

ART. VIII.—*Lengleys*:—*Asby Parva, Asby Cotesford and Highhead*. By the REV. FREDERICK W. RAGG, M.A., F.R.Hist.S.

IN the Pipe Roll for Everwicksir (Yorkshire) of 22 Henry II. (1176), when Randulf de Glanvill was Sheriff, occurs among the Pleas in Westmorland the name of Ricardus Anglicus as giving account for 2 marks and paying one. He was amerced to that extent for his share in surrendering Appleby Castle to the King of Scots, together with Richard de Cotesford (who gave an account of £10 and paid 100s.) and others, at the same time as Gospatrik son of Orm. The location of Richard Lengleys in Westmorland is not mentioned nor is that of Richard de Cotesford, but it is possible to trace both families and fix the locality of both from near this time. Each held parts of Asby.

In 30 Henry II. (1184), Richard de Cotesford paid one mark for a licence to have a final concord in regard to a certain assize, but for what end we are not told. In 1199 (1 John), Hugh de Cotesford rendered account for 10 marks, a "relief" owed to the king on his succeeding to the possession of 60s. worth of land in Asby owned by his uncle Richard, to whom he claimed to be heir. He paid five marks and owed five. Richard's widow in 1200 paid four marks to be allowed to be married to the man she wished to have, and she seems to have married William de Askeby (in 1202). He would appear to be a grandson of Durand (of Great Asby). I take it that the amercements made on the various owners in Westmorland for the surrender of Appleby Castle were proportioned to the assessments of their estates in the county; and if this was so, the Lengleys family at that time held less than the Cotesfords. About 1200 A.D.,

Robert son of Durand gave to Byland Abbey two acres and one rood in Asby. The gift and charter were attested by Adam, rector of Asby and dean of Westmorland (of Durand's kin), Henry de Suleby, William le Engleys, Hugh de Cotesford and Geoffrey his brother.

Certain Cotesford and Suleby lands, as we shall see, fell into Lengleys possession by marriages, and lands of other families in Asby were sold to them. For instance those of the family of le Scot, of whom Robert le Scot gave to Matthew de Bolteby land in Asby and to St. John of Jerusalem, Ralvescroft there and other lands: his charter was attested by the same Adam rector of Asby and dean, Robert and Geoffrey de Cotesford and William Lengleys. He afterwards let to 'ferm' to William Lengleys and his heirs all his land under the rock above Griseburghanes and near Ramire and in Olmis in Great Asby. The service for these was 2d. at the fair of St. Lawrence of Appleby. They who witnessed the charter were Henry de Sulebi and Walter de Windesover (Windsor) knights, Adam de Derewentwater, Robert son of Gilbert de Askebi, Robert de Cotesford, Adam de Crosseby, John de Harcla, Michael de Harcla, Adam de Soureby and Geoffrey de Cotesford and William his brother. This is followed by a document (c. 1230) which tells that Robert le Scot, son of Robert le Scot of "Eskeby," "in his free power and sane mind and of his own will"—was he thought not sound, for the clause is unusual except in a widow's document?—sold to John son of Richard Lengleys all his cultivated land in Asby that lay between the land of Geoffrey de Cotesford and that of Adam the dean, of Asby, with its rights of common and other rights. This time all services were given up with the land. But John son of Richard Lengleys, gave 16s. and half of a "skep" of malt (*brasii*) for the land. To this charter, in addition to some of the witnesses of the last charters, we have William son of Richard Lengleys.

Later, in 1246, the year of the shrievalty of Ralph de Nottingham (Feet of Fines, 35 Hen. III., a document which I did not find at the Record Office) William son of William Lengleys quitclaimed to Robert, son of John de Ormisheved (Ormeside) his rights in part of Brekis at the head of the meadow "where it stretches itself towards a grey stone *in uno condorso*"—junction of ridges I presume. Robert de Cotisford and Peter his son witnessed this and Robert lord of Asby and his son Robert. In the same year Robert son of Gilbert de Askeby confirmed to William son of William Lengleys $4\frac{1}{2}$ acres of land and 1 of meadow in Asby, for his services. These were the bits of land at "Grisburghans" which once were those of Adam the rector his uncle—Adam dean of Westmorland—and $2\frac{1}{2}$ acres above "Beuchamp." The service owed to him for this was 1d. at the Feast of the Nativity. John de Morvill, Richard de Suleby, Robert de Yavenwyth (Yanwath), Thomas de Mussegrave, William de Warthecop, William de Charthenay, Thomas Buath, Thomas de Bonville, Leoninus de Sulleby, Peter, son of Robert de Cotesford, Richard de Appelby "and others" witnessed this. This land of Beuchamp together with some in Hauborhanes had been given and confirmed by Thomas de Slegil to William "le Eggelays" of "Haskeby" for a sum of money which William had provided "in his need" as was the formula, and the service was 1d. at St. Lawrence the Martyr for all demands; the land was warranted to William Lengleys. This grant is witnessed by Thomas de Mosegrave, sheriff (? 1252), Robert lord of "Haskeby," Thomas de Hellebec, Robert de Overton (Orton), Peter de "Kottesfort" and "others." In the series, of which few are left, it is numbered 59. Robert lord of Asby was apparently son of Gilbert, not a Lengleys, but of the Durand family. Next comes the earliest charter concerning Little Asby. In this Richard de Slegil confirms to William son of William Lengleys

two bovates there which Simon the lord's servant (*garcio*) had held of him ; this also for money given to him in need. The service to himself was given up and only that of rd. at Appleby Fair to the chief lord, and the forinsec service (the king's) retained. Thus the transfer was complete.

Then Eva, daughter of Robert son of Geoffrey of Great Asby, gave to William son of William Lengleys all her land in Ralphe Croft and a rood of land in Crokeland which Robert son of Geoffrey her father had given her in Great Asby. In the same way need of money and money given are mentioned as the reason : this deed Thomas de Musgrave, sheriff, Sir Robert de Askeby, Peter de Cotesford, Thomas de Slegil, Adam le Engleis "and others" witnessed. And Thomas de "Slegile" himself (about 1252) for the same reasons handed over to William son of William Lengleys the rents which Alan Bene gave for two bovates in Great Asby, and all his rights in homage, wards, escheats and reliefs belonging thereto for the service of rd. at St. Lawrence Fair, a charter numbered 62. Then some twenty years later Thomas son of Symon son of Richard "de veteri Askeby" granted and confirmed to Sir Robert le Engleys of Little Asby three roods in Ralfcroft in Great Asby and three roods above the "Standan Stane" in Little Asby in exchange for his land above the "Standand Stane." Robert de Jauvenwith (Yanwath) sheriff, Michael de Harcla, Henry de Staveley, Robert de Suleby, Nicholas de Musgrave, Peter de Cottisford, Thomas de Slegille, Thomas Bueth, Thomas Albus* of Great Asby "and others" were witnesses.

Out of the lands of the Bornes or Bruns Peter Brun of "Ascheby" gave to John Lengleys of "Ascheby" and his heirs 3 acres in Maysingile. This portion seems to have been in Great Asby, for John was to grind

* Called Thomas le Wyte in another charter.

at the mill of Sir Robert—thus called simply—evidently Sir Robert de Askeby. Robert the knight, Alan de Berewys, Adam de “Scleghil,” Robert de Cotisford, John de Berewis, Wyoth de Smerdale “and others” attested this. And Robert the knight confirms it by a charter (c. 1240) to which Henry de Suleby, Thomas de “Mussegraf,” William Lengleys, Robert de Cottesford, “Alanan” de Berewis and Thomas Bueth are witnesses.

In about 1250 came a second advance in position of the Lengleys family through the marriage of William son of William to Ydonea, daughter of Henry de Suleby (appendix, document I.) and the grant by Henry to him in frank marriage of common of pasture in Crosby Gerard (Garret). This enhanced what had been gained earlier by the marriage of William his father (William son of Richard) to Christiana de Cotesford; but it will be here convenient to review the Cotesford history and to follow up the Soulby relationships and developments next.

The Cotesfords had become possessed of Melkanthorp (Melkinthorp) and a charter of c. 1260 shows that Adam de Cotesford* made Hugh de Soureby his attourney for paying a “ferm” of 2s. yearly out of the land which Hugh held of him there to Robert le Engleys of Asby. At least, such I take to be the meaning of a somewhat obscure deed.

In Asby, Hugh de “Codesfurd” (according to the spelling on his seal in another deed) confirmed to Hugh, son of Adam Borne, for homage and service (i.e. in cornage tenure) two bovates which Adam, Hugh’s father, had held of Richard de Cotesford his uncle. This Hugh is the

* Cotesford from which this family must derive its name is a village near Bicester, Oxon. Presumably the family was one of those planted in Westmorland by William Rufus. Beauchamp (Beauchamp) which occurs as a portion of Asby and also as a family name in Westmorland may easily have given rise to that local surname, and if so the family did not belong to the great family of Beauchamp. The Lengleys family may easily have been one of these planted families.

Hugh of the Pipe Roll of 7 John, above mentioned. The witnesses are Gilbert de Askeby, Adam rector of Asby, Richard de Levington, William Lengleys, Alan de Warthecop, Geoffrey de Cotesford and William his brother, Adam de Crossebi, Richard de Cameraria (Chambers), William son of Ivo "and others." The seal has the usual fleur de lys of that period.

This larger portion of the land of the Bornes (Bruns) was granted by Robert le Born, chaplain, to Richard son of Peter de Cotesford and fell into Lengleys possession later. In another grant Hugh de Cotesford gives to Geoffrey his nephew for homage and service half the land of Askeby which was Richard's his uncle's, except the chief messuage and croft and clearing (*virgult*) and excepting the land and services of Robert le Scot and the land "in alms" of St. Mary of Carlisle, and that of St. John of Jerusalem. A pound of pepper was the service and the forinsec service, which Geoffrey was to do. The witnesses to this were Thomas son of Gospatrik, Gervase Daincurt, Gilbert de Lon[castre], Anselm son of Michael (le Fleming), Robert son of Robert, Walter son of Durand and Peter his son, Walter de Harcla, Hugh de Caberg, Wido de Hellebec, John de Helton, Laurence de Newbigging, William son of Adam de Bodeltone (Bolton), William son of Robert de Askeby and Gilbert his brother, Richard Lengleys and Richard the cleric. Thomas son of Gospatrik died as is known in 1200. Another deed, a little earlier even, is that of Richard de Cotesford, granting to Geoffrey de Cotesford for homage and service (i.e. in cornage tenure) a moiety of his land in Melkantorpe, the chief messuage there and the croft below the road (*subtus viam*) free from all service except one pound of cumin at the Fair of St. Lawrence, and forinsec service. To this deed Gilbert the Seneschal, Thomas son of Gospatrik, Anselm de Furness, Henry de Redeman, Roger de Burton, Gervase de Aincurt, Thomas de Hellebec, John Taylebois,

Alan de "Penigtone," and William, son of Robert are witnesses. Adam, who in the charter previously mentioned made de Soureby attorney to receive payment from Robert Engleys for this land, was nephew, I think, of the younger Geoffrey; Eudo de Cotesford, who granted to Sir Robert "le Engellays" all his lands in Great Asby, half an acre at Watergill, one rood at Heselgill, one rood and a half at the Fell, was two generations later. This last grant is witnessed by Robert de Askeby, knight, Henry de Wardcopp, sheriff (1314), John de Cotesford, William Malye,* Richard de Langdale "and others." Its seal has a dog curled round and "Cave" as inscription.

More land of the Cotesfords came direct to William Lengleys through his wife Christiana daughter of Geoffrey, who also granted out of what she had succeeded to as inheritance to her younger son Adam, son of William Lengleys, for homage and service (i.e. in cornage tenure) 2 bovates in Great Asby. The service was to be 1 lb. of cumin at St. Lawrence (fair) of Appleby and forinsec service. Adam and his heirs were to grind at her mill to the 13th measure (*vas*) and to do service for the mill just as other tenants did. In 1260 comes a charter of William son of William Lengleys confirming to Adam these two bovates given by his grandfather and his mother. He was of course by inheritance Adam's overlord. This charter identifies the bovates as the tenement once held by Matthew de Bolteby; one halfpenny at Christmas and the other attached services were the conditions of tenure. William also gave to Adam 100s. in money and quit-claimed two bovates in Little Asby which Robert Fleming had held of him "at ferm." Adam was not to alienate, and in case of failure of heirs to Adam all this was to revert to William's heirs. Sir Robert de Askeby, Sir John de Moraville, Thomas de Musegrave, Leoninus de Suleby, Henry de Staveley, Thomas Buet and William

* Elsewhere Mail and Mayl.

de Wateby are the named witnesses. The charter had two seals and was a chirograph and thus an early sort of indenture. One seal is gone, the other has what was clearly a lion rampant and "S[igil]l. Ade. fil VV Anglici" as inscription. It appears to me probable and more than probable that of this younger branch came the William Lengleys of Little Asby who also had tenements in Appleby and settled at Highhead, Cumberland.

Other land in Asby which came into Lengleys possession was granted by Mauld, widow of Roger Monting, to a later Richard de Cotesford. According to its description part of this lay between the toft of Sir Robert le Engleys and "the tree which stands at the head of her house outside the foss": six acres of land and a half acre of meadow lay at le Wythkeld in Great Asby and half an acre at Swynlatermire. Richard brother of John de Cotesford also gave over to Sir Robert le Engleys, knight, of Little Asby his whole toft and garden in Laythgrym, his garden in Thistelholme and other lands; the witnesses to this were Robert de Askeby and John de Rosgil knights, Henry de Warthecopp sheriff (1314), Richard de Blencanshope and John de Cotesford. The seal is as before, a dog lying curled up and the inscription "Cave." It does not appear that the Lengleys' family succeeded through the Cotesford marriage to Melkinthorpe.

But the main result is clear: through Christiana de Cotesford and her marriage to William Lengleys (son of Richard) came much of the Cotesford possessions in Asby to the Lengleys family. Then to Sir Robert, son of William son of William, Robert le Strange, of a family which has left some few other traces in Westmorland, confirmed the gift of two bovates in Great Asby which Geoffrey de Layresthorp once held of him. This he did as overlord. Sir Richard de Creppinges, sheriff, Sir Thomas de

Musegrave, Peter de Cotesford, Robert de Burton and "others" witnessed this (c. 1277). In the same year of Richard de Creppinge's shrievalty, Thomas son of William de Slegil, living in Great Asby (*manens in willo de Magna Askeby*) released to Robert le Engleys his whole rents in money and in cumin which William, father of Robert, had paid, together with one fourth of the mill at the spring (*ad fontem*) in the township and the rent of 12d. which Alan Bene had been accustomed to pay for (the) two bovates of land, and all his rights in homage, wards, reliefs and escheats and land in Houburg-hanes with the meadow and land in Beuchamp and all the land in Ralphcrofte and a bovate of land which Henry de Stirkeland held of him and the rent of 1d. for a bovate and a half of land with the toft which lay between the toft which was Alan Bene's and the toft once belonging to Henry de "Vinanderuat" (Winanderwath). An obscure sentence follows which I take to mean that Alan Bene had sisters, the elder of whom held land under Thomas de Slegil which was included in this grant; it was held apparently in cornage also. Robert had purchased all; the cornage mesne lord's rights as well. The witnesses to this are Richard de Creppinges, sheriff, Sir Robert de Askeby, Sir Henry de Staveley, "Vill[el]m[u]s" de Warthecop, Robert de "Ormeshefd," Robert de Souleby and "many others." This charter belongs to another series and is endorsed 33 but seems to be one of only two of that series left, the other being a quitclaim to William (son of William) father of Sir Robert of a messuage and two bovates in Little Asby which William had had of Richard de Slegil, uncle of Robert son of Adam de Slegil who quitclaimed. This followed after a case in assize of 7 Edward I. (1276). More Slegil lands came through the hands of William de Brampton.

Now for the Soulby marriage and its results (Appendix,

Charter II.). Ydonea, daughter of Henry de Suleby, was not his heir, and it would seem that even at that early date Soulby had passed by marriage to the Musgrave family, but Henry held a moiety of Crosby Garret as did Richard after him, which part also fell into Musgrave ownership later and was shared by Sandfords afterwards. There is in Assize Roll 990 of 29 Edward I. (1300-1), in a claim made by John, prior of Watton, against Robert son of Thomas de Musgrave, rector of Warthecop, Richard son of Richard de Musgrave and Joan his wife, and others, almost the only light we get on the early history of the Soulby family and of Crosby Garret. The verdict of the jury in this case tells us that the whole township of Crosby Gerard was once the property of William de Wytherheved who during war time in those parts went south out of the way and left this township derelict, and that Randolph Meschynes, chief lord, took possession of the place, held it for a time in his own hands and then enfeoffed in it Gerard de St. Aubyn (*Sancto Albino*) ancestor of Joan de Musgrave who was his heir; that William de Wetherheved returned afterwards and impleaded Gerard. The case between them was settled by a concord by which William de Wetherheved regained possession of a moiety, to be held by him and his heirs, and the other moiety remained in the ownership of Gerard and his heirs. They added that William after he was in possession of the moiety gave it together with his "consanguinea"—a granddaughter apparently—to Walter de Wyndesover in marriage, and that Walter had issue and so to his life's end held it by the courtesy of England, and during that time gave all the profits of receipts from estovers, which were duly rendered to him, for life to Henry de Souleby, ancestor of the same Joan (de Musgrave). When Henry died, Richard, his son and heir, unwilling to keep up the burden of estovers, surrendered his tenancy to Walter, but

remained in possession of the other moiety as his inheritance. And that a Prior of Watton had paid yearly to each of the two owners half a mark; and that Walter de Windsor afterwards sold to the Prior his moiety; and the Prior on the strength of this refused to Richard de Souleby the $\frac{1}{2}$ mark for this his acquired moiety of the common, but paid that for Richard's moiety. They said that Richard afterwards married a "consanguinea"—granddaughter presumably—of William de Daker and was emboldened by this to implead the Prior; and by a concord the moiety was parted between them. Richard thus became possessed of three parts. The question of the "approvements" then remained (improvements, clearings and enclosures). And a marsh and water which had produced eels and which Robert de Soulby had stocked with fish became dry. And then Richard's tenants and others encroached on the Prior's rights by drawing therefrom marl for their land. The Prior by the verdict given at this assize was to have compensation for this marl.

We can get the succession of the Soulby family from this and from the following Final Concords, viz.: 11 John (1209) between Robert de Souleby, applicant, and Henry de Witenton, deforciant: the point in question was the advowson of St. Andrew of Crosseby Gerard and recognition of the last presentation. Henry quitclaimed it to Robert, and Robert in return granted a carucate and a half of land to Henry which he had claimed against William brother of Henry by writ of right (*per brev. de recto*). William had called Henry to warrant this as part apparently of 10 bovates he had granted to him. It looks as if the Withentons were descendants of William de Wetherheved. In 9 Henry III. (1225) Henry de Withenton claimed against Walter de Wyndesores one and a half carucates in Crosby Gerard and the right was

given as Henry's, and after the death of Walter de Windsor the whole holding was to revert to Henry.*

From this we judge that Walter,† though he had issue, left none living, and the whole of this Inquest in Assize as well as other evidence seems to confirm this.

Robert de Suleby was followed by Henry, the father of Idonea, and he by Richard who married the wife of Dacre descent. Joan de Musgrave apparently claimed to be descended from both owners, de St. Aubyn and Wytherheved; Idonea who was married to William Lengleys was apparently only descendant of Gerard de St. Aubyn whose daughter, one concludes, Robert de Suleby had married.

It would seem that William Lengleys, son of Richard, married a second wife (? Juliana), and for her had purchased from the Abbey of Byland a sort of annuity called a livery, to be received by her at the Grange of Blaterne. In her widowhood she hands this over in 1297 to Robert son of William who was grandson to William son of Richard, during her life. She must have been in extreme old age or have been married when much younger than her husband. For what reason this was done or for what recompense is not said in her charter, which is attested by Sir Robert de Askeby and Sir Thomas de Hellebek knights, Nicholas de Cliburn,‡ Sheriff of Westmorland, Henry de Warthecopp, Hugh the cleric "and others." The son of William Lengleys son of William and Idonea de Suleby, was Sir Robert Lengleys.

Sir Robert married Idonea daughter of John de Morville, through which marriage he came into possession of a moiety of Helton Flechan, she being co-heir of her brother Robert who died 1290. There was some difficulty in the arrangement of the moieties between Robert and

* For de Withenton see "Early Lowther and de Louther," these *Transactions*, n.s. xvi., p. 108.

† For the various Walters de Windsor see Prescott's *Wetherhal*, pp. 232-3.

‡ Of the de Teyle family, not the later de Cliburns.

Idonea and Margaret, widow of Gilbert de Wessington, the other co-heir ; but it was settled by Robert planning the partition into moieties and giving to Margaret the choice which portion she would take. She was to make her choice in two days after Holy Cross Day. This was in 1290, and the agreement which contains in it the clause relating to the dowry of Alice de Cabergh, widow of Robert, was made out so that the Grange of Staynrig with its close and a moiety of the demesne there, and other demesne towards the south, the cattle shed there and the dovecote ; Saterhou park, the sheepfolds of Butterwick and the closes, the hall of Gnype and garden and one half of its cultured lands, the heselcrowne, whatever that was, and other lands, being the moiety not chosen by Margaret de Wessington, remained as the possession of Robert and Idonea Lengleys and their heirs.

In 1279, as a somewhat long indenture shows, the standing controversy between Sir Robert and Robert de Crosby Gerard, descendant of William Wytherheved, had been settled after a hearing in Assize. Robert of Crosby Gerard gave up all claim to the park under Swithenbanc, to Hermitsete and to the parks (enclosures) near the house of Robert Lengleys in Tunnocmore, and to the whole of the land which lay waste (i.e. was not ploughed or cultivated) at the time of the drawing up of the deed above Stondineston and to one acre and a half lying within the ditch of Wigelmore, reserving however common of pasture in all the above mentioned places in the open season (exclusive of that in Tunnocmore and the parks) ; but it was agreed that the said Robert de Crosseby Gerard and his heirs and assigns should always have common of pasture in Little Asby to reasonable extent as belonged to his tenements in that township. If the cattle of Robert de Crosby Gerard should enter the said parks by reason of defective enclosures they were to be driven out without injury. And if the park fences fall through

neglect, Robert's cattle may enter without causing claim of damage. Robert Lengleys has the right of repair in every way. If the tenants of Robert Lengleys dig in the stone quarry of south Swithenbank, then it shall be allowed to Robert de Crosby and his tenants to dig there on the same conditions as others. Robert Lengleys shall have the right to heighten and keep up the enclosures of parks as seems him best and to complete that round his house and that in Swithenbanc in the way in which it is begun beyond the old ditch by extending it towards the spring and to the gates of Robert de Crosby's court, if he chooses. For this concession Robert Lengleys consents that Robert de Crosby and his heirs shall grind all the corn grown on the two bovates of land in Little Asby in whatever mill they wish. And if they prefer to grind in his mill they shall do so to the 30th measure free of fees and suit. Robert Lengleys shall not impark nor waste any common of pasture in Little Asby nor in Ekergarth where Robert de Crosby has common rights, save by consent of Robert de Crosby who shall have common rights in Great Asby wherever the tenants of Robert Lengleys have them. And all appeals for admeasurements and questionings at law are to end. Michael de Harcla, sheriff, Ranulf de Dacre, Henry de Staveley, Robert de Soulebi, knights, Thomas Bowet and Nicholas de Mosegrave are the witnesses.

In 1298 was granted by Sir Robert Lengleys a licence (Appendix, document III.) of a sort which may have been more usual than this specimen, rare amongst the Lowther documents, would argue. To his bondman (*nativus*) and his wife and family permission is given to sojourn outside the bounds of the Lengleys lands and fee in Westmorland, except in places where they might claim to be manumitted, and to remain outside unhindered by him or his heirs, for 10 years following Pentecost of 26 Edward I. (1298) for a payment made by them to him. They were to render

to him 2s. yearly, 12d. at Pentecost, and 12d. at St. Martin's day. And they found as sureties for the payment Robert son of Robert, provost of Little Asby, and Richard de Crosseby, but it did not include in their surety the right belonging to him in the goods of the bondmen when he should die. This had no need of sureties. It was due to him as his lord, for goods supplied, as was the case with other bondmen. And the liberty was reserved to Sir Robert at the end of 10 years to bring back and possess the said Thomas his wife and children wherever they may be, if he chose. This is licence to trade in Westmorland, giving part of his profit to Sir Robert who supplied some part of the goods.

In 1296 * Robert Lengleys was millenar (colonel) of Westmorland foot-levies; in 1298 he took 1400 foot to be under Surrey's command in Northumberland; both he and his son John were at Falkirk in 1298. Sir Robert is returned in *Inq. p. mortem* 533 of 8 Edward II. (1314) as holding under Robert de Clifford Little Asby and a moiety of Helton Flechan and was therefore living then. He and Idonea had four sons, John, William, Thomas and Robert, of whom John the eldest succeeded him in Asby. John was in service and in the Scottish wars in 1310, 1311 and 1314. It does not seem as if he succeeded to Helton Flechan. In Assize Roll 1404 of A.D. 1331 a case is brought into Assize and note of a charter (not quoted) being brought into court, whether Idonea widow of Robert Lengleys, Thomas Lengleys, knight, and others had deprived William Lengleys of £40 worth of rent in Helton Flechan, Idonea was reported to have died and the case was adjourned. The charter was most likely much like that given in Assize Roll 1364 of 1334-5 where the question before the assize is whether Thomas Lengleys had deprived Robert Lengleys of a rent of the same

* "Cumberland and Westmorland Military Levies," by J. E. Morris, M.A., these *Transactions*, n.s. iii., 307-327.

amount (£40) in Helton Flechan, and the charter produced reads thus translated:—" Know all men that I, Idonea relict of him who was Robert Lengleys, in my legitimate widowhood have given granted and by this my present writing confirmed to Robert Lengleys my son and his heirs £40 of yearly rent to be received at two terms of the year, Pentecost and St. Martin's day, in even portions from my manor of Helton Flechan into whose soever hands it may come, except those of William Lengleys my son and his rightful heirs. And if it chance that the said William dies leaving no heirs then Robert may distrain in case of default of payment." The document is dated Helton Flechan, the Saturday before St. Andrew, 4 Edward III. (1330). This, taken together with the grant to William, tends to show that Thomas was in possession of Helton at the time, and moreover there is a grant in 1333 in Norman French, by Thomas le filz Robert Lengleys to Hugh de Louthier, chevalier, and his heirs, of 100 cart-loads of turfs yearly from his turbarry of Helton Flechan to be taken to his manor of Louthier by the usual routes; and a grant of Free Warren of date 1339 (13 Edward III.) to Thomas Lengleys there, and from Idonea de Sandford's description of her own lands in Westmorland we have the same conclusion to come to. The moiety of Helton had been given to her father by his mother. It thus stood outside the entail of Little Asby, to which we are coming soon. This Robert, the youngest son, appears in Assize Roll 1364 of 1334-5 as accused of disseising the Abbot of Shap and others including Eda de Culwen and John de Clyburn and Henry de Cundale of rights in Bampton.

Sir John Lengleys seems to have lived till 1362,* though at Michaelmas 1329, William Lengleys and Elena

* A charter of his exists of 1361, and he is returned as owner of Asby in the Inq. p.m. of 1362 (" Feoffees of the Cliffords," these *Transactions*, n.s. viii). For some reason he placed his brother William in Asby. Perhaps he was badly injured when his horse was killed at Falkirk.

his wife had a final concord* which gave entail of the manor of Little Asby and some rents in Great Asby, showing that John had no heirs and that they had themselves little hope of any. The entail is first to Robert his brother and his heirs ; if none then to Thomas and his heirs. If none then to John son of Thomas Daunay and his heirs ; if none then to Robert son of Gilbert de Lancaster and his heirs ; lastly to the heirs of William. † In these entails one is accustomed to look on the order mentioned as that of priority of birth and no doubt this is usually the case. I have seen very few cases which left on my mind a strong suspicion that it was not so. But the presumption here is positively proved. In *de Banco* (Hil. 6 Richard II.) of 1383 and Assize Roll 1490 of the same year there are two cases, one in each which bear on the point, but curiously enough no pleadings and no verdict is given in either case. The *de Banco* case is the claim of Edmund de Sandford and Idonea against William de Thornburgh for the manor of Little Asby and the rents in Great Asby and the "Formedon" (the original entail) is given and also the actual descent by which these came to be her right. The Assize case is that of Thomas de Helton, chaplain, and others against Edmund de Sandford and Idonea for deprivation of rights in Great Asby and Bampton Patrick and Cundal. The same entail and the same descent is given ; after Sir Robert died, the lands descended to John as son and heir, then to William as brother and heir of John ; then they should have come to Thomas brother and heir of William. The Final Concord made by William clashed with the original entail and evidently William de Thornburgh

* F. H. M. Parker, M.A. quotes this Final Concord in *Transactions*, n.s. xii., "The development of Inglewood" as rather bearing against relationship in the Highhead family, Sir William not being mentioned in the entail. But the Fine, as well as the will of Sir Thomas, shows plenty of nearer possible heirs.

† Case 249, file 7, Edward III.—the manor of Little Asby and 4 messuages, 4 bovates and 55 acres of land, 24 acres of meadow and 2s. 2d. rents and 1 lb. of pepper in Great Asby.

entered under the Final Concord which postponed the right of Thomas to that of Robert. William de Thornburgh's wife * must have been daughter of Robert, and Robert's other child (a son) have been already dead. The only traces of him are as being in the king's service. The result, was that Edmund de Sandford and Idonea succeeded, apparently without a struggle, and shows that the later Final Concord was not allowed to upset the original entail. Idonea de Morville's preference of her third son Thomas as her successor in Helton seems to have caused the doubt. In this action she exercised her own right, but could not alter the Little Asby entail (Appendix, Document II.). Sir Thomas died in Sept., 1362, and, from the way in which William de Thornburgh's entry into Asby is mentioned, it seems he died before his brother William Lengleys; and even his son William, mentioned in his interesting will (Appendix, Document IV.) must have died before his uncle. Thomas in 1353 being impanelled as a juror produced a charter from the king of 12 Feb., 13 Edward III. (1339) granting him release from all such offices and services. He married Alice de Kirkbride and in Assize Roll 1425 of 12 Edward III. (1338) is the entry without particulars of a mort d'ancestor case brought by Richard son of Walter de Kirkbride against John son of Walter de Kirkbride and Thomas Lengleys and Alice; also charters show that he and Alice confirmed Nelesbiggyng to John de Kirkbride (1357) and in the same year Margery relict of Edmund de Boivil released to Sir Thomas Lengleys all claim she had in common and easements and in a moiety of the Askham mill which her husband once held. Thomas Lengleys had purchased these tenements and "deux parties de la moitie" of the mill which at that time Richard de Denton and Agnes his wife held in the dower of Agnes, of Sir Hugh Lowther, in 1355; and apparently the

* See these *Transactions*, n.s. xiv., p. 61, and pedigree opposite 62.

reversion was Margery's. This part of the mill and other lands Idonea de Sandford says her father gave to her. But of Idonea de Sandford more another year.

Of Melkinthorpe there are a few small items to mention. In 1255-6 (Assize Roll 979) Beatrix widow of Robert de Wythe feud (evidently a variant of the name Wytherheved) claimed against Robert de Styrkeland one-third of a moiety of the manor, which would be her third as dowry—this is all that is mentioned. In 20 Edward I. (Assize Roll 987) William de Stirkeland appears as owner. In 1354-5 Richard son of Richard de Cotesford had a writ but did not prosecute against John de Cotesford and others in Askeby and Melkanthorp; in 1362 (Assize Roll 1464) Sibylla de Cotesford brought a case against Richard son of Richard de Cotesford in Great Asby and Melkanthorpe.

This ending of the history is unfortunate. John de Cotesford had made entail by which the estate was after his death to go to his son Richard and his heirs. Richard and his first wife had three sons, John, Robert and a second John. He married again and had another son Richard. John the eldest married to his father's displeasure and he disinherited him and left a fresh entail by which Robert was to succeed (apparently to a moiety), then the younger John, and a moiety for life was given to the youngest, Richard. The younger John and Robert had no children, and John the son of the eldest John was to be cut out entirely of at any rate a moiety of the estate which was claimed in vain. Richard's claim was upheld by the jury, but John, nevertheless, entered and took what possession of the manor he could, and handed it down.

It remains to follow up the Highhead family, in doing which I do not propose to repeat the history so well detailed by F. H. M. Parker in vol. xii of these *Transactions* but only to show reasons which were hidden from him for connecting the Highhead and the Asby families.

No one reason standing by itself may be sufficient, but the accumulated testimony I think speaks for the relationship. Sir William Lengleys, thus mentioned simply as if there were only one and he a known man, has a legacy from Sir Thomas Lengleys of Helton Flechan (Appendix, Document IV.). This would be Sir William, son of Sir William of Hesket. Sir William of Hesket had tenements in Appleby and a moiety of Helton, identified as Helton Bacon † by its assessment.* He held land in Strickland of Sir Thomas de Ros, and in Helbeck and other places of Isabel de Clifford, and a moiety of the manor of Tebay. His son Sir William, son of Sir William, appears to have had in 1332 a renewal of a lease in Old Appleby (Dods-worth's MSS.) granted by Robert de Clifford. In this renewal it is described as Astynflatte. The former William of the two was chief Forester of Inglewood and became a knight in 1328; in 1342 he made an entail of his estate which included lands in Cambridgeshire, Hunts., Yorks., Cumberland and Westmorland, putting in as interim feoffees Robert de Helton, parson of Dufton, and William de Sandford in the sets of Final Concords for this purpose. Now if we turn to Assize Roll 1417 of 9 Edward III. (1335 A.D.) this has excuse for the Abbot of Byland for not attending to prosecute his case against William Lengleys of Appleby. Byland certainly had land in Asby about which there might be dispute with neighbours; I am not at all certain that this was the case in Old Appleby. In Assize Roll 1425 of 12 Edward III. (1338 A.D.) a case before the Assize was whether Robert Lengleys (son of Sir Robert) had disseised William Lengleys of his manor of Little Strickland. The jury decided that he had so done, but no damage was awarded because the land had been bettered during Robert's tenure and William entered again. This looks like a "friendly"

* Detailed in *Inq. p. mortem* 527 (of 1344).

† See Feoffees of the Cliffords, these *Transactions*, n.s. viii.

action at law, and to represent him William Lengleys had William de Sandford as his attorney (one of the interim feoffees mentioned above); he had the same William de Sandford also as attorney in another case against Robert Lengleys and Joan his wife.

And there is record of direct transaction between the Lengleys of Asby and the Lengleys of Appleby in a receipt in Norman French (Appendix, Document V.) which shows Patrik Makolagh (? McCulloch), executor of Herbert Marchall, appointing William Inglis of Askeby as his attorney to hand over to William Inglis of Appleby a portion of a brood of horses and to receive the payment. No date is given in the deed, but John, Bishop of Carlisle is mentioned. In that period two Bishops of Carlisle occur, John de Haluchton 1292-1325, and John de Rosse 1325-1332. And William Lengleys was in possession of Asby between 1329 and 1362-8 and was rightly William Lengleys of Asby then. Hence the date must be between 1329 and 1332.*

What looks likely I have already suggested. Adam, the younger son of William son of Richard and Christiana de Cotesford, who held by her gift possessions in Asby, may have had as his son the unidentified William le Engleys who with Isolda his wife was amerced (Assize Roll 134) in 1291-2 for detention of Alan son of Robert de Askeby on a plea of mort d'ancestor. Robert de Askeby would be the Durand descendant, but the land held by Adam and his son William (if this was his son) was held under Lengleys of Little Asby. And in Assize Roll 987 of 1292 a case was brought into court, but not followed up, by Robert son of Adam de Tybay (Sir William, be it remembered, held at death a moiety of the manor of Tebay) against William son of William le Engleys about one messuage and 2 bovates of land in

* To William Lengleis, called the King's yeoman, was given the re-marriage of the widow of Walter de Kirkbride (Graham, these *Transactions*, n.s. xv., p. 71). "King's Yeoman," I think, as King's forester in Inglewood.

Little Asby. This William son of William is too late for the William of the main stem, and the only one who appears in records of the time is William of Appleby, Hesketh, Inglewood and Highhead.

One more mention is made of Isolda, that I have seen. This is in a Cumberland Assize Roll, which does not, however, necessarily imply Cumberland, (in 1292) that she appointed William her husband or Adam son of Robert de Askeby as her attorney in a case of mort d'ancestor, but the case is not detailed in the roll.

My usual thanks for permission to publish and for facilities are offered to the Earl of Lonsdale, Mr. W. Little and Mr. R. H. Bailey.

APPENDIX OF DOCUMENTS.

I.—CHARTER OF HENRY DE SULEBY, KT. TO WILLIAM LE ENGLEYS AND IDONEA, C. 1250. (Lowther Documents.)

Omnibus Sancte Matris Ecclesie filiis ad quos presens scriptum pervenerit Henricus de Suleby miles eternam in Domino salutem. Noverit universitas vestra me dedisse et concessisse et hac presenti carta mea confirmasse Willo filio Willi Anglici in libero maritagio cum Ydonia filia mea communam pasture in territorio de Crosseby Gerard ad omnimoda averia sua propria et communam turbarie et bruere in dicto territorio ad sustentationem domus sue proprie : habendam et tenendam de me et heredibus meis sibi et heredibus quos genuerit de Ydonia filia mea in libero maritagio libere quiete et ab omni servitio ad me et ad heredes meos pertinente.* Et ego et heredes mei predictam communam predicto Willo et heredibus suis quos de dicta Ydonea filia mea genuerit contra omnes homines quantum ad nos pertinet (defendemus) et in perpetuum warrantizabimus. In cujus rei testimonium huic scripto sigilli mei impressionem apposui. His Testibus Roberto de Askeby tunc vicecomite Westmerl. Johe de Moravilla Willo de Saunford Jordano de Querton Willo de Harcla Henrico de Staveley Wydone de Smeredal Thoma Bueth Gregorio de Suleby, Leonino de Suleby Wylo de Wateby et aliis.

* A word for "exempt" is here wanting in the MS.

DIGEST OF MEANING.

To all sons of Holy Church to whom this present writing comes. I have granted and given and by this my charter have confirmed to William son of William Le Engleys in frank marriage with my daughter Idonea common of pasture in the territory of Crosby Garret for their beasts of all sorts and common of turbary and brushwood for the sustentation of their house, to be held and had of me and my heirs by them and the heirs whom he may generate of Idonea my daughter freely and without question and service to me and my heirs. And I and my heirs will warrant the said common rights to William and the said heirs and defend them against all men for all time.

II.—DE BANCO ROLL, HILARY 6 RICHARD II., 1380.

(Extract : Public Record Office.)

Edmund de Sandford et Idonea uxor ejus petunt versus Willelmum de Thornburgh manerium de parva Askeby cum pertinentiis et 4 messuagiis 4 bovatis et 55 acris terre 24 acris prati et redditum unius libri piperis in magna Askeby que Petrus filius Willmi Lengleys dedit Willo filio Willi Lengleys et Idonee filie Henrici de Soulby et heredibus de corporibus ipsorum Willelmi et Idonee filie Henrici exeuntibus et que post mortem predicti Willelmi filii Willelmi et Idonee et Roberti filii et heredis ipsorum Willelmi filii Willelmi et Idonee et Johannis filii et heredis predicti Roberti et Willelmi fratris et heredis Johannis et Thome fratris et heredis predicti Willelmi fratris Johannis prefate Idonee uxori Edmundi filie predicti Thome et consanguinee et heredis predicti Willelmi fratris Johannis descendere debeat per formam donacionis predictam, &c. Unde dicunt quod predictus Petrus dedit manerium et tenementa predicta predictis Willo filio Willmi Lengleys et Idonee filie Henrici de Soulby et heredibus de corporibus, &c., virtute cujus donacionis iidem Willus fil Willi et Idonea filia Henrici fuerunt seisiti &c. in domenco ut de feodo et jure tempore Edwardi primi regis filii Henrici consanguinei regis nunc capiendo inde expletias de valore &c. Et de ipsis Willo filio Willi et Idonea filia Henrici descendit jus per formam &c. cuidam Roberto ut filio et heredi &c. Et de ipso Roberto descendit jus per formam &c. cuidam Johanni ut filio et heredi &c. Et de ipso Johanne quia obiit sine herede de corpore &c. descendit jus per formam &c., cuidam Willo ut fratri et heredi &c. Et de ipso Willo quia obiit sine herede &c. descendit jus &c. cuidam Thome ut fratri et heredi &c. Et de ipso Thoma descendit jus

per formam &c. isti Idonee que nunc petit simul &c. ut filie et heredi. Et que post mortem &c.

SCRIPTUM DONATIONIS (produced in Court).

Omnibus ad quos presens scriptum pervenerit Petrus filius Willelmi le Engleys salutem. Noveritis me dedisse concessisse et hac presenti carta mea confirmasse et quietum clamasse Willo filio Willi le Engleys fratri meo totam terram meam de Magna Askeby et parva Askeby in maritagio cum Idonea filia Henrici de Soulby consanguinea mea: tenendam et habendam dictis Willelmo et Idonee et heredibus de eis exituris sine aliquo retinemento in feodo et hereditate adeo libere et quiete in omnibus et per omnia sicut dictus Willelmus frater meus eam tenuit et ego post eum reddendo inde annuatim dominis feodi forinseca servitii quanta pertinent ad predictam terram pro omnibus servitiis. Si vero contingat, quod absit, quod dictus Willelmus de dicta Idonea non habeat heredem dicta terra cum pertinentiis remanebit dicte Idonee omnibus diebus vite sue, post decessum vero dicte Idonee dicta terra revertet heredibus Willelmi fratris mei in perpetuum. In cujus rei testimonium huic scripto sigillum meum apposui. His testibus dno Willo de Dakere dno Roberto de Askeby existente vicecomite Waltero de Wyndesore(s) Roberto de Cabergh Willo de Harcla Henrico de Stavell(y) Rolando de Revegile Wydone de Smerdale Willo de Wateby et aliis.

DIGEST OF MEANING.

Edmund de Sandford and Idonea petition against William de Thornburgh for the manor of Little Asby and for 4 bovates, 55 acres of land, 24 acres of meadow and the rent of 1 lb. of pepper in Great Asby, which Peter son of William Lengleys gave to William son of William (his brother) and Idonea daughter of Henry de Soulby and the heirs of their bodies which, after the deaths of William son of William and of Robert their son and heir and of John son and heir of Robert and of William brother and heir of John and of Thomas brother and heir of William, ought to descend to Idonea daughter and heir of Thomas, wife of Edmund aforesaid by the formedon (conditions of the gift). William son of William held this, they say, in the lifetime of Edward I. and received the emoluments. From them it came to Robert, son and heir; then to John, his son and heir; then to William, his brother and heir; then to Thomas, his brother and heir—neither John nor William leaving heirs: and from Thomas

to the applicant Idonea, his daughter and heir, and her husband Edmund de Sandford.

The copy of the charter produced has some unexplained points and implies other documents which do not now exist. It looks as if Peter the donor had been put in trust, as interim feoffee, by William his brother, and as if there were relationship between William and Idonea whom Peter calls his *consanguinea*, cousin.* This would require dispensation from the Pope for the marriage to be legal. Sir William de Dakere, who is one witness, died in 52 Henry III., 1267; he was overlord of Soulby.

III.—LICENCE GRANTED BY ROBERT LENGLEYS, KT. TO ONE OF HIS BONDMEN TO CARRY ON TRADE, 1298. (Lowther Documents.)

Hoc scriptum cirografatum testatur quod ego Robertus Lengleys concessi et licentiam dedi Thome filio Roberti bercarii de parva Askeby nativo meo et Godithe uxori sue et pueris suis quod possint commorari extra terram meam et feodum meum ubicunque voluerint in Westmorlandia exceptis locis in quibus poterint libertari sine calumpnia vel impedimento meo vel heredum meorum a pentecosta anno regni regis Edwardi 26^o per decem proxime sequentes annos completos pro quadam summa pecunie quam mihi dederunt pre manibus; reddendo annuatim mihi et heredibus meis vel meis assignatis 2 solidos videlicet ad pentecosten 12*d.* et ad festum Sti Martini in hyeme 12*d.* Et ad istam firmam ad predictos terminos solvendam istos inveniunt fide jussores, scilicet Robertum filium Roberti prepositi de parva Askeby et Ricardum de Crosseby tantum pro omnibus excepto jure mihi pertinenti de bonis ejusdem Thome de jure in consuetudine aliorum nativorum meorum cum obierint. Et libitum mihi ad finem decem annorum predictum Thomam et uxorem suam et pueros suos una cum bonis eorum ubicunque fuerint inventi ad statum pristinum 'reducere' (et) habere. In cujus rei testimonium mutuo scripto mutuum sigillum est appensum.

DIGEST OF MEANING.

This conveyance witnesses that I Robert Lengleys have granted and given licence to Thomas son of Robert the Shepherd of Little Asby my bondman and Godith his wife and his children

* *Consanguineus* is used in the mediaeval documents to denote blood-relationship, sometimes even in direct descent, with one or more generations between; but frequently equals our word "cousin." In this case it must be "cousin." A marriage between a granddaughter of Peter and his brother William could gain no dispensation: a marriage between cousins could.

to live outside the bounds of my land and fee wherever they wish in Westmorland, except in places where they might be set free without challenge of me or my heirs, from Pentecost of 26 Edward I. for 10 years subsequent, by payment of 2s. yearly at Pentecost and at St. Martin's Day. For this licence they have paid, and they find sureties for the payment of this rent (*firmam*) of 2s., namely Robert son of Robert the provost of Little Asby and Richard de Crosby—for all except the right I have in the goods of the said Thomas which will revert to me as those of other my bondmen at his decease. And I have the right to recal him and hold him and them in his former position at the end of the term wherever they may be.

IV.—WILL OF SIR THOMAS LENGLEYS, 1362.

(Lowther Documents.)

In Dei nomine Amen. Ego Thomas Lengleys compos mentis et sane memorie die mercurii in festo exaltationis sancte crucis anno domini MCCCLXij condo testamentum meum apud Helton Flechane in hunc modum. In primis lego animam meam Deo et beate Marie et corpus meum ad sepeliendum in ecclesia Sancti Petri de Ascome cum meliore averio meo nomine mortuarii et cum melioribus armis meis ad corpus unius hominis. Item lego in lumine circa corpus meum sepeliendum xvij. et in oblationibus ijs. Item lego ad distribuendum pauperibus die sepulture mee xls. et in eplis vicinis meis eodem die xls. Item lego Henrico de Threlkeld totam partem meam fru . Item lego eidem Henrico et Ydonee uxori sue viii libras argenti. Item lego domino Thome de Anand rectori de Askby ivl. Item lego Henrico de Threlkeld $\frac{xx}{x}$ oves. Item lego Ade de Slegill i boviculum et v marcas et Ydonie uxori dicti Ade et liberis suis xls. Item lego Isabelle del Chanons iii vaccas et i boviculum. Item Margarete Lengleys iii vaccas et i boviculum. Item lego Johanni Bakester et Beatrici uxori sue xl oves. Item lego Johanni de Bradley et Cristiane filie ejus l oves. Item lego Johanni de Kirkby (et) uxori sue et liberis suis lx oves. Item lego Elizabeth de Hovynghame et Alicie sorori ejus xls. Item lego Thome clerico xs. Item lego quatuor ordinibus fratrum per equales portiones xiiis. ivd. Item lego Ricardo filio Ade de Slegille xxs. Item lego Williamo filio meo ivl. Item lego ad distribuendum per vi annos in festo Sti Leonardi vii. Item lego xs. ad distribuendum in pane in festis Sti Michaelis et St. Luce proxime futuris. Item lego domino Williamo Lengleys vi tuppes. Item lego Thome de Hurtheworth rectori ecclesie de Louthr et domino

Thome rectori ecclesie de Askby xl. ad divina celebranda pro anima mea. Residuumque omnium bonorum meorum executoribus meis ad satisfaciendum vicinis meis de transgressionibus per averia mea eis facta. Et ad istud testamentum meum fideliter exequendum meos constitui executores videlicet Henricum de Threlkeld et Adam de Slegill. Et test () dominus. Thomas de Anand rectori ecclesie de Askeby et Thomas clericus de Helton. datum die loco et anno supradictis.

In the name of God. Amen. I Thomas Lengleys in sound mind and memory on Wednesday the Festival of the Exaltation of Holy Cross in the year of our Lord 1362 make my will at Helton Flechan on this wise. First I bequeath my soul to God and St. Mary and my body to be buried in the church of St. Peter of Askham, bestowing for mortuary gift my best beast and my best personal armour for one man. Also I bequeath for lights to be burned round my body before burial 16s. and offerings 4s. Also I bequeath to be distributed to the poor on the day of my burial 40s. and in feast for my neighbours that day 40s. Also I bequeath to Henry de Threlkeld my whole portion of [? the fruit or ? the corn]. Also I bequeath to the same Henry and Idonea his wife 8 pounds of silver. Also I bequeath to Sir Thomas de Anand rector of Asby £4. Also I bequeath to Henry de Threlkeld 10 score of sheep. Also I bequeath to Adam de Slegill 1 bullock and 5 marks and to Idonea his wife and their children 40s. Also I bequeath to Isabel del Chanons 3 cows and 1 bullock. Also to Margaret Lengleys 3 cows and 1 bullock. Also I bequeath to John Bakester and Beatrice his wife 40 sheep. Also I bequeath to John de Bradley and Christiana his daughter 50 sheep. Also I bequeath to John de Kirkby and his wife and their children 60 sheep. Also I bequeath to Elizabeth de Hovynghame and Alice her sister 40s. Also I bequeath to Thomas the cleric 10s. Also I bequeath to the four orders of friars 13s. 4d. in equal portions. Also I bequeath to Richard son of Adam de Slegill 20s. Also I bequeath to William my son 4l. Also I bequeath to be distributed for 6 years on the Festival of St. Leonard 6l. Also I bequeath for distribution of bread on the Festivals of St. Matthew and St. Luke next to come 10s. Also I bequeath to Sir William Lengleys 6 tupps. Also I bequeath to Thomas de Hurthworth rector of the parish of Lowther and to Sir Thomas rector of the parish of Asby £10 for the celebration of divine offices for my soul. The rest of all my goods I leave to my executors to satisfy therewith my neighbours for trespasses done

to them by my beasts. And that this my will may be faithfully performed I appoint as my executors Henry de Threlkeld and Adam de Slegill. Witnessed by Sir Thomas de Anand rector of Asby and Thomas the cleric of Helton. Dated the day place and year aforesaid.

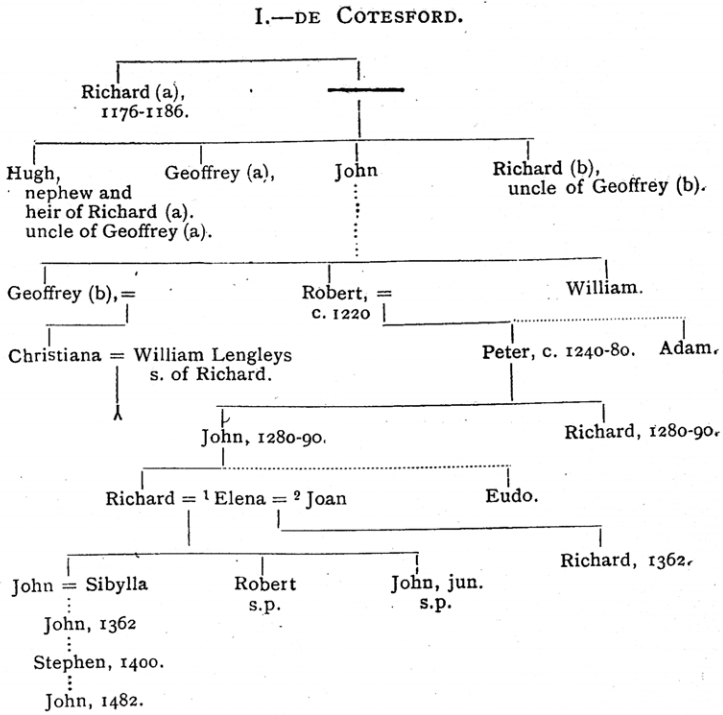
The endorsement gives the probate made in the church of Penrith 26 Sept., 1362.

V.—LETTER OF ATTORNEY BY PATRICK MACKOLAGH, C. 1330.
(Lowther Documents.)

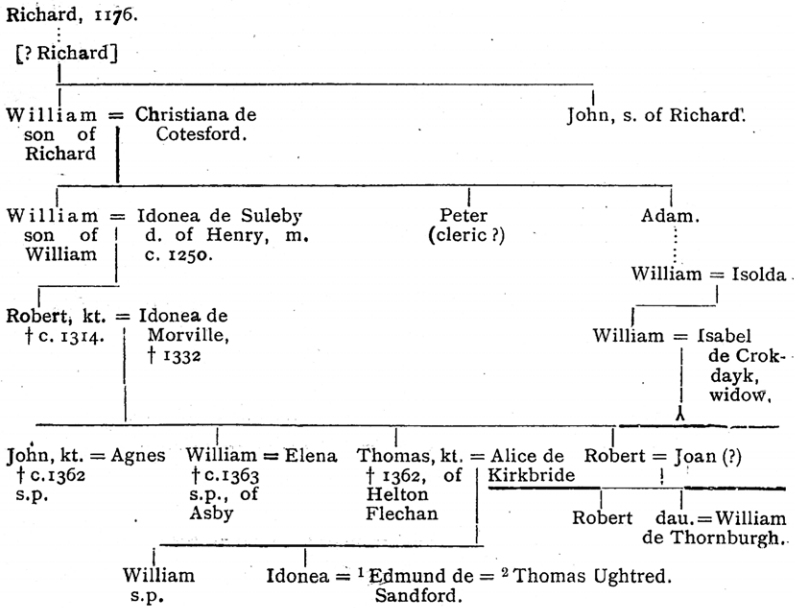
A touz ceux que cest lettre verront ou orrunt Patrik Mackolagh principale essequetour Herbert Marchall salut en Deu. Sachez que je ai establi en moun luy Willm Inglis de Askeby pur deliverer les haras de chevay que furent a Herbert Marchall de denz Inglewod, cest a dire a notre honorable pere Johan par la grace de Dieu Evesque de Cardoill lune matte et a Willm Inglis de Appelby lautre matte, et pur receiver en moun noun vers moy qaraunt marcs de le vesque avant nomee et 20s. de Willm Inglis de Appleby aiant vers moy ferme et estable ce que Willm de Askeby fra en moun noun auxi comme il est ici escrit. En tesmonion de quele chose a cest lettre patent ieo ay mis moun seale.

To all those who shall see or hear this letter Patrick Mackolagh chief executor of Herbert Marshall health in God. Know ye that I have appointed in my place William Inglis of Asby to hand over the brood of horses which were Herbert Marshall's within Inglewood, that is to say to our honourable father John by the grace of God Bishop of Carlisle one portion and to William Inglis of Appleby the other portion and to receive in my name for me 40 marks from the Bishop aforenamed and £20 from William Inglis of Appleby; holding on my part firm and settled that which William de Asby shall do in my name as is herein written. In witness of which to this open letter I have set my seal.

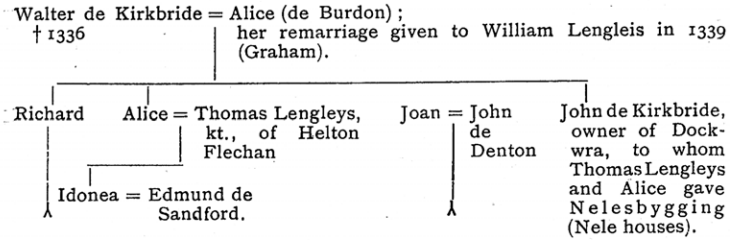
PEDIGREES.



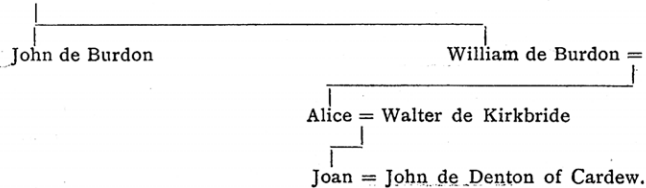
II.—LENGLEYS.



III.—CONNECTION BETWEEN KIRKBRIDE, LENGLEYS, AND DENTON.



IV.—CONNECTION BETWEEN THE OWNER OF CARDEW (OF 14TH CENT.) AND KIRKBRIDE AND DENTON.



NOTE.—In 1355 Hugh de Louthur, kt., enfeoffed Thomas Lengleys of $\frac{2}{3}$ of the moiety of Askham mill and of the reversion of the third part held by Richard de Denton and Agnes his wife as the dower of Agnes, held of Sir Hugh de Louthur, and gave up to Margaret, widow of Edmund Boyvill, all tenements of the moiety of the mill. In 1357 Margaret, widow of Edmund Boivill, quitclaimed this to Thomas Lengleys. Evidently Richard de Denton and Edmund Boivill married sisters and co-heirs. (Consult Graham on the Kirkbrides, these *Transactions*, n.s. xv.)