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dicit, eo quod dictus Walterus pater dicti Thome fuit filius et heres dicti Walteri Bartholom' qui dictum tenementum dedit dicto Johanni filio suo juniore, post cujus decessum ad predictum Thomam filium et heredem dicti Walteri filii Walteri Bartholom' competit reversio ratione hereditatis quia jus respicere debet ad exitum fratris senioris. Et hoc petit quod inquiretur per inquisitionem bonam.

Venit dictus Robertus et dicit quod de consuetudine ville de la Barnet juste ingressus est dictum tenementum post mortem dicti Johannis fratris sui junioris propter propinquitatem sanguinis in ascendendo. Et hoc petit quod inquiretur. Et dictus Thomas similiter.

Inquisitio capta per Robertum Martin, Thomam Freismouth, Johannem atte Penne, Johannem Fabrum, Thomam Pistorem, Ricardum Springold, Johannem Springold, Johannem Sutorem, Thomam Peckesithele, Ricardum Nichole, Willelmum Nichole et Ricardum Fabrum juratos, qui dicunt super sacramentum quod de consuetudine ville de Barnet et halimote ibidem tenementa sic data ut supradictum est alicui filio juniore si plures sint fratres semper proximo fratri secundum partem propter propinquitatem sanguinis reverti debent et non ad fratrem seniore nec ad ejus exitum. Et hoc habent et utuntur secundum consuetudinem halimote eorundem et non secundum legem communem. Ideo adjudicatum est quod dictus Robertus habeat seisinam dicti tenementi de domino. Et dat pro seisinam habenda xl d.

3. CUL, Queens' College, Box 3, roll 2

xxx s.

Andreas filius Johannis Noteman capit de domino totam terram que fuit Johannis in le Wilwes tenendam ad voluntatem domini et faciendo consuetudines et servicia. Et dat domino pro ingressu xxx s. Precluditur etiam via omnibus de sanguine predicti Johannis in le Wilwes petendi de cetero dictam terram, quia illis presentibus in curia proclamatio facta fuit nec erat aliquis de sanguine qui eam capere voluit.

4. a. NCO Archives 3913

Inventum est per inquisitionem quod Robertus de Salden' qui tenuit de domino i mesuagium et dimidiam virgatam terre de domino in villenagio est fugitivus et male fame ita quod decetero terram illam tenere non potest, set omnino terram illam forisfecit. Unde dicunt per sacramentum suum quod dominus tenementum illud tradere potest cuicumque voluerit tenendum absque reclamatione predicti Roberti vel alicujus alterius de exitu illius in perpetuum.

finis c s.

Dominus ex sua gracia concessit Waltero Hogges i mesuagium et dimidiam virgatam <terre>¹ cum suis pertinenciis que Robertus Salden' quondam

withholds it. And he deforces the same Thomas of his right and inheritance, as he says, because the said Walter the father of the said Thomas was the son and heir of the said Walter Bartholomew who gave the said tenement to the said John his younger son, after whose death the reversion belongs to the aforesaid Thomas, the son and heir of the said Walter son of Walter Bartholomew, by reason of inheritance, because the right ought to belong to the issue of the elder brother. And he prays that this be inquired into by a good inquest.

The said Robert comes and says that by the custom of the vill of Barnet, he justly entered the said tenement after the death of the said John his younger brother, because of nearness of blood in ascent. And he prays that this be inquired into. And the said Thomas likewise.

An inquest was taken by Robert Martin, Thomas Fresimouth, John atte Penne, John Smith, Thomas Baker, Richard Springold, John Springold, John Cobbler, Thomas Peckesithele, Richard Nichole, William Nichole and Richard Smith, being sworn, who say upon their oath that by the custom of the vill of Barnet and the hallmote there, tenements thus given as abovesaid to any younger son, if there be several brothers, ought always to revert to the next brother according to order of birth, due to nearness of blood, and not to the elder brother or to his issue. And this they have and use according to the custom of their hallmote and not according to the common law. Therefore it was adjudged that the said Robert should have seisin of the said tenement from the lord. And he gives 40d. to have seisin.

3. CROWLAND ABBEY (Cambridgeshire) estates, 12 March 1317

30s.

Andrew the son of John Noteman takes from the lord the entire land that was John in le Wilwes', to hold at the lord's will and performing the customs and services. And he gives the lord 30s. for entry. The way is also barred to all of the blood of the aforesaid John in le Wilwes to seek the said land henceforth, because while they were present in court proclamation was made, and there was no one of the blood who wished to take it.

4. a. GREAT HORWOOD (Buckinghamshire), 29 October 1317

It was found by inquest that Robert de Salden, who held of the lord one messuage and half a yardland of land of the lord in villeinage, is a fugitive and of ill fame, so that he cannot hold that land henceforth, but has utterly forfeited that land. Whereof they say by their oath that the lord can hand over that tenement to whomever he should wish, to hold without reclamation by the aforesaid Robert or any other of his issue for ever.

Fine 100s.

The lord by his grace granted to Walter Hogges one messuage and half a yardland of land with their appurtenances, which Robert Salden once held of

tenuit de domino in villenagio habenda et tenenda predicta tenementa de domino sicut predictus Robertus tenuit et faciendo consuetudines et servicia sicut idem Robertus facere consuevit. Pro ista concessione et gracia habendis predictus Walterus dat domino de fine centum solidos solvandos ad festum purificationis beate Marie ii marcas et dimidiam et ad festum nativitatis Sancti Johannis baptiste ii marcas et dimidiam. Et sustinebit domos et edificia in predictis tenementis in adeo bono statu quo ea recepit vel in meliori. Et tam <de>¹ denariis solvendis, serviiciis consuetudinibus faciendis et domibus et edificiis sustinendis predictus Walterus invenit plegios, videlicet Willelmum Baynard, Robertum Saundrs', Radulphum filium Ricardi, et Thomam Hogges. Et fecit domino fidelitatem.

4. b. Ibid.

finis terre c s.

Dominus de sua gracia concessit Stephano le Carter illud mesuagium et illam dimidiam virgatam terre cum pertinenciis que <Walterus Hogges>¹ quondam tenuit in villenagium habendum et tenendum predictum tenementum sicut predictus <Walterus>² tenere consuevit et faciendo consuetudines et servicia sicut predictus Walterus facere solet. Pro ista autem concessione et gracia optinenda predictus Stephanus dat domino de fine centum solidos, de quibus solvit incontinenti lx s. quia allocantur ei pro debito Walteri Stevenes. Et de xl solidis habet diem <ad>¹ solvendum medietatem ad festum Omnium Sanctorum proximum sequens et aliam medietatem ad festum purificationis beate Marie proximum futurum. Et predictus Stephanus sustinebit domos et edificia in predictis tenementis existentibus in adeo bono statu quo ea recepit vel in meliori. Et tam de denariis illis solvendis quam de consuetudinibus et serviiciis faciendis et etiam de omnibus edificiis sustinendis plegium invenit, videlicet Radulphum filium Ricardi prepositi, Johannem Isoude, Waltherum Stevenes, Johannem de Okele, Robertum Saundrs' et Robertum Blakeman. Et liberatum est predicto Stephano tenementum illud ad tenendum in villinagio in forma predicta.

4. c. NCO Archives 3914

Isabella que fuit uxor Roberti de Saldene queritur de Stephano le Cartere in placito quod reddat ei terciam partem unius mesuagii et dimidie virgate terre cum pertinenciis que ei descendere debent ratione dotis sue, pro eo quod

¹ This name inserted where another name (perhaps Robert de Salden') has been erased.

² This name inserted where another name (perhaps Robert) has been erased.

the lord in villeinage, to have and hold the aforesaid tenements of the lord as the aforesaid Robert held them, performing the customs and services as the same Robert was accustomed to do. The aforesaid Walter gives the lord 100s. as a fine to have this grant and grace, two and a half marks to be paid at the Purification of the Blessed Mary and two and a half marks at the Nativity of St John the Baptist. And he will sustain the houses and buildings in the aforesaid tenements in as good a state as he received them or better. And both for paying the money, for performing the services and customs, and for sustaining the houses and buildings the aforesaid Walter provided pledges, namely William Baynard, Robert Saunders, Ralph the son of Richard, and Thomas Hogges. And he did fealty to the lord.

4. b. GREAT HORWOOD, 19 June 1318¹

Fine of land 100s.

The lord by his grace granted to Stephen le Carter that messuage and that half a yardland of land with the appurtenances which Walter Hogges once held in villeinage, to have and hold the aforesaid tenement as the aforesaid Walter was accustomed to hold it, performing the customs and services as the aforesaid Walter was accustomed to do. Moreover the aforesaid Stephen gives the lord 100s. as a fine to obtain this grant and grace, of which he pays 60s. immediately, because they are allowed to him for the debt of Walter Stevenes. And for 40s. he has a day to pay, half at the feast of All Saints next following, and the other half at the Purification of the Blessed Mary next to come. And the aforesaid Stephen will sustain the houses and buildings in the aforesaid tenements in as good a state as he received them or better. And both for paying that money and for performing the customs and services and also for sustaining all the buildings he provided pledge, namely Ralph the son of Richard the reeve, John Isoude, Walter Stevenes, John de Okele, Robert Saunders and Robert Blakeman. And that tenement was delivered to the aforesaid Stephen to hold in villeinage in the form aforesaid.

4. c. GREAT HORWOOD, 8 June 1329²

Isabel who was the wife of Robert de Salden complains of Stephen le Carter in a plea that he should render to her the third part of one messuage and half a yardland of land with the appurtenances, which ought to descend to her by

¹ The property is issue in this case also appears in case 15, below.

² Walter Hogges, recipient of this tenement in (a) above, had been recorded dead at Great Horwood court held 2 June 1318.

dictus Robertus vir suus dicta tenementa de domino tenuit in villinagio et ea tenementa numquam forisfecit, per quod dotem suam habere debet.

Et predictus Stephanus venit et non potest dedicere quod dicta tenementa numquam fuerunt forisfacta per dictum Robertum virum suum nec in manum domini reddita, et quod bene cognovit quod dicta Isabella fuit uxor sua, per quod consideratum quod dicta Isabella recuperet dotem suam ita quod dotata sit de tenementis que dictus Stephanus modo tenet. Et quia dictus Stephanus aliquo tempore de licencia domini tradidit Emme Isoude sex acras et dimidiam de dictis tenementis ad terminum nondum elapsam, ideo concessum est quod dicta Emma teneat dictas sex acras terre et dimidiam ad terminum suum, ita quod post terminum predictum dicta tenementa remaneant tenenda predicto Stephano.

4. d. Ibid.

Thomas filius Roberti de Saldene venit hic in curiam et petit se admitti ad unum mesuagium et dimidiam virgatam terre cum pertinentiis in Horewod Magna tenenda in villinagio etc., unde dicit quod predictus Robertus pater ipsius Ricardi¹ predicta tenementa de concessione et voluntate domini tenuit in villinagio, per cujus mortem jus accrevit eidem Ricardo² ut filio primogenito ipsius Roberti ad dicta tenementa tenenda in villinagio secundum consuetudinem etc.

Et quia compertum est per rotulos curie tente hic die Sabati proxima ante festum Omnium Sanctorum anno regni regis Edwardi patris regis nunc undecimo quod capta fuit inquisitio in eadem curia et per eandem compertum quod Robertus de Saldene, qui tenementa predicta tenuit de domino in villinagio, fuit fugitivus et male fame ita quod de cetero terram illam tenere non potuit set omnino terram illam forisfecit, et etiam quod dominus tenementa predicta tradere potuit cuicumque voluerit tenenda absque reclamacione predicti Roberti vel alicujus alterius de exitu illius imperpetuum, cujus pretexto dominus tenementa predicta cuidam Waltero Hogges tradidit et concessit tenenda in villinagio etc., post cujus decessum dominus concessit et tradidit predicta tenementa cuidam Stephano le Cartere tenenda in villinagio etc., post cujus decessum dominus concessit predicta tenementa cuidam Johanni le Carpenter et Johanne uxori ejus filie predicti Stephani ut propinquiori de sanguine ipsius Stephani tenenda in villinagio etc.

Et preter hoc capta fuit inquisitio per Willelmum Baynard, Johannem le Smyth', Willelmum filius Johannis, Ricardum Baynard, Hugonem prepositum, Galfridum le Smyth', Hamonem Ashwy, Johannem Maykyn, Ricardum

¹ Sic: mistake for Thomas.

² Sic: mistake for Thomas.

reason of her dower, because the said Robert her husband held the said tenements of the lord in villeinage and never forfeited those tenements, whereby she ought to have her dower.

And the aforesaid Stephen comes and cannot deny that the said tenements never were forfeited by the said Robert her husband, nor rendered into the lord's hand, and he fully acknowledged that the said Isabel was his wife, whereby it was decided that the said Isabel should recover her dower, so that she be endowed of the tenements that the said Stephen now holds. And because the said Stephen at one time handed over by the lord's licence to Emma Isoude six and a half acres of the said tenements for a term not yet elapsed, therefore it was granted that the said Emma should hold the said six and a half acres of land for her term, so that after the aforesaid term the said tenements should remain to the aforesaid Stephen.

4. d. GREAT HORWOOD, 16 August 1330

Thomas the son of Robert de Salden comes here into court and prays to be admitted to one messuage and half a yardland of land with the appurtenances in Great Horwood, to hold in villeinage etc., whereof he says that the aforesaid Robert, the father of the same Thomas, held the aforesaid tenements by the lord's grant and will in villeinage, by whose death the right accrued to the same Thomas as the first-born son of the same Robert, to hold the said tenements in villeinage according to the custom etc.

And because it was found by the rolls of the court held here on the Saturday [29 October 1317] next before the feast of All Saints in the eleventh year of the reign of King Edward the father of the present king that an inquest was taken in that court, and it was found by it that Robert de Salden, who held the aforesaid tenements of the lord in villeinage, was a fugitive and of ill fame, so that he could not hold that land thenceforth but utterly forfeited that land, and also that the lord could hand over the aforesaid tenements to whomever he should wish, to hold without reclamation by the aforesaid Robert or by any other of his issue for ever, by virtue of which the lord handed over and granted the aforesaid tenements to a certain Walter Hogges to hold in villeinage etc., after whose death the lord granted and handed over the aforesaid tenements to a certain Stephen le Carter to hold in villeinage etc., after whose death the lord granted the aforesaid tenements to a certain John le Carpenter and Joan his wife, the daughter of the aforesaid Stephen, as nearer of the blood of the same Stephen, to hold in villeinage etc.

And besides this, an inquest was taken by William Baynard, John le Smyth, William the son of John, Richard Baynard, Hugh the reeve, Geoffrey le Smyth, Hamo Ashwy, John Maykyn, Richard Baynard the younger, Richard Norman,

Baynard juniorem, Ricardum Norman, Johannem Gerard et Thomam Beneyt, qui dicunt per sacramentum suum quod predictus Robertus de Saldene fuit fugitivus et male fame ita quod tenementa predicta reliquit, per quod idem Robertus si in vita fuerit nec aliquis de exitu seu sanguine ipsius dicta tenementa tenere non debent nec possunt secundum consuetudinem etc. Ideo etc.

4. e. Ibid.

Adhuc ut prius venit Thomas filius Roberti de Saldene et petit se admitti in plena curia ad unum mesuagium et dimidiam virgatam terre cum pertinenciis in Horewod Magna tenenda in bondagio secundum consuetudinem manerii etc., unde dicit quod predictus Robertus pater ipsius Thome tenementa predicta de domino tenuit per concessionem ejusdem et per finem cum eodem factam, per cujus mortem jus in eisdem tenementis eidem Thome decendebat ut primogenito filio ejusdem Roberti ad predicta tenementa tenenda in bondagio secundum consuetudinem etc.

Et ad plus clarificandum dictum suum <de jure suo>ⁱ dicit idem Thomas quod Isabella uxor predicti Roberti in dictis tenementis dotata fuit per considerationem curie, quod per rotulos curie compertum est.

Et super hoc oneratum <et juratum>ⁱ totum homagium exceptis Waltero Stevens et Roberto Saunders' qui per partes calumpniabantur ad certificandum domino qualiter predicta tenementa in manus domini devenerunt, quod dicit quod predictus Robertus de Saldene qui dicta tenementa tenuit de domino in bondagio fuit <fugitivus>ⁱ male fame et conversationis per quod tenementa predicta reliquit et pro defectu tenentium dominus predicta tenementa in manus suas seisivit, et ea tradidit cuidam Waltero Hogges <tradidit et concessit>^d tenenda in bondagio etc., post cujus mortem dominus concessit predicta tenementa cuidam Stephano le Cartere tenenda forma premissa etc., post cujus decessum dominus concessit predicta tenementa Johanni le Carpenter et Johanne uxori ejus qui modo sunt tenentes.

Uterius requisiti si idem Robertus fuit indictatus de aliquo crimine et super illo convictus per quod tenementa predicta forisfecit, dicunt quod non fuit indictatus neque super aliquo crimine convictus. Set dicunt quod si hoc quod fuit fugitivus et tenementa predicta modo et causa predictis reliquit sit causa forisfacture nec ne ignorant, et hoc ponunt super discretionem consilii domini etc. Ideo datus est dies predictis Thome et Johanni le Carpenter et Johanne uxori ejus de isto die in tribus septimanis ad audiendum iudicium suum.

dies ad proximam

Quo die partes comparuerunt. Et dictum est partibus supradictis per consilium domini quod illa subtractio que idem Robertus fecit nec quod hoc que tenementa predicta modo predicto reliquit non est causa forisfacture nec tenementa forisfecit. Ideo consideratum quod predictus Ricardus¹ recuperet

¹ Sic: mistake for Thomas.

John Gerard and Thomas Beneyt, who say by their oath that the aforesaid Robert de Salden was a fugitive and of ill fame, so that he gave up the aforesaid tenements, whereby neither the same Robert if he were alive, nor any of his issue or blood, ought to or could hold the said tenements according to the custom etc. Therefore etc.

4. e. GREAT HORWOOD, 8 January 1331

Again as before, Thomas the son of Robert de Salden comes and prays to be admitted in open court to one messuage and half a yardland of land with the appurtenances in Great Horwood, to hold in bondage according to the custom of the manor etc., whereof he says that the aforesaid Robert, the father of the same Thomas, held the aforesaid tenements of the lord by his grant and by a fine made with him, by whose death the right in the same tenements descended to the same Thomas as to the first-born son of the same Robert, to hold the aforesaid tenements in bondage according to the custom etc.

And to clarify further his statement concerning his right, the same Thomas says that Isabel the wife of the aforesaid Robert was endowed in the said tenements by the decision of the court, which was found by the rolls of the court.

And thereupon the whole homage, except Walter Stevenes and Robert Saunders who were challenged by the parties, was charged and sworn to certify to the lord how the aforesaid tenements came into the lord's hands, which says that the aforesaid Robert de Salden who held the said tenements of the lord in bondage was a fugitive, of ill fame and behaviour, whereby he gave up the aforesaid tenements, and for lack of tenants the lord seized the aforesaid tenements into his hands and handed them over to a certain Walter Hogges, to hold in bondage etc., after whose death the lord granted the aforesaid tenements to a certain Stephen le Carter, to hold in the foregoing form etc., after whose death the lord granted the aforesaid tenements to John le Carpenter and Joan his wife, who are now the tenants.

Being questioned further whether the same Robert was indicted of any crime and convicted of it, whereby he forfeited the aforesaid tenements, they say that he was not indicted nor convicted of any crime. But they say that whether he were a fugitive, and gave up the aforesaid tenements in the manner and for the reason aforesaid, would be a reason for forfeiture or not, they do not know, and they submit this to the discretion of the lord's council etc. Therefore a day was given to the aforesaid Thomas and John le Carpenter and Joan his wife, three weeks from this day, to hear their judgment.

Day at the next [court]

On which day the parties appeared. And it was said to the aforesaid parties by the lord's council that neither that withdrawal which the same Robert made, nor the fact that he gave up the aforesaid tenements in the manner aforesaid, is a reason for forfeiture, nor did he forfeit the tenements. Therefore it was decided that the aforesaid Thomas should recover the aforesaid tenements by making

tenementa predicta per finem cum domino faciendam tenenda in villenagio etc., et predictus Johannes recuperet sumptos suos in dictis tenementis positos per eundem, que taxantur per homagium ad vii s. Et concessum est per dominum predicto Thome tenendum predicta tenementa in villinagio per finem sexaginta sex solidorum et octo denariorum solvendorum die Dominica in medio quadragesima <faciendo domino servicia que predictus Robertus pater suus facere consuevit>¹. Et tam de denariis solvendis quam de domibus et edeficiis sustentandis et etiam serviciis et consuetudinibus faciendis invenit plegios, videlicet Robertum Saundr' et Henricum Bicon. Ideo liberetur eidem seisina salvo jure cujuslibet etc. et fecit fidelitatem.

finis lxvi s. viii d. pro Thoma de Saledon

Et concessum eidem Thome quod dimittere possit Henrico Bicon sex acras et dimidiam terre arabilis de predictis tenementis ad terminum quatuordecim annorum, quas sex acras et dimidiam Johannes Isoude quondam tenuit, ita quod post dictum terminum elapsum dicte sex acre terre et dimidia integre dicto Thome revertantur. <Et idem Thomas forma premissa eidem tradidit predictam terram.>¹ Et idem Thomas faciebit domino annuatim omnia redditum et servicia, tallagia ac omnia alia onera dictis tenementis incumbantia per totum tempus supradictum. Et idem Henricus solvit domino de fine xv s.

5. a. LAO Crowle Manor I/7

Cecilia Sadde venit in plena curia tenta apud Estoft die Mercurii proximo post festum purificationis beate Marie anno regni regis Edwardi filii regis Edwardi xii^o et petit versus Adam filium Willelmi de Amcotes unum mesuagium cum pertinenciis in Gerlethorp ut jus suum etc., eo quod Johannes de Burgh' pater predicte Cecilie inde obiit seisisus etc. ut de jure suo secundum consuetudinem soke de Crulle.

Et prefatus Adam venit et dicit quod quidam Ricardus Rotour qui adventicius fuit venit quondam et cepit predictum mesuagium de abbate de Seleby, sed de quo abbate nescitur etc., tenendum sibi et heredibus suis etc. secundum consuetudinem soke etc., qui quidem Ricardus tenuit dictum mesuagium in tota vita sua [sic] sua etc. Et post mortem suam dictus Johannes de Burgh' filius et heres dicti Ricardi Rotour noluit in dicto mesuagio calumpniam suam ponere, per quod abbas qui tunc fuit seisivit dictum mesuagium et illud dedit Willelmo de Amcots patri Ade predicti in escambium pro quoddam tofto assignato ad mercatum de Gerlethorp', qui quidem Willelmus de Amcotes illud tenuit in tota vita sua etc. Et post mortem dicti Willelmi dictus Adam illud herietavit ut propinquior heres et adhuc tenet etc. Et de hoc vocat rotulos ad warran-
tiam, que quidem <donatio in>¹ rotulis non potuit inveniri.

fine with the lord, to hold in villeinage etc., and the aforesaid John should recover his expenses laid out upon the said tenements by him, which are taxed by the homage at 7s. And it was granted by the lord to the aforesaid Thomas to hold the aforesaid tenements in villeinage by a fine of 66s. 8d. to be paid on Sunday in the middle of Lent, performing for the lord the services which the aforesaid Robert his father was accustomed to perform. And both for paying the money and for sustaining the houses and buildings and also for performing the services and customs he provided pledges, namely Robert Saunders and Henry Bicon. Therefore let seisin be delivered to him, saving the right of each etc. And he did fealty.

Fine 66s. 8d. for Thomas de Salden

And it is granted to the same Thomas that he may demise to Henry Bicon six and a half acres of arable land of the aforesaid tenements for the term of fourteen years, which six and a half acres John Isoude once held, so that after the said term has elapsed the said six and a half acres should revert entirely to the said Thomas. And the same Thomas handed over the aforesaid land in the foregoing form. And the same Thomas will pay to the lord yearly all rent and services, tallages and all other charges due for the said tenements for the entire time aforesaid. And the same Henry pays the lord 15s. as a fine.

5. a. CROWLE (Lincolnshire), at Eastoft, 19 April 1319

Cicely Sadde comes in open court held at Eastoft on the Wednesday [7 February 1319] next after the Purification of the Blessed Mary in the twelfth year of King Edward the son of King Edward and seeks against Adam son of William de Amcotes one messuage with the appurtenances in Garthorpe as her right etc., because John de Burgh the father of the aforesaid Cicely died seised therein etc. as of his right according to the custom of the soke of Crowle.

And the aforesaid Adam comes and says that a certain Richard Rotour, who was a newcomer,¹ once came and took the aforesaid messuage from the abbot of Selby, but from which abbot is unknown etc., to hold to himself and his heirs etc. according to the custom of the soke etc., which same Richard held the said messuage his entire life etc. And after his death the said John de Burgh, the son and heir of the said Richard Rotour, did not wish to put in his claim to the said messuage, whereby the abbot who then was seized the said messuage and gave it to William de Amcotes the father of the aforesaid Adam, in exchange for a certain toft assigned for the market of Garthorpe, which same William of Amcotes held it his entire life. And after the death of the said William, the said Adam paid a heriot for it as nearer heir and still holds it etc. And thereof he vouches the rolls to warrant, which same grant could not be found in the rolls.

¹ *Adventicius*: newcomer to manor. Cf. P.R. Hyams, *Kings, Lord and Peasants in Medieval England: The Common Law of Villeinage in the Twelfth and Thirteenth Centuries* (Oxford, 1980), 209–10.

et quod post decessum predicte Juliane matris sue per vices venit simul cum predicto Ricardo viro suo in hac curia ad dicta tenementa clamanda prout testatur per dictos juratos, et quod numquam forisfecit erga dominum quin ad dicta tenementa admitti deberet, et quod predictus Johannes pater ipsius numquam dicta tenementa sursum reddidit in curia nec per aliquam causam secundum usum seu consuetudinem hujus manerii debet per sacramentum eorum de dictis tenementis in aliquo modo excludi, et quod predicta Matilldis nullum jus habet in eisdem tenementis. Idio consideratum est quod predicti Ricardus et Dionisia recuperant tenementa predicta et predicta Matilldis pro injusta detentione in misericordia. Et iidem Ricardus et Dionisia dant de fine pro ingressu habendo in predictis tenementis eisdem et heredibus suis secundum consuetudinem manerii faciendo servicia et consuetudines salvo jure etc. Et fecerunt fidelitatem. Plegius de fine Johannes le Wynd.

misericordia | finis ii s.

15. NCO Archives 3914

finis vi s. viii d.

Concessum est per dominum Johanni le Carpenter quod unum mesuagium et due partes dimidie virgate terre cum suis pertinenciis in Horewod que Stephanus le Cartere tenet, et tertia pars unius mesuagii et dimidie virgate terre que Isabella que fuit uxor Roberti de Saldene tenet nomine dotis et que post decessum ipsius Isabelle prefato Stephano revertere debent, post decessum predicti Stephani remaneant prefato Johanni et Johanne uxori ejus et heredibus ipsius Johannis tenenda in villenagio secundum consuetudinem manerii, ita quod post decessum ipsius Stephani predicti Johannes et Johanna quieti sint de fine faciendo pro tenementis predictis. Et quia ista concessio sit superstitute predicto Stephano, habito respectu quod prefati Johannes et Johanna viventibus prefato Stephano et Isabella comodum suum de predictis tenementis facere non possunt, finis pro ingressu habendo in eisdem cum tempus acciderit conceditur ad vi s. viii d., quos statim solvit.

Et quia idem Stephanus concessionem predictam quantum in ipsum fuit impugnare voluit et post nate filie sue tenementa asserens se reddere velle, cum tamen hoc contra consuetudinem manerii omnino extitisset, per quod presente ipso Stephano in presencia domini inquisitum est per totum homagium. Et compertum quod ubi aliquis tenens in villinagio habuerit filias, de consuetudine manerii primogenita ipsarum filiarum sola succedet in hereditatem per finem faciendum cum domino, dum tamen ipsa primogenita maritata non fuerit de bonis patris sui seu antecessorum suorum, et quod predicta Johanna est

the death of the aforesaid Juliana her mother she came at times along with the aforesaid Richard her husband in this court to claim the said tenements, as is attested by the said jurors, and that she never forfeited to the lord her right to be admitted to the said tenements, and that the aforesaid John her father never surrendered the said tenements in court, nor for any reason according to the usage or custom of this manor ought she be barred from the said tenements in any way by their oath, and that the aforesaid Maud has no right in those tenements. Therefore it was decided that the aforesaid Richard and Denise should recover the aforesaid tenements, and the aforesaid Maud should be in mercy for unjust withholding. And the same Richard and Denise give a fine to have entry in the aforesaid tenements to themselves and their heirs according to the custom of the manor, performing the services and customs, saving the right etc. And they did fealty. Pledge of fine, John le Wynd.

Amercement | fine 2s.

15. GREAT HORWOOD (Buckinghamshire), 30 October 1329¹

Fine 6s. 8d.

It was granted by the lord to John le Carpenter that one messuage and two parts of half a yardland of land with their appurtenances in Horwood, which Stephen le Carter holds, and the third part of one messuage and of half a yardland of land which Isabel who was the wife of Robert de Salden holds in the name of dower and which after the death of the same Isabel ought to revert to the same Stephen, after the death of the same Stephen should remain to the aforesaid John and Joan his wife and the heirs of the same John, to hold in villeinage according to the custom of the manor, so that after the death of the same Stephen the aforesaid John and Joan should be quit of making fine for the aforesaid tenements. And because this grant occurs while the aforesaid Stephen survives, having regard that the aforesaid John and Joan cannot take the benefit of the aforesaid tenements while the aforesaid Stephen and Isabel are alive, the fine to have entry in them when the time should occur is set at 6s. 8d., which he immediately pays.

And because the same Stephen wished to impugn the aforesaid grant as much as he could, asserting that he wished to render the tenements to his younger daughter, although this stood utterly against the custom of the manor, whereby, while the same Stephen was present, in the presence of the lord it was inquired into by the whole homage. And it was found that when any tenant in villeinage has daughters, by the custom of the manor the first-born of those daughters should succeed alone into the inheritance by making fine with the lord, so long however as the first-born would not have been married with the goods of her father or her ancestors, and that the aforesaid Joan is

¹ The property at issue in this case also appears in case 4, above.

primogenita predicti Stephani et maritata contra voluntatem ejusdem Stephani, quod quidem per confessionem ipsius Stephani super hoc requisiti compertum est, et quod prefatus Johannes nichil percepit cum dicta Johanna de bonis ipsius Stephani pro maritagio predicto. < Et idem Johannes solvit dompno Radulpho Burdet xii d. pro feodo suo, videlicet socio domini. Et dictus Johannes post mortem dicti Stephani fecit fidelitatem de duabus partibus predictis per finem quo supra native tenendis. Et tam de domibus et edificiis sustendis quam de serviciis et consuetudinibus domino faciendis invenit pleggios, videlicet Walterum Stevenes, Robertum Saundrs et Johannem Dymond. >¹

16. NCO Archives 3914

Ricardus Norman qui de domino tenuit unum mesuagium et unam virgatam terre cum pertinenciis in bondagio diem clausit extremum, ex quo provenit una vacca cum vitulo precii x s. nomine herietti. Et liberata preposito de Newenton'. Et tenementa predicta capiantur in manus domini post annum etc. Et super hoc venerunt Hugo le Reve et Emma uxor ejus et petunt se admitti ad dicta tenementa tenenda secundum consuetudinem manerii ut propinquiore de sanguine, quia dicunt quod ipsa Emma fuit soror primonata ipsius Ricardi et idem Ricardus sine exitu de corpore suo obiit etc.

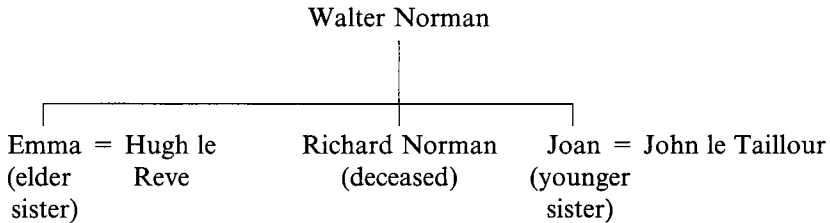
Et ad hoc venerunt Johannes le Taillour et Johanna uxor ejus et dicunt quod iidem Hugo et Emma nullum jus in predictis tenementis habent tenendis secundum consuetudinem manerii etc., quia dicunt quod predicta Emma soror predicti Ricardi primogenita maritata fuit de assensu et voluntate Walteri Norman patris sui cum bonis et catallis de predicta terra sua provenientiibus, per quod secundum consuetudinem manerii nullum jus in predictis tenementis habent tenendis etc. Et petunt se ad dicta tenementa tenenda admitti ut propinquiore secundum consuetudinem etc., quia dicunt quod predicta Johanna uxor predicti Johannis fuit soror postgenita predicti Ricardi et quod eadem Johanna

¹ Text in brackets added in later hand.

the first-born of the aforesaid Stephen and was married against the will of the same Stephen, which was found by the confession of the same Stephen when questioned thereupon, and that the aforesaid John received nothing with the said Joan from the goods of the same Stephen for the aforesaid marriage. And the same John paid to Sir Ralph Burdet 12d. for his fee, namely as the lord's fellow¹. And the said John after the death of the said Stephen did fealty for the two parts aforesaid by fine as above, to hold in the manner of a neif. And both for sustaining the houses and buildings and for performing the services and customs for the lord he provided pledges, namely Walter Stevenes, Robert Saunders, and John Dymond.

16. GREAT HORWOOD (Buckinghamshire), 6 August 1331

GENEALOGY:



Richard Norman, who held of the lord one messuage and one yardland of land with the appurtenances in bondage, has ended his last day, whereof there accrues in the name of heriot one cow with calf, price 10s. And it is delivered to the reeve of Newton. And let the aforesaid tenements be taken into the lord's hands after a year etc. And thereupon came Hugh le Reve and Emma his wife, and they pray to be admitted to the said tenements, to hold according to the custom of the manor as the nearer in blood, because they say that the same Emma was the first-born sister of the same Richard and the same Richard died without issue of his body etc.

And thereat came John le Taillour and Joan his wife, and they say that the same Hugh and Emma have no right in the aforesaid tenements to hold according to the custom of the manor etc., because they say that the aforesaid Emma the first-born sister of the aforesaid Richard was married by the assent and will of Walter Norman her father, with goods and chattels issuing from his aforesaid land, whereby according to the custom of the manor they have no right in the aforesaid tenements to hold etc. And they pray to be admitted to the said tenements, to hold as nearer according to the custom etc., because they say that the aforesaid Joan the wife of the aforesaid John was the younger sister of the

¹ In the early fourteenth century this manor belonged to Newton Longville Priory, so the reference to 'fellow' here is conceivably to be understood in the monastic sense.

non fuit maritata de bonis et catallis predicti Walteri patris sui de terra predicta provenientius, per quod jus habent in eisdem tenendis secundum consuetudinem etc. Et tam de hoc, quod dicunt quod predicti Hugo et Emma nullum jus habent etc. ratione premissa, quam de omnibus aliis per ipsos Johannem et Johannam dictis et allegatis ut supra, petunt quod inquiratur per homagium. Et predicti Hugo et Emma similiter.

Et super hoc totum homagium oneratum et juratum, quod dicit quod predicta Emma fuit maritata cum bonis et catallis Walteri patris sui assensu et voluntate ejusdem. Et hoc idem Hugo similiter recognovit, per quod nullum jus habent in dictis tenementis tenendis secundum consuetudinem etc.

Et similiter dicunt quod predicta Johanna uxor predicti Johannis numquam fuit maritata cum bonis et catallis de predicta terra provenientius, per quod propinquior est tenementis predictis tenendis secundum consuetudinem etc. Ideo consideratum est quod predicti Hugo et Emma nichil de cetero recuperent de predictis tenementis, et seisita sunt in manus domini quousque finis factus fuerit pro eisdem etc. Postea eadem tenementa concessa sunt per dominum predictis Johanni et Johanne tenenda in bondagio secundum consuetudinem manerii per finem quatuor librarum solvendum diebus assumptionis beate Marie et Sancti Michaelis per equales portiones, faciendo nichilominus domino servicia et consuetudines que predictus Ricardus facere consuevit. Et tam de denariis solvendis quam de domibus et edeficiis in dictis tenementis existentibus in adeo bono statu quo illa receperunt sustendandis, ac etiam servicia et consuetudines faciendis, invenit plegios, videlicet Johannem Simond et Willelmum Baynard. Et fecit fidelitatem. Ideo liberetur eisdem seisina.

finis iiiⁱⁱ pro Johanne le Tailour

17. PRO SC2/153/69

finis xii d. | inquisitio

Ad hanc curiam venit Walterus de Herdewyk' et ponit clameum in i mesuagio et una virgata terre cum pertinenciis in Brithwaltone que Willelmus de Eversole tenet ibidem de dimissione domini Johannis de Northborne tunc abbatis de Bello esse jus suum ut propinquius de sanguine et comidare ad dictum mesuagium et dictam virgatam terre cum pertinenciis habere secundum consuetudinem manerii. Et dat domino xii d. pro inquisitione habenda. Et invenit plegios ad standum ordinationi inquisitionis, Willelmum le Mareshal et Rogerum atte Rysch'.

Inquisitio inde capta per totum hommadium juratum, que dicit quod quidam Henricus de Eversole avus predicti Walteri tenuit dictum mesuagium et dictam virgatam terre in vilinagio secundum consuetudinem manerii ad totum terminum vite sue. Idem Henricus habuit filium nomine Robertum. Idem Robertus habuit filium, videlicet Walterum predictum. Et dicunt quod predictus

aforesaid Richard and that the same Joan was not married with goods and chattels of the aforesaid Walter her father issuing from the aforesaid land, whereby they have right in them to hold according to the custom etc. And both as to their saying that the aforesaid Hugh and Emma have no right etc. for the foregoing reason, and as to all other things said and alleged by the same John and Joan as above, they pray that it be inquired into by the homage. And the aforesaid Hugh and Emma likewise.

And thereupon the whole homage was charged and sworn, and it says that the aforesaid Emma was married with the goods and chattels of Walter her father by his assent and will. And this the same Hugh likewise acknowledged, whereby they have no right in the said tenements to hold according to the custom etc.

And likewise they say that the aforesaid Joan, the wife of the aforesaid John, was never married with goods and chattels issuing from the aforesaid land, whereby she is nearer to hold the aforesaid tenements according to the custom etc. Therefore it was decided that the aforesaid Hugh and Emma should recover nothing henceforth of the aforesaid tenements, and they were seized into the lord's hands until a fine should be made for them etc. Afterwards the same tenements were granted by the lord to the aforesaid John and Joan, to hold in bondage according to the custom of the manor by a fine of £4, to be paid at the Assumption of the Blessed Mary and Michaelmas in equal portions, nevertheless performing for the lord the customs and services which the aforesaid Richard was accustomed to perform. And both for paying the money and for sustaining the houses and buildings in the said tenements in as good a state as they received them, and also for performing the services and customs, he provided pledges, namely John Simond and William Baynard. And he did fealty. Therefore let seisin be delivered.

Fine £4 for John le Tailour

17. BRIGHTWALTON (Berkshire), 6 November 1331

Fine 12d. | inquest

To this court comes Walter de Herdewyk, and he puts in his claim that one messuage and one yardland of land with the appurtenances in Brightwalton, which William de Eversole holds there by demise of Sir John de Northborne then abbot of Battle, is his right as nearer of blood and as heir, to have the said messuage and the said yardland of land with the appurtenances according to the custom of the manor. And he gives the lord 12d. to have an inquest. And he provides pledges to abide by the order of the inquest, William le Mareshal and Roger atte Rysch.

An inquest was taken therein by the entire homage, being sworn, which says that a certain Henry de Eversole, the grandfather of the aforesaid Walter, held the said messuage and the said yardland of land in villeinage according to the custom of the manor for the entire term of his life. The same Henry had a son named Robert. The same Robert had a son, namely the aforesaid Walter.

convenit inter eos quod dictus Johannes inveniret eidem Matilde ad terminum vite sue quamdam cameram in qua posset manere et daret eidem Matilde annuatim i buscellum frumenti ad festum Omnium Sanctorum, quam quidem conventionem eidem omnino fregit etc. ad dampnum ipsius Matilde xx s. etc. Et inde producit etc. Et dictus Johannes defendit etc. Et dicit quod nullam conventionem sibi fregit sicut etc. Et hoc petit quod inquiratur etc. Et alia similiter etc. Ideo preceptum est ballivo quod venire faciat bonam inquisitionem ad proximam etc.

preceptum est | inquisitio

54. c. Ibid.

misericordia | nichil quia pauper

Compertum est per inquisitionem inter Matildam Payn et Johannem Fabrum quod dicta Matilda nichil habet juris in clameo suo quia rotuli curie regis Edwardi patris nunc x^o ipsam excludunt ab omni actione. Sed dictus Johannes Faber de gracia sua concedit eidem dimidium buscellum frumenti per annum ad terminum vite decetero ab ipso percipiendum. Et quia dicta Matilda false proclamavit dictum Johannem ideo ipsa in misericordia et dictus Johannes inde sine die.

55. a. NCO Archives 3913

herietum vi s. viii d. | finis v marce | redditio bladi

Hugo Neel qui nuper tenuit de domino unum mesuagium et unam virgatam terre cum pertinenciis in villenagio per impotenciam suam reddidit eadem tenementa in manus domini et dat pro herietto suo vi s. viii d. per plegium Ricardi Brut, Willelmi Baynard et Willelmi Janekynes. Et super hoc venit Ricardus le Brut et petit quod tenere possit predicta tenementa sibi et heredibus suis in villenagio secundum consuetudinem manerii, quod quidem concessum est eidem per dominum per finem quinque marcarum, solvendo quadraginta solidos ad festum purificationis beate Marie proximum futurum et duas marcas die assencionis domini per plegios Johannis Maikyn, Willelmi Baynard. Qui quidem Johannes et Willelmus sunt plegii cum Ricardo ad sustentanda domos et edificia et facienda consuetudines et servicia que ad ea tenementa pertinent. Et fecit fidelitatem etc. Ideo liberata est seisinam etc.

Et similiter predictus Ricardus le Brut recognovit se teneri predicto Hugoni Neel annuatim ad terminum vite sue in quinque quarteriis et dimidio bladi, videlicet in ii quarteriis frumenti, i quarterio et dimidio fabarum et pisarum, i quarterio et dimidio drageti boni, videlicet melioris crescentis in dicta terra, et iii

it was agreed between them that the said John would provide for the same Maud for the term of her life a certain chamber in which she could dwell, and he would give the same Maud yearly one bushel of wheat at the feast of All Saints, which same covenant he utterly broke toward her etc., to the same Maud's damage 20s. etc. And therein she produces etc. And the said John denies etc. And he says that he broke no covenant toward her as etc. And he prays that this be inquired into etc. And the other likewise etc. Therefore it was ordered that the bailiff should cause a good inquest to come at the next [court] etc.

It was ordered | inquest

54. c. WITCHAM RECTORY, 28 April 1337

Amercement | nothing because poor

It was found by inquest between Maud Payn and John Smith that the said Maud has nothing of right in her claim, because the rolls of the court of the tenth [year] [1316-17] of King Edward father of the present [king] bar her from every action. But the said John Smith by his grace granted to her half a bushel of wheat, to be received from him yearly henceforth for the term of her life. And because the said Maud falsely made claim of the said John, therefore she is in mercy, and let the said John go without day therein.

55. a. GREAT HORWOOD (Buckinghamshire), 22 January 1323¹

Heriot 6s. 8d. | fine five marks | render of corn

Hugh Neel, who lately held of the lord one messuage and one yardland of land with the appurtenances in villeinage, because of his incapacity rendered the same tenements into the lord's hands, and he gives 6s. 8d. for his heriot by the pledge of Richard Brut, William Baynard and William Janekynes. And thereupon Richard Brut comes and prays to hold the aforesaid tenements to himself and his heirs in villeinage according to the custom of the manor, which same was granted to him by the lord by a fine of five marks, paying 40s. at the Purification of the Blessed Mary next to come and two marks at the Ascension of the Lord, by the pledges of John Maikyn and William Baynard. Which same John and William are pledges with Richard for sustaining the houses and buildings and performing the customs and services which pertain to those tenements. And he did fealty etc. Therefore seisin was delivered etc.

And likewise the aforesaid Richard Brut acknowledged himself bound to the aforesaid Hugh Neel yearly for the term of his life in five and a half quarters of corn, namely in two quarters of wheat, one and a half quarters of beans and peas, one and a half quarters of good dredge, namely of the better growing

¹ The property at issue in this case also appears in case 56, below.

busselos avene in festis Sancti Michaelis et annunciationis beate Marie per equales portiones < solvendis >ⁱ. Primus dies solutionis a die Sancti Michaelis proximo futuro in unum annum. Et interim idem Ricardus faciet eidem Hugoni quantitatem bladi secundum quod maius vel minus seminaverit secundum discretionem vicinorum. Et similiter solvet eidem Hugoni i marcam per manibus. Et vult et concedit predictus Hugo quod < solutio >ⁱ unius quarterii bladi, scilicet fabarum, pisarum et drageti, sesset cum contigerit ipsum Hugonem vel Sibillam uxorem suam obire. < Et dictus Ricardus le Brut cognovit se teneri annuatim predicto Hugoni in i pare robarum lenearum, scilicet in i camisia cum bracciis precii xii d. >¹

55. b. Ibid.

misericordia

Quia quedam inquisitio cujusdam vacce de herietto Hugonis Neel posita fuit in respectum usque istum diem, venit predicta inquisitio tam libera quam custumaria < et dicit >ⁱ quod Hugo Neel, qui de domino tenuit i mesuagium et unam virgatam terre in bondagio et per impotenciam suam reddidit predicta tenementa in manus domini prout patet per rotulos curie tente die Sabati in festo Sancti Vincenti anno regis nunc xvi^o, tempore redditionis tenementorum predictorum habuit quendam vaccam precii xviii s. Et alias presentatum fuit per eandem inquisitionem quod predictus Hugo nullam vaccam habuit tempore redditionis predictae nec ullam aliam bestiam < tempore predicto >ⁱ, per quod dedit domino pro herietto vi s. viii d. Et modo dicit ista inquisitio quod predicta vacca fuit tempore redditionis Hugoni Neel. Et per fraudem et collusionem inter dictum Hugonem Neel et Radulphum Margeri factas predicta vacca alienata fuit, per quod dominus admisit heriettum suum ad grave dampnum et exhereditationem domini et contra fidelitatem dictorum Hugonis et Radulphi. Ideo consideratum quod dictus Radulphus satisfaciatur domino de predicto herietto < condonatur per dominum >ⁱ vel precio, et nichilominus predictus Radulphus pro dicta transgressione in misericordia < condonatur per dominum >ⁱ ad voluntatem domini per plegios Willelmi Baynard, Willelmi Janekynes, et predicta inquisitio pro variatione presentationis sue in misericordia ad voluntatem domini < x >^d < vi >ⁱ marcas.

56. a. NCO Archives 3913

Henricus Bigoun querens optulit se versus Ricardum Brut in placito conventionis fracte, eo quod dictus Henricus emebat de Ricardo Brut unum mesuagium et unam virgatam terre in Magna Horwode die Lune proximo ante

¹ Text in brackets added in later hand.

on the said land, and four bushels of oats to be paid at Michaelmas and the Annunciation of the Blessed Mary in equal portions. The first day of payment is at Michaelmas in one year next to come. And meanwhile the same Richard will provide to the same Hugh a quantity of corn, more or less as he shall sow it, according to the discretion of the neighbours. And likewise he pays the same Hugh one mark by his hands. And the aforesaid Hugh wishes and acknowledges that the payment of one quarter of corn, namely of beans, peas and dredge, should cease if it should happen that the same Hugh or Sibyl his wife should die. And the said Richard Brut acknowledged himself bound to the aforesaid Hugh yearly in one suit of linen garments, namely one shirt with breeches, price 12d.

55. b. GREAT HORWOOD, 18 November 1323

Amercement

Because a certain inquest concerning a certain cow of the heriot of Hugh Neel was put into respite until this day, the aforesaid inquest, both free and customary, comes and says that Hugh Neel, who held of the lord one messuage and one yardland of land in bondage and because of his incapacity rendered the aforesaid tenements into the lord's hands as appears by the rolls of the court held on the Saturday [22 January 1323] in the feast of St Vincent in the sixteenth year of the present king, at the time of the rendering of the aforesaid tenements had a certain cow, price 18s. And it was presented by the same inquest otherwise, that the aforesaid Hugh had no cow at the time of the aforesaid render, nor any other beast at the aforesaid time, whereby he gave the lord 6s. 8d. as a heriot. And now this inquest says that the aforesaid cow, at the time of the render, belonged to Hugh Neel. And by deceit and collusion between the said Hugh Neel and Ralph Margeri, the aforesaid cow was alienated, whereby the lord lost his heriot, to the grave damage and disinheritation of the lord and against the fealty of the said Hugh and Ralph. Therefore it was decided that the said Ralph should satisfy the lord for the aforesaid heriot (pardoned by the lord) or its price, and nevertheless the aforesaid Ralph should be in mercy at the lord's will for the said trespass (pardoned by the lord) by the pledges of William Baynard and William Janekynes, and the aforesaid inquest should be in mercy at the lord's will for changing its presentment (six marks).

56. a. GREAT HORWOOD (Buckinghamshire), 4 August 1323¹

Henry Bigoun, plaintiff, appeared against Richard Brut in a plea of broken covenant, because the said Henry bought from Richard Brut one messuage

¹ No enrolment of the grant at issue in this case appears in the surviving Great Horwood court rolls. The property at issue in this case also appears in case 55, above.

festum Sancti Johannis baptiste pro septem marcas argenti solvendo eidem Ricardo medietatem ad festum Sancti Johannis baptiste et aliam medietatem ad festum Sancti Michaelis arcangeli proximum sequens, ad quem quidem diem Sancti Johannis baptiste dictus Henricus optulit dicto <Ricardo>¹ tres marcas et dimidiam argenti secundum conventionem predictam. Et dictus Henricus¹ dictam pecuniam recusavit contra conventionem predictam ad dampnum xxx s. Et super hoc producit sectam.

Et dictus Ricardus presens in curia <dicit et>^d recognovit conventionem supradictam, et dicit quod dictus Henricus non optulebat pecuniam predictam in festo Sancti Johannis baptiste secundum conventionem etc. sicut etc. Et super hoc partes predictae posuerunt se super inquisitionem.

Inquisitio capta inter Henricum Bigoun querentem et Ricardum Brut defendentem de conventionem predicta, qui dicunt quod presens fuit et pecuniam optulit dicto Ricardo tempore oportuno die predicto. Ideo consideratum est quod dictus Henricus recuperet dampnum, videlicet xxx s., et nichilominus dictus Ricardus in misericordia <ii d.>ⁱ etc.

misericordia ii d.

56. b. Ibid.

Injunctum est Ricardo Brut quod edificari faciat illam placeam terre quam nuper Hugo Neel tenuit et eidem Ricardo reddidit in curia simul cum i virgata terre. Et habet diem a die Sancti Michaelis proximo futuro in unum annum sub pena forisfacture tenementorum predictorum etc.

56. c. Ibid.

finis l s. quos dominus recepit pre manibus

Ricardus le Brut venit ad curiam istam et reddidit in manus domini i mesuagium et unam virgatam terre cum pertinenciis que quondam Hugo Neel tenuit in bondagio. Et dat pro herietto suo xii pultas quia non habuit aliud animal. Et super hoc venit Adam filius Henrici Bicon et petit se admitti ad tenementa predicta optinenda, quod quidem concessum est eidem <per dominum>ⁱ per finem quinquaginta solidorum. Et liberata est ei seisina tenenda in bondagio secundum consuetudinem manerii. Et fecit fidelitatem. Et invenit pleggios ad consuetudines et servicia facienda et dictam placeam edificandam cum domibus competentibus et neccessariis citra finem quatuor annorum proximo sequentium post datam istius curie, et etiam solvendo dicto Ricardo le Brut quatuor marcas sterlingorum pro dictis tenementis sic redditus in manus domini die Sancti Michaelis proximo futuro, scilicet Johannem Gerard,

¹ Sic: mistake for Richard.

and one yardland of land in Great Horwood on the Monday [20 June 1323] next before the feast of St John the Baptist for seven marks of money, half to be paid to the same Richard at the feast of St John the Baptist and the other half at the Michaelmas next following, at which day of St John the Baptist the said Henry offered the said Richard three and a half marks of money according to the aforesaid covenant. And the said Richard refused the said money against the aforesaid covenant, to the damage of 30s. And thereupon he produces his suit.

And the said Richard, present in court, acknowledged the aforesaid covenant, and he says that the said Henry did not offer the aforesaid money on the feast of St John the Baptist according to the covenant etc. as etc. And thereupon the aforesaid parties put themselves upon an inquest.

An inquest was taken between Henry Bigoun, plaintiff, and Richard Brut, defendant, concerning the aforesaid covenant, who say that he was present and offered the money to the said Richard at a suitable time on the aforesaid day. Therefore it was decided that the said Henry should recover the damage, namely 30s., and nevertheless the said Richard should be in mercy (2d.) etc.

Amercement 2d.

56. b. GREAT HORWOOD, 8 May 1324

It was enjoined that Richard Brut should cause to be built that plot of land which Hugh Neel lately held and rendered to the same Richard in court along with one yardland of land. And he has a day, one year from Michaelmas next, under penalty of forfeiture of the aforesaid tenements etc.

56. c. GREAT HORWOOD, 21 August 1324

Fine 50s. which the lord received directly

Richard Brut came to this court and rendered into the lord's hands one mesuage and one yardland of land with the appurtenances which Hugh Neel once held in bondage. And he gives twelve chickens as his heriot, because he did not have another animal. And thereupon Adam the son of Henry Bigoun comes and prays to be admitted to the aforesaid tenements, which same was granted to him by the lord by a fine of fifty shillings. And seisin was delivered to him, to hold in bondage according to the custom of the manor. And he did fealty. And he provided pledges for performing the customs and services and building the said plot with adequate and necessary houses by the end of four years next following after the date of this court, and also paying to the said Richard Brut four marks sterling for the said tenements thus rendered into the lord's hands on the Michaelmas next to come, namely John Gerard, John his son, Ralph

Johannem filium ejus, Radulphum filium Ricardi et Henricum Bicon predictum, qui quidem Henricus tactis sacrosanctis evangeliis juravit quod predictos Johannem, Johannem et Radulphum indempnes conservabit de edificatione placee predicte et de predictis quatuor marcis solvendis dicto Ricardo ad predictum festum Sancti Michaelis.

57. PRO SC2/153/68

finis iiii marce

Radulphus le Taillor qui tenuit unum mesuagium et unum cottetlum terre de domino in villenagio venit in plenam curiam et sursum reddidit dictum tenementum ad opus Johannis de Hadele et Cristine que fuit filia Ricardi le Taillor. Et dictus Johannes dat domino de fine pro ingressu habendo in dictum tenementum quatuor marcas solvendas ad festum natalis <domini>ⁱ proximum futurum. Et predicti Johannes et Cristina dictum Radulphum in vestitu et victualibus sicut se ipsos ad terminum vite sue sustentabunt, vel dabunt ei annuatim quatuor quarteria bladorum, videlicet duo quarteria de meliori blado crescente in dicta terra dicti tenementi an sit frumenti vel berecorn, unum quarterium ordeï et unum quarterium avene, solvenda ad quatuor anni terminos generales equalibus portionibus. Et ad festum natalis domini annuatim tres ulnas panni blueti, unum parem caligarum novarum, unum parem sotularum novarum et unum parem lineorum pannorum. Et invenient dicto Radulpho unam cameram in dicto tenemento bonam et onestam ad interea morandum <dicto Radulpho invenient>^d et eorum custubus dictam cameram in coopertura et aliis necessariis sustinebunt. Et erit supradicta conventio ad electionem dicti Radulphi. Dictus Johannes invenit pleggios tam de dicta conventionem tenenda quam de solutione facienda, Robertum atte Crouche et Adam de Eversole. Et concessum est dicto Radulpho quod si contingat dictos Johannem et Cristinam ante dictum Radulphum discere, quod dictum tenementum sibi integre remaneat ad terminum vite sue. Et de herietto dicti Radulphi remanet usque ad proximam ad inquirendum si habeat animalia.

remanet

58. SRO D(W)1734/2/1/101a

Stapenh' | finis ii marce

Memorandum quod Nicholaus Godwyn reddidit in manus domini unum mesuagium et unam virgatam terre in Stapenhull' sub forma infrascripta. Et Johannes filius ejusdem venit in curiam et cepit de domino dictum tenementum tenendum de domino in naivitate ad voluntatem domini per consuetudines et servicia nativa. Et dat domino ad ingressum ii marcas. Et fecit fidelitatem domino. Et sciendum quod in obitu dicti Nicholai dictus Johannes

the son of Richard and the aforesaid Henry Bigoun, which same Henry swore on the holy gospels that he will keep the aforesaid John, John and Ralph free from damages concerning the building of the aforesaid plot, and concerning the aforesaid four marks to be paid to the said Richard at the aforesaid Michaelmas.

57. BRIGHTWALTON (Berkshire), 22 November 1324

Fine four marks

Ralph le Taillor, who held one messuage and one cot-land of the lord in villeinage, came into open court and surrendered the said tenement for the benefit of John de Hadele and Christine who was the daughter of Richard le Taillor. And the said John gives the lord four marks as a fine to have entry into the said tenement, to be paid at Christmas next to come. And the aforesaid John and Christine will sustain the said Ralph in the same manner as themselves in clothing and food for the term of his life, or else they will give him yearly four quarters of corn, namely two quarters of the better corn growing in the said land of the said tenement, whether it be wheat or beer-corn, one quarter of barley and one quarter of oats, to be paid at the four general terms of the year in equal portions. And yearly at Christmas three ells of blue cloth, one pair of new leggings, one pair of new shoes, and one pair of linen cloths. And they will provide for the said Ralph one good and honest chamber in the said tenement to dwell in, and they will sustain the said chamber in roofing and other necessities at their cost. And the abovesaid covenant will be at the choice of the said Ralph. The said John provided pledges, both for keeping the said covenant and for making the payment, Robert atte Crouche and Adam de Eversole. And it was granted to the said Ralph that if it should happen that the said John and Christine should die before the beforesaid Ralph, the said tenement should remain to him for the term of his life. And as to the heriot of the said Ralph, it remains until the next [court] to inquire whether he has animals.

It remains

58. BURTON ON TRENT (Staffordshire), 3 August 1325

Stapenhill | fine two marks

Remember that Nicholas Godwyn rendered into the lord's hands one messuage and one yardland of land in Stapenhill in the form written below. And John his son came into court and took from the lord the said tenement, to hold of the lord in neifty at the lord's will by neif customs and services. And he gives the lord two marks for entry. And he did fealty to the lord. And know that at the death of the said Nicholas, the said John will provide adequate

89. NCO Archives 3916

condonatur quia pauper | finis xii d.

Ad hanc curiam veniunt Robertus Bygon' et Emma uxor ejus et petunt se admitti ad unum mesuagium et dimidiam virgatam terre cum pertinenciis que nuper sursum reddiderunt in manus domini ad opus Willelmi Webbe et Alicie uxoris sue tenenda sibi et suis etc. sub conditione subsequente, videlicet quod iidem Willelmus et Alicia manerent in mesuagio predicto et illud sustenerent et omnia onera ad dicta tenementa pertinentia supporterent, et interim adjuvarent predictis Roberto et Emme ad victum suum et necessaria ad terminum vite eorundem prout decet ad statum eorum, ac etiam iiii acras et dimidiam terre ad omnes seisiones culturabunt, seminabunt, herpicabunt, falcabunt et inhorabunt temporibus idoneis, quas quidem conventiones versus eos in omnibus frugerunt. Et <dicunt quod>ⁱ si illas frugerunt tunc predicta sursumredditio pro nullo haberetur etc. Et hoc petunt ut inquiratur per homagium pro fine etc.

Et homagium inde specialiter oneratum dicunt super sacramentum suum quod predicti Willelmus et Alicia in nullo conventiones predictas versus prefatos Robertum et Emmam impleverunt, set omnes condiciones prescriptas frugerunt. Et super hoc consideratum est per curiam quod predicti Robertus et Emma uxor ejus rehabeant tota predicta mesuagium et terram cum suis pertinenciis ut in suo pristino statu tenenda sibi et suis secundum consuetudinem manerii per antiqua servicia etc.

90. a. PCC Archives Framlingham rolls C

finis x s. | conditio

Willelmus Dod corsour presens in curia sursum reddidit in manus domini iiii acras terre et iiii rodas cum i mesuagio superedificato de tenemento Est cum pertinenciis in Hacheston' ad opus Roberti Prentys et heredum suorum, cui liberata est inde seisina tenendas ad voluntatem domini faciendo servicia et consuetudines salvo jure etc., sub tali conditione quod <si>ⁱ predictus Robertus solvat seu solvi faciat prefato Willelmo quolibet anno ad terminum <vite>ⁱ sue ad festum Pasche v s., et ulterius predictus Willelmus habebit cibum et potum sufficienter pro statu suo durante termino predicto, et habebit quolibet anno i camisiam et i parem braccarum durante termino predicto, et predictus Willelmus comorabit in quadam camera ex parte orientale capitalis domus dicti tenementi cum i shopa dicte camere annexata, et predictus Willelmus aysia-mentum in i domo dicti <tenementi>ⁱ ad custodiendum ii equos intra et ad jacendum fenum pro dictis equis custodiendis. Et si predictus Willelmus obierit infra vi annos proximos sequentes, tunc predictus Robertus solvat seu solvi

89. GREAT HORWOOD (Buckinghamshire), 12 December 1409¹

Pardoned because poor | fine 12d.

Robert Bygon and Emma his wife come to this court and pray to be admitted to one messuage and half a yardland of land with the appurtenances which they lately surrendered into the lord's hands for the benefit of William Webbe and Alice his wife, to hold to themselves and theirs etc., upon the following condition, namely that the same William and Alice should remain in the aforesaid messuage and sustain it and bear all the burdens pertaining to the said tenements, and meanwhile support the aforesaid Robert and Emma in their food and necessities for the term of their lives, as is fitting for their status, and also plough, sow, harrow, mow and harvest four and a half acres of land at all the seasons at suitable times, which same covenants they have broken toward them in all ways. And they say that if they broke them, then the aforesaid surrender should be held for nought etc. And they pray that this be inquired into by the homage, for a fine etc.

And the homage, specially charged therein, say upon their oath that the aforesaid William and Alice in no way fulfilled the aforesaid covenants toward the aforesaid Robert and Emma, but broke all the conditions before written. And thereupon it was decided by the court that the aforesaid Robert and Emma his wife should have all the aforesaid messuage and land with their appurtenances again as in their original estate, to hold to themselves and theirs according to the custom of the manor by the old services etc.

90. a. FRAMLINGHAM (Suffolk), 18 December 1411

Fine 10s. | condition

William Dod, huntsman, present in court, surrendered into the lord's hands three acres and three roods of land with one messuage built thereupon of the Est tenement with the appurtenances in Hacheston for the benefit of Robert Prentys and his heirs, to whom seisin therein was delivered, to hold at the lord's will, performing the services and customs, saving the right etc., upon such condition that the aforesaid Robert should pay or cause to be paid to the aforesaid William 5s. at Easter each year for the term of his life, and further the aforesaid William will have food and drink sufficient for his status during the aforesaid term, and he will have each year one shirt and one pair of breeches during the aforesaid term, and the aforesaid William will dwell in a certain chamber on the eastern side of the chief house of the said tenement with one shop adjoined to the said chamber, and the aforesaid William will have easement in one house of the said tenement for keeping two horses therein and for keeping hay for the said horses. And if the aforesaid William should die within six years next

¹ The original grant, referred to here, has not apparently survived.

faciat xiii s. iiii d. ad selebrandum pro anima dicti Willelmi et amicorum suorum. Et si contingat predictum Robertum in solutione predicta ad aliquem terminum predictum in parte vel in toto deficere, tunc bene liceat prefato Willelmo seu attornatis suis in predicta tenementa cum pertinenciis per licenciam domini reintrare et illa in pristino statu suo retinere ista redditione non obstante etc. Et super hoc predictus Robertus dat domino de fine etc.

90. b. PCC Archives Framlingham rolls D.1

finis ii s. et non plus propter debilitatem domorum

Willelmus Dod corsour venit hic in curiam et recepit de domino iii acras terre et iii rodas cum i mesuagio superedificato de tenemento quondam Willelmi Est cum pertinenciis in Hacheston', que predictus Willelmus nuper sursum reddidit in manus domini ad opus Roberti Prentys et heredum suorum sub certis conditionibus ut patet hic in curia tenta die Veneris proximo ante festum Sancti Thome apostoli anno regni regis Henrici iiii^{ti} post conquestum xiii^o, eo quod predictus Robertus dictas condiciones et conventiones versus predictum Willelmum fregit prout testatum est per homagium. Et liberata est ei inde seisinā tenenda sibi et heredibus suis sicut prius tenuit faciendo servicia et consuetudines salvo jure. Et dat de fine.

91. a. NCO Archives 3916

sursumredditio in forma tallionis

Ad hanc curiam venerunt Johannes Prentys senior et Margareta uxor ejus per seneschallum examinata et sursum reddiderunt in manus domini unum mesuagium et unam virgatam terre cum pertinenciis. Et postea dominus concessit medietatem predictorum mesuagii et terre cum suis pertinenciis prefatis Johanni et Margarete tenendam sibi ad terminum vite sue secundum consuetudinem manerii per servicia inde debita etc., et alteram medietatem una cum reversione predictae medietatis cum acciderit Johanni Prentys juniore et Alicie uxori ejus tenendam sibi et heredibus de corporibus eorum legitime procreatis <secundum consuetudinem manerii>ⁱ per antiqua servicia etc. Et si iidem Johannes et Alicia sine herede¹ corporibus eorum legitime procreato obierint, tunc predicta medietas una cum reversione alterius medietatis cum acciderit Agneti filie predictae Margarete integre <remaneat>ⁱ <revertatur>^d tenenda

¹ Sic: 'de' omitted?

following, then the aforesaid Robert should pay or cause to be paid 13s. 4d. to celebrate for the soul of the said William and his friends.¹ And if it should happen that the aforesaid Robert should fail in the aforesaid payment at any term aforesaid in part or in whole, then it would be freely permitted to the aforesaid William or his attorneys to re-enter into the aforesaid tenements with the appurtenances by the lord's licence and retain them in his original estate, this render notwithstanding etc. And thereupon the aforesaid Robert gives the lord a fine etc.

90. b. FRAMLINGHAM, 3 November 1413

Fine 2s. and not more due to dilapidation of the houses

William Dod, huntsman, came here into court and received from the lord three acres and three roods with one messuage built thereupon of the tenement once William Est's with the appurtenances in Hacheston, which the aforesaid William lately surrendered into the lord's hands for the benefit of Robert Prentys and his heirs upon certain conditions, as appears here in the court held on the Friday [18 December 1411] next before the feast of St Thomas the Apostle in the thirteenth year of the reign of King Henry the fourth since the conquest, because the aforesaid Robert broke the said conditions and covenants toward the aforesaid William, as was attested by the homage. And seisin therein was delivered, to hold to himself and his heirs as he formerly held them, performing services and customs, saving the right etc. And he gives a fine.

91. a. GREAT HORWOOD (Buckinghamshire), 26 July 1415

Surrender in the form of an entail

To this court came John Prentys the elder and Margaret his wife, she being examined by the steward, and they surrendered into the lord's hands one messuage and one yardland of land with the appurtenances. And afterwards the lord granted half of the aforesaid messuage and land with their appurtenances to the aforesaid John and Margaret, to hold to themselves for the term of their lives according to the custom of the manor by the services owed therein etc., and the other half along with the reversion of the aforesaid half when it should accrue to John Prentys the younger and Alice his wife, to hold to themselves and the heirs lawfully begotten of their bodies according to the custom of the manor by the old services etc. And if the same John and Alice should die without heir lawfully begotten of their bodies, then the aforesaid half along with the reversion of the other half when it should accrue should remain wholly to

¹ See note 1 on p. 33, ante.

sibi et heredibus de corpore suo legitime procreatis < secundum consuetudinem manerii >ⁱ per antiqua servicia. Et si dicta Agnes sine herede de corpore suo legitime procreato obierit, tunc predicta medietas una cum reversione alterius medietatis cum acciderit cum omnibus suis pertinenciis predictis Johanni Prentys juniore et Alicie integre revertatur tenenda sibi et suis secundum consuetudinem manerii per antiqua servicia etc. Et ulterius de conditionibus et conventionibus inter partes predictas ut patet in dorso hujus rotuli.

verte

conditiones

Conditio sursum redditionis Johannis Prentys senioris et Margarete uxoris ejus i mesuagii et i virgate terre ut infra est hec, quod predicti Johannes et Margareta uxor ejus et Johannes Prentys junior et Alicia uxor ejus in predicto mesuagio una cum famulis et filiis suis inhabitabunt et omnes terras predicte virgate terre ad omnes seisones < simul >ⁱ culturabunt, seminabunt, herciabunt, sarculabunt, falcabunt, metent, colligent, ligabunt, cariabunt et omnia grana inde provenientia inhoribunt, et herbagium falcabunt et fenum inde proveniens levabunt et cariabunt sumptibus eorum propriis, et quilibet eorum ad ventulamen equalibus portionibus habebit. Et ad omnia redditum, taxata, expensa, carucas, caretas, sustentationes domorum et alia forinseca expensa ut in hospicio, lectis, vestura, calciatura et aliis neccessariis quilibet eorum persolvat equalibus portionibus. Et si lis et discordia inter partes predictas forte contigerint et defectum in predictis Johanne Prentys seniore et Margareta uxore sua per xii probos et legales homines ibidem ad curiam hujus domini inventum fuerit, tunc bene liceat predictis Johanni < predictis Johanni >^d Prentys juniore et Alicie uxori ejus totam medietatem sibi contingentem de predictis mesuagio et terra gaudere et ubicumque sibi placuerit manere et exitum inde proveniente possidere sine aliqua contradictione aut perturbatione predictorum Johannis Prentys senioris et Margarete uxoris sue. Et si defectum in predictis Johanne Prentys juniore et Alicia uxore ejus per predictos probos et legales homines inventum fuerit, tunc bene liceat prefatis Johanni Prentys seniori et Margarete uxori ejus in tota predicta mesuagium et terram cum omnibus suis pertinenciis reintrare et penes se retinere ut in suo pristino statu presente sursumredditione non obstante. Et quilibet ipsorum Johannis et Johannis dabit heriotum ad ejus decessum. Et dant domino de fine pro tali statu habendo vi s. viii s. Et fidelitas respectuatur usque ad proximam.

finis vi s. viii d. | fidelitas respectuatur

91. b. NCO Archives 3917

querela

Johannes Prentys et Margareta uxor ejus in propriis personis suis petunt versus Johannem Prentys juniorem et Aliciam uxorem ejus defendentes i

Agnes, daughter of the aforesaid Margaret, to hold to herself and the heirs lawfully begotten of her body according to the custom of the manor by the old services. And if the said Agnes should die without heir lawfully begotten of her body, then the aforesaid half along with the reversion of the other half when it should accrue with all their appurtenances should revert wholly to the aforesaid John Prentys the younger and Alice, to hold to themselves and theirs according to the custom of the manor by the old services etc. And further concerning conditions and covenants between the aforesaid parties, as appears on the back of this roll.

Turn over

Conditions

The condition of the surrender by John Prentys the elder and Margaret his wife of one messuage and one yardland of land as within is this, that the aforesaid John and Margaret his wife and John Prentys the younger and Alice his wife will dwell in the aforesaid messuage along with their servants and children, and will plough, sow, harrow, weed and mow all the lands of the aforesaid yardland of land at all seasons together, and harvest, collect, bind, carry and store all the corn issuing therefrom, and mow the herbage and raise and carry the hay issuing therefrom at their own cost, and each of them will take at the winnowing in equal portions. And each of them will pay out in equal portions toward all rent, taxes, expenses, ploughs, carts, upkeep of the houses and other outside expenses as in dwelling-place, beds, clothing, shoes and other necessities. And if strife and discord should by chance arise between the aforesaid parties and the fault should be found to be on the part of the aforesaid John Prentys the elder and Margaret his wife by twelve upright and lawful men there at the court of this lordship, then it should be freely permitted to the aforesaid John Prentys the younger and Alice his wife to enjoy the entire half of the aforesaid messuage and land belonging to them, and to dwell wherever it should please them, and to have the profit accruing therefrom without any let or hindrance by the aforesaid John Prentys the elder and Margaret his wife. And if the fault should be found to be on the part of the aforesaid John Prentys the younger and Alice his wife by the aforesaid upright and lawful men, then it should be freely permitted to the aforesaid John Prentys the elder and Margaret his wife to re-enter the entire messuage and land aforesaid with all their appurtenances, and retain them to themselves as in their original estate, the present surrender notwithstanding. And each of the same John and John will give a heriot at his death. And they give the lord 6s. 8d. as a fine to have such an estate. And fealty is respited until the next [court].

Fine 6s. 8d. | fealty respited

91. b. GREAT HORWOOD, 14 May 1423

Complaint

John Prentys and Margaret his wife, in their own persons, seek against John Prentys the younger and Alice his wife, defendants, one messuage and one

mesuagium et i virgatam terre cum pertinenciis infra dominium que tenentur de domino secundum consuetudinem manerii. Et preceptum fuit <preposito>ⁱ ad ultimam curiam quod scire faciat ipsis Johanni Prentys juniori et Alicie uxori ejus quod essent hic ad hanc curiam. Et predictus prepositus dicit quod scire fecit predictis Johanni Prentys juniori et Alicie uxori ejus, super quo iidem Johannes Prentys junior in propria persona sua et Alicia uxor ipsius Johannis per eundem Johannem virum suum attornatum comparuerunt.

Et predicti Johannes Prentys senior et Margareta uxor ejus petunt habere <per ipsos>ⁱ liberum ingressum in uno mesuagio et i virgata terre cum pertinenciis, unde medietatem nuper sursum reddiderunt in manus domini sub certis conditionibus et conventionibus in curia die Veneris in festo Sancte Anne matris Marie anno regni regis Henrici quinti post conquestum tercio hic tenta plenius specificatur. Et quia predicti Johannes Prentys junior et Alicia uxor ejus omnes et singulas <conventiones et conditiones>ⁱ in predicta curia specificatas plene et omnibus fregerunt et in nullo impleverunt et hoc petunt quod inquiratur per xii probos et legales homines hujus domini.

Et predicti Johannes Prentys junior et Alicia uxor ejus dicunt quod impleverunt in parte sua omnes et singulas conventiones in curia predicta specificatas et in nullo fregerunt prout etc. Et hoc similiter ponunt se super xii probos etc.

Et prepositus super librum juratur ad retornandum seneschallo nomina juratorum, videlicet Johannes Clerk, Ricardus Chirchey, Johannes Smyth, Ricardus Gilmot, Johannes Baynard de Nether ende, Willelmus Knygt, Johannes Lary, Johannes Geffes, Johannes Baynard de Overende, Ricardus Bedford, Robertus Bedford et Ricardus Boure, electi, triati et jurati, qui dicunt super sacramentum suum quod predicti Johannes Prentys junior et Alicia uxor ejus fregerunt conventiones in curia predicta contentas et in nullo impleverunt neque conservaverunt. Super quo consideratum est per curiam quod predicti Johannes Prentys senior et Margareta uxor <ejus>ⁱ rehabeant ingressum in predictis mesuagio et una virgata terre cum pertinenciis ut in suo pristino statu, sursumredditione, fine et irrotulamento ad predictam curiam die Veneris in festo Sancte Anne matris Marie anno regni regis Henrici quinti post conquestum tercio non obstante.

inquisitio | veredictum | ingressus

92. NCO Archives 4136

leyrwyk | foresfecit | finis x s.

Item presentant quod Alicia Taylor que de domino tenuit unum cotagium et duas acras terre cum pertinenciis <que fecit>ⁱ quoddam leyrewyk cum Johanne Basyngam et quod dicta Alicia causa dicte leyrewyk foresfecit dictum cotagium et ii acras terre cum pertinenciis. Et postea venit Johannes

yardland of land with the appurtenances within the lordship which are held of the lord according to the custom of the manor. And it was ordered at the last court that the reeve should cause it to be known to the same John Prentys the younger and Alice his wife that they should be here at this court. And the aforesaid reeve says that he caused it to be known to the aforesaid John Prentys the younger and Alice his wife, whereupon the same John Prentys the younger, in his own person, and Alice wife of the same John, by the same John her husband and attorney, appeared.

And the aforesaid John Prentys the elder and Margaret his wife pray to have for themselves free entry in one messuage and one yardland of land with the appurtenances, whereof they lately surrendered half into the lord's hands upon certain conditions and covenants as is specified more fully in the court held here on Friday [26 July 1415] in the feast of St Anne, mother of Mary, in the third year of the reign of King Henry the fifth after the conquest. And the aforesaid John Prentys the younger and Alice his wife fully and in all ways broke all and singular the covenants and conditions specified in the aforesaid court and in no way fulfilled them, and they pray that this be inquired into by twelve upright and lawful men of this lordship.

And the aforesaid John Prentys the younger and Alice his wife say that they fulfilled on their part all and singular the covenants specified in the aforesaid court and in no way broke them as etc. And thereof they likewise put themselves upon twelve upright etc.

And the reeve is sworn upon the book¹ to return to the steward the names of the jurors, namely John Clerk, Richard Chirchey, John Smyth, Richard Gilmot, John Baynard of Nether End, William Knyght, John Lary, John Geffes, John Baynard of Over End, Richard Bedford, Robert Bedford and Richard Boure, being chosen, tried and sworn, who say upon their oath that the aforesaid John Prentys the younger and Alice his wife broke the covenants contained in the aforesaid court and in no way fulfilled or kept them. Whereupon it was decided by the court that the aforesaid John Prentys the elder and Margaret his wife should have entry again in the aforesaid messuage and one yardland of land with the appurtenances as in their original estate, the surrender, fine and enrolment at the aforesaid court on the Friday in the feast of St Anne, mother of Mary, in the third year of the reign of King Henry the fifth after the conquest notwithstanding.

Inquest | verdict | entry

92. TINGEWICK (Buckinghamshire), 16 February 1417

Leyrwite | forfeited | fine 10s.

And they present that Alice Taylor, who held of the lord one cottage and two acres of land with the appurtenances, committed a certain leyrwite with John

¹ I.e. the Bible?

106. PRO SC2/153/67

misericordia

Item presentant quod Elena relicta Walteri Hayward' convicta est de adulterio. Et quia consuetudo est istius manerii quod si vidua deprehensa sit in adulterio quod terra quam tenet capiatur in manum domini tamquam forisfacta.

107. NCO Archives 3912

herietum i ovis matrix | finis xl s.

Item presentant quod Henricus Campioun qui de domino tenuit unum mesuagium et medietatem <unius>^d medietatem unius <dimidie>ⁱ virgate terre diem suum clausit extremum, per cuius mortem dominus habuit de herietto i ovem matricem post agnelationem et ante tonsionem precii xx d. Et tenementa predicta capta sunt in manus domini quousque etc. Et super hoc venit Johannes de Wycchenam et petit se admitti ad tenementa predicta tenenda secundum consuetudinem manerii. Et quia proclamatione facta nullus venit ad presens ad predicta tenementa calumpnianda que vacua diu fore non possunt, concessum est predicto Johanni quod ipse tenere possit tenementa predicta in bondagio per finem xl solidorum, solvendo medietatem in festo Sancti Petri advincula et aliam medietatem in festo Sancti Michaelis archangeli proximo sequente, de cuius finis securitate prepositus oneratur. Et admissus est tenens et fecit fidelitatem. Et Cecilia que fuit uxor predicti Henrici petit terciam partem tenementorum predictorum nomine dotis post mortem predicti Henrici sibi adjudicari et liberari, quod quidem per dominum concessum est eidem. Et preceptum est preposito quod ipsam dotari faceret de tercia parte predicta citra festum beate Marie Magdalene. Et sciendum quod predicta tenementa concessa sunt et liberata tenenda per servicia et consuetudines que ad ea pertinent salvo jure cujuslibet cum inde loqui voluerit.

108. NRO DCN/60/11/1

respectus | inquirendum

Inquisitio dicit quod Isolda que fuit uxor Simonis Wudewale tenuit de villenagio domini duas acras terre et medietatem unius mesuagii. Et super hoc Simon predictus clamat tenere predictam terram ad totam vitam suam per legem Anglie. Sed heriotta dicte terre in respectu usque ad proximam curiam propter quasdam causas etc. Causa hec est, quia dictus Simon est natus domini <prioris>^d <episcopi>ⁱ et dicta Isolda nativa fuit domini <episcopi>^d <prioris>ⁱ et plures habuerunt filios, et quia filii partiti non sunt inter dictos episcopum et priorem heriotta in respectu. Dicta terra patitur eidem Simoni secundum legem Anglie et consuetudinem manerii etc., sed finis

106. BRIGHTWALTON (Berkshire), 5 June 1290

Amercement

And they present that Ellen the widow of Walter Hayward was convicted of adultery. And because the custom of this manor is that if a widow should be detected in adultery, the land which she holds should be taken into the lord's hand as forfeit.

107. GREAT HORWOOD (Buckinghamshire), 10 July 1290

Heriot one ewe | fine 40s.

And they present that Henry Campioun, who held of the lord one messuage and half of one yardland of land, has ended his last day, by whose death the lord had as a heriot one ewe after lambing and before shearing, price 20d. And the aforesaid tenements were taken into the lord's hands until etc. And thereupon John de Wycchenam comes and prays to be admitted to the aforesaid tenements, to hold according to the custom of the manor. And because, after proclamation was made, no one came at present to claim the aforesaid tenements, which cannot be vacant for long, it was granted to the aforesaid John that he may hold the aforesaid tenements in bondage by a fine of 40s., paying half in the feast of St Peter ad Vincula and the other half at the Michaelmas next following, for security of which fine the reeve is charged. And he was admitted as tenant, and he did fealty. And Cicely who was the wife of the aforesaid Henry prays that the third part of the aforesaid tenements be adjudged and delivered to her in the name of dower after the death of the aforesaid Henry, which same was granted to her by the lord. And it was ordered that the reeve should cause her to be endowed of the aforesaid third part by the feast of the Blessed Mary Magdalen. And know that the aforesaid tenements were granted and delivered to hold by the services and customs which pertain to them, saving the right of any who would wish to speak therein.

108. NORTH ELMHAM (Norfolk), 30 January 1309

Respite | to be inquired into

An inquest says that Isolde who was the wife of Simon Wudewale held of the lord's villeinage two acres of land and half of one messuage. And thereupon the aforesaid Simon claims to hold the aforesaid land for his entire life by the curtesy of England. But the heriots of the said land are in respite until the next court, due to certain causes etc. The cause is this, that the said Simon is a neif of the lord bishop and the said Isolde was a neif of the lord prior, and they had several sons, and because the sons have not been divided between the said bishop and prior the heriot is in respite. The said land belongs to the same Simon according to the curtesy of England and the custom of the

termino incipiente ad festum Sancti Michaelis proximum sequens per plegium Ricardi le Rede et bedelli, et faciendo per predictum tempus servicia inde debita.

113. NCO Archives 3913

Matilda uxor Thome Corteis venit et petit dotem suam de uno mesuagio et dimidia virgata terre cum pertinenciis que quondam fuerunt Thome Corteis viri sui et que tenuit de domino in villenagio etc., dicens quod secundum consuetudinem manerii quando vir alicujus mulieris alienat tenementum suum seu illud reddidit in manus domini ad opus alicujus, pro quo tenemento facit domino herietum suum, hujusmodi uxores dotem suam solebant habere secundum consuetudinem manerii viventibus maritis suis. Et hoc petit quod inquiretur. Postea compertum est per totum homagium quod hujusmodi uxores viventibus viris suis dotem habere non debent nec solebant secundum consuetudinem manerii etc. Ideo consideratum est quod predicta Matilda eat ad presens sine die quousque vir suus predictus mortuus fuerit si ipsam contingat ipsum supervivere etc., et tenementa predicta remaneant ubi concessa sunt per terminum quousque etc.

114. PRO DL30/63/791

Alicia que fuit uxor Willelmi le Kyng, que post mortem prefati Willelmi quondam viri sui secundum consuetudinem manerii recepit terram et tenementa de quibus predictus Willelmus quondam vir suus obiit seisis, videlicet de i dimidia virgata terre custumarie, ratione paupertatis opera et consuetudines inde debita facere non potest nec edificia dicta tenementa pertinentia manutene-
re, per quod predicta tenementa capta sunt in manus domini ob defectu ipsius Alicie. Et eadem Alicia premunita fuit essendi hic <ad>ⁱ hanc curiam ad ostendendum si aliqua habeat pro se vel dicere sciat quare predicta tenementa cum suis pertinenciis alicui alteri ad libitum domini comitis deliberari non debeant qui de serviciis et consuetudinibus domino inde provenientibus competenter facere potest, que venit et concedit quod ipsa impotens est ad servicia debita domino inde facienda et petit quod predicta tenementa Johanni Clerico per licenciam domini dimitti possunt tenenda ipsi Johanni et suis ad totam vitam ipsius Alicie faciendo domino annuatim pro se ad totam vitam suam omnia servicia et consuetudines inde debita et ad sustentanda edificia tenementorum predictorum in adeo bono statu et meliori quo ea recepiuntur. Et postea concordatum est per consilium domini comitis, videlicet per dominos

free bench according to the custom of the manor, and offended by her body, made fine to have the aforesaid land in peace for the term of twelve years, the term beginning at the Michaelmas next following, by the pledge of Richard le Rede and the beadle, and performing the services owed therein for the aforesaid time.

113. GREAT HORWOOD (Buckinghamshire), 14 April 1327

Maud the wife of Thomas Corteis comes and seeks her dower of one mesuage and half a yardland of land with the appurtenances which once were Thomas Corteis her husband's, and which he held of the lord in villeinage etc., saying that according to the custom of the manor, when the husband of any wife alienates his tenement or renders it into the lord's hands for the benefit of another, for which tenement he pays a heriot to the lord, such wives were accustomed to have their dower according to the custom of the manor while their husbands are living. And she prays that this be inquired into. Afterwards it was found by the entire homage that such wives ought not, nor were they accustomed, to have dower while their husbands are living, according to the custom of the manor etc. Therefore it was decided that the aforesaid Maud should go without day at present, until her aforesaid husband be dead if it should happen that she should outlive him etc., and the aforesaid tenements should remain where they were granted for the term until etc.

114. GREAT WALTHAM AND HIGH EASTER (Essex), 16 December 1327

Alice who was the wife of William le Kyng, who after the death of the aforesaid William once her husband according to the custom of the manor received the land and tenements of which the aforesaid William once her husband died seised, namely half a yardland of customary land, by reason of poverty cannot perform the works and customs owed therein nor maintain the buildings pertaining to the said tenements, whereby the aforesaid tenements were taken into the lord's hands due to the default of the same Alice. And the same Alice was warned to be here at this court to show whether she has or knows anything to say for herself why the aforesaid tenements with their appurtenances ought not to be delivered at the lord earl's pleasure to anyone else who can competently perform the services and customs accruing therein to the lord, and she comes and concedes that she is incapable of performing the services owed therein to the lord, and she prays that the aforesaid tenements can be demised by the lord's licence to John Clerk, to hold to the same John and his for the entire life of the same Alice, performing for her yearly to the lord for her entire life all the services and customs owed therein and for sustaining the buildings of the aforesaid tenements in as good a state and better than they are received. And afterwards it was agreed by the council of the lord earl,

187. LJRO D30/G4

Rogerus filius Henrici Fabri dat domine ii s. ad habendum visum curie de terra quondam patris sui, et quia non fuit de etate quo vendidit illam terram nec fuit in sesina dicte terre. Et xii jurati presentant quod Rogerus predictus non fuit in seysina quo vendidit illam terram, et quod illa venditio nichil valuit et quod ipse Rogerus vendere non potuit. Et Robertus Faber venit in curiam et dixit quod nichil tenuit de terra sua nec clamat tenere quare eadem terra capta fuit in manus domine.

188. a. NCO Archives 3913

plegii inventi

Alicia Aboveton relicta Ricardi Aboveton que clamavit tenere tenementa predicti Ricardi post obitum suum per i annum et diem juxta consuetudinem manerii pro herietto ipsius Ricardi invenit plegios ad conservandum predictum tenementum in bono statu usque ad finem completi anni et ad facienda consuetudines et servicia etc., videlicet Johannem Gerard et Hugonem le Reve.

i bos precii ix s. viii d. de herietto | preceptum

Ricardus Aboveton qui tenuit de domino i mesuagium et unam virgatam terre cum pertinenciis diem clausit extremum et de herietto ipsius provenit i bos precii ix solidorum viii d. Et preceptum capere et tenere dicta tenementa in manus domini quousque etc.

188. b. Ibid.

finis xx s.

Ad istam curiam dominus de sua gracia concessit Alicie que fuit uxor Ricardi Abovetoun unum mesuagium et unam virgatam terre cum pertinenciis ad opus Ricardi filii predictorum Ricardi et Alicie, que quidem mesuagium et virgata terre predictus Ricardus Abovetoun quondam tenuit de domino in villenagio, habendum et tenendum predictum tenementum de domino sicut predictus Ricardus tenuit et faciendo consuetudines et servicia que dictus Ricardus facere consuevit. Et pro ista concessione et gracia habendis predicta Alicia dat domino de fine xx s. et non plus ad instanciam magistri Willelmi de Horewod procuratoris abbatis de Bello. Et predicta Alicia sustinebit domos et edificia in dicto tenemento existentia in adeo bono statu quo ea recepit vel meliori. Et tam de denariis solvendis quam de consuetudinibus et serviciis faciendis et edificiis sustinendis predicta Alicia plegios invenit, videlicet Johannem Gerard, Hugonem le Reve, Johannem Maykyn et Radulphum Margery. Et liberatum est ei tenementum predictum ad tenendum de domino in villenagio in forma predicta.

187. FAREWELL (Staffordshire), 12 May 1293

Roger the son of Henry Smith gives the lady 2s. to have a view of the court of the land once his father's, and because he was not of age when he sold that land, nor was he in seisin of the said land. And twelve jurors present that the aforesaid Roger was not in seisin when he sold that land, and that that sale was worth nothing, and that the same Roger could not sell. And Robert Smith came into court and said that he held nothing of his land, nor does he claim to hold it, whereby the same land was taken into the lady's hands.

188. a. GREAT HORWOOD (Buckinghamshire), 2 June 1318

Pledges found

Alice Aboveton the widow of Richard Aboveton, who claimed to hold the tenements of the aforesaid Richard for one year and a day after his death according to the custom of the manor by the heriot of the same Richard, provided pledges to keep the aforesaid tenement in good state until the end of an entire year and to perform the customs and services etc., namely John Gerard and Hugh le Reve.

One ox price 9s. 8d. as heriot | order

Richard Aboveton, who held of the lord one messuage and one yardland of land with the appurtenances, has ended his last day, and there accrues as his heriot one ox, price 9s. 8d. And it was ordered to take and hold the said tenements in the lord's hands until etc.

188. b. GREAT HORWOOD, 6 September 1318

Fine 20s.

At this court the lord by his grace granted to Alice who was the wife of Richard Aboveton one messuage and one yardland of land with the appurtenances for the benefit of Richard the son of the aforesaid Richard and Alice, which same messuage and yardland of land the aforesaid Richard Aboveton once held of the lord in villeinage, to have and hold the aforesaid tenement of the lord as the aforesaid Richard held it and performing the customs and services which the said Richard was accustomed to perform. And the aforesaid Alice gives the lord 20s. as a fine to have this grant and grace, and no more at the instance of Master William de Horewod, proctor of the abbot of Battle. And the aforesaid Alice will sustain the houses and buildings existing in the said tenement in as good a state as she received them or better. And both for paying the money and for performing the customs and services and sustaining the buildings the aforesaid Alice provided pledges, namely John Gerard, Hugh le Reve, John Maykyn and Ralph Margery. And the aforesaid tenement was delivered to her, to hold of the lord in villeinage in the aforesaid form.

188. c. Ibid.

terra capta in manus domini

Item presentant quod dominus Radulphus vicarius de Whaddon' habet custodiam filii <qui nondum complevit etatem trium annorum>ⁱ et tenementa que fuerunt Ricardi Abovetoun nativi, qui de domino tenuit unum mesuagium et i virgatam terre cum pertinenciis in bondagio, et custodiam illam habuit ex predicessore domini nunc, et in dicto mesuagio facta est destructio pomarum et fraxinorum set per quem ignorant. Ideo tenementum predictum capiatur in manus domini quousque etc. doceatur de vasto et de jure quod dictus dominus Radulphus clamat in eisdem.

188. d. Ibid.

misericordia viii d. | inquisitio ad proximam

Radulphus vicarius ecclesie de Whaddon' attachiatus fuit ad respondendum domino de eo quod vastum fieri permisit in tenementis que fuerunt Ricardi Abovetoun et que in custodia predicti Radulphi existunt prout decenarii presentaverunt ad ultimum visum, qui venit et dicit quod nichil habet nec clamat habere in dictis tenementis et ad hoc vocat rotulos curie ad warantiam. Et compertum est per inspectionem dictorum rotulorum quod dicta tenementa tradita fuerunt Alicie que fuit uxor dicti Ricardi et non predicto Radulpho. Ideo decenarii pro falsa presentatione in misericordia <viii d.>ⁱ.

Et super hoc quesitum est qualiter dictus Radulphus de dicto vasto se acquietare voluerit. Dicit quod paratus est se acquietare per inquisitionem. Ideo veniat inquisitio ad proximam.

tenementa capta in manum domini

Postea venit predicta Alicia et quesitum est de ea ut de tenente dictorum tenementorum qualiter se acquietare velit de dicto vasto. Et ipsa dicit quod nullum vastum seu destructionem fecit. Et petit quod inquiratur. Ideo veniat inquisitio. Dicit etiam quod nichil tenet in dictis tenementis nisi <in>^d terciam partem eorundem et hoc nomine dotis secundum consuetudinem manerii.

Postea quisitum est a quo dotata fuit in eisdem. Dicit quod per Radulphum Margeri tunc ballivum domini in estate ultimo preterito. Et predictus Radulphus venit et bene cognovit quod ipsam dotavit assensu complicitum suorum sed nullum warantum inde ostendit. Ideo dictus Radulphus et Hugo prepositus, Johannes Gerard, Johannes filius ejus qui dictam mulierem dotaverunt sine waranto ideo ipsi omnes in misericordia <pro omnibus condonatur per dominum>ⁱ. Et quia videtur quod dicta Alicia assensu predictorum Radulphi, Hugonis, Johannis et Johannis usurpavit et elegit sibi dotem ex voluntate propria <et non ex assignatione domini>ⁱ, ideo preceptum est capere dictam dotem in manum domini

188. c. GREAT HORWOOD, 22 May 1321

Land taken into the lord's hands

And they present that Sir Ralph, vicar of Whaddon, has custody of the son, who has not yet reached the age of three years, and the tenements which were Richard Aboveton's, neif, who held of the lord one messuage and one yardland of land with the appurtenances in bondage, and he had that custody from the predecessor of the present lord, and destruction of the apple and ash trees was made in the said messuage, but by whom they do not know. Therefore the aforesaid tenement is taken into the lord's hands until etc. more may be learned concerning the waste and the right which the said Sir Ralph claims in them.

188. d. GREAT HORWOOD, 13 July 1321

Amercement 8d. | inquest at the next [court]

Ralph, vicar of the church of Whaddon, was attached to answer the lord because he allowed waste to be made in the tenements which were Richard Aboveton's, which remain in the custody of the aforesaid Ralph, as the tithingmen presented at the last view, and he comes and says that he has nothing, nor does he claim to have, in the said tenements, and thereto he vouches the rolls of court to warranty. And it was found by inspection of the said rolls that the said tenements were handed over to Alice who was the wife of the said Richard, and not to the aforesaid Ralph. Therefore the tithingmen are in mercy for false presentment (8d.).

And thereupon it was asked how the said Ralph wished to acquit himself of the said waste. He says that he is ready to acquit himself by inquest. Therefore let an inquest come at the next [court].

Tenements taken into the lord's hand

Afterwards the aforesaid Alice came, and it was asked of her as tenant of the said tenements how she wished to acquit herself of the said waste. And she says that she made no waste or destruction. And she prays that it be inquired into. Therefore let an inquest come. She also says that she holds nothing in the said tenements except the third part of them, and this in the name of dower according to the custom of the manor.

Afterwards it was asked by whom she was endowed in them. She says by Ralph Margeri, then the lord's bailiff, in the summer last past. And the aforesaid Ralph came and freely acknowledged that he endowed her by the assent of his fellows, but he shows no warrant therein. Therefore the said Ralph and Hugh the reeve, John Gerard and John his son, who endowed the said woman without warrant, are all in mercy (pardoned for all by the lord). And because it seems that the said Alice, by the assent of the aforesaid Ralph, Hugh, John and John, usurped and chose for herself her dower by her own will and not by the lord's assignment, therefore it was ordered to take the

quousque doceatur an ipsa rationabiliter inde dotetur nec ne. Et quia predicta Alicia disclamat tenere dictas duas partes, ideo capiantur in manum domini quousque etc.

finis xl d. | ii capones annuatim

Postea venit dictus < dominus >ⁱ Radulphus vicarius et dat domino quadraginta denarios ita quod predicta Alicia tenere possit dotem suam, secundum quod dotata est, et quod ipse dominus Radulphus ut propinquiore heredi supradicto disponere possit de duabus partibus predictis absque calumpnia domini, secundum quod ipsi heredi usque ad legitimam etatem ipsius melius viderit expedire, ita quod predictus Radulphus et Alicia inter se fieri faciant domino servicia debita et consueta, et preterea quamdiu dicta tenementa tenuerint faciendo ultra duos capones annuatim ad festum apostolorum Philippi et Jacobi domino solvendo.

188. e. Ibid.

terra tradita Hugoni preposito | finis i quarterium avene

Radulphus vicarius de Whaddon' reddidit sursum in manus domini illas duas partes mesuagii et virgate terre cum pertinenciis que fuerunt Ricardi Aboveton et que idem Radulphus habuisse < debuit >ⁱ de licencia domini usque ad legitimam etatem Ricardi filii Aboveton [*sic*] simul cum parte sua terrarum dominicarum pro fine cum domino prius facto prout patet in rotulis curie.

Que quidem tenementa tradita sunt Hugoni preposito advunculo predicti Ricardi filii Ricardi usque ad legitimam etatem ipsius Ricardi filii Ricardi faciendo domino servicia et consuetudines quantum pertinent ad predicta tenementa. Et sustentabit predictum Ricardum filium Ricardi in victu et vestitu honeste a die Sancti Michaelis proximo futuro in unum annum usque ad legitimam etatem ejusdem Ricardi filii Ricardi. Et omnes fructus nunc in terra existentes concesse sunt predicto Radulpho vicario de Whaddon' pro sustentatione predicti Ricardi filii Ricardi a die Sancti Michaelis proximo futuro in unum annum, per quod tempus obligat se in sustentatione predicta. Et sciendum est quod idem Hugo recepit terram predictam paratam ad warectandam in quo statu eam dimittet in fine termini sui predicti. Et pro ista conventionem sic irrotulanda predictus Radulphus vicarius dat domino i quarterium avene, de caponibus nichil de cetero quos idem Radulphus solvere consuevit nisi de anno presenti. Et sciendum quod idem Radulphus faciat et supportabit omnia onera ad dictam terram spectantia usque festum Sancti Martini proximum sequens.

said dower into the lord's hand until it may be learned whether she be reasonably endowed therein or not. And because the aforesaid Alice disavows holding the said two parts, therefore let them be taken into the lord's hand until etc.

Fine 40d. | two capons yearly

Afterwards the said Sir Ralph, vicar, comes and gives the lord 40d. so that the aforesaid Alice may hold her dower, following which she was endowed, and so that the same Sir Ralph may make disposition of the two parts aforesaid as to the nearer heir abovesaid without claim by the lord, according to what should seem more advantageous to the same heir until his lawful age, so that the aforesaid Ralph and Alice between them should cause to be performed to the lord the services owed and accustomed, and moreover for as long as they should hold the said tenements further rendering two capons, to be paid to the lord yearly at the feast of the Apostles Philip and James.

188. e. GREAT HORWOOD, 17 April 1325

Land handed over to Hugh the reeve | fine one quarter of oats

Ralph, vicar of Whaddon, surrendered into the lord's hands those two parts of the messuage and yardland of land with the appurtenances which were Richard Aboveton's and which the same Ralph ought to have by the lord's licence until the lawful age of Richard the son of Richard Aboveton, along with his part of the demesne lands, for a fine formerly made with the lord, as appears in the rolls of the court.

Which same tenements were handed over to Hugh the reeve, the uncle of the aforesaid Richard the son of Richard, until the lawful age of the same Richard the son of Richard, performing for the lord as many services and customs as pertain to the aforesaid tenements. And he will sustain the aforesaid Richard the son of Richard honestly in food and clothing from one year from Michaelmas next until the lawful age of the same Richard the son of Richard. And all the crops now being in the land were granted to the aforesaid Ralph, vicar of Whaddon, for the sustenance of the aforesaid Richard the son of Richard from¹ one year from Michaelmas next, through which time he binds himself in the aforesaid sustenance. And it is to be known that the same Hugh took the aforesaid land ready to fallow, in which state he will leave it at the end of his aforesaid term. And for this covenant thus enrolled, the aforesaid Ralph the vicar gives the lord one quarter of oats; nothing henceforth of the capons which the same Ralph has been accustomed to pay except for the present year. And know that the same Ralph should perform and support all the burdens pertaining to the said land until the feast of St Martin next following.

¹ *Recte* 'until'?