

JOHN LOCKE'S SOMERSET PROPERTY

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As outlined in an earlier article,¹ John Locke, one of the greatest philosophers of the early modern period, inherited from his father farming lands and domestic buildings in the area of rural Somerset where he spent his childhood with his parents, around the small market town of Pensford and hamlet of Belluton, half a dozen miles or so south of Bristol. It was because of his inheritance that he retained his connection with the area for one feature of his adult life was as a landlord. The letters, memoranda, rent-rolls and other accounts which survive amongst his papers, contain much information about his property and its tenants, sometimes relatively systematically, but usually not. What follows here (together with some material only published on the Society's website John Locke's Somerset Property (SupplementaryMaterial)) is an attempt to piece together an account of this property and its tenants. It is unfortunately not complete, and Locke's papers contain many bits of information which remain to be fitted in.

LOCKE'S INHERITANCE

According to Damaris, Lady Masham (whom Locke met in 1682 and at whose marital home in Essex he lived from about 1691), Locke's father "inherited from his Father a much better Estate than he left ... his Son".¹ What did his father inherit? In his will of 25 August 1648 made three days before his death, Nicholas Locke, Locke's grandfather, bequeathed to Locke's father, also John, certain "tenements and grounds" in Publow parish consisting of three leasehold properties (referred to in the following as (A), (B), (C)) which he (John) already "held by grant" and which he was to hold for the rest of their term. Locke's father was also to have the whole interest in a freehold "messuage or tenement in Belluton" (referred to in the following as (F)), in the parish of Stanton Drew, which Nicholas had bought from one John Feare. Finally, following various bequests of land and money to others, Locke's father, who was to act as Nicholas's executor, was willed the residue of the estate.² In fact there was further property Locke's father owned, and, though its origin is obscure, it may be that this should be counted as part of what he "inherited" from Nicholas Locke.

According to Lady Masham "the sole cause" of Locke's father's "Fortunes being impaired" was not that he was in any way improvident, but rather "probably" that he had been "a Captain in the Parliament Army in the time of the Civil wars in England, and by that means a Private sufferer in those Publick Calamities".³ Lady Masham did not explain further, and what she says can hardly be right as it stands, for Nicholas Locke died and Locke's father inherited his "Fortunes" only a few months before the end of the civil wars and the execution of Charles I. Perhaps she had in mind that Locke's father suffered in some way during the often disturbed aftermath of the civil wars, during the Commonwealth period and before the Restoration in 1660.

Nevertheless, it does seem that Locke's father's fortunes did suffer in some way. When ill, and approaching his death in 1661, he evidently wrote to his elder son John, despondent at how little he had to leave him and his younger brother, Thomas. John, then at Christ Church in Oxford, comforted him: "I cannot distrust that Providence which hath conducted us thus far, and if either your disappointments or necessities shall reduce us to narrower conditions than you could wish, content shall enlarge it; ... if your convenience can leave me nothing else, I shall have a head, and hands, and industry still left me, which alone have been able to raise sufficient fortunes".⁴ Perhaps this exchange had a connection with the "business" in progress which Locke mentioned in an earlier letter to his father in 1658, business which seems to have related to some promises made regarding services his father had performed, and which, if it miscarried, might leave the family with merely some few acres of land to sell. "[H]otly", Locke told his father that he could not "see your services soe rewarded, repeated promises so slighted and juggling in a great man without being movd".⁵

E.S. de Beer suggests the "great man" may be Sir Alexander Popham, the local manorial lord and J.P. whom Locke's father had served before the civil wars as an attorney, and in whose regiment he had fought during the wars.⁶ Perhaps it is, and if so it may have been (though there is no other evidence for this) that Popham was attempting to go back on something we know he had promised half a dozen years earlier. For the fact is that if some favours Popham had earlier shown him were a reward for military services then, despite what Lady Masham said, there is a clear way in which Locke's father's "Fortunes" were actually enhanced by the wars.

In an Indenture dated 6 July 1650, the year after Charles I's beheading, Popham gave Locke's father the lease, "for many years yet to come" (for 99 years, or for the lives of his two sons John and

Thomas) of various "tenements and lands in the Parish of Publoe".⁷ In the absence of the Indenture itself we do not know exactly what tenements and lands these were, but a very good idea can be got from two other documents which refer to it.⁸

One of these is another Indenture dated almost exactly six years later, 17 July 1656. It records at least some of the property "in the Parish and Mannor of Publoe and Pensford" which Popham did earlier "demise and grant" to Locke's father,⁹ and in whose "hands use and occupation" they still then were:

(Popham 1) "All that one Cottage or Barne call[ed] Lighthowse or Buckhill howse with a Garden and Orchard thereunto near adjoining and belonging contayning by estimation one acre bee it more or less";

(P2) "one close of arable thereunto also near adjoining called the grownd by the howse contayning by estimation five acres bee it more or less";

(P3) "three Closes of Meadow lying altogether adjoining and near lying contayning by estimation thirteen acres bee they more or less";

(P4) "two Closes of Meadow or Pasture adjoining together called the great and the Little Buckfurlong, containing by estimation ten acres bee they more or less";

(P5) "one Close of Pasture called Henleys grove contayning by estimation ten acres bee it more or less";

(P6) "one parcell of meadow lying in a grownd called the Common Mead contayning by estimation three acres bee it more or less".¹⁰

In total these properties amount roughly to 42 acres. At least some of them, and perhaps others, are mentioned in a further document, of 28 March 1664.¹¹ According to this at least some of property in "the mannor of Publowe and Pensford" whose lease Popham gave to Locke's father in 1650 was (P7) a "cottage or house with a garden thereto adjoining, called Lighthouse and thirty and seven acres of land meadowe and pasture ground by estimation thereunto belonging";

(P8) "all that dwelling house in Pensford then [1650] of the said John Locke deceased in Pensford with all outhouses buildings orchard and garden and one close called the backside to the same house appertaining contayning in the whole by estimation two acres";

(P9) "one close of pasture or arable ground called the Newtinings contayning by estimation five acres be it more or less";

(P10) "some furze and underwood in Sideham Broad oak and Whitley gate";

(P11) "all that messuage or tenement then [1650] in the occupation of the said John Locke and Lison Hopkin his assignee with a little Garton thereunto adjoining and also a garden plott in Pensford aforesaid and all common and common of pasture and other appurtenance to the said premisses belonging or appertayning".

There is obviously some overlap between these two lists, for (P7) includes (P1), and, with its 37 acres, presumably at least some (if not all) of (P2)-(P6) too.

Whether or not he tried, there is no reason to think that Alexander Popham actually did renege in some way on his 1650 grant of a lease on this property. But it does seem that Locke's father did, at some point, suffer some financial setback. For in Locke's papers there are references (not always in his hand) to various properties which seem later to disappear from view. The three leasehold properties (A), (B), (C), his father was willed by Nicholas Locke are examples; though perhaps the lease on these simply expired and perhaps some of the other examples simply changed their names and were not forcibly sold. But there were three tenements in Bristol which do seem to pass out of the family,¹² and Feare's tenement seems to have suffered a reduction from 52 to around 40 acres.¹³ Moreover, the rents from the property that he finally willed to his sons were reserved for at least four years to pay his debts.¹⁴

Some of this estate came down to Locke even prior to his father's will (made in 1660). The 1656 Indenture (partially described above), was made between Locke and his father, and constituted an agreement between them concerning the leasehold properties (P1) to (P6) (granted by Popham), and the freehold property (F) (passed on by Nicholas Locke).

Part of the background to this indenture is that though Nicholas Locke willed that his son John Locke the elder should have the interest in (F), Feare's tenement, he further willed that his grandson Thomas, should hold it "for life under ancient and accustomed rent ... after he hath attained age of 25" (i.e. 9 August 1662).¹⁵ Moreover, in the indenture, John Locke the elder ("for diverse good causes and considerations him thereunto especially moving") granted to his son John all of (P1) to (P6) from 11 August 1658 unless his other son, Thomas, in the period of two days between then and his twenty-first birthday (9 August 1658) surrendered to his brother, his future interest in (F).

In the absence of any other information it is not clear what "especially moving considerations" led Locke's father to do this -- perhaps something to do with debt? It is not clear either what inducement

there might have been for Thomas to make this surrender, but he does seem to have done so. For, given that various parts of (P1) to (P6) (together with (P7) to (P11)) were later willed to the brothers John and Thomas by their father, it looks as though John did not hold them during his father's lifetime and so came into the freehold possession of (F) in the summer of 1658.

In his will of December 1660 John Locke the elder, who died early in 1661, left some of what he described as the leasehold property from the Popham grant to his son John -- specifically "the House Stable and Backside now in the holding of Anne Hopkins widow and my part in a ground called the Common Mead, and one ground called Henlies Grove". But this bequest did not exhaust the whole of the estate whose lease had been granted in 1650; and "All the rest of the said Tenements and Lands in the Parish of Publoe aforesaid to me granted by Alexander Popham Esq" were willed to Locke's younger brother Thomas.¹⁶

In effect, the tenements and lands willed to Thomas were (P7)-(P11). For the document of 28 March 1664 in which, as described above, these are listed, is in fact a deed of sale of them to Locke; the circumstances of the sale being that between late November 1663 and early February 1664 Thomas died and his widow Dorothy (later Mrs. Robert Taunton) sold the interest in her late husband's inheritance to her brother-in-law.¹⁷ The price for this leasehold is variously recorded as £220, and £210.¹⁸

The last two of the three items left to Locke are obviously (P6) and (P5). But there is a puzzle about the first. Locke's father's will clearly implies that it was part of the original Popham grant, and, given this, it must be either (P1)/(P7), the Lighthouse or Buckhill house, or one of the houses (P8) and (P11). Indeed, as we have seen, in 1650 (P11) was "in the occupation" of Locke's father and Lison Hopkin, his assignee, and it would be easy to imagine that in 1660 when Locke's father made his will Anne Hopkins was Lison Hopkins' widow. But (P11) (along with (P7) and (P8)) was willed to Thomas (as in the list (P7)-(P11)), and later bought by Locke from his sister-in-law. It will be referred to below as (P?).¹⁹

So by 1664 John Locke owned the lifeleasehold Popham granted his father of (P1)-(P11) (including (P?)) -- what he came to refer to as "my estate in Publow" -- and also the freehold of (F) which his grandfather had originally bought from John Feare -- what he came to refer to as "my estate in Beluton". But there were further properties -- described as "tenements and lands in St. Thomas" - which (there is no reason to think otherwise) he also derived from his father, but of which there is no record of a formal passing on.

These properties can be found listed in three papers, endorsed "Survey 60", "Ap 65", "Survey 65".²⁰ Having listed the various parts of (F), they go on to list "tenements and grounds in grant", items which are clearly different from those of (P). The three lists, and other similar lists, have some but not all items in common; and they have items which, like the leasehold properties (A), (B), and (C), seem to disappear from the record. (Perhaps their term expired on the death of Locke's father.)

Of the properties in this group, (ST), whose later history can be traced, and whose freehold was owned by Locke, there are

(ST1) "Old Down";²¹

(ST2) "two grounds cald the Nineworthys";²²

(ST3) Summers'/Kent's tenement;²³

(ST4) Potters House;²⁴

(ST5) Gardiners tenement;²⁵

(ST6) "Lockiers ... Tenemt".²⁶

According to the *New Oxford Dictionary of National Biography*, what John Locke the elder left to his sons was "the residue of his much depleted estate".²⁷ No details are given about this "depletion", and perhaps the remark is simply echoing Lady Masham's report that Locke's father "inherited from his Father a much better Estate than he left ... his Son". This report must have come from Locke himself, but it is not easy to see what lay behind it. We have seen that his father's fortunes do seem to have suffered some set-back, but on the basis of the available evidence it is certainly not obvious (though it may still be true for all that) that the estate Locke came by, of (P), (F), and (ST), is a "residue of a much depleted estate" and "much" worse than that which came down to his father, larger though that does seem to have been.

Before trying to locate these properties and to trace Locke's transactions concerning them it will be as well to see something in general of the different ways in which he rented them out.²⁸ In the east and the midlands, English landlords tended to let their land either on annual tenancies "at will", or granted leases for a fixed term of years (normally not more than twenty-one); in both these cases they charged a "rack-rent", a sum equivalent or nearly so to the annual value of the land. In the western counties such as Somerset, however, landlords also let their property on lifeleasehold - typically for the lives of three named individuals, or for a term of 99 years (or some such) determinable on three

named lives. Leases of this sort were sold for a lump sum (known as a "fine")²⁹ and then required payment of a small annual rent (known as "reserved rent", "lord's rent", "chief rent", "old rent", "high rent", "head rent", "conventional rent"), of an amount much less than the annual value of the land.³⁰ Further, renewing, "fines" might be paid as names died or "dropped" from a lease, or in substitution of one name for another.

The rate for a "fine" for a new lease of 99 years determinable on three lives was (it has been estimated) roughly, twelve to fourteen "years' purchase", i.e. twelve to fourteen times the annual value of the property; six to seven years' purchase for adding two new lives to a lease with only one remaining, two years for adding one.³¹ In 1693 Locke's agent reported to him that "A years purchase for A life" was the rate for changing an already existing life.³² (The following year he changed three existing lives for about two year's purchase.)³³ The "lord's" or "old" rent associated with a lifelease might be two or three percent of the annual value of the property.³⁴ Locke dealt with his property in all three of these ways.³⁵ The property, (P1) to (P11), which Alexander Popham granted to Locke's father was initially held on a lifelease of 99 years determinable on his and his two sons' lives, and Locke followed what was not an uncommon practice (at least in the previous century) of selling subleases on the same property. Such subleases would appear to have run the risk (particularly after the death of his father and brother) of the expiry of the head lease and the reversion of the property to the Pophams; as a study of the century previous to Locke comments, "It is difficult to see what legal status ... sub-tenancies had ... [but] there must have been some security of tenure".³⁶ No doubt practices varied from place to place; sometimes, perhaps, sub-tenants were allowed to remain after the expiry of a head-lease, or perhaps the risk of eviction was reflected in the sizes of the "fine" and the "lord's rent".³⁷

POPHAM'S GRANT OF THE "ESTATE IN PUBLLOW"

Locke referred to the property he had come by under the Popham grant, (P), as his "estate in Publow".¹ There is some uncertainty about (P?), "the House Stable and Backside ... in the holding [in 1660] of Anne Hopkins", but there are records from 1665 of Anne Hopkins renting what is presumably the same "House Stable and Backside".² In 1665 she also rented Common Mead (P6), and from then on Hopkins' house is (at any rate until at least 1674) always mentioned in tandem with it.³ She was in the house until 1671. **[A]** From Lady Day 1672 the house (now being called the Stag's Head)⁴ was occupied (along with Common Mead) by Elinor Locke, the widow since 1663 of Locke's Uncle Edward.⁵ In 1674 a sublease on the house was sold to William Gullock, Elinor Locke's son by an earlier marriage.⁶ **[B]**

Common Mead (P6) [C] is described in detail in a memorandum dated 1 April 1664: "Common Mead. Catlys mearstone [i.e. boundary stone] lyes by the dike neare a withy not far from the most Westerne of the Ashes in the next ground[,] the other lies about 60 paces from it Southward something inclining to the East Just between a little Ash near the River in the opposite hedg. Popes mearstones are 2 at the lower end about 10 foot asunder. There are 2 others in the middle and 2 at the upper end one just in the Corner and the other 12 yards and half from it towards the Church, that next the Church has his opposite stone just between it and a great Ash in the opposite hedg".⁷

It is possible to go some way towards identifying and locating this piece of land, and other of Locke's property, by use of the early nineteenth-century nation-wide Tithe Survey which mapped and documented the property in each parish or tithe district. The small market town of Pensford, where much of (P) was located, was (both in Locke's time and that of the survey) partly in the parish of Publow (a small village to the northeast of Pensford), and partly in that of the now defunct "St. Thomas in Pensford". The hamlet of Belluton (just up the hill to the north of Pensford), where (F) was situated, was in the parish of Stanton Drew (whose survey included "the parish or Hamlet of St. Thomas in Pensford"). The relevant Tithe Maps (Figs. 2 and 3) (with their related descriptive apportionments). are in the National Archives at Kew, with contemporary copies in the Somerset Record Office in Taunton.⁸ This resource has to be used with some care of course, since roads, and field names and their patterns may well have changed over the two hundred years between Locke's birth and the time of the survey.⁹ But some identifications can still plausibly be made.

To begin with, on the basis of Locke's description of it as near "the River" and "the Church") it seems clear that his "Common Mead" is to be identified with (at least part of) the "Common Mead" of PT98(B), on the other side of the river Chew from Publow parish church (located around Ordnance Survey ST 622641). Further support for this can be built up from Locke's father's mention in his will not simply of Common Mead, but of "my part" in it. This reflected the fact that there was "a little slip", "a little parcell of meadow lying in the Common Mead neare Publow Church which was not included in

Popham's grant to Locke's father.¹⁰ Whether or not his father ever rented this strip, Locke himself did. **[D]** It surely survived as PT97(B), a narrow unenclosed part of PT98(B).

The Tithe Survey suggests nothing about the possible identity of (P?) "the Stag's Head" (the house occupied by Anne Hopkins in 1660), nor (beyond recording a number of fields with "Grove" in the name) about that of the third item from the Popham grant which Locke's father willed to him, the ten acre Henleys Grove (P5). **[E]**

Besides the property from the Popham grant which his father willed him, Locke also acquired, by purchase from his brother's widow, (P7)-(P11), in particular (P1)/(P7), The Lighthouse or Buckhill, described as "a very small house".¹¹ He noted in a memorandum dated 2 April 1664 that he had just "taken possession of Buckhill howse in the name of the whole", and on that same day he renewed his brother's agreement with the existing tenant.¹² The Tithe Survey records various pieces of land in Publow parish called "Bookhill" (PT201(B), PT202(B), PT203(B), PT204(B)), all in the region of OS ST625637, and an earlier map shows a homestead in one of them (PT204(B), "Bookhill Home Mead").¹³ If this is Buckhill house then perhaps the other pieces relate to (P2), (P3), (P4), i.e. to some of the land described at (P7), for certainly they all, except for PT204(B), were owned by the Pophams at the time of the survey. Some reason for locating Buckhill House in PT204(B) is given by the fact that PT204(B) is very close to one end of Common Mead which was described as "the hom[e] living"¹⁴ and which often had the same tenant as Buckhill House. **[F]**
Presumably part of the 37 acres "belonging" (as in (P7)) to Buckhill house was the ten acres of two adjoining closes of the Great and the Little Buckfurlong (P4). **[G]**

The five acre Newtinings (P9) was another of the items of the Popham grant whose head-lease Locke bought from his brother's widow. There is little to go on to locate it. The Tithe Survey records half a dozen "Tinings" (fenced enclosures). PT106(B), of approximately six and half acres is near Buckhill PT204(B). Newtinings (often just "the Tining") typically appears in tandem with "the Paddocks", an adjacent piece of land, whose relation to it is described in a memo Locke made on 28 March 1664: "E[linor] Locke said that the ground in the Tining was measured [...] about a yeare after her marriage with Ed[ward] Locke and two merestones set up and foot for foot allowed for the ground adjoining to the Orchard and one strip of ground in the Padocks and five yeares after separated by a hedg and ditch".¹⁵ A few days later Locke noted that he had just "Taken possession of the Tineings", which he had bought from his sister-in-law. "At the same time", he recorded, he had "let the upper part newly enclosed to E. Locke for 30s p. annum to end at L[ady] Day next".¹⁶ **[H]**

Some furze and underwood "in Sideham Broad oak and Whitley gate" (P10) was a further item in Locke's purchase from his sister-in-law. "Whitley" occurs twice in the Tithe Survey as the name of two adjacent pastures located around OS ST623623, just south of Whitley Batts (nearly 5 acres at PT148(E); a little over three acres at PT150(E)). "Sideham" occurs as the name of another pasture, something over half a mile north, just to the east of Broadoak Farm (OS ST617630) on the road from Pensford to Stanton Wick (16.5 acres at PT58(D)). **[I]**

FEARE'S TENEMENT, "MY ESTATE IN BELTON"¹

(F) was a major item of freehold property which came down to Locke from his father. His grandfather's will spoke only of "a messuage or tenement in Belluton", and it is not clear just what it consisted of when it came into Locke's hands in 1658. According to surveys dating from the early 1660s, it consisted of around 40 acres of land, with an annual value of around £31, and a capital worth of £635.² An undated but earlier survey measured it at over 52 acres.³

In more detail, and according to a survey dated 1660, it consisted of

(F1) One and a half acres of "Howses Backside and Orchard" (yearly value £3);⁴

(F2) two and a half acres "At Carisbrooke on the East side of the way" (yearly value £2);⁵

(F3) "Sawtry", six and a half acres (yearly value £4.10s).⁶

Elsewhere these six and a half acres are simply referred to as "West of Carisbrooke";⁷

(F4) seven acres of "Great Ricfurlong and the mead" (yearly value £6);⁸

(F5) two acres of "Little Ricfurlong" (yearly value £1.10s);⁹

(F6) over one acre "Gaston" (yearly value £1.10);¹⁰

(F7) two acres at "Bymill Mead" (yearly value £2);¹¹

(F8) "One close arab" of one acre (yearly value 10s);¹²

(F9) five acres at "Teacre" (yearly value £2);¹³
(F10) "Mead there", three-quarters acre (yearly value 13s.4d);¹⁴
(F11) two acres at "Hummerbrooke" (yearly value £1.10s);¹⁵
(F12) a half acre "Mead" (yearly value 10s);¹⁶
(F13) in various pieces "in the West field" (3.5 acres) and "in the East field" (6.5 acres, yearly value £3);¹⁷
(F14) "Friars Mead" or "Monks Mead", two acres (yearly value £3);¹⁸
(F15) "A little plot in Tho. Fifetts mead" (yearly value 2s.6d).¹⁹ [J]

In 1667 Locke exchanged (F6), the one acre "Gaston", and "one piece of field ground in the West field about half an acre, and one little corner of pasture ground in [or "at"] Amercombe about two perch", with John Evans for "one piece of meadow or pasture ground cald Little Ric Furlong contayning by estimation one acre be it more or less and one piece of pasture or field ground cald Bustors Pits contayning by estimation one acre be it more or less".²⁰ The tithe survey (SDT34(A), at OS ST617649) records "Amercombe cottage and premises" (nearly one and three quarter acres); the cottage is named on the OS Old Series one-inch map. Adjacent to it and, still outlined on the OS Explorer map, are SDT21(A), "Ammercombe pasture" (nearly eight acres), and SDT38(A) "Ammercombe pasture" (nearly four and a quarter acres).

(F6) is not the only property in the 1660 list to disappear from view. (F12) and (F14) are missing from an almost identical 1665 survey,²¹ and others (e.g. (F2), (F3), (F4), (F5), (F6), (F7), (F8), (F9), (F10), (F12), (F15)) are not visible in later rent rolls. One reason behind at least some of this is that a large part of (F) was rented out en bloc to one longstanding tenant.²² Another is possibly that, even after the exchanges with Evans, this estate was evidently not physically well-organised - at one point Locke requested his agent to "view all the parcels of land belonging to the tenement at Belton often, for that some of them being mixed in amongst others may else be in danger to be lost".²³

It is apparent from (F1) that, besides the land listed above, Feare's tenement had a house, referred to as "Beluton House" associated with it.²⁴ This house is of particular interest in that it is where Locke and his parents lived, at least for some of his early years.

According to his Victorian biographer, Henry Fox Bourne, writing in 1876, Locke lived at least during his earliest years in Pensford, in a "house which belonged to old Nicholas Locke until his death in 1648, but which seems to have been long previously occupied by his son [John], [and which] was situated in the eastern part of the village [on the east side of the Bristol-Shepton Mallet road], with a field that is still known as Locke's Mead in its rear. It was thus in Publow parish, although in Pensford village".²⁵

As described earlier, at Nicholas's death his son John already "held by grant" from him some leasehold "tenements and grounds in the parish of Publow" ((A), (B), (C)); and there is no reason to think that, both before and after his marriage to Agnes and the birth of their son, he did not live in Pensford in one of these. It is unfortunate, though, that Bourne's statement that Nicholas Locke's Pensford house, which was lived in by his son John, had behind it a field "still known" (in 1876) as Locke's Mead gets no support from the Publow parish tithe survey of 1839 which shows no field of that name in Pensford.²⁶

But besides (A), (B), or (C), there are two other possibilities for an infant home for Locke in Pensford: namely the dwellings (P8) and (P11) which were owned, not by Nicholas Locke, but by Alexander Popham and of which he gave Locke's father the lease in 1650. At that time they were already described as being "of" and "in the occupation of" John Locke the elder.

According to Cranston's 1957 biography, however, Locke and his parents lived, from immediately after his birth in Wrington, at "Belluton, the house which Nicholas Locke had bought at Pensford when he first came to Somerset".²⁷ The reference here is obviously to (F1), the house associated with Feare's tenement. Whether or not they were there from the very outset there is some reason to think that Locke and his parents did at any rate later live in this house: a memorandum dated 30 March 1664 recorded that Robert Haroll "acknowledged those things of mine to be in Beluton house one Clothes rack one Clothes press a Table bord in the Kitchen, a Salting board".²⁸

"Beluton house" was evidently a sizeable house, paying chimney tax for three hearths.²⁹ Described as "ly[ing] near the roade", and as being "next the Highway", it seems to have been built on something of a slope.³⁰

At least at the time of the Tithe Survey there were two roads through Belluton to Bristol: one running northwards from Pensford, one running east from Chew Magna. The first of these (the present A37) has "next it" one sizeable house, gardens, and orchard (SDT125(B), at OS ST617644). The other road to Bristol (the present B3130) has, judging by the survey, two possibilities on it for Locke's "Beluton house".

The first of these, on the left hand side, is SDT49(B) (OS ST613645), a three-quarter acre "House and Garden". Adjacent to the end of the garden, SDT49(B), and to the road is SDT47(B), five acres of pasture called "Lock's Mead", and adjacent to the side of the garden away from the road is SDT50(B), just over one acre of orchard. The house and garden of SDT49(B) plus the orchard amount to just under two acres, not a long way from the one and half acres of (F1). The early nineteenth-century house now on the site has adjacent to it a small cottage, known locally as "Locke's Cottage", and said by English Heritage's Listed Buildings Online to be "early C17, altered mid C19" and "[s]trongly reputed to have been the home of John Locke".³¹ It is evidently SDT49(B) that Cranston is speaking of when he says that Locke's house at Belluton was a "Tudor farmhouse ... entirely rebuilt since Locke's time, and only some parts of an adjacent cottage remain of the original buildings".³² The Tithe Survey describes SDT49(B) simply as "House", giving it no name. However the 1887 (1:10560) OS map records it as "Belluton House", and it carries that name today. The tithe map, however, offers another possibility for (F1), Locke's "Beluton house"; and this is the house of SDT121(B) (at OS ST613644), on the other side of the road from SDT49(B). The tithe map and the 1887 OS both record this as "Belton House", and there some reason can be given for supposing that this is Locke's "Beluton house". His house was described as having a "furthest feild on the left hand of the Road that Leads towards Bristol".³³ Doesn't this imply that this field, which we might suppose became "Lock's Mead" of SDT47(B), was on the other side of the road from the house? - in which case the house must be SDT121(B) rather than SDT47(B). The fact that the house of (F1) had adjacent to it some land referred to as "the Home-close" is further support for this.³⁴ Two of the "Home Field"s recorded as such in the tithe survey, SDT670(F) (just over five acres near Stanton Drew, OS ST595633), SDT350(D) (ten acres south of Pensford, OS ST619629) are hardly "next" either of the possibilities for the house of (F1). But "Home Field" (SDT133(B), SDT134(B), four acres) is adjacent to the house and land of SDT121(B).

It is curious that the 1887 OS map should have been able formally to record, in very close proximity, both a "Belluton House" (at SDT121(B)) and a "Belton House" (at SDT47(B)), since the word "Belton" appears just to reflect the local pronunciation of "Belluton". But, whatever the case about that, it is not clear that any inference can be made from the fact that Locke referred to his house as "Beluton house". On the face of it this might seem to point to "Belluton House" (at SDT121(B)) rather than to "Belton House" (at SDT121(B)), but Locke also referred to his "estate in Belton", signed himself on occasion as "John Locke of Belton", and spoke in his will of "Beluton alias Belton".³⁵ According to English Heritage, however, the house at SDT121(B) was initially "[p]robably C18". (It was "remodelled mid C19", which was perhaps when its name changed from "Belton House" to the present "The Grange").³⁶ This would make it, unlike the "early C17" SDT47(B), too late to be the "Beluton house" of (F1).

A document dated April 1665 records Feare's tenement as "in hand", but by early 1664 the house and its grounds and what must have been a good proportion of the lands (F2) to (F15) (though not including (F11), nor (F13) or (F14) (see [East field and West field](#), [Hummerbrooke](#), and [Friar's Mead](#), below)), was, described simply as "Beluton", rack-rented out.³⁷ **[K]**

The two and a half acres at (F2) [Carisbrooke](#) were described as being "east of Carisbrooke" and as "on the east side of the way". Associated with this land, and "West of Carisbrooke", were the further six and a half acres of [Sawtry](#) (F3): "The ground at Casebrook is Caled as they say by the name of Satry they say it is but one ground that the brook runeth thorow soe that it is yours [i.e. Locke's] on both sids of the brook".³⁸ The tithe survey records adjacent fields called "Gravesbrook" (SDT14(A), four and quarter acres) and "Cavesbrook" (SDT15(A), one and a half acres); but (around OS ST617653) they are on the west side of the nearby "way", the road to Bristol, and there is no brook running through them. A very likely location for (F2) and (F3) is in the area of what the OS Landranger map records as "Cottles" (ST622622). The farm here, PT301(A), recorded on the OS Old Series one-inch map as "Caersbrook Farm", has been known also as "Carsbrook", and the nearby brook as "Casebrook".³⁹ If this is the brook that "runeth through" between (F2) and (F3) (in a north-south direction) then "the way" on the east side of which (F2) and (F3) lay would have been what is now the narrow road running north from the Belluton-Publow road, past Cottles farm.

Presumably (F2), (F3), and (F4) were part of the estate first let to Haroll simply as "Beluton" and eventually leased to John Veale. Neither Locke's papers nor the later tithe survey offer any suggestions as to their location. (F4), Great Ricfurlong, was said to be joined on its north side by the two acres of Amercome.⁴⁰ (F3) provided more income for Locke by virtue of the coal mining that took place there (see below).

(F5) Little Ricfurlong, was evidently adjacent to the "East Field" of (F13). It was either rented by Haroll as part of the Belluton estate or leased by him along with (F13) (see East field below).

(F6) Gaston: The survey records Pool Garton Pasture (SDT128(B)/129(B)) and, close by, Long Garston Pasture (SDT138(B)/139(B)), both about five acres and located around OS ST61564644, just south of the junction of the present B3130 and A37 roads at Belluton.

(F7) Bymill Mead: The modern OS Landranger map still marks "Byemills Farm" (ST609638) where the tithe survey recorded "Bye Mill and Yard" (SDT251(C)), and perhaps the two acres of Locke's "Bymill mead" were in this vicinity. In this same area the survey certainly recorded a near-acre of pasture called "Bye Mill" (SDT249(C)), and eight and a half acres of "Bye Mill Ground" (SDT252(C)). A fifth of a mile away to the north-east, closer to Pensford, are three and half acres of "Mill Mead" pasture (SDT230(D)), and close to what was possibly another mill, at Stanton Drew, are four acres of "Mill Mead" (SDT666(F)). (In Publow parish, and well over a mile to the south of Belluton, there are three other Mill Meads (PT154(E), around OS ST628625; PT186(C), around OS ST635645; and PT191(C), adjacent to PT186(C).))

The five acres of (F9), Teacre (or "teker"), were "by the wayside that goeth down to Stanton".⁴¹ Locke's tenants at Belluton House, such as John Veale, found it easier to get into this land through property belonging to one John Mills, but because of Mills' objections to this Locke was advised by his agent that he should arrange to improve and "make the way better then it is out of the hieway".⁴² It is not clear, however, whether this "hie way", also referred to as "Belton Streate", is one and the same as the way "that goeth down to Stanton".⁴³ There is no "Teacre" as such in the tithe survey, but there are two "Two Acres" (SDT333(E), SDT336(E)), neighbouring two and a quarter acre fields around OS ST614625; either, particularly the latter, could have been next to some route down to Stanton Wick. There are two "Three Acres": SDT322(E) of just over three acres, in the near vicinity of SDT333(E) and SDT336(E); and SDT655(F) of just under three acres and still marked on the OS Explorer map, centred around ST594630, and with one end adjacent to an 1836 way from Chew Magna to Stanton Drew. There are two "Ten Acres": SDT268(D) of ten and a quarter acres and still marked on the Explorer Map, centered around ST614634, and alongside a way from Pensford to Stanton Drew; and SDT393(E) of just over ten acres, centred around ST615614, and conceivably near a way to Stanton Wick.

But perhaps a better bet than any of these is offered by two adjacent fields recorded in the survey as "Teager" (SDT96(C)/97(C), over seven acres in total), and "Part of Teager" (SDT97(C), one and a quarter acres). The southeasterly end of these narrow fields lies near Byemill (see above) and where there might well have been a track to Stanton Drew; the northwesterly end abuts what would have been the main route from Belluton to Chew Magna (the present B3130).

Unlike much else of Feare's tenement, the two acres of Hummerbrooke (F11) was not tenanted by Haroll. At least from 1664 Benjamin Smith had them on a lease for lives with an old rent of 6s p.a.⁴⁴ [L] Hummerbrooke was described as being in St. Thomas and the tithe survey records "Hummerbrook" in four places: at SDT84(C) (one and a half acres), SDT74(C) (nearly an acre), SDT83(C) (over an acre), and SDT94(C) (over six acres). All of these fields are near, and three are adjacent to the brook which runs down from Hammerhill (Hummerhill?) towards the Chew, as it crosses with the B3130 to Chew Magna, one and half miles from Belluton. Though there is no sign of it on the tithe map, the OS Old Series one-inch map records 'Hummerbrook House' at the corner of the way down to Byemill from what is now the B31230.

(F13) East field and West field. In 1665 the land in the east field was described as consisting of three pieces (of four, two, and half an acre).⁴⁵ It seems quite possible that the east field, being next to the house, was also known as "Beluton field".

Quite possibly the third piece was that for which a memo dated 13 April 1666 records Locke's receiving 17s.6d from Benjamin Smith as "the remains of the fine for the half acre in Beluton field, and granted it to him for his own and Samuel Parson's life the sonne of Wm. Peyton of Dundry under yearly rent of 2d".⁴⁶

Quite possibly the first two pieces were the estimated six acres of "the new tyning in the East Field" for which in April 1667 Locke sold Robert Haroll a ninety-nine year lease determinable on his life. [M] This enclosed tining was described as "the home-close" and said to be "soe neare the house".⁴⁷ Two "Home Field"s in the tithe survey (SDT670(F), just over five acres near Stanton Drew; and

SDT350(D), ten acres south of Pensford) are hardly "neare the house" of (F1) - if that is SDT121(B). But "Home Field" (SDT133(B)/134(B), four acres) is adjacent to the house and land of SDT121(B).

In 1660 the two acres of Friar's Mead (F14) was let to John Maggs for 50s p.a., on the understanding that every load of hay he took out of it would be replaced by five loads of dung.⁴⁸ He may, or may not, have been the "Mr J. Maggs" who was paying that rent from 1664 until 1667.⁴⁹ But by 1668 and through to 1670 the tenant, at the same rate, was Robert Haroll.⁵⁰

"TENEMENTS AND GROUNDS IN ST. THOMAS"¹

Besides (P) and (F), "those two estates of mine in Publoe and Belton", Locke had a freehold interest, whose origin is obscure, in (ST), some "Tenements and grounds in St. Thomas" (that part of Pensford which did not fall into Publow parish).

One of these grounds, Old Down (ST1), was listed in 1665 as "in hand", valued at £3 p.a. and worth £60 if sold.² [N] The tithe survey records six fields with the name "Old Down".³ They form a group in the area along the way to Stanton Drew where the modern OS Explorer map still refers to "Old Down" (OS ST613635).

(ST2) Nineworthys (or "the grove") is a freehold property. It figures in a survey of 1660 and in later documents, which leave unanswered how Locke came by it.⁴ He counted it as part of "the estate I have in Belton", but it is hardly obvious that it was part of the original Feare's tenement.⁵ It is, however, possible to locate it with some certainty. For a start, Nineworthys was said to be "lying by Sideham" and the tithe survey records a "Nineworthys" pasture (SDT275(D)), (just south of Pensford at OS ST618633), adjacent to a common called "Sideham" (PT58(D)).⁶ Furthermore, SDT275(D) lies, just south of Pensford, on the east side of the way to Stanton Wick and this relates well to the fact that, because Locke's Nineworthys was "on the othe[r] side of the [unspecified] high way" from the bulk of Locke's Beluton property, St. Thomas parish tax collectors claimed it belonged with them and not with Stanton Drew.⁷

So, at just over one acre it could well be that SDT275(D) is part of the five acres of the "2 grounds cald the Nineworthys", valued at £4 p.a., and of which Captain Burges was the tenant in 1660.⁸ [O]

Possibly the freehold properties (ST3)-(ST6) somehow relate to (A), (B), and (C) (see above), which Locke's father inherited from Nicholas Locke. Possibly, too, they are what a 1660 survey records as "An howse and backside" (value £3 p.a.) and "Three cottages in Pensford" (total value £3 p.a.).⁹ Their histories are difficult to untangle at times because members of the Floury family were tenants of three of them. There is nothing to go on to determine their location. [P]

On Locke's death the leasehold property (P) which had originally been granted his father would have reverted to the Pophams. This left the freehold property listed in a document endorsed by Peter King "Particulars and values of the Lands descended to me and Peter Stratton as Copartners which I had from Mr Lyde":¹⁰ (ST1), leased by widow Haroll; (ST2) rack-rented by William Gullock; (ST3), leased by George Horwood; (ST4), leased by James Casse; (ST5), leased by Elizabeth Hopkins; (F11), leased by Benjamin Smith; and the remainder of (F), rack-rented by John Veale. Though the document does not mention the fact, that last item had already been settled on Peter Stratton by an agreement Locke had come to with William Stratton in 1687.¹¹ The details of the document are not easy to follow, but it would seem that King, with Stratton, sold all of this freehold (which in 1665 he had valued at £872)¹² to Benjamin Branch for £615 ("£600 and 15 broad pieces").

COAL MINING

Coal mining was a feature of the Pensford area and Locke received some income from his property by virtue of it.¹ There was mining in three places on his land. One was (F2)/(F3), "the ground at Casebrook ... Calcd as they say by the name of Satry [i.e. Sawtry]", for which in 1680 "Mark Heale and his partners" (William Cottrell, William Hedges, Richard Chancellor) sought "Articles ... of the agreement and a bond of performance on each side".² Locke wanted as part of the seven-year agreement that he would appoint, and the partners would pay for, a third party to sell the coal -- a condition that Heale was reluctant to accept, but one which he thought was born of Locke's already having "bean knaveishly dealt with and therfor ... mistrustfull" in connection with coal mining.³ After half a dozen years the venture petered out, but for each of two or three or them it yielded Locke £1.3s.⁴

The knavish dealings Heale was thinking of were in connection with the mining which had started some years earlier, elsewhere on Locke's property, at (F5)/(F13), when, in November 1671, Locke

granted Edward Taylor "the Cole works in little furlong and tining for 7 years at 3s.6d per librum in the furlong and 2s in the tining".⁵ Locke's rent-rolls usually make no mention of this source of income, but according to one rare entry £1.13s.8d was due on Lady Day 1672 from the coalworks.⁶ Indeed, towards the end of 1674 Locke questioned Peter Locke regarding what Taylor had been doing "in the Coleworks at Beluton". "I have received noething since August [16]73" he commented.⁷ In fact Taylor was still mining, and, claiming that he was paying Haroll the lord's rent (for (F13)) and 6d per week for the privilege, he continued digging for coal after the expiry of his lease in 1678.⁸ This "knavish dealing" was compounded by his not reinstating the ground by filling in the mine, as his lease had required.⁹ However, as Stratton pointed out, there was still about £40 worth of coal in Locke's land, coal which would be lost if the pits were filled.¹⁰ Indeed, in 1681 Mark Heale and his partners wanted to take over Taylor's workings to get this coal.¹¹ The workings appear now to have involved only one usable pit, and so presented some problem of ventilation, and it was perhaps for this reason that Heale never embarked on the venture.¹² In 1683 Jo. Hedges and others expressed interest in trying their hand, but this too (which held out to Locke the prospect of receiving a tenth of the yield) seems to have come to nothing.¹³ There was of course the risk for Locke that if others took over from Taylor it would be harder still to keep him to his obligation to reinstate the land.¹⁴ But this proved impossible anyway. John Veale, the tenant of the land in 1694, complained that the unfilled ground was dangerous and, Stratton informed Locke, "If his cattell should miscarry he will expeckt satisfacktion from you". Though it was still Taylor's duty "to fill them up ... he is soe poore that I thinke he is but one step above the parishes Releife, and know not how to have it don by him". Stratton's advice was that it should be done at Locke's own cost, and two years later Veale was disbursed 5s for doing some of the work.¹⁵ Mining also began on part of Locke's leasehold estate when in 1691 agents for the landlord, Popham, began "coal-work" in the Newtinings, (P9). Locke's friend and legal advisor, Edward Clarke, thought this "is and will be to your damage" but did not know just what to advise until he had looked at the lease granted by Popham.¹⁶ In the event, digging did not last more than a few months and there was an expression of "a readiness to make a reasonable satisfaction for any damage you or your tenants have sustained".¹⁷

NOTES

The following abbreviations are used: dB: de Beer; L: Locke's correspondence as enumerated in dB; Moger: Webb and Jones; NA: National Archives, Kew.

Unless indicated otherwise (e.g. NA), all manuscripts are from the Bodleian Library, Oxford.

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Extra material, signalled in the text by bold square bracketed letters, e.g. **[A]**, **[B]**, is to be found on the Society's website at [htm](#)

1. Woolhouse 2008

Locke's Inheritance

1. Masham, 171.
2. Moger, 552.
3. Masham, 171.
4. King, 2 (L110).
5. L43.
6. dB, vol. 1, 60. For the Popham family see Janes, 4-6.
7. MS Locke c.25, fol. 6.
8. Locke had the Identure or documents associated with it in his possession for some years, as is clear from various references to it in his papers: "J. Locke's lease: 1650. A. Popham granted to J. Locke amongst other things the tining without any exception" (MS Locke f.12, p. 1); "Memo ... 2 Ap 64 left with Mr Strachey in a black box sealed A. Popham's lease to my father" (MS Locke f.12, p. 3); "Memo 66: J. Strachey. Left with him Apr. 24 my lease of Buckhill." (MS Locke f.12, p. 8); 1 March 1680 "My uncle Locke restored me a black box wherein was A. Popham's lease of Buckhill to my

father" (MS Locke f.4, p. 22).

9. Cranston, 79, n.4 is mistaken that Locke's father bought (rather than was given) the lease.
10. MS Locke b.5/1.
11. MS Locke b.5/2.
12. MS Locke c.26, fol. 32, see also fol. 39.
13. MSS Locke c.26, fol. 6r, f.12, p. 5.
14. MS Locke c.25, fol. 6; also Moger, 554. The 1664 payment of £3 Locke made to Thomas Watts was perhaps in this connection (MS Locke c.26, fol. 20rv).
15. Moger, 552.
16. MS Locke c.25, fol. 6; also Moger, 554.
17. Thomas' will is at Moger, 552-3 (according to Bourne, vol. 1, 82, the will is that of Locke's uncle Thomas); MS Locke b.5/2.
18. MSS Locke b.5/2, c.26, fol. 17.
19. If the house was in fact not part of the original Popham grant of (P1)-(P11), could it have been one of (A), (B), or (C), the leases of which were willed to Locke's father by Nicholas Locke?
20. MSS Locke c.26, fol. 9r; c.26, fol. 34r; f.12, pp. 5-6. See also c.26, fols. 14, 32r, 39r.
21. MSS Locke f.12, p. 6, c.26, fol. 34.
22. MS Locke c.26, fol. 9r.
23. MSS Locke c.26, fol. 34, f.12, p. 5.
24. MSS Locke c.26, fol. 52r, f.12, p. 8, NA PRO 30/24/47/30, fol.11v.
25. MSS Locke c.26, fols. 32, 34, f.12, p. 5.
26. MS Locke c.26, fol. 32r.
27. Milton 2004, 217b.
28. For what follows I am indebted to Clay.
29. L767, MS Locke c.26, fol. 74r; L1282 talks of selling the property instead of selling the lease.
30. The terms, the first five of which can be found in Locke's papers (L848, L895, L936, L952, L954, L1282, L1283, MSS Locke c.26, fol. 73v, c.19, fol. 1), varied from district to district.
31. Clay, 89.
32. MS Locke c.19, fol. 81 (L1669).
33. L1812.
34. Clay, 85.
35. Some documents are quite explicit about some of the distinctions between them (L952, L954, L1871, MS Locke c.26, fols. 70, 74). Estimates of Locke's income from his property (Kelly, vol. 1, 101, Milton and Milton, 5, n.3) ignore the fact that some of his rents were minimal "old" rents and that in these cases he also had income from selling leases for "fines".
36. Harrison, 88.
37. I am grateful to David Stead for discussion of the issue.

Popham's grant of the "Estate in Publow"

1. L952, L2230, L2236.
2. MS Locke f.12, p. 6.
3. MS Locke f.12, pp. 242-3, 240-1, 238-9, 236-7, 234-5, 232-3, 230-1, 228-9, 18, NA PRO 30/24/47/30, fol. 11.
4. L293, L936, MS Locke f.13, p. 26.
5. MS Locke f.12, pp. 18, 226-7.
6. MS Locke f.13, pp. 25-6, 27, L936, L2679.
7. MS Locke f.12, p. 2.
8. Map and Apportionment: Publow (1839) NA IR 30/30/346, IR 29/30/346, (copies in Somerset Record Office D/D/Rt 112; much of this, including the map, is reproduced in Janes, 31-89); Stanton Drew (with St. Thomas in Pensford) (1842) NA IR 30/30/384, NA IR 29/30/384, (copies in Somerset Record Office D/D/Rt 411). In what follows, reference to some specific tithe item will be of the form PT97(B) (Publow tithe map item 97 - which can be found on map PT(B) on the website) - or SDT21(A) (Stanton Drew tithe map item 21 - which can be found on map SDT(A) on the website). I am grateful to the Somerset Record Office for permission to reproduce and use their maps in this way.
9. See Kain and Prince for a discussion of the survey, its results, and its value as a resource.
10. MS Locke c.26, fols. 69, 63, 74.
11. L2162.
12. MS Locke f.12, pp. 2-3.
13. Janes, 54. PT201(B) is "Bakers" in the survey, but "Bookhill"

on the earlier map.

14. L755.

15. MS Locke f.12, p. 1.

16. MS Locke f.12, p. 3.

Feare's tenement, 'My estate in Belton'

1. L2226, L2230.

2. MSS Locke c.26, fols. 5, 9, 32, 34, f.12, p. 5.

3. MS Locke c.26, fol. 6r.

4. MSS Locke c.26, fol. 9; also at f.12, p. 5, c.26, fols. 5r, 6r ("Garden orchard and backside").

5. MSS Locke c.26, fol. 9r; also at f.12, p. 5, c.26, fols. 5r, 6r ("East of Carisbrooke 2 closes", 3 acres, no value given).

6. MSS Locke c.26, fol. 9; also at f.12, p. 5, c.26, fols. 5r, 9.

7. MS Locke c.26, fol. 6r.

8. MSS Locke c.26, fol. 9; also at f.12, p. 5, c.26, fol. 5r.

9. MSS Locke c.26, fol. 9; also at f.12, p. 5, c.26, fols. 5r, 6r.

10. MSS Locke c.26, fol. 9; also at f.12, p. 5, c.26, fols. 5r, 6r.

11. MSS Locke c.26, fol. 9; also at f.12, p. 5, c.26, fols. 5r, 6r (3 acres).

12. MSS Locke c.26, fol. 9; also at f.12, p. 5, c.26, fol. 5r.

13. MSS Locke c.26, fol. 9; also at f.12, p. 5, c.26, fol. 5r.

14. MSS Locke c.26, fol. 9; also at f.12, p. 5, c.26, fol. 5r.

15. MSS Locke c.26, fol. 9; also at f.12, p. 5; c.26, fol. 5.

16. MSS Locke c.26, fols. 9r; also at 5r.

17. MSS Locke c.26, 9r; also at f.12, p. 5, c.26, fols. 5r (same size, value £3.2s.6d, 6r ("about 7 more acres").

18. MSS Locke c.26, fol. 9r, b.5/5; also at c.26, fol. 39r.

19. MSS Locke c.26, fol. 9r; see also fol. 5r ("A little plot in Tho. Fifetts mead at Teacre", value 1s.1d), f.12, p. 5 ("a little plot in Jaxons mead, value 3s).

20. MSS Locke c.26, fol. 59; see also f.12, p. 10. How does Evans' Little Ric Furlong relate to (F5)? Possibly the two perch piece at Amercombe is part of the half acre Amercombe in an early survey of Feare's tenement (MS Locke c.26, fol. 6r).

21. MS Locke f.12, p. 5.

22. A rack-rent of £22 (see **[K]**) must have encompassed a good proportion of lands whose estimated annual value was £31 (even though the former also included Belluton House).

23. Rand 1927, 196 (L906).

24. MS Locke f.12, p. 1. Its value seems not be included in the above valuations of Feare's tenement.

25. Bourne, vol. 1, 11-12, 81.

26. But, see below, the survey does show a field of that name behind one of the possibilities for the house which Nicholas Locke owned at Belluton as part of the tenement he had bought from John Feare.

27. Cranston, 6.

28. MS Locke f.12, fol. 1.

29. MSS Locke f.12, pp. 254, 255, 259, f.13, pp.30, 49, f.4, p. 44.

30. MS Locke c.19, fols. 39 (L952), 19 (L869), L1537.

31. <http://bonline.english-heritage.org.uk>. LBS Nos. 32610, 32611.

32. Cranston, 6.

33. L869.

34. L1055, L936. See East field and West field below.

35. L2226, L2230; MSS Locke f.7, pp. 121,122-4, c.19, fol. 22, b.8/11; MS Locke b.5/14.

36. LBS No. 32612.

37. MSS Locke c.26, fol. 34; c.26, fol.8, f.12, 1, 259, 257, 256, 255, 254, 242-3, PRO 30/24/47/30, fol. 11rv.

38. MS Locke c.19, fol. 4 (L543).

39. PT301; see Janes, 68.

40. MS Locke b.5/5.

41. L1448, MS Locke c.19, fol. 68 (L1427).

42. L1427, L1448, MS Locke c.19, fol. 93 (L1822).

43. MS Locke c.19, fol. 68 (L1427).

44. MSS Locke c.26, fols. 8, 69, 73v, 94v, f.12, pp. 259, 257, 251, 250, 242-3, 240-1, 238-9, 236-7,

- 234-5, 232-3, 230-1, 228-9, 226-7, f.13, pp. 12, 28, c.19, fols. 3r, 27v, cf. fol. 2, f.4, p. 22, NA PRO 30/24/47/30, fol. 11rv, L296.
45. MS Locke f.12. p. 5.
46. MS Locke f.12, p. 6. Later rentrolls refer to this land as the "tining". It is not mentioned after 1671. (MS Locke f.12, pp. 240-1, 238-9, 236-7, 234-5, 232-3, 230-1.)
47. Rand 1927, 274 (L1055), MS Locke c.19, fol. 26 (L936).
48. MS Locke c.26, fol. 16.
49. MSS Locke f.12, fols. 259, 257, 255, 251, 249, NA PRO 30/24/47/30, fol. 11rv, L41, L42. In being dignified by a title "Mr Maggs" was not a typical male tenant.
50. MS Locke f.12, fol. 242-3, 236-7.

Tenements and Grounds in St. Thomas

1. L2230.
2. MSS Locke c.26, fol. 34, f.12, p. 6.
3. SDT258(C), SDT259(C), SDT263(D), SDT264(D), SDT265(D), SDT267(D); ranging from ten (SDT259(C)) to three eighths (SDT264(D)) of an acre.
4. MS Locke c.19, fol. 37v (L936).
5. Locke MS c.19, fol. 37v (L936).
6. MS Locke c.19, fol. 37v (L936).
7. MS Locke c.19, fol. 77 (L1558); see 'Rates, taxes, and other payments' {ON THE WEBSITE}.
8. MS Locke c.26, fol. 9r. A 1656(?) reference to "Capt. Burges 2 grounds. 13 years. £1.05 old rent. Value £2 p.a., £30 to be sold" (c.26, fol. 32), and a presumably earlier one to "C Burges 15 years, £1.05" (c.26, fol. 39) are somewhat unclear as between Nineworthys and Old Down.
9. MS Locke c.26, fol. 9r.
10. MS Locke c.26 fol. 95v.
11. MSS Locke f.12, pp. 5-6, fol. 34; (F) and (ST) were valued at £636 and £236 respectively. An inventory he made of his father's goods shortly after his death includes "1 chattle lease for 2 lives £400" (MS Locke c.25, fol. 7). Presumably this was the lease for (P), the two lives being those of Locke and his brother.
12. For details see Woolhouse 2008, pp. 5-6

Coal Mining

1. Janes, 29-30.
2. MSS Locke c.19, fol. 4 (L543); see also f.4, p. 49, L550, L568, L583, L614, L630.
3. MS Locke c.19, fol. 5 (L550).
4. L936, L954; MS Locke c.19, fols. 29r, 29v, 31v.
5. MS Locke f.12, p. 18.
6. MS Locke f.12, pp. 228-9.
7. L293, MS Locke f.13, p. 40.
8. L550, L568. In the spring of 1680 Locke received a total of £9.6s.9d for "my one tenth of the coleworks at Beluton" (MS Locke f.4, p. 28).
9. L568, L630.
10. L568.
11. L630.
12. L630. See Bulley, 68-9 for mine ventilation in the early Somerset coalfield.
13. L755.
14. L630.
15. MSS Locke c.19, fol. 93 (L1822), c.26, fol. 82.
16. Rand 1927, 304 (L1369).
17. Rand 1927, 313 (L1406).

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JOHN LOCKE'S SOMERSET PROPERTY (supplementary material)

Roger Woolhouse

'The material here supplements "John Locke's Somerset Property" and is signalled in that article'.

POPHAM'S GRANT OF THE "ESTATE IN PUBLW"

[A] From 1665 the rent for the house was £6 p.a., and £3.16s p.a. for Common Mead. Anne Hopkins was followed for a year by Benjamin Branch (who also rented Common Mead).¹

[B] Elinor Locke's joint rent was £9.16s p.a. (MS Locke f.12, pp. 18, 226-7). The sublease was sold to Gullock for £20 (with an annual rent of £5); it required him to pay one sixth of the "taxes and burthens" levied on the "estate in Publow".²

[C] In Locke's father's time the three acres in Common Mead (P6), was rented to someone named Jeffrys for £4 p.a.³ At any rate from 1665, to 1674, it was (as already described) rented, along with the Stag's Head, to Anne Hopkins, Benjamin Branch, and Elinor Locke consecutively, at, in effect £3.16s p.a.⁴ From 1680 the tenant was William Sledge. Sledge did not take over the Stag's Head too, for by then this had been subleased to William Gullock. He did, however, take over another house, (P1)/(P7) Buckhill or Lighthouse, and its grounds.⁵

[D] Locke rented it for 8s p.a., at least from 1665 - first from Arthur Pope, then (from at least 1687) from Robert Pope, and then from Goodman Pope.⁶ Why he stopped doing so, in 1697, is not recorded, but he seems to have had some difficulty in making this clear to those concerned.⁷

[E] Henley's Grove had been let, perhaps in Locke's father's time, to someone named Hannam, for £3 p.a.⁸ Extending a perhaps less formal agreement which had been in force for at least a year, Locke noted in a memo of 16 April 1666 that he had just let it to John Evans for £2.15s p.a., "I reserving all trees and hedgerows but only hedge bote and gate boot to be employed upon the same he to hold it during all my term upon performance of these conditions".⁹ Perhaps the reduced rent reflected the fact that Evans was also to pay a "1/12 part of the Lords rent and all other taxes and charges of the living in Publow".¹⁰ Two years later the lease was torn up, when Locke and Evans "mutually relinquished our bargain".¹¹ Locke then sold a fresh (sub)lease to Thomas Summers on the same terms.¹² Summers's tenancy lasted until Locke's death in 1704, when the land would have reverted into the hands of the Popham estate.¹³

[F] Locke first let Buckhill, together with some adjoining grounds, to its sitting tenant Francis Lyance (sometimes Liance, or Lions), presumably on a tenancy at will: "the same grounds he held of my brother at the same rate, viz. £17 p. annum to be paid half yearly". Lyance agreed "to fell or shroud noe trees nor cut any hedgerows but for Frith to be employed on the same, and to pay £5 the said £10 p.a. for each acre ploud by him, to carry out the dung and imploy it on the same, and either of us that have a mind to part to give half a year warning.... He is to grub up the broome growing on the grounds within a year ... and to have convenient ingresse and egress at convenient seasons".¹⁴ Lyance's time there (which lasted into 1669) had its problems.¹⁵ He lost some horses, and, running the risk of being sued, he fell behind with the rent, and wanted someone else to pay his taxes.¹⁶ He fell down on other of his obligations too: a memo recorded in 1666 that he had to be warned that he was "to grub up all the Broome in the close by the house before Christmas".¹⁷ After he left, Buckhill was let from 1669 at the same rate to William Smith.¹⁸ Smith was certainly still there in 1674, and perhaps till 1680 when Buckhill house and four adjoining grounds (perhaps (P2), (P3), (P4) among them), described as the "estate at Buck hill", together with Common Mead (P6) was rented out to William Sledge, "for 7 years if he and I live so long", for £21 p.a.¹⁹

By 1683 Sledge had also taken on Buckfurlong (P4) (see **[G]** below), and the amount of property he was renting meant that when he died in 1692 Locke was left with something of a problem. His agent, William Stratton, was not optimistic about finding a replacement. "[S]ubstainciall tenants are very

scars that will give a good rent" he gloomily wrote to Locke.²⁰ In any case, the outward boundaries of the property were (as Sledge had earlier complained) in poor order and needed attention.²¹ A family, the Coffins, wanted to buy a sublease from Locke; and Stratton himself was interested in paying to add his life to Locke's headlease (which since the deaths of his father and brother, had only one name on it) from the Pophams.²² Earlier Stratton had wanted to buy a reversion of the lease, but the Pophams were loathe to name a price without knowing what rent Locke was paid, a demand which Stratton thought was "unreasonable".²³

By the end of the year, however, Stratton had managed to find a new tenant, John Taylor. Taylor, he reported, was taking the "estate at Buck hill" for two years; and this must have meant all that Sledge had had (not only Buckhill and adjoining lands, but also Common Mead and Buckfurlong), for the annual rent of £25 was said to be the same as Sledge's.²⁴ In the event he seems to have been there for less than a year, when Joseph Barnes took over the same estate at the same rate.²⁵ After some months he too was not keen to continue unless he could have a reduction of £1 p.a. and have "sumthing don to the outward bounds".²⁶ He was allowed this and was there in 1696, but still complaining about the hedges, and Locke's new agent Cornelius Lyde, finding him to be a very bad-tempered and unmanageable man, spoke of turning him out and finding a better tenant.²⁷

One Cornelius Abraham was interested at the time in buying from the Pophams the reversion of the Buckhill headlease, which would have meant that Locke was then barred from extending and buying further lives on the lease himself, if he had so wanted.²⁸ Despite what Barnes seemed to think, Locke had not consented to the lease being bought over his head; indeed, clearly much to his annoyance, he had not even been consulted.²⁹ As it happens, his reaction was rather rash and hasty: Abraham had not asked Locke because he had soon found that the reversion would cost more than he was prepared for.³⁰

Barnes himself was interested in buying a reversion and, to get Locke's consent, even offered to pay ten shillings more rack-rent during Locke's life.³¹ In the event, however, the Pophams sold the reversion to Francis Carpenter.³² It was, again, to Locke's annoyance that he had not been consulted; for all they knew he might have had it in mind to buy it himself the following year.³³ But he was mollified by the fact that Carpenter was prepared to take over the tenancy from Barnes at an enhanced annual rent (£30), on a lease for years until, on Locke's death, the headlease became his.³⁴

As a rack-renting landlord the responsibility for the upkeep of the property would standardly have been Locke's, whereas when Carpenter became a life leaseholder it would have been his. In a shrewd assessment of this situation, Locke laid down the condition that from the outset Carpenter was to keep the house and bounds in repair (at an estimated cost of £4 p.a.).³⁵ Carpenter's possession was to begin on Lady Day 1697 and Locke discussed with Lyde how best to deal with Barnes who was still on the property.³⁶ But Carpenter dealt with it himself, and told Barnes he was to be thrown out, something about which Barnes complained to Locke, saying he would have left if Locke himself had forewarned him.³⁷ In accordance with his plan, Carpenter was still there at Buckhill at Locke's death, poised to begin his new lease from the Pophams.³⁸

The property Carpenter was to take over was said to be that part of the Buckhill tenement then occupied by Joseph Barnes and John Hanny.³⁹ In other places too Barnes and Hanny are spoken of together but it is not clear whether they were joint tenants or (as seems more likely) whether they occupied different but adjoining or somehow dependent properties.⁴⁰ On one occasion the two are recorded with a joint rent of £28.10s, but more usually it appears as though they had separate financial obligations -- with which Hanny seems always to have been behind, even when he left whatever property it was he occupied at Buckhill.⁴¹ There was talk of suing or perhaps having him arrested, and, despite promises and the odd payment of 10s or £1 he continued to be a concern even into the 1700's.⁴² Always sensitive to a slight (real or imagined) Locke rather felt that he was being laughed at, and that Hanny's promises were deceitful.⁴³

[G] On taking possession of Buckfurlong in 1664 Locke rack-rented it on an annual basis to Barnaby Penson, who held it along with the Newtinings (P9) and some land called the Paddocks, for a total of £12.10s. Penson was obliged to "for beare to cut, fell, or shroud any trees growing on the grounds he rents of the said John Locke, commonly cald or knowne by the names of the Newtinings the Padocks and Buckfurlong, except only soe much as shall be necessary for Frith to be employd on the same grounds, and also if the said Barnaby Penson shall plow or cause to be ploud any of the said grounds, he shall set apart to the use of the said John Locke the one half of the corn growing thereupon, and carry it to what place soever within the said Parish of Publow the said John Locke or his certaine atturney shall appoint and pay for each acre soe ploud ... the sum of twenty shillings at or upon the twenty fifth day of March ... 1665".⁴⁴ Penson held "the same grounds under the same conditions" for a further year.⁴⁵ He failed to keep up with the rent and for the next year Buckfurlong

was let to Locke's aunt Elinor for £5.1s, "reserving all trees and shrouds".⁴⁶ In 1667 John Anthony took over Buckfurlong at £5 p.a.⁴⁷ He was behind with this rent when he died, perhaps in 1680,⁴⁸ and his widow had to sublet the land.⁴⁹ If Anthony had come to the same arrangement as Elinor Locke had earlier he had not always kept to it for there were complaints that he had cut the trees.⁵⁰ Stratton complained, too, that the ground "hath beane soe abused by mowing and Carrying of the hay" that in its "sumthing Impoverished" state it was now not worth more than £4 p.a. -- unless, he dryly said, "I let it to a tenant that may promise more and pay littell or none".⁵¹ By early 1683 Stratton had succeeded in renting it to William Sledge for £4 p.a.: "the most I Could get the ground being soe abused it was turned mutch to mos".⁵² Since 1680 Sledge had also been at Buckhill, and Common Mead (see [C] above), and his total rent was now £25 p.a.⁵³ Perhaps in reaction to his agent's report that though "An honest tenant and payes mony when he hath it" Sledge was behind in his payments Locke laid down as a "Rule to be observed for the future" that "The first mony you receive of William Sledg or at least as much of it as amounts to the rent of Buckfurlong, receive it as the rent of Buckfurlong. Because there being security given for the rent of Buckhill and not of Buckfurlong that I know, the arears when any should be left upon the security".⁵⁴ Whatever this security was presumably it stemmed from the fact that Barnes had signed a lease for Buckhill despite its being let at a rackrent. Locke complained at having paid 2s for the drawing up of this lease: "It was always the custome for those who tooke the lease to pay for the writeings. I doe not hear it is changed in other places and I would [not] willingly [be] singular in the case or begin a new fashon".⁵⁵ Stratton stoutly assured him that "I never charged you one peny for all the leases that I have sold sinc I was concerned in your buisnes wheare you have granted lives or Chainged" but in this case where the property was "being let at a rack yearly Rent" he had thought it better to be generous rather than lose a good tenant.⁵⁶ By 1689 Sledge was finding it "soe hard a matter to raise rent that he can keep but one suite of Cloths to his backe". Stratton was, nevertheless, "very loath to let him goe, for I know not wheare to better him".⁵⁷ But not long after Sledge's death in 1692 Buckfurlong (and the other of Sledge's tenancies, Buckhill and Common Mead) were taken on by Joseph Barnes, until 1697.⁵⁸

[H] Around the same time he rented Newtinings and the Paddocks, together with Buckfurlong (see [G] above) to Barnaby Penson for a year for £12.10s. Penson failed to keep up with the rent and over the next two years Locke rented the Tinings and Paddock first to William Gullock and then to Gullock's mother, Elinor Locke, for £6 p.a.⁵⁹ From 1668 "the Grounds", as they were sometimes called, were let to Thomas Summers "for £5 5s p.an. excepting all trees shrouds and hedgrowes".⁶⁰ He was followed for a year in 1673 by John Evans, at a reduced rent of £5 p.a.;⁶¹ and then by Abraham Barnes.⁶² By 1682 Barnes wanted an even lower rent, of £4.10s. Stratton felt he could not keep him without some concession and offered him ten or twenty shillings for carrying or "haleing" in soil onto the land.⁶³ He began to fall behind with his payments and was still in debt some years after he gave up the land, in 1685, when it was let to James Atkins' son, Robert, for £4.10s p.a.⁶⁴ There is no further record of the "tining and padocks" until 1695, when the tenant, again at £4.10 p.a., was Joseph Hanny.⁶⁵

[I] Locke first let the "the Furze", the "furzes", or the "underwood and furz" (apparently as a source of fuel) to John Flower for 30s p.a.⁶⁶ Flower was there till 1670 when it was let at a reduced annual rent of 15s to J. Sledge.⁶⁷ He must have died not long after, for the next year the rent was paid by "Widow Sledge".⁶⁸

In 1672 Robert Floury took on a seven year lease, for 25s p.a., "if he and I do live so long".⁶⁹ Perhaps he did not live very long at all, for the rent due six months later at Michaelmas was recorded as being due from J. Floury, and in 1674 Samson Silke was the tenant, at the same annual rate.⁷⁰

Silke occupied the furzes until Lady Day 1679, when he was replaced by Nathaniel Summers, again at 25s p.a.⁷¹ In 1687 Summers took on a new seven year lease, at a reduced rent of 15s p.a.,⁷² perhaps because the furze had by then "cum to a very small matter", killed off by "the extraordinary frost ... and the abuse of the Cottages and tenants".⁷³ Stratton felt that because of this the rent would have to be reduced further still when Summers' lease came to an end, but Summers was still there at 15s p.a. in 1697.⁷⁴

That rate was still in force in 1704 when the furzes were being rented by Summers' son-in-law, John Pearce.⁷⁵ Pearce himself was unhappy about it, for, so Locke's agent Cornelius Lyde reported, since the furzes had been rather wrecked by boys making bonfires, they were very dear at the present rent. Lyde was afraid that if Pearce did not continue renting no one else would, he being the only baker in Pensford, who wanted the fuel.⁷⁶

FEARE'S TENEMENT, "MY ESTATE IN BELTON"

[J] In the 1660s Locke mortgaged some of this property to his uncle Peter. The seven acres of (F4), the Great Ricfurlong and mead, the two of (F14) Friars mead, and some land called Amercombe¹ were mortgaged in October 1661 for £100 to be redeemed in seven years; the mortgage was renewed in 1666, but redeemed two years later.² Locke also, between 1664 and 1668, took out mortgages of £50 on the 6.5 acres of (F3) Sawtry, which had been valued at £4.10s p.a.³

[K] It was rack-rented to Robert Haroll initially at £22 p.a.⁴ In 1669 the rent recorded for "Belluton" increased to £24.10s p.a., for that sum was now implicitly including the £2.10s p.a. for Friar's Mead (F14) which Haroll had been renting since 1667 (see Friar's Mead in main article).⁵ Then, in 1671, it went down to £23.10s.⁶ By 1680 it had reduced even further, to £23 p.a.⁷

From about 1673 Haroll began to be a poor payer,⁸ - "Tenants that will pay theyr rent are very scarce", Stratton reported to Locke.⁹ Haroll tried asking for some abatement of his rent, and he tried claiming a backlog of expenses on the property, but eventually, in 1686, when he was nearly £60 in arrears, his goods were valued with a view to distraining them.¹⁰ Haroll evidently felt the weight of all of this, and Stratton feared he might kill himself if he were pressed further.¹¹

It was thought that Haroll's goods might fetch £40 to £50, and there was some hope that some of the rest of the debt might be got by having him surrender a lease he had on his own life on (F13) (see East field and West field in main article). Locke reckoned that since the lord's rent of 20s p.a. (which Haroll may in fact not have been paying) was effectively the yearly value of the land the lease could not be worth much. Haroll, however, argued that the land and the lease were worth three times that, claiming that since he had bought it he had spent more than £30 in enclosing, dressing and manuring it.¹² There is no record of what was agreed about this, but the lease was eventually surrendered.¹³

Locke had wondered about selling a lifelease on the whole of the property Haroll was renting, but by the beginning of 1687 the "estate" had been rack-rented out again, ("though not without difficulty" for the house was in a poor condition).¹⁴ This time it was to Haroll's brother, David, who let Robert continue to farm some of it.¹⁵ By the end of 1689, however, he was wanting to leave, but agreed to stay on condition of a reduction of £1 p.a. and some improvements to the house - sealing the cheese loft, paving part of the milk house, and laying a floor in the barn.¹⁶ A year later he wanted a further reduction, down to £18 p.a., and this to include the ground, (F13), which his brother had leased, ground which Stratton now reckoned at £2 p.a. Though Stratton was loath to have it all go for £18, he was sure it was not good simply to hold property in hand and unoccupied, and in the event a deal was reached for £20 p.a.: "more than this we could not possibly advance it to", Clarke told Locke.¹⁷

Even so, David Haroll did not last much longer and left towards the end of 1691, leaving arrears of rent behind him; and, rather surprisingly, Stratton was able immediately to lease it for ten years for £22 p.a. rack-rent to John Veale (presumably some relation of Thomas Veale who was leasing Old Down).¹⁸ Had Veale and Haroll had a chance to speak together it would, Stratton was well aware, certainly have had to have been less.¹⁹

The lease Stratton first drew up for Veale was, Locke thought, very badly done for it effectively allowed Veale to "shroud all my trees, and plough what he pleases of my land".²⁰ Whatever the lease eventually said, Veale did, on one occasion, cut down a good number of oak branches which were shading the ground.²¹

Though he gained some reputation as someone who paid "well" Veale was not always up to date with his rent; but he was still there when Locke died in 1704, three years after the expiry of the lease.²²

[L] In 1681 Smith wanted to add his second wife's name to the lease for £12, and when Locke died there were still two lives left on it.²³

[M] There is no record of the fine Haroll paid, but Locke reckoned that the associated lord's rent of 20s p.a. was effectively the yearly value of the land "soe that that lease is not to be recond much worth".²⁴ The lease obliged Haroll "to grub up the hedg between the little Ric Furlong and the ground I have exchanged with John Evans and the hedg between Bustors Pitts and the new tining some time the next winter".²⁵

"TENEMENTS AND GROUNDS IN ST. THOMAS"

[N] At one time Captain Burges had a lease for years on land referred to as "Old Down" and on which, up till 1664, he paid an annual rent of £1.5s.¹ Perhaps the payment of "£10 ... for Old Down" which Locke made Burges in 1664, was to buy back the remains of the lease, for from that year James Atkins is recorded as a tenant at what is presumably a rack rent, of £3 p.a.² Atkins' rent was reduced to £2.10s p.a. in 1669 and he occupied Old Down till 1683.³ The land was then let to Thomas Spence for two years for the same rent;⁴ and then, in 1686, to Atkins again, for a year.⁵ In 1686 the question arose of Locke's selling a lease on Old Down. Thomas Veale had offered to pay £28 for a lease on three lives, but Stratton was loath to accept less than £30 ("for the poore this two years are soe incresed that it is 10s per year to the poore besids all other taxes").⁶ Locke however seemed content with £28, though he wanted Stratton to try for twice the proposed Lord's rent of 2s.6d. In the event, Veale died before any agreement had been reached, and a lease was sold early in 1687 for £28 (and 2s.6d Lord's rent) to David Haroll, on the life of himself, his wife and that of "a girell", presumably a daughter.⁷ Haroll died in 1696, and his widow began to fall into arrears.⁸ At Locke's death the lease still had two lives on it.⁹

[O] By 1667 T. Jones was at Nineworthys where he was responsible for £2 rent p.a. and one ninth of "taxes and payments" (typically about 8s p.a.).¹⁰ Presumably he had been there since at least 1665 and the "two grounds and a grove of oaks (old rent £2 p.a., annual worth £5 p.a., worth to be sold £42)" which Jones was leasing, are in fact the "2 grounds cald the Nineworthys".¹¹ At any rate, Jones' lease on the "grounds and a grove" was due to expire in 1670, and in that year too he gave way to J. Sledge as the tenant (at £2.10s p.a.) of Nineworthys.¹² A year later Sledge died and was followed, at the same rate, by William Gullock, the son of Elinor Locke by a previous marriage.¹³ Whatever the position had been earlier, Gullock, in 1674, the same year as he bought the lease of Stags Head House (see **[B]**) bought a 21 year lease of "the ground called Nineworthys" for 50s p.a. It was a condition that from 1677 Locke was to have half of any corn that was grown on the land, and that Gullock was "to keepe the fences in repair but to fell or shroud no trees but by my leave and for that use to have liberty to shroud such trees as grow in the hedgerow. But is not to shroud any other trees growing in any part of the said ground. Nor to fell any trees at all"¹⁴ In later years he seems to have fallen on hard times, and was usually in arrears which he kept promising to make up;¹⁵ but he was still at Nineworthys with the same rent when Locke died.¹⁶

[P] (ST3) Summers/Kents' tenement was valued in 1665 at £1 p.a. with a worth to be sold of £9.¹⁷ In 1664 it was occupied by Widow Summers at a rent of 4s p.a.¹⁸ The following year Richard and Mary Kent bought a lease on three lives, with the same rent.¹⁹ They were still there in 1690, at which time they had begun to fall behind and had become identified as bad tenants.²⁰ Stratton saw some chance of getting rid of them for one Cornelius Abraham was prepared to take over the lease, which was now on "three ... young likely lives", or even to buy a new one.²¹ Eventually the lives were changed, but the new tenant in 1694 (with a lease on three lives and at the same rent) was not Abraham but a widow, Mary Cooke.²²

Only two years later she too (or George Horwood, described as her son (in law?)) began to fail with the rent, and by 1703 Locke's patience had run out and he sent a warrant to distrain them.²³ He thought eight years were too many to be in arrears.²⁴ Threatened with seizure of his goods, Horwood promised to pay by the following Lady Day and at the last moment came up with 10s, with promises of more.²⁵ His lease still had three lives on it when Locke died.²⁶

(ST4) In late 1666 Locke sold a lease on the three lives of John Floury, Jonathan Floury, and the son of widow Floury, for £40, with a rent of 4s p.a. on a dwelling called or described as "the Potters house".²⁷ Perhaps this was the tenement with an old rent of 4s p.a. which had been occupied earlier by Nicholas Bayly, for by 1665 there was only one life on his lease, and after that date he disappeared from the records.²⁸ The rent in the first year was paid by "A. Flowry", perhaps widow Floury, and then from 1669 to 1674, it was given simply as being rent for "Flourys tenement", the name "Potters" being dropped.²⁹

In fact, at least from 1673 a "widow Shatter" was responsible for the rent.³⁰ She must have had some relationship to the Flourys for she evidently was in a position to ask, in 1681, for some change to their lease.³¹ Could it be that widow Floury had remarried and been widowed again?

It was completely unclear whether the lease still had any effect, for, so Locke's agent, William Stratton, had been told and despite what the widow Shatter claimed, John Floury and his brother Jonathan were both dead (in Bristol and London).³² Eventually, seeming to concede that John was dead, Shatter was prepared to pay £30 fine for a new lease if Jonathan too was dead, and, if he were not, to pay more than that to change his life and add a further two.³³ Over a year later the matter was not yet settled, with Shatter now prepared to pay no more than £15 simply to add two lives to

Jonathan's.³⁴ Later still (1686) Stratton agreed that provided he could be satisfied that Jonathan Flourey was still alive, he would, for £15.10s, "top up" the lease with two further lives.³⁵ One of Locke's friends thought it most likely that Jonathan was dead, and that the lease was defunct, but in the following months Stratton came to think that he was alive and at sea, the land being "too hot by rason of his debts".³⁶ Things remained undecided into late 1689 when widow Shatter had moved to Bristol and someone she had put into the house asked Stratton whether it were now "in hand" and expressed interest in buying a lease.³⁷ It was not till the following April that Stratton had definite news that Jonathan Flourey was "ded in prison in france" and, taking it that the house was now "in hand" and hoping to get £30, offered a lease on three lives to the tenant, the son-in-law of a Mr Briddy.³⁸ But he became "a littell cold in the buisnes", and Stratton (who could not "well expres the Inconveniencies of lettting a house in St Thomas Parish ly voyd or Indeade to keep it in hand and let it at a yearly Rent") had hopes of selling a lease (with an associated old rent of 4s. p.a.) to a widow, Anne Sanders.³⁹ She had talked of buying it for £20, whereas Stratton, though prepared for a fine of £30, had hoped for as much as £35; but he thought that the bargain might be struck at £26 or £27. Whatever the final figure, Stratton had difficulty in bringing the matter to it.⁴⁰

At first Sanders was named as paying the rent, but by 1700 it was being paid by someone described as a "new name", Robert Sanders, perhaps her son, and no doubt one of the lives on the lease.⁴¹ Rather than being "Flourey's old house" the house became "Sanders' House".⁴² At Locke's death it was held by James Casse on a lease on two lives, at the same rent.⁴³

There is a record, perhaps earlier than 1660, of what is referred to as "Gardiner's tenement" (ST5) on a lease for one life with an annual rent of 2s.⁴⁴ Perhaps that one life died, for in April 1665 it was on a lease for three lives at the same rent.⁴⁵

Presumably "Jo. Flourey" was one of those lives for, according to the rent rolls, he paid the rent for "Gardiners" in 1664 and 1665.⁴⁶ Perhaps this was the Flourey who, in early 1666 had been described as likely to die, for "A. Flourey", perhaps the widow Flourey of the 1666 lease on the Potters House (see above), is recorded as paying the rent from 1667 to 1669.⁴⁷ After that, until 1672, and with an unchanged rent, "A[nne?] Hopkins" made the payments.⁴⁸ Gardiners was then, at the same rent, on a lease to Benjamin Branch, which ended with his wife's death less than two years later.⁴⁹ It was then leased, with the same rent, to Mrs Elizabeth Hopkins, who turned out to be a less than reliable tenant.⁵⁰ She was in the house, with one life on her lease, when Locke died.⁵¹

In 1667 "A. Flourey" (see also Potters House and Gardiners just above) was the tenant of (ST6) Lockiers tenement at an annual rent of 1s.⁵² An early, pre-1665, survey had listed "Lockiers two tenements" (jointly held on a lease for one life, with an old rent of 4s p.a., an annual value of £2, and a value to be sold of £30), and presumably A. Flourey's Lockiers was one of these.⁵³ Presumably too, judging by the rent, Lockiers was what was referred to in a 1665 survey as "Flowrys Tenement".⁵⁴ A. Flourey was the tenant at Lockiers until 1670, when she was followed by Elinor Locke.⁵⁵

In 1674 Richard Kent (who already had the lease of Summers tenement) "had" Lockier's from Elinor Locke (though it seems possible that she still lived in the cottage).⁵⁶ This meant, it seems, at least that he was paying the 1s p.a. rent (though he found some difficulty in doing this).⁵⁷ But it seems also to have meant that Locke had, for some reason, given "him the lease for noething".⁵⁸

In fact the position with regard to the leaseholding of Lockier's is rather unclear, for in 1681 a man called Kemp⁵⁹ is said to have (at some earlier time) bought up Elinor Locke's lease for £5, and wanted to add one (or two) lives to it.⁶⁰ Stratton urged Locke to allow this at a reasonable rate since Kemp wanted the house for his wife's crippled son by a previous marriage.⁶¹ Exactly what then happened is not clear, but some eighteen months later Kemp was offering 30s, either for a new lease or to add lives to the one he had, an offer which Stratton "littell valledwed".⁶² Eventually, perhaps by 1693, Kemp's crippled step-son John Summers (Sumners?) was nevertheless in possession of the lease of the "little Cottage Called Lockiers tenement granted in charity", and at a reduced rent of 6d p.a.⁶³

RATES, TAXES, AND OTHER PAYMENTS

The lifeleases Alexander Popham granted Locke's father were given for free, not sold for a "fine",¹ but they nevertheless involved the regular payment of lord's or old rent. 13s annually was due on (P5), (P6), and (P?), in 1660;² and 49s on (P7)-(P11) in 1664.³ In 1680 and onwards the rent due to the Pophams for "Buckhill" (presumably (P1)-(P6)) was £1.19s.0d p.a.⁴ Of course Locke as head leaseholder was ultimately responsible for this rent, and had his agents pay it to the Pophams' baliff.⁵ He recouped the payment, however, by passing it on in various proportions to his sublessees. William Gullock at (P?) Stag's Head had to pay one sixth of Locke's old rent for "my estate in Publoe";⁶ Evans and Summers at (P5) Henly's Grove were made responsible for one twelfth of the Publow estate.⁷ Leasehold tenancies usually imposed on the lessee at least the financial responsibility for repairs and maintenance; in the case of rack-rent tenancies, the landlord was typically responsible.⁸ Locke's

general procedure in this latter case was to have his tenants see to any necessary work and payments and have them then submit bills as disbursements from their rents. Examples along these lines are the allowance to Francis Lyance of 1s for mending the floor at (P1) Buckhill house;⁹ and of 1s and 7s.2d to Robert Haroll for mending the street door and for attending to the thatch of Belluton House.¹⁰ There are other examples relating to stiles, gates, nails, staples, and so-on.¹¹

Besides such duties and obligations to each other, landlords and tenants had financial and other responsibilities to the parish and to the state. Disputes as to the relative liability of landlord and tenant were not uncommon at the time.¹² Locke seems to have followed the generally accepted principle that tax on rack-rent tenancies was his responsibility, or at any rate deductible from the rent, whereas that on leased, old rent properties was to be paid by the tenant.¹³ As with old rents this was in an agreed proportion: the tenants of Stag's Head and Henley's Grove paid one sixth and one twelfth respectively of the taxes and other such charges on the "estate in Publow"; while Haroll's lease of the New Tinings specified that he should pay one twentieth "of all the taxes charges tithingmanship and other burthens of the said living and grounds which the said JL has in the tithing of Beluton".¹⁴ Locke seems to have dealt with this by making the whole payment himself and then passing it on to the lessees as an addition to their rent.¹⁵

Unfortunately there exists no systematic account of the parochial taxes and rates Locke and his tenants were subject to, added to which the often informal nature of Locke's records leaves it far from easy to work out just what some payments are for.¹⁶ What exactly, for example, are the weekly "Contributions" (of around 6d, and allowed against rent) made in the mid-1660s by Francis Lyance and Robert Haroll?¹⁷

But some things are clearer, as in the case of the seventeenth-century custom that various parochial offices, churchwarden, overseer of the poor, tithingman (or constable), were filled "in rotation ... from the owners or occupiers of certain specified houses or lands".¹⁸ This practice is illustrated in the case of Buckhill (P1-P7) where Francis Carpenter's lease specified that he had to perform the personal offices which belonged to the tenement, including overseer of the poor, constable, and tithingman.¹⁹ Similarly, it was the custom of St. Thomas Parish that designated houses should provide an overseer for the poor. Perhaps Locke, as landlord, was ultimately responsible for this provision: a subtenant of the Potters house (ST4) certainly wanted compensation for being involved in this duty.²⁰ Similarly the house at Belluton was expected to provide a tithingman for two years in nine, and the payments (ranging from 11s to £1) which Robert Haroll made in the mid-1660s "for" or "to my [Locke's] tithing man" and which may have been for the parish fine which could be paid in lieu of service, were deducted from John Veale, however, a later tenant at Belluton, seems not to have been compensated for the 15s payment he made "in return for doing the office".²²

Besides such duties, or payments in lieu, some tenants were subject to a local "tithing" levy, also related to the property they occupied. Nineworthys (ST2) was liable to "five tithings pays", which, with a rate set in the 1680s at 4d per pay, resulted in a charge of nearly 2s, which William Gullock insisted should be set against his rent.²³ Probably, it has been suggested, these payments from Gullock were a tax paid by a tithing towards the cost of keeping courts.²⁴ There clearly was such a tax, for Haroll and Veale are recorded as making "tithing pays" (of 6d, and 1s) to "the court at Keynsham"; but it appears from the entries in Locke's papers that this was something further.²⁵

Robert Haroll is also recorded as making, in 1665, a payment of 6d per half year, for the "Sheriff's terme". Possibly this was towards the expenses of the shrieval system, or possibly a fine for not serving a term as under-sheriff.²⁶ Some years later, in 1691, it was incumbent on his brother David, also at Belluton, to attend the Michaelmas sessions, presumably as a juryman. His "Eyes were soe bad", Locke was told, "that he could not goe". He wanted Locke (whether as his landlord or simply as someone with influence, is not clear) to get him some redress of the 10s fine.²⁷

Following the Highway act of 1555, and other acts, passed during Locke's lifetime, the parish was responsible for road maintainance. It did this mainly by requiring from various of its inhabitants the requisite labour (unpaid, six days a year) and materials (a duty which could be commuted by payment of a fine), or by a monetary levy.²⁸ In a memorandum of 1664 Locke recorded an "Amerciament for the highway" of £6.12s.6d, a charge covering a number of people at Belluton.²⁹ That same year Robert Haroll had 16s.4d (2s the next year) deducted from his rent "for amorents for highway", and in 1673 William Smith at Buckhill (P1/P7) was allowed a 10s payment "for the highways".³⁰

In contrast with the highways and byways, bridges were usually the responsibility of the county rather than the parish, but the costs were borne locally.³¹ In 1664 Francis Lyance at (P1/P7) was allowed sums of 1s.2d and 10d against his rent for a couple of days work "for the country bridge".³²

There were further local payments to be made. The Poor Act of 1661 made each parish responsible for raising money for poor relief.³³ As in other parishes Publow Justices seem to have used land rental value as a basis for assessment in terms of a fixed number of "pays" and a variable rate, which

seems to have usually been set at around 4d per pay. Thus in 1673 William Smith at Buckhill made a half-year 40 pay payment "to the poor" of 13s.4d;³⁴ in 1680 the final poor assessment for the "estate at Buckhill" was raised from £1 to £1.5s, and in 1696 it stood at £3.6s.8d.³⁵ Such payments were allowed against rack-rents.³⁶

An entry of 1680 in one of Locke's notebooks suggests that these payments for the poor included money for the maintenance of the church: "A pay for my living at Beluton to the church and poor is 4 $\frac{1}{2}$ d which is paid to Stanton".³⁷ Whether this was straightforwardly so is not clear. Records for payments for "Church money" do often seem quite separate from those for payments for the poor, as in 1665 when Francis Lyance was allowed "Church money 2s" against his rent³⁸ and in 1677 when Robert Harroll was similarly allowed "for the church 4s.6d".³⁹ But perhaps no weight can be put on the difference of terminology: certainly, the 4 $\frac{1}{2}$ d pay at Belluton which Locke recorded in 1680 for "the church and poor", seems to have resulted in the tenant, Robert Harroll, making an eight pay payment "to the Church" of 3s.⁴⁰

Besides any taxes Locke might have paid he also made voluntary contributions for the poor, making use of his tenants to do so. Thomas Summers, for example, was regularly asked to distribute "20s worth of bread to the poor of Pensford I mean such as haveing been honest labouring people are now past their worke, or else being honest labouring people have a greater Charge than they can well maintain. As for the lazy and idle St Paul has given a rule to be observed, viz that he who will not worke should not eat".⁴¹ Harroll similarly acted on Locke's behalf: "to the poor of St. Thomas by my order £1; to the poor of Stanton Drew 6d".⁴²

Systematic information about national taxes and rates to which Locke and his tenants may have been subject is far more available than any concerning parochial levies.⁴³ Even so, Locke's rent rolls and other papers often leave unclear just which taxes are in question. This is particularly so in the case of the assessments and subsidies of the 1660s and early 1670s.⁴⁴ At various times during this period half-year "tax" payments were made of 2s by Atkins at Old Down, of amounts ranging from £3.10s to £1.6s.9d by Lyance at Buckhill, and of from £2.6s.11d to 8s.8d by Harroll at Belluton.⁴⁵ All these payments were set against rents.

Sometimes, however, the taxes are identifiable. A national tax "for laying an imposition upon chimney hearths", introduced in 1662, involved a twice-yearly levy of 1s on each fire or stove in dwelling houses worth 20s or more in annual rent.⁴⁶ A memo of 1665 was explicit that Anne Hopkins, rather than Locke, was "to pay chimney money" at the Stag's Head.⁴⁷ On the other hand William Smith had the 1s payment of "hearth money" or "chimney money" deducted from his Buckhill rent,⁴⁸ as did Harroll the 3s for Belluton House.⁴⁹

The rent deductible payments "for soldiers" and "militia" made by Harroll (6s, 4s.11d) and Penson (7s.11d) in 1665 presumably arose from the three-year "Militia money" tax "for ordering the forces in the several counties of this kingdom".⁵⁰ Some years later Harroll was more directly involved with expense for the military when in 1687 he claimed some abatement of his rent because of the "great Burden" of being forced to quarter soldiers who passed by the house at Belluton.⁵¹

A tax on land and goods, payable over three years, to "Aid" the king in building a navy was introduced in 1664.⁵² Locke made a note of the payments to be made by various Publow people⁵³ and his rent rolls record half-year "Royal Aid" payments of 14s.4d made by Harroll (Belluton) and of 9s.2d by Lyance (Buckhill).⁵⁴ 14s.4d seems to have been the local assessment for that part of the estate at Belluton rented by Harroll for in 1674 he made two such payments for what was described as "King's Pay".⁵⁵ Presumably the payments were towards Parliament's 1673 grant to the King "for the supply of extraordinary occasions".⁵⁶ Locke allowed those payments to be set against his tenants' rack-rent, as he did the "2 quarterly payments for his disbanding money 5s.11d" which Harroll made in 1680.⁵⁷

From the early 1690s taxes were granted at various times in "aid" to the crown, now in the persons of William and Mary.⁵⁸ The details of their imposition and assessment, which was largely on the annual value of land, varied from year to year.⁵⁹ At the outset there was disagreement in connection with "the King's tax" between Locke's agent Stratton and the local tax commissioners concerning Nineworthys. Did it belong with the rest of the estate at Belluton (as Locke had always counted it) and so was already included in the tax on it, or was it to be taxed separately, requiring Stratton to pay out yet more money on Locke's behalf? (As Stratton noted, the matter had consequences for the payment of local taxes too.) The argument partly turned on whether that piece of land fell in Stanton Drew parish (as was finally decided), along with the rest of Belluton property, or whether (as might appear from its being "on the othe[r] side of the high way" it belonged to St. Thomas parish.⁶⁰

As owners of the land they leased to Locke these taxes were due from the Pophams on the old rent he paid them. In the mid-1690s they were set at 4s in the pound, which meant 8s was due on the £1.19s rent Locke paid on his estate at Buckhill.⁶¹ Locke himself made the payment which was then allowed against his rent.

His own incoming rents at Publow and Belluton were taxable too. In the former case he had made his leaseholding tenants, Gullock (Stags Head) and Summers (Henlys Grove) liable for one sixth and one twelfth of the payments (upwards of £4) for "The Ks. tax";⁶² in the latter case Veale's 1697 quarter payment "to the King" of £3.3s.4d was set against his rack-rent.⁶³

NOTES

The following abbreviations are used: BL: British Library; dB: de Beer; L: Locke's correspondence as enumerated in dB; Moger: Webb and Jones; NA: National Archives, Kew.

Unless indicated otherwise (e.g. BL) all manuscripts are from the Bodleian Library, Oxford.

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(P) Popham's Grant of the 'Estate in Publow'

1. MS Locke f.12, pp. 230-1, 228-9.
2. L293, L936, L1864, L2679; see 'Rates, taxes, and other payments' below.
3. MS Locke c.26, fol. 14.
4. MSS Locke f.12, pp. 6, 251, 249, 242-3, 240-1, 238-9, 236-7, 234-5, 232-3; f.12, pp. 230-1, 228-9; L293.
5. MS Locke c.26, fol. 69; see [F] below.
6. MSS Locke f.12, p. 250, c.26, fols. 63, 69, 74, f.4, p. 29, L936, L954, L2463.
7. L2372, L2390, L2456; see also L2463, L2530.
8. MS Locke c.26, fol. 14.
9. MS Locke f.12, pp. 7, 251; see also NA PRO 30/24/47/30, fol. 11.
10. MS Locke f.12, p. 7; see 'Rates, taxes, and other payments' below.
11. MS Locke f.12, p. 16.
12. MS Locke f.12, p. 16; Summers also rack-rented the Newtinings and the Paddocks from around 1667 to 1672 (see [H] below).
13. MSS Locke f.12, pp. 242-3, 240-1, 238-9, 236-7, 234-5, 232-3, 230-1, 228-9, 226-7, f.13, pp. 12-13, 28, c.19, fols. 3, 27v, c.26, fols. 13v, 69, 73, 94, L293, L936, L952, L954, L1864, L1871, L2372.
14. MS Locke f.12, pp. 2-3.
15. MS Locke f.12, pp. 257, 255, 251, 242-3, 240-1, NA PRO 30/24/47/30, fol. 11.
16. L206, L211, L213.
17. MS Locke f.12, p. 7.
18. MSS Locke f.12, pp. 17, 238-9, 236-7, 234-5, 232-3, 230-1, 228-9, 226-7, f.13, pp. 12, 13, 28, 29, c.19, fol. 2, L293.
19. MS Locke c.19, fol. 77, L1558; MSS Locke f.4, pp. 27-8, c.26, fols. 69, 70, c.19, fols. 3, 26v, L848, L936, L954, L1537.
20. MS Locke c.19, fol. 76 (L1537).
21. L1537, L1822.
22. L1484, L1537.
23. MS Locke c.19, fol. 40 (L1129).
24. MS Locke c.19, fol. 7 (L1558).
25. L1871, L2062, L2152, L2735, L2755.
26. MS Locke c.19, fol. 91 (L1812); see also L1871, L2015.
27. L2008; MS Locke c.26, fol. 73, L2015, L2679; L2142.
28. L2153.
29. L2140, L2153.
30. L2157.
31. L2140.
32. L2155, L2157.
33. L216??
34. L2162.
35. L2162; also L2167, L2176, L2205, L2208, L2226, L2290, L2293, L2295, L2332, L2343.
36. L2176.
37. L2188.
38. L2530, L2560, MS Locke c.26, fol. 94.
39. L2226. Hanny is sometimes called "Joseph".
40. L2155, L2176.
41. L2155; L2108, L2142, L2153, L2155, L2157, L2162, L2205, L2208, L2230, L2295, L2302, L2307,

- L2313, L2332, L2382, L2390, L2463.
42. L2679, L2735, L2755, L3330, L3481, L3502, c.26, fol. 94.
 43. L3310.
 44. MS Locke c.26, fol. 28.
 45. MSS Locke c.26, fol. 29, f.12, pp. 251, 255.
 46. L206, L211; MS Locke f.12, p. 7.
 47. L954, MS Locke c.26, fols. 67, 69, NA PRO 30/24/47/30 fol. 11rv.
 48. MSS Locke f.12, pp. 9, 242-3, 240-1, 238-9, 236-7, 234-5, 232-3, 230-1, 228-9, 226-7, f.13, p. 41, c.26, fol. 69, c.19, fol. 26, L293.
 49. L614, L630, L681, L755, L848.
 50. L296.
 51. MS Locke c.19, fol. 12 (L630), fol. 10 (L614).
 52. MS Locke c.19, fols. 19-20 (L755), L848; also L936, L2062.
 53. L2062.
 54. MSS Locke c.19, fol. 24 (L848), fol. 38 (L936).
 55. MS Locke c.26, fol. 72r (L1864).
 56. MS Locke c.19, fol. 95 (L1871).
 57. MS Locke c.19, fol. 41 (L1204).
 58. See [F] above.
 59. L206, L211; MSS Locke f.12, p. 6; f.12, pp. 9-10, NA PRO 30/24/47/30, fol. 11rv.
 60. MSS Locke f.12, pp. 14, 242-3, 240-1, 238-9, 236-7, 234-5, 232-3, 230-1, 228-9.
 61. MSS Locke f.12, p. 18, f.13, p. 12.
 62. MSS Locke f.13, pp. 13, 28, c.19, fol. 3, cf. fol. 2, c.26, fol. 69, c.19, fol. 28r, L293.
 63. MS Locke c.19, fol. 17 (L681), L741.
 64. L755; L1246, L1258, L1343; L848, MS Locke c.19, fol. 28r.
 65. MS Locke c.26, fol. 73. See [F] for Hanny at Buckhill.
 66. MS Locke f.12, pp. 4, 256, 251, 249, 242-3, 240-1, 238-9, 236-7, NA PRO 30/24/47/30, fol. 11; also L206.
 67. MS Locke f.12, pp. 17, 234-5, 232-3.
 68. MS Locke f.12, pp. 230-1, 228-9.
 69. MSS Locke f.12, p. 17; see also f.13, p. 12.
 70. MS Locke f.12, p. 227.
 71. L293, MSS Locke f.13, pp. 28, 40; c.19, fol. 3r, see also fol. 2, L936, L937, MSS Locke c.26, fols. 69, 70, c.19, fol. 27v.
 72. L952, L954.
 73. MS Locke c.19, fol. 24 (L848); see also L1871.
 74. L1871, MS Locke c.26, 73v-4r, L1871, L1890, L2390, L2382.
 75. MS Locke c.26, fol. 94, L3502.
 76. L3502.

Feare's Tenement, "My estate in Belton"

1. This is not listed, at any rate as such, in the 1660 survey, but see MS Locke c.26, fol. 6r. According to MS Locke b.5/5 Great Ricfurlong was five acres and Amercombe two.
2. MSS Locke f.12, pp. 262; 247-6; 16; see also b.5/5.
3. MS Locke f.12, pp. 263, 262, 7, 16.
4. MSS Locke c.26, fol. 34; c.26, fol. 8, f.12, 1, 259, 257, 256, 255, 254, 242-3, NA PRO 30/24/47/30, fol. 11rv.
5. MS Locke f.12, fols. 240-1, 238-9, 236-7, 234-5, 232-3.
6. MSS Locke f.12, pp. 230-1, 228-9, 226-7.
7. MSS Locke c.19, fols. 2, 3r, 28v, c.26, fols. 69rv, L869; possibly the £23 was made up from £22 for Belluton, and £1 for "the new tyning" in (F13) the East Field (see just below).
8. L293, L296, MS Locke f.13, pp. 12-13, 28, L614, L681, L741, L755, L848.
9. MS Locke c.19, fol. 18 (L741).
10. L869, also L848, L895, L1246.
11. MS Locke c.19, fol. 44 (L1246).
12. L936, L954.
13. L1055, L1258.

14. L296; Rand 1927, 304 (L1369); L869.
15. L895, L1174.
16. L1208, L1406.
17. L1343, Rand 1927, 304 (L1369).
18. L1419, L1864, L2372, L2382, L2390; MSS Locke c.26, fols. 73v-74r, L2203, L2208.
19. L1419.
20. L1419, Rand 1927, 317 (L1423), L1426.
21. L2343.
22. L2108, L2208, L2226, L2560.
23. L641, L936, L954, L2679, MS Locke 26, fol. 95r.
24. L848, MS Locke c.19, fol. 36 (L936), L954. In 1665 it was valued, with the three or so acres in the west field, at £3 (MS Locke f.12, p. 5).
25. MSS Locke c.26, fol. 60, f.12, p. 12.

"Tenements and Grounds in St Thomas"

1. MSS Locke c.26, fols. 8, 32, 39, f.12, p. 259.
2. MS Locke f.12, p. 3. There are some discrepancies here in that what seems to be "Old Down" as leased by Burges was said to be worth £2 p.a. with a worth to be sold of £30, rather than, as in 1665, of £3 and £60 (MS Locke c.26, fol. 32). If, for these reasons, Burges' "Old Down" is not Atkins' then perhaps the three acres of "the down close with a paddock adjoining", listed in 1660 as tenanted by Alex. Binnett valued at £3 p.a., is (MS Locke c.26, fol. 9).
3. MS Locke f.12, pp. 17, 257, 255, 251, 249, 242-3, 240-1, 238-9, 236-7, 234-5, 232-3, 230-1, 228-9, 226-7, f.13, pp. 12-13, 28, c.19, fol. 3r, cf. fols. 2v, 28v, c.26, fol. 69, f.4, p. 44, NA PRO 30/24/47/30 fol. 11, L293, L848. Annual payments of 4s or so to the poor were allowed against the rent.
4. L848, MS Locke c.19, fol. 28r.
5. L848, MS Locke c.19, fol. 28r. At L954 this rent is mistakenly(?) described as Lord's rent.
6. MS Locke c.19, fol. 24 (L848).
7. MSS Locke c.19, fol. 25 (L895), c.26, fols. 28r, 73v-74r, 94r, 95r.
8. L2157, L2679.
9. MS Locke c.26, fol. 95r.
10. NA PRO 30/24/47/30, fol. 11, MSS Locke f.12, pp. 259, 257, 254, 251, 242-3, 240-1, 238-9, 236-7, c.26, fol. 8.
11. MS Locke f.12, p. 5. The half-year record in 1665 that "T. Jones paid me for Old Down £1 and as 1/9 of taxes ..." (MS Locke f.12, p. 249), was surely meant to refer to Nineworthys.
12. MS Locke f.12, pp. 234-5, 232-3.
13. MSS Locke f.12, pp. 230-1, 228-9, 226-7, f.13, pp. 12-13, c.26, fol. 95r.
14. MSS Locke c.26, fol. 65r; c.19, fols. 3r, cf. 2v, 27v; c.26, fols. 69, 73v-74r, f.4, p. 44.
15. MS Locke f.4, p. 23, L2382, L2560, L2679, L2756, L3310, L3330, L3481, L3502.
16. MS Locke c.26, fols. 94, 95v.
17. Locke MS f.12, p. 5, c.26, fol. 34.
18. MS Locke f.12, p. 258.
19. MSS Locke f.12, pp. 5, 255, 251, 250, 242-3, 240-1, 238-9, 236-7, 234-5, 232-3, 230-1, 228-9, 226-7, f.13, p. 12, c.26, fols. 34r, 69r, NA PRO 30/24/47/30, fol. 11, c.19, fols. 2r, 3r, f.4, p. 20, c.19, fol. 3, L293, L936, L954, L1669, L1871.
20. L1561.
21. MS Locke c.19, fol. 81 (L1669), L1680.
22. L1812, L1963, L1957, MS Locke c.26, fols. 73v-74r; for some reason William Gullock paid the rent in 1695 (Locke MS c.26, fols. 73v-74r).
23. L2679, L3330, L3310.
24. L3310.
25. L3330, L3481, L3502.
26. MS Locke c.26, fols. 95, 94.
27. L211, MSS Locke c.26, fol. 52r, f.12, p. 8, NA PRO 30/24/47/30, fol. 11v. Perhaps Mrs Floury was only recently widowed (L206). The spelling of the name varies -- Floury, Flory, Flourre. There is mention in other contexts of a "John Flower", but a clearly different person from John Floury (L206, L211, L213).
28. MSS Locke c.26, fols. 8, 32, 34r, 39r, f.12, pp. 5, 255, 260. Though the rent remained the same,

- Bayly's house was valued prior to 1660 at £3 p.a. with a worth to be sold of £28 (MS Locke c.26, fols. 32, 39r) and then at £3.5s and £43 (MSS Locke c.26, fol. 34r, f.12, p. 5).
29. NA PRO 30/24/47/30, fol. 11, MSS Locke f.12, pp. 242-3, 240-1, 238-9, 236-7, 234-5, 232-3, 230-1, 228-9, 226-7, L293.
 30. L936, L954, MSS Locke c.19, fol. 27v, f.4, p. 20.
 31. L641.
 32. L641.
 33. L654.
 34. L741. Stratton had suggested £18, but would have accepted £17.
 35. L848; later, the widow Shatter ("very shatter witted now", Stratton commented), claimed that this fine also included changing Floury's life (MS Locke c.19, fol. 25 (L895).
 36. L869, MS Locke c.19, fol. 25 (L895), L901.
 37. L1204, L1208, L1275. When Shatter left she removed some doors and wanted payment for others. "What the lawe will alow in that case" Stratton was not clear (MS Locke c.19, fol. 48 (L1282).
 38. MS Locke c.19, fol. 47 (L1275).
 39. MS Locke c.19, fol. 48 (L1282).
 40. L1282, L1296, L1297.
 41. MS Locke c.26, fol. 73v; L1296, MS Locke c.26, fol. 84 (L2679), L2735.
 42. L2735.
 43. MS Locke c.26, fols. 94v, 95v.
 44. £1 value p.a., £5 worth to be sold; MS Locke c.26, fol. 32.
 45. £1 value p.a., but worth to be sold of £7, MSS Locke c.26, fol. 34, f.12, p. 5.
 46. MS Locke f.12, p. 259; the supposition that he paid in 1665 depends on his being the same as "John" and "J." Floury, and on its being partly for Gardiners (partly also for Lockiers tenement, see below) that his payments were made (MS Locke f.12, pp. 250, 251, 254).
 47. L206, NA PRO 30/24/47/30, fol. 11rv, MS Locke f.12, pp. 242-3, 240-1, 238-9.
 48. MS Locke f.12, pp. 238-9, 236-7, 234-5, 232-3, 230-1.
 49. MS Locke f.12, pp. 228-9, 226-7, L293.
 50. MS Locke f.4, p. 23, L293, L755, L936, L1680, L1871, L2372, L2382, L2390, L2679.
 51. MS Locke c.26, fols. 69, 73v, 95v, 94r.
 52. NA PRO 30/24/47/30, fol. 11rv.
 53. MS Locke c.26, fol. 32r.
 54. 3 lives, old rent 1s p.a., £1 p.a., worth to be sold £7; MSS Locke f.12, p. 5, c.26, fol. 34r; see also f.12, p. 259 which records that "J. Floury [paid] 6d for 1/2 year for his own tenement". By 1668, however, the reference of "Flowry's tenement" (now A. Floury's) is the Potters House (MS Locke f.12, p. 242-3, 240-1).
 55. MSS Locke f.12, pp. 242-3, 240-1; 238-9, 236-7, 234-5, 232-3, 230-1, 228-9, 226-7, c.26, fol. 69, L293, L296.
 56. MSS Locke c.26, fol. 69, c.19, fol. 3.
 57. L1561, L1864, L1871.
 58. MS Locke c.26, fol. 72 (L1864).
 59. Apparently already somewhere a tenant of Locke's (L550, L568, L952).
 60. L654; a further obscurity, or at least complexity, is that Jonathan Floury was one of the lives on her lease.
 61. The son is named as Summers, so perhaps his mother, now Mrs Kemp, was widow Summers.
 62. MS Locke c.19, fol. 19 (L755).
 63. L1561, MS Locke c.26, fol. 87r.

Rates, Taxes, and Other Payments

1. Though Cranston, 79, n. 4 implies otherwise.
2. MS Locke c.25, fol. 6; see also Moger, 554.
3. MS Locke b.5/2.
4. MSS Locke f.12, p. 250, f.13, p. 13, c.26, fol. 69r, c.19, fol. 3, L2247, L2265, L2283, L2372, L2679.
5. A Mr. Curtis in the early years (L213, MS Locke f.12, p. 250), a Mr. Palmer later (L2167, L2247, L2265, L2283).
6. L936, L1864, L2679, L2755, MS Locke c.19, fol. 3.
7. MSS Locke f.4, pp. 33, 49, f.12, pp. 248, 242-3, 240-1, 238-9, 236-7, 234-5, 232-3, 230-1, 228-9, 226-7, c.26, fols. 69r, 73v-4r, L293, L936, L954, L1864, L2372, NA PRO 30/24/47/30, fol. 11.

8. Clay, 87.
9. MS Locke f.12, p. 251.
10. MSS Locke f.12, p. 254, f.13, p. 30.
11. MSS Locke f.4, p. 44, f.12, p. 254, f.13, pp. 49, 50.
12. Braddick 1994, 151-2.
13. Clay, 87.
14. MSS Locke c.26, fol. 60, f.12, pp. 248, 12.
15. L2226, L2230. Gullock's lease of Nineworthys, however, explicitly laid down that he was not to pay a proportion of taxes but was "absolutely discharged from all payments except tithes" (Rand 1927, 223 (L954), also L936).
16. But Cannan, Tate, Webb 1963 (a), Webb 1963 (b) are of great help.
17. MS Locke, f.12, pp. 257, 254.
18. Tate, 33; also Webb 1963 (a), 15-17.
19. L2226, also L2293.
20. MS Locke c.19, fol. 41 (L1204).
21. L952; MSS Locke f.12, pp. 250, 257, 259, f.13, p. 48; Webb 1963 (a), 19, 212n. Alternatively, just as the house was expected sometimes to provide a tithingman or constable, it may have been expected also to make payments towards the expenses of that office (Webb 1963 (a), 28-9, 129).
22. MS Locke c.26, fol. 94.
23. L936, L954; similarly Haroll at Belluton was subject to one or two(?) tithing pays (MSS Locke f.12, p. 255, c.19, fol. 3).
24. dB, vol. 3, 206.
25. MSS Locke f.13, p. 48, c.19, fol. 3; c.26, fol. 94; c.19, fol. 3, f.4, p. 44.
26. MS Locke f.12, p. 254; see Webb 1963 (a), index for under/sheriff.
27. MSS Locke c.19, fol. 78r (L1561).
28. Tate, 27, 241, Webb 1963 (b), chaps. 2-3.
29. MS Locke f.12, p. 4.
30. MSS Locke f.12, pp. 259, 250; f.13, p. 49.
31. Webb 1963 (b), chap. 5.
32. MS Locke f.12, p. 257. His "mending the dike" earned him 4s credit.
33. Oxley, 47-8.
34. MS Locke f.13, p. 50; see also Lyance at Buckhill in 1665 (MS Locke f.12, p. 251).
35. L294, L543, L550, L2372. See MSS Locke f.4, p. 44, f.12, p. 250, f.13, p. 48, c.19, fol. 3, c.26, fol. 94, L2390 for Robert Haroll and John Veale at Belluton; and MSS Locke f.4, pp. 23, 44, f.12, pp. 249, 257, 255, f.13, pp. 50, 30-1, L614, for James Atkins at (ST1) Old Down.
36. MSS Locke f.4, p. 44, f.13, p. 48.
37. MS Locke f.4, p. 2.
38. MS Locke f.12, p. 251.
39. MS Locke f.13, p. 48; see also William Smith's 1673 payment of 10s "to the church" (MS Locke f.13, pp. 49-50).
40. MS Locke c.19, fol. 3, f.4, p. 44.
41. MS Locke c.26, fol. 84v (L2679), also L2153.
42. MS Locke f.13, p. 30.
43. For example, Chandaman, Jurkowski.
44. See also Braddick 1994, 158-67, Kennedy, 43.
45. Atkins: MS Locke f.12, pp. 238-9, 234-5; Lyance: MS Locke f.12, pp. 242-3, 240-1; Haroll: MS Locke f.12, fols. 242-3, 240-1, 238-9, 236-7, 234-5. See also William Smith at Buckhill, £3.8s.9d down to 11s (MS Locke f.12, pp. 238-9, 236-7, 234-5.), and Hopkins, 18s to 9s (MS Locke f.12, pp. 242-3, 240-1, 238-9, 236-7, 234-5).
46. 14 Car II c.10; Braddick 1996, 102, Dowell, vol. 2, 26-7, Jurkowski, 261-5.
47. MS Locke f.12, p. 6.
48. MS Locke f.13, p. 29.
49. MSS Locke f.12, pp. 254, 255, 259, f.13, pp. 30, 49, f.4, p. 44.
50. MS Locke f.12, 255, 250; 14 Car. II c.3 (1662), Jurkowski, 261, Chandaman, 157, 327.
51. MS Locke c.19, f.39 (L952), L1208, dB vol. 3, 242.
52. 16&17 Car. II c.1 (Jurkowski, 266-7, Chandaman, 157, 162-3).
53. MS Locke f.12, p. 4.
54. Haroll: MS Locke f.12, pp. 254, 250; Lyance: MS Locke f.12, p. 254.
55. MS Locke f.13, pp. 29, 30; the six month "King's present" assessment for Buckhill (now William Smith) seems to have gone down to 8s.9d (MS Locke f.13, p.

49).

56. 25 Car. II c.1 (Jurkowski, 271, Chandaman, 157, 185-6).

57. Locke MS c.19, fol. 3; Car. II c.1 (Jurkowski, 274-5,

Chandaman: 157, 189: a grant of supply to pay and disband the armed forces.

58. 1 W&M, s.2, c.1, 3 W&M, c.5, 4 W&M, c.1 (Braddick 1996, 98, Dowell, vol. 2, 47-51, Kennedy, 44-6, Ward, 3-4, 7).

59. L936, L1871, L3502.

60. L1448, L1537, MS Locke c.19, fol. 77 (L1558), L1603, L1612.

61. L2208, L2247, MS Locke c.26, fol. 73v.

62. L2372, L2679.

63. L2390.

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