaced by simple leases by 1627. Fines based on the true value of the land were introduced before 1626 and confirmed by the 1626 Chapter Act. All Merrington tenants accepted leases by 1610, and none continued to claim to hold just by tenant right. It is possible that some tenant elsewhere in the Dean and Chapter estate still refused to accept a lease, but it seems very unlikely. Therefore asking for renewal at multiples of old rent in 1660 on the basis of the decree of 1577 took no account of developments in the early seventeenth century which were confirmed in the 1626 Chapter Act and accepted by all the tenants in Merrington long before 1642.

The main points of the Dean and Chapter response were that their tenants never had any copyhold tenant right in their tenements by any ancient usage descendible from ancestor to heir. That very few of the tenants took leases according to the order and that where they did they disclaimed and relinquished them before 1642 and accepted absolute leases for twenty-one years with several conditions and covenants contrary to the said order and have paid uncertain fines as the Dean and Chapter and they could agree. They further alleged that neither the said order of 1577 nor the then Dean and Chapter could bind their successors as the order was contrary to their statutes which made void all leases in reversion or *de futuro*. The Dean and Chapter had offered to grant new leases for three-four years fine at a reasonable value of their lands and to discount for their purchase money.⁴⁴

⁴³ PRO C5/43/22. DCD LP, Box 8, 1661-3.

⁴⁴ DCD LP, Box 8, Decision of Chancery in the Case, 3 May 1664.

There was some truth in the Dean and Chapter response but they too ignored developments of the last ninety years which did not support their case. The Dean and Chapter in their answers to the tenants probably reflected the truth when they said what the tenants were really objecting to was not the loss of customary tenure but to the higher fines and rents being demanded by the Dean and Chapter after 1660. The rents were at the instigation of the King to pay increased stipends to officers of the Church and the fines were needed to restore the Cathedral. However, the Dean and Chapter evidence did not acknowledge the significance of the 1626 Act which recognised the permanent rights of all tenants who paid their rents and fines for their lands to renew their leases. The fine was not arbitrary as the Dean and Chapter alleged but had been agreed at one year's true value of the land for renewal after seven years.

Some of the Dean and Chapter evidence is corroborated by findings from Merrington: the Dean and Chapter pointed out that they were forbidden by their statutes to guarantee renewal; that all leases specified that at end of tenancy the property must be given up 'repaired and tenantable'; that although some tenants took leases according to the 1577 Order, these leases had been disclaimed and relinquished by lessees; and that all tenants had taken simple leases and paid fines more or less as they and the Dean and Chapter could agree before 1642. They continued that they had offered reasonable terms to the tenants in 1660 and had never threatened to let to the highest bidder. The Dean and Chapter pointed out that some of the tenants, far from having inherited a tenant right, had only a claim because they had bought their land during the Civil War. This could be true in the case of John Watson of Hett who claimed two farms in Hett which he certainly had not held before the War and there is no traceable family link between him and the previous tenant. However, neither does he appear in the lists of purchasers in Chancery.

However, the Dean and Chapter's denial that farms descended from ancestor to heir, or that tenants enjoyed their farms by any ancient custom or usage only by lease, is not substantiated by evidence from Merrington. The Dean and Chapter claimed that the 1577 Order was contrary to their statutes made for governing their estates at their foundation for they were forbidden to make any pact to renew with lessees and contrary to the Statute of 13 Eliz which made void all leases or grants for leases made in reversion or *in futuro*. However, as explained above, study of Merrington showed that tenants of only thirteen out of fifty Merrington properties had signed leases by 1577 and yet the Chapter still recognised them as tenants and collected rent from them. One tenant only signed a lease for the first time in 1601 but the Chapter had allowed the family to be tenants of the land from 1541-1601, sixty years, by custom!⁴⁵ Study of leases and wills shows that at least fifty per cent of tenants' families retained the same farm from 1541-1690. It is impossible to be absolutely certain about the statistics but by using the surname evidence and wills leaving property to a son-in-law or nephew, a reasonable idea of the farms' descent can be formed. The numbers of renewals to the family is likely to be understated as it is not possible to account for all descents: many wills are missing or never made so the family link can easily be missed. Many more properties descended to tenants' families or in-laws and this is much more difficult to trace. Analysis shows that over fifty per cent of farms, twenty-five properties or fifty-two per cent stayed in one family from 1541-1690, thus refuting the Dean and Chapter's claims. One farm in Kirk Merrington stayed with the Wood family from 1541-1787 although from 1722 the family name changed as it descended to two daughters and their husbands.⁴⁶

The Commissioners' order was rescinded on the 6 June 1662 in the face of representation from the Dean and Chapter that they were suffering, as pending consideration of the petition all of their tenants were refusing to pay reserved rents.

⁴⁵ . SS 82, 237.

⁴⁶ . KM6. The change was recorded in DCD Reg. 25, f.191.

Evidence from the study area showed that, of the townships studied only the tenants of Hett were not paying the reserved rents. In fact, all the tenants in Hett failed to pay rent, not just those listed in the petition. The petitioners were told by the Commissioners to appoint their own day for hearing but first to pay the reserved rents and arrears and to produce a certificate from the Dean and Chapter saying that they had done so before the hearing. Hett tenants paid their arrears for 1660-1 in Summer 1663.⁴⁷ The petitioners' statement was presented to the Lord Chancellor on 10 November 1662 and among the thirty-four signatories were the following tenants from Merrington: John Watson of Hett, apparently new tenant of two tenements; Ralph Adamson and John Hobson of Hett, pre-war tenants of farms in Hett; Thomas Wood of Hett and Thomas Wood of Ferryhill both of whom had farms in Ferryhill. A surviving summary of the case apparently written by a clerk to the Lord Chancellor indicated the tenants' complaints that the Chapter had refused to accept such fines as the tenants offered but concluded that the Chapter needed high fines for two reasons: some old rents had decayed, for example, of quarries, salt pans, houses, collieries; and the Chapter were giving greater salaries to their officers of the Cathedral than their predecessors did. The summary continued that where the Chapter had increased the rents they had proportionately abated the fine and that the petitioners would be used in the same way if they offered to renew. For the Dean and Chapter it was contrary to their statutes to lose any land, therefore they ejected tenants who refused to pay. Chancery dismissed the petitioners case on 3 May 1664, concluding that the ejections made in the name of Edward Duncon were only to recover Chapter land. The Chapter were still offering to grant new leases for twenty-one years at three to four years value and to discount for purchase money to late pretended powers. Long before the dispute fizzled out, most of the tenants from Merrington had already accepted leases and paid their fines, two-thirds of them by the end of 1662. Even the Hett tenants finally accepted leases under the terms of the 1626 Act as they had done before the Civil War which gave them the security they wanted. By May 1664 twenty-four out of the thirty-

⁴⁷ DCD RB 41.

four plaintiffs had taken out leases. Ten were still refusing to renew in 1665 despite being offered easy terms and having had profit of the land without rent since buying it. The case was dismissed.⁴⁸

Three of the Hett tenants were among the ten who had not taken out leases by May 1664. Of the three, John Watson finally leased his two farms in April 1665, but Adamson and Hobson needed tough action from the Chapter before they signed. John Hobson's farm in Hett was let (5 April 1664) to Edward Duncon and Christopher Stones, after which he signed and paid a fine (20 July 1664). Ralph Adamson is recorded in the renewals book as paying a fine 1664 but no lease entry survives and his farm was let (16 April 1667) to Edward Duncon) and finally to Ralph Adamson on 2 March 1672.⁴⁹ Within the study area, Hett lands proved the most difficult to restore after 1660. Small parts of some of the farms were not identified and returned to lease until the eighteenth century, probably lack of co-operation from the tenants in the 1660s contributed to the problem.⁵⁰

A different attitude was adopted by Dean and Chapter and the King over tenant right depending on whether a legal test case was involved. Contemporary with the Privy Council deliberations the King wrote to the Dean and Chapter on a number of occasions asking them to observe tenant right in individual cases. Charles was apparently unaware of his grandfather's proclamation of 1620 or he did not agree with the spirit of it. Letters in 1660-61 from Charles 11 to the Dean referred to tenant right. For example, in the Chapter Acts 15 March 1660-1, the King's interest in a dispute over South Shields' mills is recorded. The King urged that 'the interest and Tenant Right of the premises ought in equity and according to the intent of his father's will to come to the said Captain William Fenwick' and 'We are graciously pleased in consideration of

⁴⁸ DCD LP, Box 8.

⁴⁹ CC DCD Renewals Book 235424, f.252. The Renewals book was not compiled until 1674 and the fines copied retrospectively so mistakes may have been made.

⁵⁰ CC DCD Renewals Book 2, f.252A. The main area omitted was one quarter of a farm which was not leased until 1723.

the integrity and loyalty of the said William Fenwick and of his many sufferings and of his interest and tenant right to recommend him by the said presents to your favour for granting him a lease of the premises upon such moderate fine as hath been formerly accustomed'. There was a twist to this case and Fenwick did not gain the mills as Chapter investigation revealed that his ancestor had sold the mills before the Civil War. Counsel's opinion confirmed the purchaser's title to the mills.⁵¹

Disputes between tenants and purchasers was not a major problem in Durham as most of the purchasers were old tenants. There is evidence of only one dispute between the Chapter and purchasers within the study area referred to above between Lax and Matthew Allured and William Sykes but there were a few other disputes in the whole estate. It would appear that the purchasers' retained their interest until 1664 which suggests that Lax did not pay them for his farm immediately.⁵² Parliament had declared sales of church lands made during the 'late troubles' void on 7 November 1660 and appointed special commissioners to arrange compositions with the purchasers of such lands.⁵³ The Chapter had to bring cases at the assizes in Durham to regain lands, for example from Richard Marshall.⁵⁴ In the country as a whole Green found that most purchasers were the former tenants. Canterbury tenants claimed that they had been 'forced to kisse the Rod' and purchase their lands to prevent 'a great Captaine of the Armie' from getting it. The York Chapter described the purchasers as mostly old tenants.⁵⁵ However, there were some instances of conflict in Durham. The Chapter in line with the King's orders favoured the tenants, resolving in March 1661 that in response to petitions no leases should be granted to any of the grand purchasers of estates until the grievances of the poor tenants had been heard.⁵⁶ Where any part or

⁵¹ . DCD LP, Box 4 1661-2; CA., 15 June 1661.

⁵² . DCD RB41, 1660-61. Heaton ('Canterbury', 25) studying Canterbury found that in 9 out of 150 properties purchasers of the first instance became tenants at the Restoration.

⁵³ . CSPD. 1660-1 353. DCD Reg. 14, f.68, 12 December 1660.

⁵⁴ . DCD Reg. 14, f.138, 5 October 1661. Christopher Stones and John Smith were appointed attorneys to restore half of Hebburn, then in the possession of Henry Rawling and Richard Marshall.

⁵⁵ . Green, *Re-Establishment*, 101.

⁵⁶ . DCD CA., 18 March 1661.

whole of a farm had been purchased by some one not of the sitting tenant's family, the new tenant when renewing the lease had to give the Cathedral treasurer a bond. These bonds for £100 to John Naylor promised to indemnify the Chapter in any action brought by the purchaser; examples survive in the loose papers often to keep the Dean and Chapter harmless in any action by Richard Marshall and Adam Shipperdson, both of whom acted as agents of tenants in the purchase negotiation in London. Bonds survive from Westerton, Westoe, Gateshead, Harton, Nether Heworth, City of Durham, Wolviston, Mainsforth, Monkton and East Rainton. The Chapter Acts refer to a few disputes and petitions to the King. The King had instructed chapters to favour tenants' claims but Durham still had to judge the claims. Occasionally the Chapter divided the farm between the former tenant and the purchaser giving in the case of Smith v. Pendreth in Moorsley the ancient tenant the choice of half.⁵⁷ The Chapter did make some mistakes, leasing Tobias Readhead's farm at Newton Bewley to the man Readhead had borrowed the money from to buy his farm in the 1650s. The Chapter said their counsel had misinformed them and resolved that Readhead must be righted. What happened is not recorded but he did not regain his farm.⁵⁸

The Restoration did not in the main represent a total break or a major change of direction in estate management policy for the Durham Chapter. They resumed where they had been stopped by the war and continued their improvements. The only major innovation which was attributable to abolition was the recording of fine income. Durham's accountability for its fine income from 1660 was in marked contrast to Green's findings about other cathedrals: the Deans of Canterbury and Worcester admitted that fine records were not well kept and at Hereford, Wells and Salisbury prebendaries were accused of illegally leasing for their own private benefit.⁵⁹ The Durham Chapter, acknowledging contemporary criticisms of churches, felt that they must account for all revenue, so fine income ceased to be regarded as the personal

⁵⁷. DCD CA., 10 March 1661.

⁵⁸. CC DCD 235424 f.178.

⁵⁹. Green, *Re-Establishment*, 113.

income of the Dean and prebendaries.⁶⁰ The Chapter reviewed their first year's finances in October 1661, concluding unanimously that fine income had rightly been spent to repair the Cathedral, the library and Chapter House and houses in the College, to increase salaries and to pay contributions to the King. Two gifts were made to the King in 1661 by Cathedrals throughout the land.⁶¹ They agreed that all common expenses of the Cathedral in the future, for example a new organ, a new school house, repairing the piped water supply to the Cathedral and paying a further £1000 to the King should continue to be paid out of fine income. Any excess income should be shared as a dividend among the prebendaries who qualified by residence. The dividend was not a sinecure as non-residents did not qualify. The Chapter replied to Sheldon that they had only had one dividend between the arrival of Dean Sudbury (Michaelmas 1661) and 12 June 1663, and that despite the fine income it was no greater than those received before 1642. The rest was reserved for expenditure on the Cathedral and their treasury was almost exhausted.⁶² The audit books do not survive before 1674, so the Chapter's extraordinary expenditure in the 1660s cannot be balanced against the receipts from fines 1660-3. The Chapter replied to Sheldon in June 1663 that they had spent £4,306 on the Cathedral, £3,616 on repairing their own houses and the chancels of parish churches for which they were responsible, they had given £1,350 to the king; £400 to retrieve captives, £567 to the poor, and £20 for road repairs. In total £13,259, in addition to which they were augmenting wages for the choir and stipends for vicars.⁶³

Merrington tenants faced severe financial problems at the Restoration, from the cumulative effects of the cost of war, purchase of their properties and then fines to regain their leases. In 1660 Charles II ordered that no ancient tenants should lose their

⁶⁰ . This was not the case in all other Cathedrals, Rochester still regarded fine income as personal. Rochester Dean and Chapter archives, Arb 2, f. 52v.

⁶¹ . Green, *Re-Establishment*, 111.

⁶² . Bodleian Tanner MSS 144 f. 153.

⁶³ . Bodleian Library, Tanner MS 144 ff.153-4.

lands.⁶⁴ The Grand Inquest of the Great Quarter Sessions at Durham on 10 April 1661, certified that most inhabitants of County Durham had lost and suffered in the war because the county was a thoroughfare and main road to Scotland. The jury continued that most inhabitants were also tenants of the Bishop or Dean and Chapter of Durham who had been forced by the 'Usurped Powers' to purchase their lands and tenements to preserve their possessions. Several of these tenants were indebted for the purchase money; their farms were their sole income therefore they needed allowance for purchase money or they would be unable to pay their fines.⁶⁵ Joan Thirsk wrote that the lasting effects of Parliament's policy appeared some twenty to thirty years after the Restoration, when more than one delinquent was obliged to sell off a part of his estate to pay off long standing debts.⁶⁶ As already discussed in the previous chapter, the amounts paid by tenants who bought their properties were significantly higher than they would have expected to pay without the abolition of their landlord, amounting to two to three times more than the tenants would have paid if the leases had continued. The demands in fines and rent made by the Dean and Chapter of Durham to lease properties from 1660 have already been analysed. They were not extortionate from the landlord's viewpoint with regard to the costs the Chapter was facing in reconstructing and repairing after the Civil War and Interregnum. However, for a considerable number of the Chapter tenants they appear to have been the final straw, leading in a only a few cases to the complete loss of the family holding, but in many to division of the holding and sale of parts to pay the costs and in others to the mortgaging of the property to pay the bills. In the early 1660s many tenants had complained to Chancery that the costs they had to face were contrary to their tenant right.

In Merrington at least eighty per cent of the tenants families survived the Civil War, together with the sale of their lands in the Interregnum and retained their properties at

⁶⁴ DCD LP, Box 8 1660

⁶⁵ DCD LP, Box 8.

⁶⁶ J.Thirsk, 'The Restoration Land Settlement' in *The Journal of Modern History* vol. XXVI (1954), 326.

the Restoration. There is no evidence of only the large tenants benefiting from the chance to buy. Twenty per cent of properties, twelve and one half out of sixty-two, leased in 1642 appear to have changed hands or not descended in the same family by 1660 by surname evidence and wills alone. This is probably an over estimate as descent to sons-in-law and nephews took place but cannot be identified where the will did not survive. For example, one farm, John Gray's, probably descended to a son-in-law reducing the percentage to eighteen and there are probably others not identified. Three and a half farms out of eighteen properties changed hands in Ferryhill: one of Robert Laxe's farms passed to John Taylor of Stowhouse⁶⁷ and the other to Brian Pearson of Escombe who also bought part of a farm in Kirk Merrington, John Gray's farm had passed to Thomas Wood by the time the survey was carried out in 1650. However, the Merrington parish register lists the marriage of Thomas Wood and Jane Gray in 1644 and the will of Thomas Wood in 1689 refers to his wife, Jane so the farm would appear to have passed to the son-in-law.⁶⁸ In Great Chilton one of the two farms changed hands and the other was let jointly to the previous tenant, John Morland, and John Woodifield. Three farms and one half and the mill, tenanted by William Wivell who was sequestrated; changed hands in Hett out of thirteen properties: the three farms previously tenanted by: Anne Meabourne, widow, and George Pickering, son of John Pickering of Croxdale Broad Close, yeoman; Robert Willy and William Cheswick all went to a combination of John Watson, John Rea and Ralph Jackson, none of whom appear to be previous tenants. William Cheswick's part farm was let to John Rea partly in trust for William Cheswick so Rea may possibly have been the mortgagee for the purchase and fine.⁶⁹ The Dean and Chapter said that John Watson was only a purchaser in their response to his support for Brough's petition. All listings of John Watson in the index of purchasers have been searched for in the Chancery close rolls

⁶⁷. A marriage is listed between Anne Laxe and John Taylor at Hamsterly 10 May 1649 in DCRO EP Merr 1. This may be the link but no proof has been found.

⁶⁸. DCRO EP Merr 1; DP, Will of Thomas Wood 1689. This is the farm which stayed in Gray's family despite the tenant refusing to accept a lease until 1601. In total it stayed in the same family for at least 200 years.

⁶⁹. DCD CA. 111, f.97.

and no trace has been found of him but he might have bought from Alured and Sykes, without recording the purchase. The quarry fell into disuse, a further farm was mortgaged in 1660 and another by 1670. Two and a half of the fourteen farms in Kirk Merrington changed hands, two others were divided up in 1660 and most of them lost to the family: both Richard Hixon's farms went to John Woodifield. Hixon had died and the farms were left separately in his will to two of his daughters. John Willy's farm also went temporarily to John Woodifield but it reverted to the tenant's family by 1670. Robert Hixon's half farm was sold to Brian Pearson of Escombe. Two of Westerton's four farms were divided and part lost to the family: the Liddell's sold half of their farm to Robert Shaw in 1651 and the Dean and Chapter granted Shaw the lease in 1660. Robert Shaw had to indemnify the Dean and Chapter against any action from the agents Shipperdson and Marshall or by the Liddell's. Anthony Lax lost part of his farm to William Parkin and Robert Hartley and another part to Cuthbert Markendall. Again Lax appears to have sold these parts probably to pay the purchase money as both Cuthbert Markendall and William Parkyn and Robert Hartley before being granted leases of their parts of the farm had to sign bonds with the Dean and Chapter indemnifying the Chapter against any actions by Anthony Lax who was the purchaser of the farm.⁷⁰ In Middlestone, one and a half farms were lost to the tenants: Elizabeth Cooper's went to William Williamson and George Kirby but the receiver's book for 1660-1 shows John Ladler as tenant and Elizabeth Richeson's went to Jane Watson and Nicolas, her son.⁷¹

The relatively high survival of tenants' families in Durham is in contrast to Heaton's finding from the Dean and Chapter of Canterbury. Heaton found that of the 150 leasing units sold during the Interregnum only fifty-one of the families holding of Canterbury Chapter in 1640 took out leases in the Post-Restoration period. Whereas in Durham

⁷⁰ . DCD LP, Box 5.

⁷¹ . DCD RB 40, 41; Reg. 13-16.

more than eighty per cent of the families continued to lease their properties, in Canterbury only one-third retained them.⁷²

There were disputes between the Dean and Chapter and individual tenants in 1660 which may have contributed to the failure of some tenants' lines. The Middlestone farm which had been in William Laxe's tenancy was let before the Civil War to Robert Pleasaunce and Elizabeth Cooper, wife of Peter Cooper MA. Robert Pleasaunce died in 1635. In the sale document of 1651 the property was tenanted by Elizabeth Scoggins, who probably was Elizabeth Cooper with a new husband as in 1660, the tenant was one William Cooper, of Crossgate, Merchant, son of Peter Cooper. The receiver's book for 1660-61 records that the farm was let for £24 per annum before 1642 and was let for £40 per annum in 1660. William Cooper offered only '£12 for 9 years and 1/4 his fine being £30.12s'. In April 1662, the Dean and Chapter let the farm to William Wilkinson and George Kirby of South Bailey, who do not appear to have had any link with a previous tenant. The same day, John Smith, of Durham City and Robert Richardson of Gateshead, were appointed to take possession of the farm and deliver it to William Wilkinson and George Kirby. In September 1662 William Wilkinson and George Kirby obtained a licence to alienate the farm to Dr John Ladler, vicar of Gateshead, who in turn assigned the farm to Robert Dixon, yeoman of Stanhope in 1675.⁷³

Robert Hixon's two farms in Kirk Merrington pose a similar problem. The first one was let in 1639 to Robert Hixon and Ann Hixon, his daughter and subsequently left to her in his will. The second one was let at the same time to Robert Hixon and Margaret Hixon, spinster, also his daughter and again left to her in his will.⁷⁴ In 1660 the receiver's book listed Robert Hixon as tenant. This was crossed out and John Smith substituted, which again was crossed out and John Woodifield inserted. The Chapter Acts in February 1662 recorded the grant of two leases of farms in Kirk Merrington, lately

⁷² . Heaton, 'Canterbury', 24

⁷³ . DCD Reg. 11, f.262-3; 15, f.5, 76; 17, f.14, 147-8.

⁷⁴ . DP, Richard Hixon 1635.

Robert Hixon's to John Smith of Sedgefield. In January 1663 the farms were let to John Woodifield of Kirk Merrington and continued in his family into the eighteenth century. What happened is not known. Hixon's daughters could have fallen into arrears or died. The parish registers for Merrington have been checked and there is no entry for the death or marriage of either daughter but they were not well kept in the Civil War. John Smith appears to have worked for the Dean and Chapter. In November 1661, John Smith was the name of one of the people appointed to receive arrears of rent for the Chapter. In August 1662 John Smith was given a letter of authority to enter all lands whose leases had expired for the use of the Church.⁷⁵ The above three farms could be the only examples found of such an entry as transfers were normally at the tenants' initiative. However, in the Chancery sales records of 1650, there are references to land abutting on land held by John Woodifield. He was not described as the tenant of a Merrington farm but he must have been in occupation of one of them. This suggests that he was not an Interregnum purchaser but either inherited, sub-tenanted or bought Hixon's farms from his daughters. Without further evidence no conclusion can be reached. In the receiver's book for 1662-3 the entry read 'John Smith' but was deleted and 'John Woodifield' was written in above and a note added that these were the two tenements recently Hixon's to which Dowthwaite pretended. A tantalising note in *Mackensie and Ross* purporting to come from the parochial register which is undated but must refer to this period stated that John Dowthwaite gave information against John Woodifield. Dowthwaite said that John Widdifield 'spake against the king's Majesty, saying that the King was a bastard, and the Queen his mother as follows; and if the King were there he would stab him with a knife, and wash his hands in his blood; and for that papishly rogue, Dr Cosins, he hoped to see him hanged.' This note does not now appear in the Kirk Merrington parish register for this date.⁷⁶

⁷⁵ DCD CA., 18 February 1662, 8 April 1662, 26 August 1662, 10 January 1663.

⁷⁶ PRO C54 3530. Mackensie and Ross, *A View of Durham*, 308.

The index of the Chancery close rolls has been checked to see if any of the apparently new tenants, for example John Watson of Hett whom the Dean and Chapter described as a purchaser and John Woodifield of Kirk Merrington, had the same names as purchasers. Where the same name as a tenant was listed in the index the relevant roll was checked but in no case was a new tenant discovered to be a purchaser.⁷⁷

The most noticeable effect of the Civil War, Interregnum and Restoration was the division of tenants' farms. In the first forty years of the seventeenth century, three farms, 6.25% of the forty-eight farms, had been divided into two: one in Kirk Merrington in 1621 between two brothers, one in Middlestone and one in Hett. In the 1660s twelve farms, twenty-five per cent of the total, were divided: three in Ferryhill, two of which were initially within the family and the third may have been; three in Kirk Merrington in all of which the old tenant retained a portion ranging from one eighth to one half.⁷⁸ One of these Kirk Merrington farms was divided into four parts another into five (by 1694). Two Hett farms and the one which was already divided were halved in the 1660s. One Westerton farm was divided in 1651 and another in 1662. Half of a Middlestone farm was further divided in 1662. Four more farms were divided from 1670-99: one in Middlestone, two in Kirk Merrington and one in Great Chilton. There were other factors than the cost of war, purchase and restoration but the appearance of the receiver's books for the early 1660s are dramatic in showing so many divisions of previously very stable farms. It cannot be coincidence that this followed two decades of war, forced purchase and then fines at the Restoration. If the changes were due to population pressure on land or costs of enclosure they would not be concentrated in one decade. Even if allowance is made for the two farms which were divided within families which may only show formal recognition, in a time of change,

⁷⁷ . PRO C54 and index.

⁷⁸ . The pre-war tenant was Thomas Kirkhouse who was buried in 1659. In 1662 the property was let half to Widow Kirkhouse and her son and half to John Brack. In 1636 a marriage took place between Ann Kirkhouse and John Brack. It is possible that there was a family link in the two parts. DCRO EP Merr 1

of something which had previously been unofficial, the divisions are still dramatic and way beyond normal expectations.⁷⁹

There is evidence that some tenants had to mortgage their farms after the Restoration. There were probably many more, but the proof does not survive. For example, John Shaw, the Civil War tenants' spokesman, had to mortgage his land after his purchases in the Interregnum. John Shaw's Ferryhill estate was mortgaged for £1200 to his brother Robert Shaw of Thrislington who himself had freehold land in Westerton and a farm, half farm and quarter farm leased from the Dean and Chapter in Westerton. Robert Shaw had to indemnify the Dean and Chapter against any action by the purchase agents in the Sale of Dean and Chapter lands as his was the financial interest.⁸⁰ The farms, the mill and Ferrylough were leased to John Shaw in 1660 on the strength of his and his brother's bond.⁸¹ Robert Shaw's will in 1675 left the £1200 mortgage which Robert had on his brother's estate at Ferryhill to his three younger sons: Thomas, John and William. Following John's death in 1683 the farms were leased to his son, William, who was charged in John Shawe's will with using the farms to pay off the majority of the mortgage money, the rest, £200, was to be paid by his grandson, Ralph Shaw, who inherited the mill and John Shaw's freehold land in Ferryhill. Ralph Suddick, tenant of half Hett Wood and half Chamberlain Meadows in Hett and part of a farm (Hett 3A), mortgaged his property to Anthony Salvin as a result of his Civil War purchase. In his will in 1676 Suddick said:

' Whereas my wife was formerly intended to be left the one moiety of my lands (then reputed freehold) and now by the restoration of his majesty the same is become a lease in Mr Anthony Salvin's name for the securing of the money by him disbursed for the same for which I have given him my bond.'

⁷⁹ . DCD RB 41,42.

⁸⁰ . DCD LP, Box 2, DP, Robert Shaw 1675.

⁸¹ . DP, George Spark 1671, Robert Shawe 1675, John Spark 1677, John Shawe 1683. DCD Reg. 14, ff.49, 60; 16, f.390, 395; 17, ff.183-4, 189; 18, ff.171-2; Contracts list.

Suddick's probate inventory lists the lease for twenty-one years valued at about £6 per annum at £60 value. The inventory also lists debt of £25 owing from Suddick to Anthony Salvin of Sunderland which he paid for the renewal of the lease. The leases had just been renewed before Suddick's death for £23.6s.8d in Anthony Salvin's name. The appraisers of Suddick's will allowed the widow £15 which they computed at £2 per annum for her life.⁸² Ralph also referred in his will to his brother, Robert, who was tenant of part of a farm in Hett. Robert's part farm was also mortgaged to Anthony Salvin. The Chapter granted Salvin a lease in 1687 and renewed it to him in 1694, despite the fact that Ralph Suddick was still listed as the tenant in the receiver's book for 1697. This part farm ultimately became Salvin property.⁸³ John Steele mortgaged his farm in Hett in 1660 to Ralph Wilkinson of Sherburn House to whom the lease was granted. The lease and the receiver's book both indicated that Steele was still the tenant. The lease was granted back to John Steele in 1677.⁸⁴

Section B. Chapter policies resumed, 1665-99.

From the early 1660s, routine administrative procedures were reinstated and improved on. The Chapter had to ensure that manorial dues were restored; wood protected and plans laid for its future provision; and that quarries and mines were operational, with the Chapter gaining their share of the financial benefit. For example, at their meeting on 6 November 1660 the Chapter had instructed that within all woods including corps land, areas had to be indentified for copping for springing timber, and on 18 March 1661 the Chapter resolved that all their tenants had to grind their corn at the ancient mills as they used to do on pain of paying fines. Tenants were reminded that all leases

⁸² DP, Ralph Suddick 1676; DCD Reg. 17, f. 244, Renewals Book 2, CC 235424.

⁸³ DCD Reg. 20, f.313.

⁸⁴ DCD Reg. 16, f.383; 17, f.287.

contained a tree planting and preservation clause.⁸⁵ The stone quarries of Ferryhill, Kirk Merrington, Middlestone and Westerton were let for the first time on 20 August 1666; prior to that the tenants of Merrington had freely quarried and burnt lime.⁸⁶ Measures were taken to improve the Chapter's information about its estate: tenants already had to have a licence to alienate their lease, but from 1665 the Chapter, in the interest of knowing the identity of all its tenants, inserted a new clause in their leases requiring the new tenant to approach them for a new lease within six months of acquiring it. The lease clause requiring one able man to serve the King for fifteen days on the borders with horse and furniture was dropped from 1662.⁸⁷ To keep all the Chapter informed of the state of their financial affairs, the receiver and the treasurer were also required from 1665 to make their accounts ready on 11 November to give all the Chapter chance to study them before the Grand Chapter and election of new officers on 20 November.⁸⁸

Having weathered the immediate crisis of the Restoration, the Chapter concentrated on developing financial and administrative systems and managing tenants. Much of the administrative innovation after 1665 was to do with record keeping, designed to improve the efficiency of estate administration but some older records were surprisingly neglected. Policy-making suffered a temporary check in 1688-91 as a result of the Revolution because Dean Granville supported James, refused to swear the oath of allegiance to William and Mary and had to leave. There is no evidence from

⁸⁵ . DCD CA., 6 November 1660.

⁸⁶ . DCD Reg. 16, f.330.

⁸⁷ . The clause was retained in DCD Reg. 15 to 1662 but dropped after the first lease in Reg. 16.

⁸⁸ . DCD CA., 6 April 1665; 20 November 1665.

Merrington that Durham Cathedral estate management or their tenants suffered any lasting effects from this national crisis.

The most important administrative innovation of this period was the creation of a new record of fines, rents, leases and tenants of each property, known as the renewals book by the treasurer, Dr Cartwright, in 1674. It was designed to keep an accurate account of fines for each property and any yearly values, together with any allowances to the tenant and any sub-division or regrouping of the properties.⁸⁹ The renewals book was produced by drawing together all existing information about each property. Cartwright's task was made more difficult by surprisingly poor record keeping in the lease registers. This was true in the 1670s and early 1680s while still under Dean Sudbury and after 1685 under Dean Denis Granville. A note in the revised renewals book in about 1734 referring to 1670s, stated that 'the Registers were not then carefully kept of all the leases that were renewed, many of them not being to be found in the books'. Register 17 (1671-8) is of poor quality, with blank spaces and incomplete leases. Register 18 is similar with leases unfinished and some not indexed. Until Register 28 (1732) there were omissions: sureties were left blank and licences to alienate were not entered. For renewals within Merrington, some 150 of the 570 renewals of the sixty-nine properties let at this time and listed in the renewals book were not entered, about twenty-six per cent. The omissions occurred between 1670-1720 fairly constantly over the geographical area with an average of 2.2 omissions per property. Chronologically the worst decade was 1680s with sixty-five omissions, followed by 1690s with forty-two; the 1670s, 1700s and 1710s were all similar with 12-16 omissions. Similarly, the

⁸⁹. CC DCD 235423.

Chapter Acts of the 1680s were fairly perfunctorily recorded. Those attending were listed, usually this amounted to seven prebendaries and the registrar, and the leases granted and sealed but there were no policy statements. Wordie in his study of the Leveson-Gower estates in Staffordshire and Shropshire found even poorer standards of estate administration in the late seventeenth century: many counterpart leases were lost; rents were collected very haphazardly by a few tenants; no bailiff existed; encroachments and large scale thefts of timber were rife.⁹⁰ The reasons for this slackness in Durham are not readily apparent, but treasurers and receivers changed quickly so perhaps they did not master the problem; or more likely, the Chapter officials were fully occupied with more pressing problems, especially of arrears, which were considerable in the depression of the late 1680s and 1690s.⁹¹

Problems on the Durham Cathedral estate increased in 1688 as a result of the national revolution of that year. The disruption on the Durham Cathedral estate lasted longer than the immediate crisis at national level but evidence from Merrington suggests it did not have serious long-term effects. There was no national policy of abolition of cathedrals as in 1649 but rather a problem of personnel as Dean Granville supported James II. In December 1688 after William landed in England Granville, who saw the rebellion as sinful and feared the same result as in the 1640s, abandoned his job and fled to France. As a non-juror, Granville was deprived in February 1691 but continued to claim the Deanery from France even after Dean Comber was installed in June 1691.

⁹² Chapter business was in abeyance for two to three years. The gap in the chapter act

⁹⁰ Wordie, *Leveson Gower*, 23-27.

⁹¹ DCD Audit books 1686-99.

⁹² J.R. Jones, *The Revolution of 1688 in England*, (1972) 320. C.J. Stranks, *This Sumptuous Church. The Story of Durham Cathedral*, (1973) 67.

books extends from August 1688 to November 1690 but renewing of leases was not fully restored for another year. The first Chapter meeting, 20 November 1690, ordered a book of arrears to be made for the last three years and copies delivered to the dean, sub-dean and the bailiff.⁹³ In 1696 the Chapter ruled that tenants had to produce an acquittance that all their rent was paid before they could renew. The receivers' books show that Merrington rents were collected. For fines in cases where the cessation of business for two years or three years meant that leases had not been renewed after seven years, larger fines were charged at renewal to compensate for the temporary loss of revenue.⁹⁴

The only lasting effect of the 1688 Revolution for Chapter estate management was an improvement of some administrative records when their control was restored in 1691. This was largely the work of the new registrar, John Rowell, who had succeeded William Wilson in November 1690, with the task of chasing up arrears and restoring administration after the Dean's flight. The Chapter meeting of 29 November 1690 ordered that all minutes of Chapter were to be entered into the act book, 'it being provided for that purpose'. John Rowell resumed Cartwright's work on the renewal book very methodically: he marked the number of years elapsed in leases when renewed; in 1692 he updated the list of tenants' names and fines were recorded, ensuring that any that had been missed were obliged to pay the arrears. He developed the renewals book by inserting the dates from which the lease was to operate and letters denoting the place and order of each contract or lease in annual lists, thereby making it

⁹³ DCD CA Books 3 and 4.

⁹⁴ DCD RB 62B and 62C. An example of additional fine charged when the renewal was missed in 1691 and paid in 1698 was in Renewals Book 2, f.236.3 when the tenant paid £115 in 1698 instead of the £35 he would have paid if he had renewed in 1691 as well.

a general index both to the receivers' books and the contracts' lists. Any changes within the estate were recorded: for example, divisions and sub-divisions of leases or revived decayed rents. Any notes from the cartularies or old registers which threw light on disputed articles within the rental were added so that by Rowell's death in 1704 the renewal book was even more useful. Each year the Chapter noted the need to chase up arrears before the November audit: in 1709 it was noted that the arrears book always lay on the Chapter table.⁹⁵

Section C. Relations with tenants, partnership continued: security of tenure and agricultural progress.

From 1660 the Dean and Chapter no longer needed clauses in leases to protect heirs' interests as the farms descended at the will of the tenant, from father to son or nominated heir or were left to executors to be sold if there was not an heir. The level of fines, which had been agreed in 1626 at one year's true value of the land to renew a twenty-one-year lease with seven years lapsed, was not altered at the Restoration and indeed was adhered to for more than one hundred years after 1660. Seven years true value of the land was chargeable for an entry fine but this did not occur in Merrington as leases descended at the will of the tenant and the new lessee paid only to renew. Durham Cathedral beneficial leaseholders were not subject to uncertain fines which would have allowed the landlord to exploit them, rather they had security of tenure at an agreed price which allowed them to develop their farms.⁹⁶ An example from the Chapter Acts showed the Durham Chapter recognised the contractual agreement with their tenants created before the Civil War. At its meeting of 28 July 1668 referring to a dispute with William Coulson and others over good neighbourhood in South Shields,

⁹⁵ Dcd CA November 1709.

⁹⁶ J.R.Wordie, 'Introduction' to C.W.Chalklin, and J.R..Wordie, (eds) *Town and Countryside The English Landowner in the National Economy, 1660-1860*, 18.

the Chapter Acts recorded that if William Coulson does not observe good neighbourhood

'he shall not have the ordinary and common privilege with our other tenants of renewing his lease or leases of any panns or houses in South Shields'

Tenants' wills continued to assert their rights.⁹⁷ For example, the will of John Steele of Hett 1680 left his half farm divided between Anthony Salvin and his sons, John and Ralph Steele, provided that John passed the shares to the others with 'the full Tenant Right and renewed the lease within seven years of the commencement of the same'.⁹⁸ John died in 1682 leaving the half farm in Hett to his brother, Ralph, 'with all Tenant Right'.⁹⁹ Tenants provided for assignments out of their leases with no consent from the Dean and Chapter. There were no licences to assign in the lease registers from 1674-1721 but many assignments were made. John Steele of Hett in his will of 1680, left his land in Hett to his eldest son, John, with the provision that John had to hand over land sold to Anthony Salvin and a cottage and half a garth bequeathed to John's brother, Ralph, with the full tenant right to them their executors, administrators and assigns.¹⁰⁰

Turner, Beckett and Afton suggested that the Dean and Chapter of Durham in the seventeenth century, handed over management of properties to a middle man for a reserved rent and an entry fine. This is not strictly true for this period when although sub-tenancy was developing, most tenants were still the cultivating farmers. The tenants' *de facto* tenant right did mean that they controlled descent of their farms but the Chapter was still active in encouraging enclosure. Sub-tenancy developed only slowly and because of the changing nature of the tenants. Using a middleman was not thus a deliberate policy of the Dean and Chapter of Durham. Similarly fines were renewal fines not entry fines as the lease continued from father to son, other heir or purchaser. The Chapter did not invest in their tenants' farms after 1660. This was the

⁹⁷ . For example, DP, John Watson, 1673

⁹⁸ . DP, John Steele 1680.

⁹⁹ . DP, John Steele 1682.

¹⁰⁰ . DP, John Steele 1680.

responsibility of the tenant. However, the Chapter promoted tenants' investment in two ways. Firstly, they did not charge an increased fine for the first renewal after any improvement by the tenant to allow the tenant to recover his costs in increased profits. For example, the renewals book of 1678-80 recorded that George Lax had a farm in Westerton then worth as he had improved it, £60 per year; but the fine was only set at £40 which was the value of the other farms in Westerton. Secondly, fines were reduced in some cases where investment was needed in particular farms. This is discussed further on pages 244-5 below.¹⁰¹ By the early nineteenth century, the Chapter became almost as detached from their land as Turner suggests but it was not an appropriate description of the system during the whole period of operation of the Chapter.¹⁰²

The fifty-three surviving probate inventories of tenants from 1660-1706, show that there was little change in the status of leaseholders in the sixteenth and seventeenth centuries. Those tenants who made wills were mainly of the middling sort with a slight increase in the numbers of gentlemen. As the holdings of tenants were similar there is no real reason to suppose that only the wills of the wealthiest survived. The average value of the inventories rose to £200 but the range stayed wide: from the weaver, George Smurthwaite's inventory in 1681 worth £23.75, including £11 for his lease of one twenty-fourth part of a farm on which he had his weaving shop, to £790.60 for William Wood's inventory in 1706. William Wood was still described as a yeoman in his leases of almost two farms in Kirk Merrington. The tenants were still described mainly by status labels not by occupations. The changes came slowly after the Restoration. Only one husbandman was named as a tenant but fifty-five per cent of the tenants were still yeoman. A slightly increased number nineteen per cent were gentlemen, nearly fifteen per cent were described as widows, wives, sons, daughters or spinsters; about two per cent were tradesmen as had been the case since 1541 and in five per cent of cases the status was not given.

¹⁰¹ . CC DCD 235424, f.230A.

¹⁰² . Turner, *Rent*, 29.

Continuing enclosure of the townships of Merrington was the major agricultural advance of this period despite the financial problems of some tenants. The scale of the final enclosures of the other Merrington townships was not as comprehensive as that of Ferryhill and did not involve new leases. Perhaps this was because money was tighter after the war.

The Kirk Merrington enclosure division of 1666 involved all the remaining open field land and the moor. Dean and Chapter leases in Kirk Merrington did not cite the land or property entitlement so there was no need to insert a clause in the leases to allow enclosure and exchange of land as happened in other places.¹⁰³ The leases were not altered by the enclosure as the grant of lease from the Dean and Chapter for all the Kirk Merrington farms was for 'all that their tenement, farmhold and husbandry'. There was no geographical description of the property in any of the leases except for the farm divided in 1621 where one lease was of the two closes and the other was the tenement farm and husbandry with the exception of the said two closes. The enclosure was not as comprehensive as that for Ferryhill, nor were the parcels awarded as big and surprisingly it did not involve exchange.

The only enclosure document which survives for Kirk Merrington township is a brief list by tenants of the land gained from enclosure in the open fields and from the Moor. The tenants of thirteen and a half farms are included and three cottagers. The note of the enclosure was dated 28 May 1666 and involved the common arable fields, the common pasture gates and the moor also used for pasture.¹⁰⁴ The 450 acres of arable open field, made up of 168 acres of the East field, 168 acres of the South field, 50 acres

¹⁰³ For example J Broad, 'The Verneys as enclosing landlords, 1600-1800' in Chartres *English Rural Society*, 31.

¹⁰⁴ DCD First Renewals Book 1669 f. 412. and DCD LP Box 14. These are headed 'An Extract out of the Division of Merrington' but a comparison with the list of tenants in the contemporary Receivers Book (DCD RB 46) indicates that it covered all the farms except the two closes bequeathed to the elder Hickson in 1630. RB 2. PRO C54 descriptions.

of Wellfield and 66 acres of Bishopley, were enclosed and redistributed to the fourteen farmers with each farm receiving fields amounting to about the thirty acres which they had enjoyed as a portion of the arable fields, a three acre field was granted to the miller. The vicar received two acres of glebe from the East field to the east of the church and eleven acres of Spennymoor. The common pasture of West Forth and the moorland pasture of Spennymoor and a small area to the east of Kirk Merrington amounting to 350 acres were also enclosed and shared among the farmers and one cottager. The only farm not affected by the enclosure were the two closes bequeathed in 1621 to the elder Hickson. A second farm had been divided at the Restoration. This was the farm belonging to widow Duckett whose husband, Robert, had died during the Interregnum. In 1662 Ann Duckett was granted a lease for one sixth of her late husband's farm. The rest was divided among existing Kirk Merrington tenants: Peter Wood (1/6), John Wood (1/3), and James Dunn (1/3) so the total number of farmers remained the same. The reasons for this division are not stated. No evidence survives of any contracts made with the tenants following enclosure, for example to build houses in the fields, or to ditch and bank the new enclosures.¹⁰⁵

There is no evidence of exchange of land which was already enclosed in 1666 in Kirk Merrington, the opposite of what happened in Ferryhill. As a result of the lack of exchange and the pre-enclosure distribution of open arable, pasture, moor and closes of meadow and pasture, the enclosure award did not, with one exception, result in compact farms, rather intermingling and scattering of parcels remained, some of which were exchanged in the eighteenth century to improve farm structures. The arable fields surrounded the village streets but all the moor land with one exception of thirty acres was to the north of the township on Spennymoor, separated from the townfields by pasture closes. The other pasture closes were in the south and east of the township. The one example of a compact, enclosed farm was John Willy's illustrated in figure 3.1. He received from the enclosure arable closes and moor to the east of the township,

¹⁰⁵ DCD Reg. 15, f.73; RB 41.

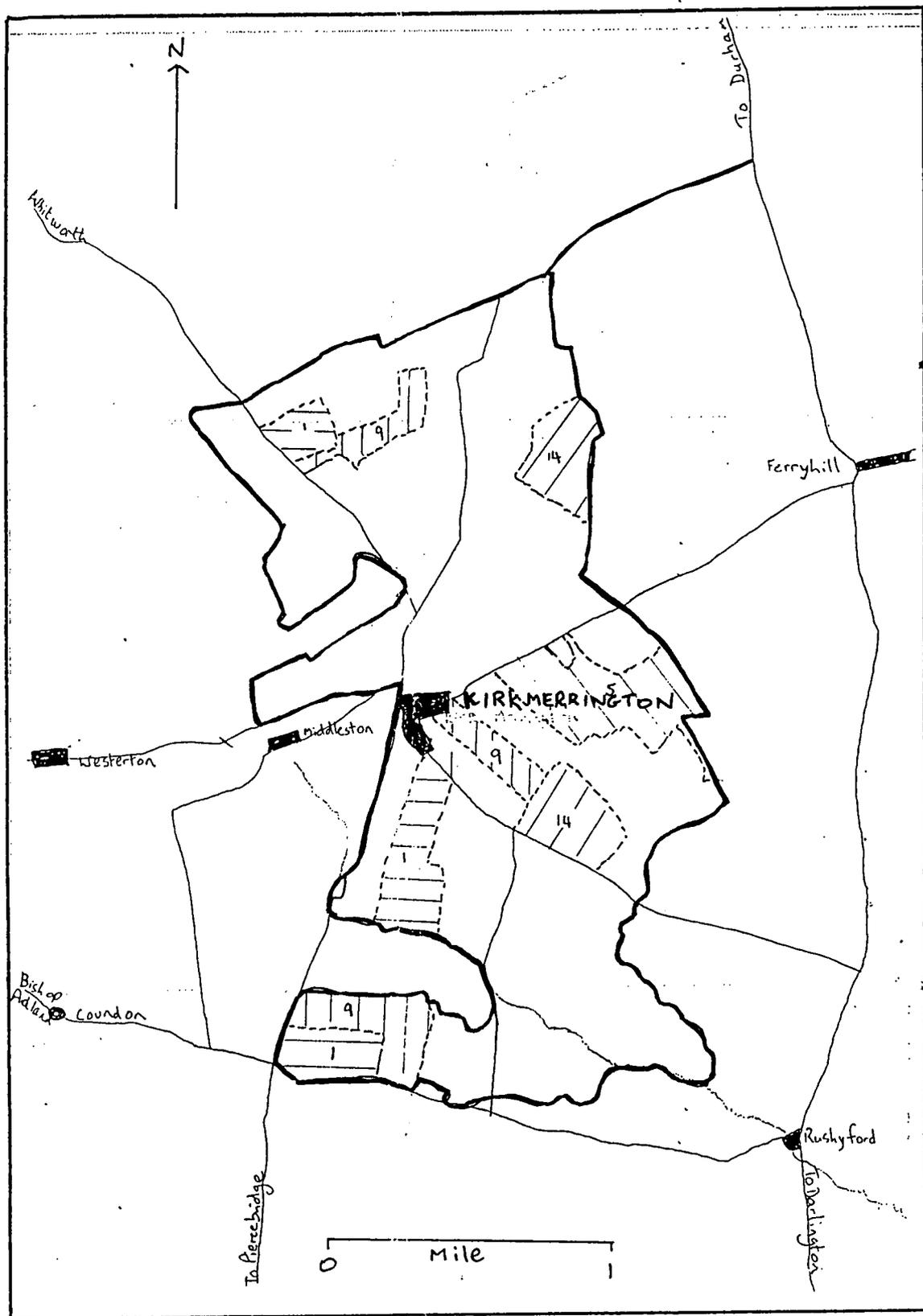


Figure 3.1 Four Kirk Merrington farms after the enclosure of 1666.

which adjoined his existing closes, giving him a total of twelve fields. These remained together in one farm until the land was enfranchised to the Dean and Chapter in 1863. Even after the enclosure, the farmstead remained on the south side of Merrington main street as can be seen from the 1851 plan.¹⁰⁶ The other three farms on figure 3.1, show what happened to all the other farms in Kirk Merrington as a result of the enclosure award. As there was no exchange, but purely a division of the town fields and moor, which were added to tenants' existing closes, the lands of each farm remained dispersed over the township, generally in at least three parts. As shown in figure 3.1, one farm (KM1) had 34 acres in the south west of the township, 22 acres out of Spennymoor and 60 acres made up of south field and closes. Another farm (KM9) had 56 acres of land adjoining the first farm in the south west, 29 acres from the East field and 31 acres adjoining the first in Spennymoor. The third farm (KM14) was divided into two parts: one at the southern end of the east field of 53 acres and 75 acres at the southern edge of Spennymoor.¹⁰⁷

Tithes were officially commuted in the study area in 1840. Tithe commutation awards were made on an individual township basis. At the time of enclosure, 1666, the vicar received land as glebe in Kirk Merrington from the open fields in compensation for open field rights he had before enclosure.

In Westerton there is little documented change of the landscape except the enclosure of the moor in 1698. By 1650 there were some 340 acres of closes in Westerton out of a total of 640 acres of Chapter leasehold land in the township. By 1698 the enclosed area had increased by 140 acres but this process is not documented. In 1698 the final part of Westerton the Spennymoor pasture amounting to 161 acres was enclosed and shared among the Westerton tenants according to their existing holding. Figure 3.2 shows the extent of the moor subject to enclosure. The enclosure was at the request of five out of

¹⁰⁶ DCD St Helen's 4B/2/1.

¹⁰⁷ It is only possible to map the post enclosure farms where they remained the same unit between the enclosure of 1666 and the survey and map of 1768.

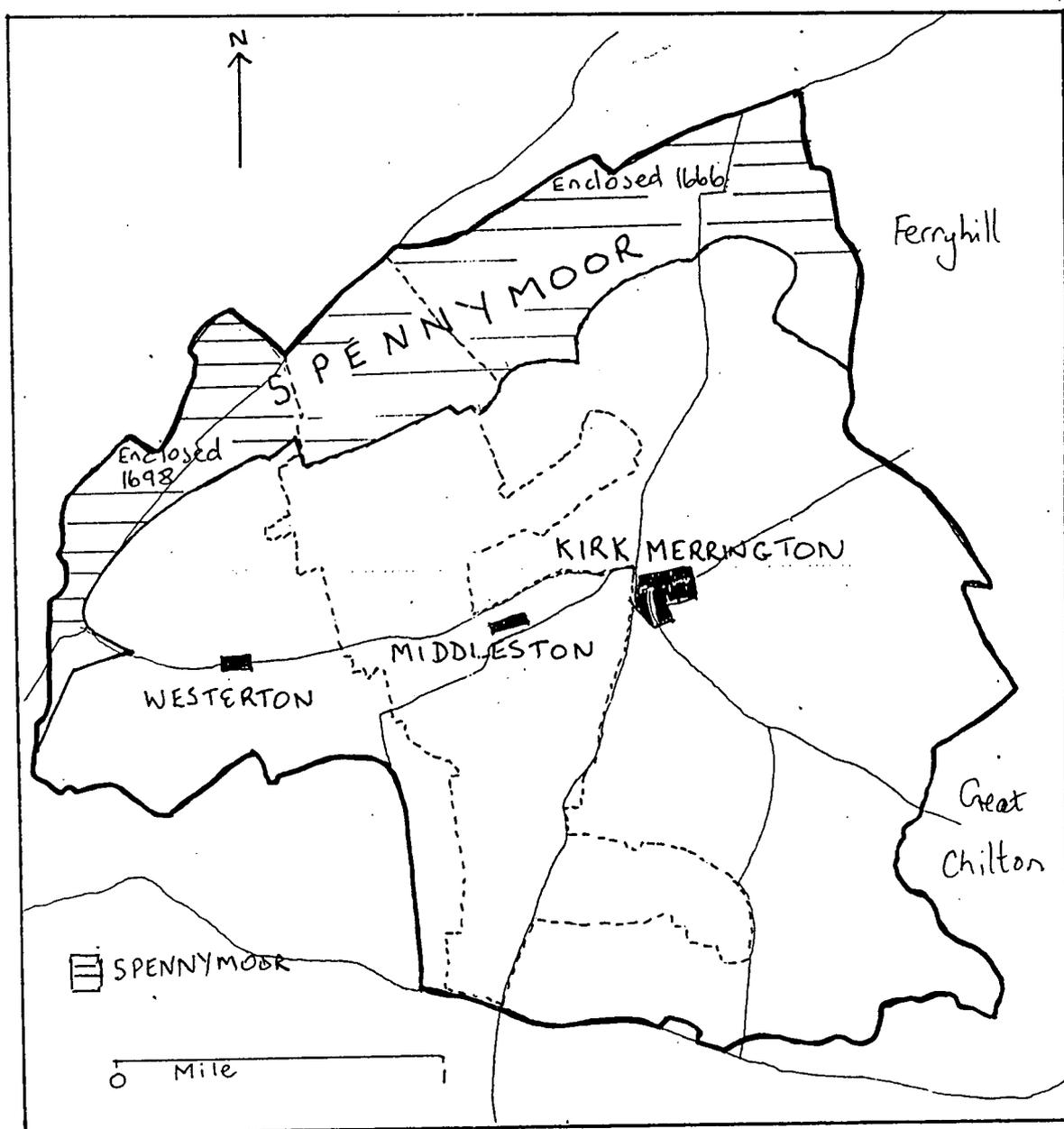


Figure 3.2 The enclosure of Spennymoor in Kirk Merrington, Middlestone and Westerton, 1666-98.

the six tenants of the Dean and Chapter and the Dean gave his consent.¹⁰⁸ From 1540-1650 Westerton was leased in its original four farms. There was a short period of division and redistribution in the second half of the seventeenth century after which Westerton landscape remained very stable. The first farm was divided at the time of tenants' purchase of farms during the Interregnum when Ralph Liddell sold half his farm to Robert Shaw.¹⁰⁹ A further one was divided immediately after the Restoration when John Lax sold three-quarters of his farm to three buyers. Regrouping occurred quite quickly as by 1698, one whole farm, one half and one quarter, and the nineteen acres of freehold land, were being farmed by the Shaw family who also farmed two farms in Ferryhill. By 1717 the Morton family farmed one whole and one half farm.

Spennymoor served as common pasture for the tenants of Kirk Merrington, Middlestone and Westerton until the mid-seventeenth century. They shared about 600 acres. Unlike Westerton, no details survive of the enclosure of Middlestone Moor. No reference is made to the enclosure in the 1773 map, contrary to the Westerton map where the outline of the moor was drawn on with the explanation that it was enclosed in 1698. Figure 3.2 shows the outline of the Westerton moor accurately, and the Kirk Merrington outline, reconstructed from the written enclosure details of 1666, and the Middlestone one estimated from the names incorporating 'moor' in the 1773 survey. Thus Middlestone moor could be slightly greater or smaller than described.¹¹⁰

Much of the new cultivated area after enclosure was on Spennymoor. All this was enclosed in the second half of the seventeenth century and a much more flexible use developed. It also led to much more flexibility as some of the arable fields were converted into pasture. This according to Thirsk was the most important factor in increasing agricultural production in this period so the performance of the Dean and

¹⁰⁸ . PRO C54, 3525; DCD Reg. 20 ff.519-20, Survey and plan 13670,13671. The sixth tenant farmed only 4 acres.

¹⁰⁹ . C54 3637.

¹¹⁰ . PRO C54 3513, 3514, 3530, 3670; CC DCD SVT/VA6, 13641. A note in the Middlestone survey, refers to the surveyor of the townships of Middlestone and Westerton but it does not indicate whether open field or moor enclosure was in question.

Chapter to this time was innovative and in line with progress elsewhere. Kerridge argued that the real agricultural progress took place by the mid-seventeenth century. The progress of enclosure in Merrington and the resultant use of convertible husbandry offers some support to his theory.¹¹¹

The main Hett enclosure took place in 1668. It involved the open fields and meadows. The enclosure was at the request of the freeholders and leaseholders of Hett who found that their divided and intermixed lands hindered improvement. Hett enclosure was registered in Chancery so the likelihood is there was a dispute about it leading to a Chancery decision. Dean Sudbury eventually gave his consent. The pasture on Spennymoor was not included in the Chancery decree. No documentation survives to indicate when it was enclosed. The enclosure of the West field had little effect on the leasehold land as it was all freehold apart from two acres. A large proportion of this field, fifty-three acres, belonged to Anthony Salvin of Croxdale. The East field was a mixture of free and leasehold land: 89 acres of freehold land and 126 acres of leasehold land were enclosed and shared amongst the existing tenants. Tenants were responsible for providing fences, hedges and gates and for protecting water courses.

By the time of the enclosure, one farm had been divided into three (in 1592 and 1660) and one quarter of one farm was not leased from 1660-1723; when the omission was discovered and it was added to another unit. A further farm was divided into two in 1660.

There is evidence that disputes continued in Hett after the enclosure. Nicholas Wood of Hett petitioned the manorial court in 1676 claiming that the close which he had received from the enclosure was not equivalent to the two-fifths of a farm which he had held before enclosure. The court dismissed his claim, finding that the close was as

¹¹¹. Thirsk, *England's Agricultural Regions*, 60-1. Kerridge, *Agricultural Revolution*, 330.

good as the two-fifths that he previously held and instructed him to continue paying the same rent.¹¹²

The fixed rental income from the forty-eight farms, totally some 5480 acres, amounted to £166.40 per annum or 7d. per acre, from 1660-1840. From 1660 records were kept in the Dean and Chapter renewals books of all fines paid by Chapter tenants. The fine paid at renewal after seven years was one years real value of each farm, with the addition of taxes and less the fixed rent.

In the first decade after the Restoration £5130 was collected in fines but figure 3.3 shows that this was more than twice as high as the average for the next two decades because the properties were being let on new twenty-one-year leases not being renewed. The actual rent per acre per annum received by the landlord amounted to £513 in fines and £166.4 in fixed rents divided by 5480 acres which was £0.12 (2.4sh.) In this decade the actual return for the landlord from his land was similar to the average national rent received per acre for the 1690s.¹¹³ A clearer view of fines in the second half of the seventeenth century emerges from the total for the last three decades which was £6857. In the thirty years each tenant should have renewed his or her lease four times so if the £6857 is divided by four an estimate of £1714 for the annual value of the 5480 acres of the study area is reached. This amounts to a rental value of about £0.30p per acre in the last thirty years of the seventeenth century. However, the landlord's received total return for the thirty years from 1671-1700 averaged £394.96 per annum which amounted to £0.07 per acre or 1.44s per acre which was about half the suggested national average rent level for the 1690s of 2.8s. recently calculated by Becket, Turner and Afton.¹¹⁴

¹¹² . CC DCD MAN/4/39.

¹¹³ . Turner, *Rent*, 309.

¹¹⁴ . Turner, *Rent*, 309.

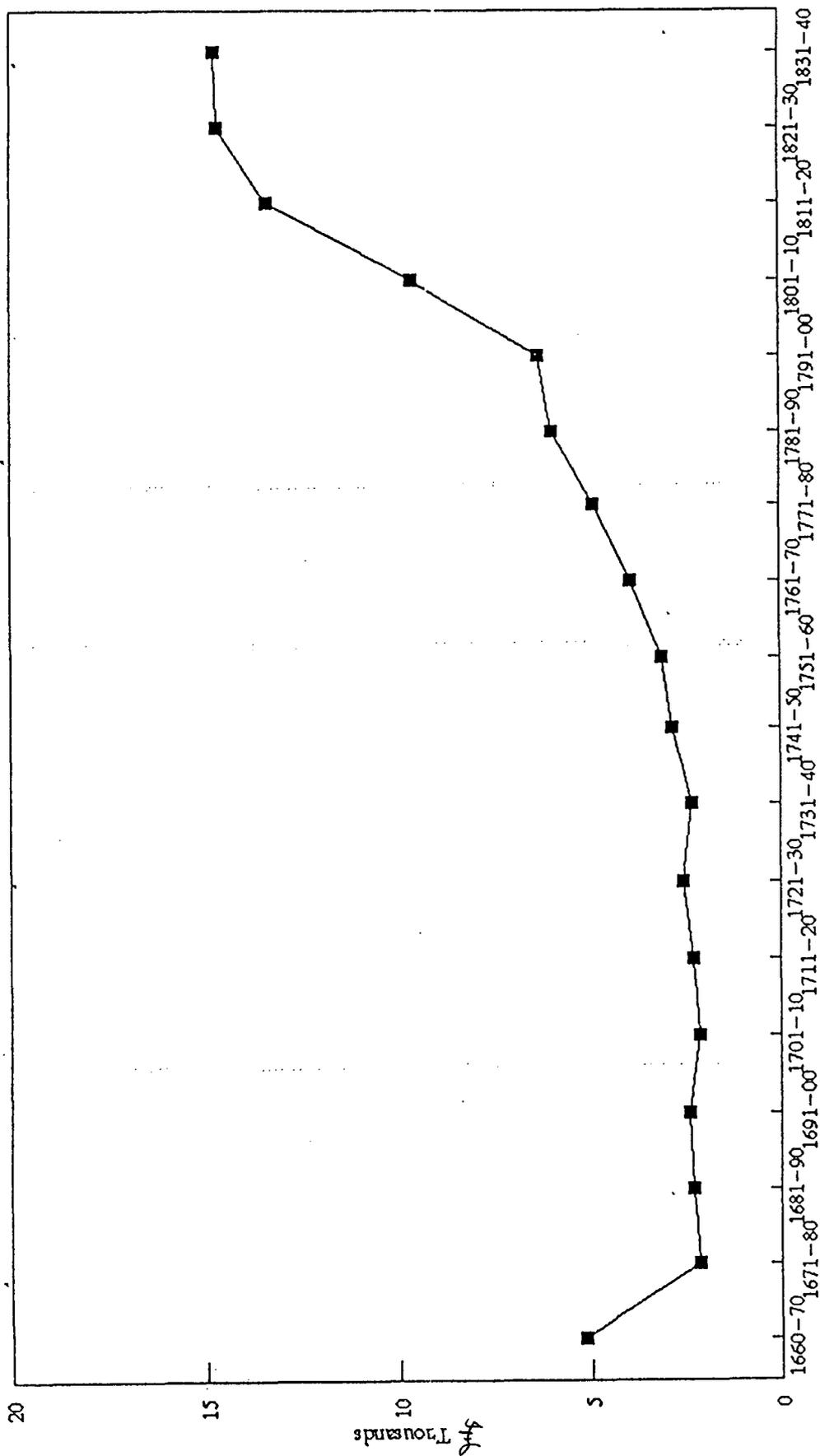


Figure 3.3 The level of fines by decade in Merrington, 1660-1840.

There is not a great deal of evidence to indicate whether land values increased as a result of enclosure but two pieces of surviving evidence suggest that they did. In 1660 at the Restoration, the level of fines from the enclosed township of Ferryhill were proportionally higher than those of Kirk Merrington which was not enclosed until 1666. When allocating improved rents in Merrington in the late 1660s, the Chapter did not increase the rent of the two closes divided in 1621 because the closes would not stand an improved rent as they had not benefited from the recent division.¹¹⁵ In Ferryhill and Kirk Merrington considerable amounts of moorland were brought into arable cultivation after enclosure, while old arable fields were used for meadow and pasture. The fines in general cannot be used to test the profitability of enclosure because they were not recorded before 1660 and after 1660 they remained at a fairly constant level until 1740, reflecting rental levels. The average value of the fifty-three surviving probate inventories from 1660-1706 increased slightly when compared with those of the period 1600-50 from £189 to £200. The second half of the seventeenth century was a period of stable prices but the sample may not be big enough for the rise to be significant. From 1660-99, nineteen out of the forty-three surviving inventories of tenants had valuations in them but again there was no indication of the basis for valuation. In a period of stable rental values, the valuations for two whole farms, one in Kirk Merrington and one in Ferryhill, varied from £300 to £25 when in both cases there were sixteen years left in the leases. The average level of the valuations was £137.50. The social effects of enclosure were mitigated as most of the tenants were substantial, and in the documented enclosures all the tenants survived with a new allocation.

Security of tenure and agricultural progress did not make Durham tenants immune to the national depression of the late 1680s and 1690s. Gregory King in 1695 estimated that in the country as a whole, half the population needed financial support at some time. In the late seventeenth century there was much evidence of hardship among Merrington tenants. This manifested itself in a number of ways: tenants' holdings

¹¹⁵ DCD First Renewals Book 1669 f. 412.

continued to be divided, there were more arrears of rent, farms changed hands more frequently and there were more mortgages.¹¹⁶ The audit books for the 1690s show many tenants were to be sued for arrears of rent including Ralph Rawling from Kirk Merrington. A list of arrears for 1691 included John Woodifield, £4 for Great Chilton. By 1696 arrears amounted to £140.16.06 1/2, including John Howe £1 for his colliery in Ferryhill and William Parkin £1.11.06 for his tenement in Westerton.¹¹⁷ Edward Hughes stated that in the late seventeenth century many tenants were in arrears with their rents and quoted Sudbury's Durham agent, William Wilson, who died in 1690, saying that he had sued two of Chapter tenants and could sue them all but there would be a danger of breaking them for 'there were never so many broke in this county in the memory of man.'¹¹⁸ One of the tenants sued by Wilson was Robert Lax of Kirk Merrington. Laxe had had problems regaining his farm from Alured and Sykes after the Civil War, probably because he could not afford to pay off their interest. In 1676, a note in the Chapter receiver's book stated that Laxe was to be allowed six months to pay off his arrears. Laxe evidently failed as from 1678 his farm was leased to William Wilson for the benefit of the Dean.¹¹⁹

Merrington tenants continued to enjoy security of tenure throughout this period and enclosure of the study area was completed and the Chapter supported their tenants' investment by fine allowances. However, there was some change in the nature of tenants' farms as significant numbers were divided for the first time and mortgages became more common. It is not possible to be precise about the causes of these changes but the cost of war certainly caused hardship for some tenants and the cost of enclosure may have caused further problems. The effects of the Civil war in land division, tenancy changes, mortgaging property vastly accelerated trends and changes which were scarcely discernible before the Civil War but which continued to develop

¹¹⁶. DCD LP, Box 8 1669.

¹¹⁷. DCD LP, Box 8.

¹¹⁸. E Hughes, *North Country Life in the Eighteenth Century*, (1952) 4

¹¹⁹. DCD RB 41, 56, 58-9.

dramatically afterwards. Hughes found that scores of ancient families were lost in County Durham as a whole from 1660-1750. He attributed this to mortgages, military occupation, sequestrations and confiscations resulting from the Civil War.¹²⁰

Section D. Towards rentier status: increasing sub-tenancy begins to distance the Dean and Chapter from the cultivators of the land.

The most significant development of this period was that the Chapter began to be distanced from the farmers of their land because of the growth of sub-tenancy, a trend which increased in the eighteenth century. The sub-tenancing of land developed rapidly in Merrington after 1660, both to accommodate members of the family and for new reasons. Sub-tenancy was thus not planned by the Chapter to simplify their estate management as suggested by Christopher Clay but rather it developed piecemeal on an ever-increasing scale after 1660 with the changing economic circumstances of the tenants. The continuation of sub-tenancing within the family is illustrated by John Steele's will of 1680, which left a coat house and garth to his second son, Ralph. It was renewed in the main lease so such sub-tenancies within the family are very difficult to identify and quantify. The effect of sub-tenancy on the size of holdings is not generally discernible from the evidence until the very end of the study period. Before the nineteenth century, even where the number of sub-tenants is specified the amount of land each one had is not usually specified. The land tax returns usually show only one occupier for each farm lease but it is possible that some sub-tenants sublet in turn. It was not until 1840 that the tithe returns (apart from the one for Ferryhill) indicated precisely which land was sublet and showed the size of all farming units.¹²¹

¹²⁰ . Hughes, *North Country*, 5.

¹²¹ . Clay, 'Landlords' 156. DP, John Steele 1680.

The new reasons for sub-tenancy after 1660 arose with the diversification of the English economy and resulting increase of opportunities for work outside agriculture which meant heirs moved away from Merrington and had other interests. Many chose not to return on inheritance but preferred to sublet their legacy. For the period from 1660-1706, forty-two tenants' inventories survive. Using this sample, judging by the amounts of land and small numbers of animals referred to in the inventories, ten were clearly sub-tenanted, and a further ten were part in-hand and part sub-tenanted. Many of the last ten appear to have been partially sublet within the family. For example, Robert Hixon, in his will of 1680, stated that two-thirds of his Ferryhill farm had been sublet to his son's widow for life. The tenants of eight of the sublet farms lived outside the study area in Raby, Sedgefield, Durham City, Sunderland and Houghton le Side and had been left the farms. Two tenants who sublet did live in the study area: the first to sublet and still live within the area was a widow, Esther Carr, in 1675. Two other widows, who left inventories at the end of the seventeenth century, still had their farms in-hand. John Dunn of Ferryhill, who died in 1690, was the first male tenant of the sample, living in the township, to wholly sublet. He still described himself as a yeoman and left an inventory worth £100 but only profits of his half farm in Ferryhill were specified in the inventory no stock or produce.¹²²

There is very little surviving evidence on who the sub-tenants were. Most of the time there are no clues or just the mention of a name in a lease or sale document. Just occasionally much more information is available. Impressionistic evidence suggests that most sub-tenants, initially at least were members of the same family as the tenant and only rented part of a farm or parts of a number of farms especially in Kirk Merrington where the holdings were scattered. However, there were also some large scale prosperous sub-tenants by the end of the seventeenth century. One such was Peter Norman, a yeoman of Kirk Merrington for whom a will and inventory survive from 1697. Peter Norman, from the description of his lands in his will and the debts he owed

¹²². DP, Esther Carr 1675, Mary Willy 1687, Mary Wood 1689, John Dunn 1690.

to his landlord in his inventory, was a sub-tenant of all or part of three farms: one mainly in the east of Kirk Merrington (KM14) and the other adjoining it in the west of Ferryhill (FH5), the third was south of the village in Kirk Merrington (KM1), mainly occupying the old south field. The tenant of the Ferryhill farm, Robert Dunn, lived in Sedgefield and Giles Raine, tenant of one Kirk Merrington farms lived in Houghall. The third tenant, Richard Hobson lived in Durham. Peter Norman left an inventory worth £390.75 in 1697 which was reduced by £90.75 for debts which included rent to Giles Raine of £17.5, to Richard Hobson of £21 and to Robert Dunn of £25. Norman's inventory which was drawn up in March 1697 showed that he had 15 acres of wheat, 18 acres of barley and 36 acres of oats, together with wheat, rye and oats in two barns. He also had 9 horses, 11 oxen including 2 calves, 36 cows, 172 sheep, 6 pigs. His plough and wain gear was valued at £17 and he also had woollen and linen wheels. Unfortunately, inventories do not survive after 1706 for Merrington.

Thus by 1700, the Chapter had recovered from the mid-century disruption, their administration had been restored and in the main further improved. Some of their tenants had suffered long-term problems as a result of War and Restoration. The Chapter became in some ways a more distant landlord after the Restoration. The 1626 compromise meant that the Chapter recognised that descent of farms was controlled by the tenants, thus protecting the interests of weaker tenants was no longer the concern of the Chapter. The nature of the tenants was beginning to change leading to an increase of sub-tenancy which distanced the Chapter from the cultivators of the land.



Plate 1. Site of Kirk Merrington mill pond.



Plate 2. Kirk Merrington mill sluice.



Plate 3. Kirk Merrington main street, looking west.



Plate 4. Shellom main street, looking south.



Plate 5. Middle of Kirk Merrington South Field, looking north.



Plate 6. Middle of Kirk Merrington South Field, looking south.



Plate 7. Aerial view of the Fox and Hounds, Kirk Merrington, showing the west room in Middlestone.



Plate 8. The Fox and Hounds from the north.



Plate 9. Leasingthorn Farm, Middlestone.



Plate 10. Outline of Hett mill race.



Plate 11. Hett village green, looking north.



Plate 12. Hett village green, looking south.



Plate 13. Ferrylough, looking north.



Plate 14. Ferrylough, looking south.



Plate 15. High Hill House Farm, Ferryhill.



Plate 16. Blue House Farm, Kirk Merrington.

CHAPTER FOUR. PROFESSIONALIZATION OF ESTATE MANAGEMENT, 1700-75.

In this chapter the question of whether the Chapter was aware of, and responsive to, opportunities for change, both in estate management techniques and in farming practices is considered. The availability of career estate officials, for example, lawyers, surveyors and land agents increased dramatically as the eighteenth century progressed, as did opportunities for increasing agricultural productivity in response to the demands of the rapidly rising population. Secular landlords improved their administration and knowledge of their estates in an attempt to maximise rental income. The Chapter's attitude to these developments is considered in this chapter, together with the question of whether there were serious problems with tenants, as suggested by Spearman in 1729.¹ Did the system of beneficial leasehold prevent the landlord from making a greater return on his land as prices rose or did the achievements of Durham Chapter keep pace with other landlords to 1775?

Section A. The employment of professional officers for estate management.

Professionalisation of estate management was the main feature of this period on the Chapter estate, as it was on many secular estates, as the benefits of more complex and efficient management structure was slowly recognised. The major innovation was that Chapter officials were supplemented by the appointment of professional officers, for example, estate surveyors. Wordie reported similar improvements on the Leveson-Gower estates from 1718 largely as a result of the work of Sir William Leveson-

¹ Spearman, *Enquiry*, 117.

Gower's estate agent, George Plaxton. Turner reported a general increase in efficiency in recording of estates from 1720.² The greater length of advisory books for estate stewards, for example *The Complete Steward* by John Mordaunt of 1761 amounting to 900 pages which replaced an earlier version by Edward Laurence of 1727 with 212 pages, reflected the more complex nature of estate management.³ Hughes referred to the keen and lucrative law school in Durham in the early eighteenth century with lawyers like Spearman, Mowbray, Rudd, Gowland, Fawcett who profited from disputes over coal, wayleaves, copyholds and enclosure and from the steady agglomeration of new landed estates which involved searching for titles and conveyancing.⁴ On the Cathedral estate the main use of the new professional workforce was to produce accurate surveys and valuations of land so that the fines paid by Chapter tenants represented a more realistic return from their lands.

The Chapter began by increasing the efficiency of existing administrative areas, for example, registration of leases. This was very successful and virtually all Merrington leases were recorded by 1720.⁵ In 1714 all tenants who held cottages were instructed to ensure they were leased. Following this warning, a cottage in Kirk Merrington was leased for the first time since 1660 to Peter and Margaret Wood. It was described as George Thompson's cottage and part of the farm, formerly Duckett's, which was divided after 1660. Whether Thompson refused a lease is not recorded.⁶ The Chapter

² Becket, *Aristocracy*, 136. Wordie, *Leveson Gower* 27. M.Turner, Agricultural History Conference, April 1992.

³ Becket, *Aristocracy*, 141n. M.Overton and B.M.S.Campbell (eds.) *Land, Labour and Livestock*, (1991) 26.

⁴ Hughes, *North Country*, 77-9.

⁵ From DCD Reg. 25.

⁶ DCD Reg. 24, f.72.

Acts do not record who was responsible for the decision to tighten up on administrative procedures as the acts recorded only the decision not the discussion; so whether the prime mover was dean, receiver, or registrar is not apparent. However, the Dean was John Montague who had been in office since 1700 and was to remain until 1728. He had been a prebendary at Durham since 1683, so he was hardly a new broom! Posthumous Smith was registrar from 1705-25.

The main reason for the efficiency drive was to ensure that the Chapter gained up-to-date information about ownership and division of their farms and other properties to ensure that all were leased and paid rent and fines. To this end the renewals book, was reviewed in 1734 by William Pye, the registrar, and his assistant, Mr. Proud.⁷ The receivers book for 1734 was altered to group all the properties of each tenant together. This enabled the registrar's office to attempt to match the properties in the two books, but the task was very difficult as thirty years had elapsed since Dr. Rowell's death, and many leases had been split in half and many new ones called 'Improvements' had been let. None of the new leases had any places assigned them in the renewals book so the pages had become very crowded. The registrar checked if any leases were still omitted by going through contracts and leases let since the Restoration and inserted any which had been missed. The registrar concluded that this was only possible from the contracts because the register books and the counterparts were defective showing only two-thirds of the whole number of leases that had been let by the Chapter since the Restoration.⁸ Therefore, a new transcript was made of all contracts made 1660-1734; they were listed

⁷ . CA, 8 November 1735.

⁸ . CC DCD 235424.f.235.

by first letter and by township so that all the renewals relating to one township each year and all the renewals for each township since 1660 could be seen. The list was made by Mr. Proud: 6,500 contracts were copied out including over 700 from Merrington. The renewals book was cross-referenced to the registers, to the contract lists in the first renewals book or Old Treasurer's book, and to the receivers' books where the rent paid was recorded. From the review, a few leases were discovered which had never paid rent and never been entered into the receiver's book; some which were expired and others still subsisting and lands which had never been leased which were not freehold nor prebendal lands. The second renewals book contains notes about Merrington for example, a note of about 1740 indicating that within Kirk Merrington, Robert Wood and Martin White had small parts of John Dodshon's and William Wood's farms respectively which should be leased before they became freeholds.⁹ In 1755 Vever Piece in Kirk Merrington was put in lease for the first time in a lease to Robert Rutledge's mortgagee, Hugh Greenwell.¹⁰ A view of George Liddell's farm in Middlestone discovered in 1738 that thirteen acres of the farm lay in Kirk Merrington and when anyone from the Chapter viewed the farm these acres were not shown to them. The scale of these omissions should not be exaggerated. No more than fifty acres out of the 6000 acres of the study area were involved. Record innovation continued into the nineteenth century. Mr. Bowlby, the registrar, was responsible for making a new series of larger renewals books called the notitia books for which he was paid £100 at the audit in 1797 with a further £50 in the following year.¹¹

⁹ . CC DCD 235424 f.237.

¹⁰ . DCD Reg. 39 f.93.

¹¹ . DCD CA 20 November 1797.

The main business of the Cathedral estate administration remained to protect their income by managing tenants, ensuring that land was looked after and rents and fines paid at the appropriate times. The Chapter experienced difficulty in persuading a few of its tenants to renew their leases after seven years had expired so in 1722 they ruled that in future if a tenant of a twenty-one-year lease waited fourteen years to renew or a tenant of a forty-year lease waited twenty-eight years to renew then they were to pay double renewal fees to the Chapter and registrar. Where the leases had totally expired tenants were charged treble fees to renew. In 1721 the Chapter admitted that for some time they had not been enforcing the requirement that tenants should have licences before selling their leases so they were not aware of sales of part of or even whole farms. From 13 July 1721 Chapter decreed that all tenants had to have licences to alienate for which they paid 16s.8d. There was still a delay in copying these licences into the registers, but from 1732 a section appeared in all registers specifically for licences to alienate. There were no licences to alienate listed for Merrington from 1675-1720 but from 1721-1749, seventeen such licences were recorded in the Chapter registers.¹² The licence to alienate thus was a means of registering tenant land transactions, it was not intended to control them. Similar references continue to the collection of arrears. Mr. Hopper was appointed in 1747 to aid Dr. Johnson, the receiver in the collection of arrears. Sureties were dropped from leases by September 1768.

¹². CA 17 February 1722. Even in DCD Reg. 27 1728-1731, no licences to alienate were recorded. Register 28 began the new system with 31 Licences to alienate beginning from November 1731 recorded in a separate section of the Register. See DCD Registers 18-34.

To administer the Cathedral estate, the Chapter recognised that they needed a greater variety of officials who became more specialised and professional during the eighteenth century. In 1660, the main officials had been involved in rent collection. Within Merrington John Woodifield, tenant of two farms in Kirk Merrington, was appointed bailiff for the manor of Merrington and paid £1.33 for collecting rents in the manor of Merrington.¹³ The practice of appointing one of the tenants as bailiff continued into the eighteenth century. If rents were not paid on time they were collected by the riding bailiff, the tenants had to pay the costs of his journey and for a distress if he were forced to take one to gain the rent. The job of registrar was carried out more effectively in the eighteenth century. His main responsibilities were calculating and then negotiating fines with tenants. The Chapter meeting of 18 October 1725 admitted that the job of registrar had not always been honestly fulfilled and proposed regulations 'to prevent any future neglects, abuses and corruptions in the Register's Office'. The registrar was to attend all Chapter meetings but not to join in discussions without permission from the Chapter; to receive only his approved fees, to send all tenants who wished to renew to the Chapter and not to accept bribes from them. He was to ensure that all counterpart leases were signed with bonds at the office or before the treasurer and he was not to take leases out to the tenants to be signed without the Chapter's permission. The register was to keep a record of all the Chapter's books and to ensure that they stayed in the registry. By the time William Pye died (3 January 1753) and Peter Bowlby replaced him as registrar the Chapter was meeting weekly. Seven or eight prebendaries and Bowlby attended each meeting. Bowlby was a lawyer as were many estate stewards at this time. Estate management was becoming increasingly complex and the

¹³ DCD Reg. 16, f.498.

Chapter needed specialist officials to enact most functions.¹⁴ The Chapter continued to make policy decisions for the estate, for example about letting colliery leases. These were made at Grand Chapters which were held three times per year: 20 July, 28 September and 20 November.¹⁵

The biggest innovation in estate management in the eighteenth century was the introduction of professional surveying and mapping of the Cathedral estate in the 1750s, followed by valuations of individual farms from the 1790s. The first reference to surveying in the Chapter Acts was the resolution of 15 March 1755 to award Mr. Richardson an extra 10 guineas 'for the extraordinary trouble he was at in making so complete a survey of the township of Aycliffe'. This was some two hundred years after the earliest estate maps in England and nearly seventy years after Winship surveyed and mapped Gateshead, County Durham, but in keeping with other corporate bodies like the Oxford and Cambridge colleges, who commissioned surveys from the 1770s, and the Dean and Chapter of Canterbury.¹⁶ Ferryhill was surveyed in 1765 by Ralph Richardson; Kirk Merrington in 1768; the rest of Merrington followed by 1773. Lease clauses allowing Chapter inspection of properties were more common from the 1750s. The surveys drew attention to the value of the coal under Merrington and led to a new clause in all farm leases extending the Chapter's mineral rights. All woods, underwoods, trees, minerals, seams of clay and rights to mine and quarry were reserved to the Chapter, together with access including the construction of wagonways.¹⁷

¹⁴ Only one reference survives in the Chapter Acts to there being too few prebendaries present for business on 28 September 1773.

¹⁵ DCD CA., 27 September 1794.

¹⁶ Hughes, *North Country*, 116. Heaton, 'Canterbury', 79. A.S. Bendall, 'The Mapping of Rural Estates 1600-1836'. Cambridge University Ph.D Thesis (1986) 26.

¹⁷ DCD Reg. 60, f. 275.

Church landlords have been accused of neglecting wood supplies. This was not true of Durham Chapter before the eighteenth century but problems arose in this period. Hill commented on the careless destruction of timber and Heal found such practices in the Bishopric of Winchester.¹⁸ Management of the woods was a constant feature of Durham Chapter administration from 1541-1840, but the use of wood underwent considerable change in the eighteenth and nineteenth centuries. The Dean and Chapter had a statutory duty to preserve and replace woodland both within the woods of Hett, Muggleswick, Rainton, Aycliffe, Hayning and Bearpark and on their tenants' farms. The woods were intended to make the Dean and Chapter and their tenants self-sufficient in wood for building and repairs. The Dean and Chapter were forbidden to sell timber to third parties by their statutes, in which wood was described as 'the principle treasure of this Church'.¹⁹ James 1 and Charles 1 reminded churchmen of their duty to preserve timber.²⁰ Durham Chapter had responded in 1631 by inserting a timber protection clause into leases, obliging all tenants to plant six oaks, six ashes and six alders each year on their farms. These trees were to be used for building repairs but tenants were not allowed to fell timber, even on their own lands, without permission. In 1696 John Adamson of Hett was allowed wood at Hett for a home; in 1712 the miller of Hett was allowed wood for a rigging tree and some spurs. Quarries and mines also had grants of timber for props and huts. Any offenders were fined; for example, in 1753 Mr. Shield's tenant in Ferryhill was fined 7s.6d. for cutting a tree on his farm.²¹

Immediately after the Restoration when the Chapter needed wood to repair the

¹⁸ Hill, *Economic Problems*, 11. Heal, 'Archbishop Laud Revisited', 146.

¹⁹ SS 143, 95.

²⁰ James 1, Letter in DCD Reg. 7, f.29; CA, 20 July 1636.

²¹ DCD CA 7 April 1753.

Cathedral they nominated areas in Rainton, Aycliffe and Hayning woods for springing timber for the benefit of posterity.²² Wood continued to be allowed for repair of churches, the deanery and prebendaries' houses and for repair of property on the corps land. The Nine Altars Chapel of the Cathedral was used as a timber store.²³ Each wood was the responsibility of a surveyor or bailiff who granted the timber. In 1695 the Chapter resolved that repair of the new bridge was using too much timber and they would use stone arches. There are many references in the Chapter Acts to thieves from Chapter woods being fined: from Hett 1695 and Muggleswick in 1697, 1719 and 1738; and many of the resolutions between 1725-41 concern tightening security in woods.²⁴ Woods were ditched or fenced according to the instructions in the statutes, to prevent damage by wild animals: in 1769 Caleb Jopling was allowed 20s. during pleasure beginning the next May to hedge the young spring at Hett. In 1777 2,000 young oaks were bought and planted at Muggleswick and haws were sown to raise quicks for woodland hedges.

However, while still managing and regulating their woods for building and repairs, the Chapter in the eighteenth century gradually realised their commercial value. Despite the fact that selling timber was forbidden by the statutes, the process of sale to the highest bidder began. Money raised from the sale of wood was invested. In 1705, £600 of Wood Fund money was lent to Mr. Davidson at £5.10s. per cent on his bond. By the mid-eighteenth century, the Chapter were more concerned with the commercial value of their woods than with the importance of wood for repair but the proceeds were

²² DCD CA, 6 November 1660.

²³ DCD LP, Box 26, 20 November 1695; CA 29 February 1734.

²⁴ CA 23 October 1738.

still used for the benefit of the estate. By the 1770s when Thomas Gibbon was the woodman, the Wood Fund had been used to purchase farms and £1,500 was raised on mortgage to pay Thomas Gibbon for his surveys and valuations of the Chapter estate. When the Chapter needed major expenditure it sold wood, for example, £2,000 from Muggleswick to rebuild Prebends Bridge in 1772. For minor expenditure decayed trees were sold, for example to pay for fencing Muggleswick wood in 1776. The wood fund provided the Chapter with a ready source of income as long as the market for wood lasted.

Thus throughout the eighteenth century the Chapter concentrated on more specialist administration and management of their existing estate so that they had a much better idea of the extent and value of their land. They made no attempt to alter the tenurial system or impose greater landlord control over farming practice.

Section B. The broader horizons of the beneficial leaseholders

Spearman, a Durham lawyer, wrote in 1729 that greedy rich men were grabbing church leases at the expense of traditional tenants. This was a fashionable criticism of the Anglican Church at a time when Parliament was also discussing clerical privilege and abuse. This is not in the main born out by evidence from Merrington but there were isolated incidents as there had been since 1541. For example, Sir John Sudbury, nephew of Dean Sudbury, had one farm in Kirk Merrington which he had inherited from his uncle after the tenant, Robert Laxe got into financial difficulties. This was part of a much larger holding on Durham cathedral estate: Sudbury's total rent roll in 1687 was nearly £500 per annum from Dean and Chapter properties and nearly £2500 from

the Palatinate as a whole despite the fact that he lived in Essex.²⁵ From Merrington no evidence of any tenants' protests survives from the 1720s and certainly no evidence of evictions to grant land to rich tenants. The most striking changes by the late eighteenth century were in the status of tenants, the greater geographical mobility and wider economic base of tenants which increased the level of sub-tenancy and made some tenants remote from their lands..

For the most part tenants' holdings were not vulnerable to predators, they were inherited or sold at the will of the tenant. The decline of the yeoman in Merrington had nothing to do with a change in tenure as suggested by Allen. The tenure remained beneficial leasehold.

Signs of gradual change in tenants' status in Merrington were apparent from the early eighteenth century. Husbandmen had disappeared, yeomen only accounted for thirty-six per cent of tenants, and gentlemen had increased to twenty-three per cent, together with esquires to six per cent. The increases in status of tenants in the eighteenth century were often within the existing tenants' families. Thus it was status inflation, as described by Chris Brooks, writing about the early seventeenth century. Brooks remarked that it was likely that as many as a fifth of 'gent' recruits were in fact the offspring of well-to-do townsmen, including professional men such as attorneys and surgeons, rather than landed gentlemen.²⁶ Brooks continued to a large extent the sons of gents took the place of small farmers or yeomen and husbandmen. In Merrington, most of the increase in 'gentleman' as a description came from tenants' families inflating their status. For example, when the son of a yeoman inherited in the early eighteenth century he was increasingly described as a gentleman even if his landholding remained

²⁵ Spearman, *Enquiry*, 117-8. Clark, *Society*, 303. Hughes, *North Country*, 307. Sudbury's farm in Merrington had been gained as a result of the existing tenant getting into financial difficulties in the aftermath of the Civil War as discussed in chapter three.

²⁶ Allen R., *Enclosure and the Yeoman: The Agricultural Development of the South Midlands 1450-1850*. C Brooks 'Apprenticeship, Social Mobility and the Middling Sort, 1550-1800' in J. Barry and C. Brooks (ed) *The Middling Sort of People*, (1994) 61.

the same. Twenty-five per cent of leases were to family members: nearly ten per cent to widows and more than six per cent to wives. Leases to clerics accounted for two and a half per cent and just over three per cent of tenants, twenty-three, were tradesmen or shopkeepers.

The number of women as a proportion of all tenants reached a peak in the mid-eighteenth century. The total number of tenants recorded in grants of leases from 1541-1840 was 3121 of these 473 were women, some fifteen per cent of the total. From 1660-1840, 423, some sixteen per cent, out of the 2651 tenants were women. The percentage of women tenants as a proportion of all tenants varied from ten per cent between 1660-99, to a peak of nearly twenty-two per cent from 1700-49, after which it declined to sixteen per cent from 1750-99 and to nearly thirteen per cent from 1800-40.²⁷ During the 180 years after the Restoration, twenty widows were in joint leases with their sons; seventy-four wives were in joint leases with their husbands and thirty-five mothers and daughters were in partnership in leases, frequently daughters, husbands and even creditors joined in the leases. Where a wife held a joint lease with her husband, the farm was often inherited from her family. The increased professionalisation of estate management was mirrored by the tenants in their choice of executors. The will which appointed a friend to look after the interests of his wife and daughters had an inventory worth £637.45 in 1709 and began a small but significant trend of appointing professional friends as executors where there was a sizeable estate to administer.²⁸ Widows were still appointed executrix but this was a declining trend by the mid-eighteenth century. In 1541 one hundred per cent of widows had been appointed executrix by 1840 only one-third were so appointed with the decline beginning from the mid-eighteenth century as shown in table 4.1. It is possible that the professional appointments reflected the increasingly complicated nature of farm management with the development of industrial projects which tenants felt needed

²⁷ . DCD Reg, 14 - 66; Counterpart Leases, 1790-1840. Renewals Books.

²⁸ . DP, William Shaw 1709.

professional advice. Alternatively, it could be a reflection of the late eighteenth century and nineteenth century custom of the middling sort to regard their women as decorative beings who were not expected to work.²⁹

Table 4.1. The proportion of widows appointed executrix, 1541-1840.

	Surviving widows	widows as executrix	per cent appointed executrix
1541-99	19	19	100
1600-42	23	15	65
1660-99	23	17	73
1700-49	33	20	60
1750-99	31	13	42
1800-40	20	7	35

Source: Durham Probate 1541 - 1840.

The contractual relationship between the Dean and Chapter and their immediate tenants remained the same despite the fact that many tenants no longer farmed the land directly. Tenants had beneficial leases and still claimed tenant right in their wills. These rights were recognised by the Dean and Chapter in granting leases to their tenants. James Dunn of Middlestone in 1770 left his Dean and Chapter leasehold estate in Middlestone and Westerton to his executor, James Dunn of Chilton, asking the executor to provide for his widow and family. The duties of the executor included paying all rents due to the Dean and Chapter for that lease and any subsequent ones and renewing the leases as often as occasion required. Out of the rents and profits the executor had to pay the charges of such renewals and then pay the residue of the rents and profits of the farms to the widow for her life. After her death the farms were to provide a yearly income for his sons and daughter for life, and after their deaths the farms were to go to his eldest son's heirs, executors, administrators and assigns for ever. There was no doubt in the will of the rights of the executor and heirs to renew for ever.³⁰

²⁹ B Hill, *Women, Work and Sexual Politics in Eighteenth Century England*, (1994) 49.

³⁰ DP, James Dunn 1770.

When a tenant sold a farm he sold his tenant right with it. The 1698 indenture of sale from Thomas Craggs tenant of a farm in Ferryhill to John Howe survives in the Cathedral Muniments. Craggs sold the farm with lands in the Woodside, Woodcarr and East Field for £552.16s with all 'Estate Right Title Interest Use Trust Terme of Years Tenant Right and Benefit of Renewal, possession property claim and Remand whatsoever of him the said Thomas Craggs'.³¹ The Dean and Chapter retained a copy of the indenture of sale but no licence to alienate was recorded.³²

There is no evidence that tenants wishing to sell their properties or part of the property applied to the Dean and Chapter first for permission. They completed the transaction first and then applied to the Dean and Chapter for a licence to alienate. For example in 1691 John Smurthwaite of Kirk Merrington sold his one twenty-fourth part of a tenement leased from the Dean and Chapter of Durham to Thomas Wood. Smurthwaite certified to the Dean and Chapter that he had sold 'all the title and interest right and claim' to Thomas Wood and he authorised Thomas Wood to take a lease in his own name or other as Wood pleased for ever.³³ A press cutting for 1750, kept in the Dean and Chapter renewal's book, advertised two farms in Kirk Merrington which were offered for sale. The two farms to be sold together or separate were advertised as on twenty-one-year leases from the Dean and Chapter of Durham: the leases having been renewed the previous year. The farms were sold by the tenants there was no reference to any Dean and Chapter involvement.³⁴

³¹ . DCD, St H 3A/1/2, 4 February 1698.

³² . Hoyle found that in the Yorkshire Dales conveyances were made by deed and had to be presented to the Manorial Court for enrolment and payment of fine before they could take affect. Hoyle, 'Lords, Tenants and Tenant Right' 39

³³ . DCD LP, Box 4.

³⁴ . Renewals book CC 235424 f.235A. The farms referred to were both let to Richard Garmondsway and his wife and to John Jackson and his wife. Both farms had descended to daughters as tenants in common.

Rights of survivorship arising from joint tenancy were also recognised by the Dean and Chapter. Joint tenants could not identify a particular share for they together owned the whole interest in the land, each and every joint tenant being wholly entitled to the whole. The major characteristic of a joint tenancy is 'the right of survivorship' by which when any joint tenant dies, the remaining joint tenants take the whole interest. This method of leaving land was very rare in Merrington wills except where land was left to trustees for a trust or let to husband and wife. John and Ann Shalter leased a half farm in Kirk Merrington from 1739-72, when after John's death, the Dean and Chapter reported Ann to have the premises by 'survivorship'. Ann sold them to Sir John Eden.³⁵ Property in joint tenancy was not left in the will as it automatically passed to the joint tenant. For example, Edward Waugh and Margaret his wife were tenants of Hett mill lease 1735. In his will of 1741, Edward left Margaret money, crops and household goods but there was no mention of the mill which was leased to her in 1742.³⁶

Tenants expected their landlord to act as arbitrator in disputes over leases or good neighbourhood indicating that the Dean and Chapter were not viewed as remote landlords by their tenants. For example Humphrey Lynn of Trimdon wrote to the Chapter after his brother's death in 1749 stating his own claim to his brother's lease of the Black Horse Inn in Ferryhill. Humphrey wrote that Thomas had promised him the inn after the death of Humphrey's second wife, Mary. However, Thomas had taken his second wife, Mary into the lease with him in 1740 and 1747. She claimed right of survivorship and the right to leave the inn to whom she wished. Humphrey petitioned the Dean and Chapter asking them not to allow Mary to insert some one else's name in

³⁵ DCD Reg. 31 f.43; CL 183/264283.

³⁶ DCD Reg. 29 f.107; 32 ff.61-2.

the lease and stating that he was taking the case to Chancery. No reply survives from the Chapter, but in 1760 the Black Horse was let to Humphrey and his son, Thomas.³⁷

The Chapter also continued to protect the legal interests of their tenants and to recognise their financial arrangements. Most cases protecting rights involved mills and were for outside the study area: tenants of Aycliffe (1691), South Shields (1710), Muggleswick (1715), Burdon (1740) were warned to grind at the lord's mill.³⁸ In the eighteenth and nineteenth centuries tenants were allowed to prosecute a third party in the Chapter's name with Chapter consent. The tenant usually had to bear the initial costs, but the Chapter frequently made some retrospective allowance. In 1730 Robert Shields of Ferryhill was given leave to prosecute John Adamson in the Dean and Chapter's name for working under and undermining his barn.³⁹

Legal support for tenant right to renew was also endorsed by the Dean and Chapter in the case of mortgages, trusts, and annuities. In renewing leases in the eighteenth and nineteenth centuries the Dean and Chapter increasingly recognised rights which could endure beyond the term of the lease. It was very common especially from 1750 for tenants to raise mortgages on the strength of Chapter leases which were seen by lenders as secure as freehold. The interest rates in surviving documents in Durham were 4.5-5% the same as for mortgages on freehold property. When properties were mortgaged the Chapter usually granted the lease to the mortgagee at the request of the mortgagor, recognising that to raise a mortgage at this period the mortgagor had to convey his land to the mortgagee with provision for reconveyance on repayment of debt. Mortgage documents reflected the tenants' security of tenure. Robert Sober of Ferryhill

³⁷ . CC DCD 235424 f.231A.

³⁸ . DCD CA. 17 October 1791; 25 November 1710; 27 August 1715; 27 September 1740.

³⁹ . DCD CA., 27 June 1730.

mortgaged his farm in Ferryhill to Robert Hilton in 1745 and gave Hilton 'all estate right, title, interest, term of years, tenant right, benefit of renewal'.⁴⁰

Most trusts recognised by the Dean and Chapter were used to protect the woman's interest in marriage settlements where she had inherited Dean and Chapter land, or to sell land following the death of the tenant. For example, when George Barkas married Francis Richardson's daughter in 1740s, Richardson's farm in Ferryhill was leased to two trustees for the wife's interest.⁴¹ A different type of trust was created by Thomas Peirson of Counden created a trust from his quarter farm in Westerton in 1715 leaving it ultimately to the vicar in trust for the poor of the parish for ever. He left 'all my estate right and title interest and benefit of renewal and power from time to time to renew' to the vicar instructing him to renew every seven years paying fine, fees and rent from the profits.⁴² Farms were also leased as security for annuities. In 1695 John Harrison certified that his only interest in lands leased to him was security for an annuity bequeathed to him by his father Thomas Harrison of £900 per annum for life issuing out of lands in Trimdon. The reversion of the lands had been given to his sister, Ann Bindley. Ann and her husband, Richard Bindley alienated the land in Kirk Merrington as security for the annuity and allowed John Harrison's name to be used on the lease as if the property belonged to him.⁴³

The nature of the Merrington tenants was changing but the changes were initiated by the tenants not the Dean and Chapter. The most dramatic changes were that fewer properties stayed in the same family in the eighteenth century than in the earlier periods, a trend which continued into the nineteenth century. Tenants increasingly came from outside the study area (See figure 4.1) and as a result sub-tenancy increased. Precise figures about the descent of properties become much harder to determine because of problems with the source material. From the eighteenth century, as many

⁴⁰ . DCD St Helen's 3A/1/2.

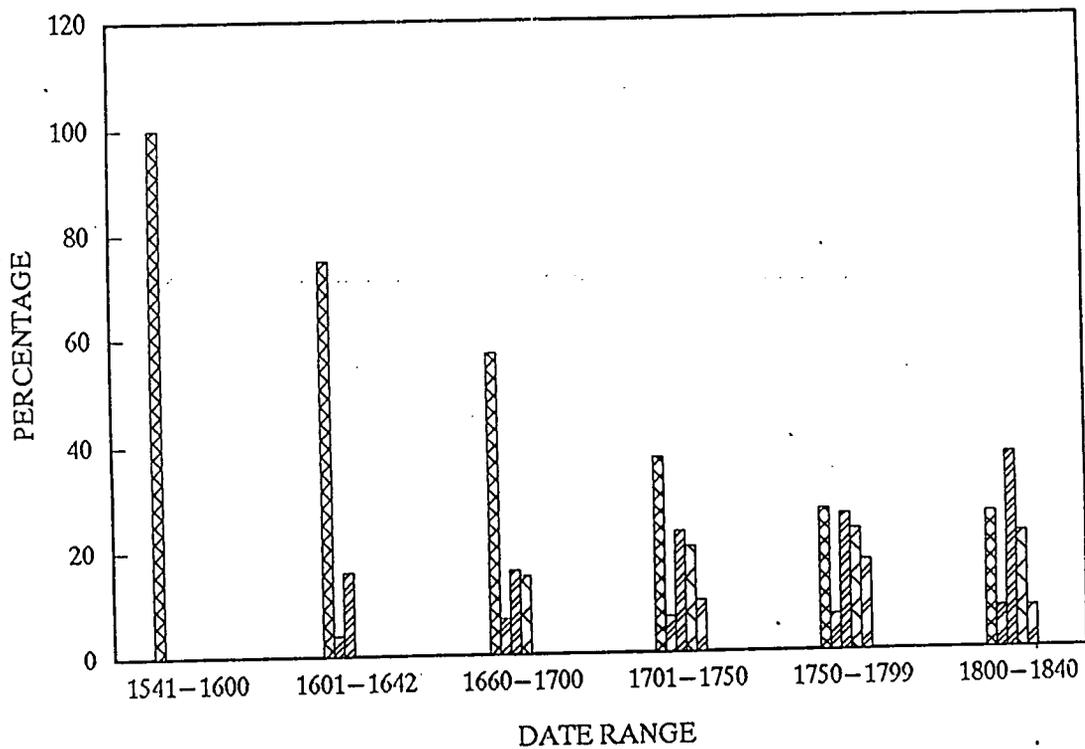
⁴¹ . DCD Reg. 33, ff. 30-31.

⁴² . DP, Thomas Peirson 1715.

⁴³ . DCD LP 5.

more properties were mortgaged, the name of the actual tenant was not recorded so tracing the descent was very difficult. It is very difficult to determine the relationship between a group of tenants to whom a property was leased as the Dean and Chapter included every one in the lease who could prove an interest. The renewal books recorded the names of tenants for each property at each renewal. Where the surname changed, there are rarely clues in the renewal books or the lease registers to indicate descent. The property may have been willed to a nephew or son-in-law, or mortgaged or sold. Only if wills survived could descent be properly traced when the surname changed. For example John Stelling's quarter farm in Middlestone which he leased from 1674-1710, was let to his son-in-law, William Maughan in 1717 and 1734 to whom Stelling had left the property in his will of 1711. Maughan then left it to his daughter who was joint tenant with her husband, William Dixon, from 1731-45.⁴⁴ Examining descent became more complex by the eighteenth century because farms were increasingly divided and sometimes regrouped. There were forty-eight farms in 1541 but these had been divided into sixty-seven parts (some only cottages with a little land) by 1700, eighty by 1790 and eighty-four by 1840. Fifty-two per cent of farms stayed in one family from 1541-1690 but only seven farms or thirteen per cent stayed in one family from 1690-1840 so far as can be assessed from the evidence. Thus four times as many farms stayed in one family from 1541-1690 as did from 1690-1840. The core families of the sixteenth and seventeenth centuries were dissipated. Local names like Woodfield, Binley, Duckett, Gray, Hickson, Heighington, Kirkhouse, Lax, Pearson and Rose which had dominated the area in the sixteenth and early seventeenth centuries no longer survived on the tenants' lists of 1750. Some old names like Willy, Wood, White, Gowland, Dunn, Trotter, Richardson, Dodshon, Key, and Ferry did survive but they were mixed with new names like Shaw, Carr, Blackburn, Whitfield, Garmondsway, Jackson, Beckwith and Farrow. Matthew Carr of Sunderland, in

⁴⁴ DCD Reg. 17, f.57; 25, f.313; 27, f.356; 46, ff.253-5; 54, f.128.



Key

- Same township as land
- Same parish as land
- Immediate neighbourhood
- Elsewhere in County Durham
- Outside County Durham.

Figure 4.1 Area of residence of tenants, 1541-1840.

business as an anchormith, was typical of the new men in the mid-eighteenth century. He held leases of part of two farms in Kirk Merrington which he had inherited. Carr left the leases with other property in 1756 to pay £3000 in bequests. The change in the nature of the Dean and Chapter tenants is typical of the more mobile and economically diverse society of the mid-eighteenth century from which Merrington was no exception. Tenants' horizons were no longer confined to their immediate locality.⁴⁵

Similarly, the change in tenants' residence was striking when the eighteenth century is compared with the sixteenth. In the period 1541-99, ninety-nine per cent of the tenants lived in the township in which they leased land. These figures were calculated using place of residence given at each lease renewal. This figure declined steadily from 1600. From 1600-1642, seventy-five per cent of the tenants lived in the same township. Of the rest, four per cent lived in the same parish and sixteen per cent in the immediate neighbourhood, defined as Durham City and Bishop Auckland which were the two local centres of the area, together with the parishes which bordered Kirk Merrington. From 1660-99, fifty-seven per cent lived in the same township, seven per cent in the same parish, sixteen per cent in the immediate neighbourhood and fifteen per cent elsewhere in County Durham. In the eighteenth century for the first time, less than fifty per cent of tenants lived in the township where they held land. From 1700-49, thirty-seven per cent lived in the same township, ten per cent in the same parish, twenty-three per cent in the immediate neighbourhood, twenty per cent elsewhere in County Durham while ten per cent lived elsewhere in England mainly in North Yorkshire, Newcastle on Tyne and London. From 1750-99, twenty-seven per cent lived in the same township, seven per cent in the same parish, twenty-six per cent in the immediate neighbourhood, twenty-three per cent elsewhere in County Durham and seventeen per cent lived elsewhere in England.⁴⁶

⁴⁵ DCD Reg.32, f.148. DP Matthew Carr, 1756.

⁴⁶ Dcd Reg. 20-66.

Of the seventeen tenants of farms in Ferryhill in 1765 only four lived in Ferryhill and none of them were lessees of a whole farm: they leased half a farm or less, their total acreage was 163 acres out of 1880 (8.6% of the leasehold land in Ferryhill). Of the other tenants: one lived within Merrington parish, two came from Durham City, five from elsewhere in County Durham and five from England as a whole ranging from Newcastle on Tyne to Rodborough, Gloucestershire.⁴⁷ The pace of change was reduced in the nineteenth century. From 1800-40 the proportions of tenants living in each specified area remained much the same, except that the numbers living elsewhere in England declined to eight per cent and those leased to people living in the immediate neighbourhood increased to thirty-seven per cent because of expansion of the Eden estate from Windlestone into Merrington.

There are a number of reasons for the residence changes by the mid-eighteenth century. Some of the change was caused by property being left to a daughter in the absence of a son but the farm became her husband's property. This law is evident in 1731 in Middlestone when William Maughan's farm was let to his daughter, Mary, and William Dixon, his son-in-law. Maughan made Mary his executrix left her both his half and his quarter farms in Middlestone with 'all his right and benefit of renewing the said leases'. Out of the leases, Mary was to pay monetary bequests to his male and female grandchildren. The arrangement may not have suited Maughan's son-in-law, as in William Dixon's will some thirty years later he left the Middlestone farms to his nephew, Thomas Grieve, with the provision,

'provided always that it is my express mind and disposition that if my wife shall at any time after my decease refuse to do any necessary act that shall be required of her to ratify and confirm the gift and disposition hereby made and intended to be made of the premises at Middlestone then and in that case upon such refusal the said annuity of sixteen pounds and every other interest hereinbefore secured to her out of the said copyhold premises shall cease and determine.'⁴⁸

⁴⁷ . CC DCD SVT V A 4A; Reg. 45, f.8.

⁴⁸ . DP, William Maughan 1729; William Dixon 1761.

The farm was let to Thomas Grieve and thus descended to the husband's family. Grieve ultimately sold the property to Sir John Eden of Windlestone in 1776.⁴⁹

Increasingly in the eighteenth century, in Merrington farms were leased to a number of tenants, usually where there was no son. If there was more than one daughter, the farm was usually left to all the daughters or the widow and the daughters as tenants in common. Tenants in common could each leave their share by will and thus many people gained an interest. However, it was not true partible inheritance as the tenants had already left Merrington before inheriting the lease and most daughters had married men who already had jobs or trades outside agriculture. The share of the lease represented an additional share of income apart from their normal earnings. An excellent example of this John Mitcheson's part of Monk's Close and Hostler Meadows in Ferryhill (FH3B) was let to his wife and four daughters in 1728. By 1757 the Mitcheson property was let to seven tenants in common: his widow and her new husband, one surviving daughter and the executors and one creditor of the rest. This situation continued until the property was sold in 1790.⁵⁰ As time passed, this type of legacy could lead to further division of the estate.

As tenants became remote from their land, the level of sub-tenancy increased. There is very little evidence to illustrate who the sub-tenants or cultivating farmers were, except where their names survive from surveys of the mid-eighteenth century. At other times there is no evidence that the Dean and Chapter knew the names of those actually farming their lands. The surveys of Kirk Merrington and Ferryhill from the 1760s indicated which farms were sub-tenanted. Kirk Merrington was about half in-hand and half sub-tenanted. In Ferryhill, as little as ten per cent of the land was still farmed in-hand. The Poor Rate for Kirk Merrington for 1767, attached to the survey, recorded for each property, the lessee and the occupier. Twenty-six tenants were listed as paying

⁴⁹ DCD Reg. 25, f.313; 30, ff.153-4; 46, ff.253-255; 54, f.128.

⁵⁰ Overton, *Agricultural Revolution*, 60. DCD Reg. 27, f.18; 40, 259.

poor rate, exclusive of the Dean and the vicar, of whom twenty-one held Dean and Chapter leases. Some 861 acres of Kirk Merrington leasehold land were owner occupied and some 850 acres were sublet. Twelve of twenty-one tenants lived in Kirk Merrington and all of these farmed their land in hand.⁵¹ Additionally John Dunn and George Langstaffe who lived in Middlestone farmed their Merrington farms in hand. In Kirk Merrington village itself thirteen new houses were built from 1650-1768, mostly on part of existing tenants' plots, occasionally on the waste. There were nineteen units initially so there was a sixty-eight per cent increase in accommodation suggesting increased population and sub-tenancy.⁵² For the most part the new houses were sublet by the existing tenants. Where they were built on the waste new leases were granted by the Chapter.⁵³ Surprisingly few of Ferryhill's farms were in hand in 1765. Only four farming units were described as in hand: one of two farms, two half farms and one eleven acre part farm, amounting to 467 acres in total were described as in hand. In addition one half farm was shown as Brabant, lessee and Fownes as his tenant but Fownes was the mortgagee so Brabant only had the lease as security and really this sixty acres was in-hand, making a total of 533 out of 1880 acres or some twenty-eight per cent of the total acreage. However, even this appears to be an overstatement as 353 acres described as in-hand were the two farms, Cleves Cross and Moor House, belonging to Peter Bowlby. A later note of 1772 stated that only the house, stable, coach house and garden of Cleves Cross farm were in the possession of the said Peter Bowlby and the rest of the farm was sub-tenanted by Eleanor Gibson; Robert Shields, the previous lessee of the property; John Mowbray and William Norton. If such was the case in 1772, it is most probable that it was also true in 1765.⁵⁴ No such note exists for Moor House farm but it may be that that also was partly or mainly sub-tenanted. In which case the land farmed in-hand could be as little as 180 acres or

⁵¹ With the exception of part of two acres let by John White.

⁵² PRO C54 and CC DCD 13635,13636.

⁵³ For example reg.29,f.241 (1736) records the first lease of a house on the waste in Ferryhill.

⁵⁴ The Bowlby family continued to hold the house and outbuildings at Cleves Cross in hand. The land tax return for 1802 shows that 7% of the Bowlby land in Ferryhill was in hand. DCL land tax 68/18.

as little as ten per cent of the total leasehold land. In addition there was considerable subletting of houses which were built as infill on the plots of main street farmsteads of the original farms: six of these had been developed by 1765 and were registered with the Dean and Chapter as assignments out of lease of the original tenants but did not lead to a separate lease.⁵⁵

Sub-tenancy developed further in this period because the Dean and Chapter continued to allow assignments out of lease from one Chapter tenant to another without the creation of a new lease. This made the landholding system more flexible and could cater for the changing needs of tenants' families. The sub-tenant paid a portion of the rent, renewal fine and fees. This was shown in the will of John Steele of Hett in 1680 when he bequeathed a close from his Dean and Chapter lease in Hett to Anthony Salvin, Dean and Chapter tenant in Croxdale and Hett, stating that Anthony Salvin had purchased the land from him and paid for it some years back. Steele stated that Salvin was to pay his portion of the rent, fines and seal fees. This sale was part of an exchange of land between two Dean and Chapter tenants which was recognised eventually in the Chapter registers in 1708-12. Also included were Crime Close and Broom Piece which Steele and Salvin exchanged.⁵⁶ In the survey of Kirk Merrington in 1768, Robert Wood is recorded as farming seventy acres of his own half farm, fifty acres of the farm leased to John Whitfield and ten acres of John Dodshon's farm. Thus Robert Wood was both tenant and sub-tenant of the Dean and Chapter. There was no provision for a separate lease and the number of such arrangements is impossible to quantify. They are renewed with the main farm and preserve an unrealistic appearance of unchanging farming units. It was not until the 1840s that all such assignments were recognised by the granting of new leases.⁵⁷

⁵⁵ . CC DCD SVT, V A 4A. CC DCD Reg. 45, f.47; Reg. 51, f.133. CL 157/263369.

⁵⁶ . DP, John Steele 1680. DCD Reg. 22 f. 173,174; Reg. 23 ff.37-38.

⁵⁷ . DP, John Brack 1742. CC DCD CL386/228331.

By 1750, there was a greatly increased market in leases. For about half of the Merrington tenants, the lease no longer represented the sole support of the family. Leases were rather one of a number of commercial assets from which the tenant could draw income. Nationally, there was much greater diversity of employment and scope for investment than in 1541. Wrigley estimated that in 1520 eighty per cent of the rural labour force worked in agriculture. This figure declined only very slowly to seventy per cent in 1670, with most of the decrease coming after 1600 and then fell more rapidly to sixty-six per cent in 1700 and constantly to fifty per cent in 1800. This appears to be reflected in the experience of Merrington tenants, as opportunities outside agriculture began to occur in the years leading up to the Civil War and developed much more rapidly after the mid-seventeenth century.⁵⁸ As a result, sons had choices of trades or professions and moving away from Merrington. The father or the eldest son could mortgage his lands to equip children or siblings for entry into professions or to pay marriage portions. It was no longer necessary to make family assignments out of lease. The number of licences to alienate increased significantly across the whole Durham Cathedral estate especially from the 1760s, when registers regularly had 100 licences to alienate, far beyond what would be accounted for by increased efficiency of recording. Similarly licences to alienate within Merrington increased from it being unusual to record one per year before 1700 to five per year by the mid 1760s, a figure which increased into the nineteenth century.⁵⁹ The much greater market in leases from the mid-eighteenth century coincided with the vastly increased population growth as English population is estimated to have almost trebled from 1750-1850.⁶⁰ Not all the alienations represented sales as when a farm was mortgaged, it was leased to the mortgagee and sometimes it is impossible to tell whether a property was being mortgaged or sold. Often a tenant began by mortgaging and ultimately sold the property because he could not meet all his financial commitments. Increasingly from

⁵⁸ . Wrigley, 'Urban Growth' .

⁵⁹ . DCD Registers 43 onwards. For example Reg. 46 contained records of 103 licences to alienate from September 1765 to November 1766: four of which were within Merrington ff.103,39,210,82.

⁶⁰ . Wrigley, 'Urban Growth' .

the early eighteenth century, this was provided for in wills, for example, the will of John Dodshon 1713 left his lands in Kirk Merrington to his eldest son. His son was to pay legacies to his daughters. If he could not raise the money, he was to mortgage or sell part of the estate to do so.

From the mid-eighteenth century, more and more tenants who had become remote from their lands provided for them to be sold in their wills. This was particularly the case where there was no male heir but could happen if the heir had no interest in the property. Usually the tenant bequeathed the estate to trustees to sell it and invest the money in government stock and pay the interest to the support of the widow and her daughters. Stock by the late eighteenth century yielded 4% interest making it attractive to investors.⁶¹ For example, the will of John Reed who had been farming his own land in 1828 left all his leasehold messuages, tenements and hereditaments at Ferryhill, stock of cattle, implements of husbandry and other personal estate to this son-in-law, Anthony Brignall in trust to sell them and put the money into government stock: the interest of which was to be paid to his widow and afterwards to his children, John Reed, Ann Brignall and Elizabeth Bell.⁶²

The proportion of tenants who had more than one property, often some leasehold and some freehold, grew steadily throughout the eighteenth century. Tenants continued to build up and then disperse their own estate. This information is derived from mainly from wills which frequently included bequests of freehold land with leasehold. Some of the increase is because farms were divided and parts let separately but even allowing for this, there was a very significant increase in the number of tenants who had more than one source of landholding both within Merrington and in combination with land outside. Many held freehold as well as leasehold land. John Howe had bought two Ferryhill farms, the mill and coal fields by the time of his death in 1722 and he owned

⁶¹. Becket, *Aristocracy*, 84.

⁶². St Helen's 4A/2/2.

freehold land in Ferryhill. He divided his farms between his grandsons in his will, providing for his considerable debts to be paid out of the profits of the farms. One of his grandson's lost his lands for debt. John How Harle's farm, mill and part of Hostler Meadows were sold to Ralph Gowland by the Sheriff of Durham after the King's Bench had issued a writ against him because of debts of £2000 to James Finney.⁶³ In total there were four demises of freehold land between 1660 and 1699; eleven between 1700 and 1749; seventeen between 1750 and 1799; and eight between 1800 and 1840.⁶⁴ See table 4.2.

Table 4.2. Freehold in wills 1660-1840

	KM	FH	WM	MM	GC	HT	TL
1660-99	0	2	0	0	0	2	4
1700-49	5	3	1	0	1	1	11
1750-99	6	9	0	1	0	1	17
1800-40	0	4	2	2	0	0	8
TOTAL	11	18	3	3	1	4	40

These changes in the nature of their tenants meant that the Dean and Chapter of Durham as landlords were becoming increasingly remote from the people who actually farmed the land. Tenants automatically gained lands. Even purchasers did not renew the lease until it was due. The tenant produced the documents at renewal to prove to the Dean and Chapter that they had inherited, bought, or were the mortgagee of the property. The Chapter played no part in choosing the tenants. Impressionistic evidence suggests that the changes which occurred in Merrington were typical of the whole Dean and Chapter estate in this period.

⁶³ DCD St Helen's 3B/2/1, 1734. Unfortunately the Chapter only kept a record of the legal proceedings. The fine was abated in 1741 and 1748 in renewing the farm to Mr Gowland because of the great hardship to Mrs Harle. The evidence does not show who lived in the farm. No indication in the lease to Gowland. Reg. 32, ff.6-7.

⁶⁴ DP, Wills 1541-1840.

Section C. Land distribution and use.

In this section, it is argued that significant change took place in the Merrington landscape in the century after enclosure with the engrossment and dispersal of some tenurial units and the construction of farmsteads in the fields of newly enclosed units. This was the major agricultural innovation of the period leading to more practical farming units. At the same time, the trend towards more pasture land was reversed. This is the period when many landlords introduced new crops and rotations, for example, Brassley wrote that aristocratic landlords were introducing artificial grasses into the north-east from the 1720s to improve the productivity of their lands.⁶⁵ Whether this happened in Merrington is investigated, together with what part was played by the Dean and Chapter in promoting agricultural innovation.

Chapter surveys and plans of the 1760s and 1770s of the Merrington townships made for the Chapter by professional surveyors indicate that there was considerable change in the Merrington landscape in the century after enclosure.⁶⁶ There was little change in the overall number of tenants' holdings by 1775: the number of farms had increased from forty-eight to fifty-one, a rise of some six per cent. The average size was little changed at 113 acres. However, the range of sizes of tenants' holdings had altered dramatically. The original units had varied from 100-160 acres, only eleven of these survived to 1775. By 1775 the range of farm sizes varied from 23-481 acres. Three large farms had emerged, two of over 300 acres. The three-hundred-acre farms represented holdings which had been built up and consolidated over more than 100 years by local tenants' families, largely by amalgamating parts of farms which had been divided after the Civil War. The largest farm (480 acres) belonged to Bowlby, the Chapter registrar. However, even this Bowlby farm had been acquired steadily by purchase and certainly not by evicting any previous tenants. There were four more

⁶⁵ Brassley, *Agricultural Economy*, 180-81.

⁶⁶ CC DCD Va 4a, P/76/4; CC 13616, 13627A, 13635, 13636, 13670, 13671, 13641.

units over 200 acres. The largest group of farms (eighteen) remained those ranging from 100-199 acres of which eleven were still the original farms from 1541 neither divided nor consolidated with other units. A substantial number of farms (fifteen) ranged from 50-99 acres and eleven ranged from 20-49 acres. There is no real evidence to show what size of units the tenant's farms were broken up into as a result of sub-tenancy. By 1775 eighteen farmhouses were outlying in the fields, six each in Ferryhill and Kirk Merrington and three each in Middlestone and Hett.

Table 4.3 Sizes of tenants' holdings, 1775

Acres	No. of farms
over 300	3
200-299	4
100-199	18
50-99	15
20-49	11

Sources: CC DCD Va 4a, P/76/4; CC 13616, 13627A, 13635, 13636, 13670, 13671, 13641.

In Kirk Merrington the original fourteen farms had become fifteen units varying in size from 29-300 acres with a mean and a median size of about 111 acres. There were three farms with under 50 acres and a further three with under 100 acres. Seven farms ranged from 100-199 acres. One farm had over 200 acres and one over 300 acres.⁶⁷ Of the original fourteen farms only four continued from 1666-1768 to be farmed as a whole and independently of any other holding in the township. Additionally the two closes which had been separated in 1621 remained the same throughout. Of the others, three more farms remained whole but were farmed in larger units. Two farms were farmed together with the rest of the farm from which the two closes had been split in 1621; another with one half and one twenty-fourth of other farms. The survey showed that

⁶⁷. The leasehold and freehold interests of the 300 acre farm were sold to the Eden family in the 1860s.

fifty acres of John Whitfield's farm was let to another Chapter tenant, Robert Wood. This was recognised by a licence to assign granted by the Dean and Chapter in 1770. The remaining five farms were divided into as many as six parts which in the main were regrouped to form larger units. The most interesting field name in the survey was Amorous Howl leased to Christopher Harrison in 1768.⁶⁸

Six Kirk Merrington tenants had built farmsteads, shown on fig 4.2, in their fields with the potential of cost saving on time and movement of equipment and manures. An example of the formation of a compact farm unit was John Roper's leasehold farm of 122 acres. This farm had not had a homestall in the main street, having been divided in the 1660s with its other half retaining the farm building. It had been merged with land from another farm and by 1768 a farmhouse had been built at North Close as shown in figure 4.2. The North Close farmstead was surrounded by arable, pasture and meadow closes which had already been enclosed out of the Wellfield by 1666, with the addition, from the enclosure award, of eight acres of the pasture gates of Westforth used as meadow by 1768 and thirty-five acres of Bishopley still cultivated as arable. Mr Wood's leasehold by 1768 formed two farms with a group of outlying fields. To the north of the township was a separate farm centred on a home farm called Vevers, number 4 on figure 4.2. John Dodshon's leasehold mainly centred on his farm house outlying in Fogg Close, number 1 on figure 4.2, which was surrounded by arable, pasture and meadow closes. He also had a farm house in both Merrington and Shellom main streets. John Dunn had sixty acres of mainly arable fields with some pasture from the old south field, together with thirty-two acres in Crawlees around his barn, number 8 on figure 4.2. There were also two barns which remained barns to the 1840s and did not develop into separate farmhouses. None of these outlying farmhouses were listed in

⁶⁸. DCD Reg. 44, f. 62.

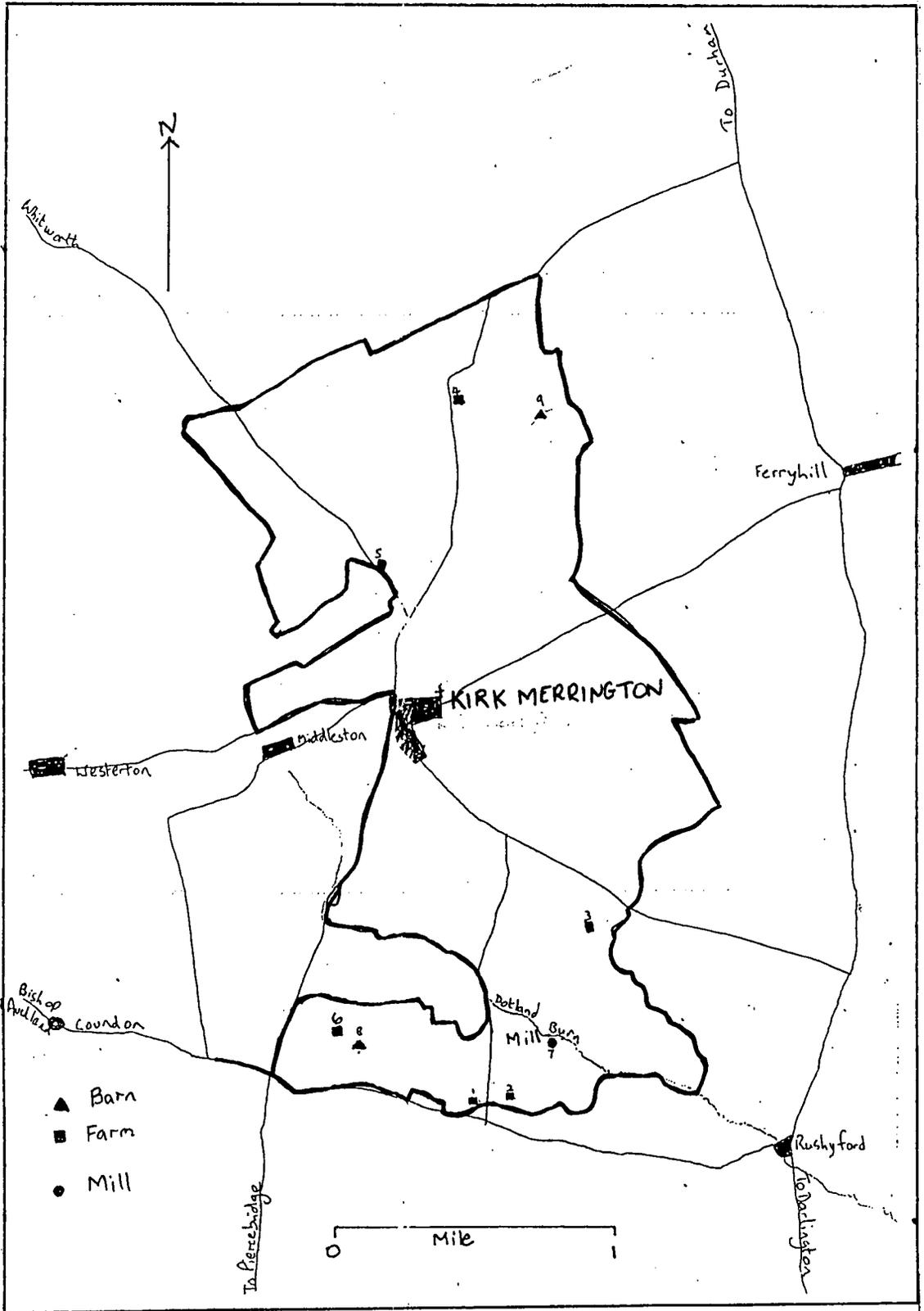


Figure 4.2 Farm houses outlying in Kirk Merrington fields by 1840.

the 1650s sale documents.⁶⁹ Four of the farmhouses were built on farms where the original holdings had been divided and regrouped between 1666-1768 and the village centre farmhouse had remained with the rest of the property. In the fifth farm tenanted by John Dodshon two farmhouses remained in the main street but they had been superseded as the home farm by a new farm house built in the middle of Dodshon's fields on the southern boundary of Kirk Merrington, called Fogg Close House. The sixth farm had a new house built among the farmer's fields and the one in the main street had been sublet. In addition to these new farms was the millhouse one of which had been sited on Dotland Burn since before 1540.⁷⁰

Seven cottages had been built in Kirk Merrington village by 1768 which had not been leased in 1660. All were assignments out of existing tenants' leases but only one of them had been separately leased by the Dean and Chapter by 1768.⁷¹ Two of the cottagers had two acres of land the rest were landless. There was also the village inn, fronting the west side of the Durham to Piercebridge road, opposite to Merrington main street. The boundary between Kirk Merrington and Middlestone ran along the Piercebridge road and through the inn, its west parlour and bedroom above being in Middlestone and St Andrew Auckland parish. This part of the inn still exists and is shown in plates 7 and 8. The original inn was set at right angles to the road and plate 7 indicates the west room which was over the parish boundary, plate 8 shows the roof line looking from the north. There was a toll bar and cottage just to the north of the inn fronting the east side of the Durham to Piercebridge road.

⁶⁹ . This is not absolute proof of later development as the Interregnum Commissioners were mainly interested in land not buildings.

⁷⁰ . DCD Survey and plan 13636 and 13635 numbers 40, 84, 131, 142, 148, 153, 196, 214, 239. PRO C54 3531.

⁷¹ . DCD Survey 1768. After the survey the Dean and Chapter acted to put the cottages in leases. For example John Dodshon signed a note disclaiming any right to the cottage inhabited by John White which had been part of his lands and the Chapter granted White a lease from 1777.

In Middlestone one farm had been divided in two in 1636 and into three in 1661, but reunited under the Edens between 1776 and 1783; a further one was divided in 1670, shortly after which five-eighths of it was united with one of the other farms. Two-fifths of another farm was sold to the Edens in 1783. A further two farms were farmed together from 1693-1840.⁷²

By 1775, three farms had been built out in the Middlestone fields. John Whitfield, farmer of two farms in Middlestone and one in Kirk Merrington had his home at Leasingthorn as shown in plate 9 and figure 0.1 in the south east of Middlestone and close to his Merrington fields. Most of his fields were consolidated in the south of the village but he had outlying land in the far north of the village on the moor and two fields immediately north of the village street. George Longstaff, tenant of three-eighths of a farm, some 54 acres, similarly had his main house at Hallheads, north of the village and close to his quarry. Thomas Philpott, tenant of one quarter of a farm had his house in his southerly fields. The seven homesteads remained in the village street, together with four cottages. One house belonging to Mrs Morgan, adjoined Kirk Merrington village.

By 1775 there were eight leasehold farming units in Hett, farming 572 acres. Two farms had stayed whole and both had gained parts of the divided farms, to form the largest farming units of 130 and 145 acres. Three quarters of two farms were being farmed separately each having 77 acres: one quarter of one of these farms was still being farmed by the widow of the previous tenant but it was later returned to the ownership of the main tenant, Thomas Buston, presumably after her death. The lease was granted to Buston throughout but the survey showed the widow in possession of 26 acres. The remaining three divided units each had from 31-47 acres. The average size of farm was 77 acres. Three farmsteads had been built on the western edge of Hett

⁷². DCD Reg.12, f.417; 16, f.535; 58, f.34; 60, f.141. MM2 AND MM6

fronting the turnpike road to Durham. Evidence about the enclosure of the moor does not survive but it was enclosed by 1770 when the township was surveyed and mapped. Similarly the waste south of the village had been enclosed and named 'Intake'.

The survey of 1765 showed that Ferryhill leasehold land was divided into fourteen farming units, with a mean size of 129 acres. There were two units with over 300 acres. One of these was made up of three farms: Moor House, Cleves Cross and Townend; site of mill and Ferrylough leased to Peter Bowlby which amounted to 482 acres and the second was made up of the three farms leased to Sir Onesiphorous Paul which amounted to 345 acres. There was one unit made up of one and a half farms which was 168 acres. Four undivided farms from the enclosure survived ranging from 112-130 acres. The farming land of two farms had been divided into three parts and of one farm into four parts, forming the seven smaller farms which ranged from 37-65 acres. In addition to the farm units, there were four small units of between 3-11 acres belonging in the main to local bakers and butchers. One or two of the units were let to the same sub-tenant and John Catcheside's farm was sublet to Robert Shields who had sold his two farms to Peter Bowlby.

The grants of compact farms had led to farmhouses being built in Ferryhill fields in six cases illustrated in figure 1.4. Documentation does not exist to indicate how soon this took place after enclosure, nor how much cost was involved for the tenants. The furthest westerly farms: High Hill House (6), see plate 15,⁷³ Low Hill House (11), East Rough Lea (7) and West Roughlea (5B) all had separate farmhouses built in the midst of their enclosed fields by 1765. Similarly Peter Bowlby's two farms: Moor House (1) and Cleves Cross (2) had new farmhouses in the fields. Another of Bowlby's

⁷³ . High Hillhouse Farm, plate 4.15 and figure 4.8, is reputed to be on the site of the murder in 1683 when Margaret and John Brass's three children were killed and their father's servant, Andrew Mills, was executed for the offence. J. J. Dodd, *The History of the Urban District of Spennymoor*, 1897. Brass must have been a sub-tenant of John Bowes, who was the Dean and Chapter tenant of High Hillhouse. John Brass was only granted a Dean and Chapter lease in 1686. This was of half a farm previously leased to Elinor Fewster(FH 10B on figure 4.8). Perhaps Brass moved after the murder.

farms, Town End farm had its farmhouse adjacent to its fields although the farmhouse was also in the main street of Ferryhill. All these farms, where a farmhouse had been built amongst the enclosed fields, were known by their farm names in Dean and Chapter documents. The other farms were still referred to by the name of the tenant and such phrases as 'Mr R Dunn's land at Ferryhill'.

Where the holding resulting from Ferryhill enclosure had been dispersed the farm was more likely to be divided among a number of sub-tenants by 1765. For example farm number 5, figure 1.4, which had been divided between two branches of the Dunn family since 1624 and recognised as two separate halves in leases since 1660, was awarded land in the south-west, north-west, north and centre of Ferryhill at the enclosure. By 1765 not only were the two halves let separately to James (5A) and Robert Dunn (5B) but James sublet his five fields to five different sub-tenants: Joshua Lynn, Robert Appleby, John Hutchinson, George Pearson and Gabriel Hodgson. Robert sublet his four parts to Cuthbert Barras and George Pearson.⁷⁴

Hostler Meadows was still in strips on the 1765 map but after the survey was divided in 1766 among the three tenants who had rights to it. John and Eleanor Catchside received 4a.3r.36p. at the south end of the meadows; Peter Bowlby received 3a.3r.15p. at the north end and Cuthbert Johnson received in right of his wife, 4a.3r.37p in the middle. Provision was made for access and quick set hedging.⁷⁵

The mill in Ferryhill had been built on leasehold land in 1595 adjacent to what became Mr Bowlby's freehold land, shown on figure 4.3. By 1765 the actual mill had been moved further west onto the freehold land belonging to Mr Bowlby as the water supply was better. Mr Bowlby still paid rent for the mill site described as a disused site from

⁷⁴ DCD SVT V A 4 A.

⁷⁵ DCD St Helen's 3A/1/2, 5 April 1766.

1766. As part of the redemption of land tax in 1805, the Bowlbys bought the site of the mill and added it to their freehold land.⁷⁶

Table 4.4. Land use in Merrington c.1770

	GRASS	ARABLE
KM	808	869
MM	441	394
WM	400	220
HT	231	272
FH	931	623
GC	121	93
TOTAL	2932	2471

Note: the Great Chilton figure is for 1801.⁷⁷

There were also significant changes in land use in the century after enclosure. Arable acreage in Merrington increased significantly between 1650-1775. 2471 acres were described as arable and 2932 as grass in the surveys of c.1770. Overall this represented a fourteen per cent increase in farming land over 120 years. The amount in pasture decreased by twenty-three per cent from 3810 to 2932 acres. Arable increased from 920 to 2471 acres, an increase of 168 per cent.

Arable and pasture land was not evenly distributed among the townships. In Kirk Merrington the proportion of arable to pasture was reversed. In 1768 there were 869 acres of arable, 523 acres of pasture and 285 acres of meadow, compared with 1650 when arable land was less than half the pastures. By 1773 Middlestone had 394 acres of arable, 298 acres of pasture and 143 acres of meadow. For one of John Whitfield's two farms in Middlestone, the arable ground is broken down by crop. He had 10 acres

⁷⁶. DCD P/76/4.

⁷⁷. CC DCD 13616,

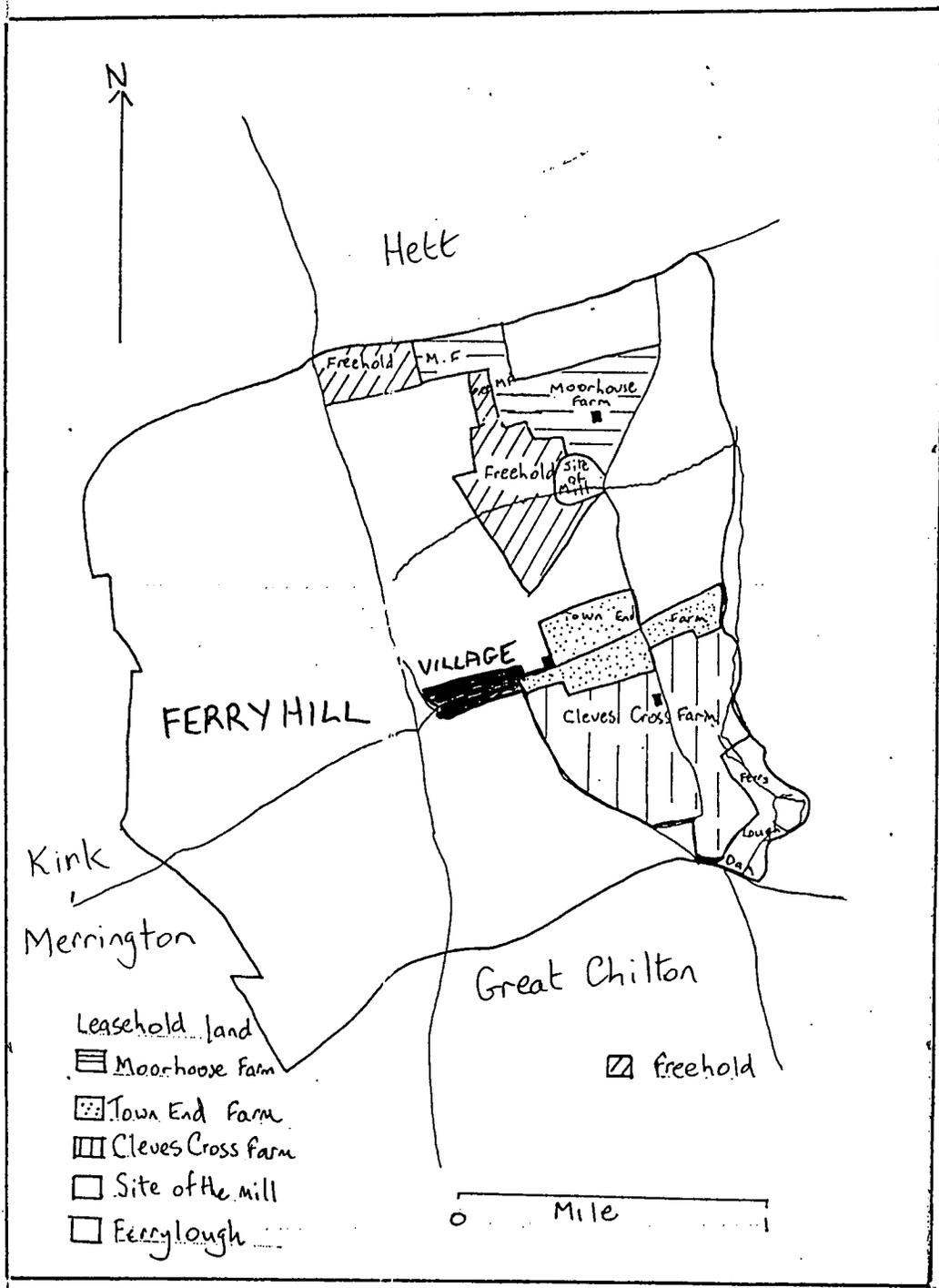


Figure 4.3 Mr Bowlby's lands in Ferryhill, 1765.

of oats sown on the old Spennymoor land and 9 acres of wheat, sown immediately north-west of the village in East Mayes Field. Two bread crops were grown: one the conventional one for Midland England and the other the bread crop of colder climates and poorer soils but which was also used for feeding animals.⁷⁸ In Westerton in 1770 there were nearly 220 acres of arable land, 300 acres of pasture and 100 acres of meadow land in Westerton so there was twice as much grass as arable land.⁷⁹ In Hett, by 1770 the balance had shifted slightly in favour of arable. There were 177 acres of pasture, 54 of meadow and 272 acres of arable. The arable was broken down by crop: 120 acres of oats, 77 acres of wheat and 75 acres lying fallow. The wheat and oats were sown in adjacent fields and there was no attempt to grow one on a different type of land or the wheat in a more sheltered area.⁸⁰ In 1765 there was almost twice as much grass land as arable in Ferryhill. Of the 1880 acres of Dean and Chapter leasehold land, the acres given as pasture were 598, meadow 333 but there were also 170 acres in the survey for which the use was not specified but from their position in the list and their names appeared to be mostly pasture. In this case the total pasture acres would have amounted to 1100. There were 623 acres of arable: 136 of these were just described as 'arable'. Of the fields for which the arable use was specified: 175 acres were wheat, 21 barley, 163 were oats, 40 were peas, 28 were rape and 152 fallow. Thirty four acres were described as 'new laid' and nearly nine acres as 'paring'.

None of the surviving records make any reference to the introduction of new crops, such as artificial grasses or turnips. Even Peter Bowlby, who as the Dean and Chapter's registrar had wide-ranging contacts in County Durham farmed his three farms, the site of the mill and Ferrylough in Ferryhill in 1765 on traditional lines. On Townend Farm which he sublet, there were 23 acres of pasture, 26 of meadow. The arable lands were made up of:

⁷⁸ . CC DCD V A 6, map 13641.

⁷⁹ . CC DCD 13670,13671.

⁸⁰ . PRO C 54 3525. DCD SVT, V B 4.

Table 4.5. Arable of Townend Farm.

	A. R. P.
WHEAT	3. 3. 28
OATS	9. 0. 38
BARLEY	8. 3. 14
PEAS	9. 3. 32
FALLOW	31. 0. 30
NEW LAID	3. 3. 16

Three adjacent nine acre fields were sown with: peas, oats, fallow in rotation; another three had: barley, wheat, new laid. In his other two farms which he farmed in hand: Cleves Cross and Moorhouse, Bowlby had 130 acres of pasture and 5 acres of meadow. The 135 acres of arable was made up of:

Table 4.6. Arable of Cleves Cross and Moorhouse farms.

	A. R. P.
WHEAT	25. 3. 32
OATS	23. 3. 26
PEAS	30. 2. 18
RAPE	11. 1. 24
FALLOW	44. 0. 00

On both these farms the pasture and arable lands were interspersed. The fallow was one third of the whole indicating three-course rotation and there was no reference to clover, artificial grasses nor turnips.

In Kirk Merrington, convertible husbandry was practised to allow exhausted fields to recover, the importance of which was emphasized by Kerridge. Comparison of the open-field village of Kirk Merrington with the survey of 1768 indicates that the tenants of Kirk Merrington converted much of the open fields to pasture and some of the moor to arable because the arable fields had been overworked. In the late eighteenth century many of the old arable fields were converted back to arable and in the valuations of the early nineteenth century recorded the highest land values. For example, in Kirk Merrington the old arable East Field became predominately meadow. Spennymoor

which had provided communal pasture became mainly arable: 270 of its 330 acres became arable fields. A few pasture closes and the occasional meadow close were interspersed. The village was no longer divided into arable, pasture and meadow sections but all three types of field were interspersed throughout the township.⁸¹

The Chapter's support for agricultural innovation was restricted to abatements of fines and delaying increasing fines until the tenant had had time to recoup his expenditure in increased profits. Renewal fines do not appear to have been a disincentive to improvements, as was alleged by Spearman and John Bailey in 1810 when reviewing County Durham for the Board of Agriculture.⁸² Fines did not involve as much expenditure by the tenants as rack rents would have done, so with their security of tenure they could usually afford to improve. Where they could not the Chapter did help. The Chapter did not invest capital in improving their tenants' houses, but they made allowance both by abating fines when properties needed improving, and by not charging for the improvements until the second renewal after the expenditure, so that the tenants could have nearly fourteen years return on the improvement before paying a higher fine.⁸³ A comprehensive account of Chapter expenditure under this head does not survive, but the renewals books and the chapter acts contain sufficient information to confirm the principle. Twenty-one abatements of fine are recorded in the renewal books for the study area from 1692-1742. The sums involved ranged from £2 to £11 and the usual explanation, where one was recorded, was that the abatement was made in consideration of repairs or for new building. There were occasional grants for hardship.

⁸¹ . Kerridge, *Agricultural Revolution*, 29.

⁸² . J. Bailey, *A General View of the Agriculture of the County of Durham*, 1810.

⁸³ . Or 21 years in the case of South Shields where development was encouraged by allowing 2 renewals after improvement before fining, 1851 Parliamentary Committee.

An example from Ferryhill in 1734 shows the fine kept constant to aid the tenant's improvements. Martin Dunn renewing his farm, let at £48 pa., stated he could not sublet it any more without building a new house. The fine was kept at £42. In 1722 a Middlestone farm was let to Miss E. Burrell with the fine set at £35 abated £10 for repairs; in both 1729 and 1736 the fine was abated £5 for repairs. An accompanying note in the renewals book for 1736 explained 'upon viewing Burrell's two farms, it was observed to us that George Liddell's farm was in much better husbandry than Burrell's' so she paid a fine of £50 for each and had £5 remitted for repairs.⁸⁴ The Chapter offered abatements of fines of mills to help with repairs. The fine of Merrington mill in 1711 was set at £11 abated £1 for repairs; in 1724 it was set at £10 abated £1 for wood; in 1731 and 1738 it was set at £8, abated £4 for repairs.⁸⁵ In 1797 when the Chapter renewed Farrow's lease at Westerton a note in the notitia book stated 'In consideration of the money expended by Farrow in improvements the old fine is taken, but a considerable increase is expected at the next renewal'. In 1790 and 1797 exactly the same fine was taken despite rising rents elsewhere in wartime; but in 1804 the fine increased by 70%.⁸⁶ Thus the principle of not charging on the value of improvements at the first renewal after expenditure continued throughout the study period. A few errors were made but they were usually corrected. One Middlestone farm included thirteen acres in Kirk Merrington, the fine went up 60% in 1737 over 1730 when the Chapter surveyor discovered the 13 acres and recorded the fact that they had not been shown to previous surveyors.⁸⁷ The Chapter also abated fines in cases of individual hardship continuing, in a different manner, its policy of helping weaker tenants. In

⁸⁴ . CC DCD 235424 f.250.

⁸⁵ . CC DCD 235424 f. 241.

⁸⁶ . CC DCD 235426, f.262.

⁸⁷ . CC DCD Second Renewals Book, f. 245A.3.

1694 when renewing John Dunn's farm in Kirk Merrington the Chapter abated the fine £30 in consideration of the orphans⁸⁸. Similarly, in 1741 a farm in Ferryhill was let at £60 per annum yet the fine was £46 abated £10 in consideration of great hardship. The fine was also abated £5 in 1748.⁸⁹ Within the wider Durham estate there is evidence of encouraging honesty and repairs. John Purvis, when renewing his farm at East Rainton in 1741, confessed that it was let at £65 pa. but he added that he allowed his tenant £3 pa. for lime, and had expended a great deal in repairing houses and hedges. The Chapter abated his fine £8 'in consideration of his telling the truth and expenses'.

Agricultural progress in Merrington from 1700-75 was not revolutionary but it was constructive, for example consolidating and regrouping farms into more efficient units, with farmsteads in the fields for greater efficiency. The balance between arable and pasture land was much more even than in 1640 with only slightly more land being pasture than arable by 1775. Agricultural development was not revolutionary in this period: there is no evidence of new crops or farming rotations, for example, artificial grasses were not introduced in this period into the Chapter estate at Merrington as they were on some secular estates of the north-east.⁹⁰ The Eden estate began to acquire land in Merrington at the very end of this period to increase the size of an already large estate.

Section D. The effects of beneficial leasehold tenure. Comparison with other landlords, c. 1775.

There is no evidence from Merrington to support Spearman's view that Durham Chapter charged excessive fines on improvements by 1729, rather the Chapter

⁸⁸ . CC DCD Renewals Book 2, f.234, Contracts Book.

⁸⁹ . CC DCD Renewals Book 2, f.229.

⁹⁰ . Brassley, *Agricultural Economy*, 180-81.

underexploited their estate's financial potential.⁹¹ Fines in Merrington showed no significant increase before 1740, amounting to an average of some £230 per annum, or 1.3 times the fixed income. Overall from 1660-1740 there was perhaps a five per cent increase in rental values in the study area, although some decades the trend was up and in two cases down. Huge discrepancies in the levels of fines per decade as was found in some cathedral estates, did not occur but rather income was relatively constant. This recognised the fact that in Durham as in the country as a whole in the years after the Civil War rents had been fairly stable and increased fines by the Chapter could thus have provoked antagonism.⁹²

The Chapter from 1740 increased fines and achieved a greater return from their estate. They were able to do this because of far more accurate valuations of their estate available with the professional surveys. From 1740 the level of fines was increased. The reason was not given but as the 1740s was a period of general agricultural depression, the increase was probably the result of professional advisers making the Chapter aware that fines had been stable since the Restoration despite slowly rising farm rents elsewhere. The decade of the 1740s had a twenty per cent increase over the 1730s, there was a further ten per cent increase in the 1750s, twenty-six per cent in the 1760s, twenty-five per cent in the 1770s. The increase in values began in the 1740s before the surveys of the 1760s and 1770s gave more accurate valuations. The substantial increases of the 1760s may have been attributable to Chapter improving their knowledge of farm values as a result of the surveys rather than a true increase in land values.

From 1774 the Chapter also increased the rate of fines from one year's true value of the land to one and a quarter years value for renewals of twenty-one-year leases after seven

⁹¹ . Spearman, *Enquiry* 117-8.

⁹² . *Agrarian History of England*, vol. 5, 229

years. This accounted for about half the proportional increase in fines in the 1770s over the 1760s. The new rate allowed tenants ten per cent interest on their money which served as a loan to the Chapter, being for a period fourteen years later. This was still generous interest as interest rates were nearer five per cent. Chapter increased the rate of fines because of the growing demands of estate management and the increasing the land values, which were apparent from the professional surveys of their estate, together with falling interest rates. The ratio of the fine to the annual value of the property had remained constant for more than 100 years after 1660 at a time when interest rates on government stock, which had been 10% in 1600 and 8% in 1640, had fallen to about 5% by the mid-eighteenth century and rents were rising slightly, so the Chapter were believed by many to be allowing their tenants far too much interest in their fine calculations.⁹³ As early as 1718 an essay attached to Sir Isaac Newton's tables for calculating fines had suggested that taking one years value after seven years elapsed of a twenty-one-year lease was very good for the tenant because interest was allowed at more than 11.5%. Money loaned on government stock then only attracted 5% interest. The essayist argued that it suited churchmen to have tenants on long leases but the rate of interest allowed was too high, having stayed the same for 170 years from a time when interest rates were 11-12%. He concluded that the interest rate allowed should be reduced to 9% which meant increasing fines to one and a half year's value after seven years elapsed, especially as some cathedrals were in a decrepit state.⁹⁴ However, this view was not universal. A second anonymous essay, in the sixth edition of Newton's

⁹³ . Turner, *Rent*, 149.

⁹⁴ . 'The Value of Church and College Leases and the Advantage of the Lessees made very Apparent' (1718) in *Sir Isaac Newton's Tables for renewing Cathedral Leases. Sixth edition* (1742), 85-103. Hughes, *North Country* 309, suggests that the essay may have been written by Bishop Fleetwood of Ely who had published pamphlets about the true value of church leases in 1718.

tables written in 1731, believed that the 1718 essay was only written to justify raising fines which he believed would be unjust as the tenants had a right to renew at the accepted level and as a result had invested heavily in their estates. This second essay pointed out that in setting fines the Chapter only subtracted the reserved rent from the value and did not allow for repairs or national taxes, while at the same time reserving the products of under the soil to themselves.⁹⁵ Durham Chapter decided an increase was essential but not of the magnitude suggested in 1718 as the Chapter tenants bore all the expense of repairs, insurance, building, making roads, fences and drains. The Chapter Act of 20 July 1774 decreed that from 29 September 1774 the fines of all leases except houses were to be set at the rate of one and a quarter times the annual value of the land at the expiry of seven years and so in proportion which meant allowing 10% for interest.⁹⁶ The following year, 20 July 1775, it was noted that Sir Isaac Newton's tables were to be used. This rise was not excessive in comparison with fines on other beneficial leasehold estates in the eighteenth century but it did indicate that Durham Chapter were aware of the need to make an adequate return on their estate. Benda quoted Edward Hubbard of Emmanuel College in 1721 stating that colleges contributed to the low returns from their estates by not calculating the true value of their properties at renewal but just charging what had been charged previously.⁹⁷ The Dean and Chapter of Canterbury tried to take one and a half times the true value of each of their properties for seven years expired of twenty-one-year leases in 1720 but met with such opposition that they reduced it to one and a quarter. Jesus College, Cambridge, moved from one years real value in 1720 to one and a quarter (10%) for seven years elapsed;

⁹⁵ . 'A True Estimate of the Value of Leasehold Estates and of Annuities and Reversions for Lives and Years.' (1731) in Sir Isaac Newton, *Tables*.

⁹⁶ . Houses in Durham were renewed at 1 years value for 40 years after 14 elapsed and their allotments at 2 years value. (CA, 20 November 1778).

from 1740 they charged one and a half (9%); from 1780s one and three-quarters (8%).⁹⁸ Cathedral landlords were not alone in failing to maximise revenue. Many aristocrats also faced problems, for example they borrowed and spent money on gaming and house-building instead of investing in their estates and had to sell land because of debt. From late seventeenth century aristocrats spent more time in London and away from their estates whether for political or social reasons. Aristocrats financed stately homes, political campaigns, the London season and portions for their children so their estates frequently starved of capital.⁹⁹

There was no innovation on a scale to merit the description 'agricultural revolution' in Merrington by 1775. The Chapter made no attempt at fundamental modification of beneficial leasehold to allow them greater control over farming rotations and the types of crops sown despite the fact that it was abandoned by the large Percy lay estate in Northumberland in the 1750s.¹⁰⁰ Indeed by the last quarter of the eighteenth century, Durham Chapter were more of a rentier landlord than they had been a hundred years before. Their estate management was increasingly concerned with mapping and valuation to gain accurate and increasing profits without much landlord involvement in promoting agricultural improvement. This trend was to continue into the nineteenth century in a period when innovative landlords increasingly invested in, and controlled, their tenants' agricultural practice.¹⁰¹

⁹⁷ . Bendall, *Mapping*, 201.

⁹⁸ . Heaton, 'Canterbury', 128.

⁹⁹ . Becket, *Aristocracy*.

¹⁰⁰ . Brassley, *Agricultural Economy*, 80.

¹⁰¹ . Parker, Colk, 135-45.

Even so until 1775 Durham Chapter were not out of step with many secular landlords. Christopher Clay wrote that before 1750 'landlords scarcely ever seem to have attempted to use lease covenants as a means of making their tenantry change their ways in a progressive direction' and this situation changed little in the following twenty-five years.¹⁰² Neither Habbakuk nor Mingay found much evidence that landlords tried to improve agriculture by progressive leases up to the mid-eighteenth century. William Marshall in 1796 concluded that the yeomanry and some principal tenants practised the best agriculture. Turner wrote that until about 1750 most landlords invested in buying land rather than improving their existing holding. Durham leasehold estate was thus comparable with the national trend until at least the mid-eighteenth century although much of the initiative for innovation came from the tenants.¹⁰³

¹⁰² . Clay C 'Landlords', 215. J.Cottis, 'A country gentleman and his estates, c. 1720-68: Sir Mark Stuart Pleydell, Bart., of Coleshill Berkshire', in Wordie, Town, 27.

¹⁰³ . Mingay, *English Landed Society*, 166; H.J.Habakkuk, 'Economic functions of landowners in the seventeenth and eighteenth centuries' in *Explorations in Entrepreneurial History*, vi (1953) 92-4. Turner, *Rent*, 590.

CHAPTER FIVE. AGRICULTURAL PROGRESS DESPITE AN INCREASINGLY ANACHRONISTIC LANDLORD, 1775-1840.

This is the period of significant agricultural innovation and increased productivity in England frequently described as the 'Agricultural Revolution'. This chapter examines Durham Chapter's response to the rapidly changing world to establish whether they took advantage of new opportunities. It is suggested that it was in this period that the gap between Durham Chapter estate administration and that of progressive landlords really opened up, as Durham Chapter made no attempt to follow secular landlords in promoting agricultural innovation on their leasehold estate, for example, by investment in drainage or commitment to scientific and technical improvements. The Chapter retained beneficial leasehold tenure while other landlords, especially as a result of the economic conditions in the French wars, increasingly favoured short leases at rack rent to give themselves greater control over their tenants' farming practices. Fines did increase but even so the Chapter's return from their land lagged behind national average rents per acre suggesting that, rather than exploiting their tenants, the Chapter under-exploited the financial potential of their lands. Chapter response to larger-scale industrial enterprise in Merrington is also considered to show how it differed from that to agricultural practice.¹

This chapter then argues that nonetheless considerable agricultural innovation took place in Merrington in this period, for example, redistribution of land, the rise of a large estate and the introduction of new crops and rotations but it was entirely as a result of individual tenants' initiative. The security of tenure provided by beneficial leasehold and the demands of increased fines encouraged agricultural innovation, the profits from which enabled tenants to pay the increased fines.

¹. Turner, *Rent*, 14, Beckett J.V., 'Landownership and Estate Management,' in Mingay G., (ed.) *Agrarian History of England*, vol. 6, 590.

Section A. Some policy short comings in a changing world.

It is argued in this section that Durham Dean and Chapter were generally competent at protecting their existing estate with the possible exception of woodland but did not seize chances to innovate in agricultural estate management in the late eighteenth and early nineteenth centuries. The only continuing innovation of this period was the ever increasing use of professional officers as the Chapter recognised the need for expert and frequent valuations to protect their income as rental values rose. They had an active interest in the expanding industrial ventures especially of coal mining as together with other early nineteenth century they recognised the potential contribution to their income. Mines were let at rack rent but this was not extended to the agricultural estate.

From the 1750s Chapter estate management activities had increased considerably and with the ensuing decades the pace quickened; not however, as quickly as achieved by some progressive landlords. The Dean and Chapter did have advantages over some secular lords. They always kept record of rents paid and from 1660 of fines collected.² A quorum of the Dean and Chapter were always present when decisions were taken regarding estate management. By the 1790s the Chapter continued to meet weekly but only four canons attended to dispense routine business. The interests of the agricultural tenants were not ignored by the Dean and Chapter, for example, the Merrington manorial court continued to function into the nineteenth century fining tenants who had

². Becket, *Aristocracy*, 149-50, found Cumberland landowners who did not record rents and others who did not visit their estates regularly.

encroached on to others leasehold or freehold land and those who failed to fenced quarries.³

By the 1780s some of the limitations of the system of estate management developed by Durham Chapter were becoming apparent, for example, in 1794 the wood fund was greatly in arrears and its use to provide timber for repairs out-dated by new building materials. The Chapter like other landlords sold wood to supplement income or in times of financial crisis.⁴ Most of the sales were from outside the study area but reference has to be made to them as they affected the Chapter's reputation as a landlord. Considerable amounts of woodland were destroyed on the whole Cathedral estate. By 1803 the Chapter took advantage of the greater scope for investment available in the early nineteenth century and agreed to sell the leases of the wood fund farms, pay off the debts and invest any surplus in three per cent consolidated funds. Sale of more woods followed, but in 1813 Woodifield reported to Chapter that the market for timber was very bad and sales were deferred as was planting on Muggleswick common. The woods were no longer protected, although a woodman was appointed until 1840. Allowances in money had replaced timber for improvements on prebendaries' college and corps homes. Wood Fund money was invested in debentures and consols.⁵ The prebendaries were in 1809 allowed to borrow up to £600 from the Wood Fund for draining, embanking or enclosing their corps land at five per cent interest and two and a half per cent repayment of principal (raised to five per cent in 1814) borrowed. A few such loans were made after 1809. This was in stark contrast to the beneficial leasehold

³. CC DCD MAN/4/86, 17 May 1809.

⁴. For example, CA, November 1794,

⁵. CA., 28 September 1813, 20 November 1813.

estate where tenants were not offered loans as they were regarded as self-sufficient units.⁶ In the only documented case of a tenant in the study area, giving up a farm rather than selling on the lease, Wood Fund money was used to buy the lease: in 1834 £1,300 of stock invested from the Wood Fund was sold to buy the lease in Ferryhill of Jane Wilson's farm which from 1821 she had refused to renew. This was a period when because rents generally were high, farms were untenanted in many parts of the country. The tenant paid £200 in dilapidations which was used to repair the property together with £122.10s. of Chapter funds. The farm was offered for sale by public auction and bought by George Pickering in 1840.⁷

The mid-nineteenth century Parliamentary enquiries concluded that Chapter leasehold land was inferior to freehold in the planting of woodland. This was the only consistent criticism of Durham Cathedral estate management made by the Parliamentary committees. The reason could be that the Chapter reserved woods and underwoods to themselves and therefore there was no incentive for tenants to develop woodland. In response to the question what was the worst feature of leasehold land in 1838, John Gregson, a Durham solicitor replied that it was the lack of planting of wood. This resulted in pit props having to be bought in Scotland. Sir Robert Eden acquired the 100 acres of freehold land in Kirk Merrington and converted one third of it, nearly 36 acres, to plantations. It cannot be coincidence that out of all their 500 acres the Edens chose mainly freehold land to convert into woodland with only four acres on leasehold land. The 1830 survey of Kirk Merrington showed the same plantations so they were established before the insecurity affected cathedral lands after 1835. In Middlestone, there was no freehold and no woodland. Two acres of woodland in Westerton had been developed by George Tweddell on the freehold land. The Chapter agent, Davison, said the lack of planting was more because the smoke from the steam engines destroyed the

⁶. CA., 20 November 1809.

⁷. CA., 22 March 1834; St. Helen's 3A/1/1. Turner, *Rent*, 256.

new plantations. In this context, it is interesting that in Ferryhill, which was the most industrialised township, despite its 460 acres of freehold, there were only 4 acres of woodland in 1840, all of which was on the freehold. In Hett there continued to be 24 acres of woodland on the leasehold estate in 1840.⁸

The issue must remain in doubt but William Marshall did not believe the lack of trees in County Durham was the fault of the Church landlords. Marshall disagreed with Granger who completed the original survey of Durham for the Board of Agriculture. Granger supported the view that the nakedness of the landscape was because once planted the trees became the possessions of the Church land lord, whether Bishop or Cathedral. Marshall, in reviewing the original reports, said that the lands of the noblemen and gentry in County Durham were equally bare.⁹

By the late eighteenth century the Chapter recognised that an even greater variety of officials were needed to cope with the Chapter's increased estate activities. In 1777 Thomas Gibbon was appointed clerk of works. The setting of fines was largely the responsibility of the registrar who was a lawyer. Becket wrote that such stewards tended to be ignorant of agricultural practice but Bowlby, Chapter registrar in the late eighteenth century, had some knowledge, as was shown by his grant of a lease to one of his sub-tenants regulating agricultural practice in some detail.¹⁰ From 1780 Peter Bowlby was permitted to share his patent of registrar with his son, John. Chapter, in common with other landlords, were happy to see succession from father to son. The Bowlbys were self-employed and continued to work for other clients. Becket said the replacement of stewards with land agents, who were often part-time and worked for

⁸. Reports and Committees 1837-8, Report of the Select Committee on Church Leases, 1838, 161.

⁹. W.Marshall, *A Review and Abstract of the County Reports to the Board of Agriculture*, 1818. Granger, *Durham*, 47.

¹⁰. Becket, *Aristocracy*, 146.

other landowners, symbolised the growing professionalisation of estates in the early nineteenth century. The Chapter used a land agent by the nineteenth century but he was used to assess existing values of agricultural land, not to suggest ways of increasing the productivity of the land. Thomas Hogg, an independent land agent, viewed requests for wood and was bailiff of Merrington. Colliery viewers, engineers and a lead agent were used. Matthew Woodfield became clerk of works after Gibbon's death in 1796 and deputy treasurer and deputy registrar, new jobs to meet the volume of work. The prebendaries who held the titles 'treasurer' and 'receiver' no longer were involved in collecting and accounting on a routine basis.¹¹ Professional officials had replaced them.

On Woodfield's death the role was further divided, John Leybourne replaced him as deputy treasurer and deputy receiver in 1824 and Edward Fairclough became clerk of works. Thomas Davison was the surveyor. References remain in the Chapter Acts to him surveying all the properties that were in the course of renewal that year.¹² After Leybourne's death in 1837 the job was further divided. Samuel Rowlandson was appointed deputy treasurer and restrictions were placed on other work he could do, restrictions which reflected the wide-ranging economic activities increasingly available to the Chapter and its servants. Rowlandson was still allowed to work for the prebendaries on their corps lands, for Bishop Crewe's Trustees and for Messrs Pearson, Ebdon and Bamford, but he could not work for any other agencies or enter into speculation of railways, mines or banks without the consent of the Great Chapter.

¹¹. DCD Reg. 56A, ff.236-237. Becket, *Aristocracy*, 146. F.M.L. Thompson, *English Landed Society in the Nineteenth Century* (1963) 158, also stressed the importance of land agency and surveyors in the nineteenth century as part of the professional and managerial revolution in estate management.

¹². For example, CA., 24 March 1824.

William Chaytor worked as land agent for the Chapter valuing properties, setting fines and providing the Chapter with the funds they needed. Provision was also made from 1838 for working plans of all Chapter collieries to be made under the supervision of Mr. Boyd, colliery and lead mine agent. The Chapter was fully aware of the need to be seen to be fair in dealings with tenants so if their general agent had a personal interest in any property as proprietor, occupier, executor, trustee or steward that some other person should be appointed to value the property. Hughes, describing the episcopal officials of the late eighteenth century, similarly commented on their increased calibre. He said that Nicholas Hallhead, William Pye and William Emm were efficient civil servants unlike Gerard and Stapleton, 'the corrupt revenue farmers of the Restoration period'.¹³

There were serious administrative problems on the Chapter estate by the beginning of the nineteenth century. Perhaps because of the increased volume of other work, enrolling of leases in registers was again neglected by 1820. William Charles Chaytor took over as registrar in February 1829 and over one thousand leases had not been enrolled for the years 1817-23 and many more for other years and medieval documents were in poor condition. The labour to enrol the backlog would have been enormous. The decision to cease recording appears to have been by default. It is not recorded in the Chapter Acts and ninety per cent of pages in mid-nineteenth century registers are left blank.¹⁴ However, although blank registers hardly appear an efficient usage, the Chapter no longer really needed the enrolled copies. It was a requirement dating back

¹³ . CA, March 1812. Hughes, *North Country*, 329.

¹⁴ . For example Register 107 (1834-5).

to the statutes but outdated by changed practices of the nineteenth century. From 1793 the Chapter kept all counterpart leases for each property in separate bundles. Thus consultation was much easier than searching for leases in registers which covered the whole estate. The date of the next seven-year renewal was recorded on each counterpart lease. The Chapter did dry, clean and restore hundreds of damaged mediaeval documents and by October 1829 was able to restore them to the treasury which had been better equipped for storage.¹⁵

The Chapter did not respond quickly to change in the nineteenth century. New houses were built on Chapter land to accommodate the increased population but no new leases or assignments out of leases were recorded. This was in great contrast to their work in the early seventeenth century when the rent roll was increased by charging rent for new houses.¹⁶ In the nineteenth century the pace of change appeared too rapid for the Chapter to adapt. It was only in the 1840s under pressure of reform that the description of the properties was modernised and the acreage, description and a plan of the property was consistently included in the lease. For example, there were twelve of these assignments out of lease in Kirk Merrington alone in the 1830 survey which were not leased separately until the 1840s.¹⁷ Thus it was not until the 1840s under pressure of reform that a realistic appraisal was made of who actually was the proprietor of each house and farm.

Durham Chapter did not invest capital in their tenants' farms, for example to install drainage systems or for new farm buildings. Fine abatements were very small in

¹⁵ . DCD CA. 4 April 1829; 10 October 1829.

¹⁶ . See chapter one, 76.

¹⁷ . CC DCD 13637, 13638. For example the grant of part of Thomas Smith's farm to Thomas Henderson in 1844. CC DCD CL 386/228323. This was shown as belonging to Henderson in the tithe documents of 1840.

comparison with investments made by the leading progressive, secular landlords, such as Colk of Holkham who invested eighteen per cent of his gross rents in his estate in the 1790s and invested in thirty major farm building projects from 1790-1820. After the Napoleonic Wars when depression hit, some secular lords were investing twenty per cent of gross rents in improvements. At this time any abatements made by the Dean and Chapter of Durham did not match the outlay on some secular estates.¹⁸ However, many landlords invested so that they could increase rents which was did not apply to the Dean and Chapter as they did not use rack rent. The Dean and Chapter had no control over the selection of tenants and thus could not choose people who were likely to improve the land.¹⁹ In these ways the Durham Chapter estate administration fell behind the leading secular progressive landowners. Improvement, for example new farm building, was left to the initiative and control of the tenants, who did have the capital to invest. Even the increased fines and rents were well below the potential rack rent levels but increased fines meant tenants had to improve to be able to pay them.²⁰

Some corporate landlords made the change from beneficial leasehold system as the benefits of rack renting and landlord investments in innovations became apparent. Bendall, in her study of Cambridge rural estates, found the Collegiate landlords becoming more interested in their estates by the end of the eighteenth century and converting their beneficial leases to rack rents. St.Johns' College and St. Catherines' College started to lease at rack rents from the 1770s; Queen's College from 1785 and Gonville and Caius from 1816. However, many Colleges continued with beneficial

¹⁸ . Becket, *Aristocracy*, 179.

¹⁹ . For example, Parker, Colk of Holkham. Becket, *Aristocracy*, 178-9. Wordie, *Town*, 18. Cottis in Wordie, *Town*, 36.

²⁰ . Becket, *Aristocracy*, 175-6.

leases well into the nineteenth century: St. John's College only abolished beneficial leases from 1851.²¹ Bendall concluded that it was not until beneficial leases had been replaced by letting at rack rents that colleges could hope to gain a realistic income.²² Other cathedrals were still operating beneficial leases when they gave evidence to the mid-nineteenth century Parliamentary committees of enquiry. It would be interesting to discover whether any Chapters experimented with changes in tenure before they were forced into it by the 1851 Act dealing with episcopal and capitular estates and revenues. For most of the country the change was only taking place in the nineteenth century with one fifth to one half of land in most counties being rack rented in Victorian England. Thus it was only in the early nineteenth century that the gap between Cathedral practice and other landlords became very apparent. Rack renting could also lead to problems, for example tenants overcropping the land, but the real advantages of raising rents and evicting bad tenants were apparent to landlords by the nineteenth century. Leases of corps lands on behalf of individual canons were let at rack rent by the late eighteenth century and included husbandry clauses; for example only allowing two crops and a fallow.²³

Chapter industrial leases were let on rack rent which poses the question of why the Chapter continued with beneficial leases on their agricultural lands? Durham Chapter were not allowed to charge rack rents by their statutes for agricultural leases. The statutes did not cover rents for industrial leases. There is no evidence that the Chapter

²¹ . Howard, *Cambridge*, 179. Bendall, *Mapping*, 191.

²² . Bendall, *Mapping*, 191.

²³ . For example, DCD Thomas Gibbon's letter book 1787-93, 22 September 1787. A typical nineteenth century coal lease is 28 September 1824 for Ferryhill, CCD CD CL606/235367. Becket, *Aristocracy*, 184-5.

tried to change the statutes to facilitate change despite the fact that the system they were operating was increasingly anachronistic in a changing world. There is no indication from the surviving records that the topic was even discussed. The reason may be that Durham estate was large and provided adequate income. The Chapter recognised their tenants' rights. To have initiated a change would also have meant running out beneficial leases and consequent severe loss of revenue over a twenty-one-year period, combined with incurring responsibility for agricultural techniques and repairs under rack-renting for which they had not the staff nor the expertise.

Economic conditions in the French wars in particular led to innovations on progressive agricultural estates which distanced them from Durham Chapter estate administration. Progressive landlords increasingly controlled agricultural practice through lease clauses, together with short leases at rack rents, which were responsive to price changes and allowed bad tenants to be evicted. Then substantial and selective landlord capital investment promoted productivity. Tenancies at will on rack rents, terminable by six months notice by either side, gave landlords more flexibility in the face of boom and depression so the gap between Durham Chapter practice and other landlords widened. Rack rents meant that entry fines were not charged, but the tenant was charged an economic rent facilitating considerable landlord investment to control and promote improvements. The short term, rack rent leases usually contained clauses by the late eighteenth century regulating agricultural practice, for example crop rotations and the introduction of new fodder crops by Colk at Holkham. Many of the clauses had been recommended by agricultural writers such as Edward Laurence in 1720s and John

Mordaunt in 1760s.²⁴ Progressive landlords increasingly employed land agents empowered to enforce leasing covenants and promote agricultural progress, giving notice if necessary to unco-operative tenants. Progressive landlords' income was thus increased, regular, predictable and sensitive to periods of boom and depression. The Dean and Chapter made no attempt to do implement such policies on their agricultural estate. Their income was predictable as leases were renewed every seven years but it was not responsive to annual changes in farming fortunes.

In the war years and afterwards, the real financial problems with the renewal by fines system emerged. To match the increased values of their estates in the war years the fines demanded from tenants every seven years increased dramatically for example, from £65 in 1794 to £249 in 1815 for one 100 acre farm.²⁵ The fining system did not allow the flexibility to cope with short-term fluctuations, for example the high prices of 1813 and the depression after 1815. After 1815 fines stabilised at these higher figures. This was still less than what the tenants would have paid if rack-rented but it was a major increase and it had to be paid in a lump sum every seven years. The tenants protested especially when agricultural prices fell after the end of the Napoleonic Wars. After Davison became surveyor in 1824, there were tenants' protests about the increased level of fining. A tenant calling himself 'Justicia' wrote to the editor of the *Newcastle Magazine* complaining about the exorbitant demands made by the Dean and Chapter since the appointment of their new agent, and alleging that many tenants intended to leave their lands as a result.²⁶ Some 117 Billingham tenants protested at

²⁴ . Becket, *Aristocracy*, 188.

²⁵ . CC DCD 167098, f. 13.1.

²⁶ . DCL Longstaffe MSS 57B.

the high level of fines in the 1830s, petitioning both houses of Parliament in May 1834 for a certain fine and a return to the ancient custom of one years rent as a fine. The Billingham tenants complained that since 1790 the Dean and Chapter had increased fines 'in an unreasonably exorbitant degree and in an arbitrary manner'. Thus the system of renewal by fines lacked the flexibility to cope with the dramatic inflation of land values in the Napoleonic Wars and the subsequent depression of farm prices from 1813. Before 1774 the fine had been one years rent by 1834 the septennial fine and seal fees charged by the Dean and Chapter amounted to nearly two years rent. The tenants complained that a simultaneous decline had taken place in the value of agricultural produce since the ending of the Napoleonic Wars and that now the fines prohibited improvement and sale because of uncertainty about the amount and fear that it might rise still further. The Chapter responded by refusing to renew the leases of the petitioners: the value the tenants still recognised in their lands was shown by their response. On 21 July 1834 the Billingham tenants apologised for having petitioned and asked for their leases to be renewed. The Chapter agreed.²⁷ Thus administration of the beneficial leasehold system survived until 1840 but it was insensitive to the demands of a rapidly changing world.

Section B Nineteenth century Chapter estate income and national rent levels.

This section considers how Durham Chapter's return from their land by the early nineteenth century compared with that achieved by other landlords. It is suggested that by 1840 the Chapter drew a much smaller return from their beneficial leasehold estate than other landlords, leasing land for rack rent, received. However, to a certain extent this was balanced because the Chapter had far less need for day-to-day involvement in

²⁷ DCD CA. 21 July 1834; 20 November 1835; House of Commons Reports, Petitions no.4754, 1834.

their estate and so their costs were much reduced, although the total saving is not really quantifiable.

Assessment of agricultural land values in Merrington can only be made for the period from 1660-1840 when renewal books record rents and fines paid for each farm. The rent and fine series are particularly valuable as 1660 represented a fresh start with new leases for each property so the rents and fines collected represent the complete landlord's return from his land for the period. The starting point does not include any allowances for interest for renewing previous leases. The level of fines indicated estimated land values as the fines were based on the true value of the land and they thus show trends in land values from 1660-1840 as perceived by the Chapter. The level of fines showed little increase from 1660-1740. From the 1740s a steady increase began. The rent rises in Merrington were in the main in line with any information about rent rises elsewhere. John Beckett noted stable rents in the late seventeenth and early eighteenth century followed by a general increase in rents from about 1750 and the rapid rise from 1793-1815, independent of enclosure. A similar increase occurred on Durham cathedral estate where there was no enclosure at that time.²⁸ Becket in his study of the aristocracy as landlords wrote that dramatic rent increases occurred in some areas in second half of eighteenth century, for example, in Wiltshire where rents trebled from 1750-70, caused by high prices and enclosure. On the Alnwick estates in Northumberland rents rose sixty-four per cent from 1790-1820, with spectacular rises in the Napoleonic Wars to 1812 before the price fall of 1813. Many rents then fell in 1820s and rose again in the 1830s.²⁹

Fines in reality until the late eighteenth century were based on any information Durham Chapter could get about the rents which sub-tenants paid to leaseholders, with the addition of occasional valuations of specific farms by surveyors acting for the Chapter.

²⁸ . Beckett, *Agricultural Revolution*, 58.

²⁹ . Becket, *Aristocracy*, 196.

The Chapter then compared the other farms in the area with one which was sublet or valued and arrived at a value. From the late eighteenth century the Chapter were more businesslike and conducted their own surveys and valuations of the study area. The tenants generally renewed their leases every seven years or occasionally every four years. Sometimes renewals were late; occasionally they were early, usually after a change of tenant. The means of calculating fines up to the 1790s is clearly set out in letters from Peter Bowlby, who had retired as Dean and Chapter registrar, to his son who was then doing the job, about the renewal of his Moorhouse and Town End farms at Ferryhill. From 1774 the Chapter were charging one and one quarter year's rack rent at renewal after seven years lapsed. In 1787 Bowlby totalled the five rents paid by his five sub-tenants to £88.7s.41/2d. added assessments at 1s. in the pound making £92. 15s.9d. He took off the outrent £5.2s.6d. added one quarter to arrive at the fine which was charged of £109.11s.6 3/4d. In 1794, similarly, Bowlby wrote that the Moorhouse farm ought to be renewed at the next sealing, November 1793. The farm consisted of 100 acres at 10s per acre and it was let together with 45 acres of Town End Farm (renewable in July 1794) at £78 per annum to Jonathan Harrison) for six years from Mayday 1789. Bowlby considered that the proportionable rent of the Moorhouse farm should be £52 and the Town End farm £26, as the Town End farm was better ground but did not have any buildings belonging to it. Bowlby calculated the fine: £52 yearly rent, plus assessments of one shilling in the pound proportional for the tenement less the outrent £1.16s.10 1/2d., which gave £52.15s.1 1/2d; he added one quarter and calculated that the fine payable should have been £65.18s.10 3/4d. Bowlby also proposed an alternative: if the Chapter wished to rate all the 145 acres the same, the fine should be £68.4s.0d. (at 10s.9d per acre) but then the Town End farm fine should be adjusted to £24.3s 0d. The Chapter accepted Bowlby's first offer of £65. 18s.10 3/4d.³⁰

An example of a surviving valuation of one Chapter farm from the mid-eighteenth century (1768) was that of James Dunn's farm at Middlestone. This had 43 acres of

³⁰ . CC DCD Renewal's Book 4 and Loose Papers relating to it. 235426 1/2, 235426 2/2.

pasture and 66 of arable, comprised of wheat and oats; and was valued at an average of £0.62p per acre. The valuations ranged from £0.25 per acre for arable lands on the moor to £1 per acre for the better pasture land.³¹ In addition the Westerton survey of 1769 had an estimated valuation of each farm unit on the front cover. The average value was £0.5 per acre. The range was from £0.87 to £0.23. the two large farms of about 250 acres both had an average valuation of £0.52. the two smaller farms had a wider range. Rev. Smith's 86 acre farm was only valued at an average of £0.25 per acre which was attributed to abuse by ploughing too much. James Dunn's 23 acre holding was valued at £0.86 per acre.³²

From 1790-1830 Matthew Woodifield and Thomas Davison carried out new surveys of Chapter properties determining the value of each individually for the first time when they were due for renewal. Many counterpart leases of this period contain Woodifield valuations relating to the property, almost 100 years after Coke of Holkham ordered that surveys and mapping were to be carried out at each renewal.³³ These valuations are linked to the new series of renewal books called notitia books dating from the 1790s.³⁴ All viewing and regulating of the collieries was done by professional viewers. The surviving records of Woodifield's and Davison's surveys are far from comprehensive existing only for some farms in five of the townships and for some years from 1797-1800 and 1824-1827. Accepting these limitations, they show an average value per acre for grass in 1800 of 0.77p, wheat 0.66p, oats 0.65p and fallow 62.5p. By 1825 the values per acre had roughly doubled: grass 164p, wheat 120p, oats 114p, fallow 125p, clover 136p. There were very few values of acres of turnips and potatoes; those that existed in 1825 gave a value of 163p and 175p respectively. The most noticeable thing about values per acre was the range of values for each crop in both chronological periods. In 1800 valuations for each crop ranged from £2 - 0.35p

³¹ . CC DCD Renewal Book 4, 259A.4.

³² . CC 13671.

³³ . Parker R A, *Colk of Holkham*, 7.

³⁴ . DCD CC Notitia Books, 167098-167103.

per acre and in 1827 from £3-4 per acre to 0.3p. This compares with Bailey's statement that the best grazing land in the county was let at £2-3 per acre in 1810. In 1825, the highest values of £4 and £3.25 per acre were for pasture land and wheat and oats in Ferryhill and Kirk Merrington but the lowest values were also for grass. Value did not appear to relate much if at all to the crop, but rather to the intrinsic value of the land. The old open fields, recovered from over cultivation attracted the highest values in all the townships and moorland the lowest. The Wellfields in Kirk Merrington and Ferryhill attracted the highest values in both time periods.³⁵ The values from Merrington are only slightly less than Beastall found on the Lumley estate in Durham in the 1840s. For the eleven sizeable holdings at Lumley in 1845, the average rent was £1.40 per acre.³⁶

The value of the land in the different townships varied considerably. A valuation of Mr Kirton's farm lands at Ferryhill in 1820 by Woodfield was an average of 0.84p per acre. Most of the fields whether grass, wheat or oats were valued at £1 per acre but the average was reduced by a few poorer quality fields valued at 0.50p per acre and 0.75p per acre. A similar Woodfield valuation of Mr Davison's lands at Westerton in 1820 averaged £1.57 per acre. Some of the grass and arable land at Westerton was valued at £3 per acre, others were valued at £2 or £1.50. The lowest was 0.40p for furze. A valuation of Miss Burrell's mixed farm of 1820 survives. The average value per acre was £0.73p. All the land growing wheat and oats was valued at £1 per acre and the grass and fallow at £0.75p per acre.

An attempt has been made to estimate the total return to the Dean and Chapter of Durham from their agricultural land from 1660-1840 in rents and fines and to assess how their return compared with national rents received. The rents and fines of the forty-

³⁵ . CC DCD SVT 2, 13, 14, 15; 167053a, 167054 1/2, 167054 2/2. Bailey, *Agriculture*, 69.

³⁶ . T.W.Beastall, *A North Country Estate: The Lumleys and Saundersons as Landowners 1660-1900*, (1975) 140.

eight farms have been used, from which the Dean and Chapter collected £29,954 in fixed rents and £100,985 in fines between 1690 and 1840.³⁷ The total amount of fines in Merrington increased twenty-two per cent in the 1780s over the 1770s. In the 1790s there was only a five per cent increase but the biggest increase in income came from 1801-10 when the revenue from fines was fifty-two per cent greater than from 1791-1800. This was the decade when new crops and rotations were introduced into Merrington but it was also the decade when war caused very high agricultural prices. Assessing the relative importance of each in rental rises is not possible from the source material. In September 1810, as a result of the boom of the war years, the Chapter decided to charge one and a half year's true value of the farm for renewing after seven years, which allowed the tenant nine per cent interest on his money. This was reflected in the thirty-nine per cent increase in revenue in the years 1811-20 over 1801-10: sixteen per cent of this increase was the result of the increased level of fining. From 1821-40 the rate of increase slowed down considerably: to ten per cent in the 1820s and almost nothing in the 1830s, a period of agricultural depression after the wars. In the last decade of the study period, the 1830s, fine revenue averaged £1477 per annum or some nine times the fixed income, showing a dramatic shift in the Chapter's source of revenue.³⁸

To calculate what this level of fining represented in rental values, the sums collected in the last thirty years of the study period have been reduced by one third, to remove the effect of charging the extra half-years value. The average sum of fines per decade for 1811-40, at one years true value of the forty-eight farms would have been £9527.24 as opposed to £2285.72 for the average sum per decade for the years 1671-1700 at the beginning of the recorded fines or some four times greater reflecting increased agricultural productivity. This indicates that rental values in Merrington had increased four-fold between the late seventeenth and the mid-nineteenth centuries with most of

³⁷ . CC DCD Second Renewals Book, 245. .

³⁸ . CC DCD Renewals Books 2-4, Notitia Book 1, C. A. 20 July 1774, 28 September 1810.

the increase coming from the 1770s-1820, when some of the increase was attributable to the increased market from industrial enterprises in the area and to high wartime prices. Enclosure in Merrington had been completed long before this period so this was not the cause of rising land prices. The market in land was much greater from the mid-eighteenth century. By treating the last thirty years fines total in the same manner as the last thirty years of the seventeenth century one can make an estimate of average agricultural rental value per acre by 1840. Taking off one third of the total sum of £42,873.6 for fines from 1811-40 and dividing by four for the number of times each farm should have been renewed, gives an average rental value per acre of £1.27p for the years 1811-40: values would be slightly higher by 1830 than 1811 reflecting the ten per cent increase in that period. This correlates very closely with some valuations of individual farms by Davison which survive from the 1820s.

However, the Dean and Chapter made no attempt to realise potential rental values in rent and fines received. The actual amount collected by the Chapter in fines per decade had increased six-fold between 1671 and 1840 but the total return including fixed rents had only increased four-fold in that period when Turner, Beckett and Afton suggest national rents had increased more than seven-fold.³⁹ Over that period the return per acre received by the Chapter had fallen from one half to just over one quarter (28%) of the average rent per acre in England. The actual average return on the Merrington estate of 5480 acres for the Chapter from 1811-30 was £1429.12 in fines and £166.4 in fixed rents, some £0.29 per acre (5.8s.), compared with the English national average of £1.01 per acre. Over the period studied both by Turner, Beckett and Afton and this thesis (1690-1840) the national average rent received was £0.48 compared with £0.14 for Merrington so national average return to the landlord averaged 3.5 times as much as was collected by the Dean and Chapter of Durham.⁴⁰ Against this must be set the fact

³⁹ Turner, *Rent*, 309-12.

⁴⁰ Merrington average rent per acre was the total fines and rents, 1690-1840 divided by the acreage and years lapsed.

that Durham Chapter were not responsible for investment in their estate and thus did not need the range of officials to allocate and assess investment. Quantifying what this meant for the Dean and Chapter would be very difficult but it is not likely to bridge the gap between the thirty per cent of English average rents collected by the Durham Chapter. William Marshall commented on Durham that the growing season was short and the climate was unsure.⁴¹ Nonetheless the Dean and Chapter could have gained a much higher return if they had rack-rented their lands like more commercial landlords. The 5480 acres over thirty years at £1.27 per acre would have allowed the Chapter to collect £213,817: in fact they collected £42,873.6 or nearly five times less than they could have collected. Bell estimated in 1856 that rack rents would have increased Durham Dean and Chapter annual income by almost three hundred per cent. However, the Dean and Chapter were tied to their Statutes and did not have the opportunity to annul leases through parliamentary enclosure which benefited many private landlords who themselves had previously been tied to fixed rents. Durham Chapter considered they provided enough for their own needs but the government realised there was unexploited potential which could help to meet the costs of churches elsewhere.⁴²

Section C. Chapter support for expanding industrial development in Merrington.

There was a considerable discrepancy in Dean and Chapter attitudes towards agricultural and industrial leases in the nineteenth century. The traditional attitude to managing the agricultural estate was maintained while the management of the exploitation of industrial assets became increasingly commercial. The Dean and Chapter, in common with other landlords in this period, became aware of the increasing

⁴¹ Marshall, *Review and Abstract*, 117-155.

⁴² Wordie J. R., 'The Chronology' 483-505. T.G.Bell, 'A Report upon the Agriculture of County Durham', *Journal of the Royal Agricultural Society*, 17, (1856) 96.

value of coal for their income. Coal leases rapidly increased in value in Merrington in the early nineteenth century. The Chapter recognised the value with detailed, regulatory leases and rack rents. Industrial development in Merrington was not on the scale of Whickham and did not destroy the agricultural environment in the way that Wrightson and Levine discovered at Whickham. Industry and agriculture in Merrington continued to complement each other even in the nineteenth century. Evidence to the parliamentary committees from the 1830s indicated that agricultural land near to industrial enterprises was valued higher than the rest because of the market.⁴³ All of the industrial development of Merrington is considered in this section as it was only from the late eighteenth century that industrial rents became more than a small fraction of the return on agricultural land.

The study area was not at any time in the early modern period a solely agricultural community but until the late eighteenth century agriculture dominated the local economy. Under the soil were the natural resources of limestone and coal, the rights to which were owned by the Dean and Chapter but leased out in the sixteenth, seventeenth and early eighteenth century mainly to the agricultural tenants. From the late eighteenth century the trend was to lease mining rights to professional operators. The Chapter became increasingly aware of the commercial value of coal mining and later of wayleaves for railways, both for freight and for passengers. Leases were adapted to give full financial benefit to the cathedral. For example, an undated letter by the Chapter land agent of about January 1838 revealed discussions about a new clause for all leases to reserve rights to the Chapter for all wayleaves for all purposes so that they

⁴³ . In contrast of the findings of Levine and Wrightson in Whickham. Levine, *Whickham*, ix.

could benefit from the landlord's profits arising from the construction of railways for freight and passengers.⁴⁴

From 1541 the limestone and coal allowed the tenants to build and repair their own houses, to heat them and to burn lime for conditioning their soil. There were occasional problems between the industrial and agricultural leaseholders but often they sustained each other and for some of the period the same tenants were responsible for both ventures. These extractive processes could be detrimental to agriculture both because of the disruption caused by the mining itself and the transport of product. This problem increased as mining and quarrying became larger-scale and led to some conflicts between agricultural and industrial tenants. However, for many agricultural tenants the disadvantages caused by disruption were more than compensated for by the availability of a very local market for their produce. Certainly by the end of the study period, tenants had appreciated this advantage. John Gregson, a Durham solicitor, said tenants would pay a higher rent for lands near a colliery as they would have an easy sale to the colliery and railways of hay for the horses, milk and butter to the workers.⁴⁵

Limestone rights in Merrington were leased for the first time in 1666 when the Chapter let the rights to limestone under the lands of all the Dean and Chapter tenants of Westerton, Middlestone, Kirk Merrington and Ferryhill and the right to burn the lime in kilns for £2 per annum to Thomas Wright of Windlestone. This lease was to cause a dispute between landlord and tenants. Wright was succeeded as tenant by Dr Wharton, who in turn, sold the rights under the lease for Ferryhill to Robert Dunn in 1691. The tenants of the Dean and Chapter were permitted by the lease to take stones for building and repairing their houses but they had to pay Wright a reasonable price for them. These leases provoked a dispute with the rest of the tenants of the four townships who objected to having to pay for stone and lime which they had previously freely quarried

⁴⁴ . William Charles Chaytor letter book 1836-39, January 1838.

⁴⁵ . Reports and Committees 1837-8, *Report of the Select Committee on Church Leases 1838*, 161.

and burnt for themselves. They also objected to new ways of quarrying and the damage from digging for limestone. The tenants asked the Dean and Chapter to run out Wright's lease and offered to pay for the lease themselves and quarry limestone from their own fields. Petitions by the tenants of Ferryhill and Westerton and Middlestone have survived. The quarrying and burning of lime was a substantial operation in Ferryhill. From 1693 Robert Dunn had sublet his rights in Ferryhill and over the succeeding eleven years he received £125 in rent from them plus he made £80 by selling lime. Dunn's accounts listed expenses of £92 for interest on the purchase price, rent and building kilns. Dunn was accused by the other Ferryhill tenants: John Howe, John Brass, William Pearson, George Wood, of causing damage by his quarrying and putting animals at risk which fell into his quarries which they alleged were inadequately fenced.⁴⁶ From Westerton in 1698, Timothy Liddell, tenant of one half farm complained about Dr Wharton working stone quarries under his Limekiln field and asked for compensation for spoiling of his ground. Liddell petitioned again in 1702 and 1703 against the new lessee of the quarries and limekilns, William Farrow, for damage to his land. The Chapter viewed the damage and ordered William Farrow to pay Timothy Liddell £2.50 compensation in 1703 and £1.25 in 1704.⁴⁷ The rights to quarry and burn lime continued to be let to outsiders in Westerton. From 1762 a quarry in Westerton, in the middle of the road from Westerton to the turnpike road running from Durham to Bishop Auckland, was leased to Nicholas Hallhead of Durham for 5s per annum rent. The land involved was 180 yards by 36 yards. The lessee had to leave room for the Dean and Chapter and the tenants to pass and had to repair the road for carriages. They had to rail and fence off the holes and fill in the holes as soon as they were no longer needed. The survey and map of 1770 showed a quarry in the road leading from Westerton main street to Westerton toll bar. The lease continued in this farm until 1824, by which time it was held by Thomas Henry Faber of Bishop

⁴⁶ . DCD Reg. 16, f.330. CC DCD LP, Box 10. After the incident with the cow, Dunn claimed it was unsteady on its feet because it suffered from the 'sturdy'.

⁴⁷ . DCD LP, Box 10.

Auckland in trust for the Bishop of Durham and its purpose was mainly to provide stones for repairs at Auckland Castle.⁴⁸

The tenants of Ferryhill protested so loudly that for much of the eighteenth century, the Chapter allowed them to operate a dual economy. From 1731, leases were granted to the tenants of the agricultural land, allowing them to quarry and erect kilns on their own land. The tenants of nine of the fifteen farms took out such leases which lasted until the end of the eighteenth century. The fines were worth £250 to the Chapter in total between 1731-99 and the rents about £65. Two small quarry leases continued into the nineteenth century worth only £2-3 p.a. rent with no fines. By 1850 a lease was granted of all of Ferryhill.⁴⁹

In Middlestone from 1729, there was a mixture of both systems. The rights to quarry under all the lands of Middlestone and build kilns were let to William Forster from 1729 for 7s.6 $\frac{1}{2}$ d per annum rent. Tenants had the right to as much stone as they needed for the building and repair of their houses but they had to pay the tenant of the quarries a reasonable price for working the stones. Similarly, the tenants were to have as much lime as they needed and to pay the quarry tenant 3 1/2d. per bowl. This lasted until 1813 when James Dunning's lease expired and he took out a new one in which the small renewal fines were abandoned and the rent was increased to £12 per annum. However, from 1729 the tenants of three-eighths of a tenement at Middlestone were granted leases to a quarry at Hallheads for their own use with full power to work as much stone as they needed and to burn lime. For this the tenants paid a small additional rent of 1s.8d rent and renewal fines of around £5. Between 1650 and 1770 the tenants built a new farmhouse at Hallheads but there is no surviving documentation to prove that the stone came from their own quarry. They continued to have a farmhouse in the village centre as well. The last lease of this quarry was in 1797. The 1773 plan of

⁴⁸ . DCD Reg. 43, f.323; CC CL 445/230440.

⁴⁹ . CC DCD Notitita Book, vol. 1, ff.187 and 199.

Middlestone showed Hallheads as a large quarry just north of the village, occupying two acres and worked by the farmer, George Longstaff.⁵⁰

There was less quarrying in Kirk Merrington but the tenants of four of the farms were granted leases to quarry and burn lime between 1726 and 1794.

The mineral leases became increasingly commercial at the end of the eighteenth century and into the nineteenth century as the Dean and Chapter realised their value. Mineral leases developed after the statutes and no rents had been set down for them so they could be let at rack rent. A new type of lease was created for Westerton quarry in 1839 when the quarry was let to Henry Dowson, a Bishop Auckland builder. From 1839 Dowson had to pay £30 rent for up to five postmen working at the quarry, over five he had to pay an extra £6 per person working. The Bishop had to pay £6 per annum to Dowson per man who was employed to provide stones for Auckland. The Dean and Chapter were entitled to twenty tons of stone free of charge which their tenants could use for repairing their houses and for use in coal mines.⁵¹

The major extractive industry in the study area involved mining for coal which was essential for lime burning. Extraction of coal in the study area began long before 1541. Campey found that tenants sold off carbon rights in their lands at Hett from the late thirteenth century and mined in Ferryhill from the fifteenth century. Mining for coal in Merrington continued throughout this study period and beyond. In 1562, Thomas Ferry was granted the rights to mine for coal in the whole of Ferryhill and Hett. His basic rent was to be £20 per annum for each pit sunk. The number of hewers of coal he could use was restricted to protect working duties in the open fields. Each hewer had also to do his accustomed days in the open fields. The Dean and Chapter was to provided

⁵⁰. DCD Reg. 27. f.94; 28, f.114; 32, ff.192-3; 35, ff.264-5; 36, f.110;40, f.153; 45, ff.89-90; 50, f.152; 54, f.93; 56, f.25; 59, f.46; CL 392/228578-9; CL 395/228689. CC DCD Renewals Books 2-4, and Notitia Book 1. SVT/VA6.

⁵¹. DCD Reg. 23, ff.15-6; 43, f.323; 53, f.117; 65, f.163; CL 445/230440-1.

wood, timber and wands and wickers from the woods at Aycliffe and Hett. Thomas Ferry died the same year but left the pits to his wife and eldest son to pay his debts and support the rest of his family. If his wife was to remarry his two eldest sons were to have the pits. When the lease was granted again in 1580 to Godrey Wilson, the area for digging was restricted to the share of Spennymoor pasture, pertaining to Ferryhill and Hett and to Yorkfield belonging to Tudhoe. This lease continued in existence until 1642. After 1660 the Dean and Chapter adopted a different policy regarding mining coal and granted leases to its lessees of the land to mine for coal in their own lands.⁵²

In the late seventeenth and throughout the eighteenth century there was a dual economy in Ferryhill of farming and mineral extraction as rights to mine for coal in their own lands were granted to the agricultural tenants. This for a while largely solved the problems of conflict over agricultural and industrial usage. Leases to dig pits for coal were granted to tenants of twelve of the cathedral's farms entitling them only to dig in their own farming lands. (The rights to mine may have been sublet by the tenants or entrusted to a manager the evidence for either course does not survive.) The first of these leases had been granted in 1671 and the last in 1822. Four of these leases were only granted once but of the others the average number of years during which each lease was renewed was 75 years. From these leases the Dean and Chapter collected at least £431.42 in rent and £506.5 in fines over the 158 years or an average of about £6 per annum. The figures may be slightly more as it is frequently not stated when the leases were surrendered. The beginnings of industrial development were already evident in the 1765 survey of Ferryhill. Two colliery lease were recorded: one on Sir Onesiphorous Paul's farm and one on Mrs Pemberton's and one lease of a lime kiln. One other site for the extraction of lime on Thomas Wood's farm is mentioned and another lime kiln on Isaac Wilson's farm.

⁵². Campey, 'Medieval Settlement Patterns', 33. DP, Thomas Ferry, 1562.

Coal mining innovation and expansion in Merrington in the nineteenth century was the product of much larger-scale capitalist enterprises. Leases of coal throughout the study area became increasingly detailed by the end of the eighteenth century reflecting the increased complexity and much greater yields of the industry and the Chapter's recognition of a very valuable source of income. For example, Westerton colliery lease became more wide-ranging in 1783 when an additional charge was made of 7d for every score of corves, computing 21 corves of coals to the score: each corf was to contain ten pecks Newcastle coal measure. At the same time the clauses of the lease were much extended no longer just giving permission to create coal pits, with way leaves but requiring the lessee to keep accounts to present to the Dean and Chapter every six months. The lessee also had to maintain pillars to keep the pit in good order. The Dean and Chapter had the right to inspect the accounts and the mines at any time, descending the pit shafts by rope or other engines. An even more detailed lease was granted in 1794 to James Dunning of Bishop Wearmouth for all the coal under the ground in Middlestone.⁵³ Fixed and proportional rents were charged as was common practice in north-east mining leases. Dunning paid a rent of £40 per annum, which allowed him to mine 1,200 scores of corves of coal. Above that he was to pay 8d for every score of corves mined. There is no surviving evidence of fines as well as rack rents being charged for Merrington coal mines but it is possible that this did occur.⁵⁴ Dunning had to give six months notice of intention to terminate the lease and would be given three months after the end of the lease to remove gins, timber, engines, fire engines, rollers, ropes, unless the Dean and Chapter wished to buy them. He was allowed coal for his fire engine without paying the Dean and Chapter. From 1824 the Dean and Chapter adopted a different policy letting all the rights to coal mining in Ferryhill to John Rountree for £150 per annum plus 'overs'. This lasted until 1831

⁵³ . Probably a man with mining experience from the Wear coalfield.

⁵⁴ . M.W. Flinn, *The History of the British Coal Industry. Volume 2, 1700-1830: The Industrial Revolution* (1984) 45, 47. Flinn (47) reported that Hughes found large fines were charged at septennial renewals of coal leases. The Northumberland notitia book (CC DCD 167101) ff.105,110 records leases and rents of nineteenth century Merrington coal leases but no fines were recorded.

when the minimum rent was increased to £250 per annum. Thus the profits to be made from the exploitation of minerals under the soil soared in the nineteenth century. The investment was worthwhile for the entrepreneur as the twenty-one year lease gave him security of tenure.⁵⁵ In 1833 Christopher Mason of Chilton was granted the right to mine coal under Middlestone, Kirk Merrington and Westerton. Mason had to pay £200 per annum for the first seven years and £250 for the residue of the twenty-one-year term. This led to the development of Leasingthorne Colliery (see figure 4.10) and supporting railway link. The coal from Leasingthorne was claimed to be of first-rate quality and was sold to London and the coastal markets. The Chilton Railway and main branches of the Clarence Railway were built to link this colliery to Hartlepool for sale of coal. The local market for coal included Stockton, Darlington and the North Riding of Yorkshire. After Mason's death in 1836 Leasingthorne was sold in two parts by his executors. The new owners then acquired a new lease from the Dean and Chapter. From 1838 all the rights to coal under Westerton and Middlestone were let for twenty-one years to Nicholas Wood for £400 rent in the first year, £600 in the second, £900 in the third to seventh and £1000 per annum from the eighth to the twenty-first years. The increasing values reflect the national picture where from 1700-1830 output increased tenfold. John Buddle estimated that it cost between £15,000 and £150,000 to open a pit in the north-east in the 1820s.⁵⁶

Coal leases in Hett became very detailed by 1825 when Henry Blanchard was given permission to build workmen's houses, engine houses, machines, storehouses roads, coal or coke way, wagon way: he had to allow others to use his wagon ways provided their wheels were the same and to allow others to build wagon ways which joined his. The rent covered 150 tens of coals where a "ten" was 432 bolls of coal, each boll containing thirty-six gallons Winchester gallon. Blanchard had also to pay 21s for every ten of coal used to fire his own 'fire engines'. Blanchard's rights on leaving and

⁵⁵ . Flinn, *British Coal*, 43.

⁵⁶ . Eden Deposit 1938 90, B/36. Becket, *Aristocracy*, 211, 216.

arrangements for removal of equipment and housing or sale on to next tenant were clearly specified.⁵⁷

In Kirk Merrington, there had not been the individual grants of mining rights but in 1833, the rights to all the coal under Kirk Merrington was granted to Christopher Mason, together with the rights in Middlestone and Westerton for £200 per annum for the first seven years rising to £250 for the eighth to twenty-first years.⁵⁸

Railways had been built through Ferryhill, Chilton, Middlestone and Kirk Merrington by 1840. The Durham Branch Railway ran north-south through the eastern edge of Ferryhill and Chilton, from it branched the Byers Green railway which ran west across Ferryhill and the north-eastern tip of Kirk Merrington to Spennymoor.⁵⁹ The Chilton Branch railway extended west across the two Dean and Chapter farms in Chilton to Leasingthorne colliery in Middlestone and a branch from it to Westerton was under construction in 1840. This branch eventually led to a new Westerton colliery, south of the village in the 1840s. Figures 5.1 and 5.2 show the extent of industrial development in the study area by 1840.

The commercial diversity of Ferryhill was also developing by 1840. Sir Onesiphorous Paul had been succeeded by Sir George Paul as lessee of the three farms in Ferryhill. These farms were sold in 1828 and divided into six parts. On one of these fronting the road to Durham about half a mile north of Ferryhill was a pub and brewery and offices with yard and stables. The beginning of Ferryhill as a commercial centre was apparent from the mid-eighteenth century. There were twelve extra houses developed in the main street in the mid-eighteenth century, eight were built on leased land which was

⁵⁷. DCD Reg. 16, f.610; 36, f.159-161; CL 351/227108; CL 606/235371. By 1857 the rent had risen to £500 per annum.

⁵⁸. CC DCD Notitia Book 167101, Northumberland. Notitia Book, Durham 1.

⁵⁹. The Dean and Chapter opposed some railway development before 1840. R.S. Abley in his account of 'The Byers Green Branch' (DCLHS, 1975, 16) recorded Chapter opposition to railway construction across their lands.

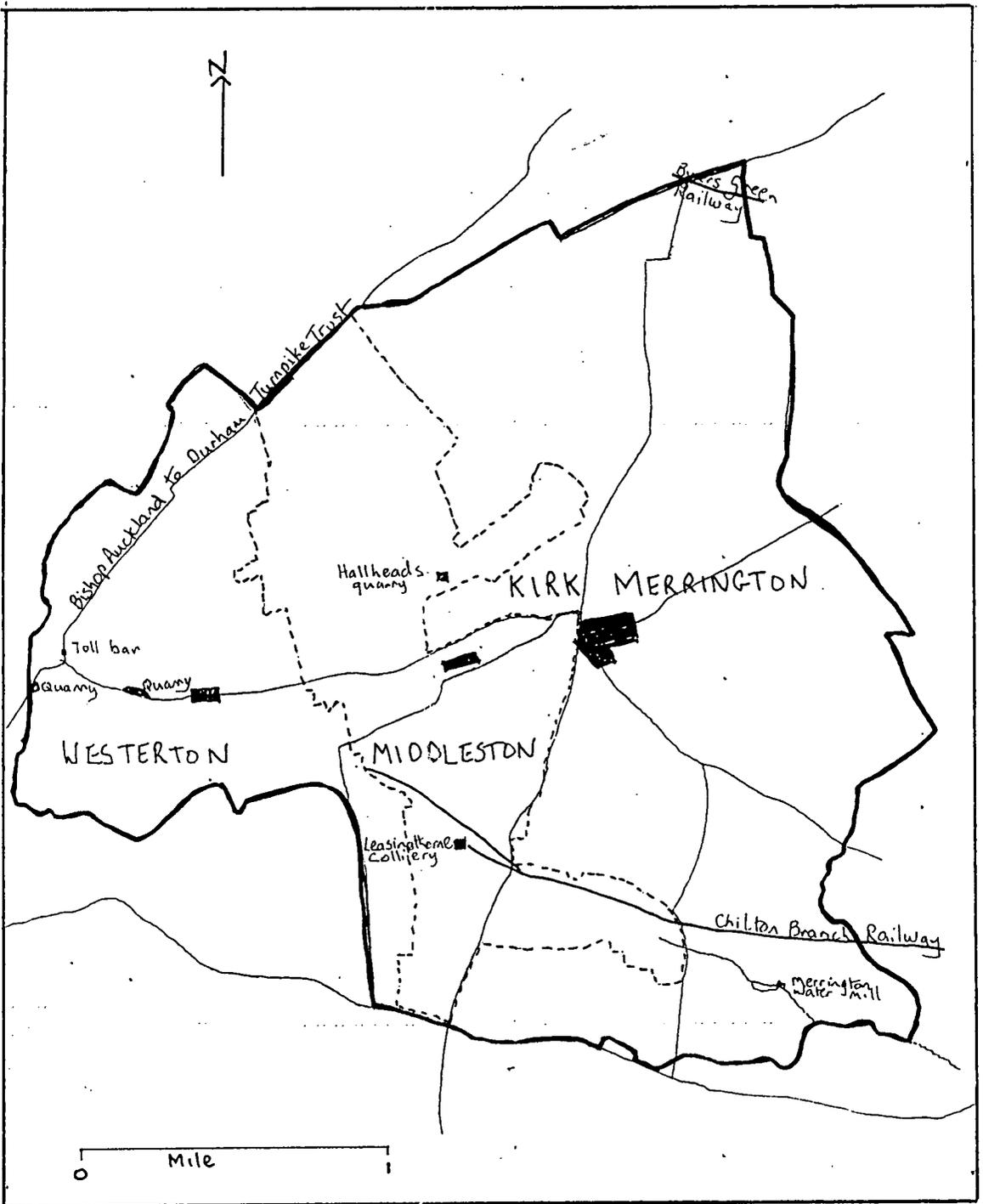


Figure 5.1 Industrial development in Kirk Merrington, Middlestone and Westerton by 1840.

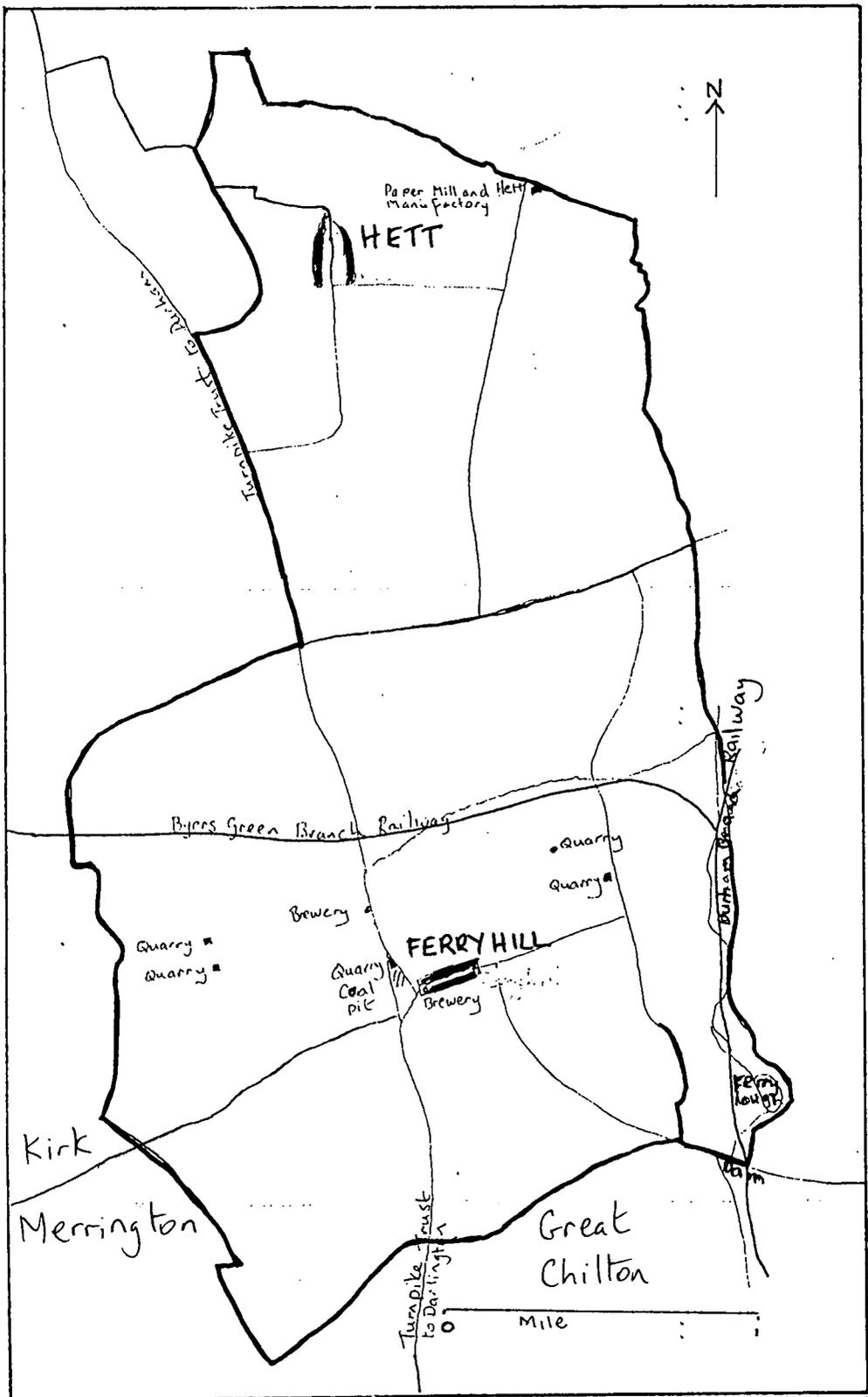


Figure 5.2 Industrial development in Ferryhill and Hett by 1840.

assigned to local tradesmen by the Dean and Chapter tenants and four were built on the waste in the centre of Ferryhill. The four on the waste and two of those from leased land resulted in new leases being granted, the remaining six continued to be let as assignments out of the main lease. The tradesmen were two cordwainers, two blacksmiths, a butcher, a carpenter and a brewer. Further developments happened rapidly. Twelve houses were built on Richard Smith's tenement in Ferryhill main street by 1773, used as shops mainly, and rented with the main lease from the Dean and Chapter.⁶⁰ By 1840 there were sixty-one single or groups of houses and shops and public houses developed on the leasehold plots in the centre of Ferryhill. Most of these were parts of a bigger leased unit. In 1840 there were forty-six leased units, of which eighteen were separate leases of houses, shops and pubs. There was no evidence at all of depopulation but as a developing commercial centre, Ferryhill had alternative trades to farming available. There were a total of nine pubs some leased as a part of bigger units. The Clarence railway occupied 23 acres, and a quarry and coal pit a further 9 acres.

Industrialisation in Hett led one tenant to regulate water supply in his will. James Cook left his water corn mill and paper mill to trustees in 1807 who would eventually sell them. In the meantime the trustees were to ensure that the water supply which served both mills was to be used by the corn mill between 7pm and 2am and the paper mill after 2am. The outline of the mill race supplying the two mills still survives and is shown in plate 2.7.⁶¹

Merrington in 1840 was still primarily an agricultural area but industrial use was rapidly catching up. In the 1830s the annual value to the Dean and Chapter of the industrial leases amounted to about forty per cent of the agricultural return in fixed

⁶⁰. DCD Registers 44 ff.249-250, 384-5, 393; 46 ff.264-5,267,276; 49 ff.83-4, 50 ff. 203-4. CL 161/26349, CL 168/263730. Fourth Renewals Book, f.243A.1.

⁶¹. DP, James Cook 1807.

rents and fines and there was the potential for the industrial rents, by 1840 all established on a rack-rent basis, to overtake agricultural returns for the area. Population in the study area increased by twenty-seven per cent in the one decade of the 1830s as men moved in to mine. The male population of Ferryhill, the main industrial centre, overtook female for the first time in 1841. When the Dean and Chapter had to enfranchise or buy out their tenants interests in the mid-nineteenth century they retained virtually all of Ferryhill because of the value of the mineral rights and accompanying commercial development and the very local market for dairy produce, hay and other farming products, which their agricultural tenants appreciated. Whereas Middlestone, where there had been the little economic change, was almost entirely enfranchised to tenants, as was most of Kirk Merrington, except for three farms and a part farm which adjoined Ferryhill. Most of Hett and all of Great Chilton was enfranchised to the tenants. It is not clear what happened to the all the Westerton farms. The major development of Spennymoor in the land belonging to the north of Kirk Merrington and Ferryhill was still to come, beginning seriously from the 1850s.⁶²

Section D. First doubts about the security of beneficial leasehold and the changing nature of tenants.

Beneficial leasehold tenure remained unchanged in the nineteenth century but tenants had an even wider diversity of occupations and sub-tenanted even more of their farms. Tenant right was claimed by tenants throughout the history of the cathedral estate but the first doubts about tenant right and security of tenure appeared in a few wills of the 1830s. All tenants' wills from the sixteenth century to about 1830 demonstrated their security of tenure and right to leave their property to whomsoever they wished. Fifty-two out of the 325 tenants' wills in this period actually put this bequest into words and left 'the residue of a certain term of years and all my right and benefit of renewal' as part

⁶² . 1851 census.

of their bequest. Before 1830 none ever doubted that their leases would be renewed to the person of their choice. The first doubt crept in the 1830s in three Ferryhill wills. The wills of Thomas Bowlby 1835, Jennet Joplin 1837, and George Coates 1832; used new wordings that their heirs should 'use their best endeavours to renew their leases and obtain new leases' and do 'every act that shall be requisite and necessary to attain new leases from the Dean and Chapter'. This doubt appeared to arise from the Government enquiries discussed below. This doubt was not expressed in all wills in the 1830s despite the Government's investigation into cathedral land. John Snaith of Butcher Race leaving his half farm in Hett in 1836 still presumed a right of renewal for his heir.⁶³

Until the doubts were raised about the future of cathedral leasehold lands in the late 1830s there was no suggestion of poor building quality by the tenants. For example, Pittington Hallgarth estate was offered for sale in 1806 with its buildings, mill land and hedges all in good repair. Substantial farmhouses had been built after enclosure in the fields belonging to each farm, for example Leasingthorne Farm in plate 4.9. The Eden family invested some capital in the leasehold, building a farmhouse, Bluehouse Farm (shown in plate 16) with a plantation behind it, on George Wood's old farm which they had bought in 1815. In response to questioning by the Select Committee on Chapter Leases in 1837, Mr Salmon, a lawyer of South Shields, said that in former years Durham Cathedral tenants had spent between £4000 and £5000 each year on new buildings on their lands and that in the last year they had only spent £400. Salmon continued that the houses built on the leasehold were as good as those on the freehold. Regarding purchase price, Salmon said the average purchase price was eighteen and one quarter years times annual value in the 1820s but he had paid up to a multiple of twenty-one years. Andrew Stoddart, the Chapter bailiff for Westoe, said that the Dean and Chapter did not give assistance in finding timber, slates for repair nor tiles for

⁶³ DP, Wills and Inventories 1600-1840.

draining nor manure but the lessees of the Cathedral improved just as their neighbours on the freehold did, although there was not a lot of drainage before 1838 in Durham. Durham Cathedral tenants could afford their own improvements. As far as Merrington was concerned, farming land on the limestone ridge had more problem with water supply than drainage. Nationally, government aid schemes for drainage were not introduced until after 1840.⁶⁴

Tenants' occupations diversified further from 1800-40. Just over twenty per cent of tenants were yeomen; nearly fifteen per cent were gentlemen; eleven per cent were esquires and twelve per cent were baronets. Fifty-one, some eight per cent of the 653 tenants, to whom leases were granted, were described by the occupational term 'farmer' replacing the status term 'yeoman' which was still used in to describe twenty per cent of the tenants.⁶⁵ Of the rest of the tenants: thirteen per cent were family members; five per cent were clerics; seven per cent were shopkeepers and tradesmen; one per cent were army officers. In addition there were four grants to a schoolmaster in Ferryhill and isolated ones to an iron master and one to the Bishop of Durham for a piece of land in Westerton, and a small number to merchants and aldermen. Nearly three-quarters of tenants lived outside Merrington by 1840 reflecting the much greater diversity of economic employment in England in 1840 as compared with 1541.

As tenants moved further from the land, sub-tenancy increased. The land tax returns of the late eighteenth and early nineteenth centuries confirm the trend to increased sub-tenancy but suggest that it was not always a constant process and that it continued to

⁶⁴ . DCD Shipperdson papers, 3130. *Reports and Committees 1837-8, Report from the Select Committee on Church Leases, 1838*, 127-151.

⁶⁵ . DCD Counterpart Leases, ST Helens 4A/2/3.

vary according to family circumstances and needs.⁶⁶ For example, in the 1780s the tenants of both Middlestone and Westerton sublet a greater value of their lands than they did in 1802. The higher level of sub-tenancy in the 1780s was caused by family circumstances. One and three-quarter farms in Westerton belonging to the Shaw family had descended to a spinster daughter who lived in Pittington and sublet the farms. John Whitfield's two farms in Middlestone were also sublet. He did not have a son to succeed him and may have sublet in his old age. By 1802, the Farrow family had the Shaw lands in hand and John Lindsay lived in John Whitfield's farm at Middlestone and cultivated the farms himself.

Table 5.1. Sublet land in Merrington in acres, 1840.

	SUBLET	IN HAND
KM	1140	633
FH	1260	620
MM	262	600
WM	334	337
HT	600	68
GC	212	0
TOTAL	3808	2258

Source Tithe Apportionment files, 1840.

David Marcombe estimated that about half or less of the lands of the Dean and Chapter were sublet at about that time (in 1850). In Merrington, the proportion was significantly higher with about sixty-seven per cent of the land sublet.⁶⁷ This was confirmed by Andrew Stoddart, a Chapter bailiff for South Shields, in 1838.⁶⁸ The level of sub-tenancy in Merrington in 1840 can be assessed fairly accurately from the

⁶⁶ . The Land Tax returns indicate owner and occupier from 1780. Four years, 1783, 1789, 1802 and 1822 survive for most of the townships. After 1822 as many of the tenants had paid lump sums to exonerate themselves from the land tax the records are not as full. DUL, Land tax, 67/17, 67/18, 68/18, 68/19, 68/61, 68/82, 69/49, 69/50, 69/53, 69/57, 69/58, 72/47, DCRO, Land Tax Q/D/L Darlington south east 1783, 1789.

⁶⁷ . Marcombe, 'Church Leaseholders', 271.

⁶⁸ . *Reports and Committees 1837-8, Report from the Select Committee on Church Leases, 1838*, 151.

tithe apportionments for each township. In Kirk Merrington, the level of sub-tenancy can be accurately calculated as the Tithe Commutation document indicated which properties were sublet and which were farmed in-hand. Where a farm was farmed part in-hand and part sublet, the quantities of each were indicated. In Kirk Merrington in 1840 twice as much land was sublet as was farmed in hand. 633 acres were farmed in hand, ranging in size from the 17 acres of the vicar's glebe to the Smith's 159 acre farm. Interestingly, three of the farms farmed in-hand were where the father had retired in favour of the son. Thomas English, William Farrow and Thomas Smith were respectively named as the owners of farms of 72 acres, 145 acres and 159 acres but in each case their son was described as the occupier. 1140 acres of leasehold land were sublet including the two biggest farms of 411 acres, the Eden's farm and 292 acres (Edward Wylam's farm). The Eden farm lands in Kirk Merrington were completely sublet and divided among six tenants. The sublet Eden farms varied in size from two large units of 200 and 178 acres, to three units of between 25 and 50 acres and one unit of eleven acres. The Wylam farm was divided between two sub-tenants. One sub-tenant farmed 248 acres and the second, Thomas English farmed the remaining 44 acres, together with his 72 acres of Dean and Chapter leasehold land. In total nineteen units were held in hand but eight of these were shops and houses only and eight units were sublet but these included the biggest farms. Two farms were part in-hand and part sublet.⁶⁹

For Ferryhill, the amount of sublet land cannot be quantified as accurately as, although farms which were totally in-hand or completely sublet were identified, for those farms which were part in-hand and part sublet only a total figure was given for the overall size of the farm. The total of land in Ferryhill which was completely in-hand was 420 acres, that which was sublet was over three times as much at 1060 acres. However, there were

⁶⁹ . DDR Merrington Tithe Apportionment. The total given of sub-tenanted land was 1246 acres but that included the freehold land farmed by the Eden's. The tithe document listed tenants who held assignments out of some one else's land as the actual tenant. This reflected the reality at the time and was recognised in new leases from the Dean and Chapter during the 1840s.

also 400 acres which were partly in-hand and partly sublet. For table 5.1 the 400 acres have been equally divided. Twenty whole units were sublet including two of the biggest farms: the Bowlby lands with some 420 acres and the Salvin of Croxdale lands of 101 acres. The Salvin's also had 260 acres of freehold all sublet. Fifteen units were in-hand but eight were houses. Thirteen were a mixture of in-hand and sublet, ranging from pubs and shops to a 245 acre farm.⁷⁰

In Westerton in 1840 the land was equally divided between farms which were in-hand and ones which were sublet. 334 acres were sublet and 337 (including 19 acres of freehold) were farmed in-hand. Size was not the determining factor as there were four units: one of 290 acres which was farmed in-hand and one of 250 acres which was sublet as one unit. Similarly there were two smaller units one farmed in-hand and the other sublet.⁷¹

In Middlestone more than twice as much land was farmed in-hand as was sublet in 1840, 600 acres were in hand and 262 acres were sublet. The units farmed in-hand included the two large farms: 207 acres farmed by John Farrow and 332 acres farmed by the Lindsays of Leasingthorne farm. The sublet land included 115 acres of the Eden estate let as one unit.⁷²

Hett had almost all of its leasehold land sublet by 1840. Only 68 acres was farmed in-hand in two separate farms of similar size. Jeffrey Salvin had parts of four leasehold farms amounting to 300 acres sublet into two farms, one of 72 acres and the other of 226 acres. Three further units were made up of a mixture of leasehold and freehold and were all sublet.⁷³ All of the two Chilton leasehold farms were sublet in 1840.⁷⁴

⁷⁰ . DDR Ferryhill Tithe Apportionment.

⁷¹ . DDR Westerton Tithe Apportionment.

⁷² . DDR Middlestone Tithe Apportionment.

⁷³ . DDR Hett Tithe Apportionment.

⁷⁴ . DDR Chilton Tithe Apportionment 1840.

This change in the sub-tenancy is not restricted to the Durham Cathedral estate. Machin, studying yeomen in Dorset and John Becket in his study of Laxton, have both found that tenants generally occupied their lands in the sixteenth and seventeenth centuries and even at the beginning of the eighteenth but then many became absentee landlords and had sub-tenants or a series of sub-tenants. They attributed the increase in sub-tenancy to the same reasons for which it grew in Merrington: wider industrial and commercial enterprises in which tenants became involved and invested some of the proceeds of land and their energies; estate passing to relatives who had other interests and lived elsewhere because of no direct male heir; land mortgaged and let to pay mortgage, debts and fines.

The geographical distribution of tenants, the growth of sub-tenancy and mortgages meant that the Chapter were remote from their agricultural tenants by the 1840s. The Chapter made no attempt to promote innovation in agricultural practice on their leasehold estate and were not always aware of whether the owner or the mortgagee held the lease. Land agent, William Chaytor wrote to a Mr Hoult of Rushyford in 1838 about a lease renewal, requesting that if Hoult was only the mortgagee of the lease and not the owner that he would pass on the letter to the owner. The description of the Dean and Chapter of Durham as ‘rentiers’ is much more applicable to 1840 than 1640.⁷⁵

⁷⁵ . DCD William Charles Chaytor letter book 1836-39, 4 June 1838.

Section E. Tenant led agricultural innovation.

This section argues that in the early nineteenth century very significant agricultural innovation took place in Merrington which included the growth of the large Eden estate, redistribution of land and the introduction of new crops and rotations. There is no evidence that the Chapter inspired these innovations, they appear to be entirely tenant-led and gave the tenants the income necessary to pay the increased fines. Contemporary agricultural writers believed that the new crop rotations led to unprecedented improvements in crop yields and farm output and thus for the first time agricultural prices fell when population was increasing dramatically. The population of Merrington increased by sixty per cent from 1801-41.⁷⁶ In Merrington, progressive tenants promoted agricultural innovation and preferred practices. Where the land was sublet, the tenants controlled crop rotations, land use and soil protection with leases. This period is characterised by all initiative for land redistribution being with the tenants. It is also argued that there is no evidence to suggest that agricultural progress on the largest estate, that of the Eden's was more significant than elsewhere on the Chapter estate.

The expansion of the Eden estate was the most noticeable change in land distribution in Merrington from 1770-1840. The Eden family extended from their freehold estate at Windlestone to the south of Kirk Merrington by acquiring Chapter leasehold land in Kirk Merrington, Middlestone and Westerton. Tenants failing to make a profit, together with failure of the male line appears to have given the Eden's their main opportunities for purchase which the Eden family seized. More than a century had lapsed since the enclosure of the townships so the costs of enclosure were not significant in this engrossment. The initiative was with the Eden's as the Chapter had no influence over the selection of tenants but granted a licence to alienate after the sale

⁷⁶ Overton, *Agricultural Revolution*, 1. 1851 Census.

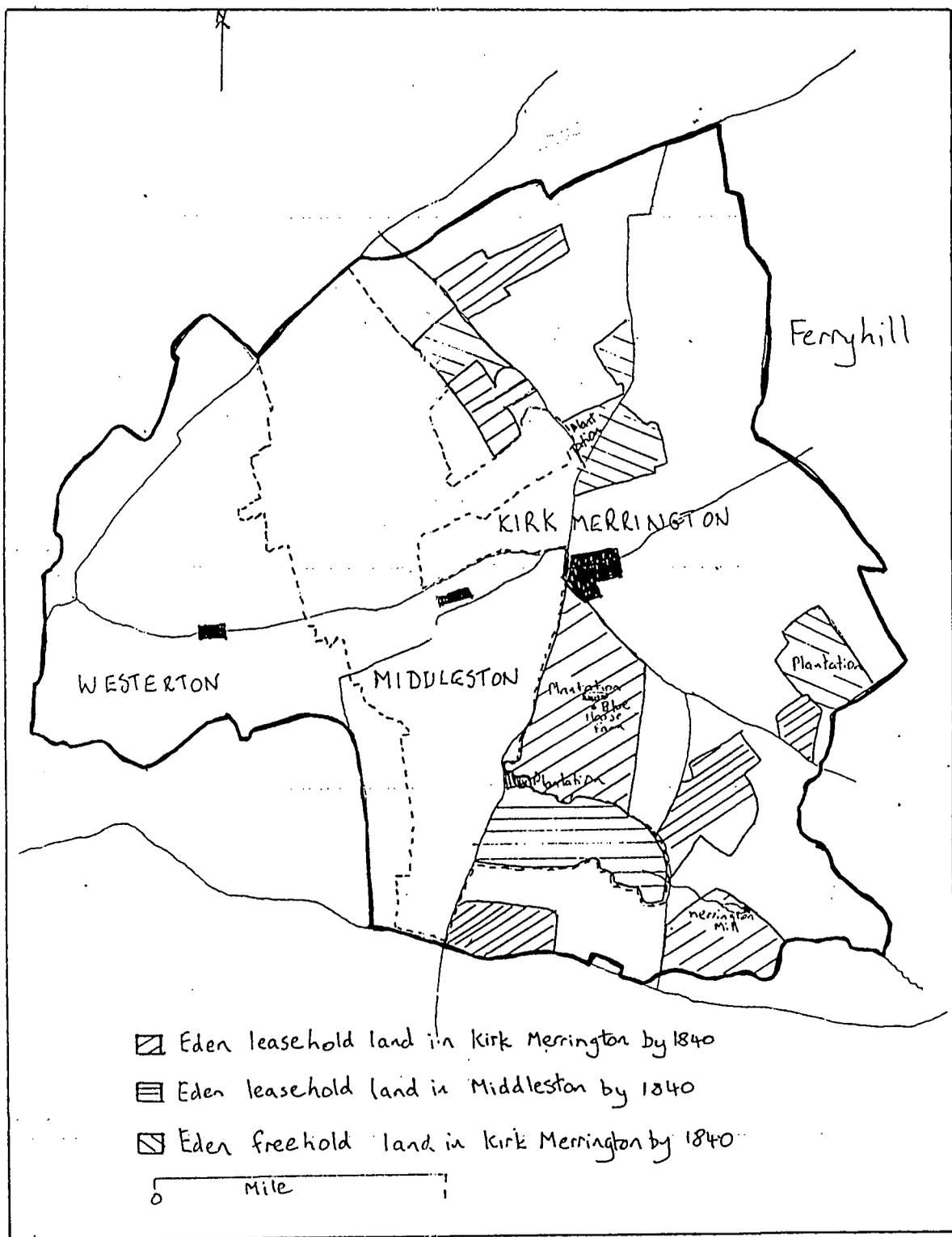


Figure 5.3. Lands acquired by the Eden family in Kirk Merrington and Middlestone by 1840.

had taken place. This took place in piecemeal fashion as opportunities to acquire leases arose from 1772-1840 and continued after the end of the study period, culminating in the Edens buying most of the freeholds of the southern part of Kirk Merrington in the 1860s and 70s. Figure 5.3 illustrates the extent of the Eden estate by 1840. The Eden's acquisition of land in Kirk Merrington began in 1772 when the miller, Henry Smurthwaite, felt the Merrington mill business no longer paid and sold it to Sir John Eden. Two farms and parts of others amounting to 350 acres were sold to the Edens by 1840. In most cases the sales resulted from the death of the old tenant and sale by executors to the Eden family: half one farm and one third of another (KM10A and KM11) were left in the will of John Dodshon charged with paying annuities and legacies. In 1788, John Dodshon's son sold the two properties to Sir John Eden for £1000 who was to pay the annuity charged on the property.⁷⁷ Another farm (KM1) was first let to the Sir Robert Eden in 1815. From 1787, the farm's owner, John Dunn had mortgaged the property, it had passed to George Wood whose executors sold it to the Eden family in 1815. The freehold was sold to the Edens in 1864. The freehold land in Kirk Merrington and Westerton was also sold to Sir John Eden by Richard Dobson in 1791.⁷⁸ The trend continued after 1840 with a further 300 acres sold by 1864 when the Dean and Chapter sold the freeholds to the Edens as part of the nineteenth century disposals of cathedral land. One further farmhouse, Bluehouse Farm, (plate 16) had been built by the Edens in Merrington fields by 1840, to add to the six constructed between 1666 and 1768, in the middle of the of the old South Field.⁷⁹

The Eden family first gained land in Middlestone in 1776 when they bought three-quarters of a farm for £750 from Thomas Grieve of Norton who had inherited them from his uncle and leased them in two separate leases. This land had been in the same

⁷⁷ . Eden Papers 1958 Deposit, Bundle A38.

⁷⁸ . DCD Reg. 56, f.300; 57, f.165; 66, f.115; CL 386/228333. Eden Papers, 1958 deposit, bundle

25.

⁷⁹ . DDR Kirk Merrington Tithe Apportionment, 1840.

Middlestone family for at least 100 years but had passed by inheritance to a non-resident tenant. Sir John Eden also acquired the rest of the same farm in the same year when it was sold to him by the administrators of the previous tenant. In 1783 William Farrow the Younger sold five closes amounting to forty-six acres out of his farm to Sir John Eden, shortly after redeeming a mortgage on the property.⁸⁰ The Edens acquired a very compact area of Middlestone by 1840 shown on figure 5.3. The total Eden estate in Kirk Merrington and Middlestone was 525 acres in 1840 and it expanded rapidly in the next two decades. The Eden family acquired one and one half farms in Westerton just after the end of the study period in 1841. (WM1 and 3A)

Most of the restructuring of farm sizes had taken place by 1775. From 1775-1840 the landscape was not static but the changes to suit tenant needs were more modest. The range of sizes of tenants' holdings changed only slightly from 1775-1840: the total number of units with over 20 acres had increased slightly from fifty-one to fifty-three there was an increase in numbers at the smallest and largest ends of the scale. If all the farms with over five acres are included in the analysis the average farm size was slightly reduced at 97 acres. In 1840 there were twelve farms with 5-19 acres, which represented 2.3 per cent of the farm land in Merrington. However, most of the holdings under 20 acres were in Ferryhill and combined with industrial enterprise. If only the farms with over 20 acres are included in the analysis, the average size remained almost unchanged at 117 acres. The largest group of farms by number and share of land remained those of the 100-199 acre range but the number of these had been reduced from eighteen to fourteen. There was an increase from eleven to seventeen in the number of small farms with 20-49 acres which amounted to 9.47 per cent of the land. Thirteen farms had 50-99 acres, a reduction of two from 1775, fifteen per cent of the total. Fourteen farms had 100-199 acres, 30.82 per cent of the farm land. Four farms had 200-299 acres, 15 per cent of the land. Four farms had over 300 acres, which

⁸⁰. DCD Reg. 54, f.132, Reg. 58, f.42; Eden Papers 1958 deposit, bundle 26.

represented 19.13 per cent of the land and the largest holding (Eden) had 525 acres which was 8.27 per cent of the land. This analysis agrees with the opinion expressed by Becket that despite the growth of large farms, small farms continued to exist into the nineteenth century. It does not support Beckett's view that in general mean farm sizes rose but Beckett also wrote that the trend was for large farms to dominate in south and East Anglia and for smaller farms to continue in north and west so Durham not exceptional.⁸¹ Gordon Mingay attributed the engrossment of farms after 1750 to two reasons. Firstly because occupiers of small farms failed because of low prices, bad seasons and losses of livestock and secondly because landlords transferred the land of less capable tenants to more efficient ones.⁸²

This analysis of Merrington shows very similar proportions to those analysed by Mingay from the 1851 census, which ignored land holdings of under five acres. In Mingay's analysis, small farms of under 100 acres accounted for 62.5% of all farms and farmed 21.6% of the cultivated acreage, medium sized farms of 100-299 acres were 30% of total farms and farmed 44.6% of the cultivated acreage. Large farms of over 300 acres were 7.7% of all farms and cultivated 33.65 of the cultivated acreage.⁸³ The comparable figures for Merrington were small farms of under 100 acres accounted for 57% of all farms and farmed 25% of the cultivated acreage. Medium sized farms were 34% of total farms and farmed 47% of the farm land. Large farms were 9.4% of total farms and farmed 28% of cultivated acreage.

In Kirk Merrington the landscape remained fluid after 1768 but change was much less than in the previous century. In 1840 the field shapes were still recognisable as those of

⁸¹ . DDR Chilton Tithe Apportionment and Plan of the Township of Chilton, 1839. Ferryhill Tithe Apportionment and Plan, 1839. Hett Tithe Apportionment and Plan of the Township of Hett, 1839. Merrington Tithe Apportionment, 1840. Middlestone Tithe Apportionment, 1844. Westerton Tithe Apportionment and plan, 1839. Becket, *Aristocracy*, 186-7. Beckett, *Agricultural Revolution*, 48-53.

⁸² . Mingay, *Agrarian History*, vol. 6, 1750-1850, 948.

⁸³ . Mingay, *Agrarian History*, vol. 6, 949.

the eighteenth century although internal divisions had created 27% more fields in 1840 than in 1768, mainly where a pasture field had been divided into two arable fields.

Middlestone, Westerton and Chilton all had the same number of farming units in 1840 as in 1541 but the range in sizes was considerable. Two Middlestone farms had under 50 acres, two under 100 acres, one had 115 acres (the Eden lands), John Farrow farmed 207 acres in his whole farm and three-fifths of another. The largest unit was that of the Lindsays' farm at Leasingthorne. The Lindsays had apparently bought John Whitfield's two farms from his executors in 1806 when he died without an heir. They had just bought the third farm in 1840, giving them most of the land to the south and west of Middlestone village. There were also five cottages and two pubs in Middlestone by 1840. No new houses had been built in the fields but the Eden's had developed the farmhouse in Fogg Close.⁸⁴ By 1770 Westerton was divided into two large farms of 245 acres and 287 acres, plus 19 acres of freehold; and two much smaller farms of 87 and 23 acres. Westerton village street which ran east-west changed very little from 1650-1840, there was no apparent population growth or dispersal of farmhouses as seen in other townships. There were seven houses fronting the village street in 1650. In 1770 there were nine houses. By 1840 the number was reduced to seven. There was only one farmstead built in the fields by 1840. This was fronting the turnpike road to Durham, close to the coal pit on the moor.⁸⁵ Two-thirds of one of the Chilton farms became Thrundale farm in 1693, the other third was let with the second Chilton farm, Chilton Grange farm. This division lasted until 1840. The one and one third farms were purchased by the Eden estate in 1860: the two thirds of a farm, Thrundale farm, was enfranchised to the lessee in 1870.

⁸⁴ . CC DCD CL 392/228538, CL 393/278617.

⁸⁵ . In the survey of 1770 it was noted that a small house called Overhill house had once stood in a field called the Folly south of the village street but only traces of the foundations remained.

The most noticeable feature of the Hett landscape between 1770 and 1840 was its stability and the lack of change in the field patterns. All the field divisions remained the same. By 1840 the leasehold land of Hett was in seven units. Two part farms from the 1660 division survived, of 36 and 38 acres, and were farmed separately. One whole farm remained intact and separate. The Salvin's of Croxdale had 300 acres made up of two whole farms and parts of two others. Parts of three other farms were farmed together with freehold lands to form larger units. Thus the divisions in the farms originating from 1660 remained and regrouping had taken place. Five houses had been built fronting the turnpike road to Durham. No other houses had been built in the fields.⁸⁶

In Ferryhill the landscape changes were the greatest but they were not entirely attributable to agricultural change as there was considerable industrial development in Ferryhill in the nineteenth century. The farm land of the original fifteen farms was divided into twenty-six units (but of these six had under 20 acres) totalling 1890 acres with a range in size from 5 acres to 250 acres farmed by the Bowlby family. The average size was 83 acres but the median was only 44 acres. Ferryhill had the greatest number of small units, usually with an industrial use as well. There were six units with under 20 acres, a further eleven with under 50 acres, three more with under 100 acres. Of the larger farms there were four with 100-199 acres and two over 200 acres. The field sizes on average were much reduced in Ferryhill from 1765-1840. The shift to more arable had been accompanied by a 30% reduction in field sizes from an average of nine acres to six acres. There were 206 fields in 1765 and 320 by 1840. The same outlying farms existed in 1840, the only additions were on the freehold: East and West Howle farms on Bowlby land.⁸⁷

⁸⁶ . DDR Hett Tithe Apportionment, 1840. DCD SVT V B 4.

⁸⁷ . DDR Ferryhill Tithe Apportionment, 1840.

Thus small farms continued to exist in the nineteenth century on the Durham Cathedral estate as they did elsewhere in the country.⁸⁸ Large capitalist farm units did appear like the Edens in Windlestone, Kirk Merrington, Middlestone and Westerton and to a lesser extent the Bowlby estate in Ferryhill or the Salvins around Croxdale and Hett but simultaneously smaller agricultural units developed from the mid-seventeenth to the mid-nineteenth centuries. It was only in the 1840s, probably because of the impending changes, that new boundaries, divisions and regroupings were described in detail in Chapter leases. Properties were then let with a description of the lands and the number of acres involved, together with a plan of each property. The old description was finally omitted and where more than one property was leased to one person, they formed parts of the same lease.

Reshaping of the Merrington landscape had been the main agricultural development of the seventeenth and eighteenth centuries, in the early nineteenth century the main feature was the introduction of new crops and farming rotations. From about 1800, a widening gap was developing in estate management between the Dean and Chapter of Durham and some of the more progressive secular landlords. New crops and rotations were introduced into Merrington, together with improved stock-breeding in the early nineteenth century but the available documentary evidence suggests these changes were the result of the work of individual tenants, largely independent of landlord control. Some of the ideas for change came from the Durham Agricultural society which was founded in Darlington in 1783 to promote experimentation and was open to all farmers. Rushyford Experimental Society was founded at the south-east corner of Merrington parish in 1803 as a branch of the Durham Agricultural Society. County Durham from the late eighteenth century was famed for its stock-breeding. Bailey reported in 1810

⁸⁸ . Mingay, *Agrarian History*, vol.6, 949.

that two Merrington tenants were local leaders in this field. Christopher Mason of Chilton was encouraged by Durham Agricultural Society to compete in stock-breeding competitions. Mason also bred sheep from 1795, purchasing the originals for breeding from Leicestershire. Mr Arrowsmith of Ferryhill also bought sheep and bred them.⁸⁹

Agricultural innovation in Merrington was not the product of organisational change in the form of new larger farms or estates. For example, there is no evidence to indicate that change on the Eden estate was more marked than on the other tenants' farms. However, a professional background and employment by the Chapter which led to travel in County Durham may have contributed to the first documented introduction of new crops on the Merrington estate by the Bowlby family at the beginning of the nineteenth century. Similarly there was no tenurial change. Beneficial leasehold continued beyond 1840 and the security of tenure enjoyed by the Durham tenants clearly made investment by themselves worthwhile.⁹⁰

New crops: clover, seeds and turnips and more productive rotations were introduced into Merrington from 1800. This was necessary to respond to the vastly increased population which increased nationally almost three fold from 1750-1850. In the six townships of Merrington the population increased 177% from 1801-51 from 1202 to 3334. Much of this increase was the result of large-scale mining. The miners had to be fed and the local farmers responded accordingly.⁹¹ These fodder crops were not new in England and had been used in East Anglia as field crops since the late seventeenth

⁸⁹ . Bailey *Agriculture*, 233-249.

⁹⁰ . Allen, *Enclosure and the yeoman*, 21.

⁹¹ . 1851 Census.

century but they were new on the Durham cathedral estate and in much of County Durham in the early nineteenth century.⁹² Clover was at least twice as productive as native grass. Clover and seeds had been introduced into the Midland Plain, the Vale of Evesham, the Fen, Oxford Heights, and turnips into part of the Midland Plain and Vale of Evesham from 1650 in both open and enclosed fields. There is no evidence of new fodder crops like turnips and clover being introduced into the study area in the seventeenth century as a field crop as a result of enclosure. The enclosed fields continued to be farmed on a three-field rotation with wheat, barley or oats as crops in the first two years for each field and the third year one third of the fields were left fallow for weed control and manuring. For example, a valuation survives for James Dunn's 109 acre farm at Middlestone for 1768. There were no new crops listed: Dunn grew wheat and oats the rest of his arable land was fallow. Part of the reason for retaining the old rotations may be the relatively poor quality of the County Durham soil and the perceived need for fallows to restore the land.⁹³

The first indication of change in 1800 was on the Bowlby farms at Ferryhill with new fodder crops being grown, on the tenant's initiative, which boosted yields by increasing the nitrogen content of the soils and allowing the fields to be naturally manured. The individual, enclosed farms meant that Bowlby could experiment without reference to other tenants. Valuations of Bowlby's farms at Ferryhill show that on Town End Farm, one of his leasehold farms and on his freehold farms of East and West Howle, new crops consisting of artificial grasses, for example, sanfoin mixed with clover, were sown as were turnips. This allowed the rotation to be changed from three to four-course rotation with the potential elimination of fallows. This had a double advantage as one third of the land did not need to be left idle each year and the animals fed on the fodder crops allowed natural manuring of the land. The crops growing at the time on the leasehold land were: turnips, barley, oats, and clover and sanfoin. The acreages

⁹² . Overton, *Agricultural Revolution*, 99.

⁹³ . Becket, *Agricultural Revolution*, 14. Kerridge E., *The common fields of England*, 72.

under each crop were not specified so it is not possible to calculate what proportion of the acreage was made up of new crops. No distinction was made in the valuations between his leasehold and freehold farms because of their tenure, and indeed, land on his leasehold farm was valued higher as it was of better quality. There were still fallows in 1799 and 1807 on the freehold, East and West Howle farms but on Town End leasehold farm where the land was better, fallows appear to have been eliminated by 1807. Granger said fallowing in summer every three years continued in Durham because of the poor quality of the soils.⁹⁴

Woodifield's and Davison's working papers from their surveys and valuations of the Cathedral estate in the rest of the study area from the mid 1790s to 1820s show that the cultivation of clover and turnips on the Bowlby lands in 1800 was the earliest for which records survive in Merrington. Valuations of all of the farms of Middlestone and Westerton by Woodifield between 1797 and 1805, together with a few Kirk Merrington in 1797 revealed no evidence of new crops or new rotations. Even the Eden family's 245 acres of Westerton followed traditional rotations and were growing wheat, barley and oats with fallows in-between. The first reference to growing clover in Merrington, apart from the Bowlby farms, was in Middlestone in 1811. New crops then spread to the rest of the study area. On many of the farms, fallows were not eliminated by new crops, probably because of poor soil quality. Lists of crops grown in each field were revised in the 1820s but only very few of these lists survive. Those that do show new crops being cultivated on all the farms by the 1820s but in most cases quite a small proportion of the arable land. On John Lindsay's two farms in Middlestone in 1827, 19% of the arable crop, some 30 acres was made up of "seeds", clover and sanfoin but 31% was still fallow, a similar proportion was similarly cultivated on William Farrow's 153 arable acres at Westerton and Mr Salvin's 173 arable acres at Hett. On Mr Beckwith's farm at Kirk Merrington the proportion of new crops was even lower, 7% or

⁹⁴ CC DCD St Helen's 3B/2/1. Granger J., *A General View of the Agriculture of County Durham*, (1794) 39.

15 acres out of the total arable of 210 acres. Only on John Gyll's farm at Ferryhill had the fallow been totally replaced by the use of new crops by 1824 and 31% of the arable was made up of new crops.⁹⁵

The late introduction of new fodder crops was not unusual in County Durham and may have been beneficial for weed control. Hodgson found that in leases for lowland Durham mainly from 1750-1825, most rotations specified were of 'two crop and fallow'. Beastall in his study of the Lumley estate in County Durham found that the tenants' contract books of the second half of the nineteenth century specified two-thirds of arable lands was to be sown with crops and one third left fallow. A lease of Dr Cooper's corps land at Elvet in 1787 specified two crops followed by a fallow. The first reference in the Chapter land agent's letter books to the growth of turnips was in 1788 on the corps land. On the Lumley lands the increased growth of turnips was urged from the early nineteenth century. Modern crops and rotations had been introduced into the study area by 1800 on both leasehold and freehold land. In this respect, Dean and Chapter leasehold appears to have been in line with the rest of County Durham. The crop returns of 1795, included a report to the Bishop of Durham of crop yields in County Durham: wheat yield was 1,140,000 bushels, barley 805,000, oats 3,880,000, potatoes 780,000. There was no reference to turnips or clover but perhaps it was not requested in the return as Granger had found some red and white clover and, occasionally turnips on the gravelly soils, in County Durham in 1794. The 1801 crop returns for the parish of Merrington showed turnips or rape as the third highest yield after wheat and oats. Wheat yielded 689 bushels, oats 585, turnips and rape 113, barley 41, peas 39, potatoes 34. No beans were grown and the only rye grown was mixed in with the wheat. The curate commented that the crops were very good. For St Andrew Auckland, oats yielded 1607, wheat and rye 1409, turnips and rape 384, barley 267, peas and beans 121, potatoes 76. Once again the curate expected

⁹⁵. DCD SVT 2, 13, 14, 15; 167053a; 167054 1/2; 167054 2/2.

very good crops and remarked that the turnips were particularly good. Even Granger, who was fairly critical of arable farming in County Durham in his 1794 Report, acknowledged that the limestone soil with proper manure and culture would produce good crops. Nonetheless, together with most of England, Durham was importing some corn by 1800. The returns indicated that rye was being imported through Newcastle especially for the pit men. Rice was also used as a substitute for wheat in the winter of 1800-1 and the poor had mixed barley with wheat for bread.⁹⁶

Where land was sub-tenanted, the leaseholder had the chance to control farming practice. Unfortunately no leases from the lessees to sub-tenants for Merrington survive but one lease was in the Dean and Chapter possession from Peter Bowlby to one of his freehold tenants in Brafferton, south of Merrington. There is no reason to suppose that Bowlby used a fundamentally different lease for his sub-tenants in Ferryhill and thus agricultural practice on his farms can be demonstrated. Bowlby took care to protect the quality of his land especially by convertible husbandry. The lease was granted to Matthew Brown for six years on 17th October 1799. Brown was to enter the tillage ground from 13 February 1800 and the pasture ground from 5 April, the messuage, farm house and meadow from 12 May. He was to pay £120 rent per annum and £5 land tax four times per year: 12 August, 22 November, 13 February, 12 May and the Bishop of Durham's free rent for the 155 acre farm. Brown also had to pay £10 for every acre of meadow which he pared or burnt or converted into tillage without the permission of Peter Bowlby and £1.25 for any fother of hay or straw if sold or consumed off the farm. Brown was to keep in repair doors, locks, glass, windows, racks, mangers, hedges, ditches, water courses, gates, stiles, fences and rails and he was not to cut any timber. Bowlby was to repair the main timbers, roofing and the effects of fire and tempest. Brown was not to keep in the last six months of the lease more cattle

⁹⁶ . Hodgson, 'Enclosure', 96; DCD Thomas Gibbon's letter book 1787-93, 22 September 1787 and 10 April 1788; PRO/HO 42/36, 67/8/83 and 97, 42/55. Beastall, *A North Country Estate*, 45, 52. Granger, *Durham*, 71.

than he normally kept. The husbandry clauses required Brown to keep all the farms natural resources: hay, straw, and dung were to be used on the farm. The tillage clauses required him to obey the schedule, attached to the lease which laid down the crop rotation for each of the nineteen fields for the six years of the lease and not to grow two crops of one sort successively on the tillage ground. Seven fields were to be kept in permanent grass pasture. All the arable fields were to be left fallow every fifth year. Some convertible husbandry was to be practised: one field was to be converted from arable to pasture in the second year; another was to be converted from pasture to arable in year two and another in year three. A typical rotation for an arable field in the six years was: beans, peas, oats or tares; fallow; wheat and seeds; seeds; seeds; beans or peas; fallow. No more than one acre of potatoes was to be grown and that only for Brown's own use. Brown was to manage the fallow and plough it at least four times in the year. Bowlby was to be allowed free access for inspection. The pasture clauses required Brown to lay down to grass closes or parcels of ground set out for the purpose and to sow two pounds of best red clover seeds, four pounds of trefoil, two pounds of white clover and half a bushel of rye grass and give notice before the sowing to Bowlby. Brown was not to plough up or dig the meadow without the consent of Bowlby. He was to let in the next tenant by 5 February except crops for the away-going crop, the 5 April for the pasture and the 12 May for the house and meadow. The away-going crop was to be two ardons or thirds of the tillage but it was to be thrashed in the stack yard and the straw left for Peter Bowlby.⁹⁷

Throughout the study area there was a development of more arable production in the early nineteenth century in response to the increased demand caused by war and the resulting higher prices of grains. In total in 1840 compared with 1775 (tables 4.4 and 5.2) there was an increase of arable from 2471 to 3978 acres and a reduction of pasture

⁹⁷ . DCD ST Helen's 4B/2/3.

from 2932 to 2031 acres. The ratio of arable to pasture was similar in all the townships at about 2:1 whereas in 1775 it had varied considerably. By 1840 in Kirk Merrington in particular the arable areas had increased and occupied nearly twice as much land as did the pasture and meadow. This was partly facilitated by the introduction of much more productive fodder crops in the nineteenth century which partly replaced permanent

Table 5.2. Land use in Merrington 1840.

	GRASS	ARABLE
KM	609	1172
MM	309	541
WM	234	420
HT	171	407
FH	650	1290
GC	58	148
TOTAL	2031	3978

grazing. The tithe award gave the total titheable land in Kirk Merrington as 1895 acres but 106 acres of that was freehold and outside the bounds of this study. The arable lands adjusted to exclude the freehold amounted to 1172 acres and the pasture to 609 acres. The increase in the arable was throughout the village rather than being concentrated in one area. There were also some 30 acres of roads and waste.⁹⁸ In 1840 Middlestone had 540 acres arable and 308 acres of pasture.⁹⁹ By 1840 the ratio of pasture to arable in Westerton had been almost reversed with 420 acres of arable and 234 of pasture and meadow on the leasehold lands.¹⁰⁰ In Hett by 1840 arable acres exceeded pasture by two and a half times on the Hett leasehold lands. There were 407 acres of arable and 171 acres of pasture and meadow.¹⁰¹ By 1840 the ratio of arable to pasture land in Ferryhill had reversed: the arable land was twice as large as the pasture

⁹⁸ . DDR Merrington Tithe Apportionment 1840.

⁹⁹ . DDR Middlestone Tithe Apportionment. 1840.

¹⁰⁰ . DDR Westerton Tithe Apportionment, 1840.

¹⁰¹ . DDR Hett Tithe Apportionment, 1840.

and meadow lands. Of the 2425 acres in Ferryhill which were subject to tithe, 1890 were Dean and Chapter leasehold land, of these 1290 were arable and some 650 were pasture and meadow, together with 70 acres of roads and waste.¹⁰² In the two Chilton farms in 1840 there were 148 acres of arable land and 58 acres of pasture.

Drainage was the Cathedral tenants responsibility and documentation does not exist to show whether much introduced into the study area before 1840. In the north-east generally there does not appear to have been much widespread drainage before the mid-nineteenth century with the introduction of government loan schemes. Even for corps lands allowances for drainage tiles only appear in land agents' letter books in the 1840s. Drainage was not a major problem for most of the study area as it lay over the naturally draining limestone ridge. Land improvement legislation loaned money to farmers to improve buildings and drainage but this was largely from 1850s.¹⁰³ Merrington Grange farm was built after 1860 once the freehold had been bought by the Eden's.

Beneficial leasehold did not impede agricultural progress in the early nineteenth century. On the contrary security of tenure encouraged tenants to invest and major agricultural innovation took place in this period. The tenants kept no records so it is not possible to say whether they were motivated by the chance to profit from high wartime prices or whether they had to improve to pay the higher fines. The Dean and Chapter were not involved in promoting the agricultural innovation except possibly indirectly: higher fines were an incentive to improve for substantial tenants who did not want to lose their livelihoods. Chapter lack of involvement in agricultural progress revealed a

¹⁰² . DDR Ferryhill Tithe Apportionment 1840.

¹⁰³ . For example DCD Samuel Rowlandson's letter book 1840-45, 31 December 1844. Some secular landlords still did not organise improvements at the end of the study period. Beastall found that the Earls of Scarborough did not take responsibility for improvements from their tenants until 1856. Before 1840, the tenants improved and rebuilt and afterwards tried to claim compensation from their landlord. From 1840, the landlord provided materials and from 1856, the landlord was responsible for repairs. Beastall, *A North Country Estate*, 147.

widening gap between their estate management policies and those of progressive secular landlords in this period. Durham Chapter were perhaps closer to the policies of other landlords in their exploitation of the coal resources of Merrington in the early nineteenth century.

**CHAPTER SIX. CHAPTER AND THEIR TENANTS IN PARTNERSHIP
AGAINST THE DISMEMBERMENT OF THE ESTATE AND THE END OF
BENEFICIAL LEASEHOLD**

This chapter examines very briefly the issues discussed in the nineteenth-century Parliamentary enquiries and the resulting legislation, which ultimately resulted in the end of Durham Cathedral estate in its early modern form and the abolition of beneficial leasehold. From the late 1830s Durham Cathedral estate was affected by the national reform movement for church lands which was to result in fundamental change. Durham Chapter and their tenants united in resisting proposals to break-up the estate and abolish beneficial leasehold as they had both benefited from the tenurial system.

National change arose because critics of bishops, deans and chapters believed that they were not as effective managers of their estates as a central professional body would be and that estate management and the need for money were distractions from the church's spiritual role. Also there was a need to provide for churches and clergy in new industrial centres of population. Ecclesiastical leases, especially in areas where leasing for lives was still the norm had also been criticised. Reform followed the religious and political reforms of 1828-32 which had given Roman Catholics, Emancipation and extended the vote to the new industrial centres. The campaign for the Great Reform Act had been marked by anti-clericalism and attacks on church property as the church was associated with the old order, attitudes which continued in the 1830s. In Durham when the editor of the local paper was tried for libelling local clergy, the trial turned

into an inquisition into church practice.¹ In January 1835 Prime Minister, Robert Peel, founded a commission, the Ecclesiastical Duties and Revenue Commission, which became the Ecclesiastical Commissioners, to investigate church reform. The fourth Report (1836) of the Ecclesiastical Duties and Revenue Commissioners proposed that a large proportion of cathedral property should be sold to provide churches for the developing industrial areas.

Merrington parish meanwhile was divided in 1840: Ferryhill formed a new parish for its increasing industrial area; Hett was joined to Croxdale and Middlestone was annexed to the new Kirk Merrington parish.

The question of tenant right was included in the nation-wide discussion about the future of Church estates. Most Durham tenants wanted to continue with the system of beneficial leasehold and still claimed their tenant right. Durham Chapter supported their tenants as they did not wish to surrender control of their estate. Cathedral protests were so strong that the proposals were subject to parliamentary investigation. Tenants' and cathedral officials' views, political interest, government investigation and conclusions shed very interesting light on the issue of tenant right. The tenants' views were even acknowledged by Best in *Temporal Pillars* where he noted that for many tenants 'no shadow of doubt had ever crossed their minds that their tenure was not as secure as freeholders'.²

Evidence was heard for and against the tenants' case. The House of Lords Committee investigating church leases in 1851 heard from E. S. Cayley, MP and lessee of land

¹ Clark, *Society*, 359, 373, 413-4. Simultaneous with investigation of the church and property real property commissioners were appointed to enquire into land rights, register and tenures, see Simpson, *Law*, 274.

² Best, *Temporal Pillars*, 372.

from Carlisle Cathedral. Cayley stated that church estates had been virtually in the ownership of the lessee for centuries, especially in Carlisle and Durham. Each diocese had the tradition of beneficial interest by long custom. Cayley stated that his own farm was well managed because he had believed that the tenure would never be disturbed and that Parliament should be concerned with the moral rights and wrongs of the situation.³

From Durham there was the same message: Salmon, an attorney at South Shields, in 1838 said that until the last few years that it had never entered Durham Cathedral lessees' heads to doubt a renewal. Mortgagees until 1835, renewed, confident in the right to the land but since 1835 mortgages had been difficult to get. Salmon acknowledged that leases did not have a clause giving right to renew, but said that the issue should not be decided on a narrow common law principle. Tacitly that right to renew was recognised, in that each lease had the next date of renewal written on it at the time of issue, and Salmon had never known the Chapter to use their right to issue a concurrent lease within three years of the expiry of the lease. This was certainly true in the case of Merrington leases where each was inscribed with the next date of renewal when issued. The tenant had the right to renew and was never refused in Merrington and there were no concurrent leases after 1580. Furthermore, Salmon added, the railway companies leased from the Chapter on the assumption that they would always be able to renew.⁴

In 1838 and 1851 a conveyancer, John Gregson, gave evidence on behalf of the Durham tenants. He stated that until 1835 no tenants doubted the future of the tenure but they were now unsettled because of the Ecclesiastical Commissioners report of 1835 which he described as a 'thunderclap' to the tenants who had never dreamt that their leases

³. *Report from the Select Committee of the House of Lords appointed to consider the Bill entitled 'An Act for the Management and Regulation of Episcopal and Capitular Estates and Revenues in England and Wales.'* 1851 Reports committees 1851 vol.13 Minutes of evidence 1851, 561-571.

⁴. *Minutes of evidence*, 1837-8, 115-136.

could be run out. He continued that for nearly 300 years Durham tenants had enjoyed, if not legal tenant right, at least 'customary confidence of renewal' 'which was a matter of entire certainty' which gave the lands a high value. This right of renewal as early as the mid-seventeenth century had entitled Durham tenants to sell their leases at five years' purchase even when the lease had expired.⁵

Within the government and the Ecclesiastical Commissioners the view was strongly held that the church lessees had benefited too long from a system which was beneficial to them at the Church's expense. Ecclesiastical Commissioner, Blomfield, Bishop of London, in particular wanted to return to the church what was its own and he believed that a professional bureaucracy operating from London was much better placed to manage the lands efficiently than the local deans and chapters. He was impatient with local tradition and believed local custom to be of no value in comparison with valuations by professional surveyors. In the House of Lords similar views were expressed. Lord Selbourne in 1851, in response to the argument that whatever the merits of the case in law, the lessees had in fact a long standing vested interest, replied that a man could not 'acquire a vested interest in the mismanagement of public property'.⁶ Not all in Parliament agreed and a committee of some forty MPs backed by 6000 lessees campaigned for lessees 'just and reasonable claims'.⁷

None of the Government Committees, nor the Ecclesiastical Commissioners, investigated any claims of tenant right for themselves, for example, by looking at original documents; they rather heard evidence from selected witnesses. In 1839 the Select Committee on the mode of granting and renewing leases of property of ecclesiastical bodies reported that they had not undertaken any elaborate research into the present mode of leasing, for example asking for any documentary evidence, but they

⁵ . *Minutes of evidence* 1851, 606 -620

⁶ . Best, *Temporal Pillars*, 376-377

⁷ . Best, *Temporal Pillars*, 377-378.

were satisfied from the testimony of living witnesses that it had continued for nearly 300 years on the same basis.

The Government concluded that the system of beneficial leasing should end. In 1839 the Committee recommended: the abolition of fines on leases; an act to provide for the conversion of leasehold tenure to fee simple, commonly called enfranchisement; and the customary principle of renewal in each area to be considered when enfranchising by the local authorities in each area. Durham was frequently cited in the Committees findings because of tenant right.⁸

On 31 March 1840 the Dean and Chapter of Durham petitioned both houses of Parliament against the Report, but to no avail. The Cathedrals Act of 1840 brought the first major change to the constitution of Durham Chapter since 1541: the number of prebendaries was reduced to six; and the corps lands were to be transferred to the Ecclesiastical Commissioners as the stalls fell vacant. The suspended canons' shares of corporate income went directly to the Ecclesiastical Commissioners. The revenue from the four wealthiest cathedrals: Durham, Windsor, Westminster and Canterbury, made up a significant amount of the Commissioners' income.⁹

The process of change continued with an act in 1851 concerning episcopal and capitular estates which permitted the enfranchisement of church lands subject to the consent of the Church Estates Commissioners. Attention, however, had to be paid 'to the just and reasonable claims of the present holders of lands under lease or otherwise arising from the long continued practice of renewal'. This was because Parliament recognised that without the interference of government the beneficial system would have continued and any change would only have been gradual. The act permitted bishops and chapters

⁸. Select Committee on the granting and renewing of church leases, 1839, 256-7

⁹. House of Commons Reports and Petitions, 5839, 1840. Best, *Temporal Pillars*, 455.

to enfranchise or accept surrenders of land with the consent of the Church Estates Commissioners but at values which recognised the beneficial interest of the lessee. The price to be paid for the enfranchisement was to be the value of the fee simple less the value of the lease, and if the chapter declined to enfranchise, they had to pay for the surrender of the lease at such valuation. The beneficial interest of the lessee was to be determined at the same rate of interest at which the value of the fee simple has been determined. For leases for years which were reduced below twenty-one years, the lessee had the option before enfranchisement or surrender of one more renewal for seven years at the rate of renewal at which he had previously renewed. Church Estates Commissioners were to approve all enfranchisements or surrender and to adjudicate in the event of dispute, for example over land which had a dormant value for mining or building, and also over land on which extraordinary improvements have been made.¹⁰

Durham Chapter tenants claimed from the beginning that although the Dean and Chapter were saying that enfranchisement was voluntary, the Ecclesiastical Commissioners aimed to persuade tenants either to enfranchise land or to surrender land and sell it to the Ecclesiastical Commissioners.¹¹ Tenants had to apply to buy land and their bids were considered by the Dean and Chapter of Durham and the Ecclesiastical Commissioners.¹² From 11 October 1863 no lease was to be granted by the Chapter which would terminate after 11 October 1884. Further legislation in 1867 made enfranchisement or sale by the tenants compulsory. The Ecclesiastical Commissioners ordered the Dean and Chapter not to renew leases falling in after 28 September 1870. The Chapter were re-endowed with a much smaller estate in October 1872, which, with payments by the Ecclesiastical Commissioners, amounted to an income of £26,000, per annum. Leases which were not enfranchised nor used as part of the new endowment

¹⁰. *Report from the Select Committee of the House of Lords appointed to consider the Bill entitled 'An Act for the Management and Regulation of Episcopal and Capitular Estates and Revenues in England and Wales' 1851 Reports committees 1851 vol.13, 314-316.*

¹¹. *Renewable Leaseholders* 1.

¹². DCD Shipperdson papers, 3171.

ran out in 1884 and the lands were repossessed if the tenants failed to pay the rents to the Ecclesiastical Commissioners. Some were ultimately let on 999 year leases.¹³

The dispute between some Durham tenants and the Ecclesiastical Commissioners continued until the 1880s when confiscations following compulsory surrender of twenty-one-year leases as a result of the 1868 Act came to be a reality.¹⁴ The Durham tenants claimed a customary right of renewal and pressed for access to Cathedral records but this was denied, articles appeared regularly in the Durham press and in *The Times*. Long after the legislation was made compulsory in 1868, and even when the government stated that no leases were to be renewed beyond 1884, one group of Durham Cathedral tenants continued to oppose the changes and published a three part statement to support their case in 1871. They cited tenant right and perpetually renewable leasehold three hundred years after the original claims of tenant right were made. They were opposed to having their interest bought out and to having to enfranchise their lands. They wished to go on renting and fining. They restated their right to have their property renewed or regranted to the tenant and his descendants in perpetuity on payment of fines. They traced the history of tenant right in Durham commenting for example that in 1577, the tone of the Order was that tenant right or a permanent fixity of tenure did exist even though tenants were told to give up claims to it. Their statement said of the 1626 Chapter Act:

'In 1626, the mode and time of fining was made uniform and the estates have, since that time remained settled, and the Dean and Chapter, by their licences to alienate, and endorsements of the times for renewal have been parties to large purchases, mortgages, and settlements for value of the customary estates as perpetual ones.'¹⁵

¹³ . CERO 34920, 1884-6.

¹⁴ . 1868 Act.

¹⁵ . CERO 34920 Part 2, 61 and Part 3 of *Renewable Leaseholders*.

The tenants' group complained that none of the government committees nor the Ecclesiastical Commissioners had really investigated the system and the strength of tenant right in Durham but had grouped Durham with other Cathedrals where tradition had not been as strong. They also said the campaigners were refused access to Chapter records which would have supported their case both the chapter and the Ecclesiastical Commissioners blamed each other for the failure to give access to the records.¹⁶

The Ecclesiastical Commissioners were forced to compromise by the strength of the tenants' arguments. The South Shields' lands were settled first by granting 999 year leases. A memorial of 1885 in support of a further 380 tenants farming 8400 acres the tenants stated that the Durham tenants had always enjoyed a perpetual right of renewal as a result of which their leasehold had sold at twenty to twenty-five years' purchase of their improved rental. The lands had been by bequest or settlement the subject of mortgages or family trusts 'with as much freedom and confidence as though they partook actually of a freehold character'.¹⁷

There were tenants protests in 1884-5 in Darlington and Stockton and articles in *The Times* and the *Northern Echo*. Eventually in January 1886, a compromise was reached for all the tenants who had refused to enfranchise or sell out to the Ecclesiastical Commissioners : town lessees were allowed 999 year leases at one seventh of the 1875 fine; agricultural tenants could have a fourteen-year extension subject to the two fines which would have been paid in that time. The lessee was to have a right to purchase by perpetual annuity at 3% of the ascertained value of the reversionary interest per annum or by paying 15% down and 85% mortgage from the Ecclesiastical Commissioners. Thus the final objectors who refused to enfranchise their lands or surrender the same,

¹⁶ CERO 34920 *Renewable Leaseholders part 3*, 112.

¹⁷ Auckland Castle Episcopal Records 1987 *Deposit Memorial to the Ecclesiastical Commissioners for England*.

were vindicated in the grant by the Ecclesiastical Commissioners of 999 year leases.

This was the end of the tenorial system operating in Durham throughout the period of this thesis.

CONCLUSION

It is my contention that for most of the years of this study the Dean and Chapter of Durham performed effectively as estate managers within the limits of their duties and the constraints imposed on them by the Crown. Evidence studied from Durham challenges the views of some historians, such as Hill and Best, about the competence of churchmen as landlords. The Dean and Chapter of Durham were not chaotic or particularly inefficient landlords; their actions were predictable and orderly. The Crown's instructions to the Dean and Chapter in the statutes were to use the estate to pay for the work of the Cathedral. On all occasions the Dean and Chapter were urged to use their tenants fairly. Within their mandate, they were conscientious and mainly efficient.

There were problems on the estate in the sixteenth century. Durham Chapter in common with other landlords needed to cope with tenants' claims of customary tenure and to raise extra income to cope with inflationary costs. The means, concurrent and lottery leases, they used to force tenants to take leases and pay fines attracted considerable criticism. Merrington tenants had to pay an average of nine times the fixed rents to repurchase their lease from a lottery purchaser.

It took the Chapter until 1626 to fully introduce the lease system. From 1626 all tenants accepted twenty-one year leases with fines related to the true value of the land. In return tenants who paid their rents and fines enjoyed *de facto* hereditary tenure which they could bequeath or sell. There were two further legal challenges by tenants to Chapter policies in the seventeenth century but neither of them had any success. Christopher Clay's ideas about church landlords being rentiers by 1642 who let their lands in large blocks to the gentry, for them to hold as investments and sublet, is not born out from the study of Merrington. Merrington Chapter tenants on the eve of the

Civil War were of the middling sort of people who occupied and cultivated their own lands.

The effects of the Civil War on Dean and Chapter lands is a subject about which little has yet been written.¹ Durham Chapter estate administration recovered quickly from war, abolition and the problems of the Restoration. The efficiency of the Durham Cathedral estate administration before 1642 helped the recovery. Much more debatable is whether their tenants recovered as quickly. Durham tenants suffered from the Civil War, Interregnum and Restoration. The evidence from Merrington suggests that eighty per cent of sitting tenants bought their property during the Interregnum sales using agents for the purchase. The costs of this and the fines to regain leases at the Restoration were considerable. The best estimate made from surviving evidence is that Merrington tenants may have paid three times as much as a result of the War and Interregnum sales than they would normally have expected to pay to Durham Chapter over the same period in rents and fines. Although at least eighty per cent of tenants' families retained their farms at the Restoration, twenty-five per cent of farms were divided in the 1660s, much of this division must have been attributable to the costs of war. The tenants suffered much more than the landlord as a result of the Civil War and its aftermath. Chapter replies to Sheldon after the Restoration indicated that they were aware of their tenants' financial problems and accordingly set lower fines than they were entitled to collect. They had rarely charged as much as half of the 7.75 times the annual value of the tenant's property which they were entitled to charge and in most cases far less. They had been particularly benevolent in cases of personal hardship.

The tenure on Durham Cathedral estate was complicated by claims of tenant right. The recognition of tenant right did not fundamentally alter beneficial leasehold tenure but emphasized certain aspects of it. The main feature which, from the evidence to the mid-nineteenth century parliamentary enquiries, appeared to distinguish tenure in

¹. Gentles, 'Bishops' 573-96.

Durham from beneficial leasehold tenure on other cathedral estates is that Durham tenants had even greater security of tenure than other beneficial leaseholders. The House of Lords Committee in 1851 enquiring into the management of cathedral estates, described the common features of beneficial leasehold which certainly applied in Durham as well. The Committee reported that beneficial lessees had had, with few exceptions, for 200 years the advantage of virtually certain renewals on favourable terms and thus tenants had been able to sell and mortgage their lands. The Committee continued, however, that chapters were not bound by law to renew beneficial leases. Some chapters had run out leases, refused to renew them and issued concurrent leases and excepted property out of leases. Chapters had increased rents and fined arbitrarily. The Durham tradition was somewhat different: hereditary tenure had been accepted *de facto* by Durham Chapter from 1626. After 1580 Durham Chapter had not refused to renew leases nor granted concurrent leases. Durham Chapter only increased rents once in the 300 years and that was at the request of the King. Fines in Durham were never arbitrary but had to be reasonable and were only increased to one and one quarter times the real value in 1774. Durham Chapter did not except property out of leases except at the request of tenants. The nature of the tenure on the Durham Cathedral estate did not change over the three hundred years of study. Durham beneficial leaseholders always claimed tenant right by which they meant the right to lease their lands at reasonable cost which could be raised without excessive strain or threat to inheritance; to renew their lease to provide security of tenure; to bequeath, to assign and to mortgage or sell their properties or to create a trust based on the property. After initial problems, the Dean and Chapter recognised *de facto* tenant right on their estate from 1626. In reality this meant that the Dean and Chapter ignored the clause in their leases which originated from their statutes, that they were not to enter any pact with their lessees to renew the term of the previous lease upon completion. The belief in tenant right and the resulting security of tenure enabled tenants to improve, build on, and enclose their lands. It would be very interesting to compare the tenure of Durham tenants with others who held on beneficial leases to see whether tenant right made any significant difference

between Durham tenants and those of other corporate bodies who had beneficial leases. The complication of tenant right does not prevent study of the tenure in Durham serving as an example of the implications and results of operating a beneficial leasehold system.

After 1660 the Chapter moved in some ways closer to Clay's analysis. This was for two main reasons, one specific to the Chapter and the other a national trend. Once Chapter had acknowledged that the tenants controlled descent of their farms, the Chapter had little interest in protecting the interests of weaker tenants. Secondly, the economy of England was diversifying away from agriculture so some tenants' heirs decided to pursue other careers and sublet the farms they inherited so the Chapter became more remote from the cultivators of the land. The farms were still let to individuals not in blocks to the gentry. Many of the tenants' customs changed after 1660 with changing economic trends. More lived outside Merrington, their status diversified to reflect more specialised employment. By the early eighteenth century only thirty-seven per cent of Merrington tenants lived in the township where they held land. By the end of the century the percentage had fallen to twenty-seven. Nearly seventy per cent of farms were sublet, being held as only one economic commodity, in a portfolio of commercial interests, including government securities and industrial interests by many lessees. As a result, much more of the land was sublet in the eighteenth and nineteenth centuries. The tenants by the mid eighteenth century were of a more diverse nature but gentry tenants were still outnumbered by the middling sort. The Edens, the local baronets, who acquired Merrington land in the late eighteenth century added it to their farming estate. There was still a concern to protect the inheritance but increasingly this could be just the financial benefit from selling the land. The changes imposed by central government in the mid-nineteenth century stunned some of the tenants. However, because of the fragmentation of the farms and more especially the development of other forms of investment, the properties were not as personally fundamental to many tenants' families as they would have been before about

1750. Nonetheless, for the remaining tenants who still cultivated their own lands the legal changes meant an end to a centuries old tradition.

The initiative for agricultural change in the sixteenth and seventeenth century was shared between landlord and tenants, for example with enclosure. General enclosure of the study area in the seventeenth century was thus supported by landlord and tenants whereas the evidence suggests that the introduction of new crops and rotations in the nineteenth century was tenant led. The tenants sought enclosure in the seventeenth century because they would make more profit as a result of the increased productivity of their lands. They were apparently responding to a local demand for more dairy produce and meat to feed coal workers but long term the area remained one of mixed farming. The landlord also invested in some capital repairs in the sixteenth century. Whereas by the early nineteenth century all the initiative and money appears to have come from the tenants. The landlord's assistance was confined to giving fine rebates and delaying the introduction of increased fines until at least the second renewal after improvement to encourage improvement. The Chapter did not invest in such improvements as drainage on their leasehold estate although individual prebendaries did in their corps lands. The Chapter did have some effect as by charging much higher renewal fines in the early nineteenth century, they encouraged the tenants to innovate in order to pay them.

This study of agricultural development in Merrington in the main supports the views of those such as Joan Thirsk who view changes in the techniques of agricultural production as an evolutionary process from 1540-1840, with some periods of more intense activity. The changes in Merrington, as far as land distribution and enclosure were concerned were certainly not sudden or revolutionary but rather evolutionary. Enclosure was in the main complete by 1700 but exchange and regrouping of land and the development of farmsteads in the fields were major features of the century after

enclosure. Small farms certainly did not disappear in Merrington. The Eden estate grew, as to a lesser extent did that of the Bowlby's and Salvin's. However, many other farms were divided and there was a much greater range of farm sizes in 1840 than in 1541.

Agricultural development took place on the cathedral estate with no change in tenure. The last beneficial leases survived until the 1880s. Nonetheless agricultural innovation and progress took place on the estate. Enclosure in the seventeenth and the introduction of new crops in the nineteenth century were the most dramatic developments, but land redistribution and consolidation and division continued throughout the period. Actual rents (in the form of renewal fines) rose from 1750-1850 as they did in many parts of the country despite the fact that this was not the period of enclosure. In Merrington the rent rise (in the form of renewal fines) was fourfold but this did not mean that the landlord was impoverishing tenants to pay for a landlord-led agricultural revolution. Fines were based on the profits of the land and the rent for which tenants could sublet their land so they also gained more income which was used to fund innovation by the tenants alone in the early nineteenth century. The biggest rental rise, fifty per cent, was in the first decade of the nineteenth century when new crops and rotations were introduced. It was also the decade when war drove agricultural prices high. The evidence does not exist to prove that Merrington tenants reacted to the buoyant market with very significant innovations but it is very likely that this happened.

By the eighteenth century, Chapter concentrated on administration not innovation in their estate. The reforms of the eighteenth century professionalised estate management but this was a management tool which increased its efficiency rather than an agricultural innovation which increased the productivity of the land. The Chapter were concerned to improve the efficiency of their management system so that they could obtain returns related to the true value of the land. They were benefiting from improvements but not initiating them.

Industrial enterprises on a small scale had existed alongside agriculture in Merrington from the sixteenth century. However, the sudden increase in the value of coal mining leases in the area in the second and third decades of the nineteenth century was dramatic. Until at least the 1750s, Chapter income from coal mining in Merrington was insignificant, under one per cent of their income. It was not a major feature in Chapter income until the 1820s, when leases were granted to professional entrepreneurs. By the 1830s industrial leases provided forty per cent of the Chapter income from Merrington. Chapter recognised this by regulatory leases at rack rent. Thus in Merrington, industrial change involved many more technological discontinuities than did agricultural change.

The Chapter had been very successful as a landlord in the sixteenth, seventeenth centuries and early eighteenth centuries, meeting the challenges of developing an estate management system, coping with inflation and restoring their estate administration rapidly after the Civil War and Interregnum. For three hundred years the Dean and Chapter were supported by the revenue from their estate which was their original mandate. The Chapter continued to innovate in many ways until 1840, especially in their attitude to industrial leases.

However, by the 1780s some of the limitations of the system of estate management developed by Durham Chapter were becoming apparent. The relatively slow progress the Chapter made in extracting more revenue from their estate was highlighted after 1750 as many secular landlords switched to rack rents and short leases to ensure that rents kept pace with the rising prices. At the same time many secular landlords were encouraging their tenants in a progressive direction by means of lease covenants. The Dean and Chapter had in practice no control over their choice of tenants. The success of the Durham Cathedral farms depended on the skill, knowledge and work of the individual tenants. The Chapter did not abuse their responsibilities as happened on

some church estates, but there were weaknesses in the system. The Durham Chapter made no attempt to change their statutes to facilitate change despite the fact that the system they were operating was increasingly anachronistic in a changing world.

The nineteenth century parliamentary reforms of church estates reflected the much wider sources of finance available for estate management. The reform would not have been appropriate in the sixteenth and seventeenth centuries when land was the main source of wealth and income for all and corporate bodies and secular landlords depended on it. By 1800 the system of beneficial leasehold had become anachronistic in the face of rapid economic changes.

Analysis of the data from Merrington supports the views of those who argued that cathedrals did not achieve an adequate return on their agricultural land. Total rent and fine income per acre in Merrington for the period 1690-1840 was about thirty per cent of English average rents per acre. The figures are not directly comparable, however, as Durham Chapter were not responsible for capital investment in their estate. The Chapter could have made more money by rack renting from the later eighteenth century but exploiting the economic potential of their estates would have been contrary to their statutes and resulted in more criticism of churchmen seeking wealth at the expense of their tenants. The Cathedral estate administration was not detrimental to the quality of the land or building except perhaps in the case of woodland. Their tenants prospered and innovated, although somewhat later than the most progressive farmers of the region, and did not suffer from the system and were able to pay the rents and fines demanded. The landlord retained their land, surveyed and mapped each property and

drew in rents and fines sufficient to maintain their Cathedral and its work, if less than could have been obtained by rack renting. There were many contemporaries who said the buildings on the leasehold until the 1830s were of the same quality as on freehold lands in Durham. Mackensie and Ross in viewing County Durham in 1834 referred to 'the large and well built village' of Kirk Merrington.²

The Government who had to consider the needs of the whole church, decided by 1840 that the land had greater potential value, which could only be realised by fundamental reorganisation of cathedral lands.

². Mackensie and Ross, *A View of Durham*, 306.

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