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## **ASPECTS OF MEDIEVAL LIFE AS ILLUSTRATED BY SOME DOCUMENTS IN THE LILLESALL COLLECTION**

**Excommunication** was the commonest punishment in church courts. It took two forms: lesser, merely excluded the individual from church services; greater, theoretically imposed social death. The punishment was rarely meant to punish but to enforce the judgment of the court and acceptance of the church's jurisdiction. The Great Curse was read four times a year in every parish church, reciting a list of offences incurring automatic excommunication. Contracts made before ecclesiastical authorities also made non-fulfilment result in automatic excommunication. In the case in 972/1/3/4 a priest is excommunicated for failure to pay a debt. In 972/1/3/11 the dean of Lichfield cathedral, for failing to come before the high court of the archbishop of Canterbury has also been excommunicated. A local ecclesiastical officer, the archdeacon of Shrewsbury, has ascertained that the sentence has been published throughout the churches of his archdeaconry so that all should know that for the present, the dean is a non-person as far as the church is concerned. In 972/1/3/12 excommunication is being used to force those who ought to have paid fees due to two cardinals to do so. In 972/1/3/4 the excommunication of the rector of Pitchford is ordered for non-payment of a debt. However, the efficacy of excommunication was dubious. There were no physical constraints. Probably it was most effective against merchants and landowners who were thereby deprived of use of the courts. In most cases there is no evidence of the effects of excommunication. In that respect this document is a rarity in that the rector of Pitchford promised to pay up, and so would be able to carry on his clerky duties. However, he may not have done so.

**Piety.** In so far as chantries established a memorial, they also might establish social status. A chantry was a declaration of social position. Arrangements were usually made before death to ensure compliance. Some were temporary, using a priest for several months to provide masses and additional prayers. They might involve the congregation in prayers for the object of the chantry. Masses and prayers could not be bought as that would be simony but there was clearly a going rate for masses. By 1400 blocks of prayers were available for purchase especially the trental, 30 masses on consecutive days.

**Chancel repairs.** The division of the responsibility for the upkeep of the fabric of a church was made in the 4<sup>th</sup> century: the nave was to be business of the lay

congregation; the chancel that of the rector or his vicar. In the 13<sup>th</sup> century sometimes local ordinances permitted the burial of laymen in the chancel. The division between the two was often marked by a screen and the rood loft. This may have led to fewer donations to the high altar and more to altars and lights in the aisles. There are only a few references to the incumbent's responsibility in the Lilleshall collection: 972/1/1/388, 390, 393, and 395 set out the duties of the chaplains of Preston Gobold chapel in general terms. However, 972/1/1/648 contains a rare example of details of the repairs needed at Holme-next-the-Sea, (Norfolk). This indenture was a bargain: Lilleshall was prepared to interfere only so far as to offer the value of the tithes in return for the repairs being done. It indicates the high cost of such repairs. It may also indicate the poor state into which the chancel had fallen, probably to the dismay of the lay parishioners. The roof needed attention and was to be covered with great planks covered with lead. The end gable of five lights was to be glazed with plain glass except for one containing a picture of Lilleshall abbey. Associated with the responsibility of the chancel was the rector or vicar's task of providing books and vestments and all the furnishings for the services. 972/1/1/555 gives a splendid list of such things in the church of North Molton in 1340.

**Corrodies.** All religious houses were in the financial marketplace. They needed to use their assets, both temporal and spiritual to best advantage. Corrodies were a common instrument to both gain land and to pay wages and look after old or infirm servants. What was offered was usually a place in the monastery with food and clothing. 972/1/1/24 shows the abbey making what seems a profitable bargain. In return for giving the abbey considerable land, the Lady of Tern, was to have her son cared for. This is a document which raises the question 'Why did she seek this arrangement?'. He may have been a problem to her in some way. The terms of the corrody are such that Richard will be properly looked after. He is to be a free servant with the food and clothing of an esquire. When he becomes incapable of carrying out the duty of a free servant he is to be given a corrody of alms. 972/1/1/26 later shows the abbey using a corrody to pay its new thresher. The terms seem generous as the thresher is to receive a stipend into the bargain. Monasteries were all too often accused at visitation of selling corrodies to get short term gain, thereby rendering the provision of hospitality difficult, and putting the financial stability of the house in jeopardy. 972/1/1/27 is an example of the straight sale of a corrody for cash. It was not uncommon for the monastic house to find itself ordered to provide a corrody for one of the king's servants. In 972/1/1/40 such a corrody is nothing less than a compulsory pension.

**Death.** 972/1/3/6 contains two interesting features. The first is the complaint by Agnes Gough that the wife of Thomas Dunfowe has removed the bones of her mother from its tomb in St Chad's cemetery: the second is that she appealed directly to the top of the diocese, the Bishop of Coventry and Lichfield. Why was she so angry? Medieval people believed that the dead were in some sense alive, and could help the living. If they were not kindly treated they might be angry or even dangerous. Thomas Aquinas argued that care for the dead body was correct, as a continuation of the loving relationship between the dead and the

living. The rites of unction, the preparation of the body and the provision of masses for the soul of the dead are part of this view, and were well developed by the 13<sup>th</sup> century. The will was in an important sense a religious document and Agnes's mother's will may have specified that she be buried in St Chad's cemetery. The woman was regarded as the principal griever, mourner, so it is not surprising that a woman should be the plaintiff here. It is, however, surprising that this complaint was being made. Though it is likely, from the high social status of the Gough family that she would have been taken in procession in a coffin, she would have been laid out in her shroud. It was thereafter normal to exhume the bones and transfer them to a charnel house. Perhaps the complaint there is that the Gough family had been deprived of their right to perform the exhumation. Agnes's mother's bones were being hurried into the charnel house by the Dunfowes. Removal would have also deprived the Goughs of possible remission of sin themselves by their prayers for the dead. This haste probably resulted from a constant shortage of space for new interments in St. Chad's cemetery. From the wording of the complaint, i.e. the use of the word 'tomb' the body may have lain in a prepared grave with stone walls and lid, though this seems unlikely. The site of the grave would have been marked with a cross. The greatest security was obtained by burial for the wealthy inside a church, despite constant prohibitions against this. The desire to be buried in monks' or friars' cemeteries is comprehensible. How this document appeared in the Lilleshall Collection is a mystery. It seems unlikely that the message ever reached the bishop.

**Fires.** Fire was a constant threat for townspeople. Apart from the trades which used fire in one form or another, smiths, bakers, brewers, potters, household fires were also likely sources of a conflagration. Buildings, constructed as they often were of timber and thatch, and packed together in many parts of a town, might be destroyed over a wide area. A Shrewsbury coroner's roll of 1299 records the death of a woman burnt in her sleep by a fire caused by the hearth. In the same roll a woman who left her son and daughter sitting before the fire while she went to wash clothes in the Severn, returned to find the house accidentally burned down and both children dead. Earlier in the century the whole parish of St Chad's was affected by a fire caused by a malt kiln in Candelan Lane. In 1312 it was the turn of whole of St Alkmund's parish. In 972/1/1/442 of c.1275 the responsibility of the lessees was presumably wholly theirs if the property were to be destroyed by fire, but if the damage was by fire from neighbouring property they were absolved from repair. The same covenant appears in 972/1/1/447 of 1398 and may here be more significant as a kitchen is in question. However, 972/1/1/448 concerns only rebuilding after fire on the premises. Other Shropshire towns suffered from widespread fire damage in the medieval period.

**Water.** 972/1/1/452: this is a rather rare document. Very little has survived to indicate how the town was drained. Even the court rolls are silent on this matter as they are on the disposal of night soil. In 1337 shops were recorded here in Mercers' Row. At the date of the agreement it seems that perhaps between each tenement was a gutter. What its use was is not clear, though it seems to be a

drainage channel to carry away from the properties on each side, eventually discharging onto the main street, probably the present High Street. Here it may be assumed was a larger gutter bearing away the outfall from other properties lining it. It is unlikely that this was part of a fresh water system, since nothing seems to have been done in this regard until the Tudor period.

**Military Service.** The abbey sometimes received land that owed military service. This must have been awkward to provide. If the actual service was demanded, they must have farmed the duty out. It is hard to see a monk firing the bow in 972/1/1/194. This service was probably performed at Wem. At Wigmore too, 972/1/1/133 and 134, a man had to be found to do guard duty, for a third of a knight's fee they held at Shipley. In 972/1/1/130 in consequence of a large grant of land in Howle, it was necessary for the abbey to find a soldier with his armour for forty days as guard for John FitzAlan at Oswestry, but only in time of war. In addition the abbot was also responsible for all services and the special taxes such as scutage, a payment on a knight's fee in lieu of the actual service due. This was perhaps another way in which the abbey may have got round the need to provide a soldier. When a tenant died it was usual for gift to be made to the lord. Normally it was an animal or its value, but what did the abbey do with the bow and barbed arrow, demanded in 972/1/1/189 from a tenement in Tibberton, or with the arms or armour from Cold Hatton, 972/1/1/225. Doubtless these terms deriving from charters prior to the actual grant to the abbey were modified to be more useful.

**Pasture** Rights of pasture were crucial in the farming year. Many of the land charters make very specific arrangements. Generally there are provisions to allow beasts to pasture on the arable after harvest. Sometimes the grants are detailed. In 972/1/1/7 membrane 1, charter I the abbot of Buildwas is allowed pasture for a fixed, small number of beasts, 6 cows and six calves. However, in order to prevent overgrazing, once the calves become yearlings they must be withdrawn. Most monasteries tried to have large flocks and herds and therefore there are many land charters which indicate the wish to enlarge pasture rights. Charter 972/1/1/415, shows that the abbey was prepared to use the courts to regain its rights of pasture on Sugdon Heath. They allow their tenant to enclose land for improvement, but retain the right to pasture animals after the crops have been harvested. A pair of Cold Hatton charters, 972/1/1/253 and 254 contain clauses which demonstrate the practice of setting down the number of stock which a holding allowed the owner to graze on the common pasture. 972/1/1/263 John Taylor's allowance of 60 sheep, may indicate the size of his stint. 972/1/1/254 in addition to indicating a stint also contains the additional and strange prohibition against the sheep of Cistercian monks. Perhaps it was felt that they were too commercial in their sheep husbandry, or were known to overgraze. Though sheep could be damaging to pasture by over-grazing, 972/1/1/264 shows that goats were much worse. This is also emphasized in 972/1/1/363. This charter is concerned with another kind of pasture, pannage, in the outer wood at Lillehall. Pigs were usually allowed at certain times into the woods to graze on the beech mast and acorns. Hugh of Haughton can put 29 pigs and 40 piglets into the abbot's wood.

**Pensions** The income from a rectory was not necessarily safe from itchy palms. They were all too tempting as a source of gifts from the abbey. Often this took the form of a pension. In the worst cases the whole of the parish income could be devoured by such depredations. In 972/1/1/692 and 693 a canon of Lichfield acts as the intermediary through which the dean and chapter of Lichfield receives 5 shillings from the Farnborough rectory or vicarage monies. Was this a payback for permission to accept the appropriation of Farnborough vide 972/1/1/37? The church of North Molton received a bigger blow when Master William of Crowthorne successfully sued the abbey in the king's court for a pension of £40 to compensate him for the loss of his rectorship by appropriation. Holme-next-the Sea, Norfolk, 972/1/1/46, also found the change of overlord to be expensive. The 51s 3d pension to the bishop of Norwich seems likely to be a payback for permission given for the appropriation, and was so much less income for the curate. There are other examples of pensions to support chaplains in the cathedral at Lichfield.

**Town property.** The value of land in towns like Shrewsbury with a vibrant economy increased rapidly. Instead of whole tenements changing hands, quite small elements were bought and sold. In 972/1/1/449 a shop site is a mere 5ft by 12 ft and the entrance to the tenement is only 4½ft by 12 feet. The fact that the measurements are down to half a foot indicates the enhanced value of town land.

**Monastic chronicles.** Most monasteries kept a chronicle which not only reported events within the life of the house but also tried to record happenings at a greater distance. Historians of the medieval period are often grateful for the efforts of the monastic chroniclers. Dr. Una Rees in her introduction to the Lilleshall Cartulary suggests that since the ruling of one of the gatherings of pages was ruled in two columns, this indicates that a chronicle was intended. On the dorse of 972/1/1/453 appears a line from such a chronicle. It follows the often related spurious early history of Britain. In translation it reads 'The 70<sup>th</sup> year before Christ King Ludd conquered Britain'.

**Mills.** Mills, the water powering them and the rights of multure were often the cause of court cases, and so were carefully defined in charters. The group 972/1/1/378-8 and 383 contains significant detail. 378 grants access to the mill, the water to drive it. The two parties had been before the royal judges because the grantee had diverted water to his own mill. In 379 the grantor gives the right to build a mill and millpond in Muxton and promises not to build a competitor mill on his own land. Explicit permission is granted to grind corn at three of the great Christian festivals. In 381 the mill has been built and is now let at rent reserving the right to multure. At about the same time, in 383, the mill was granted to the abbey with the right to take timber for the repair of the mill. In 457 because the abbey has increased the size of the mill pond at Hencott they had to pay a fee for the loss of the land beneath the extended pool. 972/1/1/7 of about the same period shows the grantor to Buildwas abbey even more determined to lay down regulations at the mill at Tern: all his men are to use the mill; the grantor

reserves the right to have his corn milled almost immediately it arrives at the mill. However, the monks enter their own provisos: if the grantor does not force his men to use the mill, the abbey will seize their corn and the grantor is to have the animal on whose back the corn was carried. Later in the same charter permission is given for the erection of a fulling mill. The fulling mill appears in England around the end of the 12<sup>th</sup> century, so this grant is quite early.