

**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. VIII., p. 64.]

1252.

June 24—July 15. Warwick. In 3 weeks of the Nativity of S. John the Baptist, 36 Henry III.

Between Walter de Bradeleg[h], by William de Lecto, his attorney, *Plaintiff*, and Robert de Willeweby the elder, by Ralph de Mileforde, his attorney, *Deforciant*.

Grant by Deforciant, on Plaintiff's request, to Geoffrey de Langele and Matilda his wife, and to their heirs begotten, of a moiety of the manor of Eshovere, and the advowson of the church of the same manor, and 4 librates of land in Pleseleg[h], and the marriage of Robert, Deforciant's son and heir, from the Feast of S. Martin, 36 Henry III., for the term of 22 years, without performing any service; and in case of the death of Robert the younger in the lifetime of his father, before he shall come to his fee or be married or not, then they shall have the marriage of Amabel Deforciant's daughter, and likewise of all his other heirs in succession, in case of Amabel's death in Deforciant's lifetime; and if any of such heirs shall marry without licence, or refuse to marry when required, then the aforesaid tenements shall remain to Geoffrey and Matilda as aforesaid, until Deforciant or his heirs shall pay them 500 marks for the same marriage. Moreover, Deforciant doth agree that he will not give, sell, pledge, or in any other manner alienate any of the lands or tenements which he held on the day of the date of this Fine, as well of his inheritance as of the marriage of Margery, formerly his wife, mother of the aforesaid Robert the younger, by which the inheritance of Robert the younger would be

lessened ; saving to Deforciant 100 solidates of land which he may give to his daughter Amabel, if he will.

June 25. Leicester. The morrow of the Nativity of S. John the Baptist, 36 Henry III.

Between Richard, Abbot of Lilleshulle, by Adam de Neuport, one of his Canons, his attorney, *Plaintiff*, and Richard de Gray, *Tenant*.

Grant by Plaintiff to Tenant, in fee, of an oxgang of land and 2 a. of assart, in Stoke.

June 25. Leicester. Same date.

Between Robert de Grendone, *Plaintiff*, and William de Mun-gumery, *Deforciant*.

Grant by Deforciant that Plaintiff and his heirs might thenceforth take and have their reasonable estovers of husbote and haybote, and for burning and inclosing, within Deforciant's wood of Sudbury, by the view of Deforciant's foresters, except 2 pieces of the same wood called Raveleyhirst and Heymor ; and in case of Deforciant's forester refusing to deliver the same, the Plaintiff and his heirs may enter the same wood and take their reasonable estovers without the view of Deforciant's forester. Plaintiff also to have common of pasture for all his cattle throughout all the same woods ; and likewise to have all his hogs of his own growing, at Aston, quit of pannage in the same woods. And grant, in consideration thereof, by Plaintiff, that Deforciant and his heirs may assart, and cause to be cultivated, in the same woods and wastes, and inclose the same, at his pleasure, saving to Plaintiff and his heirs his reasonable estovers, and common of herbage in the same wastes and woods, and also common of pasture in the same closes and assarts after the corn and hay is carried.

Sept. 29—Oct. 20. Westminster. In 3 weeks of S. Michael, 36 Henry III.

Between Walter, Abbot of Ders[ey], by Andrew, Prior of Ders[ey], his attorney, *Plaintiff*, and Ralph FitzRalph, of Wystantone, by Geoffrey de Westone his attorney, *Deforciant*.

Grant, on a plea of warranty of charter, by Deforciant to Plaintiff and to his successors, and to his church, in perpetuity, in frank-almoign, of 1 messuage, 2 oxgangs of land, 4 a. of meadow, 9 d. and [defaced] in Wystantone, performing to the chief iords of the fee all services pertaining thereto. Release also by Deforciant to the same of all right in all the lands and tenements held by him in Wystantone on the day of the date of this fine. In consideration whereof Plaintiff and his successors are to find, every

year, for Deforciant and Matilda his wife, every day, 2 loaves and 2 conventual gallons of beer, and 2 dishes from the kitchen, as for 2 canons; and 2 loaves and one gallon of beer, and one dish from the kitchen, as for one servant of the same church; and also 6s. a year for their lives; and in case of the death of Deforciant leaving his wife surviving, then Plaintiff shall be quit of a moiety of the aforesaid bread and beer and dishes, and of 29s. 6d. a year for ever; and in case of the death of Matilda, leaving her husband surviving, then Plaintiff shall be quit of a moiety of the aforesaid bread and beer and dishes, and of 3s. 6d. for ever.

1253. Leicester and Westminster. Within 8 days of the Purification of  
Feb. 2. B. V. M., 37 Henry III.

Between Roger de Eyncurt, *Plaintiff*, and Robert de Sydenhale, *Deforciant*, and afterwards recorded at Westminster, Between the same, *Plaintiff*, and Roger de Sydenhale, brother and heir of the said Robert de Sydenhale, *Deforciant*.

Grant by Deforciant, in consideration of a sparrow-hawk, to Plaintiff, in fee, of the homage and service of John son of Nicholas de Gyldeford in Stretton; at the yearly rent of one pair of white gloves, or one halfpenny at Christmas, for all service, custom, and exaction.

April 8. Cambridge. The morrow of the close of Easter, 37 Henry III.  
Between Roger de Eyncurt and Alice his wife, *Plaintiffs*, by Robert de Pileslege his attorney, and Robert de Gretwith, and Lettice his wife, *Deforciant*s.

Grant, on a plea of warranty of charter, by Deforciant, in consideration of 36 silver marks, to Plaintiffs, in fee, of a messuage, and 30 acres of land in Haneleye; also the homage and service of Walter de Ryboff and Felicia de Sydenhale.

April 20. Westminster. Within 5 weeks of Easter, 37 Henry III.  
Between Oliver de Odingseseles, *Plaintiff*, and Ralph de Bensey, *Deforciant*.

Grant, on a plea of warranty of charter, by Deforciant to Plaintiff of the manor of Trusseleye; and grant, in consideration thereof, by Plaintiff to Deforciant, for his life, of the capital messuage of the same manor, 113 roods of land, and 6 acres of meadow in the same manor; to wit, that land and meadow lying towards the south, together with a moiety of the services of free men, villeins, escheators, and relief pertaining to the same manor, saving to Plaintiff the homage of free men; and the residue of the same manor to remain to Plaintiff and Alienor and to the heirs of

Plaintiff, at the yearly rent of one pair of white gloves at Easter; and performing a proportionate part of the scutage of the same manor; with reversion to Plaintiff and Alienor and Plaintiff's heirs, at the yearly rent of £8 9s. 6d.; and performing the scutage pertaining to the said manor. Deforciant not to be at liberty to grant, sell, pledge, or let to farm, or alienate in any way, nor to commit waste; but saving to him, for his life, reasonable estovers for housebote and haybote out of the wood belonging to the aforesaid manor.

1254. Westminster. Within 15 days of the Holy Trinity, 38 Henry III.

June 7. Between Ralph de Bensey and Alienor, widow of Oliver de Odingesheles, on a plea that she refused to perform the services for the manor of Trusseleye referred to in the preceding Fine, and did not permit Bensey to have the moiety of the services of the free men of the same manor. Whereupon a plea of "fine made" was summoned, viz., that Bensey granted, for himself and his heirs, that all the tenements which Alienor by the previous fine held in the aforesaid manor, on the day of the date of this fine, together with the homage and all the services of the free men of the same manor, where previously she had only a moiety of the same services, should remain to her, and to the heirs of Oliver, at the yearly rent of a pair of white gloves at Easter; and performing a proportionate part of scutage. And likewise all the tenements which Bensey held on the same day, in the same manor, should, after his decease, remain to Alienor, and to the heirs of Oliver, together with the residue of the same manor, in fee; at the yearly rent of £4, instead of £8 9s. 6d.; and performing, for scutage, whatever pertains to the same manor, for all service. And in consideration of this Fine, Alienor gave to Bensey 19½ silver marks.

June 24.—July 9. Westminster. Within 15 days of S. John the Baptist, 38 Henry III.

Between Nicholas son of Hugh of Broydeston and Joan his wife, *Plaintiffs*, and Baldwin of Breydeston and Katherine his wife, *Deforciant*s.

Grant, on a plea of warranty of charter, by Deforciant to Plaintiffs, and to the heirs of Plaintiff Nicholas, in fee, of 3 ploughlands, 50 acres of wood, and a mill in Snelleston, performing to the chief lords of the fee all the services pertaining to the same tenements. Grant, in consideration thereof, by Plaintiff Nicholas to Deforciant, and to the heirs of Deforciant Baldwin begotten of his wife Katherine, of a ploughland in Chelardeston; performing to the chief lords of the fee all services; with reversion,

in case of the death of Deforciant without such heirs, to Plaintiff in fee.

September 29.—October 13. Westminster. Within 15 days of S. Michael, 38 Henry III.

Between William son of Henry of Adewyk, *Plaintiff*, and Stephen son of John of Breydeston, *Tenant*.

Grant, on a recognizance of great assize, by Plaintiff, in consideration of fifteen silver marks, to Tenant, in fee, of 8 oxgangs of land in Breydeston, at the yearly rent of 6d., and performing the foreign service pertaining to the same.

September 29.—October 27. Westminster. Within one month of S. Michael, 38 Henry III.

Between Robert de Clanmcegan (?), by Ralph de Edwalton his attorney, *Plaintiff*, and Felicia Fitz Roger, by Brian Fitz Richard, her attorney, *Deforciant*.

Grant by Plaintiff to Deforciant, for her life, of 3 oxgangs, 4½ acres of land in La Forde, Henlegh, and Heggestowe, at the yearly rent of half a silver mark ; and performing to the chief lords of the fee all other services pertaining to the same land.

1255 Westminster. Within 3 weeks of Easter, 39 Henry III.

March 28.—April 9. Between Richard son of Richard Ingeram, *Plaintiff*, and Eustace de Folevile, *Deforciant*.

Grant by Deforciant that he and his heirs would thenceforth acquit plaintiff and his heirs of the service which the bailiffs of the Honour of Peveril and John de Eyncurt exacted from him for his free tenement which he held of Deforciant in Oxecroft, whereof Deforciant, who is the mesne between them ought to acquit him ; and whereof Plaintiff complained that in Deforciant's default, the aforesaid bailiffs distrained him to perform suit at the court of the aforesaid Honour from 3 weeks to 3 weeks ; and the aforesaid John de Eyncurt distrained him to perform homage.

March 28.—May 3. Westminster. Within 5 weeks of Easter, 39 Henry III.

Between William son of Henry de Adewyk, *Plaintiff*, and Nicholas de Wermundeswrh', *Tenant*.

Grant by Plaintiff, in consideration of 11 silver marks, to Tenant, in fee, of 5 oxgangs of land in Breydeston, at the yearly rent of 2s., and performing the foreign services pertaining to the same.

June 25. Westminster. The morrow of the Nativity of S. John the Baptist, 39 Henry III.

Between Robert le Vavassur, *Plaintiff*, and Nicholas de Wermundeswrh', *Deforciant*.

Grant, on a plea of warranty of charter, by Deforciant, in consideration of 60 silver marks, to Plaintiff, in fee, of one messuage, and one ploughland in Maperleg', at the yearly rent of a pair of white gloves and one halfpenny at Easter, and performing to the chief lords of the fee all services.

September 29—October 13. Westminster. Within 15 days of S. Michael, 39 Henry III.

Between Ralph de Bensey and Alienor, widow of Oliver de Doddingesheles, concerning the plaint of Ralph that whereas by a fine levied between him, Plaintiff, and Alienor, Deforciant, the manor of Trussle remained to Alienor, and the heirs of Oliver, formerly her husband, to hold of the same Ralph for her life, at the yearly rent of one pair of white gloves, and performing the scutage pertaining to the same manor; and after his decease, of the heirs of the same Ralph, at the yearly rent of £4, but the said Alienor refused to perform these services. Release therefore, on a plea of fine levied, by the said Ralph, in consideration of 15 silver marks, to Alienor, and to the heirs of Oliver, of the same manor, and also of all claim of the £4 yearly, or any other services for the same manor, for ever. Saving to Ralph, and the heirs of his body, one oxgang and 3 acres of land, and one acre of meadow, all of which were held by him in the same manor, on the day of the date of this fine, at the yearly rent of 1d. at Easter for all service, with remainder to the said Alienor in fee. And all instruments previously made between them concerning this manor were to be amended by this fine.

1256 Derby. Within the octaves of S. Hilary, 40 Henry III.

January 13-20. Between Walter, Abbot of Derleg', *Plaintiff*, and Robert de Wynnefeld, *Deforciant*.

Grant, on a plea of warranty of charter, by Deforciant to Plaintiff and his church of S. Mary, Derleg', in frankalmoign, of 6 oxgangs of land in Wystantone, free from all secular service. Plaintiff took Deforciant and his heirs into all the benefits and prayers which should thenceforth take place in their church.

April 16-30. Westminster. Within 15 days of Easter, 40 Henry III.

Between Geoffrey de Langeleg[h], *Plaintiff*, and Robert de Wyleby in Ketstevene, *Deforciant*.

Grant by Deforciant, in consideration of £40 sterling, to Plaintiff and his heirs begotten of his wife Matilda, or in default, to other his nearest heirs, in fee, of 18 librates of land in Ashover, together with the advowson of the church of the same vill., at the yearly

rent of one pair of gilt spurs, or 6d., at Michaelmas, and performing the foreign service due. Release, in consideration thereof, by Plaintiff to Deforciant of all right and claim which he had in all the lands and tenements previously held by Plaintiff of Deforciant in Pleseleg[h] from Deforciant's demise and grant, and likewise in the marriage of Robert, son and heir of Deforciant, or of the other heirs of Deforciant, for ever. And be it known that the fine previously made between the same parties concerning the same lands and tenements in Pleseleg[h] and Ashover, is by this fine annulled.

- 1257 Westminster. Within 15 days of the Holy Trinity, 41 Henry III.  
 June 3-17. Between Aldeluya, widow of Robert le Sauvage, *Plaintiff*, and John le Sauvage whom Jocelin de Steynesby vouched to warrant, and who did warrant him.

Release by Plaintiff to John le Sauvage and his heirs, of the third part of 6 oxgangs of land in Herdwike, of 2 oxgangs of land in Hertistoft, of one messuage and one oxgang of land in Eshveyt, of 2 oxgangs of land in Thorneweyt, of 3 oxgangs in Nerthorp, of 40 acres of land in Westwode, of one messuage and one oxgang of land in Steynesby, of 2 oxgangs of land in Heth, of one messuage and 2 oxgangs of land in Holecote, of 100 acres of assart in Nortwode, of 50 acres of land in Brodewode and Tharllercrof, of 30 acres of land in Le Hallesclyf, of 30 acres of land in Soudherdewik, of 30 acres of land in Frythewode, of 12 acres of wood in Gryves, all of which she claimed as dower. And also release by the same to Joceline and his heirs of all right and claim which she had to dower in all other lands and tenements which Joceline and William son of Petronilla of Heth held in fee in the soke of Steynesby. Grant, in consideration thereof, by John le Sauvage to the aforesaid Aldeluya, for her life, of 40 shillings annually. Grant also by Joceline to the same, for her life, of 3½ silver marks.

- September 29—October 13. Westminster. Within 15 days of S. Michael, 41 Henry III.  
 Between Anker de Frescherville, *Plaintiff*, and Walter, Abbot of Derleye, by Robert de Makeneye, his attorney, *Deforciant*.  
 Release, on an assize of last presentation, by Plaintiff, in consideration of 15 silver marks to Deforciant, in frankalmoign, of the advowson of the church of Alwoldestone as a chapel pertaining to the mother church of S. Michael, Derleye.
- November 11-25. Nottingham. Within 15 days of S. Martin, 42 Henry III.  
 Between Robert de Clamorgan, *Plaintiff*, and Robert Fitz Walkelin and Emma 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 a messuage, and an oxgang of land in La Forde, at the yearly rent of 6d. for all service, suit of court, custom, and exaction.

1258 Derby. Within the Octaves of S. Hilary, 42 Henry III.

Jan. 13-20. Between William son of William Tysun, *Plaintiff*, and William Tysun, *Deforciant*.

Grant, on a plea of warranty of charter, by Plaintiff to Deforciant, for his life, of 3 messuages, and 2 virgates and 9 acres of land in Pulteneye, at the yearly rent of a clove gillyflower at Christmas, and performing to the chief lords of the fee all other services pertaining to the aforesaid tenements.

Jan. 13-20. Derby. Same date.

Between William son of Henry of Athelwyk, *Plaintiff*, and William son of Henry of Breydestone, *Tenant*.

Grant, on a recognizance of great assize, by Plaintiff, in consideration of 4 silver marks, at the request of Tenant, to master John de Derby, in fee, of 3 oxgangs, and 10 acres of land in Breydestone, at the yearly rent of 2s. This fine was made in the presence, and with the consent, of Alice, Tenant's wife, who was enfeoffed of the aforesaid land together with her husband.

Jan. 13-20. Derby. Same date.

Between William son of Henry of Athelwyk, *Plaintiff*, and Elias Fitz Odo, Henry Attegrene, Roger de Angulo, Alan son of Geoffrey of Breydestone, and Nicholas Fitz Elias, *Tenants*.

Grant, on a recognizance of great assize, by Plaintiff, in consideration of 10 marks sterling, to Tenant Elias Fitz Odo, in fee, of 2 oxgangs of land, except  $\frac{1}{2}$  acre, in Breydestone; to Tenant Henry Attegrene, in fee, of 2 oxgangs of land, except  $\frac{1}{2}$  acre, in the same vill; to Tenant Roger de Angulo, in fee, of 2 oxgangs of land, except  $\frac{1}{2}$  acre, in the same vill; to Tenant Alan son of Geoffrey of Breydestone, in fee, of one oxgang of land, except 1 rood, in the same vill; and to Tenant Nicholas Fitz Elias, in fee, of 3 oxgangs of land, except 1 acre, in the same vill, at the yearly rent of 6d. for each oxgang, and performing the foreign and all other services.

Nicholas de Wermundesworth doth put in his claim.

Jan. 13-20 Derby. Same date.

Between William son of Henry of Athewyk, *Plaintiff*, and

Roger Duredent, whom Nicholas de Wermundesworth vouched to warranty, and who did warrant him.

Grant, on a recognizance of great assize, by Plaintiff, at the request of Roger Duredent, to Nicholas de Wermundesworth, in fee, of 4 oxgangs of land in Breydestone, at the yearly rent of 2s. and performing all other services. And release by same Roger to Plaintiff and his heirs of all claim in the same land, and also in the homage and services of said Nicholas and his heirs for ever. And moreover the same Roger gave to Plaintiff 40s. sterling.

Jan. 13-20. Derby. Same date.

Between Hugh de Stredleg[h], *Plaintiff*, and Adam de Camera and Albred 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  $4\frac{1}{2}$  acres of land, and the moiety of a toft in Wardelawe, at the yearly rent of  $\frac{1}{2}$ d. at Pentecost, and performing to the chief lords of the fee all other services.

Jan. 13-20. Derby. Same date.

Between Alexander Le Mercer of Esseburne, *Plaintiff*, and Simon de Combrugge and Sarah his wife, *Deforciant*s.

Grant, on a plea of warranty of charter, by Deforciant, in consideration of 13 silver marks, to Plaintiff, in fee, of  $2\frac{1}{2}$  oxgangs of land in Helintone; at the yearly rent of one pound of cummin at Michaelmas, and performing to the chief lords of the fee all other services.

Jan. 13-20. Derby. Same date.

Between William Fitz Gamel and Margery his wife, *Plaintiff*s, and Richard le Keu, *Tenant*.

Grant, on a plea of mort d'ancestor, by Plaintiff, in consideration of 24s. sterling, to Tenant, in fee, of a toft in Esseburne.

The Dean and Chapter of Lincoln and the vicar of Esseburne do put in their claim.

Jan. 13-20. Derby. Same date.

Between Hugh de Akovere, *Plaintiff*, and Nicholas de Wermundesworthe and Joan his wife, *Deforciant*s.

Grant by Deforciant, in consideration of 55 silver marks, to Plaintiff, in fee, of 3 carucates of land, 50 acres of wood, and a mill in Snellestone. And Deforciant did deliver up in court to Plaintiff all the muniments which they had relating to the aforesaid tenements.

Jan. 13-29. Derby. Within 15 days of S. Hilary, 42 Henry III.

Between Roger Duredent, *Plaintiff*, and Nigel de Langeford, *Deforciant*.

Release by Plaintiff to Deforciant, in fee, of the reasonable estovers exacted by Plaintiff in Deforciant's woods in Langeford, to wit, in his park, and in all other his woods in the same vill, for housebote, haybote, and for burning and inclosing; with liberty to inclose the same park with a ditch and haw, and to make his profit thereof, at his pleasure, without any estovers, or any common which Plaintiff or his heirs could claim in the same park, so that if Plaintiff's cattle, through any defect in the ditch or inclosure, entered the same park, they should not be imparked, but should be driven back, without any detriment, or without making any amends for the damage they might do. Grant also by Plaintiff that Deforciant and his heirs might at his pleasure rebuild all buildings, and likewise re-inclose by a haw all assarts, by him previously made and inclosed in Langeford and Wudehuse, and which, at Plaintiff's suit, were, by the judgment of the King's Court, afterwards thrown down, saving to Plaintiff and his heirs common of pasture in the same assarts, for all kinds of cattle, with free ingress and egress with the same, after the hay and corn are carried.

Grant, in consideration thereof, by Deforciant that Plaintiff and his heirs might have and take his reasonable estovers in all other woods and moors of Deforciant in Langeforde and Bubeldene, without the view of his foresters, for building, burning, and inclosing, in perpetuity, except a certain place called Le Parrok, in which Deforciant's fowleries are situate, where it shall not be lawful for Plaintiff or his heirs to cut down or take any estovers. And moreover Deforciant gave to Plaintiff, in fee, one mark of yearly rent out of a certain water mill in Langeforde called Bubeldene-mylne, with power to distrain on the iron of the same mill, in case of non-payment; and in case the mill should fail at any time, then to distrain on chattels of Deforciant found in the aforesaid assarts.