

1255. Obiit Walterius archiepiscopus Eboracensis Kal. Maii. Eclipsis solis facta est iii Kal. Ianuarii. Obiit Willelmus de Eboraco episcopus Sarum ii Kal. Februarii. Cui successit magister Egidius decanus Wellensis.
- 1258.<sup>1</sup> Magnum parlamentum baronum apud Oxoniam. Expulsio iiii fratrum domini regis. Item dedicacio ecclesie Sarum in festo sancti Michaelis. Aduentus regis Alemannie in Angliam.
1261. Decessit magister Ricardus de Cicestria, abbas Radingensis, xi Kal. Aprilis. Successit Ricardus Banastre.
1262. Rex, scilicet Henricus iii, et regina, scilicet Alienora, transfreta-uerunt in Francia[m] post natiuitatem sancti Iohannis Baptiste; redierunt ante Natiuitatem Domini. Item obiit Ricardus comes Glouernie. Item obiit Egidius episcopus Sarum ii Idus Decembris. Successit Walterius de la Wyle.
1264. Bellum inter regem, scilicet Henricum iii, et barones . . . [four fo. 113<sup>r</sup>. lines] . . . fugati [?] fuere et . . . capti, [?] scilicet, rex Henricus iii captus fuit [et] frater eius Ricardus, scilicet rex Alemannie, [et] Eduardus, scilicet filius regis . . . iti ob[isides ?] . . . [one line] . . . eodem anno . . . cometas, scilicet stella . . . per iii menses in estate splendorem . . . illius [?] . . . tendens [?] . .

### *Some Lost Pleas of 1195*

A ROLL of the King's Court <sup>2</sup> edited by the late Professor Maitland for the Pipe Roll Society, <sup>3</sup> which he associated with an eyre held by Simon de Pateshull and his fellows in Buckinghamshire and Bedfordshire, probably in 1195, has lost the foot of its third membrane. Fortunately the Harleian MS. 301 has preserved for us, among 'collectanea quaedam propria nostra manu annotata', a copy made by Sir Simonds D'Ewes while the roll was more perfect, though already damaged; it is partly in transcript, partly in calendar, and includes nearly all the entries then legible. D'Ewes expanded the contractions in most cases, and added comments in parentheses; but it is noticeable that, judged by the Society's transcript, his reading was not always impeccable. The third membrane, interrupted in the middle of p. 131 of the Society's version, related entirely to Buckinghamshire (except perhaps for no. 11), and was continued as follows.<sup>4</sup>

G. H. FOWLER.

[Harl. MS. 301, fo. 10 d.]

1. Assisa venit recognitura si Ricardus de Turuill' iniuste leuauit quandam fossatam et quasdam domos in Chaufhunte <sup>5</sup> ad nocumentum

<sup>1</sup> New handwriting begins.

<sup>2</sup> Curia Regis Roll, no. 4.

<sup>3</sup> *Publications of the Pipe Roll Society*, xiv. 119-56.

<sup>4</sup> The entries have been numbered for convenience of reference by the present writer.

<sup>5</sup> Chalfont St. Peter.

Alani filii Galfridi. Alanus non sequitur. Iudicium (latum quod dictus) Alanus et plegii eius Eustachius filius Rogeri de Ssham et Alexander de Hisamestud<sup>1</sup> in miserecordia (Integre transcr.).

2. Assisa de noua disseisina inter Radulphum de Doddeford<sup>2</sup> versus Abbatem de Buttlesden de libero tenemento (eiusdem) Radulphi de Dodeford; remanet sine die per literas domini Cantuar. (Archiepiscopi opinor) quare Abbas (dictus) est ultra mare: et vicecomes habet breue (Integre transcr.).

3. Willelmus de Hudcot<sup>3</sup> ponit loco suo Simonem de Hudcot versus (etc.) de placito aduocacionis ecclesie de Hudcot (etc.).

4. Assisa venit recognitura si Iohannes frater Willelmi filii Eme fuit seisitus in dominico suo ut de feodo de dimid. virg. terre cum pertinent. in Edulmesberga<sup>4</sup> (etc.) et Willelmus propinquior heres eius. Quam (terram) Clemens filius Ricardi tenet. Clemens dicit quod mater eius tenet illam terram in dotem: veniat mater eius.

5. Assisa venit recognitura si Robertus paternoster pater Roberti fuit seisitus in dominico suo ut de feodo de dimid. hid. terre in Quenebell'<sup>5</sup> etc. quam Ricardus prepositus tenet, qui dicit quod non tenet terram illam. Robertus dicit quod die qua visus factus fuit tenuit terram illam et ponit se inde super iuratam (etc.). Iuratores dicunt (quod) Ricardus prepositus fuit seisitus die illo (quo visus factus fuit). Iudicium (latum quod) Ricardus in misericordia et Robertus habeat saisinam suam.

6. Assisa venit recognitura si Radulphus filius Ascelcot pater Roberti fuit seisitus in dominico suo ut de feodo de dimid. virg. terre et de quarta parte unius virg. terre in Horewud<sup>6</sup> etc. Quam Ricardus filius Rogeri et Walter Franlelcin tenent qui dicunt quod Robertus (dictus) habuit fratrem seniore[m] [fo. 11] qui terram illam eis dedit pro pecunia sua. Robertus cognouit quod habuit fratrem seniore[m] qui tenuit terram illam. Iudicium (latum quod) assisa remaneat (non ulterius proseguenda) et (dictus) Robertus querat breue de recto si velit (Integre transcr.).

7. Radulphus filius Radulphi et (duo) plegii eius Radulphus de Alton et Aluredus filius Aluredi in misericordia quare non proseguutus est assisam noue (etc.) de libero tenemento suo in Aillisbiri<sup>7</sup> versus Robertum filium Nigelli.

8. Assisa venit recognitura si Henricus de Pinkeni pater Roberti (de Pinkeni) fuit seisitus in dominico suo ut de feodo de i. virg. terre in Wengraua<sup>8</sup> cum pertinent. etc. quam Andreas de Lincol'de<sup>9</sup> et Galfridus Wider tenent. Galfridus (dictus) essoniatus est: et Andreas dicit quod tenet terram illam de illo Roberto et cartam suam profert in qua continetur quod est homo eius de terra illa et de iii acr. de dominico suo et dicit quod ante obitum (dicti) Henrici de Pinkeni tenuit terram illam ex illo Henrico et post obitum eius ex ipso Roberto sicut carta testatur. Robertus (dictus) defendit cartam (suam) et petit assisam de saisina patris sui (Integre transcr.).

<sup>1</sup> Probably Isenhamstead (Chenies).

<sup>2</sup> Dadford by Stowe.

<sup>4</sup> Edlesborough.

<sup>6</sup> Horwood.

<sup>8</sup> Wingrave.

<sup>3</sup> Probably Hulcote.

<sup>5</sup> Kimble.

<sup>7</sup> Aylesbury.

<sup>9</sup> Linslade.

9. Assisa venit recognitura si Adam de Gurnai pater Eme de Gurnai fuit saisitus in dominico suo ut de feodo de . . . (i opinor) hid. terre cum pertinent. in Cubelint<sup>1</sup> die qua obiit quam terrā Adam de Chaisnei tenet. Adam venit et vocavit in warantū Scili uxorem Amaur dispensatoris. Iudicium (latum quod) habeat warantum (etc.) et tunc veniat assisa. Vicecomes habet breue (etc.).

10. Assisa de morte antecessoris inter Aliuam [sc. Aliciam] et Gilbertum de Wauindun de i masagio in Wauindon<sup>2</sup> est in respect' sine die quare heres Gilberti Passelewe qui warent. ill' masagium infra etatem est (etc.).

11. Dies datus est Iohanni filio Roberti et Roberto Polein de assisa de morte antecessoris tercię partis unius virg. cum pertinent. in Badend'<sup>3</sup> (etc.).

12. Assisa venit recognitura si xxxvii acr. terre et dimid. et vii acre de prato in Braefeld<sup>4</sup> sint libera elemosina ecclesie de Harewalk<sup>5</sup> an laicum feodum Ricardi de Bracfeld.<sup>4</sup> Priorissa ecclesie de Hareweld<sup>5</sup> que tenet terram illam dicit quod magister Warn' tenet terram illam ad terminum vite sue, et petit iudicium utrum assisa procedere debeat versus eam an non : et dicit quod Sanson fortis qui habuit Albredam de Brawis †dedit eis terram illam †<sup>6</sup> et Robertus filius Albr' (dicte) qui heres eius illius terre fuit : et inde profert cartas illorum que hoc testantur et confirmat [sc. confirmant] etiam istam terram quam Robertus de Blessewill' eis dedit. Ricardus (dictus) dicit quod (iste) Robertus de Blesseuill' fuit frater matris sue de Bast' : et ipse petit terram illam ut liberum maritagium matris sue et petit iudicium utrum amittere debeat (terram illam) pro dono Sansonis (dicti) qui fuit p'arast' (ignotum mihi vocabulum) matris sue, vel pro confirmatione Roberti auunculi matris sue. Priorissa (dicta) dicit quod Radulfus Mori et Albreda uxor eius et Iohannes Manduit et Gunthora uxor eius debent ei. warentizare (terram illam) ut heredes Roberti de Brawis : et vocat illos. Dies datus est illis a festo sancti Michaelis in unum mensem apud Westmon. tunc venient waranti eius etc. (Integre transcr.)

To the damaged portion of the roll which is on pp. 144-6. of the printed version very little can be added ; D'Ewes himself omitted much, and confessed himself uncertain of the text at this point. We may insert, however, at \* \* \* on line 19 of p. 144

(Verdictum) Hundr. de Kineshulle<sup>7</sup> et Willat. de Brehull'<sup>8</sup>

(in eodem uti reor Comitatu).

Rogerus Cat apellat Robertum de Greinuill' et Gerad' filium suum de morte (etc. reliquum quod sequitur ex parte maxima ita attritum et exesum ut vix una linea integra legi possit).

(In dorso)

Iuratores dicunt quod Robatores venerunt de nocte et interfecerunt duos homines quorum uterque vocabatur Adam.

<sup>1</sup> Cublington.

<sup>2</sup> Possibly Caddington, co. Beds.

<sup>4</sup> Cold Brayfield.

<sup>6</sup> †-† interlineated.

<sup>7</sup> Perhaps Tichesele (Ickeshaile).

<sup>5</sup> Wavendon.

<sup>8</sup> Harrold Priory.

<sup>8</sup> Brill.

*Communitas Villae*

THE indenture printed below was bought last year by the Public Library Committee of Northampton Borough Council, together with other documents relating to the Lumley estates in Northamptonshire. It is one of the few documents that have come to light recording an agreement between the lords and men of a village concerning the cultivation of the common fields.<sup>1</sup> This is especially interesting, because we already know a good deal about Harlestone from the Estate Book of Henry de Bray, edited by Miss Willis in 1918.<sup>2</sup>

Harlestone lies four miles north-west of Northampton on each side of the high road to Rugby, and is neither borough nor market town. Like many other Northamptonshire villages, it had been under divided lordship. Four fees were represented here in 1086; four c. 1310, in the time of Henry de Bray; and a century later, when the present agreement was made, the men of Harlestone had six lords to reckon with.<sup>3</sup>

It is evident from the Estate Book that in the thirteenth and early fourteenth centuries the two-field system was in operation at Harlestone, as in Henry de Bray's exchanges of land, and in the lists of lands in his mother Matilda's dowry, the acres and half acres are described as lying in the North Field and in the South Field of the village.<sup>4</sup> From the present document it is clear that the village arable is being cultivated under the three-field system, and a new—East—field accordingly appears. There is no mention of an East Field in the Estate Book, and we can infer that the three-field system was introduced at Harlestone: between 1310 and 1410, the date of the present indenture. It is probable that in the division too small an area had been reserved for the third field, and that the object of the agreement of 1410 was to increase the amount of land under cultivation for wheat in each third year. It rarely happens that a change of this kind can be dated within such narrow limits, but a similar change has been traced at Kialingbury,<sup>5</sup> only two miles from Harlestone, between some date in the thirteenth century and the fourteenth year of

<sup>1</sup> A similar document of c. 1425 relating to Wymeswold in north Leicestershire is printed in *Hist. MSS. Comm., Wollaton Report*, pp. 106-9.

<sup>2</sup> *The Estate Book of Henry de Bray* (c. 1289-1340), edited for the Royal Historical Society by Dorothy Willis.

<sup>3</sup> It was not till the beginning of the nineteenth century that, apart from the glebe, the different estates in Harlestone were consolidated in the hands of one family.

<sup>4</sup> *Estate Book*, pp. 33, 34, 65, 69, 83, 85, 111, 119, 127.

<sup>5</sup> H. L. Gray, *English Field Systems*, pp. 79, 479, 483. Gray thinks that in the middle ages the villages under the two-field system and the three-field system in Northamptonshire were about equally divided. See p. 70.

Edward III, which may possibly have had some influence on the Harlestone case.

The Harlestone agreement is a good example of communal action in regulating the affairs of a village. This communal action is seen even more clearly in the endorsement, which records grants of land for widening the roads, made to the 'community of the village'. The agreement about the cultivation of the fields is made 'ex consensu et assensu' of the several lords, and also of six men separately named and other honest men, 'ac totius villate de Herleston'. The style of the document suggests that it was not so much a convention between opposing parties as a regulation made by the whole village for its common benefit. To settle disputes arising out of these clauses, to superintend cultivation, to inspect and supervise the roads and cart-tracks, and 'to discover and correct all important defects occurring in the aforesaid fields and meadows as well in severals as in non-severals', a committee of nine is chosen, seven to act in the name of the aforesaid lords, and two in the name of the village. The balance of representation is heavily in favour of the lords, but it should be noted that though only John Campyon and Richard Colyn acted nominally for the village, the seven representatives of the lords were not stewards from outside, but tenants and occupiers within the village. The committee, in fact, consisted of 'nine good men of Harlestone'.

Another significant point is that instead of the unanimity usually required in the middle ages, the decisions of the majority of the committee were to prevail. It is an early instance of majority rule in local government, which Maitland tells us is evidence of a sense of corporateness as opposed to mere community. The members were at first chosen for life, and vacancies were to be filled by other honest men chosen in the same way, that is, by the lords and township of Harlestone, presumably at a village meeting. If the villagers at the end of six or eight years, again by a majority, decided that the new system was 'a common loss and prejudice', then the ordinance was to be of none effect. In fact, it remained in force for ninety-five years at least, as on the dorse we find the lists of the nine men elected in the fifth year of Henry VII, and again in the twentieth year of the same reign.

In the case before us the village owes none of its compactness to a lord, and the unity of the villagers has appeared as 'a power of government and regulation'.<sup>1</sup> The sense of unity at Harlestone, its corporateness, has come from the very fact of its divisions, which have deprived it of the centralizing influence of a seignorial hall, and have forced upon the villagers the necessity

<sup>1</sup> Maitland, *Township and Borough*, pp. 24, 33.

of centralization in what must have been a series of village meetings for the organization and administration of its agrarian affairs.

We can trace in the Estate Book of Henry de Bray the gradual development of a communal sense in Harlestone from the thirteenth century onwards. The eight men of the village who in 1269 quit-claimed to Henry de Bray's grandfather their right in the common pasture of two crofts,<sup>1</sup> so that in future they would not be able to exact common of pasture there '*ratione communitatis nec alicuius alterius iuris*', seem to be acting as a group of individuals rather than as a corporate body. The writing is corroborated with the impression of their several seals, and was made before the justices in eyre at Northampton. There is a note at the end by Henry de Bray that the two crofts had been enclosed for sixty years previously, so we may conclude that the instrument records the settlement before the king's judges of an ancient dispute about encroachment on common rights. In 1309<sup>2</sup> there is a grant to Henry de Bray from the abbot of St. James, Northampton, of the right to enclose two acres of pasture called Brode Bewe every year<sup>3</sup> from the Feast of the Purification to the day after St. Peter in Chains, in exchange for Henry's rights of bull and boar in Harlestone fields. Then there is a convention of the same year<sup>4</sup> between Henry and twenty-six men and two women of Harlestone, separately named, in which they grant him the same rights in return for the same concession. The convention is separately sealed. A further charter of 1311<sup>5</sup> records a grant of the same from Ralph de Bulmer, '*sicud abbas et conventus Norhamptonae de domo Sancti Iacobi, Rogerus de Lomeleye ac viginti et octo liberi tenentes de Herleston eidem Henrico per scripta sua sigillis eorum consignata concesserunt*'. The abbot, Ralph de Bulmer, and Roger de Lomely had, of course, seignorial rights in the commons. The sense of unity was growing. Henry adds a memorandum in French referring to these transactions, in which he speaks of '*la commune de la ville de Herleston*'.<sup>6</sup> But they had not yet arrived at the stage where the decisions of the majority of the commoners would necessarily be accepted as binding by the rest of the village. The rights obtained by Henry from the '*commune de la ville*' were individual rights. Its action in bargaining them away was successfully repudiated twenty-one years later by two individuals who had not been parties to the original agreement. In 1330 John Gosse and his mother were claiming rights of common in these same two acres, and only agreed to surrender them in

<sup>1</sup> *Estate Book*, p. 11.

<sup>2</sup> Henry already had the right to enclose every alternate year.

<sup>3</sup> *Ibid.* p. 13.

<sup>4</sup> *Ibid.* p. 12.

<sup>5</sup> *Ibid.* p. 12.

<sup>6</sup> *Ibid.* p. 14.



a general settlement of disputes in which there were concessions on both sides.<sup>1</sup>

The Estate Book also contains a charter of 1308,<sup>2</sup> by which Adam le Werrur of Harlestone grants to Thomas his son, *inter alia*, 'totam portionem brueræ cum ex consensu communitatis villæ contigerit frussandæ'. But the best example of corporate action in the book is the grant of a piece of land called 'Bell-ropes' to the Rector 'per communitatem villæ', to provide ropes for the church bells.<sup>3</sup> The 'ceragium' or threepenny due from each virgate in the village outside the demesne lands, to provide wax for the church, probably had its origin in a communal grant by the villagers.

The second document printed here is a precept of 1360 from the Fermor-Hesketh collection at Easton Neston.<sup>4</sup> It is just fifty years earlier than the Harlestone indenture, and is a singularly clear example of corporate action in a village for a work of public utility. Professor Stenton has recently given some further examples of communal action in villages in the twelfth century,<sup>5</sup> notably in the communal endowment of the chapel of Hothorpe in Northamptonshire by the men of the village.

These documents suggest that a view of village life founded entirely on manorial documents may be one-sided and therefore untrue. Documents concerned with estate management have survived in great numbers from the middle ages. Documents which show the men of the village recognizing their character as a community and acting together as such are comparatively rare, and have not yet been made the object of systematic research. They come for the most part from the later middle ages, and it is at least probable that as more of them are brought to light the village which describes itself as a *communitas* and acts with its common counsel for its common good will cease to appear as an exception.

JOAN WAKE.

#### HARLESTONE INDENTURE. (19 $\frac{3}{4}$ " × 8".)

Presens indentura tripartita testatur quod cum villata de Herleston' & inhabitantes in eadem per non modicum tempus retroactum graue dampnum inprouisum atque penuriam sustulerant & tollerant in presenti pro eo quod diuersi campi terrarum arabilium ville predictæ sub tali forma & cultura ibidem usitati annuatim coluntur. quod in quolibet tercio anno

<sup>1</sup> *Ibid.* p. 131. For another example of exchange of common rights between a lord and the men of a village, see Maitland, *Select Pleas in Manorial Courts* (Selden Society), ii. 172.

<sup>2</sup> *Ibid.* p. 87.

<sup>3</sup> *Ibid.* p. 43.

<sup>4</sup> G. Baker has printed a translation of this document, *History of the County of Northampton*, ii. 321.

<sup>5</sup> *Domesday Charters*, lxi, lxii, lxiii, lxx, lxxi, lxxvii; nos. 142, 143, and 465.