

nated to serve the office of Headborough for the year ensuing, Thomas Cockerill having allowed a prisoner under his care to be rescued."

In 1827 and at the Easter Vestry, April 3rd, 1828, Thomas Lever again accepted the office of Headborough, after which date we have no further record of it. Probably it became merged in the office of constable, for in 1845 we find two, and in 1849 no less than three parish constables appointed.

In 1727-8 there were considerable timber-stealing riots in Whittlebury and Salcey forests. About 147 people, amongst them being five persons from Milton, were bound over to the Assizes for unlawfully cutting down and carrying away several trees out of the respective forests of Salcey and Whittlewood, belonging to His Majesty. They had an idea that the timber could be taken without payment.¹

As the eighteenth century advanced there was some building activity in Milton, the larger houses being added to or otherwise improved. At this time the Georges reigned, and the houses or house-fronts then erected are generally of a simple dignity characteristic of the design which is nowadays called Georgian. Towards the middle of the century both manor houses received each a new front, that of Milton Manor built on the side facing the road and that of the Manor being the east garden front. Milton House, too, was greatly improved a few years later, about 1777, by adding to the older portion

¹ *Northamptonshire Notes and Queries*, Vol. I, p. 197.

an entirely new wing facing south, so as to form a more imposing front.

Up to the close of the eighteenth century there were vast commons around Milton, as in other parts of the country, where certain people had rights. These rights of Common varied according to the tenement or the amount of arable land cultivated, to which the right of Common was attached by the custom of the manor, for there were some few tenements that had no such rights whatsoever. With reference to this it is interesting to note the gift made by Thomas Rage to the church, in 1507, of a "Toft and seven acres of land" (see page 251). According to *Wright's English Dialect Dictionary*, a toft is, or was, "a homestead, a messuage, really a small holding, which had right of common. Since the enclosure there are no tofts." As will be seen further on, there were only twelve tenements in Milton the occupiers of which had no rights of Common.

There were various kinds of common rights, such as Common of Pasture, Common of Estovers, or the right of taking wood for repairs, and Common of Pannage, or the right by which swine could be turned on to the land to eat the acorns and mast. These rights of Common varied in different parts of the country, being regulated by the customs in force on each manor, and there being no hard and fast rule to guide us, we know really very little of what customs prevailed at Milton. The old Court Rolls of both manors are lost, and until they come to light again we have to glean what information we can as to the commons from the

Wills, aided by knowledge of the customs generally in force throughout England.

First of all, we have the usual rights of Common of Pasture Appendant, where the right was granted in the first instance to one who held manorial copyhold or freehold in arable land. By this, the commoner had rights for as many animals as he could properly keep and as many as he required for ploughing and manuring his land. The arable land to which this Common of Pasture was appendant when first granted, could afterwards be converted into meadow or even built upon, but that would not affect the right of that freeholder to the common. This particular right was only in respect of horses, oxen or sheep ; it could not be exercised for pigs, goats, geese and other animals or birds. Thus, George Norman, Yeoman, of Milton, in his Will dated December 20th, 1638, bequeaths as follows :

“ ffirst I give to Margaret my wife three quarters of lande with the Cropp of graine thereon, hay, chaffe, comons for horse, cowes, sheepe, and all other profitts and emoluments thence groweing and ariseinge.”

There we have the three classes of animals specified for which he had rights of Common of Pasture appendant to his three quarters of a Yard of land.

One more instance. Robert Dunckley, Yeoman, of Milton, on September 9th, 1708, bequeaths :

“ Unto my sone Robert Dunckley, all yt my house and homested & one yard land, with two

little Closes & one Cottage w'ch I purchased of Thomas Green of Milton, w'th one Cow Common & two Sheeps Commons lying & being in ye parish of Milton a fore said."

All bequests were not so explicit, e.g. in the Will of John Hardinge, "Shepherd," of Milton, April 1st, 1615 :

" I geve and bequeath unto Luce Gibbes . . . my cottage and tenam't with all and singular the commons, premisses and their appurten'nce thereunto appertayninge whatsoever, set situate lying and beinge in Milton al's Middleton Malsor aforesaid."

Again, John Langford of Milton, Taylor, on April 5th, 1686, bequeaths to Rebecca his wife :

" All my house homestall & cloase with all their appurtenances in Milton. Also I devise & give to her my two quartern lands, being of arable land leys meadow & pasture ground with the Com'ons & appurtenances thereto belonging lying & being in the p'rish feilds pr'cincts & territorys of Milton al's Middleton Malsor aforesaid & Collingtree al's Collingtrough."

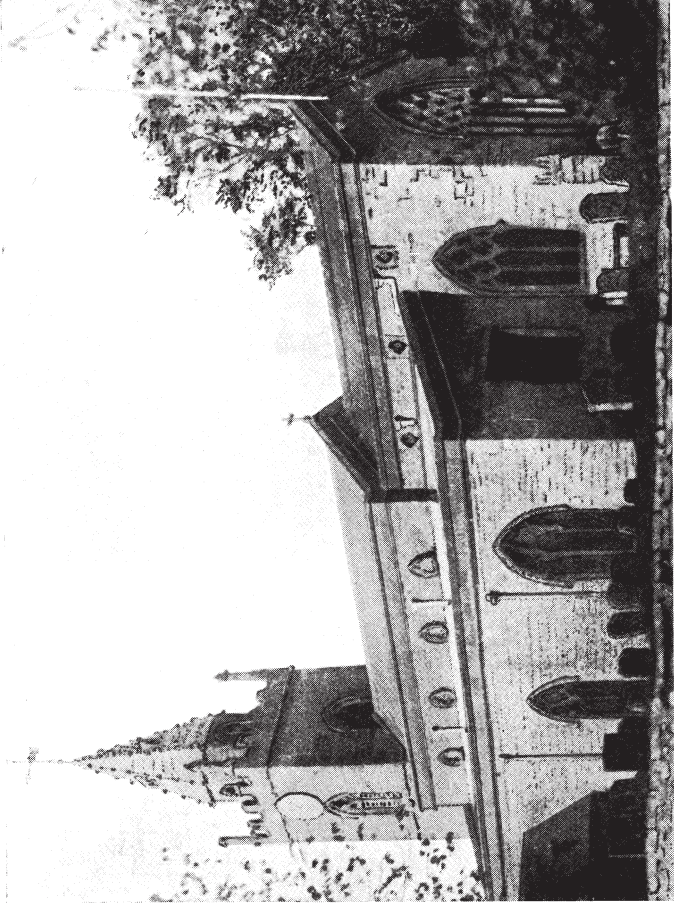
The rights of Common were also specified in the Deeds when homesteads were sold. One such homestead, now two cottages situated between the Church cottages and The Grove, was in 1747 occupied by Thomas Tebbutt and had " Commons and Common of Pasture for one Cow and two Sheep to be yearly had and taken within the ffields and Commonable places of Milton otherwise Middleton Malsor aforesaid and Collingtree otherwise Collingtrough."

In these last two instances, the commons were evidently those of "Mantell's Manor," as they are described as being of both Milton and Collingtree.

It must be borne in mind that there were officers of the manor who supervised the pasturing on the commons. Hence, any transgression of the customs in force on that manor, or any abuse of the right of Common, would be punished, usually by a fine, at the Courts of the Lord of the Manor. Any cattle belonging to people who had no right of Common, or any in excess of the rightful number for any commoner, that were found pasturing there, were at once impounded.

The land to which rights of Common were attached could be divided, and those rights would be distributed proportionately amongst the different parts. John Pell, yeoman, of Milton, October 30th, 1676, after bequeathing to his son John his "dwelling house and homestead in Milton aforesaid, with the Close and orchard and all houses and other appurtenance belonging to the same," goes on as follows :

"I do geve devise & bequeath unto my sonne Clement the on moytie or half parte of that half yard land which I did purchase of Richard Brownsword, with half the Com'ons or other appurten'nce belonging to the same— Item, I do geve devise & bequeath unto my sonne ffrancis the other moytie or half parte of the aforesaid (half ?) yard land with the rest of the Com'ons & other appurten'nce belonging to the same."



Photo, J. L. Hopkins, Esq.

MILTON CHURCH, 1924.

Another kind of right of pasturing is found in our Milton Wills, and that is the Common of Pasture in Gross. This was a purely personal right. It originated in a grant made by the owner of land possessing the right of Common of Pasture Appendant, and who thus diminished, by the extent of that grant, the right of Common attached to that particular piece of land. This grant was held quite apart from the ownership of land and could afterwards be sold by itself, or otherwise disposed of. We have an instance in the Will of Thomas Garnat, husbandman, of Milton, dated August 24th, 1592.

“ Item. I give and bequeath unto my sd. wiffe the comons summeringe and winteringe of 4 sheepe yearlie soe longe as she liveth in and uppon the said messuage at the onely charge of my executor as he sumorethe and wintereth his hone (i.e. his own).”

Here the kind of animal and the number to which the widow's right was limited are distinctly specified. Under this bequest she could not graze horses or cows on the commons, but only sheep, and not more than four.

The right of Common attached to a homestead was apparently regarded as a matter of course, being known to the officers of the manor, and so was not always mentioned in Wills. Stephen Watts, Cottager, September 21st, 1650, briefly summarises his estate :

“ In primis, I give and bequeath to my sonne John Watts my cottage, house, and homestead and all ye landsthereto belonging to enter uppon, possess and enioy immediatly after my decease.”

In this bequest it is possible that the phrase "all ye lands thereto belonging" would include the rights of Common attached to them.

Again, "William Payne ye elder of Milton ali's Middleton Maluazor, labourer," under date March 25th, 1648 :

"As ffore other my house, homestead and close, with my goods and chattels moveables and affixed unbequeathed, I give and bequeath to my sonne-in-law Robert Robbins &c."

These homesteads, sometimes called "homestalls" in the Wills, and many others where the commons are not explicitly mentioned, possibly enjoyed such rights. Other labourers beside William Payne possessed their homesteads, as is evident from the Wills, probably by copyhold of the manor, and therefore with a right of Common Appendant. Very poor indeed must that person be who did not possess the right of Common of Pasture for even one cow. This seemed to have been the low-water mark of poverty. We have a hint to that effect in the Will of John Stephenson of Milton, April 10th, 1610.

"Item. I give to ev're widow woman in Milton not having a cowe, ijd. a peece to be paid w'hin one moneth after my buryall."

Not only the tenants of the manor but the Lord of the Manor himself enjoyed rights of Common, for he was really, under the Crown, the owner of the common lands and could do as he pleased with them, as long as he did not interfere with the rights of the commoners. Edmund

Gleed, Lord of the Manor, in his Will dated April 25th, 1679, bequeaths to his son Richard the Manor House with all its " meadows pasture feedings commons Common of pasture woods underwoods trees hedges, ditches fences mounds wayes bushes furzes ponds fishings " &c.

Although the wording is so comprehensive as to be almost indefinite, I understand this portion to mean that the Lord of the Manor is bequeathing all his commons, the Common of pasture, Common of woods and trees and all connected therewith, together with Common of ponds and fishings. If I am right in my reading of this, we have a reference to Common of Estovers and Common of Piscary in Milton.

Common of Estovers was the right to take wood for various necessary purposes ; of timber trees for the repair of dwellings and agricultural implements, suitable wood for the repair of fences, and smaller wood such as lops of branches, underwood and windfalls, for fuel. The cutting of trees could only be done with the sanction of the officers of the manor.

Common of Piscary was the right of fishing, but this was more limited, and it is probable that very few in Milton enjoyed this privilege lawfully. The ponds referred to were the Milton " fishpools " and were situated on the lands of this manor.

All these rights of Common were a survival from early times when provision was made for the support of the villagers engaged in agriculture. They were customs that originated among the old Anglo-Saxon village communities

and were continued of necessity under the Normans when the tenants became what can only be described as the subjects of the Lord of the Manor. As years rolled by these customs became acknowledged rights.

It is probable that the arable land attached to the Milton tenements consisted of at least three vast, unenclosed fields, according to the Terrier (page 294). In this are mentioned "the great Southfield," "Cross Field" and "Ladybridge Field." These were divided off by what were locally called "balks," otherwise headlands, which were slightly raised banks about sixteen feet wide, along which carts could pass from one part to another without damaging the growing crops. The fields were really like modern allotments on a huge scale, grain being grown instead of vegetables, and during the time between reaping and sowing there would be rights of Common over this land. Balks were also used to mark the boundary of the parish.

As there were two manors, they each had common lands, side by side, those of one manor comprising commons in Collingtree as well as in Milton. Hence there undoubtedly existed with us, from force of circumstances, a custom usually called Common of Pasture because of vicinage. This originated through the cattle on the commons of one manor straying on to the commons of the adjoining manor owing to the lack of fences, and so was really a recognised trespass which could be terminated at any time by putting up a hedge or fence.

There were of course certain lands and parcels

of ground that had been enclosed before the eighteenth century. These were mainly within or adjacent to the village, and are occasionally referred to as "old enclosures."

The Bill for enclosing the Milton commons was brought before the Houses of Parliament in 1779 and passed. Its title was :

"A Bill for dividing, allotting & inclosing the Open & Common Fields, Common Pastures, Common Meadows and other Commonable Lands & Grounds of & within the Manors & Parishes of Milton, otherwise Middleton Malsor, and Collingtree, otherwise Collingtrough, in the County of Northampton. 1779."

It was stated that "the Open & Common Fields &c in Milton and Collingtree consist of 70 Yard Lands & Three-quarter of a Yard Land (besides odd Lands), about 2,000 acres or thereabouts."

A Yard Land consists of 30 acres.

Three Commissioners were sworn for the partition of the commons, but one refused to act also as a "Quality Man," or assessor of the value of land, so another had to be sworn for that purpose. This was in the summer of 1779. The Commissioners sat at the Angel Inn, Northampton, and signed the award on May 10th, 1780. Altogether, the proceedings cost £1954 9s. 3½d., which included charges for legal aid and the passing of the Act. This was paid by those who received allotments of land.

In the award, the rights of all the commoners were recognised and the commonable lands were divided amongst them in proportion with the

extent of their claim. An agreement was arrived at with everyone concerned by which the Rector gave up his right to the ancient tithes in exchange for a proportionate part of each commoner's grant. For these, with his own rights of Common as well as several old enclosures, he was compensated by a grant of land. By this agreement we know there were twelve houses in Milton that had no right of Common, because, as a Terrier of 1798 tells us, they "had not land to exonerate themselves from Tythes at the Inclosure." At least two of them seem to have been larger than cottages, so it must be presumed that the number of poor people in Milton was very small. When the commons were partitioned, several people exchanged their share of the newly enclosed land for old enclosures near their homes, hence certain old enclosures belonging to the Church and Poor's Estate were exchanged for two fields.

Boundaries and fences were determined, and public roads, bridle-ways and footpaths four feet broad were defined by the Commissioners. Several private carriage roads, drift roads and private footways were agreed upon to enable owners to reach their newly allotted lands. By the award, too, the boundary between the Parishes and Manors of Milton and Collingtree was finally settled.

Thus came to an end the old Commons of Milton, with all their benefits and privileges. Although every person having any legal right to the common lands shared in the award, the enclosure was a most unfortunate proceeding

for the village, and the dire results were soon seen. The husbandman or small farmer, the cottager and even the labourer possessing his own homestead, had each been able to make a decent living from his bit of land combined with his rights of pasture and the privilege of taking timber and small wood for repairs and fuel. Now, owing perhaps to the fact that the share of the commons allotted to them had so increased the value of their homesteads, they were tempted to sell. By the year 1800, many had sold their little homesteads in Milton. The fields were gradually acquired by the larger landowners, and the little farmhouses, being useless without land, remained untenanted and were eventually divided up to form smaller cottages. In 1800, for instance, the place now known as Barrack Yard was merely the farmyard with a big barn and stables belonging to the little thatched farmhouse, fronted by a garden, that faces the road. No one could afford to rent the large premises without the land, so the barn and stables were, in course of time, converted into small dwellings. Those who, for a time, still managed to keep their small farms going, missed the convenient help of the commons, and they, too, gave up the struggle. This meant the disappearance of a sturdy class of agriculturist, and there arose strong public feeling at the wholesale enclosures of the open fields and common lands of England, as the following lines show :

“ The law locks up the man or woman
Who steals the goose from off the common,
But lets the greater villain loose
Who steals the common from the goose.”

The conversion of homesteads into several smaller dwellings caused a great increase in the number of inhabitants. The population was 327 in 1801, 492 in 1821, 541 in 1831 and 607 in 1841.

The passing of the common lands witnessed the passing of the Milton of old, with its numerous small homesteads and few poor.

Not many years after this, the village suffered from a visitation of smallpox. From June to December, 1794, there were ten deaths from this dread disease and three from "fever," whilst in the following January there were no less than six deaths.

In 1805 a beginning was made in the improvement of the village streets, for on June 8th of that year it is recorded in the Churchwardens' Accounts :

"Paid Ed. Johnson for pitching the Church Ways by Mr. Dent's £3.16.0."

This "pitching" was the making of the cobble-stone side-walks.

In December, 1806, Pluck's Lane was pitched, 202 yards, at 4d. per yard. In January, 1807, the "pitching down at Stockwell" was finished, 42 square yards. Other places pitched in the same year are described as "against Mooring's," "Church Lays," "Mr. Dent's Lays," "against Phipps' new house" and "against the black-smith's." Most of these side-walks may be identified.

At this time there was a workhouse in the village, probably the place known as "Workhouse Yard." In 1815 we find that Thomas

Caswell was Workhouse Master, being paid at the rate of seven shillings per week, and to provide for all the inmates he was to have three shillings and sixpence per head "and to have 3 tons of coal & 1 ton of wood." In 1831 a new site was fixed upon for the workhouse, the houses in Barrack Yard being adapted for the purpose. This, with other property, was in the hands of the Parish Vestry, for which they paid rent to the various owners. In these houses, rented by the parish, and which to all intents and purposes were almshouses, were lodged the aged and infirm poor.

"1822. Thursday, May 2nd. Sophia A—— to live with Jane Fl——, and the house she occupied Wm Fi—— is to remove to."

Some who occupied houses had their rent paid, as we see from the Vestry Minutes :

"1822. Aug. 28th. Widow S—— to have half of her Rent paid."

"1829. Nov. 11th. John B—— being old and infirm, is to have his Rent paid up to Michaelmas last, two Guineas."

By an Act of 1796 poor persons were to receive relief in their homes and they were encouraged to depend upon the parish for a living. Wages were reduced by what was called the "allowance system." Labourers were shared amongst the ratepayers by the "Labour-rate" system, that is, the employer paid part of the wages and the remainder was paid by the parish at the hands of the Overseers for the Poor, the latter payment being described as

“out of the book.” The ridiculous state of affairs resulted by which it was extremely difficult for any except those in receipt of parish relief to obtain employment. An employer would not engage an independent labourer and pay all his wages when he could have a man in receipt of parish relief and whose wages would be paid partly from the rates. Thus the labourers were pauperised wholesale. We learn all this from the Parish Vestry Minutes of that time.

“1820. December 14th. At a Public Vestry held this day it was agreed that the Labourers out of Employ should be ballotted for, which was done accordingly.”

Then follows a list of men who were to go to work under different employers.

“1822. Nov. 14th. The Parish will not find J. H. with work, he having a Pension of 1/- per day.”

“1825. Nov. 17th. Thomas W—— having returned from the 3rd Veteran Battn. on a pension of sixpence per day to be employed on the byroad, and have the magistrates allowance, for a short time. To have one pound lent him to purchase some bedding for the children.”

“1824. February 5th. John T—— to be employed by Mr. P—— who agrees to give him six shillings per week. The remainder to be paid out of the Book, 5/3.”

“1824. Apl. 1st. T. H—— to be employed by Mr. D—— who will pay 7/-. Remainder out of book 4/3.”

Relief was also given to the labourer's wife and children. These few cases have been