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ABSTRACTS
OF
FEET OF FINES
RELATING TO
WILTSHIRE
FOR THE REIGNS OF
EDWARD I AND EDWARD II

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PREFACE

THIS volume is a continuation of the *Calendar of the Feet of Fines relating to . . . Wiltshire . . . 1195 to . . . 1272* (Devizes, 1930) compiled by the late Edward Alexander Fry and published by the Wiltshire Archaeological and Natural History Society. On Fry's death in 1934 the abstracts he had made of the Feet of Fines for the reigns of Edward I and II were handed to me with the request that I should complete them at least to the end of the latter reign. On examination however I found that some revision would be necessary before the abstracts could be printed and I consequently decided to use the opportunity so created to expand the compilation and incorporate more information in it. For any defects in the present work therefore I must be held entirely responsible.

In acknowledging the help I have received it is a pleasure to record my especial gratitude to Mr. S. C. Ratcliff, sometime an Assistant Keeper of the Public Records, who first taught me how medieval documents should be edited and who has generously placed his great knowledge at my disposal while I have been preparing the present abstracts.

R. B. PUGH.

INTRODUCTION

Definition and Place of Custody.

THE name *Feet of Fines* is given to a class of documents, relating to certain transactions in land [1] called ' final concords ' or ' fines ' preserved in the Public Record Office, London, among the records of the Court of Common Pleas.[2] These documents have been extensively studied and frequently described.[3] Briefly it may be said that a final concord was a species of assurance in the form of a compromised action at law, that in the twelfth and early thirteenth centuries this action was genuine but that it gradually became a complicated legal fiction. In order fully to understand this definition something must first be said about medieval ' estates ' and their alienation.

Estates.

With estates for a term of years or at will this volume does not deal. Attention therefore need only be directed to estates in ' fee simple ', in ' fee simple conditional ' and for life. A tenant in fee simple held his land to himself, his heirs and assigns. The land descended at death according to the well-established rules of primogeniture which could not be altered by testamentary disposition. During life however it was possible to alienate the inheritance in such a way as to circumvent the rules. In this matter the tenant had much liberty of action. He might for example convey an entire fee. Originally this could be done either by ' subinfeudation ' or by ' substitution '. By subinfeudation a new tenure was created, the alienee holding the land from the donor. Alienations of this kind might proceed indefinitely until there was a multiplicity of tenurial stages between the king—the sovereign lord of all his lieges—and the ' terre tenant ' or tenant actually in possession. Alternatively he might substitute the donee for himself. He would thus renounce all connexion with the tenement, and the donee would hold of the donor's former lord. But by subinfeudation the lord lost

[1] For some definition of the word ' land ' see below, p. xiii.

[2] Court of Common Pleas, Feet of Fines, Series I [to 1485]. The official class number is C.P. 25 (1). The documents are arranged by counties and packed in files and cases. A few cases relate to divers, double and unknown counties. This grouping by counties is not contemporary.

[3] No account of the fine excels that of Professor Maitland in *A History of the English Law*, II, pp. 94–105, though the valuable studies of G. J. Turner in *Feet of Fines relating to . . . Huntingdon* (Cambridge Antiquarian Society, 1913) and of Canon C. W. Foster in *Final Concords of the County of Lincoln*, II (Lincoln Record Society, 1920) naturally go into more detail. There are also many ancient practical treatises among which special mention may be made of W. West's *Symboleography* (Pt. 2 1st ed. 1594), W. Brown's *Modus Transferandi Status per Recorda* (1698) and W. Cruise's *An Essay on the Nature and Operation of Fines and Recoveries* (1783).

the services and payments due to him from his tenants and the consequent impoverishment resulted in the prohibition of the practice by the statute known as *Quia Emptores* of 18 Edward I. After the feast of St. Andrew 1290, the day of limitation mentioned in that statute, no new fee could be lawfully created.

A tenant in fee simple instead of conveying an entire fee might restrict his gift. He might declare by the form of it (*forma doni*) that the donee should hold the land conveyed not to his heirs general (or ' right ' heirs) or to his heirs and assigns but to some particular type of heirs. Thus there might be a gift to X and the heirs of his body, to X, Y his wife and the heirs of their bodies or the heirs begotten between them, or to X and the heirs male of his body. Such a gift was a gift ' in tail '. The *feodum* was *talliatum*, cut down, restricted to a certain class of persons. The tenant in tail unlike the heir general was protected against any subsequent alienee by the form of this precedent gift and had the benefit of the special writ called a writ of ' formedon '.

The tenant in tail might have a long line of heirs of his body to enjoy the inheritance, but if the line failed the land must return, ' revert ', to the donor. Such a reversion was often expressed in the gift, but this, since it was always implicit, was unnecessary. The donor however might not wish to receive back the inheritance. If he did not he could create ' remainders '. He could say in effect : ' after the death of X and all the heirs (or heirs male) of his body I desire that this land shall remain yet a little longer out of my inheritance ; it shall pass to Y '. In favour of Y similar dispositions might be made. He might hold in fee or in fee tail and he was protected by an analogous writ of formedon.

These ' conditional gifts ' as they were called were a feature of thirteenth-century conveyancing. But during the reign of Henry III they had been uncertain in their operation. For it had been held by the courts that as soon as an heir had been born to the donee the condition expressed in the gift had been fulfilled and the alienee might himself alienate to another and so deprive the issue in tail of the estate that the original donor had intended that it should enjoy. This was looked upon as a grievance and the interpretation of the courts was consequently terminated by the statute of 1285 known as *De Donis Conditionalibus* which created the estate in fee tail as it was known in later times. The great popularity of this type of gift after the passage of this statute is reflected in this volume as in every other collection of fines. Indeed the fine for long remained the best method of creating an entail.

A donor was not bound to make a gift that would endure so long as a gift in tail ; he might give for life. Life estates had become familiar through family law. A widow was entitled to one-third of her husband's land for her life ' in name of dower '. A man who married an heiress and begot a living child upon her might enjoy her inheritance for his life ' by the courtesy of

England '. These were life estates at common law, but such estates might also be created by the ' special ' law of gifts and, except that they might not be ' wasted ', they were of the same kind, subject to the same privileges and burdens, as those of greater duration.

Conveyance.

The commonest method of alienating land was by ' gift '—the transfer of a right by an owner in actual possession. This, however, was not a complete conveyance in itself. The alienee must be put in possession or ' seisin ' of the land and enter upon it before he could securely enjoy it. For it must not be forgotten that medieval law observed a distinction between ownership and possession and protected each by a different type of action tending indeed to favour the second at the expense of the first and even to protect a tenant seised by a tortious title against a disseisor with a better right. Possession was nine points of the law.

It will be understood from this that a person not in seisin might have certain rights upon an alienated tenement. The alienee, though he could not without a judgment be lawfully disseised by such a person, might yet go about in fear of a challenge to his title which, if successfully pursued, would result in a lawful disseisin. It was therefore desirable to get such claims extinguished. This was done by a release or ' quitclaim ' to the alienee by anyone with latent or expectant rights.

The alienee might collect all the quitclaims he could. But he might overlook some claim or an unscrupulous claimant with a poor claim might dispute the title and involve him in expensive litigation in defending it. More likely still the purchaser might have acquired his land from a donor whose own title was a poor one and he might find himself imperilled by an action grounded upon a ' writ of entry ' brought by someone quite unknown to him. Faced by these dangers it was to the alienee's advantage to cast upon the donor the burden of defending the gift. Thus it was common for him to insist that the donor ' warrant ' his gift. By such a ' warranty ' the donor promised to support the donee's title in a court of law and if judgment went against him to compensate the donee with another tenement of equal value.

It was not necessary for gifts or quitclaims to be set down in writing. The mere expression of desire if coupled with livery of seisin was enough in theory to give them force. But naturally the evidence of some written document was preferred and this was commonly in the form of what is now called a ' deed poll ', that is a unipartite ' charter ' or writing addressed to the world and bearing witness to a precedent act of gift or release.

The ordinary deed of conveyance suffered from disadvantages even when furnished with a clause of warranty. It could be easily forged and its intentions could be frustrated or at least disturbed by protracted litigation. It therefore came to be recognized that something more effectual than an

expression of individual will was required. This was found in the compromise of an action at law.

The Purpose of a Fine.

To add strength and security to a conveyance that had already been virtually effected was then the prime motive for making or, as it was called, 'levying' a fine. This is shown by two Wiltshire examples. On 17 May 1287 Edward I granted by letters patent to Matthew son of John, knight, among other things the castle and manor of Devizes for life.[1] In Michaelmas term in the same year Matthew acquired by fine the same estate from the king and Eleanor the queen.[2] There are certain obscurities in this transaction but the essential point is that even a royal grant might stand in need of corroboration. Again, early in 1285 as it would seem, William la Wayte of Chippenham and Edith his wife granted to the abbot and convent of Malmesbury 21½ acres 1 perch of land in Kington St. Michael. At presumably the same time Robert de Haywode granted the same premises to the abbot and convent in free alms and released the rent and service that he used to receive from William and Edith. On 27 April 1285 the grantees obtained the king's licence to enter upon the estate then described as 23 acres.[3] Ultimately by a fine levied in Trinity term 1288 the abbot and convent acquired from William and Edith an estate of 24 acres in Kington St. Michael.[4] It is clear that these documents all refer to the same transaction, that their combined effect was to convey an estate of rather more than 21 acres in Kington St. Michael to the convent of Malmesbury and that a fine was levied in corroboration.

No doubt in times to come the deed of gift was often dispensed with, the parties merely entering into an agreement to execute a conveyance by fine. This agreement, which expressed more exactly than a fine could do the details of the conveyance, was the basis for the allegations contained in the writ of covenant,[5] but it was essentially a private deed and its existence does not therefore conflict with the conclusion that a fine was merely the public reinforcement of a private act.

The fine, as has been suggested already, had other important uses. It could assure an alteration in the nature of an inheritance by converting a fee simple into a fee tail or a life interest. It could also break an entail already created. It was thus a means of effecting a marriage settlement and generally of dividing up an estate among the members of a family.

[1] *Calendar of Patent Rolls*, 1281–1292, p. 270. [2] p. 68 (No. 186).
[3] *Registrum Malmesburiense* (Rolls Series, No. 63), II, pp. 299-304.
[4] p. 30 (No. 17). [5] See p. xiv.

The Making of a Fine.

How were these manifold advantages secured? A person wishing to acquire land by a fine sued out an original writ in which he fictitiously alleged that he had been put out of his tenement by the donor. The parties appeared in the Court of Common Pleas but instead of joining issue they asked leave of the court to compromise their differences privately. This leave was granted on the payment of a sum of money to the crown and the parties then proceeded to an agreement whereby one of them made an acknowledgment of the other's right (whence he was called the 'conusor') and the recipient of the acknowledgment, called the 'conusee', paid the conusor a sum of money, made him a token gift or rendered the land or some part of it to him. This compromise if agreeable to the justices was entered upon the rolls of the court and was then written out in Latin by an official in the form of an indenture tripartite on an oblong sheet of parchment. One indenture read vertically from left to right, the other from right to left and the third horizontally. Between the closing words of the left- and right-hand indentures and between the first words and the last words of the lines of these severally and the top of the horizontal indenture was written the word CHIROGRAPHUM. The parchment was then cut into three by a curved line passing through this word, and the left- and right-hand indentures or 'chirographs' given to the parties. The third portion was retained among the records of the court. This third portion is the 'foot' of the fine.

This complicated procedure had many advantages. First, indisputable evidence was secured. If the validity of a chirograph was questioned the parties or their representatives could refer to the authoritative foot. Secondly, the fine set a short preclusive term running against the whole world. If a fine were not challenged within a year and a day from its execution it barred all claims. Thirdly, a party to a fine was bound by stringent penalties to respect its terms. The tenant under a fine, in short, enjoyed a *judicial* title to his land which was good not only against the parties but against 'privies' and 'strangers'—that is against the heirs of the parties and those not mentioned in the fine.

The merits of the fine were naturally only discovered in process of time and as the result of the compromise of much genuine litigation over complicated issues. Donors and settlors drew upon the experience of disputants who had appreciated the superior advantage of a title acquired by judgment of a court over one acquired only by deed. Of genuine actions there are some notable instances in this volume, particularly during the course of the eyre of 1281. Indeed it is the volume's peculiar interest that it contains the last vestiges of what may be called *natural* compromises side by side with examples of the Common Fine of later days.

The Parts of a Fine.

From the reign of Edward II the only central court in which it was customary to levy a fine was the Common Pleas. This court sat normally at Westminster, but from Michaelmas 10–11 Edward I to Trinity 11 Edward I it was at Shrewsbury [1] and from Michaelmas 26–27 Edward I to Michaelmas 32–33 Edward I, in Michaelmas and Hilary terms 13 Edward II and from Trinity 15 Edward II to Michaelmas 17 Edward II it was at York. In early times fines were made in the King's Bench and before justices in eyre, but in the fourteenth century this was no longer possible. It should however be pointed out that a compromised action of the kind that has been described might at all times be entered into in courts of a subordinate jurisdiction. The abbot of Glastonbury, for example, enjoyed the fees and profits arising from licence to agree obtained in the courts of his lordship.[2] But naturally the parties to such fines had to be suitors of the same court.

Fines in the Common Pleas were not dated on the exact day on which the agreement was made but on that on which the original writ which had initiated the action was returnable in court. There were certain fixed days in every term for this return, called ' return days ' or ' days in bank '. These were: in Hilary term, the octave of Hilary, the quindene of Hilary, the Purification of the Virgin and the octave of the Purification; in Easter term, the quindene of Easter, three weeks from Easter, a month from Easter, five weeks from Easter and the morrow of Ascension Day; in Trinity term, the octave of Trinity, the quindene of Trinity or the morrow of the Nativity of St. John the Baptist, the octave of St. John the Baptist and the quindene of St. John the Baptist; in Michaelmas term, the octave of St. Michael, the quindene of St. Michael, three weeks from St. Michael, a month from St. Michael, the morrow of All Souls, the morrow of St. Martin, the octave of St. Martin and the quindene of St. Martin. When a writ was made returnable on a certain day, the day given to the parties for appearance in court was eight days later, and they might appear on any day between the return day itself and its octave. Thus no date on a fine is very exact and therefore cannot be admitted as evidence of the existence on that date of any person mentioned in the document. Fines levied before justices in eyre were often dated on days other than the days in bank.

Several instances will be met with in this volume of fines being stated to have been made in one term and recorded and granted in another. The commonest reason for this was the necessity for some person to ' attorn tenant ' to the conusee. Where the services of a tenant were alienated, fealty had to be done to the new lord and this process was called ' attornment '. If such a tenant were not in court when the fine was made, a day

[1] The Wiltshire fines however for Michaelmas term 10 Edward I are stated to have been made at Westminster.

[2] p. 62 (No. 27).

—always in a subsequent term—was given for his appearance, on which day he attorned and the parties received their indentures.

As has already been said the fine exclusively concerned ' land '. The word ' land ' in medieval law strictly implied an arable holding in the open fields. Its wider use however embraced meadows, pastures, woods, heaths, marshes and gardens; manors and knights' fees; advowsons; dwelling-houses or ' messuages ' and other structures such as cellars, dovecotes, mills and shops; customs and services due from tenants and rents due in lieu of service (' rent service ') or charged upon the land by grant (' rent charge '); certain offices attached to land; [1] and expectant interests in all of these. The area of land was expressed in virgates, carucates and acres and—more rarely in Wiltshire—in hides and bovates. The exact nature of these measurements is in dispute. This is the less to be regretted since the measurements were not necessarily very exact. In later times indeed they were made deliberately approximate, and although that practice does not seem to have arisen as early as the reigns of the first two Edwards, the Malmesbury abbey transaction quoted above suggests that the tendency was already in that direction.

A fine, says Coke, might be levied upon any writ that in any sort concerned land.[2] In early days a writ of right was not uncommon for the purpose. This writ initiated a proprietary action in which the parties joined issue on the question of *majus jus*, and either ' waged, armed and struck ' the duel [3] or submitted the issue to the ' grand assize ' of twelve knights of the district who knew the facts. Alternatively an assize of *mort d'ancestor* might be summoned. This decided whether the ancester of the then tenant was seised of the land in his demesne as of fee on the day of his death, whether he died within the period of limitation allowed by the writ and whether the claimant was next heir to the alleged late occupier. There are a few cases of the express use of writs of right and *mort d'ancestor* in the present volume and it may be suspected that where, as not infrequently in the early days of Edward I, the form of the action is not specified it was actually grounded upon one or other of these writs. Occasionally however it has been possible to identify some other writ of exceptional character. In all these actions the party who sued out the writ was called the demandant, he who answered the summons the tenant.

The most popular form of writ in Henry III's reign was that of warranty of charter. By this the plaintiff alleged that his opponent, called the ' impedient ', had enfeoffed him of the land by a deed of gift with clause of warranty and that he must consequently defend the plaintiff's title thereto.

[1] *E.g.* the offices of forester of Aldbourne, Braydon, Clarendon and Savernake and the stewardship of Savernake forest.

[2] Pollock and Maitland, *op. cit.*, II, p. 98, n. 1.

[3] *Cf. A Calendar of the Feet of Fines relating to . . . Wiltshire . . .* 1195–1272, p. 46 (No. 25).

1294.

28. One month from Mic. *Thomas* de Gumeldon', clerk, Agnes his wife and John, son of the same Thomas, pl. Richard Parfet, of la Lee, and *Amice* his wife, imp. 1 messuage, 1 carucate of land, 4 acres of meadow and 28*s.* rent in Porton'. (A.) To hold to pl. (*Warranty.*) Cons. 50 marks.

29. Three weeks from Mic. Thomas de Hungerford, chaplain, pl. Joan, daughter of Walter de Rolveston', def. 21 acres of land and the fourth part of 1 messuage and 5 acres of meadow in Wintreburne Rolveston' and Netton'. (F.) To hold to pl. (*Warranty.*) Cons. 100*s.*

30. Three weeks from Mic. Thomas de Hungerford', chaplain, pl. Christine, daughter of Walter de Rolveston', def. 21 acres of land and the fourth part of 1 messuage and 5 acres meadow in Wintreburne Rolveston' and Netton'. (F.) To hold to pl. (*Warranty.*) Cons. 10 marks.

23 Edward I.

Case 252. File 28.

1295.

1. Quin. of Hil. Walter de Suttone, pl. Robert Hoppegras and Alice his wife, imp. 1 messuage and 1 carucate of land in Perteworth' and the advowson of the church thereof. (A.) To hold to pl. (*Warranty.*) Cons. 20*l.* *Endorsed* Thomas de Trouwe and Christian his wife put in their claim.

2. Five weeks from Eas. *Roger* ' de Gardino ' and Joan his wife, pl. Thomas de Haddon' and *Joan* his wife, def. 10 marks rent in Bereford', Wodefeld' and Dunton'. (D.) Remise and quitclaim to pl. Cons. 20*l.*

3. Morrow of Purification. Master John Gerberd and Alice de le Escheker, pl. William, son of William de la Leye, and *Alice* his wife, def. Manor of Knowel. (E.) Pl. to hold during their lives of def., rendering yearly 1 rose at S.J.B. Remainder to John, son of Alice de le Eschek', and the heirs of his body to hold of def. Remainder to William, brother of the same John. (*Warranty.*)

4. Oct. of Purification. Alice, daughter of William le Chepman, of Colyngburne ' Comitis ', pl., by Walter de Colyngburne in her place. Walter le Chepman, of Colingburn' ' Abbatis ', imp. 1 messuage and 2 acres of land in Colingburne ' Comitis '. (A.) To hold to pl. (*Warranty.*) Cons. 7 marks.

1294.

5. Quin. of Martinmas. Thomas ' de Bellasago ' and Clarice, his wife, pl., by John de Ledale in their place. Hugh Diveys, def. 1 messuage and 2 virgates of land in Chilmark'. (G.) Pl. and the heirs begotten between them to hold of def., rendering yearly 1 rose at S.J.B. (*Warranty.*) Reversion to def.

1295.

6. Quin. of S.J.B. *John* de Heydore and Emma his wife, pl. Simon Wyther, imp. 1 messuage, 48 acres of land and 20*s.* rent in Chalk' and Burchalk'. (A.) To hold to pl. (*Warranty.*) For this, pl. have granted to imp. 1 messuage and 34 acres of land in Burchalk', which they formerly had of his gift. Def. to hold during his life of pl. (*Warranty.*) Reversion to pl.

7. Morrow of S.J.B. John atte Mere, pl. Jocelin de Tyrnton' and Agnes his wife, imp. 1 messuage and 1 acre of land in Aldeburne. (A.) To hold of pl. (*Warranty.*) Cons. 20*s.*

8. Quin. of S.J.B. Ralph ' de Ebor' ', pl., by John de Jakeleye in his place. Simon Burguillun and Lucy his wife, imp. 9 acres of meadow in Muleford'. (A.) To hold to pl. (*Warranty.*) Cons. 10 marks.

9. Quin. of Mic. *Geoffrey* de Hacche and Margaret his wife, pl. John Byset, def. 1 messuage, 2 virgates of land, 6 acres of wood and 20 acres of feeding in Esthacche Tussebury. (F.) To hold to pl. (*Warranty.*) Cons. 20*l.*

10. Morrow of Martinmas. William de Piriton', chaplain, pl. Robert Wytlok', of Lydiard Tregoz, and Edith his wife, imp. 1 messuage and 6 acres of land in Pyriton'. (A.) To hold to pl. (*Warranty.*) Cons. 12 marks.

11. Oct. of Mic. Michael de Drokenesford', pl. Joan, daughter of William ' de Columbariis ', def. Manor of Frocsefeld', which John de Popham and Joan his wife hold for Joan's life of her inheritance. (D.) Def. has granted the remainder of the premises to pl. (*Warranty.*) Cons. 100 marks. John de Popham and Joan his wife have done fealty to pl.

24 Edward I.

1296.

12. Oct. of Purification. Henry de Suthstrete, of Aldrinton', pl. John Atehirne, of Aldrinton', and Alice his wife, imp. 1 messuage and 1 virgate of land in Aldrinton'. (A.) To hold to pl. (*Warranty.*) Cons. 20 marks.

11 Edward II

1318.

Christian, the heirs of their bodies after each of them in succession and Alice daughter of the said Reynold. Cons. 20*l.*

22. Oct. of Trin. John Fraunceys and Margery his wife, pl. John Coty, the elder, def. 3 messuages, 87 acres 1 rood of land, 1½ acre of meadow, 10 acres of wood [and] pasture for 3 oxen, 2 heifers, 2 cows and 60 sheep in Tudeputte by Merton' and Berewyk' 'Sancti Johannis'. (C.) To hold to pl. and the heirs of their bodies. Remainder to the right heirs of the said John Fraunceys. (*Warranty.*)

23. Oct. of Trin. Hugh le Despenser, the elder, pl., by John de Wynterburn' in his place. Nicholas Russel, of Strengesham, *Agnes* his wife and *Joan* sister of the same Agnes, def. 82½ acres of land, 15 acres of meadow, 6½ acres of feeding, 1 acre of wood and 7*s.* rent in Hoke. (D.) Remise and quitclaim to pl. Cons. 100*l.*

24. Oct. of Trin. *Nicholas* le Escriveyn and Alice Kynebald, pl. *Geoffrey* de Pupelpenne and Joan his wife, def. 1 messuage, 40 acres of land, 1 acre of meadow and 2*s.* rent in Yatesbury. (D.) Remise and quitclaim to pl. (*Warranty.*) Cons. 40 marks.

12 Edward II.

25. Oct. of Mic. Walter de Radenore, pl. John Whitlok', of Lydeyard Tregos, def. 1 messuage, 34 acres of land and 7 acres of meadow in Lydeyerd Tregos. (F.) To hold to pl. (*Warranty.*) Cons. 20 marks.

26. Oct. of Mic. *Adam* Waleraund' and Joan his wife, pl., by John de Crikkelade in his place by the king's writ. Simon Waz and Emma his wife, def. 2 messuages, rent of 20*s.* and 1 *lb.* of pepper and the moiety of 1 virgate of land in Haydon' and Haydoneswyk'. (A.) To hold to pl. (*Warranty.*) Cons. 20*l.*

27. Morrow of All Souls. Edward, son of Bartholomew Aunger, of Malmesbury, pl. Agnes, who was the wife of Bartholomew Aunger, of Malmesbury, def. 8 messuages, 2 shops, 16 acres of land and 1½ acre of meadow in Malmesbury, Brokenberwe and Bremelham. (D.) Remise and quitclaim to pl. (*Warranty.*) For this, pl. has granted that he will render to def. yearly, during her life only, 12*s.*, 4 quarters of wheat and 4 quarters of oats, to wit 3*s.*, 1 quarter of wheat and 1 quarter of oats at Christmas, Eas., S.J.B. and Mic. severally. If pl. shall default, it shall be lawful for def. to distrain upon the goods and chattels of pl. in the said tenements and keep them until the full payment of the sum and render of corn in arrear. *Endorsed* Agnes, daughter of Robert son of Bartholomew Aunger, puts in her

1318.

claim. Thomas, son of Robert son of Bartholomew Aunger, puts in his claim.

28. Three weeks from Mic. William de Wauton', pl. Robert le Taverner, of Wermenstre, and *Margery* his wife, def. (i) 1 messuage and (ii) 10 acres of land in *Great* Fennysutton' and Newenham. Def. have acknowledged the premises to be the right of pl., of which pl. has (ii) of gift of def. To hold to pl. Moreover, def. have granted to pl. the remainder of (i), which John Swyft' holds for life of the inheritance of Margery in Newenham. (*Warranty.*) Cons. 20 marks. John has done fealty to pl.

29. Morrow of Martinmas. Richard atte Nasshe, pl. William de Bakwylle and *Felise* his wife, def. 1 messuage, 40 acres of land, 2 acres of meadow and 8*s.* rent in Lacock. (A.) Remise and quitclaim to pl. Cons. 40 marks.

30. One month from Mic. *William* Mount and Joan his wife, pl. Adam Wykyng', of Mere, def. 1 messuage and 1½ carucate of land in Mere. (C.) Def. to hold during his life of pl., rendering yearly 1 rose at S.J.B. Remainder to Hugh son of the same Adam, Isabel his wife and the heirs of Hugh's body to hold of pl. Reversion to pl.

31. Oct. of Mic. Robert le Graunt, pl. Richard de Calne and Isabel his wife, def. 1 messuage, 1 virgate of land and 1 acre of meadow in Brodehenton'. (A.) To hold to pl. (*Warranty.*) Cons. 10*l.*

32. Morrow of All Souls. Thomas in the Grene, pl. John de Notele and Alice his wife, def. 3 messuages in Creckelade. (A.) To hold to pl. (*Warranty.*) Cons. 10 marks.

33. Oct. of Mic. Nicholas de Kyngeston', pl., by Thomas de Harpeden' in his place. Richard de la Ryvere and Margery his wife, def. 34 acres of land in Northbrudycombe. (F.) To hold to pl. (*Warranty.*) Cons. 40 marks.

34. Oct. of Mic. William Waleraund and Joan his wife, pl., by William Reynold' in her place by the king's writ. Richard vicar of Aldebourne, def. 1 messuage and 1 carucate of land in Chuseldene. (C.) To hold to pl. and the heirs of their bodies. Remainder to the right heirs of William.

35.[1] Morrow of All Souls. Sybil, [who was the] wife of Laurence 'de Sancto Martino', pl., by Simon de Wyly in her place by the king's writ. John Aucher, def. Manors of Ubeton' and Werdure. (I.) To hold to pl. and Laurence's heirs. Cons. 200 marks.

[1] This concord was made in the octave of Saint John Baptist 11 Edward II (the said Laurence being then also plaintiff, by Nicholas de Wyly in his place, but now dead) and recorded and granted on this day.

During the reign of Edward I this writ lost popularity until by the end of the next reign it had been entirely superseded by the writ of covenant.[1] By this the plaintiff summoned his opponent, called the ' deforciant ', to perform the covenant made between them concerning the land.

The form of acknowledgment of a fine (or what was equivalent to an acknowledgment) is a matter of some interest that has never been studied historically, though it was the subject of much learned exposition in seventeenth and eighteenth century manuals. These manuals speak of a twofold classification which the present volume shows to be as old as the fourteenth century. There were fines in which a precedent right was acknowledged and fines which merely corroborated a contemporaneous grant. The former, called fines *sur cognizance de droit*, might be subdivided into those in which the derivation of the right from the conusor was acknowledged and those in which it was not, called respectively *sur cognizance de droit come ceo quil ad de son done* and *sur cognizance de droit tantum*. In the case of the second of these subdivisions the conusor might acknowledge the land to be the right of the conusee as that which he had by the conusor's gift and the conusee might then hold it of him. In this form the plaintiff is almost always conusee. Alternatively after such an acknowledgment and in return for it the conusee might grant the land to the conusor. From the year 1294 the words ' and has rendered it to him ' are sometimes added after the words of grant ; after 1303 this is invariable. In fines of this type the plaintiff is almost always conusor. In the first subdivision forms are found corresponding to those in the second. There is the simple acknowledgment of right with a tenure by the conusee, and there are acknowledgments followed by a grant, by a render and by a grant and render. The last of these is not met with before 1289, the second not after 1305. The other main group of forms, the fine *sur concessit*, is represented in this volume exclusively in the form *sur concessit et reddidit*. This is a grant and render of the land without acknowledgment.

The law-books also speak of the difference between ' executed ' and ' executory ' fines which is a more fundamental distinction than any that has yet been drawn. To understand the distinction it must be realized that before the passing of the statute *De Finibus Levatis* of 1299 a fine that transmuted seisin was incomplete until the new tenant had been put in seisin by a precept addressed to the sheriff. Even after that time such a precept was still necessary for certain types of fine. The fine *come ceo* was the only fully executed type. Alleging as it did that the conusee had already received the land in question by a former gift, presumably in every respect complete, it merely bore witness to a former feoffment and did not create a new one. It

[1] 3 Edw. I, warranty of charter 6, covenant 6, not specified 2 ; 13 Edw. I, warranty of charter 7, covenant 10, not specified 3 ; 35 Edw. I, warranty of charter 4, covenant 16 ; 7 Edw. II, warranty of charter 2, covenant 26 ; 19 Edw. II, all covenant. The figures relate to this volume only.

was thus called a ' feoffment of record ' and was the sole example in English law of a transmutation of seisin without a writ of execution. When the fine *come ceo* was not suited to the occasion the forms *sur cognizance de droit tantum* or *sur concessit* might be used. These were incomplete in respect of execution and were therefore said to be only executory or *capable* of execution.

Between the executed and executory fines there was yet another type known as *sur done, grant et render* which shared the character of both. By a fictitious acknowledgment it conferred a secure title upon the conusee in order that he might in his turn securely confer upon the conusor a new estate in the land. Livery of seisin was obviously not required in this case since the conusor was already seised. A good example of the operation of this type is furnished by a fine levied in Easter term 1321 between John de Cumbe, parson of South Stoke, Sussex, and the earl of Arundel upon the manor of Keevil and certain lands in Buckinghamshire.[1] By this a tenure in fee simple is converted into a tenure for the life of the earl with remainder to Richard his son and Isabel his son's wife. It is obvious that the parson of the parish adjacent to the earl's castle has been brought in to effect a marriage settlement.[2] There is evidence that the final form of the fine *sur done, grant et render* was the result of considerable experiment. The present volume contains many examples of renders coupled with executory fines of a kind of which the later manuals are ignorant. Experience doubtless proved the inconvenience of delivering seisin to a conusee merely in order that he might reconvey the land to the conusor.

The types of fines deserve more careful study than they have received. It would be interesting to know for instance the frequency with which they were severally used at different periods and the purposes for which they were thought suitable. It is indeed already obvious from a summary examination of this volume that in the reigns of Edward I and II the fine *come ceo* was chiefly employed for conveying an estate in fee simple, the fine *sur done, grant et render* for creating a life estate, and the fine *sur cognizance de droit tantum* for passing an estate in reversion and securing a quitclaim.

Very many fines contain a statement that the conusee has given something in exchange for the benefits he has received. This *quid pro quo* was in early days often a different estate in land but an exchange of this kind was not in vogue in the fourteenth century. At all times however a consideration in money or kind was common. It is impossible to be certain whether in the thirteenth and fourteenth centuries these sums and gifts actually passed or whether they were already the mere token that they subsequently became. Since however the sums vary considerably with the extent of the lands and the nature of the assurance, it has been felt that they may still represent a real payment and they have therefore been set out in the index. It is of some

[1] p. 130 (No. 203).

[2] Richard and Isabel were married 7 Feb. 1321.

interest to notice for example that Robert FitzPain and Isabel his wife acquired the manor and advowson of Stourton from Walter de Sturton in Easter term 1310 for £200, whereas Walter's son John quitclaimed the estate at the same time for one-tenth of that sum.[1] The great frequency, on the other hand, with which considerations of 10, 20, 40 and 100 marks, of 100s. and of £10, £20, £40 and £100 are encountered should guard one against too readily supposing that any real payment or even valuation was involved.

Fines are sometimes said to be made by the king's order. These words seem to have been inserted whenever the interests of the crown were involved and particularly on the occasion of alienations in mortmain.

Enfaced upon many fines in and after the sixth year of Edward II (1312) are certain words, marks and letters. The marks cannot be typographically represented and an inventory of the words and letters alone would be of little value. It has therefore been thought best merely to draw attention to these curiosities, the thorough investigation of which it is to be hoped will some day be undertaken. In the meantime it may be pointed out that the letters 's' and 't' which are frequently written upon the foot are also found endorsed upon writs of covenant.[2]

If a privy or stranger wished to challenge a fine his claim was endorsed upon the foot in the words '*A. B.* puts in his claim'. It is to be assumed that these claims were not always prosecuted or at least not with success, since, if they had been, the foot on which they were entered would hardly have been preserved.

Method of Abstracting.

The literal translation of a typical fine is printed on page 1. Other fines in this collection have been abstracted on the following plan. The date, the names and descriptions of the parties, the specification of the lands, the form of the *habendum* clause, attornments, warranties, considerations and endorsements have invariably been given. Where two or more donors or donees are mentioned the names of the principal ones whose heirs are referred to have been italicized. The form of the fine has been set out in full for the first nine years of Edward I's reign, but from the tenth year, except in cases where its unusual nature necessitated a full rendering, it has been represented by the letters (A) to (H). A summary of the forms which each letter represents is appended to this introduction. The levying of a fine by the king's order has been marked by the words '(King's order)'. The place at which and the names of the justices before whom the fines were levied have only been inserted in the case of fines made at eyres, since this information in other cases is available elsewhere. Only exceptional writs have been named since the nature of a writ can normally be deduced from the descriptions of the parties. Where the name of the writ is omitted in the document that fact is noted.

[1] P. 76 (Nos. 13, 14). [2] Turner, *op. cit.*, p. cxxx n.

Personal Names.

The modern form of a Latin forename has always been used when such a form exists, but when it is unknown or doubtful the Latin form has been enclosed in inverted commas. Where a forename is followed by the Latin word 'de' and a place-name, the 'de' has been retained, 'Willelmus de Piriton' becoming William de Piriton. Thus the combination is treated as though it were a modern one of forename and surname. This convention, however absurd, is well established. But where such or any other combination of forename and surname is followed by 'de' and a place-name the 'de' has been translated. Thus 'Adam Uppehill de Berewyk' and 'Walterus Jokyn de Henton' appear in the text as Adam Uppehill of Berewyk and Walter Jokyn of Henton and in the index under Uppehill and Jokyn. It should be remembered none the less that the descendants of these persons may have borne the surnames of Berwick and Hinton respectively. A problem arises in the case of such a name as 'Radulphus de Ebor'. It seems for different reasons unsatisfactory to translate this as Ralph de Ebor', Ralph de York or Ralph of York. The first of these forms however, being perhaps less open to objection than any other, has been adopted and the practice has been extended to locative descriptions which are not identifiable settlements. Thus 'Rogerus de Gardino' appears as Roger de Gardino and not as Roger of the garden.

Occupational names also present difficulties. 'Willelmus le Chepman' indeed easily becomes William le Chepman although his friends probably called him William the chapman or even William Chapman. Here Chepman has been treated as a surname and so indexed. 'Johannes carpentarius' on the other hand has been read John the carpenter and indexed under John.

Patronymics are simple when they take the form of 'Johannes filius Alicie' for they can be rendered John son of Alice and indexed under John. 'Willelmus filius Galfridi le Clerk de Lavynton' is on the other hand problematic. Was he in the thirteenth century William of Lavington son of Geoffrey the clerk, or William son of Geoffrey the clerk of Lavington? In the absence of any positive evidence upon this point it has seemed best to choose the latter form and to index under Clerk.

All titles preceding or appended to names have been translated. Thus 'magister' becomes master, 'Episcopus Sar'' the bishop of Salisbury. This rule has been extended to cover the heads of religious houses. Thus 'custos domus de Valle Scolarium' becomes the keeper of the house of Vaux. The names of religious houses indeed are so commonly known that no advantage would accrue from the practice of rendering them in Latin. The Latin forms however have sometimes been added in brackets.

An attempt has been made to identify in the index bishops and other prominent ecclesiastics, earls and countesses. In the case of lesser persons identification is very much harder, but identical names which seem to apply to different individuals have been distinguished in some way, commonly by

the addition of a Roman numeral in brackets. But these distinctions should be treated with caution, for it is quite likely that future research will show that the same person appears in different entries.

Place-Names.

All place-names given in English in the manuscript have been printed as they stand unless there is a recognizable contraction in the middle of the word in which case that contraction has been extended. Thus Marlb'ge has become Marleberge. Contractions at the end of a word on the other hand have not been extended but have been represented by a suspension mark. Thus Ebbelesburn' has not become Ebbelesburne although it is possible that that form was considered by contemporaries as the correct one. Place-names in Latin have been translated, Bristoll' and Nova Sar' becoming Bristol and New Salisbury respectively. To draw attention to this translation asterisks have been placed before and after every such place-name. When these asterisks do not enclose an English word it is to be assumed that that word appears in the original as in the instance of North Rugg'. This practice of translation has not been followed in such cases as Canynges Episcopi or Colingburne Comitis. The rendering of the former as Bishop's Canynges would be unobjectionable, but since the latter place is now known as Collingbourne Ducis it would be a matter of doubt whether it should appear in the text as Colingburne Earls, Earls Colingburne or Earl's Colingburne.

Wherever possible every place-name in the text has been identified in the index with its modern equivalent. The form and spelling given in the *Census of 1921, Index of Names of Places*, have been taken as a standard. It is to be assumed that every place that is not expressed as being within another is itself a civil parish and that it is in Wiltshire unless there is a statement to the contrary. A place that has disappeared from the map but of which the approximate location is known is followed by the word '*lost*', one that cannot with any reasonable certainty be identified by the word '*unidentified*'. Where places bearing the same name occur in different parts of the county and it has been impossible to decide which is intended the word '*unidentified*' has likewise been added. The form 'Cumpton' furnishes an example. Field-names have not been separately indexed.

The practices here adopted in reading, extending, translating and indexing are of course not unexceptionable. It is only hoped that they will not be found more inconvenient than their potential rivals. No system can be devised that is not open to grave disadvantages, as all must know who have themselves tried to edit medieval texts on a consistent plan.

ABBREVIATIONS

cons.	consideration.	oct.	octave.
def.	deforciant.	pl.	plaintiff.
dem.	demandant.	quin.	quindene.
Eas.	Easter.	S.J.B.	St. John the Baptist.
Hil.	Hilary.	ten.	tenant.
imp.	impedient.	Trin.	Trinity.
Mic.	Michaelmas.		

SUMMARY OF FORMS

(A.) X has acknowledged the premises to be the right of Y as those which Y has of the gift of X.

(B.) X has acknowledged the premises to be the right of Y as those which Y has of the gift of X. For this Y has granted the premises to X.

(C.) X has acknowledged the premises to be the right of Y as those which Y has of the gift of X. For this Y has granted the premises to X and has rendered them to him.

(D.) X has acknowledged the premises to be the right of Y.

(E.) X has acknowledged the premises to be the right of Y. For this Y has granted the premises to X.

(F.) X has acknowledged the premises to be the right of Y and has rendered them to him.

(G.) X has acknowledged the premises to be the right of Y. For this Y has granted the premises to X and has rendered them to him.

(H.) X has granted the premises to Y and has rendered them to him.

ABSTRACTS
OF
FEET OF FINES
RELATING TO
WILTSHIRE
FOR THE REIGNS OF
EDWARD I AND EDWARD II

EDITED BY
R. B. PUGH
AN ASSISTANT KEEPER OF THE PUBLIC RECORDS

DEVIZES
1939

1294.

28. One month from Mic. *Thomas* de Gumeldon', clerk, Agnes his wife and John, son of the same Thomas, pl. Richard Parfet, of la Lee, and *Amice* his wife, imp. 1 messuage, 1 carucate of land, 4 acres of meadow and 28*s.* rent in Porton'. (A.) To hold to pl. (*Warranty.*) Cons. 50 marks.

29. Three weeks from Mic. Thomas de Hungerford, chaplain, pl. Joan, daughter of Walter de Rolveston', def. 21 acres of land and the fourth part of 1 messuage and 5 acres of meadow in Wintreburne Rolveston' and Netton'. (F.) To hold to pl. (*Warranty.*) Cons. 100*s.*

30. Three weeks from Mic. Thomas de Hungerford', chaplain, pl. Christine, daughter of Walter de Rolveston', def. 21 acres of land and the fourth part of 1 messuage and 5 acres meadow in Wintreburne Rolveston' and Netton'. (F.) To hold to pl. (*Warranty.*) Cons. 10 marks.

23 Edward I.

Case 252. File 28.

1295.

1. Quin. of Hil. Walter de Suttone, pl. Robert Hoppegras and Alice his wife, imp. 1 messuage and 1 carucate of land in Perteworth' and the advowson of the church thereof. (A.) To hold to pl. (*Warranty.*) Cons. 20*l.* *Endorsed* Thomas de Trouwe and Christian his wife put in their claim.

2. Five weeks from Eas. *Roger* ' de Gardino ' and Joan his wife, pl. Thomas de Haddon' and *Joan* his wife, def. 10 marks rent in Bereford', Wodefeld' and Dunton'. (D.) Remise and quitclaim to pl. Cons. 20*l.*

3. Morrow of Purification. Master John Gerberd and Alice de le Escheker, pl. William, son of William de la Leye, and *Alice* his wife, def. Manor of Knowel. (E.) Pl. to hold during their lives of def., rendering yearly 1 rose at S.J.B. Remainder to John, son of Alice de le Eschek', and the heirs of his body to hold of def. Remainder to William, brother of the same John. (*Warranty.*)

4. Oct. of Purification. Alice, daughter of William le Chepman, of Colyngburne ' Comitis ', pl., by Walter de Colyngburne in her place. Walter le Chepman, of Colingburn' ' Abbatis ', imp. 1 messuage and 2 acres of land in Colingburne ' Comitis '. (A.) To hold to pl. (*Warranty.*) Cons. 7 marks.

1294.

5. Quin. of Martinmas. Thomas ' de Bellasago ' and Clarice, his wife, pl., by John de Ledale in their place. Hugh Diveys, def. 1 messuage and 2 virgates of land in Chilmark'. (G.) Pl. and the heirs begotten between them to hold of def., rendering yearly 1 rose at S.J.B. (*Warranty.*) Reversion to def.

1295.

6. Quin. of S.J.B. *John* de Heydore and Emma his wife, pl. Simon Wyther, imp. 1 messuage, 48 acres of land and 20*s.* rent in Chalk' and Burchalk'. (A.) To hold to pl. (*Warranty.*) For this, pl. have granted to imp. 1 messuage and 34 acres of land in Burchalk', which they formerly had of his gift. Def. to hold during his life of pl. (*Warranty.*) Reversion to pl.

7. Morrow of S.J.B. John atte Mere, pl. Jocelin de Tyrnton' and Agnes his wife, imp. 1 messuage and 1 acre of land in Aldeburne. (A.) To hold of pl. (*Warranty.*) Cons. 20*s.*

8. Quin. of S.J.B. Ralph ' de Ebor' ', pl., by John de Jakeleye in his place. Simon Burguillun and Lucy his wife, imp. 9 acres of meadow in Muleford'. (A.) To hold to pl. (*Warranty.*) Cons. 10 marks.

9. Quin. of Mic. *Geoffrey* de Hacche and Margaret his wife, pl. John Byset, def. 1 messuage, 2 virgates of land, 6 acres of wood and 20 acres of feeding in Esthacche Tussebury. (F.) To hold to pl. (*Warranty.*) Cons. 20*l.*

10. Morrow of Martinmas. William de Piriton', chaplain, pl. Robert Wytlok', of Lydiard Tregoz, and Edith his wife, imp. 1 messuage and 6 acres of land in Pyriton'. (A.) To hold to pl. (*Warranty.*) Cons. 12 marks.

11. Oct. of Mic. Michael de Drokenesford', pl. Joan, daughter of William ' de Columbariis ', def. Manor of Frocsefeld', which John de Popham and Joan his wife hold for Joan's life of her inheritance. (D.) Def. has granted the remainder of the premises to pl. (*Warranty.*) Cons. 100 marks. John de Popham and Joan his wife have done fealty to pl.

24 Edward I.

1296.

12. Oct. of Purification. Henry de Suthstrete, of Aldrinton', pl. John Atehirne, of Aldrinton', and Alice his wife, imp. 1 messuage and 1 virgate of land in Aldrinton'. (A.) To hold to pl. (*Warranty.*) Cons. 20 marks.

1318.

Christian, the heirs of their bodies after each of them in succession and Alice daughter of the said Reynold. Cons. 20*l.*

22. Oct. of Trin. John Fraunceys and Margery his wife, pl. John Coty, the elder, def. 3 messuages, 87 acres 1 rood of land, 1½ acre of meadow, 10 acres of wood [and] pasture for 3 oxen, 2 heifers, 2 cows and 60 sheep in Tudeputte by Merton' and Berewyk' 'Sancti Johannis'. (C.) To hold to pl. and the heirs of their bodies. Remainder to the right heirs of the said John Fraunceys. (*Warranty.*)

23. Oct. of Trin. Hugh le Despenser, the elder, pl., by John de Wynterburn' in his place. Nicholas Russel, of Strengesham, *Agnes* his wife and *Joan* sister of the same Agnes, def. 82½ acres of land, 15 acres of meadow, 6½ acres of feeding, 1 acre of wood and 7*s.* rent in Hoke. (D.) Remise and quitclaim to pl. Cons. 100*l.*

24. Oct. of Trin. *Nicholas* le Escriveyn and Alice Kynebald, pl. *Geoffrey* de Pupelpenne and Joan his wife, def. 1 messuage, 40 acres of land, 1 acre of meadow and 2*s.* rent in Yatesbury. (D.) Remise and quitclaim to pl. (*Warranty.*) Cons. 40 marks.

12 Edward II.

25. Oct. of Mic. Walter de Radenore, pl. John Whitlok', of Lydeyard Tregos, def. 1 messuage, 34 acres of land and 7 acres of meadow in Lydeyerd Tregos. (F.) To hold to pl. (*Warranty.*) Cons. 20 marks.

26. Oct. of Mic. *Adam* Waleraund' and Joan his wife, pl., by John de Crikkelade in his place by the king's writ. Simon Waz and Emma his wife, def. 2 messuages, rent of 20*s.* and 1 *lb.* of pepper and the moiety of 1 virgate of land in Haydon' and Haydoneswyk'. (A.) To hold to pl. (*Warranty.*) Cons. 20*l.*

27. Morrow of All Souls. Edward, son of Bartholomew Aunger, of Malmesbury, pl. Agnes, who was the wife of Bartholomew Aunger, of Malmesbury, def. 8 messuages, 2 shops, 16 acres of land and 1½ acre of meadow in Malmesbury, Brokenberwe and Bremelham. (D.) Remise and quitclaim to pl. (*Warranty.*) For this, pl. has granted that he will render to def. yearly, during her life only, 12*s.*, 4 quarters of wheat and 4 quarters of oats, to wit 3*s.*, 1 quarter of wheat and 1 quarter of oats at Christmas, Eas., S.J.B. and Mic. severally. If pl. shall default, it shall be lawful for def. to distrain upon the goods and chattels of pl. in the said tenements and keep them until the full payment of the sum and render of corn in arrear. *Endorsed* Agnes, daughter of Robert son of Bartholomew Aunger, puts in her

1318.

claim. Thomas, son of Robert son of Bartholomew Aunger, puts in hi claim.

28. Three weeks from Mic. William de Wauton', pl. Robert le Taverner, of Wermenstre, and *Margery* his wife, def. (i) 1 messuage and (ii) 1 acres of land in *Great* Fennysutton' and Newenham. Def. have acknowledged the premises to be the right of pl., of which pl. has (ii) of gift of def To hold to pl. Moreover, def. have granted to pl. the remainder of (i), whicl John Swyft' holds for life of the inheritance of Margery in Newenham (*Warranty.*) Cons. 20 marks. John has done fealty to pl.

29. Morrow of Martinmas. Richard atte Nasshe, pl. William de Bakwylle and *Felise* his wife, def. 1 messuage, 40 acres of land, 2 acres of meadow and 8*s.* rent in Lacock. (A.) Remise and quitclaim to pl. Cons. 40 marks.

30. One month from Mic. *William* Mount and Joan his wife, pl. Adam Wykyng', of Mere, def. 1 messuage and 1½ carucate of land in Mere. (C.) Def. to hold during his life of pl., rendering yearly 1 rose at S.J.B. Remainder to Hugh son of the same Adam, Isabel his wife and the heirs of Hugh's body to hold of pl. Reversion to pl.

31. Oct. of Mic. Robert le Graunt, pl. Richard de Calne and Isabel his wife, def. 1 messuage, 1 virgate of land and 1 acre of meadow in Brodehenton'. (A.) To hold to pl. (*Warranty.*) Cons. 10*l.*

32. Morrow of All Souls. Thomas in the Grene, pl. John de Notele and Alice his wife, def. 3 messuages in Creckelade. (A.) To hold to pl. (*Warranty.*) Cons. 10 marks.

33. Oct. of Mic. Nicholas de Kyngeston', pl., by Thomas de Harpeden' in his place. Richard de la Ryvere and Margery his wife, def. 34 acres of land in Northbrudycombe. (F.) To hold to pl. (*Warranty.*) Cons. 40 marks.

34. Oct. of Mic. William Waleraund and Joan his wife, pl., by William Reynold' in her place by the king's writ. Richard vicar of Aldebourne, def. 1 messuage and 1 carucate of land in Chuseldene. (C.) To hold to pl. and the heirs of their bodies. Remainder to the right heirs of William.

35.[1] Morrow of All Souls. Sybil, [who was the] wife of Laurence 'de Sancto Martino', pl., by Simon de Wyly in her place by the king's writ. John Aucher, def. Manors of Ubeton' and Werdure. (I.) To hold to pl. and Laurence's heirs. Cons. 200 marks.

[1] This concord was made in the octave of Saint John Baptist 11 Edward II (the said Laurence being then also plaintiff, by Nicholas de Wyly in his place, but now dead) and recorded and granted on this day.