

AN EDITION OF FIFTEENTH-CENTURY
VERNACULAR DEEDS FROM THE
COUNTY OF DURHAM

Alicia Rodríguez-Alvarez

A thesis submitted for the degree of
Master of Philosophy

University of Glasgow
Department of English Language

September 1994

©Alicia Rodríguez-Alvarez, 1994



ProQuest Number: 13815459

All rights reserved

INFORMATION TO ALL USERS

The quality of this reproduction is dependent upon the quality of the copy submitted.

In the unlikely event that the author did not send a complete manuscript and there are missing pages, these will be noted. Also, if material had to be removed, a note will indicate the deletion.



ProQuest 13815459

Published by ProQuest LLC (2018). Copyright of the Dissertation is held by the Author.

All rights reserved.

This work is protected against unauthorized copying under Title 17, United States Code
Microform Edition © ProQuest LLC.

ProQuest LLC.
789 East Eisenhower Parkway
P.O. Box 1346
Ann Arbor, MI 48106 – 1346

ACKNOWLEDGEMENTS

I would like to express my thanks to all those who in various ways have helped me in the preparation of this study. I have to thank Dr. Jeremy J. Smith for his invaluable advice on the content and style of this thesis. I am also grateful to Dr. Enrique Bernárdez Sanchís for his support and patience. My warm thanks go to María del Mar Pérez Gil, Isabel González Cruz, Francisco Vizcaíno Ortega and Lydia Bolaños Medina, colleagues and, above all, friends. I am also indebted to Dr. José S. Gómez Soliño for his helpful suggestions; to Mr. Patrick Mussett and the staff of the University Library Archives and Special Collections of the University of Durham, the staff of Durham County Record Office, and the staff of Durham Dean and Chapter Library for their kind assistance; to the Universidad de Las Palmas de Gran Canaria and the Fundación Universitaria de Las Palmas for financial support; and finally, to my parents and my husband Gregorio for unfailing encouragement.

CONTENTS

INTRODUCTION	1
I. LIST OF DOCUMENTS	5
II. THE DOCUMENTS	9
II.1. PHYSICAL DESCRIPTION OF THE DOCUMENTS	10
II.2. THE SEALS	15
II.3. CONTENTS OF THE DOCUMENTS	17
II.3.1. TRANSMISSION OF LAND	19
II.3.2. LITIGATION	35
II.3.3. LETTER TESTIMONIAL	39
II.3.4. FINANCIAL TRANSACTIONS	40
II.3.5. MISCELLANEA	40
III. DIPLOMATIC COMPOSITION OF THE TEXTS	42
IV. EDITORIAL METHOD	53
EDITORIAL CONVENTIONS	56
BIBLIOGRAPHY	57
V. TEXTS	61
GLOSSARY OF LEGAL TERMS AND PHRASES	206
GLOSSARY OF LAND MEASURES AND ADMINISTRATIVE DIVISIONS	217
INDEX OF PERSONS	219
INDEX OF PLACES.....	227
APPENDIX : COUNTY DURHAM MAP	233

INTRODUCTION

The late 19th and early 20th centuries witnessed the edition of many cartularies, registers, and collections of charters and deeds kept in repositories all over Great Britain. Journals of different archaeological and record societies undertook the vast task of transcribing, describing and publishing documents that had remained neglected in archives even for centuries. Nevertheless, a lot of documentary material that provides relevant information for local history, diplomatics, law and history of the English language remains to be investigated. The purpose of the present edition is to make a modest contribution to the already published corpus of late Medieval English documents produced in the County of Durham and edited mainly by the Surtees Record Society. The corpus edited here consists of a selection of deeds written in English during the 15th century¹ and kept in Durham archives. The term "deed" here is used in its most general sense, that is, "[...] any short self-contained legal document, not being an account, the full

¹ Only one document dates to the beginning of the 16th century.

proceedings of a court, a writ, a precept or a letter".² Such a definition allows us to include all the documents in this edition: arbitrations, conditions of obligation, contracts, enfeoffments to uses, etc. ; but not only have the original deeds been edited, those documents that precede and follow them in the process of production have also been included, i.e. the drafts written before the final version of the deeds and their copies, recorded usually in cartularies and registers. All the documents are private deeds that, in Pugh's words:

[...] preserve in writing the memory of a transaction or event. [...] Private persons (all those nor possessing the quality that merited a *fides publica*, and ordinary people in general) wished to make certain that their property was held by good title, that they could protect their businesses and investments, recover their loans and debts, enforce contracts, or dispose of their goods after death.³

Apart from the actual texts, the legal procedures mentioned in the documents are explained briefly in a general introduction which is addressed mainly to the lay reader; thus, the legal scholar and the historian may find the accounts of the documents somewhat basic. The diplomatic composition and different formulas used in the deeds will also be analysed. As private documents we might expect not to meet the icy formulas that "corset" the official

² Pugh 1947: vii.

³ Boyle 1976:76.

documents but at such a late date this formulaic character and rigidity had already been established in private legal management and the same fixed patterns, with a few variants, can be inferred very easily through a collation of the documents.

Finally, a *Glossary of Legal Terms and Phrases*, a *Glossary of Land Measures and Administrative Divisions*, an *Index of Places* and an *Index of Persons* mentioned in the documents will be supplied.

Most of the documents in this edition are preserved in Durham University Library (Archives and Special Collections), although a few of them are kept in Durham County Record Office and in Durham Dean and Chapter Library. In order to carry out the research these repositories supplied photocopies and photostats, the basis of the first transcriptions of the texts which were checked with the original documents later *in situ*.

With regard to the Library references and the contents of the documents, the *Linguistic Atlas of Late Mediaeval English* ⁴ has been not only the starting point but the primary and basic source of information. Its Index of Sources "[...] is the largest and most comprehensive list of manuscripts containing Middle English yet published"⁵ and

⁴ McIntosh, Samuels and Benskin 1986. From now on we will refer to this work as the LALME.

⁵ McIntosh, Samuels and Benskin (vol I) 1986:39.

thus constitutes an indispensable catalogue for any research on Middle English manuscripts and editions. The documents in this edition, grouped in the LALME under the heading of the County of Durham, are labeled 'local texts', that is, texts that provide information on the place of their production. As 'anchor texts', their function was to help localise other texts, mainly literary manuscripts, whose origins were unknown through a process called "the fit technique"⁶. The LALME gives a brief description of the documents making reference to the physical legal form they adopt, the type of document according to their contents, parties involved, and date and place of linguistic origin. It is to be noted that a selection of the unpublished deeds catalogued in the LALME has been made here, and other deeds not mentioned or not having a separate entry in this work have been added to the corpus in this edition.⁷ The latter were found during research in Durham University Library and Durham County Record Office and enlarge the number of entries for local texts from the county of Durham recorded in the LALME.

⁶ A detailed explanation on this technique is irrelevant in this discussion. For an account of it see McIntosh, Samuels and Benskin 1986 (Vol. I): 9-12.

⁷ See No. 4, 23, 25, 43 and 49 in the *List of Documents* below.

I. LIST OF DOCUMENTS

ABBREVIATIONS

Car. :	Cartulary
D.C.D. :	Dean & Chapter Muniments
D.C.R.O. :	Durham County Record Office
D.D.C.L.:	Durham Dean and Chapter Library
D.U.L. :	Durham University Library
E.P. :	Eden Papers
Misc. Ch. :	Miscellaneous Charters
Pr.'s Rg.:	Priory's Register

DOCUMENTS⁸

No ⁹ REPOSITORY	REFERENCE	DATE ¹⁰	No.LINES
1. D.U.L	D.C.D. Locellus V.15	1414 or later	56
2. D.C.R.O.	D/Lo/F 322	1415, 31 January	20

⁸ When we have not only the deed but a draft and a copy of its text, the three documents are ordered in the list according to the order of their production: draft, original deed and copy.

⁹ From now on this number will refer to the document in question.

¹⁰ Except on rare occasions, in order to date these documents according to the current system, we need a table of regnal years, information on Easter days -varying year after year- and on Saints' Days of the Christian Year. Cheney 1945, Wallis 1921 and Richardson 1989:56-59 give the necessary information.

3. D.U.L.	D.C.D. Misc.Ch.1069	1441, 4 June	20
4. D.U.L.	D.C.D. Misc.Ch.1069 ² ¹¹	1441, 16 September	7
5. D.U.L.	D.C.D. Misc.Ch.1069 (dorse)	1441, 16 September	31
6. D.U.L.	D.C.D. Misc.Ch.656	1441, 16 September	24
7. D.U.L.	D.C.D.Pr.'s Rg. III, f.273*r-v ¹²	1441, 16 September	42
8. D.C.R.O.	D/Gr 295	1443, 23 March	20
9. D.C.R.O.	D/Gr 296	1447, 14 January	23
10. D.U.L.	D.C.D. 1.9. Spec.43	1447, 26 August	22
11. D.U.L.	D.C.D. Car. IV, ff. 145r-v	1447, 26 August	36
12. D.U.L.	D.C.D. 2.3.Spec.63	1448, 18 March	27
13. D.U.L.	D.C.D. Misc.Ch.1282	1449, 16 March	13
14. D.U.L.	D.C.D. 3.4.Spec.6	1450, 15 February	22
15. D.U.L.	D.C.D. Car. IV, f. 66v	1450, 15 February	36
16. D.U.L.	D.C.D. 3.13.Spec.48	1450, 14 September	15
17. D.U.L.	D.C.D. 1.4.Spec.81	1455, 12 March	16
18. D.U.L.	D.C.D. 2.1.Finc.70	1462, 3 May	17
19. D.U.L.	D.C.D. 4.10.Spec.16	1465, 24 June	8
20. D.U.L.	D.C.D. Car. IV, f. 198v	1465, 24 June	13
21. D.U.L.	D.C.D. 1.4.Spec.50	1465, 3 December	9
22. D.U.L.	D.C.D. Car. IV, f. 54r	1465, 3 December	12

¹¹ This document appears on the same sheet as Misc.Ch.1069, therefore the library reference is the same. Nevertheless, and in order to avoid confusion, from now on I will refer to this document as Misc.Ch.1069².

¹² Although this document has already been edited by Raine (1841. *The Priory of Coldingham*, The Publications of the Surtees Society 12:120-121), it is included in this edition to make possible comparison of its original punctuation with the punctuation of 6 -of which 7 is copy- and 5 - draft of 6.

23.	D.C.R.O.	D/Lo/F/324	1468, 25 July	16
24.	D.U.L.	D.C.D. 4.10.Spec.22a	1469, <i>circa</i> 25 March	7
25.	D.U.L.	D.C.D. 4.10.Spec.22b	1469, <i>circa</i> 25 March	6
26.	D.U.L.	D.C.D. Car.IV, ff.199v-200r	1469, <i>circa</i> 25 March	9
27.	D.U.L.	D.C.D. 4.10.Spec.25	1470, 11 November	10
28.	D.U.L.	D.C.D. Car. IV, f. 200r	1470, 11 November	14
29.	D.U.L.	D.C.D. 3.10.Spec.45a	1470, 11 November	24
30.	D.U.L.	D.C.D. 3.10.Spec.45c	1470, 11 November	21
31.	D.U.L.	D.C.D. 3.10.Spec.45b	1470, 11 November	9
32.	D.U.L.	D.C.D. Car.IV, ff.191v-192r	1470, 11 November	25
33.	D.C.R.O.	D/Gr 300	1472, 21 July	18
34.	D.U.L.	D.C.D. 4.11.Spec.40a	1479, 27 June	10
35.	D.U.L.	D.C.D. 4.11.Spec.40b	1479, 27 June	10
36.	D.U.L.	D.C.D. 3.10.Spec.44	1480, 2 November	15
37.	D.U.L.	D.C.D. Car. IV, f. 191v	1480, 2 November	27
38.	D.U.L.	D.C.D. Misc.Ch.5811	1482, 6 July	11
39.	D.U.L.	D.C.D. 2.1.Finc.64	1483, 22 October	18
40.	D.U.L.	D.C.D. 1.4.Spec.87	1486, 14 August	6
41.	D.U.L.	E.P., Bundle 54, Item 4	1489, 28 October	23
42.	D.U.L.	E.P., Bundle 54, Item 5	1489, 28 October	25
43.	D.U.L.	D.C.D. 2.4.Spec.24	1490, 10 January	25
44.	D.U.L.	D.C.D. Car. IV, f. 105r	1490, 10 January	36
45.	D.U.L.	D.C.D. Car. IV, f. 247r	1491, 3 July	8
46.	D.U.L.	D.C.D. 4.9.Spec.33*	1491, 2 December	13
47.	D.U.L.	D.C.D. Car. IV, f. 178v	1491, 2 December	10
48.	D.U.L.	E.P., Bundle 54, Item 6	1492, 6 April	25
49.	D.U.L.	D.C.D. Car. IV, f. 246v	1493, 29 January	24

50. D.U.L.	D.C.D. Car. IV, f. 252r-v	1497, 12 November	22
51. D.U.L.	D.C.D. 3.10.Spec.58	1500, 4 November	13
52. D.U.L.	D.C.D. Car. IV, f. 194r-v	1500, 4 November	18
53. D.U.L.	D.C.D. Car. IV, ff.245v-246r	1504, 11 February	67
54. D.D.C.L.	Hunter, 11	mid15th-century	16
55. D.U.L.	D.C.D.1.6.Spec.46	no date	13
56. D.U.L.	D.C.D. Car. IV, f. 90v	no date	16
57. D.U.L.	D.C.D. 4.2.Ebor.27.b	no date	22

II. THE DOCUMENTS

The documents in this edition can be catalogued as i) ecclesiastical records, and more particularly capitular records (all the Dean and Chapter Muniments and 54), and ii) title deeds in family muniments or family archives, (2, 8, 9, 23, 33, 41, 42 and 48).¹³

Iredale comments on Capitular Records:

Chapter act books, commencing during the 13th century, chronicle administrative decisions of the dean and canons on a variety of subjects, including licences to quarry or dig coal, styles of religious service, probate wills, lists of lay officials, appointments of chantry priests, leasing of church property and repairs of the minster. The capitular estate archive itself consists of title deeds, surveys, rentals, account books and correspondence.¹⁴

The records presented in this edition -original deeds as well as copies in *Cartulary IV* and *Priory's Register III* - are those held by the Cathedral Priory of Durham and cover a wide range of legal affairs (leases, uses, attestations, etc.), although most of them concern land transactions since:

¹³ I am following the classification of records in Emmison 1978 and Iredale 1985.

¹⁴ Iredale 1985:85.

[...] by the end of the Middle Ages the abbeyes and priories owned about one-third of the land of England, with correspondingly numerous muniments (charters and title-deeds) and other archives.¹⁵

The title deeds in family muniments comprise all the deeds concerning the history of family estates, that is to say, they indicate their different owners, the reductions and expansions land estates have undergone generation after generation, the new buildings erected as well as the existing old constructions, disputes on particular estates and all the processes affecting them. Marriage settlements, wills, gifts, grants, leases and other documents record all these processes.

II.1. PHYSICAL DESCRIPTION OF THE DOCUMENTS

The documents can be classified according to the physical form they adopt into :

Cartulary: 11, 15, 20, 22, 26, 28, 32, 37, 44, 45, 47, 49, 50, 52, 53, 56.

Register: 7.

Deed poll: 1, 13, 14, 17, 21, 23, 25, 27, 30, 31, 46, 51, 54, 55, 57 .

¹⁵ Emmison 1978:37.

Indenture : 2, 6, 8, 9, 10, 12, 16, 18, 19, 24, 29, 33, 34,
35, 36, 38, 39, 40, 41, 42, 43, 48.

Draft: 3, 4, 5.

CARTULARY

Cartularies are registers of muniments, that is to say of the title-deeds (*carte*), charters of privilege (*privilegia*) and other documents which are kept by landowners as evidence of their personal or corporate rights. They are made primarily for purposes of reference and information [...] ¹⁶

Our *Cartulary*, a product of the clerks in the Cathedral Priory of Durham, has the form of a book. Secretary hand with some Anglicana graphs -*a*, *g*, *r*, *s*, and *w* -¹⁷ and brownish black ink are found throughout. No different colour is used for the initials of entries, instead, every entry in the Cartulary is marked by an entry reference or title on the margins of the leaves alluding briefly to the type of charter (grant, use, conditions of obligation, etc.) and the name of some party involved.

¹⁶ Davis 1958:xi.

¹⁷ I am following the classification of scripts given by M. B. Parkes (1969. *English Cursive Book Hands 1250-1500*. Oxford: Clarendon Press) and Anthony G. Petti (1977. *English Literary Hands from Chaucer to Dryden*. London: Edward Arnold). Jenkinson calls this script *Splayed Hand* (1969. *The Later Court Hands in England*. New York: Frederic Ungar Pub. 1st pub. 1927)

Cartulary IV: ii + 309 + i¹⁸

*Cartulary IV*¹⁹ consists of two flyleaves plus 309 folios and another flyleaf at the end of the document containing the index of documents. Both the first and the last flyleaves are of paper and were added in a later binding, probably in the 19th century since the *Cartulary* was used and examined by a commission in a legal cause at that time, as it is stated on the first flyleaf. The second flyleaf and the 309 folios are of membrane. Original foliation in brown ink numbers the first four folios in Roman numbers turning then to Arabic numerals from 1 to 305. A second and a third later foliations, the former in ink and the latter in pencil, uses Arabic numerals from 1 to 309, the folio numbers always placed in the right hand top margin. The average dimensions of the leaves are 34.8 cm high by 26.5 cm broad and some quires were trimmed since the original foliation has been cut off remaining only the lower parts of the numbers. The leaves are pricked and ruled to indicate the width and the height of the writing area and both the vertical and the horizontal rulings are prolonged to the outer

¹⁸ The method adopted has been described in N. R. Ker. 1957. *Catalogue of MSS Containing Anglo-Saxon*. Oxford: Clarendon Press.

¹⁹ A short description of this *Cartulary* is given by G. R. C. Davis in his *Medieval Cartularies of Great Britain. A Short Catalogue*. 1958. London: Longmans, Green and Co., p. 39: "331. Ditto [Durham, Dean & Chapter, Muniments], 'Cartuarium IV'. Vol. ii (cf. No. 330), *Specialia*. Copies of local deeds, rel. the Palatinate of Durham, arranged in order of pressmarks by places. Fos. 309. 13 3/4 x 10 1/4 in."

edges. All the entries in the *Cartulary* are written in single column in a writing area of 24.7 cm high by 17 cm broad.

Two different covers can be distinguished in the binding: a cover of brown leather and on top of that a layer of brown suede. Three rectangles one inside the other as the only ornament of the covers. A fastening clasp remains on the back cover.

REGISTER

Whereas a cartulary is a specific type of register, namely a catalogue of the copies of title deeds of a secular or ecclesiastical lord in order to protect his privileges over land, a register is a general term applied to a "[...] simple collection of copies of outgoing documents commissioned or, on occasion, composed by the actor (bishop, pope, king, commune, etc.) [...]"²⁰ composed in a careless fashion and less valuable -as proof of the original documents- than a cartulary since the "[...] copies are often based on drafts or notes, or are highly abbreviated".²¹

Prior's Register III: iv + 332 + ii.

The 322 folios in *Prior's Register III* have Roman numeration in the first twentyone folios (i-xxi) and then

²⁰ Boyle 1976:83.

²¹ Boyle 1976:83.

Arabic numerals are used from 1 to 311. The foliation is original and the numbers are placed in the right hand top margin. A medieval thematic index goes from f. xiii to f. xxi (original foliation). The leaves are of membrane and their average dimensions are 36 cm high by 25.5 cm wide. Some of the quires are pricked on the left and right margins to mark the horizontal ruling. The text is conformed in a single column of about 26.5 cm high by 17.5 cm wide.

The *Register* is bound in wooden boards wrapped by a brown leather cover and a second layer of brown suede decorated with a floral rectangle-shaped device.

DEED-POLL

The term deed-poll refers to the physical form of the document. The term itself is self-explanatory, since it is a deed written on a square piece of membrane with its edge polled or straight. As a unilateral deed, that is, made by one party (a party may consist of more than one person), a duplicate was not necessary and hence the lack of indention to test authenticity to a second party.

Single sheets of membrane were also used to write drafts of documents. In the same way that we do today, some of these drafts were written on the same sheet, although this fact was more justifiable then: shortage of material made scribes take advantage of every piece of membrane.

The description of every deed-poll is provided just before the text.

INDENTURE

When a document concerned two or more parties, its text was written on a single piece of membrane as many times as parties were concerned being then cut through with an indented line. "Each party sealed or signed the copy to be kept by the other. In case of doubt the genuineness of either copy could be tested by whether its indentations (and the letters of 'chirographum'²², if present) exactly fitted those on the other copy".²³

Descriptions and measures of indentures are given before the text of each document.

II.2. THE SEALS

Sealing or:

[...] the addition to a written document of an impression, generally in some mixture of beeswax, from a finger ring or some larger surface, identifiable by the device or wording engraved on it as the property of a particular person [...]²⁴

²² Another term to refer to an indenture or to one of the counterparts of such indenture.

²³ Gouldesbrough 1985:11.

²⁴ *Guide to Seals in the Public Record Office*: 1.

had become a popular practice by the beginning of the 15th century. In business documents:

[...] there is ample evidence that already in the thirteenth century the burgess of a small town, or the small landowner, frequently thought the written business that came his way quite sufficient to warrant the possession of a seal.²⁵

Its main function was to prove the authenticity of documents and although literacy was becoming widespread among landowners, and documents signed as well as sealed began to appear (39, 46, 51) sealing continued being the most usual way of granting validity of deeds.

Rev. Greenwell's study edited by Blair is the most comprehensive work ever done on Durham seals. His catalogue gives valuable information on the owners of the seals, measures and descriptions of the devices. Nevertheless, however thorough Greenwell's survey is, not all the seals are included since in Blair's words "speaking generally, they [signets or small personal seals made to fit a finger ring] are not of much interest".²⁶ Being the documents of this edition private documents of local character, many of their seals are not catalogued.

²⁵ *Guide to Seals in the Public Record Office*: 7.

²⁶ Greenwell & Blair, 1911-1921:l.

With regard to their physical nature, all of them are made of red wax and most of them are about 1 cm in diameter. Depending on the methods of attachment seals in our documents are pendent or "applied":

A) *Appended or pendent seals*. From the different methods to attach pendent seals, the simplest one consists in making a cut running across the lower edge of the document forming a *tongue* (13) -or more than one (10, 21, 23, 38, 51) - to which the seal or seals are attached. Sometimes a much narrower tongue below the previous one is made : the *tie* (17, 46)

By another method the foot of the document is folded and two cuts are made through both layers and another one at the fold. A strap of membrane or *tag* passes through these cuts and one or more seals are attached to the loose ends. (6, 9, 14, 19, 33, 34, 35, 40, 48) Sometimes only one cut is made through both layers (2, 8, 12, 16, 29, 36, 41, 42).

B) *Applied seals*. The seals are affixed to the surface of the documents (18, 24, 39).

II.3. CONTENTS OF THE DOCUMENTS

Five different topics related to functions have been distinguished: a first group of documents used to transfer

land, a second group of documents recording the end of a dispute, a third group of documents performing the function of a sworn declaration, a fourth group dealing with financial transactions, and a last group of documents under the heading of *miscellanea* that covers deeds of various kinds. The memoranda have been included in different types according to the subject-matter they record:

TRANSMISSION OF LAND

Enfeoffment to use: 41, 42.

Grant: 5, 6, 7, 34, 35.

Lease: 3, 4, 12, 19, 20, 24, 25, 26, 27, 28, 29, 30, 31, 32, 36, 37, 38, 39, 43, 44, 53.

Marriage settlements (articles, contract): 8, 9, 33.

Memorandum: 1.

LITIGATION

Arbitration: 10, 11, 16, 48.

Conditions of obligation: 17, 45, 46, 47, 51, 52.

Memoranda: 49, 55, 56, 57.

LETTER TESTIMONIAL

Letter testimonial (attestation) : 13, 21, 22, 23, 50.

FINANCIAL TRANSACTIONS

Receipt: 40.

Sale: 18.

MISCELLANEA

Contract: 2.

Perambulation: 14, 15.

Memorandum: 54.

II.3.1. TRANSMISSION OF LAND

In medieval times concentration of lands meant power and status:

The basic source of noble and genteel income was from land, [...] land remained the only solid, generally respected foundation for the maintenance of a position of dignity and influence. Sound estate management was, for that reason every bit [...] vital to the preservation of the family fortunes of the noble and genteel.²⁷

The rights over land, the line of inheritance and the processes of transmission of land were clearly established, and original documents recording all these processes as well as copies in registers or cartularies were carefully kept, since they could be used to prove right ownership over land. It is no wonder then that most of the deeds in this edition are concerned basically with land transmission.

A general knowledge of medieval land law is necessary in order to understand all the complicated transactions that a single plot of land could undergo in a relatively short period of time. The following general account contextualises the instruments of conveyance contained in this edition in the legal frame of the period. Its aim is to make these texts,

²⁷ Keen 1990:171-172.

unknown to philologists although more familiar to historians, more accessible. Therefore the reader should not expect a treatise on land law or an expert opinion.²⁸

The ways a tenant had at his disposal to transfer his patrimony are numberless and even sometimes by the same deed a plot of land could be transferred to different persons for different periods of time. The usual ways of transmission were through sale, grant, enfeoffment to use, lease, marriage contract and inheritance. We do not have any document concerning the sale -and therefore purchase- of lands. This fact should not strike us as unusual since very seldom did landlords get rid of their lands; on the contrary, the general tendency was to increase the extension of land patrimony since the tenancy of land meant power, above all local power. Therefore it is not very common to encounter cases of sale of lands and the few we find are related to childless landlords who did not have anybody to benefit and wanted to enjoy the profits they could get from the sale of the lands.

²⁸ If the reader feels the urge of delving deeper into these rather complicated matters it is advisable to begin with McFarlane 1973:61-89 and 136-139; Given-Wilson 1987:128-201, and Keen 1990:171-185. A very useful guide to the types of title deeds is Dibben's *Title Deeds 13th-19th Centuries*. For a thorough analysis see Milsom 1969: Chapter II; Simpson 1986: Chapters I-III, and Plucknett 1956: Chapters 5, 6, 7 and 10.

GRANT

Documents 5, 6 and 7 deal with the grant of an office and lands in a certain area for a period of forty years. The grantor transferred the benefits that could be obtained from the lands -apart from the payment of a salary- as well as the exercise of power and authority over the area in exchange for a service, that is, to be the representative of his authority. This did not mean that the grantee had absolute power since the grantor, in this case the Prior of Coldingham, kept for himself the prerogative of charging and discharging the servants in the area. Once the period of forty years were over the grant would become invalid.

In documents 34 and 35 Thomas Claxton was the grantor and Richard Catlyngson and his assignors acted as grantees. As in the previous case, a patrimony -a cottage and forty shillings as well as a rent of ten shillings- was granted to Richard and his assignors for a period of time that was not specified in the document after which the cottage would return to the said Thomas, his heirs and assignors. In a grant, therefore, a grantor transfers patrimony (physical patrimony, a position and/or money) to a grantee for a period of time stated in the document and recovers the physical patrimony once the term stated is over.

LEASE

Lease is the written instrument by which a landowner conveys land property (a messuage, some husbandlands, cottages, closes, meadows, pastures) to another person -and sometimes his heirs and assignors- for a specified or unspecified number of years , e.g. for a life, in exchange for a sum of money.

In our documents the number of years for a lease range from six (19, 20, 24, 25, 26), seven (3), nine (12, 27, 28, 39), fifteen (36, 37), twenty-one (29, 30, 31, 32) to sixty (43, 44). In this type of lease the lessee paid a sum of money yearly (12, 38, 43, 44) or paid a sum of money for the first years and a different sum for the following years (3), or a rent was paid only in the last years of the lease (36, 37). A striking case is that of 19 and 20 where the rent asked -a red rose- has a symbolic rather than a pecuniary value, and sometimes no amount of money is mentioned (4, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 39).

Arrangements for repairs and maintenance of the estates are made and normally the lessor makes a clause of warranty, that is, he commits himself to defend the lessee from any claim over the lands he has by the lease.

In a lease for life (38) the lessee also paid an annual rent but he had freehold of the property not by this deed but by an enfeoffment or another instrument of delivery; in 38 a deed of gift was the instrument used to make delivery.

Before dealing with the enfeoffment to use and the marriage contracts, it seems convenient to be aware of the problems of inheritance and incidents²⁹ in medieval times. First of all the concept of property should be clarified. Property, as we understand it today, did not exist, or rather, the only real owner of land in medieval England was the king, who was at the top of the pyramid (a very graphic way of representing social relationships in medieval times). Beneath the king was a chain of tenants and subtenants following a hierarchy in a policy of subinfeudation. In this way "a single plot of land [...] may have been in some sense the property of several different people: a peasant, the lord of his manor, the lord's lord, the king".³⁰ Therefore a landholder at a certain level of this pyramid could be tenant and lord at the same time. And as a tenant in the 15th century, he was due to his lord through the incidents of wardship and marriage that had remained from the early Middle Ages. By wardship, a landowner could enjoy the benefits of the land held by his tenant if the latter died and his heir was in his minority. In the same way and by the incident of marriage, he could obtain profit "selling" the heir (and future tenant of his lands) to another tenant looking for a landed husband for his daughter.

²⁹ A technical term referring to the taxes attached to an estate.

³⁰ Milsom 1969:89.

The king then, as the only owner of land, granted his knights lands that became inheritable to their male heirs. The law of primogeniture was the one governing inheritance from the 12th century up to the 14th century. The eldest son was the lawful heir of a tenant's estates. However some legal procedures were devised in order to avoid such a rule; these devices were the *enfeoffment to use*, the *tail* and the *marriage contracts*. The use of these devices allowed a landholder to provide not only for his eldest son but also for himself, his wife, his other sons and daughters, and even friends, although this was extremely rare. Normally a landholder was happy providing all his children with maintenance and lands, not to do it was considered a failure. If the landholder purchased lands, the lands he inherited from his father were the ones he left his eldest son and the "conquered" lands were the ones distributed among his other children.

A second great advantage of these new instruments of conveyance was the evasion of the medieval incidents on tenure of wardship and marriage. The tenant arranged the transmission of patrimony in such a way that during his heir's minority a trustee would be the actual holder of the land as long as the trustor had stated in the document. The present corpus presents an *enfeoffment to use*, three marriage articles and a memorandum of a problematic case of hereditary rights where almost all the legal processes originated and developed in this period are mentioned.

ENFEOFFMENT TO USE

Documents 41 and 42 (part and counterpart of a bipartite indenture) are clear examples of an enfeoffment to use. Given-Wilson gives a concise but clear and complete account of this device:

The enfeoffment to use (or 'use' as it is commonly called) was in essence trust. The landholder (the 'feoffor') granted his lands, in fee simple, to a group of trustees (the 'feoffees'), who thus became the legal holders of the land. By prior arrangement, however, the profits of the land would be made over by the feoffees to whomsoever the original grantor nominated (the '*cestui-que-use* ') and after his death they would grant it to another party -again, naturally, according to his wishes. Frequently the landholder would nominate himself as the first *cestui-que-use* , which enabled him to continue enjoying the profits while he lived, simultaneously nominating his intended beneficiary *post mortem*. He had thus succeeded in by passing feudal inheritance law, for technically the land was never actually inherited. The great advantage of the use was its flexibility: time limits could be set on its operations, and any number of secondary conditions could be attached. Naturally, feudal obligations could also be evaded, for since a landholder did not legally hold any land that had be enfeoffed by him at the time of his death, his superior lord had no claim to its wardship, and it could continue to be held by the feoffees on behalf of the heir until he came of age, while the profits would either be made available to him or allowed to accrue for his future benefit.³¹

³¹ Given-Wilson 1987:140.

In our documents the feoffor - Thomas Dalton- granted his lands and tenements in Durham and York to several feoffees - Thomas Badysby, Rauffe Dalton and Cristofer Barwick- under the condition that they would fulfill his will after his death, i.e. : to grant his wife Alece an estate consisting of all his lands and tenements in York for life; to give his tenement in Alde Maldon to the Abbey of Gysburgh; to make the payment of four marks out of his lands for the maintenance of his son John Dalton until his marriage and, afterwards, a pension of six marks out of his lands and tenements for him, his wife and his heirs; to pay a priest to sing for his soul and the soul of his parents and Thomas Darnton for two or three years, his salary to be obtained from the residue of his lands in Durham; and once the priest had been paid, the feoffes would give the lands in the county of Durham to John Dalton provided the said John were bound in an obligation to pay twenty six shillings and eight pence for his mother's maintenance if she survived his father, i.e. Thomas Dalton; once Alece died all her lands in York and Durham would revert to her son John Dalton. As Keen states: "It was a sign [...] of the sense of the need to preserve the integrity of the family landholdings that the provisions of wills usually ensured that the original inheritance, or most of it, came back ultimately to the senior line".³²

³² Keen 1990:176-177.

As we can see Thomas Dalton's lands, before going to his right heir, John Dalton, served many purposes that could not have been accomplished had Thomas not done a enfeoffment to use.

MARRIAGE CONTRACT

Also called marriage settlements or marriage articles, marriage contracts date back to Anglo-Saxon times and were conceived as documents recording financial arrangements in order "[...] to secure provision for women who survived their husbands".³³ Although the whole process adopted the form of a sale -the future husband paid a sum of money to the father, or rather guardian of the bride- this did not mean that the woman was considered a property; the rights over her guardianship were transferred, not her person. As Young states:

In a primitive society, legal conceptions and legal forms are few and simple. [...] The use of the form of sale for marriage does not prove that marriage was ever an actual sale, like an ordinary sale of chattels. This legal form may have served several ends. It may have been used for contract, for conveyance, or for marriage, without its being necessary to assume that these were all of precisely the same nature. ³⁴

³³ Bonfield 1983:1.

³⁴ Young 1876:164.

In order to make the contract binding the amount of money (or *weotuma*) paid by the future husband, which varied according to the woman's rank, had to be paid in advance, but the guardian did not always deliver the woman once the payment had been made. Thus in an attempt to prevent non-fulfilment by the guardian, the *weotuma* underwent several changes. First it became "a small nominal sum as earnest-money. [...] It was the representative, not of money value, but of a juridical effect".³⁵ Later this amount was paid to the woman after marriage, and the marriage contract acquired then a fictitious status bearing only the form of a sale contract but lacking the rest since the guardian -vendor- did not receive any payment -*weotuma* - for the property transferred -rights on the woman's guardianship. The *weotuma* and the growing custom of giving the bride a present -personal gifts soon became land properties- on the morning after the bridal night, *morgengifu*, merged as the origin of medieval dower.

The dower consisted of a jointure defined by McFarlane as "[...] land held in joint tenancy for their two lives by husband and wife and by the survivor alone after the death of one partner."³⁶ The size of the jointure varied according to the status of the bride but the usual one constituted a third part in the husband's lands.

³⁵ Young 1876:170.

³⁶ McFarlane 1973:65.

For reasons that will be explained in the following account, marriage settlements became very popular from the fourteenth century onwards. In spite of this popularity, "marriage contracts, not being themselves title deeds and therefore not generally entered in cartularies or enrolled in Chancery, are rather rare documents".³⁷ The analysis of the marriage contracts kept in this corpus shows that features from Anglo-Saxon contracts have been preserved but also new articles have been included.

Unlike their Anglo-saxon counterparts, medieval marriage settlements often directed the hereditary transmission of the patrimony. [...] Thus the early modern marriage settlement accomplished two goals: immutably fixing the bride's jointure and transmitting the patrimony between the generations in the manner desired by the landowner.³⁸

Therefore, pre-nuptial marriage settlements arranged provision for the widow's maintenance as well as delimited the line of transmission of the heirs. In 8, for example, the bridegroom granted certain property he had in Mordon to trustees appointed by the bride's father who would grant it back to the couple once the marriage had been accomplished to hold it in jointure with a tail³⁹ to their heirs and in their

³⁷ Holmes 1957:42.

³⁸ Bonfield 1983:6-7.

³⁹ The tail was the third process that, along with the use and the marriage contract, was devised to give greater freedom to landholders to decide on the destiny of their property and to elude the rule of primogeniture and the incidents. The tail was a conditional gift, that is, the property in question was

default to revert to the right heirs of the bridegroom. The bride will enjoy the profits of these lands, but the bridegroom has shown greater generosity endowing her with all the lands he is seised and he may purchase to have them as her dower. By law women had a right to a third of their husband's lands and, in theory, unless the husband wanted her to have more than a third out of affection or in order to gain the hand of a rich heiress, a statement regarding the jointure was not necessary in marriage contracts (*Cf.* 9, 33); however as "[...] common law dower attached only to lands of which her husband had stood seised, a widow could not make her thirds in land held to his use."⁴⁰ Therefore the wisest thing to do to secure the wife's jointure was to include such a statement in the marriage settlement, otherwise the wife incurred the risk of being deprived of her dower after her husband's death.

A new element appeared in marriage contracts from the time of the conquest: the dowry or gift by the guardian to the bride on her marriage. "No evidence of such a custom appears in the Anglo-Saxon sources".⁴¹ The wife's contribution to the couple's patrimony took the form of land

granted to a grantee and his direct heirs the condition being that as soon as direct heirs failed the property would revert to the donor or to the persons appointed by the donor as reversioners. Further conditions could be specified and usually a tail was employed with remainders to a second or more parties.

⁴⁰ Bonfield 1983:1.

⁴¹ Young 1876:176.

up to the end of the 13th century, then the marriage-portion or dowry in cash displaced the *maritagium* or dowry in land. Not only did the nature of the dowry changed but also the beneficiary; the portion was not given to the couple but to the groom's father instead (9, 33), except in the case of an adult man under nobody's guardianship (8). "Portions varied greatly in size, partly dependent, it seems, on the size of the jointure simultaneously offered by the groom's father, but more importantly on the status of the groom."⁴² They were generally paid in a number of instalments (9, 33, 8).

As we have seen the eldest son's rights to enjoy his father's properties were in danger from the fourteenth century onwards owing to the new devices a father had at his disposal to alienate lands. The entails, the uses and the marriage contracts allowed a landholder to make a distribution of his lands in a fair way according to his affection ties with his wife, daughters and sons, and as a consequence they allowed him to diminish the landed property the eldest son would have inherited under the law of primogeniture and even , at least in theory, opened the possibility of leaving him totally disinherited, although these cases were extremely rare. Since therefore the inheritance expected by an eldest son could shrink due to a father moved by his love bonds towards younger sons, the future fathers-in-law of eldest sons, afraid of offering

⁴² Given-Wilson 1987:158.

large portions to get a good husband and receiving in exchange a propertyless son-in-law instead, forced the inclusion of a new clause in the marriage contracts. This clause was nothing else but the groom's father's "voluntary" renouncement to his own properties. The father of the groom granted all his lands, including the ones he may inherit, to the new couple (9, 33) leaving an annual rent and a manor for his own maintenance (9). McFarlane puts it very clearly:

There are signs of this uneasiness in some fourteenth-century marriage contracts, where the father of the heir was sometimes obliged to take an oath 'not to alienate his lands and tenements' after the contract had been sealed. Or he might agree to entail most of his estates. But until about 1450 such a clause is rarely found; thereafter it becomes increasingly common.⁴³

In this way a father mortgaged his future life at his eldest son's marriage. But they were not the only "victims" of this mating business. The bride and the groom -in fact the real protagonists of the matter- had very little to say when families engaged in matching talks. The decision to establish a new household concerned the parents as much as their children. Irrespective of the sex of the child, a marriage involved a great expenditure -the dowry, the jointure, the wedding expenses- as well as transfer of family patrimony (cash or land). Families could derive many benefits from a well-arranged marriage, so financial,

⁴³ McFarlane 1973:81.

dynastic and other practical principles guided the parental decision. Sometimes age was not an obstacle to secure an advantageous bond and parents exercised their power of decision even to the extent of writing marriage contracts before their children's adult age. Occasionally the desire to evade incidents compelled parents to arrange this sort of child marriages:

With the introduction of the use there was a rapid decline of seignorial incidents. A family retained control of its estates (and of their revenues) during a minority and could marry the heir, his brothers, and sisters, without interference from above. But believing in making doubly sure, most landowners hastened to arrange marriages for their children when the latter were still in the nursery -or indeed in the cradle. There was always the chance that a flaw might be discovered in their enfeoffments for use.⁴⁴

Such is the case in 9 where the bride, who will be chosen according to her age among Rauf Pudisay's daughters, is not 14 years old yet. With regard to the legal ages to betroth Ingram's comments sheds light on the question:

In theory minimum legal ages for contracting a binding union were twelve for women and fourteen for men. Moreover, it was legally permissible for couples to be betrothed at the age of seven, with the right to dissent from and repudiate the engagement when they reached the age for full marriage. Child 'marriages' of this sort may have been

⁴⁴ McFarlane 1973:77.

quite common in parts of north-west England at least as late as the reign of Elizabeth.⁴⁵

Parents then shared the responsibility of taking care of their children and their jointure until they came of age (9). However these cases were exceptional, the rule being for both women and men to marry in their mid- to late twenties.

Finally, marriage articles also served the function of arranging the transmission of patrimony. Usually they devise the line of inheritance to be followed for different situations: husband's death, wife's death with or without children.

The memorandum in 1 mentions most of the current devices to transfer land patrimony. This deed records the problems concerning the descent of the lands Sir John Darcy had in tail for him and his heirs in Durham and Lincoln. His only male heir -Robert Darcy- having died without issue, his wife, on the one party, claims her rights over the land arguing that the lands in Durham had been her joint estate and the lands in Lincoln had been granted to her by her husband in a writ made on his death bed. On the other party, Robert Darcy's childless sister and the children of his other three sisters defend their rights as lawful heirs according to the tail granted to Sir John Darcy. The question is even more complicated since Robert Darcy had enfeoffed Robert

⁴⁵ Ingram 1987:128-129.

Vinfranille and other persons granting them all these lands. It seems all the means created for landholders to have greater freedom to decide on their properties are present here in a confusing combination that requires the "aduis of gud counsail" (1:53) to choose the best legal course to follow.

II.3.2. LITIGATION

ARBITRATION

The same inheritance problems continue in document 48 which records a dispute over the tenure of lands due to the death of the late landholder. The arbitrators then have to decide the hereditary line to be followed. The case they face is the following one: the late landholder, Robert Dalton, has died probably childless -although it is not mentioned, the manner in which this dispute arose makes us think so- and two different parts claim them: on the one hand, his sister and heir Isabell and her husband John Lowrance *thelder*, and on the other hand, John Lowrance *the yonger* and his future wife. The arbitrators decided to grant the lands to John Lowrance *the yonger* and his future wife and heirs making him pay John Lowrance *thelder* and Isabell an annual rent, non-payment of which gives the latter the right of taking settlement on these lands as long as the debt is unpaid. The

arbitrators also decided to give Isabell the estate held by the late wife of Robert Dalton as her dower once she dies, estate that will revert to John Lowrance *the yonger* after Isabell's death.

The dower then is the property that remains on the female side, first the widow and then the sister of the deceased, the male heir keeping the rest of the tenures and lands and being the last reversioner of the dower.

Documents 10 and 11 refer to the same arbitration in a dispute between the Prior and Convent of Durham and Thomas Billingham for the non-payment of rents and the non-fulfilment of some services; in order to solve the litigation the parts involved have chosen four arbitrators -William Rakett, Robert Rodes, Thomas Aslakby and Robert Werdall- to mediate and look for a solution. The conditions that both parts have to fulfil to solve the problem have been decided by these arbitrators and are stated in this document.

Document 16 is the memorandum of an arbitration, the parts involved were already bound in an obligation which was not respected by one of the parts: John Wyndelston. In this case the arbitrators decided that Thomas Wyndelston should hold the lands in dispute and receive from John Wyndelston forty pounds following the covenants of an existing indenture.

CONDITIONS OF OBLIGATION

The conditions of obligations we have in our corpus are English texts placed after the actual obligations that are Latin texts. In other words, the obligations were normally written in Latin; in them one of the parties committed to pay an amount of money at a certain date to the second party unless he fulfilled certain requirements. It is at this point of the document when the condition of obligation begins, now in English, as a different text although alluding to the Latin obligation.

No account has been given to explain the shift from Latin to English in this type of deed although Clanchy⁴⁶ examines an apparently similar case of coexistence of two languages in the bonds issued by Jewish clerks in the 12th century. These documents were also written in Latin and notes in Hebrew were appended to them. However these notes recording the contents and names of the parties concerned were a later addition and did not belong to the legal text. Clanchy suggests that these Hebrew notes would help the Jewish clerk to find any document in his chest more quickly. In fact, Clanchy hints at the complementary use of languages according to their function: Latin was used for the composition of the documents and Hebrew for the everyday management at the office. The use of Latin and English in our bonds is not the same as the use of Latin and Hebrew in these Jewish bonds and, besides, the status of English had

⁴⁶ Clanchy 1979:154-155.

changed in the 15th century gaining prestige in the writing of local records⁴⁷; furthermore, Latin and English were not in "complementary distribution" any more since both were used in legal texts; but legal matters continued to be considered the realm of Latin, and clerks resorted to Latin for important issues⁴⁸.

Following the argument that coexisting languages tend to be associated with particular functions, if it were possible to measure the legal weight carried by any of the parts in these texts -i.e. obligation and condition of obligation- no doubt the obligation would show a higher level of "legal burden", and therefore Latin would turn out to be more suitable than English.

The texts of the conditions vary not only in content⁴⁹ but also in form; by contrast, the obligations constitute large forms with gaps to fill in with the date, amount of money borrowed and names of the parties involved:

Nouerint uniuersi per presentes X teneri & firmiter obligari Y in ... libris legalis monete soluendis eidem Y aut suo certo attornato heredibus vel executoribus suis in festo ... proxime futurum post datum presencium ad quam quidem solucionem beate & fideliter faciendam obligo/-amus me/nos heredes & executores (4) meos/nostros firmiter per presentes sigillo/sigillis meo/nostris signatas date ... die mensis ... anno regni Regis henrici ... post conquestum Anglie ...

⁴⁷ Benskin 1977:500.

⁴⁸ Clanchy 1979:160.

⁴⁹ The conditions imposed in our texts imply the grant of an estate or the ceasing of claims of one of the parties to a certain estate.

Latin seems then the appropriate language to render this succession of fossilized expressions where a debtor binds himself to pay a certain amount of money to the money-lender in a solemn guise. Both contents and language combine in the condition of obligation to release the tension and stiffness of the obligation. The condition suggests a way to exempt the debtor from payment of the sum due under the terms stated. Obviously, this new possibility confers greater flexibility to the obligation, and in accordance with this new tone the terms are expressed in a language that is more familiar to the debtor: English.

II.3.3. LETTER TESTIMONIAL

In this type of documents, a person or a group of persons having studied the case in question (hereditary line concerning lands in 50, payment for services in 13, repair of a tenement in 21 and 22, and the contents of a deed in 23) declare what they have witnessed and commit themselves to be witnesses in any judicial court where they are required.

II.3.4. FINANCIAL TRANSACTIONS

SALE

Document 18 records the sale of the wood growing in the fields mentioned in the document. The purpose of the document of sale is to describe all the rights the purchaser has in the said fields and the duties and services the vendor commits himself to facilitate the purchaser's works in the woods.

RECEIPT

The receipt in document 40 is simply an evidence of payment made for the use and enjoyment of the land specified.

II.3.5. MISCELLANEA

AGREEMENT (COVENANT OR CONTRACT)

A contract can be defined as "[...] a bilateral deed by which both parties incurred obligations."⁵⁰ In document 2 two different parties made an agreement by which one of

⁵⁰ Gouldesbrough 1985:11.

the parties bound itself to fulfill a task -the erection of a crosschamber- under certain conditions, and the other one promised to pay the amount of money accorded, once the task had been finished, following the terms stated in the contract. In fact it does not differ from the modern concept of contract: money for the fulfillment of a work under certain conditions and on a certain date. Usually these sorts of agreements were not recorded, the parties involved committed themselves verbally, but after the 14th century these covenants started to be written in deeds under seal in order to avoid disputes between both parties.

PERAMBULATION

A perambulation is the document that records the limits and boundaries of a plot of land according to an accurate examination on the ground made by certain men appointed by the parties interested in the exact delimitation of the field. Documents 14 and 15, original and copy of the same perambulation, are a good example of this type of document, in which measures as well as the names of the places are clearly stated.

III. DIPLOMATIC COMPOSITION OF THE DOCUMENTS

"Constant repetition, the spirit of orderliness, the disappearance of original deeds, and the cunning of the forger, tended to bring into existence in each of the royal Chanceries of Europe set formulas for their diplomas and writs"⁵¹ However, although the situation in the official documents was well established and clerks followed the set of formulas at their disposal, the composition of private deeds was different. There were no formulary books for private documents and only by the end of the 15th century did they begin to be written.⁵² We may expect then a lack of uniformity in this type of document; however, in the 15th century a rigid structure of cliché forms and phrases were becoming part of these documents too⁵³ and although no formulary could be followed by the clerks in provincial estates, they also used stereotyped formulas that occurred in the documents issued by them. As Hall states they are "[...] documents which though in many cases of diplomatic construction are not in their origin official Records, for the very reason that they have been composed by private hands."⁵⁴

⁵¹ Wallis 1921:88.

⁵² Pugh 1947:xxxii.

⁵³ Mortimer 1979:40.

⁵⁴ Hall: 1908:59.

A detailed description of the diplomatic construction of private charters has never been attempted "[...] although it is generally assumed that the royal diplomata served as models for all private charters".⁵⁵ Owing to the non-existence of a major study of these formulas, the only way to discover the fixed patterns underlying these deeds is through the collation of the documents. The ultimate purpose of this task would be to bring into light the fixed rules of composition that govern the writing of private deeds.

Since all these documents "[...] must bear clear evidence who they are from, who they are to, what is their purpose, and whether they are adequately ratified"⁵⁶, we should expect this information to be present following similar formulas that recur once and again in the documents. An analysis of the different parts of the documents confirms this expectation.

Three different parts can be distinguished in instruments of conveyance⁵⁷: a beginning - or rather a *protocol* -, a middle - or the actual text called *corpus* or *contextus*- and an end -or *ratification* or *eschatocol*. Of these, the initial and final parts usually follow stereotyped

⁵⁵ Hall 1908:246.

⁵⁶ Wallis 1921:87.

⁵⁷ I am following Hall 1908, Wallis 1921, and Boyle 1976 in the use of technical terms and description of the documents.

formulas, being the body the unset part "[...] except for a framework of key-phrases to the business in hand."⁵⁸

THE PROTOCOL

Most of the deeds in the corpus are drafts, copies or original indentures, therefore the introductory clause refers to the physical nature of the document and, with slight variants, presents the following form:

This indenture made at ... the ... day of ... the ... year of the reign of king
... between X on the one party and Y on the other party bears witness that
...

The date and place are not always mentioned and the parties involved sometimes, although very rarely, appear in the text instead of in this introductory clause, but the basic form:

This indenture bears witness that ...

is always present.

Indenture is the physical form a deed can adopt no matter its function; however, the nature of certain documents determine the formulas used. Thus, conditions of obligation begin with:

⁵⁸ Wallis 1921:88.

The condition of obligation is such that ...

In the same way the only perambulation in the corpus states the function of the document from the very beginning:

This is the perambulation and the view of ... of land lying in ... upon the morning after ... the year of our Lord ... through the will and sure consent of X by us Y lawfully sworn upon a book in the presence of the parties above said and many other men truly and duly to make perambulation of the said ... of land.

Memoranda also begin with a specific clause indicating the type of document the reader has in front of him:

It is to have in mind that ... (57)

or the Latin version:

Memorandum est that ... (54, 55, 56)

or simply no introductory clause opens the documents as in 1.

Finally, we have a different pattern for the introductory clause of letters testimonial that presents minor variants. This clause is in fact an address-clause, such as the ones opening letters, greeting anybody who may read the document. This epistolary character is commented by Stenton: "In early times, before clerks had worked out a

common form of set phrases, a charter will often bear a close resemblance to a private letter."⁵⁹ The clause that combines all the elements present in the minor variants is the one opening 21 and 22 (and with very slight variants 23):

To all true Christian people to whom this present writing shall come we
X sending greeting in Our Lord God and for as much as it is meedful and
meritory to every man's soul to certify record and bear witness of and
upon every matter of right ...

The same greeting clause addressed universally begins 16 (not a letter testimonial but an arbitration and the only indenture that does not refer to its physical aspect), but in a very reduced version:

To all men that this present writing shall see or hear X greeting in God
...

13 and 50 use similar clauses but the initial formula of greeting has been eliminated:

For as much as it is meritory and meedful to bear witness of the truth ...
(13)

or:

⁵⁹ Stenton 1920:xvii.

Be it known to you X and to all other that this present writing shall hear read or see that ... (50)

Roughly speaking, the protocol of deeds would include the following information:

Names of parties involved

(Place)

(Date)

THE CORPUS

The text, corpus or contextus differs greatly from one document to another since details and conditions are stated for every particular case. However, depending on the function of the deeds, a set of formulas used to indicate the decision taken, the act performed or the mandate to execute can be extracted:

Enfeoffment to use:

... X has given and granted and by his several charters confirmed to the said Y all his lands and tenements ... that he has within the county of ... to have and to hold to them, to their heirs and to their assignors for ... to the intent at perform and fulfil his will according to this indenture ...

Grant:

that ... X has given and granted to Y... to have and to hold ...

to be held, together with the profits and the services and the rents and the tithes

Lease:

In general terms

... X has set and to farm let to Y... (3, 4)

... X has let to farm to Y ... (12, 27, 28, 29, 30, 31, 32)

... X has let to farm to Y ... (12, 27, 28, 29, 30, 31, 32)

... X has given and let to farm to Y... (19, 20)

... X has let to Y ... (24, 25, 26)

... X has let to Y ... (24, 25, 26)

... X has let to Y ... (24, 25, 26)

... X has granted and let to farm to Y... (36, 37, 39, 43, 44)

... it is covenanted acorded and agreed between the said parties in manner

and form following that is to say that the said X shall from henceforth

have occupy and enjoy ... (38, 53)

have occupy and enjoy ... (38, 53)

have occupy and enjoy ... (38, 53)

Marriage contract:

... the said X by the grace of God shall wed and take to wife Y...

... the said X by the grace of God shall wed and take to wife Y...

Sale:

... X has sold to Y...

... X has sold to Y...

... X has sold to Y...

In enfeoffments to use, grants, leases and marriage

contracts these dispositive-clauses lead to the description

of the property transferred, the establishment of conditions,

that is, the period of validity of the transference, the money to be paid, method of payment, and all the details concerning the conveyance.

In general terms then, the corpus, text or contextus of these documents would include the following parts:

Dispositive clause

Description of the property transferred

Conditions of the transference: period of enjoyment of the property and financial arrangements.

Obligations of the beneficiary of the transference.

Conditions that invalidate the effect of the deed.

Arbitration:

...there as diverse controversies and variance were between X and Y for ... the said parties of the said ... by the mediation and award of A and B arbitrors by them indifferently chosen are accorded in manner and form following that is to say that ... (10, 11)

... as great variance controversies and debate was meant and had between X and Y for ... wherefore we A and B heard the complaints grievances and reasons of both the parties forsaid at ... the ... day of ... ordain judge and decree between the same parties in manner and form following that is to say ... (16)

...where variance and controversies were depending bewteen X and Y... and for the which ... claims demands of all the said ... both the said parties are bound either to other in one obligation of ... to abide perform

and fulfil the judgement doom and award of A and B indifferently chosen and appointed by C and also by the assent of the abovesaid parties which judgement and award hereafter ensues in this form that is to say that ... (48)

Condition of Obligation:

if ...

Since the function of this deed is to establish the conditions one of the parties is obliged to fulfil, it is logical that the conjunction opening these clauses is *if* ; the text following being different for each case.

Letter Testimonial:

... we X record witness and by this our present letter openly declare that... (13)

... we X certify and record and by this our letter testimonial bear witness that ... (21, 22)

... we record and certify that ... (23)

... we X testify upon our truth that ... (50)

Memoranda:

All the memoranda record different matters and no dispositive clauses or set phrases are used in their composition. In fact a memorandum can be considered a narrative genre, a kind of short story where different events concerning a hereditary dispute, a boundary problem or any other matter are told.

Receipt:

... x has received of Y ... in part of payment of ...

Arbitrations, conditions of obligation, letters testimonial, memoranda and receipts are all documents of different nature that do not share common parts in the composition of their texts and even compared with other arbitrations, conditions of obligation and so on, they may be completely different since they may deal with different matters and therefore the information provided is different.

THE RATIFICATION

The clause that concludes the documents or *sealing clause* states that the parties involved attached their seals to confirm the authenticity of the deed. The names of these parties as well as the place and date of production of the deed are sometimes mentioned:

...In witness of the which thing the parties above said X and Y interchangeably have set their seals Given at ... the ... day of ... in the year of the kingdom of king ... after the conquest of England ...

Variations on this theme or on the basic form are the clauses used to conclude most of the documents in the present edition:

...In witness of the which thing the parties above said interchangeably have set their seals day place year and place before said

Conditions of obligation had begun with a conditional clause and the main clause is the one closing these documents:

...then this obligation to be void and of none effect and else to stand in strength and effect.

The ultimate purpose of the ratification then, would be to put on record that the parties had set their seals as a proof of their conformity with the articles stated in the deed. The items mentioned in the ratification then would be the following:

(Names of the parties)

(Place)

(Date)

Seal of the parties

IV. EDITORIAL METHOD⁶⁰

Each document in this edition is headed with a number that corresponds to its number in the *List of Documents*⁶¹ followed by its repository reference. An abstract of their contents -most of them quoted from the LALME- is provided next. Finally, just before the actual texts, a physical description of the documents referring to approximate measures, state of preservation and seals is given. The existence of other texts closely related, as it is the case of obligations and conditions of obligations, is noted and the Latin obligations have been entirely transcribed for reference.

The edition intends to be as faithful as possible to the original documents, being conscious, at the same time, that an edition can never be a substitute for the original texts and therefore it is not worth trying to render all the different shapes a letter may have, the different signs used for abbreviations and all the minute textual peculiarities.

Accordingly, the spelling of the manuscripts has been preserved even in the cases of inconsistencies, as for example the appearance of the spelling *þ* and *th* or *y* for the same word, or the random use of *ȝ* and *y*. Although the

⁶⁰ Good advice is given in H. G. T. Christopher's *Paleography and Archives: A Manual for the Librarian, Archivist and Student* (1938. London: Grafton & Co.), especially in Chapter III "The Transcription of Manuscripts".

⁶¹ These numbers are for use of this edition only.

capital letters *I* and *J* have the same form in the documents, this edition has used *J* when such words have *J* nowadays. Likewise, the scribes' use of *u* and *v* does not differ in most documents; thus in this edition the use of *v* has been adopted for occurrences in initial position and the use of *u* for occurrences in medial position.

Capital letters in the texts are used in an irregular and inconsistent way; sometimes it is even difficult to distinguish them and capitals are recorded only when they are clear capital letters.

Final marks of abbreviations have been particularly confusing. Most of them indicated the suspension of final *-e*, but very often an analysis of the text showed that those words with marks of suspension did not present any final *-e* in their expanded form. The final *-e* has been omitted in those cases and added when text scanning has proved it to be more than an otiose stroke.

The original punctuation as well as the punctuation marks and conventions have been retained.

Abbreviations have been expanded except those for amounts of money *-li.* (pound, from Latin *libra*); *s.* (shilling, from Latin *solidus*); *d.* (penny, from Latin *denarius*). Underlining indicates the expansions.

Superior letters have remained as such and the omitted letters they normally indicate have been given and also underlined in the edition. Ordinal numerals abbreviated by the use of superior letters have not been expanded.

Inconsistency also pervaded word division; as Norman Blake comments: "[...] medieval scribes were cavalier in their attitude to word division. Partly no doubt this is because they were less attuned to the concepts of words as entities [...]".⁶² Very often it is difficult to say when one word ends and when another one begins. Only the clear examples of no division between words have been reproduced.

Paragraph marks (¶), division into paragraphs, omissions and erasures have been noted. When a document occupies two folios or continues on the dorse of the document, the change has been indicated.

The line numbers in the texts are editorial.

⁶² Blake 1977:74.

EDITORIAL CONVENTIONS

- < > damaged text. Where possible, traces of letters or words have been supplied.
- [] interlineations.
- { } accidental omission of a letter or word.
- Miswritten words.
- [] crossed out text.
- underlining letters omitted in abbreviations.
- xxx^e superior letters will be preserved. If more letters are omitted, they will be supplied underlined. e.g. p^t = pa^t.
- bold** rubrics.
- ¶ symbol to indicate any mark of paragraph.

The abstract of each document has been provided by the LALME except for the documents 4, 23, 25, 43 and 49, which are not catalogued in the *Atlas*.

COHEN, A. A. 1968. BIBLIOGRAPHY⁶³ *19th Centuries The*
Historical Association, vol. 72

JAMISON, F. G. 1978. *Archives and Local History*. London:

BARTON, J. L. 1965. "The medieval use". *The Law Quarterly*
Review vol. 81.

BENSKIN, Michael. 1977. "Local archives and Middle English
dialects". *Journal of the Society of Archivists*. vol. 5.

BLAKE, Norman. 1977. "The Editorial Process" Chapter 3 in
The English Language in Medieval Literature. London: J.
M. & Sons Ltd.

BONFIELD, Lloyd. 1983. *Marriage Settlements, 1601-1740*.
Cambridge: Cambridge U. P.

BOYLE, Leonard E. 1976. "Diplomatics" in James M. Powell
Medieval Studies: an Introduction. New York: Syracuse
University Press.

CHENEY, C. R. (ed.). 1945. *Handbook of Dates for Students of*
English History. London: Offices of the Royal Historical
Society.

CHRISTOPHER, G. H. T. 1938. *Paleography and Archives: A*
Manual for the Librarian, Archivist and Student. London:
Grafton & Co.

CLANCHY, M. T. 1979. *From Memory to Written Record*.
England 1066-1307. London: Edward Arnold.

DAVIS, G. R. C. 1958. *Medieval Cartularies of Great Britain. A*
Short Catalogue. London: Longmans, Green and Co.

⁶³ This bibliography contains only the publications mentioned in the text.

- DIBBEN, A. A. 1968. *Title Deeds 13th-19th Centuries*. The Historical Association, vol. 72.
- EMMISON, F. G. 1978. *Archives and Local History*. Sussex: Phillimore. (1st pub. 1966)
- GIVEN-WILSON, Chris. 1987. *The English Nobility in the Late Middle Ages*. London and New York: Routledge & Kegan Paul.
- GOULDESBROUGH, Peter. 1985. *Formulary of Old Scots Legal Documents*. Edinburgh: The Stair Society.
- GREENWELL, Rev. William & C.H. Hunter BLAIR. 1911-1921. *Catalogue of the Seals in Treasury of the Dean and Chapter of Durham*. From a manuscript made by the Rev. William Greenwell, D.C.L., F.R.S., F.S.A., etc. (2 vols.) Society of Antiquaries of Newcastle-upon-Tyne,
- Guide to Seals in the Public Record Office*. 1968. London: Her Majesty's Stationery Office. (1st pub. 1954)
- HALL, Hubert. 1908. *Studies in English Official Historical Documents*. Cambridge: Cambridge U. P.
- HOLMES, G. A. 1957. *The Estates of the Higher Nobility in Fourteenth-Century England*. Cambridge: Cambridge U. P.
- INGRAM, Martin. 1987. *Church Courts, Sex and Marriage in England, 1570-1640*. Cambridge: Cambridge U. P.
- IREDALE, David. 1985. *Enjoying Archives*. Sussex: Phillimore. (1st pub. 1973).
- JENKINSON, Hilary. 1969. *The Later Court Hands in England*. New York: Frederic Ungar Pub. (1st pub. 1927).
- Notes: Historical Publications*. (1st pub. 1974)

- KEEN, Maurice. 1990. *English Society in the Later Middle Ages 1348-1500*. Middlesex: Penguin Books.
- KER, N. R. 1957. *Catalogue of MSS Containing Anglo-Saxon*. Oxford: Clarendon Press.
- MCFARLANE, K. B. 1973. *The Nobility of Later Medieval England*. Oxford: Clarendon Press.
- MCINTOSH, Angus, M. L. SAMUELS & Michael BENSKIN. 1986. *A Linguistic Atlas of Late Mediaeval English*. (4 vols.) Aberdeen: Aberdeen U. P.
- MILSOM, S. F. C. 1969. *Historical Foundations of the Common Law*. London: Butterworths.
- MORTIMER, Richard (ed.) 1979. *Leiston Abbey Cartulary and Butley Priory Charters*. Suffolk Record Society, Suffolk Charters, vol.I.
- PARKES, M. B. 1969. *English Cursive Book Hands 1250-1500*. Oxford: Clarendon Press.
- PETTI, Anthony G. 1977. *English Literary Hands from Chaucer to Dryden*. London: Edward Arnold.
- PLUCKNETT, Theodore F. T. 1956. *A Concise History of the Common Law*. London: Butterworth & Co. (1st pub. 1929)
- PUGH, R. B. 1947. *Calendar of Antrobus Deeds before 1625*. Wiltshire Archaeological and Natural History Society, Records Branch, vol. III.
- RAINE (ed.) 1841. *The Priory of Coldingham*. The Publications of the Surtees Society 12.
- RICHARDSON, John. 1989. *The Local Historian's Encyclopedia*. Herts: Historical Publications. (1st pub. 1974)

SIMPSON, Alfred W. B. 1986. *A History of the Land Law*.
Oxford: Clarendon Press. (1st pub. 1961 under the title
An Introduction to the History of the Land Law)

STENTON, F. M. (ed.) 1920. *Transcripts of Charters Relating
to the Gilbertine Houses of Sixle, Ormsby, Catley,
Bullington and Alvingham*. Publications of the Lincoln
Record Society, vol. 18.

WALLIS, John E. W. 1921. *English Regnal Years and Titles*.
Helps for Students of History, no. 40.

YOUNG, Ernest. 1876. "The Anglo-Saxon Family Law". *Essays
in Anglo-Saxon Law*. Boston: Little, Brown, and
Company; London: MacMillan and Company.

V. TEXTS

Durham University Library: Durham Dean and Chapter
Muniments, Locellus V.15.

Memorandum concerning the descent of Sir John Darcy's
ent of Sir John Darcy's lands in the bpric. of Durham and
in Lincolnshire and possible courses of legal action on
which counsel's opinion is to be sought. 1414 or later.
(LALME I: 81 and 189)

Membrane, 45 x 30.3 cm. Brown ink.

The membrane is badly damaged and has been attached to a
paper. Many holes make the document illegible in some parts.
The memorandum continues on the dorse of the document.

(1) Sir John darcy knyght enherite of certayn landes within
ye bisshoprike of durem in taill to haue to hym and to (2)
<t>he heires of his body lawfully geten and of othir certayn
landes in þe countee of lincoln in the same fourme the whilk
(3) <Jo>hn died feffet & sesit & had issue of his body Robert
darcy and iiij doughtirs eftir whas decese the said Robert
(4) <...> and heire stode possessit of all þa landes many
3eres . And syne he enfeffit Sir Robert Vinfranille and oþer
persones in (5) <...> in all þe same landes alswele in þe
bisshoprike as in lincolnschire to thaim & to thaire heires &
to thaire (6) <...> gaynstandyng þe taill before saide and his
entent noythir spoken expressit nor writen nor in ony maner

(7) <...>ly betwene god & hym . And fra þat day furthward
 noght gaynstandyng þat eneffement so made (8) <...> all þe
 same landes til he was dede & toke all þe profites & helde
 þe courtes (9) <...> & did þe seruice of thayme acustumes .
 And þe mononday before his dede (10) <...> died on þe
 wednesday next <...> was a deuyse made undre the seel of his
 armes lyand in his passions of dede (11) <...> of whilk he died
 And wheþer it was his consent or nane it is vnknawen bot on
 his dede bed it was made as (12) his wife gr^auntes the whilk
 Robert died þan forthwith with outen issue of his body
 Wharfore the ryght & þe heritage (13) of þe saide landes
 descendit to dame Elizabeth pershay sister of þe saide
 Robert & to John of hedworth hir sister son Rouland (14)
 darcy hir othir sister son & to Anneys of Neuton hir othir
 sister doughtir & heire as coheres & parceners descendit
 lawfully (15) of þe body of þe said Sir John darcy //
 Neuertheless forthwith efter þe decesse of þe said Robert
 darcy Margret darcy his (16) wife occupiet þe landes & ʒit
 dose shewyng the forsaide deuyse of hir saide husband
 makand mencion þat it is and (17) was his last will þat sho
 sall sell þe landes and dispone thaym for his saule and his
 dettes be þe vertue of the (18) whilk deuyse sho askes of þe
 eneffes to eneffe hir þat sho may fulfill þat deuyse //.
 The whilk eneffes whith (19) standes it & will noght
 eneffe hir nor sell þe landes efter þat deuyse because þat
 þe saide deuyse was made so late (20) <before> his deying
 And in his passions of dede euyl of whilk he died thay

hauyng na knowleche of it before (21) he was dede
 Considerit þat sho hade & ȝit hase þe seele of his armes to
 make what sho walde // And also (22) considerit to þe
 untrowth & grete malice of hir þat sho feyned hir with
 childe with hir husband efter his dede (23) til sho had sellit
 & wasted þe wodde & þe treis & þerupon gete a nothir
 womans childe & called hirs & hir husbandes (24) til haue
 disherite thaim othir wyse proloynyng & withdrawyng the
 saide tailles so þat thai haue noght þe tailles (25) to
 recouere with þaire landes / And now sho claymes the
 landes in þe bissoprike to be hir ioynt estate geuen (26) hir
 at hir mariage be hir husbandes eneffes lange before the
 feffement made to Sir Robert Vinfranill als wele (27) als be
 the said deuyse & eneffement to Sir Robert Vinfranill & his
 felows noȝt gaynstandyng þat the priour of duren (28) and
 dame Elianore Tempest William Lancton & Nicholas Turpyn
 squiers hase sene þe tailles . And also sho (29) grauntes
 herself before Sir Robert Vinfranille & many othir þat þai er
 tailed

(30) And anents the saide landes in lincolnschire sho
 claymes to haue thaim in fee simple to sell thaim as is
 before (31) saide efter þe saide deuyse noght gaynstandyng
 þat hir said husband efter þat eneffement so made to Sir
 Robert Vin- (32) franill raysed þe profits til his ded day and
 na deuyse made bot on his dede bed how þe eneffes shulde
 do

(33) First it is to wete of his counsell whethir it is til pursew ad diem clausit extremum in lincolnschire & a nothir in þe (34) bischoprik of the landes before saide to þat entent til proue thaim heires & ther vpon to haue lyuere be wrytte (35) Or elles an assise of mortdancestre and to clayme þaim as fee simple in als mykyll as Robert darcy helde (36) possession eftir þe feffement forsaide til his last day sen þe tailles may noght be geten // And þat wryt of (37) mortdauncestre to be pursewed agayn þe enfeffes for þai make defaute or elles othir faynt (38) plee wharthurgh þai may recouer seisine agayne þe feffes & þeron haue lyuere / And in þat cas it is to wete gif (39) Margret darcy may oght saue hir ryght because of þe deuise sen þat þe statut will gif tenant of terme of lyfe in dower (40) or be curtasy walde make defaute after defaute or plede fayntly þat he in the reuercion shal be ressaynt to saue (41) his ryght before iugement gif he will come

(42) Item it is to wete gif it were profitable to pursew agayn þe enfeffes and hir or better pursewe or agayn þe feffes or agayn (43) hir be a writte of ffourmedon in descendre . Sen þat thai er heires in descendre lawfully geten of þe body of Sir John (44) darcy forsayd and gif thai shall be ressaynit to a verre that þe landes er tailed to thaim sen thai bene heires (45) in descendre noght gaynstandand þat thai haue noght the tailles to shawe

(46) Item whethir the heires may entre vpon hir & on þe feffes or noght with oute oþer processe & þaire entree congeable (47) be lawe or noght

(48)⁶⁴ Item to wete wheþer Rouland may pursewe in his name & in all his parceners name the wrytt or noght whethir þe (49) remanant of his parceners will or noght considerit þa^t thai will noght accorde thaim to pursewe to gidre for it hase (50) bene sene þa^t whare a parcener hase entred & hald possession fra his othir parcenerss And thai haue pursewed him whethir (51) he wald or noght namand him in thaire writt bathe playntif with thaim & defendant agayn thaim and hase (52) recouered thaire partes agayn hym

(53) Item all this at is said in remedie aboue is bot question & mocion in this mater to better counsail for he is full (54) symple of konnyng to gefe counsail in this case þa^t wrate it / And þerfore it is to se be aduis of gud counsail & wise (55) men withhalden in þis matier gif any of thir be helply & elles to take a better pursuite þa^t may haue gud fin for be (56) my simple witte þe lang þa^t þe pursuit is delayet the more hynderance is in þe recouerer quia mora trahit periculum

⁶⁴ This new paragraph begins on the dorse of the document.

Durham County Record Office: D/Lo/F 322

Agreement for the erection of a cross-chamber at Wynyard Hall, 31 Jan 2 Henry V. Wynyard is 6 m NNW of Stockton. (LALME I: 78 and 189)

Membrane, 14 x 28 cm. Brown ink.

Indented at the top and foot folded with three slits through both layers for three membrane tags. The signets are missing but there are still remains of red wax.

(1) This endenture made betwene Thomas of Langton of wyneyard and Thomas Rose Vicare of Meryngton of yat ane partie and John Todde wryght Robert (2) Todde of Lanchestre & Nicol hayforth of duresme of that oper partie beres wyttene^s yat ye forsaide John haues vndurtakyn for til make of newe rayse and (3) fully ende wele & sufficiantely with sawyng & all manere of worke & thinges to wryghcrafte perten^{unt} excepte tymbre & cariage of it & jrynwark Acrosse (4) <chambre>⁶⁵ to the halle of the forsaide Thomas of Langton at wyneyard with vi. cupple of postes ilka couple beande fro othir xj fete coman of a man with (5) an entre vndurneth to ye kechon wit^h an entre close wall ouer^twart in

⁶⁵ Hole in membrane but traces of an initial *ch* and a final *r* with a sign of contraction indicating *e*.

ye myddes of ye forsaide chambre abouen And ij parueys to the forsaide chambre accordant (6) eftur ye avise of ye forsaide Thomas of Langton / Whilke chambre [sufficiently sette in sold trees rabet and dight in alle partie to be plasterede] with all ye forsaide appurtenants in all werkes & thynges before saide wele & trewly to (7) make & fully ende all redy to the thekyng be the feste of seint Petre callede Aduincla nexte for to come eftur ye date of thir presents endenture ye forsaide John (8) grauntes & be yir presents endenture hym faste byndes swa yat in ye defaute of tymbre ne of caryng of it he be noght tariede ne lettede / for makyng of whilke (9) chambre entree per closewall & parueis in alle thynges in ye fourme beforesaide wele & trewely to be made raysede & endede ye forsaide Thomas & Thomas to ye forsaide (10) John . vj . li of gude lawfull Inglyssh money sall paye & a gowne outhir of hys awne or of ye seute of his 3omon that is for to say when he begynnes to (11) wyrke xl s when the worke is halfe made <...>⁶⁶ when he begynnes to rayse xx s And when the forsaide chambre is fully made & endede in ye forsaide (12) fourme xx s to ye whilke payements of ye forsaide money in the fourme before namede wele & trewely to ye forsaide John or to his certeyne attournee (13) to be made the forsaide Thomas & Thomas & ayþer of thaim be thaim selfe joyntely & seuerally be thir presents endentures faste byndes yaym yaire heires

⁶⁶ Hole in membrane.

& (14) executours / And to all and til ylkane of ye couenants beforesaide on ye partie of ye forsaide John in ye manere & fourme beforenamede wele trewly & suffici (15) antly with outen fraude or gile to be haldyn & in all thynges to be fullefillede / ye forsaide John Robert & Nichol be yir present endentures faste byndes yaim (16) and ylkane of þaim be yaim selfe joyntely and seuerally in ye hale to ye forsaide Thomas and Thomas in .vj. li of sterlinges to be paied to ye forsaide Thom^{as} (17) & Thomas or to outhir of yaim yaire heires or executours or to yaire certeyne attournee in ye feste of seint Michell Archangell nexte forto come eftur ye date (18) of yir presentes endentures with outen langer delay / Swa be yat ye forsaide John on his partie fulle in ye couen^ants beforesaide or in any of thaim in ye manere (19) & fourme before expressede In ye wyttenesse of whilke thyng to thir presentes endentures ye parties abouen saide entrechaungeably haues sette yaire seals Gyffyn (20) ye laste day of Januer In ye 3ere of ye kyngdome of kyng Henry fifte efter ye conquest of Inghland secounde

Durham University Library: Durham Dean and Chapter
Muniments, Misc. Ch. 1069.

Draft of an indenture made at Durham, Whitsunday 1441:
lease by the prior of Coldingham to Jamys of
Qwhytlawe, of property in the town and field of
Raynton. (LALME I: 85 and 192)

Membrane, 42.5 x 29 cm. Brown ink, darker ink used to
correct the draft.

(1) Thir endenturis made at Durham in ye fest of qwytsonday
in⁶⁷ the yher of our lord of M^l CCCC xlj betwix a venerabill
(2) fadir in crist dene Willjam Drax priour of Coldingham on
the ta party and a worshipfull sqwyer Jamys of qwhytlawe
(3) on the thothir party proportes and beres wytnesse that
thay ar accordit in maner and forme as eftyr folowys thatt
(4) is to say thatt the said priour has sett and to ferme
lattin to the said Jamys xvj husband lands and . v . cotage by
(5) and in the toune and the feld of Raynton wyth all fredome
and esmentes as ony malle man may have be reson (6) for the
terme of . vij yheer next eftir folowyng the date of thir
endenturs fullily to be fulfillid the said Jamys (7) pay and to
the said prior or till his successours in the twa first yher

⁶⁷ Corrected in darker ink.

for the said . xvj . husbandlands ilke yher of (8) the twa
yheer .viij. marc and viij s of pastuates at twa termes of the
yheer be euyn porcions thatt is to say (9) qwytsunday and
mertynmese . Item the said Jamys sall pay in the [thre]
[.v.]⁶⁸ last yheer of the vij yheer to the said (10) said⁶⁹
priour ilke yheer xvj . marces and viij s of pastuates . Item
the said Jamys sall pay ilke yhere for the . v . cotage (11) vij
s ij d at the said termes Item it is accordit thatt the said
Jamys sall pay his male wythin . viij vokes eftir (12) the
forsaid termes or elles it sall be lefull to the said priour to
entyr to the said landes and to make new setting (13) to
whame thatt he list indefaute⁷⁰ of his payment noght
agaynstandyng of yir endentures made in the (14) contrary /
Alsua thay ar accordit . at the said Jamys sall make
tenantes and setting att his awen list vndre hym (15)
durande the date of the . vij⁷¹ yhere beforsaid . Alsua thay ar
accordit if it happynis thatt the said Jamys or ony (16)
tenandes vndir hym wythin the said landes decese wythin
the forsaid . vij⁷² yheer the said priour or his successours
(17) sall haff thair herieldes alowand to the said Jamys if
hitt happynis to be were as sall be alowytt to neghbures
(18) and othir on foure halfe abowte all fraude and gile away

⁶⁸ Crossing out and interlined correction in darker ink.

⁶⁹ *sic.*

⁷⁰ *de* was added later in darker ink.

⁷¹ *ij* is a later addition in darker ink.

⁷² *Cf.* previous note.

putt In wyttnese of the whilke thyng thatt (19) theer
condicions lely and trewly to be kepit both the partys has
[enterchamb] enterchanghably sett to thayre (20) seales day
yheer and place beforsaid

Durham University Library: Durham Dean and Chapter
Muniments, Misc. Ch. 1069₂

Draft of an indenture made at Durham, 16 Sept 1441 :
lease by the prior of Durham to David Home of property
in the town and field of Aldcambus.

In the same membrane as Misc Ch. 1069 but written upside
down under a text in Latin.

For a description of this document see Misc. Ch. 1069. Brown
ink.

(1) Thir endenturis made at durh^am the xvj day of Septembre
the yheer of our lorde a M^l CCCCxlj betwix the (2) venerabill
fadir the priour and the couent of duresme on the ta party
and dauid home k⁷³ of whedirburn (3) knyght on the other
parti proportes and beres wyttnesse thatt the said priour and
the couent has sett (4) and to ferme lattyn to the said dauid
all [his] the landes of his demayns liand in the toune and the
(5) soile of aldcambus wyth ther appurtenance for the
termes of xl yheer Till hald and to haue to (6) the said Dauid
and his assignes wyth all comodites <su...>⁷⁴ and easments
silke as a malman (7) aw till haff payand ther for

⁷³ The scribe did not delete the initial *k* of *knight*.

⁷⁴ Hole in the membrane.

Durham University Library: Durham Dean and Chapter
Muniments, Misc. Ch. 1069 (dorse)

Draft of Misc. Charter 656, *q.v.* (LALME I: 85 and 192)

Written on the verso of Misc. Ch. 1069. For a physical
description of this document see Misc. Ch. 1069. Brown ink.

(1) Thyr endentures made at Doresme the -xvj . day of
Septembre in the yheer of our lorde . M^l CCCcxlj . betwix the
vene- (2) rabill fadre John priour and the couent of the
Cathedrale kirke of Duresme and William priour of
Coldyngham on the (3) oon party . and Sir Dauy home of
Whedirburn knyght on the other party / berys wyttnesse that
the said priour (4) and the couent of Duresme and the priour
of Coldyngham / considerande the trewe profitabill and
goode (5) seruyce the whilke the forsaid Sir Dauy has doon
and sall doo in tyme comyng to [kirke of Durham] thayre
Celle and the (6) priory of Coldyngham / has geuyn and
gr^aunt / to the said [Sir] Dauy the office of the Bailyery of
the said Celle and (7) Barony of Coldyngham wyth all
appurten^ance langand ther to / for the terme of -xl . yheer
next eftir folo (8) wyng the date of thies endenturs . takand
for the said office yherly -x . li of vsuall money of Scotland
(9) the fee afortyme accostomde and usid / as lang as he

occupies in his awen person the office of the Bailyery (10) aforsaid . And ouer the said -x li the said priours and couent gr^auntes to the said Sir Dauy duryng the said (11) terme / ilk yheer -x li of [englissh] vsuall money of Scotlande in the name of rewarde for his goode (12) lang and notabill seruyce abouen said . And in case the said Sir Dauy die or decese wythin the said terme (13) of -xl yheer thatt than thes endenturs be voide / and the said terme of -xl . yheer cese and expier for (14) euermore . And also hitt is acordit between the parties abouen said / thatt the said Sir Dauy sall nott gr^aunt (15) nor late to ferme / no lands no tenements wythin the said Barony / wyth oute the will and consent (16) of the said priour of Coldyngh^am and his successours / for the tyme beyng . And thatt the said Sir Dauy sall (17) supporte maynten and defende the rights / fredoms and possessions of the said priory and the kirke of (18) Coldyngh^am / And thatt the said priour of Coldingham sall ordand / charge and discharge his seru^ants wyth (19) in the priory of Coldyngh^am / att his will wyth oute lettyng or interrupcion of the said Sir Davy or ony (20) other in his name And for to ordande and dispose his goodes of his place eftir his awne discrecion / and (21) as other abbasse doose wythin the roialm of Scotland [ther] to the most profett of the place . Gifand and (22) and⁷⁵ grauntand till [hy d] [the said Sir Dauy] thayre full powere and awtoritee / for thaym

⁷⁵ *sic.*

and thayr [nene] name till (23) thayre vse and profett . be the consent and the consell of the priour of Coldyng^am aforsaid beyng (24) for tyme . all thayre landes to sett . fermes to rayse to the profett of the Celle aforsaid . courts till (25) hald . amerciments to rayse . trespasoures to punyssh . thayre men of the said Barony and landes / wheer (26) euer thay be attachied till borowe agayne till thayre fredome and courte . and all other and syndry (27) thynges till do and say for thaym in thayre <name> . thatt till the office of the Bailyery is seen to (28) perteyne of custome or of lawe . fferme and stabill thay haldand and sall hald whatt euer the said (29) thayre Bailye in his office / of thayre behalfe <ledes> to do [In wytnesshyng] for the [wl] wele of the (30) said kirkes of Durh^am and of Coldyng^am . And all the premysse wele and trewly to be fulfild on the part (31) of the said Sir Davy / the [said] [same] Sir Dauy befor the said prior and his consell has bodily sworn apou a bouke

Durham University Library: Durham Dean and Chapter Muniments, Misc. Ch. 656.

Indenture made at Durham, 16 Sept 1441: grant of bailiery of Coldingham to Sir David Home of Wedderburn, kt., by the prior and convent of Durham, and the prior of Coldingham. Prior's Register III, f. 273r (line 14) to 273v (line 15) contains a copy of this text, by a different hand. Cf. Misc. Charter 1069 (dorse) (LALME I: 85 and 192)

Membrane, 21,5 x 37 cms. Brown ink.

Arrow-shaped cuts all over the document. Indented at the top and foot folded with two slits through both layers and another one at the fold for the membrane tag. Appended round red wax seal, 3.5 cm, "[...] armorial, a lion rampant. The shield is couchée and is surmounted by a helmet, with mantling and wreath, upon which is the crest, the head of a fawn (?). The helmet is supported by two popinjays [...]:

sigillum david hume"⁷⁶

Badly damaged; some parts of the text missing due to holes in the membrane. Cf. 5 for the parts missing.

(1) Thir endenturis made at Duresme the xvj . day of Septembr̄ in the yheere of grace a thousand fourhundreth

⁷⁶ Greenwell & Blair, 1911-1921, vol. II : 368. Entry no. 2853.

fourty and an . betwix the venerabill fadre (2) Johan Priour
 and the couente of the cathedrale kirke of Duresme and
 William priour of Coldingham on the ta party . and Sir Dauy
 home [of] Whedir- (3) burn knyght on the tother party berys
 wittnesse thatt the said priour and the couent of Duresme
 and the prioure of Coldingham considerand (4) the trewe /
 profitabill and goode seruyce the whilke the forsayd Sir
 Dauy has doon and sal <...> comyng to the kirke of <Du>resme
 thayre (5) Celle and / the Prioury of Coldyngham has geuyn
 and grauntes to <...> the <...>ere of the sa<...>elle an<...>
 Barony of Col- (6) dingham wyth all appurtenance langand
 ther to for the terme of . xl . yheere next eftir <...>he date of
 there endenturis <...>kand for the said (7) office yeerly . x li
 of vsuall money of Scotland the fee afortyme accostomde
 and vsid a<...> as he occupies in his awen parson the office
 (8) of the Bailyery aforsaid . And ouere the said -x li the
 said priours and couent grauntes to the said Sir Dauy duryng
 the said terme ilke yheer (9) othere -x li of vsuall money of
 Scotland in the name of rewarde for his goode / lang and
 notabill seruyce abouen said . And in case the said Sir (10)
 Dauy die or decese wythin the said terme of . xl . yheere
 thatt than thes endenturis be voide and the said terme of -xl
 yheer cese and expiere (11) for euermoore . And also it is
 acordit betwix the parties abouen said / thatt the said Sir
 Dauy sall nott graunt no late to ferme no lands no tene- (12)
 ments wythin the said Barony wyth oute the will and
 consent of the said priour of Coldyngham and his

successours for the tyme beyng . And thatt (13) the said Sir
 Daury sall supporte maynteyn and defend the rightes fredoms
 and possessions of the said prioury and the kirke of
 Coldingh^{am} . And (14) thatt the said priour of Coldyngh^{am}
 sall ordand charge and discharge his seru^ants wythin the
 prioury of Coldyngh^{am} att his will . wyth oute (15) lettynge
 or interrupcion of the said Sir Daury or ony othere in his
 name . And for to ordand and dispoose his goodes of his place
 eftir his awen (16) discrecion and as othere Abbase doos
 wythin the roialme of Scotland to the most profett of the
 place / Gifand and grantand till the said Sir (17) Daury thair
 full powere and auctorite for thayme and thaire name till
 thayre vse and profett be the consennt and the consell of the
 priour (18) of Coldyngh^{am} beyng for tyme . all thair lands to
 sett . fermes to rayse to the profett of th^e Celle aforsaid
 / courtis till hald / amerciments (19) to rayse . trespasours
 to punysssh . thair men of the said Barony and landes where
 euere <...> attachied till borowe <...> till thair (20) fredome
 and courte . And all othere and syndry thyngs to do and say
 for thaym <...> thatt till the <of>ffice of <the> Bailyery (21) is
 seen to perteyne of custome or of lawe . fferme and sta<...>
 and <...> the <...> Bai<lyery> in his office (22) on thair behalfe
 ledes to do for the wele of the said <...> and of Col<dyngham
 ...> all the premysse wel<e and> trewly to be (23) fulfillid on
 the parte of the said Sir Daury the same Sir <...> said priour
 and his <...>ell has bodily sworn apou a bouke . In wyt- (24)
 tenessyng of the whilke thynges bath the parties [hau]

enter<...> sett to thayre seales day yheere and place
beforsaid § /

Durham University Library: Durham Dean and Chapter Muniments, Priory Register III, f. 273*r-v.

Indenture between (i) the prior and convent of Durham and the prior of Coldingham and (ii) Sir David Home of Wedderburn, granting to Sir David Home the office of bailiery of the priory and barony of Coldingham for the term of forty years. Made at Durham, 16 Sept 1441. Original preserved in Durham, Prior's Kitchen, Dean and Chapter Muniments: Misc Charter 656, q.v. Text in *The Priory of Coldingham*, pp. 120-121.(LALME I: 86)

(1) Thir endentours made att Duresme the xvj . day of Septemb^{re} in the yheere of grace (2) a thousand fourhundreth fourty and an / betwix the venerabill fadre / Johan Prioure (3) and the couente of the Cathedrale kirke of Duresme and Willi^am priou^r / of Coldyngh^am (4) on the ta party and Sir Da^y home of Whedirburn knyght on the tothir party berys (5) wyttnesse thatt the said prioure and the couente of Durh^am and the priou^r of Col- (6) dyngh^am considerand the trewe / profitabill and goode seruyce the whilke the for- (7) said Sir Da^y has doon and sall do in tyme comyng to the kirke of Duresme thayr^e (8) Celle and the Prioury of Coldingh^am⁷⁷ has geuyn and graunte to the said Sir Da^y the (9) office of the Bailiery of the said Celle

⁷⁷ Wrongly spelt as *Coldyngham* in Raine's edition (Raine 1841).

and Barony of Coldingham with all appur- (10) tenance
 langand tharto to the terme of . xl . yheere next eftir
 folowyng the date (11) of there endentours . takand for the
 said office yheerly x . li of vsuall mo- (12) ney of Scotland
 the fee afortyme accostomed and vsid / as lang as he
 occupi- (13) esse in his awen parson the office of the
 Bailyery aforsaid . And ouere the (14) said x . li the said
 priours and couente gr^auntes to the said Sir Dauy duryng the
 (15) said terme othere -x li of vsuall money of Scotlande in
 the name of reward⁷⁸ (16) for his goode lange and notabill
 seruyce abouen said . And in case the said Sir (17) Dauy die
 or decesse within the said terme of -xl . yheere thatt than
 thes enden- (18) tours be voide and the said⁷⁹ terme of . xl .
 yheere⁸⁰ cesse and expiere⁸¹ for euermoore (19) And also itt⁸⁰
 is acordid⁸¹ betwix the payrties abouen said / thatt the said
 Sir Dauy (20) sall nott⁸² gr^aunte ne latte to ferme no landes
 no tenements wythin the said (21) Barony with oute the will
 and conseunt of the said prioure of Coldingham and (22) his
 successours for the tyme beyng . And thatt the said Sir Dauy
 sall supporte (23) maynteyn and defende the rightes fredoms
 and possessions of the said prioury (24) and the kirke of

⁷⁸ Spelt *rewarde* in Raine's edition although there is no abbreviation for the last vowel.

⁷⁹ Raine's edition spelt *saide*, but there is no sign of abbreviation for the last -e.

⁸⁰ Raine's edition omits one t.

⁸¹ The last -d is confused with an -e in Raine's edition.

⁸² One t is omitted in Raine's edition.

Coldingh^am . And the said prioure of Coldingh^am sall ordande
(25) charge and discharge his seruants⁸³ withyn the prioury
of Coldingh^am att his will (26) wyth oute lettynge or
interrupcion of the said Sir Da^y or ony other^e in his name .
(27) And for to ordand and dispoose his goodes of his place
eftir his awen discrecion (28)⁸⁴ and as othere Abb^ase doose
wythin the roialme of Scotland to the moste profett of (29)
the place . Gifand and grauntand till the said Sir Da^y thayre
full power^e and auctoritee (30) for thaym and thayre name
till thayre {use} & profett be the consent and the counsell
(31) of the prⁱour of Coldingh^am beyng for tyme all thayre
landes to sett . fermes to (32) rayse to the pr^ofett of the
Cell aforsaid . courts till hald amercym^ents to rayse / (33)
trespasours to punyssh . thayre men of the said Barony and
lands wher⁸⁵ euere^e thay (34) be attachied till borowe agayn
till thayre fredom and courte / And all other^e and (35)
syndry thynges to do and say for thaym in thayre name thatt
till the office of (36) the Bailyery is seen to p^erteyne of
custome or of lawe . fferme and stabill thay (37) haldand
and sall hald whatt euere the said thayre Bailye in his office
on thaire (38) behalfe ledes⁸⁶ to do for the wele of the said
kirkes of Durh^am and of Coldingh^am . And (39) all the
premysse wele and treuly to be fulfillid on the partt of the

⁸³ Raine adds the vowel *u* : *servaunts*.

⁸⁴ f. 273v begins

⁸⁵ Raine's edition reads *when*.

⁸⁶ Raine's edition reads *leves*.

said Sir Daury (40) the same Sir Daury befor the said prioure
and his counsell has bodyly sworn apon (41) abouke . In
wyttenssyng of the whilke thynges bath the parties has
enterchan- (42) ghably sett to thaire seales . day . yheere
and place beforsaid⁸⁷ § /

⁸⁷ *beforesaid* in Raine's edition.

Durham County Record Office: D/Gr 295.

Indenture made at York, 23 March 21 Henry VI, between (i) William Bowes...[illeg. on photocopy] and (ii) John Trolhope of Thornlawe in the bpric. of Durham, squyer: marriage articles between John, and Isabell, d. of William. In jointure, certain of Trolhope's property in Mordon. A few NME forms, but language largely standardised. (LALME I:78 and 189)

Membrane, 15.5 x 29.5 cms. Brown ink.

Indented at the top and foot folded with one slit through both layers for the membrane tag. Seal missing.

(1) This indenture made betwix William Bowes <squire of the ...> of York <one> the tone partie & John Trolhope of Thornlawe in the Bissoperyk of Durem Squyer one þat other (2) partie in the presence of Sir Thomas Lumley knyght John Stafford and other the xxij day [of marce] the xxj yere of the regne of kynge henry sext / þat is to say þat the (3) saide John Trolhope with the grace of god sall wedd & take to wyffe Isabell the Doghter of the saide William as hastely as it may gudely be eftir Pasch be fore (4) whiche mariage to be hadd the saide John Trolhope sall make a sure & sufficient estate to certeine men be the saide William to be nameed in certeins landes & tenementes (5) in Mordon in the

saide Bisshopewryk of Dureme to þe yerely value of x li ouere all maner of charges & reprises To haue to thame theire heires & þer assigns to þat (6) entent þat thoo feffes sall make estate agayne to the saide John Trolhope & Isabell efter the saide esponsells so hadd be twix þame to haue landes & tenementes (7) [...] to þe value of x marke [þercelles] of the saide x li worth of land to the saide John Trolhope & Isabell his wyffe & to his heires of his body comyng with outyn (8) impechement of waste and landes & tenementes remanant of the saide x li worth of land to the value of v marke ouere all maner of charges to be gyuen to (9) the saide John Trolhope & Isabell his wyffe & to þe heires of þer two bodyes comyng And for defaute of such issue the saide x li worth of land to remaigne (10) to þe right heires of the saide John Trolhope And also the saide John Trolhope sall take ane estate & be soule seised the day of the saide esponsells of all the landes & (11) &⁸⁸ tenementes rentes & possessions with thaire appurtenaunces / the whiche þat he hase or any man or men to his be houe bi his awne feffement or his auncestres or (12) any other to his be houe hase or hadd at any tyme And þat possessions þat the saide John Trolhope sall purches he sall take estate therein soule to þat entent þat (13) the saide Isabell may haue hir dower þer of for the whiche mariage the saide William sall pay a C li at the termes

⁸⁸ *sic.*

folowyng þat is to say L marke the day (14) of the saide
esponsells and L mar<ke> within a moneth efter the saide
esponsells & the other L marke bi the saide Sir Thomas
Lumley discrecion And if it happen (15) þat the saide Isabell
dye within the yere efter þe saide esponsells lyffying the
saide John noon issue be twix þame hadd þat than the saide
John sall pay (16) agayne L marke to the saide William & his
executours And if the saide Isabell dye þat than the issue
hadd be twix þame sall haue toon halff of þe moeuables (17)
gudes of þe saide John Trolhope w<ith outyn>⁸⁹ fraude or
gyle And if the saide John dye liffying the saide Isabell þat
than the saide Isabell & hir childer of his (18) body begettyn
sall haue the toon <hal>ff of his parte of his gudes And
where þat there er indentures made be twix the saide
parties beryng date at york (19) the xxj day of marce the
saide yere towchyng the saide mariage / the saide William
for his partie & the saide John Trolhope for his partie will &
grauntes (20) bi this dede þat the endentures be voided &
fornoght made at York the day and yere abouen saide . . .

⁸⁹ Traces of some of these letters.

Durham County Record Office: D/Gr 296.

Indenture made and written the morrow after the Feast of St Hillary 25 Henry VI, between (i) Raufe Pudisay, Esquiere, and (ii) John Trolhope, Esqwylene : marriage settlement between John, s. and h. of John, and one of the daughters of Rauf, the choice to be made by John senior. Trolhope of Thornlawe (mod. Thornley, nr. Kelloe); Pudisay of Barford/Barforth, Winton Parish. (LALME I: 78 and 189)

Membrane, 16.6 x 26.5 cm. Brown ink.

Indented at the top and foot folded with two slits through both layers and another one at the fold for the membrane tag. Appended round red wax signet, 1 cm. Five-point molet, letters between the points and a ring of real straw around it.

(1) This endentur made be twene Rauf Pudisay [Esquier] on the to part and John Trolhope Esqwyer on the toder part witnesse that it is acordid be twyx thaym that (2) John son and here apparant of the said John schall be the grace of god wed and tak to wife one of the doghters of the said Rauf at theleccion⁹⁰ of the said (3) John the fadir als hym thynke

⁹⁰ *sic*. Instead of writing *the eleccion* the scribe links both words using the beginning of the second word and omitting in this way the last -e of the first one.

thair age will best acord the mariage to be made & solempnyfied in all gudly hast that kan be had eftir the fest of (4) Pasch next comyng the said Rauf to make the costages of the said mariage for the whilk mariage the said Rauf schall paye to the said John (5) the fadir fourscore marc & fife in the fourme that filowes that is to say x li at Candilmesse neixt comyng And xxij li vj s viij d at the fest (6) of Whitsonday than neixt folowyng And x . li at seint Elenemesse then next folowyng And xx marc at the fest [of the fest] of seint Elene (7) the next folowyng For the whilk mone the said John the fadir schall giff to the said John the son & to his wife landis & tenementis (8) to the verray value yerly of x marc ouer all charges & reprise & vn encumbird with accion lawfull clayme or entre to haue & to hald to thayme & to theres⁹¹ (9) of thair two bodies lawfully begetyn And the said John the fadir schall alene no land ne rent that come or schall come to hym be any of his auncestr⁹² (10) And⁹³ Also he byndis [hym] to the said Rauf be this writyng that his lifelod is nowe of yerly value of xl marc ouer the reprises besid the maner (11) of Thornlawe wⁱt^h the demayns landis medew and the apourtenantes ther

⁹¹ Cf. previous note. Instead of *the heres* the scribe links both words saving letters writing *theres*.

⁹² The text from *to thayme* in line 8 to *his auncestr* in line 9 is a later addition. The previous text was erased and marks of some letters can still be perceived.

⁹³ Later addition in the margin of the document.

to langyng And if it happen the said John the son and his wife to (12) dye wⁱth out issue of thair bodis begetyn that god defend the said landis and tenements to thayme so gefen schal reuert to the said John the (13) the⁹⁴ fadir and to his heires for euermore [and if it happen the wyfe of the said John the son to die to fore thage of xiiij yere that then the (14) said John the son schall wedd anoder of the doghters of the said Rauf] And if it happen the wyfe of the said John the son to die afore (15) any of the dayes of payment aforsaid that then all the mone & payments then vnpayd schall remayne for euer vnpaied and the (16) surte therfore made schal be void and of no value And Also it is acorded that John the son of John Trolhope aforsaid schall be in the (17) gouernaunce of the said John his fadir to he be of resonabile age to gouerne hym self the said fader to haue to his fyndyng of the said landis &⁹⁵ (18) tenements to thaym so giffen to the value of v marc [yerly] And the said Rauf schall haue in gouernaunce his said doghter wⁱth landis & tenements (19) to thaym so giffen to the value of v marc yerly to the fyndyng of the said doghter And to all thes couen^ants & condicⁱons aforsaid (20) to be duely keped the said parties byndis thaym ayder to odir be thes presents endent^urs entrechaungid in xl li witnesse wherof the (21) said Rauf to on part of this endent^ure toward the said Johen remaynyng

⁹⁴ *sic.*

⁹⁵ *to his fyndyng of the said landis &* is a later addition superposed on the erased text.

has set to his sele and to one oder part of this endenture
(22) toward the said Ra^uff remaynyng the said John the fadir
has set to his sele [made] writen the morne eftir the fest of
seint hillary (23) the yere of kynge henry the sext eftre the
conquest xxv .

Durham University Library: Durham Dean and Chapter Muniments, 1.9.SPEC.43.

Indenture ('Bill tripartite') written and given 26 Aug 25 Henry VI: award by William Rakett, Robert Rodes, Thomas Aslakby and Robert Werdall, arbitrators in a dispute between (i) the prior and convent of Durham, and (ii) Thomas Billingham, esq., concerning services and rents asked in Billingham and Durham. NME, rather dilute, probably of Durham. Copy in Cartulary IV, f. 145r-v. (LALME I: 79 and 190)

Membrane, 23 x 35 cm. Black ink.

Indented at the top with two cuts running from the right-hand side leftwards at the foot of the document leaving two narrow tongues. Attached to each of the tongues two red wax signets placed tandem-wise making a total of four signets.

The top left signet belonged to William Raket. Octagonal signet,

1.5 x 0.8 cm, "a stag standing, a fish below it.

deo gras"⁹⁶

⁹⁶ This seal is not catalogued in Greenwell & Blair's work, but similar descriptions of other seals also belonging to William Raket are given in entries no. 2053 and 2054 (1911-1921, vol. I: 251)

The top right signet was of Robert Rodes's property. Round signet, 1 cm., "[...] a bird with letters .. EN"⁹⁷

The bottom left signet was used by Thomas Aslakby. Round signet, 1 cm., "a quatrefoil, a letter in the centre and others on each leaf."⁹⁸

The bottom right signet belonged to Thomas Billingham. Round signet, 1.5 cm, a lion rampant.

Hole in the middle, probably originally in the membrane since the scribe avoids it.

(1) This Bill tripartite witnes that thare as diuerse controuersis and variance war betwene Willi^am Prior and Conuent of Durh^am on the one (2) partie and Thomas Billingham esquier on the tothir partie for diuerse seruices rentes and operacions asked of the partie of the saide priore and Conuent agayns the said Thomas in towne of Billingham for all his landes in the same towne . And -xiiij s iij d of annuell (4) rentt issaunt oute of a place of the said Priour in the Merkettstede of Durh^am beside Clayporthyate asked of the partie of the (5) said Thomas of Billingham ageyns the said priour and Conuent . The said parties of all the said rentes seruices and werkes (6) by the mediacion and awarde of Willi^am Rakett Robert Rodes Thomas Aslakby and Robert Werdall arbitrours by thaym (7) indeferently chosen

⁹⁷ Greenwell & Blair, 1911-1921, vol. I: 259. Entry no. 2105.

⁹⁸ Greenwell & Blair, 1911-1921, vol. I: 15. Entry no. 100.

ar acordett in maner and fourme folowyng . That is to say
that the said Priour and Conuent sall relese [and make sure]
to (8) the said Thomas Billingham and his heirs all maner of
rentes seruices and operacions dew to the said Priour and
Con- (9) uent sauing to thaym and thair successours xx s
rent yherly to be paied oute of all the said landes att the
Festes of (10) Wittsonday and Martynmesse by euen porcions
to be made sure by the said Thomas Billingham and his heirs
And [to halde] thre ex (11) gang of lande callide Riklotlande
parcell of the said lande of the said Prioure and his
successours by the tent party of a knyght (12) fee and suyte
to - his Counte att thre hede Countes in the yhere . And the
forsaid priour and Conuent sall remytte and re- (13) lesse
all maner of arrerage of the said seruices rentes and
operacions dewe vnto the saide Prioure and Conuent befor
this (14) day of the said landes And for possession to be
hadd to the saide Prioure and Conuent of the said rent of - xx
s . the saide (15) Thomas has paied the rent of Wittsonday
laste passide to the saide Prioure . And also the saide
Thomas sall doo his homage (16) for the said landes callid
Riklotlandes befor Michaelmesse next comyng And the said
Thomas for hym and his heirs sall (17) [make sure] remytte
and relese to the said Prioure and Conuent and thare
successours all title right and clame that he hase or may
(18) haue in the said rent of -xiiij s iiij d And all thoos to be
doon by the auyce of the counsell of both parties aforesaid
(19) as sure as it can be auisett and ordaynd befor the feste

of Pasch next comyng Alway forseen that it sall be leffull
(20) to the said arbitrours to adde & admynus for the surtee
and wele of the said mater the substance alway keppide And
(21) this acord and awarde to fulfill and doo the said parties
ar assured ayther of thaym by the troughte in thayr bodies
(22) Wreten and giuen -xxvj- day of August yhere of kyng
henry sext -xxv- Vndre the sealles of the arbitrours
aforesaid

Durham University Library: Durham Dean and Chapter
Muniments, Cartulary IV, f. 145r-v.

Copy of 1.9.Spec.43, q.v. (LALME I: 80 and 191)

Medieval foliation: ff. 141r-v

(1) Thys Byll tripartite wytnes þat ther as diuerse
controuersies & [w] variance war (2) betweyne William
priour of Durham of þat one partie & Thomas Byllyngham es-
(3) qwier on þat other partye for diuerse seruices rentes &
operacions askyd of the (4) partye of the sayd priour &
Conuent agayns the sayd Thomas in þe town of (5)
Byllyngham for all hys landes in the same town . & - xiiij s
iiij d of annuell (6) rent jssaunt [owt] of a place of the said
priour in the Marketstede of Durham beside (7) Clayporthyate
askyd of the partye of the said Thomas of Byllyngham (8)
agayns the sayd priour & Conuent . The sayd parties of all the
sayd rentes (9) seruices & werkes by the medyacion &
awarde of William Rakett Robert Rodes (10) Thomas Aslakby
& Robert Werdall arbitrours by thayme indifferently (11)
chosen ar acordytt in maner & forme folowyng Thatt is to
say that þe (12) sayd priour & Conuent shall relese & make
sure to the said Thomas Byllyngham & his heirs all
maner of rentes seruices & operacions dew to the sayde (14)

Priour & Conuent . sauing to thaym & their successours -xx s
 rent yherly (15)⁹⁹ to be payde owt of all þe sayd landes att
 the Festes of Wittsonday & Martyn- (16) messe by euyn
 porcions to be made [to b] sure to the said Thomas Byllyng-
 (17) ham & his heirs And to holde thre oxegang of land callyd
 Ryklotlande (18) parcell of the said land of þe said priour &
 hys successours by the tenth partye (19) of a knyghtes fee &
 seute to hys Count att thre hede Countes in the yhere (20)
 And þe foresaid priour & Conuent [before thys] shall remytt &
 relese all maner (21) of arrerage of the sayd seruices
rentes & operacions dew vnto þe sayd priour & (22) Conuent
 before thys day of the sayd landes And for possession to
 behadd to (23) the sayd priour & Conuent of the said rentt of
 -xx s the said Thomas hath (24) payed the rentt of
 Wyttonday last passid to the sayd priour And allso (25) the
 sayd Thomas shall doo hys homage for the said landes callid
 Riklot- (26) landes before Michaelmesse next comyng And þe
 said Thomas for hym (27) & hys heirs shall remitt make sure
 & relese to the said priour & Conuent and (28) there
 successours all title ryght & clame that he hath or may haue
 in (29) the said rentt of -xiiij s iiij d And all those to be
 doone by þe auyce of the (30) councell of both parties
 aforesaid als sure as itt can ba auysed & ordaynde (31)
 before the fest of pasch next comyng Allway foreseene þat
 itt sall be (32) lefull to þe said arbitrours to add & admynus

⁹⁹ Folio 145v begins.

for the surtee & well of (33) the sayd mater . the substance
allway kepydd And this acorde & awarde to (34) fullfill &
doo . the said parties ar assured aither of thaym by the
trouth in (35) there bodies written & gyuen þ^e xxvj day of
August . 3here of kyng (36) henry sext xxv . Vnder þ^e seales
of the arbitrours aforesayde

Durham University Library: Durham Dean and Chapter
Muniments, 2.3.Spec.63.

Indenture dated at Gateshead, 18 March 26 Henry VI:
lease of a close called 'Strudermedu' in the field of
Gateshead by (i) Robert Robson of Gateshead, Johanne^t
his wife, and John Bron, potter, to (ii) William Ablatson,
John Robynson, collier of Gateshead, Stephan Walkere
and John Smyth, potter of the same town. An unschooled
production, in uplandisch script. (LALME I: 79 and 189)

Membrane, 20.5 x 25.5 cm. Faded brown ink.

Indented at the top and foot folded with two slits through
both layers for two membrane tags. Two pendent red wax
signets, one from each tag, and remains of a third one on
the left tag. Both signets are defaced. The signet on the left
is oval, 1.5 x 1.1 cm. The device could be that of a capital *R*.
The signet on the right is square, 1 cm. The device is almost
imperceptible, two vertical bars (two letters?).

(1) yis indenturs mad be twys Robert Robson of Gateshd
Johannet es wyf & John Bron potter on ye ta parti and
William (2) ablatson John Robynson colliher of Gateshd
stephan Walker & John Smyth potter of ye sam ton on ye
toder (3) parti wytreshand [ya^t ye said] Robert Robson
Johannet es wyf & John Bron potter hawes latin to ferm to

ye for saied William (4) ablatson John Robynson stephwen walker & John smyth potter a clos called strudermedu in ye feld of Gateshd (5) to hawe & to hold ya^t forsaed clos wyt ye purtenans to ye forsaed William John Robynson stephen & John Smyth (6) and to yer assign for ye term of ix yer after ye dat of yis present wrytyng be fully complet & fulfilled (7) Paiand to ye saed Robert Robson Johannet es wyf & John Bron & to yar heres & yar assignes xl s of lel mone (8) of Igland at ye festes of saint Cudberd in lenten & at ye fest of ye Natiuite of hour lord Jheso crist (9) be euenly poccions and gif so befal ya^t ye forsad rent of xl s be behynd at any term vn paied (10) our xl daies after any term in parti or in al yan it es leful to ye forsad Robert Robson Johannet es wyf & John (11) Bron in ye forsad clos of strudermedu to distren ye distris tak & hald & led away to ye tym^y satisfaccion (12) be mad for ye rent & for ye arerrage And ye forsad William ablatson John Robynson stephen walker & John (13) Smyth potter sal vphald & intur ye hegges abat ye sad clos on yar awen costas durand yar termes (14) also yai sal kep ye sad clos for gruwying of hunderwod wit in ye clos durand yar term and at ye hend (15) of yar term [& at ye hend of yar term]¹⁰⁰ yai sal lef it als clen wit in als it was at yar begining (16) also yai sal ald & kep ye watergat ya^t Rynnes be twys henre Ranesworth & hus so ya^t it sal da no harm

¹⁰⁰ The repetition of the same phrase suggests that the scribe is copying from another document.

(17) wyt in ye saed clos also ye saied William Ablatson John Robynson stephan walker & John Smyth wyl and (18) grantes for yam & yar assignes Robert Robson ya^t he sal hawe fre entre & issu wyt es hay & es gras of (19) <...>¹⁰¹ Medo thoru vt yer [clos] of strudermedo & gif so befal ya^t yar be gras grehan when he sal care (20) ye saied Robert Robson sal tak & mawe aresonable wan gat for es cariag & ya^t gras sal he mak in hay (21) on es cost & yan he sal warn [yam] to led it a way also ye saied Robert Robson Johannet es wyf & John Bron wyl (22) & grantes for yam & yer heres & yar assignes to ye saied tenandis ya^t yai sal hawe aplas of grond of ye (23) hend of ye hors clos Newlyngs closed in to ye streder medo to yam & to yar assignes last and yar termes (24) paiand to ye saied Robert & Johannet es wyf & John Bron yar heres & yer assignes iiij d at ye termes be for saied (25) In ye wytnes of yis endentures ye partes befor saied puttes to yar selles & yis wytnes Robert hilton (26) Robert bladsmyth William hosteler & alijs Water at Gateshd ye xvij day of mars in ye Reng of kyng (27) henre ye sext efter ye conquest of Inghland xxvj

¹⁰¹ Blot of ink.

Durham University Library Archives: Durham Dean and Chapter Muniments, Misc. Ch. 1282.

Deed poll of the prior and chapter of Durham, given at Durham 16 March 1449: declaration that Sir David Home was duly paid for his term of office as baillie of Coldingham. NME, somewhat standardised. (LALME I: 85 and 192)

Membrane, 13 x 32 cm. Black ink.

A cut runs through the foot from the left-hand side rightwards but both tongue and seal are missing.

Initial capital *F* slightly embellished.

(1) For als mykill as it is meritory and medefull to bere
witnessse of the trewth. We Willjam the Prioure and the
Chapitre of the Cathedrale kirke of durham recordes (2)
witnessse and by thes our present lettres opynly declares
how that in oure predecessour tyme late prioure of durham
was grauntide by endentours made att durham the (3) xvj day
of Septembre the yheere of grace a thousande fourhundreth
fourty and an vndre our common seall / the office of the
Bailiery of our Celle of Coldyngham (4) to Sir davy home
knyght vppon certayn appoyntmentes and condicions
expresside in the same endentours . Whilke office of the
Bailiery aforsaide /. and the enden- (5) tours therofe made

with all the condiciones appoyntmentes and effectes
reherside in thayme /. was aftirwarde by the saide Sir davy
frely resigned and annullide . (6) And the same endentours
vndre oure commone seall in the name of the saide Sir davy
by oon Scottesman delyuerde to my saide predecessour /. and
thaire cancellide (7) and broken . And than for dyuerse
consideracions the saide office was geuyn and grauntide to
Sir Alex home . his cousin . by endentours in like wise vnder
our (8) common seall vppon certayn condiciones and
agrementes contenyde in the same endentours made att
durh^am the fourte day Januare / the yheere of grace a (9)
thousande four hundreth fourty and twa . Moor ouer by this
present we witnesse that as for the tyme the saide Sir davy
stoode bailya and occupied the (10) office of the Bailyery /.
that is to say . oon hale yheere and nott fully xvj wekes as it
apperys by the date of the endentours afor reherside /. he
was dewly (11) paide and asseithide by oure welbiloued
brother dan John ell late prioure of Coldyng^ame as we are
enfourmede and as oure saide brother dan John ell (12) will
recorde and opynly declare . In witnesse of the whilke
thynges aforsaide to thes oure lettres testimonall we haue
sett our common seall þeuē¹⁰² in our (13) Chapitrehouse
att durh^am the . xvj day of Marche þe yheere of oure lorde .
M^l . CCCCxlix .

¹⁰² *sic.*

Durham University Library: Durham Dean and Chapter
Muniments, 3.4.SPEC.6.

Perambulation and view of a carucate of land called Cubblardland lying in the field of the town of Hilton (9 m NW of Darlington¹⁰³); made by Robert Johnson and five other sworn men, for (i) the prior and chapter of Durham, and (ii) Willyam, baron and lord of Hilton. Morrow after St Valentine's Day, 1450. Copy in Cartulary IV, f. 66v. (LALME I: 79 and 190)

Membrane, 19 x 32 cm. Brown ink.

This document is attached to a Latin indenture. They both are folded together and share the same tag ad seal. Folded foot with two slits through both layers for a membrane tag. Appended round red signet, 1 cm, "head of Moses with six horns, in a corded border."¹⁰⁴

Initial *T* slightly ornamented.

¹⁰³ There are two towns called Hilton in the county of Durham: one in the southwest (as the LALME states) and a second one in the northeast of the county. Since Boldon and Downhill -both in the northeast of the county of Durham- are mentioned as limits of the estate of "Cubblard land", in the town of Hilton, it seems logical to assume that the northeast is the right location of this town. (see map in the "Appendix", p. 235).

¹⁰⁴ Greenwell & Blair, 1911-1921, vol. I : 158. Entry no. 1349.

(1) This is þa perambulacion and the vew of a carucate of land callid Cubblard land lyng in the fildes of þe toun of hilton made vppon þe morne aftir saynt Valentin (2) day . the yere of our lord . M . CCCC . I . thorow þe will and sire consent of þe Right Reuerent Fadir in god Willyam Priour of duresme and of the Chapter as (3) for þe ton party . And of þe right worshipful Sir Willyam Baron and Lorde hilton . as for the torhir party . bi vs Robert Johnson . John Chambre (4) Robert Chambre . Willyam Cropwell Thomas Nicolson and John Tomson lawfully sworne vppon a boke in þe presens of þe parties abousaid . And (5) many othir men / treuly and dieuly to make perambulacion of þe said carucate of land . And forto present it vppe vnto þe right worshipful (6) Sir Maister John Norton doctour of law . Arbiter and competent juge made and elite in this mater bi ful consent and eleccion of both parties (7) abousaid. First halfe an acre of land lyand Est and West boundand vppon stiklaw. Item . ij . acres and an halfe lyand Est and West at þe West (8) ende of þat in lang halfeacres . Item . ij . acres lyand south and north vppon þe southside of þe hopeway . Item . x . acres lyand south and north (9) boundand vppon boldon felde at the North ende . Item . x . acres bi Est Farthing slade boundand vppon boldon felde . Item on Rode lyand Est and (10) West in Farthingslade . Item . ij . acres lyand South and North boundand to the hopeway . Item . ij . acres lyand south and north stintand at the (11) mydland / and boundand at þe hopeway . Item ij . acres lyand Est and West be north þe

salghbaske at blynde well. And a bou halfe an acre lyand (12) next boldon short acres . Item .iiij. acres South and North liand next þe person pece on þe northside þe hopeway . Item . ij . acres liand at þe North ende (13) of Pilforth land stinttand at the mydilland . Item a Rode liand bitwix þe Estfelde and þe Westfelde bound and at Pilforth land . Item . ij . acres on (14) Northside of hopeway stintand at ourihedis. Item . ij . acres liand be north hopeway stintand at the thornebuske . Item . iiij . in too peces boun (15) dand on boldon more spottes stintand at þe middes . Item . an acre at the southside of hopeway stintand at the middes . Item . viij . rigges lyand benorth (16) the hopeway¹⁰⁵ . And . ij . acres lyand benorth thes [viij . rigges] ¹⁰⁶. Item . iiij . acres liand Est and West at boldon hedes . Item . iij . rigges liand for . ij . acres fro middes vpward bi West (17) side boldon way. Item . ij . acres liand in holley next þe person land on þe West party . Item . an acre liand bi þe Estside of boldon way south and (18) north . Item halfe an acre liand on þe Westside of dounhill stinttand agayn . Item . an acre liand Est and West of boldon hill bi side boldon (19) marsh . Item an acre liand Est and West of boldon hill bi side boldon (20)

¹⁰⁵ These two words seem to be later additions since part of them are off the body of the text.

¹⁰⁶ The scribe scraped the membrane from *rigges* in the previous line up to this point in order to erase the former text. In the corrected vesion he used black ink and had to begin line 16 in the left margin of the document and even some words were interlined due to lack of space for the emendation.

marsh . Item an acre on þe northside of þe louyng dike liand
Est and West at Warderech stintand . Item .xl. acres in on
pece bitwix (21) titletch and hordayn burne . Item . ij .
acres liand bitwix too balkes on dawcroftes . Item . xx^{ti} .
acres at þe Westende of Wardereth . Item on Rode (22) at
the southside of dounhill . Item . an acre abuff merle pott at
þe Estside . Item . an acre abuff prest crofte stinttand .

Durham University Library: Durham Dean and Chapter
Muniments, Cartulary IV, f. 66v.

Copy of 3.4.Spec.6, q.v. Durham." (LALME I: 80 and 191)

Medieval foliation: f. 62 v.

(1) Thys is þe perambulacyon & þe vew of a carucate of land
Callid Cubblard land (2) lyng in þe fildes of þe town of
hylton made vpon the morne after seint Valentine (3) day þe
yere of our lord M CCCC I throw the wyll & full consentt of
þe ryght reuerent (4) in god William Priour of durham & of þe
chapiter as for þe tone party . And of þe righte (5)
worshipful Sir William Baron & lord of hilton . as for þe
tother party . by vs Robert (6) Johnson . John Chambre
Robert Chambre William Cropwell Thomas Nycholson (7) &
John Tomson lawfully sworne vpon a booke in þe presence of
þe parties aboueseid & (8) mony other men trewly & dieuly
to make perambulacyon of the seyd carucate of (9) land &
for to present itt vp vn to þe right worshipfull Sir . Maister
John Norton doctour (10) of law arbiter & competent iuge
maide & elite in þis mater by full consent & eleccion (11) of
both parties aboue said . First halfe ane acre of land lyand
Este & West boun (12) donde vpon styklaw Item ij acres & a
halfe lyand Est & West at þe West end of þat (13) in

langhalfacres . Item ij acres lyand south & north vpon þe
 south syde of þe hopeway (14) Item x acres lyand south &
 north boundand vpon Boldon felde att þe northende (15) Item
 x acres by est farthingslade boundand vpon Boldon felde
 Item one Roode (16) lyand Est & West in farthingslade Item
 ij acres lyand south & north boundand (17) to the hopeway
 Item ij acres lyand south & north stynttand att þe mydland &
 (18) boundand att þe hopeway Item ij acres lyand Est & West
 by north þe salghbuske (19) att blyndwell And aboue halfe
 ane acre lyand next boldon [half acres] shorte (20) acres .
 Item iiij acres south & north lyand next þe person pece on þe
 northsyde the (21) hopeway . Item ij acres lyand att þe
 northend of pylforth lande styntand att the (22) myddilland
 Item a Roode lyand betwix þe Est felde & þe Westfelde
 boundand att (23) pylforth land Item ij acres on þe northside
 of þe hopeway styntand att ouyrhedis (24) Item ij acres
 lyand be north hopeway styntand att þe thornbuske Item iiij
 in (25) two peces boundand on boldon more spottes styntand
 att þe myddes Item ane acre at (26) þe southside the
 hopeway styntand att the myddes Item viij rygges lyand
 benorth (27) þe hopeway & ij acres lyand be north þe viij
rygges Item iiij acres lyand Este & West (28) at boldon
hedes Item iij Rigges lyand for .ij. acres fro myddes vpward
 be West syde (29) boldon way Item ij acres lyand in holley
 next person land on þe Westpartye Item ane (30) acre lyand
 bi þe estside of boldon way south & north Item halfe ane
acre lyand (31) on þe westside of dounhill styntand agayne

Item ane acre lyand este & west of (32) boldon hyll beside
boldon marshe Item ane acre¹⁰⁷ of þe northside of þe louyng
dike (33) lyand Este & West att warderech styntand Item xl
acres in one pece betwix tit- (34) letche & hordayn burn
Item ij acres lyand betwix two balkes on dawcroftes (35)
Item xxti acres att þe westend of warderech Item one roode
att þe southside of the (36) dounhill Item ane acre aboue
merle pott at þe estside . Item ane acre aboue preste (37)
crofte styntand

¹⁰⁷ The scribe skips part of the original.

Durham University Library: Durham Dean and Chapter Muniments, 3.13.SPEC.48.

Indenture written at Brauncepeth (Brancepeth, 4 1/4 m SW of Durham), 14 Sept 29 Henry VI: award of Thomas Neuill, kt., Robert Claxton, kt., and Robert Eure, kt., arbitrators in a dispute between John Wyndelston and Thomas Wyndelston over property in the towns of Wyndelston, Shelam and Kirkmeryngton. Language partly standard. (LALME I: 79 and 190)

Membrane, 13.5 x 37.5 cm. Brown ink.

Indented at the top and on the left-hand side; foot folded. From three slits through both layers three membrane tags hang with their respective red wax signets. The signet on the left is round, although imperfect, 1.3 x 1.3 cm. Escallop shaped, ridged surface, two letters at both sides. Probably used by Thomas Neuill.

The signet in the middle is also round, 1 cm, "a voided molet of five points, letters (?) between the points."¹⁰⁸

¹⁰⁸ Greenwell & Blair, 1911-1921, vol. I : 27. Entry no. 614 for Robert Claxton's seals. The date and the description of the signet catalogued coincides with the one we are dealing with but the reference number instead of being 3.13.Spec.48 is 3.13.Spec.38 which suggests a mistake in the *Catalogue* already detected by the librarians of Durham University Archives and Special Collections. The *Catalogue* has many omissions and mistakes that makes a revision necessary.

The signet on the right is octagonal, 1.2 x 1.2 cm. The capital letters *E* and *R* overlap. Obviously the signet used by Robert Eure.

The right-hand margin is blurred and sometimes illegible.

(1) To all men þat this present writyng shall se or here Thomas Neuill knyght Robert Claxton knyght and Robert Eure esquier / gretyng in god for somoo<...>¹⁰⁹ (2) as grete variance contrauersie and debate was menyde & hade bitwx John Wyndelston & Thomas Wyndelston for certeyn landes and tenementes in þe townes of (3) Wyndelston Shelam & kirkmeryngton and for diuerse trespasses & offences done by athir of the saide partyes to opere / þar by þe mediacione of þere frendes hande þaim (4) by þer obligacione beryng date þe x day of Januare þe xxviiij yere of kyng henry sext sith þe conquest in xl li to stande to þe ordeynance jugement & (5) &¹¹⁰ decree of vs þe saide Thomas Neuill knyght Robert and Robert / of & in all maner of acciones quereles contrauersies & demaunds by twene þaim in any maner wise <...vyde>¹¹¹ (6) hade or hyngyng So þat þe saide ordenance jugement & decree war maide afore þe fest of Seynt Michell þarchaungell next felowyng after þe date of þe saide (7) obligacion / wherfor we þe saide Thomas Neuill knyght Robert Claxton knyght & Robert Eure esquier herde þe

¹⁰⁹ The ink is slightly faded.

¹¹⁰ *sic*

¹¹¹ Ink faded.

compleynts greuances & reasons of both þe partyes (8) forsaide at Brauncepath þe xiiij day of Septembꝛ next felowyng þe date of þe saide obligacione ordeynes adiuges & decrees bytwene þe same partyes in (9) manere & fourme felowyng / þat is to say þe saide Thomas Wyndelston shall haue holde & pesibly reioyes all þe landes and tenementes in Wyndelston Shelam & (10) kirkemeryngton which he hath of þe yefatte of þe saide John thare after þe fourme & effett of a dede þerof by þe saide John to þe saide Thomas Wyndelston (11) made withouten empechement of þe saide John his heirs or any oþere in þere name vnto tyme þat þe saide John Wyndelston or his hers paye or do tobe (12) payede to þe saide Thomas Wyndelston his heirs or his executours lx li of Inglissh moneye after þe fourme & effecte of certeyn endentures þerof betwene (13) þe saide John & Thomas Wyndelston made In witnesse wherof to þisoure present ordeynance jugement & decree we þe saide Thomas Nevill knyght (14) Robert Claxton knyght & Robert Eure esquyer have sette to oure seals writen at Brauncepath þe xiiij day of Septembꝛ a forsaide þe xxix yere of (15) kyng henry þe sext sith þe conquest §

Durham University Library: Durham Dean and Chapter Muniments, 1.4.SPEC.81 (dorse).

Condition of obligation, 12 March 33 Henry VI: John Dernton bound to William Askeby for £10, on condition of granting Askeby possession of a certain property in Hebburn (presumably Hebburn, 4 m WSW of S Shields) (LALME I: 79 and 190)

Membrane, 8.5 x 27 cm. Brown ink.

At the foot of the document two tongues with their roots on the left-hand side : a very thin one and a wider one above. An oval red wax signet is attached to the latter, 1.1 x 0.7 cm. The capital letters *J* and *D* overlap. Probably used by John Dernton.

This text refers to the same condition of obligation whose original Latin text is on the recto of this document. The date is given in the Latin text, Durham Dean and Chapter Muniments, 1.4.Spec.81.

(1) Nouerint uniuersi per presentes me Johem Dernton teneri & firmiter obligari Willelmo Askeby gentilman in decem libris (2) legalis monete soluendis eidem Willelmo aut suo certo attornato heredibus vel executoribus suis in festo sancti michaelis (3) archangeli proxime futurum post datum presencium ad quam quidem solucionem beate & fideliter

faciendam obligo me heredes & executores (4) meos firmiter
per presentes sigillo meo signatas date duodecimo die
mensis marcis anno regni Regis henrici sexti post (5)
conquestum Anglie tricesimo tercio .

(1) condicion of thys obligacion is thys (2) if the said John
Dernton with in (3) nin mak [delyuere] or mak to be
delyuyred (4) full & pecebily possession of the (5) third
parte of certen liand in hebburn (6) with in wrytyn efter þe
afette of a (7) charter ther of maid be the said John (8) to
þe said William as in þe said charter (9) specifes more
playnly furth with (10) efter the disses of Elisebeth his (11)
modyr other in hys propir person or (12) be a sufficient
attornay with owtyn (13) delay and thys dowyn trewly with
(14) owtyn frawde or gyll thys obligacion (15) stand to no
fette nor force & elles (16) be in strent & effect & force

Durham University Library: Durham Dean and Chapter
Muniments, 2.1.Finc.70.

Indenture given on the Feast of the Invention of the Holy Cross 1462, between (i) William Tillyall, esq., and (ii) the prior of Fynkall (Finchale) *et al.*: sale of Tillyall's wood growing on 'þe lewod'. Language fairly standard. (LALME I: 79 and 190)

Membrane, 14.5 x 21.5 cm. Brown ink, faded in the low part of the document.

Indented at the top. Round red wax signet affixed to the face of the document on the left-hand side, 1.5 cm., capital "W., a spray on each side of it and above it *dallon*."¹¹²

(1) This endenture made betw^x Willⁱam Tillyall esquyere on þe tonpart And Richard Bell Priour of Fynkall Willⁱam (2) Bentlay of Durh^am and John Turnour of Pittyngton on þe tothir part beres witnes þat þe said Willⁱam Tillyall (3) has sold to þe said Richard William Bentlay and John fore a some of money to þe said Willⁱam Tillyall paid (4) atte making of þis endenture Al maner o wod þat growes on a parcell of grond cald þe lewod as it liges be (5) tw^x þe Feld of Coken on þe Westsid and a burn þat rynes betw^x þe said lewod and

¹¹² Greenwell & Blair, 1911-1921, vol. I : 306. Entry no. 2446 for William Tillyal's seals.

an othir parcell o wod (6) also cald þe lewod on þe Estsid
 And buttes atte Northend apou a shaw o wod of þe said
 William Tillyall (7) and atte Estend apou þe . more . To haue
 alþe said wod to þe said Richard William Bentlay and John
 with (8) free entre and . vschew þerto be all wais vsuall to
 fele pele occupie and carie away wod and barke with (9)
 wayn carts hors ore any othir jnstrements be thaym self ore
 any othir in þair names without impech (10) ment ore
 disturblanc{e}s of þe said William Tillyall ore any othir fore
 hym ore in his name ffro þe date of (11) makyng of þis
 endenture vnto þe end of ij 3ers then next foluyng fully to
 be fulfild . And þe said William (12) Tillyall þe said wod
 sall clouse with his auwen stuff and vpon his auwen costes .
 And also þe said William (13) Tillyall and his heirs þe said
 lewod to þe said Richard William Bentlay and John in forme
 aforsaid (14) durant þe terme of þe said ij 3ers agayn all
 folk sall warant and defend and also kep thaym harmeles
 anest (15) þe tend of þe said wod and any be askid ore any
 title <o right> pretendit agayns thaym be any man ore (16)
 woman in case be . any be meuid . And in witnes her of . þe
 said parties . to þe partes of þis endenture aithir (17) to
 othir has sett þair seals Giffen in þe Fest of þe Inuencion of
 þe holy crose . 3er of our lord M^l CCCC lxij :,

Durham University Library: Durham Dean and Chapter
Muniments, 4.10.SPEC.16.

Indenture given on the Feast of the Nativity of St John the Baptist 1465: lease of a close called 'Sortes garthe' by Thomas Bwluffe to Seth Gyllow [Darlington or thereabouts: cf. 3.10. Spec. 44, 4.10. Spec. 22, and 4.10 Spec. 25.] Copy in Cartulary IV, f. 198v. (LALME I: 80 and 190)

Membrane, 8 x 25.2 cm. Brown ink.

Indented at the top and foot folded with two slits through both layers for a membrane tag hanging from the left-hand side of the document. Attached to it a round red wax signet, 1.5 cm., central device worn out. Letters around it: ...ALO...

(1) Thys jndenture mad jn ye Fest of Natiuite of saynt Johan Babtyst ye 3ere of owr lord m. cccc .lxv . betwyx Seth (2) Gyllow of on party & Thom^as Bwluffe of ye toder party berys wyttnes yatt ye sayd Thom^as has geuyn & lett to (3) farme to ye sayd Seth hys arrys & hys assynneys a clos callyd Sortes garthe fro ye daytt of yis present wrytyng vn (4) to ye terme of vj 3ere next folowyng geuyng 3erly to ye sayd Thom^as hys arrys & hys assynneys duryng ye for- (5) sayd terme att ye forsayd Fest of saynt Johan a red Roos if itt be askyd And ye forsayd Thom^as hys arrys & hys assy- (6) neys

ye forsayd clos duryng ye sayd terme [ag] of vj ȝere to ye
sayd Seth hys arrys & hys assynneys agan all (7) pepyll sall
warand & defend In to ye wyttnes of yis wryting both ye
forsayd Seth & ye forsayd Thom^{as} to ye (8) partys of yis
jndentur has putt ye seallys Geuyn ye ȝere & day forsayd ...

Durham University Library: Durham Dean and Chapter
Muniments, Cartulary IV, f. 198v.

Copy (standardised) of 4.10.Spec.16. (LALME I: 80 and
191)

Medieval foliation: f. 194v.

Initial capital slightly embellished.

(1) Thys indenture made in the Feste of Natiuite of seynt
John Baptyste (2) the yere of owr lord M^lCCCC lxv . betwix
seth Gillow of one partye (3) & Thom^as Bwlufe of p^at oder
partye berith wyttnes p^at p^e said Thomas (4) hath gyuen &
lett to ferme to the said seth his heires & his assignes (5) a
close callid surteis garth fro p^e date of this present writing
vn to (6) p^e terme of vj yere next folowyng . yeuyng yerely
to the said Thom^as (7) hys heires & his assignes duryng the
forsaid terme att p^e foresaid feste (8) of seynt John a rede
rose if itt be askyd . And p^e foresaid Thomas (9) hys heires
& his assignes the forsaid close duryng the said terme of vj
(10) yere to the said seth his heires & his assignes agayn all
people shall (11) warant ln to p^e wyttnesse of this writing
both p^e foresaid seth & (12) p^e foresaid Thom^as to p^e
parties of pⁱs indenture hath putt to their sealis (13) Yeuyn
p^e yere & day aforesaid §

Durham University Library: Durham Dean and Chapter Muniments, 1.4.SPEC.50.

Deed poll : testimonial of William Bronton *et al.* , concerning repairs to a tenement in Hebbourn. Written at Hebburn, 3 Sept 4 Edward IV¹¹³. Of no dialectal value. Copy in Cartulary IV. f. 54r. (LALME I: 79 and 190)

Membrane, 8.5 x 29 cm. Brown ink.

Three tongues with their root on the left-hand side. The one at the bottom of the document is very thin and has no signet. The other two have two signets each placed tandem-wise, all of them very damaged.

Signet at the top on the left: oval, 1.5 x 1.1 cm. No recognizable device.

Signet at the top on the right: round, 1.3 cm, profile of a bird (?).

Signet at the bottom on the left: round, irregular, 1.3 cm, profile of a bird (?).

Signet at the bottom on the right: although broken, it looks round, 0.8 cm.

¹¹³ The date given by the LALME is wrong, this is the date of the previous document in *Cartulary IV*, the right date being 3 December 5 Edward IV.

(1) To all trewe crystyn pepull to whom this present writyng shall com wee William Bronton John Nicholson William Wattson and (2) Alan Gerland sendyn gretynge weill in our lord god . And for as moche as it {is} meedfull & meretory to euery man soll to certefy record (3) & bere witnesse of & apon euere matier of right : wee the seid William John William & Alan certefy & record & by this our letter testymonel (4) bere witnesse that on Thomas Coken of Durham of that oon party & Jenet Wille widowe of that othir party dwellyng in hebbourn (5) were agreyd & conducend apon vsse the forseid William John William & Alan that wee shuld take a vew of þe (6) reparacion of a tenement in hebbourn aforseid wherapon it was seyn by vsse that the seid tenement was (7) indecay fallyn vnrepayrd to the valewe of . ix . s . In witnesse wherof we the seid Wilillam John [ef] (8) William & Alan hayn put to our seales writtyn at hebbourn aforseid The . iij . day of decembre in (9) the yere and the reign of kyng Edward the . iiij^{the} . the v^{te} . /

Durham University Library: Durham Dean and Chapter
Muniments, Cartulary IV, f. 54r.

Copy of 1.4.Spec.50, q.v. (LALME I: 80 and 190)

Medieval foliation: 50r.

(1) To all trew cristen pepull to whome þis present wrytyng
shall come We William (2) Bronton John Nicholson William
Wattson & Alane Gerland sendyn gretyn^g in our (3) lorde godd
. And for als moch as itt is medefull & merytory to euery
mans soull to certefy (4) recorde & bere wittnesse of & vpon
euery mater of ryght We the seid William John (5) William &
Alane certefy & recorde & by this our letter testiomall bere
wittness þat one Tho- (6) mas Coken of Durham of þat one
partye & Jenett Willy wedow of þat oþer partye dwel- (7)
lyng in hebburn wer agreid & conducend vpon vs the seid
William John William & (8) Alane þat we shuld take a vewe
of þe reparacyon of a tenement in hebburn aforeseid (9) where
vpon itt was seyn by vs þat þe seid tenement was in decay
fallyn vnrepa- (10) ryde to the valew of . ix . s In wittnes
where of we þe seid William John William & (11) Alane
haue putt to our seales . written at hebburn aforeseid þe
thryd day of De- (12) cembre in the yere of þe reygne of kyng
Edward þe fourth the fyfte

Durham County Recod Office: D/Lo/F/324.

Deed poll: testimonial of Thomas Tracy *et al.*, concerning the gift made by Sir Rogere Conyers of Wynyerd, k., in order to execute his last will. Written at Gryndon, 25 July 8 Edward IV.

Membrane, 13.5 x 28.4 cm. Brown ink.

It seems it had three tongues with their roots on the left-hand side, but only half of the lowest one remains. No signet.

(1) To all trwe cristenmen that this presente writyng shall see or here Thomas tracy and Sir John shawe pretes thomas (2) skepper john bell thomas clark of wynyerde george clerk of carlton Rogere kirkman of witton and herry gybson (3) of thorpe yoman sendes gretyng in oure lord gode and for so myche as it is bothe nedfull & medfull and euery trewe (4) crystenmens {pro}perte to record & bere witnes of the trowith in euery mater & none outhir . we record & certifie that Sir John herryson (5) outhir wise called Sir John cudirston late vicare of [grydo] gryndon be side segefeld in the byschoprik of durh^am mad in hys (6) lyfe a gyfte vn to Sir Rogere conyers of wynyerd knyght of all his landes & tenamentes with ther appurtenances & of all hys (7) gud mouable & nat mouable with all hys dettes to performe & execute hys last wyll which will was that thomas herri- (8)

son brothir vn to the said vecare shuld haue all his landes &
tennementtes with ther appurtenances with in y^e toun and
(9) felde of barneby bossall in the shire of yorke with all
the dedes & the euidence to thaym belongyng or concernyng
and that (10) the sayde Sir roger shulde haue to hym & his
heyrs certeyne burowages with thayr appurtenances
purchasyd by the sayd vicare in (11) the toune of barnard
castell the sayd Sir roger to pay yerfor vn to hoge baynbryg
v mark of lawfull ynglish monee ffor (12) the which v mark
the sayd vicare layd the afforsayd burowage in plege &
morgage vn to the sayd hoge baynbryg (13) and at thys was
at his dede & his last will we will record & swer at any tym
when we be lawfully called (14) thar to In witnes wher of
we a fforsayd Sir thomas tracy Sir John shaw thomas
skepper john bell thomas william (15) george roger kirkman
& herry to this oure presente wrytyng hath sett oure seals
geuyn at gryndon afforsayd the xv (16) day of july the viij
yeer of the reyne of king edward the iiij^{te}

Durham University Library: Durham Dean and Chapter
Muniments, 4.10.SPEC.22a¹¹⁴.

Indenture sealed at Derlyngton (Darlington) after the
Annunciation of Our Lady in Lent 1469: lease of a close
called 'Brakynbanke' by Thomas Bewlufe of Mykyll
Burdon (Great Burdon nr. Darlington) To Jhon Perkyn of
Haghton (?Haughton-le-Skerne, 1 1/2 m NE of
Darlington). A short text in good NME. Cf. 4.10.Spec.25.
Copy in Cartulary IV, ff. 199v-200r. (LALME I: 80 and
190)

Membrane, 7.8 x 21.7 cm. Brown ink.

Indented at the top. Round red wax signet affixed to the face
of the document, 1.2 cms., the letter *b* surrounded by a ring
of real straw.

(1) This indenture mayde be twyx Thomas Bewlufe off
mykyll Burdon off ye tone party & Jhon perkyn off hag (2)
hton off ye toyer party wytnes ya^t ye sayd Thomas Bewlufe
hase latyn to ye sayd John perkyn & hys asignow (3) rs a
close ye qwyk is callyd brakynbanke for ye terme off vj
3ere Also yaⁱ er agreyde & ye fore sayd Tho (4) mas fully
content for ye sayd terme off vj 3ere off all hys ferme at ye

¹¹⁴ In the LALME there is no mention to 22a and 22b, but the description of
the document refers to 22a.

begyng off y^e bargayn Into y^e wy (5) tnes off y^e qwylk . x .
yinge to y^e partis of yese indenturse ayer to oyer Thomas &
John wyth in wirtyn (6) hase setto y^er sellys the dayt at
derlyngton efter y^e anunciacion off owr lady in lentyn y^e
3ere off owr lorde (7) A thowsand CCCC^{mo} lxix

Durham University Library: Durham Dean and Chapter
Muniments, 4.10.SPEC.22b.

Deed poll: copy of 4.10.SPEC.22a.

Membrane, 8.4 x 21.4 cm. Brown ink. Some tiny holes in the membrane.

(1) This indenture mayd be twys Thom^as Bewluf of mykyll
Burdon of y^e ton party & John Perkyn of haghon on y^e toyer
(2) party wytnes y^at y^e sayd Thomas Bewluf has latyn to y^e
sayd John Perkyn & hys asygnours A close y^e qwyk is (3)
callyd brakynbank for y^e terom of vj . 3er Also yai er agreyd
& y^e for sayd Thom^as fully content for y^e sayd (4) terom of
vj . 3er of his farm at / y^e begynnyng of y^es bargan In to y^e
[whyk] wytnes of y^e whyk yinge to y^e partis (5) of y^es
indenturse ay^er to othir Thom^as & John with in wrytyn has
set to yar sellys the deyt at Darlyngton (6) eftyr y^e
Anunciacion of our lady in lentyn y^e 3er of owr lord Mⁱ
CCCCC^{mo} Ixix

Durham University Library: Durham Dean and Chapter
Muniments, Cartulary IV, ff. 199v-200r.

Copy (standardised) of 4.10.Spec.22, *q.v.* (LALME I: 80
and 191)

Medieval foliation: ff. 195v-196r.

Initial capital embellished .

(1) Thys indenture made betwix Thom^as Beulufe of mykil
burdon (2) of þe tone party & Jhon perkyn of haghton of þe
toþer party wittness þa^t (3) þe said Thom^as Beulufe hath
lett to þe said John perkyn and hys (4) assignes a close þe
whilk is callid brakenbank for þe terme of vj (5) yere . Allso
thei ar agreide & the forsaid Thom^as fully content for the
(6) said terme of vj yere of all his ferme att þe begynnyng of
their bar- (7) gane In to wittnesse of þe whilk thyng to þe
partes of theis inden- ¹¹⁵(8) {tu}res either to oþer Thom^as &
John wi^thin written hase sett their seales . þe date (9) att
derlyngton after þe anunciacion of our lady þe yere of our
lord M^l CCCC^{mo} lxix

¹¹⁵ Folio 200r begins.

Durham University Library: Durham Dean and Chapter Muniments, 4.10.SPEC.25.

Draft of an indenture : lease by Thomas Bew- [sic] of his property in Mykyl Burdon to John Perkyn of Haghton. In the same jand as 4.10. Spec.22, but not the same text. Copy in Cartulary IV, ff. 191v-192r (dated at Darlington, feast of St Martin in Winter 1470); another on f. 200r. (LALME I: 80 and 190)

Membrane, 8.8 x 21.4 cm. Brown ink.

Six slits through the membrane but tag and seal missing. On the right-hand margin a cord goes through a small hole.

(1) This indenture made be twex Thom^as Bew¹¹⁶ off mykyl Burdon off y^e tone party & John perkyn [of haghton] on y^e todyr (2) party wytneſ ya^t y^e sayde Thom^as Bew hase lattyn to fferme to y^e sayd John perkyn [& his assigners] his place in y^e sayde (3) Burdon & vj oxgange of lande w^{ith} all y^e pertynence ya^t longes yar to ffor y^e terme off ix 3ere next folowyng (4) after y^e daytt off yis present wrytyn excepte one garth callyde Surtes garth qwylke sall remayne fyre

¹¹⁶ The surname appears in this way, with a big blank space between *Bew* and *off*. Probably it refers to Thomas Bewluffe, whose name also appears in other documents (See *Index of Persons*), but for unknown reasons the scribe left the surname unfinished. In all the occurrences of the surname in this document, a space for four or five letters has been left after it.

3ere (5) in y^e handes off Thom^as Bew & y^e todir fowre 3erre
in y^e handes off John per^kyⁿ & also y^er sall no catell (6) bot
horse com wⁱth in y^e Orcharde fro y^e reiverre done efter ons
warnynge vndir y^e payne off xl d als ofte (7) as y^ai er fune
y^er throught y^e defaute off y^e sayd John per^kyⁿ or his
assignowrs . Also y^ai er agreyde & [y^e] forsayd (8) thom^as
fully cont^ent for y^e sayde terme off ix 3ere off all his ferme
at begynnyng off yar Bargan in to (9) y^e witnes off y^e qwylke
thyng to y^e pa^rtis off yese indenturs ay^er to oyer Thom^as &
John with in Wⁱrⁱtyn (10) hase sett to yair seylys .

Durham University Library: Durham Dean and Chapter
Muniments, Cartulary IV, f. 200r.

Copy (standardised) of 4.10.Spec.25, q.v. Durham."(LALME
I: 80 and 191)

Medieval foliation : f. 196r.

(1) Thys indenture made betwix Thom^as Bewluf of mykill
Burdon of the (2) tone partye & John perkyn of haghton on þe
tother party wittness þat þe sayd (3) Thom^as Beulufe hase
lettyn to ferm to þe said John perkyn & his assignes (4) his
place in þe said burdon & vj oxgang of land with all þe
pertinence þat (5) longes þer to for þe terme off ix yere next
folowyng after þe date of this (6) present writing . except
one garth callid surteis garth whill shall re- (7) mane v yere
in þe handes of Thom^as Beulufe . & þe tother iiij yeris in þe
(8) handes of John perkyn . And allso þer shal no catell bod
horse com within the (9) orcharde fro þe reiver down after
ones warnyng vnder þe payn of - xld (10) als oft as thei ar
fun their throgth þe defaut of þe said John perkyn or (11) his
assignes . Also þei ar agreid & þe forsaid Thom^as fully
content for the (12) said terme of ix yere of all his fferm
att begynnyng of þer bargane Into (13) þe wittness of þe

whilk thyng to be partis of these indentures eper to oper
(14) Thom^as & John within written hase sett to their seales

Durham University Library: Durham Dean and Chapter
Muniments, 3.10.SPEC.45a.

Indenture (45.a) and copy in the same hand (45.c) ,
written at Darlington, Feast of St Martin in Winter
1470: Thomas Bewluffe of Mekyll Burdon (Great Burdon,
2m NE of Darlington) leases property in the same to Jon
Perkin of Haghton (Haughton-le-Skerne, 1 1/2 m NE of
Darlington). (LALME I: 79 and 189)

Membrane, 15 x 20 cm. Brown ink.

Indented at the top and foot folded. One slit through both
layers from which a membrane tag hangs. A defaced round
red wax signet is attached to it, 1.1 cm.

(1) Thys Indentur mayd betwix Thom^as Bewluffe of mekyll
Burdon of ye ton party (2) and Jon Perkyn of haghton on ye
toyer party berys witnese ya^t ye sayd thom^as bewluffe (3)
has latyn to farme to ye sayd Jon perkyn and hirs assenors
hirs place in ye sayd bur (4) don And vj oxgang of lande with
all ye pertenance ya^t langes yer to for ye terme of (5) on and
twety 3er next foloyng aftyr ye daytte of yis present writyng
And yf so (6) be ya^t ye sam thom^as dissis or oght com at hym
yan hirs wyfe hirs arys nor non of (7) hirs kyn nor of hirs
wyffys sall entermet nor mell of ye sam plase in burdon ne
(8) of ye vj oxgang of lande with ye pertenance duryng ye

sam terme And also if so (9) be y^e sam Jon dissys with in y^e sam terme yan y^e wyffe y^e executors of sam Jon (10) perkyn sall occupy y^e sam place and vj oxgang of lande with all y^e pertenance pese (11) abyly and in ryst duryng y^e sam terme be for sayd And also y^e sam th^om^as and (12) Jon ar agreyd at y^e sall no catell bot horse com with in y^e orchard fro y^e rewer (13) done eftyr ous warnyng vndir y^e payn of xl d als oft os yai er fon y^er thurght (14) y^e defawt of y^e sayd Jon perkyn or hirs assignowrs Also y^e sam Jon perkyn byndys (15) h^ym selfe yf so be at y^e place take ony hurt thurght h^ym or ony of hirs assignowrs (16) y^e sayd Jon sall amend it at y^e end of hirs terme Also y^e sayd Jon sall lefe y^e (17) place tenand mette at y^e end of hirs terme qwen he lefis it Also yai er (18) agreyd and y^e for sayd th^om^as fully content for y^e sayd terme of on and twenty 3er (19) of all hirs farme at y^e begynyng of y^er bargan Into witnes of y^e qwyll thyng (20) to y^e partys of y^es indenturse ay^er to oyer th^om^as and Jon with in wretyn hase set (21) to y^er seyllys y^es to witnes Syr William Patrikson Syr th^om^as Wryght (22) paresch prystes of darlyngton And William Spenser glower of y^e sam town (23) Wretyng in darlyngton in y^e fest of saynt Martyn in wyntyr in y^e 3er of owr (24) lord M^l CCCC lxx

Durham University Library: Durham Dean and Chapter
Muniments, 3.10.SPEC.45c.

Indenture (45.a) and copy in the same hand (45.c) ,
written at Darlington, Feast of St Martin in Winter
1470: Thomas Bewluffe of Mekyll Burdon (Great Burdon,
2m NE of Darlington) leases property in the same to Jon
Perkin of Haghton (Haughton-le-Skerne, 1 1/2 m NE of
Darlington). (LALME I: 79 and 189)

Membrane, 13.5 x 20.6 cm. Brown ink.

Membrane damaged and glued to a sheet of paper for its
preservation.

(1) Thys jndentur mayd betwyx Thom^as bewluffe of mekyll
burdon of ye tone party And Jon perkyn of (2) Haghton on ye
toyer party berys wytnese y^at ye sayd Thom^as bewlufe has
latyn to farme to ye sayd (3) Jon perkyn And hirs assenors
hirs place in ye sayd burdone And vj oxgang of lande with all
(4) ye pertenance y^at langys y^er to for ye terme of xv¹¹⁷ 3er
next foloyng aftyr ye dat of yⁱs present (5) writyng And yf so
be y^at ye sam thom^as dissys or oght com at hym yan hirs
wyffe hirs (6) arys nor non of hirs kyn nor of hirs wyffys
sall entermet nor mell of ye sam plasse (7) in burdon ne of
ye vj oxgang of lande wyth ye pertenance duryng ye sam

¹¹⁷ The scribe makes a mistake; the number of years should be xxi.

terme And also yf (8) so be y^e sam Jon dissys wyth in y^e sam term yan y^e wyffe y^e executors of y^e sam Jon perkyn (9) sall occupy y^e sam place And y^e vj oxgang of land wyth all y^e pertenance peseabyllly And in (10) ryst duryng y^e sam terme be for sayd And also y^e sam th^om^as and Jon ar agreyd at y^er sall (11) no catell bot horse com wyth in y^e orchard fro y^e rewer done efter ons warnyg vndyr y^e (12) payne of xl d als oft os yai er fon y^e thurght y^e defawt of y^e sayd Jon perkyn or hirs (13) assignowes Also y^e sam Jon perkyn byndys hym selfe yf so be at y^e place take ony hurt (14) thurght hym or ony of hirs assignowes y^e sayd Jon sall amend it at y^e end of hirs terme Also (15) y^e sayd Jon sall lefe y^e place tenand mette at y^e end of hirs terme qwen he lefis it Also yai (16) er agreyd and y^e for sayd th^om^as fully content for y^e sayd terme of y^e xxj 3er of all hirs (17) farme at y^e begynyng of y^er bargan In to witnes of y^e qwyll thyng to y^e partys of y^es (18) indenturse ay^er to oyer th^om^as And Jon wyth in wretyn hase set to y^e seyllys y^es to wytnes (19) Syr William patrikson Syr th^om^as wryght <par>esch¹¹⁸ prystys of darlyngton and william (20) Spenser glower of y^e sam town wretyng in darlington in y^e fest of saynt Martyn (21) in wynter in y^e 3er of owr lorde Mⁱ CCCC lxx

¹¹⁸ Damaged text. Being this text one of the parts of an indenture and having the other part at our disposal, we can certainly state *par* is the missed part.

Durham University Library: Durham Dean and Chapter
Muniments, 3.10.45b.

Copy of the text in 3.10.Spec.45.a, by a second hand.
(LALME I: 79 and 189)

Membrane, 7.3 x 44.5 cm. Brown ink.

(1) Thys Indentur mayd be twyx Thom^as Bewluff off mekyll
Burdon off y^e tone party And John perkyn off haghton off y^e
toyer party berys wytness att y^e sayd thom^as Bewluff hase
lattyn to ferme to y^e sayd John (2) Perkyn and hys assenors
hys place in y^e sayd Burdon and vj oxgang off land w^{ith} all y^e
pertenance y^at langes y^er to for y^e terme off one & twenty
3ere nextt foloyng after y^e dayte off yⁱs presentt wrytyng
and yff (3) so be att y^e same Thom^as disses or owhtt cum
att hym yan hys wyfe hys arys nor none off hys kyn nor off
hys wyffes sall entermete nor mell off y^e same place in
Burdon ne off y^e vj oxgang off land w^{ith} y^e perte (4) nance
duryng y^e same terme And also yff so bee y^e same John
dysses w^{ith} in y^e same terme yan y^e wyffe y^e executors of
same John perkyn sal occupy y^e same place & sex oxgang of
land w^{ith} all y^e pertenance peseabyly & in ryst (5) duryng y^e
same terme be fore sayd & also y^e same thom^as & John er
agreyd att y^er sal no catell bott horse come w^{ith} in y^e

orchard fro y^e reuer^e downe efter ons warnyng vnder y^e payne
off xl^d as ofte as yai er fun yer (6) thurght y^e defaultt off y^e
sayd John per^ukyn or hys assygnors Also y^e same John perkyn
byndys hym selfe yff so be att y^e place take ony hurtt thurgh
hym or any off hys assygnors y^e sayd John sall amendytt att
y^e (7) end off hys terme Also y^e sayd John sal lefe y^e place
tenand mete att y^e end off hys terme when he lefys itt Also
yai er agreyd & y^e forsayd thomas fully content for y^e sayd
terme of one & twenty 3ere off all hys (8) farme att y^e
begynnyng off y^er^e bergan In to wytnesse off y^e whylk thyng
to y^e par^utyss off yⁱs indenturse ay^er to oyer^e thom^as & John
with^h in wrytyn hase sett to y^er^e selys y^es to wytness Sir
Wylli^am patrikson Sir thom^as Wryght (9) paresche prestys
off derlyngton and wylli^am Spensar glower off y^e same
toun wrytyn in darlyngton in y^e fest off sant Martyn in
wynter In y^e 3ere off owre lorde Mⁱ CCCC lxx

Durham University Library: Durham Dean and Chapter
Muniments, Cartulary IV, ff. 191v-192r.

Copy (standardised) of 4.10.Spec.25, *q.v.* (LALME I: 80
and 191)

This is not a copy of 4.10.Spec.25, as the *LALME* states, but
of 3.10.Spec.45a.

Medieval foliation: ff. 187v-188r.

(1) Thys indenture made betwix Thom^as beulufe of
mykleburdon of p^at one (2) partye & John perkyn of haghton
of p^at oper partye berith wittness p^at p^e sayd (3) Thom^as
beulufe hath lettyn to ferme to the said John perkyn & his
assignes (4) hys place in the said burdon & vj oxgang of
alland with all the pertinence that (5)¹¹⁹ belongith per to
for p^e terme of one & twenty yere next folowyng after the
(6) date of thys present wrytyng And if so be p^at p^e same
Thom^as disseice or (7) oght come att hym . then hys wife his
heires nor none of hys kyn nor (8) none of hys wifes shall
entremytt nor medle of the same place in Bur- (9) don ne of
p^e vj oxganges of land with the pertinence duryng p^e same
terme (10) And allso [iv] if so be the same discese within p^e

¹¹⁹ Folio 192r begins.

same terme . then the wife þe (11) executours of the same
John perkyn shal occupie þe same place & vj oxgange of (12)
lande with all þe pertinence peasably & in rest duryng þe
same terme before said (13) And also the same Thom^as &
John ar agreid þat shall no catall bod horse (14) come within
the orchard fro þe ryuer down after ones warnyng vnder (15)
þe payn of xl d als oft os thei ar found their throgth default of
the said (16) John perkyn or hys assignes Also the same John
perkyn byndith hym self (17) if so be þat the place take any
hurt throgth hym or any of his assignes (18) þe said John
shall amend itt at þe end of hys terme when he leuith itt¹²⁰
(19) Also thei ar agreid & þe foresaid Thom^as fully content
for the said of one (20) & twenty yere of all his ferme att
the begynnyng of their bargayn (21) In to witnesse of the
which thyng to the parties of theise indenturs (22) aþer to
oþer Thom^as & John withinwritten hath sett to their seales
theise to (23) witnesse Sir William Patrikson Sir Thom^as
wright parish preistes of Der- (24) lyngton & William
Spenser Glouer of þe same town . Wryttyn in Der- (25)
lyngton in þe feste of seynt martyn in wynter in þe yere of
our lord M^l CCCC lxx §

¹²⁰ The scribe skips some words from the original now.

Durham County Record Office: D/Gr 300.

Indenture sealed 21 July 12 Edward IV, between (i) John Trolhope, esq., and (ii) John Sayer, esq., [of Worsall]: marriage articles of John, s. and h. of (i), and Katerin, d. of (ii). (Trolhope of Thornlawe, i.e. Thornley 6 m SE of Durham.) Language near-standard. (LALME I: 78 and 189)

Membrane, 14.1 x 27.5 cm. Black ink.

Indented at the top and foot folded with two slits through both layers for a membrane tag. Signet missing.

Initial *T* larger.

(1) This indentur made bituix John Trolhope theldere¹²¹ Esquier on that oon party and John Sayer Esquier on that othre party witnesseth þat it is (2) agreed and fully accorded that John . son and heir aparant of the said John Trolhope shall by the grace of god take to wif and wed (3) katerin doughtre of the said John Saier . the mariage to be made and solempnised . on the morn aftre the feste of our lady thassumpcion¹²² (4) next comyng after the date herof . the same John Sayer to make the costes of the said mariage . For the which mariage the (5) said John Saier shal pay to the said John Trolhope theldre . C . marc . in the fourme

¹²¹ *the eldere* has become one word in the scribe's hands .

¹²² i.e. *the Assumpcion*

folowing . that is to say . at the day (6) of mariage . xxx . li .
 And at the feste of the purificacion of our lady than next
 folowing . xvij . li . vj . s . viij. d And at the (7) feste of our
 lady thassumpcion¹²³ than next folowing . xvij . li. vj. s. viij
 . d . according to . two obligacions therupon made (8) For the
 which money so duely paied and had : the said John Trolhope
 thelder shal yeue [and therof make a sure astate] to the
 said John his son and Katerin (9) his wif . landes and
 tenementes [in Mordon] to the verrey yerly value of. x . marc
 . ouer all charges and Reprises . to haue & to [hold to] thaym
 and (10) thaires¹²⁴ of thair two bodies laufully comyng . for
 euermore . And the said John Trolhope thelder shal not alien
 eny landes or (11) tenementes that now er comen or shal
 come to hym by the discesse of eny of his auncestres . And
 if it hapen the said John (12) the son and his wif to die
 without issue of thair bodies laufully comyng . the said
 landes & tenementes to thaim so yeuen (13) shal holy
 Remayn to the said John Trolhope thelder and to his heires
 for euermore And if it hapen the wif of the said John (14)
 the yong to die afore eny of the dayes of payment afore said .
 that than all the money and paymentes than vnpaied shall
 (15) Remayn vnpaied for euer . and thobligacions¹²⁵ made in
 that bihalf to be voide and of no strength : in the lawe : And

¹²³ Cf.previous note.

¹²⁴ *the haies* in one word.

¹²⁵ *the obligacions* in one word.

to thintent¹²⁶ that (16) all thies couen^antes and condicions
aforsaid. on eithre part be duly obserued & kept . the said
partes byndes thaim eidre to othre . by thies (17)
entrechaunges jndenturs in the sum of . C . li . In witnesse
wherof the said parties haue entrechaungeable set thair
seels (18) the xxj day of July the . xij . yer of the regne of
king Edward the iiij^{te}. after the conquest of England

¹²⁶ *the intent* in one word.

Durham University Library: Durham Dean and Chapter
Muniments, 4.11.SPEC.40a.

Part and counterpart of an indenture made at Hertrepoll (Hartlepool), 27 June 1479: Thomas Claxton of Hertrepole, esq., grants to Richard Catlyngson of Fyschbourne, gent., a cottage in the town of Aykele. (Fishburn, 9 m SE of Durham; Aycliffe, 5 1/2m N of Darlington.) (LALME I: 80 and 190)¹²⁷

Membrane, 7.5 x 28 cm. Brown ink.

Indented at the top and foot folded with two slits through both layers for a membrane tag. Attached to it an oblong red wax signet, 1.5 x 1.7 cm. A stag running.

(1) This indentur mayd the xxvij Day of þ^e moneth of Juyne þ^e 3^eire of oure lord god M^l CCCC Lxx ix Betwix Thomas Claxton of hertrepole Esquier (2) of the toyne party . And Richard Catlyngson of Fyschburne gentylman of þ^e tothir party Testefieng and witness beryng that þ^e sayd Thomas Claxton (3) has geuyn and grawntid to þ^e sayd Richard Catlyngson and to his Asyners . A cotege as it contenys in lenth and breyd wⁱth in þ^e towne of Aykele bowndyng (4) on Skeyrne . To haue and to hald þ^e forsayd cotege wⁱth all þ^e

¹²⁷ This description is for both 4.11.Spec.40a and 4.11.Spec.40b since the LALME makes reference to both as 4.11.Spec.40.

pertynens to þ^e said Richard and to his asiners vn to þ^e tym
and teyrme . That þ^e said Thomas pay (5) or make to be payde
to þ^e said Richard or to his certayn attorney apon a Day xl s
sterlyng gud and lawfull money of yngland . in lyke wise as
þ^e said Thomas (6) resauit it of hym . Also þ^e said Thomas
muste maike gud the ferme of þ^e sayd cotege zerly x . s .
Duryng the tym it is in þ^e handes of þ^e said Richard or his
(7) asiners Also qwat tym þ^e said Thomas or his certayne
attorney pays or make to be payd to þ^e said Richard or to his
attorney þ^e forsayd . xl s . in þ^e forme afoir (8) sayd . Than
it shall be lefull to þ^e sayd Thomas to his ayers and to his
asiners to haue and to hald þ^e forsayd cotege with all þ^e
pertinens euerlastyngly withowtyn (9) ony jmpediment of þ^e
said Richard or his asiners In witnes heyre of ayther parti to
othir has sett ther seylles . yevin at hertrepoll the Day (10)
and the zeyre afoyr sayd

Durham University Library: Durham Dean and Chapter
Muniments, 4.11.SPEC.40b.

Part and counterpart of an indenture made at Hertrepoll (Hartlepool), 27 June 1479: Thomas Claxton of Hertrepole, esq., grants to Richard Catlyngson of Fyschbourne, gent., a cottage in the town of Aykele. (Fishburn, 9 m SE of Durham; Aycliffe, 5 1/2m N of Darlington.) (LALME I: 80 and 190)

Membrane, 7.7 x 27.7 cm. Brown ink.

Indented at the top and foot folded with two slits through both layers for a membrane tag. Broken red wax signet.

Ruling is clearly perceived.

(1) Thys indentur Mayd the xxvij Day of the Moneth of Joyne the 3eyre of oure lord god M^l CCCC Lxx ix . Be twyxe Thomas Claxton of (2) hertrepole Esquier of toyne party . And Richard Catlyngson of Fyschburne gentylman of the tothir party . Testefieng and witnes beryng that the (3) sayd Thomas Claxton has geuyne and grawntid to þ^e sayd Richard Catlyngson and to his asyners a cotege as it contenys in lenth and breyde (4) wi^thiⁿ þ^e towne of Aykele . bowndyng on skeyrne . To haue and to hald the forsaid cotege wi^th all þ^e pertinens to þ^e sayd Richard & to his asyners vn to þ^e tym (5) and teyrme . That þ^e sayd Thomas pay or make to be payd

to þe sayd Richard or to his certayne attorney apon a Day xl
s sterlyng gud & lawfull money of (6) yngland . in like wyse
as þe sayd Thomas resauyd it of hym Also þe sayd Thomas
muste maike gud the ferme of þe sayd cotage 3erly x s .
Duryng þe tym it is in (7) þe handes of þe sayd Richard or
hys asyners Also qwat tym þe sayd Thomas or his certayn
attorney pay or make to be payd to þe sayd Richard or to his
attorney (8) þe for said xl s . in the forme afoyre sayd . Than
it shall be lefull to þe sayd Thomas to his ayers and to his
asyners to haue and to hald þe forsayd cotege with (9) all þe
pertinens euerlastyngly with owtyn ony jmpedymnt of þe
sayd Richard or his asyners In witnes heyre of ayther party
to othyr has sett thai (10) seyles yeuyn at hertrepoll þe Day
and þe 3eyre afoyr sayd

Durham University Library: Durham Dean and Chapter
Muniments, 3.10.SPEC.44.

Indenture given at Durham, 2 Nov 1480: lease of property in Mykle Burdon by Thomas Bewlufe of Mykle Burdon (Great Burdon by Darlington) and Thomas his s. and h. , to the prior of Durham. Language near-standard. Copy in Cartulary IV, f. 191v. (LALME I: 79 and 190)

Membrane, 12.2 x 30.4 cm. Brown ink.

Indented at the top and foot folded with one slit through both layers on the left-hand side and another one through both layers on the right-hand side for two membrane tags respectively. Round red wax signets. Left-hand side signet, 1.3 cm. Capital *B*.

Right-hand side signet, 1.3 cm, trefoil.

(1) This indentur made betwix Thomas . Bewluffe of mykle Burdon . & Thomas his son & heir of that one partie . And þe Reuerent fadre in (2) god Robert Priour of Duresme of that othre partie witnesseth at þe said Thomas & Thomas hath . grauntid & lettyn to ferme to þe said (3) Priour one mesuage and vj oxgang of land with appurtenance in mykle Burdon afforsaid late in þe haldyng of John Perkyn To haue & hald (4) þe said mesuage & land with appurtenance to þe forsaid Priour his successours & their assignes . fro þe feste of

seynt Martyn in wyntre next (5) comyng aftir þe date of this
indentur . vn to þe terme & ende of . xv yere þan next
folowyng . for þe which terme graunte & lesse to be had (6)
duryng þe said yeris in maner & forme afforsaid the forsaid
Thomas & Thomas for þeim their heirs & executours .
knowlegges þeim intirly (7) contente & payd except . iiij
marc The which . iiij m^arc the forsaid Priour or his
successours shall pay or make to be payd to þe (8) forsaid
Thomas or Thomas their heirs or assignes in þe four last
yeris of þe forsaid terme . that is to say euery yere of þe
said iiij last (9) yeris one marc at þe festes of witsonday &
seint Martyn in wyntre be eyn portions And þe forsaid
priour & his successours shall (10) repare & sustene þe
forsaid mesuage duryng þe forsaid terme And it in þe end of
þe said terme ten^ant mete shall lefe Al so þe said Priour
(11) grauntith for hym & his successours & their assignes
that þer shall no catell except horsses com within þe
Orchard from þe Ryuer (12) down . duryng þe forsaid terme
And þe forsaid Thomas & Thomas & their heirs . þe forsaid
mesuage & land . with appurten^ance to (13) þe forsaid Priour
& his successours & their assignes duryng þe forsaid terme
in maner & forme affor writin ayenst all people (14) shall
warant & defend . In witnesse her of the forsaid parties . to
thies indenturs entrechangeably hath sett their (15)
seales . Yeuin at Duresme the second day of Nouembre the
yere of our lorde god Mⁱ CCCC lxxx .

Durham University Library: Durham Dean and Chapter
Muniments, Cartulary IV, f. 191v.

Copy of 3.10.Spec.44, q.v. (LALME I: 80 and 191)

Medieval foliation: f. 187v.

(1) Thys indenture made betwix Thomas Beuloue of
mykleburdon & Thomas (2) hys son & heir of pat one partye
& the reuerent fadre in god Robert priour of (3) duresme of
pat othre partye witnessith pat the said Thomas & Thomas
hath (4) graunted & lettyn to ferme to the said priour one
mesuage & vj oxgang of (5) land with thappurten^aunce in
mykleburdon aforsaid late in pe haldyng (6) of John perkyn to
haue & hold the forsaid mesuage & land with thappurten^ance
to the (7) foresaid priour hys successours & their assigns
fro the feste of seynt martyne (8) in wyntre next comyng
after the date of thys indenture vnto pe terme (9) & end of
xv yere then next folowyng for the which terme graunt &
(10) lesse to be had duryng the said yeris in maner & forme
aforesaid the (11) foresaid Thomas & Thomas for theym
their heires & executours knowlegges (12) theym intierly
content & paid except iiij marc The which . iiij marc (13)
the forsaid priour or his successours shall pay or make to be
payd to pe forsaid (14) Thomas or Thomas their heires or

assignes in the iiij last yeris of the fore- (15) said terme
p^at is to say . euery yere of the said iiij last yere . one marc
att (16) the festes of witsonday & seint martyn in wyntre by
euyn porcions (17) And the foresaid p^riour & his successours
shall repare & susteyne the forsayd (18) mesuage duryng the
foresaid terme & itt in the end of p^e said terme (19) ten^aunt
mete shall leue Allso p^e said p^riour gr^auntith for hym & hys
succes- (20) sours & their assignes p^at there shall no
catall except horses com wⁱthⁱn (21) the orchard frome the
Ryuer down duryng the foresaid terme And the (22) foresaid
Thom^as & Thom^as & their heires the foresaid mesuage &
land (23) wⁱth appurten^ance to the foresaid P^riour & his
successours & their assignes duryng (24) the foresaid terme
in maner & forme afore written ayenst all people (25) shall
warand & defend In wittness here of the foresaid p^arties to
thies inden- (26) turs entrechangably hath sett their seales .
Yeuyⁿ att Duresme the se- (27) cund day of Nouembre p^e
yere of our lord godd Mⁱ CCCC lxxx .

Durham University Library: Durham Dean and Chapter
Muniments, Misc. Ch. 5811.

Indenture made 6 July 22 Edward IV: agreement between Robert Claxton, kt., and Raffe Claxton (his cousin), for the occupation of the manor and town of Fyschbowrn. Guarantors, Wylhiam Claxton of Howlome, Raffe Claxton, and Robert Barton of Carsop. (Fishburn 9 m SE of Durham.) NME, somewhat eccentric. (LALME I: 85-6 and 191)

Membrane, 14 x 36.4 cm. Brown ink.

Indented at the top. Three tongues running from the right-hand side leftwards at the bottom of the document; only the lowest one is complete, the one in the middle is missing and the third one is broken. The first one and the third one still have round red wax signets attached. The one in the highest tongue is 1.2 cm., "a wolf (?)", in front of it a three-stemmed plant.

Used by Ralf Claxton, 'hys cossyng'."¹²⁸

The one in the lowest tongue is 1.3 cm, "a wolf's head above it *r b*. Used by Robert Claxton knight."¹²⁹

¹²⁸ Greenwell & Blair, 1911-1921, vol. I: 72. Entry no. 613.

¹²⁹ Greenwell & Blair, 1911-1921, vol. I: 72. Entry no. 613.

(1) Thys indentur mayde y^e sexte day off JI¹³⁰ July be twyx Syr Robert Claxton knyght off y^e to party and Raffe Claxton hys cossyng off y^e toyer party (2) beyrs wetnes y^at y^e forsayd Syr robert and raffe is ffull a greyd & cordyte y^at y^e forsayd Raffe and hys assynowrs schall haue and ocopy (3) y^e maner and y^e town of [Fyss] Fyschbowrn wⁱth all y^e holl lordschype y^e qwyk lordschyp y^e forsayd Syr robert has gyffyn be hys dyde of (4) gyfte onde hys sylle wn to y^e forsayd Raffe and hys harys maylle And y^e forsayd Syr robert & raffe is acordyte y^at y^e forsayd raffe (5) or hys assynowrs schall pay 3erly a rent charge off x marke at two torn¹³¹ termys y^at is to say at martyng messe and qwytsnonnday¹³² (6) Wn to y^e forsayd Syr robert or hys assynowrs duryng y^e teyrme off hys lyffe And yff it hapynge y^at y^e forsayd Syr robert be on payd at ony (7) teyrme be forsayd or wⁱth in y^e space off xl^{te} days efter odyr teyrme thayn it schall be lefull to y^e forsayd syr robert or hys assynowrs (8) to dystreyn off y^e maner & town of fyschbowrn qwyll y^e forsayd raffe or hys assynowrs pay wn to y^e forsayd Syr robert hys rent charge (9) of x marke by 3er And Wyliam Claxton of howlome & raffe claxton and robert barton off carsop thyre iij Byndys yam iontly wn to y^e (10) forsayd Syr robert y^at y^e condecione off [yⁱs] in dentur

¹³⁰ Probably a mistake the scribe did not cross out.

¹³¹ Cf. previous footnote .

¹³² The scribe confused the number of minims and wrote *qwytsnonnday* instead of *qwytsnonnday* .

sall be trowly kepyde & fulfyllyd Duryng y^e lyffe off y^e
forsayd Syr robert k<nyght> Thys (11) indentur mayde y^e xxij
3er of reyn of kyng Edward y^e forte

Durham University Library: Durham Dean and Chapter
Muniments, 2.1.Finc.64.

Indenture given at Fynkhal (Finchale, nr. Durham): lease of a messuage and its lands in the town and field of Cokyn (Cocken) by Sir George Lumley, kt., to the prior of Finchale. 22 Oct 1483. NME, somewhat standardised. (LALME I: 79 and 189)

Membrane, 18 x 31 cm. Brown ink.

Indented at the top. Round red wax signet attached to the face of the document at the bottom, left-hand side; 1.5 cm.

Part of the signet broken. Capital letters *J W*.

This document is signed by one of the parties:

George Lumley

knyght

(1) Thys indentur mayd be twyx Sir george lumley knyth of that one party And Robert Werdall prior of fynkhal of that othre party (2) wytnesseth at ye sayd Sir george lumley hath grantyd and lettyn to ferme to ye sayd prior on messuage with all ye landes (3) medowys and pastures wyth all appurtenance in ye towne and fyld of cokyn to have an hald ye sayd messuage landes (4) medowys and pastures wyth all appurtenance to ye forsayd prior hys successowrres and ther assiignes fro ye feste of sancte (5) martyn in wyntyre ye 3er

of owr lorde godde M^l CCCC . lxxxiiij vn to y^e terme and ende
of ix¹³³ yere yan nex (6) folowyng for y^e whilke terme
grant<y> and lesse to be had Duryng y^e sayd yerres in
maner and forme afforsayd y^e (7) sayd Sir . george for hym
hys heyres and executoures knowlegyse hym clery contente
and payd [excepte v pwnde y^e (8) whylk v pownde y^e forsayd
prior or hys successowres sall pay or mak to be payd to y^e
for sayd Sir George hys (9) aeyres or hys assiugnes in y^e
thre laste yerres of y^e sayd terme that is to say euery yere of
y^e sayd ix (10) laste yerres at y^e festes of wytsonday and
sancte martyn in wyntyr be euyn porcions] and y^e sayd Sir
george sall (11) repare or make to be reparit to y^e sayd prior
y^e forsayd messuage that is to say on seyt howse of v¹³⁴
(12) rowmys on berne of v¹³⁵ rowmys and that reparacion
mayd sufficiently then y^e forsayd prior or hys (13)
successours or assignes sall repare and vpphald y^e sayd
seythowse and berne and thene in y^e ende of sayd terme (14)
tenendmeytte sall leyffe and y^e forsayd Sir george and hys
aeyres y^e for sayd messuage landes medowys and pastures
(15) wyth all appurtenance to y^e forsayd prior hys
successours and theyr assignes [du] Duryng y^e for sayd
terme (16) in maner and forme a for wrytyn a gayns all pepyl
sall warand and defende in witness heyr of y^e for sayd (17)

133 A large space where the number is, as if the scribe had not known from the very beginning the number of years and had left a big space to fill it later.

134 Cf. previous note.

135 Cf. previous note.

partyes to theys indentures entreghangeably has sett thyre
sealles yewyn at fynkhal the xxij day of (18) [Oto] October
ye yer of owr lord god . M^l . CCCC . lxxxiiij

George Lumley
knyght

Durham University Library: Durham Dean and Chapter
Muniments, 1.4.SPEC.87.

Indenture, 14 Aug 1486: receipt from Janet Kent, the wife of Richard Kent, and Thomas Kent, of Northcowton (N Cowton, 8 m NW of Northallerton), to Dan Jon Swan, 'Terrere' of Durham, for 20/- in part payment for a place in Wolueston 'calde Kenthirne' (Wolviston, 4 1/2 m N of Stockton.) (LALME I: 79 and 190)

Membrane, 8.3 x 28 cm. Brown ink.

Indented at the top and foot folded with two slits through both layers for each membrane tag. The red wax signet on the left-hand side is oval and measures 1.3 x 0.9 cm. Capital *R* with a crown above it.

The red wax signet on the right-hand side is round, 1.6 cm. diameter. Almost half signet is missing. Signs of cross-shaped symbol against a dotted background surrounded by a plain circle and another dotted circle.

(1) This indentour made the xiiijth day of August the yhere of our lord a thowsand foure hundreth foure score and sex witnes that (2) Janet Kent the wyff of Richard Kent and Thomas Kent of Northcowton in the county of york husbondman iontly to gedir has (3) resayuyd of Dan Jon Swan Terror of Duresme xx s in part of payment of xx^{ti} m^{arc} that

is forto say for a place (4) in Wolueston calde Kenthirne
Apon this condicion that if the said Janet and Thomas Kent
hase full power to sell the (5) said place And els the said
Terrer to hafe his mony agayn In witnes here of athir party
thair seallys has putto gyffen (6) the day and yhere a fore
said

Durham University Library: EDEN PAPERS, Bundle 54, Item 4.

Eden Papers, bundle 54, items 4 and 5. The two halves of a bipartite indenture given at West Auckland, 28 Oct 5 Henry VII, between (i) Robert Dalton of Westauklunde, 'esquyere ', and (ii) Syr Thomas Badyrsby, Rauffe Dalton ('clarkes') and Christofere Barwik, gent.: enfeoffement to use in Robert's lands, etc. in counties of Durham and Yorks. (LALME I: 87 and 192)

Membrane, 13.5 x 24 cm. Brown ink.

Indented at the top and foot folded with a slit through both layers for a membrane tag with an appended round red wax signet, 1.7 cm. Capital *R* and two sprays around it forming a circle.

(1) This Indenture maid be twix Robert dalton of west auklande Esquyer on þat on party & syr Thomas badyrsby Rauffe dalton (2) clarkes and Cristofer Barwik gentelman on that othyr party. Witnesseth þat the said Robert hath gevyne & grante & be his seuerall (3) charters confyrmyde to þe said Thom^as Rauffe & Cristofer all his landes tenementes rentes & seruice wⁱth þare appurtnaunce þat he hath (4) wⁱth in þe cownty of durham & of 3orke To haue & to halde to thame to thare heyres & to þare assynays for euermore to þe

intente (5) at performe & fulfyll his will accordyng to þ^es indenture that is to say The said Thom^as Rauffe & Crystofer shall make to Alece (6) his wyfe for hir feofment & hir thyrde a sure sufficient & a lawfull estate of and jn hall his landes rentes & tenementes that (7) he hath in þ^e said Cownte of 3orke for terme of hir lyfe . except a tenement with the appurtinaunce of xiiij s iiij d farme that he (8) hath in alde malton . of þ^e which he will þat his said feffees make a sure & lawfull astate to þ^e Abbay of gysburgh for euermore (9) yf itt ples þ^e kyng . Item þ^e said Robert will that John dalton . oper ways called John laurence þ^e 3onger to haue of his landes & tenementes (10) 3erly in lawfull money to he be married to his exhibicion iiij marc and efter his mariage þat pament of iiij marc to stand voyde (11) and of no strenth . Item the saide Robert will þat his said feffees sall make to þ^e said John and to his wyfe and to the heyres of (12) þame laufully begyttyn A sure sufficient & a laufull astate of & in his landes & tenementes to þ^e 3erly valowe of vj marces Item þ^e said (13) Robert will þat his said feffees cause on able preste after his descesse for syng for his saul & for þ^e saules of his fathyre & his mothire (14) & for þ^e saull of Syr Thom^as darnton ij or iiij 3ers after þ^e arbiterment of his feoffees & executors And þ^e said salere to be paid (15) of the residewe of þ^e landes & lyuelode aboue said reherssede with in the cownte of durham of þ^e said Robertes And efter þ^e charge (16) borne of þat said preste Than þ^e said feffees shall make a sure sufficient & a laufull

estate of & in þe said Resydewe of landes and (17) lyuelode to þe said John and to his heyres And þe said John shall be bondyne in on obligacyon that yf it forton his mothyre to leue (18) aftyre his fathyre Than aftyre þe tyme that any of þis forsaid lyuelode except his feftment & his wyfes remane to hym. Thane (19) he 3erly jn enduryng his lyfe and his mothyrs lyfe to pay to his said mothyre -xxvj s viij d Item þe said Robert will that it be (20) all way so prouyded fore be his said feffees þat thare be maid a sure sufficient & a lawfull estate of & in all his forsaid landes tenementes (21) & rentes with þar appurtinance immediatly after þe decesse of hym & Alyce his wyfe to þe said John & to his heyres for euermore . In wit (22) nesse of þe which to thes indentures athyre party enterchangeable hath sett to þer seales . Gyffen at westaukland þe xxvii^o day (23) of octobre þe 3ere of kyng herry þe vijth the vth 3ere .

Durham University Library: EDEN PAPERS, Bundle 54, Item 5.

Eden Papers, bundle 54, items 4 and 5. The two halves of a bipartite indenture given at West Auckland, 28 Oct 5 Henry VII, between (i) Robert Dalton of Westauklunde, 'esquyere ', and (ii) Syr Thomas Badyrsby, Rauffe Dalton ('clarkes') and Christofere Barwik, gent.: enfeoffement to use in Robert's lands, etc. in counties of Durham and Yorks. (LALME I: 87 and 192)

Membrane, 14.5 x 22 cm. Brown ink.

Indented at the top and foot folded with one cut through both layers for a membrane tag with a round red wax signet attached, 1.7 cms. Capital *R* and two sprays around it forming a circle; from the same matrix as *Eden Papers, Bundle 54, Item 4* since both are two halves of the same indenture.

(1) This Indenture maid be twix Robert Dalton of Westaukland Esquyer on pat on party And Sir Thomas Badyrsby Rauffe dalton (2) clarkes & Cristofer Berwyke gentilman on that othyre party wittnesseth that pe said Robert hath gevyn & grante & be his (3) seuerall charters confirmed to pe said Thomas Rauffe & Cristofer all his landes tenementes rentes & service with pare appur (4)

tinance þat he hath with in þe cownty of durham & of 3orke
 to haue and halde to þame to þer heys & to þare assynays
 (5) for euermore to þe intende at performe & fulfyll his will
 accordyng to this jndenture That is to say þe said Thomas
 (6) Rauffe & Cristofer shall make to alece his wyfe for hir
 feftment & hir thyrd a sure sufficient & a lawfull estate
 (7) of & in all his landes rentes & tenementes þat he hath in
 þe said cownty of 3orke for terme of hir lyue except a
 tenement (8) with þe appurtinaunce of xij s iiij d ferme þat
 he hath in old malton of þe which he will his saide feffees
 make a sure (9) & lafull estate to þe abbay of gysburgh for
 euer more yf it ples þe kyng Item þe said Robert will John
 Dalton othyrways (10) called John laurence þe 3onger to
 haue of his landes & tenementes 3erly of lawfull money to
 he be maried to his exhibicion (11) marc and efter his
 mariage þat pament of iiij marc to stand void & of no
 strenth . Item þe said Robert will þat his said (12) feffees
 shall mak to þe said John & to his wife and to þe heyres of
 þame lafully begyttyn a sure sufficient & a laful{l} (13)
 astate of & in his landes & tenementes to þe 3erly valowe of
 vj marc Item þe said Robert will þat his said feffees cause
 on (14) able preste after his decesse for to syng for his
 saull & for þe sawles of his fathyr & of his mothire & for þe
 saull of Sir (15) Thomas darnton ij or iij 3eres after þe
 arbitrement of his feffees & executors and þe said selary to
 be paid of the (16) resydew of þe landes and þe lyuelode
 aboue said rehersed with in þe cownty of durham of þe said

Robertes And after the (17) charge born of pa^t said prest
Than pe said feffees shall mak a sure sufficient & lafull
estate of & in pe said (18) residewe of landes & lyuelode to
pe said John & to his heyres And pe said John shall be bonden
in on obliga (19) cion pa^t if yt forton his mothyre to leue
after his fathyre Than after pe tyme pa^t any of this forsaide
lyuelode (20) except his feoftment & his wyffes remane to
hyme pan he 3erly in enduryng his lyfe & his mothyrs (21)
lyfe to pay to his said mothyre -xxvj s viij d Item pe said
will pa^t it be all way so prouyded fore be his said (22)
feffees pa^t pare be maid a sure sufficient & a lafull astate
of & in all his forsaide landes rentes & tenementes with (23)
there appur^tinaunce inmedyatly after pe decesse of hyme &
Alece his wyfe to pe said John & his heyres (24) for
euermore In wittnesse of pe which to pes indentures athyr
party enterchangeable hath setto per seales Gyffen (25) at
Westaukland pe xxvij^o day of octob^r pe 3ere of kyng herry
pe vijth the vth 3ere .,

Durham University Library: Dean and Chapter
Muniments, 2.4.Spec. 24.

Indenture made at Durham: lease of a parcel of ground lying between Shelys milne and Ebyare by he prior and convent of Durham to John Raket of Durham. 10 January 1490.

Membrane, 19.3 x 29 cm. Brown ink.

Indented at the top and foot folded with one slit through both layers for a membrane tag. A round red wax signet appended, 1.5 cm., "a stag bounding past a tree."¹³⁶ The same matrix as 4.9.Spec.33 (dorse).

(1) This indenture made at duresme the xth day of January the yere of oure lord god M^l CCCC lxxxx be twix the Reuerent fadire in god John (2) pryour of the Cathedrall Church of duresme and the Couente of the same on the one partye And John Raket of duresme on the othire partye (3) berith witnesse that the forsaid Reuerent Fadire with consent of his brethern hath gr^auntyd and to ferme lettyn to the said John Raket a (4) parcell of ground lying be twix Shelys milne

¹³⁶ Greenwell & Blair, 1911-1921, vol. I : 251. Entry no. 2055 for John Raket's seals.

and Ebyare contenyng xl yerdys in lenth lying Est and west
and iiij yerdys in breyd (5) aboue the houghe And from that
ground into the ground Eb of the watyr of Tyne To half and to
hold to the forsaid John Raket and his (6) assigns the said
parcell of ground with the appurten^ance from the feste of
whitsondaye next comyng vnto the ende [and] terme of lx
yere (7) then next enseuyng and fully complete payng
therfore yerley to the Burser of duresme for the tyme beyng
- iij s iiij d at two termes (8) in the yere that is to say
martynmasse in wynter and whitsontyd be euyn porcyons
And if hit happyn the forsaid so³me of iij s iiij d (9) to be
behynd in parte in parte¹³⁷ or in all at eny day of paymente
that hit aught to be payd at be halff a yere And no sufficyent
distresse for the payment (10) of the seyde rent within the
forsaid parcell with appurten^ance may be foundyn that then
hit shalbe lefull to the forsaid Reuer^ent Fadre and his (11)
successours the seyde parcell with appurten^ance to reentre
rehaf and possed theys indentures in enythyng
notwithstandyng And the forsaid (12) John Raket and his
assignes shall haf fre isshewe and entre to pas and repas be
a way sufficyaunt assigned be the <seyde> pryour or his (13)
successours for all maner of caryage alswell hors wayn cart
as othere alswell for bying of salt and sellyng as for
Reparacyon mendyng (14) and vpholdyng of all maner of
Beldyng vpon the sayde parcell with the appurten^ance bigid or

¹³⁷ *sic.*

beileyd Also the sayd John Raket and his (15) assignes shall haf fre licence to byg a salt pan or als mony salt pannys vpon the forsaid parcell of ground with the appurten^ance as they (16) shall thynk to them expedyente or behoufull with fre licence to breyk the erd ther to make pottes for the kepyng of salt watyr and (17) co<n>dettys for the same for makynge of salt And the forsaid John Raket and his assignes the seyde parcell of ground with housys for the same (18) pannys or to kepe salt in duryng the seyde terme shall vphold reparell and maynteyn at their awn propre costys and chargys And the forsaid (19) John Raket and his assignes shall haf tymber and stone suffyciaunt duryng the seyde terme within the woddys and quarellys of the said pryor (20) and his successours calld the hauyng be the synement of the forsaid pryor or his officys for beldyng bygynge and vpholdyng of the forsaid (21) houses hegeyng stathys pittes and condettys And hit shalbe lefull to the forsaid John Raket and his assignes at the end of the forsaid (22) terme to take away hold and reiose the forsaid pan or pannys with out interrupcyon or let of the forsaid pryor or his successours [and the forsaid John and his assignes the sayd houses at the end of his terme shall leyff sufficyantly repareld]¹³⁸ In (23) witnesse herof to the one partye of thies indentures remanyng with the forsaid pryor and his successours the

¹³⁸ This fragment is not really interlined, what the scribe interlined was a sort of call - B. + - to these lines that are written at the bottom of the document and immediately after line 25.

seyd John Raket hath set to his (24) seall to other party of
the same remanyng with the forsaid John Raket and his
assignes the seyde pryor and couente hath set to (25) theyr
comon seall the day yere and place abouesaid ,

Durham University Library: Durham Dean and Chapter
Muniments, Cartulary IV, f. 105r.

Copy of an indenture made at Durham, 10 Jan 1490,
between (i) the prior and convent of Durham, and (ii)
John Rakett of Durham. (Original is 2.4. Spec. 24).
(LALME I: 80 and 191)

Medieval foliation: f. 101r.

(1) Thys indenture maid at Duresm þe xth day of Januari þe
yere of our lord god M^l CCCC (2) lxxxx be twix þe reuerent
fader in god John priour of þe Cathedrall church of Duresme
& (3) þe couent of the same on þe one partye & John Rakett
of Duresm on þe othir partye (4) berith wittness þat þe
forsaid reuerent fader with consent of his brethern hath
g{ra}untyd & (5) to ferm lettyn to þe said John Rakett a
parcell of ground lyyng betwix sheles myln & (6) Ebyare
contenyng xl yerdes in lenth lying Est & West & iiij yerdes in
breid aboue þe hoghe (7) & fro þat ground in to þe ground Eb
of þe water of Tyne To haue & to holde to þe forsayde (8)
John Rakett & hys assignes þe said parcell of ground with þe
appurtenance from þe feste of (9) Wittsonday next comyng
vn to þe end & terme of lx yere then next enseywng and (10)
fully complete payng therfore yerely to þe burser of
Duresme for the tyme beyng -iiij s iiij d (11) att two termes

in þe yere þat is to say Martynmasse in wynter & wittsontyde be euyn por- (12) cions And if itt happyn þe forsaide ferm of - iij s iij d to be behynd in parte or in hall at ony (13) day of payment þat itt aght to be payd att þe half a yere & no sufficient distress for the (14) payment of þe said rentt with in the forsaide parcell with þe appurtenance may be founden þat then (15) itt shall be lefull to þe forsaide reuerent fader & his succesours þe said parcell with the appurtenance (16) to reentre rehafe & possede theis indenturs in ony thyng notwithstandyng And þe forsaide John (17) Rakett & his assignes shall haue fre jsshew & entre to pas & repasse be a way sufficient as- (18) signed be þe said priour or his successours for all maner of cariage als well hors . wayn cart (19) as other . als well for byyng of salt & sellyng as for reparacion mendyng & vpholdyng (20) of all maner of beildyng vpon þe said parcell with þe appurtenance bygid or beileid Allso þe said John (21) Rakett & his assignes shall haue fre licence to bygg a salt pan or als meny salt panys (22) vpon þe forsaide parcell of ground with the appurtenance as they shall think to theym expedient (23) or behoueful with fre licence to breke the erde there to make pitts for þe kepyng of salt water (24) & condettes for þe same for makyng of salt And þe forsaide John Rakett & his assignes the (25) said parcell of ground with houses for the same panys or for to kepe salt induryng þe said terme (26) shall vp hold reparell & mayntene att þere awn propre costes & charges And þe forsaide John (27) Rakett & his

assignes shall haue timbre & stone sufficient duryng þe said terme with in þe woddes (28) & quarelles of þe said priour & his successours callid þe hauyng be þe signement of þe forsaid priour (29) or his officers for beildyng byggyng & vpholdyng of þe forsaid houses hegeyng stathes pitts (30) & condettes And itt shallbe lefull to þe said John Rakett & his assignes att þe end of þe forsaid (31) terme to take away . hold & reiose þe forsaid pan or panys with out interrupcion or lett of the (32) forsaid priour or his successours And þe forsaid John & his assignes þe said houses att þe end of his (33) terme shall leue sufficiently repareld In wittnes her of to þe one partye of theis indentures (34) remanyng with þe forsaid priour & his successours þe said John Rakett hath set to his seale . to the (35) oþer partye of þe same remanyng with þe forsaid John Rakett & his assignes þe said priour & couent (36) hath sett to þeir comon seal þe day yere & place aboue saide §

Durham University Library: Durham Dean and Chapter
Muniments, Cart. IV, f. 247r.

Condition of obligation (copy), 3 July 6 Henry VII.
(LALME I: 81 and 191)

Medieval foliation, f. 243r.

Initial *T* slightly flourished.

The date of the document appears in the previous Latin document (ff. 246v-247r) in the same *Cartulary IV* concerning the same matter:

(1) Nouerint uniuersi per presentes nos Johem Walker de Mydrige in Comitatu Dunelm^o (2) husbondman & Johem brownyng de br^auncepath in eodem Comitatu yoincter teneri & fir- (3)¹³⁹ miter obligari Johanni priori dunelm^o in xx^{ti} libris legalis monete Anglie soluendis eidem priori (4) {e}t successoribus suis aut suo certo attornato ad festum sancti petri quod dicitur Ad vincula proxime futurum (5) post datum presencium Ad quam quidem solucionem verum & fideliter faciendam obligamque nos & (6) utrumque nostrum per se pro toto & in solidum heredes & executores nostros firmiter per presentes si- (7) gillis nostris sigillatas Date tercio die July anno regni regis henrici septimi post conquestum vj^{to}

¹³⁹ Folio 247r begins.

(1) The condicion of this obligacion is such . þat if þe within bounden John Walker make (2) or cause to be made vn to John Nesse prest & Roger Morland als a sure [&] law- (3) full & sufficient estate of all the landes tenements Rents seruices & reuersions þe (4) which þe same John Walker hath or had or clamyth or eny other man hath to (5) hys behoue in Southheley Northheley & Whitehall with þe appurtenance lying within þe (6) parisshe of Langchestre in þe bysshopp^{ric}h of Duresme to haue to them ther heires (7) & assignes for euer . before þe fest of þe exaltacion of þe holy crosse next comyng (8) as can be deuised & made by the lernyd councell of þe said prior . þat then thys (9) obligacion to be voyde . & ells to stand in strenght & effect

§

Durham University Library: Durham Dean and Chapter
Muniments, 4.9. SPEC. 33 *.

Condition of obligation in English, relating to the town
and field of Wolueston. 2 Dec 7 Henry VII. Standard
language. Copy in Cartulary IV, f. 178v. (LALME I: 80 and
190)

Membrane, 9 x 28.5 cm. Brown ink.

At the bottom of the document two cuts run from left-hand
side rightwards forming two tongues, the upper one with a
round red wax signet attached, 1.5 cm. "a stag bounding past
a tree."¹⁴⁰

This document is on the dorse of the Latin obligation
concerning the same matter:

(1) Nouerint uniuersi per presentes me Willelmum Steyr de
Norton in Comitatu Dunelm̃ husbondman teneri & (2)
firmiter obligari Johanni Nesse Capello & Rogero Morland in
uiginti libris legalis monete Anglie soluendis (3) eisdem .
Johanni & Rogero seu eorum alteris heredibus vel
executoribus suis aut eorum certo attornato ad Festum (4)
Purificacionis beate Marie uirginis . proxime futurum ad

¹⁴⁰ Greenwell & Blair, 1911-1921, vol. I : 251. Entry no. 2055 for John
Raket's seals.

quam quidem solucionem bene & fideliter faciendam (5)
obligo me heredes & executores meos firmiter per presentes
sigillo meo sigillatas. Date secundo (6) die decembris Anno
Regni Regis henrici septimi post conquestum Anglie septimo

J Raket

(1) The Condicyon of this obligacyon is such that if the
within (2) boundyn willyam withoute fraud or guyll
personally appere (3) at the assese of duresme to beholdyn
ther in lentyn (4) next comyng to make als a sure
sufficyaunt and lawefull (5) Estate to the within writyn
John and Roger. theyr heyres (6) and assignes be wryt of
right leueyng of ffyne or other (7) ways of all the landes and
tenementes Rentes Reuersyons (8) with theyr appurtenances
the which the said John (9) and Roger hath of the
ffeoffement of the same Wylliam (10) be deid lying in the
Town and Feld of wolueston (11) within the County of
duresme as can be deuysid be the (12) Counsell lernyd of the
forsaid John and Roger that then (13) this obligacyon to be
voyd and of none effect and ellys to stand in strenth and
effecte

Durham University Library: Durham Dean and Chapter
Muniments, Cartulary IV, f. 178v.

Copy of 4.9.Spec.33* (dorse), q.v. (LALME I: 80 and 191)

Medieval foliation: f.174v.

The Latin obligation to which this document is the one dated:

(1) Nouerint uniuersi per presentes me willelmum Stere de
Norton in comitatu dunelmo (2) husbondman teneri &
firmiter obligari John Nesse capello & Rogero Morland (3) in
uiginti libris legalis monete Anglie soluendis eisdem
Johanni & Rogero (4) seu eorum alteris heredibus vel
executoribus suis aut eorum certo attornato ad festum (5)
purificacionis beate marie uirginis proxime futurum ad quam
quidem solucionem (6) bene & fideliter faciendam obligo me
heredes & executores per presentes si- (7) gillo meo
sigillatas Date secundo die decembris anno regni regis
henrici sep- (8) timi post conquestum anglie septimo

(1) The condicion of this obligacion ys such . þat if þe wⁱthⁱn
bounden william (2) wⁱthⁱout fraude or guil p^ersonally appere
att the assise of duresme to be (3) holden their in lentyn
next comyng to make als a sure sufficient (4) & lawfull
estate to þe wⁱthⁱn writtyn John & Roger their heyres &

assyg (5) nes by writt of right leueyng of fyne or other ways
of all þ^e landes (6) tenements rents reuersyons w^{it}h their
appurten^aunces the which þ^e sayd (7) John & Roger hath of
the feoffament of the same William by deide (8) lying in þ^e
town & felde of wolueston w^{it}hin þ^e cownty of duresme as
(9) can be deuysid by the counsels lernyd of the foresaid
John & Roger . þ^at (10) then thys oblygacion to be void & of
none effect and ells to stand in (11) strenght & effect

Durham University Library: EDEN PAPERS, Bundle 54, Item 6.

Indenture 'yeven at Durham', 6 April 7 Henry VII: arbitration in a dispute between (i) John Lowrance of Pittyngton (Pittington, 3 1/2 m NE of Durham) et al., and (ii) John Lowrance the younger et al. (LALME I: 87 and)

Membrane, 22 x 34 cms. Brown ink.

Indented at the top and foot folded with three slits through both layers for a membrane tag. Seal missing.

(1) This indentur made the sext day of Aprill in the sevent yere of our souerayne lord Kyng Henry the vijth. witnesseth that wher variaunce (2) and trauersis was dependyng betwix John Lowrance of Pittyngton and Isabell hys wyff sister and her to Robert of Dalton of westaukland (3) Gentilman on the one partie. And John Lowrance the yonger other ways called John Dalton and Elezabeth Kelynghall that by the grace of gode (4) sall be hys wyff on that other partie. in of and for. titill clames and demaundes of all the landes tenementes rentes and seruices with all other (5) appurtenance within the Countes of York and Durham . And which late wer the sayd Robert Dalton newly discesed . And for the which title (6) clames and demaundes of all the sayd landes tenementes rentes and seruices both the sayd parties er bondon either to

othir in ane obligacion of xl li (7) to abide perfourme and fulfill the jugement dome and award of Richard Hansard and Robert Tempest Esquyers indifferently chosen and appoynted (8) by mastir Sir John Chyney And also by the assent of the aboue sayd parties. which jugement dome and award her aftir ensueth in this forme. (9) That is to say that the sayd John lowrance the yonger otherways called John Dalton and Elezabeth shall haue all the sayd landes (10) tenementes rentes and seruices with all ther appurten^ance to hym and to hir And to the heires of hys body lafully begotten And that the (11) sayd John Lowrance othirways called John Dalton shall mak or cause to be made to the sayd John lowrance thelder and to the sayd (12) Isabell - hys wyff. for terme of their lyues. And to either of theym longer leuyng a sufficiaunt graunt of a zerely rent of - xl s (13) of lawfull money of yngland . goyng out of all the sayd landes and tenementes that wer late the aboue sayd Robert Dalton in the Countes (14) beforsayd at the Festes of saynt Petir cald lammes and purificacion of our lady cald Candilmes by even porcions or within xl days after (15) owder of the sayd festes . And yf the sayd rent of - xl s or any part tharof. be behynd vnpayd at owdir of the sayd termes of saynt peter (16) called lammes or purificacion of our lady called Candilmes and xl days aftir . that than it shall be lefull to the sayd John Lowrance thelder (17) and Isabell - hys wyff and to either of theym and to their assigneis to enter vpon any of the aboue sayd landes to distrene . And distreses (18)

to dryue away and kepe to such tyme as thes be fully payd of
the sayd some of - xl s or any arrerage tharof. Also the
beforsayd Richard (19) Hansard and Robert Tempest ouer
this awardeth jugeth and deme that all such Chekerland as
of late wer the sayd Robert Dalton (20) within the
Busshoprich of Durh^am now beynge in the handes of Alyson
late the wyff of the sayd Robert Dalton by reson of
wydowryght (21) aftir hir disceasse shall revert and remayn
<to> Isabell Lowrance wyff to the sayd John Lowrance
thelder as heir to hir brother the (22) befor sayd Robert
Dalton yf so be that sho ouer leue the sayd Alyson Dalton .
sho to haue it for terme of hir lyff . And than (23) all the
sayd Chekerland to remayne to the aboue sayd John Lowrance
othir ways called John Dalton and his heres foreuere (24)
aftir the Custome of the Court . In witnes herof the
beforsayd Richard hansard and Robert Tempest to this
present their award (25) has put to theyr seales yeuen at
Durh^am befor sayd the day and yer aboue sayd

Durham University Library, Durham Dean and Chapter
Muniments, Cartulary IV f. 246v.

Memorandum of the arbitration in a dispute between (i)
the prior of Durham and (ii) the free holders of
Langchestre concerning the use of certain hopes. 19 Jan
8 Henry VII.

Medieval foliation: f. 242v.

(1) Memorandum est pat for the variance between the
reuerent fader pe priour of Durham on pat one (2) partie & pe
freholders of langchestre & pe townes per a bowt on pat
oper partie Maister (3) Chyney att Durham before his
departyng by pe aduice of pe saddest knyghtes (4) &
jentilmen of pe bysshoprick caused me Thomas Shirwod to
make a note (5) & end to be hadd . And Robert Tempest to
assent & come to Rabye on xijth day (6) last past in maner as
folowith . First itt was thoght pat pe priour shuld haue &
enioye (7) iij hoppys callid horsleyhop lsehop & Baldynghop
as his free holde in seuerall- (8) tye . & pat pe freholders of
Langchestre & oper townes there about shuld haue there co-
(9) mon & use itt on pe estsyde of pe said hoppes acordyng
to per tenurs . & if per besties (10) escapid in to eny of pe
hopes of pe said iij hopes . pe priours seruants to chace them
(11) owt & pat pe priour shuld vse his comon on pe said

estside acordyng to such purchase as (12) he had made & his predecessours not ouerchargyng þ^e comon . & þ^at þ^e priour shuld vse his (13) comon on þ^e north & westsyde of þ^e said iij hoppes in als large wies as his endenture (14) specifieth . & þ^at for such trespasses & offenses as had bene done to þ^e priour in the (15) sayd hoppes þ^e trespassours to com & submytt them to god & to Seynt Cuthbert & thei to (16) be so takyn & þ^e priour to ow to them fauours for their submission þus to be made perfete (17) att þ^e assises by the aduice of lernyd councell & a finall end for euer þ^at þ^er shuld be (18) no more trouble . & the note of thys remanyd with Maister Chyney & was redd to (19) the priour he beyng by the aduice of his councell agreable vn to itt . Whatt aun- (20) swer Robert Tempest made I can not say . bod þ^{is} maner of agrement I Thomas (21) Shirwod by my Maister Sir John Chyneys comaundment & oþ^{er} men of wyrship (22) deuysid I & my clerk wrote itt & Maister Chyney toke itt with hym & send a prest (23) to Robert Tempest to com ouer on xijth day last passid to yiue one aunsuer (24) Wrytten þ^e xixth day of Januari Anno henrici vij^{mi} octauo

Durham University Library: Durham Dean and Chapter
Muniments, Cart. IV, f. 252r-v.

Attestation (copy) of a jury concerning the lands of William Browne in 'Fery on the Hill' , the inquest held at 'Estmeryngton' (?Merrington, 3 1/2 m ENE of Bishop Auckland), 28 Jan 1481. (LALME I: 81 and 191)

Medieval foliation: 248r-v.

The date provided by the LALME for this document is wrong. It assigns to this charter the date of the previous entry in the Cartulary, a Latin text: *vicessimo octavo die Januar anno dm millmo CCCC. lxxxjmo*.

(1) Be it knowne to you my lord Prⁱor of Duresme and to all
odir that this (2) pre^sent writyng shall here reide or se that
We Thomas Ferrowre of Brandon (3) John Mason of the same
Thomas wrenne of Billeraw Thomas Richerdson of (4)
Skuttes house John Clerke of Brauncepath Robert Giuer^uson of
Gisburn yoman (5) Testyfieth vpon our trewthⁱs that one
Thomas Browne of Fery on the hill (6) wi^thⁱn the
Bishopp^riche of Durh^am was Righthouse heire of a place wi^th
the (7) appurtenances lyeng in the forsaid towne called
Brownes place . And the fore- (8) said Thomas had ysshew
Willi^am and Roger . the whiche Willi^am was son and (9)
hayre to the forsaid Thomas . And the forsaid Willi^am had a

son that died (10)¹⁴¹ without yshew and so Roger was rightwyse heyr next after William the whiche Roger (11) had yshew William John Richard and hew the whiche William son and heire (12) to Roger was bothe baker and brower vnto the Erle of Westmorland . And Roger (13) his ffadur was slayne with the lorde Neuill and Sir Thomas his brodur be yonde (14) the see at the seyge of Royn And then the said william by lyneall discent (15) was rightwise heire . the whiche william had yshew . william and Cristiane þ^e (16) the¹⁴² whiche william died within age and so Cristyane remanyth as rightwise (17) heyre . And she hath yshew John Richard Janett and Robert . And affor Richard (18) Browne the whiche made a pretense and title vnto the forsaid place was hew (19) Browne son the youngest brodur vnto the forsaid william as it is afore rehersed (20) And that will we make good affore the highe juge if the case require In wit- (21) nesse herof we aboue writtyn hath putto our sealles yeuen at Brauncepethe (22) the xijth day of Nouembre in the xiiijth yere of our souerain lorde kyng henry the vijth

¹⁴¹ Folio 252v begins.

¹⁴² *sic.*

Durham University Library Archives: Dean and Chapter Muniments, 3.10.SPEC.58.

(*Noverint universi.*) Condition of obligation in English: Thomas Surtesse of Bedynsale¹⁴³, kt., and Thomas, his s. and h., bound in £100 to the prior of Durham, for non-interference with a tenancy in Mykyll Burdon (Great Burdon, by Darlington), 4 Nov. 16 Henry VII. One or two NME spellings. Copy in Cartulary IV, f. 194r-v. (LALME I: 79 and 190)

Membrane, 18 x 27.8 cm. Brown ink.

At the bottom of the document two cuts run from left rightwards forming two tongues with one signet each. The upper tongue has the name of the owner of the signet: *Thomas Surteys the helder*. Round red wax signet, 1.3 cm, between the letters *t s* "an ermine spot"¹⁴⁴

The second tongue has the name of another party in the document: *Thomas Surteys y^e 3nynger*. Red wax round signet, 1.5 cm, capital *T*¹⁴⁵

(1) Nouerint uniuersi per presentes nos Thomam Surtesse de Dedynsale in Comitatu Dunelmo seniore Armigerum &

¹⁴³ The document reads *Dedynsale*.

¹⁴⁴ Greenwell & Blair, 1911-1921, vol. I : 292. Entry no. 2350.

¹⁴⁵ Greenwell & Blair, 1911-1921, vol. I : 292. Entry no. 2350.

Thomam Surtesse (2) de eadem juniorem filium & heredem ipsius Thome senioris teneri & firmiter obligari Thome Priori ecclesie Cathedralis Dunelmę (3) in centum libris legalis monete Anglie soluendis eidem Priori vel successoribus suis ad Festum Sancti Martini in yeme proxime (4) futurum post datum presencium ad quam quidemolucionem bene & fideliter faciendam obligamus nos & utrumque nostrum per se pro toto & (5) in solidum heredes & executores nostros firmiter per presentes sigillis nostris sigillatas Date quarto die Nouembri anno Regni Regis (6) henrici septimi post conquestum Anglie sextodecimo §

(1) The Condycyon of thys obligacyon is such that yf John Nesse prest and Roger Morland Theyr heyres and assignes ffrome (2) hensforth peasably posseyd haf and enioye A Mesuage Wyth ane hundreth acres of land twenty acres of Medowe And (3) ane orcherd Wyth all and syngle theyr apporten^ance lying wyth in The Towne and Feyld of Mykyll Burdon wythin (4) the Bisshopprich of Duresme that some tyme Was Thomas Beuly is Whych thay haf of the gyfte and ffeoffoment (5) of the aboue wrytyn Thomas Surtesse thelder Wythoute trobyll vexacyon or perturbance of the foresayd Thomas (6) Surtesse thelder Thomas Surtesse the yonger theire heires or assignes or the forsayd Thomas Beuly hys heyres (7) or assignes or of ony oder hafyng or pretendyng title interest or clayme in the said Mesuage Wyth the apporten^ance (8) frome theis afore rehersyd Thomas

Surtesse thelder Thomas Surtesse the yonger or Thomas Beuly or ony of (9) them or of eny odyr person hafyng title of Ryght in the same a fore the day of makyng of theis presentys And (10) also yf the sayd Thomas Surtesse the elder and hys heyres be redy at euery tyme that he or thay Shalbe (11) Desiryd be the foresaid John or Roger or eny of them or their heires or assignes to make ferther Suerty accordyng (12) to the lawe as Shalbe deuysyd be theyr Councell lernyd at theyr Costys and charges or theyr heires or (13) assignes that then thys obligacyon to be voyd and of none effecte and ellys to Stand in strenth and effecte §

J Raket

Durham University Library Archives: Dean and Chapter Muniments, Cartulary IV, ff. 194r-v.

Copy of 3.10.Spec.58, q.v. (LALME I: 80 and 191)

Medieval foliation : f.190r-v.

The date appears in the Latin obligation.

(1) Nouerint uniuersi per presentes nos Thomam Surtess de dedynsale in comitatu dunelmo (2) seniore armigerum & Thomam Surtess de eadem juniorem filium & heredem ipsius (3) Thome senioris teneri & firmiter obligari Thome priori Ecclesie Cathedralis dunelme (4) in Centum libris legalis monete Anglie soluendis eidem priori vel successoribus (5) suis ad festum sancti martini in yeme proxime futurum post datum presencium Ad quam quidem (6) solucionem verum & fideliter faciendam obligamus nos & utrumque nostrum per se pro toto & in (7) solidum heredes & executores nostros firmiter per presentes sigillis nostris signatas Date (8) quarto die Nouembris Ann^o regni regis henrici vij^{mi} post conquestum Anglie sextodecimo

(1) The condicion of this obligacion ys such . þat if John Nesse prest & Roger Morland (2) their heirs & assignes frome hensforth peaseably posseid haue & enioy a mesuage

(3) with a hundreth acres of land xxti acres of medow & one orchard with all & single (4) their appurten^{ance} lyyng within the town & felde of mykle Burdon within þe (5) Bisshopprich of Duresme þat sum tyme was Thom^as Beuly is which they haue (6)¹⁴⁶ of the gift & feoffament of the aboue wrytten Thom^as Sutess thelder without (7) troble vexacion or perturbance of the foresaid Thom^as Surtess thelder Thom^as (8) Surtesse the yonger their heires or assignes or þe foresaid Thom^as Beuly his (9) heires or assignes or of ony oder hauyng or pretending title interest or clame (10) in þe said mesuage with þe appurten^{ance} frome theis afore rehersid Thom^as (11) Surtess thelder Thom^as Surtess þe yonger or Thom^as Beuly or ony of theme (12) or of ony oder person hauyng title of right in the same afore the day of ma- (13) kyng of theis presentes And allso if the said Thom^as Surtess þe elder & his (14) heires be redy att euery tyme þat he or thei shalbe desired by þe forsaid John (15) or Roger of¹⁴⁷ ony of theme or their heires or assignes to make farther suerty (16) acordyng to þe law as shal be deuised by their councell lernyd at their costes (17) & charges or their heires or assignes that then this obligacion to be voyd & (18) of none effect & ellis to stand in strength & effect : §

¹⁴⁶ Folio 194v begins.

¹⁴⁷ Probably the proximity of the preposition *of* made the scribe write *of* here instead of *or* as in the original.

Durham University Library: Durham Dean and Chapter
Muniments Cart. IV, ff. 245v-246r.

Copy of an indenture dated 11 Feb 19 Henry VII: lease by the prior and convent of Durham to Robert Gray and his wife Jane, of property in the town and field of Hebburn. (Original is 1.4.Spec.95, medieval numbering.). (LALME I: 80 and 191)

Medieval foliation: 241v-242r.

(1) Thys indenture made the xjth day of February þe xixth yere of þe reygne (2) of kyng herry þe vijth betwene Thomas prior of þe Cathedrall [Church] of Duresme (3) & þe conuent of þe same place of þe one partie & Robert Gray & Jane hys wif (4) on þe oder partie witnessith þat it [ys] couenentyd . acordyd & agreid betwene the (5) said parties in maner & fourme folowyng þat ys to say þat the said priour & conuent (6) shall fro hensforth have occupy & enioy to them & to their successours for (7) euer all thos houses landes tenementes medowes . toftes & croftes with thappurtenance (8) as the said Robert Gray & Jane or any oþer person or personnes to there vse or to (9) þe vse of aither of theme [w] haue with in the town & felde of hebburn Monk (10) ton & moreclose with in þe Counte of Duresme sett . lyyng & beyng on þe south (11) syde of þe said town of hebburn And the

said Robert Gray & Jane shall fro (12) hensforth haue occupye & enioy to them theirs & assignes of þ^e said Jane all (13) those houses landes tenementes medowes toftes & croftes as þ^e said priour & conuent (14) or any oþer to their vse haue within þ^e said town & feildes of hebbern sett lyyng & (15) beyng on þ^e northsyde of þ^e said town as itt is enclosed with a new dyke fro (16) Jarow dyke vn to the town of hebberne . & fro the west end of þ^e said town by (17) the north dyke of a close callid Calf close vn to þ^e more of hebbern except (18) iiij closes . one callid howdens . [another] ane oþer callid Wyllys close . the iij^d (19) callid haydens . & the fourt callid the Powter close . which iiij closes þ^e said (20) priour & conuent & their successours shall haue occupye & enioy to them & their (21) successours for euer in seueraltie as thei haue had & occupied afore this tyme . And (22) the said priour and conuent shall haue occupye & enioye to them & their successours (23) for euer in seueraltie all those houses landes tenementes medowes toftes & croftes with (24) thappurtenance in hebbern Monkton & Moreclose a foresaid apoyntyd & lymyttyd to (25) the said priour & conuent to haue by thys indentur withowt vexacion jnterrupcion (26) or lett of the said Robert & Jane & there heirs And in lyke maner the (27) said Robert Gray & Jane shall haue occupye & enioy to theme & theirs & (28) assignes of the said Jane in seueraltie for euer all those houses landes tene- (29) mentes medowes toftes & croftes with thappurtenance in hebbern aforesaid which ar (30)

apoynted & assigned to the said Robert & Jane to haue by
this indentur with- (31) owt vexacion interrupcion or lett of
þe said priour and couent or their successours (32) Itt is
forthermore agreid betwene the said parties þat þe said
Robert & Jane & (33) either of theme shall att þe next assise
to be holdyn att Duresme or with in (34)¹⁴⁸ xx^{ti} dayes next
ensuyng þe said assise make or cause to be maid vnto þe said
(35) priour & couent or to such persons as thei shall apoynt
to there vs als souer suf (36) ficient & lawfull estate of &
in þe afore said houses landes tenements medowes (37)
toftes & croftes with thappurtenance in hebburn monkton &
moreclose afore said beyng (38) on þe southsyd of þe said
town of hebburn to haue to þe said priour & couent & (39)
their successours for euer by fyne recouery feffet relece
with warnant or oper wayes (40) as shal be deuised by the
councell of þe said priour att þe costes & the charges of the
(41) said priour dischargid of all rentes reconusuances &
estatutes other then the rent (42) dew to the cheif lordes of
þe fee . And in lyke maner þe said priour & couent shall at þe
(43) said assise or with in xx^{ti} daies next after make or
cause to be made to þe said Ro- (44) bert & Jane als souer
sufficient & lawfull estate of & in þe said houses landes
tenements (45) medows toftes & croftes on þe northside of
þe said town of hebburn to haue to the (46) said Robert &
Jane & to theirs & assignes of þe said Jane for euer as shall

¹⁴⁸ Folio 246r begins.

be deuised (47) by þe councell of þe said Robert & Jane att
 þe costes of þe said Robert dischargid of all rentes (48)
 reconusances & estatutes oþer then þe rentes dew to þe
 cheif lordes of the fee . Allwaies (49) foresene þat if þe
 councell of þe said Robert & Jane devise ony writinges for
 þe suerty of (50) the premises to be ensealid with the comon
 seal of þe said priour & couent the said Ro- (51) bert shall
 nothyng pay þerfore . Itt is allso agreid þat þe said priour &
 couent & their (52) successours shall make or cause to be
 made þe one halfe of þe dykes for perticion of (53) of¹⁴⁹ þe
 said landes & tenements att their costes & charges And in
 lyke maner þe said Ro- (54) bert & Jane & their heirs &
 assignes shall make or cause to be made þe oþer halfe (55)
 of þe said dykes att their costes & charges And allso itt is
 agreed betwene the (56) said parties þat þe said Robert &
 Jane & theirs of þe said Jane shall content do & pay (57) vn
 to þe said priour & couent & their successours all such
 rentes & seruices as þe said (58) Robert & Jane or ony of þe
 antecessours of þe said Jane haue paid & doone vn to þe (59)
 said priour & couent or to ony of their predecessours of or
 for any landes in hebburn (60) aforesaid afore þe makyng of
 theis indenturs And in lyke maner þe said priour & (61)
 couent shall content doo & pay vn to þe said Robert & Jane &
 to theirs of þe said (62) Jane all such rentes as hath bene
 paid to theme afore þe date of þis indenture (63) by þe said

¹⁴⁹ *sic.*

priour or his predecessours for any landes in hebburn
aforesaid In wyt (64) nes where of to þe one parte of this
indenture remanyng with þe said Robert (65) & Jane the said
priour & couent haue sett there [conuent] comon seal to the
other (66) parte of þe same remanyng with þe said priour &
couent þe said Robert & Jane haue (67) sett to their seales .

Dean and Chapter Library: Hunter 11.

A boundary of Finchall (Finchale, a cell of Durham, 3 1/2 m NE thereof), mid 15th-century. (LALME I: 78 and 189)

This document has been attached to a volume where other original documents have been compiled by Dr. Hunter. Most of them from the 16th and 17th centuries.

Membrane, 11.5 x 19 cm. Brown ink.

Damaged, corner on the right-hand side missing. The document has been glued to a sheet of paper to avoid further deterioration.

(1) ¶ Memorandum est that Fynkhal moor stades with in the hay of the Bisho<...> (2) our dedes makes mencion and noght in Neuton more

(3) ¶ Also that Neuton more is by west & by north the towne of Neuton as ye (4) comun pepell says

(5) ¶ Also ye comun pepell sayes y^at Fynkhal more by gynnes at Fynkhal (6) goand southward to Frankleyn bott how far yai can noght say

(7) ¶ Also ye Priour of Fynkhal has dykett bot half Fynkhal more ye wilk (8) dyke is sett apon on ald dyke that was

thare be for And with in (9) ye same dyke has ben tiled land
that shewys openly

(10) ¶ Also the sayd Priour complenes that Sir William
Bowes has enclosede in the (11) hay certayn closes callide
Estmoorleys 4 hopperfeld Westmoorleys and North (12)
wastes so that he may haue no comon in thaym as hym aught
to haue (13) bilongyng to the house of Fynkhall

(14) ¶ Also the sayd Sir William has made oon cloos in the
saide haytt so that the sayd (15) Priour may not haue hys
way fro oon place <...> vnto hys <ou>nen (16) pastur thar
bilongyng to the sayd house of Fynkhall .,.

Durham University Library: Durham Dean and Chapter
Muniments, 1.6.SPEC.46.

Memorandum of the legal process to which John Midilton is bound in £300 to Ser Thomas Neuill, kt., in respect of his suit against the prior of Durham for the manor and town of Helay. Copy in Cartulary IV, f. 90v. (LALME I: 79 and 190)

Membrane, 15 x 28.7 cm. Brown ink.

No date.

(1) Memorandum est that it is auiside by Sir Thomas Neuill knyght ./ Roger of Thornton esquyer Maister Robert Beaumont (2) and Robert Rodes that John Midilton sall take a fourme doun in desceundre / or ony other accion by thauice (3) of the counsell of the priour of Durh^am / of the Maner and toune of helay with appurten^ance / agayns the (4) priour of Durh^am att now is / or his successours / att the costages of the said priour And the said soytte or soytes (5) in all goodly haste sall pursewe with outyn ony delay or ony labour makyng in the said soytte aga- (6) yns the said priour or his succesours / bed oonly by thayr auice and counsell / And in all thyng sall be (7) demeende and gouernde by thauice in the soyte or soytes of the said priour and his successours / And sall (8) nott lett in no wyse by hym selfe no by noon other on

enqueste to apper and passe {e} eftir the entent (9) of the
forsaid priour and his counsell / or elles the said priour to
take a soyte agayns the said John of (10) Midilton of the said
Maner etc if it seme it bee to doo / by thauice of his
counsell / And this trew (11) ly to be doon in euery artikill .
the said John is bun in an obligacion of CCC li to the said
priour / whilke (12) is in kepyng by thayr bother assennt /
of the said Sir Thomas Neuill / to be delyuerd agayn to (13)
the said priour / if the said John breke and fulfill noght the
said artikils or ony of thaym

Durham University Library: Durham Dean and Chapter
Muniments, Cartulary IV, f. 90v.

Copy of 1.6.Spec.46, q.v. (LALME I: 80 and 191)

No date.

Medieval foliation: f. 86v.

(1) Memorandum est pat it is auised by Sir Thomas Neuill
knyght Roger of Thornton Esquier Maister Robert (2)
Beaumont & Robert Rodes pat John Myddelton shall take a
fourme down in descen- (3) dre or any oþer accyon by
thauice of þe counsell of þe priour of Durham of the maner
(4) & town of heley with appurten^ance agayns þe priour of
durham pat now ys or his succes- (5) sours att þe costages
of þe said priour . And þe said soite or soites in all goodly
haste (6) shall pursew with owtyn ony delay or ony labour
makyng in þe said soytte agayns (7) the said priour or his
succesours bod onely by ther aduice & counsell And in all (8)
thynges shall be demened & gouerned by thauice in þe soit or
soites of þe sayd (9) priour & his successours . And shall
noz̃t lett in no wyse by hym selfe nor by none (10) other on
enquest to appere & passe after þe entent of þe forsaيد
priour & his counsell (11) or els þe said priour to take a soyte

agayns John of Midilton of þ^e said maner etc (12) if itt seme
itt be to doo by thauice of hys counsell . And þis trewly to
be doone (13) in euery article þ^e said John is bun in one
obligacion of CCC li to the said p^riour (14) whilk is in kepyng
by there bother assentt of þ^e said Sir Thomas Neuill to be
de- (15) lyuerd agayne to the said p^riour If þ^e said John
breke & fullfill noȝt the sayde (16) articles or ony of them

Durham University Library: Durham Dean and Chapter
Muniments, 4.2. Ebor. 27b.

Memorandum, n.d., concerning the alleged default by
Thomas Portyngton et al. in their purchase of the tithes
of Eastrington (Howdenshire, ERY) during the priorate of
John Hemmyngburgh. (LALME I: 79 and 190)

Membrane, 23.3 x 36.2 cm. Brown ink.

Initial / embellished.

(1) It is to haue in mynde þat Thomas of Portyngton wyth
othir toke be jndenture of John Hemmyngburgh newly Priour
of durh^am all þe Tendys of shanes wole & lame (2) of þe
kyrk of Estryngton for certayne termys & for certayne soume
of monay payable at certayne termys contined in þe said
jndenture qwilk couenandes for to be keped (3) þai band
þaim to þe said Priour in CC li to be payed to hyme & is
successours at what tyme þat þe said Thomas wⁱth othir
faillid in þair payment be for said als (4) in þe said
endenturs more pleylnly was contined And for nownpayment
of þe for said soume for þe for said Tendys aght John now
Priour of Durh^am suyd agayne (5) þe for said Thomas & othir
a wyrтт of þe for said penall of CC li be cause of qwilk suyd
þe for said Thomas Portyngton Thomas of Santon & John
Ellerkere (6) wrott a lette to þe said now Priour pr^ayand

hyme to send some man of is consaile to honeden at a certayne day to tret wth þa i^m in þe said matere & þai shuld (7) mak full gree & payment at þe same day of all þat was behynd of þe said soume wth outyn langer delay at þe qwyk tyme henry helay þen Burser of (8) durh^am be þe ordinance of þe Priour & þai mett at honeden & þair all thynges a counptyd & allowyd þe for said Thomas of Portyngton & is ffellows (9) aght clerly to þe said Priour . xxiiij . xvj li and so departyd wth outyne payment or surtee of payment made at þat tyme And aftere þat Thomas Portyngton (10) & Thomas Santon come to durh^am and knew wele þe dett of xxiiij . x li and varied of vj li and of þis tredit wth þe Priour of dayes of payment of þe xxiiij x li (11) and for to put þe processe of lagh in respite and ouer þat band þa i^m in an obligacion of C mark oppon condicion þat gyfe þai failed of þe for said payment of . xxiiij . x li (12) at þe termys at þat tyme accordyd be twene þe Priour and þa i^m schuld appere at London at þe next asomouns attachiement or distresse at þe suyd of þe forsaid (13) Priour to þa i^m made and þe for said Thomas defailyd both of payment of þe for said .xxiiij . x li at þe termys accordyd & of apperaunce at London so þat þe for said (14) soume penall of CC li was rekeueride a gaine þa i^m be þair defaute & þair runne in þe forfeiture of C mark and þair appon come þe said Thomas Santon and (15) John of Portyngton son of þe said Thomas of Portyngton to durh^am & þair tredit wth þe said Priour & mad gree of xxiiij li and accordyd þat þai schuld pay to (16)

þe said Priour x li parcell of þe ^{xx}iiij xvj li be for said and
þe for said Priour at þe request and þe prayer of þe said
Thomas Santon remittyd & forgafe þe for said (17) soume
penall of CC li and all costages in þat partye made vn to v
mark qwilk x li & v . m^{ark} þe for said Thomas Santon & John
heght trewly to pay to þe for (18) said Priour at a certaine
day þen lemytt And allso to reparill sufficiauntly þe berne &
þe Gernere of Estryngton als þai wore bondyn be þair
couenand qwilk (19) was noght no 3it is fullfillid and als
anentys þe . vj . li in variaunce qwilk þe for said Thomas
Santon and John þen alleget as payed & þe Priour nay þe (20)
Priour grauntyd þat at whatt tyme þai broght any
sufficiaunt discharge of þe payment of þe for said . vj . li
þai schuld þair of be discharged qwilk is noght (21) 3it don
be cause of qwilk & for nownpayment of þe for said . x . li &
v . m^{ark} and reparacion made be þe Priour in þair defaute to
þe soume of . vj . li . v . s . iij d ouer (22) þe forsaid Priour
suys agayne þe forsaid Thomas & Thomas þe forsaid
obligacion of C m^{ark}

GLOSSARY OF LEGAL TERMS AND PHRASES

Most of the legal processes mentioned in the documents have already been explained in the introduction; however, there are still many legal terms that deserve a section apart. This glossary aims to fill any gaps in the introduction by giving precise and clear definitions of the technical terms and phrases not explained.

The entries in this glossary record the forms as they appear in the text. Different spellings of the same word appear under a single entry. If the same form recurs, only the first occurrence is entered.

The *Middle English Dictionary*¹⁵⁰ and the *Oxford English Dictionary*¹⁵¹ have been used to prepare this glossary. In general both dictionaries provide very similar definitions, although in some cases only one of them contains certain fixed legal expressions or clearer accounts of the proceedings; in these cases the abbreviations MED (*Middle English Dictionary*) and OED (*Oxford English Dictionary*) will be given to indicate the sources from which the most adequate definitions have been taken.

Not only have the different spellings been noted, but the different meanings one word may have depending on the

¹⁵⁰ Kurath, H., S. M. Kuhn & R. E. Lewis. *Middle English Dictionary*. 1954- . Ann Arbor: University of Michigan Press.

¹⁵¹ *The Oxford English Dictionary*. 1989 (2nd ed.). Oxford: Clarendon Press.

context¹⁵² have also been indicated by the sign //. Whenever this sign is used, the new sense of the word as well as the contexts of its appearance are given.

The numbers in bold refer to the number of the document, the numbers after the colon refer to the lines.

alene (9:9); **alien** (33:10). v. To transfer the property or ownership of anything.

amerciments (5:25; 6:18); **amercyments** (7:32). n. A penalty imposed upon an offender or defaulter, esp. one imposed 'at the mercy', i.e. at the discretion of the court (as distinct from a statutory fine).

arrerage (10:13; 11:21; 48:18); **arerrage** (12:12). n. An unpaid debt.

assise (1:35; 47:2; 53:33,34,43); **assises** (49:17); **assese** (46:3). n. A session of a court charged with the deliberation and disposition of civil actions (esp. actions concerning land tenure).

asomouns (57:12). n. A call or citation by authority to appear before a court or judicial officer.

¹⁵² One word may be used in a wide range of contexts bearing different meanings each time. We are not dealing here with all the senses a word may convey in general but the specialized meanings a word may have in the field of law.

attachiement (57:12). n. The action of apprehending (a person) and placing him under the control of a court of law.

attachied (5:26; 6:19; 7:34). v. (past participle). To arrest.

attornay (17:12; 35:7). n. One duly appointed or constituted to act for another in business and legal matters. // **certeyne attournee** (2:12,17); **certayn attornay** (34:5; 35:7); **certayne attornay** (34:7; 35:5). Official agent or representative. (MED)

borowe (5:26; 6:19; 7:34). v. To ransom.

congeable (1:46). adj. Permissible, allowable. (OED; the MED does not have an entry for the adjective; only the noun *conge* and the verb *congeien* appear)

councell (11:30; 49:19; 53:40,47,49; 56:3); **counsell** (1:33; 7:40; 10:18; 55:3,9,10; 56:10,12); **counsail** (1:53,54); **lernyd councell** (45:8; 49:17). n. A legal adviser or body of advisers. // **counsell** (7:30; 55:6; 56:7). Advice, instruction. // **Councell lernyd** (51:12; 52:16); **Counsell lernyd** (46:12); **counsels lernyd** (47:9). A trained lawyer or barrister. Counsel, advice, instruction. (MED)

courtes (1:8); **courts** (5:24; 7:32); **courtis** (6:18). n. A session of a court of justice, usually in the expression *holden (maken) ____* (MED).

couenants (2:14,18; 9:19); **couenantes** (33:16); **couenandes** (57:2). n. The provisions, terms, or

conditions of a formal agreement or contract. //

couenand (57:18). A promise or contract under seal.

couen^antyd (53:4). v. (past participle). To agree.

curtasy, ten^ant be ___ (1:39-40). n. A widower given life use of property inherited by his wife and inheritable by their children. (MED).

defaute (1:37,40; 27:7; 57:14); **default** (28:10; 32:15); **defaultt** (31:6). n. Failure to appear in court; *maken* ___, to be absent from court, fail to appear from a trial. (MED) // **defaute** (3:13; 57:21). Failure to perform some legal requirement or obligation.

deuse (1:39); **deuyse** (1:10,16,18,19,27,31,32). n. The document recording a testamentary disposition of real property.

distresse (57:12). n. The legal seizure and detention of a chattel or thing for the purpose of constraining the owner to perform some obligation. // **distresse** (43:9); **distress** (44:13); **distresses** (48:17); **distris** (12:11). Goods or chattels seized in such actions.

distren (12:11); **distrene** (48:17) **dystreyn** (38:8). v. To compel (somebody) to perform obligations by seizing his property.

dower (1:39; 8:13). n. [see "Marriage Contract": 27-35]. The life interest of a spouse or widow in a share of her husband's property [as conferred by the husband at marriage, or by will or law].

enfeffement (1:7,27,31); **feffement** (1:26,36; 8:11);
feftment (41:18; 42:6); **feoftment** (42:20);
ffeoffement (46:9); **feoffament** (47:7; 52:6);
ffeoffoment (51:4); **feofment** (41:6). n. [see
"Enfeoffment to Use": 25-27]. The investing of a person
or persons with an estate in land, tenements, rents,
etc.: (a) as a mode of direct conveyance for full
possession and use; (b) as a mode whereby an estate
was held temporarily in trust subject to further
conveyance as part of the settlement of a will or
marriage contract. (MED, the definition entered in the
OED was less specific).

enfeffit (1:4) (past participle); **enfeffe** (1:18,19) (finite
form); **feffet** (1:3; 53:39) (past participle). v. To grant
(land, an estate, etc.) in fee-simple or fee-tail. [The
terms of the grant vary widely. The enfeoffment could
be hereditary or for a specified period. If hereditary, it
could be unrestricted or subject to various conditions].
(Once more the MED provides more information on legal
details).

enfeffes (1:18,26,32,37,42); **fefeas** (41:8); **feffees**
(41:11,13,16,20; 42:12,13,15,17,22); **feoffees**
(41:14). n. One to whom land or other property has been
granted by a feoffment.

entree (1:46); **entre** (9:8). n. The taking possession of lands
or tenements by entering the same. [see **entre** v.].

entre (1:46;); entred (1:50); entyr (3:12); reentre (43:11,1; 44:16). v. To enter (into lands or tenements) as a formal assertion of ownership.

estate (8:12). n. Legal right or title to property. // estate (8:10). Property. // make/maid ... estate (8:4,6,10,12; 41:6,16,20; 42:6,9,17; 45:3; 46:5; 47:4; 53:36,44). *maken estat of* (property) to (someone), give (someone) legal right or title (to property). (MED)

fee (53:42,48). n. A territory held in heritable or perpetual tenure to a feudal superior or the crown. // in fee simple (1:30). in absolute possession, i.e. without limitation to any particular class of heirs. // fee simple (1:35). An estate in land, etc. belonging to the owner and his heirs forever, without limitation to any particular class of heirs.

farme (29:19; 30:17; 31:8); ferme (24:4; 26:6; 27:8; 32:20); fferm (28:12). n. A lease. // farme (41:7); ferme (34:6; 35:6; 42:8); ferm (44:12). A fixed yearly amount of money payable as rent. // fermes to rayse (5:24; 6:18; 7:31-32). To collect a rent. (MED)

fin (1:55); ffyne (46:6); fyne (47:5). n. A final agreement. The compromise of a fictitious or collusive suit for the possession of lands¹⁵³. Formerly in use as a mode of conveyance.

¹⁵³ In 1285 the chapter *De Donis Conditionalibus* of the second Statute of Westminster "... had prohibited the sale of entailed land, but this was an impossible situation, and we now deal with two fictitious legal actions which

forseen that (10:19); foreseene þæt (11:31). quasi-conj.

Subject to the condition or limitation that. (Legal formula recorded in the MED)

herioldes (3:17). n. The render to the superior of the best living animal of a deceased tenant. (OED).[This form develops from Scandinavian Law and is not recorded as such in the MED, instead the form entered corresponds to the equivalent English tax, *heriot*, with a similar meaning: A payment made by the heir(s) to the lord of the manor, upon the death of a tenant].

homage, do ____ (10:15; 11:25). To acknowledge one's allegiance (to sb.), in the texts probably involving the payment made by the vassal. (MED)

could bar (or break) an entail and convey the entailed land. First, the *Final Concord* or *Fine*, which dates from at least the 12th century and is said to be 'levied'. The purchaser of a property (the *plaintiff*) alleged, quite fictitiously, that the person from whom he was buying (the *deforciant*) had agreed to convey the property to him, but had failed to do so. Before judgement was given, the parties came to an equally fictitious agreement whereby the vendor acknowledged that the property really belonged to the purchaser. This agreement was written out three times: one copy called the *foot*, was kept with the court's records; the others were intended for the two parties, but the vendor did not need his, and they are usually found together among the title deeds. The fine was originally an alternative means of conveyance to the feoffment, for the record remaining with the court was unassailable evidence of title." (A. A. Dibben. 1968. *Title Deeds .13th-19th Centuries*. The Historical Association, 72. p. 17.)

ioynt estate (1:25). [see "Marriage Contract": 27-35].

Estate held jointly by husband and wife for life or in tail, as a provision for the latter during widowhood.

lett (26:3). v. To rent (land, a building, etc., to sb. for a period of time) (MED) // lett to ferme (19:2-3); lett to ferme (20:4); lettyn to ferm (28:3); lettyn to ferme (32:3; 36:2; 37:4; 39:2); to ferme lettyn (43:3); to ferm lettyn (44:5); late to ferme (5:15; 6:11); latte to ferme (7:20); latin to ferme (12:3); lattyn to fferme (27:2); latyn to ferme (29:3; 30:2); lattyn to ferme (31:1). To rent. (MED)

lettres (13:2); lettres testimonall (13:12); letter testymonel (21:3); letter testiomall (22:5).

Document attesting the good standing of the bearer for use as proof in a court of law when necessary.

haue lyuere (1:34,38). To receive legal possession of (sth.) (MED)

moeuables gudes (8:16); gud mouable (23:7). 'Personal' property as opposed to 'real' property. (MED)

mortdancestre (1:35); mortdauncestre (1:37). Legal proceedings brought by a rightful heir upon the death of his ancestor against one wrongfully possessing his inheritance.

parceners (1:14,48,49); parcener (1:50); parcenerss (1:50). n. Coheirs (MED. Although entered in the OED, the meanings recorded were less specific).

perambulacion (14:1); perambulacyon (15:1). n. [see "Perambulation": 41]. The ceremony of walking officially round (a forest, manor, parish, or holding) for the purpose of asserting and recording its boundaries. A record of a perambulation. (OED. The definition offered by the MED was more general) // make perambulacion(14:5); make perambulacyon (15:8). To walk around the borders of a territory in order to establish its boundaries. (MED)

pursew (1:33,42; 56:6); pursewed (1:37,50); pursewe (1:42,48,49; 55:5). v. To prosecute in a court of law.

pursuite (1:55); pursuit (1:56). n. Legal action.

reconusances (53:41); reconusances (53:48). n. A payment by a tenant in acknowledgement of tenure. (MED. The definition provided by the OED is less specific).

relese (10:7; 11:12); relesse (10:12-13; 11:20); relece (53:39). v. To grant to (sb.) remission of (tribute, debt, etc.) // relece (10:17; 11:27). To surrender (title rights, etc.) to another.

remittyd (57:16); remytte (10:12); remytt (11:20). v. To exempt (sb. from liability: a payment, tax) // remitt (11:27); remytte (10:17). To give up, resign surrender (a right or possession)

reprises (8:5; 9:10; 33:9); reprise (9:8). n. A fixed charge or expense deducted annually from the revenues of an estate; *over* ____, *net*. (MED)

revert (9:12). v. To return to the former possessor or his heirs.

reuersions (45:3); Reuersyons (46:7; 47:6). n. That part of an estate which remains undisposed of after the determination of the particular estate, and falls into the possession of the original grantor or his representative. (OED)

sesit (1:3); seised (8:10). v. (past participle). *to be seised of*, to be the legal possessor of.

seisine (1:38). n. Possession in freehold.

sett (5:24; 6:16; 7:31). v. To rent out (land, a house, etc.) // sett and to ferme lattin (3:4); sett and to ferme lattyn (4:3-4). Grant revenues from land etc. in return for a fixed payment. (MED)

settyng (3:12,14). n. A lease.

soume penall (57:14,17); penall (57:5). Penalty; sum of money imposed as punishment. (The expression does not appear in either dictionary, and *penall* is entered only as an adjective meaning: prescribing or enacting the punishment of an offence or transgression).

suyte (10:12); soytte (55:4,5; 56:6); soytes (55:4,7); soyte (55:7,9; 56:11); soite (56:5); soites (56:5,8); soit (56:8). n. Prosecution, legal process.

soule seised (8:10) Without partners in the possession of land. (MED)

suerty (53:49). n. A guarantee, promise, pledge, an assurance // **make Suerty** (51:11; 52:15). To give assurance by a document embodying a guarantee.

tailled (1:29). v. (past participle). To belong to the specific class of heirs to which inheritance (land, an estate) has been restricted.

taill (1:1,6). n. [see note 39]. The limitation or destination of a freehold estate or fee to a person and the heirs of his body, or some particular class of such heirs, on the failure of whom it is to revert to the donor or his heir or assign. *in ____*, according to the terms of the tail. // **tailles** (1:24,28,36,44,45). A document establishing a tail.

vn encumbird (9:8). v. (past participle). Without debts.

GLOSSARY OF LAND MEASURES AND ADMINISTRATIVE DIVISIONS

Apart from the MED and the OED, *The English Dialect Dictionary*¹⁵⁴(EDD) has also been used.

burowages (23:10). A freehold property in a borough; also, a house or other property, held by burgage tenure, that is a tenure whereby lands or tenements in cities and towns were held of the lord, for a certain yearly rent.

carucate (14:1,5; 15:1,8). A measure of land, varying with the nature of the soil, etc., being as much as could be tilled with one plough (with its team of 8 oxen) in a year; a ploughland.

clos (12:4,5,11,13,14,17,19,23; 19:3,6); **close** (20:5,9; 24:3; 25:2; 26:4; 53:17); **closes** (53:18,19); **clooses** (54:11); **cloos** (54:14). An enclosed field.

comon (49: 8-9,11,13; 54:12). The right to use land held in common, as for pasturing cattle. // **comon** (49:12). Land held in common by a community,

croft (see toft)

hay (54:1,11); **haytt** (54:14). An extensive tract of waste land.

¹⁵⁴ Right, Joseph (ed.). 1898-1905. *The English Dialect Dictionary*. Oxford: Horace Hart.

hoppys (49:7,9); **hopes** (49:10); **hoppes** (49:13,15). An enclosure in marshy land.

husband lands (3:4,7). Yardland, virtage [an early English land-measure, varying greatly in extent, but in many cases averaging thirty acres]. (OED)

mesuage (36:3,4,10,12; 37:4,6,18,22; 51:2,7; 52:2,10); **messuage** (39:2,3,11,14). Farmstead.

oxgange (27:3; 32:11); **oxgang** (28:4; 29:8,10; 30:3,7,9; 31:2,3,4; 36:3; 37:4); **oxganges** (32:9). A measure of land equivalent to that which can be plowed by an ox in a season, varying in size from about 8 to 30 acres.

rigges (14:15,16) n. A measure of land extending to 240 paces by 6 paces, or 600 ft. by 15 ft., and containing 9000 sq. ft. (EDD, the definitions given by the OED and the MED are vague)

toftes & **croftes** (53:7,13,23,29,37,45). The whole holding, consisting of the homestead and attached piece of arable land. (OED)

INDEX OF PERSONS

Locality and degree or occupation are taken from the first entry. Different spellings of the same name have been included.

Abbreviations and superior letters are not marked.

Numbers in bold refer to the documents.

Ablatson, William (12)

Aslakby, Thomas (10, 11)

Askeby, Elisebeth (mother of William Askeby, 17)

Askeby, William (17)

Badyrsby, Syr Thomas (*clark*, 41, 42)

Barton, Robert (*off carsop*, 38)

Barwik, Cristofer (*gentilman*, 41; Berwyke, Cristofer (42)

Baynbryg, Hoge (23)

Beaumont, Maister Robert (55, 56)

Bell, John (23)

Bell, Richard (*Priour of Fynkall*, 18)

Bentlay, William (*of Durh^am*, 18)

Bewlufe, Thomas (*off mykyll Burdon*, 24); Bewluf, Thomas (25, 27); Beulufe, Thomas (25, 27, 32); Bew..., Thomas (27); Bewluffe, Thomas (29, 30, 36); Bwluffe, Thomas (19, 20); Bewluff, Thomas (31); Beuloue, Thomas (37); Beuly, Thomas (51, 52)

Bewluffe, Thomas (son of Thomas Bewluffe, 36); Beuloue,
 Thomas (37)

Billingham, Thomas (*esquyer*, 10); Byllyngham, Thomas
 (*esqwier*, 11)

Bladsmyth, Robert (12)

Bowes, Isabell, (daughter of William Bowes, 8)

Bowes, William (*of York, squire*, 8)

Bowes, Sir William (54)

Bron, John (*potter*, 12)

Bronton, William (21, 22)

Browne, Cristiane /Crystiane (daughter of William Browne
 -son of Roger Browne- 50)

Browne, Hew (son of Roger Browne, 50)

Browne, Janett (daughter of Cristiane Browne, 50)

Browne, John (son of Roger Browne, 50)

Browne, John (son of Cristiane Browne, 50)

Browne, Richard (son of Roger Browne, 50)

Browne, Richard (son of Cristiane Browne, 50)

Browne, Robert (son of Cristiane Browne, 50)

Browne, Roger (son of Thomas Browne, 50)

Browne, Thomas (*of Fery on the hill*, 50)

Browne, William (son of Thomas Browne, 50)

Browne, William (son of Roger Browne, 50)

Browne, William (son of William Browne -son of Roger
 Browne- 50)

Brownynge, Johem (*de brauncepath*, 45)

Bwluffe, Thomas (see *Bewlufe, Thomas*)

Catlyngson, Richard (*of Fyschburne, gentylman*, 34, 35)
 Chambre, John (14, 15)
 Chambre, Robert (14, 15)
 Chyndy, Mastir Sir John (48); Chyney, Maister Sir John(49)
 Clark, Thomas (*of wynyerde*, 23)
 Claxton, Raffe / Roffe (cousin of of Robert Claxton, 38)
 Claxton, Syr Robert (*knyght*, 38)
 Claxton, Thomas (*of hertrepole, Esquier*, 34, 35)
 Claxton, Wylhiam (*of howlome*, 38)
 Clerk, George (*of carlton*, 23)
 Clerke, John (*of Brauncepath*, 50)
 Coken, Thomas (*of Durh^am*, 21, 22)
 Conyers, Sir Rogere (*of wynyerd, knyght*, 23)
 Cropwell, Willyam (14); Cropwell, William (15)
 Cudirston, Sir John (see *Herryson, Sir John*, 23)
 Dalton, Alece/Alyce (wife of Robert Dalton, 41, 42); Alyson
 Dalton (48)
 Dalton, John *o^ʒer ways called* John Laurence *ʒe yonger* (41,
 42); John Dalton *other ways called* John Lowrance the
 yonger (48)
 Dalton, Rauffe (*clark*, 41, 42)
 Dalton, Robert (*of west auklande, Esquyer*, 41, 42, 48);
 Robert of Dalton (*Gentilman*, 48)
 Darcy, Sir John (1)
 Darcy, Margret (wife of Robert Darcy, 1)
 Darcy, Robert (son of Sir John Darcy, 1)

Darcy, Rouland (grandson of Sir John Darcy and nephew of Robert Darcy, 1)
 Darnton, Syr Thomas (41, 42)
 Dernton, John (17)
 Drax, Dene William (*Priour of Coldingham*, 3)
 Ell, Dan John (*late prioure of Coldynghame*, 13)
 Ellerkere, John (57)
 Eure, Robert (*esquyer*, 16)
 Rerrowre, Thomas (*of Brandon*, 50)
 Gerland, Alan (21); Gerland, Alane (22)
 Giuerson, Robert (*of Gisburn, yoman*, 50)
 Gray, Jane (wife of Robert Gray, 53)
 Gray, Robert (53)
 Gybson, Herry (*of thorpe, yoman*, 23)
 Gyllow, Seth (19); Gillow, Seth (20)
 Hansard, Richard (*Esquyer*, 48)
 Hayforth, Nicol / Nichol (*of duresme*, 2)
 Hedworth, John of (grandson of Sir John Darcy and nephew of Robert Darcy, 1)
 Helay, Henry (*Burser of durham*, 57)
 Hemmyngburgh, John (*newly Priour of durham*, 57)
 Herrison, Thomas (brother of Sir John Herryson, 23)
 Herryson, Sir John (*outhir wise called Sir John Cudirston late vicare of gryndon*, 23)
 Hilton, Lorde (14)
 Hilton, Robert (12)
 Home, Sir Alex (13)

Home, Daid (of *Whedirburn, knyght*, 4); Home, Sir Dauy (of *Whedirburn, knyght*, 5, 6, 7, 13)

Hosteler, William (12)

John (*Priour of Duresme*, 5, 43, 44); Johan (*Priour of Duresme*, 6);

Johnson, Robert (14, 15)

Kelynghall, Elezabeth (future wife of John Dalton or John Laurence *the yonger*, 48)

Kent, Janet (*wyff of Richard Kent*, 40)

Kent, Richard (40)

Kent, Thomas (*of Northcowton in the county of york, husbandman*, 40)

Kirkman, Rogere (*of witton*, 23)

Lancton, William (1)

Langton, Thomas of (*of wyneyard*, 2)

Laurence *the yonger*, John *other ways called* John Dalton (41, 42); John Lowrance the *yonger other ways called* John Dalton (48).

Lowrance, Isabell (wife of John Lowrance *thelder* and sister of Robert of Dalton, 48)

Lowrance, John or John Lowrance *thelder* (*of Pittyngton*, 48)

Lumley, Sir George (*knyth*, 39)

Lumley, Sir Thomas (*knyght*, 8)

Mason, John (*of Brandon*, 50)

Midilton, John (55); Myddelton, John (56)

Morland, Roger (45, 46, 47, 51, 52)

Nesse, John (*prest*, 45, 46, 47, 51, 52)

Neuill, Lorde (50)
 Neuill, Thomas (*knyght*, 16); Neuill, Sir Thomas (brother of
 Lorde Neuill, 50, 55, 56)
 Neuton, Anneys of (granddaughter of Sir John Darcy and
 niece of Robert Darcy, 1)
 Nicholson, John (21, 22)
 Nicolson, Thomas (14); Nycholson, Thomas (15)
 Norton, Sir Maister John (*doctour of law*, 14, 15)
 Patrikson, Sir William (*paresch prystes of darlyngton*, 29,
 30, 32); Patrikson, Wylliam (31)
 Perkyn, John (*off haghton*, 24, 25, 26, 27, 28, 31, 32, 36);
 Perkyn, Jhon (24, 26); Perkyn, Jon (29, 30)
 Pershay, Dame Elizabeth (daughter of Sir John Darcy and
 sister of Robert Darcy)
 Portyngton, Thomas (of) (57)
 Pudisay, Rauf / Rauff (*Esquier*, 9)
 Qwhytlawe, Jamys (*sqwyer*, 3)
 Raket, John (*of duresme*, 43, 44, 51)
 Rakett, William (10)
 Ranesworth, Henre (12)
 Richerdson, Thomas (*of Skutttes house*, 50)
 Robert, *Priour of Duresme* (36, 37)
 Robynson, John (*colihier of Gateshd*, 12)
 Robson, Johannet (wife of Robert Robson, 12)
 Robson, Robert (*of Gateshd*, 12)
 Rodes, Robert (10, 11, 55, 56)
 Rose, Thomas (*Vicare of Meryngton*, 2)

Santon, Thomas (of) (57)
 Sayer/Saier, John (*Esquier*, 33)
 Sayer/Saier, Katerin (daughter of John Sayer, 33)
 Shawe / Shaw, Sir John (*pretes*, 23)
 Shirwod, Thomas (49)
 Skepper, Thomas (23)
 Smyth, John (*potter*, 12)
 Spenser, William (*glower of darlyngton*, 29, 30, 32);
 Spensar, Wylliam (31).
 Stafford, John (8)
 Steyr, Willyam / Wylliam (*de Norton in Comitatu Dunelmo*,
husbondman, 46); Stere, William (47)
 Surtesse the elder, Thomas (*de Dedynsale in Comitatu*
Dunelmo, 51); Sutess *thelder*, Thomas (52); Surtess
thelder, Thomas (52)
 Surtesse the *yonger*, Thomas (51); Surtess *Ʒe yonger*,
 Thomas (52)
 Swan, Dan Jon (*Terrer of Duresme*, 40)
 Tempest, Dame Elianore (1)
 Tempest, Robert (*Esquyer*, 48, 49)
 Thome (*Priori ecclesie Cathedralis Dunelme*, 51); Thomas
 (*prior of the Cathedrall Church of Duresme*, 53)
 Thornton, Roger of (*esquyer*, 55, 56)
 Tillyall, William (*esquyere*, 18)
 Todde, John (*wryght*, 2)
 Todde, Robert (*of Lanchestre*, 2)
 Tomson, John (14, 15)

Tracy, Thomas (*pretes*, 23)
 Trolhope, John (*of Thornlawe*, 8); John/Johen Trolhope
 (*Esqwyer*, 9); John Trolhope *theldere* (*Esquier*, 33)
 Trolhope, John (son of John Trolhope, 9, 33)
 Turnour, John (*of Pittyngton*, 18)
 Turpyn, Nicholas (1)
 Vinfranille, Sir Robert (1); Vinfranill, Sir Robert (1)
 Walker, John (*de Mydrige in Comitatu Dunelmo, husbondman*,
 45)
 Walker, Stephan (12)
 Water, Alijs (12)
 Wattson, William (21, 22)
 Werdall, Robert (10, 11; *priour of fynkhal*, 39)
 Wille, Jenet (*widowe*, 21); Willy, Jenett (22)
 Willyam, Sir (Baron and Lord of Hilton, 14); William, Sir
 (15)
 William (*Priour of Coldyngham*, 5, 6, 7);
 William (*Prior of Durham*, 10, 11, 13, 14, 15)
 Wrenne, Thomas (*of Billeraw*, 50)
 Wryght, Sir Thomas (*paresch prystes of darlyngton*, 29, 31);
 Wryght, Syr Thomas (30); Wright, Sir Thomas (32)
 Wyndelston, John (16)
 Wyndelston, Thomas (16)

INDEX OF PLACES

The spelling given is that of the documents. Different spellings of the same place-name are under the same entry.

Abbreviations and superior letters are not recorded.

Numbers in bold refer to the documents.

Aldcambus (4)
Alde Malton (41)
Aykele (34, 35)
Baldynghop (49)
Barnard Castell (23)
Barneby Bossall (23)
Billeraw (50)
Billingham (10); Byllyngham (11)
Blynde well (14); Blyndwell (15)
Boldon (14, 15)
Boldon Felde (14, 15)
Boldon Hedes (14, 15)
Boldon Hill (14); Boldon Hyll (15)
Boldon Marsh (14); Boldon Marshe (15)
Boldon More (14, 15)
Boldon Short Acres (14); Boldon Shorte Acres (15)
Brakynbanke (24); Brakynbank (25); Brakenbank (26)
Brandon (50)
Brauncepath (16, 50); Brauncepethe (50)

Browne's Place (50)
 Burdon (27, 28, 29, 30, 31, 32); Burdone (30) *cf.* Mykyll
 Burdon
 Calfclose (53)
 Carlton (23)
 Carsop (38)
 Chekerland (48)
 Clayporthyate (10, 11)
 Coken (18); Cokyn (39)
 Coldingham (3, 5, 6, 7); Coldyngham (5, 6, 7, 13);
 Coldyngame (13)
 Cubblard land (14, 15)
 Dawcroftes (14, 15)
 Derlyngton (24, 26, 31, 32); Darlyngton (25, 29, 30, 31);
 Darlington (30)
 Dounhill (14, 15)
 Durem (1, 8); Duresme (2, 4, 5, 6, 7, 14, 36, 37, 43, 45,
 46, 47, 50, 51, 52, 53, 53); Durham (3, 4, 5, 7, 10,
 11, 13, 15, 18, 21, 22, 23, 41, 42, 48, 49, 50, 55,
 56, 57); Doresme (5); Dureme (8); Duresm (44)
 Ebyare (43, 44)
 Estfelde, þe (14); Est Felde, þe (15)
 Estmoorleys (54)
 Estryngton (57)
 Farthingslade (14, 15)
 Fery on the hill (50)
 Frankleyn (54)

Fynkall (18); Fynkhall (39, 54)
 Fyschburne (34, 35); Fyschbowrn (38)
 Gatshd (12)
 Gryndon (23)
 Gysburgh (41, 42)
 Gysburn (50)
 Haghton (24, 25, 26, 27, 28, 29, 30, 31, 32)
 Hauyng, the (43, 44)
 Haydens (53)
 Hebburn (17); Hebbourn (21); Hebburn (22, 53); Hebberne
 (53)
 Helay (55); Heley (56)
 Hertrepole (34, 35); hertrepoll (34, 35)
 Hilton (14, 15); Hylton (15)
 Honeden (57)
 Hopeway, (the) (14, 15)
 Houghe, the (43); Hoghe, þe (44)
 Hordayn burne (14); Hordayn burn (15)
 Horsleyhop (49)
 Howdens (53)
 Howlome (38)
 Inghland (2); Igland (12); England (33); Yngland (34, 35)
 Isehop (49)
 Jarrow Dyke (53)
 Kenthirne (40)
 Kirkmeryngton / Kirkemeryngton (16)
 Lanchestre (2); Langchestre (45, 49)

Lang Halfeacres (14); Langhalfacres (15)
 Lewod, þe (18)
 Lincoln (1)
 Lincolnshire (1)
 London (57)
 Merle Pott (14, 15)
 Meryngton (2)
 Middel, þe (14); Myddes, þe (15)
 Mydland /Myddilland, the (14, 15)
 Monkton (53)
 Mordon (8, 33)
 Moreclose (53)
 Mykyll Burdon (24, 25, 27, 51); Mykil Burdon (26); Mykill
 Burdon (28); Mekyll Burdon (29, 30, 31); Mykleburdon
 (32, 37); Mykle Burdon (33, 52)
 Neuton (54)
 Northcowton (40)
 Northheley (45)
 Northwastes (54)
 Ouirhedis (14); Ouyrhedis (15)
 Person Pece, þe (14, 15)
 Pilforth land (14); Pylforth lande / land (15)
 Pittyngton (18, 48)
 Powter Close (53)
 Prest Crofte (14); Preste Crofte (15)
 Rabye (49)
 Raynton (3)

Riklotlande / Riklotlandes (10, 11); Ryklotlande (11)
 Scotland (5, 6, 7); Scotlande (5, 7)
 Segefeld (23)
 Shelam (16)
 Shelys Milne (43); Sheles Myln (44)
 Skeyrne (34, 35)
 Skuttess House (50)
 Sortes garthe (19); Surteis garth (20, 28); Surtes Garth
 (27)
 Southheley (45)
 Stiklaw (14); Styklaw (15)
 Strudermedu / Stredermedo (12)
 Thornlawe (8, 9)
 Thorpe (23)
 Titletch (14); Titletche (15)
 Tyne (43, 44)
 Warderech / Wardereth (14); Warderech (15)
 West Auklande (41); Westaukland (41, 42, 48)
 Westfelde, þe (14, 15)
 Westmorland (50)
 Westmoorleys (54)
 Whedirburn (4, 5, 7)
 Whitehall (45)
 Witton (23)
 Wolueston (40, 46, 47)
 Wyllys Close (53)
 Wyndelston (16)

Wyneyard (2); Wynyerde / Wynyerd (2 3)

York (8, 40, 48); Yorke (23, 41, 42)

APPENDIX: COUNTY DURHAM MAP

Most of the place-names mentioned in the corpus are located in the County of Durham. Although many of them, mainly field-names, are not recorded in maps due to their locally restricted use, many other place-names can be found even today.

The following sources have been used to prepare the map provided:

An Historical Atlas of County Durham. 1992. Durham County Local History Society.

Ordnance Survey. 1:50 000. 1976. Southampton. (1st and 2nd series) (Sheets 87, 88, 91, 92, 93).

Speed, John. 1611. "The bishoprick and citie of Durham"
Scale: 3 1/2 in. to 8 miles. Size: 14 1/2 x 17 1/2 in.
(Inset: Plan of the city of Durham.).¹⁵⁵

The Modern County Atlas of England and Wales. 1889.
Edinburgh and London: W. & A. K. Johnston.

The Ordnance Survey Gazetteer of Great Britain. 1989.
London: Macmillan. (1st ed. 1987).

¹⁵⁵ Data provided by Ruth M. Turner's *Maps of Durham 1576-1872 in the University of Durham. A Catalogue.* Durham: G. Bailes & Sons, 1954.

- 1 Aykley Heads
- 2 Barnard Castle
- 3 Billingham
- 4 Boldon
- 5 Brancepeth
- 6 Brandon
- 7 Burdon
- 8 Carlton
- 9 Cassop
- 10 Darlington
- 11 Downhill
- 12 Durham
- 13 East Moor Leazes
- 14 Ferryhill
- 15 Finchale
- 16 Fishburn
- 17 Frankland Farm
- 18 Gateshead
- 19 Grindon
- 20 Hartlepool
- 21 Haughton Le Skeme
- 22 Hebburn
- 23 Hedley
- 24 Horsleyhop
- 25 Hylton
- 26 Jarrow
- 27 Kirk Merrington
- 28 Lanchester
- 29 Merrington Mill Farm
- 30 Monkton
- 31 Mordon
- 32 Newton
- 33 Pitlington
- 34 Raby Castle
- 35 Ranton
- 36 Sedgefield
- 37 Thornley
- 38 Thorpe
- 39 Tyne (River)
- 40 West Auckland
- 41 Whitehall
- 42 Wilestone
- 43 Witton
- 44 Wolviston
- 45 Wynyard

