

FURTHER NOTES ON THE DEAFFORESTATION
OF WIRRAL.

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THE main facts about the deafforestation of Wirral (which had probably been placed under the forest law in the first quarter of the twelfth century, not very long after the compilation of Domesday Book) are known, but a little new information has recently emerged in one or two quarters. The deafforestation has been shown to have been first ordered by letters patent of the Black Prince. Their date and exact terms are not known, but they were probably issued not long before his death on 8 June, 1376. They are referred to in the petition and the letters patent mentioned below, but the Black Prince's Cheshire *Register* of letters and orders, in which they would no doubt have been mentioned, is only extant down to 1367. Edward III confirmed the deafforestation by charter of 20 July, 1376,¹ but it appears that there had not been a preliminary inquiry of *ad quod damnum*, to show what prejudice it would be to anyone, so that interested parties seem to have refused to recognise the deafforestation on technical grounds. Some of this story is related in the undated petition of the commonalty of Wirral² which they lodged at some date between that of the King's charter and his death in 1377. In view of the opposition referred to, and their grievances, they asked that the deafforestation should be confirmed by a statute of Parliament. This, however, was not done, and Richard II took advantage of the situation in 1384 to levy a fine of 600 marks upon the

¹ *Trans.*, vol. 59, p. 165.

² *Ibid.*, p. 172.

landowners of Wirral¹ before confirming the charter of Edward III on 14 November, 1389.²

After the charter of 1376 the Master Forester, William de Stanley,³ became concerned about the fees, known as "puture," levied for the maintenance of his six underforesters, which, by the terms of the charter, had been entirely abrogated. These fees had been rendered in kind, by the provision of board and lodging for the officers on their perambulations, by all the Wirral townships except four of the manors (Eastham, Bromborough, Irby, and Sutton) of the abbot of Chester, exempted by a charter of earl Randle III.⁴ In course of time, forty-eight of the townships had commuted the obligation for an annual payment varying from 2s. 2d. to 4s. 4d. each.⁵ The remainder, or such of them as were within the forest, had not done so and several of them had resisted any payment at all. Many orders on the subject were recorded by the Council of the Prince in his Cheshire *Register* before the deafforestation. It is known that after this had taken place Stanley continued to levy these fees, and that he eventually entered into agreements with many, if not all, of the manorial owners, compounding the annual payment for a lump sum of cash.⁶

But the grounds upon which the claim to fees was based after they had been abolished by the charter remained obscure, until I discovered the evidence among the Stanley documents, recently acquired by the John Rylands Library, Manchester, in original letters patent of Edward III, dated 12 November, 1376, four months after his charter. A copy of these letters is printed

¹ *Trans.*, vol. 59, p. 174. ² *Trans.*, vol. 70, p. 139, and *Cal. Charter Roll*.

³ For his office and endowment, see *Trans.*, vol. 87, p. 97, and for the obligation to pay "puture," my *Serjeants of the Peace in Medieval England and Wales*, 1936.

⁴ Tait, *Chartulary of Chester Abbey*, 235.

⁵ *Blk. Prince's (Chesh.) Register*, iii, 432

⁶ *Trans.*, vol. 50, p. 173.

below. It seems that the Master Forester had promptly lodged a complaint that he was being deprived of his ancient fees and profits and the matter was examined and favourably considered by the King. His letters patent state that he had merely confirmed the Prince's deafforestation because he knew that had been the latter's wish. Moreover, the Bishop of St. Asaph, Hugh de Segrave, and Alan de Stokes, three of the executors of the Prince's will, as well as William de Walsham, his confessor, had been consulted and had testified, by bill under their signatures, lodged in the Chancery, that before and up to his death it had always been his wish to preserve the Master Forester's rights to his fees and not to prejudice him by the deafforestation. Acting accordingly on this rather *ex post facto* evidence, and by the advice of his Council, the King issued letters to that effect and notified all concerned that Stanley was entitled to his puture fees as formerly.

The will of the Black Prince has been printed¹ but, as one might expect, does not mention this matter. The executors nominated included, besides the three named above, John, the Prince's brother, the Bishops of Winchester and Bath, John de Fordham, and his confessor, called in the will Robert de Walsham, but William in the letters patent. It was proved on 10 June, 1376.

Besides the question of the puture fees, the Master Forester seems to have put in a claim for loss of office, as on 16 September, 1397, he was given by way of compensation a life annuity of 20 marks and this was also granted later to his son and heir.²

¹ Nichols, *Royal and Anc. Wills* (1780), pp. 66-77.

² 36 *Rep. Dep. Keeper Pub. Records*, 445 (2 entries); see also the petition given by Ormerod (Helsby ed.), ii, 353 n.

LETTERS PATENT DATED 12 NOVEMBER, 1376, BY
EDWARD III.

(Original, Rylands Charter No. 1337, with duplicate No. 1338. Enrolled on Patent Roll 50 Edw. III, pt. 2, m. 14.)

Edwardus dei gratia Rex Anglie et Francie et Dominus Hibernie Omnibus ad quos presentes litere pervenerint Salutem. Ex parte dilecti nobis Willelmi de Stanlegh nobis est conquerendo graviter intimatum quod, cum ipse et omnes antecessores sui a tempore quo non extat memoria forestarii in feodo placee sive loci de Wirhale ante deafforestationem eiusdem extiterint, et idem Willelmus certas puturas et alia proficua in denariis loco puturarum infra metas dicte placee sive loci de Wirhale occasione predicta tempore suo perceperit et habuerit ac omnes antecessores sui predicti easdem puturas et alia proficua predicta a tempore predicto pacifice perciperint et habuerint, absque hoc quod idem Willelmus vel aliquis antecessorum suorum predictorum inde [non] impeditus fuit quousque dicta placea sive locus per carissimum filium nostrum Primogenitum Edwardum nuper Principem Wallie defunctum in vita sua et per nos postquam huiusmodi placea sive locus per mortem suam ad manus nostras devenerunt deafforestata extiterunt, et idem Willelmus, vigore carte mee vicesimo die Julii proximo preterito de deafforestacione illa confecte, per quam concessimus pro nobis et heredibus nostris quod dicta placea sive locus de Wirhale et quicquid infra easdem metas continetur sint omnino deafforestata imperpetuum tam de venacione quam de omnibus aliis que ad forestam et ad forestarios pertinent ita quod infra easdem metas nullus forestarius noster vel heredum nostrorum vel Justiciarius aut alius minister foreste nostre vel heredum nostrorum de terris vel boscis suis aut de viridi vel de venacione se quicquam intromittat, Ac eciam vigore literarum ipsius filii mei de deafforestacione predicte placee sive loci similiter factarum quominus idem Willelmus de Stanlegh puturas et proficua huiusmodi ibidem percipere et habere valeat prout de iure solebat impeditus existit, in ipsius Willelmi et heredum suorum exheredacionem et status sui depauperacionem manifestas; Supplicando nobis ut statui suo compati dignaremur, Nos, attendentes quod dicta deafforestacio iuxta voluntatem et desiderium ipsius filii nostri per nos mere concessa fuit, Et quia venerabilis pater Willelmus Episcopus Assavensis Hugo de Segrave et Alanus de Stokes executores testamenti prefati filii nostri, et Willelmus de Walsham nuper Confessor ipsius filii nostri, per billam suam manibus suis propriis in Cancellaria nostra

exhibitam, testificati sunt quod quando dicta deafforestacio per ipsum filium nostrum ordinata fuerat, voluntas sua tunc extitit et ipse usque decessum suum in eadem voluntate semper perseveravit, quod hereditas predicti Willelmi de Stanlegh forestarii in feodo foreste predictae tangens puturas suas esset salva et illesa, et quod deafforestacio predicta non cederet in exheredacionem seu preiudicium predicti Willelmi de Stanleigh vel heredum suorum : Volumus iuxta voluntatem et felicem intentionem ipsius filii nostri nobis relatum in hac parte indemnitatis ipsius Willelmi et heredum suorum prospicere graciose, videlicet quod carta nostra aut litere ipsius filii nostri mei de deafforestacione dicte placee sive loci de Wirhale facte non cedant aliquo modo in preiudicium nec impedimentum ipsius Willelmi nec heredum suorum de puturis et proficuis predictis, set quod idem Wilhelmus et heredes sui habeant et percipiant dictas puturas et alia proficua predicta in denariis loco puturarum ibidem prout ipse et antecessores sui eadem puturas et proficua ante deafforestacionem predictam habere et percipere consueverunt, carta nostra seu literis ipsius filii nostri predictis aut deafforestacione predicta quouis modo non obstantibus. Et hoc omnibus et singulis quorum interest innocescimus per presentes. In cuius rei testimonium has literas nostras fieri fecimus patentes. Teste me ipso apud Westmonasterium xij die Novembris anno regni nostri Anglie quinquagesimo regni vero nostri Francie tricesimo septimo [1376].

per consilium.

FARYNGTON.

[*Fragment of Seal.*]