# TWO BANSTEAD RECOVERIES (1468 AND 1517) AND A FINE (1573).

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## I.—A RECOVERY OF 1468.

WHEN Recoveries were swept away together with Fines in 1833, they had become merely the conventional mode of conveyance by which a tenant in tail was able to alienate his lands. But they were originally devised, Blackstone tells us, to deal with "that stubborn statute *De Donis*," and the design, he says, for which they were set on foot was certainly laudable, viz., "the unrivetting the fetters of estates-tail, which were attended by a legion of mischiefs to the Commonwealth."[1] In form a Recovery is, like a Fine, a judicial proceeding, but, unlike a Fine, there is no agreed settlement, the whole case being complete from the writ to the final judgment, and the form must be supposed to crystallize what was at one time real litigation, even if generally collusive.

It is not clear at what time the form became established, but this has been generally ascribed to the decision in Taltarum's case in 12 Edward IV. Considerable obscurity seems to surround this case,[2] but it is certain that a Recovery alleged to have taken place in 5 Edward IV before Robert Danby and his fellow Justices of the Bench was then considered by the Court. Sir Robert Danby, who was made a Judge of the Court

[1] Blackstone, *Commentaries*, ii, 360.

[2] See F. W. Maitland's *Collected Works*, ii, 310.

of Common Pleas in 1452 and Chief Justice in 1471, and appears from the deference shown to his opinion to have been an excellent judge,[1] was, it will be observed, the very judge before whom the first of the two Recoveries here given, which is dated 8 Edward IV, purports to take place. The document has therefore a somewhat special interest.

But whatever the exact bearing of Taltarum's case it seems certain that Recoveries were really in common use before that date,[2] and this view is strongly supported by the present document, which, it will be observed, contains a large number of abbreviations. These point clearly to the Recovery being already at least to a great great extent common form.

Of the persons mentioned in the Recovery of 1468 very little is known. It would appear from Manning and Bray, who had access to deeds,[3] some of which seem to have disappeared, that Elizabeth Ludsop was the sister of a former owner of Preston in Banstead, Sir Thomas Chetwode, and that Pakyngton subsequently conveyed the manor to a number of persons who were probably trustees for one of the Merlands, who owned Great Burgh, which is also in Banstead. It will be remembered that it was the special peculiarity of a Recovery that the actual possessor of land might convey a better title than he himself had, and Pakyngton was therefore able to convey the fee simple, though Elizabeth Ludsop was only tenant in tail or had some interest in the remainder or reversion.

The document itself is in my own possession. I have for greater clearness printed both Recoveries in paragraphs with marginal notes, though there are, of course, none in the originals.

[1] Foss, *Judges of England*.

[2] See "Notes on the alienation of Estates Tail," by Sir Howard Elphinstone in the *Law Quarterly*, 1890, vol. vi. He suggests, *inter alia*, that Taltarum's case showed that the double voucher was necessary in some cases. The Recovery of 1468 is, it will be seen, with single, that of 1517 with double, voucher.

[3] See *Manning and Bray*, ii, 586.

Edwardus Dei gratia Rex Anglie Francie et Dominus Hibernie Omnibus ad quos presentes litere pervenerint Salutem Sciatis quod Johannes Pakyngton nuper in curia nostra coram Justiciariis nostris apud Westmonasterium implicitavit Elizabeth Ludsop viduam per breve nostrum de recto cujus quidem brevis et retorne ejusdem ac placiti super idem breve necnon warentie attornatorum inde coram prefatis justiciariis remanertium tenores sequuntur in hec verba.

[The writ.] Edwardus Dei gratia Rex Anglie Francie et Dominus Hibernie Vicecomiti Surrie salutem. Precipe[1] Elizabeth Ludsop vidue quod juste et sine dilatione reddat Johanni Pakyngton manerium de Preston cum pertinenciis quod clamat esse jus et hereditatem suam. Qui unde[2] queritur quod predicta Elizabeth ei injuste deforciat. Et nisi fecerit et predictus Johannes fecerit te securum de clamio suo prosequendo tunc summoneas per bonos summonitores predictam Elizabeth quod sit coram Justiciariis nostris apud Westmonasterium in crastino Ascensionis Domini ostensura quare non fecerit. Et habeas ibi summonitores et hoc breve. Teste me ipso apud Westmonasterium quarto decimo die Aprilis anno regni nostri octavo.[3] Quia Johannes Prior di Tanrygge capitalis dominus feodi illius nobis inde remisit curiam suam.[4] Stevenson[5]: Plegii de prosequendo Johannes Pene[6] Ricardus Frere: Summonitores Ricardus Fen Henricus Rede: Rogerus Leukenore, Miles, Vicecomes.

[Sheriff's return.]

[Pleas at Westminster.] Placita apud Westmonasterium coram Roberto Danby et sociis suis Justiciariis Domini Regis de Banco Termino Pasche anno regni Regis Edwardi quarti post conquestum octavo Rotulo cccxviii Surrie, Scilicet Johannes Pakyngton per Johannem Wydeslade juniorem attornatum suum petit versus Elizabeth Ludsop viduam manerium de Preston cum

[Demand against the tenant.]

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[1] This is a writ of right, the purpose of which is to recover lands in fee simple unjustly withheld from the true proprietor. The superior lord waives his right to have the case tried in his manorial Court (curiam remisit). Similarly, in Taltarum's case, John Arundel, lord of the fee, had remised his Court.

[2] Error for inde.

[3] 14 April, 1468.

[4] See previous note. I do not know why John, Prior of Tandridge, John Kirton, Prior, 1467 to 1469, then held this position, but it was probably as a trustee of some other person's interests.

[5] The name of the sheriff's officer.

[6] In the writ of right printed by Blackstone (Appendix, vol. iii) which, except that it is in English, is identical in form, the Pledges of Prosecution are John Doe and Richard Roe and the summoners are John Den and Richard Fen, conventional names of which Pen and Fen here may be precursors.

pertinenciis ut jus et hereditatem suam per breve Domini Regis de recto Quia Johannes Prior de Tanrygge capitalis dominus feodi illius Domino Regi inde remisit curiam suam etc. Et unde dicit quod ipsemet fuit seisitus de manerio predicto cum pertinenciis in dominico suo ut de feodo et jure tempore pacis tempore Domini Regis nunc capiendo inde expletias ad valenciam etc. Et quod tale sit jus suum offert etc.

[Defence of the tenant.] Et predicta Elizabeth per Thomam Hunt[1] attornatum suum venit et defendit[2] jus predicti Johannis Pakyngton quando etc.

Que seisinam ejus de qua seisina etc. ut de feodo et de jure et totum etc. Que maxime de manerio predicto cum pertinenciis etc.

[Voucher.] Et vocat inde ad warentiam Willelmum Belfelde qui presens est hic in curia in propria persona sua. Et gratis [Warranty.] manerium predictum cum pertinenciis ei warentizat.

[Demand against the vouchee.] Et super hoc predictus Johannes Pakyngton petit versus predictum Willelmum tenentem per warentiam suam manerium predictum cum pertinenciis in forma predicta, etc. Et unde dicit quod ipsemet fuit seisitus de manerio predicto cum pertinenciis in dominico suo ut de feodo et jure tempore pacis tempore Domini Regis nunc capiendo inde expletias ad valentiam etc. Qui quod tale sit jus suum offert etc.

[Defence of the vouchee.] Qui predictus Willelmus tenens per warentiam suam defendit jus predicti Johannis Pakyngton quando etc. Et seisinam ejus de qua seisina etc. ut de feodo et jure et totum etc. Et maxime de manerio predicto cum pertinenciis.[3] Et ponit se inde in magnam assisam Domini Regis. Qui petit recognitionem fieri utrum ipse majus jus habeat tenendi manerium predictum cum pertinenciis sicut illud tenet ut tenens inde per warentiam suam an predictus Johannes Pakyngton habendi manerium predictum cum pertinenciis sicut illud superius petit etc.

[Imparlance.] Qui predictus Johannes Pakyngton petit licenciam inde interloquendi. Qui habet etc. Qui postea isto eodem Termino idem Johannes Pakyngton revenit hic in curiam per attornatum suum predictum.

[Default of vouchee.] Et predictus Willelmus tenens per warentiam suam licet solempniter exactus non revenit set in contemptu curie defaltum facit.

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[1] This name curiously enough also recurs (see p. 57). But it can hardly be a conventional name here.

[2] Defence in its true legal sense signifies not a justification, protection or guard, which is now its popular signification, but merely an opposing or denial of the truth or validity of the complaint (Blackstone, iii, 29).

[3] The MS. has no "etc" here as it has in the defence of the tenant.

[Judgment for the demandant.] Ideo consideratum est quod predictus Johannes Pakyngton recuperet seisinam suam versus predictam Elizabeth de manerio predicto cum pertinenciis tenendum eidem Johanni Pakyngton et heredibus suis quietum de predicta Elizabeth et heredibus suis et similiter de predicto Willelmo et heredibus suis imperpetuum. Et quod eadem Elizabeth habeat de terra predicti Willelmi ad valentiam manerii predicti cum pertinenciis etc. Et idem Willelmus in misericordia etc.

[References to the attorney's roll.] Rotulus de attornatis receptis coram Roberto Danby et sociis suis justiciariis Domini Regis de Banco de Termino Pasche anno regni Regis Edwardi quarti post conquestum octavo Rotulo primo Surrie scilicet Johannes Pakyngton ponit loco suo Johannem Wydeslade versus Elizabeth Ludsop viduam de placito terre.

Rotulus de attornatis receptis coram Roberto Danby et sociis suis justiciariis Domini Regis de Banco de Termino Pasche anno regni Regis Edwardi quarti post conquestum octavo rotulo tercio Surrie scilicet Elizabeth Ludsop vidua ponit loco suo Thomam Hunt versus Johannem Pakyngton de placito terre.

In cujus rei testimonium presentibus sigillum[1] nostrum ad brevia in Banco sigillanda deputatum apponendum fecimus, Teste Roberto Danby apud Westmonasterium sexto die julii anno regni nostri octavo. Conyers.[2]

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## II.—A RECOVERY OF 1517.

The second Recovery is less interesting in date, but the circumstances are clearer. It differs a little in form and the writ is missing. It may, however, be taken that the writ was one of Entry *sur disseisin in the Post*, *i.e.*, it alleged that the tenant held *after* an illegal entry by someone else. The original title being thus wrongful, all claims derived from it were necessarily bad. This was the ordinary form of writ used in Recoveries in Blackstone's day, though the writ had

[1] The seal, which measures $2\frac{3}{4}$ inches in diameter, is damaged at the edges, but shows the King seated, with the inscription, ". . gratia Rex A . . . (F)rancie" on one side, and on the other the Royal arms, viz.: the three leopards or lions and the fleur de lys quarterly, with the inscription, "sigillu(m) . . . (b)revibus cor . . ."

[2] The name of the Prothonotary or other clerk of the Court who made exemplifications of records.

then long ceased to be otherwise in use.[1] Except for the alteration, due to the Act of 1540 (see note), and the use of English instead of Latin, the whole exemplification of a Recovery given by Blackstone is practically identical with this Recovery of 1517. The resemblance is, in fact, so close that the abbreviations can easily be reconstructed from Blackstone's full form (see notes).

The persons and circumstances of the Recovery are as follows. By Indenture of 19th July, 1513, Alexander Cherlewode, of Chepstead, had granted to John Lambard, of Woodmansterne, for £12, the yearly rent of 8*s.* as all other rents and services belonging to his manor and lands of Perrotts, in Banstead, and agreed that Lambert should have the manor for a further payment of £66 : 13*s.* 4*d.*, if he, Charlwood, should be disposed to sell it. (This deed does not appear to be in existence, but is recited in the following deed.) By a further Indenture of 20th November, 1516, Charlwood, being fully minded to sell, bargains and sells the manor and lands to Lambert for £66 : 13*s.* 4*d.*, and covenants that he and all other persons who are now seized of them to his (Charlwood's) use shall be seized of them to the only use of Lambert and his heirs; and he further covenants to make, or cause to be made, to Lambert, or to such other person or persons as shall be named by Lambert, a sufficient sure and lawful estate by deed, fine, recovery, or otherwise. After provision for paying the £66 : 13*s.* 4*d.* in four instalments has been made, it is provided that if the said estate has been made and Charlwood is disposed at any time within the next seven years to buy again the manor and lands to be had to him and the heirs of his body to their only use, then he may have it of Lambert, or such other person or persons as are seized to Lambert's use, repaying the sums of £12 and £66 : 13*s.* 4*d.*

The deed of 20th November, 1516, is evidently a contract of sale to be perfected by a formal conveyance, and the Recovery which follows is, in fact, that conveyance. The form of a Recovery was, no doubt, adopted

[1] Blackstone, *Commentaries*, iii, 182.

because Charlwood was not owner of the fee simple, but tenant in tail. It will be observed that Charlwood has, under the contract, a power of re-purchase, and this he could apparently have enforced notwithstanding the Recovery, for, by Deed Poll of 26th March, 1520, for money paid to him by John Lambert, he re-leased to John and James Skinner and Couper in possession being, and their heirs and assigns for ever, all his right in the premises mentioned in the Recovery, according to the effect of the indenture of 20th November, 1516.

The Skinners, who belonged to a well-known Reigate family, which had interests at Woodmansterne, and Couper, who appear as the demandants in the Recovery, were evidently John Lambert's trustees or friends. The Skinners re-appear in his Will, in 1533, as does one Robert Cowpar, of Horley.[1] The Will also shows that Lambert was not then living at Perrotts, but in a house on copyhold land in Banstead, and there is other evidence to show that he let Perrotts.

The Recovery itself, unlike that of 1468, is one with double voucher. The first vouchee is Charlwood, who had been tenant in tail. The second is one Fyssh, no doubt a man of straw, who, if the practice of Blackstone's day was already established, was in fact the crier of the Court. He was then known as the "common vouchee," receiving 4*d.* for each Recovery, "thus," it has been observed, "cheerfully, and we presume not ungainfully, passing his life, or so much thereof as was covered by the legal terms, in perpetual contempt of the Court of Common Pleas and liability to be fined at the King's discretion."[2]

[Pleas at Westminster.] Placita apud Westmonasterium coram Roberto Rede[3] Milite et sociis suis Justiciariis Domini Regis in Banco in Termino Sancti Hilarii anno regni Regis Henrici octavi post conquestum Anglie octavo. Rotulus Clamorum—Conyngesby.[4]

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[1] Arch. Surrey, *Heats*, 45. [2] Pollock, *Land Laws*, p. 84.

[3] Sir Robert Rede was made Chief Justice of the Common Pleas in 1506. He founded the Rede Lectures at Cambridge, and died in 1519.

[4] The prothonotary (see p. 54). Recoveries being in form judicial, proceedings could of course only be had in term time.

[Demand against the tenant.]

Surria Scilicet Johannes Skynner Junior Jacobus Skynner et Johannes Couper in propriis personis suis petunt versus Johannem Lambard manerium de Perrottys cum pertinenciis ac unum toftum centum acras terre centum acras pasture viginti acras bosci et decem solidos sex denarios et unum obolum redditus ac redditum dimidium libre piperis cum pertinenciis in Bansted ut jus et hereditatem suam Et in quo idem Johannes Lambard non habet ingressum nisi post disseisinam quam Hugo Hunt[1] inde injuste ac sine judicio fecit prefatis Johanni Skynner, Jacobo, et Johanni Couper post primam transfretationem Domini Henrici Regis filii Regis Johannis in Vasconiam[2] etc. Et unde dicunt quod ipsimet fuerunt seisiti de manerio predicto cum pertinenciis et de tofto terre pastura bosco et redditu predictis cum pertinenciis in dominico suo ut de feodo tempore pacis tempore Domini Regis nunc capiendo inde expletias ad valorem etc.[3] In que etc.[4] Et inde producunt sectam etc.[5]

[Defence of the tenant.]

Et predictus Johannes Lambard in propria persona sua venit et defendit[6] jus suum quando etc.[7] Et vocat inde ad

[Voucher.]

warrantiam Alexandrum Charlewode qui presens est hic in

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[1] Hugh Hunt was still disseising honest men of their lands in Blackstone's time. Curiously enough Henry Hunt was the name of the plaintiff in Taltarum's case.

[2] This is the statutory limit of 3 Ed. I, c. xxxix, which provides "q̃ le brief de novele diseisine & de porpartie q̃ est appelle nuper obiit eient le terme puis le primer passage le Rey Henry, piere notre Seignr le Rey q̃ ore est, en Gascoyngne." The limitation had, of course, in 1517 become no limitation at all, and in 1540 a limit of 30 years was fixed for writs of novel disseisin. Hence Blackstone's form says, "within thirty years now last past."

[3] The missing words may be supplied from Blackstone as follows: To the value [of six shillings and eightpence and more in rent corn and grass]

[4] Into which [the said John hath not entry unless as aforesaid]

[5] And thereupon they produce suit [and good proof].

[6] "Defendit" seems to be used here in its ordinary modern sense, but according to Blackstone this is not so, "jus suum" meaning, despite the grammar, the right of the claimants, or, if grammar is to prevail, the meaning is that the tenant denies the demandants' right to be what the demandants represent.

[7] When [and where it shall behove him]. The words involve an admission of the jurisdiction of the Court to try the case.

[Warranty.] curia in propria persona sua et gratis manerium predictum cum pertinenciis ac toftum terre pasturam boscum et redditum predicta cum pertinenciis ei warrantizat etc.[1]

[Demand against the vouchee.] Et super hoc predicti Johannes Skynner, Jacobus, et Johannes Couper petunt versus ipsum Alexandrum tenentem per warrantiam suam idem manerium cum pertinenciis ac eadem toftum terre pasturam boscum et redditum cum pertinenciis in forma predicta etc. Et unde dicunt quod ipsimet fuerunt seisiti de manerio illo cum pertinenciis ac de tofto terre pastura bosco et redditu illis cum pertinenciis in dominico suo ut de feodo tempore pacis tempori Domini Regis nunc capiendo inde expletias ad valorem etc. Et in que etc. Et inde producunt sectam etc.

[Defence of vouchee.] Et predictus Alexander tenens per warrantiam suam defendit jus suum quando etc.

[Further voucher.] Et vocat ultimus inde ad warrantiam Thomam Fyssh qui similiter presens est hic in curia in propria persona sua.

[Warranty.] Et gratis manerium predictum cum pertinenciis ac toftum terre pasturam boscum et redditum predicta cum pertinenciis ei warrantizat.

[Demand against the second vouchee.] Et super hoc predicti Johannes Skynner, Jacobus et Johannes Couper petunt versus ipsum Thomam tenentem per warrantiam suam idem manerium cum pertinenciis et eadem toftum terre pasturam boscum et redditum cum pertinenciis in forma predicta etc. Et unde dicunt quod ipsimet fuerunt seisiti de manerio illo cum pertinenciis ac de tofto terre pastura bosco et redditu illis cum pertinenciis in dominico suo ut de feodo tempore pacis tempore Domini Regis nunc capiendo inde expletias ad valorem etc. Et in que etc. Et inde producunt sectam etc.

[Defence of second vouchee.] [Imparlance.] Et predictus Thomas tenens per warrantiam suam defendit jus suum quando etc. Et petit licentiam inde interloquendi. Et habet etc. Et postea isto eodem Termino predicti

[Defence of second vouchee.] Johannes Skynner, Jacobus, et Johannes Couper revenerunt hic in curiam in propriis personis suis. Et predictus Thomas tenens per warrantiam suam licet solempniter exactus non revenit sed in contemptu curie defaltum fecit.

[Judgment for the demandants.] Ideo consideratum est quod predicti Johannes Skynner, Jacobus, et Johannes Couper recuperent seisinam suam versus predictum Johannem Lambard de manerio predicto cum pertinenciis ac de tofto terre pastura bosco et redditu predictis cum pertinenciis. Et quod idem Johannes Lambard

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[1] Warrants [and prays that John Skynner, James, and John Couper may count (*i. e.*, tell their story) against him].

habeat de terra predicti Alexandri ad valorem etc.[1] Et quod idem Alexander habeat de terra predicti Thomæ ad valorem etc.[2]

Et idem Thomas in misericordia etc.[3]

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## III.—A FINE (1573).

The Fine which follows relates to the same manor and lands of Perrotts as the Recovery suffered by John Lambert in 1517, and the Roger and John mentioned were his grandsons. Fines had long been common form —they had, indeed, formed the subject of special legislation as far back as the time of Edward I—and the model given by Blackstone, except for the use of English, is practically identical with this one. It is not, therefore, in any way specially remarkable, and is merely given here for the sake of comparison with the Recoveries.

Like a Recovery, a Fine purports to be a judicial proceeding, but it records an agreed settlement—the finalis concordia, from which the name is derived—solemnly embodied in a judgment of the Court of Common Pleas. The document here given does not, it will be observed, quote the writ, with which the proceedings necessarily began, but it is a memorandum of the result, the "Foot," chirograph or Indenture of the Fine.[4]

Now, there were several kinds of Fine. This one is a Fine "sur cognizance de droit come ceo que il ad de son done," that is, a recognition by the cognizor or deforciant (in this case Roger and his mother Catherine) that the right to the land is in the plaintiff or cognizee (John)

[1] To the value [of the aforesaid manor]. [2] *Ibid.*

[3] Blackstone has no etc. here, but gives the rest of the story in full. It would run here as follows: [And hereupon the said demandants pray a writ of the lord the King to be directed to the Sheriffs of the County aforesaid to cause them to have full seisin of the manor and lands aforesaid with the appurtenances and it is granted unto them returnable here without delay] and the return of the writ is then recited.

[4] Blackstone's forms will be found in the Appendix to vol. ii.

as that which he has by the cognizors' own gift. It is, in fact, as Blackstone says, a confession of a former conveyance.[1]

To understand the purpose and effect of the Fine, it is necessary to explain the facts of the case. On 15th November, 1572, Roger Lambert, of Ewell, and his mother Katheryne Lambert, widow, had entered into a contract of sale of the manor and lands to John Lambert of Banstead, his younger brother, with a covenant by Roger that he and his wife Beatrice would execute whatever further was required by John's counsel whether by deed, fine, feoffment, recovery, release, confirmation, or otherwise, with warranty against all persons. On 18th November Roger gave a bond for £200 for the due performance of this contract, and on 21st November, 1572, Roger and his mother executed a deed declaring that they had granted Perrotts to John to hold to him and his heirs for ever, and they give a warranty against all the world, and constituted William Best of Gatton their attorney to hand over the premisses to John. This is followed by the Fine.

Now, a Fine was almost the only act that a married woman was allowed by law to do, and that because, being supposed to be privily examined by the judge as to her voluntary consent, the suspicion of compulsion by her husband was removed. It was therefore "the usual and almost the only safe method whereby she could join in the sale, settlement or encumbrance of any estate."[2] In this case the Fine was presumably employed in order to make Roger's wife Beatrice a party to the sale and thereby bar her claim to dower.[3] It will be observed that Beatrice was not a party to the earlier deeds.

[1] ii, 352.

[2] See Jacobs, *Law Dictionary* (1809), under Fine.

[3] By the Statute of Uses (27 Henry VIII, c. 10) dower could be barred by jointure, but in the absence of a jointure the wife's old common law right to one-third of all lands of which her husband had been seised at any time during the coverture remained.

The Fine then being levied, John's title to the land was complete. All claims of the other parties, viz., Roger, his mother, and Roger's wife, were barred, as were all claims of their privies (*i. e.*, anyone claiming under them by any right of blood or other representation) and of strangers (*i. e.*, all other persons in the world). Such was the high force and effect of a Fine.

Hec est finalis concordia facta in curia Domine Regine apud Westmonasterium a die Pasche in quindecim dies anno regni Elizabethe Dei gratia Anglie Francie et Hibernie Regine Fidei Defensoris etc. a conquestu[1] quintodecimo coram Jacobo Dyer Ricardo Harpur Rogero Manwood et Roberto Monnson Justiciariis[2] et aliis Domine Regine fidelibus tunc ibi presentibus inter Johannem Lambert querentem et Rogerum Lambert et Beatricem uxorem ejus et Katerinam Lambert viduam deforciantes de manerio de Parretts cum pertinenciis et de sexaginta acris terre sexaginta acris pasture sexaginta acris bosci[3] et tresdecem solidatis et quattuor denariis redditus cum pertinenciis in Bansted et Chepsted ac de communia pasture pro trescentis ovibus[4] in Bansted unde placitum conventionis fuit inter eos in eadem curia Scilicet quod predicti Rogerus et Beatrix et Katerina recognoverunt predicta manerium terram et communiam pasture cum pertinenciis esse jus ipsius Johannis ut illa que idem Johannes habet de dono predictorum Rogeri et Beatricis et Katerine. Et illa remiserunt et quieta clamaverunt de ipsis Rogero et Beatrice et Katerina et heredibus suis predicto

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[1] This must be wrong. Below "denariis" is written "denarat."

[2] Sir James Dyer, a good lawyer and an excellent man, was Chief Justice of the Common Pleas, 1559–82. Manwood, who had only just been appointed a Justice of the Common Pleas, was subsequently Chief Baron of the Exchequer. Like Bacon later, he was accused of bribery. He died in 1592. Monson also got into trouble later for his freedom of speech, and was imprisoned in 1579, but not being then deprived, his name continued to appear in Fines. He died in 1583, and there is a punning epitaph on him in Lincoln Cathedral—"Lunam cum Phœbo jungite," etc. (Foss).

[3] These figures are purely conventional. The contract of sale shows that the actual acreage sold was 125 acres in Banstead, of which 20 are described as woodland, 43 as arable and pasture, and the rest as arable. The acreage and fields are practically identical with the tithe map of 1841. The acreage of the Chipstead land is not given, but in 1513, when Alexander Charlwood bought it, it was described as about 18 acres.

[4] This Right of Common was referred to in litigation which took place in 1541 (see *History of Banstead*, p. 168). Several witnesses then put the number of sheep at 200.

Johanni et heredibus suis imperpetuum. Et prœterea iidem Rogerus et Beatrix et Katerina concesserunt pro se et heredibus ipsius Rogeri quod ipsi warrantizabunt predicto Johanni et heredibus suis predicta manerium terram et communiam pasture cum pertinenciis contra omnes homines imperpetuum. Et pro hac recognitione remissione et quieta-clamatione warrantia fine et concordia idem Johannes dedit predictis Rogero et Beatrici et Katerine centum et triginta marcas argenti.[1]

[*On the back.*] Deliberatum per proclamationem secundum formam statuti.[2]

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[1] This sum, like the acreage, is evidently conventional. The documents do not give any figure, speaking only of a certain sum of money paid by John before the execution of the deed.

[2] 4 Henry VII, c. 24 (reinforcing legislation of Edw. I and Ric. III), required proclamation four times during the term in which the Fine was made and four times during the three succeeding terms. These proclamations were reduced by an Act of 31 Elizabeth to one in each term (see the form in Blackstone, Appendix to vol. ii).