

ART. XXVI.—*Early Barton; its subsidiary manors and manors connected therewith.* By the REV. FREDERICK W. RAGG, M.A., F.R. Hist. S.

IN this series of old charters, far too few, we have to deal much with the remains of families of landowners in North Westmorland whose estates became absorbed into those of greater possessors. This fate happened not altogether because the early owners were from the first inferior. Their standing and their rights seem to have been the same as those of the owners who superseded them, but the superseders became baronial as well as manorial, by some good fortune of marriage or by gaining favour with those who under the Sovereigns of England, and of Scotland also, became tenants in chief and were thus able to place under themselves, or get rid of the earlier owners whose descendants thus lost rank and practically died out. It is a pathetic tale for those who have sympathy with such as by no clear fault of their own have lost, but it is one which sets us on to think of the actual meaning of the old manorial rights and liberties—the words come often—and to try to grasp the condition of things such as it was when law and legal possession as now understood had yet to be formulated and become the Civil Law, dominated by the Sovereign's courts, and carried out by the precedents which those courts chose to adopt, rejecting others. This if followed out would lead to a treatise, beyond the scope of the present paper, on the conflict between the development of the law derived from Roman codes, customs and traditions, and of law known as feudal, the customs of the peoples of the Northern half of Europe, where each possessor of an estate, the grant of the potentate who happened to be supreme or of one of his chief tenants, for service he

who had the grant had done or was expected to do for his superior was unshackled in that estate except for the dues required by his superior. I mention this because it is necessary to realize it all if we will understand what went on.

An estate so granted and held by feudal law in terms of military service was free tenure to be handed down as a minute kingdom inside a series of greater kingdoms till we reach that supreme lordship which was the sovereign's. This was different from the law derived from the Romans because in *that* all had become under one regimen admitting of no such principalities with separate courts, each in possession of its own laws called customary dues and the like, though this universality was only what it came to be under the later Empire. The one regimen might be good or bad—it was sometimes good, at others bad; but all under it were subservient in the same way and to the same degree under the State and its ruler, and were not subservient to persons owning different separate jurisdictions. The administrator of law under the Roman system might tyrannize and even do more and worse than tyrannize, still he was the representative of the abstract conception of the State. And to the same degree its written and recorded regulations could lead to terrible evils quite as bad as those to which feudal subjection led.

The feudal custom or law also had its abstract conception of the State up to which through grade and grade, superior and superior, all owning pointed; but if the Head chose to try despotism and tyranny he had a series of baronial and manorial rights to reckon with which could cause him to understand that he had duties as well as rights, and that he could not safely go too far. Feudal or military tenure, known under the appellation of Cornage, became the chief mode of tenure in Westmorland. The other chief mode of tenure was a relic of older days which lingered there, called Socage. In Socage a certain amount

of payment of the produce of the land or of its profits was the service due (for socage tenure see these *Trans.* N.S. xvii, 220 and foll.) The payment of produce came in the end to be a money payment, hence called *Alba firma*, money being chiefly of silver. Those who held possessions by this tenure were naturally some of smaller, some of greater possessions. The owners of the greater possessions were much on a level with the military free-holders of possessions of analogous extent. Socage owners did not all succumb to the fashion or temptation of becoming Cornage owners, i.e. owners in military service. But some influence was exerted and it would seem pretty strongly to bring this change about so as to be effective in the case of the smaller owners called drengs, though it took more than a generation to get this change carried through, and in cases of very small tenures it would seem as if it never was accomplished. Certain portions inside some of the manors, as the paper on the Feoffees of the Cliffords (these *Trans.* N.S. viii) tells us, remained unaltered all through the time of feudal tenancy.

It was Hugh de Morville, we learn from Pipe Roll 24 Hen. II (1177-8), who began this change. It could not be after 1171 and was not long before 1170, the year of the assassination of Beckett in which he was implicated. By the way in which the accounts of a consequent deficiency in the revenue paid into the Exchequer are mentioned in the Pipe Rolls, we know that it could not have been long before. But in 2 John (1201) there is in the Oblata Roll the record of money given to the king by 17 owners of manors in Westmorland who as drengs were unwilling to go overseas on the king's expedition; and even later than that, drengs remained and were only gradually extinguished. Some of the proudest families in Westmorland, we recognize from this and other records, began by being drengs, and if we had complete sets of documents we might probably find that most began as

such. I gave the names of these 17 drengs in a former paper but it will not be amiss to repeat them here, since it is now more possible to feel clear as to the manors of which some of them were owners. The names are:— Walter de Harcla of Hartley, Walter fitz Durand of Asby Wynanderwath (Gt. Asby was in moieties) and Winton, probably for Winton only,* Robert son of Robert de Suleby, of Soulby, William de Askeby of Asby Winanderwath, a moiety, John Talbois, of a moiety of Cliburn and parts of Askham and Bampton, William Mauchal of Crackanthorpe, Henry de Cundal of Bampton Cundal, Alan Pincerna (le Botiller) of Kings Meaburn, Richard le Engleys of Asby Parva, Hugh de Cotesford of Asby Cotesford, William de Clifton, who must have been Engaine, of Clifton, Gilbert de Broham of Brougham, William de Tirneby of Thrimby and part of Lowther, John de Morvill of Helton Flechan and part of Brampton. Those I cannot yet identify were Nicholas son of Robert, Richard son of Acher and Reginald son of William. The entry in the Pipe Rolls gives the number as 18, and this possibly is from some duplication. The remainder of Lowther as we know from Final Concords was held by drengs.

I ought here to make it understood that further study of the documents has modified my ideas. I thought formerly as others have thought that the payment made by the drengs to obtain exemption from going on that expedition was enforced exaction. *Now* I think that it was within their rights to refuse personal service in war but not to refuse payment, but that the actual amount which would ensure exemption from that and satisfy the

* William de Askeby was dreng in (Gt.) Asby, certainly Winanderwath. This and the tenement in Winton were afterwards held together. I have failed to find Werston (F. of F. 4 John) mentioned as possession of Walter son of Durand and Fankelea of Pipe Roll, 9 Ric. I, as being Walter Durant's. But it is significant that it is set down as one carucate. And this was the assessment of the Asby tenement in Winton.

king depended upon his power at the moment to exact; and this left an uncertainty which except in extreme circumstances was provided against in Feudal Military Service—Cornage—by the settled terms arranged in each case. Settled terms, by charter, had great weight between equals and between inferiors and superiors, and it does not require great extension of the idea to make them apply to the highest superior.* It is noticeable that cases of distraint for debt, and for what is called distress, could in those days only be acted on by consent of both parties,† and this is but one instance of law in that early stage being much in the condition of personal arrangement made on certain lines of usage, rather than being conditional on orders of an authority placed high above all; and the high authority could only work on the same lines.

What, however, was the plan or the plea used to bring about the change from drengage tenure to cornage tenure? It is difficult to imagine that simple overbearing force without persuasion could effect it. The very fact itself that the drengs of King John's time could get exemption from personal military service by an offered and accepted payment shows that they had some rights which he could not force.‡ And this, considered together with

* This is distinctly clear in the drawing up of Magna Carta and the terms specified therein.

† As an instance there is among the Lowther deeds one drawn up by Gilbert son of Henry de Witeby (the family that held what is to this day called Whiteby steads in Lowther), granting to Roger son of Gilbert de Lancaster and his heirs the right to distraint him and his heirs in either their chattels or those of their tenants (*firmarii*) of Kirkby Lonsdale as often as the ferm (the rent practically) of a half mark due from him and his heirs for a moiety of the mill at Mansergh was behind in whole or in part for 8 days after the days of Pentecost and St. Martin in the winter and consenting that Roger may drive the cattle so seized to his fold at Mansergh or to Kirbestac and there detain them till the dues were fully paid. The witnesses were Robert de Jauenwyt (Yanwith), Nicholas de Redeman, Adam de Lancaster, Roger de Brunolvishevid, Gilb. de Brunolvishevid and others.

‡ The entries in the Pipe Rolls about this payment are in 3 John, roll 18 in dorso (1201), and in 4 John, roll 11 dorso, 1202. The former over the account which usually means "paid" has *debent* written—"they owe it." The sheriff was William de Stuteville, his deputy was Philip Escrope. The entry states

the rights of socage holders and with those which even small owners in cornage held, tells us that a landowner was not easily overborne if he and his neighbours held together for their rights. The plea which prevailed might have been that which I have just mentioned, that their tenure as drengs had no security from exactions (a term often mentioned in charters) unexpectedly and arbitrarily put on, and that the new terms of cornage settled them in such a way that they could know what was likely to be expected and could feel some sort of safety. But this would apply to all socage owners higher than drengs, and since the larger socage owners in some cases never gave way one can only suppose that if it did so apply those who never gave way did not have extraordinary exactions made in later centuries, because it became a sort of principle to take the cornage valuations as rules to judge by; some of these owners being also socage owners; and arrangements with some sort of equity followed the principle.

But the drengs soon found out one exceedingly troublesome and costly result of cornage tenure, namely that their widows had lost their right to having custody of

that Geoffrey Fitz Peter's duty is to answer for the payment and that he recognises the discharge of it by the brief which he sent to the sheriff, and that this was in the Marshall's bourse. This tells us that the money was not paid into the Exchequer as it was expected to be paid, but had been given to Fitz Peter, the king's justiciar. The second entry tells us that Geoffrey Fitz Peter acknowledged the receipt of the money for their "fine" that they should be exempt from crossing the sea. But there is no statement that he paid the money into the Exchequer. Fitz Peter, unscrupulous like his master, would probably not have dared to keep the money, for he appears to have been always in fear of King John. The probability is that it was paid by him direct to John to provide for the mercenaries which Richard I had hired in France, and which John kept on, where he was at war with the King of France and his nephew the rightful heir of the throne. It is quite clear that John wanted not only the military services of his subjects in England but their payments in addition, which were supposed to be equivalents. Others besides drengs paid to obtain exemption. Of those in Westmorland who did so, Wido de Helebec, and Alan son of Benedict and Adam de Kirkby are particularized; the last held in cornage. It is noticeable that the payment is particularized as the "fine" of these drengs, and used in that sense it always means an agreement, not a penalty.

their children, if under age, and of the estates of their dead husbands. For this custody was given over to the superior lord as part of the homage and fealty, and out of it he made profit, while the heirs were under age particularly, but also by his claim for reliefs (succession duties) payable to him; and moreover the widow was forced, unhappy woman, unless she could pay some fee to avoid it, which he accepted, to an unwelcome marriage, out of which he also made profit, giving her to the highest bidder. Cornage tenure was in those ways a noose into which they had put their heads, but it was termed "free" and "honourable" tenure and words and fashions one must suppose went a long way then, as now. But when they found what a noose it was, vain attempts were made by some to get their heads out of it by claiming that they held by socage, not by military tenure, and the Assize Courts had to settle these claims.

There may have been also the temptation for the drengs that they themselves in turn could exercise the cornage rights of homage and fealty, and all that this entailed, on the smaller tenants under them. They themselves could have custody and reliefs and have their small courts and claim rights in them to enforce amercements on those who broke the manorial customs and infringed the licences of bread and beer or had brawls and either by word or blow inflicted injury on their fellow tenants in the manor, and were subject to the *misericordia* of these tiny courts, i.e. were at their mercy according to specified rules—and this extended even to their awards against cutting wood for firewood.

Of the right to hold these courts and to exercise these privileges, Charter I is an example. The grant in it is one made to a younger son of the owner, by consent of that owner's eldest son and heir, which in the 12th century it began to be the custom to record. The grant is a bovaté of land, an extent of ploughland which no further away than

Bampton was $6\frac{1}{2}$ acres (these *Trans.* N.S. xxii, 292). But Parker (*Pipe Rolls of Westmorland*) takes it generally as being 13 to 18 acres. No doubt it varied in extent especially on mountainous positions, for in the agricultural conditions of those days when the clearing away of rocks was no easy matter a ploughland would contain here and there portions which the plough could not work, and a ploughland of $6\frac{1}{2}$ acres might amount to a stretch of land reaching even to 13 acres which included portions not reduced to cultivation because of rocks or large roots, or mixtures of these and other natural difficulties which had to be left unreduced. This charter belongs to a time somewhat early in the 13th century; and its terms of military tenure and fealty, specifying the services due to be given by the freeholder of this tiny tenure, and the amount of fines due to the grantor and his heirs, including forinsec services, do not deprive the manorial owner of Tیرهgh, nor his heir, of their rights in their manor. The dues, the services and the homage would belong to the heir when his turn came to succeed. But the bovate was given *in feodo et hereditate*, to him as freeholder in cornage, and possible and likely consequences which could follow were, I suspect, hardly forseen in those early days. Suppose for instance a neighbour who was owner of a large estate was covetous of this bovate, what then was the likely result? We shall learn something of this later on.

But William de Tیرهgh made a grant of another and still smaller portion which homage and service made also a military holding: not such a thing as a knight's fee, but a portion which would have to contribute towards that greater tenancy, a knight's fee (Charter 11). It was a grant of two acres and a messuage which Richard the Miller had held, and was made to John the son of Elias the clerk, which looks as if he belonged to the Windergh family close by, for it is one of the personal names of that family. There is not much difference in date between

this grant and that in Charter I; for the same clerk, Ralf "the legate," penned both and the witnesses are almost identical. It is possible that Richard the Miller had held this bit of Tیرهgh demesne under different conditions of tenure, and that this was an introduction of the new system, the military system, in that bit of land; and hence the preservation of the charter. One of the witnesses is Robert de Hellebeck whose son Thomas, a more prominent man, held Askham as well as Helbeck. This suggests the possibility that Robert held Askham also; and a Crackanthorpe document, which has its date given as that of the shrievalty of Robert de Askham and seems to be of the year 1247, rather supports the idea. I have found no record of a family named de Askham which belonged to the Askham near Lowther.*

Charter III (placed in this order for convenience) belongs to the preceding year and is connected with the whole of Tیرهgh and not with a subsidiary portion of the demesne. Its date is determined by the name of Ralf de Nottingham as deputy Sheriff, which he was in 1246. It is witnessed, as is No. II, by Ralf de Aincurt who, though belonging to Sigredsergh (Sizergh), held, as grandson and heir of Ger-vase de Aincurt, possessions in Barton, namely in Windergh and High Windergh, in a portion of Sockbridge, and in Hackthorpe, in Lowther, besides, and had rights also in Trostormond (see these *Trans.* N.S. x, and *Records of Kendale* by Farrer and Curwen). This charter III is a covenant made between Henry de Tyrre on the one part and Ralf de "Haynecurt" on the other and is worth close notice because of all that it implies. Henry de Tyrre grants and concedes to Ralf de Aincurt and his heirs a third portion of his mill of Tyrre and the whole third of

* It is noticeable that in the Feodary of the Cliffords Askham comes second in the list, next after Helbec, and then the arrangement goes to the more easterly fiefs. There was some reason for the arrangement, though it is not clear what it was. In all those things there was order and reason for it.

the multure dues. Ralf is to construct one third part of the structure of the mill and one third part of the mill-pond dam. And Ralf and his heirs are to grind 20 skeps of corn and barley at that mill without paying multure dues.* The right which Gilbert de Lancaster possessed in the same mill is reserved; namely to grind the whole corn of his household of Sockbridge there without paying multure dues. Since the mill belonged, in as close a way as the demesne, to the lord of the manor, here is a lordship curiously split-up, the history or probable history and actual conditions of which require thought and working out. Henry de Tیرهgh meets Ralf de Ainecurt as a sort of equal. Ralf's rights are the same as his, his duties in respect of the mill are the same, and the mill and mill-dam evidently needed repair, and were under reconstruction which these joint owners are to undertake in equal shares. But there is a third joint owner, and no record has come down to our days of his being tied down to share in this reconstruction. We can hardly however take it for granted that he was not: but the only right mentioned as his is the right to grind, free of multure dues, the amount of corn used in his household of Sockbridge yearly. He was not what might in modern parlance be called the ground owner. For from A.R. 979 of 1255-6 we learn that he was summoned to answer in Assize for not attending the court of Roger de Lancaster (of the Fitz Reinfred de Lancasters) and for not doing the other services due from his freehold of Hertshopp which he held under Roger. But Gilbert claimed that what he held in Barton other than Hertshopp he did not hold under Roger but under the heirs of William de Lancaster (III), and of these Roger was not one. Windergh was not in Hertshopp but in Sockbridge, and part of this he seems to have held under Ralf

* A skep (Parker's *Pipe Rolls of Cumberland and Westmorland*, p. 211) is quoted as 12 bushels, each bushel being of Penrith measure and containing 16 gallons.

de Ainecurt but some part apparently on equality with de Ainecurt.*

Records of Kendale (Farrer and Curwen) tell us from the Sizergh documents that the portion which the de Aincurts held was that which was formerly held by Waltheoff. The Lowther documents (these *Trans.* N.S. xviii) tell us that the portion of Sockbridge given to Gilbert de Lancaster was that which had been held by Huctred son of Ketel under William de Lancaster I and the grant mentions as boundaries Likmasike and Sorelsike to the Eamont. The portion which came to the Stricklands through the de Aincurts was called Little Sockbridge (these *Trans.* N.S. x). Which part this was, I have not succeeded in getting geographically clear, but Helewis's charter (these *Trans.* N.S. x, p. 43) implies that some portion of Tيرergh was in it and the rights of the owner of this, Waltheoff's moiety, in Tيرergh Mill confirm what the charter leads us to expect.

There were other mills in Barton parish, the chief of which was Barton Mill itself (these *Trans.* N.S. xviii) and from the charter there given it can be seen that Gilbert de Lancaster had certain specified rights therein which were transferred to this family of de Lancaster by William son of Godefrid, those of one third, namely, of the mill; and, in this mill, besides rights to one third of the multure dues a certain free right to grind belonged to the de Aincurts' descendants and the Lords of Greystoke, who owned those rights (these *Trans.* N.S. x, p. 434) not simply, it would seem because they held Stainton on a side stream of the Eamont, but because they owned Yanwith in Barton

* Noticeable in this Charter III is the warrant by Henry de Tyrre for himself and his heirs to Ralf. This warranty could only have meaning when an owner was making a grant of what was his own possession; assuring a title to validity of the grant. For a grant which was merely an acknowledgment, to Ralf, of hereditary possession independent of Henry's, there could be no meaning in it. Some other form surely would answer for a promise not to disseise and Henry could have no power over any other party.

parish, held under the Veteriponts and afterwards under the Cliffords as part of the manor of Dufton. The Threlkelds afterwards owned this under them.

We get now back to the stratum of earlier owners of Barton to which I will return after we have done with the Tyrergh charters so far as to trace them down to the absorption of their manorial rights in the de Lancasters, and with the Hackthorpe charters. Charter IV is of a date near that of Charter III, but it has no sheriff's name to guide. Henry de Tyrrh witnesses, and so does Ralf son of Elyas; the last charter but one was to John son of Elyas, and Elyas de Winder himself attests this, which is a grant by Richard son of Roger de Wyndr to Henry son of Geoffrey de Tyrrh of a toft and a croft which had been transferred to him by the prior and convent of Carlisle. They lay, the charter tells us, outside the way which goes north to Barton Church. The grant is of a freehold, but homage and service other than the rent of 1 penny to be given at St. Laurence are not mentioned. It could hardly be otherwise. The prior and convent were not supposed to hold in military tenure. This then so far as it went was a tiny socage holding at the time.

The next charter (v) is by one of the last recorded owners who called themselves de Sockebred, and were owners of Sockbridge. This grants to Elias son of Adam de Windergh an acre and a rood and it specifies the places where these were: 3 roods with a "land" which Florans held, under the path which led to "latebot," and half an acre in the same "surbot." * And the reason for the grant is that he failed to give proper warranty to Elias before the justices at Appleby for a meadow at bradehegg, and for its being rescued from escheat; in other words properly open to an owning tenant; and Roger de Lancaster made

* For these names compare Lathbut (Farrar, *Kendale*, 359) and Sourbut in Garstang (Ekwall, *Place-names of Lancs.*, 252). Ekwall derives Laithbutts in Tunstall from o.n. bót, piece of land (*ibid.*, 183).

claim to it as over owner by reason of this defect.* This was therefore a recompense made by sense of honour.

The next charter (vi) is one by Richard's brother, Robert de Sockebrede, of land which Richard had granted to him. It was practically a sale for $6\frac{1}{2}$ marks, made to Ralf de Aincurt, of all that remained in his hands. Part of this may have been on de Aincurt's estate and he the under owner, but part must have been outside that moiety. And here we begin to see how a larger owner could get into his possession those freeholds. The witnesses include Robert de Askeby (deputy) Sheriff (c. 1247 or 8). The terms make Ralf nominally his tenant and the heirs of Ralf too, but we can realize without much trouble that no services could be exacted in any form from such a tenant and that the inclusion of this condition was a survival of empty form, like others which are no blessing in our days also and need to have vitality put into them or to be done away with.

In the next charter (vii) we are introduced to the last de Aincurt possessor, then married to William de Strickland. It carries on the process begun by the last de Sockebred grant. Ralf son of Eliseus de Wynderh gives up all claim and right of claim to William and Elizabeth which he had or could have in the moiety of the township of Little Sokebred by hereditary right or by his father's gift, and all deeds and muniments thereto belonging, in return for 16 acres and a rood in which William and Elizabeth had enfeoffed him. No warrant is added; and this seems to show that it was complete renunciation. It is renunciation of a higher status which perhaps was not very profitable, for a lower, an immediate tenancy; reminding one of the sale of an inheritance for a mess of pottage. One of the witnesses, Robert de Waynewit, can hardly be

* It was apparently claimed by Roger as being at the time of the grant under escheat to the overlord whose dues for succession had not been paid to him. Till this had been done neither heir nor assign could safely enter.

other than Robert de Yavenewith who was at this time a knight. The spelling is only one of the various ways in which Yanwith occurs. There is no *militibus* after the names of the knights—the word should have come after John de Morevill. And for the date we are left to conjecture.

The next charter is of 10 October 1299, a marriage portion given by Richard de Tیرهgh to his son Richard and Margaret de Bowes. This was the highest level which the family de Tیرهgh reached, and the names of the witnesses, who were chiefly neighbours of high grade, show in a quiet way that the marriage was felt to be an important one. The charter is dated in a fashion found in few charters of the reign of Edward I but which became fairly general in his grandson's days.

Follows on this charter that of Michael de Tyrer (Charter IX) granting to his son John and his male heirs a messuage in the higher end of Tyrer close to the way which "goes towards Askham," and some land in different parts. One in "Hald Tyrer" (Old Tیرهgh), one beside the Oat fields (haverlands), one above Bolram and one in Cartofed—it is difficult to feel sure whether to read this Cartosed, or Carcofed, or Carcosed; the *c* and the *t* are so closely alike and so are *s* and *f*. A ginger root at Christmas was all the service, but all the corn grown was to be ground at the Sockbred Mill up to the 13th measure. The date of this charter is 1330. John was evidently a younger son. The heir was Richard, who in 1348 (22 Edward III Thursday bef. S. Joh. Bapt.) in a charter states that "Since Christofer de Lancaster and his heirs hold a moiety of the capital messuage of Tیرهgh and 12 acres of land there by his concession until he and his heirs shall have paid to Christofer within 10 years next following the agreement £7, he releases to Christofer and his heirs his whole claim in the house and the 12 acres." The witnesses were Gilbert Engayne, Robert le Boteler, John

de Cliburn, Walter de Tyle, John son of Robert de Stirkland, John de Berewys, John Godberd, John de Redyngs, Thomas de Grendon "and others." Two other documents connected with this matter exist which must be of about the same date. One is the grant of Gilbert de Lancaster to his son Christofer of his tenements and the mill of Sokebred and all that thereto belonged in Tyrergh and the services of the freeholders, among whom was Margaret widow of Michael de Tিরergh. In 1348 also Richard son of Michael de Tyrer granted to Christofer de Lancaster and his heirs a moiety of a toft of 12 acres of land in Tyrer, which moiety Margaret his mother by a deed had released in perpetuity to Christofer. And lastly Richard de Tিরergh leased for 13 years to Christofer 34 acres of land and meadow in Tyrer lying in different parts: viz. 18 acres above Skallard, 8 in Cotestedis, and 4 of land and 1 of grass land in le Bradeheng.* The beginning of the end.

Besides the mills already dealt with there was another in Barton belonging to a different local family which seems to have had the same sort of possession as the manorial owners of Windergh and Tyrergh, the family of de Sandwic, which sank afterwards or disappeared. A charter, the next given (No. XI) concerning this mill is interesting for more reasons than one; the arrangement made between that family and the other manorial lords in Barton besides throwing light on the relations between under and superior owners, which are interesting in themselves, gives us a fragment of history which seems unrecorded elsewhere.† The agreement is between Ralf de

* This in Charter v is "Bradehegg." Not the only instance in which I have been led to suspect a sort of reminiscence in mediæval documents of the Greek sound of double gamma. But the occurrences are few and not easily explained.

† Between St. Martin, 31 Henry III (1246) and the morrow of Trinity Sunday, 40 Henry III (1256) no records of Final Concords at Appleby appear to exist in the Record Office. Henry was defeated in France, quarrelled with his Parliament, and had proclaimed war with the Scots. He only got stinted supplies by swearing to observe the conditions of the Great Charter. The disturbed state of things, I think, accounts for the gap.

Aincurt, Gilbert de Lancaster and Adam son of William de Karlton the superiors on the one side, and Henry de Sandwick, the immediate owner on the other. This shows us that in some way the Greystoke ownership had passed for the time being into the hands of the owner of Carlton near Penrith, whether by a marriage or by a sort of lease does not appear. It did not long remain so. It is dated S. Gregory in the 36th year of Henry son of John which was March 1246. One of the witnesses is Ralf de Nottingham then (deputy) sheriff. The date of his shrievalty seems thus to have been not simply 1246 but 1245-6 and at that time according to this charter this part of Westmorland was the county of Appleby, a stage in its history. The number of witnesses, amounting to 20, gives us an idea of the importance attached to the agreement and supplies approximate dates for some of the neighbouring landowners of importance. This unusual arrangement at the end of a Final Concord probably arose from the weakness of the King's Courts at Appleby.

The next series of charters concerns the upper portion of what was the manor or barony of Barton, "Bartonheved," and changes made in the ownership there by different grants of de Lancasters. There are small difficulties geographically arising from the disappearance of old names, but the changes bear on the history of the county; unfortunately too the MSS. have their difficulties of decipherment which though small are tantalizing. It appears from these charters that William II son of William I de Lancaster gave to his son Gilbert together with a moiety of Sokebred a stretch of country which reached across Kirkstone—as I read the document—witnessed by Walter, Abbot of Furness, Norman [de Redman] dapifer, Michael le Fleming and Anselm his son, Grimbald de Ellele, Gervase de Aincurt and Richard son of Alard [Ailward]. After this William II de Lancaster, son of William I, gave to the Hospital of St. Peter's, York, the

land called Docherg in Kendal in exchange for the lands granted to them in Barton-heved by William his father, and for land in Kendal which Ketel son of Eltred had granted to them. This charter of William II exists only in the copy made in the Charter Rolls (Record Office) and contains some misreadings of names of places. I give it after having seen the Record Office Copy and with the summary of contents given in the volume of Charter Rolls, and also from that volume the summary of the confirmation of this grant by Gilbert son of Reinfred with its changed set of local names of perhaps forty years later.

Yet another charter also of Gilbert de Lancaster's belonging to Kendal and to the neighbourhood of Sizergh of a grant in Strickland Ketel I give. The grant is of three assarts in Burneside to one whose name has been ever since I saw the document almost inexplicable. It is not easy to decipher. This grant of three small clearances in the forest could hardly have been made to one of the de Lancaster family, in such circumstances, and yet the name looks like William Lanicastrman. One might fancy it a mere misspelling but that Loncastra is so plain in Gilbert's name that this idea is weakened. The end of the name is certainly "man" and the name looks like an official, possibly of the Castle. But that did not belong to Gilbert but to William de Lancaster till his death in 1246. The alternative is to imagine that the omission of the genitive which was so usual later happened here, and that the grantee was the man of William de Lancaster—William de Lancasterman.* It would be an early instance of the usage—but if one supposed this and that his name was William and by inadvertence through its being the same, somehow the clerk got confused, the matter

* William Alexanderman, 1390, and William Elysman, 1393 (Farrer, *Kendale*, 31, 32) compared with Hugh Walkerservant, *serviens walker*, 1332 (*ibid.*, 357), and the surnames Matthewman, Masterman, Priestman, Milman may be noted.--ED.

would be fairly easy. The date by means of the names of the witnesses would be somewhere about 1230-40, which suits them all—Adam Gernet, Gamel the Forester, Gervase de Aincurt, Gilbert de Berbrun and William f. Geoffrey. The land descriptions *vauscellum* and *costillo*. are words I have not met elsewhere in these charters. I have no guide as to what was Flexamid Moss. Gilbert de Lancaster the grantor owned Strickland Ketel which had been granted to him by Uchtred son of Ketel (these *Trans.* N.S. x, p. 430.

I now turn to the Hackthorpe documents; Hackthorpe being over and over again mentioned as part of the de Aincurt possessions in Barton and connected therewith. The earliest is that of Gamel de Hakatorp in the time of Gervase de Aincurt. To Gervase, as it turns out from later documents, Gamel sold, for it can be explained in no other way, his rights in Hackthorp. This first grant is not to Gervase but it is witnessed both by Gervase and his son Ralf, suggestive in the circumstances of their already having at least prospective possession. It is a grant of only six acres to Herbert son of Alan who was chaplain of Wethermeloc (Watermillock)—no slur seems at that time to be entailed on the son of a chaplain. It has a term in it which I am ashamed to say I can give no explanation to, "Sivenus"*—and some local names of parts of Hackthorp. It specifies the forfeits due to the manorial lord, Gamel, for disorders among his tenants, *blodwit* and *wordwit*—assault and verbal abuse, in addition to emendation to be given to the victims of the assault, the amount of which would be settled by the manorial court.

Gamel seems to have left two daughters who were inheritors of his estate, Aliz and Cristiana—and one can only conclude from the remains of the family names which

* The editor suggests a personal name from O. E. Sigwini, found in the Durham *Liber Vitæ* as Siwin, Siwen, Sywin, which would be Latinized as Siuenus.

occur in the later charters that they were probably junior branches which held land in Hackthorpe but were not heirs as these two were. Aliz in her widowhood (Charter. II) granted the moiety to Ralf de Aincurt which had already been given over to his father Gervase by her father. She granted to Ralf also her portion of Haverslack and Linsite. Haverslack was in Melcanthorpe (in Strickland). Of the witnesses to the charter of Aliz, Adam de Yeland, seneschal of the bishop of Durham, must have been one of the Redman family, called at one time de Hieland (Yeland). Henry de Redman, seneschal of Kendal, was son of Norman de Hieland. William " tunc vice-comite Westmerl " could only be William de Stuteville who was sheriff while he was holding in custody the two Castles of Knaresborough and " Burc " which must have been Brough, Hugh de Morville's after his forfeiture. This was before William de Stuteville had the actual grant of the barony of these, about which we shall see something later on; and it supplies us with the limit of the date—i.e. between 1201 and 1203.

The third charter is a grant by the other daughter of Gamel, also made in her widowhood. Her husband's name is not given. It has mention of her moiety of the mill and mentions in a rather unusual way the de Aincurt purchases made. And one can see from such allusions the eager way in which that family assured themselves of possession of coveted estates.

The fourth charter shows that a grand-daughter of Gamel, Agnes, had been married to a son of the family of the cook of Eleanor, wife of Henry II, to whom Richard I her son gave Salkeld. Apparently she also was her mother's only child and with her husband was possessed of a moiety of Hackthorp.* The next charter (v) is by Agnes, now widow of Nicholas Sauser, which with its unusual

* The wording suggests that Gamel's grant had just been made.

forms of expression is amusing as well as interesting, if it needs trouble to make sure of the meaning. She calls herself "femina" of Nicholas, and does not use the almost universal term "late wife of." And the bovate which she "sells"—also an unusual term—to Ralf son of Ralf de Aincurt has its extent and the names of its several portions specified and particularized. But we have to be awake to the exact meaning of the wording, and keep the last four acres mentioned as four acres of *demesne* in the "Willa" (Villa) separate from the bovate of which they do not form a portion. The bovate was not in demesne: that seems clear when we read the charter as it is meant. The parts of the bovate are one acre in the croft where the home was, a second acre in Tranesic, three roods in langelands, one under borhan, and at bracanberhe a half-acre, a half acre below birkehevit, above holgil a half acre and one rood above Maydinrig: putting these together we have:—

1 acre in the croft.	3 roods in langelands.	½ acre at bracanberhe.
1 acre in Tranesic.		½ acre at birkehevit.
1 acre under borhan		½ acre at holgil.
1 acre under the village	1 rood at Maydinrig.	
—	—	—
i.e. 4 acres.	+ 4 roods.	+ 1½ acres.

that is $6\frac{1}{2}$ acres. I have already mentioned that at Bampton $6\frac{1}{2}$ acres was the equivalent in assessment to one bovate.

The cleric who wrote out the document, in addition to spelling names in an unusual way, has written his own entry in such a manner that it remains a difficulty. It might be deciphered as Cuningham but this seems quite improbable; the alternative seems to be Ovingham, probably Ovingham, Northumberland. "The preposition "preter" is also unusual but possible, and the contracted word cannot be anything else.

Simon de Hakethorp is the author of the next document (vi), an open letter telling the world in his neighbourhood that he has given up to Ralf de Aincurt and his heirs rights in the Hakthorp Mill and in multure dues. He has consented to be bound to have the corn, grown on his six acres of demesne and on his two bovates of land, ground in the mill which is now practically Ralf's, up to the 13th measure. For this concession Ralf gave him a mark of silver "in his need." The date of this is the year of the deputy shrievalty of Ralf de Notingham which has already been shown to be 1245-6. So far one has no hint as to which of the two sisters, coheiresses of Gamel, he was descended from, but it must have been one or other or he could not have those rights in the mill which he transferred to Ralf. But as he does not call himself Salsarius, which family had become somewhat prominent by its possession of Salkeld, the presumption is that he was probably the heir of Aliz.

William de Hakethorp and Alice his wife are the donors of the seventh charter, but this grant is not to de Aincurt nor his descendants but to Hugh son of Geoffrey de Louthor and it seems as if it was the first gain of land beyond his father's small inheritance which Hugh acquired. This was outside of Hackthorpe, but the terms of the grant—a rose to be given on S. John Baptist's day in lieu of all demands—implies some kinship between them. The grant was to be two "selions," a term explained in the *New English Dictionary* as portions of land dividing open fields like "butts" in some parts of the country, which did not fit in with the neighbouring furlongs, which had to be, for ploughing purposes, something of quadrilateral shape, and were triangular outside bits or bits irregular in shape, but without any settled size—that being determined by the surrounding or adjacent ploughlands. They were inconvenient to the owners of

the land close by if not made use of and claimed. These two selions lay near a spring called Utkelde and a croft whose name is lost by the perishing of a portion of the charter which is in frail condition. The names of an owner of a part of Lowther and of another witness have also perished in this way.

We shall see later on that Alice was one of the de Thrimby family between whom and the family of Lowther there certainly was relationship. The next charter (VIII) is hers; drawn up after William de Hakthorp was dead, in her widowhood. It is a quitclaim to Hugh de Louther of all her rights in a rood of land in Lowther, situate in 'dallandis' which her husband had let to Mathew de Rosgyl, chaplain, for a term of 20 years, and Mathew before the lease was out had let it to Alexander son of Cristiana, and he in turn to Hugh de Louther to hold till the term was finished. It was evidently to Hugh a rood which he particularly wanted, reaching from the croft which was that of William son of Richard de Louther to the spring called Apeltrekelde. She also quitclaimed the two selions mentioned above near the spring called 'Outekeld' and near Hugh's croft. If the spring can today be identified the position of the original croft of Hugh son of Geoffrey might by this be approximately guessed at.

But a fuller charter of hers follows (IX) in which she calls herself Alice daughter of Peter de Thrimby, and this gives an interesting description of the different bits of land which she handed over to Hugh and quitclaimed entirely to him. These portions are: two acres of which three roods were in hirdknaphow and half a rood in le scharruns and one rood in upper thornbergh, half a rood in Sandrygges and another half in buyrtre banc* (elder-tree bank), a rood in staynyadolf,—a name which reminds me

* For these see later.

that this same name occurs in Threlkeld (these *Trans.* N.S. xxiii, p. 156) in Castelyadolfbek there, and looks as if it belonged to some hero of the district whose legend has been lost. Another half rood turned over to Hugh de Louthther was above le bigges and another in two portions above cottarl. She also quitclaimed to Hugh, his heirs and assigns all right she had in the three acres and a half rood in Louthther which she and her husband had leased to Mathew de Rosgill, one half acre of which lay in lang nord land and two roods in upper thornberegh and one half acre in lower thornberegh and one rood and a half in Sandrigges, one rood in buytre banc, one rood in Staynyadolf, one rood in Middelrig, half a rood in le mire, one rood above le bigges and above the castle (*desuper castellum*), a half rood and also her other rights in the two acres of land aforesaid in the field of the priory.* Robert de Morvyll was deputy sheriff when this grant was made, i.e. it was between 8 Oct. 1287 and Michaelmas 1288. This is the earliest mention of the castle that I have seen.

The next charter (x) is one which instances a custom in the Cumberland and Westmorland district about which not all has been said that might be said. It is a relic, as it appears to me, of an older position of woman. Mr. W. G. Collingwood has remarked that farms whose names end in "ergh" are often named from females. In this charter is a succession of three women in Hackthorpe, mother, daughter and grand-daughter, through whom the succession of possession went. In some charters one meets with the names of owners given as sons of women and without the names of the fathers. It is out of the question to think of these as cases of illegitimacy; the owning of land could not be inherited in that way except by special grant, a real alienation such as happened more than once in the de Lancaster family. But illegitimate descendants

* The Priory was Watton, and the land belonging to it was in Louthther John. The institution was of the Sempringham Order.

were not acknowledged as true heirs and, as we find, disputes and troubles resulted. Here, therefore, the succession was not illegitimate but legal and the family and the name were kept up through the three descents. Naturally the survival of a dying custom of this sort was to be found amongst the smaller and under owners. The land granted by the charter to Sir Walter de Strickland was a small piece lying between that which he had inherited and that which belonged to another mesne lord at that time not of much less importance than Walter himself, Sir John de Harcla. We find him later on conceding his lands there to Sir Walter.

The next charter (xi) is one drawn up for another branch of the Hackthorpe family, Mathew son of Thomas de Hackthorpe, who mentions his mother Christiana, and it is the transfer of what she held in dower and complete renunciation of it. Since, after his mother's death, it would be part of his own estate this is a final parting with it to the mesne lord. There is little by which to assign a date for this except the names of Henry de Cundale c. 1280-1341, Michael de Tyregh c. 1280-1315, and William de Tyle (of Cliburn) before 1314.

It is in the next charter (xii) that we have the transfer of the mesne lordship of part of Hackthorpe made by John de Harcla to Walter de Strickland, and from the style of the charter we see the difference between such a transfer and the transfer of a merely immediate manorial owner. Wards and reliefs and escheats and other services, evidently including those of freeholders and of others, and all of profits to be considered, are specified as transferred. Witnesses of this charter include knights and others from further away, as if it were of importance:—Henry de Malton, from Cumberland;* Alexander de Wyndesore of

* The family de Malton had possessions in Little Waverton, Threpeland, Leveresdale, Bothecastre, Fenton and Little Corkeby, and claims in Torpenhow, Hayton, Blenyrhayset, Whitehall, Boualdyth, and Ukmanby (see *Feet of Fines for Cumberland*, these *Transactions* N.S. vii, 231, 233, 234, 237, 240, 241).

the family to which William de Lancaster had given land with his daughter in marriage; * Gilbert de Singleton of Amounderness, John de Skelton of Cumberland, and Richard de Preston whose family belonged to Preston Richard, but who apparently held some estate not far away. The date is the 14th year of Edward II (8 Aug. 1320). The Strickland shield on the seal attached, 3 escallops, is very fine.

The next follows, a grant to Sir Walter (xiii) of lands held by Nicholas de Grindon† son of Thomas, of whom I have no further record to give. He was one of the manorial under or immediate owners, not of the position of Sir John de Harcla as is evident. The date is 4 Edw. III (12 April 1330). By this transfer, almost the last, most of the Hackthorpe lands, except those granted to the Lowther family, had been given into Strickland hands.

But there is one charter more (xiv) though how connected with the Hackthorpe family there is nothing to tell. It is of later date 39 Edw. III (29 June 1365), and grants to Sir Thomas de Strickland and Cecilia his wife (de Welles) and their heirs the lands which the grantor John Baron possessed. It has an unusual clause in it. He stipulates that the security of the warranty he and his heirs give to the de Stricklands and their heirs should lie on his tenements in Bampton into whosoever hands they may fall. This gives a new suggestion as to the full meaning of that warranty so often mentioned in these medieval charters. If it could be laid on land, on a particular tenement, as well as on persons, it seems to imply that there were expenses attendant on the warranty when the summons to give it had to be obeyed which possibly caused unwillingness at times; and, as revenue had to come from land, the expenses could be entailed on some particular portion

* Apparently great-grandson of Agnes de Lancaster.

† Nicholas de Grendon witnessed 1297 (Farrar, *Kendale*, 13); see also these *Transactions* N.S. xvi, 140, 142; xviii, 150; xxii, 297, 302; xxiii, 160, 161.

of an estate. And this would naturally have to be considered in a future transfer by grant or sale of that particular tenement.

The arrangements which had to be made between the Stricklands and the Lowthers, in these Lowther lands—for Hackthorpe is a part of Lowther—so far as they concerned that family and history are recounted in the papers on Lowther history (these *Trans.* N.S. xvi, 108ff).

I have now to turn to the twilight which these Barton documents have for us, showing dim indications of earlier history. Between these and the Hackthorpe charters and those which I gave in these *Trans.* N.S. xviii we get back to the stratum of owners in Barton before the time of William de Lancaster II. Col. John Parker in "The Redmans of Yorkshire" (*Yorks. Arch. Journal* xxi) takes us one step further still. "Records of Kendale" (Farrer and Curwen) quoting from the Sizergh documents give sign-posts also. The moiety of Sockbred which came into de Aincurt hands was that which had been held by Waltheoff. The grant of this (to de Aincurt) was by William de Lancaster I and is among the Sizergh documents and is witnessed by Norman the dapifer, who, as Col. Parker shows us, was Norman de Redman. This moiety was therefore not Norman's and was not in his hands. The moiety which was given to Gilbert de Lancaster was that which had belonged to Huchtred (Uchtred) son of Ketel (son of Eltred) who also had Strickland Ketel. The gift of this to William de Lancaster I was made by Norman de Redman, called also Norman de Hieland in the grant to him of the moiety of Levens. Norman therefore owned Ketel's portion of Sockebred and not Waltheoff's. And the confirmation of the grant of this by Henry son of Norman in the Lowther documents (see above) shows this. But his grant was a confirmation which did not renounce his overlordship and his feudal dues, small as the dues were. He and his descendants were still over-

lords. For even in the reign of James I the Inq. p. mortem of 15 Oct. 17 James I (1619 A.D.) given in "Records of Kendale," shows us that Edward Lancaster held the manor of Sockbred and land in Tirell of the heirs of Matthew Redman by service of a pair of spurs. This Matthew was the direct descendant and heir of Henry de Redmain. He was born in 1528 and by simple wastefulness lost his moiety of Levens and the rest of what he owned. His heirs were still overlords of that moiety of Sockbred.

But if Norman de Redman or de Hieland did not own both moieties of Sockbred he owned by grant of Stephen son of Dolfin de Thrimby the fragment of Morland called Trantrem (now Trantrams) not far away. It is very noticeable how many of the fiefs were granted and owned in moieties; Levens was so, Lowther, Cliburn, Bampton, Asby Winanderwath, Meaburn and others were. In only one case, so far as my memory serves me, were the moieties held by closely connected members of one family, and that was Lowther. The other fiefs held in moieties were held either by families who had no close connection or by more distant kin, such as cousins, but some by those who had been or were officials in the houses of the donors—dapifer, seneschal, butler or forester, and at times these were relatives. The combined or united families of Gospatrick and Elftred father of Ketel certainly were not deficient in making grants to different members of their own relations, those descended from one of the two families or those descended from both, and there were plenty to fill up the gaps and hold positions of different grades of tenure. Probability certainly is that Sockbred was a manor which was thus disposed of.

It must be remembered in noticing the mentions of Sockbred as a manor in the Inquisitiones post mortem that the manor as mentioned in these was not the whole of Sockbred but the portion which was the immediate possession

of the person about whose possession at death the inquest was, *his* manor, his moiety only. Now what is striking about the names of these earlier owners of the Sockbridge moieties is that they belong to the families of Gospatrick the Earl, and Elftred, but not all to those who were descended from both. In looking through the lists and descents of these we find that on the Gospatrick side there is no Ketel: this name belongs to Elftred's descendants only; and that there is no Ailward and no Dolfin and no Waltheoff in these. These occur on the Gospatrick side only. Uchtred occurs in both: I am not saying that this is a rule for other families which have these names and were probably of kin. It certainly is not. But for these two it is. This then gives some presumption to the idea that Sockbred had been granted in moieties by the early donors to branches of each family as separate branches. A support of this comes in the names of witnesses to the early charters. We have for instance in the Windergh and Sockbred grants Gilbert son of Robert son of Euctred. There is also, but I have not room to give it, a charter by William son of Adam son of Huctred de Sochebred containing a quitclaim to Sir Roger de Lancaster and his heirs of all the rights he had in the land which Huctred his grandfather had held under Sir Roger in Sockebred. Sir Roger had given him 3 marks of silver in his need. This was witnessed by Sir Walter de Stirkeland, Sir H. de Suleby, Sir Richard de Preston, Ralph de Daincurt, Thomas de Louther, Gervase de Daincurt, Alan Pincerna, John Machael, Walter de Meburn, Adam de Slegile, Mathew de Rosgile, Richard de Heyham "and others." But on the other hand we have Richard son of Richard son of Alard, (Ailward, that is) in these charters. Neither Ailward nor Richard son of Ailward occurs again in any list near Sockbridge but Richard son of Alard witnesses a charter of 1184-9 (*Records of Kendale*, Farrer and Curwen, p. 131) by William the Marshall to Gervase de Eincurt of lands in

Helsington and Sizergh, together with Henry son of Norman de Redman, Mathew Gernet and Roger de Croft belonging to South Westmorland and its neighbourhood. And in a grant to Furness Abbey by Godard de Boivil (*S. Bees Register*) we have Ailward de Brocton—of the Broughton in Furness. And he, as the *le Fleming MSS.* show, was succeeded by at least one Richard de Brocton. This suggests the direction in which the Ailwards went. We have thus two sets of names belonging to the two distinct families in Sockbridge, to keep company with Uchtred and Ketel and Waltheof.

As to the greater manor Barton of which that manor is a portion we can only reason that like the rest of Westmorland it was in the barony of Knaresborough and Burc (Brough) till Hugh de Morvill was deprived in 1174. After that the manor must have been in the king's hands. The Westmorland accounts in the Pipe Rolls from 1179 were answered for by Glanville, the sheriff of Yorkshire, till the accession of Richard I. Then with intervals occupied by Osbert de Longchamp, and Hugh Bardolf and Geoffrey fitz Peter we come in 1200 to William de Stuteville. But William de Stuteville—I quote the date from Col. J. Parker—had a grant of the custody of Knaresborough in 1177 which did not carry the shrievalty. He had the grant of the barony itself of Knaresborough and Burc in 1 John made to him, to hold by service of three knights. He would thus be in possession of the Morville barony of Westmorland which did carry the shrievalty. And this he must have possessed for he could not as mere sheriff have made the grant of the lands of Evenwit*—which is simply Yanwith, to Keldholm Priory, as detailed in Dugdale's *Monasticon*, a grant confirmed by King John in 2 John † (1200-1). He *could* grant this as superior lord,

* The grant by Norman de Redman of Trantrem (in Morland) seems to have been made almost contemporaneously.

† Careful consideration of the wording of the grant recorded in Charter Roll of 2 John, has led me to the conclusion that the words following the mention of

owner of the barony. His interest in Yanwith would come from his sister's third marriage which was with William son of Ranulf, of Greystoke. The barons of Greystoke were mesne lords of Yanwith under the barony of Westmorland, and Yanwith was held by them as part of the manor of Dufton. But in 1203 William de Stuteville died and King John gave Westmorland to de Veteripont, husband of the sister of Hugh de Morville. Thus we have probably only a portion of two years in which the Yanwith grant to Keldholm could have been made as well as having a fragment of the history of the barony of Westmorland in the interval between de Morville and de Veteripont. But Veteripont did not have granted to him all that Morville had possessed. Barton itself came to de Lancaster, how soon we do not know. But it was held in chief. This was particularly shown in the tenure of the manor house, as we find from the various Inquisitions and from the purchase of Barton by Ranulf de Dacre in 13 Edw. III (1339) from John de Lancaster (of the Fitz Reinfred family, husband of Annora). The house and a small bit of the manor were held in chief as one twentieth of a knight's fee. The rest of the manor was held under the heirs of de Lancaster, i.e. of William III, the lords of Kendal.

The church with its possessions was granted by this same John de Lancaster about 1317 (F. of F. 10 Edw. fil. Edw.) to Wartre Priory during the time when Richard de Welwyk was incumbent of Barton. He was made Prior

William de Stutevill and Evenwit, viz. "et omnia que inter has divisas subscriptas continentur," refer to Kirkby Moreside only and not to Evenwit. That is, that in some way, two separate grants have been entered together. Kirkby Moorside is in Yorkshire N.R. Evenwit or Euenwit is clearly one of the variations of Yanwith. I think Col. J. Parker had come to the same conclusion that they were separate grants. He thought that Evenwit was a name for Lyvennet. I have been reduced to quoting from him and from Dugdale's Monasticon, not having had the chance to consult the Charter Roll on this point, myself, but I am satisfied, after consulting both Parker and Dugdale, that this conclusion is the right one.

of Wartre by John. The transaction of the gift of the church to that Priory is stated to have been carried out at Carlisle. At the Dissolution these possessions of Wartre were granted to the Earl of Rutland, the heir general of Geoffrey fitz Payne also called Trusbut, and among them the churches of Barton and Askham. On the 14 Feb. 33 Henry VIII (1542) the Earl of Rutland sold these rectories to Lancelot Lancaster and Michael Hudson for £854, free of all rents to Lowther, and on 3 Nov. 1666 William Dawes sold to Sir John Lowther his moiety of the advowson of Barton Church.

My thanks are due to the Earl of Lonsdale and his agents at Lowther, as aforetime, for permission to consult the documents at Lowther Castle and for assistance in the work.

CONCLUDING REMARKS.

Since I wrote the foregoing article I have been carefully going through the text and the provisions of Magna Carta forced on King John by the barons of the North with Stephen Langton, Archbishop of Canterbury, at their head in the 17th year of his reign. The volume of Commemoration Essays, put forth by the Royal Historical Society in 1917, has much illuminating matter in it which ought to be more widely known. But only one who has worked at the charters of the times preceding that Great Charter can realize to the full the real meaning and purpose of the provisions, and the admirable fairness of Langton and the Northern Barons. Some of these are so strikingly illustrative of the coils in which the drengs and socage owners found themselves involved by the change from their old tenure to that military tenure known in Westmorland as Cornage tenure, and the consequent trials in Assizes which followed when they found themselves even

centuries afterwards involved, which the Assize Rolls record, that I feel justified in adding this note.

It is clear from all of it that the absolute right of the drengs and other land-owners in the land they owned as freeholds could not with justice be impaired even by the Norman and Angevin feudal tenure. The modern fancy that all rights in the lands were those of the kings only, and that private ownership was a sort of filching of those rights which ought to be restored to the Crown by deprivation or taxation, has simply no justification in history. And the terms and conditions of the Great Charter, that admirable foundation of the Constitution of the Realm, go absolutely against it. And the more is this true that the modern use of the term "The Crown" is itself in name and in fact an unjustifiable usurpation. Noticeable in the requirements of the Barons, showing that they were defending the rights of all (even of the drengs), and not alone their own rights, are such chapters and provisions in it as these: the reliefs (succession duties) of earls and barons were tied down to a fixed amount: of other tenants in chief at a much lesser, also fixed amount, but he who had a fief of less value than a knight's fee was also only to pay his proportion as settled by ancient custom. No freeman (which includes no freeholder) shall be arrested or outlawed or exiled or imprisoned or deprived of his inheritance or in any way injured, except by judgment of his peers (his equals) just as earls and barons must be tried by *their* peers "nor will we proceed against him" except by the judgment of such peers or by the law of the land, which was the ancient and traditional law. And if anyone had been dispossessed even by his father Henry II. or his brother Richard unjustly, as proceedings in Courts in *gild* show, his rights were to be restored to him or to his heirs, and the statement what Courts were to be is clear. If anyone also owned land in socage of the king, in chief, and of another (who would be under the king) in military tenure

the king would not seize custody of that land of which the overlord held the rights by any pretence of the rights of the Crown. Justice of these sorts was even to be carried out in Wales, where the king and barons had rights, and in the Marches, by Welsh law or by March law, so that the inheritance of the freeholder should not be diminished except by his own act and deed, but that his children should succeed to it. That means in other words that his inheritance was practically considered as inalienable; and to the same instinct and tradition also points the fact that when even for rebellion against a reigning king—whether king *de jure* et *de facto* or king *de facto* only—an owner's freehold estates were confiscated, the rights of heirs were so often allowed and the forfeiture was not altogether enforced against them, though partial loss was the practical result, except in times of far worse sentiment and management than ever did come and weakness in the Sovereign. Of such provisions the Great Charter is full. It is only of late years, the end of the 19th century and the years of this, that Englishmen by being given to laxity, profit and pleasure have allowed the Great Charter of their freedom to be broken through, and their freedom itself to be thrown away.

APPENDIX I.

I. TIRERGH (TIRRIL).

William de Tیرهgh to William his son; circa 1230-40.

Sciant omnes tam presentes quam futuri has literas visuri et audituri quod ego Will's de Tیرهrh consensu et assensu Ade filii mei et heredis concessi dedi et hac mea presenti carta confirmavi Willo filio meo pro homagio suo et servicio unam bovatom terre cum pertinentiis in villa de Tیرهrh, illam scilicet quam Rogerus filius Duciecani tenuit; tenendam et habendam " ille et heredes sui " de me et heredibus meis in feodo et hereditate cum omnibus libertalibus et aisiamentis predictae ville de Tیرهrh pertinentibus

infra predictam villam et extra, libere et quiete et integre et honorifice sine omni minutione et perturbatione: Reddendo annuatim mi et heredibus meis xii denarios argenti. Scilicet vj denarios ad penntecoste et vj denarios ad festum Sancti Martini, pro omnibus serviciis et consuetudinibus et exactionibus mi et heredibus meis pertinentibus. Faciendo forinsecum servicium quantum pertinet predicte bovate; pro qualibet vero forisfactura que ad me vel meos pertinebit dabit mi et heredibus meis unum denarium argenti in misericordia nostra, ipse scilicet et heredes sui et emendabunt cui vel quibus forisfecerit. Hiis testibus Willo de Kettevilla et Rico. fil. Rici. fil Alardi, Willo Morpat', Silvestro de Sandwic, Michaele de Tirerh, Gamello de Tirerh, Henrico de Tirerh, Ada de Tirerh, Thoma molendinario, Rado. de Collebi, Radulfo legato qui has cartas scripsit et aliis.

William de Tirerh by consent and assent of his son and heir Adam grants to his son William for his homage and service the bovate of land which Roger son of Duciecan had held; to be held in fee and heredity in free and honourable tenure, in full right and possession. Twelve pence yearly, i.e. 6 at Pentecost and 6 at St. Martin are the dues, and the proportion of forinsec service due from a bovate, also, and for every forfeit incurred so far as it concerns William and his heirs 1 silver penny besides the amend to be given to the injured party as settled in the manorial Court.

The name Duciecan is extraordinary, but it is out of the question after studying the deed to read it, as would be easy, Dunecan, though it looks at first sight as if it had been altered from that.

II. TIRERGH (TIRRIL).

William de Tirergh to John f. Elias; c. 1240.

Sciunt omnes tam presentes quam futuri has literas visuri et audituri quod ego Wills de Tirerh concessi et dedi et hac mea presenti carta confirmavi Johanni filio Elie clerici pro humagio suo et servicio et heredibus suis duas acras terre cum messuagis in Tirerh de dominico meo, illas scilicet quas Ricardus molendinarius tenuit: tenendas et habendas in feudo et hereditate de me et heredibus meis, " ille et heredes sui " libere et quiete et plenarie cum omnibus libertatibus et aisiamenis predicte ville de Tirerh pertinentibus infra villam et extra: Reddendo annuatim mi et heredibus meis quartos denarios: duos scilicet ad pentecosten et duos ad festum Sancti Martini pro omnibus serviciis et consuetudinibus et exactionibus. Ego vero et heredes mei predictam terram cum pertinentiis predicto Johanni et heredibus suis contra omnes

in perpetuum warantizabimus. Hiis testibus Rad' d' Ainecurt, Rob'to de Hellebec, Rob'to de Ainecurt, Willo. filio Silvestri, Ricardo fil. Alardi, Ricardo filio ejus, Michaele de Tirerh, Rad. legato qui hanc cartam scripsit et aliis.

William de Tirerh grants and confirms to John, son of Elias the cleric, for his homage and service 2 acres of land and a messuage held by Richard the Miller in Tirerh on his demesne, in fee and heredity, with all full rights and easements within and without the township. Four pence yearly are the dues; and the possession of the freehold is warranted by him for himself and his heirs.

III. TYRRERH (TIRRIL).

Henry de Tirergh and Ralph de Aincurt; 1346.

Hec est conventio facta inter Henricum de Tyrrex ex una parte et Radulfum de Haynecurt ex altera. Scilicet quod predictus Henricus dedit et concessit predicto Radulfo et heredibus suis totam tertiam partem molendini sui de Tyrrex et totam tertiam partem multure ejusdem molendini cum pertinentiis; ita scilicet quod predictus Radulfus et heredes sui faciant terciam partem structure molendini et stagni cum suis pertinentiis: predictus tamen Radulfus et heredes sui molent viginti sceppas farine et "brassi" ad eundem molendinum sine multura. Pro hac autem conventionem facta predictus Radulfus concessit predicto Henrico et heredibus suis quod idem Henricus et heredes sui molent viginti sceppas farine et "brassi" ad eundem molendinum sine multura. Salva vero libertate Gilberti de Loncastris et heredum suorum ita quod idem Gilbertus et heredes sui molent totum bladum domus sue de Sockebred ad eundem molendinum sine multura. Et predictus Henricus de Tyrrex et heredes sui predictam tertiam partem molendini et multure cum pertinentiis predicto Radulfo et heredibus suis contra omnes homines et feminas in perpetuum warantizabunt. Ut vero hec conventio fideliter observatur presentibus scriptis ex utraque parte sigillum suum apposuerunt. Hiis testibus Radulfo de Notingham ViceComite Westmerie, Rob'to de Askeby, Johanne de Morvilla, Roberto de Yafnewit, Petro de Haincurt, Ricardo de Hecham, G de Lynacr', Helia de Wyndr et aliis.

Indenture of a covenant made between Henry de Tyrer on one part and Ralf de Ainecurt on the other. Henry grants to Ralf and his heirs the whole third portion of the mill of Tyrrex and the whole third of its multure dues, but on the stipulation that Ralf and his heirs shall carry out the third part of the structure of the

mill and of the mill-pond dam and keep this up. Ralf and his heirs shall have the right to grind without paying multure dues 20 skeps of meal and barley (for malt). And Ralf grants that Henry de Tyrrh shall also have this right of grinding 20 skeps without multure dues. The rights of Gilbert de Lancastre in this mill are reserved, which are to grind, without multure dues, all the corn for his household at Sockbridge. Henry de Tیره warrants for himself and his heirs this third part of the mill and the mill rights.

IV. TIRERGH (TIRRL).

Richard de Winder to Henry de Tیره; c. 1250.

Sciant omnes tam presentes quam futuri quod ego Ricardus filius Rogeri de Wyndr dedi concessi et hac presenti carta mea confirmavi Henrico filio Galfridi de Tyrrh unum toftum et croftum in Tyrrh quod jacet secus viam que ducit ad ecclesiam de Barton "vercus" Aquilonem cum edificiis supra edificatis quod quidem toftum et croftum Prior et Conventus Karl' mi contulit: tenend. et habend. dictum toftum et croftum cum predictis edificiis predicto Henrico et heredibus vel assignatis suis de me et heredibus meis integre honorifice et pacifice et libere cum omni pastura et libera communa et aliis libertatibus et aisiamentis omnibus tante terre in villa de Tyrrh et extra et ubique pertinentibus: reddendo inde annuatim mi et heredibus meis ipse et heredes vel assignati sui unum denarium in festo Sti Laurentii Martyris pro omni servicio seculari exactione et demanda. Et ego Ricardus de Winder et heredes mei dictum toftum et croftum cum omnibus pertinentiis suis dicto Henrico et heredibus vel assignatis suis in perpetuum contra omnes homines et feminas tenemur warrantizare. Ut igitur hec concessio donatio et presentis carte confirmatio rate sint et stabiles in perpetuum presenti scripto sigillum meum apposui. Hiis testibus. Henr. de Tyrrh, Johe fratre ejusdem, Elya de Winder, Ricardo filio Alicie, Henrico de Sandwik, Rob'to filio Rogeri de Winder, Rob'to de Holentwayt, Gilberto filio Roberti filii Euctridi, Rogero de Burdal, Rogero de Sandwik, Rob'to de Dakr', Radulfo filio Elye et aliis.

Richard son of Roger de Windergh grants and confirms to Henry son of Geoffrey de Tyrerh a toft and a croft in Tyrerh which lies just outside the way leading to Barton Church towards the north, which the Prior and Convent of Carlisle had conveyed to him; this is to be held in honourable and free tenure of him and his heirs, with its grass land and easements. The dues are one penny at the

feast of St. Lawrence once a year only. Warranty is added by Richard de Windergh for himself and his heirs.

V. SOCKBRIDGE.

Hugh de Sockbred to Elias de Winder; c. 1250-60.

Sciant presentes et futuri quod ego Hugo filius Ricardi de Sockebred concessi dedi et hac presenti carta mea confirmavi Elie filio Ade de Windr et heredibus vel assignatis suis unam acram et unam rodam terre in territorio de Sockebred; Scilicet tres rodas simul cum una terra quam Florans tenuit sub chimum in Latebot et dimidiam acram terre in eodem surbot pro amissione prati sui de bradehegg et merciamenti sui quod Rogerus de Lancastr recuperavit de predicto Elia coram justiciariis apud Appilby per breve domini regis pro defectu warrantizationis mee: tenendam et habendam de me et heredibus meis sibi et heredibus suis et assignatis suis in perpetuum cum aliis terris suis in Sockebred. Et ego et heredes mei eandem terram cum pertinentiis suis predicto Elie et heredibus vel assignatis suis contra omnes homines et feminas warrantizabimus. In "hujus" rei testimonium presenti scripto sigillum meum apposui. Hiis testibus dno Rad. de Hayncurt, dno Gilb. de Loncastr, dno Thm. de "Hellebrec", dno Roberto de Yafnewit, Henr de Tyrr, Ricardo de Coupland, Ricardo de "Hehcam," Henrico de Sanwic, Rob'to filio Eucrit, Willo. filio Henrici de Greswayt, Adam fil. Gledus, Thom. de Sockebred, Willo fil. Ald' et aliis.

Hugh son of Richard de Sockebred grants and confirms to Elias son of Adam de Windergh his heirs and assigns one acre and one rood in Sockebred lying in different patches, viz: three roods with a "land" which Florans held below the way to Latebot and half an acre in the same surbot. This is to compensate for the loss of his meadow at Bradehegg and his rights in that caused by Hugh's defect in not giving proper warranty, on which Roger de Lancaster made his claim by writ before the Justices in Assize at Appleby (as over lord) and made good his claim. The acre and rood thus granted in compensation Hugh de Sockebred warrants for himself and his heirs as to be held of him and his heirs and assigns.

VI. SOCKBRIDGE.

Robert de Sockbred to Sir Ralph de Aincurt; c. 1250-60.

Omnibus has literas visuris vel audituris Robertus de Sockebrede salutem in Domino. Noveritis me concessisse dedisse et hac presenti carta mea quietum clamasse domino Rado. de Ayncurth

et heredibus suis vel assignatis totam terram meam de Sockebrede, illam terram quam Ricardus frater meus michi quondam dedit; habendam et tenendam in feodo et hereditate dicto Radulfo et heredibus suis vel assignatis integre et quiete de me et heredibus meis in perpetuum pro sex marcis et dimid. sterlingorum quas dominus Radulfus michi dedit in mea magna necessitate. Et ego Robertus et heredes mei dicto Rado. et heredibus suis vel assignatis predictam terram contra omnes gentes warantizabimus. Ut igitur hec mea concessio donatio et quietaclamatio rata et stabilis in perpetuum permaneat huic scripto sigillum meum apposui: Hiis testibus domino Roberto de Askeby tunc vicecomite Westmerie, domino Ricardo de Coupeland, domino Johanne de Morevilla, domino Thoma de Hellebecke, militibus, Ada de Wateby, Math, de Rosegile, Ricardo de Hexham, Helia de Wynd^r, Henr. de Tyrerh, Roberto fil. Uchtrid, et aliis.

Robert de Sockbred grants and quitclaims to Sir Ralf de Aincurt his heirs and assigns all his land of Sockbred: namely all that which his brother Richard gave to him: to be held by Ralf his heirs and assigns in undisturbed tenure for 6½ marks of sterling money which Ralf gave him in time of great need. He warrants this to Ralf and his heirs for himself and his heirs for all time.

VII. WYNDERGH, LITTLE SOCKBRIDGE.

Ralph de Winder to Wm. and Eliz. de Stirkland, c. 1360.

Omnibus sancte matris ecclesie filiis hoc scriptum visuris vel audituris Radulf filius Elisei de Wynderu salutem in Domino. Noveritis me concessisse reddidisse quietum clamasse et hac presenti carta mea confirmasse pro me et heredibus meis vel meis assignatis Willo de Stirkeland et Elysabett uxori sue et eorum heredibus vel suis assignatis totum jus et clamium meum quod in medietate de parvo Sokebred habui vel habeo seu habere potero ratione hereditatis seu donationis patris mei vel heredum suorum, seu ab aliis quibuscumque, cum omnibus instrumentis monumentis et cartis medietatem dicte ville de parvo "Sokebred" tangentibus quas a patre meo sibi a quibuscunque et mi ab eodem confectis penes me habeo pro quindecim acris terre arabilibus et una acra et una roda prati de quibus dictus Willus et Elizabeth uxor sua me in dicta medietate ville de parvo Sokebred feodefaverunt sicut carta mea ab eisdem concessa confecta et confirmata testatur. Ita quod nec ego nec heredes mei nec aliquis vel aliqui per nos vel pro nobis aliquod jus vel clamium in dicta medietate ville de parvo Sokebred vel in aliqua parte ejusdem de cetero

exigere possimus vel vindicare. In cjuis rei testimonium huic scripto quiete clamationis et confirmationis sigillum meum apposui Hiis testibus dominis Rob'to de Waynewit, Thom. de Hellebec, Johe de Morevill, Hen. Tysell [sic], Johe de Rosegill, Galfrid. de Melcanthorp, Joh. Tyrell.

Ralf son of Eliseus de Wyndergh surrenders and quitclaims for himself and his heirs or assigns to William de Stirkeland and Elizabeth his wife all the claim he had or could have by hereditary right or by gift of his father or his heirs in a moiety of the vill of Little Sockbred, and all muniments and charters belonging to this moiety drawn up by his father for himself and others which were in his possession, in return for 15 acres of ploughland and one acre and a rood of meadow in which William and Elizabeth have enfeoffed him in Little Sockebred according as their charter granted to him specifies. The quitclaim is absolute.

VIII. TIRERGH (TIRRIL).

Richard de Tirergh to Michael his son; 1298.

Universis Christi fidelibus ad quorum noticiam pervenerit presens carta Ricardus de Tirergh salutem in Domino sempiternam. Sciatis me dedisse concessisse et hac presenti carta mea confirmasse Michi. filio meo et Margarete filie Stephi. de Bowes omnes terras et tenementa mea cum pertinentiis in villa de Barton unacum scalinggis homagiis et omnibus servitiis tam liberorum tenentium quam villanorum in eadem villa: habend. et tenend. eisdem Michaeli et Margarete et heredibus de corporibus ipsorum Michaelis et Margarete legitime procreandis in perpetuum integre bene et in pace cum omnimodis libertatibus et aysiamendis ad terras et tenementa predicta qualitercumque pertinentibus de capitalibus dominis feodi illius per servitia inde debita et consueta. Ita quod si contingat, quod absit, prefatos Michem. et Margaretam absque heredibus de corporibus eorundem legitime procreatis in fata decedere, tunc terre et tenementa predicta cum scalinggis homagiis servitiis et omnibus pertinentiis suis predictis michi et heredibus meis integre revertantur. Et ego predictus Ricardus et heredes mei terras et tenementa predicta cum scalinggis homagiis servitiis et omnibus aliis pertinentiis suis prefatis Michaeli et Margarete et heredibus de corporibus eorundem Michaelis et Margarete legitime procreandis, ut predictum est, contra omnes homines warrantabimus et in perpetuum defendemus. In cujus rei testimonium sigillum meum presenti carte apposui. Hiis testibus dominis Thoma de Derwentwatre,

Hugone de Louthre et Roberto le Engleis militibus, Gilberto de Lancastr', Henrico Engaigne, Adam de Haverington, Willmo de Wyndesovre, Nicholao de Grendon, Roberto de Barton et aliis. Dat' apud Barton die sabbati in crastino Sancti Dionisii anno regni Edwardi filii regis Henrici vicesimo septimo.

Richard de Tیرهgh grants and confirms to Michael his son and Margaret daughter of Stephen de Bowes all his lands and tenements and their belongings in the vill of Barton together with the shielings, homage and services of the freeholders and other tenants, for Michael and Margaret and the heirs of Michael and Margaret to hold of the chief lords of the fee by the services thereto belonging: should Michael and Margaret leave no heirs, which God forbid, all are to be returned to him and his heirs in entirety. He adds warranty to them against all men.

IX. TYRERGH (TIRRIL).

Michael de Tیرهgh to John his son; 1329.

Sciant presentes et futuri quod ego Michael de Tyrer dedi concessi et hac presenti carta mea confirmavi Johanni filio meo et heredibus suis masculis de corpore suo legitime procreatis unum mesuagium in superiore capite de Tyrer in villa de Barton juxta viam que vadit versus Ascum et duas acras et dimidiam et dimidium rode terre in territorio de Tyrer in predicta villa de Barton jacentes in diversis locis de quibus una dimidia acra jacet juxta curtilagium meum et una acra jacet super hald tyrer juxta moram et una dimidia acra jacet in inferiori latere de haverlands et unum dimidium rode jacet super Bolram et una dimidia acra jacet in [?] Carcosed. Tenend. et habend. predicto Johanni et heredibus suis masculis de corpore suo legitime procreatis de me et heredibus meis libere quiete bene et in pace cum omnibus libertatibus et aisiamentis predictis mesuagio et terris quoquo modo pertinentibus: Reddendo inde annuatim mihi et heredibus vel assignatis unam radicem zynziber. in festo natalis Domini tantum pro omnibus. Et predictus Johannes et heredes sui "molbunt" omnia blada crescentia super predictas terras ad molendinum Sockbre [ad] tercesimum vas. Et si contingat quod predictus Johannes sine heredibus masculis de corpore suo legitime procreatis moriatur, quod absit, tunc volo quod predictum mesuagium et terre mi et rectis heredibus meis in perpetuum revertantur. Et ego vero predictus Michael et heredes mei predicta mesuagium et terras predicto Johanni et heredibus suis masculis de corpore suo legitime procreatis, ut predictum est, contra omnes gentes warantizabimus et in perpet-

uum defendemus. In cujus rei testimonium, presenti carte sigillum meum apposui. Hiis testibus dominis Hugone de Louthor, Johanne de Rossegill, militibus, Gilberto Engayne de Clifton, Henrico de Haverington, Willo de Bradeley et aliis. Dat. apud Tyrer die Lune proxima ante festum Sti Bartholomei Apostoli. Anno regni regis Edwardi tertii post conquestum quarto.

Endorsed mediaevally "Carta taliata generalis Michaelis Tyrer facta Johanni Tyrer de uno messuagio et duabus acris et dimid. rod. terr. in tyrrer."

Michael de Tyrergh grants and confirms to his son John and the legitimate heirs male of his body a messuage in the upper head of Tyrer in the vill of Barton, alongside of the road which goes towards Askham and two and a half acres and a half rood in Tyrer situate in different places: one half acre being close to his curtilage and one above Hald Tyrer (Old Tyrergh) and the moor; and one half acre is on the lower side of the haverlands and a half rood is situate above Bolram and one half acre is in Carcosed.

Freehold to be held of him and his heirs. The service is one rood of ginger at Christmas and no more. John and his heirs are to grind all the corn grown on the above lands at the Sockbred mill to the 13th measure. Should John have no heirs all is to be returned to Michael and his right heirs.

X. OVER WINDERGH, THORPE.

Thomas de Stirkeland to Roger de Kendal; 1333.

Omnibus ad quos presentes litere pervenerint Thomas filius domini Walteri de Stirkeland salutem. Sciatis me assignasse in nomine meo Rogerum de Kendal ad deliberandum cesinam domino Waltero patri meo de terris et tenementis in hameletta de Over Winder Trostorment et Thorp in villa de Barton, sine aliquo retenemento que et quas habui ex dono et feoffamento dicti domini Walteri patris mei, sicut scriptum meum inde patri meo confectum plenius testatur. In cujus rei testimonium huic litere patenti sigillum meum apposui. Dat. apud Hakethorp die Martis proxima post conversionem Sti Pauli. Anno regni regis Edwardi tercii post conquestum septimo.

Thomas son of Sir Walter de Stirkland appoints in his name Roger de Kendal, to deliver seisin (written "cesinam") to his father Walter de Stirkland of the lands and tenements in Over Windergh, Trostormont and Thorp in Barton with no reserve: in which lands and tenements his father had enfeoffed him as the charter concerned showed more fully.

XI. BARTON MILL.

Final concord; Ralph de Aincurt and others v. Henry de Sandwick; 1252.

Hec est concordia facta Inter Rad'm de Aencurt Gilb'tum de Loncastr' et Ad. fil Willi. de Karlton ex una parte et Henricum de Sandwic ex altera In com[itatu] de Appilby die Jovis proxima post festum Sancti Gregorii, Anno regni regis H[enrici] filii regis Johannis xxx^{mo} sexto de placito secte molendini quam predicti R[ad'us] G[ilbertus] et Ad[am] exigerunt de predicto Henrico. Et de quodam molendino unde predicti Rad. G. et Ad. questi fuerunt quod predictus Henricus levavit in Barton ad nocumentum eorum in eadem villa, videlicet quod predicti Rad. G. et Ad. concesserunt pro se et heredibus suis quod predictus Henricus et heredes sui habeant et teneant in perpetuum molendinum suum de Sandwic: reddendo inde annuatim predictis R. G. et Ad. et eorum heredibus unam sk[eppam] farine pacabiliter die Jovis in Septimana Pentecostes singulis annis apud Pulhoue. Et sciendum est quod dictus Henricus et heredes sui molent bladum suum et hominum suorum de Sandwic ad predictum molendinum suum et omnium forinsecorum quot acquirere possint similiter. Salvo quod neminem qui sectam debet ad molendinum de Barton admittant: Et si fecerint, molendinum suum de Sandwic sine aliqua contradictione alicujus obruetur. Et similiter si in aliquo tempore de predicta solutione defecerint obruetur. Et tunc predictus Henricus et heredes sui et homines eorum de Sandwic facient sectam ad molendinum de Barton de blado suo crescente apud Sandwic ad tertium decimum vas. Et pro hac concessione et concordia predictus Henricus concessit pro se et heredibus suis quod bladum quod crescit in terra sua deorsum in territorio de Barton excepto hameletto de Sandwic in perpetuum debet moli ad molendinum Radi. G. et Ad. et heredum suorum predictorum de Barton ad tertium decimum vas. Et ad istam concessionem et concordiam fideliter et in perpetuum tenendam dicte partes hiis scriptis in modo cirograffi confectis alternatim sigilla sua apposuerunt. Hiis testibus Rado de Notinghame tunc Vic Westm', Rob'to de Askeby, Johe de Moruilla, Rico de Sulleby, Thom. de Mussegrave, Willo de Warthecop, Willo de Chartenay, Thom. Bueth, Rolando de Reuegille, Magro. Ric de Winderg, Ad. de Soureby, Hug' de Tyllia, Willo de Wateby, Lionis de Sulleby, Rob'to de Sanford, Thom de Bonville, Hugone de Bello Campo, Hugone de Colleby, Ric. de Appilbi' scriptore istius concessionis et concordie et aliis.

This [Final] Concord is not in the Record Office, where there is apparently a gap between 1246 and 1256, consequent probably on King Henry's quarrel with the Scots.

[Final] Concord or covenant between Ralf de Aincurt, Gilbert de Lancaster and Adam son of William de Karlton (Carlton nr. Penrith), complainants, on one side and Henry de Sandwick, defendant, on the other; made in the court of Appleby, Thursday after the Festival of St. Gregory, 36 Henry son of John, concerning the suit to the mill which the complainants required from the defendant. He had erected a mill in Barton to the injury of the complainants. The agreement come to was that he and his heirs might have the mill by paying to the complainants and their heirs a skeep of corn at Whitsuntide at Pooley yearly, and that he and his own tenants at Sandwick might grind their own corn and what corn of others they could get there; but that no one who owed suit to the Mill at Barton was to be allowed to do this. If this were not adhered to, the complainants and their heirs might destroy the mill, and also if the yearly payment was not made, and then Henry de Sandwick and his heirs and their tenants should grind at Barton Mill their grain grown at Sandwick up to the 13th measure. Henry consented that the grain grown on his land in Barton outside Sandwick should be ground to the 13th measure at the Barton Mill belonging to de Aincurt, de Lancaster, and de Carlton.

XII. SOCKBRIDGE, BARTON, PATTERNDALE.

William de Lancaster to Gilbert his son; before 1184.

Sciunt omnes presentes et futuri quod ego Will^s filius Willi de Lancastre dedi et concessi et hac carta confirmavi Gilleberto filio meo medietatem de Sokebrec cum pertinentiis suis et communem pasturam cum hominibus meis de Bartun. Dedi etiam ei terram in Patrishesdale scilicet que est inter Duppedale et Aiclesdale et sicut ductus aque de Aiclesdale descendit inferius usque in ductum de Glentreske et a ductu de Glentreske usque ad Brudescarth et ab eodem ductu usque ad Kirkestain et usque ad Caput de Herteshope et usque ad caput de Senglestain et inde usque ad caput de Chaleresdale. Hanc prescriptam terram dedi ei pro homagio suo et pro servitio suo, ipsi et heredibus ejus, tenendum de me et heredibus meis libere et quiete in bosco in plano pratis et pascuis et cum omnibus libertatibus, exsolvendo annuatim duos solidos pro omnibus servitiis salvo forinsi' servitio scilicet ad pentecosten xii[d.] et xii[d.] ad festum Sti. Martini. Testibus Waltero Abbate Furnes: Normanno dapifero, Michaelae Flem[ing] de Furn[ess], Anselmo filio ejusdem, Grimbaldo de Helhale, Gervasio de Haincurt, Ricardo fil. Alardi, Johe. clerico.

William son of William de Lancaster grants and confirms to his son Gilbert a moiety of Sockbridge with its belongings and common of pasture as held by his tenants at Barton; also he grants him land in Patricksdale (Patterdale) namely that which is between Duppe-dale and Aiclesdale as the flow of water from Aiclesdale goes into the duct of Glentreske, and from the duct of Glentreske as far as Brudescarth and from that duct to Kirkestain (Kirkstone) and up to the head of Hertsop and to the head of Senglestain and then to the head of Chalesdale: this grant is for his homage and service in freehold. The dues besides forinsec service to be 2s. yearly, payable in equal portions at Whitsuntide and St. Martin's day.

XIII. BURNESIDE.

Gilbert de Lancaster to William Lanicasterman; c. 1230-40.

Sciunt tam presentes quam futuri quod ego Gilbertus de Loncastra dedi et concessi et hac mea presenti carta confirmavi Willo lanicastrman tria essarta de Brunolvesheved et totam meam partem terre que est inter vauscellum qui descendit de mussa de Flexamid et divisas Thome de Stircland et item in ascendendo predictum vauscellum usque ad predictam mussam et de costillo illius musse ex transverso usque ad divisas predicti Thome et communem pasturam cum aliis hominibus meis in Stircland: illi et heredibus suis tenendam de me et heredibus meis libere et quiete reddendo mihi et heredibus meis duo solidos per annum pro omni servitio quod ad me vel ad heredes meos pertinet, dimidium ad pentecosten et dimidium ad festum beati Martini. Testibus hiis Gervasio de Aencurt, Adam Gernet, Gamello forestario, Willo filio Galfridi, Gilberto de [Ber]brun, Roberto de Stafleia, Adam de Midelton et multis aliis.

Endorsed carta de Brunolvesheved.

Gilbert de Lancaster grants and confirms to William lanicastrman 3 clearings of Burneside, and all his part of the land which is between the hollow which descends from the moss at Flexamid and the bounds of Thomas de Strickland's land, and also going up that hollow to the moss again to the side (? ridge) of that moss as far as the boundary of the said Thomas de Strickland's land; and common of pasture as held by his tenants in Strickland: the grant is freehold and the dues 2s. yearly payable at Whitsuntide and St. Martin.

XIV. DOCKER AND GRAYRIGG.

William de Lancaster to St. Peter's, York (from Charter Rolls).

Notum sit omnibus videntibus et audientibus literas has quod ego Willelmus filius Willelmi de Lancastre concessi et dedi et hac

presenti carta confirmavi Deo et pauperibus hospitalis Sti Petri Eboraci totam terram que dicitur Docherga cum omnibus pertinentiis suis, videlicet per rivulum qui est inter Docherga et Grarigg et Docherga et Lambrig et Docherga et Wynfel et Docherga et Patton, et sicut idem rivulus descendit in Mynud et inter Docherga et Falbec usque ad decessum ejus in Mynud et a decessu ejus sicut ascendit usque subter Wardas, et a Wardis usque ad Cnotlinild et a Cnotlinild usque ad Blabec australem per medium boscum: qui Blabec descendit de Warlagasheye; et extra hos terminos communem pasturam usque ad Lon. Hanc prefatam terram ego et heredes mei dedimus et concessimus predictis pauperibus in escambium pro terra de Kirkeby quam Ketellus filius Eltredi eis dedit in elemosinam et pro terra de Barton-heved quam Willelmus pater meus eis dederat. Hanc prefatam Dochergam in omnibus predictis terminis predictis pauperibus ego et heredes mei contra omnes homines warrantizabimus in puram et perpetuam elemosinam, solutam et quietam ab omni humano servitio preter orationes pauperum. Si vero animalia eorum ultra hos terminos in foresta mea reperta fuerint, tunc cum omni mansuetudine sine lesione et dampno factis ejicientur: equis vero suis et porcis licebit ire per forestam meam. Preterea si contingat quod per violenciam dominorum eis hanc terram gwarantizare non poterimus dabimus eis escambium ad valentiam. Testibus domina Helewisa sponsa mea, Gilberto de Lancaster, Patricio filio Bernardi, Roberto Mustel, Baldrico, Willelmo de Pymunde, Achardo, Nicholao filio ejus, Henrico Fossard, Normanno de Redman, Gervasio milite, Grimbaldo milite.

From Index to Charter Rolls.

23. A charter whereby Gilbert son of Roger son of Rainfrey confirmed to the poor men of the hospital of St. Peter, York, the land which William de Lancaster gave to them in Kendale, i.e., the land called Docarhe and Grayrigg and between Docarhe and Lamberig and between Docarhe and Quynnefel and between Docarhe and Patton and as the same brook flows down into the Muned and between Docarhe and Falbec to the point where the said brook falls into the Muned and thence up that brook to below Wards and thence to Knotlinild and thence across to Brunehou on the north side from Likegile where the cross is placed and thence across eastward to the other Brunehou by Sailis where the other cross is placed and thence across to the other side of Likegile to beyond the great ash to the brow of the mountain where the third cross is placed and thence right across eastwards to Blabec which comes down from Warlages hayth and falls into the moss

at Baitingstid. And without these bounds common pasture as far as (the Lon).

His testibus, H. decano et Capitulo Ebor., domino H. de Redman, domino Ric. de Coupland, domino G. de Lancastr, Willo. fil. Ketell, R. de Kent clerico, G. de Wyteby clerico, Rad. de Fontibus, Ric. Fossard, Rob'to de Stoua, Ric. de Arundel.

From Dugdale Monasticon: to Hosp. S. Pet., York.

Inspeximus etc. . . . et terram quam habent in Crosseby-raveneswart; et terrā quam habent in Neuby quam Chetellus filius Altredi eis dedit, et duas carucatas terre in Bartunaheved et dimidiam carucatam in Mebrun et in Hof duas bovatas terre et terram que habent in Hotun.

APPENDIX II.

I. HACKTHORPE.

Gamel de Hackthorpe to Herbert of Watermillock; c. 1200-30.

Sciant omnes tam presentes quam futuri quod ego Gamallus de Hakatorp concessi et dedi et hac mea presenti carta confirmavi Herberto filio Alani capellani de Weþermeloc sex acras terre cum pertinentiis in villa de Hakatorp pro humagio suo et servicio sibi et heredibus suis de dominico meo, unam scilicet acram propinquiore cuidam siueno nomine et unam acram supra quam predictus siuenus diu sedit, et unam acram et dimidiam ad Crockeld et dimidiam acram ad birke heued et unam acram et dimidiam ad thornegile et dimidiam acram ad gaukehau: tenendas et habendas de me et heredibus meis in feudo et hereditate cum omnibus libertatibus et communibus aisiamentis predictę ville pertinentibus infra ipsam villam et extra libere et quiete de multura et pannagio: reddendo annuatim mihi et heredibus meis xii d: dimid. ad Pentecosten et dimid. ad festum Sci Martini pro omnibus serviciis et consuetudinibus et exactionibus: ille vero et heredessui dabunt mi et heredibus meis pro forisfactura de blodwit xiii^d et emendabunt cui forisfecerint et vi^d pro forisfactura de wordwit et emendabunt cui forisfecerint: hiis testibus dno Geruasio de Ainecurt, dno Rad. de Aincurt, Michaele capellano de Morlund, Roberto de Musegrave, Rankillo de Melcanetorp, Roberto fil. Meldredi, Thoma de Berberli, Meldredo de Weþermeloc, Gilberto Capellano qui hanc cartam scripsit et multis aliis.

Gamel de Hackthorpe grants to Herbert son of Alan the chaplain of Watermillock and his heirs six acres of land in Hackthorpe on his demesne, for his homage and service: viz. one acre close to

Sivenus, one acre on which Sivenus long was established, $1\frac{1}{2}$ acres at crockeld, half acre at birkehevit, half acre at thornegile and half acre at gaukehau, with full rights belonging: the dues are 12^d yearly, 6^d at Pentecost and 6^d at St. Martin in winter, and as forfeits 12^d for blodwit (assault which drew blood) and 6^d for wordwit (assault in word causing wrangling), in addition to the amends due to the injured parties.

II.—HACKTHORPE.

Alice de Hackthorpe to Sir Ralph de Aincurt; c. 1200-30.

Omnibus ad quos presens scriptum pervenerit Aliz filia Gamelli de Hageuthorp salutem. Noverit universitas vestra me concessisse confirmasse et quietam clamasse in propria viduitate mea domino Radulfo de Aincurt et heredibus suis de me et heredibus meis illam medietatem de Hageuthorp cum pertinenciis suis in perpetuum quam Gamellus pater meus concessit et quietam clamavit domino Gervasio de A'ncurt patri ejusdem Rad. de se et heredibus suis in perpetuum. Concessi eciam et quietam clamavi eidem Radulfo de A'ncurt totam partem meam de Haverslac et Linsite. Et pro hac concessione confirmatione et quieta clamancia dedit mi predictus Rad. in mea magna necessitate sexdecim solidos. Hiis testibus Adam de Yeland tunc senescall' domini Dunelm' episcopi, Willo tunc vicecomite Westmerl'. Henrico de Redeman senesc' de Kendall, Ricardo de Coupland, Gilberto de Loncastr. Ricardo de Wine'gke, Rogero de Loncastr, Walt' de Stirkeland, Adam de Slegile, Stephano de Neubi, Rogero de Stirkeland, Gaufr. de Cotesford, Willo de Cotesford et multis aliis.

Aliz daughter of Gamel de Hackthorpe concedes and quitclaims for all time in her widowhood to Sir Ralf de Aincurt and his heirs the moiety of Hackthorpe which her father Gamel granted and quitclaimed to Gervase de Aincurt, father of Ralf, and also her purparty of Haverslack and Linsite. Ralf had given to her in her great necessity 16 shillings.

III.—HACKTHORPE.

Christiana de Hackthorpe to Sir Ralph de Eyncurt; c. 1240.

Omnibus Sancte Matris Ecclesie filiis ad quos presens scriptum pervenerit Cristiana filia Gamelli de Hakethorp salutem. Noverit universitas vestra me concessisse et confirmasse in propria viduitate mea Radulfo filio domini Radulfi de Eyncurth et heredibus suis de me et heredibus meis illam medietatem de Hakethorp cum pertinentiis suis et meam partem molendini dicte ville quam Gamellus pater meus concessit et confirmavit domino Gervasio

de Eyncurth avo ejusdem Radulfi. Concedo et confirmo s* res terras possessiones et omnes emptiones de me a patre perquisitas. Et in hujus rei testimonium hoc scriptum sigillo meo corroboravi. Hiis testibus dno Ric. de Coupland, dno Matheo de Redeman tunc senescallo de Kendal, dno Ric. de Preston', Gervasio de Ayncurth, Gregorio de Whale, Thoma de Linacre, Rad. de Siyeritheherk, Roberto de Neubi, Uttyng preposito, Mich. capellano qui hoc presens scripsit scriptum et multis aliis.

Cristiana daughter of Gamel de Hackthorpe concedes and confirms to Sir Ralf de Aincurt and his heirs that moiety of Hackthorpe which Gamel her father granted and confirmed to Sir Gervase grandfather of Ralf, and confirms to them all things and possessions purchased of her and her father.

IV.—HACKTHORPE.

Nicholas and Agnes Sauser to Ralph de Aincurt; c. 1240.

Sciant omnes tam presentes quam futuri has literas visuri et audituri quod ego Nicholaus Salsarius et Agnes uxor mea concessimus et presenti carta mea confirmavimus Radulfo de Aincurt et heredibus suis totam dimidiatem de Haketorp cum pertinentiis suis sine aliquo retenemento sicut carta Gamelli de Haketorp avi predicte Agnetis uxoris mee testatur. Hiis testibus Willo de Aincurt, Rand. de Daker, Adam de Musegrave, Simonis de Oireton', Adam de Hotun', Alexandro de Daker, Gervasio de Lauþer, Willo de Tirnebi, Ric. filio Waclini, Johe de Tirnebi, Gilberto de Tirnebi et multis aliis.

Nicholas Salsarius and Agnes his wife concede and confirm to Ralf de Aincurt and his heirs their whole moiety of Hackthorpe without reserve just as the charter of her grandfather Gamel testifies.

The wording of this suggests that Gamel's grant of this moiety had been but lately made. Possibly or probably because Nicholas and Agnes had no children.

V. HACKTHORPE.

Agnes Sauser to Ralph de Aincurt; c. 1240.

Sciant omnes tam presentes quam futuri quod ego Agnes femina Nicolai Sauser vendidi Radulfo filio Radulfi de Aincurt et heredibus suis scil: unam bovatom terre cum pertinentiis suis in Willa de Haketorp: scil: unam acram terre in crofto ubi sita est domus et aliam acram in tranesic, et in langelands tres

* Extraordinary, but evidently for *sibi=ei*.

rodas et sub borhan unam acram et sub willa unam acram et apud bracanberhe dimidiam et sub birkehevit dimidiam et super holgil dimidiam acram et unam rodam super maydinrig; et quatuor acras de dominico in eadem willa de Haketorp scil: in toftis sub vico cum pertinentiis suis. Has predictas terras wendidi et quietam clamavi in mea legitima potestate et in mea propria veduitate Radulfo filio Radulfi de Aincurt preter quatuor marcas argenti quas ipse michi dedit pre manibus in mangno negotio. Et ego et heredes mei warantizabimus predictam terram Radulfo filio Radulfi de Aincurt vel heredibus suis vel assignatis suis contra omnes homines et feminas. Hiis testibus domino Waltero de "Stirland," Thoma filio Johe, Matheo de Redman, Ricardo de Preston, Ricardo de Coupland, Gregorio de Wale, Ricardo de Heyham, Roberto de Aunou, Ada de Slegil, Ada fil Hogon. de Winderhe, Huctredo preposito, Helia fil. Helinne, Johe clerico de Ovingham et multis aliis.

Agnes wife of Nicholas the Sauser sells to Ralf son of Ralf de Aincurt and his heirs one bovate of land in the township of Hackthorpe viz. one acre in the croft where the house is: another in tranesic, three roods in langelands, below borhan one acre, below the village one acre, at bracanberhe half an acre, under birkehevit one half and above, holgil one half acre and one rood above maydinrig: and besides this 4 acres of demesne in the township viz. in the tofts below the road. This all she grants in her rightful widowhood, in her right to give; in return for 4 marks of silver which in her great need Ralf gave her.

VI.—HACKTHORPE.

Simon de Hackthorpe to Sir Ralph de Aincurt; c. 1250.

Omnibus has literas visuris ul auditoris Simon de Hakethorp salutem. Noveritis me concessisse et teneri in perpetuum pro me et heredibus meis domino Radulfo de Ayncurt et heredibus suis ad molendum totum bladum meum de Hakethorp crescentem tam in sex acris terre de dominico meo quam in duabus bovatis terre mee in eadem villa ad tricesimum vas Ita quod ego nec heredes mei de cetero unquam de predicta multura possimus retrahere. Pro hac vero concessione dedit mi predictus Radulfus unam marcam argenti in magna necessitate mea. In hujus rei testimonium huic scripto sigillum meum apposui. Hiis testibus Rad. de Notingham tunc Vic. Westmerie, Roberto de Askeby, Johne de Morvile, Rogero de Kays', Ricardo de Hecham, Henrico de Haverington, Ricardo de Coupland, Petro de Ayncurt, Henrico de Witeby et aliis.

Simon de Hackthorpe consents to be bound for himself and his heirs to Sir Ralf de Aincurt and his heirs to grind the whole of the grain grown on his six acres of demesne and on his two bovates of land in Hackthorpe up to the 13th measure, at (Ralf's mill). From this agreement he and his heirs consent not to retract. Ralf gave him one mark in his need.

VII.—HACKTHORPE.

William and Alice de Hackthorpe to Hugh de Lowther; c. 1250.

Omnibus Christi fidelibus hoc scriptum visuris vel auditoris Willelmus de Hakethorp et Alicia uxor ejus salutem in Domino. [No]verit universitas vestra nos dedisse concessisse et hac presenti carta nostra confirmasse Hugoni filio Galfridi de Louthir [] terre in crofto nostro in villa de Louthir, has scilicet duas seliones que jacent propinquoires fonti de Utkelde et crofto dicto [] Tenendas et habendas dicto Hugoni et heredibus suis vel assignatis libere quiete bene et in pace cum omnibus libertatibus et aysi-[amentis dicte] ville de Louthir pertinentibus: Reddendo inde annuatim nobis et heredibus nostris unam rosam die nativitatis beati Johannis Baptiste pro omni [se]culari exactione et demanda. Et nos vero predicti Willelmus et Alicia predictas duas seliones terre predicto Hugoni et heredibus suis vel [assignatis] contra omnes homines et feminas in perpetuum warantizabimus acquietabimus et defendemus. In cujus rei testimonium sigilla nostra presenti scripto apposuimus. Hiis testibus Ricardo de Mossegrave, Roberto de Morvile, Johanne de Quale, Henrico de Quale, []de Louthir, Roberto C[], Hugone filio Barte et aliis.

William de Hackthorpe and Alicia his wife give, concede and confirm to Hugh son of Geoffrey de Lowther [] of land in their croft in the township of Lowther, viz. two selions which lie near the spring of Utkelde and the above croft. To be held by Hugh and his heirs and assigns with all rights belonging. The dues are to be one rose on the nativity of St. John Baptist in lieu of all demands and exactions. Warranty is added.

VIII.—HACKTHORPE.

Alice de Hackthorpe to Hugh de Lowther; c. 1250.

Omnibus hoc scriptum visuris et auditoris Ego Alicia quondam uxor Willelmi de Haketorpe salutem in Domino. Noveritis me in mea legitima viduitate pro me et heredibus meis remisisse et omnino quietum clamasse Hugoni de Louthr' totum jus et clameum quod habeo vel habere potero in una roda terre cum

pertinentiis in villa de Louthr' jacente in dallandis que quidem roda Willelmus de Haketorp quondam vir meus dimisit domino Matheo de Rosgyl capellano ad terminum viginti annorum et infra terminum dictus dominus Matheus de Rosgyl capellanus predictam rodam dimisit Alexandro filio Cristiane et idem Alexander predictam rodam dimisit Hugoni de Louthr' usque ad finem termini predictum; et extendit se in longitudine a crofto quod fuit Willelmi filii Ricardi de Louthr' usque ad fontem que vocatur Apeltrekelde. Simili modo remisi omne jus quod habeo vel habere potero in duabus selionibus terre in crofto meo in eadem villa illas scilicet duas seliones que jacent propinquoires fonti de outekelde et crofto dicti Hugonis de Louthr' que quidem seliones idem Hugo habet ex dono Willelmi de Haketorp quondam mei mariti et mei. Ita quod nec ego nec heredes mei nec aliquis nomine meo jus vel clameum in predictis tenementis cum pertinentiis de cetero vindicare poterimus. In cujus rei testimonium presenti scripto sigillum meum apposui. Hiis testibus Roberto de Morvil, Johe de Quale, Ada de Musgrave, Henrico de Quale, Ada Skegge de Louthr', Roberto de Boulton' capellano et aliis.

Alicia late wife of William de Hackthorpe in her rightful widowhood remits and quitclaims to Hugh de Lowther all the claim she has or could have in a rood of land in Lowther in dallandis which William de Hackthorpe leased to Mathew de Rosgill the chaplain for the term of twenty years, and within that term Mathew leased to Alexander son of Cristiana, and Alexander leased to Hugh de Lowther to the end of the term: it stretches in length from the croft of William son of Richard de Lowther to the spring called Apeltrekelde. Also she remits to Hugh all her right in two selions of land in her croft, namely those two near the spring of Outekelde and the croft of Hugh de Lowther which selions Hugh has by gift of her husband and her.

IX.—HACKTHORPE.

Alice de Thirneby to Hugh de Lowther; c. 1250.

Omnibus hoc scriptum visuris vel auditoris Alicia filia Petri de Thirneby salutem in Domino. Noveritis me dedisse concessisse et hac presenti carta mea confirmasse Hugoni de Louthr duas acras terre cum pertinentiis in Louthr quarum tres rode jacent in campo quod vocatur hirdknaphou et dimidia roda in le scharruns et una roda in thornberegh superiori et dimidia roda in le sandrygges et dimidia roda in buyrtreban* et una

* buyrtre banc = bur tree bank = elder tree bank.

roda in staynyadolf et dimidia roda super le bigges et una roda in duabus partibus super cottarl: habend. et tenend. predicto Hugoni et heredibus suis vel suis assignatis libere quiete bene et in pace ab omnibus secularibus serviciis exactionibus et demandis, cum omnibus libertatibus et aysiamentis dicte ville de Louther, tam infra quam extra pertinentibus: preterea remisi et omnino de me et heredibus meis quietum clamavi predicto Hugoni et heredibus suis vel suis assignatis totum jus et clamium quod unquam habui vel aliquo modo habere potui in tribus acris et dimidia roda terre cum pertinentibus in dicta villa de Louther quas Willelmus filius Ricardi de Hakethorp quondam vir meus et ego Alicia conjunctim dimisimus Matheo de Rosgil capellano ad firmam, quarum dimidia acra jacet in campo quod vocatur langnordland et due rode in thornberegh superiori et dimidia acra in thornberegh inferiori et una roda et dimidia in sandrigges et una roda in buyrtreban et una roda in stayn y adolf et una roda in myddelrig* et dimidia roda in le mire et una roda super le bigges et desuper castellum dimidia roda et in predictis duabus acris terre cum pertinentiis in eadem villa de Louther in campis Prioratus jacentibus. Ita quod nec ego Alicia nec heredes mei nec aliquis pro me seu nomine meo vel heredum meorum aliquod jus vel clamium in predictis tribus acris et dimidia roda terre cum pertinentiis vel duabus acris Prioratus cum pertinentiis in eadem villa de Louther jacentibus ut predictum est de cetero exigere vel vindicare poterimus. Et ego predicta Alicia et heredes mei tam predictas duas acras terre cum pertinentiis quam reliquas tres acras et dimidiam rodam terre cum pertinentiis predictis predicto Hugoni et heredibus suis vel suis assignatis contra omnes gentes warantizabimus acquietabimus et defendemus in perpetuum In cujus rei testimonium presenti scripto sigillum meum apposui. Hiis testibus Roberto de Morvyll tunc Vic. Westmerl, Johne de Qualle, Ad. de Musgrave, Henrico de Qualle, Ad. Sceg et aliis. Henrico de Quitteby et multis aliis.

Alice daughter of Peter de Thrimby grants concedes and confirms to Hugh de Louther two acres of land in Lowther of which three roods are in the part called hirdknaphou, half a rood in le scharruns and one rood in upper thornberegh, † half a rood in le sandrygges and half a rood in elder tree bank ‡ and one rood in stayn y adolf and one half rood above le bigges and one rood in two portions

* It is difficult to decipher this as myddelrig, and still more difficult to make anything else of it.

† Thornborow in the 25 inch Ordnance Survey.

‡ Burtree bank in the same survey is marked in Whale.

above cottarl: these are granted and confirmed with all rights. She also remits for herself and her heirs and quitclaims to Hugh all rights she has or could have in a tenement in Lowther which William son of Richard de Hackthorpe late her husband and she jointly leased to Mathew de Rosgill, at ferm, one half acre of which was in langnordland, 2 roods in upper thornberegh, half acre in lower thornberegh and one rood and a half in sandrigges, one rood in elder tree bank and one rood in stayn y adolf, and one rood in Myddelrig, half a rood in le mire, one rood above le bigges, and above the Castle half a rood; and the aforesaid 2 acres of land with their pertinences in the field belonging to the Priory. Warranty is added.

X.—HACKTHORPE.

Petronilla de Hackthorpe to Sir Walter de Stirkland: c. 1300.

Sciunt omnes tam presentes quam futuri quod ego Petronilla filia Eve filie Batis de Hakethorpe dedi concessi et hac presenti carta mea confirmavi domino Waltero de Stirkeland militi unum dimidium toftum et dimidium croftum cum pertinentiis que habui in villa de Hakethorp quod dimidium toftum et dimidium croftum jacent inter terram domini Walteri predicti ex parte una et terram domini Johannis de Harcla ex altera: tenend. et habend. dicto domino Waltero et heredibus suis vel suis assignatis de capitalibus dominis feodi illius libere quiete bene et in pace cum omnimodis libertatibus et aisiamentis dicto dimidio tofto et dimidio crofto pertinentibus, faciendo capitalibus dominis illius feodi annuatim servitia inde debita et consueta. Et ego vero dicta Petronilla et heredes mei seu mei assignati dictum dimidium toftum et dimidium croftum cum pertinentiis predicto domino Waltero et heredibus suis vel suis assignatis contra omnes gentes warrantizabimus acquietabimus et in perpetuum defendemus. In cujus rei testimonium presenti carte sigillum meum apposui. Hiis testibus domino Johe de Harcla, dno Roberto de Askeby, militibus, Henrico de Haverington, Willo. de Bradeley, Henrico de Cundal, Roberto de Clifburne, and Willo de Burdal et multis aliis.

Petronilla daughter of Eva daughter of Batis de Hackthorpe gives to Sir Walter de Stirkland kt. a half of a toft and half of a croft in Hackthorpe which are situate between Sir Walter's land on one side and the land of Sir John de Harcla on the other: to be held of the chief lords of the fee by the accustomed services. Warranty is added.

XI.—HACKTHORPE.

Mathew de Hackthorpe to Sir Walter de Stirkland; c. 1300.

Sciunt omnes tam presentes quam futuri quod ego Matheus filius Thome de Hackthorpe dedi concessi et hac presenti carta mea confirmavi domino Waltero de Stirkeland totum illud mesuagium et tenementum cum edificiis et totam illam terram pratum et vastum quam et quod Cristiana mater mea habuit et tenuit nomine dotis in villa de Hakthorp sine ullo retenemento: tenend. et habend. dicto domino Waltero de Stirkeland, heredibus suis et assignatis libere quiete pacifice et integre "jure et hereditario" cum omnibus libertatibus communis et aysiamenis dicto mesuagio terris et tenementis ubique pertinentibus de capitalibus dominis feodi illius per servicia inde debita et consueta. Et ego vero dictus Matheus filius Thome de Hackthorp et heredes mei totum predictum mesuagium et tenementum cum edificiis et totam illam terram pratum et vastum quam et quod Cristiana mater mea habuit et tenuit nomine dotis in predicta villa de Hackthorp cum omnibus suis pertinentiis ut supra dictum est prefato domino Waltero de Stirkeland heredibus suis et assignatis contra omnes gentes warrantizabimus acquietabimus et in perpetuum defendemus. In cujus testimonium huic presenti carte sigillum meum apposui Hiis testibus Henrico de Haverington, Willo de Bradley, Henrico de Cundale, Willo de Bourdale, Michaelae de Tyrergh, Gilberto Engayne, Willmo Tyle et aliis.

Mathew son of Thomas de Hackthorpe grants to Sir Walter de Stirkland all the messuage and tenement and buildings belonging thereto and the land and meadow which his mother had as dowry, to be held of the chief lords. Warranty is added.

XII.—HACKTHORPE.

Sir John de Harcla to Sir Walter de Stirkland; 8 Aug. 1320.

Sciunt presentes et futuri quod ego Johannes de Harecla miles dedi concessi et hac presenti carta mea confirmavi domino Waltero de Stirkeland heredibus et assignatis suis omnes terras et omnia tenementa mea cum pertinentiis in Hakethorp et etiam omnia servicia omnium libere tenentium meorum de omnibus terris et tenementis que de me tenent in eadem villa. Habend. et tenend. predicto domino Waltero heredibus et assignatis suis de capitalibus dominis feodi illius libere quiete integre et pacifice cum omnibus libertatibus et aysiamenis et etiam cum wardis releviis et escaetis et omnibus aliis ad predicta tenementa et servicia quoque modo spectantibus sine aliquo retenemento, per servicia

inde debita et consueta in perpetuum pro omni servicio. Et ego predictus Johnes et heredes mei omnes predictas terras et omnia predicta tenementa et servicia libere tenentium cum omnibus pertinentiis predictis dicto Waltero heredibus et assignatis suis contra omnes homines warantizabimus in perpetuum. In cujus testimonium presenti carte sigillum meum apposui. Hiis testibus Miche de Haverington, Henrico de Malton et Alexo de Wyndesore, militibus, Gilberto de Syngelton, Johne de Skelton, Ricardo de Preston, Roberto de Cliburne, Willo de Bradelegh et aliis. 'Data' apud Hakethorp die Jovis prox. ante Fm. Sti. Laurentii anno regni regis Edwardi filii Edwardi quarto decimo [Thursday, 8 Aug. 1320]. Seal, the Strickland shield, three escallops; very fine.

Sir John de Harcla grants and confirms to Sir Walter de Stirkland and his heirs and assigns all his tenements in Hackthorpe and the services of his freeholders, to be held by Sir Walter of the chief lords of the fee; the grant includes all liberties, easements, wards, reliefs, escheats and services. Warranty is added.

XIII.—HACKTHORPE.

Nicholas de Grindon to Sir Walter de Stirkland; Thursday, 12 April 1330.

Sciant omnes tam presentes quam futuri quod ego Nichs. filius et heres Thome de Grindon dedi concessi et hac presenti carta mea confirmavi domino Waltero de Stirkland militi heredibus et assignatis suis omnia tenementa mea terras prata et vasta que habui in villa et territorio de Hakthorpp cum omnibus suis pertinentiis: tenend. et habend. predicto Waltero, heredibus et assignatis suis libere quiete integre bene et in pace cum omnibus libertatibus et aisiamentis predictis terris et tenementis quovismodo pertinentibus de capitalibus dominis feodi illius per servicia inde de jure debita et consueta. Et ego vero Nichs. et heredes mei et mei assignati omnia predicta tenementa terras prata et vasta cum omnibus suis pertinentiis ut predictum est predicto Waltero heredibus et assignatis suis contra omnes homines ac feminas warantizabimus et in perpetuum defendemus. In cujus rei testimonium huic presenti carta sigillum meum apposui. Hiis testibus dno Johe de Stirkland, dno Johanne de Rossegill, militibus, Henrico de Haverington, Willo de Bradley, Roland. de Grindon, Johanne filio Roberti de Stirkland, Rico de Langbergh et multis aliis. Dat. apud Hakthorpp die Jovis in Septimana Pasch. Anno regni Edwardi tertii a Conquestu quarto. [Thursday 12 April 1330].

Nicholas son of Thomas de Grindon grants to Sir Walter de Stirkland his heirs and assigns all his lands and tenements and wastes in Hackthorpe to be held of the chief lords of the fee. Warranty is added.

XIV.—HACKTHORPE.

John Baron to Sir Walter de Stirkland; Sunday, June 29, 1365.

Sciant presentes et futuri quod ego Johes Baron concessi et hac presenti carta mea confirmavi Thome de Stirkeland militi et Cecilie uxori sue unum mesuagium et undecim acras terre cum suis pertinentiis in villa de Hacthorp que habui ratione hereditatis Agnetis filie Ade Henrison Schepeherd uxoris mee in eadem: habend. et tenend. totum predictum mesuagium et terr. predict Thome et Cecilie et heredibus inter ipsos legitime procreatis cum omnibus libertatibus communis et asiamentis predict. mesuag. et ten. infra dictam villam de Hacthorp et extra qualitercumque spectantibus de capitalibus dominis feodi illius per servicia inde debita et consueta. Et ego vero dictus Johes et heredes mei totum predictum mesuagium et terram cum omnibus pertinentiis suis prefato Thome et Cecilie uxori sue et heredibus inter ipsos legitime procreatis ut predictum est contra omnes homines warantizabimus et in perpetuum defendemus. Et insuper ego dictus Johannes obligo me heredes meos et omnia terras et tenementa mea cum pertinentiis suis in Bampton in quorumque manus devenerint ad predictam warrantiam fideliter faciendam et obsequendam. In cujus rei testimonium presentibus sigillum meum apposui. Hiis testibus Willmo de Threlekeld, Hugone de Louthr' juniore, militibus: Hen. de Threlekeld, Vic. Westmerl., Willmo de Horneby, Roberto de Clibburn et aliis. Dat ap. Hacthorp die dominica in festo Apostolorum Petri et Pauli anno regni regis Edwardi tercii a conquestu tricesimo nono [Sunday, June 29, 1365].

John Baron grants and confirms to Thomas de Strickland kt. and Cecilia his wife and their heirs 1 messuage and 11 acres of land in Hackthorpe which he held in right of his wife Agnes daughter of Adam Henryson shepherd (i.e. Agnes daughter of Adam son of Henry the Shepherd) to be held of the chief lords of the fee. Warranty is added and John entails this on all his lands and tenements in Bampton into whosoever hands they may come.