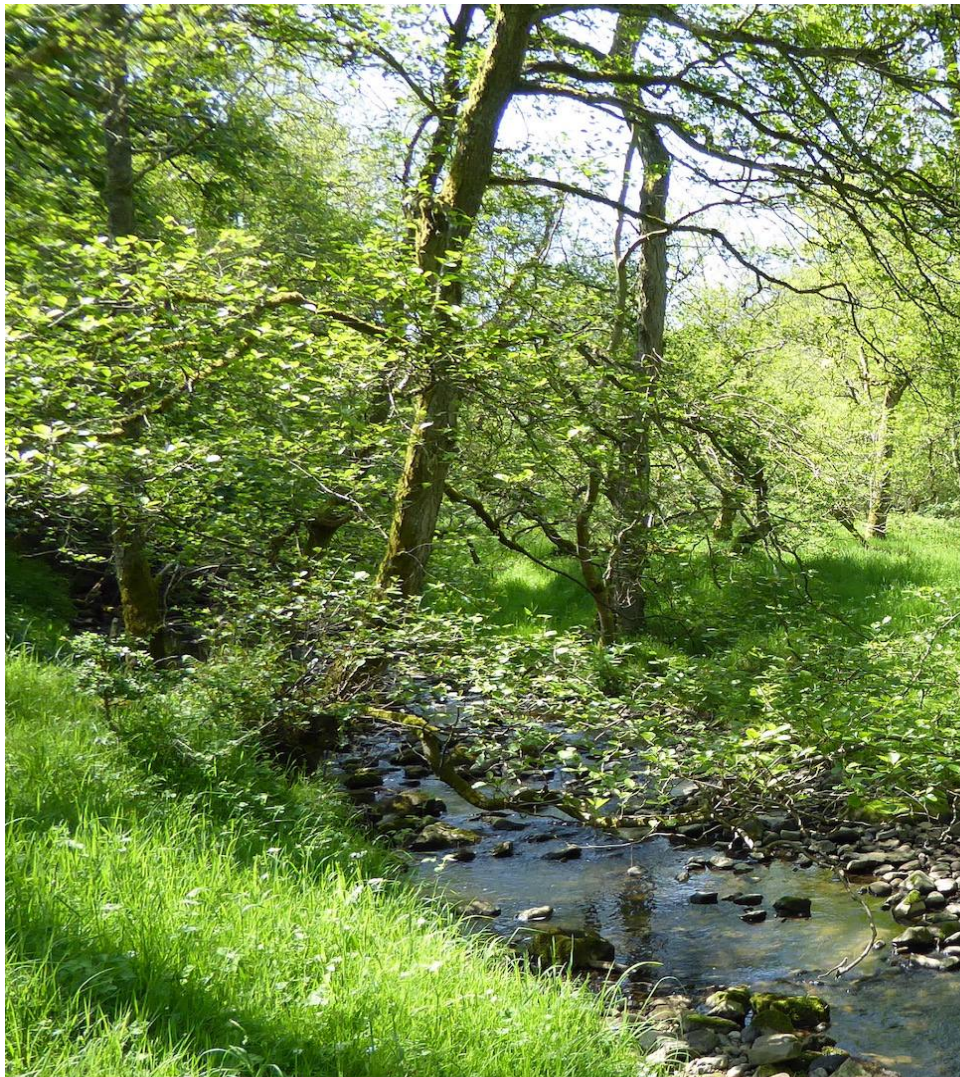


*COCWUDU STUDIES 2:*  
WOODLAND IN THE BRINKBURN  
PRIORY CHARTERS



BERNICIAN STUDIES GROUP  
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# WOODLAND IN THE BRINKBURN PRIORY CHARTERS

## INTRODUCTION: ORIGINS AND SCOPE OF THIS STUDY

This study has its origins in a set of working meetings held by the Bernician Studies Group (BSG) for its own members, and others who were interested, in the library of the Newcastle Literary and Philosophical Society in 2017. In these meetings, the texts of a number of medieval ecclesiastical charters were read and translated *viva voce*. The main purposes of these events were to familiarise group members with the ways in which such charters were set out and with some of their specialised expressions and vocabulary, and to act as an informal refresher course in Latin. At the same time, the group's fieldwork programme of woodland reconnaissance surveys was progressing as part of the *Cocwudu* Historic Landscape Project in an area within which Brinkburn Priory had held lands. In 2019, after five seasons of the woodland surveys, it was time to review the findings, and so it became opportune that information within the Brinkburn Priory charters concerning their woodland holdings should be drawn together and that, for the first time, a written translation into English should be provided. This study is the outcome, now issued as a publicly accessible document from the BSG web site. This is number 2 in the BSG series *Cocwudu* Studies, following on from a previous charters study issued in January 2020, 'Brinkburn and Newminster Charter Boundary Readings'.

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## INTRODUCTION

### 1: The Brinkburn Cartulary

The charters of Brinkburn Priory record land grants made to the house. At some time during the priory's history, between its foundation at an unknown date in the 12th century and its dissolution in 1536, the texts of its charters were copied out into a book, a cartulary, presumably for ease of reference. This book survives and is held in the British Library. Towards the end of the 19th century, William Page, a barrister of Lincoln's Inn, transcribed the contents of the cartulary in preparation for a printed edition which was published by the Surtees Society of Durham in 1892, as volume 90 of their publications. A full English translation of these Latin texts has, as far as we are aware, never been made. As part of its *Cocwudu* historic landscape study, the Bernician Studies Group (BSG) has reviewed the contents of those Brinkburn charters that refer to woodlands in particular. This present report is part of the project documentation, prepared with the aim of making information on woodlands contained in the Brinkburn charters more widely available, especially to those with little or no reading knowledge of Latin. The translations done for this report have been made from Page's printed edition; we have not consulted the manuscript.

### 2: Brinkburn Priory

Brinkburn Priory was a house of Augustinian Canons, sometimes called Austin Canons. These were priests who lived according to a Rule developed from the writings of St Augustine of Hippo in the 4th-5th century. They were not monks living under the Rule of St Benedict, or one of its related Rules such as that of the Cistercian Order with its nearby abbey at Morpeth, who withdrew from the world into isolation. The Canons were priests who lived in community, in the manner of monks, but who provided pastoral ministry in the countryside around, which monks did not do. They were thus something of a hybrid between monks and the secular priests who worked in a diocese under the authority of a bishop. They relied for their upkeep on the charity of others, and the most important charitable gifts were those of land from which the Canons could provide for their own needs and derive an income. These gifts are the subject of the charters of the house.

### 3: Charters

A charter records the transfer of land from one party to another. It did not transfer ownership in the sense that we now understand freehold: in medieval England, all land was held by someone of a superior lord, ultimately the king. The charter transferred from the donor to the recipient certain rights over the land; in general, rights to the wealth of the land, in produce and goods or in assets such as a mill, and to the services of tenants of the land. Most of the Brinkburn charters did this: they record a benefactor making a grant to the religious house. As well as charters of this sort, there are other document types in the set:

- **A charter of confirmation**, indicated by the word *confirmavi* or *confirmavisse*, may be issued when, for example, the son and heir of a benefactor, having inherited his estate, confirms that what his father granted still applies; or in which a subsidiary landholder on the Bertram lands, whose holding is affected by a grant made to the priory by his lord, confirms his lord's charter.

- **A quit claim**, indicated by the words *quietum clamavi* or *quietum clamasse*, occurs when a party with interests on a parcel of land renounces those interests for the benefit of another party.
- **A final agreement**, *finalis concordia*, is a document issued by a court of law specifying the terms of a land transfer agreed by two parties.

A few of the charters record grants of money, the rental earned from a property held by the donor, for example. As written, the charters tend to be highly formulaic. A more detailed note on this is given below - see Section 6. None of the charters, as printed in Page's edition, gives a date.

The founding benefactor of Brinkburn Priory was William Bertram, baron Bertram of Mitford. It was to him and his descendants that the priory owed the greater part of the landed estate which they eventually built up. But the Bertrams' neighbours, the Merlay barons of Morpeth, were also benefactors, giving grants on the south side of the River Coquet. Where the great lords led, so lesser landholders followed with smaller grants.

#### 4: Woodlands

For this present report, we have concentrated on those charters which refer to woodland, as defined by one of five Latin terms:

- **Boscus** and **silva** are both commonly used words meaning a wood, and in these charters there is no clear distinction in meaning between the two.
- **Saltus**, occurring only in the foundation charter and its confirmations, can be translated as 'wood pasture', indicating a mix of landscape types.
- **Foresta**, 'forest', as used in medieval England is not so much a definition of woodland as a term of legal status: an area subject to forest law, in which rules apply to the hunting of wild game.
- **Parcus** is a park, an area bounded by a fence or a ditch and bank and set aside for keeping and hunting game. Felton Park is the park in question.

#### 5: Summary of the Woodland Charters

The way in which the charters are written gives a strong sense that the countryside was a patchwork, with different types of landscape intermingled. On Rimside there is wood and forest (*silva et foresta*) [9]; in West Rimside and Lynchwood, wood, moor and pasture (*boscus, mora et pastura*) [14], pasture in the wood and moor (*pastura in bosca et mora*) [15]; again in Lynchwood, wood and pasture (*boscus et pastura*) [12]; on the Merlay land south of the Coquet, there is pasture in the wood (*pastura in bosco*) [119]. In Lynchwood and West Rimside there is common pasture (*communem pasturam*) for beasts [6, 10]. Horses can be taken out on to Rimside and the Canons are given the right to make and maintain folds (*faldas*) in which to keep the horses [19].

On West Rimside and Lynchwood animals graze on woods, moor and pasture (*boscus, mora, pastura*); the possibility that the Canons might in future enclose the land is foreseen and protections are put in place for tenants in the event of their beasts straying into the enclosures, should the fencing have proved to be inadequate [14, 15.] On lands granted to

the Canons on Lynchwood, Rimside, Healeyhope and Evenwood they have general dispensation to do such as they see fit for enclosing, assarting, cultivating and building (*ad claudendum, assartandum, colendum, ædificandum*) [6, 8, 9, 23], and with ditch digging (*ad fossandum*) added to the list at Glantlees [21]. A charter of King John confirmed their rights to make assarts in Lynchwood, Healey, and Foderhalgh when he removed the constraints of forest law from these areas [236]. New assarts have been made in Lynchwood [11, 12, 91], and the Canons have established a peat cutting (*petaria*) on Rimside [9].

From the Bertram lands at Evenwood, the Canons may take from the forest (*foresta*) whatever they need for building, and what they need for their ploughs, harrows, carts and waggons [23]. In other cases, what they may take from the land is specified in detail. On the Merlay land south of the Coquet, this is set out in three charters [119, 120, 121]. Pasture in the woods (*pastura in bosco*) is allowed for 40 cattle and their calves of two years old, and for 10 sows and their piglets of two years old, for all days of the year, winter and summer, in perpetuity. Common of pasture is granted for 10 mares and their foals of three years old, for all days of the year, winter and summer, in perpetuity. When the Canons wish to round up their horses, they are to do so under the eye of Merlay's foresters, but their oxen may, while ploughing land here, graze in the pasture without interference. Dead wood can be taken from the woods (*mortuum boscum infra boscum*), to the amount that two horses can carry, one for the use of the Canons in the infirmary, and the other for use of other offices of the same house, both in winter and summer, in perpetuity. Robert of Hilton, on Bertram lands in Hazon, gave the Canons leave to take in each year from Easter day until St Michael's Day (29 September) daily as much dead wood as one horse is able to carry once per day, under the eye and with leave of his foresters; the said horse may graze the grass as needed.

Charters of Roger Bertram and his descendent Roger III show them making careful provision to protect their own interests in hunting wild game. At Healeyhope [8], where Roger had given the Prior and Convent rights for enclosing, assarting, cultivating, and building, he gave them hunting rights for game that came into their land, but he also reserved hunting rights here for himself. In two grants, for separate parts of the woods and forest (*silva et foresta*) of Rimside [9, 10], Roger Bertram specifies limits to the Priory's rights. The Prior and Convent are granted right of vert and venison (*cum viridi et venatione*) within an area of defined boundaries, that is the right to take venison and to manage the cover for the game; they may set up and maintain nets on the fencelines for capturing game and they may keep the fences in good repair. 'However, I reserve to myself', Roger declares, 'the right of hunting there with my companions'. With that point clearly established, Roger sets out further limits to the Priory's hunting rights. If their quarry should escape from out of their fenced area into the wider forest, that is into his area, their huntsmen may, on condition that they have put aside their bows and arrows, go into the forest to retrieve and bring back their dogs that have chased the deer. But any game taken outside of the Priory's boundaries, says Roger, is mine. In Lynchwood [11], Roger III granted rights of vert and venison, and he made the same specification as applied at Rimside in the case of deer that escaped out into his forest.

In Felton, the Bertram lords established a park, and the rights and obligations of the Prior and Convent, on the one hand, and Roger Bertram and his man Robert Gamelthorpe, on the other, concerning pasture and for payments for transgressions into the park were set out in

a legal agreement [18]. The Prior and Convent have rights of pasture for their tenants in Felton on all of the demesne cultivated land, except for the park, as enclosed within its boundaries. They have rights of pasture on Robert's land after the corn and hay crops have been taken, and they claim a 40-feet wide corridor of access to take their animals out on to pasture on Rimside. In return, the Prior and Convent renounce in Roger's favour any rights over the park and they acknowledge Robert's right to pasture his animals on their land at Evenwood after the corn and hay crops have been taken. Penalties are then set in the event of any animals of the Priory's people straying into the park: for each plough ox one penny, for 20 sheep one penny, for 10 pigs one penny, for 20 other animals one penny, and for one stallion or mare one halfpenny. Finally, a procedure is established within the manor court for ensuring the good behaviour of all parties in these matters. In a separate charter [43], Roger Bertram undertook to have made secure boundaries to his park at Felton by St. Michael's Day of the year 1256. Thereafter, if any animals of the Priory or its tenants in Felton were to break into the park on account of poor fencing, no penalties would be levied.

## 6: Note: Forms of charters and their terminology

The texts and translation given in this document do not quote the whole of each of the charters concerned, but only those parts with information relevant to the *Cocwudu* woodland study. Charters are formal and formulaic, and the following notes explain the context of these excerpts.

### A: Charters of Donation and Confirmation

There is some variability in the phrasing of the formal elements of the charters, and in the ways in which the Latin sentences are structured, but within this variability, there are common elements. In its standard form, a charter breaks down into several sections:

#### 1: Greeting and Announcement

The donor introduces himself (all but one of the charters cited here were issued by men) and usually expresses a greeting: *To all who will see or hear this document, I <Name>, send greetings.* He then announces his intentions: *let all know that I have done (whatever).*

[Latin: *sciant omnes* or *notum sit omnibus vobis* or *noverit universitas vestra*, or other variants, then followed by *quod* and a verb in the indicative, or else an accusative and infinitive construction.]

In a charter to a religious house, the statement of intent may be developed in a formal rhetoric of piety: *that I am doing this on my own behalf and that of my wife and my heirs, for the good of my soul, and that of the souls of my wife and my heirs and all who have gone before me.* The donor will say to whom the donation is being made: *to God and Saint Peter and the Canons of Brinkburn*, or, more simply, *to the Prior and Convent of Brinkburn.*

#### 2: The Donation

This gets to the heart of the business and is likely to be introduced thus: *that I have given, granted, and by this my charter confirmed.* This is usually in the past tense, though it can be in the present tense.

[Latin: *quod dedi, concedi, et hac mea carta confirmavi.* Or else *me dedisse, concessisse et hac mea carta confirmasse.*]



The sense in which a charter of first donation is said to be confirmed is that the formal written document confirms the terms agreed in discussion or negotiation. A charter of confirmation, such as that issued by the heir of the original donor, will make a reference back to the first donor's charter.

The charter will then name the place which is the subject of the donation. This might be done simply, with just the name given, or it might be that the geographical area to which this applies is specified in detail by a description of its boundaries: from this point, to that, and then to that, and so on, drawing the line or defining the circuit; or a location might be given by reference to a neighbouring plot of land. The terms of the donation will be stated, and here again there is much variability. At the simplest, there is a catch-all expression to say that the land is granted *with all liberties, easements and appurtenances*.

[Latin: *cum omnibus libertatibus, aysiamendis, et pertinentibus*.]

But the rights being transferred to the priory might be specified in some detail. The greater the level of detail the more informative this is to the modern researcher. In the case of a grant to a religious house, it will be specified that this is *for the said Prior and Convent to have and hold in free, pure, and perpetual alms*.

[Latin: *Habenda et tenenda dictis Priori et Conventui in liberam, puram, et perpetuam elemosinam*.]

*Elemosina*, which may be translated as 'alms' or 'charity', is the type of tenure that applies to a religious house; this specification will not appear in a charter of a secular estate. It is a tenure free of the obligations of service that normally apply.

### 3: The Reservations

Not all charters have this element, but the donor might wish to reserve certain rights to himself, notwithstanding the general terms of the donation. In the charters under review, for instance, the Bertram lords took care to reserve hunting rights and to specify carefully the rights and obligations of each party in this matter.

### 4: The Warranty

Again, not all charters have this formal element, but when used, it comes towards the end of the charter after all the specifications and reservations (if applied) have been stated. The donor, possibly with reference also to his heirs, refers to the donation and undertakes that he *will guarantee, discharge and guard for the recipients the said donation against all others in perpetuity*.

[Latin: *warantabimus, adquietabimus et defendimus in perpetuum*.]

### 5: Attestation and Witnesses

Finally, the donor attests the charter by his signature, and sometimes, in charters of a religious house, with the mark of a cross, and the witnesses to the charter then sign. This completes the document.

## B: The Quit Claim

The quit claim [Latin: *quieta clamatio*] is a variant on the standard charter, usually structured in much the same way. In this, a donor renounces in favour of another party all claim that he had over a parcel of land. It is indicated by a sentence of such form as:

<Name>, on his own behalf and that of his heirs, has transferred and altogether relinquished to the Prior and Convent all rights and claims which they had or in any way could have on the said land.

[Latin: <Nomen>, pro se et heredibus suis, dimisit et omnino quietum clamavit dictis Priori et Conventui totum ius et clamium quod habuerunt vel aliquo modo habere potuerunt in dictis terris.]

### **C: The Final Agreement**

The final agreement [Latin: *finalis concordia*] is a document issued by a court stating the terms of an agreement of land transfer between two parties. It is the outcome of a fictitious lawsuit in which a claimant pleads that an occupier is denying him right of access, contrary to what had been agreed between them. The suit is fictitious in the sense that there was no dispute, but the parties have acted as if there was as a way of acquiring formal legal recognition for what would otherwise be a private agreement, and thus seeking to ensure that the terms of the agreement would be respected when, for instance, an heir enters into a property after the death of his father who had made the agreement. The main body of the document specifies the matter which would form the donation and, if appropriate, the reservations, just as in a normal charter.

A *finalis concordia* is easily recognised from the form of its opening: *Whereas a dispute arose between <Name> on the one part, petitioner, and <Name> on the other, deforciant, concerning ..., it has been settled thus: ...* The deforciant is the party that is said to be withholding access.

[Latin: *Cum esset mota contentio inter <Nominem>, ex una parte, petentem, et <Nominem> ex parte altera, deforciantem, super..., in hunc modum sopita est, videlicet...*]



## BRINKBURN CHARTERS CONCERNING WOODLAND

### A: The Foundation Charter

<b>No 1: William Bertram</b>	
...concedo fratribus ... supperaddens etiam de desertis meis, videlicet, Thornhalgh, et Forderhalgh, et Papwirthhalgh, et Heley, et Over Heley, et omnes saltus meos circumjacentes; et de silva mea, quae ab oriente est Heley, a via quae descendit a superiori parte ejusdem usque ad Linchbourne et exinde usque ubi eadem bourne cadit in Coket.	I grant also additionally to the brethren from my wastes, that is, Thornhalgh, Foderhalgh, Pauperhaugh, Healey, Over Healey, and all my wood pasture hereabouts; and from my wood, which is east of Healey, from the road which comes down from above as far as Lynchburn and from there to the burn that flows into the Coquet.
<p>Note: the terms of this charter, along with additional grants are confirmed by William's son Roger and grandson William II. Nos 3 and 4.</p> <p>Healey and Foderhalgh had been held under forest jurisdiction. See the charter of King John (No. 236) confirming the release from forest.</p> <p>This foundation grant is confirmed by Henry, earl of Northumberland. (p.193)</p>	

### B: Concerning Healeyhope, Lynchwood and Rimside

<b>No 6 (Charter fragment): Roger Bertram</b>	
<p>...et inde per eundem leche usque in Linchewodebourne, et sic per Linchewodbourne descendendo usque ad campum canonicorum, ad colendum, et claudendum, et ad faciendum omnimodum proficuum suum infra praedictas divisas, sicut voluerint.</p> <p>Dedi etiam ... et praesenti carta mea confirmavi, communem pasturam, libere et sine contradictione et deturbatione mei vel meorum in perpetuum, in pastura mei in oriente rivuli et Healeyhope propriis averiis suis ubique in toto illo...</p>	<p>and thence by the same ditch as far as Lynchwood burn, and so descending along Lynchwood burn to the canons' fields, for cultivating and enclosing and for doing all manner of things for their benefit within the said boundaries, as they wish.</p> <p>I have given also and by my present charter have confirmed common pasture for their own beasts in perpetuity, freely and without objection or interference from me or my people, everywhere in my pasture in the eastern stream and Healeyhope...</p>
Healey names survive north-west of Brinkburn, and so also a small area of woodland called Lynch Wood.	

<b>No 8: Roger Bertram, grant re Healeyhope</b>	
Rogerus Bertram de Mitford dedi, concessi, et hac praesenti carta mei confirmavi... totam Helihope cum omnibus pertinentiis suis sine aliquo retinemento per easdem divisas, per quas Rogerus Bertram, pater meus, eam disrationavit de Domino Johanne filio Roberti coram justiciariis per breve de divis. Insuper situm cum barcaria, quam aedificari feci super Greneheley cum libertatibus eidem barcariae pertinentibus.	I, Roger Bertram of Mitford, have given and granted and by this my present charter have confirmed... all of Healeyhope with all its appurtenances, and nothing withheld, along the same boundaries with which my father Roger Bertram proved title from John son of Robert by writ of boundaries in the courts of the justices. Also, the site with the sheep fold which I caused to be built above Geenhealey with all the liberties pertaining to the same sheep fold.

<p>Tenendum et habendum eisdem Priori et Conventui et eorum successoribus in liberam et puram et perpetuam elemosinam, cum libero introitu et exitu, et cum omnibus libertatibus et aysiamenis eisdem socis pertinentibus, ad claudendum, ad [assartandum], ad colendum, et ædificandum, et omnimodum proficium suum pro voluntate eorum faciendum. Cum omnibus feris at animabilis, qui ibidem aliquando potuerunt inveniri et cum la chase...</p> <p>Salvo mihi jure et hereditibus meis de corpore meo provenientibus, ibidem venandi cum libero introitu et exitu cum ibidem in propria persona venerimus.</p>	<p>For the Prior and Convent and their successors to have and hold in free, pure and perpetual alms, with free entry and exit, and with all liberties and easements pertaining to the same, for enclosing, assarting, cultivating and building, to be done at will for all manner of benefit to them. With all the wild game and animals that from time to time manage to enter, and for the right of chase.</p> <p>I reserve to myself and to the descendants of my body the right of hunting there, with free entry and exit, when we come there in person.</p>
<p>The word <i>assartandum</i> is an editorial suggestion, in place of <i>certandum</i>. See also No. 211 for a <i>finalis concordia</i> between Roger Bertram and John son of Robert, the lord of Rothbury, in connection with Healeyhope. <i>ad assertandum</i>— for assarting. An assart (<i>assartum</i> or <i>essartum</i>) is an area reclaimed from woodland for grazing or cultivation.</p>	

No 9: Roger Bertram, forest of Rimside	
<p>...Dedi, concessi, et hac mea præsentī carta confirmavi... unam partem silvæ et forestæ meæ de Rymside, videlicet...</p> <p>per has divisas, incipiendo in Lynchwodbourne in via, quæ vocatur Hayway, et sic per eadem via ascendendo liminaliter usque ad sepem de Framlyngton per Todholes, et sic per eandem sepem versus aquilonem usque ad angulum illius sepi, et sic de illo angulo ascendende per eandem sepem usque Colestrete, et sic [de] Colestrete extendendo versus aquilonem usque in Alriburnschawe, et sic de Alribourne usque ad magnam sepem de Rymesside, et sic ascendendo per illam sepem usque ad occidentale caput prædictæ sepi, et sic de capite sepi illius versus occidentem usque ad Rymlawstane, et sic de Rymlawstane versus occidentem usque in Redwaye, et sic de Redwaye per Egereswaye versus austrum usque ad petariam de Brinkbourne, cum omnibus pertinentiis suis.</p> <p>Habenda et tenenda dictis Priori et Conventui...in liberam, puram, et perpetuam elemosinam cum viridi et venatione et cum omnibus et omnimodis pertinentiis, libertatibus, at aysiamenis prædictis silvæ et forestæ pertinentibus sine omni servitio seculari, exactione, consuetudine, et demando. Et unacum omnibus et omnimodis libertatibus, aysiamenis prædictæ sepi.</p>	<p>I give, grant, and by this my present charter confirm one part of my wood and forest of Rimside, namely...</p> <p>along these bounds, beginning at Lynchwood Burn at the road called Hayway, and along the same road ascending along the boundary to the fence of Framlington, by Todholes, and along the same fence towards the north right to the corner of that fence, and so from that corner, ascending along the same fence to Cole Street, and so from Cole Street reaching northwards as far as Alriburnschawe, and from Alriburne as far as the great fence of Rimside, and so ascending along that fence right to the western head of the said fence, and so from the fence head towards the west as far as Rimlaw Stone, and so from Rimlaw Stone towards the west as far as Redway, and from Redway southwards along Edgar's Way right to Brinkburn's peat cutting; this land with all its appurtenances.</p> <p>For the said Prior and Convent to have and hold in free, pure and perpetual alms, with right of vert and venison, and with all and all manner of appurtenances, liberties, and easements pertaining to the said wood and forest without any secular service, tax, customary dues, and claims. And along with all and all manner of liberties and easements of the said fenced land.</p>

Ita, videlicet, quod liceat dictis Priori et Conventui et eorum successoribus retia sua ponere in bukstalles memoratæ sepis et ad utrumque caput ejusdem sepis pro voluntate eorum ad feras capiendas.	That is to say that the said Prior and Convent and their successors may place their nets at will on the palisades of the fence mentioned, and at either end of the fence to capture wild game.
Et quod liceat eisdem pro eorum voluntate prædictam sepem reficere et emendare, capiendo claustrum ex boriali et orientali parte sepis antedictæ et circumquaque sine aliqua contradictione vel impedimento mei, heredum meorum, successorum meorum, forestatorium meorum, vel ballivorum nostrorum seu quorumcunque nomine nostro in perpetuo.	And they may re-build and repair the said fence at will, by making an enclosure from the north and east part of the said fence and around about, with no objection or hindrance from me, my heirs and successors, my foresters, my bailiffs or by anyone in our name forever.
Salva tamen mihi potestate in vita mea tantum venandi ibidem et eis qui mecum venerint; et hoc cum ibi fuero in propria persona mea.	However, I reserve to myself in my lifetime, and for those who accompany me, the right of hunting there; this when I shall be there in person.
Si autem contigat quamcumque feram motam infra dictas divisas evadere infra forestam meam, volo et concedo pro me et heredibus meis ut venatores dictorum canonicorum, vel aliqui alii ex parte eorum, sine arcu et sagittis possint intrare forestam meam sine impedimento vel gravamine mei [et] heredum meorum, ballivorum nostrorum, forestariorum, seu quorumcunque nomine nostro, tam ad canes suos currentes quam leporarios suos capiendos et retrahendos. Ita tamen quod venatio capta extra suas divisas mihi sine contradictione remaneat.	If, however, it should happen that wild game, having started within the said boundaries, should escape into my forest, it is my wish and I grant on my behalf and that of my heirs that the said canons' huntsmen, or anyone else of theirs, may enter my forest without bow and arrow, with no hindrance or penalty from me and my heirs, bailiffs, foresters, or anyone else in my name, to catch and retrieve their chasing dogs and greyhounds. However, game taken outside of these bounds remains mine, with no objection.
Et ego, dictus Robertus Bertram, et heredes mei prædictis Priori et Conventui et eorum successoribus prædictam silvam et forestam cum omnibus et omnimodis pertinentiis, libertatibus, et aysiamenis suis, prout plenius prædictus est, contra omnes homines et feminas warrantabimus, adquietabimus, et defendemus in perpetuum.	And I, the said Robert Bertram, and my heirs shall guarantee, discharge, and guard for the said Prior and Convent and their successors against all men and women the said wood and forest along with all and all manner of appurtenances, liberties and easements, as already fully stated, in perpetuity.

*Egeresway* is presumably the same as *Edgarway* in No. 11. Roger Bertram defines carefully and in details the rights of the canons and the rights which he retains to himself with regard to animals of the chase in the wood and forest of Rimside. Henry III confirmed this (and other matters) in a charter pp.190-192. Note *silva* and *foresta* are taken together. *cum viridi et vanatione*— 'with vert and venison'. A standard formula: venison, in early usage, can refer to all game animals and not just deer; vert refers to the green leaves of trees and shrubs, and also to grass, which provide food and shelter for the animals.

No 10: Roger Bertram part of Rimside wood	
Noverit universitas vestras me dedisse, concessisse, et hac præsentī carta mea confirmasse... unam partem silvæ meæ de Rymsid per has divisas, scilicet...	Know you all that I have given, granted and by this my present charter I have confirmed one part of my wood of Rimside, within these boundaries, that is...

<p>incipiendo in quodam siketto, quod venit de petaria dictorum canonicorum, in silvam, et sic descendendo liminaliter in moram de Framlyngton, et postea [des]cendendo versus Brinkeburne extra horam dictæ silvæ de Westrymside quousque perveniatur in viam quæ ducit de Framlyngton usque Routhbiry, et ab illa via descendendo extra silvam usque in Linchewodbourne.</p> <p>Tenendam et habendam dictis canonicis et eorum successoribus in liberam, puram et perpetuam elemosinam cum viride at venatione, cum libero introitu et exitu, et cum omnibus libertatibus aliis aysiamētis ad claudendum, colendum, fossandum at assertandum, et ad omnimodum profectum suum pro voluntate eorum faciendum, quantum ad me pertinet.</p> <p>Salva communia pastura hiis, qui modo ibidem communicant.</p> <p>Salva etiam mihi potestate in vita mea tantum venandi ibidem et eis qui mecum venerint hoc cum ibi fuero in mea propria persona.</p> <p>Si autem contigat quamcunque feram motam infra dictas divisas evadere in forestam meam, volo et concedo ut venator dictorum canonicorum vel aliquis alius ex parte eorum sine arcu et sagittis possit intrare forestam meam, sine impedimento vel graminie mei vel heredium meorum seu etiam ballivorum nostrorum, tam ad canes suos currentes, quam leporarios capiendos et retrahendos. Ita quod cum venatio capta extra suas divisas mihi sine contradictione remaneat.</p>	<p>beginning at a small ditch that comes from the said canons' peat cutting in the wood, and so descending along the boundary to Framlington Moor, and thereafter descending towards Brinkburn outside the boundary of the said wood of West Rimside until it reaches the road which runs from Framlington as far as Rothbury, and descending by that road outside the wood as far as Lynchwood Burn.</p> <p>For the said canons and their successors to hold and have in free, pure and perpetual alms with vert and venison, with free entry and exit, and with all liberties and other easements for enclosing, cultivating, ditching, and assarting, and for doing at their will whatever is of benefit to them, as much as is within my right.</p> <p>I reserve rights of common pasture in these lands in which they are now commoning.</p> <p>I reserve also in my own control during my life the right of hunting here, for me and for those who accompany me when I shall be there in person.</p> <p>If however it should happen that any wild game should escape from within the said boundaries into my forest, I will and grant that the huntsman of the said canons, or any other of their people, may enter my forest without bow and arrows, without hindrance or penalty from me or my heirs or our bailiffs, to catch and retrieve their chasing dogs and greyhounds; and that game taken outside of their boundaries remains mine, with no objection.</p>
In the second paragraph, the editor suggests [des]cendendo for scendendo.	

No 11: Roger Bertram III concerning Lynchwood	
<p>Noverit universitas vestra me dedisse, concessisse, et præsentī carta mea confirmasse, et etiam omnino quietam clamasse... unam partem silvæ meæ, quæ vocatur Linchewode... per has divisas, scilicet...</p> <p>ab angulo sepi novī essarti dicti Prioris et Conventus versus orientem ascendendo per Linchewodbourne usque in iter ducens de Framlington ad Routhebury et sic per iter illud usque in sikettum ascendendo usque ad bercariam suam super Greneheley, et sic per sikettum illud sursum usque in Edgarway, et postea a fossa eorum descendendo versus austrum usque ad crucem</p>	<p>Know you all that I have given, granted and by this my present charter have confirmed, and in all ways have I relinquished my claim on one part of my wood which is called Lynchwood, within these boundaries, that is...</p> <p>from the corner of the fence of the said Prior and Convent's new assart, towards the east, ascending along Lynchwood Burn as far the road leading from Framlington to Rothbury, and so along that road as far as the ditch, ascending to their sheep fold above Green Healey, and so along that ditch upstream as far as Edgar's Way, and then from their dyke descending southwards as far as the wooden cross</p>

<p>ligneam stantem in itinere Edgeri, et ab illa cruce usque ad angulum essarti Collini.</p> <p>Tenendam et habendam ... cum viridi et venatione, cum libero introitu et exitu, et cum omnibus aliis libertatibus et aysiamendis ad claudendum, colendum, fossandum, et assartandum, at ad omnimodum proficuum suum pro voluntate eorum faciendum, quantum ad me pertinet...</p> <p>Si autem contingat quamcunque feram, motam infra prædictas divisas de Lynchewod vel etiam de Helyhope, evadere in forestam meam, volo et concedo ut venator dicti Prioris et Convenus vel aliquis alius ex parte eorum, sine arcu et sagittis possit intrare forestam meam sine impedimento vel gravamine mei vel heredum meorum seu etiam ballivorum meorum, tam ad carnes suos currentes quam leporarios capiendos et retrahendos. Ita tamen quod venatio capta infra forestam meam mihi sine contradictione remaneat.</p> <p>Concedo etiam...omnes et omnimodas libertates, quæ eis prodesse potuerunt quocunque modo sibi viderint expedire infra divisas omnium terrarum suarum clausarum fossis et sepibus per totam Feltonschyre.</p> <p>Præterea volo et concedo... ut de cætero nec Prior, nec Conventus, nec etiam homines sui, pro aliqua accusatione vel suspicione in aliquo loco pro viridi aut pro sicco occasionentur, vel ad placita mea venire attachientur, nisi capiantur ad stobbe et stonen, aut per forestarios meos recenter persecuti fuerunt, scilicet, eodem die quo facta fuerit transgressio, et hoc sub testimonio duorum vel trium legalium hominum de eadem villa.</p>	<p>standing on Edgar Way, and from that cross at the corner of the assart of Collini.</p> <p>[For the Prior and Convent] to have and hold, with rights of vert and venison, with free entry and exit, and with all liberties and easements, for enclosing, cultivating, ditching, and assarting, and for doing at their will whatever is of benefit to them, as much as is within my right.</p> <p>If it should happen that any wild game should escape from within the said boundaries of Lynchwood or Healeyhope into my forest, it is my will and I grant that a huntsman of the said Prior and Convent, or any other of their people, may enter my forest without bow and arrows without hindrance and penalty from me or my heirs or bailiffs, to catch and bring back their chasing and hunting dogs. However, game taken within my forest belongs to me with no objection.</p> <p>I grant also all and all manner of liberties which may benefit them in whatever way may seem to be of advantage to them within the bounds of all their lands enclosed with ditch and fence through the whole of Feltonshire.</p> <p>Moreover, it is my will and I grant that, as for the rest, neither the Prior nor the Convent nor their men are to be prosecuted for any accusation or suspicion in any place in connection with vert or ditches, or to be arraigned to come to my court unless they be taken at stob and stone or shall have been immediately followed by my foresters, that is on the same day that they committed the transgression, and this on the testimony of two or three law-worthy men of the same vill.</p>
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In the second paragraph, the editor suggests *Quolini* for *Collini*.  
*ad stobbe et stonen* - these are English words rendered in Latin. *Stonen* is easily recognised as 'stone'; *stob* is a 'stake' or 'post'. These are boundary markers, and the meaning here is that no case will be brought against the Prior's men in the forest court unless that have been caught as they are actually coming out of Bertram's forest, or if his foresters have followed them out of the forest.

<b>No 12: William of Framlington re Lynchwood</b>	
<p>Notum sit omnibus vobis quod ego, cum heredibus meis, concedo et hac in mea carta confirmo Deo et Sancto Petro et canonicis de Brynkebourne donationem Radulphi, patris mei, et meam ...</p> <p>Concedo etiam omnimodo et confirmo omnes donationes dominorum meorum, scilicet, Willelmi</p>	<p>Be it known to you all that I, with my heirs, grant and in this my charter confirm to God and Saint Peter and the canons of Brinkburn the donation of my father Ralf and mine</p> <p>...</p> <p>I grant also in every way, and I confirm all the donations of my lords William Bertram and Roger</p>

<p>Bertram et Rogeri Bertram, filii eius, quas dederunt prædictis canonicis sicut in cartis eorum continetur et determinatur</p> <p>et omne jus et omnem calumpniam, quam adversus prædictos canonicos habui in bosco eorum, et in pastura de Linchewode, et in sartis eorum, et in mansuris, omnino renunciavi et quietam clamavi præfati canonicis sicut eorum ius de me et heredibus meis in perpetuum.</p>	<p>Bertram his son which they made to the same canons, as is contained and settled in their charters.</p> <p>And I have altogether renounced all rights and all claim to damages which I had against the aforesaid canons in their wood and in the pasture of Lynchwood and in their assarts and in their messuages; and I relinquish my claim to the said canons as their right from me and my heirs in perpetuity.</p>
<p>William of Framlington, a tenant on the Bertram lands, confirms the grants of his Bertram lords to the priory and renounces any claim he may have against the canons.</p>	

<b>No 14: Quitclaim of Thomas Bryan</b>	
<p>Thomas, pro se et heredibus suis, dimisit et omnino quietum clamavit dictis Priori et Conventui et eorum successoribus totum ius et clamium quod habuerunt vel aliquo modo habere potuerunt in dictis boscis, mora, et pastura de Lynchewode et Westerymsside, sine aliquo retinemento in perpetuum, prout carta Domini Rogeri de Betram de dictis boscis, moris, et pasturis, testatur.</p> <p>Pro hac demissione et quietam clamatione prædicti Prior et Conventus concesserunt prædicto Thomæ et heredibus suis, quod averia eorum et eorum tenentium in dictis boscis, mora, et pastura pascant libere, quiete, et pacifice, sine impedimento, quamdiu dicti bosci, mora, pastura clausi non fuerint.</p> <p>Si vero post claustrum, factam circa dictos boscos, moram, pasturam, vel aliquam partem eorum, averia dicti Thomæ et heredum suorum vel eorum tenentium pro defectu claustræ infra claustrum intravenerint, sine contradictione vel impedimento alicujus vel antiquo dampno et jactura eis inferendo quiete liberabuntur.</p>	<p>Thomas, on his own behalf and that of his heirs, has transferred and altogether relinquished to the Prior and Convent all rights and claims which they had or in any way could have in the said woods, moors, and pasture of Lynchwood and West Rimside, nothing withheld, in perpetuity, as the charter of the lord Roger de Bertram concerning the said woods, moors and pasture attests.</p> <p>For this transfer and relinquishing of rights the said Prior and Convent have granted to the said Thomas and his heirs that their animals and those of their tenants should graze in the said wood, moor and pasture freely, with immunity, and peacefully, without hindrance so long as the said woods, moor and pasture are not enclosed.</p> <p>If, however, after an enclosure boundary has been made around the said woods, moor and pasture, or any part of them, the animals of the said Thomas and his heirs or tenants, because of a defect in the boundary, shall enter within the enclosure, they shall be freely acquitted, without objection or hindrance from anyone or any old claims of damage and loss made against them.</p>
<p>Makes provision for Thomas's livestock in the event of the priory enclosing woods, moorland or pasture which is at present unenclosed and accessible to his animals.</p>	

<b>No 15: a legal agreement with William son of William Bokenfield and his wife Alice</b>	
<p>Cum esset mota contentio inter Willelmum, filium Willelmi Bokenfeld, et Aliciam, uxorem suam, ex parte una, petentes, et Priorem at Conventum de Brinkebourne, ex parte altera, deforciantes, super pastura in boscis et mora de Linchewode et Westerimsyde, in hunc modum sopita est, videlicet,</p>	<p>Whereas a dispute arose between William son of William Bokenfield and his wife Alice, on the one part, petitioners, and the Prior and Convent of Brinkburn on the other part, withholding access, over pasture in the woods and moor of Lynchwood and West Rimside, it has been settled thus:</p>

<p>quod dictus Willelmus et Alicia, pro se et heredibus suis, dimiserunt et omnino quietum clamaverunt dictis Prioris et Conventui de Brinkburne et eorum successoribus, totum ius at clamium, quod habuerunt vel aliquo modo habere potuerunt vel debuerunt, in dictis boscis, mora, et pastura de Linchewode et Westerymside sine aliquo retinemento in perpetuum.</p> <p>Et pro hac demissione et quietam clamatione, prædicti Prior et Conventus concesserunt prædictis Willelmo et Aliciæ et heredibus suis quod averia eorum in dictis boscis, mora et pastura, pascant pacifice, quamdiu dicti bosci, mora, pastura clausi non fuerint. Si vero post claustram factam circa dictos boscos et moram, vel circa aliquam eorum partem, averia dictorum Willelmi et Aliciæ et heredum suorum, pro defectu claustræ, infra claustram intravenerint sine aliquo dampno eis inferendo, quiete liberabuntur.</p>	<p>that the said William and Alice, for themselves and their heirs, have transferred and altogether relinquished to the said Prior and Convent of Brinkburn and their successors all right and claim which they had, or were in any way able to have or should have in the said woods, moor and pasture of Lynchwood and West Rimside, with nothing withheld, in perpetuity.</p> <p>And for this transfer and relinquishing of claim, the said Prior and Convent have granted to the said William and Alice and their heirs that their animals in the said woods, moor and pasture should graze peacefully, for as long as the said woods, moor and pasture shall not be enclosed. However, after a boundary has been made around the said woods and moor, or any part of them, if the animals of the said William and Alice and their heirs, because of a defect in the boundary, shall enter within the enclosure, they will be freely acquitted, with no claim for damages being made against them</p>
<p>A similar case to 14 above, and, presumably, concerning the same areas of land. What seems to be happening is that enclosure by the priory is compromising the common rights of tenants on the Bertram estates and legal agreements are being put in place to ensure these in the event of enclosure.</p>	

<b>No 19. Roger Bertram re horses on Rimside</b>	
<p>Rogerus de Bertram, salutem in domino. Noverit universitas vestra, me... dedisse, concessisse, et præsentis scripto meo confirmasse... ut dicti Prior et Conventus et homines sui de Feltonschire capiant equos suos in Rymside, et in Walmepethes, et in moris meis circumquaque adjacentibus, omni tempore anni, pro voluntate eorum, quacunque arte, modo, vel ingenio voluerint, sine visu et licentia mei, heredum meorum, forestariorum vel ballivorum nostrorum, seu quorumcunque nomine nostro.</p> <p>Et etiam faldas faciant, emendent, et reficient ad equos suos capiendos ubicunque et quandocunque voluerint, in dictis silvis, singulis annis, pro eorum voluntate, in perpetuum, sine visu vel licentia...</p>	<p>Roger de Bertram, greetings in the Lord. Let it be known to you all that I have given, granted and by my present document confirmed that the said Prior and Convent and their men of Feltonshire may round up their horses on to Rimside and <i>Walmepethes</i> and on to my adjacent moorland thereabouts, at their will, at all times of year, by whatever method, manner, or means they wish, without inspection or leave of my foresters or bailiffs, or any others in our name.</p> <p>And they may make, mend, and re-build folds for holding their horses wherever and whenever they wish, in the said woods, at their will, each year in perpetuity, without inspection or leave...</p>

<b>No 91. Confirmation by John of Eslington, an assart in Lynchwood</b>	
<p>Johannes de Eslington, salutem. Noveritis me concessisse, voluisse, et hac præsentis carta mea</p>	<p>John of Eslington, greetings. Know that I have granted, willed, and by this my present charter</p>



confirmasse... donationem et concessionem Rogeri Bertram, domini mei, scilicet, unius assarti in Linchewode juxta Heleycotes, quam eis dedit et concessit in perpetuum ad claudendum, et colendum, secundum omnes divisas, et cum omnibus libertatibus, et aisiamentis, et pertinentiis adeo libere, integre, et quiete, sicut in carta quam habent prædicti canonici de prædicto Rogero continetur et determinatur.	confirmed the donation and grant of my lord Roger Bertram, namely, of one assart in Lynchwood by Healeycote, which he gave and granted to them in perpetuity for enclosing and cultivating within all its boundaries, and with all liberties and easements, and appurtenances, freely, entirely, and exempt from payment or service, just as is contained and specified in the charter which the said canons have from the said Roger.

<b>No 236: Confirmation by King John re assarts in Lynchwooburn, Healey and Foderhalgh</b>	
Sciatis nos concessisse et præsentī carta confirmasse... quod centum acræ terræ cum pertinentiis in essarto de Linchewiteburne et de Helay et Foderhalghe, quæ prius fuerunt in regardo forestæ, sint quietæ ab omni regardo forestæ.	Know that we have granted and by the present charter confirmed that 100 acres of land with appurtenances and assarts in Lynchwoodburn and in Healey and Foderhalgh, which were formerly held as forest, are now released in all ways from forest rules.
The Priory has made 100 acres of assarts on land which had been regarded as being within forest law. King John releases this land from forest rules.	

<b>No 21: Roger Bertram grant re waste in Glantlees and re woods of Rimside</b>	
Noveritis me dedisse, concessisse, et hac presenti carta mea confirmasse... quandam partem wasti mei in Glanteley, quæ vocatur Schakelzerdesnoke, per divisas factas ibidem. Tenendum et habendum dictis canonicis...cum libero introito et exitu, et cum omnibus libertatibus et aysiamentis ad dictam terram pertinentibus, ad claudendum, colendum, fossandum, ædificandum, et ad omnimodum proficium suum faciendum, prout sibi melius viderint expedire.  Concessi etiam eisdem canonicis, pro me et heredibus meis, ut habeant de bosco meo de Rymside sufficientem liberationem ad dictam terram claudendum et ædificia sua in eadem ædificata sustinenda, tempore anni quo liberi homines mei liberationem suam capere debent, [per] provisum et liberationem ballivorum meorum, et quod possint pro voluntate sua terram quam prius habuerunt fossato et sepibus sufficientibus claudere.	Know that I have given, granted and by my present charter confirmed a certain part of my waste in Glantlees, which is called Schakelzerdesnoke, within the boundaries made there. For the said canons to have and hold, with free entry and exit, and with all liberties and easements pertaining to the said land, for enclosing, cultivating, ditching, building, and for doing all things of benefit to them, as seems best for them to do.  I have granted also to the same canons, on behalf of myself and my heirs, that they should have of my wood of Rimside enough freedom for enclosing the said land and for maintaining their buildings built there, at that time of the year in which my free men should be exercising their free rights, under the stipulation and by leave of my bailiffs, and that they should be able at their will to enclose the land which they formerly held with ditch and sufficient fencing.

## C: Evenwood and the Park of Felton

<b>No 18: A legal agreement with Roger Bertram and Robert Gamelthorpe re Felton Park, Overgrass, and Evenwood</b>	
<p>Cum mota esset contentio inter Priorem et Conventum de Brinkeburne, petentes, ... et Dominum Bertram de Mitford et Dominum Robertum de Gamelthorpe, deforciantes, super communā pasturæ suae... in parco de Felton, et de parcagio in defenso de averiis ibidem captis per evasionem, et de communā pasturæ terræ dicti Roberti de Gamelthorpe in Overgares, sopita est in hunc modum, videlicet,</p> <p>quod prædictus Rogerus de Bertram recognovit et concessit... prædictis Priori et Conventui, et successoribus suis, et hominibus suis de Magna et Parva Felton, communam pasturæ in omnibus dominicis culturis de Felton excepto dicto parco tunc fossato et incluso.</p> <p>Et dicti Rogerus et Robertus recognoscunt et concedunt dictis Priori et Conventui... communam pasturæ in terra dicti Roberti omnibus diebus anni post blada et fœna asportata, cum libero introitu et exito. Et habebunt per mediam terram suam liberum introitum et exitum versus pasturam de Rymeside, latitudinis quadraginta pedum, in loco quo Johannis filius Symonis introitum fieri fecit post feoffationem dicti Roberti.</p> <p>Et pro ipsa recognitione et concessione dicti Prior et Conventus concedunt dicto Rogero, et heredibus suis, quod habeant dictum parcum quietum et liberum ab eis, et hominibus suis, et successoribus suis, ita quod nullum ius vel clamium in dicto parco nomine communæ in posterum vindicare poterint.</p> <p>Et similiter recognoscunt et concedunt dicto Roberto de Gamelthorpe, et heredibus suis, communem pasturæ propriis averiis suis in terram suam de Evenwod, post blada et fœna asportata, cum libero introito et exitu. Et si contigat plures homines terram prædicti Roberti ad firmam tenere, nullus communicabit in terra de Evenwod, nisi ille, qui in dominico tofto dicti Domini Roberti manebit, salva tamen tota communā pasturæ extra claustrum de Evenwod.</p>	<p>Whereas a dispute arose between the Prior and Convent of Brinkburn, plaintiffs, and the lord Bertram of Mitford and the lord Robert of Gamelthorpe, those withholding, over common of pasture in the park of Felton, and over parkage payment for the impounding of escaped animals held there, and of common of pasture of the said Robert of Gamelthorpe in Overgars, it has been settled in this way, that is:</p> <p>that the said Roger Bertram has acknowledged and granted to the said Prior and Convent and their successors, and to their men of Great and Little Felton common of pasture in all demesne cultivated land in Felton, except for the said park as then ditched and enclosed.</p> <p>And the said Roger and Robert acknowledge and grant to the said Prior and Convent right of common pasture in the land of the said Robert for all days of the year after the corn crop and the hay have been taken, with free entry and exit. And they shall have a free entry and exit of 40 feet wide from within their land towards the pasture of Rimside in the place in which John son of Simon has had an entrance made after enfeoffment of the said Robert.</p> <p>And for this acknowledgement and grant the said Prior and Convent grants to the said Roger and his heirs that they should have the said park quit and free from them and their men and their successors, so that they [P+C] will not in future be able to challenge any right of claim in the said park in the name of the community.</p> <p>And likewise, they acknowledge and grant to the said Robert of Gamelthorpe and his heirs right of common pasture for their own animals in their land at Evenwood, after the corn crop and the hay have been taken, with free entry and exit. And if it should happen that many men hold the land of the said Robert at farm, no one will share in the land of Evenwood, except for him who lives in the demesne toft of lord Robert, excepting however the whole of the common pasture outside of the Evenwood enclosure.</p>

<p>De parcargio, autem, sciendum, quod, si averia dictorum Prioris et Conventus et successorum suorum vel hominorum suorum infra dictum defensum evaserint, dabunt pro carucata boum unum denarium, et pro xx ovibus unum denarium, et pro x porcis unum denarium, et pro xx aliis averiis unum denarium, et pro uno equo seu equa unum obulum. Et si pauciora averia capta fuerint talliabuntur, donec veniatur ad numerum singulorum.</p> <p>Præterea sciendum quod omnes forestarii et messarii dicti Rogeri jurabunt singulis annis, die Sancti Michaelis, apud Felton, coram ballivo domini et celerario vel alio attornato dictæ domus de Brinkeburne, quod maliciose vel injuste non vexabunt nec inparcabunt dictos Priorem et Conventum, vel homines suos, vel averia sua. Et pastores dictorum Prioris, Conventus, et hominum jurabunt similiter quod pro posse suo averia sua custodient, ita quod dictum defensum non intrabunt nisi ipsis invitis.</p>	<p>Concerning payments for transgressions in the park, let it be known that, if animals of the said Prior and Convent and their successors, or of their men, should stray within the said enclosure, they will pay for each plough ox one penny, for 20 sheep one penny, for 10 pigs one penny, for 20 other animals one penny, and for one stallion or mare one halfpenny. And if fewer animals shall be taken they shall be counted as per the number of individuals.</p> <p>Moreover, let it be known that all the foresters and overseers of harvest of the said Roger shall swear annually on the feast of St. Michael, at Felton in the presence of the lord's bailiff and cellarer or any other attorney of the said house of Brinkburn, that they will not maliciously or unjustly harass or impound the said Prior and Convent or their men or their animals. And the shepherds of the said Prior and Convent and their men shall similarly swear that they will look after their animals as best they can, so that they do not go into the said enclosure unless by accident.</p>
The feast of St. Michael - 29 September.	

No 23 re Evenwood	
<p>Rogerus Bertram de Mitford, salutem. Noveritis me dedisse, concessisse, et hac præsentī carta confirmasse... et pro quietā clamatiōe villæ de Glenteley... salvīs tamen dictis canonicis omnibus quæ in eadem villa habent, sicut in cartīs eorūm continetur; xxvii acras terræ in Hevenwod de wasto meo, cum omnibus pertinentiis suis, per perticam viginti pedum, incipiendo ad regale chīminum, quod ducit ad Felton usque Boulton vesus occidens, et sic inter viam quæ ducit de Framlington apud Neuton, usque ad divisas Willelmi de Vesci, descendendo versus aquilonem secundum longitudinem et latitudinem quousque septem viginti acræ plene compleantur.</p> <p>Habendum et tenendum dictis canonicis et eorūm successoribus de me et heredibus meis in liberam, puram, et perpetuam elemosinam absque omni servitio seculari, intrinseco, forinseco, secta curiæ meæ, exactione, et demanda, sine aliquo retinemento, cum libero intoitu et exitu, et cum omnibus communibus, aisiamentis ex aquiloni parte de Coket ad tantem terram pertinentibus ad sartandum, claudendum, colendum, ædificandum, et omnimodum proficuum suum pro voluntate eorūm faciendum.</p>	<p>Roger Bertram of Mitford, Greetings. Know that I have given, granted, and by this my present charter confirmed... and as quitclaim of the vill of Glantlees... reserving to the said canons all that they have in that vill; 17 acres of land in Evenwood from my waste, with all its appurtenances, according to a perch of twenty feet, beginning at the king's way which leads to Felton westwards as far as Bolton, and thus between the road that leads from Framlington to Newton as far as William de Vesci's boundary, descending northwards to take in twenty seven acres in length and breadth.</p> <p>For the said canons and their successors and their successors to have and hold of me and my heirs in free, pure and perpetual alms free of all secular services within and without the manor, suit of court, tax and claims, and nothing withheld, with free entry and exit, and with all common rights and easements pertaining to such land on the north side of the Coquet, for assarting, enclosing, cultivating, building, and all manner of activities to their benefit, as they wish.</p>

<p>Concessi insimul dictis canonicis et eorum successoribus, ut habeant de foresta mea necessaria sua sine wasto ad ædificendum et ad araturam suam, et hercia, et bigas, et plaustra, quantum rationabiliter sufficit ad tantam terram sustinendam, et hoc per visum et liberationem ballivorum meorum tempore anni quo contigerit liberis hominis meis liberationem suam capere sine aliquo impedimento.</p> <p>Do, etiam, et concedo dictis canonicis commune focalium in turbaria mea de Glantley, quantum ad prædictam terram rationabiliter potest sufficere, cum libero introitu et exito sine aliqua molestia eisdem facienda.</p>	<p>I have granted in the same manner to the said canons and their successors that they should have from my forest what they need, without any waste, for building; and for their ploughs, harrow, carts and waggons as much as they reasonably need for maintaining that much land, this under the scrutiny and by leave of my bailiffs, at the time of year in which my free men exercise their free rights without any hindrance.</p> <p>I give and grant also to the said canons as much fuel from my turbary of Glantlees as reasonably suffices for the said land, with free entry and exit without any interference to them.</p>
<p>The terms of this charter are confirmed by Henry III in the 43rd year of his reign (1258–59) - see p. 190. This confirmation also extends to the matter of charter nos. 10 and 98.</p> <p><i>turbaria</i>— A turbary is an area of peat cutting. See also no. 32. William de Vesci was baron of Alnwick.</p> <p>Note: a perch of 20 feet in length is specified for area measurement; the standard measure, surviving into modern times, was 16.5 feet.</p>	

<b>No 43. Roger Bertram re animals straying into Felton Park</b>	
<p>Rogerus Bertram, Dominus de Mitford, salutem. Noveritis me promississe, manucepisse, et præsentis scripto me obligasse, quod ante festum Sancti Michaelis, anno gratiæ M<sup>o</sup>CC<sup>o</sup> quingentesimo vi<sup>o</sup>, includi faciam parcum meum de Felton claustra defensabili. Et si averia Prioris de B. vel hominum suorum de utraque Felton, post prædictum tempus, infra dictum parcum capta fuerint propter insufficientem claustrum, sine parcago deliberabunter.</p>	<p>Roger Bertram, lord of Mitford, greetings. Know that I have promised, undertaken, and by this present document committed myself that before the feast of St. Michael in the year of grace 1256, I will have enclosed my park of Felton with a defensible fence. And if animals of the Prior of Brinkburn or his men of both Feltons should after the said time be caught in the said park on account of inadequate fencing, they will be handed back without parkage fines.</p>

## D: Hazon

<b>No 32. Taking of dead wood in Hazon</b>	
<p>Robertus de Hilton, salutem in dominum. Noveritis me... dedisse, concessisse et præsentis carta mea confirmasse... ut habeant et capiant mortuum boscum in bosco de Haysand, scilicet in parta mea, singulis annis, a die Paschæ usque diem Sancti Michaelis per singulos dies, quantum unus equus semel in die poterit cariare, per visum et liberationem forestarii mei et heredum meorum, qui pro tempore fuerint.</p>	<p>Robert of Hilton, greetings in the Lord. Know that I have given, granted and by my present charter confirmed that they may have and take dead wood in the wood of Hazon, that is in my part [of the wood], in each year from Easter day until St Michael's day, daily as much as one horse is able to carry once per day, under the eye and with leave of my foresters and heirs, as shall be at the time.</p>

Et hoc in escambium communæ habuerunt in turbaria de Carderdene de dono Germani Tysun prædecessoris mei.	And they shall have this in exchange for common rights in the turbary of Carderdene from the grant of Germanus Tyson my predecessor.
Volo etiam quod si mortuum boscum defecerit suum plenum, habeant de reliquo, et equus prædictus per idem tempus herbam pascat, cum opus fuerit.	I will also that if their full allocation of dead wood is insufficient, they may have the rest; and the said horse may graze the grass during that time, as needed.
Habendum et tenendum supradictis Priori et Conventui in liberam, puram, et perpetuam elemosinam cum libero introitu et exitu, absque omni servitio seculari, exactione, et demanda...	For the said Prior and Convent to have and hold in free, pure and perpetual alms, with free entry and exit, free of all secular services, taxes and claims...

## E: Roger III de Merlay's Charters

<b>No 118: Roger III de Merlay, land south of Coquet</b>	
Rogerus de Merlay, salutem. Noverit universitas vestra me... dedisse, et concessisse, et hac præsentī carta mei confirmasse... total terram ex australi parte de Koket sicut inclusa die qua illam terram dedi et concessisse. Hebendum et tenendum in puram et perpetuam elemosinam...	Roger de Merlay, greetings. Know you all that I have given and granted and by this my present charter confirmed... all that land on the south side of the Coquet that was enclosed on the day I made the grant. To be held in pure and perpetual alms...
Nos 118–120: this land 'on the south side of Coquet' can be identified post-dissolution as Brinkburn South Ward. Roger de Merlay was baron Merlay of Morpeth.	

<b>No 119: re pasture in the woods</b>	
Noverit universitas vestra me dedisse, et concessisse, et hac præsentī carta confirmasse... pasturam in bosco meo ex australi parte de Coket ad quadraginta vaccas cum secta earum durorum annorum, et decem sues cum secta eorum duorum annorum, omnibus diebus anni, in yeme et in æstate, in perpetuum.	Roger de Merlay, greetings. Know you all that I have given and granted and by this my present charter confirmed... pasture in my wood on the south side of the Coquet for 40 cattle and their calves of two years old, and for 10 sows and their piglets of two years old, for all days of the year, winter and summer, in perpetuity.

<b>No 120: re common of pasture</b>	
Noverit universitas vestra me... dedisse, et concessisse, at hac presentī carta confirmasse... communam pasturæ in australi parte de Coket ad decem equas cum earum sequela trium annorum, omnibus diebus anni, tam in yeme quam in æstate, in perpetuum.	Roger de Merlay, greetings. Know you all that I have given and granted and by this my present charter confirmed... common of pasture on the south side of the Coquet for 10 mares and their foals of three years old, for all days of the year, winter and summer, in perpetuity.

<p>Volo etiam et concedo pro me et heredibus meis quod quando iidem canonici voluerint equos suos capere, præmuniant ballivos sive forestarios meos, et cum necesse fuerit [ut] equos capiant, faciant, per visum forestariorum meorum et heredum meorum.</p> <p>Præterea volo et concedo pro me et heredibus meis quod boves prædictorum canonicorum quando terram illam arabunt, quam habent de dono patris mei in australi parte de Coket, pascant in eadem pastura sine molestia mei, vel heredum meorum, vel ballivorum nostrorum, quamdiu eandem terram eolent.</p>	<p>I wish and grant also, on my behalf and that of my heirs, that when the canons wish to round up their horses they shall give advance notice to my bailiffs or foresters, and when they need to round up their horses, that they shall do so under the eye of my foresters or my heirs.</p> <p>Moreover, I wish and grant, on my behalf and that of my heirs, that when the oxen of the said canons are ploughing the land on the south side of the Coquet that they have from the gift of my father, they may graze in the same pasture without interference from me or my heirs or our bailiffs, for as long as they are on the same land.</p>
The editor inserts [ut].	

No 121: re dead wood	
<p>Noverit universitas vestra me dedisse, et concessisse, at hac presenti carta confirmasse... mortuum boscum infra boscum meum ex australi parte de Coket, quantum duo equi ferre queunt, unus ad usus Canonicorum in infirmariam, et alius at utendum in aliis officinis ejusdem domus, tam in hyeme quam in æstate, in perpetuum.</p>	<p>Roger de Merlay, greetings. Know you all that I have given and granted and by this my present charter confirmed...as much dead wood within my wood on the south side of the Coquet as two horses can carry, one for the use of the Canons in the infirmary, and the other for use of other offices of the same house, both in winter and summer, in perpetuity.</p>

## 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.

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