

COCWUDU STUDIES 1:

BRINKBURN AND NEWMINSTER
CHARTER BOUNDARY READINGS



BERNICIAN STUDIES GROUP
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BRINKBURN AND NEWMINSTER CHARTER BOUNDARY READINGS

INTRODUCTION: ORIGINS AND SCOPE OF THIS STUDY

This study began as a review of some 13th-century charters of the religious houses of Brinkburn Priory and Newminster Abbey in Northumberland, initiated with the aim of elucidating boundaries of land units and reconciling them to the present-day landscape. Its principal outcome is a set of maps here presented in this document.

The first stage of the study, with fieldwork and subsequent review, considered three charters, the (undated) foundation charter of Brinkburn Priory (Part A below), and two Newminster charters: an agreement of 1225 of grazing rights in West Ritton (B6 below); and a 1268 agreement of grazing rights on Hesleyhurst (B7 below). The analysis of the two Newminster charters threw up some questions as to the boundary between the lands of the lordship of Rothbury and the Merlay barony of Morpeth and this was further pursued in a second stage of study involving a wider range of sources. It then became apparent that this wider study offered a resolution to a question concerning the boundary of Ritton in 1113. Argument is presented on this point. Part A of this document deals with the Brinkburn foundation charter and Part B with the Newminster charters.

The charters and other documents used here have been accessed from printed editions of the Latin texts (see Sources p.36). The geographies of the charters have been tested by field observation, by review of historic maps (principally the 1st edition Ordnance Survey at 6 inches to 1 mile) and from satellite and LiDAR imagery.

The section 'Acknowledgements and Participants' on page 36–7 describes how the study was organised and names those who participated. This study is an element of the *Cocwudu* Historic Landscape Project of the Bernician Studies Group.

CONTENTS

3 – 9	Part A: Brinkburn Foundation Charter: Figs 1 and 2
10 – 36	Part B: Newminster Charters: Ritton and Hesleyhurst, Merlay and Rothbury: Figs 3 - 7
10–11	Juliana and Newminster: B1 - 4;
12–18	West Ritton and Rothbury: B5 - 6; Figs B3 - 4
19–25	The Status of Hesleyhurst: B7 - 8; Fig 5
26–29	Merlay Interest in West Ritton: B9 - 10; Fig 6
30–34	Discussion of the Evidence and Conclusions: Figs 7 and 8
35–36	Appendix: some principles and problems of interpreting charter boundaries.
36–37	Sources, Participants and Acknowledgements
38	Credits

PART A: BRINKBURN CHARTERS

A1: THE FOUNDATION CHARTER

William Bertram's undated foundation charter for Brinkburn Priory grants to the Canons Brinkburn itself as the site for their church and then a number of named places and areas of wood. Then there is reference to a road alignment and the course of a burn, down to its confluence with the river Coquet.

William Bertram's Foundation Charter (undated, mid-12th C). BC. No. 1	
Noverit præsens ætas, noverit creditura posteritas, noverint omnes quod ego, Willelmus Bertram ... concedo locum, qui BRINKEBURNE dicitur, ...	Let the present age know, let believers of the future know, let all know that I, William Bertram ... grant the place which is called Brinkburn, ...
cum terris et omnibus quæ mei iuris sunt, concedo fratribus ...	with the lands and all within my jurisdiction, I grant to the brethren ...
superaddens etiam de desertis meis, videlicet, THORNHALGH, et FORDERHALGH, et PAPWIRTHHALGH, et HELEY at OVER HELEY, et omnes saltus meos circumjacentes;	adding also from my waste lands, Thornyhaugh, and <i>Forderhalgh</i> , and Pauperhaugh, and Healey and Over Healey, and all my wood pasture round about;
et de silva mea, quæ ab oriente est HELEY, a via quæ descendit a superiori parte ejusdem usque ad LINCHBOURNE et exinde usque ubi eadem bourne cadit in Coket. ...	and from my wood east of Healey, from the road that descends from the upper part thereof, as far as Lynchburn and from there to the point where the same burn flows into the Coquet.

Boundary Mapping

The formulation in this charter is a little odd in being partly a boundary description and partly not. Some of the named places can be equated with farms which today carry the same name (although with variant spelling) or a closely related name; other names have disappeared or been changed. The key to interpreting this is to read the charter as a circuit, progressing clockwise from Brinkburn at the south-east. This will establish a geography for the land grant, and from this an interpretation can be proposed for a boundary circuit to include all the places named.

Concedo locum qui BRINKEBURNE dicitur...	Begin at – BRINKBURN, the tongue of land within a tight loop of the River Coquet on its north side [NZ115 983].
superaddens etiam de desertis meis, videlicet, THORNHALGH, et FORDERHALGH, et PAPERWIRTHHALGH ...	Progress west upstream along the haughs, that is the floodplain lands of the river Coquet to: THORNHALGH – now THORNYHAUGH on the south bank of the river [NZ 111 988], and then: FORDERHALGH – this name does not now survive, but if we read the charter as a circuit, we can identify this as the next haugh along the valley, the present-day LONGHAUGH [NZ 104 989], also on the south side. If we take

	<p>the <i>FORD</i>- element of the name at face value, this is consistent with there being a ford across the river at Longhaugh in modern times.</p> <p>PAPWIRTHHALGH – the name has evolved to present-day PAUPERHAUGH [NZ 101 995], on the north side of the river, 2KM metres NW of the priory site.</p>
et HELEY et OVER HELEY...	<p>HELEY – modern spelling HEALEY [NU 0959 0065]. Still on the north side of the river, we have come 1.2 KM NW of Pauperhaugh, part-way up the hill now called Thorney Hill, at 160 metres OD, 100 metres above the level of the Coquet.</p> <p>OVER HELEY – the name has not survived in this form. Candidate locations are the farmstead of HOPE, 1KM N of Heley [NU 0975 0158], or HEALEY COTE 1.8KM ESE [NU 1135 0021]. The logic of the boundary circuit might favour Hope as the location, but see Note 2 The Healeys below for further comment on this and an argument for Healey Cote as OVER HELEY.</p>
Et omnes SALTUS meos circumjacentes...	<p>SALTUS MEOS – not a specific location, but a more generalised reference. The term is used of intermittently wooded areas of land, especially in hilly regions; we might translate as ‘wood pasture’. Assuming that the circuit is taking us N or NE, we are coming towards the higher moorland terrain, above 200 metres OD and so light woodland or wood pasture would be consistent with the topography.</p>
et de SILVA mea, quae ab oriente est Hely...	<p>SILVA – woodland again. There is ambiguity in the text here: is the woodland east of Heley or is Heley east of the woodland? The logic of a boundary circuit, with reference particularly to the next element, suggests that the woodland is east of Healey.</p>
a via quae descendit a superiori parte eiusdem usque ad LINCHBOURNE...	<p>VIA and LINCHBOURNE – that a road should descend from higher ground is consistent with the interpretation already given, that the boundary circuit has by now reached moorland terrain. The identity of the road is uncertain, but it leads to the upper reaches of LINCHBOURNE. This has not survived as the name of a tributary burn, but the <i>LINCH</i>- element, probably deriving from Old English <i>hlinc</i> meaning 'bank', 'ridge or 'ledge', is still in the landscape as the name of a wood LYNCH WOOD [NU 110 019], some 0.6KM NE of the present-day farmstead of Woodhead, and on a SE-facing slope, descending from 200+M OD down to 130M OD, which fits the name well. This was possibly the woodland (SILVA) of the charter. On this analysis, HEALEYCOTE BURN is a possible identification of the LINCHBOURNE of the charter, but an argument is made below (see Note 3 The Boundary Circuit) for identifying a smaller, unnamed burn a short distance further east as LINCHBOURNE.</p>
et exinde usque ubi eadem bourne cadit in COKET.	<p>COKET confluence – The final element is the line of watercourse, running S, and further down called COCKSHOT BURN. This then curves towards SE to the confluence with the Coquet [NZ 1241 9885] immediately W of Todstead. A 1KM stretch up-river along the Coquet completes the circuit at Brinkburn, its point of origin.</p>

NOTES:

1: THE HAUGHS (Fig 1)

THORNHALGH and FORDERHALGH, understood as Thorneyhaugh and Longhaugh are on the south side of the river Coquet. This poses two problems for the interpretation given above:

- all the rest of the land is on the north side of the Coquet, so why this small area on the south?
- as land south of the Coquet and west of Maglin Burn, should this not be land of the lordship of Rothbury, outside of the Bertram holdings?

For a distance of some 3KM upstream from the steep-sided and narrow gorge of the Brinkburn loop, the Coquet has formed a floodplain some 200M – 300M wide. Most of this land is formed of alluvial deposits, with some fragments remaining of an earlier, now largely eroded terrace. Township boundaries, as recorded on 1st OS, follow the present meandering course of the river. But the very fact of the alluviation is evidence that, further back in time, the course of the river has not been stable. It is possible that at some time the river held to a course at the southern edge of its floodplain. Environment Agency LiDAR survey images (Fig 1) do suggest relict channels hard along the south edge of the valley immediately west

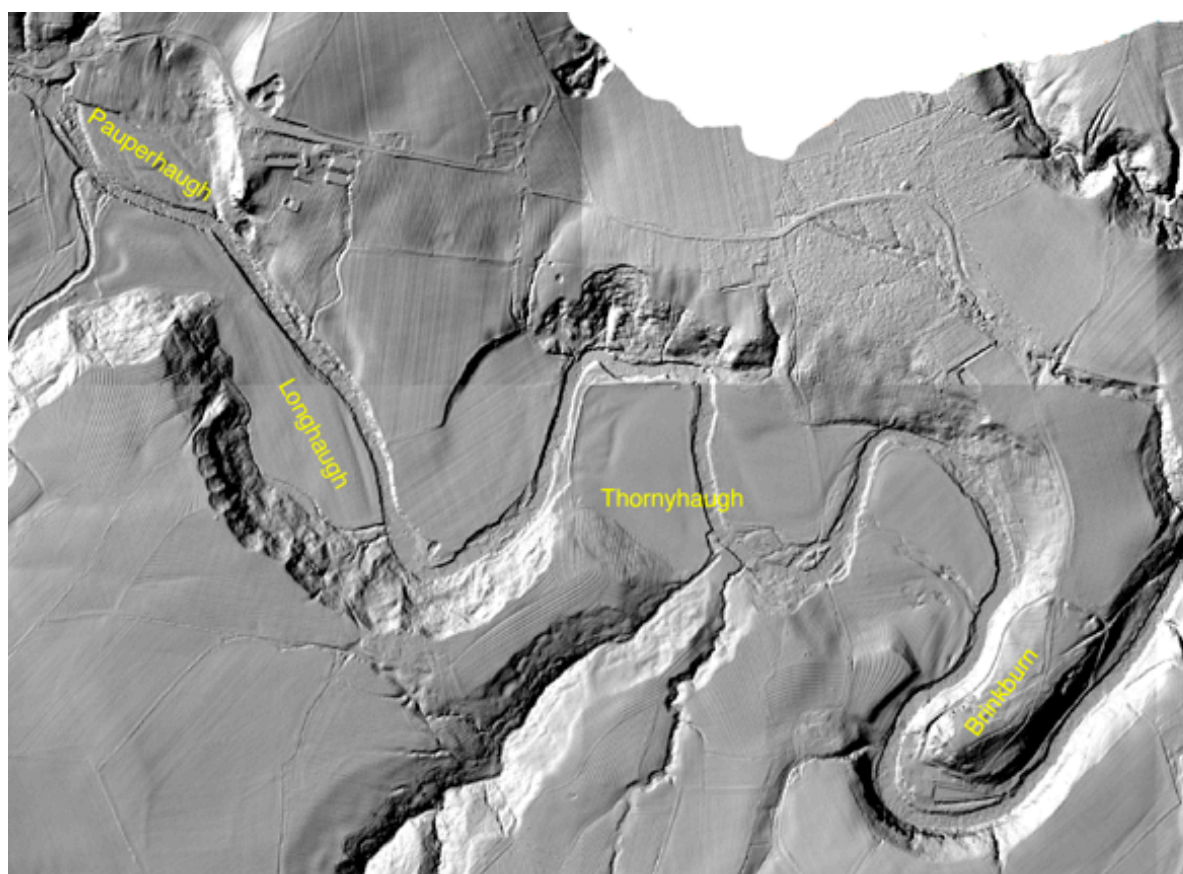


Fig 1 LiDAR image of the Coquet haughs west of Brinkburn. Source: Environment Agency

of the Brinkburn loop and at Longhaugh, though not at Thornyhaugh, unless downslope ridge-and-furrow ploughing has obscured one here. It is also possible that, at a time when the land was not managed for intensive use, the river was braided, with many unstable and short-lived channels. If the first of these geomorphological models is correct, then we can suggest that at the time when firm boundaries were established between landholdings, all

of the haughs of the floodplain were north of the river and thus north of the boundary line which was established; this line remained in force even after new meanders had left some haughs on the south bank. If the model of unstable, braided channels is correct, we can suggest that all of the shifting land, right up to the southern edge of the floodplain, was understood to belong to the north side of the river. There is not enough information to hand to judge between these models, nor to know the state of this land in the first half of the 12th century, but either reading offers a cogent reason for how the south-bank haughs came to be included in Bertram's land grant to Brinkburn.

2: THE HEALEYS

Other Brinkburn charters add three more Healey names to the two, HELEY and OVER HELEY, of the founder's charter.

- Charter number 4 is a confirmation charter issued by William's son Roger, and number 3 is a confirmation by Roger's son William II of his father's and his grandfather's grants. Both of these, in confirming the terms of the founding grant, repeat (though with some variant spellings) the narrative of William I's charter, with the same places and features given in the same order, except for one difference: where the first charter has OVER HELEY, both of the confirmations have UNERHELEY.
- Charter Numbers 6, 8 and 11 refer to HELYHOPE as pasture for beasts.
- Charter numbers 8 and 11 refer to GRENEHELEY as a sheep run.

Comments:

A: The Over- and Under-Healey confusion needs to be explained. The context in which the names appear in each of the three charters suggests that OVER HELEY and UNERHELEY are one and the same place, however unlikely this might seem from the names alone. It is quite plausible that one could have been misread or miscopied as the other. Scribes copying manuscripts often mistake -v- spelt -u- for -n-, and vice versa, and misreading of *o* as *u* is also possible in some hands. So which is original?

In favour of Over: a) This is common as a distinguishing affix in place-names, more so than 'under'. The usual contrasting pair would be 'Over' and 'Nether'. b) The -d- of *under* would normally be retained in the spelling at this date.

So paleographically and toponomastically *Uner-* could well be a mistake for *Ouer-*.

In favour of Under: However, if this place is Healey Cote, we need to note that Healey is at 155m OD and Healey Cote at 102m.

The argument for accepting Healey Cote as the location, even if *Ouer* is the correct form of the name, rests on the identification of HELYHOPE (B, below).

B: Hope as a name survives as a farmstead 1KM north of Healey and higher uphill at 200 metres OD and the woodland between Hope and the Black Burn has the name Hope Wood. Its position fits the profile of a 'hope' site better than Healey Cote does. A 'hope' is typically an enclosed side-valley, often remote and high but often containing outlying farms. These points argue for identifying this farmstead, rather than Healey Cote, as the HELYHOPE of 6, 8 and 11.

C: No abandoned settlement locations of the medieval era are evident in the landscape hereabouts and so we might suppose that the locations of OVER/UNERHELEY and

GRENEHELEY are now the sites of other present-day farms. The sheep run of GRENEHELEY could possibly be at HIGH LINN [NU 0947 0224], a further 600 metres north of Hope, with HEALEY COTE retaining the Healey name element from OVER/UNERHELEY

3: THE BOUNDARY CIRCUIT (Fig 2)

It is now possible to propose a boundary circuit for the founding charter taking in all the name elements from the charter evidence.

- From Brinkburn, the southern boundary runs NW, upstream along the river Coquet, along the S side of the haughs, that is right against the south edge of the valley floor.
- 3KM upstream (straight-line measure), the valley floor reaches a pinch point, beyond which the river is confined to a narrow channel, with no alluvial valley floor. At this point, a left-bank tributary, the Black Burn, flows in from the north [NU 0906 0002].
- With a sharp turn north, the boundary follows the line of the Black Burn for 2.2KM in an almost-straight line S-N to a point at which head waters of the burn converge [NU 0880 0219]. This burn defines the W edge of the units of HELEY and HELEYHOPE and was the boundary between Bertram's land and the land of the lordship of Rothbury.
- By now, the boundary is approaching high ground and there is no obvious natural feature in the topography to define a boundary line. To carry the boundary east to the road leading to the head of LINCHBOURNE, 2.4KM further east, our proposed circuit follows the mid-19th century mapping of the boundary between what after the dissolution of the priory had come to be called Brinkburn High Ward and the Rothbury lordship.
- Healeycote Burn runs down-slope from Lynch Wood [NU 1073 0186] in an almost straight line heading SSE passing alongside Healey Cote farm. This is a candidate for LINCHBOURNE. But there is an alternative possibility close by to the east, and although this unnamed burn is not so prominent in the landscape as Healeycote Burn it is our preferred line for the E side of the boundary circuit. The High Ward–Rothbury boundary already mentioned is running from higher up downslope ESE, eventually marking the N edge of Lynch Wood. At the NE corner of Lynch Wood it abuts the boundary of Longframlington township, which at this point is aligned N-S [NU 1121 0198]. From this point, the Longframlington boundary runs downslope S on a curving alignment; this is now the boundary with Brinkburn High Ward. Although this is now just a field boundary line, with no pathway, its line would fit the charter description of the VIA that descends from the higher ground to the point at which it meets the top end of the unnamed burn [NU 1147 0085]. On this reading, this is LINCHBOURNE; it flows S past the homestead of Jackson's Style [NU 1177 0005], where it curves slightly SW to a confluence with Healeycote Burn [NU 1168 9981]. Below this confluence, the burn, now called Cockshot Burn, flows directly S for some 400 metres and then continues SE for some 800 metres to the point at which it flows into the river Coquet [NZ 1241 9885].

- The case for arguing this alignment in preference to the Healeycote Burn is that it is the boundary of Longframlington township and therefore likely to be already in place in the 12th century, at the time of the Brinkburn foundation grant. However, there is an oddity. At the point at which this line meets the top of the unnamed burn [NU 1147 0085], 1st OS (and later) mapping shows the Longframlington boundary kicking suddenly ENE in a straight line for some 400 metres, at which point it makes a sharp right-angle turn SSE for 1.2KM. The line here conforms to the straight edges of fields which look as though they have been set out by surveyors at an episode of enclosure. If we follow a general principle of interpretation, that ancient boundaries in the landscape tend to reference to the topography of the area [see Appendix], we can suggest that this alignment is a post-medieval alteration of a boundary line which earlier had followed the burn.
- From the Cockshot-Coquet confluence, a line following the Coquet 1Km upstream and running SW to Brinkburn completes the boundary circuit.

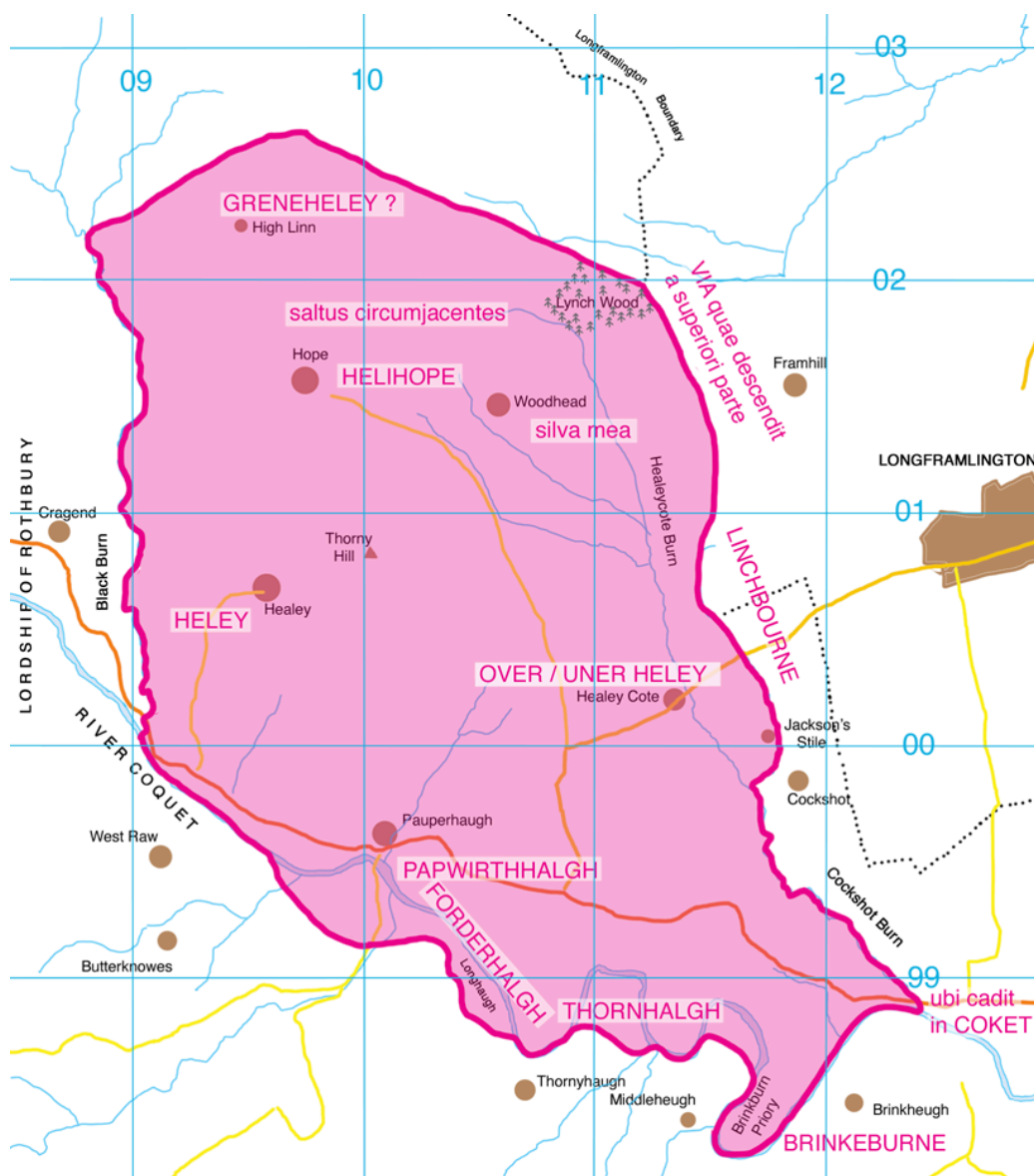


Fig 2 Boundary circuit and locations, Brinkburn foundation charter. Scale - Blue lines at 1Km intervals.

A NEWLY RE-DISCOVERED TOWNSHIP

The boundary circuit here proposed outlines an area of land of 2170 acres (878 hectares), roughly a tapering oval in shape, with a length of 4.7KM from NW to SE and a maximum width SW to NE of 2.5KM. Its boundaries on the S, W and most of the E side are defined by prominent features of the local topography, the river Coquet and two of its north-bank tributaries, the Black Burn in the west and the un-named/Cockshot Burn in the east; only on the open moorland is the boundary not defined by natural features. The area thus enclosed has a varied topography, with all that implies for access to natural resources, from the floodplain of the river Coquet, across cultivable lower slopes, and on to upper slopes of woodland and coarse grazing.

This is surely a hitherto unrecognised township, brought to light for the first time in this analysis; and with four (or five) Healey names identified, it seems likely that the township name was Healey. The reason it has been unrecognised is that there is no known documentary record before it was given over to Brinkburn Priory, and thereafter its identity was subsumed within that of the priory lands. After the dissolution of the priory in 1537, its lands retained an administrative status as the chapelry of Brinkburn, but they were by then more extensive than the area of the founder's grant; Brinkburn High Ward corresponds to some degree, though not completely, to the boundary reconstruction of Fig 2. A further hindrance to recognition is that, by the time the dissolution occurred, Healey and Pauperhaugh, elements in Bertram's charter, had come into the possession of the lordship of Rothbury; when, how, and in what circumstances are unknown. Thus, Rothbury has taken a bite out of this land unit and so mapping in modern times gives little hint of the by-now disguised township of Healey.

The confirmation charters of Roger and William II Bertram (numbers 4 and 3, referred to above) refer to Feltonshire. This is a survival into the 12th century of a pre-Conquest land unit, and when King Henry I set up the Northumberland baronies in the early years of the 12th century he allocated this shire as a complete entity to Bertram as one of three separate blocks of land. We can now place Healey as the most westerly township of this shire, bordering on the lands of Rothbury across the Black Burn and, within Feltonshire, bordering the large township of Framlington (now Longframlington) to the east.

PART B
 NEWMINSTER CHARTERS:
 RITTON AND HESLEYHURST, MERLAY AND ROTHBURY

SUMMARY

The presentation and analysis of evidence divides into 5 parts:

1. Ritton within the 1113 dowry land of Juliana daughter of earl Gospatric (B1-B4).
2. Evidence for West Ritton as a Rothbury township (B5-B6).
3. Newminster's rights in Hesleyhurst and Merlay interests here (B7-B8).
4. Evidence for Merlay interest in West Ritton (B9-10).
5. Discussion of the evidence and conclusion.

The following conclusions are reached from analysis of these charters:

1. **Before 1208, the Merlay barons held land within the lordship of Rothbury, and this included West Ritton and Hesleyside.**
2. **During the 13th century, West Ritton and Hesleyside were held by the lords of Rothbury as part of Rothbury Forest.**
3. **Notwithstanding conclusion 1, The Ritton of the 1113 dowry land was East Ritton alone.**

JULIANA AND NEWMINSTER: B1 - 4

B1: JULIANA'S DOWRY, 1113

In 1113, when Juliana, daughter of Earl Gospatric married Ranulf de Merlay, she brought to the marriage as dowry a landed estate from the Gospatric holdings, a set of townships forming a single block of land between the rivers Coquet and Font. These are, working clockwise from the north-west, Wingates, Horsley, (now Long Horsley), Stanton, Witton, and Ritton. In addition, there was a township beyond the moors, known to be Low Learchild.

1113. Marriage licence from Henry I. Newminster Cartulary (NC) pp.268-9

Henricus Rex Angl' et dux Norman' ... ministris (et) omnibus baronibus suis Francis et Anglicis (Northumbriae), salutem. Notum sit omnibus vobis, me dedisse Ranulpho de Merlay Julianam filiam comitis Gospatricii, et sciatis quod inter me et patrem suam dedimus ei in liberum mariale, (sibi) atque hæredibus suis, scil. Horsley, Stanton, W(itton), Ritton, Wyndegates, et quendam villam ultra moras, ...	Henry, King of England and Duke of Normandy ... to his ministers and all his barons, French and English, of Northumberland, greetings. Let all know that I have given to Ranulf de Merlay Juliana, daughter of earl Gospatric, and know that between me and her father we have given to him in free marriage, to him and his heirs, the following: Horsley, Stanton, Witton, Ritton, Wingates, and a certain vill beyond the moors.
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B2: NEWMINSTER FOUNDATION, 1138

When Ranulf de Merlay established the monastery of Newminster in 1138, he included in the foundation charter two areas from Juliana's dowry land, Ritton and a part of the wood of Witton.

1138. Carta Prima. Ranulph de Merlay's founding grant. NC p.1.	
Ranulphus de Merlay. Sciatis me ... dedisse in foedo et in elemosinam monachis Abbathiae Novi Monasterii ... Rittunam et quicquid ad illam pertinet et in bosco et in plano, et partem silvae de Wittuna sicut eis coram meis hominibus divisi, et totem vallem inter Morpada et Milford, videlicet ...	Know that I, Ranulf de Merlay, have given in fee and in alms to the monks of the abbey of Newminster Ritton and whatever pertains to it and in wood and pasture, and a part of the wood of Witton, just as I divided off for them in the presence of my men, and the whole valley between Morpeth and Mitford, that is ...

B3: NEWMINSTER CONFIRMATION I

Ranulf's son, Roger de Merlay I, then confirmed his father's charter.

1165x1187. Confirmation by Roger de Marlay I. NC p.2. A	
Notum sit vobis me ... concessisse et praesenti carta confirmasse donacionem quam pater meus... concessit et dedit ...et confirmavit, scilicet - Rittunam et quicquid ad illam pertinet in bosco et in plano...	Know that I have granted and by this present charter have confirmed the donation that my father granted and gave and confirmed, that is, Ritton and whatever pertains to it in wood and pasture...

B4: NEWMINSTER CONFIRMATION II

Roger I's grandson, Roger III, re-confirmed

1239x1265. Confirmation by Roger de Merlay III. NC p 3.	
Sciatis me ...concessisse et praesenti carta confirmasse ...grang' etiam de Ritton et de Hulgam cum omnibus clausis et rectis divisus suis, et cum omnibus aliis pertinentiis, libertalibus, et asiamentis, tam in bosco quam in plano...	Know that I have granted and by this present charter have confirmed the grange of Ritton and Ulgham, with all closes and proper boundaries and with all liberties and easements pertaining in wood and pasture..

Neither in the marriage agreement nor in any of these Merlay charters is any distinction drawn between East and West Ritton. The first indication of their being two Rittons comes in 1208 (B5 below).

The question, therefore, is –

- **did Juliana's Ritton, the Ritton of the Gospatric holdings, take in the whole of what were later identified as East and West Ritton (that is, was Ritton later sub-divided), or was it was only ever East Ritton?**

(Juliana's Ritton is unlikely to have been West Ritton alone. This would have been detached from the other townships of the estate, leaving a hole immediately east.)

WEST RITTON AND ROTHBURY: B5 - 6

B5: BOUNDARY AGREEMENT, 1208 (Fig 3)

The first evidence on this point, and the first mention of West Ritton, comes in a legal agreement of AD 1208 between Robert son of Roger, the lord of Rothbury, and Roger de Merlay II. This agrees the line of a formerly disputed boundary between their lands and grants rights to Newminster in West Ritton: the first evidence of Newminster interests here, in the form of a grange farm.

1208. Agreement between Robert son of Roger and Roger de Merlay II in the king's court. Percy Charters (PC) No. 755.	
<p>Hec est finalis concordia facta in curia domini regis apud Carlionum ... inter Rogerum de Merlay, petentem, et Robertum filium Rogeri, tenentem, de quadam parte foreste de ROUTHBYRY unde contencio fuit inter eos ...</p> <p>: Idem Rogerus recognovit et concessit totam predictam forestam esse jus ipsius Roberti, ut pertinentem ad manerium suum de Roubiri.</p> <p>: Et pro hac ... idem Robertus concessit hominibus ipsius Rogeri de Wyndegates et abbati de Novo Monasterio et ejus successoribus,</p> <ul style="list-style-type: none"> • ad averia eorum cubancia et levancia ad grangem eorum de WESTRINGTON, • communam de herbagio tantum in bosco ipsius Roberti in FELBERDRIG ... <p>Et ita quod per concessionem ipsius Roberti et Rogeri tales sunt divise inter manerium eiusdem Roberti de Roubiry ... et predictam manerium de Wyndegates... scilicet:</p> <p>a capite de MAGGILD usque in KOKET, et ab eadem capite de MAGILD usque ad ALDERECASELL, et de ALDERECASELL usque ad FUNT, et de FOUNT usque ad HESELDEN.</p>	<p>This is a final agreement made in the king's court in Carlisle, between Roger de Merlay, petitioner, and Robert son of Roger, occupier, concerning a part of the forest of Rothbury in dispute between them.</p> <p>: Roger acknowledges and grants that the whole of the said forest is by right Robert's as pertaining to his manor of Rothbury.</p> <p>: And for this, Robert grants to the men of Roger of Wingates and to the abbot of Newminster and his successors:</p> <ul style="list-style-type: none"> • right of grazing for the beasts of their grange of West Ritton • and common of herbage in Robert's wood of <i>Feldberdrig</i>. <p>And so by agreement of Robert and Roger these are the boundaries between Robert's manor of Rothbury and the said manor of Wingates, that is –</p> <p>from the head of Maglin to the Coquet, and from the same head of Maglin right to <i>Aldercastell</i>, and from <i>Aldercastell</i> to the Font, and from the Font to <i>Heselden</i>.</p>

The circumstances of the legal agreement

This agreement is the outcome of legal process. It implies that Roger de Merlay II had claimed interests in Rothbury Forest land and had granted parts to one of one of his tenants in Wingates and to Newminster Abbey. Robert son of Roger, lord of Rothbury brought an action against him and in the negotiations that followed they struck a deal whereby Merlay withdrew east of Maglin Burn, while Robert of Rothbury accepted as a *fait accompli* that Newminster had set up a farm within the bounds of the Forest at West Ritton and that a Merlay tenant, Roger of Wingates, was grazing animals in *Feldberdrig* (presumably also on Rothbury land, but its location is not known).

Boundary mapping

Preliminary note: There are two odd points about the boundary description.

1: It is said to be the boundary between the manor of Rothbury (Rothbury Forest) and the manor of Wingates. The southern edge of Wingates is well to the north of the Font, and yet the boundary extends to the Font; thus the boundary seems to define more than just Wingates township.

2: The description seems not to be a progress from one end to the other: the *caput* of Maggild is twice used as a point of reference. This seems to mean that we are to stand (as it were) at this point and look first of all in one direction and then in another: the *caput* is a hinge point.

<p>a capite de MAGGILD usque in KOKET</p>	<p>MAGGILD is the Maglin Burn, a south-bank tributary of the Coquet, running in an almost-straight line NE to a confluence with the Coquet [NZ 1124 9871]; the N end of the boundary is at this confluence. The starting point is the head of the Maglin. We might interpret this as being one of two possible points:</p> <p>i) either the place at which the water first emerges out of the ground [NZ 074 950]. This is a somewhat indeterminate point within a shallow basin of boggy ground some 800 metres NE of the road junction at Coldrife.</p> <p>ii) or the highest point of the hill [NZ 0640 9453], some 300 metres SW of the Coldrife road junction.</p> <p>The second is the summit of Coldrife Hill. This is the point from which the valley of the Maglin descends, and a point from which the ground falls off in all directions, and steeply to the S, W and NW. It is the most prominent feature in the landscape for some distance around: an obvious marker point for a boundary circuit, and a good point at which to stand and look one way and then the other.</p>
<p>et ab eadem capite de MAGILD usque ad ALDERCASTELL, et de ALREDCASTELL usque ad FUNT,</p>	<p>Back on Coldrife Hill (the <i>caput</i> of Maggild), and the direction is to the Font, via ALDERCASTELL/ALREDCASTELL.</p> <p>The suggested interpretation in Fig 3 is: a more-or-less straight line S from the hilltop for 1.3KM to the Font, picking up the source of a small burn about half way along and then following the burn to its confluence with the Font at NZ 0649 9328. The burn, un-named on modern maps, is interpreted as the <i>WYTEDENE</i> of the 1225 agreement (B6 and Fig 4). This has good topographical logic as a route from Maglin Burn head to the Font, and it is in part the modern boundary between the two Rittons. (The boundary, as recorded on the 1st edition Ordnance Survey map, takes a curve around the hill and then downslope to the small burn and the Font.)</p> <p>ALDERCASTELL/ALREDCASTELL is problematic. The name looks like a personal name plus <i>castell</i> or perhaps earlier <i>cæster</i>, but there is no stronghold-type place known around here. If the suggested line is correct, then it would have to be on the south-facing slope of Coldrife Hill above the burn. Perhaps, then, the <i>caput</i> of Maggild is the source of Maglin Burn and Alder/Alredcastell is on Coldrife Hill. On either interpretation, the boundary line would be the same.</p> <p>An alternative suggestion would be to identify ALDERCASTELL as the present Ritton White House, running the boundary west from the top of Coldrife Hill, past the White House and on to the small burn which now forms the southern part of west boundary of West Ritton township, flowing into the</p>

	<p>Font at NZ 0518 9373. Although this would be reasonable topographically, it would be incompatible with the boundary of the 1225 agreement as reconstructed below (B6 and Fig 4). For this reason, the preferred interpretation (Fig 3) does not follow this line.</p> <p>(The alignment shown here (Fig 3) is more or less parallel with the B6342 road between Coldrife and Combhill Bridge, but this is part of the Alnmouth Turnpike road and not an ancient feature. The rationale for the line suggested here is topographic and does not depend on this road.)</p>
et de FOUNT usque ad HESELDEN.	<p>It is not obvious why the boundary description needed to be extended beyond the point at which it reached the Font: it has already gone beyond the township of Wingates; and this river formed the southern boundary of both the Merlay lands and those of the Rothbury lordship and so cannot have been at issue between them. Modern place-names offer no good clue for HESELDEN. One version of the 1225 boundary agreement (B6 below) also names HESELDEN and if the two are the same place, this means that it is upstream (west) of the point at which this 1208 boundary reaches the Font. A point somewhere around NZ 0518 9373 is possible. This is where the small burn forming the west edge of West Ritton township (as above) meets the Font. This is unnamed on modern maps, but in an Alnwick manuscript defining the boundaries of the manor of Rothbury of c.1580-90 the burn is named as <i>BLAKEDON</i>.</p>

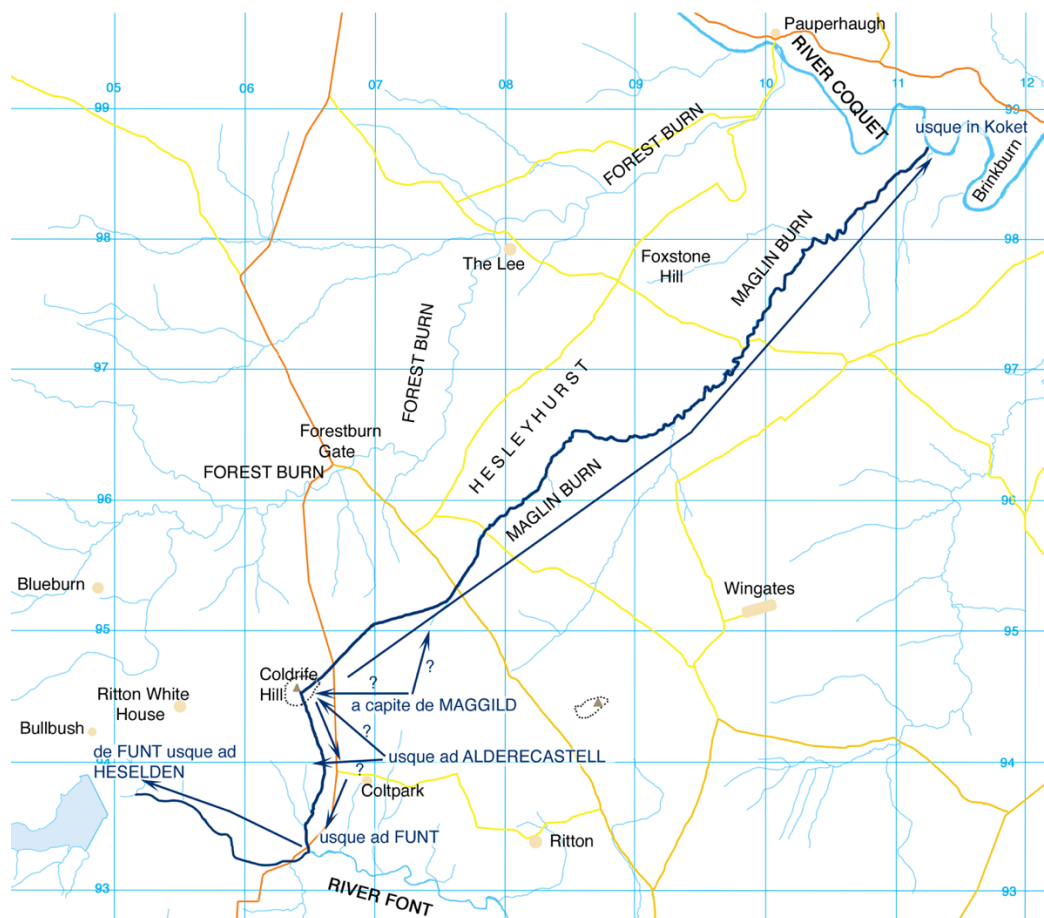


Fig 3 The 1208 boundary agreement. Scale - Blue lines at 1Km intervals.

Interim Conclusion 1

If this boundary reconstruction is sound (at least as far as the Font), it confirms that the townships of Wingates and Ritton Coltpark, as now constituted, are on the east side, that is the Merlay side, with Hesleyhurst, Hollinghill and Ritton White House on the Rothbury side. Ritton Colt Park is the core of medieval East Ritton, and Ritton White House the medieval West Ritton. (See B9 below for a further note on Ritton Colt Park and East Ritton.) This places the two within separate medieval landholding units and could indicate that Juliana's Ritton was East Ritton alone.

- **Is there other evidence to support this?**

Further evidence

B6: WEST RITTON BOUNDARIES, 1225 (Fig 4)

In 1225 a legal agreement was drawn up between John son of Robert, lord of Rothbury (one generation further on from Robert son of Roger of 1208) and the abbot of Newminster concerning pasture in West Ritton that had been in dispute between them. This is recorded in both the Newminster and the Percy charters. (The Percies gained the lordship of Rothbury in C14.) The text below is from the Newminster charters, with variant spellings in Percy given in [square brackets] and words not shown in Percy given in {curly brackets}. The date is established from the Percy charter.

1225. Agreement between John son of Robert, lord of Rothbury, and the abbot of Newminster in the court of the king's justices in Newcastle. NC pp. 10-11. PC No. 757.	
<p>Concordia ... de quadam pastura de WEST RITTON [WESTRINGTON] unde contencio fuit inter illos, scilicet:</p> <p>Quod idem Johannes filius Roberti concessit ... Deo et abbati et monachis de Novo Monasterio pasturam inter has divisas, scilicet:</p> <p>: ab eo loco ubi WYTEDEN descendit in FUNT,</p> <p>: et sic ascendendo per FUNT usque ad regiam viam quæ venit de HELLISDENE [HESELDEN] et extendit versus north,</p> <p>: et per eandem viam usque ad HELTANT[R]E descendendo usque in YLEIBURNE [YLEYBERN]</p> <p>: et per [de] YLEYBURNE [YLEYBERN] usque ad viam quæ se extendit versus austrum ad THROCSTANES [de CROKESTANS]</p> <p>{: et per eandem viam usque ad THROCSTANES} per antiquam viam usque ad MAGGILD [MAGHILD]</p> <p>: et per MAGGILD [MAGHILD] usque ad MAGGILHEUED [MAGHILDLEUID]</p> <p>ad omnimoda averia ... cubancia et levancia ad grangiam suam de WEST RITTON [WESTRINGTON] et ad haracium suum.</p> <p>Idem etiam Johannes concessit eisdem sufficienter estovaria sua ad dictam grangiam suam de WEST RITTON [WESTRINGTON] in bosco suo contento infra prædictas divisas ... sufficienter ibidem ad arandum, claudendum et ædificandum.</p>	<p>Agreement concerning a pasture of West Ritton which was in dispute between them, such that:</p> <p>John son of Robert grants to God and the abbot and monks of Newminster a pasture within these boundaries, that is:</p> <p>from the place where White Dene flows into the Font,</p> <p>and going upriver along the Font as far as the king's road that comes from <i>Hellisdene</i> [<i>Heselden</i>] and extends towards the north,</p> <p>and by the same road as far as <i>Heltant</i>[<i>r</i>]e,</p> <p>and descending to <i>Yley</i> Burn,</p> <p>and along <i>Yley</i> Burn as far as the road that extends forwards the south to <i>Throcstanes</i> [<i>Crokestans</i>],</p> <p>{and along that road as far as Throcstanes} along the old road to <i>Maggild</i>.</p> <p>and along <i>Maggild</i> as far as <i>Maggild</i> Head.</p> <p>cubant and levant for all the beasts of his grange of West Ritton and for his stud.</p> <p>John also grants them enough of his estovers for the said grange of West Ritton from his wood within the said boundaries, that is enough for burning, fencing and building.</p> <p>He also grants them a turbarry near <i>Aldrechaster</i>.</p>

<p>Concessit et eisdem petariam propinquiorem juxta ALDRECHASTEL [ALDUCHASTELL] ...</p> <p>Et sciendum est quod idem Johannes et heredes sui habebunt pasturam infra prædictas divisas ad omnimoda averia sua propria petinencia ad manerium suum de ROTHBIRY [ROUBIRY], nec alia averia quam sua propria infra prædictas divisas attachent vel habebunt, nec aliquis hominum suorum ibi pasturam habebit.</p>	<p>And let it be known that John and his heirs shall have pasture within the said boundaries for all of their own animals belonging to their manor of Rothbury; and none but their own beasts nor any of the beasts of their men shall have pasture there.</p>
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Boundary mapping

This is a full boundary circuit progressing clockwise.

: ab eo loco ubi WYTEDEN descendit in FUNT,	WYTEDENE is interpreted as being the course of the small unnamed burn that flows directly S into the Font at [NZ 0649 9328]. This is the same burn, on the same line down to the Font proposed in the 1208 boundary description (B5).
: et sic ascendendo per FUNT usque ad regiam viam quæ venit de HELLISDENE [HESELDEN] et extendit versus north,	<p>The direction is upstream along the as far as a road which comes from HELLISDENE [HESELDEN]. There are now no paved roads that would fit the description west of the Alnmouth Turnpike (see notes B5 for the 1208 boundary) but there is a routeway on the 1st OS linking the farmsteads of Bullbush [NZ 0482 9422] and Blueburn [NZ 0487 9532] and extending N in the direction of Rothbury. In the c.1580-90 boundary description (mentioned in B5 above) this was called <i>CLATTERANDWAY</i>. There is still signs of a track between the Font and Blueburn. (Present-day, this brings us close to the dam and associated structures of Fontburn Reservoir.)</p> <p>This road has come from HELLISDENE [HESELDEN]. The text of the charter might be read to mean that it is beyond the line of the boundary: the road has come from there. But, on the other hand, the 1208 boundary line (B5 and Fig 3) finishes at HESELDEN, a point upstream along the Font. The interpretation given for both is point where the small tributary burn flows into the Font from the north side at NZ 0518 9373, <i>BLAKEDON</i> of the 1580-90 survey, and which forms the west boundary of West Ritton. From here the road goes north.</p>
: et per eandem viam usque ad HELTANT[R]E descendendo usque in YLEIBURNE [YLEYBERN]	<p>The road goes to HELTANT[R]E, which can be interpreted as the modern Blueburn farmstead.</p> <p>From here the road descends to <i>YLIEBURN</i>, and this is understood to be the present-day Forest Burn (See also B7 on this point.). The point at which the road reaches the burn is some 2KM W of Forestburn Gate, in the area of the headwaters of the Forest Burn which converge between this point and Forestburn Gate. It is a moot point as to which burn to take as the marker; the Fig 4 mapping uses the one now called Spylaw Burn [NZ 0498 9582], but it could be the next one N, labelled on present maps as Forest Burn.</p>
: et per [de] YLEYBURNE [YLEYBERN] usque ad viam quæ se extendit versus austrum ad THROCSTANES [de CROKESTANS]	Downstream along YLEYBURNE/Forest Burn as far as a road running S. to THROCSTANES [CROKSTANS]. This has to be one of the roads crossing Forest Burn. In discussions, there was a strong suggestion that this is the minor road crossing the burn at The Lee [NZ 0792 9806] and crossing the ridge of ground between Forest Burn and Maglin Burn by Foxstone Hill; there is linguistic support for Foxstone being derived from Throcstanes/Crockstans. However, analysis of the Hesleyhurst grazing agreement makes a better case

	for the road to Throcstanes being Ritton Bank, as it heads SE from the crossing at Forestburn Gate [NZ 0678 9624] (See B7 for the argument.).
{: et per eandem viam usque ad THROCSTANES} per antiquam viam usque ad MAGGILD [MAGHILD]	<p>The route along the road is as far as THROCSTANES (from the Newminster text; omitted in Percy) and then on to MAGGILD, identified in the analysis of the 1208 boundary (B5) as the Maglin Burn; that is, it crosses over the ridge between the two burns. THROCSTANES itself should be somewhere between the two; the highest point along the route seems a likely location. This identification might imply that the THROC-/CROC- name element, if it is the basis for FOX-stone, has been localised to different points along this stony ridge at different times; or it might be that the THROC-/CROC- stone is a single standing stone, a possible prehistoric boundary marker. (See B9 for a further note on this speculative point.)</p> <p>The road, which at first mention is simply a <i>via</i>, has become an ancient road (<i>antiqua via</i>). Does this mean that beyond THROCSTANES the boundary takes a different road from the one leading out of the Forestburn dene, or is Ritton Bank the ancient road, with the boundary following this between the two burns? A possible interpretation is that at the ridge (THROCSTANES) the boundary picks up a line (now in part a minor road) that runs in a curve north of Ritton Bank. If so, it meets Maglin Burn some 400M downstream of the Ritton Bank crossing. The case for considering this (apart from making a distinction between the <i>via</i> and the <i>antiqua via</i>) is that east of Maglin Burn it is an old boundary line, in part the township boundary between Wingates and Ritton Coltparks, and, even to the present day, an estate boundary with Orde lands on the N side. While allowing this as a possibility, the boundary is here mapped along Ritton Bank on the argument that, between the two burns, this is a township boundary between Hesleyhurst and Hollinghill.</p>
: et per MAGGILD [MAGHILD] usque ad MAGGILHEUED [MAGHILDLEUID]	The boundary line runs upstream (heading SW) along Maglin Burn and on to Maglin Head. This stretch of the boundary line is the same as the 1208 line agreed between Rothbury and Merlay (B5 and see the argument there for locating Maglin Head). The description stops at Maglin Head, and to complete a full circuit to the starting point, where Whitedene flows into the Font, the boundary is the same N-S line as for the 1208 agreement.
Concessit et eisdem petariam propinquiorem juxta ALDRECHASTEL [ALDUCHASTELL] ...	Not part of this boundary circuit – but ALDRECASTELL was a named point on the 1208 boundary circuit, coming between Maglin Head and the Font. This 1225 agreement, issued by John son of Robert, the lord of Rothbury, therefore places the peat cutting on the W side of the 1208 line.

The area of land defined by the boundary circuit interpreted in this way takes in the township of West Ritton (called Ritton White House in modern times), as mapped on 1st OS, with its E, S and W limits defined by the Font and two tributary burns, and with land extending N as far as a headwater tributary of Forest Burn within the township of Hollinghill, land that in mid-C19 was still unenclosed rough grazing land. This reading is consistent with that of the 1208 Rothbury-Merlay boundary agreement, lending support for both readings, and it firmly establishes West Ritton as being within the jurisdiction of the Rothbury lordship: the abbot's agreement is with John son of Robert; Roger de Merlay II is in no way concerned with this.

We might ask: why, given the 1208 Rothbury-Merlay boundary agreement and the recognition in that of West Ritton's status as a Newminster grange farm, was a lawsuit and

legal agreement needed in 1225 to establish its boundaries? The answer is likely to be that the grange was established under Merlay authority (see B9) and the lordship of West Ritton changed hands under the 1208 agreement, rendering uncertain Newminster's title to this land.

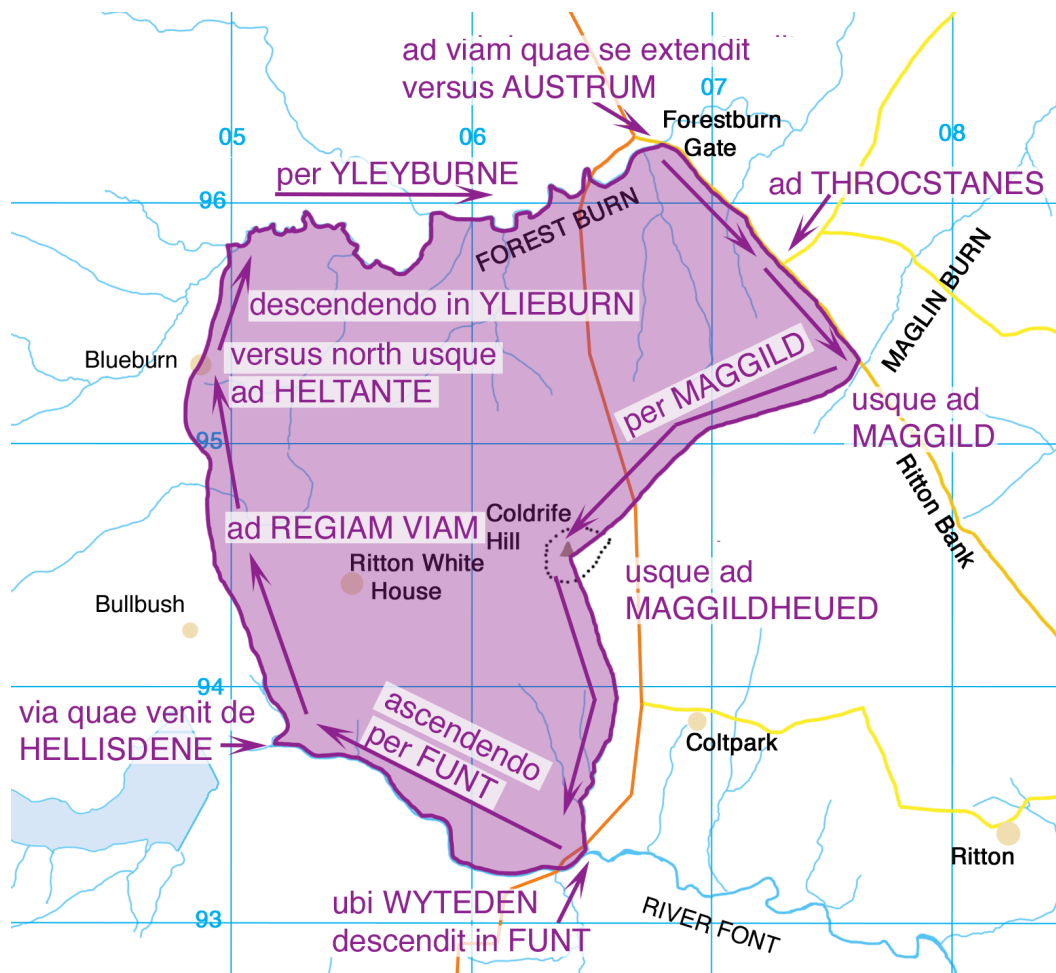


Fig 4 1225 West Ritton boundary. Scale - Blue lines at 1Km intervals.

Conclusion: the Rittons

The West Ritton legal agreement of 1225 is strong evidence on two points:

1. That the conclusion reached from analysis of the 1208 boundary agreement, namely that the boundary between Rothbury and Merlay lands divided West and East Ritton, is secure.
 2. That West Ritton, with the boundaries defined in the 1225 agreement, falls within the jurisdiction and territory of the lordship of Rothbury.
- These two points lead to the conclusion that the Ritton of Juliana's dowry, that is the Ritton of the Gospatric landholdings, was East Ritton alone.

Two more matters remain to be considered:

- The Hesleyhurst grazing agreement of 1268 and its context.
- Documents which imply a Merlay interest in West Ritton.

THE STATUS OF HESLEYHURST: B7 - 8

B7: PASTURE ON HESLEYHURST, 1268 (Fig 5)

A grant by Robert son of Roger, lord of Rothbury, to the abbot and convent of Newminster of common rights of pasture on Hesleyhurst does not address the boundaries of East or West Ritton directly, but the boundary description shares some reference points with the 1208 and 1225 boundaries (B5 and B6).

Note: this is not the Robert son of Roger of the 1208 agreement (B5), but his great-grandson, born 1247.

1268. Grant of pasture on Hesleyhurst to Newminster by Robert son of Roger. NC p. 11	
<p>Omnibus etc. Robertus filius Rogerii, salutem.</p> <p>Noveritis me concessisse at confirmasse pro me et heredibus meis Deo et Beatæ Mariæ, Abbate et Convento Novi Monasterii et eorum successoribus in perpetuum, communam pasturæ de HESILHERST ad omnia et omnimoda averia sua, exceptis capris, pertinencia ad loca sua de EST RITTON et WEST, ubique et per totum annum,</p> <p>per has divisas, scilicet, : sicut TROKESTANEWAIE se extendit inter YLIEBURNE et MAGGILD, : et ab eadem via sicut YLIEBURNE et MAGGILD descendunt in COKET.</p> <p>Habendam et tenendam dictis abbato et conventui et eorum successoribus dictam communam pasturæ libere, quiete, bene, et in pace, absque aliquo inpedimento, perturbacione, vel contradiccione mei vel heredum meorum, vel ballivorum meorum in petpetuum.</p> <p>Volo eciam et concedo quod cyrographus confectus inter Robertum quondam abbatem Novi Monasterii et Johannem filium Roberti antecessorem meum de quadam pastura pertinente ad grangiam suam de WEST RITTON pro me et heredibus meis omnino servetur illæsus in perpetuum, quantum ad me vel heredes meos pertinent; nec ipse abbas vel successores sui aliquam communam nec ius vel clamium in foresta mei de ROUBIRY vendicabunt de cætero in perpetuum, extra divisas contentas in hac carta cirographata vel in cirographo confecto inter Robertum quondam abbatem Novi Monasterii et Johannem filium antecessorem meum.</p>	<p>To all, Robert son of Roger, greetings.</p> <p>Know that I have granted and confirmed on my behalf and my heirs' to God and the Blessed Mary, to the abbot and convent of Newminster and their successors in perpetuity, common of pasture of HESILHERST in all matters and for all kinds of their animals, except for goats, belonging to their lands of EST RITTON and WEST RITTON, everywhere and all year round,</p> <p>within these boundaries, that is: :as TROKESTANEWAIE runs between YLIEBURNE and MAGGILD, :and by the same road as YLIEBURNE and MAGGILD flow into COKET.</p> <p>For the said abbot and convent and their successors to have and hold the said common of pasture freely, released from obligation, well and in peace, and free of any impediment, disturbance or contradiction on my part or that of my heirs or my bailiffs for ever.</p> <p>It is my will also and I grant that the chirograph agreed between Robert, sometime abbot of Newminster, and my ancestor John son of Robert concerning a certain pasture belonging to his grange of WEST RITTON should be observed unimpaired in all matters in perpetuity, in so far as it pertains to me or to my heirs; and that neither the abbot himself nor his successors should ever pursue any right of common or any claim in my forest of Rothbury in other matters beyond the boundaries contained in this chirographed charter or in the chirograph made between Robert some time abbot of Newminster and John the son of my ancestor.</p>

Boundary Mapping

<p>communam pasturae de HESILHERST ad omnia et omnimoda averia sua, exceptis capris, pertinencia ad loca sua de EST RITTON et WEST, ubique et per totum annum,</p>	<p>Pasture rights in Hesilhurst. The name has come through to the present day almost unchanged as Hesleyhurst, a township occupying a ridge of land in a SW-NE strip between Maglin Burn and Forest Burn. The abbot has rights to graze here all his animals, except for goats, from both his East and West Ritton granges.</p>
<p>: sicut TROKESTANEWAIE se extendit inter YLIEBURNE et MAGGILD, : et ab eadem via sicut YLIEBURNE et MAGGILD descendunt in COKET.</p>	<p>MAGGILD has occurred already in the 1208 and the 1225 documents, (B5 and B6) in which, by association of names, it has been identified as the Maglin Burn. This document, in defining it as a boundary of Hesleyhurst, puts the matter beyond doubt. Maglin Burn is a Coquet tributary and specified as such in 1208 and here.</p> <p>From this document, we know that YLIEBURNE is also a Coquet tributary and this is the strong evidence that this is the present-day Forest Burn, running parallel to Maglin Burn, either side of the Hesleyhurst ridge, as proposed for the interpretation of the 1225 boundary circuit (B6).</p> <p>The 1225 boundary circuit referenced THROCSTANES [CROKESTANS], defining it as a road, and here it is as TROKESTSNEWAIE. The argument for interpreting this as the present-day Ritton Bank and not the minor road crossing Forest Burn at The Lee (anticipated in the analysis above of the 1225 boundary) is as follows:</p> <p>The pasture in question was said to be 1000 acres in extent and that it excludes the ploughlands of THORNYHALU (Thornyhaugh) (see B7a below). Broad ridge-and-furrow plough marks still visible in the fields around Thornyhaugh allow some estimate of the excluded from this grant. Allowing for this exclusion, the area between the two burns, NE of the minor road is 476 statute acres. The area SW of this, that is between the minor road and Ritton bank is 770 statute acres, giving 1246 statute acres (504 hectares) in total. The area of an acre depends on the length of the perch used in the calculation; the modern statute acre uses a perch of 16.5 feet, but other units have been in use in the past, among them 18, 20 and 21 feet, for defining a customary acre. To convert from a customary measure to the modern statute, a multiplier of 1.2 is in order. On this calculation, 1000 customary acres would become 1200 statute acres. There is likely to have been some element of approximation in all of this, expressed in Latin documents as <i>maius et minus</i> (more or less), used for fiscal acres, that is calculations made for purposes of rentals or taxation. Allowing for approximations, the 13th-century statement of 1000 acres (a suspiciously round number) better suits the whole area of 1246 statute acres SW to Ritton Bank than it does the smaller area of 476 acres just as far as the minor road.</p>
<p>Volo eciam et concedo quod cyrographus confectus inter Robertum quondam abbatem Novi Monasterii et Johannem filium Roberti antecessorem meum de quadam pastura pertinente ad grangiam suam de WEST RITTON.</p>	<p>By this clause, he confirms the grant made by his grandfather, John son of Robert in 1225 (B6).</p>

<p>nec ipse abbas vel successores sui aliquam communam nec ius vel clamium in foresta mei de ROUBIRY vendicabunt de cætero in perpetuum, extra divisas contentas in hac carta cirographata vel in cirographo confecto inter Robertum quondam abbatem Novi Monasterii et Johannem filium antecessorem meum.</p>	<p>This clause ensures that the geographical extents of the abbot's rights within Rothbury lands are tightly defined as being the area of the present agreement and that of 1225 and no further.</p>
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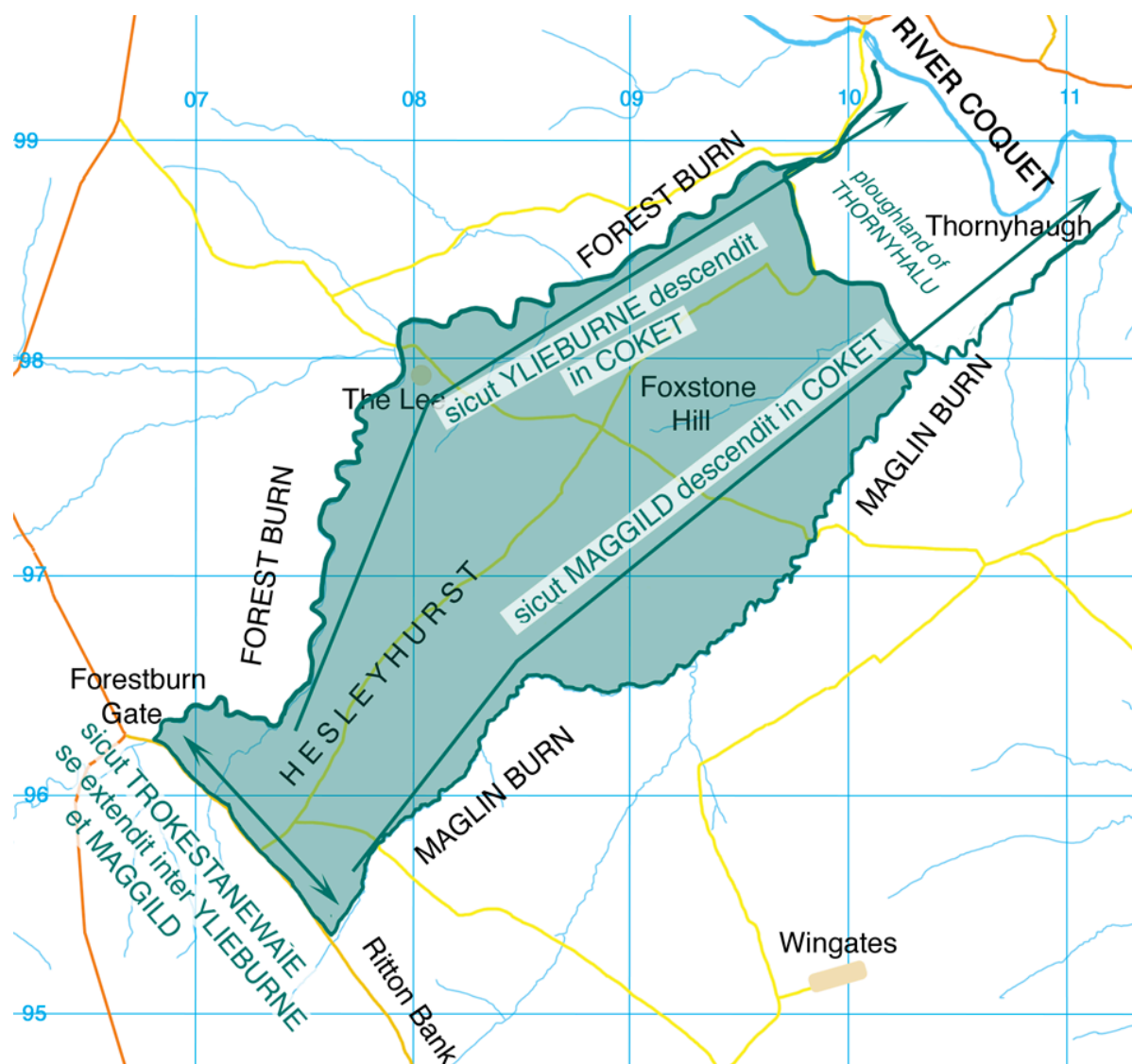


Fig 5 1268 grant of grazing land at Hesleyhurst. Scale - Blue lines at 1Km intervals.

This grant came as the final outcome of legal process that had begun five years earlier, as the following three documents (B7a, b, c) show.

B7a: THE ABBOT'S LAWSUIT

In 1263 the Abbot of Newminster brought a suit against Robert son of Roger (the lord of Rothbury, who was then a minor), his guardian William de Valance, Gilbert le Serjaunt and others, arguing that they had disposed him of his pasture lands in Hesleyhurst. The court found that he had been wrongfully dispossessed by Gilbert and the others, but that Robert son of Roger and William were not party to this.

1263. The Abbot complains that Robert son of Roger and others had deprived him of his rights of pasture in Hesleyhurst, containing about 1000 acres. Northumberland Pleas No. 700. Assize Roll No. 1194, 46-52 Henry III.

To examine whether Robert son of Roger, William de Valance, Gilbert le Serjaunt and others wrongfully dispossessed the abbot of Newminster of common of his pasture in ROUBYRE which pertains to his free tenement in EST RITTON and WEST RITTON.

The Abbot complains that they dispossessed him of common of pasture of 1000 acres in HESELYHYRST, wherein he was wont to have common with all manner of beasts for the whole year, within these bounds:
: as THROKSTANEWAY extends between ILEBURN and MAGGILD,
: and from the same way as ILEBURN and MAGGILD descend into COKET, except for a ploughland called THORNYHALU.

Robert *et al* claim that the abbot never had peaceful use of the said land without hindrance; when his beasts came into this land they were taken and emparked.

The jurors say that the abbot had peaceful use of the said common of pasture everywhere within the said bounds and was in full possession thereof for a long time, until Gilbert le Serjaunt and the others, except Robert son of Roger and William de Valance, wrongfully dispossessed him. Therefore the abbot should recover his possession of the said pasture.

Gilbert and all the others, except Robert and William, are in mercy; likewise, the abbot is in mercy for a false claim against Robert and William.

B7b: THE APPEAL

In 1266 those convicted in the 1263 case appealed, citing in evidence the 1225 agreement (B6) between the former abbot and John son of Robert and claiming that the abbot had not been disposed from this land. The abbot accepted this evidence but said that this was not the land from which he was dispossessed and which was the basis of his lawsuit of 1263. The court dismissed the appeal.

1266. Appeal by the defendants of 1263 but excluding Robert son of Roger and William de Valance, on the strength of a charter of John son of Robert. Northumberland Pleas No. 727, Assize Roll No. 1194, 46-52 Henry III.

The petitioners argued that the abbot has no right of common here, citing agreement of a dispute between Robert, sometime abbot of Newminster, the present abbot's predecessor, and John son of Robert, grandfather of the said Robert son of Roger. They showed one side of the chirograph agreed at the time, in which the boundaries are set out:

: from the place where WYHTETEDEN descends into FUNT,
: and so going up by FUNT to the KING'S HIGHWAY which comes from HESELYDEN towards the north,
: and by the same way as far as ELTANETRE,
: and from ELTANETRE going down as far as ILEBURN,

: and by ILEBURN as far as the road which extends southwards to THROKSTANES,
: and from THROKSTANES by the old road as far as MACGILD,
: and by MACGILD as far as MACGILD HEVED
etc.

The abbot acknowledged:

: that there had been a dispute between John son of Robert and Robert the previous abbot concerning common of pasture;
: that it had been agreed that the soil should remain to John and his heirs;
: that the abbot and his successors should have common of pasture within the said bounds for all manner of beasts.

But the abbot maintained that this is not the pasture now under dispute, because before and since the making of the chirograph he was always in peaceful possession of common of the pasture to which he is referring, that is in a place called HESLYHYRST, within the bounds as in the assize records, and that neither he or his predecessors had ever quitclaimed it.

The jurors agreed that the pasture to which the abbot was now referring is not that specified in the chirograph that has been presented, and that the abbot and his predecessors had until now been in peaceful possession of this pasture.

William of Kyreton et al are in mercy for a false claim.

B7c: THE SHERRIF'S ENQUIRY

The context for this litigation is that Robert son of Roger was still a minor, unable to manage his own lands directly, and during this time the convicted defendants had taken advantage of the situation and encroached on the Hesleyhurst grazing lands. A Sherriif's enquiry looked into the matter.

1268-9. Sheriff's enquiry into claims of encroachments during the minority of Robert son of Roger. Northumberland Pleas No. 794. Curia Regis Roll No. 187, 53 Henry III.

The Sheriff refers to finding on the cases heard by Richard of Middleton that the abbot was wrongfully dispossessed of common of pasture.

It has come to the king's notice that during the king's wardship the abbot intruded into the common of the said pasture. The abbot says the inquest ought not to prejudice his rights. The abbot was granted possession by the same inquest of the said common of his pasture.

Once he came of age, Robert son of Roger took steps to tidy things up by issuing his charter (B7) confirming Newminster's rights on Hesleyhurst and defining the boundaries, and by confirming his grandfather's 1225 charter (B6), which applied not to Hesleyhurst but to West Ritton. Thus, the two separate areas in which Newminster had rights within the Rothbury lordship were clearly defined and distinguished.

B8: HESLEYHURST IN THE FEE OF MERLAY

This leaves open the question of when and how did Newminster first gain grazing rights on Hesleyhurst. The records of the 1263 and 1266 litigation make no reference to any previous charter concerning this land. The possible context for this is established in a grant made by King Henry III in 1228 assigning to John son of Robert (who was party to the 1225 agreement, B6) part of the Forest of Rothbury previously in the fee of Roger de Merlay. This is described as being land on the west side of Maglin Burn, namely Hesleyhurst.

1228. The King (Henry III) grants to John son of Robert the part of the Forest of Rothbury previously held by Roger de Merlay II. CCR 1227-31, pp. 59, 127.	
<p><i>De quadam parte manerii de Rober' tenenda in foresta</i> Quia per inquisitionem factam per preceptum Hugonis de Nevill', quam domno regi transmisit, quod quando manerium de Robir' fuit in manu domini J. regis, quedam pars ex occidentali parte aque de Maggild' fuit de foedo Rogeri de Merlay et in foresta domini regis, mandatum est vicomiti Northumb' quod publice clamari faciat quod pars predicta tamquam foresta custodiatur, ita quod nullus eam ingrediatur aut in ea forsifaciat contra assisam foreste domini regis. [p. 59]</p> <p><i>Pro Johanne filio Roberti</i> Rex Hugoni de Nevill salutem. Sciatis quod concessimus dilecto et fideli nostro Johanni filio Roberti partem illam foreste Norhumbrie que est de foedo Rogeri de Merlay, et quam in manum nostram capi precepimus eo quod dicebatur quod non fuit pertinens ad forestam quam habet in manerio de Robir'.</p> <p>quod Robertus filius Rogerii pater ejusdem Johannis, cujus heres ipse, tenuit de dono domni J. regis, patris nostri, quia perpendimus per finem factam tempori predicti J. regis, patris nostri, in curia sua coram ipso et justiciariis suis inter Rogerum de Merlay petentem et predictum Robertum tenentem, de predicta parte foreste, quod pars illa pertinet ad predictum Johannem et quod voluntas predicti patris nostri erat quod inperpetuum remaneret eidem Roberto et heredibus suis.</p> <p>Et ideo vobis mandamus quod eidem Johanni de predicta parte foreste tamquam pertinente ad predictum manerium suum de Robir' plenam saisinam habere facias.</p> <p>Teste me ipso apud Westminsterium, xvii die Novembris.</p> <p>Et mandatum est vicomiti Norhumbrie quod id per total ballivam suam clamari faciat, et quod nullus de parte illa foreste preter voluntatem predicti Johannis se intromittat. Teste ut supra. [p. 127]</p>	<p><i>Concerning part of the manor of Rothbury held as forest.</i> When the manor of Rothbury was in the hands of King John, a certain part on the west side of Maglin Burn was in the fee of Roger de Merlay and in the king's forest; the sheriff of Northumberland is instructed to announce that the aforesaid part is to be managed as forest and that no one should enter, or he would be in breach of the king's forest law.</p> <p><i>On behalf of John son of Robert</i> The King to Hugh of Neville, greetings. Know that we have granted to our beloved and trusty John son of Robert that part of the forest of Northumberland which is in the fee of Roger de Merlay and which we have decreed that it be taken into our hands, so that it should be said not to pertain to the forest but that he, John, holds it in the manor of Rothbury; that Robert son of Roger, father of the same John, who is his heir, held of King John, our father, as we infer, though an agreement in the king's court between Roger de Merlay and the said Robert concerning the said part of the forest, that that part pertains to the said John and that it was our father's wish that it should remain in perpetuity with Robert and his heirs.</p> <p>We therefore declare that the said John is to hold the said part of the forest in full possession as of his manor of Rothbury.</p> <p>Witnessed by myself at Westminster on the 17th of November.</p> <p>The sheriff of Northumberland is instructed that this shall be announced throughout his bailiwick, and that none shall enter any part of the forest without the permission of the said John. Witness as above.</p>

This charter has the effect of giving the king's consent to the boundary agreement of 1208 (B5 and Fig 3) and establishes beyond doubt that there was a boundary change, with Merlay having previously held land west of Maglin Burn. That the land is said to have been 'in the fee of' (*de foedo*) Roger de Merlay II shows that it was held legitimately, though there is no primary charter evidence known for this, nor on the question of when this land came into Merlay holdings. (See below p.32 for thoughts on this and Fig 7 for boundary mapping.) It is possible that Newminster gained grazing rights on Hesleyhurst while it was in the Merlay holdings (Merlays were the monastery's principal benefactors), but there is no confirmation of this; the abbot's lawsuit of 1263 is the earliest evidence for the grazing rights.

MERLAY INTEREST IN WEST RITTON: B9 - 10

B9: ROGER DE MERLAY II AND NEWMINSTER (Fig 6)

The agreements of 1208 and 1225 (B5 and B6) place West Ritton within the lordship of Rothbury and thus point to the conclusion that it was not part of Juliana's dowry land. However, there is evidence that the Merlay barony had a claim on West Ritton. If this is true, then the possibility that West Ritton was part of Juliana's dowry cannot be ruled out.

The evidence comes in a charter of Roger de Merlay II to the monks of Newminster in which he confirms charters of his ancestors. The date of Roger II's charter is not known, but can be placed between 1194, when he came of age, and his death in 1239. It is not clear which charters he was confirming; earlier charters do not name West Ritton, and nor does this one, but the boundary description which it gives overlaps with that of the 1225 boundary of John son of Robert of Rothbury (B6) in West Ritton. There are two versions of this charter. The text below is from the Newminster charters, with variant spellings in a Percy charter noted in [square brackets].

1194x1239. (? pre-1208) Confirmation charter of Roger de Merlay II to Newminster. NC p. 9; PC No. 803.	
Omnibus Rogerus de Merlay secundus, salutem.	To all, Roger de Merlay the second, greetings.
Sciatis me ... hac mea carta confirmasse Deo at monachis S. Mariæ Novi Monasterii omnes libertates et asimenta et communia in feudo meo, sicut cartæ predecessorum meorum testantur et porportant.	Know that I by this my present charter have confirmed to God and the monks of the New Minster of St Mary all liberties, easements and common rights in my fee as the charters of my ancestors witnessed and proclaimed.
Et ne aliqua contencio inter me et illos et heredes meos possit aliquando suscitari de divisio illorum minus aperte nominatis in cartis predecessorum meorum, ipsas divisas incertas hic in mea carta nomino, concedo, et confirmo, scilicet:	And so that it should never be possible that any dispute should be raised between me and them [the monks] and my descendants without evidence in the stated charters of my ancestors, I here in this my charter name, grant and confirm these uncertain boundaries, thus:
: apud RITTON [RITTONAM] ab eo loco ubi FAULEYBURN [FAWLEYBURNE] cadit in FUNT versus north usque ad moram,	At RITTON, from the point where FAULEYBURN flows into the Font towards the north as far as the moor,
: et inde in traversum usque ad STANDENSTANE [STANDANSTANE],	: and from there across as far as the STANDING STONE,
: et inde versus northwest usque ad HARRECARS [HAREKARRES],	: and from there north-west as far as HARRECARS,
: et inde usque ad magnam viam quæ vadit ad THROSTANES [THROCHSTANES]	: and thence right to the great road that goes to THROSTANES,
: [et] per ipsam viam usque ad prædictas TROCHSTANES [THROCSTANES],	: and along that road to the aforementioned TROSTANES,
: et inde usque ad HELEBURN [HELIBURN] ad HELTENETRE,	: and from there as far as HELEBURN and to HELTENTRE,
: et inde per rectas divisas foedi mei usque in FUNT ad prædictam divisam de FAULEIBURN [FAWELEYBURN],	: and from there by the straight boundary of my fee as far as the FONT, to the aforementioned boundary of FAULEIBURN.
...	

Boundary mapping

This is a full boundary circuit, going anti-clockwise, and it has points in common with the 1225 boundary (B6 and Fig 4)

: apud RITTON [RITTONAM]	At RITTON. Which Ritton is not specified, and with uncertainty over the date of this charter, it is not clear whether the two were being distinguished at the time it was written. (See note below for date.) However, which one it is can be deduced from the first boundary point:
: ab eo loco ubi FAULEYBURN [FAWLEYBURNE] cadit in FUNT	FAULEYBURN can be equated with the modern Follyhouse Gill, a south-flowing tributary of the Font, with a confluence at [NZ 0890 9207]. The present-day boundary between the small modern township of Nunnykirk (carved out of East Ritton: see below) on the W side and Netherwitton on the E forms a small wedge of straight-line field edges; we might suppose this to be a later adjustment of a boundary which began by following the natural line of the stream.
: versus north usque ad moram,	North from the top end of Follyhouse Gill, the ground rises quickly to a peak of 226M OD at NZ 0879 9445. This is likely to be the area of the moor.
: et inde in traversum usque ad STANDENSTANE [STANDANSTANE],	Crossing the moor (direction not given) to a standing stone. This is likely to have been a prehistoric monument, still visible at the time of this charter. If so, it no longer survives. The standing stone is being referenced as a boundary marker and so we might suppose that it stood at the highest point, the summit at NZ 0873 9445. (We might even suspect that it was a boundary marker in prehistoric times.)
: et inde versus northwest usque ad HARRECARS [HAREKARRES],	From the standing stone, northwest to HARRECARS. This name has not survived, but the -carr element suggests wet ground. The direction of travel is taking us down-slope from the summit point to something of a basin around the head waters of a burn called the Chirm, around NZ 080 946, which flows NNE to a confluence with Maglin Burn.
: et inde usque ad magnam viam quæ vadit ad THROSTANES [THROCHSTANES] : [et] per ipsam viam usque ad prædictas TROCHSTANES [THROCSTANES],	<p>We now begin to pick up points and alignments already identified above in other charters. The road to THROSTANES is the TROKESTNEWAIE of the 1268 boundary (B7 and Fig 5), the road that in the 1225 boundary description (B6 and Fig 4) goes to THROCSTANES. From the 1225 and 1268 charters, we have identified this road as Ritton Bank, in between Forest Burn and Maglin Burn, with the throc-/croc-stone itself at a high point somewhere along here. (And is this another prehistoric standing stone, as suggested in the analysis of the 1225 boundary?)</p> <p>(The township of Ritton Coltpark, as mapped on 1st OS, looks from the shapes of the land units as if it has had two chunks taken out of it. One is the small area of Nunnykirk occupying a triangle of ground on the north side of the Font. The other is the farm of Coatyards, which takes in the ground around the summit and the down-slope towards the Chirm headwaters; this looks like a late enclosure of what had been open moorland. Ritton Coltpark, combined with Nunnykirk and Coatyards, probably correspond to the medieval unit of East Ritton. The boundary line of this charter, thus far followed, reconciles (with only slight adjustments) to the boundary between East Ritton on the W side, and Wingates and Nether Witton to the E.)</p>

<p>: et inde usque ad HELEBURN [HELIBURN] ad HELTENETRE,</p>	<p>Still following the same line as the 1225 and 1268 boundaries, this boundary runs downslope to HELEBURN, already identified as present-day Forest Burn, at the Forestburn gate crossing and then upstream along one of the headwater courses, as in the 1225 line. HELTENETRE is the HELTANTE of 1225, identified as the modern Blueburn farmstead [NZ 0487 9532], 500M S of the burn along the <i>regia via</i> of 1225 (B6 and Fig 4).</p> <p>The line continues S along the <i>regia via</i> until it picks up the top end of the small burn that flows into the Font at NZ 0515 9402; again, the same line as that of 1225, and here indicated as being the edge of the Merlay fee, that is where it marches with the Hollinghill township and the Rothbury lordship.</p>
<p>: et inde per rectas divisas foedi mei usque in FUNT</p>	<p>Finally, the line runs along the Font, downstream to complete the circuit at the Font-Follyhouse Gill confluence.</p>

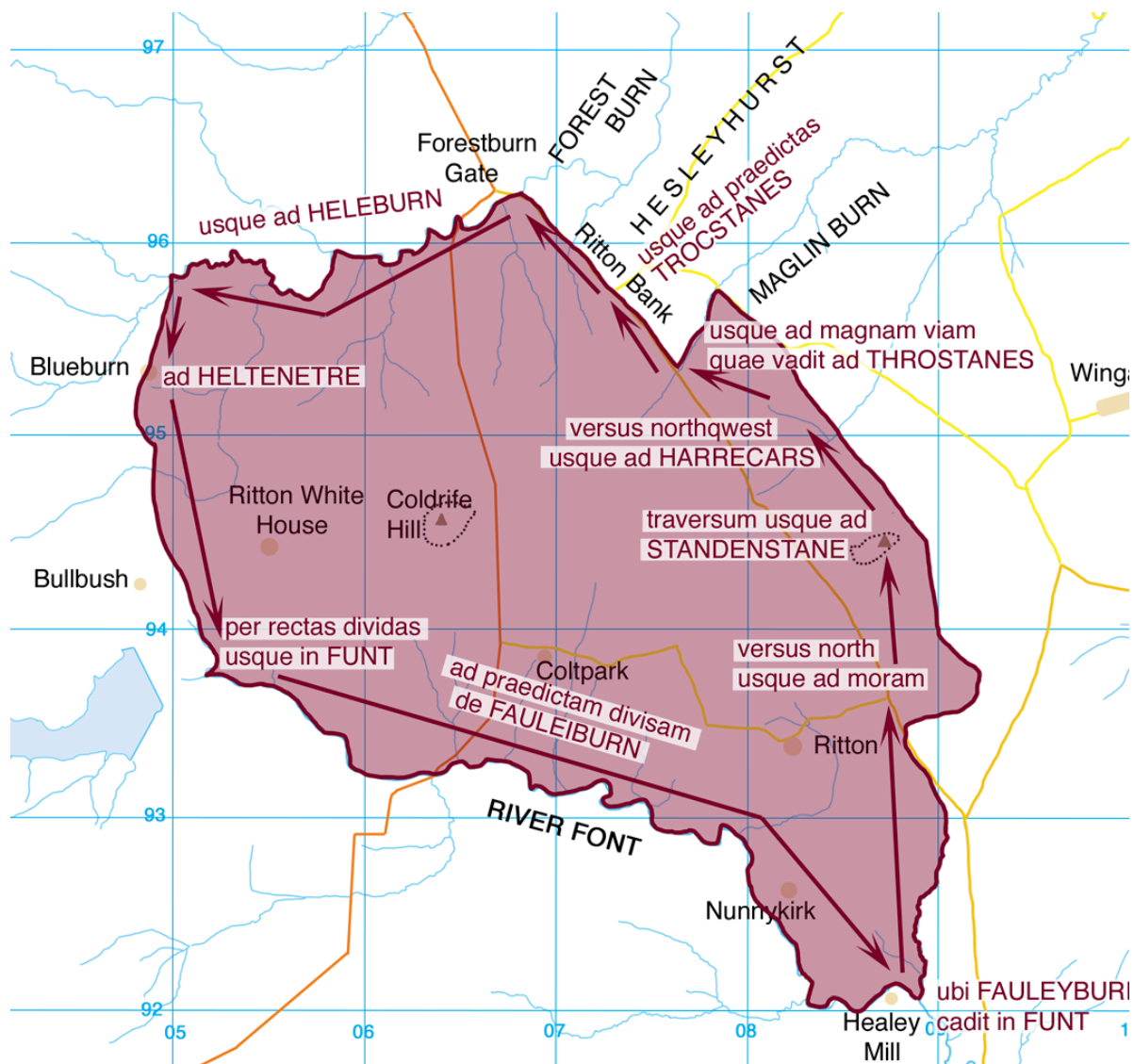


Fig 6 Merlay grant of West Ritton to Newminster. Scale - Blue lines at 1Km intervals.

The area enclosed within this boundary circuit takes in not only medieval East Ritton, as defined in the analysis above, but also West Ritton, as in the 1225 agreement (B6). It thus represents a claim by Roger de Merlay II over an area of land that, according to the legal agreement of 1225 between John son of Robert, lord of Rothbury, and the abbot of Newminster (B6), was within the Rothbury jurisdiction. This apparent discrepancy needs to be unpicked, but another document also claims Merlay interest in West Ritton.

B10: FOUNDERS AND BENEFACTORS

A list of Newminster benefactors records the founder, Ranulf de Merlay, as having given the Two Rittons. This is reproduced in the Newminster cartulary from William Dugdale's *Monasticon*.

1655. from Dugdale, <i>Monasticon, De Fundatore et præcipuis Benefactoribus Abbathæ de Newminster</i> . NC p. 299	
Dominus Ranulphus de Merlay, principalis fundator noster, et Juliana uxor ejus, qui nobis contulerunt situm hujus abbathiæ, grangiam de HULWANE et DUAS RITTONAS.	Lord Ranulf de Merlay our first founder, and Julia his wife who brought to us the site of this abbey, Ulgham and the two Rittons.

The text as we have it, via Dugdale, is from C17. There is no way of knowing when it originated, but we should note that *duas Rittonas* is not the text of Ranulf's primary charter; this specifies *Rittunam et quicquid as illam pertinet* (Ritton and whatever pertains to it) (B2).

These claims are, on the face of it, directly at odds with the terms of the 1208 boundary agreement (B5 and Fig 3), by which West Ritton falls within the Rothbury lordship, and of John son of Robert's charter of 1225 (B6 and Fig 4) granting West Ritton to Newminster abbey. They need to be explained. Similarly, the statement in the charter of Henry III (B8) that Hesleyhurst was formerly in the Merlay fee needs explanation.

The questions that remain to be considered are:

- **Can these conflicting claims be reconciled, and if so, how?**
- **If so, what bearing does this have on the question of Juliana's Ritton?**

DISCUSSION OF THE EVIDENCE AND CONCLUSIONS (Figs 7 and 8)

The date of Roger II de Merlay's grant to Newminster (B9) is not known. His active career spanned the years from 1194 when he came of age to his death in 1239. Because its boundaries are incompatible with those of the 1208 legal agreement which he negotiated with Robert son of Roger (B5), we might suppose that he issued his charter to Newminster before the 1208 agreement. Indeed, the Newminster charter might well have motivated the lawsuit settled in 1208. With this as a working hypothesis, two conclusions follow:

1: During the 13th century, West Ritton and Heslehurst were held by the lords of Rothbury as part of Rothbury Forest.

This is abundantly clear from several sources of evidence:

1. The 1208 boundary agreement between Robert son of Roger and Robert II de Merlay (B5).
2. John son of Robert's 1225 grant of West Ritton to Newminster (B6).
3. Henry III's 1228 grant of lands west of Maglin Burn to John son of Robert, in which he referenced the 1208 agreement (B8).
4. Robert son of Roger's (the second Robert son of Roger) 1268 grant of Hesleyhurst pasture to Newminster, in which he referenced the 1225 grant (B7).

The line established in 1208 (Fig 3) was the boundary between Rothbury and Merlay lands throughout the 13th century.

2: Before 1208, the Merlay barons held land within the lordship of Rothbury, and this included West Ritton and Hesleyhurst.

Points of evidence are:

1. That legal process was required in 1208 to confirm the boundary line shows that the land west of Maglin Burn and the boundary between the Rittons had been in dispute (B5).
2. Roger de Merlay's grant of West Ritton to Newminster is a specific claim to lordship of that land (B9), supported by the Newminster Founders and Benefactors statement that the founding grant included Two Rittons (B10).
3. Henry III, in confirming in 1228 land west of Maglin Burn to John son of Robert referred to it as having been 'in the fee of Robert de Merlay' (B8).

There is a historical context to explain these circumstances, and to explain in particular the 1208 boundary agreement. During the 12th century, the territory of Rothbury including Rothbury Forest was held by the king, managed, no doubt, through an agent. In 1204, King John changed the arrangements when he created the lordship of Rothbury for Robert son of Roger. He was a local man, holding the barony of Warkworth. This brought immediate, hands-on management to the Rothbury estate. We might speculate that Robert, taking stock of his new position, came to the view that all the land of Rothbury Forest should rightfully be his, that it was for him to administer forest law here for the king. This meant challenging Merlay's position west of Maglin Burn, that is the area of Hesleyhurst, and in a part of Hollinghill that contained West Ritton. The case was brought to the courts and the 1208 agreement was its outcome.

This now allows for a reconstruction of the boundary of the Merlay lands pre-1208 to include a part of the Forest of Rothbury, as compared with the 1208 boundary line (Fig 7). The interpretation here is that the whole of the Hesleyhurst ridge, west of Maglin Burn as far as Forest Burn, was in the Merlay holdings; that the boundary continued westwards along the headwaters of the Forest Burn as far as the crossing point of the road which leads south to *Heltante* and on to the small burn defining the west boundary of West Ritton, to its confluence with the Font.

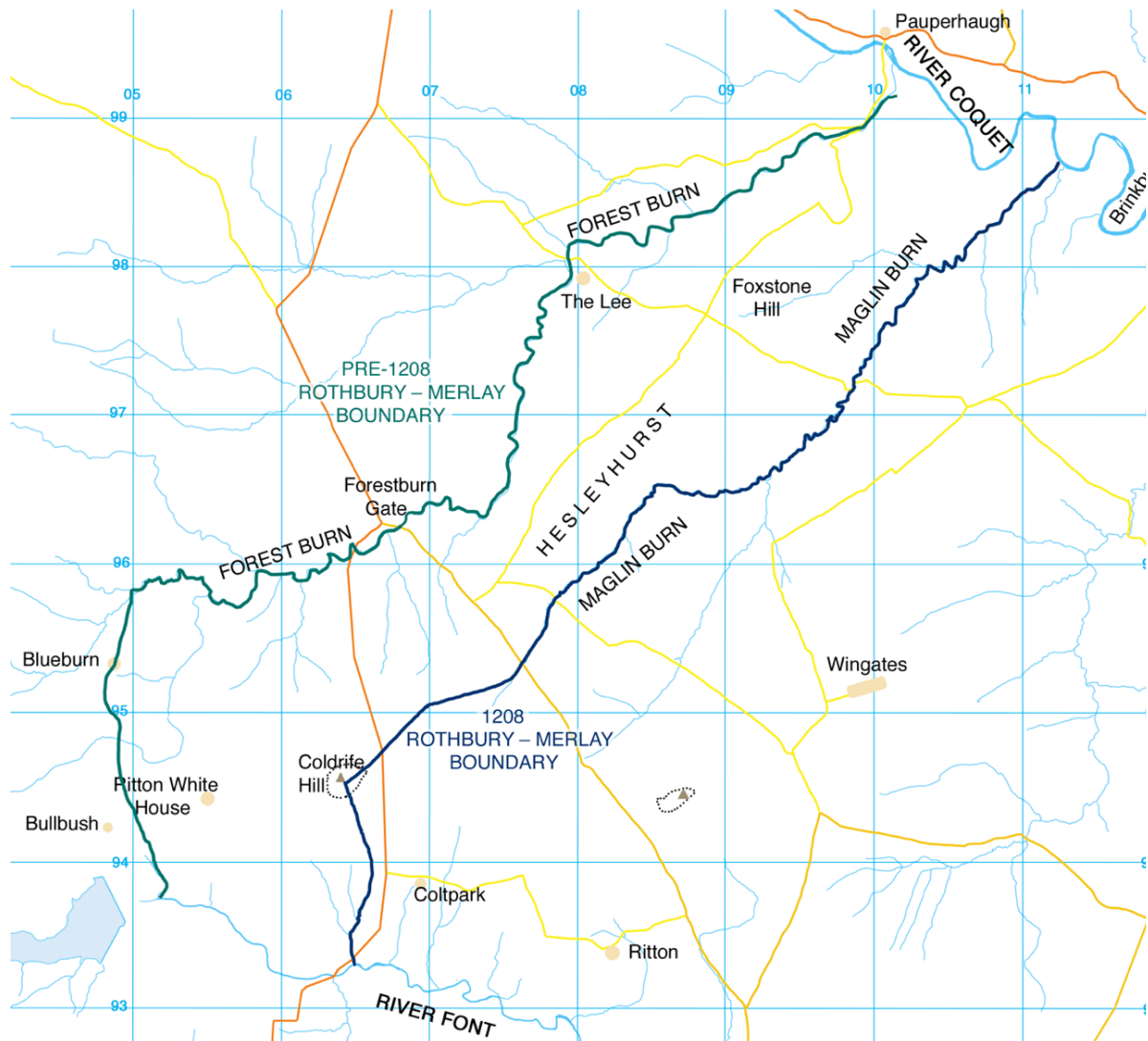


Fig 7 Rothbury - Merlay boundaries pre-1208 and at 1208. Scale - Blue lines at 1Km intervals.

With the case established for West Ritton being within the Merlay holdings pre-1208, and Merlay endowment of West Ritton to Newminster abbey, the question that follows is:

- **does this mean that West Ritton was part of Juliana's dowry of 1113 from the Gospatric lands?**

Merlay interest in West Ritton notwithstanding, the conclusion reached here is:

3: Juliana's Ritton was East Ritton alone.

The argument has two strands.

3.1 DISPUTED TERRITORIES (Fig 7)

As previously noted, East and West Ritton were not distinguished one from another in the texts of documents before the 13th century and this necessarily creates uncertainty and precludes any direct arguments for the position in the 12th century. The case is therefore tested by way of argument concerning Hesleyhurst, which had also been in dispute.

Before Henry III's decree of 1228, Hesleyhurst was land held in the fee of Merlay (B8). This land did not come into the Merlay holdings from Juliana's dowry. The marriage agreement of 1113 (B1) specifies the townships as Horsley, Stanton, Ritton, Witton, Wingates, and a certain vill beyond the moors, known from elsewhere to be Learchild; and no other document which defined the Gospatric landholdings lists Hesleyhurst as one of its townships. (See Percy Charters Nos. 777, 811, 1096, 1097). The western edge of the dowry land is the Maglin Burn, that is the western boundary of Wingates and (East) Ritton. Merlay's acquisition of Hesleyhurst is an extension of his interests beyond this boundary and beyond the dowry land. It is unlikely that this can have happened before the marriage to Juliana brought the Gospatric lands into the Merlay estate. In the enquiries into the feudal holdings made for Henry III in 1242-3 in connection with the Scutage of Gascony, it was established that the townships which Roger de Merlay held *in capite*, that is as tenant-in-chief of the king, the lands that constituted the barony, formed a strip extending from the River Wansbeck at Morpeth, southwards to the River Tyne below Newcastle. With the single exception of the solitary outlier of Ulgham, north-east of Morpeth on the south side of the River Lyne, Merlay had no interests north of Morpeth. Juliana's dowry lands are listed in this enquiry as socage lands of Earl Patrick, held by Roger de Merlay in free marriage; that is to say, Merlay did not hold here *in capite*. But for the gift of Juliana's dowry land in 1113, Roger de Merlay had no opportunity and no incentive to engage in acquisition of land this far north-west of Morpeth; he had no boundary at Maglin Burn from which to expand his holdings.

When and in what circumstances Merlay acquired Hesleyhurst are not known, but the wording of Henry III's charter (B8) implies that the holding was understood to be, at least in some sense, legitimate. At a guess, we might suggest that the period of the Anarchy following Henry I's death in 1135 afforded opportunity for acquisitive measures and that legitimacy was given by Henry, son of David I of the Scots while he held the earldom of Northumberland. Such legitimacy might well have been questioned later, especially since this territorial aggrandisement by Merlay compromised the integrity of the Forest of Rothbury. There is sufficient reason in all of this why the Merlay boundary should in 1208 have been pushed back to Maglin Burn and why Henry III in 1228 should have taken steps to confirm the position regarding the Forest.

This argument applies to the land for which in 1268 the second Robert son of Roger confirmed the Newminster grazing rights, that is between Maglin Burn and Forest Burn and reaching south-west as far as *Trokestanewaie* (Ritton Bank), that is the township of Hesleyhurst (B7 and Fig 5). The argument can be extended to include the rest of the disputed land, that is the land immediately south-west of this, beyond Ritton Bank and south of Forest Burn, that is the area defined in John son of Robert's 1225 grant to Newminster (B5 and Fig 4). This too was within Rothbury Forest, and this too was land which came under dispute, from which Merlay was pushed back in 1208. This is a slice out

of the large township of Hollinghill and, within it, the township of West Ritton. This too was subject to the acquisitive instincts of Merlay, pushing beyond the edges of his dowry land.

3.2 AN ASSART IN THE FOREST (Fig 8)

A geographical analysis of the land under review allows insight into the nature of West Ritton as a unit of land and how it came into being. The south-east boundary of the Forest of Rothbury is a topographically coherent entity, defined with reference to prominent features of the landscape. Working clockwise from the south bank of the Coquet, the boundary runs south-west all the way along the Coquet tributary of Maglin Burn up to its source at Maglin Head. It then proceeds west along the River Font and Fallowlees Burn. To get across a watershed from Maglin Head to the Font, the shortest, simplest and topographically most coherent line would be to drop down directly south from the Head for some 0.8KM to the source of a small burn flowing south into the Font, the *WYTEDEN* of 1225; this is the boundary between the Rittons as in the 1208 and 1225 agreements (Figs 3 and 4). However, the boundary of the Forest and the edge of the Rothbury lordship (Fig 8) does not follow this line to the Font, but takes a small loop west, joining the Font some 1.3KM further upstream, (in a straight-line measurement). This stands out as small bite taken out of the land of Hollinghill township. Though small, it is so incongruous as compared with topographical elegance of the rest of the boundary circuit that it calls for explanation. Its shape immediately suggests that the land of this bite is an assart cut into the edge of Rothbury Forest. This is West Ritton.

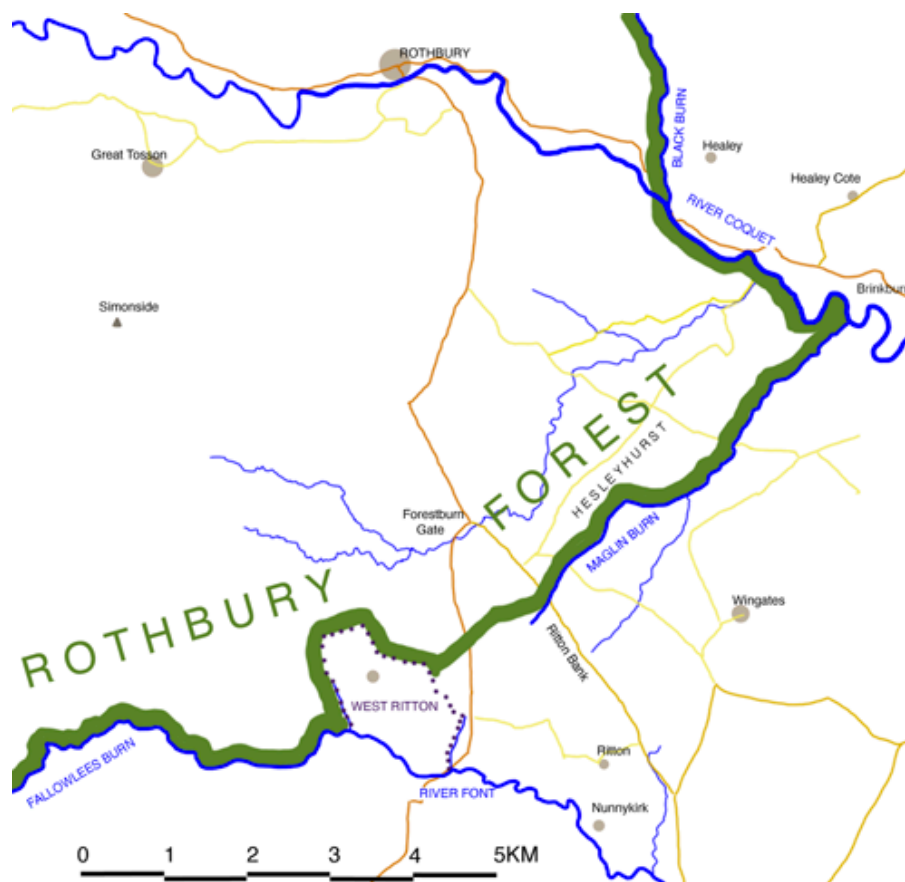


Fig 8 The West Ritton assart.

This analysis allows the following hypothesis. In 1113, there was no West Ritton; there was just the township of Hollinghill in Rothbury Forest. In 1138, Ranulph de Merlay included the Ritton of Juliana's dowry in the founding grant to Newminster Abbey, and here the monks set up a grange farm. At much the same time and in the same political conditions as those in which Merlay extended his territory beyond Wingates and Maglin Burn into the Forest in Hesleyside, the monks of Newminster took the opportunity to extend their holding across their west boundary line by cutting a small assart into Rothbury Forest. This was acknowledged *de facto* in the 1208 boundary agreement and its boundaries were given secure legal definition in 1225. In fact, both the 1225 boundary agreed by John son of Robert and Robert II de Merlay's earlier charter to Newminster define an area larger than West Ritton township; it seems that the original assart had rough grazing land added to it within Hollinghill township as far north as the Forest Burn headwaters. This is the origin of what Newminster records name as the Two Rittons (*duas Rittonas*). Only when the new assart had been created did it become necessary to distinguish between East and West Ritton. Juliana's Ritton was East Ritton.

APPENDIX

SOME PRINCIPLES AND PROBLEMS OF INTERPRETING CHARTER BOUNDARIES

In trying to reconcile charter boundary descriptions to the present-day landscape we face problems. Typically, a charter may give names of places, rivers, streams or other natural features; it may refer to a road, simply as 'the road', or 'the king's road', or a road leading in a given direction. Any name given might or might not have survived into modern time. If so, we have something to work with, but it might not be clear whether the name refers to a fixed point, such as a farmstead, or to the larger area of the whole farm unit. If a reference is to a tree, for example, prominent in the landscape when the charter was written, we are unlikely to be able to identify the point; a feature such as a standing stone might or might not still be evident.

It is often not possible to prove precisely and beyond doubt how fixed points or boundaries of places named in medieval charters map on to real features in the present-day landscape; interpretations are almost bound to be provisional models. A good general guideline for assessing whether any particular interpretation is likely to be correct is to test whether it fits, in a spatial sense, within a real landscape topography. If so, and if it does not contradict anything else we know, then we can use it as a working proposition unless or until some other information shows it to be wrong. Although this is a partly subjective approach, it need not be arbitrary. Our attempts to map charter boundaries are informed by a set of broadly-drawn principles which we can use as rules-of-thumb in testing solutions. These are:

- 1: When people move into an area to make a living from the land, they must work with the land and so they organise themselves in ways that make sense in relation to the terrain as they find it.
- 2: Boundaries that follow prominent features of the terrain, such as rivers and streams, edges, hill crests, rock outcrops are likely to be the most stable, unchanging over long periods of time, and they are likely to be the oldest boundary features in the landscape.
- 3: Boundaries that have legal or administrative status are likely to be stable. Such cases include ownership boundaries and those of units such as townships, civil or ecclesiastical parishes. Boundaries within parcels of ownership or administrative units need not be so stable.
- 4: Land units can be sub-divided, introducing new boundaries into the landscape.
- 5: Factors working against the above include:
 - a) merging or of landholdings and land transfers between owners.
 - b) adjusting boundaries to fit post-enclosure field patterns or enclosure of once-open moorland, or apportionment of land once used for inter-commoning.

Medieval connections

The base-level geographical unit for structuring analysis is that of the medieval **vill** (Latin: *villa*); this has come through into recent times as the **township** (equivalent to the Civil Parish further south in England). There have been some new townships created since the time of

the documents reviewed here, mostly formed by sub-dividing an older unit, but for the most part, vills can be equated with townships. Changes in administrative structures since the mid-19th century mean that the civil parishes of present-day maps are not a secure guide to the medieval vills. There are no medieval maps and this study uses the township boundaries shown on the First Edition of the Ordnance Survey maps at the scale of 6 inches to 1 mile (abbreviated in this text as *1st OS*); in Northumberland this reflects the position at about 1860. While there are known cases of township boundary changes during or after the medieval period, the 1st OS mapping, applied with a degree of critical acumen and in the light of the principles outlined above, gives a reasonable basis for assessing the boundaries of the medieval vills.

SOURCES

PC The Percy Chartulary ed. M. T. Martin, 1911. Surtees Society Vol. 117.

NC *Chartularium Abbathæ de Novo Monasterio*. ed. J. T. Fowler, 1876. Surtees Society Vol. 66.

BC The Chartulary of Brinkburn Priory. ed J. Raine, 1893. Surtees Society Vol. 90.

CCR Calendar of Close Rolls. Public Record Office

ACKNOWLEDGEMENTS AND PARTICIPANTS

This study of ecclesiastical charters is part of a strand within *the Cocwudu* Historic Landscape Project of the Bernician Studies Group (BSG). Two public presentations of the *Cocwudu* Project given by the BSG in Brinkburn and Longframlington in January and March 2019 sparked expressions of interest amongst those who had attended. In response, Bridget Gubbins of BSG organised two charter-walk days in July 2019 for BSG members and others who wished to become involved in an informal charters project group. The aim on each occasion was to try and reconcile boundary and location details recorded in an ecclesiastical charter to features of the present-day landscape. The format for each was: first an indoor session when the charter or charters under consideration were read, translated and discussed; a walk then followed on a planned route within the territory of the charter under review to examine the topography directly. A small group later examined and reported on the River Coquet haughs. Then, in November 2019, Bridget Gubbins organised a follow-up study day in Wingates at which thoughts on the mapping of the charters were presented and discussed. The first of the two July days examined the Brinkburn Priory foundation charter (Part A of this document) and the second examined two Newminster Abbey charters, the 1225 agreement between the abbot and John son of Robert of Rothbury (B6 of this document) and the 1268 grant of grazing on Hesleyhurst (B7 of this document). These were then reviewed at the Wingates meeting. At that meeting, Brenda Barker presented for discussion a mapping of the Brinkburn foundation charter, from which Fig 2 has been developed, and a proposal for the 1225 document, which was reconsidered for a revised map Fig 4. Derek Cutts presented a mapping of the 1268 grazing land, from which Fig 5 has been developed. Thereafter, Colm O'Brien extended the scope of the study in a review of Merlay and Rothbury landholdings, drawing on a wider range of sources. Diana Whaley contributed the notes on place-names that are deployed here in identifying points on the charters.

Bridget Gubbins of BSG was the instigator and principal organiser of the BSG public presentations and the subsequent charter study events.

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Most of all, BSG would like to thank the Charters Project Group, those who participated directly in these events, contributing energy, knowledge, thoughts and insight. They are:

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BERNICIAN STUDIES GROUP

The Bernician Studies Group (BSG) is an educational charity dedicated to investigating the early historic kingdoms of Bernicia in north-east England within its wider chronological and geographical setting through archaeological and historic landscape studies. It is associated with the lifelong learning programme Explore, based in Newcastle upon Tyne. Through its partner organisation the Inishowen Studies Group, it is engaged in archaeological fieldwork in north-west Ireland.

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COCWUDU STUDIES

Cocwudu Studies is a set of reports arising from the BSG's **Cocwudu Historic Landscape Project** which involves studies carried out by the group and associated collaborators in the field, in archives, through texts and maps of a zone in central Northumberland between the valleys of the rivers Coquet and Hart-Wansbeck. The name *Cocwudu* occurs in a 10th/11th-century text entitled *Historia de Sancto Cuthberto* and Professor Brian Roberts has applied this name to this zone which he has identified as an ancient woodland between tribal land to the north and south in the late prehistoric era and which survived into the Early Medieval era.

DOCUMENT CREDITS

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