RERUM BRITANNICARUM MEDII ÆVI SCRIPTORES,

OR

CHRONICLES AND MEMORIALS OF GREAT BRITAIN AND IRELAND

DURING

THE MIDDLE AGES.

19371.

THE CHRONICLES AND MEMORIALS

OF

GREAT BRITAIN AND IRELAND

DURING THE MIDDLE AGES.

PUBLISHED BY THE AUTHORITY OF HER MAJESTY'S TREASURY, UNDER THE DIRECTION OF THE MASTER OF THE ROLLS.

On the 26th of January 1857, the Master of the Rolls submitted to the Treasury a proposal for the publication of materials for the History of this Country from the Invasion of the Romans to the reign of Henry VIII.

The Master of the Rolls suggested that these materials should be selected for publication under competent editors without reference to periodical or chronological arrangement, without mutilation or abridgment, preference being given, in the first instance, to such materials as were most scarce and valuable.

He proposed that each chronicle or historical document to be edited should be treated in the same way as if the editor were engaged on an Editio Princeps; and for this purpose the most correct text should be formed from an accurate collation of the best MSS.

To render the work more generally useful, the Master of the Rolls suggested that the editor should give an account of the MSS. employed by him, of their age and their peculiarities; that he should add to the work a brief account of the life and times of the author, and any remarks necessary to explain the chronology; but no other note or comment was to be allowed, except what might be necessary to establish the correctness of the text.

The works to be published in octavo, separately, as they were finished; the whole responsibility of the task resting upon the editors, who were to be chosen by the Master of the Rolls with the sanction of the Treasury.

The Lords of Her Majesty's Treasury, after a careful consideration of the subject, expressed their opinion in a Treasury Minute, dated February 9, 1857, that the plan recommended by the Master of the Rolls "was well calculated for the accomplishment of this important national object, in an effectual and satisfactory manner, within a reasonable time, and provided proper attention be paid to economy, in making the detailed arrangements, without unnecessary expense."

They expressed their approbation of the proposal that each Chronicle and historical document should be edited in such a manner as to represent with all possible correctness the text of each writer, derived from a collation of the best MSS., and that no notes should be added, except such as were illustrative of the various readings. They suggested, however, that the preface to each work should contain, in addition to the particulars proposed by the Master of the Rolls, a biographical account of the author, so far as authentic materials existed for that purpose, and an estimate of his historical credibility and value.

Rolls House,
December 1857.

Year Books

OF THE REIGN OF

KING EDWARD THE FIRST.

YEARS

XXI AND XXII.

Year Books

OF THE REIGN OF

KING EDWARD THE FIRST.

YEARS

XXI AND XXII.

EDITED AND TRANSLATED

BY

ALFRED J. HORWOOD,

OF THE MIDDLE TEMPLE, BARRISTER-AT-LAW.

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PREFACE.

PREFACE.

THE Reports in this volume are taken from the fine Manuscript (Dd. 7. 14) in the University Library at Cambridge, which furnished the Reports printed for this series in the year 1866.

Numerous points of interest occur in going through these early law reports. Constructions of the important Statutes *De Donis* and *Quia Emptores* are given at pp. 320 and 640.

Three several cases notice the franchises of Wemme (p. 48), Cambridge (p. 54), and Yarmouth (p. 230). The *Pixies field* in Wemme was evidently so called from being supposed to be the resort of fairies.

The Middlesex Iter Reports begin at p. 301. The justices sat in the Strand, not far from Temple Bar. In the Liber Custumarum (p. 293, ed. Riley), we find under the date 22 Edw. I. this entry, in Latin:—"In this " year, in the Quinzein of St. Martin, the itinerant " justices sat outside London, at the Stone Cross in the " house of the Bishop of Coventry, in the county of " Middlesex." William de Langton, afterwards Bishop of Coventry and Lichfield (sometimes called Bishop of Chester), and for some time the King's Treasurer, built the house in the Strand called Chester House, and it was at his house that the justices sat. It was near the Maypole in the Strand (see Blount's Fragmenta Antiquitatis, p. 109, 4to. edn.). Maypole Court still exists.

In a former volume it was suggested that the clerks who framed the inrolments in Latin from proceedings

conducted in law-French were obliged to forge Latin words. At p. 217 of this volume it will be noticed that the corrector of the manuscript has altered the word *mour* (sometimes *meaur* or *meur*) into *meylur*. The probability is that the *jus merum*, commonly translated *mere right*, is only an attempted translation of *meur dreit*, *i.e.*, the better right. Again, at p. 221, line 3, *le pée* of a fine is vouched. In our law books the document is usually referred to as the *foot* of the fine. Now, in the law-French reports and tracts it is written *la pée* or *la pés* (Lat. pax or concordia), most usually the latter, which has the same sound with *paix*. In the tract called "Modus levandi fines," usually called the statute 18 Edw. I. stat. 4, the direction is that when the fine was proclaimed in the Common Pleas the justice shall say, *Criez la pees* (*i.e.*, proclaim the peace, or concord); and the countor (serjeant) is to read the concord, saying, *La pees est ycele*, &c., setting out the terms of the agreement between the parties. What is called the *foot* of the fine is the final concord or *peace* thus proclaimed in court, beginning, *Hæc est finalis concordia*, of which a form may be seen at the end of the second volume of Blackstone's Commentaries.

Remarks on surnames occur at pp. 248 and 332; and at p. 318 is a notice of the different values of inrolment when it is part of a proceeding, and when it is only for safe custody of a document.

In a case at p. 338 the Abbot of Westminster produced a charter of King Edward the Confessor, granting the manor of Staines, in Middlesex. In 1836 the late Mr. Samuel Bentley printed an Abstract of a Cartulary of Westminster Abbey then in his possession; the charter in question is there No. 45, and the original is in the possession[1] of the Dean and Chapter. The warder of the gate of the Abbey was also keeper of the prison there.

[1] This was kindly communicated to me by Mr. Burtt, one of the Assistant Keepers of Public Records.

It was once doubtful whether an advowson could be purchased without land accompanying it. At p. 396 is the doubt; at p. 610 the doubt is removed. On this point reference may be made to Britton (vol. I. p. 267, ed. Nichols).

Decisive evidence of the liberal education of Chief Justice Metingham is at p. 73, where he cites (through a Latin translation) a passage from Porphyrius.

A counsel at p. 480 adjures St. Nicholas, evidently as the patron saint of lawyers; in Shakspere's time "St. Nicholas's clerks" were some degrees lower in the social scale. Another swears by his hood (p. 211). The bar has never been wanting in *humour;* the very apposite Scriptural quotations at pp. 436 and 448 were doubtless then thought no more out of place than the grotesque sculptures in an early English church.

But while counsel made mirth, the jurymen had to take heed to their ways. The threat of imprisonment and starvation until the morrow (p. 272) caused a speedy and appropriate verdict.

The next volume of these Reports will comprise the years 33rd, 34th, and 35th Edw. I., being the last years of his reign.

ALFRED J. HORWOOD.

ERRATA AND CORRIGENDA.

Page 68, line 9, transpose the *your* and *our*.
„ 69, „ 7, transpose the *vos* and *nos*.
„ 74, „ 10, for *brought* read *is brought*.
„ 92 and 93, in the case of Dower, 4th line, for *yours* and *vostre* read *ours* and *nostre*.
„ 129, line 11 and line 16, the MS. has *vostre*, but *nostre* seems the right reading.
„ 188, line 17, let *after* be the 5th and not the 2nd word.
„ 194, „ 13, for *Roger* must be read *Richard*.
„ 202, „ 2 from foot, for *chattels* read *lay chattels*.
„ 262, „ 12, for *her* read *his*.
„ 264, „ 20, for *named* read *not named*.
„ 297, „ 9 and 10. The scribe has written Adam instead of B.
„ 316, „ 6 from foot, for *D.* read *N.*
„ 342, „ 5, for *Edmund* read *Edward*.
„ 349, „ 10 from foot, the comma should be after *les*.
„ 388, „ 3 from foot, for *C.* read *E.*
„ 396, „ 3, for *the manor* read *one acre*.
„ 454. The last line for this page is by accident at the bottom of the opposite page.
„ 514, line 17, after the word *tried*, add *in a plea of Debt*.

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PLEAS IN THE COMMON BENCH,

EASTER TERM,

XXI. EDWARD I.

PLEAS IN THE BENCH

IN

EASTER TERM IN THE 21ST YEAR OF THE REIGN OF KING EDWARD.

A.D. 1293. Debt.

§ One Adam brought a writ of Debt against B. for sixty shillings for land that he had sold to him for the sixty shillings. — *Mutford.* Sir, we tell you that he enfeoffed us of the said land by this Charter which states that he was paid beforehand the sixty shillings which he now demands, and on the same contract; wherefore we pray judgment.—METINGHAM. Do you wish to say anything else?—*Mutford.* What have you to show the debt?—*Asseby.* Good suit.—*Mutford.* Sir, that he owes him a penny or a farthing as he demands, he (B.) denies against him and against his suit, and he is ready to make [his law] whenever the Court adjudges. —Therefore to Law.

Case.

§ One Adam enfeoffed one B. and Joan his wife of land in fee simple to them and to their heirs. Afterwards B. and Joan brought a writ of Warranty of Charter against Adam; Adam came into court and recognised the tenement comprised in the writ to be the right of B. and Joan, as that which they had of his gift; to have and to hold to B. and to Joan and to the heirs of B.; and on that recognition a Fine was levied. Afterwards, B. died; and Joan took another husband named Richard. Richard alienated the tenement and then died—wherefore—

Joan brought the Cui in Vita against the tenant, and

PLACITA DE BANCO

DE

TERMINO PASCHALI ANNO REGNI REGIS EDWARDI XX° PRIMO.

§ Un Adam porta bref de dette ver B. de[1] .lx. s, pur tere ke yl ly aveyt vendu pur les .lx. s.—*Mutford.* Sire, nus vus diom ke yl nous feffa de meime la tere par cete Chartre, la quele veut en sey ke yl fut paye devant meyn de le .lx. s. ke yl ore demande e pur meime le contract; dunt demandom Jugement.—METINGHAM. Volez autre chose dire? — *Mutford.* Quey avez vous de la dette? — *Asseby.* Sute bone.—*Mutford.* Sire, ke nul dener ne ferthing ne ly deyt ausi cum yl lui demande yl defent encontre ly e encontre sa sute, e prest est a fere [sa ley] qant ke le court agarde.—Ideo ad legem. A.D. 1293. Dette.

§ Un Adam enfeffa un B. e Jone sa femme de une tere simplement a eus e a lur heyrs: pus apres B. e Jone porterunt bref de Garranti de chartre ver Adam; Adam vynt en curt e reconut le tenement contenu en le bref estre le dreyt B. e Jone cum ceo ke yl unt de sun doun, a aver e a tenyr a B. e a Jone e a les heyrs B.; e sur cele reconisance se leva une fyn: pus morut B., e Jone prit autre barun, Ricard par nun; Ricard aliena meime le tenement e pus morut; pur quey Casus.

Jone porta le cui in vita contradicere non potuit

[1] MS. dy.

A.D. 1293. counted that it was her right, and of which she was seised in her demesne as of fee and of right, and into which &c. unless by Richard the husband of Joan, whom &c.—*Gosefeld.* Sir, she demands the land comprised in her writ as her right, and says that she was seised in her demesne as of fee and of right; Sir, we tell you that she never had anything in the tenement except a freehold for term of life, by this Fine; therefore we pray judgment if on this demand she ought to be answered. —*Mutford.* Sir, we say that one Adam enfeoffed the said Joan and B. her husband of the same tenement, to hold to them and to their heirs in fee simple, by this charter; wherefore after the death of B. all the right remained in the person of Joan. Joan took another husband, Richard by name, who alienated it to this tenant; and this we will aver; so that she remained continuously seised before the Fine and at the time of the Fine and after the Fine; ready, &c.—*Gosefeld.* We will aver that you entered by the Fine, and not by the Charter; ready &c. — METINGHAM. Will you receive the averment or not? he has sufficiently answered you. — Mutford was obliged to receive the averement; [and he said] that she entered by Charter and not by the Fine, ready to aver &c.—Therefore to the Country.

Wardship. § One Adam brought a writ of Wardship against Eleanor, and demanded the wardship of the body of John the son of Eleanor, by reason that the father of her son John, the husband of Eleanor, held of him by knight's service.—*Eleanor.* Sir, we tell you that we have nothing in the wardship, nor do we claim anything; Judgment of the writ; but one Viviene our mother is seised of the wardship of his body, so that we have nothing; ready &c. — *Warwick.* Sir, this is similar to a plea of non-tenure; and we will aver that she was

ver le tenant, e cunta ke ceo fut son dreyt, e dunt ele meime fut seysie en sun demeyne cum de fee e de dreyt, en le queus e &c. si nun par Ricard barun Jone a ky &c.— *Gosefeld.* Sire, ele demande la tere contenu en son bref cum son dreyt, e dyt ke ele memes fut seysye en sun demeyne cum de fee e de dreyt; Sire, nus vus dium ke ele naveyt unkes rens en le tenement fors franc tenement a terme de vye, par cete fyn; dunt demandom Jugement si a cele demande deive estre respundu. —*Mutford.* Sire, nus dium ke un Adam enfeffa memes cety Jone e B. son barun de meime le tenement a eus e a lur heyrs simplement par cete chartre; dunt apres la mort B. tut le dreyt demurra en la persone Jone. Jon prit autre barun, Ricard par nun, ke aliena la chose acety; e ceo volum averer; issi ke ele demorra tote veyrs seysie devant la fyn e en la fyn e apres la fyn; prest &c. — *Gosefel.* Nus volum averer ke vus entrates par la fyn e nent par la chartre; prest &c. — METINGHAM. Volez le averement ou nun? ke yl vus respunt asez.—Covendreit ke *Mutford* resevat le averrement; ke ele entra par chartre e nent par la fyn, prest de averer.—Ideo ad patriam. A.D. 1293. Cui in vita.

§ Un Adam porta bref de Garde ver Elianore, e demanda la garde de le cors un Jon le fiiz Elianore, par la resone ke le pere Jon sun fiiz, barun Elianore, tynt de ly par service de chivaler. —*Elianore.* Sire, nus vus dium ke nus ne avum ren en la garde, ne ren ne clamum; Jugement du bref; mes une Vivyne nostre mere si est seysy de la garde sun cors, issi ke ren ne avum; prest.—*Warwyke.* Sire, ceo est ausi cum un nun tenue; e nus volum averer ke ele fut Garde.

A.D. 1293. seised of the wardship of his body and had the nurture of him on the day when our writ was purchased, although she has since devested herself thereof; ready &c.—*Mutford.* You ought not to get to that; inasmuch as you demand only a chattel and not the freehold.—*Warwick.* This is a writ of Right, which will be terminated on the Right; judgment if we can not get to this averment.—METINGHAM. Receive the averment. —*Mutford.* Not seised of the wardship of his body on the day when the writ was purchased, ready, &c.—Therefore to the Country.—But in this case, although the Inquest pass against Eleanor, Adam will not recover the wardship against Viviene but [against] Eleanor.

Mesne. § Note that, although a man enter into Acquittance in a Court which does not bear record, yet not for that shall he be bound again to acquit him. But if he once enter into Acquittance in a Court which bears record, he shall be always bound to acquit him; but not otherwise, unless he have a specialty whereby he is bound. And this exception " Sir, inasmuch as he does not per- " form to us the services from which we ought to acquit " him against B., we pray judgment if we are bound " to acquit"—is not a bar. It is the same if he be vouched to warranty without a charter: because although he may have previously warranted in a Court which does not bear record, yet not for that shall he be bound, unless he have previously warranted in a Court which bears record; because then he is bound always to warrant.

Debt. § Note that, if one demand a debt by virtue of a writing in which is put the date of the Incarnation of our Lord, he ought to say in his count the year of our Lord one thousand two hundred &c. And moreover, he ought in his count to say the twenty-first year of the reign of our lord the present King Edward &c.

seysie de la garde de sun cors e aveyt la nurture le jor de nostre bref purchace, coment ke ele se ad puys demys; prest &c.—*Mutford.* A ceo ne devez avenyr, desicum vus ne demandet for chatel, e nun pas franc tenement.—*Warwyke.* Ceo est un bref de dreyt ke serra termine en le dreyt; Jugement si a tel averement ne pussum avenir [1]. — METINGHAM. Resevez le averement. —*Mutford.* Nent seysie de la garde de sun cors le jour del bref purchase, prest &c.—Ideo ad patriam.—Mes en ceo cas, tut die lenqueste encontre Elianore, Adam ne recovera nent ver Viviene la garde, mes Elianore. A.D. 1293.

§ Nota, tut entre un home en aquitance en curt ke ne porte nul record, pur ceo ne serra yl nent lye autrez fete pur ly aquiter; mes sy yl entra une feez en la quitance en curt ke porte record, yl serra touz jors tenu pur ly aquiter; e autrement nent, sy yl neyt especiale par quey yl est oblyge: exceptio—Sire, desicum yl ne fet pas a nus les services des queus nus ly dussum ver B. aquiter, demandom Jugement si nus seum tenuz a la quitance. Ista exceptio non obstat. Eodem modo est si vocetur ad warrantiam sine carta; quia quamvis eum prius warrantizavit in curiâ quæ recordum non habet, non propter hoc ligatur, nisi prius warrantizet in curia quæ portat recordum; quia tunc tenetur semper ad warrantiam. Meen.

§ Nota, si un home demande dette par escrit en le quel est mis la date del incarnacion nostre seygnur, yl deyt cunter le an nostre seygnur myle e ij.C. &c. E estre ceo, deyt yl cunter le an du regne nostre seygnur le Roy Edward de ore est xx. prime &c. Dette.

[1] MS. averer.

A.D. 1293. Replegiare. § Note that, if a man who is seised of rent by the hand of his tenant lease that rent to one B. for the term of ten years (or more or less), and the tenant on that assignment attorns to him and does fealty to him and pays to him the rent; the said B., if the rent be in arrear for any term, can not distrein the tenant for the arrears out of his fee without a specialty from the lessor who has power to grant the right, to wit, that he may distrein the tenement although it be not within his fee.— (All this is true, unless by the custom of some vill or place it be lawful for him in such a case to distrein without, viz. although he does not bind the tenement to distress by that special clause inserted in his writing.)

Note. § If a man wishes to put forward the exception of vileinage, he ought not to deny the words of Court; for if he should deny the words of Court against him, as against a free man, he thereby would grant that the person is answerable; so that after the defense he would not be received to this exception; but immediately after the count he ought to say thus, — Sir, he ought not to be answered; for he is my vilein.

Note. § If one Adam be vouched to warranty by B. in respect of a tenement, and Adam say, Sir, we tell you that such an one gave the same tenement to such an one my father and to such an one my mother and to the heirs of their two bodies begotten, whereby I have an action in respect of the same tenement; and if I were to enter into warranty I should be foreclosed; and I pray judgment inasmuch as I have an action in respect of the same tenement if I ought to warrant: and if B. then say, What have you to shew the form of the gift? and Adam say, Good matter in pais; he shall not be received thereto without a specialty shewing the form of the gift; nor can he thereby rid himself of the warranty unless he have something in hand to show the form.

§ Nota, si un home ke est seysy par my la men sun tenaunt de une rente lesse cele rente a un B. a terme de x. anz, ou plus ou meyns, e le tenaunt par sun assignement atturne[1] a ly e face feute a ly e rende a ly la rente, cety B, si la rente seyt arere de akune terme, ne put pas destreindre le tenaunt pur les arrerages hors de sun fee sanz especialite de le lessor ky pouer en out de ce graunter, saver ke yl pout destreindre le tenement tot ne seyt yl en sun fee. Hoc totum verum est, nisi ex consuetudine alicujus villæ vel loci licet sit ei in tali casu distringere sine, scilicet quamvis non obligat tenementum ad districtionem illa separali clausula posita in scripto suo. A.D. 1293. Replegiare.

§ Si un home vodera mettre avant excepcion de villenage, yl ne deyt pas defendre le moz de la curt; kar sy yl defendisit le moz de la curt ver ly cum vere franc home, entant grantat yl ke la persone fut responable; issi apres la defence ne serreyt yl mie ressu a cel excepcion: mes dirra issi tant tot apres le cunte cunte, Sire, yl ne deyt estre respondu, ke yl est mun vyleyn. Nota.

§ Si un Adam seyt vouche a garrantye de un tenement par B., e Adam dye, Sire nus dium ke un tel dona memes le tenement a un tel mun pere e a une tel ma mere e a les heirs de lur deus cors engendrez, par quey jeo ay accion a meme le tenement; e si jeo entrace en la garrantye si serrey jeo forsclos; e demande jugement, desicum jeo ay accyon a meme le tenement, si jeo dey garrantye: si B. die dunke, Quey avez de la fourme de don? e Adam die—Bon pays; yl ne serra poynt ressu sanz especialite de la forme de dùn; ne par tant ne se put yl desavoluper de la garrantye sy yl neyt en poyn[2] de la forme. Nota.

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[1] MS. returne.

[2] MS. poynt.

A.D. 1293. Replegiare. § Note that, in the Replegiari, the plea ought not to proceed whilst he who took the beasts is seised of what he took; and therefore at the commencement he ought to gage the deliverance to the party, and afterwards answer to the avowry, and not before.

§ Note that, if one Adam be at first enfeoffed by B. of an acre of land to hold of him and of his heirs by escuage, and then afterwards be enfeoffed of another acre of land to hold of C. &c. by knight-service, if Adam then deliver up to B. or to his heir after him the land that B. gave to him, and afterwards purchase the same back after that he was enfeoffed by C. to hold by knight-service so that the priority of the first feoffment be changed into poteriority; in this case, if Adam die leaving his son under age, C. or his heir shall have the wardship and not B. or his heir; and they made the averment thus,— Sir, we tell you that the ancestors of the infant, the wardship of whom is demanded, were first enfeoffed by our ancestors before the feoffment by C.'s ancestors, without changing the estate, ready &c.—And the other said that he changed his estate and delivered up the land to B. after that he was enfeoffed by C., and that then he purchased back the land from the said B., ready &c.

Annuity. § Note; a Prior brought a writ of Annuity against the parson of the Church of N., and demanded twenty-four marks for the arrears of an annual rent of eight marks by the year, by reason of a plea of the advowson of the church of N. which was made in Court Christian in the time of King John, between one Adam predecessor of the Prior the demandant, and one John de C. the deforceant, wherein the predecessor of the Prior acknowledged the right of the advowson to belong to John de C. and to his heirs; for which acknowledgement the said John granted to the aforesaid Prior,

§ Nota en le Replegiari play ne deyt estre demeynters ke cely ke prit les avers est seysy de la prise ; e pur ceo a commencement apres sy deyt gager la deliverance a la partie e pus respundre a levouerie e nent avant. A.D. 1293. Replegiare.

§ Nota, si un Adam seyt feffe a deprimes par escuage de une carue de tere par B., a tenyr de ly e de ses heyrs, e pus apres seyt feffe de un autre carue de tere par service de chivaler a tenyr de C. &c., si Adam dunke delivere sus a B. ou a sun heir apres ly cele tere ke B. luy dona, e pus purchase memes cel arere apres ceo ke yl esteit feffe de C. par service de chivaler, issi ke la priorite de feffement seyt change en pusterite ; en ceo cas si Adam murge, sun fiiz deinz age, C. ou sun heyr avera la garde e nent B. ou son heyr : e furent issi a laverement, Sire nus vus dium ke les ancestres lenfant de ky la garde est demande fut primes feffe de nos ancestres eins ke de les ancestres C., sanz changer estat, prest &c. ; e lautre ke yl changa sun estat e livera sus la tere a B. apres ceo ke yl esteyt feffe par C., e pus purchasa arere de B. meme le tere, prest &c.

§ Nota ; un Prior porta bref de annuele rente ver la persone de la Eglise de N., e demanda .xxiiii. mars de arrerages de une annuele rente de .viii. mars par an, par la resone de un play de la avoueson de la Eglise de N. ke fut en la curt christiene en tens le Roy Jon parentre un Adam predecessor le Prior demandant e un Jon de C. deforciant, issi ke le predecessor le Prior reconut le dreyt de lavoueson estre a Jon de C. [e] a ses heyrs ; pur la quele reconisance memes cely Jon granta a lavandyt Prior predecessor cety Prior e a sun Annuele rente.

A.D. 1293. predecessor of this Prior, and to his Convent, and to his church of N., by the will and assent of the Bishop of the diocese, eight marks of rent, to be received from that church by the hand of the parson of the church, whoever he was, for ever; of which rent Prior Adam his predecessor was seised by the hand of Walter who was then parson, (and so on of the others,) until ten years ago when such a parson, predecessor of this one, withheld it tortiously and to his damage &c.—*The Parson.* Sir, we are men of Holy Church, and the rent is demanded from Holy Church; wherefore Sir, we think that he is not answerable in this Court, and we pray judgment if &c.—*Heyham.* You yourselves brought the Prohibition because we pleaded in the Court Christian; wherefore we plead here. Judgment if you ought not to answer.— METINGHAM. Answer.— *The Parson.* Sir, we pray aid of the Bishop and of the Patron.—*Heyham.* You ought not to have aid; for the reason that it was by their will and their assent that the church was charged; and we were seised by &c. Judgment if aid &c.—*The Parson.* Sir, we found our Church discharged. Judgment if without the Bishop and the Patron we ought to answer, and if we ought not to have aid.—*Heyham.* And we pray judgment. METINGHAM.

§ Note. One Adam made an attorney in the King's Court, and afterwards made an essoin without making mention of the attorney; by reason whereof the essoin was challenged, and the challenge was put at the head thereof; and judgment passed on it, and it was adjourned. At the next day came the party and prayed judgment of Adam's default, and held outright to the default. Adam vouched the Roll that when the essoin was made he had not made an attorney, but that he had done so after the essoin was made, adjudged and adjourned. And the other side said the contrary. It was found

Cevent e a sa Eglise de N., par assent e la volunte le Eveske de leu, .viii. marche de rente a resevere de cel Eglise par my la mein la persone de la Eglise, ky ke yl fut, a tout jors; de la quele rente le Prior Adam, predecessor cety, seysi par my la meyn un Water ky adunke fut persone, et sic de aliis, jekes ore a .x. anz ke un tel persone, predecessor cety, sustret atort e a damage &c. — *La persone.* Sire, nos sums gent de Seinte Eglise, e la rente demande de Seynt Eglise; par quey Sire, nus entendom ke yl neyt pas responable en ceo curt; e demandom jugement si &c.—*Heyham.* Vus meimes portates la prohibicion pur ceo ke nus pledames en la Curt Christiene; par quey nus pledum issi. Jugement si vus ne devez respoundere.—METINGHAM. Responez.—*La persone.* Sire, nus prium eyde de leveyke e de le patron.—*Heyham.* Eyde ne devez aver; par la resone ke par lur volunte e lur assent sy fut la Eglyse charge; e nus seysi par my &c.; Jugement sy eide &c.—*La persone.* Sire, nus trovames nostre Eglise decharge. Jugement si sanz le Eveke e le patron deive respoundere, e sy eide ne deive aver.—*Heyham.* E nus jugement.—METINGHAM.[1] A.D. 1293.

§ Nota: un Adam fit atorne en la curt le Roy, e pus fit essone sanz mencium fere del aturne; par quey le essoine fut chalange, e le calumpnant est mys sur la teyte, e pus jugge[2] e ajorne: al autre jour vint la partie e demanda jugement de la defaute Adam, e se prit atrenche a la defaute. Adam voucha roule ke a cel oure ke le essoine fut fete naveit yl fet nul attorne mes apres la essoine fete jugge e aiorne: E lautre le revers.

[1] The MS. does not give the judgment.

[2] An early corrector has converted this word into "juggement."

A.D. 1293. that he had then an attorney; wherefore he was found in default. But if the essoin had not been challenged, a default would have been adjudged, even if the attorney had been essoined.

§ Note, if the defendant purchase a Pone to remove the plea, and the Pone contain this clause, "let execu- " tion of that writ be done if the cause be true;" in this case if the cause be false, and the Sheriff return the Pone and say that the cause is false, he shall be amerced because he returned the Pone; but in this case he ought to retain the Pone (or the Recordari), and certify the Court by Bill that the cause is false; and then the parties shall plead on in the County Court, and the Sheriff shall not be amerced: and if the plea be removed with the Pone they shall plead without trying the cause. And if the Sheriff return otherwise than that the cause is false, he shall be amerced.

Voucher. § Note. One Adam enfeoffed one B. his eldest son of land jointly with Cecily his wife, to hold to them and their heirs, or to them and the heirs of their two bodies begotten; Adam died; B. entered upon his heritage. B. and Cecily were impleaded for the carucate of land of which they were enfeoffed by Adam father of B. the husband.—*Mutford.* Sir, B. de N. and Cecily his wife vouch to warranty, by aid of this Court, B. de N. son and heir of Adam de N., to be summoned in the County of * * *.—*Warwick.* Inasmuch as he vouches himself to warranty, and is present at the bar, we pray judgment.—*Mutford.* He and his wife vouch together; because she can not vouch without him; and if she can not vouch and were to lose, she would not recover in value from her husband. Judgment if the voucher be not good; and we pray that he may be summoned. —At the next day, *Warwick* said, Sir, inasmuch as he

Trove fut ke yl aveyt atorne a cel oure; par quey fut trove en un defaute. Mes si la essoine nut poynt este chalange, nule defaute ut este agarde, tot fut le atorne essonee. A.D. 1293.

§ Nota, si le defendant purchase un Pone a remuer[1] la parole, e cele par la ou cete clause est en le Pone—"fiat executio istius brevis si causa sit vera," en ceo cas si le cause seit fause, e le vicunte retorne le pone, e die ke la cause seyt fause, yl serra amercye pur ceo ke yl retorna le pone; mes en ceo [cas] yl tendra le pone ver ly ou le Recordari, e certefiera la Curt par byle ke la cause eyt fause, e dunke plederunt yl avant en le cunte, e le vicunte ne serra poynt amercye: e si la parole seyt remue[2] od le pone, yl plederunt sanz trier la cause. E si le vicunte retorne autrement ke la cause seyt fause, yl serra amercye.

Nota, un Adam enfeffa B. sun fiiz eyne de une terre ensemblement ad Cecilie sa femme, a eus e a lur heyrs, ou a eus e a lur heyrs de lur deus cors engendrez. Adam morut; B. entra en sun heritage. B. e C. furent enplede de la carue de tere de la quele furunt feffes par Adam pere B. sun barun.—*Mutford.* Sire, B. de N. e C. sa femme vouchent a garrantye par eyde de cete court B. de N. fiiz e heyr Adam de N., e serra summonz en le cunte. . . . .[3]—*Warr.* Sire, desicom yl vouche sei meymes a la garrantye, e est present a la barre, demandum jugement.—*Mutford.* Yl e sa femme vouchent ensemble; pur ceo ke ele sanz ly ne put voucher; e si ele ne pout voucher e perdesit, ele navereyt point a la value de sun barun. Jugement si le voucher ne seyt bon; e prium ke yl seyt summounz.—*Warr.* Voucher.

[1] MS. rennuer.
[2] MS. rennue.
[3] The MS. has the word *Mutford* by mistake for the name of the county.

A.D. 1293. was yesterday present here before you when he vouched, we do not think that he ought to be summoned.—*Mutford.* He was here as party to the plea, and not in the capacity of vouchee: and inasmuch as he was not summoned as one who is vouched, we pray that he may be summoned. For it may be that he has at home a quitclaim or some other thing on his behalf which he has not here with him; and it would be a hardship for him to be obliged to answer without it.—*Warwick.* He himself is impleaded; so he ought to know that he should have had with him his muniments and other things which might avail him.—METINGHAM adjudged that the voucher was good, and that he should be summoned. —But if he alone had been enfeoffed, he could not have vouched himself.

Entry "ad terminum qui præteriit."

§ One Adam delivered to B. a piece of land by way of mortgage for a sum of money, on condition that if he (Adam) paid the money by a certain day he should have back the land, but if not that the land should remain to B. in fee, to hold to him and his heirs and assigns; and executed a good writing and a good charter to that effect. At the day appointed he tendered the money to B, and B. refused it. — *Hyham.* What have you to shew the term? — *Asseby.* What have you to shew the fee?—*Hyham.* See here the charter.—*Asseby.* See here the writing shewing the term; and we are willing to aver that the writing and the charter were both delivered on the same day; so that, the entry which you had, you had on the form of the writing and not on the form of the charter, ready &c.—[*Hyham*]. Sir, he entered by the charter, and not by the writing; and the charter was made during the term, and was not delivered to him on the same day that the writing was delivered. And on the other hand, Sir, in order to affirm the charter, he, afterwards and whilst we were in seisin, released and quitclaimed to us all his right; and we

(al autre jor). Sire, desicom yl fut present devant vus issi heyr qant yl voucha, ne entendum pas ke yl serra summounz. — *Mutford.* Yl fut issi cum partie a play, e nent cum cely ke fut vouche: e desicum yl ne fut nent summunz cum cely ke fut vouche, nus priom ke yl seyt summounz: kar yl put estre ke yl ad al outel quiteclame ou autre chose pur ly ke yl nad pas issi; e sy yl respundreit sanz ceo, serreit duresse.— *Warryke.* Yl memes est enplede; par quey yl dut saver ke yl dut aver od ly ces munimens e autre choses ke ly poient valer.—METINGHAM agarda le voucher bon, e ke yl fut summunz: mes sy yl memes ut este feffe soul, yl ne pout pas sey meymes aver vouche. A.D. 1293.

§ Un Adam bayla a B. une tere en morgage pur un soume de deners, issi ke sy yl ly payat a un certeyn jor ke yl avereit sa tere; si nun, ke la tere demoreyt od B. en fee a ly e a ses heyrs e a ses assignes; e de ceo ly fit bon escrit e bone chartre; a jor assigne yl luy tendy ces deners, e yl les refusat.—*Hyham.* Quey avet de terme? — *Asseby.* Quey avet de fee? — *Hyham.* Veez issi chartre.—*Asseby.* Veez issi escrit de terme; e nus volum averer ke le escrit e le chartre furunt amedeuz liverez a un jor; issi ke le entre ke vous aviez si aviez par la forme del escrit, e nent par la chartre, prest &c.—[*Hyham.*] Sire, yl entra par la chartre e nent par le escrit; e la chartre fut fete deinz le terme e nent meyme le jor livere a ly ke le escrit fut livere. E de autre part, Sire, pur afermer la chartre, pus apres en nostre seysine yl nous relessa e quiteclama tot sun dreyt; e demandom Jugement sy, encontre sun fet de- Entre ad terminum qui preteriit.

A.D. 1293. pray judgment if, in opposition to his own deed, he can demand anything.—*Sutton.* Those are two peremptories; hold you to the charter or to the quitclaim?—*Hyham.* Sir, the quitclaim confirms the charter; therefore I may have both.—METINGHAM. You shall not have both.—*Hyham* held to the quitclaim.—The other side traversed, saying that it was not his deed.—So &c. —But if he had not tendered the money at the appointed day, even if the charter and the writing had been delivered on the same day, he could not have recovered anything.

Replegiare. § One Adam brought the Replegiari against B., saying that he had taken his beasts in the common pasture of N., tortiously, &c. B. avowed the taking good in that common pasture; for the reason (said he) that we hold one carucate of land in N., to which a search in that common pasture is appendant, and of which search we have been and still are seised; and that more beasts have been put on that common pasture than ought to have been put there; and that, for the beasts of those who ought not to common there, B., by reason of his land which he holds in the aforesaid vill ought to search that common and impound the beasts which ought not to common there; and that he (Adam) turned more on than ought to be there; so, the said B., by such an one his bailiff, caused the common to be searched, and, for that he found more beasts on that pasture than ought to be there, he took them and impounded them, for the reason that he himself has been seised of the search as appendant to his frank-tenement in N.; and thus he avows, &c.—*Adam.* Sir, we tell you that the soil of the common is ours, being in the precinct of our lordship; and that the search is appurtenant to our manor of C., and that our ancestors before us have been seised of that search as appurtenant to their manor, ready, &c; and we pray judgment, inasmuch as the soil is ours and within the

mene, reen pusse demander.—*Sottone.* Ceo sunt deus paremptories: tenez vus a la chartre ou a la quiteclame.—*Hyham.* Sire, la quiteclame conferme la chartre; par quey jeo averey le un e le auter.—METINGHAM. Vus ne averez nent amedeuz.—*Hyham* se prit a la quiteclame—.Lauter traversa ke ceo ne fut pas sun fet.—Ideo &c.—Mes sy yl nut pas tendu les deners a sun jor, tot ussent [este] la chartre e le escrit livere a un jor, yl ne poeit ren aver recovery. A.D. 1293.

§ Un Adam porta le replegiari ver B., ke atort aveit pris ces avers en comune de pasture de N. atort &c. B avoua la prise bone en cel comune de pasture; par la resone ke nus tenum une carue de tere en N., a la quele un cerche en cele comune de pasture est apendant, e de quele cerche nus avum este seysy e uncore sumes; issi ke plus des avers seient mys en cele comune de pasture ke ne deivent; e des avers ceus ke leinz ne deivent comuner ke B. par la resone de sa tere ke yl tent en la vyle avantdyt deyt encercher cele comune e enparker les avers ke ne deivent leins comuner; e ke yl torne plus leinz ke estre dussent; dunt memes cety B., par un tel sun serjant, fit encercher cele commune, e pur ceo ke yl trova plus des avers ke ne dussent estre en cele pasture, e yl les prit e les enparca, par la resone ke yl ad meimes este seysy del cerche cum appendant a sun franc tenement en N.; issi avoue yl &c.—*Adam.* Sire, nus vus dium ke le soyl de la commune est nostre, de la purceynte de nostre seygnurie; e la cerche apurtenant a nostre maner de C.; e ke nos ancestres devant nus unt este seysy de cele cerche cum apurtenant a lur maner, prest &c.; e demandom Jugement, desicom le soyl est le nostre e dedeinz la Replegiari.

A.D. 1293. precinct of our lordship, and our ancestors have been seised of the search as appurtenant &c as above, if he ought to be admitted to that avowry.—*Mutford.* Sir, we are willing to aver that the search is appendant to our frank-tenement in N.; for the reason that such an one, who was tenant of that land, was seised of the search as appurtenant, and thereof enfeoffed one Geoffrey with the appurtenances; Geoffrey was seised, and enfeoffed one Robert; Robert being seised of the land and of the search enfeoffed one W.; W. enfeoffed B. who is now tenant; and B. is seised thereof as appendant, ready &c. — *Adam* said as before.—*Warwick.* Sir, inasmuch as we are willing to aver that it is appendant to our seisin, and you will not aver that it is disappendant, we pray judgment. — METINGHAM. Adam, will you say anything more. — *Adam.* We pray judgment, as before.— METINGHAM. For that B. offered the averment that the search was appendant to his frank-tenement in N., and Adam would not accept the averment, whereby the court takes it for granted, this Court adjudges that B. do have the Return of the beasts, and that Adam be in mercy for his false plaint.

Note. § Note that, where one complains that B. tortiously took his chattels, such as corn or other chattels (except beasts), he ought to mention the value; but there is no need to mention the value of beasts, although the taker be still seised of the beasts.

Mesne. § Note that, if a parson of Holy Church who has no lay fee bind himself by a specialty to make acquittance, and a writ of Mesne be brought against him, and he say, Sir, B. is a parson and has no lay fee whereby he can make acquittance; judgment if &c.,—and *Sutton* (for the plaintiff) say—Is it your deed or not? you ought to begin with that: admit first of all that it is your deed, and then say that. Although in this case he admits that it

purceynte de nostre seygnurie, e nos ancestres seysy de la cerche cum apurtenant &c., ut supra, si a cele auvowerie deive estre ressu.—*Mutford.* Sire, nus volum averer ke le cerche est apendant a nostre franc tenement en N.; par la resone ke un tel, ke fut tenant cele tere, fut seysi de la cerche cum apurtenant, e de ceo enfeffa un Geffrey od les apurtenances; Geffrey seysy, e enfeffa un Robert; Robert seysy de la tere e de le cerche enfeffa un W.; W. enfeffa B. ke ore tent; B. seysi cum apendant, prest &c.—*Adam.* Ut supra.—*Warrwyke.* Sire, desicom nus volum averer ke ceo est apendant a nostre seysine, e vus ne volez poynt ke ceo est desapendant, demandom Jugement.—METINGHAM. Adam, volet plus dire?—*Adam.* Demandum Jugement cum avant.—METINGHAM. Pur ceo ke B. tendy le averement ke le cerche fut apendant a sun franc tenement en N., e Adam ne voleyt pas le averement, par quey la court le tent a grante, si agarde cete court ke B. eit returne des avers, e Adam en la mercye pur sa fause pleynte. A.D. 1293.

§ Nota, ke la ou home se pleint ke B. atort prit ses chateus, cum ble e ateu chateus hors pris avers, yl nomera le pris; mes des avers neit pas metter, tut seyt le pernur uncore sessi de les avers. Nota.

§ Nota, si persone de seyn Eglise ke nad nul lay fee se oblige a la quitance[1] par especialte, e bref de Men seyt porte ver ly, e yl die Sire, B. si est persone e nad nul lay fee par quey yl purra fere la quitance;[1] Jugement si &c.—*Sottone* (pu r le pleyntif).Esse vostre fet ou nun? la devez comencer; grantez a deprimes ke ceo seyt vostre fet, e pus dites cel:—tot grante yl en Meen.

[1] MS. quiteclame.

A.D. 1293, is his deed, he is not bound to acquit unless he pleases; but the plaintiff in this case will recover his damages, and not the acquittance.—The case was this: the parson had a lay fee, by reason whereof he was bound to acquittance, by heritable descent; and he afterwards alienated his lay fee.—*Warwick* said that if one demand against a parson of Holy Church a thing which he holds as appurtenant to that church, and does not call him "parson," the writ will abate. (This is true.) And that therefore, contrariwise, if &c had not clearly the word "parson," the writ would abate: (which is false).

Writ of Covenant. § One Adam brought a writ of Covenant against B., saying that tortiously &c., for the reason that on such a day &c. there was a covenant between them, and that B. leased to him a rent for the term of ten years, by virtue of which lease he was seised of the rent for two years, until B. in contravention of his covenant came and ousted him of his term eight years before the end of the term &c.—*Asseby.* What have you to shew the covenant?—*Sutton.* A good writing.—*Asseby.* Sir, the writing states that if B. should fail to perform his covenant it should be lawful for A. to distrein for the rent wherever B. has land or tenements. And inasmuch as he can, by virtue of the writing, distrein if B. fails to perform his covenant, judgment if on this writ of Covenant he ought to be answered.—*Sutton.* First of all say if it be your writing or not; and then say that.—*Asseby.* Sir, what I say I say to abate the writ, and thereof I pray your record: (thereby intimating that he did not tacitly admit the writing).—*Sutton.* Where a man has two remedies he may elect whichever he pleases: so you must answer as to your deed.—METINGHAM. Answer over.—*Asseby* admitted the deed, and said, Sir, we have not broken the covenant, ready &c.—So &c.

Replegiare. § Note that where a termor brings the Recordari facias, and says that such an one distreined in his fee for

ceo cas ke ceo seyt sun fet, yl neyt pas tenu a la quitance nisi velit; mes le pleyntif en ceo cas rekevere ses damages e nent la quitance. Le cas fut y tel ke la persone aveyt lai fee, par quey yl fut oblyge a ly quiter par dessente de heritage; e pus allena sun lay fee.—*Warrwyke.* Si un home demande chose ver persone de seynt egglise ke yl tent cum apurtenant a cel Eglise, e [ne] le noume pas persone, le bref se abbatera; quod verum est: ergo a contrario sensu, sy &c., ne ut aperte le nun persone, le bref cherra; quod falsum[1] est. A.D. 1293.

§ Un Adam porta bref de Covenant ver B., ke atort &c.; par la resone ke yl covent par entre eus teu jor &c. issi ke B. ly lessa une rente a terme de .x. anz, par queu les yl fut seysy de cele par deus anz si la ke B. atort e encontre covenant vynt e ly ousta de sun terme .viii. anz devant le terme use &c.—*Asseby.* Quey avet de Covenant?—*Suttone.* Bon escrit.—*Asseby.* Sire, le escrit veut ke sy B. vensit encontre covenant ke lyt a Adam destreindre pur la rente la ou B. ad tere ou tenemens. E desicom yl put destreindre par le escrit si yl vens encontre covenant, jugement si a cety bref de Covenant deive estre respoundu.—*Suttone.* Grantez si ceo seit vostre fet ou nun adeprimes, e pus dites cel. —*Asseby.* Sire, ceo ke jeo dy, si dige pur bref abbatre, e de ceo pren jeo vos recors: quasi dicat Jeo nay pas grante le escrit en teisant.—*Suttone.* La ou home ad deuz remedies yl purra cheyser: dunt yl covent ke vus responet a vostre fet.—METINGHAM. Resconet outre.—*Asseby* connut le fet, e dyt, Nent a lencontre covenant, prest.—Ideo &c. Bref de Covenant.

§ Nota ke termer, lu ou yl porte le Recordari facias, e dyt quod talis distrinxit in feudo suo pro consuetu- Replegiare.

[1] MS. Johannis.

A.D. 1293. customs and services due to him, although he made the distress in his fee only for arrears of the rent which he had for a term of years, in this case the tenant shall not be received to say— Sir, he supposes by his Recordari (or by his Pone) that the distress was made within his fee; but we say Not within his fee, ready to aver it. For unless that cause were put in his writ the plea could not be recorded nor removed by the defendant. And therefore he must needs give a different answer. Witness the case of the tenant of John de Feckenham.

Replegiare. § One Adam brought the Replegiari against B. for two horses. B. avowed the taking good as to one horse, for the reason that it was presented by the dizeiners at the leet of N. that he had stopped the highway by a foss which he had made; and that for the encroachment which he had made on the highway, and which was presented at the leet, he was amerced, and for that amercement he was distreined; and thus we aver the distress &c. And as to the other horse, we tell you that we did not take it; but it was the other horse which was taken from him, and he allowed the second horse to follow it; and so, as far as the second horse is concerned we have committed no tort, ready &c. — *Adam* may answer that the presentment which he mentions was never made, ready &c. And he shall be received to that averment; and he can not answer in any other way to the avowry, unless he say in this wise—Sir, we tell you that the place where the foss was made is not within the precinct of the leet, ready &c.

Note that, if an avowry be made by reason of a presentment made by dizeiners at a leet, the avowry will not be made on the award of the Court; for the bailiff has at this day the regality, and he shall give judgment.

Replegiare. § One Adam brought the Replegiari against B.—*B.* On this count you ought not to be answered; for when

dinibus et servitiis sibi debitis, tut ne fyt yl la destresse en sun fee mes pur la rente ke fut arere ke yl aveyt a terme des ans, en ceo cas le tenant ne serra pas ressu a dire, Sire, yl suppose par sun recordari, ou par sun pone, ke la destresse fut fet en sun fee; nent en sun fee, prest de averer: kar sans cele cause mys en sun bref ne put la parole estre recorde ne remue[1] par le defendant. Et ideo oportet quod det aliam responsionem. Teste tenente Johannis de Feckenham. A.D. 1293.

§ Un Adam porta le replegiari ver B. de deuz Chivaus. B avoua la prise bone del un chival, par la resone ke presente fut a la lete de N. par disiners ke yl aveyt estorte le haute chemyn par un fosse ke yl aveit fet; e pur cele purpresture ke yl aveyt en le haut chemyn, e ceo fut presente a lete, sy fut yl amercye; e pur cel amerciement fut yl destreynt; e issi avouum la destresse &c. E qant al autre chival, vus dium ke nus le primis nent; mes yl fut lautre cheval ke fut pris de ly, e yl ly lessa suyre lautre; e issi en dreyt de ceu cheval navum nul tort fet, prest &c.—*Adam* put respoundre ke unkes tel presentement ke yl dyt ne fut fet, prest &c.: e serra ressu a cel averement; e autrement ne put yl respoundre a la avouerie, nisi sit hoc modo poterit dicere,—Sire, nus dium ke le leu la ou le fosse fut fet neyt pas deynz la purceynte de cele lete, prest &c. Replegiare.

Nota, si awouement seyt fet par presentement de disiners fet a lete, le avouerie ne serra pas fet par agard de la court; ke le baylif en ceo jor ad le regal, e dorra jugement.

Un Adam porta le Replegiari ver B. — *B.* A ceo cunte ne devez estre respoundu: ke entant ke yl cunte Replegiare.

[1] MS. renue.

A.D. 1293. Replegiare. § One Adam brought the Replegiari against B., saying that he had tortiously taken his beasts in his common pasture.—*Sutton.* Sir, B. avows the taking good, &c. in that common pasture; for the reason that one John, father of Adam, once on a time held one carucate of land in N., to which land that common of pasture was appendant; and the said John enfeoffed the said B. of that carucate of land with the pasture which is appurtenant &c.; and for that he found Adam's beasts in his common pasture, damage &c., he avows &c. — *Adam.* Sir, he can not get to that avowry; for the reason that our father was resident and "couchant and levant" in the vill where the pasture is, and was all his life seised of the common; and, since his death, we have been always seised and still are seised, ready &c. Judgment if &c., as above. —*Sutton* (for B.). Sir, he ought not to be received to say that; for the reason that every common of pasture is either appendant to a frank-tenement or must be claimed by a specialty; and inasmuch as he has no specialty, and can not say that it is appendant to his frank-tenement, we pray judgment. And on the other hand, if I be disseised of my common of pasture, I could never recover by the Novel Disseisin unless it were appurtenant &c., or unless I had some specialty. And inasmuch as he can not say that this is appendant &c., and as he has no specialty, judgment if our avowry be not good enough.

§ A case. A certain person held a tenement for the term of his life (or for a term of years); the tenement was destroyed by fire; by reason whereof the lord brought a writ of waste.

Waste. One Adam brought a writ of Waste against B., and said that he had committed waste in a tenement which he held of him for life, that is to say, that he had destroyed a grange of the value &c., and a bake-house of the value &c. — *B.* Sir, we have not com-

§ Un Adam porta le replegiari ver B. ke atort aveit pris ces avers en sa comune de pasture.—*Suttone.* Sire, B. avowa la prise bone &c. en cele comune de pasture; par la resone ke un Jon, pere Adam, en akun tens tynt une carue de tere en N., a la quele tere cele comune de pasture fut apendant; memes cely Jon enfeffa meme cety B. de cele carue de tere od le pasture ke est apurtenant &c.; e pur ceo ke yl trova les avers Adam en sa comune de pasture damage[1] &c. yl avowe &c.—*Adam.* Sire, a tel avowerie ne put yl avenir; par la resone ke nostre pere fut reseant e cochant e levant en la vyle la ou la pasture est, e a tote sa vye fut seysy de la comune; e apres sa mort nus tote veyrs avum este seysi, e uncore hore sumes, prest &c. Jugement sy &c. ut supra. —*Suttone.* (pur B.) Sire, a ceo dire ne dyt yl estre ressu; par la resone ke chekun comune de pasture ou yl est apendant a franc tenement ou par especialte; e desicom yl nad nul especialte, ne yl put dire ke ceo est apendant a sun franc tenement, Jugement. E de autre part, si jeo fusse disseysi de comune de pasture, jeo ne porroy jammes aver recoveryr par la novele disseysine si ele ne fut apurtenant &c. ou si jeo ne use especialte: e desicom yl ne put dire ke ceo est apendant &c., ne yl nad nul especialte, Jugement si nostre avowerie ne seyt asez bon. A.D. 1293. Replegiare.

§ Casus: quidam tenet ad terminum vitæ vel annorum tenementum; illud tenementum destructum est per incendium; propter quod dominus tulit breve de vasto.

Un A. port bref de Wast ver B., e dyt ke yl aveyt fet wast de tenement ke yl tent de ly a terme de vye, ceo est a saver destrut une grange, pris &c., e une peytrine, pris &c.—*B.* Sire, ke nus ne avum fet De Vasto.

[1] The words "en sun soyl" have been added after "damage."

A.D. 1293. mitted any waste; ready &c. (In such a case as this the tenant ought to answer thus, without mentioning the fire.)—*Adam.* You have committed waste; ready &c.—Then the Sheriff will be ordered to enquire by a good inquest concerning the waste and how it was done; and in this case the Sheriff ought to be personally present. And if the Sheriff hold the inquest and return that the grange and bakehouse were burned by accident, and do not say whether the conflagration was caused by the default of the tenant or not, the Sheriff will be again ordered to enquire whether the conflagration was caused by the default of the tenant or not; and if he return that it was by the default of the tenant, he (Adam) will recover his damages.

Replegiare. § One Adam brought the Replegiari against one Alice, saying that she had tortiously taken two horses on such a day &c.—*Mutford* (for Alice). Sir, Alice avows the taking good, as to one horse which she took on the Friday next &c., on the said Adam as on her very tenant; for the reason that he holds of her seven acres of land with the appurtenances in N. by fealty and the service of sixpence by the year; and that one Roger, the late husband of the said Alice, was seised of the fealty by his hand, and that she herself was seised of the service of the sixpence by his hand; and for that the service of the sixpence has been now four[1] years in arrear, the amount being two shillings, she avows the taking good in her fee; and this she says as to the one horse. And as to the other horse which she took on the Monday next following, she avows the taking good on the said Adam as on her [very] tenant, and in her fee, for fealty in arrear to her; of which fealty her husband Roger was seised by his (Adam's) hand; and thus she took it rightfully and not tortiously, ready &c.—*Asseby.* Say how Alice became

[1] Unless this change be made the amount would be only one shilling.

nul wast, prest &c.: (ita debet respondere tenens in tali casu, sanz[1] fere menciun del arsun.)—*Adam.* Ke vus avez fet wast; prest &c.:—dunke serra mande a viconte ke yl enquerge de le wast fet par bon enqueste, e coment yl seyt fet: en ceo cas yl covent ke le viconte seyt la meimes en presense; e si le viconte mande e returne lenqueste ke la grange fut ars e la peytrine par mesaventure, e ne die nent le quel [le] arsun fut par la defaute le tenant ou nun, serra autrefez mande a viconte ke yl enquerge le quel le arsun fut par la defaute le tenant ou nun; e sy yl returne ke par defaute de tenant, yl recovera ces damages. A.D. 1293.

§ Un Adam porta le replegiari ver une Alyce, ke atort aveit pris deus chivaus teu jor &c.—*Mutford* (pur Alyce). Sire, Alyce avowe la prise bone del un chival, ke ele prit le venderdy procheyn &c., sur memes cety Adam cum sur sun verey tenant; par la resone ke yl tent de ly .vii. acres de tere od les apurtenances &c. en N., pur feute e pur le service de .vi. deners par an, dunt un Roger de C. jadys barun memes cety Alyce fut seysy de la feute par my sa meyn, e ele meimes si ad este seysy del service de .vi. deners par mi sa meyn; e pur ceo ke le service de le .vi. deners si ad este arere hore par deus anz, ke amunte a deus souz, si avowe yl la prise bone en sun fee; e ceo qant al un chival. E qant al autre chival, ke ele prit le lundi purcheyne suant apres, si avowe ele la prise bone sur meyme cety Adam cum sur sun tenant, e en sun fee, pur feute ke luy est arere; de laquele feute Roger sun barun fut seysy par my sa meyn; e issi a dreyt prit ele e nent atort, prest &c.—*Asseby.* Dites Replegiare.

[1] MS. ῑyt?

A.D. 1293. entitled to the services.—*Mutford.* Her husband and she were joint purchasers thereof.—*Asseby.* Sir, as to the sixpence, we answer that nothing is in arrear, ready, &c. And as to the fealty, we tell you that Adam has tendered his fealty to her and she would not accept it; so it is by her default and not by our default, ready &c.—*Mutford.* By your default, ready &c.—So to the Country as to both issues.

Entry. § One Adam brought a writ of Entry founded on novel disseisin against the Dean and Chapter of N., saying "into which the Dean and Chapter have not "entry except by Richard de C. and Joan de N., who "tortiously and without a judgment disseised the afore-"said Adam &c."—*Heyham.* Sir, the Dean and Chapter pray aid of the Bishop.—*Mutford.* You ought not to have the aid; for the reason that you did not find your church seised; for you entered by Richard and Joan who tortiously &c.—*Heyham.* Sir, we tell you that we did not enter by Richard and Joan, but that we found our church seised; and we pray aid &c.—*Mutford.* You can not get to say that you did not enter by Richard and Joan; for the reason that we heretofore brought a writ of the same kind against the Dean and Chapter, and we said "into which the Dean and Chapter have not "entry except by Joan de N. who tortiously &c.:" and the Dean and Chapter answered that they entered not by Joan only, but by Richard and Joan, and they prayed judgment of our writ: whereupon we were then amerced, and we lost our writ. And inasmuch as heretofore, in a Court which bears record, the same Dean and Chapter admitted that they entered by Richard and Joan and gave us this writ, we pray judgment if they can now say the contrary, viz. that they did not enter by &c.—*Heyham.* Sir, the Chapter has been changed since. And on the other hand, the Church is in the position of a person under age; and so, although they then pleaded

coment Alyce avynt a les services.—*Mutford.* Sun barun e ly le purchaserunt jointe.—*Asseby.* Sire, qant a les .vi. deners responum ke reen luy est arere, prest &c. E qant a la feute vus dium ke Adam ly ad tendu sa feute, e ele ne la voleyt poynt reseivere; issi ke ceo est par sa defaute e nent par nostre defaute, prest &c.—*Mutford.* Par vostre defaute, prest &c.—Ideo ad patriam de utroque. A.D. 1293.

§ Un Adam porta bref de entre fundu sur la novele disseysine ver le Den e le Chapitre de N., en le queus le Deen e le Chapitre nunt entre si nun par Ricard de C. e Jone de N., ke atort e sanz jugement disseysirent le avant dyt Adam &c.—*Heyham.* Sire, le Den e le Chapitre prient eyde de le Eveske.—*Mutford.* Eyde ne devez aver; par la resone ke vus ne trovastes poynt vostre eglise seysye; ke vus entrates par Ricard e Jone, ke atort &c.—*Heyham.* Sire, nus vus dium ke nus ne entrames poynt par Ricard e Jone, eynz trovames nostre Eglise seysie; e prium eyde &c.—*Mutford.* A ceo dire ne poez avenir, ke vus ne entrates nent par Ricard e Jone; par la resone ke devant ses oures portames nus bref de meime la nature ver le Deen e le Chapitre, e deimes en les queus le Den e le Chapitre ne aveyent entre si nun par Jone de N. ke atort &c.: le Deen e le Chapitre respoundirent ke eus ne entrerent pas soul par Jone, einz entrerent par Ricard e Jone, e demanderent jugement de nostre bref: par quey nus fumes amercye a cel hore, e perdymes nostre bref. E desicom devant ces oures en curt ke porte record ke memes cety Den e le Chapitre granterent ke eus entrerent par Ricard e Jone, e nus donerent ceo bref, jugement si ore pussent dyre le contrarie, ke eus ne entrerent nent par &c.—*Hyham.* Sire, la Chapitre si est pus change. E de autre part, le Eglise est deinz age; e pur ceo tut plederent eus malement adunke, pur ceo ne serrunt yl point hore forsclos de pleder meus; e demandom juge- De ingressu.

A.D. 1293. badly, they shall not be now prevented from pleading better; and we pray judgment.—*Mutford.* Although one or two of the Chapter be dead, yet our writ will not abate unless the entire Chapter is changed. And inasmuch as heretofore in a Court which bears record &c., we pray judgment if they can now say &c.—*Heyham.* And we pray judgment, inasmuch as the Church is as it were under age, and the Chapter is changed, if we may not be received to that answer.

Debt. § One Adam brought a writ of Debt against Henry de Bray, and counted that he tortiously detained and did not pay to him forty marks; and tortiously for this that whereas he delivered to him the manor of N. for the term of fifteen years, yielding to him one penny by the year, with a provision that, if he chose to hold the manor over the fifteen years, he should pay to the aforesaid A. and his heirs twenty marks by the year; and Henry held the manor for two years after the fifteen years; yet he withholds the forty marks for the two years, whereas the said Adam has often come to him and prayed him &c., tortiously &c.—*Heyham.* Sir, inasmuch as by his writ and his count he demands a rent issuing out of a frank tenement by the form of the charter, and he does this by a writ of Debt, we pray judgment if on this writ of Debt he ought to be answered.—*Seleby.* We can not recover by any other writ; neither can we distrein, because we are seised of the manor. Judgment if he ought not to answer.—METINGHAM. You might have distreined when the manor was in Henry's hand.—*Seleby.* Sir, the land lay uncultivated during the two years.—METINGHAM. Why did not you bring a Quia Cessavit, by virtue of the Statute?—*Seleby.* Because the manor is not in their seisin but in our seisin. Judgment if &c.

Wardship. § One Adam brought a writ of Wardship against Richard and Joan, and demanded the wardship of the

ment.—*Mutford.* Tot seyt un ou deuz de Chapitre mort, pur ceo ne se abbatera poynt nostre bref sy le Chapitre ne fut tot change. E desicom devant ces ores en curt ke porte record &c., demandom jugement si ore pussent dire &c.—*Hyham.* E nus demandom jugement desicom le Eglise est dedeinz age, e le Chapitre change, si nus ne pussum a tel respunse estre ressu. A.D. 1293.

§ Un Adam porta bref de dette ver Henri de Bray, e cunta ke atort ly destent e pas ne ly rent .xl. mars; e pur ceo atort ke la ou yl ly bayla le maner de N. a terme de .xv. anz, reddant a ly par an un dener, e sy issi fut ke yl voleyt tenir ceu maner outre le .xv. ans yl rendreyt a lavantdyte [A.] e a ces heyrs .xx. mars par an; sy ke Henri tynt le maner deus anz outre le .xv. anz; par quey yl ly destent le .xl. mars de le deus anz par la ou Adam ad sovent venu a ly e prie &c., atort &c. —*Heyham.* Sire, desicom yl demande par bref e par cunte rente issant de franc tenement par forme de chartre par bref de dette, Jugement si a cety bref de dette deyt estre respundu.—*Seleby.* Nus ne poum par autre bref aver recoveryr; ne ne poum pas destreindre, pur ceo ke nus sumes seysi del maner. Jugement sy yl ne deyt respoundre.—METINGHAM. Vus porriez aver destreint a cel oure qant le maner fut en la meyn Henry.—*Seleby.* Sire, la tere gyt freche le deus anz.—METINGHAM. Ke nusset porte bref sur statut,[1] quia cessavit?—*Seleby.* Pur ceo ke le maner neyt pas en lur seysine, eins en nostre seysine. Jugement sy &c. De Debito.

§ Un Adam porta bref de Garde ver Ricard e Jone, e demanda la garde del cors un Roger fiiz e heyr &c. De Custodia.

[1] 6 Edw. I. c. 4.

A.D. 1293. body of one Roger son and heir &c.—*Sutton.* Sir, Richard answers you (by attorney) that he neither has anything nor had on the day when the writ was purchased: and Joan vouches to warranty, by aid &c., the said Richard. —*Toutheby.* Sir, Richard was tenant on the day when our writ was purchased; ready &c.; and as to Joan, we tell you that she can not vouch; for the reason that she was the first who took the infant under her wardship after the death of our tenant; and that afterwards, by collusion between Richard and herself, she allowed Richard to have the wardship together with her; so that they held in common the day &c., ready &c.—*Suttone* said, Sir, Richard sold the wardship to Joan before the writ was purchased, ready &c. — *Toutheby* waived the averment and granted the voucher.

Entry dum fuit non compos mentis.

§ One A. brought a writ of Entry against one Richard, and counted of the common seisin of his ancestor Jurdan by name, and that from Jurdan the right &c. descended to Jurdan as son and heir, and from Jurdan &c. to Thomas as son and heir, from Thomas &c. to John as son and heir; and from John, because he died without heir of his body, the right resorted, and ought to resort, to Emma as cousin and heir, being the sister of Jurdan who was the father of Jurdan who was the father of Thomas who was the father of John; and that from Emma &c. to Robert as son and heir; and that from Robert the fee and the right &c. descended to W. who now demands; and into which Richard &c. except by the aforesaid Jurdan whilst he was of non-sane memory; and if he &c.—*Asseby.* Where a resort is made, it must be to the worthiest in blood, as in the case of a descent; but whereas he says that from Jurdan the son of Jurdan the right descended to Thomas as son and heir, and from Thomas to John as son, and that from John, who died without heir of his body, the right resorted to Emma as cousin, being sister of the great-

—*Suttone.* Sire, Ricard vus respunt par aturne ke yl ne ad ren ne ren ne aveyt le jor de le bref purchase: e Jone vouche a garrantye, par eyde &c., memes cely Ricard.—*Touyebi.* Sire, ke Ricard fut tenant le jor de nostre bref purchace, prest &c.; e kant a Jone, vus dium ke ele ne put voucher; par la resone ke ele fut la primere ke prit lenfant en sa garde apres la mort nostre tenant; issi ke apres, par makement par entre Ricard e ly, ele lessa Ricard aver la garde od ly; issy ke eus tyndrent en commun le jor &c. prest &c.—*Suttone* dyt, Sire, ke Ricard vendy a Jone la garde devant le bref purchase, prest &c.—*Touteby* weyva le averement e granta le voucher. A.D. 1293.

§ Un A. porta bref de Entre ver un Ricard, e cunta de la comune seysine un son ancestre Jurdan par nun; de Jurdan descendy le dreyt &c. a Jurdan cum a fiiz e heyr, de Jurdan &c. a Thomas cum a fiiz e heyr, de Thomas &c. a Jon cum a fiiz e heyr; de Johan, pur ceo ke yl morut sanz heyr de sun cors, resorti le dreyt e deveyt resortyr a Emme cum a cosyne e heyr, seer Jurdan pere Jurdan pere Thomas pere Jon: de Emme &c. a Robert cum a fiiz e heyr; de Robert descendy le fee e le dreyt &c. a W. ke ore demande; en le queus Ricard &c. sinun par le avantdyt Jurdan dementers ke yl ne esteyt pas de bone memorye; sy yl &c.—*Asseby.* Sire, la ou resort deit estre fet, serra ceo a plus digne deu sang, aussi cum en dessente; mes la ou yl dyt ke de Jurdan le fiiz Jurdan descendy le dreyt a Thomas cum a fiiz e heyr, de Thomas a Jon cum a fiiz, de Jon ke morut sanz heyr de sun cors resorti a Eme cum a

De Ingressu Entre dum non fuit compos mentis.

A.D. 1293. grandfather,—Sir, we tell you that Jurdan the great-grandfather had a son named Jurdan and a sister named Agnes, which Agnes had a son named Laurence who is still alive; and if there is to be a resort, it should be to Agnes the sister of Jurdan the grandfather or to Laurence the son of Agnes, rather than to Emma the sister of the great-grandfather; and of these persons she has made omission: judgment of that omission, and for that the resort is not made through the direct line but through the collateral line.—*Suthcote.* Sir, Jurdan the son of Jurdan had not any legitimate sister to whom an heritage could descend from him; ready &c.—*Asseby.* If we were in a writ of Cosinage, we would say that W. is not next heir, and would aver it: but we can not say that in this writ; therefore say if Agnes was the sister of Jurdan or not.—*Suthcote.* Ready &c. as above.

Essoin, as being in the King's service.

§ Note that a principal may essoin himself as being in the King's service, and may at the same time have an attorney in the plea; but in no other case. The reason is because the attorney can not essoin himself as being in the King's service.

Debt.

§ One Adam brought a writ of Debt against B. steward of the Bishop of Ely, demanding twenty pounds, for the reason that the steward had received an account from him, for the time for which he was bailiff of the aforesaid Bishop, for the church of N.; and by reason of that account he had paid the aforesaid twenty pounds to the aforesaid steward, for him to pay over to the Bishop; and the steward gave him a good written acquittance; but the said twenty pounds he did not pay to the Bishop; wherefore on his default the Bishop caused the twenty pounds to be levied out of Adam's goods and chattels; and Adam has often since come and prayed him to repay &c., but he would not, tortiously &c.—*Toutheby.* Sir, even if he received the twenty pounds in

cosyne seer le beseal,—Sire, nus vus dium ke Jurdan le besael aveyt un fiiz Jurdan e une seer Anneyse, la quele Anneyse aveit un fiiz Lauerance par nun, ke est uncore en pleyne vye; e si nul resort serreyt, ceo serreyt plus tout a Anneyse ser Jurdan le ael a Lauerance le fiiz Anneyse, ke ne serreyt a Emme seer le besael, des queus ele ad fet omissiun: jugement de cel omissiun, de ceo resort net fet par my la lyne directe, mes collaterale.—*Suckote.* Sire, ke Jurdan le fiiz Jurdan naveyt nul seer moylere a ky heritage de ly pout descendere, prest &c.—*Asseby.* Si nus fusums en un bref de Cosinage, nus vodrum dire ke W. ne fut pas plus procheyn heir, e cel averer; mes nus ne poum nent ceo dire en cety bref; pur quey dytes si Anneyse fut la seer Jurdan ou nun.—*Suckote.* Prest &c. ut supra. A.D. 1293.

§ Nota quod principalis poterit se essoniare de servicio domini Regis et habere atornatum in loquela, et in nullo alio casu. Ratio est quia atornatus de servitio domini Regis se essoniare non poterit. De essonio servitii domini Regis.

§ Un Adam porta bref de dette ver B. le senescal le Eveyke de Ely, demandant .xx. livres par la resone ke le senescal aveyt ressu acunte de ly del tens ke yl esteyt le serjant la Eveske avantdyt del Eglise de N.; par la resone de cel cunte aveyt paye a lavantdyt senescal les avantdyt .xx. livres de aver paye avant a le Eveske; e ly fit bon escrit de aquitance; les queus .xx. livres yl ne paya poynt a le Eveske; par quey le Eveske fyt lever les .xx. livres par sa defaute de bens e de les chateus Adam; Adam sovent pus ad venu a ly e prie &c., rendre ne les voleit, atort &c.—*Touyeby.* Sire, tut ut yl ressu les .xx. livres en la manere ke De Debito.

A.D. 1293. the manner in which he (Adam) has counted, yet he did not thereby become his debtor. And on the other hand, in this case a writ of Acquittance lies, and not a writ of Debt. Judgment if on this writ of Debt he ought to be answered.—*Mutford.* You are in error: he will not in this case have a writ of Acquittance out of the Chancery. And inasmuch as you can not deny that you received the monies, we pray judgment if you ought not to answer.—*Toutheby* waived that, and said—Sir, if he should be answered on this writ of Debt, any bailiff may bring a writ of Debt against the steward who receives accounts, and may demand what he has paid to him; and this would be a hard thing and against reason. And on the other hand, Sir, when the Bishop demanded the twenty pounds from Adam, he (Adam) might have put forward the acquittance which his steward, to whom he had given power to receive the amount from him, had made to him, and so by that acquittance have barred him of the twenty pounds: and inasmuch as it was his own fault that he did not so, judgment if he can demand any thing by a writ of Debt.—*Mutford.* And we pray judgment—inasmuch as you can not deny that you did receive the twenty pounds from us and did not pay them over to the Bishop, as our writ states and as you do not deny,—if you ought not to answer to our writ of Debt.

Writ of Intrusion. § One Adam brought a writ of Intrusion against Thomas, and demanded three manors as his right and as his inheritance, into which he (Thomas) had not entry unless by the intrusion which he made thereon after the death of Gilbert de C., to whom Laurence de N. father of the aforesaid Adam, whose heir he is, demised them for the term of his life, and which after the death of the aforesaid Gilbert ought to revert to the aforesaid Adam by virtue of a Fine levied thereof in the Court of our Lord the King between the aforesaid Laurence and the afore-

yl ad cunte, pur ceo ne devyent yl poynt sun dettor. A.D. 1293.
E de autre part, bref de Aquitance gyst en ceo cas, e poynt bref de dette. Jugement si a cety bref de dette deit estre respundu. — *Mutford.* Vus dytes mal: bref de aquitance navera yl poynt en ceo cas en la chauncelerie: e desicom vus ne poez dedyre ke vus ne ressutes le deners, demandom Jugement si vus ne devez respondre.—*Touyeby* weiva cel, e dyt, Sire, sy yl serreyt respundu a cety bref de dette, issi porreyt chekun baylif porter bref de dette ver le Senescal ke reseyt acuntes e demander ceo ke est a ly paye; e ceo serreyt une duresse e encontre resone. E de autre part, Sire, qant le Eveye demande le .xx. livres de Adam, yl pout aver mis avant la quitance ke sun senescal, a ky yl dona pouer a receivere de ly le acunte, ly aveit fet, e issi par cel aquitance ly aver barre de les .xx. livres: e desicom ceo fut sa defaute ke yl ne le fit pas, Jugement si ren pusse demander par bref de dette. —*Mutford.* E nus Jugement, desicom vus ne poez dedire ke vus ne ressutes les .xx. livres de nus e ne payates point avant a le Eveske, sicom bref fet, le quel vus ne dedites poynt, si vus ne devez respundre a nostre bref de dette.

§ Un Adam porta bref de intrusion ver Thomas, e ly demanda treis maners cum sun dreyt e sun heritage, en le queus yl naveyt entre nisi per intrusionem quam in illis fecit post mortem Gilberti de C., cui Laurencius de N. pater prædicti Ade, cujus heres &c., illa dimisit ad terminum vitæ suæ, et quæ post mortem prædicti Gillberti ad prædictum Adam reverti debent per finem inde factum in curia domini Regis inter prædictum Laurencium et præfatum Gilbertum

Breve de Intrusione.

A.D. 1293. said Gilbert, uncle of the aforesaid Thomas, whose heir he is, as he says. And unless he shall do so &c.—The case was this; Laurence the father of Adam gave six manors in certain vills to one Gilbert for the term of his life, with a provision that after his death they should remain to one Richard the brother of Gilbert for the term of his life, and that if Richard had issue, then three of the manors, namely &c. should remain to Richard's issue and to their heirs, and that the other three manors should revert to Laurence or his heirs. Richard the brother of Gilbert had issue a son named T.: and Richard died in the lifetime of his brother Gilbert. Then Gilbert died; and after his death T. the son of Richard the brother of Gilbert entered into possession; whereupon Adam brought the above written writ of Intrusion.—*Mutford.* Sir, this writ is out of the common form, where it states "into which &c. unless by the intrusion which he made "thereon after &c.;" for a writ of Intrusion ought not to have any "per;" (this is false;[1]) but ought to run thus, "into which he intruded himself after the death &c.;" so we pray judgment of this writ.—It was adjudged that he should plead over. — *Mutford.* Sir, this writ is at variance with the common form of other writs of Intrusion where it says "and which ought to revert to "the aforesaid Adam by virtue of a Fine levied &c." Judgment of this writ.—METINGHAM. Your writ contradicts itself: where it says "into which he has not "entry unless by the intrusion," it there supposes that he entered by abatement; and where it says "and "which ought to revert to the aforesaid Adam by virtue "of the Fine levied in the King's Court between the "aforesaid Laurence and the aforesaid Gilbert uncle of "the aforesaid Thomas, whose heir he is," there it supposes that he entered as cousin and heir, and not by intrusion; and so it is contradictory &c.—*Heyham.* Sir,

[1] The reporter's note.

avunculum prædicti Thomæ, cujus hæres ipse est, A.D. 1293.
ut dicit. Et nisi fecerit &c.—Le cas fut ytel: ke Lauerance le pere Adam dona .vi. maners en certeyn vyles a un Gilbert a terme de sa vye, e apres sa mort ke eus demorassent a un Ricard frere Gylbert a terme de sa vye, issi ke si Ricard aveyt yssue e ke le treis maners tel e tel e tel demorassent al issu Ricard e a ses heirs, e ke les autres treis maners revertereient a Lauerence ou a ces heirs. Ricard le frere Gylbert aveyt issu un T. par nun; Ricard morut vivant Gilbert sun frere: pus morut Gilbert; apres ky mort entra eyns T. le fiiz Ricard frere Gilbert; par quey Adam porta sun bref de intrusion desuz escrit. — *Mutford.* Sire, cety bref est hors de commune forme, par la ou yl dyt en les queus &c. nisi per intrusionem quam in illis fecerit post &c.; ke bref de intrusion ne veut aver nul per (quod falsum est); mes issi "in quibus se in-" trusit post mortem &c;" dunt demandom Jugement du cety bref.—Fut agarde ke yl deit outre.—*Mutford.* Sire, cety bref est hors de commune forme de autres brefs de intrusion par la ou yl dyt "et quæ ad præ-" dictum Adam debent reverti per finem factum &c. Jugement de cety bref. — METINGHAM. Vostre bref est contrariant a sey meymes; ke par la ou yl dyt "in " quibus non habet [ingressum] nisi per intrusionem;" la suppose yl ke yl entra par abbatement; e par la ou yl dit "et quæ ad prædictam Adam reverti debent " per finem factum in curia Regis inter prædictum " Laurencium et præfatum Gilbertum avunculum præ-" dicti Thomæ cujus hæres ipse est," la suppose yl ke yl entra cum cosyn e heyr, e nent par intrusion; e issi est yl contrariant &c. — *Heyham.* Sire, yl covendreit

A.D. 1293. it was necessary to make our writ agree with the Fine; for if we had varied from the Fine, they would have prayed judgment of the variance between the writ and the Fine. And inasmuch as our writ agrees with our Fine, judgment if it be not good.—*Gosefeld.* Sir, even if it were so that the writ should make mention of the Fine, yet it ought to make mention of all those who were parties to the Fine: but the Fine makes mention of three persons, viz. Laurence, Gilbert and Richard, and the writ makes no mention of Richard; wherefore we pray judgment.—*Heyham.* Our writ and the Fine are in accordance; judgment if &c.

Debt. § John [Lovetot] brought a writ of Debt against B., and recovered the debt by judgment of the King's Court. John had a judicial writ to the Sheriff to cause the debt to be levied out of B.'s chattels. John Lovetot sent to the Sheriff his attorney named Robert to get the money; and the Sheriff could not find anything but corn growing on the land; so he delivered to him the corn which he found growing on the land: and the Sheriff returned that he had executed the King's command. Then came John Lovetot and said that the Sheriff had returned falsely and in deceit of the Court; whereupon he had a writ of Deceit out of the Rolls to compel the Sheriff to appear.—*The Sheriff* came and said that he had made a good return, and that he had executed the King's command; and that he found only corn on the land, and that he delivered to John Lovetot's attorney, whom he had sent, the wheat barley &c. which he found growing on the land, ready &c.—*John Lovetot.* What have you to shew it?—*The Sheriff.* It is not for us to have the acquittance. Ready &c. by a good jury.—HERTFORD. Did you send your attorney or not?—*Lovetot* admitted freely that he sent him there, but he said that the Sheriff did not deliver anything to him: and (said he) See here the attorney who will tell you the same thing.—The

fere nostre bref acordant a la fin; ke si nus varisum A.D. 1293.
de la fyn, yl ussent demande Jugement de la variance par entre le bref e la fyn: e desicom nostre bref est acordant a nostre fyn, Jugement sy yl ne seyt bon.—*Gosefel.* Sire, tut fut yl issi ke le bref freyt menciun de la fyn, si covendreit yl ke yl feit menciun de touz seuz ke furunt partye a la fyn; mes le fyn fet menciun de treis persones, Laurence Gilbert e Ricard, e le bref ne fet nul menciun de Ricard; dunt demandom Jugement.—*Heyham.* Nostre bref e la fyn sunt acordant; Jugement si &c.

§ Un Jon porta bref de dette ver B., e recovery De Debito.
la dette par Jugement de la court le Roy. Jon aveit bref de Jugement a vicunte de fere lever cete dette de le chateus B. Jon Lovetot manda a vicunte un sun aturne, Robert par nun, apres le deners; le vicunte ne pout ren trover for ble en tere; issi ke luy livera les bles ke yl trova cressant en la tere: le vicunte returna ke yl aveyt fet le commandement le Roy: pus vynt Jon Lovetot e dyt ke le vicunte aveit fausement returne en deceyt de la curt; par quey yl aveyt bref de deceyte hors de Roule de fere venyr le vicunte:—*Le Vicunte* vynt e dyt ke yl returna ben, e ke yl aveyt [fet] le commandement le Roy; e ke yl ne trova fors blees en la tere, e ke yl livera al aturne Jon Lovetot, ke yl manda, e le forment orge &c. ke yl trova cressant en la tere, prest &c.—*Jon Lovetot.* Quey avez de ceo?—*Le Vicunte.* Ceo neyt pas a nus de aver aquitance; prest &c. par bon pays.—HERTFORD. Mandates vus le vostre aturne ou nun?—*Lovetot* conut ben ke yl y mandat la, mes le vicunte ne ly livera ren; e vecz issi le aturne ke vus dyt meyme la chose.—Le

A.D. 1293. attorney came and said that he (John Lovetot) made him his attorney, but that the Sheriff did not deliver anything to him; and that he was ready to aver.—HERTFORD. You can not be a party to the averment that he made you his attorney to receive the monies; for you are not a party to this writ of Deceit.—*John Lovetot.* Sir, it seems that he ought to be party to the averment that he did not deliver anything to him, because the Sheriff says that he did deliver to him &c.—HERTFORD. Lovetot, will you prosecute your plaint, or not?—He would not accept the averment, but prayed that the attorney might make the averment. Wherefore it was adjudged that the Sheriff should go without day and that John should be in mercy.

§ Note, that when any one is distreined by his chief lord for services and customs which are in arrear from his tenant, if the tenant should have newly recovered the land by judgment before the Justices of our Lord the King, he can make answer to his lord that he will not be bound to make satisfaction to him for any services in which the land was in any way bonnd before the judgment in his favour, but only [for services accruing due] during his own time.

Unjust distress.

§ Walter de Beauchamp was summoned to answer Walter de Hoptone in a plea why he took the beasts of the said Walter de Hoptone and unjustly detained them against gage and pledge &c.; and whereof the said Walter de Hoptone says that the said Walter de Beauchamp, on Sunday next before the feast of St. Michael in the eighteenth year of the present King, at Himestoke in a certain place called Pykeseyfelde, did take twenty oxen and sixteen cows belonging to the said Walter de Hoptone, and those beasts did impound and in pound keep against gage &c., until &c., whereby he says that he was injured and has sus-

Aturne vynt e dyt ke yl ly fit sun aturne, mes ke le vicunte ren ne ly livera, e ceo fut yl prest de averer. —HERTFORD. A cel averement ne poez estre partye, ke yl vus fit sun aturne de receyvere les deners; ke vus ne estes partie a cety bref de deceyte. — *Jon Lovetot.* Sire, yl semble ke yl deyt estre partye a le averement ke yl ne livera ren, depus ke le vicunte dyt ke yl livera a ly &c.—HERTFORD. Lovetot, volez sure vostre pleynte ou nun?—Yl ne voleyt pas le averement, mes pria ke le aturne le pout averer. E pur ceo fut agarde ke le vicunte fut sanz jor e Jon en la mercye. A.D. 1293.

§ Nota quod quando aliquis distringitur per suum capitalem dominum pro servitiis et consuetudinibus quæ a retro sunt de suo tenente, si tenens illam terram per judicium coram Justiciariis domini Regis de novo recuperaverit, potest suo domino respondere quod non tenebitur sibi satisfacere de aliquibus servitiis in quibus illa terra ante judicium suum fuerat aliqualiter onerata, nisi tantum de suo tempore.

De injusta districtione.

§ [1] Walterus de Bello Campo summonitus fuit ad respondendum Waltero de Hoptone de placito quare cepit averia ipsius Walteri de Hoptone et ea injuste detinuit contra vadium et pleggium &c.; et unde idem Walterus de Hoptone dicit quod idem Walterus de Bello Campo die dominica proxima ante festum Sancti Michaelis anno Regis nunc decimo-octavo apud Himestoke, quodam loco qui vocatur Pykeseyfelde, cepit viginti boves et sexdecim vaccas ipsius Walteri de Hoptone, et averia illa inparcavit et inparcata detinuit contra vadium &c., quousque &c.; unde dicit quod deteriora-

[1] In the Salop Iter Roll (for this year), m. 29 b. is an enrolment of this case in one of its stages. The statement of the case and the defense of W. de Beauchamp are nearly verbatim the same.

A.D. 1293. tained damage to the amount &c. ten pounds, and thereof he brings his suit &c. And Walter de Beauchamp comes and denies the force and injury, when &c.; and says that the manor of Wemme, whereof the manor of Hymestoke is a member, came into the seisin of our Lord the King after the death of one Gawyn le Botiler, by reason of the nonage of William the brother and heir of the said Gawyn, the wardship of which William our Lord the King gave to John of Brittany; and the said John gave the said wardship to the said Walter de Beauchamp to hold until the full age of the aforesaid heir. And he says that the ancestors of the said heir have in the said manor used the following custom, viz. that for the preservation of peace in those parts they might appoint officers called "Grithsergeants" in greater or less number as seemed best to the said ancestors; and that the said officers were to be supported by the vileins of the aforesaid manor and of the members of the said manor; and that because six pounds were in arrear from the vileins of Hymestoke for their proper proportion of the contribution for the support of the said officers, complaint thereof was made in the court of Wemme; and it was adjudged by the said court that they should be distreined for the aforesaid arrears; on the ground of which judgment the said Beauchamp avows the aforesaid distress &c. And Walter de Hoptone says that he does not hold of the said Walter de Beauchamp, or of the heir who is in ward to him, or of his fee; and this he is ready to aver, as the court &c.: and thereon he prays judgment if the aforesaid Walter de Beauchamp upon one who is not his tenant or upon one who is not tenant of the said heir in ward &c., or on one who does not hold of his fee, can avow any taking. And Walter de Beauchamp says that the vileins of Hymestoke, which is a member of Wemme, were accustomed to contribute to the support of the aforesaid officers, of which

tus est et dampnum habet ad valentiam &c. .x. libras, A. D. 1293.
et inde producit sectam &c. Et Walterus de Bello Campo venit et defendidit vim et injuriam, quando &c., et dicit quod manerium de Wemme, cujus manerii Hymestoke est membrum, devenit in seisinam domini Regis post mortem cujusdam Gawyny le Botyler ratione minoris ætatis Willelmi fratris et hæredis ejusdem Gawyny, cujus custodiam dominus Rex dedit Johanni de Britannia; et idem Johannes eandem custodiam dedit ipsi Waltero de Bello Campo, tenendam usque ad bonam ætatem prædicti hæredis. Et dicit quod antecessores ipsius hæredis tali consuetudine usi sunt in eodem manerio, quod licitum [1] est ipsis ad conservationem pacis in partibus illis constituere servientes qui vocantur Grissergans [2] secundum numerum majorem vel minorem prout ipsis antecessoribus melius esse videbatur; et quod prædicti servientes debent sustentari per villanos manerii prædicti et membrorum ejusdem manerii: et quia sex libræ aretro sunt de villanis de Hymestoke de contributione ipsos contingente ad sustentationem prædictorum servientium, mota fuit inde queremonia in curia de Wemme; Consideratum fuit per eandem curiam quod destringerentur pro arreragiis prædictis: auctoritate cujus considerationis advocat ipse B. districtionem prædictam &c. Et Walterus de Hoptone dicit quod non tenet de prædicto Waltero de Bello Campo, nec de hærede in custodia sua existente, nec de ejus feodo; et hoc paratus [est] verificare sicut curia &c. Unde petit judicium si prædictus Walterus de Bello Campo super non tenentem suum, aut super non tenentem ipsius hæredis in custodia, &c., nec de feodo &c. aliquam captionem advocare possit. — Et Walterus de Bello Campo dicit quod villani de Hynestoke, quod est membrum de Wemme, contribuere solebant ad sustentationem prædictorum servientium; et [de] qua qui-

[1] MS. locutum.

[2] Grithserjauns. Iter Roll.

A.D. 1293. contribution one Matilda grandmother of the said heir, whose &c., and in ward &c., was seised by the hands of the said vileins of Hynestoke since the point of time limited for the writ of Novel Disseisin; and as to this he puts himself on the country; and since, to shew his rightful taking, it is sufficient for him to aver the possession of the ancestor of the aforesaid heir since the said point of time limited, he prays judgment &c. And Walter de Hoptone says that anciently in time of war every bovate of land held in vileinage of the Barony of Wemme was assessed at two shillings; a moiety of which Barony he now holds for the term of his life by grant from our Lord the King as freely as the said Walter de Beauchamp holds the other moiety in name of wardship, and as the said Gawyn or his guardians held the same; and as to that he puts himself on the Record of our Lord the King &c. He says moreover that the ancestor of the said heir was wont to convert to her own use the assessment attaching to her moiety of the said barony. And that in like manner the aforesaid Walter de Beauchamp now converts the said assessment to his own use; so, since he holds a moiety of the said barony for the term of his life &c., by the grant &c. as freely &c., so that he ought in no wise to be subject to the said heir, —and this he is ready to aver by the record of our Lord the King,—he prays judgment if the said Walter de Beauchamp can avow any taking upon him &c.—And Walter de Beauchamp says that the contribution of the vileins of Henystoke to the support of the said officers belongs to the said heir who is in ward to him &c., and of which contribution the aforesaid Matilda ancestor of the said heir was seised by the hands of the vileins of Henystoke, and this he is ready to aver &c., which averment the said Walter de Hoptone does not accept; whereupon he prays judgment.—And Walter de Hoptone was asked if he would vouch the record

dem contributione quædam Matilda avia prædicti hæredis, cujus &c., et in custodia &c., fuit seisita per manus prædictorum villanorum de Hynestoke post terminum de brevi in nova disseisina limitatum; et de hoc se ponit super patriam; unde cum ad ostensionem justæ captionis suæ sufficit ei verificare possessionem antecessoris prædictæ hæredis limitatum post prædictum terminum, et petit judicium, &c. Et Walterus de Hoptone dicit quod antiquitus tempore guerræ quælibet bovata terræ villenagiorum Baroniæ de Wemme arentata fuit in duobus solidis; medietatem cujus Baroniæ ipse nunc tenet ad terminum vitæ suæ ex concessione domini Regis adeo libere sicut prædictus Walterus de Bello Campo tenet aliam medietatem nomine custodiæ, [et] sicut prædictus Gawinus vel ejus custodes illam liberius tenuerunt; et de hoc ponit se super recordum domini Regis &c. Dicit etiam quod antecessor prædicti hæredis arentationem illam ipsos contingentem in medietatem suam Baroniæ prædictæ in proprios usus convertebat. Et similiter prædictus Walterus de Bello Campo nunc arentationem illam in proprios usus convertit: unde cum ipse teneat medietatem Baroniæ prædictæ ad terminum vitæ &c. ex concessione &c. adeo libere &c., ita quod ipse in nullo hæredi intendens esse debet, et hoc paratus est verificare per recordum domini Regis, petit judicium si prædictus Walterus de Bello Campo super ipsum aliquam captionem advocare possit &c.—Et Walterus de Bello Campo dicit quod contributio villanorum de Henystoke ad sustentationem prædictorum servientium prædicto hæredi in custodia sua &c. pertinet, et de qua quidem contributione prædicta Matilda antecessor prædictæ hæredis fuit seisita per manus villanorum de Henystoke, et hoc paratus est verificare &c., quam verificationem prædictus Walterus de Hoptone non admittit; unde petit judicium.—Et Walterus de Hoptone questus A.D. 1293.

A.D. 1298. of our Lord the King &c. that he holds a moiety of the said barony of our Lord the King so freely, that the demandants ought not to obtain judgment against him in the Court of our Lord the King. And being asked if Hynestoke was a member of the manor of Wemme, and if the said Matilda, the ancestor of the said heir was seised of the aforesaid contribution by the hands of the vileins of Hynestoke, and if he would accept the averment which the aforesaid Walter offered on that point,—he says that the manor of Wemme did once come into the seisin of our Lord the King in the name of wardship by reason of the nonage of the aforesaid Gawyn. And he says that neither was the said Gawyn, personally or by his guardian, nor after the death of the said Gawyn was the said Gawyn brother and heir of that Gawyn either by his guardians or in any other manner, ever seised by the hands of the said vileins of Hynestoke of the aforesaid contribution: and as to that he puts himself on the country. Then, since an avowry of the distress is not competent to the guardian &c. except for services of which the heir himself or his guardian or the immediate ancestor of the said heir was seised, he prays judgment if the aforesaid Walter de Beauchamp can show his taking to be just. —[And Walter de Beauchamp says that][1] he is ready to aver by four &c.; viz. First, that the entire contribution was anciently granted for the support of the aforesaid officers for the preservation of the peace of our Lord the King in those parts, and was ordained for the common profit of the country; and this is called a service. The second is that, that serjeanty ought to be performed to the Lords of Wemme, ancestors of the said heir, at Wemme which is the capital manor of the said Barony. The third is that, Hynestoke is a member of the said manor. The fourth is that, the said Matilda

[1] This interpolation seems necessary.

est si ipse velit vocare recordum domini Regis &c. A.D. 1293.
quod ipse tenet medietatem prædictæ Baroniæ de domino Rege ita libere quod querentes de ipso non debent consequi judicium[1] de ipso in curia ipsius domini Regis. Questus etiam si Hynestoke sit membrum manerii de Wemme, et si prædicta Matilda antecessor prædicti hæredis fuit seisita de contributione prædicta per manus villanorum de Hynestoke, et etiam si velit admittere verificationem quam prædictus Walterus desuper hoc prætendit,—dicit quod manerium de Wemme alias devenit in seisinam domini Regis nomine custodiæ, ratione minoris ætatis prædicti Gawyni. Et dicit quod nec prædictus Gawynus per se nec per custodem suum, nec post mortem ipsius Gawyni prædictus Gawynus frater et hæres ipsius Gawyni per custodes suos nec alio modo, unquam fuerint seisiti per manus villanorum de Hynestoke de contributione prædicta: et de hoc ponit se super patriam. Unde cum non competit advocatio districtionis custodi &c., et nisi pro serviciis de quibus ipse hæres vel ejus custos aut immediatus antecessor ipsius hæredis fuit seisitus, petit judicium si prædictus Walterus de Bello Campo captionem suam justam ostendere [potest]; paratus est verificare per quatuor &c.[2] quorum primum est scilicet quod contributio integra ad sustentationem prædictorum servientium ad conservationem pacis domini Regis in partibus illis antiquitus concessa et ad communem utilitatem patriæ ordinata est, quæ dicitur servitium: et aliud est quod serjantia illa debeat reddi dominis de Wemme antecessoribus prædicti hæredis apud Wemme quod est capitale manerium Baroniæ prædictæ. Tercia est quod Hynestoke est membrum manerii prædicti. Quartum est quod prædicta

[1] MS. Justic'.
[2] In the margin are these words "Justa captio fit quatuor modis."

A.D. 1293. ancestor of the said heir, whose &c., was seised of the portion of the contribution which was rateable on the vileins of Hynestoke by the hands of the said vileins after the point of time in the writ &c. limited. And if the said Walter de Hoptone does not accept the averment of these things, he prays that the Court may take it as granted by the said Walter de Hoptone, &c.

Distress in the King's highway.

§ Thomas le Chamberleyn brought a writ against W., and complained that he had taken his horse in the highway in the town of Bernewell. And the writ ran thus "took in the highway and still keeps it in pound."—*Huntindone.* He supposes by his writ that the horse is still in pound; and we say that the horse was delivered six years and a half before the writ was purchased; judgment of the writ.—*Gosefeld.* Answer to the personal trespass; whether you took it in the King's highway, you not being the King's bailiff.—*Huntindone.* There is no need to answer to that; for we give you a sufficient answer when we traverse the suggestion of your writ which states that the horse was in pound on the day when the writ was purchased, whereas it was delivered long before.—GISLINGHAM. Answer over.—*Huntindone.* We tell you that the burgesses of Cambridge have by the King's charter a franchise to this extent, that, when clerks or other persons are in debt to them they may seize their horses or other things which they have within their liberty. And for that Thomas was bounden to W. in ten shillings, they seized his horse according to the aforesaid custom of the town, and not in any other manner, ready to aver it.—*Goldyntone.* Inasmuch as he has admitted that the taking was in the highway, he not being a bailiff or officer of the King, and so against the law and common counsel of the realm, we pray judgment of his admission.—*Huntindone.* Sir, the King has granted to them that franchise, whereby they are at liberty so to do: judgment.—GISLINGHAM. For that it is against

Matilda antecessor prædicti hæredis, cujus &c., fuit seisita de portione contributionis villanis de Hynestoke contingente per manus villanerum prædictorum post tempus in brevi &c. limitatum; et quorum verificationem si prædictus Walterus de Hoptone non admittat, petit quod Curia habeat illam tanquam ab ipso Waltero de Hoptone concessa &c. A.D. 1293.

Thomas le Chaunberleyn porta un bref ver W., e ceo playnt ke yl avoit pris un son cheval en le haut haut estrete en la vyle de Bernewelle: e fut ceu bref ţele, "in regia strata cepit et illum adhuc inparcatum "detinet."—*Huntindone.* Yl suppose par sun bref ke le cheval est uncore enparck; e nus diouns ke le cheval fut delivere avant le bref purchace .vi. anz e demy; Jugement del bref. — *Gosefeld.* Responet al personel trespas, si vus le preytes en le haut estrete, e ne estes mye baylif le Roy. — *Huntindone.* A ceo ne est mester a respundre; kar nus vus responum acees; kar nus traverserомes la suggescion de vostre bref ke vot ke le chival fut enpark le jor de le bref purchase, par la ou yl fut delivere ben devant. — GIRESHAM. Responez outere.—*Hontindone.* Nus vus dium ke le burgeys de Cantebeygre sunt issins enfranches par la chartre le Roy, ke qant clers ou autres sunt en dette vers eus, ke yl les pussent arester lur chivaus ou autre chose ke yl tenent en lur franchise. E pur ceo ke Thomas fut tenu a W. en .x. souz, si arestunt yl sun cheval solum les usages avandites de la vyle, e autrement nent, prest del averer.—*Goldyntone.* Desicum yl ad conu le prise en le haut estrete, par la ou yl ne est baylyf ne mynistre le Roy, encontre la ley e commune consayl del Realme, demandom Jugement de sa reconysance.—*Huntindone.* Sire, le Rey lur ad grante cele franchyce par unt yl pount issinz fere; e Jugement.—GISLINGHAM. Pur ceo ke ceo est contre la commune ley e encontre Districtio in regia strata.

A.D. 1293. the common law and against the Statutes to make such a taking in the highway, unless he be the King's bailiff, notwithstanding any franchise which the King may have granted, therefore this Court adjudges that Thomas do recover his damages, and that W. be in mercy for the tortious taking.

Felony. § Note that, felony is never fastened on any person before he is by judgment convicted as guilty of the deed.

Unjust distress. § Note that, where in an action for taking of beasts one counts against the lord, and the lord is seised of the beasts and avows the taking, there is no need for the plaintiff to reply to the avowry until he has the deliverance made.

Replegiare. § One A. brought a Replegiari against B.; and B. avowed the taking good on one C. for services which were in arrear to him, and whereof he was seised by his hand &c.—*John.* You can not be party to that; for you are a total stranger.—HERTFORD. Accept the averment. —[*B.*] We were seised; ready to aver it.—*John.* Never seised, ready &c.

Dower. § Alice brought a writ of Dower against B. (Henry ?) who made default. The Grand Cape issued; and he came by his attorney and denied the summons, and waged his law, and found pledges: and a day was given. Then, he did not come with his law. Alice prayed judgment.—*Henry.* I am in prison, and was so on the day when the law was waged, so that I could not get any one to make the law with me. And on the other hand, the King is seised of all my lands.—METINGHAM. That is only by way of distress; therefore we adjudge that she do recover her seisin: but execution will stay until you have obtained a writ from the King.

les estatus a fere tele prise en le haut estrete si il ne seit baylif le Rey, pur franchise ke unkes granta, e pur ceo agarde ceste court ke Thomas recovere ces damages, e W. en la mercye pur la torsenouse price. A.D. 1293.

§ Nota, ke felonie nest jammes asteynt en nulli persone avant ke la persone seyt asteynt par Jugement, coupable de fet. Felonye.

§ Nota, la ou len cuntte en prise de avers vers seygnur, e le seygnur seyt seysi de avers e avoe la prise, ne estoyt ia mester a playntif a nul avowement si la ky hy lest la deliverance.[1] De Injusta districtione.

§ Un A. porta un Replegiare ver B. B. avoua la prise bone sur un C. pur services ke arere ly furunt, e dunt yl fut seysy par my sa meyn &c. — *Jon.* A ceo ne poez estre partye; ke vus estes tot estrange.—HERTFORD. Recevez le averement. — [*B.*] Ke nus fumes seysy, prest de laverer.—*Jon.* Ke unkes seysi, prest &c. Replegiare.

§ A. porta bref de Dower ver B., ke fit defaute. Le Grant Cape issit; e yl vint par son aturne e defendi le summonz, gaga la ley, e trova plegges : e jor done. Pus ne vynt od sa ley. Alice demanda jugement.—*Henry.* Jeo suy en prisone, e fu le jor de la ley gage, issi ke jeo ne pou nul home aver a fere la ley od moy. E de autre part, le Roy ad seysi tut mes teres.—METINGHAM. Ceo nest fors un de detresse; pur quey nus agardum ke ele recovere sa seysine: mes execucion demora si la ke vus eyez quis bref del Roy. De Dote.

[1] MS. deliverance r°.

A.D. 1293. Dower. § In a writ of Dower [against C.] it was said that the demandant ought not to have dower, because she had eloped from her husband, and lived with the adulterer.—*Scrope.* Where and in what place?—*C.* At A. in the county of C.—*Scrope.* She was never in the county of C. [ready, &c.]—And the other side said contrary.

Ael. § A brought a writ of Ael against B., and counted against C.—*Hyham* (for B.). We think that on this writ he ought not to be answered; for the reason that J., through whom you count, brought a writ of Mordancester against our father, and then [our father] acknowledged the tenements to be his right &c. by a Fine levied; and for that acknowledgment John granted the tenements to him and the heirs of his body begotten, with a provision that if he died without heir the land should remain to one M.: and we pray judgment if, in opposition to your father's deed, you ought to be answered.—*Isle.* That Fine ought not to hurt us, inasmuch as it was levied against common law; because the Fine states that our ancestor granted the tenements to him and his heirs of his body begotten; but he (our ancestor) was never so seised that he could grant the tenements, ready &c. And on the other hand, the form ought to take effect as well on the part of him who gives as on the part of him to whom the tenements are given. But if he were to bring a writ for the reversion, and were not to count of any one's seisin he would take nothing by his writ; so we pray judgment if by that Fine he can bar us.—*Hyham.* We had not any estate except by the Fine: and inasmuch as we acknowledged the tenements to be his right, and he, being seised by the acknowledgment, granted to us, we pray judgment if, in opposition to his acknowledgment, any thing &c. —BEREFORD. They tell you that he was not ever so seised that he could create an estate in the form &c.; and he has not bound himself and his heirs, &c. How will you oust his heirs by that Fine?—*Hyham.* We say

§ En bref fut dyt ke ele ne deyt dowere aver pur ceo ke ele se aloyna de son barun, e demora ad sun auvoestre. — *Srop.* Ou, e queu lu? — *C.* En A. en le cunte de C. — *Srop.* Ke unke en le cunte de C.— E lautre le revers. A.D. 1293. De Dote.

§ A. porta un bref de Ael ver B., e cunta ver C.— *Hyham* (pur B.). Nus entendom ke a cety bref ne deyve estre respundu; par le resone ky J., par my ky vus cuntez, porta un bref de mordancestre ver nostre pere, e pus [nostre pere] conut le tenemens estre sun dreyt &c., e par fyn leve; e pur cel reconisance Jon granta les tenemens [a ly e] as hers de sun cors engendres, e sy yl morut sans heyr ky la tere remeyndrayt a un M.: e jugement si encontre le fet vostre pere vus devez estre respundu.—*Yle.* Cele fyn ne nous deit nure, pur ceo ky ele est leve encontre la commune ley; pur ceo ke la fyn vot ke nostre auncestre ly granta les tenemens a ly e a ces heyrs de sun cors engendrez; mes yl ne fut unkes seysi ke yl pout granter les tenemenz, prest &c. E de autre part, la fourme deyt prendre effecte ausy ben de part cely ky done ke de part cely a ky le tenemens sunt donet. Mes sy cely porta bref de reversion, e yl ne[1] cuntat de nuly seysine, si ne prendreyt[2] yl rens par ceu bref; dunt demandom jugement sy par cele fyn nus puse barrer.—*Hyham.* Nus ne avium nul estayt sy noun par la fyn: e desicom nus reconisames les tenemens estre sun dreyt, e yl nus granta par la ou yl fut seysi par la reconisance, demandom jugement si encontre sa reconisance rens &c.—BEREFORD. Yl vus diunt ke yl ne fut unkes seysi issint kil pout estat fere de forme &c.; e yl nad pas oblige luy e ces heyrs &c. Coment volez outer ces heyrs par cele fyn?—*Hyham.* Nus dium De avo.

[1] MS. en.

[2] MS. perdreyt.

A.D. 1293. that he granted: now we pray judgment if in opposition to that grant &c.—*Isle.* If Maud were to bring a writ on the "render," and she could not count of the seisin of the person levying the Fine, she could not take anything by her writ, since he was not seised; and we pray judgment if that Fine ought to bar us.—BEREFORD. If J. were now alive, would he be ousted by the Fine? I think that he would be. Why then ought not he who now demands by &c.

Cui in vita according to the form of the gift.

§ One Joan was by one C. enfeoffed jointly with W. her husband. W. alienated [and died]. Joan took another husband named A., and brought her writ of Cui in vita against Roger, Bishop of Coventry, and counted thus—"Sheweth unto you &c., and tortiously for this "that it is the right of the said Alice, of the gift of one "C., and whereof she was seised &c."—*Warwick.* She can not have an action; for after the death of her husband W., she did, whilst a widow, grant these tenements to us for the term of our life: judgement.—*Hyham.* That writing ought not to hurt us; for at the time of executing that writing we were under coverture, yea of the said W.; judgment.— *Warwick.* When that writing was made he was not known in the country as her husband: [say if he was known as her husband] or not: that is old law, by God.—*Hyham.* Known as her husband, ready &c.—*Warwick.* Not known &c.

Debt.

§ A. brought a writ of Debt against one Gamage, and demanded forty shillings, which he tortiously &c. and to the damage of A. one hundred shillings. Gamage came and waged his law, and found pledges. At the day given he made default; wherefore it was adjudged that A. should recover the forty shillings and the damages of one hundred shillings, and that Gamage and his pledges should be in mercy.

kyl granta: dunt demandom jugement si encontre cel grant [&c.]—*Yhele.* Si Maud portat bref sur le rendre, e ele ne pout cunter de la seysyne le leveor, ele ne pout prendere rens par sun bref, de pus kyl ne fut nent seysi; e demandom Jugement si cel fyn nus deyt barrer.—BEREFORD. Si J. fut en playne vye, serreyt yl oste par la fyn? Jo quit ke oyl: pur quey ne deyt cely ke ore demande par[1] &c. A.D. 1293.

§ Un Jone fut joynt feffe od W. sun barun par un C.: W. aliena: Jone prit autre barun A. par nun, e porta sun Cui in Vita &c. ver Roger Eveske de Coventre, e cunta,—ceo vus mustre &c., e pur ceo atort, ke ceo est le dreyt memes cely Alyce, de le dun un C., e dunt ele fut seysy &c.—*Warrwyke.* Accyon ne put ele aver; ke apres la mort W. son barun, en sa propre veduete nus granta ces tenements a terme de nostre vye: e Jugement.—*Hyham.* Cel escrit ne nus deit nure; ke a la confeccion de cel escrit sy esteymus covert de barun, si de memes cely W.; Jugement.—*Warrwyke.* Ke qant cel escrit fut fet, yl ne fut nent com en pays conu pur sun barun[2] ou nun; par deu! ke ceo est le auncyene ley.—*Hyham.* Conu pur sun barun, prest &c.—*Warrwyke.* Nent conu &c. Secundum formam donacionis. Cui in Vita.

§ A. porta bref ver Gamage de dette, e demanda .xl. souz, atort e a ses damages de .c. souz. G. vynt e gaga la ley, e trova plegges. Al jor done yl fit defaute; pur quey yl fut agarde ke A. recovereist les .xl. souz e damages de .c. souz, e luy e ces plegges en la mercie. De Debito.

[1] The MS. seems to give "pur."
[2] An omission may be suspected here.

A.D. 1293. Novel Disseisin. § One Isabel brought an assise of Novel Disseisin for that she had approved by the Statute &c., and that thereof she [Maud] had disseised her.—Maud answered that her ancestor was seised of the manors of C. and P. and made a feoffment of one of the manors to Isabel's ancestor, but reserving common to him and his heirs; and for that Isabel affected to approve without making terms with Maud, &c.—Isabel said—We are seised of the fee and of the right and of the freehold; and we pray judgment if we can not approve, since Maud has nothing besides an easement of pasture.—*Louther.* What you say would be good if we were your tenant or your neighbour; but we have a higher estate; by reason that the manor is holden of us by such a service, and the pasture is appendant to our manor, and no tenant can approve without consent. *Ile.* Everything is vested in us, except the services which we do to them.—METINGHAM. The Statute does not enure so far forth that the tenant may approve against his lord &c.—*Isle.* The custom which he alleges on his behalf was the common law before the Statute of Merton, when every one could common, and the tenant could prevent the lord from approving; but by that Statute this was altered, and he may approve. And now by the Statute of Westminster (2.) neighbour may approve against neighbour; and inasmuch as we are lord of the manor [we pray judgment] if it be not lawful for us to approve &c.—*Louther* said as before.

Debt. One A. brought a writ of Debt against C. by virtue of a writing.—*Friskeney.* We can not deny that this is our writing; but we tell you that the said A. brought a writ in court against us for the same debt, in which writ we admitted the debt and consented that the Sheriff should levy &c.; and the Sheriff has levied it, ready &c.—*Hyham.* What have you to shew this?—*Friskeney.* A good jury.—[*Hyham*]. And we pray

§ Isabele arrama une assise de novele disseysine de ceo ke ele se avoyt apprue par le estatut[1] &c., e de ceo ele lad disseysi.—Maud respondi ke sen auncestre fut seysi del maner de C. e P. [e] feffa le un maner as auncestre Yssabele, salve sa commune a luy e ces heyrs; e pur ceo ke Isabele se voleyt appruer sanz gre fere a Maud &c. [—*Isabele*] Nus seumes seysi del fee e del dreyt e del franc tenement; e demandom Jugement si nus [ne] pussumes appruer, desicom Maud nad rens si nun ezement de pasture.—*Louther.* Vus dit ben si nus feusmes vos tenans ou veysins; mes nus avoms plus haut estat, pur ceo ke le maner est tenu de nus par tel service, e la pasture apendant a nostre maner, e nul tenant ne se put appruer sanz gre.—*Ile.* Tot[2] reppose en nostre persone &c., for service ke nus fesumes a eus. —METINGHAM. Le estatut ne euere mye tant avant ke tenant puce appruer ver seygnur &c. — *Ile.* Le usage kyl allegge pur ly si fut commune ley avant le estatut de Mertone,[3] par la ou chekun home put communer e le tenant put deturber le seygnur sey appruer; par quel estatut ceo est defete, e kyl ce pusse appruer: e ore par Westmester veysin en countre veysin; e desicom nus sumes seygnur del maner, [jugement] syl ne lyt a nus a enpruer &c.—E *Louther,* ut prius. A.D. 1293. Nova Disseisina.

§ A. porta bref de dette ver C. par un escrit. — *Friske.* Nus ne poum dedire ke ceo est nostre fet; mes nus vus dium ke memes cety A. porta un bref en court ver nus de memes cele dette, de quel bref nus reconysames la dette e grantames ke le vicunte put lever &c.; e le vicunte ad leve, preist &c. — *Hyham.* Quey avez de ceo?—*Friske.* Bon pays.—[*Hyham*] E nus De debito.

[1] 13 Edw. I. (Westm. 2) c. 46
[2] MS. Tort.
[3] 20 Hen. 3. c. 4.

A.D. 1293. judgment, inasmuch as the Obligare is entered and you have no acquittance from the Sheriff, if you can get to the country.—*Friskeney.* The official accompt [of the Sheriff] should have cancelled the Obligare; so we ought not to suffer &c.; and as to the acquittance, we reply that the Sheriff never gives an acquittance except for a debt to the King.—METINGHAM. It would be hard law for him to pay a second time; and it is a hard thing too if you have not had your money. Await your judgment. It is a hard thing if the Sheriff has levied on the recognizance and has not paid you.

Recordare. § Richard Davy brought the Recordari against Amory de Pierpoint, and said that he had tortiously taken two beasts of the plough and two cows, three gallons of rye, two herons and one swan.—*Hyham.* In order to have the Return, we say that we took several beasts, viz. an ox and these two beasts of the plough, and that they were on his plaint delivered to him.—[ ][1] We have had deliverance of nothing else, ready &c.—*Hyham.* Of all, ready &c.—*Hyham.* We avow the taking good; for the reason that one Matthew our cousin, whose heir we are, enfeoffed John, father of the said Richard, of so much land at a rent of ten pounds; and John did fealty, and died before the first term of payment: and for the arrears of that rent &c.—*Warwick.* Inasmuch as he does not avow on any one's seisin &c., and inasmuch as in a writ of right &c.—THE JUSTICE. Answer.—*Warwick.* Shew how you are heir. —*Hyham.* shewed him to be heir. — *Hyham.* You can not get to this; for you yourself brought the Novel Disseisin against us, and said that you could not till your land by reason of the tortious distress which we made on you in the land which you hold of us, and thereby you admitted that you held of us as heir; therefore, judgment if &c. and to say that we are not heir. — *Warwick.* May it not well be that we admitted that we

[1] An unintelligible name is in the MS.

jugement desicom le obligare est entre, ne vus ne avez aquitance de le vicunte, e sy a pays devez avenir.—*Friske.* La conte de offis dut aver debrege le obligatore; dunt nus ne devum acomprer &c.; e a laquitance vus responum, Vicunt ne fet jammes aquitance si nun de la dette le Rey.—METINGHAM. Pur durre ley[1] serreyt sy yl payereyt autre feye; e si vus ne avez pas vos deners seo serreyt autre durresse. Atendet vos jugemens; ky ly ad, si le vicunte le ad leve par la reconisance e nent paye a vus, durresse. A.D. 1293.

§ Ricard Davy porta le recordare ver Ammori de Perpunt, e dit ke atort aveyt pris deuz affris e deuz vakys, treis bens de seggle deuz heroz e un seinere.—*Hyham.* Pur aver le Retorn, nus diuns ke nus preymes plusours bestes, un beof, a ky yl furunt deliverez par sa pleynte, od ces deuz affris.—[ ]. Nus ne aviuns delivere de nent plus, prest &c.—*Hyham.* De tut, prest &c.—*Hyham.* Nus avowum la prise bone; par la resone ke un Matheu nostre cosyn, ky heyr nus sumes, feffa Jon, pere cesty R., de tant de tere rendant .x. livres, e feute fyt, e avant le primer terme morut Jon; e pur arrerage de cele rente &c.—*Warr.* Desicom yl avoue de nuly seysine &c., desicom en bref de dreyt &c.—JUSTICE. Responez.—*Warr.* Mustret coment vus estes heyr.—*Hyham* le fit heyr.—*Hyham.* A ceo ne poez avenir; ke vus memes portates la novele disseysine vere nus e deytes ke vus ne porreites vostre tere gayner pur torsenouce destresse ke nus feymes sur vus de la tere ke vus tenet de nus, e en taunt grantates ke vus teneitz de nus cum heyr; pur quey jugement &c. e dire ke nus sumes nent heyr.—*Warr.* Ne put yl ben estre ke nus conoymes tenyr de vus e ke vus Recordare.

[1] The word " ley " has been interlined.

A.D. 1293. held of you and yet that you are not heir? And inasmuch as you avow the taking in the character of heir, and you are not the heir, but such an one is, we pray judgment. — *Hyham.* Still we think that you can not get to this; for we brought a writ of Cosinage against you for this service, and you answered that our ancestor did not die seised; and you then admitted that we were heir. And we pray judgment if you can now deny that we are heir.—The matter is pending.

§ Note that by praying the View the surname is affirmed.

Admeasurement of pasture.

§ Aleyn de Kyrkham brought a writ of Admeasurement of Pasture against the Prior of C. The Prior came and said that by a specialty he had in that pasture common for six hundred sheep; and as to that he vouched to warranty such an one, and his son such an one, because he held by the law of England: and as to the common appendant to our frank-tenement, we consent to the Admeasurement; but the Admeasurement ought not to run before the warranty be pleaded between such an one and such an one.—METINGHAM. We will entertain that plea: but let the Admeasurement run, and you will remain seised of the common for six hundred sheep.

Mordancester.

§ One Alice de C. brought the Mordancester against Sir R. de Grey.—*Warwick.* R. devested himself of the estate before going on a journey, and he was hung while on his journey because he was a felon: he can not have an heir.—*Spigornel.* You have pleaded &c.—*Warwick.* This is a plea of assise, and I may have all three.—*Spigornel.* Where was he hung?—*Warwick.* At Huntingdon.—METINGHAM. Let the Inquest come, unless you wish to have the Record for Huntingdon, and Alice agree to this. — *Alice.* Sir, we will have it tried by the Inquest.—And she had it.

estes nent heyr. E desicom vus avoez la prise cum heyr, e vus nestes pas heyr, einz un tel, e demandom jugement.—*Hyham.* Uncore entendoms ke vus ne poez a ceo avenir; kar nus portames bref de cosinage vers vus de ceo service, e vus respoundites ky nostre auncestre morut pas seysi; e adunke grantates ke nus fumes heyr; demandom jugement si vus poez ore dedire ke nus ne sumes heyr.—Et pendet. A.D. 1293.

§ Par veue demande aferme le surnun.

§ Aleyn de Kyrkam porta bref de ammesurement de pasture ver le Prior de C. Vynt le Prior e dyt ke yl aveyt par especial fet en cele pasture commune a .vi. .c. berbiz; e de ceo voucha yl a garrantye un tel, e tel sun fiz, pur ceo ke yl tent par la ley de Engletere; e en dreyt de la commune apendant a nostre franc tenement nus grantoms la mesurement, mes ke mesurement avant la garrantie plede ne deyt cure, e par assemble entre celuy e celuy.—METINGHAM. Nus vus pledum [plederum ?] par assemble; mes la mesurement curre, e vus demorez seysi de la commune de .vi. .c. berbiz. De admensuratione pasturæ.

§ Une Alice de C. porta le mort de ancestre ver Sire R. de Grey.—*Warr.* R. se demit avant ke yl prist veage, et fut pendu en chemynant pur ceo ke yl fut felon; yl ne put aver nul heyr.—*Spigornel.* Vus avet dit &c.—*Warr.* Ceo est play de assise; jeo averay tot treis.—*Spigornel.* Ou pendu?—*Warr.* A Hontindone.—METINGHAM. Vyne enqueste si vus ne volez aver record de Hontindone e Alice a ceo assente.—*Alice.* Sire nus volum aver par enqueste.—Et habuit. Mortis antecessoris.

A.D. 1293. Trespass with force and arms.

§ A. brought the "Quare vi et armis" against B., and said that he had entered his close and carried off his goods &c. — *B.* We did not come with force and arms, ready &c.; but we tell you that we entered at the same place, where it was lawful for us to enter, and demanded our tithes.—*Hertford.* Your tithes were severed, ready &c. — BEREFORD. How were the tithes severed?—[*B.*] They were severed from the other nine parts, ready &c.—*A.* They were your chattels, and our tithes were not severed, ready &c.

Dower.

§ In a demand for "Dower by the assent of the father"; the tenant asked—What have you to shew the assignment? and the demandant answered, Good suit. —*Gosefeld.* Where is the suit?—And the demandant had no suit, but only her single voice.—*Gosefeld.* We pray judgment, inasmuch as she has offered suit, and has not produced what she offered.—*Spigornel.* Sir, we have heretofore pleaded; and we then put forward a writing in our possession shewing the assignment; and our attorney died, so that the writing remained always in this court; and we pray your aid.—And he had a day to look for the writing.

Entry.

§ [In a writ of] Entry "ad terminum qui præteriit" [against a son] by his father, *Tilton* said, We admit the entry by him; but his estate was not for a term but was in fee; and by virtue of his charter, and afterwards by this quit-claim; and we pray judgment. —*Spigornel.* To which will you hold?—*Tilton.* To both; one affirms the other.—METINGHAM. You shall not have both; for if you were to go to the country, who were to say that the charter was forged, or that the quit-claim was not then granted, what judgment could we give?—*Tilton.* We hold to the quit-claim.—*Spigornel.* Not our deed.—And the other side said the contrary. —So to the country.

§ A porta "quare vi et armis" ver B., e dyt ke yl avoyt entre son clos e ces bens portes &c.—*B.* Ke nus ne venimes a force e armes, prest &c.: mes vus diums ke nus entramus en meime le luy ou yl est a nus dentre, e queymes nos dymes.—*Hertford.* Vos dymes severez, prest &c.—BEREFORD. Ky dimes severez.—[*B.*] De .ix. parties, prest &c.—*A.* Ki vos chateus, e nos dimes nent severez, prest &c. A.D. 1293. Quare vi et armis.

§ I ad "de assensu patris" de dote.—Quey avez del assignement?—Sute bone.—*Gosefelde.* Ou est la sute?—E naveyt poynt fors de meime voys.—*Gosefelde.* E nus jugement desicom yl ad tendu sute, e nad pas de ke yl ad tendu; e demandom jugement.—*Spigornel.* Sire, en ces hores pleydames, e dunke meimes avant un escrit ky ke nus avioms del assignement; e nostre atorne morut, issint ke cel escrit demora touz jours en ceste court: e prioms vos eydes.—Et habuit diem ad inquirendum scriptum. De Dote.

§ Entre a terme ky passe est par son pere.—*Tyltone.* Nus grantomus le entre par ly; mes nent a terme, ens en fee; e par sa chartre, e pus par cele quiteclamance; e demandom [jugement].—*Spigornel.* A quel volez vus tener?—*Tyltone.* Al un e al le autre, kyl lun aferme le autre.—METINGHAM. Vous ne averet pas amedeuz; ky si vus desendytes en pays, ky deit ke la chartre fut faus ou[1] la quiteclamance dunke nent grantez, quel jugement freimus?—*Tiltone.* Nus pernums a la quiteclamance.—*Spigornel.* Nent nostre fet.—Et alter contra.—Ideo ad patriam. De Ingressu.

[1] MS. e.

A.D. 1293. Mordancester. § E. brought the Mordancester on the death of his uncle.—*Gosefeld.* The tenements are devisable, and are not under the common law; and we pray judgment. —*Warwick.* What have you to shew it? Will you say that those tenements are in a free borough of our Lord the King, or of the Ancient Demesne.—*Suthcote.* To such an one, our ancestor, the Earl of Lincoln did by his charter grant that these tenements should be subject to the special law &c. — METINGHAM. Think you that he could by his charter grant to you that the tenements should be subject to the special law, in a free borough? Nay. — *Suthcote.* He brings this assise on the death of his uncle R., who was brother of Alice who was mother of W.; we tell you that after R.'s death a Fine was levied between S. and W., and there was a transmutation of possession, and she had the three points, and she did not put in her claim; and we pray judgment if there ought to be an assise.—*Warwick.* This is an exception to bar us from an action in every writ in the world; and, if he gives this for an answer, we pray judgment.

Right. § A. brought a writ of Right against B. &c.; and then the plea was removed by the Pone into the Bench; and he said at the end of the writ, "and have there this "writ and the other."[1]—*Warwick.* We pray judgment, inasmuch as this writ of Pone is out of the common form, if you have power to hold the plea.—*Hyham.* There is no variance between the Original and the Pone; and if there be a surplusage, that does no harm; and we pray judgment.—HERTFORD. What does it hurt you if there be a surplusage?—*Goldington.* Our Pone is in substance accordant with the Original; and although there is a word in the Pone which is not of the substance thereof, yet for all that the writ will not be abateable.—*Warwick.* This is a writ of Right, for

[1] See the case at p. 89.

§ E. porta le mort de ancestre de la mort sun uncle. —*Gosefeld.* Le tenemens sunt divisables, e nent a la commune ley; e demandom Jugement. — *Warrwyke.* Quey avez de ceo? volez vus dire ke ce tenemens sunt en franc burche nostre seygnur le Rey, ou aunciene demeine.—*Suckote.* A un tel auncestre le Cunte Nichol granta par sa chartre ces tenemens de estre al especial ley &c.—METINGHAM. Quidet vus ke par sa chartre yl vus put granter tenemens a especial ley en franc burc? nanyl.—*Suckote.* Yl porte cel assise de la mort R. son uncle, frere Alyce mere W.; vus diuns ke apres la mort R. un fyn se leva entre S. e W., e mutacion de possession, e ele avoyt les treis poyns e ne myt sen clayme; e demandom Jugement si assise deyve estre. — *Warrwyke.* Ceo est un excepcion a forbarrer nus de accyon en chekun bref de monde; e demandom Jugement, sy yl veut ceo pur respuns. A.D. 1293. Mortis antecessoris.

§ A. porta bref de dreyt ver B. &c.; e pus fu remue le parole [par] pone en Banck; e dyt al fyn de bref "et "habeas ibi hoc breve et aliud."—*Warrwyke.* E nus jugement, desicom cety bref del pone est fet en commune fourme, si vus eyez poer a tener tel play.—*Hyham.* Yl ny ad nul variance entre le original e le pone; e sy yl ly ad trop, ceo ne greve poynt; e demandom Jugement.—HERTFORD. Quey vus greve yl sy yl i ad trop?—*Gold.* Nostre pone est acordant al original en la substance; e tot eyt il une parole en le pone ke ne est pas de la substance, pur ceo ne serra le bref poynt abatable.—*Warrwyke.* Ceo est un bref de dreyt, al que De Recto.

A.D. 1293. which writ a special Pone is appropriated, and it ought to have [neither more] nor less than its right form &c. —METINGHAM. An accident is something which may be present or absent without detriment to the subject. [. . . . .]; the writ will not abate: so in the present case: answer over.—And he (B.) prayed the View: and had it.[1]

Parceners in Mordancester. § Three parceners brought the Mordancester; and one of them married after the writ was purchased; and the two other parceners prayed that they might sue for their two parts. But the writ abated, because one of them took a husband before she was severed by judgment, and because she was suing together with her parceners.

§ In a Mordancester, C. the tenant vouched to warranty one J. and Alice his wife, as if J. the husband of Alice was alive, whereas he was dead.—*Berd.* When the Sheriff made his return, John was dead; we pray judgment; inasmuch as he has vouched a dead man. —*Hyham.* It ought not to trouble you; John was vouched because it was the right of Alice: Alice was bound and she could not be vouched without her husband.—METINGHAM. You suffered a dead man to be vouched: why did you not challenge it then?

Dower. § Note that, a woman shall have dower out of tenements which belonged to her husband: and if a woman bring a writ of Dower against the tenant, and he vouch the heir to warranty, in that case although the heir offer to assign dower to her out of other tenements which did not belong to her husband, she ought not to accept; but she will recover her dower out of the

[1] See the case "De recto" at p. 89. The words in brackets seem to belong to the preceding case; and the confusion is such that a translation is not ventured.

bref est especial pone grante, e ne deit aver [ne plus] ne meyns ky sa dreyt fourme &c. — METINGHAM. Accidens est quod adest et abest præter subjecti corruptionem.[1] [E de autre part iliad treis maners de brefs de mordancestre, le un par homme de age, e le autre par enfaunt dedeinz age summonet si vus metet en le summons ky est de deus poyns; la terce poynt si obiit post coronationem &c] le bref ne se batera poynt;—ausi par de ca; dites outre: et petiit visum et habuit. A.D. 1293. Nota hic tres diversitates brevis mortis antecessoris.

§ Treis parceners porterunt le mordauncestre; e la une ceo lessa esposer pus sun bref purchase, e les autres deus parseners prierunt ke yl pussunt sure pur les deus parties: le bref se abbatyst, pur ceo ke la un prist baron avant ke ele fut severe par Jugement, e pur ceo ke ele sut oue ces parceners. De participibus mortis antecessoris.

§ En mort de ancestre C. tenant vouche a garrantye un J. e Alyce sa femme, cum J. barun Alice ut este en vie, e fut mort.—*Berd.* Al hore qant le viconte retorna ke Jon fut mort, demandom Jugement desicom yl aveyt vouche un home ke fut mort.—*Hyham.* Ceo ne vus deyt grever; ke Johan fut voche pur ce ke se fut le dreyt Alyce; e Alice fut oblige, e ele ne pout estre voche sanz son barum. — METINGHAM. Si vus suffristet vocher un home mort; ke ne le usez chalange qant. De Waranto.

§ Nota, femme avera dowere des tenemens ke furent as en barun: e est casus, si femme porte bref de dowere ver le tenant, [e le tenant] vouche le heyr a garranty, mes ke le heyr ly vodreyt assigner dowere de autres tenemens ke ne furunt a son barun, ele ne deit receveire; eynz recovera son dowere des tenemens ke a De Dote.

[1] This is a quotation from the Εισαγωγη of Porphyrius.

A.D. 1293. tenements which belonged to her husband; and so in a plea of Dower the tenant will lose and not the heir.

Prohibition. Note, by Spigornel.

§ A man brought the Prohibition to the Bench, and and he had not his process in the Eyre; and he counted against the officer.—*Spigornel.* We pray judgment if, inasmuch as he has not his process here in court, he (the officer) ought to answer.—*Huntindone.* Answer to the trespass done to the King.—*Spigornel.* The King can have a certain writ in his own name; and we pray judgment if, inasmuch as the writ brought in another's name, we shall answer to the King for a trespass done to him.—*Huntindone.* The King is prerogative; therefore he can elect whether he himself will bring a writ in his own name or will make you answer for a trespass done to him by a writ brought in the name of another person. — *Spigornel.* Since we are to answer not to the party but to the King, we will not deny the damage.—And he denied tort and force, and whatever was against the fealty to and dignity of the crown of our Lord the King.

Quit-claim.

§ Note that, according to JOHN DE BEREWIKE, a quit-claim in which are contained words of gift release and quit-claim is a charter; and, according to SIR HUGH DE CAVE, a quit-claim is a charter, but not a charter of feoffment.

Debt.

§ Note that, one B. brought a writ of Debt against C.; and they pleaded according to Law Merchant. C. denied the words of court, and said that he had paid part and given a bond for part; and that to prove it he had a tally and good suit.—*Warwick.* That suit is an exception to the action; and one ought not to reply to any suit [which is an exception] to the action, or to any other suit, unless he has been summoned or attached to answer that suit; and we have been neither summoned nor attached; and we pray judgment.—

seon barun furunt; e issint le tenant perdra en play de dowere, e nent le heyr. A.D. 1293.

§ Nota par *Spigurnel.* Un homme porta la Prohibicion a Banck, e ne avoyt sen proces en heyre; e cunta ver le officer.—*Spigurnel.* Demandom Jugement, desicom yl naveyt sen proces en Curt, sy yl dut respondre. —*Huntindone.* Responet al trespas fet au Rey.—*Spigurnel.* Le Rey put aver certeyn bref en sun nun demene; e demandom Jugement si [desicum] le bref ke est porte en autri nun, nus respundrom au Rey de trespas a ly fet.—*Huntindone.* Le Roy est prerogatyf; pur quey yl put elyre le quel il meymez vot porter sen bref en sun nun, ou vus fere respondre de trespas fet a ly par bref porte en autri nun.—*Spigurnel.* De pus ke nus ne devum respondre a la partye fors au Rey, nus ne defendrum nul damage: e defendit tort e force, e quant ke yl est acountre la feute e la dignite de la corone nostre seygnur le Rey. Prohibicio.

§ Nota, par JON DE BERWYKE, ke quiteclamance en la quele fut contenu don reles e quiteclamance fut chartre: e par SIRE HUGE DE CAVE quiteclamance est chartre, e nent chartre de feffement. Quiteclamance.

§ Nota, un B. porta bref de dette ver C., e plederunt solum la ley marchande. C. defendit le mos, e dyt ke yl avoyt par paye, e par tayle; e de ceo avoyt tayle e sute bone.—*Warrwyke.* Cele sute est al accyon; e homme ne deyt respondre a nule sute al accyon ne autre sute sy yl ne esteyt summonz ou attache respundre a cel sute; e nus nuldor summonez ne attachez; e demandom Jugement.—*Covintre.* Nostre De Debito.

A.D. 1293. *Coventry.* Our suit is a replication which takes its origin by you and your plaint, and serves to defeat your plaint, by Law Merchant; and so, is an exception to the action; and we pray judgment, inasmuch as we have no other way to defeat your action except by that suit which is an exception to the action, and which requires neither summons nor attachment, if you ought not to answer without either summons or attachment. Inasmuch as he complains of several trespasses, and each of them implies several damage, and he has counted against us of damages in gross,—and if we were to disprove one trespass then you ought by judgment to divide the damages and disburden us of so much, and that you could not do unless he had counted of the damages severally as he has done of the trespasses,—we pray judgment of him and of his count.

Failer of Law. § The pledges which one finds to make his Law, although he fail of his Law, shall only be amerced.

Warranty. Note concerning a sokeman. § Note *per* METINGHAM. A man vouched by aid of the King's Court, and by virtue of a charter: he was never justiceable in the King's Court, because he was a sokeman: and it was adjudged that he should lose.

Quare Impedit. § One John brought a Quare Impedit against B. B. came and did not claim anything &c.; but because he held to his delays, he (John) recovered his damages to the value of one moiety of the church.

Mordancester. § In a writ of Mordancester or Ael or Cosinage one shall recover his damages from the time when his ancestor died; that is to say the value. Battle, or the Great Assise bars all persons who have an action in respect of the tenements if they do not put in their claim within the year and the day, except those who are under age or of unsound mind &c.

sute est un replicacion ke prent sun original de vus e de vostre pleynte, e sert a defere vostre pleynte par ley marchande, e issint est [al] accyon; e demandom Jugement, desicom nus navum nul autre veye a defere vostre accyon si nun cele suyte ke est excepcion al accyon, la quele ne vot nuldor summonce ne attachement, si sanz summonz ou attachement ne devet respundre. Desicom yl se playnt dez trespas severament, e chekun des vot severaunt damages, e yl ad cunte ver nus des damages en gros, e si nus porrumes defere une del trespas donkes covendreit a vus [par] Jugement de sever les damages e nus abreger de tant, e vus ne poez ceo fere sy yl ne ust cunte de damage severament ausint cum yl fit des trespas, e demandom Jugement de ly e de sun counte. A.D. 1293.

§ Alius plegius ke homme trove a fere sa ley mes ke la fayle de sa ley ne serrunt fors amerceys. De Lege fracta.

§ Nota par METINGHAM. Un home vouche par eyde de la court le Roy, e par chartre: unkes ne fut justisables a la court le Roy, pur ceo ke yl fut sokomon; agarde ky yl perdisyt. De Warantia. Nota de Sokemanno.

§ Un Jon porta un quare impedit ver B. B. vint e ne clama rens &c.; mes pur ceo ke yl prist a ces delays, yl recovera ces damages a la value de la meyte del eglise. Quare Impedit.

§ En bref de mort de ancestre, ael, Cosynage, home recovera son damage de le tens ke sun ancestre morut, ceo est la value: batayle, grant assise forbarre tote gent ke unt accyon a ces tenemens, si eus ne mettent lur claym de dens le an e le jor, save ceus ke sunt dens age, hors de memorie &c. Mortis Antecessoris.

A.D. 1293. Cui in vita. § A woman brought the Cui in vita against B., who answered that she had made a release long ago in her widowhood.—The woman replied that she was then under coverture, ready &c.—B. said, Not under coverture to one known as her husband, ready &c.—And the woman averred the contrary.

Verdict of court. § John brought a writ against C., who pleaded down to an averment. — B. came into court, and prayed to be received, because he was tenant of the tenement on the day when the writ was purchased.—*John.* He ought not to be received; for C. made himself tenant, and pleads with us.—It was adjudged that he should not be received, because he could have his recovery by the Novel Disseisin, and because C. always appeared as tenant.

Debt. § A. brought a writ of Debt against R., who answered that A. brought his writ of Debt against him in the County Court, and that he had acknowledged the debt, and that the Sheriff had levied the debt on him: and prayed judgment if thereof he (A.) ought to be answered. —*Suthcote.* Is it your deed, or not?—*Friskeney* admitted the deed, and answered as before. — *Hyham.* Inasmuch as he has admitted that this is his deed, and he has nothing to shew payment, we pray judgment.—*Scrope.* The debt was levied out of our goods by the Sheriff in the sight of all the country; ready to aver it. — *Hyham.* What is that to us? We are not paid: and you have nothing from the Sheriff to shew payment, neither writing nor tally: judgment. —*Scrope.* The Sheriff gives no tally except where he has levied a debt due to the King; and inasmuch as [if] he has levied the debt you can have your recovery against him, we pray judgment.—METINGHAM. If you brought your Si recognoscat, and the other admitted the debt, whereupon the Sheriff levied the debt, it would be

§ Un femme porta le cui in vita ver B. ky re- A.D. 1293.
spondi ke ele relessa en sa lenge passe[1] veute. La Cui in Vita.
femme respondi, covert de baron prest &c. — *B.*[2] Nent covert de baron conu, prest &c. E lautre le revers.

§ J. porta bref ver C. ke pleda a la verement. B. De Veredicto
vynt en curt e pria de estre ressu, kar yl fut tenant Curiæ.
de tenement le jour del bref purchase. — *Jon.* Yl ne deyt estre ressu; kar C. se fit tenant, e plede a nus.— Fut agarde ke yl ne fut ressu, pur ceo ke yl put aver recoveryr par la novele disseysine, e C. apparut touz jors cum tenant.

§ A. porta bref de dette ver R., ke respondi ke A. De Debito.
porta sun bref de dette ver luy en le cunte, e yl cunut la dette, e le vicunte ad leve cele dette de luy. Jugement si ceo deyt estre respundu.—*Suscote.* Est ceo vostre fet on nun?—*Frisconey* granta le fet, e respondi com avant.—*Hyham.* Desicom yl ad grante ke ceo est sun fet, e rens nad de la paye, Jugement. —*Srop.* Ke la dette fut leve de nos bens par le vicunte, veant tute le pays; prest del averer.—*Hyham.* Quey est ceo a nus? nus sumz nent paez; e de ceo ren ne avet de Vicunte, ne escrit ne tayle: Jugement.—*Srop.* Le Vicunte ne fet nule tayle fors la ou yl leve la dette ly Roys; e desicom, [si] yl ad leve la dette, vus poez aver vostre recoveryr ver ly, Jugement.—METINGHAM. Si vus portates vostre Si recognoscat,[3] e lautre conut la dette, par quey le Vicunte leva la dette, fort serreit si

[1] MS. poste e.
[2] MS. W.
[3] MS. scire cognoscat.

A.D. 1293. hard for him to pay the debt a second time.—*Hyham.* He has nothing to shew it from the Sheriff.—METINGHAM. If he ask the Sheriff for a tally, the Sheriff would directly tell him to go and carve one.—*Hyham.* We brought against him the "Si talis recognoscat."—*Scrop.* You brought your "Justiciare" for the debt.—METINGHAM. That is stronger; for then I should have a plea by reason of judgment given and the debt levied, just as he offers to aver; admit then or deny that you brought your writ.—*Hyham.* We can not deny it.—*Scrope.* Then sue the Sheriff.—*Hyham.* We can not sue him; for we have nothing to bind him for the debt.—METINGHAM. The debt binds more than you think, although the Sheriff has levied the debt: for he (A.) says that he was never paid, ready &c.: therefore await judgment.

Common of pasture. § A. brought a writ against B. for two acres and common pasture for six hundred sheep.—[*B*]. We vouch to warranty one A. in respect of 100 sheep, and one R. in respect of 200, and one C. in respect of 300.—*Hertpole.* What remains for the pasture appendant to our frank-tenement?—*Plays.* We tell you that the Admeasurement ought not to be had until we have dereigned the pasture for six hundred sheep against our warrant.—*Hertpole.* . . . .[1] wherefore we pray the Admeasurement.—*Plays.* We have seen a case where the Admeasurement was not had until he warranted or was ousted by judgment.—METINGHAM. Never mind your instances; grant the Admeasurement.—*Plays.* We pray that mention may be made in the judicial writ to the Sheriff that the pasture for six hundred sheep is to be reserved to us until the plea be discussed between us and the warrant.

Mordancester. § A. brought a writ of Mordancester against B., who answered that this writ was patent, and he does not testify in his record that he had power to take the

[1] The meaning of the text is doubtful.

jeo payerey la dette autre fethe. — *Hyham.* Yl nad rens de Vicunte de ceo.—METINGHAM. Sy yl demande tayle de Vicunte, le Vicunte dirreit a ly tust aler karuer.[1]—*Hiham.* De ceo si nus portames ver ly si talis recognoscat. — *Srop.* Vus portates vostre justiciare de la dette.—METINGHAM. Ceo est plus fort; kar dunkes averoy play en Jugement rendu e leve la dette, ausi cum atent de averer; grantet dunkes ke vus portates vostre bref, on nun.—*Hyham.* Nus ne poum dedire.—*Srop.* Suez dunkes ver le Vicunte. — *Hiham.* Ver ly suer ne poomes; ke nus ne avum rens de ly de ly lyer a la dette.—METINGHAM. La dette charge plus ke vus quidet, coment le Vicunte lad leve la dette; ke yl dit ke yl ne fut unkes paye, e prest &c.; e pur ceo attendet vos Jugements. A.D. 1293.

§ A porta bref vers B. de deus acres, de commune pasture de .vi. .c. berbiz. [— B.] Nus vouchum a garranty un A. de .c., R. de deus cens, C. de treis sens.—*Hertipol.* Quey remeint de la pasture apendant a nostre franc tenement?—*Plays.* Nus vus diuns ke la mesurement ne deit estre si la ky nus eum derene la pasture de vi. .c. berbiz vers vostre garrant.—*Hertipol.* De puny; pur quey nus priom le amesurement. — *Plays.* Nus avum veu la mesurement ne fut fet si la ky la garrantyt ou oste par Jugement.—METINGHAM. Lesset vostre sample, si grantez la mesurement.—*Plays.* Nus prium ke mencyon seit fet en le bref de Jugement a Vicunte ky la pasture de .vi. .c. berbyz nus soyt reserve sy la ky parole seyt discus entre nus e nostre garant, De Communa pasturæ.

§ A porta bref de mort de ancestre ver B., ke respundi ky ceo est un patente, e il ne temonye en sun record ke yl avoyt poer de prendre le assise, ke yl dut Mortis Antecessoris.

[1] This word is very doubtful.

A.D. 1293. assise; for it ought to have said thus—"The Assise "came to recognize before so and so Justice assigned &c."; and we pray judgment.—*Spigornel.* There was no need to say that; since the Justice was well known, and every one well knows that he had such power. And on the other hand, we ask Who challenges this record?—B. challenged it.—*Spigornel.* This is an exception to the writ; and you have vouched C., and thereby have affirmed the writ.—*Warwick.* C. warranted, and laid three exceptions to the writ; the first is that he (the ancestor) devested himself of the estate before he undertook that journey; the second is that he did not die on the journey, but that he died out of his road, at Huntingdon, and was hanged; the third is that she is not heir, because her ancestor was a felon.—*Spigornel.* To these exceptions you ought not to be received; for the first is an exception to the assise, and the others are not.—METINGHAM. You must hold to the exception of felony, which cuts into the action, and which will be tried by the inquest.—*Warwick* held to that exception. —*Spigornel.* Where, when, and before whom?—*Warwick.* At Huntingdon, before the bailiff and coroner; and see here the document which witnesses it.—*Spigornel.* The bailiff does not bear record in this case.—METINGHAM. If one be taken with the mainour, and have judgment against him in a Court Baron or in a liberty, I think that he is a felon; and this shall be found by the Country: therefore we will command the Sheriff that he take an inquest at Huntingdon before the Coroner to find whether he was a felon or not.

Formedon. § Note that, if one make a feoffment of a tenement to a man and his wife and the heirs of the man, and the man enfeoff his son, [the son] can not grant the tenement which will descend to him to any one in remainder after the death of the wife, or levy a fine thereof; because she does not hold of him.

aver dyt issi,—"Assisa venit recognitura coram tali Justiciario assignato, &c.;" e demandom Jugement.—*Spigurnel.* Ceo ne est mester; de pus ke la Justice fut conu, e ke home seet been ke yl avoyt tel poer.—E de autre part, nus demandom, ki chalange cel record?—B. chalenga.—*Spigurnel.* Ceo est excepcion a bref; e vus avez vouche C., pur quey vus avez le bref aferme. *Warwyke.* C. garantyt, e myt treis excepcions a bref; le primer ke yl ce demit avant ke yl prit ceu veage; la secunde ke yl ne morut nent en cheminant, enz morut hors del chemyn a Huntindone, e fut pendu; la terce ke ele nest pas heyr, pur ceo ke son ancestre fut felon.—*Spigurnel.* A ces excepcions ne devez estre ressu; kar la primere est al assisse, e les autres ne sunt pas.—METINGHAM. Yl covent ke vus prenget al excepcion de felonie ke trenche le accion, ke serra detrie par enqueste. —*Warwyke* prit a cel excepcion.—*Spigurnel.* Ou e quant devant ky? *Warwyke.* A Huntindone, devant le baylif e le coroner; e veez ycy fet ke testmoyne.—*Spigurnel.* Le baylif ne porte nul record en ceo cas.—METINGHAM. Si un seyt pris ove mayneuere e eyt seu jugement en curt de Baron ou en franchise, jeo enteng ke yl est felon; e ceo serra ateynt par pays; pur quey nus manderum a vicunte ke yl prenge enqueste en Huntindone devant le Coroner sy yl fut felon ou nun. A.D. 1293.

§ Nota, si home feffe home e sa femme a eus e a lur heyrs le home del un tenement, e le home feffe sen fiiz, ne purra granter le tenement a nulhy a remeindre apres la mort la femme, la quele a luy descendeyt, ne fyn levera mye, pur ceo ke ele ne tent de ly. Forma donationis.

A.D. 1293. Unjust distress. Plea "de vetito namio" removed by the Recordare.

§ B. de Chestone complained that A. de C. had taken sixteen beasts in Bodne, and made another plaint in respect of thirty-six oxen in Putne, and another plaint for seven sheep in C. As to the taking of sixteen oxen, A. answered that whereas he says we took them in Bodone, we say Not in Bodone, &c.—*Warwick.* Where then?—[*A.*] In N. And he avowed the taking &c., for the reason that the said oxen were feeding in his pasture in C.; and the shepherd perceived him, and drove the beasts out of the pasture, and he (A.) followed them freshly and took them; and so, he avows &c.—*Hertpole.* We pray judgment of this avowry, inasmuch as he has admitted that he distreined them out of his fee because the shepherd drove them off; whereas he ought to have brought a writ of Rescue, or have raised the hue and cry, and not have taken the beasts &c.—HERTFORD. How could he bring the Rescue, where no rescue was made? or raise the hue &c. when he was not deforced of the beasts? If the beasts of my vilein come into my corn and trample it down &c., and the shepherd then drive them out, can I not follow them and take them out of my fee? I can. So in the present case. — *Hertpole.* He took them in Bodone, ready &c. And whereas he avows the taking good, for the reason that he found them in his pasture &c., we say that he can not get to that avowry, because he has only a right of pasture in that pasture for twenty sheep and cows from sunrise to sunset; and the fee reposes in the person of the Abbat of &c.; and we pray judgment of this avowry.—*Scrope.* Not the estate of the Abbat on the day of the taking, ready &c.—*Hertpole.* Admit or deny that you have only the right of pasture for twenty cows in manner aforesaid. —*Scrope.* Two arguments are involved when you limit our pasture. And whereas you say that you have the estate of the Abbat, I shall be received to defeat that estate; [and I say] that it is not the estate. (—And the other said the contrary.) And as to the taking of the

§ B. de Chestone se playnt ke A. de C. aveit pris .xvi. bestes en Bodne, e fit autre pleynte de .xxxvi. beofs en Putue, e autre pleynte de .vii. motons en C. A. respoundi a la price de .xvi. beofs, ky par la ou yl dyt ky nus preymus en Bodone, nent en Bodone &c.—*Warwyke.* Ou donk?—[*A.*] En N; e avoe la pryce &c., par la resone ke memes ces beofs pasterunt sa pasture en C., e le pastour apersut de luy, e enchassa le beytes hors de la pasture, e yl les suyt frechement e les prit, e issi avowe, &c.—*Her.* Demandom jugement de cest autorie, disicom yl ad conu ky yl les ad destreint[1] hors de sen fee, par la resone ky le pastur lenchaca; par la dut yl porter le recus, ou lever le hu e le cri, e nent prendre les bestes, &c.—HERTFORD. Coment put yl porter le Recus ou nul recus fut fet, ou lever hu &c. par la ou le bestes ne vus sunt [fussent?] deforces? ke si les bestes men vileyn vinent en men bles e defolent &c., e le pastur e le chase, ne porroy nent sure les e prendre hors de meen fee? Si porroy. Ausi par deca.—*Har.* Ky les prit en Bodone, prest &c.; par la ou yl avoue la prise bone par la resone ke yl trova en sa pasture &c., a cet avoerie ne put yl avenir, ky yl nad a cel pasture for pasture a .xx. berbys e vaches de solayle levant dekes a salayl reculant,[2] e le fee repose en le persone le Abbe; demandom jugement de cest autorie.—*Scrop.* Nent lestat le Abbe le jor de la prise, prest &c.—*Har.*[3] Grantet ke vus ne avet le pasture fors a .xx. vaches en le maner ke est avant dyt ou nun.—*Srop.* La gist deus resones ou vus limites nostre pasture; e par la ou vus dytes ke vus avez le estat le abbe, se serray ressu a defere le estat; cele nest le estat.—E lautre le revers.—E quant a la prise de .xxxvi. beofs, de

A.D. 1293. De injusta districtione: vee de nam remue par le Recordare.

[1] MS. destent.
[2] MS. recurant.
[3] MS. kar grantet.

A.D. 1293. thirty-six oxen, they were in the pasture in C., and they came out of the vill of E. which has no right of common in C.; and he took them in C.; and thus he avows the taking. *Hertpole.* He avows the taking in C. Is he avowed?—*Scrope* was avowed.—*Hertpole.* In Putne, and not in C. ready &c.—*Scrope.* You took twenty in R. (P.?) and sixteen in C.— *Warwick.* Judgment of these outrageous distresses; it was sufficient to take the twenty, and leave the sixteen.—*Scrope.* When the beasts are damage fesant, one may avow for the whole number.—*Warwick.* They were in our common, ready &c.—And the other side said the contrary.

Mordancester. § A. brought a writ of Mordancester against B.—*B.* On this writ he shall not be answered: for his father enfeoffed us by this charter, and then he himself released and quit-claimed unto us by this deed.—*A.* To which of these will you hold.—*B.* To both.—METINGHAM. You must hold to one.—*B.* held to the charter.—*A.* Not the deed of our ancestor.—*B.* said the contrary.

Writ of Mordancester. § One A. brought a writ of Mordancester against B. who answered that he was the lord, and claimed nothing in the tenement except as lord, and that he (A.) did not before the purchase of the writ come and demand the tenement from him; and that if he had so come, he (B.) would have given it up to him.—*A.* We did come to him before the purchase of the writ, and we asked for the land, and he refused us utterly, ready &c.; and we pray the assise.—THE ASSISE passed and said that he refused to permit him to enter before the purchase of the writ. And he recovered his damages, and the entry [on the roll] was extended to his damages.

Novel Disseisin. § A. and B. and C., parceners, brought an assise of Novel Disseisin against G., and complained that G. had disseised them of their frank-tenement in C., namely

ceo beofs furent en la pasture en C. les queus furent de la vyle de E. ky nad nule commune en C.; e yl en C. les prit, e issi avoue.—*Har.* Yl avoue la prise en C. Est yl avoue?—*Srop* fut avoue.—*Har.* En Putne e nent en C., prest &c.—*Srop.* Vus preynet .xx. en R. e .xvj. en C.—*Warwyke.* Jugement de ces utrages destresces; par la ceo suffit des prendere le .xx. e lesser le .xvj.—*Srop.* En damages fessant len put avoer de lenter numbre.—*Warwyke.* En nostre commune, prest &c.—Le revers. A.D. 1293.

§ A. porta bref vers B.—*B.* A ceo bref ne serra respondu; ke sun pere nous feffa par ceste chartre, e puys yl meymes nous relessa e quiteclama par ceo fet.—*A* A quel de ceo volet vous tenir.—*B.* Al un e a lautre.—METINGHAM. Pernez al un.—*B.* pryt a la chartre.—*A.* Nent le fet nostre auncestre.—*B.* Le revers. Mortis antecessoris.

§ Un A. porta bref de mord de ancestre vers B.; ky respoundi ke yl fut seygnur, e ne clama ren en cel tenement mes cum seygnur, e ke yl ne vint avant ceu bref purchace a ly a demander ceu tenement, e ke si yl ut venu yl ut rendu a ly.—*A.* Ke nus venimes a ly avant le bref purchase, e demandamus la tere, prest &c.; e yl nus via tut outre, e priom[1] lassise.—E la assise passa, e dit ke yl via le entre avant sun bref purchase: A. recovera ses damages; e les entre furent estendu a ces damages. Bref de mort de ancestre.

§ A., B., C. parceners porterent le assise de novele disseisine ver G., e ceo playnt ke G. les avoyt disseysi de lur franc tenement en C., nomement de tant de tere, Nova disseisina.

[1] MS. prit.

A.D. 1293. of so much land, whereas they entered as heir after the death of P., and were seised until &c.—*G.* There ought not to be an assise; because when they claim title on the seisin of their ancestor and say that they entered as heir, we say that they alone are not heir; for D. is equally heir and is not named &c. — THE JUSTICE. Answer. Were they seised or not?—*G.* Not seised.—The ASSISE said that they were seised, and that they had a parcener named D. &c.—THE JUSTICE adjudged that they should recover their three shares, and their damages in respect of the three shares.

Novel Disseisin. § An infant under age brought an assise of Novel Disseisin against B. The infant was eloigned: whereupon an infant under age came and prayed to be received to sue for him, by virtue of the Statute.—THE JUSTICE said that he ought not to be received; for the reason that he in whose place he prayed to be received could not himself plead except by guardian; and (said he) How ought you to be received since you can not plead in your proper person? But, if he have any next friend of full age, let him come and he shall be received.

Right. § A. brought a writ of Right patent against B. in the court of C., which was removed into the County Court. The defendant brought the Pone to the Sheriff to remove the plea into the Bench; and he said at the end of the Pone "have there this writ and the other."—B. prayed judgment of the Pone; for (said he) the Pone supposes that the Original remains with the Sheriff; but this is a patent writ which remains with the demandant; and we pray judgment.—*Hyham.* Our Pone is in substance accordant with the original writ; and even if there is a word in the Pone which is not of the substance of the same, yet for that the writ will not abate.—*B.* This is a writ of Right, with which writ the Pone

par la ou eus entrerunt apres la mort P. cum heyr P.,[1] e seysi furunt sy la &c.—*G.* Ke assise ne deyt estre; pur ceo ke eus clamerunt title de la seysine lur auncestre, ke eus entrerunt cum heyr; nus vus diums ke eus ne sunt soul heyr; ke D. est ausi ben heyr, ky nest pas nome &c. — LA JUSTICE. Responet, furunt yl seysi ou nun?—*G.* Nent seysi.—LA ASSISE dyt ke eus furunt seysi, e ke eus aveient un parcener D. &c. — LA JUSTICE agarda ke eus recoverasent les tres parties, od damages de tres parties. A.D. 1293.

§ Un enfant dedeyns age porta la assise de novele disseysine ver B. Lenfant fut aloyne; pur quey un enfant dedeinz age pria de estre ressu a sure pur ly par estatut.[2]—LA JUSTICE dyt ke yl ne dut estre ressu; par la resone ke cely en ky lu yl prie de estre ressu ne porroyt memes pleder, si nun par gardeyn: coment ducet vous estre ressu, depuys ke vous ne poez pleder en vostre propre persone? mes si luy ad nul ke seyt sun procheyn amy de playn age, venge e yl serra ressu. Nova Disseisina.

§ A. porta bref de dreyt patent ver B. en la curt C., ke fut remue en Cunte. Le defendant porta le Pone a vicunte de remuer la parole en Bank; e dyt en la fyn de le Pone "habeas ibi hoc breve et aliud." B. demanda jugement dyl Pone; kar le Pone suppose ke le bref originall demert ou le vicunte; mes ceo est un patent ke demert ver le demandant; e demandom jugement. —*Hyham.* Nostre Pone est acordant a le bref original en la substance; e tut est yl une parole en le Pone ky ne est par de la substance, pur ceo ne serra mye le bref abatu.—*B.* Ceo est un bref de dreyt, al quel bref le Pone deit estre acordant, e nent plus ne De Recto

[1] MS. r°

[2] 13 Ed. I. (Westm. 2) c. 15.

A.D. 1293. must be accordant, neither more nor less.—METINGHAM. Answer over.—And then B. prayed a View of the land.

Voucher. § Note. Suppose that I vouch a dead man, thinking that he is alive; and on the next day it is shewn that he is dead. Think you that by reason of this I can not revouch?—METINGHAM replied in the affirmative; (which is correct).

Mordancester. § Note. Three parceners brought a writ of Mordancester, and one of them married after the purchase of the writ, and the other two parceners prayed that they might sue for their two portions. But the writ abated, because one took a husband before she was severed by order of the Court.

Warranty. § One A. vouched W. to warranty against C. who demanded her dower.—*W.* asked what A. had to bind him to warranty.—*A.* Your father enfeoffed our father to hold by homage and ten shillings of rent; and after the death of our ancestor we entered and did homage to you: and so, because the tenements came out of the seisin of your ancestor, and you are seised of our homage, and the woman's husband was never seised after that time, we vouch you to warranty.—*Warwick.* You vouch us by two steps, viz. by reason of the homage, and by reason that the tenements came out of the seisin of our ancestor; so you must hold to one.—*Sutton.* One depends on the other.—METINGHAM. If one enfeoff me of land to hold by homage and rent, I shall bind him if I be impleaded.—*Warwick.* Our ancestor was not seised of his homage by reason that the tenement came out of his seisin, but by reason that he was the lord; ready &c.—And the other side said the contrary, viz. that the tenement did come out of his seisin.

meyns.—METINGHAM. Responet outre.—E yl demande- A.D. 1293.
runt veue de tere.[1]

§ Nota, Joe vocheray un home mort pur ceo ke jeo De Vocher.
enteng ke yl est en playn vye; al autre jor len teymonye ke yl est mort. Quidet vus pur ceo ke jeo ne purray revocher?—METINGHAM dyt ke cy: (et hoc est verum).

§ Nota, parciners porterunt bref de mort de ancestre, Mortis ante-
e la une se lessa esposer pus le bref purchace, e les cessoris.
autres deus parciners prierunt ke eus pussunt sure pur les deus parties. Le bref se abatit, pur ceo ke le un prit baron avant ke ele fut severe par agard de la Court.

§ Un A. voucha a garrant W. ver un C. ke demanda De War-
dowere.—*W.* demanda quey yl avoyt pur ly lyer a la rantia.
garrantye.—*A.* Vostre pere feffa nostre pere pur homage e .x. souz de rente; e nus entrames apres la mort nostre auncestre, e feimes a vus homage; issi pur ceo ke les tenemens isserunt de la seysine vostre auncestre, e vus seysi de nostre homage, e le baron la femme pus cel tens unkes seysi, nus vus vochum a garrantye.—*Warrwyke.* Vus nus voches par deus gres, ceo est a saver par homage, e ke les tenemens isserunt hors de la seysine nostre auncestre; dunt vus devet prendre al un.—*Suttone.* Le un depent del autre.—METINGHAM. Un mey ad feffe de teres pur homage e rente, jeo luy lirray si jeo suy enplede.—*Warrwyke.* Ky nostre auncestre ne fut nent seysi de son homage par la resone ke le tenement issyt de sa seysine, mes cum seygnur, prest &c.—E lautre le revers, ke le tenement issit de sa seysine.

[1] See the case at p. 71.

A.D. 1293. Nota bene. In this case the woman recovered seisin of her dower, although her husband was not seised of the tenement.

Recovery of land lost by default. §. A. brought a writ for twenty acres of land against C., who made default after appearance. An infant under age prayed to be received to defend his right.—A. said that the infant had not any right either then or on the day when the writ was purchased, because C. entered immediately after the death of F. the ancestor of A.—THE INQUEST said that he had nothing, neither fee nor right, on the day when the writ was purchased.

Dower. § A. brought a writ of Dower against B., and demanded her rightful dower in Birmyngham and in B. and in C. &c.—*B.* prayed the View.—*Sutton.* You ought not to have the View, because you had entry by your husband.—*Friskeney.* We have tenements in Birmingham by lease from your husband, but not in Birmyngham; therefore &c.—*Sutton.* What do you answer as to the other vills?—*Friskeney.* This is a "præcipe;" therefore it is sufficient to abate the writ in one point. METINGHAM. This is a "præcipe" &c., which can not be at once good and bad.—*Sutton.* In Birmyngham, ready &c.—And they went to the inquest on the averment.

Wardship. § A. brought a writ of Right of Wardship against B., and said that the Wardship belonged to him, for the reason that C., the father of F. the infant, held of W. in socage, and that he (A.) was the nearest relation &c.—*Sutton.* We do not challenge anything in that tenement except through C. who is in ward to us, and he is not named in the writ; judgment.—*Spigornel.* This exception is to abate the writ; therefore you shall not get to it; for

Nota bene; en ceo cas le femme recovera seysine de sen dowere, tut ne fu sen baron seysi de le tenement. A.D. 1293.

§ A. porta bref ver C., de .xx. acres de tere, ke fit defaute apres aparance: un enfant de deins age prie de estre ressu a defendre seon dreyt. A. dyt ke lenfant nad nul dreyt ne avoyt le jor del bref purchace, pur ceo ke C.[1] entra meyntenant apres la mort F. auncestre A.—LENQUESTE dyt ke yl ne avoyt ren ne fe ne dreyt le jor del bref purchace. Recuperacio terræ amissæ per defaltam.

§ A. porta bref de dowere ver B., e demanda son renable dowere en Birmyngham[2] en B. e C. &c.—*B.* demanda la veue.—*Suttone.* La veue ne devet aver, pur ceo ke vus avez le entre par vostre baron.—*Friskeney.* Nus avum tenemens en Birmingham de le les vostre baron, e nent pas en Birmyngham; pur ceo &c. —*Suttone.* Quey responez a les autres vyles?—*Friskeney.* Ceo est un præcipe; pur quey aces suffyt abbatre en un poynt.—METINGHAM. Ceo est un præcipe; pur quey aset suffit abatre en un poynt.[3]—METINGHAM. Ceo est un præcipe &c. le quel ne put estre bon e maveys. —*Sottone.* En Birmyngham, prest &c.—E sunt a la verement. De Dote.

§ A. porta bref de garde ver B., e dyt ke la garde a ly apent, par la resone ke C. pere F. deins age tent de W. en sokage, e yl est procheyn parent &c.—*Suttone.* Nus ne chalangum rens en cel tenement si nun pere C. ke est en nostre garde, e yl nent nome en le bref; Jugement.—*Spigurnel.* Cet excepcion est a abbatement de bref, pur quey vus ne avendreys mye; kar nus ne De Custodia.

[1] MS. se.
[2] MS. Birmingham.
[3] The transcriber has evidently by mistake repeated *Frisheney's* objection.

A.D. 1293. we did not find any deforceor but you on the day when the writ was purchased; but if you claim nothing except in C.'s name, pray aid.—METINGHAM. Thus you would gain a step; and you will say that you claim nothing except in the name of C., in order to maintain a tort.—*Suthoots.* This is a writ of Right of Wardship; and we think that the right to the wardship reposes in the person of one who is not named &c.—METINGHAM, I advise that you bring a writ of Mordancester in the name of the infant, and as his next friend, against the guardian and against the infant. —And the writ of Right of Wardship abated.

Novel Disseisin. § A. brought a writ of Novel Disseisin against B. and C. and D.—*B.* claimed nothing.—*C.* said that she had committed no tort, because that it was the heritage of A. who died seised of that tenement, and that she after his death entered as next heir.—THE ASSISE said that one Cecily gave that tenement to her daughter Alice who afterwards married A., and which Alice died before they had any issue; and that A. held possession for three years, and devested himself thereof [in favour of the demandant] when the King was at Warwick; and that D. came to the chief lord and said that A. (Alice) was dead, and gave something that she might have entry; and that the lord put her in seisin. And they prayed the assistance of the Justices.—THE JUSTICES adjudged that no disseisin had been committed, and that A. should take nothing by his writ.

Attachment after Prohibition. § A. brought the "Attachment on Prohibition" against W. and Isabel his wife, on the King's behalf; and said that whereas he brought the Prohibition &c. to them at Oxford, forbidding them to sue &c. whereas they were suing for chattels against the parson of Cherltone (the subject of the suit not being a matter matrimonial &c.); and that when he brought the Pro-

trovames autre deforcior fors ke vus le jour del bref purchace; mes si vus ne clamet ren sy [nun] en le nun C., prieyt eyde.—METINGHAM. Issi atrechereyt a vus tot un pas, e dirret ke vus ne clamat ren si [nun] en le nun C. a meyntener un tort.—*Suckote.* Ceo est un bref de dreyt de Garde; e nus entendom ke dreyt de la garde reppose en la persone ben ke nest pas nome &c.—METINGHAM. Jeo lou ke vus portet le bref de Mort [de ancestre] en le nun lenfant cum procheyn amy ver le gardeyn e ver lenfant: e le bref de dreyt de garde se abbatyt. A.D. 1293.

§ A. porta bref de novele disseysine ver B. C. D.— *B.* ne clayme rene.—*C.* dyt ke ele ne fyt nul tort, pur ceo ke se fut le heritage A. ke morut seysi de cel tenement, e ele apres sa mort entra cum plus procheyn heyr.—LE ASSISE dit ke un Cecyly dona cel tenement a Alyce sa fyle, ke pus se lessa espocer a A., la quele Alyce morut avant ke eus aveient nul engendrure; A. se tynt leins treis auns, pus se mit [demit?] la ou le Rey[1] fut a Werweke: D. vynt a chef seygnur e dyt ke A. fut mort, e dona de sen ke ele pout aver le entere; le seygnur la myt en seysine. E prierunt eyde de Justice.—JUSTICE agarderunt ke nul disseysine fut fet, e ke A. ne prend[2] ren par sen bref. De Nova Disseisina.

§ A porta attachement sur la Prohibicion ver W. e Ysabele sa femme, pur le Rey, e dyt ke la ou yl porta Prohybicion &c. a ly a Oxonford, e ele defendy ky ne suyt &c. par la ou yl suet de chateus ver la persone de Cherltone, ky ne fut matrimonye &c., yl luy porta Attachiamentum post Prohibicionem.

[1] MS. Dey.

[2] MS. perd.

A.D. 1293. hibition &c. he would not cease, but trampled it under his feet, in contempt &c. — *Sutton.* We did not prosecute any plea in Court Christian against the King's Prohibition.—METINGHAM. What do you answer to the contempt, and to your trampling the Prohibition under your feet.—*Suthcote.* We did not trample on it as you have counted, ready &c.—And they went on the averment.

Exception. § Note that, if you demand the manor of C. with the appurtenances, you will recover although you do not name the vill; but if you demand two acres of land, you must describe them as "in the vill of C.," otherwise you will not be answered.

Debt. § John brought a writ of Debt against A. and B. and C., saying that they had bound themselves to him jointly by bill.—*Sutton.* C. is dead; wherefore we pray judgment of the writ.—*Warwick.* Let each one answer for his proportion.—*Sutton.* Not in this writ; for if one of the debtors die pending the plea, the writ abates; and if one of the debtors make default, the others will not answer without him.

Ael. § A. brought a writ of Ael against N. Bishop of N., and the summons said "summon the aforesaid "Bishop."—*Gosefeld.* On this writ you ought not to be answered; for that the commencement of the writ says " command N. Bishop of &c.," and the summons says " summon the aforesaid Bishop," whereas it ought to have said "summon the aforesaid N.;" wherefore we pray judgment of the writ.—*Mutford.* The writ is good; for the reason that in every writ he ought to be called " the Bishop" on account of his dignity; so, it is good enough to say in the summons "summon the aforesaid " Bishop."—*Gosefeld* prayed the View.—And he had it.

la Prohibicion &c. yl ne voleyt ceser mes defola de sus ces pees e depyt &c. — *Suttone.* Ky nus suymes nul play en curt Cristian encontre la Prohibicion le Rey. — METINGHAM. Quey responet al despit, e ky vus defolatet e mercates la Prohibicion desus vos pes.—*Siscote.* Ke nus ne defolamus poynt sicom avez cunte, prest &c.—E sunt a la verement. A.D. 1293.

§ Nota, si vus demandet le maner de C. ove les apurtenaunces, vus recoveret sanz nomer le vyle; mes si vus demandet deus acres de tere, yl vus covent dire en la vyle de C., autrement ne serrez respondu. Excepcio.

§ Jon porta bref de dette ver A. B. C., ke eus avey-ent oblyge en commune a ly par bile.[1] — *Suttone.* Ke C.[2] est mort; pur quey demandom Jugement de bref. — *Warryke.* Respoyne chekun pur sa porcion. — *Suttone.* Nemye a cest bref; kar si un de dettors seyt mort pendant le play, [le] bref ce abbate: si un de dettors face defaute, les autres ne respunderunt mye sanz luy. De Debito.

§ A. porta bref de ael ver N. Eveske de N., e le sumonse voleyt "summone prædictum Episcopum." — *Gosefeld.* A ceo bref ne devez estre respundu; pur ceo ke comencement du bref si dyt "præcipe N. Episco-"pum," e en le summuns yl dit "summone prædic-"tum Episcopum," par la yl dut dyre "summone "prædictum N.;" pur quey demandom Jugement de bref. — *Mutford.* Le bref est bon; par la resun ke en chekun bref sy deyt yl estre nome Eveske pur la dignite; dunt assez bon est a dire en le summons, "sum-"monez le avant dyt Eveske."—*Gosefeld* demanda la vue e avoyt. De Avo.

[1] MS. ble. | [2] MS. ceo.

A.D. 1293. Nuper obiit.

§ A. and B. brought a Nuper Obiit against J. and A. his wife; whereupon J. and A. answered in such wise that they got to an averment; and a day was given to cause the Inquest to come into the Bench unless the Justice should previously come into the country. The Justice came into the country and took the inquest. On the day of the inquest being taken the husband made default. The parties had a day given to come to the Bench to hear their judgment; on which day the wife prayed to be received to defend her right.—*Gosefeld.* She ought not to be received; because the husband made default, and she herself pleaded to the inquest, and we have come here to have judgment on the verdictof the inquest; wherefore she ought not to be received.—METINGHAM. We find by the Record that she pleaded with her husband to the inquest, and then the writ of Nisi Prius issued, and our companions took the inquest in the country, and the husband made default at the taking of the inquest. Now if her husband were to come and challenge the right to dereign, he would be received; much rather ought she to be received to defend her right. — And she was received: and she answered that they (the demandants) ought not to have an action; for the reason that the said Alice, on whose seisin they made their demand, was married to one John who begot on her A. and B: John died, and then she married one P. who begot on her one W. and this Felice; which W. entered after the death of Alice as son, and died seised; so that she is sister of the whole blood: therefore we pray judgment if they can have an action. — *Gosefeld.* W. died ten years before his mother, ready &c.—And the other side said the contrary.

Right.

§ A. brought a writ of Right against B., who said that he ought not to be answered, because he (A.) himself had released and quit-claimed to the said B., and

§ A. e B. porterunt le nuper obiit ver J. e A. sa femme; pur quey J. e A. responderunt issi ke yl furunt a la verement; e jour done de fere vener lenqueste en Bank si le Justice ne veint plus tot en pays. Le Justice vynt, e prit lenqueste en pays. A jor de lenqueste prise, le baron fit defaute. Jor done a partyes en Bank de oyer lur Jugement; a quel jor la femme pria de estre ressu a defendre son dreyt. — *Gosefeld.* Ele ne deit estre ressu; pur ceo ke le barun fit defaute, e ele meymz pleda a lenqueste, e nus sumes venus issi de aver Jugement sur le verdyt lenqueste; pur quey ele ne deit estre ore ressu. — METINGHAM. Nus trovam par record ke ele pleyda ou sen baron a lenqueste, e pus le bref issit nisi prius, e nos compaynons pristerent lenqueste en pays, e le baron fit defaute a prendre de lenqueste: e si son baron veint e chalenge la derenablete, si serreyt yl resu; par plus forte resun ele deyt estre resu a sen dreyt defendre. —E fut ressu: e respondi ke eus ne dussent aver accyon; par la resone ky cety Alyce, de ky seysine demanderunt, e fut espoce a un Jon, ky engendra de luy A. e B.: J. devia, e pus ele ce lessa espocer a un P. ky engendra de luy un W. e cety Felice; le quel W. entra apres la mort Alyce cum fiiz, et morut seysi; issi ke ele eyt seor de lenter sank; dunt demandom Jugement sy yl pusent accyon aver. — *Gosefeld.* Ke W. morut .x. anz avant sa mere, prest &c.—E le autre le revers. A.D. 1293. Nuper obiit.

§ A porta bref de dreyt ver B., ke dyt ke yl ne dut estre respundu, ky yl memes ad relesse e quiteclame a cety B., e demanda Jugement sy yl deyt estre De Recto.

A.D. 1293. he prayed judgment if he (A) ought to be answered.—*A.* We say that we were under age at the time of the execution of the quit-claim; wherefore it ought not to prejudice us.—*Mutford.* You cannot get to that; for here before such and such Justices you brought the Novel Disseisin against us, and we put forward that quit-claim &c., and you said that it was executed while you were under age and that you were ready to aver it; and we said the contrary; whereupon the Assise was turned into an Inquest, who said that you were of full age; and it was adjudged that you should take nothing by the assise; which judgment is still in full force: and we pray judgment if you can now get to say that you were under age.—*Sutton.* We could annul that judgment by the Attaint; a fortiori by this writ, which is purely of the Right.—*Mutford.* Since the judgment was as aforesaid, and is still in full force, we pray judgment. — METINGHAM. Was it or was it not found by the Inquest that you were of full age?—*Sutton* could not deny it.—Wherefore it was adjudged that he should take nothing by his writ.

Cessavit per biennium.

§ John de Badam and Joan his wife brought the "Cessavit per biennium," against the Master of the Almonry of St. Mark of Hileswyke for the manor of Pullet and two mills with the appurtenances in C.; for the reason that he held of the said John and Joan by the services of finding food for one hundred poor persons, that is to say for each person a loaf of bread weighing thirty-five shillings and a pottage made of good oat-meal; of which services one Robert, ancestor of Joan, was seised as of fee &c., descending to Joan as daughter and heir; and which [manor &c.] to the said John and Joan ought to revert by the form of the Statute &c., for that the said Master has ceased for two years to perform the said services.—*Gosefeld.* He ought not to be received to this writ; for we tell you that the manor and the mills are open to

respondu.—*A.* Nus diums ke nus fumes deinz age a la confexcion de cel quiteclame fet; pur quey ele [ne] nus deyt grever. — *Mutford.*[1] A ceo ne poez avener; kar iceo devant teus Justices si portates la novele disseysine ver nus, e nus meymez avant cele quiteclame &c., e vus deites ke ele fut fet tant cum vus futes de deinz age e cel volyez averer, e nus le revers; pur quey la Assise fut torne en un enqueste, ky dit ke vus futes de playn age; e agarde fut ke vus ne precyez ren par la assise; la quele Jugement esta uncore en sa force: demandom Jugement si vus pucet ore vener a dire ke vus futes deinz age. — *Suttone.* Nus purrum aninter cel jugement par lateynte; par plus fort par ceo bref ky est purément de dreyt.—*Mutford.* De pus ke jugement fut tele, e uncore est en sa force, jugement. — METINGHAM. Fut yl trove par lenqueste, ke futez de age ou nun?—*Suttone* ne put dedire. Purquey fut agarde ne yl ke preyce ren par sun bref. A.D. 1293.

§ Jon de Badam e Jone sa femme porterunt le "Cessavit per biennium" ver le Mester del aumonnie de Seyn Mark de Hileswyke, e de le maner de Pullet e deus moleins ove les apurtenances en C., par le resone ke yl tint de Jon e Joue par les services de trover a C. povers peture, ceo est a saver a chekun un payn de pays de .xxxv. souz e potage fet de bon fereine de aveyne; des queus services un Robert auncestre Jone fut seysi cum de fee &c., descendant a Jone cum a fyle e a heyr; e les queus a memes ceus Jon e Jone deyt revertyr par fourme de Statut[2] &c., pur ceo ke le avant dyte Mestere en fessant le avantdite services ad cesse par deus ans.—*Goce*[*feld*]. A ceo bref ne deyt yl estre ressu; ky nus vus diums ke le maner e le molyns suns overt a la Cessavit per biennium.

[1] MS. Metingham.

[2] 13 Ed. I. c. 41.

A.D. 1293. distress; and this writ only serves where the land lies uncultivated; wherefore we pray judgment.—*Warwick.* Say that you hold that manor and the mills of us; and afterwards say that.—*Gosefeld.* That is not necessary; for we only ask to abate the writ and to lead you to a distress, since this writ does not serve in this case. —*Warwick.* Our writ mentions that you hold of us. Answer to our writ; for a stranger can not bring this writ; so you must needs say that you do or do not hold of us.—*Gosefeld.* Reserving to ourselves this exception, we will say something else; we say that we hold of them. —*Hyham.* Do you hold of us by that service viz. the feeding these poor persons, or not?—*Gosefeld.* We are not in a writ of Customs and Services, but in a writ which demands lands in demesne; wherefore there is no need to answer so far on.—*Warwick.* You have admitted that you hold of us; and we will aver that you hold of us by these services, which services are withheld; so we pray judgment.—*Gosefeld.* Go on further; for the tenements are open to distress.—HERTFORD. You answer his writ in part, and in part you do not; his writ says that you hold of him by such a service; therefore you must answer fully to his writ.—*Gosefeld.* In no writ except the writ of Customs and Services is it necessary for one to answer by what service he holds his tenement; now we are not here in a writ of Customs and Services, but we are in a writ of Right by which he demands the manor in demesne.— METINGHAM. Adjourn until to-morrow.

Replegiare. § W. brought the Replegiari against B. for a mare and an ox which he tortiously took in C.—*B.* answered as to the mare that he did not take it; and as to the ox, he avowed the taking good, for the reason that W. the son of A. held of him so much land in C. by suit to his court at C. every three weeks, and by fealty and ten shillings of rent &c., whereof he was seised by the hand of W., which W. enfeoffed D. the father of W. to hold of the chief lord, and which W did fealty to us and paid to us

destresse; e ceo bref ne sert ky la ou la tere gist fresche: A.D. 1293.
purquey demandom jugement. — *War.*[1] Dites ke vus tenet de nus cel maner e les molyns, e pus dites ceo.— *Gosefeld.* Ceo ne est mester; kar nus ne demandomus ke bref abbatre, e carier vus a la destresse, de pus ky le bref ne sert en teu cas.—*Warrwyke.* Nostre bref fet mencion ke vus tenet de nus: responet a nostre bref; car estrange ne porra porter ceo bref: dunt yl vus covent dire ke vus tenet de nus ou nun.—*Gosefeld.* Save a nus cest excepción, nus dirrums autre chose: nus dium ke nus tenum de Heus.—*Hiham.* Tenet vus de nus par teu service, a pestre teu pourz, ou nun?—*Gocefeld.* Nus ne sumes pas a bref de costumes e de services, mes a un bref a demander tere en demene; pur quey yl ne est mester tant avant respundre. — *Warrwyke.* Vus avez conu ke vus tenet de nus; e nus volum averer ke vus tenet de nus par teu service, [ke] sunt sustrete; dunt demandom Jugement.—*Gosefeld.* Pernez plus ove vus, ke les tenements sunt overte a les destrece.—HERTFORD. Vus responet a partye de sen bref, e a partye nent: sun bref dyt ke vus tenet de luy par teu service; pur quey yl vus covent respondre playnement a son bref.—*Gocefeld.* Yl ne est mester a conustre par queu service home tent sen tenement a nul bref si nun en bref de costumz e de service; mes nus ne sumes issi a un bref de costumes e de services, einz sumes a un bref de dreyt pur quel yl demand le maner en demen.—METINGHAM. A demayn.

§ W. porta le repleggiare ver B. de un Gumence e un beof, ky atort prit en C.—*B.* respondy qant al jumence ke yl ne prit nent; qant al beof, avoue la prise bone, par la resone ke W. le fiiz A. tynt de luy tant de tere en C. pur sute en sa court de N. de treis symayns &c., e pur feute e .x. souz de rente &c., dunt yl fut seysi par my la meyn W., liquel W. feffa D. pere W. a tener de chef seygnurage, la quel W. nus fyt sa feute, e de Replegiare.

[1] MS. kar.

A.D. 1293. the service of the ten shillings; and the suit for four years is in arrear; and thus he avers the taking on W. the son and heir of D.—*Hyham* asked if he stood by that avowry.—*Mutford.* Sir, we stand by that avowry.—*Hyham* prayed judgment, inasmuch as (said he) he has admitted that he was not seised of that suit by the hand of our father or by our hand, and yet he avows the taking on us; and we pray judgment of this avowry.—*Mutford.* His father was enfeoffed to hold of us by the services due and accustomed; and we were seised of his father's fealty and of the ten shillings; and we pray judgment if we can not avow the taking in respect of these arrears, since the suit is appendant to the fealty and the other services.—*Hyham.* He was not ever seised of the suit of our father, ready to aver it.—*Mutford.* We made a distress on his father for that suit, and he made his peace with us for the defaults of that suit, ready &c.—*Hyham.* He never made fine therefor, ready &c. And as to the ten shillings, see here the deed of your ancestor which states that he made the feoffment to hold by the service of seven shillings; so we pray judgment if in opposition to the deed of your ancestor you can demand more.—*Mutford.* We say that we and our ancestors have been always seised of the aforesaid services by the hand of W. the son of A. and his ancestors, ready &c.—*Hyham.* Answer to the other taking, viz. that of the ox.—*Mutford.* We avow the taking good; because one A. held of us so much land by these services and by paying talliage when we wished to have an aid from our tenants: and A. enfeoffed his [W.'s] father of these tenements to hold of the chief lord by the services due; and we were seised of that aid by the hand of his father; and now, for that aid, we avow the taking.—*Hyham.* Never seised by the hand of our father, ready &c.—And the other side said the contrary.

service de .x. souz; issi ke la sute nus est arere de .iv. anz; e issy avoue la prise sur W. fiiz e heyr D.— *Hyham* demanda sy yl voleit cet avowerie.—*Mutford.* Sire, nus volum cest avowerie.—*Hyham* demanda Jugement, desicom yl conut ke yl ne fut nent seysi par my la meyn nostre pere ne par my nostre mayn de cel sute, e yl avoue la prise sur nus; Jugement de cest avowerie. *Mutford.* Sun pere fut feffe a tener de nus fesant a nus les services due e costume; e nus fumes seysi de la feute son pere [e] de les diz souz; demandom Jugement si nus ne poum avoer la prise pur les arrerages, de pus ke sute[1] est apendant a la feute[1] e a les autres services.—*Hyham.* Ke yl ne fut unkes seysi de la feute [sute ?] nostre [pere], prest del averer.—*Mutford.* Nus feymes destresse sur sun pere pur cele sute e yl fit sa pes pur cels defautes de cele sute, prest &c.—*Hiham.* Ke yl ne fyt unkes sa fyn, prest &c.; e qant a la .x. souz, veez sy yl fet vostre ancestre ke teymoyne ke yl feffa pur les services de .vii. souz; dunt demandom Jugement si encontre le fet vostre auncestre plus poez demander.—*Mutford.* Nus diom ke nos e nos auncestres avum este tote tens seysi de les services avantdis par my la mayn W. le fiiz A. e ces auncestres, prest &c.—*Hyham.* Responet al autre prise de un beof.—*Mutford.* Nus avowom la prise, pur ceo ke un A. tynt de nus tant de tere pur ces services e pur taylages fere ove ces qant nus vorioms eyde aver de nos tenanz; e A. feffa sun pere de ces tenements a tener de chef seygnurs pur les services dues; e nus seysi de tel eyde par my la mayn sun pere; e ore pur tel eyde si avowom la prise.—*Hyham.* Unkes seysi par my la mayn nostre pere, prest &c.—E le autres le revers. A.D. 1293.

[1] In the MS. these words have changed places.

A.D. 1293. De vetito namio.

§ A. made his plaint "de vetito namio" in the County Court against the Prior of C. for a horse taken; and deliverance was made: and the Prior purchased the Recordari into the Bench; and on the day given, A. counted against him. And the Prior answered that he (A.) was his vilein.—*Mutford.* He can not get to that; for John is in a free state, and that by your own suit; for that you have removed the plea here by the Recordari of your own purchase; so we pray judgment inasmuch as you have made yourself a party with us by the Recordari, if you can now get to say that we are a vilein.—*Hyham.* It does not follow that you are free, although you be a party with us; you are a party [only] pending the plea.—*Sutton.* That you can not get to say that we are a vilein, I will prove to you; for this writ is given between lord and tenant; and whereas your writ states that you have distreined for customs and services which are in arrear to you, you thereby suppose that we are your tenant, and not a vilein: wherefore we pray judgment.—*Hertham.* Sir, why did you allow deliverance of the beasts to be made? Why did not you avow the ownership?—*Hyham.* If we had avowed the ownership, he would have sued an appeal against us.—HERTFORD. Waive the body.—*Hyham.* We avow the taking; for the reason that he holds of us in vileinage; and it was presented by our vileins that he ought to be our bailiff: and because all the holders of that tenement have held of us in vileinage, doing therefor vilein service, such as being our bailiff; and thus we avow the taking.—*Mutford.* Then they waive the person.—HERTFORD. Not in this writ. Now answer to the allegation that the holders of that tenement held in vileinage: for he ought not to have the benefit of both.—*Mutford.* We hold freely, by escuage and by the services of ten shillings and suit to your court of C. every three weeks, &c.; and we have been often essoined in your court; ready to aver it. And the other side said the contrary.

§ A. fit sa pleynte de vee de nam en counte ver le Priour de C. de un chival pris; e la deliverance fet; le Prior purchaca le Recordare en Bank; e a jour done A. cunte ver ly. — Le Priour respondit ke yl fut son vyleyn.—*Mutford.* A ceo ne put avener; kar Jon est en franc estat e par vostre sute demene; pur ceo ke vus avez remue la parole seynz par le Recordare, ky est vostre purchas demene; dunt demandom Jugement, desicom vus avez fet partie a nus par le Recordare, si vus pucet ore avenir a dire ky nus sumes vyleyn.—*Hyham.* Ceo ne sut pas ke vus estes franc, tut seez vus partye a nus; ke partye estes apendant le play. —*Suttone.* A ceo ne vendreyt mye a dire ke nus sumes vyleyn, jeo vus prof; kar ceo bref est done entre seygnur e tenant; ky par la ou vostre bref veut ke vus avez destreynt pur custumes e services ke arere vus est, si supposet ky nus sumes vostre tenant e nent vyleyn; pur quey demandom Jugement.—*Hertham.* Sire, pur quey grantates vus la deliverance les avers estr e feet ke ne uset avoue propretes.—*Hyham.* Si usum avoue proprete des avers yl ut attache sun apel ver nus.— HERT[FORD]. Veuet le cors. — *Hyham.* Nus avoum la prise; par la resone ke yl tent de nus en vylenage, e fut presente par me vyleyns ke yl dut estre nostre provot; e pur ceo ke touz ceus ky cel tenement tyndrent unt tenuz de nus en vylenage en fesant le vyleyn service cum de eus fere provos, e issi avoum la prise.—*Mutford.* Donkes veyvent la persone.—HERT[FORD]. Nent [a] ceo bref: ore responet a ceo ky ceus ke tyndrent ceu tenement si tyndrunt en villenage; kar yl ne deyt aver benefiis del un e del autre.—*Mutford.* Ke nus tenum franchement, par escuage e par les services de .x. souz e sute a vostre court de C. de treis symayns &c.; e sovent assoyne en vostre curt, prest del averer.—E le autre le revers.

A.D. 1293. De Vetito namio.

A.D. 1293. Writ of Cosinage.

§ One A. brought a writ of Cosinage against B., and demanded on the seisin of C. And B. answered that he (A.) had previously brought a writ of Entry and said that B. had entry by C., on whose seisin he now demands, to whom D. Luse leased [the tenement], which D. had nothing except wardship by reason of the nonage of P. cousin of A. whose heir he is &c.; whereby the lease was admitted; and we thereupon said that D. had the fee &c.; and thereupon the Inquest passed, which said that he had a fee: and inasmuch as the lease was admitted by both sides, we pray judgment if he can now say that C. died seised.—*Asseby.* After that lease he died seised, ready &c.—And the other side said the contrary.

Replegiare.

§ A. brought the Replegiari against B., who avowed the taking good, for the reason that it was presented at his Leet that he had purprested; and thereupon, on the day of the Leet, it was ordered that he should be summoned to answer at the next court; and for his default in coming to the next court it was awarded that he should be distreined: and thus, he (B.) avows the distress good. — *Gosefeld.* For a thing presented on the Leet-day he can not be fined except at the Leet on the same day when the presentment is made; and since the thing presented was not on the same day redressed, and since that was the cause of the summons on which he made default, we pray judgment of this avowry; and also because he (A.) ought not to answer at a Court-baron in respect of a purpresture presented at a Leet which is a higher court.—It was adjudged that the award [of distress] was bad.

Mesne.

§ A. brought a writ of Mesne against B., requiring that he should acquit him of a service which E. demanded in respect of the frank-tenement which he held of him in C.; and saying that whereas he held of him

§ Un A. porta bref de cosynage ver B., e demanda de la seysine C.; ke respondi ke yl porta avant iceo bref de entre, e dyt ke B. avoyt entre par C. a ky D. Luse lessa, de ky seysine yl ore demande, ky navoyt si garde nun par le nun age P. cosyn A. ky heyr yl est &c.; par la les fut grante; e deimes ky D. avoyt fee &c. sur ceo passa lenqueste ky dyt ke yl avoyt fee: e desicom fut grante le les de checun part, demandom Jugement si ore pusse dire ky C. morut seysi.—*Asseby.* Pus cel les yl morut seysi prest &c.—E le autre le revers. A.D. 1293. Bref de Cosinage.

§ A porta le replegiare ver B., ky avoua la prise bone, par la resone ke yl fut presente a sa lettre ke yl avoyt purpresture; sur ceo, le jor de la lettre fut commande ke yl fut sommonz a respondre al procheyn curt; e pur la defaute ke yl ne vyent al procheyn curt yl fut agarde ke yl fut destreynt; e issi avoua la prise bone. — *Gosefeld.* De chose ky est presente a jour de la lettre ne put amender si nun a la lettre memes le jor fut presente; e depus ke la chose presente ne fut cel jorne redresse, e ceo fut la cause de la summonz pur quey yl fit defaute, demandom Jugement de cest avowerie; e pur ceo ke yl ne dut respundre a curt de baron de purpresture presente a la lettre ky est plus aut court.—Fut agarde la agard mauveys. Replegiare.

§ A porta bref de meen ver B., ky yl ly aquitat de service ky E. ly demande del franc tenement ke de luy tent en C.; ke la ou yl tent de luy par homage De Medio.

A.D. 1293. (B.) by such a service, the said E. distreined him for B.'s homage, ready &c. — *Mutford.* What have you to shew the right to acquittance? — *Warwick.* We hold of you by homage and service, and we are distreined for your homage; therefore we wish to know if you claim anything in our service.—*Mutford* did not claim anything; because he had an action to demand the tenement in demesne.

Debt. § A. brought a writ against B., and demanded seven pounds and ten shillings, for the reason that whereas on such a day in such a year he put him in possession of a piece of land in C. for a term of fourteen years, on the condition that he should build on that piece of land a house of the value of fourteen pounds, and, that if he did not so build then that he (B.) should pay to him the deficiency in value within two years next ensuing; and that the house was of the value of only six pounds and a half; wherefore he came to him within the two years and demanded the seven pounds and ten shillings, and he (B.) would not pay &c.— *Est.* We think that in this writ he ought not to be answered; for the reason that A. counted of a condition viz. that if he did not cause to be built a house of the value of fourteen pounds &c.; and in that case a writ of Covenant lies, because he has broken a covenant: wherefore I pray judgment if in this writ he ought to be answered.—HERTFORD (JUSTICE). If I let to you a piece of land for a term of years at a rent of ten shillings by the year, and you pay nothing, do you think that I shall not have recovery by a writ of Debt? I shall. So in the present case.—*Est.* The writing states that the house was to be surveyed; but we tell you that it was never surveyed or valued by good folk as the writing required; and this we will aver. — BEREFORD. It may be that he (B.) would not have the house surveyed and valued by good folk; for

e par tel service, celuy E. luy destreint pur le homage B., prest &c. — *Mutford.* Quey avez de quitance? — *Warwyke.* Nus tenum de vus par homage e service, e nus sumes destreint pur vostre homage; par quey nus volum saver si nus volez clamer ren en nostre service. —*Mutford* ne clama ren; e pur ceo ke yl avoyt accion a demander le tenement en demen. A.D. 1293

§ A. porta bref de dette ver B., e demanda .vii. livres .x. souz, par la resone ke la ou yl luy bayla, tel jor tel an, une place en C.[1] a terme de .xiiii. anz, ke yl freyt lever un meson sur la place a la value de .xiiii. livres, e sy yl ne freyt, le surplus de tant cum la mesone vaudra meyn ke B. dut payer a cesti A. le surplus de enz le deus anz procheyns suant, par la ou la meson ne vaut ke .vi. livres e demeye; pur quey yl veynt a luy e demanda le .vii. livres e .x. soz dens les deus anz, e pus yl payer ne voleyt &c.—*Est.* Nus entendum ke yl a ceo bref ne deit estre respoundu; par la resone ky A. counta de un condicion ke sy yl ne feyce lever un meson pris de xiiii. livres &c.; e la gist le bref de covenant ke yl ad enfreynt covenant: pur quey jeo demande jugement si a ceo bref deyt estre respoundu.—HERTFORD (JUSTICE). Si jeo vus lece une tere a terme des anz pur .x. soz rendant par an, e vus ne payet nent, quidet vus ke jeo ne avera recoverer par bref de dette? Si avera. Ausi par desa. — *Est.* Lescrit veut ky len sour veut la meson; mes nus dioms ke ele ne fut veu ne preyce de bone gent cum le escrit veut; e ceo volum averer.—BEREFORD. Yl pout[2] estre ky yl ne voleyt ky la meson fut veue e preyce de bone De Debito

[1] MS. se.

[2] MS. ne pout.

A.D. 1293. by this proceeding he could keep him out of his debt for ever. Therefore answer to his demand.—*Lytiltone.* We say that he was to warrant us a piece of land forty feet in length and twenty feet in breadth; whereas one Thomas de C. ejected us from the one half thereof; wherefore we pray judgment if he ought to be answered in respect of the full amount, since he has not caused us to have the whole of the piece of land. —*Asseby.* All that we had we leased to him, and in respect thereof no wrong has been done to him, ready &c.

Fine levied.

§ The Abbat of Buildwas brought a writ "de fine "levato" in the King's Court against Sir Piers Corbet, saying that Piers Corbet had gone against the Fine which the ancestor of Piers Corbet had levied to Nicholas, predecessor of the said Abbat; for that whereas the ancestor of the said Piers granted, by Fine levied in the King's Court, to the predecessors of the said Abbat one hundred acres of land with the appurtenances in Ellesmere, and in addition granted to him that he might enclose the land with hays and bushes, and in addition granted to us that if we kept a buck or doe within the hundred acres we should give five shillings, or a male stag or female stag seven shillings, and in addition granted to us that if our beasts escaped out of our close into his forest then for each beast, that is to say ox or cow or horse we should give as follows viz. three pence for an ox and three pence for a cow, and that if swine or lambs escaped into the forest we should pay nothing, and in addition granted to us liberty to drive out his wild beasts, without disturbance by them or their heirs, if any such came into our park; yet the said Piers goes against the fine levied &c. between your ancestor and Nicholas our predecessor, and has broken down our hays and has entered and hunted there with horn and cry; and whereas he granted to us that we

gent, kar issi purreyt yl delayer ly de sa dette a touz jours. Pur quey, responet a sa demande. —*Lytiltone.* Nus dioms ke yl nus dut aver garranti .xl. pees de long e .xx. de leese, par la ou un Thomas de C. nus enjetta de la meyte; pur quey, nus demandum jugement sy yl deit estre respoundu de le playn, de pus ky yl ne nus fet aver tote la place.—*Asseby.* Tut ke nus avum nus ly lessames, e de ceo nul tort ne ly est fet, prest &c. A.D. 1293.

§ Le Abbe de Buldewas porta bref de fyn leve en la curt le Rey ver Sire Pers Corbet, ke Pers Corbet fut ale encontre la fyn ky le auncestre Pers Corbet fit a Nichole predecessor cest Abbe; ke la ou le auncestre memes cety Pers granta, par fyn leve en la curt le Rey, a les predecessours memes cety Abbe .c. acres de tere ove les apurtenances en Elesmere; e estre ceo ly granta de enclore la tere de hays e de bossins; e estre ceo nus granta ke si nus timz deym ou deyme dens le .c. acres de tere v. soz a doner, ou serf ou byse cet soz; e estre seo nus granta si nos bestes furent mie achape hors de nostre clos en sa foreste, ky pur chekun beste, ceo est a saver beof ou vache chival, a doner treis deners pur bef, treis deners pur vache, e sy porceus ou ayneus en la foreste de reyns doner; e estre ceo nus granta de enchaser hors ces bestes sauvages sanz estorbance de eus ou de lur heyrs si nuls yl entrerunt en nostre park;—par la est cety Pers venus encontre la fyn fet &c. par entre vostre auncestre e Nichol nostre predecessour, e ad debrese nos hays e entryt enchasa les od corn e o boche; e la ou yl nus granta de enchacer hors De Fine.

A.D. 1293. might drive out his beasts which might get into our park, without disturbance by him or his heirs, yet he will not suffer us so to do; and whereas he granted to us that when our beasts escaped from our park into the forest, then for each beast we should give three pence as aforesaid, and for pigs and sheep nothing, yet he has detained and still detains them; and thus he has gone against the Fine, to his (the Abbat's) damage two thousand pounds. — *Huntindone.* Upon what was the Fine levied? — *Spigornel.* On a writ of Warranty of Charter.—*Huntindone.* A plea was raised between the ancestors of Piers and the predecessor of this same Abbat, for the hundred acres of land with the appurtenances; but now your plaint is for a trespass which does not touch the freehold; and your fine levied was of the freehold, wholly of the freehold; and we pray judgment. — *Louther.* When he says that the fine was levied in respect of the freehold, he says truly. But moreover, he granted to us collaterally by the same Fine the three things by special words; and we pray judgment if he can now defeat the specialties contained in the Fine and which are accessories to it, any more than he can defeat the main subject of the Fine and which is the principal. And on the other hand, the writ serves only to cause the party to come and answer to the Fine.

Life Estate. § A. granted to Thomas forty acres of land after the death of B. who held for the term of her life, and which after the death of B. ought to revert to Thomas &c. B. was summoned into court to declare what she claimed in the tenement which she held of the inheritance of A.—*Warwick.* By whose lease are we to have the forty acres of land.—*Thomas.* There is no need to say that.

ces bestes entres en nostre park sanz desturbance de luy ou de ces heyrs, la on ne nus veut suffrir; e la ou yl nus granta ke quant nos bestes furunt eschapes hors de nostre parc en la foreste, ke pur chekun beste a doner treis deners sicom avant est dyt, e pur un[1] pors e un[1] berbiz reyns,[2] la les ad detenuz e uncore les detynt; e issint est yl ale encontre la fyn, a sun damage de deus meyl lyveres.—*Huntindone.* Sur quey leva le fyn? —*Spigornel.* Sur bref de garrantie de chartre.—[*Huntindone.*][3] Ke play fut mu parentre les auncestres Pers e les predecessors cety Abbe de les .c. acres de tere ove les apurtenances; mes ore vostre playnte est de trespas ky ne touche franc tenement, e vostre fyn leve de franc [tenement] tut de la franc tenement, demandom jugement.—*Louther.* La ou yl dyt ke fyn ceo leva sur le franc tenement, vus dytes ben: e outre ceo, nus granta en coste par meme la fyn lees treys choses par especialite; e demandom jugement sy yl pusse defere les especialites contenuz en la fyn, ke sun accessour, plus tost ke yl defreyt le gros ky est principal en le fyn.—*Louther.* E de autre part, le bref ne sert nent fors a fere venir la partye a respoundre a la fyn. A.D. 1293.

§ A. granta a Thomas xl. acres de tere apres la mort B. ke tint a terme de vye, e les queus adut reverter apres la mort B. a Thomas remeyne &c. B. fut summuns en curt a conustre quey ele clama en le tenement le quel ele tent del heritage A.—*Warwyke.* De ky les dusum nus aver de le .xl.[4] acres de tere?—*T.*[5] Ceo ne est Terme de vię.

[1] MS. .v.
[2] MS. reyns d.
[3] The sense seems to require that the name of the counsel for Sir Piers should be inserted here.
[4] MS. .x.
[5] MS. B.

A.D. 1293. —*Warwick.* You shall tell us; for we may be able to vouch.—*Sutton.* We have said sufficient in saying that you hold of the inheritance of A.—*Warwick.* We have the fee.—*Sutton.* Only a freehold; ready to aver it.—*Warwick.* You can not be a party to say that this is the inheritance of A., and that we have a freehold.—*Sutton.* We can do so immediately after the recognition. —And this was affirmed by the Justices; because, after her recognition, the fee reposes in his person.

Plea of Trespass.

§ Note, *per* METINGHAM. A man (A.) was summoned at the place where his chattels were to answer to a plea of trespass in the court of the lord of the vill, and he did not come at the next court; whereupon the court awarded that he should be distreined for his default; and he was distreined; and he brought the Replegiari in the County Court. The plea was removed out of the County Court into the Bench by the Pone. A. counted against B.; and B. avowed on the award of the Court. A. said that one could not avow a distress for that default; for he ought to have been personally summoned.—METINGHAM. You ought to have alleged this at once in the lord's court; but because you did not so, you have wronged yourself; now you ought not to take advantage of your own negligence. Consequently they decided that every avowry which a lord makes by award of his court is good.

Writ of Dower.

§ A woman brought a writ of Dower against Robert, and demanded her rightful dower of the freeholds which belonged to her husband in four vills, viz. C. D. E. and F.; and then in counting she demanded the third part of one messuage and ten acres of land in C., and the third part of so much land in D., and the third part of &c. in E., &c.— METINGHAM. By your writ you

pas mester a dire.—*Warwyke.* Vus nus dirret; kar nus porrum vocher.—*Suttone.* A cel avum dyt ke vus tenet del heritage A.—*Warwyke.* Nus avum fee.—*Suttone.* Ke franc tenement; prest del averer.—*Warwyke.* Vus ne poez estre partye a dire ky ceo est le heritage A., e ke nus avum franc tenement. — *Suttone.* Si poms, meyntenant apres la reconisance.—E ceo fust aferme par les Justices; pur ceo ke le fee, apres sa reconisance, respoce en sa persone. A.D. 1293.

§ Note par METINGHAM. Un home fut summuns la ou ces chateus furunt a respoundre de play de trespas en la curt le seygnur de la vyle, e yl ne vint a procheyn curt; pur quey la curt agarda ke yl fut destreynt pur sa defaute; e fut destreynt; e porta Replegiare en conte. Hors de conte fut remue a Bank par Pone. A. cunta ver B. B. avoua par agard de la curt. A.[1] dyt ke nul ne pout nul destressce avower pur cel defaute; ke yl dut aver este personaliter somons.—METINGHAM. Ceo vous ducet aver alegge meyntenaunt en la court le seygnur; mes pur ceo ke vous ne le feytes, vous feytes tort a vos memes; dunc de vostre negligence ne devet aver benefyz: parunt agardunt ke chescun autorie ke seygnur fet par agard de sa court est bon. De play de trespas.

§ Une femme porta bref de dowarc ver Robert, e demanda sun renable dowarc del franc tenement ke fut a sun barun en katre[2] viles, ceo est a saver en C. D. E. F.; e puys en counte contant yl demand la terce partye de un mes e de .x. acres de tere en C., e la terce partie de taunt de tere en D., e la terce partie en E. &c.—METINGHAM. Par bref vous demandez en comune, Bref de Douwere.

[1] MS. e.

[2] MS. treyz.

A.D. 1293. demand dower out of the lands jointly, and in counting you demand by parcels: therefore demand now in the same manner as you do by your writ.

Writ of Trespass. § A. brought a writ of Trespass, formed on the Statute, against B. C. and D. in respect of an iron-bound cart taken in the King's highway, and of a saddle-horse, out of their fee, and that they beat his serving-boys, whereby he lost their services in harvest-time &c.—*B. C. and D.* denied the battery; and B. avowed the taking in his fee, for the reason that he found that cart and that horse in his several, damage fesant.—*A.* They were in the highway &c.

Cessavit. § A. brought the Cessavit per biennium against B., and demanded ten acres of land which he (B.) held of him by homage and suit to his court and the service of sixteen pence, and for that he had ceased from the suit and the service of sixteen pence &c.—*Sutton* (for B.) We answer that he was not ever seised of the homage or of the suit or of the service of sixteen pence; but he (B.) holds of him by the service of seven pence; and of this service nothing is in arrear except by his own laches, because he (B.) sent that rent by his servant, and he (A.) refused it and beat him; and here are the three pence which are in arrear to him.

Writ of Waste. § The parson of A. brought the writ of Waste which is called "Quominus" against Robert Koterens.—Robert answered that, if any waste had been done, it had been done by the Prior and not by him, ready &c. The Sheriff returned that Robert committed the waste; whereupon the Prior prayed judgment.—*Heyham* (for Robert). The Sheriff was not there in his proper person. And on the other hand, W. de Beauchamp holds a moiety of the manor to which the wood is appendant, and the wood is in the King's forest; and the writ is not like a simple writ of Waste; for by his writ he ought not to recover the tenement wasted; and no

e en conte contant vous demandez par parceles; par quey, demandez ausy cum vous enfetes par bref. A.D. 1293.

§ A. porta bref de trespas fourme sur le estatut ver B. C. e D. de une carette ferre prise en le real chemin, e de un remoy[roncy ?], e hors de lur fee, e ces garsuns baterunt, pur quey yl perdi tot lur servys en Aut &c.—*B. C. D.* defenderunt la baterie,[1] e B. avoua la prise en son fee par la reson ke yl trova cele charette e ceu cheval en sun several, dammage fesant.—*A.* En le haut estrete &c. Bref de Trespas.

§ A. porta le sessavit per biennium ver B., e demanda .x. acres de tere le quel yl tent de luy pur homage e suyte a sa court e le servyse de .xvi. deners; e pur ceo ke yl ad sese de la suyte e de service de .xvi.[2] deners &c. — *Suttone* (pur B.) Responum ke yl ne fut unkes seysy del homage ne de suyte ne de servys de .xvi.[2] deners; mes yl tent de luy par le servyse de .vii. deners, e de quel servys nuyl ren luy est arere si noun par sa lachesse demene, pur ceo ke yl amenda a luy cele rente par sun serjaunt, e yl refusa e luy batyt; e veet le treis deners ke arere luy est.

§ La persone de A. porta bref de Wast ky um appele ke meyms ver Robert Koterens. Robert respoundi ke si nuyl west fu fet ceo fu par le Prior e nent par luy, prest est &c. Le Vescounte retorna ke Robert fyt le Wast; pur quey le Prior demand Jugement.—*Heyham* (pur Robert). Le Vescounte ne fu nent en sa propre persone. E de autre part, W. de Beuchaump tent la meyte del maner a quel le boys apendaunt, e le boys est en la foreyte le Roy; e ceo bref neyt pas cum un bref de Wast purement; kar par sun bref ne deyt yl recoverer le tenement waste; ne nuyl dammage ne luy Bref de Wast.

[1] MS. partye.

[2] MS. . .vi.

A.D. 1293. damage has been done to him up to this day; for the "potest" has reference to time to come: therefore the inquest ought to be brought before yourselves. — *Gudinhale.* You say that W. de Beauchamp holds the moiety &c.; but you can not now get to that; for you ought to have said that on the day when we brought our writ against you; and we say that the Sheriff was there in his own person; ready to aver it. And as to your statement that it is in the forest, we have nothing to do with that.—METINGHAM. Because the matter savours somewhat of a Regality, sue a writ to the Sheriff directing him to go in his own person, and to return before whom the inquest was taken and by whom it was taken &c. Keep your day at the Octaves of St. Michael.

Writ of Dower. § A. brought a writ of Dower for six acres of land &c. against B., who vouched to warranty John the son of W. whose body and part of whose lands are in the ward of F. and part of whose lands are in the ward of G. de P.—[. . .] (for the infant). As to one acre he will warrant, for his due portion: as to the five acres he ought not to warrant; because his ancestor did not die seised, and the writ was pending here between the infant and you &c.—*B.* See here the deed of his ancestor; and we are seised of the tenement: and we pray judgment if he ought to warrant. The Court awarded an Inquest before the Justices in the country, to enquire if his ancestor died seised or not.

Writ of Mesne. § John brought a writ of Mesne against A. de la Batayle, parson of the church of E.; who answered thus, —Whereas he brings the writ against us as parson of &c. he thereby supposes that the tenement was holden of the church: and we can not charge the Church in

est fet deky a ceo jour, kar le "potest" ad relacion al tens ky est avener: pur quey lenqueyte dust estre porte devant vous meymes.—*Gudinhale.* Par la ou vous dites ke W. de Beuchaump tynt la meyte &c., a ceo ne poet ore avener; kar ceo ducet aver dyt a jour ke nous portames nostre bref vers vous: e nous dium ke le Viconte fut en sa propre persone, prest de laverer: e par la ou vous dites ke ceo est en le foreyt &c., de ceo nous navum ke fere. — METINGHAM. Pur ce ky sune acune chose en la Reaute, suez bref a Viconte ke yl ayle en sa propre persone, e ke yl retorne devant queus lenqueyte fut prise, e par queus ele fut prise &c. Agardez vos jours a les utaves de la Seynt Michel. A.D. 1293.

§ A. porta bref de doware ver B. de .vi. acres de tere &c., ky voucha a garant Jon le fyz W. ky cors est en le garde e partye de ces teres en la garde F. e partye en la garde G. de P.—[. . .] (pur lenfaunt) Garantirount kaunt al un acre pur ouele porcioun: kaunt a le .v. yl ne deyt garantir; pur ceo ke sun auncestre ne morut nent seysy, e le bref pendyt seyns entre lenfaunt e vous &c.—*B.* Veez la le fet sun auncestre, e nous seysy du tenement: e demandum Jugement sy yl deyt garantir.—Lenqueste fut agarde par force de la court devant Justices en pays si son auncestre morut seysy ou noun. Bref de Doware.

§ Johan porta bref de meen ver A. de la Batayle, persone de la Esglise de E.; ky respoundi ky la ou yl porte le bref ver nous cum vers la persone &c., par la suppose yl ke le tenement fut tenu de la Esglise; e Bref de Mene.

A.D. 1293. the absence of the Bishop; and we pray aid.—*Gosefeld.* You are so named in the writ only because you are so called, and it is your surname; and see here your deed which witnesses that you ought to acquit us, to which deed you answer not &c. — *Hyham.* He demands acquittance from us. We have nothing of the church wherewith we can make acquittance; wherefore we can not charge the church without the Bishop; and this we will aver. — HERTFORD. Admit whether it is your deed or not.—*Hyham.* There is no need to do that; for if you were to bring a writ against me as heir of one G. de C., and were to exhibit the acquittance, I could answer that nothing had descended to me, and that consequently I ought not to acquit; so in the present case. — HERTFORD. You would have to say a little more, viz. that you were the heir of G. and that nothing had descended to you: so, say if this is your deed.—*Warwick.* There is no need so to do; for he can have a good writ in accordance with his plaint, saying, "Command A. de la Batayle &c.;" and on that, without calling him "parson," he would be answered.—HERTFORD. Hereafter there may descend to you twenty pounds worth of land: therefore answer as to your deed. —*Hyham.* Not on this writ. [—THE JUSTICE]. Gosefeld, answer to his argument which he urges; for he says that if he had brought the writ against you and called himself parson of the thing which would touch the church, his writ would be bad; and contrariwise, if you call him parson of a thing which does not touch the church, your writ is bad. Answer that argument.—*Gosefeld.* There is no need, for it is not the case; because he can not demand a thing which touches the church if he be not called "parson;" but he may be called Parson by way of surname.—METINGHAM. If the parson were to bring the Cessavit, and in the writ were to call himself "parson," thereby supposing it to be the right of the church, and the other side were to pray judgment of

nous ne poum la Esglise charger sanz le Eveske; e A.D. 1293.
prium eyde.—*Gossefeld.*—Pur ceo neyte vous pas nome en le bref mes par la reson ky vous estes issy appele, e ce est vostre surnoun; e veet issy vostre fet ke teumoyne ke vous nous devet aquiter, a quel fet vous ne responet nent &c.—*Hyham.* Il nous demand la quitance: nous ne avum nul ren ke nous pusum fere la quitance de la Esglise; pur quey nous ne poum charger la Esglise sans le Eveske; e ceo volum averer.—HERT. Coniset, esse ceo vostre fet ou noun.—*Hyham.* A ceo ne est mester; kar sy vous portate bref ver moy cum ver le heyr un G. de C., e demostereyt la quitance, jeo purroy respoundre ke nul ren ne me descendy, pur quey jeo ne dey fere la quitance; ausy par de sa.—HERTH. Vous dirret un poy pluys, ke vous estes le heyr celuy G, e ren ne vous est descendu: au cy dites ke ceo est vostre fet. —*Warrwyke.* Ceo neyt mester; kar yl pout aver bon bref acordant a la playnte, a dire, comandet A. de la Batayle &c.; e par la serreyt yl respoundu sans nomer la persone.— HERT. Apres cet houre yl vous pout descendre .xx. livres; pur quey responet a vostre fet. —*Hyham.* Nent pas pur ceo bref. G. responet a sa reson ke yl fet; ke yl dyt ke sy yl ut porte le bref vers vous e nomereyt sey persone de la chose ke touchereyt la Esglise, sun bref serreyt mauveys: a contrario sensu sy vous le nomet persone de chose ke ne touche poynt le eglice, vostre bref est mauveyse: responet a cel reson.—*Gossefeld.* A ceo neyt mester, kar yl ne fu nent; pur ceo ke yl ne pout demander chose ke touche la Esglise, sy yl ne seyt nome persone; mes yl pet estre apele persone pur le surnoun.—METINGHAM. Si la persone portereyt le cessavit, e sey nomereyt en le bref persone, en taunt supposereyt ceo estre le dreyt de sa esglise, e le autre demandereyt Jugement du bref, ceo

A.D. 1293. the writ, the writ would abate: so in the present case; inasmuch as you call him "parson," you thereby suppose that the services are appendant to the church of E.; so we think that the writ is bad.—And they had a day at the Quinzein of St. Michael.

Surcharge of pasture. § A. brought the Surcharge of Pasture against B., who answered that he (A.) had not in the vill any tenement to which common was appendant, ready &c.—*W.* A. replies that you can not say this; for you yourself brought the Novel Disseisin against us before Sir John [Metingham] and his companions for the same tenements, by which writ you supposed that we were seised; so you can not say that we have not a frank tenement.—METINGHAM. Have you a frank tenement or not? Answer.—*Asseby.* He has no frank tenement &c. —And the other side said the contrary.

Writ of Novel Disseisin. § A. brought a writ of Novel Disseisin against B., who answered,—Wrongly he brings this assise; for the reason that we delivered that tenement to him in pledge until such a time, with a proviso that if he was not paid at that time the tenement should remain to him in fee; and we in satisfaction of that tenement delivered to him twenty acres for the term of nine years; of which tenement he is still seised &c.—METINGHAM. Have you anything to shew that you delivered to him the twenty acres in satisfaction.—*B.* had no writing in hand &c.—*A.* answered—We were seised by virtue of your feoffment until we were disseised by you; and we pray the assise.—*B.* replied that such an one brought a writ against A., before B. C. and D., for seven shillings of rent; to which he said that he claimed nothing in the tenement whence the rent issued except a term; and that was found by the Assise; and thereof we vouch the record of the Roll; and never since has he had any other estate, ready to aver it.—*A.* Before that assise was

abatereyt: ausy par de sa; de si cum vous le nomet per- A.D. 1293.
sone, par tant suppocez ke le services sunt apendaunt al Esglise de C.: dunt entendum ke le bref est mauveys. —E unt jour a la quinseyne de Seynt Michel.

§ A. porta la surkark de pasture ver B., ke re- Superoneracio pasturæ.
spoundy ke yl naveyt nuyl tenement en la vile a ky la commune fut apendant, prest &c.—*W.* A. respound ke ceo ne poet dire; ke vous memes portates la novele disseysine ver nous devant Sire Johan e ces compaynouns de meme les tenements, par quel bref vous supposates ke nous fumes seysy, pur quey vous ne poet ceo dire ke nous navum franc tenement.—METINGHAM. Avet franc tenement ou noun? responet.—*Asby.* Ke yl nad nul franc tenement &c.—E lautre le revers.

§ A. porta bref de novele disseysine ver B., ke re- Bref de Novele Disseysine.
spoundi ke au mautort porte yl cest assise; e par la reson ke nous baylames a luy cel tenement en gage dekes a tel terme, e sy issy fut ke yl ne fut paye a cel terme ke le tenement remeyndreyt a luy en fee; e nous en lalouance de cel tenement luy baylames .xx. acres a terme de .ix. ans.; de quel tenement yl est uncore seysy &c.—METINGHAM. Avet ren de ceo ke vous luy baylates .xx. acres en alouance? —*B.* ne avoyt nuyl escryt en poyn &c.—*A.* respoundi ke nous fumes seysy par vostre feffement si la ke nous fumus disseysy par vous; prium le assise. —*B.* respoundi ke un tel porta bref de mort ver A.,[1] devant B. C. e D., de .vii. souz de rente; a quel yl dyt ke yl ne clama ren en cel tenement dunt la rente surd sy terme noun; e ceo fut atteynt par le assise; e [de] ceo vouchum record de Roule; e unke puys autre estat navoyt, prest del averer.—*Ad.* Avaunt cele assise

[1] MS. B.

A.D. 1293. brought and for a good two years since we were seised, until we went to the fair of G., and you, when we returned, disseised us; ready to aver it.—THE ASSISE passed, and said that B. enfeoffed A. of that tenement, and that he was seised before the Eyre and during the Eyre, for a quarter of a year; and that he went to the fair of G.; and it was reported that he was dead; whereupon his father B. entered, and when he (A.) returned his father would not suffer him to enter.—*B.* We vouch to warrant summarily the record of the Roll that it was found that he had no freehold.—Therefore THE JUSTICE told them to be in the Bench on such a day to hear the Record.—*B.* prayed a Certification.—METINGHAM asked—What doubt is there? why do you ask to have a Certification.—*B.* said—Because the assise was not charged on the point that we delivered to him twenty acres of land in satisfaction.—THE JUSTICE. You put yourself on the record of the Roll that A. did not claim a freehold and that it was so found by the assise; and the record says that A. claimed nothing in the rent, and says nothing about the tenement; wherefore you have failed of your warrant. The Court adjudges that Adam do recover his seisin &c.

Cui in vitâ. § A. who was the wife of B. brought the Cui in vitâ against C., saying "into which &c."—*C.* answered that he brought a writ of Ael against B. and A. his wife, who answered that he had released all his right &c.; and prayed judgment if, in opposition to his own deed he ought to be answered; and that C. replied that the deed was executed by him while he was under age; and that B. and A. said that he was of full age: and thereupon the averment was joined: and that they had a day to hear the averment on which day B. and A. made default; whereupon the Petit Cape issued: and that a day was given by the Petit Cape; on which day they made default; whereupon seisin of the land was awarded to

porte e pus seysy ben deus ans, si la ke nous alames a la feyre de G., e vous kaunt nous revinmes vous nous disseysites; prest del averer.—LE ASSISE passa, ke dyt B. feffa A. de cel tenement, e yl fu seysy avant le heyr e en le heyr pur un quarter[1] del an; ke yl sen ala a la Feyre de G.; e fut conte ke yl fut mort; pur quey B. son pere entra, e kaunt yl revynt sun pere ne luy voleyt suffrer entrer—*B.* Nous vouchum a garand record de Roule ky[2] yl fut trove ke yl navoyt nul franc tenement tut atrenche.—Pur ceo la Justice lur dyt ke eus dusent estre au Banc a teu jeur de oyer Record.—*B.* pria la certificacioun.—METINGHAM demanda, quel doute ad yl; pur quey vous demandet la certificacioun aver?—*B.* dist[3] de ceo ke le assise ne fut nent charge de ceo ke nous luy baylames .xx. acres en le alouance.—JUSTICE. Vous metet en Record des Roules ke A. ne clama nuyl franc tenement, e ceo trove fut par le assise; e le Record dyt ke A. ne clama rens en la rente, e nuyl ren parle de[4] tenement; pur quey vous avet fayly de vostre garant. Sy agarde le court ke Adam rekevere sa seysine &c. A.D. 1293.

§ A. ke fut la femme B. porta le cui in vita ver C. en le queus &c.—C. respoundi ke yl porta bref de Ael ver B. e A. sa femme, ky respoundi ky yl avoyt relesse tut son dreyt &c.; e demanda Jugement si en countre sun fet deyt estre respondu. C. respoundi ke ceo fet fu fet tauntcum yl fut de dens age. B. e A. diseyent ke yl fu de pleyn age: e sur ceo le averement fu joynt. Aveyent jour de oyer le verement: a quel jour B. e A. feseyent defaute; pur quey le petyt Cape issyt. Jor done par le petyt Cape: a quel jour yl firent defaute; pur [quey] seysine de tere nous fut agarde: de si cum Cui in Vita.

[1] MS. pus un quarter quarters.
[2] MS. sy.
[3] *B. dist*] MS. de ust.
[4] MS. par le.

A.D. 1293. us. And inasmuch as we demanded on a seisin of an earlier date, namely the time of King Henry, than she does by her writ, and we recovered in the King's Court, we pray judgment if on this writ she ought to be answered.—*A.* He has admitted that he recovered on default; so the seisin of your ancestor has not been tried. And we are here in a case within the Statute.—[*C.*] We pray judgment if she ought to be answered. —METINGHAM. Everything was on default.—*Suthcote.* When did you recover by default?—*C.* On the feast of &c. in the nineteenth year.—*Sutton.* You were seised a month previously by the render of your husband in pais; ready &c.—*Warwick* (for A.) Our ancestor died seised; ready &c.—*Suthcote.* You are not here in a case within the Statute; for the render was not made in a Court which bears record, but was made in pais; wherefore you shall answer if you had entry by your husband or not—METINGHAM. You will not, A., in this case have the benefit of the Statute. Answer.—*Warwick.* We vouch to warranty the son and heir of B., who is of full age.—And the voucher stood.

Writ of Annuity.

§ A. brought a writ of Annuity against D., who asked what he had to prove the annuity; and he put forward a writing which bound the heirs of C.; and he (D.) is heir &c.—*D.* We pray judgment, inasmuch as that writing does not bind us and our heirs, if that writing ought to bind us as heir, seeing that C. is not bound.—*Asseby.* We were seised by the hand of C.; and you are bound as heir &c.; wherefore the writing is good enough. *Mutford.* You were never seised by the hand of C. our father; ready &c.—*Asseby.* You can not say that; for heretofore we brought a writ against you before Sir W. de Saham and his companions, and we counted of our seisin by the hand of C.; and you said that we were not ever seised; and we said, Seised, for the reason that we sat at table for a year in respect

nous demandames de pluys heyne date, nomement del tens le Roy Henri, ky ele ne fet par sun bref, e recoverames en la cort le Rey, demandom Jugement si a ceo bref deyt estre respoundu.—*A.* Yl ad conu ke yl recovera par defaute; pur ceo neyt pas detrie la seysine vostre auncestre. E nous sumes issy en cas de estatut.—[*C.*] Demandom Jugement sy yl deyt estre respondu.—METINGHAM. Tut fut[1] par defaute.—*Suscote.* Kaunt recoverates par defaute.—*C.*[2] A la feste &c. le an .xix.—*—Suttone.* Vous futes seysy un meys avant par le rendre vostre barun en pays, prest &c.—*Warrwyke* (pur A) Ke noutre auncestre morut seysy; prest &c.—*Suscote.* Vous neytes pas issy en cas de estatut; ke le rendre ne fut nent fet en Court ke porte Record, mes en pays; pur quey vous respoundret si vous avyet le entre par vostre barun ou noun.—METINGHAM. A. en ceo cas ne avereyet mye benefyt de estatut; responet. —*Warrwyke.* Nous vouchum a garant fyz e heir B. ke est de pleyn age.—Et stetit. A.D. 1293.

§ A. porta bref de Annuelete ver D., ky demanda quey yl avoyt del Annuelete: yl mit avant escryt ke obliga les heyrs C., e yl est heyr &c.—*D.*[3] demanda Jugement, de si cum cel escryt ne oblige luy e ces heyrs, si cel, escryt nous deyt obliger cum heyr, par la ou C. ne est pas oblige.—*Asby.* Nous sumes seysy par my la meyn C.; e vous estes oblige cum heyr &c.; pur quey le escrit est aset bon.—*Mutford.* Unkes seysy par my la meyn C. nostre pere, prest &c.—*Asby.* Ceo ne poet dire; ke autrefez portames bref vers vous devant Sire W. de Saham e ces compaynouns, e contames de nostre seysine par my la meyn C.; e vous dites ke nous ne fumes unkes seysy; e nous deymes seysy, par la reson ke nous fumes a la table un anz pur cel annuelte, e ceo volum Bref de Annuette.

[1] MS. vous.
[2] MS. D.
[3] MS. W.

A.D. 1293. of that annuity, and this we will aver. Which averment you refused; wherefore it was adjudged, because you refused the averment, that we should recover our damages: and thereof we vouch the record.—*Mutford.* That is tantamount to your being seised by being fed: by reason of that annuity you did not take a seat at his table, but you and he were as sister and brother, ready &c.—*Asseby.* You shall not get to that. And he rehearsed his argument aforesaid.—METINGHAM. He means to say that you refused the averment that she sat at table in respect of that annuity; whereby it was adjudged that she recovered her damages. Answer; was it so?—*Mutford.* It is tantamount to her being at his table in respect of that annuity; and that it was found before the Justice; and thereof we vouch the record. Let her voucher stand.—METINGHAM. Take the argument for what it is worth.—*Asseby* stated it, and rehearsed as before.—*Mutford.* Let her voucher stand.

Trespass. § A. brought a writ of Trespass against E. de Mortimer, and counted that whereas he ought to have his common chase in the wood of C., as his predecessors were used to have, yet E. with force &c.—*E.* answered, He is a stranger purchaser, and he counts nothing of his own seisin; and we pray judgment if on this rit he ought to be answered.—It was adjudged that he should plead over.—*E.* answered as follows:—M. his feoffor was not seised of the chase when he enfeoffed him of the manor, ready to aver it.—And the other side said the contrary.—THE INQUEST said that the chase of the wood of C. was appendant to the manor of T., and that the father of the feoffor was seised of the chase, when he died, as appendant to the manor of T.; and then, S. entered on the manor as son and heir, and commenced hunting there, [claiming the right] as appendant to his manor, and that he was disturbed by E.: and that then he so entreated P. and R., the relations of the lady,

averer; le quel averement vous refusates; par quey yl fut agarde, pur ceo ke vous refusates la verement, ke nous recoverisoums de nos dammages; e de seo vouchum record.—*Mutford.* Taunt amounte ke vous futes seysy par poture; ke par la reson de cel annuelete ne futes nent a sa table, mes cum ser a frere, prest &c.—*Asby.* A ceo ne avendrey mye: e rehersa sa resun avant dyt.—METINGHAM. Il veut dire ke vous refusates la verement de ceo ke ele fut a sa table pur cel annuelte, pur quey fut agarde ke ele recovera ces dammages: responet, est yl issy?—*Mutford.* Tut amounte ke ele fut a sa table pur cel annuelte &c.; e ceo atteynt devant Justice: e de ceo vouchum record: e est sun voucher.—METINGHAM. Pernez la resun solum ceo ky.—*Asby* les dyt, e rehersa cum avaunt.—*Mutford.* Est son voucher. A.D. 1293.

§ A. porta bref de trespas ver E. de Mortimer, e conta par la ou aver deyt sa commune chase en le boys de C. e ses predecessours aver soleyent, E. a force &c.—*E.* respondi ke yl est estraunge purchasur, e yl ne conte nent de sa seysine demene; demandom Jugement si a ceo bref deyt estre respondu.—Fut agarde ke yl deyt outre.—*E.* respondi, M. son feffour ne fut nent seysy de la chase kaunt yl luy feffa du maner; prest del averer. —E lautre le revers.—LENQUESTE dyt ke la chase[1] du boys de C. fut apendaunt au maner de T., e ke le pere le feffour fut seysy de la chase kaunt yl morut cum apendaunt au maner de T.; e puys S.[2] entra le maner cum fyz e heyr, e voleyt aver enchase cum apendaunt au maner, e yl fut desturbe par E.; e puys yl parla taunt a le parens le femme, cum P. e R., Trespas.

[1] *la chase*] MS. yl lenchassa. | [2] MS. se.

A.D. 1293. to come with him to maintain him in the said chase, that they repaired with force &c. to that chase, and S. ran his dogs there without disturbance; and that afterwards on another occasion he commenced hunting, and he was disturbed: and then S. sold the manor with the appurtenances to A. And it was found by the Inquest that Simond was seised of the chase as appendant of right to the manor. — THE JUSTICES adjudged that he should have such seisin as he could have on that writ, and his damages by award of the Court.

Writ of Deceit. § Joan brought a writ of Dower against B., who was summoned and made default; whereupon the Grand Cape issued to take the land into the King's hand, and that he should be summoned to answer for the default &c. At which day he came not. And it was adjudged that she (Joan) should recover seisin. B. came into court, and said that he was not summoned, and that his land was not taken; whereupon he had a writ of Deceit against her (Joan), for that she had deceived the Court: and she answered that she had committed no deceit.— THE JUSTICES ordered the summoners and the viewers to come before them. And the summoners answered that they did not make the summons. And three of the viewers came, and the fourth did not come; and two of the three said that one Adam the Clerk made them go with him to an eminence a good half league from that land, and made them handle it, and said that he would take that land into his hand for the default of the said B., and the third viewer said that he was not there. Wherefore the woman was sent to prison for her deceit; and it was ordered that he (B.) should sue out a writ to make Adam come before the Justice, because he committed the deceit. And the Sheriff was not challenged; because he could not know all that his bailiff did.

ke eus venisent ove luy de luy meyntener en la chase avantdite; eus unt rendu a force &c. a cel chase e S. corut leyns ove ses chens sans desturbaunce; pus autre fere voleyt chaser, e fut desturbe; e S. vendy le maner ove les apurtenances a A.: e trove fut par enqueste ke Simond fut seysi de la chase cum apendaunt au maner de dreyt.—JUSTICE agarderent ke yl out tele seysine cum aver pout par sesty bref, e ces dammages par agard de la court. A.D. 1293.

§ Johane porta bref de Dowarie ver B., ky fut somouns e fyt defaute; pur quey issyt le graunt Cape de prendre la tere en la meyn le Roy, e ke yl fu somouns a respoundre de la defaute &c. A quel jour yl ne vint neut. Fut agarde ke ele recoverat seysine. B. vynt en court, e dyt ke yl ne fu nent somouns, ne sa tere prise; pur quey yl avoyt bref de deseyte ver la, ky ele avoyt desuz la court; e ele respondi ke ele avoyt fet nule deseyte.—JUSTICE firent vener le somnours e le veors devant eus. Le sommours respounderent ke eus ne firent poynt la somons; e le treis veour vyndrent, e le .iiij. ne vynt poynt; le deus dyseyent ke un Adam le Clerc le fyt aler ou luy, e ben demy luye de cele tere sus un tertre yl nous fyt ungler, e dyt ke yl prendreyt sele tere en sa meyn pur defaute de celuy B.; le terce veour dyt ke yl ne fu poynt: pur quey la femme fut agarde a la prisone pur la deseyte, e ke yl sut bref de fere vener Adam devant Justice pur ceo ke yl fyt la deseyte: e le Viconte ne fut nent chalenge, pur ceo ke yl ne pout tut saver ky ces baylyfs funt. Bref de Deseyte.

A.D. 1293. § Note that, one may avow the taking of beasts of the plough, if on the day he could not find any other distress for service which was in arrear to him.

Writ of Mordancester.

§ A. brought a writ of Mordancester against B., who vouched C., who came into court and prayed judgment of the voucher, because he vouched him as if he were tenant in fee; and, inasmuch as he had in that tenement only a fee tail to him and his daughter and the heirs of their bodies begotten, [he prayed judgment] if on that voucher he (B.) ought to be answered.—*Asseby.* Do you claim any thing in the reversion?—METINGHAM. If a man be impleaded by a writ of Right, and he bring a writ of Warranty of Charter against another who ought to warrant, think you that he must state in writ how he holds the tenement?—[intimating the negative.] So in the present case. Answer over.—*Mutford.* He demands on the seisin of his uncle: let him make him out to be uncle.—*Asseby.* He was the brother of R. who was our father.—*Mutford.* We say that this is a possessory writ &c.; and his father entered after the death of his uncle; and we pray judgment if in this writ he ought to be answered.—*Sutton.* Never seised, ready &c.—And the other side said the contrary; and said further, If it be found that he was not ever seised, then we say that the said R. released &c. while we were in seisin.

§ A. brought a writ of Escheat against B., who answered that he entered on the tenement after the death of his father, as son and heir; and that this was a writ of Right; therefore (said he) we pray judgment if in our non-age we ought to answer.—*Adam.* We will aver that he held of us &c., and died without heir &c.—*Asseby.* Answer; did we enter as son and heir, or not?—*Goldington.* Not as son and heir; because you are a bastard.—*B.* To try the bastardy I can not be party,

§ Nota, ke home purra avouer la prise des avers de la carue, sy yl seyt issy ke yl a jor ne ne pout autre destresse trover pur service ke arere luy est. A.D. 1293.

§ A. porta bref de mort de auncestre ver B., ke voucha C., ky vynt en Court e demanda Jugement de cel voucher de si cum yl luy voucha simplement, e yl ne ad en cel tenement sy noun fee tayle a luy e a sa file e ad heyrs de lur cors engendres, sy a ceo voucher deyt estre respundu. — *Asby.* Clames ren en la reversion?—METINGHAM. Si home seyt enplede par bref de dreyt, e yl porte bref de Garanti de Chartre ver un autre ke luy deyt garanter, quidet vous ke yl mettra en le bref coment yl tent le tenement? ausy de cest part: responet outre.—*Mutford.* Yl demande de la seysine su uncle; luy fet uncle. — *Asby.* Le frayr R. nostre pere.—*Mutford.* Nous dium ke ceo est un bref de possessioun &c.; e sun pere entra apres la mort sun uncle; e demandom Jugement sy yl a ceo bref deyt estre respondu.—*Suttone.* Unkes seysy, prest &c.—E le autre le revers; e si trove seyt ke yl ne fut unkes seysi, nous dioms ke cely R. relessa &c., en nostre seysine. Bref de Mort de auncestre.

§ A. porta bref de eschete ver B., ke respoundy ke yl fut entre en cel tenement apres la mort sun pere cum fyz e heyr, e ceo [est] un bref de dreyt; dunt demandom Jugement si en nostre noun age devum respoundre.—*Adam.* Nous volum averer ke yl tent de nous &c. e morut sanz heyr &c. — *Asby.* Responet; sumes entre cum fyz e heyr ou noun.—*Gold.* Nent fyz e heyr; pur ceo ke vous estes bastard.—*B.* A detrier la bastardie ne puy jeo estre partye, pur ceo ke jeo suy dens age.—

A.D. 1293. because I am under age.—And they had a day at fifteen days of Saint Martin to hear their judgment.

§ If a man be outlawed for felony, and can make his peace, and enter on the tenements whereof he was seised previously to the commission of the felony before the lord has taken seisin, the lord will not have recovery by writ of Escheat.

Writ of Replegiari. § A. brought a writ of Replegiari against B., who avowed the taking good, for the reason that one T. held of him the tenement where the taking was made, together with another tenement, by the service of three shillings by the year, which rent was six years in arrear; and so he avows the taking.—*T.* We pray aid of P. in whom the fee &c. repose: for we have only a term.—*B.* You ought not to have aid, because you are not a party in our suit.—METINGHAM. Even if you held of Adam, on whom they make the avowry, yet you would not at a later stage have aid in this case.—*Warwick.* The place where the taking was made is out of the limits of his fee, ready &c.—And the other side said the contrary.

Writ of Covenant. § W. Giffard brought a writ of Covenant against John the son of W. de Willeby, and said that tortiously he did not hold to the covenant made between Roger Giffard, whose assign he is, and W. the father of John, whose heir he (John) is, regarding sixteen shillings of rent in Napetone; and tortiously for this, that whereas it was agreed between the said Roger, whose assign the said W. is, and W. de Willeby father of John, whose heir he (John) is, on the Tuesday next &c., in the year of the reign &c., that the said W., whose heir the said John is, should enfeoff Roger of sixteen shillings of rent to hold to Roger and his heirs and assigns, the said sixteen shillings of rent in Napetone to be paid every year, if he could not provide the like amount of rent more con-

E ount jour a .xv. de Seynt Martin a oyer lur Juge- A.D. 1293.
ment.

§ Si un home seyt utlage pur felonie, e yl pus fere sa pees, e yl entre ces tenemens dunt yl fu seysy avant la felonye fete e avant ke le seygnur seyt seysy, le seygnur navera sa recoverer par bref de Eschete.

§ A. porta le Replegiare ver B., ke avoua la prise bone, e par la reson ke un T. tynt de luy cel tenement ou la prise fut fet ensemblement ove un autre tenement par les servyz de treis souz par an, le quel rente luy est arere de .vi. anz; si avoue la prise &c.—*T.*[1] Nous prium eyde de P. en ky le fee &c. repose; ke nous navum ke terme.—*B.* Ayde ne devet aver, pur ceo ke vous neyte pas partye a nous. — METINGHAM. Tut teniset vous de Adam[2] sur ky yl funt la vouuerye sy naveret[3] mye ayde pluys tard en ceo cas.—WARRWYKE. Le luy ou la prise fut fet est hors de sun fee, prest &c.—E le autre le revers. Bref de Replegiare.

§ W.[4] Giffard porta bref de covenaunt ver Jon le fys W. de Villeby, e dyt ke atort ne luy tent covenant fet entre Roger Giffard, ky assyngne yl est, e W. pere Johan, ky heyr yl est, de .xvi. souz de rente en Napetone; e pur ceo atort, ke la covint entre memes celuy Roger ky assyngne cesty W. est e W. de Wyleby pere J. ky heyr yl est, le mardy procheyn &c. le an du reinne &c., ky celuy W., ky heyr cely Jon est, dut aver feffe Roger de xvi. souz de rente a Roger e a ces heyrs e a ces assingnes, a payr chescun an .xvi. souz de rente en N. si yl ne luy pout purvere aylours pluys hese de Bref de Covenant.

[1] MS. B.
[2] MS. Dam.
[3] MS. navet.
[4] MS. U.

A.D. 1293. veniently elsewhere out of the land of the said Roger, whose assign &c.; and whereas Roger, whose assign &c., came to W. and prayed him to perform the covenant, he would not perform it; and on Roger's behalf W. was assigned to receive that rent according to the covenant aforesaid; and W. [Giffard] as the assign of Roger came to him and prayed him to perform the covenant to him as assign of Roger; but W. the father of John &c. would not perform it. And after W.'s death W. Giffard came to John the son of W. de Willeby and prayed him to perform the covenant made between W. his father &c. and Roger Giffard, whose assign W. Giffard is; John would not perform it, but refused, tortiously &c.—*Asseby* denied &c., and said that Roger, at the time when he was said to have made an assign, was out of the pale of the common law, so that he could not make an assign &c.—*Sutton.* Acknowledge whether it is the deed of your father.—*Asseby* could not deny it, and pleaded as above.—*Sutton.* Where and when was he outlawed? and before whom, and for what cause?—*Asseby.* At the suit of one G., for a felony which he had committed.—[*Sutton.*] Not outlawed &c.; [we will aver] by the record of the Roll of the Eyre which was in the Treasury; for every Coroner presents such rolls at the Eyre.—METINGHAM. You ought to have a writ to the Sheriff; and the Sheriff and the suitors must agree whether he was outlawed or not.

Note. § An infant under age makes default in a plea concerning land which he held, and the Grand Cape issued. He can not wage his law, but must answer in chief.

Quare Impedit. § Richard de Sutton brought a Quare Impedit against N. de Segrave, and said that tortiously he did not permit him to present a fit parson to the Church of &c. which was vacant &c.—*Warwick.* On this writ he ought not to be answered; for the reason that it is a Chapel appendant to the Church of C., and is not a Church; and

tant de rente pris de la tere celuy Roger ky assingne &c.; e par la ou Roger ky assingne &c. vynt a W. e luy pria ke yl luy tenyt covenant, yl tener ne le voleyt; e pur Roger fut W. assingne a receyvere cele rente solum covenant avantdyt; W. cum assingne Roger vynt a luy e luy pria ke yl tenyt covenant cum assingne R.: W. pere Johan &c. ne luy voleyt tener: apres la mort W. vynt W. Giffard a Jon le fyz W. de Wileby e luy pria ke yl luy tenyt covenant fet entre W. sun pere &c. e Roger Giffard ky assingne W. Giffard est; Jon tenyr ne voleyt, eyns le dedyt, atort &c.—*Asby* defendy &c., e dyt Roger, al houre ke yl le dyt ke dut aver fet assyngne, si fut yl hors de commune ley, issy ke yl ne pout nuyl assingne fere &c. —*Suttone.* Cuniset, est ceo fet vostre pere.—*A.* ne pout dedire, e dyt cum avant.—*Suttone.* Ou e kaunt fut yl outlage, e devant ky, e pur quey?—*Asby.* Pur felonie ke avoyt fet, par la suyte un G.—[*Suttone.*] Nent outlae &c.; par Record de Roule de Heyre ke fut en la tresurie; kar chescun Coroner presente tel Roules en Heyre.—METINGHAM. Vous devet aver bref a viconte; e ke le viconte e les suytours acordent sy yl fut utlage ou noun. A.D. 1293.

§ Enfaunt dedens age fet defaute en play de tere ky tynt; issy le Grant Cape, ke yl ne purray nent gager la ley, mes respoundra en chef. Nota.

§ Ricard de Suttone porta le quare impedit vers N. de Segrave, e dyt ke atort ne luy sefre presenter covenable persone a la Esglise &c. ke voyde est &c.—*Warwyke.* A ceo bref ne deyt yl estre respondu; par la resun ke ele est Chapele apendaunt al Esglise de C., e nent pas Esglise; e ke le pere Ricard enfeffa Quare impedit.

A.D. 1293. that the father of Richard enfeoffed our grandfather of the advowson of a moiety of the Church of C., to which the Chapel was appendant; and the advowson of the other moiety he purchased from Ralph[1] Earl of Leicester; to which Church he presented his clerk J. Muncel, who was received &c., and was seised of the Chapel as appendant to the Church &c.—*Hyham.* Do you admit that our ancestor presented A. who resigned &c.?—*Warwick.* I did not admit it; but I said that you should not be answered on this writ, because it is a Chapel; and of that we have given proofs.—*Hyham.* You must admit or deny that our ancestor presented the last parson. — *Warwick.* Not on this writ; for that whereas you call it a Church, we say that it is a Chapel appendant &c. — METINGHAM. Admit or deny that it is a Chapel.— *Hyham.* We will imparl.—And they came back and said that it was the Mother Church and was not a Chapel appendant to the Church &c.; and that they were in different counties; one being in the County of Stafford and the other being in the County of Leicester; and in that Church there are sepultures and chrisms &c; and in the time of the said John Mauncel one A. was parson of the Church of D.; and then, during the time that P. was parson of C., one H. was parson of D.: therefore it is not a Chapel appendant to C.; ready &c. — *Warwick.* It is a Chapel appendant to C., and not the Mother Church, ready &c.—And they went on the averment whether it was the Mother-Church or a Chapel.

Writ of Dower.

§ A. brought a writ of Dower against B. who held for a term of years, who answered that the fee and the freehold reposed in the person of C.—But (said *A.*) this is a writ of Dower which may be brought against the

[1] This, if the name be correctly given, must be Ranulf Earl of Chester, who according to Banks (Dormant and Extinct Baronage, 3. 454), held the Earldom of Leicester for a short time.

nostre ael de la voueson de la meyte del Esglise de C., a quel le Chapel fut apendant, e la voueson de lautre meyte si purchasa de Rauf Conte de Leycestre: a quel Esglise yl presenta J. Muncel sun clerc, kefut resu &c., e seysy fu de la chapele apendant al Esglise &c.—*Hiham.* En grantet vous ceo ke nostre auncestre presenta A. ky resingna &c.—*Warwyke.* Jeo ne le grantay nent; mes ay dyt a ky vous ne serret nent respondu a ceo bref, pur ceo ke ele est chapele; e a ceo avum dyt nos evidinz.—*Hiham.* Il covent granter si nostre auncestre presenta dreyn persone ou noun.—*Warwyke.* Ne mye a ceo bref; pur ceo ke la ou vous fetes nomer esglise, nous dium ke ele est chapele apendant &c.—METINGHAM. Grantet ou dedyet ke ele est Chapele.—*Hyham.* Nous enparlirum.—E revyndrent e diseyent ke yl fut mere Esglise, e nent chapele apendant al Esglise &c.; sunt en diverse Contes; ke la un est en le Conte de Stafford e le autre en le Conte de Leycestre; e en cel Esglise yl ad sepulture e creyme &c.; e en le tens cest[1] Jon Mauncel A. fut persone del Esglise de D.; e puys en le tens ke P. fut persone de. C., si fut H. persone de D.: pur quey ele ne eyt pas Chapele apendaunt a C., prest &c.—*Warwyke.* Chapele apendaunt a C., e nent pas mere Esglise, prest &c.—E sunt a la verement la quele e ele mere Esglise [ou] chapele. A.D. 1293.

§ A. porta bref de dowere ver B. a terme des ans, ky respondi ke le fee e le franc tenement ne demort en la persone C.: mes ceo est un bref de doware ke put estre porte sur le termer, e le termer purra vou- Bref de Dowarye.

[1] MS. est.

A.D. 1293. termor; and the termor can vouch.—METINGHAM. You abate your writ, because you admit the freehold to be in another person; and, if you had been silent, you would have had your recovery against the termor: but now you must bring your writ against the termor and the person who is seised of the freehold. And your replication induces consequences like those where one brings a writ of Novel Disseisin against the tenant who answers that he has done no wrong, for that he entered by another, and the plaintiff admits it; he thereby abates the assise: but if he had been silent, the assise would pass.

Writ of Replegiari. § One brought a Replegiari against Ralph, who avowed the taking on one Ralph and John the son of Agnes for arrears of a rent of two shillings whereof he was seised by the hands of Ralph and Agnes the mother of John.—*W.* We pray aid of Katherine our wife; for the tenement where the distress was made is the right of our wife.—*Ralph.* You ought not to have aid; for you are a total stranger to those on whom we make our entire avowry.—*W.* We shall have aid; for the reason that we and our wife jointly with one John the son of Agnes brought the Mordancester against Ralph, and we demanded on the seisin of Laurence by escheat: and Ralph answered that he held by the law of England, and that the fee reposed in the person of John the son of Agnes, without whom he could not answer: and John joined &c., and rendered to Katherine her purparty. So we pray judgment if we shall not have aid.—METINGHAM. Ralph, how did you become possessed of this service?—*Asseby.* Laurence held of one Simon four bovates of land at a rent of four shillings by the year; which Simon granted to us these services; and we were seised by the hands of Laurence the father of Agnes and Katherine; and afterwards we were seised by the hands of Ralph and Agnes of a moiety of the services; and for the

cher.—METINGHAM. Vous abatet vostre bref, pur ceo ke vous coniset le franc tenement estre en autre persone; e sy vous uset este teysant, vous avreyet vostre recoverer ver le termer: mes ore devet porter vostre bref sur le termer e sur celuy ke est seysy del franc tenement; e vostre replicacioun acorde par la ou home porte bref de novele disseysine ver le tenant, ke respount ke yl nad fet nuyl tort, pur ce ke yl est entre par autre, e home grante ce, yl abate lasise; mes sy yl ust tenu, le assise passereyt. A.D. 1293.

§ Un porta un replegiare ver Rauf, ky avoue la prise sur un Rauf e Johan le fyz Anneys pur arrerrages de deus souz dunt yl fut seysy par mi la meyn Rauf e Anneys mere Johan.—*W.* Nous prium eyde de Katerine nostre femme; kar le tenement ou la destresse fu fet si est del dreyt nostre femme.—*Rauf.* Eyde ne devet aver; kar vous estes tut estraunge a ceus sur ky nous foums tut nostre avouerye.—*W.* Nous averum eyde; par la reson ke nous oue nostre femme joyntement oue un Jon le fyz Anneys portames le mor dauncestre ver Rauf, e demandames de la seysine Laurence de la eschete. Rauf respondi ke yl tynt par ley de Engletere, e le fee reposa en la persone Johan le fyz Anneys, sanz ky yl ne pet respoundre; Johan se joynt &c, e rendy a Kateryne sa purpartye: dount demandom Jugement si nous devum eyde aver.—METINGHAM. Rauf, coment avenistes vous a ceo service? —*Asby.* Laurence tynt de un Simond .iv. bove de tere pur .iv. souz par an; le quel Simond nous granta ces services; e nous seysy par my la meyn Laurence pere Anneys e Kateryne; e puys nous seysi par my la meyn Rauf e Anneys de la meyte de service; e pur Bref de Replegiare.

A.D. 1293. arrears &c. we avow the taking.—METINGHAM. Who is tenant of the tenement where the taking was made?—*Sutton.* A. and Katherine, as the heritage of Katherine. —METINGHAM. Since this is Katherine's purparty, and no one can charge the tenements without her, why shall he not have aid &c?—And he had aid.

Cessavit. § A. brought a writ of Cessavit against B.—*B.* You yourself brought against us in this court a writ of Rescue of beasts taken in the same tenement; whereby you suppose the tenement to be open to distress: and we pray judgment if on this writ you ought to be answered. —[. . .] (for A.) Our writ of rescue is for beasts taken not in these tenements, but in other tenements. —And the other side said the contrary.

Writ of Entry. § A. brought a writ of "Entry while he was of unsound "mind" against B., and counted of the seisin of his father descending to him as son.—*Gosefeld.* You can not have an action; for the reason that, whatever estate your father had at the time of the conveyance, he afterwards came before Justices who bear record and acknowledged the tenement to be our right; to the making of which recognizance he was received by the Court as one who was of sound memory; and we pray judgment if, in opposition to that recognizance, you can have an action.—*Warwick.* Then you admit the entry.—*Gosefeld.* We have no need to admit or deny it; for we answer to the action which is a higher matter.—*Warwick.* The legal course is that if you answer to the action you must admit the points of the writ; and since you do not answer, we pray that the Court will take it (the entry) for granted.—*Gosefeld.* We neither grant nor deny it; but we say that the deed of your ancestor was affirmed by the recognition made here; wherefore you can not put in a claim.—*Hertford.* Our ancestor did

le arrerage &c. si avoum la prise.—METINGHAM. Ky est tenant del tenement ou la prise fut fet?—*Suttone.* A. e Kateryne, cum le heritage Kateryne.—METINGHAM. De pus ke ceo est la purpartye Kateryne, e nuyl ne pout charger les tenemens sanz ly, pur quey navera yl eyde &c.—Et habuit. A.D. 1293.

§ A. porta bref de cessavit ver B.—*B.* Vous meymes portates ver nous seyns un bref de recuse des avers pris en meme le tenement; pur quey vous supposet le tenement estre overt a destresse; e demandom Jugement si a cesty bref devet estre respondu.—[ ] (pur A.) Nostre bref de recuse ne est mye des avers pris en ces tenemens mes en autres.—E alii contra. Le Cessavit.

§ Un A. porta bref de entre dum non fuit compos mentis ver B., e counta de la seysine sun pere en descendaunt a luy cum a fyz.—*Gosefeld.* Accione ne poet aver; par la reson ke en quel estat ke voster pere fut en tens de lees, yl apres cel tens devant Justice ky portunt Record vynt e conut le tenement estre nostre dreyt; a quel reconicance [1] fere, yl fut resu de Court cum cely ky fut de memorye; e demandom Jugement si encountre cel reconisance accioun poez aver.—*Warwyke.* Dunt vous grantet lentre.—*Gosefeld.* Nous navum pas mester a granter ne a dedire; ke nous responum al accioun ky est pluys haut.—*Warwyke.* Ceo est ordre de ley, sy vous volet respoundre al accioun, de granter le poyns de meme le bref; e del houre ke vous ne responet mye, nous prium ke la Court teumoyne pur grante.—*Gossefeld.* Nous ne grantum ne dediom; mes nous vous dium ke le fet votre auncestre fut aferme par la reconisance seynz fete; pur quey clayme ne poez mettre.—*Hertford.*[2] Nostre auncestre ne vynt pas ceyns Bref de Entre.

[1] MS. sanz reconicance.

[2] *Hertford* was a Justice of the Common Pleas at this time. Perhaps *Hertpole* was intended.

A.D. 1293. not come into this Court by any order or rule of law to make that recognition, nor was that recognition received by any warrant; and we pray judgment if by force of that recognition he can bar us.—*Gosefeld.* An acknowledgment of debt or other contract made in Court has so great force in itself, that he who makes the acknowledgment can not go against it, but it shall stand good: so in the present case.—*Hertford.* It is necessary that an acknowledgment with a view to disinheritance must be made by virtue of a warrant, and the party must be brought into Court by the authority of the Court: and an acknowledgment of debt, which does not operate as a disinheritance, is quite a different thing. —*Gosefeld.* If a man of non-sane memory make a feoffment, and after his decease his son confirm it, he [the son] can not have an action, although the first feoffment was defeasible; much more forcibly in the present case shall the acknowledgment made in Court and to which he was received, affirming the previous deed, be a bar.—METINGHAM. Where a man comes into Court by warrant to make an acknowledgment, the condition of the person is judged of by inspection; that is to say whether he be or be not in a state to make the acknowledgment; but where he comes of his own free will to enter on the Roll a charter previously made, or to enter an acknowledgment on the Roll, there he is received without his condition being ascertained.

Writ of "contrary to the form of the feoffment."

§ A. brought a writ of "contra formam feoffamenti" against B., and counted thus, that whereas by the common counsel &c. no man should be distreined to do suit &c. contrary to the form of his feoffment, if he or some of his ancestors had not done that suit before the first passage of King Henry into Gascony, yet B. tortiously distreined him contrary to the form of his feoffment, whereas neither he (A.) nor his ancestors before the aforesaid passage of King Henry had done the suit; and tortiously for this that whereas he holds of him one

par ordre ne par force de ley a sele conisanse fere, ne A.D. 1293.
par garant cel reconisance resu ; e demandom Jugement si par cel reconisance nous puyce barrer. — *Gossefeld.* Conisance fet en Court de dette ou de autre contract ad sy grant force ency, ke celuy ke la fet ne poez encountre cel reconisance venyr, eyns serra estable ; ausy par de sa. — *Herfort.* Conisance ke est fet a desheritisance, covent a ceo ke ele seyt barre ke ele seyt fet par garant, e la partye mene en Court par force de Court : e de autre chose est conisance de dette, ke ne eyt pas a desheritysance. — *Gosefeld.* Si un home neyt feffe hors de memorie, sun fyz apres sun deces le conferme, yl ne pet aver accioun coment ke le primere feffement fut defessable ; de pluys fort par de sa, la conisance fet en Court amey ke yl fut rescoue, ke aferme le fet avant, serra barre. — METINGHAM. La ou un home vynt en Court par garant a fere conisance, la condicion de la persone est juge par inspeccioun, lequel yl seyt de cel condicioun ke yl puyce cel reconisance fere ou noun ; mes la ou yl vynt de sen eyn degre de entrer en Roule une chartre devant[1] fet, ou a entrer conisance en Roule, yl est a ce resu sanz juger sa condicioun.

§ A. porta bref "contra formam feoffamenti" ver B., conta issy, ky cum de commune consayl &c. ky nuyl home seyt destreynt a fere suyte &c. a contre la forme de sun feffement, sy yl ou ascun de ces auncestres cel suyte ne usent fet avant le primer passage le Rey Henri en Gascoyne, B. atort luy destreynt ancountre la forme de son feffement, par la ou yl ne ces auncestres cel suyte avant la passage avantdyt H. ne feseyent ; e pur ceo atort, ke la ou yl tent de luy une carue de

Bref de Contra formam feoffamenti.

[1] MS. de un.

A.D. 1293. carucate of land paying half a mark by the year for all services, there came B. and distreined him by his beasts of the plough and other beasts, viz. cows and sheep, and demanded of him suit at his court twice a year, viz. one suit at the court next after Christmas and one suit at the court next after Easter; whereupon A. brought the Prohibition of our Lord the King, and forbad him to distrein; but for all that he ceased not afterwards to distrein him as before, tortiously and contrary to the form of his feoffment, and in opposition to the aforesaid provision, and to his damage: and if he will deny, then &c.—*Hertford.* This writ is given to the privy; so you must make yourself heir to the feoffee.—*Gosefeld.* Let him say that; we will then say something more.—*Hertford.* Your writ and your count suppose that the feoffment was made to you; for it says "his "feoffment;" but you can not say that.—*Gosefeld.* This writ is given to the heir as well as to the feoffee.—(A certain apprentice said that he had seen a case where the assign had brought this writ; and the assign was enfeoffed to hold of the mesne, because the Statute obliging the feoffee to hold of the chief lord did not then exist. —*Hertford* answered, and counted that B. at a certain time brought a writ against one R. and Joan, the father and mother of A., and demanded the land out of which the suit issues; and a compromise was made; and B. quit-claimed this tenement to them; and for that quit-claim R. and Joan agreed to do that suit; and (said he) we pray judgment if, in opposition to the deed of his ancestor, he can discharge himself of that suit.—*Gosefeld.* The land descended to A. ex parte matris; now, as the land was charged whilst she was under coverture, that shall not be to the prejudice of the woman's heir; for after the death of the husband the tenement shall return to the same state in which it was at the time when the mother's ancestors were enfeoffed. And on the other hand, it is enough for us if we can aver our writ in

tere pur un demi marc par an pur touz services, la A.D. 1293.
vynt B. e luy destreynt par les avers de sa carue e autre avers, nomement vaches berbys, e luy demanda suyte a sa court deus feez par an, nomement une suyte a la procheyne court apres Nouel, e lautre apres la Pasche; dount A. luy porta la Prohibicioun nostre seygnur le Rey, e ly defendy ke yl ne luy destreynat: yl pur ceo ne lessa ly destreyndre apres ausy cum avant, atort e encontre la fourme de sun feffement, e a countre la purviance avant dyt, e a ces dammages: sy yl le veut dedire, &c.—*Hertford.* Ceo bref est done a preve; dount yl vous covent ky vous facet heyr al feffe.—*Gossefeld.* Dye cel, e nous dirrum autre chose.—*Hertford.* Vostre bref e vostre conte suppose ke le feffement fut fet a vous, pur ceo dyt feoffamenti sui[1]: e ceo ne poez dire.—*Gossefeld.* Cesty bref est done al heyr ausy ben cum al feffe: et quidam apprentis dixit[2] se vidisse[3] casum ubi assingnatus tulit hoc breve, et assingnatus qui fuit feoffatus ad tenendum de medio; quia [Statutum] de feoffato tenendum de capitali domino non est actum.[4]—*Hertford* respount, e counte ke B. ascun tens porta bref ver un R. e Johane, pere e mere A., e demanda la tere dunt la suyte est eu; la pees ce prit e[5] B. quiteclama a eus ceo tenement, e pur cel quite clamance R. e Johane granterunt cele suyte fere; e demandom Jugement si encountre le fet sun auncestre de cele suyte se puyse decharger.—*Gossefeld.* La tere dessendy A. de part sa mere; dount, coment ke la tere fut charge taunt cum ele fut covert de barun, ceo ne serra pas prejudice al heyr la femme; apres la mort le barun le tenement retornerat a meme le estat ke yl furent en tens ke les auncestres la mere furent feffes. E de autre part, nous soffyt sy nous puysumes averer notre bref pur nous

[1] MS. feoffour sey.
[2] dyerut, MS.
[3] videsce, MS.
[4] MS. a word of three letters, of which the first is a, with two diagonal lines above. The other two letters are confused.
[5] MS. de.

A.D. 1293. order to discharge us: and see here our feoffment which says nothing about the suit; and we will aver that neither we nor our ancestors ever did that suit before the first passage &c.: and we pray judgment.—*Hertford.* We have told you that we do not distrain tortiously, for the reason aforesaid; and we can give an answer other than to the points of the writ. On the other hand, if you will have any advantage of the quit-claim you must admit the suit. On the other hand, whereas you say that your father charged the tenement &c., we tell you that your mother did the suit after the death of your father; so she affirmed it after she had ceased to be under coverture; and we pray judgment.—*Hertford* answered over, because he dared not hold to that plea; [and said that suit was done] before the first passage &c.—And the other side said the contrary.

Note that, although a man be himself charged with a service over and above the form of his feoffment, yet he can by this writ discharge himself from that service. Also, a woman can not be prejudiced by the deed of her husband although she afterwards do the suit, unless she do it by virtue of a new contract.

decharger; e veet issy nostre feffement ke ne veut mye la suyte: e nous volum averer ke nous ne nos auncestres ne firunt unkes cele suyte avant la primer passage &c.: e demandom Jugement.—*Hertford.* Nous vous avum dyt ke nous ne destreynum pas atort, par le resun avantdyt; e autre respounce poom doner ke a les poyns de bref. De autrepart, si vous volet aver benefyz par la quiteclamance yl vous covent ke vous grantet la suyte. De autre part, la ou vous dites ke vostre pere charga le tenement &c., nous vous diom ke vostre mere apres la mort vostre pere fit cele suyte; dunt ele aferma puys ceo ke ele fut covert de barun; e demandom Jugement.—*Hertford*[1] respondi[2] outre pur ceo ke yl ne se osa la tener; e dit ke ces auncestres firent la suyte avant la primere passage.—Et alii contra. A.D. 1293.

Nota, ke coment ke un home seyt meme charge de une service outre la fourme de son feffement, yl de cel service ceo put decharger par cesty bref: ausy femme ne pet estre greve par fet de sun barun, meke ele puys eyt fet suyte, sy ele ne ly fyt par novele contract.[3]

[1] Probably a mistake for *Hertpole.* Hertford was a judge.

[2] MS. responet.

[3] The remainder of this term occupied two more folios, of which only fragments remain, MS. fo. 288

PLEAS IN THE COMMON BENCH

AFTER PENTECOST

XXI. EDWARD I.

HERE BEGIN THE PLEAS IN THE BENCH AFTER PENTECOST IN THE 21ST YEAR OF THE REIGN OF THE KING.

Note. § Note that, in a Replegiari a man may traverse the day of the taking thus, "Whereas he says that we took on such a day, we say, Not on such a day, ready &c.;" and consequently the day and year [are both denied].

Replegiare. § A. brought the Replegiari against B.—B. avowed &c., by reason that one W. impleaded the said Adam in this court for a trespass, and that Adam was convicted of the trespass; whereby he was condemned by the court to pay five pence to the aforesaid W. for the trespass that he had committed; and Adam, as bailiff of this court and by its award, made the distress for the execution of the judgment; and that otherwise he did not take them; ready &c.—Therefore &c.

Replegiare. § The Prior of N. brought the Replegiari against Theobald de Verdun, saying that tortiously &c.—*Theobald* (by attorney) avowed the taking to be good &c. in his fee, by reason that the Prior held of his fee one virgate of land with &c. in N., and that the Prior was at the court of Sir Theobald in the said vill summoned to answer the said Theobald for a trespass which he had committed against the said Theobald. The Prior did not come; wherefore it was awarded by the court that he should be distreined; whereupon Theobald made the distress by virtue of the award of his Court, because the Prior did not come. And thus we avow &c.: and in no other manner &c., ready &c.—*The Prior.* Sir we tell you that our predecessors were enfeoffed of that virgate of

HIC INCIPIUNT PLACITA DE BANCO POST PENTECOSTAM ANNO REGNI REGIS EDWARDI VICESIMO PRIMO.

§ Nota en le Replegiari put home traverser le jour de la prise issi; la ou yl dit ke nus le preymes teu jour, nent teu jour, prest &c.; e par consequens le jour e le an.

§ A. porta le Replegiari ver B.—B. auvoua &c. par la resone ke un W. enpleda meme cely Adam en tele curt de trespas, yssy ke A. fut ateint del trespas; par quey yl fut condamne par agard de la court en v. sous a payer a le avandite W. pur le trespas ke yl luy aveit fet; e Adam cum baylyf de cete court par agard de la court fit la destresse pur fere le execucium de le jugement; e ke autrement ne les prit, prest &c. — Ideo &c. Replegiari.

§ Le Priour de N. porta le replegiari ver Tebaud de Verdun ke atort &c. — *Tebaud* (par atorne) auvoua la prisse bone &c. en sun fee, par la resone ke le Priour teynt de sun fee une verge de tere od &c. en N., issi ke le Priour fut somuns a la court Sire T. en meime la vile a respondre a meyme cely T. de trespas ke yl aveit [fet] a T. Le Priour ne vint nent; par quey fut agarde par la court ke yl fut destreint; par quey T. fit la destresse par agard de sa court, pur coe ke le Priour ne vint neut: e issi avouum &c.: e ke autrement &c., prest &c. — *Le Priour.* Sire, nus vus dium ke nos predecessours furent feffez de cele verge de tere Replegiari.

A.D. 1293. land in N. in frank almoign for the church, before Sir Theobald had any court in the vill; and that Sir Theobald and the others who held that court before him were never seised in that court of a plea where the Prior was party to the plea; and we pray judgment if to such an avowry he ought to be received.—*Warwick.* Do you hold of his fee or not? Answer that.—*Suttone.* Sir, if in his own court he could hold that plea where he himself was a party, he would be both party and judge; which can not be: we pray judgment as before.—*Warwick.* The court is the judge. Answer; do you hold of his fee or not?—He (*Suttone*) could not deny that he did; and he answered over, and said, Sir, we tell you that Sir Theobald maliciously made the summons and distress for the purpose of oppressing him, and not on account of any trespass which he had committed against him, ready &c.—*Warwick.* Not maliciously, but for a trespass which he had committed against Theobald, ready &c.—So &c.

Quare In cumbravit.

§ Sheweth unto you the Prior of St. James of Dudley, by his attorney &c., that Godfrey bishop of Worcester, who is there by attorney, has tortiously incumbered the church of Northfeld, within the six months, with one of his clerks named Piers de Astcote, the advowson of which church is appendant to his church of St. James of Dudley aforesaid; and tortiously for this, that one Robert formerly Prior of Dudley, the predecessor of this same Prior, presented to that church one of his clerks named Richard, who was received and instituted by the Bishop of the place in time of peace, in the time of King Henry father of &c. whom God preserve; which clerk Richard died parson imparsonee on the Friday next before the feast of St. Michael in the nineteenth year of the reign of our lord &c. Edward who now is, &c.; by whose death the church became vacant; after whose death this same Prior presented one of his clerks named Malcolm de Harleye to the church of Northfeld

en N. en franc haumoyne a le Esglise, einz ke Sire T. nul court aveit en la vile; e ke Sire T. e les autres ke cele court teyndrent avant luy unkes ne furent seysi de play en cele court la ou le Priour fut partye au play; e demandom jugement si a tele avouerie deit estre ressu.—*Warwyke.* Tenez vus de sun fee ou nun? responez la.—*Suttone.* Sire, sy yl pout cel play tenyr en sa court demene la ou yl meme fut partye, issi serreit yl partye e juge; ke ne put estre: Jugement com avant.—*Warwyke.* La court est juge. Responez, tenez vus de sun fee ou nun?—Yl ne put dedire,[1] e respundy outre, e dit, Sire, nus vus diom ke Sire T. fit la somunze e la destresse par malice pur luy grever, e nent pur autre trespas ke yl luy aveit fet, prest &c. —*Warwyke.* Nent pur malice, mes pur trespas ke yl aveit fet a T., prest &c.—Ideo &c. A.D. 1293.

§ Coe vus mustre le Priour de Seint James de Dudeleye, par sun atorne &c., ke Godefrey Eveske de W., ke yluc est par atorne, atort ad encumbre la Esglice de Norzfeld de deinz le vi. meis de un sun clerk Perres de Astcote par num, la voweson de quele esglise apent a sa Esglise de Seint James de Dudeleye avant dyt; e pur coe atort, ke un Robert jadis Priour de Dudleye, predecessour meyme cety Priour, presenta a cele Esglice un sun clerc Ricard par num, ke fut ressu e institut de leveske de leu en tens de pees e en tens le Roy Henri pere &c. ke Deu gard; le queu clerc Ricard par nun morut persone e enpersone le Vendredy procheyn devant le Seint Michel le an deu reygne nostre seygnur &c. Edward ke ore est &c. xix.; par ky mort la Eglise voyda; apres ky mort meyme cety Priour presenta un son clerc Maucolum de Harleye par num a la Esglise Quare Incumbravit.

[1] MS. dire.

A.D. 1293. aforesaid; whereupon the said Malcolm on such a day in such a year brought the Prior's letter, shewing his presentation, to Godfrey the Bishop of Worcester aforesaid, at his manor of Awechurch, in the presence of one John de C. and such an one and such an one and several other persons who were there, and prayed him to receive him on the aforesaid presentation of the Prior of Dudley; and he would not receive him, but has incumbered the church of Northfeld aforesaid within the six months with his clerk named Piers de Astcote, tortiously and to the disheritance of his aforesaid church of St. James of Dudley, and to the heavy damage of the Prior, viz, three hundred pounds; and if he will &c., good suit.—*Warwick* denied &c., and said, — Sir, see here the letter of the Archbishop of Canterbury stating that the Prior is excommunicated; judgment if he ought to be answered. — The letter stated that the officer of the Bishop of Worcester had excommunicated him "on account of "his manifest contumacy, which excommunication we ratify and confirm &c. — *Sutton.* That letter ought not to be a bar; for the reason that if any sentence was given by the Bishop of Worcester's officer, it was by the commandment and procurement of the Bishop of Worcester and at the suit of the Bishop; wherefore that sentence ought not to bar him any more than if the Bishop himself had excommunicated him; and we tell you moreover that this letter was obtained at the suit of the Bishop: judgment if it ought to be a bar to us, and if he (the Prior) ought not to be answered.—THE JUSTICE adjudged that *Warwick* should answer over.—[*Sutton.*] And on the other hand, the Prior is not within his jurisdiction; wherefore his sentence can not bind him. —*Warwick.* Whether he be within his jurisdiction or not, we have nothing to do with that; for that can not be tried in this court.—THE JUSTICE adjudged as above. —*Warwick.* Do you avow the count.—The [Prior's] attorney said that he did.— *Warwick.* Sir, the Quare non

de N. avandite; dunt cely Maucolum porta la lettre le Priour de sun presentement a G. le Eveske de W. avant dit, tel jour tel an, a sun maner de Auuecherche en la presence un John de C. e cely e cely e plusours autres ke yluc furent, e luy pria ke leuy resevat a le presentement le Priour de D. avant dit; receyvere ne luy voleyt, einz ad encumbre la Esglice de N. avant dyte de deinz le vi. meys de un son clerc Perres de Astcote par nun, atort e en deseritisun de sa Esglise de Seint James de D. avandite, e a gref damage le Priour de treis cent livres: si yl &c., sute bone.—*Warwyke* deffendi &c., e dit, Sire, veez issi la lettre le Erceveske de Cantorberi ke le Priour est escumyge: jugement si yl deit estre respondu,—[1] La lettre voleyt ke le officer le esveyke de W. luy aveyt escumyge " propter manifestam contumaciam suam, quam excommu- " nicationem ratificamus [2] et confirmamus &c.—*Suttone.* Sire cele lettre ne deit estre barre; par la resone ke si nule centense fut done par le officer le eveske de W., coe fut par le comandement e le procurement le Eveske de W. e a la sute le Eveske; par quey tele centense ne deit plus barrer ke sy le eveske meyme luy ut escumyge: e vus dium outre ke cete lettre est purchasse a la sute le Eveske: Jugement si ele deit estre a nus barre, e sy yl ne deit estre respondu.—LE JUSTICE agarda ke *Warwyke* respondreyt outre.—E de autre part le Priour neit pas de sa jurisdiccion; par quey sa centense ne luy pout lyer. — *Warwyke.* Le quel yl seit de sa jurisdiccion ou nun, de coe navum ke fere; ke coe ne put estre en cete court detrie.—LA JUSTICE agarda ut supra.—*Warwyke.* Volez le cunte.—Le Atorne dit ke oyl.—*Warwyke.* Sire, le Quare non admisit e le A.D. 1293.

[1] In the MS. the name of *Sutton* precedes the statement of the effect of the letter.

[2] MS. ratificatur.

A.D. 1293. admisit and the Quare incumbravit, although they issue from the Chancery, are not Original writs to such an extent that they do not suppose another preceding writ, that is to say the Darrein Presentement or the Quare impedit or the writ of Right of advowson of the church: for when one presents and is disturbed, he shall immediately bring his Darrein Presentement or his Quare Impedit or his writ of Right, and then if the Bishop incumber the Church during the plea or after the plea pleaded, within the six months, he shall bring his Quare Incumbravit; and inasmuch as he has not in his count made any mention of a preceding writ, Judgment of his count.—*Sutton.* Sir, he asserts what he wishes; where the Bishop incumbers the church within the six months, I have no need to bring any writ against him other than the Quare Incumbravit, unless I please; and where one has two kinds of remedy, he may choose.—*Warwick.* You do not know whether the Bishop claims as patron or as ordinary of the place; and in counting you have made no mention thereof; judgment of the count. — *Sutton.* Sir, when the Bishop claims nothing except as ordinary, and so incumbers the Church, there is no need for there to be any preceding writ, or to mention in the count that there was any preceding writ; and we will aver that he claims nothing except as ordinary of the place; ready &c.—*Warwick.* Now, judgment of the count; inasmuch as he makes no mention thereof in counting. — *Sutton* (on the next day) said, We have counted according to the form of our writ; for the writ does not suppose any preceding plea in this case: judgment.—*Warwick.* The Incumbravit is a Judicial writ, and supposes &c. as above: judgment. —HERTFORD (JUSTICE). It is an Original and not a Judicial writ; I will shew you; for the Quare non admisit is a Judicial writ, and mentions damages as this does, and issues from the Rolls; but the Quare Incumbravit will not issue from the Rolls but out of Chancery,

quare incumbravit tut issent yl ors de la Chancerie ne sunt pas si originals ke yl ne supposent un autre bref presedent, coe est a saver le drein present ou le quare impedit ou bref de dreit de Auvouesun de Eglice: kar sy tot cum home presente e yl seit desturbe, meyntenant yl portera sun drein present ou sun quare impedit ou sun bref de dreit; e pus, sy le Eveske encumbre le esglice pendant le play ou apres le play plede deynz le .vi. meys,[1] si portera yl sun quare incumbravit; e desicom yl nad fet nul mencion en counte ke nul tel bref fut presedent, Jugement de sun cunte.—*Suttone.* Sire, yl dit sun talent; la ou le esveke encumbre le Esglise de deynz le .vi. meis, joe nay meyter de porter autre bref ver ly fors le quare incumbravit si joe ne voyl; e par la ou houme ad remedie par treis veyes yl purra elire. — *Warwyke.* Vus ne savez lequel eveske cleyme cum patron ou cum ordiner de leu; e de coe ne avez fet nul mencion en counte cuntant; Jugement de cunte.—*Suttone.* Sire, la ou le Eveske ne clyme rens fors cum ordiner de leu, e issi encumbre le esglise, neit pas meyter ke autre bref seit president, ne de fere mencion en counte ke autre bref fut president; e nus volum averer ke yl ne clame rens fors cum ordiner de leu; prest &c. — *Warwyke.* Ore, Jugement de cunte; desicum yl ne fit nul mencion de cel en counte contaunt —*Sottone* (al autre jour). Nus avum cunte solum la fourme de nostre bref, ke le bref ne suppose nul play presedent en coe cas; jugement.—*Warwyke.* Le incumbravit est un bref de Jugement, e suppose &c. ut supra; Jugement.—HERTFORD (JUSTICE). Coe est original, e nun pas bref de Jugement; joe vus le mustrey; ke le quare non admisit est un bref de Jugement, e veut damage aussi cum cety, e istra hors de Roules; mes le quare incumbravit ne istra pas hors de Roules, mes de la A.D. 1293.

[1] MS. meyns.

A.D. 1293. and has "Witness myself;" but a Judicial writ has "Witness John de Metingham &c.:" it follows, then, that the Quare Incumbravit is an Original and not a Judicial writ. And whereas you say that the Quare incumbravit always supposes a preceding writ, it seems that it does not; for if I as patron present my clerk to a church, and the Bishop institutes an enquiry whether the presentee be a fitting person or not, and then delays the institution from day to day, and perhaps says that he can not wait, so that the time passes, and the Bishop incumbers the church,—What writ shall I bring in this case? not the Quare incumbravit? (intimating that he should.)—*Warwick.* Sir, by his own count he has given to him a writ of Darrein presentement in this case, by counting that his predecessor presented the last parson who is dead; judgment if this writ lie.—*Gosefeld.* If you decide that the writ and the count are good, and that such a writ lies, we will give sufficient answer.—HERTFORD. We adjudge that you do say where you will demur.—*Warwick.* Sir, if he should be answered on this writ, in this case it will follow that the Darrein presentement may be determined in the Quare incumbravit.—HERTFORD. True: and why should it not? and it would be for you then to say whether you claim as Patron or as Ordinary: that is not for them to say; it lies in your mouth.—*Sutton.* Sir, we have brought an original writ against the Bishop; and we are ready &c. that the Bishop has incumbered the church of N. within the six months; which averment they refuse; judgment.—*Warwick* waived what he had said, because he would not impede. And he imparled; and came back, and said, Sir, we tell you that this same Prior heretofore brought the Darrein presentement against the Bishop before Sir Reginald de Leye and W. de Mortimer at Kidderminster (?), and recovered the advowson by judgment, and had a writ to the Bishop; wherefore if the Bishop refused his presentee, he may have the Quare

chancelerie, e veut teste me ipso ;—e bref de Jugement veut Teste Johanne de Metingham &c. ; dunk yl enseut ke le quare incumbravit est originale e nun pas bref de Jugement. E la ou vus deites ke le quare incumbravit suppose tut tens un bref presedent, yl semble ke nun ; ke si joe presente a un Eglise mun clerk cum patron, le Eveske prent lenqueste si le presente seit covenable persone ou nun, e pus delaye le institucion de jour en jour, e die par aventure ke yl ne put atendre, issi ke le tens passe, e le Esseveske encumbre leglice,—queu bref porterage en coe cas? ne my le quare incumbravit? quasi dicat si fray.—*Warwyke.* Sire, par sun cunte demeine si ad done a ly bref de dreyn present en coe cas, par la ou yl ad cunte ke sun predecessour presenta la drein persone ke mort est : Jugement si teu bref ygyse. — *Gosefeld.* Si vus agardet e le bref e le cunte bon, e ke teu bref ygise, nus respondrum assez. —HERTFORD. Nus agardum ke vus diez la ou vus volez demorer.—*Warwyke.* Sire, si yl serreit respondu a cety bref en coe cas, issi ensuereit yl ke le drein present porreit estre determine en le quare incumbravit. — HERTFORD. Vus dites verite ; pur quey nun sy serreit yl? e a vus dunke serreit a dire le quel vus clamacez cum ordiner ou cum patron ; ke coe neit pas a eus a dire ; ke gist en vostre bouche.—*Suttone.* Sire, nus avum porte bref originale ver le Eveske e sumes prest &c. ke le Eveske ad encumbre le esglise de N. deins le .vi. meis,[1] lequel averement sy [&c.], e Jugement.—*Warwyke* veya coe ke yl aveit dit, quia non obstaret. E enparla e vint e dit, Sire, nus vus dium ke meme cety priour devant ces oures porta le drein present ver le Eveske devant Sire Reynald de Leye e Sire W. de Mortimer a Ked . . . , e recovery par Jugement le avouesun, e aveyt bref a le Eveske ; par quey sy le Eveske refusa sun presente, si

A.D. 1293.

[1] MS. meins.

A.D. 1293. non admisit, which is a Judicial writ according to the due course of law; and we pray judgment if—inasmuch as he can sue a writ of Quare non admisit, by reason of the judgment in the Darrein presentement, for the purpose of carrying into execution the judgment previously given,—this writ of Quare incumbravit lies.—*Sutton.* The pleas of Quare non admisit and Quare incumbravit both take one issue, for both state damage; and inasmuch as we do not intend to recover more by one than by the other, and he, as Ordinary, has incumbered the church; judgment if this writ do not lie.—*Gosefeld.* Sir, they do not take one issue; the Quare incumbravit is higher; it states "to the disheritance."—*Bradestoke.* Sir, where a patron recovers against a patron, by a judgment of the King's Court, the advowson of a church by a Darrein presentement or by a Quare impedit, and has a writ to the Bishop, and the Bishop refuses his presentee and incumbers the church within the time, there the Quare non admisit well lies; but where the patron brings the Darrein presentement against the Ordinary of the place, and the Ordinary claims nothing except as Ordinary of the place, whereupon judgment goes for the patron, and he has a writ to the Bishop, and the Bishop incumbers the church and does not receive his presentee, in that case the Quare incumbravit lies. And we will aver that he claimed nothing except as Ordinary of the place; and if you refuse that averment, we pray judgment.—*Warwick.* Sir, the writ of Quare incumbravit supposes that the Bishop has incumbered the church pending the plea of Darrein presentement or of Quare impedit: and their writ does not state that. Judgment of the writ, which is out of the common form.—*Bradestoke.* Sir, we will aver that he as Ordinary incumbered the church within the six months, and that he claimed nothing except as Ordinary of the place; which averment they refuse: judgment as of undefended. — *Warwick.* Judgment if on this writ he ought to be answered, inas-

purra yl aver le quare non admisit ke est bref de Juge- A.D. 1293.
ment solom ordre de ley ; e demandom Jugement desicum yl pet sure bref de quare non admisit par la resone de le Jugement en le drein present pur fere le execucion de le Jugement rendu avant, si cety bref de quare Incumbravit ygysse. — *Suttone.* Sire, le play de quare non admisit e le quare incumbravit pernent un issue; ke lun veut damage e lautre veu damage: e desicom nus ne bium plus recoveryr par lun ke par lautre, e yl cum ordiner ad encumbre la Esglise, Jugement si cety bref ne gyse.— *Gosefeld.* Sire, yl ne pernent pas un yssue ; ke le quare incumbravit est plus haut, ke veut ad exhereditacionem.—*Bradestoke.* Sire, la ou patron rekevere ver patron &c. ut in quaterno.[1]—*Warwyke.* Sire, le bref de incumbravit suppose en sey ke le Eveske encumbre la Esglice pendant play de dreint present ou de quare impedit; e coe ne veut lur bref. Jugement de bref ke est hors de comune fourme.—*Bradestoke.* Sire, nus volum averer ke yl cum ordiner encumbra le Esglise de deinz le .vi. meis, e ke yl ne clama ren fors cum ordinere del leu, lequel averement yl refusent: Jugement cum de nun deffendu. — *Warwyke.* Jugement si a cety bref deit estre respondu, desicum yl put sure bref de Jugement le quare non admisit a fere le execucion de le Jugement si le execucion ne seit pas fet.—HERTFORD (JUSTICE). Que tort vus fet yl sy yl porte bref originale ver vus, e let pur sure sun bref de Jugement ke serreit a sun avantage demeyne? fut la esglise encumbre devant le play en le drein present entre eus ou pendant &c. ?—*Sottone.* Sire, ben devant ; e coe fut tote nostre resone par quey nus purchasmes le bref de cete fourme.— HERTFORD (JUSTICE). Warwyke, responez outre.—*Warwyke.* Sire, ke le Eveske ne encumbra poynt le esglise de deinz le tens ; prest &c.—E lautre le revers.—Ideo ad patriam. — *Bradestoke.* Ke le patron rekevere ver patron par Jugement de la curt le Roy avoueson de

[1] This is a direction to *Bradestoke's* speech in full, given at the end of the case.

A.D. 1293. much as he can sue a Judicial writ, viz. the Quare non admisit, to have execution on the judgment, if execution be not done. — HERTFORD (JUSTICE). What wrong does he do you if he brings an Original writ against you and delays to sue a judicial writ which would be for his own advantage? Was the church incumbered before the plea in the Darrein presentement between them, or pending &c.—*Sutton.* Long before: and that was the very reason why we purchased the writ in this form.—HERTFORD (JUSTICE). Warwick, answer over.—*Warwick.* Sir, the Bishop did not incumber the church within the time; ready &c.—And the other side said the contrary.—So to the country.

Note. § Note; where the lord wishes to put forward the exception of vileinage against the demandant or plaintiff, he ought to defend thus;—John, who is here, denies tort and force (but it is better not to deny) and will deny where how and when he ought; and we tell you that he ought not to be answered; for the reason that he is our vilein. And if he defend further, he has answered him as a free man; and consequently he can not afterwards allege the exception of vileinage. And the other side may say,—A free man and of free estate, ready &c.; and he shall be received to that averment. But where a sentence [of excommunication] is to be alleged, he ought to deny the words of Court throughout, and then to say that he (the demandant or plaintiff) ought not to be answered, for the reason that he is excommunicated.

Cosinage. § One Alice counted against B. in a writ of Cosinage.—*B.* prayed the View, and had it; and afterwards Alice counted against B. in like manner as before.—*Sutton.* Sir, we tell you that Alice has a parcener, named Roger de C., the son of her sister, who has an equal right to the tenements demanded with Alice, if she has

Esglise par le drein present ou quare impedit, e ad bref A.D. 1293.
a le eveke, e le evesk refuse sun presente e encumbre la Esglise deins le tens, la git ben le quare non admisit; mes la ou le patron porte le drein presente ver le ordiner de leu, e le ordiner ne cleime ren fors cum ordiner de leu, par quey Jugement se fet pur le patron, e yl ad bref a le Eveske, e le Eveske encumbre le Esglise e ne reseit pas sun presente, en coe cas git le quare incumbravit: e nus volum averer ke yl ne clama rens fors com ordiner de leu; e si vus le refusez, Jugement.

§ Nota, la ou le seynur vodra mettre avant en- Nota.
contre le demandant ou pleyntif excepcion de vylenage, yl deit defendre issi;—Jon, ky yssy est, defend tort e force (sed melyus est non defendere) e defendera la ou e qant yl devera; e vus dium ke yl ne deit estre respondu, par la resone ke yl [est] nostre vileyn: e si yl defende plus avant, yl ad respondu a ly cum a franc home; par quey yl ne put alegger excepcion de vilynage apres. Lautre porra dire, franc home e de franc estat, prest &c.; e serra ressu a tel averement: mes la ou centense serra alegge, yl defendra tot hors le moz de la curt, e pus dirra ke yl ne serra pas respondu, par la resone ky est escumyge.

§ Un Alice cunta ver B. en bref de Cosinnage.—*B.* Cosinage.
demanda la vewe, et habuit; apres, Alice cunta ver B. autel cunte cum avant.—*Suttone.* Sire, nus vus diom ke Alice ad un parsener Roger de C. par nun, le fiz sa seer, ke ad ausy bon dreit a le tenement demandez, si nul dreit ad, cum Alice, de ky ele nad fet nul

A.D. 1293. any right, and of whom she has not made mention in her count or in her writ; judgment if to such count without him &c.—*Whitby.* Sir, we heretofore counted a like count against him, and he did not challenge it, but tacitly admitted it as good: judgment if he can now say that to such a count we ought not to be answered. And on the other hand he has had the View, whereby he has affirmed the writ and count to be good, and the person (of the plaintiff) to be answerable: judgment if &c.—*Asseby.* Sir, this exception lies better after the View than before. And he said moreover (which I do not think is true) that he understood from Sir Elias de Beckingham in the time of Sir T. de Weylond, that even if they had in this case pleaded down to the Inquest, yet the tenant would always, before judgment given, be received to allege that exception; for otherwise it would follow that one parcener would recover her own share and also her parcener's share; which would be wrong.—*Sutton* argued as before; and prayed judgment if she (Alice) ought to be answered in the absence of her parcener, and if the exception was not good after the View.—The writ was quashed.

Note. Formedon. § Note; in a writ of Formedon in the reverter the tenant may traverse the seisin of the donor, ready &c.: and he shall be received thereto.

Note. Escheat. § One A. brought a writ of Escheat against B., and demanded twenty acres of land &c., for the reason that one G., on the day of his death, held of him the twenty acres by certain services, of which services he was seised by the hands of G. his tenant on the day whereon he died, and that G. died tenant to him; and which tenement ought to revert to him as his right and his escheat, because G. died without heir.—*Asseby.* Sir, we tell you that A. assigned the services of his tenant G. to one W. de N.; and G. on his assignment attorned to him, a

mencyon en cunte ne en sun bref ne le plus; Juge- A.D. 1293.
ment si a teu cunte sanz ly &c.—*Wileby.* Sire, devant ces houres si cuntames autel cunte ver ly, le quel yl ne chalenga point, einz le granta pur bon, enteysant: Jugement si ore puse dire ke nus ne devum a teu cunte estre respondu. E de autre part yl ad heu la vewe; par quey yl ad aferme le bref e le cunte bon, e la persone reponable; Jugement si &c. — *Asseby.* Sire, cet excepcion git meus apres vewe ke devant. E dyt outre (quod non credo esse verum) ke yl aprit de Sire Elyz de Bekynham en le tens Sire T. de Weylonde, ke tot usent yl plede en coe cas jekes al enqueste, uncore serreit le tenant ressu tote veirs, devant Jugement rendu, pur alegger cel excepcion; kar autrement ensuereit ke le un parsener recovereit sa partye e la partye sa parcenere, ke serreit tort.—*Suttone.* Ut supra, e demanda Jugement cy yl dut estre respondu sans sun parsenere, e si le excepcion ne fut [bon] apres vewe.—Cassatum fuit.

§ Nota, en bref de fourme de doun de la revertere si put le tenant traverser la sesine le doneour prest &c.; e serra ressu. Nota. Fourme de Doun.

§ Nota, A. porta bref de eschete ver B., e demanda .xx. acres de tere &c., par la resone [ke] un G. tint de ly le jour ke yl morut pur sertein services le .xx. acres &c., de ques services yl fut sesi par my la mein G. sun tenant le jour ke yl morut, e morut sun tenant; le quel tenement a le avantdit A. deveit revertyr cum sun dreit e sa eschete, pur ceo ke G. morut sanz heyr. — *Aseby.* Sire, nus vus diom ke A. assigna le service G., ke tint de ly, a un W. de N., e G. par sun assignement se atorna a ly grant tens de[vant] Nota. Eschete.

A.D. 1293. long time before his death; ready &c. And we pray judgment if he can demand the tenements as his escheat. —*Toutheby.* G. died tenant to him (A.) ready &c.— *Asseby.* No: you shall not escape by that means: you shall reply to the assignment.—*Toutheby.* That amounts to saying that G. did not hold of us the day on which he died: but we say, Ready &c. that he did: and if you refuse the averment, judgment as of undefended.— *Asseby* was obliged to traverse, saying that he did not hold of him on the day when &c., ready &c.—So &c.

Entry, founded on Novel Disseisin.

§ One Adam brought a writ of Entry founded on novel disseisin against B. for twenty acres of land &c. of which the said B. disseised one William de C., father of the said Adam, whose heir he is, since the term &c. —*Warwick.* Sir, we tell you that a Fine was levied between them before &c., in such a year, of the same tenements which are now in demand, between one N. de C. and this same B., on a writ of Warranty of Charter; in which N. acknowledged the the tenement comprised &c. to be the right of B., as that which the said B. had of his gift, to hold &c. to him and his heirs; and he bound himself and his heirs to warranty; and for that acknowledgment and warranty the said B. granted the said tenement to N. for the term of his life; and that after the death of N. the tenement should revert to B.; by which Fine there was a change of estate: and Adam had the four points, and did not put in his claim within the year and the day. Judgment if he can now demand any thing, in opposition to the Fine levied &c.—*Sutton.* Sir, William our father was seised of his demesne as of fee and of right after the date of that Fine, and was disseised by *B.*, ready &c.—*Gosefeld.* Then you admit the Fine, but say that it ought not to prejudice &c.—*Sutton.* I have no need either to admit or deny it, since I take my title after

sa mort, prest &c.; e demandom Jugement sy le tenement pusse demander cum sa esschete.—*Touyeby.* Ke G. morut sun tenant, prest &c. — *Aseby.* Nanyl; vus ne aschaperez poynt par la; vous respondrez a le assignement. — *Touyeby.* Tant amunt ke G. ne tint pas de nus le jour ke yl morut; prest &c. ke si fit; e si vus refusez le averement, Jugement cum de nun defendu.—Covendreit ke *Aseby* luy traversat, ke yl ne tint nent de ly le jour &c., prest &c.—Ideo &c. A.D. 1293.

§ Un Adam porte bref de entre funde sur la novele disseysine ver B. de .xx. acres de tere &c., de ques meyme cety B. disseysi un Willem de C. pere meyme cety Adam, ky heyr yl est, pus le terme &c.—*Warwyke.*—Sire, nus vus diom ke une fin se leva entre eus devant &c., tel an, de meyme le tenements ke ore sunt demandez, par entre un N. de C. e meme cety B. sur bref de garrantye de chartre issi ke N. conut le tenement contenuz &c. estre le dreit B. cum coe ke B. aveit de sun doun, a aver &c. a ly e a ces heyrs; e obliga ly e ces heyrs a la garrantye; e pur cele reconisance e garrantye meyme cety B. granta meyme le tenement a N. a terme de vie; e ke apres la mort N. dussent revertyr a B.: par la quele fin yl ly aveyt mutasiun de estat: e Adam aveit le .iiii. poyns, e ne myt poynt sun cleym de deyns le an e le jour. Jugement si ore pusse ren demander encontre la fin leve &c.—*Suttone.* Sire, ke W. nostre pere fut seysi en sun demeyne cum de fee e de dreit pus la date de cele fin, e disseysi par *B.*;[1] prest &c.—*Gosefeld.* Dunkes grantez vus ben la fin, mes ke ele ne deit nure &c. — *Suttone.* Joe nay meyter a granter ne dedire, de puys ke joe prenk mun title pus la date de Entre funde sur la Novele Disseysine.

[1] MS. W.

A.D. 1293. the date of the Fine; but if I were to take my title from any time before the date of the Fine, then it would be right that I should answer to the Fine.—*Warwick.* Sir, we tell you that the Fine was levied in manner as we have said, and that there was a change of estate; and that after the death of N. who held the thing for his life, W. the father of A. came and abated on the tenement the reversion whereof belonged to B. by force of the Fine; and B., as well he might, ousted him: and inasmuch as he has admitted the Fine, and does not put forward any title to shew how a freehold has since accrued to him, we pray judgment if,—by the abatement which his father effected tortiously and in opposition to the Fine, after the death of N. who held for his life the tenement the reversion whereof belonged to B.—he can demand anything.—*Sutton.* Whereas you say that our father had nothing except by abatement, Sir, we say that W. our father was seised in his demesne as of fee and of right after the date of the Fine, ready &c.: now we thoroughly traverse. And whereas he says that we have admitted the Fine, we say that we have neither admitted nor denied it; for we have no need so to do. And whereas he prays judgment inasmuch as we have not put forward any title to a freehold accrued to us since the Fine, I say that I have no need so to do, in a case where we are demanding on the seisin of our ancestor as of fee and of right. (This is true.) And inasmuch as we are ready &c. that our ancestor was seised as of fee and of right after the date &c., and was by you disseised after the term, which averment you refuse, we pray judgment of you as undefended.

§ Note. Adam brought a writ of Entry against B.: after the purchase of the writ, B. alienated to C.; B. made default: then came C., and said the tenement was taken into the King's hands, and he prayed that he

la fin; mes si joe preyse mun title de akun tens devant le date de la fin, dunke serreit resone ke joe respondise a la fin.—*Warwyke.* Sire, nus vus diom ke la fin se leva en la manere ke nus avum dit, e ke yl ly aveyt mutacioun de estat; issi ke apres la mort N., ke tynt la chosse a terme de sa vye, vint W. pere A. e se abatay en le tenement dunt le revercyon fut a B. par la force de la fin; e B., cum ben luy luyt, luy ousta: e desicom yl ad grante la fin, e nule title met avant coment luy fut pus encru franc tenement, Jugement si par la abatement ke sun pere fit atort e encontre la fin apres la mort N. ke teint a terme de vie dunt la revercyon fut a B., puysse ren demander.—*Suttone.* La ou vus dites ke nostre pere ne aveit ren for par abatement, Sire, ke W. nostre pere fut seysi en sun demene cum de fe e de dreit pus la date de la fin, prest &c.; ore sumes dreit a travers: e la ou yl dit ke nus avum grante la fin, nous ne la avum grante ne dedit; ke nus ne avum meyter: e par la ou yl demande Jugement, desicom nus ne mettum avant nul tytle de franc tenement ke nus est encru pus la fin, a coe fere ne age meiter la ou nus demandom de la sesine nostre ancestre cum de fee e de dreit: (quod verum est). E desicum nus sumes prest &c. ke nostre ancestre fut seysy cum de fee e de dreit pus la date &c., e par vus disseysi pus le terme le quel averement vus[1] refussez, Jugement de vus cum de nun defendu. A.D. 1293.

§ Nota, Adam porta bref de entre ver B.; B. alyena le tenement apres le bref purchase a C.; B. fit defaute: pus vint C. e dit ke coe tenement furent prises en la mein le Roy, e pria ke yl pout estre ressu a defendre

[1] MS. sy vus.

A.D. 1293. might be received to defend the tenement.—*Sutton.* B. was full tenant on the day; ready &c.—And C. said the contrary.—METINGHAM. Find pledges for the issues.

Replegiare. § A brought the Replegiare against B. in the County Court: the plea was removed into the Bench by a Pone. The Original ran thus, "Cause to be replevied to Adam "Estnappe his beasts &c." And the Pone ran thus, "put &c. between B. de E. and Adam de Estnappe, of "the beasts of the said A. &c."—*B.* Sir, the Original says "Adam Estnappe;" and "Estnappe" is in the Original put as the surname: but the Pone says, "Adam de Estnappe;" and "Estnappe" is there put as a town. Judgment of the variance.—The writ was quashed.

Annuity. § One A. brought a writ of Annuity against the Prior of C., and demanded forty marks which were in arrear &c. of an annuity of 100.s. by the year &c.—*Warwick.* What have you to shew it?—*Sutton* shewed to the Court a writing whereby the Prior was bound to A. in 100.s. by the year, until he had provided him a fitting benefice in the Church.—*Warwick.* Sir, we tell you the Prior presented the said A. to the church of N. which was vacant, and afterwards, at the request of the said A., presented to the same church his cousin named John, which John was on his presentation received and instituted by the Bishop, and was in possession for six years; which presentation he accepted. Judgment, inasmuch as he accepted the presentation made to John and we have done that which the writing required, if he can demand anything in opposition to the tenor of the writing.—*Sutton.* Sir, we tell you that when the one and when the other was presented the Church was full of a clerk named &c. who is now parson of the same church; whereupon the clerk obtained a

se tenement.—*Suttone.* Ke B. fut pleynement tenant le jour, prest &c: e C. le revers.—METINGHAM. Trovez pleges des issues. A.D. 1293.

§ A. porta le replegiare ver B. en Cunte: la parole fut remue en banc par pone: le original fut ytel, "re- " plegiari facias Ade Estnappe averia" &c.: e le pone fut ytel, "pone &c. inter B. de E. et Adam de Estnappe " de averiis ipsius A. &c."—*B.* Sire, le original dyt Adam Estnappe; e la est Estnappe en le original pris cum sur nun: e le pone veut Adam de Estnappe; e la est le Estnappe pris cum vile. Jugement de la variance.—Cassatum fuit. Replege.

§ Un A. porta bref de annuele rente ver le Priour de C., e demanda .xl. mars ke arere &c. de un annuele rente de .c. souz par an &c.—*Warwyke.* Quey avez de coe.—*Suttone* mustra a la court un escrit par quey le priour fut oblige a A. a .c. souz par an sy la ke yl luy ut purveu covenable benefice des esglises.—*Warwyke.*—Sire, nus vus diom ke le priour presenta meme cety A. a le esglise de N. ke voyde fut, e pus, a le requeyte meme cety A., presenta a meme cele esglise un sun cosin Jon par nun, le quel Jon a sun presentement fut ressu e institut deveske, e leins fut .vi. anz; le quele presentement yl accepta. Jugement, desicom yl accepta le presentement fet a Jon, e desicom nus avum fet coe ke le escrit veut, si ren puysse demander encontre le tenure de le escrit.—*Suttone.* Sire, nous vus dium ke qant le un e lautre fut presente si fut le esglise pleine de un tel clerk ke ore est persone de meme le esglise; par quey le clerk porta bulle de Anuele Rente.

A.D. 1293. Bull from Rome against his cousin and made him go to the Court of Rome, and there they pleaded for five years: and it was found that the church was full when &c., so that he was presented and instituted de facto and not de jure: wherefore he lost by judgment of the Church: and inasmuch as the church was full when he presented, and so the presentation was null, we pray judgment: and if he will deny it, ready &c. that the church was full when &c.— *Warwick.* And we pray judgment, inasmuch as, in satisfaction of the pension, your cousin John was on our presentation admitted to the church of N., and was instituted, and remained in possession and took the esplees, and the presentation was made at your request,—if you can demand any thing by virtue of the writing.—*Sutton.* Ready &c. that the church was full when &c.; and if you refuse this averment, judgment as of undefended.— HERTFORD. The Prior tells you that he presented you to the said church, and afterwards at your request presented your cousin to the same church in satisfaction of that pension; on which presentation your cousin John was received and instituted by the Bishop, and which presentation of him you accepted. Answer whether it is so or not: for thereby it seems that sufficient has been done for you according to the terms of the writing; so that nothing more is to be said on your behalf.—*Gosefeld.* We will imparl.—And he came back, and said, Sir, the writing states that the Prior is bound to us in the annuity until he has provided us with a fitting benefice; but with a fitting benefice he could not provide either us or our cousin John, inasmuch as the church was full when he presented first one and then the other of us. And inasmuch as neither we nor our cousin were beneficed by reason of such presentation to a church which was full, we pray judgment. And on the other hand, they have admitted the writing, and they have no acquittance; so we pray judgment.— *Warwick.* And we pray judg-

Roume sur son Cosin, e yl fit venyr a la court de Roume, e la plederent .v. anz: trove fut ke le Esglise fut pleyne qant &c. issi ke il fut presente e institut de fet e nent de dreit; par quey yl perdy par Jugement la Esglise: e desicum le esglise fut pleine qant yl presenta, par quey le presentement fut nul, Jugement: e si yl le veut dedire, prest &c. ke le Esglise fut pleyne qant &c. — *Warwyke.* E nus Jugement, desicum en alouance de la pencyon avant dite, Jon vostre cosin par nostre presentement fut ressu a le Esglise de N. e institut fut, e leinz demora e les emplees prit, e la presentement fut fet a vostre requeste, sy ren pussez demander par le escrit.—*Suttone.* Prest &c. ke le Esglise fut pleine qant &c.; le quel averement si vus refussez, Jugement cum de nun defendu.—HERTFORT. Le Priour vus dit ke yl vus presenta a meyme cele Esglice, e pus a vostre requeite yl en presenta a meme cele Esglise Jon vostre cosin en alouanse de cele pencione; par que presentement Jon vostre cosin fut ressu e institut de esveske, e le quele presentement a ly fet vus acceptates: responet, est yl yssy ou non? ke par tant semble ke asez est fet a vus solom ke le escrit veut; issi ke de vus neit plus a parler.—*Gosefeld.* Nus emparlerum. —E revint e dit, Sire le escrit veut ke le priour est oblige a nus a la annuele [rente] si la ke yl nus eit purveu covenable benefiz; mes covenable benefiz a nus ne pout yl purveyre, ne a Jon nostre cosin ne le plus, desicom le Esglise fut pleine qant yl presenta le un e lautre: e desicum nus, ne nostre cosin ne le plus, benefice ne fumes par la resone de teu presentement a le Esglise ke pleine fut, demandom Jugement. E de autre part, yl unt conu le escrit, e nad nul aquitance: Jugement.—*Warwyke.* E nus Jugement, desicom Adam A.D. 1293.

A.D. 1293. ment,—inasmuch as Adam was presented by the Prior to the church of N., and afterwards the Prior did at Adam's request present his cousin John to the same church, in satisfaction of the pension, which presentation to John Adam accepted, and on which presentation his cousin John was received and instituted &c. and was in possession for six years and took the esplees, and which thing Adam can not deny,—if he can demand anything. —On the next day, *Warwick* said, Sir, we tell you that the parson was deprived of his church by the Bishop, and that afterwards the Bishop informed the Prior, who was patron of the church, that the church was vacant, and that he must present; and then the Prior presented Master Adam at his own request, and afterwards at his request presented his cousin John, in satisfaction &c. as above: and we pray judgment if he can demand anything.—*Gosefeld* said that the church was full &c. as above; and he prayed judgment.—*Warwick.* Sir, Master John his cousin who was presented at his request in satisfaction of that pension, was instituted by the Bishop and died parson imparsonee; ready &c. if you will deny it.—*Gosefeld* was obliged to traverse, saying, Sir, he was deprived before his death, so that he did not die parson imparsonee; ready &c.—So to the Country.

Note. Note; the parson was deprived of his church by the Bishop; upon which he appealed to Rome, and there he recovered back the church against John, who was Adam's cousin.

Note. § Note; in a writ of Entry founded on Novel Disseisin the tenant who entered by him who committed the disseisin shall have the View.

Wardship. § The Prior of N. brought a writ of Wardship against B. who had the infant in ward, and demanded the body and the land; and he said that the ancestor of C. who

par le priour fut presente a le Esglise de N., e pus, a le requeite Adam, le priour presenta a meime la Esglise un Jon son cosin en alouance de la pencione; la quele presentement fet a Jon Adam accepta, par quel presentement Jon sun cosin fut ressu e institut &c., e leynz fut .vi. anz e prit les emplees, la quele chosse Adam ne put dedire, e demandom Jugement si ren pusse demander.—*Warwyke* (al autre jour). Sire, nus vus diom ke la persone fut prive de sa Esglise par le Eveske, e pus le esveske manda a le priour, ke fut patron de le Esglise, ke la esglise fut voyde e ke yl presente; le priour presenta Meitre Adam a sa requeite demeine, e pus a sa requeite presenta Jon suñ cosin en alouance &c. ut supra: e demandom Jugement sy ren puysse demander.—*Gosefeld* dit ke le Esglise fut pleyne &c. ut supra, e demanda Jugement.—*Warwyke.* Sire, ke Meytre Jon sun cosin ke fut presente a sa requeite en alouance de cele pensione fut institut de le esveke, e morut persone e enpersone; prest &c. si vus le volez dedire.—Covendreit ke *Gosefeld* traversat, Sire ke yl fut prive devant sa mort, issi ke yl ne morut pas persone e enpersone, prest &c.—Ideo ad patriam. A.D. 1293.

Nota, ke la persone fut prive de sa Esglise par le eveske, e ke yl apela pur coe a Roume, e la rekevery arere la Esglise ver Jon cosin Adam. Nota.

§ Nota, en bref de entre funde sur la novele dissey-sine le tenant ky entra par cely ke fit la disseysine yl avera la veue. Nota.

§ Le priour de N. porta bref de garde ver B. ke aveit lenfant en sa garde, e demanda le cors e la tere; e dit ke lancestre C. ke est deinz age tint de ly par foreyne Garde.

A.D. 1293. was under age held of him by foreign service, that is to say, when Escuage runs &c., and by homage; and that he himself was seised of the homage, and one John his predecessor was seised of the Escuage by the hand of N., the father of C., as of fee and in right of his church of such a place.—*Sutton.* Sir, we tell you that the ancestors of C. were enfeoffed by the Prior's predecessor named &c., in sokage, and by this charter. Judgment if in opposition to his predecessor's deed he can demand the wardship.—*Toutheby.* Our predecessor was seised of the Escuage and of the wardship of his father; ready &c. —*Sutton.* The contrary.—HERTFORD (JUSTICE). You do bad service to your clients; you only take care to get to an averment; you have pleaded badly; you have offered an averment that his predecessor was not seised of the Escuage; and if it were not to the disherison of the infant who is under age, you should not resort to another answer.—*Sutton.* Sir, they can not deny their deed, which states that the Prior enfeoffed the infant's ancestors to hold of him by sokage service: judgment if, in opposition to the deed of his predecessor, he can demand the wardship, and if to that averment he ought to be received.—*Toutheby.* Our predecessor was seised of the Escuage, ready &c.—HERTFORD. Think you that even if your predecessor had the wardship of his father tortiously, even if he was tortiously seised of the Escuage by distress, you should have the wardship in opposition to your predecessor's deed? Certainly not.—*Sutton.* He has admitted their deed: judgment if in opposition &c. he can demand the wardship.—It was adjudged that he could not.

Perpetual Annuity.

§ The parson of the church of N. brought a writ of Annuity against the Prior of N., and demanded twenty marks in respect of an annuity of two marks and a half by the year, for the reason that the Prior on such a day in such a year at such a town in such a place,

service, ceo est a saver, qant le escuage court &c., e pur homage; e dunt yl meyme fut seysi del homage, e un Jon sun predecessour fut seysy de le Escuage par my la meyn N. pere C. cum de fee e de dreit de sa Esglise de tel leu.—*Suttone.* Sire, nus vus diom ke les ancestres C. furent feffes par le predecessour le priour, tel par nun, par sokage, e par cete chartre, Jugement si encontre le fet sun predecessour garde puysse demander.—*Touyeby.* Nostre predecessour seysy de le Escuage e de la garde sun pere par &c.—*Suttone.* Le revers.—HERTFORD (JUSTICE.) Vus servez malement voz clyens; ke vus ne pernez garde fors ke vus seez a la averement; vus avez plede malement; vus avez tendu averement ke sun predecessour ne fut nent seysy de le Escuage; e si coe ne fut en deseritesone lenfant ke est de deinz age, vus ne reserteriez nent a autre response.—*Suttone.* Sire, yl ne pount dedire lur fet ke veut ke le priour enfeffa les ancestres lenfant a tenyr de ly par service de socage: Jugement si, encontre le fet sun predecessour, garrde puysse demander; e si a tel averement deit estre ressu.—*Touyeby.* Nostre predecessour seysy del escuage, prest &c.—HERTFORD. Quidez vus ke tot ut vostre predecessour la garde de sun pere atort, tut fut yl seysy atort par destresse de le Escuage, ke vus averez[1] ore la garde encontre le fet vostre predecessour? nanyl.—*Suttone.* Yl [ad] conu lor fet: Jugement sy encontre &c. garde puysse demander.—Judicium quod non. A.D. 1293.

La persone de le Esglise de N. porta bref de annuel rente ver le priour de N. e ly demanda .xx. mars de annuel rente de deus mars e demy par an, par la resone ke le priour, tel jour tel an tel vile tel leu, oblyga luy Annuel rente perpetuel.

[1] MS. avez.

A.D. 1293. bound himself and his successors and his church of St. John of N. to pay two marks and a half by the year to the parson of N. and his successors for ever for the tithes of such a place (or by the tithes of such a place) whereof a plea was between them; and which tithes the parson granted to the Prior, quit to him and his successors and to his church of N. for ever; and so &c. tortiously &c.—*Asseby.* What have you to shew this?—*Sutton.* See here the deed of yourself and of the Convent. Is it your deed or not?—*Asseby.* Sir, we certainly admit the deed; but we tell you that we were disturbed by the parson, and that we do not have the tithes; but he himself is at the present time seised of the said tithes. — *Sutton* was obliged to traverse, saying, Not disturbed by us, ready &c.—And the other side said the contrary.—So &c.

Covenant. § Command &c. made between them that the said Prioress, by a chaplain and fit clerk, in the Chapel of Taddeham should cause divine service to be celebrated on three days in each week when it should chance that the said William and his wife or either of them should be staying there, and on two days in each week during their absence; &c.—*Asseby.* Sir, the Chauntery which he intends to recover from us by his writ is a service, and he intends to recover that service to the disherison of the Prioress and her church, and for him and his successors and for his church for ever as the right of his church; so we pray judgment if on this writ of Covenant which is in its nature given to recover damages he ought to be answered, inasmuch as he intends to recover the Chauntery as of fee and of right and the right of his church. — HERTFORD. Answer over. — *Asseby.* Sir, whereas he counts that they were seised of that Chauntery, we say Not seised, ready &c. — *Sutton.* Is it your deed or not?—*Asseby.* We can not deny it; but we answer you, in reply to your statement that they were seised, and tell you that they were not seised, ready &c.—HERTFORD

e ses successours e sa Esglise de Seint Jon de N. a payer deus mars e demy par an a la persone de N. e a ces successours a tou jours pur le dimes de un tel leu (ou par le dimes de un tel luy)[1] dunt play fut entre eus; e le ques dimes la persone granta a le priour quites e a ces successours e a sa Esglice de N. a touz jours; issi &c. atort &c. — *Asseby.* Quey avez de coe? — *Suttone.* Veez issi vostre fet e le covent. Esse vostre fet ou nun? — *Asseby.* Sire, nus grantum ben le fet; mes nus vus diom ke nus fumes desturbe par la persone, ke nus ne avum poynt les dimes, einz ly meymes est seysy huy coe jour de meyme les dymes. — Covendreit ke *Suttone* traversat, nent desturbe par nus, prest &c. — E lautre le revers. — Ideo &c. A.D. 1293.

§ Præcipe &c. inter eos factam de eo quod eadem prior issa per capellanum et clericum ydoneum in Capella de Taddeham tribus diebus singulis septimanis cum ipsum Willelmum et uxorem suam vel eorum alterum ibidem moram facere contingerit et duobus diebus in eorum absencia, divina faciat celebrari, sicut rationabiliter monstrare poterit &c. — *Aseby.* Sire, la chanterie ke yl bye recoverir de nous par sun bref sy est une service, e yl bye recoverer teu service en deseritance de la priouresse e de sa Esglise, a ly e a ces successours e a sa Esglise a tous jour cum le dreit de sa Esglise; dunt demandom Jugement si a cety bref de Covenant, ke est naturelement done a recoverir damages, deit estre respondu desicum yl bye recoveryr la chanterie cum de fee e de dreit e de sa Esglise.—HERTFORD. Responet outre.—*Aseby.* Sire, la ou yl cunte ke la ou yl furent seysi de cele chanterie,—ke nun, prest &c.—*Suttone.* Esse vostre fet ou nun? — *Asseby.* Nus ne poum nent dedire; mes nus vus responum a coe ke vus deites ke yl furent seysi, e vus dium ke nun, prest &c.— Covenant.

[1] The words in brackets are in the margin.

A.D. 1293. That is nothing; do you think that even if they had not counted of the seisin he would be barred in a writ of Covenant? — *Asseby.* Why did he count that they were seised? — HERTFORD. Because they are rather foolish; answer over.—*Asseby.* Sir, the writing states that they are to provide chalices and vestments; and they have not done so; therefore the breach is by their default and not by the default of the Prioress, ready &c.—And the other side said the contrary.—So to the Country.

Quare vi et armis. § One A. brought a writ of Trespass against B., stating that tortiously with force &c. and had beaten and imprisoned him &c.—*B.* denied tort and force, and its being against the peace of our Lord the King and the coming with force and arms. And as to it being against the peace of our Lord the King and to the damage &c., he tells you, Sir, that it was not against the peace; for the reason that Adam had taken the corn and the chattels of one Alice de N. in N.; Alice raised the hue and cry on him, whereupon B. as bailiff of the liberty attached both one and the other. Adam would not find pledges to come to the next Leet; whereupon he was arrested until he found pledges; and thus it was with the peace, and not against the peace &c., if he will &c.—*Berre.* Sir, B. did not take the goods and chattels of Alice, ready &c.—*Sutton.* Was the hue and cry raised or not? you shall answer to that: we will aver that it was.—*Gilling.* You shall answer to the battery as well as to the imprisonment: you shall answer to both the points.—*Sutton.* The hue and cry were raised, ready &c.; and we did not beat or do anything, save in the manner aforesaid, ready &c.—The other side said the contrary, viz. that hue and cry were not raised and that he did beat and imprison him, ready &c.—So &c.

§ One John gave a tenement to one Robert and Agnes his wife for the term of their two lives; afterwards John made a charter of feoffment to Robert and

HERTFORD. Coe nent; quidez vus ke tut nussent yl cunte de seysine ke se serreit barre en bref de Covenaunt?—*Asseby.* Pur quey cunta yl ke eus furent seysi? —HERTFORD. Pur coe ke yl sunt cum fol;[1] responez outre.—*Asseby.* Sire, le escrit veut ke yl deivent trover calys e veytemenz; e yl nunt pas fet; par quey coe est pur lur defaute e nent par la defaute de la priouresse, prest &c.—E lautre le revers.—Ideo ad patriam. A.D. 1293.

§ Un A. porta bref de trespas ver B., ke atort od force &c. ly aveit debate e emprisone &c.—*B.* defendy tort e force e qant ke fut encontre la pes nostre seinur le Roy, e la venue od force e os armes; e qant ke est encontre la pes nostre seynur le Roy e le damage &c.; e vus dit, Sire, ke yl ne veynt nent encontre la pes, eins od la pees, par la resone ke Adam aveit pris le bles e le chateus un Alice de N. en N.; Alice leva hue e cri sur ly; par quey B., cum baylyf de la franchisse, le attacha lun e lautre: Adam ne voleyt point trover plegges de venyr al la procheyne lete; par quey yl fut aresstu si la ke yl trova plegge; e issi od la pes e nent encontre la pes, prest &c. sy yl &c.—*Berre.* Sire, ke B. ne prit nent le bens e chateus Alice, prest &c.—*Suttone.* Fut hue ou cri leve ou nun? vus respondrez la; e nus volum averer ke sy.—*Gillingge.* Vus respondrez a la Baterie aussi ben cum a la prisonement: ke vus respondres a amedeus le poyns.—*Suttone.* Ke hue e crei fut leve, prest &c.; e ke nus ne ly batames nent, ne ren feymes fors en la manere avantdite, prest &c.—Lautre le revers, ke hue e cri ne fut nent leve, e ke yl ly baty e enprisona, prest &c.—Ideo &c. Quare vi et armis.

§ Un Jon dona un tenement a un Robert e Anneysse sa femme a terme de lur deus vies; pus Jon fit une chartre de feffement a Robert e Anneyse sa femme e

[1] MS. sol.

A.D. 1293. Agnes his wife, and the heirs of Robert; afterwards John by a Fine levied in the King's Court on a writ of Warranty of Charter, released and quit-claimed the tenement to Robert and Agnes and the heirs of Robert. Robert died: and then John made a quit-claim to Agnes and her heirs. Then came William the son and heir of Robert, after Robert's death, and acknowledged the reversion of that tenement to belong to one Edmund; whereupon Edmund brought the [following] writ.

The King to the Sheriff greeting. We command you that you cause to come before our Justices &c. Agnes Crowe, in order to ascertain what right she claims in one mill and ten acres of land and five acres of meadow with the appurtenances in N. and B. and C., which tenements with the appurtenances William de Broke did in our Court before &c. acknowledge [to belong] to Edmund de N. Witness &c. — *Sutton.* Agnes de Crowe has come into this Court to answer what right she claims &c., which she holds of the heritage of William son and heir of Robert de N., the reversion of which tenement the said Robert recognized to belong to Edmund de N. who now brings this writ; whereto we pray that she may answer.—*Warwick.* Shew to the Court that it is his heritage.—*Gosefeld.* No. You shall first answer, to our writ, what right you claim in the tenement: that is the legal course in this case.—*Warwick.* You assert what you desire: you shall shew to the Court how it is the heritage of William; for we claim nothing in William's heritage.—HERTFORD. Gosefeld, answer.—*Gosefeld* put forward a charter made to Robert and Agnes his wife and the heirs of Robert. And (said he) William is Robert's heir; and so, the reversion after Agnes's death belongs to him.—*John de l'Isle.* Sir, we tell you that at the time when that charter was made, John had no estate of freehold enabling him to give an estate to Robert and Agnes and the heirs of Robert. And inasmuch as John had no

a les heyrs Robert; apres coe Jon, par fin leve en la court le Roy sur bref de garrantye de chartre, relessa e quiteclama le tenement [a] Robert e Anneyse e a les eyrs Robert. Robert morut: pus fit John une quiteclamance a Anneyse e a ces heyrs: pus vint Willem le fiz e le heyr Robert, apres la mort Robert, e reconut la reversion de teu tenement estre a un Edmund; par quey Edmund porta le bref. A.D. 1293.

Rex Vicecomiti salutem: præcipimus tibi quod venire facere coram Justiciariis nostris &c. Agnetam Crowe ad cognoscendum quid juris clamat in uno molendino .x. acris teræ et v. acris prati cum pertinentiis in N. in B. in C., quæ tenementa cum pertinentiis Willelmus de Broke in curia nostra coram &c. recognovit Edmundo de N. Teste &c.—*Suttone.* Anneyse de Crowe est venue en cete court a respondre queu dreit ele cleyme &c., ke ele tent de le heritage Willem fiz e heyr Robert de N., de queu tenement meyme cely Robert reconut la revercyon estre a Edmund de N. ke ore porte cety bref; dunt nus prium ke ele respoyne. — *Warwyke.* Mustrez a la court ke coe est sun heritage. — *Gosefeld.* Nanil; vus respondrez adeprimes a nostre bref, queu dreit vus clamez en le tenement: ke coe est ordre de ley en coe cas.— *Warwyke.* Vus dites vostre talent: vus mustrez al court coment coe est le heritage Willem; ke nus ne clamum ren de le heritage Willem.—HERTFORD. Gosefeld, responet.—*Gosefeld* mustra avante un chartre fete a Rebert e a Anneyse sa femme e a les heyrs Robert: e Willem est le heyr Robert; e issi la reversion a li apent apres la mort Anneyse.—*Jon de Ile.* Sire, nus vus diom ke a cel houre qant cele chartre fut fete Jon naveit nul estat cum de franc tenement issi ke yl pout estat fere a Robert e a Anneysse e a les heyrs Robert: e desicum Joń naveit nul estat, ne nul Nulla Narracio.

A.D. 1293. such estate, and could not create any such other estate, therefore the charter is ipso facto void; and we pray judgment. And on the other hand, the Habendum and Tenendum in the charter suppose that the alienation is in fee; but the fee can not by a charter be alienated, without the freehold; so that the freehold may go to the heirs as well as the fee; and inasmuch as we are ready &c. that John had no freehold when the charter was made, we pray judgment if the charter be not void.—*Warwick.* Sir, Agnes never did suit or any other service to William so as to vest the reversion in him; (intimating that in order to vest the reversion in William, Agnes ought to have done suit and other service him, in like manner as a woman does to the heir of whose heritage she holds in dower: but this argument was not allowed.)—*John de l'Isle.* Sir, if William had entered after on the tenement the deaths of Robert and Agnes, and had been impleaded, and had vouched John to warranty by this charter, it would have been a good answer to say that his father never had any estate by virtue of the charter, because the freehold was not in him when the charter was made; so we pray judgment if the charter be not void. — *Gosefeld.* We will imparl. Afterwards he came back, and said, Sir, we will state the whole truth. John gave the tenement to Robert and Agnes for the term of their lives: then came John and made that charter; then came Robert and brought a writ of [Warranty of] Charter against John; John came and recognized the tenement &c.; and this he released and quitclaimed to Robert and Agnes and to the heirs of Robert; and thereupon the Fine was levied; (and he put forward the Fine;) whereby the reversion belongs to us: and we pray judgment.— *Warwick.* You shall not be received to put forward the Fine for a title, after having put forward the charter for a title. You shall not be received to the quit-claim after the charter.

estat ne pout fere, par quey la chartre est voyde en A.D. 1293.
sey; e demandom Jugement. E de autre part le habendam et tenendam en la chartre suppose le alenacyon de fee; mes fee par chartre ne put estre alyene sanz le franc tenement, issi ke le franc tenement seit a heyrs a le fee,[1] e desycum nus sumes prest &c. ke Nota.
Jon naveit pas le franc tenement kant la chartre fut fete, Jugement sy la chartre ne seyt voyde. — *Warwyke.* Sire, Anneyse ne fit unke seute a ly ne autre service a Willem, par quey la reverc.yon serreit a ly; (quasi dicat, sy reversiun serreit a Willem yl covendreit ke Anneyse ut fet sute a ly e autre service, aussi cum femme fet al heyr de ky heritage ele tent en dowere: cete resone ne fut point aloue).—*Jon del Ile.* Sire, si Willem fut entre apres la mort Robert e Anneyse en le tenement, e fut plede, e vochat Jon a garrantye par cete chartre, il serreit bon response a dire ke sun pere ne aveit unkes estat par la chartre, pur coe ke le franc tenement ne fut point le seu qant la chartre fut [fet]; dunt demandom Jugement si la chartre ne seit voyde.—*Gosefeld.* Nus enparlerum. Pus veint e dyt, Sire, nus vus dirrum tote la verite. Jon dona le tenement a Robert e a Anneyse a terme de lur vie; pus vint Jon e fit cele chartre la; pus vint Robert e porta bref de chartre ver Jon; Jon vint e reconut le tenement &c., e coe relessa e quiteclama a Robert e a Anneysse e a les heyrs Robert; e sur coe leva la fin; (e myt avant la fin;) par quey la reversion apent a nus: e demandom Jugement.—*Warwyke.* Vus ne serrez point ressu a mettre avant la fin pur title apres la chartre ke vus metes avant pur title: ke vus ne serrez point ressu a la quiteclamance apres la chartre.

[1] The reading should probably be either "e le fee" or "alafees."

A.D. 1293. — HERTFORD. He puts forward the charter for the information of the Court; therefore we may command you to answer to the Fine.—*Warwick.* We will imparl. And then he returned, and said, Sir, we will tell you the whole truth, and we will abide your judgment. *Warwick* stated the case, as before stated; and he said over, that after Robert's death, John made that quit-claim to Agnes and her heirs for ever; but when the quit-claim was made to Robert (the husband of Agnes) and to the heirs of Robert, Robert was not solely seised of the freehold, because Agnes had a freehold as well as he; but when the quit-claim was made to Agnes, Agnes was solely seised of the freehold; therefore the charter to Agnes is clear of itself; and we pray judgment if the quit-claim made to Agnes when she was solely seised of the freehold ought not to hold good, and if the Fine to Robert ought to hold good, inasmuch as Robert alone was not seised of the freehold: and thereof we pray your judgment. — *Gosefeld.* And we pray judgment, inasmuch as John devested himself of the fee and the right by the Fine levied &c., and thereby the fee and the right were transferred to Robert's person, if any deed executed by John, after he had devested himself of the fee and the right, can hold good. (Truly it can not.)—METINGHAM. Adjourn until to-morrow.—On the morrow she (Agnes) did not come. And she was called.—*Sutton.* Agnes Crowe did yesterday depart hence in contempt of this Court. Then said *Sutton* that Edmund who brought the writ should sue a Judicial writ to distrein her by all her lands and chattels, to compel her to come at another day &c.

Note. Note; in this plea *Simon Est* said at the latter part of the plea, Sir, we pray your record that she did not claim anything of his heritage, but she claimed the fee and the right by virtue of the quit-claim. — *Warwick.* Do you hold to that?—Then *Gosefeld* refused.—Quære the reason why: I do not know.

—HERTFORD. Yl myt avant la chartre en aveyement de la court; par quey nus vus poum commander ke vus respoynez a la fin. — *Warwyke.* Nus enparlerum. Pus revint e dit, Sire nus vus dirrum tote la verrite, e demorum a vos Jugement. *Warwyke* dit le cas cum avant est dit; e dyt outre ke apres la mort Robert, Jon fit cete quiteclamance a Anneysse e a ses heyrs a touz jours; mes qant la quiteclamance fut fet a Robert baron Anneyse e a les heyrs Robert par la fin, Robert ne fut pas soul seysi de le franc tenement, kar Anneyse aveyt franc tenement aussi ben cum ly; mes qant la quiteclamance fut fete a Anneysse, Anneyse fut seysi soule de franc tenement; par quey la chartre fete a Anneyse est clere en sey; e demandom Jugement si la quiteclamance fete a Anneyse qant ele fut soule seysie de le franc tenement ne dut valyr, e si la fin pusse valer fet a Robert, desicum Robert soul ne fut nent seysy de le franc tenement; e de coe demandom vos Jugement.—*Gosefeld.* E nus Jugement, desicum Jon se osta tut de le fee e le dreit par fin leve &c., e par tant le fee e le dreit fut translate en la persone Robert, sy nule fet ke Jon fit apres coe ke yl se avoit ouste une fez e de le fee e de le dreit pusse valer. (Veritas est quod non.)—METINGHAM. A demeyn.—Lendemeyn ele ne vint poynt, e fut apele.—*Suttone.* Anneyse Croue sy est departe heyrs de seins en depit de cete court: pus dit *Suttone* ke Edmund ke porta le bref suereit bref de Jugement a destreindre la par touz ses teres e ces chateus, a de fere la venyr a un autre jour &c. A.D. 1293.

Nota, in isto placito Symund Est dyt, a drein de play, Syre, nus prium vos recors ke ele ne clama ren de sun heritage, mes fee e de dreit par la quiteclamance.—*Warwyke.* Tenez vus par la?—Dunke *Gosefeld* noluit.—Rationem quære; ingnoro. Nota.

A.D. 1293. Ejectment from Wardship of body and lands.

§ Roger Bigod Earl of Norfolk and Suffolk, Marshal of England, brought a writ of Ejectment from Wardship against John de C. and Richard de la Broke, for that whereas he was seised of the wardship of the body and lands of one Richard de la Broke who held this tenement of him by knight-service, which wardship belonged to him by reason of the non-age of the said Richard, there came John and Richard and ejected him by violence from the wardship, tortiously and to his damage &c.—John and Richard answered, Sir, by reason of the form of this writ he ought not to be answered; for the reason that this phrase in the writ "and the said Roger from the said "wardship violently ejected" has relation to the wardship as well as of the body as of the land; but from the wardship of the body he could not eject; where the guardian is deprived of the body he can have a good writ by Statute, saying "ravished and carried off;" so we pray judgment of the form.—The writ was adjudged good under the circumstances, because he was deprived of the wardship of the body and of the lands: but if he had been deprived of only the wardship of the body, then no other form would have been good but the "ravished and carried off &c."—*Asseby* answered over for John, and said that John had committed no tort, for the reason that one W. de la Broke held of our Lord the King in chief; and he was sub-escheator in the county of Somerset; and after William's death he was ordered by the head Escheator, Sir Malcolm de Harleye, to seize the lands which had belonged to W. de la Broke into the King's hands; and he obeyed the order of Sir Malcolm: this answer John gives you to shew that he has committed no tort. And Richard answers you that he is the son and heir of William de la Broke, and that, when his father William died, he was of full age; and that, after the death of his father William, the Escheator of our Lord the King seised all the lands and tenements which belonged to his father William into the King's

§ Roger Bigod Çunte de Noyrfolk e de Suzfol[1] Marchal de Engletere, porta bref de enjettement de garde ver Jon de C. e un Ricard de la Broke, ke par la ou yl fut seysy de la garde de cors e de teres un Ricard de la Broke, fiz e heyr un W. de la Broke ke se tenement teint de ly par service de chevaler, e la quele garde a ly apendyt par la resone de le nun age meyme cely Ricard, la viendreint Jon e Ricard e ly par violence[2] enjetterent de la garde atort e a ces damages &c.—*Jon* e *Ricard* respondirent, Sire, a la fourme de cety bref ne deit yl estre respondu; par la resone ke cele paroule en le bref "et ipsum Rogerum " a custodia illa violenter ejecerunt" si ad relaciun aussi ben a la garde deu cors cum a la tere; mes de la garde deu cors ne pout yl nent enjettere; kar la ou le gardeyn est ouste de le cors, la put yl aver bon bref par estatut e dire issi "rapuit et abduxit;" dunt demandom Jugement de la fourme. — Le bref fut agarde bon en le cas, pur coe ke yl fut ouste de la garde de cors e de teres; mes sy yl ut este ouste tant soulement de la garde deu cors, la fourme nut este nule en le cas, mes "rapuit et abduxit" &c. — *Aseby* respondi outre pur Jon, e dit ke Jon naveit nul tort fet, par la resone ke un W. de la Broke teint de nostre seinur le Roy en chef; yl fut susechetour en le Cunte de Somercete, e mande ly fit par le haut eschetour Sire Maucolom de Harleye ke yl seisereit les teres ke furent a W. de la Broke en la mein le Roy apres la mort W.; e yl fit le comandement Sire Maucolom: coe respunse vus dit Jon pur mustrer ke yl nat fet nul tort. E Ricard vus respunt ke yl est fiz e heir Willem de la Broke, e kant W. son pere morut sy fut yl de plein age; apres la mort W. sun pere le eschetour nostre seinur le Roy seysi tote les teres e le tenements ke furent a Willem sun pere en la

A.D. 1293.

Enjettement de garde de cors e de teres.

[1] As to the title of "Suffolk" being attributed to the Bigods, see Courthope's edition of Nicolas's Synopsis of the Peerage, sub tit. Suffolk.

[2] MS. volunte.

A.D. 1293. hands; and that he came to the King, and said that he was of full age, and that the tenements were not holden of him in chief, and he prayed that he might have a writ to the Escheator directing him to ascertain the truth; and that he had the King's writ to the head Escheator directing him to enquire by a good inquest if Richard was of full age or not, and if the tenements were holden of him in chief or not. It was found by the inquest that W. the father of Richard did not hold in chief of the King, and that Richard was of full age; whereupon the Escheator delivered seisin to him of his heritage: and thus he has committed no tort.—*Warwick.* That is tantamount to saying that John and Roger did not eject him: ready &c. that they did.—*Asseby* waived the other answer, and said that Sir Richard was of full age when his father died; and his writ states that the wardship belonged to him until the full age of the heir: judgment if he can claim the wardship of him or of his lands, inasmuch as he was of full age when his father died. —*Warwick.* You shall answer to the ejectment and to our seisin, if you ejected him or not.—*Asseby.* I have no need to answer to that, inasmuch as he was of full age when his father William died, and also before.—METINGHAM. Admit then that you ejected him, and then strengthen your argument by the fact that you were then of full age.—*Asseby* would not admit that: and he answered to the ejectment, by award of the Court, and said that he was of full age before the death of his father W., and after the death of his father he entered upon his heritage as son and heir, and held possession of the capital messuage; then came the Earl's people, and took seisin as chief lord, saving to every one his right, and remained there for there days and three nights, and then went away of their own will &c., without being ejected; ready &c.—*Warwick.* You ejected; ready &c.—*Asseby.* You must say more, viz. that he was then under age.—*Warwick.* Richard was under age &c., and ejected him; ready &c.—So to the Country.

mein le Roy; yl vint au Roy e dit ke yl fut de plein age, e ke le tenements ne furent nent tenu de ly en chef, e pria ke yl pout aver bref a le eschetour ke yl enqueit la verite; aveit bref le Roy a le haut eschetour ke yl feit enquere par bon enqueste si Ricard fut de pleyn age ou nun, e sy le tenements furent tenu de ly en chef ou nun. Trove fut par lenqueste ke W. pere Ricard ne teint point en chef de le Roy, e ke Ricard fut de pleyn age; par quey le eschetour ly livera sa seysine de sun heritage: e issi nad yl fet nul tort.—*Warwyke.* Tant amunte ke Jon e Roger ne ley enjetterent point; prest &c. ke sy. — *Aseby* weyva lautre respunse, e dit ke Sire Ricard fut de pleyn age kant sun pere morut, e sun bref veut[1] ke la garde a ly apendeit jekes a le age le heyr, Jugement si garde de ly ou de sa tere puysse clamer, desicum yl fut de age qant sun pere morut. — *Warwyke.* Vus respondrez a lenjettement e a nostre seysine, si vus ly enjettates ou nun. — *Asseby.* A coe nage mester a respundre, de sicum yl fut de plein age qant W. sun pere morut, e devant.—METINGHAM. Grantez vus dunkes ke lenjetates, e enforcez dunke outre vostre resone par tant ke a cel houre futes vus de pleyn age.—*Asseby* ne voleit cel granter: e respondi a le enjettement par agarde de la court, e dit ke yl fut de pleyn age devant la mort W. sun pere, e apres la mort sun pere yl entra en sun heritage cum fiz e heyr, e se teint en le chef mes; dunke vindrent le gens le Cunte e pristrent la seysine cum chef seynur, save chekuny dreit, e leinz demorerent treis jours e treis nuz, e pus alerent avant de lur volunte demeyne &c., e sanz estre enjette, prest &c.—*Warwyke.* Ke vus len enjettates prest &c. —*Asseby.* Yl vous covent dire plus, e ke yl fut de deins age a cel houre.—*Warwyke.* Ke Ricard fut de deinz age &c., e ke yl le enjetta, prest &c.—Ideo ad patriam. A.D. 1293.

[1] MS. seut.

A.D. 1293. Writ of Right. § The Abbat of St. Evroul brought a writ of Right against Matthew de Vylers and Elizabeth his wife, and demanded against them two acres of land &c., for that in a writ of Customs and Services they disclaimed to hold of him. Matthew and Elizabeth put themselves on God and the Great Assise &c. After the mise, the husband made default, whereby the tenements were on the point of being lost. Then came the wife, and prayed by Statute to be received to defend her right, and that the default of her husband might not enure to her prejudice. She was received, and her husband was severed from her by judgment. After that, came the Abbat and sued a Judicial writ of "venire "facias" to cause the Great Assise to come "to make the "recognition of our Great Assise between A. the Abbat "of St. Evroul demandant and Matthew de Vilers and Elizabeth his wife tenants, of two carucates of land.—*Warwick* challenged the process, saying, Sir, the Abbat has sued against Matthew, the husband of Elizabeth, as a party, after he was severed by judgment from Elizabeth his wife, as well as against Elizabeth; wherefore we think that the process is not good; and we pray judgment for the party; and we do not think that the Great Assise shall pass, since the process is not good.—Nevertheless the Great Assise did pass, and in favour of the Abbat: and they had a day to hear their judgment viz. the morrow: and then Elizabeth made default. Quære what will be done in this case.

Formedon. § One Jurdan brought a writ of Formedon in the reverter against Elizabeth who was the wife of Roger Loveday, and demanded the manor of C. with the appurtenances which he gave to one Roger de C. and the heirs of his body begotten, with a provision that if the said Roger should die without heirs of his body begotten the said manor should remain to Beatrice, the sister of the said Roger, and the heirs of her body

§ Le abbe de Seint Ebbrolf porta bref de dreit ver Mayeu de Vylers e Elisabez sa femme, e demanda ver eus deus acre de tere &c., pur coe ke eus declamerent de tenyr de ly en un bref de custumes e de servyces. Mayheu e Elisabez se mystrent en deu e en la grant assise &c. Apres la myse le baron fit defaute; par quey le tenements furent en point de estre perduz. Dunke vint la femme e pria par statut de estre ressu a defendre sun dreit, e ke la defaute sun barun ne luy tornat en prejudice: ele fut ressue, e sun barun cevere de ly par Jugement: apres coe veint le abbe e seuy bref de Jugement le venire facias de fere venyr la grant assise scilicet ad faciendum recognitionem magnæ assisæ nostræ inter A. abbatem de Sancto Ebbrolfo petentem et Matheum de Vilers et Isabellam uxorem ejus tenentes de duobus carucatis terræ. — *Warwyke* chalenga le proces, Sire le abbe si ad suy ver Mayheu le barun Elisabez, cum ver partye, apres coe ke yl fut cevere par Jugement de Elisabez sa femme, aussi ben cum ver Issabelle; par quey nus entendom ke le proces neit pas [bon]; e demandom Jugement pur la partye, e ne entendom pas ke la grant assise passera, depus ke le proces neit pus bon.—Hoc non obstante la grant assise passa, e pur le abbe; e aveient jour pur oyer lur Jugement jekes a lendemeyn; e dunke Elisabet fit defaute:—quæritur quid erit factum in isto casu. A.D. 1293. Bref de dreit.

§ Un Jurdan porta bref de fourme de doun en le revertere ver Elisabet ke fut la feme Roger Loveday, e demanda la maner de C. od les apurtenances, le quel yl dona a un Roger de C. de a ces heyrs de sun cors engendrez, e si le avantdit Roger mersit sanz heyr de sun cors engendre e ke meyme le maner remeyndreit a Betrice la seer meime cety Roger e a ces heyrs de sun Fourme de Doun.

A.D. 1293 begotten; and which manor ought to revert to the said Jurdan by virtue of the form of the gift aforesaid, because the said Roger died without heir of his body begotten, and Beatrice having no heir of her body begotten took a religious habit, in which habit she was professed: and if Elizabeth will &c. Jurdan has good suit.—*Gosefeld.* Sir, the manor now in demand she holds for the term of her life of the heritage of Richard the son of Roger Loveday, in whom the fee and the right &c., and without whom she can not answer &c.—*Sutton.* How for life?—*Gosefeld.* There is no need to answer to that.—*Sutton.* There is need; for you may claim for life in such a way that we may traverse you; for if you say that you hold by way of dower, peradventure we shall say that your husband never had anything in the manor, and consequently could not endow you: and if you say that Richard the son of Roger leased it to you for term of life, perhaps we should traverse by saying that he was not ever seised and never had any estate enabling him to make the lease: therefore answer. —METINGHAM. It may be that you entered on the manor by abatement after the death of Roger or Beatrice; would it then be a good answer to say that you claim nothing except for term of life of the heritage of such an one, and so delay their action? Certainly not: therefore, answer how you claim to hold for life.—*Gosefeld* defended, and imparled, and came back and said, Sir, we tell you that one John Peche released and quit-claimed all the right which he had in the manor, by this Fine, to Roger Loveday and Elizabeth his wife, and to the heirs of Roger; and thus she holds for the term of her life, of the heritage of Richard, without whom &c.—*Sutton.* Sir, we tell you that at the time when that Fine was levied, to-wit in the fifteenth year of King Edward, neither Roger Loveday nor Elizabeth his wife was seised of that manor; and the release and the quit-claim contained in the Fine suppose that they

cors engendrez, e lequel maner a meyme cety Jurdan deit revertyr par la fourme deu don avant dit, pur coe ke le avantdit Roger morut sanz heyr de sun cors engendre, e Betrice sanz heyr de sun cors engendre prit abyt de relygiun, en quel habyt ele est profes; sy Elisabet le veut &c. Jurdan ad sute bone.—*Gosefeld.* Sire, le maner ke est ore en demande si teint ele a terme de sa vie de le heritage Ricard le fiz Roger Loveday, en ky le fee e le dreit &c., e sanz ky ele ne put respundre &c.—*Suttone.* Coment a terme de vie?—*Gosefeld.* A coe neyt meyter a respundre.—*Suttone.* Sy est: kar en tele manere poez vus clamer a terme de vie ke nus vus traverserum; ke sy vus diez ke vus tenez en nun de dowere, par aventure ke nus dirrum ke vostre barun naveit unkes ren en le maner issy ke dower vus pout; e sy vus diez Rycard le fiz Roger le lessa a vus a terme de vie, par aventure ke nus traverserum ke yl ne fut unkes seysy ne estat ne aveit yssy ke yl pout les fere: e pur coe responet.—METINGHAM. Yl purra estre ke vus fussez entre par abatement en le maner apres la mort Roger ou Betrice; serreit cel dunke bon respunsse a dire ke vus ne clamez fors a terme de vie de le heritage un tel, e issi targer lur accion? nanyl: e pur coe responet coment vus clamez tenyr a terme de vie.—*Gosefeld* defendy, e enparla, e revint e dit, Sire, nus vus dium ke un Jon Peche relessa e quiteclama tut le dreit ke yl aveit en le maner par cete fin a Roger Loveday e Elisabet sa femme e a les heyrs Roger; e issi teint ele a terme de sa vie de le heritage Ricard, sans ky &c.—*Suttone.* Sire, nus vus dioum ke a cel tens qant cete fin fut fete, saver le an deu Roy Eduard .xv., Roger Loveday ne Elyseabet sa femme ne furent nent en seysine de cel maner; e le reles e la quitecleym contenu en la fin supposse ke seus sunt en seysine a ky le reles e le A.D. 1288.

A.D. 1293. to whom the release and quit-claim were made were seised; and we will aver that they were not in seisin at that time; and we pray judgment if by reason of that Fine our action ought to tarry.—*Warwick.* The lady is ready to aver that Roger (her husband) and she were seised of the manor at that time, if the Court will permit her to be party to such an averment without him in whom the fee and the right &c.—*Sutton.* Do you accept our averment or not? If not, judgment as of undefended.—METINGHAM. In this case we will take an inquest ex officio [to ascertain] whether the Fine comprising a release and quit-claim was levied while they were seised or not. The reason was that the woman alone could not be party to the averment without the heir in whom the fee &c.: for if she had been received to be party to that averment, and the inquest had passed against the woman, the heir would thereby have lost his heritage by that inquest: and for that reason the inquest will be taken ex officio by the Justice; and if it be found that Roger Loveday and his wife were not seised of the manor in demand, at the time when the Fine was levied, then the woman, who is in the tenancy, shall answer over to the demandant, and shall not have aid of the heir of Roger Loveday: and if it be found that they were seised when the Fine was levied, then she shall have aid of the heir, and then he shall be summoned, and shall come and pray his age, and he shall have it. The circumstances of this plea were as follow: — Jurdan Folyot gave the manor of Wyerfeld to Roger Loveday, the son of Roger Loveday, and to the heirs of his body begotten, and if he should die without heir of his body begotten, then the manor was to remain to one Beatrice, the sister of the said Roger, and the heirs of her body begotten; and if Beatrice should die without heir of her body begotten, the manor was to revert to Jurdan Folyot and his heirs. Roger Loveday died without heir of his body begotten? after whose death, his

quitecleym est fet: e nus volum averer nent en seysine A.D. 1293.
en cel tens; e demandom Jugement [si] par cele fin nostre accion deive targer.— *Warwyke.* La dame est prest de averer ke Roger sun barun e ly furent seysi de le maner a tel tens, sy la court le veyle sufrir ke ele seit partye a tel averement sanz cely en ky le fee e le dreit &c.— *Suttone.* Volez le averement ou nun? e si nun, Jugement cum de nun defendu.—METINGHAM. Nus prendrom en coe cas un enqueste de nostre offiz lequel la fin ke veut reles e quite cleim fut leve en lur seysine ou nun.—La resone fut ke la feme soule ne put estre partye a len averrement sanz le hyr en ky le fee &c.: kar si ele ut este ressu partie a cel averement, e lenqueste ut passe encontre la femme, sy ut le heyr par tant perdu sun heritage par cel enqueste, e pur cete resone serra lenqueste prise de le offiz de Justice; e si trove seit ke Roger Loveday e sa femme ne furunt seisyes de le maner demande qant la fin se leva, dunke la femme ke est en tenanse respundra outre a le demande, e navera point eyde de le heyr Roger Loveday; e si trove seit ke eus furunt seisyes kant le fin se leva, dunke avera ele eyde dele heyr, e yl adunke serra somunz, e vendra e priera sun age, e avera.— Casus istius placiti fuit talis; Jurdan Folyot dona le maner de Wyerfeld a Roger Loveday, le fiz Roger Loveday, e a ces heyrs de sun cors engendrez e, sy yssy fut ke yl mersit sanz heyr de sun cors engendre, ke la maner remeyndreit a un Betrisse la seer meyme cely Roger e a les heyrs B. de sun cors engendres; e sy Betrise mursit sans heyr de sun cors engendre ke le maner revertereit a Jurdan Folyot e a ces heyrs. Roger Loveday morut sanz heyr de sun cors engendre; apres ki mort Betrice sa seer entra en

A.D. 1293. sister Beatrice entered on the manor by virtue of the form of the writ: then came Roger Loveday, the father of Roger and Beatrice, and made his daughter Beatrice a nun, in which order she was professed; and he held possession of the manor; after that, came Roger and gave the manor to one John Peche in exchange for another manor, so that John was seised of the manor of Wyerfeld, and Roger was seised of John's manor by way of exchange; then came Roger and so arranged with John Peche that John came into the King's Court and released and quit-claimed all the right which he had in the manor of Wyerfeld whereof he was seised, and all the right &c. in the manor whereof Roger was seised by way of exchange, to Roger Loveday the father and Sybil his wife and the heirs of Roger; and thereupon a Fine was levied between them. When the Fine was levied Roger Loveday came and ejected John Peche from the manor of Wyerfeld, and held possession of the manor, and died seised; after whose death, Sybil entered on the manor, and held it according to the form of the Fine. Now comes Jurdan, and brings a writ of Formedon against Sybil the wife of Roger. Sybil answered and said that she claimed nothing in the manor except a freehold for the term of her life, according to the form of the Fine, and that the fee and the right vested in the person of Richard Loveday, the son and heir of Roger Loveday, who is under age; and (said she) we pray aid of Richard. —It was answered that she ought not to have aid by force of the Fine; for the Fine purports to contain a release and a quit-claim: but a release and a quit-claim must be when the tenement is in another's seisin; and we will aver that Roger and Sybil his wife were not seised of the manor at the time when the Fine was levied; whereby the Fine is void; consequently she ought not to have aid of Roger's heir by force of the Fine.—*Gosefeld.* We can not be party to that averment without Roger's son and heir.—So to the Inquest on

le maner par la fourme de dun: pus vint Roger Loveday, le pere Roger e Betrice, e fit sa file Noneyne Betrix, en quele ordre ele fut professe e tint le maner ver[1] ly: apres coe vint Roger e dona le maner en eschange de un autre maner a un Jon Peche, issi ke Jon fut seysi de le manere de Wyyerfeld, e Roger de le maner Jon en eschange; pus vint Roger e parla issi od Jon Peche, ke Jon vint en la court le Roy e relessa e quiteclama tut le dreit ke yl aveyt en la maner de Wyyerford dunt yl fut seysi, e tut le dreit &c. en le maner dunt Roger fut seysi par le eschange, a Roger Loveday le pere e a Sibyle sa femme e a les heyrs Roger; e sur coe se leva une fin par entre eus: kant la fin fut leve, vint Roger Loveday e enjetta Jon Peche de le maner de Wyyerford, e tint le maner ver ly, e morut seysi; apres ky mort Sybyle entra le maner, e le teint par la fourme de la fin: ore vint Jurdan [e] porte bref [de] fourme [de dun] ver Sybyle[2] la femme Roger. Sybyle respundy e dyt ke ele ne clama ren en le maner fors franc tenement a terme de vie, solom la fourme de cete fyn, e le fee le e le dreit reposse en la persone Ricard Loveday, le fiz e heyr Roger Loveday, ke est deins age; e prium eyde de Ricard. Fut respundy ke eyde ne dut ele aver par la force de la fin; ke la fin veut reles e quitecleym, mes reles e quitecleym veut estre en autre seysine; e nus volum averer ke Roger e Sibile sa femme ne furent nent seysy de le maner &c. a cel tens ke la fin se leva; par quey la fin est voyde; dunt ele ne deyt eyde aver de le heyr Roger par la force de la fin.—*Gosefeld.* A cel averrement nus ne poum estre partye sanz le fyz e heyr A.D. 1293.

[1] MS. a ver.

[2] "Elizabet," is intended: see p. 197.

A.D. 1293. that point, to be taken by the Justices ex officio in that case.

Besael. § One Agnes brought a writ of Besael against Beatrice, on the death of Adam, her great-grandfather, laying the descent from Adam to Alexander as son, from Alexander to Henry as son, and from Henry to Agnes, the present demandant, as daughter.—*Sutton* (for Beatrice). Adam had two sons, named Alexander and Nicholas; Nicholas had a daughter named Beatrice; after Adam's death, Nicholas entered; Nicholas died seised; and after his death, this same Beatrice entered as daughter and heir, and is in possession, and claims by the same descent; judgment of the writ.—*Asseby.* Do you say then that Nicholas died seised?—*Sutton.* We say this, that after the death of Adam the grandfather of Beatrice, Beatrice entered as Adam's heir, and is in possession, and claims &c.—*Asseby.* Nay, you must say that Nicholas your father died seised, even as you said before; otherwise you can not claim.—*Sutton.* You are wrong; I can plead one way or the other.—*Asseby.* To which of the two will you hold?—*Sutton.* We tell you that Nicholas, the son of Adam the common ancestor, entered on the tenement after the death of his father Adam, and died seised, and that he was killed in the house; and that, after his death, Beatrice entered as daughter and heir, and is in possession, and claims by the same descent: judgment of the writ.—*Asseby.* First of all, admit the descent; you must needs do so.—*Sutton.* In this possessory writ I have no need to admit or deny it; for that is in the Right; and we are tenants.—*Asseby.* Was Nicholas the younger or the elder brother?—*Sutton.* To that I have no need to answer, because that is a demand in the Right; and Beatrice is tenant; wherefore in this possessory writ she has no need to answer to any demand in the Right: for we can not try whether he was the elder or the younger brother in any writ except a writ of Right. And inasmuch as Beatrice did, after the death

Roger. — Ideo ad inquisicionem super hoc de officio Justiciariorum capiendam in isto casu. A.D. 1293.

§ Une Anneyse porta bref de besael ver B., de la mort Adam sun besael, de Adam a Alysandre cum a fiz, de Alysandre a Henri cum a fyz, de Henri a Anneyse ke ore demande cum a file.—*Suttone* (pur Betrice). Adam aveit deus fyz, Alysandre e Nichole; Nichole aveit une fyle Betrice par nun; apres la mort Adam, Nichole entra; Nichole morut seysy; apres ky mort entra meme cety Betrise cum file e heyr, e est eins, e cleyme par meme la dessente; Jugement deu bref.— *Asseby.* Dunkes dites vus ke Nichole morut seysy?— *Suttone.* Nus dium yssy, ke apres la mort Adam ael Betrice, Betrice entra cum heyr Adam, &c. eins, e cleime &c. — *Asseby.* Nay, yl covient ke vus diez ke Nichole vostre pere morut seysy, aussy cum vus deites avant; ke autrement ne poeez clamer. — *Suttone.* Vus deites mal; jeo pus pleder par une veye ou par lautre. —*Asseby.* Ou vus volez tenyr de ces deus?—*Suttone.* Nus vus dium ke Nichole le fiz Adam le commun ancestre entra le tenement apres la mort Adam sun pere, e morut seysy, fut ossys en la meyson; apres ky mort Betrice entra com file e heyr, e est eins, e cleyme par meyme &c.; Jugement deu bref. — *Asseby.* Grantez a deprimes la desente; ke coe covent ke vus facez.—*Suttone.* Joe nay meyter a granter la ne dedire la en cety bref de possession; ke coe est en le dreit, e nus sumes tenans. — *Asseby.* Le quel fut Nichole le puyne fere ou le eyne?—*Suttone.* A coe nay joe meyter a respundre, pur coe ke coe est une demande en le dreit; e Betrice est tenant; par quey ele nad meyter a respundre a nule demande en le dreit en cety bref de possession: kar a detrier le quel fut eyne ou puyne ne poum en nul autre bref fors en bref de dreit: e Besael.

A.D. 1293. of Nicholas, enter as &c., and is in possession, and claims &c., we pray judgment of the writ.—It was quashed.

Note. Trespass. § Note that, in a writ of Trespass, he against whom the writ is brought may discharge himself of the tort in whatever way he best can; or by alleging the seisin of his ancestors, as by saying that he entered &c., and continued &c., and thus that he committed no tort: for example—

One Adam brought the "quare vi et armis" against B., saying that tortiously with force and arms he had fished in his free fishery, and had taken fish, namely pike &c., to the value of 20*s.* &c.—*Sutton* (for B.). Sir, B. tells you that he came with the peace and not against the peace, and that he has committed no tort; for the reason that one N. de C. was seised of a mill and a pool in the vill named in the writ, together with the fishery, without dispute but not as his several; and the said N. enfeoffed the said B. of the mill and of the pool together with the fishery; and he has fished, as was lawful for him to do, in the same way as his feoffor did before him, with the peace and not against the peace. —*Adam.* N. was not seised of the fishery without dispute; ready &c.—*Sutton.* He was seised of the fishery without dispute; ready &c.—And the other side &c.—So &c.—And so note that the seisin may be tried in a writ of Trespass.

Replegiari. § One Adam brought the Replegiari against B. the younger brother. B. avowed the taking as good and rightful in his fee; for the reason that the said B. enfeoffed the said Adam of half a carucate of land in N., to hold to him and the heirs of his body &c. by the service of 12*d.* by the year to be paid at the feast day of St. Andrew; and because the 12*d.* were in arrear from the last feast day of St. Andrew he avows &c.—*Asseby.* Sir, every avowry requires a seisin; and he has not counted

desicum Betrice entra apres la mort Nichole cum &c., A.D. 1293.
e est eins, e cleyme &c., Jugement du bref. Cassatum fuit.

§ Nota, en bref de trespas, cely ver ky le bref est Nota.
porte put sey dessavoluper de le tort par chekune veye ke yl purra meuz, ou par seysine de ces ancestres, a dire ke yl entra &c. e continua &c. issi ke yl nad fet nul tort; verbi gratia—

Un Adam porta le quare vi et armis ver B. ke atort aveit peche od force e od armes en sa franche pecherie, e pris pessuns, nomement luce &c., a la value de .xx. souz &c.—*Suttone* (pur B.) Sire, B. vus respont ke yl vint od la pes e nent encontre la pes, e ke yl nad fet nul tort; par la resone ke un N. de C. fut seysy de un molin e de un estang en la vile nome en le bref ensemblement od la pecherie sanz bat, mes nent cum en sun ceveral; e meyme cely N. enfeffa meyme cety B. de le molin e de le estang ensemblement od la pecherie; e issi ad yl peche aussy cum ben luy lut solum coe ke sun feffour fit devant ly, od la pes e nent encontre &c.—*Adam.* Ke N. ne fut nent seysy sanz [bat] de la pecherie, prest &c.—*Suttone.* Ke yl fut seysy sanz bat de la pecherie, prest &c.—E lautre &c.—Ideo &c.—Et sic nota quod seisina potest determinari in brevi de transgressione.

§ Un Adam le eyne frere porta le replegiare ver B. Replegiare.
e le puyne frere. B. auvoua la prise bone e dreiturele en sun fee; par la resone ke meyme cety B. enfeffa meyme cety Adam de un deyme carrue de tere od les apurtenances en N. a ly e a ces heyrs de sun cors &c., a tenyr de ly par le servyce de .xii. deners par an a payer a la feiste de Seint Andreu; e pur coe ke .xii. deners luy furent arere de le terme de seynt Andreu ke drin fut, yl avoue &c.—*Asseby.* Sire, chekun avouerie veut seysine, e yl nad cunte de nuly seysine: Juge-

ment de cet awowerie. — *Suttone.* Coe neit meyter en A.D. 1293.
coe cas; par la resone ke meyme cety B. ly enfeffa de meyme le tenement dunt le service est issant. Jugement sy en coe cas le avowerie ne seit assez bon, de sycum yl teynt la tere de nostre feffement, e nus ne porrum pas destreindre pur la rente einz ke le terme vensit. — *Asseby.* Sire, nus ne clamum poynt tenyr de ly le tenement.—*Suttone.* A cel declamer ne devez estre ressu; par la resone ke vus eytes feffe a tenyr de B. vostre frere a vus e a voz heyrs de vostre cors engendrez; dunt par vostre declamer ne serra yl poynt respundu a sun bref de dreit a demander le tenement en demeyne: Jugement sy vus devez estre ressu. E de autre part nus vus dium ke un Nichol, le pere Adam e le pere meyme cety B., fut seysy de une carue de tere e demye en la vile de N.: Nichol le pere enfeffa Benet sun pune fiz de tote sa tere ke yl aveit; par que feffement yl aveit la seysine peysible e bone: morut Nichol le pere: apres la mort Nichol vint Adam le eyne frere e fit une quitecleym a Benet le puyne frere, e luy relessa e quiteclama tot le dreit ke yl out en le tenements ke furent a Nichol sun pere; e pur teu reles e quitecleym meyme cety Benet luy dona la demye carrue de tere avandite a ly e a ces heyrs de sun cors engendrez, rendant a ly par an .xii. deners a le terme avantdite; e veez issi sun fet demeyne ke le teymoyne; e demandom Jugement si encontre sun fet demeyne puysse dire ke yl ne teint poynt de nus: e mit avant une quiteclamance ke coe temoynat.—*Asseby.* Vus dirrez de quiteclamance coe ke vus volez; mes nus vus dium ke nus ne clamum poynt tenir de vus; e demandom Jugement de vostre auvouerie. — *Suttone.* Esse vostre fet ou nun a deprimes? ke par la devez comenser.

A.D. 1293. Note that METINGHAM said that chief lord can avow the distress as good, without seisin, where a man is enfeoffed to hold of him according to the form of the Statute. And also a man may by a specialty avow a distress, without seisin. And in like manner under the circumstances of the above plea.

Entry. § One Adam brought a writ &c. against B.—*B.* vouched to warranty one N. an infant under age, whose body and lands are in ward to one Margery de C., to be summoned in the county of Derby: and afterwards, by collusion between the demandant and the vouchee, the vouchee alienated the tenement, so that he had nothing wherewith to make recompense in value; wherefore the Sheriff returned that he had nothing, and the demandant ceased his suit, in order to make the tenant lose his warranty. Then came the attorney of B. and prayed Simond Est, his serjeant, to inform the Court of the collusion which was had between them, and how the vouchee had alienated his tenement, and how the other had ceased his suit.—*Simond.* By my hood, I will say nothing about it now; for in this writ it is not the time to allege it: for you can not prevent the demandant from ceasing his suit, if he be not willing to sue. But when the demandant brings anew his writ against B., then will be the time to say and allege it, and not before. (This is true.) And then ought one to allege that he had sufficient at the time when he was vouched in the previous writ, and that afterwards, by collusion, he alienated &c.

Entry, founde &c. § One A. brought a writ of Entry against B.; saying " into which he had not entry except by such an one " who tortiously &c. disseised his father Robert." And he laid the descent thus; " from Robert the right " descended &c. to Adam the present demandant, as " youngest son and heir according to the custom of &c."

Nota, par METINGHAM, ke le chef seinur purra avouer la destresse bone sanz seysine, la ou un houme est feffe a tenyr de ly solum la fourme de estatut. E aussy par especialte put home avouer destresse sanz seysyne. E aussy en le cas in proximo placito supra. A.D. 1293.

§ Un Adam porta bref &c. ver B.—*B.* vocha a garrantye un N. un enfant de deinz age, ky cors e teres sunt en la garde une Margerye de C., e serra somons en le cunte de Derby: dunke apres, par collusion par entre le demandant e le vouche, le voche alyena le tenement issy ke yl naveit ren dunt fere a la value; par quey le viconte returna ke yl naveit ren; e le demandant cessa de sa seute de fere le tenant perdre sa garrantye. Dunke vint le atorne B. e pria a Symound Est sun serjant ke il feit a saver a la court quel collusion yly aveit par entre eus, e coment le voche [1] aveit alyene ce tenement, e lautre cesse de sa sute.—*Simond.* Joe ne le dirrey nent ore, pur mun chaperun; kar coe neit pas oure a cel aleger, qant a cety bref: ke vus ne poez deneyer le demandant cesser de sa seute sy yl ne veut mes suyre: mes qant le demandant porte autrefez sun bref ver B., dunke est oure a dire e alegger cel, e nent einz: (quod verum est). E adunke deyt home alegger ke yl aveyt assez a cel oure qant yl fut voche al autre bref, e pus par collussion alyene &c. Entre.

§ Un A. porta bref de entre ver B. en le ques yl nad entre si nun par un tel ky atort &c. disseysy Robert sun pere: e fit la dessente issy, de Robert desendy le dreit &c. a Adam ke ore demande cum a fyz e heyr puyne solom le usage de tel leu &c.—*Asseby.* Entre funde.

[1] MS. tenant.

A.D. 1293. —*Asseby.* Sir, we tell you that Adam has an elder brother named N., who is legitimate and is alive, and whom they have omitted. Judgment of the omission.—*Sutton.* Sir, even if he had made a quit-claim to him, yet that could not be a bar to us; because by the custom of the country the youngest shall have the inheritance: wherefore there is no need to make mention of him.—*Asseby.* Sir, he has brought a writ at common law, judgment if he ought not to be answered at common law, and if he (the demandant) can allege the custom.—*Sutton.* In many places in England a woman demands her dower by the writ "Unde nihil habet," which is a writ at common law, and yet according to the custom of the country she will recover for her dower a moiety of the tenements which belonged to her husband, where by common law she would have only the third part: and also in the case of tenements in some countries which are holden by knight-service, the lord can avow the taking as good for cornage according to the custom of the country; and yet the writ is at common law. And also in Gavelkind according to the custom [of Kent], the younger brother shall have as much as elder; and yet one brother shall recover against the other brother by writ of Right "de rationabili parte" and by the "Nuper "obiit," which writs are at common law. So in the present case. — METINGHAM, Asseby, answer. — *Asseby.* Sir, these lands are under the common law; ready &c. —*Sutton.* The custom is such; ready &c.—And the other side said the contrary.—So &c.

Attachment.

§ Adam and B. brought a writ of Attachment against the officer of a certain place, saying that tortiously he had held a plea "of the chattels of the said A. and B. "in defiance of a Prohibition." B. did not prosecute his plaint. Adam came and counted against him (the officer) that he had tortiously held a plea of the chattels of the said Adam, &c.—*Suthcote.* Sir, the writ says "of

Sire, nus vus diom ke Adam ad un eyne frere de ly, A.D. 1293.
N. par nun, moylere, ke est en pleyne vie, de ki yl unt fet omission Jugement de tel omission.—*Suttone.* Sire, tut ut yl fet quiteclamance a ly, coe ne pout a nus estre barre; pur ceo ke par le usage del pays le puyne avera le heritage: par quey nait meyter de fere mencyon de ly. — *Asseby.* Syre, yl ad porte bref a la comune ley: Jugement sy yl ne deit estre respoundu a la comune ley e sy usage[1] pusse alegger. — *Suttone.* En plusours leuz en Engletere femme demande sun dowere par bref unde nihil habet, ke est un bref a la comune ley, e uncore solom le usage de pays ele rekevera sun dowere la meitte de tenements ke furent a sun barun, la ou parla comune ley ele navereit ke la terce partye: e aussy de tenements en akun pays ke sunt tenuz pur servyce de chevaler le seynur avouera la prise bone pur cornage solom le usage de pays;[2] e uncore est le bref al comune ley: e aussy en Gavylkynd solom le usage, a tant avera le puyne frere cum le eyne, e uncore le un frere avera sun recoverir ver lautre frere par bref de dreit de renable partye e par le nuper obiit, ke sunt a la comune ley, e serra respundu: aussy par de sa. — METINGHAM. Asseby, responet. — *Asseby.* Syre, ke yl sunt a la comune ley ceus &c. prest &c.— *Suttone.* Ke le usage est ycel; prest &c. — E lautre le revers.—Ideo &c.

§ Un Adam e B. porterent bref de atachement ver le officer de tel leu, ke atort aveit tenu play de catallis ipsorum A. et B. contra prohibitionem. B. ne suy point sa pleinte. Adam vint a counta ver ly ke atort aveit tenu play de le lay chateus meme cety Adam &c.—*Suzcote.* Sire, le bref veut " de catallis ipsorum

Attachment.

[1] MS. issuage.
[2] MS. scilicet in Westmoreland. (Interlineation by the corrector.)

A.D. 1293. the chattels of the said A. and B.; and he has counted that tortiously we held a plea, in opposition &c., of the lay chattels of Adam. Judgment of the variance.—*Willeby.* Sir, B. will not sue: for peradventure the officer has made satisfaction to the other: so we pray judgment if he ought not to answer, inasmuch as he has holden a plea &c. And on the other hand, you will find that B. is severed by judgment of this Court. (In this respect he did not speak the truth.)—THE JUSTICE. Answer.—*Suthcote.* That the officer did hold the plea in opposition to the Prohibition of our lord the King he denies against A. and against his suit; and is ready to make &c.—So to his law.—[THE JUSTICE]. Keep your day at the octaves of &c.; and at that day be you here ready to make the law.

Customs Services.

§ One Adam enfeoffed one B. of four manors, whereof the chief manor was in the county of Derby, another in the county of Nottingham, the third in the county of Leicester, and the fourth in the county of Lincoln, for one service, and by one charter at one time; that is to say, by homage and by escuage and by the service of 40*s.* by the year. The services were in arrear; wherefore John the son of Adam brought a writ of Customs and services, saying "Command &c. that he "perform to John the customs and rightful services "which to him &c. he owes for his frank tenement "which he holds of him in B., C., D., and E." And he offered suit and proof.—*Suthcote.* Sir, the manor of C. is in the county of Nottingham, and the manor of D. is in the county of Leicester, and the manor of E. is in the county of Lincoln; and the writ goes to the county of Derby; judgment of the writ.—*Gosefeld.* Sir, if C. had said in his writ and in his count "for "his frank-tenement in B. in the county of Derby," without making mention of the other tenements in the other counties, then B. might have traversed and have

A. [et] B.; e yl ad cunte ke atort tenymes play en- A.D. 1293.
contre &c. de le lay chateus Adam. Jugement de le variance.—*Wylleby.* Sire, B. ne veut pas sure: ke par aventure le officer sy ad fet sun gre a lautre; dunt demandom Jugement sy yl ne deit respundre, desicum yl ad tenu play &c. E de autre part, vus troverez ke B. est cevere par Jugement de seins. (Sed de hoc non dixit verum.)—LA JUSTICE. Responet.—*Suzcote.* Sire, ke le officer ne tint pas le play encontre la prohibicion nostre seinur le Roy, yl defent encontre A. e encontre sa sute; e prest est a fere &c. Ideo ad legem. Agardet woz jours as utavez &c.; e vus a cel jour seez issi prest a fere la ley.

§ Un Adam enfeffa un B. de .iiij.[1] maners dunt le chef maner fut en le cunte de Derby, e lautre en le cunte de Nothynkham, e la terce en le cunte de Leycestre, e le quarte en le cunte de Nychole, e pur une service, e par une chartre a une fez, coe est a saver par homage e par escuage e pur le service de .xl. soz par an. Les services furent arere; par quey Jon le fiz Adam porta bref de costumes e services " præcipe " &c. faciat Johanni consuetudines et recta servicia " quæ ei &c. debet de libero tenemento suo quod de " eo tenet in B. C. D. E.:" e tendy sute e dereyne. —*Suzcote.* Sire le maner de C. est en le cunte de Nothynkham, e le maner de D. est en le cunte de Leycestre, e le maner de E. est en le cunte de Nychole; e le bref va a le cunte de Derby: Jugement deu bref.—*Gosefeld.* Sire, sy C. ut dyt en sun bref e en sun cunte " de sun franc tenement en B. en[2] le " cunte de Derby," sanz aver fet menciun de les autres tenements en autres cuntez, dunke purreyt B. aver Costumes e Services.

[1] MS. iii.

[2] MS. est.

A.D. 1293. said that he did not hold lands or tenements in the county of Derby by such service, because he was enfeoffed of that tenement together with three other manors in different counties, to hold by the same service, and whereof he made no mention in his writ or count, and might have prayed judgment, and might thus have abated the writ. And on the other hand if the writ had made mention of only his frank-tenement in the county of Derby, and he in counting had made mention of his manors in the other counties, then might the other side have prayed judgment of the variance between the writ and the count, and so have abated the writ; so whether he makes mention in writ or in his count of the tenements in other counties, the writ will abate; and this would be a great hardship, if another writ were not given to him in the case.—METINGHAM. It would be a greater hardship and a greater inconvenience to have four Great Assises in one writ; for if the writ were to hold good, and the tenant put himself on God and the Great Assise whether he had better right to hold the manor of B. in the county of Derby and the manor of C. in the county of Nottingham—and so on of the other manors in the other counties—by such services as he acknowledged, or by such services and moreover by such and by others as he demands, then it would be necessary that we should cause a Great Assise to come from each of the four counties, or at least to cause three knights to come from each of the four counties and so have a Great Assise made up from four counties, which would be a wonder.—*Gosefeld.* It would be hard to abate this writ which is given to us for this case by the Chancery and which has passed the King's seal, without giving to us another writ good for the case: so we pray judgment if you ought to be received to abate this writ without giving to us another for the case.—*Asseby* and *Sutton* and all the other serjeants

traverse e dit ke yl ne tensit point teres [ou] tene- A.D. 1293.
ments en B. en le cunte de Derby pur teu service, pur coe ke yl esteit feffe de teu tenement ensemblement od treis autres maners en diverse cuntez a tenyr par meyme le service, e de ques il ne feseit nule mencion en sun bref ne en sun cunte, e aver demande Jugement, e issi aver abatu le bref. E de autre part, sy le bref nut fet mencyon fors tant soulement de sun franc tenement en le cunte de Derby, e yl en cunte cuntant ut fet menciun de ses maners en les autres cuntez, dunke usent les autres demande Jugement de la variance par entre le bref e le cunte, e issi aver abatu le bref; dunt le quel ke yl face mencyon en sun bref e en sun cunte de le tenement en autre cunte, e le bref se abatera; e coe serreit grant duresse sy autre bref ne ly fut done en le cas.—METINGHAM. Greyndre duresse serreit e greyndre inconvenyent de aver katere grant assises en un bref; kar sy le bref estoysyt, e le tenant se meyt en deu e en la grant assisse le quel yl ut meylur[1] dreit a tenyr le maner de B. en le cunte de Derby, e le maner de C. en le cunte de Nothynkham, e issi des autres maners en les autres cuntez, pur teu services cum yl reconyseit, ou pur teus e estre par teus e par autres si cum yl demande, dunke covendreit ke nus feysum venir de chekun cunte de .iiij. cuntez un grant assise, ou a meyns de chekun cunte de le .iiij. cuntez treis chyvalers, e issi aver une grant assise de .iiij. cuntez; e coe si serreit merveyle.—*Gosefeld.* Fort serreit de abatre cety bref ke done nus est en le cas par la chancelerie, e ke ad passe le cel le Roy, sanz doner a nus autre bon bref en le cas: dunt demandum Jugement sy abatre cety bref devez estre ressu sanz doner a nus autre en la cas.—*Asseby, Suttone* e touz

[1] Originally " mour ;" but altered by the corrector.

A.D. 1293. said that the writ should abate.—*Gosefeld.* Sir, he can not have four writs to the four counties if he do not apportion the services; and this he can not do, because he was enfeoffed to hold the four manors in the four counties by the services before named, and at one time by one charter: and inasmuch as he can not have any other writ for the case, we pray judgment if he can abate our writ without giving to us another writ good for the case.—Judgment is pending; but all the countors say the writ was invalid.—*Warwick.* If the View were prayed, the Sheriff of Derbyshire could not make the View of the tenements in the other counties: and if he were to put himself on the Great Assise, the sheriff of Derby could not compel the attendance of jurors from the other counties: and if Judgment passed for the demandant, the Sheriff of Derbyshire could not execute the judgment as to tenements in the other counties.

Entry, whilst he was not of sound mind.

§ One Adam, of unsound mind, enfeoffed one B. of a carucate of land &c. Clement the son of Adam brought a writ of Entry "whilst he was of unsound "mind" against one Richard, saying "into which he "has not entry except after the conveyance which "Adam the father of Clement whose heir he is there-"of made to B. de C. whilst he was of unsound mind "&c."—*Richard.* Sir, Clement can not have an action on the seisin of Adam his ancestor, even although he say that he was of unsound mind; for the reason that Adam his father came into this Court by a writ of Warranty of Charter, and recognized the tenement &c. to be the right of B., and released and quit-claimed them to him and his heirs and assigns for ever by a Fine levied in this Court in such a year before &c.; and inasmuch as we think that the Court would not allow a Fine to be levied in this Court by a person of unsound mind or under age, or by any other person

les autres serjans deseient ke le bref se abatereyt.— A.D. 1293.
Gosefeld. Syre, yl ne put aver .iiij. brefs a le .iiij. cuntez sy yl ne feit ceverer les services; e coe ne put yl fere, pur coe ke yl fut feffe a tenyr les .iiij. maners en le .iiij. cuntez par le services nomez avant, e a une feez e par une chartre: e desicum yl ne put autre bref aver en le cas, demandom Jugement sy nostre bref puysse batre sanz doner a nus autre bon bref en le cas.—Judicium pendet sed omnes narratores dicunt quod non valuit.—*Warwyke.* Sy la veue fut demande, le viconte de Derby ne pout pas fere la veue de tenements en autres cuntez: e sy yl se meyt en la grant assise, le viconte de Derby ne pout pas fere venir le pays des autres cuntez: e si le Jugement passa pur le demandaunt, le viconte de Derby ne pout fere le execuciun de le Jugement de tenements en autres cuntez.

§ Un Adam hors de memorrye enfeffa un B. de une carrue de tere &c. Clement le fiz Adam porta bref de entre "dum non fuit compos mentis" ver un Ricard, en la quel yl nad entre sy nun pus le les ke Adam pere C. ke heyr yl est de coe enfit a B. de C. a dementers ke yl fut hors de memorye &c. — *Ricard.* Sire, C. ne put accion aver de la seysine Adam sun ancestre, coment ke yl die ke yl fut hors de memorye; par la resone ke Adam sun pere vint en cete court par bref de garrantye de chartre, e reconut le tenement &c. estre le dreit B., e ces ly relessa e quiteclama a ly e a ces heyrs e a ces assignes e a touz jours par fin leve en cete court tel an coram &c.; e desicom nus entendom ke la court ne resevereit nul a lever fin en cete court ke fut hors de memorye ou de deins age,

Entre dum non fuit compos mentis.

A.D. 1293. who was unfit to levy a Fine in the King's Court, we pray judgment if he can have an action. And that this Fine was levied in such a year before &c., we vouch to warrant the foot of the Fine.—*Clement* replied and said that he was ready to verify what his writ stated, viz. that he (Adam) was of unsound mind when the conveyance was made to B.: and if he (Richard) refused the averment, then he (Clement) prayed judgment of him as undefended. — And the other prayed judgment if he (Clement) could have an action, inasmuch as his father Adam by the Fine, levied &c, released and quit-claimed &c. all his right.—They were asked if either side wished to say anything else. Both sides answered in the negative, and prayed judgment as aforesaid: whereupon [THE JUSTICE said] We and our companions have talked together, and it seems to them, as it seems to us, that Richard has not answered sufficiently, for two reasons: the first is that, if Clement had brought his writ of Entry "whilst he was "of unsound mind" against Richard, and Richard had opposed to him his father's (Adam's) charter, and had prayed judgment if he could have an action in opposition to his father's charter, and Clement had offered the averment that when his father executed the charter he was of unsound mind and that consequently the charter was no bar to his action, and had prayed judgment of him as undefended, if Richard refused the averment,—then, if Richard would not accept the averment, but had prayed judgment if he could have an action in opposition to his father's deed, and both sides had said that they would abide judgment,—in that case Richard would have been undefended, because he would not accept the averment: and so it seems to us that the consequences are the same in the present case, inasmuch as he refused the averment, which Clement offered, that when Adam his father conveyed the tenement to B., he was of unsound mind. The second

ou en autre manere sy yl ne fut covenable persone a A.D. 1293.
fin lever en la court le Roy, demandom Jugement sy accyon pusse aver; e ke cele fin se leva tel an coram &c. nus vochum le pee de la fin a garrantye.—*Clement* respundi e dit ke yl fut prest de averer coe ke sun bref voleit, ke yl fut hors de memorye qant le les fut fet a B.; e demanda Jugement, sy yl refusat le averement, de ly cum de nun defendu. — E lautre demanda Jugement sy yl pout accion aver, desycum Adam sun pere par la fin, leve &c., relessa e quiteclama &c. tot sun dreit.—Fut demande sy eus voleyent autre chosse dire de une part ou de autre. Respundu fut ke nun de une part e de autre, e demanderent Jugement de une part e de autre cum avant est dyt; par quey nus e nos compaynuns avum parle ensemble, e yl semble a eus, e aussy fet yl a nus, ke Ricard nad pas sufficiaument respundu, par deus resuns; la une est ke sy Clement ut porte sun bref de entre dum non fuit compos mentis ver Ricard, e Ricard ut mys la chartre sun pere encontre ly, e ut demande Jugement sy accion pout aver encontre la chartre sun pere, e Clement ut tendu le averement ke a cel houre ke sun pere fit la chartre sy fut yl hors de memorye, par quey la chartre ne serreit barre a sa accion, e ut demande Jugement de ly cum de nun defendu, sy Ricard ut refuse le averrement, sy Ricard dunke ne voleit le averement aver ressu mes ut demande Jugement sy accion pout aver encontre le fet sun pere, e ussent demore en Jugement de une part e de autre, en coe cas Ricard serreit nun defendu, pur coe ke yl ne voleit poynt atendre le averement: aussy semble a nus en meime la manere par de sa, desicum yl refusa le averement ke Clement tendy ke a cel houre ke Adam sun pere lessa le tenement a B. sy fut hors de memorye.

A.D. 1293. reason is that a thing based on a bad foundation, is intrinsecally worthless. So it seems to us that the Fine levied on the charter which was void in itself by reason that it was executed when Adam was of unsound mind can not hold good or be a bar. Wherefore this Court adjudges that Clement do recover his seisin, and that Richard be in mercy for his non-defense.

Default after Default.

§ One Adam brought a writ of Entry "ad terminum "qui præteriit" against B. B. made default after default; whereupon Adam prayed judgment outright of the default after default. Then came *Nicholas de Warwick*, the King's serjeant, and, on behalf of the King, said, Sir, the tenements now in demand are in the King's hands; wherefore we pray, on the King's behalf, that the default which B. has made may not be prejudicial to our lord the King, so that he may be ousted from the tenements.—Thereupon it was ordered that B. should be summoned to answer Adam, notwithstanding his defaults.—*B.* came and said that he (Adam) could not have an action; for the reason that Adam had pledged the said tenements to him for 40*l.*, to be paid on two certain days viz. 20*l.* at such a day, and the other 20*l.* at such a day; and that, if he failed in payment at the days fixed, the land should remain to B. and his heirs in fee; and that in pursuance thereof he made a charter of feoffment, which was deposited with an umpire, to be delivered to him to whom it ought to be delivered after the days were passed; and that at the first day Adam paid to him 20*l.*, and on the second day he paid nothing; wherefore he could not have an action.—*Adam* asked if he had any thing to shew the agreement.—*B.* answered and said that he was ready &c. by a good jury that the land was pledged to him in the manner aforesaid. Whereupon Adam was asked if he would receive the averment or not.—*Adam* answered and said that he fully admitted that the land

Lautre resone est ke chosse fete sur mauveys funde- A.D. 1293.
ment ne vaut pas guuers en sey ; dunt yl semble a nus ke la fin leve sur la chartre ke fut voyde en sey, par la resone, ke ele fut fete qant Adam fut hors de memorye, ne put lu tener ne barre estre : par quey agarrde cete court ke Clement rekevere sa seysine, e Ricard en la mercye pur sa nun defense.

§ Un Adam porta bref ver B. de Entre ad terminum qui præteriit. B. fit defaute apres defaute, par quey Adam demanda jugement de la defaute apres defaute atrenche. Dunke vint *Nichole de Warwike,* serjant le Roy, e dyt pur le Roy, Syre, le tenements ke sunt ore en demande sunt en la mein le Roy ; par quey nus primu pur le Roy ke la defaute ke B. ad fet ne seit pas prejudiciale a nostre seynur le Roy, yssi ke yl seit ouste de le tenements. — Par quey fut agarde ke B. fut somuns a respundre a Adam, ne my en contre esteaunt ces defautes.—*B.* vint e dyt ke yl ne pout accion aver, par la resone ke Adam ly aveit engage meyme le tenement pur .xl. livres, a aver paye a deus serteyns jours, a teu jour vint livres, e a teu jour autre .xx. livres ; issi ke sy yl fausit de la paye a les jours assignes ke la tere demoreit a B. e a ces heyrs en fee ; e de coe fit une chartre de feffement, la quele fut bayle en ouuele meyn a livrer a ky ele sereit delivere apres le jours passes. A le primer jour Adam ly paya .xx. livres, a lautre jour yl ne paya ren, par quey yl ne pout accion aver.—*Adam* demanda sy yl ut ren de teu covenanz.—*B.* respundi e dyt ke yl fut prest &c. par bon pays ke la tere fut a ly engage en la manere avantdite : par quey fut demande de Adam sy yl vousit le averement receyvere ou nun.—*Adam* respundi e dyt ke yl granta ben ke la tere fut issint bayle a B., e ke yl paya a B. .xx.

De defalta post defaltam.

A.D. 1293. was thus pledged to B., and that he paid to B. 20*l.* on the first day; and that on the second day Adam came into Westminster Hall in this town with the other 20*l.*, ready to have paid them to B., and enquired and looked for him all about the hall: but B. fraudulently and maliciously absented himself so that he could not be found on that day, in order that the day might pass: and this he was ready to &c.—And *B.* traversed, saying that he was ready &c. that on such a day he (Adam) did not come or send any other person to pay, ready &c.—So &c.—THE COUNTRY came and said that Adam paid 20*l.* on the first day, and that on the second day he did not come or send any attorney with the money for payment.—So it was adjudged that he should take nothing by his writ, and should be in mercy &c.; and that B. should go quit without day.

Note that in this case Adam lost the 20*l.* which he had paid, and his land besides, notwithstanding that payment.

Note. § Note; one Adam brought a writ against Agnes. Agnes made default after appearance: whereupon the demandant sued the Petit Cape.; and in the Petit Cape Agnys was written, instead of Agnes. — *Asseby* (for Agnes) thought thereby to upset the whole process; and he said—Sir, he sued the Petit Cape against Agnys, whereas he ought to have sued it against Agnes: judgment of the bad suit.—METINGHAM. It is not the fault of the party, but it is the fault of our clerk; and that fault will be amended by us; so we tell you that the process is sufficiently good; and you are not courteous in speaking in that fashion.—And then Adam released the fault; and afterwards B. answered to the chief plea &c.

Voucher to warranty. § One Adam brought a writ against the Master and Scholars of Merton for two carucates of land with the

livres al primer jour; e a lautre jour sy vint Adam meymes en cete vile en la sale de Weymustre, prest od les autres .xx. livres de aver paye les a B., e ly quit e engayta par my tote la sale: B. se absenta par fraude a par malyce ke yl ne pout estre trove cel jour, pur coe ke le jour passereit; e coe fut yl prest &c. — E *B.* traversa ke yl fut prest &c. ke a tel jour ke yl ne vint ne autre home ne manda od la paye, prest &c.— Ideo &c.—LE PAYS vint e dyt ke Adam paya al primer jour vint livres, e ke a lautre yl ne vint od la paye, ne aturne ne manda. Par quey fut agarde ke yl ne preyt ren par sun bref, e fut en la mercye &c., e B. quite sanz jour. A.D. 1293.

Nota quod in isto casu quod Adam amisit .xx. libras suas quas solvit, e nihilominus terram suam.

§ Nota, un Adam porta bref ver Anneyse. Anneyse fit defaute apres aparance; par quey le demandant suy le petyt cape; e en le petyt cape fut mys Anyse pur Anneyse.—*Asseby* par tant pur Anyse entendy de aver anenty tut le proces; e dyt—Sire, yl suy le petyt cape ver Anyse, la ou yl dut aver seue ver Anneyse; Jugement de cete mauveyse seute.—METINGHAM. Coe neit pas la defaute la partye, mes est defaute de nos clers; e cele defaute serra addresse par nus; par quey nus dium ke le proces est assez bon: e vus neytys pas curteys a dire teu chosse.—E pus Adam relessa la defaute; e pus B. respundy a chef play &c. Nota.

§ Un Adam porta bref ver le Escholers e le Meitre de Mertone de deus carrues de tere od &c. en N. Le Voucher a Garrantye.

A.D. 1293. &c. in N. The Master vouched to warranty, by &c., one Richard de C., for the Manor of N.; whereas the writ was for two carucates of land in the vill of N.; and so was the charter. — *Richard* came by summons, and asked in respect of what and by what the Master vouched him.—*The Master* answered—For the manor of N., with &c., and by this charter. — [*Richard.*] He has vouched us for the manor of N., by this charter, whereas no manor is demanded against him, but only certain tenements; and thus he has vouched in respect of a thing which is not demanded against him: therefore we pray judgment of the form &c. Again, he has vouched in respect of the manor of N.; and his writ states "two carucates of land in the vill of N.," and the charter whereby he vouches does the same; whereby there is a great variance in the form of the voucher; judgment of the form.—*Gosefeld.* Are they or are they not the same tenements which are demanded against us and whereof we have had the View? We say they are; ready &c.; and we pray judgment if the form be not sufficiently good.—METINGHAM. In the district where the land is situated it may be reputed a manor and known as such. Will you warrant or not?—Richard entered into warranty.

Note. Voucher to warranty.

§ Note; one Alice, who held in dower, vouched to warranty Richard de C. son and heir of N. de C., by aid &c. — *Sutton.* Sir, she has vouched Richard de C. as if he were of full age, whereas he is under age and in ward of such an one, without making mention of his non-age and of his guardian; judgment of this voucher. —*Optone.* Sir, when a woman who holds as dowress vouches the heir to whom the reversion belongs, there is no need to make mention of the wardship or of his non-age; for he shall warrant while under age; therefore the voucher is good.—The voucher stood.

Meytre vocha a garrantye par &c. un Ricard de C. de le maner de N.; la ou le bref fut de deus carrues en la vile de N. e la chartre aussy.—*Ricard* [vint] par sommuns e demanda de queu chosse yl ly vocha, e par quey.—*Le Meytre* respundi de le maner de N. od &c., e par cete chartre.—[*Ricard.*] Yl nus ad voche de le maner de N. par cete chartre par la ou nul maner est demande ver ly, mes sertein tenements; e issy sy ly ad voche de chosse ke neit pas ver ly demande: dunt demandom Jugement de la fourme &c. E de autre part yl ly ad voche de le maner de N.; e sun bref veut deus carrues de tere en la vile de N., e la chartre par quey yl luy vocha aussy; par quey yl ad grant variance en la fourme de vocher: Jugement de la fourme.—*Gosefeld.* Sunt ceo meyme le tenement ke sunt demandes ver nus e dunt nus avum la vewe ou nun? ke sy, prest &c.; e demandom Jugement sy la fourme ne seit assez bon.—METINGHAM. Yl put estre ke en le pays la ou la tere est sy esse conu pur maner, e yssy apele: volez garrantir ou nun?—Ricard entra en la garrantye. A.D. 1293.

§ Nota, un Alyse ke teynt en dowere voucha a garrantye Ricard de C. fiz e heyr N. de C. par eyde &c. —*Suttone.* Syre, ele ad voche Ricard de C. cum home de pleyn age, la ou yl est de deins age e en la garde un tel, e sanz fere menciun de sun nun age e de sun gardeyn: Jugement de cety vocher. — *Optone.* Sire, la ou feme ke teint en dowere voche le heyr a ke la reversion est, neit pas meiter de fere menciun de la garde ne de sun nun age; kay yl garrantera de deins age: par quey le vocher est bon.—Et stetit vocatio. Nota Voucher a Garrantye.

A.D. 1293. Replegiari. § One Adam, who held for life a tenement whereof the fee and the right reposed in one John and one Piers, brought the Replegiari against a Prior. — The Prior avowed the taking to be good for services in arrear to him.—*Adam* said that he held the tenement where the distress was made for his life, and that the fee and the right reposed in the persons of John and Piers, without whom he could not answer to the avowry; and he prayed aid &c.—John and Piers were summoned. Piers came, and John made default. Piers said that he had a parcener named John, without whom he could not answer; and he prayed aid; and he had it.—METINGHAM. At first John was summoned as he in whom the fee and the right reposed, and not as a parcener; therefore it is necessary that he be now summoned as Piers's parcener, without whom &c.—And he was so summoned.

Entry, whilst he was of unsound mind. § Adam enfeoffed one B. of a carucate of land whilst he was of unsound mind, and afterwards came into Court and acknowledged the tenement to be the right of B. &c. After Adam's death came Clement the son of Adam, and brought a writ of Entry, stating "into which he "has not entry except by Adam his (Clement's) father, "whose heir he is, whilst he was of unsound mind." — *B.* Sir, we tell you that Adam, the father of Clement, enfeoffed us of the said tenement by a good charter, and afterwards came into this Court and recognized the tenement to be our right &c.; and we pray judgment if, in opposition to the recognizance made by his father in a Court which bears record, he can have an action. —*Clement.* Sir, a recognizance must be made to some other person seised; but, the seisin which B. had, he had by Adam our father at a time when he was of unsound mind; wherefore that seisin was void in itself, and consequently the recognizance made on that seisin was void; and we pray judgment.—*B.* prayed judgment

§ Un Adam, ke tint a terme de vie un tenement dunt le fee e le dreit reposa en un Jon e Peres, porta le replegiare ver un priour.—*Le priour* auvoua la prise bone pur services karere ly furent. — *Adam* dit ke yl teint le tenement la ou destresse fut fete a terme de sa vie, e le fee e le dreit reposa en la persone un Jon e Peres, sanz le ques yl ne put respundre a cet auvouerie ; e prium eyde &c.—Jon e Peres furent sommuns. Peres vint, e Jon fit defaute. Perres dyt ke yl aveit un parcener Jon par nun, sanz ky yl ne pout respundre ; e pria eyde ; et habuit.—METINGHAM. Adeprimes Jon fut sommuns cum cely en ky le fee e le dreit reposa, e nent cum parcener : par quey yl covent ke yl seít hore sommuns cum parcener Peres sans ky &c.—Et fuit. A.D. 1293. Replegiare.

§ Adam enfeffa un B. de une carrue de tere dum non fuit compos mentis, e pus vint en court e reconut le tenement estre le dreit B. &c. : apres la mort Adam vint Clement le fiz Adam e porta bref de entre, en la quele yl nad entre sy nun par Adam sun pere, ky heyr yl est, dum non fuit compos mentis.—*B.* Sire, nus vus dium ke Adam pere Clement nus enfeffa de meyme le tenement par bone chartre, e pus vint en cete court e reconut le tenement estre nostre dreit &c. ; e demandom Jugement sy encontre reconysanse fete par sun pere en court ke porte record pusse acciun aver· —*Clement.* Syre, reconysanze veut estre fet en autri seysine ; mes la seysine ke B. aveit sy aveyt yl par Adam nostre pere a cel oure qant yl fut hors de memorye ; par quey cele seysine fut nule en sey, e par consequent la reconysance fete sur cele seysine est nule ; e demandom Jugement.—*B.* demanda Jugement Entre dum non fuit compos &c.

A.D. 1293. if he (Clement) could have an action in opposition to his father's recognizance; and that he did make such recognizance he vouched the roll. — *Clement.* We will aver the entire statement of our writ; and if he refuse the averment, we pray judgment of him as undefended. —*B.* argued as above, and prayed judgment.—METINGHAM asked if they wished to say anything further, and they answered in the negative.—METINGHAM. If B. had put forward as a bar the charter of feoffment which Adam, the father of Clement, executed to him, it would have been necessary to have replied to the charter by one of two ways, viz. either by admitting or denying the charter; and that would have been an issue in the plea; or by admitting the charter and answering that when Adam his father executed the charter he was of unsound mind, ready &c., and praying judgment if he (B.) refused the averment. And if B. had answered and prayed judgment if he could have an action in opposition to his father's charter, and had awaited judgment &c., in that case I think that B. would have been undefended, inasmuch as he would not accept the averment. So in the present case; inasmuch as he refused the averment, which Clement offered, that Adam his father was of unsound mind when he conveyed the tenement, this Court doth adjudge that Clement do recover &c., and that B. be in mercy.

§ Note that, where a franchise is challenged the defendant's best course is to deny the words of court, so that he may not be undefended, and to let the bailiffs have their franchise afterwards if they can; and if not, to answer to the plaint: for in this case he may very soon become undefended.

Note. The burgesses of Yarmouth had by Royal Charter the franchise of having all pleas and attachments for trespasses committed within two leagues of their liberty; and they were seised thereof: and they said that the charter had been allowed to them before Sir Gilbert de

sy accion pout aver encontre [1] la reconisance sun pere &c.; e ke yl fit tele reconisance vocha roule.—*Clement.* Nus volum averer le enter de nostre bref; le quel averement sy yl refusse, Jugement cum de nun defendu. —*B.* Ut supra, e demanda Jugement. — METINGHAM [demanda] sy eus voleyent pluys dire? Respundrent ke nun. — METINGHAM. Sy B. ut mis avant la chartre de sun feffement ke Adam pere Clement luy fit pur barre, yl covendreit aver respundu a la chartre par un de deus veyes,—ou aver grante ou dedyt la chartre, e coe serreit un issue de play; ou aver grante la chartre e respundu ke a cel houre ke Adam sun pere ly fit la chartre sy fut hors de memorye, prest &c., e demande Jugement sy yl ut refuse le averement. E [si] B. ut respundu e demande Jugement sy yl pout accyun aver encontre la chartre sun pere, e ussent demore en Jugement &c., en coe joe entenk ke B. serreit nun defendu desicum yl ne voleit poynt reseyvere le averement: aussy est par de sa; desicom yl refusa le averrment ke Clement tendy ke Adam sun pere qant yl luy lessa le tenement fut hors de memorye, par quey agarde &c. ke Clement rekevere &c. e B. en la mercye. A.D. 1293.

§ Nota la ou franchise serra chalange meuz vaut a le defendant defendre le moz de la court issi ke yl ne seit nun defendu, e lesser le baylyf aver lur franchice sy yl pount apres; e si nun, respundre a la pleinte: ke yl purreit tot estre nun defendu en coe cas.

Nota le borgeys de Jarnemuse aveint franchice par la chartre le Roy de aver touts le playz e les atachemenz pur trespas fet deus lues hors de lur franchice, e de coe furent seysi; e diseyent ke la chartre lur fut aloue devant Sire Gilbert de Thorntone e ces

[1] MS. en.

A.D. 1293. Thornton and his companions, and before Sir Roger Loveday and his companions, in pleas between certain persons (and they named them); and (said they) we pray judgment that our franchise may be allowed as extensively as our Lord the King has granted it.—METINGHAM.—It is too large.—*Gosefeld.* That is nothing to you.—METINGHAM. We adjudge that you do answer; and if you do not answer at once you will be undefended. —*Gosefeld* answered over.

Wardship. § John Borge brought a writ of Wardship against Alice de Holebroc, and demanded against &c. the wardship of the land and of the heir of Symond de Holebroc, to-wit one messuage &c.— *Wileby* denied &c. and the damage &c.; and said, Sir, whereas John Borge brings this writ and demands the wardship &c. of Symond de Holebroc by reason of the non-age of the son of Symond, Sir, we tell you that he was of full age on the day when their writ was purchased; and we pray judgment.— *Sutton.* Then you admit that Symond held of us by the services aforesaid, but you say that we can not demand the wardship, by reason that Symond's son was of full age on the day when our writ was purchased. Sir, we demand the wardship as well from the time when Symond died as from the time when our writ was purchased; and we are willing to aver that he was under age on the day when Symond died: and they have tacitly acknowledged that Symond held of us by the aforesaid services, and that he died in homage to us: we pray judgment.— *Wileby* saw clearly that he must answer as to the time when Symond the father died; and he said that Symond's son was of full age on the day when his father died, ready &c.—And the other side said that he was under age, ready &c.—So &c.

§ Note that if one wish to be received to defend after the tenant has pleaded so far that the tenements

compaynons, e devant Sire Roger Loveday e ces com- A.D. 1293.
paynons, parentre certein persone, e noma, e prium ke nostre [franchice] nus seit aloue ausey largement cum nostre seynur le Roy ad grante. — METINGHAM. Ele est trop large. — *Gosefeld.* Ren vus est. — METINGHAM. Nus agardum ke vus responet; e sy vus ne responet le pluys tout vus serrez nun defendu.—*Gosefeld* respondesi outre.

§ Jon Borge porta bref de garde ver Alyce de Hole- Garde.
broc, e demanda ver &c. la garde de la tere e del heyr Symund de Holebroc, coe est [a] saver de un mes &c. —*Wileby* defendy &c. e le damage &c. Sire, par la ou Jon Borge porte cety bref e demande la garde &c. Symund de Holebroke par la resone de le nun age le fiz Symund, Sire, nus vus dium ke yl fut de pleyn age le jour ke lur bref fut purchace; e demandom jugement. — *Suttone.* Dunke grantez vus ben ke Simund teint de nus par le services avant nomez, mes ke nus ne poum la garde demander par la resone ke le fiz Simund si fut de pleyn age le jour de nostre bref purchasse. Sire, nus demandom la garde aussy ben de le tens ke Simond morut cum de le tens ke nostre bref fut purchasse; e volum averer ke yl fut de deinz age le jour ke Simond morut; e yl unt reconu en teysant ke Simond tint de nus par le services avandyz, e ke yl morut en nostre homage: demandom jugement.—*Wileby* vit ben ke yl covensit ke yl respundesyt au tens ke Simond le pere morut; [e] dyt ke le fiz Simond fut de pleyn age le jour ke le pere morut, prest &c. — E lautre ke yl fut de deins age, prest &c.—Ideo &c.

§ Nota, sy nul veut estre resu a defendre apres coe Nota.
ke le tenant ad taunt avaunt pleyde ke le tenements

A.D. 1293. are on the point of being lost, he ought to find surety that, if he lose the tenements after being received, he will restore the issues computed from the day when he is received: otherwise he will not be received. By JOHN DE METINGHAM.

Replegiari. § Note that in a Replegiari the defendant must avow the distress to be good, where he wishes to avow for service by reason that certain tenements are holden of him by &c.; and he must specify the tenements. The reason is that, if the tenant were to disclaim holding of him the place where the distress was made, it would be a non-certainty, just as he made the avowry in non-certainty. Now the lord could not by his writ of Right demand a certain tenement in demesne, on the disclaimer of a thing non-certain: for he can not demand in demesne any thing which is not disclaimed to be holden of him. But a thing non-certain is disclaimed to be holden of him: therefore he can not demand a thing certain, on that disclaimer.

Entry. § One Adam de N. enfeoffed B. de N., his eldest son, of all the land which he had. B. de N. was impleaded by a writ of Entry which stated "into which he has "not entry except by Adam de N. who tortiously &c. "disseised John late Prior of N. predecessor of this "same Prior &c."—*Sutton.* Sir, B. is under age; judgment if he ought to answer to this writ of Right.—*Asseby.* How did the tenement come to him? tell that; was it by succession or purchase? he must shew by what title he claims to hold.—*Sutton.* You are wrong. It is for you to shew that by law we ought to answer while under age.—*Asseby.* But it is for you to shew whether you claim by succession or by feoffment; and then it is for us to reply.—*Sutton* answered over, and vouched to warranty, by aid, &c., one B. de N. son and heir of Adam de N., who is under age, and whose body

sunt en point de estre perduz, sy deit yl trover seurte de restorer les yssues de le jour ke yl est ressu, sy yssy aveyne ke yl perde le tenement apres coe ke yl est ressu; e autrement ne serra yl poynt ressu: *par* JON DE METINGHAM.[1] A.D. 1293.

§ Nota en le replegiari yl covent avouer la destresse bone la ou yl vodera avouer pur service par la resone ke serteyn tenements sunt tenuz de ly pur &c.; e nomera le tenements. La resone est ke sy le tenant declamat tenyr de ly le leu la ou la destresse fut fete, coe sereit en nun sertein, solom coe ke yl fit le avourie en nun sertein. Dunt le seynur par sun bref de dreit ne porreit demander serteyn tenement en demeyne par le declamer en nun sertein fet. Kar autre chosse ne pet yl demander en demeyne ke neyt declame tenyr de ly: mes nun sertein est declame tenyr de ly; ergo yl ne put demander certein par cel declamer. Replegiari.

§ Un Adam de N. enfeffa B. de N. sun fiz eyne de tote la tere ke yl aveyt. B. de N. fut enplede par bref de Entre en le queus yl nad entre si nun par Adam de N. ke atort &c. disseysy Jon jadis priour de N. predecessour meyme cety priour &c.—*Suttone.* Sire, B. si est de deins age; jugement sy a cety bref de dreit deit respundre.—*Asseby.* Coment avint yl a le tenement? dye cel; ou par succession ou purchas? yl covent declarsyr par queu tytle yl cleyme tenir.—*Suttone.* Vus deites mal: en vus est à mustrer par ley ke nus devum de deins age respundre.—*Asseby.* Mes est a vus le quel vus clamet par succession ou par feffement; e pus est a nus a respundre.—*Suttone* respundi outre, e vocha a garrantye, par eyde &c., un B. de N. fiz e heyr Adam de N., ke est de deins age, ky cors e teres Entre.

[1] See 20 Edw. I. stat. 3.

A.D. 1293. and lands are in ward of such an one.—*Asseby.* Sir, the said B. whom he has vouched is the tenant against whom we bring our writ; and so he has vouched himself, being under age: judgment of the voucher; and if by reason of his non-age the plea ought to tarry.—*Sutton.* Why not? We vouch the heir of our feoffor, and we pray judgment if our voucher be not good, inasmuch as we ourselves are the heir of our feoffor.—*Asseby.* We fully admit that you are the heir of your feoffor; and we pray judgment if you ought to be received to vouch yourself, being under age.—*Sutton.* And we pray judgment, inasmuch as you have admitted that B. is his father's heir and is under age, if he ought to answer while under age.—*Asseby* passed on, and said, Sir, this same Prior, on whose predecessor the disseisin was effected, heretofore brought a writ of Entry founded on Novel Disseisin of the same kind, before &c., against Adam the father of Benedict whose heir &c.; and Adam his father died whilst impleaded before our purchase was effected. Judgment if in this case he ought not to answer while under age; and this by Statute.—*Sutton.* The Statute is to be understood of the case where the disseisee brings the Novel Disseisin freshly against the disseisor, and one of them dies during the plea: and inasmuch as you can not say that your predecessor, to whom you say the tort was done, brought the Novel Disseisin against our father, we pray judgment if by the Statute you ought to be aided.—HERTFORD. The Statute is to be understood &c.; (according to Sutton's construction).—*Asseby.* Sir, John our predecessor died immediately after the disseisin effected on him, so that he could not proceed by the Novel Disseisin; and therefore, immediately after his death, we brought a writ of the same nature against Adam his father; and Adam died during the plea: so we pray judgment, inasmuch as our predecessor died before he could purchase a writ, if by Statute he ought not to answer while under age.—So, to judgment.

sunt en la garde un tel. — *Asseby.* Syre, meyme cely B. ke yl ad voche sy est le tenant ver ky nus portum le bref; e issi ad yl voche ly meyme de deins age: Jugement de vocher; e sy par sun nun age le play[1] deive targer.—*Suttone.* Pur quey nun? nus vochom le heyr nostre feffour, e demandom Jugement sy nostre vocher ne seit bon desicum nus meymes sumes le heyr nostre feffour.—*Asseby.* Nus grantom ben ke vus eytes le heyr vostre feffour; e demandom Jugement uncore si vus devez estre ressu a vowcher vus meymes de deins age. — *Suttone.* E nus Jugement, desicum vus avez grante ke B. est le heyr sun pere e de deinz age, sy de deinz age deit respundre.—*Asseby* passa outre; Syre devant ces oures meyme cety priour, a ky predecessour la disseysine fut fete, porta bref de entre funde sur la novele disseysine de meyme la nature coram &c., ver Adam pere Benet ky heyr &c.; e Adam sun pere morut emplede devant nostre purchas fet. Jugement sy deinz age en coe cas ne deyt respundre, e par statut.[2]— *Suttone.* Le estatut est a entendre la ou le disseysy porte la novele disseysine frichement sur le disseisiour, e lun de eus murt enpledant; e desicum vus ne poez dire ke vostre predecessour, a ky vus deytes ke le tort dut aver este fete, porta la novele disseysine ver nostre pere; Jugement [si] par statut devez estre eyde.—HERTFORD. Le estatut est a entendre &c. sicut *Suttone* prius dixit.—*Asseby.* Sire, Jon nostre predecessour murut tout apres la disseysine a ly fete, issy ke yl ne pout sey purchacer par la novele disseysine; e pur coe meyntenant apres sa mort si portames nus bref de meyme la nature ver Adam sun pere: Adam morut enpledant: dunt demandom Jugement, desicum nostre predecessour morut einz ke yl pout purcas aver fet, demandom Jugement, si par statut ne deive respundre de deins age.—Ideo ad Judicium. A.D. 1293.

[1] MS. ke par lay.

[2] 3 Edw. I. c. 47.

A.D. 1293. Replegiari. § One Adam brought the Replegiari against B. C. and D., saying that tortiously &c.—*Lutlyntone.* Sir, we avow the taking to be good and rightful in the place where the tenement is and where the distress was made; for the reason that one Nicholas de C., the father of Joan our wife, whose heir she is, did as chief lord lease the wardship of the tenement to the said Adam until the true age of one Richard son and heir of such an one who held of him the said tenement, Adam rendering for the wardship twelve shillings by the year to Nicholas and his heirs until the age of &c.; and Nicholas the father of Joan his wife was seised of the twelve shillings by the year by the hand of Adam; and because the twelve shillings were a year in arrear when the taking was made, B. avows the taking to be good &c.—*Wareyn.* Sir, we pray judgment, inasmuch as he makes this avowry in respect of the right and the heritage of Joan his wife and through Joan his wife, if on this avowry he ought to be answered, without Joan his wife.—*B.* Sir, if this thing touched the fee or the right or the freehold it would be a reason that we could not make the avowry without our wife; but since this is not the fee or the right or the freehold of our wife, but only as it were a chattel, we pray judgment if in this case we can not make avowry without our wife.—MALORE. Did not your wife take the thing by heritable descent? If so, it seems that you can not be a party without your wife.—*B.* Sir, nothing which may take place in this plea, whatever result it has, can operate to disinherit our wife; so we pray judgment if we can not make this avowry without our wife: and inasmuch as he answers not to our avowry, we pray a Return of the beasts.—*Lutlintone,* on the next day said—Sir, inasmuch as we can during our time make an acquittance to Adam year by year for the twelve shillings without our wife, we pray judgment

§ Un Adam porta le replegiare ver B. C. D. ke atort &c.—*Lutlyntone.* Sire, nus avoum la prise bone e dreiturele en le leu oue [est] le tenement, la ou la destresse fut fete; par la resone ke un Nichol de C., ke fut le pere Jone nostre femme ke heyr Jone nostre femme est, cum chef seynur lessa la garde de seu tenement a meyme cety Adam jekes a le verey age un Ricard fiz e heyr un tel ke tint de ly meyme le tenement, issy ke Adam rendreit par an pur la garde .xii. souz a Nichol e a ces heyrs jekes a le age &c.; e dunt Nichol le pere Jone sa femme fut seysie de le .xii. souz par an par my la meyn Adam: e pur coe ke .xii. souz furent arere de un an al oure ke la prise fut fete, sy avoue B. la prise bone &c. —*Wareyn.* Syre, nus demandom Jugement, desicum yl ad fet cet avouerie par la resone de le dreit e de le heritage Jone sa feme e par my Jone sa femme, si a cete avouerie deive estre respundy sanz sa femme.—*B.* Sire, sy cete chose tochat fee ou dreit ou franc tenement sy serreit coe resone ke nus ne purrum avouerie fere sanz nostre feme; mes de pus ke cete chosse neit ne fee ne dreit ne franc tenement nostre femme, mes cum chatel, demandom Jugement si nus ne poum fere avowerie en coe cas sanz nostre femme.—MALORE. Ne aveit vostre feme la chosse par desente de heritage? par quey yl semble ke vus ne poez estre partye sanz vostre femme.—*B.* Sire, nule chosse ke porra estre fet en coe play, quele fin ke yl prent, ne pout torner en desseritison nostre femme: dunt demandom Jugement sy cete avouerie ne poum fere sanz nostre femme: e desicum yl ne respont nent a nostre avouerie, nus prium return des avers.—*Lutlintone* (al autre jour). Sire, desicum nus poum fere aquitance a Adam de an en an de le .xii. souz sanz nostre feme de nostre tens, demandom

A.D. 1293. Replegiare.

A.D. 1293. if we can not be party to that avowry without our wife.

Taking of beasts. § Thomas Charles brought the Replegiare against Robert de Bornamvile, and counted that tortiously he took his beasts &c.—*Robert* denied tort and force &c., and avowed the taking to be good &c., for the reason that one Symond le Veysy held of Geoffrey Bornamvile his cousin, whose heir he is, one messuage &c. by homage and by suit to his court of N. every three weeks &c., which Geoffrey was seised of the said services by the hand of Symond; and so we as heir of Geoffrey avow the taking good &c. in our fee on William la Veyse son and heir of Symond, for homage and for suit at our court of N. &c., which has become due and in arrear after Symond's death.—*Waryn* (for Thomas). Sir, we tell you that he ought not to be received to make this avowry, for the reason that he himself has received us as his tenant of the same tenement; so we pray judgment if on account of such tenement he can avow a distress or any other than us. —*Sutton.* Sir, fealty does not make the tenant; for that is only an acknowledgment of the services: but homage makes the tenant: and he can not deny that Symond le Veysy was tenant of Geoffrey, whose heir we are, and died tenant to him and in homage to him; therefore he can not deny that William his son is still his tenant, as to the homage: and so we pray judgment if we can not avow the distress to be good on William le Vesye, son and heir of Symond, after his death.—*Hervy* the clerk. You can not legally have two tenants together for one tenement; so I am of opinion that you must answer whether you have received service from Thomas, and if you have accepted him as tenant of the tenement.—*Sutton.* Sir, the lord may very well have two tenants in different characters, for one tenement. And we tell you, Sir,

Jugement sy sanz nostre feme ne poum estre partye a cel avouere. A.D. 1293.

§ Thomas Charles porta le Replegiare ver Robert de Bornamvile, e cunta ke tort prit ces avers &c.— Robert defendy tort e force &c., e auvoua la prise bone &c., par la resone ke un Symond le Aveise teint de Geffrey Bornamvile sun cosin, kỳ heyr ỳl est, un mes &c. par homage e par seute a sa court de N. de treis &c.; le quel Gefrey fut seysy de meyme les services par my la meyn Simond; e issy nus, cum heyr Geffrey, avouum la prise bone &c. en nostre fee sur Willem la Veyse fiz e heyr Simund pur homage e pur service a nostre court de N. &c., ke due nus est e arere apres la mort Simund. — *Waryn* (pur Thomas), Sire, nus vus diom ke a cel avouerie fere ne deit yl estre ressu, par la resone ke yl meyme nus ad ressu cum sun tenaunt de meme le tenement; dunt demandom Jugement sy par la resone de teu tenement sur autre ke sur nus poez destresse avouer.—*Suttone.* Sire, feute ne fet nent tenant; ke coe neit forke une reconysanse des services: mes homage fet tenant: e yl ne put dedire ke Symund le Enveysy ne fut le tenant Geffrey, ky heyr nus sumes, e morut sun tenaunt, e en sun homage; par ky yl ne put dedire ke W. sun fiz ne seit uncore sun tenaunt qant al homage: e dunt demandom Jugement sy nus ne poum la destresse avouer sur Willem le Enveyse fiz a heyr Simund apres sa mort.—*Hervy le Clerk.* Vus ne poez par ley deus tenanz aver de un tenement ensemblez; dunt yl moy est avys ke yl vus covent respundre le quel vus avez ressu le service Thomas, e si vus le eez ressu cum tenaunt de tenements. — *Suttone.* Sire, diversis respectibus si put le seinur aver deuz tenaunts de un tenement mut ben; e Prise des avers.

A.D. 1293. that we have no need to answer to this; for by your reasoning we should be foreclosed of our homage and of our suit because neither we nor any of our ancestors were ever seised by his hand of the homage or the suit; and that would be a great hardship: wherefore we pray judgment.—*Hervy.* If you are foreclosed of your homage, blame yourself; because you ought to have received homage from him when you received the fealty and the rent.—*Simond Est.* Sir, since Thomas desires to make himself our tenant, and thus estrange us from our very tenant, let him say how he was enfeoffed, whether to hold of the chief lord of the fee by the services which belong to the tenement,—and then we can by Statute avow the distress on him;—or by a certain service, in which case he must shew some specialty.—*Warwick* (who was not of counsel on either side) said, Certainly he must say how he was enfeoffed. —*Waryn.* Sir, by fealty and five shillings by the year, without more.—*Warwick.* Then you must put forward a specialty; for he must have the service either from you or from him; or he must plead that the tenant is not charged with those services: and to plead that he can not be a party.—*Waryn* had no specialty to shew.—MALORE. Then answer over.—*Waryn.* Robert is at this day seised of the homage and of the suit by the hand of William le Veyse; ready &c.: and we pray judgment if he can at one and the same time demand two homages for one tenement.—*Sutton.* And we pray judgment, inasmuch as you have acknowledged that William is still our tenant, if it lies in the mouth of you, who are a total stranger to our avowry, to say that we are seised of the homage and of the suit.—Afterwards on another day came *Wileby*, and waived the averment which *Waryn* offered; and he prayed judgment, inasmuch as the said Robert has received the said Thomas as his tenant, if he can make avowry on any other than on him.—*Sutton.* You can

vus dium, Sire, ke a coe navum meiter a respundre ; A.D. 1293.
ke par vostre resone sy serrum nus forclos de nostre homage e de nostre seute par la resone ke nus ne nul de nos ancestres ne furent unkes seysy del homage ne de la sute par my sa meyn ; e coe serreit grant duresse : par unt demandom Jugement.—*Hervy.* Sy vus eites forclos de vostre homage, rettez a vus meyme ; pur coe ke vus dussez aver ressu le homage de ly al oure ke vus resutes la feute e la rente.—*Simund Est.* Sire, de pus ke Thomas se veut fere nostre tenant, e pur coe nus estranger de nostre verrey tenant, die coment yl est feffe, ou a tenir de chef seynur deu fee par le service ke apendent deu tenement, e issi porrum nus avouer la destresse sur ly par le estatut ; ou pur certein service, e dunke covent ke yl eit especialte.—*Warwyke* (qui non fuit ex una parte nec ex alia). Certes yl covent ke yl le die coment yl est feffe.—*Waryn.* Sire, pur feute e .v. souz par an, sanz plus.—*Warwyke.* Dunke covent ke vus metet avant espesialte ; ke yl covent ke yl eit le service ou de vus ou de ly ; ou yl covent dire ke le tenant neit pas charge de teuz services ; et ad hoc dicere non potest esse pars.—*Waryn* naveit nul espescialte.—MALORE. Responet outre dunke.—*Waryn.* Ke Robert est huy coe jour seysy del homage e de la sute par my la meyn Willem len Veyse ; prest &c. : e demandom Jugement sy yl puysse deuz homages de un tenement simul et semel demander.—*Suttone.* E nus Jugement, desicom vus avez conu ke Willem est nostre tenant e ke le tenement est tenu par homage, sy yl gyse en vostre bouche, ke tot estes estrange a nostre avouerie, a dire ke nus sumes seysy del homage e de la sute. —E pus, a un autre jour, vint *Wyleby* e weyva cel averement ke *Waryn* tendy, e demanda Jugement, desicom meyme cely Robert ad ressu meyme cety Thomas cum sun tenant, sy yl pusse avouerie fere sur autre ke sur ly.—*Suttone.* A coe ne poez avenir ; ke her ple-

A.D. 1293. not get to that; for yesterday you pleaded higher up, in that you offered the averment that we are now seised of the homage and of the suit by the hand of William le Veyse: therefore you can not get to that averment. — *Wileby.* Who records that? — *Sutton.* You offered the averment before SIR PIERS MALORE—And because SIR PIERS MALORE was not on the bench, and no other Justice recorded it, *Sutton's* statement was not credited.—METINGHAM. Do you acknowledge that you hold the tenement by the same service by which his tenant holds of him?—*Wileby.* Sir, I have no need to do this: for we intend not to do any thing else but defeat his avowry, inasmuch as he makes his avowry on one other than his tenant.—*Sutton.* We can not make any avowry on Thomas Charles for the homage which is in arrear to us; for we were never seised by the hand of him or of any of his ancestors.—HERTFORD (JUSTICE). You can, if he has attorned to you, and you are seised of a part of the services.—METINGHAM. Suppose that you have disseised my tenant, and have attorned to me for the rent and the fealty, does it thereby follow that I am foreclosed from distreining for the other services which are in arrear to me, and from avowing on my tenant? Certainly not. Therefore answer how and by what service you claim to hold the tenement of Robert. — HERTFORD (JUSTICE). He is there by attorney; therefore he can not claim to hold by a certain service, nor disclaim: so you must needs plead more largely.—*Wileby.* Sir, we will imparl. —And then he returned and said—Sir, Thomas was enfeoffed to hold of the chief lord for five shillings and fealty, without more, for all services; ready &c.

Note that, it was there said that if one disseise my tenant, and I receive the service at the hand of the disseisor, it is no bar to me from again demanding the service from my tenant when he has recovered the tenement, and avowing a distress on him to be good as a distress on my very tenant.

dates vus plus haut, par la ou vus tendytes le averement ke nus sumes ore seysy del homage e de la suyte par my la meyn Willem len Veyse: par quey vus ne poez a cel averement avenir.—*Wileby.* Ky recorde cel?—*Suttone.* Vus tendytes le averement devant SIRE PERES MALOURE. E pur coe ke SIRE PERES MALOURE ne fust pas en banc, ne nul autre Justice ne le recorda, *Suttone* ne fut pas cru de sun dyt.—METINGHAM. Reconusez tenir le tenement par meyme le service ke sun tenant teynt de ly?—*Wileby.* Sire, a coe fere nage meiter; ke nus ne bium autre chosse fere fors a defere sun avowerie, desicom yl fet sun avowerie sur autre ke sur sun tenant.—*Suttone.* Nus ne poum fere nul avowerie sur Thomas Charles pur le homage ke arere nus est; ke nus ne fumes unkes seysy par my sa meyn ne nul de ces ancestres. Jugement sy nostre avouerie ne seit bon.—HERTFORD (JUSTICE). Sy poez, sy yl est atorne a vus, e vus seez seysy de party de services.—METINGHAM. Put estre ke vus avez disseisy mun tenant, e vus estes atorne a moy de la rente e de la feute, suyt yl pur coe ke suy forclos a destreindre pur les autres services ke moy sunt areres, e avouer sur mun tenant? nanyl: e pur coe responet coment e par queu service vus clamet tenir le tenement de Robert.—HERFORD (JUSTICE). Yl est la par atorne; par unt yl ne put clamer a tenyr par certein service ne declamer; e pur coe yl covent ke vus pledet pluys largement.—*Wyleby.* Sire, nus enparlerum. E pus vint e dyt, Sire, ke Thomas est feffe a tenyr de chef seynurage pur .v. souz e pur feute sanz plus e pur touz services; prest &c. A.D. 1293.

Nota, ke la fut dit ke sy un home disseyse mun tenant, e joe reseive le service par my la meyn le disseysiour, coe neit pas barre a moy ke autre fez qant mun tenaunt ad recovery le tenement sy pus je ben demander le service de ly, e sur ly avouer bone destresse cum sur mun verrey tenaunt. Nota.

A.D. 1293. Replegiari. § The Prior of Cleyve brought the Replegiari against Thomas de Raleye.—*Sutton* denied tort and force &c., and avowed the taking good &c., for the reason that one Stephen le Pouer held of him one messuage &c. by homage and fealty, and six pence rent by the year, and by the service of half a knight's fee; of which service William de Raleye his grandfather, whose heir he is, was seised by the hand of William le Pouer. And so Thomas, as heir of William de Raleye, avows the taking to be good &c., on Stephen le Pouer brother and heir of William le Pouer, for the homage which was in arrear to him after the death of William le Pouer, and as being in his fee.—*Asseby* (for the Prior). Sir, we tell you that William le Pouer enfeoffed one N. our predecessor of the said tenement, to hold of the chief lord of the fee by the services appertaining to the tenement; and that his grandfather received N. our predecessor as his tenant, to hold of him by fealty and a rent of six pence for all services as his tenant of the said tenement; and we pray judgment if you can avow a distress on any other person for service which is in arrear to you in respect of the said tenement.—*Est.* Sir, we will aver that W. le Pouer our feoffor held that tenement of his grandfather by fealty and by the service of a rent of six pence by the year, for all services; and if you will deny it, ready &c.—*Sutton.* W. le Pouer died in homage to our grandfather; ready &c.—MALORE. What do you answer to the seisin, where he says that his grandfather was seised of the homage of W. le Pouer?—*Asseby.* On that head we have no need, as it seems to us, to answer; inasmuch as we are willing to aver three things; first, that he accepted us as his tenant to hold the said tenement of him by the service aforesaid; secondly, that W. le Pouer, our feoffor, held the said tenement of his grandfather by fealty and for a rent of six pence by the year for all services; and lastly, that the tenements are not charged with other

§ Le priour de Cleyve porta le replegiare ver Thomas de Raleye.—*Suttone* defendy tort &c., e avoua la prise bone &c., par la resone ke une Estevene le Pouer teint de ly un mes &c. pur homage e feute e .vi. deners de rente par an, e par le service de un demy fee de chevaler; de queu service Willem de Raleye sun ael, ki heir &c., fut seysy par my la meyn Willem le Pouer. E issy avowe Thomas la prisse bone &c., cum heyr Willem de Raleye, sur Estevene le Power frere e heyr Willem le Pouer, pur le homage ke arere ly est apres la mort Willem le Pouer, e en sun fee.—*Asseby* (pur le priour). Sire, nus vus dium ke Willem le Pouer enfeffa de meyme ceu tenement un N. nostre predecessour, a tenyr de chef seynurage de fee par le servyce ke a le tenement apendeyent, issy ke sun ael ressut N. nostre predecessour cum sun tenant a tenyr de ly par feute e par .vi. deners de rente pur touz services cum sun tenant de meyme le tenement: e demandom Jugement sy vus pusset sur nul autre destresse avouere pur service ke arere vus sunt de meyme le tenement. — *Est.* Sir, nus volum averer ke W. le Pouer nostre feffour teint teu tenement de sun ael par feute e par le service de .vi. deners de rente par an pur touz services; e sy vus le volez dedire, prest &c.—*Suttone.* Ke W. le Pouer morut en le homage nostre ael, prest &c.—MALORE. Quey responet vus a la seysine, la ou yl dit ke sun ael fut seysy del homage W. le Pouer.—*Asseby.* Par la navum meyter a respundre, a coe ke nus semble; desicom nus volum averer treis chosses, ke yl nus ressut cum sun tenaunt a tenir de ly meyme le tenement par le service avantdit,e ke W. le Pouer nostre feffour tint de sun ael meyme le tenement par feute e pur .vi. deners de rente par an pur touz services, e estre ke le tenements ne sunt pas

A.D. 1293. Replegiare.

A.D. 1293. services: and we pray judgment if we ought not to be received to that averment. — MALORE. Answer to the seisin, where he says that his grandfather was seised of the homage of W. le Pouer your feoffor. — *Asseby.* Sir, since we are compelled to answer on that head, we tell you that his grandfather was not seised by the hand of W. le Pouer of homage by reason of that tenement; ready &c. — And the other side said the contrary.—So &c.

So note that a stranger purchaser can counterplead the chief lord on the seisin of the services which he demands, where he has accepted the purchaser as his tenant and received portion of the services, although the chief lord make his avowry on his first tenant.

Right. § One Gilbert Fitz-Stephen brought a writ of Right against A., and counted &c. — *A.* Sir, his writ states that he is the son of Stephen, and his count states that he is the son of Richard: judgment of the variance.—*Optone.* Sir, we will aver that his father was named Richard, and that he is commonly called Gilbert Fitz-Stephen, as our writ states; just as the Earl of Arundel is called John Fitz-Alan, although his father was not named Alan; and we pray judgment.—*Warwick.* Then you ought in the writ to have put "Gilbert "le fiz Estevene" in French, and not to have put the Latin, viz. "Gilberto filio Stephani": judgment.—*Optone.* We pray leave to imparl.—And he did not return; and so, lost his writ by non-suit: because in this case it was not good.

Note. § Note that a writ which is purchased pending another writ for the same tenement is not abateable if the View has not been prayed in the first writ.

Note. § Note that, HERTFORD stated that if a tenant of the Ancient Demesne enfeoff another to hold freely,

chargez des autres services: e demandom Jugement sy a cel averer ne devum estre ressu.—MALORE. Responet a la seysine, la ou yl dit ke sun ael fut seysy del homage W le Pouer vostre feffour.—*Asseby.* Sire, depus ke yl covent par la respundre, nus vus dium ke sun ael ne fut pas seysy par my la meyn W. le Pouer del homage par la resone de teu tenement, prest &c.—E lautre le revers.—Ideo &c. A.D. 1293.

Et sic nota ke un estrange purchasour put contrepleder le chef seynur de la seysine des services ke yl demande, par la ou yl ad ressu le purchasour cum sun tenaunt, e par my sa meyn partye de service ressu, tot face le chef seynur sun avowerie sur sun primer tenaunt.

§ Un Gilbert le fiz Estevene porta bref de dreit ver A., e cunta &c.—*A.* Sire, sun bref [dit] ke yl est fiz Estevene, e sun cunte ke yl [est] le fiz Ricard. Jugement de la variance.—*Optone.* Sire, nus volum averer ke sun pere aveit a nun Ricard, e ke yl est apele communement Gilbert le fiz Estevene, com nostre bref veut; aussy cum le Cunte de Arundel est apele Jon le fiz Aleyn tut ne fut pas sun pere apele Alein; e demandom Jugement.—*Warwyke.* Dunke dussez aver mys en vostre bref Gilbert le fiz Estevene en franceys, e ne pas le latyn, Gilberto filio Stefani: Jugement.—*Optone.* Cunge de enparler.—E ne revint pas, e issy perdy sun bref par sa nunsute: quia non valuit in isto casu. De recto.

§ Nota, bref ke est purchasse pendant un autre de un meyme tenement si neyt pas abatable sy la veue ne seit pas demande in primo brevi. Nota.

§ Nota, par HERTFORD ke sy un home tint del aunciene demeyne [e] feffe un autre franchement, ke la femme Nota.

A.D. 1293. the wife of the feoffee shall bring her writ of Dower, and not the wife of the feoffor; because her husband held as a sokeman; and this answer was made to a woman in the Bench, and her writ was abated on that ground.

Entry, in voucher to warranty.

§ One A. brought a writ of Entry stating "into "which the said B. has not entry except by C. late "husband of the said A.," whom she could not contradict &c.—*Asseby* denied tort and force, and vouched to warranty, by aid &c., one D. And D. came by summons and asked by what.—*B.* put forward the charter of his (D.'s) father.—*Asseby.* Sir, he ought not to warrant; for nothing has descended to him from his father. —*Warwick.* Is it the deed of your father or not?—*Asseby.* To that we have no need to answer, since nothing has descended to us.—At last he was driven by the Court to say whether it was the deed of his father or not. And he could not deny it. Wherefore it was adjudged that he should warrant. And the demandant, by *Thomas Inge* his serjeant, counted against him as he first began. —*Asseby* denied the words of court, and said that nothing had descended to him &c., and that when any thing &c. he would willingly make recompense to him in value.—(Then the Justice told him that he would not be bound to recompense in value, even if he had lost, until something had descended to him from his father wherewith he could &c.—And so note that in this case the heir ought to say that he will willingly warrant, and will make recompense in value when any thing shall have descended to him but that nothing has yet descended to him.)—The other side traversed, saying that there has descended to him sufficient to &c.—So &c.

Note. Dower 'unde nihil habet.'

§ Note that, when the widow of Sir Hugh Lovet brought a writ of Dower against Humphrey de Walden,

le feffe purra porter bref de dowere e ne pas la femme le feffour; pur coe ke sun barun tint en sokemonerie; e issi fut respundu a une feme en baunc e sun bref abatu par sele resone. A.D. 1293.

§ Un A. porta bref de Entre en le ques memes cely B. nad entre sy nun par C. jadis barun meme cety A. a ky ele ne pout contre dire &c.—*Asseby* defendy tort e force, e vocha a garrantye par eide &c. un D. D. vint par somuns e demanda par quey. — *B.* myt avant la chartre sun pere. — *Asseby.* Sire, yl ne deit garrantir, ke ren ne ly est dessendu de par sun pere. — *Warwyke.* Est coe le fet vostre pere un nun? — *Asseby.* A coe ne avum meiter a respundre, de pus ke ren ne nus est dessendu. — E adrein fut achace par agarde ke yl deit le quel coe fut le fet sun pere ou nun. E yl ne pout dedire. Par quey fut agarde ke yl garrantireit. E yl entra en la garrantye. E le demandant cunta ver ly par *Thomas Inge* sun serjant kant yl commensa a deprimes. — *Asseby* defendy le moz de la curt, e dit ke ren ne ly fut dessendy &c., e qant ren &c. volunters yl freit a la value.—Dunke fut dyt par la Justice ke yl ne serreit pas tenu de fere a la value, tut ut yl perdu, sy la ke akune chosse ly fut dessendu de par le pere dunt yl pout &c. Et sic nota, en coe cas sy deit le heyr dire ke volunters garrantira e fra a la value qant ren ly seit dessendu, mes ren uncore ne ly est dessendu. — Lautre traversa ky ly fut dessendu assez dunt &c.—Ideo &c. Entre en un garant vocher.

§ Nota, par la ou la femme Sire Hue Lovet porta bref de dowere ver Ounfrei de Walden, e demanda la Nota. Unde nil habet.

A.D. 1293. and demanded the third part of five acres of meadow and twenty acres of land and six marks of rent in N., —*Humphrey* denied &c., and said, Sir, as to the six marks she is endowed thereof by means of other tenements in E., in satisfaction of that rent, ready &c.— (And the Lady said the contrary.) — And as to the meadow he vouched to warranty Richard the son of Hugh by one writing, and as to the land he vouched him by another writing.—As to the first writing, Richard said that by virtue of the same writing he ought not to warrant, because (said he) the writing supposes that our father before his death gave him that meadow; but our father died seised of that meadow, ready &c.: and so we are not bound to warranty.—And the other (*i.e.* Humphrey) said that his (Richard's) father devested himself thereof a long time before his death, ready &c. — (So as to that point &c.) — And as to the twenty acres he said, Sir, we tell you that the said Humphrey disseised us of the said land, so that we have an action to demand the same tenement in demesne; and we pray judgment if we are bound to warranty. — *Humphrey.* Sir, his father enfeoffed us a long time before his death, ready &c.—*Richard.* Our father enfeoffed us, by which feoffment we were seised for a good two years, until we were disseised by you, ready &c.—And the other side said the contrary.—So &c.

Dower unde nihil habet.

The same Lady brought the "Unde nihil habet" against several persons, who vouched to warranty Richard the son of Hugh. Richard entered into warranty as to some; and he answered that at a certain time his father held the tenement in demesne, and leased the tenement to those persons who now vouch him, to hold for the term of their lives by certain services, of which services she is endowed; and he prayed judgment if he could demand dower of the demesne.—*Est.* By whose assignment?—*Sutton.* The King's Exchequer's,

terce party de .v. acres de pre .xx. acres de tere .vi. A.D. 1293.
marche de rente en N. — *Ounfrey* defendy &c. e dit Sire, qant a la .vi. mars si [est] ele dowe de ly meime de autres tenements en E. en alouance de cele rente, prest &c. E la feme le revers. E qant a pre sy vocha yl a garrantye Ricard le fiz Hue par un escrit, e qant a la tere par un autre escrit.—Ricard au primer escrit dit ke par cele escrit ne dut yl garrantir, pur coe ke le escrit supposse ke nostre pere ly dona cel pre devant sa mort; mes ke nostre pere morut de cele pre seysy, prest &c.: e issi nus ne sumes tenu a garrantye. —E lautre ke sun pere se demyt longe tens devant sa mort, prest &c. — Ideo de hoc &c. E qant a la .xx. acres de tere, Sire, nus vus diom ke meyme cety Ounfry deseysit nus meymes de meyme cele tere issy ke vus avum accion a demander meme le tenement en demeyne; e demandom Jugement sy nus seum tenuz a la garrantye. — *Ounfrey.* Sire, ke sun pere nus enfeffa long tens avant sa mort, prest &c.—*Ricard.* Ke nostre pere nus feffa; par quey feffement nus fumes seysy ben deus anz sy la ke nus fumes par vus disseysi, prest &c.—E lautre le revers.—Ideo &c.

Meyme cety dame porta le unde nil habet ver plusours, le queus vocherent a garrantye Ricard le fiz Hue. Ricard entra en la garrantye pur les uns; e respundy ke en akun tens sun pere teynt teu tenement en sun demeyne, e lessa meyme teu tenement a cete gent ke ore ly unt voche a terme de lur vye pur certeyn service, de queus services ele est dowe; e demanda Jugement sy ele puysse de le demeyne dowere demander.— *Estone.* De ky assignement.— *Suttone.* De le

Unde nil habet.

A.D. 1293. whilst we were in ward of the King.—*Est.* Say then that she assented thereto.—*Hervy.* It is not necessary in this case. But if she had been endowed of a tenement in B. in satisfaction of dower in a tenement in C., then it would have been necessary that she should assent.—*Sutton.* Admit that she was endowed of the services, and let us go to judgment.—And as to Geoffrey le Herber and Edith his wife Richard said that he ought not to warrant; for that the lease was made to Geoffrey and his first wife; and Edith is not his first wife; so we pray judgment of the voucher. And as to Henry and Joan, we say that we ought not to warrant in the form in which we are vouched; for their charter states that their father gave to Henry alone certain tenements for the term of his life, to have and to hold to the said Henry and Joan his wife by a certain service.—*Hervy.* Henry and Joan have vouched well enough; for she shall be received to vouch, by reason that she is joined in the clause "to have and to hold to Henry and Joan "&c." And then Richard warranted to Henry and Joan; and he gave the same answer, to wit that she was seised of a third part of the services of Henry and Joan in name of dower. And as to Geoffrey we are willing to warrant out of courtesy, but not to Edith; and we pray that this be mentioned in the Roll. And he gave the same answer.

Debt. § Sheweth unto you Henry the son of Nicholas, who is here by his guardian, that the Abbat of Westminster and Richard his monk, who are there, tortiously detain and do not render to him ninety marks, which they owe to him; and tortiously for this that whereas the said Henry bailed to one Cecily his grandmother, a sister of the said Abbat and his convent, ninety marks in the said Abbey on the Monday next &c. in such a year in the town of Westminster in the said Abbey, so that the said Cecily should redeliver them whenever the said Henry

Eschetour le Roy tant ke nus fumes en la garde le Roy. — *Estone.* Dites dunke ke ele coe agrea. — *Hervy.* Coe neit pas meiter en coe cas; mes sy ele fut dowe en C. en alouance de tenement en B., la covendreit ke ele se agreat. — *Suttone.* Reconusez ke ele est dowe de service: e seom a Jugement. — E qant a Gefrey le Herber e Edyze sa femme ne devum garrantir, pur coe ke le les fut fet a Geffrey e a sa primere femme; e Edyze neit pas sa primere femme: dunt demandom Jugement de le vocher. E qant a Henry e a Jone, nus ne devum garrantir en la fourme ke nus sumes voche; ke lur chartre veut ke nostre pere dona a Henry soul certein tenements a terme de sa vie, a aver e a tenir a meyme cely Henry e a Jone sa femme a lur deuz veyez pur certyn service.—*Hervy.* Henry e Jone unt asez ben voche; ke ele serra assez ressu a voucher, par la resone ke ele est jointe en cele clausse a avyr a tenyr a Henry e a Jone &c.—E pus garrantyt Ricard a Henry e a Jone: e dona meyme le respunse, coe est a saver ke ele fut seysie de la terce partye de service Henry e Jone en nun de dowere. E qant a Geffrey nus volum garrantir de curtesye, e nun pas a Edyze; e prium ke mencyon seyt fet en le Roule; e dona meyme le respuns. A.D. 1293.

§ Coe vus mustrez Henry le fiz Nychol, ke sy est par garrdein, ke le abbe de Weymustre e Ricard sun moyn, ke la sunt, atort luy destenent e pas ne ly rendent .iiij. .xx. e .x. mars le queus yl luy deyvent; e pur coe atort, ke la ou meyme cety Henry bayla a une Cecyle sa aele .iiij. .xx. mars e .x. en meyme le Abbeye, seer meyme cely Abbe e sun covent, le lundy procheyn &c. tel an en la vyle de Weymustre en le Abbey meyme, issy ke meyme cele Cesseyle les rebaylereit a quel oure meme cety Henri les demandast, la quele Cecyle morut De Debito.

A.D. 1293. should demand them; which Cecily died in the said Abbey; after whose death the aforesaid Abbat and Richard his monk took possession of the said ninety marks: and the said Henry has often come to the Abbat and Richard his monk and prayed them to pay the said ninety marks, but they would not restore them nor have they yet done so, tortiously and to his damage &c.—*Gosefeld* denied tort and force and the damage &c.; and said, Sir, this Henry is under age, so that he can not accept wager of law or be party to an averment before he be of age; so we pray judgment if before he be of age he ought to be answered.—*Sutton.* This action arises out of his own contract; so we pray judgment if he ought not to be answered.—*Hervy* (the clerk.) Your writ states that the Abbat and Richard his monk owe you ninety marks; and you count that the moneys were bailed to one Cecily your grandmother; so the contract was between you and Cecily and not between you and the Abbat and Richard his monk; wherefore it seems that your writ is vicious by reason of the word 'debet.'—On the morrow *Sutton* was better advised, and he counted that the said Henry bailed the said moneys to the said Abbat of Westminster and Richard his monk by the hands of one Cecily his grandmother on such a day in such a year &c., in such a city, in such a place &c.; and that the said Henry came to them on such a day in such a year, in such a city, in such a place, in the presence of so and so, and prayed them to pay to him the aforesaid moneys, &c. as above.—*Gosefeld* denied &c., and he repeated his previous arguments.—But at last the Abbat and his monk waged their law that they did not receive from Henry any moneys, which one Cecily ought to have paid them, and that they had none of his moneys and detained none of his moneys, as he had counted against them; and said that against Henry and his suit they were ready to make their law when the Court should award.—So to Law.

en mesmes le Abbeye ; apres quey mort le abbe. avant A.D. 1293.
dyt e Ricard sun moyn approprierunt le .iiij. .xx. mars
e .x. ver eus ; dunt meyme cety Henry sovent ad venuz
a le abbe e a Ricard sun moyne e les ad prie ke eus
luy payassent le .iiij. .xx. mars e .x. ; eus rendre ne les
voleint, ne uncore ne funt, atort e ces damages &c.—
Gosefeld deffendy tort &c. e le damage &c. ; Sire, cety
Henry est deynz age, issi ke yl ne put ley receyvere,
ne estre partye a enverement eyns ke yl seit de age;
dunt demandom Jugement sy devant sun age deyve
estre respundu. — *Suttone.* Cete accyon surde de sun
contrat demeyne ; dunt demandom Jugement sy yl ne
deit estre respundu. — *Hervy Clerc.* Vostre bref veut
ke le abbe e Ricard sun moyne vus deivent .iiij. .xx.
marcs e .x. ; e vus cuntez ke le deners furent bayles
a une Cecyle vostre aele ; issy ke le contrat fut entre
vus e cete Cessyle, e nemy entre vus e le Abbe e
Ricard sun moyne ; dunt yl semble ke vostre bref est
vicyouse pur cel paroule debet. — Lendemeyn *Suttone*
se avissa meus, e cunta ke meyme cely Henry bayla
le deners avant dyz al Abbe de Weymustre e a Ricard
sun moyne par une Cecyle sa ael le jour &c., tel an
tel vile e tel lu &c. ; dunt meyme cety Henry vint a
eus tel jour tel an, tel vile, tel lu, en la presence teuz
e teus, e lur pria ke eus luy payassent le deners avant
dyz &c. ut supra. — *Gosefeld* defendy &c. e rehersa
meyme le resones avant dyz. Mes adrein le Abbe e
sun moyn tendyrent lur ley ke nul deners ne resutrent
de Henry le queus une Cecyle lur dut aver paye, ne
nul dener de sun ne usent, ne nul dener luy detyndrent
cum yl ad [cunte] ver eus ; e contre Henry e contre sa
seute prest est a fere qant ke cete court agarde.— Ideo
ad legem.

A.D. 1293. Debt. § An Executor brought a writ of Debt against B., while he had a co-executor.—*B.* Sir, see here an acquittance from his co-executor named Robert de C. who is son and heir to the testator whose executors they are; and we pray judgment if he can demand anything, inasmuch as we have an acquittance &c. — The other could not deny this: wherefore it was adjudged that he should take nothing by his writ, &c., and that he should sue his co-executor, if he thought fit.

Entry, founded &c. § Philip Wymond brought a writ of Entry founded &c. against B., saying "into which he has not entry "except by Henry to whom William Wymond leased "it, who tortiously and without judgment disseised "one John Wymond, brother of Philip whose heir he "is since the term."—*B.* vouched to warranty Henry, who came and warranted, and said, Sir, we tell you that heretofore the said Henry came and brought a writ of Covenant against William Wymond, father of Philip, for the same tenement; and that William came and acknowledged the tenement to be the right of Henry, and released and quit-claimed it in this court, and bound himself and his heirs to warranty; and thereupon a Fine was levied: and we pray judgment, inasmuch as he would be bound to us in warranty, if another were to implead us, by the clause of warranty contained in the Fine which was levied between the said Henry and his father William, if he can have an action, in opposition to the Fine.— *Philip.* Sir, we do not demand anything on the seisin of our father William, but we do so on the seisin of our brother John; and we pray judgment, inasmuch as we do not demand anything on the seisin of our father William, if the Fine ought to be a bar to us. And on the other hand, nothing has descended to us from our father William; and we pray judgment as before.—*Henry.* And we, Sir, pray judgment, inasmuch as he is heir

§ Un Executour porta bref de dette ver B., ke aveyt co-executour. — *B.* Sire, vez issy aquitance de un sen co-executour Robert de C. par nun, fiz e heyr le testatour ky executour yl sunt; e demandom Jugement sy ren pusse demander, desi cum nus avum aquitance de &c.—Lautre ne pout cel dedire: par quey fut agarde ke yl ne preyt ren par sun bref &c., e ke yl suysyt ver sun co-executour sy yl quide ben fere. A.D. 1293. Dette.

§ Un Phelyp Wymond porta bref de Entre funde sur &c. ver B., en le ques yl nad entre sy nun par Henry a ky Willem Wymond le lessa, ky atort e sanz Jugement disseysy un Jon Wymond frere Phelyp ke heyr yl est, puys le terme. — *B.* vocha a garrantye Henry; ky vint e garrantyt, e dyt, Syre, nus vus dium ke devant ces howres meyme cety Henry vint e porta bref de Covenant ver Willem Wymond, pere Phelyp, de meyme le tenement; Willem vint e reconut le tenement estre le dreit Henry, e coes relessa e quiteclama en cete court, e obliga ly e ces heyrs a la garrantye; e sur coe se leva une fin: e demandom Jugement, desicom yl nous serreit lye a la garrantye, sy un autre nus enpledat, par la clause de garrantye contenu en la fin ke se leva par entre cety Henry e Willem sun pere, sy accion pusse aver encontre la fin. — *Phelype.* Sire, nus ne demandom ren de la seysine Willem nostre pere, eynz fesun de la seysine Jon nostre frere; e demandom Jugement, de sy cum nus ne demandom ren de la seysine Willem nostre pere, sy la fin deyt estre barre. E de autre part, ren nus est dessendu de par Willem nostre pere; e demandom Jugement cum avant.—*Henry.* Sire, Entre funde.

A.D. 1293. to his father and would be bound in warranty to us, if another were to implead us, by virtue of the clause of warranty contained in the Fine, if he can have an action in opposition to the Fine. — METINGHAM. For that it seemeth to us in this case that he can not demand anything in opposition to the Fine by which he as heir to his father would be bound to warrant against another, this Court doth adjudge he do take nothing by his writ, and that he be in mercy, &c.

Replegiari. § One Adam brought the Replegiari against Margery and against four others, for that tortiously they had taken her beasts.—*Margery*, on behalf of herself and the others, avowed the taking to be good, &c. for the reason that B. and C. are separate baronies, so that those who are of the barony of B. ought not to common with those who are of the barony of C.; and because Adam who is of the barony of B. drove his beasts into her common pasture of T. which she (Margery) holds in name of dower, as her freehold of the heritage of one Richard son and heir &c., in which place he ought not to common, she took them, as it was lawful for her to do; and thus &c.—Afterwards, during the plea, Margery died. And then came *Sutton* (for Adam) and counted against the other defendants.—And on a following day *Symond Est* said, Sir, the writ is aground, for the reason that Margery named in the writ is dead; and she heretofore in this court avowed the taking to be good on behalf of herself and all the others, for the reason that the place where the taking was made was her common pasture and her freehold which she held in name of dower of the heritage of one Richard son and heir of &c., and that because she found the beasts of Adam in her common of pasture damage &c., whereas he ought not to common there, she took them, and so she avowed the taking good. Now she is dead: wherefore the writ is aground. —*Sutton*. Not so, Sir. Our writ is a writ of Trespass

e nus Jugement, desicum yl est heyr sun pere, e nus serreit tenu a la garrantye, sy un autre nus enpledat, par la clauce de garrantye contenu en la fin, sy encontre la fin accyon pusse aver. — METINGHAM. E pur coe ke yl semble a nus par de sa ke yl ne put ren demander encontre la fyn par la quele yl serreyt ver un autre tenu a la garrantye cum le heyr sun pere, sy agarde cete court ke yl ne prengne ren par sun bref, e seit en la mercye &c. A.D. 1293.

§ Un Adam porta le Replegiare ver Margerye e ver .iiij. autres, ke atort aveynt pris ces avers.—*Margerye* pur ly a pur les autres conut la prise bone &c., par la resone ke B. e C. sunt diverse baronies, issi ke seus ke sunt de la baronye de B. ne deyvent nent communer od seus ke sont de la baronye de C.; e pur coe ke Adam [ki] est de la baronye de B. enchasa ces avers en sa commune pasture de T. ke ele tint en nun de dowere cum sun franc tenement de le heritage un Ricard fyz e heyr &c., par la ou yl ne dut communer, ele les prit cum ben ly luyt; e yssy &c.— Pus apres pendant le play Margerye morut: pus vint *Suttone* pur Adam, e cunta ver les autres. — A un autre jour *Symond Est.* Syre, le bref est a tere, par la resone ke Margerye nome en le bref est morte, ke devant ces houres en cete court auvoua la prise bone pur ly e pur touz les autres, par la resone ke le leu la ou la prise fut fete sy fut sa commune de pasture e sun franc tenement ke ele teynt en nun de dowere de le heritage un Ricard fiz e heyr &c., e pur coe ke ele trova les avers Adam en sa commune de pasture damage &c., par la ou yl ne dut communer, ele les prit; e issy auvoua la prise bone: ore est ele morte; par quey le bref est a tere. — *Suttone.* Sire, nun est. Nostre bref est de trespas funde sur le tort ke seuz nus firent ke sunt nome en le bref; par quey yl co- Replegiare.

A.D. 1293. founded on the tort which those named in the writ did to us; wherefore it behoves that they answer concerning their own trespass, and that they pray aid of the heir.—METINGHAM. How could the heir avow the taking to be good which Margery made who is dead and who held the thing as her freehold in dower? Never. The Court adjudges that &c. nothing by your writ, &c.

Venire facias.

§ One William granted the manor of C., which one Symond held for a term, to one John; and upon that grant a Fine was levied: and by force of the Fine John made Symond come into Court to know what right he claimed in the manor of C. which William granted to John by the Fine levied. Symond came and said that he claimed the fee of the manor.—*Sutton.* Sir, he had the manor for the term of ten years, with a proviso that, if he held over the term, he and his heirs should pay sixty pounds by the year.— *Warwick.* In that you admit that we may hold it to us and our heirs for sixty pounds by the year, you admit that we have the fee: and we pray judgment of your admission.— *Sutton* waived that answer, and said, Sir, at the time of the recognizance Symond held for only the term of ten years, ready, &c.— METINGHAM. Who shall have an action, if Symond claim a fee where he has only a term? —*Warwick.* Sir, William who made the recognizance, to the profit of John; for as soon as William has recovered it, John will have an action against William by virtue of the recognizance made in a court which bears record. —METINGHAM. They offer to you the averment that Symond had only a term of ten years on the day when the recognizance was made. Will you accept the averment or not?

Dower "unde nihil habet."

§ A woman brought a writ of Dower "unde nihil "habet" against Robert, which Robert made default: the land was taken into the King's hand by the Grand Cape, and he was summoned to answer on a certain day;

vent ke eus responent de lur trespas demeyne, e ke yl prient eyde de le heyr.—METINGHAM. Coment avoue-reyt le heyr la prise bone ke Margerye fit ke este morte e ke tint la chose cum sun franc tenement en dowere? Jammes. Sy agarde &c. ke &c. ren par vostre bref &c. A.D. 1293.

§ Willem granta le maner de C., le quel Symond tint a terme, a un Jon; e sur coe grant une fin se leva: par la force de la fin Jon fit Symond venyr en court a saver mun queu dreit yl clamat en le maner de C., le quel maner Willame dona e granta par fin leve a Jon. Symond vint e dit ke yl clama fee en le maner.—*Suttone.* Syre, yl aveit le maner de C. a terme de .x. anz, issy ke sy yl le teint outre le terme ke yl rendreit .lx. livres par an e ces heyrs. — *Warwyke.* En coe ke vus grantez ke nus le puyssum tenyr a nus e a noz heyrs pur .lx. livres par an a touz jours, en coe grantez vus ke nus avum fee: e demandom Jugement de vostre reconysanze.—*Suttone* weyva cel respunse, e dyt, Sire, ke Symund ne aveit le jour de la conysansse fete for ke terme de .x. anz, prest &c.—METINGHAM. Ky avera accion, sy Symund cleyme fee par la ou yl nad ke terme?—*Warwyke.* Sirre, Willem ke fit la reconisanse a le prou Jon; ke aussy tot cum Willem le eyt recoverie, Jon avera accion ver Willem par vertue de la conysansse fete en court ke porte record.—METINGHAM. Yl vus tendent le averrement ke Symund naveit ke terme de .x. anz le jour de la conysansse fete: volez le averement ou nun? Venire facias.

§ Une femme porta bref de dowere unde nil habet ver Robert, le quel Robert fit defaute; la tere prise en la meyne le Roy par la grant Cape, e yl sommuns a respundre a certeyn jour; a queu jour Robert dedit la Dowere unde nil habet.

A.D. 1293. on which day Robert denied the summons, and waged his law, and had a day to make his law; on which day he made default; whereupon the Petit Cape issued; then on the day given by the Petit Cape, one Joan the wife of Robert came and said that she was enfeoffed of the said land jointly with her husband Robert, and prayed that whatever default her husband had made might not be prejudicial to her, and that she might be received to defend her right according to the Statute. She was received, and then she vouched to warranty, by virtue of a charter, one William who was under age, whose body and lands were in ward of one Agnes; and she prayed that the guardian might be summoned.—*The Lady demandant.* We are that Agnes who is guardian; and we are here in court, and we ask by virtue of what you vouch to warranty the infant who is in our ward.—*Joan.* By this charter.—Then came *Stapleford* and attempted to withdraw from the voucher and to abate the writ; and he prayed judgment of the writ, inasmuch as she was joint feoffee with her husband and was named in the writ. —*Hertpole* You can not get to that, inasmuch as you prayed to be received and you were received and then vouched to warranty; and we, the guardian, were ready in Court and have asked by what you vouch: so we pray judgment if you can withdraw from your voucher and abate the writ.—METINGHAM said that he could not withdraw from the voucher for the purpose of abating the writ.—On the morrow, *Gosefeld* said, Sir, we have vouched the infant who is in ward to her by this charter: answer.—HERTFORD. Read the charter.—It was read; and it stated that the tenements were given to Robert and Joan and their heirs and in fee simple.—*Sutton.* We pray judgment for the demandant, by reason of Robert's default after appearance, inasmuch as by this charter he has a fee and absolute right: for if Robert and Joan his wife were divorced the land would be divided between them; wherefore we purpose to recover a moiety by his default.

sommunze, e fut a sa ley, e aveyt jour a fere sa ley ; a A.D. 1293.
queu jour yl fit defaute ; par unt le petit Cape issyt ; dunt a jour done par le petit Cape, une Jone, femme Robert, vint e dyst ke ele esteit joint feffe od Robert sun barun de meyme la tere, e pria ke quele defaute ke sun barun aveit fet ne ly fut prejudycyale, e ke ele pout estre ressu a deffendre sun dreit solum statut.[1] Ele fut ressue, e pus vocha a garrantye un Willem ke fut de deinz age, ky cors e teres furent en la garde un Anneyse, par une chartre ; e pria ke la gardeyne fut somuns. — *La femme demandante.* Nus sumes meyme cele Anneyse ky est gardeyne ; e sumes yssy en court, e demandom par quey ele voche lenfant ke est en nostre garde a garrantir.—*Lautre.* Par cete chartre.—Pus vint *Stapelford,* e tendy de aver resorty de le vocher, e aver abatu le bref, e demanda Jugement deu bref desicum ele fut joint feffe od sun barun e ne fut nent nome en le bref. — *Hertpole.*[2] A cõe ne poez avenyr, desicum vus priates de estre ressue e futes ressue, e pus vochates a garrantye ; e nus gardeyne fumes prest en court, e avum demande par quey vus vochez : dunt demandom Jugement sy vus puysset resortyr de vostre vocher e bref abatre.—METINGHAM dyt ke yl ne pout resortyr pur bref abatre.—*Gosefeld* (lendemeyn). Sire, nus avum voche lenfant ke est en sa garde par cete chartre ; repoynez.—HERTFORD. Lissez la chartre.—Fut lewe ; e voleyt ke le tenements furent donez a Robert e a Jone e a lur heyrs symplement. — *Suttone.* Nus demandom Jugement pur la demandante, de la defaute Robert apres apparance, desicum yl ad par cete chartre fee e dreit simple ; ke sy dyvorz fut fet entre Robert e Jone sa femme, la tere serreit departye entre eus ; par quey nus entendum a recoveryr la meyte par sa

[1] 13 Edw. I. (Westm. 2.) c. 3. | [2] MS. Hertford.

A.D. 1293. —METINGHAM. Will you warrant?—*Sutton* did not dare abide judgment on the default; and he warranted. And it was adjudged that the woman should hold in peace, and that the demandant should recover her dower out of the heir's land which she had in ward.—And know that she would have abated the writ if she had, before vouching, put forward the charter which she put forward after vouching. This I saw in the Salop Iter in the similar case of the widow of William Artalyn.

Note. Warranty. Note that in this case the vouchee to warranty ought to warrant while under age, and the vouchor shall not wait for the warranty until the vouchee be of age as he would under the Statute (Westm. 2. c. 40.) when a man alienates the right of his wife and the heir is vouched to warranty, in which case the tenant ought to wait for his warranty until the heir be of age.

Formedon. § Richard de Versun brought a writ of Formedon against several persons by several præcipes; and the form of the writ was this—"which Robert Duvyn gave "to Sampson Duvyn and to the heirs of his body, so "that if the said Sampson should die without heir of "his body, the aforesaid messuage land meadow and "wood should remain to Hugh Duvyn and the heirs "of his body, and which after the deaths of the said "Sampson and Hugh and of Joan the daughter and "heir of Hugh ought to descend to the aforesaid Richard, "the son and heir of Joan, by the form of the afore-"said gift, because the aforesaid Sampson &c."—Then one Agnes who was tenant in one of the præcipes made default after default; and on the day when judgment would have passed, came one Geoffrey de Chyftyntone, and said that the said tenements which were then on the point of being lost by the default after default were holden of him at the full value thereof by the year; viz., by half a mark by the year; and he prayed that he might be received to defend the tenements.—

defaute. — METINGHAM. Volez garrantir? — *Suttone* ne ossa mie demorer a Jugement sur la defaute; e garrantyt: e fut agarde ke la femme tendreit en pes, e ke la demandante recoverat sun dowere de la tere le heyr ke ele aveit en sa garde: e sachez ke ele ut abatu le bref sy ele ut mis avant le execucion[1] avant ke ele ut voche ke ele mist apres: et hoc vidi in Itinere Salopiensi de femina Willelmi de Artalyn in casu consimili. A.D. 1293.

Nota, quod isto casu ipse qui vocatus est ad warrantiam debet warrantizare infra ætatem, et vocans non morabitur ad warrentiam suam habendam usque ad ætatem vocati ad warrantiam, sicut est in casu statuti (W. secundi)[2] quando vir alienat jus uxoris suæ, et hæres vocatur ad warrantiam; in illo casu debet tenens aspectare ad habendum warrentiam suam usque ad ætatem vocati. Nota. De warrento.

§ Ricard de Versun porta bref de fourme de doun ver plusours par plusours præcipez; et fuit forma brevis talis, "quæ Robertus Duvyn dedit Sampsoni Duvyn et heredibus de corpore suo exeuntibus, ita quod si idem Sampson sine herede de corpore suo exeunte obiret, prædicta messuagium terra pratum boscus Hugoni Duvyn et heredibus de corpore suo exeuntibus remanerent, et quæ post mortem prædictorum Sampsonis Hugonis et Johanæ filiæ et heredis Hugonis prædicto Ricardo filio et heredi Johanæ descendere debent per formam donationis prædictæ, eo quod prædictus Sampson &c.—Dunt une Anneyse ke fut tenante en un præcipe fit defaute apres defaute; issy ke a jour ke Jugement dut aver passe vint un Gefrey de Chyftyntone, e dyt ke meyme le tenements ke sunt ore en point de estre perdeuz par defaute apres defaute sy sunt tenuz de ly par la verreye value par an, coe est a saver par un demy mark par an; e pria ke pout estre ressu a deffendre les tenementz.—METINGHAM. Coment sunt ces tenements Fourme de doun.

[1] Apparently a mistake for "la "chartre."

[2] The words in brackets are interlined by a later hand.

A.D. 1293. METINGHAM. How are these tenements holden of you at the full value by the year? How did you obtain them? by descent or by purchase?—*Symond Est.* Sir, one Sampson enfeoffed this Agnes to hold of him at the full value by the year; which Sampson gave the said services to one Aleyn le Clerk; Aleyn gave them to Sir Nicholas de Audeleye, and Nicholas gave them to Geoffrey de Chyftone: Geoffrey died seised; and John his son entered, and died without heir of his body, and this Geoffrey entered as brother: and thus the tenements are holden of him by the full value by the year; and he prays that he may be received.—*Warwick.* He has admitted that neither he nor any of his ancestors was ever seised of the demesne; so, no kind of reversion in the demesne can belong to this Geoffrey. And on the other hand, even if he were to be received, he could not vouch in respect of the demesne, inasmuch as neither he nor any one of his ancestors was ever seised; and inasmuch as his father was a stranger purchaser of the rent, we pray judgment of the tenant's default. —METINGHAM. Might not the tenant have alienated in fee the demesne?—*Est.* Sir, he might. — METINGHAM. For what reason then do you wish to be received to defend the fee and the demesne, since both one and the other repose in the person of the tenant?—*Est.* Sir, if we be not received we shall lose our rent; for he who demands, is demanding on a higher estate in the tenements than the estate therein which was charged: and we pray judgment if we &c.—METINGHAM said that he should not be received; and he said that if he had a right to the services he should not thereby lose the services; for (said he) if you have a right to the services and another be tenant, you can destrein that tenant as well as if this one were tenant.—The end was that they lost by the default.

Mordancester. § One A. brought an assise of Mordancester against B. C. D. and E. on the death of his father; and they were

tenuz de vus par la verrey value par an; ou par dessente ou par purchas? coment este vus avenuz?— *Symond Est.* Syre, un Sampson enfeffa cete Anneyse a tenyr de ly par la verreye value par an; le quel Sampson dona meyme les services a un Aleyn le Clerk; Aleyn les dona a Syre Nycholas de Audeleye; Nycholas a Geffrey de Chyftone. Geffrey mourt seysy; Jon sun fyz entra, morut Jon sanz heyr de sun cors, e cety Geffrey entra cum frere: e issy sunt les tenements tenuz de ly pur la verrey value par an; e prie ke yl serreit ressu.— *Warwyke.* Yl ad conu ke yl ne fut unkes seysy de le demeyne, ne nul de ces ancestres; dunt nul maner revercyoun de le demeyne ne pout estre a cety Geffrey. E de autre part, tut fut yl ressu, yl ne pout vocher de le demeyn, desycom yl ne fut unkes seysy ne ces ancestres; e desicom sun pere fut estrange purchasour de la rente, demandom Jugement de la defaute le tenaunt.—METINGHAM. Ne pout le tenaunt aver alyene en fee le demeyne? — *Est.* Sire, sy pout. — METINGHAM. Par quele resone volez vus dunke estre ressu a defendre le fee e le demeyn; de pus ke lun e lautre reposse en la persone le tenaunt. — *Est.* Sire, sy nus ne seum ressu nus perderum nostre rente; kar cely ke demande, demande de plus haut estat ke les tenements furent chargez; e demandom Jugement sy nus &c.—METINGHAM dyt ke yl ne serreit nent ressu; e dyt ke sy yl ut dreit a les servyces, pur coe ne perdereit yl ces services; ke vus poez destreindre le tenaunt aussy ben sy vus avez dreit a les services sy un autre seit tenaunt cum sy cety fut tenaunt: e adrein furent perdeuz par la defaute. A.D. 1293.

§ Un A. porta le assise de mordancestre ver B. C. D. E. de la morte sun pere; e furent sommuns, B. qui tan- Mordancestre.

A.D. 1293. summoned in this way, viz., "B. who holds so much" and "C. who holds so much," and so on of the others. —*B.* answered that of the half acre (no more than that was demanded) now demanded against him he was enfeoffed jointly with Morice, on whose death &c., to hold to them and their heirs, and that the said land accrued to him by reason of the joint feoffment; and that Morice died seised in this wise and not otherwise, ready &c. by the assise. — *C.* alleged non-tenure of part of that demanded against him, and he prayed judgment of the writ.—*Sutton.* You can not allege non-tenure without giving a tenant. — Then *C.* assigned a tenant and prayed the assise.—*D.* said this was a possessory writ which was to be brought on the death of the last seised of the same blood; and (said he) we tell you that Morice had a son named William, older than Adam, who after the death of Morice entered as son and heir, and was seised and who alienated: judgment of the writ.—*E.*, in respect of what was demanded against him, vouched to warranty one F. who was summoned against a certain day; on which day E. withdrew from his voucher, and gave the same answer as D. did.—ROUBURY. For that the Court has been troubled, in that the warrant whom you vouched was summoned, you shall be in mercy.—And he was amerced.—*Sutton.* You ought not to have the benefit of the plea of "last "seised," if you do not say that he by whose seisin who intend to abate the writ was the next heir to him on whose death &c.; and this you have not said: judgment. And on the other hand, we tell you that neither his quit-claim nor his felony &c.; so we pray judgment if by reason of his seisin the assise ought to tarry.—*Wileby.* Sir, by the exception of "last seised" he can not abate our writ, if we can not have an action on his death; but on his death we can not have an action: judgment if &c. And whereas he says that he (William) entered as son and heir, we say Not as son and heir,

tum tenet, e sommuns C. qui tantum, et sic de aliis.— A.D. 1293.
B. respondy (plus non fuit petitum nisi ipsum)[1] ke une demy acre de tere ke est ore ver ly demande sy fut yl jointement feffe od Moriz, de ky mort &c., a eus e a lur heyrs, issy ke meyme cete tere est ore achey a ly par la resone de le joint feffement ; e yssy morut Moriz seysy e nun pas autrement, prest &c. par lasyse. —*C.* alegga nun tenue de partye ke fut demande ver ly, e demanda Jugement deu bref.— *Suttone.* Vus ne poez alegger nun tenue sy vus ne donez tenant.— Yl assigna tenant e pria la assise.—*D.* dyt ke ceo fut un bref de possession ke voleit estre porte de le drein seysi de meyme le sang ; e vus diom ke Moriz aveit un fyz Willem par nun, eyne ke Adam, ke entra apres la mort Moriz cum fiz e heyr, e fut seysy e alyena. Jugement deu bref.—*E.* vocha, de la demande fete ver ly, a garrantye un F. ke fut sommuns encontre un certyn jour ; a queu jour E. resorty de sun vocher, e dona meyme le respunse ke fet D.—ROUBURY. Pur coe ke la court est travayle, en coe ke le garrant ke vus vochez fut sommuns, vus serrez en la mercye.—Et fuit. —*Suttone.* Avauntage de drein seysine ne devez aver, sy vus ne dyez ke cety par ky seysine vus byez le bref abatre fut le pluys prochein heyr a cety de ky mort &c. ; e coe ne deites vus point. Jugement. E de autre part, nus dium ke sa quietclamance ne sa felonye &c. ; dunt demandom [jugement] sy par sa seysine assise deive targer.—*Wileby.* Sire, par excepciun de drein seysine ne put yl nostre bref abatre, sy nus ne porrum aver accion de sa mort ; mes de sa mort accion ne porrum nus aver ; Jugement sy &c. : e par la ou yl dyt ke yl entra cum fiz e heyr &c., nent cum fiz e heyr, prest.

[1] In the margin.

A.D. 1293. ready &c.—And the other side said the contrary.—So to the Assise.—THE ASSISE came and said as B. had said, and also as C. had said. Wherefore they were bidden Adieu without day; and A., as to them, was in mercy. And as to D. and E., they said that William entered as eldest son and heir of Morice, and that he entered as next heir.—ROUBURY. How do you say that he was next heir?—THE ASSISE. For the reason that he was born and begotten of the same father and mother, and that his father on his death-bed acknowledged him to be his son and heir.—ROUBURY. You shall tell us in another way how he was next heir, or you shall remain shut up without eating or drinking until to-morrow morning.—And then THE ASSISE said that he was born before the solemnization of the marriage, but after the betrothal.—ROUBURY. What do you say about the damages, in case the Court should award that A. do recover his damages?—THE ASSISE. Sir, twenty shillings. —And then He asked them how long William remained seised. And they said, Ten days.—ROUBURY. Await your judgment.

Novel Disseisin.

§ Henry de Guldeford brought the Novel Disseisin against Sir John Tergot and others, and put in his View one messuage &c.—*Toutheby.* Sir, Sir John answers for himself and for all the others, and says that he claims neither fee nor freehold in the thing demanded except wardship by reason of the non-age of William the son and heir of Geoffrey de Maubank who held of him by knight-service, and William is not named in the writ: judgment of the writ.—*Bradestoke.* Sir, he ought not for that reason to abate our writ or put off the assise; for we tell you that Geoffrey de Maubank heretofore held of Sir John Tergot by knight-service; which Geoffrey enfeoffed one John le Blound of the said tenements. Sir John Tergot was wrath with John le Blond because he entered his fee without per-

—E lautre le revers.—Ideo ad assisam.—LE ASSISE vint e dyt ausy cum B. aveyt dyt, e aussy cum C. aveyt dyt: par quey fut agarde ke eus alasent a deu sanz jour; e A. qant a eus en la mercye. E qant a D. e a E. desseynt ke Willem entra cum fiz e hyr Moryz, e eyne, e cum plus procheyn heyr.—ROUBURY. Coment dytes vus ke yl est plus procheyn heyr?—LASSISE. Par la resone ke yl est nee e engendre de meyme le pere e de meyme la mere, e ke sun pere en sun mal moriant reconut ke yl fut sun fiz e sun heyr. —ROUEBURY. Vus nus dirrez en un autre manere coment yl est plus procheyn heyr, ou vus demorrez sanz manger e beyre jekes demeyn matyn enclos.—E pus dyseyent ke yl naquit devant la solempnete e de deins la fiance done.—ROUYEBURY. Quey dytes vus de damage, sy la court agarde ke A. recovere ses damages. —LASSISE. Syre .xx. souz.—E pus demanda cum ben W. demora seysy einz ke yl alyena. E yl dyseyent .x. jours.—ROUBURY. Agardet vus Jugement. A.D. 1293.

§ Henry de Guldeford porta le novele disseysine ver Sire Jon Tergot e autres, e myt en sa veue un mes &c.—*Thouyeby.* Syre Jon, Syre, respunt pur ly e pur touz les autres, e dyt ke yl ne cleyme fee ne franc tenement en la chosse sy garde nun par le nun age Willem fiz e heyr Geffrey de Maubank ke de ly tynt par service de chevaler, nent nome en le bref: Jugement deu bref.—*Bradestoke.* Sire, par cete resone ne deyt nostre bref abatre ne lassise targer; ke nus vus dium ke Geffrey de Maubank en akun tens si teynt de Sire Jon Tergot par service de chevaler, le quel Geffrey enfeffa un Jon le Blound de meyme ces tenements. Sire Jon Tergot se corousa ver Jon le Blond Novele Disseysine.

A.D. 1293. mission; so that John le Blond went to Sir John Tergot and gave him a thousand marks to have his good will, and Sir John Tergot executed to him a writing of grant and confirmation: then John le Blond enfeoffed Geoffrey de Maubank and Maud his wife of the said tenements to hold to them and their heirs; Maud survived Geoffrey, by whose death all the right accrued to Maud because they were joint feoffees. Maud granted the same tenements to Henry de Guldeford for the term of Henry's life, and Henry was seised by virtue of that grant until by Sir John Tergot and the others named &c. he was disseised; and we pray the assise.—*Toutheby.* Sir, you can not yet go to this assise, for the reason that the party would dereign the infant's freehold, if the assise were to pass against us without the infant being party to the assise; and that would be a hardship. And for another reason, if you were to go to this assise, you would be trying the right of wardship by this writ of Novel Disseisin, which thing would be inconvenient, namely, to try a thing which lies in the Right by this writ of Novel Disseisin, which makes mention only of the freehold. And on the other hand, if you take this assise, and it should pass against us, there is no tenant who can bring the Attaint; and we pray judgment if you can go to this assise without joining in the writ the infant to whom the freehold belongs. — EUENEFELD. You have nothing to bar the assise except that you hold the tenement in name of wardship; and they tell you that you can not hold or claim in name of wardship; and in verification thereof they put forward your deed and pray the assise; therefore we will enquire the truth by the assise.—THE ASSISE came and told the same tale as *Bradestoke* did; and said that Henry de Guldeford was seised by virtue of the lease from Maud until he was disseised by Sir John Tergot and the others with force and arms; and they taxed the damages &c. — And therefore it was

ke yl fut entre sun fee sanz cunge; issy ke Jon de A.D. 1293.
Blond se aprochasa a Sire Jon Tergot e ly dona .m. mars pur sa volunte, e Sire Jon Tergot ly fyt un escrit de grant e confermement: pus Jon le Blond enfeffa de meyme les tenements Geffrey de Maubank e Maud sa femme a eus e a lur heyrs; Maud survesquit Geffrey, par qy mort tot le dreit acrut a Maud, pur coe ke yl furent joint feffes. Maud granta meyme le tenements a Henry de Guldeforde a terme de la vie Henry; Henri seysi par tel grant si la ke par Sire Jon Tergot e les autres nomez &c. fut dyseysy: lassise.[1]— *Thoyeby.* Sire, uncore ne poez a cest assise aler, par la resone ke la partye dereynereyt le franc tenement lenfaunt sy lassise passat encontre nus sanz ceo ke lenfaunt fut partye a lassise; e coe serreyt duresse. E par autre resone, sy vus alacet a cet assise, sy ensuereit ke vus detrierez la dreit de la garde par cety bref de novele disseysine, la quele chosse serreit inconvenient a detrier chosse ke est en le dreit par cety bref de novele desseysine ke ne fet mencyon fors de franc tenement. E de autre part, si vus pernez cet assyce e ele passe encontre nus, yl ny ad nul tenaunt ke porra porter le ateynte; e demandom Jugement sy vus pussez a cet assise aler sauz joyndre lenfant en le bref a ky le franc tenement est. — EUENEFELD.[2] Vus ne avez autre chosse a barrer lassise for ke vus tenez le tenement en nun de garde; e yl vus dient ke en nun de garde ne poez vus tenyr ne clamer; e a coe averer mettent avant vostre fet a prient lassise: e pur coe nus enquerrum la verite par lassise.—LASSISE vint e cunta meyme le cunte ke *Bradestoke* aveyt dyt, e dyt ke Henry de Guldeford fut seysy par le les Maud sy la ke yl fut disseysy par Sire Jon Tergot e les autres a force e as armes; e taxerent ses damages

[1] MS. la seysine.

[2] In 21 Edw. I., Henry de Eynefeld was Justice in Eyre for Cornwall and other counties. See Foss (Judges of England, 3. 88).

A.D. 1293. adjudged that Henry should recover his seisin and his damages against Sir John Tergot, and that Sir John should go to prison for coming with force and arms. And then the Assise was recalled and asked whether Sir John entered as taking the tenement for himself or the infant.—THE ASSISE said that he came with force and arms and broke the gates and cut the meadows and carried off the hay, and that those did not seem to be the acts of a guardian.—And some people said that the Assise ought to have been charged on that point at the beginning (which is true); for if it had been found that he entered as taking the freehold on behalf of the infant the Judge must have decided the other way; so the serjeants said.

Novel Disseisin. § Land was given to Robert and Ellen in frank-marriage. Ellen had issue by Robert a son named William; Robert died; Ellen took another husband named Richard, who begot a child on Ellen, before the Statute. Ellen died seised after the Statute. William the son by the first husband entered after the death of his mother. Richard the second husband brought the Novel Disseisin against William, saying that tortiously &c. William said that he had committed no tort; for the reason that it was the heritage of his mother, and that his mother died seised, and that after her death he entered as her next heir, and thus had committed no tort &c.; and he prayed the assise: and Richard prayed it likewise.—THE ASSISE came and told the same tale as above.—*Opton.* Sir, if Ellen had alienated after the Statute we could have had our recovery, albeit the gift was made before the Statute; and we pray judgment if he who is the second husband can after the Statute demand anything by the law (*i.e.* curtesy) of England. —*Toutheby.* What do you answer to the fact that a freehold accrued to Richard before the Statute by reason of the child which Ellen had by him.—THE JUSTICE.

&c.—E pur coe fut agarde ke Henry recoverat sa seysine ver Sire Jon Tergot e ces damages, e Jon en la mercye, e le cors a la prison pur le venyr a force e as armys. E pus fut lassise remande, e demande le quel Sire Jon entra en appropriant le franc tenement al enfant ou a ly meyme.—LASSISE dyt ke yl vint od force e as armes e debrusa le portes e faucha les pres e enporta les feynz, e ke coe ne fut pas singne de gardeyn: e akune gent dyseyent ke lassise dut aver este charge sur cel point a commencement (quod verum est); ke sy yl ut este trove ke yl entra en apropriant le franc tenement al enfant yl covendreit ke yl ut reverse sun Jugement, sicum les serjans dyseyent. A.D. 1293.

§ Un tere fut done a un Robert e Eleyne en franc mariage; Eleyne aveit yssue par Robert un Willem par nun; Robert se lessa moryr; Eleyne prit un Ricard a barun, ky engendra de Eleyne un enfant devaunt le statut.[1] Eleyne morut pus le statut seysye; Willem fiz le primer baron entra apres la mort sa mere; Ricard le secund barun porta le novele disseysine ver Willem, ke atort &c. Willem dyt ke yl ne avet nul tort fet, par la resone ke coe fut le heritage sa mere, e ke sa mere morut seysye, e ke yl apres sa mort entra cum plus procheyn heyr, e issy ne fit yl nul tort &c.; e pria lassise; e Ricard aussy.—LASSISE vint e cunta aussy cum avant est dyt.—*Optone.* Sire, sy Eleyne ut alyene pus le statut nus porrum aver nostre recoveryr tot fusse yssy ke le don fut fet devant le statut; e demandom Jugement sy yl ke est le secunde barun puysse ren apres le statut fet demander par la ley de Engletere.—*Thouyeby.* Quey reponez vus a coe, ke le franc tenement fut acru en la persone Ricard devant le statut par lenfant ke Eleyne aveyt par Novele Disseysine.

[1] 13 Edw. I. (Westm. 2.) c. i.

A.D. 1293. What do you say about the damages, in case the Court adjudges that he has been disseised. — THE ASSISE. Sir, two marks.

Venire facias and Quid juris clamat.

§ A man enfeoffed another man and his wife of some land, to hold to them and the heirs of their two bodies by a certain service. The feoffor sold to another person a parcel of his land together with the aforesaid services; and the same feoffor came into the Court of our Lord the King by a writ of Warranty of Charter, and acknowledged the parcel of land together with the services of his tenant to be the right of the feoffee; after which acknowledgment the tenant died before he came into court, so that he did not attorn to the feoffee; and he left his son under age. The question is whether the feoffor or the feoffee shall have the services until the infant comes of age; for the infant can not attorn while he is under age, nor can his mother who was joint feoffee with her husband attorn to the prejudice of the infant.—*Sutton* (for the feoffor). In every kind of feoffment the feoffor remains seised until the feoffee be put in seisin by him or by his attorney; but in this case the feoffee is not seised; and that is by reason of the tenant's death; so, the services remain to the feoffor, because no action has accrued to the feoffee. And on the other hand, in a Taking of Beasts, the feoffor may avow the taking good for services in arrear to him, on his own seisin. —*Asseby*. By the acknowledgment which the feoffor made in a Court which bears record he thoroughly ousted himself of the aforesaid services, for the reason that after the acknowledgment was made it was for the feoffee to sue out a writ of summons to make the tenant come into court &c. And although it might so happen that the feoffor was dead, yet for all that the attornment shall not be delayed after the acknowledg-

ly.—La Justice. Quey dites vus de damage, si la court agarde ke yl y ad disseysy.—Lassise. Sire, deux mars. A.D. 1293.

§ Un home feffe un autre de une tere e sa femme a eus e la lur heyrs de lur deuz cors issanz pur un serteyn cervice par an: le feffour vent a un autre une pane de sa tere ensemblement od les services avant dyz; le queu feffour vint en la court nostre seynur le Roy par bref de garrantye de chartre, e reconut la pane de tere ensemblement od les services sun tenant estre le dreit le feffe: apres la quele conysance le tenant murt avant coe ke yl vinge en court, issy ke yl ne se atorna pas a le feffe, sun fyz deinz age: ore est la demande le quel le feffour avera les services jekes al age lenfant ou le feffe; ke lenfant ne put a nuly tornir tant com yl est de deynz age, ne sa mere joint feffe od sun barun en prejudice del enfant.—*Suttone* (pur le feffour). En chekune manere de feffement sy est le feffour seysy jekes le feffe seyt mis en seysine par ly ou par sun aturne; mes en coe cas le feffe neyt pas seysy; e coe est pur la mort le tenant: dunt demurent les services au feffour, pur coe ke nul accion neyt acru a le feffe. E de autre part, en prise des avers le feffour put avouwer la prise bone pur services ke arere luy sunt de sa seysine demeyne. —*Asseby.* Par la reconysanse ke le feffour fit en court ke porte record yl se ousta pleynement des services avant dyz, par la resone ke apres la reconysanz fete, en le feffe est a suyre bref de somons a fere venir le tenant en court &c. E tut fut yl issy ke le feffour fut mort, ia pur coe ne targereit le atornement apres

Venire facias et quid juris clamat.

A.D. 1293. ment has been made; (this is true, because the feoffor did all that he could:) then, after the acknowledgment was made the entire right to the services remained in the person of the feoffee, because it was for him to receive the services at the hands of the tenant. And as to what you say, that the woman can not attorn to the prejudice of the infant, I saw the contrary in a writ brought for Waste done in the heritage of Roger Scotre; for she who held in dower was there driven to answer, to him to whom the acknowledg ment was made, for the waste committed after the acknowledgment, and not only for the waste committed after the attornment but also for the waste committed before. (This is true.) And as to the avowry, I tell you that the acknowledgment made in a court which bears record shall be a bar to him who makes the acknowledgment from making avowry on his own seisin for the same services in respect of which the acknowledgment was made; for these services he has given to a stranger.

Novel Disseisin.

§ Sir Philip Burnel brought up the Novel Disseisin against Gilbert de Clare Earl of Gloucester and others. The Earl, by his bailiff, answered for himself and the others, and said that he claimed no fee nor freehold in the tenements except Wardship for the non-age of Bartholomew, son and heir of Joan de St. Michel, who was not named in the writ; and he prayed judgment.—*Sutton.* Sir, the assise ought not to tarry on that ground; for we tell you that one Maud who held these tenements in dower leased the same tenement to Robert Burnel for his life, and that Robert Burnel, being seised, obtained a quit-claim from Thomas, the son of Thomas de Heyham, to whom the reversion after Maud's death belonged: and the said Robert Burnel continued that estate during the whole of his life, and died seised; after whose death the Escheator

la conyssanze fete; (quod est verum quia feoffator fecit quod potuit:) dunt tut dreit des services demora apres la conyssanze fete en la persone le feffe, par quey le services sunt le suns a reseyver par my le meins le tenant. E a coe ke vus dytes ke la feme ne se put atorner en prejudice de lenfaunt, joe vye le contrarie en un bref de Wast fet en le herytage Roger Scotre; kar ele ke tynt en dowere fut chace a respundre a cely a ky la reconysanze fut fete pur le vast fet apres la reconysanze, e nun pas soulement de vast fet apres le atornement mes de vast fet avant (quod clarum est). E [kant a] la avowement vus dy ke la reconysanze fete en court ke porte record serra barre a cely ky fet la reconysanze de fere avowement de sa seysine demeyne de meme les services de queus la reconysanze fut fete; kar ces services aveyt yl done e grante a un estrange houme. A.D. 1293.

§ Sire Phelyp Burnel porta la Novele Disseysine ver Gilbert de Clare Cunte de G[loucestre] e ver autres.— Le Cunte respundy par baylyf pur ly e les autres, e dyt ke yl ne clama fee ne franc tenement en le tenemenz for de garde par le nun age Bartlameu fyz e heyr Jone de Seint Mychel, nent nome en le bref; Jugement.—*Suttone.* Sire, par cete resone ne deyt lassise targer; ke nus vus diom ke une Maud ke ces tenemenz tynt en dowere lessa meyme le tenement a sa vye a Robert Burnel, issy ke Robert Burnel purchassa une quite clamance de Thomas le fyz Thomas de Heyham, a ky la reversion fut apres la mort Maud en sa seysine. E meyme cely Robert Burnel cel estat continua tote sa vie, e morut seysy; apres ky mort le eschatour nostre Novele Disseysine.

A.D. 1293. of our Lord the King entered and delivered seisin to us as next heir; and thus we were seised until we were disseised by the Earl and the others named; and we pray the assise.—*Bradestoke.* As to your statement that your ancestor Robert Burnel, whose heir you are, received these tenements by lease from Maud, you can not say that; for see here the said Robert's deed which witnesses that he received these tenements by lease from Joan our tenant for his life, so that the said tenements ought to revert to Joan and her heirs after the death of Robert; (and he put forward Robert's deed which witnessed it;) and we pray judgment of the writ.—The writ still is pending.

Quare Impedit. § One A. brought the Quare Impedit against Henry Abbot, and said that he tortiously disturbed him from presenting a fit parson to the chapel of C., which was vacant and the presentation whereto belonged to him, for the reason that one William presented last to the said chapel his clerk named Mark, who on his presentation was received &c.; and that from William the right to the advowson descended to John as son and heir; which John enfeoffed the said Adam of the manor of C. with the appurtenances, to which manor the advowson of the said chapel is appendant; which Mark died; by whose death the chapel is now vacant, and so the presentation belongs to him: now the said Henry disturbs him tortiously and to his damage &c.—(Note that there is one kind of chapel appendant to the Mother Church, and another kind of several chapel the advowson of which is appendant to a manor, as in this case.) —*Warwick* denied tort and force and the damages, and said that the chapel was full and well supplied for ten years before the purchase of the writ; and (said he) we pray judgment of the writ. — *Gosefeld.* On whose presentation and of whom is it full? — *Warwick.* Of one William de Berkeley, who was presented by one William

seynur le Roy entra e nus lyvera la seysine cum a pluys procheyn heyr; e issy fumes nus seysy sy la ke par le Cunte e les autres nomez fumes disseysy; lassise.—*Bradestoke.* A coe ke vus dytes ke Robert Burnel vostre ancestre, ky heyr vus eytes, ressut ces tenementz deu les Maud, coe ne poez vus dyre; ke veez issy le fet meyme cely Robert ke teymoyne ke yl ressut ces tenemens deu les Jone nostre tenante a terme de sa vye, yssy ke meyme le tenements dussent revertyr a Jone e a ces heyrs apres la mort Robert; (e bota avant le fet Robert ke coe temonya;) e demandom Jugement deu bref:—pendet. A.D. 1293.

§ Un A. porta le quare impedit ver Henri Abbat, e dyt ke atort luy desturbe presenter covenable persone a la Chapele de C. ke voyde est e ke a sun presentement apent, par la resone ke un Willem presenta drein a meyme cele Chapele un sun clerk Mark par nun, ke a sun presentement fut ressu &c.; de Willem dessendy le dreit de lavouesun a Jon cum a fiz e heyr; le queu Jon enfeffa meyme cety Adam de le manere de C. od les apurtynanse, a queu maner la avoweson de meyme cele chapele est apendant; le queu Mark morut; par ky mort la chapele est ore voyde, e issy le presentement a ly apent: dunt meyme cety H.[1] atort luy desturbe e a ces damages. (Nota, ke yl y a chapele apendant a mere Esglice, e ily a chapele severale dunt la voweson apent a le maner, cum en coe cas).—*Warwyke* deffendi tort e force e les damages, e dit ke la Chapele fut pleyne e cunceyle .x. anz avant le bref purchace, e demandom Jugement deu bref.—*Gosefeld.* De ky presentement e de ky pleyne?—*Warwyke.* De un Willem de Berkeleie ke fut presente par un Willem Quare Impedit.

[1] MS. B.

A.D. 1293. Abbot our grandfather to the church of Warseleye; which William was received and instituted by the Bishop; and so, the chapel is full of the said William, it being appendant to his church of Warseleye.—*Gosefeld.* Not appendant to his church of Warseleye, ready &c.—*Warwick.* What do you answer to the plenarty? —*Gosefeld.* There is no need to answer, since I offer to aver that it is not appendant; and you ground your title on the appendancy. And on the other hand, we offer to aver that the said William was not ever presented to that chapel; and so the chapel is not full either by presentation thereto or as appendant: judgment if he can allege plenarty.—METINGHAM. If your feoffor were to bring the Darrein Presentement against Abbot, would he not have the same exception of plenarty? I think that he would. Why then not against you?—*Gosefeld.* If one were to bring the Quare Impedit against a man in religion, and he were to answer that the church was full and well supplied of themselves and on their own presentation, it would be necessary that he should shew some specialty to certify the Court thereof.—METINGHAM. That remark is not apposite; for Henry does not say that the chapel is full of himself.—*Warwick.* Their writ states that the church is vacant; and we will aver that it is full; which averment they refuse: judgment.—*Gosefeld.* Sir, he takes his title from the appendancy, saying that it is full as being appendant to the church of Warseleye; and we will aver that it is not full as appendant to the church of Warseleye, ready &c.; and we pray judgment, if they refuse the averment.—So to judgment.

Right. § The Abbat de la Bruere brought a writ of Right against the Prior of the Friars Preachers of London, in the Guildhall. The Prior took his delays, and vouched a foreign to warranty by virtue of the Statute of Gloucester. The warrant was summoned, and died before entering

Abbot nostre ael a le Esglyce de Warsseleie; le quel A.D. 1293.
Willem fut ressu e institut de Eveyke; e yssy est la chapele de meyme cely Willem cum apendant a sa Esglice de Waysseleye.—*Gosefeld.* Nent apendant a sa Esglyce de Waysseleye, prest &c.—*Warwyke.* Quey responez vus a la plenerte?—*Gosefeld.* Coe neyt meyter, de pus ke joe voyl averer ke ele nest apendant; e vus pernez vostre title de le apendance. E de autre part, nus volum averer ke meyme cely Willem ne fut unkes presente a cele Chapele; e yssy la Chapele neit pleyne ne par presentement ne com apendant: Jugement sy yl puysse plenerte alegger.—METINGHAM. Sy vostre feffour portat le drein present ver Abbot, ne avereyt yl pas meyme la excepcyon de la plenerte? joe entenk ke sy avereyt: pur quey dunke nent contre vus?—*Gosefeld.* Sy home portat le quare impedit ver home de relygyon, e yl repundesit ke la Esglice fut pleyne e concyle de eus meymes e de lur presentement, y covendreit ke yl demustrat akun especyaute pur certifier la court.—METINGHAM. Vus ne apportez pas a dreit; ke Henry ne dyt pas ke la Chapele est pleyne de ly meymes.—*Warwyke.* Lour bref veut ke le Esglice est voyde; e nus volum averer ke pleyne; le quel averement yl refusent: Jugement.—*Gosefeld.* Sire, yl prent sun title de le apendance, ke ele est pleyne cum apendant a la Esglice de Waysseleye; e nus volum averer ke nent pleyne cum apendant a le Esglice de Waysseleye, prest; e demandom Jugement sy yl le refusent.—Ideo ad Judicium.

§ Le Abbe de la Bruere porta bref de dreit ver le priour de le freres prechours de Loundres en la Gildehale. Le priour prent ces delayes, e voucha a garrantye un foreyn par vertue de la Estatut de Gloucestre.[1] Le garant somuns morut avant coe ke yl garrantyt; De Dreyt.

[1] 6 Edw. I. c. 12.

A.D. 1293. to warranty ; whereby the parol demurred without day: then the parol was brought into Court by resummons at the octaves of St. John ; on which day the Abbat counted anew against the Prior, and offered suit and proof.—The Prior denied tort and force and the right of the Abbat and the right of his church ; and he said that this was a writ which came out of the Guildhall, and which ought to be counted on according to the customs of the city [of London] ; and (said he) they have counted at common law and have offered suit and proof; judgment if on that count they ought to be answered. — *Sutton.* Sir, heretofore in this court they answered to that count ; so we do not think that he can abate the count.—*Warwick.* Sir, we tell you that the tenement now in demand was surrendered into the King's hands ; and the King, while it was in his hands, granted and confirmed for him and his heirs to us the Friars Preachers of London the aforesaid tenement in pure and perpetual alms ; so we can not answer without the King. — And he put forward the King's charter which witnessed this. (By this note that, the King can not be vouched to warranty.)—*Sutton.* You ought not to be received to that answer; for you heretofore answered in this court without praying aid of the King; and you vouched to warranty, and thereby you deputed your entire answer to the mouth of another person : so we pray judgment if you can now have aid of the King. —*Warwick.* When the parol demurs without day by reason of the death of the vouchee and is afterwards revived by resummons, I think that I shall be received to give a new answer, or to vouch anew, or to give an answer in chief: and inasmuch as we are in the same position, we pray judgment.—HERTFORD (JUSTICE). You say now that you can not answer without the King. It is one thing to say I can not answer, and another thing to give an answer : and you have vouched, and have thus given an answer. — *Warwick.* If we had made

par unt la parole demora sauns jour: pus fut la parole A.D. 1293.
par resomuns en la court as utavz de la Seint Jon; a queu jour le Abbe cunta ver le priour de novel, e tendy sute e derene. — Le Priour defendy tort e force e le dreit le Abbe e le dreit de sa Esglise &c.; e dyt ke coe fut un bref ke vint hors de Gylthale ke veut estre cunte solom les usages de la cyte, e yl unt cunte a la comune ley e tendu sute e dereyne; Jugement sy a teu cunte deyve estre respundu. — *Suttone.* Sire, autrefez sy en cete court sy unt yl respundu a teu cunte; dunt ne entendum pas ke yl puysse cunte abatre.—*Warwyke.* Sire, nus vus dyom ke le tenement ke est ore demande fut rendu en la meyn le Roy, e le Roy hors de sa meyn nus granta e conferma, pur ly e ces heyrs a frere prechours de Lundres meyme le tenement avantdyz en pure e en perpetuel aumoyne; dunt nus ne poum sanz le Roy respundre: e mit avant la chartre le Roy ke coe temoyna. (Nota per hoc quod Rex non potest vocari ad warrantiam.)—*Suttone.* A teu respunse ne devez estre ressu; ke autrefez respundytes vus en cete court sanz prier eyde deu Roy; e vochates a garrantye, e par tant meytes tut vostre respunse en autre bouche: dunt demandom Jugement sy eyde ore pussez aver deu Roy.—*Warwyke.* Par la ou la parole demora sanz jour par la mort le voche, e pus la resomuns fut ressussite, joe entenk ke joe serroy ressu a novel respunse ou a vocher de novel ou a doner chef respunse: e desycom nus sumes ore en meyme le cas, demandom Jugement.—HERTFORD (JUSTICE). Vus dites ore ke vus ne poez respundre sanz le Rei; e une chosse est joe ne pusse respondre, e un autre a doner respunse; e vus avez voche, e issy done respunse.—*Warwyke.* Sy

A.D. 1293. default after appearance and thereupon the Petit Cape had issued, and they had come into court on the day given by the Petit Cape and had counted anew against us without in the first instance holding to the default, I think that they would have lost all manner of advantage which they might have had by reason of the default: so in this case, inasmuch as they have counted anew against us.—*Sutton.* Sir, we have counted against them, and we have offered suit and proof, to which they answer nothing; judgment of them as of undefended.—METINGHAM. As to your statement that the Prior of the Friars Preachers claims to hold in pure and perpetual alms by grant from the King, the Abbat claims in the same manner. But now some think that the Prior has gained an advantage by reason that they have counted anew against the Prior; and on that point we will take further consideration.

Entry "cui in vita."

§ Flora who was the wife of Richard Penryn brought a writ of Entry 'cui in vita &c.' against Henry de Kaydrepedon and Joan his wife.—Henry and Joan vouched to warranty Richard Kynyel; which Richard made default after appearance, whereupon the Petit "Cape ad valentiam" issued and was returned; and then the tenant would not prosecute the default against his warrant or pray judgment of the default; and this was done by collusion between the tenant and the vouchee in order to delay the demandant; wherefore the demandant prayed judgment of the nonsuit of the tenant.—*Sutton.* See here Richard, who has warranted; count against him.—METINGHAM. Save your default which you made after appearance; for every default after appearance gives seisin if it can not be saved; therefore answer whether you made default after appearance in this court or not.—*Sutton.* True it is that default after appearance, unless it can be saved, gives seisin, where a party to the plea makes default after appear-

nus usom fet defaute apres aparance yssy ke le petit cape fut issu, e eus venissent en court a jour done par le petyt cape e cuntassent de novel ver nus sanz prendre a la defaute a commensement, joe entenke ke yl ussent perdeuz tote manere de avantage ke yl porreyent aver heu par la defaute: aussy de cete part, desicom yl unt cunte de novel ver nus.—*Suttone.* Sire, nus avum cunte ver euz, e avum tendu sute e derene, a quey eus ne respounent ren; Jugement de eus cum de nun defendu.—METINGHAM. Qant a coe ke vus dytes ke le priour de frere prechours cleyme tenyr en pure e en perpetuel aumoyne deu grant le Roy, aussint la cleyme le Abbe; mes ore semble yl a akun gent ke avantage est acru au priour par la resone ke yl unt de novel cunte ver le priour; e de coe sy volum estre meuz avyse. A.D. 1293.

§ Floure ke fut la femme Ricard Penryn porta bref de Entre cuy in vita &c. ver Henry de Kaydrepedon e Jone sa feme.—Henry e Jone voucherent a garrantye Ricard Kynyel; le quel Ricard fit defaute apres aparance, par quey le petyt Cape ad valentiam issit e fut retorne; dunke ne vodereit le tenaunt suyre ver sun garrant la defaute, ne Jugement demander de la defaute, pur delayer le demandaunt par collusioun entre le tenaunt e le vouche; par quey le demandaunt demanda Jugement de la nun suyte le tenaunt.—*Suttone.* Veez issy Ricard ky ad garranty; cuntez ver ly.—METINGHAM. Savez vostre defaute ke vus avez fet apres aparance; ke chekune defaute fete apres aparance doune seysine, sy ele ne pusse estre sane; e pur coe responet le quel vus feytes defaute apres aparance en cete court ou nun.—*Suttone.* Sire, verite est ke defaute apres aparance doune seysine sy ele ne put estre save par la ou partye du play fet defaute apres aparance; Entre cui in vita.

A.D. 1293. ance; but we never entered into warranty until now; therefore we are only just now party in the plea; and now we are in court ready to warrant; judgment. —*Toutheby.* On behalf of the demandant, we pray judgment of the nonsuit of the tenant.—*Sutton* saw clearly that he could not avoid answering to the default after appearance; and he made the tenant make default. The tenant was several times called for, but he did not come.—*Toutheby.* Sir, we pray your record that the tenant was at the bar, and has departed, in contempt of the Court.—METINGHAM. We will not do so, because we did not see him. But sue out the Petit Cape against the tenant; and you, vouchee, Adieu without day.—And this was because he had never before entered into warranty, and was not previously a party to the plea. And know that Sutton made the tenant make default in order that the tenant's wife might come before judgment passed and pray to be received to defend her right, and that her husband's default, made by collusion so that she might lose her right, might not prejudice her. And she will be received and will answer anew.

Note. § Note that on this form of voucher viz. "We vouch "to warranty William son and heir of Robert de C. "who is under age, by this charter," without making mention of the guardian, the vouchee shall not answer before his full age: but in order that he shall answer before his full age, the guardian must be mentioned, in this way "We vouch to warranty William de C. "son and heir of Robert de C. who is under age, by "this charter, whose body and part of whose lands "are &c."

Note. Essoin. § Note that, where the demandant essoins himself, and the tenant makes default, the demandant's essoiner shall be thus addressed viz. Be sure to have here

mes nus ne entrames unkes en la garrantye jekes ore; A.D. 1293.
par quey nus ne sumes pas partye au play ens ke ore: e ore sumes en court prest a garrantir; Jugement.—*Touyeby.* Nus demandom Jugement de la nun suyte le tenaunt, pur le demandaunt.—*Suttone* vyt ben ke yl ne pout estourter ke yl ne respundereit a la defaute apres aparance, [e] fit le tenaunt fere defaute: le tenaunt sovent demande ne veint pas. — *Touyeby.* Sire, nus prioum vostre record ke le tenaunt fut a la barre, e se ad destret en despyt de la court.—METINGHAM. Coe ne froum nus pas, pur coe ke nus ne le veymes poynt; mes suyez le petyt cape ver tenaunt, e le vouche a deu sanz jour:—e coe fut pur coe ke yl ne entra unkes avaunt en la garrantye, ne unkes avaunt fut partye au play. E saches ke *Suttone* fit le tenaunt fere defaute pur coe ke la feme le tenaunt vendra[1] ore avaunt le Jugement rendu e pria de estre ressu a deffendre sun dreit, e ke la defaute ke sun barun ad fet par collusioun de luy fere perdre sun dreit ne luy seit prejudiciel. E serra ressu e pus respundra de novel.

§ Nota, "nus vouchum a garrantye Willem fyz e heyr Nota.
" Robert de C. ke est de deynz age par cete chartre," sanz fere mencyon de gardeyn, coe est la fourme la ou yl ne respundra mye avant sun age: mes la ou yl respundra avant sun age, yl covent fere mencyoun de le gardeyn, en dyssant, " Nus vochum a garrantye Willem " de C. fiz e heyr Robert de C. ke est de deinz age " par cete chartre, ky cors e partye de teres sunt &c."

§ Nota, la ou le demandant se fit essonyer e le tenaunt Nota.
face defaute, sy serra dyt a le assoneour le demandant Essoygne.
" afiez de aver yssy vostre garrant a teu jour, e suyez

[1] MS. vodra.

A.D. 1293. your warrant by such a day, and sue out a writ against the tenant, for the default.—And so, the essoiner can prosecute the default and pray judgment of the default.

Debt. § One Richard brought a writ of Debt against Thomas de Verdon, and said that he tortiously detained from and did not pay to him four pounds; and tortiously for this that whereas the said Richard delivered certain chattels namely wheat &c. to the value of &c. on such a day in such a year, in such a town, at such a place, on the terms that he should be paid for them at the feast of St. Michael then next in the same year, Richard often came to the said Thomas and prayed him that he would pay the said four pounds; but he would not pay them; to his damage &c.—Thomas denied &c., and fully acknowledged that Richard delivered to him the chattels to the use of the Bishop of Bath, but not on the terms that he (Thomas) should pay him four pounds at the said feast of St. Michael; and he said that he had rendered an account of the chattels to the executors of the Bishop; and so Richard had his action against the said executors; and (said he) judgment if we ought to answer for these monies, inasmuch as we received the chattels to the use of another person.—*Richard.* And we pray judgment on your admission that you received the chattels from us, and you can not deny that the contract for the same chattels was between you and me; and we tell you that it is more natural for your recovery than for ours to lie against the Bishop's executors, since the Bishop received the chattels from your hands. — METINGHAM. For that Thomas has admitted that he received the chattels from Richard, and he can not deny the contract between himself and Richard, we adjudge that Richard do recover the four pounds against Thomas, &c.

" bref pur la defaute ver le tenaunt." Et sic essoniator A.D. 1293.
potest sequi defaltam et petere Judicium de defalta.

§ Un Ricard porta bref de dette ver Thomas de Ver- Dette.
don, e dyt ke atort ly desteynt .iiij. livres e pas ne ly rende; e pur coe atort ke la ou meme cety Ricard bayla chateus, nomement forment &c. a la value &c. teu jour tel an tele vyle tel leu, de aver paye a ly a la Seint Mychel procheyn suyaunt meyme le an, Ricard sovent vint a meyme cely Thomas e luy pria ke yl luy rendesit le .iiij. livres, yl rendre ne les voleit, a ces damages &c. —Thomas defendy &c., e ben conust ke Ricard ly bayla le chateus a la oeus le Esveyke de Ba, e ne my en la manere de aver rendu .iiij. livres a luy a la Seynt Mychel avaunt dyt; e dyt ke yl aveyt rendu acunte de ces chateus a les executours le Esveyke; dunt Ricard ad sa accion sauve ver le executours le Esveyke; Jugement sy nus devum respundre de ces deners, desycom nus le reseymes a autri eus.—*Ricard.* E nus Jugement de vostre reconysance ke vus avez fet ke vus ressutes le chateus de nus, e vos ne poez dedire ke le contrat ne fut par entre vus e moy de meymes le chateus; e vus diom ke plus naturelement gyst vostre recoveryr ver les executours le Esveyke ke ne ne fet nostre, de pus ke le Esveyke resut le chateus par vostre meyn.—METINGHAM. Pur coe ke Thomas ad reconu ke yl ressut les chateus de Ricard, e yl ne pout dedyre le contrat entre ly e Ricard, sy agardom ke Ricard recovere le .iiij. livres ver Thomas &c.

A.D. 1293. Mordancester. § One Adam brought a writ of Mordancester against B., on the death of Clement his (A.'s) uncle, for ten acres of land &c.—*Gosefeld.* Sir, we tell you that after the death of his uncle Clement, on whose death &c., one William entered as brother and heir, and was last seised, and out of his seisin alienated; Judgment by reason of the later seisin.—*Adam.* Sir, William's seisin ought not to hurt us; for the reason that he entered as our tollor and was a younger brother, ready &c. Jugement if by his seisin the assise ought to tarry. — And the other side said that he (William) was the elder brother. — And Adam said the contrary.—So to the Country.

Note. § Note that *Henry de Sutton* laid it down as a maxim (and said that he had seen many instances of it) that if Roger brings an Assise of Novel Disseisin against the Abbat of Shrewsbury or some other person, who answers that he does not claim anything in the frank-tenement, but says that the frank-tenement belongs to one Richard Horsley (?), and says besides that Roger was not ever seised in such wise that he could be disseised, and prays the assise, and the demandant also prays the assise, and the assise comes and says that Roger was not ever seised so that &c., whereby he (the demandant) takes nothing &c., and Richard enters, and Roger brings a writ against him and counts on his own seisin, — *Sutton* (I say) laid it down as a maxim that Roger will take nothing in this case by his writ; for the reason that his seisin whereof he counts was extinguished by the assise of Novel Disseisin, and that consequently he can not count of that seisin, albeit the assise did not pass between the same persons.—This is strange, because of the rule "A trans- "action between different persons &c."

Darrein presentement. § One Adam brought the Darrein Presentement against B., and said that such an one his ancestor presented the

§ Un Adam porta bref de mordancestre ver B. de la mort Clement sun uncle de .x. acres de tere &c.—*Gosefeld.* Syre, nus vus dyom ke apres la mort Clement sun uncle, de ky mort &c., entra un Willem cum frere e heyr, e fut drein seysy, e hors de sa seysine alyena; Jugement pur la seysine plus drenere.—*Adam.* Sire, la seysine Willem a nus ne deyt nure; par la resone ke yl entra cum nostre tolour e frere puyne, prest &c. Jugement sy par sa seysine assise deyve targer.— E lautre ke yl fut frere eyne, prest &c.—E lautre le revers.—Ideo ad patriam. A.D. 1293. Mordancestre.

§ Nota par *Henry de Suttone,* ke dyt pur maxyme, e ke yl le aveit veu sovent, ke sy Roger porte bref de Novele Disseysine ver le Abbe de Saloburi ou ver un autre houme, e lautre respoyne ke yl ne cleyme ren en le franc tenement, mes dyt ke le franc tenement fut a un Ricard hours solye, e dye outre ke Roger ne fut unkes seysy issi ke il pout estre deseyssi, e prie la assise, e lautre ausi, e la assyse veigne e die ke Roger ne fust unkes seissi issy &c., par quey yl ne prent ren &c., e Ricard entre, e Roger porte bref de dreit ver ly e cunte de sa seysine demeyne,—*Suttone* dyt pur maxyme ke yl ne prendreyt ren en coe cas par sun bref; par la resone ke sa seysine dunt yl cunte fut esteynt par lassise de Novele Disseysine, par quey yl ne pout de cele seysine cunter, tut fut yl issy ke lassise ne passa poynt par entre meymes les persones: quod est mirum, propter illam regulam res inter alyos acta &c. Nota.

§ Un A. porta le dreyn present ver B., e dyt ke un tel sun ancestre presenta drein &c. a la Esglise de C. Dreyn Present.

A.D. 1293. last &c. to the church of C., which to his presentation &c.—*Warwick.* We fully admit that his said ancestor presented last to the church of &c. when he was under age and in ward. But he said that he did not disturb him tortiously but rightfully, for the reason that one Robert was seised of the manor of C., to which manor the advowson of that church was appendant &c., and to that church did present his clerk named &c. in the time of King Henry, and afterwards gave the said manor with its appurtenances to the said Adam; and by reason that Adam holds the manor to which manor the advowson is appendant, he disturbs him; and thus, rightfully and not wrongfully; and so, the Quare Impedit is an answer to the Darrein Presentement; for that answer now given is in the Right.—*Asseby.* Sir, it is not appendant, ready &c.—And the other side said the contrary.—Therefore &c.—And know that in this case Adam brought the Darrein Presentement against B., and B. brought the Quare Impedit against Adam.

ke a sun presentment &c.—*Warwyke.* Nus grantum ben ke cely sun ancestre presenta dreyn a tele esglice &c. qant yl fut de deinz age e en garde; mes yl dyt ke yl ne ly desturba nent atort, mes fit adreit, par la resone ke un Robert fut seysy de le maner de C., a que maner le avouesoun de cele Esglice fut apendant &c., e a cele Esglice presenta un sun clerk &c. en tens le Roy Henry, e pus dona meyme le maner od les apurtenances a cety Adam; e par la resone ky Adam sy entent le maner, a queu maner la avoueson est apendant, yl luy desturbe, e issy a dreit e ne my atort; e issy est le quare impedit repunse a le dreyn present; ke cel respunse ore dyt est en le dreit.—*Asseby.* Sire, nent apendant, prest &c.—E lautre le revers.—Ideo &c.—E fet a saver cn coe cas Adam porta le dreyn presente ver B.; e B. le quare impedit ver luy. A.D. 1293.

PLEAS AT LONDON IN THE MIDDLESEX ITER

XXII. EDWARD I.

PLEAS AT LONDON IN THE MIDDLESEX ITER AFTER THE FEAST OF SAINT MICHAEL IN THE TWENTY-SECOND YEAR OF THE REIGN OF KING EDWARD.

A.D. 1294. Ael. § One Adam brought a writ of Ael against B. on the death of Reginald his grandfather, [and stating the descent] from Reginald to Richard as son, from Richard to Adam who now demands as son &c.—*Mareis.* Sir, to this writ he ought not to be answered; for the reason that this is a possessory writ, and savours of the Mordancester which must be brought on the death of the person last seised; but we tell you that Reginald his grandfather had three daughters, Emma and Joan and Felice; and, Sir, after the death of Reginald their common ancestor they possessed themselves of the tenement as daughters and heirs, and were rightfully seised; and we pray judgment of the writ.—*Goldintone.* Sir, we tell you that after the death of Reginald our grandfather, on whose &c. we bring &c., Richard our father entered as son and heir; and whatever seisin those daughters had, it was by way of abatement and not as next heirs; and, inasmuch as the seisin of the male is higher than that of the woman, we pray judgment if by this exception our writ ought to be abated. — BEREFORD. Mareis, answer over. — *Mareis.* Sir, we tell you that Richard was born before marriage. — *Spigurnel.* Sir, he ought not to get to this; for the reason that we have counted against him lineally, and he had put forward his exception in order to abate our writ, and thereby he has granted the

PLACITA APUD LONDONIAS IN ITINERE DE MYDDELSEX POST FESTUM SANCTI MICHAELIS ANNO REGNI REGIS EDWARDI XXII°.

§ Un Adam porta bref de ael ver B., de la mort Renalt sun ael; de Renalt a Ricard cum a fys, de Ricard a Adam, ky ore demande, cum a fys &c.— *Mareis.* Sire, a ceti bref ne deyt il estre respondu par la reson ki coe est un bref de possessiun e savoure de le mordauncestre ki serra porte de le drein seisi: mes nus vus dium ky Renalt sun ael avoit treis fyles, Eme e Jone e Felice; dunt, Sire, apres la mort Renalt lur comun ancestre, sisiterunt eus en le tenement cum fileys e un heir, e furent drein seisies; e demandoms jugement du bref.—*Goldintone.* Sire, nus vus dium ky apres la mort Renalt nostre ael, de ky &c. nus portum &c., entra Ricard nostre pere cum fyz e heir; e quele seisine ky eus aveint coe fut abatement e nent cum plus procheyns heirs; e disicum la seisine le male est plus haut ki ne seit la seisine la femele, demaundom jugement si par cel excepciun deive nostre bref abatre. —Bereford. Mareis, respons outre.—*Mareiss.* Sire, nus vus dium ky Ricard nauquit devant les esposayles.— *Spigurnel.* Sire, a coe ne deit yl avenir, par la resone ky nus avum conte ver ly lineaument, e yl ad mis avant sa excepciun pur nostre bref abatre, e si tant ad yl grante la persone estre able; mes, la ou yl dit ki A.D. 1294. Ael.

A.D. 1294. person's ability; but whereas he says that Richard was born &c., this is a peremptory exception to exclude us for ever from an action: wherefore, Sir, it seems to me that he cannot now resort to challenge the person; judgment if he ought to be received to say that.—BEREFORD. You are wrong; where he puts forward his exception of "last seised," it is a dilatory to abate your writ; and where he says that Richard was born before &c., that is a peremptory to exclude you from an action: now from a dilatory he can well resort to a peremptory exception.—*Mareis.* That Richard was born before marriage, ready &c.—And the other side said the contrary.—Therefore &c.

Entry. § One Adam brought a writ of Entry against Richard Bishop of London, and said "into which he had not "entry except after the disseisin that one Fulk late "Bishop of London effected on such an one."—*Spigurnel.* He ought not to be answered in this writ; for the reason that whereas the writ says "into which "&c. except &c. that one Fulk late Bishop &c. "effected on such an one," he ought, Sir, to have said, "into which &c. except after &c. that one Fulk late "predecessor &c. effected on such an one; and we pray "judgment of the writ.—BEREFORD adjudged the writ good.—And it stood.

Ael. § One Maud and Scolaste her sister brought a writ of Ael against Thomas of St. Alban's on the death of Ralph their grandfather; from Ralph to John as son; from John to Joan and Maud & Scolaste as daughters &c.; from Joan, inasmuch as she died without heir of her body, descended the fee &c. to Maud and to Scolaste, who now demand, as sisters &c. —*Beufrond.* Sir, in this writ they ought not to be answered; by reason that whereas they make the descent from Joan to Maud and to Scolaste as sisters

Ricard nauquit devant &c., coe est un parentorie pur nus forbarrer de acciun a tou jors; dunt, Sire, yl me semble ke yl ne put ore resortir a chalanger la persone; Jugement si a cel dire deive estre resu.—BEREFORD. Vus dites mal; ky la ou yl met avant sa excepciun de le dreins seisi, coe est un dilatorie pur vostre bref abatre; e la ou yl dit ki Ricard nauquit devant &c., coe est un perantorie pur vus forclore de acciun; dunt de ueyn dilatorie si put yl ben resortir e un perentorie.—*Mareis.* Ky Ricard nauquit devant les esposayles, prest &c.—E le autre le revers.—Ideo &c. A.D. 1294.

§ Un Adam porta bref de entre ver Ricard Eveske de Lundres, e dit en le ques yl nad entre si nun pus la deisseisine ky un Fouke jadis Eveske de Londres fit a un tel.—*Spigurnel.* A cete bref ne deit estre respoundu; par la reson ky la ou le bref dit en les ques &c. si nun &c. ky un Fouke jadis Evesk &c. fit a un tel, la Sire dut yl dire en les ques &c. si nun pus &c. ky une Fouke jadis predecessor &c. fit a un tel; e demaundom Jugement du bref.—BEREFORT agarda le bref bon.—Et stetit. Entre.

§ Une Maud e Scolaste sa sere porterunt bref de ael ver Thomas de Seynt Albon de la mort Rauf lur ael; de Rauf a Jon cum a fyz, de Jon a Jone e a Maut e a Scolaste cum a files &c.; de Jone, pur coe ky ele morut sanz heir de sun cors, decendi le fee &c. a Maut e a Scolaste ky ore demandent cum a sers &c.—*Beufrond.* Sire, a cete bref ne deivent yl estre respoundu; pur la reson ky la ou yl funt la decente de Jone a Maut e a Scolaste cum a sers &c., Sire, nus vus dium Ael.

A.D. 1294. &c., Sir, we tell you that this same Joan through whom they count was seised of her purparty, and out of her seisin enfeoffed the said Thomas to him and his heirs &c.: then, Sir, after this feoffment, the same Joan brought a writ of Entry against the said Thomas, and said "into which he had not entry except &c. " while she was under age." It was found by the Inquest, Sir, that she was rightfully seised and that she enfeoffed the aforesaid Thomas of the said tenement when she was of full age; [and inasmuch as we are willing] to aver by the Record of the Court of our Lord the King that Joan when she was of full age out of her own seisin [enfeoffed the aforesaid Thomas] of the tenement now in demand, [we pray judgment if they ought] to be answered.—*Huntindon* said that Ralph died seised in his demesne as of fee, ready &c.—*Beufrond.* [Since Joan, as to her purparty] enfeoffed Thomas of this tenement, [by which feoffment he was and remained seised thereof without] any manner of [plea or disturbance, Maud and Scolaste can not] demand of the seisin of Ralph their grandfather; and we pray judgment &c. — *Huntindon,* as before, said that Ralph his grandfather died seised in his demesne as of fee, ready &c.—And the other side said the contrary. Therefore to the Inquest. CAVE charged the INQUEST according to the plea pleaded.—THE INQUEST said that Ralph their grandfather died seised &c.—CAVE. This Court adjudges &c.

Mordancester with a voucher.

§ One John Quintyn brought a writ of Mordancester against Ralph de la Berue, Edmund de Cotornhale and John de la Mersc, on the death of Morice his father. —*Spigurnel.* Sir, we tell you that this writ should be brought on the death of the person last seised; but we say that, after the death of Morice their common ancestor, entered one Geoffrey as son and heir, and was later seised; we pray judgment of the writ.—*Hun-*

ky meme cete Jone, par mi ki yl content, fut sesie de sa purpartye, e hors de sa sesine enfeffa meyme ceti Thomas a ly e ces heirs &c.: dunt, Sire, apres cel feffement, meyme cete Jone porta bref de entre ver meme cete Thomas, e dit en ley ques yl ne avoit entre si nun &c. tant cum ele fut de denz age: trove fut, Sire, par enqueste ke ele fut si bone seisie e ky ele enfeffa le avandit Thomas kant ele fut de pleyne age de meyme le tenement; e de . . .[1] A.D. 1294.

averer par record de la curt nostre seinur le Rey ky J. [kant ele fut de] pleyne age hors de sa sesine demeyne si [feffa lavandit Thomas de] coe tenement ky sunt ore demandez [demandom jugement si eles deivent] estre respoundu.—*Huntindone.* Ky Rauf [morut seisi en sun demeyn cum] de fee, prest &c.—*Beufrond.* [Depus ke Jone kant a sa purpartye enfef-] fa Thomas de coe tenement, [par quel feffement yl en fu e demora sesi sanz] nule manere de [play ou desturbance, Maud. e Scolaste ne pussent ren] demander de la sesine Rauf lur ael; e demandoms jugement &c.— *Huntindone* cum avant, ky Rauf sun ael morut sesi en sun demeyne cum [de fee], prest &c. —E lautre le revers.— Ideo ad Inquisicionem.— CAVE charga lenqueste solum le play plede.—LENQUESTE did ky Rauf lur ael morut sesi &c. — CAVE. Si agard cete curt &c.

§ Un Jon Quintyn porta bref de mordauncestre ver Rauf de la Berue, Emund de Cotornhale e Jon de la Mersc, de la mord Morice sun pere.— *Spigurnel.* Sire, nus vus dium ky ceti bref veut estre porte de le dreins sesy; mes vus dium ky apres la mort Morice lur commun auncestre entra uyn Geffres cum fyz e heir e fut plus tard sesi; e demandom Jugement du bref.—*Hun-*

Mordauncestre od un voucher.

[1] The bottom of this folio of the MS. has been torn off; the last eight lines of the first and fourth columns are imperfect; the last seven lines of the second and third columns are gone, and the three lines immediately preceding are imperfect. The words in brackets are conjectural restorations.

A.D. 1294. *tindon.* Sir, we tell you that this Geoffrey was our tollor, and was a bastard, so that he could not have a father according to law; and inasmuch as he entered by abatement and not as next heir in blood, judgment if they can take advantage by this exception of "later "seised."—*Spigurnel.* At least you have granted that he entered on the tenements and was seised; and although you say that he was a bastard, that can not now be tried: but we will aver that he entered on the tenements, after the death of your ancestor, as son and heir, and was later seised: judgment of the writ. —*Huntindone.* Sir, and we pray judgment—inasmuch as Geoffrey was a bastard; and, even if we needed it, we could not derive any advantage from his seisin nor could any action accrue to us from his seisin,—if this intrusion that he made into the tenements ought to delay the assise. — *Spigurnel.* He entered as son and heir; ready &c.—BEREFORD. If my younger son enter on my land after my death and then alienates the land to a stranger, and my elder son brings the writ of Mordancester against the tenant, and the tenant alleges the later seisin of such an one, in this case the writ will not abate if he do not say that he entered as son and next heir: since therefore the writ will not abate by reason of the later seisin of him who is the "mulier," consequently it does not abate by the seisin of him who was a bastard, if you do not say that he entered as son and next heir. — *Spigurnel.* Sir, it appears to me that if the eldest bring the writ of Mordancester against the youngest he can claim by the same descent and abate the writ; therefore since he brings his writ against him who was enfeoffed by the youngest, it seems that he can also abate his writ by showing the later seisin of the younger brother. Now, we tell you, Sir, that Geoffrey entered as son and heir, and we pray judgment of the writ.—BEREFORD. You ought not to get to this averment if you do not

tindone. Sire, nus vus dium ky ceti Geffres fut nostre tolur, e bastard, issi kyl ne pout nul pere aver qant a la ley; e de si cum yl entra par abatement e nent cum plus [procheyn] heir du sanc, Jugement si par cele excepcion de le dreins sesi pussent aver avantage.—*Spigurnel*. Au meyns vus avet grante ky yl entra en ley tenements e fut sesi; e coment ki vus dyez kil fut bastard, coe ne put hore estre detrie; mes nus volum averer kil entra en les tenemens apres la mort vostre auncestre cum fyz e heir, e fut plus tart sesy; Jugement de bref.—*Huntindone*. Sire, e nus Jugement—de si cum Geffrey fut bastard; e tut usum mester, nus ne porrium aver nule manere de avantage de sa sesine ne nul acciun nus ne put acrestrer de sa sesine,—si cel intrusiun ky yl fyt en ley tenements deive lassise targer.—*Spigurnel*. Ki yl entra cum fyz e heir prest &c.—BEREFORD. Si mun puyne fyz entre apres ma mort en ma tere, e pus alyene cele tere a un estrange, e mun eyne fyz porte mordauncestre ver le tenant, e le tenant alegge dreyn sesine de un tel, en coe cas le bref ne se abatera poynt si yl ne deye kil entra cum fyz e plus procheyns heyr: dunky depus ki le bref ne sabatera poynt par la resun de le dreins sesine celi ky est moylere, par consequent yl ne se abatera poyt pur la sesine cely ky fut bastard si vus ne dyez kyl entra cum fyz e plus procheyn heir.—*Spigurnel*. Sire, a coe ky me semble, si le heyne portat le mordauncestre ver le puyne, pout clamer par meme la decente e abatre le bref; dunke depus kil porte sun bref ver cely ky est feffe par le puyne, yl semble kil put sun bref abatere par le dreins sesine le puyne frere: dunt Sire nus vus dium ki Geffrey entra cum fyz e heir, e demandom Jugement du bref.—BEREFORD. A cele averement ne devet avener si vus ne deyet ky yl entra cum fiz e A.D. 1294.

A.D. 1294. say that he entered as son and next heir.—*Spigurnel*, on another day, said, Sir, we vouch to warranty by aid &c. John the son of Geoffrey, who was the son of Morice le Hayward and who is of full age, and will be summoned in Ireland, at Dublin.—*Huntindon.* Sir, they ought not to get to that, if they cannot show a specialty by which they can vouch; or unless they say that they had that land in exchange for some other. And inasmuch as he has no specialty, judgment if he ought to be received to this voucher. — *Kyngesham.* [Sir, we vouch him by] the deed of Geoffrey his father, whose heir [he is. — *Huntindon.*] Sir, they vouch . . . . . BEREWIKE. Gascony is out of England; and the king has power there as well as here: but if he were to vouch a man in Gascony, do you believe that he should come by that voucher to England to warrant? certainly not: neither would he from Ireland.—And on the other hand, even if you were received to this voucher, and I were to send a writ issuing from the Rolls to Ireland to cause him to come, and I were to say "Teste J. de Bere-"wike:" he would not know what it meant. Wherefore it seems that the voucher is worthless.—The writ is still pending.

Note. Note that, in a writ of Ael a man can not recover damages except [those sustained] since the Statute of Gloucester, although he were deforced twenty years before &c.

Note. § Note that if during the Justice's Eyre a writ be lost by non-suit, he (the plaintiff) can not revive the suit by a new writ after the cry.

Note. § Note that a traverse is sufficient in a "Quia "cessavit per biennium," where one counts that he who brings the writ was seised of the services by the hand [of &c.] as by the hand of his very tenant.—

plus procheins heir.—*Spigurnel* (al autre ; ur). Sire hus vochum a garrantie par eyde &c. Jon le feyz Geffrey le feyz Morice le Hayward ky est de pleyne age, et serra somuns en Ireland a Dyvelyn. — *Huntindone.* Sire, a ceo ne deivent yl avenir, sy yl ne useit especial fet par les quele y poeint vocher, ou kyl deisent ky yl usent cele tere en eychaunges pur autre : e de sicum yl ne ad nul especialte, Jugement si a cel vocher deive estre resu. — *Kynggesham.* [Sire, nus ly vochum] par le fet Geffrey sun pere ke heir [yl est] . . . . . [*Huntindone.* Sire] yl vouchent [1]. . . . . A.D. 1294.

Berewiky. Gascoyne est aures de Engletere, e cy ad le Rey sun power la ausi ben cum cy : mes si yl vochat un home de Gascoyne, quidet kil vendreit par cel vocher en Engletere pur garantir ? nenyl ; nent plus de Erelaund. E de autre part, tot fuset vus resu a cele vocher, e je mandace bref issant hors de roules a Yrelaunt pur fere le venir, e je dese "teste J. de Bere-"wike," yl ne savereyt ques coe fut : par ques yl semble ki le vocher ne vaut nent :—pendet.

§ Nota ky en bref de ael home ne rekevera damage for ky pus le Statut de Gloucestre, tot seit deforce .xxi. aunz devant &c. Nota.

§ Nota ki en le her de Justices si le bref seit perdu par nun sute, yl ne purra my resuciter novel bref apres la crye fete. Nota.

§ Nota ke yl suffyt a traverser en le quia cessavit per byennium, par la ou home conte ki cely ky porte le bref fut sesi des services par mi la meyns cum par Nota.

[1] The last seven lines of the column are wanting.

A.D. 1294. This plea was pleaded in the Bench after Christmas in the twenty-second year of the reign of King Edward.

Quare Impedit.

§ Philip de Abener brought a Quare Impedit against one John and S. and the Master of Bridgwater, and said that they tortiously disturbed him from presenting a fit parson to the church of N. which was vacant and the presentation whereto belonged to him; and tortiously for this that one Richard Earl of Cornwall did, in right of the wardship of the body and lands of Reginald the son of Ralph de G. which were in his ward by reason of the non-age of the said Reginald, and to which lands the said advowson was appendant, present his clerk named John, who on his presentation was received and instituted by the Bishop, in time of peace, in the time of King Henry &c.; by whose death the church became vacant; and again the said Richard presented his clerk named W. &c., who &c., who resigned the said church; after whose resignation he presented one T. &c.: and that from Reginald, because he died without heir of his body, the right of that advowson descended and ought to descend to S. as brother and heir; and that from S., because he died without heir of his body, the right resorted and ought to resort to John as uncle, he being the brother of Ralph who was the father of Reginald; and that from John it descended to Dolfyn as son, and from Dolfyn to Sybil, and from Sybil to Philip who now brings this writ and is now seised of the land to which the said advowson is appurtenant; and so it belongs to him to present; and they disturb him tortiously &c. —*John and Simond* defended, and asked if they would stand to that count.—METINGHAM. Shew yourself to be privy, and how it belongs to you to present; and then answer.—*Sutton.* Sir, there was a certain Ralph who enfeoffed our grandfather of that advowson; and

my la meyns sun verreys tenant. Istud placitum pla- A.D. 1294.
citatum fuit in Banko post natale anno regni regis Edwardi .xx. secundo.

§ Philipe de Abener porta le quare impedit ver un Jon e S. e le Mester de Brugewater, e dit ki atort luy desturberent presenter covenable persone a la esglise de N. ky voide est e a sun presentement apent; e pur coe atort ki un Ricard Conte de Cornwayle, par la resun de la garde del cors e de teres Renald le fyz Rauf de G. ki en sa garde furent par la nun age meme cely Renaud, a quele teres cele avowesun est apendant, presenta uyn sun clerk, Jon par nun, ki a sun presentement fut resu e institut de Evesky, en tens de pes, en tens le Roy Henri &c.; par ky mort la Esglise voida; autre fez meme cely Ricard presenta un son clerk W., ki &c., ky resingna cele Esglise; apres quele resingnement yl presenta un T. &c.: de Renaud, pur coe kil morut sanz heir de sun cors, decendi le dreit de cel avoesun e devoit decendre a S. cum a frere e heir; de S., pur coe kil morut sanz heirs de sun cors, resorty le dreit e devoit resortir a[1] Jon cum a uncle, frere Rauf pere Renaud; icy de Jon decendi a Dulfyn cum a fyz, de Dolfyn a Sibile, de Sibile a Phelipe ki porte cete bref e ore est sesi de cele tere a ques cel avouesun est apurtinaunt; icy apent a ly presenter; e yl le desturbent atort &c.—*Jon e Simund* defenderunt, e demanderent si yl voleint coe conte.—METYNHAM. Fetes vus prive, e mustret coment a vus apent a presenter; dunke responet.—*Suttone.* Sire, yli avoit un Rauf ki feffa nostre ael de cel avouesun, ky avoit deus fyles, e par Quare Impedit.

[1] MS. de.

A.D. 1294. by that feoffment he was seised, and presented his clerk named A. &c.; and he (our grandfather) had two daughters; John is issue of one of them, and Simond is issue of the other: and thus it belongs to them as parceners to present. — METINGHAM. Now make answer to Philip.—*Sutton.* He has claimed that advowson by two titles, one being by blood descent, the other because he is seised of the lands to which he says the advowson is appurtenant. Let him hold to one, and then . . . . . [*The demandant.*] . . . . we have said enough. (And he rehearsed his previous statement.)—And then came the Master of Bridgwater and said that he disturbed him rightfully and not wrongfully; for the reason that one Geoffrey enfeoffed Robert de M.; which Robert was seised of that advowson, and presented his clerk named John ab Homine, who on his presentation was received and instituted by the Bishop; by whose death the church is now vacant. And the said Robert enfeoffed us by this charter of the said advowson and two acres of land, and the King confirmed it; and thus it belongs to us to present &c.—*Warwyke.* Sir, we are advised that this is not a sufficient answer; for the reason that we have affirmed our title by a blood descent. And on the other hand, we are seised of the manor to which this advowson is appendant; and this he does not deny; and since that advowson was once annexed to the manor whereof we are seised, we do not think that he ought to be received to that answer unless he can shew that the advowson was severed from the manor by some specialty or by judgment of the King's Court, so that they claim it as an advowson in gross or as annexed to some glebe; whereupon we pray judgment.—METINGHAM. They have told you that Geoffrey enfeoffed Robert de M., and Robert presented John ab Homine, who on his presentation was received &c., which is sufficient for their title in a

quel feffement yl fut sesi, e presenta un sun clerk A. &c.; issi ki del une file est issu Jon; de lautre Simund; e issi apent a eus presenter cum parceners.—METYNHAM. Ore responet a Phelipe.—*Suttone.* Yl ad clame cel avowesun par deus tytles, un par decente en le sank, un autre pur coe ky yl est sesi de teres a ques il dit cest avowesun est apurtenant: se tenge a lun, &c.[1] . . . . . avum asez dit; e reherca coe kil avoit dit.—E dunke vint le Mester de Brugeswater e dit ke yl le desturbe a dreit e nent atort; par la resun ky un Geffrei enfeffea Robert de M., le queles Robert fut sesi de cel avouesun, e presenta un sun clerk Jon ab Homine, ke a sun presentement fut resu e institut de Eveske; par ky mort la esglise est ore voide. E meme cely Robert nus enfeffa par cete chartre de cete avowesun e de deus acres de tere, e par confermement du Roy; e issy apent a nus presenter &c.—*Warwyke.* Sire, yl nus est avys ky coe respouns nest pas suffisant; par la resun ky nus avum aferme nostre title par my la decente du sank. E de autre part, nus fumes seysi du maner a quel cest avouesun est apendant; e coe ne dedit yl pas: e pus ki cel avouesun fut une fez anex au maner dunt nus fumes sesy, nus ne entendum pas ki a cel respouns deive estre resu sy yl ne puse mustrer ky cel avowesun fut cevere du maner par akun fet especial o par Jugement de la curt le Roy, issy kil le cleiment cum un gros par sey ou cum anex a acune glebe; dunt nus demandom Jugement.—METINGHAM. Yl vus unt dit ky Geffrey enfeffa Robert de M.,[2] Robert presenta Jon ab Homine, ki a sun presentement fut resu &c., ky suffyt asez pur lur title

A.D. 1294.

[1] The last six or seven lines of this column of the MS. are wanting.

[2] MS. B.

A.D. 1294. Quare Impedit and in a Darrein Presentement; and then Robert out of his seisin enfeoffed the Master of Bridgwater. — *Warwick.* If this were a Darrein Presentement, presentation by any person whomsoever while we were under age would not prejudice us; for by virtue of the Statute we should have the same action and exception as our father would have if he were alive. —HERTFORD. I think that you yourself were not under age when Robert presented John ab Homine; so you can not aid yourself by that Statute.—*Warwick.* Robert, from whom he takes his title, never presented; ready &c. — And the other side said the contrary. So to the Country as to the Master.—As to Sir John de la Pirie and his parcener it was said that whereas he makes his title from Ralph to Reginald, and from Reginald resorts to John and from John to Dolfyn &c., we tell you that neither John nor Dolfyn was ever acknowledged as heir or born in England, nor was Isabel or Philip the demandant born in England or within the realm; and we pray judgment if he ought to be answered.—METINGHAM. I know well that he in this Court has pleaded, and in this Court has been received to plead.—*Sutton.* Sir, that ought not to turn to our prejudice.—METINGHAM. Take care about the frame of your answer; for it is not only to the writ but also to the action; and if this thing passes against you, you will have the same judgment as he would have if the answer were true, that is, one binding the right for ever.—*Sutton.* It rests on you, if you think he is answerable, since neither he nor any of his ancestors through whom he has taken his title is of the English nation; we have answered sufficiently. On the next day came Sir John and his parcener and betook himself to his first answer viz. that there never was any John brother of Ralph uncle of Reginald acknowledged heir and born in England.—*Warwick.* Admit that there was a brother John, and then say that he was a bastard, so that he

a un quare impedit e a un dreins present, e Robert pus hors de sa sesine enfeffa le Meitre de Bruges-water.—*Warwyke.* Si coe fut un drein present, ki ke unkes ut presente tant cum nus fumes denz age ne nus grevereyt; kar nus averum meime le acciun e la excepciun cum avereyt nostre pere si yl fut en vye, par benefice de statut.—HERTFORT. Je entenk ki vus meyme ne futes nent denz age al houre qant Robert presenta Jon ab Homine; dunt par cel estatut ne poez vus eide aver.—*Warwyke.* Robert de ky yl prent sun title unkes ne presenta, prest &c.—E le autre le revers.—Ideo ad Patriam quantum ad magistrum.—Qant a Sire Jon de la Pirie e sun parcener, fut dit ki par la ou yl fet sun title de Rauf a Renaud, de Renaud resortant a Jon, de Jon a Joudwyne[1] &c., nus vus dium ky Jon ne fut unkes heyr conu, ne Joudewyne[1] conu ne nee en Engletere, ne Isabele ne Phelipe ki ore demande en Engletere ne en la reaume; e demandom Jugement syl deit estre respoundu.—METINGHAM. Je say ben ke yl en cete curt ad plede, e en cete curt est resu en pleidant.—*Suttone.* Sire, coe ne nus deit turner en prejudice.—METYNHAM. Pernez garde de la manere de vostre respouns; ki coe ne est meye tant soulement a cel bref, eynz est al acciun; e si cete chose passe encontre vus, vus averez meime le Jugement kil avereyt si coe respouns fut veritable, coe est en le dreit a tous jours.—*Suttone.* En vus est si vus veez ke il est responable, de pus kyl ne est pas de la naciun de Engletere, ne ces auncestres par my ques yl ad pris sun title; nus responums acez.—Al autre jour veynt Sire Jon e sun parcener e se prit a sun primer respouns, saver, kil navoit unkes nul Jon frere Rauf uncle Renaud heyr conu ne nee en Engeltere.—*Warwyke.* Grantet ki yli avoyt un frere Jon, e pus dites kil fu bastard en cel kil ne pout heyr estre. A.D. 1294.

[1] This name is previously given as *Dulfyn*; see p. 311.

A.D. 1294. could not be heir.—*Howard.* I will not do so; because then I should contradict myself: for I have said that there never was any [such John]; and if I were to say that there was such an one I should admit that he was [heir—which would be] contrary to what I first said.—METINGHAM. Your [negative is not] so simple as their affirmative; for your negative . . . their affirmative; so it seems that you . . . . . [*Howard*]. Sir, our negative is as much opposed and more . . . . . affirmative affirms that there . . . that there was such an one, which . . . . has no power to recognize: but in our negative we have said that there was no such person as John, uncle and acknowledged heir of Reginald or born in England; which averment is receivable by the Court: so it seems to us that we get to this traverse.—*Warwick.* If we were pleading in a writ of Right, and I were to make omission of him who was born beyond [sea], would not that be challenged here? it would, even though he were never baptized. And we are pleading now upon the blood, which is in the Right; so it is necessary to count through him.—*Howard.* In that case I would give the same answer as I do now.

Formedon. § One A. brought a writ of Formedon against B., and counted that his ancestor, N. by name, was seised of the tenements in his demesne as of fee and of right, and gave them to R. and C. and the heirs of their bodies &c.; and that after the deaths of R. and C., because they died without heir of &c., the fee and the right reverted to D. as the donor; and that from D. it descended to P., and from P. to J. the present demandant.—*Howard.* Sir, whereas he has counted through P., descending to him &c., we tell you that the said P. released and quit-claimed to us, while we were seised, all the right which he had or might have in the

—*Howard.* Nun fray; ky dunke serroy je contrarie amey meme; ky je ay dyt kil ny avoyt unke nul [tel Jon], e [sī] je deise ky ly avoet un tel, sy grantereye je ky yl fut [heir, ke serreit] contrarye a coe ky joe dis primes.—METINGHAM. Vostre [negative nest mye] si simple com lur afirmative, ky vostre negative . . . . . lur afirmative; dunt il semble ky vus . . . . . [*Howard.*] Sire, nostre negative contrarye atant e plus . . . . . afirmative afferme ky yli . . . . . ky yly avoit un tel ki . . . . . nad mye pouer a conystrer: mes en nostre negative nus avum dit kyl ne avoit nul tel Jon uncle ne heyr Renaud conu ne nee en Engletere, le quel averement est resevable en curt; dunt il nus est aveys ki nus sumes a cet travers. —*Warwyke.* Si nus pledasum par un bref de dreit, e je feise omisiun de cely ky fut nee de la outre [mer] ne serreyt coe chalange icy? serreyt, mes ky unkes ne ut babteme: e nus pledum ore sur[1] le sanc, ki est en le dreyt; dunt il covent ky counte par mey leuy.—*Houard.* Meyme le respouns dirrey je adunke, cum je faz hore. A.D. 1294.

§ Un A. porta un bref de forme de dun ver B., e conta ky un sun auncestre N. par nun fut seysi de ces tenements en sun demeyne cum de fee e de dreit, e les dona a un R. e a C. e as heirs de lur cors issans &c., e ky apres la mort R. e C., pur coe kil murrunt sanz heyr &c., reverti le fee e le dreit a N.[2] cum a donur; de N.[2] a P., de P. a J. ky ore demande.—*Howard.* Sire, par la ou yl ad conte par my P. decendant a ly &c., nus vus dium ky meme cely P. nus relessa e quiteclama en nostre seysine tut le dreit ke Forme de Doun.

[1] MS. si. [2] MS. D.

A.D. 1294. aforesaid tenements. (And he put forward the deed which witnessed it.)—*Goldintone.* Sir, we tell you that whatever he puts forward to bar us of our action ought not to hurt us; for the reason that he (P.) was under age when he executed it: and we pray judgment &c. —*Howard.* Sir, he can not say that; for the reason that three years before the date of that deed he came into Court before the Justices at Westminster, and there made an acknowledgment to which he was received as one of full age: judgment if they can now say that he was under age when &c. — *Goldintone.* Sir, it may be that the date was put in either after or before the execution of the deed which they put forward; so they ought not to take any advantage by the date. — *Howard.* You can not say that; for you have admitted the deed, and consequently whatever is contained in the deed.—CAVE. What acknowledgment did he make in Court?—*Howard.* Sir, he caused a charter to be inrolled: and we tell you that the Court must be so informed as not to receive any one to make an acknowledgment if he be not competent thereto: and we pray judgment if &c.—CAVE. Any one would be received to make an acknowledgment of that sort, of whatever condition he may be; for he must indeed have very little sense if he do not know how to say "Yes, sir," when he is asked "Do you "wish this charter to be inrolled?" And this inrolling is only useful for fear that the deed may be denied or be destroyed. But in this case they admit the deed, and they tell you that it ought not to prejudice them, because P. was under age when &c. But your argument would be good if it had been an acknowledgment on which a fine was levied. Wherefore we are of opinion that you must answer the averment, which they offer, that he was under age when the quit-claim was made.—*Howard.* He was of full age when the quit-claim was made; ready &c.—And the other side

yl out ou aver pout en les avant dis tenements: e A.D. 1294.
bota avant fet ke coe temonia.—*Goldintone.* Sire, nus vus dium [ke] quel kyl mette avant pur nus barrer de acciun yl ne nus deit nure; par la resun ki yl fut denz age kaunt y le fyt: e demandom Jugement &c. *Howard.* Sire, coe ne put yl dire; par la resun ky treis aunz devant la date de cel fet si vint il en curt devant les Justices a Westmestre, e yleke fyt une reconisance, a la quele yl fut resu cum de pleins age: Jugement si ore pusent avener a dire kil fut de denz age qant &c.—*Goldinton.* Sire, yl put estre ky la date fut plus tardifve ou plus tout fet ke neyt le fet kil mettent avant; dunt par la date ne pount yl nul avantage aver. — *Howard.* Coe ne poet vus dire; kar wos avet conu le fet, ergo qant ky est contenu denz le fet. — CAVE. Quele reconisaunce fit yl en court? — *Howard.* Sire, yl fit enrouler une chartre: e vus dium ky la court deit estre cy avise ki ele ne recevereyt nul home a reconisaunce fere si yl ne seit a coe able: e demandom Jugement si &c.—CAVE. A cel conisance fere serra chekun home resu de quele [condicion] kil seit; kar mut sereyt yl de petit sen ky ne sut dire tant qan yl fut requis volet vus qi cete chartre seit enroule, Syre, oyl. E cet enroulement ne sert fors pur doute ki le fet seyt dedeyt ou pery: mes en coe cas yl conisent le fet, e vus dient ki yl ne lur deit nure, pur coe ki P. fut de denz age qant &c.: mes vus deiz ben si coe fut conisaunce sor la quele fyn se levat: par unt yl nus est avis ky vus covent respundre al averement kyl tendunt kil fut denz age qant la quiteclamance fut fete. —*Howard.* De pleins age qant la quiteclamance fut

A.D. 1294. said the contrary.—THE INQUEST came and said that he was twenty-two years old & upwards when the quit-claim was made.—And therefore it was adjudged that the demandant should take nothing by his writ &c.

Formedon. § One Adam brought a writ of Formedon against John de Waltham and Maud his wife, and he counted that one C. gave those tenements to his father and mother & the heirs of their bodies, and that after &c. they ought to descend to the said A., as son & heir, according to the form of the aforesaid gift.—*Howard.* Sir, on this writ they ought not to be answered; for the reason that this is a writ provided by Statute, and which only holds good since the making of the Statute; and we tell you that his father & mother, by whose death the right of action should accrue to him, died ten years before the Statute. Judgment if on this writ he ought to be &c.—BEREWIKE. If you wish to set up the Statute you must take all the words of the Statute. Although his father & mother died before the Statute, nevertheless his action remains by virtue of the Statute, unless you can say that they to whom the gift was made alienated before the Statute.—*Howard.* That answer would be to the action; but now we are not pleading in that direction; for we simply put forward an exception to the writ, and not to the action; and we tell you that this writ does not hold in this case, for the reason aforesaid.—BEREWIKE. The Statute was made to fulfil and preserve the will of the donor; so that they to whom the tenements were given by the form should not alien; and that Statute ought to have place, because it was directed against alienations to be made of tenements so given; and to gifts previously made it does not extend: so your argument would be of force if you had said that they alienated &c. And on the other hand, before the Sta-

fete; prest &c. E lautre le reveres.—LENQUESTE vynt e dit kil fut de .xxii. aunz e plus kant la quiteclamance fut fete.—E pur coe fut agarde ki le demandant ren ne preyt par sun bref &c. A.D. 1294.

§ Un Adam porta bref de fourme de doun ver Jon de Waltam e Maud sa femme, e conta ki un C. dona ses tenements a sun pere e a sa mere e as heirs de lur cors yssanz, e ky apres &c. a meme cely A. cum a fiz e heir decendre deyvent par la forme du dun avant dit. —*Howard.* Sire, a ceti bref ne devent estre respoundu; par la resune qi coe est un bref purveu par statut,[1] le quele bref ne tent lu for pus la confecciun de le statut: e nus vus dium ky sun pere e sa mere, par ky mort acciun luy dut acrestrer, morurent dyz aunz devant le statut. Jugement si a cete bref deit estre &c.—BEREWIK. Si wos volet alegger statut, yl vus covent prendre totes le paroules del estatut: coment ky sun pere e sa mere morurent devant lestatut, ne pur kant sa acciun ly demort par statut, si vus ne pucet dire ki ces a queus le doun fut fet alyenerent devant lestatut.—*Howard.* Cel respons serreit al acciun: mes hore ne pledum nus mye par la; kar nus mettum avant tant soulement excepcion au bref e nemeye al acciun; e vus dium ky cete bref ne sert pas en coe cas, par la resune avant dite.—BEREWIKE. Le statut fut ordine pur parempler e garder la volunte le donor; issi ki ces a ki le tenements furent dones par la fourme ne pusent alianer; e cel statut deit aver lyu, pur coe ky yl fut fet qant a alienaciouns fere de tenements issy donez; e a douns avant fet ne se esteint pas: dunt vostre resun se lyereyt ben si vus uset dit ke yl alyenerent &c. E de autre part, avant lestatut si avereyt le fyz Fourme de Doun.

[1] 13 Ed. I. De donis.

A.D. 1294. tute the son would have an action to demand the tenements so given, after the deaths of his father and his mother, in case they had not alienated; à fortiori, then, since the Statute.—*Howard.* This writ lies only since the time when it (the Statute) was made; and we reiterate our previous statement. And when you say that the son would have had an action before the Statute in case the tenements had not been alienated, you say truly; but not by this writ.—BEREFORD. As to your statement that the writ takes its origin from the Statute, that is true; but it was to provide for a case occurring before the Statute; and, to remedy hardships which occurred before the Statute, that writ was provided; and although the fact were that the gift was made forty years before the Statute, he would have a remedy by the Statute: for, by the form of the gift a right accrued to him immediately, although his action remained suspended until after the deaths of those to whom the gift was made. And on the other hand, when the writ of Mordancester was provided, it served in case my ancestor were previously dead. And in like manner where one comes to the Chancery and prays a remedy in a case happening to him, no remedy having been previously provided, then, in order that no one may quit the Court in despair, the Chancery will agree on the form of a writ, which writ shall serve him for his case which before the framing of the writ was unprovided for. Therefore your argument does not hold good.—*Kyngesham.* Whatever right he had by the form, his action accrued to him by the deaths of those to whom the tenements were given; now, although the gift were made before the Statute, yet if his father & mother died after it, his action would be clear, because it accrued to him after the Statute. But in this case his action did not accrue to him after the Statute, but did so before, by reason of the

acciun a demander lei tenements issy donez apres la mort sun pere e sa mere, par la ou yl nusent pas alyene: par mout plus fort pus le statut.—*Howard.* Cete bref ne git for pus le tens ke yl fut fet; e vus dium cum avant: e par la ou vus dites ky le fyz avereit acciun avant le statut par la ou le tenement ne fusent alyenez, coe est veyrs; mes ne pas par cel bref.—BEREFORD. A coe ki vus dites ki le bref prent sa nesaunce del statut, coe est veyrs; mes coe fut pur cas avenu devant le statut, e en remedie de duresces ki avendrent devant si fut cel bref purveu; e tot fut yl issy ke le doun [fut] fet .xl. aunz devant le statut, yl avereit remedie par le statut; kar meytenant par la forme du doun, dreit luy[1] acorut, tot demorat sa acciun in suspenso dekes apres la mort ces a ky le doun fut fet. E de autre part, qant bref de mordancestre fut purveu, sy servit yl en cas la ow mun auncestre fut mort devant. E ausi par la ou un home vent a la Chancelerie e prie remedie de un cas ky ly est avenu, par la ou nul remedie devant fut purveu, pur coe ky nul ne deit desepere de la court departer,[2] si se acordera la chaunceler en un bref fourme, le quel bref luy[1] servera en sun cas ky devant la confecciun du bref fut escheuy; par unt vostre resune ne se lye pas.—*Kyngg'.* Quel dreit ke il ut par la fourme, sa acciun ly acreyt par la mort de ces a ky le tenements sunt donez; dunt, tot fut le doun fet avant le statut, e sun pere e sa mere morsisent apres, sa acciun serreit clere, pur coe ky ele luy acorut pus le statut: mes en coe cas sa acciun ne luy acorut pas pus, eynz fit devant, A.D. 1294.

[1] MS. lyn.

[2] MS. de porter.

A.D. 1294. deaths &c. to whom &c.; so we do not think that he can make use of this writ which had its origin at a later time; and we pray judgment &c.—BEREWIKE. And we think the contrary.—*Howard.* What have they to show the form?—*Spigurnel.* A good jury.—That is not sufficient; for you have said that they were seised by the form, and that the tenements ought to descend to you by reason of the purchase by them; and you have nothing to shew it; and we pray judgment if &c.—BEREWIKE. Answer over.—*Howard.* Sir, whereas they say that the tenements were given to their father and mother, by which gift they were seised, we tell you that they can not say this; for heretofore this same A., who now brings this writ, brought a writ of Mordancester against one P. our feoffor whose estate we have, for the same tenements; on which writ it was found that neither his father nor his mother was ever seised: judgment if he can now demand anything on their seisin.—*Spigurnel.* As before.—*Howard.* Never seised by the form, ready &c.—And the other side said the contrary.—THE INQUEST came and said that neither his father nor his mother was ever seised.—So he took nothing by his writ, &c.; but was &c.

Mordancester. § One Alice together with Margery her parcener and R. their cousin brought a writ of Mordancester against the Abbat of Westminster, and demanded a rent of ten cakes a thousand gallons of monastic ale and a thousand loaves &c. of &c., on the death of F., father of Alice and Margery, and grandfather of R.—*Howard.*—In order that one may recover a rent by writ of Mordancester, he must say from what frank tenement it issues and by whose hand he was seised, and then have the view of that tenement; and, since you do not say from what frank tenement it issued, we pray judgment.—*Huntindone.* Our father, on whose death we

par la mort &c. a ky &c.; par quey nus ne entendum pas ky yl puse cel bref user ki prent sa nesaunce de plus tardif tens; e demandom Jugement &c. — BEREWIKE. E nus entendum le contrarie.—*Howard.* Ques unt yl de la fourme?—*Spigurnel.* Bon pais.—*Howard.* Coe ne suffit pas; kar vus avet dit ky yl furunt seysy par la fourme, e ky a vus deivent le tenement decendre par la resun du purchaz ke yl firunt; e ren ne avez de coe; e demandom Jugement si &c.—BEREWIKE. Responez outre.—*Howard.* Sire, par la ou yl dient ki le tenements furent donez a lur pere e a lur mere, par quele doun yl furent seysyz, nus vus dium ki coe ne punt yl dire; kar devant ces houres meme cete A., ki ore porte cete bref, porta un [bref] de mordauncestre ver un P. nostre feffor ky estat nus avum de meyme ces tenements; par le quele bref trove fut ki sun pere ne sa mere ne furent unkes seysis: Jugement si ore puse ren de lur seysine demander.—*Spigurnel.* Ut prius.—*Howard.* Unkes seysi par la fourme, prest &c. E le autre le revers.—LENQUEST vint e dit ki sun pere ne sa mere ne furent unkes seysis. Ideo nil cepit per breve &c. sed &c. A.D. 1294.

§ Un Alice ensemblement od Margerie sa parcener e R. lur cosyn porterent bref de mordancestre ver le Abbe de Westmestre, e demanderent une rente de .x. gasteaus myl galons de serveise monyale, e myl payns &c., de &c., de la mort F. pere Alice e Margerie, ael R.—*Howard.* Home ki deit par bref de mordauncestre rente recoverer, il covent kil dye de quele franc tenement issaunt e par ky meyn seysi, e sur tel tenement fere la vewe; e de pus ky vus ne dites pas de quel franc tenement issant, demandom Jugement.—*Huntindone.* Nostre pere, de ky mort nus portum cete assise, Mordauncestre.

A.D. 1294. bring this assise, was seised in his demesne as of fee of a livery for a serjeanty in the Abbey of Westminster viz., to be butler &c., in which Abbey we made view of a certain place, to receive that profit; and we pray judgment if in respect of that seisin there ought not to be an assise.—*Howard.* In this case he must help himself either by the old law or by Statute: by Statute he can not; for the statute makes mention only of Novel Disseisin: neither by the old law can he help himself; for in that case he would have the writ "de "corrodio habendo," and we pray judgment, since the old law gives you a remedy by another writ, and you can not in this case be aided by the Statute, if to this writ in the new form we ought to answer.—*Huntindone.* In this case my father would by Statute have the writ of Novel Disseisin if he were ousted: and by the same law I should have the Mordancester in case he died seised in his demesne as of fee. And since an action of the Novel Disseisin would be given to me by Statute in respect of my own estate, we pray judgment if there ought not to be an assise in respect of the estate of my father who died seised in his demesne as of fee.—BEREFORD. If he were to bring his writ of Mordancester for the gross of that serjeanty on the seisin of his ancestor, do you think that he would not be received thereto? He would. In like manner if he be seised of the gross, and part of that rent, as parcel of the gross, be deforced from him, he ought to recover by assise.—*Howard.* Rent is a gross issuing out of the freehold; and he demands it as an accessory appendant to a gross; and we do not think that the rent which is a gross thing can be an accessory to another gross. — BEREFORD. They demand that rent as a parcel in arrear of the profits of that serjeanty. — *Howard.* By their writ they demand it as a rent which is issuing out of the soil; and by their demonstrance it was a corrody which is not

fut seysi en sun demene cum de fe de une livresun A.D. 1294.
pur une serjantye en le Abbeye de Westmestre, de estre botiler &c., en quel Abbeye nus feymes la veue de certeyn lu a receyvre cel profyt; e demandom Jugement si de cele seysine ne deive assise estre.—*Howard.* En coe cas ou yl covent ke yl se heide par la auncyene ley ou par statut:[1] par statut ne put yl, kar le statut ne fet menciun for ke de novele disseysine; ne par la auncyene ley ne se put yl heyder, kar en cel cas si avera yl sun bref de corrodio habendo; e demandom Jugement, de pus ki la veyle ley vus ad done remedie par autre bref, e vus par statut en coe cas ne poet estre eide, si a cete bref de novele forme devum respoundre.—*Huntindone.* En coe cas savereyt mun pere sun bref de novele disseisine si yl fut oste par statut; par meme la ley averey je le mordancester par la ou yl morut seysi en sun demeine cum de fee: e de pus ki acciun moy serreit done par statut de mun estat demeine par la novele disseysine, demandom Jugement si assise ne deive estre del estat mun pere ky morut seysi en sun demeyne cum de fee.—BEREFORD. Si yl portat sun bref de mordauncestre del gros de cele serjantye de la seysine sun auncestre, ne entendet mye kyl sereyt a coe resu? cy sereyt: en meyme la manere si yl seit seysi du gros, e partye de cele rente cum une de parceles de cel gros ly seit deforce, si deit recoverir par assise.—*Howard.* Rente est un gros issant de franc tenement, e yl le demande cum un accessore apendant a un gros; e ne entendum mey ki rente ki est un gros puse estre accessore a un autre gros.—BEREFORD. Yl demaundent cele rente cum une parcele ky est arere del profyt de cele serjauntye.—*Howard.* Par lur bref si demaundent yl cum rente ky est issant du soyl; e par lur demostrance si le fut yl Counrey ki neit pas

[1] 13 Edw. I. (Westm. 2) c. 25.

A.D. 1294. issuing out of the freehold; so their writ supposes that it was issuing out of a freehold, and the demonstrance of their demand supposes that it was not issuing out of a freehold: and we pray judgment of the contrariety. —*Spigurnel.* A poultry rent savours of a corrody; but it is a rent service issuing out of the soil, and distress lies for it; but it is not so in this case; for if I give you an annuity issuing from my chamber, you can not distrein, nor does that rent issue out of a freehold &c.; neither does the profit of a corrody &c.; so this is not issuing out of the freehold as your writ supposes; and we pray judgment.—BEREFORD. What you allege amounts only to this viz. that one thing in gross is not appendant to another, and that his writ supposes the rent to be issuing out of the soil, and the demonstrance of their demand supposes it a corrody &c.; and then he tells you that when he brought his writ of Novel Disseisin for that in which he had an estate by way of descent, on the death of his ancestor on whose seisin he brings this writ, you pleaded with him without challenging anything, and went to the assise; and inasmuch as you went to the assise on his estate which accrued to him after the death of his ancestor, they think that it was of that parcel of which you never had any estate after the death of the said ancestor who died in his demesne as of fee; and so he takes his title in the right; and so it appears that the assise ought to run.—*Spigurnel.* The Novel Disseisin is given by Statute in a case where by the old law one can not have the Mordancester: but neither by Statute nor by the old law is the Mordancester in this case forbidden; wherefore we do not think that to this writ which is in a new form we ought to answer.—*Huntindone.* No one ought to leave the King's Court without relief: and this writ is given to us by the Chancery; so to this writ which was given to us by the Court for our case you ought

yssant de franc tenement; dunt lur bref suppose issant A.D. 1294.
de franc tenement, e par lur demostrance de lur demaunde nent issant de franc tenement; e demandom Jugement de la contrariouste.—*Spigurnel.* Rente de gelyns si soune en conrey; mes coe est rente service issant de soyl, e la gist destresce; e issi neit pas par de sa; kar si je vus doune un aunuelte issaunt de ma chaumbre, vus ne poet nent destreindre, ne cele rente ne hyt pas hors de franc tenement &c.; nent plus profyt de conrey &c.: par quey coe nest pas yssaunt de franc tenement cum vostre bref suppose; e demandom Jugement. —BEREFORD. Coe ky vus aleggez ne amounte nent plus for ke un gros ne eyt meye apendant [a un] autre, e ke sun bref veut rente cum yssaunt du soyl, e la demostrance de lur demaunde conrey &c.; dunt yl vus dit ky qant yl porta sun bref de novele disseysine de coe kil meme avoyt estat apres la mort sun auncestre de ky seysine yl porta cete bref cum par decente, si pledastes od ly sanz ren chalanger e estes a lassise; e de si cum vus eites a lassise de sun estat ki luy acrut apres la mort sun auncestre, cy entendunt ky de cele parcele de quele vus unkes estat ne avyez apres le deces meyme cely auncestre ky morut seysi en sun dememe cum de fee; e issy prent yl sun tytle en le dreit; par quey yl pert ki assise deive coure.—*Spigurnel.* Par statut est ordine en cas la novele disseysine, ou par la veyle ley home ne put aver le mordauncestre: mes par les statuts ne par la veyle ley en cel cas ne est le mordauncestre accepte; par quey nus ne entendum mye ky a cete bref de novele fourme devum respoundre.—*Huntindone.* Nul home ne deyt departer de la court le Rey sanz remedye; e cete bref nus est done par la Chancelerie; dunt a cete bref en

A.D. 1294. to answer.—*Howard.* You demand it as a profit from the service of the serjeanty: then we think that this writ should lie for him who is to take the services and not for him who is to do them; for he who receives them has a freehold.—*Bereford.* For a forest serjeanty one may bring the Mordancester, and there he is plaintiff who should do the services: so in this case: and he can not distrein. So it seems to us that there ought to be an assise.—*Kyngesham.* Although our Lord the King and his Council have granted the writ of Novel Disseisin for a corrody, yet for all that one can not in that case have the Mordancester until it be allowed by the Common Council. Judgment, as before.—And it was ordered that they should answer.—*Kynge.* Their father[1] on whose seisin &c., was never seised in his demesne as of fee, and had nothing therein except by sufferance; ready &c.—So to the ASSISE: which passed for the Abbat.—So they took nothing by the writ; but &c.

Note. § Note (for the preceding case) that a writ of Mordancester lies for a corrody where the corrody is given in fee.

Note. § Note (by *Howard*) that an Attorney in the Justice's Eyre can not pray the Attaint, nor shall it be granted at his request; because his authority ceases as soon as the Inquest or the Assise has passed, &c.

Note. § Note that the Justices in Eyre can grant Attaints on Assises which pass before them, but not upon Inquests.

Entry. § One Isabel brought a writ of Entry against John for one messuage & ten acres of land with &c.; and said that he had not entry except by Edith the daughter of Richard, mother of the said Isabel, who leased

[1] See last line of p. 325.

nostre cas par la court done devez respoundre.—*Houard.* A.D. 1294.
Vus le demandet cum profyt a service a serjauntye; dunt nus entendum ky a cely girreyt coe bref ky deyt prende les services, e ne mye cely ke les deit fere; kar cely ke les deit reseyvre si ad franc tenement.—*Bereford.* De serjauntye en foreyt si put porter le mordauncestre, e si est cely pleyntyf ki deit fere les services; ausi par de sa: e si ne put yl pas destreindre; par quey yl nus semble ky assise deit estre.—*Kyngge.* Tut eyt nostre seinur le Rey e sun conseyl grante bref de novele disseysine de conrey, pur coe ne put home mye aver en cele cas le mordauncestre si la kil seyt accepte par le commun conseyl. Jugement, ut prius. —E fut agarde ke yl respondisent.—*Kyngge.* Ky sa mere, de ky seysine &c., ne fut unkes seysie en sun demeine cum de fee, ne ren ne avoit for ki de grace, prest &c.—Ideo ad assisam: ki passa pur le Abbe.—Ideo nil cepit per breve; sed[1] &c.

§ Nota, pro precedenti, quod breve mortis anteces- Nota.
soris jacet de corrodio ubi corrodium datum est in feodo.

§ Nota, par *Howard*, ke le atturne en heyre de Nota.
Justices ne put mye prier lateynte, ne a sa requeste ne serra ele mye grante; pur coe ky sun power est defet meyntenaunt quant lenqueste ow lassise seit passe &c.

§ Nota ky Justices erranz pount granter atteyntes Nota.
sur assises devant eus passes, e ne pas sur enquestes.

§ Une Isabele porta bref de entre ver un Jon de Entre.
un mes e .x. acres de tere od &c.; e dit kil ne avoit entre si nun par Edyth la file Richard, mere lavant-dite Isabele, ky coe luy lessa a terme ky passa est.

[1] MS. si.

A.D. 1294. it to him for a term which was passed.—*Goldintone.* What have you to shew the term?—*Howard.* It is for you to have the evidence. If you will deny it, ready to aver it.—*Goldintone.* Not for a term, but in fee; and by this charter.—And they put forward the charter to the Court: and it was read, and then handed to Isabel. And the charter stated that Edith the daughter of Reginald granted & gave those tenements to John & his heirs.—*Howard* (for Isabel). Sir, by this charter she ought not to be barred of her action; for we have brought our writ and said that John had not entry except by our mother Edith the daughter of Richard; and they put forward a charter which witnesses that Edith the daughter of Reginald leased it to him: and we pray judgment of this deed which has a name other than that of our ancestor ought to bar us of our action.—*Mutford.* Sir, we are willing to aver that this is the deed of Edith your mother.—*Howard.* Then she had two fathers; which is untrue: for Edith the daughter of Richard and Edith the daughter of Reginald can not be one person unless she had two fathers. —*Mutford.* Many a man has two surnames, like Sir Roger fitz-Osbern who is Sir Roger fitz-Peter, and is known by both names; and yet it does not follow that he had two fathers.—BEREWIKE. Isabel, is it or is it not the deed of your ancestor?—*Huntindone.* Sir, she can not admit it; for the name of her ancestor is not contained in the charter; and I think that no stranger's deed ought to bar her of her action. And on the other hand, if one be impleaded for a tenement, and vouch to warranty Ralph the son of Robert, and then put forward a charter witnessing that Ralph the son of Geoffrey is to warrant him, I think that he would lose his voucher: so in the present case.—BEREWIKE. Although you say it was not your mother's name, yet perhaps he who drew up the charter made a mistake in the name. They offer to aver that it is the deed

— *Goldintone.* Key avet del terme? — *Howard.* Coe apent a vus aver; sy vus volet dedire, prest de averer.—*Goldintone.* Ne pas a terme, eynz en fee; e par cete chartre: e boterent avant la chartre a la court: fut lue, e pus bayle a Isabele; e la chartre voleyt ky Edeyt la file Renaud granta e dona ces tenements a Jon e a ces heyrs. — *Howard* (pur Isabele). Sire, par cete chartre ne deit yl estre forbarre de acciun; kar nus avum porte nostre bref, e dyt ky Jone ne avoyt entre si nun par Edyth la file Richard nostre mere; e yl botent avant une chartre ky temoyne ky Edeyth la file Renaud ly lessa; e demandom Jugement si coe fet ky est de autre noun ky de nostre auncestre nus deive reboter de acciun.—*Mutford.* Sire, nos volum averer ki coe est le fet Edyth vostre mere. —*Howard.* Dunke avoyt ele deus peres; ki faus est; kar Edyth la file Richard e Edyth la file Renaud ne poet estre une persone, si ele ne ut deus peres.—*Mutford.* Yl y ad meynt home ky ad deus surnouns; ausi cum Sire Roger le fyz Osebern e Sire Roger le fiz Peres, e par amedeus est yl conuz; pur coe ne ensuit yl nent ke yl avoyt deus peres. — BEREWYKE. Isabele, est coe le fet vostre auncestre ou nun?—*Huntindone.* Sire, ele ne put conustrer; kar le nun sun auncestre neit pas contenu en la chartre: e je entengh ky nul fet de estrange luy deit reboter de acciun. E de autre part, si un home fut enplede de un tenement, e vouchat a garranty Rauf le fyz Robert, e botat avant une chartre ky Rauf le fyz Geffrey luy deit garranter, je entengh ke yl perdreit sun vocher: ausi par de sa. — BEREWIKE. Coment ky vus diez ki coe nest pas le nun sa mere, ky par aventure cely ky fyt la chartre mesprit le nun: yl volunt averer ky coe A.D. 1294.

A.D. 1294. of your mother Edith.—*Howard.* That averment would be self-contradictory: for the charter says "Edith the "daughter of Reginald;" and we never had an ancestor who was called by that name: so the averment does not lie.—BEREWIKE. Go, Isabel; and imparl, and see if it be your [ancestor's] deed or not.—She went out to imparl and returned. And she was again asked if it was her [ancestor's] deed or not.—*Huntindone.* Sir, she can not tell; for the surname indicates a different person: but she offers to aver that her ancestor Edith was not the daughter of Reginald: so it seems to us that to this grant in the name of another she can not give an answer.—BEREFORD. I think the rule of Court is that, when one has prayed the view of a charter or a writing, and thereupon go out to imparl, on coming back he has only to answer if it be his (or his ancestor's) deed or not. So in the present case. But since she will neither admit nor deny it the Court takes it for granted.—And it was adjudged that she should take nothing by her writ, and should be in mercy.—And the other was bidden Adieu, without day.

Ael. § One William and Maud his wife brought a writ of Ael against one Joan, and demanded rent to a certain amount issuing out of a certain tenement which Joan held, and of which rent Maud's ancestor died seised.—*Spigurnel* (for Joan). Sir, we ought not to answer this writ; for the writ lies not in this case; for the reason that she can have a remedy by another writ, such as the writ for Customs and Services; or without a writ, as by distress; on which distress we can have recovery by a writ of Acquittance against our feoffor who enfeoffed us to hold these tenements by the service of a rose to be rendered yearly for all services: and if William and Maud were to recover by this writ we should never have recovery against our feoffor; for whereas we purchased the tene-

est le fet Edyth vostre mere.—*Howard.* Cel averement serreit contrarie en luy meme: kar la chartre veut Edyth la fyle Renaud; e nus ne avum unkes auncestre ky fut apele par cele nun: dunt le averement ne gyt pas. — BEREWIKE. Isabele, alet; cy enparlez, e veet si coe seit vostre fet ou nun.—Ele yssyt denparler e revynt: demaunde ly fut autre fez si coe fut sun fet ou nun. — *Huntindone.* Sire, ele ne put saver; kar sornoun doune conisaunce de diverse persones; mes ele veit averer ky unkes sun aunsestre Edyth la file Renalt ne fut; dunt yl nus semble ky a cete forme en autri noun ne put ele respons doneyr.—BEREFORD. Je entenk ki ordre de Court est kant un home ad demande la vewe de un chartre ou de escryt, e sur coe seit issu de enparler, ke a la reveine yl ne ad [forke] a respoundre si coe seyt sun fet ou le fet sun auncestre ou nun: ausi par de sa: mes pur coe ke ele ne voydryt granter ne dedire la court le tent pur grante.—E fut agarde ky ele ren ne preyt par sun bref, e fut en la mercy. E lautre a deu sanz jour. A.D. 1294.

§ Un Willem e Maut sa femme porterunt bref de ael ver une Jone, e demaunderent tant de rente yssant de un tel tenement ky Jone tynt, e de quele rente le ael Maut morut seysi. — *Spigurnel* (pur Jone). Sire, a cete bref ne devum respoundre; kar le bref ne gyt nent en coe cas; par la resun ky ele poit aver remedie par autre bref cum par bref de custumes e services, ou sanz bref si cum par destrese, par quel destresce nus pussum aver recoverir par bref de aquitaunse ver nostre feffor ki nus feffa a tenir ces tenements par service de une flour de rose rendant par an pur tous services: e si Willem e Maud recoverisent par cete bref nus ne averium jammes recoverir ver nostre feffor, par la ou nus purchasames le tenement par service de une flur Ael.

A.D. 1294. ment by the service of rendering yearly a rose, yet by this writ the tenements would be charged in our seisin without having any remedy; which would be a great hardship: and since they can have another remedy, we do not think that this writ lies.—BEREWIKE. Because there are two ways, do you wish to drive them to that way which would be to your advantage?—No. Answer. —*Spigurnel.* Without it being awarded. And it may be that her father released these services to our feoffor, while he was seised.—BEREWIKE. And we adjudge that you do answer.—*Spigurnel.* And we demur outright to your judgment, because the same case is before John de l'Isle, and another is pending in the Bench.—BEREWIKE. Therefore we will not go on so far. Await your judgment. And because Joan could not deny the seisin of her ancestor, and thereby the Court takes it for granted, this Court adjudges that William and Maud do recover the subject of their demand, and that Joan be in mercy. —And *William Howard* said that the tenant will have recovery against her feoffor by writ of Mesne for the distress which she will now make, in the same manner as she would have had before the pleading of the cause.

Note. § Note that one can not vouch the record of the Rolls against an infant under age, whether he be plaintiff or defendant, unless he himself permit it; and though one vouch, yet it shall not be to his (the infant's) prejudice.

Note. § Note that aid of a parcener ought not to be granted unless the land or tenements have been partitioned.

Utrum. § One John, parson of the church of C., brought a writ of Utrum against William de B.—*William* came and said, Wrongly he brings this writ; for he himself is seised of my fealty for the same tenements which he

de rose rendant par an, par coe bref sereynt le tene- A.D. 1294.
ments chargez en nostre seysine sanz aver remedye ; ke sereit grant durese : e de pus kil poent aver autre remedie, ne entendum pas ky coe bref ygise.—BEREWIKE. Volet, pur coe ke yl unt deus veyes, chacer les al une veye la serreit a vostre avantage ? non, responet. —*Spigurnel.* Saunz agarde ; e put estre ki sun pere relessa a nostre feffor ces services en sa seysine. — BEREWIKE. E nus agardum ke vus responet.—*Spigurnel.* E nus demorum tut atrenche a vos Jugements, pur coe ky meyme le cas est devant Jon del Yle, e un autre en Bank pendant. — BEREWIKE. Pur coe ne avendrum pas tant. Agardet vos Jugements. E pur coe ky Jone ne[1] savoyt dedire la seysine sun auncestre, e entant sa tynt la court grante, si agarde cete court ky Willem e Maut rekeverunt lur demande, e Jone en la mercy.—E *Willem Howard* dit ke le tenant avera recoverer ver sun feffor par bref de mene par la destresce ke ele fra ore, ausi, cum yl ut fet[2] avant coe play plede.

§ Nota, um ne poet nent vocher record de roules Nota.
encoutre enfaunt de denz age si yl ne voile meymes, le quele que yl plede ou seit enplede ; e mes ke yl voche, coe ne serra nent prejudice a luy.

§ Nota, eyde de parseinere ne deit estre grante Nota.
syl ne seyt ky les teres ou le tenements seyent partyes.

§ Un Jon, personne de la esglise de C., porta un Utrum.
bref de utrum ver Willem de B.—Willem vynt e dit ky atort porte yl cete bref ; kar yl meymes est seysi de ma feute pur meyme ley tenements ke yl ore demaunde ;

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[1] MS. sa. | [2] MS. W.

A.D. 1294. now demands; and we pray judgment.—*John* answered and said that fealty does not rebut one from an action.—METINGHAM. Fealty bars one of Holy Church, such as a parson or a vicar, from an action, just as much as homage would do in the case of other persons: parsons and vicars can not receive homage: for homage is in the Right, and parsons hold only for life.—*John.* I never received fealty; ready &c.—*William.* Ready to aver that you are seised of our fealty, at our hands; and, if it be found that you are not seised, ready to aver that the land is not frank-almoign of your church, but is my lay fee.—The INQUEST came and said John the parson was seised of the fealty.—METINGHAM. Therefore this Court awards that you take nothing by your writ.

Cosinage. § John the son of Richard de Molin brought a writ of Cosinage against the Abbat of Westminster for the manor of Iveneye with &c., counting on the seisin of T. his cousin.—*Kingesham* denied the words of Court, and said that the Abbat could not answer for these tenements without the King, for the reason that St. Edward the King had given to God and to the House of Westminster the manor of Staines with the appurtenances and all its members, to wit the manor of Iveneye. And in respect thereof he put forward the charter, without a seal, which witnessed in the form aforesaid.—*Huntindone.* To say that they can not answer without the King, by virtue of the charter which they put forward, is tantamount to the vouching any ordinary person: but if they were to vouch any other person by virtue of a charter of earlier date than the seisin of my ancestor on whose seisin I demand, he would not be received to that voucher or aid-prayer: so in the present case, since we count on the seisin of our ancestor in the time of King Henry, which is later than the charter which they put forward, we pray

e demaundom Jugement.—*Jon* respount e dit ky feaute ne reboute pas home de acciun.—METINGHAM. Atant forclot feaute home de seint esglyse, cum persone ou vikari, de acciun, cum freit homage entre autres persones; kar homage ne pount les persones ne vikeres receyvre; kar homage est en le dreit, e persones ne unt for terme de vye.—*Jon.* Unkes ne recut feaute; prest &c. —*Willem.* Prest del averer ky vus estes seysi de nostre feaute par my nostre meyn: e si trove seit ky vus ne estes meye seysi, prest de averer ky cele tere ne est pas franc aumeyne de vostre esglise, eynz mun lay fee. —Vynt LENQUESTE e dit ky Jon la persone fut seysi de la feaute.—METYNKHAM. Pur ceo agarde cete court ky vus ren ne pernez par vostre bref &c. A.D. 1294.

§ Jon le fys Ricard du Molin porta bref de cosinage ver le Abbe de Westmestre du maner de Yveneye od &c., countant de la seysine T. sun cosin.—*Kyngg°*, defendi le moz, e dit ky le Abbe ne poet de ces tenements respoundre saunz le Roy; par la resune ky le Rey Seint Edward avoit done a deu e a la mesone de Westmestre le manere de Stanes od les apurtinances e od touz les membres, coe est a saver la maner de Yveneye; e bota avant la chartre sauns cel de coe ky temonia en la forme avant dite.—*Huntindone.* A dire ky yl ne pount sanz le Rey respundre par la chartre kyl mettunt avant, tant amounte cum a vocher un autre de pople; mes si yl vochasent un autre par chartre de plus aunciene date ky ne fut la seysine mun auncestre de ky seysine je demande, yl ne serreit pas recu a cel vocher ne ayde prier: ausi par de sa, de pus ky nus contum de la seysine nostre auncestre del tens le Rey Henri, ky est plus tardyf ke ne est Cosinage.

A.D. 1294. judgment if you ought not to answer without the King.—*Howard.* What have you to shew that your ancestor was later seised?—*Huntindone.* Good matter in pais.—*Howard.* You can not get to that; since we put forward the charter which witnesses the King's gift, and you have nothing to shew that your ancestor was later seised, we pray judgment if we ought to answer without the King: you saw the like point in the case of A. and the Prior of Montague.—BEREWIKE. If you wish to aid yourself by a precedent, give a precedent which confirms your own case. But that precedent is not similar: for it was in a writ of Right, and after the mise, where they put forward the charter; whereupon the King allowed an inquest whether the seisin of their ancestor was more recent than the date of the charter which they put forward, and if it was found that it was so, that they should proceed to the mise. But here they are in a possessory writ, and they offer to aver that the seisin of their ancestor was more recent; so it appears that you must needs answer thereto, notwithstanding the charter.—*Spigurnel.* Sir, if we should answer thereon, then we shall waive the charter by which claim an estate in the tenements in respect of which we have previously said that we can not answer without the King; and if we now answer to that seisin, that answer would be at variance with the other; and we pray judgment if &c.—BEREWIKE. Have you always continued your seisin since the making of the charter without altering your estate?—*Howard.* We have put forward the charter of King Edward which witnesses the gift; and up to this day we are seised of the same tenement; and our negative may be as provable as their affirmative; and they shew nothing to the Court in affirmation of their affirmative which should give them title: judgment if &c.—*Huntindone.* The date of that charter is before the Conquest, and from time

la chartre ke yl boutent avant, Jugement si saunz le Rey ne devet respundre.—*Howard.* Quey avet de coe ky vostre [ancestre] fut plus tard seysi.—*Huntindone.* Bon pays.—*Howard.* A coe ne poet avenir; de pus ky nus mettum avant la chartre le Rey ky temoine le doun, e vus de coe ky vostre auncestre fut plus tard seysi ren ne avez, Jugement si nus devum sauns le Roy respundre: dut vus veites le cas entre A. e le Prior de Mounagu.—BEREWIKE. Si vus volet eider vus par ansaunple, donet cele ensaunple ky seit confermant a vostre cas; mes cete nest meye, semblable; kar coe fut en bref de dreit e apres la myse, par la ou yl boterunt avant la chartre; par unt la Rey granta denquere si la seysine lur auncestre fut plus tardive ky la date de la chartre ky yl musterent avant, e si ne trove fut ky oyl, ke yl alasent avant a la myse. Mes cy sunt yl en un bref de possessiun, e tendunt daverer la seysine lur auncestre plus tardive: dunt yl pert ky vus avez mester a coe respundre, ne mye encontreyteaunt la chartre.—*Spigurnel.* Syre, si nus respoundisum par la, dunke weyverum nus la chartre par la quele nus clamum estat en les tenements dunt nus avioms avant cet houre dit ky nus ne poum saunz le Roy respundre; e ore a respundre a cele seysine, si sereyt cel respuns contrariaunt a lautre; e demandom Jugement si &c.—BEREWIKE. Avet touz jours continue vostre seysine pus la confecciun cete chartere sauns chaunger vostre est estat?—*Howard.* Nus avum mys avant la chartre le Roy Edward ky temoyne le doun; e nus huy coe jor seysi de meme le tenement; e ausi provable put estre nostre negatyve cum lur affirmatyve; e en affermant lur affirmatyve ky title lur dut doner ren ne mostrent a la court: Jugement si &c.—*Huntindone.* La date de sele chartre si est devant le Conquest, e de tens dunt memorye

A.D. 1294.

A.D. 1294. whereof memory runs not; but we will aver the seisin of our ancestor as more recent, and the limitation of our writ is so likewise: judgment if you ought not to answer.—*Kyngesham.* And we pray judgment, inasmuch as we have the charter of St. Edmund the King and the confirmation by the present King confirming the first charter, if we ought to answer without the King, since they have nothing to shew.—BEREWIKE. The King has ordained that they who have a charter from him or his ancestors may answer without him in those cases where they could vouch an ordinary person by virtue of his charter: but in the present case they could not vouch another person by the charter of earlier date than the seisin of their ancestor on whose seisin they count; no more can they in this case.—*Howard* said as before.—BEREWIKE. We can not go on without knowing the King's pleasure in this case or in this plea.—And so they had a day to speak with the King.

Entry founded on the Statute.

§ One A. brought a writ of Entry founded on &c. against T. le Charer and Joan his wife for a house in the town of Westminster. After the view they came into court and said that R. the father of A. was not ever seised in such wise that he could be disseised; and that this was found before the justices at Westminster in such a year: and thereof they vouched the record of the rolls. They had a day to bring the Record; on which day they made default; by reason whereof the Petit Cape issued, to take the house into the King's hand; and they were summoned to hear their judgment: on the appointed day the husband came not, but the wife came and prayed to be received to defend her right.—*Spigurnel.* We do not hold to the default which they made, but we ask if they have that which they vouched.—*Suthcote.* The Statute states that where the husband makes

ne court; mes nus volum averer la seysine nostre auncestre plus tardive, e la limitaciun de nostre bref ausi: Jugement si vus ne devet respundre.—*Kyngᵍ*. E nus Jugement, de sicum nus avum la chartre le Roy Seynt Edward e le confermement cete Rey ky ore est ky conferme la primere chartre, si nus devum saunz le Roy respundre, de pus ke yl ne unt ren.—BEREWIKE. Le Roy ad hordine[1] ky ces ki unt chartre de ly ou de ces auncestres pusent saunz ly respundre en cas la on yl porreynt[2] estre a vocher autre homme du pople par sa chartre; mes en coe cas ne porreynt vocher un autre par la chartre de plus haut tens ky de la seysine lur auncestre de ky seysine yl content: nent plus par de sca.—*Howard.* Cum avant.—BEREWIKE. Nus ne poum avant aler saunz la volunte le Roy en coe cas ne en coe play. Et sic habuerunt diem ad loquendum cum Rege. A.D. 1294.

§ Un A. porta bref de entre funde sur &c. ver T. le Charer e Jone sa femme de uyn meys en la vyle de Westmestre; apres la veue fete vyndrent en court e dyseynt ky R. pere A. ne fut unkes seysi par quey ke yl pout estre disseysi; e coe fut ateynt devant Justice a Westmestre tel an: e de coe vocherent record de roules. Aveynt jour a fere venir le record; a quel jour yl firent defaute; par quey issit le petyt cape a prendre le mes en la meyn le Roy; e furent somuns de oyer lur Jugement: a quel jour le barun ne vynt poynt, mes la femme aparut, e pria de estre recu a defendre sun dreit.—*Spigurnel.* Sire, nus ne pernum pas a la defaute ke yl firent, mes nus demandom si yl eyent coe ke yl unt voche.—*Sutkote.* Le statut[3] veut ky par la ou le barun face defaute ou [ne] voyle re- Entre funde.

[1] See Stat. de Bigamis, 4 Edw. I.
[2] MS. ne porreynt.
[3] 13 Edw. I. (Westm. 2.) c. 3.

A.D. 1294. default or will not answer or feintly defends the right of his wife, if she come before judgment and pray to be received, &c. she shall be received; by virtue of the Statute.—BEREWIKE. If her husband survive he will have the whole; it is as much her husband's right as her right.—*Mutford.* The Statute aids you only where the husband alone is impleaded; and this may be understood from the first words of the Statute, which says "When the husband being impleaded &c."; but in this case they were impleaded jointly, and they both appeared in court and prayed the view, and afterwards pleaded in chief. Judgment if she ought now to be received to answer singly, inasmuch as she heretofore pleaded together with her husband.—*Suthcote.* If her husband had lost these tenements by default, she, after her husband's death, would have had recovery by writ of entry; whereby it appears that if she come before judgment she ought to be received to defend &c.; and we tell you that R. the father of A. was never seised in such wise that he could be disseised, ready &c.—*Spigurnel.* Sir, they both formerly came into court and vouched the record, which they have not; and we pray judgment. — *Suthcote.* As before. BEREWIKE. This is the same answer as before, except that the averments are different; for heretofore they offered to aver by the Record, and now it is by the Country.—And at last it was decided that the wife should be received.—So to the Country.

Formedon. § One A. brought a writ of Formedon against B., and counted that one C. gave the tenements which were in demand to a certain man and a certain woman and to the heirs of their bodies &c., which tenements ought to descend to him (*A.*) as son and heir.—*Suthcote.* Whereas they say that one C. gave the tenements to such a man and such a woman and to the heirs &c., we tell you that he gave them to them and their heirs

spundre ou feyntement defend le dreit sa femme, si ele veigne devant Jugement e prie de estre resu &c., ele serra resu; par vertue de statut.—BEREWIKE. Si sun barun survive, yl avera tot; coe est ausi ben le dreit sun barun cum sun dreit.—*Mutford.* Le statut ne vus eide for la ou le barun soul est enplede; e coe put estre entendu par la primere paroule de lestatut ky dit "quando vir inplacitatus &c.;" mes en coe cas yl furent joyntement enpledez, e apparurent ammedeus en court e demaunderunt la vewe, e pus plederent en chef. Jugement si ele deyve hore estre resue a respundre sole, de pus ky ele avant[1] ces hours ad plede od sun barun.—*Soutkote.* Si sun barun ut perdu par defaute ces tenements, apres la mort sun barun ele avereyt recoverir par bref de entre; par unt yl pert si ele vyne avaunt Jugement ky ele deit estre resue a defendre &c.: e vus dium ky R. pere A. ne fut unkes seysi issi ky yl pout estre disseysi, prest &c.—*Spigurnel.* Syre, avaunt ces houres yl veyndrent ammedeus en court e vocherent record, lequel yl ne unt meye; e demandom Jugement.—*Sutkote.* Ut prius.—BEREWIKE. Coe est meyme le respons ky devant, for ky yl y ad divers averement; kar avant ces houres tendirent yl de averer par record, e ore par pays. Et ultimo consideratum fuit quod uxor esset admissa Ideo ad patriam. A.D. 1294.

§ Un A. porta bref de fourme de doun ver B. e conta ky un C. dona les tenements ky furunt en demaunde a un tel e a une tele e a les heyrs de lur cors &c., e les ques a ly deivent decendre cum a fyz e heyr.—*Sutkote.* Par la on yl dient ky un C. dona ley tenements a un tel e a un tele e as heyrs &c., nus vus dium ky yl les dona simplement e eus e a lur Fourme de doun.

[1] MS. ad avant.

A.D. 1294. simply; (and they put forward the charter which witnessed this); judgment if they can have an action. —*Spigurnel.* If I were to enfeoff you of a tenement by charter, by which gift you become seised, and I then make another charter to you of the same tenements and join your wife therein; nothing would thereof accrue to your wife, unless there should have been a transmutation of estate; no more in the present case: and since we offer to aver the form in fee-tail, we ought not to be rebutted from an action to demand these tenements by virtue of the form.—*Mareys.* Since they have nothing which witnesses the fee-tail, and we put forward a deed which witnesses a fee-simple, we pray judgment if they can get to any averment in opposition to that deed.—BEREWIKE. You who shew that deed are a stranger, and they are strangers to him who appears to have made it; wherefore it appears that they shall be answered notwithstanding the charter, since they offer to aver the formal gift.

Entry. § One A. brought a writ of Entry against B.—*B.* said that her husband purchased these tenements, to hold to him and his heirs; and that she claimed nothing in the tenements demanded except by reason of the nurture of C., son and heir of her husband, who was not named in the writ; and she prayed judgment of the writ.—*Goldintone.* Sir, we tell you that her husband and she were jointly enfeoffed of these tenements, and that she survived her husband, and has always continued her estate by reason of the joint-tenancy, and was seised as of freehold on the day of the purchase of our writ; ready &c.—*Howard.* She has nothing except the nurture &c., as before, by reason of the non-age of C. her son. And whereas they say that her husband and she jointly purchased these tenements, we tell you that her husband alone purchased them; and see here the charter which witnesses it; and we pray judgment if to that aver-

heyrs; e mustrerent avant une chartre ky coe temonya; A.D. 1294.
jugement si yl pusent acciun aver.—*Spigurnel.* Si je vus fefface de un tenement par une chartre, par quel doun vus fuses seysi; e pus vus feise un autre chartre de meme ces tenements, ow vostre femme fut joynt, par tant ne acrestreyt ren a vostre femme sanz coe ky li ut transmutaciun de estat: nent plus par de ca; de pus ky nus volum averer la forme ki pus fut fee, ne deivum estre rebote de acciun a demaunder ces tenements par la forme.—*Mareys.* De pus ke yl ne unt ren ki temoyne le fee tayle, e nus mettum avant fet ky temoyne fee pur, Jugement si yl pussent a nul averement avenir encontre cel fet.—BEREWIKE. Vus estes estrange ky mostret cel fet, e yl sunt estrange a cely ky le dut aver fet; par unt yl pert ky yl serrunt respondu ne mye encontre esteant la chartre, de pus ke yl volunt averer le doun fourmel.

§ Un A. porta bref de entre ver B.—*B.* dit ki sun Entre,
barun avoyt purchace ces tenements a ly e a ces heyrs, e ki ele ne clama rens en ley tenements demaundes si nun par la resun de la noriture C., fyz e heyr sun barun, neint nome en le bref; Jugement du bref.—*Goldintone.* Sire, nus vus dium ke sun barun e luy furent joyntement feffes de ces tenements, e ki ele survesquy sun barun, e tous jors pus a sun estat contenue par la resone de cele joynture, e seysi fut cum de franc tenement le jor de nostre bref purchace, prest &c.—*Howard.* Ele ne ad rens si la noriture nun, ut prius &c., par la resun de le nun age un tel sun fys. E par la ou yl dyent ke sun barun e yl joyntement purchaserent ces tenements, nus vus dium ky sun barun soul purchaca; e veez sy la chartre ky coe temoyne e demandom Jugement si a cele averement deivent estre

A.D. 1294. ment they ought to be received.—*Goldintone.* As before. —BEREWIKE. Will you affirm in her person more estate than she claims? In this case it would be less hardship to abate the writ, seeing that your action is saved to you until the infant come of age, than to receive the averment offered by you which might work to his disheritance. And therefore this Court doth adjudge that you take nothing by writ, but be in mercy &c. —*Goldintone.* We pray that our claim may be entered. —BEREWIKE. Of course it must be entered, for it is the cause of the abatement of your writ.

Entry. § One A. brought a writ of Entry in the "post" against B.—*Mutford.* He can have a good writ in the "per"; judgment if in this writ in the "post" he ought to be answered.—*Howard.* Give us a good writ in the "per."—*Mutford.* Say "into which he has not "entry unless by C., to whom D. leased it, who thereof "tortiously and without judgment disseised our father "whose heir &c."—*Howard.* This writ will not lie in the "per"; for the reason that C. had not entry on these tenements by lease from D., but by heritable succession after the death of the said D.; now if we were to bring our writ in the degrees, the writ must suppose a lease; but in this case he did not enter by lease but by succession: so our writ would on that point be abatable. Judgment if the writ in the "post" be not good enough.—*Mutford,* as before.—BEREWIKE. There is a degree by a feoffment, and there is a degree by a succession; but if you were to say in your writ that he had not entry unless by such an one who leased these tenements to him, when in fact he entered by succession, that statement would be false; for the lease supposes an estate by specialty: wherefore we are of opinion that the writ is good enough. Answer over. —And he (*Mutford*) did so.

resu.—*Goldintone.* Ut prius.—BEREWIKE. Volet vus plus estat afermer en sa persone ke ele ne cleyme? E meyndre duresce sereyt en coe cas de abatre le bref, par la ou vostre acciun vus est reserve a le age lenfaunt, ky de reseyvre cest averement ky vus tendet ky porreyt cheyr en deseritaunce de ly. E pur coe agarde cete court ky ren ne preynet par vostre bref, mes seyt en la mercy &c.—*Goldintone.* Nus prium ky sun cleyme seyt entre.—BEREWIKE. Yl covent aforce ky yl seyt entre, kar coe est la cause del abatement de vostre bref. A.D. 1294.

§ Un A. porta bref de entre ver B. en le post.— *Mutford.* Yl put aver bon bref en per; Jugement si a cete bref en le post deit estre respondu.—*Houard.* Dones nus bon bref en le per.—*Mutford.* En ley ques yl nad entre si nun par C.[1] a ky D.[1] le lessa, ky de coe atort e saunz Jugement deseysy nostre pere ky heyr &c.—*Houard.* Cete bref ne gyt pas en le per; par la resune ky C. navoyt pas entre en ces tenements par le les D., eynz par successiun de heritage apres la mort meme celuy D.; dunt si nus portasum nostre bref en degrez, si covendreyt ky le bref suposat les; mes en coe cas ne entra yl mye par les eynz, par successiun; dunt nostre bref par la serreyt abatable. Jugement si le bref ne seit asez bon en le post.—*Mutford.* Ut prius.—BEREWIKE. Yl y ad degre par feffement, e yl y ad degre par successiun de heritage; mes si vus deiset en vostre bref ke yl ne avoyt entre si nun par un tel ky ces tenements luy lessa, par la ou yl fut entre par successioun, cele paroule sereit fause; kar le les suppose estat par especial fet: par quey avys nus est ky le bref est asez bon: responet outre.—Et ita fecit. Entre.

[1] MS. T. a ky A.

A.D. 1294. Entry. § Richard the Bishop of London brought a writ of Entry against Adam le Feure, saying "into which he "has not entry except by John de Chishull late "Bishop of London, predecessor of the said &c., who "leased these tenements to him without the assent "and consent of his chapter."—*Kingesham.* We can not answer; for we have nothing in these tenements except jointly with our wife who is not named in the writ; judgment of the writ.—And he put forward a charter which purported that one Peter the Bishop had enfeoffed him and his wife jointly.—*Spigurnel.* Whereas our writ supposes that he has not entry except by John de Chishull, the charter which they put forward shews that they entered by Peter; so this is a traverse to the entry: and we will aver our writ.—*Kingesham.* This would be an answer: but now I can not answer without our wife. Judgment of the writ. —*Spigurnel.* As before.—BEREFORD. If he were to traverse the entry, and the Inquest were to join and were to pass against him, and his wife were to come before us before judgment, she would be received to defend her right; and all that had been done would be undone, and so the Court would have been troubled in vain: wherefore it seems to us that the writ is worthless.—And it was quashed.

Entry founded &c. § One Adam brought a writ of Entry founded on &c. against B.—*B.* said that in this writ he (Adam) ought not to be answered until he was of age; for the reason that he has counted in the Right, to which he can not be a party under age; and (said he) we pray judgment.—[*Adam*]. This is a writ founded on disseisin; in which we can be a party; for the whole pleading is on the tort done to our mother: and we pray judgment.—*Spigurnel.* The Statute says that where one is disseised and dies during the plea, by the non-age of the heir on either side the plea by writ of

§ Ricard Eveske de Loundres porta bref de entre ver Adam le Feure, en ley quey yl nat entre si nun par Johan de Chisel jadis Eveske de Loundres predecessor memes cete &c. ky ces tenements luy lessa saunz le assent e la volunte sun chapitre.—*Kyngᵒ*. Nus ne poum respondre; kar nus ne avum ren en ces tenements si nun joynt a nostre femme nent nome au bref; Jugement du bref: e bota avant une chartre ke voleyt ky uyn Pers Evesky avoyt feffe luy e sa femme joyntement.—*Spigurnel.* Par la ou nostre bref suppose ky yl nad entre si nun par Jon de Chisel, la chartre kil boutent avant veut ki yl entrerent par Peres; dunt coe est travers al entre; e nus volum averer nostre bref.—*Kyngᵒ*. Coe serreyt respons; mes hore ne pus je mye respondre saanz nostre femme. Jugement du bref. —*Spigurnel.* Ut prius.—BEREFORD. Si yl traversat la entre, e lenqueste se joynsit e passat encontre ly, e sa femme vensit devant nus, ele sereyt resue a defendre sun dreit devant Jugement; e tot sereyt defet kant ky fut fet, e issi sereit la court travayle en veyn: par quey yl nus semble ke le bref ne vaut ren.—Cassatum fuit. A.D. 1294. Entre.

§ Un Adam porta bref de entre funde sur &c. ver B.—*B.* dit ky yl ne deit estre respondu a cete bref dekes a sun age; par la resoun ky yl ad conte en le dreit, a quey yl ne put estre partye deynz age; e demandom Jugement.—[. .] Coe est un bref funde sur disseysine, a quey nus poum estre partye; kar yl est tut plede sur le tort fet a nostre mere: e demandom Jugement &c.—*Spigurnel.* Le statut[1] veut ki la ou home seyt disseysi e murge enpledant, ky par le nun age des heyrs de une part ou de autre ne seyt le play Entre funde.

[1] 3 Edw. I. c. 47.

A.D. 1294. Entry founded on disseisin shall not be delayed. But now they are not in the case provided for by the Statute; for their mother did not purchase a writ during her life; and we pray judgment if she (the demandant) ought to be answered.—*Kingesham.* That ought not to prejudice us; for the reason that our mother who was disseised was under age and under coverture and died under age; wherefore she could not and had no capacity to purchase a writ; and we pray judgment &c.—The writ was quashed, and she (the demandant) was in mercy.

Dower. § One A. brought a writ of Dower against B. for the third part of five marks of rent. *B.* vouched to warranty the heir of her husband, who came into Court and asked by virtue of what she intended to bind him to warranty.—*Spigurnel.* See here your father's charter, by which he enfeoffed us of the tenements out of which the rent should issue, to wit the five marks whereof she demands her third; and afterwards he released and quit-claimed unto us these five marks in consideration of the service of one rose; and inasmuch as the services were extinguished in the hands of us who are tenants of the tenement which he ought to warrant, we pray judgment &c.—*Howard.* Ought we to warrant what we ourselves are to take out of the tenements?—*Spigurnel* would have withdrawn from his voucher, but could not. Wherefore it was adjudged that A. should recover her dower against B. according to the terms of her demand, and that the heir should go quit of the warranty.

Escheat. In the Bench. § One A. brought a writ of Escheat against B., and said that one G. held these tenements of him and committed felony, by reason whereof he was outlawed. *Kyngesham.*—He was not seised on the day when the felony was committed; ready &c.—*Warwick.* You have admitted the felony; and we will aver that he held

targe par bref de entre funde sur disseysine: mes hore ne sunt yl pas en coe cas de statut; kar lur mere ne se prochase meye en sa vye: e demandom Jugement si ele deit estre respondu.—*Kyngge'*. Coe nus deit pas nure; par la resun ky nostre mere ky fut disseysie fut de denz age e coverte de barun e morut denz age; par quey ele ne poeyt ne savoyt sey purchacer; e demandom Jugement cy &c. — Quassatum fuit breve, et ipsa in misericordia. A.D. 1294.

§ Un A. porta bref de dowere ver B. de la terce partye de .v. mars de rente. *B.* vocha a garrantye le heyr son barun, ky vent en court e demaunda par quey yl ly voleit lyer a la garrantye. — *Spigurnel.* Veyz si la chartre vostre pere, par quele il nus feffa des tenements dunt la rente dut yssyr, coe est a saver le .v. mars dunt ele demaunde sun ters; e pus apres yl nus relessa e quiteclama ces .v. mars pur une rose; e de cy cum les services sunt estynt en nostre meyns ky sumes tenanz du tenement le quele yl deit garranter, Jugement &c.—*Howard.* Devum nus garranter coe ky nus meymes dusum prendre dey tenements? —*Spigurnel* voleyt resorter de sun vocher, e ne poet mye: par quey fut agarde ky A. rekeveryt sun dowere ver B. solum sa demaunde, e le heyr quites de la garrantye. Dowere.

§ Un A. porta bref de eschete ver B., e dit ky un G. tynt ces tenements de ly e fit felonye, par quey yl fut utlage. — *Kyngge'*. Ky il ne fut nent seysi le jour de la felonye fete, prest &c.—*Warwyke.* Vus avet grante la felonye; e nus volum averer ky il tynt les Escheta in Banko.

A.D. 1294. the tenements of us since then; so say if he held the tenements of us since then.—*Kyngesham.* I have no need to do that; for the felony gives you an action.—*Warwick.* You must say if he held the tenements since the felony; for your statement may have several bases of truth; for instance, he (G.) may not have held of him [A.] either before or after [the felony]; and then he did not hold of him on that day: or that he purchased the tenement since; and then we ought to have it by escheat just as if they had held it on the day.—HERTFORD (Justice). Say if he was seised afterwards; for you who are a stranger can not be in a better condition than his son would be; but his son could not demand as his heritage what he purchased after the commission of the felony: so it may be that he purchased the tenement ten years after the commission of the felony.—*Kyngesham.* He was never seised afterwards; ready &c.—The Inquest said that he (G.) did not hold of him (A.) on that day, but that he purchased it afterwards of his father to be holden of him.—METINGHAM. Inasmuch as felony is such a poisonous thing that its poison takes effect from the day of the commission of the felony, this Court doth adjudge that the demandant do recover what he demands, namely what was purchased in the mesne time, as his escheat: and that the other be in mercy.

Warranty of charter.

§ One A. brought a writ of Warranty of Charter against B., and said that tortiously he did not warrant to him so much land with the appurtenances in such a vill, for the warranty whereof he has his charter.—*B.* denied tort &c., and said that he was advised that to such a writ he ought not to answer; for the reason that he (A.) had not counted that he had ever been impleaded for these tenements by writ of Novel Disseisin or any other writ so that these tenements were on the point of being lost; and he prayed

tenements de nus puys; e pur coe dites si yl tynt le tenements de nus puys.—*Kyngge'*. Je nay mye mester; kar la felonye vus doune acciun.—*Warwyke*. Yl covent dire si yl tynt le tenements puys; kar vostre dit put aver plusors causes de vereyte; ou ky yl ne tynt pas de luy devant ne apres; e dunke ne tynt pas de ly cel jour: ou ke yl le purchaca puys; doun nus devum aver cel par eschete cum sil le unt tenu cel jour.—HERTFORT JUSTICE. Dites si yl fut seysi pus; kar de moylor condiciun ne poez vus estrange estre ky ne serreit sun fiz; mes sun fiz ne put mye demaundre cum sun heritage coe kil purchace pus la felonye fete: dunt yl put estre kil purchasa cel tenement .x. anz pus la felonye fete.—*Kyngge'*. Unkes seysi pus, prest &c.—Inquisicio dicit ke yl ne tynt pas de ly le jour, mes yl purchaca pus de sun pere a tener de luy.—METYNGHAM. Pur coe ky felonye est si venimouse ky tous jours en venime del jour de la felonye fete de ky yl seyt ateynt, si agarde cete court ky le demaundant rekevere sa demaund, coe est a saver coe ki fut purchace en le meen tens, cum sa eschete: E lautre en la merecy. A.D. 1294.

§ Un A. porta bref de garrantye de chartre ver B. e dit ki atort ne ly garantist tant de tere ow les apurtenances en tele vyle, e dunt yl ad sa chartre.—*B.* difent tort &c., e dit kil luy est avis ky a tel bref ne deit yl respondre; par la resun ky yl ne ad conte ke yl unkes de ces tenements ne fut enplede par bref de novele disseysine ne par autre bref issy ky les tenements furunt en poynt de estre perduz; e demanda De warrentia cartæ.

A.D. 1294. judgment.—METINGHAM. There are three grounds on which one brings the writ of Warranty of Charter; first, because he is impleaded by a writ of Novel Disseisin when he can not vouch; secondly, for the peril which may happen to him by his charter; thirdly, because if he were to be impleaded by any other writ than the writ of Novel Disseisin, and he were to vouch to warranty, his charter might be denied; and if the warranty were entered on the Roll he would be assured of his warranty so that it could not be denied. So we are of opinion that when you say that he has not been impleaded you do not give a sufficient answer: therefore answer whether you owe him warranty or not.—And he (B.) warranted.

Entry. § Philip Wymund brought a writ of Entry against Robert de Schelmers for so much land &c., and said "into which the said Robert has not entry except by "William Wymund who tortiously &c. disseised John "Wymund his brother, whose heir he is, since the term &c. — *Robert* came and said that he (Philip) could not have an action; for the reason that William the father of Philip whose heir he is, gave to him (Robert) the said tenements by a Fine levied in the King's Court, and bound himself and his heirs to warranty; and that if he were impleaded by a stranger, he (Philip) would be bound to warrant him; and he prayed judgment.—*Philip* said that by that deed he ought not to be barred of his action; because he demanded nothing on the seisin of his father. And on the other hand, nothing has descended to him from his father by whose deed he would be bound to warranty; and (said he) we pray judgment if by this deed &c. —METINGHAM rehearsed the arguments on both sides, and said that because he was heir of blood he should be barred for ever from demanding the tenements, by

Jugement. — METYNGHAM. Yli sount trys enchesouns A.D. 1294.
pur quey home porte le bref de garrantye de chartre; ou pur coe ke yl est enplede par bref de novele disseysine la ou yl ne pout vocher; ou pur peryl ky luy poeyt avenir de sa chartre; ou pur coe ky si yl fut enplede par autre bref ki par bref de novele disseysine, e yl vochat a garrantye, sa chartre poeyt estre dedite, e si la garantye fut entre en roule si serreyt yl seur de sa garantye, issi ki coe ne porreyt estre dedyt: dunt yl nus est avis ke vus ne responet mye suffisaument, entant cum vus dites kil ne fut nent enplede: e pur coe responet si vus luy devet garanter ou nun: et warrantizavit.

§ Phelipe Wymunt porta un bref de entre ver Robert Entre.
de Schelmers de tant de tere &c., e dit en les ques memes celi Robert nad entre si nun par Willem Wymund ki atort &c. disseysi Jon Wymund sun frere, ky heyr yl est, pus le terme.—*Robert* vynt e dit ky acciun ne poet yl aver; par la resun ky Willem pere Felipe, ky heyr yl est, dona a luy meyme les tenements par fyn leve en la court le Roy, e obliga ly e ces heyrs a la garrantye; e si yl fut enplede de une estrange, yl ly serreit lye a la garrantye; e demaunda Jugement.—*Phelip* dit ki par coe fet ne deyt yl estre rebote de acciun; pur coe ki nus demaundom ren de la seysine sun pere. E de autre part, rene ne luy est decendu par sun pere par ki fet yl serryt lye a la garrantye; e demaundom Jugement si par coe fet &c. — METYNGHAM reherca les resuns de une part e de autre, e dit ky par la resone ky yl est heyr du saunk sereyt yl barre a demaunder les tenements par le fet

A.D. 1294. reason of the deed of his father; and therefore (said he) this Court doth adjudge that Philip do take nothing by his writ &c.

Note. § Note that, if one essoin himself as being in the King's service, and at the day given to him by the essoin he make default, he will not thereby lose seisin, but the Petit Cape will issue.

Note. § Note that, if the parson of a Church exchange land which is frank-almoign of his church for a lay fee, and the exchange be not confirmed by the patron and the Bishop, the exchange will not hold good.

Note. § Note, *per* METINGHAM. If my plough be on my soil and you purpose to seize the beasts of the plough for services which are due to you, then, even if the beasts be eloigned from your fee by the ploughman or driver, you can take the beasts and avow the distress while the plough is fixed within your fee.

Note. § Note that, if an inheritance be divisible between three brothers, and one of them alienate his share to a stranger who sells his lands to one of the other parceners so that that parcener has two shares, that alienation made to a stranger does not prevent the issuing of the writ "de rationabili parte," since it is one of the parceners who has got the benefit of that share: *per* METINGHAM. This because the share has got back to its original condition.

Note. § Note that, if in a plea of land the tenant have vouched to warranty, and the demandant and tenant, before the warrant enter into warranty, pray a "prece "partium" without essoin &c., and a day be given for such an one to warrant &c., if the warrant essoin

sun pere a tous jours; e pur coe agarde cete court ky Phelipe ren ne prengne par sun bref &c. A.D. 1294.

§ Nota, ky la ou un home se fet essoner de service le Roy, e a jor ky done ly est par la assone face defaute, par tant ne perdra yl point seysine, eyns istra le petit cape. Nota.

§ Nota, si une persone de une Esglice face eschange de tere ky est franc aumoyne de sa esglise ou lay fee, si celes eschaunges ne seynt afermez par le patron e le Evesky, les eschaunges ne sunt mye tenables. Nota.

§ Nota par METYNGHAM; ky si ma charue seit fyche en mun soyl, e vus volet prendre pur service ky a vus seyent dues les bestes de la carue, tut seit isssy ky le bestes seynt aloynes hors de vostre fee par le caruer ou le chacor, vus poet les bestes prendre e la destresce avower tant cum la carue[1] en vostre fee y est fyche. Nota.

§ Nota, ky si un heritage seit party par entre treis freres, e un de eus aliene sa partye a un estrange, e cely vende ces teres a un autre des parceners issy ky cele parcener eit les deus partyes, cel alienaciun fet a celi estrange ne defet nent la renable partye, pus ki un des parceners se est aprowe de sele partye; par METYNHAM; quia resortita est ad pristinum statum. Nota.

§ Nota, si en play de tere le tenant eit voche a garrantye, e le demaundant e le tenant prient un prece partium avant ky le garrant seit entre en la garrantye sine essonio &c., et dies datus est tali warrentizare &c., si cely garaunt se face essoner au Nota.

[1] *la carue*] MS. le soyl.

A.D. 1294. himself at the day given them by the "prece partium" without essoin, his essoin is allowable, because that "prece partium" without essoin is not binding on the warrant until he be party to the plea. This appears by the case of W. Devereus and M. de Mortimer, where de Mortimer vouched to warranty.

Note. § Note that, where a man demands by Formedon a reversion, as heir of the donor, it suffices to offer an averment that there is another heir nearer in degree than he.

Note. § Note that, in a writ of Taking of beasts, where the plaintiff has counted and shown his grievance, the lord ought, in avowing the taking, to specify every kind of service by which his tenant holds of him; for the reason that if they were then pleading in a Court of Record, and the lord had specified only the services then in arrear, afterwards when other services were in arrear for which it was necessary to distrein, the tenant might boldly pray judgment of the avowry, for that at a certain time they pleaded in the same Court and he (the lord) in avowing said that he the tenant held those tenements of him by those services, and which he then recovered by judgment in the King's Court, and of which he was afterwards seised (and of those services nothing is now in arrear nor was so on the day of the purchase of the writ), and thereof we vouch the record of the Roll of the same plea; and he then specified only so much as being in arrear to him;—and judgment shall pass against him (the lord). But in the opinion of some, in a writ of Customs and Services it is necessary to mention in your count only what is in arrear to you, without mentioning all whereof you are seised.

jor ky lor est done par ceu prece partium sine essonio, A.D. 1294.
sa essoyne est alowable, pur coe ky cel prece partium sine essonio ne se tent nent ver le garaunt jekes tant ke yl seit partie au play: sicut patuit de W. Devereus e M. de Mortimer, e[1] de Mortimer vocavit[2] ad warrentum.

§ Nota, ky la ou home demaunde par forme de doun la reverciun cum heyr le doneor, yl suffit a tendre averement ki yli ad autre heyr plus procheyns de ly. Nota.

§ Nota; en bref des prise des avers, kant le pleintif avera conte sa grevaunce e mostra, le seinur deit, en avowant la prise, especefier tote manere des services par les ques sun tenant tint de ly; par la resone ke si yl pledasent cel houre en court ky porte record, e le seinur ne ut mye especefye for le services ki adunky arere ly furent, e pus kant autre services ly fusent arere, pur les ques mester ifut a destreindre, le tenant pora baudement demaunder Jugement de cele avowerye, kar en akun tens si plederent yl en meyme la court, e yl en avowant dit ki yl tint ces tenements de ly par ces services, ke yl adunk recovera en la court le Rey par agard, des ques yl fut pus seysi; [e] de ceus ren ne ly est arere ne ne fut le jor de sun bref purchace, e de coe vochum record du roule meme play; e yl adunkes ne especefia fors tant cum arere ly fut, le Jugement passera encontre ly: mes secundum quosdam en bref de costumes e de services yl ni ad mester a nomer en vostre conte for coe ky arere vus est, sauns fere menciun de coe ky vus estes seysi. Nota.

[1] The MS. has *E de Mortimer.* | [2] MS. vocare.

A.D. 1294. § Note that Agatha de Newport was barred of her dower, because in another writ she claimed the fee, to the disheritance of the heir.

Note. § Note that, according to METINGHAM, agistment of beasts is this, that I may take a penny or a halfpenny for each beast which comes into my pasture.

Note. § Note that, if three brothers hold a tenement which is partible, and one of them alienate his share, his (the alienee's) heir can not claim a pure fee, but it shall be partible as before.

Note. § A View was prayed, and it was said, You ought not to have the View, because you had the View in the other writ. And on the other hand, the Statute says that the View shall not be granted save where it is necessary.—*Coventry*. You prayed leave to obtain a better writ; and what you did for your own pleasure ought not to turn to our prejudice.—HERTFORD. How was your writ abated?—*Warwick*. The Original and the resummons were in accordance, but the Record was not.—HERTFORD. If the Record was not accordant, you ought to have sued another writ to make a new Record; for the Record may be amended by the Original; but not the converse.

Note. § Note that, in three cases one may avow a distress for arrears of services without being seised; viz. where tenements are given in frank-marriage, after the blood is exhausted he may—and where one has given tenements to be holden by certain services, and the first period for payment arrive, for half a year afterwards he may—avow the distress good for his rent: *per* METINGHAM. The third case is by virtue of the Statute which directs that every one must be enfeoffed to hold of the chief lord.

§ Nota, ky Agace de Neuport fut forclos de sun dowere, pur coe ke ele clama fee en un autre bref a deseritisone del heyr. A.D. 1294.

§ Nota, par METYNGHAM ky agistement de bestes est ou la bestes vynent en ma pasture joe pus prendre de chekune beste un dener ou mayle. Nota.

§ Nota, si treis freres tenent un tenement partable, a le un alyene sa partye, ses heyr ne purrount mye clamer fee pur, mes serra partable cum avant. Nota.

§ Nota, ky une vewie fut demaunde, e dit fut ki vewe ne devoint aver, pur ceo ky vus avyet la vewe a lautre bref. E de autre part, lestatut[1] est ky vewe ne seyt grante fors la ou yl y ad mester.—*Coventre.* Vus demaundastes conge de quere meyla bref; e de coe ki vus feites vostre gre ne nus deyt turner en prejudice.—HEREFORT. Coment se abati vostre bref?—*Warwyke.* Le original e le resomouns se acordiret, mes le record nent.—HERTFORD. Se le record ne se acorda nent, vus duset aver suy autre bref a fere novel record; kar le record put estre amende par le original; et non e converso. Nota.

§ Nota, ki en treis cas put home avower destresce pur arrerages des services sauns seysine; nomement la ou tenements sunt dones en franc mariage, apres le sank esteint, e la ou home ad done tenements por sertyn services e sun primer terme seit avenir, a demi an apres yl purra avowere la destresce bone pur sa rente: par METYNGHAM. E la terce est par la vertue de statut[2] ky veut ky chekun home seit feffe a tenir de chef seynurage. Nota.

[1] 13 Edw. I. (Westm. 2.) c. 48. | [2] Quia Emptores. 18 Edw. I.

A.D. 1294. Note. § Note that, SIR ELIAS DE BEKYNGHAM said that if the issue of a bastard die without heir of his body, the bastard is said to die without heir; and this holds good down to the fifth degree, when one can make a resort without mentioning the bastard.

Note. § Note the difference between customs and services. Customs are things which are done and demanded by reason of bodily service. Services are things which are demanded of the tenant by reason of the tenement which he holds of the demandant, to wit rent and things of that kind, or suit demanded by reason of the tenement.

Note. § Note that it is to be known that there is common of pasture appurtenant to a frank-tenement, and common for a certain number of beasts not appurtenant, and common for an uncertain number likewise not appurtenant; then for that which is appurtenant if one bring a possessory writ such as Ael or Cosinage, and count "as of fee," the writ is abateable; for the reason that in none of the others is the count otherwise than of fee and of right; and therefore none of the writs aforesaid, such as Ael and Cosinage, lie. And it is to be known that in every writ which one brings for common of pasture, on his own seisin, the count ought to be "as of fee and of right;" and he may offer suit and proof, or claim damages if he will; and if on the seisin of his ancestor, then of necessity he must offer suit and proof, except in the cases aforesaid.

Note. § Note the difference between a fee pure and a fee tail and a fee farm. A fee pure is when any one has a frank-tenement which he can give sell alienate or assign, and which will descend to his heirs. A fee tail may be instanced by a gift in frank-marriage. A fee farm is when any one holds any

§ Nota ki SIRE ELIS DE BEKYNGHAM dit ke si le yssue le bastard mert sauns heyr de son cors, aseit mert le bastard sauns heyr, dekes au kant degre ou ke home puse fere resort sauns fere menciun de bastard. A.D. 1294. Nota.

§ Nota differentiam inter consuetudines et servitia. Consuetudines sunt quæ facta et petita sunt ratione corporalis laboris. Servitia sunt quæ exiguntur a tenente ratione tenementi quod tenet de eo, videlicet redditus et hujusmodi vel secta petita ratione tenementi. Nota.

§ Nota, fet a saver ke il y ad commune de pasture apurtenaunt a franc tenement, e commune a certeyn numbre des bestes nent apurtinaunt, e commune a nent a certeyn numbre ensemant nent a purtinant: dunke de coe ki est apurtinant si put home porter le bref de possessiun, cum del aeil e de cosinage, e conter cum de fee; e si le bref est abatable; par la resune ky nul des autres si nun cum de fee e de dreit; e por coe ne git nul des brefs avant nomes cum del ael e del cosinage: e fet a saver ki chekun bref ky home porte de commune pasture de sa seysine demeyne deit estre conte cum de fee e de dreit; e si put yl tendre sute e dreyne, ou aramer damages sy yl veut: e si de la seysine sun auncestre, dunke de fin estouer ly covent tendre sute e dreyne forpris les cas avant dis. Nota.

§ Nota quæ est differentia inter feodum purum feodum talliatum et feodum denariatum.[1] Feodum purum est quando aliquis habet liberum tenementum et illud dare potest vendere alienare vel assingnare vel heredibus decendere. Feodum talliatum est ut in donatione liberi maritagii. Feodum denariatum[2] est quando ali- Nota.

[1] MS. dn̄atū.

[2] MS. douñaℓ.

A.D. 1294. tenement of the chief lord by a certain service, for instance one penny by the year; and it is lawful for the chief lord to distrein for that fee farm.

Note. § Note that, a Quare Impedit was abated because there were two advowsons in one vill, and the writ did not state the Saint's name of the one in question.

Note. § Note that a writ of Entry was abated because it said "Command such an one that he yield up to such "an one the manor of Weligton in Bohigton with "the appurtenances."—METINGHAM. The writ is bad; where it says "the manor of Welington" it comprises all that is therein; and where it says "Weligton in "Bohigtone" he includes in his demand less than he did before. And on the other hand, the appurtenances may be out of the manor &c.

Note. § Note that a charter is not a bar in a writ of Customs and Services, where one counts of his own seisin or the seisin of his ancestor since the making of the charter; by reason of the later seisin, the charter is, as to that, void.

Note. § Note that, no Admeasurement of Dower ought to be made except where the woman is endowed by guardians: for if she be endowed by the heir himself, the heir in this case will take nothing by his writ of Admeasurement: for in this case it does not lie.

Note. § Note that an infant under age can not be party to any answer in a writ of Novel Disseisin except to the three points of his writ: and if any Justice enquire of any collateral circumstance, he does so ex officio, and not on behalf of the plaintiff.

quis tenet aliquod tenementum de capitali domino pro certo servicio unius denarii per annum; licitum est capitali domino pro illo feodo denariato[1] distringere. A.D. 1294.

§ Nota ky un quare impedit fut abatu por coe ky ly avoit deus avowesons en une vyle, e ne fit nent menciun de ques seint. Nota.

§ Nota ki un bref de entre fut abatu pur coe kyl dist—comaundet a un tel kil rende a un tel le maner de Weligtone en Bohigtone od les apurtinaunces.—METYNGHAM. Le bref est vicios; en tant cum yl dit le maner de Weligtone si comprent tut ky est denz; e entant cum yl dit Weligtone en Bohigtone si estoffe yl sa demaunde en meys kil ne feit avant. E de autre part, les apurtinaunces put estre hors de manere &c. Nota.

§ Nota, ky chartre ne eit mye barre en bref de dreit de costumes e de services dunt home conte de sa seysine demeyne ou de la seysine sun auncestre pus la confectiun de la chartre; pur la seysine plus tardive, si est la chartre qant a cel voyde. Nota.

§ Nota, ki amesurement de dowere ne dut estre for la ou femme est dowe par gardeyns: kar si ele seit dowe par le her myme, le heir en coe cas ne pernera[2] ren par son bref de mesurement, quia in hoc casu non jacet. Nota.

§ Nota ki enfant denz age a bref de novele dissey-sine ne put estre partye a nul response for a le treis[3] poyns de sun bref: e si nul Justice enquerge de nul circumstaunce de coste, coe est de offyz, e ne mye pur la partye plyntyf. Nota.

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[1] MS. dñato.
[2] portera, MS.
[3] MS. respoyns.

A.D. 1294. Note. § Note that, in a plea of Assise if one puts forward a charter against an infant under age who brings the Assise, the assise shall not tarry on account of that charter or writing, but shall run on naturally.

Note. § Note that, where land is given to a man and his wife and the heirs of their two bodies begotten the husband's second wife shall not have dower; but if land be given to a man and his heirs, his second wife shall have dower.

Note. § Note that, an Inquest taken in a writ of Right on any side cuts into the action: *per* R. DE HINGHAM.

Note. § Note that, he who holds for term of life does not make a connexion by a degree in a writ of Entry.

Note. § Note that, if land be given to a woman and the heirs of her body issuing, and she take a husband and die without issue, and the husband continue his seisin and die seised after the death of his wife, and he to whom the right of the reversion belongs bring his writ of Formedon against the tenant, he can not vouch (the husband) by reason of the continuance of his seisin after the death of the wife by whose death his right ceased; for his seisin is just like an abatement, by his own wrong: nor ought he to vouch.

Note. § Note that, homage makes a tenancy, and no other service does so; *per Warwick*: but escuage does so where he has been in seisin; per *Gosefeld.*

Note. § Note that, the seisin of the guardian in right of his wardship is a good enough seisin of him who is in ward.

§ Nota, ki en ply de assise si home met avant chartre encontre enfant de dens age ky porte lassise, par cele chartre ou escrit lassise ne targera point, eynz corra en sa nature. A.D. 1294. Nota.

§ Nota, ki la on tere seit done a un home e a sa femme e a lur heirs de lur deus cors engendrez, la secunde femme le barun ne avera nul dowere; mes si tere seit done a un home e a ces heyrs soulement la secunde femme avera dowere. Nota.

§ Nota, ky enqueste prise en bref de dreit de nule coste si trenche al acciun; par R. DE HINGHAM. Nota.

§ Nota, ky celi ki tient a terme de vye ne fet point annecter par un degre en bref dentre. Nota.

§ Nota, si un tere seit done a un femme e as heirs de sun [1] cors issauns, e ele preyne barun e ele devye sans issue, e le barun continue sa seysine e mert seysi apres la mort la femme, e cely a ki le dreit de la reversion est porte sun bref de fourme de doun ver le tenant, yl ne purra mye vocher, par la resun de la continuaunce de sa seysine apres la mort la femme par ki mort sun dreit est esteynt: ky sa seysine si ne est fors ausi cum un abatement de sun tort demyne: ne deit il vocher. Nota.

§ Nota, ki homage done tenance, e nul autre service, par *Warwyke:* e, par *Gosefeld,* escuage la ou yl ad este en seysine. Nota.

§ Nota, ky seysine de gardeyn en nun de garde aset est la seysine celi ki est en garde. Nota.

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[1] MS. lur.

A.D. 1294. Note. § Note that, if one have common in another's water, although that water be turned into another channel, or by overflow runs through other lands, yet he may always follow the water wherever it runs, in order to enjoy his common, &c.

Replegiari. § One Adam, parson of the church of C. brought a Replegiari against the Master of the Hospital of St. John in England.—*Aseeby.* Sir, in this writ they ought not to be answered; for the reason that heretofore they brought against us a writ of the same nature, in which writ we had Return of the beasts by judgment out of this Court; and again they brought a like writ against us, in which writ we had Return by judgment &c.; and inasmuch as we have twice had the Return by judgment out of this Court, we pray judgment if in this writ they ought to be answered.—*Simond Est.* How and on what matter did the judgment pass?—*Warwick.* Did judgment pass in this Court on that matter or not? You shall deny or admit it, for that is the order of pleading.—*Simond Est.* I have no need to deny or admit it; for this is an original writ which takes its birth from a tortious taking by you on us; to which writ you answer nothing. Judgment of you as undefended.—*Warwick.* Sir, the Statute aids us in this case: for the Statute wills that where the return is awarded by judgment of the Court to the party distreining, the adverse party shall have a writ out of the Rolls directing the Sheriff to make deliverance, and not a writ out of the Chancery. And inasmuch as this writ has come out of the Chancery, not in the form directed by the Statute, we pray judgment if in this writ he ought to be answered.—*Simond Est.* The Statute says that if the Return be adjudged on the default of the plaintiff or by nonsuit, he shall have a writ out of the Rolls and not out of the Chancery; but now our writ was never lost by default or by

§ Nota, ky si un hom eit commune en autri ewe, tut seit ky cel ewe seit torne en autre cours ou par crecyne[1] chace par my autre teres, yl sywera tou jors le ewe ou ki ele corge pur aver sa commune &c. A.D. 1294. Nota.

§ Un Adam persone de la esglise de C. porta le replegiare vér le meytre de hospital de seynt Jon en engletere.—*Asseby.* Sire, a cete bref ne deyvent yl estre respondu; par la reson ky devant ces houres porterunt yl bref ver nus de meyme la nature, a quel bref nus avum retourne des avers par Jugement de seyns; e autre fez porterunt yl autel bref ver nus, a quel bref nus avium retourn par Jugement &c.; e desicom nus avum hu deus fes retourn par Jugement hors de seyns, demaundom Jugement si a cete bref deivent estre respondu.—*Simund Est.* Çoment passa Jugement e sur quele chose?—*Warwyke.* Passa Jugemens en cete court de cele chose ou nun? ow vus le dedirret ou granterez; ke coe est ordre de play.—*Simund Est.* Joe ne ay mester a dedire ne a granter; kar coe est un bref original ky prent sa nesaunce de une torcinouse prise ky vus nus avet fet; a quel bref vus ne responet nent; Jugement de vus cum de nun defendu.—*Warwyke.* Sire, le statut[2] nus eyde en coe cas: que lestatu veut ky la ow retourn est agarde par Jugement de la court a la partye destreynante, ky la partye adverse avera bref yssaunt hors de roules a viconte de aver la deliveraunce, e nent par bref hors de la chauncelerye: e desicom cete bref est issu de la chauncelerye hors de la forme de statut, demaundom Jugement si a cete bref deit estre respondu.—*Simund Est.* Le statut dit ky si le retorne seit aguge par dest defaute de le pleyntyf ou par nun sute, ki yl eit bref hors de roules e nent hors de la chauncelerye: mes hore ne fut unkes nostre bref Plege.

[1] MS. certyne.

[2] 13 Edw. I. (Westm. 2.) c. 2. s. 3.

A.D. 1294. non-suit; so you cannot take the benefit of the Statute. —*Warwick* repeated his former argument and prayed judgment as before.—BEREFORD. Say how you lost your first writ.—*Simond Est.* at last saw clearly that he must tell how it was: and he said, Sir, of a truth it was by mistake in a name that our writ was lost; therefore, Sir, it seems to me that they ought to answer this writ which is an original; and we pray judgment. —BEREFORD. Adjourn until to-morrow.

Entry founded &c.

§ One Adam brought a writ of Entry founded &c. against B., saying "into which he has not entry except by Geoffrey de E. and Isabel his wife, who tortiously, &c.—*Autoun.* Sir, whereas he says that we had entry by Geoffrey and Isabel, we tell you, Sir, that we had entry by Geoffrey and not by Isabel; and we pray judgment of the writ.—*Waryn.* Sir, if our writ were to say that he had not entry except by Geoffrey, and he could aver that he had entry by Geoffrey and Isabel, our writ would abate: but since our writ states that he had entry by both, and he has admitted that he had entry by Geoffrey only, it is sufficient; for the surplusage ought not to prejudice us; and we pray judgment. *Auton.* Sir, if I were to vouch to warranty Geoffrey and Isabel, when Isabel was not bound to warranty, the voucher would not stand; neither in this case will this writ; since I offer to aver that we had entry by Geoffrey and not by Isabel.—*Asseby.* If I bring a writ against three persons as tenants, and two of them allege non-tenure, think you that my writ will abate? Certainly not: so in the present case.— METTINGHAM. Waryn, answer whether he had entry by Geoffrey, as he says, or by Geoffrey and Isabel.—*Warin,* because he clearly saw that his writ must abate, prayed leave to obtain a better writ &c.

perdu par defaute ne par nun sue; dunt vus ne poet de lestatut aver avantage.—*Warwyke* reherca sa primere reson e demaunda Jugement cum avant.—BEREFORDE. Dites nus coment vus perdites vostre bref.—A dreyn *Simund Est.* vyt ben kyl covendreyt dire coment; e dit, Sire, vereyment par mesprision de uyn noun si abatit nostre bref; dunt Sire, yl me semble kil deivent respondre a cete bref ki est original; e demaundom Jugement.—BEREFORDE. A demeyn. A.D. 1294.

§ Un Adam porta bref de entre fondu ver B., en les ques yl ne ad entre si nun par Geffrey de E. e Isabele sa femme ki atort &c.—*Autoun.* Sire, la ow yl dit ki nus avum entre par Geffrey e Isabele, Sire, nus vus dium ki nus avum entre par Geffrey e nent par Isabele: e demaundom Jugement du bref.—*Waryn.* Sire, si nostre bref deit kil nout entre si nun par Geffrey, e yl pout averer kil avoit entre par Geffrey e Isabele, nostre bref se abatereit: mes de pus ki nostre bref veut kyl ad entre par ameudeus, e yl ad conu kil ad entre par Geffrey taunt soulement, yl suffyt; kar le plus ne deit pas nure: e demaundom Jugement.—*Auton.* Sire, si joe vochace a garranty Geffrey e Isabele, la ou Ysabele ne fut pas lie a la garrantye, le vocher ke estereyt; neint plus de cete part, cete bref; de pus ki jo voile averer ki nus avum entre par Geffrey e nent par Isabele.—*Asseby.* Si joe porte mun bref ver treis tenans, e se deus aleggent nun tenue, quides vus ky mun bref se abatera? nenyl: ausi par de sa.—METINHAM. Waryn, responet le quele ad yl entre par Geffrey si cum yl dist, ou par Geffrey e Ysabele.—*Warin,* pur coe ke il vit ben ki sun bref se abatereit, yl pria conge de quere meilor bref &c. Entre fondu.

A.D. 1294. Writ of Occupation.

§ Sir Edmund de Mortimer brought his writ of occupation against Sir Ralph de Touny, and said that whereas he demanded one messuage and one carucate of land with the appurtenances against Maud de Mortimer, which Maud vouched to warranty Sir Edmund, who came and warranted and lost by his warranty, whereupon the Sheriff was ordered to put him in seisin, which the Sheriff did, yet he (Sir Ralph) did in addition occupy and draw to himself the homage of the covenant of Glevoyt Meneht.—*Hiham.* He complains that we have occupied the homages of the commot, which homages or the homage of Walter Godefray &c.: judgment of this writ.—*Isle.* Against whom did you bring your writ? It was against Maud de Mortimer only for one messuage and one carucate of land, to whom we warranted; and which Maud was not tenant of the homages: so, inasmuch as you recovered a thing other than what was demanded against Maud, which was the messuage and carucate of land, and we offer to aver that we were seised of the homages &c., and you do not say that he has occupied &c., we pray judgment if, by virtue of the recovery of the tenements which were in Maud's seisin, he ought to or could recover from the tenants the homages which were in our seisin.—*Heiham.* His writ states "the homages of the commot"; now a commot is a tract of country like the hundred of a sheriff; so, since a commot can not do homage, it seems to us that he ought to have said "the homages of such an one and such an one in the commot of such a place; and we pray judgment.—*Hertford.* If his writ were to say "homage," it would certainly be necessary to name the person: but since you have occupied all the homages of the commot, it seems sufficient to say "the homages of the commot" without further particulars; for you have wholly occupied the homages and the seisin of the entire country.—METINGHAM (ad idem). If I acknowledge the manor

§ Sire Edmund de Mortimer porta sun bref de occupaciun ver Sire Rauf de Touny, e dit ky la ou yl demaunda un mes e une carue de tere od les apurtinaunces ver Maud de Mortimer, la quele Maud vocha a garrantye Sire Edmund ky vynt e garantist e perdi par sa garrantye, par quey commande fut a viconte kyl ly meit en seysine, e le visconte le fyt ensy, yl outre coe si occupa e atrist a ly le homage del commot de Glevoyt Meneht.—*Hiham.* Yl se pleint ky nus avums occupe les homages del commot, ky homage ne le homage Water Godefray &c.: Jugement de cete bref. —*Ylle.* Ver ky portates vus vostre bref? ver Maud de Mortimer soulement de un mes e une carue de tere, a ky nus garrantum; la quele Maud ne fut nent tenante des homages: dunt desicom vus recoverastes autre choce for coe ky fut demaunde ver Maud, e coe fut le mes e la carue de tere, e nus volum averer ky nus fumes seysi des homages &c., e vus ne dites nent kil ad occupe &c., demaundom Jugement si, par le recoverir des tenements ky furunt en la seysine Maud, deive ou puse les homages ky en nostre seysine furent recoverer des tenements.—*Heiham.* Ja veut sun bref homagia commoti; commot est un pais ausi cum hundred viconte; dunt del oure ky commot ne put homage fere, yl nus semble kil covendreit ke yl ut dist le homage de commot de tel luy de cely e de cely; e demaundom Jugement.—*Hertfort.* Si sun bref deit homage, serreit yl ben mester kil deit houme; mes del houre ky vus avet occupe tous les homages del commot, si semble yl ke yl suffyt a dire homagia commoti sauns autrement espesefyer; la ou vus avet occupez enterement les homages e la seysine de tut cel pays. —METYNGHAM (ad idem). Si joe conusay le maner de tel

A.D. 1294. Bref de Occupaciun.

A.D. 1294. of such a place to be your right together with all the homages and services of the free men, that is sufficient here, without specifying the homages of the several men; by reason of the acknowledgment of the corps of the manor to which corps the homages are appendant; and it seems to be the same in the present case. —*Howard.* I will shew you that it ought to have stated whose homages: for if it had said "the homages "of such an one and such an one &c.," he might have had separate answers for each homage, for instance—the homage of that one I received as appendant to the land —I recovered the homage of that one, and I always had it and you never had it &c.:—then, inasmuch as we could have had separate definite answers if you had shewn whose particular homages we had withdrawn and occupied, which you have not done, we pray judgment.—*Louther.* If the Court think that there is need so to do, we will shew you plainly whose homages you have withdrawn. — BEREFORD. The nature of this writ savours of disseisin, where there is no need to say in the writ of which frank-tenement he is disseised, but only in the course of the pleading to state it by word of mouth: then since this writ is of a similar nature, and says "the homages of the commot," and he offers if necessary to specify by word of mouth the particular homages, it seems that this is sufficient.—*Inge.* The cases are not similar; for in the writ of Novel Disseisin lies the view whereby one may be certified; but it does not lie in this writ. — HERTFORD. Even if the view were made for the assise, it is not made for the party; so it follows that the party is no further certified.—METINGHAM: plead over. —*Inge.* You say that we have occupied the homages; now in every writ of occupation, as it seems to us, there are three persons, to wit one who complains and two occupiers viz. he who does the homage and he who receives it; for if a tort be done to him, it is done as well by him who does the homage

lu estre vostre dreit ensemblement od tous les homages A.D. 1294.
e services de francs hommes,[1] &c., yl soffireit seyns sauns dire ki houmes, par la reconisauns del gros del maner a quel gros les houmes sunt apendauns; ausi semble yl de cete part.—*Howard.* Joe vus mostray kil covent dire kil homage: ky sil deit del homages celi e cely &c., par chekun homage si put yl aver several respons,—le homage cely joe ay recu cum apendant a la tere,—ke joe recoveray le homage cely, joe le ay en tot tens e vus ne le aviez onkes &c.:—dunt desicom nus poums severalment encertyn respondre si vos ne uset mostre ky homage nus avioms atret e occupe, e coe ne avet nent fet, demaundom Jugement.—*Louthere.* Si la court veit ki yli ad mester, nus vus mostram ben ky homage vus avet atret.—BEREFORD. Cete bref savoure nature de une disseysine, ou yl ne eit pas mester a dire en le bref de quel franc tenement yl est disseysi, mes soulement al play plede dire par le bouche: dunt del houre ki cete bref est de meyme la nature, e veut en sei homagia commoti, e yl nus tende outre si mester seit a dire par bouche les homages, ke yl semble ky coe ne suffyt.—*Ingge.* Nest point semblable; ky en bref de novele disseysine gist vewe par ky homme put estre certefye; e si ne fet yl point en cete bref.—HERTFORD. Tot seit la vewe fete a lassise coe ne est pas fet a la partye; par quey yl ensut ki la partye neit ja le plus certefie.—METINHAM. Dites outre. —*Ingge.* La ow vus dites ky nus avum occupe les homages, en chekun bref de occupaciun de homage si covent yl, a coe ky nus semble, treis persones, une ky se pleint e deus occupors, nomement cely ke le fet e cely ke le receyt; ky si tort ly seit fet si est autreci ben par cely ky le fet cum par cely ky le receit, les

[1] MS. homages.

A.D. 1294. as by him who receives it; which two persons are not named in the writ: wherefore we pray judgment of the writ.—*Isle.* The tenants have not occupied; for if you by your distress have moved them to do homage to you and had put them under your and out of our subjection, that is your tort and you are the occupier, and the tenants are not occupiers; for the whole thing is brought about by your distress: wherefore we pray judgment if our writ be not good enough.—HERTFORD. The occupation of the homages in this case is not only the joining of the hands and the words, but it is of the entire seignory and service: for if it were only the joining the hands and the words, there would be no need of this writ; for although my tenant do homage to you, yet that does not take away my homage &c.; for I may distrein. Then since you have occupied the homages, so that, whereas the men were wont to sue at his court and be distreinable by him as tenants in subjection to him, you have put them in subjection to you, so that he can not have them,—therefore, as they say, the Occupation lies against you and against none other, because it is not the tort of the tenants; therefore we tell you to plead over.—*Hyham.* Again we say that they ought not to be answered in this writ; for the reason that the writ of Occupation is only given between those who were parties to the original writ; and we pray judgment, inasmuch as we did not bring any writ against Sir Edmund or dereign anything against him, if in this writ he ought to be answered.—*Isle.* Ralph de Touny brought his writ against Maud de Mortimer, which Maud vouched to warranty Sir Edmund who warranted, and he as tenant by his warranty and by that means as party answered, and by his answer the tenant lost, and he (Sir Ralph) recovered; so we pray judgment if he can say that he (Sir Edmund) was not a party, and if this writ ought not to avail him.—*Heyham.* And we pray judgment,—inasmuch as you cannot deny that the

ques persones ne sunt nent nomes en le bref; par quey A.D. 1294.
nus demaundom Jugement du bref.—*Ylle.* Les tenans ne ount nent occupe; ky si vus par vostre destresce les avez mue a fere vos homages e les avet mis en vostre subjecciun hors de la nostre, coe est vostre tort e vus estes occupor e nent les tenans, ky tot est fet par vostre destresce; par quey nos demaundom Jugement si nostre bref ne seit aset bon.—HERTFORD. Le occupaciun des homages en coe cas neit pas soulement le joyndre des meyns a les paroules, eyns est tote la seinuri e service: ky si coe ne fut fors le joindre e le paroules, si ne avereit mye mester de cele bref; ki tut eit mun tenant fet homage a vus, coe ne me tout mye mun homage[1] &c., ki joe puis destreindre: dunt depus ky avet occupe les houmes, ki la ou yl solent siure a sa court e estre destreinables a ly ausi cum tenanz en sa subjecciun, vus les avet mis en vostre subjecciun issint kyl ne put mes averer,[2] pur ki a coe kyl dient le occupaciun gist ver vus e vers nul autre; ki coe neit point le tort les tenanz; par quey vus dium ky vus dies outre.—*Heyham.* Uncore ne deivent yl estre respondu a cete bref; par la resone ki le bref de occupaciun ne est done si nun entre seus ky furunt partyes al bref original; e demaundom Jugement, desicom nus ne portames nul bref ver Sire Edmund ne rin ver ly ne dereinames, si a cete bref deive estre respondu.—*Ylle.* Rau de Touny porta sun bref ver Maud de Mortimer, la quele Maud voucha a garrantye Sire Edmund, ky garantist, e yl cum tenant par sa garauntie e par tant cum partye respondi, e par sun respons le tenant perdi, e recovera; dunt demaundom Jugement si yl puse dire kil ne fut partie, e si cete bref ne ly deit servir.—*Heyham.* E nus Jugement desicom vus ne poet dedire ky lagarde ne se forfyt ki nus devum

[1] MS. houme.

[2] Perhaps a mistake for "les aver."

A.D. 1294. award was that we should recover against Maud, and not against you, which Maud if we had purprested anything of hers would have the writ of occupation against us,—if you ought to be answered in this writ. —METINGHAM. It would be very hard law on the warranty that if you recover one carucate of land on the answer between you and the warrantor, and he had twenty [carucates] near yours, you could occupy every one of them and he should be barred of remedy.— *Heiham.* Where I occupy or encroach on any one other than him against whom I have recovered, the common law gives a remedy by writ of Novel Disseisin.—HERTFORD. You hold to the letter of the judgment and not to the meaning: for where you say that he was not party with you, because the judgment was that you should recover against Maud and not against him, if you pay attention to the gloss [you will see that] it gives more to you than to the lady; for when you recovered by your writ of Ael, you recovered damages against Sir Edmund by our award; then, if Sir Edmund had not been party with you our award would have been wrong; and you cannot prove that: wherefore it seems to me that he was a party, and that this writ ought to serve him in the same way as a party.— METINGHAM (ad idem). When the lady vouched Sir Edmund who warranted her, if afterwards the lady had died, your writ would not have abated and so prevented the plea from coming to an issue between Sir Ralph and Sir Edmund. Who then can prove that he was not a party after he had warranted?—*Hyham.* We think that the writ would have abated if the lady had died.—METINGHAM. What you say would be correct if the lady had been tenant as of fee and of right; but I speak of a case like your own, the case of Ralph de Cromwell and John le Heriz. Moreover, if the lady had made default, whereby the land would be lost, if Sir Edmund had come and prayed to be received to

recoverir ver Maud e nent ver vus, la quele Maud si A.D. 1294.
nus usum ren porpris sor ly avereit la occupaciun ver nus, si vus a cete bref devet estre respondu. — METYNGHAM. Issy ensiwerit dure ley par le garrant ky si vus recoverisset une carue de tere par respouns entre vus e un garrant, si yl ut vint en pres de vus les puset occuper tretouz e yl serreit rebote de remedye. — *Heiham.* La ow joe occupe sor nul home ow purprenke en autre cas ki ver cely ki ay recoveri, yl ad remedie par la commune ley par bref de novele disseysine.—HERTFORD. Vus pernet les paroules de lagarde e nent de la entente: ky la ow vus dites kil ne fut mye partye a vus, partant ki lagarde fut ki vus recoverez ver Maud &c. e nent ver ly, si vus donet garde de la glose yl est plus a vus kil nest a la dame; ky kant vus recoverasset par vostre bref de Ael vus recoverastes damages e ver Sire Edmund par nos agars: dunt si Sire Edmund ne ut este point partye a vus nostre agarde ut este faus, e coe ne poet nent prover: par quey il semble a moy ki yl fut partye, e ki cete bref li deit servir ausi cum a partye. — METYNGHAM (ad idem). Kant la dame voucha Sire Edmund ky ly garauntist, si apres coe la dame ut devie, vostre bref ne ut mye este abatu ke le play ne ut hu issue entre Sire Rauf e Sire Edmund: ky fut donkes prover ki yl ne fut partye pus ke yl avoit garaunte?— *Hyham.* Nus entendoums ky le bref ut este abatu si la dame ut devye. —METYNGHAM. Vus dirreitz ben si la dame ut este tenaunte cum de fee e de dreit; mes joe parle en vostre cas demeyne, ow la dame ne avoit ki dowere, le cas Rauf de Cromwelle e Jon le Heriz. Estre coe, si la dame ut fet defaute par quey la tere dust aver este perdue, si Sire Edmund fut venus e ut prie de

A.D. 1294. answer you, in that case he would have been received, as a party: for the like good reason ought he to be a party where he came by process of the Court. Wherefore it appears, for this reason and for several others which we could shew you, that he was a party. So we order you to plead over.—*Heiham.* Then we answer that we brought our writ of Ael, on the seisin of our ancestor, against Maud de Mortimer for one messuage and one carucate of land in Colewent; Maud came into court, and prayed the View; we gave her the View of the messuage and of the land together with the homages, whereof he complains that he is disseised, as appurtenances of the subject of our demand; and the View was testified. Sir Edmund the vouchee came and warranted, and lost by his warranty; whereupon seisin was adjudged to us of what we demanded according to what we exhibited on the View; and we pray judgment if he can assign any kind of occupation.—*Louther.* However he may say that he demanded the homages as appurtenant to what he demanded, or howsoever he may have made the View, we will aver that we were seised of the said homages on the day when his writ was purchased and on the day when the View was made; and we pray judgment.—HERTFORD. That may well be likewise; for if the homages were appurtenant to the land and were assigned to the lady for dower, the lady would only have the fealties and the services, and the homages would remain to the heir: then, when he brought his writ against the lady for the land with the appurtenances and put the same subject matter in View, and then seisin was adjudged, in that case he recovers seisin of the homages: you are seised of the homages and were so on the day when the writ was purchased and on the day when the View was had, and so he cannot have the occupation; wherefore it seems that this is no answer, even if you were seised.—*Louther.* Then we say thus;—inasmuch as he demanded only one messuage

aver este resu a respoundre a vus, en coe cas ut yl este A.D. 1294.
rescu ausicom partye; par autre si bone resone deit yl estre partie la ow il est venuz par proces de court: par ky yl pert par cete resone e par autres plusors ki nus vus saverom mostrer, kil fut partye: par quey nus vus diuns ki vus diet outre.—*Heiham.* Donkes responom nus ki nus portames nostre bref de ael de la seysine nostre auncestre ver Maud de Mortimer de un meis e une carue de tere &c. en Colewent; Maud vient en court e demaunda la vewe; nus ly feymes la vewe de le mes e de la tere ensemblement od les homages dunt yl se pleint estre [disseysi] ausi cum des apurtinant de nostre demaunde; la vewe temoyne. Sire Edmund voche vint e garrantist e perdit par sa garrantye; par ky la seysine nos fut agarde de nostre demaunde solum coe ky nus la demostrames en la vewe: demaundom Jugement si il puse nul maner de occupaciun assingnir.—*Louther.* Coment kil dist kil [demand] les homages cum apurtinaunces a sa demaunde, ou coment ky il fit la vewe, nus volum averer ky nus fumes seysi de memes cele homage le jor de son bref purchace e le jor de la vewe fete; e demaundom Jugement.—HERTFORD. Yl put estre ensemblement, ky si les homages seient apurtinaunt a la tere e assingnet la dame en dowere la dame ne avera for ki les feutes e les services, e les homages demerent al heir: dunt kant il porta sun bref ver la dame de la tere od les purtinauns, e meyme la chose meist en la vewe, e pus le seysine agarde, en coe cas yl recovere seysine des homages: si estes vus seysi e si futes le jor du bref purchace e le jor de la vewe fete, e si ne put aver la occupaciun; par quey yl semble ky coe nest pas respons, tut futes vus seysi.—*Louther.* Donke vus dioms issint, desicom yl ne demaunda for ki un mes e une carue

A.D. 1294. and one carucate of land with the appurtenances in Colewent, and so great a seignory as the homages of a manor cannot be appendant to such a small thing demanded, — especially when so far away and out of the vill (perhaps six or eight leagues) where his demand was made,—we pray judgment if he can recover them as appurtenances.—*Heyham.* Then do you admit that the View was had of the homages.—*Esle.* Without admitting the View I will shew you that he could not recover them as appurtenances; for he demanded only one messuage and one carucate of land with &c. in Colewent; and as thereby he did not suppose that what he demanded was out of the vill of Colewent, less is thereby comprised than what he now affects to comprise; nor did he demand it as a manor or the moiety of a manor; so inasmuch as the corps of his demand was not a vill or manor or moiety of a manor or the third part of &c., and such a seignory can not be appendant except to a castle or to a manor or to a vill, unless it be in the same place or vill where the corps of the demand is, and you demanded only one messuage and one carucate of land with &c. in Colewent, which demand was not made in the character of a castle or a manor or a vill, and this seignory is six, seven, or eight [leagues] out of the vill where your demand was laid, we pray judgment.—HERTFORD. Your argument would be good if the View were admitted; so I advise you to admit it.—*Irle.* Sir, I will not do so; I will shew you that there is no need to do so; by reason that the Statute gives one recovery by writ of Attaint as well in respect of the appurtenances as of the main subject: but if Sir Edmund were to bring his writ of Attaint and were to say that the Twelve had given a false oath when they recognized that his ancestor was seised of these homages on the day when he died, it would be a good answer for the Twelve to say that they had cognizance not of that but only of

de tere od les apurtinaunces en Collewent, e si grant, A.D. 1294.
seynurie cum maner homage ne put estre apendant a si petite demaunde e nomement si loyn e hord de la vyle, si lywes ou uyt, ou sa demaunde fut fete, demaundom Jugement si com apurtinaunces les puse recoverer.—*Heyham.* Donke grantez vus la vewe estre fete des homages.—*Ylle.* Sanz graunter vewe je le vus mostrerye ky cum apurtinaunces ne les put yl recoverer; ke yl ne demaunde fors un mes e une carue de tere od &c. en Collewent, e en tant ne suppose yl mie sa demaunde estre hors de la vyle de Collewent entere meys est la comprise ki nest coe kyl conprent; ne yl ne demaunde cum maner ne com meyte de maner: dunt desicom le gros de la demaunde ne fut vile ne maner ne la meite du maner ne la terce partye &c., e cele seynurie ne put estre apendaunt si coe ne seit au chautel ou a maner ow a vile, si coe ne fut en meme le lew ou en meyme la vile ou la demande en gros fut fete, e vus ne demandet for ki un mes e une carue de tere od &c. en Collewent, la quele demande ne fut fete ne com chautel ne com vile ne com maner, e ceste seynurie est hors de la vile ow nostre demaunde est fete, a vi. ou vii. ou viii., e demandom Jugement.—HERTFORD. Vostre resone serreit bone si la vewe fut grante; e por coe je low vus le grantez.—*Ylle.* Sire, noun fray; ki yl ne ad mie mester je le vus mostret par reson ky le statut[1] veut ky home eit recoverir par bref de ateynte ausi de apurtinaunces com del gros: mes si Sire Edmund portat sun bref de ateinte e deit ki les dosse avoient fet faus serement en tant cum yl coniseient ki sun auncestre fut seysi de ces homages le jor kyl morust, yl serreit bon respons pur les .xii. a dire ky de coe ne saveint yl point de conisanse for ki soule-

[1] MS. ky les veut.—See 3 Edw. I. (Westm. I.) c. 38.

A.D. 1294. a messuage and land in Colewent; and that, notwithstanding the View; for their verdict could not go on the view of any other thing. Since therefore for the reason aforesaid the law would discharge the Attaint without regarding the View, judgment if we ought not to be received to undo that (for he could not recover them as appurtenant) without answering to the View; and particularly as we ourselves were not party to the View prayed, nor could we challenge anything: the Inquest should not have affirmed the appurtenance by the View which was made; for the Inquest were not parties to the View, nor did they affirm the homages to be appurtenant.—METINGHAM. Have you anything more to say?—*Louther.* Sir, these homages (with other tenements) were at a certain time in the seisin of one Owen ap Merdunt, and Owen ap Merdunt held them as things in gross, of King Henry; and they were afterwards forfeited, in consequence of which they came into the hands of King Henry, who gave them to Sir Roger de Mortimer, who died seised thereof; after whose death Sir Edmund entered as son and heir, without this that his grandfather on whose seisin he demands ever at any time had any thing in them either as things in gross or appurtenant; and this we will aver: and we pray judgment.—METINGHAM. If that is to avail you, you must either admit or deny the View; when you assert against him that he has purprested and occupied, there he answers you Nay; there is nothing else to be said.—*Isle.* Since you have said that we must answer as to the View, we pray that they may state by particulars how the View was made, so that we may give a precise answer: for, as we think, the View can not be upset; but where homage is demanded it is necessary that he who prays it should give view of the tenements in respect of which the homages arise; therefore let them say one thing or the other.—*Heiham.* We tell you that it was of the tenements in respect of

ment de un mes e une carue de tere en Collwent, e A.D. 1294.
nent encontre esteant la vewe; ki de autre vewe ne poient lor verdit respondre: dunc desicom lei chacereit lateinte par la reson avant dite, sanz aver regarde a la vewe, jugement si nus ne devum estre resiu a defere cel kil ne poeyt cel cum apurtinaunt recoverir sanz respondre a la vewe; e nomement desicom nus meymes ne fumes partye a la vewe demande, ne ren ne poymes chalanger la enqueste ne averet mie afermer le apurtinaunces par la vewe fete, ky lenqueste ne fut nent partye a la vewe ne aferma pas le homage aportinant.—METYNGHAM. Volet plus dire?—*Louther*. Sire, ces homages ensemblement od autres tenements furent en akun tens en la seysine uin Oweyn Apermerdunt, e Oweyn Apermerduz les tint du Ray Henri en gros,[1] les ques apres forfirent, par quey les tenements devindrent en la meyn le Roy Henri ky les dona a Sire Roger de Mortimer, ki morut seysi; apres ki deces Sire Edmund entra cum fyz e heyr, sanz coe ki son ael de ky seysine yl demande unkes en nul tens ren ne avoit ne com gros ne com apurtinaunt; e coe volum averer: e demaundom Jugement.—METYNGHAM. Si coe vus deit valer, il covent ki vus grantez la vewe ow ki vus la dediez; la ow vus meites sor ly kil ad porpris e occupe, la vus respont yl ky nay; ke yl ne ad nul autre chose a dire.—*Ylle*. De pus ky vus avet dit ky nus responum a la vewe, nus prium kyl dient en certeyn coment la vewe fut fete, ky nus pusum certeynement respondre: ky, a coe ky nus antendum, ne put vewe estre defete; eynz covent la ow homage est demande ke yl face la vewe des tenements dunt les homages furent; e pur coe diez le un ow lautre.—*Heiham*. Nus vus dium des tenemenz dunt les homages

[1] MS. clos.

A.D. 1294. which the homages arise. — *Isle.* Not so, ready &c.— And the other side said the contrary.—So &c.

Writ of Deceit.

§ Dionisia de Mountchesny brought a writ of Deceit against W. Constable, clerk, for that whereas one Robert held the church of E. in the county of York on her presentation, by whose death the church became vacant; whereupon the said W. forged a letter in the county of York, in the name of the lady, and sealed it with a forgery of her seal, and took the same letter to the Archbishop of York and delivered it to him in the name of the lady as though she had presented him to the said church; and the Archbishop, suspecting that the letter was fraudulently obtained, delayed the institution: and W. falsely procured J. and E. to take him a certificate that it was the lady's deed; and they falsely testified that it was the lady's deed; in consequence whereof he (W.) was instituted and had corporal possession, to the disherison of &c. and in deceit &c., and to her damage &c.—*W.* denied tort &c. and all kind of deceit and the damages &c., and prayed that they might say in what place the writing was made.—*Warwick* (for the lady): In the county of C. —*Spigurnel.* That is no certain place.—*Warwick.* Sir, we have counted against them for deceit, to which they answer not, &c.—METINGHAM. By the common counsel [of the realm] a writ out of the Chancery issued to the sheriff of Yorkshire ordering him to admonish that Archbishop that he should send that writ here; because the King wished to convict those who counterfeited his seal and the seals of the great men of his realm: therefore we ask if you admit this deed or not.—*Spigurnel* prayed a sight of the writing, and he had it. And he answered to the party, and said that in this writ he ought not to be answered; because he supposes by his count that the church is in the county of C., and that the disheritance was committed in that county; and he ought to have purchased a writ directed to the sheriff

surdunt. — *Ylle.* Ki nun, prest &c.; e les autres le revers.—Ideo, &c. A.D. 1294.

§ Dyonise de Mounchanesy porta bref de deceyte ver W. Conestable Clerk, par la ou un Robert tint la esglise de E. en le Conte de Euerwike de sun presentement, par ky mort la esglise fut voide, dunt meme cely W. fit une fauce lettre en le Conte de E. en le noun la dame, e cele lettre ensela de sun seal de uyn seal annutter, e meme cele lettre porta al Erseveske de Euerwike, e luy dilivera en le nun la dame ky a meyme cele esglise le avoit presente; e par la ou le Erseweske soucha ky la lettre fut malement purchace, mit la instituciun en respit; la ou W. faucement procura ki J. e E. ly porta cete temoniaunce ky coe fut le fet la dame, eus faucement temoynerent ky coe fut le fet la dame; par ki yl fut institut e avoyt corperal possessiun, en desheritisoun e en deceite, a ces damages &c.—*W.* defendi tort &c. e tote manere de deceite e ces damages &c., e demanda ke eus dient en quel lu cel escrit fut fet.—*Warwyke* (pur la dame) En le Conte de C.—*Spigurnel.* Coe nest pas liw certeyn.—*Warwyke.* Sire, nus avum conte ver eus de deceite, a quey yl ne respounent &c.—METINGHAM. Par le commun consayl issit bref de la chauncelere a viconte de E. kil amonestat cel Erceweske ke yl enveiat cel bref issi; par ki le Roy voleit atendre conterefesors de sun seal e les seaus de haute gent de sun realme; par quey nus demandom si vus conuset coe fet ow nun.—*Spigurnel* demanda vewe del escrit; e avoit: e respondi a la partye, e dit ki a cel bref ne deit yl estre respondu, pur coe kyl suppose par sun conte ki la esglise est en le conte de E.,[1] e la desheretison ly fut fet en cel conte, e a cel viconte dut il aver purchace cel bref, e nent a viconte Bref de Deceyte.

[1] MS. C.

A.D. 1294. of that county and not to the sheriff of C. whereupon we pray judgment.—METINGHAM. Do you admit this deed? answer to us.—*Spigurnel.* We will answer fully to the Court. And do you abate this bad writ. — METINGHAM. Do you admit that deed? — *Spigurnel.* Yes, Sir, and we tell you that one John brought that writing to us at C. for the purpose of maintaining the right of the lady, and in the lady's name.— *Warwick.* Would you abate our writ now that you have answered to the deceit?—*Spigurnel.* We have answered to the Court and not to you; therefore that answer, as far as we are concerned, ought not to prejudice us.—*Heyham.* We complain of forgery and deceit committed in the county of C., to which they answer not &c.—METINGHAM. If she were to bring her writ in the county of York, and count of that deceit as committed in the county of C., the writ would abate; so the writ is now good because it is brought to the sheriff of C. — *Hertepol.* If he had made the writing in the county of C., and had not delivered it but had kept it in his purse, you could not have challenged it: so it follows that the cause arises from the delivery, which was in the county of York; and where the cause arises there he shall bring his writ; and the cause here arose in the county of York and not in the county of C.; and his writ is directed to the sheriff of C.; so we pray judgment. — METINGHAM. Plead something else. *Spigurnel.* If you so adjudge, we will give a sufficient answer.—METINGHAM. Serjeant, guard that clerk.—And they had a day on the morrow.—HERTFORD rehearsed Hertepol's argument.—*Heyham* answered as METINGHAM had previously answered.—METINGHAM. *Spigurnel,* answer over.—[*Spigurnel.*]. Sir, for a month before and for a month after the date of that writing we were in the county of York, at Elengeshe and in the manor of E.; ready &c.— *Warwick.* By that you mean to say that you did not make that writing in the county of C.: if

de C.[1] dunt nus demandom Jugement. — METYGHAM. A.D. 1294.
Conuset vus coe fet? responet a nus.— *Spigurnel.* Nus respondrum aset a la court; e abatet nus coe maveis bref.—METINGHAM. Conusez cel fet?—*Spigurnel.* Sire, oil: e vus diouns ki un Jon nus porta cel escrit a nus en C. a meyntener le dreit la dame en le noun la dame. — *Warwyke.* Volet vus abatre nostre bref par la ow vus avet respondu a la deceyte?—*Spigurnel.* Nus avum respondu a la court, e nent a vus; par quey cele respons kant a nus nus ne deit nure.—*Heyham.* Nus pleinum de la faucine e de la deseite fet en le conte de C.; a quey yl ne responent nent &c. METINGHAM. Si ele portat sun bref en le conte de E. e contant de cele deceite fete en le conte de C., le bref se abatereit; dount le bref est ore bon, pur coe kil est porte a viconte de C.—*Hertepol.* Si yl ut fet les escrit en le conte de C., e ne ut pas livere, eynz retenu en sa bourse, vus ne porriez la chalanger: dunt ensiwt ky la cause sourd de la livere, e coe fut en le conte de E.; e par la ow la cause sourd la portera yl sun bref; e la cause sourdi en le conte de E. e nun pas en le conte de C.; e sun bref vent a viconte de C. dunt demandom Jugement. —METINGHAM. Dites autre chose.—*Spigurnel.* Si vus agardez, nus respondrum asez. — METINHAM. Sergaunt, pernez gard de cel clerk: e ount jour a demeyne.—HERTFORDE reherca la resone Hertepol. — *Heiham* respondi solum coe ki METINGHAM respondu avant.—METINGHAM. *Spigurnel* responet outre.—[*Spigurnel*] Sire, ki nus fumes uiyn mois avant la date de cel escrit e un mois apres en le conte de E. en Elengeshe e en le maner de E. prest &c. *Warwyke.* Par tant volet dire ki vus ne feites meye cest escrit en le conte de C.; si vus volet estre eide

[1] MS. E.

A.D. 1294. you wish to be aided by your exception you must traverse us. — METINGHAM. If you were received to this exception, what conclusion would follow? None, as I think.—*Heyham.* It is their own deed; they ought to know well when and on what day it was made: but we will aver that he made that writing in the county of E.—METINGHAM. Did you make that writing or not? —*Spigurnel.* We did not make it; ready &c.—And the other side said the contrary.—[. . .] (for John). We were not the bearer of any forgery; ready &c.—*Warwick.* How will you aver it? I should think by the Bishop.—*Spigurnel.* By the Country: and if you refuse the averment, we pray judgment.—And they went on the averment by the Country. — *Heyham.* We pray judgment if they shall answer until the principal be convicted. — And it was adjudged in the negative. — So &c.

Quare Impedit.

§ William de G. brought his Quare Impedit against Sir Hugh de Cressingham, and said that tortiously he did not suffer him to present a fitting person to the church of C., which was vacant &c.; and tortiously for this that whereas one Richard was seised of one acre of land and ten pence of rent with the &c., to which the advowson of a moiety of the church of C. is appendant, to which moiety he presented his clerk, during &c., who on his presentation &c. was received &c.; and that from Richard the right &c. descended to B. as son &c., and from B. to C. as brother, and from C. to A. as son, which A. assigned that acre and that rent together with the advowson &c. in dower to F. the wife of C., which F. presented A. her clerk &c.; and that A. died; whereupon she presented one G. &c.; afterwards F. surrendered the land and the rent together with the advowson to A. the son of C., to whom the reversion belonged, and that A. enfeoffed D. our ancestor of the said acre of land and ten pence together

par vostre excepcion vus nus serrey contrarye.—METYNGHAM. Si vus futez recu a cest excepcion quele conclusiun ensewereit? joe entenke ky nule.—*Heiham.* Cest lur fet demeine; yl deyvent ben saver qant e quel jour yl fut fet; mes nus volum averer kil fit cest esscrit en le conte de E.—METYNGHAM. Feites vus cel escrit ow nun?—*Spigurnel.* Ki nus ne feimes nent, prest, &c. E les autres le revers.—[. . .] (pur Jon) Ky nus ne portames nule faucine prest &c.—*Warwyke.* Coment volet averer? joe entent ke ki par le Esveske.—*Spigurnel.* Par pays; e si vus refuset le averement, demandom Jugement. E sunt al verement du pais.—*Heiham.* Nus demandom Jugement si yl respoundrent si la ky le principal seit ateynt. E fut agarde ky nun. Ideo &c. A.D. 1294.

§ Willem de G. porta sun quare impedit ver Sire Hue de Cresingham, e dit ki atort ne ly sufre presenter covenable persone a la Esglise de C. ky voide est &c.; e por coe atort, ky la ow uyn Ricard fut seysi de un acre de tere e .x. deners de rente od les &c., a quele le avowesoun de la meyte de la esglise de C. est apendant, a quele meyte yl presenta un sun clerk durant &c., ky a son presentement &c. fut recu &c.; de Ricard decendi &c. a B. cum a fyz &c., de B. a C. cum a frere, de C. a A. cum a fyz le quele A. asingna cel acre e cele rente ensemblement od le avoweson &c. en dowere a F. la femme C., la quele F. presenta A. sun clerk &c.; e cely A. morut; par quey ele presenta un G. &c.; pus F. rendi la tere e la rente ensemblement od lavoweson a A. le fyz C. a ky apendi la reverciun, e cely A. enfeffa D. nostre auncestre de cele acre e x. deners od le Quare Impedit.

A.D. 1294. with the advowson; and that G. resigned the church, by which resignation the church is now vacant; and so it belongs to us to present &c.—*Warwick.* Whereas he says that F. who held in dower presented to the church of C. by reason that she was seised of the advowson as appendant to the acre and the rent, we tell you that when F. presented the advowson was appendant to the land which we held, and not to that acre; ready &c.—*Sutton.* You do not give any answer to us.—And he rehearsed his first argument.—*Warwick.* We say that that advowson was assigned in satisfaction of another advowson; so you can not call it appendant.—*Sutton.* We will aver that when she presented the advowson was appendant to the acre &c., and that it still is so.—*Warwick.* Again, you can not say that she surrendered then; for whereas a fine was levied between A. and your ancestor she put in her claim; wherefore you can not say that she then gave it up.—*Sutton.* We will aver that she did give it up.—METINGHAM. How will you aver it? by the Country?—*Sutton.* If you order such an averment, we will aver it by the Country.—METINGHAM. Be not deceived: for if you say that she yielded up the acre with the ten pence of rent with the appurtenances, you can not say that she yielded up the advowson as appurtenant to the acre &c. unless you can shew that the advowson has been appendant to the acre &c. since memory runs; therefore it is necessary to say that she yielded up the advowson together with &c. And the reason why you must say so (and rightly) is that a thing which is once appendant is always appendant. For if the advowson of a church is appendant to a manor, and I hold the manor, and I enfeoff Sir William de Giselham of the advowson, and you bring a writ against me and demand the manor with the appurtenances, and I shew that William is seised of the advowson, the writ will abate: for althoug I by my deed have served the advowson,

avoweson; issi ki G. resingna la esglise, par quele re- A.D. 1294.
singnement la Esglise est hore voide; e issi apent a nus presenter &c.—*Warwyke.* Par la ow yl dist ki F. ky tint en dowere presenta a la esglise de C. par la resone ki ele fut seysie de lawowesoun cum apendant al acre e la rente, nus vus dium ky al houre ky F. presenta lavowesoun fut apendant a la tere ky nus tenimes e nent a la acre, prest &c.—*Suttone.* Vus ne responet mye a nus; e reherca sa primere resone.—*Warwyke.* Nus dium ky cel avowesoun fut asingne en alowaunce de un autre avoweson, e issi vus ne poez dire cum apendant le fut done.—*Suttone.* Nus volum averer ky a cel houre ke ele presenta lavowesoun fut apendant al acre &c., e uncore est.—*Warwyke.* Uncore coe ne poez vus dire ky ele rendi al houre; ky la ow fyn leva entre A. e vostre auncestre ele myt son cleym; par quey vus ne poez cel dire kele rendi le avoweson.—*Suttone.* Nus volum averer ky ele rendi.—METYNGHAM. Coment volez averer?—*Suttone.*[1] Si vus agardet tel averement nus volum averer par pays.—METYNGHAM. Ne seiez pas decu: ky si vus dites ki ele rendi le acre od les x. deners de rente od les purtinaunces, vus ne poet dire ky ele rendi le avoweson cum apendant al acre &c. si vus ne poez mostrer ki le avoweson ad este apendant al acre &c. pus ki nule memorie ne court; pur coe yl covent dire ki le rendi le avoweson ensemblement &c.: e la resone pur quey ky len soleit parler, e de dreit, ki chose ki est une fez apendant teus jors est apendant: ki si lavoweson de une esglise est apendant au maner, ki joe tenke le manere, e joe feffe Sire Willem de Giselham de lavoweson, e vus portet bref ver moy e demandet le maner od les apurtinaunces, e joe mostre ky Willem est seysi del avoweson, le bref se abatera; ky tote eye joe severe le avoweson par mun fet, nekedent de

[1] In the MS. the name of *Suttone.* follows the word "averement."

A.D. 1294. yet notwithstanding it rightfully is appendant. And I will prove this to you; if I be seised of a manor &c., and I enfeoff another person of the manor, and you implead me for the manor with the &c., and you do not make an exception as to the acre, the writ will abate; so in the present case; because the advowson has not been appendant to the acre &c. since time of memory: and you can not say that the advowson passed with the acre as appendant thereto, if it has not been appendant since time of memory &c.; but if it be a purchase, the advowson must be [expressly] yielded up as well as the acre. — *Sutton.* She yielded up the advowson together with the acre &c., and it is still at this day appendant to the acre &c. — METINGHAM. I think that your father bought the acre and the ten pence of rent more for the sake of the advowson than for the sake of the acre and the ten pence of rent; for some clerks say that one cannot purchase the advowson of a church without glebe.—HERTFORD. You might say that the acre was appendant to the advowson, as well as the advowson to the acre. — *Sutton.* She yielded up the acre and the ten pence of rent and the advowson; ready &c.—And the other side say the contrary.—So &c.

Note. § Note that, if one distrein another to do suit to his court when he is not bound thereto by his feoffment, he (the distreined), although he have done the suit on account of the distress, may bring the Prohibition formed in the terms of the statute forbidding him to distrein contrary to the terms of the feoffment; and if the lord do not cease thereon, he shall have a writ of Attachment against the lord: but this matter can not be tried by the Replegiari after the lord has been (whether rightfully or wrongly) seised of the services. And in like manner if an Abbat or a Prior or a man in religion be distreined to do suit to a View of Frankpledge.

dreit sy est yl apendant : e joe vus profy cel ; si joe sey seysi de un maner &c., e joe feffe un autre dun acre,[1] e vus mey enpledet du maner od les &c., e vus ne feites nul forprise qant al acre le bref se abate ; ausi par de sca ; par ki si lavoweson ne ad pas este apende pus ky memerie court al acre &c., e vus ne poez dire ki lavoweson passe od le acre cum apendant si ele ne ad este apende pus ky memorie &c. ; mes si coe seit purchaz, yl covent rendre le avoweson ausi ben cum le acre.—*Suttone.* Ele rendi le avoweson od le acre &c., e ke ele est uncore coe jor apendant al acre &c.—METYNGHAM. Joe entenk quey vostre pere achata le acre e le x. deners de rente plus par laprowement de lavoweson ky por laprowement del acre od les dis deners de rente ; ky le uyn clers dient ky home ne pura achater avoweson de Esglise sanz glebe. —HERTFORT. Vus porriez dire ki le acre fut apende al avoweson ausi ben cum le avoweson al acre.—*Suttone.* Ki ele rendi le acre e les x. deners de rente e le avoweson, prest &c. — E les autres le revers. — Ideo &c. A.D. 1294.

§ Nota, ki si nul destreint a fere seute a sa court la ow yl nest pas tenu par sun feffement, mes kyl eyt fet par destresse cele sente, yl portera prohibiciun forme sour lestatut ke yl ne ly destreint pas encontre la forme de sun feffement ; e si le seynur ne lest pas por coe, yl avera bref de athachement ver le seynur ; mes par le replege ne put cete chose estre detrie puys ke le seynur seit seysi de ceus services, seit coe a dreit seit coe atort. E en meme la manere si Abbe ou prior ou home de religiun seit destreint a fere seute a vewe de franc plegge. Nota.

[1] MS. du maner.

A.D. 1294. Note. § Note that the presence of a man at a View of Frankpledge is not demanded by reason of tenure but as an obligation attaching on the person.

Warranty. § If one be impleaded in respect of his tenement, and vouch to warranty by virtue of his charter, and his warrantor lose, and make satisfaction in value to the tenant, then if the tenant be afterwards impleaded for the tenement which he has received to the value, he may vouch to warranty by that charter just as he did for the land comprised in the charter; and the voucher is good:—*per* R. de Seyton.

Nuper obiit. § John du Boys and Agnes his wife brought a writ "de rationabili parte" called "nuper obiit" against Lucy and Isabel, counting of the seisin of one Henry the grandfather of the said [Agnes], which Henry was seised in his demesne &c.; and that from Henry the right &c. descended to one Agnes as daughter and heir, and that from Agnes the right &c. descended to Lucy and Isabel and to the said Agnes who now demands, and whereof the aforesaid Lucy and Isabel hold the entirety, and she (Agnes) has nothing for her share.—And Lucy and Isabel came and said that this was a writ which should be brought on the seisin of the person last seised: but Agnes did after the death of Henry enter therein as daughter and heir, and died seised; and they prayed judgment.—[. . . .] Sir, we tell you that after Henry's death tenements were assigned to one Joan his widow as her dower, and that Joan was seised when Agnes died, so that Agnes was never seised; ready &c.—*Isle.* We think that this writ must abate on two grounds, first by the exception of "last seised," and then if it can be averred that the demandant is last tenant of that whereof she now demands her rightful part. But John and Agnes who now demand are seised of one messuage and four acres of land from one Robert

§ Nota, ky la presence de nul home nest demande a vewe de franc plegge par la reson de tenure mes par la reson de la persone. A.D. 1294. Nota.

§ Quod si quis implacitatus fuerit de tenemento suo, et vocaverit ad warentum per cartam, et warentus ejus amiserit, cum fecerit tenenti ad valentiam, si tenens postea implacitatus fuerit de tenemento quod habel ad valentiam, potest vocare ad warrentum per istam cartam sicut fecit contento in carta, et valet vocatio: —*per* R. de Seytone. De Warauntye.

§ Jon du Boys e Anneise sa femme porterunt bref de renable partye ky est apele nuper obiit ver Luce e Isabele, contant de la seisine un Hanri ael meme celi, le quel Henri fut seysi en sun demeyne &c.; de Henri decendi le dreit &c. a un Anneise cum a file e heir, de Anneise decendi &c. a Luce e a Isabele e a Anneis ky ore demaunde, e dunt les avant dites Luce e Isabele en tenent tot, e ele ren ne ad de sa partye. Et Luce e Isabele vindrent e diseint ky coe fut un bref ky voleit estre porte de la drein seysi: mes Anneis apres la mort Henri entra leynz cum file e heir, e morut seysi, e demaunda Jugement.—[. . .] Sire, nus vus dium ki apres la mort Henri ces tenements furent assignes a une Jone sa feme en dowere, yssi ki Jone fut seysie qant Anneise morust, issi ki Anneis ne fut unkes seysie, prest &c.—*Ylle* Sire, nus entendum ki cete bref se abatera en deus maneres, par excepcion del dreyn seysi, e ensement si lem put averer ky le demaundant seit deren tenant de coe kyl demaunde sa renable partye: mes Jon e Anneis ky ore demaundent sunt seysi de un meis e iiij. acres de tere par un Robert Nuper obiit.

A.D. 1294. and Agnes, to hold to her and her heirs, without this that it was assigned to Agnes as her rightful portion; and we pray judgment.—And so the plea stood over at that day.—Afterwards came Lucy and Isabel and said that the one messuage and four acres of land were given to John du Boys and his wife in frank-marriage; and (said they) unless they put it into hotchpot with the remainder, we do not think that they can demand her rightful portion. — *Bereford.* Sir, we tell you that these tenements were given to John and his heirs in fee simple, and not to Agnes and him in frank-marriage: (and as to that he put forward a charter which witnessed it, together with a Fine of the like nature which witnessed that the gift was in fee simple, and not in frank-marriage as they said).—*Louther.* Whatever charter or whatever Fine they put forward in court, we tell you that the gift on which he entered was a gift to him and to Agnes his wife, by virtue of which gift they have continued their seisin without change of estate, ready &c. — *Bereford* and *Isle.* They can not get to that; for the reason that we have shewn to the court a charter and a Fine which witness that the gift was in fee simple to John and his heirs, and you have nothing but a suggestion by which to shew that she ought to have any other estate; and besides this you have admitted the gift (except what is in debate between us, namely the form of the gift which we have sufficiently overturned) which witnesses the form viz. that it was a gift in fee simple to John and his heirs; and you have nothing to shew the form to be such as you asserted, and you have not denied the charter and you can not deny the Fine, and you have nothing besides a suggestion; and we pray judgment if you can get to that averment.—HERTFORD. We think that a Fine can not be avoided in this case as it might be in a Mordancester. For if I bring a Mordancester and the tenant put forward a Fine against me to put off the assise, there would be a reason

e Anneis a ly e a ces heyrs, sanz coe ke yl ne fut assingne a Annys en renable partye; e demaundom Jugement: e yssi demora cel jorne. Puys vint Luce e Isabele e dient ki a Jon du Boys e a sa femme fut un mes e iiij. carues de tere done en franc mariage, e, sans coe kil ne meysent coe en hogepot oue le el, ne entendom mye kil pusent renable partye demaunder. *Bereford.* Sire, nus vus dium ki ces tenements furent done a Jon e a ces heyrs simplement, e nent a Anneys e a ly en franc mariage; e a coe mit avant une chartre ky temoyna, ensemblement od une fin de meme la nature ky temoynerent le doun simple e ne mye en franc mariage, si cum yl dient.—*Louther.* Quele chartre ou quele fyn kil boutent avant en court, nus vus dium ki le doun par quey yl entra fut un doun fet a ly e a Anneys sa femme, par le quel doun unt continue lur seysine saunz remuement de estat, prest &c. — *Bereford* et *Kille.* A coe ne pount il avener; e par la resone ki nus avum mostre a la court par chartre e par fyn ky temoynent le doun estre simple a Jon e a ces heirs, e vus ne avet ren for ki vent par ky mostrer ky ele deive autre estat aver, e a coe avet conu le doun, saunz[1] coe ky est en debat entre nus, nomement la forme de doun, e nus avum aset de fet[2] ky temoyne la forme, cest a saver le doun simple a Jon e a ces heirs; e vus ne ren avez par quey la forme seit tele cum vus deites, e ne avetz nent cete chartre dedite ne la fyn ne poez dedire, e vus ren ne avet for ky vent; demaundom Jugement si a a cest averement pussez avener. — HERTFORD. Yl est avis kyl nest pas issy a voider une fyn cum serreit en un mordauncestre;[3] ki si joe porte un mordauncestre, e le tenant portat encontre moy une fyn a defere le assise, la serreit resone a voider la fyn; ki si lassise deit ki mun auncestre morut seysi, la fyn se vodereit A.D. 1294.

[1] The translation has treated this word as "save;" see p. 403, line 2.,

[2] MS, defet.

[3] MS. Mordit.

A.D. 1294. for avoiding the Fine; for if the assise were to say that my ancestor died seised, the Fine would be thoroughly avoided: but in the present case the Fine can not be thus avoided; for the gift is admitted, save that there is a dispute as to the form.—*Bereford.* How do you think you can be received to this averment? since we have such proofs and witnesses of our statements, and you have nothing in support of your statements. And if you were received to your averment, would it not follow that you would be in as good a condition without the deed as we should be with the deed?—HERTFORD. William; if we saw any reason that the deeds should be with them as we see that they should be with you, we should very soon go to judgment; but as it appears that the deeds are in the possession of the feoffor, they can not make any averment except by the country, unless you can say that the charter was indented,—a thing which does not often happen.—*Fisseburne.* Sir, suppose that this Agnes was ousted from these tenements, and that she after the death of her husband were to bring a writ of Novel Disseisin, and could aver that the gift was made to her together with her husband in frank-marriage, would it not be right that she should be restored to her seisin? and although they could put forward in Court similar deeds, would she not be received to aver that in the first place the tenements were given to her jointly with her husband in frank-marriage? She would be. So also, suppose that John du Boys were impleaded for these tenements and were to make default, whereupon the Petit Cape were to issue, and, before judgment given, the lady were to come into Court ready to defend her right, and say that these tenements were given in frank-marriage, whatever deed, the other side could put forward; would she not be received to aver her right by virtue of the former gift in frank-marriage? She would be.—HERTFORD. William, although you have plainer reasons on behalf of your party than the others have, yet notwithstanding, we are here to try the right;

tot outre: mes par de sa ne put la fyn issint estre voyde, ke le doun est grante save ki ly ad debat en la forme. — *Bereforde.* Coment volet vus a cel averement estre rescu? del houre ki nus avum teles avereymens e temoniaunce de nostre dit, e vus ren ne avet de vostre dit: e si vus fucet rescu a vostre averement, ne ensiwereit yl ke vus serreit de autri si bone condiciun sanz fet cum nus serrium od fet.—HERTFORDE. Willem, si nus veisum de reson ki les fez dusent demorer ver eus ausi cum nus veoms kil deivent demorer enver vus, nus irrium moult tost al Jugement: mes si cum yl apent ky le fez demergent ver les feffor, e eus ne pount aver autre averement forke averement du pais, si vus ne vousez dire ki la chartre fut endente, ky pas sovent ne avent.—*Fissebburne.* Sire joe pos ki set Anneis fut debote de ces tenements, e ele apres la mort sun barun portat bref de novele disseysine, e pout averer ki le doun fut fet a ly ensemblement od sun barun en franc mariage, ne serreit coe reson ky de seysine unt restitucium; meke eus pusent boter en court teus fez, ne serreit ele rescu de averer ky primes le tenements furent dones a ly od sun barun en franc mariage? si serreit: ausi joe pos ki Jon de Boys fut enplede de ces tenements e feit defaute, par quey le petit cape issit, e la dame avant Jugement rendu vensit en court e prest a defendre sun dreit, e deit ki ces tenements fucent dones en franc mariage, quel fet ki les autres botasent avant; ne serreit ele rescu del averer sun dreit par le primer doun en franc mariage? si serreit.—HERTFORD. Willem, tut eyet vus plus evident resuns por vostre partye ki les autres, ne mye por coe nus sumes issi a trier le A.D. 1294.

A.D. 1294. and you well know that a charter and a Fine are not a deed but only testification of a deed; how can you oust them by that testification of a deed from averring that the deed is not such?—*Bereford.* How will you avoid the Fine which you can not deny?—METINGHAM. A Fine is levied on two things; on the right and on the seisin; on the right by writ of Covenant, where the right is acknowledged in the person of him who brings the writ, and he for that recognition grants to him (the conusor) the tenement for the term of his life; in which case the Fine, standing by itself, can not be avoided for want of seisin: but where a Fine is levied on a Warranty of Charter, which is only a testification of a deed, and may be avoided for want of seisin, as in the present case, why should they not be received to the averment of the deed for the purpose of avoiding the Fine?—*Fisseburne.* If John were to give these tenements to me, and then were to die, and afterwards his wife were to bring her writ of Entry "cui in vita &c," then, although I were to say that the gift was made to her lord and to his heirs, would she not be received to aver that the gift was first made in frank-marriage? She would be. So likewise for the same reason shall we be received; and although the gift were effected by Fine, yet that would not be a bar; because she was under coverture.—*Isle.* Suppose that John du Boys gave these tenements to me, and that afterwards his wife were to die without heir of her body, and the first donor were to bring his writ against me according to the form of the gift, and were to say that the tenements ought to revert to him for the reason that his daughter, to whom that gift was made on condition, had died without heir of her body, and I were to vouch John de Boys, who should come into court and warrant, and answer that he (the donor) could not have an action, for the reason that he (the donor) gave these tenements to him and his heirs by this charter,—would he not be driven to admit or

dreit; e ben savez vus ky chartre e fyn ne sunt mye A.D. 1294.
fet, eynz soulement temoniaunce de fet; coment puset vus outer les par cel temoniaunce de fet de averer ky le fet[1] nest pas tel.—*Bereforde.* Coment volet vus voider la fyn la que vus ne poet dedire?—METINGHAM. Fyn se leve sou[r] deus choses; sour dreit, e sour seysine; sur dreit, ausi cum par bref de covenante, ou le dreit est reconu en la persone cely ky porte le bref, e yl pur cel reconisaunce grante a li le tenement a terme de sa vye; en coe cas la fyn fet en sey ne put estre voide par defaute de seysine: mes la ou fyn se leve sur garrantye de chartre, la quele nest for ki temoynaunce de fet, e put estre voyde par defaute de seysine, cum en coe cas, pour quey ne deivent yl estre rescu al averement del fet a voyder la fyn.—*Fisseburne.* Si Jon me donat ces tenements, e yl se deviat, e sa femme apres coe portat sun bref de entre cui in vita &c., me ke joe deise ky le doun fut fet a son seynur e a ces heirs, ne serreit ele rescue a averer ki le doun aprimes fut fet en franc mariage? si serreit: ausi serrum nus par de sa par meme la resone; e meke yl se donit par fin, ja ne ly serreit barre, de pus ki ele fut entre le braz soun seinur.—*Ille.* Joe pos ky Jon du Boys me donast ces tenements, e apres coe sa femme se deviast sanz heir de sun cors, e le primer donor portat sun bref ver moy solum la forme del doun, e deit ky les tenements dusunt a ly revertir par la resone ky sa file a ky cel doun fut fet condicialment deviast saunz heir de son cors, e joe vouchace Jon de Boys, ki vendreit en court e me garantereit e respondisit ky acciun ne put yl aver par la resone kil ly dona ces tenements a ly e a ces heirs par cete chartre,—ne serreit yl chace a conustre

[1] MS. ky let.

A.D. 1294. deny the deed? for if he admitted it would it not be a bar? and if he denied it would it not be averred?

Dower. § One A. brought her writ of Dower against Master Henry de Bray for the third part of a mill and of the fishery in Lelleburne &c. — Master Henry made default; whereupon she held to the default, and he had a day to make his law; on which day he came not with his law, but came as a prisoner and in custody, and said that he had no need to make his law, for the reason that the land in question and all his lands were in the King's hands, and that he was out of seisin; and he prayed judgment if he ought to make his law in respect of lands which were in the King's hands.— METINGHAM. The King has your lands in his hands until you have made satisfaction for your ransom, and by way of distress and not as his own lands; and the freehold always remains in you: so you can answer and defend just as any other man who is at common law: just as did William de Mounchesney, who was in a much worse condition by order of the King. And for that you have not come with your law as you ought to have done, this Court doth adjudge that she do recover her seisin, but that execution shall not be had until she bring to us the King's warrant for us to proceed to execution. Therefore petition the King.

Dower. § Joan who was the wife of Walter de Molastre brought a writ of Dower against William the son of Walter &c.—*Heiham.* As to two parts of her demand we readily grant her dower; but as to the third part of the whole, we say that she ought not to have dower; for the reason that these tenements whereof she demands dower, were wholly in the seisin of Robert de Molastre, father of her husband Walter whose heir he was, and [the father] endowed his wife, named Mabel, of the entirety, and which Mabel is now bringing her writ of Dower

le fet ow dedire? ke sil conuseit ne serreit yl barre, e si yl le dedit ne serreyt yl avere? A.D. 1294.

§ Un A. porta sun bref de dowere ver Metre Henri de Bray de la terce partye de uyn molyn e de la peserie en Lelleburne &c. Metre Henri fit defaute; e dunt ele se prist a la defaute, e avoit jour a fere sa ley, a quel jor yl ne vint pas oue sa lay, mes yl vint cum prison e en garde, e dit kil navoit pas mester a fere sa ley par la resone ky cele tere e tote ces teres sunt en la meyn le Roy, e yl hors de sa seysine; e demanda Jugement si yl deive nule ley fere des teres ky sunt en la meyn le Roy.—METINGHAM. Le Roy ad vos teres en sa meyn deke tant ki vus eyet fet gre pour vostre rauncon, cum un destresce e ne mye cum ces teres demeyne; ky totofez demert le franc tenement en vus: dunt vus poez respondre e defendre cum un autre home ki est a la comune ley; ausi cum fyt Willem de Mounchanesy ky fut en mout plus fort cas par comandement le Roy. E pour coe ki vus ne estes pas venu a vostre ley cum vus ducez fere, agarde cete court ke ele rekevere sa seysine, mes ky le execuciun ne sera pas fete avant kele nus porte garrant du Roy ky nue facum le execuciun: pour coe siwez au Roy. Dowere.

§ Jone ky fut la femme Water de Molastre porta bref de dowere ver Willem le fyz Water &c.—*Heiham.* Qant a les deus partyes de sa demaunde nus ly grantum ben son dowere; mes qant a la terce partye del enter ele ne deit dowere aver; par la resone ky ceu tenements dunt ele demaunde dowere furent enterement de la seysine Robert de Molastre, pere Water sun barun ki heir yl fut, e dowa sa femme Mabile par nun del enter, ki ore porte sun bref de dowere ver Dowere.

A.D. 1294. against us for the entirety, an action for dower having accrued to her first, and the tenements being bound in dower to her first: and we pray judgment if she (Joan) can demand dower out of the entirety, that is dower out of dower.—*Kyngesham.* Your father and our husband made composition with Mabel his mother in respect of her dower for twenty seven marks by the year; so that he was seised of the entirety, ready &c.—*Warwick.* At least as to the twenty seven marks she can not deny that she will be foreclosed: but how did he make composition for the twenty seven marks? was it for his own life or for Mabel's life or for a term?—*Kingesham.* For the whole of Mabel's life.—*Heiham.* Whereas they say that he made the composition for the whole of Mabel's life, we tell you that Mabel leased her dower to him in consideration of the twenty seven marks, to hold to him and his heirs male of full age; but that if he should not have an heir male, or should at his death have an heir male under age, or should have an heir male of full age and should fail to pay the twenty seven marks at any of the times fixed for payment, then and in any such case it should be lawful for her to take her dower without let from them: and in this form was composition made with her, and not absolutely for Mabel's life; ready &c.—*Kyngesham.* Still he holds her dower to him and his heirs at their pleasure as long as they choose to have it, in consideration of the twenty seven marks: and we pray judgment.—*Heyham.* If I take a farm to hold at my will for a certain yearly sum, no one can compel me to hold at will; but I can throw it up at my pleasure. And he made composition only in the form aforesaid, ready &c.—*Kingesham.* He made the composition for Mabel's life, ready &c.—And the other side said the contrary.—So &c.

Note. And note that the son's wife can not recover dower out of the tenement which was previously charged with dower to another woman, unless her husband has made satisfaction to that woman for her dower, so that he

nus del enter, a ki primes fut acciun acru de dowere, A.D. 1294.
e les tenements primes obliges a ly de sun dowere: e demaundom Jugement si ele puse dowere del enter demaunder cum dower de dower.—*Kynge'*. Vostre pere e nostre barun fit gre a Mabille sa mere pour son dowere pour .xxvii. mars par an, issint kil fut seysi del enter, prest &c.—*Warwyke*. A meyns kant a les .xxvii. mars ele ne poet dedire ki ele ne serra forclos: mes le quele fit yl gre a Mabille a sa vye demeyne pour le .xxvii. mars, ou a la vie Mabille, ou a terme? —*King'*. A tote le vye Mabille.—*Heiham*. Par la ou yl dient kil fit gre a tote la vye Mabille, nus vus dium ky Mabile ly lessa sun dowere pour le .xxvii. mars a ly e a ces heyrs madles e de age, e si fut ke yl ne ut nul heir madle, ou ke yl ut heyr madle e nent de age qant yl morsit, ou si yl ut heir madle e de age e failisit en la paye de .xxvii. mars a nul terme, ki ben ly lust en touz ces cas de prendre sun dowere sanz contredit de eus; e en cete forme fit yl gre a ly, e nemye certeynement a la vie Mabille, prest &c.—*Kyng'*. Ele uncore tent sun dowere a ly e a ces heyrs a lur volunte ausi longement cum vodrent aver pur les .xxvii. mars; e demaundom Jugement.—*Heyham*. Si joe prenke une ferme a tener a ma volunte por un certeyn par an, nul home ne me fra force a tener a ma volunte; mes joe le porroy refuser a ma volunte; e ke yl ne fit gre for ky en la forme avantdite, prest &c.—*Kinge*. Kil fit gre a la vye Mabille, prest &c. E le autre le revers. Ideo &c.

Et Nota ky la femme le fyz ne put pas reco- Nota.
verir dowere du tenement ky primes fut oblige a un autre femme a sun dowere, si sun barun ne ut fet

A.D. 1294. is seised of the entirety; as was alleged in the plea above.

Annuity. § William de Hamptone brought his writ of Annuity against John de la Hay, and demanded forty shillings which were in arrear to him &c. of a yearly sum of twenty shillings, by virtue of a writing which purported that he had charged his manor of N. therewith into whosesoever hands it should come.—*John* said that nothing was in arrear on the day when the writ was purchased, ready &c.—*William* said, Inasmuch as he has admitted the deed, and has alleged payment, and thereof has produced no specialty, we pray judgment if he can get to any averment against his own deed.—And *John* prayed judgment if he ought not to be received to the averment.—METINGHAM. For that you have alleged payment and have no specialty [to show it], the Court doth adjudge that he do recover the forty shillings and his damages, and forty shillings besides which have accrued since the purchase of his writ.

Note that, by this plea it appears that in a writ of Annuity one can not allege payment without a specialty to show it; and if the annuity be found for the plaintiff he shall recover his demand: and besides that he shall recover the arrears from the day of the purchase of the writ until the day of the recovery, and by the same judgment. In this case he will recover more than he demands by writ or by word of mouth.

Entry in the "post." § One A. brought a writ of Entry in the "post" against B. and G. his wife, and said that they had not entry except after the lease which he made thereof to one E. for a term which has expired &c.—*Mutford.* Sir, whereas he says that B. and G. his wife had not entry &c., we tell you that B. found his wife G. seised when he married her; and we pray judgment of the writ.—*Gosefeld.* This is a writ of Entry in the "post;"

gre a cele femme por sun dowere, issint kil fut seysi del enter cum fut alege en ceu play &c. A.D. 1294.

§ Villem de Hamptone porta son bref de annuelte ver Jon de la Hay, e demaunda .xl. soz qe arere ly furent &c. de .xx. soz par an, par uyn scrit ky coe temoyna, que voleit kil fut oblige en sun maner de N. en quy mayns kil devendreit. *Jon* dit ky ren ne ly fut arere le jour de son bref porchace, prest &c.—*Willem* dit, desicom yl ad conu le fet, e alegge soute, e de coe ne mostre nule especialte, demaundom Jugement si a nul averement pusse avener encontre sun fet demeyne. E *Jon* demaunda Jugement si yl ne dust estre rescu a la averement.—METINHAM. Por coe ky vus avet alegge soute e ne avet nule especialte, si agarde cete court ke yl recovere les .xl. soz e ces dammages, e autres .xl. soz ki sunt ore arere pus sun bref porchace. Annuele rente.

Nota per istum placitum ky home ne put alegger soute en bref de annuaute sanz especiaute; e sy yl seit ateynt yl recovera sa demaunde. Estre coe yl recovera qant ki est arere del jour ky son bref fut porchace deke al houre kil ad recovere, e par meme le Jugement. En coe cas yl recovera plus ki sa demaunde ne est par bref ou par bouche. Nota.

§ Un A. porta bref de entre en le post ver B. e G. sa femme, e dit kil ne avoint entre si nun pus le les ky de coe enfit a E. a terme ky passe est &c.—*Mutford.* Sire, par la ow yl dist ky B. e G. sa femme ne avoint entre &c., nus vus diuns ky B. trova G. sa femme seysie qant yl la esposa; e demaundom Jugement du bref.—*Gosefeld.* Coe est un bref de entre en Entre en le post.

A.D. 1294. so it may be that he entered after the lease and lost the seisin, and then found the woman seised: but if the writ were in the "per," we should suppose that they entered jointly; and then their exception would be good.—It was adjudged that the writ was good, because it was in the "post."—And the tenant said, Not for a term, but in fee, ready &c.

Quare Impedit.

§ Richard Thorony brought a Quare Impedit against the Abbat of Our Lady of York, and said that the presentation belonged to him, for the reason that Magus and William and Morkyn, who were three lords, founded and endowed the said church, each of them with two bovates of land, in the time of William the Conqueror, a time whereof memory runs not &c.; and that Maugus (one of the lords) without the assent [of the others] presented his clerk named A., and that William presented his clerk named P., and that Morkyn presented his clerk named O.; and that from Maugus the right to present came to Robert, and from Robert to H. and Maugus between them; and that the church became vacant, and that he as issue of Maugus presented his clerk named William &c. in time of King John, whereof memory runs &c., who died parson of the same church; after whose death one John the Abbat his predecessor, because he purchased the estate of William and Morkin, presented his clerk &c. in right of William's estate, and afterwards another named Adam in right of Morkin's estate, which last died parson, by whose death the church is now vacant. And from Maugus descended the right &c. to Robert as brother, from Robert to G., from G. to H., and from H. to the said Richard; and so it belongs to him to present at this turn, as issue of the eldest parcener, because the abbat has presented twice, in right of the estates of William and Morkin the other parceners, since his ancestor presented; and whereof he disturbs him tortiously &c.—*Warwick* prayed judgment

le post; par quey yl poet estre kil entra puis le les, A.D. 1294.
e perdi la seysine, e pus trova la femme en seysine; mes si coe fut en le per, dunke supposeroms ke ly entrerent joyntement, e dunke serreit lur excepciun bone: —agarde fut le bref bon, por coe kyl fut en le post: —e dit, nemye a terme eynz en fee, prest &c.

§ Ricard Thorony porta le quare impedit ver le Abbe de Nostre Dame de Euerwyke, e dit kil presentement a ly apent, e par la reson ky un Magus Willem e Morkyn ky furent .iij. seynurs fonderent e dowerent meme la esglise, chekun de eus de deus boves de tere, en tenps Willem le Conqueror dunt nule memorie ne court; issi ky Maugus le un seynur sanz assent presenta sun clerk A. par nun, e Willem sun clerk P. par nun, e Morkyn sun clerk O. par nun; dunt de Maugus decendi le dreit del presentement a Robert, de Robert a H. a Maugus entreus; ky voyda le esglise; yl cum issu de Magus presenta sun clerk Willem par nun &c. en tenps le Roy Jon, dunt memorie court, ki morut persone en meme la esglise; apres ky mort un Jon Abbe son predecessor, por coe kyl porchaca lestat Willem e Morkin, presenta son clerk &c. por lestat Willem e pus un autre pur lestat Morkin, Adam par nun, ky dreyne morut persone, par ky mort la esglise est ore voyde. Dunt de Maugus decendi le dreit &c. a Robert cum a frere, de Robert a G., de G. a H., de H. a meme cete Ricard; dunt a ly apent presenter, cum le issue del eyne parcener, a cete foyz, pur coe ki le Abbe ad presente deus fez por lestat Willem e Morkin e les autres parceners pus coe ky sun auncestre presenta; e dunt yl ly desturbe atort &c.—*Warwyke* demaunda Jugement pur le Abbe, Quare Impedit.

A.D. 1294. for the abbat, for the reason that every count should show that the matter has come down by descent or agreement; but he has not shown by his count whether we have the estate of William and Morkin by descent or by agreement made between them and us; but only that we have the estate of William and Morkin; and we pray judgment. — *Gosefeld.* Your challenge is to the action rather than to abate the count; because if we should lose by that writ we shall not have any recovery except by writ of Right. — *Hertpol.* Even if we had the agreement in hand, we could not be a party to challenge it, because it was beyond time of memory; so we should not be received to traverse the agreement; and we pray judgment if we have any need to make mention of any agreement made at such a period.—METINGHAM awarded by judgment that he should answer.—*Warwick.* The church is full and provided for before the purchase of his writ; ready &c. however we ought. — *Gosfeld.* Of whom and by whom and from what time?—*Warwick.* Of us and our own patronage, and before his writ was purchased. —*Gosefeld.* Our writ was purchased within the time limited &c.—*Warwick.* We have no need to answer to the seisin of Maugus or of Morkin, because it was in time whereof memory runs not &c.; as to the seisin of the second Maugus within time of memory who presented his clerk named William, as he asserts, we tell you that one Paronel, who was the lord of the town and of the advowson, gave us one carucate of land to which the said advowson is appendant. And whereas he says that Maugus his ancestor presented his clerk named William &c., we tell you that this William was presented by us, and was on our presentation received and instituted by the Bishop, and was not presented by Maugus, ready &c. — And the other side said the contrary.—So &c.

par la resun ki chekun conte veut estre lie ky la chose decente par decente ou par compociciun; mes yl ne ad lye sun conte ky nus avoms les estat Willem e Morkin par decente ou par composiciun fete entre eus e nus, mes soulement ky nus avoms lestat Willem e Morkyn;[1] demaundom Jugement.—*Gosefeld.* Vostre chalange est plus al acciun ki al conte abatre; pur coe ki [si] nus perdum par cel bref nus ne averum nul recoverir si nun par bref de dreit.—*Hertepol.* Tot usun nus la composiciun en meyn, nus ne porrum mye estre partye a chalanger le, por coe ky coe fut fet en tenps dunt nule memorie ne court; dunt nus ne serrium pas rescu a traverser la composiciun; e demaundom Jugement si nus eium nul mester de nule composiciun fete en teu tenps fere menciun.—METINGHAM agarda par Jugement kil respondisent.—*Warwyke.* La esglise est pleyne e consile avant sun bref porchace, prest &c. par la ow nus devoms.—*Gosefelde.* De ky e par ky e de queu tenps?—*Warwyke.* De nus e de nostre avowerie demeyne, e avant sun bref porchace.—*Gosefelde.* Nostre bref fut porchace denz le tenps &c.—*Warwyke.* Nus ne avum pas mester a respondre a la seysine Maugus ne Morkin, pur coe ky coe fut en tenps dunt nule memorie ne court: qant a la seysine le seconde Maugus en tens de memorie ky presenta sun clerk Willem par nun, a coe kil dit, nus vus dioms ky un Paronel, ky fut seynur de la vyle e del avoweson, nus dona un carue de tere a la quele meme lavoweson est apendant: e par la ow yl dit ky Maugus son auncestre presenta un son clerk Willem par nun &c. nus vus dioms ki celi Willem fut presente par nus, e a nostre presentement rescu e institut de Eveske, e nent par Maugus, prest &c. E lautre le revers. Ideo &c. A.D. 1294.

[1] MS. adds *e Morkin.*

A.D. 1294. Replegiari. Aleyn de Moygne complained that William had tortiously taken his beasts. — *Warwick* avowed the taking good on Stephen the son of Lucas his tenant, for that the said Lucas held of him by homage and by the service of one half-penny by the year; and for that, after the death of his tenant Lucas, homage and fealty and three years arrears of the said half-penny were in arrear, he made a good distress &c.— *Middeltone.* Sir, he avows this taking for three things viz. for homage and fealty and service: now as to the service of one half-penny, we tell you that he can not avow anything on Stephen the son of Lucas, nor can he estrange us; for the reason that the said Lucas who was his tenant of that land enfeoffed us of half a rood of the land which he held of him, we being to do the services to the chief lord of the fee; and he, after the feoffment made by his tenant Lucas and in Lucas's life, did, as chief lord of the fee and on the assignment of his tenant Lucas, receive the service of that half-penny by our hand, and he was seised at our hand; and we pray judgment if on any other he can avow a distress. And as to the fealty, it seems to us that the fealty follows the services, and we are and have always been ready to do it; and it is no one's fault but his that the fealty is in arrear. And as to the homage, we tell you that the said Lucas his tenant held of him fifteen acres of land and half a rood which we purchased of Lucas on the terms aforesaid, by the homage and the services aforesaid; and that he purchased from Lucas the fifteen acres which, together with the half rood which we hold, were bound to him with that homage and service aforesaid; and inasmuch as the homage was only for the entire tenement whilst it was in the hands of his tenant Lucas, it seems to us that the said homage ought to be extinguished in his hands; and we pray judgment if in respect of that half rood he can demand the homage

§ Aleyn de Moygne se pleint ki Willem de Berle atort prit ces avers.—*Warwyké* avowa la prise bone sor un Estevene le fyz Lucas sun tenaunt, por coe ky celi Lucas tint de ly par homage e par service de un mayle par an, e por coe ky, apres la mort Lucas sun tenaunt, homage e feaute e les arerages de cele mayle par treis aunz ly fut arere, si fit yl la destresse bone &c.—*Middeltone.* Sire, yl avowe cete prise por treis choses, nomement por homage faute e service: dunt al service de la mayle, nus vus dium ki sor cely Estevene le fyz Lucas ne put yl ren avower ne nus estranger; par la reson ke celi Lucas, ki fut son tenant de cele tere, nus feffa de une demy rode de tere de coe kil tynt de ly, e a fere les services au chef seynur de fee, issi kil, apres le feffment Lucas sun tenaunt e en la vie Lucas, rescut le service de cele mayle par my nostre meyn cum chef seynur par le assingnement Lucas sun tenaunt, e seysi par my nostre meyn: e demaundom Jugement si sour autre puse nule destresse avower. E qant a la feaute, yl nus semble ky la feaute git sour les services dunt nus sumes prest a fere e tous jours avoms este; e coe nest fors sa defaute ki la feute est arere. E qant al homage, nus vus diums ky celi Lucas son tenaunt tint de ly .xv. acres de tere, e demy rode quele nus porchasames de Lucas en la forme avant dite, par le homage e les services avantdiz; isint kil purchasa le .xv. acres de tere de Lucas ki furent obligez a ly en cel homage e en le service avantdit ensemblement oue cele demyrode ki nus avoms; e desicom le homage ne fut fors del enter tenement tant cum yl fut en la meyn Lucas sun tenaunt, dunt yl nus semble ki cel homage deit estre amorti en sa meyn; e demaundom Jugement si de cele demyrode soule puse le homage enterement de-

A.D. 1294. Replegiare.

A.D. 1294. wholly, inasmuch as that one homage is due only for the entire tenement.—*Warwick.* Sir, we have avowed the taking good on our tenant, to whom he is an entire stranger. On the other hand, nothing makes a tenant except homage and fealty; and he can not say that we have received his homage or his fealty by the assignment of Lucas our tenant: and we pray judgment.—METINGHAM. Did you in the lifetime of Lucas receive that service at his hands on the assignment of your tenant Lucas, or not?—*Warwick.* Let them say that we received that service at their hand as by the hand of our tenant: they must say that, if they wish to make themselves privy to us; or they must say that we have received their homage or their fealty, if they cannot be aided by the Statute, and that the alienation was made after the Statute, and that the feoffee held of the chief lord. But he can not be aided either by the Statute or by what was common law before the Statute; and we pray judgment. And as to the homage, we tell you that it is lawful for the lord to distrein for his service in the smallest rood within the fee: and he is a stranger to our avowry; and we pray judgment.—*Middeltone* prayed judgment as before.—The judgment was that he could not distrein on that half rood for the homage due in respect of the entire tenement; for the reason that he himself was the holder of fifteen acres of the same tenement, in respect of which fifteen acres and half rood that homage as an entire thing ought &c.

Replegiari. § One Alice complained of the Prior of Lincoln that he had tortiously taken a horse belonging to her, &c.—*Heyham* (for the Prior). We avow the taking good; for the reason that this same Alice had cut trees in the wood of the said Prior and had laden a cart with faggots; and so for damage fesant we avow &c.—*Inge.* Sir, he can not get to that avowry;

maunder, desicom cel un homage ne est du for ky del enter tenement.—*Warwyke.* Sire, nus avoms avowe la prise bone sor nostre tenaunt, a ky yl est tot estrange: de autre part, ren ne fet tenaunt for ky homage e feaute; ne yl ne put dire ky nus avum rescu sun homage ne la feaute par lasingnement Lucas nostre tenaunt: e demaundom Jugement.—METINGHAM. Recutez vus cel service par my sa meyn par lasingnement Lucas vostre tenaunt en la vye Lucas ou nun?—*Warwyke.* Dient eus ki nus recumes cel service par my lur meyn cum par my la meyn nostre tenaunt: ky coe covent kil dient, sy il le voylent fere prive a nus; ow ky dient ky nus avum rescu lur homage ow lur feute si yl ne pusent estre eyde par statut,[1] issi ki le alyenaciun fut fet pus lestatuts, e ki le feffez tindrent de chef seynur; mes yl ne put estre eide par le statut ne par le comune ley avant le statut; e demaundom Jugement. E qant al homage, nus vus dioms ky ben lit au seynur pur destreindre pur sun service en la meyndre rode de sun fee; e yl est estrange a nostre avowerie; e demaundom Jugement.—*Middeltone* demaunda Jugement cum avant.—Judicium quod non potuit distringere pro homagio debito de integro in illa dimidia roda, eo quod ipse tenens fuit de .xv. acris ejusdem tenure, de quibus .xv. acris et dimidia roda illud homagium integre debeatur &c. A.D. 1294.

§ Une Alice se pleynt del Prior de Lincolln ki atort avoit pris un seu chival &c.—*Heyham* (por le Prior). Nus avowum la prise bone; par la resone ky meme cete Alice avoyt coupe arbres en le boys meme cete Prior, e avoit charge une charette de buche; e issint pur damage fesaunt avowom &c.—*Inge.* Sire, a Replegiare

[1] Quia emptores. 18 Edw. I.

A.D. 1294. for the reason that Robert, the husband of the said Alice, during all his time had in that wood housebote and heybote at his pleasure as appurtenant to his frank-tenement, and that by his endowment this Alice holds as her dower the third part of the manor and of the frank-tenement which was her husband's, and to which frank-tenement housebote and heybote out of that wood are appurtenant; and we pray judgment.—*Heyham.* Sir, we fully admit that her husband had in that wood housebote and heybote for one hearth, as appendant &c.; but we tell you that one Henry, son and heir of her husband, is seised of the estate which his father had in the entirety of that profit; and we pray judgment if we ought now to be charged with two hearths, when of right we ought to be charged with only one hearth. —*Inge.* Sir, we tell you that from time of which memory runs not &c. all the ladies who have been endowed of that manor and of the tenement which we hold have had the housebote and heybote and taken that profit in that wood at their pleasure as appurtenant to their dower; and that we after our husband's death have enjoyed that advantage and that profit; and this we will aver.—*Heyham.* And we will aver that after your husband's death you never cut wood therein without being disturbed.—HERTFORD. Answer to the seisin which has been had and enjoyed from time whereof memory runs not &c.— *Heyham.* Sir, there is no need for that; for thereby this inconvenience would follow, viz. that if the manor descended to ten parceners and each one of them married some great lord, then, whereas we are bound to find housebote and heybote for one hearth only, we should be holden to find housebote and heybote for ten hearths; which would be a great hardship.— METINGHAM. If the parceners would aver that each one of their ancestors, whenever the thing had de-

cet avowerie ne put yl avener; par la reson ky Robert A.D. 1294.
barun meme cete Alice tot sun tens avoit housbote e heibote en ceu boys a sa volunte cum aportinant a sun franc tenement, de ky dowement cete Alice tint en nun de dowere la terce partye du maner e del franc tenement ky fut a son barun, a quel franc tenement hosbote e heybote este apurtenant de cel boys; e demaundom Jugement de cel avowerie. — *Heyham.* Sire, nus grantum ben ky sun barun avoit hosbote e heibote en cel boys a un astre cum apendant &c.; mes nus vus dioms ky un Henri fiz e heyr sun barun est seysi del estat ky sun pere avoit de tot lenter de cel profyt; e demaundom Jugement si nus devum ore estre charge de deus astres la ow nus de dreit ne devuns estre charge ky de uyn astre.—*Inge.* Sire, nus vus dium ky del tens dunt nule memorie ne court totes les dames ki unt este dowe de cel maner e del tenement ky nus tenums unt hu hosbote e heibote, de aver tel prou a lor volunte en cel boys cum aportinant a lur dowere; e nus, apres la mort nostre barun, avum hu cel prou e cel profyt; e coe volum averer.—*Heyham.* E nus volum averer ki apres la mort vostre barun unkes ne coupastes ky ne futes destorbe. — HERTFORD. Responet a la seysine ky ad este hu e use del tenps dunt nule memorie &c.—*Heiham.* Sire, ne bosoyne mye; car de coe ensiwereit un inconvenient; ky si le maner fut decendu a .x. parceners, e chekun de eles fut espose a uyn grant seynor, par le ow nus fumes tenus a trover hosbote e heibote a uyn astre si seriom nus tenuz a trover a .x. astres, ky sereit grant duresce.—METIGGHAM. Si les parceners voleint averer ky lur auncestre, qant la chose fut decheue en parce-

A.D. 1294. scended to parceners, had used to take it at his or her will and from time whereof memory runs not, why should they not be received to that averment? so in the present case.—*Heyham.* The case you put is not similar; for in that case of parcenary they may claim through the blood and by heritable descent; but one woman can not claim through another woman who held in dower; so the cases are not similar.—HERTFORD. If she had been seised of that profit for ten years, think you that if she were disturbed she would not have the Novel Disseisin? she certainly would: and since she would have recovery on her own seisin for so brief a time, why ought she not to be received to aver the estate which all the ladies endowed of that tenement have had and used from time whereof &c.? On the other hand, if she by this taking should be ousted of that estate which she claims, and if this taking should by judgment be awarded good and rightful, by what way would she recover the estate which the ladies have had and used from time whereof &c? We do not see by what way she would recover: and since, if this taking were to be adjudged good &c. she would be for ever barred of her recovery, we think that the averment of so long time is receivable.—*Heyham.* Sir, a woman who holds in dower can not demand any thing as dower on a higher estate than the estate of her husband or her own seisin; but her husband never had housebote or heybote except for one hearth, of which housebote &c. Henry his son and heir is solely seised: wherefore we do not think that she can by reason of her dower claim the estate which her husband had, unless it be on her own seisin.—*Inge.* Sir, we will aver that all the ladies from time whereof &c. —HERTFORD. Will you accept the averment?—*Heyham.* If you decide that she can claim at her pleasure by reason of her dower on a higher estate than the estate of her husband, we will answer.—HERTFORD. Receive

nerye, ky chekun de eus soleit prendre a sa volunte e A.D. 1294.
del tenps dunt nule memorie ne court, por ky ne sereit yl recu a cel averement? ausi par de sa.—*Heyham.* Coe ne est pas semblable; kar en cel cas de parcenerie point yl clamer par my le sanke e par decente de heritage; mes femme ne poet nent clamer apres autre femme ky tint en dowere; par quey les cas ne sunt mye semblables.—HERTFORD. Si ele ut este seysie de cel profit .x. aunz, quidet vus ki si ele fut destorbe ki ele ne avereit mey la disseysine? certes si avereit: e de pus ki ele avereit son recovereir de sa seysine demeine de si bref tens, por qy ne deit ele estre rescu del estat ki totes les dames dowes de cel tenement unt hu e use del tens dunt &c.? De autre part, si ele par cete prise fut oste de cel estat ke ele cleyme aver, e ky cete prise fut agarde bone e dreiturele par Jugement, par quele voye recovereit ele cel estat ky les dames unt hu e use del tens dunt nule &c.? nus ne veoms nent par quele voye recovereit ele: e de pus ky ele sereit barre de son recoverer a tous jours si cete prise fut agarde bone &c., nus entendum ki cel averement de si long tens seyt resevable.—*Heiham.* Sire, femme ki tent en dowere ne put nent demaunder en non de dowere de plus haut estat ky del estat sun barun ou de sa seysine demeyne: mes son barun ne avoit unkes hosbote ne heibote fors a un astre, del quel hosbote Henri sun fyz e heir est seysi del enter: par quey nus ne entendum mye qi ele puse par encheson de cel dowere clamer cel estat ki son barun avoit, si yl ne fut de sa seysine demeyne.—*Ingge.* Sire, Nus volum averer ky totes le dames du tens dunt &c. — HERTFORD. Volet le averement?—*Heiham.* Si vus agardet ky ele puse clamer a sa volunte par enchesun de son dowere de plus haut esta ki del estat son barun, nus respondroms. — HERTFORD. Resevet le averement ou par la

A.D. 1294. the averment or go to judgment on that question.—*Heyham.* How can this be law, that, when we are rightfully charged for one hearth, yet if the tenements descend to parceners we are to be charged for ten or a dozen? That would be contrary to law.—HERTFORD. We have not now to do with a case of parcenary; for when parceners claim anything, each one claims as her own right: but the lady here does not so claim; for she does not make the claim as her own right, but only as the right of the heir; so that after the lady's death the heir can claim nothing except for one hearth.—*Heyham.* Then since she claims nothing except for the heir, let her have aid of the heir.—HERTFORD. There is no need for her to have aid of the heir; for she offers to aver seisin from time whereof &c.—*Inge.* We think that she can not be a party to that averment which she offers without him in whom the right is.—METINGHAM. Yes she can. For if one who is tenant in socage die leaving his heir under age, and the chief lord seize the body of the infant in right of wardship, the infant's mother will dereign the wardship out of the hands of the chief lord, not by the right which is in her own person but by the right which is in the infant; and thus she will be a party to try the right of the detinue without him in whom the right reposes: so in the present case.—*Kyngesham.* They have said that all the ladies from time whereof &c. down to the present time have had and used &c. at their pleasure &c. Name one lady who has had and used, and we shall be soon at one.—*Inge.* There is no need to do that; for we have offered the averment that all the ladies endowed of these tenements from time &c. have had and used &c; and you have refused it; and we pray judgment. —METINGHAM. If you wish to maintain what you have said, baptize one of the ladies who has had and used &c.—*Inge.* It seems to us that there is no need to baptize one, since we offer to aver that all the

seet a Jugement.—*Heiham.* Quele ley serreit coe, par la ow nus sumes de dreit charges de un astre, si le tenements fucent descenduz a parceners ky nus serrium charges de .x. ou de .xii.? coe serreit encontre ley.—HERTFORD. Nus ne sumes pas en cas de parcenerye; car la ou parceners cleyment ren, chekun cleyme cum sun dreit demeyne; mes issi ne fet meye la femme; kar ele ne cleyme mey cum sun dreit demeyne for ke le dreit le heir; issi ki apres le deces la femme le heir ne porra ren demaunder for ki a un astre.—*Heiham.* De pus ki ele ne cleyme ren si par le heir nun, eit eide del heir.—HERTFORDE. Yl neyt mye mester ky ele eit eide del heir; ke ele veut averer la seysine del tens dunt &c.—*Ingge.* Nus ne entendom mye ky ele puce estre partie a cel averement ke ele tent saunz cely en ky le dreit est.—METINGHAM. Si poet: kar sicum homme tenge en socage e ce lest morir, son fyz denz age, e le chef seinur seise le cors del aunfaunt en nun de garde, la mere lenfant derreinera la garde hors de meyns le chif seinur, e nun pas par le dreit ki est en sa persone demeyne mes par le dreit ki est en lenfant; e issi serra ele partie a detrier le dreit de la detenaunce saunz cely en ky le dreit repose; ausi par de sca.—*Kyng'.* Yl unt dit ki tote les dames ky unt este deke en sa del tens &c. unt hu e use &c. a lur volunte &c. Nomet une dame ky eit hu e use, e nus serrum tost a uyn.—*Ingge.* Ne est mye mester; kar nus avum tendu la averement ky totes le dames dowes de ces tenements del tenps &c. unt hu e use; e vus le avet refuse; demaundom Jugement.—METINGHAM. Si vus volet meyntener coe ky vus avet dit, baptizet quele dame ad hu e use.—*Ingge.* Yl nus semble kil nest pas mester a baptizer, del houre ki nus volums averer ki totes les A.D. 1294.

A.D. 1294. ladies &c.—METINGHAM. Even if it be, as you say, that one Alice has had the estovers at her pleasure, and we should find by the Inquest that this Alice never had any thing, but that another person had,—yet thereby the lady will not lose the estate which she claims, but will recover by judgment: therefore we tell you that you must give a name.—*Inge.* Sir, we tell you that the wife of one Baldwin our grandfather had and used &c., and also the other ladies before her from time whereof &c., and that she herself after the death of her husband was seised of two carts [loads] &c.; and this we will aver.—*Heyham.* We tell you that neither your father's nor your grandfather's nor your great-grandfather's wife have ever since the time of King Richard had these estovers; and this we will aver. And as to her own seisin, we tell you that she was never seised except by stealth; and that as soon as she was found [cutting] she was disturbed and turned out; and this we will aver.—And so they went down to the Inquest. —So let a jury be &c.

Note. § Note *per* HERTFORD. A quit-claim does not give an action, nor is it a title of right; but it is a bar by way of exception.

Note. § Note the difference between a "præcipe quod "reddat" and a "præcipe quod non permittat": the former supposes [right to] the soil, and the latter supposes common of pasture in another's soil.

Note. § Note that, if a woman demands dower or any other thing which she ought to have of right, and her own deed is put forward against her to bar her of her action, and she make replication and say that she was then under coverture, and the defendant can aver that no one knew that he was her husband, and that

dames &c. — METINGHAM. Tot seit yl issint ky vus diez coe ke une Alice avoit estovers e coe a sa volunte, e nus trovoms par enqueste ki cete Alice ne avoit unkes ren, mes un autre avoit, partant ne perdra mye la femme lestat ky ele cleyme, eynz recovera par Jugement; par quey nus vus dioms ky vus baptizet. — *Ingge.* Sire, nus vus dium ky la femme uyn Baudewyn nostre ael avoit e usa, e autres dames devant ly del tens dunt &c., e ele meyme pus la mort sun barun fut seysie de deus charettes &c. e coe volums averer.— *Heyham.* Nus vus dium ky la femme vostre pere ne vostre ael ne vostre besael unkes pus le tens le Roy Ricard cel estovers ne aveint; e coe volums averer. E qant a sa seysine demeyne nus vus dium ky ele ne fut unkes seysie for cum par emblure; e ausi tost cum ele fut trove si fut ele destorbe e degage; e coe volum averer:—e issi decendirent a lenqueste.—Ideo capiatur jurata &c. A.D. 1294.

§ Nota, par HERTFORD. Quiteclamaunce ne doune pas acciun, ne nest pas title de dreit; mes est barre par voye de excepcion. Nota.

§ Nota deference par entre præcipe quod reddat et præcipe quod permittat:[1] præcipe quod reddat suppose le soyl, e præcipe quod permittat suppose comune pasture en autri soyl. Nota.

§ Nota, si femme demaunde dowere ow autre chose ky ele dut aver de dreit, e home boute encontre ly sun fet demeyne de ly forbarrer de acciun, e ele face replicaciun e die ki ele fut adonke coverte de barun, e le defendant puse averer ki nul home savoit cely Nota.

[1] MS. non permittat.

A.D. 1294. he was not acknowledged as her husband, it is sufficient for the defendant.

Note. § Note that, in a plea of Dower if he against whom the writ is brought can aver that before and since the purchase of the writ he was ready to yield up the dower, he will be quit of damages.

Writ of Right. § Alice de C. brought a writ of Right against the Abbat of B., and counted of her own seisin as of fee and of right &c.—*The Abbat* said that on this writ she ought not to be answered; for the reason that the said Alice brought an assise of Novel Disseisin before Sir Thomas de W[eyland] and his companions, when it was found by the Assise that she was never seised in such wise that she could be disseised, because the land was held in vileinage of the Abbat; so we pray judgment if, inasmuch as it was found by the Assise that she was never seised &c., she can demand on her own seisin.—*Kingesham.* Sir, the assise may be upset by an Attaint; but a writ of Right is of a higher nature than is an Attaint; so we pray judgment &c.—*Heyham.* Sir, the case put is not similar; for in an Attaint you mention the verdict of the Assise; and if the Assise be attainted on that verdict, the Attaint will give you a freehold, and all that was done in the Assise will be upset; and for that end was the Attaint provided: but in this writ of Right you make mention neither of the verdict by the Assise nor of the judgment, &c.—BEKINGHAM. If she can not recover by this writ, give her another writ.—*Heyham.* Sir, by rule of law it is an Attaint, and so the falsehood of the Assise can be shewn.—BEKINGHAM. The writ of Right is of a higher nature than is the Attaint or any other writ, because by this writ one demands the fee and the right and the freehold, and it is to be tried by battel or the Great Assise; but the

estre sun barun ne por son barun fut conu, suffit por le defendaunt. A.D. 1294.

§ Nota, en play de dowere si cely sor ky le bref vent puse averer ki avant le bref e pus le bref purchace prest fu de rendre le dowere, quites seit de damage. Nota.

§ Alice de C. porta bref de dreit ver le Abbe de B. e conta de sa seysine demeyne cum de fee e de dreit &c. —*Le Abbe* dit ky a cete bref ne deit ele estre respondue; par la resone ki meme cete Alis porta la novele disseysine devant Sire Thomas de W. e ces compainounz, e par lassise fut ateint ky ele ne fut unkes seysie par unt kele pout estre &c., par la reson ky la tere fut le vileynage le Abbe; dunt nus demaundom Jugement, desicom fut ateint par lassise ki ele ne fut unkes seysie, si ele puse demaunder de sa seysine demeyne.—*Kinge*^{9}. Sire, lassise pora estre defete par ateinte; mes bref de dreit est plus haut ke neit ateynte; dunt demaundom Jugement &c.—*Heyham*. Sire, nest pas semblable; ky en leteynte si fetes vus mensiun del verdit del assise; del quel verdit si lassise seit ateynte, lateynte vus dorra franc tenement, e tant cum fut fet par lassise serra defet; e de coe atyndre fut le ateynte porvew: mes en cete bref de dreit vus ne fetes menciun de verdit de lassise ne de Jugement &c. —BEKYNHAM. Si ele ne poet aver recoverir par cete bref donet ly autre bref.—*Heiham*. Sire, par ordre de ley le ateynte, e issint poit home ateyndre la faucine de lassise.— BEKYNHAM. Bref de dreit est plus haut ke ne seit ateynte ow akun autre bref, pur coe ky par cete bref lem demaunde fee e dreit e franc tenement, e veut estre trie par bataile ou par grant assise; mes lateynte neit fors de franc tenement Bref de Dreit.

A.D. 1294. Attaint is only touching the freehold or a thing appurtenant to the freehold: so that the law wills that she is to be answered in a writ of Right rather than in an Attaint. — *Gislingham.* She brings a writ of Right, and she says that it is her right, and whereof she was seised in her demesne &c.; but it was found in the King's Court which bears record that she was never seised &c.; so it clearly follows that she was never seised in her demesne as of fee and of right; and it can not accrue to any one without seisin; but her seisin is negatived; so we pray judgment &c. —*Saham.* In which are we to put trust, in ancient opinions and in the Justices who were before us and from whom we learned the law, or in your modern notions? I think in the ancient opinions: and we have learned from the Justices that no recognition by an Assise or by an Attaint or by an Inquest forecloses or bars one from a writ of Right: for though all other writs fail me, yet I can resort to a writ of Right. — *Gosefeld.* Sir, judgments given in the King's Court will never be held as given in vain, but shall be taken as stable: and before the Justices it was found by the Assise that she was never seised; and thereupon judgment was given; then that judgment shall stand.—*Saham.* She wills to upset the Assise by order of law, that is to say by battel or by the Great Assise.—*Gosefeld.* She can not do so; because in this writ she does not make mention either of the verdict of the Assise or of the judgment. — *Inge.* We have counted against them on our own seisin as of fee and of right, and have offered suit and proof; and they do not deny it; judgment of them as undefended.— *Heyham* said, We do not insist on this matter for the purpose of worrying the Court, but because we have heretofore seen it so decided in this Court. — And afterwards, for the pleasure of the Justices, they denied outright the right of Alice and her own seisin,

ow de chose apurchace a franc tenement: dunt ley voit A.D. 1294.
ky ele seyt plus tost respondue a un bref de dreit ky a une atteynte.—*Gislingham.* Ele porte un bref de dreit, e dit ki coe est son dreit, e dunt ele meyme fut seysie en sun demeyne &c.; mes ateint est en la court le Roy ky porte record ke ele ne fut unkes seysie; dunt yl ensiwit ben ky ele ne fut unkes seysie en sun demeyne cum de fee e de dreit; e ne poet acrestre a nuly saunz seysine; mes la seysine est defete; dunt demaundom Jugement &c.—*Saham.* Ow devums crere les auncienes opiniouns e le Justices ki furunt devant nus a de ky nus apreimus la ley, ow vos noveles opinions? joe crey ky les aunciens opinions: e nus avum apris de Justices ki nule reconisaunce de assise ne de atteynte ne de enqueste ne forclot ne forbarre home de bref de dreit: ki kant tous brefs me faylent, si pus aler a bref de dreit.—*Gosefeld.* Sire, les Jugements dones en la court le Roy ne serrunt meye tenus pur enveyns, eyns serrunt pur estables; e devant Justices fut ateynt par lassise ke ele ne fut unkes seysie; e sor coe Jugement done; dunt tel Jugement serra estable.—*Saham.* Yl veut defere lassise par ley, coe est a saver par batayle ow grant assise.—*Gosefeld.* Coe ne put yl mye; pur coe kil ne fet menciun del verdit del assise ne de Jugement en cete bref.—*Ingge.* Nus avum conte ver eus de nostre seysine demeyne cum de fee e de dreit, e avum tendu seute e dreyne; e yl ne dedient pas: Jugement cum de nun defendu.—*Heiham* dit nus ne meyntenum nent cete chose pur rioter la court, mes pur coe ki nus le avum vew agarde en cete court avant ces houres.—E pus, pur le pleer les Justices, yl defendirent le dreit Alice e sa seysine demeyne

A.D. 1294. as of fee and of right, and put themselves on the Great Assise of our Lord the King &c.

Note. § Note that, in a writ of Right of Wardship it is a sufficient answer as to the possession to say that he who demands the Wardship or his ancestors were not ever seised of the service, *e. g.* homage or escuage, by the hands of him whom he states to have been his tenant or the tenant of his ancestors.

Assignment. § One A. came into Court and granted a rent of one hundred shillings, which one B. owed him for two carucates of land &c., to one William. — B. was summoned to state by what services he held those tenements. — B. said that it was by the service of one hundred shillings after the expiration of a term of fourteen years, on condition that he would cause him to have one acre of land and six acres of pasture which a certain C. held for a term of years, after that term, and which term was ended.—*Warwick.* He admits that he held of A. by these services; let him attorn to us. —*Heyham.* We admit it under the condition, viz. that you cause us to have the land and the meadow; and after we are seised thereof we will with pleasure attorn. —*Warwick.* You have your recovery by writ of Covenant against Adam; so you ought to attorn to us. —METINGHAM. Did C. the termor attorn to you or not? — *Asseby.* No, Sir. — METINGHAM. Who took his fealty? For if you were seised of his fealty, why did you not enter after the term? — And he afterwards adjudged that he (B.) should attorn to William for the services; because he could have his recovery of the land and meadow against Adam by writ of Covenant.

Reception of beasts. § One Robert brought the Replegiari against one David, and said that he had tortiously taken his beasts; and, pending the plea, the said David retook the beasts

tot outre cum de fee e de dreit, e se mitrent en la grant assise nostre seynur le Roy &c. A.D. 1294.

Nota, ki en bref dreit de garde suffit a respondre en la possessiun a dire ky cely ky demaunde la garde ou ces auncestres ne furent unkes seysi de service, cum del homage e escuage, par my la mayn cely ky dit ky fut son tenant ou ces auncestres. Nota.

§ Uyn A. vynt en court e granta .c. souz de rente les ques un B. ly devoyt de deus carues de tere &c. a un Willem. — B. fut somons a conustre par quey service yl clama tener ces tenements. *B.* dit par les services de .c. souz apres le terme de .xiiij. auns, par condiciun ke yl ly ferreit aver un acre de tere e .vi. acres de pre les ques un C. teynt a terme dez aunz, apres le terme, le quel terme est fyny.—*Warwyke.* Yl conust kyl tint de A. par ces services; atornat a nus. —*Heiham.* Nus conisom par condiciun, issint ky vus nus facet aver la tere e le pre; e apres coe ky nus seyoums seysi, volunters nus atorneroms. — *Warwyke.* Vus avet vostre recoverir par bref de covenant ver Adam; par qy vus devet atorner a nus.—METYNGHAM. Retorna C. le termer a vus ow nun? — *Assby.* Sire, nanyl. — METYNGHAM. Ky prit sa feaute? kar si vus futes seysi de sa feute, ki ne uset entre apres le terme. —E pus agarda kil atornast a Willem de ses service; por coe kil poet aver sun recoverir de la tere e del pre vers Adam par bref de covenant. Assignement de rente.

§ Uyn Robert porta le replegiare ver un David, e dit ky atort avoit pris ces avers; e pendant le play meme cely David reprit les bestes cum avant, e as- Reprise de avers.

A.D. 1294. as before, and assigned the same cause as before; Robert however was not his very tenant, but held of him through a mesne, to-wit one John; so the said John joined with Robert in the plea: and Robert brought the Reception against David, and counted against him. —*Warwick.* He ought not to be answered; for the reason that the taking which we made was made for services in arrear to us, and whereof we were seised at the hand of John as at the hand of our very tenant. —And a writ of Reception ought to have in it at least three things; the first taking and between the same persons, and for the same cause, and the distress made in the same fee as before: but in the taking (i.e. the Replevin) we avowed the taking good on one John our tenant; to which plea you were not a party: and we pray judgment. —*Mutford.* We were party in the plea; and this I will prove to you: the Replegiari is an original writ, and the Recaption is a judicial writ which issues from Rolls of the Justices before whom the Replevin was pleaded; but a judicial writ issues only at the suit of one who was party in the original; and at our suit did the Recaption issue: wherefore it appears that we were party in the original; and we will aver that you took our beasts for the same cause as before; and we pray judgment. —*Warwick.* In the Replevin, the party to our plea was John, on whom we made our avowry as on our tenant for services which were in arrear to us; so if any one ought to bring the Recaption it should be John and not you; and we pray judgment if you who are an entire stranger can complain of the retaking.—*Spigurnel.* Our beasts were first taken and at our suit were delivered, and ours were the beasts which were retaken for the same cause as before; and we pray judgment. — METINGHAM. The beasts taken at the beginning belonged to Robert, and likewise those which were retaken the second time; so the damages for the beasts taken belonged to him;

singna meme lencheson com avant; mes Robert ne A.D. 1294.
fut mye son verroy tenant, mes tynt de ly par meen, saver par un Jon; dunt meyme cely Jon se est joynt oue Robert en play; par quey Robert porta le resprice ver David e conta ver ly.—*Warwyke.* Yl ne deit estre respondu; par la resone qy la prise ky nus feymes si fut fet por service ki arere nus sount, e dunt nus fumes seysi par my la meyn Jon cum par my la meyn nostre verrei tenant. E bref de resprise si deit aver en sey treis choses au meyns; la primere prise e entre memes les persones, e par meyme lencheson, e ki la destresse fut fete en meme le fee com avant; mes en la prise si avowm la prise bone sour un Jon nostre tenant, a quel play vus ne futes nent partye; e demaundom Jugement.—*Mutford.* Nus sumes partye en la prise; e coe joe vus mostre; ki le replegiare est un bref original, e la reprise est un bref de Jugement ki hist hors de roules des Justices devant ques la prise est plede; mes bref de Jugement nest for ky a la seute cely ky est partye en le original, e a nostre seute est la reprise yssue; dunt apert ki nus sumes partye en le original; e nus volum averer ky vus preytes nos bestes por meme lencheson cum avant; e demaundom Jugement.—*Warwyke.* En la prise fut Jon partie a nostre plee, sor ky nus feymes nostre avowerie com sor nostre tenant por service ky arere nus fu; e par my sa meyn demeyne fumes seisi; dunt si nul home dut porter la reprise si dut Jon porter, e nent vus; e demaundom Jugement si vus ky estes tot estrange puset de reprise pleyndre.—*Spigornel.* Nos bestes furent primes prises e a nostre sute deliverez, e les nus furent les bestes ky furent reprices por meme lencheson com avant; e demaundom Jugement.—METINGHAM. Les bestes prises au commencement furent a Robert, la secunde fez reprise ausi; dunt le damage ke yly out por les bestes prices si fut a ly; e desi-

A.D. 1294. and inasmuch as he offers to aver that you took and retook his beasts and for the same cause, it suffices: plead over.—*Warwick.* We avow the taking last made for two hens which are in arrear to us, and whereof we were seised at the hands of one Alice; and we pray judgment.—METINGHAM. If John de Mutford holds of me as my very tenant, and I find Spigornel's beasts in my fee and distrein them, and at the suit of Spigornel they are delivered, and pending the plea between us (although I rightly should have a distress) I again take Spigornel's beasts and assign the same cause as before, —if he deliver them by the Recaption and will aver that the retaking was for the same cause, why is he not receivable thereto?—*Mutford.* Blessed is the womb that bare thee. — *Warwick.* We will not counterplead your judgment.—And then he traversed, saying Not for the same cause. — And the other side said the contrary.

Note. § Note that, if a writing be denied, and it ought to be averred, it must be averred by the witnesses named in the writing together with others; and any thing contained in the writing can not by any exception of the parties be removed; and if any witness named in the writing make default at the day for the averment, the averment shall not pass &c.

Wardship tried by priority. § Sir Robert de Tatteshale and Joan his wife brought a writ of Wardship against one Isabel and said that tortiously she deforced them of the wardship of William son and heir of W. de Lassels[1] for the reason that he held &c.—Isabel answered that she held that wardship of Dame Agnes de Vescy at her will on account of the tenderness of the non-age of the infant;

[1] See the name p. 443 post. The name is given in full in the report of the case in the L. Inn MS.

com yl veut averer ky vus preytes e repreytes ces bestes e por meme lencheson, si suffit yl : dites outre.— *Warwyke.* Nus avowum la prise ki nus feymes dereyne por les services de deus gelynes ky arere nus sunt, dunt nus fumes seysi par mey la mayn une Alice ; e demaundom Jugement. — METINGHAM. Si Jon de Motford tent de moy cum mun verroy tenant, e joe trove le bestes Spigornel en mun fee e face le destresse, e a la sute Spigornel sunt deliverez, e pendant le play entre nus, coment ki a dreit averas destresse, joy prenke les bestes meme cely Spigornel e assingne meme lencheson com avant, si yl les delivere par la reprise e voyle averer ky por meme lencheson com avant, por quey ne est yl recevable ?—*Mutford.* Beatus venter qui te portavit.—*Warwyke.* Nus ne volum mye contrepleder vos Jugements :—e pus traversa, nent pur meme lencheson.—Et alii e contra. A.D. 1294.

§ Nota, ky si une lettre seit dedite, e ele deyve estre avere, e yl covent ky ele seit avere par les temoynes contenuz en meme la lettre ensemblement ow autres ; e nul contenu en la lettre par nul excepcion des partyes ne put estre remue ; e si akun temoyne en la lettre contenu face defaute au jor del averement, le averement ne passera mye &c. Nota.

§ Sire Robert de Tatteshale e Jone sa femme porterent bref de garde ver une Isabele e dit ki atort ly deforce la garde Willem fyz e heir W. de C. par la resone kil tint &c.—*Isabele* respont ky ele tint cele garde de dame Anneys de Veycy a sa volunte por la tendresce del nun age lenfaunt ; issi ky si la court Garde trie par priorite.

A.D. 1294. to which Agnes the infant's services were assigned for her dower; and if the Court adjudge that I ought to answer, I will willingly do so.—It was adjudged that a writ should issue to cause the executors to come, and also William de Vescy, whose heritage it was. And the executors had only a chattel interest, and consequently could not give an answer in the Right; whereupon Sir William de Vescy came forward and said that the wardship belonged to him; for the reason that William de Lassels, grandfather of this present William, held of this William de Vescy, grandfather of the present William (de Vescy) by knight's service, and was in ward to him, and William, father of this [William de Lassels] held of John de Vescy, brother of Sir William, and died in homage to him; and (said he) we pray judgment if the wardship do not belong to us.—*Heiham.* It can not be denied that William his grandfather held part of his lands of William de Vescy your grandfather, and was in ward to him; but we tell you that he held a part of his lands of Robert de Tattershale by knight's service; and the same William the grandfather enfeoffed William his younger son, by whose death you claim the wardship, of all these tenements, to hold of the chief lord by the services due for the tenements; and we tell you that he was first enfeoffed to hold by knight's service; and as the Statute reserves the marriage to the lord by whom the tenant's ancestors were first enfeoffed to hold by knight's service, we pray judgment.—*Louther.* And we pray judgment, inasmuch as they have admitted that William de Lassels (grandfather of the present William) held of William de Vescy, and was in ward to him, and enfeoffed his son William to hold of the chief lord of the fee by the services due in respect of the tenement, whereby he was in the same state as his father William was, and we were seised of his homage, and inasmuch as we will aver that our ancestor had the wardship by

agarde ke joe deyve lenfaunt respondre, volunters le fray, ky services ly furent assignes en nun de dowere. Fut agarde ky bref issit de fere vener les executors, e de fere vener Willem de Veyscy ki heritage coe fut; e les exequitors ne aveint ki chatel, par quey yl [ne] poient respons doner en le dreit; par quey Sire Willem tendy e dit ky la garde a li apendoyt, par la resone ky Willem de Celes, ael cete Willem, tynt de ceti Willem de Veycy, ael cete Willem, par service de chivaler, e fu en sa garde; e Willem pere cete tynt de Jon de Vescy, frere Sire Willem, e morut en sun homage; e demaundom Jugements si la garde a nus ne apent.—*Heiham.* Ne put estre dedit ky Willem sun ael ne tynt partye de ces teres de Willem de Veyscy vostre ael, e fu en sa garde; mes nus vus dium kyl tynt partye de ces teres de Robert de Tatteshale par service de chivaler; e meme cely Willem le ael enfeffa Willem sun fyz puyne, par qy mort vus clamet la garde, de toz ces tenements, a tener de chef seynurage par le service deus du tenement; e vus dium kyl fut primes feffe a tener par service de chivaler; sicom lestatut[1] reserve le mariage au seynur de ki les auncestres le tenant furent primes feffez a tener par fee de chevaler, e demaundom Jugement.—*Louther.* E nus Jugement, desicom yl unt conu ky Willem de Celes, le ael cete Willem, tynt de Willem de Veysy, e fu en sa garde, e feffa Willam son fyz a tener de chef seynurage de fee par les services deus du tenement, par quey yl fut en meme lestat ky Willem son pere fu, e nus seysi de sun homage, e desicom nus volum averer ky nostre auncestre avoit la garde par prio- A.D. 1294.

[1] 13 Edw. I. (Westm. 2.) Cap. 16.

A.D. 1294. priority [of feoffment], judgment if the wardship ought not to belong to us.—*Heiham.* He can not have the marriage on the account that he was enfeoffed to hold by the services due in respect of the tenement; for the reason that it is not a service, but a profit appendant to a service, and which is reserved to him by whom he was first enfeoffed; and this we will aver: and we pray judgment on the Statute.—HERTFORD. The Statute does not enure for you or for him; for the reason that the Statute operates only when the tenant is enfeoffed by the lord; but the ancestor of this infant, was not enfeoffed by Sir William de Vescy or by Robert: wherefore the Statute does not enure for you.—*Hertpol.* If this feoffment had been made to Geoffrey, it is clear that Sir Robert would have had the wardship; and I will prove to you that he is as much a stranger as Geoffrey; for the reason that if he had been impleaded he might have vouched his elder brother, just as a stranger; wherefore we pray judgment if the wardship do not belong to Sir Robert.—And thus the matter stood over for more than a year; and then the parties came to plead.—*Gosefeld.* We pray judgment, inasmuch as William his grandfather was in ward to us by priority of feoffment and as he has the estate of his grandfather, if the wardship belongs not to us. —*Heiham.* And we pray judgment, inasmuch as the infant's father was a purchaser and was enfeoffed by his father, i.e. the infant's grandfather, and was first enfeoffed to hold of us and was afterwards enfeoffed to hold of you, if the wardship belongs not to us by priority.—*Gosefeld.* We can not deny that he was first enfeoffed to hold of you; but we were first seised of his services; and we pray judgment.—METINGHAM. Even though you were first seised of his services it does not follow that you will have the wardship: for suppose that I hold one carucate of land of you and another of Nicolas de Warwick by knight's service, and that you are in

rite, Jugement si la garde a nus ne deyve apender. A.D. 1294
—*Heiham.* Par tant kil fut feffe a tener par les services deus du tenement ne pet yl aver le mariage; par la resone ky coe nest pas service, eynz est un aprowement apendant de service e qe est reserve a celi de ki yl fut primes feffe; e coe volum averer: e demaundom Jugement par lestatut. — HERTFORD. Lestatut ne eure ne por vus ne por ly; par la resone ky lestatut ne lye for ke en cas ou le tenant est feffe par le seynur: mes le auncestre cete enfante ne fut mye feffe par Sire Willem de Vescy ne par Robert; par quey lestatut ne oure nent por vus.—*Hertepol.* Si coe feffement ut este fet a Geffrey, constat ky Sire Robert dut aver la garde; e joe vus prefs kil est ausi estrange cum Geffrey, par la resone ki si yl ut este emplede yl poyt aver voche son frere eyne, e issi com estrange; par quey nus demaundom Jugement si la garde ne apent a Sire Robert:—e yssi pendi cete chose plus de un an; e pus vindrent les parties por pleder. —*Gosefeld.* Nus demaundom Jugement, decisom Willem sun ael fut en nostre garde par priorite de feffement e yl ad lestat sun ael, si la garde a nus ne apent.—*Heiham.* E nus Jugement, desicom le pere lenfaunt fut porchacor e feffe de son pere ael lenfaunt, e primes feffe a tener de nus, e pus feffe a tener de vus, si la garde a nus ne apent par priorite.—*Gosefelde.* Nus ne poum dedire kyl ne fut primes feffe a tener de vus; mes nus fumes primes seysi de ces services ki vus; e demaundom Jugement.—METYNGHAM. Tot seit coe ky vus seyez primes seysi de ces services, yl ne ensywt pas ki vus averet la garde; kar joe pos ky joe teyne une carue de tere de vus e une autre de Nicol de Warwyke par service de chivaler, vus estes en estrange

A.D. 1294. a foreign country, and I enfeoff my younger son of that land, which I hold of you, to be holden of the chief lord of the fee by the services due &c., and three or four days afterwards I enfeoff the same son of the carucate of land which I hold of Nicolas,—think you that, although Nicolas be first seised of his services, because you are in a foreign country, if the feoffee die leaving his son under age, Nicolas shall have the wardship? certainly not: just so in the present case. And on the other hand, although William the feoffor, or the grandfather, had a thousand pounds worth of land, he by reason of whose non-age the wardship would be demanded, or his father, would not take to the value of one half-penny, during the life of the feoffor's elder son; so he is a total stranger, so far as regards succession to his father or grandfather during the life of his elder brother. Wherefore it seems to us that the wardship does not belong to you but does belong to Robert and Joan his wife. Moreover we ask if the eldest son of William de Lassels be alive or not.—*Warwick.* That was heretofore admitted during the plea; and we pray judgment if they can now deny it.—METINGHAM. For that it has been admitted that the elder brother is alive, and that William the younger brother, father of the infant, was the purchaser, to hold of the chief lord of the fee, and it is admitted by both sides that he was first enfeoffed to hold of Robert de Tattershale and Joan his wife in right of Joan,—here he rehearsed the process aforesaid, and gave judgment that Robert and Joan should have the wardship of the body and their damages to be taxed by the Justices.

Note. Note from this plea that if one hold divers tenements by knight's service of divers lords, and enfeoff another of the tenements which he purchased or held of the last lord to hold of the chief lord of the fee, and he can not receive the services because he is be-

pays, e joe feffe mun fyz puyne de cele tere ky joe A.D. 1294.
tenk de vus, a tener de chef seynurage du fee par services deues &c., e pus le ters jor ow le quart jour ensuante joe feffe meme cely fyz de cele carue ki joe teynk de Nicole, quidet vus ky tot seyt Nicol primes seysi de ces services, por coe ky vus estes en estrange pays, si cely feffe devye sun fyz de denz age, ky Nicol avera la garde? certes nonyl; ausi de cete part. E de autre part, tot ut Villem le feffor ow le ael myl lyveres de tere, cele de ky nun age la garde est demaunde ou sun pere ne prendreyt a la mountaunce de une mayle vivant le fyz eyne le feffor, dunt yl est tot estrange qant a la successiun sun ael e sun pere vyvant sun frere eyne: par ky yl nus semble ky a vus ne apent pas la garde, eynz fet a Robert e a Jone sa femme. Estre coe nus demaundoms si le fyz eyne Willem de Laceles est en pleyne vye ow nun.—*Warwyke.* Avant coe fut grante enpledant; e demaundom Jugement si ore pusent dedire.—METINGHAM. Por coe ky grante est ky le frere eyne est en pleyne vye, e Willem le frere puyne pere lenfaunt fut purchacor a tener de chef seynurage de fee, e grante est de chekune part ke yl fut primes feffe a tener de Robert de Tatteshale e Jone sa femme com le dreit Jone, e reherca le proces avant dit, e dona pur Jugement ki Robert e Jone eyent la garde del cors, e lur damages par taxaciun des Justices.

Nota, per istud placitum, si un home tent diverse Nota.
tenements par service de chivaler de diverse seynurages e les tenements kyl purchaca ou tynt de le dreyn seynur feffe un autre a tener de chef seynurage de fee, e ky yl ne put receyvre les services por coe kyl est

A.D. 1294. yond sea, and he afterwards enfeoff the same person of another tenement which he holds of another lord by knight's service, to be holden of the chief lord, and he receive the services, this shall not prejudice the lord to hold of whom he was first enfeoffed, so as to prevent him from having by virtue of priority of feoffment the marriage of the feoffee's son if he be under age. Notwithstanding, if the tenements had remained in the hands of the feoffor or his heirs without any feoffment being made, and he had died leaving his son under age, he would not have had the wardship, but the other lord by priority would have had it.

The case was this. William de Vescy's grandfather enfeoffed the infant's great-grandfather to hold by knight's service; and afterwards Robert de Tatteshale and Joan his wife enfeoffed the same great-grandfather of other land to hold by knight's service; the great-grandfather died so enfeoffed, leaving his son under age who was in ward to William, grandfather of this William de Vescy, as lord; and afterwards when he came to his full age, he, *i. e.* the infant's grandfather, enfeoffed his younger son, the infant's father, to hold of Robert and Joan his wife, and soon afterwards enfeoffed him of the lands which he (the grandfather) held of William de Vescy, to hold of William de Vescy and his heirs.

Note. § Note that, A. brought his writ of Ejectment from Wardship against B., by reason of the non-age of the two daughters, and his writ ran thus—"to shew why "when the wardship of the land and of the heir of &c.;" and for that his writ said, "the wardship of the land "and of the heir" and not "of the heirs," and this wardship was the wardship of parceners, judgment was prayed of the variance between his writ and his count; and the writ abated.

dela la mere, e pus yl feffe meme cele de autre tene- A.D. 1294.
ment kyl tent par service de chivaler de autre seynur a tener de chef seynurage, e reseit les services, coe ne serra my prejudiciel au seynur de ky yl estoit primes feffe a tener, kil ne avera le mariage del fyz le feffe si yl seit de denz age, par priorite de feffement. Nekedent si le tenements usunt demore en la meyn le feffor ou ces heyrs saunz feffement fere, e yl ut devye,[1] sun fyz denz age, yl ne ut mye hu la garde, mes lautre seynur par priorite.

Le cas fu ytel: le ael Willem de Vescy feffa le besael lenfant par service de chivaler, e pus apres Robert de Tatteshale e Jone sa femme fefferent meme cely besael de autre tere par service de chivaler; morut le besael issy feffe son fyz de denz age, e fut en la garde Willem ael cete Willem de Vescy com seynor; e pus qant yl vint a sun age, coe est a saver le ael lenfaunt, feffa son fyz puyne pere lenfaunt a tener de Robert e de Jone sa femme, e tost apres feffa meme cely de teres ky yl tynt de Willem de Vescy, a tener de Willem de Vescy e de ces heyrs.

§ Nota, A. porta sun bref de enjettement de Garde Nota.
ver B. pur le nun age de deus fyles, e fut son bref tel —ostensurus quare cum custodia terræ et heredis talis; e pur coe ky son bref dit "custodia terræ et heredis" e ne mye "heredum" e cete garde fut garde par parceners, demaunde fu gugement de la variaunce par entre son bref e son conte; e le bref se abatist.

[1] MS. demye.

A.D. 1294. Voucher. § One A. vouched to warranty one B., by virtue of a lease by his father whose heir he was. — *B.* answered.—We tell you that he is tenant of as much as descended to us; and we tell you that after the death of our father we alienated to one C., and afterwards repurchased, and thus we hold as a stranger purchaser by virtue of our purchase, and not by descent.—*A.* That C. was your mother, and you gave her possession to hold at your will; and so the transaction was a trick; wherefore it seems to us that he is tenant by descent and not by purchase.—*B.* That is tantamount to saying that C. had not a freehold.—*A.* You enfeoffed her by collusion, because you suspected that you would be vouched; and you hold by descent that tenement which descended to you; and we pray judgment.—METINGHAM. If the tenements descended to you from him by virtue of whose deed you are vouched, and you handed them over or made a feoffment of them by collusion, you can not rid yourself of the warranty. — *B.* It was not by collusion, ready &c. — And the other side said the contrary. — But some of the apprentices said that thereby it appeared that had he aliened by collusion before he had been vouched, but had not repurchased, and thus had not been found tenant when he was vouched, he would not have been bound to make recompense in value.

Imprisonment. § One A. brought a writ of Imprisonment against *B.* —*Heiham* (for B.). He ought not to be answered; for he is our vilein. — *A.* A free man and of free condition, ready &c.—*Heiham* said as before.—METINGHAM. He can not give a higher answer in a writ of Neifty. —*Heiham.* We will tell you the truth; his father was our vilein, and held of us in vileinage land in the vill mentioned in his count and where he was taken; and he begot this A., and also one B. his brother of whom we are now seised as of our vilein; and this A. went

§ Un A. vocha a garrantye un B. par le les sun pere ky heir yl est. — *B.* respont, Nus vus dium ke yl est tenant de tant com yl fut decendu; e vus dium ki apres la mort nostre pere nus alienames a un C. e pus repurchasames, e issint sumes en tenaunce com estrange porchacor par nostre purchaz, e nemye par decente.— *A.* Ki cele C. fut vostre mere, e vus ly bailastes a vostre volunte; issint par makement; dut yl nus semble ke yl est tenant par decente e nent par purchaz.— *B.* tant amounte vostre dit ky C. navoit mye franc tenement.—*A.* Ki vus le feffates par collusiun, por coe ky vus dotates estre voche; e vus estes en tenaunce de cel tenement ky vus decendi par decente; e demandom Jugement.—METYNGHAM. Si les tenements vus decendirent par cely par ky fet vus estes voche, e vus le baylastes ow feffastes par collusiun, vus ne poet desavoluper vus de la garantie. — *B.* Nent par collusiun, prest &c.—E lautre le revers. — Mes les uns aprentiz deseint ky par tant apert qe tot ut yl alyene avant coe kil ut este voche par collusiun, e il ne ut mie repurchace, issint kyl ne ut mie este trove tenant al houre ke yl fut voche, yl ne serreit pas tenu de fere a la value. A.D. 1294. Vocher.

§ Un A. porta bref de enprisonement ver B. — *Heiham.* (por B.) Yl ne deit estre respondu kar yl est nostre vyleyn.—*A.* Franc home e nent franc estat prest &c. — *Heiham* com avant. — METYNGHAM. Yl ne pora plus haut respons doner a un bref de neyvete.—*Heiham.* Nus vus dirrum une verite; ky son pere fut nostre vyleyn, e tint tere de nus, en meme la vyle ke yl meyme conte ou yl fut pris, en vilinage, e engendra cely A., e un B. son frere eyne de ky nus sumes huy ceo jor seysi com de nostre vileyn; e cely A. ala hors Enprisonement.

A.D. 1294. out of the limits of the vileinage and afterwards returned, and we found him at his hearth in his own nest, and we took him as our vilein, as every lord may well do; and we pray judgment. — METINGHAM. If my vilein beget a child on my land which is vileinage, and the child so begotten go out of the limits of my land, and six or seven or more years afterwards return to the same land, and I find him in his own nest, at his own hearth, I can take him and tax him as my vilein; for the reason that his return brings him to the same condition as he was in when he went. —*Heiham.* He fell into the pit which he hath digged.— And the plea pends. — And some said that if an Inquest should pass, it should pass to know whether he was or was not seised of him as of his vilein on the day when he went out of the limits of his land.

Cui in vitâ. § A woman brought the Cui in vitâ against a man who made default; his son who was under age came into court and prayed to be received to defend his right, for the reason that the tenements were given to his father and mother and the heirs of their bodies begotten, and by this deed.— [. . .] (for the woman). The tenements were given to his father in fee simple; ready &c.—THE JUSTICES adjudged an Inquest, virtute officii (because the infant could not be a party while he was under age), to know whether the father was enfeoffed in fee-simple or not.

Quid juris clamat. § Note that, where a woman was summoned to shew what right she claimed in ten acres of land, she came and said that she claimed the said land to hold to her and the heirs of her body begotten, and she put forward the deed of the plaintiff which witnessed it.— And the other side said that the said deed was made after the purchase of his writ, and after the concord was drawn up in that Court; by reason whereof it ought

de nostre vilynage e pus revint, e nus li trovames sor son astre en son ny demeyne, e le primes com nostre veleyn, com ben list a chekun seynur; e demaundom Jugement. — METINGHAM. Si mon vileyn engendre en ma tere ki est vileynage, e cely engendre vet hors de ma tere, e pus, apres .vi. aunz ou .vii. ow plus, retourne a meme la tere, joe le trove en son ny demeyne e en son astre, joe ly porray prendre e tailer com mon vileyn; par la resone ky le retorn si fet en meyme lestat com yl fut qant yl issit.—*Heyham.* Cecidit in foveam quam fecit. Et pendet.—E les uyns diseynt ki si enqueste dut passer ky ele dut passer saver moun si yl fut seysi de ly com de son veleyn le jour ke yl issit hors de sa tere ow nun &c. A.D. 1294.

§ Une femme porta le cui in vita vers un home ke fit defaute; son fyz ky fut de deuz age vint en court e pria de estre recu a defendre sen dreit, par la reson ky le tenements furent dones a son pere e a sa mere e a lur heyrs de lur deus cors engendrez, e par teu fet. [. . . .] (pur la femme) Ky les tenements furent dones a son pere simplement, prest &c.—LES JUSTICES agarderent enqueste en nun de office, por coe ki lenfant ne poet estre partye taunt com yl seit de denz age, a saver moun si son pere fut feffe simplement ow nun &c. Cui in vita.

§ Nota, par la ow femme fut somons a mostrer quel dreit ele clama en .x. acres de tere, ele veint e dit ky ele clama cete tere a ly e a ces heyrs de son cors engendrez, e bota avant le fet meme cely ky coe temoyna. —Le autre dit ky coe fet fut fet pus son bref purchace Quid juris clamat.

A.D. 1294. not to bar him; ready &c.—And the woman said the contrary.

Note. Note that after the purchase of the writ and the drawing up of the concord and the reading of the note [of the Fine] he could not give the fee to one who held for life or for years to the prejudice of him to whom he had granted the reversion, as he had to Robert de Loterel party in that plea.

Entry. § D. brought his writ of Entry against an infant under age, and said that he had not entry except by the abatement which he effected on him after the death of one Mary who held of him (D.) for life by assignment from her father.—*Suthcote.* What have you to shew the assignment?—*Coventry.* She attorned to us for her fealty and her service, whereof we were seised, on the assignment and with the consent of her father; ready to aver it; and we pray judgment.

Note, as to Writ of Right. § Note that, if an assise of Mordancester be brought, and the tenant say that he on whose death he brings the assise did not die seised &c., and that he in his lifetime enfeoffed him (the tenant) by a charter; and the demandant say that, whatever charter he may have, his ancestor did die seised, and he pray the Assise; and if the Assise say that the ancestor did not die seised but did enfeoff the tenant by that charter,—by reason whereof the demandant takes nothing by his writ &c.;—and if the same demandant again bring his writ of Right; neither the recognition as to the seisin nor as to the charter shall be such a bar that he shall not be answerable in the writ of Right; and the defendant must defend himself by battel or the Great Assise and not by the charter: nevertheless the charter may be put forward, by way of evidence of those things to the Great Assise.

e pus la pes retrete en cete court, par quey coe ne ly dut barrir, prest &c. E lautre le revers. A.D. 1294.

Nota ky, apres le bref purchace e la pes retrete e la note lwye, yl ne put pas fere fee a ly ky tent a terme de vye ow des aunz, en prejudice de cely a qi yl ad grante la reverciun, si com fu de Robert Loterel en meme teu play. Nota.

§ D. porta son bref de entre ver un enfant de denz age, e dit kil navoit entre si nun par abatement ky le fit apres la mort une Marie ky teu tenement de ly tynt a terme de vye par assignement son pere. — *Suthcote.* Quey avet vus de assingnement. — *Covintre.* Ele se aturna a nus de sa feaute e de son service dunt nus fumes seysi par assingnement e la volunte son pere, prest de averer; e demaundom Jugement. Entre.

§ Nota, si un assise de mordauncestre seit porte, e le tenant die ky cely de ky mort yl porte le assise ne morut pas seysi &c., e ky yl en sa vye ly feffa par une chartre; e le demaundant die ky, quele chartre kyl ad, son auncestre morut seysi, e prie lassise; e si lassise dye ki le auncestre ne morut pas seysi, mes feffa le tenant par cele chartre, par quey le demaundant ne prent ren par son bref &c.; E si meme cely autrefez porte son bref de dreit, la conisaunce de la seysine ne de la chartre ne ly forbarrera kyl ne seit responable en le bref de dreit. E si covent al defendaunt ke yl se defende par batayle ow par grant assise, e nent par la chartre; mes la chartre put estre bote avant en evidence de ces a[1] la grant assyse. Nota en Bref de Dreit.

[1] MS. a ces de.

A.D. 1294. Cosinage. § One Ralph brought a writ of Cosinage against one Geoffrey on the death of Rose his cousin, and said that his cousin was seised in her demesne as of fee in time &c., and died seised; and that from Rose, because she died without heir of her body, the fee and the demesne resorted to Ralph as cousin and heir, being the brother of William who was the father of Robert who was the father of Rose on whose seisin he demands; and if he &c. — *Geoffrey* denied tort and force &c.; and said, Whereas he brings his writ on the death of his cousin Rose, and says that she died seised in her demesne as of fee of the tenements now demanded, and that, because Rose &c., the &c. resorted to him as cousin and heir, Sir, we tell you that one N. our ancestor gave the same tenements to one William de G., the brother of Ralph who now brings this writ, together with Petronilla his daughter, in frank-marriage, to hold to them and the heirs of their bodies begotten; provided that if they should die without heirs of these bodies the tenements should revert to N. and his heirs; and that from Petronilla they descended to Robert, and from Robert to Rose; now the operation of the feoffment became extinct in the person of Rose, because she died without heir &c.; wherefore we pray judgment if Ralph the brother of William, who was an entire stranger to Petronilla with whom the tenements were given in frank-marriage, can demand any thing.—*Ralph.* Sir, it was Rose's own purchase and not her heritage, ready &c.—And the other side said the contrary.—So &c.

Replegiari. § One A. brought the Replegiari against B., and said that he had tortiously taken thirty sheep in his common pasture in C.—*B.* denied tort and force &c.; and (said he) we are advised that we are not bound to answer; for the reason that the writ was purchased on the eighteenth day of June in the eighteenth year, and the Pone was purchased three days afterwards, at which time the plea was not in the County Court; so we

§ Un Rauf porta bref de cosinage ver un Geffrey de la mort Rose sa cosine, e dit ke une sa cosine fut seysy en son demeyne cum de fee en tens &c., e morut seysy; de Rose, pur coe ke ele morut sanz heyr de sen cors, resorgi le fee e le demene a Rauf cum a cosyn e heyr, frere Willem pere Robert pere Rose de ki seysine yl demaunde; si yl &c.—*Geffrey* defendi tort e force &c.; la ou yl porte son bref de la mort Rose sa cosine e dyt ke ele morut seysy en son demeyne cum de fee de les tenements ore demaundes, e ke a ly, pur coe ke Rose &c., resorty &c. cum a cosin e heyr, Sire nus vus dioums ke un N. nostre auncestre dona memes les tenements a un Willem de G., frere Rauf ke ore porte cete bref, oue Pernele sa fyle en franc mariage e a lur heyrs de lur deus cors engendrez, e si issi fut ke yl devyassent sanz heyrs de lur cors, ke la chose revertereyt a N. e a ces heyrs; de Pernele [a] Robert, de Robert a Rose; dunt le feffement est esteynt en la persone Rose, por coe ke ele morut saunz heyr &c.: par quey demaundom Jugement si Rauf frere Willem, ke fut tot estrange a Pernele ou ki la chose fut done en franc mariage, ren puse demaunder. — *Rauf.* Sire, ke coe fut le purchas Royse e nent son heritage, prest &c. Et alii e converso. Ideo &c. A.D. 1294. Cosinage.

§ Un A. porta le Replegiare ver B. e dit ky atort avoit pris .xxx. berbyz en sa commune pasture en C. &c.—*B.* defendy tort e force &c.; e nus est avyz ky nus ne sumes tenu a respondre; par la resone ke le bref fut purchace le .xviii. jour de Junye le an .xviii., e le pone sy fut purchace treis jours apres, qant yl ne aveyt nule paroule en conte; dunc demaundom Replegiare.

A.D. 1294. pray judgment of the Pone, which always supposes the plea to be in the County Court.—*Gosefeld.* The sheriff returned the Pone with the original; whereby it appears that the plea was in the County Court: so we pray judgment if you ought not to answer. — METINGHAM. Answer. — *Inge.* We avow the taking good and rightful; for the reason that the custom of the vill of C. is that no one of the vill shall have cattle on the common pasture unless he have a fold in the same vill; and B. has only an acre of land in the vill, which is enclosed: and for that B. found these sheep in the common pasture damage fesant, he took them as it was lawful for him to do; and thus &c.—*Scrope.* Sir, we tell you that our father and our brother before us and we ourselves have always been seised of having common, ready &c.—*Inge.* We will imparl.—*Inge* came back and said, Sir, it can not be denied that at a certain time his father had common in that pasture by reason of a piece of land which he had in the said vill; and he afterwards sold that land to some persons in the vill; and never since has he had common; ready &c.—METINGHAM. Answer to the seisin.—*Inge.* Not seised since [the sale], ready &c.—And the other side said the contrary. —So &c.

Writ of Right. § One A. brought a writ of Right against B. and offered suit and proof.—*B.* Sir, we tell you that William de C. brought a writ of Utrum against us in this Court for the same tenements, and we vouched to warranty such an one, who warranted; and thus the plea is still pending here between the demandant and the warrantor; so we pray judgment if pending this writ of Utrum we ought to answer in this writ of Right. —*Scrope.* Sir, heretofore we brought a writ of Right against C. his father; C. vouched to warranty one P. who entered into warranty, and pleaded with us;

Jugement de la pone ke suppose tote veyrs ke paroule seyt en conte. — *Gosefeld.* Le viconte retorna le pone oue le original; par quey yl apert ke paroule fut en conte: dunt demaundom Jugement sy vus ne devez respondre.—METINGHAM. Respones.—*Inge.* Nus avouum la prise bone e dreyturele; ke par la resone ke le usage de la vile de C. est y cele, ke nule home de la vyle navera animayl en la comune pasture sy yl neyt faude en meme la vyle; e A. nad fors une acre de tere en la vyle la quele est close; e pur coe ke B. trova ces berbyz en sa comune pasture damage fesaunt yl les prit cum ben luy lut; e yssy &c.—*Scrop.* Sire, nus vus diums ke nostre pere e nostre frere devant nus e nus meymes tous jours avum este seysi de aver comune, prest &c. — *Inge.* Nus enparlerum. — *Inge* revynt e dit Sire, ne put estre dedit ke son pere en acun tens ne aveyt comune en cele pasture par la resone de une tere ke yl teynt en meme la vyle; e pus vendi cele tere a genz de la vyle; e unkes pus comune naveit, prest &c. — METINGHAM. Responet a seysine.—*Inge.* Nent seysy pus, prest &c. Et alius e converso. Ideo &c. A.D. 1294.

§ Un A. porta bref de dreit ver B., e tendi sute e derene.—*B.* Sire, nus vus dyoms ke Willem de C. porta ver nus un bref de utrum en cete court de meme les tenementz, [e] nus vochium a garrantye un tel, ke garrantist; par quey le play pent uncore seynz par entre le demaundant e le garrant; dunt demaundom Jugement sy pendant cety bref de utrum devum respondre a cety bref de dreit.—*Srop.*[1] Sire, devant ces oures portames nus un bref de dreit ver C. son pere; C. vocha a garrantye un P., ky entra en la garrantye C. died during the plea, whereby our writ became Bref de dreit.

[1] This speech of Scrope occurs at the end of the case, in substitution for the one placed at this point in the MS. Both agree in substance; the substitute is clearest and free from redundancy.

A.D. 1294. extinct; and we freshly after his death brought this writ of Right; and the writ of Utrum was purchased in the mesne time between the extinction of our first writ and the purchase of our second; so we pray judgment if the Utrum purchased by collusion pending this writ shall be a bar to us.—METINGHAM. Which of the two think you to be the highest?—*Scrope.* I have nothing to do with that.—METINGHAM. Each one is a writ of Right; but the writ of Utrum carries its advantage within itself,[1] which your writ of Right does not. And on the other hand, the writ of Utrum has no limitation of time, and this writ of Right has: so I may conclude that the Utrum was higher than the other.—*Scrope.* Sir, for that our writ is of earlier date we are advised that the Utrum must wait, and that our writ shall proceed first.—METINGHAM. Have they gone to the Assise?—*Mutford.* No, Sir; the warrantor has taken a "prece partium" with the demandant.—*Louther.* Then it clearly appears that the Utrum was purchased by collusion.—METINGHAM. What! think you that if the Assise pass in its natural course your writ would not abate? Pardy, it would.

Note. § Note that, if one demand a debt against executors by a tally or by suit, in this case, because the executors can not make the law for the dead man, then the plaintiff must prove his tally; or if he have suit, the suit ought to be examined; and this holds good whether he be a merchant or not; otherwise it follows that he will lose his debt.

Debt. § One A. brought a writ of Debt against B., and offered suit.—*B.* asked if he had any thing besides the suit to prove the debt.—*Adam* put forward a tally.—*B.* denied tort &c., and &c. against him and his suit, ready &c. when &c.—METINGHAM. He who demands this debt

[1] See Bracton 285*b*.

e pleda od nus; C. morut pendant le play; par quey A.D. 1294.
nostre bref fut esteint; nus frechement apres sa mort portames cety bref de dreit, e le bref de utrum fut purchace par collusion en le men tens apres ke lautre fut exteint e le secunde bref purchasse; dunt demandom Jugement si le utrum purchasse par collussion pendant cety bref nus serra barre.—METINGHAM. Le quele deus quidet vus plus haut?—*Srop.* De coe nage ke fere.—METINGHAM. Le un e lautre sy est bref de dreit; mes le bref de utrum porte sa priue en son ventre, e ky ne fet vostre bref de dreit. E de autre part, le bref de utrum nad nul lymitacyun de tens, e ceti bref de dreit ad; dunt joe porroy conclure ke le utrum fut plus haut ke lautre.—*Sroup.* Sire, pur coe ki nostre bref est de plus ancyene date nus est aviz ke le utrum entendereit, e ky nostre bref passat avant.—METINGHAM. Sunt yl a lassise?—*Mutford.* Sire, nanyl; le garrant sy ad pris une "prece partium" oue le demaundant.—*Louyere.* Dunke apert ben ke le utrum fut purchase par collusion. METINGHAM. Quey! quidet vus si lassise passat en sa nature ke vostre bref ne se abatereyt mye? pardi si freit.

§ Quod si aliquis petat debitum versus executores Nota.
alicujus per talliam vel per sectam, in isto casu Quia executores non possunt facere legem pro defuncto, petens probabit talliam suam; vel si habeat sectam, secta debet examinari; et hoc est verum sive sit mercator sive non; et aliter sequeretur quod ipse amitteret debitum suum.

§ Un A. porta bref de dette ver B., e tendi seute.— Dette.
B. demaunda si yl out autre chose de la dette fors suyte. *Adam* bota avant une tayle.—*B.* defendi tort &c. encontre ly e sa sute, prest &c. qant &c.—METINGHAM.

A.D. 1294. is a merchant; and therefore if he can give slight proof to support his tally we will encline to that side, and we will take it.—*Gosefeld.* Alas! Sir, we are here at common law: wherefore we are advised that he shall not be received in this Court, inasmuch as he can have his recovery elsewhere by Law Merchant.—METINGHAM. Every merchant can not have always a clerk with him; therefore I will do as I have seen other Justices before us do.

Entry. § One Adam brought a writ of Entry against Henry and Alice his wife, saying "into which the said Henry " and Alice his wife had not entry except by such an " one to whom the father of the said Adam leased the " tenement for a term which has passed."—Henry and Alice denied &c.; and whereas they say that Henry and Alice had not entry &c. as above, Sir, Henry tells you that he had not entry by such an one, but that he found his wife seised, ready &c.—And the other side said the contrary.

Mordancester. § One Adam Feuer and Alice his wife brought a writ of Mordancester against one Robert, and said that John the father of Alice was seised of the same tenements in his demesne as of fee in time of peace, and died seised; and he prayed the Assise.—Robert said that John never had seisin of that land, but got possession of the land by abatement fifteen days before the battle of Lewes, and afterwards died in the said battle, in time of war; ready &c. by the Assise.—METINGHAM. Thereby you mean to say that he did not die seised in his demesne as of fee in time of peace.—*Heiham.* Ready &c. [that he did].—*Warwick.* The reverse.

Note. § One A. was essoined on the first day of the plea, in a plea of land by B. against him; and he had

Cely ke demande cete dette est marchaunt; e pur coe si yl purra ameyner avenance prove de prover sa tayle nus enclynerom a cele partie ke nus la prendrum.— *Gosefeld.* e heue! Sire, nus sumes issi a la comune ley; par quey nus est aviz ke ele ne serra nent ressu en cete court, desycom yl put aver son recoverir aylurs par la ley marchaunde. — METINGHAM. Checun marchaunt ne put pas aver un clerk tot veyrs ou ly; e pur coe joe fray sicom joe ay veu autres Justices devant nus fere. A.D. 1294.

§ Un Adam porte bref de entre ver H. e Alice sa femme, en les ques memes cely Henry e Alice sa femme ne av[e]ient entre si nun par un tel a ky le pere memes cety Adam le lessa a terme ke passe est. *Henry e Alice* defendunt &c.; e la ou yl dient ke Henry e Alice ne aveyent &c., ut prius, Syre, Henry vus dyt ke yl naveyt nul entre par un tel, eynz trova sa femme seysy, prest &c. Et alii e converso. Entre.

§ Un Adam Feuer e Alice sa femme porta un bref de mordauncestre ver un Robert, e dit ke Jon le pere Alice fut seysi de memes le tenement en son demeyne cum de fee en tens de pes, e morut seysi; e pria lassise. *Robert* dyt ke Jon ne aveyt unkes seysine de cele tere, mes par abatement se mit en les tenements .xv. jours devant la batayle de Lewes, e pus morut en meme la batayle, en tens de gere; prest &c. par lassise.—METINGHAM. Par taunt volez dire ke yl ne morut pas seysy en son demeyne cum de fee en tens de pes.—*Heiham.* Prest &c. par lassise.—*Warwyke.* Le revers. Mort de auncestre.

§ Nota, un A. fut essone al primer jour de play ver B. de play de tere, e aveit jour par son essoner a un Nota.

A.D. 1294. another day given to him, by his essoinor; at which day he made default. B.'s attorney sued out a writ to take &c.; and the land was replevied; and on the third day the parties appeared, and B.'s attorney held to the default: and the Justice asked on what day the default was made. The attorney answered that it was on the first day; and it was found that it was on the second day: and afterwards (one or two or three days afterwards) the attorney came and said that it was on the second day; and he held to the default as before. — METINGHAM. My good friend, the other day when the worthy man was ready to make his law you said that the default was made on the first day; and afterwards you came and said that the default was made on the second day, and you still do so; and thus you vary in your words and deeds; this Court doth adjudge that you take nothing by your writ, but be in mercy for your false plaint; and that Adam go quit without day.

Writ of Admeasurement of Dower.

§ Gerard de Lisle and Alice his wife brought a writ of admeasurement &c. against Thomas Malekake and B. his wife. Thomas made default, and faintly defended the plea; wherefore Beatrix his wife came, before judgment given, and said that her husband intended by collusion to lose her rightful dower. She was received; and they counted against her and her husband jointly. Thomas and Beatrix denied &c. and challenged the extent as follows. *Warwick* (for Thomas and Beatrix). Sir, we think that when dower is to be extended, it should be extended in the same state as it was at the death of the woman's husband and not otherwise: now we tell you that the lady has improved her dower since her husband's death by the yearly sum of ten pounds and ten shillings: seeing that there is half a virgate of land in W. which was worth, when her husband had it, no more than ten

autre jour. A queu jour yl fit defaute. Le atorne B. suy bref de pendre &c.; la tere fut replevye; a la terce jour les partyes apparirunt, e le atorne B. se prit a la defaute: fut demande par la Justice queu jour la defaute fut fete. Le atorne respondi ke a le primer jour; e fut agarde e trove ke a le secunde jour; pus apres, un jour ou deus ou treis, vint le atorne e dit ke ele fut fete al secunde jour, se prit a la defaute com avant.—METINGHAM. Bel amy, lautre jour si deytes vus ke la defaute fut fete al primer jour, la ow le prodoume fut pret de aver fet sa lay; e pus veneytes vus e deytes ke la defaute fut fete al secunde jour e uncore fetes; e issy eytes varriant en wos deyz e en vus feez: sy agarde cete court ke vus ne pernet ren par vostre bref, e seez en la mercie pur vostre fausse pleynte; e Adam quite sanz jour. A.D. 1294.

§ Gerrard de Lyle e Alice sa femme porterunt bref de amesurement &c. ver T. Malekake e B. sa femme.— Thomas fit defaute e feyntement defendy le play; pur quey Betrix sa femme vint devaunt Jugement rendu, e dit ke son barun vodreit perdre par collusion son dreit dowere, e pria ke ele pout estre ressu a defendre son dowere. Fut ressu; cunterunt ver lu e son baron joyntement. — *Thomas e Betrix* defenderunt &c., e chalangerunt le esteinte,[1] issint.—*Warwyke* (pur Thomas e Betrix). Sire, nus entendom ke la ow dowere serra extendue, ke ele serra extendue en meme le estat com ele fut al houre kant le baron la femme morut, e nent outre; dunt nus vus dyoms ke la dame sy ad approuwe son dowere pus la mort son baron de .x. livres e de .x. soz par an: par la Sire ou yly ad une demi verge de tere en W. ke ne valut al oure qant son baron le avoyt fors .x. soz par an, ore avaut ele .xx. soz par Bref de amesurement de dowere.

[1] MS. estere.

A.D. 1294. shillings by the year, and now it is worth twenty shillings by the year; and also, Sir, the lady has since her husband's death purchased a manor which is worth ten pounds by the year, and which ought not to be included in the extent; now they have put all these in the extent. And moreover, Sir, when the third part is extended we think that the other two parts should be extended as well as that third part; and whereas they have extended only the third part, therefore, Sir, if you please, the other two parts must be extended together with that third part, and in the same condition as they were when her husband died. — METINGHAM. Will you challenge any thing besides these two points? viz. that the third part was not extended in the same state as it was when the lady's husband died; and that the two other parts were not extended together with that third part.— *Warwick.* No, Sir,—And he was avowed.—The Sheriff was ordered to extend the two remaining parts together with the third, and in the same state as they were in when the lady's husband died. The Sheriff extended the property mentioned and much more, going beyond the king's command; and after the extent had been returned into the Bench, viz. at the Octaves of St. Martin, the parties came into Court.— *Spigurnel* (for Beatrice) again challenged the extent thus,—Sir, we think that when there is to be an extent made of dower, it should be made over the same land wherein the dower is, and that the verdict should be given there and not elsewhere: but we tell you, Sir, that the Sheriff went on the dower land and made those who were to make the extent swear, and then commanded them to go to the inn; and they went on and gave their verdict at the inn; so that we can not put our challenge against it.—HERTFORD. You aver what you wish: still they might have given their verdict within the manor or within the vill. — *Spigurnel.* They did not; ready &c.—*Huntindone.* Sir,

an. De autre part, Sire, la dame sy ad purchace pus A.D. 1294.
la mort son baroun un maner ke vaut .x. livres par an, le quele ne dut pas estre mys en extente; dunt yl unt mys tote en le estente. E de autre part, Sire, la ou la terce partye serra extendue, nus entendum ke le deus partyes serrunt extendues aussy ben cum la terce partye; e la ou ne unt yl extendu fors soulement la terce partye, par quey Sire, yl covent sy vus plest ke le deus partyes seyent exstendues ensemblement ou le terce partye, e en meme le estat com yl furunt al oure qant son baron morut.—METINGHAM. Volez plus chalanger fors ses deus poynz? coe est a saver ke la terce partye ne fut pas estendue en meme le estat cum ele fut qant le baron la dame morust, e ke les deus partyes ne furunt pas exstendues ou la terce.[1]—*Warwyke.* Sire, nanyl: e fut awowe.—Fut maunde a Viconte ke yl feyt exstendre les deus partyes oue la terce, e en meme lestat cum eles furunt al oure quant le baron la dame morut. Le Viconte fyt extendre cel e mut pluys outre le comandement le Roy: pus apres le estente retorne en bank, a les utaves de Seynt Martyn vindrent les partyes en court. *Spigernel* (pur Betrice) autrefez chalanga le exsteynte issy; Sire nus entendom ke la ou exteinte de dowere serra fete, ke ele serra fete sour meme la tere la ou le dowere est, e ke ylekes serra le verdut respoundu e nent aylurs: mes nus vus dyoms, Sire, ke le Viconte vint sur meme le dowere, e fyt les gens jurer ke dussent fere le estent, e pus le commanda aler a loutel; yl alerunt avant e renderunt le verdut a loutel; issy ke nus ne poeyms mestre nostre chalange encontre.—HERTFORT. Vous dystes vostre talent; uncore porreyent yl aver done le verdut deyns meme le maner ou deins la vyle.—*Spigornel.* Ke yl ne firunt pas, prest &c.—*Huntyndone.* Sire, nus vus dioms ke

[1] The words "e fut avowe" follow: but apparently by mistake.

A.D. 1294. we tell you that they went on with the other party to Nottingham to the tavern at the costs of the other party, and there gave their verdict at their pleasure and the will of the third party. — HERTFORD. Might they not go to the tavern? Why not? We are not here in an Inquest or an Assise; if we were, it would be another thing.—*Spigurnel.* Sir, there is a coneygarth in the two parts, which is worth ten pounds by the year, and which was never extended. And moreover, in the third part they have extended each tenant at two pence a day throughout the year, whereas the lady never received more than three halfpence a day on working days and nothing on fairdays; but they have extended them as well on fairdays as on working days; so we pray your award and judgment if this extent ought to hold good to so great prejudice of the good lady. (And he put forward many other challenges of which much notice need not be taken, because they only went to show how the thing was done).— METINGHAM. Now it is our turn. We record that at the last day when the parties were before us Beatrice put forward two challenges, and it was then said that she would make no further challenge; therefore she can not now get to challenge the extent. — *Heyham.* So help me God, Sir, it was so; and thereof we pray your record. — *Warwick.* Sir, if this extent were to stand good, and the heir were to recover against Beatrice on the footing of this extent, then she would not have a third part for her dower; and that would be against law, all the world over. — *Scoter.* Sir, we think that, if error be found in any process which requires amendment, and one comes before judgment given before you who have power to make an amendment as being in the place of our Lord the King, you will amend it and give redress. Then, Sir, inasmuch as there is a clear error in this extent, so that any one can see it, we think that you ought to amend and

yl alerunt avant oue lautre partye a Notygham a la taverne, a les costages de lautre partye, e ylekes renderunt solom coe ke ben lur fut e la volunte la terce partye.—HERTFORD. Ne poreyent yl mye aler a la taverne? pur quey nun? nus ne sumes pas issy a enqueste ne assise: e si nus fumes, coe serreyt autre chose.—*Spigornel.* Sire, yl y a un coninggre en le deus partyes ke vaut .x. livres par an, ke unkes uncore ne fut exstendu. E de autre part, en la terce partye sy unt yl extendu checun tenant le jour deus deners par an, la ou la dame unkes ne ressut fors treys oboles par jour qant yl dussent oveyryr, e les feyres nent; la ou yl unt extendu ausi ben les feyres cum les jour de overeyne; dunt demaundom vos agars e vos Jugements sy cete exstente deyve tenir en si grant prejudice de la bone dame. E mut des autres chalanges si mit yl avant, de quibus non est multum curandum, quia non est nisi demonstracio facti.—METINGHAM. Ore a nus. Nus recordom ke al drein[1] jour qant les partyes furunt devant nus, ke Betrix mit avant deus chalanges, e al oure fut dit ke ele plus ne vodreit chalanger; par quey ele ne put ore avenir de chalanger le estente. *Heyham.* Meydez, Sire, oyl; e de coe prioms vos recors. *Warwyke.* Sire, sy cete exstente dusse valer, e le heyr recoverat ver Betrix solom cete exstente, dunkes navereyt ele pas la terce partye a son dowere; e coe serreyt duresse, e contre tote la ley de mounde.—*Suttere.* Sire, nus entendom si errur seyt trove en proces, par la ou bosoyne amendement, e home vinge devant Jugement rendu devant vus ke pouer en avet de mettre amendement, cum cely ke est en luy nostre seynur le Roy, ke vus le amendrez e redresserez; dunt, Sire, desicom sy est apert errour en cete exstente ke chekun le put vere, nus entendom ke vus le devez amender A.D. 1294.

[1] MS. dreit.

A.D. 1294. redress it, so that it may be made good; and this we pray you to do, if you please.—METINGHAM rehearsed the process of the plea and said, Inasmuch as Beatrice challenged only two things, and said that she would not further challenge the extent; and the Sheriff has made a sufficient return, in this case, as we are advised, — and, when you challenge such petty things, the peasants of the country and the others who made the extent know all about these petty things and how the extent ought to be made as well as we do and better; — therefore this Court doth award that Alice and Gerrard do recover what pertains to them, and that Thomas and Beatrice have what pertains to them, so that there remain to Beatrix still for her dower 55*l.* 7*s.* 3½*d.*, and that Gerrard and Alice recover for their portion 60*l.* and one knight's fee, and that Beatrice be in mercy: and your bill [of exception] shall be entered on the Roll willingly.—*Heiham.* If they had been received to challenge the extent, it would have been wrong; for so they might have challenged the extent, after every return, ad infinitum.—*Heiham.* We pray our damages.—METINGHAM. Some persons say that in this writ damages ought to be given from the time that she first received her dower; and some say only from the time when she would not grant the admeasurement; because she committed no tort in accepting what was assigned to her. And therefore we will see about it.

Note. § Note that where a thing belonging to a man is lost, he may count that he (the finder) tortiously detains it &c., and tortiously for this that whereas he lost the said thing on such a day &c., he (the loser) on such a day &c. and found it in the house of such an one and told him &c. and prayed him to restore the thing, but that he would not restore it &c., to his damage &c.; and if he will &c. In this case the de-

e redresser, issy ke ben seyt; e coe vus priom sy vos A.D. 1294.
plet.—METINGHAM rehersa le proces del play. E pur coe ke Betrix ne chalanga fors deus choses e dist ke ele ne voleyt plus chalanger le exstente, e le Viconte ad retorne suffisaument si com nus est avyz par de sa, e la ou vus chalangez de teu menus choses, les peyssans deu pays e les autres ke firent le exstente sevent ausi ben[1] quey est a fere de ceus meynuz chosses e coment le exstente serra fete ke nus ne savum, e meus: E pur coe agarde cete court e ke Alice [e] Gerrard rekeverent coe ke a eus apent, e ke Thomas e Betrix coe ke a eus apente a aver, issy ky a Betrix remeynent uncore a sen doware .l. e .v. livres e .vii. soz e treis deners e mayle, e ke Gerard e Alice rekeverent a lur part .lx. livres a un fee de chevaler, e Betrix en la mercie; e vostre bile serra entre en Roule volunters. —*Heiham.* Sy yl usent este ressu ore autrefez a chalanger le estente, coe ut este tort; kar yssy porreit ele aver chalaunge le estente, qant ele huut este restorne, in infinitum.—*Heiham.* Nus prium nos damages.—METINGHAM. Accune gent volent dire ke le dam[ag]es serriunt jugges en cety bref del tens ke ele ressut son dowere a deprimes; e akune volunt dire ke pus le tens ke ele ne vodreyt mie granter le amesurement; pur coe ke ele ne fit nul tort de reseyvere coe ke luy fut assigne. E pur coe nus verrum.

§ Nota la ou la chosse de un home est endire, yl Nota.
purra conter ke atort ly desteynt &c., e pur coe atort ke la ou meme cele chosse ly fut endire teu jour &c., la vynt yl e en jour &c. e le trova en la mesone un tel, yl ly[2] dit &c. e ly pria ke yl ly rendit la chosse; rendre ne voleit &c., a ses damages; sy yl &c. E en coe cas

[1] MS. meus.
[2] MS. ly pria dit.

A.D. 1294. mandant must prove by his law (his own hand the twelfth) that he lost the thing.

Mordancestre. § William and Geoffrey brought the Mordancester, before Justices assigned, against Isabel and Ellen, for one carucate &c., on the death of their uncle Robert, whereof Ellen held one third part and Isabel two third parts; and afterwards the Assise was removed before the Justices in the Bench, before whom the demandants made their declaration and prayed the Assise. Ellen said that what she held she held by way of dower, by the endowment of Stephen her late husband and by assignment from Isabel to whom Stephen her late husband leased it for life; wherefore (said she) we pray aid of Isabel, to whom the reversion belongs (in case she survive us), together with the heir of Stephen our late husband in whom the fee and the right repose.—*Scoter.* We have learned in this Court that a woman who holds in dower ought to vouch, and not to pray aid; and that he who holds by the curtesy of England or in fee-tail ought to pray aid.—*Louther.* If we can vouch, which is a higher process, then we may pray aid, which is a lower one.—HERTFORD. We have seen that those who hold by the curtesy of England or in fee-tail may pray aid, but that a woman who holds in dower ought to vouch, and not to pray aid. And on the other hand, when you say that one who can vouch may pray aid, you assert what you desire; for I can counterplead voucher in several cases where the aid would be granted.—METINGHAM. It is very foolish for a woman who holds in dower to pray aid when she can vouch; for if he who is prayed in aid lose, she is foreclosed from recovering in value: but if she vouch, and the vouchee lose, she will recover in value. —*Louther.* We vouch to warranty, by aid of this Court, Isabel de C. together with Stephen, son and heir of Stephen in whom the fee and the right repose.

yl covent kel demande preve ke la chose ly fut endire, ow sa dusse mayn. A.D. 1294.

§ Willem e Geffrey porterent le mordauncestre devant Justices assignez, ver une Isabele e Eleyne, de une carue &c. de la mord Robert lur uncle, dunt Eleyne tent la terce partye e Isabele les deus partyes; e pus fut le assise remue devant Justices an Bank, devant les ques les demandants fesseyent lur demostrance e prierunt lasysse. Eleyne dit ke coe ke ele tynt si tynt ele en nun de dowere, de la dowement Estevene jadys son baron, e del assingnement Isabele a ky Estevene jadys son baron le lessa a terme de vye; pur quey nus prium eyde de Isabele, a ky la reversion apent se ele nus survesquit, ensemblement oue le heyr Este[ve]ne nostre[1] baron jadys, en ky le fe e le dreit respose.— *Sotere.* Nus avum apris seynz ke femme ke teynt en dowere deyt voucher, e nent prier eyde; e cely ke tent par la ley de Engletere ou par fe tayle deyt prier eyde.—*Louyere.* Si nus purrum voucher, ke est plus haut, dunke poum prier eyde, ke est plus bas.—HERTFORD. Nus avum veu ke seus ke tenent par la ley de Engletere ou en fee tayle prierunt eyde, mes feme ke tent en dowere deyt vocher e nent prier eyde. E de autre part, par la ou vus deytes ke [ki] put vocher yl put prier eyde, vus deytes vostre talent; kar joe pus contrepleder le vocher en plussours [cas] ou le eyd serreit grante.—METINGHAM. Mut est folye a feme ke tent dowere de prier eyde la ou ele put vocher; kar si sely qui est prie en eyde pert, ele est forsclos de aver a la value; e si ele vocha e le vouche pert, ele avera a la value.—*Louyere.* Nus vochom a garrantye par eyde de cete court Isabele de C., ensemblement ove Estevene, fyz e heyr Estevene, en ky le fee e le dreit respose.— Mordeancestre.

[1] MS. ke nostre.

A.D. 1294. —*Heyham.* What do you answer for Isabel?—*Louther.* Isabel claims nothing except for life; and the fee and the right repose in the person of Stephen the son of Stephen; and we pray aid of him.—*Scoter.* You ought not to have aid; for we will aver that she was the first who entered on the tenements after the death of our ancestor on whose death we bring the Assise.—*Lowther.* They can not say that: for we tell you that heretofore they brought the Mordancester against the said Isabel and Henry de Canvyle her husband, in the county of Derby before Sir John de Vaux and his companions, and we vouched to warranty Stephen the father of Stephen, who entered into warranty and pleaded with them down to the assise, which however did not pass for want of jurors; and afterwards Stephen the father &c. died: and, inasmuch as the voucher was then admitted, you can not say that the other was not then in tenancy; and you then admitted the voucher, which is higher up; we pray judgment if we ought not to have the aid, which is lower, and if you can now say that Isabel was the first who abated on the tenements after the death of your ancestor on whose death &c.—*Scoter.* If a man enter on my inheritance after the death of my ancestor, and I bring the Mordancester against him, think you that by merely saying that he claims nothing except for term of life, he can delay the assise, when I am ready to aver that he was the first who entered &c. on whose death &c.? certainly not: so in the present case.—*Louther.* Inasmuch as heretofore they admitted the voucher, which is the higher, we pray judgment if we shall not have aid, which is lower.—HERTFORD. I will prove to you that aid-prayer is higher than voucher to warranty, for this reason: if I vouch one to warranty, and he is summoned and makes default, I can never resort to defend the chief plea, because I have put all my answer into the mouth of the vouchee: but if I pray

Heyham. Quey responez pur Isabele?—*Louyre.* Isabele A.D. 1294.
ne cleyme rens fors a terme de vye; e le fee e le dreit respose en la persone Estevene le fiiz Estevene, e priom eyde de ly.—*Scotere.* Eyde ne devez aver; kar nus volom averer ke ele fut le primer ke entra en les tenements apres la mort nostre ancestre de ky mort nus portum lassise.—*Louyere.* Coe ne purriunt yl dire; ke nus vus dioums ke devant ces oures sy porterunt yl le mordauncestre ver memes cety Isabele e Henri de Canvyle son baron, en le conte de Derby devant Sire Jon de Vaus e ses compaynuns, e nus vochames a garrant Estevene le pere Estevene, ky entra en la garrantye e pleda ov eus jekes a lassise, laquele ne passa mye pur defaute des jorours; pus apres morut Estevene le pere &c.; e desicom le vocher fut al oure grante, vus ne poez dire nent ke lautre ne fut en tenance; e vus adunke grantates le vocher ke est plus haut; demaundom Jugement si nus ne devum le eyde aver ke est plus bas, e si vus pusset ore dire ke Isabele fut le primer ke se abatit en les tenements apres la mort vostre ancestre de ky &c.—*Scotere.* Sy un home entre apres la mort mon ancestre en mon heritage, joe porte le mordancestre ver ly, quidez vus ke yl porra, per son tayler a dire ke yl ne cleyme rens fors a terme de vie, delayer lassise la ou je voyl averer ke yl fut le primer ke entra &c. de ky mort &c.? nanyl: aussi par de sa. —*Louyere.* Desicom devant ces houres yl granterunt le vocher, ke est plus haut, demaundom Jugement si nus averum eyde, ke est plus bas.—HERTFORD. Joe vus pruf ke prier eyde est plus haut ke vocher a garrantye, par cete resone; si joe vouche un home a garrantye, e yl est somuns, e fet defaute, joe ne purroy james resorter a defendre le chef play, pur coe ke ay mys tot ma response en sa bouche; mes sy joe prie eyde de un

A.D. 1294. aid of one, and he is summoned and make default, I can still resort to defend the chief plea: therefore aid-prayer is higher than voucher.—*Louther.* Sir, it is to my peril if I pray aid, according to your dictum; therefore will they grant it to us, since &c. — HERTFORD. By my faith, you assert what you wish: it is to your advantage; for when he of whom you pray aid is summoned he can have his delays and so delay the matter for a year or two, and then you can come and defend the plea and be in the same condition as you now are; and thus it is to your advantage and not to your peril.—*Louther* said as before.—HERTFORD. The voucher might have been granted without challenge by the party, and not by judgment; and therefore you shall say whether the voucher stood by reason of judgment or by reason of non-challenge by the party.—*Louther.* Sir, there is no need to say which; inasmuch as the voucher stood then, and we are in the same condition as then. — HERTFORD. You shall tell us.—*Louther.* It was by sufferance of the party; and thereof we vouch to warranty the Rolls of the Eyre of Derby. — THE JUSTICE. Ask the attorney if he will have that for an answer.—*The attorney* said that he would.—HERTFORD. You then vouched, and by that voucher you deputed your entire answer to the mouth of another person; and if you were now received to pray aid, and he were not to come by summons, you could resort to another answer, and thus derive greater advantage from the aid than from the first voucher. —*Louther* said as before.—*Heyham.* When she vouched she did not say how she claimed to hold the land, nor did Stephen ever enter into warranty; ready &c. — METINGHAM. Adjourn until to-morrow.—*Heyham.* She has failed in her voucher in three points; first, in saying that she vouched without challenge by the party; secondly, in saying that the assise was brought in the Eyre of Derby, whereas it was brought in the Eyre

home, e yl seit somunz e face defaute, uncore porroy joe resortyr a defendre le chef play: par quey prier eyde est plus haut ke vocher.—*Louyere.* Sire, coe est a mun peryl si joe prie eyde, par vostre dist; pur quey nus volunt eus granter, de pus &c.—HERTFORD. Par fey vus destes vostre talent; coe est a vostre prou; pur coe ke kant cely de ky vus priez eyde fut somunz yl pout fere ces delayes e delayer la chose un an ou deus, e pus porryez vus venyr e defendre le play e estre en meme le estat com vus eytes hu coe jour; e issy serreit coe a vostre prou, e nent a vostre peryl.—*Louyere.* Ut prius. — HERTFORD. Le voucher pout estre grante sans chalange de la partye, e nent par Jugement; e pur coe vus dirrez le quel le voucher estut par Jugement ou sauns chalange de la partye.—*Louyere,* Sire, a coe nest mester, desicom le vocher estut al oure, e nus sumes en meme le estat com adunke.—HERTFORT. Vus le dirrez. — *Louyere.* Par souffranse de la partye; e de coe vochom a garrantye le roules del Heyre de D.—JUSTICE. Demandez le atorne si il vodera coe response. — *Le Atorne* dist ke oyl. — HERTFORT. Vus vochates adunke, e par cel vocher vus meytes tot vostre response en autri bouche; e si vus fussez ore ressu de prier eyde, e cely ne vensyt par somuns, vur porryet resortyr a autre responsse, e yssy aver plus de avantage del eyde ke del primer voucher. — *Louyere.* Ut prius. — *Heyham.* A le ore qant ele vocha ele ne dyt nent coment ele clama tenyr cele tere, ne cely Estevene ne entra unkes en la garrantye, prest &c.—METINGHAM. A demayn.—*Heyham.* Ele ad fayly de son vocher en treis poynz; le primer ke yle dist ke ele vocha saunz chalange de la partye; le secunde ke ele dyst ke le assise fut porte en le Eyre de Derby, la ou ele fut porte A.D. 1294.

A.D. 1294. of N.; thirdly, in saying that the assise was brought against her and her husband jointly: and we pray judgment. — *Louther.* I care not whether the voucher was granted by sufferance or otherwise; since the Roll records that the voucher stood.—METINGHAM rehearsed the inrolment, and then gave judgment that the Assise should be taken between the demandant and Isabel; but that, notwithstanding, if Stephen came before judgment he should be received to defend his right.—METINGHAM. Now then as to Ellen's voucher in respect of dower. — *Warwick.* Will you have the voucher? — *Louther.* We will imparl. — *Louther.* We vouch to warranty Isabel, by whose assignment we have this dower. — *Heyham.* You can not get to this voucher; for the reason that she vouched on the endowment by Stephen; and we will aver that Stephen never had such an estate that he could endow her.— *Louther.* You can not get to that, viz. to counterplead our voucher; because Isabel, who had an estate, endowed us; and if she were to survive us, the tenements should revert to her. — METINGHAM. If my father enfeoffed Hugh de Louther, and I purchased tenements, and my mother were to bring a writ against Hugh, and Hugh were to vouch me to warranty, and I were to warrant, when anything descended to me my mother would recover against the tenant. And if my mother should be again impleaded, should she vouch me to warranty, or Hugh? I think she would vouch me: so in the present case. — *Warwick.* The judgments of this Court are not defeasible; but if Isabel, who holds for life, were to warrant, she would warrant only for the term of her life, and [Ellen] would recover in value some of Isabel's land for the life of Isabel, and after Isabel's death the right heir should enter on the tenements which she (Ellen) had in value; then the judgment would be defeasible, because the judgment would not be carried out, since

en le Heyre de N.; Le terce ke lassise fut porte sur ly e sour son baron joyntement; e demandom Jugement. — *Louyere.* Joe ne fa force, tot fut le voucher grante par reddour ou autrement; de pus ke le roule recorde ke le vocher estut. — METINGHAM rehersa le aroulement, e pus dona pur Jugement ke lassise se preyt entre le demaundant e Isabele; ne my pur coe ke si Estevene vynge devant Jugement rendu yl serra ressu a defendre son dreit. — METINGHAM. Ore a le vocher de Eleyne del dowere. — *Warwyke.* Volez le vocher? — *Louyere.* Nus enparlerum. — *Louyere.* Nus vouchum a garrantye Isabele, de ki assignement nus avum cet dowere. — *Heyham.* A coe voucher ne poez avenir; par la resone ke ele voucha de le dowement Estevene, e nus volom averer ke Estevene naveit unkes estat issy ke dower la pout. — *Louyere.* A coe ne ne poez avenir, a contrepleder nostre vocher; pur coe ke Isabele ke aveit estat nus dowa; e sy ele nus porra survivere, les tenements deivent a ly revertyr. — METINGHAM. Sy mun pere feffat Hue de Louyere, e joe moy purchasse tenements, e ma mere porte bref ver Hue, e Hue moy voche a garrantye, joe luy garaunterey, qant ren moy seyt dessendu &c. ma mere recovere ver le tenant. E sy ma mere seyt autre fethe enplede, le quel vouchera ele moy a garrantye ou Hue? joe crey ke moy: aussy par de sa. — *Warwyke.* Le Juggement de cete court ne sunt pas defesables; mes sy Ysabele garrauntyt, ke tent a terme de vye, ele garrauntereyt fors a terme de sa vye, e avereyt de la tere Isabele a la value a la vye Isabele, e apres la mort Ysabele le dreyt heyr entra les tenements ke ele aveyt a la valaunce, dunke serreyt le Jugement defesable, par coe ke le Jugement ne est pas parfourny, par la ou Eleine ne tendreit pas

A.D. 1294.

A.D. 1294. Ellen would not hold the value for her life.—*Heyham.* If we should grant the voucher for the reason that Stephen endowed her as one having an estate, we should then grant that Stephen had such an estate that he could endow her; and if we should afterwards demand the tenements against the warrant by an assise on the seisin of Robert, we should be barred by Stephen's seisin; because we could not deny that he was seised, inasmuch as we granted the voucher; and thus we should be barred of an action: and we pray judgment. — METINGHAM gave for judgment that the voucher was good.—And the voucher stood.

Writ of Entry "cui in vitâ."

§ One Alice brought a writ of Entry "cui in vitâ" &c. against B., and said that he &c. except by C. her late husband whom she could not oppose &c.—*B.* vouched one William, son and heir of C., who was under age and in the ward of such an one.—*Heyham.* You can not get to that, because of the Statute of Westminster the second which directs that a woman shall not, by reason of the tender age of the heir who is vouched to warranty, be delayed in demanding her right which her husband alienated. — *Huntindone.* Sir, the land was alienated before the Statute, and we pray judgment if we can not vouch.—*Heyham.* The Statute does not mention alienation before or after; but it says that henceforth the suit of the woman or of her heir shall not be delayed by reason of the tender age of the heir &c.; therefore the Statute shall be understood as well of a thing alienated before as of a thing alienated after the Statute: and we pray judgment.—METINGHAM. For that the Statute makes no mention of the thing being alienated before the Statute or after &c., therefore, as to a thing alienated before the Statute we will keep to the old law: and this Court doth adjudge that Alice do await the full age of the heir of C. her husband who is vouched.

la value a sa vye.—*Heyham.* Sy nus vousisom granter le voucher par la resone ke Estevene la dowat com cely ky aveit estat, dunke grantisom ke Estevene aveyt estat issint ke yl la pout dower; e sy nus pus demaundisom ver le garrant les tenements par la assise de la seysine Robert, sy serioums forbarre par la seysine Estevene, pur coe ke nus ne porrium dedyre ke yl ne fut seysy, desicom nus grantames le vocher; e yssy serryom forbarre de accion; e demaundom Jugement.—METINGHAM dona pur Jugement ke le voucher fut bon. Et stetit. A.D. 1294.

§ Un Alice porta un bref de entre cui in vita &c. ver B., e dyt ke yl &c. si nun par C. jadys son baron a ky ele ne pout contredyre &c.—*B.* vocha un Willem fyz e heyr C., ke fut de deyns age en la garde un tel.—*Heyham.* A coe ne poez avenir, par la estatut de Westminstre le secunde,[1] ke veut ke feme desoremes ne seyt pas delaye a demander son dreit ke son baron alyena pur le tendre age le heyr ke est vouche a garrantye.—*Huntindone.* Sire, la tere fut alyene devant le estatut, e demaundom Jugement si nus ne pussom voucher. — *Heyham.* Le estatut ne fet nul mension ne de chose alyene avant ne apres; me dist ke desorememes la sute de la femme ou de son heyr ne seit pas delaye pur le tendre age le heyr &c.; par quey le estatut serra entendu aussy ben de chosse alyene avant com apres le estatut; e demaundom Jugement.—METINGHAM. Pur coe ke lestatut ne fet nul mension ne de chosse aliene avant le estatut ne apres &c., por coe de chose alyene devant le estatut nus tendrom la aunciene ley; sy agarde cete court ke Alice attende le age le heyr C. son baron ke est voche. Bref de Entre. Cui in Vita.

[1] 13 Edw. I. st. i. cap. 40.

A.D. 1294. Writ of Right.

§ A man brought a writ of Right against B., parson of the church of C.—*B.* Sir, in this writ he ought not to be answered; for the reason that heretofore in this Court we brought a writ of Utrum against one A. his ancestor, and we recovered by judgment, which judgment is not wholly carried out, but is partly carried out by a judicial writ and partly not: and we pray judgment of this writ, as purchased before that judgment has been fully carried out.—*Mutford.* Sir, he was full tenant of the entire subject of our demand on the day when the writ was purchased; ready &c.—*Heyham* said as before. —METINGHAM. When you say that the judgment is not fully carried out, that may be true in one of two ways; either because he had not so much land as was demanded, or because of a default; therefore say which.—*Louther.* If I bring an assise of Mordancester &c. against Roger de Heyham, and the Assise pass for me, and Roger de Heyham bring the Attaint before the judgment be fully carried out, the Attaint shall not pass; so in the present case.—*Spigornel.* When we brought our writ of Right against him, they prayed aid, whereas they might have alleged non-tenure and have abated our writ; then, by praying aid they admitted that they were tenants; and we pray judgment if after the aid prayed they can abate our writ by a plea of non-tenure.—METINGHAM. If you omitted to sue out a judicial writ as to one or two acres, that was your own wrong and fault: and think you thereby to bar him of his demand in this writ of Right?—*Mutford* said as before. —*Louther.* In a writ of Debt it would not be sufficient to say that he was part paid, ready &c.; so in the present case it is not enough to say "full tenant on "the day when the writ was purchased, ready &c.," without more. — *Mutford.* We have counted against him and have offered suit and proof, to which they answer not; and we pray judgment of him as undefended. — METINGHAM. Why should he answer the

§ Un home porta un bref de dreit ver B. persone de Esglise de C.—*B.* Sire, a cete bref ne deyt yl estre respondu; e par la resone ke devant ces oures nus portames bref de utrum seinz ver un A. son auncestre, e recoverymes [1] par Jugement, le quele Jugement neit pas del tot parforny, mes en partye est parfourny par bref de Jugement e partye nent: e demaundom Jugement del bref ke fut purchace avant ke le Jugement seyt pleynement parforny.—*Mutfort.* Sire, ke yl fut pleynement tenant de tote nostre demaunde le jour de le bref purchasse, prest &c.—*Heyham.* Ut prius.—METINGHAM. La ou vus dytes ke le Jugement neit pas plenement parforny, coe put aver deus cauces de verite; ou pur coe ke yl ne aveit mie taunt de tere com fut demaunde, ou par la defaute; e pur coe dites coment.—*Louyere.* Si joe porte un assise de mordauncestre &c. ver Roger de Heyham, le assise passe pur moy, e Roger de Heyham porte le ateynt avant ke le Jugement seyt plenement parforny, le ateynte ne passera mye; aussi par de sa.—*Spigornel.* Qant nus portames nostre bref de dreit ver ly, yl prierunt eyde, la ou yl poeyent aver alegge nun tenue e abatu nostre bref; dunc entant com yl prierunt eyde yl granterunt ke yl furunt tenants; e demaundom Jugement sy apres eyde prie pussent nostre bref abatre par nun tenure.—METINGHAM. Sy vus lessates de seure bref de Jugement en dreit de un acre ou de deus, coe fut vostre tort e vostre coupe demeyne: quidet par cel de ly forbarrer de sa demaunde en ceti bref de dreit?—*Mutford.* Ut prius.—*Louyere.* Yl ne suffit nent en un bref de dette a dire ke yl est perpaye prest &c.; ausi par de sa y ne suffit pas a dire pleynement tenant le jour de le bref purchace prest &c. saunz plus dire.—*Mutford.* Nus avum conte ver ly e tendu sute e dreine, a quey yl ne respunt nent; demaundom Jugement de ly cum de nun defendu.—METINGHAM. A ke fere devereyt yl respondre

A.D. 1294. Bref de Dreit.

[1] MS. recoveryt.

A.D. 1294. peremptory, if he can abate your writ by a dilatory exception? — *Mutford.* Sir, we pray judgment if he ought not to answer.—METINGHAM. Answer if it was or was not by default of the tenant that the judgment was not carried out thoroughly; or else answer over.—*Mutford.* Sir, when we brought our writ against him he said that he found his church seised of these tenements, and he prayed aid of the Bishop and the patron without whom &c.; and thereby he admitted that he was tenant of the subject of our demand; and so, as we think, he can no more allege non-tenure now, than he could after voucher to warranty; and we pray judgment if he ought not to answer.—*Heyham.* You assert what you wish; we did not pray aid, but we said that we could not answer without the Bishop &c.—*Spigornel.* By St. Nicolas, by so doing you prayed aid.—METINGHAM. Answer over.—*Warwick.* Sir, inasmuch as he has counted that his ancestor was seised in his demesne of all the subject of his demand, that is to say of three hundred and thirty acres of land, and as to three hundred acres he was only tenant by his warranty and was not seised in his demesne, we have a sufficient answer.—METINGHAM. Now for you.—*Spigornel.* That is entirely a collateral matter: answer if he was seised in his demesne as of fee and of right, as we have counted, or not.—METINGHAM. He might well have been seised in his demesne of the whole before he warranted and afterwards: answer over. — *Warwick.* Sir, heretofore we brought our writ of Utrum against Adam his brother, on whose seisin he demands &c. and against B. and C.; and B. and C. vouched to warranty Adam his brother who warranted; the Jury passed against him, and judgment was given for him; and after this, B. the parson informed the King of the matter, and because the King found that there was error in the judgment as not being in accordance with the finding of the Jury, he varied the judgment, and

a le paremptorye, sy yl pusse abatre vostre bref par dilatorye.—*Mutforde.* Sire, nus demaundom Jugement sy yl ne deyve respondre.—METINGHAM. Responet sy coe fut par la defaute le tenant ke le Jugement ne fut pas parforny en tot ou nun, ou responet outre.—*Mutford.* Sire, qant nus portames nostre bref ver ly, yl dyt ke yl trova sa Esglise seysy de ces tenements, e pria eyde [de] le Esveke e de le patron saunz les queus &c.; e entant granta yl ke yl fut tenant de nostre demaunde; e yssy, sy com nus entendom, yl ne put nent plus alegger ore nun tenure ke yl ne freyt apres un garrant vocher; e demaundom Jugement sy yl ne deive respondre.—*Heyham.* Vus deytes vostre talent; nus ne priames nul eyde, mes nus deymes ke nus ne purriom nent respondre sanz le Evesce &c. —*Spigornel.* Par Seynt Nicole, en taunt priates vus eyde.— METINGHAM. Responet outre.—*Warwyke.* Syre, desicom yl ad cunte ke sun ancestre fut seysy en son demene de tote sa demaunde, coe est a saver de treis .C. e .XXX. acres de tere, e yl ne fut fors tenant par sa garrantye qant a les treis .C. acres, e nent seysy en son demene, Jugement del Conte; e sy vus agardez ke yl par sa garrantye fut seysy en son demene, nus respondrom assez.—METINGHAM. Ore vus. —*Spigornel.* Coe est tot de coste; responet sy yl fut seysy en son demene cum de fe e de dreit sy com nus avum cunte, ou nun. —METINGHAM. Yl porreyt estre seysy devant ke yl garantit e pus e en son demene del tot mut ben; responet outre. — *Warre.* Syre, devant ses oures sy portames nostre bref de utrum ver Adam son frere, de ky seysine yl demande &c., e ver B. C.; e[1] B. C.[2] voucherrunt a garrantye Adam son frere ky[3] garrantit; la Jure passe contre ly, e le Jugement por ly: apres coe B. le persone fit a saver au Roy cete chose; e pur coe ke le Roy trova error en le Jugement, ke ne fut pas acordant a la Jure, fit adresser le

A.D. 1294.

[1] MS. A.
[2] The MS. adds D.
[3] MS. ly.

A.D. 1294. gave judgment for Benedict the parson; by which judgment the seisin of Adam his ancestor was extinguished; which judgment still stands in force: we pray judgment if he can now demand anything on his ancestor's seisin which was extinguished by a judgment which still stands &c.—*Spigornel.* This is a writ of Right, and we have offered suit and proof, the judgment whereon is final and for ever; but in a writ of Utrum one may bring an Attaint on the Jury; judgment if he ought not to answer to our suit and proof.—*Warwick.* We must first of all, before you allege it, be agreed as to the judgment in the writ of Utrum.—METINGHAM. Admit first of all the judgment, so that you may be at one, and then say that.—*Spigornel.* There is no need.—METINGHAM. There is.

§ . . .[1] whereof memory runs not &c.; so he can not raise a pillory to our disheritance.—*Inge.* Sir, inasmuch as he can not deny that he came with force &c., and can not deny the grant of King Henry by this charter, and can not deny that this is a franchise appendant to a fair and market, and our charter grants that we are to have a fair with all the franchises &c., we pray judgment. —*Heyham.* The date of your title is of the time of King Henry, and you have never erected a pillory until now: see how you have kept alive your charter.—*Inge.* What do you intend by that?—*Heyham.* I would vacate your charter; for you have never had seisin thereunder.—*Inge.* We have been seised of the main matter *i.e.* the fair &c.; and that is sufficient evidence of seisin of what is an appendant.—*Heyham.* We have been seised from time whereof memory runs not &c.; but you have been seised only from the time of King Henry; and of the main thing, and not of the pillory; so, our title is older than your title. And on the other hand, King Henry could not grant a franchise to our prejudice; and

Quare vi et armis.

[1] § William Benet brought the "Quare vi et armis" against Robert de Tettishale and counted, according to the form of his writ, that whereas the King had by his charter granted to him the franchise of having a market in his vill of &c. on every Wednesday and Saturday, and the franchise of a fair once a year at the feast of St. John lasting four days, together with all franchises and free customs belonging to a fair and a market, there came the said Robert with force and arms by night and threw down a pillory which he (William) had erected, and carried away the timber tortiously &c.—*Hyham.* We avow the throwing down, (but we carried nothing away,) by reason that we and our ancestors have been seised of the hundred of that place, and of the view of frank-pledge, and of the amends for breach of the assise of bread &c., in the same vill from time——

Jugement, e dona Jugement pur Benet la persone, par queu Jugement la seysine Adam son ancestre fut esteynt, le queu Jugement esta uncore en sa force; demaundom Jugement sy ore pusse ren demaunder de la seysine son ancestre ke fut esteynt par Jugement ke uncore &c.—*Spygornel.* Coe est un bref de dreit, e avum tendu sute e dreyne, ke est Jugement final a tous jours; mes en bref de utrum sy put home porter ateynt sur la jure; Jugement sy yl ne deive respondre a nostre sute e dereyne.—*Warwyke.* Y covent a deprimes, eynz ke vus aleggez, ke nus seom a un qant a le Jugement en le bref de utrum.—METINGHAM. Grantez le Jugement a deprimes, yssi ke vus seez a un, e pus deytes cel.—*Spigurnel.* Coe nest mester.—METINGHAM.—Sy est. A.D. 1294.

§ . . [1] dunt memorie ne court; dunt yl, a le desherytyson de nus, pyllorye ne pout lever.—*Inge.* Syre, desicom yl ne dedyt mye ke yl ne vynt a force &c., e ne put dedyre le grant le Roy Henri par cete chartre, e ne put dedyre ke coe nest une fraunchise pendaunt a feyre e a marche, e nostre chartre veut ke nus eums feyre oue tote les franchices &c., e demaundom Jugement.—*Heyham.* La date de vostre title sy est du Roy Henri, e vus ne levastes unkes pillori jekes ore; agardez coment vus avez continue vostre chartre.—*Inge.* Quey volez vus de coe?—*Heyham.* Joe voyle voyder vostre chartre; kar vus ne avyez unkes seysine.—*Inge.* Nus avum este seysi del gros de la feyre &c.; e coe suffit por la seysine de la apendant.—*Hyham.* Nus avum este seysi del tens dunt memorie ne court, mes vus navez este seysi fors del tens le Roy Henri, e de gros, e nent du pillory; dunt nostre title est eyne de voutre title. E de autre part, le Roy Henry en prejudice de nous ne vus pout

[1] The commencement of this case was found at fol. 307 of the MS., thus—

§ Un A. porta le quare vi et armis ver B. e conta, solom la fourme de son bref, ke la ou le Roy luy aveyt grante par sa chartre franchyse de aver marche en tele sa vyle par mekeredye e par samedy, e franchice (Robert de Tettishale defendi Willem Benet pledant) de feyre une feez par an al feste de seyn Jon durent iiij. jours, ensemblement ove tote les franchises e franche costumes a feyre e a marche apendant, la vint memes cely B. od force e od armes de nutandre e abatyst un pyllory le quel yl aveyt leve e le meryn enporterent, atort &c.—*Hyham.* Nus avoum labatement; mes ren nenportames; e par la resone ke nus e nos* ancestres avum este seysy del hundred de tel leu e de vewe de franc plegge e de amendement de assyse enfreynt de payn &c. en meme ly vyle, de tens—— Quare vi et armis.

* MS. vus.

A.D. 1294. we pray judgment.—*Inge.* It may be that you ought to have the amends for bread and ale by amercing those who break the assise thereof, as pertaining to a hundred, on days other than fair-days or market-days, and that we ought to have the amends as appendant to a fair in fair-time and market-days, together with a pillory. And on the other hand, we have been seised of the amends for bread and ale; and this we will aver. — *Heyham.* Our seisin is of elder date, and we pray judgment.— *Gislingham* to *Heyham.* Have you been seised in market-time and fair-time of the amends &c.? — *Heyham.* Yes, Sir, when we have holden the hundred of C. And on the other hand, if it were presented at the leet which Robert of Tatteshale holds in fee farm of the King that G. had broken the assise of bread &c. and that William had taken the amends, thereby he would not be quit to us; so it follows that you have not the amends of bread &c.; and we pray judgment. — METINGHAM. Toll and stallage are appendant to a fair and to a market, and the amends of bread and ale and a pillory belong to the Crown; and Robert has the estate which the King had; and the King can not grant anything to the prejudice of his fermor; and William claims a higher estate than what the King granted to him; therefore we will ascertain from the King what we are to do. Keep your days &c.

Writ of Account.

§ One A. brought a writ of Account against B., asking that he should render to him an account for the time during which he (B.) was bailiff of the manors of A. and B. and C.—*Gosefeld.* On this writ he ought not to be answered; because this writ is directed to the sheriff of C., and the manor of C. is in the county of B.; and we pray judgment. — *Inge.* Answer if you were bailiff of the manors of A. and B. in the county of C.—*Gosefeld.* On your bad writ you ought not to be answered; for your writ and your count suppose

granter franchices; e demaundom Jugement.—*Inge.* A.D. 1294.
Put estre ke vus devez aver amendement de payn e de serveyse, aussy com apent a hundred, en autre tens ke en jour de marche ou feyre, cum en amercyer seus ke enfreint lassyse, e ke nus eums le amendement, sicom apent a feyre en tens de feyre e jor de marche, oue le pyllorye. E de autre part, nus avum este seysy de la amendement de payn e de serveyse; e coe volum averer.—*Heyham.* Nostre seysine est del eyne date, e demaundom Jugement.—*Gissinlingham a Hyham.* Avez este seysy en tens de feyre e de marche de amendement &c.?—*Heyham.* Syre, oyl, qant nus avum tenuz le hundred de C. E de autre part, sy yl fut presente a la lete, ke Robert de Tetyshale teynt en fee ferme du Roy, ke G. ut enfreynt le assyse de payn &c., e Willem ut pris les amendes, par tant ne serreit yl ja le plus quites en ver nus; dunt yl ensut ke vus ne avez pas les amendes de payn &c.; e demaundom Jugement. —METINGHAM. Tounage e estaylage apent a feyre e a marche, e de amendement de payn e de servise e pyllori a la coroune; e Robert ad le estat le Roy; e le Roy ne put ren granter de prejudice de son fermer; e Willem clayme plus haut estat ke le Roy luy granta: par quey saverum de Roy quey nus est a fere: agardet vos jours.

§ Un A. porta un bref de aconte ver B. ke luy rendysyt aconte del tens ke yl fut son baylyf de les maners de A. B. C.—*Gosefeld.* A cety bref ne deyt yl estre respondu; pur coe ke coe bref vet a le Viconte de C., e le maner de C. est en le cunte de B.; e demaundom Jugement.—*Inge.* Responet a coe sy vus futes baylyf des maners A. e B. en le cunte de C.—*Gosefeld.* A vostre mauveys bref ne devez estre respondu; kar vostre bref e vostre conte supposse ke le maner de C. est

Bref de Aconte.

A.D. 1294. that the manor of C. is in the county of C., whereas it is in the county of B.—*Inge.* I will prove to you that you ought to answer &c.: for if I were to bring a writ of debt against you for 100*l.*, directed to the sheriff of London, and the contract as to 50*l.* was made in London and the contract as to the other half was made in the county of Oxford, you would have to answer for the 50*l.* in respect of which the contract was made in London; so in the present case.—*Hertpol.* If we were to put ourselves on an Inquest, where should they be summoned?

Quare Impedit.

§ One Alice who was the wife of W. brought the Quare Impedit against Beatrix, for that she disturbed her from presenting &c. to the church of C. &c.; and tortiously for this that one Richard was seised of the manor of C., and enfeoffed one William, husband of the said Alice, of half a carucate of land with the advowson of &c., and that William was seised by virtue of Richard's conveyance; and that, after William's death, his son Walter was under age and in ward of the King; and the King assigned to her that advowson in satisfaction of her dower.—*Hyham.* Richard was seised of the manor of C. with the appurtenances; and, after Richard's death, Roger his son and heir entered and assigned as dower to B. the third part of the manor with the [right of presentation on the] third vacancy; and because Roger presented last, and this is the third vacancy, it belongs to her (Beatrix) to present; and thus she has done no wrong, and we pray judgment.—*Alice.* The King assigned to us that advowson &c.; we pray aid of the King.—*Heyham.* You can not have aid, because you are not seised; no one can pray aid except in respect of a thing whereof he is seised; so, aid &c.—*Alice.* It must be done; for, if we were to lose, we should recover in value from the King. And on the other hand, the King would lose, for the reason that if I were to die the dower would return to the King as

en le cunte de C., la ou yl est en le conte de B.—*Inge.* A.D. 1294. Joe vus priuf ke vus devez respondre &c.: kar sy joe portasse bref de dette ver vus de .c. livers a le viconte de Lundres, e le contrat de les .l. livres fut fet en Luyndre', e del el le contrat fut fet en le conte de Oxinford, vus respoundreyez de les .l. livres dunt le contrat fut fet en Luyndre: aussy par de sa.—*Hertpol.* Sy nus le meysom al enqueste ou serreit ele somunz?

§ Un Alice ke fut la femme W. porta le quare impedit ver Betrix, pur coe ke ele luy destourbe presenter &c. a la esglise de C. &c.; e pur coe atort ke un Ricard fut seysy del maner de C. e feffa un Willem baron meme cele A. de une demye acre de tere oue la awoweson &c.; e Willem seysy de les Ricard; apres la mort Willem, Water son fyz deinz age e en la garde le Roy; e le Roy luy assingna cel avoweson en alouance de son dowere.—*Hyham.* Ricard fut seysy del maner de C. od les apurtinances; e apres la mort Ricard, Roger fyz e heyr entra e ensingna en dowere a B. la terce partye del maner od la terce voydaunce; e pur coe ke Roger presenta drein, e coe est la terce voydance, dunt yl apent a luy presenter; e issy nad ele fet nul tort, e demaundom Jugement.—*Alice.* Le Roy nus assingna cel awoweson &c.: prium eyde de Roy.—*Heyham.* Eyde ne devez aver, pur coe ke vus nestes pas seysi; e nul home ne put prier eyde fors de chosse dunt yl est seysy; par quey eyde &c.—*Alice.* Yl covent; kar sy nus perdisomes, nus averyoms a la vaylaunse du Roy. E de autre part, le Roy perdereyt par la resone ke sy joe fusse mort le dowere retorne- Quare Impedit.

A.D. 1294. guardian; and inasmuch as the King would be a loser we pray judgment if we ought not to have aid.

Mordancester. § A. and B. and C. and D. brought a writ of Mordancester against T. in the county of Wilts.—*T.* vouched to warranty a man of a foreign county; wherefore the plea was adjourned here into the Bench at the Octaves of St. Michael, at which day the two demandants made default and would not sue; the other two parceners caused themselves to be essoined, and made continuance of the plea without their parceners who would not sue, whereas they ought to have sued out a writ to summon the two others to prosecute their right until they were by judgment severed from their parceners; for after the summons they would have been severed by judgment. At the Octaves of St. Hilary in the ensuing year the tenant by his warranty came and prayed judgment if he ought to answer, inasmuch as, as to the two parceners, the plea was without continuance.—*Hyham.* It is to your advantage that we have not sued [a summons] against them and that they be not now summoned; for we should thereby have the benefit of an adjournment to another day. And on the other hand, they appeared in court by their essoin; wherefore it seems to us that we ought not to sue it against them.—METINGHAM. You ought continually to have sued until that by judgment you had been severed. And for that we find the plea to be without continuance as to the two parceners, and they are not severed by judgment, the Court doth award that you take nothing by your writ.

Writ of Wardship. § Ralph de Bleol brought a writ of Wardship against Sir Edmund Earl of Cornwall and demanded the wardship of the son and heir of Thomas de Arche &c., for the reason that he (Thomas) held of him by homage

reyt[1] au Roy com a gardeyne: e desicom le Roy serreyt perdant, demaundom Jugement sy eyde ne devum aver. A.D. 1294. Nota.

§ A. B. C. D. porterunt un bref de mordauncestre ver T. en le cunte de Wiltone. — *T.* vocha a garaunt un home de un foreyn cunte; pur quey le play fut ajornee seynz en bank as utavs de la Seynt Michel, a queu jour les deus demandants fyrent defaute e ne voleyent nent suyre; les autres deus parceners se firent assoner, e firent continuance du play sanz lur parceners ke ne voleynt nent suyre, par la ou eus memes dusunt aver suy bref de somundre le deus a suyre lur dreit sy la ke par Jugement usent este deseverez de lur parceners; kar apres la somuns sy ducent yl aver este deseverez par Jugement: as hutaves de la Seynt Hilari le an procheyn suyant vint le tenant par sa garantye e demanda Jugement sy yl deyve a eus respondre, desicom le play fut saunz continuance en dreit de les deus parceners. — *Hyham.* Coe est a vostre avantage ke nus navum mie suy vers eus e seyent ore somunz; e nus avent de coe avantage de la jorne de un jour. E de autre part, yl apparurunt en court par ensoine; par quey yl nus semble ke nus ne dusum nent plus suyre. — METINGHAM. Sy dussez touz jours, sy la ke par agarde usez este deceverez. E pur coe ke nus trovoms le play sanz continuance de deus parceners e nent deseverez par Jugement, sy agarde &c. ke vus pernez rens par vostre bref.—Feoffatus fuit de serviciis; et hoc est notabile ut patet in fine.[2] Mordancestre.

§ Rauf de Bleol porta un bref de Garde ver Sire Edmund Cunte de Cornewayle, e demaunda la garde de le fyz e le heyr Thomas de Arche &c., par la resone ke yl tint de ly par homage e par service de chevaler; Bref de Garde.

[1] MS. recovereyt.

[2] This Latin note refers apparently to the next case.

A.D. 1294. and by knight's service, and that he was seised of his homage &c.; and that so, the wardship belongs to him &c.—*Inge.* Whereas you count that you were seised of his homage and of his services, we say—Never seised, ready &c. — *Hertpol.* Your answer does not go far enough; for our writ states that he held of us by knight's service; therefore you must answer if he held of us by knight's service or not. — *Hyham.* Since we are at issue with you it is sufficient for us; now you say that he held of you &c., and that you were seised of his homage, which gives a tenant; but we will aver that you were not ever seised &c., and we pray judgment.—*Hertpol.* We are pleading in a Writ of Wardship, and you do not answer in the Right; for although we had not mentioned the seisin, yet you must answer to this writ of Right; and inasmuch as we have counted against you in the Right, which you do not deny, we pray judgment of you as undefended.—*Inge.* Since he has counted that he was seised of the homage, we will aver the contrary, if you so award; if not, we will answer over. — *Hertpol.* Escuage is the principal, and draws to it homage and relief &c.; then, since we will aver since he was our tenant by escuage, which is the principal, we pray judgment if by saying that we were not seised of his homage he can bar us of the wardship.—*Auger.* Service is the medium between the lord and the tenant, and binds each to the other; then, if the tenant does not perform the service to the lord, the lord can not say that he was his tenant; now, inasmuch as Thomas never performed to you the services, you can not say that Thomas was your tenant.—*Hertpol.* Seised of his homage, ready &c.—And the other side said the contrary.—So &c.

Replegiare. § One A. brought the Replegiari against B., saying that he had tortiously taken his beasts of the plough in his pasture of C.—*B.* avowed the taking good; for

e dunt yl fut seysy de son homage &c.; e yssy la garde a luy apent &c. — *Inge.* Par la ou vus contet e ke vus futes seysy de son homage e de son service, unkes seysy, prest &c.—*Hertpol.* Vus responet tro poy; ke nostre bref veut ke yl teint de nus par service de chevaler; pur quey vus respondrez sy il teynt de nus par service de chevaler ou nun.—*Hyham.* De pus ke nus sumes contrariant a vus, assez nus suffit; dunt vus deytes ke yl tint de vus &c., e fut[es] seysy de son homage, ke doune tenant; nus volum averer ke vus ne futes unkes seysy &c., e demaundom Jugement.—*Hertpol.* Nus pledom bref de dreit de Garde, e vus ne responet mye en le dreit; kar, tot nussom nus fet nul mensyon de la seysine, yl covendreyt respondre a ceti bref de dreyt; e desicom nus avum cunte ver vus en le dreit, le quel vus ne dedytes nent, dunt nus demaundom Jugement de vus cum de nun defendu.—*Inge.* De pus ke yl ad cunte ke yl fut seysy del homage, e nus vus volom averer le revers sy vus agardet; si nun, dyrrum outre.—*Hertpol.* Escuage est principal, e tret a ly homage e relef &c.; dunt desycom nus voloms averer ke yl fut nostre tenant par escuage, ke est principal, demaundom Jugement sy par tant dire ke nus ne fumes nent seysy del homage nus pusse barrer de la garde.—*Aug°.* [*Inge?*] Service est meen entre seynur e tenant, e lye chekun a autre; dunt sy le tenant ne fyt service a son seinur, sy ne pout pas le synur dire ke yl estout son tenant; dunt desycom Thomas ne fit unkes a vus les services, vus ne poez dire ke Thomas fut vostre tenaunt.—*Hertpol.* Seysy de son homage, prest &c.: e les autres le revers. Ideo &c. A.D. 1294.

§ Un A. porta le replegiare ver B., ke atort aveyt pris ses avers en sa pasture de C.—*B.* awoua la prise Replegiare.

A.D. 1294. the reason that he found the beasts in C., in his several pasture &c., where there was no common pasture but only what he allowed from year to year for a money consideration; and so (said he) we avow the &c.—*A.* Ready to aver that it is our common pasture.—And the other side said the contrary.

Voucher to warranty. § One J. bought land to hold to him and his heirs &c.; and when he had done this he aliened to one Robert a carucate of land which was the right of his wife, and bound to warranty all the lands which he had purchased, and then he died; after his death came Walter Gilling his son, and entered on the tenements which his father had purchased, and afterwards, fearing that they were bound to warranty, aliened them to another (*i.e.* Andrew). Then came the woman and brought her writ of Entry "Cui in vita" against the tenant Robert. Robert vouched Andrew to warranty. —*Andrew.* Why do you vouch me?—*Robert.* We vouch you for the reason that one J. sold to us these tenements and bound to warranty his manor of C. into whose hands soever it should come; and you are tenant of this manor; and thus we vouch you.—*Robert.* Sir, we think that when one desires to vouch, he must vouch by reason of the person and not by reason of the tenement: for if he should vouch by reason of the tenement, he should say thus; "I vouch to warranty "the manor of such a place which is bound to me in "warranty and of which such an one is tenant;" and he has vouched us by reason of the tenement and not by reason of the person: so we pray judgment of this bad voucher.—*Warwick.* Leave to imparl; for God's sake, Sir.—He obtained it with difficulty. They went out and returned.—*Warwick.* Sir, we vouch to warranty, by aid of this Court, Walter de Gilling son and heir of J., and by this charter.—Walter de Gilling entered into warranty thus:—Sir, I will willingly

bone; par la resone ke yl trova ses avers en C. en son several &c., par la ou yl nad nule comune pasture fors com yl ad alowe de an en an pur ces deners; issy avowum &c.—*A.* Prest de averer ke soe est nostre comune pasture.—Lautre le revers. A.D. 1294.

§ Un J. eschata une tere a ly e a ses heyrs &c., e kant yl aveyt coe fet, sy alyena le dreit sa femme une carue de tere &c. a un Robert, e oblyga touz les tenements ke yl aveyt purchace a la garrantye, e pus morut; apres sa mort vint Water Gillinge son fyz, e entra les tenements ke son pere purchasa, e pus apres, por dowte ke yl furent obligez a la garrantye, les alyena a un autre. La femme pus veint e porta son bref de entre cui in vita &c. ver le tenant Robert. Robert vocha a garrantye Andreu.—*Andreu.* Pur quey moy vouchez?—*Robert.* Nus vus vochum par la resone ke un J. vendy a nus ces tenements, e oblyga son maner de C. a la garrantye en ky mayn le maner devinsit; e vus estes tenant de coe maner; e issy vus vochum nus.—*Robert.* Syre, nus entendum ke la ou un home veut vocher yl ly covent vocher par la resone de la persone e nent par la resone deu tenement; kar sy il devereyt vocher par la resone deu tenement, si covendreit issi dire—joe voche a garrantye le maner de tel luy ke mey est oblige a la garantye, dunt un tel est tenant; e yl nus ad voche par la resone del tenement, e nent par la resone de la persone; dunt demaundom Jugement de coe mauveys vocher.—*Warwyke.* Sire, cunge de enparler; pur dee, Sire:—a peine aveit: ysserunt e revindrent.—*Warwyke.* Sire, nus vochum a garrantye, par eyde de cete court, Water de Gyllinge fyz e heyr J., e par cete chartre.—Water de Gyllinge entra en la garrantye yssy: Sire, volun- Garrant Voucher.

A.D. 1294. warrant and willingly recompense in value when any thing shall have descended to me from my father; and I yield up the tenements to my mother, inasmuch as I am tenant by my warranty.—METINGHAM. Robert, sue out a judicial writ against Walter when you see that any thing has descended to him from his father.

Cessavit. § Robert de B. brought the Cessavit against Adam. Adam disclaimed holding of him and prayed judgment. —[. . .] (for Robert). You ought not to be received to that, because you are not in a writ of Customs and Services, neither do we demand any service from you by this writ: for this writ is given to demand the land on account of the cesser of the services whereof we were seised &c.; therefore you can pay the services, and find surety for the arrears before judgment given: so we demand that you answer as to our seisin.—*Gosefeld.* The cause of your writ is that we held of you; now we say that we hold nothing of you; ready &c.

Writ of Trespass "quare vi et armis." § One A. brought a writ of Trespass &c., and said that he (Robert) came with force and arms, and his goods, to the value of forty shillings, took &c.—*Robert* said that he neither came with force nor took &c.; but that a man was killed at such a place, and the Coroner held an Inquest by virtue of his office, and that A. was indicted for the killing &c.; and the Coroner delivered to us his chattels &c.—*Hertpol.* You say too little; you ought to say that the Coroner delivered them to you at a certain price &c.—He was repelled from that objection.—*Hertpol.* You took them before the Coroner came, ready &c.—And the other side &c.

Covenant. § One A. brought a writ of Covenant against B. for seven acres of land, and said that he wrongfully did not perform his covenant &c.; and tortiously for this

ters garraunterey e volunters fray a la value qant rens moy seyt dessendu de par mun pere; e renk les tenements a ma mere desicom joe suy tenant par ma garrantye. — METINGHAM. Robert, suez bref de Jugement sur Water qant vus veez ke ren luy sey dessendu de par son pere. A.D. 1294.

§ Robert de B. porta le cessavit vers Adam.—Adam declama tenir de ly, Jugement.—[. . .] (pur Robert). A coe ne devez estre ressu, pur coe ke vus neytes pas a un bref de costumes e services, ne nus demandum nul service de vus par cety bref: kar cety bref est done a demaunder la tere pur le sesser des services dunt nus fumes seysy &c.; pur quey vus poez payer les services e trover la seurte des arrerages devant Jugement rendu: dunt demaundom ke vus responez a nostre seysine.—*Gosefeld.* La cause de vostre bref est ke nus tenum de vus &c.; dunt nus dyoms ke nus ne tenums rens, prest &c. Cessavit.

§ Un A. porta bref de trespas &c., e dyt ke yl R. vint ad force e armes e ces bens a la vaylaunce de .xl. soz prist &c.—*Robert* dyt ke yl ne vint a force e ke yl ne prist &c., mes un home fut oscys en tel leu, e le coroner prit lenqueste de son offyz, e A. fut endyte de sa mort &c.; e le coroner nus lyvera ces chateus &c.—*Hertpol.* Vus dytes tropoy; kar vus dussez dire ke le coroner vus les delyvera a certeyn pris &c. De coe fut chace outre.—*Hertpol.* Ke vus le preytes devaunt ke le coroner vint, prest &c.—Et alii &c. Bref quare vi et armis.

§ Un A. porta un bref de covenaunt ver B. de .vii. acres de tere, e dyt ke atort ne ly tent covenaunt &c., e pur coe atort ke la ou memes cely bayla .vii. acres Covenant.

A.D. 1294. that whereas the said A. delivered to B. seven acres of land in N, so that B. might assart seven acres of his own land and then give back the seven acres &c.: and to shew the covenant he put forward a writing.—*B.* On this writ he ought not to be answered; because it is a writ of Covenant, in which he ought to count that he was seised &c.; and he does not count of his seisin: and we pray judgment.—*Asseby.* It is only necessary to state that he has gone against the covenant, which he has broken, in opposition to his deed. —METINGHAM. B., answer.—*Hertpole.* Again, he ought not to be answered; for this is a writ of Covenant by which he intends to recover the freehold.—*Anger.* Admit that the covenant was such, and afterwards say that.—THE JUSTICE. Answer; is it your deed, and was the covenant such?—*B.* Not his deed; ready &c.—And the other side said the contrary.—So &c.

Quare vi et armis.

§ One Adam brought a writ of Trespass against the Bishop of C. and B. and C., saying that tortiously with force &c. they had taken his chattels; and the Bishop &c. denied that they came with force; but they said that Adam was bound to D. in thirty marks by a recognizance made in Chancery, by reason whereof a writ issued to the Sheriff of C. to levy the thirty marks; and that the Sheriff returned that he (Adam) had not any lay fee whereby he could be distreined; whereupon a writ issued to the Bishop directing him to cause to be levied &c.; and he by virtue of the command levied one hundred shillings and sent them into the Chancery together with the return on the writ; and thereof he vouched to warrant the Chancery Roll.—*Adam.* After the return of the King's writ they took with force &c. our chattels &c. to the value of &c., and after he had levied the hundred shillings; ready to aver it.—And the other side said the contrary.

de tere en N., issy ke memes cely B. freyt assarter .vii. acres de sa tere demene, e pus ly deveroyt memes le .vii. acres bayler &c.; e del covenaunt bota avant un escrit.—*B.* A coe bref ne deyt estre respondu; pur coe ke coe est un bref de covenaunt, en queu bref yl deyt conter ke yl fut seysi &c.; e yl ne conte nent de sa seysine: e demaundom Jugement.—*Asseby.* Coe nest mester fors contre le covenaunt le quel yl aveyt enfreynt encontre son fet.—METINHAM. B. responet.—*Hertpol.* Uncore ne deyt yl nent estre respondu; kar coe est un bref de covenaunt par queu bref yl bye recoverer franc tenement; dunt demaundom Jugement sy par cety bref franc tenement pussent demaunder —*Ange.* Conussez ke le covenaunt fut ycele, e pus deytes coe.—JUSTICE. Responet, est coe vostre fet, e sy le covenaunt fut ycele?—*B.* Nent e son fet, prest &c.—Et alii e converso. Ideo &c. A.D. 1294.

§ Un A. porta bref de trespas ver le esveske de C. e[1] B. e C. ke atort e a force &c. pristrunt ses chateus; e le Esveske &c. defendirunt ke yl ne vindrent a fors, mes A. fut tenu a D. en .xxx. mars par reconisaunce fet en le chanselerye, pur quey bref yssyt a viconte de C. a lever les .xxx. mars: le viconte retorna ke yl naveit nul lay fee par quey yl pout estre destreint; dunt bref yssyt a la Esveske ke yl feyse lever &c.; e yl par commaundement &c. leva .c. soz e les manda a la Chanselerye oue le retorn deu bref; e de coe vocha le Chancelere a garrantye.—*Adam.* Ke yl pus[2] le retorn le bref le Rey[3] pristrent a force &c. no chateus &c. a la vaylance &c., e pus ke yl leva les .c. soz, prest de laverer.—E lautre le revers. Quare vi et armis.

[1] MS. e a B.
[2] MS. pur.
[3] MS. Ro.

A.D. 1294. Entry. § One Alice brought a writ of Entry against B. &c., saying that she had leased the tenements to him in consideration of marriage &c.—*B.* Sir, she ought not to be answered; she leased the tenements to us unconditionally by this charter; and we pray judgment. —*Aunger.* You must answer whether the land was or was not given in consideration that you were to marry her.—*Gislingham.* Answer as to the cause.—*Asseby.* We were not enfeoffed on that account; ready &c. — And the other side said the contrary.—So &c.

Writ of Attachment. § Several persons who were tenants of the Ancient Demesne, and who at a certain time were the King's men within the Ancient Demesne, brought a writ of Attachment against the Abbat of C., which Abbat held the Ancient Demesne at a fee farm, and complained that he distreined them for customs and services other than what they ought to do, or what their ancestors had been used to do when the said Ancient Demesne was in the King's hands; for that whereas they at that former time held by certain services, (and they specified the services,) yet he had distreined them for other services &c., and taxed them high and low at his pleasure, and made them pay ransom for their flesh and blood, whereas they and their ancestors in the time of William the Bastard held by fixed service of the King down to the time of King Henry father of our Lord the King &c., and also in the time of King Henry; and yet he had made them do otherwise than they were bound to do or what their ancestors had been accustomed to do in the time of former Kings; to their damage &c. — *Hyham.* Sir, we tell you that they are our vileins, and we found our Church seised of them as of our vileins, taxing them high &c.; and we pray judgment if they be answerable.—*Miltone.* Sir, we have counted how their ancestors held by a fixed service in the times of former Kings, when the Ancient Demesne

§ Un Alice porta un bref de entre ver B. &c. ke ele luy lessa causa matrimonii &c. — *B.* Sire, ele ne deit estre respondu ; ele nus lessa simplement par cete chartre ; e demandom Jugement.—*Ange.* Vus respondrez sy la tere fut done pur coe ke vus la dussez esposer ou nun.—*Gissinlingham.* Responet a la cause.—*Asseby.* Nent feffe par cel encheson ; prest de laverer.—E lautre le revers &c.—Ideo &c. A.D. 1294. Entre.

§ Plusours gens de le anciene demene, ke en akun tens furent le gens le Roy del anciene demene, porterunt bref de atachement ver le Abbe de C., le quel abbe tynt a fee ferme le anciene demene, e se pleynderent ke yl les destreint pur autris costumes e services ke fere deyvent ou lur ancestres fere soleyent en tens qant lanciene demene fut en la meyn le Roy ; par la ou yl teyndrent a tel oure pur certeyne service, e noma les services, la yl les aveyt destreint pur autre services &c., e eus tayle haut e bas a sa volunte, e fet rechat de char e de sank, la ou yl e lur ancestres en le tens Willem Bastard teyndrent pur certeyne du Roy jeques al tens le Roy Henri, pere nostre seynur le Roy &c., e en le tens le Roy Henri, uncore ke yles aveyt fet fere autrement ke fere devereyent ou lur ancestres fere soleyent en tens des autres Roys, a lur damages &c.—*Hyham.* Sire, nus vus dioms ke yl sunt nos vyleynz, e nus trovamus nostre Eglyse seysy de eus cum de nos veleyns a tayler haut &c. ; e demandom Jugement si yl seyent responables. — *Miltone.* Syre, nus avum cunte coment lur ancestres tyndrent pur certeyn en tens des autres Reys, qant le anciene demene fut Bref de Atachement.

A.D. 1294. was in the King's hands, and that he has distreined them &c.; to which they answer not; we pray judgment.—*Hyham.* As before.—*Tiltone.* First of all admit that they are of the Ancient Demesne, and then say that.—METINGHAM. It might be that they or their ancestors were immigrants who changed their estate, and that they were not of the blood of those who previously held of the King by a fixed &c. as sokemen; and that would be a different thing.—*Tiltone.* Sir, we will aver that they are of the Ancient Demesne, and that they are of the same blood of the sokemen who previously held of the King, and that they held by a fixed service; and we pray judgment, if they refuse &c.—*Hyham.* As before. —*Spigurnel.* Sir, there are three kinds of men, viz. a free man, a vilein, and a sokeman of the ancient demesne who is of a condition between the two others: for it follows that if one is a sokeman he is not a vilein.—*Hyham.* That is a false consequence; for the converse may be said. — METINGHAM. When their ancestors held &c. by a certain &c. from the time of William the Bastard until &c., and then you and your predecessors made them attorn to you and do services other than what their ancestors were accustomed to do &c., think you that you thereby changed the estate which the sokemen their ancestors had? Not so: answer over.—*Hyham.* Sir, whereas they have counted that their ancestors who were sokemen of the King's Ancient Demesne in the time of William the Bastard were always quit for a certain service, and were so in the times of King Richard and King John, and also in the time of King Henry until &c. (as above), Sir, we tell you that we found our Church &c., and we were seised of them &c. in the time of King Henry, and G. our predecessor was seised &c. in the time of King John, ready &c.; whereupon we pray judgment of his bad count.—*Spigurnel.* That is no answer as to us: answer whether they be of the Ancient Demesne or not; and

en la meyn des Roys, e ke yl les ad destreint &c.; a quey yl ne respount nent: Jugement.—*Hyham.* Ut prius.—*Tiltone.* Grantez a deprimes ke yl sunt de le anciene demene, e pus deytes cel.—METINGHAM. Yl purreyt estre ke eus ou lur ancestres furunt adventyz ke chaungerent lur estat, e nent del sank seus ke avaunt tyndrent du Roy par certeyne &c. com sokomans; e coe serreit autre chose.—*Tyltone.* Sire, nus volom averer ke yl sunt del anciene demene e de meme les sank des sok[mans] ke devant teyndrent deu Roy, e ke yl teyndrent par serteyne service; e demaundom Jugement, sy yl refusent &c.—*Hyham.* Ut prius.—*Spygurnel.* Syre, yl y unt treys maneres des gent, franc home, e vyleyn, e sokemon ke est meen del anciene demene; kar yl ensut sokemon dunt nent velyn.—*Hyham.* Coe est un mauveys consequent; kar e converso similiter.—METINGHAM. La ou lur ancestres teyndrent &c. par certeyn &c. del tens Willem Bastard jekes &c. ke vus e vos predecessours atorner les fyrunt autre service fere ke lur ancestres fere soleyent &c., quidet vus par tant le estat ke les soky lur ancestres aveyent &c.? nanyl; responet outre.—*Hyham.* Sire, la ou yl unt cunte ke seus ke furunt lur ancestres soky del anciene demene le Roy en tens Willem Bastard tote veyr furunt quites pur certeyn service, e en tens le Roy Ricard e Jon, e uncore en tens le Roy Henri jekes &c., ut prius, Sire, nus vus dium ke nus trovames nostre Eglise &c., e nus seysy de eus &c. en tens le Roy Henri, e G. nostre predecessour seysy &c. en tens le Roy Jon, prest &c.; par quey demaundom Jugement de son mauveys cunte. —*Spigurnel.* Coe est nul response qant a nus: responet, sunt yl del anciene demene ou nun, e pus

A.D. 1294.

A.D. 1294. then say that.—*Hyham.* I have seen a challenge to a bad count received for an answer.—*Hertpole.* Sir, they intend by this writ to recover damages for the tort which commenced in the time of King Henry; and we offer to aver that our predecessors were seised of them &c. in the time of King John, which is higher up, and that we have been seised ever since down to the present time; therefore they can not recover damages by this writ. Judgment if they ought to be answered.—*Spigurnel.* Then will you say that the tort commenced in the time of King John.—*Hertpole.* As before.—*Spigurnel.* That is nothing to us. Are they of the Ancient Demesne or not?—METINGHAM. Answer if they be of the Ancient Demesne &c.—*Warwick* argued as *Hyham* did before.—METINGHAM. This is their writ of Right in this case; for they can not have a remedy by any other writ: and therefore you must pass on higher up, so that you may have a limitation of the writ of Right. —*Warwick.* Sir, we and our predecessors have been seised of them &c. during the whole of the time of King Richard and ever since, ready &c.—*Spigurnel.* Sir, at a certain time their ancestors the King's sokemen were and were accustomed to be, in respect of the said tenancy, quit for a certain service, to-wit for &c.; ready to aver it.—METINGHAM. They offer you an averment from the time of King Richard, whereof memory runs not higher, and that is the limitation for a writ of Right: they offer you enough; answer &c.—*Spigurnel.* Sir, we are advised that since they were quit for a certain service in the time of Kings &c., which they (the defendants) deny not, it is sufficient: and we pray judgment.—METINGHAM. Will you accept their averment or not?—*Spigurnel* traversed it, saying that [the defendants and their predecessors were] not &c., ready &c.; and that their (the plaintiffs') ancestors were quit for a certain service, ready &c.—METINGHAM. If we find that they

distes cel.—*Hyham.* Joe ay vuue pur response a cha- A.D. 1294.
langer un maveys cunte. — *Hertpol.* Syre, yl byent recoverer damages par cety bref e pur le tort ke comensa en tens le Roy Henri; e nus volum averer ke nos predecessours furunt seysy de eus &c. en tens le Roy Jon, ke est plus haut, e nus tote veys pus jekes en sa; par quey damages ne pount yl recoverir par cety bref. Jugement si yl deyvent estre respondu. — *Spigurnel.* Dunke volez dire ke le tort comensa en tens le Roy Jon.—*Hertpol.* Ut prius.—*Spigurnel.* Coe est nent a nus: sunt yl del anciene demene ou nun?—METINGHAM. Responet sy il sunt de anciene demen &c. — *Warwyke.* Sicut. *Heyham* ut prius supra ratione pent.—METINGHAM. Coe est lur bref de dreit en coe cas; kar yl ne pount aver remedie par autre bref: e pur coe yl covent ke vus passet plus haut, issy ke vus eez lymytacion de bref de dreit. — *Warwyke.* Syre, ke nus e nos predecessours avum este seysy de eus &c.en tot tens le Roy Ricard e tote veys pus, prest &c.—*Spigornel.* Syre, en akuns tens sy furunt e soleyent lur ancestres soky le Roy de memes la tenance estre quites pur certeyn service, coe est e saver pur &c., prest de laverrer.—METINGHAM. Yl vus tendunt lenverement del tens le Roy Ricard, dunt nul memorye ne curt plus haut, ke est lymitacion de bref de dreit: yl vus tendunt assez; ressevez &c.—*Spigurnel.* Syre, nus est avys de pus ke yl furunt quites pur certeyn en tens de Roys, le quel yl ne dedeynt nent, ke coe suffit: e demaundom Jugement. — METINGHAM: Volet lenverrement ou nun? — *Spigurnel* traversa, ke nun, prest &c.; e ke lur ancestres furunt quites pur certeyn en tens le Roy Ricard, prest.—METINGHAM. Sy

A.D. 1294. were quit for a certain service even on one day in the time of King [Richard] they will recover their estate.

Replegiari. § One Robert brought the Replegiari against one Adam the son of Thomas, saying that tortiously he had taken his beasts in the highway &c.—*Gosefeld (the younger)* avowed the taking good &c. in his fee, for suit &c., on one John, the son and heir of Adam de N., as on our very tenant, of which services we were seised by the hand of Adam his father &c.; and so &c.—*Tiltone.* Answer; did you take them in the highway or not?—*Gosefelde.* Within our fee, ready &c.—*Tilton.* And not in the highway?—*Gosefeld.* Sir, there is no need to say that in this case; because I avow the taking for a certain service, and within my fee, ready &c.—*Tilton.* As before.—METINGHAM. That is not an answer.—*Tilton.* Sir, whereas he avows &c., Sir, we tell you that one Thomas his father, whose heir he is, quit-claimed all the right which he had or might have in the same services to Adam, the father of John, whose estate I have; and by this writing.—*Gosefeld.* Sir, we tell you that we were seised afterwards.—*Tilton.* Not so, ready &c.—*Gosefeld.* He can not get to that; for he is an entire stranger as to us.—METINGHAM. You have your beasts delivered: let them receive the averment of they will.—*Gosefeld.* Sir, that would be wrong; since he is an entire stranger to us.—METINGHAM. It would be a greater wrong that you should have Return of the beasts, and afterwards when they are dead apply for others, if they be not yours.—If they will have Return of the beasts they must accept the averment; and then say the reverse, ready &c.

Note. § Note by *Gosefeld.* If there be a highway going through the lands of a lord, so that his land lie on

nus trovum ke yl furunt quites pur serteyn un jour en tens le Roy il recoverreyent lur estat. A.D. 1294.

§ Un Robert porta le replegiare ver un Adam le fyz Thomas ke atort aveit pris ses avers en la haute estrete &c.—*Gosefeld* le jeuene avoua la prise bone &c., en son fee, pur sute &c., sur un Jon le fyz e heyr Adam de N., com sur nostre veroy tenant ;[1] de ques services nus fumes seysi par my la meyn Adam son pere &c.; e issy &c.—*Tyltone.* Responet, les preytes vus en la haute veye ou nun? — *Gosefelde.* En nostre fee, prest &c.— *Tiltone.* E nent en la haute veye?—*Gosefeld.* Syre, ceo nest mester en coe cas; pur coe ke joe avowe la prise pur certeyn service, e en mun fee, prest &c.—*Tyltone.* Ut prius.—METINGHAM. Coe nent response.—*Tiltone.* Syre, la ou yl vowe &c., Syre, nus vus diom ke un Thomas son pere, ky heyr yl est, quite clama touz le dreit de meme les services ke yl aveyt ou aver pout a Adam pere Jon ky estat joe ay; e par cel escrit.— *Gosefelde.* Syre, nus vus dium ke nus fumes seysy pus. —*Tyltone.* Ke nun, prest &c.—*Gosefelde.* A cete averement ne put yl avenyr; kar yl est tot estrange qant a nus.—METINGHAM. Vus avez vos avers delyvers: reseyvent len averement sy yl vodrunt.—*Gosefeld.* Sire, coe serreit tort; de pus ke yl est tot estrange a nus. —METINGHAM. Greyndere tort serreit sy ke vus ussez retorn de les avers, e pus qant yl furent mort quere autres, sy yl ne seynt[2] vostre assez.—Covendreint resever laverement sy vodreint aver retorn des avers, pus prest &c. Et contrario. Replegiare.

§ Nota par *Gosefelde*, sy yly ad haut chemyn passaunt par my les teres un seynur, issy ke sa tere seyt Nota.

[1] MS. seynur.

[2] MS. feyt. Perhaps it should read *Assez covendreit.*

A.D. 1294. both sides and the highway within his fee, he may well distrein on his tenant there for service &c.; but he can not avow such a distress on any other than his tenant: and thus according to him is the Statute to be construed.

Note. § Note that, if one allege non-tenure as to part, and give a certain tenant as to other part, the writ will abate: but if he can not give a certain tenant, he shall answer as to the part which he holds.

Quare vi et armis. § One A. brought a writ of trespass "vi et armis" against B., and said that he came tortiously &c. and ran in his warren of C. and P., and there took his hares and coneys with force &c.—*Hyham.* Sir, whereas he says &c.,—as to the warren of C. we tell you that we did not come with &c. nor did we take any thing, ready &c.; and as to the other warren in P., we tell you that there are two parts thereof, one part extending from such a place to &c., which is a warren, and that we did not come or take any thing &c., ready &c.; and the other part adjoins and extends from a manor called Penhalle down to the sea; and there we have coursed &c., and so have our ancestors, without disturbance from time whereof memory &c. as it was lawful for us to do, ready &c.—*Gosefeld.* Is it a warren or not? let us first be agreed on that point.—*Hyham.* It is not a warren as far as we are concerned; I know not whether it is or is not as to others; we tell you that we have coursed, as before, ready &c.—*Gosefeld* was obliged to receive that averment, and said—Sir, sometimes they coursed there by our permission, and sometimes by stealth and craft in which case we always disturbed and expelled them, ready &c.—So &c

Replegiari. § One Alice brought the Replegiari against B.—*B.* avowed the distress good as to the horse, and as to cart

de la une part e de autre, e la hauste estrete en son fee, ke yl put ben destreindre son tenant la pur service &c.; mes coe ne put yl avower sy yl seyt autre ke son tenant; e issy est nostre estatut a entendre par ly. A.D. 1294.

§ Nota sy un home alege non tenure de partye, e doune serteyne tenant de partye, le bref se abate: mes sy yl ne sache doner nul serteyn tenaunt, yl respondra de la partye ke yl teynt. Nota.

§ Un [A.] porta le quare vi et armis, e dyt ke atort vint &c. e corut en sa garrenne de C. e de P., e yllekes prit ses levers e ses conygs a force &c.—*Hyham.* Syre, la ou yl dyt &c, qant a le garenne de C. nus vus dyom ke nus ne venimes nent &c., ne rens ne preymes, prest &c.; e qant al autre en P., nus vus dyom ke yly unt deus partyes, une ke se exstent de tel lu &c., ke est garrenne, e ke nus ne veymes ne ren preymes, prest &c.; e yly a un autre partye ke est en coste la, ke se exstent de un manere ke est appele Penhalle jekes a la mer, e la avum nus corru &c. e nos ancestres sauns destorbaunse de. tens dunt memorye &c. com ben nus lut, prest &c.—*Gosefelde.* Esse garrenne ou nun? seom nus a un a deprimes par la. —*Hyham.* A nus nesse pas garrenne; joe ne say sy yl seyt a autres ou nun; ke nus vus diom ke nus avum corru, ut prius, prest &c.—*Gosofelde* covendreit reseyvere &c. Syre, a la fez sy unt yl corru la par nostre conge, a la fez par embler e par eskek, e unkes autrement ke nus les avum desturbe e degage, prest, &c. Ideo &c. Quare vi et armis.

§ [2] Un Alice porta e replegiare ver B.—*B.* avowa bone de le cheval e de la charette restu, par la resone Replegiare.

[1] Stat. Marlb. 52 Hen. III.

[2] This seems the same case as that at p. 419; but the report is not quite the same.

A.D. 1294. abandoned; for the reason that he found A. in his wood, and that her people had cut wood and underwood, and had laden their cart and would have carried it out of the wood; wherefore (said he) we took the horse out of the cart, and left the cart standing; and so &c.—*Huntindone.* You can not get to that avowry; for the reason that C. our late husband was seised of reasonable estovers, to be taken in that wood, as appurtenant to his frank-tenement of B., and we hold the third part of that tenement in dower; so we pray judgment if we ought not to have reasonable estovers. — *Hyham.* Your husband was seised of only one carucate of land, to which was appurtenant house-bote and hay-bote to be taken in that wood for burning at only one hearth in his chief messuage; and if you by reason of your third part could in that wood take house-bote and hay-bote at your pleasure, there would be taken house-bote and hay-bote and fuel for two hearths, whereas they were previously appendant to only one hearth: wherefore, estovers for house-bote &c. you can not have; and we pray judgment.—*Huntindone.* Sir, we tell you that C., her late husband, and the other tenants of that land were seised of reasonable estovers from that wood as appurtenant to their frank-tenements, taking them at their pleasure without any livery, that is to say [hay-bote] for enclosing hays, meadows &c., and house-bote for &c., and all the women who were tenants in dower of a third part after their husbands' deaths have been seised of these estovers from time whereof memory runs not; now we, who hold dower of these tenements by assignment from H. the son and heir of C. our husband, have continued that seisin; and this we will aver: and we pray judgment if &c.—*Hyham.* Whereas you say that C. your husband and his ancestors &c., (as above,) we say t at they were never seised except of house-bote &c. as appurtenant to only one hearth; of which estover H., the son and heir of C.

ke yl trova la A. en son boys, les ques couperunt A.D. 1294.
merine e buche, e aveyent charge lur charete e voleyent aver carye hors de boys; par quey nus preymes le cheval ors de la charrete, e lessames la charete estere; e yssy &c.—*Hundindone.* A cele avourierye ne poez avenir; par la resone ke C. jadys nostre baron fut seysy des renables estovers de aver en cel boys com apertenant a son franc tenement de B., e nus tenums la terce partye de cel tenement en dowere; dunt demaundom Jugement sy nus ne devum aver renable estover.—*Hyham.* Vostre baron ne fut seysy fors ke de une carrue de tere a la quele fut apurtenant housbote e heybote, de prendre en meme cel boys, a ardrer a un astre taunt soulement a son chef mees; e sy vus par la resone de vostre terterye porriet prendre en sel boys housbote e heybote a vostre volunte, issy avereyt yl housebote e heybote e feuayl a deus astres, la ou avant ne apendoyt ke a un astre; par quey estovers com de housbote &c. ne poez aver; e demaundom Jugement.—*Hundyndone.* Syre, nus vus dioms ke C., jadis son baron, e ces autres tenauns de cele tere furunt seysy des renables estovers de cel boys com apurtenant a lor franc tenement, a prendre a lur volunte sauns livere, coe est a savor de enclore hayes, pres &c., e housbote &c.; e tote les dames, tenauns la terce partye de ses tenements en dowere apres le desses lur barons, furunt seysy de ses estovers de tens dunt memorye ne curt; dunt nus ke tenums dowere de ses tenements de le assignement H., fys e heyr C. nostre baron, cele seysine avums continue; e coe volums averer: e demaundom Jugement sy &c.—*Hyham.* La ou vus deytes ke C. vostre baron e ces ancestres, ut prius, la dyom nus ke unkes seysy ke de housbote &c. com apurtenant a un astre, de quel estover H. fyz e heyr C. vostre baron est pleynement seysy; par quey

A.D. 1294. your husband, is fully seised; therefore you in name of dower can not demand any thing in our wood; and we pray judgment. And as to your own seisin we say that never since the death of C. your husband have you been seised of estovers from that wood without being disturbed and turned out, except when you stole them at night and secretly, ready &c.—*Huntindone.* We are endowed of one third part of the capital messuage together with the estovers.—*Hyham.* You may make four hearths in the chief messuage if you please, and divide the hall into four parts, but nevertheless there will be only one estover; and this I will prove to you; for if a piece of land to which a reasonable estover is appendant descend to four parceners, and the land be divided between them, yet for all that each one of the parceners can not claim a reasonable estover to be taken at her pleasure; nor if she erect a house on her purparty and have a hearth therein, shall she on that account have a reasonable estover for it; for there is only one reasonable estover appendant to the land; and we will aver that the heir is wholly seised of it; and we pray judgment.—METINGHAM. Some persons would say, in the case which you have put, that each parcener would have estovers pro ratâ.—*Huntyndone.* What answer you to this? that all the ladies endowed before our time of the same tenement were seised from time whereof memory runs not of taking [estovers] at their pleasure, ready &c.—HERTFORD. Either go to the Country or go to judgment. If you will say that you yourself have had peaceable seisin, then you get to an averment: but if you will say that your husband held the whole of the land to which the reasonable estover was appendant and that you are seised of the third part of the entirety by way of dower, and so that it belongs to you to have reasonable estover, then you will go to judgment.—*Huntyndone.* I will aver that the ladies before our time have been seised &c. And on the other

vus rens en nun de dowere en nostre boys poez de- A.D. 1294.
mander; e demaundom Jugement. E qant a vostre seysine demene, responum nus e dyoms ke unkes pus la mort C. vostre baron ne futes seysy de estovers de cel boys sanz desturbaunce ke vus ne futes degage, sy nun par embler de nut e par eskek prest &c.—*Huntyndone.* Nus sumes dowe de une partye del chef mees ensemblement ove la estover.—*Hyham.* Vus porriez fere .iv. astres sy vus voussez en le chef mees, e departyr la sale en .iv., nepurqant yl ny avereyt fors un estover, e coe vus proveray joe: kar sy une tere a la quele est apendant un renable estover seit dessendu a .iv. parceners, e la tere seit partye, pur ceo ne put nent checun des parceners clamer renable estover de prendre a sa volunte; ne sy yl leve mesone sur la purpartye, e leve sur le astre, pur coe ne avera yl mie renable estover; kar yl ny ad fors un renable estover apendant a la tere: e nus volum averer ke le heyr estre seysy de cel enterement; e demaundom Jugement. —METINGHAM. Les uns voylent dire, en le cas ke vus avez dyst des parceners, ke chekun avera estover pro ratâ.—*Huntyndone.* Quey responet vus a coe ke nus diom ke les autres dames dowes devant nus de meme le tenement furunt seysy, de tens dunt memorye ne curt, de prendre a lur volunte, prest &c.— HERTFORD. Ou sees en pays ou en Jugement; sy vus volez dire ky vus memes avez heu peysible seysyne par la serrez a la verrement; sy vus volez dire ke vostre baron tynt la tere enterement a la quele fut cele renable estover appendant, e vus seysy de la terce partye de cele entere en nun de dowere dunt a vus apent a aver renable estover, par la serriez a Jugement.—*Huntyndone* Joe voyle averrer ke les dames devant nus unt este seysy

A.D. 1294. hand, if a woman be endowed in one place, another woman shall not be endowed in the same place; for the heir can assign Dower to her wherever he pleases, so &c., everywhere &c.—METINGHAM. If the ladies who preceded this lady were seised from time whereof memory run not, and you have permitted it, how will you oust her by this writ of Taking of Beasts, which is a possessory writ.—*Hyham.* Your argument would be good if she claimed this estover by blood descent; but now from those ladies to this lady nothing could descend, nor can she claim higher than on the endowment by her husband or on her own seisin.—HERTFORD. If land have descended to four parceners and you have suffered each one to have estovers for hearth and kitchen &c. without disturbance, how will you oust them? by the Replegiari which is a possessory writ? I think not; so in the present case. On the other hand if the woman had been seised of the estovers wholly by your sufferance and you had ejected her, could not she have the Novel Disseisin? She could: then you can not oust her by a Replegiari.—*Hyham.* In our case she was not seised.—METINGHAM. By prescription of time the ladies &c.—*Kingesham* dared not abide the averment, and he prayed the Justices record of what he had [said].—METINGHAM. Adjourn until to-morrow.—*Huntindone.* Sir, we tell you as before that the ladies &c., as above. —*Kingesham.* What lady was seised?—*Huntindone.* Margery who was the wife of her husband's father, and the others before her.—*Kyngesham.* Neither the father's nor the grandfather's nor the great-grandfather's wife was ever seised, ready &c.—*Huntindone.* I offered the averment that the ladies before us were seised; which averment you and also your attorney refused: judgment if you can now get to that.—METINGHAM. If you were to say that A. and B. and C. were seised, and the Inquest were to say that D. and E. and F. were seised, judgment would not thereby pass; and against you, whether we

&c. E de autre part, B. sy une femme seyt dowe en un lu, pur coe ne serra mye un autre dame dowe en meme le leu; kar le heyr luy put assigner son dowere la ou ben ly seyt, yssy &c. par tot &c.—METINGHAM. Sy les dames devant cete dame furunt seyses du tens dunt memorie ne court, e vus le avez suffert, coment la volez vus oster en cety bref de pris de avers, ke est de possessyon.—*Hyham.* Vus deyssez ben sy ele[1] clamat cel estover par dessente du sank; mes ore de cele dames a cele ren ne put dessendre, e ele ne put clamer de plus haut ke de le dowement son baron ou de sa seysine demene.[2]—HERTFORD. Sy tere seyt dessendu a .iv. parceners, e vus avez soffert checun aver estover a astre e cusyne &c. sans desturbance, coment le ostrez vus? par le replegiare, ke est de possessyon? joe crey ke nun; ausy par de sa. De autre part, sy la femme ut este seysy des estovers enterement par vostre soffrance, e vus lenjutates, navereyt ele pas la novele dysseysine? sy avereyt; dunt vus ne la poez oster par un replegiare.—*Hyham.* En nostre cas ele ne fut pas seysy.—METINGHAM. Par prescription de tens, ke les dames &c.—*Kyng*[9] ne ossa pas atendre le averement, e pria le record des Justices de coe ke yl avoyt. —METINGHAM. A demeyne.—*Huntyndone.* Syre, nus vus dioums, sy com avant, ke le dames &c., ut prius. —*Kynge.* Quele dame fut seysy?—*Huntyndone* Une Margerie qui fut la femme le pere son baron, e les autres devant ly.—*Kyng*[9]. Ke la femme le pere ne ael ne besael ne furunt seysy, prest &c.—*Hundyntone.* Joe tendy laverement ke les dames devant nus furunt seysy; le quele averement vus refusates, e vostre atorne aussy; Jugement sy ore pussez avenyr.—METINGHAM. Sy vus deysez ke A. B. e C. furunt seyses, e lenqueste dyst ke D. E. e F. furunt seyses, pur coe ne passereyt pas le

A.D. 1294.

[1] MS. sy a A. ele.

[2] MS. demene B.

A.D. 1294. agreed or disagreed, our judgment would not go.—*Hyham.* You offered the averment, and we told you that you could demand on a higher estate than &c.; and we were adjourned until to-day.—*Huntindone* said as before.—*Hyham.* We offer it from a later period; for we will aver that since the time of King Richard never was lady seised of reasonable estovers in such wise as you allege, ready &c.—METINGHAM. You offer him enough; it is prescriptive. Accept the averment.—*Huntindone.* The contrary.—So &c.

Note. § Note that, if you owe me an annuity and I demand that annuity from you, and you ask what I have to shew the annuity, I may say that you are seised of my homage; and by this I shall bind you as well as if I had a writing.

Note. § Note that it seems from the following plea that the question of blood may be tried just as in a plea of land.

Debt. § One John brought a writ of Debt against one Richard and Alice his wife for 115*l.* 13*s.* 4*d.*, which &c., and tortiously for this that whereas Alice's father [William] granted that he and his heirs were bound in 115*l.* &c. to Adam, the father of John, and the heirs of Adam, and that he would pay the 115*l.* &c. in the sixteenth year of the reign of our Lord the King at two times in the year, that is to say, one half on St. Lawrence's day in the same year and the other half on St. John the Evangelist's day in the same year, and to confirm that grant he made a writing which witnesses this,—and whereas the aforesaid Adam oft times came to him after first one and then the other of the days had passed, and demanded

Jugement; e contre vus ne deverssite ou unyte de nus ne taylereyt mye nostre Jugement.—*Hyham.* Vus tendistes le averement, e vus deymes ke de plus haut estat ne poez demander &c.; e fumes ajorne jekes a huy.—*Hundyntone.* Ut prius.—*Hyham.* Nous vus tendyom trop tard; kar nus volom averer ke pus le tens le Roy Ricard unkes dame ne fut seysy de renable estover sy com vus deytes, prest &c.—METINGHAM. Vus luy tendet assez; ke coe est presscription de tens: resevez laverement.—*Hundyntone.* Le revers.—Ideo &c. A.D. 1294.

§ Nota, sy vus me devez un annuelete, e joe demande de vus cel annuelete, e vus demandet quey joe ay del anute, joe porroy dire ke vus eytes seysy de mon homage, e par se vus lyerey joe ausy com joe usse esscrit. Nota.

§ Nota, de hoc placito, quod in brevi de debito potest sanguis determinari sicut in placito terræ. Nota.

Un Jon porta bref de dette ver un Ricard e Alice sa femme de .C. e .xv. livres e .xiii. soz e .iiij. deners, les ques &c., e pur coe atort ke la ou le pere Alyce granta luy e ses heyrs estre tenuz en .C. e .xv. livres &c. a Adam pere Jon e a les heyrs Adam, de aver par ane a touz ses heyrs les .C. e .xv. livres &c. le an nostre seynur ley Roy .xvi. a deus termes del an, coe est a saver le jour de Seynt Lauerance en meme le an la meyte, e al jour de Seynt Jon de Ewangeliste lautre meyte en meme le an, e a coe grant confermer yl fit yl une escrist ke coe temoyne; par la ou le avantdyte Adam sovent vynt a ly, apres le un jor passe e lautre, Dette.

A.D. 1294. &c., and after the death of William, Alice's father, Adam the father of John came to Alice his heir in the seventeenth year of our Lord the King and demanded of her the 115*l.* &c., yet nothing to him &c.; and after Adam's death, his son and heir John, who now demands, came to the said Alice, William's heir, in the eighteenth year, and demanded of her &c. as before, and oft times since has demanded them; and nothing did they or will they pay, but detain them &c., to their damage &c.—*Richard and Alice.* Sir, he demands this debt as the heir of Adam de C.; Sir, he is not Adam's heir; ready to aver it.—*Scrop.* They can not get to that; for he is seised as heir of his father's inheritance. And on the other hand, that averment may have two grounds of truth; either that he is son but not heir, or that he is neither son nor heir: let him say to which he will hold; and we will answer.—HERTFORD. You are here in a writ of Debt demanding so much &c. as Adam's heir, and they offer to aver that you are not Adam's heir. They give a sufficient reply to your writing.—*Scrope.* Not so; we have the inheritance as son and heir; and this matter may have two issues, viz. by saying that he is neither son nor heir—and this exception can be tried here,—or by saying that he is son but not heir,—which exception must be tried in the Court Christian; now let him say that he is son but not heir, and we will aver in Court Christian that he is heir.—*Hyham.* If we were to pay him, and then the true heir were to enter upon his inheritance, and were to demand from us the debt created by the writing, and could shew that he was heir, we should be bound to pay again to the true heir, and so pay one debt twice, which would be a hard thing.—*Scrope.* Is it your deed or not?—*Hyham.* We fully admit the writing; but whereas your demand as Adam's heir, we say that you are not Adam's heir as your writ supposes, ready &c.—*Louther.* Sir, we tell you that his

e luy demanda &c., [e] apres la mort Willem pere Alyce Adam pere Jon vynt a Alice son heyr le an nostre seynur le Roy .xvii. e luy demanda les .C. e .xv. livres &c., rens ne ly &c.; apres la mort Adam, Jon [son] fyz e heyr ke ore demaunde vynt a la avauntdyte Alyce son heyr le an .xviii., e ly demanda &c. ut prius, e sovent pus les ad demaunde, rens ne luy voleyt fere ne uncore ne veut, eynz les destynt &c., a ses damages &c.—*Robert e Allyce.* Syre, yl demaunde cete dette cum le heyr Adam de C.; Syre, ke yl nest pas le heyr Adam, prest de laverer.—*Scrop.* A coe ne pount yl avenyr; pur coe ke yl seysy del heritage son pere cum heyr. E de autre part, coe put aver deus causes de verite; ou ke yl est fyz e nent heyr, ou ke yl nudour fyz ne heyr: dye a quel yl se vodreyt tenyr, e nus respundrum.—HERTFORD. Vus eytes yssy a un bref de dette a demander taunt &c. com le heyr Adam; e yl volunt averer ke vus neystes pas heyr Adam; yl respununt assez a vostre escrist. — *Scrop.* Nanyl; nus sumes en le heritage com fyz e heyr; e coe put aver deus issues, a dire ke yl neyt nudour fyz e heyr, e cete excepcion put estre detrie seyns, ou a dyre ke yl est fyz e nent heyr, e cete excepcione serra detrie en la court cristiene: dunt dye ke yl est fyz e nent heyr, e nus volom averer ke yl est heyr en court cristiene.—*Hyham.* Sy nous usum paye a luy, e pus le verey heyr autre fez entra en son heritage e nus demandat la dette contenu en le escrit, e pout mostrer ke yl fut heyr, nus serriom tenue autrefez de payer a le veroy heyr, e issy payer une dette deus feez, e coe serreyt duresse. —*Scrop.* Esse vostre fet ou nun?—*Hyham.* Nus grantom ben le escrit; mes la ou vus demandet com le heyr Adam, ke vus neystes pas heyr solom coe ke vostre bref suppose, prest &c.—*Louyere.* Syre, nus vus A.D. 1294.

A.D. 1294. father did all his life hold him as his heir, and after his father's death he did in court &c. as son and heir, and that all over the county of Rutland he is holden for the son and heir. — HERTFORD. If you, Hugh de Louther, were now dead, and I as your executor were to administer your goods and pay your debts to your creditors as &c., and then were to demand a debt from one of your debtors as &c., and he were to answer that I was not the executor, would he not be received thereto notwithstanding I should say By my faith I have the administration of his goods as executor? Yes, and rightly: for it does not therefore follow that I am executor. So in the present case.— *Louther.* That is not a similar case, for it involves a matter of fact, because the executor must have been ordained and constituted by the testator's will, but it is not so here, because &c.; but we will aver that his father held him for his heir &c. as above. — *Hertpol.* Not heir, ready &c. — *Louther.* Who then is? You must say who is heir. — *Hertpol.* I do not care who: but we tell you that you are not, ready &c.—*Louther.* If you were received to that averment and the Inquest were to pass against us, then, by the recognition of the Inquest you would give to some other person an action to demand the tenement; and that would be hard: and we pray judgment. — METINGHAM. If you had framed your count thus—that his ancestor had bound himself and his heirs to your ancestor and those who should be holden for his heirs,—that would be some thing; but since his ancestor only bound himself to your ancestor and his heirs—and in accordance with this you have framed your count—and he tells you that you are not heir, he gives you a sufficient traverse. Accept the averment. — [*Louther*]. Heir, ready &c.—And other side the contrary.

diom ke son pere en tote sa vye luy tynt pur son heyr, e apres la mort son pere en court &c. com fyz e heyr, e est tenu com fyz e heir en tot le cunte de Roteland, prest &c. — HERTFORD. Hue de Louyere, sy vus fussez mort ore, e joe cum vostre exsequitour feyse administracion de vos bens, renddy wos dettes a vos creansers com &c., e pus demandasse une dette de un vos dettors com &c., e yl moy repundisse ke joe ne fusse pas exsequitour, ne serreyt yl pas ressu? non obstante ke joe deysse par fey joe auy administracion de ses bens com exsequitor: sy, a dreyt;[1] kar yl ne sut pas pur coe ke joe suy exsequitor: aussy par de sa.— *Louyere.* Coe nest pas semblable; pur coe ke yl covent ke le exsequitor seyt ordyne e fet; kar cete chose chet en fet par la volunte le testatoure; e yssy neyt yl pas par de sa; par quey &c.; mes nus volom averer ke son pere ly tynt pur heyr &c. ut supra.—*Hertpol.* Nent e heyr, prest &c.—*Louyere.* Ke dunke yl covent ke vus dyez ki dunke est heyr. — *Hertpol.* Joe ne fa forsse; mes nus vus diom ke vus nent, prest &c. — *Louyere.* Sy vus futes ressu a cel averrement, e lenqueste passat contre nus, dunke dorriez vus accion a autre a demander le tenement par la reconissance de lenqueste; e coe serreyt durresse: e demaundom Jugement. — METINGHAM. Sy vus ussez forme vostre cunte ke son ancestre ut oblyge ly e ses heyrs a vostre ancestre e a seus ke fussunt tenuz ses heyrs, coe serreyt akune chosse; mes de pus ke son ancestre ne oblyga ly fors a vostre ancestre e a ces heyrs, e yssy avez forme vostre cunte, e yl vus dyt ke vus neytes pas heyr, yl vus traverse assez. Resevez laverement:—heyr, prest &c. et e contrario. A.D. 1294.

[1] MS. adreyn.

A.D. 1294. Fine broken.

§ [1] One A. brought a writ against B., for that he did not hold to a Fine levied &c.; and he counted the tenor of the Fine, which said that he granted to him the manor of C. in the county of S., and the manor of E. in the county of G. &c., and fifty shillings of rent in the county of F.; and the writ was brought to the sheriff of C. directing him to command B. to keep to the Fine levied to A. of the manor of C. and of the manor of E. and of the fifty shillings in the county of F.; and thereby he supposed that the manors were in the county of C.; wherefore B. prayed judgment of the variance between the writ and the count and the Fine.—*Inge* (for A.). The Fine was levied of all these manors by one writ, and the Fine is one complete thing of itself; so we pray judgment, inasmuch as the Fine is a complete thing of itself and we framed our count on the statement in the Fine and in accordance with our writ, if by a writ stating that he acts in opposition to the Fine he ought not to answer. And on the other hand, according to your argument we ought to have brought ten original writs. HERTFORD. You assert what you wish. If you had drawn your writ thus—Command &c. that he hold to the Fine &c. of the manor of C. and of the manor of E. in the county of G. &c. and so on of all the other counties where the manors are,—then your writ and your Fine would have been in accordance. — *Inge*. If we were to go to the Inquest, how would the sheriff make the Inquest for the other counties come here.— HERTFORD. By virtue of the Fine we should send a judicial writ to the sheriffs of the different counties where the other manors are. Therefore this Court doth adjudge that you take nothing by your writ &c.

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[1] Note, here and in the following pleas, of manors in divers counties being comprised in one writ.

§ [1]Un A. porta bref ver B. ke yl ne ly teynt fine fete &c.; e cunta la tenure de la fyn ke dyst ke yl luy granta le maner de C. en le cunte de S., e le maner de E. en le cunte de G. &c., e de .l. soz de rente en le cunte de F.; e le bref fut porte a le vicunte de C. ke yl comandreyt B. ke yl tenssit fyn fete a A. del manere de C. e de le manere de E. e de les .l. soz en le cunte de F.; e en tant yl supposa ke les maneres furunt en le cunte de C.; par quey B. demanda Jugement de la variance de le bref e de le cunte e la fyn.—*Inge* (pur A.). La fyn fut leve de tous ses maneres par un bref, e la fyn est une en sey; dunt demaundom Jugement, desycom la fyne est une en sey e nus avum forme nostre cunte sur la cunte de la fyn e acordant a nostre bref, sy par un bref de coe ke yl est venu encontre la fyn ne deyt respondre. E de autre part, par vostre dyt yl covendreit ke nus usom porte .x. brefs oryginals. — HERTFORD. Vus dytes vostre talent: sy vus ussez fet vostre bref issy, comandet &c. ke yl teyne fin &c. del maner de C. e de le maner de E. en le cunte de G. &c., e yssy de tous les autres cuntes ou les maners furunt, dunke serreyt vostre bref e vostre fyn acordaunt. — *Inge.* Coment freyt le viconte venyr lenqueste de autres cuntes seyns, sy nus fussums a lenqueste. — HERTFORD. Par la vertue de la fyn nus feyssom mander bref de Jugement a les vicontes ou les maneres furunt en dyverse cuntes: e pur coe agarde cete court ke vus ne prengez rens par vostre bref &c. A.D. 1294. De Fine fracto.

[1] In the margin is the following note:—"Nota de maneriis diversorum comitatuum contentis in uno breve hic et in placitis sequentibus."

A.D. 1294. Unde nihil habet.

§ One Alice brought the Unde nihil habet against one L., and demanded her dower of five manors, and it named the vills.—*Warwick.* Sir, as to the three manors of C. E. and F. we tell you that they are out of the county, to wit in Galethore where the King's writ runs not; and we pray judgment of the writ.—*Kyngesham.* Sir, the King has heretofore been seised of pleas of this kind, and of one in this same place.—*Warwick.* We think that if a Præcipe be abated on one point it will abate on all points.—*Kyngesham.* What answer you to the other two manors?—*Warwick.* Sir, we are advised that if we can abate the writ as to the three manors we shall not be bound to answer as to the two manors; for if we were so bound the writ would be abated in part, and in part not.—*Kyngesham.* Where non-tenure is alleged as to part of the lands comprised in the writ by one who does not give a tenant, yet he shall answer as to the other part whereof he is tenant; and thus the writ is good in part and in part not good: so in the present case; and we pray judgment if he ought not to answer.—*Warwick.* Admit first of all that the writ abates as to the three manors; and then, if he so adjudge, we will answer willingly.—*Kyngesham.* This is a writ of Unde nihil habet, and in this Court we have seen such a writ abated as to part and in part stand good; and we pray judgment if you ought not &c.—*Warwick.* If an earl demand the lordship of manors in divers counties against another earl, so long as the writ goes to the sheriff of the county where the principal manor lies the writ is good; but it is not the same in that case and in a writ of Unde nihil habet. —The judgment was that it should be quashed in toto.

Writ of Account.

§ One A. brought a writ of Account against B. requiring him to make an account for the time that he had been his bailiff for the manors of A. and B. and C.—*B.* Sir, we tell you that the manor of C. is in the

§ Un Alice porta le unde nil habet ver un L. e demanda son dowere de .v. maners, e noma les vyles. — *Warwyke.* Syre, qant a les treis maners de C. E. F. nus vus dyoums ke yl sunt ors de cunte, en Galethore ou le bref le Roy ne curt nent; e demaundom Jugement du bref.—*Kyng*^{9}. Syre, le Roy ad este seysy de teu maner de play devaunt ses oures e de meme le leu. — *Warwyke.* Nus entendum si un præcipe seit abatu en un poynt ke yl se abatera en tous poyns. —*Kyng*^{9}. Quey responet vus a les autres deus maners? *Warwyke.* Syre, nus est avys ke sy nus pussum abatre le bref qant a les treis maners ke nus ne serrom pas tenu a respondre qant a les deus maners; kar yssy se abatereyt le bref en partye, e en partye nent.—*Kyng*^{9}. La ou nun tenure est alegge de partye de teres cuntenuz en le bref par cely ke ne fet doner nul tenant, uncore yl respondra qant a lautre partye dunt yl est tenant; e issy le bref vaut en partye, e en partye nent: aussy par de sa; e demaundom Jugement sy yl ne deive respondre. — *Warwyke.* Grantez a deprimes ke le bref se abate qant a les treis maners, e pus, sy yl agarde, nus respondrom volunters. — *Kyng*^{9}. Coe est un bref de unde nil habet, e nus avum veu en cete court ke teu bref ad este anenty en partye e en partye estu; e demaundom Jugement sy vus ne devet &c. — *Warwyke.* Si un cunte demande seynurye de maners en deverse cuntez ver un antre cunte, tant cum le bref va a viconte en le cunte la ou le prinsipal maners seyt le bref est bon; mes yl neit pas semblable e en coe cas e en le bref de unde nil habet.—Judicium quod quassetur in toto. A.D. 1294 Unde nil habet.

§ Un A. porta bref de acunte ver B., ke ylly rendant acunte del tens ke yl fut son baylyf del maner de A. e de B. e. C. — *B.* Sire, nus vus diom ke le Bref de Cunte.

A.D. 1294. county of W., and the writ was brought in the county of Gloucester; so we pray judgment of the writ.—*A.* The writ is good enough. — *B.* If they were to make an averment as to the manor of C., where would the Inquest be summoned? In the county of Gloucester, regarding a transaction in the county of W.? Certainly not.—And the writ was quashed.

Note. § One brought a Replegiari against B., and the date in his writ was the tenth year and in his count the seventeeth year.—*B.* Sir, his writ gives a date earlier than his count, therefore &c. Judgment of the variance. —And it was quashed.

Writ of Right. § Memorandum that the Earl of Gloucester and Hertford brought a writ of Right, and counted of the seisin of his ancestor in the time of King Henry great-grandfather of the present King. — *Warwick.* If the Court say that they have power to take cognisance of a time so remote we will answer willingly. And the View was at last granted, by favour, and against the form of the Statute.

Replegiari. § One A. brought the Replegiari against B., and said that he had tortiously taken a horse &c. — *B.* avowed &c.; for the reason that one G. gave gage and pledge to sue against him in our Court of C. for five crannocks of wheat in which he was bound, and he by judgment of the court was condemned in the principal sum demanded, and was amerced; and it was ordered by the court that he should be distreined for the principal sum and for the amercement; whereupon he was distreined; and thus &c. — *Warwick.* He has no court there, ready &c.—*Inge.* Since he went there and answered the other party, he fully admitted that he (B.) had a court; wherefore he can not now deny

maner de C. est en le cunte de W., e le bref fut porte en le cunte de Gloucestre; dunt demaundom Jugement del bref.—*A.* E le bref est assez bon.—*B.* Sy yl se meysseint a laverement qant a la maner de C., ou serreyt lenqueste somuns? en le cunte de Gloucetre de chose ke est fet en le cunte de W.? Nanyl. —Et quassatum fuit. A.D. 1294.

§ Un home porta le replegiare ver B.; e la date del bref sy fut anno .x°., e son cunte fut le an .xvii.—*B.* Sire, son bref est de plus eyne date ke neyt son cunte, pur coe &c.; Jugement de la variance.—Et quassatum est. Nota.

§ Memorandum: le Cunte de Gloucestre e de Hertford porta bref de dreit, e conta de la seysine son ancestre en tens le Roy Henry, besael le Roy ke ore est.—*Warwyke.* Si la court dye ke ele ad pouer de conustre de sy haut tens, nus respondrom volunters: e la vewe fut grante adreyn par favor, et contra formam statuti.[1] Bref de Dreit.

§ Un A. porta le replegiare ver B., e dyt ke atort aveyt pris un cheval &c.—*B.* avoua &c., par la resone ke un G. dona gage e plege de sure ver ly en nostre court de C. pur .v. crenoke de forment en les ques yl y fut tenu; e yl par Jugement de la court fut condempne en le principal demande, e amercye; e fut agarde par la court ke yl fut destreint pur le principal e pur la mercyement; pur quey yl fut destreint; e issy &c.—*Warwyke.* Ke yl nad nul court, prest &c.—*Inge.* De pus ke veint la e respoundy al autre, yl granta ben ke yl aveyt court; par quey yl Replegiare.

[1] 13 Edw. I. (Westm. 2) c. 48.

A.D. 1294. it.—*Warwick* said as before. (Note that, in order that one may have a court he must have at least four free tenants, without borrowing the fourth tenant; the reason why the fourth can not be borrowed is that if a false judgment be given by the four, and there be an Attaint, the fourth would not suffer any punishment: so it well appears that the fourth tenant is necessary; since otherwise he would not suffer any punishment, he not being of the court.)—*Inge.* Heretofore he brought here a writ of False Judgment against that same court, whereby he then well admitted that he (B.) had a court; and we pray judgment if he can now get to say that he (B.) has not a court. — [*Warwick.*] There can be no court unless there be four suitors; but &c.; therefore there was no court, ready &c.—And the other side said the contrary.—So &c.

A new writ: concerning Warren.

§ The Abbat of C. brought a new writ against the Earl of Warren, and said that whereas it was not lawful for any one to have warren except in his demesne lands, yet whereas he (the Earl) claimed warren in the demesne &c. of the Abbat of C., by reason whereof he could not have his free chase as he ought to have and as his predecessors had been wont to have &c. — *Hyham* (for the Earl). We think that on this writ in novel form you ought not to be answered; for the reason that no new writ ought to be allowed unless the ordinary one fails; and inasmuch as he has his recovery by common law—for instance by the Replegiari if the Earl seize his greyhounds, or by writ of Trespass if he come into the demesne lands with force and arms,—we pray judgment. — *Scoter.* He can not abate this writ unless he give us a new writ for our case; but you will not give us any recovery by another writ demanding our free chase, inasmuch as we are seised of the soil; we pray judgment if you ought not to answer this writ.— *Warwick.* Sir, he says that he can not have

ne put ore se dire.—*Warwyke.* Ut prius. (Nota [1] ad hoc quod homo potest habere curiam oportet quod habeat .iiij. liberos tenentes ad minus sine mutuacione quarti tenentis: la resone est, pur quey le quarte ne put pas estre apromte, pur coe ke sy faus Jugement fut rendu par les .iiij. e fut ateint, le quarte ne portereit nule peyne; e dunke apert ben ke le quarte tenant faut, de pus ke yl ne portera nul peyne, e ke yl neyt pas de la court.)—*Inge.* Devant ses oures sy porta yl un bref de faus Jugement seins sur meme la court, par quey yl granta ben adunke qe yl avoyt court; e demaundom Jugement sy ore pusse avenyr a dire ke yl nad nul court. Nul court neyt sanz se ke yl neyent .iiij. sutors; mes &c.; par quey yl nad nul court prest &c.—E converso.—Ideo &c. A.D. 1294. Nota.

§ Le Abbe de C. porta un novel bref ver le Cunte de Wareyne, ke cum ne lyst a akun aver garreyne ke en ses demene teres, par la ou yl cleyme gareyne en la demeyne &c. le Abbe de C. dunt yl ne put aver sa franche chasse sy com aver deyt e ses predecessours aver soleient &c.—*Hyham* (pur le Cunte). Nus entendom ke a cety bref de novel fourme ne devez estre respondu; par la resone qe nul novel bref ne deyt estre soffert sy la comune ne faylat; e desicom yl ad son recovyryr par la comune ley, com par le replegiare sy yl preysse ces leverers, ou par bref de trespas sy yl vensit en ces demene teres a forse e armes, demaundom Jugement. —*Scotere.* Cety bref ne put yl abatre sy yl [ne] nus donat autre bref en coe cas; mes vus nus ne dorreiz nul recoveryr par autre bref a demander nostre franche chasse, dysicom nus sumes seysy du soyl, demaundom Jugement sy a cety bref ne devez respondre.—*Warwyke.* Novum breve De Warenna.

[1] This is evidently a note of the reporter.

A.D. 1294. his free chase; now, Sir, a chase is properly for bucks and does, and a warren is properly for hares coneys and partridges; but there are there neither bucks nor does; therefore he is not disturbed in his chase; and we pray judgment of the writ.—HERTFORD. Can he not have a chase in a warren? He well may.— *Hyham.* To this writ we ought not to answer; and for three reasons; the first is that every writ brought in the King's Court ought to be formed according to the common law or Statute; but by the common law no such writ is provided; so it ought to be formed according to Statute: but it is not provided by Statute because the phrase "whereas it is not lawful for any one" has its origin from a Statute or the King's prohibition; but the King has not forbidden this thing, nor has any Statute provided for this case: so this writ is not formed according to common law or to any Statute. The second reason is that every new writ should be provided by the Common Counsel of the Realm; but this writ is not provided by the common &c.; therefore it can not hold good. The third reason is that every writ should be purely of the Right, or of the possession, or of trespass: but this writ is not a writ of Right, by reason of the words "have been accus- "tomed;" nor of the possession, because of the "ought;" nor of trespass, because his writ makes no mention of damages: and we pray judgment.—METINGHAM. Then, according to you, it is neither on the lines nor between the lines.—*Louther.* The Statute states that no one shall depart from the Chancery in any new case before a remedy has been devised for that case: and inasmuch as this writ has been given to us and has been devised by the Chancery and the Court we pray judgment; for thus our writ is provided by Statute.— *Kyngesham.* As to your statement that our writ is not

Syre, la ou yl dyst ke yl ne put aver sa franche chasse, A.D. 1294.
Syre, aver chase est proprement a deyms e deymes; e aver[1] Gareyne coe est proprement de levers e conyges e perdryz; mes la ne sunt nuldor deyms ne deymes; par quey yl neyt pas destorbe de sa chasse; e demaundom Jugement du bref.—HERTFORD. E ne put yl aver chasse en garreyne? sy put mut ben.—*Hyham.* A cety bref ne devum respondre; e par treis resons; la une est ke checun bref ke deyt estre porte en la court le Roy sy deyt estre forme sur la comune ley ou sur la especyale ley; mes par la comune ley neyt nul tel porveu; dunke yl covent ke yl seyt forme sur la especyale ley; mes par la ley espessiale neyt yl pas purveu, pur coe ke cete parole "cum nully "liceat" prent son original par le estatut e par le defense le Roy; mes le Roy nad pas cete chosse deffendu, ne nul estatut est purveu en coe cas; dunt cety bref neyt pas forme sur le estatut; e yssy neyt yl pas fourme sur la comune ley ne sur la espesyale ley. Lautre resone est ke checun novel bref deyt estre purveu par le comune conseyl de la tere; mes cety bref ne est pas purveu par le comune purveance &c.; par quey yl ne put leu tener. La terce resone est ke checun bref deyt estre purrement de dreit ou de possession ou de trespas; mes cety bref ne est pas bref de dreit pur le consueverunt; ne de possession, pur le debet; ne de trespas, pur coe ke son bref ne fet nul mension des damages; e demaundom Jugement.—METINGHAM. Dunke par vus, yl neyt nuldour en rule ne en espasse.—*Louyere.* Le estatut[2] veut ke nul home ne departe de la chancelerye en chekun novel cas avant ke yly seyt remedye purveu en teu cas; e desicom coe bref nus est done e purveu par la chauncelerye e par la court, demaundom Jugement; e yssy est nostre bref purveu par le estatut.—*Kyng.* A

[1] In the MS. the name of *Warwyke* occurs after the word "aver."

[2] 13 Edw. I. (Westm. 2.) c. 24 and 50.

A.D. 1294. a writ of Right &c., we tell you that our writ is concerning the right, and the "have used" has relation to the royalty, which is of the right; and we pray judgment if our writ be not sufficiently good.

Cosinage. § A writ of Cosinage was abated because it was brought on the seisin of the great-great-grandfather, when he (the demandant) might have had a writ of Right.—*Gosefeld.* We can not in this case any other possessory writ, because the great-grandfather is passed. —To this it was replied, Bring your writ of Right.— And the writ (of Cosinage) was quashed.

Mesne, a good debate. § One Robert enfeoffed one William of one carucate of land, to hold of him by the service of two gold spurs, in satisfaction of all services, to him (William) and his heirs and assigns: and he bound himself &c. to warrant and acquit &c.—William, of his own wrong, charged the tenements with a suit, and he did suit: Robert died and his son entered on his father's inheritance; William attorned to (or arranged with) him for his services; then came William and enfeoffed one Adam of the said tenements to hold of the chief lords of the fee by the services pertaining to the said tenements, and the said chief lord, to whom the services were due, did as chief lord confirm his estate by a writing while he (Adam) was tenant, and bound himself &c. against all the world; by reason whereof he (Adam) had a new estate. Then came a stranger and destreined on the tenant for suit to his court of &c. Adam brought his writ of Mesne against the chief lord as against a Mesne: and this was contrived by the ingenuity of the tenant to ascertain what the lord claimed in the tenements.—*The Lord.* On this writ he ought not to be answered; for the reason that he supposes by his writ and by his count that he is our tenant of that same land. He is not our tenant of that land, nor are we seised of those services by his hand,

coe ke vus dytes ke nostre bref neit de dreit &c., nus dyom ke nostre bref est de dreit, e le consueverunt ad relacyon a la reaute ke est de dreyt ; e demaundom Jugement sy nostre bref ne seyt assez bon. A.D. 1294.

§ Le bref de cosinage fut abatu pur coe ke yl fut porte de la seysine le tressael, la ou yl purra aver eu son bref de dreyt. — *Gosefeld.* Nous ne poums autre bref de possessyon en coe cas pur coe ke yl est passe le besael. — A coe fut dyt portet vostre bref de dreit. —Et cassatur breve. Cosinage.

§ Un Robert feffa un Willem de une carrue de tere a tenyr de ly, par deuz esporuns a or pur touz services, a ly e a ces heyrs e a ces assingnes : e obliga ly &c. a garanter e aquiter &c. Willem de son tort demene charga les tenements de une seute e la fit. Robert se let moryr ; son fyz entra en le haritage son pere ; Willem acheuit a ly de ses services ; pus veynt Willam e feffa un Adam de memes les tenements a tenyr des chefs seynurages deu fee pur les services ke a tenements apendent, e memes cely chef seynur, a ky les services furunt dues cum chef seynur, ly conferma son estat par un escrit en sa tenance, e obliga &c. vers tote gent ; par quey yl aveyt novel estat. Pus vint un estrange e destreyna le tenant pur une seute a sa court de tel leu, Adam porta son bref de meen ver le chef seynur cum vers son meen, e coe fut purvewe par la coyntyse le tenant pur saver mun coe ke le seynur clama en les tenements. — *Le seynur.* A cety bref ne deyt yl estre respondu ; par la resone ke yl suppose par bref e par bouche ke yl est nostre tenant de meme cele tere : ke yl neyt nostre tenant de cele tere, ne nus De Medio casus; bona disputatio.

A.D. 1294. ready &c.; and we pray judgment. And *the lord* answered and said that he was not ever seised of the services by his hand, and he prayed judgment if he was bound to acquittance.—*The Tenant.* You do not say enough, unless you say whether you claim anything in the services and in the lordship; therefore, answer whether you claim any thing in the services and in the seignory or not.—*The Mesne.* To that we have no need to answer; for in that we say that we were not ever seised by &c. of the services, we give a sufficient answer. And on the other hand, if one desire to benefit by the writ of Mesne, he must be mesne between the chief lord and the tenant who is distreined. And inasmuch as he who distreins is not the chief lord, but is a stranger against whom I can not be party to try the right to the services, we pray judgment &c. — *The Tenant.* If the veriest stranger in the world had distreined on me, you would be bound to acquittance: by the confirmation which you made to my feoffor you are bound to acquit me against every one. Moreover, where the lord is to have the profit of escheat and other services which may fall to him from his tenant, he shall be bound to acquittance; and inasmuch as he will receive the benefit through him, so he shall be charged with the acquittance: and we pray judgment.—*The Mesne.* Still, we ought not to acquit; for the reason that William your feoffer, whose estate you have, charged that tenement with that suit; and if he were to bring a writ of Mesne against us, he, by virtue of his charge, would not bind us to acquittance: and in a better condition than his feoffor he can not be; therefore you who have his estate shall not bind us to acquittance: and we pray judgment. And on the other hand, that confirmation which we made has relation to the feoffment which our ancestor made to your feoffor; but, after the feoffment which our ancestor made to your feoffor, the tenements were charged with that suit: so

seysy de cel services par my sa meyn, prest &c.; e demaundom Jugement. — *Le seynur* respont e dit ke yl ne fut unkes seysy des services par my sa meyn; e demaunda Jugement sy yl seyt tenu a laquitaunce.— *Le tenant.* Vus ne deites mye assez, sanz se ke vus ne dyez le quel vus clamez rens en les services e en la seynurye; e pur coe responet le quele vus clamez rens en les services e en la seynurye ou nun. — *Le Meen.* A coe ne avoms mester; ke en coe ke nus dyoums ke nus ne fumes unkes seysy par my &c. de services, nus responums assez. E de autre part, home ke veut aver benefice par bref de meen ver son meen, yl covient ke yl seyt meen entre le chef seynur e le tenant ke est destreynt: e desicom cely ke destreine neyt pas chef seynur, eyns est estrange ver ky joe ne pus estre partye a destrier les services, demaundom Jugement &c.—*Le tenant.* Sy le plus estrange home de munde moy ut destreint vus serriez lye a laquitaunce: par le confermement ke vus feytes a mon feffour vus eytes oblige de moy aquiter vers tote gent. Estre coe, la ou le seynur veut aver le prou de eschete e des autres services ke escheyer luy purrunt de par son tenant, yl serra tenu a laquitaunce; e desicom yl ressevera le prou de par ly, de laquitaunce serra yl charge; e demaundom Jugement.—*Le Meen.* Uncore ne devoums aquiter; par la resone qe Willem vostre feffour, ky estat vus avez, charga cel tenement de cele sute; e sy yl portat bref de meen ver nus, yl de sa charge nus ne lyereyt pas a la aquitance; e de meylur condissione ne put yl estre ke son feffour; par quey vus ke avez son estat nus ne lyerez pas a la quitance; e demaundom Jugement. E de autre part, cele confirmacion ke us feymes sy ad relacion al feffement ke nostre antre fit a vostre feffor; mes pus le feffement ke nostre fit a vostre feffor sy furunt les tenements cele seute: dunt demaundom Jugement sy

A.D. 1294.

A.D. 1294. we pray judgment if in respect of the suit wherewith your feoffor charged the tenements we are bound to acquit you. — HERTFORD (JUSTICE). What you say is not correct; your confirmation has no relation to your ancestor's charter, but states that you and your heirs are bound to acquit the aforesaid land to William and his heirs and assigns against all persons; and he assigned nothing to William; therefore plead over.—*Heyham*. You must say whether the tenement was charged with that suit before or after the confirmation. If you say that it was afterwards, then we say that the tenements were charged before; ready &c.—*Asseby*. The tenements were charged by the tort of William his feoffor after the confirmation; ready &c.—And the other side said the contrary.

Voucher to warranty. § The tenant vouched to warranty an infant under age. —The infant appeared and said that warranty was in the Right and that an infant under age could not give an answer in the Right; and he prayed judgment if he was bound to warrant before his full age.—It was adjudged that he was not bound. — And when he attained full age, *Heyham* rehearsed the process, how the tenant had vouched the infant's father, whereupon a writ had issued to make the vouchee come into court and answer the vouchor, and how before the day given to him he died, whereupon he vouched the heir, and how a writ went to the Sheriff commanding him to summon the heir, and how he came into Court and alleged that he was under age, whereby the parole demurred until his full age, as aforesaid; and now the infant is of full age; wherefore we can revouch him if we please; but we will not do so; but a writ of re-summons shall issue; and know why; because when we vouched him to warranty while he was under age, he had sufficient to make recompense in value; but he has since alienated the tenements in order to rid himself of the liability to make recompense in value; and there-

de la seute dunt vostre feffour charga les tenements vus seoms tenu a la quitaunce. — HERTFORD JUSTICE. Vus ne dytes nent ben; vostre confermement ne ad nule relacione a la chartre vostre ancestre, einz veut ke vus e vos heyrs seyent tenu de aquiter la avantdite tere a Willem [e] a ces heyrs e a ces assingnes vers tote gent; e yl ren assingna Willem; e pur coe dites outre. — *Heyham.* Yl covent ke vus diez le quel le tenement fut charge de cele sute avant la confirmacion ou apres; kar sy vus diez ke apres, ke les tenements furunt chargez avant prest &c. — *Aysseby.* Ke les tenements furunt chargez de le tort Willem son feffour, e apres la confirmacion, prest &c. Et alii e converso. A.D. 1294.

§ Le tenant vocha a garrantye un enfant de deynz age.—Le enfannt aparut, e dit ke garrantie fut en le dreit, ne enfaunt deynz age ne put response doner en le dreit, e demaunda Jugement sy yl fut tenu a garrantie devant son age.—Judicium quod non. E qant yl fut de age, — *Heyham* rehersa le proces, coment le tenant avoyt voche le pere lenfaunt, par quey yssyt bref pur fere le voche venyr en court a respondre al voucher, e devant le jour a ly done morut, par quey yl vouche son heyr; issyt bref a viconte a somundre le heyr; yl vint en court e alegga ke yl fut de deyns age; par quey le play demora jekes a son age, cum avant est dyt; ore est lenfant de pleyn age; pur quey nous le poums revocher qe sy nus volom; mes nus ne volum nent, eyns istra bref de resomuns; e savez pur quey; pur coe ke al oure qant nus ly vochames, taunt cum yl fut de deyns age, a garrantye, sy aveyt yl assez dunt fere a la vaylaunce; mes pus ad yl aliene le tenement pur ly desaflublyer ke yl ne feyt la value; e pur coe Garunt vocher.

A.D. 1294. fore a writ of resummons shall issue, and he shall warrant; and if he lose, we shall have recompense in value out of the tenement of which he was seised when we vouched him; but if he were now revouched, he might rid himself of the liability to make recompense in value, by reason that he has nothing wherewith he can &c.; and so we should lose our land.

Note. § Note that, where an heir was vouched to warranty by virtue of his father's charter, and had nothing by descent, but had something by purchase, the heir answered, It can not be denied that it is our ancestor's deed, and we will willingly warrant; but I have nothing by heritable descent; when anything shall have descended to me I will willingly make recompense &c. And know that if he had simply warranted, without saying more, he would have had to make recompense in value out of his purchased land.

Entry. § Alice and Beatrix brought a writ of Entry against C. for the manor of N., saying "into which he had not "entry except by H., the father of Alice and Beatrix, "while he was under age."—C. answered and said that they ought not to be answered; for the reason that H. gave to him that manor in exchange, and that he (H.) was seised of the manor taken by him in exchange while he was of full age, and that he held it all his life without challenge: so, (said he) we pray judgment if they ought to be answered.—*Inge.* Then you admit the entry.—*Kyngesham.* There is no need either to admit or deny the entry; because we give you an answer to the action when we tell you that the manor was given in exchange.—*Inge.* You must answer to the entry; for that is the cause of their demand, and you do not answer to their charge.—*Kyngesham.* There is no need for us to answer as to the entry; because if we were to put forward a quit-claim by Alice and

istra bref de resomuns, e yl nus garrantira, e nus averum A.D. 1294.
a la value, si il perde, de le tenement dunt yl fut seysy kant nus ly vochames; mes sy yl fut ore revoche, yl se poreyt[1] desaflublyer de fere a la value par la resone ke yl nad rens dunt yl purra &c.; e issy perdrom nus nostre tere.

§ Nota, ke la ou un heyr fut voche a garrantye par la chartre son pere, ke ren ne aveyt par dessente de heritage eynz aveit par purchas, Le heyr respount, ne pout estre dedyst ke coe neyt le fet nostre ancestre, e volunters garrantiroms; mes joe ne ay ren ke dessendu moy seit par dessente de heritage; e qant ren moy seyt dessendu, volunters fray &c.: e sachez sy yl ut symplement garranty sans,[2] yl ut fet a la value de son purchas. Nota.

§ Un Alice e Betrixe porterent ún bref de entre ver C., de le maner de N., en le quel yl nad entre sy nun par H., pere Alice e Betrixe, dum infra ætatem fuit.—*C.* respunt e dyt ke yl ne deyvent estre respondu; par la resone ky H. luy dona cel maner en eschange, e yl seysi de le eschange en sun playn age, e tynt a tote sa vye sanz chalange; dunt demaundom Jugement sy yl deyvent estre respondu.—*Inge.*[3] Dunke vus grantez le entre.—*Kyng*[9]. Coe nest mester a granter le entre ou dedire; pur coe ke nus vus responum al accion par la ou nus dyom ke le maner fut done en eschange.—*Inge.* Yl est mester ke vus responet al entre; pur coe ke coe est la cauce e de lur demande, e vus ne responet a lur coupement.—*Kyng*[9]. Yl nest mester ke nus responum al entre; par la resone ke sy nus meysoms avant la quite clamance Alice e Betrixe, par la quele Entre.

[1] This has been badly altered to *payereyt*.

[2] The word *sans* has been interlined.

[3] MS. *Kyng*[9].

A.D. 1294. Beatrix by which they would be barred of an action, there would then be no need to answer to the entry: so in the present case; inasmuch as that exception goes to the action. — *Inge.* The case which you put is not similar; for there you would claim to bar Alice and Beatrix by their own deed; but in this case we must know about the estate of the person who conveyed, i.e. if it was such that he could make the conveyance.— *Inge.* I will prove to you that you must answer as to the entry; because if H., on whose seisin we demand, had brought a writ of Entry when he was of full age, and you had endeavoured to bar him by pleading the exchange, he could have answered that the exchange was made while he was under age, (and then he could elect whether he would hold to the exchange or not); whereupon you must have answered to the entry, i.e. if you had entry by him while he was under age; so in the present case.—*Kyngesham.* We will admit that it was while he was under age. What do you answer to the exchange?—*Inge.* We will imparl.—And then he came back and said, Sir, we tell you that H. was under age when he made the conveyance, and that he died under age; ready to aver it. — *Kyngesham.* What do you answer as to the exchange? — *Inge.* There is no need to answer to that point, since we answer that he was under age when he conveyed, and that he died while under age. — *Kyngesham.* Alice and Beatrix as demandants can not be in a better condition than H. their ancestor was when he was of full age; but if H. their ancestor had when of full age brought a writ demanding the manor, we should have pleaded and alleged that he was seised of the thing taken by him in exchange, whereby he would have been obliged to hold to the thing taken by him in exchange or to the other: now, inasmuch as they intend to recover the thing exchanged, they want to have both; and that would be a hardship; so we pray judgment if they ought not

yl serreyent forsbarre de accion, par la yl ne sereyt A.D. 1294.
mester a respondre al entre: aussy par de sa; desicum cete excepciun est al acciun.—*Inge.* Coe nest pas semblable; pur coe ke la vus vodrez forbarrer Alice e Betrixe par lur fet demene; mes en coe cas yl covent saver del estat la persone ke lessa, sy yl fut tel ke pout les fere.—*Inge.* Joe vus pruf ke yl covent respondre al entre; par la resone ke sy H. de ky seysine nus demaundom portat bref de entre qant yl fut de pleyn age, e vus ly vodriez forbarrer par la chaunge, H. pout respondre ke la chaunge fut tant cum yl fut deynz age, e dunke pout yl elyre sy yl tendreyt la chaunge ou nun; par quey yl vus covendreit respondre al entre, sy vus avyez entre par ly qant yl fut deynz age: aussy par dessa.—*Kyng*. Nus vus volom granter tant com yl fut deynz age: quey responez vus a la change?—*Inge.* Nuz enparlerum. E pus revint a dyt, Syre nus vus dyoms ke H. qant yl fit le les fut de deynz age, e morut deynz age, prest del averrer.—*Kyng*. Quey responez a la chaunge?—*Inge.* Coe nest pas mester, de pus ke nus responum ke yl fut de deynz age qant yl le lessa, e morust deynz age.—*Kyng*. De meylor condicion ne pount Alice e Betrixe estre en demandant ke H. lur ancestre fut qant yl fut de age; mes sy H. lur ancestre, qant yl fut de age, ut porte un bref e demande le maner, nus usom dyt e alegge ke yl fut seysy de la eschange, par quey yl covendreyt tenyr a la change ou al autre; dunt, entant com eus bient recoveryr la change, eus coveytent aver le un e lautre; e coe sereyt duresse; dunt demaundom Juge-

A.D. 1294. to answer as to the exchange.—*Inge.* The manor was not given in exchange; ready &c.—And the other side said the contrary.

Annuity. § Adam brought a writ of Annuity against the Prior of Huntingdon for 15*l.* the arrears of an annuity of 100*s.*, and thereof he put forward a writing. —[. . . .] (for the Prior). The writing states that we and our successors are bound to pay to Adam 100*s.* by the year until he be provided by us, or by some other person by our procurement, with a benefice; and we tell you that he has the church of C. by the gift of John de B. at our procurement; and we pray judgment. — *Hyham.* You can not say that; for we have been always seised of that annuity at your hand for two years since we have been seised of the church. — MUTFORD. Do you demand that annuity by virtue of your writing or by virtue of your seisin? — *Fresingfeld.* By virtue of both. — *Mutford.* They can not get to that; for the writing is your title; whereupon we answer that the condition contained in the writing is performed, because you have the church &c., and by our procurement; and if you deny it, we are ready to aver it.—*Hyham.* What have you to shew that we have the church by your procurement? — *Mutford.* A good jury. — *Hyham.* Inasmuch as you admit your deed, and you have nothing in hand to shew that we have the church by your procurement, we pray judgment. — *Mutford.* If the Prior had given to you the church of C., would it be necessary for him to have anything but a jury? certainly not; so in the present case.—*Hyham.* The case is not similar; because you allege the advancement to have been made by another person. — *Gislingham.* Answer if it was by his procurement or not; this is necessary. — *Hyham.* Not by his procurement, ready &c.—And the other side said the contrary.—So &c.

ment sy yl ne deyve respondre a les changes. — *Inge.* A.D. 1294.
Ke le maner ne fut pas done en eschange, prest &c.
Et alii e converso.

§ Adam porta un bref de annuele rente ver le priour de Huntyngdone de les arrerages de .xv. lyvers de c. soz par an, e de coe bota avant un escrit.—[. . . .] (pur le Priour). Le escrit veut ke nus e nos successours seyom tenuz de payer a Adam .c. soz par an jekes yl seyt purveu par nus, ou par autre par nostre procurement, de benefyz; e nus vus dioms ke yl ad la Esglise de C., de le don Jon de B., par nostre procurement; e demaundom Jugement.—*Hyham.* Coe ne poez dire; pur coé ke nus avum este seysy de cel annuelte par my vostre meyn deus ans pus ke nus fumes seysy de la esglyse.—*Mutford.* Le quel demandet vus cel annuette, par vostre escrit ou par vostre seysine?—*Fresingfeld.* Par lun e par lautre. — *Mutford.* A coe ne pount yl avenyr; kar le escrit est vostre title: dunt nus responum ke la condicion contenu en le escrit est playne, par la ou vus avez le esglise &c., e par nostre procurement; sy vus le dedeytes, prest de laverer. — *Hyham.* Quey avez de coe ke nus avum la esglise par vostre procurement? — *Mutford.* Bon pays. — *Heyham.* Desicom vus conisez vostre fet, e vus ne avez nul ren en poyn ke nus avum la esglise par vostre procurement, demaundom Jugement. — *Mutford.* Sy le priour vus ut done la esglyse de C., serreyt yl mester ke yl ut autre chosse pur ly ke pays? nanyl; aussy par de sa.—*Hyham.* Coe nest pas semblable; pur coe ke vus aleggez avansement par autre.—KYSINLINGHAM. Responet sy par son procurement ou nun; yl covent. — *Hyham.* Nent par son procurement, prest &c. E lautre le revers. Ideo &c.

Annuele rente.

A.D. 1294. Entry. § One A. brought a writ of Entry against B.—B. prayed the view, and then essoined himself; and afterwards he appeared and abated the writ; and A. purchased another writ; and B. prayed the view.—[. . . .] (for A.). You ought not to have the view; because heretofore we brought a like writ against you in this Court, and you then prayed the view, and after praying the view you were essoined; therefore you ought not to have the view.—*Hyham.* What you say would be correct if the Statute enured to you, and we had had the view in the first writ; but in the first writ we did not have the view, and the Statute says that the view shall be granted where one has not had the view in the first writ; and we pray judgment.—*Inge* (on the same side). You would rightly say that we ought not to have the view of the Sheriff had testified the view when he returned the writ; but he did not so; wherefore we pray the view.—THE JUSTICE. You sufficiently admitted the view, inasmuch as you were essoined; therefore you shall not (now) have the view.

Mesne. § The Prior of C. brought a writ of Mesne against John de Tandone, saying that tortiously he did not acquit him of services which the Abbat of Glastonbury demanded from him &c.; and tortiously for this that whereas he held of him one messuage and one carucate of land in N. &c., there came the Abbat and demanded of him eight shillings of rent &c.—*John.* In this writ he ought not to be answered; whereas he says that the Abbat distreined him &c., he could not distrein, because he is dead; and we pray judgment of the writ.—*Kyngesham.* That is no answer to us: you must answer if we were distreined by your default or not.—*Inge.* Still, he ought not to be answered; for the reason that whereas he says that he held of us one messuage &c., Sir, that the Abbat held

§ Un A. porta un bref de entre ver B.—B. demanda la vewe, e pus se fyt essoner; e apres aparut e abatit le bref; e A. purchasa autre bref. E B. demanda la vewe.—[. . . . .] (pur A.). La vewe ne devez aver; pur coe ke avant ces oures portames nus autel bref seyns ver vus, e la demandates la vewe, e apres vewe demande futes assone; par quey la vewe ne devez aver. —*Hyham.* Vus deysez ben sy le estatut[1] ouerat pur vus, e ke nus ussom hu la vewe en le primer bref; mes nus naviom pas la vewe en le primer, e le estatut veut ke la vewe seyt grante sy um ne avyt pas la vewe en le primer; e demaundom Jugement.—*Inge* (pro eodem). Ben deycez ke nus ne dusom la vewe aver, sy le viconte ut temoynye la vewe en le retorn du bref; mes yl ne le fit pas; parunt demaundom la vewe.—JUSTICE. Assez avez grante la vewe depus ke vus futes assone; par quei vus naverez la vewe. A.D. 1294. Entre.

§ Le priour de C. porta bref de men ver Jon de Tandone, ke atort ne ly aquite des services ke le Abbe de Glastingburi luy demanda &c.; e pur coe atort ke la ou yl teint de ly un mees e une carrue de tere en N. &c., la vint le Abbe e luy demanda .VIII. soz de rente &c.—*Jon.* A coe bref ne deyt estre respondu; de coe ke yl dyt ke le Abbe luy destreint &c., destreindre ne put yl, pur coe ke yl est mort; e demaundom Jugement du bref.—*Kyng*[2]. Coe nest nule response a nus; pur coe ke vus respondrez sy nus sumus destreint par vostre defaute ou nun.—*Inge.* Uncore ne deyt yl estre respondu; par la resone ke la ou yl dyt ke yl teynt de nus un mees &c., Syre, ke le Abbe teynt cel a tote Men.

[1] 13 Edw. I. (Westm. 2.) c. 47.

A.D. 1294. it all his life as the right of his church and died seised, and that the church is still seised thereof, we are ready to aver.—*Kyngesham.* Admit that it is your deed first of all, and afterwards say that. — *Inge.* There is no need to do that; since you can not say that you are tenant of the tenement, or were so on the day when the writ was purchased or since; and we pray judgment if you ought to be answered. — *Gislingham.* Are you tenant in demesne or not? — *Kyngesham.* There is no need to say; since we will aver that we were distreined by your default, and your charter states that you are bound to acquit us. —*Inge.* There is need; because if the Abbat should distrein for services on that messuage and on that land he would distrein himself and not you; there it is necessary to answer if you are tenant or not. — *Kyngesham.* Is it your deed or not? Answer on that point.—*Gislingham.* As before.

Trespass. § One A. brought a writ of Trespass against B., saying that tortiously and with force and arms he had taken his beasts in his common pasture in N. — *B.* denied the words of Court, and said that he had done nothing against the peace; for the reason that the same A. had driven beasts other than his own beasts into his lord's pasture, and that B. came as bailiff into the lord's pasture, and searched it, and found these beasts which were not his (A.'s) on the lord's pasture, and that B. took these beasts and drove them into his lord's pound; and he prayed aid of his lord. — *A.* This is a writ of Trespass, and we have counted against you that you came with force &c.; so in respect of your own wrong you ought not to pray aid. And on the other hand, that you were not bailiff we are ready &c.—*B.* Sir, we were searchers of the pasture, and we took those beasts, which were beasts belonging to some other person who had no

sa vye com le dreit de sa esglise, e morut seysy, e A.D. 1294.
uncore la esglise est seysy, prest de laverer. — *Kyng'*. Grantez ke coe est vostre fet a deprimes e pus dites coe.—*Inge.* A coe neyt mester, de pus ke vus ne poez dire ke vus eytes tenant du tenement, ne ne futes le jour de le bref purchasse ne pus; e demaundom Jugement sy vus devez estre respondu. — *Gysinlingham.* Estes vus tenant en demen ou nun?—*Kyng'*. Coe nest mester; de pus ke nus volum averer ke nus sumes destreint par defaute de vus; e vostre chartre veut ke vus seez tenu a la quitance.—*Inge.* Yl est mester, por coe ke sy le Abbe dut destreindre pur services en cel mes e en cele tere, yl destreindre sey meymes e nent vus; dunt yl covent respondre sy vus eytes tenant ou nun.—*Kyng'*. Est coe vostre fet ou nun? responet par la.—*Gyssinglinham.* Ut prius.

§ Un A. porta un bref de trespas ver B. ke atort e Trespas.
a force e as armes aveit pris ses avers en sa comune pasture en N.—*B.* deffendy les moz de la court, e dyt ke yl ne avoyt fet rens encontre la pes; par la resone ke memes cely A. aveyt chace autres bestes ke ces bestes demene en la pasture son seynur; B. vint en la pasture son seynur cum Baylyf, e ensecha e trova ses bestes ke ne furent pas les sens en la pasture son seynur, B. prent les bestes e les chaca en le park son seynur, e prie eyde de son seynur. — *A.* Coe est un bref de trespas, e nus avum conte ver vus ke vus venytes a force &c.; dunt de vostre tort vus ne devez prier eyde. E de autre part, ke vus ne futus baylyf, prest &c. — *B.* Sire, nus fumes sercheoures de la pasture, e preymes celes bestes ke furunt autri

A.D. 1294. right of common on that pasture; and we pray aid &c.

Mesne. § One A. brought a writ of Mesne against B. saying that tortiously he did not acquit him of services which B. demanded from him.—*Hyham* (for B.). What have you to shew regarding the acquittance?—*Adam.* Seisin of the acquittance by your ancestors and by you for time whereof memory runs not &c.—*Hyham.* And we pray judgment, inasmuch as he has no specialty to bind us to the acquittance but only a seisin in a court which bears no record, if by that acquittance he can now bind us.—*Adam,* And we pray judgment, inasmuch as you do not deny that we have been seised &c., if by that seisin you be not now bound to acquittance.—*Hyham.* Every acquittance is in the Right; and inasmuch as your writ supposes that we ought to acquit you in the Right,—but you can not shew title to the Right except seisin in a court which bears no record, we pray judgment if by that seisin you can now bind us to acquittance.

Note. § Three sisters are as one heir; but one heir can not be mesne between herself and the chief lord; therefore one of the sisters can not be mesne between her two sisters and the chief lord; because all of them are as one heir.

Writ of Right. § One A. brought a writ of Right against one B. for one carucate of land in C.—B. vouched to warranty John de Astinge and William and Geoffrey his parceners. A day was given to A.; and a day was given to B. to have his warrant; on which day John was in the King's service and brought a Protection, whereupon the parol was without day. Afterwards the demandant purchased a resummons, to have the tenant summoned; and the tenant came, and again vouched

bestes ke naveyent nule comune en cele pasture, e prium eyde &c. A.D. 1294.

§ Un A. porta un bref de meen ver B. ke atort ne luy aquite des services ke B. luy demanda. — *Hyham* (pur B.). Quey avez de la quitance?—*Adam*. Seysyne de la quitance par vos ancestres e par vus pus ke nule memorie ne court.—*Hyham*. E nus Jugement, desicom yl nad nule espesialte de nus lyer a la quitaunce fors tant soulement seysine en court ke porte nule record, sy par cel aquitance nus pusse ore lyer. — *Adam*. E nus Jugement, desicom vus ne dedeytes nent ke nus ne avum este seysy &c., sy par cele seysine ne seyez ore tenuz a la quitance. — *Hyham*. Checun aquitance est en le dreit; e desicom vostre bref suppose ke nus devoms aquiter vus en le dreit, mes vus ne avez nule title de dreit fors ke seysine en court ke porte nul recorde, demaundom Jugement sy par cele seysine nus pussez ore lyer a la quitance. Meen.

§ Nota, treys seers sunt cum un heyr; mes un heyr ne put estre meen parentre luy memes e le chef seynur; par unt une seer ne put estre meen parentre ces deus seers e le chef seynur, pur coe ke yl sunt tous cum un heyr. Nota.

§ Un A. porta bref de dreit ver un B. de une carrue de tere en C.—B. vocha a garrantye John de Astinge e Willem e Geffrey ces parceners. Jour fut done a A. e a B. de aver son garrant; a queu jour Jon fut en la service le Roy e porta une protexion, par quey la parole fut sanz jour: pus le demandant purchasa resomuns de fere somundre le tenant; le tenant vint e vocha Bref de Dreit.

A.D. 1294. John and his parceners.—John and his parceners came into court and prayed oyer of the process. The other side said, You ought not to have oyer of the process before you are a party; but a party you can not be before you enter into warranty: therefore enter into warranty, and then pray oyer of the process. John and his parceners said that they were parties when John brought the King's Protection; so (said they) from that day when we became parties by the voucher to warranty we pray oyer of the process.—*Hertpol.* You assert what you wish; you were not a party, and you are not a party before you enter into warranty; therefore enter into warranty, and afterwards pray oyer of the process.—John and his parceners warranted to B., and then they prayed oyer of the process.—*Hertpol* (for B.) went through the process since the last voucher, which was in the 12th year.—*Inge* (for John and his parceners) said that they ought to have oyer of the process since the time that he was in the King's Protection viz. the 11th year, when the original writ was brought here, inasmuch as this is the warrant to determine the plea.—It was adjudged that he should have oyer of the process only since the last voucher.—*Inge* passed on, and denied the right, and prayed aid of C. and B., parceners.—*Hertpol.* Make them out to be parceners.—*Inge* counted—descending from one William de Bruere to F. as son, from F. to Alice and Dionisia and Edith and Margery and Juliana as sisters: from Alice came John, from Dionisia came William, from Edith came Geoffrey, from Margery came C., from Juliana came B.—*Hertpol.* You ought not to have aid, for the reason that your ancestor William, of whose seisin you count tracing the descent step by step, was not ever seised since the seisin of our ancestor; and we pray judgment if you ought to have aid.—*Inge.* You answer nothing to this, that we pray aid &c.—*Gislingham.* They may be seised in parcenary, although

autre feez Jon e ces parceners.—Jon e ces parceners A.D. 1294.
vindrent en court e demaunderunt oye de le proces. Le autre part dyt ke oye de le proces ne devez aver avant ke vus seet partye; mes partye ne poez estre avant ke vus seez en le garrantye: pur quay entrez en la garrantye, e pus demandez oye del proces.—Jon e ces parceners dysseyent ke yl furunt partye par la ou Jon porta la protexion le Roy par quey la parole fut sanz jour; dunt de cel jour dunt nus fumes partye par le vocher a garrantye demaundom aver oye del proces.—*Hertpol.* Vus dytes vostre talent; partye ne futes vus mye ne eytes avant ke seez entre en garrantye; e pur coe entrez en la garrantye, e pus demaundet oye du proces.—Jon e ces parceners garrauntyrunt a B., e pus demanderunt oye del proces.—*Hertpol* (pur B.) fyt le proces pus le dreyn vocher le an dyssyme.—*Inge* (pur Jon e ces parceners) dyt ke yl dussent aver le oye de proces pus le tens ke yl fut en la proteccion le Roy le an unsime, ke le bref original fut porte seyns desicom cety est garrant a determynyr le play.—Fut agarde ke yl navereyt le oye du proces ke pus le dreyn vocher.—*Inge* passa outre, e deffendy le dreyt, e pria eyde de C. B. parceners.—*Hertpol.* Fetes les parceners?—*Inge* conta en dessendant de un Willem de Bruere a F. cum a fyz; de F. a Alice, Dionyse, Edyz, Margerye, Julyane cum a seers; de Alice vint Jon; de Dyonise Willem de Edyz Geffrey; de Margerye C. de Juliane B.—*Hertpol.* Eyde ne devez aver; par la resone ke Willem vostre ancestre de ky seysine vus contez en dessendaunt gradatim ne fut unkes seysy puys la seysine nostre auncestre &c.; e demaundom Jugement si eyde devet aver.—*Inge.* Vous ne responet ren a coe ke nous demaundom eyde &c.—*Gisilyngham.* Yl pount estre seysy en parcenerye, tut

A.D. 1294. William was not seised; as by succession or by feoffment. — *Warwick.* If we can foreclose you of your voucher by that exception that your ancestor was not ever seised as in demesne since the seisin of our ancestor through whom we demand, it follows clearly that we can bar you of the aid; and we pray judgment.

Voucher to warranty

§ One A. brought a writ against B.—B. vouched to warranty one C. who entered into warranty, and said that he and his wife were joint feoffees, and he prayed aid of his wife.—A. answered and said that he ought not to have aid; for the reason that he is sole feoffor; and as he alone entered into warranty he thereby severed himself from his wife, and so did a wrong to his wife; and we pray judgment if on his own wrong he ought to have aid. — *Hyham.* C. by his warranty is in the same condition as when he enfeoffed him; but at that time he held jointly with his wife; so we pray judgment if he ought not to have aid. — *Inge.* He ought not to have aid; for by his singly entering into warranty he appropriated to himself the fee and the freehold and the right; for every warranty is in the right; then, inasmuch as he singly entered into warranty, he singly ought to warrant; so we pray judgment.—And on the other hand, if he were to have aid of his wife, and he and his wife were to come into court and vouch over, and the demandant were to recover against the tenant, and the tenant against the husband and his wife, and they were to recover over, and she were to bring the Cui in vitâ &c. after the death of her husband, she would take nothing by her writ; for the reason that when she entered on the aid and they vouched jointly, she assented to the alienation of her husband, and so she would be for ever barred in a case where she committed no wrong; and we pray judgment if aid &c.—*Inge* (on the same be-

ne fut Willem seysy; cum par succession ou par feffement.—*Warwyke.* Sy nus poemes forclore vus de vostre vocher par cel excepciun ke vostre ancestre ne fut unkes seyse cum en demene pus la seysine nostre ancestre par my ky nus demaundom, yl assuyt ben ke nus vus poums forclore de eyde; e demaundom Jugement. A.D. 1294.

§ Un A. porta un bref ver B.—B. vocha a garrant un C. ke entra en la garrantye e dyst ke luy e sa femme furent joynt feffes, e pria eyde de sa femme.—Adam respont e dyt ke eyde ne dut yl aver; par la resone ke yl soul feffa, e yl soul entra en la garrantye en taunt yl se severa de sa femme, e yssy fit tort a sa femme; dunt demandom Jugement sy de son tort demene eyde deyve aver.—*Hyham.* C. par sa garrantye est en meme le estat ke yl fut quant yl ly feffa; mes a cel oure yl teint joyntement ou sa femme; dunt nus demaundom Jugement sy eyde ne deyve aver. *Inge.* Eyde ne deyt yl aver; ke entant ke yl entra soul en la garrantye yl apropria a ly meymes fee e franc tenement e dreit; ke checun garrantye est en le dreit; dunt desicum yl entra en la garrantye soul, yl soul deyt garranter; sy demaundon Jugement. E de autre part sy yl ut eyde de sa femme, e luy e sa femme vindrent en court e vocherent outre, e le demandant recovereyent ver le tenant, e le tenant ver le baron e sa femme, e eus outre, e ele porta cui in vita contradicere &c. apres la mort son baron, ele ne prendreyt rens par son bref; par la resone ke qant ele entra en eyde e vocherent joyntement, ele grea en coe ke son baron alyena, par quey ele serreyt touz jours forbarre par la ou ele ne fit nul tort; e demaundom Jugement sy eyde &c.—*Inge* (uncore pro eodem). Checun home purra enpirer Vocher a garant.

A.D. 1294. half again said), Any one can make his condition worse if he choose; and since you without your wife did singly enfeoff and singly enter to warranty, you thereby effected the severance and wrong; so you ought not to have aid in respect of your own incumbrance. —C. vouched to warranty, for a moiety of the messuage, one E., who came and warranted; and as to the other moiety he himself will answer.

Descent ex parte matris.

§ One A. demanded &c. on the seisin of Alice his aunt. — *Inge* (for A.). From Alice, because she died without heir of her body, the right descended to Laurence as her brother, and from Laurence to Adam as son.—*Hyham.* We freely admit that Alice died seised; but from Alice to Laurence as brother nothing could descend, because they were not of the same venter; there would sooner be an escheat; for the reason that one G. espoused one Petronilla, and begot Alice and Agnes; from Alice, because she died without heir of her body, the right descended to Agnes as sister; from Agnes to William, as son, who is of full age; and we pray judgment if, during William's life, he (Adam) can have an action. — *Inge.* As to Alice dying seised, we are both at one; but he is not Alice's brother on the mother's side, for G. the father never had any other wife than Petronilla, and Laurence was born during the coverture; and so it ought to descend to Laurence as brother rather than to Agnes as sister. — *Hyham.* We say that Alice and Agnes are of the whole blood, and that Alice and Laurence are not brother and sister on the mother's side; ready to aver it; and we pray judgment.—*Hertpol.* We are to try the blood and not the begetting.

Writ of Waste.

§ One A. brought a writ of Waste against B. and C. his wife for waste committed in the land which she held as her dower of his inheritance. — *Coventry.*

sa condissyon sy yl vodera; e pus ke vus sanz vostre femme soul feffates e soul en la garrantye entrates, entant feytes vus la severance e tort; dunt de vostre charge demene eyde ne devez aver.—*C.* vocha a garrantye de la meyte de mes un E. ke veint e garrantist; quant al autre meyte yl respondra memes. A.D. 1294.

La chosse dessendi de par la mere.

§ Un A. demanda &c. de la seysine Alice sowe aunte. —*Inge* (pro eodem). De Alice, pur coe ke ele morut sanz heyr de son cors, dessendyt a Lauerence cum a frere, de Lauerence a Adam cum a fyz.—*Hyham.* Nus grantum ben ke Alice morut seisye; mes de Alice a Laueranse cum a frere ren ne pout dessendre, pur coe ke yl ne furent pas de une ventre; ke serreyt plus tot eschete, par la resone ke un G. aveyt espose une Pernele e engendre Alice e Angneys; de Alice, pur coe ke ele morut sauns heyr de son cors, dessendat a Angneys cum a seer; de Agneys a Willem cum a fyz ke est en pleyne vye; e demaundom Jugement sy vivante Willem accion pusse aver.—*Inge.* Quant a coe ke Alice morut seysy nus sumes a un; mes ke yl neyt frere Alice de par la mere G. le pere naveyt unkes autre femme ke Pernele, e Lauerance naquit de deyns les esposayles; e yssy deyt plus tout dessendre a Lauerance cum a frere ke a Angneys cum a soer.—*Hyham.* Nus dyom ke Alice e Angneys sunt de enter sang, e ke Alyce e Lauerance ne sunt pas frere e soer de par la mere, prest de averer; e demaundom Jugement.—*Hertpol.* Nus sumes issy a detrier le sang e nemye le gendrure.

Bref de Wast.

§ Un A. porta un bref de wast ver B. e C. sa femme fet en la tere ke C. teynt en nun de dowere de son heritage.—*Covintre.* Cety bref supposse ke wast est fet

A.D. 1294. This writ supposes that the waste was committed since B. and C. were married; and we will aver that no waste has been committed. — *Inge.* If he would complain of waste committed by the wife before she was espoused, his writ ought to say, "to shew why the "aforesaid C. committed waste" &c.; but their writ says "to shew why the aforesaid B. and C. &c.," whereas the waste was committed during her widowhood; and so the writ is not good for his case. Therefore if he will save his writ he must traverse thus— Sir, the waste was committed after B. and C. were espoused, ready &c.

Ravishment of Ward.

§ One A. brought a writ of Ravishment &c. of one John who was in his ward whilst he was under age because his father held of him (A.) by knight's service. —[. . .] Sir, a writ of Wardship is in the Right, and he counts for damages; and we pray judgment.—*Mutford.* There are two writs of Wardship viz. one of right of Wardship, and this Writ of Wardship, founded on the Statute, which is a writ of Trespass; and by the writ of Right one tries the right to customs and services; and by this writ one does not, for this is a writ of Trespass; and therefore you must answer to the ravishment.—*Hyham.* We have not committed any ravishment; for the reason that the wardship belongs rightfully to us, and the infant of his own good pleasure came to us; and the Statute upon which this writ is founded gives this writ, "where the ravisher has no right "to the marriage;" but we have the right, and we pray judgment. — *Gislingham.* Answer to the ravishment.— *Inge.* This writ ought to take issue by the Statute on which it is founded; and the Statute does not enure for them, because we have the right. — *Gislingham.* You have acted against the peace; answer as to the ravishment of the heir, of whom he was seised: for if the wardship belonged to you, you might have brought

en la tere pus B. e C. furent esposez; e nus volum averer ke nul wast nad este pus fet.—*Inge.* Sy yl se voleyt pleyndre del wast ke sa femme fit avant ke ele fut espose, son bref devereyt dyre "ostensuri quare "prædicta C. fecit vastum &c." mes ore dyt lur bref "ostensuri quare prædicti B. et C.[1]" la ou le wast fut fet en sa veuuete; e pur coe neyt pas le bref bon en sun cas; e pur coe yl covendreyt ke yl traversat yssy sy yl voleyt saver son bref, Syre ke le wast fut fet apres coe ke B. e C. furent esposes prest &c. A.D. 1294.

§ Un A. porta bref de ravicement de un Jon ke fut en sa garde tant cum il fut deynz age pur coe ke son pere teynt de ly par service de chevaler.—[...] Sire, bref de garde est en le dreit, e yl conte par my damage; e demaundom Jugement.—*Mutford.* Yly sunt deuz brefs de garrde un de dreit de garde e cety bref de garde funde sur le estatut[2] ke est un bref de trespas; e par bref de dreyt home trie le dreyt de costumes e services; e par cety bref nent, ke coe est un bref de trespas; e pur coe covent ke vus responez a le ravicement.—*Hyham.* Nus navum pas fet ravysement; par la resone ke la garde apent a nus de dreit, e lenfaunt de sa bone volunte vynt a nus; e le estatut sur quey cety bref est funde doune cety bref la ou cely [ke] ravyt nat pas dreyt a le mariage; mes nus avum dreit, e demandum Jugement.—*Gisinlingham.* Responet a la ravicement.—*Inge.* Cety bref deyt prendre yssue par le estatut sur ky yl est funde; e le estatut ne euere nent pur eus, kar nus avum dreyt.—*Gisinlingham.* Vus avez fet encontre la pes; responet al ravysement del heyr dunt yl fut seysy; kar sy la garde apendeyt a vus, Ravysement de Garde.

[1] MS. A.

[2] 13 Edw. I. (Westm. 2.) c. 35.

A.D. 1294. a writ of Wardship and have gained it by judgment; but now you have ravished the infant of your own authority. — *Hyham.* They were never seised of the infant; ready to aver it.—And the other side said the contrary.—So &c.

Ejectment from Wardship.

§ One A. brought a writ of Ejectment from Wardship against B. who together with his land was in ward to him, for that while he was under age and in ward to him, he (B.) ejected him.—*Hyham.* Sir, we can not deny that the wardship of us did belong to him while we were under age; and when we attained our full age we purchased from our lord, who had granted the wardship of us to A., a writ directing him to put us in seisin of our lands. He (A.) would not do so: so we entered, as well we might, into our own land. — *Mutford.* Sir, this is a writ of Trespass; and we have counted against him that he came with force and arms; and he ought not. Judgment. — *Hyham.* I may enter my own land with all manner of arms, if I please; for I am doing no trespass. And we will aver that we were of full age when we entered; and your writ supposes that we were under age. We entered with the consent of the lord; ready to aver it; and also that we were of full age.—And the other side said that he was under age.—So &c.

Imprisonment.

§ One A. brought a writ of Imprisonment against B.—B. said that A. wounded a man in the vill where he was bailiff, and that the hue and cry were raised; and so he came to him and required him to find surety; but A. would not; so he (B.) took him, and detained him.—*Adam.* Sir, when he required pledges we found them; and after that, he took me and imprisoned me. And on the other hand, the trespass was committed out of the liberty; and since the bailiff could not take cognizance of the trespass, neither could he attach him.—

porryez aver porte bref de garde e conquis par Juge- A.D. 1294.
ment; mes ore avez lenfant par vostre autoryte demene.—*Hyham.* Yl ne furent unkes seysy del enfant, prest del averer. E les autres le revers. Ideo &c.

§ Un A. porta bref de engettement de garde ver B. ke fut en sa garde ensemblement ou sa tere, ke tant cum yl fut de deynz age e en sa garde yl lengetta.—*Hyham.* Syre, nus ne poums dedire ke la garde de nus a ly apendeyt tant com nus fumes deynz age; e qant nus venimes a nostre pleyn age nus purchasames bref de nostre seynur, ke aveyt grante la garde de nus a A., de nus mettre en seysine de nos teres: yl ne voleyt: dunt nus entrames ausy com ben nus lyst en nostre tere demene.—*Mutford.* Syre, coe est un bref de trespas, e nus avum conte ver ly yl vint a force e od armes; e yl ne deyt pas; Jugement.—*Hyham.* Ma tere demene purray joe entrer od tote les armes de munde sy joe vodrey; kar joe ne faz nul trespas: e nus volum averer ke nus fumes de pleyn age qant nus entrames; e vostre bref suppose ke nus fumes deynz age e ke nus entrames par gre le seynur prest del averrer e ke nus fumes de pleyn age.—E les autres ke yl fut de deynz age.—Ideo &c. Engettement de Garde.

§ Un A. porta bref de enprisonement ver B.—*B.* dyt ke A. nauffra un home en la vyle ou yl fut baylyf; e heu e crey fut leve, dunt yl vint a ly e ly priat ke yl ly trovat seurte; yl ne voleyt, dunt yl le prit e retint.—*Adam.* Sire, qant yl nus demanda plegges, nus ly trovames; dunt apres coe moy prit e enprisona. E de autre part, le trespas fut fet hors de la franchice; e pus ke le baylyf ne put aver conysaunse del trespas, De Enprisonement.

A.D. 1294. *Hyham.* You assert what you wish: for if I slay a man belonging to one vill, the bailiff of another vill may attach me; and yet he shall not have power to take cognisance of the matter by trying me. And on the other hand, although he (A.) did find surety, yet, forasmuch as the life of the wounded man was despaired of, he was rightfully taken and imprisoned. —*Anger.* You say rightly.—The other side traversed, saying that the life of the wounded man was not despaired of.—And the other party said the contrary.—So &c.

Entry in the "per."

The circumstances were these. Alice had a heritage; her husband alienated her heritage to one B.; then came the chief lord and ejected B.; B. came and pleaded with him so well that he permitted him to enter on the tenements, to hold of him for a certain service and homage; of which he was seised.

One Alice brought a writ of Entry against B., saying "into which he had not entry except by her husband "whom &c." —*B.* vouched to warranty, by reason of homage, one Robert who came &c. — *Mutford.* The vouching was ill allowed; for the woman might have challenged the voucher when he was vouching out of the degrees. For the writ says that he had entry by N. her husband; whereas he says that he had entry by us; wherefore we pray judgment. And on the other hand, where one wishes to bind another to warranty, it is necessary that he shew some specialty by which &c.; but he does not shew any specialty by which &c.; so we pray judgment &c. — *Asseby.* We vouch him because he is seised of our homage. — METINGHAM. Think you that if you hold a tenement of John de Mutford, and you do homage to me for the same tenement, I shall be bound to you in warranty? Nay.— *Asseby.* Sir, we tell you that he himself leased to us the tenements and received our homage for the said

yl ne put nent atacher. — *Hyham.* Vus dites vostre talent; kar sy joe tue un home de un vyle, le baylyf de un autre vyle moy put atacher, e nepurkant yl navera pouer de conustre cum de le pleder. E de autre part, ja ut yl trove seurte, pur coe ke hom dessapera de la vye le nauffre, a dreit fut yl pris e enprisone.—*Anger.* Vus dites veyrs.—Le autre traversa ke hom ne despera mye de la vye le nauffere. — E le autre le revers.— Ideo &c. A.D. 1294.

§ Le cas. Alice aveyt heritage; son baron alyene son heritage a B.; veynt le chef seynur e enjetta B.; B. vynt a ly e parla sy bel a ly ke yl luy lessa entrer les tenements a tenyr de ly pur certeyne service e pur homage de quel yl fut seysy. Entre en le per.

Un Alice porta bref de entre ver B. en le ques yl naveyt entre sy nun par son baron a ky &c.—*B.* voche a garrantye un Robert, par homage, ke vint &c.—*Mutford.* La vocher fut malement soffert; kar la femme pout aver chalange le vocher qant yl vocha hors de degres: kar le bref veut ke yl aveyt entre par N. son baron: e yl dyt ke yl aveyt entre par nus; dunt demaundom jugement. E de autre part, la ou hom veut lyer autre a la garrantye yl covent ke yl mustre akun espesciaute par quey &c.; e yl ne demostre nul especiaute par quey &c.: dunt demaundom Jugement &c. — *Asseby.* Nus ly vochum pur coe ke yl est seysy de nostre homage. — METINGHAM. Quidet vus, sy vus tenet un tenement de Jon de Mutford, e vus moy fetes homage de meme le tenement, ke joe vus serroy tenu a la garrantye? nanyl.—*Asseby.* Syre, nus vus diom ke yl memes nus lessa les tenements e resut nostre homages

A.D. 1294. tenements, and he is up to this day seised of our homage; and we pray judgment if he &c. — METINGHAM. Is it so?—*Asseby.* Ready &c. if he will deny it.—*Mutford.* When the woman brought the writ against him he could have abated the writ by the traverse that he had not entry by her husband but by us; and we pray judgment.—METINGHAM. Enter into warranty; and plead to the writ what you think best.—And he entered &c.

Note. § Note that a vouchee may, after he has entered into warranty, abate the writ if there be a variance between the count and the writ, or between the pone and the original; but although the writ is vicious in form he can not abate it, but he may counterplead the form of voucher or warranty before he enter into warranty.

Replegiare. § One William de Spaldinge brought the Replegiare against the Abbat of P.—*Gosefeld* avowed the taking good &c. for the reason that the Abbat held a hundred of the King, to which hundred all the tenants of the vill &c. owe suit; and this same William owed suit to the hundred aforesaid; and, for several defaults which he made, he was amerced by the hundred; and thus we avow &c. — *Mutford.* He avows the taking good, and does not support the avowry by any seisin; and we pray judgment of the avowry.— *Gosefeld.* We tell you that our ancestors have been seised of that suit to the hundred aforesaid by the hands of his ancestors, and since the term; ready &c. — *Mutford.* What are the names of those who were seised?—*Gosefeld.* We tell you that one Walter our predecessor was seised of that suit &c.—*Mutford.* Walter: now tell us the surname; and by which of our ancestors' hand he was seised: for that is necessary.—*Gosefeld* said as before.—*Mutford.* We tell you that neither you nor any of your predecessors were ever seised of that suit by the hand

de memes les tenements, e est hu coe jour seysy de nostre homage; e demandom Jugement si yl &c.— METINGHAM. Esse yssy?—*Asseby.* Prest &c. sy yl le voyle dedire.—*Mutford.* La ou la femme porta le bref ver ly yl pout aver abatu le bref de aver traverse ke yl naveyt pas entre par son [baron] mes par nus; e demaundom Jugement.—METINGHAM. Entrez en la garrantye, e dytes a bref coe ke vus quidez ke bon seyt. —Et intravit &c. A.D. 1294.

§ Nota, ke le voche apres ke yl entra en la garrantye yl pout abatre le bref sy yly est variance par entre le cunte e le bref ou par entre le pone e le bref original; mes meke le bref pecche en fourme yl ne le put pas abatre, mes contrepleder la fourme [del] vocher ou la garantye eyns ke yl entre en garrantye. Nota.

§ Un Willem de Spaldinge porta le replegiare ver le Abbe de P.— *Gosefeld* avoua la prise bone &c. par la resone ke le Abbe tent un hundrede deu Roy a quel hundrede tous les tenants de la vyle &c. deyvent sute e memes cety Willem sy deyt seute al hundrede avant dyt; e pur plusours defautes ke yl fit sy fut yl amercye par le hundrede; e issy avouum &c.—*Mutford.* Yl avowe la prise bone, e ne conferrme lavowerie de nuly seysine; e demaundom Jugement de la avowerie. —*Gosefeld.* Nus vus diom ke nos predecessours unt este seysy de cele sute a le hundrede avaunt dite par my les mayns ces ancestres, e pus le terme; prest &c. —*Mutford.* Quey aveyent yl a nun ke furent seysy? —*Gosefeld.* Nus vus diom ke un Water nostre predecessour fut seysy de cele seute &c.—*Mutford.* Water; dunt dies le sour nun, e par ky mayn de nos ancestres yl fut seysy; kar yl covent.—*Gosefeld.* Ut prius.—*Mutford.* Nus vus diom ke vus ne nul de vos predecessours unkes ne furent seysy de cele sute par my la Replegiare.

A.D. 1294. of our ancestors, ready &c.—*Gosefeld.* You must say more than that; namely that neither we nor any of our predecessors &c. nor of any other thing given for the release of that suit. For I hold a manor of the King by two suits to his court every year, and every year I give him two shillings to release the suit; now although he was never seised of the suit, yet if I cease to pay the two shillings he may distrein for the suit: therefore you must take that with you.—*Mutford.* None of your predecessors were ever seised of that suit by the hands of our ancestors, nor were they seised of any thing given for the release of that suit, ready &c. —*Gosefeld.* The reverse.—So &c.

Writ according to Statute.

§ One Adam brought a writ formed on the Statute, and he demanded a tenement, and said that it was his right and his heritage, whereof he himself was seised and that he leased it to one B. for the term of his life, and that B. aliened it in fee to one C., whereby it ought to revert to him by virtue of the Statute.—*Asseby.* Do you hold to the count?—*Inge.* Yes. And it was avowed.—*Asseby.* Sir, he has counted that it is his right and his heritage, and the writ says nothing about heritage: judgment &c. And on the other hand, the cause for which he demands this land is for that the tenement was alienated in fee; and the statute expresses this: and the writ does not make mention that the land was alienated in fee; and we pray judgment of the writ.—*Inge.* There is no need to make mention of the heritage in a writ in the "per," in this case, as there would be in a writ in the "post." And as to the other point, we tell you that you have prayed a View, and thereby have admitted the writ to be good; and we pray judgment if now &c.—*Asseby.* One can at any time abate a bad writ which is vicious in form; and we pray judgment of the writ.—*Inge.* We pray leave to sue a better writ &c.

meyn nos ancestres, prest &c.—*Gosefeld.* Yl covent ke vus dites plus a cel; ke nus ne nul de nos predecessours &c. ne de nule autre chosse pur relescer cele seute: kar joe teng un maner du Roy pur deus sutes a sa court par an, e checun an sy ly doyne joe deus soz pur relesser la sute, e uncore ne fut yl unkes seysy de cele seute, e sy joe cessay de payer les deus soz, sy porra yl destreindre pur la sute; par quey y covent ke vus pernez cel ou vus.—*Mutford.* Ke nul de vos predecessours ne furent seysy de cele sute par my la meyn nos ancestres, ne de nule chosse furent seysy pur relesser la sute, prest &c.—*Gosefeld* le revers. Ideo &c. A.D. 1294.

§ Un Adam porta bref fourme sur le estatut, e demanda un tenement, e dyt ke coe fut son dreyt e son heritage, dunt yl memes fut seysy e le lessa a un B. a terme de vye. B. le alyena a un C. en fee, par quey a ly deit revertyr par le estatut.[1]—*Asseby.* Volez le cunte?—*Inge.* Oyl: e fut avowe.—*Asseby.* Sire yl ad cunte ke coe est son dreyt e son heritage, e le bref ne dyt de nul heritage, Jugement &c. E de autre part, la cause par quey yl demande cete tere sy est pur coe ke le tenement est aliene en fee, e coe veut le estatut; e le bref ne fet nul mencion ke la tere fut alyene en fee; e demaundom Jugement du bref.—*Inge.* Neyt pas mester en la "per" en coe cas fere mension del heritage en le bref, sy coe ne fut en un "post." E qant al autre, nus vus dyom ke vus avez demande le vewe, par quey vus avez grante le bref bon; e demaundom Jugement sy ore &c.—*Asseby.* Tote veys put home abatre maveys bref ke pecche en fourme; e demandom Jugement du bref.—*Inge.* Conge de quere meylor bref &c. Bref solom le estatut.

[1] 6 Edw. I. c. 7.

A.D. 1294. Escheat. § One A. brought a writ of Escheat against B. and C. and D., and said that they tortiously deforced him of a messuage &c., and tortiously for this that it is his right and ought to be his escheat, for the reason that one Margery &c. held of one John one messuage &c. by fealty and by the service of one penny by the year; of which services he was seised by the hand of the aforesaid Margery, as by the hand of his very tenant, on the day when she was dead and alive, and that she died his tenant: and that from John the right of the escheat descended and ought to descend to A., who now demands, as son and heir; and which messuage &c. ought to revert to him because the aforesaid Margery his tenant was a bastard, and died without heir of her body; and if they will &c., good suit.—*Mutford.* Sir, whereas he has counted that he was seised of the services by the hand of Margery &c., we say that he was not; ready &c. —*Anger.* That is worth nothing. Answer if she was his tenant or not on the day when she died.—*Mutford.* Sir, as to the messuage which B. holds, we tell you that Margery gave that messuage &c. to one C., and C. out of his seisin leased that messuage to us for life, and by this charter. — *Huntindone.* She died seised in her demesne &c. of that messuage; ready &c.—And the other side said the contrary.—*Huntindone.* What answer you for the other two?—*Mutford.* As to the three acres of land which C. holds, we tell you that she enfeoffed him in fee of those three acres before her death; so that she did not die seised &c.; ready &c.—And the other side said the contrary.—*Mutford.* As to the land which D. holds, we tell you that Margery did not die your tenant of that land; ready &c. — And the other side said the contrary.—So &c.

Note. § Note that, it lies in the mouth of the vouchee to counterplead the form of the voucher and the warranty, and not the voucher; and the demandant can counter-

§ Un A. porta bref de eschete ver B. C. D., e dyt ke atort li deforcent un mees &c.; e pur coe atort ke coe est son dreyt, e sa eschete estre deit, par la resone ke une Margerye &c. teynt de ly un mees &c. par feute e pur les services de un dener par an; des ques services yl fut seysy par my la meyn ly avantdyte Margerye, com par my la meyn son verey tenant, le jour ke ele fut mort e vyf, e morut son tenant: de Jon dessendy le dreyt de le eschete e deverreyt dessendre a A. ke ore demande, com a fys e heyr; e le queu mees &c. deyt a ly revertyr, pur coe ke la avantdyte Margerye son tenant fut bastard e morut sauns heyr de son cors; sy yl &c. sute bone.—*Mutford.* Sire, la ou yl ad cunte ke yl fut seysy des services par my la meyn Margerye &c., ke nun, prest &c.—*Anger.* Ren ne vaut: responez sy ele fut son tenant le jour ke ele morust ou nun.—*Mutford.* Sire, qant a le mees ke B. tent, nus vus dyom ke Margerye dona cel mees &c. a un C., e C. ors de sa seysine nus lessa cel mees a terme de vye, e par cette chartre.—*Huntindone.* Ke ele morut seysy en son demene &c. de cel mees, prest &c.—E lautre le revers.—*Huntindone.* Quey responez vus des autres deus.—*Mutford.* Quant a les treis acres de tere ke C. tent, nus vus dyom ke ele ly feffa en fee de ces treis acres devant sa mort, yssy ke ele morut nent seysy &c., prest &c.: E lautre le revers.—*Mutford.* Qant a la tere ke D. tent, nus vus dyom ke Margerye ne morut pas vostre tenant de cele tere, prest &c. E lautre le revers. Ideo &c. A.D. 1294. Eschete.

§ Nota, ke yl gyt en la bouche le vouche a contrepleder la fourme del voucher e la garrantye e nent le voucher: e le demandant porra contrepleder le voucher Nota.

A.D. 1294. plead the voucher thus, Vouch you can not &c.; and not the form of the voucher and not the warranty.

Note. § Note that when one offers to speak, his words should not be obscure, but should be so plain that there is no need to tack any thing thereto.

Formedon. § One John brought a writ of Formedon against B., and counted that it was his right and his heritage; for the reason that one Robert de C. gave the aforesaid land to Willam de P. his father and to Eve his mother and to the heirs of their two bodies begotten, and of which land William his father and Eve his mother were seised in their demesne as of fee and of right &c., and which land ought to descend to the said John as son and heir of William and Eve, by the form of the gift; and if he will &c., good suit.—*Hertpol.* Sir, we tell you that B. entered on the tenement, after the death of his father, as son and heir; and that his father died seised in his demesne as of fee; and we pray judgment if we are bound to answer.—*Haveringtone.* Sir, Robert de C. gave &c. (as above); of which land they were seised. Eve survived her husband William; and alienated the land contrary to the form of the gift: so we pray judgment if that alienation ought to hurt us.—*Hertpol.* Sir, the alienation was made before the Statute; ready &c.—[*Haveringtone.*] First of all admit the form.—[*Hertpol.*] We admit the form.—*Haveringtone.* To whom was the alienation made before the Statute?—*Sutton.* Admit that the alienation was made before the Statute; and then ask that.—*Haveringtone.* We admit it. Now tell us.—*Sutton.* To the father of the said B.—*Haveringtone.* B.'s father never had entry by Eve, but had it by one Walter de Scanesfeld; ready &c. Now it passes from the nature of a Formedon to the nature of a writ of Entry.—*Haveringtone* said as before.—METINGHAM. You are talking of a matter aside,

yssy—vocher ne poez &c.; e ne my la fourme de le vocher e le garrantye nent. A.D. 1294.

§ Nota, la ou un home vodera parler, coe paroles ne serrunt pas closes mes serrunt sy declos ke yl ny eyt rens apyncer. Nota.

§ Un Jon porta un bref de fourme de doun ver B., e cunta ke coe fut son dreyt e son heritage; par la reson ke un Robert de C. dona lavant dyte tere a Willem de P. son pere e a Eve sa mere e a les heyr de lours deus cors engendres, de la quele tere Willem son pere e Eve sa mere furent seysy en lour demene com de fee e de dreyt &c., e la quele tere a meme cety Jon deyt dessendre, com a le fyz e heyr Willem e Eve, par la forme del don: sy yl &c., seute bone.—*Hertpol.* Sire, nus vus dyom ke B. entra en le tenement apres la mort son pere com fyz e heyr; e ke son pere morut seysy en son demene com de fee; e demaundom Jugement sy nus seom tenu a respondre.—*Haveryngtone.* Syre, Robert de C. dona &c., ut supra, de la quele tere yl furent seysy. Eve survesquit son baron Willem, e alyena la tere encontre la forme del don; dunt demaundom Jugement sy cele alyenacion nus deyt nure. —*Hertpol.* Syre, alyenacyion fut fet devant le estatut[1]; prest &c.—[*Haveringtone.*] Grantez la forme adeprimes. —[*Hertpol.*] Nus grantom la forme.—*Haveringtone.* A ky fut la alyenaciun fet devant le estatut?—*Sottone.* Grantez ke le alyenacyone fut fet devant le estatut, e pus dytes coe.—*Haveryngtone.* Nus le grantom: ore dystes.—*Sottone.* A le pere meme cety B.[2]—*Haveryngtone.* Ke le pere B.[2] naveyt unke entre par Eve, eynz aveyt par un Walter de Scanesfeld; prest &c. Ore passa yl hors de la nature de forme de don e le nature de bref de entre.—*Haveryngtone.* Ut prius.—METYNGHAM. Vus parlez ore de encoste e nent a vostre Fourme de Doun.

[1] 13 Edw. I. (Westm. 2) c. i. De donis.

[2] MS. Jon.

A.D. 1294. and not to your action: therefore answer over.—*Sutton.* They have admitted that the alienation was made before the Statute; and we pray judgment if he can demand anything against us.—*Scrope.* The alienation may have been made in several ways; either when she was under coverture or when she was sole; therefore let him say which it was.—BEREFORD. No, by my faith; it is not for them to say that, but it is for you who wish to be aided thereby.—METINGHAM. —Tell us if you will say any more or abide judgment. *Scrope.* We will imparl. [And he came back and said] Sir, we tell you that one Robert de C. gave the land to William &c. and to Eve his wife and to the heirs of their bodies &c., and if it should happen that &c. Eve survived William, and remained in seisin of the tenements for two years afterwards, and then married one Walter de Scanesfeld, which Walter alienated that land to the father of the said B., and thus the land was alienated while she was under coverture, and not while she was sole; ready &c. — *Sutton.* She was sole when &c., ready &c.

Writ of Nuisance to a market.

§ The Prior of Spalding brought a writ of Nuisance against B., for that he had held a market in the vill of P. to the nuisance of his market in such a vill; and he said that B. let it be quit of all toll, so that he has drawn all persons to the vill of P. and they have quitted the other market; to his damage &c.—*Gosefeld.* We pray the View, if we ought to have it.—*Hyham.* Where the demandant intends to recover a frank tenement or thing pertaining to a frank tenement, there it is right to pray the View; but he does not intend to recover &c.; therefore you ought not to have the View. And on the other hand, you can not in this case allege non-tenure; therefore &c. is not necessary. — *Gosefeld.* In a writ of Nuisance, for a foss or stang raised to the nuisance &c., one may have a View: so here.—METINGHAM. The case is not similar for the whole reason why

accion; e pur coe responez outre. — *Sottone.* Yl unt grante le alyenacion fet devant le estatut; e demaundom Jugement sy rens pusse vers nus demander.— *Srop.* Le alyenacyon pout estre fet en deverse maners; ou qant Eve fut covert de baron, ou qant ele fut soule de sey; e pur coe deyt le un ou lautre. — BEREFORD. Nanyl par fey: coe neit pas a eus a dire cel; eyns est a vus ke volez estre eyde par la. — METINGHAM. Dytes sy vus volez plus dire, ou demorer en Jugement. *Srop.* Nus enparlerum. Sire, nus vus diom ke un Robert de C. dona la tere a Willem &c. e a Eve sa femme e a lur heyrs de lour cors &c., e sy yssy fut &c. Eve survesquit Willem e demora en seysine des tenements deus ans apres, e pus le lessa esposer a un Water de S[c]anysfeld, le quel Water alyena cele tere a le pere memes cety B., e yssy fut la tere alyene qant ele fut coverte de baron e nent soule de sey, prest &c.—*Sottone.* Sole qant &c. prest &c. A.D. 1294.

§ Le Prior Despaldinge porta bref de annusance ver B., ke yl aveyt leve marche en la vyle de P. annussant a son marche en tele vyle; e dyt ke B. ly lessa estre quite de tounu, yssy ke yl dut tous a la vyle de P., e oud lesse lautre marche, a ces damages &c. — *Gosefeld.* Nus demaundom la vewe sy aver la devum. — *Hyham.* La ou le demandant bye recoveryr franc tenement ou chosse ke a franc tenement apent, la serreyt reson a demander la vewe; mes yl ne bye recoveryr &c.; par quey la vewe ne devez aver. E de autre part, vus ne poez nent alegger nun tenure en coe cas; par quey &c. neyt pas necessaire. — *Gosefeld.* En bref de annucance de fosse ou estank leve annucant &c. sy avera home la vewe; aussy par de sa.— METINGHAM. Se ne fut pas semblable; kar tote la Bref de Annusance a marche.

A.D. 1294. he shall have the View where a foss &c., is because there the thing is tangible, and if the nuisance be found, what was levied will be abated: but here there can be no manual dealing with, but only a ceasing of the market.—*Gosefeld.* By God, you must make him take down the stalls.—*Hyham.* Nay: let them stand, if you please, for us. And on the other hand, this is your own wrong; therefore you ought not to have the View. Judgment. — METINGHAM. Answer over. — *Gosefeld.* It is not to the nuisance of his market; ready &c.—And the other side said the contrary.

Voucher in a writ of Dower.

§ One John enfeoffed one Simond of three acres of land &c., and by his charter bound himself and his heirs to warrant to Simond and his heirs and assigns. Simond alienated the said tenements to one Robert, and thereupon a Fine was levied in the King's Court; which Fine witnessed that Robert was to give to Simond for the feoffment ten pounds by the year, and that Simond should be bound to warrant Robert and his heirs and assigns. John died; and Alice the wife of John brought a writ of Dower against Robert; Robert vouched to warranty William the son and heir of John by the charter; and by aid of the court the voucher was admitted, and the vouchee was summoned for a certain day; on which day he caused himself to be essoined; and afterwards he made an attorney by virtue of the King's writ for a certain term, and then went beyond sea: and the writ said that the attorney was made and received attorney in all pleas moved and to be moved up to a certain term, and that he might depute another attorney.—*Inge* (for Robert who vouched, because he wished that the vouchee might make default, and that so the woman might on his default have recovered seisin of the land against him) alleged against the attorney thus—Sir let him show his warrant, how he was made attorney.—The attorney produced the writ

resone pur quey yl avera la vewe la ou fosse &c. est A.D. 1294.
pur coe ke la serra meyn Euere, sy le annucance seyt ateynt, de abatre coe ke est leve &c.; mes yssy nul meyn euere ne gyt, fors ke secer de la marche.—*Gosefeld.* Perdy, ly fet de oster les estaylages.—*Hyham.* Nanyl; lessez les estere, sy vus volez, pur nus. E de autre part, coe est vostre tord demene; par quey vus ne devez la veue aver. Jugement.—METINGHAM. Responez outre.—*Gosefeld.* Nent annusant a son marche, prest &c. E lautre le revers. Ideo &c.

§ Un Jon enfeffa un Symont de treys acres de tere &c., e oblyga ly e ces heyrs a garantir [a] Symont e a ces heyrs e a ces assignez par sa chartre. Symond alyena meme les tenements a un Robert, e sur coe se leva un fyn en la court le Roy; la quele fyn temonya ke Robert dorrayt a Symond pur le feffement .x. livres par an, e ke Symont serreyt tenu a garranter Robert e ces heyrs e ces assynges. Jon morut; Alice la femme Jon porta bref de dowere ver Robert. Robert vocha un Willem, fyz e heyr Jon, a garrantye par la chartre; par eyde de la court le vocher fut grante, e le vouche somons a certeyn jour; a queu jor yl se fit essoyner, e put fit son attorne par le bref le Roy a certeyne terme, e passa outre mer; le queu bref voleyt ke yl fut fet e resu atorne en tous plays mues e amovers checun a un certeyn terme, e ke yl pout fere autre atorne.—*Inge* (pur Robert ke vocha pur coe ke yl voleyt ke le voche ut fet defaute, yssy ke la femme pout aver recoveryr ver ly seysine de tere par sa defaute), e alegga encontre le atorne —Sire, mostre son garrant, coment yl fut fet atorne.—*Le*

Vocher en le bref de dowere.

A.D. 1294. which witnessed as aforesaid.—*Inge.* The King's writ witnesses that he was made attorney up to Michaelmas last past; and inasmuch as the term has passed, his power is extinct; so we pray judgment of Robert's default.—*Warwick.* The writ says that he was made attorney "in all pleas moved and to be moved" up to the term aforesaid; and inasmuch as this plea was moved within the term we pray judgment if he shall not be attorney during the plea.—*Hyham.* Whoever is made attorney in a plea shall remain attorney continually during that plea unless he be removed by the party who appointed him: and inasmuch as he has not been removed, we pray judgment.—*Inge* argued as before.—METINGHAM. The writ says "moved and to be "moved within the term aforesaid." And on the other hand, we who are here can receive an attorney during the continuance of the plea. And if we can do so, then the king can do so. Answer over.—*Warwick.* By virtue of what do you vouch us?—*Inge.* We vouch, as the assignee of Simond, William the son of John de P., which John enfeoffed Simond by this charter. And lo here the Fine and our feoffment.—*Warwick* looked at the charter and the Fine, and said—Sir, inasmuch as he is the assignee of Simond, and he vouches simply as heir and not as assignee of Simond, we pray judgment of the form of the voucher. And on the other hand, John enfeoffed Simond and bound himself &c., as above; and Simond enfeoffed Robert his father in consideration of a rent of ten marks by the year, and bound himself &c. to warranty according as the Fine which he puts forward states, and he has let go his feoffor who is bound in warranty to him according to the Fine for the ten marks by the year, and who receives all the profit while we receive nothing, and has vouched us who have no profit. We pray judgment of the form of his voucher. The third reason is that John enfeoffed Simond, as above; and Simond enfeoffed Robert to

Atorne bota avant le bref ke temonya ut prius.—*Inge.* A.D. 1294.
Le bref le Roy temoyne ke yl fut fet atorne jekes a la Seynt Michel ore dreyn passe; e desycom le terme est passe, son pouer est esteynt; dunt demaundom Jugement de la defaute Robert.— *Warwyke.* Le bref veut ke yl fut fet atorne "in omnibus motis et movendis" jekes a le terme avant dyt; e desicom coe play fut mu deyns le terme, demaundom Jugement sy yl ne serra atorne duraunt le play. — *Hyham.* Ky est fet atorne en un play yl demora tote vers atorne durant cele play sy yl ne seyt ouste par cely ky le fyt; e desycom yl nest pas oste, demaundom Jugement sy yl &c. — *Inge.* Ut prius.—METINGHAM. Le bref veut "motis et movendis "infra prædictum terminum." E de autre part, nus ke sumes yssy poums reseyvere un atorne durrant tou le play. E sy nus pussum, ergo et Rex. Responez outre. —*Warwyke.* Par quey nus vochez? — *Inge.* Nus vouchum com le assingne Symond Willem le fyz Jon de P., le quel Jon feffa Symond par cete chartre: e veez issy la fyn e[1] nostre feffement. — *Warwyke* agarda la chartre e la fyn. Syre, desicom yl est le assingne Symond, e yl vouche symplement com heyr e nent com assingne Symond, demaundom Jugement de la forme del voucher. E de autre part, Jon enfeffa Symond e oblyga ly &c. ut prius; Symond enfeffa Robert son pere pur .x. mars renddaunt par an, e oblyga ly &c. a la garrantye, solom coe ke la fyn veut ke yl boute avaunt; e yl ad lesse son feffour, ke ly est tenu a garantye solom la fyn pur le .x. mars par an, e ke resseyt tou le prou e nus rens, e ad vouche nus ke nul prou avum: demaundom Jugement de la fourme de son vocher. La terce resone est ke Jon enfeffa Symond, ut prius; Symond enfeffa Robert a ly e a ces

[1] MS. de

A.D. 1294. hold to him and his heirs of his body begotten according to the tenor of the Fine; and he has vouched us simply, in the Right, whereas he has only a free-hold or a fee-tail if he has issue, whereof he ought to have made mention when he vouched in respect of the fee-tail; and thus he has vouched for a higher estate than he has. Judgment of the form of the voucher.—BEREFORD. By my faith, when he vouched he ought to have made mention of the estate which he had in the tenement, and have said how he held, viz. for term of of life or in fee-tail or how else; or otherwise have vouched upwards and not downwards; by so doing he might have sustained his voucher: but now he has vouched for a higher estate than he has.—*Inge.* To your first argument I answer that, whereas you say that we ought when we first vouched to have vouched you as heir of Simond, that is not necessary except when the party is present; and you now for the first time appear in court; and we tell you that we vouch you as assignee &c.; so that is sufficient. To your next argument, I say that when I have two ways I may elect which I shall take; and you can not deny that this is your deed: and we pray judgment. To your third argument viz. that we ought to have mentioned the fee-tail when we vouched, I say that there is no need to do so except in the presence of the party &c.; wherefore it is sufficient to say now that we hold in fee-tail. — BEREFORD. By my faith, you allege what you desire; you ought to have mentioned &c. as above. —*Warwick.* I will prove to you that your voucher is bad, and that great hardships would ensue if the voucher were allowed, and we were to enter into warranty in the form wherein they have vouched. You have vouched us in the Right, and by that charter, whereas you have only a fee-tail: suppose now that we had entered into warranty, and that then you had alienated the said tenements and afterwards

heyrs de son cors engendrez solom coe ke la fyn veut; A.D. 1294.
e yl nus ad vouche simplement en le dreyt, la ou yl ad fors franc tenement a terme de vye ou fee tayle sy yl ad yssue, dunt yl dut aver fet mencyon qant yl vochat de le fee tayle; e yssy ad yl voche pluys haut ke yl nad estat. Jugement de la forme de vocher.—BEREFORD.. Par foy yl dut aver fet mencyon de le estat ke yl aveyt en le tenement qant yl vocha, e aver dyst coment yl teynt a terme de vye ou par fee tayle; ou autrement voche en assendant e nent en dessendant, issy ke yl poreyt aver sustenu son [voucher]; e ore ad yl voche pluys haut ke yl nad estat.—*Inge.* A vostre primere resone vus repoyn ceo nest mester fors en presense de partye, la vous distes ke nus dussom aver voche com assingne Symond adeprimes qant nus vochames coe; e ore estes vus venus adeprimes en court; e vus dyom ke vus vochum com assingne &c.; par quey suffyt. Al autre resone, la ou joe ay deus veyes, joe purroy alyre a quele joe voyle prendre; e vus ne poez eddire ke coe neit vostre fet; e demaundom Jugement. A la terce resone, ke nus dussom aver fet mencyon de le fee tayle qant nus vochum, a coe neyt mester fors en presense de partye &c.; par ou assez suffit a dyre ore ke nus tenum par fee tayle.—BEREFORD. Par foy vus dites vostre talent; vus dussez aver fet mencyon, ut prius supra.—*Warwyke.* Ke vostre vocher est mauveis joe vus prus, e ke grant duresses ensuereyent sy le vocher fut soffert e nus entrames en la garrantye en la forme ke yl unt voche. La ou vus nous avez voche en le dreyt e par cele chartre la ou vus [n] avez ke fee tayle: joe posse ore ke nus entre fussom en la garrantye, e vus pus ussez alyene memes les tenements e pus

A.D. 1294. died, and that the feoffee were impleaded by him to whom the reversion belongs and were to vouch your heir, and he were to warrant and were to vouch me, I should be bound to warranty because I had previously entered into warranty, and then I should have to make recompense in value to your heir; and then if afterwards he to whom the reversion belongs were impleaded and were to vouch me, I should be again bound to warrant; and so I should then again have to make recompense in value. And again, whereas you have only a fee-tail in the thing by virtue of the fine, if we were to enter into warranty according to the form of that voucher and should lose, and should then make recompense in value to him, you would thereby have the inheritance and would get recompense besides. We pray judgment &c.

Novel Disseisin; on the Statute.

§ One Richard de la Watre brought an Assise of Novel Disseisin against the Abbat of Westminster, and complained that he had tortiously disseised him of his freehold in W.—*Heyham.* Of what freehold?—*Sottone.* Sir, of the ward of the gate of the Abbey of Westminster and of the corrody (for the keeper) of two white loaves and of one gallon and a half of ale and of two messes of meat from the convent kitchen, and of six shillings of rent, and a cart load of hay and a truss of hay and a truss of grass.—*Heyham.* Sir, we tell you that the Abbat has committed no tort; for the reason that the warder of the gate must also be warder of the gaol, and that the one can not be severed from the other: so the Abbat answers and says that he (Richard) is seised if he chooses in this form: let him take the ward of and the livery for both, and let him be gone, in God's name.—*Sottone.* He has admitted that we are seised if we choose; we do choose, and we pray the assise on the thing demanded.—*Heyham.* We admit it in the manner in which we have stated; that is,

devye, e le feffe fut enplede par cely a ky la revers- A.D. 1294.
syon est, e le vocher vostre heyr, e yl garrantyt, e yl moy vochat, joe serroy lye a la garrantye pur coe ke joe entray avaunt a la garrantye, e la covendreit ke joe feyse a la value a vostre heyr; e pus sy cely a ky la revercyon apent fut enplede e yl moy vochat, joe serroy lye autre fez a la garrantye, e yssy ferroy joe adonke la value. E de autre part, la [ou] vus navez fors fee tayle en la chosse par la fyne, sy nus entrames en la garrantye solom la fourme de cel vocher e perdysom, e feysom a ly pus a la vaylanse, par tant serriet enheryte e averriez a la value a remenant; e demaundom Jugement &c.

§ Un Ricard de la Watre arama un assise de novele dysseysine ver le Abbe de Weymustre, e se pleynt ke atort &c. luy aveit desseysi de son franc [tenement] en W. — *Heyham.* De queu franc tenement? — *Sottone.* Syre, de la garde de la porte de le Abbeye de Westmustre, e du cunrey de deus blank payns a serjant, e de un galon de serveyse e demy, e de deus mees de la cusyne le covent, e de .vi. soz de rente, e une charette de feyn e de une trosse de feyn e de une trosse de herbage. — *Heyham.* Sire, nus vus diom ke le Abbe nat fet nul tort; par la resone ke cely ke avera la garde de la porte avera la garde de la gayole, yssy ke[1] le un ne put ne ne deyt estre cevere de lautre; dunt le Abbe respont e dyt ke yl est seysi sy yl veut en cete fourme, prenge la garde del un e del autre lyvereysun, e veye de par deus. — *Sottone.* Yl ad grante ke nus sumes seysi sy nus volum; nus volum ben, e priom lassise sur la demande. — *Heyham.* Nus grantum en la manere ke nus

Nova Disseisina super Statutum.

[1] MS. ke pur le.

A.D. 1294. you must take both.—*Sutton.* Would you have us take more than our plaint; we do not complain respecting the ward of the gaol, but we do &c.—*Warwick.* If you disseise me of twenty shillings of rent and I bring the Novel Disseisin against you and complain that you have disseised me of ten shillings of rent, shall I not have recovery unless I make plaint for all the twenty shillings? I think that I shall. So in the present case; because a benefit is not to be forced on one unwilling.—*Heyham.* That is not a similar case: for the reason that he (Richard) wants to have all the profit, and none of the burden of the prison; and that would not be right.—*Sutton.* Sir, we ask whether he intends to say that the ward of the gate and the ward of the gaol were given and granted as one single thing by itself, or as two separate things, or that the ward of the gaol is a service issuing from the ward of the gate. If he will say that it is a service issuing &c. then we pray judgment if he can oust us of our freehold, even if the service were in arrear: and if he say that they were [granted] as two separate things, then we pray judgment if we can not make our plaint regarding one and leave the other. For if you enfeoff me of two virgates of land, and then disseise me of both, I am at perfect liberty to bring the Novel Disseisin and complain that you have disseised me of one, and to abandon the other. And if he like to say that they form one single thing, let them say it and we will answer.—*Heyham.* There is no similarity between a service which issues out of lands or tenements and such a service as the ward of a gaol or such like: for when my service issuing from lands or tenements is in arrear I can distrein in my fee; where services of this kind are in arrear I can not distrein, but when he withdraws from the ward I am at perfect liberty to withhold the corrody; for otherwise it would follow that he would have the be-

avum dyt, yssy ke vus pernez le un [e] lautre.—*Sut-* A.D. 1294.
tone. Volez vus ke nus eum plus ke nostre pleynt est; nus ne pleynum point de la garde de la gayole, einz fesum &c.—*Warwyke.* Sy vus moy avez desseysy de .xx. soz de rente, e joe porte la novele disseysine ver vus, e repleynk ke vus moy avez desseysy de le .x. soz de rente, ne averay joe nul recoveryr sy joe ne moy voyle pleyndre de le .xx. soz enter? joe crey ke sy: aussy par de sa; quia invito non infertur beneficium.—*Heyham.* Coe nest pas semblable; par la resone ke yl vodreyt aver tut le prou e ren deu cark de la prisone; e coe ne serreyt pas resun. — *Sottone.* Syre, nus demaundom le quel yl veut dire ke la garde de la porte e la garde de la jayole furent donez e grantes cum un gros par sey, ou cum deuz gros; ou ke la garde de la gayole est un service issant de la garde de la porte: sy yl veut dire ke coe est un service issant &c. dunke demaundom Jugement sy yl nus pusse outer de nostre franc tenement tut fut yl yssy ke le service fut arere; e sy yl veut fut dyre ke se furent cum deuz gros, dunke demaundom Jugement sy nus ne pussum pleyndre de lun e lesser lautre: ke si vus moy feffet de deus vergez de tere e pus moy desseyset del lun e del autre, ben lyt a moy de porter la novele dysseysine e moy plendre ke vus moy avet desseysy [de lun] e lesser lautre. E sy yl voyle dire ke il sunt cum un gros par sey, dient cel, e nus respondrum.—*Heyham.* Yl ny ad nul semblaunce par entre service ke yt de tere ou de tenement e par entre teu service cum est de garde gayole ou tel semblable; ky par la ou mun service est arere ke yt de tere e de tenement, la pus jeo destreyndre [en] mun fee; e par la ou teu maner de service sunt arere, sy ne puyge nent destreyndre, mes ben lyt a moy, qant yl se retret de la garde, de retrere sun conrey: kar autrement ensuereyt yl ke yl avereyt

A.D. 1294. nefit without the burden attaching thereto. So, if he will say nought more, we pray judgment.—*Warwick.* Sir, we are here in a plea of assise, and we tell you Sir, that Richard de la Watere was seised of the ward of the gate together with the other [things] of which he complains he was disseised, on the day on which he was disseised and for a year and a half previously without being seised of the ward of the gaol, until he disseised us; ready to aver it by the assise; and we pray judgment, inasmuch as we were seised separately without the other, if there ought not to be an assise for one without the other.—HERTFORD (JUSTICE). In as good plight, please God, ought the lord to be against his servant as the servant is against his lord: but if the lord withhold the livery the servant may well withdraw from the ward; then by parity of reasoning if the servant withdraw from the ward the lord may well withhold the livery, because he can have no other remedy: so you must needs say some thing different.—*Warwick.* They say this, that the ward of the gate and the ward of the gaol can not be severed, but that he who is warder of the gate must be warder of the gaol, and that the ward of the gaol is annexed to the ward of the gate. Sir, see here the Abbat's charter made to him whose estate we have, which witnesses that the corrody was granted and given to him for the ward of the gate, without mentioning the gaol; and the Abbat has admitted our seisin, and that we were ousted by him; wherefore we pray the assise on the damages.—*Hyham.* Sir, he can not be party to the charter, for he is a total stranger to the charter &c.; and we tell you that one Adam de N. had that corrody, and was charged as well with one ward as with the other, and kept as well the one as the other all the time: and that after his death one Benet his son acted in like manner; and that after Benet's death his son W. kept as well the one as the other,

le prou e nent la charge ke apent: dunt demaundom Jugement, sy yl ne voyle autre chose dyre.—*Warwyke.* Syre, nus sumes[1] yssy en play de assise, e vus diom Syre, ke Richard de la Watere fut seysy de la garde de la porte, ensemble od lautre dunt yl se pleint estre desseysi, le jour ke yl fut disseysi e un an e demy avant, sanz estre seysi de la garde de la gayole, si[2] la ke yl nus desseysi; prest de averer par lasise; e demaundom Jugement, desicum nus fumes seysi severalment sanz lautre, sy assyse ne deyve estre del un sanz lautre.—HERTFORD (JUSTICE). De aussy bone condyssion, sy deu plet, deyt le seynur estre ver son serjaunt, cum le serjant serra ver le seynur: mes sy le seynur se retret de la lyvere, ben lyrreit au serjant se retrere de la garde; dunke par meyme la resone sy le serjant se retrete de fere la garde, ben lyt au seynur retrere la lyvere; kar autre remedie ne put yl aver: par quey yl vus covent dire autre chosse.—*Warwyke.* Yl diunt yssy, ke la garde de la porte e la garde de la gayole ne pount estre severez, mes cely ky ad la garde de la porte gardra la gayole; issy ke la garde de la gayole est anex a la garde de la porte. Syre, veez issy la chartre le Abbe fet a cely ky estat nus avum, ke teymoyne ke le cunrey fut grante e done a ly pur garder la porte, sanz fere mencyon de la gayole; e le Abbe sy ad conu nostre seysine e ke nus fumes hoste par ly; par quey nus prium lassise sur le damage.—*Hyham.* Syre, yl ne put estre partye a la chartre, ke yl est tut estrange a la chartre &c.; e vus diom ke un Adam de N. aveit cel cunre, e fut charge aussy ben del une cum de lautre, e garda le un aussy cum le autre tut le tens; apres sa mort, un Benet son fyz sy fit en meyme la manere; apres la mort Benet, un W. son fyz sy A.D. 1294.

[1] MS. eymes. [2] MS. en.

A.D. 1294. and was charged as well with the one as with the other: W. sold the estate which he had therein to one Robert the father of Richard de la Watere: Robert the father of Richard did, in like manner as his feoffor, keep both and was charged with both, and died seised: and after his death, because the Abbey was vacant and in the custody of our Lord the King, the King's escheator took the ward of the gate and of the gaol into the King's hands. Then the said Richard brought the King's writ to the King's escheator directing the escheator to enquire if the ward of both belonged to him or not, and that if he found that they did, that he should deliver the ward &c. The escheator would have delivered to him the ward of the gate and have retained the ward of the prison in the King's hands; but he (Richard) would not receive one without the other; thereupon the escheator took an inquest, and it was found by the inquest that he should have both, and by virtue of his own purchase; whereupon the escheator delivered both to him. Afterwards, in the time of the present Abbat, came John de Foxleye who was the Abbat's bailiff, and tried to oust him from the ward of the prison: so he came to the Abbat and prayed that he might have the ward of both as his antecessors had; and the Abbat, because he was well aware that his father had both, granted his request. Afterwards, six persons escaped from the prison; and after that he took one out of the prison and brought him to his inn and kept him there, so that he escaped. The Abbat then demanded from him the proper amends for the escape: so, when he saw that he was charged for the escape, he drew back, and would no longer keep the gaol; and thus would he have all the benefit and none of the burden: so we pray judgment, inasmuch as all those who have hitherto had the profit of the livery were charged with the ward of both, if he ought to have the profit without the charge.—*Warwick.* What have

garda le un e lautre e fut charge aussy ben del un cum del autre; W. meme le estat ke yl aveyt vendy a un Robert le pere Ricard de la Watere; Robert pere Ricard, en meme la manere cum son feffour, garda lun e lautre, e charge fut de lun e de lautre, e morut seysi; apres sa mort, pur coe ke le Abbeye fut voyde e en la garde nostre seynur le Roy, e le eschetur le Roy prit la garde de la porte e de la gayole en la meyn le Roy: meyme cety Ricard porta bref de Roy a le eschetur le Roy ke le Eschetur feit enquere si la garde del un e del autre apendeit a ly ou nun, e sy yl trovat ke sy, ke yl luy liverat la garde &c. Le eschetur ly vodereit aver livere la garde de la porte e aver retenu la garde de la prisone en la meyn le Roy pur le prou le Roy; yl ne voleyt receyvere lun sanz lautre: par quey leschetur prit lenqueste; trove fut par lenqueste ke yl avereit lun e lautre, e par sun purchas demeyne; par quey le eschetur luy lyvera lun e lautre: pus apres, en tens le abbe ke ore est, vint Jon de Foxleye, ke fut baylyf le abbe e ly vodreit aver oste de la garde de la prisone: yl vint e luy, pria ke yl pout aver la garde de lun e de lautre aussy cum ces ancestres le aveyent; le abbe, pur coe ke yl entendy ben ke son pere aveit le un e lautre, luy granta. Pus apres .vi. eschaperent de la prisone, e pus apres yl prit un hors de la prisone e le amena a son hostel e le teynt la yssy ky yl eschapa: le abbe demanda de ly pur le eschap coe ke apendeit; yssy qant yl vit ke yl serreyt charge de le eschap, yl se retrea, e ne voleit mes garder la gayole; e yssy vodreyt yl aver tut le prou e nent le carke: dunt demaundom Jugement, desycom tous seus ke aveynt devant ces houres le prou de la liveresiun sy furent chargez de garder le un e lautre, sy yl deive aver le prou saunz aver la charge.—*Warwyke.* Quey avet vus de la charge? A.D. 1294.

A.D. 1294. you to shew the charge?—*Heyham.* Your seisin of both: and even if we were to put forward what we have concerning it, you could not be party thereto.—*Warwick.* Do you wish to have the benefit of our seisin? —*Heyham.* Admit what we have stated, and let us go to judgment.—*Warwick.* You who are defendants can not take advantage by our seisin, but we who bring this assise can: and we will aver that we were seised until we were by the Abbat disseised; and we pray the assise.—HERTFORD. In every writ of Novel Disseisin, in order that one may recover his seisin he must have been disseised, and tortiously disseised: now the Abbat says Not tortiously, by reason that you were charged with both, and so were those before you; and that you will not keep the gaol as you are bound; and that if you will keep both, your livery is ready. —*Warwick.* Sir, we tell you that one Margery had the ward of the gate together with the livery before there was a gaol; and then after Margery's death her son, such an one, and after his death his son, such an one; wherefore he can not say that we are bound to the keeping of the gaol by reason of this corrody; and this we will aver by the assise.—*Hyham.* At that time they had Infangthef; and afterwards they obtained from the King the liberty of having a prison. And Adam and his son Benet and his son W. and Robert the father of Richard who had the ward and the corrody by the feoffment of W. were charged as well with one as the other during the whole of their time, and afterwards the said Richard on his purchase did the same; ready &c. — It was ordered that *Warwick* should answer if they who had the ward of the gate and had the livery were charged with the ward of the gaol together with the gate. — *Warwick.* Sir, none of those whose estate he intends to have were ever charged with the ward of the gaol; but what they did they did by way of favour and of their own will; ready &c. — *Heyham.*

—*Heyham.* Seysine de lun e de lautre: e tut meysum avant quey nous aviom de cel, vus a cel ne purriet estre partie. — *Warwyke.* Volez vus aver avantage de nostre seysine? — *Heyham.* Grantez coe ke nus avum dit; e a gugement seum. — *Warwyke.* De nostre seysine ne poez vus ke estes deffendants aver avantage, mes averum nus ke portum cete assyse; e volum averrer ke nus fumes seysy si la ke nus fumes desseysi par le abbe; lassise. — HERTFORD. En chekun novele disseysine a coe ke hom deyt recoveryr sa seysine yl covent ke yl seit disseysy e atort disseysy: le abbe vus dyt nent atort, par la resone ke vus estes charge de lun e de lautre, e sy furent les autres devant vus; e vus ne volez garder la gayole cum vus eytes charge, e sy vus volez garder lun e lautre vostre livere est prest. —*Warwyke.* Sire, nus vus diom ke une Margerie aveit la garde de la porte ensemblement od la livere eyns ky yly ayeyt jayole; e pus apres la mort Margerie un tel sun fyz, e apres ly un tel sun fyz; par quey yl ne put dire ke nus sumes charge de la garde de la gayole par la reson de seu cunrey; e coe volum averrer par lassise. — *Heyham.* Infogenefez aveit yl a cel houre; e pus porchacerent deu Roy de aver la franchice de aver prison: e ke Adam e Benet sun fyz e W. sun fyz, e Robert le pere Ricard ky aveit la garde e le cunrey par le feffement W., furent chargez aussy ben de[1] lun cum del autre e garderent lun e lautre tut lour tens, e pus apres meyme cety Ricard par sun purchas; prest &c.—Fut agarde ke *Warwyke* respondreit sy seus ky aveyent la garde de la porte e le liverysone furent chargez de garder la jayole ensemblement ou la porte. — *Warwyke.* Syre, unkes nul de seus ky estat yl bye de aver ne furent chargez de garder la gayole; mes coe ke yl fesseyent si fut par grace e par lur volunte demeyne; prest &c.—*Heyham.* A.D. 1294.

[1] MS. cum.

A.D. 1294. He can not say that: for by reason of the gaol their portion was increased by the six shillings of rent and the hay-cart and the trusses, which are not named in the charter so that they were charged &c., ready &c. —Therefore the Assise &c.

Trespass with force and arms.

§ One Adam brought the Quare vi et armis against B., saying that tortiously &c. and beat and wounded him &c.—B. said that he did not come with force and arms &c., but that the said Adam who now complains came and attacked him and would have slain him; so that if Adam did receive any harm from him, it was in his (B.'s) own defence, and that the matter was settled in pais for two marks; ready to aver it &c.—*Adam.* What have you to shew that we settled the matter?—*B.* A good jury.—*Adam.* We think that this is not sufficient. — METINGHAM. Answer if you settled the matter for two marks or not.—*Adam.* We did not settle the matter; ready &c.—And the other side said the contrary.—So &c.

Replegiari.

§ One Adam brought the Replegiari against B. and C., and said that they had tortiously taken his chattels, viz. one ox and other things &c. — *B. and C.* Sir, we pray judgment of the writ; for the reason that the ox and the other chattels which he has specified belonged to William de P. whose executors we are, and we are not described as executors; and we pray judgment of the writ.—*Adam.* We say that they were our chattels; ready &c.—And the others said, The chattels belonged to William, whose executors we are, and were delivered to us as executors, and were not yours; ready &c.—And because the Pone mentioned three persons while the Original mentioned only two, the writ was abated for the variance.

Coe ne put yl dire; ke par la resone de la jayole si fut lur portiun amende de .vi. soz de rente e de la charette de feyn e de la trosse, ke neyt pas nome en la chartre, yssy ke eus furent chargez &c., prest &c. —Ideo assisa. A.D. 1294.

§ Un Adam porta le quare vi et armis ver B. ke atort &c. e ly debaty e ly nauffra &c. — B. dit ke yl ne vint a force e armis &c., eyns memes cety Adam ke ore se pleynt vint e ly asaylyt e ly voleyt aver ossys, issint ke sy Adam nul mal ressut de ly coe fut pur sey defendre, e de se sunt yl acorde en pays pur deus mars, prest de laverrer &c. — *Adam.* Quey avez de coe ke nus sumes acordez? — *B.* Bon pays.— *Adam.* Nus entendom ke coe neyt mye assez. — METINGHAM. Responez sy vus estes acorde pur le deus mars ou nun. — *Adam.* Ke nus ne sumes nent acorde prest &c.—Et alii e converso.—Ideo &c. Quare vi et armis.

§ Un Adam porta le replegiare ver B. C.; e dit ke eus aveynt atort pris ces chateus un beef e autres choses &c. — *B. e C.* Syre, nus demaundom Jugement deu bref, par la resone ke le beef e les autres chateus ke yl ad nome sy furent a Willem de P. ky executoures nus sumes, e nus nent nomez cum executours; e demaundom Jugement deu bref.—*Adam.* Nus diums ke ceo furent nus chateus, prest &c. — E les autres ke les chates furent a Willem ky exequitours nus sumes e liverez a nus cum a exequitours e nent les vos; prest &c. — Pur coe ke le pone voleyt treis persones e le origynal ke deus, fut le bref abatu pur la variance. Replegiare.

A.D. 1294. Note. § Note that, a man may make an attorney in the Chancery by two kinds of writs, that is to say, by a close writ, in which case the attorney must have his warrant always ready; or by a patent writ, by the loss of which the attorney will not be delayed, because this writ is inrolled in the Chancery, and so he can vouch it; and that voucher is as good as if he had the writ in hand: and such an attorney can make an attorney.

Note. § In Novel Disseisin, if the defendant say that the demandant is seised of his frank-tenement and that consequently an assise ought not to pass for the frank-tenement, yet notwithstanding this, if his fruit has been carried off, the Assise shall give damages for the things carried off. And so he will recover damages although he be seised of the frank-tenement.

Trespass with force and arms. § One A. brought a writ of Trespass against B. in respect of thirty swans which he had taken with force &c.—*B.* On this writ he ought not to be answered; for he himself is seised of the swans. — THE JUSTICE. Answer to the charge that you came with force &c. and took the swans &c.—*Inge.* He tells you that he did not come with force and arms; but he avows the taking to be good &c., for the reason that he has been seised of that water, so that none of his (A.'s) swans nor any other's ought to come on that water, from time whereof memory runs not; ready &c.—*Kyngesham.* Then you mean to say that the water is yours, and also the entrances to the water.—*Inge.* We will aver our seisin.

Attachment Prohibition. § One Adam, the lord of the town of C., brought a writ of Attachment against B. de C. parson of the said town in respect of two plough-beasts for which he im-

§ Nota, ke par deus brefs home put fere atorne en la chauncelerie; coe est a saver ou par bref clos, e dunke covent ke latorne eyt son garrant touz jours prest; ou par bref overte e coe bref mekes yl seyt perdu le atorne ja le plus tard ne esterra pur coe ke coe bref est en roule en la chancelerie, par unt yl put vocher; e cel vocher vaut atant com yl ut le bref en poyn; [1] e un tel atorne poet fere atorne. A.D. 1294. Nota.

§ En novele dysseysine, sy le deffendant dye ke le demandaunt est seysy de son franc tenement, par unt assise ne deyt passer de franc tenement, nekedent, en cas sy sun frut seyt porte, lassise dirra de la damage de les choces enportez. Et sic recuperet dampna quamvis sit seisitus de libero tenemento. Nota.

§ Un A. porta bref de trespas, de .xxx. synes ke yl aveyt pris a force &c., ver B. &c.—*B.* A cety bref ne deyt estre respondu, pur coe ke yl est memes seysy de synes.—JUSTICE. Responet a coe ke vus venites a force &c. e preytes le synes &c.—*Inge.* Yl vus dit ke yl ne vynt poynt a force e as armes; mes yl avowe la prise bone &c., par la resone ke yl ad este seysy de cel ewe, issy ke nul de ces singnes ne des autres ne devereyt entrer cel ewe, de tens dunt memorie ne curt, prest &c.—*Kyng*?. Dunke vus volez dyre ke le ewe est le vostre e les entres del ewe.—*Inge.* Nus volum averrer nostre seysine. Quare vi et armis.

§ Un Adam le seynur de la vile de C. porta bref de atachement ver B. de C. persone de meme la vyle, de deus affres dunt yl luy empleda en court cristiene Atachiamentum contra prohibicionem.

[1] This line is by a different hand.

A.D. 1294. pleaded him in Court Christian contrary to the King's Prohibition.—B. answered that they did not plead about any lay chattel, but about a mortuary; ready &c.—*Adam.* You can not get to demand a mortuary against us unless we be executor or heir; but inasmuch as we are none of those, but we are the lord, and this was our heriot, and we were seised in the parson's time as of our lay chattel, we pray judgment.—[. . .] (for B.) We are attached to come here to answer why we prosecuted a plea for a lay chattel in Court Christian; we answer that it was not for a lay chattel, ready &c. —*Hyham.* And we will aver that it was our heriot; and that we are seised of the best beast according to the custom of the country; and that the parson shall have the second best beast as a mortuary by the custom; and so it was our lay chattel; ready &c.—*Tilton.* We can not be party to try the right to a mortuary in this court; but we will aver as above.—THE JUSTICE. Answer if it was his heriot, and if he was seised. —*Tilton* said as before.—*Auger.* You say that you impleaded him about a mortuary and not about a lay chattel; and he replies that it was about his lay chattel according to the custom of the town, and that he will aver it: so you must traverse thus—Not his lay chattel according to the custom of the town, ready &c. —And they went to the averment.

Entry. § One A. brought a writ of Entry against B. saying " into which he has not entry except by C. to whom D. who was only guardian &c. leased it.—B. vouched to warranty C. who warranted.—*Kyngesham* (for C.). You ought not to be answered; for if we be impleaded by a stranger, you will be bound to warrant to us by this deed: (and he put forward a charter which witnessed that he enfeoffed him in consideration of homage and in exchange.)—*Inge.* Answer to the entry and then say that.—*Kyngesham.* There is no need; since I wish to

encontre la prohibicyon le Rey.—*B.* respondi ke yl ne plederent de nul lay chatel, eyns de mortuare, prest &c. —*Adam.* A coe ne poez avenir a demander mortuare ver nus sy nus ne fumes exequitours ou heyrs; mes desicom nus sumes nul de seus, mes sumes seynur, e coe fut nostre heryot, e seysy fumes en le tens le persone com de nostre lay chatel, demaundom Jugement.—[. . .] (pur B.) Nus sumes atache de venyr seyns a respondre pur quey nus suymes play de lay chatel en courte cristiene; nus responum nent de lay chatel, prest &c.—*Hyham.* E nus volum averrer ke coe fut nostre heriot; e nus seysy de la meylore beste solom le usage du pays; e la persone avera la secunde meylor beste en nun de mortuare solom usage; e yssy coe fut nostre lay chatel; prest &c.—*Tiltone.* Partye a detrier mortuare ne poum estre en cete court; mes nus volom averrer com avaunt.—JUSTICE. Responet sy coe fut son heriot, e sy yl fut seysy.—*Tyltone.* Ut prius. —*Auger.* Vus dystes ke vus ly enpledates de mortuare e nent de lay chatel; e a vus respont ke de sun lay chatel solom usage de la vyle, e coe veut yl averrer: pur quey yl covent ke vus traversez nent de son lay chatel solom usage de la vyle, prest &c.:—e sunt a la verement. A.D. 1294.

§ Un A. porta un bref de entre ver B. en les ques yl nat entre sy nun par C. a ky D. le lessa ky naveyt sy garde nun &c.—*B.* vocha a garrantye C., ky garrantyt.—*Kyng*^{o} (pur C.). Vus ne devez estre respondu; kar sy nus sumes enpledez de un autre estrange, vus nus serryez tenu garrantir par coe fet; e bota avant une chartre en la quele fut contenu qy yl ly feffa par homage e par eschange [escuage?].—*Inge.* Responez al entre, e pus dites coe.—*Kyng*^{o}. A coe nest mester, de pus ke Entre.

A.D. 1294. estop you by your own deed.—*Inge.* We take the entry for granted; this exception is only in abatement of the writ; and he can not get to that because he has had the View.—*Auger.* It goes to the action and not to the writ.—*Inge.* You never had an estate by that deed; for neither at the time of the making of that writing nor for ten years before were we tenants; and we pray judgment.—*Kyngesham.* Answer: is it your deed or not?—*Gislingham.* It is not the same now as if you were being vouched; for then you might say that he never had any estate by that charter. And on the other hand, you have received his homage and the land exchanged. (This was the reason why the averment was not received.)—*Inge.* In like manner as I can rid myself of warranty by saying that he never had any estate by that deed and can thus avoid the deed, so I may avoid that deed by saying &c. And moreover there are three reasons; and by each of them he can bar us from our action. So we ask to which he will hold.—*Kyngesham.* To all; for each one supports the others.—*Inge.* Each one is peremptory; for if you vouch me &c., and I ask you by what, and you say By charter and homage and exchange, you will not be admitted to that voucher, because you ought to hold to one of the three; so here.—*Kyngesham.* You assert what you wish. For if homage and exchange be contained in the charter, I can vouch you by reason of the three, because they are contained in the charter.—THE JUSTICE. Hold to one of them.—*Kyngesham.* What answers he to his deed?—*Inge.* It was made while we were under age.—THE JUSTICE. Answer to the exchanges.—*Inge.* Let him hold to that and we will answer.—*Kyngesham.* He is seised of our homage.—*Inge.* He did homage to us while we were under age; ready &c.—*Kyngesham.* He was of full age when he received our homage; ready &c.—And the other side said the contrary.

joe vus voyle forbarrer par vostre fet.—*Inge.* Nus tenum le entre grante; e cete excepcion nest fors abatement deu bref; e a coe ne put yl avenyr, pur coe ke yl ad hu la Weue.—*Auger.* Cet al accyon e nun pas au bref.—*Inge.* Par cel fet navyez unkes estat; kar a la confeccyon de cel escrit ne .x. anz devant ne fumes en tenance; e demaundom Jugement.—*Kyng*^{o}. Responet; est coe vostre fet ou nun?—*Gissinllinham.* Yl neyt pas ore cum sy vus fussez voche; kar dunke purryez vus dyre ke par cele chartre naveyt yl unkes estat. E de autre part, vus avez ressu son homage e leschanges: et hoc fuit ratio quare verificacio non fuit admissa.—*Inge.* Par la ou joe me pusse desvoluper de la garrantye a dire ke par cel fet naveyt yl unkes estat e yssy voyder lescrit, en meme la manere joe pus voyder cel fet a dire &c. E de autre part, coe sunt treis resones; e par checun de eus yl put nus forclore de accyon; dunt nus demaundom a quel yl se voder a tenyr.—*Kyng*^{o}. Al un e al autre; pur coe ke le un afferme lautre.—*Inge.* Checun est un paremptorie; kar sy vus moy vochez &c., e joe vus demande par quey, e vus dytes par chartre homage e eschange, vus ne serriez inye ressu a cel vocher; par quey yl covendreyt ke vus tenycet a un des treis; ausy par de sa.—*Kyng*^{o}. Vus dites vostre talent: ke sy homage e eschange seyent en la chartre contenuz, joe vus porroy vocher par le treis, pur seo ke yl sunt contenuz en la chartre.—JUSTICE. Pernez al un de eus.—*Kyng*^{o}. Qey respont yl a son fet?—*Inge.* Ele fut fet tant com nus fumes deynz age.—JUSTICE. Responet a les changes.—*Inge.* Prenge a coe, e nus respondrum.—*Kyng*^{o}. Yl est seysy de nostre homage.—*Inge.* Yl nus fit homage tant com nus fumes de deynz age, prest &c.—*Kyng*^{o}. Ke yl fut de pleyn age qant yl ressut nostre homage; prest &c.—E les autres le revers. A.D. 1294.

A.D. 1294. Writ of Right. § One T. brought a writ of Right against Roger on the seisin of N. his father. — Roger said that he was the son of N. and the brother of T., by the same father and mother, but older than he; and that he (Roger) is in the tenancy; and he prayed judgment if during his life he (T.) could demand anything. — *Tilton.* Whereas he says that he is the son of N. and brother of T., we tell you that N. married one B., and that after he married her he never had a son named Roger; ready &c.—*Heyham.* Let it be avowed. — *Tilton.* They say that he entered as son and heir; we say that he did not; ready &c.—*Hyham.* We say that he was son and heir &c., and older than you. Shew us how he is not heir.

Replegiari. § John de Weaham brought the Replegiari against Auncel Reyner, saying that tortiously he took one horse &c.—*Auncel* avowed the taking &c. on one Agnes the daughter of William Eleyne; for the reason that W. held of Gilbert, the ancestor of Auncel, the tenement where the taking was made, at the yearly rent of two pence and one half-penny; of which service his father Gilbert was seised by the hand of William the father of Agnes &c.; and of which services ten pence are in arrear to him for four years payments; and thus &c. —*John de Welham.* Sir, we tell you that William Eleyne did not ever hold of your ancestor Gilbert, of whose seisin you count; ready &c.—*Auncel.* You can not get to that; for you are a total stranger to us.— He was obliged to receive the averment.

Note. § If one bring a Replegiari against B., and say that he tortiously took his two horses on Saturday &c. although one was taken on one day for suit, and the other was taken on a different day for suit, yet the writ shall stand. And it lies in the mouth of the destreiner to name the day when one and the day when the other was taken.

§ Un T. porta bref de dreyt ver R. de la seysine N. son pere.—*R.* dyt ke yl est fyz N. frere T. de pere e de mere, eyne de ly, e en tenance, e demanda Jugement sy tant com yl vyve reen pout demander.—*Tyltone.* Par la ou yl dyt ke yl est fyz N. frere T., nus vus dyom ke N. esposa un B., e pus ke yl esposa B. yl naveyt fyz Roger par nun, prest &c.—*Hyham.* Seit awowe.—*Tyltone.* Yl dient ke yl est entre com fyz e heyr; ke nun, prest &c.—*Hyham.* Nus dyom ke yl fut fiiz e heyr &c., e eyne de vus: mostrez nus coment yl nest pas heyr. A.D. 1294. Bref de Dreyt.

§ Jon de Weaham, porta le replegiare ver Auncel Reyner, ke atort prit un chyval &c.—*Auncel* avoua la prise &c. sur une Anneyse, fyle Willem Eleyne, par la resone ke W. tent de un Gylbert ancestre Ancel le tenement ou la prise fut fete pur deus deners e mayle rendand par an; de queu service Gylbert son pere fut seysy par la meyn Willem pere Anneyse &c.; de queu service .x. deners ly sunt arere de .iv. anz.; e yssy &c.—*Jon de Welham.* Syre, nus vus dioum ke Willem Eleyne ne tynt unkes de Gylbert vostre ancestre, de ky seysine vus cuntez; prest &c.—*Ancel.* A coe ne poez avenyr; kar vus eytes a nus tot estrange. —Yl covendreyt ke yl ressevat le averement. Replegiare.

§ Sy un home porte son replegiare ver B. e dyt ke yl atort prit se deus chevas le samady &c., mekes le un fut pris un jour pur sute, e lautre en autre jour pur suyte, uncore estera le bref. E yl gyt en la bouche le destreynant a dire le queu jour le unfut pris e lautre. Nota.

A.D. 1294. Replegiari. § One Howel brought the Replegiari against B.—B. avowed the taking &c. for a suit and a rent of two shillings and six pence and two hens and a cock &c.—*Gosefeld.* Heretofore to wit at three weeks of Easter we brought the Replegiari against him in this court, and he then avowed &c. for the same cause as he does now; and an inquest is pending here yet for the same matter; and we pray judgment if, pending the other plea and the inquest here, he can make avowry for the same cause as before.—*Auger.* Is it so?—*B.* Sir, we avow &c. for homage and for suit &c.; we did not previously mention that it was for homage. (And thus he added, and his addition was allowed).—*Gosefeld.* Sir, it was for the same cause; ready &c.—B. was obliged to accept the averment.—So &c.

Voucher. § Sir John de C. vouched to warranty, by aid &c., Benet de C. &c., whose body and part of whose lands are in ward of William &c., and part &c. of Roger de N., and part &c. Roger perpetually made default; and now Benet is dead; we pray that the default may be released and that John may revouch the heir &c.—And so it was done.

Note. § If three or four persons be vouched to warranty, none can answer without the others; because they represent one person.

Note. § Matthew of the Exchequer brought a writ of Debt against B.—*B.* Sir, they have counted that the contract was made in London; and the writ is directed to the Sheriff of Derbyshire: judgment of the writ.—It was quashed.

Note. § If one bring the Replegiari in respect of beasts driven from one county into another, and the defendant avow &c. for a certain reason, so that they get to an

§ Un Houel porta le replegiare ver B. — B. avoua &c. pur seute e deus soz e .vi. deners de rente, e deus gelynes e un cok &c. — *Gosefeld.* Devaunt ses houres as treys semeyns de paskes sy portames nus ver ly en cete court le replegiare; yl avoua &c. al houre pur meme lencheson com yl fet; e enqueste pent seyns uncore pur meme la chose: demaundom Jugement sy, pendant lautre play e lenqueste seyns, pusse avouerie ore fere pur meme lencheson com avant. — *Auger.* Esse yssy? — *B.* Sire, nus avouum &c. pur homage e pur seute &c.; e avant nus ne deymes pas pur homage. Et sic addidit et addicio fuit allocata.— *Gosefeld.* Sire, pur meme lencheson; prest &c. — Il covendreyt ke B. resevat lenverement.— Ideo &c. A.D. 1294. Replegiare.

§ Sire John de C. vocha a garrantye, par eyde &c., Benet de C. &c., ki cors e partye de teres sunt en la garde Willem &c., e partye &c. Roger de N., e partye &c. Roger fyt defaute tous jours; ore est Benet mort; nus priom ke la defaute seit relesse eke Jon pusse revocher le heyr &c.—Et factum fuit. Vocher.

§ Sy treis ou .iv. seyent vochez a garrantye, ke nul ne put respondre sanz autre; pur coe ke yl presentent une persone. Nota.

§ Mayeu de la Chekere porta bref de dette ver B. —*B.* Sire yl unt cunte ke le contrat fut fet en Lundre; e le bref a vicunte de Derby. Jugement du bref. — Quassatum fuit. Nota.

§ Sy un home porte le replegiare des avers enchaces de un cunte en un autre, e lautre avoue &c. pur certeyne resone, yssy ke yl seynt a la verement Nota.

A.D. 1294. averment; the Inquest shall be made up half from the county where the beasts were delivered and the other half from the county where the beasts were taken.

Debt. § Master Adam le Franceys and others, named in the writ executors of Gilbert le Franceys, demanded by writ of Debt against one Michael two hundred marks and ten pounds, for the reason that whereas it was agreed between the aforesaid Michael and Gilbert that Michael should give to Gilbert, in consideration of the marriage of one of his sons with Michael's daughter, two hundred marks and ten pounds; and if it should happen that W. the eldest son of Michael should marry Gilbert's daughter that the ten pounds should be repaid; and Gilbert delivered his son Richard to Michael together with the manor of Porruho to manage it for the benefit of the infant; and Gilbert often came to Michael and prayed him that he would, according to the agreement, cause his (Gilbert's) son to marry his daughter; but that he would not consent thereto: wherefore Gilbert in his lifetime often asked for the two hundred and ten pounds, and we as executors have often since demanded the payment thereof; but he never would pay them, and yet will not, to the damage &c.—*Michael.* They ought not to be answered; for the reason that Gilbert had four executors, of whom two are dead leaving executors who are not named along with the others in the writ: and they ought to be named: judgment of the writ.—*Warwick.* What you say would be correct if they were defendants; but now they are demandants; so there is no need.—HERTFORD. You say truly.—*Louther.* Their writing states his covenant &c.; then, since a writ of Covenant lies properly in this case, judgment if in this writ of Debt he ought to be answered.—METINGHAM. If a covenant be made between Robert de Hertford and me that he shall enfeoff me of a carucate of land and put me in seisin at Easter in

ke lenqueste serra la meyte de cel cunte la ou les avers furent delyvers e la meyte de cel cunte la ou les avers furent prys. A.D. 1294.

§ Mestre Adam le Fransseys e les autres nomes en le bref exequitours Gylbert le Fransseys demanderunt par bref de dette ver un Michel deus .c. mars e .x. livres, par la resone ke la ou yl covynt entre lavantdyte Michel e Gilbert ke Michel dorreyt a Gilbert pur le mariage un[1] sun fyz a la fyle Michel deus .c. mars e .x. livres, e sy yssy fut ke W. le fyz eyne Michel esposat la fyle Gilbert ke les .x. livres fussent recoupes: Gylbert lyvera Rycard son fyz a Michel, ensemblement ov le maner de Porruho a enprouer al bens lenfant; Gylbert sovent veynt a Michel e ly pria solom covenaunt ke yl feyt son fyz esposer sa fyle; a coe ne voleit concenter; par quey Gilbert sovent demanda le deus .c. e .x. livres en sa vie aver &c. e nus pus com exsequitour sovent les avum demande; rendre ne les voleyt, ne uncore ne veut al damage &c. — *Michel.* Yl ne deyunt estre respondu; par la resone ke Gylbert aveyt .iv. exequitours, de ques deus sunt mors e unt exequitours ke ne sunt pas ou les autres nomes en le bref; e dussent estre nomes. Jugement deu bref. — *Warwyke.* Vus deysez ben sy ylly fussent defendans; mes ore sunt yl demandans, par quey yl neyt mester.—HERTFORD. Vus dytes veyrs. —*Louyere.* Lur escrit veut son covenant &c.; e dunt desycom bref de covenant gyt proprement en coe [cas], Jugement sy a cety bref de dette deit respondre. — METINGHAM. Sy covenant seyt fet par entre Robert de Hertford e moy ke yl me feffe de une carue de tere e me mette en seysine a la paske pur trente Dette.

[1] MS. Jon.

A.D. 1294. consideration of thirty marks, and I pay to him the thirty marks; and Easter comes, and he does nothing for me; in that case I may choose whether I will demand the money by writ of Debt, or demand by writ of Covenant that he perform his covenant with me in respect of the land: so in the present case. Answer over.—*Louther.* Sir, whereas he demands two hundred marks and ten pounds on account of the marriage of Richard the son of Gilbert, we freely admit the contract; and we tell you that Gilbert held of the King in chief, and that after Gilbert's death his son Richard was under age and unmarried; whereupon the King seized the wardship into his hand: and Michael went to the King and gave to him three hundred marks for the marriage; so we pray aid of the King; and thereof we vouch the record.—*Warwick.* There is no necessity; for we will aver three things, viz. that Gilbert caused his son Richard to affiance Michael's daughter, and that Gilbert's son was then fifteen years old and the woman twelve years old or more; so the contract could not have been set aside for want of age; and Gilbert delivered to Michael the body of his son: and thus he did as much as he could. And as to the solemnity not being performed, that was by his own laches, and not by Gilbert's default. Judgment if he ought to get any benefit from his own laches.—HEREFORD. Was the heir married when he gave the money to the King, or was he not? —*Louther.* When Gilbert died, his son was under age and unmarried; wherefore the ward of him belonged to the King; and then Michael married his daughter to Richard the son of Gilbert; and the King, when he heard of the thing, sent after Michael, and called him to account &c.; and he (Michael) could not deny it; so he made a fine to the King of three hundred pounds for the trespass in respect of the marriage had; and thereof we pray his record.—*Scotere.* It would be hard for Michael to pay the money to you, seeing that he gave

mars, Joe ly paye .xxx. mars; a[1] la paske vint, yl ne moy fet rens; la porroy joe choyser a demander les deners par bref de dette ou par bref de Covenant ke yl moy teyne covenant de la tere; aussy par de sa: responez outre.—*Louyere.* Syre, la ou yl demande deus .c. mars e .x. livres par la resone de le mariage Ricard le fyz Gylbert, nus conusom ben le contrat; e vus diom ke Gylbert teynt du Roy en chef, e apres la mort Gylbert sy fut Ricard son fyz deyns age e demarie, par quey le Roy seysy la garde en sa meyn: Michel vynt au Roy e ly dona treis .c. mars pur le mariage; dunt nus priom eyde deu Roy; e de coe vochum son record. — *Warwyke.* Coe nest mester; kar nus volom averrer .iij. choces, ke Gylbert fit Ricard son fyz affyancer la fyle Michel, e ke le fyz Gylbert fut al our de .xv. ans e la femme de .xii. ou de plus; par quey le contrat pur defaute de age ne pout aver este defet; e Gylbert livera a Michel le cors de son fyz; e yssy fit yl qant ke en ly fut[2]: e qant a cel ke solempnite ne fut pas fete, coe fut par sa lachesse demene, e nent par defaute de Gylbert. Jugement sy de sa lachesse demene deyve prou aver. — HERTFORD. Le quel fut le heyr marie a le oure qant yl dona le deners au Roy ou nun?—*Louyere.* Gylbert morut, son fyz de dens age e demarie; par quey la garde au Roy apendit; e pus Michel maria sa file a Ricard le fyz Gylbert; le Roy qant yl oya de cete chosse, demanda apres M., e ly enresona &c. e yl ne pout dedyre; pur quey yl fy sa fyn ou le Roy pur treis .c. livres pur le trespas en dreyt de la mariage fet, e de coe priom son record. —*Scotere.* Tort serreyt sy Michel dorreyt les deners a A.D. 1294.

[1] The *a* is interlined by a different hand.

[2] MS. fit.

A.D. 1294. so much to the King.—*Hyham.* What have you to shew that he gave any thing to the King?—*Louther.* As before.—*Hyham.* They have admitted that the ceremonies of Holy Church were performed before he gave the money; which ceremonies the King could not annul, notwithstanding any right which he had to the wardship and the marriage; so, what he gave he gave for his trespass, and not for the marriage which had previously taken place. Judgment. — *Louther.* The marriage was the reason why the King took the money.—HERTFORD. Think you that the King lost his rights in respect of the marriage because the man was previously given in marriage by one who had no power to do so? Not so.—*Louther.* Michael paid the money to the King for the trespass committed with regard to &c. against the King, ready &c., and we pray his record. And on the other hand we will prove it to you by the Chancery Roll.—HERTFORD. Vouch the record of one or of the other; you shall not have both.—*Louther.* The King's record.—*Warwick.* We can not deny it.—HERTFORD. What think you if the King bear record thereof?—*Warwick.* We shall lose wrongly; we know that well.—*Hyham.* We say that Gilbert caused his son and Michael's daughter to be affianced when they were of sufficient age to contract matrimony; and that he delivered the body &c. to Michael together with the manor of Poruho &c.; and that, if he had wished, he could have had the ceremonies of Holy Church performed before Gilbert died; ready &c.—*Louther.* You do not say sufficient: say how many days elapsed between the contract betwixt Gilbert and Michael and the day when Gilbert died.—*Hyham.* Are we to help ourselves and you too? Aid yourself by that, and say it.—HERTFORD. Pardi! you will have to tell us at last, if you intend to demur thereon; for there must have elapsed time sufficient for the banns of Holy Church to have been solemnly proclaimed according to the usage of Holy Church. Aid

vus, de pus ke yl dona tant au Roy.—*Hyham.* Quey avez de coe ke yl dona au Roy?—*Louyere.* Ut prius. —*Hyham.* Yl unt conu ke la solempnyte de seint esglise fut fete eynz ke yl dona les deners, la quele le Roy ne pout defere pur nul dreyt ke yl aveyt a la garde ne a la mariage; par quey coe ke yl dona sy fut pur son trespasse e ne mye pur le mariage ke fut fet devant. Jugement. — *Louyere.* Le mariage sy fut la cause pur quey le Roy pryt les deners.—HERTFORD. Quidet vus ke le Roy perdreyt ses dreyturus quant a la mariage pur coe ke yl fut marie devant par celi ke pouer ne aveyt? nanyl. — *Louyere.* Ke Mechel paya les deners au Roy pur le trespas fet en dreyt &c. au Roy, prest &c. son record. E de autre part nus le vus proverum [1] par roule de la chancelerye.— HERTFORD. Vochez record del un ou del autre; ke vus naverez pas amedeus. — *Louyere.* Du Roy memes. — *Warwyke.* Nus ne le poom dedire. — HERTFORD. Quey quidet vus sy le Roy porte record de coe.—*Warwyke.* De perdre atort; ben savum coe.—*Hyham.* Nus diom ke Gylbert fit ke son fyz e la fyle Michel furent entrefyez qant yl furent de pleyn age qant a matrimonye fere; e ke yl lyvera le cors &c. a Michel ensemblement oue le manere de Poruho &c.; yssy ke yl pout aver fet la solempnyte de seynt esglise sy yl vousyt eynz ke Gylbert morut; prest &c.—*Louyere.* Vus ne deytes pas assez; dittes kant des jours furent par entre le contrat fet entre Gylbert e Michel e le jour ke Gylbert morut.—*Hyham.* Devum eyder nus e vus? eydez vos memes par la, e dyez coe.—HERTFORD. Pardy, vus nus dyrrez a dreyn sy vus volez demorer par la; kar yl covendreyt tand de tens ke le ban de seynt esglise pout solempnement aver este fet solom le usage de

A.D. 1294.

[1] MS. troverum.

A.D. 1294. yourself by that, Hugh.—*Louther.* We tell you that the contract between us was made on Sunday, and that he died on the Monday following. Now for your statement.—*Hyham.* And we tell you that it was a year afterwards when he died; ready &c.—HERTFORD. Give us some certain time; a time to which you will hold.—*Hyham.* We will imparl.—*Hyham* came back and said that the King never received anything for the trespass in respect of the marriage; ready &c.—*Louther.* We are not on that point: for you went out to imparl on the certain time which elapsed between the contract and the day when Gilbert died; so you can not get to say that.—HERTFORD. You do not know where to hold.—*Louther.* That the King had of us three hundred marks for the trespass committed in respect of the marriage which belonged to him, we pray his record. —*Hyham.* We tell you that the King never received a penny or a halfpenny for the trespass committed in respect of the marriage which belonged of right to the King.—HERTFORD. What have you to do with the King's right? You are not a party here with the King trying the right to the marriage. Say if he did or did not pay the money to the King.—(*Hyham* was obliged to grant the aid.) *Hyham.* We tell you that the King never received a penny or a halfpenny for the trespass in respect of &c.; and, in God's name, let him have the King's record.

Darrein presentement.

§ Adam de Normanvyle brought an assise of Darrein Presentement against Robert parson of the church of Steytone.—*Heyham.* Adam de Normanvyle presented last his clerk, named Nicholas de N., to the church of N.; who was received and instituted by the Bishop; and by whose death the church is now vacant; of which advowson Robert, the parson of the church of Steytone, tortiously deforces him; and we pray the assise.—*Sutton.* Sir, we will imparl.—And he came back, and said, Sir,

seynt esglise. Hue, eydez vus par la.—*Louyere.* Nus vus diom ke le contrat fut fet entre eus le dymeyne e ke yl morut le lundy apres procheyn: ore vus.—*Hyham.* E nus dyom ke coe fut un an apres eyns ke yl morut, prest &c.—HERTFORD. Dites nus akun certeyn tens; a queu tens vus volez tenyr.—*Hyham.* Nus enparlerrum.—*Hyham* revint e dyt ke le Roy ne aveyt unkes ren pur les trespas fet en dreyt de le mariage, prest &c.—*Louyere.* Nus ne sumes pas la; kar vus issites de enparler sor serteyn tens par entre le contrat fet e le jour ke Gilbert morut: par quey vus ne poez avenyr a dire cel.—HERTFORD. Vus ne savez ou vus volez teuyr.—*Louyere.* Ke le Roy aveyt de nus treis .c. mars pur le trespas fet en dreyt de le mariage ke fut au Roy priom son record.—*Hyham.* Nus vus diom ke le Roy ne ressut unkes dener ne mayle pur le trespas ke fut fet en dreyt del mariage ke au Roy fut de dreyt apendant.—HERTFORD. Quey avez vus a fere de le dreyt le Roy? vus neytes pas partye au Roy yssy a detrier le dreyt de la mariage: dytes si yl paya au Roy le deners ou nun.—Yl covendreyt ke *Hyham* grantat le eyde.—*Hyham.* Nus vus diom ke le Roy ne ressut dener ne mayle pur le trespas en dreyt &c.; e eyt record deu Roy de par deus. A.D. 1294.

§ Adam de Normanvyle arrama un assyse de dreyn present ver Robert persone dele esglyse de Steytone.—*Heyham.* Adam de Normanvile presenta dreyn un son clerk, Nichol de N. par nun, a la esglise de N.; ke fut ressu e institut de esveske; par ky mort la esglyse est hore voyde; la quele avoweson Robert, la persone de Steytone, atort ly deforce; e prium lassise.—*Suttone.* Syre, nus enparlerum. E revint, e dit, Sire, Dreyn Present.

A.D. 1294. whereas Adam de Normanvyle says that he presented last &c., of which advowson Robert the parson &c. deforces him, Sir, Robert tells you that the said Adam gave to the said Robert four acres of land in the vill of N. together with the advowson of the church of N., by this charter; and Robert is now seised of the four acres of land; and if another were to implead him, he would vouch him (Adam) to warranty: therefore he deforces him rightfully and not wrongfully; and we pray judgment if in opposition to his own deed he can demand anything.—*Heyham.* Sir, he never had the four acres of our gift, nor was he ever put in seisin by Adam, let him shew whatever charter he may; ready &c. And on the other hand, there is a plea between them by writ of Novel Disseisin in respect of the same four acres before Sir Gilbert de Roystone. Judgment.—*Mutford.* Sir, we have said that Adam, by that charter, gave and granted to Robert the advowson &c., which charter is not denied; and we could not before now take seisin; this being the first avoidance since the gift made to us; judgment if the presentation do not belong to us.—*Hyham.* You can not sever the advowson from the four acres of land; you must go on pleading as you have begun: but you have said that we gave you four acres of land in N. together with the advowson, by the charter: now we offer to aver that you were never by us put in seisin of the land; and we pray judgment, if they refuse the averment.—*Mutford.* We are speaking here of the advowson of the church; this is a writ of Darrein presentement, granted to recover the advowson of a church; by which writ neither the right to the land can be tried, nor the averment which you offer; and inasmuch as this is the first avoidance since the making of the charter to us by which you gave us the advowson, we pray judgment if the advowson belongs to us.—HERTFORD (JUSTICE). You suppose, Heyham, that the advowson is

par la ou Adam de Normanvile dit ke yl presenta A.D. 1294.
dreyn &c., la quele avoueson Robert persone &c. luy deforce, Syre, Robert vus dit ke meyme cety Adam dona a meyme cety Robert .iiij.[1] acres de tere en la vile de N. ensemblement od la avouesone de la esglise de N., par cete chartre; e dunt Robert est huy coe jour seysy de le .iiij. acres de tere; e sy un autre ly emplede sy ly vochereyt a garrantye: par quey yl ly deforce a dreyt e nent atort; e demaundom Jugement si encontre sun fet demene ren puysse demander.— *Heyham.* Syre, ke unkes le .iiij. acres de tere de nostre doun aveyt, ne unkes par Adam fut mis en seysine, quele chartre yl met avant; prest, &c. E de autre part, yl ad play par entre eus par bref de novele dyssesine de meme le .iiij. acres devant Syre Gilbert de Roytone; Jugement. — *Mutford.* Syre nus avum dyt ke Adam dona e granta par cele chartre a Robert lavoweson &c., laquele chartre neyt pas dedyte; e nus avaunt hore nule seysine purrum aver; e cet hore la primere voydance apres le doun a nus fet; Jugement [si] le presentement a nus ne apent. — *Hyham.* Vus ne poez departer la avoweson de le .iiij. acres de tere; ke yl vus covent pleder aussy com vus avez commense; mes vus avez dyt ke nus vus donames .iiij. acres de tere en N. ensemblement od la avoweson par la chartre; nus volum averrer unkes par nus futes mis en seysine de la tere; e demaundom Jugement sy yl refussent le averement.—*Mutford.* Nus parlum yssy de le avoweson de la esglise; ke coe est un bref de dreyn present, grante a recoveryr avoweson de Esglise; par queu bref le dreyt de la tere ne put estre detrie ne le averement ke vus tendez; e desicom coe est la primere voydance apres la chartre a nus fete par la quele vus nus donates le avoweson, Jugement sy la avoweson a nus apent.— HERFORD (JUSTICE). Heyham, vus supposez ke la avowe-

[1] MS. iij.

A.D. 1294. appendant to the four acres of land; and that is false; for the advowson, severed by specialty from the manor to which it was appendant, is an advowson in gross.—*Warwick.* Sir, according to our notions, an advowson which is appendant to a manor, can be changed into one disappendant and in gross except in two ways. One way is where the advowson of a church is appendant to a manor, and the lord of the manor aliens the manor without reserving anything out of the manor save the advowson of the church: in this case the advowson has become one in gross. The other way is where the advowson, which is appendant to a manor, is alienated from the manor, together with some glebe, by a special deed. And inasmuch as he never had from us seisin of the land, we pray judgment.—*Hyham.* Sir, by way of strengthening his plea, we say that the "dedi" contained in the charter implies a transmutation of possession: but the advowson of a church is an incorporeal thing, of which there can not be transmutation of possession: so it seems that as to the advowson of the church he can not take any advantage unless he had seisin given to him by us of the land as glebe; and we pray judgment. — *Mutford.* And we pray judgment — inasmuch as you can not deny that it is your deed, and this is the first avoidance since the execution of the deed to Robert, and we are seised of the land, and whether rightfully or wrongfully can not be tried by this writ,—if the advowson does not belong to us.— HERTFORD and METINGHAM. Plead some thing else.— *Heyham.* Sir, in order to ease you, we will state the truth. It can not be denied that there was an arrangement between Robert and Adam that Adam should give to Robert the four acres together with the advowson, and that Robert should give to him twenty marks; and the charter was made and was delivered to an indifferent person, viz. N. the parson

son dut estre apendant a le .iiij. acres de tere; e coe A.D. 1294.
est faus, ke la avoweson, severe par especiaute de manere a quey manere ele fut apendant, est un gros par sey. — *Warwyke.* Sire, a coe ke nus entendom, avoweson ke est apendant a manere ne put estre fet desapendant e un gros par sey sy nun en deus maneres; la une est par la ou avowesun de esglise est apendant a un maner, e le seynur del maner aleyne le maner sanz ren retenyr ver ly de maner sauve a ly la avoweson de le esglise; en coe cas est le avowesun fet un gros par sey. Lautre est la ou la avoweson ke est apendant a un maner est aleyne hors du maner par especial fet, od glebe: e desicom yl ne aveyt unkes la seysine de la tere par nus, demaundom Jugement.— *Hyham.* Syre, pur affermer son dyt, vus diom ke le dedy en la chartre suppose en sey transmutacion de possession; mes avowesun de esglise est chose nun-corporale, la ou ne put estre mutacion de possession; par quey yl semble ke qant a la avowesun de la esglise ne put yl aver nul avantage, sy yl nut eu la seysine par nus de la tere cum de la glebe; e demaundom Jugement.— *Mutford.* E nus Jugement, desycom vus ne poez dedyre ke coe ne seyt vostre fet, e ke coe ne seyt la primere voydance apres le fet fet a Robert, e ke nus ne sumes seysy de la tere, e le quel coe seyt a dreyt ou atort coe ne put par cety bref estre detrie, sy la avoweson a nus ne apent. — HERTFORD. METINGHAM. Dites autre chosse.—*Heyham.* Syre, pur vus heser, nus dirrum la verite; ne put estre dedyt ke yl ny aveyt une purparlaunce, par entre Robert e Adam, ke Adam dorreyt a Robert le .iiij. acres ensemblement od la avoweson, e ke Robert luy dorreyt .xx. mars; la chartre fut fete e bayla en ouele mein, a un N. persone de

A.D. 1294. of the very church the plea whereof is now between us, on the terms that, when Robert should pay the money, the charter should be delivered to him; Robert did not pay any money, but of his own authority entered on the four acres of land during the life of N. the parson: afterwards N., who had the charter in his keeping, died: and Robert was his executor and came and found the charter, and took possession of it; so that never by our delivery did he have the charter; ready &c.; and if they refuse, we pray judgment. — *Mutford.* Sir, we are willing to aver that Robert had the charter in his possession for two years, while N. was alive; and this is contrary to what they say; ready &c.—*Warwick.* We will aver that he never had it by our delivery; and if you refuse, we pray judgment. — METINGHAM. You must answer if Robert had the charter by delivery by him or not. — *Mutford.* Sir, The charter was delivered to us with the assent and consent of Adam, ready &c. — *Warwick.* Never was the charter delivered to you with the assent and consent of Adam, by N. the parson who had the keeping of it, or by any other person; ready &c. — So to the country.

Note; it seems by this plea that the advowson of a church may be given without any glebe, and that the gift is good by the "dedi."

Voucher to warranty in a writ of Dower.

§ A woman brought a writ of Dower against one Isabel, and demanded the third part of one carucate of land &c.—*Isabel.* Sir, we tell you that one Richard is joint feoffee with me of the same land whereof &c., by this charter; and he is not named in the writ: judgment.—The writ was abated. She then purchased another writ against Richard and Isabel; Richard made default after default; whereupon Isabel came into court and said that it was her right, and she prayed that she might be received by virtue of the Statute to de-

meyme la esglyse dunt le play est hore entre eus, issy ke qant Robert payat le deners ke la chartre ly fut lyvere; Robert ne paya nul dener, mes de sa autoryte demeyne entra en le .iiij. acres de tere vivaunt N. la persone; pus apres morut N. ke aveyt la chartre en sa garde, e Robert fut sun exequitour, e vint e trova la chartre, e la prit ver ly; yssy ke unkes par nostre lyvere la chartre ne aveyt, prest &c.; e sy yl refussent, demaundom Jugement. — *Mutford.* Syre, nus volum averer ke Robert aveyt la chartre ver ly par deus anz vivaunt N.; e coe est contrarie a lur dyt; e prest &c. —*Warwyke.* Nus volum averrer ke par nostre livere unkes; e sy vus reffusez, Jugement.—METINGHAM. Yl covent ke vus responez sy Robert aveyt la chartre par sa livere ou nun. — *Mutford.* Sire, ke la chartre nus fut livere par le assent e la volunte Adam, prest &c.— *Warwyke.* E ke unkes la chartre ne vus fut livere, par le assent e la volunte Adam, par N. la persone ke laveit en garde ne pur nul autre, prest &c.—Ideo ad patriam. A.D. 1294.

Nota, per istud placitum, quod advocacio ecclesiæ potest dari sine gleba, et valet donacio par le dy [dedi?]?

§ Une femme porta bref de dowere ver une Isabele, e demanda la terce partye de une carue de tere &c.— *Isabele.* Syre, nus vus dyum ke un Ricard est joynt feffe od moy de meme la tere dunt &c., par cete chartre, nent nome en le bref; jugement, &c.—Le bref fut abatu.—Ele purchasa autre bref ver Ricard e Ysabele; Ricard fyt defaute apres defaute; par quei Isabele vint en court, e dyt ke coe fut son dreyt, e pria de estre ressu par statut[1] a defendre son dreyt, e ke

Vocacio ad warrantiam in brevi de dote.

[1] 13 Edw. I. (Westm. 2.) c. 3.

A.D. 1294. fend her right, and that any default which Richard had made might not prejudice her; whereupon she was received &c., and Richard was severed from her by judgment; and if the benefit of the Statute had not existed, she would have lost by Richard's default. She answered and said that she had a husband named Philip, without whom &c., and that he was not named &c.; judgment of the writ: whereby the writ abated. Thereupon the woman brought a third writ against Philip and Isabel his wife. Philip and Isabel vouched to warranty, by aid &c., one Lucas the heir of the feoffor. Lucas, by summons, came into court [and said] By virtue of what do you vouch me?—*Asseby.* By your father's deed.—*Seleby.* We freely admit the deed; and we say that this charter, by which they have vouched us, states that Richard and Isabel were jointly enfeoffed of the land in respect of which they vouch us; and they vouch for the entirety without Richard their parcener: Judgment of the form of the voucher.—*Asseby.* Sir, Richard was severed from us by judgment of this Court, because he made default in another writ; and the writ is brought against Philip and Isabel only as tenants of the entirety; and as the writ is brought against them as against the tenants of the entirety, they have vouched in respect of the entirety. Judgment if &c.—*Seleby.* Sir, it is no business of mine how the writ is brought: we are not pleading for the demandant, but for him who is vouched by that charter there; now we tell you that the charter states that Richard and Isabel were jointly enfeoffed &c. (as above &c.); judgment. And on the other hand, if we ought to warrant in the way in which they have vouched, the following hardship would ensue. Suppose that we were now to enter into warranty according to the form of their voucher, and then Richard were to bring the Novel Disseisin against Isabel and to say that she had disseised him of a moiety, and were

nule defaute ke Ricard aveyt fet ne ly tornat en pre- A.D. 1291.
judice; par quei ele fut ressu &c., e Ricard cevere de ly par jugement: e sy le benefice de statut ne hut este, ele hut perdu par la defaute ke Ricard fyt. Ele respondy e dyt ke ele fut coverte de barun un Phelip par nun, sanz ky &c., nent nome &c., jugement deu bref: par quey le bref se abaty: par quey ele porta le terce bref ver Phelip e Isabele sa femme. — Phelyp e Isabele vocherent a garrantye, par eyde &c., un Lucas le heyr le feffor. Lucas par somons vint en court;—par quei moy vochez?—*Ayseby.* Par le fet vostre pere.—*Seleby.* Nus grantum ben le fet; e dium ke cele chartre, par quey yl nus unt voche, veut ke un Ricard e Isabele furent jont feffe de la tere dunt yl nus vochent; e ele vocherent del entere sanz Ricard sun parcener; Jugement de la forme de vocher.—*Asseby.* Sire, Ricard fut cevere de nus par Jugement de seinz, pur coe ke yl fit defaute en un autre bref; e le bref est porte soul ver Phelyp e Isabele cum ver tenants del enter: e, desicom le bref est porte ver eus cum ver tenants del enter, sy unt yl voche del enter. Jugement sy &c.—*Seleby.* Sire, coment le bref seyt porte ne age ke fere; nus ne pledum point pur le demandant mes pur cely ke est voche par cele chartre la; dunt nus vus dium ke la chartre veut ke un Ricard e Isabele furent jont feffe &c. ut supra &c.; Jugement. E de autre part, sy nus dussom garranter en la manere ke yl unt voche, cete duresse enseuereyt: joe pos ke nus entrames ore en la garrantye del enter sy cum yl nus vouchent, e pus ke Ricard portat la Novele Disseysine ver Isabele, e dit ke ele luy hut disseysi de la meyte, e

A.D. 1294. to recover the moiety against her by the Novel Disseisin, and then Richard were impleaded in respect of that moiety and were to vouch us by the charter; here we should have to warrant the entirety to Isabel and a moiety to Richard; which would be a hardship, when the charter only obliges us to warrant the entirety to Richard and Isabel. Judgment of the voucher.—*Asseby.* And we pray judgment—inasmuch as the writ is brought against Philip and Isabel as against the tenants of the entirety, and she is answering for the entirety—if the voucher be not good, seeing they have vouched in respect of the entirety.—METINGHAM. Why did not you abate the writ, inasmuch as Richard, with whom you hold in common, was not named therein?—*Asseby.* Sir, we prayed judgment of the writ because Richard was not named therein: and it was replied that we could not get to that, for the reason that we had previously answered to the other writ as tenants of the entirety; whereupon it was ordered that we should answer in respect of the entirety: so we then vouched to warranty in respect of the entirety. Judgment if &c.—METINGHAM. There is nothing on the Roll about that. No one would have adjudged that you should answer alone without Richard your parcener.—*Wyleby.* Judgment of the voucher.

§ Note that, in a writ of Debt brought against one on the deed of another, as for instance against the heir in respect of the deed and debt of his father, or against the executor in respect of the deed of his testator, there ought to be inserted not the "debet" but only the "injuste detinet."

Challenge. § We pray judgment of the essoin, inasmuch as the principal is essoined, and he has an attorney in court and makes no mention of the attorney.—The challenge

recovereit ver ly meyte par la novele disseysine; e ke pus Ricard fut enplede de cele meyte e nus vochat par la chartre; yssy dussum nus garranter le enter a Isabele e la meyte a Ricard; e coe serreit duresse, par la ou chartre nus ne oblyge fors a garranter lenter a Ricard e a Isabele. Jugement de vocher.— *Aysseby.* E nus Jugement, desycom le bref est porte ver Phelyp e Isabele cum ver tenants del enter, e ele est [respondant] del enter, sy le voucher ne seyt [bon], par la ou yl unt voche del enter. — METINGHAM. Pur quey nussez vus abatu le bref, desicum Ricard ne fut point nome leinz, od ky vus tenez en comun? — *Asseby.* Syre, nus demaundames Jugement de bref pur coe ke Ricard ne fut poynt nome leynz: fut respondu ke a coe ne purrum point avenyr par la resone ke devant y coe al autre bref avium respondu cum tenants de lenter; par quey fut agarde ke dussum respondre de lenter: nus dunke vochames a garrantye del enter. Jugement sy &c.—METINGHAM. De coe neyt ren trove en roule: ke nul home ne le agardreit ke vus dussez respondre soul sanz Ricard vostre parcener. — *Wyleby.* Jugement de vocher. A.D. 1294.

§ Nota ke en bref de dette porte ver un home[1] de autri fet, cum ver le heyr de le fet e de la dette le pere, ou ver executour de le fet le testatour, ne deyt pas estre mis le "debet" mes tant soulement le "injuste detinet." Nota.

§ Jugement de lasoyne, desycom le prencipal est assone e ad atorne en court e ne fet nut mencion de le atorne: le calumpnia fut mis a la teyte: al autre Calumpnia.

[1] MS. *ancestre*, perhaps for *autre*.

A.D. 1294. was put at the head. And on the next day he came and prayed judgment of the default of the principal, on the ground aforesaid. — *Asseby.* Sir, we vouch the Roll that when the essoin was cast he had not an attorney: the attorney was appointed afterwards.—So the Rolls are to be referred to.

Cosinage. § One Adam brought a writ of Cosinage against B., and said that his cousin named John was seised &c., and that from John, because he died without heir of his body, the fee and the demesne resorted to William as uncle and heir, he being brother of Robert the father of John; and that from William it descended to Adam the present demandant as son and heir.—*Mutford.* Sir, when they say that John died without heir of his body they assert what they wish; for we tell you that after John's death this same B. entered as son and heir, and is in possession and claims by the same descent. Judgment of the writ. — *Kyngesham.* Sir, he can not say that he (B.) is his (John's) son; we tell you that he is an utter stranger and not of his blood; but that he is the son of one Serle who was vicar of the church of N.; ready &c.; wherefore he can not claim.—METINGHAM. You say too little; you must say in addition that neither did he recognize him as his son nor was he brought up as his son. — The other side said Ready &c.—HERTFORD. Answer this: did he ever marry Margery the mother or not?—*Kyngesham.* Sir, there is no need to answer that, as it seems to us.—HERTFORD. Answer my question whether he married the mother or not; or we will take it for granted.—*Kyngesham.* Sir, he never married Margery the mother, ready &c.—*Mutford.* Sir, we think that there is no necessity to go to the averment thereon in this possessory writ; for that would be to settle the right for ever; but in a possessory writ it is sufficient to say that he entered as son and heir, although it be not true, and drive him

jour yl vint e demanda Jugement de la defaute le prencipal, ratione prædicta.—*Asseby.* Syre, nus vochum roule ke a cel houre ke le assoyne fut jette yl naveyt nul atorne; ke le atorne fut fet puys.—Ideo ad rotulos. A.D. 1294.

§ Un Adam porta bref de cosinage ver B., e dit ke un son cosyn Jon par nun fut seysy &c.; de Jon, pur coe ke yl morut sanz heyr de sey, resorti le fee e le demene a Willem cum a uncle e heir, frere Robert pere Jon; de Willem a Adam ke ore demande, cum a fyz e heyr.—*Mutford.* Syre, la ou yl dient ke Jon morut sanz heyr de sey yl dyent lur talent: ke nus vus dium ke apres la mort Jon meyme cety B[1] entra cum fyz e heyr, e est eyns, e cleyme par meyme la dessente. Jugement deu bref.—*Kyng*[e]. Syre, coe ne put yl dire ke yl est sun fyz; ke nus vus dium ke yl est tut estrange, yssy ke yl neyt pas de sun sank, eyns est le fyz un Cerle ke fut vikere de la esglise de N., prest &c.: par quei yl ne put clamer.—METINGHAM. Vus dites tro poy; yl vous covent dire plus ke yl ne le teynt pas pur sun fyz, ne ke yl ne fut nent norry cum son fyz. —*Lautre.* Prest &c.—HERTFORD. Responet yssy, esposa yl unkes sa mere Margerie par nun ou nun?—*Kyng*[e]. Syre, a coe neyt meyter a respondre, a coe ke nus semble. —HERTFORD. Responet a coe ke joe vu demande, sy yl esposa sa mere ou nun: ou nus le tendrum a grante.— *Kyng*[e]. Sire, ke yl esposa unkes Margerie sa mere &c. prest &c.—*Mutford.* Sire, nus entendum ke yl neyt meyter de estre la a la averement en cety bref de possessiun; ke coe serreyt a detrier le dreit a tou le jours de munde; mes suffit en bref de poscession a dire ke yl entra cum fyz e heyr, tut ne seit coe verite, e ly chacer a sun Cosinage.

[1] MS. Adam.

A.D. 1294. to his writ of right, where the right can be tried.—HERTFORD. And thus a Frenchman might after my death enter my land and say that he entered as son and heir and claim &c., and bar my heir from his demand in a possessory writ, and abate his writ? That would be severe law.—*Mutford.* We think that such is the law.—HERTFORD. And we think that it is not so; and that we well know: for there must be colour that he is, or presumption that he may be, that person's son who he states himself to be: but now he makes him a total stranger, and not of the blood, and states that his father never married his mother: therefore there is neither colour nor presumption that he is the son. Do you accept the averment or not?—*Toutheby.* The averment which he offers is higher than saying he is a bastard: for if the Inquest were to pass against him he would be barred in every kind of action.—HERTFORD. Do you accept the averment or not?—*Asseby.* What he says is tantamount to saying that he is a bastard.—*Kyngesham.* You assert what you wish. We say more; viz. that he is not of the blood.—*Mutford* was obliged to say that he entered &c., and that he (the father) acknowledged him as his son and brought him up as his son, and that John married Margery, ready &c.

Note. § Note that, Adam and C. his wife brought the Replegiari against B.—*B.* avowed the taking good, for the reason that Adam and C. held of his fee one messuage and one croft by the service yearly of one reaping in harvest, of which reaping he was seised by the hand of C. his wife; and because they refused to do the reaping he took the cow; and thus &c.—*Asseby.* Then you mean to say that we hold of you by the service of one reaping yearly, and that because &c. you avow the taking &c.—*Sutton.* That I say not; but I say that he holds of my fee by the service &c., and not that they are my tenants.—*Asseby.* She perfectly admits the reap-

bref de dreyt, la ou le dreyt put estre detrie.—HERT- A.D. 1294.
FORD. Issy porreyt un de france apres ma mort entrer en ma tere e dire ke yl entra cum fyz e heyr e clamer &c., e forbarrer mun heyr en bref de possession de sa demande e abatre son bref: coe serreyt forte ley.—*Mutford.* Sire, nus entendum ke yl seyt yssy.—HERTFORD. E nus entendum ke coe ne seyt nent yssy; e nus le savum ben: car akun colur sy covent ke yli eyt ou presumcion ke yl seyt ky fyz yl se deyt estre; mes ore ly fet yl tut estrange, yssy ke yl ne eyt pas de sank, e ke sun pere ne apossa unkes sa mere; par quey yl ni ad nul colur ne presumpcion ke yl seyt son fyz: volez le averement ou nun?—*Touyeby.* Le averement ke yl tent sy est[1] plus haut ke a dire ke yl fut bastard: ke sy lenqueste passat encontre ly yl serreyt forclos de chekune manere de accion.—HERTFORD. Volez le averement ou nun?—*Aysseby.* Taunt amunte coe ke yl dit ke yl est bastard.—*Kyng*[9]. Vus dites vostre talent: nus diom plus ke yl neit pas deu sank.—Covendreyt ke Mutford deyt ke yl entra &c.; e cum sun fyz le tint, e nori fut cum sun fyz, e ke Jon esposa Margerye, prest &c.

§ Nota ke Adam e C. sa feme porta le Replegiare ver B.—*B.* auvoua la prise bone, par la resone ke Adam e C.[2] tindrent de son fee un mes e une croufte, fesaunt a ly par an une sye en haut, de la quele cye yl fut seysy par mi la meyn C. sa femme; e pur coe ke eus dedyseient fere cele cye, sy prit yl cele vache; e yssy [&c.] —*Asseby.* Dunke volez dire ke nus tenum de vus fesant une cye par an, e pur coe &c. sy avouez vus la prise &c.—*Sottone.* Coe ne deyge nent; mes joe dy ke yl tent de mun fee fesant &c., e nent ke yl sunt me tenant. —*Asseby.* Ele grante ben la cye; e vus dyt ke eus ne Nota.

[1] MS. yl.

[2] MS. P.

A.D. 1294. ing; and tells you that they never refused it; and that you might have had it if you had wished, and that you still may, if you wish; and that it is your fault and not theirs if it be in arrear, ready &c.—And the other side said the contrary.—So &c.

Frank-marriage. § One Alice brought a writ of Entry against B., and demanded four acres of land with &c., as her right and her frank-marriage, and whereof she herself was seised in her demesne as of fee and of right, and the esplees took &c. amounting to &c. as her frank-marriage, and into which the said B. had not entry except by the lease which N. de C., the late husband of the said Alice, thereof made to the said B., and which she could not gainsay during his life; and if &c.—*B.* denied tort and force and the right of Alice &c.; and (said he) whereas she demands four acres of land &c. as her right and her frank-marriage, and says "into which &c." Sir, we tell you that B. leased the four acres of land in this form viz. that whenever he should pay six marks he might retake the land which he gave in frank-marriage: and he paid the six marks, and retook the land; so that Alice never had a freehold, ready &c.—*Sutton.* What have you to shew that agreement?—*B.* If you will deny it, ready &c.—*Sutton.* She was seised thereof as her frank-marriage, ready &c.

Note that, where a covenant is alleged as an incident in the plea, it may be tried by the Country.

Utrum. § Note that, in a writ of Utrum it was alleged by the tenant that such a one, his (the demandant's) predecessor, while he was seised, had with the assent of the Bishop of the place released and quit-claimed to the tenant and his heirs for ever all his (the predecessor's) right and the right of the church in the land demanded; and he prayed judgment if, in opposition to the deed of his predecessor, he ought to be answered.—*The parson.* Sir, our prede-

la dedyseyent unkes, e ke vus la purriez aver heu sy vus vouset, e uncore poez qant volez; e ke coe est vostre defaute ke ele est arere, e ne mi lur defaute; prest &c.—E lautre le revers.—Ideo &c. A.D. 1294.

§ Un Alice porta bref de entre ver B., e demanda .iiij. acres de tere od &c. cum sun dreyt e sun franc mariage, e dunt ele meme fut seysie en sun demene cum de fee e de dreyt, les emplez enprit &c. muntant &c. cum de sun franc mariage, en le quez B. nad entre si noun par le les ke N. de C., jadis barun meyme cete Alice, de coe ne fit a meyme ceti B., a ky ele ne pout contre dyre en sa vie; sy &c.—*B.* defendi tort e force e le dreyt A. &c.; e par la ou ele demande .iiij. acres de tere &c. cum sun dreyt e sun franc mariage, e dit en le ques &c., Syre, nus vus diom ke B. lessa le .iiij. acres de tere en cele fourme, issy ke qant yl payat .vi. mars ke yl reprendreit la tere le ques yl dona en franc mariage; yl luy paya le .vi. mars e reprit ver luy la tere; issy ke Alyce ne aveit unkes franc tenement, prest &c.—*Sottone.* Quey avez de coe covenant?—*B.* Si vus le volez dedyre, prest &c.—*Suttone.* Seysi cum de sun franc mariage, prest &c. De sun franc mariage.

Nota ke la ou un covenant est alegge cum chose incident en play yl put estre detrie par pays. Nota.

§ Nota, en bref de utrum fut allegge par le tenant ke un tel, son predecessour, en sa seysine demeyne, par assent le eveyke del lu aveit relese e quiteclame tut sun dreyt e le dreyt de la esglice de la tere demande pur ly e pur ses successours a le tenant [e] a ses heyr a tous jours; e demanda Jugement sy encontre le fet sun predecessour dust estre respondu.—*La persone.* De Utrum.

A.D. 1294. cessor could not release or quit-claim the right of his church to any person without the assent and consent of the Bishop and the patron of the same church: and because the quit-claim does not shew that it was made with the assent of the patron of the said church, (for his seal was not affixed thereto) judgment if the quit-claim ought to bar us. — *The tenant.* Sir, we tell you that at the time when the quit-claim was made, viz. the third year of King Henry, the father of &c., the then Bishop of the place was the patron of the said church; and consequently it was made with the assent of the patron and the Bishop; and we pray judgment.—*The parson* traversed, saying that the Bishop was not then the patron, ready &c.—THE INQUEST said that the Bishop was not at that time the patron.—THE JUSTICE.—Inasmuch as &c., this Court doth adjudge that the parson do recover; and that the other be in mercy.

Note. § Note that, in a plea of assise if he who is vouched make default, although it be at the first day, the Assise shall be awarded on his default.

Replegiari. § Robert Fitz-Nel brought the Replegiari against Richard the son of John, saying that he had tortiously taken his beasts &c. — *Mutford.* Sir, Richard avows the taking as good and rightful, in the wood of the Abbat of Horwede; for the reason that at a certain time the wood where the beasts were taken was in the forest of King Henry, the father of &c.; and at that time none could common there without the leave of King Henry. King Henry had the issues and the agistment of the pasture. King Henry the father &c., in the same manner as he held them and as freely in every respect, gave it as a chase to one N. the ancestor of Richard the son of John. Richard's ancestors and Richard himself ever since were seised

Syre, nostre predecessour nul dreyt de sa esglise ne pout relecer ne quiteclamer a nuly sans le assente e la volunte le Eveske e le patron de meyme la Esglice; e desy cum la quiteclamanse, quia sigillum suum non fuit positum, ne teymoyne poynt ke ele fut fete par la volunte le patron de le esglice, Jugement si la quite clamanse deive a nus barrer. — *Le tenant.* Sire, nus vus diom ke a cel houre qant le quiteclamanse fut fete, le an le Roy Henri pere &c. terce, si fut cely ke fut la Eveske del leu patron a cel houre de meyme le Esglice, e issi fut ele fete par le assent le patron e le eveske; e demaundom Jugement. La persone traversa, ke a cel houre le Esveyke ne fut nent patron, prest &c.—LENQUESTE dit ke le Esveke a cel houre ne fut nent patron.—LA JUSTICE. E por coe &c. sy agarde cete court ke la persone recovere &c. E lautre en la mercy. A.D. 1294.

§ Nota, en play de assyce sy cely ke est vouche a garrantye face defaute, tut seit coe al primer jour, lasise serra agarde pur sa defaute. Nota.

§ Robert le fyz Nel porta le replegiare ver Ricard le fyz Jon, ke atort prit ses avers &c.—*Mutford.* Syre, Ricard avoue la prise bone e dreiturele en le Boys le Abbe de Horwede, par la resone ke en akun tens meyme le boys ou les avers furent pris sy fut en la foreste le Roy Henry, pere &c.; e a cel houre nul ne put communer sanz le Cunge le Roy H. Le Roy Henry aveit le yssu e lengistement de la pasture: le Roy Henry pere &c. aussy cum yl la teynt e aussy franckement en tote choses la dona au un N., ancestre Ricard le fyz Jon, cum en chase: les ancestres Ricard, e Ricard, tote veyrs pus unt eu la[1] seysine de la chose en la manere cum le Roy la tint a cel houre qant ele Replegiare.

[1] MS. pus en sa.

A.D. 1294. of the thing in like manner as the King held it when it was a forest: and because Richard found Robert's beasts in the wood of the Abbat of Horwode, in his chase, where he (Robert) ought not to common, he took them and impounded them as it was lawful for him to do: and thus &c. — *Warwick.* Sir, we offer to aver that Robert and all those who have held the land in N. which he holds, have been seised from all time &c. of common in the wood where the taking was made as appurtenant to their frank-tenement; ready &c. — *Gosefeld.* Sir, Robert is a stranger purchaser, and can not be in a better condition than his feoffor; and we will aver that neither Robert nor his feoffor before him nor yet the previous feoffor was ever seised of common there save by way of theft and plundering, ready &c. — *Warwick.* You only answer half of our charge; for we will aver that Robert and all those &c. have been seised of it as appurtenant, ready &c.: and if you refuse the averment, judgment.—*Gosefeld.* Sir, we think that in this writ of taking of beasts there is no need to do more than traverse his own seisin and the seisin of his feoffor; for he can not be in so good a condition when he is a total stranger, as if he were a privy; and thereon we will abide your judgment.—HERTFORD. Will you accept the averment or not? — *Gosefeld* imparled, and returned and said, Sir, we will tell you the truth of the matter; and we tell you that at a certain time the place where the taking was made was King Henry's forest; and King Henry granted what was the forest to our ancestor, by way of chase; and that in that chase, according to the customs of the chase, no person could put to common more beasts than could be fed and wintered on the produce of the land which he held in the same chase; and because Robert brought his beasts from his lands which he had elsewhere, which beasts could not be fed or wintered on the land which

tut foreste: e pur coe ke Ricard trova les avers Ro- A.D. 1294.
bert en le boys le Abbe de Horwode en sa chace la ou yl ne dut communer, yl les prit e les enparka cum ben luy lut; e yssy &c. — *Warwyke.* Sire, nus volum averrer ke Robert e touz seus ke unt tenu la tere ke yl [tent] en N., unt este seysi de tenz &c. de aver comune en le boys ou la prise fut fete cum apurtenant a lur franc tenement, prest &c. — *Gosefeld.* Syre, Robert est estrange purchasur, e ne put estre de meylur condicion ke sun feffour; e nus volum averrer ke Robert ne sun feffour devant ly, ne sun feffour uncore, ne furent unkes seysy de communer ylec si nun par embler e par eskec, prest &c. — *Warwyke.* Vus ne responet nent fors a la meyte de nostre dit; ke nus volum averrer ke Robert e tous seus &c. unt este seysi cum apurtenant, prest &c.; e si vus refuset lenverrement, Jugement. — *Gosefeld.* Syre, nus entendom pas ke yl seyt mester, en cety bref de prise des avers, fors a traverser sa seysine demeyne e la seysine sun feffour; ke yl ne put estre de si bone condiciun la ou yl est tut estrange cum si yl fut prive; e de coe volum demorer a voz Jugements.—HERTFORD. Volez len averement ou nun? —*Gosefeld* enparla, e revint, e dit, Sire, nus vus dirrum la verite coment yl est; e vus dium ke en akun tens le leu la ou la prise fut [fet] fut la foreyte le Roy Henry; le Roy Henry coe ke fut foreyte granta a un tel nostre ancestre en chase; yssy ke en cele chase, solum le usage de la chace, nul ne put aver plus des avers en cele chasse a communer ke ne pount estre noriz e yvernez del yssue de la tere ke yl tent en meyme la chace; e pur coe ke Robert fit venyr ses avers de se teres ke yl aveit aylurs, le ques ne poeyent estre norriz ne yvernez de meyme la tere ke

A.D. 1294. he held within the chase, contrary to the usage and custom of the said chase, he (Richard) took them &c. —*Warwick.* Are you avowed? — He was avowed.— *Warwick.* Sir, first of all they avowed the taking, and said that we ought not to have any kind of common in the chase; and now they have admitted our right of common partially, viz. as to beasts which can be wintered &c. Judgment of the variance, and of their avowry which is self-contradictory.—*Mutford.* We never admitted your right of common for the beasts which we took; so we have not varied &c. — HERTFORD. Warwick, answer.—*Warwick.* Sir, Robert and all those who have held the land before him, from time whereof memory is not, and before Richard's ancestors had any chase, have been seised of putting beasts at their pleasure on that pasture, ready &c.—*Gosefeld.* Sir, it seems that there is no need for the averment; for the assise of the forest is notorious and well known to all, viz. that no one can have therein more beasts to common than can be fed off the said land.—*Warwick* (he spoke then for the King). Richard, do you claim to have assise of the forest. — *Gosefeld.* Nay, Sir. But King Henry granted and gave it to us to hold it as a chase in the same manner as he held while it was a royal forest: and we have three Swain-motes yearly for searching and enquiring whether any one puts more beasts therein than he ought to put: and inasmuch as King Henry granted it for us to hold it like as he held it, it seems to us that there is no need to take the Inquest. — HERTFORD. Do you accept the averment or not?—*Gosefeld* (being obliged to accept the averment, said) Sir, they were never seised of common for more beasts than could be wintered and fed and supported on the growth of the said land, ready &c.—So &c.

Note. Note that, it is not sufficient for one who avows a distress to say that he avows the taking &c. for that he found the beasts in his chase of such a place, or

yl teynt de deynz la chace, e les enchasa en sa chase encontre le usage a la manere de meyme la chase, yl les prit &c.—*Warwyke.* Eytes vus avoue?—Fut avoue. —*Warwyke.* Syre, a deprimes yl avouerent la prise e diseyent ke nus ne dussum aver nule manere de commune en la chasse; e ore nus unt yl grante commune en partye a les avers ke pount estre yvernez &c.; Jugement de lur variance e de lur avouerie ke est contrariant en sey meymes. — *Mutford.* Nus ne vus grantames unkes commune a les avers ke nus preymes; e yssy ne sumes nent contrariant &c. — HERTFORD. Warwyke, responet.—*Warwyke.* Sire, ke Robert e touz seus ke unt tenu la tere devant ly, de tens dunt memore neyt, e eyns ke les ancestres Ricard nule chasse y aveyent, unt este seysi de mettre en cele pasture avers a lur volunte, prest &c.—*Gosefeld.* Syre, yl semble ke yl neit pas mester ke verement y courge; ke assyse de foreyte si est sy notorie e sy conu a chekun home, ke home ne put aver leynz plusurs bestes a communer ke ne pount estre norriez de meime la tere. — *Warwyke* dit dunkes pur le Roy, Ricard, clamez vus aver assyse de foreyte? — *Gosefeld.* Sire, nanyl: me le Roy Henry nus le granta e dona a tenyr cum chace aussy cum yl la teint qant ele fut foreyte le Roy; e nus avum treis swaynemotes par an pur encercher e enquere sy nuly mette plusurs avers ke mettre ne deit; e desycum le Roy Henry le granta ke nus la dussum tenyr aussy cum yl la tint, semble a nus ke neit pas meiter de prendre lenqueste. — HERTFORD. Volez lenverrement ou nun. — *Gosefeld* (covendreyt ke yl resevat le averement). Syre, ke yl ne furent unkes seysi a communer od plus des avers ke ne poeient estre yvernez e norriez e soutenuz del yssu de meyme la tere, prest &c.—Ideo &c. A.D. 1294.

Nota, ke yl ne suffit nent a dire a cely ke avoue destresse a dire ke yl avowe la prise &c. pur coe ke yl les trova en la chasse de tel leu ou en la commune Nota.

A.D. 1294. in the common of such a place where he had no right of common; for it may be that neither party has a right of common; and thus it is not sufficient: but he must say that he found them in his several pasture; or must say some other thing which touches himself and gives him a right to impound what he found. For no one can avow a distress in a common pasture save the lord of the soil of the common pasture. For if any one of the commoners were to make avowry for beasts taken in his common pasture, it would then follow that, if the Inquest were to pass against the plaintiff, he who avowed the taking in his common pasture would have the Return of the beasts and the amends, and not the lord of the pasture; and that would be improper. But this does not hold good where the King is lord of the common pasture and several persons holding of him in socage have common; because in that case any one having common may avow a good distress. The reason is, because the King will not be a party in such case or distrein any one.

Note. § Note that, according to some opinions a woman who holds in dower can not make avowry, neither (which is true) can a bailiff; but they can only say that the taking is good and rightful, for the reason &c. And the explanation (according to some) is that no one can make avowry unless he can determine the entire plea, in the Right.

Taking of beasts. § Adam and Joan brought the Replegiari against Isabel.—*Isabel* avowed the taking good, for the reason that one B. held of her the tenement where the taking was made of her by the service of twelve pence by the year and by suit; of which services she herself was seised by the hand of &c. whose heir &c.; and for that the service of twelve pence was in arrear for two years,

de tel leu par la ou il ne deit communer; ke yl put A.D. 1294.
estre ke le un ne le autre ne deyt communer; par quey coe neit pas asez: mes yl covent ke yl die ke yl les trova en sa ceveral pasture, ou autre chosse ke luy touche par quey yl luy luyt a ly enparker coe ke yl trova; kar nul ne peut avouer destresse en commune de pasture fors le seynur de la soyl de la commune de pasture: kar sy nul de communanz purreit fere le auvouerie de beites prises en sa commune de pasture, yssy ensuereyt ke si lenqueste passat encontre le pleyntyf, ke cely ke auvoueyt la prise en sa comune de pasture avereit retorn des avers e les amendez, e nent le seynur de la pasture; e coe serreit inconvenient. Fallit tamen ubi Rex est dominus de communia pasturæ, et plures tenentes de eo in socagio habent communiam; quia in isto casu quilibet habens communiam potest advocare bonam districtionem. Ratio est quia Rex non vult esse pars in talibus, nec distringere aliquem.

§ Nota, ke femme ke tent en douuere, per quosdam, Nota.
ne put avouerie fere, ne (quod verum est) baylyf; mes conutrent la prise bone e dreyturele par la resone &c.: la resone, secundum quosdam, ke nul ne put fere auvouerie sy yl ne pusse determiner tut le play en le dreyt.

§ Un Adam e Jone porterent le replegiari ver Isabele. Prise.
—*Isabele* auvoua la prise bone par la resone ke un B. tent le tenement de ly la ou la destresse fut fete, par le service de .xii. deners par an e par sute; des ques services ele meyme fut seysie par my &c., ky heyr &c.; e pur coe ke le service de .xii. deners sunt arere de

A.D. 1294. (or thus; for the twelve pence which are in arrear to us for two years) before the purchase of the writ we avow the taking within our fee and on the said B.—*Adam and Joan.* Sir, we tell you that we hold the tenement as Joan's dower; and the fee and the right repose in the person of one C., of whose inheritance we hold in dower, and without whom we can not charge the tenement; and we pray aid of him.—*Warwick.* You ought not to have aid; you are a total stranger to our avowry; so there is no necessity &c.—METINGHAM. She must have aid of him in whom the fee and the right repose; and let him be summoned.

Note. § Dame Maud Devereus brought a writ of Dower against Edmund le Mortimer.—Edmund vouched to warranty William Devereus. Dame Maud came into court, and also Sir William Devereus. Edmund made default.—*Kyngesham.* Sir, my lady demands judgment on the default of Sir Edmund.—*Kynge.* Sir, Sir William Devereus prays judgment in what wise he ought to go. —It was ordered that he (Edmund) should be summoned to hear judgment; and that William should be quit of the warranty.

Taking of beasts. § One Adam brought the Replegiari against B. for one horse taken &c. B. caused the plea to be removed from the County Court into the Bench after he had been essoined in the County Court; and he said in the Pone "because the aforesaid B. distreined in his fee for "customs and services due to him &c.:" and the Pone mentioned "beasts of the said A. taken &c."—Adam counted against B. that he had tortiously taken a horse &c.—The other side prayed judgment of the variance between the original writ and the count and the Pone; for the reason that the original and the count said "one horse," and the Pone said "the beasts of the

deus anz, vel sicut—e pur le .xii. deners ke nus sunt arere de deus anz, devant le bref purchase, si avouum la prise &c. en nostre fee, e sour meme cely B.—*Adam e Jone.* Sire, nus vus dium ke nus tenum le tenement cum le dowere Jone; e le fee e le dreyt repose en la persone un C., de ky heyritage nus tenum en dowere, sanz ky nus ne poum le tenement charger; e prium eyde de ly.—*Warwyke.* Eyde ne devez aver; ke vus estes tut estrange a nostre avowerie; par quei yl neyt pas meiter &c.—METINGHAM. Yl covent ke ele eit [eyde] de cely en ky le fee e le dreyt repose; e seit somons. A.D. 1294.

§ Nota, Dame Maude Devereus porta bref de dowere ver Edmund le Mortimer.—Edmund vocha a garrantye Willem Devereus. Dame Maud vint en court e Syre Willem Devereus. Edmund fit defaute.—*Kyng*^{9}. Syre, ma dame demande jugement de la defaute Sire Edmund. —*Kynge.* Sire, Willem Devereus demande Jugement cum yl deit departir. Fut agarde ke fut somons de ouyr sun jugement; e Willem quites de la garantye. Nota.

§ Un Adam porta le replegiari ver B., de uno equo capto &c.: B. fit remuer la parole de Cunte en bank apres ke yl fut assoinee en Cunte; e dit en sun pone, "quia prædictus B. distrinxit in feodo suo pro con- "suetudinibus et serviciis sibi debitis &c."; e le pone parla "de averiis ipsius A. captis &c."—Adam cunta ver B. ke atort aveyt pris un veu chyval &c.—Lautre demanda jugement de la variance par entre le bref originale e le cunte e le pone, par la resone ke le originale e le cunte veylent "de uno equo," e le pone veut "de Prise.

A.D. 1294. " said A. taken &c.;" judgment.—*Adam.* It is your own purchase; so by your false suggestion in the chancery our original writ ought not to abate.—METINGHAM. Answer over. — *Sutton.* Sir, B. recognizes the taking to be good and rightful, as bailiff of his lord Nicolas de Segrave; for the reason that at a certain time there was a dispute between the aforesaid Nicolas, whose bailiff he is, and one Richard de C., to whom the land where the distress was made then belonged, concerning twenty feet of land in N.; and that N. de Segrave, whose bailiff he is, granted the twenty feet of land to the said Richard for ever in consideration of half a mark by the year; and the aforesaid Richard by his writing granted for himself and his heirs that it should be lawful for the said Nicolas &c. if the said [half] mark should be in arrear to distrein on the said Richard's mill in such a place; and that, if he could not find a distress on the mill, it should be lawful for him to distrein for the half mark elsewhere in his lands wherever he pleased, and he bound his lands to the distress; and, for that the half mark was in arrear three years before the writ &c., we took &c., as bailiff of Nicolas &c.—*Asseby.* You do not count of any one's seisin. Do so.—*Sutton.* Nicolas de Segrave was seised by the hand of Adam.—*Asseby.* You did not say that before.—*Sutton.* I do not make much account of it; it is not a service, but we are to have it by virtue of the specialty, and to distrein by virtue of the specialty. (And he put forward the deed.)—*Asseby.* Sir, the Pone is purchased in his own name, and is as follows, " because the aforesaid B. distreined in his fee " for customs and services &c.;" and now he says that he took it as bailiff of the said Nicolas &c. Judgment if as bailiff he can avow the distress.—*Sutton.* Sir, if need be, you shall have Nicolas here directly.— Nicolas was sent for, and he came and avowed what his bailiff had said. — *Asseby.* As to

" averiis ipsius Adam captis &c."; Jugement.—*Adam.* A.D. 1294.
Coe est vostre purchas demeen; par quey par vostre faus sucgestion fet a la chancelerye ne deit pas nostre bref originale abatre.—METINGHAM. Responet outre.—*Suttone.* Syre, B. conut la prise bone e dreyturele cum le baylyf Nicol de Segrave sun seynur; par la resone ke en akun tens yly aveit contek par entre le avantdit Nicol, ky baylyf yl est, e un Ricard de C. a ky la tere fut la ou la destresse fut fete a cel tens, de .xx. pez de tere en N.; issy ke N. de Segrave, ke baylyf yl est, granta a la avantdit Ricard le .xx. pez de tere a tout jour pur un demy mark par an; e le avantdyt Ricard granta par sun escrit pur ly e ses hyers ke lirreit a meyme cely Nicol &c. prendre destresse si le [demi] mars fut arere en le molin le avant dyt Ricard de tel leu, e sy yl ne pout destresse trover en le molyn, ke lirreit a ly destreindre pur le demi mark aylurs en ces teres la ou bel ly fut; e issy obliga yl ses teres a la destresse; e pur coe ke le demi mar fut arere treis anz devant le bref &c., sy preymes nus &c., cum le baylyf Nicol &c.—*Asseby.* Vus ne cuntez de nuly seysine; fete. —*Sottone.* Nicol de Cegrave seysi par mi la mein Adam. —*Asseby.* Coe ne deites vus avant.—*Sottone.* Joe ne fa pas grant force; coe neyt pas service, eyns le devum aver par espescialte e destreindre par especialte; e mit avant le fet.—*Asseby.* Sire, le pone est purchasse en sun nun demeyne, e dyt issy "quia prædictus B. destrinxit " in feodo suo pro consuetudinibus et serviciis &c." e ore dit ke yl prit cum le baylyf Nicol &c. Jugement sy cum baylyf pusse la destresse avouer.—*Suttone.* Syre, sy meyter seyt, vus avereez issy Nicol ben tot.—Nicol fut quis, e vint e avoua coe ke sun baylyf aveyt dyt. —*Asseby.* Syre, qant a Nicol de Cegrave navum nul

A.D. 1294. Nicolas de Segrave we have not a day; but we pray judgment if, inasmuch as he (B.) has purchased the Pone in his own name, he can as bailiff avow the distress. And on the other hand, by his own purchase he supposes that he took the distress in his demesne and in his fee for customs and services due to him; and now he comes and makes avowry as bailiff of Nicolas &c., and thereby supposes that he made the distress in the name of his lord; and so he is at variance with his own purchase; and we pray judgment. —MALORE. The plea is now in this Court: answer over.—*Asseby.* Sir, Nicolas de Segrave, who is there, claims this annuity by a special deed: what has he to shew it? Let him put forward whatever he has in his behalf.—*Sutton.* Sir, he is tenant of the land, which is bound to us in this half mark, as a stranger purchaser; wherefore, Sir, he can not be party to that writing even though it were put forward: so it seems to us that there is no need to put it forward.—*Asseby.* Sir, we pray judgment inasmuch as he claims this half mark by a specialty to be received at our hands and has nothing in court to shew it. Judgment.—*Sutton.* We will shew it to the Court, and not to you. —The writing was read; and it purported that Richard de C. had for himself and his heirs bound all his lands to the distress for the half mark.—*Asseby.* Sir, the writing purports that Richard, for himself and his heirs, bound his lands for the half mark; and, inasmuch as Adam is not the heir of Richard, we pray judgment if he is bound. And on the other hand, the writing does not state that you are to distrein. Judgment if you can avow a distress.—*Gosefeld.* The writing states that the lands which you hold are bound to distress; and that is sufficient.—MALORE. Do you wish to say any more.—*Asseby.* Sir, Richard was not tenant of the land bound by the writing at the time when the writing was executed; ready &c. And we pray judgment

jour; mes demaundom Jugement desycum yl ad pur- A.D. 1294.
chasse le pone en sun nun demeyne sy yl pusse la destresse avouer cum baylyf. E de autre part, par sun purchas demeyne yl suppose ke yl prit la destresse en sun demeyne e en sun fee pur costumes e services a luy dues; e ore vent yl e fet le avouerie cum baylyf Nicol &c., e par tant yl suppose ke yl fit la destresse en le nun le seynur; e issi est yl contrariant a sun purchas demene; e demaundom jugement.—MALORE. La parole est ore seynz; reponet outre. — *Aysseby.* Syre, Nicol de Cegrave, ke la est, cleime cete anualte par espessial fet: quey ad yl de coe? mette avant, sy yl ad ren pur ly.—*Suttone.* Syre, yl est tenaunt de la tere ke est a nus oblige a coe demi mark cum estrange purchasur; par quei Sire yl ne pout estre partye a cel escrit tut fut yl avant mis; par quei nus semble ke yl neyt mester de mettre le avaunt. — *Aysseby.* Sire, jugement, desycum yl cleyme coe demi mark par espescialte a reseyvere par my nostre mein, e ren nad de coe en poin. Jugement. — *Suttone.* A la court mustrum, e nent a vus.—Le escrit fut leu, ke voleyt ke Ricard de C. aveyt oblige tut ces teres a la destresse pur le demi mark, pur ly e pur ces heyrs.—*Asseby.* Sire, le escrit veut ke Ricard obliga, pur ly e pur ces heyrs, ces teres pur le demi mark; e desicum Adam neit pas le heyr Ricard, Jugement sy yl seyt oblige. E de autre part, le escrit ne veut pas ke vus devez destreindre. Jugement sy nule destresse poez avouer.—*Gosefeld.* Le escrit veut ke le tenement ke vus tenez sunt oblygez a la destresse; e coe est assez.—MALORE. Volez autre chosse dire.—*Aysseby.* Syre, ke Ricard ne fut pas tenant la tere ke est oblige par le escrit a cel houre qant le escrit fut fet, prest &c.: e

A.D. 1294. if he could bind the land which was in another's holding. —*Sutton.* The contrary.—So to the Country.

Note. § Note that if Adam bring a writ against B., and Robert bring another writ of later date against B., and B. make default after default as to Adam, whereby Adam recovers the land by reason of the default and is put in seisin; and then B. make default after appearance as to Robert, whereby Robert demands judgment on B.'s default after appearance; if Adam then come and say, Sir, I have in this Court recovered against B. the same tenement by judgment, and my writ is of earlier date than his and was sooner brought against B., and I am seised of the same tenement, and I am the party to answer to him in the action; let him say against us what he will;—in this case Robert will take nothing by B.'s default, but Adam shall be received to answer to the action. But if Robert whose writ is of later date recover the land against B., and then B. make default after appearance as to Adam, whose writ was earliest in date, and Adam demand judgment on the default; and Robert says that he has recovered against B. the same tenement by judgment, and is seised &c., and says that he is ready to answer Adam in the action;—in this case he shall not be received; because his writ is of later date; but Adam, on B.'s default, will recover the tenement out of Robert's hands.—*Sutton* (for Robert, whose writ was of later date). We pray judgment of B.'s default after appearance.—*Asseby* (for Adam). Sir, we tell you that Adam was tenant of the said tenement by judgment of this Court on the day when Robert's writ was purchased, and that B. was not tenant, ready &c.—*Sutton.* There ought not to be an averment by the Country; for the reason that we are ready to aver by the record of the Roll that B. was tenant on the day &c.; and that Adam was not; and thereof we vouch the Roll.

demaundom jugement sy la tere ke fut en autri tenance porreit oblyger.—*Suttone.* Le revers.—Ideo ad patriam. A.D. 1294.

§ Nota, sy Adam porte bref ver B., e Robert un autre bref ver B. de puyne date, si B. face defaute apres defaute ver Adam, par quei Adam recovere la tere par la defaute e est mys en seysine; E puys apres B. face defaute apres aparance en dreyt de Robert, par quey Robert demande jugement de la defaute B. apres aparance; sy Adam dunke vyne e dye, Syre, joe ay recovere meyme le tenement seinz ver B. par Jugement, e mun bref sy est de eyne date ke le sun, de taund de tens, e eyns porte ver B., e joe sey seysy de meyme le tenement e partye suy a respondre a ly al accion; die ver nus coe ke yl vodera; en coe cas Robert ne prendra ren par la defaute B., mes Adam serra ressu a respondre al accion: mes sy Robert rekevere ver B. la tere ky bref est de puyne date, e pus B. face defaute apres aparance en dreyt de Adam ky bref est de eyne date, e Adam demande Jugement de la defaute; e Robert die ke yl ad recovere meyme le tenement ver B. par Jugement, e est seysy &c., e die ke yl est prest a respondre a Adam al accion, en coe cas yl ne serra poynt ressu; pur coe ke sun bref est de puyne date; mes Adam rekevera le tenement hors de la meyn Robert par la defaute B.—*Suttone* (pur Robert ky bref fut de puyne date) demanda Jugement de la defaute B. apres aparance.—*Aysseby* (pur Adam). Sire, nus vus dyum ke Adam fut tenant de meyme le tenement par Jugement de cete court le jour de le bref purchace, e nent B., prest &c.—*Suttone.* Averement de pays ne deit estre; par la resone ke nus volum averrer par record de Roule ke B. fut tenant le jour &c., a nent Adam; e de coe vochum roule.—*Aysseby.* Sire, le bref Adam si est de plus Nota.

A.D. 1294. —*Asseby.* Sir, Adam's writ is older in date by half a year than his writ is; let him plead against us if he will.—*Sutton.* You can not get to that; for the reason that you have offered the averment that B. was not on the day &c. tenant of the land which we demand against him, but that you were tenant; and we have vouched the record of the Roll that B. was tenant on the day when the writ was purchased, and that you were not; and we are to take the record of it: so you can not get to give another answer after we have got to the end of the plea: and thereof we pray judgment.—*Asseby.* Let him plead against us if he will; and if not, we demand judgment.

Note. § Note that, one Alice brought a writ of Dower against B.; B. came into court and made an attorney; and afterwards he and his attorney made default after appearance.—*Lutlintone* (for Alice). Sir, we pray judgment of B.'s default after appearance.—B.'s attorney came into court and said that B. could not on that day make any default; for the reason that on that day he was in York prison; ready &c.—And the other side said the contrary.—THE JUSTICE. Sue out a judicial writ to cause a jury to come.—He did not sue out any writ.—On the next day *Lutlintone,* as before, prayed judgment for Alice of B.'s default after appearance; and said that he was ordered to have a judicial writ and that he did not sue out one: wherefore (said he) we pray judgment of B.'s default.—*Gislingham.* He was not ordered, at his peril, to sue; wherefore he must be ordered to sue a judicial writ &c. at his peril.—*Lutlintone.* Yes he was.—*Gislingham.* It is not found so on the Roll.—*Lutlintone.* There was no need to enter on the Roll that he was to sue at his peril; in any case he must sue at his peril; and he did not sue: judgment.—METINGHAM. Sue out a writ to cause the Inquest to come.—*Kyngesham.* Sir, they can not come,

eyne date de un demy an ke neit son bref, e nus sumes prest a respondre al accion; die ver nus sy yl vodera.—*Suttone.* A coe ne poez avenyr; par la resone ke vus avez tendu le averement ke B. ne fut tenant la tere ke nus demaundom ver ly le jour &c., mes vus; e nus avum voche Record de Roule ke B. fut tenant le jour de nostre bref purchasse, e nent vus; e sumes de prendre de coe record; par quey vus ne poez avenyr a donir autre response apres coe ke nus sumes a fyn de play; e de coe demaundom Jugement. —*Aysseby.* Dye ver nus sy yl vodera, e sy nun, nus demaundom Jugement. A.D. 1294.

§ Nota, une Alice porte bref de dowere ver B.: B. vynt en court e fit atorne; apres coe, yl e son atorne firent defaute apres aparance.—*Lutlintone* (pur Alice). Syre, nus demaundom jugement de la defaute B. apres aparance.—*Le atorne B.* vint en court e dit ke B. ne pout a teu jour nule defaute fere; par la resone ke a tel jour si fut yl en la prisone de Eurewike, prest &c.: e lautre le revers.—La Justice. Seuez bref de Jugement de fere venyr pays:—yl ne suy nul bref. Al autre jour *Lutlyntone* cum avant demanda Jugement pur Alice de la defaute B. apres aparance; e dit ke fut comande de aver son bref de Jugement, e ne suy nent; par quey nus demaundom Jugement de la defaute B.—*Gislingge.* Yl ne fut nent comande de suyre en sun peryl; par quey yl covent ke yl seyt comande de suyre bref &c. a sun peryl.—*Lutllintone.* Si fut.[1]—*Geslinge.* De coe neyt ren trove en Roule.—*Lutllyntone.* Neyt pas meiter ke coe seyt entre en Roule ke yl suye en sun peryl; ke yl luy covendreit suyre a sun peryl tote veyres; e suy nent: Jugement.—Metingham. Suez bref de fere venyr lenqueste.—*Kyng*. Syre, yl ne Nota.

[1] MS. fit.

A.D. 1294. by reason of the Yorkshire[1] Eyre. (?) Notwithstanding this, the order was repeated: and the case was adjourned to the Octaves of St. John.

Note. Note that he shall not sue at his peril before it be entered on the Roll that at his peril he is to sue a writ to cause the Inquest to come; and if he do not sue, then the demandant will recover on his default.

Note. § Note that, a man may enfeoff another to hold to him and the heirs of his body begotten, to be holden of him (the feoffor) by a certain service by the year; and in this case there is no need that he be enfeoffed to hold of the chief lord of the fee: for the Statute "Quia emptores terrarum &c." is understood of the case of one enfeoffing another in fee simple, and not in fee tail; and so the concord may be drawn and the fine may be levied in this case.

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[1] There was Iter for Yorkshire in 21 Ed. I. See Dugdale's Orig. Judic., sub anno 1293.

pount venir par ou le heire de Euerwyke: hoc non obstante, fut comande com avant: e ajornez a les utaves de Seynt Jon. A.D. 1294.

Nota, ke yl ne suyra nent a sun peryl eyns ke yl seyt entre en Roule ke ele sue bref en son peryl de fere venyr lenqueste; e [s]yl ne suye, a dunke le demandant rekevera par sa defaute. Nota.

§ Nota, ke un home purra feffer un autre a ly e ces heyrs de sun cors engendrez a tenyr de ly par certein service par an; e en coe cas neit pas meiter ke yl seit feffe a tenir de [1] chef seynurage de fee: kar le estatut "quia emptores terrarum &c." est entendu la ou home feffe un autre en fee pur, e nent de fee tayle; e issi pet la pes estre trete e fin estre leve en le cas. Nota.

[1] MS. ces.

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