

VI.—THE CLERVAUX CHARTULARY,
 WITH ABSTRACTS OF THE DEEDS CONTAINED IN IT WHICH
 RELATE TO THE PROPERTY OF THE FAMILY OF CLERVAUX
 IN THE COUNTY PALATINE OF DURHAM.

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[Read on the 28th April, 1920].

In attempting to give a summary account of the contents of the chartulary of the Clervaux family, I have found my labours at once lightened and forestalled by the late Mr. W. H. D. Longstaffe, who used it freely for the purpose of his genealogical account and pedigree of Clervaux and Chaytor.¹ It was the foundation of a very full and accurate history of the family descent, of which it is satisfactory to record, after testing it carefully, that it leaves nothing of importance to be revised or corrected; while its thoroughness and lucidity are characteristic of the work of a writer who occupied a high position among the British antiquaries of his day and is justly honoured by this society, with the proceedings of which he was so intimately connected. At the same time, there are a few general points in connexion with the volume upon which he left no comment, and the details regarding the Clervaux property in Darlington and the neighbourhood, being comparatively of little account to his main purpose, were not fully treated by him. A note upon the volume itself, by Mr. Robert Blair, has recently appeared in the society's *Proceedings*²; and the present paper is confined as far as possible to material which hitherto has not been printed.

¹ Included in *Hist. and Antiq. of the parish of Darlington*, 1854, pp. lix-lxxx: the illustrated pedigree (17 pp.) has no pagination.

² 3rd. ser., vol. ix, p. 98.

It is necessary, however, to state that the fortunes of the family as landholders in the neighbourhood of Darlington were laid by Robert, son of Robert of Clervaux, a citizen of York, who, some time before the middle of the thirteenth century, acquired a considerable estate in Croft by advancing money upon a mortgage to Roald and Henry, sons of Roald son of Alan the constable of Richmond. Nothing can be said definitely of the origin of the Clervaux family before its appearance in the person of Robert son of Robert; and 'Sir Hammon Clervaux, who came into England with William the Conqueror, who gave him certaine landes without Bothome juxta York,' was probably more familiar to the Elizabethan genealogists who vouched for his existence than to the Conqueror or to his neighbours in Bootham. It is obvious, however, that the name Clervaux (*de Claris Vallibus*) is derived from some place in France; and it may at least be hazarded that the ancestors of the family were tenants upon the property of the famous Cistercian abbey of Clairvaux and acquired holdings from abbeys of the same order in England. This conjecture receives some support from the fact that one Robert of Clairvaux, probably the first of the family who gained a footing at Croft, or his father, appears as a tenant of the abbot and convent of Fountains at Long Marston, near York, in the time of abbot Stephen Eston, who died in 1252³; while one Henry of Clairvaux appears among the witnesses to a charter of William, earl of Aumâle, who died in 1260, confirming property at Crosthwaite, Cumberland, to the same abbot and convent.⁴ It will be remembered that Fountains was directly connected by affiliation with the abbey of Clairvaux, so that this is at least a possible clue to the provenance of a family which it is difficult to connect with any place in the nearer parts

³ *Chartulary of Fountains Abbey*, ed. W. T. Lancaster, 1915, II, 544 (Merston, no. 115).

⁴ *Ibid.* I, 60 (Allerdale, no. 70).

of France. Another family of the same name was settled in Huntingdonshire, at any rate as early as the beginning of the fourteenth century ; but there appears to have been no recognised relationship between the two families, although they may have had a common ancestry.⁵

The Clervaux possessions in Croft were increased by John son of Robert and largely extended during the reign of Edward II by William son of John, who consolidated the family estates in Richmondshire. His successors were able to enhance their position by a series of excellent matches. His son John Clervaux the elder married Eleanor, daughter of Sir Alexander Percy ; in the next generation Sir John Clervaux (d. 1390) married Beatrice, daughter of Sir John Mauleverer. John Clervaux, living in 1416, married Isabel, daughter of Richard of Richmond, who, by his marriage with the daughter and heiress of William Burgh, founded the second family of Burgh of Catterick. The saltire which appears upon the font at Catterick, probably given by Isabel's nephew William Burgh, is most likely that of Clervaux.⁶ Sir John Clervaux, fourth in descent from William, married Margaret, second daughter of Ralph, first lord Lumley, and niece of Ralph, first earl of Westmorland ; and their son Richard, who succeeded his father in 1443, married Elizabeth, daughter of Sir Henry Vavasour of Haselwood, co. York.

It is to the pride of Richard Clervaux that we owe the compilation of the chartulary. In January, 1464-5, he obtained the

⁵ The first of the Huntingdonshire family named in the Patent or Close rolls is Elias Clervaux, implicated in 1332 in a breach of the abbot of Ramsey's closes at Houghton, St. Ives and Huntingdon (*Cal. Pat. Rolls* 1330-4, p. 387). A Hugh Clervaux, rector of Aylmerton, Norfolk, occurs in 1242-3 (*ibid.* 1232-47, p. 357). One William Clervaux held half a knight's fee in Enborne, Berks., in 1249 (*ibid.* 1364-7, p. 267). John Clervaux, archdeacon of Suffolk 1373-83 (*ibid.* 1381-5, p. 129 ; *Le Neve* II, 487-8) may have been one of the Huntingdonshire family ; but there is some probability (see page 226 n.) that he belonged to the Yorkshire house.

⁶ See McCall, *Richmondshire Churches*, 1910, pp. 24, 26.

lordship of Croft from John, fourth lord Scrope of Bolton, by an exchange of lands in Stapleton, Cleasby, Jolby and York ; but, for some years before thus acquiring a tenancy in chief, he was known as lord of Croft, and a licence for an oratory in his dwelling-house at Croft, granted by William Gray, archdeacon of Richmond, on 14 March, 1453-4, was issued to him under the title ' domino de Croft ' ⁷ He died in 1490, after successfully weathering the political troubles of his day, and was knighted a few years before his death by Henry VII. The Latin epitaph upon his enormous table-tomb in the south aisle of Croft church, while it records a devotion to the house of Lancaster suitable in one who was honoured by Henry VII, implies also that the claims of blood-relationship to the crown through his mother excused his temporary fidelity to the house of York :

CLERVAUX RICARDUS JACET HIC SUB MARMORE CLAUSUS,
 CROFTE QUONDAM DOMINUS HUIC MISERERE DEUS.
 ARMIGER HENRICI REGIS PRO CORPORE SEXTI,
 QUEM DEUS EXELSI DUXIT AD ASTRA POLI,
 SANGUINIS EDWARDI QUARTI TERNIQUE RICARDI
 GRADIBUS IN TERNIS ALTER UTRIQUE FUIT,
 QUI OBIIT ANNO DOMINI M^oCCCCLXXXX.

' Entombed beneath marble here lies Richard Clervaux, sometime lord of Croft : have mercy on him, God. Esquire of the body to King Henry the sixth, whom God brought to the stars of high heaven, he was of the blood of Edward IV and the third Richard in the third degree and was also esquire to both. Who died in the year of our Lord 1490.'

Longstaffe's translation misses the point of *alter*, which refers to *armiger pro corpore* ; and it must be owned that the author of the epitaph was hampered in clearness of expression by the exigencies of Latin verse. It would be unkind to apply the reproach of the vicar of Bray to a gentleman whose

⁷ Reg. Archid. Richmond, 1442-75, fo. 25d. (MS. Raine, p. 28

affection to his exalted relations prevented him from taking a side in their domestic quarrels. A loyal subject of Edward IV in 1470, he appears to have welcomed the restoration of Henry VI in 1471, and was duly pardoned by Edward in 1472. His Huntingdonshire contemporary John Clerevaux, it may be remarked, was equally loyal to the crown, irrespectively of its wearer. With Richard Clervaux the family fortunes reached their height. On the death of his great-great grandson, a child of six, in 1591, the Clervaux estates passed to his first cousin Anthony Chaytor, son of Christopher Chaytor, of Butterby in the bishopric, by Elizabeth, daughter of William Clervaux of Croft.

To judge by internal evidence, the chartulary was begun about 1450, some seven years after Richard Clervaux came into his inheritance. The greater part is written in a large and rather straggling hand of the formal cursive type and is divided, after the usual manner of chartularies, into sections relating to the various places in which the property of the family was held. It contains 167 leaves, numbered in red ink in a sixteenth-century hand, not including the fly-leaf. The first three leaves contain miscellaneous documents relating to Croft; but the actual book begins on fo. 4, which is indexed in the bottom right-hand corner jA., and is arranged in quires of four sheets and eight leaves each, the sheets being indexed ijA, iijA, iiijA, followed similarly (fo. 12) by jB, etc. On fo. 21 jC is omitted, but fo. 22 is marked ijC. Ff. 28-36 constitute D, fo. 35 being an inserted slip. Then follow E (ff. 37-44), F (ff. 45-52), G (ff. 53-60), H (ff. 61-68), I (ff. 69-76), K (ff. 77-84), L (ff. 85-92), M (ff. 93-100), N (ff. 101-8), O (ff. 109-16), P (ff. 117-24), Q (ff. 125-32), and R (ff. 133-40). Quire S (ff. 141-8), which actually closes the book, is not lettered. Ff. 149, 150 are a single sheet; and ff. 151-67 are a double quire, the number fo. 163 being omitted and fo. 164 numbered

twice. The second fo. 164 is, however, an inserted slip, which accounts for the discrepancy in numbering. All the later part from fo. 149 forms a supplement, which was probably completed before the death of Marmaduke, the younger son of Richard Clervaux, in 1408-9. Everything from fo. 4 to fo. 143, apart from later marginal notes, is in the hand of the original compiler; but from a point on fo. 143 to the end of quire S is a series of documents written in more than one hand. It was, however, undoubtedly the original clerk to whom, at the bottom of fo. 148 d, where the last quire which he used closes, a couple of singularly clumsy hexameters refer:

Cressi cognomen scriptor det deus sibi omen
 Scripsit temporamen clerueis que honoris amen.

'The writer, his surname Cressi, God give him good hap! wrote the record of the temporal goods and honour of Clervaux. Amen.' Whether these lines were written by the clerk himself, possibly a domestic chaplain, or were composed in his honour by one of his continuators, they show a remarkable inattention to any rules of versification, quantity and accident. *Temporamen* is a word unknown to dictionaries and may have been coined to rhyme with *amen*: its meaning appears to be that given above.

If the compiler did his work *con amore*, he was neither a skilful nor accurate copyist. Even in the best regulated chanceries, where the process of registration was most highly developed, words may be misread, lines dropped out and genders confused; and we expect a somewhat lower standard from a private register. Mistakes of this kind, however, are so habitual in the present volume that we may assume that its writer's knowledge of Latin was somewhat defective and that he kept a very careless eye on his originals. In copying the numerous York documents, he suffered from his ignorance of local topography. In the headings

prefixed to the groups of charters referring to the several streets, his spelling is quite unguided by precedent; and in his copy of the long will of John Clervaux, citizen and apothecary of York (1367), the church of St. Crux (*sancte Crucis in Fossegate*) appears under the singular disguise of 'sancte Crucis infeoffate,' a mistake due to faulty reading supplemented by inattention to spelling.

He also systematically left out dates of charters and names of witnesses. It is probable that many of the early charters with which he had to deal were originally undated, as private charters frequently are even as late as the fourteenth century. While, however, this may be assumed of thirteenth-century charters, of which there are many scattered through the book, most of the documents which he had to copy must have been dated. The only dates, however, which he included, with a very few exceptions and apart from those contained in the tenor of leases for a term of years, are those of powers of attorney granted for the delivery or receipt of seisin. Most of the charters therefore can be dated only approximately. The omission of the names of witnesses is more serious, though it may be excused by the fact that the compiler had no obligation to keep modern genealogists and their needs in view. Such lists of names, it is true, in merely local charters are often unproductive to the searcher; but they occasionally are of great value in proving or bringing to light a forgotten or doubtful identity, and this is illustrated by the instances already quoted from the Fountains chartulary.

The contents of the Clervaux chartulary may be analysed succinctly as follows under the headings of the various places concerned. The documents, though varying in character, are referred to for convenience's sake as charters.

CROFT (ff. 4-55) 332 charters, viz. 199 title-deeds of property acquired between c. 1240 and the beginning of the fifteenth

century (ff. 4-33), 10 charters of property acquired by Richard Clervaux (ff. 33d-34d), and 123 charters of free tenants sometime of Croft (ff. 33d-55).

JOLBY, a hamlet of the lordship of Croft (ff. 55-62), 46 charters.

LORDSHIP OF WALMIRE (ff. 62d-63d), 12 charters.

LORDSHIP OF EAST COWTON (ff. 63d-76d), 73 charters, viz. : 56 charters of the lordship (ff. 63d-73d) and 17 charters of free tenants (ff. 73d-76d).

CITY OF YORK AND SUBURBS (ff. 76d-112), 171 charters, viz. : Walmgate (ff. 76d-79d), 15 ; Fossgate (ff. 79d-81), 5 ; Colliergate (ff. 81-84), 11 ; St. Saviourgate (ff. 84-86d), 14 ; Dinningdyke (ff. 86d-89), 16 ; Goodramgate (ff. 89-90d), 3 ; Aldwark (ff. 90d-92), 8 ; Monkgate (ff. 92-96d), 15 ; Jubery (*sic*, ff. 96d-98), 10 ; Huntington (ff. 98, 99), 3 ; Jubbergate (f. 99 and d.), 3 ; Shambles (*Carnificium*, ff. 99d., 100), 2 ; Glovergate (ff. 100, 101), 6 ; Fishergate (ff. 101-103d), 16 ; Ousegate (ff. 103d-104d), 7 ; Micklegate (ff. 104d-106d), 8 ; Micklegate green (ff. 106d-109), 12 ; 'Marketskyre' (ff. 109-110d), 9 ; various fines (ff. 110d-112), 8. The heading of the last section, *Nunc de finis Reg'*, is a remarkable example of the curious Latinity of the volume.

Farm with rents of STAPLETON (ff. 112-116d), 28 charters.

Tenements, land with rents of DARLINGTON (ff. 116d-126d), 62 charters.

Land with rents of HURWORTH (ff. 126d-128), 8 charters.

GREAT SMEATON (ff. 128-130d), 15 charters.

WARLABY, in Ainderby Steeple (ff. 130d, 131), 4 charters.

STOKESLEY (fo. 131 and d), 4 charters.

SOWBER (Solberge), in Kirkby Wiske (ff. 131d-133), 11 charters.

THRINTOFT, in Ainderby Steeple (ff. 133d-134d), 9 charters.

YEDINGHAM, in the East Riding (ff. 134d-136d), 11 charters.

DONCASTER (ff. 136d, 137), 3 charters.

IRTON BY SEAMER (ff. 137d-138d), 3 charters.

Marriage settlements and feoffments of Darlington, Stapleton, etc. (ff. 138d, 139), 6 in number.

Wills (ff. 139d-143), 7 in number, viz. : John Clerevaus, 1283 (ff. 139d, 140), younger son of Robert son of Robert Clervaux ; Maud Clerevaus, 1297 (fo. 140), widow of the preceding ; Helwise, wife of Nicholas Clervaux, 1282 (fo. 140 and d), Nicholas being the third son of Robert son of Robert ; John Clervaux, citizen and spicer (*apothecarius*) of York, 1357 (ff. 140d-142), grandson of Nicholas Clervaux ; John Clervaux, citizen of York, 1344 (fo. 142), son of Nicholas Clervaux and father of the preceding ; John Clervaux of Croft, 1390 (fo. 142 and d), great-grandfather of Richard Clervaux (ff. 142d, 143) ; John Clervaux, knight, 1443 (ff. 142d, 143), father of Richard Clervaux and grandson of the preceding.

The next seven documents (ff. 143d-144d) relate to Richard Clervaux. Five are grants from Henry VI between February, 1443-4 and November, 1447, when he was appointed escheator in Yorkshire. These are followed (fo. 144) by letters patent of Robert Neville, bishop of Durham, 20 April, 1445, granting to Richard a yearly rent of 100s. for life, to be paid in two equal portions at Whitsuntide and Martinmas by the hands of the coroner of Darlington ward, and by a grant (fo. 144d) from Ralph, second earl of Westmorland, 20 January, 1447-8, of a yearly pension of 6*l.* 13*s.* 4*d.* for life out of the manor of Oxenhall by Darlington. The bishop of Durham, a son of the first earl of Westmorland, was first cousin to Richard Clervaux's mother, while the second earl was Richard's first cousin once removed. The hand in which these documents are written is smaller than the hand responsible for the 803 documents beginning on fo. 4, but otherwise does not differ from it materially.

43 documents of a miscellaneous character, in various hand-writings, cover ff. 144d-148d. These belong to the years 1448-68,

except a series referring to the connexion of the house of Scrope with the Clervaux property (ff. 148 and d), the dates of which are 1299-1325. The rest concern for the most part Croft, Jolby, Eryholme, Cleasby and Hutton Magna. At the foot of fo. 148d are the hexameters already described, giving the name of the compiler.

The supplementary double quire contains 65 documents (ff. 149-62d) of the time of Richard Clervaux. On ff. 163 and d are two documents relating to Marmaduke Clervaux, the second of which is an unfinished draft of his will, probably in his own hand.⁸ Fo. 164d, the inserted slip which is actually fo. 165d, contains a short list of rents paid out of Oxenhall; while the remaining documents to fo. 167d concern East Cowton.

Apart from the documents enumerated there are nine relating to Croft on the supplementary leaves (ff. 1-3d) at the beginning of the book, and two indentures of a later date on loose sheets. Longstaffe gave the total number of documents as 949, which is approximately right; but he appears to have counted several which are really parts of the same as belonging to more than one.

It need hardly be said that the great interest of the chartulary consists in the picture which it gives of the growth of the family property. A family which has made money in an important trading centre acquires land and rents by means of loans to necessitous land-owners. While its younger branches continue its commercial traditions in York, the elder rises in social status and becomes one of the chief houses in the north of the county and allies itself to the leading families of the neighbourhood. Otherwise, the interest of the volume is largely local. The bulk of the property lay in a small and compact area in Richmondshire and within the single wapentake of Gilling East, and so much of it as was in the bishopric lay close to Croft, at Darlington and

⁸ Printed by Longstaffe, *op. cit.*, pp. lxxii, lxxiii.

Hurworth. The long series of York charters and the small sections relating to Yedingham and Doncaster take us further afield, but their general historical value is as limited as that of the rest. It may be said that the ordinary chartulary appeals as a whole to three main classes of students, the student of feudal tenures, the genealogist and the topographer. Of tenures the present volume supplies no very striking or exceptional examples, while the absence of names of witnesses is a drawback to its genealogical value. The topographical historian, however, will find in it abundant material for study. The York charters are of special importance, as adding their quota to the already rich fund of documentary evidence for the reconstitution of the mediaeval topography of the city ; while the Croft series supplies a very large number of field-names, and an instance of a similar kind will be seen in the Hurworth documents calendared in the sequel. Here, too, the student of place-names will find benefit.

The portion of the volume of which an abstract follows is small and relates purely to property within the bishopric at Darlington and Hurworth. Abstracts are also given of one or two documents of special interest to our society. A few of the earlier Darlington charters are translated in full, as examples of the complete charter form. Otherwise, only the essential portions of each document are translated. It would have been interesting to include the family wills, of which Mr. Longstaffe gave only a cursory summary ; but the best of them belong to the York branch of the family and are therefore outside the main purpose of this article. As one of the family marriage settlements concerns Darlington, and as they form an unusually good series, they have all been calendared, and that of Richard Clervaux is given in its original French. The Darlington charters follow no very logical arrangement, and the identification of the various pieces of property as described in different documents is rather perplexing : they have been

left in their original order, as an attempt to arrange them otherwise would lead to some confusion. At the end of the abstracts will be found a collection of enrolments bearing upon the Clervaux family, taken from the printed calendars of the Patent and Close rolls, which adds a few details to Mr. Longstaffe's account. For a wider view of the history of the house and of the part which it played in the affairs of the north of England, that admirable compilation, the result of labour of the most minute and patient kind, will furnish all that is necessary.

My thanks are due to the owner of the chartulary, Sir Edmund Chaytor, who, through the kind offices of Mr. Edward Wooler, F.S.A., and Mr. Robert Blair, F.S.A., has allowed me to be its custodian for the purposes of my work upon it, some of the results of which are now presented to the society.

I.—DARLINGTON CHARTERS.

1 [fo. 116d]. To all who shall see or hear this charter, William son of Muriel de Oxenhale, eternal health in the Lord. Know ye that I have given, granted and by my present charter confirmed to Stephen Miller (*Molendinar'*) of Nether Conesclive and to Emma his wife my whole land with the appurtenances which I have in the field of Derlington, lying in Granhoubothum in divers places, together with an acre and a half of the land that should revert to me after the death of Pernell (*Petronille*) sometime the wife of John son of Christine de Oxenhale, which she has by the name of dower, and with the yearly rent of a penny and a half-penny, which the same Pernell was wont to render me yearly for the same land by the name of farm. To have and to hold to the aforesaid Stephen and Emma his wife and the heirs and assigns of the same Stephen of the chief lords of that fee by the services therefrom due and accustomed, freely, quit, entirely, well and in peace, with all the appurtenances, liberties and easements that pertain to the whole land aforesaid, for ever. And I William and my heirs will warrant and defend for ever my whole land aforesaid, even as it lies in Granhoubothum with the appurtenances, together with an acre and a half of the land aforesaid that

should revert to me after the death of the said Pernell, together with the yearly rent of a penny and a halfpenny which she was wont to render me yearly for the same land by the name of farm, as is aforesaid, to the aforesaid Stephen and Emma his wife, the heirs and assigns of the same Stephen, against all men and women. In witness whereof I have set my seal to the present charter. These being witnesses. [Early 14th century.]

2 [fo. 116d]. To all etc., Stephen Miller of Conescline and Emma his wife, eternal, etc. Know ye that we of our unanimous advice and consent and our free will have given, granted and by our present charter confirmed to William Clervaus of Croft our whole land with the appurtenances which we have in the field of Derlington, lying in Granoubothum in divers places, equally with an acre and a half of the land that should revert to us after the death of Pernell sometime the wife of John son of Christine de Oxenhale, which she has by the name of dower, and with the yearly rent of sixpence which the same Pernell was wont to render us yearly for the same land by the name of farm at the four terms of the year appointed in the bishopric of Durham. To have and to hold to the aforesaid William, his heirs and assigns, etc., for ever. And we, Stephen and Emma and our heirs, will warrant and defend for ever [the premises specified] to the aforesaid William Clervaus, his heirs and assigns, against all folk. In witness whereof we have set our seals to the present charter. These being witnesses. [Early 14th century.]

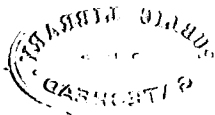
3 [ff. 116d, 117]. To all to whom the present writing shall come, Emma who sometime was the wife of Stephen Miller of Nether Conyscliff, everlasting health in the Lord. Know ye that I in my lawful power and widowhood have released, remitted and quitclaimed altogether, as concerning me and my heirs for ever, to William Clervaus of Croft, his heirs and assigns, the whole right and claim which I ever have had or have or in any case may have in all the lands and tenements in Granothbothem in the territory of Derlington, the which William had sometime of the gift of Stephen Miller my husband. So that neither I Emma nor my heirs nor any other man in our name shall be able henceforward to exact or vindicate any right or claim for the future in the aforesaid lands and tenements with their appurtenances in the territory of Derlington. In witness whereof I have set my seal to the present writing. These being witnesses. [Early 14th century.]



4 [fo. 117]. Let them that now are and shall be know that I John son of Adam Warde of Derlington have given, granted and by this my present charter confirmed to William Cleruaus of Croft a yearly rent of eight shillings issuing from a tenement in Derlington wherein Stephen de Alverton dwells, and which the same Stephen was wont to render me yearly from the said tenement. To have and to hold to the aforesaid William, his heirs and assigns, well and in peace for ever, receiving the said yearly rent year by year at the four terms of the year, to wit at the feasts of St. Cuthbert in March, of the Nativity of St. John the Baptist, of St. Cuthbert in September and St. Martin in the winter, by equal portions. And I John and my heirs will warrant and defend for ever to the aforesaid William, his heirs and assigns, the aforesaid yearly rent of eight shillings against all folk. In witness whereof I have set my seal to this charter. These being witnesses. [Early 14th century. cf. no. 49.]

5 [fo. 117]. Be it clear to all men by these presents that I John Alman of Derlington, clerk, have attorned and put in my place my beloved in Christ John Leuerour, clerk, and John Barton of Derlington, my trusty attorneys in conjunction and severally and either of them by himself and in gross, to sue, recover and receive in my name and levy all the debts, rents, damages and arrears that are and should be due to me from all my debtors and any persons, tenants or other ministers of mine soever within the bishopric of Durham; giving also and rendering to the same my attorneys in conjunction and severally, as is premised, full power to distrain for the aforesaid debts, etc., and any part of the same in my name, and likewise to do and pursue the rights and customs in usage in those parts, and to audit the account of my bailiffs, farmers and receivers, and to make acquittance where it shall be necessary, and to do in the premises and about them all and sundry the other things which I should do if I were present in person. And I shall hold as ratified and approved whatsoever the aforesaid my attorneys or either of them, they or he, shall do in the premises or in any of the premises. In witness whereof I have set my seal to these presents. Given at Derlington on the 22nd day of the month of September in the fifth year of the reign of king Henry the fourth. [1404.]

6 [fo. 117 and d]. To all who shall see or hear this writing John Alman, clerk, everlasting health in the Lord. Know ye that I have given, granted and by this my present writing confirmed to John Cleruaux of Croft a



burgage with a garden lying in the town of Derlington between the burgage of Thomas Surtays, knight, on the eastern side, and the burgage of Thomas Copper on the western side. I have given also and granted to the aforesaid John Clervaux a free rent of twenty shillings yearly from a burgage of John del Myres in the aforesaid town of Derlington upon le burghrowe between the burgage of Ralph earl of Westmerland on the north side and the burgage of John Ukerby, chaplain, on the south side. To have, hold and receive [the premises specified] to the aforesaid John Cleruaux, his heirs and assigns, of the chief lords of that fee by the services therefrom due and accustomed for ever. And I the aforesaid John Alman and my heirs will warrant, etc. [the premises specified] to the aforesaid John Clervaux, his heirs and assigns, against all mortal men. In witness whereof I the aforesaid John Alman have set my seal to this present writing. These being witnesses. [1404.] Note in a late 16th century hand at the foot of fo. 117: 'Burgagium Jacens in lee Burow-rowe.'

7 [fo. 117d]. Letters of John Alman, clerk, appointing John Leuerour, clerk, and Nicholas Bewyk his attorneys to deliver seisin of the property specified in no. 6 to John Cleruaux of Croft. Given at Norwich, 6 October, 6 Henry iv. [1404.]

8 [fo. 117d]. Let them that now are and shall be know that I Robert Brune of Derlington have given, granted and by my present charter confirmed to William Cleruaus of Croft a messuage in Derlington, even as it lies in length and breadth in the street which is called Hundegate between the messuage of Robert the cobbler (*sutoris*) and the messuage sometime of Adam de Troieshend'. To have and to hold to the aforesaid William, his heirs and assigns, of the chief lords of that fee by the services therefrom due and accustomed, freely, in quiet, entirely, well and in peace, with all the appurtenances, liberties and easements which pertain everywhere to the aforesaid messuage for ever. And I Robert and my heirs will warrant, etc. In witness whereof I have set my seal to the present charter. These being witnesses. [Early 14th century, before 1324-5.] Marginal note in a late 16th century hand: 'Messuagium Jac' in vico de Hungate in question.'

9 [fo. 117d]. Release and quit-claim in her widowhood by Joan who was the wife of Robert Brome to William Cleruaus, his heirs and assigns, of all her right and claim in the property specified in no. 8, which was

sometime of Robert her husband, by reason of dower or for any other reason. Given at Derlington on Monday after the feast of the Purification of B.V.M., A.D. 1324. [3 February, 1324-5.]

10 [fo. 117d]. Charter of Ralph son of John de Blakewel, giving, granting and confirming to William de Cleruaus, his heirs and assigns, a yearly rent of 7s. 4d. issuing from a messuage which John de Derlington holds of the grantor, lying between the messuage which was [*the description is omitted*]. The rent to be paid at the four terms of the year, viz. : Whitsuntide, St. Cuthbert in autumn, St. Martin in the winter and St. Cuthbert in Lent. To hold of the chief lords of the fee by the services due and lawfully accustomed. Distrain and warrant clauses. [Early 14th cent.]

11 [ff. 117d, 118]. Charter of William, son of Adam Redhod of Derlington, giving, granting and confirming to William Cleruaus of Croft, his heirs and assigns, 18s. yearly rent, viz. : 10s. issuing from the tenement in Derlington wherein Robert Brune dwells,⁹ and 8s. from the tenement wherein John Brusse dwells in the same town. To hold of the chief lords of the fee, etc. The rent to be paid at the four [*sic*] terms appointed in the bishopric of Durham, viz. : at St. Martin in the winter so much, and at St. Cuthbert in March so much. Warrant clause. [Probably 1321; see no. 24.]

12 [fo. 118]. Charter of William, son of Adam de Stokesley, giving, granting and confirming to William de Cleruaus of Croft, his heirs or assigns, a messuage with the appurtenances in Derlington, lying in Blackwellgate between the messuage sometime of Thomas Arthur on the east and the messuage of Ives (*Iuonis*) Bell wherein William called Tannek resides on the west. To hold of the chief lords, etc. Warrant clause. [Early 14th century.] Marginal note as before : 'Blackwelgait.'

13 [fo. 118]. This indenture witnesseth that John Cleruaux of Croft, knight, has granted and demised to farm to Stephen Hardsang of Derlington and Maud his wife, a burgage in Derlington in the street called Skynnergate with a dovecot, lying between the burgage of John Nonwyk on the south side and the burgage of John Sharp on the north side. To have and to hold the aforesaid burgage and dovecot, with all their appurtenances, to the aforesaid Stephen and Maud his wife for the term of their lives in survivorship, of the chief lords, etc. ; rendering

⁹ See nos. 8 and 9.

thence yearly to John, his heirs and assigns, 6s. 8d., payable at St. Martin in the winter and Pentecost next after the date of these presents. Stephen and Maud shall keep up and maintain the premises in all respects, and shall so demise by view of four trustworthy neighbours what shall be found (*reperitum*) for them by John Nonwyk, the tenant till Whitsuntide. Distrain clause for forty days arrears of rent. Clause of re-entry for half a year's arrears. [Probably after 1417; see no. 22]. Marginal note as before: 'Skynnergate.'

14 [fo. 118]. Indented charter of John Cleruaus. chivaler, giving, granting and confirming to Alexander Steuenson of Scotton a burgage with its appurtenances in Derlington, situated in Hungate between the burgage of John Sharp on the west and the burgage of John Norman, clerk, on the east. To hold to Alexander for term of his life of the chief lords, etc. Warrant clause. [Probably after 1417.] Marginal note as before: 'Hungate.'

15 [fo. 118d]. Indented charter of Richard Cleruaux, esq., giving, granting and confirming to Henry Vavasour, esq., a burgage with its appurtenances in Darlington, situated in Skynergate, which was in the tenure of William Barker. To hold to Henry for term of life of the chief lords, etc. Warrant clause. [After 1443.]

16 [fo. 118d]. Letters patent of Walter [Skirlaw] bishop of Durham, appointing Thomas Gray, William Gascon, Hugh de Westwyk, and John de Preston, his justices, together with their associates, to take the assise of novel disseisin which, by the bishop's writ, John del Myre and Joan his wife have arraigned before them against John Sumpton and others contained in the original brief, concerning a holding in Derlington. They are commanded to take the assise for a certain day and place prefixed by them, to do therein what belongs to justices according to the law and custom of the realm of England and of the bishop's royal liberty, saving to the bishop the amercements therefrom forthcoming. With command to the sheriff of Durham to cause the assise to come before them for the certain day and place which they shall make known to him. Given at Durham by the hands of Hugh de Westwyk, the bishop's chancellor, 15 December, the second year of his pontificate [1389.]

17 [fo. 118d]. Final concord made in the bishop's court at Durham, Wednesday next after the Circumcision, 12 Henry IV and 6 Thomas

[Langley], bishop of Durham [7 Jan. 1410-11 or 1411-2],¹⁰ before Ralph de Eure, Richard de Norton, Robert de Wicliff and John Conyers, justices assigned; and afterwards, Tuesday before St. Matthew, 1 Henry v and 8 Thomas [19 Sept., 1413], granted and recorded before the said Ralph, Richard, Robert and James Strangwys, justices assigned, and other faithful of the said lord bishop then present there: between John Cleruaus of Croft, querent, and Denise (*Diomsiam*) the daughter of William Taillour of Derlington, deforciant, of three messuages and a bovate of land with the appurtenances in Derlington and Brafferton, whereof a plea of covenant was summoned between them in the same court. Denise recognised that the premises were the right of John and granted for herself and her heirs that two messuages and a bovate of land of the premises, which John del Myre of Derlington held for the term of his life of her heritage on the day whereon this concord was made; and also that a messuage with the appurtenances of the premises in the town of Derlington, which John Henrison and Margaret his wife held for the term of Margaret's life of Denise's heritage on the day whereon this concord was made; the which, after the deaths of the said John del Myre and Margaret, should revert to Denise and her heirs; should, after the decease of the said John del Myre and Margaret, remain in entirety to John Cleruaus and his heirs, to hold of the chief lords, etc. With grant of warrant. And for this recognisance, grant, warrant, fine and concord John Cleruaus gave Denise a sore sparrowhawk. Marginal note as before: 'Brafferton et Darlington.' [The words 'Braffa'ton et Darlington' also occur at the heads of ff. 119, 120, with 'Braffa'ton' by itself at the head of fo. 120. 'Braffarton' in a large hand (15th or early 16th century) is written twice in the margin of fo. 119, with reference to nos. 19, 20.]

18 [ff. 118d, 119]. Another copy of the same final concord.

19 [fo. 119]. To all who shall see or hear this writing, John del Myre of Derlington, everlasting health in the Lord. Seeing that I hold two messuages and a bovate of land with their appurtenances in Derlington and Brafferton for the term of my life only, the reversion thereof after my decease belonging to John Cleruaus of Croft, his heirs and assigns; know ye that I have granted and by these presents surrendered to the aforesaid John Cleruaux, his heirs and assigns, my whole estate aforesaid and whatever I have in the lands and tenements aforesaid and in what part of the

¹⁰ The regnal and pontifical years are incompatible, as Langley was consecrated on 8 August, 1406. The pontifical year is possibly the right one.

same soever. So, to wit, that neither I, the aforesaid John del Myre, nor my heirs nor any other man in our name shall be able in future henceforward to exact, claim or challenge any right or claim in the aforesaid lands and tenements with their appurtenances or in any parcel of the same, but shall be excluded for ever by these presents from every action of law and claim thereof. In witness whereof I have set my seal to these presents. [Probably about 1413.] Marginal note in late 16th century hand: 'This doth mencon my lands in Brafferton.' Hand drawn in margin.

20 [ff. 119, 119d]. Release and quit-claim by John de Myre to John Cleruauz of Croft and his heirs of his whole right and claim in all his burgages, lands and tenements, rents and services in the towns of Derlington and Brafferton and their territories with all their appurtenances, which he had of the gift and feoffment of John Spycer in marriage, together with the reversion of a lime-kiln, when it shall fall in, in the street of Scynnergate in Derlington. So that neither he, John de Myre, etc. Warrant clause. [Probably about 1413.] Marginal note in 17th century hand: 'John de Mire.'

21 [fo. 119d]. Release and quit-claim by William Barbour of Derlington to Henry Tailbois¹¹ of Hurworth, his heirs and assigns, of his whole right and claim in a burgage situate upon le Bururawe in the town of Derlington, with its appurtenances, between the burgage of Sir Ralph de Ewer, knight, on the north, and the burgage of Sir John de Huckerby, chaplain, on the south, which Henry has of the gift and feoffment of William, as appears by the charter made thereof by William to Henry, his heirs and assigns. So that, etc. Warrant clause. Dated on the eve of All Saints, 5 Henry v. [31 Oct., 1417.]

22 [fo. 119d]. Charter of Henry Taillor of Hurworth, giving, granting and confirming to Stephen Hardsang and Maud his wife, and the heirs and assigns of Stephen,¹² a burgage situate upon le Borowerawe in Derlington between the burgage of Thomas Burgh on the north and the burgage of William Douff on the south. To hold of the chief lords, etc. Warrant clause. [After 1417].

¹¹ *Sic*. This may be a misreading for Taillor—*cf.* no. 22. See also nos. 26, 27. But William Tailboys occurs in the Hurworth charters, no. 1.

¹² *Cf.* no. 13.

23 [fo. 119d]. Charter of John Bruys of Derlington,¹³ giving, granting and confirming to William de Cleruaus dwelling (*manenti*) in Croft, his heirs and assigns, a messuage lying in the town of Derlington between the tenement of Stephen de Almiton [*sic*]¹⁴ on one side and the tenement of William de Burdon on the other. To hold of the aforesaid John, his heirs and assigns, of the chief lords, etc. Warrant clause. [Early 14th century.]

24 [ff. 119d, 120]. The present writing indentured (*cyrographatum*) between William de Cleruaus of Croft and William son of Adam Redhod witnesseth, that if William Redhod, or his heirs or assigns, shall have satisfied William de Cleruaus, his heirs or assigns, of 2 marks sterling which William de Cleruaus lent to William Redhod at Whitsunday 1322, William Cleruaus from that time grants for himself and his heirs and assigns whomsoever that the quit-claim which he has in his possession from William Redhod, respecting a yearly rent of 18s. in the town of Derlington to be received from two burgages in the same town, viz., 10s. from the tenement wherein Robert Brune dwells, and 8s. from the tenement wherein John Bruys dwells,¹⁵ shall be rendered and restored without any gainsaying or hindrance, saving only to William Cleruaus, his heirs and assigns, the term of 8 years which began at Whitsuntide 1321; wherein William Cleruaus is enfeoffed by a charter: the which feoffment together with the charter W.C. shall render and restore to W.R. after the said term of eight years. To have and to hold the rent premised to W.R. his heirs and assigns for ever entirely, well and in peace without any disturbance. But if the aforesaid two marks are not paid at the term aforesaid, the said yearly rent shall remain to W. de C. his heirs and assigns, together with the quit-claim. And if the money is paid at the term aforesaid, W.C. grants for himself, his heirs and assigns, that the aforesaid quit-claim of 18s. shall be of no virtue or value. [1322.]

25 [fo. 120]. Release and quit-claim by William, son of Adam Redhod of Derlington, to William Cleruaus of Croft, his heirs and assigns, of his whole right and claim in the two burgages specified in no. 24. So that, etc. [1321 or 1322.] Marginal note in 17th century hand: 'Redditus annus (*sic*) octodecem solid'.

26 [fo. 120]. Charter of William Barbour of Derlington, giving, granting

¹³ Cf. no. 11.

¹⁴ Almiton is a mistake for Aluerton; see no. 4.

¹⁵ See no. 25; cf. no. 11.

and confirming to Henry Taylboys [*sic*]¹⁶ of Hurworth the burgage as specified in no. 21. To hold of the chief lords, etc. Warrant clause [1417].

27 [ff. 120, 120d]. This indenture made between William Barbour of Derlington of the one part and Henry Tayllour of Hurworth super Teyse of the other witnesseth that, whereas William by his deed has enfeoffed Henry in a burgage in Derlington situate upon le Burwrawe with all its appurtenances and profits, which William had in the town of Derlington abovesaid; to hold to Henry, his heirs and assigns, as is more fully contained in a charter of feoffment made thereof: nevertheless Henry, for himself, his heirs, executors and assigns, wills and grants by these presents that, at whatsoever time William, his heirs and executors or any other person in their name shall pay to Henry, his heirs or executors or their certified attorney, ten marks sterling within the six years next following after the date of these presents, the aforesaid charter of feoffment and the seisin thereby had of the aforesaid burgage with its appurtenances aforesaid shall be held for naught: otherwise it shall remain in its force and virtue of full right. In witness whereof the parties aforesaid have alternately set their seals to the parts of this indenture. Given on the 16th day of June, 5 Henry v. [1417].

28 [fo. 120d]. Charter of Emma, daughter of Walter Bradefot of Derlington, giving, granting and confirming in her widowhood and lawful power to Sir Adam, son of John Stut of Derlington, chaplain, her kinsman, his heirs and assigns, her whole tenement in Derlington, even as it lies in every direction in length and breadth between the tenement of the same Sir Adam on one side and the tenement sometime of John Bailliman. To hold of the chief lords, etc., rendering yearly to the heirs of William de Rule and their assigns 12s. at the four terms of the year accustomed in the bishopric of Durham. Warrant clause. [14th century.]

29 [fo. 120d]. Release and quit-claim by Margaret, sometime the daughter of John Forestar of Castelsourey, in her widowhood, to Sir Adam de Derlington, chaplain,¹⁷ and his heirs, for herself and her heirs, of all her right and claim in a messuage and three acres of land which were of the aforesaid John, sometime her father, in the aforesaid town So that, etc. [14th century.]

30 [fo. 120d]. Charter of Adam Stut of Derlington, chaplain, giving

¹⁶ Possibly Tayllor. Cf. nos. 21, 22, and see no. 27.

¹⁷ I.e. Adam Stut: see no. 28.

granting and confirming to William Spicer (*Apothecar'*) of Derlington and Joan his wife, and the heirs and assigns of William, a messuage with the appurtenances in Derlington, which is between the messuage of Adam Broune on the one side and the messuage which was sometime of Walter Bradfut on the other. To hold of the chief lords, etc. Warrant clause. [14th century.]

31 [fo. 121]. Charter of Adam Stut of Derlington, chaplain, giving granting and confirming to William Spicer of Derlington and Joan his wife a burgage with the appurtenances in Derlington, which contains in breadth 56 feet and in length 56 feet, and lies between the burgage of Adam Ferour on one side and the burgage of John Broun, clerk, on the other, in the street which is called behind the garth (*retro gardinum*). To hold of the chief lords, etc. Warrant clause. [14th century.]

32 [fo. 121]. This indenture made between Sir John Alman of Derlington, chaplain, of the one part and Joan Spicer of the same and Thomas, son of the said Joan, chaplain, of the other, witnesseth that John has granted and demised to Joan and Thomas a yearly rent of 20s. issuing from a tenement which Joan holds in the borough of Derlington between the tenement of Thomas de Towres on the one side and the tenement of John Broun on the other; the which tenement was sometime of Walter Bradfote. To hold the said rent to Joan and Thomas from St. Martin in the winter, 1353, for the term of four years fully, completely, freely, quit, well and in peace. And, if it happen that John die within the aforesaid time, or sell or alienate the said rent, which God forbid, then John grants, on behalf of himself and his executors, that he is bound to Joan and Thomas or their heirs in 4*l.* sterling and is strictly bound by pledge of faith to pay it within the aforesaid terms. And, if it happen that, after the aforesaid four years, Joan and Thomas shall wittingly keep back the aforesaid rent for half a year, they shall be bound to John or his heirs in twenty silver shillings. [1353, for which *cf.* no. 44; but no. 39 makes the year 1352].

33 [ff. 121, 121d]. This indenture witnesseth that Richard de Preston and Cecily his wife have granted and with unanimous consent demised to farm to John Spicer of Derlington and Emma the wife of the said John in survivorship a burgage towards the well opposite the said John's kiln, half a bovate and an acre of land with all their appurtenances and commodities whatsoever in the town and territory of Derlington. To

hold to John and Emma for the term of their life and the life of either of them of the chief lords, etc. ; rendering yearly to Richard and Cecily or one of them or their certified attorney at Derlington 14s. [*sic*] 4*d.* of the usual money at the four terms of the year appointed in the bishopric of Durham. With right of entry to Richard and Cecily if the rent is fifteen days in arrear. John and Emma or the survivor shall at their decease, by the view of leal neighbours, demise the premises in as good state as they received them at their entry. Richard and Cecily grant warrant. They also will and grant for themselves, their heirs and executors, that all their lands and tenements in the towns of Jarum and Derlington and the territory of the same shall be firmly bound in 10*l.* of money told, if John and Emma or the survivor be hindered from obtaining peaceful possession of the premises. In witness whereof the parties have alternately set their seals, etc. [Middle 14th century.]

34 [fo. 121d]. Charter of Adam Stut of Derlington, chaplain, granting to William Spycer of Derlington and Joan his wife that a messuage with its appurtenances in the borough of Derlington, which is between the messuage which was sometime of John Baillyfman on the one side and the messuage which was of John Stut, the grantor's father, on the other, the which messuage Emma Bradfot holds of Adam for the term of her life,¹⁸ with reversion after her decease to Adam and his heirs, shall remain to William and Joan and the heirs of William. To hold of the chief lords etc. Warrant clause. [14th century.]

35 [fo. 121d]. Release and quit-claim by Nicholaa who was the wife of John Emmak of Hunewyk, in her widowhood and lawful power, for herself and her heirs, to William Spicer of Derlington and his heirs, of all her right and claim in a messuage and an acre of land with the appurtenances in the town and territory of Brafferton. So that, etc. Warrant clause. [14th century.] Marginal note in 16th century hand: 'Brafferton.'

36 [ff. 121d, 122]. Charter of Adam, son of John Stute of Derlington, chaplain, giving, granting and confirming to William Pasmore of Brafferton and Joan, the grantor's sister and the heirs of their body lawfully begotten, two thirds of his messuage in Derlington which is in the street called Behindegarthes between the burgage of John Spicer and the burgage sometime of William Skinner (*Pelliparij*), together with the reversion of

¹⁸ See no. 28.

the third part when it shall fall in. To hold of the chief lords, etc. He grants also that William and Joan and their heirs as above shall be quit of a yearly rent of 18 silver pence which Joan was wont to render to him from a tenement which Alan de Barton held on the day of the making of the present charter. With reversion and remainder of the premises, in whole or in part, if William and Joan die without lawful heirs, or if their heir, if any there be, predecease them, to the grantor and his heirs together with the yearly rent aforesaid, which he wishes to be revived from that time, to whose hands soever the tenement out of which the same rent previously issued shall have come. Warrant clause. [14th century.]

37 [fo. 122]. Writing of John Spicer, giving and granting to John del Myre and Joan his wife and the heirs of their bodies lawfully begotten, the reversion of a burgage in Derlington, when it shall fall in, with all its appurtenances, situate in Skynnergate between the burgage of John de Barton on the north and the burgage of John de Nonwyk on the south; the which burgage Richard Calling holds of the grantor for the term of his life. With gift and grant to the same of the reversion of another burgage in Skynnergate between the burgage of Sir Ralph de Neuile on the north and the burgage of John Ferour on the south; the which reversion should revert to the grantor after the decease of Margaret Cope. To hold of the chief lords, etc. With reversion to himself and his right heirs, if John de Myre and Joan die without lawful heirs. Warrant clause. [Before 1397].¹⁹ Marginal note in 17th century hand: 'duo burg' iacentia in Skynergaite.'

38 [ff. 122, 122d]. Charter of William de Rule, giving, granting and confirming to Hawise, sometime the wife of John Stote, and the heirs of their bodies lawfully begotten or their assigns, a burgage in the town of Derlington, lying between the burgage of Walter Bradfot and the burgage of Geoffrey de Napis, containing in length 31 feet and in breadth 22 feet. To hold to them by the yearly rent to the grantor, his heirs or assigns, of 8s. at the four terms of the year appointed in the bishopric of Durham; doing also to the bishop due and accustomed service. Warrant clause. [Early 14th century.]

39 [fo. 122d]. To all who shall see or hear this indentured writing

¹⁹ The date is apparently limited by the mention of Sir Ralph Neville, who was created earl of Westmorland in 1397. John del Myre's wife Joan seems to have been John Spicer's daughter; see no. 20.

Joan Spicer of Derlington and Thomas, son of the same Joan, eternal health in the Lord. Whereas John Alman of Derlington, subdeacon, enfeoffed us of 20s. worth of yearly rent, even as his charter made to us thereof more fully witnesseth, we will nevertheless and grant for ourselves and our heirs that we have a right in the aforesaid rent only from St Martin in the winter, 1352, for the term of the four years fully complete next following. At the end of the which term we will that the aforesaid charter be void and of no virtue and shall come into John's hands. And if it happen that we or our heirs or assigns shall wittingly hold the aforesaid charter with the rent and seisin beyond the aforesaid term for half a year, we then will and grant for ourselves and our heirs that we be bound to John in 20s. silver, which lies by inheritance in the tenement which Joan holds in the borough of Derlington, which was sometime of Walter Bradefote, To have and to hold to Joan and Thomas and their heirs for the abovesaid terms freely, quit, well and in peace. Warrant clause from John to Joan and Thomas. In witness whereof the parties have set their seals alternately to these indented writings. [1352 ; but nos. 32, 44, make the year 1353].

40 [fo. 122d]. This indenture witnesseth that Joan who was the wife of William Spicer of Derlington, in her widowhood and lawful power, has demised to John Whitnek a burgage in the street which is called behynde-thegarthes, between the tenement of Alexander de Barton on one side and the tenement of William de Esseby on the other. To have and to hold to John, his heirs and assigns, for the term of nine years next after the date of the making of this indenture fully complete, of Joan and her heirs, for a certain sum of money which John gave to Joan in ready cash. And John for the abovesaid term shall do every service which is due for the aforesaid burgage, as in watchings (*vigiliis*) and other services whatsoever except common suit. And John shall maintain the burgage and demise it in as good or better state than he received it at the end of the term aforesaid. And Joan finds Thomas de Vkerby of Derlington her surety that Sir Thomas Spicer, son of Joan, within a year next following the drawing up of these presents, shall make a confirmation of this indenture by his writing. And hereupon the same Thomas became surety, under pain of 30s. to be paid to John, if the confirmation be not made within the said year by the said Sir Thomas. Warrant clause from Joan to John. In witness whereof the parties, etc. [Middle 14th century.]

41 [ff. 122d, 123]. Charter of John Spicer, giving, granting and confirming to Sir John de Vckerby, chaplain, his heirs and assigns, a burgage in Derlington, situate upon le Burghrawe between the burgage of Sir Ralph de Neuyl on the north and the burgage of the said Sir John on the south with all its appurtenances. To hold of the chief lords, etc. Warrant clause. [Before 1397: *cf.* no. 37].

42 [fo. 123]. This indenture witnesseth that Richard de Preston of Jarum and Cecily his wife, daughter and heir of John de Thorp of Derlington, have granted and demised to farm to Joan Spicer of Derlington and her heirs, half a bovat and an acre of land lying in the fields of Derlington which were of John Bruyse. To hold and have to Joan and her heirs for the term of ten years fully complete, rendering therefrom yearly to Richard and Cecily and their heirs, during the term abovesaid, for all services, etc., 16s. of silver at the four terms of the year appointed in the bishopric of Durham. In case of disturbance by Richard and Cecily, the said R. and C. bind themselves to Joan and her heirs in 10*l.* sterling conjointly and separately by means of a pledge. And, if Joan and her heirs pay anything for the aforesaid land to the bishop of Durham or others, R. and C. grant that this shall be allowed to Joan and her heirs out of the aforesaid farm. And if Joan leave the aforesaid land within the term aforesaid during her lifetime, she binds herself to R. and C. or their heirs by means of a pledge in 10*l.* sterling. And at the end of the term aforesaid Joan or her heirs shall demise the aforesaid land in as good or better state than that in which it was on the day whereon she entered it. Warrant clause. In witness whereof the parties, etc. [Middle 14th century.]

43 [ff. 123, 123d]. Charter of John de Vckerby, chaplain, giving, granting and confirming to John Spicer a burgage in Derlington situate upon le Burghrawe between the burgage of Sir Ralph de Neuyl on the north and the burgage of the grantor on the south with all its appurtenances. To hold to John Spicer for the term of his life of the chief lords, etc., with remainder after his decease to John del Ayre [*sic*]²⁰ and Joan his wife and the heirs of their bodies lawfully begotten. And if John del Myre and Joan die without such heirs, the premises shall remain to John Spicer and his heirs. Warrant clause. [Before 1397: see no. 41.]

44 [fo. 123d]. Identical with no. 32. [1353].

²⁰ Ayre is a mistake for Myre.

45 [fo. 123d]. This indenture witnesseth that Joan, the relict of William Spicer of Derlington, in her widowhood and lawful power, has granted and demised to John her son a tenement in the borough of Derlington which lies between the tenement of Joan on the one side and the tenement sometime of John Broun on the other. To hold to John for the term of his life, for a yearly rent of 8s. payable at Whitsuntide and St. Martin in the winter. And John shall do the services therefrom due and accustomed to the chief lords of the fee. Warrant clause. [Middle 14th century.]

46 [fo. 123d]. Charter of Thomas Spicer, chaplain, of Derlington giving, granting and confirming to John Spicer his brother, his heirs and assigns, all his burgages in the town of Derlington which he has of hereditary right and of purchase with his money; with further gift of all his goods, debts and chattels in whose hands soever they shall be found. To hold of the chief lords, etc. Warrant clause. [Middle 14th century.]

47 [fo. 124d]. Identical with no. 45.

48 [fo. 124d]. Charter of Margaret de Stapelton, giving, granting and confirming in her lawful power and widowhood to William the son of Roger her son and his heirs, or to whomsoever he shall will to give, sell or assign it in any manner, her whole messuage in its entirety with its whole breadth and length even as it lies in the town of Derlington between the messuage sometime of Thomas, vicar of the same, and the street of Northegate, and a toft in Hundegate which lies between the toft of Peter son of Adam the clerk and the toft of Walter, son of Roger of Cunesclfyue, with all its appurtenances, etc. To hold of the chief lords, etc., rendering therefrom and doing to the bishop of Durham all the due and accustomed services thereto pertaining. Warrant clause. [About 1343.]²¹

49 [ff. 124, 124d]. Indentured charter of John, son of Adam Ward of Derlington, giving, granting and confirming to Stephen de Alurton, merchant of Derlington, his heirs and assigns, all that messuage with its appurtenances in the borough of Derlington which lies between the messuage of Master Richard on the south and the messuage of the same Stephen, which he bought of Roger Redeberd, on the north. To hold of the chief lords, etc., rendering therefrom yearly to John, his heirs and assigns, 8s sterling at the four terms of the year, etc. So

²¹ Thomas the vicar is probably Thomas de Rainham, who resigned in 1343 (Longstaffe, *op. cit.*, p. 205).

that, as is ordained between them with the assent of Stephen, John, his heirs and assigns may distrain for their farm at each term both within the tenement which he has of Roger Redeberd and the tenement which he has of John after they shall be built together (*postquam coedificabuntur*). Warrant clause. [Early 14th century; see no. 4.]

50. [fo. 124d]. Charter of William, son of David Dyer (*Tinctor*) of Derlington and Agnes his spouse, giving, granting and confirming to William de Rule and Helwys his wife, their heirs and assigns, a burgage in the town of Derlington which was of the tenement of William de Cotsouh²² by the tenement which was of Stephen de Boteler on the east. To hold of the grantors, rendering therefrom yearly a rose at the feast of St. John the Baptist, and doing to the bishop of Durham all the due and accustomed services. Warrant clause. [Early 14th century.]

51 [fo. 124d]. Charter of William de Hilton and Maud his wife,²³ giving, granting and confirming to Margaret, the relict of William de Rule in Derlington, all that messuage with the appurtenances in Derlington which was sometime of Henry Dene in Blacwelgate, lying between the messuage of the grantors on one side and the chief messuage of Margaret on the other. To hold of the chief lords, etc., rendering therefrom yearly to William Redehode of Derlington, his heirs and assigns, 3s. sterling at the accustomed terms. Warrant clause. [About 1320.]

52 [ff. 124d. 125]. Charter of Walter Passemore of Brafferton, giving granting and confirming to William Passemore his brother and Joan daughter of John Stute of Derlington and the heirs of their body lawfully begotten, 8 acres of his arable land with appurtenances in the field of Brafferton, to wit, 2 acres lying upon les buttes of Vchrethoomere, $\frac{1}{2}$ an acre upon Capelsmerewelle, a rood in le Westerfeld, a rood upon Braunche acre, $1\frac{1}{2}$ rood upon le Denebanckis, a rood abutting upon le Swynekerr, a rood upon Cauden abutting towards the north and towards the south upon its western side, $\frac{1}{2}$ an acre at Fuldeneend abutting upon Vchresmere an acre at Capelsmeresik, an acre at Merbetheheued, $\frac{1}{2}$ an acre at Danescruk', an acre at the head of the same, $\frac{1}{2}$ an acre by the land of Algođe

²² *Sic.* Cotsouh' = Cocshou, i.e. Coxhoe.

²³ William Hilton, younger son of John Hilton, was living in 1314-5, as appears from Longstaffe's Hilton pedigree. Longstaffe thought he might be identified with a rector of Wigton, Cumberland, who died in 1332; but this charter shows that he was a layman with a wife.

abutting upon Herimanmedues, a rood upon le Howe abutting towards the south and north, and a rood upon le Howe abutting towards the east and west. To hold of the chief lords, etc. rendering therefrom yearly to Walter and his heirs 8*d.* silver at Christmas. And if it happen that William and Joan die without heirs of their bodies lawfully begotten, or if their heir, if any there be, predecease them, the premises shall revert and remain to the right heirs of Walter. [First half of 14th century.]

53 [fo. 125]. Charter of Robert, son of Nicholas of Derlington, giving granting and confirming to William, son of Thomas of Blacwelle, his heirs and assigns, a burgage in the town of Derlington which lies in Bathilgate between the burgage of Sir John de Esby, chaplain, on one side, and the burgage of the said William on the other. To hold of the chief lords, etc. Warrant clause. [Date uncertain.]

54 [fo. 125]. Charter of Adam called Qwytyby of Derlington, giving granting, confirming and quitclaiming to William de Rule of Derlington, Helewys his wife, their heirs and assigns, all his burgage which he had in the town of Derlington, lying between the burgage of John Brune of the same on the one side and the burgage of the grantor's sister Helewys on the other, for a certain sum of money which William and Helewys paid him in his need. To hold of the chief lord of Durham [*sic*], etc. With special quit-claim clause. Warrant clause. [Probably beginning of 14th century.]

55 [ff. 125 and d]. Charter of Peter, son of William de Cokeshowe, giving, granting and confirming in his lawful age and proper power to William de Eue [*sic*],²⁴ all his houses with their appurtenances in Derlington which were of the said William his father, lying between the house of Stephen on one side and the house of John Stute which was sometime of Ralph Fysse on the other. To hold to William and Helewys his wife, and the heirs or assigns or legatees of William, doing therefor, for the grantor and his heirs, to the lord bishop and the aforesaid borough the services appertaining to the premises. Warrant clause. [Probably beginning of 14th century.]

56 [fo. 125d]. Indentured charter of John de Nesbite, granting, giving and confirming to William Spicer (*Apothecario*) of Derlington and Joan his wife that tenement with the appurtenances in the borough of Derlington

²⁴ Eue is a mistake for Rule.

which lies in front of the market, between the tenement which was sometime of John Butcher (*Carnificis*) on one side and the tenement of Adam Brun on the other; to wit, the tenement which the grantor had of the sale of Sir William Wilimot, chaplain. To hold for the term of their life of the grantor and his heirs, doing all services due and accustomed which pertain to that tenement. And they shall keep up the whole building in as good state as it was on the day of the making of this instrument. And if the tenement be worsened in aught, this shall John and his heirs see once every year with other neighbours; and if they find any default, they shall distrain and keep back the distrains until the tenement be competently amended in all its defaults. Rendering therefrom yearly to the grantor and his heirs a mark of silver at St. Martin in the winter and at Pentecost, and a stone of tallow. Warrant clause. [14th century].

57 [fo. 125d]. Identical with no. 48.

58 [ff 125d, 126]. Charter of Roger de Stapilton called Glede, giving granting and confirming to Robert his son and the heirs of his body lawfully begotten, all his tenement in Derlington which lies between the tenement of Roger Candeler on the one side and the tenement of Maud de Bradeley on the other. To hold of the chief lords, etc., rendering therefrom to Paul and Gilbert, sons of the grantor, and to the survivor of either and their heirs 6s. at two terms, viz. at Whitsuntide and at St. Martin in the winter. And if Robert dies with no heir of his body, the premises shall revert to Paul and the heirs of his body lawfully begotten, rendering therefrom 3s. yearly to Gilbert his brother at the terms abovesaid; so, however, that if Gilbert die before his brother, the said farm of 3s. shall be totally extinguished. But if Paul die with no heir of his body, the tenement shall revert to Gilbert and pass by inheritance to the next blood. Warrant clause. The grantor sets his seal to the one part remaining in the hands of Robert, and to the other Thomas de Kirkeby, guardian appointed of the said Robert, has set his seal. [14th century. *cf.* nos. 48, 57.]

59 [fo. 126]. Writing of John de Neuton and Helwys de Quiteby his wife, granting, giving and confirming to Walter Bradefoth of Derlington and Maud his wife an area of their burgage in Derlington lying next the burgage of Walter and Maud on the south where they are resident, which contains 152 feet in length and 8 feet [*sic*] throughout in breadth. And a burgage at the head of the said area which was sometime of Nicholas

Tanner (*tannator*) with the whole length and breadth even as it lies between the tenement of William Redhod on the one side and the burgage which sometime was of Adam Butcher (*Carnific*) on the other, for a sum of money which they have paid in hand. To hold of the bishop of Durham by the services, etc. And if it happen that the premises be evicted or darraigned from William and Maud or their heirs or assigns by any judgement of a law-suit, the grantors are bound to restore them the 4½ marks which they have paid them in hand. Warrant clause. [Early 14th century.]

60 [fo. 126]. Gift, grant and quit-claim by Thomas de Brigenhale dwelling in Derlington, to Sir Hugh de Brigenhale, chaplain, his kinsman by blood, his heirs and assigns, of his whole right and claim in a messuage and croft in Derlington which the grantor sometime had by purchase of Thomas Scotte of Derlington with their whole length and breadth as they lie in Northgate between the tenement which was sometime of Peter de Walemirthe on the one side and the tenement which was sometime of Robert son of Walter on the other. To hold of the chief lord, etc. So that, etc [Date uncertain.]

61 [ff. 126, 126d]. Charter of Margaret de Stapelton, giving, granting and confirming, in her widowhood, to William son of Roger her son and his heirs or to whomever he will make assignment a toft with its whole breadth and length even as it lies in the town of Derlington between the burgage of the same William and the street of Northgate. To hold of the bishop of Durham doing all due and accustomed services. Warrant clause. [14th century, cf. no. 48.]

62 [fo. 126d]. Charter of William Redhud of Derlington, giving granting and confirming to Margaret, relict of William de Ruy1, sometime burgess of Derlington, 10s. worth of yearly rent proceeding from the house wherein Roger Cobbler (*Suitor*) of Derlington dwells,²⁵ and also 12s. yearly rent issuing from the house wherein Alexander Spicer (*Apothecar*) dwells. To hold of the chief lords, etc., even as the grantor received the premises of the gift and grant of William de Ruy1 then deceased (*dissoluti*) with peaceful seisin. Warrant clause. [About 1320.]

The accurate dating of these charters is a matter of some difficulty, and only approximate dates can be given. The pieces of property are also difficult to identify precisely. There seems,

²⁵ Cf. no. 8.

however, to be a certain family connexion between some of the families mentioned.

(1) Helewys, wife of William de Rule, was probably the daughter of Adam Whitby of Darlington (no. 54); and probably Helewys Whitby, wife of John Neuton (no. 59), was the sister of Adam mentioned in no. 54. William de Rule married a second wife Margaret, who survived him (nos. 51 and 62). This Margaret may have married again and be identical with Margaret Stapilton, mother of Roger (no. 61); but this seems doubtful, and, if there is an identity, it is more likely that she was a widow when she married William de Rule. No. 29 raises the question whether she may not be Margaret, daughter of John Forestar of Castle Sowerby.

(2) John Stut of Darlington had a son Adam Stut or Adam of Darlington, who was in holy orders and may be the Adam of Darlington who was rector of Crathorne in 1348 (Longstaffe *op. cit.*, p. 212). He also had a daughter Joan, who married William Pasmore of Brafferton (nos. 36, 52). Whether Joan married William Spicer of Darlington as her second husband is not certain, but it is at least possible (see nos. 30, 31). Joan Spicer, who survived her husband and was living in 1352 or 1353 (nos. 32, 39) had two sons, John who married a certain Emma (no. 33), and Thomas, a priest (nos. 32, 39), and their daughter Joan married John del Myre (no. 20). This would account for the eventual acquisition of the Stut and Spicer property in Darlington by the Clervaux family early in the fifteenth century; while the property of the Bradefots, kinsfolk of the Stuts (no. 28), brings in the Whitby and Rule parcels, and appears to have passed through Adam Stut and the Spicers to John del Myre and his wife.

The property acquired by William Clervaux needs no explanation; but the tentative explanation given above may serve to

connect a series of documents which, looked at in this light, falls into some order out of chaos. Some of the deeds may be earlier than 1300. Those which do not seem to be later than 1325 have been dated 'early 14th century'; those which possibly lie between 1325 and 1350 or rather later as '14th cent.' or 'middle 14th cent.' After this date one may speak with more certainty.

II.—HURWORTH CHARTERS.

1 [fo. 126d]. Charter of Richard son of Geoffrey de Nesham, granting and confirming to John de Kendal, servant of the rector of the church of Hurthworth, his heirs or assigns, six acres of arable land even as they lie by places in the territory of Huthworth [*sic*]; viz., one acre lying at Walwath between the land of William Taylboys on the east and that of John de Hurthworth on the west; one butt on the west side of the meadow called Dameagneysheng; three butts on the north side of the same meadow; one butt at Strandergate between the land of William Tailboys on the east and that of William de Skyrningham on the west; one selion between the ways between the land of John de Hurthworth on the north and that of Isabel daughter of Olive on the south; one butt at le Crok del Milnegate between the land of William de Skyrningham on the south and that of John de Hurthworth on the north; the west part 'del Grenehowendes' and the capital selion lying between Skyrningham flat on the north and the land of John de Hurthworth on the south; one selion at Crobrigges between the land of John de Hurthworth on the west and that of Isabel daughter of Olive on the east; the capital selion butting upon the cross towards Nesham; one selion at Grededikes between the land of William Tailboys on the east and that of John de Hurthworth on the west; and one butt at Neubihous by Theese. The which six acres fall to Geoffrey de Nesham as his heritage after the decease of Olive who was the mother of Alice, sometime his mother. To hold of Geoffrey and his heirs, rendering to the chief lords, etc. Warrant clause. [Early 14th century.]

2 [fo. 127]. Charter of Adam son of Thomas de Nesham, granting and confirming to John de Kendal, his heirs or assigns, six acres of arable land in the territory of Hurthworth; viz., three acres on Langebrottes between the land of John Mustere on the south and that of Robert de

Heppal on the north ; an acre and a half on le Shortebrotes between the land of the prioress and convent of Nesham on the north and that of John de Hurthworth on the south ; half an acre at Skitebrigg between the land of the rector of the church of Hurthworth on the east and that of Richard de Stanlowe on the west ; three roods at Halikeldebergh between the land of the rector on the west and that of Richard de Stanhowe on the east ; and one rood in Hauerholm between the land of the rector on the south and that of Richard de Stanlowe on the north. To hold of the chief lords of the fee, etc. Warrant clause. [Early 14th century.]

3 [fo. 127]. Release and quit-claim by Adam son of Thomas de Nesham to John de Kendal, his heirs or assigns, of his right in the property specified in no. 2. [Early 14th century.]

4 [ff. 127 and d]. Charter of John de Kendale, granting and confirming to Maud, sister of William de Clereuaws, two selions of arable land in the field of Hurthworth in the place called Cleue, which abut on the Tese upon the west side and lie by the land of John de Hurthworth on the south. To hold of the chief lords, etc. Warrant clause. [Early 14th century.]

5 [fo. 127d]. Charter of John de Kendale, granting and confirming to William de Clereuaws, his heirs and assigns, twelve acres of arable land in the fields of Hurthworth ; viz., six acres on le Brotes and Skytebrigg which he had of the gift and feoffment of Adam son of Thomas de Nesham²⁶; 1 acre at Crobrigg between the land of John de Hurthworth on the east [*sic*] ; one rood at the cross of Nesham by the land of Robert de Heppal on the east ; one rood at Grededik between the land of William Tailboys and that of John de Hurthworth ; half an acre at Crakardik by the land of William de Skyrningham on the south ; one rood at Benelandes by the land of John de Hurthworth on the south ; one rood at le Milnegate by the land of John de Hurthworth on the south ; one acre at Pilmor between the land of William Taylboys on the north and the said pasture of Pilmor on the south ; one acre at Walwath between the land of John de Hurthworth on the west and Goldeflate on the east ; half an acre in the place called Bytwenthegates between the land of John de Hurthworth on the north and that of John de Kendal on the south ; half an acre at Anneysheng by the land of John de Hurthworth on the one side and the meadow called Anneysheng on the other ; one rood at Grephow by the land of John

²⁶ See no. 2.

de Hurthworth and John de Kendale; and one rood at Neubyhous between the land of William Tailboys and the water of Tese.²⁷ To hold of the chief lords, etc. Warrant clause. With memorandum that, if John de Kendale shall pay forty silver shillings to William de Clerevaux at Croft in the quinzaine of the Purification of blessed Mary, 1324[-5], this charter with seisin of the premises shall be held for naught, to whose hands soever it shall come: otherwise it shall stand in force for ever. [1324.]

6 [ff. 127d, 128]. Release and quit-claim by John de Kendale to William de Clereuaws, his heirs or assigns, of his right in the premises specified in no. 5. [1324.]

7 [fo. 128]. Indented charter of John Cleruaux of Croft, granting and confirming to Henry Taylboys of Hurworth and Joan his wife one bovate of land as it lies by parcels in the field and territory of Wurworth [*sic*]. To hold to them and the heirs of their body lawfully begotten, rendering yearly to John and his heirs a penny at Christmas; with reversion to John and his heirs in default of lawful heirs of Henry and Joan [14th cent.]

III.—MARRIAGE FEOFFMENTS.

1 [ff. 137d, 138]. Indented charter of John Cleruaux the father (*le pier*) granting and confirming to John Clereuaux his son and Beatrice his wife, all his lands, etc., in the town of Derlington, Catherton by Bylburgh,²⁸ Hunttyngton by York, Walmyr in Richemondshire, and in the city of York, viz., that which John de Scome holds in St. Saviourgate; 18s. rent issuing from all the lands and tenements in Skeldergate which John de Egton held; and in all lands by le Bishopplathes called le Grene. To hold by the rent of a rose yearly, doing service to the chief lords, etc.; with reversion to the grantor in default of lawful issue. [Before 1368.]²⁹

2 [fo. 138]. Indented charter of John Cleruauus of Croft, granting and confirming to John his elder son and Isabel his wife, daughter of Richard

²⁷ For the description of these parcels of land see no. 1. Most of those mentioned in this charter can be easily identified from the other; but the descriptions in one or two cases differ considerably.

²⁸ Catterton by Bilbrough in the Ainsty of York.

²⁹ The elder John Clervaux apparently died about 1368 or rather later. John Clervaux the son married Beatrice, daughter of Sir John Mauleverer. The name 'John de Scome' in the above document is probably an error for 'John de Acome,' which seems more likely.

de Richemond, all his lands, etc., in the towns of Stapilton and Joleby ; all his lands of Croft which his tenants of Joleby hold at farm of him ; a messuage with the appurtenances in Croft which Symon Hobson holds of him at farm ; a bovate of land with the appurtenances which William Makado holds of him at farm ; a messuage in York in a street called Walmegate ; 31s. yearly rent in York, viz., 10s. issuing from the tenements and houses of Robert de Gremyston in Joubirgate, and 14s. from the tenements and houses of William de Helmesley in Gerderlarlane [*sic*] and 7s. from the tenements and houses sometime of John de Mureby in Coliargate. To hold by the rent of a rose yearly, doing service, etc Warrant clause. [Before 1390.]

3 [fo. 138]. Indentured writing of Henry Taylboys and John Chilton, granting and confirming to John Cleruaux and Margaret his wife, daughter of Ralph de Lumley, knight, all the lands, etc., which they lately had of the gift and feoffment of the said John Cleruaux in the town of Dernton. To hold to John Cleruaux and Margaret and the lawful heirs of John begotten of Margaret, of the chief lords of the same ; with remainder to the right heirs of John Cleruaux. [Before 1443.]

4 [fo. 138]. Indentured writing of Henry Tailboys and John Chilton, granting and confirming, etc., as in no. 3, all the lands which they lately had of the gift and feoffment of the said John Cleruaux in the towns of Stapilton, Joleby, Solbergh and Warlaweby. To hold, etc. with remainder as in no. 3.

5 [ff. 138d, 139]. Indenture in French. Ceste endenture fait parentre mons' John Cleruaux chivaler dune partie et Henry Vavasour esquier dautre part tesmoigne qil est acorde parentre les parties suusditz qe Richard eigne fitz et heire adit mons' John par la grace de dieu prendra a feme Elizabeth file adit Henry, les espouseles entre eux destre solempnizes les septanes de Seint Mich' larchangel prosche auenir as costages ledit Henry. Et ledit mons' John' le iour dicelle mariage ou deuaunt durra et enfeffera as ditz Richard et Elizabeth terres et ten'tz de la verray value de vynt et cynk marcz per an, outre lez chargez et reprisez, a auoir et tenir as ditz Richard et Elizabeth et lez heirs ledit Richard de corps ladite Elizabeth engendres, issint qe sil aueigne qe le dit Richard deuie viuant le dite Elizabeth, qe bien list a dite Elizabeth de faire Wast a sa volunte en les ditz ten'tz qe le tient issint a terme de sa vie sanz estre enplede ou enpeche par le dit mons' John ou ses heirs, reseruaut toutz foitz la reuer-

sion ent adit mons' John et a sez heirs pur defaute de tiel issue. Pur le mariage de quele Richarde ledit Henry paiera a dit mons' John cent marc̄ le iour de fesance dez ditz doun et feoffement, et cynkant marcez deuns vn an adonqs prosche ensuant, et cynkant marcez deins vn autre an adonqs prosche ensuant, et vynt liuers deins vn deny [*sic*] an adonqs proschein ensuant; pur les queux paiementz issint afaire ledit Henry ouesque Robert Barker de Hesilwod et deux autres suffisantz persons serront seueralment obligez adit mons' John par trois lour escriptz obligatories en lez sommes auaunditz, cest assaouir en l marcz par vn obligac'on et en l marcz par vn autre obligac'on, et en vynt liuers par la tierce obligac'on apaiers en la fourme suddit, sur condic'on qe sil aueigne qe la dite Elizabeth deuie sance issue de son corps par le dit Richard engendre, lez iours de paiementz en les ditz obligac'ons ou ascun deux contenuz ment encurruz ou encurru, qe adonqs lez ditz somes ou some issint a paiera [*sic*] cesserent et ne serrent mie paiablez; mes le dit Henry et lez autres qe serront issint obligez atoutz ioure quitez et dischargez. Et outre ceo le dit Henry serra oblige par son escript obligatorie a dit Richard en vynt liuers apaiers a dit Rich' le iour de dit mariage ou deuaunt a auoir a son oepe et profit deuiesne. Et le dit mons' John' serra oblige adit Henry par son escript obligatorie in troyz centz marcz, sur cest condic'on qe si lez terres et ten'tz des queux il est ore soule ou joint ouesque sa femme seisiez au des queux ascun autre est seisiez a son oepe et profit aprez sa mort discendent adit Richard ou a sez heirs issint del corps de dite Elizabeth engendres ou au eux veignent par feffement dascun, eiant estate diceux deins trois moys apres la mort de dit mons' John' dischargez dascun nouell' charges afeure qadonqs la dit escript obligatorie soit tenez pur null'. Et a toutz les ditz couenantz depart le dit mons' John loialment ei estre perfournez, il soi oblige adit Henry en deux centz marcz. En tesmoignaunce de queux choses les parties susditz as parties cest endenture entreschaunge ount mys lour seals. Doigne le xv^{me} iour de maii lan du regne le Roy Henry sisme apres le conquest vyntysme. [1442.]

Thes indenture beris witnes that Sir John Claruax knyght hais resaueyd of Henri Vauasour squyer c mark the xix day of May the yer' of Kyng Henri the sext after the conquest xx; and yf it be so that oght bot good, as god forbed, com to Richard or Elizabeth before the day of mariage then the said Sir John his herres or hys exec' to make repayment. In whylk wyttnes the said Sir John and Henri has set to ther selis.

IV.—MISCELLANEOUS DOCUMENTS.

1 [ff. 50d, 51]. Bond, whereby Richard de Hanigdone, vicar of Derlington, William son of Peter, and John Bruis of Derlington, bind themselves to William Cleruaus of Croft in eight marks sterling for a fourth part of the tithes of sheaves of Blacwelle for 1321, to be paid at Derlington at Easter and the feast of St. Peter's chains. With right of distraint on all goods movable and immovable. Dated Derlington, feast of St. Lawrence [10 Aug.], 1321.

This bond, which occurs among the Croft deeds, is interesting as supplying a correction to Longstaffe's list of vicars of Darlington (*op. cit.*, p. 205), where Richard de Hadyngton [*sic*] is said to have been vicar in 1344. The document, however, from which this information is derived implies that he was no longer vicar, and, as a matter of fact, William de Welton, who died in 1354, became vicar in 1343. Richard de Hannington or Haddington is now seen to have been vicar in 1321, occurring between Robert de Roveston, vicar in 1309, and Henry de Appilby (res. 1341). Longstaffe was misled by a suggestion in the Hunter MSS. It is possible that Richard Hannington was the 'Master Richard' mentioned in the Darlington charter no. 49 above.

2 [fo. 143]. Charter of king Henry VI, dated 14 Feb., 1443-4, granting to the king's beloved esquire Richard Clervaux licence to load, by himself or by his deputies or attorneys, two ships of whatsoever portage they be in any parts or ports within the king's realm of England, where it shall best please him, jointly or severally; and to take the same two ships with any merchandise whatsoever, except it be merchandise of the Staple, to the land of Ysland, and return with the fish called Stokefyssh there to be bought or purveyed, jointly or severally as often as he shall see expedient during the term of seven years. Admirals, captains, castellans and lieutenants, customers, wardens of seaports, etc., sheriffs, mayors, etc., are to permit him to load the ships, etc., as above, after paying customs and duties.

3 [fo. 144]. Letters patent of king Henry VI, dated 24 Feb., 1446-7, appointing Richard Clarevax to take survey if any wools, hides or sheepskins of the produce of Yorkshire happen to have been or to be carried from the same county beyond the water of Tese or any part of the same towards the town of Newcastle-upon-Tyne, to be shipped in the port of Newcastle for foreign trade against the form of the statute, and to

seize such goods as forfeit, receiving the accustomed fees and wages, and to answer to the exchequer for the issues and profits thereof.

V.—EXTRACTS FROM THE PATENT AND THE CLOSE ROLLS
RELATING TO THE FAMILY OF CLERVAUX.

1245, 4 May. Mandate to Martin de Norfolk, Robert de Clervall and Thomas le Graunt to admit Robert Gra as their fellow keeper of the king's works in the castle of York, in the room of Hugh de Seleby, absolved from the office. (*Cal. Pat. Rolls*, 1232-47, p. 452).

1255, 8 Sept. Confirmation of a lease, for the term of eight years, by Peter de Maulay to Robert son of Robert de Clervall, of the manor of Rosington [Rossington, Yorks., near Doncaster], except the right of the patronage of the church of the manor and the mill with its *sequela*. (*Ibid.* 1247-58, p. 424; Chartulary, fo. 136d).

1258, 25 Nov. Confirmation of a lease, for the term of ten years from 6 Nov., 1258, by Peter de Maulay to Simon de Monte Forti, earl of Leicester, of the manor and town of Doncastre [Doncaster] and the manors of Extorp [Hexthorpe] and Balleby [Balby] and the land of Sandale [Sandal parva] and Whetelay [Wheatley], and of a moiety of the mill, and the advowson of the church of Rosington; and also of the manor of Rosington, saving to Thomas [*sic*] de Clerevall his term of five years. (*Cal. Pat. Rolls* 1258-66, p. 6).

1266, 8 Oct. William de Clerevaus named second among the citizens of York commissioned to protect the Jews of York. (*Ibid.* 1266-72, p. 679).

1277-8, 10 Jan. Ellen, late the wife of Robert de Clerevaus, implicated in a murder at York. (*Ibid.* 1272-81, p. 284).

1279, 15 Nov. William de Clerevaus mentioned as holding land in Coney Street, York. (*Ibid.*, p. 334).

1280, April, William de Clerevaus, grantee of lands in Surreby [Sowerby], which he held of Robert de Percy. (*Cal. Close Rolls* 1279-88, p. 49).

1283-4, 11 Jan. Exemption, for two years after Candlemas next, of John de Claris vallibus, citizen of York, afflicted with palsy, from being put on assizes, etc. (*Cal. Pat. Rolls* 1281-92, p. 109).

1298, 21 June. Robert Haket, master Roger de Thornton and Alan de Landemot, executors of the will of Thomas de Clerevaus (*Cal. Close Rolls* 1296-1302, p. 211).

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1303, 28 Aug. William de Claris vallibus had free ingress and egress through a void plot of land called Dunnyngdyk in Mersk street, York. (*Cal. Pat. Rolls* 1301-7, p. 154).

1312, 17 May. William de Claris vallibus of Croft acknowledges a debt of 100s. to Robert de Bardelby, with right of distraint upon his lands and chattels, co. York. (*Cal. Close Rolls* 1307-13, p. 460).

1318-9, 28 Feb. Robert de Claris vallibus acknowledges a debt of £100 to Hervey de Ellerker, with right of distraint as before. (*Ibid.* 1318-23, p. 126).

1319, 12 July. Robert, son of Roger de Thornton near Bulmere, acknowledges a debt of 40 marks to Robert, son of John de Claris vallibus, and William de Houeden, clerk, with right of distraint as before. (*Ibid.* p. 200).

1332, 6 May. The tenement and land of John Clervaux in Marketscyre, York. (*Ibid.* 1330-3, p. 612).

1336, 26 Nov. Pardon to John Clerevaus of Croft the elder for not having taken the order of knighthood by Trinity 1333, or Ascension day 1335, pursuant to the king's proclamations; with respite for two years. (*Cal. Pat. Rolls* 1334-8, p. 337).

1344-5, 28 Feb. Boicius Clervaux implicated in the breach of a close at Skirpenbeck, Yorks. (*Ibid.* 1343-5, p. 495).

1350-1, 20 Feb. John Clerevaux concerned with Henry de Scorby, mayor of York, and others in the seizure of the goods and assault of the servants of William de Greystok, chivaler. (*Ibid.* 1350-4, p. 79).

1351, 8 Nov. Receipt of £10 from John Clerevaux of Croft, chargeable upon the customs of wool, etc. (*Ibid.* p. 145).

1351-2, 23 Jan. Order to make allowance to John de Clerevaux of Croft upon these for 100s. of £10 in the port of Kingston-upon-Hull, to be taken in woolsacks. (*Cal. Close Rolls* 1349-54, p. 344).

1353, 4 Oct. Similar order for 100s. of £10 in the port of London, he having been satisfied for 100s. in the port of Hull. (*Ibid.* p. 570).

1354, 26 Nov. John de Clervaux, sometime bailiff of York. (*Cal. Pat. Rolls* 1350-4, p. 393).

1360, 3 June. Order to William de Nessefeld, the escheator, to remove the king's hand from 14 acres of the land of Robert Clerevaux in Croft, and not to intermeddle further therewith, delivering up the issues from

10 August last. The king lately ordered the escheator to certify in chancery wherefore that land, which John de Walmyre, deceased, lately held for life, was taken by him into the king's hand; and the escheator returned that John was outlawed in 1348 at the suit of John son of Roger Derenloue in a plea of debt; whereby his lands were so taken by virtue of a writ of common bench, and afterwards, because the escheator found by inquisition before him taken by virtue of the said writ that John held those 14 acres for life with remainder to Robert Clervaux and his heirs, he so took the same. John de Walmyre died on 10 August last, and the king is aware that the land ought not to pertain to him by reason of the outlawry after the death of the said John (*Cal. Close Rolls* 1360-4, pp. 38, 39).

1365, 2 Sept. Indenture between the abbot and convent of St. Mary's York, and John Clervaux of Croft and Thomas de Sancto Quintino, being a defeasance of a recognisance made in chancery, whereby the said John and Thomas are bound to the abbot and convent in 200 marks, so long as the abbot and convent shall hold and peaceably enjoy all tithes of corn of the town of Stapulton [Stapleton in Croft parish], according to certain indentures made between them and Sir Richard de Beverle, rector of Croft, without let of the said Richard or of any in his name. (*Ibid.* p. 502).

1365, 20 Oct. Order to the escheator in Yorkshire to cause John Clervaux to have seisin of a toft and five bovates of land in Estcouton [East Cowton], held by William son of Simon de Couton, who, it is said, was outlawed for felony. The king has learned by inquisition taken by the escheator that the premises have been in his hand for a year and a day; that William held them of John; that they are yet in the king's hand; and that the escheator had the year and a day and waste, and ought to answer for the same. (*Ibid.* 1364-8, p. 143).

1371, 17 Oct. Recognisance by Henry Bowet, rector of Croft, to John Clervaux, rector of Banham, of a debt of £40 payable by instalments, with right of distraint upon his lands and chattels and ecclesiastical goods in co. York.⁸⁰ (*Ibid.* 1369-74, p. 334).

⁸⁰ Bowet, afterwards bishop of Bath and Wells and archbishop of York, was instituted to Croft 7 Sept., 1371 (*Yorks. Archaeol. Journal* xxv, 177). Banham, of which John Clervaux was rector as early as November, 1362 (*Cal. Close Rolls* 1360-4, p. 431) and was still rector in November, 1377 (*Ibid.* 1377-81, p. 101), is in Norfolk, near Attleborough. He may be identified with John Clervaux, archdeacon of Suffolk, 1373-83 (see note on page 188); but his parentage is uncertain. He exchanged a prebend in the chapel of St. Mary and the Holy Angels at York for Banham, 11 Oct., 1361, and exchanged Banham for Grundisburgh, Suffolk, 4 Dec., 1378 (Blomefield, *Hist. Norfolk*, 1, 352).

1372, 20 Nov. John Clervaux named among the commissioners appointed to arrest derogators of the king's presentation of Henry Blowet to the church of Croft. (*Cal. Pat. Rolls* 1370-4, p. 243).

1388, 8 June. Commission of array for the defence of the Scottish Marches directed to John Clerevaux of Croft. (*Ibid.* 1385-9, p. 475):

1390, 8 July. Grant by Edmund de la Pole, knight, Robert de Bolton and Robert de Garton, clerks, to John de Hermesthorpe, for the king's use, of a messuage and seven bovates of land in Solbergh, sometime of Thomas Clerevaux. (*Ibid.* 1388-96, pp. 291, 292).

1421, 7 April. John Cleruese, chivaler, one of the commissioners in the North Riding to raise a loan for the king's expedition to France. (*Ibid.* 1416-22, p. 385).

1421-2, 12 Feb.; 1422, 28 May; 1423, 7 July; 1424, 20 July. John Clerevaux, knight, on the commission of the peace for the North Riding. (*Ibid.* p. 463; 1422-9, p. 572).

1428, 7 Aug. Commission to John Clerevaux, knight, and others to inquire into complaints about the destruction of fish. (*Ibid.* 1422-9, p. 494).

1429-30, 6 March; 1434, 10 July. John Clervaux, chivaler, knight, a commissioner of array for the North Riding. (*Ibid.* 1429-36, pp. 71, 360).

1431, 12 April. John Clerevaux, knight, a commissioner for the aid to the Crown. (*Ibid.* p. 139).

1457, 16 Aug. Richard Clerevaux, esq., on a commission with Thomas Nevville of Braunspath [Brancepeth], knight. (*Ibid.* 1452-61, p. 368).

1459-60, 30 Jan. Grant to Richard Clerevaux, esq. for good service and labours sustained in the king's repression of the rebellions of the office of understeward and bailiff of Richmond castle, in the king's hands by the rebellion of Richard duke of York. (*Ibid.* p. 541).

1484, 10 August. Grant for life to the king's servant Richard Clervaux, esq. of a tun of wine yearly from the king's prises in the town and port of Hull. (*Ibid.* 1477-85, p. 482).

1487, 10 August. Grant for life to Richard Clerevaux, knight, of one tun of red wine of Gascony. (*Ibid.* 1485-94, p. 175).

1489, 20 June. Exemption for life of Richard Clervaux, knight, from being put on juries, etc., and from being made a justice of the peace, justice of sewers or other officer of the king against his will. (*Ibid.*, p. 266).

1489, 12 June. Marmaduke Claraux, escheator in co. York. (*Ibid.*, p. 397).

1491, 5 July. Pardon of arrears to Marmaduke Clarevaux, late escheator in co. York. (*Ibid.*, p. 344).

1495, 18 Nov. Marmaduke Clarevaux, esq., commissioner of array for the North Riding. (*Ibid.* 1494-1509, p. 52).

These notes will be found to supply some additional details to Longstaffe's account of the family, while they introduce the names of certain members who cannot be identified from his pedigree. It is highly probable that some of these may have belonged to the branch of the house domiciled in York; but at present it is difficult to speak of these with certainty, and the wills in the chartulary throw no clear light upon them.