

A Calendar of the Fines for the County of Derby from their commencement in the reign of Richard I.

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INTRODUCTION.



AMONG the various classes of Public Records which have been preserved during the last seven hundred years, and handed down to us at the present time, there is none more valuable for topographical and genealogical purposes than the Fines (Final Concords) of lands; a Calendar of which, for the county of Derby, is here commenced.

As these documents may not be familiar to the general reader, a short description of their nature and origin may not be considered out of place.

Cruise,* in his learned work on the subject, speaks thus of their history: "When landed property first became the subject of alienation, it was found necessary to adopt some authentic mode of transfer, which might secure the possession, and evince the title of the purchaser.

"By the ancient common law, a charter of feoffment was, in general, the only written instrument whereby lands were transferred or conveyed; but although this assurance derived great authenticity from the number of witnesses by whom it was usually attested, and the solemn and public manner in which livery of seisin was usually given; yet still it may be supposed that inconveniences would frequently arise, either from the loss

* An essay on "The Nature and Operation of Fines and Recoveries," by William Cruise, Esq., of Lincoln's Inn, Barrister-at-law, 1794.

of the charter itself, or from the difficulty of proving it after a lapse of years. These circumstances probably induced men to look out for some other species of assurance which should be more solemn, more lasting, and more easy to be proved than a charter of feoffment.

“Experience must soon have discovered that no title could be so secure and notorious, as that which had been questioned by an adverse party, and ratified by the determination of a Court of Justice: and the ingenuity of mankind soon found out a method of deriving the same advantages from a fictitious process.

“To effect this purpose the following plan was adopted: a suit was commenced concerning the lands intended to be conveyed, and when the writ was sued out, and the parties appeared in Court, a composition of the suit was entered into with the consent of the Judges, whereby the lands in question were acknowledged to be the right of one of the contending parties.

“This agreement, being reduced into writing, was inrolled among the Records of the Court, where it was preserved by the public officer; by which means it was not so liable to be lost or defaced as a charter of feoffment, and being a record, would at all times prove itself. It had also another advantage, that, being substituted in the place of the sentence, which would have been given in case the suit had not been compounded, it was held to be of the same nature, and of equal force with the judgment of a Court of Justice.”

Of fines there were four different kinds:—

- 1st. *Sur conuzance de droit come ceo, etc.*
- 2nd. *Sur conuzance de droit tantum.*
- 3rd. *Sur concessit.*
- 4th. *Sur done grant et render.*

The first was the best and surest kind of fine; for the Deforciant (*viz.*, the grantor), in order to avoid the formality of an actual feoffment, with livery of seisin, acknowledges in court a former feoffment or gift in possession to have been made by him to the Plaintiff (*viz.*, the grantee). This fine gave the plaintiff immediate possession of the land.

The second kind was upon acknowledgment of this right only, without the circumstance of a preceding gift by the deforciant. This form was generally used to pass a reversionary interest.

The third kind is where the deforciant, in order to make an end of disputes, though he acknowledges no precedent right or gift, grants to the plaintiff an estate *de novo*, by way of supposed composition, which may be either an estate in fee, in tail, for life, or even for years.

The fourth kind is a double fine, comprehending Nos. 1 and 3. It is used in order to create particular limitations of estates. In this fine the plaintiff, after the right is acknowledged to be in him, renders or grants back to the deforciant some other estate in the lands.

From this, it appears that the form of the fine should show what interest the conveying party had in the lands ; a point sometimes of considerable importance.

Formerly, fines were resorted to when, apparently, there was not the slightest necessity to have recourse to this kind of assurance ; but, as time went on, this was discontinued, and the long and elaborate settlements and other provisions which are often found in early fines ceased, all such provisions being made by separate indentures, leading or declaring the uses of the fine ; a much more convenient and less cumbersome method ; for in this case the fine would resolve itself into the simplest form, and there would be no necessity to inrol, as of Record, the indenture of settlement, or whatever else it might be. In recent times, fines fell into the common form described as No. 1, "*Sur conuzance de droit come ces, etc.*," and they were used, I think I may say almost exclusively, for the purpose of barring estates tail, or conveying the estates of married women. The use of this method of assurance continued until the year 1834, when Fines and Recoveries were entirely abolished, and a simpler method was introduced. But that the general reader may not perplex himself with the minute distinctions before referred to, not always clear even to the well read jurist, it has been thought best, in the following calendar, not to overload the pages with unnecessary verbiage, but rather to

give, in brief and technical, but still easily intelligible form, the exact purport of each fine. In some publications much space has been wasted in this respect; for instance, the names of the Justices are of no use, except in those very rare instances where the date of the fine is lost or not given; and the abstract of a fine in its pure terms is repulsive in form, and may perhaps be more puzzling to the ordinary reader than the document itself in its entirety.

I have here endeavoured, at some pains, to avoid these faults; I have studied to give the exact effect of every fine in language which shall be technical, yet clear and brief, but without sacrificing any point of importance. For instance, the term *in fee*, which I have adopted, is sufficiently intelligible, besides being technically accurate; what object can there be in saying *his heirs for ever*, when the other phrase is sufficient? Look at the space taken up unnecessarily; four words instead of two, and then this is no trifle, let us suppose a calendar of 10,000 fines, the use of the short form *in fee* instead of *his heirs for ever*, would obviously save 20,000 words, equivalent to about fifty pages of these Transactions; and so throughout.

Life is too short, and time is too valuable to be frittered away over mere word crowding and tautology, however necessary it might have been as a legal form, and still may be, perhaps, in a qualified way; we want the kernel at once without having to roam through an apparently trackless forest; and to wear ourselves out in operose and useless work, such as a diffuse and lengthy calendar of these fines would be, while the inexorable stream of time is fast running its course, would be an unnecessary and profitless task.

But "*Jam satis est . . . verbum non amplius addam.*"

W. H. H.

CALENDAR.

- 1196 Westminster. Feast of St. Cecilia, Virgin, 8 Ric. I.
 Nov. 22. Between John, son of William de Kelm, *Plaintiff*, and Michael de Ednesofre, *Tenant*.

Release by Plaintiffs, in consideration of a silver mark, to Tenant, in fee, of 1½ acre of land at Haliwell in Cestrefeld; at the yearly rent of 4d. for all service.

1197

Jan. 26. Westminster. Friday next after the Conversion of S. Paul, 8 Ric. I.

Between the Hospitallers of Jerusalem, *Plaintiffs*, and Robert de Bakepuz, *Tenant*, by John his son, his attorney.

Release by Plaintiff to Tenant, in fee, of the advowson of the church of Barewe (Barrow-upon-Trent); and release, in consideration thereof, by Tenant to Plaintiffs, by the assent of Hugh, Bishop of Coventry, then present, of 100s. yearly thereout. In case of the church being vacant, the 100s. to be received out of the goods thereof while it remains in the hands of the Bishop.

Oct. 21. Westminster. Tuesday next after the Feast of S. Luke the Evangelist, 9 Ric. I.

Between Amabel, of Pakinton, * *Plaintiff*, and Alan de Sumerville. *Tenant*.

Grant by Tenant, in consideration of a silver mark and a cloak, to Plaintiff, of 4 virgates of land in Pakinton for life, with reversion to Tenant in fee, at the yearly rent of 8d. for all service, except foreign service [a portion defaced] to the Countess of Rependon; also of 2 tofts, to give to whom she will.

1201 . . . [octaves of S. John the Baptist] 3 John.

July 1. Between John, Bishop of Norwich, † *Plaintiff*, and Richard Fitz [defaced] *Tenant*.

Grant by Plaintiff and Tenant to William Fitz Robert, in fee, of 3 oxgangs of land in Sendiacre, at the yearly rent of 5 sh. for all service, except foreign service; and grant, in consideration thereof, by Plaintiff and William Fitz Robert to tenant of the autumn corn sown by him thereon; Tenant receiving the homage of William in the same court.

July 1. Same date.

Between John, Bishop of Norwich, *Plaintiff*, and Robert de Burun, *Tenant*.

Grant by Plaintiff and Tenant to William Fitz Robert, in fee, of 2 [defaced] in Sendiacre, at the yearly rent of 2 lbs. of cummin yearly for all service, except foreign service; and grant, in consideration thereof, by Plaintiff and William Fitz Robert to Tenant of the autumn corn sown by him thereon; Tenant receiving the homage of William in the same court.

* A small part of Packington parish (Leicestershire) is within the county of Derby.—ED.

† John of Oxford, Bishop of Norwich, held the Lichfield prebend of Sandiacre.—ED.

- 1202 Nottingham. Thursday next after the Feast of S. Botulph, 4 John.
June 20. Between Richard Fitz Muriel, *Plaintiff*, and Cicely, widow of Warin, *Tenant*.

Grant, on an assize of mort d'ancestor,* by Plaintiff, in consideration of half a silver mark, to Tenant, in fee, of an oxgang of land in Stanleg, at the yearly rent of sixpence for all service, except foreign service.

- June 21. Nottingham. Friday next after the Feast of S. Botulph, 4 John.
Between Alan Fitz Jordan, *Plaintiff*, and Gilbert de Lindesia and Emma his wife, and Richard and Agnes his wife, *Tenants*.

Release, on an assize of mort d'ancestor, by Plaintiff, in consideration of 2 silver marks, to Tenants, in fee, of 2 virgates of land and one messuage in Eston (Aston-on-Trent); and grant, in consideration thereof, by Tenants to Plaintiff, in fee, of one messuage in Eston, lying between the 2 messuages belonging to William Malmesert.

1202 Same date.

- June 21. Between Alan Fitz Roger, *Plaintiff*, and Alan Fitz Jordan and Mary his wife, *Tenants*.

Release, on an assize of mort d'ancestor, by Plaintiff, in consideration, of a silver mark, to Tenants, in fee, of half a plough land in Serdelaw (Shardlow).

- June 22. Nottingham. Saturday next after the Feast of S. [Botulph], 4 John.
Between William Fitz Hugh, *Plaintiff*, and Walter de . . . tebi and Brumer of Derby and Agnes, widow, *Tenants*.

Release, on an assize of mort d'ancestor, by Plaintiff, in consideration of 31s. 8d. sterling, to Tenants, in fee, of 3 tofts and 4 acres of land in Derby.

- June 22. Same date.
Between Richard Parmenter and Emma, his wife, and Matilda, her sister, *Plaintiffs*, and William Fitz Lewin, *Tenant*.

Release, on an assize of mort d'ancestor, by Plaintiffs, in consideration of 2½ marks sterling, to Tenants, in fee, of a messuage in Derby.

* The assize of mort d'ancestor (*assisa mortis antecessoris*) was a Writ directed to the Sheriff, for the recovery of possession of things immoveable, whereof anyone's ancestors were seised.—ED.

- June 22. Same date.
 Between Edwin Fitz Aghemund and Agnes his wife, *Plaintiffs*,
 and Raghenald Fitz Thore, *Tenant*.
 Release, on an assize of mort d'ancestor, by Plaintiffs, in consideration of a silver mark to Tenant, in fee, of a messuage in Derby.
- June 23. Nottingham. Sunday next after the Feast of S. Botulph, 4 John.
 Between Hawis Fitz Walkelin and Leticie his sister, *Plaintiffs*, and
 Ingeram de Waldewich and Quenild his wife, *Tenants*.
 Agreement, on an assize of mort d'ancestor, that Plaintiffs and their heirs are to hold a messuage in Derby for the life of Quenild, at the yearly rent of 8d. for all service, with reversion, in fee, quit of the same rent after Quenild's death.
- June 23. Nottingham. Same date.
 Between Matilda, daughter of William, *Plaintiff*, and Alan de Tikenhall, *Tenant*.
 Grant, on an assize of mort d'ancestor, by Tenant, in consideration of 10s. sterling, to Plaintiff, in fee, of 2 virgates of land in Tikenhall, at the yearly rent of 34d., and by the free service of following the wapentake of Rapindon every year at his own cost for all service, except foreign service.
- June 23. Nottingham. Same date.
 Between John the Cordwainer and Alice his wife, *Plaintiffs*, and the Prior of Rapindon, *Tenant*.
 Release, on an assize of mort d'ancestor, by Plaintiffs, in consideration of a silver mark, to Tenant, in perpetuity, of 2 oxgangs of land in Tikenhall.
- June 25. Nottingham. Tuesday next after the Nativity of S. John the Baptist, 4 John.
 Between Roger Fitz William, *Plaintiff*, and the Abbot of Burton, *Tenant*.
 Release, on an assize of mort d'ancestor, by Plaintiff, in consideration of 20s. to Tenant, in perpetuity, of 4 oxgangs of land in Over.
- June 25. Nottingham. Same date.
 Between Alan, brother of Simon Palmer, *Plaintiff*, and Herbert the Carter and Isabella his wife, *Tenants*.
 Release, on an assize of mort d'ancestor, by Plaintiff, in consideration of 10s. to Tenants, in fee, of a messuage in Cestrefeld.

- June 28. Nottingham. Friday next after the Nativity of S. John the Baptist, 4 John.
Between Nicholas Suyenell, *Plaintiff*, and Simon de Knyb', *Tenant*.
Release, on an assize of mort d'ancestor, by Plaintiff, in consideration of 5s. to Tenant, in fee, of 2 virgates of land in Bretteby.
- July 1. Nottingham. Monday next after the Feast of the Apostles Peter and Paul, 4 John.
Between William Fitz Rolland, *Plaintiff*, and John Dainotour and Matilda his wife, and Hugh de Stiveton and Sarah his wife, *Tenants*.
Release, on an assize of mort d'ancestor, by Plaintiff, in consideration of a silver mark to Tenants in fee, of 2 oxgangs of land in Scirebroc (Shirebrook).
- July 5. Nottingham. Friday next after the Feast of the Apostles Peter and Paul, 4 John.
Between Alina, daughter of Robert, *Plaintiff*, by Matthew her son, her attorney, and Adam de Staunton, *Tenant*.
Release, on an assize of mort d'ancestor, by Plaintiff, to Tenant, in fee, of 52 acres of land, the fourth part of an oxgang of land, the fourth part of 2 mills, and a fourth part of a messuage in Staunton (Stanton-in-the-Peak); and grant, in consideration thereof by Tenant to Plaintiff, in fee, of 2 acres of meadow in the same vill, lying next the ford of Haddon towards the west, and the fourth part of the aforesaid 2 mills; to hold of Tenant and his heirs by the service pertaining to his fee which he holds in the same vill, by the service of the eighth part of one knight's fee for all service.
- July 5. Nottingham. Same date.
Between Robert de Alveleg', *Plaintiff*, and Peter de Deseth and Alice his wife, *Tenants*.
Grant, on an assize of mort d'ancestor, by Plaintiff, to Tenants, in fee, of 36 acres of land in Stevenethornehaie (? Ashover parish), at the rearly rent of 2s. 6d.; at the Annunciation 15d. and at Michaelmas 15d. for all service; and release, in consideration thereof, by Tenants to Plaintiff, in fee, of 36 acres of land in Leheg' and in Riecroft, and of his mill-pond upon their land at Bedebroc.
- July 6. Nottingham. The octave day of the Apostles Peter and Paul, 4 John.
Between William de Stretton, *Plaintiff*, and Sewale Fitz Henry, *Tenant*.

Release, on an assize of mort d'ancestor, by Plaintiff, in consideration of a silver mark to Tenant, in fee, of an oxgang of land in Barleburge.

1203 Westminster. Within 15 days of Easter, 4 John.

Apr. 6-20. Between Peter Fitz Ralph, and Alice his wife, *Plaintiffs*, by William de Dustune their attorney, and Hugh de Akovre, *Tenant*.

Grant, by Plaintiffs to Tenant, in fee, of 16 oxgangs of land in Caldelawe; to hold of Plaintiffs, and of the heirs of Alice; rendering yearly a sparrow-hawk, or 2s., at the Feast of S. James for all service; saving to the King the services and customs due from that land to the manor of Wirkewrde (? Wirksworth), which Plaintiff Hugh and his heirs will discharge towards the King for Plaintiff Alice and her heirs.

1204. Nottingham. Within the octaves of the Purification, 5 John.

Feb. 2-9. Between Gerbert de Stok' and Avicia his wife, *Plaintiffs*, and Maurice de Andely and Isabel his wife, by the same Maurice her attorney, *Tenants*.

Release on an assize of mort d'ancestor, by Plaintiffs, in consideration of a silver mark, to Tenants, and to the heirs of Tenant Isabel, of 4 acres of land in Stok'.

April 25—May 23. Westminster. Within one month of Easter, 5 John.

Between William Fitz Robert, *Plaintiff*, and John Fitz William, *Tenant*.

Release, on a recognizance of great assize,* by Plaintiff, in consideration of 10 silver marks, to Tenant, in fee, of 4 carucates of land in Norbir' and in Rounton.

Sept. 29—Oct. 13. S. Bride's, London. Within 15 days of S. Michael, 6 John.

Between William, Abbot of Burton, *Plaintiff*, and Nicholas de Wilinton, *Tenant*.

Grant by Plaintiff, in consideration of 11s., to Tenant, in fee, of 12 oxgangs, and 6 acres of land, and a mill in Finderne, and a mill in Potlac, by the free service of 43s. 6d. yearly, viz., at Michaelmas 23s. 6d., and at the feast of S. Martin 20s., for all service and exaction, in lieu of the services and customs hitherto exacted by Plaintiff from Tenant.

* "The law of Fees is grounded upon two Rights; one of Possession, the other of Property. And as the *Grand Assize* serveth for the right of Property, so the *Petit Assize* serveth for the right of Possession."—Cowell's "Interpreter."—ED.

1208.

April 25—May 30. Westminster. Within 5 weeks of Easter, 9 John.

Between Nicholas de Limesie, *Plaintiff*, and Jordan de Toke, *Tenant*.

Grant by Plaintiff to Tenant in fee, by the free service of rendering 50s. a year at Hulton,* at the Annunciation of B. V. M. 25s., and at the Feast of S. Martin 25s. for all service, save foreign service.

Sept. 2. Nottingham. The morrow of S. Giles, Abbot, 10 John.

Between Alice de Sumerville and Richard de Curzun, son and warranty of the same Alice for her dower, *Plaintiffs*, and Thomas de Curzun, *Tenant*.

Grant and acknowledgment by Tenant to Plaintiff Alice, for her life, of the vill of Keteleston claimed by her as her dower out of the free tenement of Robert de Curzun her late husband, and whereof Tenant did call Plaintiff Richard to warranty, with remainder to Tenant in fee, by the service of one knight, and grant, in consideration thereof by Plaintiff Richard to Tenant or his heirs during the life of Plaintiff Alice, by the service of one knight's fee, of £9, 7, 6 rents of land in Twiford, Steineston, Croxhale and Edelinghale, with reversion to grantor in fee; viz., in Twiford and in Steineston [defaced], and 9d., viz., whatever Tenant had in the same vills beyond the service of William Fitz William which doth remain to Plaintiff Richard; and beyond [defaced] of Edelinghale for 50s. rents, and in the vill of Croxhale the homage and service of Robert Fitz Robert of [defaced] 18 acres of land which he doth hold in the same vill, viz., 3s. a year, and foreign service; and the homage and service of William de Curzun [defaced] virgates, and 15 acres of land which he doth hold in the same vill, viz., 12d. a year, and foreign service; and the homage and service of Robert [defaced] for one virgate of land which he doth hold in the same vill, viz., 3s. a year, and foreign service; and the homage and service of Robert Hare for half a virgate [of land] which he doth hold in the same vill, viz., 2s. a year, and foreign service; and the homage and service of Roger Fitz William for one virgate of land which he doth hold in the same vill, viz., 2s. a year, and foreign service; and the homage and service of Eudo the butler for one virgate of land which he doth hold in the same vill, viz., 3s. a year, and foreign service; and the homage and service of Geoffrey de Edelinghale for 9 acres of land which he doth hold in Edelinghale viz., 2s. 9d. a year, for all service. This Fine was made in the

* Hilton, a township in the parish of Marston-on-Dove.—ED.

presence and with the assent of the aforesaid Robert Fitz Robert, William de Curzun, Robert [defaced], Robert Hare, Roger Fitz William, Eudo the butler, and Geoffrey de Edelingchale, who did acknowledge their services.*

1208. Derby. Saturday next after the Feast of S. Martin, 10 John.

November 15. Between Stephen Fitz Henry, *Plaintiff*, and Richard, Prior of Reppedone, *Tenant*.

Release, on an assize of mort d'ancestor, by Plaintiff, in consideration of 10s., to Tenant, in perpetuity, of 2 oxgangs of land in Tikenhal.

November 15. Derby. Same date.

Between Cristiana, daughter of Robert, *Plaintiff*, and Alan de Sumerville, *Tenant*.

Release, on an assize of mort d'ancestor, by Plaintiff, in consideration of 2 marks, to Tenant, in fee, of 5 virgates of land, and the third part of 2 virgates of land in Wivelesle (Willesley) and Pakinton claimed by Plaintiff as her reasonable portion of her sister's inheritance.

November 15. Derby. Same date.

Between Henry de Herthull and Hawisia his wife, *Plaintiffs*, and Henry de Hotot, *Tenant*.

Release, on an assize of mort d'ancestor, by Plaintiffs to Tenant, in fee, of an oxgang of land, and the fourth part of a mill in Hyolegrave.†

November 16. [Derby.] Sunday next after the Feast of S. Martin, 10 John.

Between Robert de Al...el, *Plaintiff*, and Hugh de Findern, *Tenant*.

Release, on a recognizance of great assize, by Plaintiff, in

* Robert de Curzon, by his wife Alice, had three sons, Richard, Thomas, and Robert. From Richard, the eldest son, descended the Curzons of Croxall, Edingale, and Twyford. Robert, the third son, became a celebrated Cardinal. From Thomas, the second son, descended the Curzons of Kedleston, the manor being left him by his father. But Thomas died young, leaving an infant son, Thomas, to the guardianship of his uncle Richard. Alice, widow of Robert de Curzon, meanwhile married a Somerville, and on her grandson coming of age claimed Kedleston as part of her dower. Thereupon arose an intricate and interesting, though unnatural, lawsuit of some years' duration. Plea Rolls, John 7-9.—Ussher's "History of Croxall Parish," pp. 4, 5; Cox's "Churches of Derbyshire," vol. iii. pp. 172, 3.—ED.

† Harthill, a small township of the Parish of Bakewell (where there used to be an ancient chapel, and the large manor house of the Harthill family), adjoins the Parish of Youlgreave. The Harthills held much land in the Parish of Youlgreave up to 1390, when it passed by marriage to the Cokaynes, with whom it remained for two centuries, when it was purchased by Sir John Manners.—ED.

consideration of 3 silver marks, to Tenant, and to Nicholas de Wilinton, vouched by him to warranty, in fee, of 4 oxgangs of land in Findern; also grant and release by said Nicholas to Plaintiff, in fee, of $2\frac{1}{2}$ acres of meadow, and 2 acres of land in Findern; viz., one acre of meadow in Heppelende next the meadow of Richard the Clerk, and $1\frac{1}{2}$ acre of meadow in [defaced], and $\frac{1}{2}$ acre of land in Heppelende, and $\frac{1}{2}$ acre of land in Hurimandole, next the land of William de Hovere.

November 16. Derby. Same date.

Between Richard Fitz Robert, *Plaintiff*, and Robert Mauniluerd and Matilda his wife, *Tenants*.

Grant, on an assize of mort d'ancestor, by Tenants to Plaintiff, in fee of $1\frac{1}{2}$ acre of land, part of $3\frac{1}{2}$ acres of land, in Athelardestre,* lying next the land of Plaintiff; the other 2 acres to remain to Tenants and to the heirs of Tenant Matilda in fee, quit of Plaintiff.

November 16. Derby. Same date.

Between Henry de Verdone, and Hawisia his wife, and Robert de Sugkenhull, and Petronilla his wife, and Dionisia, their sister, *Plaintiffs*, and William de Gresle, *Tenant*.

Grant, on an assize of mort d'ancestor (at the request of Plaintiffs Henry and Hawisia and Dionisia, who do release their right), by Tenant to Plaintiffs Robert and Petronilla, and to the heirs of Petronilla in fee, of a moiety of 5 acres of wood in Suartlincot (Swadlincote); viz., that which doth extend from Leverichgrave to Blackepit, and from Blackepit to Brockholes; by the free service of rendering a sparrow hawk yearly at the Feast of S. James, for all service. The other moiety to remain to Tenant, in fee, quit of Plaintiffs Robert and Petronilla and their heirs.

November 16. Derby. Same date.

Between Henry de Penesion, *Plaintiff*, and Master Richard, Parson of Dubrig (Dovebridge), *Tenant*.

Release by Plaintiff, in consideration of a mark, to Tenant, and to the Church of Dubrig in perpetuity, of an acre of land in Brocton (Church Broughton), and acknowledgment that the same is frankal of the same church.

November 17. Derby. Monday next before the Feast of S. Edmund, 10 John.

Between Simon Fitz Roger, *Plaintiff*, and Felicia de Hurst, *Tenant*.

Release, on an assize of mort d'ancestor by Plaintiff, in considera-

* Allestree; spelt *Adelardestreu* in Domesday Survey.—ED.

tion of half a mark, to Tenant, in fee, of 12 acres of land in Caldelawe.

November 19. Derby. Wednesday next before the Feast of S. Edmund, 10 John.

Between Serlo de Begelei, *Plaintiff*, and Robert Brito, *Tenant*.

Grant, on a recognizance of great assize, by Plaintiff and Tenant to the Church of S. Thomas the Martyr of Beuchef, and the canons there, in frankalmoign, * of 60 acres of land in Waletone.

November 22. Derby. Feast of S. Edmund, 10 John.

Between Robert de Alvel, *Plaintiff*, and Nicholas de Wilruc', summoned to warrant him his charter [*Tenant*].

Grant, by Tenant to Plaintiff, in fee, of 2 oxgangs of land in Finderne by the free service of 2s. a year, viz., 12d. at the Nativity of S. John the Baptist, and 12d. at the Feast of S. Martin, for all service.

November 28. Derby. Friday next after the Feast of S. Edmund, 10 John.

Between Lucian de Seille, and Agatha his wife, *Plaintiffs*, and Bertram de Caldun, and Alice his wife, *Tenants*; concerning a wood in Hertishorn.

Grant by Tenants to Plaintiffs, and to the heirs of Plaintiff Agatha, in fee, quit of the heirs of Tenant Alice, of a moiety of Danewallehai, viz., that moiety which doth lie towards Danewall; and all the wood which is without Danewallhai is to remain common to both Plaintiffs and Tenants, and their men, for ever, except Porchaia, which doth remain common to Plaintiffs and Tenants only, for ever; and release, in consideration thereof, by Plaintiffs, for themselves and the heirs of Plaintiff Agatha, to Tenants, and to the heirs of Tenant Alice, in fee, of 4 brillis (*brillis*), viz., in Hetle, in Brocle, in Suttle, and in Lutlele.

November 30. Derby. Sunday next after the Feast of S. Edmund, 10 John.

Between William Burgunun, *Plaintiff*, and Richard Fitz Robert *Tenant*.

Grant, on an assize of mort d'ancestor, by Tenant, in consideration of 4s. to Plaintiff, in fee, of 2 oxgangs of land in Draycot, by the free service of 2s. 6d. a year; viz., at Easter 15d., and at Michaelmas 15d., for all service, save foreign service; for which Plaintiff did perform his homage to Tenant; and also acquittance from 2s. a year towards the Chief Lord.

* *Frankalmoign* is a title to land bestowed upon those who do special service to God, in pure and perpetual alms, that is without any demand for any kind of terrestrial service.—ED.

December 2. Leicester. Tuesday next after the Feast of S. Andrew, 10 John,
Between Nicholas de Wilintone, *Plaintiff*, and Philip de Draycote,
Tenant.

Release, on an assize of mort d'ancestor, by Plaintiff, in consideration of 5 marks, to Tenant, in fee, of 8 oxgangs of land in Wilne.

1209 Lichfield. Before the King himself and Justices, May 5, 10 John.
May 5. Between Thomas de Curecun (Curzon) on the one part, and Richard de Curecun, and Alice his mother, on the other part.

Release, by Thomas de Curecun, to Richard de Curecun, in fee, of £9 7s. 6d. rents of land in Twiforde, and in Steinestone (Stenson), and in Croxhalle, and in Edlinghale (Edingale), which did remain to the said Thomas by a fine made between them in the same Court, in exchange of the vill of Ketelestone which the said Thomas did grant to Alice in dower, and whereof the said Thomas did complain that the said Richard and Alice did not observe that fine with him; and grant, in consideration thereof, and of nine marks by Richard to Thomas, in fee, of the vill of Ketelestone by the service of one knight's fee for all service; and also release by Alice of her dower therein, in consideration whereof Richard doth grant to her all the land which he had in Twiforde, and in Steinestone, except the service of William Fitz William, which doth remain to Richard; also the mill of Edelighale and 2½ virgates of land in Croxhale which she formerly had, and three acres of the demesne of Richard, viz., one acre under Broille, and one acre under Haie, and one acre in Crosfurlange; to hold in dower; performing for the land in Twiforde, and in Steinestone, and the mill of Edelighale, the service of the third part of one knight's fee, and for the 2½ virgates, and 3 acres of land in Croxhale 5s. a year; viz., at the Rogations 2od., at Michaelmas 2od., and at the Purification 2od., for all service.

1208, May 15. Derby. [Defaced] 10 John.

1209, May 6. Between Henry Fitz [defaced], *Plaintiff*, and Nicholas de Willintone, *Tenant*.

Release, on an assize of mort d'ancestor, by Plaintiff, in consideration of 2 marks, to Tenant, in fee, of an oxgang of land in Finderne and another oxgang of land held by John Fitz Geoffrey in Wilintone.

1209, Evesham.* July 14, 11 John. Before the King himself.
 July 14. Between Robert, Prior of the Hospital of Jerusalem in England,
Plaintiff, by brother Robert de Way, his attorney, and Hubert
 Fitz Ralph, by Robert de Eincurt, his attorney, [Tenant].

Grant, on a plea of warranty of charter, by Tenant, to Plaintiff, in frankalmoign, of a knight's fee in Danby de Wauz, Co. Leic., and release by Plaintiff to Tenant of the service pertaining to the same fee, and grant and warranty by Tenant to Plaintiff in frankalmoign, quit of all secular service and exaction, in consideration of such release, of the holding of Payn Fitz Swain, in Riele, together with the same Payn and all his sequel, viz., one oxgang of land held by Geoffrey Fitz Herward in the same vill, with the toft and croft, and garden to the same belonging; and in augmentation of that oxgang 4 acres held by the same Geoffrey in Sudstubbings, and a toft lying next the aforesaid toft towards the north, and 1½ acre of land abutting upon the aforesaid garden towards the south, and 5 acres of land next Glappewellegrif, and 2 acres in Strethelbric, and 4 acres at Dalewange, and 3 acres at the head of Dalewange, and 3 acres at Poldlandesiche, and half an oxgang with a toft adjacent held by Roger Fitz Robert in the same vill. And this Fine was made in the presence, and with the consent of, the aforesaid Payn. Grant also by Tenant to Plaintiff, in frankalmoign, of 8 acres of land in Snaidhinges held by Roger Fitz Steinulf, as pertaining to the holding of Payn in Riele.

1210. [Place and portion of date defaced.] 12 John. Before the King
 May 27. himself.
 Between Robert [defaced], *Plaintiff*, and Hubert Fitz Ralph,
Tenant.

Certain lands, the locality of which does not appear, to remain to Tenant in fee, as well in demesnes as in services, quit of Plaintiff. The service of Emma de Wakbrig, for 60 acres of land held by her in Watercrofte (Wheatcroft), and in Done, and in Lefsihay; and 10 acres of land held by William de Suckthorne; and 14 acres of land held by Henry son of the same William; and 14 acres of land held by Richard Fitz David; and six acres of land held by Robert de Buterlee; and a moiety of the service of Ranulph de Wake-

* The "Itinerary of King John," compiled by the late learned Deputy Keeper of Public Records, Sir Thomas Duffus Hardy, from the Chancery Rolls, and printed in the "Rotuli Litterarum Patentium," as an appendix to the Introduction, gives Hanley Castle, in Worcestershire, only, as the place where the King was on July 14 in this year, and not Evesham; therefore the Fine before us affords a valuable addition to the Itinerary.

bruge for 40 acres of land held by him in Wakebruge,* viz., $\frac{1}{2}$ lb. of pepper. And the other moiety to remain to Plaintiff, as well in demesnes as in services; viz., the service of William de Alneto for 40 acres of land held by him in Watercroft, viz., 12d.; and the service of Henry de Camera for 12 acres of land held by him in the same vill, viz., 12d.; and the service of Henry de Wakebrig for 7 acres of land held by him in Lefsihay, viz., 1 lb. of cummin; and the moiety of the service of Ranulph de Wakebruge, for 40 acres of land held by him in Wakebrige, viz., $\frac{1}{2}$ lb. of pepper; and 20 acres of land held by Robert de Watercroft; and seven acres of land held by Robert de Buterdone; and 14 acres of land held by the widow Agnes; and 12 acres of land held by Robert de Buterlee. To hold to Plaintiff in fee, by the free service of 40d. a year; one moiety at the Annunciation of B. V. M., and the other moiety at Michaelmas; and performing also one ploughing, and one reasonable harrowing (scuram) every year, their food being provided by Tenant, for all service and exaction, save foreign service, as much as doth pertain to the aforesaid 20 acres of land held by Robert de Watercroft; and to the 7 acres held by William de Buterdone; and to the 14 acres of land held by the widow Agnes; and to the 2 acres of land held by Robert de Buterlee. This Fine was made in the presence of the aforesaid William de Alneto, Emma de Wakebrugg [defaced], Henry de Wakebruge, and Ranulph de Wakebrige, who did acknowledge that they owed the aforesaid services.†

1212. York. Within 15 days of S. Hilary, 13 John. Before the King January 13-20. himself.

Between Philip de Ulecote and Joan his wife, *Plaintiffs*, and Ralph de Muniay and Avicia his mother, by the said Ralph her attorney, *Tenants*.

Release by Plaintiffs to Tenants in fee of the third part of the vill of Gilderlege, and of Winster, claimed as Plaintiff Joan's dower on her marriage with Sewal de Muniay, her former husband; and grant, in consideration thereof, and of 15 silver marks, by Tenants to Plaintiffs, for Plaintiff Joan's life, as dower, of 4 acres of land in Kinetone lying in a field called Winesdone between the arable lands of William de Grendone.

* Wakebridge, in the Parish of Crich.—Ed.

† There are so many lacunæ in this Fine that it is impossible to give a better version than the one above. The date cannot be fixed nearer than the Feast of the Ascension of Our Lord, 12 John; and it may be the Feast itself, its morrow, or a week, or fifteen days after.

1219. Nottingham.* The morrow of the Invention of the Holy Cross,
May 4. 3 Henry III.

Between Henry de Codington, *Plaintiff*, and Robert Fitz Fulcher,
Deforciant.

Grant by deforciant, on a plea of warranty of charter, to Plaintiff, in fee, in consideration of 14s. 1d. of one carucate of land, of the fee of Richard de Curzon in Codintone; and of two oxgangs, of the fee of Meleburn in the same vill; and of one oxgang in Osmundeston; rendering yearly 12s. 8½d. for all service; viz., for the carucate of the fee of Richard de Curezun 4s. 8½d. at the Feast of S. Martin, and 4s. 8d. at the Ascension of Our Lord, and for the 2 oxgangs of the fee of Meleburn 20d. at the Feast of S. Michael, and at the [Purification] of B. V. M. 20d. In consideration whereof Plaintiff did release to Deforciant and his heirs all damage and loss which he alleged he suffered, for that Deforciant did not acquit him of the services pertaining to the chief lords of that land as he ought to have done.

May 4. Nottingham. Same date.

Between John Fitz Stephen, *Plaintiff*, and Simon de S. Maur and Cecilia his wife.

Release, on an assize of mort d'ancestor, by Plaintiff, in consideration of 20s., to Tenants and to the heirs of Tenant Cecilia in fee, of 3 oxgangs of land in Ekentone, and one oxgang in Herdewic.

May 4. Nottingham. Same date.

Between Eda, daughter of Dunestane, and Goda her sister, *Plaintiffs*, and Geoffrey Fitz Nicholas, † *Tenant*.

Release, on an assize of mort d'ancestor, by Plaintiffs, in consideration of a silver mark, to Tenant in fee, of 4 oxgangs of land in Burt'.‡

* All the Fines here calendared previously to this are printed at length in the *Pedes Finium*, published by the Record Commission, under the editorship of the Rev. Joseph Hunter, vol. ii. p. 16, but from this point, namely, the commencement of the reign of King Henry III., the Derbyshire Fines have never been committed to print. They remain in MS. in the Public Record Office.

† In the original Fine an imperfect word occurs here after Nicholas, but it is not required by the sense.

‡ Probably Barton Blount, where the family of Fitz Nicholas held land in the thirteenth century.—ED.

May 4. Nottingham. Same date.

Between Goda, daughter of William, *Plaintiff*, and Bertram de Verdun, *Tenant*.

Grant, on an assize of mort d'ancestor by Tenant to Plaintiff, in fee, of a virgate of land in Engelby, by the free service of 4s. a year, viz., at the Purification of B. V. 16d., and at Hockday* 16d., and at Michaelmas 16d. for all service, saving foreign service, whereof Plaintiff's ancestors did not use to render to Tenant's ancestors but 26½d. a year for all service.

May 4. Nottingham. Same date.

Between Ralph Fitz Ralph, *Plaintiff*, and Ralph de Caldewell, *Tenant*.

Grant, on an assize of mort d'ancestor, by Tenant to Plaintiff, in fee, of 2 out of 3 virgates of land in Caldewelle, viz., those which Tenant doth hold in demesne, except 2 selions which do lie alongside of Tenant's garden, and except a curtilage which doth lie before Tenant's door, by the free service of 12d. a year, viz., at the Nativity of S. John the Baptist 6d., and at the Feast of S. Martin 6d., for all service, saving foreign service; and release, in consideration thereof, by Plaintiff to Tenant, in fee, of the third virgate of land, viz., that which Matilda de Caldewelle, Tenant's mother did hold, and all his right in the 2 selions and curtilage.

May 4. Nottingham. Same date.

Between Avicia, daughter of Rolland, *Plaintiff*, and Roger Fitz Joyce, *Tenant*.

Release, on an assize of mort d'ancestor, by Plaintiff, in consideration of 10s. sterling, to Tenant in fee, of a messuage in Asseburne.

1219. Nottingham. The morrow of the Ascension of Our Lord, 3
May 17. Henry III.

Between Ralph Fitz Arnisius, *Plaintiff*, and Hubert Fitz Ralph, by Herbert Torcard his attorney [*Tenant*].

Grant, on an assize of mort d'ancestor, by Tenant to Plaintiff, in fee, of 2 out of 4½ oxgangs of land in Ailwaldistone, and Ambaldatone, and Alewaldistone,† viz., those 2 held by Gilbert Gule in Alewaldistone, by the free service of 1½ a year at Michaelmas for all service except foreign service; in consideration whereof Plaintiff did release to Tenant, in fee, all right in the other 2½ oxgangs of land.

* Hocktide was an ancient Saxon anniversary held a fortnight after Easter, the origin of which is lost in obscurity.—ED.

† That is—Elvaston, Ambaston (in Elvaston Parish), and Alvaston.—ED.

May 17. Nottingham. Same date.

Between Ralph Fitz Arnisius, *Plaintiff*, and Geoffrey de Saussulmare and Matilda his wife, *Tenants*.

Grant, on an assize of mort d'ancestor, by Tenant to Plaintiff, in fee, of 2½ out of 6 oxgangs of land in Ailwaldestone, and Ambaldestone, and Alewaldestone, viz., in Ailwaldestone 2 oxgangs held by [defaced] Fitz Norman, and half an oxgang in Ambaldestone, held by Roger Fitz Ragenald, by the free service of 6d. a year [for all service, save foreign service]; in consideration whereof Plaintiff did release to Tenants, and to Tenant Matilda and her heirs in fee, all right in the other 4 oxgangs of land which do remain of the aforesaid 6½ oxgangs.

May 17. Nottingham. Same date.

Between Ralph Fitz Arnisius, *Plaintiff*, and Geoffrey de Musters and Avicia his wife, *Tenants*.

Release, on an assize of mort d'ancestor, by Plaintiff, in consideration of 2 silver marks, to Tenants, and to the heirs of Tenant Avicia in fee, of an oxgang of land in Ambaldestone.

June 25. Lincoln. The morrow of the Nativity of S. John the Baptist, 3 Henry III.

Between Richard de Spondone and Alianor his wife, by Geoffrey de Westmeles their attorney, *Plaintiffs*, and Philip Esserop, *Tenant*.

Grant, on an assize of mort d'ancestor, by Plaintiffs to Tenant, in fee, of a moiety of 2 oxgangs of land in Estone (Aston-on-Trent), viz., in a field by Chelardeston (Chellaston) 3½ acres towards the south; and in a field by Thurlanstone (Thulston) 3½ acres towards the south; and in a field by Doroky 3½ acres towards the south; and a moiety of the whole toft and croft pertaining to the aforesaid land towards the south; and in the common field 2½ perches of land towards the south; to hold of Plaintiffs and the heirs of Alianor by the free service of 2s. a year, viz., at Michaelmas 12d., and at Easter 12d. for all service.

1220.

June 24—July 15. Westminster. Within 3 weeks from the Nativity of S. John the Baptist, 4 Henry III.

Between Robert Fitz Peter of Bremintone (Briminton), *Plaintiff*, and Alfred, Parson of Witintene* Church, *Deforciant*.

Release by Plaintiff, in consideration of 30 silver marks, to Deforciant, and to his Church of Witentene, in perpetuity, of 2

* Whittington, near Chesterfield.—ED.

oxgangs of land in Taptone; and acknowledgment that the same is frankalmoign pertaining to the same church. This Fine was made in the presence and with the assent of William Bruwer, chief lord of the same fees.

1220. Westminster. Within the octaves of the Holy Trinity, 4 Henry III.
 May 24-31. Between Nicholas de Wilingtone, *Plaintiff*, and John Prior of Rapendone, *Deforciant*.

Release, on an assize of last presentation, by Plaintiff, to Deforciant, and to the Church of the Holy Trinity of Rapendone, in perpetuity, of the advowson of Wilingtone Church.* In consideration whereof Deforciant did receive Plaintiff and his heirs into all their prayers which shall henceforth take place in Rapendone Church, for ever.

1222. Westminster. Within the octaves of S. Hilary, 6 Henry III.
 Jan. 13-20. Between Helewisa daughter of Robert Torcard, by Hawisa daughter of Robert her attorney, *Plaintiff*, and Richard Abbot of Wellebek, by brother Matthew his Canon, his attorney, *Tenant*.

Release by Plaintiff, in consideration of 8 silver marks, to Tenant, and to the Church of S. James, Welebec, in perpetuity, of 6 oxgangs of land, and 2 parts of 1 oxgang, in Ducmantone. And moreover Tenant granted that he would find Plaintiff reasonable food and clothing as long as she lived, whether she chose to dwell with Hawisa her sister at Ducmantone, or with Richard Prudhome and Mabel his wife at Clune.

- Feb. 2-9. Westminster. Within the octaves of the Purification of B. V. M., 6 Henry III.

Between Simon Fitz Edric, *Plaintiff*, and Stephen, Prior of S. James's, Derby; Henry Gery; Omer the Saddler; Hugh the Saddler; Robert Werem and Mariotta his wife; and Thomas Fitz Simon, *Tenants*.

Release by Plaintiff, in consideration of 3 silver marks, to Tenants, of 7 messuages in Derby.

Thomas son of Simon Palmer and his brothers do assert their claim.

* The date of the original gift of the Rectory of Willington to Repton Priory has hitherto been erroneously given. There is an error both in the "Monasticon" and in the "Topographer and Genealogist." This error I have followed in the "Churches of Derbyshire."—ED.

April 3-18. Westminster. Within 15 days from Easter, 6 Henry III.

Between Ralph Fitz Nicholas, *Plaintiff*, and Geoffrey Cunquest, Nicholaa his wife, *Deforciant*s.

Grant, on a plea of warranty of charter by Deforciant, in consideration of 40s. to Plaintiff, in fee, of the manor of Langleg⁷; to hold of Tenants and of the heirs of Nicholaa; at the yearly rent of 6 marks, viz., at the Annunciation of B.V.M. 3 marks, and at the Feast of S. James 3 marks, for all service, save foreign service, with power of distress in case of nonpayment.

1225 Nottingham. The morrow of the close of Easter, 9 Henry III.

April 7. Between Richard de Ednes[our], *Plaintiff*, and Thomas de Ednesour, *Tenant*.

Release, on an assize of mort d'ancestor, by Tenant, to Plaintiff, in fee, of 6 oxgangs of land in Pillalegh; * also of 6 other oxgangs there, with the villeins and all their sequels; viz., one oxgang of land held by Goodwines Fitz Everard [defaced] oxgang of land held by Simon Fitz Ralph; and one oxgang of land held by Matilda the widow; and two oxgangs of land held by Alice the widow; and one oxgang of land held by Robert Fitz Fulcher. In consideration whereof Plaintiff granted to Tenant, in fee, one silver mark yearly to be received of Robert of Little Langsdune and his heirs at the Feast of the Apostles SS. Peter and Paul, out of the tenements which the same Robert doth hold of Plaintiff in Langsdune and Brihtrichsfeld, rendering therefor yearly 2d. at the aforesaid feast for all service; with power of distress in case of nonpayment by the same Robert. Moreover, Plaintiff granted to Tenant, in fee, $7\frac{1}{2}$ oxgangs of land in Chelemeredune, which were of the marriage dowry of Avicia his wife; viz., one oxgang of land which Richard de Cudale held; and half an oxgang of land held by William brother of Matthew; and half an oxgang of land held by Richard Fitz Orm; and one oxgang of land held by Robert le White; and one oxgang of land held by Richard Fitz Whelstan; and half an oxgang of land held by Ralph le White; and half an oxgang of land held by Henry le Paumer; and half an oxgang of land held by Peter Fitz Richard; and one oxgang of land held by Nicholas Fitz Richard; and half an oxgang of land held by Richard de Lindesia; and half an oxgang of land held by John de Halushir; and all the service of Jordan Fitz Stephen and of his heirs out of

* Pilsley, in Edensor parish.—ED.

half an oxgang of land held of Plaintiff in the same vill of the aforesaid marriage dowry ; to be holden of Plaintiff and Avicia and her heirs ; together with the villeins and all their sequels ; rendering 2d. yearly. This Fine was made in the presence, and with the consent of the aforesaid Avicia ; also in the presence of Richard de Sandiacre her brother, and with his warranty ; and also in the presence of the aforesaid Robert, and of Jordan, who did acknowledge that they owed the aforesaid services.

- 1225 Nottingham. The morrow of the close of Easter, 9 Henry III.
 April 7. Between Walter Malet, by Alan Malet his attorney, *Plaintiff*, and Richard Sandiacre, *Deforciant*.

Release on an assize of mort d'ancestor, by Plaintiff, in consideration of eight silver marks to Deforciant, in fee, of ten score and seven acres of land in Horsleg', whereupon William, son of Peter of Sandiacre in the same court did vouch to warranty Deforciant against Plaintiff, who came and did warrant him ; and whereupon William le Macun, Gilbert de Castro, Thomas de Wudehus, Roger le Parker, Lewin de Cotesgrave, Gilbert Fitz Henry, Henry Fitz Gilbert, Robert le Clerc, Hugh Fitz Ailrul', Arnold le [defaced], Ralph de Rippeleg', Geoffrey Fitz Payn, Gilbert son of Emma, Geoffrey de Horsleg', Henry le Minur, Nicholas Fitz Herbert, Robert Fitz Gamell', Ralph son of Beatrice, Andrew le Carboner, and Gilbert Fitz Robert, did vouch to warranty the same William, son of Peter, against Plaintiff, who came and did warrant them ; viz., of 20 acres of land held by the aforesaid William le Macun ; and of 20 acres of land held by the aforesaid Gilbert de Castro ; and of 12 acres of land held by the aforesaid Thomas [de Wudehus] ; and of 15 acres of land held by the aforesaid Roger le Parker ; and of fifteen acres of land held by the aforesaid Lewin de Cotesgrave ; and of 20 acres of land held by the aforesaid Gilbert Fitz Henry ; and of 12 acres of land held by the aforesaid Henry Fitz Gilbert ; and of 12 acres of land held by the aforesaid Robert le Clerc ; and of 9 acres of land held by the aforesaid Hugh Fitz Ailrul' ; and of 7 acres of land held by the aforesaid Arnold le [defaced] ; and of 8 acres of land held by the aforesaid Ralph de Rippeleg' ; and of 8 acres of land held by the aforesaid Geoffrey Fitz Payn ; and of 6 acres of land held by the aforesaid Gilbert son of Emma ; and of 6 acres of land held by the aforesaid Geoffrey de Horsleg' ; and of 8 acres of land held by the aforesaid Henry le Minur ; and of 6 acres of land held by the aforesaid Nicholas Fitz Herbert ; and of 7 acres of land held by the aforesaid Robert Fitz Gamell' ; and of 6 acres

of land held by the aforesaid Ralph son of Beatrice ; and of 6 acres of land held by the aforesaid Andrew ; and of 4 acres of land held by the aforesaid Gilbert Fitz Robert. Release, also by Plaintiff to Deforciant, and to William son of Peter, in fee, of 10 acres of land held by Geoffrey de Alfreton in the same vill, and in 10 acres of land held by Robert Fitz Ulkell in the same vill ; and in 8 acres of land held by Andrew de [defaced] in the same vill.

- Sept. 30. Nottingham. The morrow of S. Michael, 9 Henry III.
Between Fulcher de Ireton, *Plaintiff*, and the Abbot of Rovecestre and Richard de Ednesovere, *Deforciant*s.

Release, on an assize of last presentation, by Plaintiff, to the Abbot and church of Rovecestre in perpetuity, of the advowson of the church of Ednesovere ;* in consideration whereof the Abbot received Plaintiff from thenceforth into all their prayers in their Abbey at Rovecestre. This fine was made in the presence, and with the consent of the said Richard de Ednesovere.

(*To be continued next year*).

* See the undated Charter of this gift in Dugdale's "Monasticon," vol. ii., p. 268. I erroneously concluded ("Churches of Derbyshire," vol. ii., p. 178) that this gift of Edensor was *temp.* King John.—ED.