

ART. VIII.—*Early Lowther and de Louther*. By the REV. FREDERICK W. RAGG, M.A., F.R.Hist.S.

THE family name de Louther affords before the time of Richard I., I think, three instances of personal owners. In a seventeenth century register of deeds at Levens, quoted by Colonel J. Parker,* as furnished by Mr. W. Farrer, they all occur—William de Lowdar and William and Thomas his sons, but with no suggestion of date; the original document would seem however to have been of the time of Henry II., and late in that reign. At Newbiggin is a charter of grant to Holm Cultram of about the same period, in which a Thomas occurs as a witness.† The other name, William, is in the Pipe Roll of 30 Henry II. (1184) as of one who was amerced for not producing in Court the man for whose appearance he had been surety; he also apparently witnesses a deed to Wetherhal,‡ together with Gospatric, son of Orm, who died about 1180. These two, William and Thomas, contemporaries, may assuredly be identified as those above. The names however, tell nothing about their connection with the place.

In contrast with this is the earliest mention of the place in no connection with the family—the grant of one third of the advowson to the Priory of Carlisle by Umfrey Machel who was its owner. Thus early then the lordship had passed from its early owners of the name to one of another name, *i.e.*, in the reign of Henry II.

Next, in the Pipe Roll of 7 Ric. I. (1194) is an entry telling that Henry de Withenton (Whittington§), owes

* *Yorkshire Archaeolog. Journal*, vol. xxi., "The Redmans of Yorkshire."

† Information supplied by Mr. Dayrell Crackanthorpe. The deed is registered as of 1179.

‡ Prescott's *Wetherhal*, p. 392.

§ Wichenton in (Hodgson's) *Pipe Rolls*. But c and t are often confused. There is no place-name such as Wichenton. Hartley and Harcla afford one instance among many of the confusion between them.

10 marks for receiving possession of his land of Crossebi and of Louder which belonged to his father's sister (*amita*) Hawise, and of Walz (Whale), the land of the same Hawise, and that he owes $\frac{1}{2}$ mark to have registered in the Great Roll (the Pipe Roll) that Geoffrey Malkael, heir of Umfrey Malkael, recognized before the barons of the Exchequer that the land of Crossebi and of Louthere is his right and inheritance derived through (*ex parte*) Hawise his aunt, whose marriage portion it was; and that Geoffrey Malkael renounced all right in this land which he was claiming as heir of Umfrey, and gave up in Court the charter of Hugh de Moreville which Umfrey had received conferring them. It was apparently de Moreville's grant that caused any claim; Umfrey only held by what was called the "Courtesy of England." Henry de Withenton in return gave up to Geoffrey three bovates of land in Crosseby. The entry is repeated, and in 1199 we find a brother of Henry's mentioned—William.* And still later, in 1207, find that a question rose about the advowson of Crosseby † Gerard between Henry de Withenton and a claimant whose name is lost in the Pipe Roll but is shown by the Final Concords of that year to be Robert de Soulby, for St. Andrew's, Crosby Gerard. In a Final Concord of 7 Ric. I. (1195) we have more about Henry de Withenton and Lowther, the Malkael ownership being now over.

This Final Concord repays close consideration. The points at issue were nine bovates of land in Lowther and the service belonging to them. Henry de Withenton claimed the tenant Richard de Berburn as his dreng. Richard recognized the nine bovates to be the right and inheritance of Henry and gave them up in Court. Henry in return gave to Richard for his homage and service

* He appears as witness to several deeds which I have transcribed, as William de Withington.

† The entry is only partially legible; Hodgson gives the name as Essebi.

six bovates of the nine, together with his chief messuage there "where his buildings were which belonged to the 9 bovates." The six bovates were to be held in fee and inheritance in secure freehold of Henry and his heirs by Richard and his heirs for all time, and the service was simply giving 1 lb. of pepper on Christmas Day. The service due to the King in war or for war (forinsec service) was not altered. The terms are those of cornage service.* Hence he was made military freeholder instead of dreng. Three bovates of the nine were to remain in the hands of Henry and his heirs. In return for this grant of six bovates on the new service, Richard renounced all claim to the rest and gave up the sixth part of the mill and of the advowson of the church, but he and his heirs were to have, free of multure dues, the grinding of corn from their demesne. The multure dues of tenants were to be paid to Henry and his heirs.

This instance of the sort of difference which might be made in the terms of tenure when it was changed from drengage to cornage or military service is, I think, almost solitary. The change is mentioned in the Pipe Roll of 24 Henry II. (1178) as being made by Hugh de Morville, but no particulars are given; that however was some years earlier than this Lowther change, and drengage existed in part of Lowther later still.† To be converted into a freeholder under military tenure from being a dreng Richard gives up three bovates of land, $\frac{1}{6}$ th of the mill and $\frac{1}{6}$ th of the advowson. That he held these and could give them up shows that when dreng he had held them in hereditary right. But de Withenton's right was hereditary too; therefore the two families de Withenton and de Berburne held in Lowther by hereditary right but one as superior, the other as inferior lord.

* But coupled with such easy terms as were usually only required from kindred.

† See these *Transactions*, N.S., viii., p. 322.

To understand subsequent history one has to grasp the connection of the sixth of the advowson and of the mill with the surrender of the three bovates. Nowhere have I seen the total of the bovates in Lowther simply given, but from the items of information which repeatedly come up it is easy to discover that it was eighteen.* Hence the one-sixths represent connection with three bovates, the amount which Richard gave up to Henry. The question itself was about nine bovates, that is one moiety of Lowther. Henry de Withenton was superior lord of this, and incidental evidence seems to show that he was lord of more than this. Crediting him with possession in the other moiety is the only way that I have found, after repeated attempts and varied investigations and trains of reasoning, to fit the conditions of 1291 with those of 1195.

In 8 Ric. I. (1197) Henry de Withenton had a Final Concord with the Prior of Carlisle by which the Prior gave up to him the third of the advowson granted them by Umfrey Machel, and received in lieu of that a stipend of two marks of silver, to be paid through the rector, and each rector on presentation was to undertake the payment. In after days when the third of the advowson was granted to Watton Priory we have evidence that it carried the ownership of six bovates, and it is certainly reasonable to suppose that Machel's grant had carried that. And, thus reasoning, we can more fully comprehend Henry de Withenton's transactions. He had reserved three bovates of the nine in the moiety, and the sixth of advowson and mill which belonged to these, leaving de Berburne six bovates and one third probably of the advowson and the mill. He recovers from St. Mary of Carlisle six bovates, making the other moiety up to its

* The valuation of a vill in bovates could not in Westmorland be a complete estimate of its extent. A bovat is simply a ploughland and was set down merely as a valuation of the land under cultivation which could produce profit and also revenue for the Exchequer.

full tale of nine, instead of being reduced to three by their possession of six. To his one-sixths of the advowson and mill which would be all he had left after the Final Concord with Richard, he now adds one third. This added to the one-sixth which after Umfrey Machel's grant remained in the other moiety, makes up his ownership to two thirds of the advowson and twelve of the eighteen bovates, and he is superior lord of the whole. And Lowther is not his whole possession.

The next document which tells us anything is a confirmation (Appendix A) by William de Tirneby (Thrimby) to Aldred de Louthier, for homage and service (cornage terms again) of two bovates of land in Lowther, which Aldred held of Stephen de Tirneby, William's father; of three riddings (clearings), a toft and croft, of seven roods on the Cattel flat,* and of demesne at Meleheld and at Cattlesal in exchange for land which lay towards the mill of Louthier.† Three shillings yearly were the dues to William as overlord; and the overlord's court fines, which show Aldred's position, were 6d. for verbal assault on a fellow tenant and 1s. for assault which drew blood. The corn for the table of Aldred and his heirs was to be ground free of multure dues at William's mill up to the thirteenth measure, and he was not to be charged for corn which he did not take there. This grant is called a free gift because it was for free service or tenure as opposed to servile service or tenure.

William de Tirneby in 1203 (Final Concord of 4 John) granted one carucate of land in Thrimby to Watton Priory. In the preceding year he is in a list of drengs who offered money to the King to be released from foreign service (Oblata Roll, 2 John). Hence we have some idea of the time when Aldred lived—late twelfth century and early

* Called Castel flat in his grandson's grant, and very possibly meant for this in Aldred's, whose deed has a few little errors in it.

† Not to be mistaken for Askham Mill. Lowther Mill was below the church some distance.

thirteenth. In 1241 (Final Concords, 26 Hen. III.) an agreement was made between Roger the Prior of Watton and Robert de Annou (de Alneto) and Isabel his wife, Henry de Haverington and Sarra his wife, and Richard de Copland and Alice his wife, who complained that the Priory did not keep to the terms attached to his donation by William (de Tirneby, son of Stephen) grandfather of Isabel, Sarra and Alice (whose father elsewhere is shown to have been John de Thrimby) and, later on, these are shown to be heiresses of one third of Lowther, and to be selling, in conjunction with their husbands, to Ralf de Aencurt (Appendix B) one acre and a half in Lowther specified as the half-acre in the croft and toft which once was Aldred's, by the river,* and the acre which held the sheepfold once belonging to John de Tirneby and the third part of the advowson of Lowther which belonged to them—each heiress and her husband held of course one ninth. The peculiar arrangement of $1\frac{1}{2}$ acres being sold with this third part of the advowson gives the hint that Ralf de Ayncurt held already some other interest in Lowther.†

Who the de Thrimby family were no records tell. But the copy of an old document already mentioned as at Levens, quoted by Colonel Parker, shows us that Stephen, son of Dolfin de Thrimby, confirmed to Norman de Redeman his lands of Trantern (Tranton) in Tirneby. And what is striking is that Tiernebi occurs in Domesday as a manor in the greater manor or barony of Witentune and that Berebrune (Barbon) is another manor in that barony, and Kastreton (Casterton), which we shall find mentioned soon, another, and that families of the name of Dawney (=de Alneto) existed in Whittington up to the seventeenth century. The Redeman family was at Yealand at the time of Stephen de Tirneby's grant.

* See also Appendix G.

† Compare the deed of 1332 (Appendix G).

Aldred's two bovates, which practically meant one-ninth of Lowther or nearly that, went down to his son Richard, who is not obliged to be his only son. Richard gave a small portion, about which there are charters, to his daughter Matilda and her husband Gilbert Rikeman or Richeman (Richmond). Another daughter, Cristiana, granted away a small portion, held under de Cabergh, and a third, Agnes, complained (A.R. 988 *) of a burglary committed in her house at Lowther. The patrimony went to Richard's son, William, who granted it for homage (*i.e.*, cornage service) to Adam de Wyteby, apparently having no children. His charter gives the details of the land almost exactly as Aldred's charter, but includes all "appruamenta"—improvements†—which had been made since Aldred's days and would be made to the end of time. The only real difference made was that 1d.—to be given to William at St. Hilary's festival—was added to the 3s. due to the chief lords of the fee. The date of this seems to be about 1250. Whether Adam de Whyteby (Quiteby) was father or brother to Gilbert who witnesses the charter, and followed, is not clear; one charter Adam witnesses as "clericus." But he had passed away before 1278, in which year a quitclaim by Matilda, daughter of Richard de Louthur, is given to two sisters Theophania (elsewhere called Tiffany) and Idonea de Wyteby and the heirs of Adam. These two sisters in a later deed mention Gervase de Wyteby as their nephew and he was son of Gilbert. Hence Gilbert was Adam's heir, and Gervase succeeded him before St. Martin, 14 Edw. I., 1286, but seems to have lived not long, leaving his brother Henry as the heir. By this grant of William de Louthur's the Wyteby family became possessed of one-ninth of Lowther but they soon owned more.

* A.R., throughout, means Assize Roll.

† That is turning of wastes to cultivated and enclosed land, and clearances turned to cultivation.

A charter of Robert, son of James de Berburne, grants to Gilbert de Wyteby and his wife Cristiana and their heirs all the lands and tenements he owned in Lowther in exchange for land which Gilbert de Wyteby granted to him in Kastreton. Hence the Wyteby family also came from a Withenton manor. The Lowther land so granted was to be held direct of the chief lords of the fee. James de Berburne had already parted with some of his land—ten acres—to Elias de Wynder which came to Adam de Wyteby from the son of Elias who mentions that his father had held it under William, son of Richard, son of Aldred; and Robert, son of James, gave to his son Patrick a toft and croft and eight acres of land which Sir Thomas de Lowther had granted to him on the north of the church and in Runcrosbanc and Silterkeld and in Lairelith and Thornberch and Ronesiche—this land Thomas had stipulated was not to be granted to monks (*viris religiosus*).*

How much of the original Berburne land was given by Robert to Gilbert de Wyteby and his heirs does not appear, but the signs from the different grants are that the Berburne estate had begun to break up. As to the family after Richard of 1195 I find no direct succession, only unlinked names and some of these distinctly connected with South Westmorland. It looks as if the direct line had ended in heiresses and as if the Wyteby grants were connected with the break.

The Aldred lands, as we have seen, were transferred to Adam de Wyteby. By Gervase de Wyteby, son of Gilbert, they were transferred in 1286 (Final Concords, 14 Edw. I.) to Hugh, son of Geoffrey de "Lothir," and William, Aldred's grandson, was living to quitclaim them to him in that year (Appendix C). The overlords of this

* To this deed Walter de Wietby, Archdeacon of Carlisle (a forgotten Archdeacon, I think), is witness. The charter transferring the holding to Wyteby seems to be lost: that of Gilbert transferring it to Hugh de Louthier exists.

portion were the de Tirneby heirs, and this portion was quite separate from that which had come through the de Berburne family to the de Wyteby. Other charters containing transfers of portions of the Wyteby possessions and their final grants to Hugh de Louthier I must pass over. But there was evidently a de Lassels link or connection somewhere, for there was a de Lassels claim as to which Henry de Wyteby, son of Gilbert and Hugh de Louthier, had actions in Court. Henry lost and Hugh in the end gained. But last of all comes a grant (Appendix E) to Hugh de Louthier, kt. and Ivetta (or Inetta) of all the land which Henry owned in Lowther specified as a moiety of the third part of the vill of Louthier; the dues to be paid by Hugh being one grain of pepper at Christmas to Henry, and those to the chief lords, and the forinsec service to the King. The chief lords in this connection were the mesne lords under the Cliffords. Hugh had become knight in 1291 (A.R. 988).

So far then we have Hugh in possession of (a) the Aldred-Wyteby land (nearly one-ninth) with the de Tirneby heirs as lower mesne lords; (b) the moiety of one-third, the Berburn-Wyteby portion, with other mesne lords; this amounts to some five-eighteenths of the whole—nearly six bovates. In 20 Edwd. I., 1292 (A.R. 987), comes before the Assize a plea of Hugh de Louthier and Ivetta seeking from Henry de Alneto his warrant of transfer to them of two bovates and 24 acres of land and four acres of meadow and one-ninth of a mill in Lowther which they claim to hold of him, and have his charter for it; and in the same year Agnes, widow of Henry Daunou (de Alneto), claims her third portion of three messuages, 24 acres and two bovates and of one-ninth of the mill and 20d. rents in Lowther. The charter of Henry de Alneto exists describing his grant as all his land in Lowther with the demesne of the ninth part of the vill and the ninth part of the mill (Appendix D).

This does not add one-ninth more to Hugh's possession because of the overlapping: Aldred's land of which he had before gained ownership was included—they would have said included as one-third in it because the three heirs of de Tirneby had each one third of the rents or services paid. What the acquisition of the de Alneto land does for Hugh is to make him, besides actual freeholder of Aldred's land, possessor directly under de Alneto of one-ninth of Lowther, land and demesne both. How long the de Alneto remained as superior lord I do not know, but I suspect the matter was merely nominal. We soon find that the Strickland family claimed that position, and the hint of what was soon to come is given by a charter of about this date (Appendix F) from William, son of Robert de Stirkeland, quitclaiming to Hugh and his heirs the whole yearly rent which Hugh had been wont to pay him for the lands and tenements which he held of him in Lowther, namely that which he held by inheritance from his father (Geoffrey), one third of two pence; that which was the land of William, son of Richard (de Louthur) namely one-third of three shillings; and that which was the land of Thomas Brenwater, namely one-third of twenty two pence. And Hugh's service for it all was to be simply one rose offered on St. John the Baptist's day. A very suggestive document. De Alneto's Lowther lands were one-third of the de Thrimby lands in Lowther. Aldred's two bovates were to pay to the de Thrimby heirs 3s.—to each of them it would be one-third of this. But we find Geoffrey, Hugh's father, also paying one third of a stipulated amount, and Brenwater too. The inference is that all held under the Thrimby heirs and that probably Geoffrey was a descendant of a younger son or grandson of Aldred, and Brenwater perhaps another descendant.

What all this has to do with Strickland we learn from a case in 7-8 Edw. II., 1313-4 (A.R. 993). The question

before the Assize was whether Elizabeth, daughter of Ralf de Ayncurt, mother of Walter de Stirkeland, who brought the case on, was seised of two messuages, two bovates and $21\frac{1}{2}$ acres of land in Lowther which Hugh de Louthier held. Hugh in defence stated that these were in possession of William, son of Robert de Stirkeland, who gave them to him and bound himself and his heirs to warrant them. Walter acknowledged his father's charter and that he was the heir, but quoted the Statute of Gloucester, by which if any one who held possession "*per legem Anglie*," * *i.e.*, a husband, for instance, who outlived his wife, alienated an inheritance in fee of his wife's, the heir of his wife could recover by writ and action of mort d'ancestor notwithstanding the warrant given, and he stated that his father alienated this to Hugh after his mother's death. Hugh replied that William and Elizabeth purchased the tenement from John de Coupland for themselves to hold in perpetuity, and that therefore it was not part of Elizabeth's inheritance. The case was to come on again, and I have not found the verdict. But it is evident that Walter lost. A purchase is not the inheritance of the purchaser. This de Coupland portion is another ninth. About the de Alneto portion no question seems to have been raised, which tells us that Ralf de Ayncurt had purchased that; and Walter de Strickland seems to have succeeded to it. The remaining ninth, de Haverington's, did not fall in till some time later.

We have now Hugh in possession of two-ninths and one-sixth of Lowther, that is of seven bovates out of the eighteen. Charters there are which show that other portions, whose relations to these bovates are not given, also were acquired, and they may well amount to one bovat more of valuation, and the Inq. p. mortem of Hugh, somewhat difficult to decipher in the Westmorland portion, tells us that he held eight bovates besides the

* Often alluded to as "*The courtesy of England*."

six he held under Watton Priory [and so fourteen altogether]. So far then we have accounted for nearly all which his energy gained in Lowther, starting from his little patrimony. Before going to further problems let us now turn to details about the man who so prospered, and that under Edward I. whose attorney general he was, a King to whom knowledge of law was not sufficient without the just use of law.

Besides acquiring what he did in and near Lowther he gained from Bishop Kellow a grant of free warren in Thorpethoules, Durham (1311). In 6 Edw. I., 1272 (A.R. 981), he was in default before the Assize because Simon de Alneto did not prosecute in Court and Hugh was one of his pledges for appearance. In 1286 (A.R. 1271), he appeared for Isabel de Clifford and Idonea de Leyburn against the same Simon in a case which Simon lost. He also in the same Assize complained that Henry Engaine and Matilda, his wife, had blocked forcibly a way in Clifton to his detriment, obliging his carts and beasts to go more than half a league round. Henry and Matilda lost, but Hugh withdrew the prosecution or rather did not go to extremities, and paid to have a Final Concord about it. In 17 Edw. I. (1288-9) Adam de Haverington brought action against him (A.R. 1283) for deprivation of right of common which belonged to his freehold in Thrimby. Encroachment, the jury decided, had been made, but they agreed that Hugh and Ivetta knew not of it, and Adam gained his rights. In 1291-2 (A.R. 134), Hugh impleaded Elizabeth de Veteripont at Carlisle for a debt of £6, accrued from a yearly rent of 40s. But the order for distraint on her lands, which was given, could not be carried out because Alston "was not in Cumberland, but in the Liberty of Tyndale belonging to the King of Scots." In the case of the dowry of Agnes, widow of Henry de Alneto already mentioned (A.R. 134), Hugh and Ivetta were to make it good; but as the land

from which it had come had been granted in exchange by Henry de Alneto to Adam de Haverington they were to receive compensation out of Henry's lands in Cumberland. In 1292 Adam de Haverington (A.R. 987), claimed that Hugh and Ivetta were, with others, withholding from him 3s. and a quarter of oats which he should have from his land in Tranterne, and they lost the case and had to pay 13s. 6d. damage. But the case was complicated. A curious action came up in 1292 also. John de Coupland claimed against Adam de Haverington two-thirds of 50. acres of land and five of meadow in Thrimby, in regard to which Adam said he claimed only custody and was ready to give up the land on receiving John's proof of age, which he said John withheld. John's claim was practically that he held in socage, not in cornage, and that Adam had no right to custody; and he produced a charter to show this. But the charter's seal had been detached. John's explanation of this was, that it had happened when, in his nonage, his mother was the wife of Robert de Staunford whose safe was broken into and jewels stolen therefrom and this charter removed, and that when the "monile" and this were returned it was thus damaged. But the jury refused to believe that the deed was Adam's though they agreed that the seal was. They were asked who wrote the deed. They replied Hugh de Louther. Then was there any fraud or malice on his part? Their reply was no; the deed was of the time of John's father. All the same their verdict went against John—stupidly enough as it seems to us—and his punishment was heavy, as if he had been forging.

In 1291-2 (A.R. 136), Hugh had an action for debt against Thomas de Multon, son of Thomas, but withdrew. In 1294-5 (A.R. 1306) he brought action against Ingelram de Gygnes for an annual revenue of 20s. and two coats which Ingelram had granted him from his land in Strikland Ketel. The charter, produced and recited,

seems to ordinary intelligence clear enough. The coats were to be of burell or of a stuff of colour befitting Hugh's position and were granted for services already done, and future services expected from Hugh. But Ingelram's defence was that his charter did not state where Hugh was to receive it, and after several delays Hugh withdrew. In the same year a like case appears against Margaret de Ros for two marks yearly and a coat, granted, for the same sort of services, to Hugh. And in this charter also as quoted and recited ordinary mortals would suppose that the day and place of giving and receiving were definite enough. The defence was that no place was fixed. Again delays and again Hugh withdrew. And yet again in the same year John de Lancaster was sued by him. By charter John had promised him a coat too ("roba de secta armigerorum val 20s."), to be given at Christmas yearly from Barton. These coats were evidently for retainers. John's answer to the charge of default was that Hugh may have if he wishes such a coat as he had had aforetime, which fitted his position of esquire. But Hugh was now a knight and required one suited to a knight's position, and the jury admitted that John had sent him one suited for esquires, such as he used himself. The case was to be taken to Westminster. But afterwards at the meeting of the justices at Eamont Bridge, Hugh asked to withdraw and remitted the 60 marks he had claimed as damages. These repeated withdrawals are little characteristics which tell the man. He was useful to his neighbours as legal adviser but evidently would rather be injured than do injury. In 1300 he was attorney of Robert de Clifford, justice of the Forests beyond Trent, and was present at a perambulation of those in Notts (*Select pleas of the Forests*).

Hugh's Inq. p. mortem held at Penrith for the Cumberland portion, 6th May, 1317, shows that he had acquired the manor of Newton Reigny (from Bp. Burnet of Bath

and Wells) held in chief under the King by the service of finding a horse-soldier equipped for 40 days and that his son Hugh was 30 and over at his father's death: the Westmorland Inq. tells us that he held in Lowther four messuages and eight bovates and their belongings of Roger de Clifford (at that time under age), for the service of 13s. 4d. cornage and worth 40s. yearly, and two messuages and six bovates of land of the Prior of Watton* for the service of 8d. cornage, which was worth 30s., and a portion of land in Thrimby called Tranterne held of Henry de Haverington by the service of 1d. worth 40s. yearly, which were paid as dry rent to the nuns of Keldholme and had been so paid from immemorial times. Ivetta seems to have outlived her husband, for there is a charter to her and her son, Hugh, of land in Lowther given by Alice, widow of Henry, son of Howe (? Alice del Howe †), which has no mention of Sir Hugh.

Hugh II. went on with the consolidation and extension of the estate,‡ the first sign of which is a grant or confirmation by Sir Alan de Kabergh to Sir Hugh and Margaret his wife of all his lands, tenements and demesne in Lowther and Lowther Whale, to be held by them and the heirs of Hugh directly under the chief lords. This is not dated, but one of the witnesses, Henry de Cundal, appears on the scene in about 1314, after the death of Ralf his father, and another, Robert le Botiller, close on that date; and Mr. Daniel Scott quotes § a quitclaim of Sir Alan de Cabergh to Walter de Sterkeland of all

* These six bovates of Watton Priory possession had apparently been held by James de Berburn (though an eighteenth century copy only exists of the grant by Watton Priory to him), and then by the Wyteby family on the way to Hugh. Hugh's son exchanged them in 1331 (Inq. ad quod damnum) for land he owned in Thrimby. In the Inq. they are distinctly stated to be one-third of the manor of Lowther except the advowson.

† See Scott, *The Stricklands of Sizergh*, p. 13.

‡ In 12 Ed. II., July, 1318, Hugh had licence to crenellate his house of Wythop. In Sept., 1322, pardon was granted to him at the instance of Andrew de Harcla, E. of Carlisle, and restitution of his goods and land. He had been an adherent of Robert de Clifford, a rebel. (*Pat. Rolls*).

§ *The Stricklands of Sizergh*, p. 30.

right and title to the advowson of Lowther church, dated St. Valentine's Day, 1322. The two grants would be not far from contemporaneous, and they bring up a point which needs elucidating. I am obliged now to quote from Nicolson and Burn, since a search has been made in vain in the Record Office for the document or entry they refer to. But there is no reason to doubt their accuracy in this. In 6 Edw. I., they say, the advowson of Lowther was tripartite and the owners of the three portions were—(1) William de Strickland, (2) the Prior of Watton, and (3) co-heirs :—Gilbert de Witeby and Henry, son and heir of Cristiana wife of Gilbert, and Robert de Morvil and Alice his wife.* We have learnt that Henry de Witeby granted all his possessions in Lowther to Hugh I. but there is no mention of the advowson in the charter. And as Ralf de Eyncurt purchased the Thrimby third portion which came down to Walter de Stirkeland through his mother, it is likely enough that the moiety of the other third possessed by de Witeby was transferred either to de Ayncurt or to Strickland. The remainder—the last moiety of the third—is the portion possessed by Alan de Cabergh. In 1255-6 (A.R. 979) is an entry telling us that Alan de Caberg and Alice his wife and Gilbert de Wyteby and Cristiana his wife sued the Master of the Hospital of St. Thomas de Gildeswath and his tenant for a small portion of land in Lowther into which the Master had ingress only through Ralf de Ayncurt, who had demised this while Alice and Cristiana were in his custody, being under age, and that Ralf had no other right in it. This tells us that Alice and Cristiana were sisters and coheirs and that their father's or mother's land was held by cornage under Ralf. But it is illustrated by the deed given (Appendix G) of 1332 in which Walter de Strickland, Ralf's grandson, claims Hugh de Louthier as his tenant

* I did find in A.R., 980 (6 Ed. I.) a statement that the Prior of Watton and Robert de Morvil and Alice were owners, but the entry seems unfinished.

for the lands in Lowther Whale which once were Henry de Witeby's and Alan de Caberg's, as well as claiming that he held under him one-ninth of Lowther (the de Alneto portion). Now the last transfer by Henry de Witeby to Hugh I. of lands in Louthier was a moiety of one-third of the vill—exactly that which would leave for Alan de Cabergh, the son of the other coheiress, the moiety of one-third, and this would complete the Berburne six bovates. The break up of the Berburne possessions had then, as suspected, really begun: these two must have been Berburne coheiresses and the last Berburnes either held under them or held parts which were not of these six bovates, and the de Ayncourt overlordship reached further than it seemed.

This conclusion also carries another. The lands granted in Lowther to Watton Priory, of whose grant no record seems to exist, were either given by a de Withenton, or a de Thrimby. In any case de Thrimby is the only heir left of de Withenton in Lowther, though partition among heiresses may have given purparties to others elsewhere. What became of the superior lordship is a puzzle. Possibly the de Withenton barony or manor began disintegrating before the creation of the barony of Kendal and that of Appleby—and got quite lost in the rise of the de Lancasters and the de Veteriponts.

But what has all this to do with the other owner of a moiety of one-third of the advowson, Alice, Robert de Morvil's wife? Alice, wife of the Alan de Cabergh of 1255, had a son Alan and a daughter Alice. This Alice in 1295, as Alice, "dau. of Alice de Kaberhg,"* exchanged a portion of land with Hugh I. Between 1255 and 1278, when Alice de Morvile was the advowson owner, there is time for her to have lost her first husband de Cabergh and to be married again to Robert de Morvile. Incidental evidence confirms this. For in the arrangement

* I suspect her to be the wife of Henry, "son of Howe," already mentioned.

between the heirs of Robert de Morvil for the partition of Helton, whose sisters were his heirs, in 1292 is a clause which shows that dame Alice de Cabergh was in dowry of some 10 marks a year from lands in Helton. This could only be Alice who kept her name though married to de Morvil late in life. I think this clenches the whole.*

But more difficulties remain to be faced, which, if faced, yield. The wife of Hugh II. we have seen was Margaret. In 18 Edw. II., 1324 (A.R. 141), is an action in Assize against Hugh and Margaret by Cristiana, widow of John de Lucy.† They had not kept true to their charter, she said, which granted her in dower rights in Wythop of the value of 100s. rent. The jury found for her, and the heavy damages (£52 10s.) seem to show that the rents had been kept back some years. There had been a dispute at law between John de Lucy and his eldest brother Thomas in 1300 (A.R. 138), about rights in forest and in common granted to him and his heirs in 1276 by their mother, Alice de Lucy, in a still existing charter kept no doubt carefully because of that dispute. John won his case. Thomas died in 1305 leaving sons, the eldest born in 1271. John the owner of Wythop, brother of Thomas, would be at least of age in 1276 for his mother's grant, and probably by the language of the charter was then married. A solitary daughter seems to have been the issue.

Hugh II., son of Hugh and Ivetta, was born in or just before 1277. The match would fit; and in 1324 and before this Hugh had become possessed of land in Wythop. Possession of Whale did not come till 1340 (Appendix H), to a Hugh and Margaret then whose eldest son Hugh was contracted under age (Appendix I) to Matilda de Tilliol.

* Alice de Cabergh occurs as one of the executors of the will of Robt. de Morvill in A.R. 136, 1292.

† In the de Culwen pedigree (these *Transactions*, N.S., xiv.) Cristiana is shown as the mother of Margaret. This is a slip.

All works smoothly till we come to the Inq. p. mortem of Margaret de Louthier in 1370, which gives her as possessing in demesne as of fee ten messuages and forty acres in Wythop of de Lucy inheritance, and giving Margaret's heir as Hugh de Louthier of forty years of age and over. The difficulty at this point was recognized and dealt with by our lamented fellow-worker, Mr. F. H. M. Parker of Fremington,* but it was even greater than he saw. To credit Margaret, who died in 1369,† with being de Lucy's daughter and the inheritress of Wythop, almost implies that she died at over ninety, and that her eldest son (she had others), was born when she was little, if at all, under fifty years old. And the difficulty is at first made worse by a document of 1364 (Appendix L) renewed in 1365, between Hugh de Louthre the son (*le fiz*) and Robert his brother about an income for life in dispute which Robert claims. Arrangement is come to that Robert is to have possession of lands in Wythop instead of part of this income after the deaths of Hugh the father and dame Margaret, if dame Margaret is willing. Hugh the father has no part in this agreement, nor in another in 1367 between dame Margaret and her son Hugh and Wauter de Welles, rector of Lowther, settling by means of arbitrators, in a way stated to be for the time being and not to serve as a precedent, the claims made by him to rights in Louthier (including that of the patronage and revenues, when vacant, of a chapelry near the bridge in Gildonswath).

We look back, and find that in 1361, at the end of August, Hugh de Louthier, the father, gave up his manors of Lowther and Lowther Whale and Whale for the term of his own life to his son Hugh, to be held directly under the chief lords and there is no mention of service to him himself. It is absolute transfer. No mention of Wythop

* These *Transactions*, N.S., ii., p. 151.

† This was the year of death. The Inq. was in 1370.

comes in this, and there is apparently no deed relating to Wythop, to correspond ; * but if we may, as I think, legitimately suppose that in like manner that was transferred to Margaret, it would be at the time her demesne as of fee although she was not the heiress. The transfer would not have to be made in the case of Newton Reigny, for that had been practically given to Hugh the son and Matilda in the marriage agreement of 1338. Possibly ill health caused transfer ; that of Lowther itself is remarkable. Hugh, Margaret's husband—Margaret whom we must with Mr. F. H. M. Parker take to be de Whale—had increased his possessions all round in Hacthorpe, Thrimby, Bampton and Askham. But I have noticed only one which brought on a case at law. John le Fraunceys of Cliburn had transferred to him seven messuages, five bovates and fifteen acres of land and two acres of meadow and 6s. 8d. rent (and part of the mill) in Askham and to Roger de Gnype (which Roger transferred to Hugh) three messuages, four bovates and six acres, also in Askham. Robert le Fraunceys son of John claimed that these † had been entailed on him by his grandfather (De Banco 400) 1359. Hugh's defence, which seems to have been successful, was that these were handed down in fee simple and not fee tail, and that they therefore could be sold. At any rate in 1361, at Ascensiontide, he gave the one and I suppose the other to his son Thomas, and this branch of de Louthers continued for nearly a century in possession of that much of Askham. In 1363 Hugh grants a letter of attorney and this is his last document. He had in the year before appointed his son Thomas as his attorney for trials in Banco.

Hugh IV., his son, in 1363 grants to Thomas de Louthers, chaplain, and his own son, Adam, lands in Quale (Whale) ;

* These are two separate deeds of entail of the manor of Whale, one of 1340, one of 1355.

† These were part of the Tailboys inheritance.

in 1365 still witnesses deeds as Hugh junior. In 1367 he witnesses without the junior. Hence we have the year of the death of Hugh, husband of Margaret de Whale. Her Inq. p. mortem, besides telling us that she died seised in demesne of ten messuages and forty acres in Wythop in Braythwayt held of Gilbert, Earl of Angus, as of the right of Matilda his wife of the inheritance of de Lucy, by the service of 1d. at Christmas, and worth 20d. yearly, says that she held nothing in demesne in Westmorland in chief of the King, but that she and her husband had been enfeoffed for life in the manor of Lowther, which was entailed on her son Hugh and his wife Matilda and their heirs; that this manor was held of Roger de Clifford by the service of 20s. cornage yearly and was worth £6 13s. 4d.; that the manor of Louthier Quale was held of Thomas de Stirkeland, Kt., by the service of one sorehawk or 6d. yearly and was worth 40s.; and that the hamlet of Quale was held of Richard le Vernour* by the service of 12s. 10d. cornage, and one pound of pepper given at Christmas, and was worth 20s. yearly. The enfeoffment deed (of 1355) specifies all three manors—Lowther, Lowther Whale, and Whale.

Hugh, husband of Matilda de Tilliol, succeeded; was on the Commission of the Peace, 1380-1; but was dead before the Clifford Inq. p. mortem of 1388. In that and in the following two † we have the unusual item of a woman, not being the owner by inheritance of a fee, being returned as feoffee. In all other cases in those lists, women given alone were so given for land they held in their own right. We can only take it that she held by right of custody which would be granted by arrangement between the Cliffords and her.‡ Was there a Hugh who died in his father's lifetime whose name got lost by the

* A mistake for Richard de Vernon.

† "Feoffees of the Cliffords" (these *Transactions*, n.s., viii.).

‡ The alternative is the enfeoffment of her husband and her for life of each. But no such deed exists.

very fact of its being Hugh? Robert, the next successor, does not seem to appear till c. 1392, while a Robert, who was one of the keepers of Carlisle Castle in 1385, is called Robert Louthier the elder. Now in a sixteenth century MS. at Lowther, containing representations of the development of the Lowther shields, the secure part of which seems to begin with the Lowther, Lucy and Whale quarterings, is one giving these in a shield side by side with Preston, which takes the place of Tilliol, and is itself replaced by a later shield in the next generation, there being "no heyre" in the question. This would make a Preston marriage following the Tilliol and like that a marriage not of an heiress. Robert died as Sir Robert in 1430, leaving a nuncupative will (Appendix O), a fact which hints at death being not expected. If he was son of Hugh and Matilda, married 1338, he would be nearly ninety—and death could hardly be so great a surprise. And at the death of Hugh, husband of Matilda, he would be something like forty years of age and quite capable of succeeding to his own. I therefore admit with some hesitation the sixteenth century tradition, there being no reason for its being invention.

Sir Robert was the husband of Margaret Strickland, daughter of Bp. Strickland. There is no doubt of this. The two wills of Robert and Margaret (Appendix O,P) presume it.* Besides, the shield next in the MS. after the Preston replaces that shield with one quartered Strickland and Warcopp. And a sixteenth century descriptive list of Warcopp deeds, of which the originals are lost, still remains at Lowther. These are thirty in number and from them we gather that William Strickland married Isabel, daughter of Thomas and Margaret Warcopp, and that Strickland and Warcopp lands were inherited by

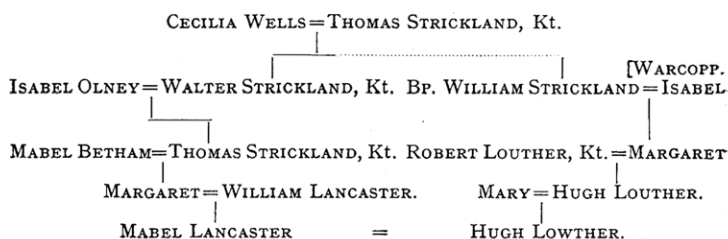
* He is the William Strickland in the Tabulations, "Feoffees of the Cliffords" (these *Transactions*, n.s., viii.) holding in Waitby Agnes, Soulby and Warcopp, succeeded by William Lowther in one of these.

the daughter of William and Isabel; and these were handed down to her children. This bars any idea of William's marriage being legally irregular. Margaret died in 1449. She was Robert's wife in 1398, we know, and must have been married a few years earlier than that, I think about 1391. William Strickland, her father, was apparently rector of Ousby in 1365, and he bought tenements in Penrith, many charters about which remain. But what is to prevent a broken-hearted widower, if he lost his wife soon after her child was born, to take holy orders? This is a quite possible and, I think, probable explanation. It did not in those days imply a long process of college training to do so. Born about 1364 Margaret would not be too old to have the children she had and at 1449 would be about eighty-five. The acceptance of a widower with a child as a bishop might trouble a Benedict XV.; it would not trouble a Mercier. And the tower of the cathedral of Carlisle, and the water-supply of Penrith are testimonies to William Strickland's width of thought and greatness of mind. Sir Robert in his will does not mention his daughters by name. Margaret, besides arranging masses for her father and her husband Robert, arranges masses also for the soul of Sir John de Derwentwater; and mentions the daughter who, I believe, was Derwentwater's and hers. Their son was the last John de Derwentwater of the line. She was married then before she married Robert de Lowther, a fact caught and suggested * simply by plain straightforward reasoning by our lamented fellow-worker Mr. W. N. Thompson, whose instinct was true.

Who was the wife of the next successor, Hugh, I have failed to discover. It is fairly certain that she could not have been a Derwentwater, and the sixteenth century MS. shows no Derwentwater shield there. Her name was Mary, and the marriage took place, as the entail deed shows, in 1412.

*These *Transactions*, N.S., iv., p. 297.

The documents of the fifteenth century, which have survived, are of little interest except those concerned with the marriage agreements, and these are interesting enough. In that of 1455 (Appendix Q), for the marriage of Hugh, grandson of Sir Robert and Mabell Lancaster, the need for a dispensation for the marriage throws light on another doubtful point. I can find no blood relationship close enough between them to call for that need except in this way:—



The only assumption here is the parentage of William Strickland and it is not an unreasonable one; and it connects him with the main stem of the Stricklands, I think, conclusively.*

The descendants of Robert's younger sons, as well as much of the later history to the seventeenth century, the early branch of Plumland and Braithwaite and that of Askham, must wait.

There was trouble about Mabel's rights later, but disputes between the families were settled in 1499 by the marriage of William Lancaster and Elizabeth daughter of Hugh Lowther, which marriage again required sanction,

* The only thing that seems against this is the entail mentioned by Mr. D. Scott (*Stricklands of Sizergh*, p. 40) which specifies only Peter, Thomas and John as younger sons of Thomas Strickland, Kt. I have not seen the deed but it appears to be one of the usual sort made for carrying on possession of an inheritance in the male line failing the direct male heirs of the eldest son, and it was made c. 1366. At that time William Strickland, (the Bishop) was already ordained and a rector, and therefore could not be supposed to be likely to have male descendants and the only issue of his wife being a daughter there would be no reason for his inclusion. These entail documents however have sometimes almost inexplicable omissions. One, for instance, of the time of Roland Clibborn actually omits the name of the eldest son (John) who, as we have proof, actually succeeded him.

called licence, but clearly it was dispensation (Appendix R). The next marriage (Appendix S), is the Curwen marriage with John, son of the Hugh who died in 1510, whose Inq. p. mortem tells us that he held the manor of Lothar in fee tail, two parts under Henry, Lord Clifford, by the service called notegyld, for 20s. 4d. yearly and "Sargentwude*" 10s., the third part called Whale of William Strickland, Kt., giving him one sparrowhawk and 6d. The manor was worth £42 yearly. Also he held Whale Cragg in fee tail of Henry Vernon, Kt., for one pound of pepper, and it was worth 26s. 8d. Also two messuages in Soulby held of Henry, Lord Clifford, by Notegeld for 16d. which paid 6d. to Henry and were worth four marks.

I have not attempted to give a full history, which would require far more space than that which can be allotted. I have simply sought to clear up doubtful points and to give what needed elucidation. The early connection with South Westmorland of the Lowther family is still more emphasized by the existence of a branch in Lupton (Pipe Roll, 8 Ric. I., 1197), and Final Concord, 11 Henry III., 1227, Thomas de Louthar in both instances. The inevitable conclusion from the preceding investigation is blood relationship between de Withenton, de Berburne and de Louthar and also by marriage and descent, de Thrimby, which practically amounts to the last three being offshoots of the family in possession of the manor or barony in Domesday called Witentune.† This family would be feoffees of Ivo Tailboys. They were hardly Angevins, for there is not an Angevin name amongst them—they were a mixed race, in part Northumbrian as the name Ayeldred witnesses.

More later both of the early and of the later history—if God wills.

* = Sergeant hood.

† Lupton, however, was in the Domesday barony (manor) of Ousterwic.

APPENDIX OF CHARTERS.

The originals of these are at Lowther, for leave to publish which my best thanks are due to the Earl of Lonsdale, and for facilities and help to Mr. W. Little and Mr. R. H. Bailey. Some that follow are called extracts because in them merely formal parts and repetitions, of which such charters are full are omitted for economy of space and expense in war-time. No essential condition or circumstance has been omitted or in any way lies hidden in this shortening.

A.—GRANT AND CONFIRMATION OF LAND IN LOWTHER BY WILLIAM DE THRIMBY TO AELDRED DE LOUTHER; EARLY THIRTEENTH CENTURY BUT AFTER 1202.

Sciant omnes tam presentes quam [futuri] quod ego Wills. de Tirneby concessi dedi et hac presenti Karta mea confirmavi Aeldredo de Louthr pro humagio et liberali servitio suo duas bovatas terre in Willa de Louthr quas idem Ayeldredus* tenuit de Stephano patre meo, et unum toftum quod Robertus de Wanepol tenuit et unum croftum quod Dreu tenuit et septem rodas terre super le 'Cattelflat' et preterea tres riddingas; scilicet unam 'riddingem' super Rongaver, et alteram 'riddingem' juxta Chelhowaynsike ab dominico

Know all, as well those living as those to come that I, William de Thrimby, have granted and given and by this my present charter have confirmed to Aldred de Louthr for his homage and free service two bovates of land in the Vill of Lowther which the same Aldred held of Stephen my father, and one toft which Robert de Wampol held and one croft which Dreu held and seven roods of land on the Cattelflat, and, besides, 3 clearings, namely one clearing on Rongaver and another by Chelhowaynsike (reaching)

* We have to keep in mind the thought that Aldred and Eldred and Aeldred are late forms for Ayeldred and that Ayeldred=Aþeldred=Etheldred.

meo usque le syke, et tertiam 'riddingem,' scilicet totum dimidium Bochohm ab le Chel-desike usque in aquam de Louthr, Et preterea dominicum meum ad 'Melecleld' et dominicum ad le Cattesal in escambio pro terra que est versus molendinum de Louthr, tenendum et habendum predicto Aeldredo et heredibus vel assignatis suis predictas terras cum tofto et crofto sicut prescriptum est per suas divisas de me et heredibus meis vel assignatis libere et quiete integre et pacifice cum communi pastura et libera communia et aliis libertatibus in planis in pascuis in aquis in viis in semitis in boschis in omnibus aliis locis et libertatibus tante terre de Louthr infra eandem villam et extra ubique pertinentibus: Reddendo inde annuatim ipse Aeldredus et heredes vel assignati sui mihi Willo. de Tirneby et heredibus meis vel assignatis meis tres solidos sterlingorum: medietatem ad pentecosten et aliam medietatem ad festum Sti. Martini in Yeme pro omni servitio seculari mihi et heredibus meis pertinenti, salvo forinseco domini regis. Et sciendum est quod si predictus Aeldredus et heredes vel assignati sui deffecerint in verbo, erit eorum forisfactum in sex denariis, si in sanguine in duodecim denariis. Et sciendum est quod idem Aeldredus et

from my demesne to the sike and a third clearing namely the whole half of Bochohm from the Chel-desike to the stream of the Lowther. And beside, my demesne at Melecleld, and demesne at the Cattesal in exchange for land which is near the mill of Lowther: to be held and had by the aforesaid Aldred, and his heirs or assigns—these aforesaid lands with the toft and croft as is aforesaid according to their boundaries, of me and my heirs or assigns in undisturbed freehold and entirety together with the common pasture and free common and other liberties in cleared lands and grazing land, in streams and roads and paths, in woodlands and in all other points and rights belonging to that amount of the land of Lowther inside the vill and beyond: Aldred himself and his heirs or assigns rendering to me, William de Thrimby, and my heirs or assigns yearly three shillings sterling: one half at Pentecost and the other half at the festival of St. Martin in Winter in lieu of all secular service pertaining to me and my heirs, saving the forinsec service of the lord king. And be it known that if the aforesaid Aldred and his heirs or assigns break the peace by assault in words the forfeit is to be in six pence, and if in assault

heredes vel assignati sui molent blada sua que habebunt ad mensam suam ad molendum de Louthr ad tertium decimum vas nec dabunt multuram de bladis que non portabunt ad molendinum ipsum vel portari faciant. Et ego Wills. de Tirneby et heredes vel assignati mei predictas terras sicut predictum est predicto Aeldredo et heredibus vel assignatis suis contra omnes homines et feminas in perpetuum sicut liberam don[ationem] nostram warantizare tenemur: Ut igitur hec mea libera donatio ratam in posterum optineat firmitatem [huic] scripto sigillum meum apposui. Hiis Testibus, domino Gervasio de 'Lourht,' dno. Willo de Cwyceston (?), Thom. de Berrebron, Swain Albo, Gregorio de Qualle et aliis.

drawing blood in twelve pence. And be it known that the same Aldred and his heirs or assigns shall grind their corn which is for their own table up to the thirteenth measure at the mill of Lowther nor shall they pay multure dues for the grain which they do not take nor cause to be taken to that mill. And I William de Thrimby, and my heirs or assigns as is aforesaid are bound to warrant the aforesaid lands as is aforesaid to the aforesaid Aldred and his heirs or assigns against all men and women for evermore as our free donation: that therefore this my free donation may be ratified and assured hereafter I have affixed my seal to this writing. As witness these:—Sir Gervase de Louthr, Sir William de Cwyceston (?), Thomas de Berburne (Barbon), Swain the White, Gregory de Whale and others.

In the charter of grant by William, son of Richard, son of Aeldred, to Adam de Wyteby the names above have become le Castelflat, Rungayver, Keldowansik,* Buckeholm, le Keldesic, Melekeld and Kattesale; and the witnesses are Sir John de Morvill, Sir Thomas de Hellebec, Sir Robert de Yavenwith, Thomas de Musegrave, then Sheriff, Gilbert de Wyteby, William de Warthecop, Henry de Leresdal, Geoffrey de Presteby, Laurence, son of Hugh the provost, "and others."

B.—SALE OF ONE THIRD OF THE ADVOWSON OF LOWTHER AND LANDS, BY THE HEIRS OF DE THRIMBY TO RALF DEYNCURT;
C. 1240.

Omnibus ad quos presens scriptum pervenerit Robertus

To all to whom the present writing shall come. Robert

* =Skellandsike ?

de Alneto et Ysabell uxor ejus, Ricardus de Coupeland et Alicia uxor ejus, Henricus de Haverington et Sarra uxor ejus salutem in Domino : Noverit universitas vestra nos dedisse concessisse et hac presenti carta nostra confirmasse Radulpho de Aencurt pro servitio quod nobis fecit, unam acram terre et dimidiam cum pertinentiis in Lauthr, scilicet dimidiam acram in tofto et crofto que fuerunt quondam Aldredi versus aquam et unam acram apud bercariam que fuit quondam Johis de Thirnebi, simul cum advocatione tertie partis ecclesie de Lauthr que nos contingebat. Tenendum et habendum illi et heredibus suis vel eorum assignatis de nobis et heredibus nostris in feodo et hereditate, libere et quiete plenarie et honorifice cum omnibus pertinentiis suis libertatibus et liberis consuetudinibus dictis terre et advocationi infra villam de Lauthr et extra, et in omnibus locis pertinentibus : Reddendo inde annuatim nobis et heredibus nostris unum par albarum cyrotecarum infra nundinas Sti Laurencii de Appelbi pro omnibus servitiis nobis et heredibus nostris pertinentibus. Nos vero et heredes nostri dictam terram cum dicta advocatione dicto Radulfo et heredibus suis vel eorum assignatis contra omnes gentes in perpetuum warantizabimus. Et ad majorem se-

de Alneto and Isabel his wife, Richard de Coupland and Alice his wife, Henry de Haverington and Sarra his wife, health in the Lord. Know all of you that we have given granted and by this our present charter have confirmed to Ralf de Aencurt, for service which he has done us, one acre and a half with their belongings in Lowther, namely a half-acre in the toft and croft which once were Aldred's near the stream and one acre at the sheepfold which once was John's de Thrimby together with the advowson of the third part of the church of Louthr which pertained to us. To be held and possessed by him and his heirs or their assigns of us and our heirs in fee and heridity in undisturbed and honourable freehold with all belongings, liberties and free customary services belonging to the said land and advowson within and without the vill of Lowther in all matters : rendering thence to us and our heirs one pair of white gauntlets at the fair of St. Laurence of Appleby in lieu of all services pertaining to us and our heirs. And we and our heirs will warrant the said land with the said advowson to the said Ralf and his heirs or assigns against all men for evermore. And for greater surety we have affixed to this writing our seals. As

curitatem huic scripto sigilla nostra apposimus. Hiis Test: Ric. de Coupeland, Rob. de Askeby, Joh. de Morevill, Thoma de Musegrave, Matho. de Rossegill, Gregorio de Whal, Alano de Berewis, Gilb. de Engaine, Ada de Stirkeland, Rob. de Berebrun, Thom. de . . . naby, Rolando de Revegil et aliis.

witness these: Richard de Coupland, Robert de Asby, John de Morevile, Thomas de Musgrave, Mathew de Rosgill, Gregory de Whale, Alan de Barwis, Gilbert Engaine, Adam de Strickland, Robert de Barbon, Thomas de [?Jo]naby, Roland de Reagil and others.

An entry in the Pipe Roll of 26 Henry III.—1242-3, shows that this was earlier than that date.

C.—QUITCLAIM BY WILLIAM, GRANDSON OF ALDRED, TO HUGH, SON OF GEOFFREY DE LOUTHER; 1286.

Omnibus Christi fidelibus ad quos presens scriptum pervenerit Wills. filius Ricardi de Louthur salutem in Domino sempiternam. Noveritis me concessisse remisisse et omnino quietum clamasse pro me et heredibus meis Hugoni filio Galfridi de Louthur omne jus et clameum quod habui vel aliquo modo habere potui in duobus messuagiis duabus bovatis et quinque acris terre cum pertinentiis in Louthur. Ita quod nec ego nec heredes mei vel aliquis nomine meo vel heredum meorum in predictis messuagiis et terris aliquod jus vel clameum exigere vel vindicare poterimus. In cujus rei testimonium quia sigillum proprium die confectionis hujus scripti non habui sigillum Ade Skeg de Louthur ab eo de mutuo recepi, et huic scripto apposui. Hiis Testi-

To all Christ's faithful to whom the present writing may come, William son of Richard de Lowther everlasting health in the Lord. Know ye that I have granted remitted and in every way quitclaimed for myself and my heirs to Hugh son of Geoffrey de Lowther all right and claim which I had or could have had in two messuages two bovates and five acres of land with their belongings in Lowther. So that neither I nor my heirs nor anyone in my name or theirs will be able to exact or justify any right or claim in the aforesaid messuages and lands. In testimony whereof, because I had not a seal of my own on the day of making this writing, I borrowed that of Adam Skeg of Lowther and affixed it to the writing. As witness these: William, rec-

bus Willo rectore ecclesie de Louth, Roberto de Morvile, Ad. de Musgrave, Ad. de Haverington, Johe de Quale, Henrico de eadem, Thoma de Hakeville, Gilberto de Wyteby, Johe filio Alani de Caberch et Ad. Skeg de Lothir et aliis. Dat. apud Louth[er] die veneris proxima post Epiphaniam Domini, anno regni regis Edwardi quarto decimo.

tor of the church of Lowther, Robert de Morvile, Adam de Musgrave, Adam de Haverington, John de Whale, Henry de Whale, Thomas de Hakeville, Gilbert de Wyteby, John son of Alan de Cabergh and Adam Skeg of Lowther and others. Dated at Lowther on Friday next after Epiphany in the 14th year of King Edward.

Adam Skeg, I suspect though I have no proof, was by marriage a connection of the de Louthers. His wife was named Agnes. Hugh de Louth, son of Geoffrey, exchanged with him land in Lowther, Hugh granting him for life some 16 acres for 2 bovates.

There was also a Gilbert, son of John de Louth, who was impleaded for 1 messuage and 2 bovates of land there in 1292 by Alan Armstrong and Elena his wife who claimed that he had dispossessed Elena. Gilbert, son of John, stated in defence that Gilbert de Whyteby had granted to him and his wife Alice for life of both the tenement in question. There is no record of the result of the claim.

D.—GRANT AND CONFIRMATION BY HENRY DE ALNETO (DAWNEY) TO HUGH DE LOUTHER AND IVETTA OF LAND AND DEMESNE IN LOWTHER ; c. 1291.

Omnibus Christi fidelibus hoc presens scriptum visuris vel auditoris Henricus filius Henrici de Alneto salutem in Domino sempiternam. Noveritis me dedisse concessisse et hac presenti carta mea confirmasse Hugoni filio Galfridi de Louth et Ivette uxori sue totam terram meam quam habui vel aliquo modo habere potui in villa de Louth cum dominico none partis ville de Louth et cum nona parte molendini de Louth : Ten-

To all Christ's faithful who shall see or hear the present writing Henry son of Henry de Alneto, health everlasting in the Lord. Know ye that I have given and granted and by this my present charter have confirmed to Hugh son of Geoffrey de Louth and Ivetta his wife the whole of my land which I had or in any way could have in the vill of Lowther with the demesne of the ninth part of the vill of Lowther and with

end. et habend. omnes predictas terras cum dominiis et predicta nona parte molendini cum suis pertinentiis predictis Hugoni et Ivette et heredibus ipsius Hugonis et ejus assignatis libere quiete integre et solute, bene et in pace in terris et pratis boscis moris brueris mariscis planis pascuis et pasturis aquis vivariis stangnis viis semitis et sectis debitis predictae parti molendini cum omnibus aliis libertatibus dicte ville de Louthier pertinentibus tam non nominatis quam nominatis infra villam de Louthier et extra : Reddendo inde annuatim capitalibus dominis servitia debita et consueta. Et ego vero Henricus et heredes mei et assignatis totam predictam terram cum omnibus pertinentiis prenomina- tis, predictis Hugoni et Ivette et heredibus ipsius Hugonis contra omnes homines in perpetuum warrantizabimus et defendemus. In cujus rei testimonium presenti scripto sigillum meum apposui. Hiis Testibus Roberto de Morevyle, Gilberto de Wyteby, Ad. de Haverington, Ad. de Musegrave, Johe de Quale, Ad. Skegge de Louthier, Henrico de Quale et aliis.

the ninth part of the mill of Lowther : to be held and possessed, the aforesaid lands with demesnes and the aforesaid ninth part of the mill with their belongings, by the aforesaid Hugh and Ivetta and his assigns in undisturbed freehold and in entirety, freed from services and in peace, in cultivated lands and meadows, woodlands, moors, heaths, marshes, clearings, pastures and grazing lands, streams, preserves, ponds, ways, paths and suits (of court) owed to the aforesaid part of the mill together with all other liberties belonging to the said vill of Lowther, specified here or not specified, within the vill or beyond it : rendering thence yearly to the chief lords the services due and customary. And I Henry and my heirs and assigns will warrant and defend all the aforesaid land with all its belongings aforementioned to the aforesaid Hugh and Ivetta and the heirs of Hugh against all men forevermore. In testimony of which I have affixed my seal to the present writing. As witness these :—Robert de Morvile, Gilbert de Wyteby, Adam de Haverington, Adam de Musgrave, John de Whale, Adam Skegge de Louthier, Henry de Whale and others.

E.—GRANT OF ONE SIXTH OF LOWTHER BY HENRY DE WYTEBY TO HUGH DE LOUTHER, KT. ; c. 1292 (EXTRACT).

Omnibus &c. Henricus de Qwyteby salutem &c. Noveritis me dedisse concessisse et hac &c. confirmasse domino Hugoni de Louthre militi et Ivette uxori sue totam terram meam quam habui in Louthre scilicet medietatem tertie partis ejusdem ville de Louthre cum pertinentiis : habenda et tenenda dictis Hugoni et Ivette et heredibus Hugonis ut in dominicis suis &c. cum reversionibus tenementorum ad terminum vite et cum omnibus aliis rebus tam nominatis quam non nominatis dicte terre quoquo modo pertinentibus adeo libere et quiete et integre sicut ego unquam tenui vel aliquis antecessorum meorum predictam medietatem tertie partis ville melius et quietius eam tenuerunt, reddendo mihi et heredibus meis &c. unum granum piperis ad natale Domini pro warrantia (tantum?) pro omni terreno servitio, Et faciendo capitalibus dominis servitia &c. Et ego vero et heredes mei . . . warrantizabimus etc. contra omnes homines. Hiis Testibus : dominis Roberto le Engleis, Thoma de Elbek, militibus, Nicholao de Grendon tunc vicecomite Westmerlandie, Johanne de Roskill, Henrico de Hayrington, Henrico de Coundall, Waltero de Quale

To all &c. Henry de Wyteby wishes health in the Lord. Know ye that I have given and granted and by this my charter have confirmed to Sir Hugh de Louthre Kt. and Ivetta his wife the whole of the land which I had in Lowther, that is to say half of the third part of the same vill of Lowther with its belongings to be held and possessed by the said Hugh and Ivetta and the heirs of Hugh, both in demesnes &c. and with the reversions of tenements that are held for life, and with all other things specified and unspecified in any way belonging to the said land, as freely and undisturbedly and quietly as I or any of my ancestors have truly in undisturbed quiet possessed the aforesaid moiety of the third part of the vill : they rendering to me and my heirs &c. one peppercorn at Christmas in lieu of all secular services due to me and my heirs &c., and performing the services due to the chief lords of the fee &c. And I and my heirs &c. will warrant the aforesaid &c. against all men for evermore. As witness these : Sir Robert le Engleis Kt., Sir Thomas de Helbeck Kt., Nicholas de Grendon, then Sheriff of Westmorland, John

et aliis.

de Rosgill, Henry de Haver-
ington, Henry de Cundal,
Walter de Whale and others.

F.—RELEASE OF PAYMENTS, GRANTED BY WILLIAM DE STRICK-
LAND TO HUGH (SON OF GEOFFREY) DE LOUTHER; c. 1292.

Omnibus hoc scriptum visu-
ris vel audituris Wills filius
Roberti de Stirkeland salutem
in Domino sempiternam. No-
veritis me relaxasse remisisse
et omnino quietum clamasse
Hugoni de Lowthir et heredi-
bus suis vel suis assignatis
totum annum redditum quem
idem Hugo mihi solebat red-
dere de terris et tenementis
que de me tenet in Lowthir,
scilicet de terra quam tenet de
hereditate patris sui in eadem
villa scilicet tertia parte duor-
um denariorum et de terra que
fuit Willi filii Ricardi in eadem
villa, scilicet tertia parte trium
solidorum et de terra que fuit
Thome Brenwater scilicet ter-
cia parte viginti et duorum
denariorum per annum. Ita
quod nec ego nec heredes mei
aliquid juris vel clamii in pre-
dicto annuo redditu a predicto
Hugone vel heredibus suis vel
suis assignatis decetero exi-
gere vel vendicare poterimus
nisi unam rosam tantum pro
omni servitio seculari die nati-
vitatibus Sti Johannis Baptiste.
Et ego vero Wills. et heredes
mei totum predictum annum
redditum predicto Hugoni et
heredibus suis vel suis assign-
atis pro predicta rosa contra
omnes homines et feminas

To all who shall see or hear
this writing William son of
Robert de Strickland, health
everlasting in the Lord. Know
ye that I have released, fore-
gone and entirely quitclaimed
to Hugh de Louthur and his
heirs or his assigns the whole
yearly rent which the same
Hugh was wont to give from
the lands and tenements which
he holds of me in Lowther :
namely from the land which
he holds of the patrimony of
his father in the same vill,
that is to say the third part
of two pence, and from the
land which was William's the
son of Richard in the same
vill, namely the third part of
three shillings, and from the
land which was Thomas Bren-
water's, namely the third part
of twenty and two pence year-
ly. So that neither I nor my
heirs henceforth can exact or
take action for any right or
claim in the aforesaid yearly
payments from the aforesaid
Hugh or his heirs or their
assigns, except one rose only
in lieu of all secular service on
the day of the Nativity of St.
John the Baptist. And I
William and my heirs will war-
rant and defend the aforesaid
annual rent for the aforesaid

warantizabimus et defendemus inperpetuum. In cujus rei testimonium huic scripto sigillum meum apposui. Hiis Testibus, Roberto de Morvyl, Ad. de Haverington, Ad. de Mosegrave, Johe de Quale, Nicho de Grendon, Henrico de Quale, Ad Skeg de Lowthir et aliis.

Hugh and his heirs or his assigns for the aforesaid rose against all men and women for ever more. In testimony of which I have affixed my seal to this writing. As witness these: Robert de Morville, Adam de Haverington, Adam de Musgrave, John de Whale, Nicholas de Grendon, Henry de Whale, Adam Skeg de Lowther and others.

The seal has the three scallop shells on a shield and round it, "S. Willi de Stercaland."

G.—AGREEMENT BETWEEN WALTER DE STRICKLAND AND HUGH (II.) DE LOUTHER; SEPT. 14, 1332.

Cest endenture faite a Appleby le lundy en la fest de la exaltacion de la Seynt Croice, lan du regne le roi Edward terce puis le conquest sisme entre Mouns. Wauter de Stirke-laund de une parte et Mouns. Hugh de Louthre de autre parte Tesmoigne que come debate fust enter les avandites Mouns. Waulter et Mouns. Hugh de un cotage e une acre et un rode de terre et vint darrez de rent en Louthre les queux cotage terre et rent le dist Mons. Walter recouvra vers le dist Mons. Hugh par une assise de novel disseisine, le dist Mons. Waulter rende au dist Mons. Hugh les avandites cotage et une acre de terre et un rode et vint darrez de rent e graunt e counst pur ly e ses heires mesmes les cotage e un acre et un rode de

This indenture made at Appleby on Monday the Festival of the Exaltation of the Holy Cross in the year of the reign of King Edward the third after the conquest the sixth, between Sir Walter de Strickland of the one part and Sir Hugh de Lowther of the other, witnesses that since controversies had taken place between the aforesaid Sir Walter and Sir Hugh about one cotage, one acre and one rood of ground and 20 pence of rent in Lowther, the which cottage, land and rent the said Sir Walter recovered against the said Sir Hugh by an assise of novel disseisin, the said Sir Walter gives up to the said Sir Hugh the aforesaid cottage and acre of land and rood and 20 pence of rent, and grants and concedes for himself and

terre e vint darrez de rent estre le droit le dist Mouns. Hugh a avoir e tenir a ly e ses heirs a touz jours. E qe com debate fu entre eaux de la nesmine partie des viles de Louthre e Louthre Wale le dist Mouns. Waultr counst e graunt la dist nesmine partie estre le droit le dit Mouns. Hugh e releste pur ly e ses heirs au dist Mouns. Hugh e ses heirs a touz jours mesmes cele nesmine partie ove toutes les apurtenances en demeine e en service Forspris un acre de terre al Cotedike e demy acre de terre en Aldrethcroft devers lew, sicom mes auncesters e moy le avoms plus pleinment tenuz e par mesmes les boundes et les deus parties de la vowe-soun del esglise de Louthre. E qe com le dist Mouns. Wauter clama le dit Mouns. Hugh estre son tenaunt des terres e tenemenz en Louthre Whal qe furunt a Mouns. Aleyne de Kabergh e Henry de Whiteby, le dist Mouns. Hugh se graunt pur ly e pur ses heirs tenir les avandiz terres e tenemenz du dit Mouns. Waulter e ses heirs par fealte et un esperver sore ou sys deners par an pur touz servicez. E pur cele reconissance le dist Mouns. Wauter relest pur luy e ses heirs au dist Mouns. Hugh et ses heirs a touz jours tutes maners de rentes e services des terres e tenemenz avaundiz forspris le fealte e leppuer sore ou sys

his heirs the same cottage and acre and rood of land and 20 pence of rent, to be the right of the said Sir Hugh, to have and to hold for himself and his heirs for all time. And that since controversy had been between them about the ninth part of the vills of Lowther and Lowther Whale, the said Sir Walter concedes and grants the said ninth part to be the right of the said Sir Hugh and quitclaims for himself and his heirs to the said Sir Hugh and his heirs for all time the same ninth part with all its belongings in demesne and in service: Except one acre of land at Cotedike and a half acre of land in Aldredcroft by the stream, which my ancestors and I have held in full right and in the same boundaries, and except the two parts of the advowson of the church of Lowther: And that since the said Sir Walter claims the said Sir Hugh as his tenant in the lands and tenements in Lowther Whale which were those of Sir Alan de Cabergh and Henry de Wyteby the said Sir Hugh grants for himself and his heirs that they hold the afore-said lands and tenements of the said Sir Walter and his heirs by fealty and a red sparrow hawk or six pence yearly for all services. And for this recognition the said Sir Walter released for himself

deners par an, le jour de la nativete de Seint Joh. le Baptist. En temoignance de quele chos a cest endenture les partis enterchaungeablement unt mis lour seals. Ceaux sont les temoignes: Mouns. John de Derwentwater, Mouns. Roger de Brounolvishevid, Mouns. Gilbert de Lancastr, Mouns. John de Rossegil, Richard de Preston, Joh. de Ascenthwait, Hen de Querton, William de Bradeley. Done a Appilby le jour e lan avaunditez.

and his heirs to the said Sir Hugh and his heirs for all time all kinds of rents and services from the lands and tenements aforesaid except the fealty and the red sparrowhawk or sixpence yearly given on the day of the nativity of St. John the Baptist. In testimony of which the parties have interchangeably set their seals to this indenture. These are the witnesses: Sir John de Derwentwater, Sir Roger de Burneside, Sir Gilbert de Lancaster, Sir John de Rosgill, Richard de Preston, John de Astenhwait, Henry de Wharton, William de Bradeley. Given at Appleby the day and year aforesaid.

H.—FINAL CONCORD SETTLING WHALE ON HUGH (III.) AND MARGARET DE LOUTHER; 1333 (EXTRACT).

Hec est finalis concordia facta in curia domini regis apud Eboracum a die Sti Michaelis in quindecim dies anno regis Edwardi tertii a conquestu septimo . . . inter Willm. de Sandford querentem et Willm. de Whale deforciantem de manerio de Whale cum pertinentiis unde placitum conventionis fuit inter eos in eadem curia. Scilicet quod predictus Willus. de Whale recognoscit predictum manerium cum pertinentiis esse jus ipsius Willi. de Sandeford de quo idem Willus. habet duas partes predicti manerii cum pertinentiis de dono predicti

This is the final concord made in the court of the lord King at York at Michaelmas time in the seventh year of King Edward the third from the conquest: between William de Sandford petitioner and William de Whale deforciant, about the manor of Whale with its belongings, in the matter of which a plea for arrangement between them came into the same court. Be it known that the aforesaid William de Whale acknowledged the aforesaid manor with its belongings to be the right of the same William de Sandford, of which the said

Willi. de Whale. Et pro hac recognitione fine et concordia idem Wills. de Sandford concessit predicto Willo. de Whale predictas duas partes cum pertinentiis et illas ei reddidit in eadem curia Habendas et tenendas eidem Willo. de Whale de capitalibus dominis feodi illius per servitia que ad predictas partes pertinent tota vita ipsius Willi. de Whale. Et preterea idem Willus. de Sandford concessit pro se et heredibus suis quod tertia pars predicti manerii cum pertinentiis quam Johanna que fuit uxor Walteri de Whale tenuit in dotem de hereditate predicti Willi. de Sandford die quo hec concordia facta fuit et que post decessum ipsius Johanne ad predictum Willm. de Sandford et heredes suos debuit reverti post decessum ipsius Johanne, integre remaneat predicto Willo. de Whale tenenda simul cum predictis duabus partibus que ei per finem istum remanent tenenda de capitalibus dominis feodi illius per servitia que ad illas terras predictas pertinent tota vita ipsius Willi. de Whale et post decessum ipsius Willi. predictum manerium cum pertinentiis integre remanebit Hugoni de Louthre et Margarete uxori ejus et heredibus ipsius Hugonis tenenda de etc. in perpetuum.

William has two parts of the aforesaid manor with its belongings by gift of the aforesaid William de Whale. And for this acknowledgement, settlement and agreement the same William de Sandford granted to the said William de Whale the aforesaid two parts with their belongings, and gave them up to him in the same court, to be had and held by the same William of the chief lords of that fee by the services which pertain to the aforesaid parts, for the whole life of the same William de Whale. And moreover the same Willm. de Sandford granted for himself and his heirs that the third part of the aforesaid manor with its belongings, which Joan widow of Walter de Whale held in dower of the heredity of the aforesaid William de Sandford on the day when this agreement was made, and which after the decease of the said Joan should revert to the aforesaid William de Sandford and his heirs should remain in its entirety to the aforesaid William de Whale, to be held together with the aforesaid two parts which remain to him by this final concord to be held of the chief lords of the fee by the services which thereto belong for the whole life of the same William de Whale, and after the decease of the same William, the afore-

said manor with its belongings shall remain in its entirety to Hugh de Louthur and Margaret his wife and the heirs of the said Hugh, to be held* &c. for evermore.

I.—MARRIAGE AGREEMENT BETWEEN SIR PETER DE TILIOLL AND SIR HUGH (IV.) DE LOUTHER; JUNE 20, 1338.

Ces sunt les covenauantz entre Mons. Peres de Tilioll dune partie et Mons. Hugh de Louthre daultre partie, cest a savoir qe Hugh le fils ayne le dit M. Hugh espousera Mauld le file le dit Mons. Peres. Et le dit Mons. Hugh fra seure a les avaunt ditz Hugh le filz et Mauld vynt livrees de terre pour resounable esteut en soun maner de Neuton Reny a eaux et les heires mals de lours deux corps engendrez. Et si eaux devient sauns heir mal de leur corps engendre qe les tenements remaignent a M. Hugh le Peer pur tute sa vie et apres soun deces qe les tenementz remaignent a les heires du corps Hugh le filz engendre et puis outre solonk ceo que le chartre le Roy de licence plus plenement tesmoignera. Et ensement le dit Mons. Hugh fra tiel suerte com il pleira resounablement au dit Mons. Peres qe de tute le remenaunt de sa terre de son droyt de meyne et du droyt sa femme qe le dit Hugh le filz soit enheryte

These are the arrangements between Sir Peter de Tilioll of the one part, and Sir Hugh de Louthur of the other part: that is to say that Hugh the eldest son of the said Sir Hugh shall espouse Mauld the daughter of the said Sir Peter. And the said Sir Hugh shall make secure for the aforesaid Hugh the son and Mauld twenty pounds of revenue from land for reasonable estate in his manor of Newton Reigny, for them and the heirs male of their two bodies engendered. And if they should die without heirs male engendered of their bodies, that the tenements shall remain to Sir Hugh the father for the whole of his life and after his decease that the tenements shall remain for the heirs engendered of the body of Hugh the son and thenceforward according as the charter of licence of the King more fully will show. And accordingly the said Sir Hugh shall make security as it shall reasonably be agreeable to the

* This document does not imply in any way that William de Sandford held any rights in Whale except as interim feoffee, "feoffee to uses."

apres le deces soun peer avaunt dit en la fourme susdite forspris quintz livrees de terre qe ne soient du maner avaunt dit ne du maner de Louthre ne del heritage sa feme avaunt dite ceux le dit Mons. Hugh reserve en sa volunte a doner as ses aultres filz pur terme le lours vies : Saufaunt toutz jours les [reversions] meismes les quinz livrees de terre au dit Hugh le filz et as ses [heires] en la fourme avaunt dite ; pur quel doune graunt et mariage le dit Mons. Peres seste oblige a douner au dit Mons. Hugh ses heires ou ses assignetz centz livres desteringes a payer en mayne vyntz livres et a la fest le Saynt Martyn en hyver a ore proschein ensuyant dis livres et a la Pentecoyst a ore et adonques proschein ensuyant dis livres, et issint de an en an as mesmes les termes par meismes les porciouns tanqe les ditz cents livres soient playnement parpaiez. En seurte de quel payement le dit M. Peres seist oblige par une escrit obligatory au dit M. Hugh en deux centz livres. Et les avaunt ditz M. Peres et M. Hugh voillunt et grauntant qe sil pleise au dit M. Peres paier [et] par suffysaunt seurte a faire en mesme la fourme avaunt dite au dit M. Hugh ses heires ou sez assignetz a les termes avaunt ditz cynquantz mars per ouels porciones outre ces centz livres

said Sir Peter that from all the remainder of his land, that of his own right and that of his wife's, that the said Hugh the son shall inherit the remainder after the decease of his father aforesaid in the form aforesaid except five pounds of revenue of land, which will not be of the manor aforesaid nor of the manor of Lowther nor of the heritage of his wife aforesaid, which the said Sir Hugh reserves at his wish to give to his other sons for the term of their lives : Saving always the reversions themselves of the five pounds' revenues from land for the said Hugh the son and his heirs in the form aforesaid. For which donation, grant and marriage the said Sir Peter binds himself to give to the said Sir Hugh, his heirs or his assigns, one hundred pounds sterling ; to pay at once 20 pounds, and at the feast of St Martin in Winter next coming 10 pounds, and at Pentecost next ensuing and afterwards 10 pounds, and so on from year to year at the same terms by the same portions till the said 100 pounds shall be fully paid up. In assurance of which payment the said Sir Peter binds himself by a writing obligatory to the said Sir Hugh in 200 pounds. And the aforesaid Sir Peter and Sir Hugh will and grant that if it shall please

avaunt ditz qe le dit M. Hugh durra a les avaunt ditz Hugh le filz et Mauld en la fourme susdite quarraunt marchez de terre pour covenable esteut en le maner de Neuton avaunt dit. Et unqore sil pleise au dit M. Peres de paier en la fourme avaunt dite et as termes avaunt ditz au dit M. Hugh deux centz livres adonques le dit Mons. Hugh durra a les avaunt ditz Hugh le filz et Mauld en la forme avaunt dite le maner de Neuton entier od lez apurtenauntz a lesteute covenable de quarrant livres. Et sil ne mount a taunt le surplus aillours en lieu covenable. Et si issint soit qe le dite Mauld murge sauns issu entre lui et le dit Hugh le filz engendrez deintz les termes susditz adonques cessent tutes maners de paymentz avaunt ditz. Et les avaunt ditz Hugh le filz et Mauld ensemblement od leurs terres demeurent en le gard le dit Mons. Peres tanq a pleyn age le dit Hugh le filz. Et as tutes cestes choses leaument perfourmer en toutz poyntz chascun des ditz M. Peres et M. Hugh a aultre et a ses heires se oblige par ceste endenture en centz livres desterlinges a paier meynte [nant] apres le primer default trove en quy persone de eaux ces soit. Entestemoignance de quel chose a les pertiz de ceste endenture les pertiez avaunt ditz entrechaungeable-

the said Sir Peter to pay, and by sufficient security to make sure in the same form as aforesaid, to the said Sir Hugh, his heirs or his assigns at the terms aforesaid, 50 marcs by equal portions besides the 100 pounds aforesaid, that the said Sir Hugh shall give to the aforesaid Hugh the son and Mauld in the form abovesaid 40 marcs value from land for reasonable estate in the manor of Newton aforesaid. And yet again if it shall please the said Sir Peter to pay according to the form aforesaid and at the terms aforesaid to the said Sir Hugh 200 pounds, then the said Sir Hugh shall give to the aforesaid Hugh the son and Mauld in the form aforesaid the entire manor of Newton with its belongings for estate compatible with 40 pounds: And if it does not amount to as much, the remainder to be made up from elsewhere. And should it so happen that the said Mauld die having had no issue between her and the said Hugh the son within the terms abovesaid, then all manner of payments aforesaid shall cease. And the aforesaid Hugh the son and Mauld and likewise their lands shall remain in the custody of the said Sir Peter until the said Hugh the son attains his full majority. And that all these things shall be loyally done in all points, each of

ment ount mys lour seals.
Escrit a Kardoill le vyntisme
jour de Juyn lan du regne nostre
Seigneur le roy Edward tierce
puis le conquest duzisme.

them, the said Sir Peter and
Sir Hugh, binds himself and
his heirs by this indenture in
100 pounds sterling, to be paid
immediately after the first
default appears, in whichever
person it may be. In testi-
mony of which things the
parties aforesaid have inter-
changeably set their seals to
the parts of this indenture.
Written at Carlisle the 20th
day of June, the year of the
reign of our lord the King,
Edward the third after the
conquest, the twelfth.

K.—NEWTON REIGNY. ENTAIL; OCT. 21, 1338.

Omnibus Christi fidelibus
hoc scriptum visuris vel audi-
turis Nicholaus del Clos Capel-
lanus et Johannes Tannar de
Karliolo capellanus salutem
eternam in Domino. Noveri-
tis nos dedisse concessisse et
hoc presenti scripto nostro con-
firmasse Hugoni de Louthre filio
domini Hugonis de Louthre,
et Matilde uxori sue totum
manerium de Newton Reny
cum omnibus suis pertinentiis
quod habuimus ex dono et con-
cessione predicti Hugonis pat-
ris tenendum et habendum
totum predictum manerium
cum omnibus suis pertinentiis
predicto Hugoni filio et Ma-
tilde uxori ejus et heredibus
masculis de corporibus suis
legitime procreatis libere quiete
bene et in pace cum omnibus
libertatibus commoditatibus
aisiamentis dicto manerio per-

To all Christ's faithful who
shall see or hear this writing
Nicholas del Clos chaplain and
John Tannar of Carlisle chap-
lain everlasting health in the
Lord. Know ye that we have
given granted and by this our
present writing have confirmed
to Hugh de Louthre son of Sir
Hugh de Louthre and Matilda
his wife the whole manor of
Newton Reigny with all its
belongings which we had by
the gift and grant of the afore-
said Hugh the father, to be
held and possessed, the whole
aforesaid manor with all its
belongings, by the aforesaid
Hugh the son and Matilda his
wife and the heirs male legiti-
mately engendered of their
bodies, in undisturbed freehold
and security with all liberties,
advantages and easements be-
longing to the said manor, of

tinentibus de capitalibus dominis feodi illius per servitia inde debita et consueta. Et si contingat quod predicti Hugo et Matilda uxor sua sine herede masculo de corporibus suis exeunte obierint quod totum predictum manerium cum pertinentiis predicto domino Hugoni patri predicti Hugonis ad totam vitam suam remaneat. Et post decessum predicti Hugonis patris quod predictum manerium cum pertinentiis heredibus de corpore ipsius Hugonis filii remaneat. Et extunc si predictus Hugo filius obierit sine herede de corpore suo exeunte, quod totum predictum manerium cum pertinentiis Johanni de Louthre fratri predicti Hugonis filii et heredibus de corpore suo legitime procreatis remaneat. Et si contingat quod predictus Johannes sine herede de corpore suo exeunte obierit quod totum manerium predictum Roberto fratri predicti Johannis et heredibus suis de corpore suo legitime procreatis in forma predicta remaneat. Et si contingat quod predictus Robertus sine herede masculo &c. obierit quod totum predictum manerium Ricardo fratri predicti Roberti et heredibus suis &c. remaneat. Et si contingat quod predictus Ricardus obierit sine herede de corpore suo &c., extunc quod totum manerium predictum cum omnibus suis pertinentiis rectis

the chief lords of that fee by the services due and customary therefrom. And should it happen that the aforesaid Hugh and Matilda his wife die without heir male of their bodies, then the whole aforesaid manor with its belongings shall remain to the aforesaid Sir Hugh, father of the aforesaid Hugh, for the whole of his life. And after the decease of the aforesaid Hugh the father then the aforesaid manor with its belongings shall remain to the heirs of the body of the same Hugh the son. And further if the aforesaid Hugh the son should die without heir of his body that then the aforesaid manor with its belongings shall remain to John de Louthre, brother of the aforesaid Hugh the son, and the heirs legitimately engendered of his body. And should it happen that the aforesaid John die without heir of his body then the whole aforesaid manor shall remain to Robert, brother of the aforesaid John, and the heirs legitimately engendered of his body in the form aforesaid. And should it happen that the aforesaid Robert die without heir male &c. that then the whole aforesaid manor shall remain to Richard, brother of the aforesaid Robert, and the heirs &c. And should it happen that the aforesaid Richard die without heir of his body

heredibus prefati Hugonis filii remaneat in perpetuum. In cujus rei testimonium &c. Datum apud Karliolo die dominica proxima ante festum Sti Luce Evang. anno regni regis Edwardi tertii post conquestum duodecimo.

&c., then that the whole aforesaid manor with all its belongings shall remain to the right heirs of the aforesaid Hugh the son for evermore. Given at Carlisle on the Sunday next before the feast of St Luke the Evangelist in the 12th year of the reign of King Edward the third after the Conquest.

L.—AGREEMENT BETWEEN HUGH (IV.) DE LOUTHER AND HIS BROTHER ROBERT; SEPT. 18, 1364.

Cest endenture fait parentre Mons. Hugh de Louthre le filz dune parte et Robert de Louthre son frere dautre parte tesmoigne qe com debate estoit entre eux de ceo qe le dit Robert claime une annuele rent de cent livres a prendre dane en ane des manoirs de Louthre Louthre quale et Quale. Accorde est entre les dits parties en manner qe ensuyt. Cest assavoir qe le dit Mons. Hugh grauntera al dit Robert une annuele rent de diz marcs a prendre del manoir de Louthre pour tote la vie Mons. Hugh de Louthre le pere et auxi qe en cas qe dame Margaret mere les ditz M. Hugh le filz et Robert voderat accorder, le dit Mons. Hugh le filz fra seurte au dit Robert de la syte del manoir de Wythop ensemblement od le parke d'ycle et une autre parke appelle le Hegh parke dusz meses et demy od les terres et prees adgasauntz a ycestes en le manoir susdite,

This indenture made between Sir Hugh de Louthre the son of the one part and Robert de Louthre his brother of the other part bears witness that since there was controversy between them concerning this that the said Robert claimed a yearly rent of £100 to come from year to year from the manors of Lowther, Lowther Whale and Whale, it is agreed between the said parties in the manner which follows: that is to say that the said Sir Hugh shall grant to the said Robert a yearly rent of 10 marcs to come from the manor of Lowther for the whole life of Sir Hugh the father, and also that in case that dame Margaret the mother of the said Sir Hugh the son and Robert shall be willing to agree, the said Sir Hugh the son shall make secure to the said Robert the site of the manor of Wythop together with the park be-

trois acres de terre trois acres de pre, la moite de totes les wastes du dit manoir de Wythop et la moite du molyne de mesme le manoir od les appurtenances, a avoir al dite Robert pour terme de sa vie apres la mort les avanditz Mons. Hugh le pierre et dame Margaret. Pour queux accorde et graunt suditz le dit Robert relevera a dit M. Hugh le filz tote son droit en lannuele rent de cent livres avant dit et livra suys le fait de mesme lanuite au dit Mons. Hugh le filz auxi livra sus une obligation de sys centz livres [] au dit Mons. Hugh le pere fait au dit Robert et Johan son frere par le dit Mons. Hugh le pierre ou ferra une aquittaunce au dit Mons. Hugh le pier de mesme la dette. Et les parties susdites sont accordes que les choses susdit seront affermes et perfourmes auxi surement come lour conseil dune partie et dautre savera ordeigner, et si le conseille le dit Robert veut que le dit Robert ne poet estre seure des choses suditz sil ne soit par lanuite de cent livres avaunt dit ou pertie de icele qil sera fait come le conseil le dit Robert ordeignera resonablement, et les plees pendantz parentre le dit Mons. Hugh le filz et ses tennantz et le dit Robert en Commune Bank et aillours seront continues in lestate quilz soient a ore tanqe le

longing and another park called the Hegh parke, 12 messuages and a half with the lands and meads adjacent to them in the aforesaid manor, 3 acres of land and 3 acres of meadow, the moiety of all the wastes of the said manor of Wythop and the moiety of the mill of the same manor, with their belongings, for the said Robert to have for the term of his life after the death of the aforesaid Sir Hugh the father, and dame Margaret. For which agreement and grant aforesaid the said Robert shall release to Sir Hugh the son his whole right in the yearly rent of £100 aforesaid and besides releasing the same annuity to the said Sir Hugh the son, shall also release an obligation of £600 . . . to the said Sir Hugh the father made to the said Robert and John his brother by the said Sir Hugh the father, or else shall make an acquittance to the said Sir Hugh the father of the same debt. And the parties abovesaid are agreed that the matters abovesaid shall be affirmed and performed as securely as their counsel of the one party and the other shall see best to arrange, and if the counsel of the said Robert advises that the said Robert cannot be made secure about the matters abovesaid except by the annuity of £100 aforesaid or part of this, that this

choses susditz soient entierment affermes [Qu]ele chose sera fait [qil soit] perfourme devaunt le fest de Seynt Johan Baptiste proxeme avenir apres le date de cestes. As queux choses bien et leaumente perfourmer les avaunt ditz Mons. Hugh de Louthre le filz et Robert se obligent chescune a autre en cent livres a paier par celui en qi defaute sera trove in nule des poyntz susditz. En tesmoignaunce de queles choses les parties susditz a les parties de cest endenture entrechaungablement ont mys leur seals. Don a Penreth le mardie prochein devant le fest de Sent Matheu lapostele lan du regne le roi Eduard tierce apres le conquest trent septisme.

shall be done according as the counsel of the said Robert shall reasonably advise, and the pleas pending the said Sir Hugh the son and his tenants and the said Robert in the Court of Common Pleas and elsewhere shall remain in the stage which they have reached till the matters abovesaid are entirely affirmed. But at all events that settlement be made made before the Feast of St. John Baptist next to come after the date of these indentures. That these matters may well and faithfully be done the aforesaid Sir Hugh de Louthre the son and Robert bind themselves each to other in £100 to be paid by him in whom default shall be found in any of the points abovesaid. In testimony of which things the parties abovesaid have interchangeably set their seals to the parts of this indenture. Given at Penrith the Wednesday before the feast of St. Matthew the Apostle in the year of the reign of King Edward the third after the conquest, thirty seven.

Almost the same words but with "ove" and not "od" and different spelling, "Don a Sent Barnabas" the next year also, 1365.

M.—NEWTON REIGNY. ENTAIL; FRIDAY BEFORE S. LAURENCE, AUG. 9, 1412 (EXTRACT).

Sciant presentes et futuri quod nos Gwydo de Louthre vicarius ecclesie de Edenhall et Robertus de Elligill persona

Know those living and those to be that we Guy de Louthre vicar of the church of Edenhall and Robert de Ellegill

ecclesie de Ullesby dedimus concessimus et &c. confirmamus Hugoni de Louthre et Marie uxori sue scitum manerii de Newton Regny in Comitatu Cumbrie cum edificiis ibidem constructis cum certis terris arabilibus et pratis eisdem adjacentibus continentibus 55 acras et sex terre arabilis et 40 acras prati de domenicis nostris ac etiam medietatem molendini nostri aquatici dicti manerii cum multura et aliis proficuis et servitiis eidem medietati molendini pertinentibus, unacum uno cotagio juxta dictum molendinum quod Thomas Watson tenet (reddit. 2s.) Dedimus et concessimus etiam terram et tenementum que [tenet] Johes Roper junr (reddit. 7s.) terram et tenementum que Johes Roper senr. tenet (12s.), terram et tenementum que Robertus Forest tenet (6s.), unum tenementum quod Wills. Gibson tenet (6s.), unum cotagium, quod Agnes Twynham tenet (2s.), unum tenementum quod Johes Richemond tenet (6s.), unum tenementum et unum gardinium que Wills Watson tenet (6s. 6d.): habenda et tenenda prefatis Hugoni et Marie et heredibus masculis de corporibus eorundem legitime procreatis de capitalibus dominis feodi &c. &c. Et si contingat predictos Hugonem et Mariam sine herede masculo de corporibus suis procreato

rector of the church of Ousby have given granted and by this &c. confirm to Hugh de Louthre and Mary his wife the site of the manor of Newton Reigny in the County of Cumberland with the buildings there constructed and with certain plough lands and grass lands adjacent to them containing 55 acres and 6 of plough land and 40 acres of grass land of our demesne, and also the moiety of our water mill of the said manor with the multure dues and other profits and services belonging to the same moiety of the mill, together with one cottage close to the said mill which Thomas Watson holds (rent 2s.) We have given and granted also the land and tenement which John Roper the younger holds (rent 7s.), the land and tenement which John Roper the elder holds (rent 12s.), the land and tenement which Robert Forest holds (6s.), one tenement which William Gibson holds (6s.), one cottage which Agnes Twynham holds (2s.), one tenement which John Richemond holds (6s.), one tenement and one garden which William Watson holds (6s. 6d.): to be had and held, by the aforesaid Hugh and Mary and the heirs male of the bodies of the same legitimately engendered, of the chief lords of the fee &c. And should it happen that the aforesaid

obire, quod absit, quod tunc omnia &c. remaneant Roberto de Louthre militi patri Hugonis et heredibus masculis de corpore suo &c. Et si contingat predictum Robertum de Louthre sine herede masculo &c. remaneant rectis heredibus dicti Roberti &c.

Hugh and Mary die without male heir engendered &c. then all the &c. shall remain to Robert de Louthre, Kt., father of Hugh, and the heirs male of his body &c. And should it happen that the aforesaid Robert de Louthre die without heir male &c., then all &c. shall remain to the right heirs of the said Robert, &c.

N.—FINAL CONCORD; IN OCTABIS STI. HILARII, 8 HEN. VI., 1430 (EXTRACT).

Inter Thomam de Bampton capellanum et Robertum del Banc querentes et Robertum de Louthre militem et Margaretam uxorem ejus deforciantes de 24 messuagiis 200 acris terre 20 acris prati 12 acris bosci et 5 solidis redditus cum pertinentiis in Soulby Warthcop et Ormesheved unde &c. Scilicet quod predictus Robertus de Louthre et Margareta recognoverunt predicta tenementa esse jus illius Thome ut illa que idem Thomas et Robertus del Bank habent de dono predictorum Roberti et Margarete. Et illa remiservunt et quietclamaverunt de ipsis Roberto et Margareta et heredibus ipsius Margarete predictis Thome et Roberto &c. in perpetuum &c.

Et pro hac remissione quietclameo warranto fine et concordia iidem Thomas et Robertus &c. concesserunt predictis Roberto de Louthre et Margarete predicta tenementa

Between Thomas de Bampton, chaplain, and Robert del Banc, petitioners, and Robert de Louthre Kt. and Margaret his wife, deforciantes, about 24 messuages, 200 acres of land, 20 acres of meadow, 12 acres of woodland and 5s. rent with their belongings in Soulby, Warcop and Ormeshead, whence a plea &c. Be it known that the aforesaid Robert de Louthre and Margaret recognized the aforesaid tenements to be the right of this Thomas as those which the same Thomas and Robert del Bank had by gift of the aforesaid Robert and Margaret, and delivered them up and quitclaimed them from themselves and the heirs of the said Margaret for all time.

And for this remission and quitclaim, warrant, agreement and concord the same Thomas and Robert &c. granted to the aforesaid Robert de Louthre and Margaret the aforesaid

cum pertinentiis &c. habenda et tenenda eisdem Roberto et Margarete absque impetitione vasti de capitalibus dominis feodi per servitia pertinentia tota vita ipsorum Roberti et Margarete. Et post decessum ipsorum Roberti et Margarete 10 messuagia 80 acre terre 70 acre prati et dimid. et 6 acre bosci cum pertinentiis in predicta villa de Soulby integre remanebunt Galfrido filio predictorum Roberti et Margarete absque impetitione vasti tenenda de capitalibus dominis &c. tota vita ipsius Galfridi. Et post decessum ipsius Galfredi eadem tenementa cum pertinentiis integre remanebunt Thome fratri ejusdem Galfridi absque impetitione vasti &c. tota vita ipsius Thome fratris Galfridi. Et post decessum Thome fratris Galfridi eadem tenementa &c. remanebunt Johanni fratri ejusdem Thome fratris Galfridi absque impetitione vasti tenenda &c. tota vita Johannis. Et post decessum Johannis eadem &c. remanebunt &c. Roberto fratri ejusdem Johannis &c. tota vita ipsius Roberti. Et post decessum ipsius Roberti fratris Johannis dicta tenementa remanebunt rectis heredibus masculis dictorum Roberti et Margarete. Tenenda &c. Et si nullus heres masculus de corporibus Roberti et Margarete fuerit procreatus tunc eadem tene-

tenements with their belongings &c. to be had and held by the same Robert and Margaret, free from claims about waste, of the chief lords of the fee by the services belonging, for the whole life of themselves Robert and Margaret. And after the decease of them, Robert and Margaret, 10 messuages, 80 acres of land, 70 acres of meadow and a half, and 6 acres of woodland with their belongings in the aforesaid vill of Soulby shall remain to Geoffrey son of the aforesaid Robert and Margaret free from claims for waste to be held of the chief lords &c. for the whole life of the said Geoffrey. And after the decease of the said Geoffrey these same tenements with their belongings shall remain to Thomas, brother of the same Geoffrey, free from claim for waste &c. for the whole life of the said Thomas, brother of Geoffrey. And after the decease of Thomas brother of Geoffrey the same tenements &c. shall remain to John, brother of the same Thomas brother of Geoffrey, without claim for waste, to be held &c. the whole life of John. And after the decease of John the same &c. shall remain &c. to Robert, brother of the same John &c. for the whole life of the same Robert, and after the decease of the same Robert, brother of John, the said tenements

menta remanebunt heredibus ipsius Margarete de corpore suo procreatis. Tenenda &c. Et si nullus heres de corpore Margarete fuerit procreatus tunc tenementa illa remanebunt rectis heredibus ipsius Margarete habenda &c. Et 14 messuagia 120 acre terre et [] acre prati et dimidia 6 acre bosci et 5 solidi redditus residua cum pertinentiis in villis de Warthecop et Ormesheved integre remanebunt predicto Thome fratri Galfridi absque impetitione vasti &c. tota vita ipsius Thome. Et post decessum ipsius Thome fratris Galfridi &c. remanebunt &c. predicto Johanni absque &c. tota vita ipsius Johannis. Et post decessum ipsius Johannis &c. remanebunt predicto Roberto fratri ejusdem Johannis &c. absque &c. Et post decessum ipsius Roberti &c. remanebunt predicto Galfrido absque &c. Et post decessum ipsius Galfridi, heredibus masculis Roberti et Margarete &c. Et si nullus heres masculus &c. remanebunt &c. heredibus de corpore ipsius Margarete &c. Et si nullus heres de corpore Margarete &c. rectis heredibus Margarete &c. in perpetuum.

shall remain to the right male heirs of the said Robert and Margaret. To be held &c. And if no male heir of the bodies of Robert and Margaret shall be engendered they shall remain to the heirs of the same Margaret produced of her body. To be held &c. And if no heir of the body of Margaret shall be produced then these tenements shall remain to the right heirs of the same Margaret to be held &c. And 14 messuages, 120 acres of land and [] acres of meadow and a half, 6 acres of woodland and 5s. of rent remaining with their belongings in the villis of Warcop and Ormeshead shall remain in entirety to the aforesaid Thomas, brother of Geoffrey, free from claim for waste &c. for the whole life of the said Thomas. And after the decease of the said Thomas brother of Geoffrey &c. shall remain to the aforesaid John free from &c. for the whole life of John. And after the decease of the same John &c. shall remain to the aforesaid Robert brother of the same John &c. free from &c. And after the decease of the said Robert &c. shall remain to the aforesaid Geoffrey free from &c. and after the decease of the same Geoffrey &c. shall remain to the heirs male of Robert and Margaret. And, failing these &c. to the heirs

of the body of the same Margaret &c. and if there be no heir of the body of Margaret &c., to the right heirs of Margaret for ever.

O.—WILL OF SIR ROBERT DE LOUTHER; 1430.

In Dei nomine Amen. Probatum fuit coram nobis Thoma de Barnby, priore ecclesie Cathedralis beate Marie Carloli reverendissimi in Christo patris et domini Johannis D.G. Eboraci Archiepiscopi Anglie primat. &c. 20 die mensis Aprilis A.D. 1430, quod Robertus de Lothre miles condidit testamentum suum nuncupatum 17^o die Martis A.D. 1429 in hunc modum:—In primis legavit animam suam Deo et B. Marie et omnibus Sanctis corpusque suum ad sepeliendum in choro Sti. Johannis de Lothre cum meliore averio suo nomine mortuarii jure salvo ecclesie sue parochie de Dalston. Item legavit Hugoni filio suo 20*l*. Item Willelmo filio suo 20*l*. Item legavit 100 marcas ad celebranda dominica pro anima Willelmi de Strikland nuper episcopi Karli. et pro anima sua in ecclesia de Lothre et capella situata infra cimeterium ecclesie beate Marie Karliol: ita quod predictus capellanus divina celebrans in dicta capella capiat per annum 4 marcas, et capellanus divina celebrans in ecclesia de Lothre

In the name of God Amen. It was proved before us Thomas de Barnby, prior of the Cathedral church of St. Mary of Carlisle, commissary of the most reverend father and lord Archbishop of York, primate of England &c., on the 20th day of April, 1430, that Robert de Louthre Kt. made his nuncupative will on the 17th of March 1429* as follows. To begin with he bequeathed his soul to God and the Blessed Mary and all the Saints, and his body to be buried in the choir of St. John of Lowther, with (the offering of) his best beast in the name of mortuary gift, saving the right of the church of his parish of Dalston. Also he bequeathed to his son Hugh *£*20. Also to his son William *£*20. Also he left 100 marks for celebrating services for the soul of William de Strickland, lately bishop of Carlisle, and for his own soul in the church of Lowther and in the chapel inside the burial ground of the church of the Blessed Mary of Carlisle: in such wise that the aforesaid chaplain celebrating (this) di-

* This in New Style is 1430; the will was made only about one month before the probate.

percipiat 8 marcas et dimid. Ita tamen quod omnino sit honestus. Item legavit 10 marcas inter pauperes distribuendas in die sepulture sue. Item cuilibet capellano interessanti obsequiis divinis die sepulture sue 12d. Item legavit Hugoni filio suo 8 boves et 20 vaccas de parco suo (?). Item legavit Margarete uxori sue unum gregem existentem in [custodia ?—] Wethyrhyrd. Item Hugoni filio suo 1 gregem in custodia Johis de Burton. Item legavit alios duos greges existentes in custodia Willi Alanson et Johis Burton junioris, Johanni Roberto Galfrido Thome filiis, et filiabus non maritatis inter eos dividendos per equales portiones. Item legavit Margarete filie Ricardi Rystwald 20 marcas. Item voluit quod servientes sui remunerentur secundum discretionem executorum suorum et legavit Johanni Bergett capellano 20s. Residuum bonorum suorum dedit et legavit executoribus suis ad disponendum pro anima sua in pios usus et pro animabus illorum omnium pro quibus tenebatur quoquo modo [] et precipue per discretionem Margarete uxoris sue. Et ad istud testamentum fideliter exequendum ordinavit et constituit executores suos Margaretam uxorem suam Thomam Delamore et Willelmum de Lothre. Hiis T. dno Johe Bargett Ro-

vine service in the said chapel shall receive 4 marks yearly and the chaplain celebrating (this) divine service in the church of Lowther shall receive 8 marks—always provided that he be of good character. Also he bequeathed 10 marks to be distributed amongst the poor on the day of his burial. Also he left for every chaplain taking share in the services on the day of his burial 12d. Also he bequeathed to his son Hugh 8 oxen and 20 cows from his park (?). Also he bequeathed to Margaret his wife one flock existing in the [care ?] of [? the] wethyrhyrd. Also to Hugh his son one flock in the care of John de Burton. Also he left two other flocks existing in the care of William Alanson and John Burton the younger, to John, Robert, Geoffrey and Thomas his sons and his unmarried daughters to be divided equally amongst themselves. Also he left to Margaret daughter of Richard Rystwald 20 marcs. Also he willed that his servants should be remunerated according to the discretion of his executors, and he bequeathed to John Bergett, chaplain, 20s. The rest of his goods he gave and bequeathed to his executors to be disposed for the good of his soul in religious uses and for the souls of all those for whom he was in any way

berto de Bank Thoma de Penruddock et al.

bound [] and particularly by the discretion of Margaret his wife. And that this testament should be faithfully fulfilled he ordained and appointed as his executors Margaret his wife, Thomas Delamore and William de Louthier. Witnesses: Sir John Bargett, Robert de Bank, Thomas de Penruddock and others.

P.—WILL OF DAME MARGARET DE LOUTHER; 1448.

In Dei nomine 3 Feb. A.D. 1448. Ego Margareta de Louthre compos mentis et sane memorie condo testamentum meum in hunc modum. Imprimis lego animam meam Deo et beate Marie et omnibus Sanctis corpusque meum ad sepeliendum in ecclesia beate Marie Karliolensis prope sepulcrum patris mei cum mortuario meo debito ecclesie parochie Sti. Michaelis de Dalston. Item lego in vigiliis cera oblationibus et omnibus aliis proficiendis die sepulture mee 10 marcas. Item lego Ecclesie Cathedrali beate Marie Karl. 5 marcas. Item Willo de Louthre filio meo 1 tenementum in Karliolo cum omnibus pertinentiis. Item predicto Willo omnia tenementa et terras cum pertinentiis in Baronia de Dalston. Item Roberto Galfrido et Thome filiis meis 1 gregem arietum et 1 gregem hoggasterum et 1 gregem ovium matric' existentem in custodia Johis Burton et Thome Olewante.

In the name of God, Feb. 3, 1448, I Margaret de Louthier, of sane mind and good memory, make my will in this form: First I bequeath my soul to God and the Blessed Mary and all the Saints, and my body to be buried in the church of the Blessed Mary of Carlisle by the grave of my father, together with the mortuary offering owed to my parish church of St. Michael of Dalston. Also I bequeath 10 marks for wax (candles) for vigils and offerings and all other requirements for the day of my burial. Also I leave to the Cathedral church of the Blessed Mary of Carlisle 5 marks. Also to my son William de Louthier one tenement in Carlisle with all its belongings. Also to the aforesaid William all (my) tenements and lands with their belongings in the Barony of Dalston. Also to Robert, Geoffrey and Thomas my sons 1 flock of rams and 1 herd of hoggets,

Item Margarete Restewald 20*l*.
 Item predicte Margarete 4 lectos. Item predicte Margarete 1 ollam eneam con. lagenar [] et 1 patellam. Item predicte Margarete 3 vaccas cum suis vitulis. Item domino Johanni Bargett pro decimis oblitis 2 marcas. Item Hugoni de Louthre seniori filio meo 1 ciphum argenti cum coopertorio habentem arma patris sui. Item Hugoni de Louthre juniori 13*s*. 4*d*. Item Willo de Louthyr filio Hugonis de Louthre 13*s*. 4*d*. Item Roberto de Louthre filio Hugonis de Louthre 13*s*. 4*d*. Item Ricardo de Louthyr 13*s*. 4*d*. Item Isabelle de Louthre 13*s*. 4*d*. Item Johanni Louthyr Capellano 10*l* et unam ollam argenteam. Item Emmote servienti mee [] lect. Item volo quod servientes et familiares remaneant secundum discretionem executorum meorum. Item collectoribus Sti. Joh. de Jerusal. 2 marcas. Item cuilibet capellano interessanti in exequiis meis die sepulture mee 12*d*. Item quatuor ordinibus fratrum viz. Penreth Appulby et duobus ordinibus Karliol 2 marcas inter se dividendas per equales portiones. Item domino Alexandro capellano meo 13*s*. 4*d*. Item Margarete de Wigton 4 vaccas cum suis vitulis. Item uni capellano honesto ad celebranda divina in ecclesia Cath. Karl. vel in Choquell (?) pro duobus annis

and one flock of sheep in lamb existing in the care of John Burton and Thomas Olewante. Also to Margaret Restewald *£*20. Also to the aforesaid Margaret 4 beds. Also to the aforesaid Margaret 1 brass vessel holding (gallons?) and one pan. Also to the aforesaid Margaret three cows with their calves. Also to Sir John Bargett for forgotten tithes 2 marks. Also to Hugh de Lowther senior my son one silver cup with a cover having his father's arms on it. Also to Hugh de Louthre junior 13*s*. 4*d*. Also to William de Louthre son of Hugh de Louthre 13*s*. 4*d*. Also to Robert de Louthre son of Hugh de Louthre 13*s*. 4*d*. Also to Richard de Louthre 13*s*. 4*d*. Also to Isabel de Louthre 13*d*. 4*d*. Also to John Louthre chaplain *£*10 and one silver vessel. Also to Emmota my servant (1 bed?). Also I will that my servants, household and other, shall stay on according to the discretion of my executors. Also for the brethren of St. John of Jerusalem 2 marks. Also for each chaplain taking part in the services of my funeral on the day of my burial 12*d*. Also for the four orders of friars, viz. at Penrith, Appleby and the two orders at Carlisle, 2 marcs to be divided amongst themselves in equal shares. Also to Sir Alexander my chaplain 13*s*.

duraturis pro anima mea pro anima patris mei et pro anima Roberti de Louthre et pro anima Johannis de Derwentwatre et pro animabus omnium fidelium defunctorum 16 marcas. Residuum vero omnium bonorum meorum non legatorum, debitis meis ad exequia plene persolutis, do et lego Roberto Galfrido et Thome filiis [meis]. Item Margarete de Wigton unum lectum. Dat. die et anno etc.

4d. Also to Margaret de Wigton 4 cows with their calves. Also for one chaplain of good repute for celebrating divine service in the Cathedral Church of Carlisle or in . . . for two years for my soul, for my father's soul, for the soul of Robert de Louther and for the soul of John de Derwentwater and for the souls of all the faithful dead, 16 marks. The remainder of all my goods not bequeathed after full discharge of what is owed at my funeral I give and bequeath to Robert, Geoffrey and Thomas my sons. Also I bequeath to Margaret de Wigton one bed. Given the day and year &c. abovesaid.

Proved in St. Cuthbert's, Carlisle, 25 July, 1449.

Q.—AGREEMENT FOR MARRIAGE OF HUGH OF LOUTHER AND MABELL LANCASTRE; 18 AUG. 1455.

This indenture made at Penreth the 18 day of Auguste the yher of the regne of Kyng Henri the sexte 34 by twyx Hugh of Louther elder squyer apon that one parte and William Lancastre of Hertsopp squyer apon that other partye berys wyttnes at the sayde parties er accordett and fully agrett in the maner and forme at efter folowys that es to saye that Hugh son of the forsayde Hugh sall wed and with the grace of God take to wyfe Mabell doghter of y^e sayde William Lancastre by fore the feste of Saynt Michel Arch: next comyng, and the sayde Hugh elder schall infeffe or ger infeffe the sayde Hugh his son and Mabell his wife in landes and tenements to y^e valowe of 20 marcs by zer out over all charge and re pryse with in 8 dayes efter the wedding had by twyx the sayde Hugh and Mabell, to have and to halde all the sayde lands and tenements to y^e saide Hugh and Mabell his wyfe and to ayres males of thayer two bodys lawfully begettyn. And that y^e saide William Lancastre shall infeffe or ger infeffe the forsaid Hugh zonger and Mabell his wyfe in lands and tenements to y^e valowe of 10 marcs by zer

out over all charge and reprise with in 8 dayes efter the weddyng had by twyx Hugh and Mabell &c: to have and to halde all y^e saide lands and tenements to y^e saide Hugh and Mabell his wyfe and to y^e ayreis of thayer two bodys lawfully begettyn. And if it happyn the said William to have any other yschewe lawfully be gettyn then y^e seide Mabell on lyfe efter his dessese, at then he schall trewly paye or ger to be payed to the saide Hugh of Louthier elder or to his executores 100*l* of mone. And if it happyn the said William to dee and have none other yschewe lawfully be gettyn bot y^e saide Mabell after his deth, at than y^e saide Hugh elder or his executores schall pay to y^e executores of y^e said William 100*l* of mone. And out ouer y^e the saide Hugh es agrett that he schall make none alienacion of nother lands nor tenements that til hym descendes by hys fader nor by hys moder in fee nor in fe taylle excepte the lands and tenements to the valowe of 40 marcs by zer to be made to certane persons for terme of lyffe. And also the said William es agreit that he schall nott make non alienacion of no lands nor tenements in fee nor in fe tayle that he hase in Stirkeland Ketill nor Dent nor Sedbergh except the lands of 10 marcs to be gevyn to y^e foresaide Hugh zonger and Mabill his wyfe. And as for the costage to be made the day of the weddyng the saide parties sall bere y^e charge evenly. And as for the coste to be made for a bill of dispensation it sall be made evynly at the coste of the saide parties. And that all theys articles and covants above reherset trewly to be fulfild and performed ayther partye bynd thaym till other by y^s indentur and er tharto bodely sworne.

R.—MARRIAGE AGREEMENT BETWEEN HUGH LOWTHER AND CRISTOFER LANCASTER; 1499.

Thys indenture maid att Penreth the 26 day of Auguste the zeer of the reigne of Kyng Henre the vijth the 15th betwix Hew Lowther Esquyer on y^t on partye and Cristofer Loncaster Esquire on y^t other partye wytnessyth that itt is agreyde and acordytt betwix the partyes aforesaid in maner and forme folowyng. Yatt is to say y^t Willm Loncaster son of the said Cristofer Loncaster shall wede and w^t the grace of Gode take to wyffe Elezabeth daghter of the said Hew Lowther betwix thys and the feste of Ester next folowyng the dat herof, and the said Cristofer shall enfeoff or cause to be infeoffyd the said Willm. Loncaster and Elezabeth in lands and tenaments to y^e zerly valew of 10 marks over all chargs and reprisys wⁱⁿ the contey of Westmerlande or Cumberlande to theym and to the heir mayle of y^r two bodyes

lawfully begottyn, for the whych maryage and feoffment so hade and don the said Hew Lowther shall pay or make to be payd to y^e said Cristofer Loncaster or hys assignes a hundreth marks of lawfull money of Ynglande in maner and forme folowyng : that is to say att the day of sealyng of the indentur 40 marks and at y^e day of sposage 10^l and att the feste of pentecost next after that 5 marks and att the feste of Sanct Martyne in Wynter next after yat 5 marks and so att y^e fest of penticost and Sanct Martyn so folowyng 5 marks to the hole summe of A hundreth marks be payd and fully contentt. Also itt is agreyd y^t the said Hew Lowther shall relese for hym and hys heirs to the said Cristofer Loncaster and hys heirs for evermore all such ryght tytyll and clayme as he has agans y^e said Cristofer in of and apon all such lands tenamentts rents and servyces w^t their appurtenances att the said Cristofer stands in full possession of the day of makyng herof yat is to say the lordeshype and maner of Sokebreyde Tyrrell w^t a place in Burebank, Over Hartesope and Nether Hartesope w^t the frey rentts of Sleygyll, Styrkeland Roger in Kendall w^t the frey rents w^t all the appurtenants and 7 nobylls in Banaisedayll, and the said Cristofer Loncaster shall relese and make wrytyng for hym and hys heirs for evermor to the forsaid Hew Lowther and dayme Mabell Louthier hys moder and to their heirs for ever all such ryght tytyll and clayme that he has in Dentt, Sedburgh, Banaisedaylle except 7 nobylls afor rehersyde, the Ladyforde and Fayrbanke w^t all y^r appurtenants. And y^e forsaid Cristofer Loncaster shall make a sufficyante a sover* and a lawfull astayte of all hys lands tenamentts rents and servyces w^t ther appurtenants to y^e said Willm Loncaster hys son and to the heir mayle of hys bodye lawfully begotten. Allways provydytt that the said Cristofer Loncaster shall occupye and enjoye all y^e forsaid lands tenamentts rentts and servyce w^t y^r appurtenants to hym duryng hys lyffe, thys astayte nott w^t standyng. Also itt is agreyd y^t the forsaid Hew and Cristofer shall relese ather to other all maner of accions sewts quarells demands detts jugementts reconysants executions except the summe of y^e hundreth marks y^t is tobe paid for y^e forsaid maryage to y^e said Cristofer. And att all thes relessys wrytyngs and astayte as is afor rehersyde to be maid be the advyse and concell of Robert Constabyll sergiand of the lawe and Umfrey Segysseyke and the forsaid parties or y^r concell to be att Durhame att y^e next Assyes after the dat herof to speke w^t y^e said Robert

* A sover = estover.

and Umfrey in thes premisses. Also it is agreyd y^t the foresaid Hew Lowther shall fynd y^e said Willm Loncaster and Elezabeth hys doghter and hys (servands) all horse meytt and mannys meytt att his coste and charge y^e fyrste zer next after y^e maryage had and don. And the said Cristofer Loncaster shall do to thaym in lyke wyse the next zer folowyng y^t, and the forsaid Hew Lowther and Cristofer Loncaster to sew for y^e licenc of y^e said maryage ather of theym of y^r awne coste and charge. Also itt is agreyd be the said Cristofer yat the said Hew shall pay 10 marks of y^e forsaid summe to the said Willm and Elezabeth, also itt is agreyde y^t y^e astayte of feoffment so maid as afor is rehersyde be nott prejudiciall to Ellenor Loncaster wyff of the said Cristofer duryng her lyff of such lands as is hyr feoffament, also if y^r be anythyng w^t in thes indenturs or obligations and condicions maid of the same yatt may be amendytt, itt to be amendytt at y^e syght of Robert Constabyll Umfray Seggysseyke Launcellott Threlkeld John Crakynthrope William Beaulieu and Anthony Crakynthrope. In wytness herof ather partye er bondyn to other be y^r severall obligations in a thousand ponde beryng y^e dat abovsaid and to thes indentures has sett to ther seales.

S.—MARRIAGE AGREEMENT BETWEEN SIR HUGH LOWTHER AND SIR THOMAS CURWEN; 1502.

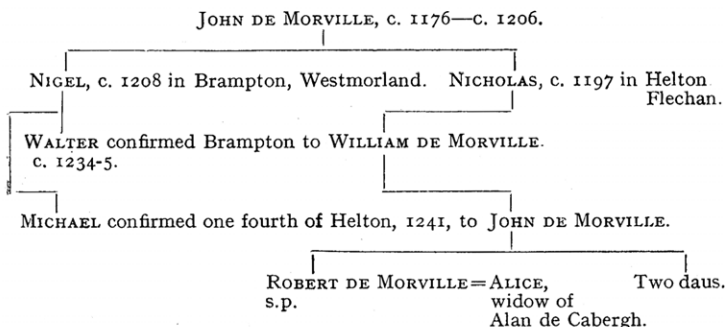
Thys indenture made at Kestwyk the 27 die of Januar in y^e zere of y^e reign of Kyng Henry y^e viiith y^e 17th by thwyx Sir Hugh Lowthre Knight, opon y^e one party and Sir Thomas Curwen of Wyrkyngton K^t opon the tother partye witnesses y^t y^e said parties ar agreyt and accouandyt in maner and forme as folowes: y^t is to say that John Lowthre son and heyre aperand to the said Sir Hugh Lowthre schall wed and w^t y^e grace of God take to wyffe Lucie doghter to the said Sr Thomas Curwen affore y^e fest of y^e nativitie of our Lord Gode next efter ye date heroff, if y^e licence ther to necessarie may be gyttyng at y^e costez of the parties equally borne affore y^e said die: also y^e said Hugh w^t in fourty dies next efter y^e espousels had and solemnyzit by thwyx y^e said John Lowthre and Lucie schall infeffe or make to be infeffyt y^e said John and Lucie and to y^e heyres of y^e said John body begottyn in lands and tenements to y^e yerly valew of twenty pond sterlyng over all chergez and reprisez w^t in y^e countez of Cumberland and Westmorland. Also y^e said Hugh schall no alienacion make of ony lands or tenements y^t he hays or may have in tyme to come by discent or ony other to hys use

so at y^e said John may efter y^e decesse of y^e said Sr Hugh inherite all y^e said lands and tenements at y^e said Sir Hugh hays or schall have by discent: for the whylke weddyng and feffement delyvering the said Sir Thomas Curwen schall pay or make to be paid to the said Sir Hugh Lowthre and hys assignys four hundreth and fourty marcs of lawfull Inglesse money in manner and forme as folowes: that is to say at y^e die of weddyng of y^e said John and Lucie a hundreth mercs styrlын and att y^e fest of y^e purification of our Lady or w^t in 6 dies next after yan for to come next folowyng 10*l* sterlyng and at y^e fest of Lammass callyt advincla yan next after or w^t in 6 dies next folowyng 10*l* sterlyng; And so furth zerey and termely to the some of y^e said four hundreth and fourty marcs be fully payt and content. Also y^e said Hugh grauntez y^t if y^e said Lucie decesse as God defend witowtyn issue beyng an lyve yat yan all such payments as er unpayt at yatt tyme, and y^e die of payment not comme, cesse and be no more asket ne payt. And for evere 10*l* of y^e four hundreth and fourty mercs y^e said Sir Thomas Curwen w^t sufficiant sourte w^t hym schalbe bondon by severall obligacion for payment of the same as is afforesaid, moreover ayther party shalhave y^e rewyll and governance of y^r awne childe in [iii] zerez next after y^e said espousals w^t y^e feffement eqally to be devydyt by thwyx the sad parties duryng y^e said iij zerez and yan y^e said John and Lucie entre and occupye y^e said feffement to y^r use and profett, and to bere y^r charge. And to all y^s conditions and covenands wele and trewly to be performyt and kepyt ayther partye binds yaym to other w^t sufficiand seuerte w^t yaym in fyve hundreth pondez sterlyng. In witness wheroff to y^e parties of y^s indenture ayther partye interchangably has set y^r seale. Gyffen, y^e die yere and place afforesaid.

NOTES TO THE PEDIGREE, AND NOTES IN CORRECTION OF
MATTERS IN FORMER PAPERS, AND EMENDATIONS REQUIRED
THROUGH LIGHT THROWN BY DOCUMENTS ONLY LATELY
DISCOVERED.

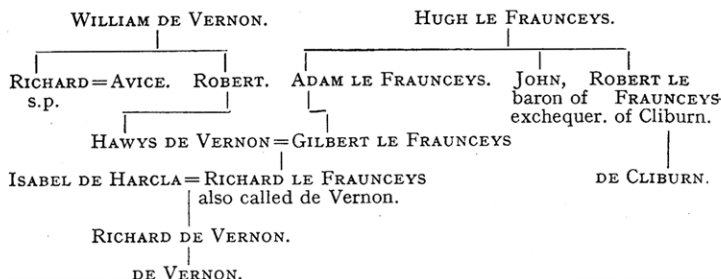
- 1—*Transactions*, n.s., viii., p. 301, line 4 from bottom, read *wife* for *grand-mother*; p. 316, read *Adam* de Haverington for *Alan*.
- 2—*Transactions*, n.s., xii., de Morville pedigree, facing p. 386. Idonea as wife of Robt. de Veteripont should be erased. The daughter Idonea was Isabel's daughter. The above are simple blunders.

- 3—*Transactions*, n.s., xii., de Morville pedigree also. A deed lately found shows that Michael de Morville was son of Nigel and grandson of John; and, taking into account Pipe Rolls, Westmorland, of 1176 and 1197, and Feet of Fines to John—1208—Nos. 32 and 33, and 26 Hen. III, No. 3, 1241, together with this deed and others, it looks as though the pedigree at that part should stand thus:—



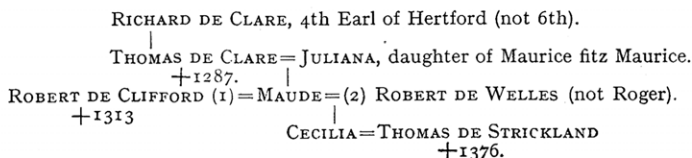
probably Walter was Michael's elder brother and s.p.

- 4—*Transactions*, n.s., x., p. 400. Gervase de Aincourt, as the investigation for the de Louthers pedigree reveals through Cumberland Assize Rolls, was grandfather, not father of Ralf de Aincourt who married Helena de Furness.
- 5—*Transactions*, n.s., x., p. 418. The trend of probability seems to be that a branch of the de Lancasters succeeded to part of Brampton by marriage with an heiress of de Morville and came into another part by marriage with a de Wessington later on.
- 6—*Transactions*, n.s., x., opposite p. 494. The early part of the de Lancaster pedigree stands on a secure foundation. Dr. James Wilson (*Register of S. Bees*, p. 61) is entirely wrong. William I. de Lancaster was son of Gilbert, son of Elftred. Ketel, son of Elftred (*Transactions*, ix., p. 237) is called avunculus, not avus, by William,—uncle, not grandfather. The charter is original and genuine which states this.
- 7—*Transactions*, n.s., xii., p. 393. Pedigree of le Fraunceys and de Vernon. A deed found this year shows that I was wrong in taking *consanguineus* in this instance in the sense in which it often occurs in mediæval documents, as equivalent to *avus*. The argument on p. 322 of that *Trans.* therefore falls to the ground, and John le Fraunceys was never married. The deed in question is dated 1 Aug. 1257, and is an agreement between John le Fraunceys and Richard de Vernon by which Richard de Vernon gives his niece Hawys, daughter of Robert de Vernon, in marriage to Gilbert, son of Adam le Fraunceys and nephew of John. John le Fraunceys endows Gilbert with land in Routhcliff or Meaburn for the dowry of Hawys, and Richard endows Hawys with Pitchcott in Bucks. She is called heir apparent of Richard de Vernon. Adam le Fraunceys was thus brother, presumably elder brother, of John. All difficulties in the case are not taken away by this deed but the chief are relieved and that portion of the pedigree should stand thus:—



8—A deed also lately discovered has the marriage agreement between Gilbert de Lancaster and Hugh de Louthre for Cristofer, son of Gilbert, and Joan, daughter of Hugh. This is dated 15 Dec. 1330, and confirms the tradition, thus doing away with the (?) in the de Lancaster pedigree. The arrangements made in the agreement show that Cristofer was still young as a widower.

9—As to the descent of Cecilia, wife of Thomas de Strickland, Kt., if she was daughter of Maude de Clare, Mr. Daniel Scott's authorities (*Stricklands of Sizergh*, p. 41) have somewhat misled him. The true descent as Inqq. p. mortem show must be this :—

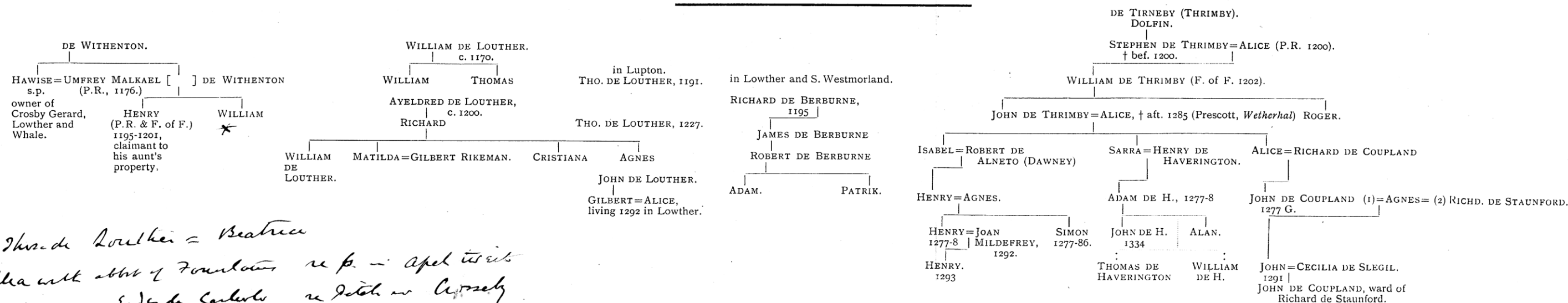


10—Justification of the Warthecopp and Threlkeld portions of the pedigree I hope I shall be able to give in later papers.

* Gilbert son of Milda de Louther
rel. in 1202 to Will. de Michelton
82 of 300 in Louther
York. Hist. p. 60

John de Louther of W. Westmorland returns to
alliance in 1217 R. Hist. Clam. i, 3746

Pedigree 1. Early possessors inter-related, but in what precise way no documents hitherto found show.



John de Louther = Beatrice
plea with abbot of Fontaines re p. in April 1232
Ends de Louther re p. in April 1232
Pat. R. 1232, p. 521

Thomas de Louther ap. justice at York
Pat. 1236, p. 162

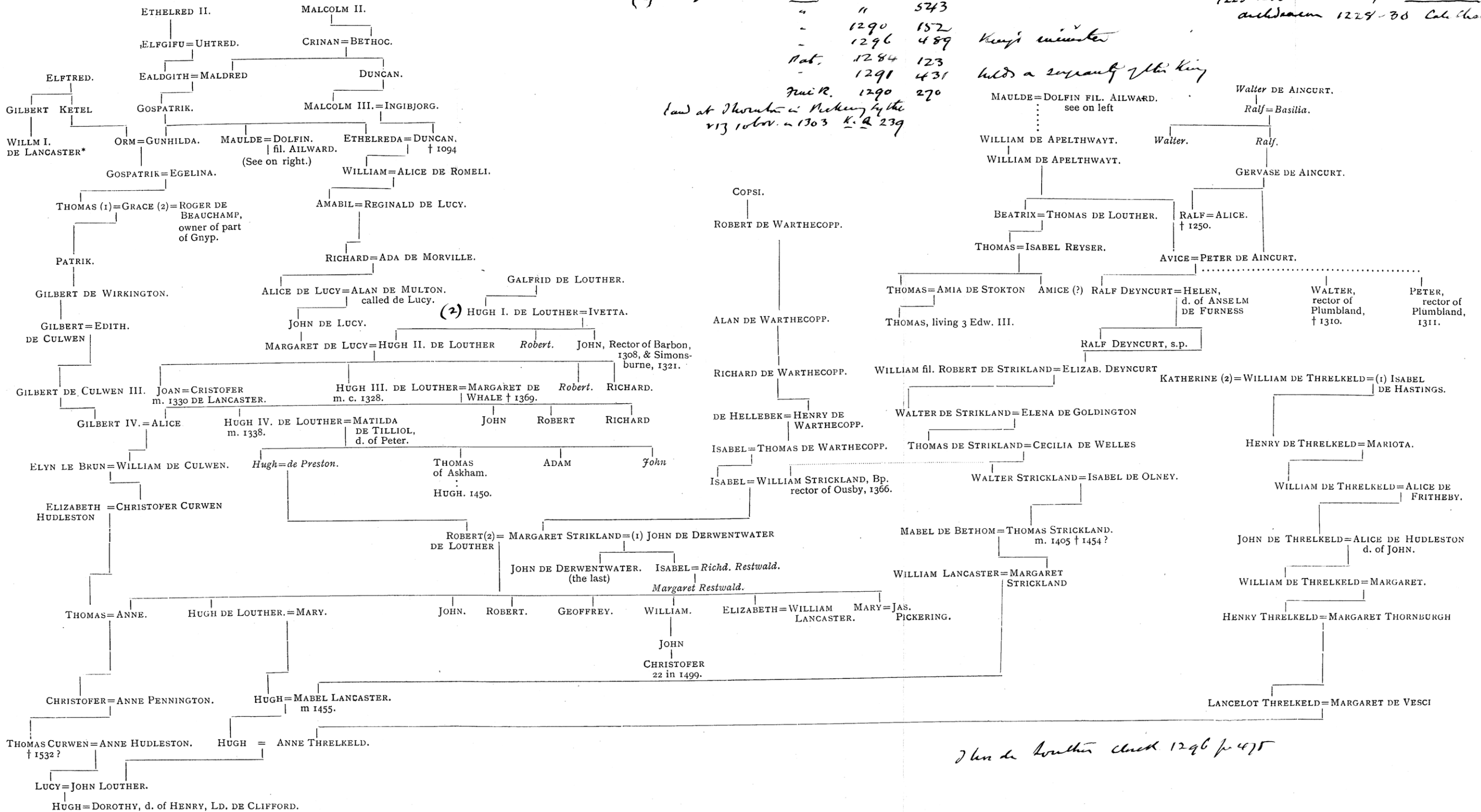
Dec. 1240-47 in return to Th. Fontaines Cl. 57-8

John de Louther Beatrice his wife 1259
Curant. Episcopus de R. Fin. ii, 700.

Henry de White of Louther 1289
Gen. de W. Pat. 1284, p. 123

TO FACE P. 168.

Pedigree 2. Family of Hugh, son of Geoffrey de Louthier, close connections and kindred.



The *Italics* denote probable relationship.

*WILLIAM I. DE LANCASTER was ancestor of CRISTOFER and of WILLIAM LANCASTER husband of MARGARET STRICKLAND.

TO FACE P. 168.