

Original Documents.

THE following early documents, selected from among many topographical and genealogical contributions which I owe to the kindness and diligence of my friends, Mr. Pitman Jones and the Rev. Dr. Oliver, of Exeter, will have some interest in the eyes of a Devonshire antiquary.

"Sciunt presentes et futuri quod ego Joh'es filius Ade de Burdesdune obligavi me et heredes meos domino G. de Dinanno et heredibus suis communicare cum tuthinga in manerio suo de Hertiland de escap latronum et de torno Vicecomitis et itinere Just[iciariorum] et omnibus aliis gudis et sectis forinsecis ad tuthingam pertinentem s[cil] de uno ferlingo terre quem teneo de domino G. de Dinanno in Burdesdune. Ita quod dictus Joh'es de Burdesdune et heredes sui non teneantur communicare cum tuthinga domini G. de Dinanno in sectis neque in aliis serviciis pertinentibus domino G. et heredibus suis preter predicta. In cujus rei testimonium sigilli mei impressionem presenti scripto apposui. Hiis testibus, Galfrido de Bitaford', Johele de Langforlang', Aluredo filio ejus, Johele de Bitaford', Ricardo Blida, et multis aliis."

Seal of white wax, pointed-oval; a rude fleur de lis.

Circumscribed, S', IOH'IS D' B'D'N.

Indorsed, in a contemporaneous hand—"De contributione decennar' pro terra de burdesdon'."

The above instrument bound the obligor, John, son of Adam de Burdesdune, to be contributory to a tithing of the manor of Hartland, of which Geoffrey de Dinan was lord, in respect of land held of him in Burdesdune; but the obligation was to be confined to escapes of thieves or robbers, to sheriff's torns, attendance on the King's eyre, and other extrinsic payments and suits.

The effect and object of the deed was to oblige the party to participate in those burdens of the lord, or his tithings, which were due to the lord paramount, viz. the King; but not to make him a general suitor to the lord's court for all ordinary purposes. On the occasion of an escape the vill or tithing was amerced. Every vill appeared by its four men and reeve at the eyres and torns, and, in case of default, was amerced. These are the three specified cases (besides those referred to generally) in which the land of de Burdesdune was to be contributory.

The word "gudis" is equivalent to *guldus*, and imports pecuniary burdens or gelds. As I find it so spelt in some other deeds of the same tenor, I presume that it is not a mere mistake. In an inquest in the Hundred Rolls (vol. i., p. 93), the Abbot of Hertland is found by the jury to be bound "communicare ad regale servicium et ad alia gulda cum terra W. le Spek' apud Brigford." This explains the above document.

Burdesdone is probably Burdon, in the parish of Highampton, near Hatherley. It has continued in the family of Burdon from a date probably anterior to the execution of this instrument, which is in the writing of the thirteenth century.

It is remarkable that the deed speaks sometimes in the first, and sometimes in the third, person.

The next instrument is an inquest, 14 Ed. 2, 1320-21, held on the occasion of a wreck happening at Clovelly.

"Inquisitio capta coram Roberto Beudyn, vicomite Devon' apud Halonde die martis prox' post festum Sancti Dionis' anno regni regis Edwardi filii regis Edwardi xiv^{to} per sacramentum Rogeri Bernheus, John Biryman, Ricardi le Sangere, Henrici Bleynch, Rogeri Cotelte, Walteri Eger, Stephani Buteworthi, Alani de Clyfford, Ricardi de Dodenesford, Nicholai Dalyan et Roberti de Wellesford, qui dicunt per sacramentum suum quod quidam battellus venit de alto mari cum viii^{to} viron[ibus] super terram Johannis de Staunton domini de Clofely in decennaria de Clofely et est wrekom maris ut dicunt. Et dicunt per sacramentum suum quod Johannes de Dynham dominus de Hertillond habebit wrekom maris in hundredo predicto per precium domini Regis respondendum in itinere (*sic*) de precio. In cujus rei testimonium huic inquisitioni predicti juratores sigilla sua apposuerunt. Dat' die et anno supradictis."

The "virones" are oars. The word occurs in that sense in instruments respecting Saltash and the manor of Trematon, which are cited in Blount, in his *Jocular Tenures*, who translates it "boatmen."

There appears to be some error in the original record in the last part; but the substance of the verdict seems to be that the lord of Hartland manor is entitled to take wreck in the Hundred of Hartland, subject to an appraisement for which he is to answer to the King's justices in eyre.

It is certain that the lord of Hartland always claimed the hundred as appurtenant to his manor (*Rot. Quo Warranto*, p. 173, printed ed.); and I have before me court rolls of the hundred, *temp.* Ric. 3, Henry 7, and Eliz., showing that the lords have continually held hundred-courts for pleas, both civil and criminal; but the lord of that manor and hundred does not appear to have always claimed wreck; for on the well-known inquiry in the reign of Ed. 1, the jury returned *nil* to the question whether any one claimed wreck against the Crown in that hundred (*Rot. Hundred*, vol. i., p. 73); nor does he appear to have been called upon by *Quo Warranto* to show his title to that royalty, when proceedings were afterwards adopted against him.

It is therefore probable that at this time his title to take wreck was only a qualified one, either as bailiff or as farmer of the Crown, or was an absolute right as against every one but the Crown, to whose justices in eyre the lord was responsible for the assessed value. I believe that the lords of manors or hundreds on this coast usually claim floating wreck as far as human sight can discern a cask or barrel; a vague and singular claim, but one which is incidentally recognised both by Lord Chief Justice Coke and by Sir Matthew Hale.

The manor of Clovelly was found by the Hundred inquest, 3 Ed. 1, to be a "free manor," held as parcel of the old fee of the Earl of Gloucester; and does not appear to have been held as of the manor of Hartland; so that the claim of wreck within it was only in right of the *hundred*. The annexation of the various hundreds in Devonshire to certain manors is, I believe, of immemorial antiquity. Clovelly came to the Stauntons by marriage with an heiress of Giffard.

The sheriff called *Beudyn* in the above inquest is named *Beaudyn* in Pole's Collections, p. 94.

The next document is of much earlier date ; not later than the reign of John. The age of it, and the distinguished parties to it, entitle it to notice.

"Ita convenit inter dominum Henricum filium Comitis ex parte una et Dominum Willielmum de Morlegh ex altera, ita quod predictus Henricus concessit predicto Willielmo quod bunde apud Wadewill facte sint immutabiles in perpetuum. Et concessit pro se et heredibus suis et assignatis quod predictus Willielmus et heredes sui, seu assignati, facient duas sectas tantum ad hundredum suum de Stanbur' vel solvent xii denarios ad festum Sancti Michaelis pro omnibus sectis et introitibus dieti hundredi. Pro qua quidem concessione predictus Willielmus dedit predicto Henrico centum solidos sterlingorum. In cujus rei testimonium hiis scriptis bipartitis sigilla sua alternatim apposuerunt. Hiis testibus, dominis Henrico de Traci, Henrico de la Pomeray, Willielmo de Pralle, Stephano de Haccumb, Martino de Fisacre, et aliis."

The seal of Henricus fil' Comitis is attached, but it has nothing on it but the name.

Henry the son of Reginald Earl of Cornwall, commonly called Henry fitz Count, received from King John a grant of the manor of Dupeford, now Diptford, with the hundred of Stanborough appurtenant to it. Morlegh or Morley is a manor within the hundred, of which the lord appears to have owed suit to the hundred.

The object of the above deed was to settle certain boundaries between the parties, and to limit the attendancy of William de Morlegh to two suits only at the court of the hundred, in consideration of a sum of money paid to the lord of Diptford ; and also to excuse even those suits on payment of twelve pence annually at Michaelmas.

This annual payment so made in lieu of personal attendance at a leet, or similar court, being fixed and certain in amount and not an arbitrary fine or amercement, was usually called a "certum letæ" or "cert-money;" as to the nature and origin of which payment the text-books and legal authorities offer very unsatisfactory explanations. It is usually supposed to be a sort of acknowledgment to the lord for the original expense and trouble of procuring for his tenants the benefit of a local jurisdiction in lieu of resorting to the King's courts (6 Coke Rep. 77. b.) I believe that such jurisdictions were generally sought for benefit of the lord alone, to whom they were very profitable : and that in every instance in which the origin of cert-money can be actually ascertained, it will be found to be a pecuniary composition for personal attendance, or some other duty which it was burdensome for the tenant to perform in specie. Sometimes a whole township or district was excused by a like payment, which was then called a "Common Fine."

E. SMIRKE.