

Original Documents.

THE following instruments, the originals of which have been communicated by the kindness of Mr. Edward Hailstone, in whose possession they are now preserved, are unnoticed in Dugdale's Monasticon, and even in the enlarged collection contained in the recent Monasticon Diocesis Devonienensis of Dr. Oliver. As part of the history of the religious houses of Plympton and Buckland, it is desirable to record their existence; and we are induced to offer to our readers an abstract of their contents.

1. A charter of William de Mewi (*hodie* Meavy) to the canons of Plympton priory. It recites the previous grant by Walter de Mewi, grandfather of Gilda the wife of the present grantor, with the assent of Wido, his son and heir, the father of Gilda, of parcel of the demesne of Mewi in free alms, and of other land with the tenants thereof, viz., the 4 sons of Alwinus named Osbert, Strewold, Edwin, and Siward, and their wives and progeny. William confirms the above on condition of being admitted as tenant in fee of the same lands to the priory at an annual rent with homage and relief: there is a condition of re-entry on neglect to pay the fee farm rent, and the grantor does homage to Robert, the prior.

The handwriting is of early character, but the name of the prior limits the date of the grant to some time between 1202 and 1214. See Monast. Exon. tit. Plympton priory. The names of the attesting witnesses are also consistent with the same date. The instrument has some of the features of a *præstaria*, a form of grant much encouraged by the old canonists. Agreeably to the prevailing law of the twelfth century, it should seem that the first grant was liable to be impeached either for want of an original warranty, or because the warranty came from a collateral ancestor without equivalent assets, or because the second donor claimed by some title paramount to that of the first. In truth, regrants by persons whose ancestors had already granted the property are too common at this period to leave any doubt of the precarious tenure of land for some time after the Conquest.

2 and 3. Two charters having exactly the same object, one being rather fuller than the other. They profess to be confirmations by Gilbert de Ferrers of a grant before made to Plympton priory by Sibilla del Pin, his

mother, of the chapel of St. Martin in the manor of Blakestane, and other lands minutely described by metes and bounds. The chapel, &c. is quit of all utiban and other services: the other land is not free from "rectis utibannis ad regem pertinentibus." An additional grant of fishery and common of pasture is included.

The charters are not dated, but their date cannot differ materially from that of the next charter. The chapelry now forms the parish of Maristow, i. e. Martinstow, and the property belongs to Sir Ralph Lopez, Bart. The word "utiban" has been already noticed in another part of this volume.

4. This is a confirmation by the donor in the two preceding charters of land in Blakestane already given to Prior Anthony by Sibilla de Pynu [Pyn], his mother.

The names of the witnesses belong to the thirteenth century, and Anthony became prior of Plympton in 1214, so that the deed is of a somewhat later date.

Polwhele, in his *History of Devon*, p. 448, n, refers to a grant by the family of Pyne to the canons, but his statement does not exactly correspond with the above deeds. It is remarkable that the property is said, in the general charter of confirmation by Henry II. printed by Dugdale, to have been the gift of Paganus filius Serlonis, and of the fee of Baldwin de Redvers. See *Mon. Exon.*, p. 135.

The following deeds belong to the history of Buckland abbey.

5. A Grant, anno 17 Edw. I., by Margaret de Ripariis, wife of Baldwin de Insula, earl of Devon, to William, abbot of Bocland and his convent. It releases her claim of dower in the churches of Bocland and Walkhampton in consideration of an annuity of £8 paid to her clerk, Will. de Brenton, for life, which the sheriff is to levy by a writ of fieri facias on the goods of the abbey.

This summary process of execution without action is not altogether without precedent, and some attempts have recently been made in parliament to introduce a similar provision in the case of debts of ascertained amount.

6. An instrument of Thomas, bishop of Exeter, appropriating the church of Walkhampton to the use of the abbey, who were its patrons. It recites the enormous devastation of the woods and lands of the abbey by the working of the silver mines by the crown in and around them. Date 1305.

The mines referred to are the argentiferous lead mines of

Beer Alston, extensively worked in the thirteenth century, in the inheritance of the Ferrers family. The complaints of the abbey appear in the rolls of parliament, and are also to be seen in Dr. Oliver's *Monasticon*, p. 385. The lords of Beer (or Birland, as it was sometimes called) exchanged their *ferraria* or iron mines in Normandy for an inheritance of a more precious metal in Devon; but the known prerogative of the crown forbid them to enjoy either the silver, or the lead which contained it.

7. An accord or amicable agreement between the abbey of Buckland and priory of Plimpton by the intervention of Walter, bishop of Exeter, arising out of a lawsuit by the former to enforce the attendance of the latter at the hundred court of Roborough in respect of lands of the priory in old Blakeston within the hundred. The *secta*, or attendance, was thereafter to be limited to 3 courts in the year. The name of the abbot is Thomas; that of the prior, Mathias. Date 1316.

It is evident that litigation was encouraged in these local franchises for the benefit of the lord of the leet or hundred, who derived a considerable revenue from it. Every step taken, or default made, in the petty causes which formed the staple of their business, was an excuse for a fine or amercement, and the principal object of the lord was to extend his jurisdiction over as many suitors as possible. Hence the provisions in Magna Charta to limit the number and fix the time of the sittings of those courts on which attendance was compulsory.

8. A demise by the abbot, John, to William Pomeroy, his wife and daughter, of tenements at Buttyckyswordy in the manor of Walkhampton for 65 years, determinable on their lives or the life of the survivor, reserving rent, suit of court, works, &c., with special powers of distress for rent arrear. Date 7 Hen. 5.

9. A similar demise by abbot Olyver to Roger Odimer and his wife, and their son or daughter ("progenito seu progenitæ eorundem,") of a tenement called Schafe [Shaugh?] in Bykelegh manor, for 60 years, determinable on the life of the survivor. Date 14 Hen. 7.

Abbot John does not occur in the list of abbots in the *Monasticon Exon*.

The two last instruments are worth notice as proofs that the system of granting what are now called conventional leases for long terms determinable on the lives of three members of a family, (a tenure which has often been noticed as a

favourite one in Devon and Cornwall,) is not of very modern date. The duration of the last is made contingent on the death of an unborn child, who is also a joint lessee ; a feature of some novelty in conveyancing. E. S.

No. 1.

SCIANT presentes et futuri Quod Ego Gillebertus de ferrers filius et heres Sibille de Pinu, Concessi et hac presenti Carta mea Confirmavi deo et Ecclesie beatorum Apostolorum Petri et Pauli de Plimtona. et Canonicis ibidem deo famulantibus in puram et perpetuam. et omnino quietam Elemosinam. pro salute anime mee. et omnium antecessorum et successorum meorum. Cappellam sancti Martini de Blakestane. et situm loci cum Gardino. et totam terram a veteri Werpate. usque ad veterem fontem sancti martini. et exinde usque ad spinam. et a spina usque ad Pleistowe. et abinde per veterem viam usque ad pontem de Bokelande. et totum boscum qui est infra hos terminos et totam Liwenesham. et octo acras terre sub burga. et tres acras ad Rode. et totam terram que vocatur polande cum bosco qui est inter pleissetum quod est in aquilonali parte de Milecumbe et veterem werepat. Hec omnia. libera. et quieta sunt. ab omni servicio. et omnibus utibannis. et omnibus secularibus serviciis. et omnibus querelis in perpetuum. Concessi et Confirmavi totam terram que jacet inter Pleistowe et Wlfpitte in aquilonali parte veteris vie. et a Wlfpitte sicut via ducit usque ad steneteford. sicut aqua currit usque ad vadum de Bokelande. et a vado de Bokelande sicut via ducit usque ad Pleistowe. Ex alia parte de Steneteford per veterem viam usque ad Wlfpitte. et exinde usque ad Surebirihurne. et inde usque ad fontem Ricardi. et totam terram et boscum usque ad Ruaburgam. Ista pars terre que vocatur heenseaga defendit se pro duobus ferlingis. et est quieta ab omni servicio. et ab omnibus querelis exceptis rectis utibannis ad regem pertinentibus solummodo. Concessi et confirmavi predictae Ecclesie apostolorum Petri et Pauli de Plimtona. et capelle sancti martini de Blakestana unum ferlingum terre cum pertinentiis. illum scilicet de la pleistowe quem Ricardus faber tenuit. unde hee sunt divise. Scilicet. a pleistowe usque ad pune. sicut magnum cheminum ducit usque ad terram de la pune. et a terra de la pune sicut aqua descendit usque ad terram quam Godefridus filius Sewoldi tenuit. tenendum et habendum de me et heredibus meis Canonicis de Plimtona in perpetuum. in puram et perpetuam elemosinam. libere. et quiete. integre et pacifice. cum omnibus pertinentiis dicto ferlingo pertinentibus faciendo inde regale servicium pro omni servicio. et omnibus demandis. Preter hec Concessi et Confirmavi dictis Canonicis totam terram quam habui ex aquilonali parte in dominico inter rivulum aque de Milecumbe. et terram predictorum canonicorum de Plimtona apud sanctum martinum. sicut idem rivulus descendit ab angulo gardini Sewoldi de Blakestana. et cadit in aquam de Tavi. tenendam et habendam de me et

heredibus meis dictis canonicis in perpetuum, in puram et perpetuam elemosinam, libere et quiete, integre et pacifice, absque omni seculari servitio, tam in boscis quam in planis, cum omnimodis comodis ex dicta terra provenientibus. Concessi etiam et Confirmavi sepedictis Canonicis totam aquam de Milecumbe, et licentiam firmandi stangnum super terram meam in Milecumbe ubicumque voluerint ad molendinum, vel aliud quod sibi viderint expedire faciendum. Concessi preterea et confirmavi eisdem canonicis totam molturam domus mee et hominum meorum de blakestana. Preterea concessi et Confirmavi predictis canonicis, et eorum famulis in perpetuum, libertatem piscandi, quiete et sine omni impedimento per omnes aquas terris meis adjacentes, et averiis Canonicorum apud sanctum Martinum manentium, et averiis hominum eorum pasturam in perpetuum, per totum, intra boscum, et extra. Ut autem hec mea Concessio et Confirmacio firma et stabilis in perpetuum permaneat, eam presenti scripto sigilli mei impressione signato confirmavi et corroboravi. Hiis testibus, Henrico de Ortiay, Willelmo Bastard, Roberto filio Eustachii, Johanne bloyo, Johanne despenser de buddekeside, Ricardo curteis, Hamelino de bellewrdis, Ricardo Marchep', Willelmo le Chamberlenc, Waltero de Clautona, Hunfredo de Deningntona, Thoma le Verrer, Et, multis: aliis.

No. 2.

Omnibus fidelibus ad quos presens scriptum pervenerit Willelmus de Mewi salutem in domino. Noverit universitas vestra quod Walterus de Mewi avus Gilde uxoris mee assensu et concessu Widonis filii sui et heredis patris videlicet predictae G, uxoris mee pro sua et omnium antecessorum et successorum suorum salute dedit ecclesie sanctorum apostolorum Petri et Pauli de Plimtona et canonicis ibidem deo famulantibus duos ferlingos terre de dominico suo de Mewi in liberam et omnino quietam et perpetuam elemosinam, et octo acras terre que debent facere servitium Regis tantummodo, scilicet quantum octo acre ejusdem manerii de Mewi debent facere. Et quatuor homines tunc terram eandem tenentes, scilicet filios aluini quorum nomina sunt, Osbertus, Strewoldus, Edwinus, et Siuuardus, cum uxoribus et progenie eorum. Ego autem Willelmus de Mewi concessu et assensu jam dicte G, uxoris mee, ejusdem Walteri donationem prefate ecclesie de Plimtona et Canonicis caritatis intuitu concedo, et hac carta sigillo meo sigillata in perpetuam elemosinam confirmo. Hac conventionem quod ego Willelmus et heredes mei debemus tenere eandem terram de ecclesia de Plimtona pro sex solidis eidem ecclesie quiete et integre annuatim reddendis, ad duos terminos, scilicet ad festum sancti michaelis, tres solidi, et ad pascha tres solidi. Inde etiam feci homagium Roberto priori Plimton', fide quoque corporaliter prestita insuper juramentum solempniter prestiti, quod eosdem sex solidos annuatim ad eosdem terminos fideliter et integre reddam vel reddi faciam. Heredes quoque mei post me priori plimton' qui pro tempore fuerit similiter homagium facient.

et eandem securitatem fidei et juramenti prestabunt. et Relevium inde reddent. scilicet duodecim solidos et sex denarios in misericordia prioris. et tam ego quam heredes mei eandem terram de omni gravamine quod super eandem terram quocunque modo evenire poterit de nostro adquietabimus. Si autem forte contigerit quod tres solidi de termino pasche non fuerint redditi ante festum sancti Johannis. vel tres solidi de termino Sancti Michaelis ante natale domini. Prior et canonici plimton' predictos duos ferlingos terre et octo acras sine alicujus contradiccione vel impedimento in suum dominium recipiant. et postea sicut suam propriam possessionem in proprios usus retineant vel cui voluerint tradant. absque spe recuperandi mihi Willelmo vel heredibus meis in perpetuum. Hujus conventionis testes fuerunt. Samson clericus. Wido de Bretevilla. Andreas lenfont. Roberto de cnolle. Willelmus talebot. Willelmus de langewis. Helias de lega. Benedictus bonenfont. Hugo oisun. et multi alii.