

THE BANSTEAD COURT ROLL IN THE REIGNS OF HENRY V AND HENRY VI.

BY

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SEVENTY-SEVEN Courts in all with twelve Views are preserved between the accession of Henry V in March 1413 and July 1433, after which the roll is lost till 1485. In the reign of Henry V the roll runs to the end of 1417, after which there is one Court in 1418 and four Courts with a View in 1421. In the reign of Henry VI the roll runs from the View of 1422 to April 1425, and again from January 1430 to July 1433; there is only one Court in 1426, two in 1427, one in 1428, and none in 1429.

The Court was particularly active in 1415, 1416 and 1417, in each of which years seven Courts and a View were held, and similar activity was shown in 1430 and in 1432, in which last year eight Courts and a View were held.

The entries on the roll do not of course differ greatly in character from those in the reigns of Richard II and Henry IV, which formed the subject of the article in our last volume.¹ The most interesting point is the continuation of the struggle between Sir Richard Arundel and the tenants.² Arundel was a man of influence entrusted by the King with important positions such as the custody of Bamborough Castle and Rochester Castle,³ and the tenants, apparently convinced that they were not themselves strong enough to resist him,

¹ See *S.A.C.*, XXXVII, p. 164.

² *Idem*, especially p. 169.

³ Information with regard to him will be found in *Collectanea Topographica et genealogica*, Vol. VI, pp. 1-20, and some of it is also given in Hutchins' *History of Dorset* (1868), iii, 475, under Wichampton, which Arundel held.

appealed directly to the King in a Petition which is preserved in the Record Office.¹

The complaints made by the tenants were as follows :

(1) New charges contrary to their customary tenure had been imposed, which were driving tenants out of the manor.

(2) In particular John Colcok, Richard Colcok, John Wythemere and John Clerk are mentioned as having resisted and being threatened with the loss of their lands.

(3) The tenants were fined IX marks (£6) for resisting the new impositions, and because the sum of 26s. 8d. was in arrear John White was imprisoned in Arundel's house in London till he could get surety.

(4) Arundel took Robert and Peter atte Mere and imprisoned them at Banstead as bondmen, though they and all other tenants were and their ancestors had been free time out of mind, and amerced them excessively from Court to Court to the sum of 40s., and for these ameracements distrained their cattle.

(5) He claimed Juliana Lampit, who had been a free tenant of the manor for over sixty years, to be his bondwoman, and imprisoned her till she paid £5.

(6) He made tenants Bedels against the tenure of their holdings, and claimed them to be bondmen, and fined them.

(7) John Taillour, Richard Colcok and John Clerk, old tenants, have left the manor, and many more intend to leave unless their wrongs are remedied.

(8) The tenants are distrained by the King's Bailiff for Arundel's arrears due to the Exchequer (to which he had to pay any surplus over 80 marks received from Banstead, Walton and Charlwood granted to him for life), and they are put to great inconvenience and loss.

No reply to this petition appears to have been preserved.

¹ Ancient Petitions, File 92, No. 4576. The full text is printed in my *History of Banstead*, pp. 150-3. The Petition, which is damaged, has unfortunately no date, but is addressed to Henry V and treats Arundel as living. Arundel died 3 June 1419 (see I.P.M. taken at Rochester 22 Nov. 7 H. V. Exchequer Series 1-117/11). As the fine of 40s. referred to seems to be that inflicted at the Court of December 1414 and there was an agreement over the election of bedel in April 1415 and some sort of settlement over the fugitive bondmen seems to have been reached in July 1416, the Petition may be tentatively dated early in 1415.

How far do the Manor rolls sustain these complaints, and what was the result?

We have seen ¹ that already according to the Court Roll in 1412, Robert atte Mere the lord's bondman and all the bond homage had been fined for failing to produce William Bode and other fugitive bondmen, to which it may be added that Robert atte Mere was probably an obstinate fellow, for in the same year it is recorded that he, the lord's bondman and bedel of the manor, though enjoined by the lord through the Park-keeper to carry a buck to London declined to do so, and showed contempt for the lord's directions. Similar entries of fines occur in 1413, 1414, 1415, and in the earlier part of 1416, except that in July 1414 Peter atte Mere takes the place of Robert. The amount of the fines however rises. 40d. is regularly imposed until December 1415, when the amount rises to 6s. 8d., and for ten successive Courts that amount is recorded. But in June 1416 the fine drops to 3s. 4d., and in July it is recorded that Peter atte Mere and the whole bond homage having again failed to produce William Bode and the lord's other fugitive bondmen, Peter says that he is not a bondman, and entirely denies that he is bound to carry out the order, so it is necessary to consult with the lord. At the next Court there is again an entry that Peter atte Mere and the whole bond homage have a day to produce the fugitives, but there is no fine. No settlement of this question is recorded on the rolls, but it would appear that the claim was in fact dropped. It is clear, however, that Arundel or his Steward did not abandon the right, for in May 1421 when Arundel was dead and his widow held the manor for her life, there is an entry that further directions were given to seize (seisire) Agatha Willy, daughter of Henry Willy the Lady's bondman (Nativi domine), and this reappears at three following courts. The reference is evidently to that Henry Willy who was paying chevage in 1368 for having licence to remain outside the domain of our lady the Queen ² (who then held the manor), and the woman apparently lived at Wallington, for Agatha Willy in 1415 was presented by Henry Willy, tithing man there, and fined for breaking the assize of ale. No result seems to have followed from the order.

¹ S.A.C., XXXVII, p. 170.

² See *History of Banstead*, p. 120.

But there are two cases on the roll which show that on occasion the right to levy chevage was still enforced. In July 1426 Peter Carter, the lord's bondman,¹ paid 6d. to enable him to remain outside the lordship for a year, and in April 1428 it is recorded that Carter has left the lordship and is at Croydon, and he is to be produced at the next Court under a penalty of 6s. 8d. Some of the Carters were apparently well to do, for in 1432 the heir of Joan Carter who held by copy (*per copiam curie*) according to the custom of the manor two tofts and $6\frac{1}{2}$ acres was John Carter, citizen and dyer of London, and it is reasonable to suppose that Peter Carter had special reasons for paying his chevage.

The other case is that of Robert atte Mere. In December 1430 directions are given to the bond homage to produce him at the next Court under penalty of 3s. 4d. He has left the lordship without license. In April 1431 he puts himself on the lord's mercy for leaving the lordship without leave. There is no fine, but the matter was to be further considered (the record is damaged). Probably Robert wanted to get his land back, but in December William atte Wode, tyler, took certain lands and tenements which formerly belonged to Robert atte Mere, the lord's bondman, which had long been in the lord's hands for lack of a tenant. And William and his son had seisin for the term of their lives, and of the survivor of them to hold by the rod according to the custom of the manor for the rents and services due and customary. And they paid for fine 20s. So it would seem that in this case the tenant was defeated, and the lord not only succeeded in evicting him, but obtained a new tenant on terms which secured to himself a reversion of the property to which he would otherwise never have been entitled.

These facts point to the conclusion that at Banstead between 1413 and 1433 the lord did not succeed in enforcing the obligations of bondmen generally and latterly rarely attempted to do so, but that he never abandoned his rights, and when a tenant's necessities enabled him to do so, he enforced them.

¹ *Nativus domini*. Lady Arundel held the manor, but the clerk probably wrote *domini* from force of habit.

Another standing subject of dispute between lord and tenants besides the removal of bondmen was the election of bedel. This office, as remarked in the last article,¹ was no sinecure, and involved considerable liabilities since the bedel was himself liable to fine if he failed to distrain to the satisfaction of the Court. Thus in October 1413 he was fined 12d. for failing properly to distrain the tenants of the Manor of Chaldon to satisfy the lord for several defaults of suit of Court, and 6d. for a similar failure to distrain the feoffees of the lands and tenements of Thomas Berwe, and at the next Court in December he was fined 6d. in each case. At the court of February 1414, Thomas Berwe appeared, but he was again fined 12d. in the Chaldon case, and 4d. in April, and 2d. in July and October. In December and the following Courts he was fined nothing, though the Chaldon tenants still made default, perhaps because he could pay nothing. Finally Sir John Wylteschyre appeared in April, and agreed with the lord for the aforesaid defaults paying 8d., which would appear to show that it was cheaper to default than to fail to distrain the defaulter to the steward's satisfaction.

In May 1413 it is recorded that the homage elected John White of Banstead, and Robert atte Mere to the office of bedel and John was sworn, but in October when directions were given to the whole homage to elect a bedel as was the habit according to the custom of the manor, they refused the said election and were fined 20s.² No explanation is given, but in September the death of John Whyte junior, who may be the same man, was presented (the name is common in the roll). In December orders are given to seize into the lord's hands all the lands and tenements of John Colcok, John Clerk, and Richard Colcok, because they refuse to elect a bedel. In February 1414 a similar order is made for the same reason with regard to the lands of Arnold Lovelane, John Herward

¹ S.A.C., XXXVII, pp. 166-7. He must of course have had some allowances. In 1368, when John atte Mere was bedel, he was not required to pay any rent for his tenement, and this exemption, which was probably customary, had been in force for several years previously (*History of Banstead*, p. 122).

² At the View on the same date the Banstead homage elected Thomas at Wode as Constable, and he was sworn, but this was clearly a different office.

and John Wythemere. Fines of 6s. 8d. are imposed on the homage in April and July, of 20s. in October, and of 40s. in December. But in January 1415 it is recorded that the homage of Banstead still refuses to elect a bedel as by law and custom they should do, and that it was therefore necessary to consult with the lord, and in April the roll recites the objection of the tenants to elect, who said that "it is not the tenure of their lands to do that office as they are ordered," and records that an agreement was made with the lord. The conditions however are not recorded, and the agreement did not end the struggle, but though the tenants' continued refusal to elect is recorded (May and December 1415 and October 1416) there are no more fines. It would appear therefore that on the main issue the tenants won.

But though the lord could not force them to elect a bedel he retained the lands of several tenants. In April 1415 at the same Court as that at which the agreement is recorded it is also recorded that all the lands and tenements of Arnold Lovelane, John Wethemere, John Herwarde, John Colcok and Richard Colcok remain in the lord's hands. In December 1415, Arnold Lovelane surrendered 12 acres called Heldelond, a copse, a toft with the engaging name of Pkehoggeshaw, and three other pieces of land amounting in all to $6\frac{1}{2}$ acres to the use of Richard Colcok, on which no heriot fell due as he remains a tenant. And Richard was admitted to hold by the usual rents and services, and paid a fine of 2s. But in the margin is the note "It is revoked because it was seized before into the lord's hands. Therefore the fine is void." So it would appear that the conveyance was not carried through.

In March 1416, however, two of the men mentioned were quarrelling in circumstances which indicate that they both in fact held land, for John Wethemere claimed 10s. in a plea of trespass against John Herwarde for entering his garden at Banstead with his sheep and eating and trampling down the growing grass. Herwarde admitted the facts, but disputed the amount of the damage. In April 1416 John Kyng, carpenter, surrenders land of which one rood is described as lying between the land of Arnold Lovelane on the south and certain other land, and one rood between the land of John

Herward on the south, and of Richard Colcok on the north, to the use of Richard Colcok junior, who is admitted to hold by the customary services, and pays a fine of 12d. ; and in 1421 John Withemere conveys $2\frac{1}{2}$ acres to Robert Stretton, clerk, without any objection being indicated.

It would seem therefore that though the roll contains no statement that they regained possession of their lands, at least some of them in fact did so. They were however still exposed to trouble. In June 1416 it was presented that John Colcok senior, who held certain lands and tenements by the rod according to the custom of the manor, is dead, and Richard Colcok junior is his heir as younger son. He asked to be admitted, but because at the Court held in December 1413 all the said lands and tenements were seized into the lord's hands, and are so seized (et sic seisita existant) the lord must be consulted and the admission is deferred. In January 1417 Richard has a day for being admitted, and he may have got his land back, but it is not clear what was the position of land seized into the lord's hand and never apparently released formally even if it was in fact reoccupied. No doubt the steward used any opportunity offered by the anomalous position to squeeze a tenant.

An entry at the Court of March 1431 seems to show that despite the agreement the old claim about the appointment of bedel was still maintained, for it is recorded that the homage had a day to elect a bedel to collect the lord's rents and do other services under a penalty of 100s. But the next court merely shows that they still had a day, and there is in the existing rolls no evidence that any fine was ever inflicted. The entry therefore looks like a bit of bluff, the more so that in 1432 the bedel was John Wethemere. Probably terms were arranged. John Wethemere when he became bedel had his troubles with his former allies, for Richard Colcok in August made a rescue of two horses and in October of cattle which had been seized and impounded by the bedel on behalf of the lord. This cost Colcok at the Court in December no less a fine than 10s., and smaller fines were inflicted on two other tenants.

The Rolls throw no light on Arundel's alleged illegal imprisonment of tenants—such cases were not unknown in the

fifteenth century¹—but they do throw some light on the grounds for the lord's claims. The atte Mere family had certainly been accustomed to serve as bedels, for in 1363 John ate Mer was bedel, and in 1393 after a reference to (?another) John atte Mere as having acted as bedel there is the following entry with "of Bedels" in the margin (there is an erasure in the document). "John atte Mere and Thomas atte Mere, and the lord chose one of them according to the custom of the manor, namely John atte Mere." And merchet had been paid on atte Mere marriages² in 1408.

Juliana Lampit, who according to the tenants had been a free tenant of the manor for over sixty years but was claimed by the lord as a bondwoman, was evidently the woman who, described as the widow of Ralph Lamputte, in 1401 surrendered a cottage and 7 acres to the use of John Hereward and Mabel his wife, her daughter. In 1377 Ralph Lampytt, no doubt her husband, had been doing carting for the repairs to the Lodge at Banstead Park for 8d. a day.³ The name is common in the Banstead documents between 1325 and 1433 after which it disappears.⁴ In 1325 William Lomputte had held one farthing land and a half of 7 acres, and he was liable for hoeing and ploughing at boon days, and taking out dung, and doing various other villein services. In 1402 John Lamputte junior and John Lamputte senior were to be distrained to answer for the defects of their "bond tenements," and in 1413 John Lomput junior acknowledged that he held from the lord 4 acres of the half virgate called Joyners land which formerly belonged to Robert Cole. Now Robert Cole in 1369 was certainly paying chevage⁵ a sure mark of villein status,

¹ *E.g.* a petition of 1404 alleges that good and honest burgesses and free tenants are imprisoned till they make fine and ransom or consent to hold their lands in villenage. (Quoted by Holdsworth, *History of English Law*, iii, 503, who gives other instances.)

² *S.A.C.*, XXXVII, p. 169.

³ *History of Banstead*, p. 134.

⁴ Unless we identify it with Lambert, but the identification seems wrong. Lampit, Lamputte, Lampytte, Lomputte, Lomput, Lompit, (Lomput being probably the commonest form) seem to mean Loam pit, *i.e.* it is a local name like Green, Wood or Lane, whereas Lambert with its variants Lambyrd and Lambard, none of which occur at Banstead before 1500, is evidently a surname formed from a Christian name.

⁵ *History of Banstead*, p. 120.

and the purpose of the record probably was to make Lamput's status clear.

Members of all the families referred to in the petition, atte Meres, Lamputs, Colcoks, Clerks, Wythemeres, Taillours, held in villenage, and from the tenure to the status was in law an easy step. For however much economic and social changes might be altering the position of the villein, however much the Royal Courts might lean in favour of freedom, the legal status of villenage was still untouched.¹

There is no evidence on the rolls of the truth of the complaint about distresses by the King's bailiff for Arundel's debts, and indeed on 14 January 1413 Arundel had a pardon of all debts, accounts, arrears, etc., both in the time of Richard II and from the time of the coronation of Henry IV,² but it is of course possible that he was hard up for money. In October 1413 the steward, in the case of an ordinary succession to three farthing lands formerly William Kyng's, imposed a fine which the mother of the grandchild who was the heir declined to pay. The amount is not stated, but in July 1414 she paid 13s. 4d. for the custody of the lands and guardianship. The fact that at the Court in September it is recorded that a horse valued at 12s. was taken as the heriot on Kyng's death, but that he had, as it is said, a better animal, and orders were given to seize another one, certainly looks as if pressure was being put on to extract as much as possible.

On the other hand, the tenants were very troublesome about performing their obligations. The Rolls are full of directions to repair tenements which the tenants were very slow to execute. It was presented in December 1413 that the tenement of John Lomputte junior called Hugons is ruinous, and in January 1416 he is still being required to repair it. Possibly he found his duties as ale-taster too absorbing. In any case he regularly paid a fine of 2d. till the penalty threatened was raised, when he evidently preferred to do the necessary repairs. There was endless trouble about fencing round the Manor and repairing the grange. In March

¹ It survived in a decadent condition all through the Tudor period, and was never legally abolished. The last case was tried in 1618 (Holdsworth, *History of English Law*, iii, 491-508).

² See *Calendar of Patent Rolls*.

1416 the homage was fined 20d. for not repairing the fence, and in July they were required to certify whose obligation it was to repair. In July 1421 it is specially recorded that the Vicar (who is fined) has been bound from time beyond the memory of man to repair the fence round the manor on the east of the churchyard. In March 1424 it is recorded that there must be a conference with the lady's counsel (cum consilio domine) about the repair of the grange which the tenants are bound to repair by their tenure as appears by the custumal.¹ In 1425 John Colcok senior, Thomas Hunt, William Joye and John Taillour were required to produce proof of their claim to be exempt from the repairs of the lady of the manor, that is in roofing. As over each name is written "Cogn." it is pretty clear that when pressed they abandoned the claim. Almost the last entry which appears on the roll in July 1433 is an injunction to all the tenants both of Banstead and of the Weald who by reason of their customary tenure are bound to repair the grange and fence round the manor to do the necessary work. The payment of $\frac{1}{2}$ d. for pigs (avisagium)² shows a strong tendency to drop, and the roll closes with directions so far not complied with to certify the names of tenants who should pay this due. There are of course cases of poaching, and in 1430 the Vicar lopped the lord's trees in the fence between the manor and the churchyard (that is on the east side of the churchyard) and dug on the lord's ground a deep and dangerous well (profundum et

¹ Presumably the Extent of 1325 (printed in *History of Banstead*). See especially p. 71, where Richard Kyriel, a typical customary tenant, "will help in the repair of the grange as is proper."

² This is referred to in the last article and printed in the Extent of 1325 (pp. 321 and 69 of my *History of Banstead*) as enese or grasanes (the latter paid by tenants in the Weald, p. 320. See also p. 349 where it is given as garsanes, 1364). But n and v are indistinguishable in the handwriting of the Extent, and the use of avisagium or avesagium in the Court Roll and the verb avesare, and indeed the form aves' porcorum (e.g. in 1408) show that the correct words are evese and grasaves. Aves Courts and aves rents or pannage rents are found in Sussex, the customary tenants in Ashdown Forest paying Gersheues (*V. H., Sussex*, II, 314, 320, 321). In Kent at Boughton Aluph eueshale, or auesinghale existed (Neilson, *Cartulary and Survey of Bilsington*, pp. 16 and 37), and Blount (quoted by Jacobs' *Law Dictionary*) says that avage or avisage was a payment by tenants of the Manor of Writtle in Essex for pannage in the lord's woods for pigs.

periculosum). The tenement called Watts had to be seized into the lord's hands for the waste both in regard to trees and buildings which the tenant had done, as was recorded when a new tenant was admitted (1426). Some of the buildings had apparently fallen down. In 1432 John Cherlewode appropriated for the purpose of enclosure two perches of the lord's land at Normere. And so on. We may safely conclude that all the grievances were not on one side.

The business transacted is of the same character as in the two previous reigns. There are usually nine tithings paying Borghsilver at the Views, viz., Banstead (three), Copthill, Hyde, Leigh, Sidlow Mill, Tadworth and Wallington, but sometimes Leangre and Chalvedon (Chaldon) appear separately, and before 1417 Banstead has four tithings. The borghsilver at 1d. a head varied from year to year, being as high as 63d. in 1417, and down to 52d. in 1430, but the number both of tithings and of men in the tithings has clearly fallen since 1378, and the latter still more since 1325, when there were in addition to 10 free tenants, 78 tenants in villenage in Banstead, and 26 in the Weald. If we add to the men in tithing represented by the borghsilver the tithing men who did not themselves pay ¹ and make some allowance for men who were not in the tithing we get a figure of say 70, or perhaps rather more, for the adult males in the manor. The men capable of bearing arms (that is from 15 to 55 years of age) in a modern European community are about one-quarter of the whole population, and even if we multiply by four we still do not get 300 for the total population of the manor. But it would probably be much more correct to multiply by three, for the expectation of life in the fifteenth century was low, and there must have been much fewer men over 55 than now, and at the other end more boys were being put into the tithing. For instance it appears from the View of October 1415, that William Upton and John Colcok were sworn in to their tithing at Tadworth at the age of 12, and there was apparently no age limit at the other end. If then we multiply by three, we get a population of rather over 200.

The Views, which were held once a year, generally about Michaelmas (in 1426 for some reason the View was held in

¹ See *S.A.C.*, XXXVII, p. 165.

July), are mostly very formal affairs concerned with payment of borghsilver, filling up the tithings, presentation of nuisances, as that the footpath at Southmere leading from the tenement lately William Kyng's to the Church of Banstead is blocked by the neglect of Thomas Puplet, who is fined 2d. (1416), breaches of the assize of ale, or small criminal cases as that Margaret, daughter of John Wethemere, entered the house of John Lovelane and wrongly took 1 kerchief, 1 wedding ring, and 1 "gambon de bacon," for which at the next ordinary Court—the case was not dealt with at a View—she was fined 2s. (1424). But in 1415 there was more business than usual, and the twelve jurors declared on oath that a certain stranger with a certain woman came into the lordship and stayed there with various goods described, and he was pursued by Thomas atte Wode, the Constable, for suspected felony, but fled, and his goods remained in the custody of the Constable, and are valued for the lord by the tenants, viz., two old linen cloths ¹ price 2s., one cloak of dark red colour and two hoods (or caps) 4s., one coverlet 18d., one napkin and a towel 6d., and one sword 2s. They also said that William Swanlond, chaplain, was harboured within the manor and stayed for a quarter of a year and more. And he fled for reasons unknown. And the Constable seized his goods, and they are valued as follows :—1 wallet price 2d., 2 hammers with two "grafting sawes" 8d., 4 chisels, and so forth—it rather looks as if the chaplain was after all nothing but an honest workman, except that near the end of the list is "one old book valued at 6d." But as there was no special reason why the goods of William Swanlond should fall to the lord better enquiry was to be made. And as no more appears on the roll, it may be that Swanlond returned and made good his claim to his goods.

The Views always close with a solemn statement that the twelve jurors whose names are given ² say on their oath that the tithing men and aletaster have made true presentments and concealed nothing, or that some one has failed to do so. The jurors are called "*Duodecim liberi juratores*" in the roll of

¹ Lintheamina, which may mean linen garments.

² In 1415 they are called "*infrascripti*," but the names are in fact not given. In 1414 there are only 9 names, though the margin has "*xij liberi*."

Henry VI, and in 1402, 1406, and 1414 there is "xij liberi" in the textor margin. They had indeed been called "duodecim liberi juratores" in 1378. But from 1415 to 1422 they are merely called "Duodecim juratores"—possibly an echo of the struggle over the question of status, for the jurors include the names of members of families concerned in that struggle.

The business of the Court (*curia* or *parva curia*) continues of course to be largely concerned with transfers of land. The formula "to hold according to the custom of the manor for the due and customary services" which had been in use since the accession of Henry IV¹ is well established. But tenants could not always be found on the customary terms, and *e.g.* at the Court of February 1414 is a record of four parcels of land let for money rents (*ad firmam*) of from 16d. to 6s. 8d. a year, of a wood for 8d., and of a mill at Kersalton for 9s.

There are too a number of cases of tenants obtaining the lord's licence to let for a term of years, *e.g.* in 1417 Thomas Hunt and Avis his wife let to John Wethemere 12 acres lying in different parcels in the fields of Banstead for 9 years, at a rent of 8s. 6d. The lessors, who pay 12d. for the licence, will bear during the aforesaid term all the burdens due to the chief lord of the fee. Similar provision occurs in a lease in the same year by Alice Coumbe, of Takeles, to Thomas Hayton, for 7 years at a rent of 13s. 4d. But in a lease in 1416 by John Chuk to John Clerk of Crocherestenement, for 3 years at a rent of 3s. 4d. Clerk undertakes the obligations due to the lord. It is not clear why in this case the tenant took the obligation. But when in October 1423 Thomas Hunt gets a licence at the cost of 6d. to let to Thomas atte Wode 10 acres lying separately in the fields of Banstead for 6 years at a rent of 7s. 4d. nothing is said of the burdens due to the lord, nor is anything said in two other similar cases at the same Court.

All these leases whether of lord to tenant, or of tenant to tenant, are obviously inconsistent with the old manorial economy, and a lease for a money payment from lord to tenant is fundamentally inconsistent with the conception of villein

¹ The formula in the rolls of Richard II is somewhat different, *e.g.* "Habendum et tenendum predicto Rogero et sequele sue reddendo et faciendo redditus servicia et consuetudines" (1383), which it will be observed only speaks of consuetudines as obligations, whereas "according to the custom of the manor" may imply rights as well as obligations.

status. We have not, however, yet reached the stage when the Royal Courts, which leant heavily against villein status, had laid down, as they did in 1496, that a lease for years by the lord to a villein operated like the feoffment of a freehold interest, as an enfranchisement.¹ Indeed had this been the law, no petition of the tenants to Henry V would have been necessary, for already in 1363 the lord was leasing land for a term of years to the atte Meres and other tenants.²

It had always been usual to require new occupants of land to show by what title they held. The use of copies had now become so common, that when in 1427, John Kyng who held half a virgate died and they said that his wife Juliana held jointly with him, the order of the Court runs to distrain the said Juliana to show her copy (*ad ostendendum copiam*).

At the Court of July 1426 is recorded a surrender out of Court, a surrender made by John Brustowe to Thomas Lechford, the lord's tenant, in the presence of John Wilshire, Robert Brustowe, and other tenants of the lord. These were substantial people, and the heriot was a cow worth 8s., and the fine was 20s., so the form, which is common enough later, may have been a concession to influential tenants.

It will be remembered that in 1408 the Prior of Southwark was required to produce his title deeds to a parcel of land called Collinsland.³ The roll is not complete, and it is not clear whether the Prior took any action at that time. But at the Court of December 1414 it was presented that the Prior of St. Mary de Overee in Suthwerk holds a parcel of land called Colyneslonde by what title is unknown, and he is required to produce it. The Convent at this time held the advowson of Banstead, and had done so since the time of Henry I, and it is not clear why the question was raised. The Prior in any case was in no hurry to answer it, and it was only after he had been distrained in 100 sheep and his pledges had been twice fined that he appeared by his attorney Walter Hook in July 1416, and produced three deeds, one an undated grant by

¹ Holdsworth, III, 501.

² *History of Banstead*, p. 93.

³ *Ostendendi evidencias*. See *S.A.C.*, XXXVII, p. 166. Collinslands still appear on the Tithe map just south of Great Dicelands on the Reigate road.

Robert de Berewe and Matilda his wife, and the other two grants (one dated 15 February 1269) by Sir John de Burgh (the son of the Great Justiciar) who subsequently sold the Manor to Edward I. The land was of course held in free alms. After the first two deeds there is a note to consult with the lord, but not after the last. If it is permissible to hazard a guess to explain what seems to be the strange proceeding of so persistently questioning so long established a title, and the steady disregard of the process of the Court by the Prior, it may be suggested that the tenants in villenage at Banstead hoped to find in the documents some flaw in the Prior's right to exact services. The second document (that of 1269) quitclaimed to the Prior and Convent all suit of Court, rents of 7s. 6d., customs . . . aids in harvest (the document is damaged here), to wit of four men. As the question does not reappear on the roll, it was presumably settled, whatever it was.

There is one case of an attempt to enforce the Statute of Labourers, for it is recorded at the Court held in April 1413 (not, as might have been supposed proper, at a View) that the Bedel had had orders to compel Stephen Wyke, labourer, with others to appear at the Court before the Steward to take the oath to serve in husbandry according to the form of the Statute. But Wyke did not appear, but removed himself, and was accordingly fined 2d., a decision which, as he was no longer within the jurisdiction, he no doubt treated with contempt.

The contentious business of the Court does not differ greatly from that in the two previous reigns. The most numerous cases are pleas of land, and of the rest most are pleas of trespass, *e.g.* for damage done by sheep or pigs to crops, or for cutting down a tree. There are half-a-dozen pleas of debt. The case of *Rokynham v. Lovelane* decided in October 1423 is worth noting. The claim was for 5s. for a quarter of malt bought at Whitsuntide. Defendant denied, and put himself to his law (*ponit se ad legem*), on which he was given a day to make his law six handed. Compurgation was going out of favour in the Royal Courts, but it still lingered in actions for debt (and indeed was not finally abolished till 1833).¹ It had of course a longer life in the manorial Courts than in the Royal

¹ Holdsworth's *History of English Law*, I, pp. 305-8.

Courts, but it is the only case of this date recorded at Banstead, the defendant usually putting himself on the homage.

There is one plea of contract (in 1431) the circumstances of which are sufficiently curious to be worth mentioning. Peter atte Mere claimed that John Mathewe, the Vicar of Banstead, had agreed with him that he should carry the Vicar's oats for a sum (which is left blank on the roll), and the Vicar was to hold him harmless against anyone whatsoever. This however got Peter into trouble with the lord's bedel, who had seized the said oats for various fines incurred by the Vicar, and as the Vicar refused to see Peter through, he claimed 3s. 4d. The Vicar denied the agreement, and the matter was referred to the homage,¹ who, as Peter was fined 2d., evidently did not believe in the alleged indemnity. Nor indeed is it the least likely. But the Vicar (who was the man who dug the dangerous well) must have known, and Peter probably did, that the oats were under arrest.

¹ The defendant "ponit se super inquisitionem," and the plaintiff does the same, the margin having Homag'.