

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

BY W. H. HART, F.S.A.

[Continued from vol. vii., p. 217.]

1225

November 11-18. Westminster. Within the octave of S. Martin, 10 Henry III.

Between William de Dustune, *Plaintiff*, and Robert de Meleburne, Richard the Reeve, and Robert Balled, *Tenants*.

Release by Plaintiff, in consideration of a falcon and a sparrowhawk, to Tenant Robert de Meleburne, of a virgate of land in Meleburne; to Tenant Richard the Reeve, of a virgate of land in the same; and to Tenant Robert Balled, of a messuage in the same.

1226

Westminster. The morrow of the Purification of B. V. M., February 3. 10 Henry III.

Between Robert Maulovel of Ramton, *Plaintiff*, and Robert Maulovel of Restlavestune,* *Tenant*.

Grant by Plaintiff to Tenant, in tail, of a moiety of seven virgates of land in Restlavestune, with a capital messuage, and a moiety of all the wood; to wit, that moiety which doth lie on all sides towards the north, except the moiety of one oxgang of land held by Thomas Ckipel, which doth remain to Tenant, towards the south; and except half a virgate of land held by Michael Fitz Priest; and except half a virgate of land held by Roger the Reeve, which shall remain to Tenant in exchange for the service of Ralph Grim and his heirs which doth remain entirely to Plaintiff and his heirs; performing therefor the foreign service, as much as doth pertain to half a knight's fee. The aforesaid capital messuage, whether Tenant

* Probably Ravenstone.—ED.

dies with an heir of his body, or without, to revert to Plaintiff in fee. And in case of the death of Tenant without heir of his body, then all the land, with the capital messuage, to revert to Plaintiff in fee.

April 19—May 3. Westminster. Within 15 days of Easter, 10 Henry III.

Between Robert de Ackover, *Plaintiff*, and Liger de Dine and Agatha his wife, William de Stratton and Joan his wife by John de Dine, attorney of Agatha, and Walter de Stratton, attorney of Joan, [*Tenants*].

Grant by Plaintiff to Tenants of common of pasture in Attelawe,* to wit, in the wood of Rugge which is between Attelawe and Bradelegh, whereof Plaintiff complained that the same pasture was unjustly occupied by Tenants, except four islands which are upon Sculebroc,† in which Tenants will have no common; so that Tenants and all their men of Bradelegh may freely and quietly have common of herbage and pannage in the aforesaid wood, and their reasonable estovers, for building, and for burning, and for repairing hedges by the view of the Tenants' forester, although Plaintiff's forester may not be present. Saving to Plaintiff, and his heirs and their men of Attelawe, all their common in the same wood, in the same manner as aforesaid, by the view of Plaintiff's forester, although Tenant's forester may not be present. Grant, in consideration thereof, by Tenants to Plaintiff, of all the remainder of the wood of Rugge extending towards Fulwode within the metes underwritten, to wit, from the stream which is called Merebroc ascending by Uletlegh in Rigweye, and from Rigweye descending by the oak called Schutok as far as the stream descending near to Sculebroc under the mill of Attelawe; with full power to give and sell within the same metes, saving to Tenants common of pannage and herbage in the same wood, and in that land called Smeteholand, and in that land nearer to Wildemarefelde towards Attelawe; except the lands of Walter the Cook and Hugh de Attelawe within the same bounds, and in which Tenants ought to have no common; but so that Plaintiff or his heirs shall not be able to cut or assart the aforesaid wood.

April 19—May 17. Westminster. Within one month of Easter, 10 Henry III.

Between John, Prior of Reppendune, *Plaintiff*, and Nicholas de Wilingtone, *Deforciant*.

* The Okeovers (Ackover), of Okeover, Staffordshire, have held lands at Atlow from the 11th century.—ED.

† Probably the Schoobrook, one of the names of the small river in the Ashbourn Valley.

Grant, on a plea of warranty of charter, by Tenant, in consideration of 6 silver marks, to Plaintiff, in frankalmoigne, of 67a. 3r. of land and a messuage in Wilingtone, together with 11 acres of land and 5 acres of meadow, and with pasture for 10 beasts in the demesne pasture of Deforciant, quit of all secular service and exaction.

April 19—May 17. Westminster. Same date.

Between Nicholas, Prior of Tuttebir', *Plaintiff*, and Odinnell de Forde, whom Henry de Ryhel and Henry Fitz Ailtrop vouched to warranty, and who did warrant them, [*Tenants*].

Grant by Plaintiff to Odinnell de Forde, in fee, of the manor of Osemundestun,* at the yearly rent of 30s. sterling.

September 22. Nottingham. The morrow of S. Matthew, 10 Henry III.

Between Jordan de Tretune and Sibil his wife, *Plaintiffs*, and Simon, Abbot of Basingewerk, *Tenant*.

Release, on an assize of mort d'ancestor, by Plaintiffs, in consideration of 100s. sterling, to Tenant, and to his church of Basingewerk, in perpetuity, of the manors of Ludewurthe and of Arnwicroft; saving to Plaintiffs, and to Plaintiff Sibil, in fee, the watercourse of Ederhou descending to their mill at Rumeleg[h].

September 22. Same date.

Between Adam de Bradbyry and Alice his wife, and Robert le Archer and Agnes his wife, *Plaintiffs*, and Simon, Abbot of Basingewerk, *Tenant*.

Release, on an assize of mort d'ancestor, by Plaintiffs, in consideration of 5 silver marks, to Tenant, and to his church of Basingewerk, in perpetuity of 4 oxgangs of land in Duntinge.

September 22. Nottingham. Same date.

Between Gilbert Fitz Ranulph, *Plaintiff*, and Robert de Whitefeld, *Tenant*.

Release, on an assize of mort d'ancestor, by Plaintiff, in consideration of 2 silver marks, to Tenant, in fee, of 4 oxgangs of land in Whitefeld.

September 22. Nottingham. Same date.

Between Thomas Fitz Simon, *Plaintiff*, and Henry Fitz Sewal, *Tenant*.

Release, on an assize of mort d'ancestor, by Plaintiff, in consideration of 12s. sterling, to Tenant, in fee, of one oxgang of land in Schirle.

* Osmaston, near Derby.

September 22. Nottingham. Same date.
Between Henry, Abbot of Derleg[h], *Plaintiff*, and William Fitz Gregory, *Tenant*.

Grant by Plaintiff, to Tenant, for his life, of a messuage in Scardeclive, at the annual rent of 12d. at the feast of S. Giles, for all service; with reversion to Plaintiff, and to the church of Scardeclive in perpetuity; and acknowledgment by Tenant that the same is frankalmoign of the same church.

September 22. Nottingham. Same date.
Between Walter Fitz Laurence, *Plaintiff*, and William de Tideswelle, *Tenant*.

Release, on an assize of mort d'ancestor, by Plaintiff, to Tenant, in fee, of a mill in Wrmenhulle, and also of all the lands and tenements which belonged to Daniel the Butler; and grant, in consideration thereof, by Tenant to Plaintiff of 2½ oxgangs of land, and one curtilage, and one meadow in Dunintone, to wit, the oxgang held by William Harefot, the oxgang held by Robert Fitz Muriell, and the half oxgang held by Matilda the widow, and the curtilage lying between the chapel and the messuage of Henry Prudfot, and the meadow held by Osmund brother of the aforesaid Daniel, at the yearly rent of 12 pence for all service, saving foreign service.

September 22. Nottingham. Same date.
Between John de Gray, *Plaintiff*, and Walter de Dencurt, *Deforciant*.

Release, on an assize of last presentation, by Deforciant to Plaintiff, in fee, of the advowson of the church of Schirlund, concerning which Plaintiff complained that Deforciant impeded his presentation to the same church, alleging that the same church was a chapel pertaining to his church of Mortune.* Roger de Dencurt, the patron of Mortune church, was present in the same court, and confirmed the Fine, and joined in releasing the advowson of Schirlund church.

September 29—October 6. Nottingham. Within the octave of S. Michael, 10 Henry III.
Between William Bardulf, *Plaintiff*, and Oliver Saucheverel, *Tenant*.

Release, on an assize of mort d'ancestor, by Plaintiff to Tenant,

* There was a church at Morton at the time of the Domesday Survey, but the church of Shirland does not seem to have been built until the reign of John. Litigation with regard to the advowsons of these parishes has gone on without much intermission from the reign of Henry III. to that of Victoria.—ED.

in fee, of $1\frac{1}{2}$ acre of land in Ockebroc; and grant, in consideration thereof by Tenant that one rood of the same land shall lie divided between the land of Plaintiff at Eccebroc, and the land of Tenant at Hoppewelle.

September 29—October 6. Nottingham. Same date.

Between William de Sandeby, *Plaintiff*, and Richard de Sandiacre, *Tenant*.

Release, on an assize of mort d'ancestor, by Tenant, in consideration of $2\frac{1}{2}$ silver marks, to Plaintiff, in fee, of the third part of a mill in Sandiacre, in which there are 2 pairs of grinding stones, and 2 pairs of rotary stones, together with all the suit of grinding to the same third part pertaining, being the third part which Peter de Sandiacre, Tenant's father, had given in marriage to Petronilla, Plaintiff's mother; so that when it shall reach the fourth grade of relationship of the descendants of the same Petronilla, provision shall be made for performing the service therefor, according to law. And Tenant and his heirs will sustain all burdens and works of the aforesaid mill, and will find all things necessary for the support thereof.

September 29. October 6. Nottingham. Same date.

Between Robert de Otehill, *Plaintiff*, and Ralph de Caldwell and Pavia his wife, by the same Ralph her attorney, *Tenants*.

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

September 29—October 6. Nottingham. Same date.

Between Sibilla, widow of William Wyldy, *Plaintiff*, and William, Abbot of Chester, by Arnald de Estune, his attorney, *Tenant*.

Release, by Plaintiff, in consideration of 11 silver marks, to Tenant and to his church of Chester, in perpetuity, of the fourth part of the Manor of Smalleg [h].

September 29—October 6. Nottingham. Same date.

Between [the Abbot of Burton], *Plaintiff*, and Thomas Tuschet, *Tenant*.

Grant by Tenant, that 30 acres of land in Great Oure* should lie in common pasture for himself and his heirs and all his men of Macwrthe * * * to Plaintiff and his successors, in perpetuity, and to their men of Great Oure. Plaintiff and his successors, to be at liberty to assart 60 acres of land in Scortegrave

* Mickleover.—ED.

in that part of land * * * neither in Merewineswde, but the assarts made next Castelweie and in Brende, to lie uncultivated in common pasture between them for ever; so that Plaintiff and his successors may cultivate those 60 acres at his pleasure; saving * * * in those 60 acres, and likewise in the old assart after the corn shall have been carried; saving also to them their common throughout in Scortegrave for all kinds of cattle, as well goats and pigs as other cattle. Plaintiff and his successors to have free ingress and egress of the width of 4 perches to and from the pasture of Scortegrave, except the aforesaid 60 acres of land; and [free ingress] and egress of the width of 24 feet to the same pasture of Scortegrave; and grant by Plaintiff to Tenant, in fee, of common of pasture throughout the whole manor of Mac[wrthe and] Marchetone, except their goats which they could never have in the wood at Oure, called Merwineswde; and except their pigs which in time of pannage, viz., from Michaelmas to Martinmas, they could feed in the same wood. And likewise, Plaintiff and his successors and their men of Great Oure, to have their common throughout the whole in the manors of Macwrthe and of Marchetone for all kinds of cattle except goats; * * * except his pigs which in time of pannage, viz., from Michaelmas to Martinmas, will not enter the same woods.

September 29—October 6. Nottingham. Same date.

Between Peter de Brunintone, *Plaintiff*, and William Briwere, the younger, *Deforciant*.

Release, by Plaintiff to Tenant, in fee, of 2 acres of land in Tappetone, lying in Milneh * * * through the midst of which a certain stream (*gota*) of water doth run, containing $\frac{1}{2}$ an acre; concerning which Plaintiff complained that Deforciant had unjustly occupied them. Deforciant and his heirs not to construct any edifice or mill there; but to be at liberty to cultivate the same land, if they will, or to dig there at their pleasure, and thence to take, for the sustentation of their mill and mill pond at Neubaude (Newbold); and grant in consideration thereof, by Deforciant to Plaintiff of 2 marks rent out of the same mill, to be received yearly from the bailiff, miller, or farmer of Deforciant, who shall perform fealty to Plaintiff for the same. And William de Tappetone, who claimed a right in the same land and stream of water, was present in the same court and joined in the concord and release, in consideration of 28d. rents which Plaintiff released out of the rent arising out of his tenement in Tappetone; so that when Deforciant and his heirs are bound to render to Plaintiff and his heirs 7s. 10 $\frac{1}{2}$ d.

a year, they shall render besides only 5s. 6½d., saving to Plaintiff and his heirs the other services and customs owing to them by Deforciant and his heirs in respect of the aforesaid tenement.

September 29—October 13. Nottingham. Within 15 days of S. Michael, 10 Henry III.

Between Alice, daughter of Osmund, *Plaintiff*, and Iveta, widow of William de Lond[on], and Henry, Roger, and Philip, her sons, *Tenants*.

Release by Plaintiff, in consideration of 8s. sterling, to Tenants, in fee, of a messuage in Dereby.

September 29—October 13. Nottingham. Same date.

Between Ralph Fitz Simon and Mabel, his wife, *Plaintiffs*, and John de Heriz, *Tenant*.

Release, in consideration of a sparrow hawk, by Plaintiffs to Tenant, in fee, of the third part of the Manors of Winesfeude, Tibbeschelf, Gunavestune, and Widemarepole, being the dower of Plaintiff Mabel out of the free tenement of Ivo de Heriz, her former husband.

September 29—October 13. Nottingham. Same date.

Between Richard de Ednesoure, *Plaintiff*, and William de Stirstone and Joan his wife, *Tenants*.

Grant by Tenants to Plaintiff, in fee, (out of a moiety of the manors of Bradeleg[h] and Stirstone), of 14s. rents in the same manors, to wit, the homage and all the service of William Fitz Leising and his heirs out of two oxgangs of land in Bradeleg[h], to wit, ½ a mark a year for all service; and the homage and all the service of Stephen Harel and his heirs out of 14 acres of land in Stirstone, to wit 5s. a year for all service; and all the service of the tenement held by Thomas le Plumbere in Bradeleg[h], at the yearly rent of 8d. for all service. This fine was made in the presence of William Fitz Leising, Stephen Harel, and Thomas le Plumbere, who acknowledged that they owed the aforesaid services.

September 29—October 13. Nottingham. Same date.

Between Richard de Ednesoure, *Plaintiff*, and Ledger de Diva and Agatha his wife *Tenants*.

Grant by Tenants to Plaintiff in fee (out of the moiety of the manors of Bradelege and Stirstone), of 14s. rents in the same manors, to wit, the homage and all the service of Walter Fitz John and his heirs out of 14 acres of land in Bradeleg[h], to wit 7s. a year for all service; and the homage and all the service of William Hydeman and his heirs out of 3 acres of land in Stirstone, to wit, 2s. a year

for all service ; and the homage and all the service of William Fitz Leising and his heirs out of 6 acres of land in Bradeleg[h], to wit, 5s. a year, for all service ; at the yearly rent of 8d. for all service. This fine was made in the presence of the aforesaid Walter Fitz John, William Hyrdeman, and William Fitz Leising, who acknowledged that they owed the aforesaid services ; likewise in the presence and with the consent of Gunnilda, mother of William Fitz Leising, who acknowledged that she would render to Plaintiff in fee 5s. a year for her son as long as he shall retain that holding.

September 29—October 27. Leicester. Within one month of S. Michael, 10 Henry III.

Between William de Heriz, *Plaintiff*, and Robert le Sauvage, *Tenant*.

Release by Tenant to Plaintiff, in fee, (out of 200 acres of land in Willametorpe), of six score and 26 acres of land, and 50 acres of wood out of the wood pertaining to the same land, to wit, 31 acres of land, and 50 acres of wood within these metes and bounds underwritten ; to wit from Roda at Hek, stretching towards the valley to the south up to Karebec by the old ditch of Wellamesthorpe, and from Karebec up to Havekenestesike, and thence ascending to the cross upon Hoga, and from the same cross towards the north up to the cross which is upon the way of Roda, and from that cross in length to the aforesaid ditch ; and 51 acres of land lying between these bounds, to wit, as the ditch of Ralph brother of Alan the Smith extends to the ditch of Matthew the Smith, and so up to the ditch of William the Carter, and thence extending to the old ditch of Willamesthorpe ; and 44 acres of land lying within these bounds, to wit, from the land of Alan the Smith by the new ditch upon Heytelegh towards the north to the duct of Heytelegh ; at the yearly rent of 6 pence at the Feast of S. Martin for all service ; and release, in consideration thereof by Plaintiff to Tenant, in fee, of all his right and claim in the surplus of all the aforesaid land and wood to the same land pertaining ; Tenant receiving the homage of Plaintiff in the same court.

September 30. Nottingham. The morrow of S. Michael, 10 Henry III.

Between Richard Fitz Emma, *Plaintiff*, and Robert Beufay, *Tenant*.

Release, on an assize of mort d'ancestor, by Tenant, to Plaintiff, in fee, of an oxgang of land in Trusseleg[h], at the yearly rent of 6d.

September 30. Nottingham. Same date.

Between Richard, Abbot of Burton, *Plaintiff*, and Roger le Breton, *Deforciant*.

Grant by Plaintiff to Deforciant, in fee, and for their men at Rughediche, of common of pasture throughout the whole manor of Great Uure, for all manner of cattle, except their goats which they could never have in the wood at Uure called Merwynwode, and except their pigs, which in time of pannage, viz., from Michaelmas to Martinmas shall not enter the same wood, which pigs however, at other times throughout the whole year, shall be able to feed in the same wood. Grant also to Deforciant in fee, and to their men of Rughediche, of common for all kinds of cattle throughout the whole land of Little Uure after the decease of Philip Mart' and Ann his wife, except their goats and pigs as aforesaid. Grant also to Deforciant in fee of one [acre of land] in Basingerys near to Deforciant's culture at Rughediche. Grant by Deforciant, in consideration thereof, that Plaintiff and his successors may assart and cultivate at their pleasure 60 acres of land in Syortegrave, in that part which is next to the town of Uure, and not more, saving to deforciant and his heirs and their men of Rughediche their common there, after the corn shall have been carried, with free ingress and egress to the same pasture of Uure. Likewise Plaintiff and his successors to have free ingress and egress of the width of 4 perches to and from the pasture of Syortegrave towards the fields of Redburne. And Nicholas de Enoure* and his heirs to have free ingress and egress of the width of 24 feet to and from the same pasture next Wytesiche; saving to Deforciant in fee, and to his men their common everywhere in Syortegrave and in Brende for all manner of cattle, as well goats and pigs as other cattle.

September 30. Nottingham. Same date.

Between Richard, Abbot of Burton, *Plaintiff*, and Henry Tuschet and Basil his wife, Hugh Fitz Hugh, Herbert Snaw, Richard the Miller, Hugh Lupus, Robert Fitz Matthew, Elias de Kinnetone, Ralph de Benetleg[h], Peter Fitz Alduse, William Cusin, Matthew de Mora, Hugh Fitz William, Peter de Lehys, Robert Fitz Simon, Hugh Fitz Godwin, Ingeram the smith, Philip de Macwrde, Henry Fitz William, Thurstan de Macwrde, William Fitz Emelot, Robert Fitz William, Hugh his brother, Roger the cook, Thomas Fitz Margaret, Thomas Fitz Gocelin, Roger de Kinnetone, Robert Oysel, and Henry Fitz Richard, *Deforciant*s.

* Heanor.—Ed.

Grant by Plaintiff to Deforciant, in fee, and for their men at Macwrde and Marchetone, of common of pasture throughout the entire manor of Great Uure for all manner of cattle except their goats which they could never have in the wood of Uure, and except their pigs, which in time of pannage, viz., from Michaelmas to Martinmas shall not enter the same wood, which pigs however, at other times throughout the whole year, shall be able to feed in the same wood; and grant by deforciant, in consideration thereof, that Plaintiff and his successors may assart and cultivate, at their pleasure, 60 acres of land in Syortegrave, in that part which is next to the town of Uure, and not more; saving to Deforciant and their heirs their common there, after the corn shall have been carried; and saving also to the same their common everywhere in Syortegrave and in Brende, for all cattle, as well goats and pigs as other cattle. And likewise Plaintiff and his successors and their men of Uure to have their common in Macwrde and Marketone for all their own cattle. Plaintiff and his successors to have free ingress and egress of the width of 4 perches to and from the pasture of Syortegrave towards the fields of Redburne; and Nicholas de Eynoure and his heirs to have free ingress and egress of the width of 24 feet to and from the same pasture next Wytesiche. Plaintiff and his successors not to have liberty to cultivate or assart any further in the wood of Merwin.

September 30. Nottingham. Same date.

Between Nicholas Fitz Thorald, *Plaintiff*, and Ralph Fitz Alan and Felicia his wife, by the same Ralph her attorney, *Tenants*.

Release, on a recognizance of great assize, by Plaintiff to Tenants, and to Tenant Felicia, in fee, of one virgate of land in Meautone, at the yearly rent of 4 shillings for all service, saving foreign service.

September 30. Nottingham. Same date.

Between Robert de Harestain, *Plaintiff*, and William, Abbot of Wellebec, *Deforciant*.

Grant by Plaintiff to Deforciant, (out of common of pasture in Suttone, to wit that pasture between the river of Calehale and Polesbroc, whereof Plaintiff complained that Deforciant unjustly exacted common in the aforesaid pasture, so that Plaintiff had no common in the land belonging to Deforciant at Ducinantone, neither did Deforciant perform him any service in order that he should have the aforesaid common) of 20 acres of pasture out of the same pasture, by the perch of 20 feet; to wit those which lie near to the sheep fold of Deforciant towards the south, so that it shall be

lawful for Deforciant and his successors, out of the same pasture, to make and cultivate arable land or pasture at their pleasure : to hold to Deforciant in frankalmoign, free and quit of all secular service custom and exaction ; and grant, in consideration thereof, by Deforciant to Alan de Bruningtone and Isabella his wife, Geoffrey de Ewedale, Geoffrey Russel, Richard Fitz Henry, Laurence Fitz Robert, and Matthew his brother, and Hawise La Franceise in fee, of common in the aforesaid pasture, if it should be lying in pasture ; and if it should be under cultivation, then that each of them should be at liberty to cultivate according to his holding in the same town. This fine was made in the presence, and with the consent of William de Plesele, Reginald de Bedford, Henry Fitz Ranulph, and Stephen de Eggestowa, free men of Plaintiff at Harestain ; also of Alan de Bruningtone and Isabella his wife, Geoffrey de Ewedale, Geoffrey Russell, Richard Fitz Henry, Laurence Fitz Robert, and Matthew his brother, and Hawise La Franceise, free men of Deforciant at Ducinantone.

September 30. Nottingham. Same date.

Between Robert de Aldewerke, *Plaintiff*, and John de Birchoure, *Tenant*.

Grant by Plaintiff to Tenant for life, of the manor of Birchoure, at the service of one fourth part of a knight's fee, and all other services pertaining to Henry Fitz Sewal and his heirs, which services Tenant will perform to Plaintiff and his heirs, and also rendering yearly to Plaintiff and his heirs 4d. at Michaelmas for all service. In case Tenant shall have an heir of his body by his wedded wife, the moiety of the manor after his decease shall remain to that heir, to wit the moiety of all the demesne of the same manor, as it doth lie on all sides in the fields towards the west, and all that messuage held by Adam le Driver in exchange for the capital messuage of the same manor, and the homage and all the service of Henry Fitz Henry and his heirs of 3½ oxgangs of land ; and the homage and all the service of the heirs of Robert brother of the same John of the land of Blakemare ; and 4d. a year of the wood of Boccwde ; and all the wood which doth remain to that manor shall remain common between them so that neither Tenant nor Plaintiff or their heirs may commit waste ; to hold to the same heir of Tenant and to his heirs, performing therefor a moiety of the aforesaid service of the fourth part of a knight's fee, and rendering annually to Plaintiff and to his heirs 14d. ; when Tenant in his life time rendered only 4d., saving to Plaintiff and his heirs the aforesaid capital messuage which doth remain to him freely. Grant also

by Plaintiff that Henry, Tenant's son, and his heirs should have and hold 12 acres out of the same manor which he had from the gift of Tenant before this fine was made, with the messuage and meadow to the same messuage pertaining by the service of 12d. a year; and the other moiety of the same manor with its appurtenances in demesnes and rents, in homages and services of free men, together with the aforesaid capital messuage, after the decease of Tenant, if he shall have an heir of his body, shall revert to Plaintiff and his heirs freely. And in case of Tenant's death without heir of his body, then the same manor to revert to Plaintiff in fee.

October 19. Leicester. The morrow of St. Luke, 10 Henry III.

Between Roger de Dencurt, *Plaintiff*, and John de Heriz, *Tenant*.

Release, on an assize of mort d'ancestor, by Tenant to Plaintiff, in fee, (out of 72 acres of wood in Pillesleg[h]) of 60 acres of wood out of the same wood within these metes underwritten, to wit, from Stamlandesike up to the bounds of Stainesby in length and width, and from Hiringhulbroc up to Huringhul[le]; to hold as pertaining to his manor of Pillesleg[h]; and release, in consideration thereof, by Plaintiff to Tenant in fee of other 12 acres of wood of the remainder of the aforesaid 72 acres of wood, as in those which do pertain to the manor of the same John de Tibeschelfe lying without the aforesaid bounds.

1227.

February 25. Ilchester. The morrow of Ash Wednesday, 11 Henry III.

Between Master Henry de Bissopstone, *Plaintiff*, and Richard de Warneforde, whom John de Gray vouched to warranty, [*Deforciant*].

Grant by Deforciant to Plaintiff, in fee, of 6 oxgangs of land in Little Stratton, and 2 oxgangs of land in Forda, to wit, all the land held by Deforciant in the same villis; and grant in consideration thereof by Plaintiff that if he, or Lettice his sister should die without an heir of their bodies, then the land at Ford should revert to Deforciant in fee.

1228.

January 13-20. Westminster. Within the octaves of S. Hilary 12 Henry III.

Between Robert, Abbot of Rufford, *Plaintiff*, and Lancelin de Stokes and Avice his wife, *Deforciants*.

Release by Deforciants, on a plea of warranty of charter, to Plaintiff and his church of Rufford, in frankalmoign, of a moiety of the manor of Abbeneya, at that which Plaintiff hath of the gift of Matthew de Ponintone, grandfather of Deforciant Avice, whose heir

she is ; at the yearly rent of 3s. sterling at the feast of the Apostles SS. Peter and Paul for all service and exaction. And Plaintiff did receive Deforciant into all the benefits of his abbey for ever.

March 26—April 9. Westminster. Within 15 days of Easter, 12 Henry III. Between Julian de Thorpe and Mary his sister, *Plaintiffs*, and Robert, de Alvelea, *Tenant*. Release by Plaintiffs in consideration of 10 silver marks, to Tenant, in fee, of the manor of Lea.

1230.

January 13—Feb. 9. Westminster. Within one month of S. Hilary, 14 Henry III. Between Robert de Lexint[one],* *Plaintiff*, and William Briwere, *Deforciant*.

Release, on a plea of warranty of charter, by Deforciant to Plaintiff, in fee, of £10 rents to be received yearly at Brimontone, from Peter de Brimontone out of a rent of £20 which the same Peter did owe to Deforciant by the year for the tenements held by him of Deforciant in Whitintone and in Brimontone, at the yearly rent of one pound of cummin, or 2d. at Michaelmas at Cestrefeud for all service, custom, and exaction. Peter de Brimontone was present in the same court and did acknowledge that he owed the aforesaid rent of £20. Power for Plaintiff to distrain on the chattels of Peter de Brimontone at Whitintone and Brimontone in case of nonpayment of rent.

September 4—Nottingham. Wednesday after the Feast of S. Giles, 14 Henry III.

Between Emma, Prioress of Kingesmedwe,† *Plaintiff*, and Lancelin Fitz Lancelin and Avice his wife, *Deforciant*s.

Grant, on a plea of warranty of charter, by Deforciant to Plaintiff and her church of Kingesmedwe, in frankalmoign, of 13 acres of land and a messuage in Stok[es], and pasture for 300 sheep and their young for one year, and for 8 oxen and 6 cows and 30 goats and 20 pigs in the same vill. Plaintiff did take Deforciant and their heirs into all the benefits and prayers

* Robert de Lexinton was Dean of Lincoln. Chesterfield, with many other of the chief minsters of the county had been given by King John to the Deanery of Lincoln. Whittington and Brimington were two of the hamlets of the extensive manor of Chesterfield, of which William Briwere, who died in 1232, was lord.—ED.

† The Benedictine Nunnery of King's Mead, Derby, usually styled St. Mary de Pratis, was founded in 1160. The site is still known as Nun's Green.—ED.

which should thenceforth take place in the church of Kingesmedwe.

September 4—Nottingham. Same date.

Between Geoffrey Laparillur and Sigerith his wife, *Plaintiffs*, and Peter de Rolund, *Tenant*.

Release by Plaintiffs, in consideration of 20s. sterling to Tenant, in fee, of a moiety of two messuages, and 8s. rents, and 10 acres of land in Cestrefeud, and a moiety of 9 acres of land in Middeltone, and a moiety of 12 acres of land in Eyum, and a moiety of 9 acres of land in Ashford, and a moiety of 4 acres of land in Newehaghe.

September 4—Nottingham. Same date.

Between Nicholas, Prior of Tuttesbir[y], *Plaintiff*, and John Fitz Bartholomew and Emelin his wife, *Deforciant*s.

Release, on a plea of warranty of charter, by Deforciant, to Plaintiff, and to his church of Tuttesbir[y], in frankalmoign, of 4 oxgangs of land, and the third part of 2 oxgangs of land, and 3½d rents in Hatton. Plaintiff did take Deforciant and their heirs into all the benefits and prayers which thenceforth should take place in their church of Tuttesbir[y]. Grant also by Deforciant to Plaintiff and to his church of Tuttesbir[y], in frankalmoign, of all their right in all the lands and tenements held by Juliana widow of Walter de Muntgomery of them in Hattone, after the decease of the said Juliana.

November 11—25. Westminster. Within 15 days of S. Martin, 15 Henry III.

Between Ralph Grym, *Plaintiff*, and Robert de Suggenhulle and Petronilla his wife, *Deforciant*s.

Grant, on a plea of warranty of charter, by Deforciant, in consideration of 20s. sterling, to Plaintiff, in fee, of half a carucate of land in Swarchircote.*

And Henry son of Hawise de Dernelanstone doth put in his claim.

1231.

January 13—Feb. 3. Westminster. Within three weeks of S. Hilary, 15 Henry III.

Between Hugh de Lee and Alice his wife, *Plaintiffs*, and Roger Prior of Lentone, by Walter le Messagere his attorney, *Tenant*.

* Probably Swarkeston.

Release, by Plaintiffs, in consideration of 5 silver marks, to Tenant and to his church of Lentone, in perpetuity, of two parts of 25 acres of land in Blakewelle.

Nicholas son of Nicholas of Chelmerdone doth put in his claim.

March 23—April 6. Westminster. Within 15 days of Easter, 15 Henry III.

Between Reginald de Medery and Isolda his wife, by Bartholomew de Ho their attorney, *Plaintiffs*, and Eugenolf de Brankorde and Hawise his wife, by Geoffrey Monk, their attorney, *Deforcians*.

Grant, on a plea of warranty of charter, by Deforcians, in consideration of a sparrow hawk, to Plaintiffs, and to Plaintiff Isolda, in fee, of four oxgangs of land in Codenoure, at the yearly rent of 1d. for all service.

September 29—October 27. Westminster. Within one month of S. Michael, 15 Henry III.

Between Idonea daughter of William son of Nigel de Shardelawe, by William le Cruir, her attorney and William de Neutone, by Henry de Saint Piers his attorney, *Plaintiffs*, and Robert Fitz Ede of Sherdelawe, *Tenant*.

Grant by Plaintiff Idonea to Tenant, in fee, of 4 oxgangs of land in Sherdel[awe] (Shardlow), at the yearly rent of 5s. for all service; and performing the foreign service pertaining to the same.

Plaintiff William de Neutone doth acknowledge that he hath elsewhere his portion to the value of a moiety of the aforesaid 4 oxgangs of land and service.

1232.

January 13-20—Westminster. Within the octaves of S. Hilary, 16 Henry III.

Between Roger de Maresey, *Plaintiff*, and William Pedleure, *Tenant*.

Release by Plaintiff, in consideration of a silver mark, to Tenant, in fee, of 2 oxgangs of land in Kinetone (Kniveton).

June 7—Nottingham. The morrow of the Holy Trinity, 16 Henry III.

Between Arnald le Brun, *Plaintiff*, and William Fitz William, *Tenant*.

Grant, on a plea of mort d' ancestor, by Tenant, in consideration of half a silver mark to Plaintiff in fee, of an oxgang of land in Heyelawe; at the yearly rent of 6d. for all service save foreign service.

June 7—Nottingham. The morrow of the Holy Trinity, 16 Henry III.

Between Robert the Dean, of Scropton, *Plaintiff*, and Gilbert de Foston and Basil his wife, *Deforciant*s.

Grant, on a plea of warranty of charter, by *Deforciant*s, in consideration of 4s. to *Plaintiff*, in fee, of 9 acres of land in Foston, at the yearly rent of 1½d. for all service.

June 25. Nottingham. The morrow of S. John the Baptist, 16 Henry III.

Between Geoffrey de Akovere and Matilda his wife, *Plaintiffs*, and William de Mungly, *Deforciant*, concerning reasonable bounds to be made between *Plaintiff*'s land in Snelistone, and *Deforciant*'s land in Cubbeleg[h].

Agreement that all such land within the metes and bounds underwritten towards the manor of Snelistone doth remain to *Plaintiffs* in fee, to wit, from Caldewelle by the watercourse descending next the wood of John Fitz Herbert to Stenriforde, and from Stenriforde to Ashwodebroc, ascending to the trench which *Deforciant* caused to be made there, and by that trench to the cut oak which is the bound between *Plaintiffs* and *Deforciant*, and from that oak by the trench which is begun to be dug up to Holiwellesiche, and from Holiwellesiche by the trench ascending near Wyndioc, and from Wyndioc by the trench up to Holdeyclonhevede, so that *Plaintiffs* and their heirs may assart and inclose at their pleasure 30 acres of land measured by the perch of 20 feet within the same bounds concerning which there was contention between *Plaintiffs* and *Deforciant*, without any common which *Deforciant* or his heirs could have in the same 30 acres; saving however to *Deforciant* and his heirs and to their men of Cubbeleg[h] their common of pasture throughout the whole manor of Snelestone outside the meadow which had a close on the day when this agreement was made. And saving to *Deforciant* and his heirs and to their men of Cubbeleg[h] the pigs of their own feeding of Cubbeleg[h], quit of pannage in the woods of Snelestone outside the inclosed park of Snelestone on the day when this agreement was made, without agistment. And if it should happen that the aforesaid 30 acres of land should lie uncultivated or not inclosed; then, as long as they shall so lie, *Deforciant* and his heirs and their men shall have their common there; and all the land on the other side of the said bounds which is towards Cubbeleg[h] shall remain to them quit, in fee; with power to assart and inclose the same at their pleasure, saving to *Plaintiffs* and their heirs and their men of Snelestone their common of pasture everywhere in the manor of Cubbeleg[h] outside the inclosed park of Cubbeleg[h] on the day when this agreement was

made ; and saving also their pigs of their own feeding of Snelestone, quit of pannage in the woods of Cubbeleg[h] outside the inclosed park on the day when this agreement was made, without agistment. And if it should happen that that part of land, which doth lie on the other side of those bounds towards Cubbeleg[h], concerning which there was contention between them, and which doth remain to Deforciant and his heirs, shall lie uncultivated or not inclosed, then Plaintiffs and their heirs and their men of Snelestone shall have their common as long as it shall so long lie.

- July 26. Cambridge. The morrow of S. James 16 Henry III.
Between Laurence, Abbot of Birton, by William de Esseburne his attorney, *Plaintiff*, and Philip de Roffa whom Robert Fitz Robert did vouch to warranty, *Deforciant*.
Release by Deforciant, in consideration of 2 silver marks, to Plaintiff and to his successors, and to their church of Birton, in perpetuity, of a virgate of land in Wynnessulle.

1234.

- June 18—July 2. Westminster. Within 15 days of the Holy Trinity, 18 Henry III.
Between Richard de Helcrambe and Margery his wife, *Plaintiffs*, and Nicholas de Wilingtone, whom Laurence, Abbot of Burton, did vouch to warranty, and who did warrant him, [*Deforciant*].
Release by Plaintiffs, in consideration of 10 silver marks, to Deforciant, in fee, of 4 oxgangs of land in Finderne ; and grant, in consideration thereof, by Deforciant, that Plaintiffs should have and hold all the land which they previously held of Deforciant in Wilingtone ; rendering therefor yearly one pair of white gloves, or $\frac{1}{2}$ d., at Easter, (whereas they formerly used to render 2s. 8d.) for all service, saving foreign service.

1235. Cambridge. Within the octave of the Holy Trinity, 19 Henry
June 3—10. III.
Between Robert de Lexintone, *Plaintiff*, and William de Glamorgan, *Deforciant*.

Grant, on a plea of warranty of charter, by Deforciant, in consideration of a sparrow-hawk, to Plaintiff, in fee, of the third part of a moiety of the manor of Scartheclive, and the third part of the park of the same vill, and whatever pertained to Deforciant of the homage and service of the heir of Robert son of William of Alferton, concerning the tenement which he held of Brian de Lisle in Blakwelle, and whatever pertained to him of the homage and service of

John de Eyncort and his heirs concerning the tenement which he held of the aforesaid Bryan in Assoure* ; to hold either of Deforciant and his heirs, or of the chief lords of the fee ; whichever he willed ; performing therefor the foreign service, for all service and exaction.

Sept. 9. Nottingham. The morrow of the Nativity of B. V. M. 19 Henry III.

Between Geoffrey Le Parrillur and Sigerid his wife, *Plaintiffs*, and William de Vernun, by Richard de Heriz, his attorney, *Tenant*.

Release, on an assize of mort d'ancestor, by Plaintiffs, in consideration of 2 silver marks, to Tenant, in fee, of the third part of the manor of Neuhage.†

1236.

Sept. 29. Nottingham. Michaelmas Day, 20 Henry III.

Between Ralph de Freschenville, *Plaintiff*, and William de Wakebrige, *Tenant*.

Grant by Plaintiff, in consideration of a silver mark, to Tenant, in fee, of 2 oxgangs of land in Patertone, at the yearly rent of 12d. sterling, and performing the foreign service as much as doth pertain to that land, for all service and exaction.

Sept. 29. Nottingham. Same date.

Between Henry le Ratur, *Plaintiff*, and Robert de Curcun and Agnes his wife, *Tenants*.

Release by Plaintiff, in consideration of a silver mark, to Tenants, and to the heirs of Tenant Agnes, of a virgate of land in Catton.

Sept. 29. Nottingham. Same date.

Between William son of Richard of Bectone,‡ *Plaintiff*, and Ranulph of New Market, *Tenant*.

Grant by Tenant that Plaintiff and his heirs may have in a portion of his wood at Becton each year between Pentecost and the Nativity of S. John the Baptist, 6 cartloads of bush, with 4 oxen, and one cartload of underwood, with 4 oxen, by the view and delivery of Tenant's forester ; and release, in consideration thereof, by Plaintiff to Tenant, in fee, of all other estovers which he did exact from him of housebote and haybote in the aforesaid portion of Tenant's wood in Bectone.

Oct. 3. Nottingham. Friday next after S. Michael, 20 Henry III.

Between Henry of Carlisle, *Plaintiff*, and Robert Fitz John *Deforciant*.

* Ashover.—ED.

† Newhaven, between Buxton and Ashbourne.—ED.

‡ Beighton.—ED.

Grant, on a plea of warranty of charter, by Deforciant, in consideration of a silver mark, to Plaintiff, in fee, of 2 oxgangs, and 2 acres of land in Chadesdene (Plaintiff has the same of the gift of John de Halctone, Deforciant's father), at the yearly rent of 2s. 6d. sterling, (whereas formerly he was accustomed to render only 2s.,) for all service, saving foreign service.

- Oct. 4. Nottingham. Saturday next after S. Michael, 20 Henry III.
Between Reginald de Meldre and Isolda his wife, *Plaintiffs*, and Lancelin de Stokes and Avice his wife, *Deforciant*s.

Grant, on a plea of warranty of charter, by Deforciant, in consideration of 30 silver marks, to Plaintiffs for their lives, and after the decease of the longer liver, then to the heirs of such longer liver, in fee, of a messuage, and a moiety of the manor of Stoke, and the mill of the same vill at the yearly rent of 1 lb. of cummin, at the feast of S. Martin, for all service and exaction.

- Oct. 5. Nottingham. Sunday next after S. Michael, 20 Henry III.
Between William Fitz Ralph, *Plaintiff*, and Geoffrey de Tutessbury and Matilda his wife, *Tenants*.

Grant by Plaintiff to Tenants, and to Letitia and Mariota, daughters of Matilda, in tail, of a messuage in Derby; at the annual rent of 1 lb. of cummin, or 1½d. at Easter; and performing to the chief lords of the fee the services pertaining thereto, for all service and exaction; with remainder to Plaintiff in fee.

- Sept. 29—Oct. 6. Nottingham. Within the octave of S. Michael, 20 Henry III.

Between Henry Freman and Agnes his wife, *Plaintiffs*, and William de Kaudewelle, *Tenant*.

Release, on an assize of mort d'ancestor, by Plaintiffs, in consideration of 2 silver marks, to Tenant, in fee, of a virgate of land in Kandewelle.

- Sept. 29—Oct. 6. Nottingham. Same date.
Between Luke Fitz Swain, *Plaintiff*, and Fulcher de Hirtone; *Tenant*.

Release, on an assize of mort d'ancestor, by Plaintiff, in consideration of 20s. sterling, to Tenant, in fee, of an oxgang of land in Hirtone.*

- Sept. 29—Oct. 6. Nottingham. Same date.
Between Thomas of Derby and Ingerith his wife, and Thomas de Esseburne and Eda his wife, by the same Thomas

* Kirk Ireton.—ED.

de Dereby and Thomas de Esseburne, attorneys of the same, Ingerith and Eda, *Plaintiffs*, and Simon Fitz Walter and Ellen his wife, by the same Simon her attorney, *Tenants*.

Release, on an assize of mort d'ancestor, by Tenants, in consideration of 5s. sterling, to Plaintiffs, and to the heirs of Plaintiffs Ingerith and Eda, in fee, of one acre of meadow in Clifton.

Sept. 29—Oct. 6. Nottingham. Same date.

Between Ralph Fitz Elias and Matilda his wife, *Plaintiffs*, and Peter Fitz William, *Tenant*.

Release by Plaintiffs, in consideration of 15s. sterling, to Tenant, in fee, of 4 oxgangs of land in Wileue.

Sept. 29—Oct. 6. Nottingham. Same date.

Between Robert Le Foun, *Plaintiff*, and William de Campania, *Tenant*.

Grant by Plaintiff, in consideration of 7 silver marks, to Tenant, in fee, of 100 a. of land in Duffeld, at the yearly rent of 2 silver marks, for all service and exaction.

Sept. 29—Oct. 6. Nottingham. Same date.

Between Juliana daughter of Alan de Hausedeley, Agnes and Susanna, sisters of the same Juliana, *Plaintiffs*, and Jocelin de Harmere, *Tenant*.

Release, on an assize of mort d'ancestor, by Plaintiffs, in consideration of 20s. sterling, to Tenant, in fee, of an oxgang of land in Hullecote.

Sept. 29—Oct. 6. Nottingham. Same date.

Between Adam Le Clerc and Mabel his wife, Roger Fasinge and Millicent his wife, and Amice widow of Gerard the Smith, *Plaintiffs*, and Oliver de Ayncurt, *Tenant*.

Release, on an assize of mort d'ancestor, by Plaintiffs, in consideration of 20s. sterling, to Tenant, in fee, of 3 a. of meadow in Greswelle.

Sept. 29—Oct. 6. Nottingham. Same date.

Between Robert the Cook and Margery his wife, Robert Fitz Solomon, Edelina his wife, and Eleanor sister of Edelina, *Plaintiffs*, and Ralph Fitz-Ernisius of Chadesdene, *Tenant*.

Release, on an assize of mort d'ancestor, by Plaintiffs, in consideration of 2 silver marks, to Tenant, in fee, of 4 oxgangs, and 9 a. of land in Chadesdene.

Sept. 29—Oct. 6. Nottingham. Same date.

Between Richard de Sandiacre, *Plaintiff*, and William Fitz Joseph, whom Robert le Beye vouched to warranty, and who did warranty, him, [*Tenant*].

Grant by Plaintiff to Tenant, in fee, of 2 mills in Derby, at the yearly rent of a silver mark, and acquitting the same mills against the chief lords of the fee of all other services to the same mills pertaining, for all service and exaction. Plaintiff and his heirs to have the grinding of all the corn of his own house of Lotchirche at the aforesaid mills, quit of toll, for ever. This Fine was made in the presence of William Basset, who did release to Tenant, in fee, all his right and claim in the same mills.

Sept. 29—Oct. 6. Nottingham. Same date.

Between Robert Fitz Robert, *Plaintiff*, and Ralph Fitz Simon, *Tenant*.

Grant, on an assize of mort d'ancestor, by Tenant to Plaintiff, in fee, of a moiety of one oxgang of land, except 2 acres, in Clapwelle, viz. that moiety which doth lie on all sides in the fields of Estfelde, and Suthfelde, and Westfelde towards the south; to be holden of the chief lords of the fee* by the service to the same moiety pertaining, for all service and exaction, saving to Tenant in fee the toft and croft formerly held by Roger, the Dean, of Clapwelle.

Sept. 29—Oct. 6. Nottingham. Same date.

Between William Fitz Hugh of Etwelle, *Plaintiff*, and Adam Fitz Walter of Lintone, *Tenant*.

Grant, on an assize of mort d'ancestor, by Plaintiff to Tenant, in fee, of one out of 2 oxgangs of land in Etwelle, viz., that oxgang which lies on all sides in the field of Etwelle towards the south; at the yearly rent of 4s. sterling, and performing the foreign service pertaining to the same land, for all service and exaction.

And William de Bissopedene asserts his claim.

Sept. 29—Oct. 6. Nottingham. Same date.

Between Rametta, Prioress of S. Mary, Derby, *Plaintiff*, and Henry de Donistone and Eleanor his wife, and Robert de Stantone, † [*Tenants*], concerning the reasonable bounds to be made between Plaintiff's land at Tormundeleg[h], and Tenants' land, concerning which Plaintiff complained that Tenants attached 6 acres of Plaintiff's wood to their own fee, more than pertained to them.

Grant by Tenants to Plaintiff, in frankalmoign, of one acre of wood out of the aforesaid 6 acres, viz., that acre which doth lie

* This seems to be a foreshadowing of the statute of *Quia Emptores*, 18 Edw. I.—W. H. H.

† He is called subsequently in the Fine, Robert de Osolvestone, but there can be no doubt that the same person is intended.—W. H. H.

between Plaintiff's land, and Tenants' wood, quit of all secular service and exaction; and grant, in consideration thereof, by Plaintiff to Tenants, in fee, of all their right and claim in the surplus of the said 6 acres of wood.

Sept. 29—Oct. 6. Nottingham. Same date.

Between Thomas, Prior of Sempringham, *Plaintiff*, and Roger Brito, *Deforciant*, concerning common of pasture in Waletone, respecting which Plaintiff complained that Deforciant did not observe the agreement made between Robert Brito, Deforciant's father, and Richard, formerly Prior of Sempringham. Plaintiff's predecessor.

Grant by Deforciant that Plaintiff and his successors should have common in the aforesaid pasture in Waletone for 500 sheep, and 40 she-goats, 20 cows, 10 mares, and 10 sows, with their young of one year; and at the end of the year they should remove the young of the aforesaid animals if the number of the same animals should be complete; and if it should not be complete, then they shall remain in the same pasture until the number shall be complete. Grant also by the same to Plaintiff, in frankalmoign, together with the aforesaid animals, of sufficient pasture for two ploughs (*carucatas*) of oxen in the said pasture of Waltone, and in the pasture of Bramtone, and of Calehale, with free ingress and egress to the same pasture, and also 6 oxgangs of land previously held by Plaintiff in the territory of Waletone; at the yearly rent of 2s. sterling for all secular service and exaction; and release, in consideration thereof, by Plaintiff of all damages which he alleged he had suffered on account of the hindrance occasioned by Deforciant in respect of the same common of pasture. Grant also by Plaintiff that the park belonging to Deforciant at Waletone should remain inclosed, as it was in the time of Deforciant's father.

Sept. 29—Oct. 13. Nottingham. Within 15 days of S. Michael, 20 Henry III.

Between Avice, widow of Richard the Baker, *Plaintiff*, and Ralph Fitz Ralph, *Tenant*, concerning a virgate of land in Caldewelle, and between the same Avice, *Plaintiff*, and the same Ralph, whom William Fitz David did vouch to warranty, and who did warrant him, concerning a virgate, of land in the same vill, *Tenant*.

Grant by Tenant to Plaintiff, in fee, of the messuage formerly held by Walter Fitz Walter, and the oxgang near to the 2 oxgangs formerly held by the same Walter, at the yearly rent of 10d. sterling

for all service, saving foreign service ; and release, in consideration thereof, by Plaintiff to Tenant, in fee, of all her right in the surplus of all the aforesaid land.

Sept. 29—Oct. 13. Nottingham. Same date.

Between Roger Fitz Roger, *Plaintiff*, and Bertram de Verdun, whom Gregory de Engleby did vouch to warranty, and who did warrant him, *Tenant*.

Release, on an assize of mort d'ancestor, by Plaintiff, in consideration of 20s. sterling, to Tenant, in fee, of 2 oxgangs of land in Engleby.

Sept. 29—Oct. 13. Nottingham. Same date.

Between Ralph de la Dale, *Plaintiff*, and Roger Fitz Roger, *Tenant*.

Release, on an assize of mort d'ancestor, by Plaintiff, in consideration of half a silver mark, to Tenant, of 6 a. of land in Brimitone.

Sept. 29—Oct. 13. Nottingham. Same date.

Between Emma de Wakebrige, *Plaintiff*, and John de Camera, *Tenant*.

Grant by Plaintiff, in consideration of 20s. sterling, to Tenant, in fee, of 12 acres of land in Lindweye* ; at the yearly rent of 2s sterling, for all service and exaction.

Sept. 29—Oct. 13. Nottingham. Same date.

Between Robert de Brunelle, *Plaintiff*, and William de Stanle, *Deforciant*.

Grant, on a plea of warranty of charter, by Deforciant to Plaintiff, in fee, of 2 oxgangs of land in Trawelle ; and grant, in consideration thereof, by Plaintiff to Deforciant, in fee, of the toft in the same vill formerly held by Camel de Trowelle, at the yearly rent of a pair of white gloves at Easter, and performing the foreign service pertaining to the same, for all service and exaction.

Sept. 29—Oct. 13. Nottingham. Same date.

Between Emma daughter of Robert, *Plaintiff*, and Robert Witekinge, *Tenant*.

Release, on a recognizance of great assize, by Plaintiff, in consideration of a silver mark, to Tenant, in fee, of a messuage and 6 acres of land in Macwurthe.

* Lindhay, near Crich.—ED.

Sept. 29—Oct. 13. Nottingham. Same date.

Between Robert Fitz Ralph, *Plaintiff*, and Walter Prior of Wyrkeshope, whom Thomas de Wyrkeshope did vouch to warranty, and who did warrant him [*Tenant*].

Grant by Plaintiff to Tenant, and to his successors, and to his church of Wyrkeshope, in perpetuity, of 2 oxgangs of land in Shirebroc, at the yearly rent of 1 lb. of pepper, or 6d. at Christmas, and performing the foreign service pertaining to the same, for all service and exaction.

Sept. 29—Oct. 13. Nottingham. Same date.

Between John Fitz Walter, *Plaintiff*, and Robert Fitz Richard, *Tenant*.

Grant, on an assize of mort d'ancestor, by Plaintiff, in consideration of a silver mark, to Tenant, in fee, of an oxgang of land in Morleye, at the yearly rent of 2s. 7d. sterling, for all service and exaction.

Sept. 29—Oct. 13. Nottingham. Same date.

Between William, parson of Esseburne church, *Plaintiff*, and Edith widow of Ranulph de Mercintone, and Roger her son, *Deforciants*.

Grant by Plaintiff to Deforciants, for the life of Deforciant Edith, of 6½ a. of land, and 2 a. of meadow in Esseburne, at the yearly rent of 2s. sterling, for all service and exaction.

Sept. 29—Oct. 13. Nottingham. Same date.

Between the same, *Plaintiff*, and Ranulph de Fentone, *Deforciant*.

Grant by Plaintiff to Deforciant, for life, of 18 a. of land and 2 a. of meadow in Esseburne, at the yearly rent of 1d. for all service and exaction.

Sept. 29—Oct. 13. Nottingham. Same date.

Between the same, *Plaintiff*, and Henry de Cross, *Deforciant*.

Grant by Plaintiff to Deforciant, for life, of 3½ a. of land, and 3 a. of meadow in Esseburne, at the yearly rent of 12d. sterling for all service and exaction.

Sept. 29—Oct. 13. Nottingham. Same date.

Between the same, *Plaintiff*, and Luke de Donestaple and Lettice his wife, and William Fitz Roger of Esseburne, *Deforciants*.

Release by Deforciants to Plaintiff and his successors, parsons of Esseburne church, in perpetuity, of a toft, and 52 a. of land and 2 a. of meadow in Peverwiz,* and of 10½ a. of land in Esseburne.

* Parwich.—ED.

September 29—October 13. Nottingham. Same date.

Between William, parson of Esseburne church, *Plaintiff*, and Matilda de Retintone, *Deforciant*.

Release by Deforciant, in consideration of a silver mark, to Plaintiff, and to his successors, parsons of Esseburne Church, in perpetuity, of a toft, and a fourth part of a toft in Esseburne.

September 29—October 13. Nottingham. Same date.

Between Robert de Harestan, *Plaintiff*, and William de Suttone, *Deforciant*.

Grant and acknowledgment by Deforciant that he and his heirs would henceforth render every year to Plaintiff, in fee, 4 pairs of iron spurs, or 16d., at the feast of S. Martin, and 1 lb. of pepper, and 1 lb. of cummin at Christmas, for all service and exaction for the freehold held of him in Suttone and Pesele; and release, in consideration thereof, by Plaintiff to Deforciant of all arrears of the aforesaid service.

September 29—October 13. Nottingham. Same date.

Between Beatrice, daughter of Adam, *Plaintiff*, and Sigerith de Fernileg [h], *Tenant*.

Release by Plaintiff, in consideration of 2 silver marks, to Tenant, in fee, of a third part of a moiety of the manor of Dranefelde.

September 29—October 13. Nottingham. Same date.

Between Nicholas Fitz Adam, *Plaintiff*, and Henry Fitz Peter, of Bolton, whom John Fitz Yngenulf did vouch to warranty, and who did warrant him, [*Tenant*].

Grant, on a recognizance of great assize, by Tenant to Plaintiff, in fee, of a moiety of a messuage, and a moiety of 3 oxgangs of land in Etwelle, viz., that moiety of a messuage which is nearest to Plaintiff's house, and that moiety of land which lies on all sides in the fields of Etwelle, nearest to the land formerly held by the same Nicholas in the same vill; at the yearly rent of 12d. sterling for all service and exaction.

And Henry Tusket doth assert his claim for Basil his wife in 5s. rents.

September 29—October 20. Nottingham. Within three weeks of S. Michael, 20 Henry III.

Between Marsilius de Trowelle and Beatrice his wife, *Plaintiffs*, and Henry Fitz Piers, *Tenant*.

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

tion of 4 silver marks, to Tenant, in fee, of one oxgang, and the third part of one oxgang of land, in Amboldestone.

September 29—October 20. Nottingham. Same date.

Between Ralph de Halum, *Plaintiff*, and Master Hugh Le Scot, *Tenant*.

Release, on an assize of mort d'ancestor, by Plaintiff, in consideration of half a silver mark, to Tenant, in fee, of 2 acres of land in Ilkesdene.

October 13. Nottingham. Saturday next after the Feast of S. Dennis, 20 Henry III.

Between William Fitz Hugh, *Plaintiff*, and Richard, vicar of the church of Ettewelle, *Tenant*.

Release by Plaintiff, in consideration of 30s. sterling, to Tenant, in fee, of a messuage and 2 oxgangs of land in Ettewelle.

1237.

January 31. Westminster. Saturday next before the Purification B.V.M., 21 Henry III.

Between Alexander, Bishop of Coventry and Lichfield, *Plaintiff*, and Richard de Sandiacre, *Tenant*.

Grant by Tenant to Plaintiff, and to his successors, and to his church of Lichfield, in perpetuity, of the advowson of Sandiacre Church, and one rood of land in the same vill. And Plaintiff did receive Tenant and his heirs into all the benefits, and prayers thenceforth to arise in his church of Lichfield for ever.

June 14—21. Westminster. Within the octave of the Holy Trinity, 21 Henry III.

Between brother Robert de Saunforde, Master of the Temple in England, by Stephen de Ardene, his attorney, *Plaintiff*, and Ralph de Frecherville, *Deforciant*.

Grant, on a plea of warranty of charter, by Deforciant, in consideration of 100s. sterling, to Plaintiff and his successors, in frank-almoign, of a fourth part of a knight's fee in Sukthorne, and of a moiety of a fourth part of a knight's fee in Lee, Wetecroft, Holewey, and Wakbrige, to wit, all that fee held by Robert de Avel in the same vills; the same having been given by Hubert Fitz Ralph, Deforciant's grandfather; performing therefor the King's foreign service to wit, towards the scutage 40s. 15d. more or less, for all secular service.

June 14—21. Westminster. Same date.

Between Robert de Hascy and Lettice his wife, Alexander de Hulkerthorpe and Sarah his wife, by the same Alexander,

attorney of Robert, Lettice, and Sarah, *Plaintiffs*, and brother Robert de Saunford, Master of the Temple in England, *Deforciant*.

Grant, on a plea of warranty of charter, by Deforciant, in consideration of a sparrow hawk to Plaintiffs, and to the heirs of Lettice and Sarah, in fee, of a fourth part of a knight's fee in Shuckthorne, and of a moiety of a fourth part of a knight's fee in Lee, Whetecroft, Holewey, and Wakbrige, to wit, all that fee held by Robert de Avel in the same vills; at the yearly rent of 16s. sterling, and performing the king's foreign service, to wit, towards the scutage 40s. 15d., more or less (whereas previously they only rendered 3s.) for all service.

And be it known, that the charter which Plaintiffs had from Deforciant concerning the holding the aforesaid fee of Deforciant and his successors by the service of 3s. a year for all service is, by this fine, annulled.

November 11—18. Westminster. Within the octave of S. Martin, 22 Henry III.

Between Burga de Lymesye, *Plaintiff*, and Stephen Fitz Burga, *Deforciant*.

Grant by Deforciant to Thomas, Plaintiff's son, in fee, of 2 oxgangs of land (out of 5½ virgates of land) in Cotes, held by Edmund de Cotes, at the yearly rent of 1 lb. of pepper at Christmas for all service and exaction. Grant also by Deforciant to John, Plaintiff's son, in fee, of a toft, and 2 oxgangs of land (out of the same land), held by Andrew de Cotes, and the oxgang held by Thomas Fitz Aillin, at the yearly rent of 1 lb. of cummin at Michaelmas, for all service and exaction. Grant by Deforciant to Plaintiff for her life, of a yearly rent of 24s. sterling, at Cotes; and release, in consideration thereof, by Plaintiff to Deforciant, in fee, of all right and claim in the surplus of all the said land.

1238.

January 13—29. Westminster. Within 15 days of S. Hilary, 22 Henry III.

Between the Burgesses of Nottingham, by William Brien, their attorney, *Plaintiffs*, and Hugh Wake, *Deforciant*.

Grant by Deforciant, in consideration of 12½ silver marks, that Plaintiffs and their heirs, dwelling in the vill of Nottingham, at scot and lot, should be for ever free of all toll in Cestrefeud, and in the wapentake of Skerverdale, which Plaintiffs alleged that Deforciant unjustly took from them against the liberties possessed by them under charters of the kings of England.

February 2—9. Westminster. Within the octave of the Purification, 22 Henry III.

Between Reginald de Ybelund and Margaret his wife, *Plaintiffs*, and Robert de Esseburne, *Tenant*.

Grant by Plaintiffs, in consideration of £10 sterling¹ to Tenant, in fee, of the manor of Bradeburne, with the appurtenances, except the advowson of the church of the same vill, at the yearly rent of 5 silver marks, and acquitting the same manor against the chief lords of the fee of all services.

February 2—9. Westminster. Same date.

Between the same, *Plaintiffs*, and Richard, Prior of Dunstable, by brother Walter de Dentone, his canon, his attorney, *Deforciant*.

Release, on an assize of last presentation, by Plaintiffs to Deforciant, and his successors, and his church of Dunstable, in perpetuity, of the advowson of Bradeburne Church. And Deforciant did receive Plaintiffs, and the heirs of Plaintiff Margaret, into all the benefits and prayers which should thenceforth take place in their church of Dunstable for ever.

February 3. Westminster. The morrow of the Purification, 22 Henry III.

Between Walter, Prior of Wyrkyshope, by brother Philip de Bolesoure, his canon, his attorney, *Plaintiff*, and Adam de Cridelinge, *Deforciant*.

Grant by Deforciant to Plaintiff, in frankalmoign, free and quit of all secular service and exaction, of half an oxgang of land, and a moiety of a mill in Belgh,* to wit, all the land held by John Filding there, and a moiety of a mill which Plaintiff and his church of Wyrkeshope have of the gift of Robert de Meisnil in Belgh, whereof Plaintiff complained that Deforciant dispossessed him, against the charter of the said Robert de Meisnil, of the suit of the grinding of all Deforciant's men of Belgh at the aforesaid mill. And Plaintiff did receive Deforciant and his heirs into all the benefits and prayers which should thenceforth take place in his church of Wyrkeshope for ever.

1239.

September 29—October 13. Westminster. Within 15 days of S. Michael, 23 Henry III.

Between the Prior of Rapendone, by brother Richard de Strengestone, his canon, his attorney, *Plaintiff*, and Robert de Curtun, of Croxhale, *Deforciant*.

* Belp, or Belgh, is in Whitwell Parish.—ED.

Grant, on a plea of warranty of charter by Deforciant to Plaintiff and his successors and his church, in frankalmoign, of the advowson of the church of Croxhale, a toft, and 3 a. of land in Crokeshale. And Plaintiff did receive Deforciant and his heirs into all the benefits, and prayers which should thenceforth take place in their church at Rapendone for ever.

November 11—18. Northampton. Within the octave of S. Martin, 24 Henry III.

Between Robert Fitz Ingelram of Nottingham, *Plaintiff*, and Matthew de Havershege and Annora his wife, *Deforciant*s.

Grant, on a plea of warranty of charter, by Deforciant, in consideration of 20 silver marks, to Plaintiff, in fee, of a message, 13 oxgangs of land, and 20s. rents in Eytone; and 11 a. of land, 4 a. 1 r. of meadow in Sandiacre, and 2 oxgangs and a third part of 2 oxgangs of land, 9s. 1d. rents in Chelardestone; at the yearly rent of 2d. at the feast of S. Martin; and performing to the chief lords of the fee all other services pertaining thereto, for all service and exaction.

And Ralph de Freschenville for himself and Willelma his wife doth assert their claim.

1240.

February 2—17. Nottingham. Within 15 days from the Purification of B.V.M., 24 Henry III.

Between Amice, widow of William Jordan, *Plaintiff*, and William Fitz Herbert, *Tenant*.

Release by Tenant to Plaintiff, in fee, of 4 a. of land in Rostintone;* and grant, in consideration thereof, by Plaintiff to Tenant, in fee, of 2 a. of land lying upon Stamford; at the yearly rent of 4d. at Easter, for all service and exaction.

February 2—17. Nottingham. Same date.

Between John Brito, *Plaintiff*, and Adam de Credlinge, *Deforciant*, concerning this, to wit, that Deforciant exacted from Plaintiff that he should perform, for his freehold in Stivele, foreign service, and suit at his court from 3 weeks to 3 weeks, which customs and services Plaintiff did not acknowledge.

Grant by Plaintiff that he would perform suit at Deforciant's court at Witewelle, whensoever there should be a plea there by the King's writ of right; and whensoever any thief should be judged; and also foreign service, to wit, 14d. when two marks are taken for scutage, more or less, for all service, saving to Deforciant

* So in Fine. Most probably *Rosliston*.

and his heirs the custody and relief of the same land ; and release, in consideration thereof, by Deforciant to Plaintiff and his heirs of all other services.

Feb. 2-17. Nottingham. Same date.

Between Ralph de Frescheneville, *Plaintiff*, and Ralph, Abbot of Derleg [h], *Deforciant*, concerning the customs and services exacted by Plaintiff from Deforciant in respect of the freehold held by him in Rippelle, Pentriz, Chillewelle, and Ulkertorpe.

Grant by Deforciant that he and his successors would perform suit at Plaintiff's court at Blakewelle or Nottingham, by any free man of his, whensoever there should be a plea there by the King's writ of right, and when any thief should be judged ; and also the foreign service as much as pertains to the aforesaid land ; and release, in consideration thereof, by Plaintiff to Deforciant and his successors of all other services and customs exacted from him for the aforesaid tenement.

Feb. 2-17. Nottingham. Same date.

Between Beatrice, daughter of William Ruffus, *Plaintiff*, and Richard de Cunegestone, *Tenant*.

Release by Plaintiff, in consideration of 5s. sterling, to Tenant, in fee, of an oxgang of land in Cheylmeredune.

Feb. 2-17. Nottingham. Same date.

Between William Fitz Ingelram, *Plaintiff*, and Walter the Smith, *Tenant*.

Release by Plaintiff, in consideration of half a silver mark, to Tenant, in fee, of an oxgang of land in Great Oure.*

Feb. 2-23. Nottingham. Within three weeks of the Purification of B.V.M., 24 Henry III.

Between Roger, Prior of Brettone,† *Plaintiff*, and Nicholas Legat and Dennis his wife, *Deforciant*s.

Grant, on a plea of warranty of charter, by Deforciant, to Plaintiff, and to his successors and his church, in frankalmoign, of 60s. rents in Brettone ; performing to the chief lords of the fee all services pertaining to the aforesaid rent for all service and exaction. And Plaintiff did receive Deforciant, and the heirs of Deforciant Dennis, into all the benefits and prayers which thenceforth should take place in his church of Brettone for ever.

* Mickleover.—ED.

† Query, may not this be the Priory of Gresley, in Derbyshire. There is no Priory of Brettone or Bettone in that County. That Priory was sometimes styled "Gresley-juxta-Burtone."

Feb. 2-23. Nottingham. Same date.

Between John de Heriz, *Plaintiff*, and Roger de Deincurt, *Tenant*.

Grant, on a recognizance of great assize, by Plaintiff to Tenant, in fee, of 50 a. of land in Tibbeschelf, and also 2a. of land lying upon Iringhulle, at the yearly rent of a pair of gilt spurs at Pentecost, and performing the foreign service, whenever it shall happen, to wit, 1 d. only, be the scutage more or less, for all service.

And Plaintiff did receive the homage of Tenant for that land in the same court.

Feb. 2-23. Nottingham. Same date.

Between Walter, Prior of Wirkesope, by brother Philip de Bolesoure his canon, his attorney, *Plaintiff*, and Adam de Credlinge, *Deforciant*.

Grant, on a recognizance of great assize, by Deforciant to Plaintiff, and to his successors, and his church, in frankalmoigne, of the advowson of Clune church, which they had of the gift of Robert de Meynil, Deforciant's grandfather. Plaintiff did receive Deforciant and his heirs into all the benefits and prayers which should thenceforth take place in their church of Wirkesope for ever.

Feb. 2-23. Nottingham. Same date.

Between Ralph de Beufey and Isabella his wife, by Simon de Dereby, Isabella's attorney, *Plaintiffs*, and Master Robert de Sherdelawe, *Tenant*.

Release by Plaintiffs to Tenant, in fee, of the third part of 16 oxgangs and 3 a. of land, 4 a. of meadow, 12 loads (*summarum*) of wheat, and 4s. rents in Sherdelawe, Wilne, Estone, and Angodes-torpe; being Plaintiff Isabella's dower out of the freehold of Hugh de Sherdelawe her late husband there; and grant, in consideration thereof, by Tenant to Plaintiffs of 6 qrs. of wheat to be received yearly at Mich. at Sherdelawe by the hand of Robert Fitz Eda for the life of Isabella, with power of distress.

Feb. 2-23. Nottingham. Same date.

Between John de Heriz, *Plaintiff*, and Roger Deincurt, *Tenant*.

Grant, on a recognizance of great assize, by Tenant, that Plaintiff, and his heirs, and his men of Tibbechef should have common of herbage and heath in 60 a. of pasture, out of 71 a. of wood and 60 a. of pasture in Tibbeschelf.

Feb. 2-23. Nottingham. Same date.

Between Peter Fitz Swain, and Avice his wife, *Plaintiffs*, and Alice, daughter of Robert, *Tenant*.

Grant by Plaintiffs to Tenant, for life, of a toft and 2 a. of land in Dereby, at the yearly rent of 2s. for all service and exaction.

February 2—23. Nottingham. Same date.

Between Thomas Meverel and Avice his wife, *Plaintiffs*, and Robert de Wodnesleg [h], *Tenant*.

Release, on an assize of mort d'ancestor, by Plaintiffs, in consideration of 25 silver marks, to Tenant, in fee, of 15 oxgangs, and 3 parts of an oxgang of land in Wodnesleg [h], Eyton, and Mapellitone. Further release by Plaintiffs to Tenant, in fee, of all right and claim they had in all other lands and tenements held by him of the inheritance of Roger, his father, on the day of the date of this fine.

February 2—23. Nottingham. Same date.

Between Henry, son of William Waukelin, *Plaintiff*, and Robert Fitz Waukelin, *Tenant*.

Release, on an assize of mort d'ancestor, by Plaintiff, in consideration of 3½ silver marks, to Tenant, in fee, of 2 oxgangs of land in Egintone.

February 2—23. Nottingham. Same date.

Between Roger Deincurt, *Plaintiff*, and John de Heriz, whom Peter de Olkerthorpe vouched to warranty, and who did warrant him; concerning 21 a. of land in Tibbeschelf; and between the same Plaintiff, and the same Tenant, whom Reginald Brito vouched to warranty, and who did warrant him, concerning 18 acres of land in the same; and between the same Plaintiff, and the same Tenant, whom Ralph Fitz Gerard vouched to warranty, and who did warrant him, concerning 18 acres of land in the same; and between the same Plaintiff, and the same Tenant, whom John Fitz William vouched to warranty, and who did warrant him, concerning 20½ a. of land in the same; and between the same Plaintiff, and the same Tenant, whom William de Beaumeys vouched to warranty, and who did warrant him, concerning 25 a. of land there; and between the same Plaintiff, and the same Tenant, whom Bella, daughter of Warin de Neubigginge, vouched to warranty, and who did warrant him, concerning 24 a. of land in the same.

Release by Plaintiff, in consideration of a sparrow-hawk, to Tenant, in fee, of all the aforesaid land.

June 24—July 15. York. Within three weeks from the day of S. John the Baptist, 24 Henry III.

Between Robert de Aldewerke and Isabella his wife, by the same Robert, her attorney, *Plaintiffs*, and Harvey de Mathefeude, *Tenant*.

Grant, on an assize of mort d'ancestor, by Plaintiffs, to Tenant,

in fee, of 2 tofts, 5 a. and $\frac{1}{2}$ r. of land, and 1 a. of meadow in Fentone, at the yearly rent of 4s. sterling for all service.

June 24—July 15. York. Same date.

Between the same, *Plaintiffs*, and Robert de Tydeswelle, *Tenant*.

Grant, on an assize of mort d'ancestor, by Plaintiffs to Tenant, in fee, of a toft in Fentone, at the yearly rent of 2s. for all service.

June 24—July 15. York. Same date.

Between the same, *Plaintiffs*, and Henry de Crumford, and Sibilla his wife, by the same Henry, her attorney, *Tenants*.

Grant, on an assize of mort d'ancestor, by Plaintiffs to Tenants, and to the heirs of Tenant Sibilla, of a toft in Fentone, at the yearly rent of 18d. for all service.

June 24—July 22. York. Within one month from the day of S. John the Baptist, 24 Henry III.

Between the same, *Plaintiffs*, and Thomas Fitz Piers, *Tenant*.

Grant, on an assize of mort d'ancestor, by Plaintiffs to Tenant, in fee, of 1 a. of land in Fentone, at the yearly rent of 2s. sterling for all service.

June 24—July 22. York. Same date.

Between the same, *Plaintiffs*, and Richard de Holintone, *Tenant*, of one oxgang of land in Holintone; and between the same Plaintiffs, and Eda, daughter of Geoffrey, *Tenant*, of one oxgang of land in the same; and between the same Plaintiffs, and Harvey Fitz Henry, *Tenant*, of 2 oxgangs of land in Sturstone.

Release by Tenants, in consideration of half a silver mark, to Plaintiffs, and to the heirs of Plaintiff Isabella, in fee, of the aforesaid land.

June 24—July 22. York. Same date.

Between the same, *Plaintiffs*, and Robert de Mapeltone, *Tenant*.

Grant, on an assize of mort d'ancestor, by Plaintiffs to Tenant, in fee, of 4 tofts, and 2 crofts in Fentone, at the yearly rent of 4s. 6d. for all service.

June 24—July 22. York. Same date.

Between the same, *Plaintiffs*, and Roger Payn, *Tenant*.

Grant, on an assize of mort d'ancestor, by Plaintiffs to Tenant, in fee, of a toft in Fentone, at the yearly rent. of 12d. for all service.

June 24—July 22. York. Same date.

Between the same, *Plaintiffs*, and Henry Fitz William, of Mapeltone, *Tenant*.

Grant, on an assize of mort d'ancestor, by Plaintiffs to Tenant, in fee, of a toft in Fentone, at the yearly rent of 2s. sterling, for all service.

June 24—July 22. York. Same date.

Between the same, *Plaintiffs*, and Ranulph de Fentone, *Tenant*, of 7 oxgangs of land, and 7s. 1d. rents in Fentone and Sturstone.

Grant, on an assize of mort d'ancestor, by Plaintiffs to Tenant, for life, of 6 oxgangs of land (out of the 7 oxgangs), to wit, 2 oxgangs held by Adam le Fraunceys, one oxgang held by Roger le Cribler, one oxgang held by Richard Fitz Ralph, one oxgang held by Henry Fitz Ralph, and one oxgang lying next the land of Walter Fitz Humphrey; at the yearly rent of 7s. sterling, and performing the foreign service, with reversion to Plaintiffs and to the heirs of Plaintiff Isabella; saving to Alina, daughter of Nicholas de Kavelande, Tenant's wife, the third part thereof, as dower, if she should survive him. Tenant is not to commit waste, or to make sale, or any impoverishment of the land.

1240.

September 29—October 20. Coventry. In 3 weeks of S. Michael, 24 Henry III.

Between Hugh Wake, by Simon de Trope, his attorney, *Plaintiff*, and Joan, widow of William Briwere, by Robert de Wayforde, his attorney, *Deforciant*, of 13 marks rent in Brunintone and Whitintone, which Deforciant used to receive of Peter de Brunintone as her dower.

Grant by Plaintiff to Deforciant, for life, as dower, of 13 marks rent out of the issues of the ovens and market of Cestrefeud, by the hands of Plaintiff, or his heirs, or his bailiffs of Cestrefeud, or whosoever might be the holder of the ovens or market, with power of distress; and if the market should prove deficient, so that the rent could not be fully paid, then Plaintiff or his heirs should make satisfaction in a competent place in his manor of Cestrefeud.

1241.

May 10. Bermondsey. The morrow of the Ascension, 25 Henry III.

Between Reginald de Meaudry and Isolda his wife, *Plaintiffs*, and Lancelin de Stokes and Avise his wife, *Deforciant*s.

Grant, on a plea of warranty of charter, by Deforciant, in consideration of 12 silver marks, to Plaintiffs, for their lives, of a moiety of the manor of Stoke, by the service pertaining thereto, with remainder to survivor, in fee.

September 29—October 27. Coventry. In one month of S. Michael, 25 Henry III.

Between Thomas Hanselin, *Plaintiff*, and Turstan de Trenagu and Eleanor his wife, *Deforciant*s.

Grant, on a plea of warranty of charter, in consideration of 2 silver marks, by Deforciant to Plaintiff, in fee, of 2 oxgangs of land in Amboldestone; performing the foreign service for all service and exaction.

Master Robert de Egintone puts in his claim.

September 29—October 27. Coventry. Same date.

Between John, Abbot of La Dale, *Plaintiff*, and the same, *Deforciant*s.

Grant, on a plea of warranty of charter, in consideration of 40 silver marks, by Deforciant to Plaintiff, in frankalmoign, of 8 oxgangs of land in Alwoldestone, and 1 oxgang of land in Estone.

Master Robert de Egintone puts in his claim.

December 7. Lichfield. The morrow of S. Nicholas. 25 Henry III.

Between Robert of Mapeltone, *Plaintiff*, and Robert Fitz William of Mapeltone, *Tenant*.

Release, on an assize of mort d'ancestor, by Plaintiff to Tenant, in fee, of a messuage in Esseburne; and grant, in consideration thereof, by Tenant to Plaintiff, in fee, of a toft in the same vill formerly held by Tenant of Richard, the Clerk of Wirkeswurthe, at the yearly rent of 12d. for all service and exaction.

1242.

April 20—May 25. Westminster. In 5 weeks of Easter, 26 Henry III.

Between Joeta, widow of Richard de Rotintone, by Geoffrey de Langetone, her attorney, *Plaintiff*, and Alice, daughter of Alice of Henlegh, whom Richard de Hanlegh vouched to warranty, and who did warrant her, by Robert de Hanlegh, her attorney, [*Tenant*].

Release, by Plaintiff to Tenant, of a third part of 5 oxgangs of land and of 2 messuages in Henlegh, claimed by plaintiff as her dower; reserving to Plaintiff for her life a yearly rent of 4s. sterling at Henlegh.

1243.

April 12—May 3. Westminster. In 3 weeks of Easter, 27 Henry III.

Between Agnes, daughter of Nicholas, *Plaintiff*, and Alexander of Esseburne and Lettice his wife, by the same Alexander, her attorney, *Tenants*.

Grant, by Plaintiffs, in consideration of 6 silver marks, to Tenants and to the heirs of Tenant Lettice, in fee, of a messuage, and 50 a. of land, and 1 a. of meadow in Alsoppe.

April 12—May 17. Westminster. In 5 weeks of Easter, 27 Henry III.

Between Thomas Fitz William, *Plaintiff*, and Paulin de Bamtone, and Joan his wife, *Deforciant*s.

Grant, on a plea of warranty of charter, by Deforciant, in consideration of 2 silver marks, to Plaintiff, in fee, of a messuage, and 2½ a. of land in Tyddeswelle, at the yearly rent of 2s. sterling, for all service and exaction.

1244.

June 24—July 1. Westminster. In the octave of S. John the Baptist, 28 Henry III.

Between Benedict de Coudray, by Richard de Coudray, *Plaintiff*, and Hamo de Redeslege and Isolda, his wife, *Deforciant*s.

Grant, on a plea of warranty of charter, by Deforciant, in consideration of £10 sterling, to Plaintiff, in fee, of a fourth part of the vill of Wyardestone; to hold of the chief lords of the fee, performing therefor all services pertaining to the same fourth part.

June 24—July 1. Westminster. Same date.

Between Clemence, Countess of Chester, *Plaintiff*, and William de Ferrers, Earl of Derby, *Deforciant*, of the Manor of Hertingdone, concerning which Plaintiff complained that Deforciant disseised her of the hamlets of Crudecotes, Salvin, Buckstanes, Nedham, Hordlawe, Stenredile, and Foxlawe, and the whole forest of Hertingdone and Crudecotes up to the water of Guyt, which she alleged was appurtenant to the manor of Hertingdone.

Grant, by Deforciant to Plaintiff, of 100s. lands and rents, viz., the rent of the mill of Hertingdone, and the rents and the services of the monks of Mirivalle, Gerewdone, Cumbremare, and Rupe,* and the services of John de Hulle, of Agnes, widow of Henry Le Morene, in Hertingdone; and of Henry Le Foun in Hethcote; and the services of Thomas de Edenesovere, of Adam Fitz Ralph, of Avice the widow, of Matilda the widow, of Emma the widow,

* Monks from the Abbeys of Merevale (Warwick), Garendon (Leicester), Cumbermere (Cheshire), and Roche-in-Malby (Yorks), had all their respective granges within the wide parish of Hartington. These were all of the Cistercian Order. The Benedictines, from Burton-on-Trent, also had a grange in this parish.—ED.

and of Henry Fitz Matthew in Newebbiginge, and 52½ a. of land held in villenage of Deforciant by Richard son of the smith, Philip son of the smith, Robert son of the smith, Ormus son of the smith, and Swanus Fitz William, in Blakewelle.

Grant also by Deforciant, that Plaintiff should have in the aforesaid forest 24 oxen with Deforciant's oxen, and 20 cows and their one year old young, with Deforciant's cows, throughout the whole of the aforesaid forest where Deforciant's oxen and sheep do feed, except in corn and meadows; and after the corn and hay shall have been carried, then the oxen and sheep to feed throughout the whole forest without let; or Deforciant shall assign pasture elsewhere in a competent place for such oxen and cows. And moreover, Plaintiff to be at liberty to take in the said forest, by the view of Deforciant's foresters, reasonable estovers of housebote and haybote for the proper use of herself and her servants dwelling in the same manor, and in default of the foresters assigning the same, then Plaintiff's bailiffs to take the same estovers without waste, and without view of the foresters. Grant also by Deforciant to Plaintiff, of 30 a. of grass meadow in the aforesaid forest, in a competent place, which she shall be able to mow and keep; and if the cattle of her men of Hertington, Hethcote, and Newebbiginge shall escape into the said forest, they shall give, for each head, 1d.

Plaintiff to hold all these during her life as dower.

Release, in consideration thereof, by Plaintiff to Deforciant of all right in the aforesaid hamlets of Crudecotes, Salvin, Buckstanes, Nedham, Hordlawe, Stenredile, and Foxlawe, and in all the aforesaid forest of Hertingdone and Crudecotes up to the water of Guyt, as aforesaid; saving to Plaintiff all things remaining to her by this fine; likewise all her right in all the knight's fees claimed by her as dower against the said Earl and Agnes his wife of the inheritance of Ranulph, formerly Earl of Chester, her husband, except 2 knight's fees in Newetone and Broctone held by Norman de Suleny and Alured de Suleny.

1245.

June 29—July 6. Nottingham. In the octave of SS. Peter and Paul, 29 Henry III.

Between Henry de Henovere, *Plaintiff*, and Geoffrey de Detheke and Hawise his wife, *Deforciant*s.

Release by Deforciant, in consideration of 10 silver marks, to Plaintiff, of the villenage of Plaintiff and all his sequel issuing from him.

June 29—July 6. Nottingham. Same date.

Between Richard Prior of Gresele, *Plaintiff*, and William de Gresele, *Deforciant*.

Grant, on a plea of warranty of charter, by Deforciant to Plaintiff, and his successors and his church, in frankalmoign, of the advowson of the church of Lullington. Plaintiff received Deforciant and his heirs into all the benefits and prayers which should henceforth take place in his church for ever.

June 29—July 6. Nottingham. Same date.

Between Engelard de Curcun, *Plaintiff*, and Thomas de Curcun, *Deforciant*.

Grant, on a plea of warranty of charter, by Deforciant to Plaintiff in fee, of 8 oxgangs of land in Ketelstone, together with a certain moor in the same vill, called Brodemore, formerly held by Deforciant of Richard son of Robert de Curcun; at the yearly rent of 1d. at Easter, and performing towards the scutage of 40s. whenever it may happen, 10s. 8d. more or less, for all service and exaction. Grant, in consideration thereof, by Plaintiff to Deforciant, for life, of all the same land, at the yearly rent of 1d. for all service.

June 29—July 6. Nottingham. Same date.

Between William Fitz Elias, *Plaintiff*, and Richard de Ingiltone and Isabella his wife, *Deforciant*s.

Grant, on a plea of warranty of charter, by Deforciant, in consideration of 100s. sterling, to Plaintiff, in fee, of a fifth part of the manor of Middelton; and 2 oxgangs of land in the same vill; at the yearly rent of 1lb. of cummin at Pentecost for all service and exaction, saving foreign service.

June 29—July 6. Nottingham. Same date.

Between William Fitz Herbert of Northburgh, *Plaintiff*, and Henry of the Cross of Esseburne, *Deforciant*; and between the same *Plaintiff*, and the aforesaid Henry and Rykewar his wife, *Deforciant*s.

Grant by Deforciant Henry to Plaintiff, in fee, of one messuage, and 6 oxgangs, and 14a. of land in Rostintone; and grant also by the same and his wife to Plaintiff, in fee, in consideration of 8 score and 6 silver marks, of one messuage, and 63a. of land in the same. Grant, in consideration thereof by Plaintiff, at the request of Deforciant, to their son Robert, of a yearly rent of 40s. sterling for his life; and after his death, then to his brothers William and Nicholas, in succession, for their lives, with power of distress. Rent to be paid every year at Esseburne.

June 29—July 6. Nottingham. Same date.

Between Robert Fitz Adam of Meleburne, *Plaintiff*, and Robert Fitz Robert of Melburne, *Tenant*, of 5a. of land in Meleburne, in consideration of $\frac{1}{2}$ a silver mark.

Grant, on an assize of mort d' ancestor, by Plaintiff to Tenant, in fee, of 1a. of land, and $\frac{1}{2}$ a. meadow formerly held by Plaintiff of Tenant in Meleburne.

June 29—July 6. Nottingham. Same date.

Between Thomas le Jovene of Derby, *Plaintiff*, and Robert of Shelford and Amabel his wife, *Deforciant*s.

Grant, on a plea of warranty of charter, by Deforciant, in consideration of 12 silver marks, to Plaintiff, in fee, of 2 oxgangs of land in Murkelistone, at the yearly rent of 2s. 6d. sterling; and performing towards the scutage of 40s., whenever it shall happen, 2s. 6d. sterling, more or less; for all service and exaction.

June 29—July 6. Nottingham. Same date.

Between Nicholas le Jovene, *Plaintiff*, and the Master of the Hospital of S. Leonard, Derby, *Tenant*.

Grant, on a recognizance of great assize, by Tenant, in consideration of a sparrow hawk, to Plaintiff, in fee, of half a toft in Derby, at the yearly rent of 9d. sterling, for all service and exaction.

June 29—July 6. Nottingham. Same date.

Between Robert de Esseburne, *Plaintiff*, and Master Henry of Bissopstone, *Deforciant*, of 2 oxgangs of land in Klyfton. Whereupon Deforciant was summoned to answer Plaintiff wherefore he disseised him of the aforesaid 2 oxgangs which the same Deforciant had let to him for a term which had not yet expired, within which term Deforciant sold that land to Robert de Aldewercke, on the occasion of which sale Robert de Aldewercke ejected Plaintiff from that land, as he doth allege.

Acknowledgement by Plaintiff that the said 2 oxgangs were the right of Deforciant. Grant, in consideration thereof, by Deforciant to Plaintiff, of the homage, and all the service of Robert de Aldewercke and his heirs for the said 2 oxgangs, and likewise for 11 $\frac{1}{2}$ oxgangs of land which Robert de Aldewercke formerly did hold of Deforciant, in Little Stratton, and in Forde; to wit, 20s. to be received yearly by the hands of Robert de Aldewercke and his heirs or their bailiffs at Esseburne, at the Feast of S. Martin, for all service: rendering therefor yearly to Deforciant and his heirs one pair of white gloves at Easter. And if Plaintiff cannot warrant the

land in Forde held by Robert de Aldewercke, then he shall give and assign to Robert de Aldewercke and his heirs 12s. rents in Peverwycke in exchange for that at Forde.

This Fine was made in the presence of Robert de Aldewercke, who did acknowledge that he owed Plaintiff the aforesaid service.

And Plaintiff, at the request of Deforciant, did perform homage to Robert de Aldewercke for 1a. of land in Kliftune, and 1 toft next Scolebroke in the same vill, both of which Plaintiff formerly held of Deforciant, for which Plaintiff and his heirs will render yearly to Robert de Aldewercke and his heirs 12d., and 1lb. of cummin, at the Feast of S. Peter ad Vincula for all things; and will discharge the foreign service.

- June 30. Nottingham. The morrow of SS. Peter and Paul, 29 Henry III.
Between John Fitz Richard of Eytone, *Plaintiff*, and William Fitz Engelram, and Peter his brother, *Tenants*.

Release, on a recognizance of great assize, by Plaintiff, in consideration of 16s. sterling, to Tenants, in fee, of a toft in Derby.

1246.

- June 24—July 9. Westminster. In 15 days of S. John the Baptist, 30 Henry III.

Between Robert le Sauvage, *Plaintiff*, and Geoffrey, Abbot of Croxtone, by brother Roger de Syxteneby, his attorney, *Deforciant*.

Release, on an assize of last presentation, by Plaintiff to Deforciant, and to his church of Croxtton in perpetuity, of the advowson of the church of Lund.* And Deforciant received Plaintiff and his heirs into all the benefits and the prayers which should thenceforth take place in his church for ever.

- June 25. Westminster. The morrow of S. John the Baptist, 30 Henry III.
Between Hugh de Holebek and Isabella his wife, *Plaintiffs*, and Richard de Draycote, *Tenant*.

Release, by Plaintiffs, in consideration of 5 silver marks, to Tenant, in fee, of a third part of a moiety of the manor of Dore, claimed by Plaintiffs as the dower of Plaintiff Isabella which accrued to her out of the freehold of Adam de Cridelinge her late husband in the same vill.

1247.

- November 11—18. Huntingdon. In the octave of S. Martin, 32 Henry III.
Between Richard Fitz Henry de Curcun, *Plaintiff*, and Engelard de Curcun, *Tenant*.

* Lowne, or Lund, is a small parish in the Hundred of Scarsdale, now always known by its *alias* of Heath.—ED.

Grant by Tenant, in consideration of 6 silver marks, to Plaintiff, in fee, of a mill in Shirleg[h].

1248.

February 3. Lichfield. The morrow of the Purification, 32 Henry III.

Between Master Simon de Wautone, *Plaintiff*, and Lucy de Seggeshale, *Deforciant*.

Grant, on a plea of warranty of charter, by Deforciant, in consideration of 40s. sterling, to Plaintiff, in fee, of $\frac{1}{2}$ a mark rent in Shyrle, viz., all the rent which she had in the mill of Shyrle; at the yearly rent of 1d. at the Feast of S. Martin for all service, custom, and exaction.

1250.

May 6. Westminster. The morrow of the Ascension, 34 Henry III.

Between Nicholas le Jovene and Matilda his wife, *Plaintiffs*, and Matthew Fitz Matthew of Kniveton, *Tenant*.

Grant by Plaintiffs to Tenant, in fee, of a fourth part of an oxgang, an 8th part of an oxgang, and a 16th part of an oxgang of land; and of 3 r. of meadow in Peverwys;* at the yearly rent of 12d., and performing to the chief lords of the fee for Plaintiffs, and the heirs of Plaintiff Matilda, all other services pertaining to the same land and meadow.

May 22—June 19. Westminster. In one month from the day of the Holy Trinity, 34 Henry III.

Between Joan de Kyngestone, by Richard Martel her attorney, *Plaintiff*, and Peter de Thoke, *Deforciant*, of the customs and services which Plaintiff did exact of Deforciant for his tenement held by him of her in Hyltone and Bradeburne.

Grant, by Deforciant to Plaintiff, in fee, of the rent of 50s. a year for the aforesaid tenement, for all service, suit of court, custom and exaction. And Deforciant moreover gave to Plaintiff £8 15s. od. for his arrears.

1251.

January 13—20. Westminster. In the octave of S. Hilary, 35 Henry III.

Between William de Ferr[ers], Earl of Derby, by Robert de Mertone his attorney, *Plaintiff*, and Philip de Lisle, Master of the Hospital of S. Lazar of Jerusalem in England, *Deforciant*.

Release, on an assize of last presentation, by Plaintiff to Deforciant and to his successors, masters and brethren of the same Hospital, in perpetuity, of the advowson of the Church of Spodone; saving to Plaintiff's chapel at Tuttebyry, two parts of the

* *i.e.*, Parwich.—ED.

sheaves of tithes issuing from the demesne of Spondone which that chapel used to take before this grant was made. Deforciant received Plaintiff and his heirs into all the benefits and prayers which should thenceforth take place in the aforesaid hospital, for ever.

April 16—30. Westminster. In 15 days of Easter, 35 Henry III.

Between William de Ferrers, Earl of Derby, *Plaintiff*, and Richard de Mortimer, *Deforciant*.

Grant, by Plaintiff to Deforciant, in tail, with reversion to Plaintiff, of 15 oxgangs of land in Stretptune; performing therefor the service of a 4th part of one knight's fee, for all service, custom, and exaction.

June 24—July 9. Westminster. In 15 days of S. John the Baptist, 35 Henry III.

Between William Fitz Herbert, *Plaintiff*, and Roger, Prior of Trentham, *Deforciant*.

Release by Deforciant, in consideration of 40s. sterling, to Plaintiff, in fee, of the custody and marriage of Nicholas, son and heir of William de St. Pierre. Plaintiff and his heirs to render yearly to Deforciant, and his successors, and to his church, 2d. at Michaelmas.

1252.

March 31—April 15. Nottingham. In 15 days of Easter, 36 Henry III.

Between Sampson de Streleg[h], *Plaintiff*, and Adam de Langedone and Albreda, his wife, *Deforciant*s.

Grant, on a plea of warranty of charter, by Deforciant, in consideration of a sparrow-hawk, to Plaintiff, in fee, of 3 oxgangs of land in Haselbech, performing to the chief lords of the fee, for Deforciant and for the heirs of Deforciant Albreda, all services pertaining to the same land.

March 31—April 5. Nottingham. Same date.

Between William, Prior of Tuttebyr[y], *Plaintiff*, and Gilbert de Merstone, *Deforciant*.

Grant, on a plea of warranty of charter, by Deforciant to Plaintiff and his successors, and to his church, in frankalmoigne, of a messuage and 11 oxgangs of land in Merstone, free and quit of all service and exaction. Plaintiff received Deforciant and his heirs into all the benefits and prayers which should thenceforth take place in the church for ever.

March 31—April 15. Nottingham. Same date.

Between Robert Fitz Ralph and Agnes, his wife, *Plaintiffs*, and Robert Gos, *Tenant*.

Release by Plaintiffs, in consideration of 20s. sterling, to Tenant, in fee, of a moiety of a messuage in Derby, except a moiety of the site of an oven.

March 31—April 15. Nottingham. Same date.

Between William Fitz Robert, *Plaintiff*, and Ernald de Verdun, *Tenant*.

Release, on an assize of mort d' ancestor, by Plaintiff, in consideration of 20s. sterling, to Tenant, in fee, of an oxgang of land with appurts., except a toft, in Astone.

March 31—April 15. Nottingham. Same date.

Between William Fitz Ingeram, chaplain, *Plaintiff*, and Roger Fitz Robert, chaplain, *Tenant*.

Grant by Tenant, in consideration of a silver mark, to Plaintiff, in fee, of a moiety of a toft in Derby.

March 31—April 15. Nottingham. Same date.

Between Henry, Prior of Greseleg[h], *Plaintiff*, and William de Gyville and Alice his wife, *Deforciant*s.

Grant, on a plea of warranty of charter, by Plaintiff to Deforciant, for the life of Deforciant William, of 2 virgates, 10a. of land, and 2a. of meadow in Castelgresele, at the yearly rent of 1½d. at Easter, for all service, custom and exaction.

March 31—April 15. Nottingham. Same date.

Between William Fitz Elias of Little Langesdone, *Plaintiff*, and Andrew de Mustone and Matilda his wife, *Deforciant*s.

Grant, on a plea of warranty of charter, by Deforciant, in consideration of 2 silver marks, to Plaintiff, in fee, of a toft and 21d. rent in Aldethorpe and Yolgrave; at the yearly rent of 1d. at Christmas., and performing to the chief lords of the fee, for Deforciant and the heirs of Deforciant Matilda, all other services pertaining thereto.

March 31—April 21. Nottingham. In 3 weeks of Easter, 36 Henry III.

Between Laurence, Abbot of Burton, by William de Esseburne his attorney, *Plaintiff*, and William de Stafford and Ermetrude his wife, *Deforciant*s.

Grant, on a plea of warranty of charter, by Deforciant to Plaintiff, and his successors and his church of Burton, in perpetuity, of a mill pond in Egintone, at the yearly rent of 5s. for all service, suit of court, custom and exaction. Power for Plaintiff and his successors and his church to make the aforesaid mill pond from the land which formerly belonged to Henry Fitz Reginald in Smale-

medwe up to Plaintiff's land next the aforesaid mill pond, and to repair and sustain the same, and also to cleanse the mill course, at their pleasure. Power to distrain upon the *fer de mouline*.

March 31—April 21. Nottingham. Same date.

Between Elias de Stoke, *Plaintiff*, and Henry del Clay, *Tenant*.

Release, on a recognizance of great assize, by Plaintiff, in consideration of a silver mark, to Tenant, in fee, of a message in Derby.

March 31—April 21. Nottingham. Same date.

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

Release, on a recognizance of great assize, by Plaintiff, in consideration of $\frac{1}{2}$ a silver mark, to Tenant, in fee, of an oxgang of land in Bektone.*

March 31—April 28. Nottingham. In one month of Easter, 36 Henry III.

Between Henry de Mapeltone, *Plaintiff*, and Roger le Stedeman of Esseburne and Alice his wife, *Deforciant*s.

Grant, on a plea of warranty of charter, by Deforciant, in consideration of 2 silver marks, to Plaintiff, in fee, of a moiety of a toft, and of an oxgang of land in Knivetone; also of 12d. rent to be received yearly from the Abbot of Dale for all the freehold held by him of Plaintiffs in the same vill; at the yearly rent of 1d. at the feast of S. James the Apostle; and performing to the chief lords of the fee for Plaintiffs and the heirs of Plaintiff Alice all other services pertaining to the aforesaid land.

March 31—April 28. Nottingham. Same date.

Between Thomas de Blomere, *Plaintiff*, and John de Stuteville, by John de Pelham his attorney, *Deforciant*; of the villenage of Plaintiff.

Acknowledgment by Deforciant, in consideration of 5 silver marks, that Plaintiff is a free man; and release of Plaintiff, and all his sequel from all villenage and secular servitude for ever.

March 31—April 28. Nottingham. Same date.

Between Amabel, widow of Robert de Selford, *Plaintiff*, and Robert Fitz Roger, *Tenant*.

Grant by Plaintiff to Tenant in fee, of 3 oxgangs of land in Murkamstone, at the yearly rent of $\frac{1}{2}$ a silver mark, and performing all other services pertaining thereto.

* *i.e.*, Beighton.—ED.

March 31—April 28. Nottingham. Same date.

Between Henry Fitz Elias, *Plaintiff*, and Henry de Pertone and Sibyl his wife, *Deforciants*.

Grant, on a plea of warranty of charter, by Deforciants, in consideration of 3 silver marks, to Plaintiff, in fee, of an oxgang of land in Beintleg[h], at the yearly rent of 7d. at Christmas, and performing therefor, to the chief lords of the fee, for Deforciants, and the heirs of Deforciant Sibyl all other services pertaining to the same land.

March 31—April 28. Nottingham. Same date.

Between Hugh, Abbot of Welbeck, *Plaintiff*, and Richard de Wynertone, *Deforciant*; of this, that Deforciant should acquit Plaintiff of the service which John de Stuteville did exact from him for his free tenements which he held of Deforciant in Ducmantone, of which Deforciant, who is the mesne holder between them, is bound to acquit him; and whereupon Plaintiff complained that by Deforciant's default Stuteville did distrain him for homage, relief; and suit at his court of Ekin-tone from 3 weeks to 3 weeks.

Grant by Deforciant, in consideration of 3 silver marks, to Plaintiff, and to his successors, and his church of Welbeck, in perpetuity, of the aforesaid tenements; at the yearly rent of $\frac{1}{2}$ a silver mark, at the feast of S. Martin, and performing therefor the foreign service pertaining thereto.

March 31—April 28. Nottingham. Same date.

Between William de Mungomeri, *Plaintiff*, and Ralph de Grendone and Matilda Pecche [*Deforciants*], of this, that Deforciants were summoned to show by what right they claimed to have common of pasture in Plaintiff's land in Sudbyr[y], and Cubbeleg[h], as Plaintiff had no common in Deforciants' lands, nor did Deforciants perform service to him.

Release by Deforciants to Plaintiff, in fee, of all right of exacting any common of pasture in Plaintiff's lands or tenements in the aforesaid vills, except a certain land called Cokshutewode without Plaintiff's park of Cubbeleg[h], where Deforciants and their heirs, and their men of Boylestone shall have in perpetuity, common of pasture after the corn and hay shall have been carried; so however that if their cattle shall enter Plaintiff's tenements in the aforesaid vills and do damage therein, they shall not be impounded, but shall be driven back without injury. Grant also by Deforciants that Plaintiff and his heirs may assart and cause to be cultivated all

his holdings in the aforesaid vills at his pleasure, and take the profit thereof, and inclose a ditch or haw. Release by Plaintiff in consideration thereof, to Deforciant, in fee, of all his right of exacting any common of pasture in their lands in Boylestone, except a certain land called Meduhay, where Plaintiff, and his heirs, and his men of Cubbeleg[h] shall have common of pasture for all their cattle after the corn and hay shall have been carried; so that if such cattle shall enter Deforciant's tenements and do damage there, the same shall be amended by the view of good and lawful men. Deforciant also may assart and cause to be cultivated the aforesaid piece of land called Meduhay, saving to Plaintiff and his heirs the common of pasture as aforesaid. Plaintiff also and his heirs, are to render yearly to Deforciant Ralph, in fee, a silver mark, and to Deforciant Matilda, in fee, a silver mark, at Cubbeleg[h].

March 31—April 28. Nottingham. Same date.

Between Enge de Mackeleg[h], *Plaintiff*, and William de Mungomeri, *Deforciant*.

Release by Plaintiff to Deforciant, in fee, of all claim of exacting reasonable estovers in Deforciant's wood in Sudbyr[y]; and grant in consideration thereof by Deforciant to Plaintiff, in fee, of 2 a. of land in Mackeleg[h] lying between a messuage belonging to Deforciant, and the land of Alan de Mackeleg[h]; at the yearly rent of 2 clove gillyflowers at the Nativity of S. John the Baptist for all service, suit of court, custom and exaction. Grant also by Deforciant that Plaintiff and his heirs shall have every year in Deforciant's wood of Sudbyr[y] in the time of "pessone"* 6 hogs, quit of pannage, and also common of herbage in the same wood, and in a certain "bruera"† called Threlowed-heved, and likewise in the fields and assarts of Sudbyr[y] and Astone, after the hay is cut, and the corn taken away for all their cattle except goats; but with liberty for Deforciant and his heirs to inclose the aforesaid wood of Sudbyr[y], with a ditch and haw, and to assart and cause to be cultivated all the waste lands, and to make profit thereof at their pleasure; saving to Plaintiff and his heirs the aforesaid common of pasture in the aforesaid wood and in the fields and assarts of Sudbyr[y] and Astone as aforesaid, after the hay cut and corn carried.

* *Paisso* vel *pesso*, pastio porcorum in silvis, glandes, ex. Gall. *paisson*.—*Glossarium Manuale*, tom v. p. 95.—ED.

† A thicket, "ager sterilis vepribus et dumetis horridus."—ED.

March 31—April 28. Nottingham. Same date.

Between William de Mungumery, *Plaintiff*, and Robert de Pirariis, *Tenant*.

Release, on a recognizance of great assize, by Plaintiff to Tenant, in fee, of 16a. of land in Mackeleg[h]; also 3s. 8d. yearly rent out of 5s. 8d. for a tenement held in the same vill, so that Tenant and his heirs should render thenceforth every year to Plaintiff, in fee, 2s. for the said tenement, and performing all foreign service pertaining thereto, for all service, custom and exaction. Grant also by Plaintiff that Tenant's villeins in Mackeleg[h] shall have common of pasture for all their cattle in the "bruera" called Treloweheth, and likewise in the fields of Astone, and Plaintiff's assarts in Sudbyr[y] after corn carried and hay cut. Tenant also and his heirs may inclose with ditch and haw all the tenements held by him of the Earl of Derby in Mackeleg[h] at the date of this fine. Release, in consideration thereof, by Tenant to Plaintiff in fee, of all claim of any other common of pasture in Plaintiff's lands in the same vill. Plaintiff and his heirs may assart and cause to be cultivated all his wastes in Sudbyr[y] and Kokeleg[h], and make profit thereof at his pleasure; and likewise inclose, with a ditch and haw, all his lands and tenements in the same vill, saving to Tenant and his heirs common of pasture as aforesaid.

March 31—April 28. Nottingham. Same date.

Between John Fitz Richard of Herteshorne, *Plaintiff*, and Henry of Herteshorne, *Deforciant*.

Grant by Deforciant that Plaintiff and his heirs should have power to take and possess their reasonable estovers for husbote and haybote for fuel, and for enclosing their underwoods called Forehaye which formerly belonged to Agatha of Herteshorn; also to take marl in Deforciant's wood called Denewalehaye, for marling all their land at Herteshorn and Denewalehaye, so so that in the same wood they might have free ingress and egress by a certain way called La Petitvoley to take such marl and carry it to carts at their pleasure; also that they might have every year 15 hogs, quit of pannage, from the day of S. Luke the Evangelist to S. Andrew the Apostle in Deforciant's wood of Denwalehaye. Release, in consideration thereof, by Plaintiff to Deforciant of all right of exacting more hogs quit of pannage than aforesaid in the same woods.

March 31—April 28. Same date.

Between Margery, daughter of Nicholas de Wylington, by Ralph de Wylington, her attorney, *Plaintiff*, and Peter, Prior of Repindone, *Tenant*, of 10 a. of land and 1 r. of meadow in Wylington; and between the same, *Plaintiff*, and Milo de Repindone, chaplain, *Tenant*, of 1 r. of meadow in the same; and between the same, *Plaintiff*, and William Etebred, *Tenant*, of 1 r. of meadow in the same, all which lands, except 5 a., Tenants did release to Plaintiff, in fee.

Grant, in consideration thereof by Plaintiff to Deforciant Peter of the aforesaid 5 a., viz., $\frac{1}{2}$ an acre lying between the land of the same Prior and the land of Henry de Egintone; $\frac{1}{2}$ an acre lying between the lands of the same Henry and William de Meltone; $\frac{1}{2}$ an acre lying between the lands of the aforesaid Prior and the aforesaid Henry; $\frac{1}{2}$ an acre lying between the lands of Nicholas de Wylington and the aforesaid Henry; $\frac{1}{2}$ an acre lying between the lands of the same Prior and Petronilla, widow of Robert Ferbraz; $\frac{1}{2}$ an acre lying between the lands of the same Petronilla and the aforesaid Henry; $\frac{1}{2}$ an acre lying between the lands of the same Henry and William Cundi; $\frac{1}{2}$ an acre lying between the lands of the aforesaid Prior and the aforesaid Henry; $\frac{1}{2}$ an acre in a certain culture called Shortdunstal, between the lands of the aforesaid Henry and the aforesaid William Cundi; 1 r. lying between the lands of the aforesaid Henry and William; and 1 r. of land lying between the lands of the same Henry and William; to hold to the same Prior and his successors, and his Church of Repindone, in frankalmoigne, together with a certain piece of pasture lying between the Prior's mill at Wylington and the closes of the same mill. Grant also by Plaintiff, that the said Prior and his successors might make and maintain the mill pond of the said Prior of Wylington in the same state in which they were on the day of the date of this fine.

March 31—April 28. Nottingham. Same date.

Between Robert Fitz Gocelin of Marketone, *Plaintiff*, and the undermentioned persons, *Tenants*.

Grant by Plaintiff to William Lenipe, in fee, of 3 a. of land in Marketone, at the yearly rent of $4\frac{1}{2}$ d.; to Adam de Clays, in fee, of $3\frac{1}{2}$ a. of land in the same, at the yearly rent of 2d.; to Henry de Clay, in fee, of $1\frac{1}{2}$ a. of meadow in the same, at the yearly rent of 2d.; to Roger Kaym, in fee, of 1 rood of land in the same, at yearly rent of $\frac{1}{2}$ d.; to Sele le Muner, in fee, of

3 r. of land in the same, at the yearly rent of 1d. ; to Hawys the nurse, in fee, of a messuage in the same, at the yearly rent of 2d. ; to Thomas Justice, in fee, of $\frac{1}{2}$ a. of land in the same, at the yearly rent of $\frac{1}{2}$ d. ; to Nicholas Grave, in fee, of a messuage and $\frac{1}{2}$ a. of land in the same, at the yearly rent of $\frac{1}{2}$ d. ; to Eda the miller, in fee, of a messuage and $\frac{1}{2}$ a. of land in the same, at the yearly rent of $4\frac{1}{2}$ d. ; to Robert Seliman, in fee, of a toft in the same, at the yearly rent of 4d. ; and to Robert the Hunter, in fee, of $\frac{1}{2}$ a. of land in the same, at the yearly rent of $\frac{1}{2}$ d., for all service, suit of court, custom and exaction.

Thomas Tuschet doth put in his claim.

May 26—June 3. Leicester. In the octave of the Holy Trinity, 36 Henry III.

Between Simon de Pateshulle, by Henry de Paylingtone, his attorney, *Plaintiff*, and William de Rydewale, *Deforciant*.

Grant by Deforciant, that he and his heirs would thenceforth perform to Plaintiff and his heirs, homage and relief for the free tenement held by him of Plaintiff in Hertindone ; and also render 20s. sterling a year, and a pair of gilt spurs, at the Annunciation, for all service, custom and exaction. And moreover, Deforciant gave to Plaintiff £10 sterling for his arrears, and Plaintiff released him of all damage on account of the detention of the aforesaid homage, relief and service.

May 26—June 17. Leicester. In 3 weeks of the Holy Trinity, 36 Henry III.

Between Henry, Dean of Lincoln, parson of the Church of Esseburne, *Plaintiff*, and Richard de Mapiltone, Sarah his wife, Henry de Mapiltone, Lettice his wife, William de Esseburne, and Cicely his wife, *Deforciant*s.

Acknowledgement by Deforciant, that $4\frac{1}{2}$ tofts and 1 a. of meadow in Esseburne were the right of Plaintiff and his church in frankalmoign, except $2\frac{1}{2}$ tofts and meadow, and release to them and their successors in perpetuity ; and grant, in consideration thereof, by Plaintiff to Deforciant, of the aforesaid $2\frac{1}{2}$ tofts and meadow, to wit, the toft and a half lying between the toft of Henry de Cruce and the toft of Thomas Juvenis, and the toft lying next the grange of the Earl of Ferrers towards the east ; to hold to Deforciant and to the heirs of Deforciant Sarah, Lettice, and Cicely, at the yearly rent of 2s. for all service, custom and exaction. And moreover Deforciant granted that

all the dwellers in the aforesaid tenements should thenceforth for ever grind their corn and malt at Plaintiff's mill at Esseburne "ad vicesimum quartum granum"; and also perform suit at Plaintiff's court twice a year, namely at the next court after Easter, and at the next court after Michaelmas, and likewise whenever a plea shall be held in the same court by the King's writ of right. This fine was made with the assent of Roger, Bishop of Coventry and Lichfield.