

# The Rothbury-Merlay boundary in the twelfth and thirteenth centuries

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## SUMMARY

*Boundary descriptions written in legal agreements and charters of the 13th century involving the lords of Rothbury, the Merlay barons of Morpeth and Newminster Abbey are analysed and their courses are here mapped for the first time. It is argued from this analysis that the Merlays and the Newminster abbots under their patronage had during the 12th century encroached on to lands within Rothbury Forest. Legal proceedings in the 13th century restored the Rothbury boundaries.*

## INTRODUCTION: PROBLEMS AND METHODS

**I**N A LEGAL AGREEMENT reached in the king's court on 17 August 1208 between Robert son of Roger, lord of Rothbury and baron Roger II de Merlay of Morpeth, Roger acknowledged that Robert held the whole of Rothbury forest as pertaining to his manor of Rothbury. In return, Robert acknowledged the rights of Roger of Wingates' men and of the abbot of Newminster to graze their animals in their grange of West Ritton and for common rights of herbage in Feldberdrig. They agreed a boundary line between the manor of Rothbury and Roger's manor of Wingates.<sup>1</sup> What lies behind this agreement, why the two parties should have had recourse to the law, is not explained. But there is a hint of complexity beneath the surface in the fact that West Ritton was again at issue when on 9 August 1225 Robert's son, John of Rothbury, was in the court in Newcastle with the abbot of Newminster over grazing rights within an area whose boundaries were specified in the agreement there reached.<sup>2</sup> This is further complicated by the fact that the area agreed in 1225 was contained within a larger area for which Roger II de Merlay issued a charter in favour of Newminster Abbey, confirming charters of his ancestors.<sup>3</sup> The date of this confirmation is not known, and the ancestral charters to which Roger II referred are no longer extant, but they must have been issued at some time between 1138 when Roger II's grandfather Ranulf founded Newminster and the death in 1188 of his son Roger I, father of Roger II, that is well before the court case of 1208.<sup>4</sup>

How it came about that both the lords of Rothbury and the Merlay barons of Morpeth could presume to grant charters to or reach legal agreements with the abbot of Newminster over the same area of land needs to be explained, as do the circumstances of the 1208 agreement. The three documents cited here establish a *prima facie* case that during the twelfth century the Rothbury-Merlay boundary was unstable. There are no primary records surviving from that time to shed any light on this, and the standard county histories do not illuminate. Madeleine Hope Dodds in *Northumberland County History*, reviewing Rothbury Forest, notes without further explanation that while Rothbury was in the king's hands, parts of the forest, or rights in it, were granted to the Merlays; she cites the 1208 and 1225 agreements, though not Roger II's confirmation charter; she cites also a 1228 decree of King Henry

III and litigation of 1263 and 1266 concerning Hesleyhurst (all discussed below). But there is no boundary mapping, no attempt to reconcile points and features named in the 13th century to any identifiable today. Consequently, there is no geographical definition of the areas of land at issue.<sup>5</sup>

The questions raised here touch on some underlying matters of landholding units, in particular of reconstructing pre-Conquest estate patterns in central Northumberland. In a recent paper, O'Brien, Adams and Whaley proposed a geographical resolution of a mid-Northumberland estate created in the 8th century for the monastery of Lindisfarne and showed how fragments from its break-up came through into the feudal lordships of the post-Conquest period.<sup>6</sup> The present case concerns two land units immediately beyond the Lindisfarne holdings, and these also are cases in which medieval organisation gives insight into an earlier time. The lands of the lordship of Rothbury were in the hands of the Northumbrian earls of the late Anglo-Saxon era until forfeit to the crown following Robert Mowbray's rebellion in 1095; and this area of secular lordship was co-incident with that of the medieval ecclesiastical parish which is likely to have emerged from the domain of a minster church, whose beginnings are hinted at by the Rothbury Cross.<sup>7</sup> The historical context for Merlay interest in this eastern edge of Rothbury, within Rothbury Forest, between the rivers Coquet and Font, is not immediately evident. The lands which the Merlays held *in capite*, that is as tenants-in-chief of the king, formed a broad band from the baronial centre in Morpeth to the north bank of the River Tyne, downstream from Newcastle. With the single exception of Ulgham, north-east of Morpeth, the barony had no lands north of Morpeth. This changed in 1113 when Ranulf de Merlay married Juliana, daughter of earl Cospatric. This brought the Merlays into alliance with a family who had held the Northumbrian earldom before the Conquest. Uniquely amongst the elite English families of late Anglo-Saxon Northumberland, the Cospatrics retained status post-Conquest, as Sergeants of Beanley, and they retained their lands during the 12th century, thus providing for historians a rare insight into pre-Conquest secular holdings. Under the terms of the marriage agreement, Juliana brought as dowry an estate from the family lands comprising the townships of Horsley (now Long Horsley), Stanton, Witton (now Netherwitton), Ritton, Wingates and Learchild beyond the moors. Learchild apart, which lies north of the River Aln, these townships form a consolidated block of land between Coquet and Font, with their western boundary bordering the Rothbury lands.<sup>8</sup>

This study proposes geographical definitions. It begins with a review of the boundaries specified in relevant charters and legal agreements, with the aim of reconciling points, places, and other features named in these documents of the 13th century to the landscape of the present day, and mapping the lines.<sup>9</sup> This evidence then allows for insight into circumstances before 1208, that is before any surviving boundary descriptions. From this and from an appraisal of historical contexts, hypotheses are developed to the effect that during the twelfth century the Merlay barons and the abbots of Newminster had been encroaching into Rothbury lands, and that the 1208 legal agreement was the outcome of efforts by Robert son of Roger to restore the integrity of his estate. Another outcome of the study is that it throws light on the geographical extent of the vill of Ritton within the dowry lands of Juliana.

The units of land referred to in the medieval accounts are manors and vills (Latin *villae*). The manor is an economic and administrative unit, the vill a geographically defined unit of territory suitable for mapping. In Northumberland, to a great extent if not in absolute detail, the *villae* of medieval record can be recognised in the townships of the post-medieval era. This

means that the mapping of townships on the First Series Ordnance Survey maps at the scale of 6 inches : 1 mile (here abbreviated as OS 1st edition), *circa* 1860 in this county, can be used as a basis for geographical analysis and for interpretation of boundary lines in the documents under review.<sup>10</sup>

## CHARTER-BOUNDARY ANALYSES

### 1: 1208 LEGAL AGREEMENT (fig. 1)<sup>11</sup>

Robert son of Roger of Rothbury and Roger II de Merlay. PC no. 755.

#### *Summary of contents*

Roger acknowledges that the whole of the Forest of Rothbury is by right Robert's. Robert grants to the men of Roger of WYNDEGATES and to the abbot of NOVO MONASTERIO grazing rights for their animals in WESTRINGTON and common of herbage in Robert's wood of FELDBERDRIG.

ROUTYBYRY (and below spelled ROUBIRY) refers to the area of the Rothbury lordship overall. WYNDEGATES is the *villa* (vill or township) of Wingates, where Roger was presumably a tenant of the Merlays; WESTRINGTON, or West Ritton, is the township known in modern times as Ritton White House; FELDBERDRIG is unidentified.

*The boundary between Rothbury and Wingates is defined thus:*

*a capite de MAGGHILD usque in KOKET, et ab eadem capite de MAGHILD usque ad ALDERECASTELL, et de ALREDCASTELL usque ad FUNT, et de FOUNT usque ad HESELDEN.*

From the head of Maglin to the Coquet, and from the same Maglin to *Alderecastell*, and from *Alredcastell* to the Font and from the Font to *Heselden*.

#### *Two points of clarification:*

- i) The boundary extends further south than the southern limit of the township of Wingates, extending on the river Font.
- ii) Unusually, this boundary description is not in the form of a progress from one end to other: Maglin Head (the *caput* of Magghild) is used twice as a point of reference. This serves as a vantage point from which the description looks first towards the north and then towards the south.

#### *Analysis*

*Mag(g)hild* is the Maglin Burn, a south-bank tributary of the river Coquet, flowing in an almost-straight line south-west to north-east for 5 km to the confluence at NZ 1124 9874, the northern end of the boundary. The head of the burn might refer to one of two places:

- i) The source of the burn, the point at which its water emerges out of the ground. This is a somewhat indeterminate point in a shallow basin of boggy ground at around NZ 072 949, some 600–700 metres north-east of the road junction at Coldrife.

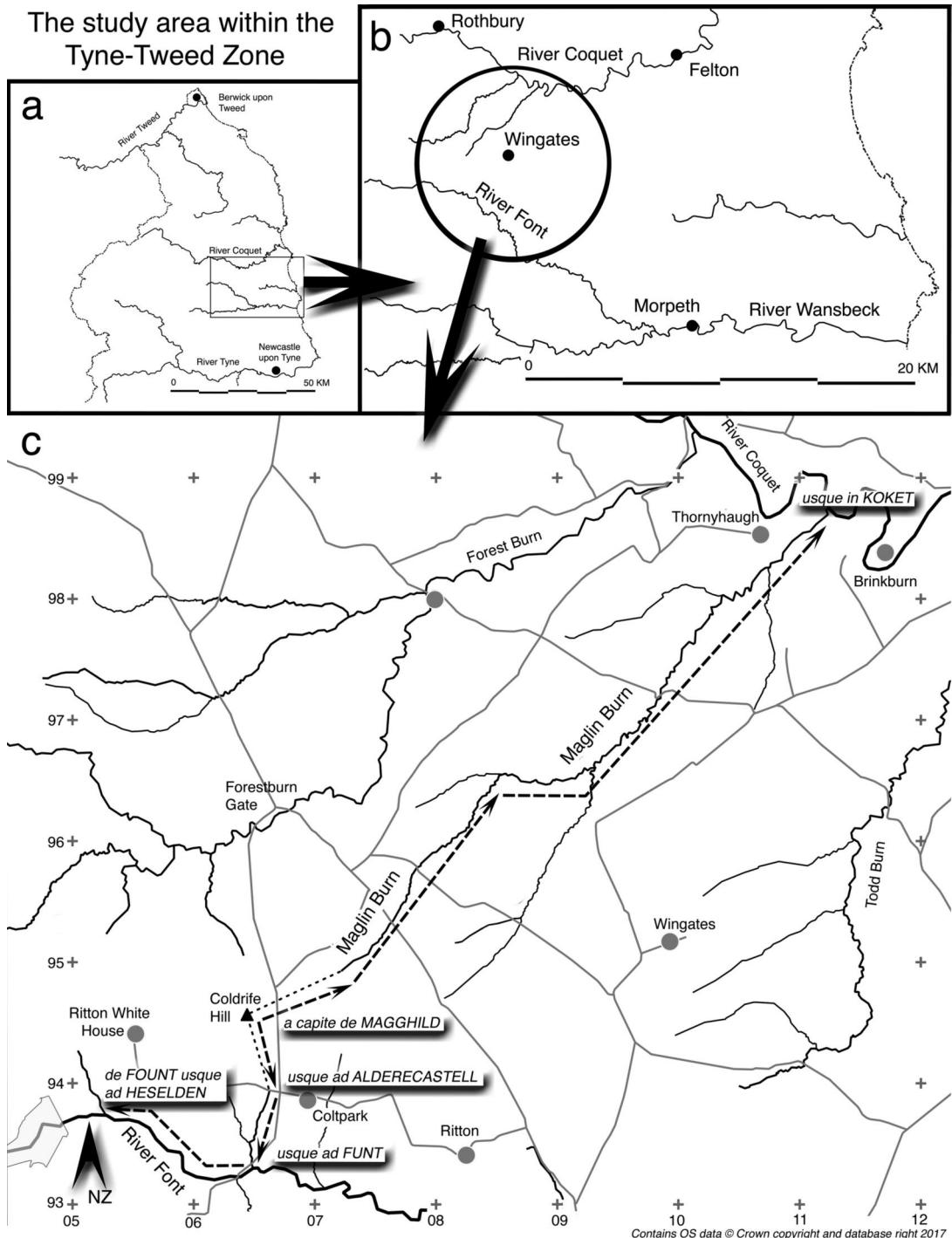


Fig. 1 The study area (a and b) and the boundary line of the 1208 Rothbury-Merlay agreement (c).

ii) Or, the summit of Coldrife Hill at NZ 0643 9456. This is the point from which the valley of the Maglin descends, and a point from which the ground falls off in all directions; it is the most prominent feature of the landscape for some distance around and a suitable marker point from which to look first one way and then the other. *Caput* seems a more appropriate word for the hilltop than for the source of the burn, for which *fons* might be expected.

From the *caput*, the direction of view turns south to the river Font via *Alderecastell/Alredcastell*. There is a more-or-less straight line from the hilltop for 1.3 km to the Font, picking up the source of a small burn half-way along and the following the burn to its confluence with the Font at NZ 0649 9329. Un-named on modern maps, this burn is interpreted as the *Wyteden* of the 1225 agreement (no. 2, below). *Alderecastell/Alredcastell* has not survived as a place-name and its identity is problematic. The name might mean 'a defensive building associated with Aldred',<sup>12</sup> but there is no such structure known hereabouts. If the suggested line from the top of Coldrife Hill is correct, then the *castell* would be somewhere on the south side of the hill, above the burn. An alternative explanation would be to suggest that *castell* refers to the summit of Coldrife Hill itself, in which case the *caput* of the Maglin would be the source of the burn, its *fons*. In either case, the boundary line would be the same. There is good topographical rationale in this line, as being the neatest way of bringing the boundary across the watershed between the Coquet catchment and that of the Font.

It is not obvious why the boundary description needed to be continued beyond the point at which it reached the Font: this river formed the southern boundary of both the Rothbury and the Merlay lands and so cannot have been at issue between them. Modern place-names offer no clue for *Heselden*. One version of the 1225 boundary agreement also names *Heselden*, and this places it upstream (west) of the point at which the 1208 boundary reached the Font. A point somewhere around NZ 0527 9373 is possible, where a small burn joins the Font. Un-named on modern maps, it is recorded as *Blakedon* at the end of the 16th century,<sup>13</sup> and forms part of the west boundary of West Ritton township.

The 1208 boundary line, as here interpreted, has survived with little alteration into modern times, defining the west edges on the townships of Brinkburn South Side, Wingates and Ritton Coltpark on the Merlay side, with Hesleyhurst, Hollinghill and Ritton White House on the Rothbury side.<sup>14</sup> It is consistent with the evidence that Wingates was part of Juliana's dowry and it splits the two Rittons, thus raising the question: what was the extent of the Ritton of 1113? This agreement accepts that Newminster Abbey has a grange in West Ritton, within the Rothbury land, though with no explanation of how or when this came about. With this in place, the legal agreement of 1225, which Robert of Rothbury's son John drew up with the abbot of Newminster, follows on by specifying the boundaries of the grange.

## 2: 1225 LEGAL AGREEMENT (fig. 2)

John son of Robert, lord of Rothbury, and the abbot of Newminster. NC pp. 10–11; PC no. 757.<sup>15</sup>

### Summary of contents

The agreement concerns pasture in WEST RITTON [WESTRINGTON]. John son of Robert grants to God and the abbot and monks of Newminster pasture within defined boundaries. They have grazing rights for animals of their West Ritton grange and for their stud. They are also granted a turbary (rights to cut peat) near ALDRECHCASTEL [ALDUCHASTELL]. John and his heirs shall have pasture rights within the said boundaries for their animals of the manor of ROTHBIRY [ROUBIRY], but not for anyone else's animals.

*The boundary is defined thus:*

*a loco ubi WYTEDEN descendit in FUNT;*

*et sic ascendendo per FUNT usque ad regiam viam  
quaे venit de HELLISDENE [HESELDEN] et  
extendit versus north;*

*et per eandem viam, usque ad HELTANT[R]E  
descendendo usque in YLEIBURNE [YLEYBERN];*

*et per [de] YLEYBURNE [YLEYBERN] usque ad  
viam quaे se extendit versus austrum ad  
THROCSTANES [de CROKESTANS]*

*{et per eandem viam usque ad THROCSTANES}  
per antiquam viam usque ad MAGGILD  
[MAGHILD];*

*et per MAGGILD [MAGHILD] usque ad  
MAGGILHEUED [MAGHILDLEUID];*

*Concessit et eisdem petariam propinquiorem juxta  
ALDRECHCASTEL [ALDUCHASTELL] ...*

from the place where White Dene flows into the Font,

and going upriver along the Font as far as the king's road that comes from *Hellisdene* [*Heselden*] and extends towards the north,

and by the same road as far as *Heltant[r]e*, and descending to *Ylei Burn*,

and along *Yley Burn* as far as the road that extends towards the south to *Throcastanes* [*Crokestanes*],

{and along that road as far as *Throcastanes* along the old road to Maglin,

and along Maglin as far as Maglin Head.

He also grants them a turbary near Aldrechcastel.

### Analysis

This is a clockwise circuit from the south-east corner of the area.

As in the 1208 agreement, *Wyteden*, White Dene, is the small burn flowing south into the Font at NZ 0649 9329, the modern boundary between the two Rittons. The direction is upstream along the Font 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 (B6342) but there is a routeway on the OS 1st edition linking the farmsteads of Bullbush [NZ 0482 9422] and Blueburn [NZ 0487 9532] and extending north in the direction of Rothbury, formerly called *Clatterandway*.<sup>16</sup> There are 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.)

This road has come from *Hellisdene* [*Heselden*]. The text of the charter might be read to mean that this is beyond the line of the boundary: the road has come from there. But, on the other hand, the 1208 boundary line finishes at *Heselden*, a point upstream along the Font at its confluence with the small north-bank tributary *Blakedon* NZ 0527 9373, and which forms the modern west boundary of Ritton White House. From here the road goes north.

The road goes to *Heltant[r]e*, which can be interpreted as the modern Blueburn farmstead.

From here the road descends to *Yleiburn*. This name has not survived, but from the boundary description of the 1268 grant of pasture on Hesleyhurst (no. 4 below), this can be identified as the present-day Forest Burn. The point at which the road reaches the burn is some 2 km west 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 mapping here uses the one now called Spylaw Burn [NZ 0498 9578], but it could be the next one north, labelled on present maps as Forest Burn.

Downstream along *Yleiburn*/Forest Burn as far as a road running south to *Throcastanes* [*Crokestans*]. This has to be one of the roads crossing Forest Burn. Candidates are the minor road crossing the burn at The Lee [NZ 0791 9805], which goes over the ridge of ground between Forest Burn and Maglin Burn by Foxstone Hill; there is linguistic support for Foxstone being derived from *Throcastanes*/*Crokestans*. However, analysis of the 1268 Hesleyhurst agreement makes a better case for the road to *Throcastanes* being Ritton Bank, as it heads southeast from the crossing at Forestburn Gate [NZ 0678 9625].<sup>17</sup>

The route is along the road as far as *Throcastanes* (from NC; omitted in PC) and then on to *Maggild*, already identified from the 1208 boundary as the Maglin Burn; that is, it crosses over

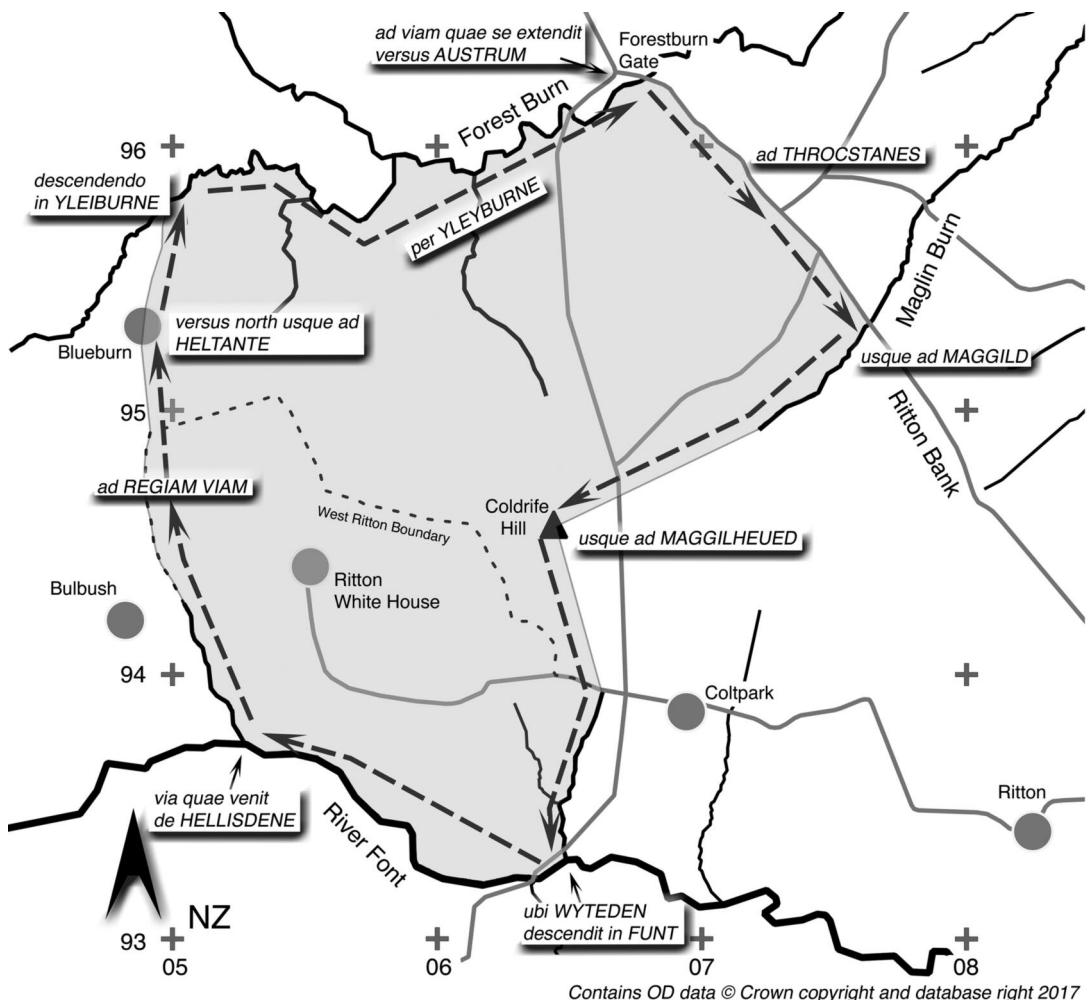


Fig. 2 The boundary circuit and area of the 1225 agreement between John son of Robert of Rothbury and Newminster Abbey.

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 was a single standing stone, possibly a prehistoric boundary marker.<sup>18</sup>

The road, which at first mention is simply a *via*, has become an ancient road (*antiqua via*). 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 itself the ancient road, with the boundary following this between the two burns? A possible interpretation is that at the *Throcstanes* ridge 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 400 m downstream of the Ritton Bank crossing. The case for considering this (apart from making a distinction between the *via* and the *antiqua via*) is that east of Maglin Burn it is an old boundary line, in part the township boundary between Wingates and Ritton Col-

parks, and, even to the present day, an estate boundary. While this is 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.

The boundary line runs upstream (heading south-west) along Maglin Burn and on to *Maggilheued*, Maglin Head, identified in 1208 as the *caput of Magghild*. This stretch of the boundary line is the same as the 1208 line (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 White dene flows into the Font, the boundary is the same north-south line as for the 1208 agreement.

Not part of this boundary circuit — but *Alderecastell/Alredcastell* 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 west side of the 1208 line.

The area of land defined by the boundary circuit interpreted in this way takes in the township of Ritton White House, as mapped on OS 1st edition, with its east, south and west limits defined by the Font and two tributary burns, and with land extending north as far as a headwater tributary of Forest Burn within the township of Hollinghill, land that in mid-19th century 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 II de Merlay is in no way concerned with this.

It might be asked: 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 seems to be that in the twelfth century, the Merlays had claim on that land and that the grange was established under their authority and patronage, with the 1208 boundary agreement rendering uncertain Newminster's title to this land. The evidence on this point is in the confirmation charter to Newminster of Roger II de Merlay.

### 3: 1194 x 1208 CONFIRMATION CHARTER (fig. 3)

Roger II de Merlay to Newminster. NC p.8; PC no. 803.<sup>19</sup>

The date of the charter is not known. Roger II came of age in 1194 and the logic of the position means that he must have issued this before his 1208 agreement with Robert son of Roger. As already noted, it confirms grants made by his grandfather or father at some time between 1138 and 1188.

#### *Summary of contents*

Roger confirms to God and the monks of Newminster all the liberties, easements and common rights within his fee, as per the charters of his ancestors. So that there should be no chance of dispute in future, he confirms the uncertain boundaries.

*The boundary is defined 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;

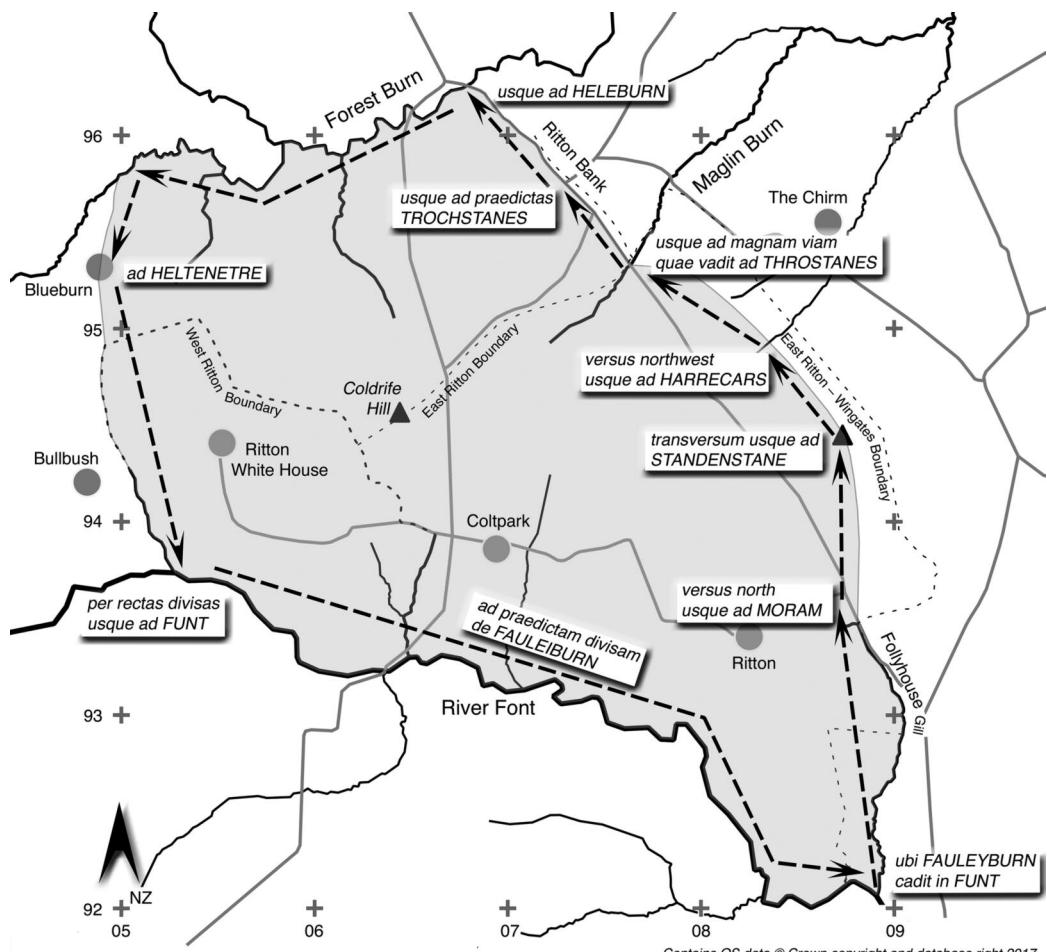


Fig. 3 The boundary circuit and area of Roger II de Merlay's confirmation charter of 1194 x 1208 to Newminster Abbey.

*et inde in transversum usque ad STANDENSTANE [STANDANSTANE];*  
*et inde versus northwest usque ad HARRECARS [HAREKARRES];*  
*et inde usque ad magnam viam quae vadit ad THROSTANES [THROCHSTANES];*  
*[et] per ipsam viam usque ad praedictas TROCHSTANES [THROCSTANES];*  
*et inde usque ad HELEBURN [HELIBURN] ad HELTENETRE;*  
*et inde per rectas divisas foedi mei usque in FUNT ad praedictam divisam de FAULEIBURN [FAWELEYBURN].*

and from there across as far as the Standing Stone;  
 and from there north-west as far as *Harrecars*;  
 and thence right to the great road that goes to *Throstanes*;  
 and along that road to the aforementioned *Trochstanes*;  
 and from there as far as *Heleburn* and to *Heltenetre*,  
 and from there by the straight boundary of my fee as far as the *Font*, to the aforementioned boundary of *Fauleiburn*.

### Analysis

This is an anti-clockwise circuit from the south-east corner.

Which of the two Rittons is meant can be deduced from the first boundary point: *Fauleyburn* can be equated with the modern Follyhouse Gill, a south-flowing tributary of the Font, with a confluence at NZ 0890 9206. The present-day boundary between the small modern township of Nunnykirk on the west side and Netherwitton on the east 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.

North from the top end of Follyhouse Gill, the ground rises quickly to a peak of 226 m OD at NZ 0872 9445. This is the area of the moor, a ridge of ground above the 200-metre contour, stretching east to west. The boundary line crosses the moor to a standing stone. The direction is not given, but continuation northwards takes the line from the top of Follyhouse Gill directly to the 226-metre high point, a likely location for a standing stone serving as a boundary marker. This might have been a prehistoric monument and boundary marker, still visible at the time of this charter. If so, it no longer survives; the position is now marked by an Ordnance Survey triangulation pillar.

From the standing stone, northwest to *Harrecars*. This name has not survived, but the *-carr* element suggests wet wooded or shrubby ground. The direction of travel is down-slope from the summit point to something of a basin around the head waters of a burn called the Chirm, around NZ 082 948, which flows north-north-east to a confluence with Maglin Burn.

The boundary now picks up points and alignments already identified above in other charters. The road to *Throstanes/Trochstanes* is the *Trokestanevaie* of the 1268 Hesleyhurst boundary (see no. 4 below), the road that in the 1225 boundary description goes to *Throestanes*. From these two charters, this road is identified 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?) The boundary line of this charter, thus far interpreted, follows a similar north to north-west curve to that of the modern East Ritton-Netherwitton boundary, slightly west of the modern line; it seems that fine adjustments were made when the once-open moorland became enclosed.<sup>20</sup>

Still following the same line as the 1225 and 1268 boundaries, this boundary runs down-slope to *Heleburn*. This is the *Yleiburne* of 1225, identified from the 1268 boundary 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], 500 m south of the burn along the *regia via* of 1225.

The line continues south along the *regia via* until it picks up the top end of the small burn *Blakedon* that flows into the Font at NZ 0527 9373; 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.

Finally, the line runs along the Font, downstream to complete the circuit at the Font-Follyhouse Gill confluence.

The land within this circuit takes in both East Ritton and the land agreed between John son of Robert and the abbot of Newminster in 1225, that is West Ritton and its extension northwards into Hollinghill; this is an intrusion into Rothbury Forest. This is clear evidence of a Merlay claim on land to the west of the 1208 boundary settlement and for Newminster Abbey's status here to have rested on Merlay patronage. This is likely to be the basis for the statement in the abbey's record of benefactors that Ranulf de Merlay, the first founder, and his wife Juliana granted them Two Rittons.<sup>21</sup>

Newminster Abbey had, in addition to West Ritton, a second area of grazing rights west of Maglin Burn, in Hesleyhurst. There is no primary charter evidence extant to show when, in what circumstances and by whose grant this was given. The earliest known grant is one by Robert son of Roger, lord of Rothbury, in 1268.<sup>22</sup>

## 4: 1268 GRANT OF PASTURE (FIG. 4)

Grant to Newminster on Hesleyhurst by Robert, son of Roger. NC. p. 11.

*Summary of contents*

Robert son of Roger grants and confirms to the abbot and convent of Newminster common of pasture in Hesleyhurst in all matters and for all their animals, except for goats, belonging to their lands of East and West Ritton, everywhere and all year round. He also confirms the 1225 agreement made between his grandfather, John son of Robert, and the abbot of Newminster. The abbot and his successors are not to pursue any claim to common rights or any other claim within Rothbury Forest beyond the boundaries of this charter.

*The boundary is defined thus:*

*sicut TROKESTANEWAIE se extendit inter  
YLEIBURNE et MAGGILD,*

*et ab eadem via sicut YLEIBURNE et MAGGILD  
descendunt in COKET.*

as *Trokestanewaie* runs between *Yleiburn* and *Maglin*,

and by the same road as *Yleiburn* and *Maglin* flow into *Coquet*.

Note: In legal proceedings of 1263 (discussed below), the abbot referred to these boundaries, adding two pieces of information not made explicit in this charter of 1268. First that the land in question totals about 1000 acres; second that it excluded the ploughlands of *Thornyhalu*. This is the present-day Thornyhaugh, on the south side of the Coquet. The analysis which follows takes account of both of these points.

*Analysis*

*Maggild* has occurred already in the 1208 and the 1225 documents and is 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. From this document, we know that *Yleiburne* is also a Coquet tributary and this points to the present-day Forest Burn, running parallel to *Maglin* Burn, on the north-west side of the Hesleyhurst ridge. This is the evidence used in interpreting John son of Roger's 1225 boundary circuit and that of Roger II de Merlay above.

The 1225 boundary circuit referenced *Throctanes* [*Crokestans*], defining it as a road, and here it is as *Trokestanewaie*. 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:

The pasture in question was said to be about 1000 acres in extent and that it excludes the ploughlands of Thornyhaugh. Broad-rigg plough marks still visible in the fields around Thornyhaugh allow some estimate of the land excluded from this grant. Allowing for this exclusion, the area between the two burns northeast of the minor road crossing at The Lee is 476 statute acres. The area southwest 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 perch of the modern statute acre is 16.5 feet, but other measures have been in use in the past, among them 18, 20 and 21 feet, for defining a customary acre. In a Brinkburn Priory charter, Roger Bertram specified a perch of 20 feet length for calculating a particular area of land. If we take this measure, then to convert from a customary acre to the modern statute, a multiplier of 1.21 should be applied. On this calculation, 1000 customary acres would become 1210 statute acres.<sup>23</sup> Allowing for approximations, the 1263 statement of about 1000 acres better suits the whole area of 1246 statute acres southwest to Ritton Bank than it does

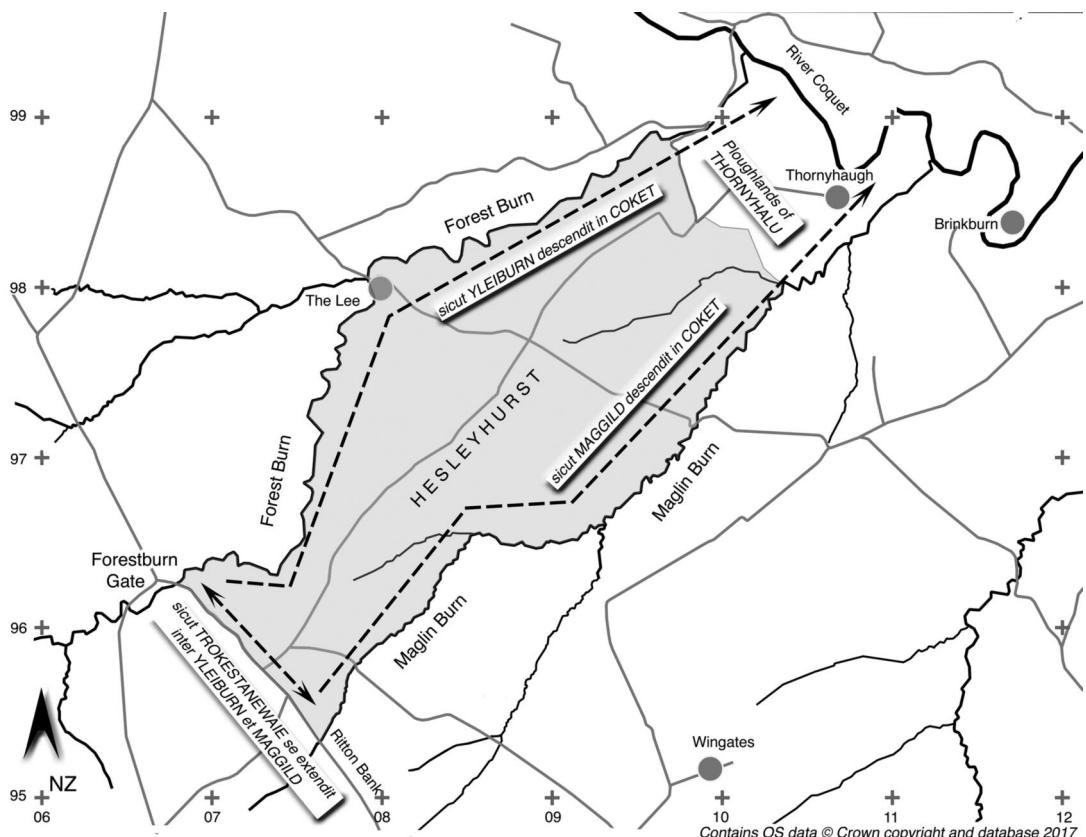


Fig. 4 The boundary circuit and area of Robert son of Roger of Rothbury's 1268 charter to Newminster Abbey.

the smaller area of 476 acres north of the minor road. This is the argument applied in identifying *Throcastanes* in two boundary circuits above.

This charter of 1268 is the formal resolution of a matter first raised five years earlier, in 1263, when the abbot initiated legal proceedings against Robert, William de Valance, Gilbert le Serjaunt, and others.<sup>24</sup> The abbot's case was that those accused had dispossessed him of about 1000 acres of common pasture on Hesleyhurst pertaining to his properties in East and West Ritton; he defined its boundaries as later given in the 1268 charter. The defendants' counterclaim was that the abbot had never had use of this land. The jurors' testimony went against the defendants, saying that the abbot had been in full possession of this land for a long time before being wrongfully dispossessed; Robert and William, however, had not been party to the dispossession. Those convicted appealed in 1266, citing in evidence the agreement of 1225 in support of their contention that the abbot had never been dispossessed from this land. Responding, the abbot acknowledged the 1225 agreement but said that this was not the land

now in dispute: his claim referred to the Hesleyhurst grazing lands, a separate entity from West Ritton which had been at issue in 1225. The appeal was lost, and thus the abbot's rights were confirmed. A sheriff's enquiry of 1268–9 elucidates the context for this dispute. At the time when the abbot brought his case to court, Robert son of Roger was still a minor, in the king's wardship, and William de Vallance his guardian. It seems, therefore, that Gilbert and his associates had tried to take advantage of Robert's minority to make an illegal incursion into Hesleyhurst. This explains why Robert and William were not found guilty in the 1263 hearing. Once he had come of age, Robert then put matters in order by issuing his charter of 1268, and by taking the opportunity in this document to confirm his grandfather's 1225 agreement, he confirmed the distinction that the abbot had made in court in 1266 between the two areas of land.<sup>25</sup>

This still leaves open the question of when and how Newminster first gained grazing rights on Hesleyhurst. A decree made by King Henry III in 1228 provides a way into the problem.<sup>26</sup> The king noted that:

*when the manor of Rothbury was in the hands of King John, a certain part of the west side of Maglin Burn was in the fee of Roger de Merlay and in the king's forest.*

He then announced that that it should be taken into his own hands; that it should then no longer come within forest dispensation, but that 'John son of Robert should hold it in the manor of Rothbury'. King Henry's reasoning on this point is that John's father Robert:

*held of King John, our father, as we infer, through 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.*

This refers to the boundary agreement of 1208, and King Henry's statement establishes beyond doubt that this had indeed effected a boundary change, with Merlay having previously held land west of Maglin Burn. That the land had been 'in the fee of' (*de foedo*) Roger II de Merlay shows that he had held it legitimately, though there is other supporting evidence known for this, nor on the question of when this land came into Merlay holdings. The abbot's lawsuit of 1263 is the earliest evidence for Newminster grazing rights here. It is likely that that the abbey had gained these rights before 1208, while Hesleyhurst was still within the Merlay holdings, for in the litigation of 1263 and 1266, the abbot cited no charters of the Rothbury lords in favour of Newminster, and nor did Robert in his 1268 charter made any such reference while confirming the 1225 agreement.

This now allows for a reconstruction of the area of land that the Merlays occupied within the forest of Rothbury, as compared with the 1208 boundary line (fig. 5). The whole of the Hesleyhurst ridge, west of Maglin Burn as far as Forest Burn, was in Merlay hands. The west boundary continued along the headwaters of the Forest Burn as far as the crossing point of the road which leads south to *Heltante/Heltenetre* and on to the small burn defining the west boundary of West Ritton, to its confluence with the Font; this is as in the 1225 agreement and in Roger II's confirmation charter. As a ridge of high ground, Hesleyhurst is a prominent and strongly defined feature of the local topography, stretching south-west to north-east, bounded on its long sides by the denes cut by Forest Burn and Maglin Burn. At the north-east end, the ridge drops down into the valley of the river Coquet; south-west, from the high point at Coldrife Hill, the strip of land crosses the watershed of the Coquet catchment, on down to the River Font.

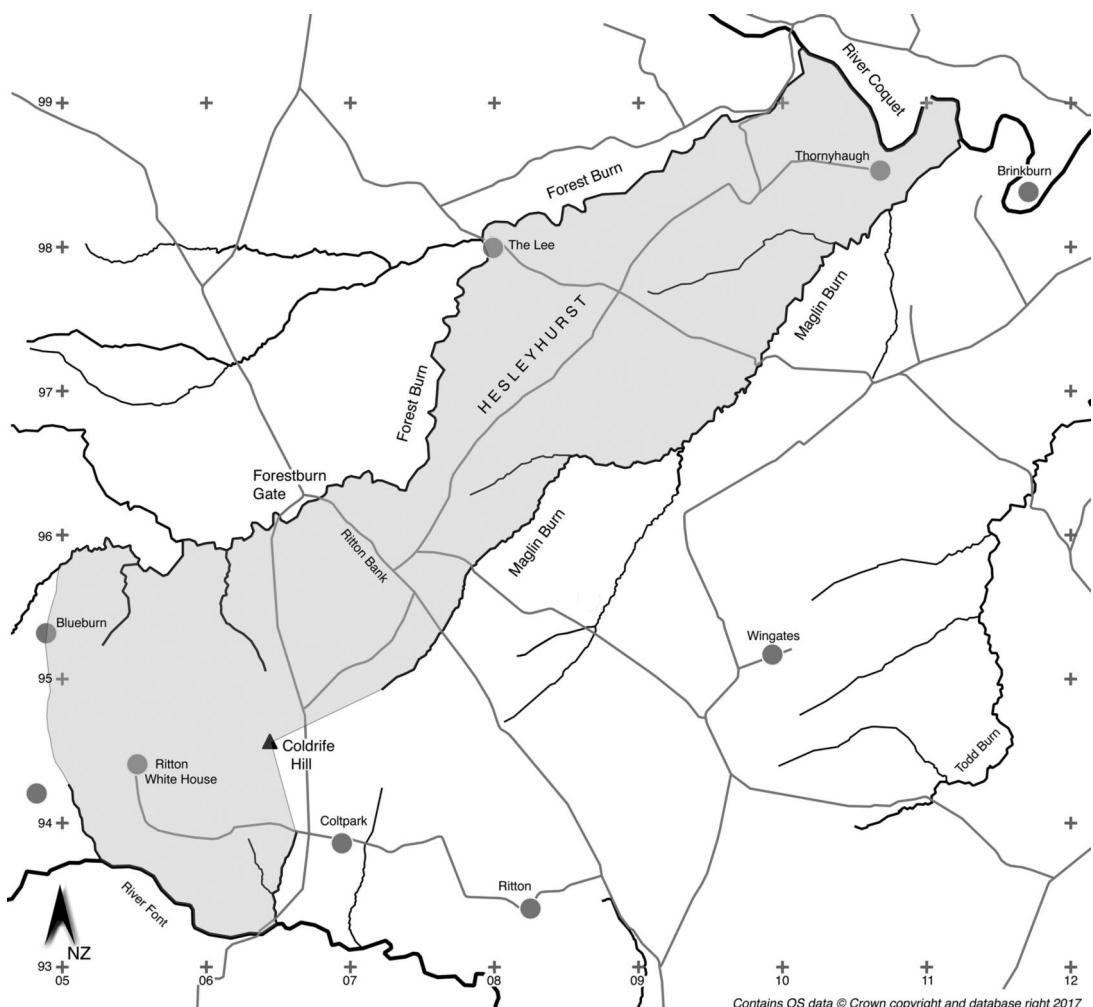


Fig. 5 The area within Rothbury forest occupied by the Merlays and Newminster Abbey before the 1208 boundary agreement.

#### REVIEW OF THE EVIDENCE

With the boundary lines and circuits of these documents now defined and mapped, two conclusions emerge.

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

Points of evidence are:

- i) The 1208 boundary agreement between Robert son of Roger and Roger II de Merlay.
- ii) John son of Robert's 1225 grant of West Ritton to Newminster.

iii) King Henry III's 1228 decree granting lands west of Maglin Burn to John son of Robert, in which he referenced the 1208 agreement.

iv) Robert son of Roger's (the second Robert son of Roger) 1268 grant of Hesleyhurst pasture to Newminster, in which he referenced the 1225 agreement.

The line established in 1208 was the boundary between Rothbury and Merlay lands throughout the 13th century, and it has proved to be an enduring line, still defining the lordship of Rothbury and township boundaries at the time of the OS 1st edition mapping.

2: Before 1208, the Merlay barons claimed land west of Maglin Burn and the 1208 line, within the lordship of Rothbury. This included West Ritton and Hesleyhurst in both of which Newminster Abbey had interests.

Points of evidence are:

i) 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 at issue.

ii) Roger II de Merlay's grant of to Newminster, confirming charters of his ancestors, includes West Ritton. This is a specific claim to lordship of that land, supported by the Newminster statement of Founders and Benefactors that the founding grant included Two Rittons.

iii) 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 Roger de Merlay'.

There is a historical context to explain these circumstances, and to explain in particular the 1208 boundary agreement. During the 12th century, the king held the territory of Rothbury, including Rothbury Forest, managed, no doubt, through an agent. In 1205, King John changed the arrangements when he created the lordship of Rothbury for Robert son of Roger.<sup>27</sup> He was a local man, already holding the barony of Warkworth. This brought immediate, hands-on management and local knowledge 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 the forest here. This meant challenging Merlay's position west of Maglin Burn; it could be that Roger II's confirmation charter was Robert's immediate stimulus to act. The case came to the king's court and the 1208 agreement was its outcome.

But there is no information on when the Merlays began to encroach on to Rothbury territory. It is hardly conceivable that this pre-dated Ranulf's marriage to Juliana in 1113, for until her dowry land came into his holdings he had no interests in this part of Northumberland, so close to Rothbury. Only with the dowry did the Merlays acquire a boundary along the Maglin Burn with Rothbury as their neighbour; until then they had neither incentive nor opportunity to encroach west of the burn. The wording of Henry III's decree of 1228 is that the Merlay holding was legitimate, but on what authority this legitimacy rested is unknown. 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 for his father between 1139 and 1152. If so, such legitimacy might well have been questioned later, after the English kingship stabilised with the succession of Henry II in 1154, especially since this territorial gain 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 should have taken steps to confirm the position regarding the Forest. The abbot and monks of Newminster benefitted from the Merlay acquisitions.

#### THE TWO RITTONS

The legal agreement of 1208 is the first known case in which West Ritton was identified as a land unit in its own right, by implication distinct from East Ritton. Juliana's marriage agreement of 1113 lists Ritton as one of the townships of the dowry, with no geographical qualifier stated, and no other document listing the Cospatric holdings distinguishes East and West. The 1138 Newminster foundation charter of Ranulf de Merlay grants 'Ritton and whatever pertains to it' to the monks, again with no qualifier, and likewise its confirmations by Roger I and Roger III.<sup>28</sup> It is therefore not clear whether the Ritton of the Cospatric holdings and Juliana's dowry was the whole of what came to be recognised as two townships, or just the eastern part.<sup>29</sup> The 1208 boundary line, dividing the two Rittons, is strong evidence that West Ritton properly belonged to the Rothbury Lordship and had not been a part of the Cospatric estate in 1113. In which case, the Newminster grange of West Ritton should be seen in the context of the territorial encroachment of the 12th century. The Ritton of both the 1113 dowry and the 1138 monastic foundation was East Ritton alone, Juliana's Ritton.

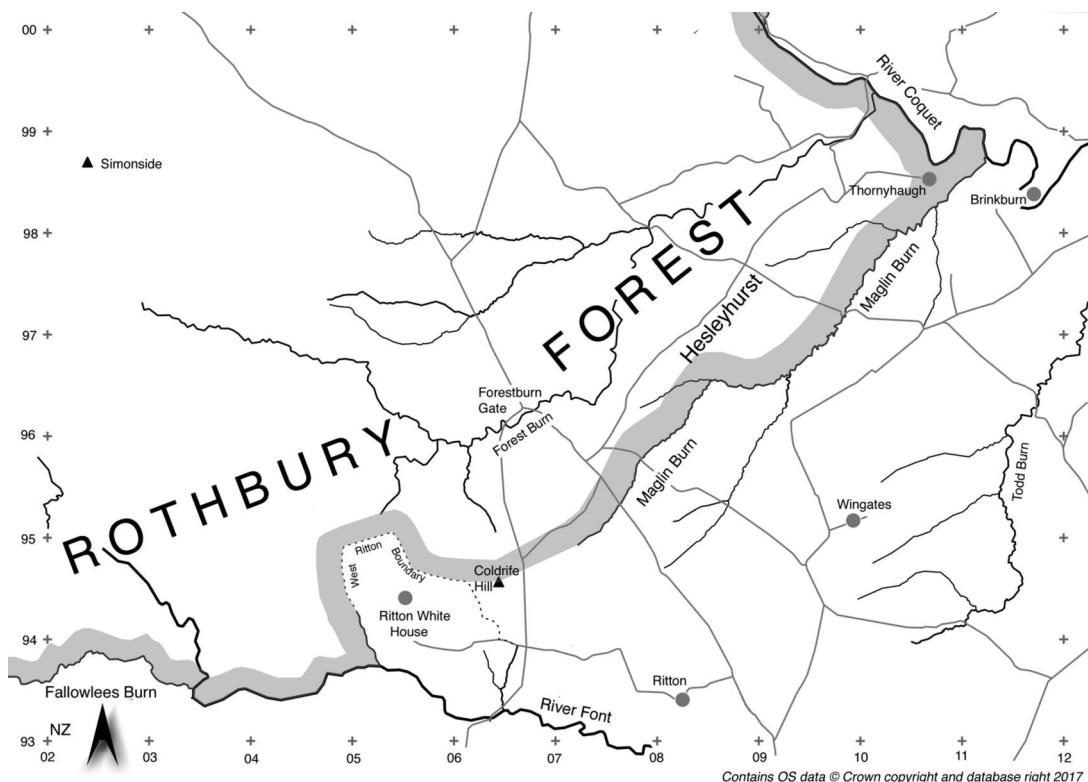


Fig. 6 The boundary of the south-east part of Rothbury Forest showing the West Ritton assart.

The boundary of Rothbury Forest (fig. 6) affords an insight into the beginnings of the Newminster grange farm of West Ritton. The south-east forest boundary is a topographically coherent entity, defined with reference to prominent features of the landscape. Working clockwise, it follows the Coquet as far as Maglin Burn on the south side. It then proceeds south-west all the way along Maglin Burn to its source at Maglin Head, where it has to cross the watershed down to the River Font, at the confluence with the small burn (*Blakedon* of the 1225 boundary) marking the west boundary of West Ritton. It then continues west along the River Font until picking up its south-bank tributary Fallowlees Burn, where it continues onwards. Watercourses define this line throughout, except where it has to cross the Coquet-Font watershed, and the line forms a smooth curve, except where it descends from the watershed. Here there is a small bite made into the line of the curve; the edges of this bite are the edges of West Ritton township. This 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 this bite is an assart cut into the edge of the forest. Roger II de Merlay had written in his confirmation charter that the boundaries of the Abbey's lands were uncertain and that he was defining them so that there should never be any dispute between him or his descendants and the monks. One wonders therefore if the monks of Newminster, taking advantage of the same circumstances that prompted the Merlays to encroach on to Hesleyhurst, had themselves carried out a small land grab from their farm in East Ritton without reference to their patrons. Whatever the case, this line of reasoning suggests that the land which became the grange and township of West Ritton had had no independent identity until an assart was cut into the forest edge; the area had been simply a small part of Hollinghill. Only when the monks' presence here had to be acknowledged in the 1208 Rothbury-Merlay agreement did it become necessary to introduce the name West Ritton to distinguish this from the original Ritton, thence to be called East Ritton, that is the Ritton of Juliana's dowry land and the Newminster foundation grant.

## CONCLUSIONS

The charters and legal agreements of the 13th century reviewed here define boundary lines and circuits. In some cases, the names given to points along the boundaries have not survived into modern times and so their locations are not immediately obvious and, perhaps for this reason, students of history have not attempted to map these boundaries. But some names have survived or may be recognised from modern forms; sometimes a location or the identity of a feature can be determined from internal evidence within a charter; sometimes appraisal of topography allows for a point to be identified with reasonable probability; sometimes cross-reference from one document will provide a solution to a problem in another. By such means, five boundaries are here mapped for the first time, and also part of the Rothbury Forest boundary. Two points are striking. First, that time and again a length of boundary line has topographic rationale: it follows a burn; it runs to or from a confluence; it makes for a high point. Those who parcelled up the land did so with an appreciation of the landscape before them. Second, that to a great extent the mapping resolutions reached here are consistent, or at least approximately so, with the township boundaries delineated on the first Ordnance Survey maps of the mid-19th century: boundaries once established tend to endure. At a couple of points, there are even hints that the 13th-century lines reference to marker stones that might have been prehistoric boundary markers.

Once mapped, the boundaries reveal the political geographies of claims to rights on the land; this is the meat and drink of the grants by charter and the agreements negotiated in courts. The boundaries revealed in these studies refer directly to the 13th century, but more than this, they hold within them evidence of manoeuvrings further back in time, into the 12th century, and into circumstances for which no contemporary boundary evidence survives to us. This study has revealed that Merlay barons of the 12th century engaged in territorial acquisition at the expense of the Forest of Rothbury. It argues that the incentive for this came when Juliana's dowry gave Ranulf a boundary alongside the forest. Opportunity arose, perhaps, during the breakdown of governance in England after the death of Henry I and, more generally, in the fact that before 1205 the forest did not have a lordship anchored in the locality. With a local lordship established in Rothbury, the Merlay acquisitions were challenged and in 1208 Roger II had to accept a legal agreement that pushed him back to his 1113 boundary. The abbots of the Merlay-endowed monastery of Newminster, whether by clinging to the coat tails of their patrons, or through freelance ventures of their own, had also benefitted from the acquisitive tendencies. But such was the strength of the public piety of the age towards monasteries in western Christendom that the abbots of Newminster were able in 1208 and 1268 to hold on and to maintain their acquisitions in West Ritton and Hesleyhurst under the new patronage of the Rothbury lords.

#### ACKNOWLEDGEMENTS

This paper is an outcome of the Bernician Studies Group's Cocwudu historic landscape study, prompted by two charter field-walk events, with follow-up, organised by Bridget Gubbins. Brenda Barker and Derek Cutts suggested points of interpretation on two of the charters analysed here. Diana Whaley advised on place-names and Max Adams read and made suggestions on a draft of the paper. I offer my thanks to all of these.

#### NOTES

<sup>1</sup> The documents cited in this paper are taken from the printed editions in the volumes of the Surtees Society. These are: *Chartularium Abbathiae de Novo Monasterio* (The Chartulary of Newminster Abbey) edited by J. Raine; citations in this paper are abbreviated as NC. 'The Chartulary of Brinkburn Priory', edited by W. Page; citations in this paper are abbreviated as BC. 'The Percy Cartulary', edited by T. M. Martin; citations in this paper are abbreviated as PC. See PC no. 755 for the legal agreement of 1208.

<sup>2</sup> NC pp. 10–11; PC no. 757.

<sup>3</sup> NC p. 8; PC no. 803.

<sup>4</sup> For the Merlay genealogy see Hedley 1968, 196–198; Gubbins 2018. The Newminster foundation charter, as printed in NC pp. 1–2, is restored from Dugdale, see fn. 1 on NC p. 2.

<sup>5</sup> John Hodgson, in his *History of Northumberland*, treats the two Rittons together. He notes the Newminster foundation charter without considering to which Ritton it applies and then turns to the abbot's claims in the *Quo Warranto* proceedings of 1294 (2.1, 322). For Wingates, he lists the farms and then notes that its history 'is the same as that of Netherwitton' (2.2, 107–8). See NCH 15, 352–360 for Rothbury Forest.

<sup>6</sup> O'Brien, Adams and Whaley, 2018.

<sup>7</sup> NCH 15, 341–5 for the early history of the Rothbury lordship; for Rothbury Cross, Cramp 1984, 217–22.

<sup>8</sup> In the enquiries into the feudal holdings made for Henry III in 1242–3 in connection with the Scutage of Gascony, Juliana's dowry lands are listed as socage lands of Earl Patrick, held by Roger de

Merlay in free marriage (LF II, 1116, 1122). For Juliana's marriage agreement and dowry land, see the licence from King Henry I (NC pp. 268–9), and for the date 1113, see Gubbins 2016, 4. For Cospatric genealogy see Hedley 1968, 235–9. On the Cospatric-Beanley lands in Northumberland see O'Brien 2002.

<sup>9</sup> This study began with a walk in the terrain of the 1268 charter and then a seminar on the 1225 and 1268 charters, both arranged by Bridget Gubbins for the Bernician Studies Group. At the seminar, Brenda Barker introduced discussion of the 1225 boundaries and Derek Cutts presented a mapping of the 1268 boundaries from which fig. 4 here is adapted.

<sup>10</sup> The relationship between manor and vill is not necessarily the same in all places. The manor of Rothbury comprises a multiple of vills, but sometimes a manor and a vill are geographically co-terminous. For a more detailed statement on the connections between township and vill, see O'Brien, Adams and Whaley 2018, fn. 31.

<sup>11</sup> The maps, figs. 1–6, in this paper have been created in QGIS, using Ordnance Survey Open Data. Grid points are marked at intervals of 1 kilometre.

<sup>12</sup> I am grateful to Diana Whaley for advice on the possible meaning of this name.

<sup>13</sup> NCH 15, 341, from an Alnwick ms. I am grateful to Derek Cutts for drawing my attention to this.

<sup>14</sup> The 1st OS edition differs from the line given here at Coldrife Hill where the boundary does not come to a corner at the summit, but runs in a curve, following the edges of field around the west and south sides of the hill. Otherwise, medieval and modern are consistent. The land on the east side of final 1km length of Maglin Burn towards its river Coquet confluence came to Brinkburn Priory by grant of Roger de Merlay (BC No. 118). The modern names of Ritton Coltpark and Ritton White House refer to the medieval East and West Ritton respectively.

<sup>15</sup> There are variations in the spellings of place-names between these two charters. Spelling here follows NC, with PC variants in [square brackets] and words not in PC in {curly brackets}. Fig. 2 follows NC for spellings.

<sup>16</sup> NCH 15, 341, from an Alnwick ms. I am grateful to Derek Cutts for this identification.

<sup>17</sup> See the analysis below of the 1268 Hesleyhurst boundary (no. 4) for the arguments for Forest Burn and Ritton Bank.

<sup>18</sup> See the analysis of Roger II de Merlay's confirmation charter (no. 3) for further comment on this speculative point.

<sup>19</sup> Spellings here follows NC, with PC variants in [square brackets]. Fig. 3 follows NC for spellings.

<sup>20</sup> The township of Ritton Coltpark, as mapped on 1st OS, 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 on the moor, around and on the west side of the summit, and the down-slope towards the Chirm headwaters. This is intake of open moorland. Ritton Coltpark, combined with Nunnykirk and Coatyards, corresponds to the medieval unit of East Ritton.

<sup>21</sup> *Dominus Ranulphus de Merlay, principalis fundator noster, et Juliana uxor ejus, qui nobis contulerunt situm hujus abbathiae, grangiam de Hulwane et Duas Rittonas* (NC p.299). This text survives via William Dugdale's *Monasticon* of 1655. 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 ad illam pertinet*.

<sup>22</sup> This is not the Robert son of Roger of the 1208 agreement, but his great-grandson, born in 1247.

<sup>23</sup> I am grateful to Derek Cutts for discussion on this matter. For the case of the 20-foot perch, see BC no. 23.

<sup>24</sup> The whole matter is reviewed in NCH 15, 353–4.

<sup>25</sup> 1263 lawsuit: Northumberland Pleas 234–5 (no. 700), translating Assize Roll No. 1194, 46–52 Henry III. 1266 appeal: Northumberland Pleas 243–6 (no. 727), translating Assize Roll No. 1194, 46–52 Henry III. Sheriff's enquiry: Northumberland Pleas 28 o–2 (no. 794), translating Curia Regis Roll No. 187, 53 Henry III.

<sup>26</sup> CCR 1227–31, pp. 59, 127.

<sup>27</sup> NCH 15, 352; PC no. 741.

<sup>28</sup> Cospatric refences: PC Nos. 777, 781, 1096; NC 268–9. Newminster foundation: NC p.1 and copy in PC No. 802. Newminster confirmations: NC pp. 2 and 3.

<sup>29</sup> It would not be credible to think of West Ritton alone having been Juliana's Ritton, as there would be a void between this and Wingates.

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