

The Dynamic of Design: 'Source' Buildings and Contract Making in England in the later Middle Ages

by Gabriel Byng

Two of the most remarkable characterisations of the relationship between a medieval patron and his architect are given in illustrations to texts by Matthew Paris, one of the 1240s and the other of the early fourteenth century (**Figs 1 and 2**).¹ They both show a king and his master mason engaged in animated conversations during visits to building sites. The mason, recognisable by his compasses and set square, is explicitly engaged in speaking to the king in one scene, and is addressed directly by him in the other.² The king's retinue is demoted to the edge of the image, lest it impedes the discussion. The conversation between patron and architect breached a vast social distance but appears quite natural, even inevitable. How else were they to agree their plans for the new work? Sadly, the kind of conversation that the artists imagined must remain unknown. Historians can extrapolate from gesture and circumstance but it is to their great misfortune that they cannot eavesdrop.

The study of the patronage of medieval art and architecture has benefited from highly nuanced accounts of how commissions met the political, personal and devotional interests of their funders but we still understand little of how patrons communicated with 'their' craftsmen. Art historians are usually compelled to find correspondences between the final object and what is known of the patron's character or ambitions in order to suggest what influence the latter had over the design, focusing particularly on what cannot be explained as part of the architect's *oeuvre* or the region's traditions. This methodology, however, tends to provide accounts that cannot tell apart a patron's social, economic or liturgical concerns from his or her aesthetic preferences, which are difficult to establish, and tends to give all or many

of the finer points of a design to the architect. It is rarely possible to account for how, or specifically which, desires, details or requirements were made known to the contractor. These lacunae may be understood as concerning two sets of questions: what methods – linguistic, graphic or otherwise – were used to communicate patrons' wishes to the artist, and how determinative were they? Did they, for example, ask for specific dimensions and mouldings, pointed arches, big windows, well-lit choirs, or pseudo-Dionysian interiors? The implications of their answers run not only to our understanding of patrons, their concerns and interests, but also to the genesis of medieval architectural design. How much of a medieval building was designed by its patron, how much by its master mason and how much by the consultants, administrators and other craftsmen that large building projects required? Or, to extend that question, how did the dynamic of their interactions generate a design?

A useful insight into 'the dynamics of the medieval design process itself' was given by Lon Shelby some forty years ago, when he argued that a near continuous conversation between the on-site architect and patron during construction created 'a symbiotic relationship between medieval patrons and architects which made each dependent on the other'.³ Shelby reconstructed the nature of one such relationship, between mason and patron, by using the contract for a new dormitory at Durham Cathedral Priory in 1398. He argued that the requirement that the gable window was to be 'made to the wishes and judgment' of the prior indicated 'that the prior would suggest what he wanted before the master mason set himself to the technical tasks of drawing the plans and templates', which would then require the prior's approval. This 'problem and solution' model (my term) is intended to restore the patron to a position of some importance in the design process, as against the claims of G.G. Coulton and his followers, although Shelby still gave all the 'technical aspects of construction' to the contractor.⁴ Despite being based on slight textual evidence, Shelby's account is supported by the social and intellectual context in which designs were made. The

monks presumably did not make architectural drawings, nor understand the niceties of planning ribbed vaults or gauging the necessary depth of a buttress, but they no doubt laid out a specification for the project and retained the power of veto over the proposals. The strict sequential relationship implied by this account, however, can be disregarded. Through critical reflection, initial solutions could lead to more, or better defined, problems and so, in turn, to more finessed solutions. Nor should Shelby's claim for the 'more or less continuous presence of the architect' – certainly untrue for many major commissions from the early thirteenth century– weaken his argument. The dynamic could have taken place even if the master mason or patron were present for only short periods. It is even possible to accommodate creative 'play' with forms and ideas, and the 'drawing out' of a design using geometric rules, both well-studied aspects of medieval design, within this model – the architect had the free reign of his imagination and artistic skill, provided of course that his solution met the needs of the patrons.⁵

Shelby's analysis is couched in the historical philosophy of the mid-twentieth century, and is consistent with Karl Popper's emphasis on problem-solving as a mechanism for invention and R.G. Collingwood's on the necessity for historians to 're-enact' the past in their minds.⁶ Particularly pertinent to art historians was Gombrich's Popperian account of artistic development in *Art and Illusion* as occurring 'under the pressure of novel demands'.⁷ To show this point, Shelby's analysis of the Durham contract, at least in the form that I have presented it, can be restated in explicitly Popperian language, as the analysis of a solution to a new and demanding problem set by the monks. Thus, Shelby tries to recover the dynamic of the dormitory's creation by establishing the 'problem situation' within which the craftsmen were working, and the process of 'error elimination' (in the form of the abbot's veto) of their 'tentative theory' (the initial proposed solution).

SOURCE BUILDINGS

There are few documents that promise to reveal communications between patron and architect, and contracts, like that for Durham, are some of the most enlightening. However, using them to derive the design instructions given to medieval craftsmen is problematic. Their purpose was to provide a standard against which the building and the payment for it could be held and judged in the future, if necessary in court. It is therefore unlikely that they formed any part of the actual design instructions given by patrons to contractors.⁸ They did, however, record a version of a part of them. That they were not the totality is demonstrated implicitly by the many ‘missing’ details in the text of the contract, which in every case included important design questions and often also substantive details of cost or deadline. Many contracts made explicit reference to the need for further decisions to be taken by patrons or contractors. There is no indication that they were used as a working document during construction.⁹ Wills sometimes include indications of instructions given by testators, and will be quoted in this article, but usually they have little or no information about design content let alone the dynamic of decision making. That of William Wykeham in 1403, for example, records some of the instructions for the new nave at Winchester Cathedral, but only that the work proceeds east-west, that it is done ‘conformably and decently’, that the prior and convent pay for scaffolding, lime and sand, and that ‘the disposal and direction of the new work shall be in the hands of Master William Wynford, and other sufficient and discreet artisans’.¹⁰ Like contracts, wills do not, even cannot, represent the totality of the patrons’ instructions, and many a testator asks his wife or other party to oversee a project ‘as she knows my mind’.¹¹

Nevertheless, contracts, wills and some other documents regularly feature one important clue to the content of these instructions and the medieval design process. Many require the new structure or a part of it to be alike in some sense or another to an existing building. There is

no established modern terminology for buildings used in this way, so for the purposes of this article I will call them ‘source building’. The contemporary terminology was relatively extensive – typically the new building is to be ‘like’, ‘as’, ‘like wise’, ‘after’, ‘according to’ or ‘better than’ the old, often in its ‘form’, ‘manner’, ‘pattern’, ‘workmanship’, or dimensions (‘breadth’, ‘width’, ‘proportion’, ‘bigness’, and so forth), but also, less commonly, in its ‘value’, ‘making’, ‘substance’, ‘fashion’, or ‘cast’. In Anglo-French the terms are usually direct equivalents: the new is to be ‘*come*’, ‘*selonc*’, ‘*accordantz a*’ or ‘*en la manere*’ or ‘*forme*’ of the old, or an elaboration of the phrase such as ‘*en la manere et forme en toutz poyntz*’. The Latin vocabulary was rather broader, using verbs such as ‘*conformare*’ and ‘*coaequare*’, or phrases including ‘*ad modum et formam prout*’, ‘*secundum formam et dispositionem*’, or ‘*ad similitudinem*’. Differences in terminology did not evidently indicate differences in how the source buildings were to be employed. Rather, as shall be shown, the same phrase could have quite different implications, even in the same contract.

The words, in fact, had a broad spectrum of contemporary meanings. The ambiguity of the word ‘form’ – *forma* (L), *forme* (Fr) – is both representative and instructive, with uses that could encompass outline, appearance, representation, character, essence (as in a Platonic ‘form’), constitution, type and, simply, beauty. Several other words could suggest either qualitative or quantitative qualities: ‘disposition’ or *dispositio* implied not just character or attitude, but also ordering and regulation, for example; *modus* similarly referred to both manner and measure. Many such words had related verbs that described the creative act, both mental and physical, including ‘form’ (*formo, former*), ‘fashion’ (*facio, facioner*); ‘cast’ and ‘pattern’.¹² The most unfamiliar of these to modern readers is probably ‘pattern’, a word derived from *patronus*, and often used for a model or blueprint for building work. Words such as ‘like’, ‘as’, ‘after’, or ‘according to’, and ‘*coaequare*’, ‘*conformare*’ or ‘*secundum*’, could imply similarity, but also appropriateness or correspondence, and refer to the judicious

employment of features that complemented or harmonised with their source without duplicating it. This is found most clearly in ‘accord’, which derives from *accordare*, ‘to agree’, but literally means ‘to the heart’ or even ‘the soul’. These words thus integrated source buildings into the method of the new building’s intellectual and physical creation. Rather than requesting a facsimile, they contributed to the description of a novel design, independent of the source but including characteristics drawn from it, and suggested the discriminating relationship between it and the new work.

This wide repertoire of meanings alerts a modern reader to the prudence of an open interpretation of contractual instructions and, equally, to the necessity for further refinement for a mutual understanding between the patrons and the architect. A good example such a necessity is the famously vague but competitive-sounding demand that the new is ‘better’ than the old.¹³ As with every term, the written record précised agreements that had been made previously with greater clarity: ‘better’ walls could have been thicker, or taller, or more narrowly jointed, or in finer materials (or a combination of these) – and there is no reason to believe that this stipulation was unclear to either party, and every reason to suppose that it was so clear that it was unnecessary to record it in the contract.¹⁴ Furthermore, when a lengthy, oral back-and-forth was turned into a legal agreement it was generally summarised using a distinctive vocabulary, which may have had only an indirect relation to the spoken language. As is the case in modern English, words such as ‘form’, ‘manner’ or ‘fashion’ did not carry an exclusively aesthetic significance and were commonly used in contracts and wills with reference to legal processes.¹⁵

Shelby is clear why source buildings may have been used, and, as his arguments are typical of, or even more sensitive than, those of many other scholars who have considered the question, they are worth repeating here. Source buildings, he explains, ‘could save many words in a contract and avoid any misunderstanding’, and they are useful in particular when

the patron is lacking in ‘technical vocabulary’ or ‘technical understanding’, since they can take the place of drawings or written specifications (although both were also used at Durham, a point which will be returned to later).¹⁶ In other words, they were a pragmatic solution to an ignorance of architectural terminology and design.¹⁷ Some authors, however, have seen them differently – as a ‘plagiarism’ that could substitute originality with imitation or replication, although this is a distinctively modern idea of invention.¹⁸ Shelby also posited that source buildings ‘allowed the patrons to exert their will regarding fundamental design questions, as well as details of structure and construction, but it did not put a strait-jacket on the creativity of the master mason’ and it is this point that will be elaborated in this article. Shelby did not elucidate what he meant by ‘fundamental design questions’ but the Durham contract would suggest they were vague and limited in extent – the new dormitory walls were to ‘be of decent form and strength, or better, than is a certain tower in the Castle of Brancepeth called the Constable Tower, which tower indeed will be the model for this work’ (Shelby’s translation). This requirement, however, would seem to belong better in the category of ‘construction’ or ‘structure’, than of ‘fundamental question of design’.

Such vague demands, rather outside questions of design, characterise many but by no means all medieval building contracts, and risk suggesting that all medieval patrons had little interest in the final appearance of their buildings, provided they were constructed on time and to budget, and were sufficient for their intended use. This article, however, concerns those contracts that reveal something of the content of the patrons’ design instructions, and shows them laying down more prescriptive directions than those adopted at Durham. It will, therefore, advance Shelby’s intention to show that patrons sometimes took on significant responsibility for determining designs, albeit if perhaps guided or stimulated by their architects. These examples will also be used to argue that in many cases patrons, rather than just specifying a problem for their craftsmen to solve, also laid down aspects of the solution

too. These requirements, moreover, were based not on their political, religious, social or civic interests but on specific and well-considered aesthetic preferences and judgements, rooted in a discursive process that both preceded and continued after the sealing of the contract. The use of source buildings not only provided a makeshift substitute for an extensive vocabulary but also demonstrated a sophisticated understanding and critique of contemporary local and regional architecture, while allowing relatively specific directions to be given to contractors.

The agency in the choice of source buildings can reasonably be understood to be the patron's, if perhaps guided by and negotiated with the contractor. A craftsman might suggest other examples (including ones that he had worked on), arguing for their quality or success, and might identify particular features worthy of duplication, but the final choice would be the patron's. As a large degree of discretion tended to be built into medieval contracts (both explicitly and implicitly, through silence), there was no need for the contractor to specify design requirements not required by the patrons. In other words, if the contractor wanted to use a source building there was nothing in the contract to stop him, unless he had agreed not to. The only impetus for him to specify particular design details would be to 'manage expectations' but the use of source buildings would not have helped him to do so. Patrons, however, would provide design criteria, including source buildings, in order to insist upon the final appearance of their new building and, ultimately, so that the patron could sue the craftsman should it not be realised. The contractor, of course, would only agree to designs he could realistically execute and the contract would protect him in case of non or late payment. Several contracts can be used to indicate who was responsible for the choice of source building. For example, one of the sources for the battlements at Orby church, Lincolnshire, in a contract of 1529, was the church at Ingoldmells, about five miles to the west.¹⁹ Here the choice is likely to have been the patrons' as one of their relatives held land there.²⁰

As in the previous example, the choice of source building is often easily explicable. Some private individuals chose other buildings they owned and evidently favoured, as Sir Thomas Ughtred did at Brandsby, North Yorkshire, in 1341, where the roof timbers for the manor house were to correspond with those of the patron's hall in York,²¹ or William Waynfilet did at Wainfleet, Lincolnshire, in 1484, where a new roof and floor were to be 'aftur the patron and facyon' of the gatehouse of Esher, Surrey.²² I will return to both examples shortly. The desire to recreate particular liturgical arrangements can also be found, such as at Hull in 1502–03 when money was left 'to make the ascent and descent at the high altar and the chapel roof at the elevation [...] even as it is at the cathedral church of Lynn (*sic*); to wit, let an angel be let up and down until the end of singing'.²³ Consistency was important in both architectural and decorative works. In 1317, for example, twenty-eight new choir stalls at Hatfield Regis Priory, Essex, were commissioned to match six recently made stalls there.²⁴ In 1458, Alan Engeham left money from the sale of certain lands to All Saints, Woodchurch, Kent, 'if they will permit the Chancel of our Lady of Wodechurch to be made ten feet larger, after the form of St Nicholas' Chancel'.²⁵ This was the existing south chapel and the new extension to the east was indeed of the same width, and both chapels are under a single pitched roof.²⁶ The buttresses are very similar, although not identical, but the window tracery is very different. 'Form' in this case thus meant plan and structure, and did not include decorative work. In 1534 a new chancel roof and gable window in Altarnun, Cornwall, was to be 'after the patente' of those in the south aisle.²⁷ In this instance, the new east window is almost impossible to tell apart from the south ones – four lights with alternate tracery and subarcuations – but with cinquefoiled lights and curved arches, rather than ogees, befitting its exalted location. Lastly, Richard Burchard gave money 'towards making a window in the Church [of Little Mongham, Kent], in like wise and manner as the window is on the north side there' in 1534.²⁸

Even when the choice was much more open it is usually clear why sources were chosen. They are usually strikingly close by, often within a few miles, and typically recently built.²⁹ Their choice may have been determined by competitiveness, but patrons with a limited number of examples to draw upon were often selecting sources that they considered to have potential for improvement, or to be of high quality and modish design.³⁰ Proximity of sources did not necessarily imply that patrons were unimaginative or indiscriminating in their choices. Churchwardens' accounts show them riding to numerous different locations outside the parish to survey buildings of suitable quality as guides for new designs. The wardens together with some other parishioners at Yatton, Somerset, for example, rode to five different locations in connection with the planning of a new rood loft in 1446–47 – and in at least one case specifically to view another church's loft.³¹ Roofs feature very often in surviving records. In 1335, parishioners in York built a row of houses after one owned by Richard de Briggenhall but with timberwork as at the house of Simon Gower opposite.³² The examples at Brandsby and Wainfleet have already been cited. Specifying such sources not only required a particular aesthetic but also obviated the need for a complex technical description of the roof.³³

None of the architectural examples considered here give reason to think that the sources mentioned in contracts were chosen for their symbolic or associative value in Richard Krautheimer's iconographic sense of the medieval 'copy', in which buildings were intended to evoke exemplars such as the church of the Holy Sepulchre by using some essential characteristics of the original.³⁴ Nor were these 'quotations' chosen to demonstrate the support of political rivalries.³⁵ Rather they were used for the purpose of defining the patrons' wishes regarding the aesthetic of the final object more exactly. The final designs may have been intended to have associative qualities of course, but the function of source buildings in design instructions was communicative only.

That source buildings were not used only as a convenience by inexperienced patrons with minimal technical vocabulary or knowledge (or drawing skill) is also suggested by the social range of documented examples. Source buildings appear in contracts ranging from private individuals building mills or commissioning windows to royal commissions. Henry III, for instance, regularly used source buildings in his writs to his craftsmen, even quoting examples he had seen several years previously.³⁶ An early contractual example of the use of a source building dates from 1324, when the roof of the small hall in the Palace of Westminster was to be recovered in the same fashion as the south roof of the abbey church.³⁷ In 1373 the contractor for two rows of shops in Southwark was required to construct these on the lines of another range of shops at Friars Austin.³⁸ In 1387–88, two watermills to be reconstructed in Southwark were to be modelled on neighbouring mills owned by Battle Abbey.³⁹ In 1422, the bridge at Catterick, North Yorkshire, was to be ‘acordand in substance’ to that at Barnard Castle, Co. Durham, and ‘with ye same Thiknes’ of parapets.⁴⁰ There are, of course, numerous examples from outside England.⁴¹

Sources were also specified by major patrons for non-architectural commissions. In 1439, the brass cage around the effigy of Richard Beauchamp in St Mary, Warwick, was to be ‘after an Hearse of timber which the Executors shall make for a pattern’.⁴² In 1475, the new rood-loft for Eton College was to be based on that of Winchester College (for the west face of the rood loft) and St Thomas of Acre, London (for the east face and choir stalls).⁴³ In 1509, Henry VII willed that ‘every house of the four orders of Freres, and in likewise every parish Church within this our Realm, not having a pixe, nor none other honest vessel of silver and gilt, nor of silver ungilted, for the keeping of the said Holy Sacrament’ would have a new pyx made for them ‘after the fashion’ of a pyx that he had delivered to the Master of the Jewel House.⁴⁴ In 1516, a contract drawn up by St John’s College, Cambridge, required that the choir-stalls and rood-loft be made ‘after and according to’ those in Pembroke and Jesus colleges ‘or

better in every poynt'.⁴⁵ The college was clear as to which features were to be copied for the stalls: 'creests over the Seats and Staulls' as at Jesus, and 'double stauled, wyth lyke lettours, Staulls, and Seats' as at Pembroke. The library desks were also to be made 'after and according to' those in Pembroke, although the features to be taken from the rood-loft are, not specified. In 1518, a contract for the rood-screen at St Mary the Great, Cambridge, required that 'the briste' be 'after and according to the briste' of the screen at Thriplow, Cambridgeshire, 'in all maner', and that 'the bakkesyde [...] be also like to the bakkesyde' of the screen at Gazeley, Suffolk.⁴⁶

More modest patrons could also use source buildings, For example, In 1494, Henry Finch willed 40 shillings for 'the building of an altar' in the chapel of St Nicholas, Icklesham, West Sussex, 'like to the altar in the Church of Iklesham'.⁴⁷ In 1521 John Hall, a burgess in Rochester, asked that 'a stone to be boughth and layde ouer my grave after the forme of Sonemans tombe there in the sayde churche yarde' of St Nicholas, Rochester.⁴⁸ In both instances, it is likely that the request was entered into the text of the will as a contract had not been made but explicit direction was desired, although perforce of the executors' actions rather than the craftsmen's. In the case of Hall the decision concerned a private grave but for Finch his request is likely to have received some approval (or inspiration) from the parish leadership. Testators had good reason to believe such wishes would be carried out (and executors swore an oath to that effect), although failures to do so are well known.⁴⁹ Gifts were often made conditional on the approval of the parish, as in the case of Katherine Cadye, who in 1517 funded the total cost of the masons' wages for a new steeple for Rushmere, Suffolk, to be spent by her husband, 'if the parishioners of Rushmere be disposed to make new their steeple in like fashion, bigness and workmanship as is the steeple of Tuddenham'.⁵⁰ As with contracts, any further design requirements would have needed to be given orally by the testator to her executors, and by them to the craftsmen. Entry into the written record,

however, was not necessary for a testator's intentions to have force after death: there are examples of executrixes, for example, striving hard to fulfil obligations that were not contained in the will's text.⁵¹

The examples cited above are found in adequate number and across a sufficiently wide social, temporal and spatial spectrum to suggest that the use of source buildings was widely adopted and understood throughout the later Middle Ages.⁵² It is almost inevitable that source buildings were used in discussions concerning the choice of designs, then as now, and so in the drafting of contracts, even when they are not mentioned in them by name. Those contracts that do name source buildings are likely, therefore, to be indicative of part of the discursive process used to develop design 'solutions' even in those that do not.

COMMUNICATING WITH THE MASON

The design criteria contained in contracts typically include only a few broad requirements, such as overall dimensions, the numbers of windows and doors, or details concerning materials. Only rarely are there further demands concerning, for example, window tracery, buttressing, sculpture, panelling, mouldings or door frames. Even the exceptionally detailed instructions by Henry VI for his new colleges at Eton and Cambridge barely go beyond dimensional and structural requirements. 'Stylistic' demands are minimal and vague, as is famously illustrated by Henry's 'will and intent' of 1448 for King's College chapel requiring it to be 'in large fourme clene and substancial, setting a parte superfluite of too gret curious werkes of entaille and besy moldyng'.⁵³ As I have argued elsewhere, these 'omissions' were because the written contract was understood to be principally a record of inflexible (and contentious) agreements regarding finance, deadlines and responsibilities for the provision of materials, transport and labour, and not of design instructions, which were considerably more

flexible and continued to be discussed after the contract was agreed, and even during construction, as will be discussed in greater detail later.⁵⁴ There is no evidence of the use of supplementary written contracts for the same unit, although a single project could of course require several contracts (as was often the case for roofs, for example).⁵⁵

In answering the ‘how much’ question posed in the introduction, it is important to stress again that contracts can reveal only (part of) a communicative toolkit and (part of) its application in specific scenarios. The decision to include extensive detail – whether expressed discursively, as at King’s College or in the famously extensive contract of 1434 for the nave of Fotheringay, Northamptonshire, through the use of source buildings, or with drawings or models – may point to the controlling hand of a demanding patron in these scenarios but does not disprove it in those where the design methodology left little or no record.⁵⁶ It is equally risky to assume that the explicit use of one communicative technique implies either the omission of another or a greater or lesser degree of patronal control: drawings can be more specific than written description but can, alternatively, be vague or obfuscatory, while the former (whether made on paper or with a finger in the air) may have supplemented the latter without being recorded. Equally, the examples of source buildings cited in this article will reveal a spectrum of uses that range from the highly specific to the very imprecise, at least insofar as their function was described in a contract or will itself, although in practice the source building could prove more or less influential than required on paper.

Drawings, source buildings and highly descriptive texts are combined on several occasions, as at Durham or in a contract for three houses in London of 1410, since one technique did not obviate the need for another, and the cautious and legally minded patron may have wished to combine all three.⁵⁷ At Wolverhampton in 1476 the new steeple of the parish church was to be constructed ‘according to a patron [i.e. drawing] left with the said [patrons] and also according in part to the tower of [building name left blank]’.⁵⁸ It is impossible to know

whether the drawing left certain matters blank, about which the mason was to take the source building as his guide, if the drawing was itself an adaptation of the source building, or if the mason was expected to combine the two in some other discursively predetermined way, although with the drawing probably taking precedence. That the church from which the design was to be taken was not specified might suggest that the choice of exemplar was under discussion, between the patrons or between patrons and masons. If so, then this was not important enough to delay the making of the contract, thus supporting the contention that contracts were for dealing mainly with questions of finance, responsibility and schedule rather than design.

These communication techniques are best understood as providing a repertoire available to patrons and architects, but one drawn upon unevenly according to custom, convenience and necessity, and often without record. Different crafts, as well as different regions and masons, developed their own design techniques; different projects were more naturally expressed through some techniques rather than others; and different patrons no doubt had their own, differing, preferences. That drawings appear quite rarely in medieval building contracts is no doubt partly a natural omission, as they were part of the design process and so not relevant to the contract, and partly because interpreting two-dimensional plans and elevations required a sophisticated semantic toolkit to be shared between patrons, architects and craftsmen, making it often more efficacious to use gesture and verbal description, including source buildings, to explain a particular point.

In one instance the necessity for further elaboration of the use to be made of a source building was made explicit. In 1485–86, at Thornham Parva in Suffolk, the patrons required that their church tower be constructed ‘after the patron [i.e. pattern]’ of the steeple at Easthorpe, Norfolk, ‘with the amendment of certeyn thynges apperteyning to the same’.⁵⁹ This ‘amendment’, not specifically recorded, would have been given in a set of additional oral

instructions interpreting the Easthorpe tower to suit a new context. The ‘patron’ to be followed must have included both structural and decorative elements, but reconstructing the amendments can be tentative at best. Identifying Easthorpe among the many Norfolk place names containing ‘Thorpe’ cannot be done with certainty, but a seventeenth-century document in the Norfolk Record Office identifies an Easthorpe in Guiltcross hundred, indicating the place could be either Besthorpe or Gasthorpe, the latter situated some twelve miles to the north-west of Thornham Parva.⁶⁰ Archaeological evidence indicates the model is most likely to be Gasthorpe’s ruined tower, which was then possibly recently built. It has a bell opening of two cinquefoiled lights beneath a quatrefoil and is unbuttressed with ashlar quoins.⁶¹ The Thornham Parva tower is considerably shorter, of just two stages, but also unbuttressed with ashlar quoins, and with a simple two-light west window with tracery similar to the bell-openings at Gasthorpe. Moreover, its dimensions suggest it is probably abbreviated, perhaps by a storey, in which case it may once have shared further similarities with Gasthorpe.⁶² The likely cause for such a reduction in height was no doubt the same reason that the case was taken to Chancery, which was that ‘the uttermost part of the oon [one] side of the wallis... is fallen downen a fote and more in to the walle the heith of xi fote and so [it is] by no menys possible that [the] work may stonde’.⁶³

USING SOURCE BUILDINGS

The Thornham Parva example demonstrates that patrons could require specific adaptations (‘amendments’) to source buildings to suit their own requirements, even though contracts rarely divulge the contents of their instructions. The remainder of this article looks at a series of exceptions that show patrons carefully and creatively choosing and combining aspects of different buildings, as well as requiring certain specific improvements, to create final compositions with which they were content. The range of features or properties that could be

drawn upon was broad, even within a single contract. They encompassed both the quantitative dimensions of a building and the qualitative arrangements of its parts, as well as constructional properties such as of walling and buttresses, and decorative details and features, such as window tracery and panelling.

It was noted earlier that the terminology used in these documents implies that patrons sought not ‘copies’ (in the modern sense) but rather new designs that drew upon (were ‘after’ or ‘according to’) the specific characteristics of the source. This is made explicit, for example, in the will of Thomas Steyle, who asked in 1514 that an image of St Thomas Becket be painted on the rood loft at Sutton Valence, Kent, ‘after the form and value of the other Images being in the said work’ – images that were not, presumably, also of St Thomas.⁶⁴

However, there are some rare counterexamples. In 1372, John de Hastings, Earl of Pembroke, willed that his tomb ‘be made as like as possible to the tomb of Elizabeth de Burgh’ at the Minories, London,⁶⁵ and, in 1477, John Paston desired to be buried in the London Carmelite friary in ‘an oratory or as much like as is over Sir Thomas Browne’ in the church of the London Dominicans.⁶⁶ These appear to be requests for replicas, even as they acknowledge that an exact duplicate was impossible.

Some patrons recorded the specific alterations to the source that they sought. In 1439, for example, the patrons at St John-atte-Hill, Bury St Edmunds, required the new roof of their church to be made a foot higher from the top of the walls than one in Bury’s abbey, which was presumably felt to be satisfactory in most of its properties apart from being too squat.⁶⁷ A non-architectural example is that of an image of St George at Wymondham Abbey, Norfolk, which in 1519 was requested to be ‘in dewe pporcyon accordyng to ther patron whyche is the rydyng George’ of Lowestoft ‘except the lying of the Dragon schall vary from the seyd patron for thys Dragon schall lye ramping on the seyd beme’.⁶⁸ Such requirements, however, were not always carried out. The finials contracted in 1533 for the new aisles of the parish

church of Burnley, Lancashire, were to be ‘according to the fashion’ of those on the new Lady Chapel of Whalley Abbey, and to be embattled ‘after the form’ of Whalley but with an additional course of ashlar;⁶⁹ but a change was made to the plan and only the north aisle and nave were rebuilt, the south remaining as it was until 1790. Subsequently, Burnley has been almost totally rebuilt and Whalley demolished.⁷⁰

Some contracts show patrons combining particular, favoured features from different source buildings, as in the examples previously cited at St Mary the Great in Cambridge (1520), St John’s College in Cambridge (1516), Eton College (1475) and York (1335). The contract of 1531 for a new rood-screen at Stratton, Cornwall, was exceptional in specifying a combination of features from three Cornish churches: a loft ‘after the patron [i.e. pattern], forme and facyon yn every thyng’ of St Kew (another wide hall church with slender piers and no chancel arch); a crucifix ‘after the patron [i.e. pattern], ffascyon and workemanshepp yn every thyng’ of Liskeard; and dormers ‘after the fassheon’ of Week St Mary.⁷¹ These churches are exceptionally widespread (St Kew and Liskeard are well over twenty miles away from both Stratton and each other), suggesting, along with the contract’s length and the high cost of the screen, that the patrons, who were seven in number including Sir John Chamond, Lord of Efford, and Thomas Mare, the clerk, were highly discerning.⁷² In another example from 1529, the patrons of Orby church in Lincolnshire requested that their new tower was to have battlements ‘after the forme and fascion’ of West Ingoldmells church while the tower finials were to be after the ‘facion and proporcion’ of the steeple in East Keal. Orby tower has three battlements to every face, which are similar in style (‘forme and fascion’) with sloping tops to those at Ingoldmells, although the latter has four battlements to each face, with the taller outer ones, unlike those at Orby, bonded to the finials. The Orby arrangement was presumably necessitated by its different dimensions. The present East Keal

tower dates from the 1850s, but it is tempting to wonder if its predecessor had four battlements to each face and so the same ‘proporcion’ as the Orby tower.⁷³

Even more sophisticated is a contract of 1425 for a new steeple at St Andrew, Walberswick, Suffolk, which shows the patrons mixing two source buildings to find a recipe of dimensions and forms that suited them (**Fig. 3**).⁷⁴ The first set of requests was that the ‘wallyng the tabellyng and the orbyng [panelling, be] sewtly after the stepil of Dunstale’, that is, probably, Tunstall (**Fig. 4**). The contract also required ‘a dore in the west also [as] good as the dore in the Stepel of Halesworth and a wyndowe of two dayes [lights] above the dore sewtly after the wyndows of thre dayes at Halesworth, And thre wyndowes ate ourer soler the wyndowe of thre dayes sewtly after Halesworth’ (**Fig. 5**). The patrons evidently favoured the structural and decorative characteristics of Tunstall but the doors and windows of Halesworth.

The three features to be taken from Tunstall can be identified with some certainty, and the contract seems to have been followed to the letter. The ‘tabling’ probably refers to the format of four storeys separated by string-courses. The ‘walling’ is more obscure, but both towers are of similar construction with ashlar quoins. The patrons distinguished this from the panelling: that at Walberswick is similar, if slightly more sophisticated, with flintwork panels in the buttresses, parapet, and plinth. The phrase ‘after’ is here used to indicate a wide variety of characteristics, concerning structure, construction and embellishment, all of which would require further explanation to achieve the patrons’ aims. It is no surprise that the Walberswick patrons did not want to duplicate the windows of Tunstall, but less clear why that they elected against Halesworth’s walling and tabling, which are very similar to those of Tunstall, a curious decision given Tunstall’s distance from Walberswick (some fourteen miles), although it will shortly be argued that a change in design probably took place after the contract was agreed.

The requirements regarding Halesworth are also curious. The three-light west window at Halesworth (this presumably is the window referred to in the contract, although the aisle windows are similar in composition) has a structure that would not naturally resolve itself to two lights: the outer lights have ogee heads and tall supermullions that split before ending in subarcuations, while the central light has a very shallow archlet and two levels of supermullioned tracery with a transom. Presumably, therefore, the patrons wanted their new window to omit the central light, squeezing the outer two together – this indeed was the solution followed for the two-light window at the second stage of Walberswick’s tower (albeit without ogees and under a far shallower arch), but this is not apparently the window referred to in the contract. Significantly, the Walberswick mason did not take his model from the two-light bell-openings at Halesworth, where the supermullions do not split, but kept to his instructions and adapted the three-light window. Sometime after the contract was sealed, however, the sensible decision was taken to insert a larger west window in the lower storey (‘above the dore’) of four rather than two lights, duplicating the form of the middle Halesworth light to create a strikingly lavish final composition that is consistent with the tower’s overall aesthetic. The result is considerably more imposing than the Halesworth window, being wider, shallower, more formal and less varied.

The Walberswick contract, therefore, provides a snapshot taken part way through a discursive process, when an inventive if only partially successful design was being transformed into one that was highly accomplished and better fitted to its new context. Two points are especially worth noting: first, the perspicacious insight of the Walberswick patrons, perhaps aided by their mason, that the Halesworth window had considerable potential as the highlight of their new tower, provided it was adapted; and, secondly, the skilful transformation of this window into a very different idiom and style. The Walberswick patrons did not want the character of the window to be duplicated, but rather its variety and its arresting combination of forms. The

decision shows good aesthetic judgement: the Halesworth windows, especially if reduced to two lights, would have been unremarkable in Walberswick's exceptionally grand tower, but when enlarged to four lights they would take on a grandeur that would have been extremely difficult to anticipate. The buttressing and proportions of the Walberswick's tower, which depart from those of both Tunstall and Halesworth, suggest that further adaptations were also underway after the contract was agreed in order to generate a final design that was more imposing in every degree. What is most remarkable about these changes is that they were evidently the fruit not only of a lengthy, creative and disputatious process but also of the patrons were able to demand a very distinctive result by defining what they wanted in terms of another building.

A contract of 1488 for St Mary, Helmingham, Suffolk, provides another usefully detailed illustration of how a contract could demand the judicious, varied and imaginative mixing of elements from two source buildings, and one which allows us to judge the design dynamic with greater accuracy (**Fig. 6**).⁷⁵ The terms of the contract required the width and thickness of the tower to be 'after' that of Framsdon (one-and-a-half miles away), but it makes much more demanding claims with regards to a second church, that of Brandeston (four miles away) (**Figs 7 and 8**). The phrase used regarding Brandeston, 'after the fashion of', is employed in two different senses in adjacent clauses. The first concerns the spatial organisation of particular elements: the west door was to be below the west window, and the side-windows were to have a 'place', presumably a niche, on each side for images. The second is that all the other windows and buttresses were to be 'after the fashion' of Brandeston, which is presumably to require a stylistic similarity.

The tower at All Saints, Brandeston, can be dated stylistically to the late fifteenth century, and was presumably regarded as having an up-to-date and successful design. The composition is perhaps not entirely effective to modern eyes, largely due to the position and

dimensions of the niches, but it is dramatic and richly executed and the patrons at Helmingham clearly saw potential in it, rather as the patrons of Walberswick did as regards Halesworth. The west doorway has a pointed arch of two orders with a rectangular hood-mould and carved escutcheons in the spandrels, while the three-light west window above is of the same width but very tall with striking Perpendicular tracery of stepped lights, low supertransoms and a distinctive, near-triangular head. There are trefoil-headed niches to either side of the window (presumably of the form required in the Helmingham contract) and a canopied niche above.

The similarities between the Helmingham and Brandeston towers encompass but extend beyond those required by the contract. The Helmingham west window, like that at Brandeston, is around the same width as the door, and the window tracery is very close, with stepped lancets, low supertransoms and mullions that continue to the window head. The bell-openings also use very similar tracery. The buttresses of the towers are also alike in many respects, being angled with four set-offs, rising to just below the parapet level, and with attractive flintwork panels, although there is no panelling on the lower level of the Helmingham buttresses, while the nave buttresses are short with two set-offs. The Helmingham doorway resembles that at Brandeston in being well-carved with a pointed arch, rectangular label and carved spandrels, while the parapet and bell-openings are very similar indeed. Together these many similarities suggest that the requirements contained in the Helmingham contract were shorthand for a more detailed set of design instructions drawing on the Brandeston west front.⁷⁶

However, the differences are also instructive. The Helmingham tower is less stark or dramatic, and more assured if less striking. The niches are located next to the door rather than the window and they sit on a stringcourse, correcting their unsatisfying position at Brandeston where they are dwarfed by the window lights. The knapped flint panels have been

moved from dado height to fill the space between door lintel and window sill, left blank at Brandeston, and they are carved with a shield and sacred monograms, whereas those at Brandeston had only trefoil-headed archlets. The west window has a four-centred arch rather than the almost triangular arch at Brandeston. The nave windows are taller and narrower, approaching much closer to the aesthetic of Brandeston's west front and creating a more distinguished nave elevation than Brandeston with its unremarkable early Perpendicular nave windows. If the windows, buttresses and tower at Helmingham represent the patrons' desires then they added a considerable number of amendments to the wishes expressed in the contract, duplicating some but not all of the design features of the Brandeston west front while departing from its overall impression or style. Their mason, presumably not the same one who worked at Brandeston, evolved and improved the design to a highly sophisticated pitch for patrons with demanding aesthetic tastes.

Perhaps the most interesting of these changes is the decision to move the niches, breaking the terms of the contract but correcting an unsatisfactory aspect of the Brandeston design. As at Walberswick, this suggests that a discursive process was followed in the design's development, and that the parties continued to discuss and agree improvements even after the contract was made. There is no reason to believe that the change was an unlawful break of the terms of the contract, as it would have made little difference to the mason's costs. The inspiration for the alteration, however, is suggested by the contract, namely, the west tower at Framdsen.

The tower of Framdsen's church had probably been recently constructed, so it is curious that the Helmingham contract demanded only that its dimensions be duplicated. Like Helmingham, but unlike Brandeston, it has niches (with elegant ogee-heads) to either side of the door rather than the window, and Helmingham would also follow Framdsen in having flint panels between the doorway and the sill above. Helmingham's west door and buttressing

are also very similar to Framsdén's. The window tracery is dissimilar, however, and the Framsdén west window is narrower than the door below, although their relative proportions are close to those of Helmingham and the overall aesthetic is notably similar. To explain the adoption of this new source building, a possible design dynamic might be posited, which is that there were two rival parties within the parish, a Brandeston and a Framsdén party, each arguing for the advantages of their respective churches. At the time of the contract the Brandeston party were in the ascendant but subsequently the Framsdén party fought back, so that the final design would incorporate further elements of the latter church. It is possible, too, that some kind of readjustment took place later, as the lower parts of Helmingham tower draw heavily on Framsdén, but the upper parts (parapet and bell-openings) look to Brandeston, even though the Framsdén bell-openings are rather more striking.

Notwithstanding such conceivable design dynamics, neither Brandeston nor Framsdén party was entirely in thrall to their precursors and the new west front of Helmingham was to be distinctively different from both Brandeston's and Framsdén's. A feature used at both Brandeston and Framsdén but not found at Helmingham, for example, is that of the fleurons placed along the west doorway's voussoirs. As at Walberswick, the result of the discursive, even disputatious, design process was a wholly distinctive composition developed by taking a highly critical approach to the source buildings.

A similar adaptation may have taken place at Rushmere, Suffolk, already cited, where Katherine Cadye's 1517 bequest (proved 1522) for the new tower was conditional on it being 'in like fashion, bigness and workmanship as is the steeple of Tuddenham', about two miles away.⁷⁷ The two towers are far from duplicates, however. Although in size and construction (and western buttressing) they are comparable, the towers have very different bell-openings and parapets (as might be implied by the word 'fashion'). Katherine's bequest came twenty-four years after her husband William had left money for the tower with a similar demand

(concerning ‘fashion & bigness’). Katherine may have been dilatory in carrying out his wishes, but perhaps the parish had raised objections which were finally expressed once she was dead and the tower had reached its upper storeys. After all, she was providing only masons’ wages, leaving the cost of materials, transport and carpentry to the parish, which would naturally want its own input. Testamentary evidence indicates that work at Rushmere had started by 1523, soon after her death, and was still underway in 1538.⁷⁸ A further reason for these late design modifications can also be suggested, which is that at the time of her death the Tuddenham tower was almost seventy years old and so outdated in its architectural style. Indeed, even the west doorways of the two towers show quite different interpretations of the same basic composition: that at Tuddenham, with its pointed arch and elegant moulding, is consistent with its construction in the 1450s; while that at Rushmere, with its shallow arch and heavy label, is evidently later although recut. Arms on the Rushmere west doorway may seem to imply a start date before the involvement of the Cadye family, but these may be better understood as representing an antiquarian claim on the family’s part.⁷⁹

CONCLUSION

The contracts considered here show how architectural designs plundered existing sources with a view to improvements that were neither repetitive nor reverential, even in an era with as much stylistic continuity as the Perpendicular. Although the use of source buildings might have appeared to indicate that patrons paid scant regard to novelty, preferring duplication or ‘plagiarism’ of tried and tested designs, they often demanded new interpretations that treated earlier works only as inventories or starting points for aesthetic improvement. Such practice, in fact, is consistent with the description of painterly inventiveness given by John Bromyard (d. c. 1352): ‘they gather together one excellent beauty and treatment from one picture, and one from another, in such a way that they place all these excellent features in one most beautiful picture’.⁸⁰ This direction of reasoning, to consider how ‘Y did something to X’, is in

keeping with Michael Baxandall's account of artistic influence, which is that the later work is the one actively interpreting the source rather than being determined by it.⁸¹

Some English contracts from the later Middle Ages, but by no means all, document the approaches of patrons who 'contributed to the aesthetic solution as well as the initial prescription', based on a sophisticated critique of recent architecture in their locality, and who disputed amongst themselves, with their masons and no doubt with some of the wider community in the process of generating a satisfactory final composition.⁸² Just as the Matthew Paris illustrations (and Shelby's argument) indicate, architectural design required a lengthy, face-to-face discursive approach. Contracts provide a fleeting snapshot of a middling stage in this creative process. They show that source buildings provided a common means for communicating between patrons and craftsmen, bypassing some of the challenges of describing or drawing three-dimensional works in order to express the patrons' wishes as precisely as possible. Contractual instructions provided only a very lean account of these wishes and required further interpretation.

The patrons to whom most of this article is devoted were typically senior members of their parishes, and were usually men of means, standing and intelligence. To refine our understanding of them as architectural patrons, however, it is necessary to account not only for their political, economic, social, or liturgical interests, but also for their artistic discernment. Architectural taste was not confined to masons, or to kings of Henry III's artistic discrimination, and it is tempting to imagine, based on their respective contracts, that the men of Helmingham or Walberswick had an aesthetic sensibility that was at least as refined and demanding, as that of the monks of Durham.

Acknowledgments

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¹ Dublin, Trinity College. Ms 177, fol. 59v; London, British Library, Ms Cotton Nero D.1, fol. 23v.

² Francis Woodman, 'For Their Monuments, Look about You: Medieval Masons and Their Tombs', in *Architecture and Interpretation: Essays for Eric Fernie*, ed. Jill Franklin, T.A. Heslop and Christine Stevenson (Woodbridge, 2012), pp. 176–77.

³ L.R. Shelby, 'Monastic Patrons and Their Architects: A Case Study of the Contract for the Monks' Dormitory at Durham', *Gesta*, 15, no. 1/2 (1 January 1976), p. 91.

⁴ Coulton's followers included most of the authorities on English medieval architecture of the mid-twentieth century, including Douglas Knoop and G. P. Jones, L. F. Salzman and John Harvey. Coulton, in turn, was writing in opposition to a long tradition that had given responsibility for design to monastic patrons. See G.G. Coulton, *Art and the Reformation* (Oxford, 1928), pp. 26–72; and also Lon R. Shelby, 'The Contractors of Chartres', *Gesta*, 20, no. 1 (1 January 1981), p.175; Shelby's conclusions have been broadly accepted; see James G. Clark, *The Benedictines in the Middle Ages* (Woodbridge, 2011), p. 253; Stephen Parcell, *Four Historical Definitions of Architecture* (Montreal–Kingston, 2012), p. 110 note 109.

⁵ See Binski's account of medieval artistic invention: Paul Binski, 'Notes on Artistic Invention in Gothic Europe', *Intellectual History Review*, 24, no. 3 (3 July 2014), pp. 287–300; also many other works by Shelby, such as L.R. Shelby, *Gothic Design Techniques: The*

(Carbondale, 1977).

⁶ Karl R. Popper, *Objective Knowledge: An Evolutionary Approach*, revised ed. (Oxford, 1979), pp. 164–68 and 170–76; for Collingwood’s work on recreating artistic ‘problems’ see: R.G. Collingwood, *The Idea of History* (Oxford, 1946), pp. 313–14; for a survey of the contradictions in Collingwood’s treatment of problem solving in the history of art see: William Dray, *History as Re-Enactment: R.G. Collingwood’s Idea of History* (Oxford, 1995), pp. 132–40; for an excellent account of problem solving as an historiographical method see: Paul Crossley, ‘Baxandall’s Bridge and Charles IV’s Prague’, in *Architecture and Interpretation*, pp. 192–220 (pp. 193–95).

⁷ E.H. Gombrich, *Art and Illusion* (London, 1960).

⁸ A similar point is made by O’Malley regarding the very different environment of the Italian Renaissance; see Michelle O’Malley, *The Business of Art: Contracts and the Commissioning Process in Renaissance Italy* (New Haven–London, 2005), p. 3.

⁹ Toker discusses an unusual Sieneese contract that includes an orthogonal elevation of the building that may be a copy from a working drawing; see Franklin Toker, ‘Gothic Architecture by Remote Control: An Illustrated Building Contract of 1340’, *The Art Bulletin*, 67, no. 1 (1 March 1985), pp. 67–95.

¹⁰ Nicholas Harris Nicolas, *Testamenta vetusta*, 2 vols (London, 1826), 1, p. 766.

¹¹ For example, Sir John Trevelyan in 1518 patronised a chapel at Nettlecomb, specifying that ‘in length of the saide chaunsell and in bredethe of 11 or 12 foote, after the caste and proportion as is contained in a bill for the making of the same signed with my own hand’; see Frederic William Weaver, ed., *Somerset Medieval Wills (1501-30)*, 2 vols (London, 1905), 2, p. 197.

¹² See also ‘manner’, from ‘manuarius’, belonging to the hand, and ‘form’ in the sense of correct procedure.

¹³ For example, the cloister windows at Magdalen College in Oxford, with buttresses and doors, were to be as good as or better than those of All Souls, according to a contract of 1475; see H.E. Salter and Mary D. Lobel, *A History of the County of Oxford: The University of Oxford*, 17 vols (London, 1954), 3, pp. 193–207.

¹⁴ A good, non-architectural example can be found at Morebath, Devon, where the new cross was to be ‘according to the patent of [Brushford] or better’; see John Erskine Binney, *The Accounts of the Wardens of the Parish of Morebath, Devon, 1520-1573* (Exeter, 1904), p. 70.

¹⁵ For a non-architectural use, see Weaver, *Somerset Wills*, 2, p. 246: ‘lytull chayne of gold wrought in diverse places after the forme of bedstones’

¹⁶ Shelby, ‘Monastic Patrons and Their Architects’, p. 94.

¹⁷ Some authors have gone further such as Gajewsky who remarks that ‘no contemporary medieval text employs descriptive terms to define architectural details like the capital style or the relative thinness of the colonettes that a patron would have needed in order to communicate his ideas about style to the architect’; see A. Gajewski, ‘The Patronage Question under Review: Queen Blanche of Castile (1188–1252) and the Architecture of the Cistercian Abbeys at Royaumont, Maubuisson, and Le Lys’, in *Reassessing the Roles of Women as ‘Makers’ of Medieval Art and Architecture*, ed. Therese Martin 2 vols (Boston, 2012), 1, p. 208.

¹⁸ Richard Morris, *Churches in the Landscape* (London, 1989), pp. 306–07.

¹⁹ The location was originally identified by Salzman as ‘Weston Admeals’, but Pevsner is surely right that it is Ingoldmells. Weston is some thirty-five miles away, far for a source building in a parochial contract. See L.F. Salzman, *Building in England down to 1540: a Documentary History*, 2nd ed. (Oxford, 1967), p. 575. Nikolaus Pevsner and John Harris, *Lincolnshire* (New Haven and London, 1989), 595.

²⁰ That is the Heryng family. The mason was from Bratofte, about two miles in the other direction. Providing the mason's surety was another local man, Robert Pelson of Burgh, two miles south of Orby.

²¹ Salzman, *Building in England*, p. 595.

²² *Ibid.*, p. 543.

²³ Coulton, *Art and the Reformation*, p. 218.

²⁴ *The Victoria History of the County of Essex*, ed. William Page and John Horace Round, 10 vols (London, 1907), 2 pp. 107–10.

²⁵ Kilburne claims that the Harlackenden family founded the chapel, a view probably based on their burials there, of which the earliest is Margaret, d. 1479, although he, and other antiquarians, also report a memorial of 1081 to William Harlackenden. The Engehams were still active parishioners into the sixteenth century. Richardson notes that an excavation in 1947 found bones in the chapel, under two large flat stones. See Nicolas, *Testamenta Vetusta*, 1, p. 289; Richard Kilburne, *A Topographie, or Survey of the County of Kent* (London, 1659), p. 293; Jessie Winifred Packham Richardson, *A History of Woodchurch* (Ashford, 1968), p. 9; M. H. Mansell, *The Parish Church of All Saints, Woodchurch, Kent*, 2nd ed. (Northfleet, 1982), p. 5.

²⁶ John Newman and Nikolaus Pevsner, *The Buildings of England: Kent, West and the Weald* (New Haven–London, 2012), p. 658.

²⁷ John Harvey, *English Mediaeval Architects: a Biographical Dictionary Down to 1550*, revised ed. Gloucester, 1987), p. 79.

²⁸ *Testamenta Cantiana (East Kent)* ed. Arthur Hussey (London, 1906), p. 225.

²⁹ Exceptions are usually explicable, as for example with the chapel and grammar school of Wainfleet, Lincolnshire, which was modelled on the gatehouse at Esher, Surrey, some 140 miles away. Both were built by William Waynflete, whose Lincolnshire carpenter, Henry

Alresbroke of Tattershall, probably visited Esher, while John Gygour, warden of Tattershall, recommended that Waynflete show Alresbroke ‘sum maner house in your nobly place of Ascher that may be example to hym’; see Salzman, *Building in England*, p. 543; Virginia Davis, *William Waynflete, Bishop and Educationalist* (Woodbridge, 1993), p. 115.

³⁰ Relevant here, for example, is the building of a house, probably in Nottingham, which was to be ‘in alle maner proporcion according as the *new* howse of John Tauerner that William Roodes made ys’; see Salzman, *Building in England*, p. 541. Also relevant is the will of Robert Northern (1508) requiring that the screen of Buxton ‘was to be made after the *newe* perke [screen] in the chapel of the ffelde in Norwiche’ [my italics]: the document is quoted in Lucy Wrapson, ‘East Anglian Rood Screens: the Practicalities of Production’, in *Patrons and Professionals in the Middle Ages. Proceedings of the 2010 Harlaxton Symposium*, ed. Paul Binski and Elizabeth New (Donington, 2012), pp. 386–40. Competition obviously was of some importance: In the early fifteenth-century treatise *Dives & Pauper*, Pauper reports the ‘envy, [of] one parish against another’; see Coulton, *Art and the Reformation*, p. 217.

³¹ Edmund Hobhouse, *Church-Wardens’ Accounts of Croscombe, Pilton, Yatton, Tintinhull, Morebath, and St. Michael’s, Bath: Ranging from A.D. 1349 to 1560* (London, 1890), pp. 82–100.

³² ‘*erit conformatum per omnia edificio Ricardi de Briggenhall*’; ‘[the timbers] *coaequabunt et conformabunt edificio Simonis le Gower[...] per omnia*’; Salzman, *Building in England*, pp. 430–31.

³³ Patrons were, however, able to describe roofs with remarkable accuracy without reference to source buildings; see *ibid.*, pp. 530–31 (referring to a description of the roof of St Bene’t, Cambridge, in 1452).

³⁴ A non-architectural exception may be when testators chose to ‘copy’ a neighbour’s tomb. See also Richard Krautheimer, ‘Introduction to an “Iconography of Mediaeval Architecture”’,

Journal of the Warburg and Courtauld Institutes, 5 (1942), pp. 1–33; cf. Günter Bandmann, *Early Medieval Architecture as Bearer of Meaning*, trans. Kendall Wallis (New York: Columbia University Press, 2005).

³⁵ Hans-Joachim Kunst, [DAVID - I am unsure of German capitalisation rules - sorry](#) ‘Freiheit Und Zitat in Der Architektur Des 13. Jahrhunderts - Die Kathedrale von Reims’, in *Bauwerk Und Bildwerk in Hochmittelalter*, ed. Claus Clausberg, Dieter Kimpel, and Robert Suckale (Gießen, 1981), 87–102.

³⁶ C. Wilson, ‘Calling the Tune? The Involvement of King Henry III in the Design of the Abbey Church at Westminster’, *Journal of the British Archaeological Association*, 161 (2008), p. 61.

³⁷ ‘eo videlicet modo quo ecclesia Abbatie Westm’: Salzman, *Building in England*, p. 429.

³⁸ *Ibid.*, pp. 446–48.

³⁹ *Ibid.*, pp. 467–69.

⁴⁰ *Ibid.*, pp. 497–99.

⁴¹ At St Giles’s, Edinburgh, for example, the vault was to have ‘the maner and the masonrys’ of the vault of St Stephen’s Chapel, Holyrood.

⁴² J. Munby, ‘Richard Beauchamp’s Funeral Car’, *Journal of the British Archaeological Association*, 155 (2002), pp. 278–87.

⁴³ Robert Willis, *The Architectural History of the University of Cambridge, and of the Colleges of Cambridge and Eton*, ed. John Willis Clark, 4 vols (Cambridge, 1886), 1, p. 597.

⁴⁴ Nicolas, *Testamenta vetusta*, 1, p. 33; see also V.K. Henderson, ‘Rethinking Henry VII: The Man and His Piety in the Context of the Observant Franciscans’, in *Reputation and Representation in Fifteenth-Century Europe*, ed. D. Biggs, S.D. Michalove, and A.C. Reeves, (Leiden, 2004), p. 335.

⁴⁵ Salzman, *Building in England*, pp. 571–72. In a similar vein, McKitterick argues that the choice was Robert Shorton, master of the St John’s; see David McKitterick, ‘Two Sixteenth-

Century Catalogues of St John's College Library', *Transactions of the Cambridge Bibliographical Society*, 7 (1977-80), p. 37.

⁴⁶ Samuel Sandars, *Historical and Architectural Notes on Great Saint Mary's Church, Cambridge* (Cambridge, 1869), p. 65.

⁴⁷ He also bequeathed sums to the reparation of both church and chapel; see Nicolas, *Testamenta vetusta*, 1, p. 416.

⁴⁸ L.L. Duncan, *Testamenta Cantiana (West Kent)* (London, 1906), p. 62.

⁴⁹ John II Paston's failure to erect a tomb to his father in the 1470s is a well-known example; see Colin Richmond, *The Paston Family in the Fifteenth Century: Fastolf's Will* (Cambridge, 1996), pp. 156–57.

⁵⁰ It was in fact built; see G.R. Clarke, *The History & Description of the Town and Borough of Ipswich* (Ipswich, 1830), p. 361.

⁵¹ Clive Burgess, 'Late Medieval Wills and Pious Convention: Testamentary Evidence Reconsidered', in *Profit, Piety and the Professions*, ed. M. Hicks (Gloucester, 1990), pp. 20–21.

⁵² Atkinson lists some thirty-two late medieval examples, and others up to the mid-seventeenth century; see Thomas Dinham Atkinson, *Local Style in English Architecture: an Enquiry into Its Origin and Development* (London, 1947), pp. 159-61, Appendix II.

⁵³ Francis Woodman, *The Architectural History of King's College Chapel and Its Place in the Development of Late Gothic Architecture in England and France* (London, 1986), p. 28.

⁵⁴ Gabriel Byng, 'The Contract for the North Aisle at St James, Biddenham', *Antiquaries Journal*, 95 (2015), pp. 251-65 (p. 256); the contrast between specificity regarding which materials to use and flexibility regarding design can be found in contemporary Italian contracts, see: O'Malley, *The Business of Art*, 251-54.

⁵⁵ The extraordinary contract for the roof of St Bene't, Cambridge, is a good example (see above n. 36), as is the construction of the roof at Hardley, Norfolk; see Willis, *Cambridge*, 1, pp. 282–83; Francis Woodman, 'Hardley, Norfolk, and the Rebuilding of Its Chancel', in *Studies in Medieval Art and Architecture Presented to Peter Lasko*, ed. David Buckton and T.A. Heslop (Stroud, 1994), pp. 203–10; the roof was included in the contract for the aisle at Biddenham: Byng, 'Biddenham'.

⁵⁶ Salzman, *Building in England*, pp. 505–09.

⁵⁷ *Ibid.*, pp. 483–85.

⁵⁸ *Ibid.*, p. 600.

⁵⁹ *Ibid.*, p. 27.

⁶⁰ My thanks to Hannah Verge for this suggestion; Norfolk Record Office NNAS S2/26/2.

Mortlock identified Easthorpe with Thorpe Abbots, which is most unlikely as the latter has a round and octagonal tower; see D.P. Mortlock, *The Popular Guide to Suffolk Churches*, 3 vols (Cambridge, 1990), 2, p. 214.

⁶¹ The tower at Besthorpe is fourteenth-century, with plain Y-tracery bell openings and diagonal buttresses extending, unusually, from corner-buttresses.

⁶² Besthorpe is slightly further away: seventeen miles to the north.

⁶³ The National Archive: PRO C1/76/30.

⁶⁴ His testament continues: 'a bowl of latyn be bought for the Rodeloft like the others standing over the head of the Image'; see Hussey, *Testamenta Cantiana (East Kent)*, p. 333.

⁶⁵ Nicolas, *Testamenta Vetusta*, 1, p. 87.

⁶⁶ *Paston Letters and Papers of the Fifteenth Century*, ed. Norman Davis, 3 vols (Oxford, 2004), 1, p. 506.

⁶⁷ British Library, Add. MS 14848, f. 304; Salzman, *Building in England*, pp. 512–13.

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- ⁶⁸ Henry Harrod, ‘Some Particulars Relating to the History of the Abbey Church of Wymondham in Norfolk’, *Archaeologia*, 43, no. 2 (January 1872), p. 271.
- ⁶⁹ Thomas Dunham Whitaker, *An History of the Original Parish of Whalley, and Honor of Clitheroe*, fourth ed., 2 vols (London, 1876), 2, p. 158.
- ⁷⁰ Clare Hartwell and Nikolaus Pevsner, *The Buildings of England: Lancashire, North*, revised ed. (New Haven–London, 2009), pp. 177 and 691.
- ⁷¹ Richard William Goulding, *Records of the Charity Known as Blanchminster’s Charity* (Louth, 1898), p. 91.
- ⁷² There are other, more distant examples: for example, seats at Bodmin were to be ‘after the form and making’ of seats at Plympton, over thirty miles away; see J. Mattingly, ‘The Dating of Bench-Ends in Cornish Churches’, *Journal of the Royal Institution of Cornwall*, second ser., 1, no. 1 (1991), p. 59.
- ⁷³ It has a fifteenth-century tower arch.
- ⁷⁴ L.F. Salzman, *Building in England*, pp. 499–500. A later will by Catherine Brown (1503) required the Our Lady of Pity tabernacle at Walberswick to be painted and gilded ‘according to the form of St Mary of Pety at Southwold’. *Southwold and Its Vicinity* (Ipswich, 1844), 31.
- ⁷⁵ *Ibid.*, pp. 547–49; James Bettley and Nikolaus Pevsner, *The Buildings of England: Suffolk, East* (New Haven–London, 2015), p. 271.
- ⁷⁶ The parapet at Helmingham suggests an elaborated version of the Brandeston one, but was added for the lord of the manor in 1543. It does not indicate a 55-year-long building period as is suggested by some writers.
- ⁷⁷ G.R. Clarke, *The History & Description of the Town and Borough of Ipswich* (Ipswich, 1830), p. 361.
- ⁷⁸ Bettley and Pevsner, *Suffolk*, p. 553.

⁷⁹ Arms of Felbrigg (lords of Rushmere 1387–1423) and Sampson (lords 1423–1511); see Ron Baxter, ‘Rushmere St Andrew, Suffolk’, *Corpus of Romanesque Sculpture Report*, 2005 (<http://www.crsbi.ac.uk/site/869>).

⁸⁰ *Et unam excellentem pulcritudinem vel tractum colligunt de una imagine et aliam de alia ut omnes illas excellentias in una imagine ponant et pulcerrimam faciant*: quoted by Paul Binski (‘Notes on Artistic Invention in Gothic Europe’, *Intellectual History Review*, 24, no. 3 (3 July 2014), p. 287). It perhaps echoes Cicero’s *De invention* Book II, Chapter 1,1).

⁸¹ Michael Baxandall, *Patterns of Intention* (New Haven–London, 1985), pp. 58–62.

⁸² Paul Crossley, ‘Baxandall’s Bridge and Charles IV’s Prague’, p. 211.