

ART. XXIV.—*De Cundal, Bampton Cundal and Butterwick*. By the Rev. FREDERICK W. RAGG, M.A., F.R. Hist. Soc.

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BAMPTON with its moors, its loveliest of lakes, Haweswater, its ancient forest precincts, its streams and its valley, was an evidently coveted possession. For scions of such families as Musgrave, Machel, Lengleys, Sandford, Salkeld and Lowther, and Preston, as well as the once flourishing Abbey of Shap, were ready to have shares in some of its advantages. But there were owners of whom we have traces before these. At an earlier time and before the date when the Premonstratensian Abbey was transplanted to Shap from Preston Patrick it had been held by three families of owners, the family of Gospatrik son of Orm (de Culwen), the family of Tailbois whose origin has been so much in question and the family of de Cundal, the very name of which shows them to have come thither from the wapentake of Hallikeld in Yorkshire. This transplantation, however, was not altogether singular, nor was it a solitary case of movement from Yorkshire in the direction of the north-west. Gospatrik's origin shows the same thing, and the names of other Westmorland owners too. Names occur among them which are found in the Yorkshire Domesday Book, but not showing so distinctly as de Cundal the actual locality from whence they came.

When we seek to know what caused this flow north-westwards of settlers in new ground we have to realize, in order to get the right answer, that they were not settlers from a country over-sea, either taking possession of empty country-sides or driving aboriginal settlers out.

There were great owners of all the districts, even of the far-reaching wastes and forests and, without their consent, entrance would be intrusion and the result disastrous to the intruder. Moreover, the more we investigate, the more we find that even in those portions of Northumbria—of Bernicia and Deira, too—wasted by William I., and by others after him, there was, at the background of men's thoughts and feelings, a stubborn law of possession and of right which it was not easy to break through, though broken through it was at times. It remained even through changes of dynasty, usurpation and the complex arrangements of possession and position of direct owner, mesne lord, overlord and supreme lord, which interfered with territorial possession, even in the boundaries of kingdoms. And the long feuds existing between the English and the Scottish sovereigns had their effects in the north of England, and as fully in the tenures of the owners of freeholds as in those of the owners of manors and of baronies.

About the Culwen owners, Gospatrik's progeny, I have already written. About the Tailbois owners the time will come when I get to Cliburn history; to the Cundal family I now turn.

Their first appearance is somewhere about the middle of the 12th century, rather before that, perhaps, than after it. And the family appears here and in Cumberland also, not very far from Corby, only a little later (Prescott, *Reg. of Wetherhal*), where Henry de Cundal is witness to the charter of the Chapel, between 1161 and 1165. Henry must have been son of Ralf, the second owner of Bampton Cundal and grandson of the first William, who gave to Huctred, son of Ravenkil (these *Trans.* N.S. xix) land in Gnype. Henry came into ownership of Bampton after 1176, and the names thenceforth of the Cumberland and Bampton possessors coincide.

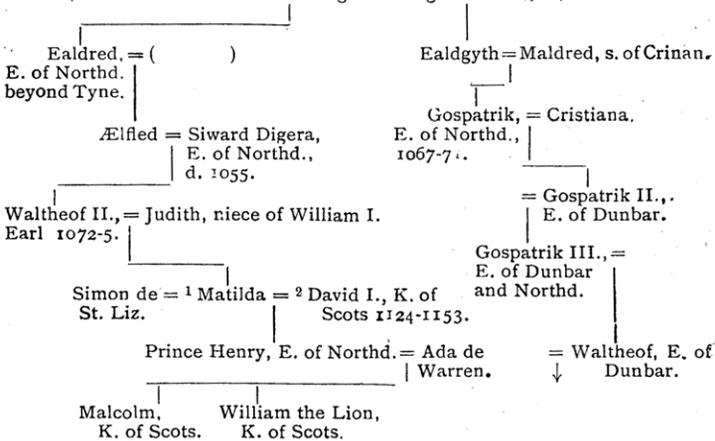
To grasp the history properly, it is well to begin with the

entry in *Domesday* which gives Cundal. It is there described as a manor with two berewicks—detached portions of a manor which apparently had some sort of independent rights for its inhabitants but were dependent on the lord in other respects. It had also six hamlets which belonged to it, making its manorial court a sort of tiny barony. Much of it was waste at the time of *Domesday*. It had belonged to a Waltheof (Wallev) who owned other manors also, and its immediate owner under Robert, earl of Moretain, half brother of William I., was Alvred (Alfred), most probably the English freeholder, kept on in his desolated heritage. Waltheof's name reminds one of the earls of Northumberland of Gospatrick's line and possibly he was some relative of theirs. William, earl of Moretain, son of Robert, rebelled against Henry I. and Henry granted the Moretain estates to his nephew Stephen of Blois and added afterwards the Honour of Lancaster, a consolidation of various fiefs of forfeited owners—Roger the Poictevin and others. The Moretain estates contained many manors in Yorkshire, including Cundal. When Stephen seized the crown, Roger de Mowbray, son and heir of Nigel de Albini, to whom Henry I. had granted the earldom of Northumberland, was under age and was accordingly in ward to Stephen by the feudal custom of military tenure, and could not succeed till he was old enough. It would seem that some possessions in Yorkshire had been among those of Nigel de Albini, but none are shown in *Domesday* as belonging to the Mowbray fiefs, and, moreover, the parish in which Byland Abbey and Newburgh Priory are situated, which belonged to Alan of Brittany, seems to have been in the hands of Roger, or he could not have given the sites.

One of Stephen's earliest difficulties in England, after he seized the crown, was the invasion of Northumberland and capture of four towns there, and of Carlisle, by David, king of Scots, partly in the interest of the daughter of

Henry I. called the Empress and partly in his own. This was in 1136. The end was a conference between the two kings. Stephen had to consent to give up Carlisle and the region belonging unto it to David, and to confirm Henry, King David's son, in the earldom of Huntingdon, which was his inheritance through his mother, including the earldom of Northampton also; and to promise that Earl Henry's claim to the earldom of Northumberland should be fairly tried, if that earldom was granted again at all. The claim of the son of the king of Scots to this was his being grandson of Waltheof, earl from 1072 to 1075, whose daughter * King David had married when she was widow of Simon de Seint Liz, and before he became king. Stephen did nothing to make this promise good; for, in fact, to do this was to deprive Roger de Mowbray, son and heir of Nigel de Albini, who had held the earldom, of his inheritance, not an easy thing for a king who was usurping the throne to do to one who had great possessions, when he was in need of strong adherents. This brought fresh invasion by the Scots with more than one set of atrocities which compare with those of these last

* This pedigree shows the descent of the claim :—
 Uhtred, E. of Northumberland = ¹ Ecgfrid = ² Sigen = ³ Ælfgifu, d. of Ethelred II



years that apparently many seem already to forget to regard with horror. The fine resistance to the invaders followed, inspired by the Archbishop of York, aged and infirm but loyal to his country, and in the Battle of the Standard, Roger de Mowbray leading his feoffees was one of the chief figures. Some others of the nobles too, a Bruce and a Balliol among them, acted nobly for their country's sake against their apparent interests. A legate from Rome on his way to Ireland came to the combatants while the war was still on and negotiated a truce, and his work was followed up by that of Stephen's wife, Queen Maud, who was niece of David, king of Scots. The result was a peace. The earldom of Northumberland was given to Henry, David's son, except two towns, in lieu of which two other towns further south were to be given. The barons in the earldom were to do homage to Henry, if they chose, reserving Stephen's supreme right; and David of Scots and Henry were to remain faithful to Stephen as their liege lord in these possessions. David gave five hostages of fidelity—a son of Gospatrik the earl, a son of Hugh de Morville (founder of Dryburgh), a son of Earl Fergus (lord of Galloway), a son of Mal[dred?] and a son of Mac[...].*

Roger de Mowbray, not of age even at the battle of the Standard, was thus cut entirely out of the Northumbrian earldom, which, while Henry the Scottish heir lived, went to him, and after his death was held by Gospatrik III. for some time, till his death in 1155; then apparently to his son Waltheof for a time. But the strength of Henry II. seems to have been able to wrest it out of Scottish hands and include it entirely in England, but not till after the war of 1173.

What had been done to compensate Roger de Mowbray we only learn incidentally from various *Inqq. p. mortem* of his descendants and from the grants he made and the

* The names lost.

religious houses he founded and endowed. One of these was the Priory of Newburgh, founded about 1145, to which he gave the advowson of Cundal and lands and tithe in Cundal. His possession was thus, in Yorkshire, parts of the Moretain estates there and of the Brittany estate, and his having also the Honour of Lancaster enabled him to grant to William de Lancaster the barony of Kendal and other lands.

The appearance of William de Cundal in Bampton is so close to the date in which Newburgh was founded, of which Cundal was part of the endowment, that it looks as if the transfer of William de Cundal was connected with it, and William de Cundal's grant—the earliest of any of which the charter remains, to Huctred, son of Ravenkil, was made to the son of a well-known knight belonging to the Honour of Lancaster (Farrer's *Lancashire Pipe Rolls and Early Charters*) and therefore a fellow feoffee of Roger de Mowbray's at the time.

Unexpected light comes from the Newbiggin deeds belonging to Mr. Dayrell Crackanthorpe which helps the history. There is a list amongst these deeds made in the time of James I., and, though not faultless in description, valuable enough, since some of the deeds described are no longer in existence. One of these is a "grant from Robert de Mowbray comes Westmorland to Robert de Appleby." This grantee could only be Robert, seneschal of Appleby, father of Lawrence de Newbiggin, or his father, also named Robert, who is the only one of the name that fits; and Robert de Mowbray, earl of Northumberland, could not be the grantor. He had been deprived and imprisoned for not a few years and he died in imprisonment in about 1105. Roger de Mowbray it *could* be, and I suspect that the charter was probably in the contracted name Ro. de Molbray, as not a few early charters are, and that the writer of the descriptions guessed at the name. But this lets a flashlight on that

dark bit of history and helps us to make out a reasoned sequence which explains much. It is reasonable to conclude that Stephen, to compensate Roger de Mowbray, gave him the earldom of Westmorland as well as the Honour of Lancaster and possessions in Yorkshire made up partly by portions of the Moretain fee, and partly by smaller portions of the Brittany fee; and as earl of Westmorland he could of course be the grantor to William de Cundal of the portion of Bampton.

It was not to be expected that a strong adherent of Stephen would be much in favour with Henry II., and even he had to make some sort of compromise with the family of Stephen. So we find the Honour of Lancaster in the hands of William, count of Boulogne and earl of Warren, till 1160 (*Farrer's Pipe Rolls*), and after his death resumed by the crown. Also, in the Yorkshire Pipe Roll of 4 Henry II. (1161) is an entry of £10 10s. in lands given to Hugh de Morvill, apparently Burc and Chanar-desborough; and as Westmorland was frequently accounted for under Yorkshire in the Pipe Rolls this looks like the grant of Brough and Knaresborough. Hence Roger de Mowbray was deprived of Westmorland as well as the Honour of Lancaster and this may help to explain a good deal of what followed. For we know that the deprivation of Carlisle and of the Tailbois lands was one of the causes of the opposition of the earl of Chester in the reign of the same king, though the deprivation happened long before.

In 1173, after the slaughter of Beckett, there was the war between Henry II. and his sons, backed up as they were by the kings of France and Scotland, in which came the invasion of Northumberland by William the Lion, and then his attack on Carlisle and the capture of Appleby and Brough. He was accompanied, so Fantosme tells us, by Roger de Mowbray his friend. Roger no doubt thought of the earldom and the Honour of which he had

been deprived. Gospatrik son of Orm must once have been his "man," *i.e.* his feoffee, and besides that consideration Gospatrik had kinship and connexions with the Scottish kings. What was there to prevent his feelings from being on that side? It would not be altogether the feebleness of age but his old associations that held him. It would be the remembrance of his old fealty. And more than that, the Morville, whose castellan he really was, at the time was on that side, at least was in disfavour with Henry II., and his Westmorland relatives shared in the consequent feeling of opposition.

Looking at the list of Amercements for the surrender of Appleby in the Pipe Roll of 1176 we find, of course, that on Gospatrik, son of Orm, the castellan, the heaviest burden was laid; the amercement seems to have been levied on his Westmorland holdings. Udard de Brougham was fined very heavily because he had actually joined the enemy; but one of the heaviest for the mere surrender is the amercement of Ralf de Cundal, amounting to 40 marks, that is £26 13s. 4d.; several others fined seem to have been citizens of Appleby. Some owners of Westmorland lands had fled and some had perished, and their goods are accounted for; some estates were in Morville hands as mortgaged or in custody; one of the amerced was Robert, the Morville's seneschal, of Appleby, who was fined £5. A large proportion of the owners of lands are not mentioned, and among these is de Lancaster, for the very good reason that he was holding "in capite" of the king, and on Henry's side. And this suggests the meaning of his paying a fine for the right to have a duel with Gospatrik. As his kinsman he wished, Gospatrik having defaulted, to obtain the position of castellan, claiming it as his inheritance. The early way, this, of laying claim and "disrationaling" the possessor by one who in case of the freeholder's forfeiture claimed to be the freeholder's heir. Of this way of disrationaling, one of the

early charters of Newbiggin gives an interesting instance. It did not necessarily lead to a serious duel; the officials of the king could intervene and make it a mere form. This covers the unpleasant possibility of de Lancaster in his manhood's strength holding combat with a man in years.

The next record of a Cundal is in 2 John (1200), Henry de Cundal being one of the seventeen Westmorland drengs who had to pay 50 marks that they might not have to go to France to fight in King John's cause. Henry, together with Thomas, son of Gospatrik, who died in 1200, was witness to the Rosgill charter of Robert, son of Orm. Next, another William de Cundale occurs in another charter of the same giver. Then both appear in Peter de Rosgill's first grant to Shap in the early 13th century (these *Trans.* N.S. xiv); Henry appears in the second alone. In a grant by the widow of William de Hoton, later, Henry de Cundal and Ralf, his son, appear as witnesses. About 1260 comes a third William de Cundale, but second lord of Bampton of that name.

But we have other records in between. In 4 John (1202) is a Final Concord between Henry, son of Adam, petitioner, and Henry de Cundal, in possession (tenant), about five bovates of land in Bampton. It is founded on an assize Mort d'Ancestor. Henry, son of Adam gave up the right in the five bovates to Henry de Cundal, and was recompensed by five marks paid.

In 1257 (41 Hen. III.) there was another Final Concord which was between William de Cundal and Peter the abbot of Shap, who was deforciant, about the moiety of the advowson (on assize of last presentation) of Bampton. William acknowledged this moiety to be the abbot's right. It had been granted to the abbey by his grandfather Henry, to whom he was heir. The abbey in return granted to William de Cundale eight acres of land which Walter de Thornbergh once had held. These acres had been

tenanted by the abbey under William de Cundal. The abbot quitclaimed them to William for himself and his successors in the abbey, and gave up all right which the abbey had in a debt of 35 "skyps" of oatmeal and 21 "skyps" of malt in which William de Cundal was held bound by the undertaking of Ralf de Cundal his father, "whose heir he was." This I interpret as a yearly due, and the transaction as meaning that William de Cundal exchanged with the abbey his right in the advowson of Bampton for the eight acres of land and the cessation of having to provide the 35 skeps of oatmeal and 21 skeps of malt yearly.

In the year before this (40 Hen. III., 1255-6) William de Cundale and Jordan Cleypol and Cecilia his wife, daughter of Gilbert de Dundragh, had a Final Concord about a messuage, 48 acres of land and 3s. 7d. rent in Dundragh, Distington and Crofton, her inheritance as one-fourth of that manor. She was one of the four coheireses of Gilbert, son of Gilbert de Dundragh, younger son of Odard de Logis, lord of Wigton. This, her purparty, she sold to William de Cundal. But as he had put in claims against the sale of 120 acres of land by one of the other sisters and coheireses, Isolda de Tynemuth, to Alan de Multon, and against the sale of another fourth part of the manor of Distington and the advowson, to Thomas, son of Lambert de Multon, by Matilda de Melton, another of the coheireses, it looks as if he had some sort of right in the manor or in portions of it by marriage or inheritance besides the sale to him by Jordan de Cleypol and Cecilia of theirs. If so, this was probably through some unrecorded connection through Henry, his grandfather, the witness of the Corkeby chapel deed. The fourth coheiress of Gilbert de Dundragh had children, and her purparty of the inheritance went down, without question it would seem, to their descendants, de Croftons.

In 1265 William de Cundal* had granted to him by the king (*Patent Roll*), amongst other men of Roger de Clifford, protection till the following Whitsunday. He must have died in or before 1277, for in that year Ralf de Cundal is required (A.R. 130) to answer Robert de Quennow as to service due to William de Wigton, the overlord of Dundragh. This was because de Quennow held under Ralf de Cundal a portion of the Distington lands and he considered that Ralf should do the service and not let it fall on him. In the same year Simon de Burdal at the Westmorland Assize claimed of Ralf common of pasture which he said belonged to his holding in Barton. The Assize Roll (981) calls him Ralf, son of William de Candall. Assize Roll 980, recording the same case but without giving the verdict, styles him Robert son of William de Cundal, not by any means solitary instances in these Rolls of mistakes, especially in Christian names beginning with the same letter. The verdict went against Simon de Burdal, who, it was decided, had no rights of common in Bampton. In 1277-8 John Bate (*i.e.* Baty) applied for an assize against Ralf about an acre in Over Knype, but did not prosecute his claim. In the same year Ralf de Cundal was jurator in Carlisle (A.R. 130).

About 1285, Ralf son of Thomas de Cundale granted to Hugh de Lowther and Inetta two messuages and 13 acres of land in Bampton Cundal which he recovered, his charter says, in assize from Ralf, son of William de Cundal. The witnesses to this deed were John de Rossegille and Robert le Engleis, knights, Robert de Morvile, Richard de Musgrave, Gilbert de Witeby, John de Quale (Whale), Henry de Witeby, Adam Scegg de Louthur "and others." Ralf son of Thomas de Cundal held this land under Ralf son of William, the lord of Bampton Cundal, and hence a confirmation of the grant was necessary. This was given by the charter of Ralf de Cundal (son of William) in 1286.

* It is 'de Crundel' in the Roll, by an evident mistake.

One peppercorn was to be given yearly by Hugh de Lowther to Ralf (Appendix Ia, Ib).

Following this, between 1286 and 1289, Elena, widow of Ralf son of Thomas de Cundal, quitclaimed to Hugh de Louthier "son of Geoffrey" in a deed witnessed by Michael de Harcla, Richard de Mussegrave, Robert de Morvill, John de Helton and Adam de Mussegrave, her dower's portion of land in Bampton (one-third of two messuages and of two bovates)—it is given as in Bampton Patrick—for which Hugh gave her half a mark. She evidently had no son. Comparing this and the grant by Ralf son of Thomas to Hugh, it looks as though two bovates were equal to 13 acres in Bampton, which gives $6\frac{1}{2}$ acres to one bovat.* In 1286 (A.R. 1271) comes the claim by Alan son of Alan of Hognype, of which I gave particulars in *Mediaeval Knipe* (these *Trans.* N.S. xix), but the case was not decided till the next year.

No small proportion of the documents about Bampton Cundal during the Cundal ownership belongs to the time of Ralf. He granted to John, son of Martin de Butterwick, his land in the "place called Slakes," land which Hugh, son of Alan de Stayngarth, it says, had formerly held "at ferm" of William de Cundal his father, and le Kroc, which lay at the top of the garden of the said John and extended to the sheepcote of Adam de Musgrave along the wayside as far as "le Ladyhate"† of Henry Cote. For this John was to pay 1d. at Christmas, so that it was still to be held under Ralf. The witnesses were John de Rossegil, Robert de Morville, John de Quale, Henry de Quale, Robert de Butterwyk, Henry, son of

* This is practically confirmed by the charter of William de Helton to Hugh de Lowther quoted later on p. 301.

† This portion of Bampton came into Sandford ownership later. A curious document concerning it in Sandford times which I could not include in the Sandford history follows in Appendix VI. "Ladyhate" is there written "Ledzate," which looks like an unusual form of *lidyate*, a gate across a road to prevent cattle from straying. The word is found in place-names of Yorkshire and elsewhere.

Adam son of Cote, Richard Archer and others (Robert de Morville died in 1291 or 1292 ; this limits the date).

There is also a grant of about the same period releasing to John son of Martin de Butterwick the whole moiety of his land in Rukhole (Roughill), which had been held by Martin of his father William (de Cundale), and the whole of his land in Dryslakes, the land which Hugh son of Alan de Staingarth had formerly held at ferm, and le Kroc. John de Butterwick was to grind the grain growing thereon at de Cundale's mill in Bampton without paying for multure, but to do service for the mill. The fines for assault by word and by blow which he was to pay were still to be paid to Ralf. The charter, however, is faded at this portion and the amounts are not quite clear. The witnesses were John de Rossgill, kt., Adam de Musgrave, Robert, the abbot's man, Adam de Par, Alexander Doding, Robert, son of Simon " and others." This also is a grant of freehold under Ralf.

Another deed grants to John, son of Martin de Butterwick, a messuage and lands and meadows which Benedict had held of Ralf in Bampton Cundal and one acre of land lying in " le Northcroft " between " le Grengate " and the water, and one rood of meadows lying in " le Syke next le Croft " and all his land with meadow and waste which Avice Textrix (Webster) had held of him, and one messuage and one rood of land in " le Langeflate " with meadows and all belongings which Sygrid, daughter of Beatrice, once held of him at ferm. This is to be free of all secular services and exactions and demands and held of the chief lords of the fee and is warranted. It is thus an absolute grant, separating it from Cundal ownership. The witnesses were Gilbert de Culwene and Robert de Engleis, knights, Adam de Par, Alexander Doding, Henry Cote, Robert de Butterwyck " and others " ; and I imagine that the deed must date from before the statute " Quia

emptores" of 1290, which blocked such concessions in general.

Again another charter of Ralf's grants to John son of Richard de Copeland [of Thrimby?] a shieling in Bampton Cundal, which it says Ralf held by hereditary right—once held by Hueloc—in a close called le Calvegarth (Hullockhow probably is in it). This was tenancy, and the due rd. on St. Martin's day. The witnesses were William de Strickland and John de Rossegil, knights, Robert de Morville, Richard de Musgrave, John de Quale, Henry de Quale, Hugh de Louthir "and others."

Then yet another to John son of William Prudhome (Appendix II.), interesting not only as a specimen of Ralf's charters, but because of the apparent concessions; for instance attendance at the Manor Court three times (yearly) only, and the possible resumption of land allowed by the the Statute of Merton to the owner of the manor, if the owner thought it necessary for improvements, being mentioned in one of the conditions of the grant. The word "hegningum" which appears in it is probably what in a rent roll of Robert de Cliburn of 1366 (which I hope to give in a later paper) is called Banton hefnyng. This grant to John Prudhome, mentioning Lytelwater, seems to have a sequel later on in the history of Bampton.

An agreement also exists between Ralf de Cundal and William, son of Adam Cote, by which Ralf grants in exchange $2\frac{1}{2}$ acres of land in Hognipp, lying in different places, one at Whitfell, at the foot of Lundkelde, in the tenure of Richard Payn and Nicholas Bonning, half-acre of meadow held by the same Nicholas in Hullending, one rood lying above "le Milnland" which the same Nicholas held, and of domain above le Milnland half-a-rood, and above Thistelrig half-an-acre in the tenure of Nicholas Bonning and Henry de Gnipp, half-a-rood above "le Keld," which Nicholas Bonning held, and one rood in Schort Schelland held by the same: all these to be

held by William, son of Adam Cote, for two acres which William gave in exchange for them, lying in several portions above Granstanyon, at the head of Schellandes, at "le Hengebuttes" near by the land there which was once held by Robert de Morville above Schort Schelland; Pocland above "le Brokes," below "le Schenis," and waste of Gayteborhanes, and also "his part of Borhanes." To this John de Quale, Adam de Musgrave, Ralf Archer, Hugh, son of Martin, Henry Cote "and others" were witnesses.

A fragment of another grant by Ralf releases to Henry Cote and his heirs a tenement of which the name is lost, which was once held by Cristiana, who was wife of Henry son of Henry de Bampton, to be held apparently by them of the chief lords.

Then comes, on Saturday, 16 July, 1295, an agreement between Ralf de Cundal and Patrick de Culwen, son of Gilbert, by which Ralf demises to Patrick, his heirs or assigns, 38 acres of ploughlands and 2 acres of meadow of his demesnes in Bampton Cundal for 40 years (Appendix III). The names of the parts of Bampton given are Frythemor, Borghamor, Heythflatt, Stonelbrad, Coulandes, Castlegate, Hardegate, Langwra, Sakwath and Langflat. This agreement was made because Patrick had supplied him with money in his need; but it had to be added to, for on St. Martin's day in the same year Ralf leased to Patrick at ferm for 40 years' annual rents amounting to 20s, arising from the tenements of Roger Cursor (2s.), William Archer (2s.), John Archer (3s.), William Tappeyalde (4s.), Alan, son of Alan de Gnipe (8s.), and a half acre at the head of the Langeplatte 12d. To this John de Rossegil and Robert Lengleys, knights, Adam de Musgrave and John, son of Martin "and others," are witnesses.

The shortness of money referred to may probably have been caused in part by the case in Assize at Carlisle (A.R.

134) which Ralf, together with John, son of Adam, son of Gilbert de Dundragh, Henry Genery and Joan his wife, William de Crokelyn and Sibil his wife and Cristiana daughter of Isolda daughter of Gilbert de Dundragh had, putting in claim against Isabel de Fortibus, Countess of Albemarle, that she should hand over to them the custody of the lands and heir of Gilbert de Hothwayt, because his lands were held of them by cornage (military service). They claimed the custody because Robert, father of the heir, Isabel de Twynham, held two carucates of land in (a place whose name is lost), by homage and service of 30d. cornage, and the seisin had been acknowledged (by Robert) and, of course, the dues paid. The damage, they said, to them was £20, which the countess caused. The answer of the countess was that while they were claiming the custody of the Hothwayt lands their plea was actually for custody of the Twynham heir. This discrepancy or omission in the claim, in reality a quibble, was allowed. They lost the case and must have been landed in costs.

In 1296 Ralf granted to his son, Henry de Cundal and Sibilla, daughter of Simon de Brampton, and the heirs of Henry and Sibilla his whole manor and all his messuages together with 29 acres of demesne, and his mill and its suit and all the lands and meadows which Simon de Kendale and William Lambhirde had in Hognype, 10 acres of demesne in Bampton Cundal lying in the Midflat, 2 acres in Pyenestebank, 2 acres in Burghanes, 2 acres in Stanysflat, 4 acres in Saterkewathe, 3 of them lying by Crofton, 21 at the end of Saterkewathe (Sakwath); together with the services and 18d. yearly rent paid by Henry Mauchal, the services and rent (6d.) paid by Alexander Dodding, the services and rent (2d.) paid by Henry Tosan, the services and rent (12d.) paid by Walter Ballok, the services and rent (5s. 6d.) paid by Hugh, son of Martin (evidently de Butterwick), the services and rent (2s.) paid by Ralf Totyns, the services and rent (6d.) paid

by Richard Berwys—to have and to hold of the chief lords of the fee. The witnesses were Hugh de Louthur and Robert le Engleys, knights, Adam de Haverington, John de Helton, Nicholas de Grendon, John le Surreys, Adam de Musgrave, Thomas Wynder (?) “and others.”

Then follows, in February, 1296 (Wednesday after St. Valentine, 24 Edward), an arrangement by which Henry de Cundal and Sibilla, daughter of Simon de Brampton, grant back to Ralf their manor of Bampton Cundal which they hold of his gift, except the mill thereof and its whole suit, 10 acres of the demesne, 4 acres of meadow within the bounds of Bampton, 26 acres of land in Hognype, the whole lands and tenements of Simon de Kendal and William “de” Lambeherd (held of Ralf), the services and rents of Henry Mauchal, Alexander Dodding, Henry Tosan, Walter Ballock, Hugh, son of Martin, Ralf Totyns and Richard Berewys, and except the whole land and 9s. rent which John “called the cook” of Penrith held by concession and demise of the said Henry and Sibilla for a term of 10 years and except the land of Quiterbye (?) which Mr. Adam le Franceys held and except the lands and tenements and services of the freeholders and villeins “which Patrick de Corwen” holds by demise of Ralf for the term of 40 years, and except the lands and tenements which the Abbot of Shap has for a term of years and the services and rents of Adam de Musgrave and Adam de Par; and reserving to the aforesaid Henry and Sibilla common of pasture, etc. The dues were to be 1d. at St. Lawrence, and Ralf was to hold for life. The witnesses to this were Robert le Engleys and John de Rosgill, knights, Adam de Musgrave, Adam de Haverington, Nicholas de Grendon, Thomas Wynder “and others.” The lands, rents and services mortgaged to Patrick de Curwen, those leased to the Abbey of Shap, those which Mr. Adam le Franceys held, those already leased to Adam “the cook,” and apparently handed over in a former grant to Henry

and Sibilla, were naturally outside any agreement of being granted back. But except the manorial dues (not counting those of the mill) it looks as if very little was left for Ralf to hold in possession. I dare say he knew what he had. Some supposed great advantage in the Brampton alliance* or some need of barring possible claimants to the manor to ensure an inheritance for Henry and Sibilla are the only reasons I can think of (unless it was incapable management) and he followed it all up by granting to Mr. William de Brampton (son of Simon, apparently, and brother of Sibilla) his whole land also of Ryseburgh (Risebarrow below Knype Moor) which he held by gift of Henry and Sibil; but this could only be a tenure for his own lifetime. One of the exceptions in the grant back, the land which John called the Cook held, had been leased for 20 years, and the holding transferred to Henry and his wife. The acknowledgement of the seisin, of John the Cook, exists; in other words the attournment of his services to Henry as his new lord. In this he calls himself John, called the Cook, of Edenhall: in the charter already quoted he is called "of Penrith." He must have been one of the family which held Little Salkeld by grant of Richard I. This attournment deed is dated Sunday after the Purification of St. Mary, 25 Edward (1297).

No later charters of Ralf de Cundal exist. Perhaps it was time he had done. But traces of him in his later years exist elsewhere. In A.R. 130 (1277-8) he had a case in Assize which gives us the Christian name of his wife—Margaret—a claim against Adam Turpe of Edenhal for depriving him and Margaret of their freehold in Edenhal, one messuage and two bovates of land. For pledges that he would bring up the case in court he put in William de la Weste—(Waste, *i.e.* la Féritate put into English oddly

* What I have been able to trace of the history of the de Brampton family follows in Appendix VII.

enough), and Gilbert, son of Alexander de Dundragh. He won his case. Evidently the land was Margaret's, whose ancestors must have been tenants under the de Brus family, from whom Adam Turpe had purchased Edenhall, and the action was to maintain the rights her family had held under the old lords. It was by no means the only case of the sort which the new owner, Adam Turpe, had to have settled by Assize.

The last trace of Ralf de Cundal is in Assize Roll 139 of 34 Edward I. (Dec. 8, 1305); a case against Joan, widow of John de Reygate and wife of John de Wigton, William de Partan and others as disseising him of two messuages, two tofts, two bovates and four acres of land and four acres of meadow in Dundragh. John de Wigton stated that Margaret, wife of Ralf de Cundal, held this of Ralf, under the name of dowry, and that Ralf had enfeoffed Mr. Adam le Franceys in part of it and in the reversion of the rest, and Adam le Fraunceys enfeoffed the aforesaid John (de Reygate) apparently. The jury's verdict is especially interesting as another illustration added to those I gave in the Sandford paper of mediaeval feeling and thought in these tenures. Margaret, they said, had held the land under the name of dower, of the heredity of Ralf de Cundale, only of him, and of no other. She had never attourned herself to Adam le Franceys nor to the aforesaid Joan, wife of John de Reygate, but had persisted in her fealty to Ralf himself. After her death Ralf entered into the possession of the tenements as his right was and was seised therein till the accused disseised him. He was to recover his seisin, was the verdict, and damages two marks were granted, of which one was to go to the court. It is clear enough that Ralf's grant of the tenancy to Adam le Franceys was not made to deprive her of the dowry and so stultify his gift, but to put in a tenant who should give her the dues as profit. Adam, however, had put in an under-tenant, Joan, then wife of John de Reigate;

and when he was dead she married John de Wigton. But Margaret did not own these as placed above her in the tenement, and so preserved for her husband, after her death, his hereditary right. It looks like an attempt of one of the de Wigton family to regain, by a trick, what had been sold out in the preceding generations.

The charters of Bampton begin again in a series with which Henry, son and successor of Ralf, is concerned. One of these, a charter by John Maltman, is apparently a deed of relinquishment by him of the grant aforesaid made by Ralf to John, son of William Prudhome. John Maltman gives up his land of Lytilwater to Henry de Cundal to be held of the chief lords, which I take to be tantamount to complete release. The witnesses were Gilbert de Culwen and Robert le Engleys, knights, Henry de Haverington, William de Bradley, John son of Martin, Henry Tosan, Alexander Dodding "and others." Another charter is that of Roger de Rysebanke, son of Adam, who released to Henry de Cundal all the right he had in the lands of Rysebank and Pyenestbank which, once his father's—Adam's de Rysebank—came to him as son and heir (22 Aug., 1314). Robert le Engleis, John le Engleis and John de Rossegil, knights, Henry de Haverington, Robert de Clyburne, William de Bradley, John son of Martin, and Hugh, his brother, Henry Tosan and Alexander Dodding, "and others" witnessed.

Other charters, too, of the under-tenants of the 14th century tend to make clear the history of certain portions of Bampton, and lead up to later times.

A portion of Butterwick had gone direct from William son of John de Helton and Cristiana, his wife, in exchange for some land in Lowther, to Hugh de Louthur, kt. and Inetta. This was one messuage and one bovate in Bampton Condale for one messuage and seven acres in Bampton, giving very nearly the same measure for a bovate there which was given by the charter of Ralf, son of Thomas de

Cundale before (p. 292). Of this family de Helton, which must have been there before or under the de Morvilles, one has few and scattered traces only: their time had already passed away. This deed of grant to Hugh de Lowther and Inetta was witnessed by Robert le Engleis and Thomas de Helbek, knights, John de Rosgile, Nicholas de Grendon, Gilbert Engayne, William de Bradley, Henry de Redmenes (?), Robert Cutte "and others."

Between May, 1324 and February, 1327, Adam de Coupland granted to Sir Hugh de Louthur and Margaret, his wife, and the heirs of Hugh, the shieling with a close called Hueloc skale (see p. 294) "in Bampton Patrik and Bampton Cundale" to be held of the chief lords of the fee. I find no record of consent by a de Cundale or de Culwen; some such must surely have existed. The witnesses to Adam de Coupland's grant were Gilbert de Lancaster, John de Rossegill and Robert de Askebi, knights, Henry de Threlkelde at the time (deputy) sheriff of Westmorland, Henry de Haverington, John de Berewis, Gilbert Engayne "and others"; quite enough to see that it was properly done.

Another portion of Bampton, for which in 1333 Henry son of Jordan de Bampton consented to have Hugh de Lowther and Margaret and the heirs of Hugh above him as mesne lords, seems to have passed in immediate ownership (actual tenancy) to William son of Jordan for life in 1349. This was in Sakwath. The deed is fragmentary and was drawn up by Henry le Bester, chaplain, and Richard de Warthecopp, and the holding seems to be described as one messuage and $4\frac{1}{2}$ acres of meadow "as the riddings descend unto the *matricem mariscum*" of Sakkewath. It was to remain after the death of William, son of Jurdan to John [] and his heirs. The deed is endorsed, apparently by Burn, "Bampton and Dufton," but the portion relating to Dufton does not now exist. In 1336, the same Henry, son of Jordan, granted to Hugh

de Louther and Margaret and the heirs of Hugh a house with a curtilage containing three perches and seven acres and three roods of ground to be held on the same terms.

In 1336, John son of William de Bradeley released to Sibilla, his sister and her lawful heirs all claims he had in the land which Alexander Dodding once held of his brother in Kerholand (Carhullan) in Bampton Cundal and in two acres of meadow in Sacwath, which land his father William had granted to Sibilla. For some reason or other he also released to his father William all his right in four acres in Sakwath lying beside the meadow of Henry de Cundal, and also the messuage which Alexander Dodding the younger held of him in Kerholand: this was in the year 1337. And then Sibil, daughter of William de Bradley, granted to her father, William, the messuage in Kerholand and the two acres in Sakwath which she had by his gift. All this is legal device for entail, I take it. But these seem to be the tenements granted in 1366 by Sibil, widow of Robert Frereson, to Edmund and Idonea de Sandford—one messuage and nine acres, specified only as in Bampton Cundal.

There are a few further records of Butterwick under the de Cundal régime. On 16 February, 1321, John de Butterwick gave to Robert, his son, and Emma, daughter of William le Serjeaunt of Rosgill, his rents of 8s. which Jordan son of Matilda paid him yearly for his holding of the Cragg. They were to have it for life. Hugh de Lowther, deputy sheriff, and Gilbert de Culwen and John de Rosgill, knights, and Thomas de Preston and William de Bradley, witnessed. In 1323, John de Butterwick granted to William le Engleys and Elena, his wife, all his land of Butterwick and le Craghe in "Bampton Patrick." If William le Engleys and Elena died without heirs, as they did, the land was to remain to Robert le Engleys; and if he died without heirs, to the right heirs of William le Engleys. This deed Hugh de Louther, deputy sheriff,

Robert de Askeby and John de Rosgill, knights, and Henry de Cundal, Henry de Haverington, Thomas de Preston, William de Bradley and William de Bourdel witnessed. It is dated Bampton Church, the Sunday before St. Gregory, 16 Edward, son of Edward (6 March, 1323). Also, about 1324, Matilda, widow of John de Butterwyk, in her pure widowhood released to William le Engleis, his heirs and assigns, all claim she had in Butterwick. Thus, these, as parts of John de Butterwick's land, would descend to the daughter of Robert le Engleys (see "Lengleys," these *Trans.* n.s. xx), and through her to the family of Thornburgh, but that the failure of the Thornburghs to establish their claim caused the lands to go to Thomas Lengleys, lord of Helton, elder brother of Robert Lengleys, and through him to the Sandfords. I have already shown how portions went direct to the Lowther family.

Then John, son of Martin de Butterwick, gave to Margaret, his daughter, and her heirs all his land in Rughol and all his houses there, and the services in the land called le Slachys, she paying to Henry de Cundal 2d. yearly, 1d. at Christmas and 1d. at the Feast of St. Lawrence. Thus this portion remained in Cundal ownership. Another portion of land passed from John Harald of Butterwick to Henry son of Simon, his brother, in 1346, viz. 2½ acres of land and 1 rood of meadow between the lands of John de Butterwick and Thomas Bradferthings in Bampton Cundal and called Ilmyre. Henry, son of Simon, son of Hugh de Butterwick granted these acres which he had from John Harald to Joan, daughter of John Hoghird, to hold for life; and together with them the "remainder" of all that he held by grant of Simon, his father, was also, after the decease of Simon and Matilda, his wife, to go to Joan. This grant was made in 1348. And in 1369 Gilbert Jaket, vicar of Bampton, John Dobyson and Robert son of Henry Seletson, interim feoffees, granted

to John son of Henry Symson, John his brother, Adam Tosane and John Hoghird, tailor, all the tenements which they had in Boterwyke in Bampton Cundal by enfeoffment of Henry Symson and Joan, his wife. These were evidently a further set of interim feoffees; and the date was Sunday before the Palm branches, 43 Edw. III. (5th Sunday in Lent). The witnesses were Gilbert de Culwen and Hugh de Louther, knights, Edmund de Sandforth, William de Horneby, Hugh de Salkeld, Henry Wateson Hotblak (*i.e.* Henry Hotblak, son of Walter) "and others."

A holding of a family named Birkrig, in Rughole and le Slakes, was confirmed to Henry Watson of Bampton, for life, remainder to Thomas Baty of Salkeld and, should he die without having an heir, to Margaret, late wife of Roger Baty, sister of John Birkrigg; then to Cristiana, wife of Robert Walker, another sister; then to Agnes, widow of Robert Faussehede (of this family one was married to a Curwen—see "de Culwen" these *Trans.* n.s. xiv.), and lastly, to Joan, wife of William del Rigg. Robert Baty quitclaimed what he had in Bampton to Thomas Baty in 1431. This portion was granted by William Baty, rector of Ullesby, to William, son and heir of Thomas Baty of Warcop and Joan, his wife, daughter of Roger Salkeld. There was also connected with this a tenement in Carlton by Penrith. These had come to Robert Baty through Thomas Haryngton, knight, and John Warcop, rector of Melmerby, interim feoffees, both deceased, to whom Thomas Baty, his deceased brother, grandfather of the aforesaid William, had conveyed them. The date of this is 12 April, 2 Rich. III., 1485. Three Salkelds are witnesses—William Salkeld, Thomas Salkeld and Roger Salkeld, and beside them John Rigg and Thomas Augill.

The carrying down of this last had taken me beyond Cundal times, but it was the only one of these portions of

Bampton which it seemed necessary in this paper to follow up to complete my tale. The few remaining portions belong more naturally to the times of Cliburn ownership. I now go back to the main history of the Cundal owners.

In 1338 Henry de Cundal made a marriage-portion for his son Roger, who married Christiana, daughter of Walter (the) Forester—evidently the Curwen forester at Thornthwaite (Appendix IV), and so de Culwen's forester. The grant has nothing like the elaborate provision for the Brampton marriage. A release given to Roger by Richard de Cundal, of whom one has no other trace, made about this time and witnessed by Walter the Forester among others, seems to relate to a greater grant which had been made to his father; but all that we learn about this is that it included three tenements in Measand. It looks as though it is connected with the Forester marriage portion.

In 1361 comes a grant by Roger de Cundal to John Ellotson, chaplain, and Henry Watson, interim feoffees, of all that he has in Bampton except one piece of ground called Cristecroft, services and rents of all included, to be held by them of the chief lords of the fee; Saturday before Michaelmas, 35 Edw. III. (Appendix Va).

It was the beginning of the end. Sons had not come to Roger and his wife. The last charter follows, showing the form of the entail (Appendix Vb). There were, evidently, no close relatives of the male sex remaining. The Richard mentioned a little while back may have been a cousin, but one has no record of any son he left. The next we have of Bampton Cundale shows the manor to be in the possession of Robert de Clibburn by right of his wife, Margaret, Roger's eldest of three daughters.

It was the usual thing in such cases for the daughters to be co-heiresses, and one is surprised that this was not the case here. But the traditions of tenure of Bampton Cundal seem not to have been bound by this, or else the

inheritance was too small for it to be allowed, under the rules of the descent of manors held in cornage.

There was one contemporary de Cundal belonging to the family whose relationship could not be distant—the only one I have been able to trace. This was “Mr.” William de Cundale who appears as attorney in assize. He might easily have been Roger’s brother; he was a cleric and died before the entail of 1361. But he was an interesting man. Not only was he attorney in a case mixed up much with various members of the de Brampton family in the assize of 1346 (A.R. 1435) but I have learned the following particulars about him from my kind friend Dr. Magrath, provost of Queen’s College, Oxford. He first entered University College, Oxford, and then joined Eglesfield’s foundation of Queen’s College. In 1331 he was provided with authority for presentation, given at the king’s request by Pope John XXII., to a living in the gift of the Abbot of York, of 20 marks’ value with cure of souls, or 15 marks without (Bliss, *Papal Letters*). He was the first of the fellows of Queen’s mentioned by Eglesfield in his statutes as constituting, with the provost, the first college, and is said to have belonged to the diocese of Carlisle. He died, it was stated, in Westmorland in 1350 (E. R. Morse, Bodl. MSS., Gough MS. Oxon., 15, fol. 29). His executors, Nicholas de Aston and John de Stanton, paid to the college, according to an agreement mentioning debts and a legacy to the college, dated 6 November, 1352, the third of the residue of his estate after getting in his debts. He had been the first bursar of Queen’s, but his roll is lost.

I think he might easily have been a personal friend, from before his Oxford days, of Eglesfield’s, for the Dundragh* heritage of the Cundals was near the Eglesfield estate in

* What became of the Distington and Dundragh possessions I have not been able, so far, to discover. They did not descend to the Cliburn family through Margaret de Cundale, nor did the lands in Edenhall.

Cumberland; and, moreover, Brough, where Eglishfield was rector, is near to Brampton. His career is a fitting ending of the de Cundal line as a precursor of the long list of scholars and benefactors to their native parish which have been; of whom we read something in Miss Mary Noble's *History of Bampton*, which concerns much later times than this paper has to deal with.

APPENDICES.

Ia.—GRANT BY RALF, SON THOMAS DE CUNDALE, TO HUGH DE LOWTHER OF LAND IN BAMPTON (1286).

Omnibus hoc scriptum visuris vel auditoris Radulfus filius Thome de Cundale salutem in Domino sempiternam. Noveritis me dedisse concessisse et hac presenti carta mea confirmasse Hugoni de Louthyr et Inette uxori ejus duo messuagia et tresdecim acras terre cum pertinentiis in Bamptone Cundale, illa scilicet duo messuagia et ille tresdecim acre terre quas recuperavi de Radulfo filio Willi. de Cundale per warantiam quam feci Ricardo de Berewis versus quem tuli breve mortis antecessoris coram T. de Reygate et G. Agellum, anno regni Edwardi 12^o (1283-4). Tenenda et habenda dictis Hugoni et Inette et heredibus ipsius Hugonis libere quiete bene et in pace cum omnibus libertatibus et aisiamentis ville de Bamptone Cundale infra et extra pertinentibus: reddendo capitali domino feodi sex denarios per annum pro omni servitio seculari exactione et demanda. (Warr. contra omnes homines.) His Testibus; Roberto de Morvile, Ricardo de Musegrave, Gilberto de Witeby, Johe de Quale, Henrico de Witeby, Ad. Scegg de Louthir et aliis.

DIGEST OF MEANING.

To all who shall see or hear this writing Ralf, son of Thomas de Cundale, wishes everlasting safety in the Lord. Know ye that I have granted and confirmed by this present charter to Hugh de Louthyr and Jenet, his wife, two messuages and 13 acres of land with their belongings

in Bampton Cundal which I recovered from Ralf, son of William de Cundal, by warranty which I gave to Richard de Berwis against whom I carried a writ of Mort d'Ancestor before J(ohn) de Reigate and G(eoffrey) Agellom in the 12th year of King Edward (1283-4). To be held by Hugh and Jenet and the heirs of Hugh in free and undisturbed possession with all liberties and easements thereto belonging, inside or outside of the vill, they rendering to the chief lords of the fee 6d. yearly for all services.

Ib.—CONFIRMATION BY RALF, SON OF WILLIAM DE
CUNDALE, LORD OF BAMPTON CUNDALE, OF THE
GRANT BY RALF, SON OF THOMAS DE CUNDALE,
TO HUGH DE LOWTHER (1286).

Omnibus hoc scriptum visuris etc. Radulphus filius Willi. de Cundale salutem in Domino sempiternam. Noverit universitas vestra me inspexisse cartam Radulfi filii Thome de Cundale quam fecit Hugoni de Louthre et Inette uxori ejus in hec verba, Omnibus hoc scriptum etc. Radulfus filius Thome de Cundale salutem etc. Noveritis me dedisse etc. Hugoni de Louthre et Inette uxori ejus duo messuagia et 13 acras terre cum pertinentiis in Bampton Cundale illa scilicet duo messuagia et illas 13 acras terre quas recuperavi de Radulpho filio Willi. de Cundal etc. etc. Quare ego Radulphus concedo et confirmo pro me et heredibus meis omnia predicta tenementa predictis Hugoni et Inette et heredibus ipsius Hugonis tenenda libere quiete bene et in pace ut predictum est: reddendo michi et heredibus meis unum granum piperis pro omnibus servitiis secularibus. (Warrant. contra omnes homines etc.) His testibus, dominis Johanne de Rossegille, Roberto le Engleis, militibus, Roberto de Morville, Ricardo de Musgrave, Ada de Haverington, Ada de Musgrave, Johanne de Quale et Henrico de eadem. Dat. apud Helton Flechan. In crastino circumcisionis Domini 14 Edw.

DIGEST OF MEANING.

To all who shall see etc. Ralf, son of William de Cundale everlasting safety in the Lord, etc. Know all of you that I have inspected a charter of Ralf, son of Thomas de Cundale, made out to Hugh de Lowther and Jenet, his wife, in these words, etc.—I have given to Hugh de Louthre and his wife Jenet two messuages and 13 acres of land which I recovered from Ralf, son of William de Cundale, etc. Wherefore I, Ralf, son of William de Cundale, concede and confirm for myself and my heirs the grant to Hugh de Louthre of this freehold, he and his heirs giving to me and my heirs a grain of pepper yearly.

I have come to the conclusion that the name of Hugh de Lowther's wife is not Ivetta, but Inetta, *i.e.* Jenet. The Assize Roll of 12 Edward I., in which year J(ohn) de Reigate and G(eoffrey) Agellum* were justices in eyre, does not appear to exist, and we have no statement of the proceedings. It is, therefore, not easy to be sure what the case was. So far as I understand, however, it seems to have been this:—Ralf, son of Thomas de Cundale, put in as free tenant, in land he had inherited from his father, Richard de Berwis, and it was his duty to warrant de Berwis against any claim made against him. Apparently Ralf, son of William, questioned this grant as owner of Bampton Cundale, whose freeholder under him, Ralf, son of Thomas, was. The case was tried by writ of Mort d'Ancestor and Ralf, son of Thomas, was able to show that his father Thomas had had the grant to him made by the ancestor of Ralf, son of William, who as heir to that ancestor was bound to warrant Ralf, son of Thomas, and could not recall the land. Hence, Ralf son of Thomas could part with it to Hugh de Lowther but could not disseize Ralf, son of William, lord of Bampton Cundale; from this came the confirmation by Ralf son of William and the

* Geoffrey Agillum is referred to as a Justice in Eyre at Carlisle in some former year, in A.R. 984, 19 Edw. I. (1291).

pepper-corn rent by which de Lowther acknowledged the mesne lordship of de Cundale. De Berwis was not obliged to be ousted by the transfer to de Lowther, and perhaps the warranty given to him was to secure him against this. It will have been noticed in the history preceding that John de Reygate married one of the coparceners of the Dundragh lands and was, I suppose, prospering—and that Ralf de Cundal brought action against her in Assize in 1305.

II.—GRANT BY RALF, SON OF WILLIAM DE CUNDALE,
OF LYTLEWATER, TO JOHN, SON OF WILLIAM
PRUDHOME ; BETWEEN OCT. 1290 AND
MICHAELMAS 1291.

Sciant omnes tam presentes quam futuri quod ego Radulphus filius et heres Willi. de Cundale dedi concessi et hac presenti carta mea confirmavi Johanni filio Willi. Prudhome de Wytherwerslak et heredibus suis sive assignatis totam illam terram meam de Lytelwater in territorio de Bampton, cum toto prato et vasto predictæ terre pertinente, quam quidem terram cum pertinentiis suis Robertus Schappeman aliquando de patre meo tenuit apud Lytelwater : tenendam et habendam predicto Johanni et heredibus suis sive assignatis de me et heredibus meis sive assignatis nostris, exceptis viris religiosis judeis et paganis, libere honorifice bene et in pace cum omnibus libertatibus et aysiamentis predictæ ville de Bampton pertinentibus ; reddendo inde annuatim mihi et heredibus meis sive assignatis nostris 3 solidos argenti : medietatem scilicet ad Pentecosten et aliam medietatem ad festum St. Martini in Hyeme et faciendo servitium quod predicta terra facere consuevit pro omnibus aliis servitiis exactis et demandis, excepto quod predictus Johannes et heredes sui sive assignati facient sectam ad curiam meam de Bampton ter in annum tantum et quieti erunt de pannagio et molent bladum suum crescens in predicta terra ad molendinum meum de Bampton ad ter-

tium decimum vas. Et si animalia cujuscunque generis predicti Johannis et heredum suorum sive assignatorum inventi fuerint aliquo tempore anni in hegeningo meo de Bampton sine custod(e), recacientur. Et dabit predictus Johannes heredes sui sive assignati pro verbo 6d. pro blodwyt 12d. si de forisfacto fuerint convicti. Preterea predicti Johannes heredes sui sive assignati facient escambium de aliqua parte predictæ terre pro adeo bona terra cum predicto Radulpho heredibus suis sive assignatis si contigerit eos processu temporis molendinum fullorum construere vel hegeningum suum de Bampton imparcare. Ego vero heredes mei sive assignati mei totam predictam terram cum suis pertinentiis, sicut predictum est, predicto Johanni et heredibus ejus sive assignatis contra omnes homines et feminas warrantizabimus in perpetuum. Et ut hec mea donatio concessio et confirmatio robur firmitatis optineat huic presenti scripto sigillum meum apposui. His testibus, dnis Th. de Curewen, Johe de Rossegyle, Roberto le Engleis, militibus, Gilberto de Brunolvesheved tunc Vice-com. Westmerl., Ad. de Musegrave, Hugone filio Martini, Johe fratre ejus et aliis.

DIGEST OF MEANING.

Know all etc. that I Ralf, son and heir of William de Cundale, have granted to John, son of William Prudhome of Wytherwerslak, and his heirs etc. all my land of Lytelwater in Bampton with all the meadow and waste belonging thereto, which Robert Schappeman once held of my father : to have and to hold, he and his heirs and assigns also except they belong to a religious order or are Jews or pagans, in freehold; together with all easements pertaining : he and they rendering to me and my heirs etc. 3s. of silver money, half at Pentecost and half at St. Martin in the winter, yearly ; and doing the service which this land is wont to do, except that John and his heirs or assigns shall do suit at my court in Bampton three times in the year only and shall pay no dues for pannage and shall grind the

corn growing on the holding at my mill in Bampton up to the 13th measure. And if any beasts belonging to John and his heirs etc. are found at any time in my reserve in Bampton without a herdsman they shall be driven out. John and his heirs etc. shall give the usual fines for assault by word or deed 6d. or for drawing blood 1s., if convicted of such trespass. And also they shall be ready to exchange any part of the aforesaid land with Ralf and his heirs for other land as good, should Ralf and his heirs or assigns wish in process of time to erect a fulling mill on the land or to impark their reserve. Ralf warrants this to John for all time.

III.—AGREEMENT FOR A LEASE BETWEEN RALF DE
CUNDALE SON OF WILLIAM, AND PATRICK
DE CULWEN (16 JULY, 1295).

A.D. MCCXCV die Sabbati proxima ante festum Ste. Margarete Virginis facta est hec conventio inter Radulphum de Cundale filium et heredem Willi. de Cundale ex una parte et Patricium de Culwen filium Gilberti de Culwen ex altera: videlicet quod predictus Radulphus concessit ac dimisit dicto Patricio et heredibus suis sive assignatis 38 acras terre arabilis et 2 acras prati de dominicis terris suis in territorio de Bampton Cundal usque ad terminum 40 annorum plenarie completorum scilicet 22 acras terre arabilis super Frythemor et Borghamor, et 8 acras terre super Heythflatt et Stonelbrad et 3 acras terre super Coulandes et Castelgate et 4 acras terre super Waytcroft et unam acram terre super Hardegate et 1 acram prati et dimid. in Langwra in Sakwath et dimidiam acram prati ad capud de Langflat. Tenend. et habend. de predicto Radulpho et heredibus suis vel assignatis predicto Patricio et heredibus suis vel assignatis cum omnibus pertinentiis et aysiamentis dicte ville infra et extra pertinentibus, libere quiete bene et in pace, pro quadam summa pecunie a predicto Patricio pre manibus

in magna necessitate sua recepta. Et dictus Radulphus et heredes sui et assignati omnes predictas terras arabiles et prata sicut predictum est predicto Patricio et heredibus suis sive suis assignatis usque ad dictum terminum plenarie completum contra omnes gentes et feminas warrantizabunt acquietabunt et defendent; sub pena 40 librarum sterlingorum executoribus negociorum Sancte Crucis sine strepitu judiciali levandarum de predicto Radulpho et heredibus suis sive assignatis. Et si contingat quod predictus Radulphus aut heredes sui sive assignati totas illas terras prenominatas vel partes illarum vendere aut alienare sive per aliquid tempus diutius ad firmam voluerint dimittere, tunc prefatus Patricius et heredes sui sive assignati sine aliqua contradictione pre ceteris erunt propinquiore. Ita quod infra dicte dimissionis terminum nullus per dictum Radulphum vel heredes suos sive assignatos dictam terram cum pertinentiis ingrediatur nec extra[neat] dummodo dictus Patricius vel heredes sui tantum pro dicta terra dare voluerint quantum alii quicumque fideles. Et sciendum est quod in ultimo anno termini sui durabit terminus predicti Patricii vel heredum suorum sive assignatorum usque ad festum Sti. Martini in Hyeme proxime sequens. In cujus rei etc. Hiis testibus, dominis Thom. de Hellebek tunc Vic. Westmerl', Ric de Musgrave tunc Coronatore, Johe de Rossegill, Rob'to le Engleys, militibus, Ad. de Musgrave de Gnypp, Willo. Prudum de Neuby, Willo. Pinkeney de Reuegill, Johe de Ravensby et aliis.

DIGEST OF MEANING.

Agreement between Ralf, son and heir of William de Cundal, and Patrick de Culwen, son of Gilbert, showing that Ralf has granted and leased to Patrick, his heirs or assigns, for 40 years from this date, Saturday before the feast of St. Margaret the Virgin, 1295, 38 acres of arable land and 2 acres of grass land of his demesne in Bampton Cundal, namely 22 acres of arable above Frythemor and

Borghamor, 8 acres above Heythflatt and Stonelbrad, 3 acres above Coulandes and Castlegate, and 4 acres above Waytcroft, and 1 acre above Hardegate, and 1 acre and a half of meadow in Langwra and Sakwath, and a half acre at the head of Langflat, and the lease includes all the rights and easements : in return for a sum of money given by Patrick de Culwen to Ralf in his great need. Ralf and his heirs warrant the tenure under forfeit of £40 to be levied without recourse to law. And if Ralf or his heirs or assigns shall sell or alienate any of the land or wish to lease them for any longer term Patrick and his heirs and assigns shall have the first refusal. And also it is a condition that within the term of lease no one through Ralf, his heirs or assigns, shall enter upon or vacate the land so long as Patrick or his heirs are as willing to give as much as any other of the faithful ; and the term in the last year to end up shall be St. Martin's in the winter, as witness these ; Sir Thomas de Hellebek, then sheriff of Westmorland, Sir Richard de Musgrave, then coroner, Sir John de Rosgil and Sir Robert le Engleys, knights, Adam de Musgrave of Gnyp, William Prudhom of Newby, William de Pinkeney of Reagill, John de Ravensby and others.

There seems to be some omission before 'Sancte Crucis' and the meaning of the sentence is obscure.

IV.—MARRIAGE ENDOWMENT OF ROGER DE CUNDALE
BY HIS FATHER HENRY DE CUNDALE

(16 JANU., 1339).

Sciant etc. quod ego Henricus de Cundal dedi concessi et hac presenti carta mea confirmavi Rogero filio meo et Cristiane uxori sue filie Walteri Forester * et heredibus suis legitime procreatis omnia terras et prata cum suis pertinentiis que Willus. de Wetlay de me tenuit in hameletta de Hognype in villa de Bampton Cundale: tenenda et

* Walter le Forester in A.R. 993, in a case in which Gilbert de Culwen and others are to answer John de Rossegill about dissession of common at Hepp.

habenda predictis Rogero et Cristiane uxori sue et heredibus de corporibus suis legitime procreatis per servitia inde debita et de jure consueta: et si contingat quod predictus Rogerus sine herede de corpore suo legitime procreato obierit, quod absit, volo tunc quod predicta terre et prata cum pertinentiis omnibus mihi et heredibus meis integre revertant. Sed volo quod predicta Cristiana uxor predicti Rogeri predicta terras et prata tenuerit toto tempore vite sue: reddendo mihi et heredibus post decessum predicti Rogeri 4s. per annum ad duos anni terminos viz. medietatem ad festum Pentecostes et aliam medietatem ad festum Sti. Martini in Ieme. Et ego vero etc. (warrant for both). In cujus testimonium etc.

His Testibus, dominis Hugone de Louthre, Thoma de Stirkeland, Johanne de Rossegill, militibus; Roberto Boteler, Johanne de Stirkeland, Gilberto Engayne et aliis. Datum apud Bampton die Sabbati proxima post festum Sti. Hilarii anno regni regis Edwardi tertii post conquestum 12°.

DIGEST OF MEANING.

Know all etc. that I, Henry de Cundal, have granted and confirmed to Roger my son and Christiana his wife, daughter of Walter Forester, and the legitimate heirs of their bodies all the lands and meadows which William de Wetlay held of me in the hamlet of Hognype: to be held by them by the services usual from the land. Should it happen that Roger dies without heir, which God forbid, I will that the tenements revert to me and my heirs in entirety. I wish that Christiana shall hold them should Roger die first, for her life, giving to me and my heirs, after his death 4s. yearly in two instalments.

Va.—GRANT BY ROGER DE CUNDAL OF BAMPTON TO INTERIM FEOFFEEES (2 OCT. 1361).

Sciant presentes etc. quod ego Rogerus de Cundale dedi et concessi etc. Johanni Elliotson capellano et Hen-

rico Watson omnia mea terras et tenementa cum pertinentiis in Bampton Cundal excepta una placea terre vocata Cristecroft, cum servitiis et redditibus liberorum tenentium meorum in eadem villa : habenda et tenenda predictis Johanni et Henrico et heredibus et assignatis suis etc. exceptis etc. libere et in pace de capitalibus dominis feodi illius per servitia etc. Warrant. contra omnes gentes. His testibus, Gilberto de Culwen, Thoma Lengleys, militibus, Roberto de Layburn de Therneby, Simone de Culwen, Johanne de Bradeley et multis aliis. Apud Bampton Cundale sabbato proximo post festum Sti. Michaelis Archangeli, 35 Edw. III.

DIGEST OF MEANING.

Know all men etc. that I, Roger de Cundale, have granted to John Elliotson, chaplain, and Henry Watson all my lands and tenements in Bampton Cundal, except the plot of ground called Cristecroft, with all services and dues ; for them and their heirs or assigns to hold in free tenure of the chief lords of the fee by the services thereto belonging. Warranty against all men.

Vb.—GRANT BACK OF BAMPTON CUNDALE TO ROGER DE CUNDALE AND CHRISTIANA, AND ENTAIL
(OCT. 1361).

Sciant presentes etc. quod nos Johannes Elliotson Vicarius ecclesie de Bampton et Henricus Watson dedimus et concessimus et hac presenti carta nostra duplicata confirmavimus Rogero de Cundale et Cristiane uxori ejus omnia terras et tenementa nostra cum suis pertinentiis in Bampton Cundal cum etc. sine ullo retenemento predictis Rogero et Cristiane uxori ejus et heredibus masculis de corporibus etc. Ita videlicet quod si contingat quod predicti Rogerus et Cristiana obierint sine herede masculino de corporibus ipsorum exeunte, quod absit, tunc omnia predicta terre et tenementa cum pertinentiis integre remaneant Margarete filie predictorum Rogeri et

Cristiane et heredibus masculis de corpore suo exeuntibus : et si contingat quod Margareta obierit sine herede masculo de corpore suo exeunte, tunc omnia predicta terre etc. integre remaneant Johanne sorori predictae Margarete et heredibus masculis etc. Et si contingat quod predicta Johanna obierit sine herede etc. tunc omnia predicta etc. remaneant integre Alicie sorori predictae Johanne et heredibus suis etc. Et si contingat quod predicta Alicia sine herede etc. obierit tunc omnia predicta etc. remaneant integre rectis heredibus predicti Rogeri in perpetuum. Warrant etc. His testibus, Gilberto de Culwen, Thoma Lengleys, militibus, Roberto de Layburn de Thirneby, Simone de Culwen, Johanne de Bradley et mult. aliis. Apud Bampton Cundal, die Martis post festum Sti. Michaelis Archang., 35 Ed. III.

DIGEST OF MEANING.

Know all men etc. that we John Ellotson, vicar of the church of Bampton, and Henry Watson have given, granted and confirmed to Roger de Cundale and Cristiana, his wife, all our lands and tenements in Bampton Cundale and their appurtenances without reserve, to be held by them and the heirs male of their bodies. But so that if it happen, which God forbid, that they die without such heir male, then all the lands and tenements shall remain in entirety to Margaret their daughter and her male heirs : should she die having none, then they shall remain in entirety to her sister Joan : should she also die without male heirs, they shall remain to her sister Alice : should she have no male heir they shall revert to the right heirs of Roger for all time.

VI.—GRANT OF THE LEDYATE, BAMPTON, TO
THOMAS SANDFORD (1471).

Theys indentyer bers wyttenes y^t Wylham of Zate ye son of John of Zate ayer to the place of y^e ledzate is agreyd y^t Thomas of Sandforth and his son Wylm schall

have reulle and governance and y^e mañ rydyn of the sayd place doryng y^r both lyves, also thes berres wytnés at y^e sayd Willyam schall let to farme and lawfully dystren for y^e farme of y^e tennantte of y^e place of y^e ledzatte what so ever he be. Also y^e forsayd Thomas and Wyllyam schall trewly manttene and forteffy y^e forsayd tenauntte as y^e do any of y^r awn tennaunttes. Gyffyn and grantyd y^s yer of our Lord MCCCCLXXI.

VII.—DE BRAMPTON.

Brampton in Westmorland, which gave name to the family, was, for some reason which dates from before our records begin, not held separately under the barons of Westmorland, or Appleby as the barony was also called, but as part of a tenure which included Yanwath, Bolton and Dufton, and that by the family of Greystoke. There must have been some unrecorded mingling of inheritances by marriage to produce this. The Greystoke family held certain lands in other counties in chief, but these of Westmorland possibly first under de Mowbray, then under de Morville, then de Veteripont and then de Clifford; and the Brampton and other families held under them. We are dependent on the lost charters copied by Dodsworth, on the records of cases in Assize and on the Final Concords almost entirely for information about them. The recurrences of Christian names in the family, affording too little chance to separate the owners of the name with ease, make the work one that needs especial care. The only way to get clearness out of the confusion I have found was to work downwards in the generations and then retrace upwards carefully, getting limits as nearly as they could be got to the dates of the earlier charters by means of the names of those witnesses which are found elsewhere in documents to which dates, limits or periods could be fixed. It is impossible without giving transcripts of the charters, which cannot be done in days of expensive printing, to

show in detail the reasoning and its strength. I could only work so as to satisfy myself that my grounds were sure, and give here the result.

The first records that I get of the Brampton family are those of Final Concords in 10 John (1208). These show a partition in Brampton already begun. One is between Nigel de Morville and Richard de Touleston. It tells that Richard called upon William f. Ranulf (of Greystoke) to warrant him in possession of lands in Brampton. William f. Ranulf was therefore either the grantor or the heir of the grantor, and the case is stated to be a recognition of an ancestor's death; the result being that Nigel de Morville quitclaimed to Richard de Touleston the right to 10 bovates and Richard consented that his men (*i.e.* his tenants) should do suit to the mill, and Nigel and his heirs should have reasonable multure (*i.e.* fees) for grinding done at the mill from Richard's land, namely, every 13th measure ground, for all time. Alexander de Brankeston, whose the mill was, was present and agreed. And William f. Ranulf granted to Nigel de Morville 3 acres and 3 roods in greater Stainton and also the toft which he owned "atte tuneshende" in Stainton, to hold of Fitz Ranulf for 1d. yearly. This must have been in compensation for something which Nigel had to give up, and would amount, I suppose, to something like the value of his real claim.

At the same court a second Final Concord was made between Nigel de Morville and Alexander de Branton, *i.e.* Alexander de Brankeston under his name of Brampton, about the mill. This, too, was a Mort d'Ancestor agreement, and, so being, it shows where the ancestral right came in. The mill was recognised as Alexander's right. And in return, Alexander conceded that Nigel de Morville and his heirs and all his "men" of Brampton and all the men of Richard de Touleston and his heirs of Brampton living there on the bovates which "remain"—that is to say which were entailed—to Richard should grind all

their corn, raised in Brampton, in the mill there and that Nigel and his heirs should have their reasonable multure dues therefrom, viz. every 13th measure for all time; repairs to mill-house and pond to be done by them as well as by Alexander's men and those others who owed suit to the mill. What hold Alexander had on Richard de Touleston is not stated, and of Richard one hears no more thereafter. But the transactions show that Alexander and Nigel were either inheritors by some marriage or that Alexander held by reason of some Morville grant.

Now one has, in Dodsworth, vol. LXX, a charter by which Walter de Morville grants to Margery, wife of Alexander de Brankeston, 5 acres of land of his demesne and the whole of his land in Dufton and his portion of Crockthornberthe and some land at Hologates and at Kirksic and Roger son of Orm and his "sequela," to hold of him for 1 pound of cumin at St. Lawrence. One of the witnesses is Ralf de Aincurt, who must have been, one would think, Ralf, son of Gervase, who died in 1250. Thomas son of Ranulf, a brother of William son of Ranulf of Greystoke—or was he Thomas son of William, son of Ranulf who died 1242?—was another. Another was Simon de Oretton, who occurs as witness in A.R. 979 against William de Greystoke in a claim about Bolton (1255). Alan de Warthecop was another who (A.R. 979) was dead in 1255. Thus the date of Walter de Morville's grant to Margery, wife of Alexander de Brankeston, would be something like 1240. Now Walter de Morville and his brother left no sons, as can be judged from these *Trans.* N.S. xii. p. 167. The Final Concords above do not admit of a marriage so late as that of a daughter of Walter de Morville and Alexander de Brankeston, and the residual conclusion is that Margery, who was married to Alexander, was sister to the grantor, Walter, and therefore daughter of Nigel, son of John de Morville, of c. 1176—1206, who was presumably a son of Simon de Morville, lord of Burgh (Cumberland) and Ishall till 1167.

In 1241 probably, in which year Gilbert de Kirketon was deputy-sheriff for the second time, Christiana daughter of Robert the monk, of Brampton, gave to Simon son of William de Brampton, clerk, all the land she inherited from her father, to be held by him for service paid to her. To this, William son of Alexander de Brampton was a witness as well as John de Morville, Adam son of Adam, 'sergeant' at the time to Thomas f. William de Graistok (Thomas f. William de Greystoke died 1247), and Thomas f. Alexander de Brampton, who died before 1255, and others. From the attestation of John de Morville—the second John—it looks as if 1241 were the right date. He died in 1287.

In 1255-6 (A.R. 979) Beatrix, widow of Thomas de Brampton, claimed in Assize against William de Ravenesby $\frac{1}{3}$ of a messuage and 15 acres of land in Brampton, and against Thomas de Aslakeby $\frac{1}{3}$ of 17 acres. William de Greystoke, custodian of the heir and the lands of Thomas de Bampton, called to warrant, stated that the heir of Thomas was of age and that he had no voice in the matter. However, Beatrice recovered her seisin. She also claimed against Walter de Canonesby $\frac{1}{3}$ of a messuage and 15 acres of land, and against Simon son of William, $\frac{1}{3}$ of nine acres, against Robert Bowett $\frac{1}{3}$ of 2 acres, against Thomas son of Thomas de Musgrave $\frac{1}{3}$ of 15 acres, against William le Surreis $\frac{1}{3}$ of nine acres, as her dowry. Thomas and William called to warrant William son of Thomas de Brampton, but the others opposed William, though the Roll does not say why. However, this tells us that William son of Thomas was in possession of his patrimony, and in 1257 an agreement was made between him and Walter de Meburn, clerk, by which Walter granted to William 8 bovates which William held by demise of G. de Brampton, probably Gervase mentioned below. William was in default for some unstated reason in 1277-8 (A.R. 980).

The above-mentioned Thomas de Aslakby gave to his

daughter his tenements in Brampton which he held by concession of Thomas son of Alexander, his land above Harmaldineflatt, Pulwath and his land between Pulewath and the boundary of Kirkbythore, for a rent of 8s. To this grant Simon son of William, "clerk," de Branton, Robert Bowett and Gervase, among others, were witnesses. Robert Bowett gave to his son Gervase and his heirs $4\frac{1}{2}$ acres in Brampton, and Simon de Brampton was one witness. Robert, son of Gervase called Gervase de Brampton, granted and confirmed to Mr. William de Brampton, son of Simon de Brampton, "the younger," and Alice, his widow, quitclaimed to William de Brampton "the younger" all her right in this—the capital messuage of Brampton—and land adjoining which were once her husband's, Robert son of Gervase. But Gervase left another son apparently also named Gervase, against whom, together with Robert and Idonea le Engleys and others, John de Helton and Agnes, his wife, claimed the payment of a skeep of oats, about which I have given particulars in the Sandford history; but it appears from the account given by the jury that Mr. William de Brampton at that time, viz., 1300-2, held either 6 or 7 of the bovates from which the payment was to come. John de Helton also applied against him in the same Assize for 20 acres of common pasture. And the jury said that the lordship of Brampton was once the right of Thomas, lord of Brampton, who held the 20 acres "in separali," *i.e.* separated from the land round, probably by enclosure: John de Helton and Agnes had acquired a moiety of the lordship of the township, and John, by himself, 6 bovates of the land of Thomas Freeman. The tenants had had common of pasture notwithstanding the separate land about which the dispute was, and Thomas Freeman was one who exercised the right; but Mr. William, after he acquired a moiety of the lordship, blocked them out. Mr. William answers that John is making an overlapping, that is, a double claim.

The case was adjourned and I have found no record of it later.

John de Helton and Agnes also claimed in this Assize against Mr. William, son of Simon de Brampton, a moiety of the mill in Brampton, and the conclusion is not recorded. How William son of Simon, came to have this is shown by a charter which Dodsworth gives, a grant by Richard son of Richard son of Thomas, once lord of Brampton,—a way of putting his position which tends to show that though he was lord of Brampton his father was not. It would seem that William son of Thomas de Brampton had left no issue and that Richard's father was the next brother and heir. Richard son of Richard granted to Mr. William son of Symon de Brampton his capital messuage and another with its garden and le Hallebank del Hallewatgate and the mill, to hold of the chief lords of the fee. No reason is adduced in the charter for the transaction, and we shall see that Richard had a son, John, so it must have been want of means for some reason which caused the transfer.

In 1302 (Hil. 30 Edw. I.) a final concord was come to between Mr. William son of Simon de Brampton and Richard son of Richard Ward, of Brampton, according to which two messuages, a mill, 60 acres of land, 7 of meadow, 20 acres of woodland, and 9s. and a pound of pepper as rent became the right of Mr. William, to be held of the chief lords of the fee. This looks like an arrangement to secure the grant above mentioned. Another grant to Mr. William son of Simon was made about 1300 by Thomas son of Peter de Thoresby and Cecilia, his wife, daughter of Peter de Brampton, a messuage and 4 bovates of land in Brampton. To this Henry de Cundale (c. 1290—1340) is a witness. This, as a final concord shows, was in 1322. And Elena del Crokedayke, widow of Adam, granted to her nephew (*nepoti*) William de Brampton, 2 acres which she had in Brampton lying close by Kirkby-

thore (Adam was father of Alexander del Crokedayk who died 1309); and Walter de Wessington quitclaimed to William son of Simon de Brampton all tenements which William held of him for life—they belonged to his grandfather, John de Morville. This was in 1314 or 1323, when Henry de Warthecop was deputy sheriff.

Then in 1334 (8 Edw. III.) a Final Concord between Mr. William de Brampton and John de Castro Bernard, deforciant, gives to William tenements for life which he, for interim purposes, had granted to John: namely, 4 messuages, 16 acres of land, 16 acres of meadow and 4s. rent in Dufton and Sandford, $\frac{1}{4}$ of the manor of Melkathorp, and the manor of Brampton, except 3 messuages and 4 bovates of land. After William's death these were to remain to Nicholas son of Roger de Layburn and Joan, his wife, and the heirs of Joan; remainder to John son of Richard de Brampton (the right heir of Brampton); remainder after him, if he died without issue, to John son of John de Crofton; remainder last of all to Mr. William's right heirs. Another Final Concord of the same date is one between Mr. William de Brampton and Margaret de Colleby, petitioners, and John de Casto Bernard, deforciant, the same interim feoffee put in by Mr. William de Brampton. By this 11 messuages, 1 carucate of land, 13 bovates and 15 acres of land and 15 acres of meadow and 13 $\frac{1}{4}$ d. rents in Colby, Bolton, Knocksalcock, Merton and Asby were transferred to William and Margaret for the life of each. After the deaths of both, to remain to Nicholas son of Roger de Layburn and Joan, his wife, the same remainders as before. Thus, in both cases, the first remainder was to the right Brampton heir. In the *Inq. p. mortem* of Ralf, son of William (de Greystoke), 18 Feb., 10 Edw. II. (1317), it is stated that land in Brampton was held by Mr. William de Brampton under him as of the manor of Dufton, and that the service due was 1lb. of pepper, suit of court and 4s. 4d. cornage paid at Appleby.

In 1346 (A.R. 1435), a question before the Assize was whether William son of William, son of Henry de Brampton, Richard son of Robert de Brampton, Henry son of Simon de Brampton and others, and Mr. William de Brampton had unjustly disseised Alexander Freeman de Brampton of 2 messuages, 23 acres of land and 1 acre of meadow in Brampton. Mr. William de Cundale was attorney for Mr. William, and stated that William de Brampton (chaplain) was seised of 2 portions of this and of the reversion of the third, which Christiana, widow of Thomas Freeman holds, and that Mr. William gave these to Mr. William de Cundal and Thomas de Sandford, chaplain, under the name of 1 messuage and 2 parts of a messuage and 2 bovates and 2 parts of 1 bovat and the reversion. Against this Alexander Freeman had nothing to say. There was also the question whether Mr. William de Brampton and Nicholas de Layburn and others had disseised John son of William de Helton of 4 messuages, 80 acres of land and 6 acres of meadow, of which Thomas de Appleby was holding 3 messuages and 40 acres of land and 4 acres of meadow, and Mr. William the remainder. The reply was that John de Helton, grandfather of John, was seised in demesne of this, had two sons, gave it to the younger, married again and had two sons and a daughter, and the heir left no heir. But there the information stops. The tenement, however, was in the hands of Mr. William de Brampton.

Information about the Brampton family fails thereafter, except that in Mr. Dayrell Crackanthorpe's Newbiggin deeds is one which gives an agreement between Thomas son of Roger de Layburn and Robert de Dokwray of Kirkby Kendal on one part, and Margaret, daughter and heir of Nicholas de Layburn, on the other, granting to Margaret an annual rent of 20 marks, to be taken by her and her heirs from the lands in Westmorland which were Roger de Layburne's. This is evidently for Margaret's

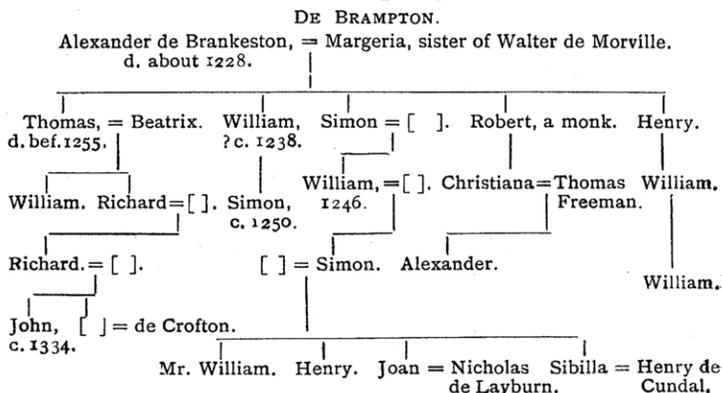
marriage portion, but to whom she was married there is no hint, only one sees that there was no male heir of the Layburn-Brampton marriage. This agreement is dated 24 July, 1 Ric. II. (1377).

That Mr. William de Brampton had amassed a fortune is also shown by Bp. Halton's Registers, transcribed by W. N. Thompson. In March, 1294, he leased Croglin church for 5 years, making sundry payments out and providing for the duty. In 1296 he was presented to Asby, instituted to the rectory, 1297, being at the time sub-deacon; was granted the custody of Long Marton rectory and of John de Medburn, a minor who was admitted thereto—this meant emoluments—in 1302. In 1306 he gave a title for orders of the worth of 5 marks to Robert de Asby, gave a title of the same value to Thomas Cournour of Appleby in 1307, and one also (of the same stipendial value) to Gilbert de Asby in 1309, gave a title also to William f. Robert "cementarius" of Kirkby Thore, of the same value, in 1310, a title to John de Louthier in 1310, one to William de Askby in 1312 and to William Kemp of Appleby at the same time. Some of these titles were repeated up to 1315, which makes it look as if he held several benefices and did the duty by deputy. So far I have found no record that he was more than sub-deacon. What his relationship to Margaret de Colleby was is unexplained, as is also her relation to the Margaret de Colby of 1369, who comes in the "Appendix to the Feoffees of the Clif-fords" (p. 331). A Henry, son of Simon de Brampton, may have been his brother, but the name Simon is given to others of the branches of the Brampton family, possibly a reminiscence of Simon de Morville, and the name William is frequent. Joan, who was married to Nicholas son of Roger de Layburn, seems to have been his sister, and Sibilla, who was married to Henry de Cundale, was another sister. The wife of John de Crofton, to judge

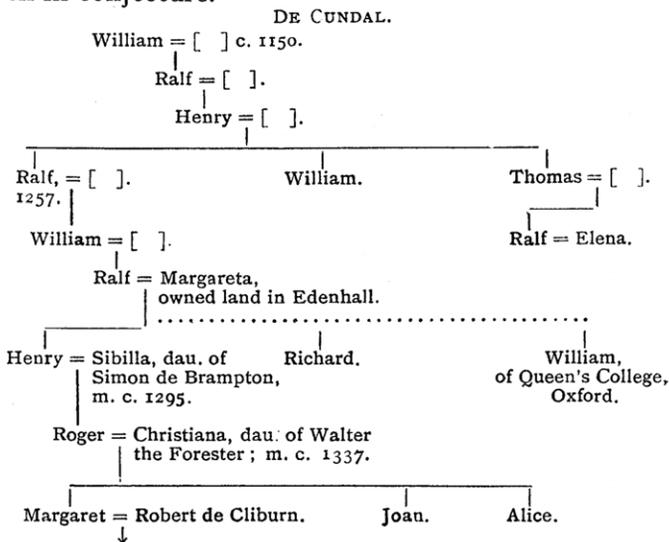
from the arrangement made, would appear to be a sister of the real heir, John de Brampton.

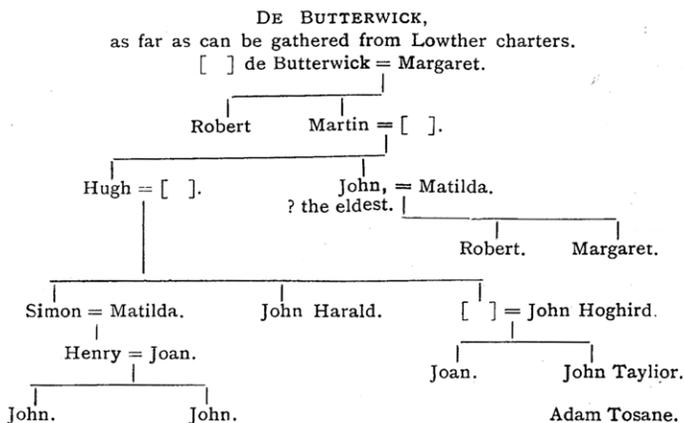
These particulars give some sort of reason for the unusually copious arrangements about the marriage of Henry de Cundale and Sibilla de Brampton, which strike one as an eagerly sought alliance.

So far as I can make out the pedigree it seems to be this :



Others occur to which I cannot give the right place, even in conjecture.





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