

A RECORD OF THE ARCHDEACONRY COURTS
OF BUCKINGHAM DURING PART OF 1521, A.D.

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LATE VICAR OF MARSWORTH.]

The document here transcribed is the oldest but one extant in the Registry at Aylesbury which gives the proceedings of the Courts of the Archdeaconry.* The oldest is one of the Courts of 1491—1493, and is, like this, composed of fragments, but except for a small proportion of the entries, and the registration of some wills given at full length, it is little more than a bare statement that each Court was held, giving dates and places. Even so, however, it is interesting enough, and its few particulars are important. But, in order to understand it, some idea of the procedure in the ancient courts is necessary, and the best introduction to this is the present fragment of 1521. From various signs in it and the change at times from the third person to the first, it would appear to be the notes made by the Commissary, the Judge, himself, and not the minutes of the Courts transcribed by the clerk for the Registry—which under the name of Acta are mentioned in it. Those minutes may possibly be at Lincoln, though I much doubt their existence there, for I did not find them. Besides giving us glimpses into the procedure of the Court, this MS. opens a vista—indeed, more than one, into customs of the time, especially as regards entering into matrimony, and shows to view utterly forgotten things. The full meaning of the view thus given is not grasped except by careful attention to the fragmentary accounts of the different cases, but the conclusions come to by careful perusal are, I think, clear enough.

The MS. itself consists of leaves of paper of folio size sewed together. The leaves have suffered from age and want of care in the past. The writing is not in itself difficult where not frayed away and not too faded: the trouble to the decipherer, as is still more the case with the document of 1491-3, lies in the contrac-

* These have now been transferred to the Bodleian.

tions and the setting down of a single letter to represent a word. In this MS. of 1521 also the positions of some of the incomplete notes, which are not all in order, give need of further thought. The spelling of the Latin, too, is imperfect, and it is very difficult at times to distinguish c from t; indeed, in most places "ct" is written almost certainly "cc": "eciam" is for etiam also, and there are other like vagaries. I have noticed in dealing with late mediæval documents that not only the spelling but the grammar of the Latin is liable to become faulty after the beginning of the 15th century. The Black Death swept off most of the educated clergy, and the civil wars following the war with France did the reverse of mending the evil.

By much working amongst the law reports of local Courts of mediæval times one realises something of the general procedure. The Courts of the Archdeaconry naturally adhered in much to older forms, and the analogy of procedure, distinct as these courts were from the actual law courts, shows itself in them.

Application was made to the Court for leave to bring in a case, and to have the accused person cited to appear. This being granted, the day was appointed and the citation sent out. If both respondent and appellant then came, the next arrangement was for the beginning of the case between them at some day not far distant, and the defendant (as also the appellant) might ask to put in his place an attorney, a procurator—or proctor—the name varied with the court. In modern days we do not have to go to the court to state the name of the solicitor we wish to employ: in the Middle Ages the court had to have before it, practically almost to sanction, the name of the proctor or attorney chosen. The sanction, given in writing, contained usually a clause granting the right to substitute another proctor or attorney in case of need of any sort, and this was done by a regular formula in the document in order to make it valid. Then the Judge or the Court fixed a day in which both parties were to appear for the first production of proofs or witnesses, and of replies to these.

If neither party came to this opening of the case the Court, with various penalties, required their

attendance at a later date. If the defendant had not appeared, there was penalty in the same way. If the appellant did not come and the defendant did, the case fell through by default.

After the Court had tried the witnesses or considered the proofs at the first hearing, and any further evidence was needed, a second day was appointed for the second stage of prosecution and defence. Supposing that one party or his proctor came and the other did not to this second hearing, then by default of their not appearing the evidence to be produced for this stage had to be set aside. The stage was foreclosed. And if a further day was wanted by either party, a day for the third production of evidence was granted, and it would seem that that stage only could be the business of the Court.

The Commissary is called general sequestrator;—our idea of sequestration is of things only, not of persons, but the MS. shows that he could order the sequestration of persons, as, for instance, of a daughter when there was an action about a marriage contract, and the parents were exercising, or were thought to be exercising, undue influence or tyranny, to prevent her marrying or not marrying as she wished, and to force her to give wrong evidence. The requirement as to testimony which incidentally shows itself that a witness should be free-born is a relic of past days, as we know, and so is the "compurgation"—to our ideas one of the strangest methods of proving "innocence." The accused was allowed to clear himself of any charge by coming forth as ordered and taking a solemn oath that he was innocent, and bringing with him three or four or more, according to the number ordered, persons of good repute and standing, who at the same time took oath that he was of good character and guiltless of the crime. If he did this the Judge could pronounce him a clean character; if he failed to find the required number of "compurgators" he was considered guilty. An instance given in the MS. shows how faulty and how crude this custom was; and we see a priest able thus to clear himself by means of three or four fellow priests; while reasoning from

evidence given in the other part of the case we are left with grave doubts indeed about his innocence.

Less strange, but even more interesting, is the light thrown on the accustomed way of entering into marriage. In none of the cases does the full record of proceedings in Court remain, but from the fragments which exist we realize that the accustomed way was analagous,—I cannot say that it was more than analogous,—to what has so long prevailed in Scotland. If either party to a marriage contract could bring into court proofs unrefuted that certain words of consent, passed between them, had been heard by others from their own lips, or that they had told to others that they had entered into a marriage contract, this was sufficient evidence for the Archdeacon's Court to decree that the contract was made, and was binding. † The solemnization which followed was the sanctifying of the bond, but it would seem that the contract and consent were more than we understand by betrothal, were in effect sufficient, and the man and woman by custom were made husband and wife through the contract. This is, of course, the original of our breach of promise cases, but it is on a totally different plane; the nearest case to these in the MS. is that of John Farynsede, in which it seems as if compensation by money paid was agreed upon. But the case was one in which there could not really be any sanctifying of the union. The most fully-reported case, that of Joan Stevyns, has in it something even pathetic, but we have to reason in order to grasp the situation. She had bound herself to William Stevyns; her parents refused consent, and evidently forced her to take a John Pym, who appears in Court as a rival claimant to her hand, against the claim made by William Stevyns.

The wills scheduled, like other wills of the late Middle Ages in Buckinghamshire, leave a small legacy to the support of the Mother Church in Lincoln Diocese.

F. W. R.

† Note particularly the words used on p. 315 in the case of William Stevens and Joan Stevyns.

Fol. [1.]

[A.D. 1521.]

Fiat procuratoriu(m) pro domino Thoma Ryly rectore de Hockott ad excusandam suam comparacionem etc. T. Jakeman in legib. baccall: D. Wyll'm Everton Vicarius de Wendover Edwardus Standish et David Powell notari. public. D Willmus Leggyngham Vicarius de Kymbell Magna.

Let there be a procuration made for Sir Thomas Ryly, rector of Hulcott, to defend his acquisition of &c. T. Jakeman, LL.B: Sir Will'm Everton, Vicar of Wendover, Edward Standish and David Powell, public notary, and Sir William Leggyngham, Vicar of Kymbell Magna, [the proctors.] Ingre for the fees of Institution of Ric Ellys par.

Inquire pro feodis inductionis Johannis Bent, rectoris de Wave[ndon] Inquire pro feodis induc(t)ionis domini Christoferi Perkyn, rectoris de Bow Bry[khill]

Item for the fees of Induction of Falley & of Sheryngton

Item for the fees of induction of Ivinghow & of Donyngton

The Will of John Raunse, of Bledlow, was proved by his wife Agnes.

Testamentum Johannis Rawnse de Bledelow probatum fuit per ejus uxorem Agnetem.

Testamentum Johannis Loyss probatum fuit de Mursley per Waltherum Myllner et Annam ejus uxorem

The will of John Loyss, of Mursley, was proved by Walter Myllner and Ann his wife.

Testamentum Ricardi Hunt de Mysynden parva per Joannam uxorem ejus.

The will of Richard Hunt, of Little Missenden [was proved] by Joan his wife.

on back of fol 1.

balls et hykman Inductio

. . . bailiff and Hykman. Induction.

Fol. 2.

Crendon.

Acta habita ibidem coram Magistro Thoma Jakeman

Crendon.

Proceedings there before Mr. Thomas Jakeman commis-

sary of the Archidiaconatus de Buk' die veneris quinto die mensis[] Anno Dni 1521.

on Friday 5th of A.D. 1521.

In quadam causa

Elizab. Shortred. matrimoniali prius contra Thomas habita predictus Alsy. Thomas comparuit [et] mulier non

Elizab. Shortred against Thomas Alsy. The aforesaid Thomas appeared. The

comparuit. Ideo Judex pronunciauit ipsam contumacem et decrevit mulierem cont[umacem] et in non comparendo et sic preclusit terminum hujus diei, et dedit parti muli[eris] terminum ad tercio producendum in proxima. Et quia prefatus Thomas Alsy q[ui?]m[odo?] habuit terminum ad purgandum se iijta manu ut supra; non suffic[ientes] hoc die produ[xit] vicinos suos ad purgacionem faciendam ac defecit in purgacione sua hujusmodi, ideo judex

woman did not appear. The judge accordingly pronounced her contumacious, decreed her guilty of contumacy in not appearing, and thus foreclosed her term on this day, giving the woman's side a term for the third process in the next court. And because the aforesaid Thomas Alsy (who now) had an appointed time for clearing himself with the aid of three compurgators, as above stated, did not this day produce a sufficient number of his neighbours

reputavit ipsum convictum et
oneravit ipsum jurejurando ad
peniten[tias] publicas fac[iendas]
prout sequitur.

Eodem die Mr.
Willas Stevyns Johes Oliver
contra Johannem nomine procura-
Stevyns. torio Willimo
Stevyns satisfici-

endo terminum porrexit Judici
quosdam positiones et Articulos in
quadam causa matrimoniali prius
mota inter Willm Stevyns partem
actricem et Johannam Stevyns
partem ream, et petit quod pars rea
compellatur jurejurando prius
onerata ad respondendum person-
aliter positionibus et articulis pre-
dictis, quibus positionibus et artic-
ulis mulier onerata jurejurando
respondit ut in articulis et positioni-
bus plenus patet. Et Mr Bulkley
petiit primum terminum produc-
torum testim[onii] precludi, et
judex preclusit primum terminum
[et] assignavit eidem secundum ter-
minum producturium in die jovis
proximo apud North Merston et
monuit partem ream ad interessend-
um eodem die. Postea partes pre-
dicte petierunt publicacionem respon-
sionum ad articulos et positiones, et
judex decrevit articulos et positiones
publicari et pro* publicis haberi et
copiam tradi partibus.

Et Mr Bulkley nomine procuratorio
Johanne Stevens mulieris petit quod
Will's Stevyns potest onerari jura-
mento calumpnie et sic Judex
oneravit ipsum juramento calump-
nie. Ac eciam Mr. Bulkley nomine
procuratorio mulieris petit seques-
tracionem relaxandam, et sic ex
consensu oinun partium Judex
relaxavit sequesstracionem et pro-
hibuit Johi Pym quod non 'adhere-
bit' mulieri nec 'accedat' eedem

to carry out his clearing of himself,
and so failed in this 'purgation,'
therefore the judge considered him
convicted and bound him by oath
to undergo public penance as
follows:—*

On the same day
William Stevens Mr. John Oliver
against Joan as proctor for
Stevens. William Stevyns,

in satisfying the
requirements of the judge for the
appointed time † set forth before
him certain points and allegations
in a case concerning matrimony
before brought up between William
Stevyns appellant and Joan Stevyns
defendant, and petitioned for the
defendant to be compelled on oath
to answer the points and allegations
aforesaid. To which points and
allegations the woman having taken
the oath responded as more fully
appears in the points and allega-
tions. And Mr. Bulkley petitioned
that the first time of appointment
for producing testimony might be
closed, and the Judge consented,
and appointed as time for the second
production of witnesses the next
Thursday, at North Marston, and
warned the defendant to be present
on that day. Afterwards the afore-
said parties petitioned for the publi-
cation of the answers to the points
and allegations, and the judge
decreed to have them published,
held as public and copies to be given
to the parties.

And Mr. Bulkley, as proctor for Joan
Stevens, the woman, petitioned that
William Stevyns might be compelled
to answer for calumny on oath.
And the Judge decreed this. And
also Mr. Bulkley, as proctor for the
woman, petitioned for the cessation
of the sequestration [of the woman],
and so by consent of all parties the
Judge released her and forbade John
Pym to attach himself to her or
approach her illicitly, till the case

* This word is only partly legible.

* The description of the penance
does not follow.

† This means that he appeared for
the case on the day appointed.

illicite quousque causa inchoata
 finiatur nec adhererit corsitio*
 (?consortio) ejusdem mulieris, nec
 e contra mulier non 'adhererit'
 consortio viri illicite nec 'habebunt'
 colloquia adinvicem quousque causa
 inchoata finiatur sub pena 'excom-
 municatione majori,' et mulier
 'stabit' cum patre ejusdem per
 decretum judicis.

Testamentum Johannis Cok de
 Queynton probatur per Margeriam
 uxorem ejus et Johem filium eorundem.
 Lincoln iid. fee. null. quia
 dimittitur in forma pauperis.

Robertus Broke In quadam causa
 matrimoniali. Par-
 contra Johannam tes comparuerunt,
 Est. et predictus Ro-
 bertus Broke ad

probendam intentionem suam allegat
 quod in domo cu[jusdam] Galfridi
 Est de Radnage prope festum nativita-
 tatis Sti Johis B[aptiste]]
 [] per duos annos elapsos com-
 municationem matrimonialem habuit
 cum eadem Johanna[] et
 tandem cum eadem volens contra-
 here, dixit mulier[] 'I
 take the Jone to my wiff as long as
 our lyves s(hall) endure and ther
 unto I plight you my traught' et
 p[re]dicta Johanna] dixit eidem
 Roberto eadem verba vel in effectu
 consi[milia eandem] sententiam
 exprimentia et ad invicem osculati
 []

back of folio.

et mulier negat contractum
 predictum.

Judex continuavit productionem
 testium in ista causa quousque pos-
 test venire ad propinquiora loca vel
 viciniora. Ac eciam judex prohibuit
 et inhibuit partibus predictis quod
 interim non facient nec contrahant
 matrimonium cum aliquo alio quous-
 que ista causa inchoata finiatur, et

begun was carried through; he for-
 bade him also to attach himself to
 anyone belonging to the woman, and
 on the other hand forbade the
 woman to attach herself to anyone
 belonging to the man,* and forbade
 any intercourse between them till
 the case was concluded, under
 penalty of the greater excommunica-
 tion. And the woman, by decree of
 the Judge, shall remain with her
 father.

The Will of John Cok, of Quainton,
 is proved by Marjory his wife and
 John their son. (He devised) to
 Lincoln Cathedral 2d. There were
 no fees because the probate was dis-
 charged as a poor man's case.

Robert Broke In a case concern-
 ing matrimony.
 against Joan The parties ap-
 Est. peared; and the
 aforesaid Robert

Broke, in order to prove his inten-
 tion, alleges that in the house of a
 certain Geoffrey Est of Radnage, at
 about the feast of the Nativity of
 St. John the Baptist two years pre-
 viously, he had a conference about
 (their) marriage with the same
 Joan [Est], and in the end, wishing
 to bind himself to her, said to the
 woman 'I take thee, Jone, to my
 wiff as long as our lyves s(hall)
 endure and ther unto I plight you
 my traught': and the aforesaid
 [Joan Est] replied to the same
 Robert in the same words or in
 words to the like effect expressing
 the same sentiment, and then they
 kissed each other.

and the woman denies the
 aforesaid contract.

The judge put off the further pro-
 duction of evidence in this case until
 he is able to be in closer or close
 neighbourhood [to where they
 lived]. He also forbade and inhib-
 ited the aforesaid parties, that they
 should not meanwhile make nor
 agree to marriage with any other

*The word seems to read thus—but
 it has no meaning.

*'vir' is used as implying the claim
 to be husband.

potissime inhiuit mulieri quod non contrahat matrimonium cum aliquo alio, pendente lite, sub pena excommunicationis maioris.

Inquire de Radulpho Whiler quia recepit xiid de Emma Est ut ipsa dixit.

Citetur Johannes Edmundes de Crendon detectus quod 'tenetur'* quod prout fama laborat habet duas uxores ac eciam non facit moram infra istam parochiam tempore Pasche, ac dubitatur an solet recipere eukaristiam, prout tenetur, quolibet anno preterito etc. Judex decrevit ipsum citandum.

In quadam causa Elizabeth Adam matrimoniali. contra Johannem Continuatur ista Farynsede parochie causa sub spe conchie de Crendon, cordie usque in proximam curiam viz. diem Jovis prox. tenend. apud North Merston.

Post consecrationem Episcopi Ad. Administracio bonorum Jacobi Werner de Chesham ijs iiij d. non. fe.

e. de Testamento Ricardi Cok de North Crowley. Lincoln. [] non. fe.

T. de Testo. Roberti Adam[s]. de Risborow Principis. Lincoln. [] fee. vjs viij d

T. de Testo. Willi Hobbes de Okeley. Lincoln. [] non fe.

T. de Testo. Ricardi Nerfeld de Stowe. Lincoln. [] fe. ijs

T. de Testo. Isabelle Shawme de Lynchelade. Lincoln. [] non. fe.

T. de Testo. Johannis Tranell de Lathbury. Lincoln. [] f. ijs .iiij d

parties until the present case was concluded: and particularly inhibited the woman from agreeing to marriage with any other man, during the continuance of this case, under penalty of the greater excommunication.

—Ascertain from Ralf Whiler why he received 12 pence from Emma Est which she herself says he did.

Let John Edmundes of Crendon be cited, charged with having, as report says, two wives; also with not staying in this parish at the time of Easter. It is doubtful whether he has been accustomed to receive the eucharist in any previous year, and he is reported as defaulting. The judge decreed that he should be cited.

In a case concerning Elizabeth Adam matrimony. against John Farynsede of Crendon parish. This case is suspended in the hope of agreement being reached, till the next Court, viz., the next Thursday, to be held at North Marston.

After the Bishop's consecration. Ad. Administration of the goods of James Werner of Chesham. 2s. 4d. [devised to Lincoln]:—no fees.

e. From the Will of Richard Cok of North Crowley—to Lincoln []. no fees.

T. from the Will of Robert Adam(s) of Princes Risborough—to Lincoln []. fees 6s. 8d.

T. from the Will of William Hobbes of Oakley. — to Lincoln []. no fees

T. from the Will of Richard Nerfeld of Stowe.—to Lincoln []. fees 2s.

T. from the Will of Isabel Shawme of Linslade—to Lincoln [] no fees

T. from the Will of John Tranell of Lathbury. — to Lincoln [] fees 2s. 4d.

* Evidently a confusion. Tenetur was not intended to stay, and the second quod is redundant.

- T. de Testo. Roberti Wellys de Agmondesham. Lincoln. [] no.f.
- [Ad] Administracio bonorum domini Christoferi Perkyn de Fenny Stratford committitur domino Christofero Perkyn rectori de Bow Brickhill. recepi ijs iiiij d. pro feod.
- T. (de) Testo. Richardi Smyth de Missenden Magna. Lincoln [] f. ijs
- T. (de) Testo. Johannis Reyner de Hoggeston. Lincoln. [] f. ijs.
- Ante Consecrationem
- T. (de) Testo. Thome Ellys de Queynton. Lincoln [] f. iij s iiiij d
- T. (de) Testo. Willmi Phillips de Hardweke. Lincoln [] f. xij d
- T. (de) Testo. Johannis Howsse de eadem. Lincoln [] f. viij d
- T. (de) Testo. Thome Bayly de Coddington. Lincoln [] f xij d
- T. (de) Testo. Willi Stevyns de Fenny Stratford. Lincoln [] f xij d
- T. (de) Testo. Willi Flecher de Newporte. Lincoln [] non.f.
- T. (de) Testo. Johanis Crassope de Milton Keynes. Lincoln [] non.f.
- T. (de) Testo. Jacobi Clerke de Newporte. Lincoln [] non.f.
- T. from the Will of Robert Wellys of Amersham—to Lincoln [] no fees.
- [Ad]. The administration of the goods of Sir Christopher Perkyn of Fenny Stratford is committed to Sir Christopher Perkyn rector of Bow Brickhill. I received 2s. 4d. for fees.
- T. from the Will of Richard Smyth of Great Missenden—to Lincoln [] fees 2s.
- T. from the Will of John Reyner of Hoggeston.—to Lincoln []. fees 2s.
- Before [the Bishop's] Consecration
- T. from the Will of Thomas Ellys of Quainton—to Lincoln [] fees 3s. 4d.
- T. from the Will of William Phillips of Hardwick — to Lincoln [] fees 12d.
- T. from the Will of John Howsse of the same (parish)—to Lincoln []. fees 8d.
- T. from the Will of Thomas Bayley of Coddington—to Lincoln []. fees 12d.
- T. from the Will of William Stevyns of Fenny Stratford.—to Lincoln []. fees 12d.
- T. from the Will of William Flecher of Newporte—to Lincoln []. no fees.
- T. from the Will of John Crassope of Milton Keynes. to Lincoln []. no fees.
- T. from the Will of James Clerke of Newport—to Lincoln []. no fees.

Fol 3.

Acta habita ibidem coram Mr Thoma Jakeman in legibus baccalaureo, Commissario et officiali Archidiaconatus Buk. die lune prox. post festum Sti Laurencii Anno Dni .1521.

Ricardus Stonell parochie de Chesham Owborn contra Aliciam Holte parochie de Missenden.

In causa matrimoniali. Partes comparuerunt et predictus Ricardus allegat quod contraxit matrimonium per verba de presenti cum pre-

Folio [3].

Proceedings there before Mr Thomas Jakeman .LL.B, Commissary and Official of the Archdeaconry of Bucks .on Monday after the feast of St Lawrence. 1521.

Richard Stonell of the parish of Chesham Woburn peared, and the against Alice Holte, aforesaid Richard of the parish of Missenden. In a case concerning matrimony. The parties appeared, and the alleges that he made a contract of marriage by

fata Alicia Holte, sed mulier hoc expresse negavit, et quia prefatus Ricardus Stonell non potuit inducere sufficientes probaciones per testes de matrimonio pretenso inter ipsum et predictam Aliciam Holte; ideo iudex oneravit mulierem iurejurando ad informandum animum iudicis et ad dicendam veritatem in causa matrimonii predicta, queque mulier expresse iuravit quod non contraxit matrimonium aliquo modo cum prefato Ricardo Stonell. Unde iudex ad petitionem partium supradictarum reliquit partes predictas suis propriis conscien[scis], per decretum in presentia domini Christoferi Rudde vicarii alterius de Chesham, domini Thome Shepherd capellani, Henrici Arnold et aliorum

the words of the deposition produced, with the aforesaid Alice Holte. But the woman expressly denied it, and because the aforesaid Richard Stonell was unable to bring in sufficient proof by witnesses, of the alleged marriage between himself and the aforesaid Alice Holte, the Judge required the woman on oath to give him right information and to state the truth about the aforesaid case of (alleged) marriage. And the said woman expressly swore that she did not make any marriage contract in any way with the aforesaid Richard. Whence the Judge at the petition of the aforesaid parties left the parties to the (verdict of) their own consciences, by his decision, in the presence of Sir Christopher Rudde, the other Vicar of Chesham, Sir Thomas Shepherd, chaplain, Henry Arnold, and others.

In Dei nomine Amen Nos Thomas Jakeman in legibus baccallaureus commissarius et officialis Archidiaconatus Buk. rite et legittime proceden[tes].

In the name of God. Amen. We Thomas Jakeman L.L.B. Commissary and official of the Archdeaconry of Bucks in due and lawful procedure.

Agnes Yve uxor Thome Yve alias Clement detecta quod est communis diffamatrix vicinorum suorum vocando diversas honestas mulieres meretrices et multa alia scandalosa et seminando discordias inter parochianos predictos. Comparuit dicta Agnes ac multe alie honeste mulieres parochie predicte usque ad numerum XL mulierum ejusdem Agnetis noticiam meliorem habentes, que omnes conjunctim, et unaqueque separatim coram iudice pro tribunali sedente affirmaverunt famam predictam et quod predicta Agnes Ive est communis diffamatrix vicinorum et seminatrix discordiarum inter parochianos predictos. Et quia prefata Agnes Ive non potuit se purgare super deteccionem et fama predictis ideo Ju[dex] reputavit ipsam convictam et oneravit ipsam iurejurando ad penitentiam peragendam modo et forma sequentibus; videlicet quod immediate petat veniam ab [] parochialis modo peniten[tis] et quod a "modo" non utet[ur] talibus verbis scandalosis

Agnes Yve wife of Thomas Yve otherwise Clement charged with being a common slanderer of her neighbours by calling divers rightly living women loose women and many other scandalous names and sowing discords amongst the aforesaid parishioners. — The said Agnes appeared and many other women of good repute of the aforesaid parish to the number of 40 who had somewhat intimate knowledge of the same Agnes. And all in a body and singly also affirmed before the judge sitting on the judgment seat that the charge was true, and that the aforesaid Agnes Ive is a common slanderer of her neighbours and a sower of discords amongst the aforesaid parishioners. And because the aforesaid Agnes Ive was unable to clear herself of the charge and accusation aforesaid, the Judge considered her convicted, and bound her by oath to undergo penance in the manner and form following, viz.: that she at once beg pardon from (all) the parishioners, as a penitent,

[Back of folio.]
 ter parochianos
 predictos temporibus futuris. Re-
 servatur michi* ulterior[em] peni-
 tentiam eidem injungend. si amplius
 deliquerit, et sic dimittitur ad
 presens.

Preterea Judex dedit in mandatum
 Vicario de Chesham quod vicarius
 predictus debet injungere parochi-
 alis in die dominica proxima quod
 non ludent infra cimiterium ecclesie
 paroch(ialis) de Chesham sub pena
 juris.

Testamentum Johannis Baven paro-
 chie de Owborn defuncti probatur
 per Elizab. uxorem ejus et Henricum
 et Johannem filios eorunden.
 Lincoln iid fe xxiijs iiij d
 Testamentum Johannis Lychelad de
 West Wycom probatur per Mar-
 geriam uxorem ejus—Lincoln iid
 fe. xij d

* Note the first person used.

Testamentum Johannis Nasshe de
 West Wycom probatur per Mar-
 geriam uxorem ejus. Lincoln id.
 dimittitur in forma pauperis.

Conceditur citacio usque Margaretam
 Ocley de parochia de Chesham ad
 instanciam Johannis Broke generosi
 in causa diffamacionis

Conceditur similiter citacio usque
 Ricardum Pykering de Agmondesham
 ad instanciam domini Thome Ellu(m)
 curat(i) ibidem in causa diffama-
 cionis.

Fol [4]

In Dei nomine Amen. Infrascriptas
 posiciones et articulos coram vobis
 ve(nerabili) viro Magistro Thoma
 Jakeman in legibus baccallaureo.
 Reverendi in Christo patris ac
 domini [] Willmi, Divina
 providentia Lincoln. Episcopi in
 Archidiaconatu suo Buck. ()
 generali et sequestratore principali,
 pars honesti viri Willmi Stevyns

and that henceforth she shall not
 use such scandalous words (amongst
 [or about]) the aforesaid parish-
 ioners. There is reserved to me the
 right of enjoining more penance if
 she is in fault again. And the case
 is dismissed for the present.

The Judge also gave orders to the
 Vicar of Chesham, that he, the said
 Vicar, has it as duty to enjoin his
 parishioners on the following Sun-
 day not to play games in the Church-
 yard of the parish Church of Ches-
 ham under penalty of procedure
 (against them)—

The Will of John Baven of the
 parish of Woburn, deceased is proved
 by Elisabeth his wife and Henry and
 John their sons.

(devised) to Lincoln 2d. fees, 23s. 4d.
 The Will of John Lychelad of West
 Wycombe is proved by Marjory his
 wife—to Lincoln 2d. fees 12d.

The Will of John Nasshe of West
 Wycombe is proved by Marjory his
 wife.

(devised) to Lincoln 1d. dismissed
 'in forma pauperis'

A citation against Margaret Ocley
 of Chesham is granted at the solici-
 tation of John Broke, gentleman, in
 a case of defamation.

A like citation is granted against
 Richard Pykering of Amersham at
 the solicitation of Thomas Ellum
 curate there, in a case of defama-
 tion.

Fol [4]

* In the name of God Amen. The
 following points and allegations are
 placed set forth and propounded be-
 fore you, the Venerable Thomas
 Jakeman L.L.B. general and princi-
 pal sequestrator in the Archdeaconry
 of Bucks, of the reverend father in
 Christ, and lord, the Lord William
 by divine providence Bishop of Lin-
 coln, on the part of William

* This is clearly a copy of the deposition brought into Court and laid
 before Mr. Jakeman, by William Stevyns, the appellant, in the case
 begun on folio 2 above [p.] and continued below [p.]

contra [] Joanne Stevyns in quadam causa matrimoniali coram Vobis pendente dat exhi[bet et] proponit, quas si fuerint negate, probari intendit:—

In primis quod A.D. millimo quingentesimo "vecesimo" prefata Joanna Stevyns tractat[um] atque sermonem de matrimonio contrahendo cum antedicto Willmo Stevyns habuit in domo cujusdam Thome Trasey.

fatetur articulum.

Item quod prefata Joanna Stevyns protulit hec verba antedicto Willmo Stevyns animo contrahendi matrimonium "placet mihi habere te in virum"; et Williamus Stevyns e converso "volo habere te in uxorem."

negat 2dum articulum.

Item quod prefata verba erant probata in domo Johannis Stevyns patris antedictæ mulieris.

negat 3ium articulum.

Item quod predictus Wills Stevyns interrogavit antedictam Joannam Stevyns an voluit perseverare et continuare animum suum desuper prefato contractu et ipsa respondebat quod voluit.

negat 4tum articulum.

Item quod prefata Joanna hujusmodi contractum matrimonialem recognovit in presentia Willmi Trasey et Joanis Cope asserendo hec verba feci contractum matrimonialem cum Willmo Stevyns et nolo alium in virum nisi ipsum solum.

negat quintum articulum.

Item quod prefata Joanna imploravit voluntatem parentum super prefato contractu matrimoniali, flexis genibus asserendo quod contraxit matrimonium cum antedicto Willmo et quod nunquam voluit alium nisi antedictum Williamum.*

Item quod cum non potuit habere consensum parentum neque alia bona

Stevyns, of good repute, against the part of Joan Stevyns in a case concerning matrimony pending, before you: and if the allegations are denied he intends to prove them. Firstly; that in 1520 the aforesaid Joan Stevyns had an engagement and conference about making a contract of marriage with the aforesaid William Stevyns in the house of a Thomas Trasey.

— She confesses the allegation.

Next that the aforesaid Joan Stevyns used these words to the aforesaid William Stevyns with the intention of contracting marriage "It is my desire to have you for a husband"; and William Stevyns on the other part said "I wish to have you for my wife."

— This second allegation she denies.

Next that the aforesaid words were said out in the house of John Stevyns, father of the aforesaid woman.

— This 3rd allegation she denies.

Next that the aforesaid William Stevyns asked the aforesaid Joan Stevyns whether she wished to persevere and continue in the same mind about the aforesaid contract, and she answered that she did.

— This 4th allegation she denies.

Next that the aforesaid Joan acknowledged the marriage contract in the presence of William Trasey and John Cope, asserting in these words "I have made a contract of marriage with William Stevyns, and I want no other for a husband but him only."

— This 5th allegation she denies.

Next that the aforesaid Joan begged the consent of her parents to the aforesaid contract, on her bended knees, stating that she had made a contract of marriage with the aforesaid William and that she never wished another for her husband but him only.

Next that when she could not obtain the consent of her parents nor any

* "Vide postea" is here on the margin.

a parentibus ad prefatum matrimonium solemnizandum desideravit dumtaxat benedictionem patriam flexis genibus.

Negat septimum articulum. "quoad sextum articulum fatetur quod flexis genibus dixit patri suo obtinere voluntatem quod [si] potest 'stare cum voluntate' Si benedictionem patris placuerit sui vellet tunc habere ipsum Willm in maritum suum, et pater dixit incontinenter eidem mulieri in Anglicis 'Voyde harlot owte of my sight.'"

At the foot of this page is written "Note these queyers stand wronge emende []"

The back of this folio is blank.

Fol [5]. At the top of this stands the number 34.

Acta habita ibi Marston Borialis dem iijto die mensis Junii A.D. 1521 Coram Magistro Thoma Jakeman, reverendi in Christo partis ac domini domini Johannis Lincolniensis Episcopi "commissarii" prima curia ejusdem.

Quibus die et loco comparuit Wills Stevyns parrochie de Okley et constituit Magistrum Johannem Olyver in legibus baccall. suum procuratorem in quadam causa matrimoniali mota inter prefatum Willmum et quandam Johannam Stevyns, solutam, de Wotton Underwood cum clausula substituendi secundum formam Registri.

Eodem die et loco comparens prefatus Mr. Joh. Oliver nomine procuratoris predicti Willmi. Stevyns proponit quod dictus Willmus Stevyns contraxit matrimonium legitimum per verba de presenti cum prefata Johanna Stevyns, ac eciam prefata Johanna contraxit matrimonium verum et legitimum cum prefato Johanne per verba de

allowance nor gifts from her parents for the solemnization of the aforesaid marriage, she entreated on her bended knees that she might at least have her father's blessing.

— She denies the 7th allegation. As regards the sixth allegation she admits that on her bended knees she said to her father if the good-will—benediction—pleasure—of her father could be obtained she wished to have this William for her husband; and her father said to her in an instant in English "Voyde harlot owte of my sight."

Proceedings there North Marston. 4th of June, 1521, before Mr. Thomas

Jakeman, commissary of the reverend father in Christ and lord, Lord John Bishop of Lincoln, at his first court.

At which time and place appeared William Stevyns of the parish of Oakley and appointed Mr. John Olyver LL.B. as his proctor in a case concerning matrimony brought between the aforesaid William and a Joan Stevyns, free to marry, of Wotton Underwood, with a clause concerning substitution &c according to the formula of the Register.

At the same time and place Mr. John Oliver appeared as proctor for the said William Stevyns and set forth that the said William Stevyns contracted a lawful marriage by the words of the deposition handed in with the aforesaid Joan Stevyns, and also the aforesaid Joan Stevyns contracted a true and lawful marriage with the said William by the

* These words were crossed through and the interlined *obtinere voluntatem* and *si benedictionem patris* and *last placuerit* substituted for them.

presenti prout sufficienter probare potest, ut asseruit. Comparuit etiam mulier et negat contractum et petiit terminum ad respondendum cum maturo consilio, usque in proximam curiam viz in diem lune proximum sequentem post festum Sti Barnabe Apostoli, tenendam in ecclesia parochiali de Aylesbury, quem terminum Judex admisit parti ree ac etiam Judex injunxit eodem mulieri quod non contrahat matrimonium cum aliquo alio et nec procederet cum aliquo alio ulterius in causa matrimoniali sub pena excommunicationis majoris donec causa inchoata finiatur.

† Testamentum Richardi Wodwalle de Middilton Keynes probatur per Annam uxorem ejusdem — Lincoln ij d.

fe—null quia dimittitur in forma pauperis.

† Testamentum Johanne Hamond de Akley probatur per Johannem Kempe et uxorem ejus executores nominatos. — Lincoln ij d.; fe—null [quia] dimittitur in forma pauperis.

† Test. Richardi Lucas de Foxcott probatur per Edmundum Walcot et Willm. Reve executores nominatos.— Lincoln ij d.; f.—dimittitur in forma pauperis.

† Test. Rogeri Colyns de Brehill probatur per uxorem ejusdem et Ricardum Regate executores nominatos. — Lincoln ij d.; fe. ij d.

† Test. Georgii Pynnok, parochie de Akeley probatur per Robertum Garret de Morton, executorem nominatum. — Lincoln ij d.; f.—iij s. iiij d.

† Testam. Willi Fallyate de Dorton probatur per Margaretam uxorem ejus et Johannem filium eorundem. — Lincoln ij d.; f.—xxd.

back of folio.

Eodem die Richardus Sergeante firmarius Rectorie de Lurdesgassale optinuit citationem contra et adversus Petrum Dormar de Queynton in causa subtraccionis jurium ecclesiasticorum. Ad comparendum apud Aylesbury, in proxima curia tenenda

words of that deposition as could be sufficiently proved, according to his assertion. The woman also appeared and she denies the contract, and petitioned for an appointed time for responding with mature advice in the next court; namely, on the Monday next following the Feast of St. Barnabas the Apostle, which Court was to be held in the parish Church of Aylesbury. This the Judge granted to the defendant and also enjoined the woman not to make a contract of marriage with any one else, and not to proceed further with any one else in a case concerning matrimony till this case was terminated, under penalty of the greater excommunication.

† The will of Richard Wodwalle of Milton Keynes is proved by Ann his wife. To Lincoln 2d.; no fees because dismissed "in forma pauperis."

† The will of Joan Hamond of Akley is proved by John Kempe and his wife named as executors therein. — To Lincoln 2d.; no fees because dismissed "in forma pauperis."

† The will of Richard Lucas of Foxcott is proved by Edmund Walcot and William Reve the executors named.—to Lincoln 1d.; no fees—dismissed "in forma pauperis."

† The will of Roger Colyns of Brill is proved by his wife and Richard Regate, the executors named.—to Lincoln 2d.; fees 12d.

† The will of George Pynnok of the parish of Akeley is proved by Robert Garret of Morton, the executor named. To Lincoln 2d.; fees 3s. 4d.

† The will of William Fallyate of Dorton is proved by Margaret his wife and John their son. To Lincoln 2d.; fees 20d.

On the same day Richard Sergeante lessee of the Rectory of Ludgershall obtained a citation against Peter Dormer of Quainton in a case of reducing the rights of the Church. He is to appear at Aylesbury in the next court to be held there on Mon-

apud Aylesbury, die lune prox. post festam Sti Barnabe Apostoli prox. day next after St. Barnabas ensuing.

Testamentum Johanne Phillipe parochie de Blecheley vidue probatur per Johannem Phillip(e) filium ejusdem coram Magistro Haget officia(li).

Testamentum Willmi Philipe de Blechilley probatur per Johannam uxorem ejus et Johannem filium eorundem coram Magro Haget officiali

The will of Joan Phillipe of the parish of Bletchley widow is proved by John Phillipe her son before Mr. Haget, official.

The will of William Philipe of Bletchley is proved by Joan his wife and John their son before Mr. Haget official

Lincoln ijd. fe []
Acta habita ibi-
Aylesbury. dem die Lune
xviii die mensis

Junii A.D. predicto coram Magistro Jakeman commissario Archidiaconatus Buck.

Quibus die et loco comparuit "Elizabeth" Shortrede, parochie de Wicmbe magna et "vendicat" Thomas Alsy de eadem pro suo vero et legitimo marito, qui(a) allegat predictum Thomam Alsy "contraxisse" matrimonium verum et legitimum cum prefata Elizabeth prout probare potest sufficienter per testes, ut asseruit. Et ad hoc probandum mulier allegat quod in quodam die Sabati, ante festam Pentecostes proxime "elapso" in quadam domo cujusdam Matilde Mason infra parochiam de Wicom magna, in aula ejusdem domus prefatus Thomas Alsy communicationem matrimonialem cum prefata Elizabetha habuit, et tandem volens cum eadem matrimonium contrahere, petiit ab eadem muliere 'in aughth may you fynde in your harte to have me to yor husband *utrum potuit in animo suo habere ipsam pro conjuge vel non et ipsa mulier respondit affirmative et e converso eadem verba vel in effectu consimilia mulier dixit viro 'May you fynde in yor harte to have me to yor wiff?' Et ipse eciam respondebat affirmative dicendo 'ye by my feith.' Eciam comparuit Thomas Alsy et negat contractum, et judex continuavit causam predictam et assignavit

To Lincoln 2d. fees []
Proceedings there
Aylesbury. on Monday the
17th of June in

the aforesaid year before Mr. Jake-man, Commissary of the Archdeaconry of Bucks.

At which time and place appeared Elizabeth Shortrede of the parish of Great Wycombe and claims Thomas Alsy of the same parish as her true and lawful husband, for she alleges that the aforesaid Thomas contracted a true and lawful marriage with the aforesaid Elizabeth as she asserts she is able to prove sufficiently by witnesses. And for proving this the woman alleges that on a certain Saturday before Pentecost last past, in the house of a certain Matilda Mason within the parish of Wycombe in the hall of the said house the aforesaid Thomas Alsy had a conference with the aforesaid Elizabeth about marriage, and in the end wishing to contract marriage with her asked of the same woman "In aught may you fynde in your herte to have me to yor husband." and the woman herself answered in the affirmative and on her part in the same words or in others to the same effect said to him "May you fynde in yor harte to have me to yor wiff?" And he also answered affirmatively saying 'Ye by my feith.' Thomas Alsy also appeared and he denies the contract. And the judge deferred the case and gave the

* Interlined here and left with a line drawn through as if erased.

mulieri terminum ad primo producendum in proxima curia, viz. apud Bekynsfeld in die jovis prox. ante festam Appostolorum Petri et Pauli, et etiam monuit prefato Thome Alsy ad interessendum ibidem in eadem curia

fol [6]

Acta habita ibidem die Jovis xxvij die Junii coram Magistro Jakeman commissario.

Christoforus Adby et Lucia uxor ejus parochie de Iver 'detectus' quod communiter fovet lenocinium in domo sua hospitando et fovendo quandam Elizabetham Hyll de eadem impregnatam per Thomam Coles de Trinitate London. Habet terminum ad purgandum se iijta manu honestorum vicinorum apud Crendon in prox[ima]

citetur iterum

*sus. Henricus Warryn parochie de Chesham detectus quod tenet Isabellam Hill in amplexibus adulterinis.

sus. Ricardus Edlyn, parochie de Chesham detectus quod tenet Margaretam Clerk in amplexibus adulterinis.

sus. Thomas Neele parochie de Chesham tenet eciam Agnetem Ive de eadem in amplexibus adulterinis ut patet plenius per detecciones factas per parochianos ibidem in quadam billa porrecta.

In causa matrimoniali prius contra Thomam Alsy. Partes comparuerunt et mulier habet terminum ad secundo producendum testes in proxima curia apud Crendon die Veneris prox. ante festam Sti Thome Martyris. et 'monuit' Thomam Alsy ad interessendum similiter et ad purgandum se iijta manu ibidem super crimine 'incontinentia,' commissa cum eadem Elizabetha.

woman an appointed time for the first production of evidence; the holding of the next Court at Beaconsfield on Thursday next before the feast of the Apostles St. Peter and St. Paul, and he warned the aforesaid Thomas Alsy to be there.

Proceedings there on Thursday the 18th of June before Mr. Jakeman Commissary.

Christopher Adby and Lucy his wife of the parish of Iver are charged with encouraging lewdness in their house by sheltering and entertaining a certain Elizabeth Hyll of the same parish, who is with child of Thomas Coles of Trinity, London. They have an appointed time for clearing themselves by means of 3 neighbours of good repute in the next Court, at Crendon.

Henry Warryn of the parish of Chesham is charged with adultery with Isabel Hill—case retained—let him be cited again.

Richard Edlyn of the parish of Chesham is charged with adultery with Margaret Clerk. The case is retained.

Thomas Neele, of the parish of Chesham, also, is charged with adultery with Agnes Ive of the same parish, as appears more plainly by detecciones made through parishioners of the same parish, in a certain 'bill' produced. Case retained.

In a case concerning matrimony already in court. The parties appeared, and the

woman has an appointed time for the second production of witnesses in the next court at Crendon, on the Friday next before the feast of St. Thomas the Martyr. And [the judge] warned Thomas Alsy to be present there also, and to clear himself by means of 3 compurgators of the charge of incontinency with the same Elizabeth.

* sus is case suspended for further trial.

Robertus Broke In causa matri-
 contra Johannam moniali prius
 Est. comparuit, ideo habita. Mulier non
 Judex decrevit comparuit, ideo
 citacionem versus eandem vijs, et
 modis quibus melius etc. ad com-
 parendum apud Crendon die veneris
 proxim. ante fest. Sti Thome Mar-
 tyris.

In quadam causa
 dominus Willus subtraccionis
 Barton contra jurium ecclesias-
 dominum Nicho- ticorum continua-
 laum Brokylbank tur ista causa sub
 vicarium de spe concordie, et
 Upton. partes "predicti"
 compromiserunt om-
 nes(fide media) causas inter eosdem
 pendentes a principio mundi usque
 in diem confeccionis presentium in
 manus Vicarii de Langley Vi[carii]
 de Stokbogy et rectoris de Wexham
 arbitratorum indifferenter elec-
 torum, sic quod imponatur citra fest.
 Sti Jacobi Apostoli

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Testamentum Johannis Wylly alias
 Harding parochie de Wyrardsbury
 probatur per Richardum Mowse (?)
 et Julianam uxorem ipsius defuncti

Lincoln id fe. viij d

Testam. Thome Johnson parochie
 de Langley probatur per Agnetem
 uxorem ejus.

Lincoln ij d fe—dimititur
 in forma pauperis.

Testam. Thome Nasshe de Agmon-
 desham probatur per Ricardum
 Nasshe filium ejusdem.

Lincoln ij d fe. xij d

Inquire pro testamento cujusdam
 [] de Chesham, bene valet.
 non registratur.*

Conceditur "litera" administra-
 tionis bonorum Johannis Kene nuper
 de Marlow Magna, ab intestato deced-
 entis, quibusdem Johanne Kene et
 Willmo Pryste de eadem ita quod
 facia[n]t computum super adminis-

Robert Broke In a case concern-
 against Joan ing matrimony
 Est. already in Court.
 The woman did
 not appear, there-
 fore the Judge decreed to issue a
 citation against her [fees?] 7s., and
 means to be arranged which should
 ensure her attendance.—To appear at
 Crendon on the Friday next before
 the feast of St. Thomas the Martyr.

Sir William In a case of re-
 Barton against ducing the rights
 Sir Nicholas of the Church.
 Brokylbank, This case is de-
 Vicar of Upton. ferred in the hope
 of agreement, and
 the aforesaid parties
 arranged honourably to place all
 matters between them pending, from
 the beginning of the world to the
 day of this arrangement, in the
 hands of the Vicar of Langley, the
 Vicar of Stoke Poges and the rector
 of Wexham, as arbitrators chosen by
 both parties for their award by
 which they would abide if it were
 made before the feast of S. James
 the Apostle

The will of John Wylly otherwise
 Harding, of the parish of Wyrards-
 bury, is proved by Richard Mowse
 (?) and Julia wife of the deceased.

To Lincoln 1d. fees 8d.

The will of Thomas Johnson of the
 parish of Langley is proved by Agnes
 his wife.

To Lincoln 2d. fees (none)—dis-
 missed "in forma pauperis."

The will of Thomas Nasshe of
 Amersham is proved by Richard
 Nasshe his son.

To Lincoln 2d. fees 12d.

Make enquiries for the will of a
 certain () of Chesham

which is valid and is not registered.
 Granted are letters of administration
 of the goods of John Kene late of
 Great Marlow who died intestate, to
 Joan Kene and William Pryste of
 the same parish, with the condition
 that they produce an account of the

* This is clearly a note made by the
 Commissary to remind himself of
 the matter.

tratione predicta citra fest. Sti. Michaelis Archangeli jam proxim. futur.

Fol [7]

Johannes Hewes de Charneden parochie de Twyford Lincoln: dioc[es.] XLta annorum etatis vel circiter; libere, ut asserit, condicionis ubi mora[tus est] in ax [] per spacium XI annorum et ulterius, et ante illud tempus in Dydershyll ubi [] fuit oriundus testis productus admissus juratus et diligenter examinatus de m[] p[] exceptionibus per partem Alicie Hickman contra testes per partem Willi Sawfeld in quadam causa matrimoniali contra dictam Aliciam producta et eorum dicta etc.

aforesaid administration before the feast of St. Michael the Archangel next ensuing.

Fol[7]

John Hewes of Charneden in the parish of Twyford in the diocese of Lincoln of 40 years of age, or thereabouts, of free-born condition, as he asserts), where he has lived in for the space of eleven years and more; and before that time lived at Dydershil where . . . he was born, is produced as a witness, is admitted and sworn and carefully examined about exceptions made on the part of Alice Hickman against the witnesses on the part of William Sawfeld in a case concerning matrimony produced against the said Alice; and against their statements.

Ad primum articulum dictarum exceptionum respondet et dicit quod nescit deponere.

Ad secundum articulum respondet et dicit quod nescit deponere.

Ad tertium articulum respondet et dicit quod nescit deponere.

Ad quartum articulum respondet et dicit quod "continnet" in se veritatem et hoc se dicit scire quia* novit Willm Hewes perjurum in alia causa et quod solet inebriari et quod est levis persona, et sic reputatur inter vicinos, et dicit iste juratus quod amicus patris istius mulieris et dicit quod audivit dictum Willm quando dixit dicte mulieri verba in Anglicis sequentia vel saltem alia in effectu consimilia "Alice if ye will plight yor feyth and traught to Thom. Hewes my kynsman I will discharge you from William Sawfeld for on halpeny worth of ale and iff thou wilt not I shall make the to trote aboute," et pertulit ista verba in domo sua propria et in domo Thome Hikman patris dicte mulieris.

Ad quintum respondet et credit per eum credita et dicit quod fama laborat prout deposuit, in parochia de Twyford.

To the first article in the said exceptions he answers and says that he cannot say.

To the second article he answers and says he cannot say.

To the third article he answers and says he cannot say.

To the fourth article he answers and says that he sticks to the truth, and he says that he knows that William Hewes perjured himself in another case and is accustomed to get drunk and is a loose character and is so held amongst his neighbours; and he says that he is a friend of the woman's father and that he heard this said William when he said to the said woman the words following, English or others to the same effect "Alice if ye will plight yor feyth and traught to Thom Hewes my kynsman I will discharge you from William Sawfeld for on[e] halpeny worth of ale, and iff thou wilt not I shall make thee to trote aboute." And he repeated these words in his own house and in the house of Thomas Hikman father of the said woman.

To the fifth article he answers that what he believes is credited and he states that report is as he deposed in the parish of Twyford.

* As in other places, "quia" is used for "quod."

Thom. Hewes de Edrop parochie de Waddesdon xxiiij annorum etatis vel circiter libere ut asseruit condicionis &c. et ante illud tempus in Lee ubi fuit oriundus testis productus, etc. Ad primum et tercium articulos dictarum exceptionum respondet et dicit quod nescit deponere. Ad quartum respondet et dicit quod continet in se veritatem et hoc se dicit scire quia est sic reputatus inter vicinos suos prout continetur in articulo, et concordat cum conteste suo quoad verba contenta in Anglicis in depositione contestis sui.— Ad quintum respondet et credit per eum credita et fama laborat inde in parochia de Twyford.

Thomas Hewes of Eythorp in the parish of Waddesdon 24 years of age or thereabouts, of freeborn condition as he asserts, etc., and before that time in Lee where he was born is produced as witness, &c.

To the first and third articles of the said exceptions he answers and says that he cannot say.

To the fourth he answers and says that he sticks to the truth and that he knows that [the defendant] has the reputation amongst his neighbours which is contained in the article, and that he agrees with his fellow witness about the words contained in English in the deposition of his fellow witness, and believes them credited; and that report so says in the parish of Twyford.

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[William Saw] In primis interrogatus an interfeld contra Aliciam [Hickman] et Aliciam fuerit in causa matrimoniali. sepenumero communicacio et tractatus de matrimonio inter eosdem contrahendo —

William Sawfield against Alice Hickman in a case concerning matrimony.

Asked first whether there had been communication between the said William and Alice about a marriage between them.

Fatetur. Item quod post hujusmodi comunicacionem et tractatum predicti Williamus et Alicia matrimonium contraxerunt per verba de presenti hinc inde eorum mutuam consensum exprimentia, videlicet per hujusmodi verba vel consimilia in Anglicis the foreseid William asked the foreseid Alice whether she myght find in here hart to love hym above all other men and to have hym to here husbond. And she answerid and seid 'Ye by my traught I may fynd in my hart to have you to my husband,' et incontinenter ipse Williamus dixit dicte Alicie 'I may finde in my harte to love you Alice above all other women and to have you to my wyff.'

He answers 'Yes.'

Next whether after this communication and engagement the aforesaid William and Alice contracted a marriage (engagement) by the words of the deposition produced expressing mutual consent; that is to say whether by words the same as these or like in English the foreseid William asked the foreseid Alice whether she myght find in here hart to love hym above all other men and to have hym to here husbond, and she answerid and seid 'Ye by my traught I may fynd in my hart to have you to my husband'; and instantly he, William, said to the same Alice 'I may finde in my harte to love you Alice above all other women and to have you to my wiff.'

'Negat.'

—This he denies.

Item quod hujusmodi verba matrimonialia inter partes predictas fuerint prolata coram testibus fide dignis A.D. 1519 die sabbati afore

Next whether the words concerning marriage spoken between the two were told out to trustworthy witnesses in 1519 on the Saturday before

Seynt Towsey day ultimum preteritum apud Aylesbury in domo Johannis Hewes:—

Respondet et dicit quod dependet a superiori articulo negat(o).

Item quod de premissis laborat publica vox et fama in villa de Twyford ac in aliis villis et locis vicinis et circumvicinis.*

Folio [8]. [A folio seems to have been lost between [7] and this]

quibus die et loco Johannes Pym de Brehill constituit Mm. Arthurum Bulkley] procuratorem in quadam causa matrimoniali movenda inter prefatum Johannem [Pym] et quandam Johannam Stevyns cum clausulis substituendi secundum formam R[egistri]. Ac etiam prefata Johanna Stevyns constituit prefatum Mm. Bulkley] procuratorem contra Willm Stevyns in causa matrimonii prius p[] cum clausulis substituendi secundum formam Registri.

Eodem die Mr. Johannes Oliver nomine procuratorio Will' Stevyns pet[iti]t Johannam Stevyns seques-trandam fore et ponendam] in aliquo loco honesto ob metum parentum: quam petitionem Judex "admissit" quatenus de jure et mon[uit?] prefatam mulierem esse sequestratam stare in domo "cujuscundam" Thome Eversdon de Aylesbury 'consanguinii' dicte mulieris quousque causa inchoata finiatur, et habeat ibidem victualia expensis petentis quatenus de jure per decretum judicis et Magr Johannes Oliver nomine procuratorio etc petiit terminum ad ponendum et articulandum in proxima curia et Judex assignavit 'sibi' terminum in proxima quem terminum assignavit parti adverse personaliter ad respondendum et ad primo producendum.

St. Towsey* day last past at Aylesbury in the house of John Hewes.

He answers and says that this article depends on the former just denied.

Also whether public report and rumour in the township of Twyford and in other townships adjacent and around is full of this

At which time and place John Pym of Brill appointed Mr. Arthur Bulkley as proctor in a case concerning matrimony brought between the aforesaid John [Pym] and a certain Joan Stevyns with clauses concerning substitution [of proctor] according to the formula of the Register and also the aforesaid Joan Stevyns appointed the aforesaid Mr. Bulkley her proctor against William Stevyns in a case concerning matrimony already in the court, with clauses of substitution according to the formula of the Register.

On the same day Mr. John Oliver as proctor for William Stevyns petitioned for the 'sequestration' of Joan Stevyns that she might be removed to some secure and proper place, because of the overbearing of her parents. This petition the Judge granted and ordered the woman to be 'sequestered' and to remain in the house of a certain Thomas Eversdon of Aylesbury, kinsman of the said woman, until the case in process should be concluded, where she is to be entertained at the costs of the petitioner, so far as the Judge had right to order this removal, and Mr. John Oliver as proctor &c. petitioned for a time appointed to be given for the articles to be drawn up in the next court; and the Judge appointed a time in the next court and warned the adverse party to be present in person.

* At the foot of this page is written upside down fene stratford capella.

* Is this St. Osyth's day, Oct. 7? She was reputed to have been buried at Aylesbury.

— Eodem die Mr. Bulkeley nomine procuratorio Johannis Pym optulit libellum in causa matrimonii habita et pretens[al] cum eadem Johanna Stevyns, in quo libello continetur ejusdem peticio quem Judex admisit quatenus de jure. Et mulier respondit libello affirmative. Et ad probandam intentionem suam produxit in testes pro matrimonio predicto in presentia Mri Johannis Oliver procuratoris alterius partis, Thomam Brokke de Brehill et Thomam Rede de Wotton Underwod quos Judex admisit et eos jurejurando oneravit ad dicendam veritatem quam sciverunt in causa matrimonii predicti. Et Mr Johannes Oliver nomine procuratorio alterius partis protestatus est de dicendo ? contra testes et eorum dicta tempore et loco opportunis et monuit omnes partes ad interessendum in proxima curia tenenda apud Crendon, videlicet in die [crastino*] prox[im]o ante festum translacionis Sti Thome Martyris.

On the same day Mr. Bulkeley as proctor for John Pym produced a 'bill' in the case of matrimony held and put forth with the same Joan Stevyns, in which 'bill' is contained the petition which the judge granted as far as he had power. And the woman answered the charge in the affirmative; and for proving her intention produced as witnesses for the marriage contract aforesaid in the presence of Mr. John Oliver the proctor for the other side,—Thomas Brokke of Brill and Thomas Rede of Wotton Underwood; whom the Judge admitted, and caused to take oath to speak truth about the matter of the case. And Mr. John Oliver, as proctor for the other side, stated his intention of speaking against the witnesses and their statements, at fit time and place, and cautioned all parties to be present in the next court, to be held at Crendon; viz., on the day before the feast of the Translation of St. Thomas the Martyr.

Eodem die comparuit Robertus Broke contra Johannam Est in causa matrimoniali. Johannam Este de Radnage in uxorem legitimam quia, ut asseruit, contraxit matrimonium cum prefata Johanna Est per verba de presenti. Et Judex decrevit prefatam Johannam Est citandam fore erga diem Jovis proximum ante festum Apostolorum Petri et Pauli tenend. in ecclesia parochiali de Bekynsfeld.

On the same day Robert Broke appeared against Joan Est in a case concerning matrimony. Johannam Este de Radnage as his lawful wife, because, he asserted, he contracted a marriage with the foresaid Joan Est by the words of the deposition presented. And the Judge decreed that the aforesaid Joan Est should be cited to appear on the Thursday next before the feast of the Apostles Paul and Peter [at the court] to be held in the Parish Church of Beaconsfield.

continuatur causa vaccat quia Eodem die comstant in Jurisdic. doctorum Lond. paruit Robertus Spragon de Aylesbury et petiit Agnetem Charresley parochie de Hartwell sibi in uxorem legitimam adjudicari, quia dixit se [matrimonium] contraxisse cum eadem Agnete per

annulled because appeared Robert in the jurisdiction of London. Agnes Charresley of the parish of Hartwell adjudged to him as his lawful wife, because, he said, he made a marriage contract with the same Agnes by the words of

* Crastino erased.

† Thus interlined.

verba de presenti ut per testes sufficientes probari potest, ut asseruit, dicendo in domo Johannis Duffold apud Aylesbury contraxit matrimonium per hec verba 'I Robert take the Agnes to my weddid wiff for better for worsse and ther to I plight my traught'; et ⁸ converso mulier eadem verba dixit viz. 'I Agnes' ut supra.

Et Mulier respondit negative et Judex assignavit terminum prefato Roberto ad primo proband[um] in crastino Sti Thome, et monuit mulierem ad interessendum eodem die.

back of folio.

at the top of the page is

ad comparend apud Crendon, &c.

[Cren]don. Eodem die Ricardus Best de Ludgersalle queritur contra Guidonem Stacy et Wilm. Addingrove executores testamenti Alicie Senfy vidue in quadam causa impedimenti ultime voluntatis dicte Alicie. Unde Willus Addingrove alter executor testamenti predicti introduxit quoddam testamentum predictae Alicie defuncte probatum Mro Hawarden quinto die mensis May A.D. 1508, in quo continetur ponitur et probatur quod Alicia Stanton uxor Ricardi Best debet habere per legationem dicte Alicie Senfy vidue unum vitulum, unde Judex injunxit prefatis executoribus ad deliberandum predictum vitulum infra viij dies sub pena excommunicationis, vel ad ostendendum causam defectus(?) &c.

[Willia]mus Grove In quadam causa correctionis (?).
parochie de Ris- Nota quod Benell
borow principis procuravit inhibi-
contra Edmun- tionem in causa
dum Benell de a Curia de Arcu-
Bledlow. bus et inhibuit
Judicem, et non

stabam.*

the deposition handed in, as can be proved by sufficient witnesses, he asserts,—by his saying in the house of John Duffold at Aylesbury that he made this contract by these words 'I, Robert, take the, Agnes, to my weddid wiff for better for worsse and ther to I plight my traught'; and on her side the woman spake the same words, namely, 'I, Agnes'—as above. And the woman denied this. And the Judge appointed a time for the aforesaid Robert for the first production of proofs, namely, the morrow of St. Thomas; and instructed the woman to be present that day.

to appear at Crendon, &c.

On the same day Richard Best of Ludgershall lays complaint against Guy Stacy and William Addingrove, executors of the will of Alice Senfy, widow, in a case of causing impediment to the last will of the said Alice. Whereon William Addingrove one executor of the aforesaid will brought in a will of the aforesaid Alice proved by (?) * Mr. Hawarden on the 5th day of May, 1508, in which is contained set down and proved that Alice Stanton the wife of Richard Best ought to have by legacy of the said Alice Senfy, widow, one calf. Whence the Judge enjoined the aforesaid executors to deliver the aforesaid calf within 8 days under penalty of excommunication, or to show (good) cause for default, &c.

[Willia]m Grove In a case of cor-
of the parish of rection?—
Princes Ris- Note that Benell
borough against obtained an inhibi-
Edmund Benell from the Court of
of Bledlow. Arches and inhibi-
ited the Judge,
and I did not proceed.

* Note the first person.

* probably 'coram' is missed, and it should read proved before Mr. Hawarden.

Thom. Appulby de Radnage contra Agnetem a-Towne de eadem vidua.	In quadam causa impedimenti ul- time voluntatis Willmi a Towne defuncti &c.	Thos. Appulby of Radnage against Agnes a Towne, widow, of the same parish.	In a case of ob- structing the last will of William a Towne deceased &c
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Comparuit prefata Agnes et Judex injunxit partes predictas ad comparendum apud Bekonsfeld die Jovis proxim. ante fest. Apostolorum Petri et Pauli ad respondendum positionibus et articulis, quia dixit se non fuisse oneratum jurejurando. Et postea Judex oneravit ipsam jurejurando ad executionem testamenti predicti Willi a Towne. Predicta Agnes satisfacit legat[ol] prefato Thome per relacionem Willi Hester de Radnage et sic partes dimisse sunt.

Testamentum Johannis Bowdon parochie de Ocley probatur per Johannem Bowdon filium suum et Johannem Holyoke de eadem.

Lincoln ij d. fe. ijs. iiij d.
et registratur apud Acta.

Testamentum Johannis Hunte parochie de Huchendon probatur per Thomam Lane executorem in dicto testamento. Lincoln ij d. fe ij d.

Registratur apud Acta.

Folio [9]

Acta habita die
North Marston. Jovis p[ost]
coram Mro. Tho-
ma Jakeman comm[iss]ario]

In causa matri-
moniali prius pre-
contra Johannem tenens. Partes com-
paruerunt. [Ju-
dex] injunxit pre-
fato Johanni Farynsede sub pena ex-
communicationis majoris []
contrahat matrimonium cum aliqua
alia muliere quousque ca[usa] []

The aforesaid Agnes appeared, and the Judge enjoined the aforesaid parties to appear at Beaconsfield on Thursday next before the Feast of the Apostles Peter and Paul to answer the points and allegations, because she said she was not sworn. And afterwards the Judge bound her by oath to execute the will of the aforesaid William a Towne. The aforesaid Agnes satisfied the legatee, the aforesaid Thomas, by means of the account* of William Hester of Radnage and so the parties were dismissed.

The will of John Bowdon of the parish of Ocley is proved by John Bowdon his son and John Holyoke of the same parish.

To Lincoln 2d. fees 2s. 4d.
and it is registered in the Acts of the Archdeaconry. †

The will of John Hunte of the parish of Huchenden is proved by Thomas Lane (appointed) executor in the said will—To Lincoln 2d. Fees 2s.

It is registered in the ' Acts ' [of Court].

Fol[9]

Proceedings on
North Marston. Thursday after
[] before
Mr. Thomas Jakeman commissary.

In a case concern-
ing matrimony al-
ready in Court.
The parties ap-
peared. The Judge
enjoined the aforesaid John Faryn-
sede under penalty of the greater ex-
communication not to make a con-
tract of marriage with any other

* i.e., Computation.

†From this it seems clear that there was a formal registry of Acts of Court other than these notes.

finitur: ac eciam idem Johannes confitetur se suscitasse et ge [] de muliere de partibus borialibus infra dioces. Episcopi Ebor et qu[erit?] Judic. an peragit (?) penitentias publicas necne pro suo [] predicto. Ideo Judex injunxit eidem ad inducendum testimonium suffic[iens] quod peragebat penitentias predictas citra fest. Nativitatis beate Marie [subl] pena predicta et ad comparandum etc.

woman till the case was terminated; and also the same John confesses that he has issue by a woman of the North Country within the diocese of York, and he puts question to the Judge whether he has or has not been undergoing public penance for the [misdemeanour] aforesaid. Accordingly the Judge enjoined him to produce sufficient testimony that he was undergoing the aforesaid penance, before the Feast of the Nativity of St. Mary, under the aforesaid penalty, and to appear etc.

dominus Jacobus Baxter de Hoggeston, capellanus.

Detectus quod suscitavit prolem de Agnete Ryder, parochie de Wofughton].

Charged with Mr. James Baxter, having a child by of Hogston, Agnes Ryder of chaplain. the parish of Woughton. The

Mulier comparuit et confitebatur crimen in forma predicta [] quod Judex injunxit eadem mulieri ad peragendas penitentias publicas in parochiali ecclesia de Woughton antecedente: processionem per iij dies solempnes et cum nudatis pedibus t. b. [] et capite. Et sic ipsa fecit penitentias predictas ut per testimonium Thome Water apparitoris. Comparuit etiam presbiter et negat articulum et petiit terminum ad purgandum se super articulo predicto. No[m]i[n]i [] compurgatorum ipsius presbiteri: dominus Johannes Truman, rector de Walton, magister Patricius Hoggeston, rector de Wulfston magn[a]. dominus Christopher Perkyn, rector de Bow Brickhill, et sic fecit su[am] purgacionem legitimam super articulo precedente. et Judex restituit partem predictam presbiteri ad bonam famam suam modis et vijs quibus melius poterit etc. Et sic dimissus est.

woman appeared and confessed the charge as stated above. . . . wherefore the Judge enjoined the same woman to undergo public penances in the parish church of Woughton aforesaid pacing there on three days of solemnization and with bare feet

head. And these penances she went through as Thomas Water the apparitor attests. The priest also appeared and he denies the allegation and pleads for an appointed time to clear himself of the charge. [For the purpose of] compurgators of the priest are [named] Sir John Truman rector of Walton, Mr. Patrick Hoggeston rector of Great Woolston, Sir Christopher Perkyn rector of Bow Brickhill; and he thus went through his clearing of himself in legal form. And the Judge restored him to his good reputation. [Fees for *] and for ensuring of the proper performance 7s. And he is thus dismissed.

Henricus Waren parochie de Chesham antea detectus quod tenet Isabellam Hill de eadem in amplexibus adulterinis. Comparuit et negat articulum. Unde Judex dedit 'sibi' terminum purgandi se super isto articulo die Jovis proximo coram domino Episcopo Lincolnensi apud Bekynsfeld iijta manu honestorum

Henry Waren of the parish of Chesham already charged with adultery with Isabell Hill. He appeared and he denies the charge. Whence the Judge appointed him as time for clearing himself of it Thursday next, before the Bishop of Lincoln, at Beaconsfield with 3 men of his neighbours of good repute as compurga-

* The amount is missing.

vicinorum. Postea idem Henricus Waren recognovit quod cognovit prefatam Isabellam carnaliter in quodam die lune per unum mensem preteritum in campo ejusdem parochie sed nescivit nomen predicti campi et dixit se solomodo cognovisse ipsam unica vice tantum. Unde Judex injunxit eidem penitentias publicas.

Eodem die Johannes Farynsede petiit quod imponatur finis in predicta causa matrimoniali, et Judex continuavit causam sub arbitrio Abbatis de Noteley et Willi Bief []; et ambe partes predictae fide sua media compromiserunt in manus predictorum Abbatis et [] et ad standum laudo et arbitrio eorundem, sic quod arbitrium detur in ff [] rel [] in casu quo judicant pro 'matrimonii sui' autem ad comparandum coram [no]bis [] uro in proximo die juridico post festum Nativitatis Ste Marie prox.

tors. Afterwards the same Henry acknowledged misconduct with the aforesaid Isabel on a Monday in the past month in a part of the same parish the name of which he does not know, and once only. Whence the Judge enjoined on him public penances.

On the same day John Farynsede petitioned to have a money settlement of the aforesaid case concerning matrimony, and the Judge allowed the case to be proceeded with under the arbitration of the Abbot of Noteley and William Bief [], and both parties were pledged to put themselves in the hands of the aforesaid Abbot and William Bief [] and to abide by their award and arbitration, provided that the award was give in the feast of [] and in case that they decide for the marriage

to appear before us? . . . on the next day of Court after the Feast of the Nativity of St. Mary next ensuing. —

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[In causa matrimoniali prius habita comparaverunt partes: scilicet Mr. Johannes Oliver [] lo satisfacit secundo termino productorio in causa predicta sed petiit tertium terminum productorium in causa predicta. Unde Judex preclusit 2dum terminum et dedit prefato Mro Johanni Oliver 3tium terminum productorium testimon: viz. in proximo die juridico post fest. Nativitatis beate Marie Virg. ex consensu partium.

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In a case concerning matrimony already in court. The parties appeared; namely Mr. John Oliver [by appearing] satisfactorily carried through the second term of production of witnesses, in the aforesaid case, but petitioned for a third appointed time for production in the case. The Judge thereupon decreed the second time of production over, and gave to the aforesaid Mr. John Oliver a third appointed time for production of witnesses, namely on the next Court day after the Feast of the Nativity of St. Mary the Virgin; by consent of the parties.

Joh. Cope In quadam causa
contra Johan- diffamacionis.
nam []. Idem Johannes
Cope constituit
Mrm Johem Oliver. in legibus baccalaur[um], suum legitimum procuratorem in ista causa cum clausula substituendi secundum formam Registri.

John Cope In a case of de-
against famation. The
Joan []. same John Cope
appointed Mr.
Oliver LL.B as
his lawful proctor in this case, with a clause about substituting another for him (in case of need) according to the formula of the Registry.

s. Eodem die conceditur administratio bonorum Henrici Sulbury parochie de Sulbury ab intestato decedentis Richardo Hardyng et Johanni Caynow de eadem, ad faciendum compotum et ad inducendum inventorium citra festum Sti Michaelis Archangeli.

s Conceditur eciam administratio bonorum Willi Smyth defuncti nuper de Hoggston ab intestato decedentis, Edwardo Smyth Nicholao Carter et Johanni King ad reddendum compotum inde citra festum Sti Michaelis jam proxime futurum

s Conceditur etiam administratio bonorum Johannis Bunsse de Akley ab intestato decedentis domino Ricardo Shawe curato de Akley Henrico Bunsse et Olivero Bunsse ad compotum reddendum citra festum Sti Michaelis Archangeli jam proxime futurum

† Testamentum Johannis Stok parochie de Thornton probatur per Willm Ruffe.

Lincoln ijd f—dimittitur in forma pauperis

† Testamentum Johannis Tailour de Morton probatur per Agnetem uxorem ejus.

Lincoln iiij d f. viiij d

† Testamentum Henrici Balle de Brickill magna probatur per Johannem Balle et Nicholaum Balle de Broughton.

Lincoln iiiij d f. iij s iiiij d

† Testamentum Willi Parsons de Sympston probatur per Aliciam uxorem ejus. Lincoln iiiij d f. ijs registratur.

† Testamentum Johanne Arden de Addynton probatur per Willm Arden filium ejus.

Lincoln ijd ffe null dimittitur in forma pauperis

† Testamentum Thome Norman de Bletchilley probatur per Isabellam uxorem 'meam' et Robertum Norman fratrem ejusdem.

Lincoln ijd f. xx d

† Testamentum Roberti Burdewes de Newporte probatur per Aliciam uxorem ejus.

Lincoln ijd ff —

s On the same day is granted the administration of the goods of Henry Sulbury of the parish of Soulbury who died intestate, to Richard Hardyng and John Caynow of the same parish: they are to draw up an account and bring in an inventory [of goods] before the festival of St. Michael the Archangel. —

s Also is granted the administration of the goods of William Smyth late of Hogston who died intestate to Edward Smyth Nicholas Carter and John King: they are to render account before the Feast of St. Michael the Archangel next ensuing.

There is granted also the administration of the goods of John Bunsse of Akeley, who died intestate, to Sir Richard Shaw curate of Akeley, Henry Bunsse and Oliver Bunsse. They are to render account before the feast of St. Michael the Archangel next ensuing

The will of John Stok of the parish of Thornton is proved by William Ruffe.

To Lincoln 2d.—dismissed as a poor man's will [no fees].

The will of John Tailour of Morton is proved by Agnes his wife.

To Lincoln 3d. fees 8d.

The will of Henry Balle of Great Brickill is proved by John Balle and Nicholas Balle of Broughton

To Lincoln 4d. fees 3s. 4d.

The will of William Parsons of Simpson is proved by Alice his wife—
To Lincoln 4d. fee 2s.

This is registered.

The will of Joan Arden of Addington is proved by William Arden her son.

To Lincoln 2d. no fees because it is dismissed 'in forma pauperis.'

The will of Thomas Norman of Bletchley is proved by Isabel "my wife" [wife of the testator] and Robert Norman his brother.

To Lincoln 2d. fees 20d.

The will of Robert Burdewes of Newporte is proved by Alice his wife.

To Lincoln 2d. fees []

† Testamentum Johannis Neele de Fenny Stratford probatur per uxorem ejus. The will of John Neele of Fenny Stratford is proved by his wife.

Lincoln ijd dimittitur in forma pauperis

† Testamentum Johannis Syveer alias Fuller de Stony Stratford probatur per Isabellam uxorem ejus. The will of John Syveer alias Fuller of Stony Stratford is proved by Isabel his wife.

Lincoln iiij d f. ijs viij d

† Testamentum Johannis Shipley de Hardwick probatur per Johannam uxorem ejus. The will of John Shipley of Hardwick is proved by Joan his wife.

Lincoln ijd dimittitur in forma pauperis.

† Testamentum Willi Cok de Whitechurche probatur per Agnetem uxorem ejus et Wilm May

Lincoln ijd dimittitur in forma pauperis.

† Testamentum Willi Gefford, parochie de Whitechurche probatur per Margaretam uxorem ejus.

Lincoln ijd f—dimittitur in forma pauperis.

To Lincoln 2d. dismissed 'in forma pauperis.'

The will of John Syveer alias Fuller of Stony Stratford is proved by Isabel his wife.

To Lincoln 4d.—fees 2s. 8d.

The will of John Shipley of Hardwick is proved by Joan his wife.

To Lincoln 2d.—[no fees]—dismissed 'in forma pauperis.'

The will of William Cok of Whitechurch is proved by Agnes his wife and William May.

To Lincoln 2d.—[no] fees—dismissed 'in forma pauperis.'

The will of William Gefford of the parish of Whitechurch is proved by Margaret his wife.

To Lincoln 2d.—[no] fees—dismissed 'in forma pauperis.'

Folio [10]

Ubi moram traxit per spatium []* Robertus Todde de Stuckley in "testis" productus in quad[am] inter quendam Johannem Ball et Aliciam Hyckman, juratus et diligenter []; etatis xxvj annorum bone fame et libere ut [asseruit] deponit super vim sacramenti.

Interrogatus de noticia personarum deponit quod no [vit per] spatium duodecim annorum et mulierem per unum annum tantum. Interrogatus an cognovit []

[] contractum matrimoniale inter predictas personas, dicit quod in quodam campo ejus[dem] audivit quedam verba matrimonium concernentia inter predictas personas, et predictus dep[onens?] protulit eis talia verba. "

well overtake [] and wiff." Et vir respondet 'nay and it please God I wold yt rather [?] so.' 'Et mulier [] yt ys so and iff ye will.' Et deponens inquisivit eos si aliquis contractus matrimonialis inter []

Folio [10]

Robert Todde of Stewkley (where he has lived for a space of []) produced as witness in a case [of matrimonial contract] between a John Ball and Alice Hyckman, sworn and carefully examined; of the age of 26 years, of good reputation, and free-born, as he asserted, makes his depositions on oath.

Asked about his knowledge of the parties, he states that he has known [the man] for the space of 12 years, and the woman for one year only.

Asked whether he knew [or &c. of any] contract of marriage between the aforesaid persons, he says that in a certain open ground of the [same parish?] he heard certain words concerning marriage spoken by the aforesaid persons [and he deposed that such words as these were said by him] ' well overtake and wiff.' And the man to this answers ' Nay and it pleased God I would yt rather so.' And the woman ' Yt ys so and if ye will' And the deponent enquired of them whether there was a marriage con-

* Interlined.

* That shall be so if you are willing.

es demonstrarent. Et tunc mulier accepit virum per manum dexteram et protulit talia verba 'By my feyth and my troth I wyll have you to my husband affor all other so that I may have my father gode will and my mother.' Deinde vir respondit 'And I wyll take you as my wiff.'

Interrogatus de quo die, et dicit quod contractus erat celebratus in die dominico Trinitatis. A.D. 1519.

Interrogatus in qua parochia erat contractus [] et dubitat et dicit quod dies erat serenus

Interrogatus utrum carnalis copula inter [] inter partes predictas et ille respondit quod publica vox et fama ita laborat.

Interrogatus utrum erant aliqua donaria, dicit quod predictus Johannes dedit mulieri [] ano tempore xij d et dicit preterea quod audivit predictum Johannem dicentem quod predicta [mulier] transmisit ei angelum aureum postea.

Interrogatus de fama dicit quod major pars vicinorum dicit communiter quod sint vir et uxor. Dicit tunc quod non? novit? † majorem partem ita sentire. . . .
'to abyd in ca.'

De consensu partium Judex admisit publicacionem] horum testimoniorum] et eorum dicta, et pro publico habit[a] et decerni.

Habent ex 'concensu' partium ad concludendum in prox[ima] in utraq[ue] [ca] casu quo tunc proposita non obstiterint.

tract between them [to which they assented]. And then the woman took the man by the right hand and spake out such words as these 'By my feyth and my troth I wyll have you to my husband affor all other, so that I may have my father good will and my mother.† Then the man answered 'And I wyll take you as my wiff.'

Asked on what day this happened he states that the contract was made on Trinity Sunday 1519.

Asked in what parish the contract was made . . . he hesitates—but says that the day was fine.

Asked whether sexual union had taken place between the parties aforesaid, he answers that report and public rumour say so.

Asked whether any gifts passed between them, he says that the aforesaid John gave the woman [] at one time 12d. and besides that he heard the aforesaid John saying that the aforesaid woman sent him a gold angel* afterwards.

Asked about the report of them in general, he says that the greater part of their neighbours commonly states that they are man and wife. [Asked if this was the real opinion he answers that it is].

By consent of the parties the Judge allows the publication of the attestations, and of what was stated.

By consent of the parties the case is to be terminated in the next [Court] on either part in case that opposition ceases.

† A confusion in the MS. not corrected.

† i.e., if only I may have my father's goodwill and my mother's.

* A coin probably of the value of 10s.