



Reproduced by permission of the Public Record Office.

Reference: C.P. 25 (1) 98.55.1167: E 210/162, 163: see p. xvii.

KENT RECORDS

CALENDAR OF KENT FEET OF FINES

to the end of Henry III's reign

PREPARED IN COLLABORATION BY

IRENE J. CHURCHILL, O.B.E., D.Phil., F.S.A.

the late RALPH GRIFFIN, F.S.A.

the late F. W. HARDMAN, LL.D., F.S.A.

WITH AN INTRODUCTION BY

FRANK W. JESSUP, M.A., LL.B., F.S.A.

ISSUED TO SUBSCRIBERS TO THE RECORDS BRANCH
KENT ARCHÆOLOGICAL SOCIETY

ABBREVIATIONS

For the parties :

- Q *for* Querentes.
 D *for* Deforciantes.
 pet. *for* petentes.
 ten. *for* tenentes.
 imp. *for* impediētes.

For relationships :

- br., brs. *for* brother, brothers.
 dau., daus. *for* daughter, daughters.
 s., ss. *for* son, sons.
 sis. *for* sister.
 w. *for* wife.
 wid. *for* widow.

and

- mess. *for* message.

CONTENTS

	<i>Page</i>
I. The nature of a fine	xiii
II. The purposes for which fines were used	xxii
III. Forms of action	xli
IV. Forms of the agreement :	xlviii
(1) Quitclaim	xlix
(2) Acknowledgment of right	li
(3) Acknowledgment of right as of the gift of conusor	liii
(4) Other forms of agreement	lv
V. Correlation between form of action, form of agree- ment, and purpose of fine	lvi
VI. Tenures	lviii
VII. Conditional estates	lxv
VIII. Dower, free-bench, and tenancy by the courtesy of England	lxxi
IX. Warranty	lxxix
X. Consideration	lxxxvii
XI. Rent-service, forinsec service, rent-charge and distress	xci
XII. Homage, fealty, and consent to alienation	xcviii
XIII. Restraint upon alienation and waste	c
XIV. The subject-matter of final agreements :	c
(1) Nature of the property	c
(2) Description of the property	cii
(3) Easements, etc.	ciii
(4) Vill and manor	civ
(5) Measurements of land	civ
(6) Common fields	cvi
XV. Geographical distribution of the properties in Kent to which fines relate	cviii
XVI. Conclusion	cxii

Appendix

I. Fines concluding contentious litigation	cxiii
II. References to fines for which feet are not extant	cxxii
III. Formulary : six typical fines	cxxxiii

The method of reference to fines which has been adopted throughout the Introduction is as follows: the number of the fine is given first, and then the number of the page of this volume on which the abstract of the fine appears. Thus, fine 95. 11. 52. is referred to as 52/67, fine 97. 38. 730 as 730/275, and so on.

In the remainder of the volume, the reference numbers are those in use at the Public Record Office, i.e. the Case number is given first, followed by the File number, and then the number of the individual fine.

INTRODUCTION

1. The nature of a fine

A fine, or *finalis concordia* to give it its full title, was an agreement between the parties to an action at law (which might be a friendly suit) to put an end to the action. Such an agreement could be made only with the licence of the court, for once the court was seised of the action it was no longer to be regarded as a mere private matter between the parties. The fine was a device already in use during the reign of Henry II.¹ The treatise that is known by the name of Glanvill, who was Justiciar from 1180 until 1189, records that :

- c.1. It frequently happens that suits moved in the King's court are terminated by friendly compromise and concluding agreement (*finalis concordia*), with the consent and licence of the King or his justices,² whatever be the plea, whether concerning land or any other thing. It is commonly the practice for such an agreement to be reduced into written form, mutually agreed upon by the parties,³ for the document to be read out before the King's justices then sitting on the bench, and for identical copies of the document to be delivered to each party in the presence of the justices ; and it should be made in this form :
- c.2. This is the final concord made in the court of the lord the King at Westminster on the vigil of St. Peter the Apostle in the thirty-third year of the reign of King Henry the Second, before Ranulph de Glanvill, justiciar of the lord King, and before H. R. W. and T. and other faithful men of the lord King who were then present, between the

¹ Perhaps as early as the 1160's ; see J. H. Round, *Feudal England*, p. 509 ; J. H. Round, *The Earliest English Fines*, E.H.R. XII, p. 293 ; and L. F. Salzman, *Early Fines*, E.H.R. XXV, p. 708 ; also H. G. Richardson, *An Early Fine*, 48 L.Q.R., p. 414.

² Licence to agree would usually be sought as soon as the parties were before the court, but a suit might progress as far as the waging of a duel before the parties expressed a desire to make agreement ; see, e.g., 242/118.

³ *per communem assensum partium*. Prof. G. E. Woodbine, in his edition of Glanvill, points out that this implies that the parties must be free-men ; p. 236.

Prior and Brothers of the Hospital of Jerusalem, and W. T., son of Norman, and Alan, his son, whom he made his attorney in the King's court to gain or to lose, concerning all that land and its appurtenances, except one bovate of land and three tofts, which W. held : concerning which land (save the aforesaid bovate and three tofts) a plea was commenced between them in the court of the lord King ; to wit, that the aforesaid W. and Alan grant and ratify the gift which Norman, father of W., made thereof to them [i.e. to the Hospital] and he released all that land from himself and his heirs to the house of the Hospital and to the aforesaid Prior and Brothers for ever : except the aforesaid one bovate of land and the three tofts which remain to W. and Alan and their heirs, to hold from the house of the Hospital and the aforesaid Prior and Brothers for ever by the free service of four pence a year for all service : and for this grant, ratification and release, the Prior and Brothers of the Hospital have given to William and Alan a hundred shillings sterling.

- c.3. . . . And note that a final concord is so called because it puts an end (*finis*) to the law-suit, so that neither of the litigants can, in future, withdraw from it. For if either of them does not keep it, or do what is proper, and the other party complains thereof, the sheriff will be ordered to put him to good pledges that he come before the King's justices to answer why he has not kept the fine.¹

Glanvill gives also a copy of a fine made in the court of Geoffrey fitzPeter and recorded in the *curia regis* before the Bishops of Ely and Norwich and Glanvill himself. The termination of a suit by agreement between the parties is so obvious a method to bring litigation to an end that it would be surprising if it were not known in other courts besides the *curia regis*. The extent of its use in seignorial courts must remain an open question, for early records of such courts are scanty.² Moreover if, as Glanvill seems

¹ *Tractatus de legibus Angliae*, Lib. viii.

² F. M. Stenton. *The First Century of English Feudalism*, p. 51, gives a fine made between 1162 and 1166 in the court of William earl Ferrars. Dugdale mentions a fine made in the court of Roger de Lacy, Constable of Chester, at Pontefract, in 3 John : *Origines Juridiciales*, p. 93. Maitland refers to other examples of fines made in seignorial courts : Pollock and Maitland, *H.E.L.*, ii, p. 97n.

to imply, a fine could be made in the King's court without writing (although the procedure would be unusual)¹ it seems reasonable to think that in manorial courts, where no doubt clerical skill was sometimes wanting, fines might more often have rested upon an oral agreement recited in the court and committed, for preservation, to the memory of the suitors of the court. Occasionally references are found in cases heard in the King's court to fines levied in seignorial courts. There are four such cases in *Bracton's Note-Book*, none of them concerning Kent, but a Kent case appears on the roll for Easter Term, 2 John. Anselm has brought an assize of *novel disseisin* against his brother Alexander de Clendon for land at Herst (or Derherst), and is met with the answer that his brother deraigned the land against him in the court of the Bishop of Rochester. Robert Miller and ten others come and say that by agreement made between the brothers in the Bishop's court, with the licence of the Bishop, Alexander recovered seisin of the land as his reasonable portion. The proceedings in the Bishop's court are proved, not by the production of a written record, but by the testimony of eleven suitors to the court.

Fines were accustomed to be made also in the county court (in *Bracton's Note-Book*, no. 180, there is a case on a fine made in the county court of Bedford, and Dugdale gives an example of a fine made in the county court of Nottingham, in 1 John.)² Fines could also be levied in some borough courts, as appears from a number of borough custumals.³ A combination of burghal with seignorial jurisdiction is exemplified in a fine levied, in 3 Henry III, "in the chief court of the lord abbot of St. Augustine, Canterbury, and in the burghmote of the city of Canterbury" (see Appendix II, p. cxxxii).

Not only, in the twelfth century, were fines levied in the full *curia regis* itself, but also before the justices itinerant, and in the Exchequer. Madox gives a good many examples of "common pleas" business taken in the Exchequer,⁴ but notes only one fine, although Dugdale says there are other examples. As the one example given by Madox concerns land in Kent, and is the second

¹ Glanvill's words are, *Solet autem plerumque concordia talis in communem scripturam redigi*.

² *op. cit.*, p. 93.

³ For references to fines levied in the courts of the Cinque Ports, see below, p. cix.

⁴ Madox, *History of the Exchequer*, pp. 141-5. There was, of course, at this period much overlapping of personnel between the *curia regis*, the justices itinerant, and the Exchequer.

earliest known Kent fine, it seems proper to give a translation of it in full here¹ :

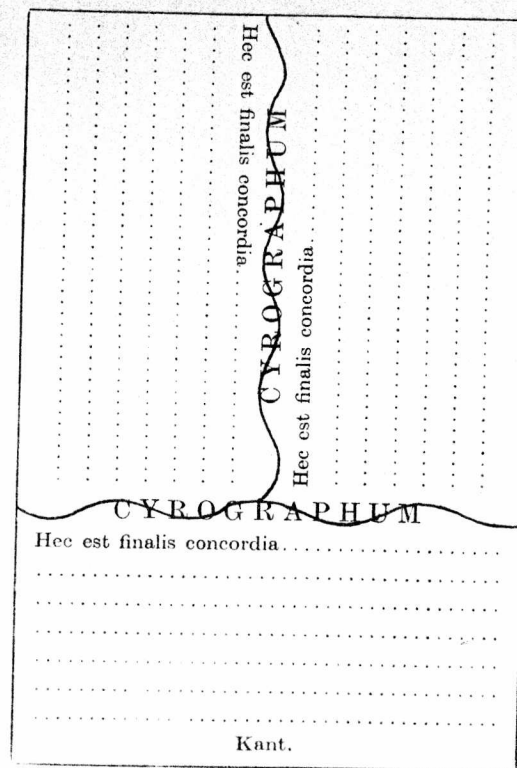
This is the final concord made in the court of the lord King at Westminster, in the Exchequer, in Michaelmas term in the twenty-ninth year of the reign of King Henry the Second, the Sunday next before All Saints' Day, before R. Wynton and G. Elyens and J. Norwyc, bishops, and Godfrey de Lucy, and Richard the Treasurer and Roger Fitz-Reinfrid and William Basset and Ranulf de Geddyng and Robert de Wytefeld and Michael Belet and other barons of the lord King then present, between the Prior and monks of Rochester, and Juliana, daughter of Fulk de Newnham and Robert de Champeynes, son of Juliana, concerning the advowson of the church of Norton [Northtone], whereof a recognition² was had between them in the court of the lord King ; to wit, that the aforesaid Juliana and Robert her son have given and granted to the aforesaid Prior and monks the advowson of the aforesaid church of Norton, and they have conceded the advowson which Fulk, father of Juliana, made to them of the said church.

There is no hint in Glanvill that suits concluded by fine might be not genuinely litigious, but collusive. Yet from an early date the most frequent use of a fine was to terminate a friendly action, the purpose of the transaction being to use the procedure of the court for effecting an assurance of land. The fine, as a means of conveying interests in land and barring entails, had a long history, for it remained in existence until it was abolished by the Fines and Recoveries Act, 1833.

Perhaps it was the quickly perceived usefulness and popularity of the fine that led to an administrative improvement introduced by the *Curia Regis* in 1195. A fine dated the 15th July, 1195, bears an endorsement that it was the first to be made in accordance with the new practice evolved by Hubert Walter, the justiciar, and the other barons of the King ; for the future, instead of two copies of the fine being made (as prescribed by Glanvill) it was to be copied out three times on the same membrane, and the three copies were to be separated by an indented cut, usually through the word *Cyrogaphum*, in this wise :

¹ A copy of this fine was included by Thorpe in *Registrum Roffense*, p. 508. He took it from the *Regist. Temporal. Eccles. et Episcop. Roffen*, fo. 47b.

² For the significance of *recognitio*, see Pollock and Maitland, *H.E.L.*, ii, p. 622.



Each party took one part of the fine when the membrane had been cut, and the "foot" remained in the Treasury. To prove the document, it was only necessary to bring the parts and the foot together and compare them. Such a system would seem to be proof against fraud, yet a number of audacious rather than skilful attempts to fabricate spurious fines are on record.¹ It so happens that the two parts and the foot of one fine, a Kent fine made in the 56th year of Henry III's reign, have come together in the custody of the Public Record Office. With the permission of the Deputy Keeper of the Records an illustration of this fine is given as the frontispiece to this volume.²

From about 1178 onwards, the *curia regis* seems usually to

¹ See H. G. Richardson, *The Forgery of Fines*, E.H.R. XXXV, pp. 405-18.

² The reference number of this fine is 98.55.1167 ; it is summarized on p. 394.

have functioned as two tribunals—the court *coram rege* on the one hand, and the justices of the bench, on the other—except during the prolonged absence of Richard I overseas, during the minority of Henry III, and during the period from about 1209 until 1215 when John was apparently trying to concentrate all justice in his own hands. This was the abuse that Magna Carta sought to remedy by ordaining that common pleas (which included actions concerning land) should not follow the King's court but should be held in a definite place,¹ which, in later practice, became identified with Westminster.

All the Kent fines belonging to the reign of Richard I were made before the justices at Westminster, except for the last year of the reign when a considerable number were made at Bermondsey. This shows how the King's long absence overseas gave an unusual stability of location to his court at home. During John's reign the majority of Kent fines were again made before the justices at Westminster, or at Bermondsey, the Tower of London, or St. Bride's, but suitors had sometimes to go farther afield, to Porchester, Winchester, Woodstock, Northampton, Wilton, York, or even Newcastle-upon-Tyne. A recital of this list of towns wherein the King's court paused from time to time to transact its affairs shows the inconvenience that litigants had to suffer in following a peripatetic court, and goes far towards explaining why, as noted below, few fines were levied during the last seven or eight years of John's reign, when he was endeavouring to gather all royal justice into his own hands.

The fines for Henry III's reign were almost all made either at Westminster (or in 3 Henry III at Bermondsey) or within the county itself, usually at Canterbury, less often at Rochester, and on two occasions at Tonbridge. At such towns fines were made and recorded before itinerant justices, with a commission from the King either to hold all pleas in the county, or to hold pleas of a particular kind, e.g. *novel disseisin* or *mort d'ancestor*. Not all of those commissioned to hold such pleas would necessarily be justices regularly sitting on the bench at Westminster; they included knights of the shire and prominent ecclesiastics.²

It will be noticed that the number of fines levied each year fluctuated widely, partly because of the large numbers made in those years when the itinerant justices came into the county. For

¹ c. 17; and see V. H. Galbraith, *Studies in the Public Records*, pp. 137-8.

² Considerations of space, time, and cost have prevented the inclusion, in this calendar, of the names of the justices before whom fines were levied. They could usefully form the subject of a paper in *Arch. Cant.*

the last four years of the reign of Richard I and for the first three years of John the numbers are between six and thirteen each year, but in 4 John there is a sudden increase to 42, followed by a drop, in the next three years, to an average of eight a year. For 8 John there are 25 (of which nine were levied at Canterbury) but for the remainder of the reign the number never exceeds six a year, and sometimes falls to one or two.

During the first twenty-five years of Henry III's reign the numbers generally remain quite small, about half-a-dozen annually except for 3 Henry III, when 60 fines were levied, 41 of them at Bermondsey, and except for those years when the justices were in the county, viz. :

11 Henry III 79 fines levied, 75 of them at Canterbury.

16 Henry III 45 fines levied, 27 of them at Rochester and 8 at Canterbury.

20 Henry III 82 fines levied, 78 of them at Canterbury.

25 Henry III 63 fines levied, 61 of them at Canterbury.

For the next twenty years, the average for the ordinary years rises fairly steadily from about 12 to about 24, with much larger numbers during the eyre years :

32 Henry III 91 fines levied, 88 of them at Canterbury.

39 Henry III 84 fines levied, 59 of them at Canterbury and 1 at Rochester.

47 Henry III 77 fines levied, 69 of them at Canterbury, 5 at Rochester, and 1 at Tonbridge.

During the remainder of the reign the number of fines in ordinary years varies from a minimum of one to a maximum of 18, with an average of less than nine a year. On the other hand, the number of fines made before the itinerant judges is the highest for any year of the reign :

55 Henry III 103 fines levied, 82 of them at Canterbury, 14 at Rochester, and 3 at Tonbridge.

These figures (and the trends they indicate are closely borne out by the Lincoln fines for the same period¹) suggest that during the

¹ See *Final Concords of the County of Lincoln*, Vol. II, 1244-72, ed. C. W. Foster. The peak years for Lincoln during this period are 29 Henry III (104), 34 Henry III (132), 41 Henry III (105), 47 Henry III (152) and 56 Henry III (142), with an annual average during the ordinary years of about 15 until 47 Henry III, and thereafter a fall to only six a year.

years up to about 1235 Kent litigants (or feoffors) were becoming more and more accustomed to effect their transactions by way of levying fines, and that from then until 1262 it was a procedure very generally resorted to. However, it declined in popularity during the last ten years of Henry III's reign, except as a form of conveyance by a married woman. This may have been due in part to the unsettled condition of the kingdom during those years, although the two preceding decades could scarcely be regarded as periods of quiet and stable government. It seems more likely that this decline in popularity was due to the fact that a further exercise of the legal ingenuity which devised the fine could evolve means of defeating it. The fact that at the end of the thirteenth century statutes¹ were made prescribing the manner in which fines should be levied and who should be bound by them, and the limitations imposed upon the defences available in an action based on a fine, suggest that during the latter part of the century some uncertainty had grown up about the proper procedure for levying a fine, and about its effect, particularly on the claims of third parties.² Indeed the Statute *de finibus levatis*, 1290, recites some of the difficulties which the King's lawful subjects were encountering: "Forasmuch as fines levied in our Court ought, and do, make an end of all matters . . . and now, by a certain time passed, as well in the time of King Henry of famous memory our grandfather, as in our time, the parties to such fines and their heirs, contrary to the Laws of our Realm, of ancient time used, were admitted to adnull and defeat such fines, alleging that before the fine levied, and at the levying thereof, and since, the Demandants or Plaintiffs or their ancestors were alway seised of the lands contained in the fine, or of some parcel thereof; and so fines lawfully levied were many times unjustly defeated and adnull by jurors of the country falsely and maliciously procured," etc.

By these two statutes many of the doubts and uncertainties which could be raised by a thirteenth century lawyer concerning the procedure for levying a fine, and its effect, were swept away,

¹ The date and nature of one of these so-called statutes, the Statute *de Modo Levandi fines*, are uncertain. It is given in the *Statutes at Large* under the year 1290 as 18 Edward I, st. 4. In the *Statutes of the Realm* (Record Commission) it is included under statutes of uncertain date (i, p. 214). The other statute, the Statute of Fines, was made in 1299 (27 Edward I, cap. 1. *Statutes of the Realm*, i, p. 128). See Pollock and Maitland, *History of English Law*, ii, p. 98, n. 6.

² See below, p. xxxv.

with, in consequence, a much more frequent levying of fines in the fourteenth century. For example, during the reign of Edward II,¹ the average number of Kent fines levied each year was about 50, compared with fewer than 10 during the ordinary years of the latter part of Henry III's reign. It is worth noticing that 7 Edward II, when 64 fines were levied at Rochester and 46 at Canterbury, compared with only eight at Westminster, was the last year when fines were levied in the county before itinerant justices.² Thereafter they were levied at Westminster, or, very occasionally, at York, when the Court of Common Bench was sitting there. The discontinuance of the practice of levying fines before itinerant justices may be connected with the co-called Statute of Carlisle,³ which, amongst other things, provided that if one of the parties was unable, because of age, illness, or debility to come personally before the justices, two of the justices, or one justice with another man of good fame, should go to the party and take his acknowledgment of the plea. In time the allegation of the party's inability, through illness or debility, to appear before the justices without danger to his life became pure fiction, and writs of *dedimus potestatem* to a serjeant-at-law to take an acknowledgment were granted as a matter of course. This development, however, belongs to the later history of the fine.

A comparison with feet of fines for other counties suggests that, during the late twelfth, and the thirteenth century, people in Kent were neither precocious, nor backward, in adopting the use of the fine. Norfolk stands out in marked contrast: for the years 1198 to 1202 there are some 460 Norfolk fines, contrasted with about 100 for Kent during the same period. The difference can probably be accounted for by the larger population and greater wealth of Norfolk, and by the larger proportion, in East Anglia, of freemen, who alone were competent to levy a fine.

¹ A calendar of feet of fines for the years 1307 to 1333 appears in vols. XI, XII, XIII, XIV, XV, XVIII and XX of *Arch. Cant.*

² Apparently no Wiltshire fines were levied elsewhere than at Westminster after 1289; see *Feet of Fines, Wilts.*, ed. R. B. Pugh. (Wiltshire Archaeological and Natural History Society, Records Branch, i, 1939.)

³ The date of this ordinance is uncertain. It is printed in the *Statutes at Large* as *The Statute of Carlisle, made 15 Ed. 2. An. Dom. 1322*. In the *Statutes of the Realm* (Record Commission) it is included amongst the statutes of uncertain date (i, p. 215). G. J. Turner took the date of the ordinance to be 1307 (*A Calendar of the Feet of Fines, relating to the county of Huntingdon*, Cambridge Antiquarian Society, 1913, p. cxxx).

II The purposes for which fines were used

Broadly, fines were used either to put an end to genuine litigation,¹ or to assure land, a rent, or some other right regarded as having the characteristic of realty. Of the particular purposes for which they were employed Madox rightly says: "The Design and Purport of Final Concords seem to have been anciently as various as the matters litigated between men, or the Rights to be accorded to them."²

More often than not the information which can be derived from the fine itself is not sufficient for us to be able to say with certainty for which of these two purposes the fine was levied. Occasionally the nature of the claim suggests strongly, almost conclusively, that the litigation is genuine, the dispute real; sometimes the nature of the concord and the relationship of the parties suggests equally strongly that the action is a friendly one, to convey an interest in land; in, unfortunately only a few, cases extraneous evidence is available from, for example, the *Curia Regis Rolls*, the *Abbreviatio Placitorum*, or *Bracton's Note-Book*, to show that a litigated dispute was the basis of a fine. Cases of the latter kind which I have been able to discover are given in Appendix I. Some of the more interesting of them are referred to at greater length below.

Miss Dodwell believes that, of the Norfolk fines for 1198-1202, probably the great majority resulted from real litigation.³ Although no satisfactory proof is possible, I do not think that this is true of the Kent fines. The frequency with which, in the earlier, and presumably less sophisticated, years, the part of the releasor or conusor is played by the plaintiff (much more often, until about 1230, than by the deforciant), and the regularity with which certain formulae are employed and the consistency of the roles sustained by each party in relation to the various formulae, indicate not a dispute where the outcome was uncertain but the use of a procedure to achieve known ends, according to recognized and accepted conventions. The frequent incompleteness of

¹ On some occasions the parties may have been driven reluctantly to levy a fine because of the difficulty of getting together a jury to make a recognition. Entries on the *Curia Regis Rolls* for Trinity and Michaelmas Terms 8 John, show that at least three abortive attempts were made to collect a jury of 12 knights to determine the action of Grand Assize brought by Cecilia de Gretenesse against Stephen de Cusinton. Presumably fine 113/43 was ultimately made because the parties despaired of ever getting their suit concluded in any other way.

² *Formulare Anglicanum*, p. xvii.

³ *Feet of Fines for the County of Norfolk, 1198-9 and 1199-1202*; ed. B. Dodwell (Pipe Roll Society. N.S. XXVII, 1950), p. 23.

statistics concerning medieval institutions and procedures makes their use of uncertain value, but although it cannot be proved statistically that, even during the early part of the period, the majority of Kent fines were based on collusive actions, the following figures point in this direction:

Period	No. of fines levied	Known litigated actions ¹	D quit- claims to Q	Q quit- claims to D	Fines in the form	
					D-Q-D ²	Q-D-Q ³
Ric. I	48	1	18	23	2	—
John	147	15	15	42	43	10
1-10 Hen. III	123	11	5	34	21	9
	318	27	38	99	66	19

During the later years of Henry III's reign there can be no doubt that, whilst litigious actions were sometimes settled by a final concord, the majority of fines were merely examples of a well-established conveyancing procedure. In this context, the proportion of fines which were levied in actions commenced by writs of Warranty of Charter or Covenant is significant; for the last 35 years of Henry III's reign the proportion is as high as three-quarters of the total number of fines levied.

As was suggested above, in some fines the nature of the claim seems to indicate that there was a litigious dispute. Of these, the largest number—about 40, the earliest of them dating from the year 1228—concern claims for arrears of rent, or for the performance of services by a tenant. The usual concord in these cases is that the deforciant undertakes for the future to pay the rent, or perform the services due, and the plaintiff quitclaims, in whole or in part, the arrears. Sometimes—perhaps because of the legal disability of one of the parties—the rent has been in arrear for several years, even as many as ten or twelve, and in one case 28, before the plaintiff brings his action. There is, however, the possibility that some of these actions may have been collusive, not litigious, and designed to create a record of the terms on which the tenant held his land of the plaintiff, or to commute services into a money payment (e.g., perhaps, 936/335, whereby Bartholomew de Ottringebir' releases to his tenant, Fulk de Scerstede, a sixth part of a knight's fee, 25d. to castleguard at Rochester, and suit of

¹ "Known litigated actions" include those fines where extraneous evidence, e.g. entries on the *C.R.R.*, make it certain, or probable, that there was a dispute between the parties.

² i.e., D acknowledged the right of Q for which Q granted to D.

³ i.e., usually, Q quitclaimed to (or acknowledged the right of) D, for which D granted to Q.

court from three weeks to three weeks, in return for an undertaking to do the service of a twentieth part of a knight's fee and the grant of an annual rent of 6s. 8d.)

About a dozen fines are founded on complaints that the plaintiff has been constrained to perform services to a superior lord which ought to be performed by the defendant, who is intermediate (*mesne*) between the plaintiff and the superior lord. It is hard to think that these fines can represent anything else than the compromise of real disputes, and the same is true of those actions in which the heir complains that the dowager and her husband, or the tenant by the courtesy, commit waste (429/166 and 1101/391).

As today, disputes were no doubt much more often about questions of fact than about questions of law. Just possibly at the time when Godfrey Wallensis brought his suit against Ralph de Ardern (11 John : 55/56) there may still have been some doubts about the rights of a widower who had not had issue by his deceased wife, though it seems hardly likely, for the law relating to tenancy by the courtesy of England was already established. An interesting dispute is that between the Abbot of Bec and the Prior of St. Martin, Dover (623/229) ; the two houses, by royal grant, had been given conflicting liberties, the Priory to be allowed to exact *consuetudinem passagii*, the Abbey to be exempt from the payment of customs and tolls. Bracton gives the rule which should determine a dispute such as this : the party who first actually exercises the liberty granted will be preferred.¹ In this case, the Prior undertakes that, for the future, the Abbot and his successors, the monks of the Abbey, and all the men of their household shall have free and quiet passage.

Another fine concluding litigation which raised questions of law is 250/120. The case is recorded in *Bracton's Note-Book*, so we are able to discover what the dispute was really about. The Priory of St. John of Jerusalem held four messuages in Edenbridge, and by gavelkind partition each of the messuages had become divided into three or four separate tenements. Formerly each messuage paid 5d. towards a scot-ale if there was one, otherwise nothing, and 7d. for buying and selling and stallage. Now, alleges the Prior, Thomas de Kanvill exacts 5d. whether there is a scot-ale or not, 7d. from each tenement into which the four messuages have been sub-divided, 2d. for street-gavel (which Maitland suggested might be a rate for street repairs, but seems

¹ ff. 56b and 57.

more likely to have been a payment for the liberty of trading in the street), and ½d. for selling bread. There was also a dispute about fishing rights. Evidently the parties were willing to compromise their rights, for the final agreement represents less than the services which Thomas de Kanvill claims, but more than the Prior says were customarily rendered.

Five particularly interesting fines made between 1222 and 1241, and apparently originating in disputed rights, concern the jurisdiction of the court of the Hundred of Shamel, which was owned by the Knights Templars. The first (73/75), which records that for the future the tenants of the Prior of Rochester at Frindsbury and Denton are to do the same service to the Hundred Court of Shamel as the tenants of the Archbishop of Canterbury do to the King's hundreds in which they dwell, is complicated because it deals also with a dispute as to their respective rights over an inlet (*flota*) at Strood, and with the conveyance of half-an-acre of meadow at Dartford. By the second fine of the series (95/81) the Bishop of Rochester undertakes that his men of Halling and Cuxton shall do the same service to the Hundred Court. By the third action (275/144), the Knights Templars sought to exact service at their Hundred Court from the men of Jollan de Nevill, who, according to an inquisition made in 1246, held twenty librates of land at Shorne of the King *in capite* by the service of one knight's fee.¹ Jollan de Nevill undertook that his men (except his *clavigerum* and four ploughmen) should do suit at two lawdays in the year, failure to do suit being visited by a fine upon the individual defaulter and not upon the others in his borough or tithing, and that the reeve and four men of the manor of Shorne should attend the court on any other occasion when a robber was to be judged, a plea of the crown was pending, or an inquisition was to be taken by the King's writ. Jollan de Nevill's own criminal jurisdiction was recognized by the Knights Templars as extending to the case of a robber taken with the stolen goods about him—"hand-having and back-bearing"—but it was agreed that if it could be shown that the criminal was a man of the Knights Templars he should be handed over for judgment in their court. If, however, a man was arrested in the manor of Shorne for some other crime, which lay outside the jurisdiction of Jollan de Nevill's court, the Hundred Court was to sit at a specified cross-roads, no doubt at or near Shorne, to do justice upon the

¹ *Inquisitiones Post Mortem* Esc. No. 39, 30 Henry III. See *Arch. Cant.*, II, p. 295

criminal, whose forfeited chattels were nevertheless to go to Jollan de Nevill. Finally the Knights Templars granted him the assize of bread and ale, and of pillory and tumbrel in his manor, without the oversight of their bailiffs.¹

The fourth fine (362/149) was made two years later, the defendant in this case being John, son of Hugh de Nevill, lord of the manor of West Chalk, whose tenants were by this fine released from suit at the Hundred Court in return for an annual payment of 5s. Then, two years later, the manor of West Chalk having been purchased meanwhile by John de Cobham (a justice itinerant from 1244 to 1246 and a justice of the Common Pleas from 1244 until 1251),² the Knights Templars by fine 426/165, granted to John de Cobham the Hundred of Shamel (reserving to themselves certain rights in their manor of Strood) with infangtheof, outfingtheof, and gallows, in return for a total annual payment of 20s. It was still so held at the time of the Hundred Inquisition made in 2 Edward I.

These five fines bring out clearly the way in which rights of jurisdiction in the Hundred Court, in theory originally dependent upon a royal grant, had come to be regarded as private property, and transferable like other forms of private property. It is difficult to say to what extent they represent compromises of genuine disputes concerning the hundredal jurisdiction, or merely the recording of agreements in a convenient form; that may well be the object of the last fine in the series, but certainly some, at least, are of litigious origin.

Two other examples of the impossibility of determining, merely from the information on the face of the fine, whether the action which it terminated was litigious or collusive, may be cited. By a fine made on the 7th November, 1204 (83/36) John Capel acknowledged the advowson of Preston to be the right of St. Augustine's Abbey, and quitclaimed it to the Abbey. On the face of it this seems to be a normal collusive action to transfer an advowson, but the entry in *Thorne's Chronicle*, and still more the entries on the *Curia Regis* Rolls, show that there was a long-

¹ The particular instance which gave rise to the dispute leading to this action is recorded in *Bracton's Note-Book*, ii, p. 629. It is a long and involved story, concerning the arrest and imprisonment by Jollan de Nevill of one Jordan Textor for theft, and his subsequent removal and hanging by John de Watton, *custos* of the Hundred, to the damage of Jollan to the value of 80 marks.

² See Foss's *Judges of England*, and J. G. Waller, *The Lords of Cobham*, *Arch. Cant.*, XI, p. 53.

standing dispute over the advowson which led to litigation.¹ The other example is the fine whereby Burga, widow of Peter de Benning, releases to the Prior of the Holy Trinity, Canterbury, her claim to one-third of the manor of Westwell, as her reasonable dower, in return for a corrody (443/175). This, *prima facie*, appears to be a straightforward, almost a routine, compromise by way of fine of a claim to dower. In fact it marked the end of a lawsuit which became something of a leading case for the later writers of the books on gavelkind.² We know that in a number of other cases as well the regular formula conceals genuine litigation, but the general impression is left that, as the raw material of fines, litigated disputes were very much the exception and not the rule.

To understand the non-litigious use of a fine, as a means of assuring some real right, it is necessary to keep in mind the general state of the common law with regard to land and the conveyance of real property during the period that begins with Glanvill and ends with Bracton.

According to feudal theory, except for the property of the King himself, all land was held of a superior lord, and immediately or ultimately it was held of the King. The tenants *in capite* were those who held directly of the King. They, in turn, had tenants holding of them, and each such tenant might have tenants holding under him, and so on, without limit. Moreover, a man who was a tenant *in capite* of certain lands might hold other property as a sub-tenant. Every man, therefore, except the King, might in one relationship be lord, but in another was tenant.

A grant of land might be made by subinfeudation or by substitution, that is the grantor might give the land to be held by the grantee of the grantor, thus adding another link to the tenurial chain, or he might transfer his whole right to the grantee, so that henceforward the grantee would stand in the place of the grantor. To the superior lord both methods were open to objection: substitution might present him with a personally unacceptable tenant, a consideration that became progressively less serious as the lord-and-man element in the relationship of landlord-and-tenant grew weaker; subinfeudation widened the gap between the superior lord and the land itself, and, in the words

¹ *Thorne Chronicle of St. Augustine's Abbey, Canterbury*; trans. A. H. Davis, p. 168. *C.R.R.*, 2-4 John, *passim*. See p. cxv below.

² e.g., Somner, *Gavelkind*, 2nd edn. (1726), p. 178, Robinson, *The Common Law of Kent*, ed. J. D. Norwood (1858), p. 35; and see *Arch. Cant.*, VI, pp. 318-20, and Furley, *History of the Weald of Kent*, ii, p. 179.

of the preamble to the Statute of *Quia Emptores*, 1290,¹ the chief lords in consequence "have many times lost their escheats, marriages, and wardships of lands and tenements belonging to their fees; which things seemed very hard and extreme unto those lords, and other great men, and moreover in this case manifest disheritance". The Statute accordingly ordained that for the future on any sale of land the feoffee should hold of the chief lord of the fee, by the service and customs by which the feoffor formerly held; if the feoffor retained part of the land, the services should be apportioned.

During the thirteenth century, until the Statute of *Quia Emptores* was made, subinfeudation seems to have been much more frequent than substitution. Of these Kent fines, more than 1,400 in number, only about 60 expressly substitute the grantee, or conusee, for the grantor, or conusor.² In many cases, however, it is not apparent whether substitution or subinfeudation is involved. Amongst the earlier fines especially, a large proportion are in the form of a quitclaim,³ and if, in these cases, the releasor was tenant in fee simple and was releasing his whole right in the land, the transaction must have been by substitution. Occasionally a fine in the form of a quitclaim will in fact state that the releasee is to hold of the chief lord. Fines in the form of a grant or cognizance more often, although, during the earlier part of the period, by no means invariably, say whether the grantee or conusee is to hold of the grantor or conusor, or of the chief lord. That the grantor or conusor reserves a rent is not in itself proof that the assurance is by way of subinfeudation, for the reservation of an annual payment was quite consistent with the alienation of all seignorial right.⁴

Whilst individual instances may remain doubtful, a fairly clear pattern seems to emerge towards the end of Henry III's reign. An assurance made by fine will usually take the form of subinfeudation unless there is something exceptional about the circumstances, as for example the partition between coheirs of a large property.

In Glanvill's day, and perhaps until a good deal later, the normal method of conveying a freehold estate was feoffment with

¹ Statute of Westminster III, 18 Edward I. *Statutes of the Realm* (Record Commission), i, p. 106.

² The *conusor* or *cognizor* was the party to a fine who recognized, or acknowledged, the right of the other, who was called the *conusee*, or *cognizee*.

³ Fines by way of quitclaim are dealt with at p. xlix. An example of such a fine is given in Appendix III, p. cxxxiii.

⁴ For a further note about such rent-charges, see below, p. xevi.

livery of seisin. There was not a set verbal formula of enfeoffment, but it was essential that the grantor should use words which showed a clear intention on his part to transfer the land to the grantee. Further, it was essential that the grantor should deliver seisin, that is patently put the grantee into possession, and then himself withdraw from the land. The grant might or might not be accompanied by writing. If writing was used, it did not operate to effect the conveyance, but was merely evidence of the grant: the typical charter formula is not "I give and grant . . ." but "Know that I have given and granted, and by this charter confirm . . ." Conveyance without any written instrument remained for centuries an accepted method of assuring land. It seems to occasion no surprise to Littleton, and even Coke writes: "And albeit it is said that such a feoffment of a moitie or a third part, etc., is not good without writing, for that (as they say) a man cannot create an uncertain estate in land by *Parol*, yet is the Law cleere that such a feoffment is good by *Parol* without writing, and such an incertaine estate shall pass by Livery, and so it appeareth in our bookes."¹ Since even a complicated transaction of the kind which Coke is dealing with here could be effected without a deed, *a fortiori*, presumably, could simple grants be made orally, with livery of seisin. It seems reasonable to assume that conveyance without a deed, still a recognized method of assurance centuries after the period covered by these Kent fines, was in very general use in the twelfth and thirteenth centuries, though, in the nature of the case, the lack of any permanent, written record makes it impossible to hazard any guess about the proportion of conveyances which were made orally compared with those evidenced in writing.

The disadvantage of oral enfeoffment, that it depended for proof upon the fallible recollections of what men had themselves witnessed or been told by their fathers, is as obvious as the solution to the problem—the use of writing for making a permanent record which continued independently of human memory. "If writing follow", says Bracton, "the grant will be firmer, because a grant can be proved more easily and better by writing and instruments than by witnesses or suit."² Moreover, grants of land were often becoming complicated, and elaborate family settlements and the like were being attempted in which the absence of a written

¹ Coke upon Littleton, 190b.

² f. 15b.

record would be something worse than an inconvenience ; without writing such transactions would be scarcely feasible at all. But even charters, useful though they were, presented certain difficulties. First, they might get lost. There are several fines in this volume in which one party undertakes to render up to the other his earlier charters, if he can subsequently find them. At a time when the safe keeping of even the King's treasure and archives presented serious problems to the royal officers, it is not surprising that humbler folk, in their flimsy little dwellings constantly exposed to the risk of fire, sometimes lost even such important belongings as their charters.

Secondly, the authenticity of a charter might be challenged, and forgeries were by no means unknown. Therefore a charter would be made before a number of witnesses, of the more substantial sort, who, in the case of dispute could be called upon to testify as to the authenticity of the document. Alternatively perhaps it might be proved by a comparison of the seals with those on an admittedly genuine document,¹ but if that method of proof was not available, and if all the witnesses were dead or beyond seas, its validity must be determined by a jury. The making of such a charter, according to Bracton, is best done in a public place, such as the county or hundred, that it may be the more easily proved if it should chance to be denied.² Not only were deeds made and witnessed in the county or the hundred : they might also be made and recited in the presence of, and be witnessed by, the itinerant justices and the notables who accompanied them.³ For many practical purposes a deed so made must have had a great deal in common with a fine.

¹ f. 398b. "*Per collationem signorum*" are the words Bracton uses.

² f. 38.

³ See, e.g., the deed of Eugenia, daughter of John, made and recorded before Lord William of York, William de Insula, Ralph de Norwich, and Hugo de Plaiz, justices itinerant, at Canterbury, 1st May 20 Henry III : *Arch. Cant.*, XV, p. 363. Other examples can be cited from the *C.R.R.*, e.g., Michaelmas Term, 3 John, an acknowledgment by Robert, s. of Herbert of Faversham, of the right of Peter, s. of Airic de Makelond, of land in Sheppey. See also an agreement made between Peter de Bending and the Prior and Convent of Holy Trinity, Canterbury, whereby Peter acknowledged the manor of Westwell to be the right of the Prior and convent, and they granted him the manor of Little Chart at fee farm and gave him £171 17s. The recognition was made in the presence of the Archbishop of Canterbury, in the court of the Prior and convent, and in the court of the Lord Archbishop, and in the county court. The witnesses include Henry de Cobham, Robert de Rocchele, Henry de Sandwico, and John de Sancto Legerio (*Arch. Cant.*, VI, p. 306). On at least one occasion in Henry III's reign, Henry de Cobham acted as a justice itinerant.

The third difficulty associated with a conveyance evidenced by a charter was that it could be defeated unless it could be clearly shown not merely that the grantor meant to transfer seisin to the grantee, but that he had done so by overt act. The importance of livery of seisin is a subject to which Bracton constantly reverts. "A donation is not valid unless delivery follows, for a thing given is not transferred by homage, nor by the making of charters or instruments, although they be recited in public."¹ And the transfer of seisin must be made openly and notoriously ; the donor may have intended, in his heart, to deliver seisin, but "man judges as man, according to outward appearance, for God alone sees into a man's heart."² Even a fine did not eliminate the need for livery of seisin. In the thirteenth century it was still the practice for a fine to be followed by a writ to the Sheriff directing him to put the donee or grantee into possession of the property. Where the donee was already in possession, for example as tenant for life or for a term of years, and the grant was of the reversion, livery of seisin was, of course, physically impossible, but it behoved the donor to make manifest and public his intention to grant the reversion to the tenant.

Where the conveyance was in the nature of a commercial transaction, a sale and purchase in the usual sense of the words, the parties could, perhaps with some inconvenience but by exercising care, deliver and receive seisin in such a form that it would scarcely be thinkable that anyone should afterwards seek to deny it. However, many conveyances were not commercial transactions, but dealings with family property, often between father and son, or father and daughter. Wills of land were unknown to the common law, although allowed by the customs of some boroughs, and therefore if a man wished his real property to be distributed among his children in a way different from that prescribed by the normal rules of succession, he must effect the transaction *inter vivos*. He might, for example, grant land to his son in fee simple, to hold of the father's heirs, or possibly of the chief lords of the fee, and take from the son the grant of a life estate in the property. In many cases the property would be small, perhaps a few acres of land and one messuage. The family would all continue to live under the one roof, and to work the holding as one unit, so that there was no permanent outward sign of the change in legal ownership. In such circumstances the gift

¹ f. 39b.

² f. 50b.

might easily be defeated subsequently because of the difficulty of proving that the donor had actually transferred seisin. To allow the donor to remain on the land after the enfeoffment, or even to come back soon afterwards as a guest, was dangerous; yet in truth family circumstances must often have made it inevitable that the donor should remain. Bracton advises, therefore, that recourse should be had to a fine made in the King's court.¹ It does not obviate the need for livery of seisin, but when seisin has been awarded to the donee by the court, his seisin "will be firm and permanent, and thenceforward no pretended or fictitious seisin, and so in this way the donee can without suspicion grant the thing to the donor to hold for his life."² Hence the importance of a fine as the most satisfactory way of effecting an assurance of land where the relationship of the parties did not undergo an outward and evident change corresponding with the legal change.

The importance of seisin, and the effect of conveyance by way of fine, can be illustrated from two associated Kent fines levied in 1246 and 1256, and an inquisition taken in 1259.³ By the first fine (502/192) William de Ditton granted a carucate of land in Shofford to his son, William de Shofford, in frank-marriage⁴ with Margery, daughter of Alan de Maidstone, to hold to William and Margery and the heirs of their bodies of the chief lords of the fee. William de Shofford afterwards died, without leaving issue, and Margery, by fine 796/282 (wherein she is called Margery de Bukingherst) acknowledged the same land to be the right of Alan de Maidstone, as of her gift, to hold to Alan and his heirs of Margery and her heirs giving half a pound of cummin annually, and doing the services to the chief lords. At some date fairly soon after levying this fine, Margery died, without issue. Then her father-in-law, William de Ditton, died, and his surviving son, Ralph de Ditton, took possession of the land and Alan de Maidstone brought an assize of *novel disseisin*. The jurors found that Margery had enfeoffed Alan in the land, had executed her deed thereof to him, and had given him seisin and withdrawn from the land. Thereupon Ralph sought to have the verdict set aside, so a jury of twenty-four was summoned to convict the jury of twelve of

¹ f. 49b, and f. 261b.

² f. 51.

³ Esc. No. 41, 43 Henry III: *Arch. Cant.*, III, p. 247. This is, in fact, a record of proceedings on a Writ of Attaint, but has been included with the *Inquisitiones post mortem*.

⁴ See below, p. lxix, lxx.

a false oath.¹ It seems obvious that Margery ought not, by her fine, to be able to convey to her father, Alan de Maidstone, a larger estate than she herself enjoyed, namely an estate for life. However, this was not the ground on which the action proceeded, partly perhaps because to have taken this point would have raised the question of the right, and so have allowed the deforciant a number of procedural advantages, and partly because, as the Petition of the barons in the Parliament at Oxford shows, the law on the point was not free from doubt (see p. lxvii). The argument which Ralph de Ditton relied upon was that, although Margery levied the fine to her father, she did not thereupon withdraw to her land of Bukingherst, as the jury of twelve found, but remained in seisin of the land, whereof Alan had no seisin, except at the will of Margery, as her father. One can see here the dangers incurred by a daughter who, out of a sense of filial obligation, shared her home with her father. On the issue whether Margery remained in seisin, or put Alan in seisin of the land, the parties placed themselves on the jury of twenty-four. Afterwards it was agreed between them that Alan acknowledged the land to be the right of Ralph, and quitclaimed it to him, and Ralph undertook to give Alan 22 marks.

This litigation therefore ended with an agreement which looks like a final concord, but no record of which is to be found amongst the feet of fines. It is possible to cite a number of other references to the making of final agreements of which no foot is preserved in the Public Record Office. Several of these references are collected together in Appendix II. In some cases the absence of a corresponding foot is due to the fact that the fine was levied before July, 1195, when the practice of keeping the foot in the Treasury began. This, and not the possibility that it was levied before the justices itinerant, is surely the explanation for the absence of a foot corresponding to the fine printed in the Historical Manuscript Commission *Report on MSS of Lord de l'Isle and Dudley preserved at Penshurst Place* (see Appendix II, p. cxxiv below). Some of the entries on the *Curia Regis* Rolls to the effect that the parties *concordati sunt per licenciam justiciarorum* may refer to another kind of agreement than a final concord, but they are nevertheless included in Appendix II. Occasionally, although the parties came to an agreement, some hitch seems to have occurred—perhaps one of the parties repented of the bargain and could not

¹ For this procedure, see Bracton, f. 291b.

be got into the court—and the chirograph was never delivered. It is possible that a few fines may have been levied after July, 1195 for which the feet are not extant, but the number seems likely to have been very small.

In the account, above, of the litigation between Ralph de Ditton and Alan de Maidstone, it will be noticed that Margery both executed a deed enfeoffing Alan of the land in Shofford, and levied a fine to the same effect as the deed. Where a fine terminates an action brought on a writ of Warranty of Charter or Covenant there must have been a precedent charter or deed. In a few cases (referred to in more detail below, p. xlv) it has been possible to find deeds associated with fines in this way, but in many other cases where a record of such deeds might have been expected to be found, e.g. in the cartularies of religious foundations, none exists. The absence of such references seems to be so regular that it is tempting to wonder whether the allegation of a prior charter or deed of covenant may itself be fictitious. Two or three centuries later such a fiction would not be surprising, but it is probably too audacious a speculation for the thirteenth century.

Deeds unaccompanied by fines certainly remained in very general use for the assurance of land at this time. Of a score or so of deeds in the Kent County Archives of this date, not one is associated with a fine. These are all deeds of secular persons, but it is evident from the cartularies of various monastic houses that they, too, were content to rely upon a deed without fine. The cartulary of Bilsington Priory, for example, contains a record of about 140 deeds belonging to the thirteenth century, none of which is supported by a fine; the collection of charters relating to Cumbwell Abbey¹ at the College of Arms contains ten charters which might be expected to be followed by fines, but were not; the same is true of the cartulary of Leeds Priory, now in the Kent County Archives; the Register which is Part II of *The Black Book of St. Augustine* must contain copies of some hundreds of charters, but there are associated fines for only two; the cartulary of St. Gregory's Priory, Canterbury, contains copies of more than 200 charters, the majority dating from the end of the twelfth or the beginning of the thirteenth century, but only one is supported by a fine²; and of the large number of deeds recorded in Thorpe's

¹ *Arch. Cant.*, V, pp. 194 *et seq.*

² I am indebted to Mrs. Audrey Woodcock for her kindness in allowing me to use her transcript of the cartulary of St. Gregory's Priory, which she is editing for the Camden Series.

Registrum Roffense, only a handful led to fines. Bracton gives a few hints of the occasions on which it would be wise to levy a fine—for example, where any doubt about change of seisin might arise—and the fine had an obvious use in barring an entail or enabling a married woman to make an effective and indefeasible assurance of her land, but the clue to the problem why, in some apparently straightforward and uncomplicated assurances, resort was had to a fine, whilst in other similar cases a deed was regarded as sufficient (and perhaps even enfeoffment without deed) does not seem to emerge from the Kent fines of the thirteenth century.

One conspicuous advantage of a fine, compared with a deed, was its preclusive effect on the rights of third parties. It is natural that both a deed and a fine should normally bind the parties to it and those deriving title from them¹; it is *prima facie* more surprising that a fine bound not only the parties and their privies, but also third parties unless they put in their claims within a period which was as short, when Bracton wrote, as thirty days²; for the claimant third-party "has the space of at least one month (according to the common provision of the realm) within which he can conveniently come after the plea was commenced, wherever he might be within the kingdom within the four seas, because whoever is impleaded ought to have at least fifteen days summons, which may be termed a reasonable summons, and a chirograph³ is not allowed to anyone on the first day of a lawsuit, but he shall have another day, after an interval of at least fifteen

¹ There is an example of a consor trying to upset her own fine in an action heard *coram rege* 57 Henry III (*Abbr. Plac.*, p. 183). Maud, now the wife of John Giffard, who by fine 853/300 acknowledged the manor of Wickhambreux to be the right of William de Brewes (who was her brother), now alleges that she was under age when the fine was levied, and that William de Weston, who was of her brother's household, was falsely created her attorney and that she never took any part in levying the fine. William de Brewes says that the foot of the fine is proof enough of his right, and that the justices would never have allowed the fine to be made if Maud were under age. *Abbr. Plac.* does not record the judgment of the court. This case may be compared with fine 185/105, which it is evident from the endorsement the justices would not allow until they had satisfied themselves that the consor was of full age. The *Curia Regis Rolls* contain occasional entries of agreements in the nature of a final concord where the making of the chirograph was deferred because one of the parties was not of age: see, e.g., the action in Trinity Term, 16 John, between Reginald de Churchgate and others [Q] and Edith, widow of Swein, and her son Alan [D], concerning land at Swartingeshal', co. Kent, in which agreement is reached but no chirograph is made because three of the plaintiffs are infants. There is no record that the fine was completed after they had attained full age.

² ff. 436, 436b.

³ i.e., the written document containing the final concord.

days, so that during the whole of that time he who had a right could enter his claim."¹ Time, however, will not run against a third party who has an adverse right and who is overseas, or a minor, or out of his mind, or in prison, or too ill to deal with his affairs, or absent through force or fraud, or away on the King's service, or is a woman under the power of her husband. It must have been comforting to the parties to a fine to reflect that their transaction could not subsequently be upset by the assertion of some adverse right, but the period of thirty days from the issue of the summons within which third parties must enter their claims seems unjustly short, and that view evidently prevailed, for the Statute of Fines, 1290,² defined it as a year and a day. It will be noticed, in fact, from a perusal of this calendar, that the assertion of a related (not necessarily an adverse) right was by no means frequent.

After these general remarks about real property law and conveyancing procedure, we must examine in more detail the non-litigious uses to which fines were put. With a very few exceptions, the transactions recorded in this volume fall into one or other of the following three categories :

- (a) A new estate may be created, by way of subinfeudation : A grants to B to hold to B and his heirs of A and his heirs, B undertaking to perform certain services.
- (b) An existing estate may be transferred, by way of substitution : A grants to B to hold to B and his heirs of the chief lords of the fee.
- (c) One party releases, or quitclaims, to the other some interest in land, sometimes less than an estate in fee simple. Sometimes the nature of the interest released is evident on the face of the fine, e.g. a right to dower, but usually it is unspecified, and there is rarely any means of ascertaining the true nature of the transaction. The number of simple releases is proportionately larger in the earlier part of the period than the later, when the typical fine was an acknowledgement of the conusee's right of the gift of the conusor, and the action was in the form of Warranty of

¹ In a case brought up into the King's court from the court of the Archbishop of Canterbury, Michaelmas Term, 5 John, it is recorded that the Archbishop took the land into his own hands for a period of 15 days, to give possible claimants an opportunity to put in their claims; because the plaintiff did not then put in his claim in the Archbishop's court he cannot now succeed in the King's court.

² For a note on this Statute see above, p. xx.

Charter. It is perhaps, possible, although there is no definite evidence for the theory, that the earlier practice in conveying a fee simple was to make feoffment with livery of seisin, and to follow it with a formal quitclaim effected by means of a fine. Such a practice would account for the preponderance of quitclaims amongst the earlier fines ; it seems scarcely possible that they can all represent releases of some smaller estate than the fee simple, such as dower, the reversion on the termination of a life estate or term of years, or the surrender by one coheir to another of his reasonable portion of an inheritance. On the other hand, a release alone would not be sufficient to assure an estate in fee simple and its use as complementary to a feoffment therefore seems a likely procedure.¹

Of the approximately 1,430 fines calendared in this volume, about one-third seem to have as their object, whatever may be the form of the fine, the unconditional assurance of an interest in land by one party to the other. There is usually nothing to show conclusively whether the transaction was a gift, or a sale with a purchase price equal to the full value of the land, or whether the services reserved by the grantor represented a "rack rent".

About the same proportion, namely one-third, consist of fines in which a married woman joins with her husband in acknowledging or releasing a right, or making a grant. The proportion of fines of this kind steadily increases during the thirteenth century, and for the last twenty-five years of Henry III's reign amounts to considerably more than the one-half of the total.² Well might the fine be described as "the married woman's conveyance". Sometimes the land belongs to the husband, the purpose of the wife's participation being therefore to bar a claim by her to dower in the land if she should outlive her husband ; sometimes the land belongs to the woman, having been acquired by her before or since marriage. Her husband enjoyed the fruits of her land so long as the marriage subsisted, and as tenant by the courtesy of England he continued to enjoy them for life, if she predeceased him, provided that issue of the marriage had been born alive. However,

¹ The possibility that a quitclaim by fine was used to strengthen feoffment with livery of seisin is referred to again below, p. l.

² The proportion of fines levied by husband and wife seems to be somewhat smaller in later years, e.g., *regno* Edward II. Certainly in Wiltshire it was then a significantly smaller proportion : *Wiltshire Feet of Fines, Edward I and II*, ed. R. B. Pugh (Wiltshire Archaeological and Natural History Society, Records Branch, i, 1939).

the husband had no right to alienate his wife's land, or at least to alienate a greater interest in it than he himself enjoyed, but neither could the wife alienate it without the concurrence of her husband.¹ But to take a conveyance of a wife's land from the husband and wife, even if evidenced by a deed, was a precarious business, for after her husband's death the woman might repudiate the transaction on the ground that she had not been a free agent, but was acting under the coercion of her husband. However, if the conveyance was made by way of fine, subsequent repudiation was not possible, for it would have been seen, *coram publico*, that the woman was acting of her own will, and not under compulsion.² The later practice, referred to in the Statute of Fines, 1290,³ was for the justices before whom the fine was levied to examine the woman separately, and if she did not give her assent, the fine was not allowed to be levied. Bracton has nothing to say about a separate examination; if the enfeoffment was made outside the court, then indeed the woman's act may have been coerced and involuntary, but within the King's court⁴ "no violence is offered, no fear is created, nor is it probable that in the King's court anyone will be compelled by violence to do, or not to do, something against his will, because there safety and help may be invoked. . . . But if coercion has been used, which can easily be seen from the look and bearing of the woman, although in the court of the King, a chirograph thereon would never be made, nor enrolment scarcely allowed. And it is to be noted that an enrolment by itself, without a chirograph, will never take away the right of action of a woman after her husband's death."

It is quite likely that the change from the practice described by Bracton to the separate examination of the woman referred to in the Statute of Fines resulted from litigation which supervened upon a Kent fine, 258/122. Mabel de Gatton, the wife of Thomas

¹ Pollock and Maitland, *H.E.L.*, ii, pp. 410 *et seq.*

² There was, of course, the danger that the man might produce a woman as his wife who in fact was not his wife. A Sussex case of 9 Edward I (*Abbr. Plac.*, p. 201) results in the imprisonment of the conusor for this offence, and the true wife is to recover from the conusee, the Bishop of Exeter, who presumably was acting innocently, and in good faith.

³ For a note on this statute, see above, p. xx.

⁴ Although Bracton refers specifically to the King's court (f. 321b), fines levied by husband and wife, with a separate examination of the wife, were known in borough courts, as early as the thirteenth century; see *Borough Customs*, ed. Mary Bateson (Selden Society, vol. 21, 1906), ii, p. 115. For a suggested Jewish origin of this practice, see the article by F. Ashe Lincoln, in *Starrs and Jewish Charters preserved in the British Museum* (Jewish Historical Society of England), II, lxxii.

de Bavelingham (or Bavelingham) complained that her husband had alienated her land at Thurnham to Robert de Manekeseya, who answered that he held the land by fine levied by Thomas and Mabel. The case was heard in 1235 *coram rege*, and it was decided that Robert should hold the land in peace "until other provision be made by common counsel of the Kingdom". It looks from this as though the court was doubtful about the passing of property by a married woman in this way, and that some alteration of procedure was contemplated.¹

Where a fine levied by a husband and wife takes the form of an acknowledgment of right and states the terms on which the conusee is to hold the land, it will usually record that he is to hold either from the husband and wife and the husband's heirs, or from the husband and wife and the wife's heirs. In the latter case it is the wife's property that is being conveyed, in the former the husband's property, with the wife, by joining as a party to the fine, barring any claim she may have to dower. Where the fine takes the form of a quitclaim by husband and wife, it seems likely that it may have been supplementary to an enfeoffment made outside the court by the husband of his own land, and that the purpose of the fine is to release the wife's right to dower if she outlives her husband.

In a very much smaller number of cases, some 34 in all, and the majority dating from the first half of Henry III's reign, fines are used to assure land to a husband and wife, and the wife's heirs. This is the nearest to a grant to a married woman known to the law.

Other purposes for which fines were regularly used at this period must be stated in summary form:

- (1) There are more than 70 fines recording the settlement of claims to dower. These are much more frequent during the reigns of Richard and John and the first twenty years of Henry III's reign than during later years, and as suggested below (p. lxxviii) may indicate that the law at that period as to dower was not yet clearly settled. For the last ten years of the reign, there are only two fines concerning dower.

¹ *Bracton's Note-Book*, iii, pp. 186-8; No. 1171. The relationship of the parties in this case is far from clear: Robert de Mankesey married Mabel de Gatton's daughter, but whether it was a daughter by her first husband Hamo de Gatton, or her second husband, Thomas de Bavelingham, is uncertain. Robert de Mankesey afterwards granted the land to the Prior and Convent of Cumbwell, and after his death the grant was confirmed by William de Say as the superior lord (see *Arch. Cant.*, V, pp. 221 *et seq.*).

- (2) About 50 fines effect exchanges of property.
- (3) In rather more than 50 cases land is partitioned: this is often a partition between coheirs on a writ of right *de rationabili parte*, but the relationship of the parties and the motive behind the transaction are not always apparent on the face of the fine.
- (4) In about 50 fines, more than 40 of them dating from the second half of Henry III's reign, a conditional estate is granted.
- (5) In rather more than 60 fines an estate for life is granted.

In addition, as will be noticed from this calendar, fines at this period were used occasionally for a variety of other purposes, including the following:

- (1) Making a family settlement, or a grant in frank-marriage.
- (2) The confirmation, by a descendant, of a grant by an ancestor, usually by a son of his father's grant, the grantee frequently being a church or a religious house. Possibly some of these fines should be linked with Bracton's statement¹ that if a man by his dying wish (*in extrema voluntate*) gives to a religious house land with his body, but dies seised of the land, the gift fails unless it is confirmed by the heir. Some confirmatory fines, however, seem to have been levied many years after the original donation.
- (3) On three occasions, all of them during John's reign, a fine is used simply as a means of getting a private deed enrolled on the record of the court. Such a transaction suggests the last stage of confusion between the ordinary fine procedure and the making of a written agreement which is recited in court, acknowledged by the parties, witnessed by the justices, and enrolled for a payment of one mark on the rolls of the court, but is not called a fine.²
- (4) Half-a-dozen fines record the grant of a corrody, usually by a religious house and in return for a gift of land or the release of a right to dower.
- (5) One early fine (9 Ric. I: 25/11) apparently creates a vifgage: the debtor assigns to his creditor annual rents totalling 50s. until the sum of 12½ li. has been paid. The amount of the creditor's claim was for 20 li., but it seems

¹ f. 27b.

² See, e.g. the agreement recorded on the *Curia Regis* Rolls for Trinity Term, 16 John, between Thomas de Godwineton and John son of William and Theobald his brother.

unlikely that this was the amount of the debt. Whether the payment of 12½ li. includes an element of interest does not appear.

- (6) A fine of 14 John (140/51) records the grant of a term of years as part of the consideration for a quitclaim. Fine 477/186, creates a "building lease" for a term of 26 years, the lessee undertaking to build a house to the value of 20 li. These are the only examples of fines by which terms of years are created.
- (7) Fines are occasionally used to alter the services, especially the rent, by which land is held.
- (8) A fine may be used to record an agreement for alternate presentations, e.g. by two sisters, to a church (79/74).
- (9) Fine 570/204 appears to have as its purpose the conversion of a socage tenure into frankalmoign.
- (10) Fine 652/242 is an agreement that the tenants at Sheldwich of the Hospital of St. John at Puckeshall shall henceforth do suit at the Hospital's court at Sheldwich instead of to its less conveniently situated court at Puckeshall in Sittingbourne.
- (11) Fine 620/229 enlarges a life estate into a fee simple.
- (12) Fines 907/315 and 1040/357 are agreements about the custody of heirs and their lands.

The true character of the transaction, as noted above, is not always apparent on the face of the fine, and it is unlikely that these lists of the purposes for which fines were being used by Kent people in the thirteenth century are complete. Nevertheless, they suffice to show the wide variety of agreements which, at this time, might be given a legal tegument in the form of a fine.

III. Forms of Action

From the twelfth to the nineteenth century procedural law, and therefore often substantive law also, were governed by the rules relating to forms of action. If one man has been wronged by another, "it is not enough that in some way or other he should compel his adversary to appear in court and should then state in the words that naturally occur to him the facts on which he relies and the remedy to which he thinks himself entitled."¹ His first step is to obtain from the Chancery the kind of writ that is proper to his claim. The writ having once been sued out, the form which the

¹ F. W. Maitland. *The Forms of Action at Common Law*, p. 2 (first published in 1909 in the volume entitled *Equity*).

of Mort d'Ancestor. Q. quitclaimed from himself and his heirs to D. and their heirs. D. gave 2ls.

[96.6.79; cf. A.C., cxxiv.]

Higham. Octave of St. John the Baptist [1 July] Q. (pet.) John de Beseuill and w. Petronilla. D. (ten.) William s. of Robert; 16 ac. of marsh, 6 ac. of arable land, 2 ac. of meadow, and 1 ac. 1 rod of wood in Hegham which Petronilla claimed as her dower from the free tenement of Robert s. of Lambert late her husband. Q. quitclaimed Petronilla's right to D. and his heirs, and D. has granted to Petronilla all the service of Simon de Gatle, to wit, 6s. from 5 ac. of land which he held in Hegham, excepting the foreign service which remains to D. and his heirs. And D. has granted to Petronilla all the land called Scereday in the same vill to hold for her life under the name of dower. And Q. shall do the third part of the service which belongs to the land of D. in Hegham, less 6d. Simon was present and consented.

[95.6.77; cf. A.C., cxxv.]

Bekesbourne. Three weeks from Michaelmas [20 Oct.] Q. (pet.) Hillaria dau. of Helliard. D. (ten.) William de Becco; 40 ac. of land in Liuingelburn. Q. quitclaimed from herself and her heirs to D. and his heirs, and D. has granted to Q. 6½ ac. of land in Sumerfeld which she held before from D., to hold to Q. and her heirs from D. and his heirs rendering yearly 5d. at Michaelmas for all service saving foreign service.

[95.5.75; cf. A.C., cxxvi.]

Bekesbourne. Octave of St. Martin [18 Nov.] Q. (pet.) Diering de Northwud and w. Juliana. D. (ten.) William de Becco; 40 ac. of land in Liuingelburne. Q. quitclaimed from themselves and their heirs to D. and his heirs. D. has granted to Q. and the heirs of Juliana 6½ ac. of land in Sumerfeld which they held before from D. to hold from him and his heirs, rendering yearly 5d. at Michaelmas for all service saving foreign service.

[95.5.74; cf. A.C., cxxvii.]

Lewisham. Quindene [?]¹ of St. Hilary [27 Jan. 1203/4.] Q. (pet.) Walter s. of Thomas. D. (ten.) Benedict, Abbot of Stratford; 2 hides of land in Leuseham. Q. quitclaimed from himself and his heirs to D. and his successors. D. gave 5 marks.

¹ *A die sancti yllarii in . . . dies.* Larking considers the form implies that the obliterated letters must be *xv*.

Warranty by Q. and his heirs against all men coming out of the enclosure (*ceppus*) of the said Q.¹

[95.5.72; cf. A.C., cxxviii.]

Eynsford. One month from Easter [23 May.] Q. (pet.) Sibilla dau. of Ralph. D. (ten.) Ralph, Richard, John, Henry, William, Thomas, Peter, Elyas, Geoffrey and Gilbert sons of Alard Tundu by Ralph and Richard; 10 ac. of land in Einesford. Recognizance of Mort d'Ancestor. Q. quitclaimed from herself and her heirs to D. and their heirs all her right in the land, and D. quitclaimed from themselves and their heirs to Q. and her heirs 4s. rent in the same vill, which Q. before deraigned (*disrationare*) against them in the said Court. D. moreover gave 4 marks. And note that Q. has not deraigned the 4s. rent against D. except by default.

[95.5.73; cf. A.C., cxxix.]

6 JOHN. 1204-5

Chislet. Octave of St. Michael 6 John [6 Oct. 1204] Q. (pet.) Roger, Abbot of St. Augustine, Canterbury, by Adam his monk. D. (ten.) Jordan de Serres; 40 ac. of marsh in the manor of Cistelet. D. acknowledged marsh to be the right of Q. and of the Church of St. Augustine, Canterbury; for this Q. granted to D. and his heirs to hold from Q. and his successors by the free service of 7s. 6d. yearly payable at Christmas and St. John the Baptist for all service. D. gave 100s.

[95.6.85; cf. A.C., cxxx.]

Chislet. Octave of St. Michael [6 Oct.] Q. (pet.) Roger, Abbot of St. Augustine, by Adam his monk. D. (ten.) Salomon de Serres; 20 ac. of marsh in the manor of Cistelet. D. acknowledged the marsh to be the right of Q. and of the Church of St. Augustine, Canterbury; for which Q. granted to D. and his heirs to hold from Q. and his successors by the free service of 15d. yearly payable Christmas, and St. John Baptist for all service. D. gave 16s. 8d.

[95.6.87; cf. A.C., cxxxi.]

Chislet. Octave of St. Michael [6 Oct.] Q. (pet.) Roger, Abbot of St. Augustine, Canterbury, by Adam his monk. D. (ten.) Lambin de Serres; 20 ac. of marsh in the manor of Cistelet. D. acknowledged marsh to be the right of Q.; for which Q.

¹ An early record against the right of way, cf. Larking.

Basilia and Custance. And D. quitclaimed from themselves and the heirs of Basilia and Custance to Q. and his heirs one eighth part of a knight's fee which Q. before held, and whereof there was a plea between them in the county of Kent by Writ of Right. And each of them shall hold his tenement in chief of the chief lord.

[95.6.89; cf. A.C., cxl.]

Lydden. Octave of St. Hilary [20 Jan. 1205/6.] Q. (pet.) Stephen de Ponton. D. (ten.) Richard, Abbot of Langdon by brother Walter his Canon; the church of Ledene. Recognizance of Darrein Presentment. Q. acknowledged the Church to be the right of D. and of his Church and quitclaimed from himself and his heirs to D. and his successors. And D. and his convent shall receive him in all the benefits and prayers which shall be in their church of Langedun.

[95.6.91; cf. A.C., cxli.]

Faversham. Quindene of Easter [16 April 1206] Q. (pet.) William s. of Amfrey and Walter s. of Osbert. D. (ten.) Ailgar, Abbot of Faversham; 1½ virgates of land, a salt pit and pasture for 150 sheep in Faueresham. Q. quitclaimed from themselves and their heirs to D. and his successors. D. gave William 5 marks and Walter 5 marks.

[95.6.92; cf. A.C., cxlii.]

8 JOHN. 1206-7

Rainham. At Winchester (Winton) 15 May 8 John [1206]¹ Q. (pet.) Emma dau. of Aluered by Henry s. of John. D. (ten.) James de Reneham; 10 ac. of land in Reneham. Q. quitclaimed from herself and her heirs to D. and his heirs. D. gave 15s.

[95.7.118; cf. A.C., cxliii.]

Farningham. Octave of St. John the Baptist [1 July] Q. Stephen Clericus of Chelefeld. D. Thomas Escotland; 60 ac. of land in Freningham. Plea of Warranty of Charter. D. acknowledged the right of Q.; to hold to Q. and his heirs from D. and his heirs by the service of the twenty fifth part of one knight's fee, for all service. Q. gave 5 marks.

[95.7.119; cf. A.C., cxliv.]

¹ Larking gives this year in preference to 1207 as, according to the King's Itinerary, he was at Winchester on 14 May 1206, but on that date in 1207 at Woodstock. The doubt arises from the practice of the regnal year of King John being reckoned from the movable Feast of Ascension.

Eynsford. At Canterbury. Morrow of the Exaltation of the Holy Cross [15 Sept.] Q. (pet.) Sibilla dau. of Ralph. D. (ten.) Elyas Clericus; one mess. in Einesford. Recognizance of Mort d'Ancestor. D. acknowledged land to be the right of Q.; for which Q. granted to D. and his heirs to hold from Q. and her heirs by the free service of 19d. yearly payable at the four quarters for all service belonging to the same. And D. and his heirs shall acquit the mess. against the chief lords of that fee for all services belonging to that mess. D. gave 5s.

[95.7.108; cf. A.C., cxlv.]

Summerfield [in Woodnesborough]. At Canterbury. Morrow of the Exaltation of the Holy Cross [15 Sept.] [Q.] Alan de Burn. [D.] William de Elding and w. Avicia; 6 ac. of land in Sumerfeld. Plea of Warranty of Charter. D. acknowledged land to be the right of Q. to hold to Q. and his heirs from D. and the heirs of Avicia by the free service of 2s. yearly rendered at Michaelmas at Liuingesburn [Bekesbourne] for all service. And Q. and his heirs shall acquit the land against the chief lords of that fee from all services belonging to that land. Q. gave 60s.

[95.7.105; cf. A.C., cxlvi.]

Bekesbourne. At Canterbury. Morrow of the Holy Cross [15 Sept.] [Q.] William de Becco. [D.] William de Alding and w. Avicia; 40 ac. of land in Liuingeburn. Plea of Warranty of Charter. D. acknowledges land to be the right of Q. and quitclaimed from themselves and the heirs of Avicia to Q. and his heirs. Q. gave 10 marks.

[95.7.115; cf. A.C., cxlvii.]

Gillingham. At Canterbury. Morrow of the Exaltation of the Holy Cross [15 Sept.] Q. [pet.] Aldina the widow. D. (ten.) Benedict de Brunstun; 10 ac. of land in Gillingeham which she claimed as her dower from the free tenement of Arnulf s. of Robert late her husband in the same vill. D. granted to hold to Q. 6 ac. of the said land which lie in Westfield towards the west from the road, for her life. Q. quitclaimed to D. and his heirs all her right in the name of dower.

[95.7.103; cf. A.C., cxlviii.]

Charing. At Canterbury. Morrow of the Exaltation of the Holy Cross [15 Sept.] Q. (pet.) William de Aketon. D. (ten.) Robert, Jordan and Ivo, sons of Ralph; 60 ac. of land in Cherring.

Calendar of Feet of Fines
 KAS 1956
 Kent Records Vol XV

which she had from the free tenement of Arnulf late her husband in the same vill. Q. quitclaimed to D. and his heirs all her right and claim which she had against him in the name of dower. D. gave 20s.

[95.7.110; *cf. A.C., CLXVI.*]

Ash [near Wrotham]. At Wodestock. Tuesday after the [Octave of the Purification of the Blessed Mary [13 Feb.]] Q. Robert Teshaurarius, Prior of the Hospital of Jerusalem. D. Eudo Paterik; the advowson of the church of Essa. Plea of Warranty of Charter. D. acknowledged the right of Q. and quitclaimed from himself and his heirs to Q. and the brethren of the Hospital and their successors. Q. gave 10 marks.

[95.7.101; *cf. A.C., CLXVII.*]

9 JOHN. 1207-8

Bishopbourne. Morrow of St. John 9 John [25 June 1207] Q. (pet.) William Trune by Martin Pohhe. D. (ten.) Gilbert de Burnes; 13 ac. of land in Burnes. D. acknowledged land to be the right of Q.; for which Q. granted to hold to D. for his life from Q. and his heirs by the free service of 12d. yearly for all service payable at Michaelmas. Reversion to Q. and his heirs quit of the heirs of D. D. rendered to Q. all the charters which he said he had concerning the said land.

[95.7.125; *cf. A.C., CLXVIII.*]

Bonnington. Octave of St. Hilary [20 Jan. 1207/8] Q. (pet.) Baldwin Filloil. D. (ten.) Roger de Langeford; half a knight's fee in Buninton. Recognizance of the Grand Assize. Q. acknowledged right of D. to hold to D. and his heirs from Q. and his heirs by the service of half a knight's fee for all service.

[95.7.121; *cf. A.C., CLXIX.*]

Bonnington. Same date [20 Jan.] Q. (pet.) Roger de Langeford. D. (ten.) Gilbert de Kentewelle; half a knight's fee in Buninton. D. vouched to warrant Baldwin Filloil in the same Court, who came and warranted to him. Recognizance of Mort d'Ancestor. Q. quitclaimed from himself and his heirs to Gilbert and Baldwin and their heirs the half fee with the advowson of the church of the same vill. D. gave 15 marks.

[95.7.120; *cf. A.C., CLXX.*]

Chegworth [in Ulcombe]. Octave of the Purification of the Blessed Mary [9 Feb.] Q. (pet.) Roesia de Chagewuthe by Nicholas Clericus. D. (ten.) Alan de Elmestede; the dower of Q. (Roesia) which she claimed from Hamo de Elmestede late her husband in Chagewuthe. Q. quitclaimed to D. and his heirs. D. gave 5 marks.

[95.7.123; *cf. A.C., CLXXI.*]

Eccles [in Aylesford]. Quindene of Easter [20 April 1208] [Q.] Robert de Rokesle. [D.] Warin s. of Gilbert; 88 ac. of land and one mark rent in Eccles. Plea of Warranty of Charter. D. warrants to Q. in these words. Know all present and to come that I Warin s. of Gilbert s. of Gerold de Eccl[es] have granted and by this my charter have confirmed to Robert de Rokesle 88 ac. of land with appurtenances in Eccles, to wit, in Rode 26 ac., in Wrtha 22 ac., in Stonhull 16 ac., in Wiueling 7 ac., in Rusham 3 ac., in Estmede 2½ ac. of meadow, 8 ac. of land in Breche and 3 ac. in the Marsh, and the homage and service of Richard de Pouesherst. Moreover I have given the said Robert one mark rent in Eccles, to wit, the homage of Edmund de Eccles, Robert de Langefeld, William Armigery, Robert Claviger, the heirs of Geoffrey his br., Wlmar Thichot, and Ailwin at Cliue with all the service which they owe to me. To hold to Robert and his heirs from me and my heirs in fee and inheritance, freely and quietly, wholly and finally with all appurtenances without any reserve, doing therefore to me and my heirs the service of half a knight for all service, things and exaction. Warranty by Warin and his heirs. Q. gave 20s.

[95.7.124; *cf. A.C., CLXXII.*]

Rainham; Borden. One month from Easter [4 May.] Q. (pet.) Simon de Cref. D. (ten.) Henry de Insula; 20 ac. of land and one mill in Renham. Recognizance of Mort d'Ancestor. D. acknowledged land to be the right of Q. and quitclaimed from himself and his heirs to Q. and his heirs. Q. gave 7 ac. of land in Borden which lie before D's house towards the south. To hold to D. and his heirs from Q. and his heirs by the free service of 2s. yearly for all service, payable at Michaelmas. And Q. and his heirs shall defend the 7 ac. from all foreign service.

[95.7.122; *cf. A.C., CLXXIII.*]

Alard; 2 ac. of land in Parva Derteford. Q. quitclaimed from himself and his heirs to D. and his heirs. D. gave 20s.

[95.8.136; cf. *A.C.*, CLXXXIV.]

Lewisham. At Northampton. Five weeks from Easter [8 May, 1211.] Q. (pet.) Ascelina de Leuesham. D. (ten.) Reginald Forestar; 5 ac. of land in Leuesham which Q. claimed against D. as her dower which came to her from the free tenement of Reingod Alderman late her husband. Q. quitclaimed from herself to D. and his heirs all her right in the name of dower. D. gave 2 marks.

[95.8.137; cf. *A.C.*, CLXXXV.]

13 JOHN. 1211-12

Eccles [in Aylesford]. At Newcastle on Tyne. Three weeks from St. Hilary 13 John [3 Feb. 1211/12] Q. (pet.) Mabel wid. of Warin de Eccles. D. (ten.) Walter Capellanus; the third part of one ac. of land in Eccles which Q. claimed against D. as her dower of the gift of Warin late her husband. Q. quitclaimed to D., or to whomever he wished to give it, all her right in the dower. D. gave 2 besants.

[95.8.138; cf. *A.C.*, CLXXXVI.]

Bekesbourne; Bishopsbourne; Chelsfield; Burcheston.¹ At Newcastle on Tyne. 13 John [? 3 Feb., 1211/12]² Q. (pet.) William de Becco. D. (ten.) Eustace de Burne; one carucate of land in Leuingsburn. Q. acknowledged land to be the right of D. and D. gave Q. 16 ac. of the same land, to wit, 15 ac. which lie below Q's garden towards the east and one ac. which Jordan de Bruera held of D. in the same vill. To hold to Q. and his heirs together with the other tenement which he held before in the same vill doing for it service to the King and his heirs as much as belongs to one carucate of land which he holds in the same vill. Q. quitclaimed from himself and his heirs to D. and his heirs all his right in the superplusage of the said carucate of land and in all other tenements which Eustace de Burne father of D. held in Burne, Chelsfund and Burcheston. General warranty by D. and his heirs as to the 16 ac.

[95.8.139; cf. *A.C.*, CLXXXVII.]

¹ Possibly Birchington.

² Larking, on the evidence of the place where fine was levied, and the list of the judges suggests this date. It could, however, equally well be 10 February; cf. next Fine.

Eccles [in Aylesford]. At Newcastle on Tyne. One month from St. Hilary [10 Feb. 1211/12.] Q. (pet.) Mabel wid. of Warin de Eccles. D. (ten.) Humfrey Balistarius; the third part of 14 ac. of land in Eccles which Q. claimed against D. as her dower of the gift of Warin late her husband. Q. quitclaimed to D. and his heirs all her right in the name of dower. D. gave 3½ marks.

[95.8.142; cf. *A.C.*, CLXXXVIII.]

14 JOHN. 1212

Elvindenne [in Pembury]¹. At Winchester (Wintoniam). Octave of the Holy Trinity 14 John [27 May, 1212] Q. (pet.) Simon de Wahull. D. (ten.) William Crespin; one mill in Aluinden. Recognizance of Mort d'Ancestor. D. acknowledged the mill to be the right of Q.; for this Q. granted to hold to D. and his heirs from Q. and his heirs by the free service of 9s. yearly payable at Michaelmas for all service and exaction.

[95.8.141; cf. *A.C.*, CLXXXIX.]

Nettlestead. Octave of St. Michael [6 Oct.] Q. (pet.) Simon s. of Michael de Wahull. D. (ten.) Robert, Abbot of Boxley; 95 ac. of land and pasture on the parish of Netlested, to wit, all the land and pasture in the place called Radden which D. held by Michael father of Q. of the inheritance of Andrea mother of Q. late wife of Michael. D. quitclaimed from himself and his successors to Q. and his heirs, and Q. gave 5 marks. And besides Q. granted to D. all his meadow which is called Langemed in the parish of Netlested. To hold to D. and his successors from the feast of St. Michael 14 John for 6 years; reversion to Q. or his heirs quit of D. and his successors. And D. has rendered to Q. all the charters which he had from Michael and Andrea concerning the land and pasture of Raddenden and the meadow of Langmad, so that if D. or his successors shall proffer any charter it shall be accounted null. Saving only to D. or his successors his term of Langemed as is aforesaid.

[95.8.140; cf. *A.C.*, cxc.]

¹ So identified by Larking following the description given in fine [95.10.50] below, p. 64. According to an entry in the Register of Hamo Hethe (f. 18^b) Wahull at a subsequent date included in his grant to the Canons of Bayham the site of two mills, one at Pembury, the other at Elvyndenne. This suggests that the latter was not actually in Pembury, and it may be that this name now survives in Ellenden in Hawkhurst. The grant is printed in *Registrum Roffense*, p. 516.

15s. 3d. at Michaelmas for all service due except foreign service. Warranty by Q. and his heirs. And for this D. quitclaimed from himself and his heirs to Q. and his heirs all his right in the common of pasture in the land of Q. in Lyvingeburn [Bekesbourne] between these divisions, to wit, between the pasture of Patrikeburn and the pasture of the Prior of the Holy Trinity towards the north and between Aderesbech towards the east so that Q. and his heirs may enclose and ditch the said pasture between the said bounds and do as they will so far as it belongs to D. and his heirs. And be it known that Robert de Talewurth whom D. vouched to warranty against Q. and who used to receive a pair of gilt spurs for the said land was present and quitclaimed from himself and his heirs to D. and his heirs the said rent of spurs and likewise the said fee. And D. quitclaimed to Robert and his heirs the warranty of the said land and the charter which he had thereof from Adam father of the said Robert he gave back to him in court.

[96.16.188.]

Knowlton ; Bekesbourne ; Patricbourne. At Hertford. Same date. Q. (pet.) Eustace de Burne. D. (ten.) Reginald de Cornhill whom John de Sancto Leodegario vouched to warranty and who warrants to him the moiety of a carucate of land in Cnolden. D. acknowledged the land to be the right of Q. and for this Q. granted it to D. To hold to D. and his heirs of Q. and his heirs rendering yearly 14s. at Michaelmas for all service due except foreign service. Warranty by Q. and his heirs. And for this D. quitclaimed from himself and his heirs all his right in the common of pasture in Q.'s land in Lyvingeburn [Bekesbourne] between these divisions, to wit, between the pasture of Patrickeburn and the pasture of William de Bek towards the north so that Q. and his heirs may enclose and ditch the said pasture between the said divisions and do as they will therein as far as belongs to D. and his heirs. And be it known that Robert de Talewurd whom D. vouched to warranty against Q. and who used to receive a pair of gilt spurs for the said land was present and quitclaimed from himself and his heirs to D. and his heirs the said rent of the spurs and likewise the same fee. And D. quitclaimed from himself and his heirs to Robert and his heirs the warranty of the said land, and the charter which he had thereof from Adam, father of the said Robert, he gave back to him in court.

[96.16.186.]

Hoplands [in Westbere] ; **Ore**¹, **Ernesborough, Beauveys** [all in Chislet]. At Hertford. Morrow of St. Andrew the Apostle [1 Dec.] Q. (pet.) John s. of Richard and w. Alice, by Philip s. of Baldwin. D. (ten.) Huward de Bikeleg' and w. Orgoillusa, by Richard de Buissun for Orgoillusa ; 2 carucates and 60 ac. of land in Opiland, Ore, Erneberg and Beauveis. D. acknowledged the land to be the right of Alice and for this Q. granted it to D. To hold to D. and the heirs of Orgoillusa of Q. and the heirs of Alice rendering yearly 40s. at Easter and Michaelmas and service to the chief lords of the fee. Warranty by Q. and the heirs of Alice. D. gave 12½ marks.

[96.16.192b.]

Leaveland. Octave of St. Hilary [20 Jan. 1227/8.] Q. (pet.) John, Abbot of St. Bertin of Flandr' [at St. Omer]. D. Richard de Leveland ; advowson of the chapel of Leveland. Assize of Darrein Presentment. D. acknowledged the advowson to be the right of Q. and church and quitclaimed from himself and his heirs to Q., his successors and church. Q. received D. in all benefits which henceforth shall be made in his house of St. Bertin. [Endorsed.] And because it seemed to the Justices that Richard was under age they made inquisition by many knights of the county near, about his age, who all said that he was of full age.

[96.16.185.]

Wilmington [in Sellindge] ; **Ruttington Lane** [in Canterbury]. Same date. Q. (pet.) Richard s. of Roger. D. (ten.) Jocelin de Oye ; 60 ac. of land in Wilmington. Recognizance of Assize of Mort d'Ancestor. Q. quitclaimed from himself and his heirs to D. and his heirs. And for this D. granted for himself and his heirs that they will pay to Q. for life every year 40s. at Wilmington at Christmas and Nativity of St. John the Baptist. Clause of distress. And besides D. granted to Q. a messuage in the suburbs of Canterbury in the street called Trutinton by the house of Geoffrey le Porter to the east, to hold to Q. for life of D. and his heirs paying yearly 17d. at the same terms for all service, and D. and his heirs shall acquit Q. against the chief lords of the fee. After the death of Q., D. and his heirs shall be quit of the payment of the 40s. and the messuage shall revert to them quit of the heirs of Q.

[96.16.190.]

¹ This name now survives in Ores Farm.

Bekesbourne. Same date. Q. (pet.) William de Beck. D. (ten.) Richard de Beck; a moiety of 48 ac. of land in Lyvingeburne which Q. claimed as his reasonable part of the inheritance of William de Beck their father whose heirs they are. Q. quitclaimed from himself and his heirs all his right in the moiety to D. and his heirs. And for this D. granted to Q. 20s. of rent to be received yearly by Q. and his heirs by the hands of Henry de Bourne and his heirs of the tenement which the said Henry holds of D. in Lyvingeburne and by the hands of all other the tenants in future, to wit, at Mid-Lent and at Michaelmas, at the capital mess. of the said Henry in the said vill., saving to D. all other services. To hold to Q. and his heirs of D. and his heirs paying yearly at Easter 1 lb. of cummin. And moreover D. grants to Q. that he and his heirs may have pasture for 4 cows yearly in the pasture of D. in the said vill from Easter to Michaelmas, except the pasture of the garden of D. and his heirs which remains to them by this fine and if D. and his heirs do not wish to put their cows in the pasture nevertheless (*nichilominus*) it shall be lawful for Q. and his heirs to turn their cows in whenever they will without hindrance of D. and his heirs and if Henry or other tenants fail to pay the said sum, then D. and his heirs may distrain. Henry was present and acknowledged that he owed the said rent. Warranty by D. and his heirs of the rent and the pasture. [96.29.501.]

Shofford [in Maidstone]. Three weeks from St. Michael [20 Oct.] Q. Alan de Maydenston. D. William de Ditton by William de Shoford; a carucate of land in Shoford. Plea of Covenant. Q. acknowledged the land to be the right of D. and for this D. at the petition of Q. granted it to William de Shoford s. and h. of D. in free marriage with Margaret dau. of Q. To hold to William s. of D. and the said Margaret and the heirs of their bodies lawfully begotten of the chief lords of that fee and doing the services that belong to the chief lords. And further D. granted that he henceforth would not give, bequeath, sell, pledge or in any other way alienate the lands and tenements he had in Dyttton or elsewhere the day on which this concord was made or of those lands and tenements woods and gardens make waste or ruin so that after his death they should not remain to his s. William and the said Margaret and the heirs of their bodies to hold of the chief lords.

[96.29.502.]

31 HEN. III. 1246-7

Aperfield [in Cudham]. Octave of St. Hilary 31 Hen. III [20 Jan. 1246/7.] Q. Henry de Apeltrefeld and w. Beatrice. D. (imp.) David de Ponte Edulmi (Edenbridge) and w. Sabina; 10 ac. of land werland in Apeltrefeld. Plea of Warranty of Charter. D. acknowledged the land to be the right of Q. of the gift of D. To hold to Q. for both their lives of D. and the heirs of Sabina, paying yearly at the feast of SS. Peter and Paul a pair of white gloves or 1d. and doing royal service as much as belongs. After the deaths of Q. the heirs of Henry shall hold the land of D. and the heirs of Sabina by the same service. Warranty by D. and the heirs of Sabina. Q. gave 10 marks.

[96.29.507.]

Broomfield. Quindene of St. Hilary [27 Jan.] Q. (pet.) Silvester de Farleg and w. Maud. D. (ten.) Henry de Ho; a carucate of land in Bromfeld. Q. acknowledged the land to be the right of D. To hold to D. and his heirs of Q. and the heirs of Maud, paying yearly at Easter 4d. and doing services to the chief lords. Warranty by Q. and the heirs of Maud. D. gave 30s.

[96.29.512.]

Aylesford; Langley Hole [in Langley]; **Hylle**¹; **Ditton; Malling, East.** Three weeks from St. Hilary [3 Feb.] Q. (pet.) Gervase del Brock and John and Daniel his brs. D. (ten.) Robert del Brock and Richard and William his brs.; a moiety of 3 mess. and of 2 carucates of land in Aylesford, Langleeshole and Hylle, which Q. claimed as their reasonable part of the inheritance of William Balistar' uncle of D. and Q. whose heirs they are in the said vills. Q. quitclaimed from themselves and their heirs all their right in the said moiety and in all other lands and tenements which were of William Balistar' anywhere in England, to D. and their heirs. And for this D. quitclaimed from themselves and their heirs all their right in the moiety of all the lands and tenements which William father of D. and Q. held in Ditton, Aylesford and East Melinges the day on which this concord was made, to Q. and their heirs.

[96.29.511.]

Barham; Evegate [in Smeeth]; **Throcketon**²; **Chislet; Ore** [in Chislet]. Quindene of Easter [14 April 1247.] Q. Thomas

¹ Perhaps St. Margarets in Darent.² Probably Tokinton in Upchurch, cf. *P.N.K.*, 273.—F.W.H.

Upchurch. At Canterbury. Same date. Q. Dionisia de Rissindon by Nicholas de Rissindon. D. (imp.) Walter de Kynardel and w. Alice; 17 ac. of land, 31s. 7d. of rent, the third part of a mill and an ac. and a rod of wood in Uppechirche. Plea of Warranty of Charter. D. acknowledged the premises to be the right of Q. of the gift of D. To hold to Q. and her heirs of D. and the heirs of Alice, paying yearly at Michaelmas one mark and doing the services due to the chief lords. Warranty by D. and the heirs of Alice. And for this Q. granted to D. the capital messuage of Kersalton [Carshalton, Surrey] and 50 ac. of land in the same vill of which 20 ac. lie in the field called Oldefeld, 3½ ac. in the field called Holeden, 3 ac. in the field of Morden, 10 ac. lie in Ruwecroft and 3 ac., 1½ rods lie in Westcroft and 9½ ac. lie in the field called Suthfeld. To hold to D. and the heirs of the bodies of both of them of Q. and her heirs, paying yearly at Michaelmas 1d. and doing all services due to the chief lords. Warranty by Q. and her heirs. If no such heirs, remainder to the next heirs of Alice, quit of the other heirs of Walter.

[96.30.544.]

Malling, West; Malling, East. At Canterbury. Same date. Q. (pet.) Andrew le Tailur and Walter his br. and William s. of Stephen by Andrew. D. (ten.) Hugh de Stokes; a mess. and 2 ac. of land in Great Mallinge and 6 ac. of land in Est Mallinge. Q. acknowledged the premises to be the right of D. To hold to D. and his heirs of Q. and their heirs, paying yearly at Michaelmas ½d. to Andrew and his heirs, ½d. to Walter and his heirs and ½d. to William and his heirs and doing services due to the chief lords. Warranty by Q. and their heirs. D. gave 13 marks.

[96.30.545.]

Minster.¹ At Canterbury. Same date [6 Oct.] Q. (pet.) Henry s. of Swanulda. D. (ten.) William s. of Albin; 40 ac. of land in Menstre. Assize of Mort d'Ancestor. Q. quitclaimed from himself and his heirs all his right in the said land to D. and his heirs. D. gave a mark.

[96.30.547.]

Yalding; Nettlestead. At Canterbury. Same date. Q. Richard Buletel. D. (imp.) Godfrey Buletel; 14 ac. of land in Alding' and Nettlestede. Plea of Warranty of Charter. D. acknowledged the land to be the right of Q. of the gift of D. To

¹ No clue as to which Minster.

hold to Q. and the heirs of his body lawfully begotten by the wife to whom he is betrothed of D. and his heirs, paying yearly 2d. at the Invention of the Holy Cross and doing the services due to the chief lords. Warranty by D. and his heirs. Reversion to D. and his heirs quit of the other heirs of Q. And for this Q. granted to D. 13½ ac. of land in the same vill lying in the fields called Westfeld and Bekenesland. To hold to D. and the heirs of his body lawfully begotten by the wife to whom he is betrothed of Q. and his heirs paying yearly at Michaelmas 6s. Warranty by Q. and his heirs. Reversion to Q. and his heirs quit of the other heirs of D.

[96.31.551.]

Bishopsbourne. At Canterbury. Same date. Q. Luke de Hegham. D. (imp.) John Stede and w. Emma and Alured Stede and w. Beatrice; 9 ac. of land in Bissoppesburn.' Plea of Warranty of Charter. D. acknowledged the land to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and the heirs of Emma and Beatrice paying yearly at Michaelmas 4d. to John and Emma and the heirs of Emma, and 4d. to Alured and Beatrice and the heirs of Beatrice. Warranty by D. and the heirs of Emma and Beatrice. Q. gave 7 marks.

[96.31.553.]

Stockbury. At Canterbury. Same date [6 Oct.] Q. (pet.) Robert de Aubervill. D. (ten.) Henry de Sandwic' and w. Joan; a moiety of 160 ac. of land and of 12 ac. of wood in Stokinbyr'. D. acknowledged the said moiety to be the right of Q. and rendered it to him in the same court and quitclaimed from themselves and the heirs of Joan to Q. and his heirs. Q. gave a sore sparrow hawk.

[96.31.554.]

Walmer. At Canterbury. Same date. Q. Bertram de Crioll by Stephen de Bocland. D. (imp.) Henry s. of Simon de Sandwic and w. Joan; 11 ac. of land in Walemere. Plea of Warranty of Charter. D. acknowledged the land to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and the heirs of Joan, rendering yearly at Michaelmas a pair of gilt spurs or 6d. and doing there for the service of the fortieth part of a knight's fee. Warranty by D. and the heirs of Joan. Q. gave 10 marks.¹

[96.31.557.]

¹ Cf. 96.31.555 above, p. 207.

Newnham ; Monkton [in Newnham]¹. At Canterbury. Same date [20 Oct.] Q. Richard le Clerk. D. (imp.) Guy s. of Humfrey and w. Maud ; 5 ac. of land and 27½d. of rent in Neuham and Moneketon. Plea of Warranty of Charter. D. acknowledged the land to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and the heirs of Maud, paying yearly at Michaelmas 1d. and doing all other services due to the chief lords. Warranty by D. and the heirs of Maud. Q. gave 45s.

[96.32.584.]

Ruckinge. At Canterbury. Same date. Q. (pet.) John de Tanilonde. D. (ten.) William s. of Hamo de Hanningherst and Roger, Owen, John and Richard his brs. ; 5 ac. of land in Rokinges. Assize of Mort d'Ancestor. Q. quitclaimed for himself and his heirs all his right in the said land to D. and their heirs. D. gave one mark.

[96.32.587.]

Islingham [in Frindsbury]². At Canterbury. Same date. Q. Joan late the wife of Hugh de Tanit' (? Taniton). D. (imp.) Hugh de Westlingham ; 2 ac. of land and 10d. of rent in Westlingeham. Plea of Warranty of Charter. D. acknowledged the premises to be the right of Q. of the gift of D. To hold to Q. and her heirs of D. and his heirs, paying yearly at Michaelmas 2d. Warranty by D. and his heirs. Q. gave 40s.

[96.32.590.]

Bicknor. At Canterbury. Same date [20 Oct.] Q. Hubert la Veyle. D. (imp.) Mary Mauncel ; 220 ac. of land in Bykenor. Plea of Warranty of Charter. D. acknowledged the land to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and her heirs, rendering yearly at Easter 1 lb. of cummin or 2d. Warranty by D. and her heirs. And for this Q. granted the land to D., to hold to D. for life of the chief lords by services belonging and paying yearly at Christmas 1d. to Q. and his heirs, reversion to Q. and his heirs quit of the heirs of D. to hold of the chief lords by service due. [On dorse.] William de Fanecurt and w. Roesia and Baldewin s. of Luke Mauncel put in their claim.

[96.32.594.]

¹ Cf. *P.N.K.*, 287-8.

² The place is on the west side of the Medway. Cf. *B.C.S.*, 195, where it is "loco cuius vocabulum est Aeslingham, quae etiam jacet ad occidentalem partem fluminis Medwineam."

Bishopsbourne. At Canterbury. Same date. Q. (pet.) Henry de Burne. D. (ten.) Roger Achard and w. Sarra ; 8 ac. of land in Burne. D. acknowledged the land to be the right of Q. and for this Q. granted it to D. To hold to D. for the whole life of Sarra of Q. and his heirs, paying yearly at Easter 6d. and doing all services due to the chief lords, reversion to Q. and his heirs quit of Roger and the heirs of Sarra.

[96.32.596.]

Romney. At Canterbury. Same date. Q. (pet.) Thomas s. of William and w. Joan. D. (ten.) Thomas Humfrey ; 28s. of rent in Rumenal. Assize of Mort d'Ancestor. Q. quitclaimed from themselves and the heirs of Joan all their right in the said rent to D. and his heirs, as well as in all the lands and tenements which Baldewyn Preg, grandfather (*avus*) of Joan, whose heir she is, held the day on which he died in fee in England. And for this D. granted to Q. 20 ac. of land in Elderumenal, of which 3 are called Oxelese and 17 ac. formerly belonged to Nicholas Preg. To hold to Q. and the heirs of Joan of D. and his heirs, paying yearly 5s. 6d. at Christmas and the Nativity of St. John and doing royal service as much as belongs to so much land in that fee and in defending the said land in Wall and Waterways (*Wall' et Watergangis*) for all service, suit of court, custom and exaction.

[96.32.598.]

Selgrave [in Faversham]. At Canterbury. Same date [20 Oct.] Q. (pet.) William s. of Thurbert and w. Alice. D. (ten.) Henry de Silegrave ; 2 ac. of land in Silegrave. D. acknowledged the land to be the right of Alice. To hold to Q. and the heirs of Alice of the chief lords by services due. And for this Q. granted to D. an acre of the said land which lies in the field called Furaker towards the south, to hold to D. and his heirs of Q. and the heirs of Alice, paying yearly at Easter 1d. for all services accustomed. Warranty by Q. and the heirs of Alice.

[96.32.600.]

Frindsbury. At Canterbury. Same date. Q. (pet.) Robert s. of William and Jollan, John, Geoffrey, Ralph and William brs. of Robert by Jollan. D. (ten.) Henry Talebot ; 40 ac. of land in Frendesbyr'. Q. quitclaimed from themselves and their heirs all their right in the said land to D. and his heirs. D. gave 25 marks.

[97.33.602.]

Halstead. Same date. Q. (pet.) Alice de Helles. D. (ten.) Walter s. of Robert ; 20 ac. of land in Halsted. D. acknowledged the land to be the right of Q. and for this Q. granted it to D. To hold to D. and his heirs of Q. and her heirs, paying yearly at the feast of St. Thomas the Apostle 13d. and doing services to the chief lords. D. gave 5 marks.

[97.36.700.]

Denstead [in Chartham]. Quindene of St. John the Baptist [8 July.] Q. (pet.) Ralph s. of Thomas de Denstede. D. (ten.) Luke s. of Thomas ; half a mess., a carucate of land and 8 marks of rent in Densted, which Q. claimed as his reasonable part of the inheritance of the said Thomas father of Ralph and Luke. Q. acknowledged the premises to be the right of D. to hold to D. and his heirs of the chief lords doing their service. And for this D. granted to Q. a certain wood in the said vill which is called Le Herst and besides the homage and all the service of Henry Boydin and William Cristemasse for two mess. in the said vill which lie next the said wood to the west. To hold to Q. and his heirs of the chief lords doing service thereto belonging. And moreover D. for himself and his heirs granted that they henceforth would pay 2 marks a year at Densted, at Michaelmas and Easter, to Q. for his life. Clause of distress in the manor of Densted. And after the death of Q. they were to be quit of the payment.

[97.37.711.]

Eynsford ; Farningham. Octave of St. Michael [6 Oct.] Q. Roger de Legh. D. Roger de Northwode and w. Bonefil ; 4 marks of rent in Eynsford and Frenningham. Plea of Covenant. D. quitclaimed from themselves and the heirs of Bonefil all their right in the said rent to Q. and his heirs. Q. gave 4 marks.

[97.37.703.]

Canterbury. Same date. Q. Brother John, Prior of the Friars Preachers of Canterbury. D. (imp.) John de Stokwell ; 115 feet of land in length and 50 feet in breadth in Canterbury. Plea of Warranty of Charter. D. acknowledged the land to be the right of Q. and the said Friars of the gift of D. To hold to Q., his successors and the said Friars in frankalmoign quit of all secular service and exaction. Warranty by D. and his heirs. Q. received D. and his heirs in all the benefits and prayers which henceforth shall be made in his house at Canterbury.

[97.37.705.]

Rochester. Quindene of St. Michael [13 Oct.] Q. Richard de Grean and w. Julia. D. (imp.) Gilbert Honnwyne and w. Emma ; a mess. in Roucestre. Plea of Warranty of Charter. D. acknowledged the mess. to be the right of Julia which Q. have of the gift of D. To hold to Q. and the heirs of the body of Julia, of D. and the heirs of Emma, paying yearly at Easter 1d. and doing services to the chief lords. Warranty by D. and the heirs of Emma. And if Julia die without an heir of her body after the deaths of Q., reversion to D. and the heirs of Emma, quit. Q. gave a sore sparrow hawk.

[97.37.704.]

Oare. Quindene of St. Michael [13 Oct.] Q. Brother Elyas de Smereton, Prior of the Hospital of St. John of Jerusalem in England, by Brother William de Horsleye. D. Reginald de Cornholl [*sic*] by Ralph de Derby ; the Manor of Ores. Plea of Covenant. D. acknowledged the manor to be the right of Q. and the brethren of the said Hospital and rendered it to them in the same court and quitclaimed from himself and his heirs to Q. and his successors and the brethren. And for this Q. gave D. 100 marks. Roger, Master of the Hospital of Osprenges, was present who held the said manor the day on which this concord was made and agreed that he held nothing in the said manor but a term from Michaelmas of the present year (38 Hen. III.) for fourteen years next following to be completed.

[97.37.708.]

Bishopsbourne.¹ Same date. Q. Henry s. of Gilbert. D. Henry de Burne and w. Lucy ; a mess. and 40 ac. of land in Burne.¹ Plea of Covenant. D. acknowledged the premises with app. as in desmesnes, homages, services of free men, rents, woods, meadows, pastures, mills and all else belonging to be the right of Q. and for this Q. granted them to D. To hold to D. and the heirs of Henry of Q. and his heirs, paying yearly at Easter 1d. and doing services to the chief lords : if Henry de Burne die in the life-time of Lucy, she shall hold the premises for the remainder of her life of Q. and his heirs by the said service. Remainder after the deaths of D. to the heirs of Henry de Burne to hold as above.

[97.37.709.]

Sutton-at-Hone. Same date. Q. Aymon, Prior of Bermundesheye. D. (imp.) William de Locolte ; 9 ac. of land, $\frac{3}{4}$ ac. of

¹ Or possibly Bekesbourne.

of Warranty of Charter. D. acknowledged the premises to be the right of Q. of the gift of D. and for this Q. granted the said mess. to D. To hold to D. for life of Q. and his heirs, paying yearly at Easter 12d. Warranty by Q. and his heirs. Reversion of the said messuage to Q. and his heirs to hold together with the said land of the chief lords for the services thereto belonging. [97.38.745.]

Hartlip. At Canterbury. Same date. Q. Adam le Ceu of Hertlepe. D. (imp.) Jordan de la Gare of Hertlepe and w. Cecily; 4 ac. of land, $\frac{1}{4}$ ac. land, 5d. of rent and rent of a hen in Hertlepe. Plea of Warranty of Charter. D. acknowledged the premises to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and the heirs of Cecily, paying yearly 13d., at Michaelmas and Easter. Warranty by D. and the heirs of Cecily. Q. gave 13 marks. [97.39.753.]

Harrietsham. At Canterbury. Same date. Q. (pet.) William de Vyane. D. (ten.) Roger s. of Ralph de Musewell; 10 ac. of land, the moiety of a mill, a rod of meadow, a rod of wood and 20s. of rent in Harrietsham. Q. (pet.) the same. D^l. (ten.) Gilbert s. of Ralph; a similar property in the same vill. Q. quitclaimed from himself and his heirs all his right in the said premises to D. and D^l. and their heirs. D. and D^l. gave 100s. [97.39.759.]

Borstal [in Rochester]; **Woldham, Little.** At Canterbury. Same date. Q. Robert de Woldham. D. Philip de Hofspenges; 19 ac. of land in Burstall and Little Woldham. Plea of Warranty of Charter. D. acknowledged the land to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and his heirs, paying yearly at Michaelmas Id. and doing services to the chief lords. Warranty by D. and his heirs. Q. gave 10 li. [97.39.767.]

Beckenham. At Canterbury. Same date. Q. John Malemens [*sic*]. D. (imp.) Henry Malemenis [*sic*]; the fourth part of a knight's fee in Bechenham. Plea of Warranty of Charter. D. acknowledged the fee to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and his heirs, doing all the service which belongs to the said fourth part. Warranty by D. and his heirs. Q. gave a sore sparrow hawk. [97.39.769.]

Wye. At Canterbury. Same date. Q. Ralph, Abbot of Battle by Ralph de Greston. D. (imp.) Richard Hacun and w. Dionisia; $2\frac{1}{2}$ ac. of meadow in Wy. Plea of Warranty of Charter. D. acknowledged the meadow to be the right of Q. and his church of the gift of D. To hold to Q., his successors and church of D. and the heirs of Dionisia in frankalmoign. Warranty by D. and the heirs of Dionisia. Q. received D. into all the benefits and prayers which henceforth were to be made in his church for ever. [97.39.770.]

Newington (near Sittingbourne); **Hartlip.** At Canterbury. Same date. Q. Stephen de Oftun. D. (imp.) Godin le Vineter and w. Margery; 3 ac. of land, $\frac{3}{4}$ ac. of land, and 20d. of rent and rent of 2 hens and 9 eggs in Neuton and Hertlepe. Plea of Warranty of Charter. D. acknowledged the premises to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and the heirs of Margery, paying yearly at Michaelmas Id. and doing services to the chief lords. Warranty by D. and the heirs of Margery. Q. gave 10 marks. [97.39.771.]

St. Clement, vill of [in Old Romney]. At Canterbury. Same date. Q. (pet.) Celestria late the w. of Gerard s. of Laurence. D. (ten.) Ralph de Bikenden and w. Mary; $9\frac{1}{2}$ ac. of land in the vill of St. Clement. D. acknowledged the land to be the right of Q. and rendered it to her in court and quitclaimed from themselves and the heirs of Mary to Q. and her heirs. Q. gave 40s. [97.39.772.]

Borden. At Canterbury. [Term omitted: probably as above, *i.e.* 25 June.] Q. Stephen de Hofton.¹ D. (imp.) William de Stamele and w. Alice; $1\frac{1}{4}$ ac. of land in Bordon. Plea of Warranty of Charter. D. acknowledged the land to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and the heirs of Alice, rendering yearly 8d. at Michaelmas and Easter. Warranty by D. and the heirs of Alice. Q. gave 40s. [97.39.773.]

Patricxbourne. At Canterbury. Same date [25 June 1254.] Q. Henry Thalebot. D. Symon Dere and w. Isolda; 5 ac. of land in Patricxbourne. Plea of Covenant. E. acknowledged the land

¹ ? Oftun, *cf.* [97.39.771.]

to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and the heirs of Isolda, paying yearly 2s., at Christmas and the Nativity of St. John the Baptist and doing foreign service. Warranty by D. and the heirs of Isolda. Q. gave 2 marks.

[97.39.774.]

Tatnam [in Dymchurch]; **Orgarswick**. At Canterbury. Same date. Q. (pet.) Mabel late the w. of William de Thatenhamme. D. (ten.) John Colebrand; a third part of 38 ac. of land in Thatenhamme and Odgaeswik, which Q. claimed as her reasonable dower of the free tenement which was of William her late husband. Q. quitclaimed all her right in the name of dower to D. and his heirs. And for this D. granted for himself and his heirs that henceforth they would pay to Q. for her life yearly at the Nativity of St. John the Baptist, a mark, and after the death of Q. they were to be quit.

[97.40.779.]

Matfield [in Brenchley]¹; **Winbridge** [in Lamberhurst]²; **Eftelrigge** [in or near Lamberhurst]³; **Lindridge** [in Lamberhurst]. At Canterbury. Octave of St. John the Baptist [1 July.] Q. John, Abbot of Begeham. D. (imp.) Bartholomew de Woteringebr'; the seventh part of a knight's fee in Matefeld, Wymbregg', Eftelrigge and Lindridge. Plea of Warranty of Charter. D. acknowledged the fee to be the right of Q. and his church. To hold to Q., his successors and church of D. and his heirs in frankalmoign. Warranty by D. and his heirs. Q. received D. into all the benefits and prayers which henceforth should be made in his church for ever.⁴ [Endorsed] Warin de Monte Caniso put in his claim.

[97.38.732.]

Sundridge. At Canterbury. Same date. Q. Henry s. of Henry. D. (imp.) Henry de Appeltrefeld and w. Leticia; a third part of the manor of Sunderesse. Plea of Warranty of Charter. D. acknowledged the third part to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and the heirs of Leticia, paying yearly to D. for their lives 12 marks at

¹ P.N.K., 193.² P.N.K., 202.³ Cf. Epperege in *Kentish Place Names*, 69, and its possible identification with Tipperidge (lost) in Hasted, II, 359, a manor in Pembury, a parish adjacent to Brenchley.⁴ Apparently his heirs were not included, as seems usually the case.

Michaelmas and Easter, and after their deaths to the heirs of Leticia 1d. at Easter and doing services due to the chief lords. Warranty by D. and the heirs of Leticia. Q. gave a sore sparrow hawk. After the deaths of D., Q. and his heirs were to be quit of the payment of the said 12 marks.

[97.38.746.]

Canterbury, Suburbs of. At Canterbury. Same date. Q. John s. of Philip Terri. D. (imp.) Nicholas le Teynturer and w. Mary; 4 ac. of land in the suburbs of Canterbury. Plea of Warranty of Charter. D. acknowledged the land to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and the heirs of Mary, paying yearly at Michaelmas 1d. and doing services to the chief lords. Warranty by D. and the heirs of Mary. Q. gave 6 marks.

[97.38.748.]

Upchurch; Rainham; Hartlip. At Canterbury. Same date. Q. Paulinus Perdriz. D. (imp.) Maud de Cornhille; 30 ac. of land in Hupcherche, Renham and Hertlepe. Plea of Warranty of Charter. D. acknowledged the land to be the right of Q. of the gift of D. To hold to Q. and the heirs of his body of D. and her heirs, paying during the life of D. 100s. yearly, at Michaelmas and Easter, and after the death of D. to her heirs yearly at Easter 1d. and doing services to the chief lords. Warranty by D. and her heirs. Remainder to Willelma sis. of Q. and the heirs of her body to hold as above. Reversion to D. and her heirs, quit. After the death of D., Q. and Willelma shall be quit of the payment of 100s. [Endorsed.] Roger de Northwod put in his claim.

[97.39.768.]

Canterbury and Suburbs. At Canterbury. Same date. Q. Thomas de Beri. D. (imp.) Cristian de Kantuar and w. Beatrice; 6 shops [*schoppis*] and 3 ac. of land in Canterbury and the suburbs of Canterbury. Plea of Warranty of Charter. D. acknowledged the premises to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and the heirs of Beatrice, paying yearly at Michaelmas 2d. and doing services to the chief lords. Warranty by D. and the heirs of Beatrice. Q. gave 26 marks.

[97.40.782.]

Burmarsh. At Canterbury. Same date. Q. Hamo Pitte. D. (imp.) Richard de Greley and w. Cecily; 12 ac. of land, and

clove gillyflower at the messuage of Q. in Rumenhal and doing services to the chief lords. Warranty by D. and the heirs of Hawisia. Q. gave 2½ marks.

[97.41.811.]

Greenwich; Eltham. Same date. Q. Richard, Abbot of Westminster. D. Giles de Grenewic'; concerning this that D. should acquit Q. of the service which Richard de Clare, Earl of Gloucester and Hertford exacted from Q. for the free tenement he holds of D. in Grenewic'. Q. complained that by default of D., Q. was distrained to do suit at the court of the said Earl at Eltham from three weeks to three weeks of which D. who is mesne between them ought to acquit Q.¹ D. has granted for himself and his heirs that they henceforth will acquit and defend Q. and his successors against the said Earl and his heirs of the said suits and all other custom and service which belong to the said tenement. And for this Q. quitclaimed from himself to D. all damages.

[97.41.815.]

Wateringbury. Octave of the Holy Trinity [10 June.] Q. William de Molendino. D. (imp.) Bartholomew de Otryngebyr'; a messuage, 10 ac. of land and the moiety of a mill in Otryngebyr'. Plea of Warranty of Charter. D. acknowledged the premises to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and his heirs, paying yearly at Easter Id. and doing for a scutage of 40s., 2s. and for more, more, and for less, less. Warranty by D. and his heirs. Q. gave 20s.

[97.41.816.]

Malling. Quindene of the Holy Trinity [17 June.] Q. Walter s. of John. D. (imp.) William de Middleton and w. Ann; 15 ac. of land in Mallinges. Plea of Warranty of Charter. D. acknowledged the land to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and the heirs of Ann, rendering yearly at Easter 5 grains of pepper (*grana piperis*) and doing services to the chief lords. Warranty by D. and the heirs of Ann. Q. gave 15 marks. [*On dorse.*] *Md. quod de nota Cyr' recepi ijs.*

[97.41.713.]

Hunton.² Same date. Q. Nicholas, Prior of the Holy Trinity, Canterbury by John Pykenot his monk. D. Niel olas

¹ Above, p. 188 [96.29.503].² *P.N.K.*, 160.

de Lenham; concerning an annual rent of 6 li. due out of the manor of Huntington. Plea of *finis facti*. D. granted for himself and his heirs that for the future they will pay yearly to Q., his successors and church 6 li. at the Nativity of St. John the Baptist in the Treasury of Q. at Canterbury. For this Q. quitclaimed for himself and his church all damages unto the day on which this concord was made. Clause of distress if D., his heirs or any one else in possession of the said manor should be in arrears.

[97.41.814.]

Chaldane [in Canterbury¹]. Morrow of St. John the Baptist [25 June.] Q. William le Brazur. D. (imp.) Simon Derote and w. Isolda; 4 ac. of land in Chaldene. Plea of Warranty of Charter. D. acknowledged the land to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and the heirs of Isolda, paying yearly at the Nativity of St. John the Baptist 4d. and doing royal service as much as belongs to so much land of the same fee in the same vill for all secular service, suit of court, custom and exaction. Warranty by D. and the heirs of Isolda. Q. gave 5 marks.

[97.41.810.]

Patribourne. Same date. Q. William le Brazur. D. (imp.) Walter de Culverden and w. Blanche; 6 ac. of land in Paterykesburn. Plea of Warranty of Charter. D. acknowledged the land to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and the heirs of Blanche, paying yearly at Michaelmas 3d. and doing royal service as much as belongs to so much land in the same vill for all secular service, suit of court, custom and exaction. Warranty by D. and the heirs of Blanche. Q. gave 24 marks.

[97.41.812.]

Tenterden. Three weeks from St. Michael [20 Oct.] Q. Roger de Gatesden.² D. Ralph de Corincote and w. Edith; 5 ac. of land and 3 ac. of wood in Tenterden [*sic*]. Plea of Covenant. D. acknowledged the said tenement, together with

¹ *Cf. Arch. Cant.*, XIII, 320; XX, 169.² In the document itself the phrase referring to the parties runs thus: *inter Rogerum de Gatesden querentem per Radulphum de Corincote et Editham uxorem eius deforciantes*. It could be that the name of the attorney appearing for Roger has been omitted, or the name of Edith's husband or that there was no attorney and *per* should read *et*.

chief lords. Warranty by D. and the heirs of Maud. Q. gave 5 marks.

[97.43.856.]

Canterbury, Suburb of. Same date. Q. Richard s. of Robert de Viner. D. (imp.) Peter s. of John de Pukleston and w. Cristiana; a mess. in the suburbs of Canterbury. Plea of Warranty of Charter. D. acknowledged the mess. to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and the heirs of Cristiana, paying yearly at Christmas one half-penny and doing services to the chief lords. Warranty by D. and the heirs of Cristiana. Q. gave 5 marks.

[97.43.859.]

Orpington. Same date. Q. William de Hokynden. D. (imp.) Walter de Hokynden and w. Maud; a mess. and 24 ac. of land in Orpinton. Plea of Warranty of Charter. D. acknowledged the premises to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and the heirs of Maud, paying yearly 5s. 6d., at the Nativity of St. John the Baptist, Michaelmas and Mid-Lent. Warranty by D. and the heirs of Maud. And for this Q. at the instance of D. has granted the premises to Richard s. of Roger de Hornum and w. Agnes to hold to them and the heirs of the body of both Roger and Agnes of Q. and his heirs, paying yearly 6s. at Easter and Michaelmas. Reversion to Q. and his heirs quit of the other heirs of the said Richard and Agnes.

[97.43.860.]

Bekesbourne.¹ Same date. Q. William le Brewere. D. (imp.) Alan de Bruere and w. Gunnora; 7 ac. of land in Lyvingsburn.¹ Plea of Warranty of Charter. D. acknowledged the land to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and the heirs of Gunnora, paying yearly at Michaelmas 1d. and doing services to the chief lords. Warranty by D. and the heirs of Gunnora. Q. gave a sore sparrow hawk.

[97.43.861.]

Chislehurst; Cray, St. Paul's. Same date. Q. William de Hokenden. D. (imp.) Thomas s. of John de Melinges; a carucate of land in Chislehurst and Craye Paulin. Plea of Warranty of Charter. D. acknowledged the land to be the right of Q. of the

¹ P.N.K., 541.

gift of D. And for this Q. has granted it to D. and w. Alice, to hold to them for both their lives of Q. and his heirs, paying yearly at Easter 1 lb. of pepper and doing services to the chief lords. Remainder to John s. of D. and the heirs of his body to hold as above. If John die without such heirs in the life time of his br. William, remainder to William and the heirs of his body to hold as above, remainder to the other heirs of D. and Alice to hold as above. Q. gave a sore sparrow hawk.

[97.43.864.]

Margate. Same date. Q. Alan s. of Henry. D. (imp.) Osbert le Teynterer and w. Godelefa; 7 ac. of land in Mergate. Plea of Warranty of Charter. D. acknowledged the land to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and the heirs of Godelefa, paying yearly at Easter one half-penny and doing services to the chief lords. Warranty by D. and the heirs of Godelefa. Q. gave 10 marks.

[97.43.866.]

Sibertswold. Octave of the Holy Trinity [15 June.] Q. Henry de Wengham. D. (imp.) Symon de Halle; 120 ac. of land in Sibertewald. Plea of Warranty of Charter. D. has acknowledged the land to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and his heirs, paying yearly at Easter one half-penny and to the prior of St. Martin's, Dover, his successors and church for D. and his heirs 3ls. 5d. yearly, at the Nativity of St. John the Baptist, St. Martin, the Purification of the Blessed Mary and Mid-Lent. Warranty by D. and his heirs. Q. gave 120 marks.

[97.42.849.]

Cowden. Quindene of the Holy Trinity [22 June.] Q. Geoffrey de Engleterre. D. (imp.) William de Serne; a mess. and 2 virgates of land in Kudenne. Plea of Warranty of Charter. D. acknowledged the premises to be the right of Q. of the gift of D. and for this Q. granted them to D. To hold to D. for life of Q. and his heirs paying yearly 2 marks, at Christmas and the Nativity of St. John the Baptist. After the death of D. reversion to Q. and his heirs quit of the heirs of D. to hold of the heirs of D., paying yearly at Easter 1d. and doing services to the chief lords. Warranty by the heirs of D.

[97.42.845.]

Minster [in Thanet]. Month from Easter [7 May 1262.] Q. (pet.) Luke Harlewyne, Bartholomew Harlewyne and Godfrey his b. by Bartholomew for the others. D. (ten.) Henry de la Flete; 5 ac. of land in Menstre. Recognizance of the Grand Assize. D. acknowledged the land to be the right of Q. and rendered it to him in court and quitclaimed from himself and his heirs to Q. and their heirs. Q. gave 60s.

[97.45.919.]

Ham. Octave of the Holy Trinity [11 June.] Q. William Cokyn. D. (imp.) Geoffrey de Hamme and w. Margery; 6 ac. of land in Hamme. Plea of Warranty of Charter. D. acknowledged the land to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and the heirs of Margery, paying yearly 6d. (half at Michaelmas, and the feast of the Blessed Mary in March). Warranty by D. and the heirs of Margery. Q. gave a mark.

[97.45.917.]

Bridge. Same date. Q. Ralph s. of Gervase de Kenewysburn. D. (imp.) Walter Troue and w. Blanche; a mess., 6 ac. of land, 4 ac. of wood, 13s. of rent and rent of 10 hens in Brigges. Plea of Warranty of Charter. D. acknowledged the premises to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and the heirs of Blanche, paying yearly half pound of cummin at Easter and doing service to the chief lords. Warranty by D. and the heirs of Blanche. Q. gave a sore sparrow hawk.

[97.45.922.]

Milsted. Quindene of the Holy Trinity [18 June.] Q. Bartholomew s. of Robert de Hegham and John and Robert his bb. D. (imp.) Thomas s. of Richard and w. Avice; 16 ac. of land, 6 ac. of wood, 4s. of rent and rent of 10 hens and $\frac{1}{3}$ rd of a mess. in Milstede. Plea of Warranty of Charter. D. acknowledged the premises to be the right of Q. of the gift of D. To hold to Q. and their heirs of D. and the heirs of Avice, paying yearly 1d. at Easter and doing service to the chief lords. Warranty by D. and the heirs of Avice. Q. gave a sore sparrow hawk.

[97.45.921.]

Doddington. Octave of St. John the Baptist [1 July.] Q. Hugh Plot. D. (imp.) Adam le Seriaunt and w. Elena; 3 ac.

1 rod of land, a rod of wood and 2s. of rent in Doddington. Plea of Warranty of Charter. D. acknowledged the premises to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and the heirs of Elena, paying yearly 1d. at Easter and doing service to the chief lords. Warranty by D. and the heirs of Elena. Q. gave 20s.

[97.45.920.]

Kingston. Quindene of St. John the Baptist [8 July.] Q. John Dygges. D. (imp.) Henry s. of William de Crokserd and w. Emma; 20 ac. of land in Kyngeston.¹ Plea of Warranty of Charter. D. acknowledged the land to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and the heirs of Emma, paying yearly at Michaelmas one farthing, and doing service to the chief lords. Warranty by D. and the heirs of Emma. Q. gave 10 marks.

[97.45.918.]

47 HEN. III. 1262-3

Canterbury. Canterbury. Octave of St. Martin [18 Nov., 1262]. Q. Osbert de Elham and w. Cristiana. D. (imp.) Elyas le Cutiller and w. Loretta; a mess. in Canterbury. Plea of Warranty of Charter. D. acknowledged the mess. to be the right of Q. of the gift of D. To hold to Q. and their heirs of D. and the heirs of Loretta, paying yearly at Easter 1d. and doing service to the chief lords. Warranty by D. and the heirs of Loretta. Q. gave half a mark.

[97.46.929.]

Northfleet. Canterbury. Same date. Q. (pet.) John de Evering and w. Eleanor. D. (ten.) Geoffrey de Saxinghurst, a mess., 29 ac. of land and 10 ac. of pasture in Nortflete. Q. acknowledged the premises to be the right of D. and quitclaimed from themselves and the heirs of Eleanor to D. and his heirs. D. gave 10 marks.

[97.46.930.]

Brenzett; Warehorne. Canterbury. Same date. Q. (pet.) Thomas de Sumerfeld and w. Eglentina. D. (ten.) Nicholas de

¹ This may be the parish of Kingston, Kinghamford Hundred, but it is uncertain, according to Dr. F. W. Hardman.

Popeshall, Newsale [in Coldred]. At Canterbury. Same date. Q. (pet.) Thomas s. of Henry de Hugham and Bertram, Joseph and John his brs. D. (ten.) William s. of William de Orlanston; a mess. and 34 ac. of land in Popeshal. And between Q. (pet.) the same. D. the same, whom the abbot of Langedon vouched to warranty and who warranted to him 78 ac. of land in Popeshal and Newsale. Q. acknowledged the premises to be the right of D. To hold to D. and his heirs of Q. and their heirs, paying yearly at Easter Id. Warranty by Q. and their heirs. D. gave 22 marks.

[97.47.971.]

Canterbury. At Canterbury. Same date. Q. Master Robert Scot and w. Dionisia. D. (imp.) Stephen s. of Normauny and w. Eleanor; a mess. in Canterbury. Plea of Warranty of Charter. D. acknowledged the mess. to be the right of Q. of the gift of D. To hold to Q. and their heirs of D. and their heirs, paying yearly at Easter Id. and doing service to the chief lords. Warranty by D. and their heirs. Q. gave a sore sparrow hawk.

[97.47.972.]

Lynsted; Teynham. At Canterbury. Same date. Q. Robert s. of William and Thomas s. of William de Scherstede. D. Walter s. of William; 5s. of arrears of an annual rent of 10s. 2 $\frac{3}{4}$ d. which D. owed to Q. D. granted for himself and his heirs that they would henceforth pay yearly to Q. and their heirs 10s. 2 $\frac{3}{4}$ d. for all that tenement which fell to D. of the inheritance of William de Scherstede the father of D. and Q. who are his heirs in Linstede and Tenham at four terms (Christmas, Nativity of St. John the Baptist and Michaelmas 30d., Easter 32 $\frac{3}{4}$ d.) by their hand, or by those who hereafter shall hold the premises. Clause of distress. Q. quitclaimed from themselves and their heirs all the arrears and damages unto the day on which this concord was made.

[97.47.973.]

Canterbury, Suburbs of. At Canterbury. Same date [25 Nov.]. Q. Simon Stantfast and w. Cecily; D. (imp.) Alan s. of Gilbert le Mazun and w. Cecily; a mess. in the suburbs of Canterbury. Plea of Warranty of Charter. D. acknowledged the mess. to be the right of Q. of the gift of D. To hold to Q. and their heirs of D. and the heirs of Cecily, paying yearly at Michaelmas Id. and doing service to the chief lords. Warranty by D. and the heirs of Cecily. Q. gave 100s.

[97.48.989.]

Capeness [in Snavel]¹. At Canterbury. Same date. Q. (pet.) Nicholas de la Nasse. D. (ten.) Robert Paulin and w. Joan, by Mathew de Horne for Joan; a mess. and the moiety of 140 ac. of land in Copeness. Q. acknowledged the mess. and the moiety of all the said land as well within the walls made against the inundation of the sea as beyond, without any retainment, as the right of D. and quitclaimed from himself and his heirs to D. and their heirs. D. gave 20 marks.

[97.48.993.]

Sarre. At Canterbury. Same date. Q. (pet.) Alexander le Marescal and w. Juliana. D. (ten.) Hugh s. of Simon de Cerres and Estrilda his mother; a mess. in Cerres. Q. acknowledged the mess. to be the right of D. and quitclaimed from themselves and the heirs of Juliana to D. and their heirs. D. gave 4 marks.

[97.48.996.]

Bridge; Canterbury, Suburbs of. At Canterbury. Same date. Q. (pet.) Adam Snegg'. D. (ten.) William, Master of the Hospital of Priests of St. Mary of Canterbury; 16 $\frac{1}{2}$ ac. of land in Brigge and the suburbs of Canterbury. Assize of Mort d'Ancestor. Q. acknowledged the land to be the right of D., his brethren and church of the blessed Mary of Canterbury and quitclaimed from himself and his heirs to D., his successors, brethren, and church. D. gave a mark.

[98.49.1003.]

Penshurst; Chiddingstone. At Canterbury. Three weeks from St. Martin [2 Dec.]. Q. Robert de Werehorn. D. (imp.) William del Parkes and w. Isolda; a mess. and 21 ac. of land in Penshurst and Chetingeston². Plea of Warranty of Charter. D. acknowledged the premises to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and the heirs of Isolda, paying yearly 2d. at the Epiphany and doing services to the chief lords. Warranty by D. and the heirs of Isolda. Q. gave 13 marks.

[97.46.931.]

Eastry. At Canterbury. Same date. Q. Samuel de Estryh. D. (imp.) Roger s. of John le Chapeleyn and w. Hodierna; 1 $\frac{1}{2}$ rod of land in Estryh. Plea of Warranty of Charter. D. acknowledged the land to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and the heirs of Hodierna, paying

¹ See above, p. 319, n.2.² P.N.K., 77.

alienate or make waste, sell or impoverish the aforesaid tenement whereby at his death the property shall not revert wholly to Q. and his heirs.

[98.51.1062.]

Ash [near Sandwich]. At Rochester. Same date. Q. (pet.) Andrew de Molaunde and w. Maud and Ydonea de la Forde. D. (ten.) Thomas de Sandwyco; two parts of a mess. and 3½ ac. of land in Asche. Q. acknowledged the premises to be the right of D. and quitclaimed from themselves and the heirs of Maud and Ydonea to D. and his heirs. D. gave 5 marks.

[98.51.1063.]

Capel [near Hadlow]. At Tonbridge. Same date. Q. John s. of Richard de Scharendenn. D. Belisenta¹ d. of John de Pekham; a mess. and 40 ac. of land in La Chapele. Plea of Covenant. D. acknowledged the premises, to wit, all that which D. had of the gift of Richard de Scharndenn, father of Q., to be the right of Q. and rendered it to him in court. And for this Q. granted to D. the mess. and half the land. To hold to D. and the heirs of her body of Q. and his heirs, paying yearly at Michaelmas 1d. and doing service to the chief lords. Warranty by Q. and his heirs. Reversion to Q. and his heirs quit of the other heirs of D.

[98.51.1070.]

Snodland. At Rochester. Same date. Q. William Potyn. D. (imp.) Robert s. of Benedict Hemer' and w. Eleanor; a mess. and 5 ac. of land in Snodylond. Plea of Warranty of Charter. D. acknowledged the premises to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and the heirs of Eleanor, paying yearly 8d. (half at Michaelmas and Easter) and doing service to the chief lords. Warranty by D. and the heirs of Eleanor. Q. gave 5 marks.

[98.52.1081.]

Hadlow. At Tonbridge. Same date [8 July]. Q. Isabel d. of William Le Bolur. D. William de Brampton; 2 mess. and 8 ac. of land in Haudlou. Plea of Covenant. D. acknowledged the premises to be the right of Q. To hold to Q. for her life of D. and his heirs, paying yearly 1d. at Michaelmas for all service, suit of court, custom and exaction. Warranty by D. and his heirs. Remainder to William s. of William de Brampton and Peter, John, Giles, Thomas and John ss. of Q. and their heirs,

¹ Melisenta in one instance.

to hold of D. and his heirs, paying yearly at Christmas 6 grains of pepper. Warranty by D. and his heirs. And Q. shall not give, sell, pledge or in any way alienate nor make waste, or impoverish the premises whereby after her death they shall not remain wholly to the said William, Peter, John, Giles, Thomas, John and their heirs. Q. gave a sore sparrow hawk.

[98.52.1088.]

Bridge. At Rochester. Same date. Q. (pet.) Nigel de Thurkyng' and w. Cristine. D. (ten.) Ralph de Brigg, clerk; 2 mess., 4 ac. of land and the moiety of a mill in Brigg. Q. acknowledged the premises to be the right of D. and quitclaimed them from themselves and the heirs of Cristine to D. and his heirs. D. gave 20s.

[98.52.1099.]

Shipbourne.¹ At Tonbridge. Same date. Q. Adam de Bavent. D. John de Sey; concerning complaint by Q. that D. wasted the woods which he held by the law of England of the inheritance of Q. in Schyburne to the disinheritance of Q. D. granted that he would not make waste, sell or impoverish the said woods, saving only to himself the reasonable estovers as in husebote and heybote and this by view of four honest and legal men by the agreement of Q. and D. and the heirs of Q. to be chosen from the vill of Schyburn. And for this Q. for himself and his heirs quitclaimed to D. and his heirs all damages which he said he had had in the premises unto the day on which this concord was made.

[98.53.1101.]

Throwley. At Rochester. Same date. Q. Luke de la Porte. D. Thomas de Schortewode; a mess., 35 ac. of land, 1 ac. of wood and 3s. 8d. of rent in Thrulegh. Plea of Covenant. D. acknowledged the premises to be the right of Q. of the gift of D. and for this Q. granted them to D. and Mabel his wife. To hold to them for their lives of Q. and his heirs, paying yearly at Michaelmas a mark and 12d. for a candle upon the altar of the blessed Mary in the church of Thrulegh for all service (etc.) and doing service to the chief lords. Warranty by Q. and his heirs. Reversion to Q. and his heirs quit of the heirs of Thomas and Mabel. D. shall not give, sell, waste [&c.] whereby the premises may not after their deaths revert wholly to Q.

[98.55.1156.]

¹ P.N.K., 154.

Warehorne. At Rochester. Three weeks from St. John the Baptist [15 July.] Q. Roger de Leyburn. D. (imp.) Ralph de Berners and Hamo de Gatton ; the manor of Werehorn and the advowson of the church of the said manor. Plea of Warranty of Charter. D. acknowledged the premises with appurtenances as in demesnes, services [etc.] to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and their heirs, paying yearly at the Nativity of St. John the Baptist a rose for all service [etc.] and doing service to the chief lords. Warranty by D. and their heirs. Q. gave 350 marks.

[98.55.1158.]

56 HEN. III. 1271-2

Bridge Pit ; Blackmansbury ; Kenewesborne [all in Bridge].¹ Quindene of St. Martin 56 Hen. III [25 Nov. 1271.] Q. Roger, Abbot of St. Augustine, Canterbury, by Richard de Karleton. D. (imp.) Ralph le Clark of Bregg', by Robert de Bosco ; 187 ac. of land in Brigge Pitte, Blakemannesbir' and Kynesburn'. Plea of Warranty of Charter. D. acknowledged the said land with appurtenances as in demesnes, homages, services [&c.] to be the right of Q. and his church of the gift of D. and for this Q. granted it to D. To hold to D. for his life of Q., his successors and church, paying yearly 12 marks (equally at the Nativity of St. John the Baptist and Michaelmas). Reversion to Q., his successors and church quit of the heirs of D.

[98.55.1171.]

Brasted. Same date. Q. Symon de Horne. D. (imp.) Roger de Kanc' and w. Maud ; a mess. and 40 ac. of land in Bradestede. Plea of Warranty of Charter. D. acknowledged the premises to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and the heirs of Maud, paying yearly at Easter one halfpenny for all services (etc.) and doing service due to the chief lords. Warranty by D. and the heirs of Maud. Q. gave 4 marks.

[98.55.1172.]

Stone. Octave of St. Hilary [20 Jan. 1271/2.] Q. Stephen Everard. D. (imp.) Robert le Peyntur and w. Agnes ; 15 ac. of land in Stanes. Plea of Warranty of Charter. D. acknowledged the land to be the right of Q. of the gift of D. To hold to Q. and

¹ *P.N.K.*, 542 of also Hasted, III, 724.

his heirs of D. and the heirs of Agnes, paying yearly 22½d. (equally at Easter and Michaelmas) for all services (etc.). Warranty by D. and the heirs of Agnes. Q. gave 20 li.

[98.55.1163.]

Sevenoaks ; Otford. Same date. Q. Stephen de Yford. D. (imp.) Walter de Bosco and w. Mabel ; a mess., 75 ac. of land, 3 ac. of meadow, 15 ac. of pasture, 12 ac. of wood, a mill and 25s. of rent in Sevenak' and Otteford. Plea of Warranty of Charter. D. acknowledged the premises to be the right of Q. of the gift of D. To hold to Q. and his heirs of D. and the heirs of Mabel, paying yearly at Christmas 1d. for all services (etc.) and doing service due to the chief lords. Warranty by D. and the heirs of Mabel. Q. gave 40 marks.

[98.55.1170.]

Dartford. Quindene of St. Hilary [27 Jan.] Q. Laurence de Brock. D. (imp.) Richard de Wyht and w. Pascasia ; 7 ac. of land in Derteford. Plea of Warranty of Charter. D. acknowledged the land to be the right of Q. of the gift of D. To hold to Q. and his heirs of the chief lords by the service belonging. Q. gave 40s.

[98.55.1162.]

Teynham ; Lynsted ; Tonge ; Doddington. Octave of the Purification [9 Feb.] Q. Thomas de Frogenhale. D. (imp.) Master Adam de Derteford s. of Geoffrey de Frogenhale, by Serlo de Welewes ; a mess., 38 ac. of land and 36s. of rent in Tenham, Lyndestede, Tonges and Dodyngton. Plea of Warranty of Charter. D. acknowledged the premises to be the right of Q. of the gift of D. and for this Q. granted them to D. To hold to D. for his life of Q. and his heirs, paying yearly at Michaelmas a mark for all services (etc.) Reversion to Q. and his heirs quit of the heirs of D. to hold of the chief lords by the service belonging.

[98.55.1164.]

Milton [near Gravesend]. Same date. Q. Stephen de Gravesende, by Nicholas de St. Ivo. D. William de Clovill, by Walter de Somers' ; 120 ac. of land and 2 marks of rent in Melton. Plea of Covenant. Q. acknowledged the premises to be the right of D. and for this D. granted them to Q. To hold to Q. and his heirs of D. and his heirs, paying yearly at Easter 6d. and doing service to the chief lords. Warranty by D. and his heirs. Q. gave a sore sparrow hawk.

[98.55.1165.]