

ART. I.—*Shap and Rosgill and some of the Early Owners.*

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SOME of the Rosgill records, and among them the earliest deeds—that of Robert, son of Orm (Charter I) and those of Peter, his son (Charters II. and III.)—take us back to days for which we long to have a “*Distributio Westmerlandie*” corresponding to the “*Distributio Cumberlandie*,” even with inaccuracies such as that contains. Of course, the thing could not be. Westmorland was always divided by the mountain lines which afterwards became in part the boundaries of the two baronies, Appleby and Kendal. But a generation of owners existed, and perhaps more than one, of whose existence we find slight memorials in records of later possessions or in some isolated earlier name appearing like a stray rock of an older and buried formation through the surface of a newer. Efforts to gain a clear idea of the map which would show the earlier possessions are wont to tantalize, because we find ourselves in a region of indefiniteness, sometimes just in touch of substance and not shadow, sometimes in reach of verisimilitudes that are more than shadow and yet do not feel like solid substance. The interest is the greater because in the earlier records of the county that remain we find ourselves palpably near the margin of the time when the final settlement of that portion of England was young, for we get the impression that there were possibilities of grants being made without disturbing older occupiers, and this can only mean that there was plenty of land in the district owned but as yet unoccupied—owned by the superior lords but not yet parcelled fully out to under-owners, and therefore there was plenty of chance

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for the superior lord to put in new settlers as his "men" alongside of the older tenants.

The name Robert, son of Orm, is one that of itself arouses interest, because of the great prominence which the descendants of Orm, son of Ketel, son of Elftred, had especially in Cumberland. But their being afterwards chiefly settled in that county makes their Westmorland origin somewhat dim, and we have to wake up our attention to realize it fully. Orm's marriage with Gunilda Gospatrick's daughter and the exchange of lands between him and his cousin de Lancaster whereby he was settled in and around Workington and gave up Middleton and its belongings; and the attainment of possessions, afterwards lost, in Colvend (Culwen) in Kirkcudbright, are what causes dimness to the distance. The Pipe Roll of 1176, however, serves to turn our vision to the earlier facts. Gospatrick appears there as the man chiefly responsible for the surrender of Appleby to the Scots. His fine is the heaviest fine and Fantosme, as we know, sets him down as Constable of the castle. And the tradition, such as it is, that Orm was also governor of Appleby in 1174, two years previously, helps in the same realization. That there were more Orms than one in the Lake District we know. But so far as records speak, it would seem that "Orm" taken by itself without further qualification, in the twelfth century in Westmorland, was all that was felt needed to specify the son of Ketel; and the simple description "Son of Orm," could give sufficient identification to one of his family without the addition of a place-name. And as to Orm himself and his son, and Gospatrick's connection with Appleby, the neighbouring place-name Ormsheved (Ormside) is very suggestive of its being taken from him or from some ancestor of the same name, though the principal possessions of his race beyond this—if it was his—and Shap and part of Bampton, which certainly were theirs, were in south

Westmorland (Charter A). That the amercement imposed on Gospatrick for the Appleby surrender was entered in the Westmorland Pipe Roll, making the sheriff of that county responsible for its payment, shows that Gospatrick's possessions were in Westmorland mainly.

Of Robert son of Orm—Ormson, as he would locally be called,—to follow the form Gospatrik Ormson given in an early charter connected with Knipe—we have other mention. He and Gospatrick are on the list of men chosen to determine the boundaries between the lands of Furness Abbey, in Furness Fells, and those of William de Lancaster about 1160 (Farrer, *Lancashire Pipe Rolls*, p. 310). These were plainly all chosen as men who, by belonging to the neighbourhood, knew the country and the bounds, though it is somewhat necessary to use the word neighbourhood in this connection rather widely. In various charters of Gospatrick son of Orm his name occurs as witness. There does not seem to be one existing in which he is actually given as “fratre meo” by Gospatrick, but we have not all of Gospatrick's charters, and therefore not all the possible and usual varieties of description. It was not by any means always the case that the relationship of the witness to the grantor was set down. A few examples from Gospatrick's own charters, in St. Bees Cartulary, will show this clearly. In one we have “Roberto filio Orm, Michaele fratre ejus, Thoma filio Gospatricii (*i.e.*, of the grantor), Ada et Roberto fratribus ejus (*i.e.*, of Thomas), Rogero filio Orm et aliis”; in another, “Thoma filio et herede meo, Michaele fratre meo, Alano filio meo”; in another, “Roberto filio Orm, Michaele fratre ejus, Rogero filio Orm.” In one granted by Thomas, son of Gospatrick, “Alano filio Gospatricii et Adam fratre ejus” (brothers of the grantor) are thus given without further statement of their relationship to the grantor, and this last is a case exactly in point. Nor is it in charters only that

this same habit occurs. The names inserted in the law records in the Public Record Office show the same, except where a case recorded turns on the actual relationship. The name given is the name by which the person was usually known and identified.

We have only to look at the names of the witnesses of the Rosgill charter of Robert son of Orm to see that we are within the same family circle. Thomas, son of Gospatrick, is one. Roger de Beauchamp, who afterwards married the widow of this Thomas, is another. Adam, rector of Burton-in-Kendal, a parish in which Gospatrick's Preston lands lay (Preston Patrick), and William de Hoton, owning one of the Hotons in South Westmorland doubtless, one of which, at any rate, is shown by Assize Roll 979 of 1255-6,* and Charter A (of late twelfth century) to have been in possession of the family of Gospatrick. Other witnesses are Alan, son of Ketel, who looks like a relative, Henry and William de Cundal of Bampton, at least close neighbours, and "Patrick son of Robert"—simply thus described, who, as we shall see later, was the grantor's son. The names of the witnesses, as one might expect, belong to the end of the twelfth and the beginning of the thirteenth century. But the charter is not later than 1200, for Thomas, son of Gospatrick, died that year, and the assent of the heir to grants ceases somewhat abruptly in charters at that period.† Thomas had begun to make grants of his own before 1181, as for example that to Robert de Lamplo, who is entered on the Pipe Roll of that year for money owed to the Treasury for his land.‡ Alan, son of Ketel, is witness to charters of Richard de Lucy to S. Bees, and Richard died in 1216.

Robert, son of Orm, was of course younger than Gospatrick, and he might be not a few years younger. According

* Adam de Hoton takes action in this case against Patrick, son of Thomas, for deprivation of rights of common.

† Pollock and Maitland, *History of English Law*, ii., 309-313.

‡ Jackson, *Cumberland and Westmorland Papers*, i., 293.

to the evidence produced in Assize Roll 1426b of 1340, in a case brought against Robert de Rosgill about land in Ormesheved (Ormside), Robert, son of Orm, married Christiana, daughter of Anketin de Meinwaryn, one of those early owners whose names disappeared from the countryside, who appears to have been Lord of Ormeshead, freeholder possibly under Orm, and through that marriage Robert, son of Orm, became under-owner of part of Ormeshead as well as of Rosgill; but indications would seem to point to his being under-owner of much of Shap besides. The superior lord of Shap, including Rosgill, and of Bampton Patrick was the representative of Gospatrick's family, the lord (afterwards) of Culwen. The Ormside lands, if they were Orm's, would seem to have gone by some unrecorded marriage to the family of Vesci.

To possession in Shap outside of Rosgill by Robert Ormson this charter of grant, conferring Hegdale on his younger son Adam, points, because besides Hegdale he grants 8 acres of his demesne lying between Bracanbers and the boundary of Hep," *i.e.*, a portion of land on the hill east of where the railway now is and quite outside any bounds of Rosgill. That he owned Rosgill also is attested by his grant of common there in the same charter. It would seem, as already said to be the case, that he was probably inferior mesne lord of a great part of Shap. Whether the land in Hegdale granted to Adam was at the moment unowned by an inferior freeholder is not quite clear from the charter,—but that the bovates (plough-lands) were at the time untenanted seems certain; for the charter mentions the possibility of their being let "at ferm." They had been in the occupation of Robert and Gamel either contemporaneously or in succession, though according to the mode in which names are given in charters it is quite possible that the Robert who is mentioned is himself, and Gamel the past owner

under him ; in which case Adam would simply be succeeding to Gamel. The condition of giving for multure dues only every twentieth measure of grain was an unusually easy one ; the terms in general use were every thirteenth measure. The 8 acres at Bracanbers were also to be held on easy conditions—freedom from all service save *forinsec*. The consent of the heir to the grant has been alluded to.

Much change in position must have been made to some, at least, of the owners of land in Shap through the grants made by Thomas, son of Gospatrick, to Byland Abbey and to Shap Abbey, and by Patrick, son of this Thomas, to Shap Abbey (Charter B, Dugdale, *Monasticon*,* these *Transactions*, N.S., ix., 271, and Feet of Fines, Westmorland, 19 Hen. III.). Their extent was so great that the land could not be all demesne. The first grant made by Thomas, as given in the *Monasticon*, is puzzling. One of the personal names must have been wrongly read ; some of the land names may have disappeared or been altered. This however one can deduce from it, that the land given to the Abbey of Shap, the land which the charter says was Karl's in Shap, was chiefly south-west of the river Louthier beginning at a ford over it called Karlwath, and going up the stream and then up a tributary till it came to a path (not the road) which came from Kendal ; then the bounds turned northwards to Staniraise by " Rasland "—surely Ralfland—then down hill to Rasate (Rayside), then to a great stone where they used to hold a market (le Stablie) and down to the Louthier, then up the Louthier stream and across it to the boundary of Rosgill on the east, then up again on the slope to the highland and " Alinbalite " (? Alinbasike), and then, after other deviations, to the land which had belonged to Mathew de Hepp, then westwards and down the hills to the ford of Karlwath. Common, together with this,

* Vol. vi., pt. 2, edition of 1846.

was to be held, as held by the "men" of Thomas in Rayside and "Thamboord"—surely Thainboord (Tailbert*), and Swindale, and rights of wood-felling and quarrying besides, and easements. The grant to Byland, as shown by the Final Concord of 19 Hen. III. (1235), just mentioned, when it was confirmed against his son Patrick, lay east of this, beginning at Heppishow (? How in Shap), went round by Sleddale and Wasdale and Borgedal (Borrowdale) and by the bounds of Crosby to Slegiltern, then to Tranterne and by other deviations to west of Heppishow; and it included Jerlsite (Jarlside) and other points; but the Abbot of Byland was not to erect any building between the path and the "great road" to Kendal. Moor and woodland and other rights were granted, and the grant would at least border on what had been given to Shap Abbey, for the Final Concord has the endorsement that the Abbot of Shap puts in his claim. The further grant by Patrick, given in these *Transactions*, N.S., ix., 271, added land towards the "great road" which came from Kendal. It will be seen from all this that former owners must have been either in whole or in part dispossessed or placed under the Abbey. Of the means of dispossessing, I think Feet of Fines, Hen. III. of 1232, may offer an example. By this Final Concord Patrick, son of Thomas, gave to Thomas, son of Gospatrick, for his quit-claim to lands in Fornhepp and Hepp 10 marks of silver. In other words, he purchased the rights of his sub-feoffee in five bovates of land in Fornhepp and Hepp—barring five acres. The extra interest of this Concord is, that the bovates purchased had belonged to Mathew de Hepp, grandfather, we are therein told, of Thomas, son of Gospatrick. The transaction is more than thirty years too late for the son of Gospatrick, son of Orm, of the same name, and, moreover, Mathew de Hepp was a contemporary of the Son of

* See later for this identification.

Orm, and witnessed a grant by him to the Priory of Carlisle of land in Flemingby (Prescott, *Wetherhal*, p. 391). That Mathew had a son named Gospatrick hints that either he was related to Gospatrick's family or married a kinswoman of theirs. And by the handing down for, at any rate, two generations of the name Mathew in the Rosgill family, we may at least dream that Peter, son of Robert, son of Orm, may have married a daughter of Mathew, and that the nephew of this daughter, Thomas, son of Gospatrick, had no child, and thus more easily sold to his overlord his right.

Connected probably with these families are the existing names : Adam's Seat, Scaur Mathew and Seat Robert.*

We have now to deal with what I look upon as the somewhat shrunken remains of the family that took the name de Rosgill. The charter next succeeding Robert Ormson's is one by Peter de Rosgill, his son and heir, granting Linsite to the Abbey of Shap. The mound mentioned where the bodies of the dead rest, may probably be the tumulus marked on the Ordnance Map which, according to Hodgson (*Topog. and Hist. Description of Westmorland*, p. 140), was formerly called Skellaw (Skullmound). If so, the idea that it was a burial mound is shown to be as old as the thirteenth century.† Of the grant of Peter's father to the church of Shap, I do not know whether there is any other record. Peter's grant to the Abbey gives a further stretch of land reaching to "the great road" from Kendal, which thus became, as in other parts of Shap, the boundary of the Abbey's domain. The witnesses include Roger de Beauchamp, husband of Grace, the widow of Thomas, son of Gospatrick Ormson ; Henry de Cundal and a son of his, William ; Patrick de Rosgill, whom the next charter shows to be

* See description of the boundaries of Thornthwaite in Miss Noble's *History of Bampton*.

† Since Hodgson was born in Swindale, 1780, and educated at Bampton School, he would be familiar with the local names and the traditionary ideas.

one of Peter's brothers, and his "man"; Gervase de Aincurt, owner of Sizergh, and others unidentified. The identified witnesses show the charter to be of the early thirteenth century. This is followed by another (Charter III.) given by the same Peter, which must have been drawn up only a short time afterwards, for to this also Roger de Beauchamp is a witness. It has a sentence in it difficult to explain—the tenth of the tithing of his house (*domus*), which I cannot help thinking is a mere scribal error for *dominici*, demesne. There may still be existing, for aught I know, traces of the dyke mentioned, which was the boundary on one side of the land granted in this charter. Adam de Burton is most probably the same man who, as rector of Burton, witnessed the charter of Peter's father, Robert. Whether Lowinbers is a vanished name I cannot say. Peter's brother, Patrick, is mentioned in Assize Roll 979 of 1255-6, as well as in this charter. In that Roll Sigrida (Sigrith), widow of William, son of Patrick de Rosgill, claims against Alexander, son of Patrick de Rosgill, one-third of a messuage and of half an acre in Rosgill as her dower. Patrick was a freeholder under his brother, as the charter tells us; and to him the Assize Roll shows that Alexander succeeded. His defence against Sigrida was that his brother William held nothing "in fee" out of which the dower could come. Alexander had therefore given him a freehold of life-tenancy only, not heritable. But a friendly arrangement was come to by which Sigrida had her dower, though not as of her right. Besides Patrick, Peter de Rosgill mentions another of his "men" by name, one Peter to whom he gave his sister in marriage. An interesting point in the charter is its shewing distinctly that it was quite within the right of an owner to grant or sanction common of pasture and to say to what extent it could be exercised. This is apparent, though perhaps less distinctly, from the grants to Byland and Shap, which

I have mentioned. But from Peter's grants it would seem that the Abbey was but lately constituted a tenant in Rosgill, and that, too, by a grant of demesne, and Peter settles to what number of sheep the right of common should extend. This right, as will be seen later, the Abbey gave up in 1411. Three fresh names occur as witnesses to this charter : Walter de Strickland, grandfather or great grandfather of William who married Elizabeth de Aincurt ; William Engaine, one of the family that owned Clifton, and Gilbert de Bruam, whose inheritance of Brougham was to go in the time of Edward III. to co-heiresses ; the male descendants of the family not recovering possession till the eighteenth century.

The deed next following (Charter IV.) tells of a grant to Shap Abbey by a widow, part of whose Christian name is lost, and unfortunately I cannot recall a woman's name which had its ending "-elota." It is the simple transfer of a man and his services to the Abbey. It is the only deed I have noticed amongst the Lowther Charters which contains the transfer of the tenant without the mention of the lands. What the transfer would amount to, if the land also was not conveyed to the Abbey, would be that it and the man remained nominally hers ; he, in her own seigniorship, her tenant, and the land still her possession, but that all the dues thitherto paid to her would thenceforth be paid to the Abbey. If, by another deed, she gave the land also, the man would be simply direct tenant of the Abbey, and I think her seigniorship would cease and there would be no overlord between the Abbey and the superior owners. Her deceased husband, William de Hoton (Hutton), must certainly have been of the South Westmorland family, probably a son of the William who was witness to the charter of Robert, son of Orm. The date of the widow's charter must be earlier than the year 1237, in or about which year died William de Morville, owner of Helton

Flechan, who witnessed the deed. Amongst the witnesses we have a later generation of the Rosgill family and two more generations of de Cundalls, as well as three witnesses from Meaburn: Alan le Butiller from King's Meaburn, Richard de Camera and W. de Meburn from Meaburn Maud; there are also Thomas de Alneto (Dawney), one of a family owning land in Thrimby and Lowther, a de Hutton and a de Helbeck. Son of the last was the Thomas de Hellebek who in his day was, I think, the man of widest possessions in the barony of Appleby.

The next charter (V.), that of Robert, son of Sir Mathew de Rosgill, adds again to the land possessed by Shap Abbey, though only by the addition of an acre. It was evidently done in order to ensure his being buried there. He calls his father Sir Mathew, and I know of only one more instance in which Mathew the owner of Rosgill appears as a knight. This is in a Levens Charter (Hist. MSS. Com.) of 1263.* There was another Mathew de

* Explanation about the uncertainty of the Knighthood held by Mathew de Rosgill is afforded by an entry in a Patent Roll which I have but just noticed. On 16th October, 1256 (Pat. Roll, 40 Hen. III., m. 1) exemption for life from taking up the arms of a Knight was granted to Thomas de Hastings (Crosby Ravensworth), William de Cundal (Bampton Cundal), Alexander Mauchael (Crackenthorpe), William de Wardecop (Warcop), Mathew de Rossegile, William de Goldinton, and William de Chortenay, men of Robert de Veteriponte of the County of Westmorland, "on evidence given before the King that they held their lands by cornage." They held them, that is to say, by fealty and paying the proportionate sum due from each towards supplying military service (for war upon the borders) which had in earlier days been taken as noutgeld—dues per head of cattle. This was actually military service, as commuted, and the extra burden of Knighthood would only be adding to this amount due from each, and they might thus, in modern language, be rated above their valuations. Hence would the appeal arise in the men of smaller estates to be exempted from it as expense beyond them. Men who held in Socage, owing no fealty and, although paying rent, not paying the military dues of cornage, could have no such claim. Now in 1256, as the text shows, William de Cundal would be obtaining exemption from Knighthood from the very beginning of his entry into possession, which occurred in or about that year: but Mathew de Rosgill had been already some years an owner. Before the exemption he would actually be in the position of taking up Knighthood or being a Knight, and the style of the position might cling to him for some time. He died about 1275. In the 1263 charter at Levens, mentioned in the text, Thomas de Hastings is not described as a Knight, though Mathew is, and probably, like William de Cundal, he had but lately come into possession of his land. The Assize Roll of 1255-6 [No. 979] shows that this is likely. He held under Nicholas de Hastings, who held under de Veteripont. Thomas is reported in that Roll for being of age and standing to take up Knighthood and not doing so. Hence probably his appeal for exemption.

Rosgill who is styled Sir (*Dominus*) in a charter of Alice, widow of William de Haketorp, at Lowther, of date between 1279 and 1290. He was not a knight however but a cleric, and hence the "Sir." But Mathew, *lord* of Rosgill, was living to witness the 1263 charter, as he certainly also witnessed the deed of exchange between Patrick, son of Thomas, and Shap Abbey in 1257 (these *Transactions*, n.s., ix., 271), and since the deed of Robert, son of Sir Mathew, is attested by William de Cundal, who succeeded his father in possession of Bampton Cundal in 1256 or 1257 (Feet of Fines, Westmorland, 41 Hen. III.), and was succeeded by his son Ralf in 1277 (Assize Roll 980) or a little before; it is evidently within the right limits to believe this Robert to be son of the lord of Rosgill, and most probably Sir Mathew the cleric, whose period is so close to his, was his brother, and a son of Sir Mathew also. Of Philip de Rosgil, one of the witnesses to this charter, I have found no other mention.

Another member of the family is mentioned in a final concord of 26 Hen. III. (1241), in which a claimant, Mathew, son of William, is induced to give up for 5 marks paid to him by Mathew de Rosgill all claim to a bovate of land in Ormesheved (Ormside). The claim was a *mort d' ancestor* claim, and hence probably Mathew, son of William, was a relative. The land, for which Mathew de Rosgill and others thus paid, was left in possession of Emma, widow of Walter de Rosgill, and their daughter Matilda. Brother or son of Mathew de Rosgill, this Walter must, I think, have been, but probably this was not the sole reason for Mathew de Rosgill being one of the parties to the transaction. A reason would be that he was the superior lord of Walter's land and Walter owner under him. The overlord next above would be, at the time, a de Vesci.

We have now a gap of 70 to 80 years, reckoning from the last charter, till we come to the next charter. And

the owner of Rosgill is throughout a John. That name occurs in various records from 1277* to 1335.† In 1340 the name Robert comes instead.‡ It would be difficult to know how many of the name of John were in this succession except for a dispute in 1335 with the Abbot of Shap, in which it is stated that Peter was the great-grandfather (*proavus*) of the John living then. This statement at that date brings the number down to two. One of the earliest notices of the elder John is in Assize Roll 980 of 1277, when, apparently after succeeding to his inheritance, he brought an action against John de Ormesheved for dispossessing him of rights of common belonging to his freehold there. This charge he withdrew next year, 1278 (Assize Roll 981), and in that year as Archdeacon Prescott (*Wetherhal*, p. 334) says, he was coroner for the county. A much more interesting trial came before the assize in the same year, when he certainly had taken up knighthood. This was the question between the boundary claimed by him against the owners of Thrimby and the boundary they claimed as that of Thrimby against Rosgill. In this we have to remember that the boundary between the two was the boundary between the Kendal barony and the barony of Appleby at that part; Rosgill, in Shap, being in the barony of Appleby and Thrimby, in Morland, being in that of Kendal.§ The owners of Thrimby at the time were also lords of Lowther, John de Coupland, Adam de Haverington and Henry Dawney. Some of the names of the land features given in the case are lost, and some of the details seem confused, but it is worth while recording what is told. The Thrimby owners said that their boundary should begin at a certain dyke between Schapp and

* Assize Roll, 980.

† Assize Roll, 1364.

‡ Assize Roll, 1426b.

§ The purparty of that barony at the date in question in which Thrimby lay was held by William de Lindesey.

Thyrneby towards the south and go to the head of Redmire northwestwards across Schappebek (?) and through the middle of the head of Redmire towards the north to Cokesgyllesyke towards the north-west ; then go up the sike by the border of the turbary of Rosgill towards the west and follow the sike towards the north to a spring called Caldekeld northwestwards, then follow the valley northeastwards to the Miklewytescher* towards the north-east and then go up the Wytescher to the dyke between Bamptone and Thyrneby towards the west. They said that John de Rosgill had usurped 300 acres of moor and pasture inside this as belonging to him, and that a certain John† who was an ancestor of theirs in the time of King John owned what they claimed, and they gave their descent from this John. Sir John de Rosgill's counter-claim was that the boundary should begin at the Faldenedik at Heppebek, follow the Faldenedyk westwards to the Whytepot, from the Whytepot go westwards to Rossegillesker, and so on to the bounds between Rossegill and Bampton. Four knights, Henry de Staveley, Roger de Burton, Thomas de Hellebek and Thomas de Derewentwater were elected to choose a jury which should decide between them. The jury chosen were the four knights themselves, Robert de Yavenwyth (Yanwath), William de Stirkeland, Robert de Souleby, Hugh de Multon of Hoff, Hugh de Muleton, Robert de Bethum, William de Boyville and Robert le Engleys, all of Westmorland ; and Patrick de Ulvesby, Richard de Laton, Alan de Orreton and Thomas de Neweton of Cumberland. They met the justices at York and gave their award. The bounds, they said, should be : beginning at the bek which runs from the township of Heppe to that of Little Stirkland, then crossing in a direct line westwards to the Gyseburnan Keld, and then in a direct line to the Tottistane

* In Assize Roll, 982, written Miklewytesker.

† No surname, unfortunately, is given.

and thence to the lower part of Harecragge. Thence in a straight line to le Setebuske and thence straight to le Mossehule, then again straight to the summit of Claterendsker, then straight to the cross placed for a boundary-mark opposite the wooden cross of Bampton, that is to say between Odegraffe (or ? Odegrasse) and Gnypette (? Gnypehead). South of this they said the ground ought to be in possession of John de Rosgill, and north of it in possession of the Thrimby owners. No doubt if we could trace the land-marks to-day we should find them to be the boundary existing between Rosgill and Thrimby still, though the baronies of which they were the bounds are now things of the past.

Very little, after this, remains concerning this Sir John,* except his attesting various charters of his neighbours. I cannot hazard a statement of the year in which he died and was succeeded by his namesake, who also seems to occur mostly as witness to charters till his dispute with the Abbot of Shap in 1334 (Assize Roll 1364). This dispute was about the common of pasture which comprised, the Abbot said, 12 acres of moor and was for 200 sheep throughout the year. It was that which had been granted by Peter de Rosgill, John's great-grandfather; and the charter of grant was produced in court. John said that the amount was only 3 acres, and that as to two of these the Abbot was and would be at liberty to use the right, as he was on the day of the procuring of the writ, *i.e.*, 23rd June, 1338. And as to 1 acre of the 3, he himself was the tenant. For he stated that an Abbot, predecessor of the present, by his deed granted to him and his heirs all the land which he had ploughed above Ingus flatte, and more, if he wished and it seemed

* Possibly it was he, possibly his son, to whom, on 16th October, 1313, together with Hugh de Louthur, John Lengleys, and three of the de Haveringtons and others, all adherents of Thomas, Earl of Lancaster, pardon was granted by Edward II. for the death of Piers Gaveston and other things. *Patent Roll*, 7 Edw. II.

good to him, towards Cocketlysbanc, either to plough or to keep as pasture; and the acre which the Abbot claimed was a portion of this land. The verdict was for the Abbot with damages against John.

By 1340 John was dead and Robert was in possession (extract from Assize Roll 1426b, p. 13). For the question there about land in Great Ormesheved lay between Hugh de Ormesheved and Robert. Robert represented by William de Thornburgh claimed to be the tenant of the land. He said that Anketin de Meinwaryn, lord of Ormesheved, gave one-fourth of Ormesheved to Robert (son) of Orm* together with Christiana, his daughter, in frank marriage, and that these two were his ancestors and he was their heir and held it accordingly. He stated moreover that whereas he held the fourth part, Hugh de Ormesheved held the other three. Apparently the question was really about common, for he speaks of their holding in common and of Hugh being welcome to the other three parts, and the "recognitors"† gave as their verdict that, after the writ had been applied for, both Hugh and Robert were amicably depasturing the land in common. The decision was against Hugh for a false claim.

Then follows a document which, while it tells us much, opens out many questions for which we have answers in cautious reasoning only (Charter VI. of 1343). It is a deed of entail given by interim feoffees. Its very existence implies the drawing up of at least seven previous documents which seem to have disappeared. It was drawn up for Robert de Rosgill; and the widow of John, Aline, was in possession of her third part as dower. The document is of the sort which was executed when there was doubt about the probability of a male heir to succeed to an inheritance. The owner of the time might have only

* Roberto Ormi.

† The name for the jury who were to "recognize" the rights of the case.

daughters and no son, he might have an only son whose health was such as to afford little hope of his living or leaving a male heir, he might have had one son only, already dead, who left only daughters, or there might be only daughters of a weakling son. In cases such as these the owner had the entail made in the way he thought best, but the "remainders" set forth in succession, usually, the nearest of kin, and failing all, at the end the "right heirs" of the owner. The evident purpose was to keep the possessions in the family, and keep all together. This particular deed was drawn up at a time in which we have no other record of the family which was soon to disappear as owners of Rosgill of the name of Rosgill. The existing Visitation pedigree* gives a John as the last owner of the name of Rosgill, whose "daughter and heir" Hugh de Salkeld married, and Robert as the brother of this John. An early sixteenth century document soon to be mentioned seems to confirm the idea that the last owner was John, but the dates and such evidence as there is show that Robert could not be his brother but must have been his father.

Now let us turn to the provisions of this deed of entail. Rosgill and other tenements in Shap are by it settled on Robert de Rosgill and the heirs of his body, and failing these they are to remain intact to William de Thornburgh and the heirs of his body, and failing these—by extraordinary clauses—to Roland, *son* of the said William, and the heirs of his body, and failing these to William, brother of Roland, and the heirs of his body, and again failing these to Robert, brother of this William, and the heirs of his body, and, in the end, failing these, not as we should expect to the right heirs of Robert de Rosgill, the usual formula of ending,—but to the right heirs of William de Thornburgh; and the warranty is so drawn up that we

* Flower's *Visitation of Yorks.* for 1563-4.

see this was the intention. I do not remember seeing any other document with such a final provision.

A claim made by Roland de Thornburgh against Joan, daughter of Robert de Rosgill and others, in 1353, for tenements in Rosgill and Little Ormeshead, but not prosecuted (Assize Roll 1453), and the release given in Charter VII. by Roland to Joan and Christiana, daughters of Robert de Rosgill, for an annual rent from all Rosgill-owned lands which had been granted to Roland and to his father, William de Thornburgh, by Robert de Rosgill, emphasize the fact of some close relationship between them. And since alienation seems quite out of the question in a deed of entail of this sort, evidently intended to keep the family possessions intact, we are forced to the conclusion that the right heirs of William de Thornburgh were also the right heirs of Robert de Rosgill. This implies a relationship as close as the son of a sister or the son of an aunt, for in the circumstances, as we shall see, it could not be a daughter's husband. But, beyond this, it implies a more distant relationship as well. The remainders are so particularly gone through with the term "heirs of the body" up to the last, "the right heirs," that we feel no room in these for any actual descendants of William, and the only "right heirs" left—though I speak with some diffidence—could be no other than descendants of his ancestors next of kin to him. These by the old law of descent* would not, for inheritance, be derived from any ancestor further back than the great-great-great-grandparent. Was there therefore any relationship between Robert de Rosgill and William de Thornburgh which existed within these limits and was not near enough to prevent a later marriage within the degrees prohibited at the time. The later marriage could not be that of Robert's daughter or of Robert's sister, for the terms seem to imply that

* Pollock and Maitland, ii., 296 and following.

William himself must have been of kin. The nearest next step would be that William was son of Robert's aunt. But we learn from Assize Roll 1440 of 1351 that William de Thornburgh, then lately deceased, whose son and heir was Roland, had married Elena de Culwen, who was Roland's mother. We are compelled therefore to go one step back for the relationship to the father of this William de Thornburgh and to this William's mother, *i.e.*, probably to a daughter of the first Sir John de Rosgill who succeeded to his inheritance about 1277.

This much presumed, what other suggestion is there? Amongst the Levens charters are several which at least sanction the idea of an earlier connexion, but I have again to speak with diffidence, for I have not seen the originals, and can only go by the bald Hist. MSS. description. There is then an agreement of 1263 between the Abbey of Shap and Gilbert de Berebrunn (Barbon) and William de Lasceles and Joan and Amice their wives and Agnes, sister of Joan and Amice, who were daughters and co-heirs of Roland de Rosgill, concerning half a bovate of land in Reagill which Roland their father held—presumably of the Abbey. At least that is the natural conclusion: In 1278 (Assize Roll 981) Roland de Thornburgh held, apparently, one-third or two-thirds of 4 bovates of land of the Abbey in Reagill and Maud's Meaburn, and did homage and fealty to the Abbey for the land. The Abbey had not such ample possessions in either place as to preclude the probability of the land being in part the same.

Another Levens charter is a grant by Amice, daughter of Robert de Rosgyle and widow (of William de Lasceles), made to Roland de Thornberge of land in Sleddale Brunolf *which was her father's*; this is of about 1260. A third is a grant by William, son of William de Lasselles, to Roland de Thornburgh *and Alice his wife* of land in Sleddal Brunolf which his mother, daughter and co-heir of Roland

de Rosgill, had given him. This is of 1291, and there are releases of this land of 20 and 23 Edw. I. If Alice was sister of William de Lasceles, the gift of this purparty seems natural enough. As an addition to the curious accessions of property by the Thornburghs, occurs another charter of land in that same Sleddale within the bounds of Stirkland Ketel, in 1356, by Ralf, son of John de Patton, to Roland de Thornburgh, a release by Agnes, his widow, of this land in 1364, and a general grant, by interim feoffees apparently, of all these Long Sleddale lands to William, son of Roland, in this year or the next. A Roland de Patton is a witness to the charter of William de Lasceles; and when one learns that in the possession of Patton the Thornburghs succeeded the de Patton family, one is tempted to think that the third daughter of Roland de Rosgill married a de Patton; and Joan de Berburn's portion of Roland de Rosgill's land seems to have gone by inheritance to the Lascelles, for they became owners of Berburn before 1345.

There must have been, one fancies, some controlling reason for the granting of the possessions which were once those of Roland de Rosgill to the family of Thornburgh and the concurrent gravitating of the original Rosgill possessions—which did not include Long Sleddale, to the same family, though this last was never after all completed.* The marriage of Roland de Thornburgh of the mid thirteenth century to Alice de Lassells would solve the problem, and would not, if Roland de Rosgill were son of Peter, which his date would allow, be too near to prevent a marriage of John's sister to Roland's great-grandson.

But were there no male scions of Rosgill stock to come nearer to the succession than the Thornburghs? And one

* The Thornburghs would not be a solitary instance of gathering up possessions which had been ancestral in Westmorland. Instances still more pronounced were the Lowthers from the time of Hugh, Attorney General, and the Sandfords from the time of Robert of 19 Edw. iii.

asks this the more seriously because Robert, son of Orm, had four sons, and Mathew, son of Peter, apparently four; and though no mention is expressly made of any sons of Peter and of the first John other than their heirs, there were male descendants, for the surname Rosgill did not die out.* Records are so few that there is almost no information to help to explain the difficulty. But making use of what few there are we can arrive at some sort of understanding how the thing could be.

Of the four sons of Robert, son of Orm, Peter the eldest succeeded his father. One, Walter, apparently left a daughter only, another, Adam of Hegdale, had a grant made to him for which he was to do homage to his father. By such a grant after the homage was given he was "foris familiaried."† And hence he and his descendants could have no claim to his father's estate in case of failure of his eldest brother's heirs. He became the "man" in this especial sense of his father and his heirs by this enfeoffment. We have no charter endowing Patrick, the remaining son, with a fee, but from Peter's charter we learn that he was one of his "men," which seems to imply that he was in the same position, and the inference is strengthened by the dispute in the Assize Roll with Sigrida, for Alexander, son of this Patrick could have no action against him had he no "fee" out of which he could have granted one to his younger brother, her husband. The case shows not that he could not, but that he did not grant one. A "forisfamiliaried" feoffee was one whose fee could not revert, in case he had no heir, to the parent who granted him the fee, so as to become again simply parcel of his demesne. The fee could be granted out again apparently, but not absorbed. It was an independency given, and its counter side was that the

* A John Roskill of Cartmell is mentioned in the sixteenth century deed as doing homage to the Curwens for his manor of Bretby in 35 Hen. VI., 1456.

† Pollock and Maitland, ii., 293.

owner of this independency had no claim on the fee out of which it was granted. The children of Peter's sister would also seem to be in the same position, for her husband was also one of Peter's "men." Of the later generations we have even less information. Mathew, presumably son of Sir Mathew, was a cleric, and if he followed the rule and not the exception, would not marry; Robert's charter gives one the impression that he probably had no heir. Of Philip we know nothing. There remains Roland, who, by his date, should belong to the generation before this last, and be son of Peter and brother of Mathew, Peter's heir and Rosgill's owner. All we know of his possessions places him outside of Rosgill and of Shap: in Reagill as the Abbot's man presumably, and in Long Sleddale certainly not endowed with a freehold which carried homage under his father to cause forisfamiliaration. These things have to be taken into consideration because of the extraordinary nature of the Charter (VI.); rather than taking alienation, the only alternative, for granted. And, besides the unnaturalness of alienation in such a deed, it could not take place without the leave of the Culwen overlord, we may be sure, for it was a military tenure, paying cornage of 10s. 10d., though we only learn this from the sixteenth century document I am soon coming to. Moreover the Rosgill family, till its last male head passed away, had the position, I think almost unique amongst the secondary feoffees in the barony of Appleby, of being knights. All other knights in the barony were, I think, tenants-in-chief under the Cliffords.

The early sixteenth century document I have mentioned is a paper sheet of four pages, containing notes about Thornthwaite, the copies of the two charters at the end of this paper (A and B), and some stray notes not arranged in chronological order, giving the dates at which the Curwens received the homage of some of the Rosgill owners, and an item or two besides. These notes

have quite evidently been taken from older documents which seem to have entirely disappeared. One corner has either perished or has long since been torn away, just where a bit of information would be a boon. But, to make use of what there is, one of the imperfect entries tells of a grant to the Ab(bot of Shap and his) successors by G(ilbert) C(ulwen) of the services of Johanna and (Christiana) heirs of R(obert) de R(osgill) in 1358 (12 March, 33 Edw. III.) for lands in Ras(ete)—this is Ray-side, only a hamlet in Rosgill, and cannot refer to a partition of Rosgill, but it would tell us that Robert was already dead. Another entry, dated 1382, takes us altogether by surprise, “Randy Foster had a sonne called Hutchin” (*i.e.*, Hugh) “Randsonne wich married one of the daughters and heires of John Roskill kt wch John did homage to G(ilbert) C(ulwen) Anno Dni 1382, 6 Ric. ii. Hutchin had yssue Hutchin who did homage to G(ilbert) C(ulwen) the 20th May 1402 (2 Hen. IV.)” In this also the date 1382 surprises us for the homage of John, but the same statement is given on the margin of the 1725 pedigree of the Culwen family which is at Workington, and there is no traceable connection between that note and the description of the bounds of Thornthwaite. Both must have been taken from an earlier lost document.* The first entry in this sixteenth century document about a Salkeld is dated 1400, “Hutchin Salkeld and Robert Salkeld his brother rode the bounds” (of Thornthwaite) “with Sir Christopher Curwen kt.” This is not, however, the earliest date of appearance in documents of the family in Rosgill, for a charter concerning Clifton of 1368 has Hugh de Salkeld of Rosgill as a witness.

* A note which follows Charter A in this document tells us that G(ilbert) de C(ulwen) for the health of his soul, and of the souls of Avice and Margaret his wives confirmed to the Abbot of Hepp the reversions of Thannellbord (Tailbert) in Hepp by the stream of Gilmorvill which Eda his mother held for life, 13th May, 14 Edw. III., 1339. The witnesses named in this abstract are Hugh Lowther, John Strickland, Thomas Strickland and William Threlkeld, knights.

Before this, naturally, he must have married Christiana, and, looking at dates and probabilities all round, I think that 1362 is near the date of the marriage. The next Charter VIII. of 1372 shows him in possession of the manor of Rosgill. Henry Grome, of the following Charter (IX.), was of Gnype (Assize Roll 1426b of 1340 A.D.), and apparently inherited land which for several generations had been held by the family of le Taillour. Charter X. gives us quite a new glimpse into details of family and domestic arrangement of mediæval days. Thomas de Culwen, son of the Simon who granted Charter VIII., was evidently holding land under the head of the Culwen family in Shap, as well as outside of Shap, in Ormside and Asby, of other lords. The head of the Culwen family at the time was his cousin Gilbert. The arrangements made with the Salkelds are so peculiar that one imagines him infirm either in health or character, for dates forbid us to think that he was aged, and he was either a widower or unmarried. The agreement is that he should live on an allowance in the house of Hugh de Salkeld, that his host should pay him an annuity and have the reversion of his possessions. The conditions are curious enough; both the stringency of distraint in case the annuity was not paid, and the stipulation that he should be entertained by his host according to the manner and style in which the Salkelds would feed their own sons. Following this, in the next year (Charter XI.), is a grant of all his land to Hugh de Salkeld and his wife and Hugh their son and heir. The next year, 1392, has a quit-claim (Charter XII.) to all his lands which were made over, as just mentioned. Lands in Shap and Rosgill and Ormside and Asby—in these they lay, and it seems that they had been lately held for life “by the courtesy of England,” by John de Hudleston; *i.e.*, the land belonged to the wife of John, and there had been issue; but no issue could be left living if Thomas de Culwen could give the

lands away. They were held under him or the power could scarcely have been his. John de Hudleston therefore may have married a sister—hardly a daughter—of Thomas.

We now come to the three charters, which arrange the partition of Rosgill, after the death of the first Hugh de Salkeld, between his widow and her son (XIII., XIV., XV.). What Christiana was to retain for life cannot well be called her dower for the inheritance was hers. They imply the existence of other charters which seem not to exist.* Noticeable is the condition that Christiana holds her portion of the interim feoffees and they of the chief lords, while Hugh holds his directly from the chief lords, and he has the reversion of his mother's portion which he will at once hold—when it comes to him—of the chief lords with the rest of his possessions. The chief lords are, of course, the Culwens, not the Cliffords. *They* were chief lords to the *Culwen* holders. These three charters show much care in making secure against other possible claimants. In 1403 comes an indenture (Charter XVI.) between Hugh Salkeld the younger and Margaret, widow of Mathew Smyth of Bampton: the whole document, with its very curious arrangements about Margaret's heirs, looks as if Margaret was a daughter of Hugh, and Charters XVII. and XVIII. as if they were concerned with a second marriage. Only on this supposition, I think, can we understand them. This Hugh had married Margaret de Tymparon, the marriage agreement of whose mother I give in its delightful Norman-French in Charter XXII. Her mother is seen by it to have been a daughter of Sir John de Derwentwater. Hugh seems to have lived till after 1416.† In 1411 comes the renunciation (Charter XIX., given in part only) of the rights to pasture in

* One, Christiana's confirmation to Hugh, of the site of the manor has since been found.

† A charter of Adam Tosane granting land to him in 1407, in Bampton Cundale to be held under the chief lords, was found this year.

Rosgill common by Shap Abbey which had been granted by Peter long before. The list of feoffees of various grades that were tenants in Rosgill at the time is interesting, for such a proportion of them are chaplains that one is led to suspect a great influence exerted by the Abbey on the admittance of sub-feoffees in Rosgill. One of them, John de Perdshaw, would seem to have married an Amice, who looks like a daughter of Hugh.

A barren time succeeds, in which it is difficult to tell the actual succession of the owners. There is a charter belonging to Bampton, of 1433, by interim feoffees (Charter XXI.) which tells us, though not clearly, that the lord of Rosgill was still a Hugh Salkeld, and that his son was Thomas. A deed of 1447, at Lowther, shows Hugh Salkeld as handing to John Broghton, Robert Salkeld, William Lancaster of Hertshope, Roger Lancaster of Dalemaine, Christopher Lancaster of Dalemaine, and Thomas Burgam, senior, his manors of Rosgill, Ormesheved and Gnype. A deed of 4th July, 30 Hen. VI. (1452), among the Muncaster muniments (Hist. MSS. Com. Report x., app. 4), gives Isabel, daughter of John Broghton and relict of Hugh Salkeld, receiving for life lands in Little Salkeld given to Hugh by his grandfather, Hugh. In the early sixteenth century paper document several times already mentioned is an entry, dated 1455, in Latin, telling that the heirs of H(ugh) S(alkeld) hold by military service the hamlet of R(osgill). The long award given (these *Transactions*, n.s., ix., 279) shows that in 1473 a Thomas was in possession, and the agreement with Christopher Curwen there referred to, made in 1429, is stated to have been made by Hugh, the great-grandfather of Thomas. Therefore we may conclude that he was son of the Hugh mentioned just above and of Isabel Broghton. This last Thomas seems to have married his kinswoman, Catherine, one of the co-heirs of Richard Salkeld of Corby, and from them came several of the later families of Salkeld.

To follow up these would require an investigation perhaps nearly as long as this. Investigation I term it; I should not like to think it speculation. It has been simply an attempt to face the unusual facts presented and to realize the circumstances and the limitations which best explain the facts. But I cannot pretend to be the measure of the unknown.

The work and the authorities make the earlier portion of the Thornburgh pedigree in *Heraldic Visitations*, and in Sir Daniel Fleming's MS. quite inexplicable—except on the supposition that at a certain point therein the descent of the family of Selside was simply and bodily tacked on to another family of the name to which it did not belong.

My many thanks are tendered to the Earl of Lonsdale for permission to publish and to Mr. W. Little, of Penrith, and Mr. R. H. Bailey, of Lowther, for many kindnesses and help.

I.—CHARTER OF ROBERT, SON OF ORM
(LATE TWELFTH CENTURY).

Sciant omnes tam futuri quam presentes quod ego Robertus filius Orm ex assensu et consensu Petri heredis mei dedi et concessi Ade filio meo et heredibus suis pro servitio et humagio suo duas bovatas terre in Hegdal quas Robertus et Gamellus tenuerunt, in feudo et hereditate, tenendum de me et de heredibus meis libere quiete et honorifice cum communi pastura ville de Rossegil cum omnibus aliis aisiamentis et libertatibus ad easdem bovatas pertinentibus: reddendo annuatim mihi et

Know all, as well those to come as those now living, that I Robert son of Orm by assent and consent of Peter my heir have given and granted to Adam my son and his heirs for his service and homage two bovates of land in Hegdal which Robert and Gamel held, in fee and hereditary right to be held of me and my heirs in unburdened and honourable freehold with common of pasture of the township of Rosgill and all other easements and liberties belonging to the same bovates: he and his

heredibus meis, ille et heredes sui duo calkaria deargentata vel duo denarios ad festum Sancti Laurentii et dando vicesimum vas pro multura bladi predictarum bovatarum. Et homines sui facient stagnum molendini quantum pertinet ad predictas bovatas si eas ad firmam demiserit; faciendo forinsecum servitium quantum pertinet ad duas bovatas. Preterea dedi ei et heredibus suis octo acras de dominio meo liberas a multura. Quare volo ut predictus Adam et heredes sui habeant et teneant has octo acras terre inter Bracanbers et divisas de Hep, et prenomintas bovatas liberas quietas solutas ab omni servitio et consuetudine faciendo prefatum servitium; et ne ista in posterum valeant irritum revocari presentes scriptas patrocinio et sigilli mei apensione corroboravi. Hiis Testibus: Toma filio Cospatricii Roberto persona de Bantun Henrico de Cundal Rogero de Bello Campo Willimo de Cundal, Alano filio Ketelli, Adam persona de Burton Willelmo de Hotun Patricio filio Roberti et multis aliis.

heirs giving to me and my heirs two silvered spurs yearly or two pence at the feast of Saint Laurence and giving every twentieth measure for the multure dues of the corn grown on the aforesaid bovates. And their men* shall make (good) the mill pond as far as is the duty belonging to the two bovates if they let them on lease; (he and his heirs) doing also the forinsec service so far as it belongs to the two bovates. Besides this I have given to him and his heirs 8 acres of my demesne discharged of multure dues. Wherefore I will that the aforesaid Adam and his heirs shall have and hold these 8 acres of land between Bracanbers and the boundary of Hep, and the aforementioned bovates freely undisturbedly and discharged from all (other) service and customary dues by doing the aforesaid service. And that this charter may never be recalled nor rendered null I have strengthened it by the warrant and affixing of my seal. As witness these:— Thomas son of Cospatrik, Robert rector of Bampton, Henry de Cundal, Roger de Beauchamp, William de Cundal, Alan son of Ketel, Adam rector of Burton, William de Hutton, Patrik son of Robert and many others.

* *i.e.*, tenants.

II.—GRANT BY PETER DE ROSGILL TO SHAP ABBEY
(EARLY THIRTEENTH CENTURY).

Universis Sancte Matris Ecclesie filiis presentibus et futuris Petrus de Rossegile salutem. Noverint universitas vestra me dedisse et concessisse et hac presenti carta confirmasse Deo et ecclesie Sancte Marie Magdalen de Valle Magdalene et canonicis premonstratentis ordinis ibidem Deo servientibus Linsite cum pertinentiis et aisiamentis scilicet per has divisas, de tumulo lapidum ubi corpora mortuorum requiescunt usque ad foveam et ita per foveam descendendo usque ad Louther. Preterea dedi eis juxta terram eorum quam pater meus dedit ecclesie de Hep dominicum meum cum aisiamentis versus orientem, Scilicet per has divisas a magna strata que venit de Kendale usque ad propinquiorem lapidem versus [? occid]entem et ita descendendo usque in rivulum de Leuwinebers et ita versus austrum per rivulum usque ad terram [quam pater] meus dedit ecclesie de Hepp. Hec omnia dedi eis in puram et perpetuam elemosinam pro salute anime mee et sponse mee et patris mei et matris mee et omnium antecessorum et successorum meorum. Et ego et heredes mei warrantabimus prefatis canonicis omnia supradicta in perpetuum contra omnes homines.

To all the sons of Holy Mother Church living and to be, Peter de Rosgill greeting. Know all of you that I have given and granted and by this my present charter have confirmed to God and the church of St. Mary Magdalen of Val Magdalen and the canons of the Premonstratensian order there serving God, Linsite [] with its belongings and easements within these bounds,—(viz.) from the mound of stones where the bodies of the dead rest to the dyke, then descending by the dyke to the Lowther. I have given to them besides (the part of) my demesne which adjoins their land which my father gave to the church of Hep within these bounds viz. from the great street which comes from Kendal to the nearer stone toward the west (?), and so descending to the stream of Leuwinebers [] and then going southwards by the stream to the land (afore-said) [which] my [father] gave to the church of Hepp. All this I have given them in pure and perpetual alms for the health of my soul, of the soul of my wife and of my father's soul and my mother's, and the souls of all my ancestors and successors. And I and my heirs will warrant to the afore-said canons all the abovesaid

Testibus Gervasio de Aincurt Rogero de Bello Campo Henrico de Cundale, Willo de Cundal, Ricardo de Bello Campo, Patricio de Rossgill, Willo pellipario, Gamell filio Arkilli, Ricardo Crispi, Simone Thoma, Roberto.

against all men for all time.

Witnesses:—Gervase de Aincurt, Roger de Beauchamp, Henry de Cundal, William de Cundal, Richard de Beauchamp, Patrik de Rosgill, William the Skinner, Gamell son of Arkill, Richard Crispi(n), Simon, Thomas, Robert.

III.—GRANT BY PETER DE ROSGILL TO SHAP ABBEY
(EARLY THIRTEENTH CENTURY).

Universis Sancte Matris Ecclesie filiis presentibus et futuris Petrus de Rossegile salutem eternam in Domino. Noverit universitas vestra in Domino me dedisse concessisse et hac presenti carta mea confirmasse Deo et ecclesie Sancte Marie de Valle Magdalene et canonicis Premonstratensis ordinis ibidem Deo servientibus pro anima patris mei et matris mee et pro salute anime mee et uxoris mee et heredum meorum et omnium antecessorum et successorum meorum et pro redemissione domus mee quam eis dedi totum dominium meum infra has divisas:—Scilicet a divisa que dividit campum de Hepp a campo de Rossegile sicut fovea predictorum canonicorum tendit usque ad ovile predictorum canonicorum, et sic ascendendo per veterem foveam usque ad divisam que dividit dominium meum et terram villate et sic descendendo*

To all the sons of holy Mother Church living and to be, Peter de Rosgill eternal health in the Lord. Know all of you in the Lord that I have given and granted and by this my present charter have confirmed to God and the church of Saint Mary of Val Magdalene and the canons of the Premonstratensian order there serving God, for the souls of my father and my mother, and my soul and my wife's and the souls of my heirs and of all my ancestors and successors and for the tenth of the tithing which I have given them of my home (grounds), my whole demesne within these bounds: viz. from the boundary which separates the open land of Hepp from the open land of Rosgill, according as the dyke of the aforesaid canons goes, to the sheep fold of the said canons; and then ascending by the old dyke to the

* Sic.

usque ad terram Ade de Burton et ita usque ad siket de Lowinebers et sic sequendo predictam siket recto usque ad divisa [s] de Hepp excepta terra quam dedi Petro cum sorore mea; et communem pasturam in campo meo de Rossegil ducentis ovis. Hec autem omnia dedi eis in puram et perpetuam elemosinam liberam et quietam ab omni auxilio et exactione seculari. Preterea confirmo eis omnes donationes que donantur predictis canonicis a liberis tenentibus meis et maxime donationem Patricii fratris mei. Hiis testibus:—Roger de Bello Campo Waltero de Strikland Henrico de Cundal. Willo. de Engaine Gilberto de Bruam.

boundary which separates my demesne and the land of the township, and so descending to the land of Adam de Burton and then to the sike of Lowinebers, and so following the aforesaid sike straight on to the bounds of Hepp; except the land which I gave to Peter with my sister. And (with this) common of pasturage in my open field of Rosgill for 200 sheep. All this I have given them in pure and perpetual alms free and quit of all secular aid and exaction. Moreover I confirm to them all the gifts which are given to the aforesaid Canons by my free tenants and particularly that of my brother Patrik. As witness these: Roger de Beauchamp, Walter de Strikland, Henry de Cundal, William de Engaine, Gilbert de Brougham.

A fragment of a seal has the words *Sigillum Petri de Ros* . . . the device is one of the forms of a fleur de lis used in not a few early Westmorland seals; it was not heraldic.

IV.—GRANT TO SHAP ABBEY BY THE WIDOW OF WILLIAM DE HOTON (BEFORE 1237).

Omnibus Christi fidelibus tam presentibus quam futuris literas istas visuris vel audituris elota quondam uxor Willi de Hoton salutem. Noverit universitas vestra me [caritatis et] pietatis intuitu et pro salute anime Willi quondam viri mei et salute anime mee et [antecessorum]

To all Christ's faithful as well those living as those to be who will see or hear these letters, elota formerly wife of William de Hutton greeting. Know all of you that I guided by [charity] and piety, and for the good of the soul of William formerly my husband and of my soul and

et successorum meorum omnium concessisse et hac mea presenti carta quietclamasse Ri() Ruffum de Rossegile cum tota secta sua et si quid juris habui in eo vel in suis Deo et beate Marie Magdalen de Valle Magdalen et canonicis premonstratensis ordinis ibidem Deo servientibus in perpetuum tanquam quietum et ligium hominum suum et ut hec mea concessio et quieta clamantia rata sit et firma eam presenti scripto et sigilli munimine corroboravi. His testibus : Henrico de Condale Radulfo filio suo Roberto de Hellebec Petro de Rossegile et Matheo filio suo. Willo de Morevilla Alano Pincerna Ricardo de Camera W. de Mebrun Thoma de Alneto Rogero de Hoton and aliis.

the souls of all my ancestors and successors, have granted and by this my present charter have renounced all claim to Ri() Ruffus of Rosgill with all his suit (of Court) and (have given) whatever right I had in him and his to God and the blessed Mary Magdalene of Val Magdalene and the Canons of the Premonstratensian order there serving God that he may be for all time their liege man acquitted of all other service : and that this my grant and quitclaim may be ratified and made secure I have strengthened it with the muniment of my seal. As witness these :— Henry de Cundal, Ralf his son, Robert de Helbek, Peter de Rosgill, Mathew his son, William de Morvill, Alan le Buteler, Richard de Camera, W[] de Meburn, Thomas de Alneto [Dawnay], Roger de Hutton and others.

V.—GRANT BY ROBERT, SON OF SIR MATHEW DE ROSGILL, TO SHAP ABBEY (1260-70).

Universis Sancte Matris ecclesie filiis hoc scriptum visuris vel auditoris Robertus filius domini Mathei de Rossegill salutem in Domino sempiternam. Noverit universitas vestra me pro salute anime mee et omnium parentum meorum concessisse et dedisse et hae presenti carta mea confirmasse et unacum corpore meo legasse Deo et ecclesie beate Marie

To all the sons of holy Mother Church who shall see or hear this writing Robert son of Sir Mathew de Rosgill wishes eternal health in the Lord. Know all of you that for the health of my soul and of the souls of all my progenitors I have granted and given and by this my present charter have confirmed and together with my body have

vallis Magdalene de Hepp et canonicis premonstratensis ordinis ibidem Deo servientibus unam acram terre in territorio de Rossgill illam scilicet quam habui de dono Willelmi filii [Ade dispens]ator[is] tenendam et habendam dictis canonicis et eorum successoribus in perpetuum cum omnibus suis pertinentiis in puram propriam et perpetuam elemosinam. Et ego et heredes mei dictis canonicis et eorum successoribus dictam terram sicut prescriptum est contra omnes homines warrantizabimus adquietabimus et defendemus in perpetuum. In cuius rei testimonium huic scripto sigillum meum apposui. Hiis testibus domino Roberto Capellano, Willo de Cundall, Roberto homine Abbatis, Philippo de Rossegill, Willo filio Ade dispensatoris et aliis.

bequeathed to God and the church of the blessed Mary of Val Magdalene of Hepp and the canons of the premonstratensian order serving God there, one acre of land in the parts belonging to Rosgill, that namely which I had by gift of William son of [Adam the Steward]: to hold and to have they and their successors for all time with all that belongs thereto in pure special and perpetual alms. And I and my heirs will warrant acquit and defend for all time the said land for them and their successors as aforesaid against all men. In testimony of which I have affixed my seal to this writing. As witness these:—Sir Robert, chaplain, William de Cundall, Robert, man of the Abbot, Philip de Rosgill, William son of Adam the Steward and others.

VI.—ENTAIL OF ROSGILL BY INTERIM FEOFFEES ON ROBERT DE ROSGILL AND HIS HEIRS (FRIDAY, NOVEMBER 21ST, 1343).

Sciatis presentes et futuri quod nos Henricus le Best' et Robertus filius Thome filii Radulphi de Hepp capellanus dedimus concessimus et hac presenti carta nostra indentata confirmavimus Roberto de Rossegill et heredibus de corpore suo exeuntibus duas partes manerii de Rossegill cum pertinentiis et omnes alias terras et tenementa cum pertinentiis que habuimus in villa

Know those living and those to be that we Henry le Bester and Robert son of Thomas son of Ralf de Hepp, chaplain, have given and granted and by this our present indenture have confirmed to Robert de Rosgill and the heirs of his body two parts of the Manor of Rosgill with its belongings and all other lands and tenements with their belongings which we

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de Hepp. Concessimus etiam quod tertia pars manerii predicti cum pertinentiis, quam Alina que fuit uxor domini Johannis de Rossegill militis de nobis tenet in dotem et que post mortem ejusdem Aline ad nos et heredes nostros reverti deberet, remaneat post mortem ipsius Aline prefato Roberto de Rossegill et heredibus suis predictis. Preterea concessimus quod omnes terre et tenementa que Walterus de Helton de nobis tenet ad vitam suam in Raset in eadem villa de Hepp et que post mortem ejusdem Walteri ad nos et heredes nostros reverti deberent remaneant post mortem ejusdem Walteri prefato Roberto de Rossegill et heredibus suis predictis. Concessimus etiam eidem Roberto de Rossegill et heredibus suis predictis omnia servitia cum pertinentiis omnium liberorum tenentium nostrorum in eodem manerio : habenda et tenenda eidem Roberto de Rossegill et heredibus suis predictis de capitalibus dominis feodi per servitia inde debita et de jure consueta in perpetuum. Et si predictus Robertus de Rossegill obierit sine herede de corpore suo exeunte tunc predictum manerium cum pertinentiis et omnes terre tenementa et servitia predicta cum pertinentiis integre remaneant Willelmo de Thornburgh and heredibus de corpore

had in the township of Hepp. We have also granted that the third part of the aforesaid manor with its belongings which Alina who was the wife of Sir John de Rosgill Kt. holds of us in dower, and which after the death of the same Alina ought to revert to us and our heirs, shall remain after the death of the aforesaid Alina to Robert de Rosgill and his heirs aforesaid. We have granted also that all the lands and tenements which Walter de Helton holds of us for life in Raset (Rayside) in the same township of Hepp, and which after the death of the said Walter ought to revert to us and our heirs shall remain after the death of the same Walter to the aforesaid Robert de Rosgill and his heirs aforesaid. We have also granted to the same Robert de Rosgill and his aforesaid heirs all the services with their belongings of all our free tenants in the same manor : to be had and held by the same Robert de Rosgill and his aforesaid heirs of the chief lords of the fee by the services thence owed and by right customary, for all time. And if the aforesaid Robert de Rosgill should die leaving no heir of his body then the aforesaid manor with its belongings and all the lands tenements and services aforesaid with their belongings shall remain in entirety to

suo exeuntibus, habenda et tenenda de capitalibus dominis feodi per servitia inde debita et de jure consueta in perpetuum. Et si idem Willelmus obierit eine herede de corpore suo exeunte, tunc predictum manerium cum pertinentiis et omnes terre tenementa et servitia predicta cum pertinentiis integre remaneant Roulando filio* predicti Willelmi et heredibus de corpore ipsius Roulandi exeuntibus, habenda et tenenda de capitalibus dominis feodi per servitia inde debita et de jure consueta in perpetuum. Et si idem Roulandus obierit sine herede de corpore suo exeunte tunc predictum manerium cum pertinentiis et omnes terre tenementa et servitia predicta cum pertinentiis integre remaneant Willelmo fratri ejusdem Roulandi et heredibus de corpore ipsius Willelmi exeuntibus habenda et tenenda de capitalibus dominis feodi per servitia inde debita et de jure consueta in perpetuum. Et si idem Willelmus obierit sine herede de corpore suo exeunte tunc predictum manerium cum pertinentiis et omnes terre tenementa et servitia cum pertinentiis integre remaneant Roberto fratri ejusdem Willelmi et heredibus de corpore ipsius Roberti exeuntibus,

William de Thornburgh and the heirs of his body, to be had and held of the chief lords of the fee by the services thence owed and by right customary, for all time. And if the same William shall die leaving no heir of his body the aforesaid manor with its belongings and all the lands tenements and services aforesaid with their belongings shall remain in entirety to Roland son of the aforesaid William and the heirs of the body of the same Roland, to be had and held of the chief lords of the fee by the services thence owed and by right customary, for all time. And if the same Roland shall die leaving no heir of his body, then the aforesaid manor with its belongings and all the lands tenements and services aforesaid with their belongings shall remain in entirety to William, brother of the same Roland and the heirs of the body of the same William, to be had and held of the chief lords of the fee by the services thence owed and by right customary, for all time. And if the same William shall die, leaving no heir of his body then the aforesaid manor with its belongings and all the lands tenements and services with their belongings shall remain in en-

* All this is a curious example of the domination of form over sense. It would be all right if "fratri" and not "filio" were meant. But clauses which follow show that son and not brother was actually intended.

habenda et tenenda de capitalibus dominis feodi per servitia inde debita et de jure consueta in perpetuum. Et si idem Robertus obierit sine herede de corpore suo exeunte, tunc predictum manerium cum pertinentiis et omnes terre et tenementa et servitia predicta cum pertinentiis integre remaneant rectis heredibus predicti Willelmi de Thornburgh, habenda et tenenda de capitalibus dominis feodi per servitia inde debita et de jure consueta in perpetuum. Et nos Henricus le Best' et Robertus filius Thome filii Radulphi de Hepp capellanus predictum manerium cum pertinentiis et omnes terras tenementa et servitia predicta cum pertinentiis predicto Roberto de Rossegill et heredibus de corpore suo exeuntibus, et etiam predicto Willelmo de Thornburgh et heredibus de corpore suo exeuntibus, si predictus Robertus de Rossegill obierit sine herede de corpore suo exeunte, ac etiam predicto Roulando et heredibus de corpore suo exeuntibus, si predictus Willelmus de Thornburgh obierit sine herede de corpore suo exeunte, et etiam predicto Willelmo fratri ejusdem Roulandi et heredibus de corpore suo exeuntibus si predictus Roulandus obierit sine herede de corpore suo exeunte et etiam predicto Roberto fratri ejusdem Willel-

tirety to Robert brother of the same William and the heirs of the body of the same Robert, to be had and held of the chief lords of the fee by the services thence owed and by right customary, for all time. And if the same Robert shall die leaving no heir of his body, then the aforesaid manor with its belongings and all the lands and tenements and services aforesaid with their belongings shall remain in their entirety to the right heirs of the aforesaid William de Thornburgh; to be had and held of the chief lords of the fee by the services thence owed and by right customary, for all time. And we Henry le Best' and Robert son of Thomas son of Ralf de Hepp chaplain will warrant the aforesaid manor with its belongings and all the lands tenements and services aforesaid to Robert de Rosgill and the heirs of his body and also to the aforesaid William de Thornburgh and the heirs of his body if the aforesaid Robert de Rosgill die leaving no heir of his body and also to the aforesaid Roland and the heirs of his body if the aforesaid William de Thornburgh die leaving no heir of his body, and also to the aforesaid William brother of the same Roland and the heirs of his body if the aforesaid Roland die without leaving an heir of his body, and also to

mi et heredibus de corpore suo exeuntibus si predictus Willelmus frater suus obierit sine herede de corpore suo exeunte et etiam rectis heredibus predicti Willelmi de Thornburgh si predictus Robertus obierit sine herede de corpore suo exeunte contra omnes homines warantizabimus in perpetuum. In cuius rei testimonium presenti carte indentate sigilla nostra apposuimus: His Testibus:—Johanne de Derwentwatre Willelmo de Threlkeld Radulpho de Bethum Militibus, Henrico de Querton Hugone de Ormesheved Johanne filio Roberti de Stirkland Ricardo de Preston Matheo de Redeman Thoma de Levenys et aliis. Datum apud Rossegill die Veneris proxima post festam Ste Katerine virginis anno regni regis Edwardi tertii post conquestum decimo septimo.

the aforesaid Robert brother of William if the aforesaid William his brother die leaving no heir of his body, and also to the right heirs of the aforesaid William de Thornburgh if the aforesaid Robert die without leaving an heir of his body, against all men for all time. In attestation of which we have affixed our seals to the present indenture. As witness these:—John de Derwentwater, William de Threlkeld, Ralf de Betham, Knights, Henry de Querton (Wharton), Hugh de Ormesheved, John, son of Robert de Strickland, Richard de Preston, Mathew de Redman, Thomas de Levens and others. Dated at Rosgill on the Friday next after the festival of St. Catherine the Virgin 17 Edward III.

VII.—RELEASE BY ROLAND DE THORNBOROUGH GRANTED TO
THE DAUGHTERS OF ROBERT DE ROSGILL
(WEDNESDAY, AUGUST 13TH, 1358).

Sciunt presentes et futuri quod Ego Rolandus de Thornburgh remisi relaxavi et omnino pro me et heredibus meis quietum clamavi Johanne et Cristiane filiabus Roberti de Rossegil totum jus et clamium quod habeo vel aliquo modo habere potero in quodam annuo reddito quadraginta marcarum mihi et Willelmo de Thornburgh patri meo et

Know those living and those to be, that I Roland de Thornburgh have remitted released and for myself and my heirs have given up to Joan and and Christiana, daughters of Robert de Rosgill, all right and claim which I have or in any way could have to a yearly rent of 40 marcs granted to me and to William de Thornburgh my father and our

heredibus nostris per Robertum de Rossegil concessis de omnibus terris et tenementis suis infra Comitatum Westmerlande et etiam in quolibet alio redditu per eundem Robertum in dictis terris et tenementis nobis concessis. Ita quod nec ego Rolandus nec heredes mei versus dictas Johannam et Cristianam vel heredes suos aliquod jus vel clamium in predictis redditibus exigere vel vindicare poterimus in futurum. In cujus rei testimonium huic presenti scripto sigillum meum apposui. Datum apud Appelby die Martis proxima post festam Assumptionis Beate Marie. 32 Edwardi III.

Seal the same bearings as that given in these *Transactions*, n.s., ix., opposite p. 275.

VIII.—LEASE OF HERBAGE IN WOODLAND GRANTED BY SIMON DE CULWEN TO HUGH DE SALKELD (1372).

Hec indentura facta inter Symonem de Culwen ex parte una et Hugonem de Salkeld ex parte altera testatur quod predictus Symon concessit et ad firmam dimisit predicto Hugoni ad terminum vite predicti Hugonis herbagium bosci sui de Rossegill prout dictus Hugo dictum herbagium ex dimissione dicti Symonis habere solebat, solvendo annuatim eidem Symoni et assignatis suis ad festam inventionis Sancte Crucis 7 solidos bone monete Anglicane. Et si contingat predictum Hugonem deficere in solutione pre-

heirs by Robert de Rosgill, from all his lands and tenements within the County of Westmorland, and also to another rent granted to us by the same Robert from the said lands and tenements. So that neither I, Roland, nor my heirs shall be able in the future to exact or lay claim to any right in the aforesaid rents against the said Joan and Christiana or their heirs. In attestation of which I have affixed my seal to this present writing. Dated at Appleby, on Wednesday next after the Feast of the Assumption of the Blessed Mary. 32 Edward III. Aug. 13, 1358.

This indenture made between Symon de Culwen on the one part and Hugh de Salkeld on the other witnesses that the aforesaid Symon has granted and let on lease to the aforesaid Hugh for the term of the life of the aforesaid Hugh the pasturage of his woodland of Rosgill just as the said Hugh used to hold it by lease of the said Symon: he paying yearly to the same Symon and his assigns at the feast of the Invention of the Holy Cross 7s of good English money. And should it happen that the aforesaid Hugh fail to

dictorum 7 solidorum durante vita ipsius Hugonis tunc bene liceat dicto Symoni et assignatis suis in predicto bosco ac etiam in manerio dicti Hugonis de Rossegill distringere et distractionem retinere quousque de predictis redditibus eis fuerit satisfactum. In cuius rei testimonium partes predictae partibus hujus indenture sigilla sua alternatim aposuerunt. Dat: apud Rossegill in festo Sti Michaelis Archangeli anno regni regis Edwardi III post conquestum 46°.

pay the aforesaid 7s during the said Hugh's life, then it shall be fully lawful for the said Symon and his assigns to distrain in the said woodland and also in the manor of the said Hugh de Rosgill and retain what is distrained until satisfaction shall be made concerning the aforesaid rent. In attestation of which the aforesaid parties have affixed their seals each to the other's part of this indenture. Dated at Rosgill on the feast of St. Michael the Archangel 46 Edward III.

IX.—GRANT BY INTERIM FEOFFEEES OF HENRY GROME'S LAND TO HUGH DE SALKELD (1380).

Sciant presentes et futuri quod nos Johannes del Rigg et Robertus de Sigeswyk dedimus concessimus et hac presenti carta nostra confirmavimus Hugoni de Salkeld unam bovatom terre cum pertinentiis in villa de Rossegill que quondam erat Henrici Grome et quam habuimus ex dono et concessione Willelmi de Warthcopp, habendam et tenendam predicto Hugoni heredibus et assignatis suis de capitalibus dominis feodi illius per servitia inde debita et de jure consueta. In cuius testimonium huic presenti scripto nostro sigilla nostra apposuimus. Datum apud Rossegill xxvj die Maij anno regni regis Ricardi II post conquestum 3°.

Know all living and all to come that we John del Rigg and Robert de Sigeswyk have given granted and by this our present charter have confirmed to Hugh de Salkeld 1 bovate of land with its belongings in the township of Rosgill which formerly was Henry Grome's and which we had by the gift and concession of William de Warcopp: to be had and held by the aforesaid Hugh his heirs and assigns of the chief lords of the fee by the services thence owed and customary by right. In attestation of which we have affixed our seal to this present deed. Dated at Rosgill 26 May, 3 Richard II.

X.—ARRANGEMENT FOR MAINTENANCE BETWEEN THOMAS DE CULWEN AND HUGH DE SALKELD (1390).

Hec indentura facta inter Hugonem de Salkeld et Cristianam uxorem ejus necnon Hugonem filium et heredem predictorum Hugonis et Cristiane ex parte una, et Thomam filium Simonis de Culwene ex parte altera testatur quod predicti Hugo Cristiana et Hugo concesserunt predicto Thome victum sufficientem ad terminum vite sue prout filii predicti Hugonis patris habent vel rationabili modo habere debent secundum statum et facultatem bonorum predictorum Hugonis Cristiane et Hugonis, capiendo illud corrodium apud Rossegill in mansione predicti Hugonis. Concesserunt etiam predicti Hugo Cristiana et Hugo predicto Thome ad terminum vite sue unum annum redditum quinquaginta solidorum exeuntem annuatim de omnibus terris et tenementis que predicti Hugo Cristiana et Hugo habent infra comitatum Westmerlande capiendo annuatim ad terminos Sancte Crucis, Sancti Petri ad Vincula, omnium Sanctorum et Purificationis beate Marie Virginis per equales portiones apud Rossegill per manus predictorum Hugonis Cristiane et Hugonis vel unius eorum seu heredum suorum sub forma et conditionibus subsequentibus, videlicet quod si predictus Thomas aliquod feoffamentum

This indenture made between Hugh de Salkeld, Christiana his wife and also Hugh son and heir of the aforesaid Hugh and Christiana on the one part, and Thomas, son of Simon de Culwen on the other witnesses that the aforesaid Hugh Christiana and Hugh have granted to the aforesaid Thomas provision sufficient for the term of his life such as the sons of the aforesaid Hugh the father have or in reasonable manner ought to have befitting the estate and possibilities of the possessions of the aforesaid Hugh Christiana and Hugh : he taking this support at Rosgill in the dwelling house of the aforesaid Hugh. The aforesaid Hugh Christiana and Hugh have also granted to the aforesaid Thomas for the term of his life one annual rent of 50s. arising yearly from all the lands and tenements which the aforesaid Hugh Christiana and Hugh have within the County of Westmorland, to be taken yearly at the terms of Holy Cross, St. Peter ad Vincula, All Saints and the Purification of the Blessed Mary the Virgin by equal portions at Rosgill by the hands of the aforesaid Hugh Christiana and Hugh or one of them or their heirs : the following regulation and conditions standing good,

statum seu aliquam relaxationem fecerit vel aliquam reversionem concesserit alicui homini vel mulieri de terris et tenementis redditibus et servitiis cum omnibus suis pertinentiis vel de aliqua parcella eorundem que predicti Hugo Cristiana et Hugo habent seu habuerint ex feoffamento et concessione predicti Thome in villis de Shapp Ormeshed et Askeby quod ex tunc predicti Hugo Cristiana Hugo et heredes sui de predicto corrodio victus, ac etiam de predicto annuo redditu 50 solidorum predicto Thome ad terminum vite sue per predictos Hugonem Cristianam et Hugonem ut supra concessorum omnino, et in perpetuum, exonorentur et quilibet eorum exonoretur non obstante concessione supradicta. Et si predictum corrodium vel etiam predictus annuus redditus 50 solidorum contra formam et condiciones superius declaratus subtractus, notorie et voluntarie detentus fuerit, in parte vel in toto, per predictos Hugonem Cristianam et Hugonem vel per heredes suos, quod ex tunc bene liceat prefato Thome ad totam vitam suam in omnibus terris et tenementis predictorum Hugonis Cristiane et Hugonis et heredum suorum infra comitatus Westmerlande et Cumberlande distringere et distractionem penes se retinere

namely that if the aforesaid Thomas shall make any enfeoffment estate or any releasé or grant any reversion to any man or woman in the lands and tenements rents and services with any of their belongings, or in any portion of them if they are what the aforesaid Hugh Christiana and Hugh have or shall have by enfeoffment and concession of the aforesaid Thomas in the townships of Shap, Ormeshed and Asby, that thenceforward the aforesaid Hugh, Christiana, Hugh and their heirs shall be exonerate entirely and for ever from the aforesaid corrody and also from the aforesaid annual rent of 50s. granted by the aforesaid Hugh Christiana and Hugh to the aforesaid Thomas for the term of his life, notwithstanding the above specified concession. And if the aforesaid corrody or the aforesaid annual rent of 50s. shall be plainly and willingly withheld contrary to the regulations and conditions above stated either in part or in whole by the aforesaid Hugh Christiana and Hugh, or by their heirs, that it shall then be lawful for the aforesaid Thomas during his life to distrain in all the lands and tenements of the aforesaid Hugh Christiana, Hugh and their heirs within the Counties of Westmorland and Cumberland, and to retain with

quosque ad predictum corrodium restitutum fuerit in forma supradicta et etiam de predicto annuo reddito 50 solidorum sibi fuerit plenarie satisfactum cum arreragiis a retro existentibus si que fuerint. In cujus testimonium partes predictae partibus hujus indenture sigilla sua alternatim apposuerunt. Dat. apud Rossegill in festa Inventionis Ste Crucis, anno regni regis Ricardi II post conquestum 13^o.

himself what is distrained until restitution is made as regards the aforesaid corrody according to the regulation, and also to distrain for the aforesaid yearly rent of 50s. until satisfaction be given and the arrears, if any there be, paid in full. In attestation of which the aforesaid parties have each placed their seal to the other's deed. Dated at Rosgill in the Festival of the Invention of Holy Cross, 13 Richard II.

XI.—GRANT BY THOMAS DE CULWEN OF LANDS, ETC., TO HUGH DE SALKELD (1391).

Sciant presentes et futuri quod ego Thomas filius Simonis de Culwene dedi concessi et hac presenti carta mea confirmavi Hugoni de Salkeld seniori et Cristiane uxori ejus ac Hugoni de Salkeld juniori omnia terras et tenementa redditus et servitia cum suis pertinentiis que habeo in villa de Shapp et in hameletta de Rossegill, habenda et tenenda predictis Hugoni et Cristiane et Hugoni juniori et heredibus predicti Hugonis senioris de Capitalibus dominis feodi illius per servitia inde debita et de jure consueta. Et ego vero predictus Thomas et heredes mei omnia predicta terras et tenementa redditus et servitia cum omnibus suis pertinentiis predictis Hugoni et Cristiane et Hugoni juniori et heredibus Hugonis senioris in forma

Know those living and those to come that I Thomas son of Simon de Culwen have given and granted and by this my present charter have confirmed to Hugh de Salkeld senior and Christiana his wife and Hugh de Salkeld junior all the lands tenements rents and services with their belongings which I have in the township of Shap and the hamlet of Rosgill: to be had and held by the aforesaid Hugh and Christiana and Hugh the younger and the heirs of the aforesaid Hugh the elder of the chief lords of that fee by the services thence owed and customary by right. And I the aforesaid Thomas and my heirs will warrant all the aforesaid lands and tenements rents and services with all their belongings to the aforesaid Hugh and Christiana and

predicta contra omnes gentes warrantizabimus et in perpetuum defendemus. In cujus rei testimonium huic presenti carte mee sigillum meum apposui. Dat. apud Rossegil die Martis proxima ante festam Sti Michaelis Archangeli anno regn regis Ricardi II^d post conquestum 15°.

The Seal of Hugh has a canton and on the canton a cinquefoil, and no other bearing. It is certainly heraldic. The seals of the later Rosgill Salkelds, *e.g.*, of 1407 (given in vol. ix., opposite p. 275), and of January, 1447, are a chief and fret. This would, I suppose, be the shield of all the Salkeld families descended from the Rosgill branch, including the Whitehall Salkelds; since the head of the Rosgill Salkelds married one of the co-heiresses of the original Corby stock (see p. 26), I do not know whether any shield of the early Corby stock is known, but it would seem as if the cinquefoil in a canton was possibly the bearing, and that the fret was assumed only after Rosgill was succeeded to. Possibly the Rosgill descent also explains the Thornburgh bearing, and the chief and fret would be the Rosgill shield.

XII.—QUITCLAIM BY THOMAS DE CULWEN GRANTED TO HUGH DE SALKELD (1392).

Noverint universi per presentes me Thomam de Culwenne remisisse relaxasse et omnino pro me et heredibus meis quietum clamasse Hugoni de Salkeld seniori et Cristiane uxori ejus ac Hugoni de Salkeld juniori heredibus et assignatis suis in perpetuum totum jus et clameum quod habeo habui seu quovismodo habere potero in omnibus terris tenementis redditibus et servitiis cum omnibus suis pertinentiis que predicti Hugo Cristiana et Hugo habent ex dono et feoffamento meo in

Hugh the younger and the heirs of Hugh the senior in the aforesaid form against all people, and will defend them for all time. In attestation of which I have affixed my seal to this present charter. Dated at Rosgill on Wednesday next before the feast of St. Michael the Archangel 15 Richard II.

Know all by these presents that I Thomas de Culwen have remitted and released and for myself and my heirs have renounced all claim, on behalf of Hugh de Salkeld the elder and Christiana his wife and Hugh de Salkeld the younger their heirs and assigns for ever, in all the right which I have, had, or in any way could have to anything in all the lands tenements rents and services with all their belongings which the aforesaid Hugh Christiana and Hugh have by my gift and enfeoffment in the

villis de Shapp Rossegill Ormeshed et Askeby et que Johannes de Hudleston nuper tenuit ad terminum vite sue per legem Anglie. Ita tamen quod nec ego predictus Thomas nec heredes mei vel aliquis alius nomine nostro in predictis terris tenementis redditibus et servitiis cum omnibus suis pertinentiis aliquod jus vel clameum de cetero exigere vel vindicare potuerimus in futuro sed totaliter simus exclusi per presentes in perpetuum. Et ego vero predictus Thomas et heredes mei omnia predicta terras tenementa redditus et servitia cum omnibus suis pertinentiis, ut supradictum est, predictis Hugoni Cristiane et Hugoni heredibus et assignatis suis contra omnes gentes warrantabimus et inperpetuum defendemus. In cujus rei testimonium huic presenti scripto meo sigillum meum apposui. Datum apud Rossegill die Veneris proxima ante festam Sti Michaelis Archangeli, anno regni regis Ricardi II. post conquestum 16°.

townships of Shap Rosgill Ormeshed and Asby, and which John de Hudleston lately held for the term of his life by the courtesy of England. So that neither I the aforesaid Thomas nor my heirs nor any one else in our name can exact or lay a claim to any right in the aforesaid lands tenements rents and services with any of their belongings in future, but are excluded therefrom entirely by these presents. And I the aforesaid Thomas and my heirs will warrant and for all future time defend the aforesaid lands tenements rents and services with all that belongs to them as abovesaid to the aforesaid Hugh Christiana and Hugh and their heirs and assigns against all people for ever. In attestation of which I have affixed my seal to this present writing. Dated at Rosgill on Friday next before the Feast of St. Michael the Archangel 16 Richard II.

XIII.—GRANT BY REMIGI DE MELMOREBY, INTERIM FEOFFEE, OF THE SITE OF THE MANOR OF ROSGILL TO HUGH DE SALKELD, JUNIOR (1398).

Sciant presentes et futuri quod ego Remigius de Melmoreby capellanus dedi et hac presenti carta mea confirmavi Hugoni de Salkeld situm manerii de Rossegill

Know those living and those to be that I Remigi de Melmoreby chaplain have given and granted and by this my present charter have confirmed to Hugh de Salkeld the site

infra villam de Shapp cum terris pratis boscis dominicis et vastis jacentibus infra dictas terras dominicas dicto situ adjacentibus et omnia terras et tenementa et clausa que fuerunt in manu Hugonis de Salkeld patris predicti Hugonis ut terre dominice in tenura sua cum omnibus suis pertinentiis, exceptis terris et tenementis tenentium ad voluntatem ibidem cum omnibus suis pertinentiis, cum communia pasture ad omnimoda averia sua in villa predicta eodem modo eisdem anni temporibus prout liberi tenentes ibidem habent et utuntur; habenda et tenenda omnia predicta superius concessa exceptis preexceptis prefato Hugoni filio, heredibus et assignatis suis in perpetuum de capitalibus dominis feodi illius per servitia inde debita et de jure consueta. In cujus rei testimonium huic presenti carte mee sigillum meum apposui. Apud Rossegill die Sabbati proxima ante festam Sti Gregorii Pape. 21 Ric. II.

of the manor of Rosgill within the township of Shap with the lands meadows woods demesnes and wastes lying within the said demesnes close to the said site, and all the tenements and closes which were in the hands of Hugh de Salkeld father of the aforesaid Hugh as demesne in his own tenure, with all their belongings, except the lands and tenements of the tenants-at-will there with what belongs to these:—together with common of pasture for all his beasts of all kinds in the aforesaid township to be enjoyed in the same way and at the same times of the year as the freeholders there have it and enjoy it: to be had and held, all this, with the above exceptions, by the aforesaid Hugh, the son, his heirs and assigns for all time of the chief lords of the fee by the services thence owed and customary by right. In attestation of which I have affixed my seal to this present charter. At Rosgill Saturday before the Feast of St. Gregory the Pope, 21 Richard II.

XIV.—LETTER OF ATTORNEY FOLLOWING THE PRECEDING TO GIVE SEISIN (1398).

Noverint universi per presentes me Remigium de Melmoreby capellanum ordinasse constituisse et in loco meo posuisse dilectos mihi in Christo Johannem Forster et

Know all by these presents that I Remigi de Melmoreby chaplain have arranged and appointed and placed in my stead my beloved in Christ John Forster and John de

Johannem de Milnethorpp juniorem conjunctim et divisim ad deliberandum plenam et pacificam seisinam nomine meo Hugoni de Salkeld de sito manerii de Rossegill in villa de Shapp cum terris boscis dominicis et vastis jacentibus infra dictas terras domenicis dicto sito adjacentibus ac etiam de omnibus terris tenementis et clausis que fuerunt in tenura Hugonis de Salkeld patris predicti Hugonis ut terre dominice, cum suis pertinentiis, secundum vim formam et effectum cujusdam carte mee dicto Hugoni filio inde confecte prout in dicta carta plenius continetur: ratum et gratum habiturus quicquid predicti Johannes et Johannes seu alter eorum nomine meo fecerit vel fecerint in premissis. In cujus rei testimonium &c. Dat. die Jovis proxima post festam Sti Mathie Apostoli 21 Ric II.

Milnethorpp the younger conjointly or separately to deliver full and peaceful seisin in my name to Hugo de Salkeld of the site of the manor of Rosgill in the township of Shap, with the lands woodlands demesnes and wastes lying within the said demesne lands near the said site, and also of all lands tenements and closes which were in the tenure of Hugh de Salkeld father of the aforesaid Hugh as demesnes, with their belongings, according to the force form and effect of a charter drawn up by me for the said Hugh the son, as in the said charter is more fully contained: holding as I shall, ratified and agreeable to me, whatever the aforesaid John and John or either of them shall do in my name in the premisses. In attestation, &c. Thursday next after the Feast of St. St. Mathias the Apostle. 21 Richard II.

XV.—GRANT OF LANDS IN ROSGILL TO CHRISTIANA, WIDOW,
(IN LIEU OF DOWER), (1398).

Hec carta indentata testatur quod Remigius de Melmoreby capellanus dedit concessit et hac presenti carta indentata confirmavit Cristiane que fuit uxor Hugonis de Salkeld omnia terras tenementa redditus et servitia cum omnibus suis pertinentiis in Rossegill infra villam de Shapp, exceptis scito

This charter of indenture bears witness that Remigi de Melmoreby chaplain has given granted and by the present charter of indenture confirmed to Christiana who was the wife of Hugh de Salkeld all the lands tenements rents and services with all that belongs to them in Rosgill within the

manerii de Rossegill infra villam predictam cum terris pratis boscis dominicis et vastis jacentibus infra dictas terras dominicas dicto scitu adjacentibus et terris et tenementis et clausis que fuerunt in manu Hugonis de Salkeld patris predicti ut terre dominice in tenura sua cum suis pertinentiis, cum communia pasture ad omnimoda averia sua infra villam predictam antea per predictum Remigium Hugoni de Salkeld filio predictae Cristiane concessis; habenda et tenenda omnia predicta terras et tenementa redditus et servitia cum omnibus pertinentiis suis quoque modo pertinentibus, exceptis pre-exceptis, prefate Cristiane ad terminum vite sue sine calumpnia vasti, de predicto Remigio heredibus et assignatis suis. Ita quod post decessum Cristiane omnia predicta terre et tenementa redditus et servitia cum suis pertinentiis, exceptis pre-exceptis, predicto Hugoni filio predictae Cristiane heredibus suis et assignatis, remaneant in perpetuum, tenenda et habenda de Capitalibus dominis feodi illius per servitia inde debita et de jure consueta. Apud Rossegill die Mercurii prox. post festam Sti Gregorii Pape 21. Ric. II.

township of Shap, except the site of the manor of Rosgill within the aforesaid township with the lands meadows woodlands demesnes and wastes lying within the said demesnes adjacent to the said site and the lands and tenements and closes which were in the hands of Hugh de Salkeld father of the aforesaid as demesne with the belongings in his own occupation and common of pasture for beasts of all kinds within the aforesaid township before given by the aforesaid Remigi to Hugh de Salkeld son of the aforesaid Christiana: to be had and held with the foregoing exceptions all the said lands and tenements rents and services with all that belongs to them in any way, by the aforesaid Christiana for the term of her life free from challenge of waste, of the aforesaid Remigi and his heirs and assigns. In such wise that after the death of the said Christiana all the aforesaid lands and tenements rents and services with all that belongs to them, except the foregoing, shall remain to Hugh, son of the aforesaid Christiana his heirs and assigns to be held and had of the chief lords of the fee by the services thence owed and customary by right. At Rosgill Monday next after the Feast of St. Gregory the Pope. 21 Richard II.

XVI.—RE-GRANT TO MARGARET SMYTH, BY HUGH DE SALKELD, JUNIOR, OF LANDS IN BAMPTON (1403).

Hec indentura facta inter Hugonem de Salkeld de Ross-gile &c. et Margaretam que fuit uxor Mathei Smyth de Bampton ex &c. testatur quod Hugo dedit concessit et hac presenti indentura confirmavit prefate Margarete omnia terras et tenementa sua cum pertinentiis que habuit ex dono et feoffamento predictae Margarete in villa de Bampton Cundal et Bampton Patrik: habenda et tenenda omnia &c. prefate Margarete et heredibus de corpore suo legitime procreatis, de prefato Hugone heredibus et assignatis, reddendo 6s. annuatim ad duos anni terminos per equales portiones &c. Et si contingat prefatam Margaretam sine herede de corpore legitime procreato obire tunc omnia predicta terre et tenementa cum pertinentiis prefato Hugoni et heredibus suis integre revertant in perpetuum. Dat. apud Bampton Cundale die Jovis proxima ante festam Ste Marie Magdalene 4. Hen. IV. Hiis testibus Ricardo de Soureby capellano Johanne Milnethorp, Thoma Tewer et aliis.

This indenture made between Hugh de Salkeld of Rosgill on the one part and Margaret widow of Mathew Smyth of Bampton on the other witnesses that Hugh has given granted and by this present indenture confirmed to the aforesaid Margaret all the lands and tenements with their belongings which he has by gift and enfeoffment of the aforesaid Margaret in the township of Bampton Cundal and Bampton Patrik: to be had and held all the aforesaid by the aforesaid Margaret and the heirs of her body legitimately engendered, of the aforesaid Hugh his heirs and assigns by paying 6s. yearly at two terms of the year in equal portions &c. And should it happen that the aforesaid Margaret die leaving no heir of her body legitimately engendered then all the aforesaid lands and tenements with their belongings shall revert in their entirety for all time to the aforesaid Hugh and his heirs. Dated at Bampton Cundale Thursday next before the Feast of St. Mary Magdalene 4 Henry IV. As witness these:—Richard de Soureby, Chaplain, John Milnethorp, Thomas Tewer and others.

XVII.—RELEASE BY WILLIAM DE LAWESITE, SENIOR, TO HUGH DE SALKELD, JUNIOR (NOVEMBER 28TH, 1406).

Noverint universi per presentes me Willm de Lawesit seniore remisisse relaxasse et omnino pro me et heredibus meis in perpetuum quietum clamasse Hugoni de Salkeld heredibus et assignatis suis totum jus et clameum quod habui habeo seu quovismodo in futurum habere potero de omnibus terris tenementis redditibus et servitiis cum omnibus suis pertinentiis infra villas de Shapp Ormesheved et Askeby. Ita quod nec ego predictus Willus nec heredes mei nec aliquis alius nomine nostro aliquid jus vel clameum in predictis terris &c. poterimus. Dat. die dominica proxima ante fest. Sti. Andree. 8. Hen. IV.

Know all by these presents that I William de Lawesit the elder have remitted and released and altogether for myself and my heirs for ever renounced to Hugh de Salkeld his heirs and assigns, all right and claim which I had or have or in any way in the future could have in all the lands tenements rents and services with all that thereto belongs within the townships of Shap Ormeshed and Asby : So that neither I the aforesaid William nor my heirs nor any one else in our name can put in any claim to any right in the aforesaid lands &c.

Sunday next before St. Andrew's Day, 8 Hen. IV.

XVIII.—GRANT BY HUGH DE SALKELD, JUNIOR, OF RENTS TO WILLIAM DE LAWESIT AND MARGARET HIS WIFE (1407).

Omnibus &c. Hugo de Salkeld salutem &c. Noveritis me concessisse per presentes Wilhelmo de Lawesit de Nateby et Margarete uxori ejus unum annum redditum 26 solidorum et 8 denariorum legalis monete Anglicane exeuntem de omnibus terris et tenementis meis cum pertinentiis infra villas de Askeby magna Mewburn Mauld Bampton Patrik et Bampton Cundal et Barton in Comitatu Westmerlande :

To all &c. Hugh de Salkeld greeting. Know ye that I have granted by these presents to William de Lawesit of Nateby and Margaret his wife an annual rent of 26s. and 8d. of lawful money of England arising from all my lands and tenements with their belongings within the townships of Great Asby Meaburn Maud Bampton Patrick Bampton Cundal and Barton in the County of Westmorland :

E

habendum et percipiendum prefatis Willelmo et Margarete et assignatis ad terminum vite eorundem.

Datum die Martis proxima ante festam Ascensionis Domini 8. Hen. IV.

be had and taken by the aforesaid William and Margaret and their assigns for the term of the lives of both.

Dated Wednesday next before Ascension Day 8 Henry IV.

XIX.—QUITCLAIM OF RIGHTS TO PASTURE BY SHAP ABBEY
(SEPTEMBER 14TH, 1411).

Omnibus &c. Robertus Abbas de Hepp et ejusdem loci Conventus salutem &c. Cum Petrus de Rosgill per cartam suam inter alia dederit &c. ecclesie beate Marie Magdalene et canonicis Premonstratensis Ordinis ibidem Deo Servientibus communiam pasture in campo de Rosgill ducentis ovibus prout in eadem carta plenius continetur, noverit Universitas vestra nos prefatum Abbatem, et conventum dictam communiam pasture in dicto campo de Rossegill Hugoni de Salkeld Roberto de Louthre militibus, Willo de Louthre Johanni de Crakenhorpp Johanni de Perdyshowe Johanni de Burgham capellanis, Willo de Egremund persone ecclesie de Werkynton et Johanni Millthorp Junior nunc tenentibus ejusdem Campi et heredibus et assignatis dicti Hugonis de Salkeld remisisse relaxasse et quietum clamasse &c. Ita quod nos Abbas &c. aliquam communiam pasture &c. exigere nec &c. poterimus in posterum sed simus exclusi

To all &c. Robert Abbot of Hepp and the Convent of the same place greeting &c.

Whereas Peter de Rosgill by his charter gave &c. amongst other things to the Church of the blessed Mary Magdalene and the Canons of the Premonstratensian Order there serving God, common of pasture in the open field of Rosgill for 200 sheep, as in the same charter is more fully contained: Know all of you that I, the aforesaid Abbot, and the Convent have remitted released and renounced all claim to the said common of pasture in the said open field of Rosgill in favour of Hugh de Salkeld and Robert de Lowther knights; William de Lowther John de Crakenhorpp John de Pardshaw John de Brougham chaplains William de Egremont rector of Workington and John Millthorp junior now tenants of the same open field, and the heirs and assigns of the said Hugh de Salkeld. In such wise that we the Abbot &c. can here-

in perpetuum. Proviso quod si contingat &c.

Dat. apud Hepp die lune prox. ante festam Sti Mathei Evang. 13 Hen. IV.

after claim no right &c.

Provided that if it happen &c.

Dated at Hepp, Monday next before the feast of St. Mathew the Evangelist. 13 Hen. IV.

XX.—GRANT BY AMICE DE PARDSHAW TO HUGH DE SALKELD OF ROSGILL, JUNIOR (JULY 7TH, 1416).

Sciant presentes et futuri quod ego Amicia de Pardishowe nuper uxor Johannis de Pardishow armigeri de Comitatu Cumbrie dedi concessi et hac (presenti) carta indentata confirmavi Hugoni de Salkeld de Rossegill in Comitatu Westmerlande totum statum meum quod habeo (vel habui ?) in manerio de Pardyshow cum pertinentiis, hameletta ville de Dene, in Comitatu Cumbrie ac etiam in omnibus aliis terris redditibus et servitiis &c. infra villam de Dene predictam: habendum et tenendum prefato Hugoni et assignatis &c. de Capitalibus dominis feodi illius per servitia inde debita &c.: reddendo inde per annum michi prefate Amicie et assignatis ad terminum vite mee ad duos anni terminos, videlicet ad festas Sti Martini et Pasche equis portionibus 10 marcas legalis monete &c.

Et si contingat quod predictus redditus 10 marcarum a retro fuerit in parte vel in toto per unum quaterium anni

Know all living and all to be that I Amice de Pardshaw lately wife of John de Pardshaw gentleman of the County of Cumberland have given granted and by this present charter of indenture have confirmed to Hugh de Salkeld of Rosgill in the County of Westmorland all my estate which I have (or had) in the manor of Pardshaw with its belongings (a hamlet of the township of Dene in the County of Cumberland) and also in all other lands rents and services &c. within the township of Dene aforesaid: to be had and held by the aforesaid Hugh and his assigns &c. of the chief lords of that fee by the services thence owed &c.: by giving to me the aforesaid Amice yearly and to my assigns while my life lasts at two terms of the year namely St. Martinmas and Easter by even portions 10 marks of lawful money of England &c.

And if it happen that the aforesaid rent of 10 marks should be in arrears in whole

tunc bene liceat &c. reentrare &c.

Datum apud Pardishowe predicta die martis in festa Translationis Sti Thome Martyris 4 Hen. V.

or in part for a whole quarter of a year then it shall be lawful for the said Amice &c. to distrain &c. Dated at Pardshaw aforesaid, Wednesday the Feast of translation of St. Thomas the Martyr 4 Henry V.

XXI.—ENTAIL BY INTERIM FEOFFEES ON HUGH DE SALKELD'S HEIRS (WEDNESDAY, MAY 20TH, 1433).

Sciant presentes et futuri quod nos Willelmus Milneron de Rosegill et Henricus Hudson dedimus et concessimus et hac presenti carta nostra indentata confirmavimus Thome de Salkeld filio Hugonis de Salkeld medietatem del Whalebank in Gnype in parochia de Bampton Cundale et Bampton Patrik, omnia terras et tenementa in tenura Johannis Robynson de Butterwik ibidem, tres bovatas terre in tenura Johannis Copeland et Johannis Mason de Gnyp cum omnibus suis pertinentiis que habuimus ex dono et feoffamento (predicti) Hugonis simul cum aliis terris et tenementis in villis predictis: habenda et tenenda omnia predicta terras et tenementa (redditus) et servitia cum omnibus suis pertinentiis prefato Thome de Salkeld ad terminum vite sue. Ita quod post decessum dicti Thome omnia predicta terre tenementa redditus et servitia cum suis pertinentiis integre remaneant Hugoni de Salkeld patri dicti Thome and heredibus de corpore suo legitime procreatis.

Know those living and those to be that we William Milneron of Rosgill and Henry Hudson have given and granted and by this our present charter of indenture have confirmed to Thomas de Salkeld son of Hugh de Salkeld a moiety of Whalebank in Gnype in the parish of Bampton Cundal and Bampton Patrick, all the lands and tenements in the occupation of John Robynson of Butterwick there, and 3 bovates of land in the occupation of John Copeland and John Mason of Gnyp with all their belongings which we have by the gift and enfeoffment of (the aforesaid) Hugh, together with all other lands and tenements in the aforesaid townships: to be had and held, all the aforesaid lands and tenements (rents) and services with all their belongings to the aforesaid Thomas de Salkeld for the term of his life. In such wise that after the death of the aforesaid Thomas all the aforesaid lands tenements rents and services with their belongings

Et si contingat dictum Hugonem obire sine herede de corpore suo legitime procreato quod tunc omnia predicta terre et tenementa redditus et servitia cum pertinentiis integre remaneant rectis heredibus dicti Hugonis in perpetuum. In cujus rei testimonium huic presenti carte nostre indentate sigilla nostra apposuimus. Dat. 20 die mensis Maij 11 Hen. VI.

may remain in their entirety to Hugh de Salkeld father of the said Thomas and the heirs of his body legitimately engendered. And should it happen that the said Hugh die leaving no heir of his body legitimately engendered, then all the aforesaid lands and tenements rents and services with their belongings may remain to the right heirs of the said Hugh for all time. In attestation of which we have affixed to this our present charter of indentation our seals. Dated 20 May 11 Hen. VI.

XXII.—MARRIAGE AGREEMENT FOR THE ESPOUSALS OF JOHN DE TYMPARON AND CHRISTIAN DE DERWENTWATER
TYMPARON (1362).

Ceste endenture fait parentre nous Johan de Derwentwatre chivaler dune parte et Sire Heu (?) de Greystoke cleric et Johan de Tympauron dautre parte testmoigne qe accorde est entre les parties avantditz en le manere q ensuit, cest assavoir qe lavantdit Johan de Tympauron esposera Cristiane la fele del avandit Mons Johan et ferra estate al avantdite Cristiane de tous ses terres et tenements in Ayragh et en Ullayk a eux et a les heires engendrez de les corps lavantdit Johan de Tympauron et Cristiane sa femme, et sils neiert heir de lur corps engendre q adonqes tous les terres et tenements remainent a les

This indenture made between us John de Derwentwatre knight on the one part and Sir Heu (?) de Greystoke cleric and John de Tympauron on the other part bears witness that it is agreed between the parties aforesaid in the manner following, that is to say that the aforesaid John de Tymparon shall marry Christiana the daughter of the aforesaid Sir John and shall convey an estate to the aforesaid Christiana, from all his lands and tenements in Ayragh (Airey) and in Ullayk (Ullock ?) for them [John and Christiana] and the heirs engendered of the bodies of the aforesaid John de Tymparon and Chris-

droit heirs Johan de Tym-
pauron, et pur cel acorde
faite lavantdit Mons. Johan
graunte pur ly et ses heirs èt
ses executurs a paier en Car-
doill al avantdit Sire Hugh (?)
ou a autre qe il assignera al
oeps del avantdit Johan de
Tymparon xxv mercs, als fest
de Seint Martin proschen
avenir v mercs, als feste de
Pentecouste proschen ensuant
(v mercs) et () v mercs
a les festes et lieu avantditz
tanqz les 25 mercs avantditz
soient plenment paiez. Et
sil aveigne qe lavantditte Cris-
tiane devie deinz les termes
de paiements avantditz qe del
jour de sa mort lavantditz
Mons Johan e ses heirs et ses
executors soient assouz et
quitz de paiements duz as
termes a donqes avenir, sils
neyent heir entre eux engen-
dres au temps de son mori-
anc(e), issuit toutefoitz qe si
rien i soit a derier en paie-
mentz devant le dit jour de
la mort lavantditte Cristiane
qe lavantditz Mons Johan et
ses heirs e ses executores facent
entier gree. Et ausuite lavant-
ditz M. Johan trouvera a les
Johan de Tympauron et Cris-
tiane sa femme e a lour
enfantz resonable sustenance
et vesture tanqz ils soient de
suffisant estat de biens destre
mis a lur meson demesne, et
trouvera alavantditz sa reson-
able chambre. Et a les coven-
ents avantditz fermement

tiana his wife: and should
they have no heir engendered
of their bodies then the whole
of the lands and tenements
shall remain to the right heirs
of John de Tymparon: and
for this agreement made the
aforesaid Sir John agrees for
himself his heirs and executors
to pay at Carlisle to the afore-
said Sir Hugh (?) or to his
assigns for the use of the
aforesaid John de Tymparon
25 marks; at the feast of St.
Martin next ensuing 5 marks,
at the feast of Pentecost next
ensuing (5 marks) and ()
5 marks at the feasts and place
aforesaid until the 25 marks
aforesaid shall be fully paid.
And should it happen that the
aforesaid Christiana die within
the terms of payment afore-
said, that from that day forth
of her death the aforesaid Sir
John and his heirs and his
executors shall be freed and
discharged from the payments
due at the ensuing terms if
they have no heir engendered
between them at the time of
her death: it being under-
stood always that if anything
be in arrears in the payments
before the said day of death of
the aforesaid Christiana that
the aforesaid Sir John and his
heirs and executors shall make
complete satisfaction. And
also the aforesaid Sir John
shall find for John de Tym-
paron and Christiana his wife
and their children reasonable

tenir en touz pointz lavantditz M. Johan et laventditz Johan de Tympauron obligent eux et lour heirs et lour executors de une parte et de lautre sur lour faie et leaute a payne de xx lire a payer a prochene terme de Pentecost a pres la date de cestes en cas qe le un ou lautre seit volontrement trouve endefault. En testi-moignauce de la quele chose lun a lautre ount chang(e)ablement mis lour seals.

Don a Cardeill le 5 jour daugst lan du regne roys Edward tierce a pres la conquete xxxvime.

sustenance and clothing until they are of sufficient estate in goods to be placed in their own home, and till then shall provide them with a reasonable apartment. And to the intent that the aforesaid agreements may be firmly adhered to in all points the aforesaid Sir John and the aforesaid John de Tymparon bind themselves and their heirs and their executors on the one part and on the other on their faith and honour in the forfeit of £20 to be paid at the next term of Pentecost after the date of these presents in case the one party or the other shall be found willingly in default. In attestation of which each party has placed seal to the (indenture) of the other.

Given at Carlisle Aug. 5,
36 Edw. III.

A.—GRANT BY GILBERT F. ROGER F. REINFRED TO THOMAS GOSPATRIKSON (LATE TWELFTH CENTURY; COPY IN SIXTEENTH CENTURY DOCUMENT).

Sciant tam presentes quam futuri quod ego Gilbertus filius Rogeri filii Reinfrid concessi et hac carta mea confirmavi Thome filio Gospatricii omnes terras suas in Kendall, scilicet Holme Prestona et Hutton cum omnibus pertinentiis suis sibi et heredibus suis tenendum de me et heredibus meis per rectas divisas suas libere quiete et honorifice per servitium 4(te) partis feodi unius militis et pro hoc servitio predictus

Know all living and all to come that I Gilbert son of Roger son of Reinfred have granted and by this my charter have confirmed to Thomas son of Gospatrik all his lands in Kendall: viz. Holme, Preston and Hutton, with all that thereto belongs: to be held by him and his heirs of me and my heirs according to its rightful bounds in free unburdened and honourable tenure by the service of one fourth part of

Thomas et heredes sui erunt quieti versus me et heredes meos de 43s. quos idem Thomas et antecessores sui solebant reddere annuatim de servitio et cornagio de predicta terra.

Quare volo quod supradictus Thomas et heredes sui teneant supradictam terram infra rectas divisas suas cum omnibus libertatibus et liberis consuetudinibus ad eandem terram pertinentibus, in bosco, in plano in vastis et asertis* in pratis in pascuis in aquis in molendinis et in omnibus aliis locis* exceptis cervis et bissetis et songleris et locis* qui in manu mea et heredum erunt. Ita tamen quod se* prenomi-natus Thomas et heredes sui infra predictas rectas divisas predictarum terrarum ubicunque voluerint, poterunt asertare* et edificare et eirare.* Et pro hiis libertatibus idem Thomas dedit mihi viginti marcas argenti et unum dextrarium. Testibus his :— Rogero fil. Reinfrid, Hugh* de Morvill Reinfrid de Dreweria Gilberto de Lanc(astre) Gervasio de Aencurda Roberto de Betham Ver. fil Osolphi Rogero de Bello Campo, Jeffro* de Mayinate (?), Rogero der* Burill et multis aliis.

one knight's fee; and for this service the aforesaid Thomas and his heirs will be quit towards me and my heirs of 43s. which the same Thomas and his ancestors were wont to pay annually for service and cornage for the aforesaid land.

Wherefore I will that the abovesaid Thomas and his heirs shall hold the abovesaid land within its rightful bounds with all liberties and free customary dues belonging to the same land; in woodland and open land in wastes and clearings in meadows and pastures in streams and mills and in all other matters except stags and hinds and boars and matters which are (kept) in my hands and the hands of my heirs. And be it clear that if the aforesaid Thomas and his heirs shall wish to clear (woodland) and to build and to plough within the rightful bounds of the aforesaid lands they may do so wherever they wish. And for these liberties the same Thomas has given to me 20 marks of silver and a warhorse. As witness these Roger son of Reinfrid, Hugh de Morvill, Reinfrid de Drewery, Gilbert de Lancaster, Gervase Deyncurt, Robert de Betham, Ver son of Osulf, Roger de Beauchamp, Jeffrey de Mayinate (?), Roger de Burill and many others.

* Sic in MS.

B.—AGREEMENT BETWEEN PATRICK, SON OF THOMAS, AND THE ABBEY OF SHAPP (SIXTEENTH CENTURY COPY).

Conventio inter dominum Patricium filium Thome anno gratie 1249 in festo Hillarii. Qui dedit Abb(ati), vallem de Sleddall in Hepp per divisas : a capite rivoli que vocatur Suremyresik a parte Aquilonia predicte vallis sicut rivulus descendit in aquam de Sleddall, et sic ascendendo per eandem aquam ad Rogerskalbek, et sic ascendendo per eundem rivulum versus austrum extra nemus usque ex opposito magni lapidis jacentis super alium. Et deinde ascendendo versus Austrum usque ad summitatem montis sicut aqua pluvialis versus dictum vallem de Sleddall, et sic totam vallem circumquaque et ex omni parte sicut aqua pluvialis descendit versus eandem vallem usque perveniatur ex opposito capite predicti rivuli de Suremy[red]jeb.† Salvo Patricio et heredibus venariis ibidem : Salvo Abb(at)i indempnitate cum venabuntur. Et habeat Abbas forestarium portantem arcum et sagittas faciendo tamen fidelitatem Patricio et heredibus. Et purgabit se lege communi in curia Patricii. Et si non, emendabit et amovebitur et alius substituetur. Et habeat Abbas communiam musce more bosci et pasture

An agreement [was made] in the year of Grace 1249 in the feast of St. Hilary between Patrick son of Thomas [and the Abbot of Shap], who gave to the Abbot the valley of Sleddale in Shap* according to its bounds : (viz.) beginning at the head of the stream called Suremyresike in the north part of the aforesaid valley and then [going] as this stream descends into the water of Sleddale, and so ascending by the same stream to Rogerskalbek, and thus ascending by the same stream southwards to the summit of the mountain as the rain water goes towards the said valley of Sleddale, and so (embracing) the whole valley everywhere and on every side as the rain water descends towards the same valley till a point opposite the head of the aforesaid Suremyresik is reached. Saving to Patrick and his heirs the beasts of the chase, there : saving to the Abbot any damage when they shall hunt. And the Abbot shall have a forester bearing bow and arrows who shall do fealty to Patrick and his heirs. And he shall clear himself (of any charge) by the common law in Patrick's court, and if he

* Wet Sleddale.

† Sic.

omnimodis [] a capite aque magne Mosdall versus austrum et orientem ubique infra divisas usque ad pasturam monachorum de Belland sicut eadem aqua magne Mosdall descendit de divisis de Kendall per fundum ejusdem vallis de Mosdall usque in Swyndell beck, et sic descendendo per eandem aquam usque in aquam de Lowther, excepto bosco subtus Ketomyre (?) in Mosdall: ita quod nec Patricius nec Abbas capiunt boscum sine mutuo consensu. Salvo Patricio skalingis et clausis nunc. Concessit etiam Patricius liberam viam eundi et redeundi cum omnibus av(eriis) predictis. Et pro hac Abbas quietum clamavit totam communiam in foresta Patricii quam habuerunt ex dono Thome filii Gospatricii et Thome filii Thome in locis predictis usque in aquam de Lowther a parte occidentali et boreali. Harragi(a) Abbatis et Patricii simul communicabunt infra divisas ville de Hepp, salvis clausis et claudendis utriusque partis. Testibus: Silvestro episcopo Carliell dno Waltero de Hulvesby tunc Archid. ejusdem loci. Rad. de Aynecourt, Johe de Morvill, Roberto de Askeby, Rado de Nottingham tunc Vicecom. Westmerlandie Mro Willo de Goldington Matheo de Rosse-

do not he shall amend the wrong and shall be removed and another substituted. And the Abbot shall have common of moss and moor and wood and pasture for all kinds of his beasts beginning from the head of the water of Great Mosdale southwards and eastwards everywhere within the bounds to the pasture of the monks of Byland according as the same water of Great Mosdale descends from the bounds of Kendal by the bottom of the same valley of Mosdale unto Swyndalebeck, and so descending by the same water into the water of the Lowther: except the woodland under Ketomyre (?) in Mosdale, so that neither Patrick nor the Abbot may take (?) [the] wood without mutual consent. Saving to Patrick the shielings and closes now existing. Patrick granted also a free way for going and returning with all the beasts aforesaid. And for this the Abbot has renounced claim to any of the common in Patrick's forest which he had by gift of Thomas Gospatrikson and Thomas son of Thomas in the aforesaid places in the north and west as far as the water of Lowther. The herds* of the Abbot and Patrick shall have common together within the bounds of the township of

* Or studs, probably both herds and studs is meant.

gill, Willo le Francis, Rolando de Revegill, Roberto le Francis, Rogero Mo(n)ting, et aliis.

Hepp, saving the closes and parts that will (hereafter) be enclosed belonging to either party. Witnesses: Silvester bishop of Carlisle, Sir Walter de Ulvesby the Archdeacon of the same place, Ralf de Eyncurt, John de Morvill, Robert de Asby, Ralf de Nottingham, at the time sheriff of Westmorland, Mr. William de Goldington, Mathew de Rosgill, William le Franceys, Roland de Revegill, Robert le Franceys, Roger Mo(n)ting and others.

ASSIZE ROLL 1426 B (EXTRACT).

Appleby; Mōnday, the Vigil of the decollation of John the Baptist
14 Edw. III. Aug. 28, 1340.

Question before the Assize.

Whether Robert de Rossegill John Nouthird Thomas del Hale and others unjustly &c. disseised Hugh de Ormesheved of his free tenement in Great Ormesheved, namely of a moiety of one acre of grazing &c. Robert and the others did not appear, but a William de Thornburgh answered for them as representative. On behalf of Thomas and John he stated that they had nothing in the matter. On behalf of Robert, the holder of the tenements, he stated that a certain Anketin de Meinwaryn was lord of the aforesaid township and granted and by his charter confirmed to a certain Robert Orm's (son) with Christiana daughter of the aforesaid Anketin in frank marriage one fourth part of Ormesheved, ancestors of the aforesaid Robert de Rossegill, whose heir he is, to be held by them in the form aforesaid for all time. And he stated that he (Robert) held that portion in common with the aforesaid Hugh who is lord of 3 portions of the same township; and Hugh was seised, at his own will, in three portions without any injury or disseisin wrought by him. And &c. he places himself upon the assize. The Jury (recognitores) elected by consent of Hugh and (William de Thornburgh) say on oath that subsequent to the day on which this writ was obtained the aforesaid Hugh and Robert depastured the aforesaid grazing land in common. Hence they were both seised in it. Therefore it was agreed that Hugh gain nothing by this

assize but is at the mercy of the court for a false claim &c. And Robert and the others were let go "sine die &c."

NOTES TO THE THORNBURGH PORTION OF THE PEDIGREE.

The notices of this family in Records, so far as I have seen them, are but few. And there are discrepancies which cannot be reconciled between these and the pedigree given in Harl. MS., 1374, in Brit. Mus. and in the pedigree said to have been compiled by Sir Daniel Fleming and to have been kept at Selside Hall. Up to the time of William, who died in the reign of Henry VI., and was said to have married Eleanor, daughter of Richard Musgrave, even the personal names are almost entirely different. I have felt it necessary in consequence to add the following tabulation which gives the data on which the pedigree I present rests, and includes almost everything which I have seen in mediæval records relating to this family up to that point.

- 1259.—*Rot. Cur. Reg.*, 162, 43 *Hen. III.*—Case between the Abbot of Heppe and Gilbert de Bereburn and Joan his wife and Amice her sister about land in Reuegil adjourned.
- 1263.—*Levens Charters.*—Agreement between the Abbot and Convent of Hepp, and Gilbert de Bereburn and William de Lasceles and Joan and Amice their wives and Agnes, sister of Joan and Amice, about half an oxgang in Reuegil which had belonged to the father of these, Roland de Rosgill.
- c. 1263.—Grant by Amice, dau. of Roland de Rosgill, to Roland de Thornburgh of land in Sleddal (*Levens Charters*).
- 1278-9.—*Assize Roll* 981.—Roland de Thornburgh holds land in Reagill and Meaburn Maud of the Abbey of Hepp.
- c. 1291.—Grant by William, son of William de Lassels, to Roland de Thornburgh and Alice his wife of land in Sleddale Brunolf which had belonged to his mother, Amice dau. and coh. of Roland de Rosgill (*Levens Charters*).
- 1291-4.—Two releases of this land (*Levens Charters*).
- 1292.—*Assize Roll* 987.—Roland de Thornburgh and Roland de Patton have a case against Philippa, widow of Roger de Lancaster, about land in Strickland Ketel.
- 1300.—*Assize Roll* 990.—William de Thornburgh is bailiff for Nicholas de Layburn in a case before Assize.

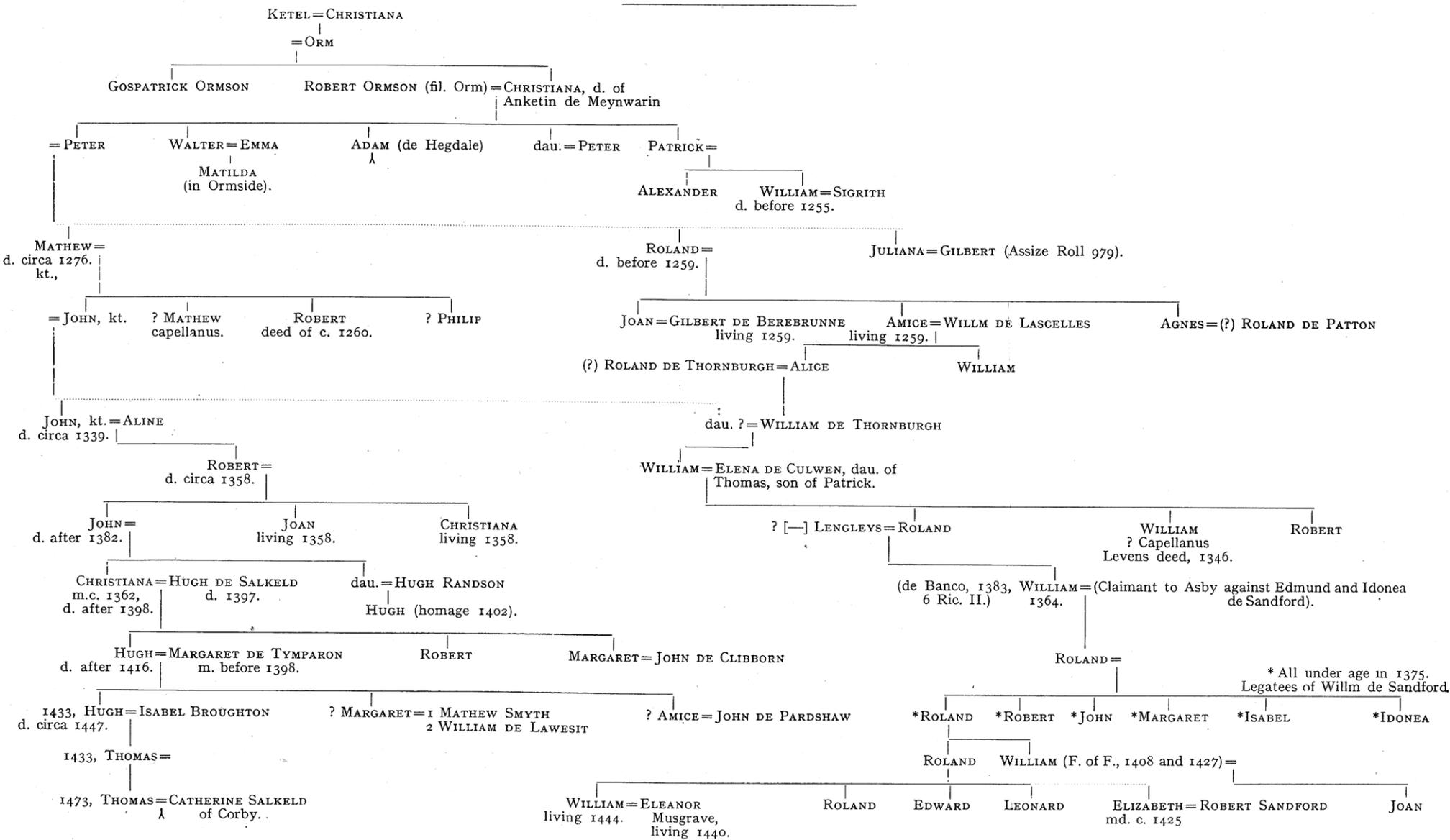
- 1330.—William de Thornburgh is witness to a de Lancaster deed.
- 1332.—William de Thornburgh entered for Subsidy at Selsahit (Selside); *Lay Subsidy Roll* 195.
- 1334 and 5.—William de Thornburgh witness to de Lancaster deeds.
- 1338.—Assize Roll 1425.—William de Thornburgh has land in Strickland Ketel.
- 1339.—William de Thornburgh witnesses a de Lancaster deed.
- 1340.—William de Thornburgh is bailiff for Robert de Rosgill in the case against Hugh de Ormesheved (*Assize Roll* 1426b).
- 1343.—Entail of Rosgill, with remainders to William de Thornburgh and his sons and right heirs.
- 1344.—William de Thornburgh, witness to a Lowther deed.
- 1351.—Assize Roll 1440.—Roland de Thornburgh and his mother Elena, widow of William, in a case brought against them by William de Culwen, uncle of Elena.
- 1353.—Assize Roll 1453.—Roland de Thornburgh in a case (not prosecuted) against Joan, dau. of Robert de Rosgil.
- 1355.—Roland de Thornburgh on the Inq. p. mortem of Roger de Lancaster.
- 1358.—Roland de Thornburgh gives release for debt to Joan de Rosgill and her sister.
- 1367.—Roland de Thornburgh an arbitrator in a dispute about the claims of the rector of Lowther (*Lowther Charters*).
- 1374.—Roland de Thornburgh and William de Thornburgh are witnesses to the release by interim feoffees of the manor of Askham to William de Sandford senior and his heirs (*Lowther Charters*).
- 1375.—Roland de Thornburgh receives from the executors of William de Sandford senr. legacies for his children specified, under age (*Lowther Charters*). This must be Sandford, not Langleys relationship.
- 1375.—Roland de Thornburgh and William de Thornburgh are witnesses to the surrender of land in Askham to Edmund de Sandford (*Lowther Charters*).
- 1379.—*Feet of Fines*.—William de Thornburgh—land in Gt. Strickland.
- 1383.—*de Banco Roll*.—Claim by Edmund de Sandford and Idonea his wife against William de Thornburgh by descent from Lengleys of land in Little Asby, rent in Great Asby and the manor of Little Asby. In *Assize*

- Roll* 1490 of the same year is a claim by Edmund and Idonea against interim feoffees of lands in Great Asby, Bampton Patrick and Bampton Cundal, by the same descent. The claim on both sides in this must be Lengleys descent.
- 1388.—William de Thornburgh on the Inq. p. mortem of Roger de Clifford.
- 1408.—*Feet of Fines*.—Richard son of Richard de Ros and Joan, daughter of William de Thornburgh, junior, and Joan's son John; land in Witherslack.
- 1416.—*De Banco Roll*.—William Thornburgh for debt vers. Richard Bellingham.
- 1419.—Lease of Meaburn Maud to Roland Thornburgh for 10 years (*Lowther Deeds*).
- 1427.—*Feet of Fines*.—Entail of lands on William, son of Sir Roland Thornburgh and Eleanor his wife: remainders to his brothers and the right heirs of William Thornburgh senior.
- 1432.—William Thornburgh and Oliver on Inq. p. mortem of Wm. Stapelton.
- c. 1435 or 1438.—Early Chancery Proceedings.—William Thornburgh of Meaburn in attack on Robert Crackenthorpe (see *Transactions*, N.S., x., 489).
- 1431.—Lease to William Thornburgh for 20 years of Meaburn (see *Transactions*, N.S., xii., 374).
- 1440.—*Feet of Fines*.—William and Eleanor Thornburgh sell land in Brougham to Thomas Burgham.

In the Sandford Pedigree Robert Sandford is stated to have married Elizabeth Thornburgh. Robert and Elizabeth Sandford occur in an Askham Charter of 1426. This marriage perhaps settled disputes between these families for possessions in Asby.

Various other members of the Salkeld family occur in fifteenth century documents; but I have not sufficient evidence as yet to place them, even approximately, on the stem.

de Rosgill and de Thornburgh.



TO FACE P. 62.

ERRATUM ABOVE :—Connect Robert Ormson *not* Christiana with Orm.