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KING EDWARD THE THIRD.

YEAR XV.

EDITED AND TRANSLATED

BY

LUKE OWEN PIKE,

OF BRASENORE COLLEGE, OXFORD, M.A., OF LINCOLN'S INN, BARRISTER-AT-LAW,

AND OF H.M. PUBLIC RECORD OFFICE, LEGAL INSPECTING OFFICER, AND ASSISTANT KEEPER;

AUTHOR OF "A HISTORY OF CRIME IN ENGLAND," ETC.

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certain churches to the Abbey of Jumièges is cited in extenso. The charter of Henry I. is also cited, in which the King gave to the same Abbey the Island of Hayling, and lands elsewhere, with their “hospites.” We are told how the island was known as Harengege as late as the reign of Henry I., but was commonly called Haillyng in the reign of Edward III. Finally, we have the certificate of the Bishop of Winchester. He certifies that the church of Hayling had been appropriated, “auctoritate Apostolica,” to the Abbey of Jumièges, and that a perpetual vicarage had been ordained therein, to which the Abbot and Convent or their procurators in England, in their name, presented a secular clerk, who, after being admitted and instituted as perpetual vicar, would undertake spiritual and archidiaconal charges. After a careful search of his registers, and those of his predecessors, however, the Bishop could not find that any Prior of Hayling for the time being, or the existing Prior, who was the procurator of the Abbot and Convent of Jumièges, was ever presented by a Bishop of Winchester to the Priory, by reason of the church of Hayling or of any spiritualities in the diocese of Winchester, or ever instituted in the Priory, or deprived. The contention of the Prior of Hayling that he was not “perpetua” but “datione,” and that he was removable at the will of the Abbot of Jumièges, was thus sustained.1

The use of the word “hospites” in the cited charter of Henry I. is suggestive of a wide field of inquiry, which is, perhaps, hardly relevant to the reports in the present volume. Whatever may have been the condition of the hospites, however, the occurrence of the term in English charters, as well as in Domesday Book, and in the Burgundian Laws, and elsewhere, may be of interest to future students of our early history. In the meantime some problems of villein tenure are continually obtruding themselves in the Year Books.

In Michaelmas Term occurs a case1 in which the defendant in Replevin avowed for “Mercet.” Mercet in the record defined to be, in this particular instance, a service, thus:—“videlicet cum aliqua filiarum vel sororum suarum [i.e. of the tenant] despensa vol fornicata fuerit, solvendi domino quinque solidos et quatuor denarios.”

In England the payment of Mercet was, as will appear below, an unfailing indication of tenure in villenage. It was, in fact, the one certain mark by which tenure in villenage could always be recognised. Land held in villenage was held at first by persons of unfree condition, and always by persons who, whatever their condition, performed villein service. The early history of villenage in England, if written, would constitute the greater part of the history of the people of England; it would show the condition in which the greater part of the population had to live, and might not improbably throw some light on their origin. An enquiry as to the meaning of Mercet, and its diffusion throughout the country, may, therefore, not only serve to illustrate the particular case reported, but also be of some historical importance.

The subject has had some fascination for authors of past generations. It has served as the basis of a historical fable; it has called forth the denunciations of moralists; it has exercised the ingenuity of etymologists; and it has elicited some learned dicta from lawyers. Perhaps some of the speculations to which it has given rise may deserve a passing notice before an attempt is made to prove by authentic records what Mercet really was.

There is a story that a wicked, and it is to be hoped an imaginary, King Evnus established in Scotland an abominable law, identical with that which the French

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1 M. 15, No. 7.
2 Vol. 1 (as printed), p. 184 b (Hertfordshire), p. 259 and p. 259 b (Salop), and p. 264 (Cheshire).
INTRODUCTION.

It is hardly necessary to remark that the misdeeds or the good works of the Scottish Kings Evenus and Malcolm III. could not have affected English laws and customs in relation to Merchet. It must, however, be confessed that there occurs in the preface to a volume of grave English Law Reports, of as late a date as 1793, a passage which deserves comparison with the story concerning King Evenus. The custom of Borough-English is seriously traced to the custom of Merchet. Borough-English, says the learned editor, "was introduced among us in a barbarous age, and by a very wicked and adulterous practice, after this manner, viz.; the lords of certain lands which were held of them in villenage, did usually exact the droit du seigneur. This usage was continued after those very lands were purchased by free-men, who in time obtained this custom [Borough-English] on purpose that their eldest sons (who might be their lords' bastards) should be incapable to inherit their estates." 1

1 Boethius, Hist. Scot., Lib. 3, p. 35; Buchan, Hist. Scot., Lib. viii., fo. 117. 2 Lib. iv., c. 31. 3 Acta Domus Regni (Rec. Com.), 291. Dr. Johnson in his journey to the Western Islands of Scotland (Works, Ed. Murphy, 1829, Vol. 19, p. 406) remarks that in Ulva, in the year 1773, was still continued the payment of the Mercheta mulierum—a fine in old times due to the Laird at the marriage of a virgin." It is not, however, clear that the payment was called Mercheta mulierum on the spot, or that it had been an innovation of villein tenure. It is in the Lowlands of Scotland that the true Merchet can be most distinctly traced. 4 Buchan, loc. cit. 5 should any one be interested in these old-world philological speculations he will find them in Skinner's Etymologiae Linguae Angli­canae (1671), in the part entitled Etymologiae Expositione Vocabulo Persianum, sub voc. Merchet. They have been copied by Laurière (Glos­snaire du droit français) and many others. Howard pointed out both in his note on the Mercheta Mulierum, in the Regium Majestatum, printed in his Traites sur les coutumes anglo-normandes, and in his Anciennes lois des français, Vol. 1, p. 325, note 6,) that the passage in the Regium Majestatum could not warrant the strange theories as to the droits du seigneur which some writers have founded on it. Sir David Dairymple, of Hailes, (Laird Hailes) wrote also in his Annals of Scot­land (3rd Edition), Vol. 1, pp. 395–413, to the same effect, with much skill, though he added some not very happy remarks, including one to the effect that merchin was used in Scotland in the same sense as the Greek μητέρα, which he says was that of a girl. The diminutive was, in fact, used only in the sense of a boy, though μητέρα was used in the sense of a girl also, and may, at least, be connected with the Cymric merch, &c. This, however, as will be shown below, is not the point. The manner in which many absurd stories as to the so-called droit du seigneur arose in France is excellently shown in M. Louis Veuillot's Droit du seigneur au moyen âge, in which also King Evenus and the various curiosities of English Literature on the subject receive their due meed of attention. 6 3 Mod. (5th Ed.), Pref. 6, Blackstone (2 Com. 83) remarks:—It is not known that ever this custom (the droit du seigneur)
This very ingenious conjecture is entirely unsupported by authority. Perhaps the best way to show at once what Mercet really was, and to exhibit its diffusion throughout the length and breadth of the land, will be to cite a few cases from the records, with the dates and the places in which the custom is noted. A search by no means exhaustive has sufficed to trace it from the Lowlands of Scotland in the north to Hampshire in the south, and from Norfolk in the east to Shropshire in the west.

It has already been shown that “mercethis” were known in Scotland. At Whittington, in Northumberland, the word Mercet must also have been familiar; for early in the reign of Henry III. it was alleged that the ancestors of a tenant there “sempor dederant mercetum de millibus suis.”

In the 31st year of the reign of Henry III. we find that issue was joined as to whether certain persons at Rampton, in Nottinghamshire, held freely and as of inheritance, or in vilainage, giving tallage every year at Michaelmas, at the will of the lord, and Mercet for marrying their daughters and sisters according as the lord might exact. This agrees in part with the Rutland case in the present volume, in which a fine had to be given by the tenant to the lord on the marriage of his daughter or sister.

It was asserted in the 52nd year of the reign of Henry III. that the King’s men of the manor of Witheote, in Leicestershire, were vilains, and not “solemnam” of the
"Abbatis." 1 So also in Surrey, in the reign of Henry III., there is alleged an exception of "merchetum de "quando filia ... qua fuit maritanda." 2

In assise of land at Alton, in Hampshire, in the 14th year of the reign of King John, the defendant pleaded that there ought not to be assise, because the land was "villenagium domini Regis," and that he could not give his daughter in marriage, or even sell his male horse without ransom. And knights of the county testified that assise was never taken of lands of this nature. At another place in Hampshire, according to the finding of a jury in the 43rd year of the reign of Henry III., a certain man was a villein, and gave Merchet for marrying a sister. 3 So also in the second year of the reign of King John, a jury found that a person held land at a place in Sussex "et filiam suam maritare non potuit donee "finicrat cum domino suo." 5

In Wiltshire a jury found, in the reign of Henry III., that "homines de villa de Sleperigge ... non possunt "filias suas maritare absque mercheteto." 6 In Shropshire also, in the same reign, issue was joined as to whether certain persons of Barrow, near Much Wenlock, held of the Prior of Wenlock in villenage or not, "et si debeant "ci tallagia singulis annis, et merchetum, sicut ipse dicit, "vel non." 7

In all these cases it will be observed, whether the word Merchet occurs or not, that there is one common feature. The fine is essentially a villein service. Bracton says, "it is not for a free man to give Merchet for his daughter." 8 He also speaks of one being so completely a villein that he cannot give his daughter in marriage without Merchet, to a greater or less amount, according to the will of the lord. . . . that he cannot give his daughter in marriage without Merchet of certain or uncertain amount." 1 He says, however, that if a free man do give Merchet, he will do so, "nomine villenagii, "et non nomine personas, nec etiam tenebitur ad mer- "chetum de jure, quia hoc non pertinent ad personam "liberi sed villani." 4

Britton uses similar language, to the effect that those who have made "ransom of blood" in respect of any tenement, but can prove that they are of free descent, and that the lord was not seised of them as villeins by reason of their persons, are not to be regarded as villeins. 5 So also, if a lord enfeoff a villein in fee, whether to hold by free services or by villein customs—even Merchet, or ransom of feom and blood,—an assise will lie for the socage if disseised. 6 The same doctrine also appears in Fleta, who even more clearly expresses the principle that foishment by a lord to a villein in fee, gives him his freedom, notwithstanding that the service may be uncertain, and of the vilest nature—even Merchet of blood. 6

Littleton also says that if any free man choose to take any lands or tenements, to hold by such villein service as paying a fine for the marriage of his sons and daughters, he shall then pay such fine for the marriage. But, notwithstanding that it is the folly of such a free man to take lands or tenements in such form, to hold of the lord by such bondage, yet that does not make the free man a villein. 6 Littleton has, however, raised a very nice point as to Merchet by prescription, and has stated that such a prescription alleged by a lord of a manor, as affecting every tenant within the manor, is

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1 Spelman's Glossary, sub. voc. Merchet, where are cited the Placita de Banco, Easter, 34 Hen. 3, 29 a. 39 a.
3 Bracton's Note Book, dl. 365.
4 Placitorum Abbreviatio, 147 a.
5 Placitorum Abbreviatio, 29 a.
6 Bracton's Note Book (Ed. Maitland), Case 1280.
7 Bracton's Note Book, Case 1245.
8 Bract., 26 a.
void as being against reason. He explains that none ought to make such fines but villeins, for every free man may freely marry his daughter to whom it pleaseth him and his daughter.” Coke has pointed out that there is no discrepancy between this passage and that already quoted from Littleton. There could not be such a prescription as affecting the person, but a custom may be alleged within a manor that every tenant (albeit his person be free) that holdeth in bondage or by native tenure, the freehold being in the lord, shall pay to the lord for the marriage of his daughter without licence a fine; and it is called Marchet, as it were a chete or fine for marriage. And here Littleton saith that none ought to pay such fines but villeins (that is), either villeins of blood, or free men holding in villeinage or base tenure. 

In relation to this matter Coke has cited several cases, and among them, Fitzherbert’s abridgment of the case in the present volume. He refers to a Replevin in which the superior lord, in avowing on the tenant of a manor, spoke of Marchet among other services. He also mentions another, which appears to be of sufficient importance to merit a translation in full, as it shows that an attempt (though unsuccessful) was made in the latter part of the reign of Edward III. to infer servile condition, as well as servile tenure, from the payment of Marchet. “A man sued a plaintiff in respect of his beasts tortiously taken. Kirton came and avowed the taking as good in the place in which he sued plaintiff, for the reason that the land where the taking was effected is land held in villeinage within the manor of B., which manor is a great seignory, whereof the avowant is himself seised, and this same plaintiff holds the same land where the taking was effected, and that in villeinage. In this manor it is the usage and has been the usage, from time whereof, &c., that all those who have been tenants of the lands in villeinage, and have themselves married, or have given their sons or their daughters in marriage, without license of the lords of the said manor, should make a fine for that marriage at the will of the lord, for which fine the lords have been used to distrain from time [whereof &c.], and that in the same land held in bondage. And Kirton said that the said plaintiff gave his daughter in marriage without license to one J.; wherefore, &c. And for 18s. for the plaintiff’s fine he avowed, and that in the place in which the plaintiff sued plaintiff, as in tenements which he holds of us in villeinage. Belknap. Say further between whom this has been used? Kirton. We will do so willingly. And he said between whom. Belknap. Sir, you see clearly how he has avowed for a certain service which is of a nature to place us in servile condition, in order to make us villeins, whereas we are free men, and the law does not so bind, and it is not the meaning of the law, that a free man should do such service, which would place his person in servile condition; wherefore we pray judgment and our damages. Kirton. And we pray judgment, since it has been the custom of the manor, and it has been used from time whereof, &c., that all those who hold land in villeinage should perform those services, and you do not deny that you are tenant of the same land in villeinage, and that you have given your daughter in marriage without license; wherefore we demand judgment, &c. Belknap. There is no service in the world which so quickly proves a man to be a villein as making a fine for marriage, wherefore, inasmuch as the plaintiff is a free man, and no law places a free man in servile condition, or binds his person therein, therefore, &c.; and this matter for which the defendant has avowed is a service which would place him in servile
condition; therefore, &c. 2 CA[VE]NDISH. It is a service issuing out of the land, and not by reason of the person, wherefore this service, which is done by reason of tenure, can never place the person in servile condition, and therefore it seems that the avowry is good. 4 Kirton. I fully allow that the law purports that no one shall place his person in servile condition; for I say that he cannot place his person in servile condition, in case he is a free man, by any service that he can do: for, if a man is free, he can never become a villein afterwards, unless he acknowledge himself to be a villein in a court of record; wherefore, although he did the services by reason of tenure, that will not place his person in servile condition, for in several manors of England a free man shall do services as a villein by reason of tenure; and, because this has been the usage, therefore, since we avowed on the title by prescription, it seems that the avowry is good. 3 Thorpe. It is entirely contrary to law that a villein should make fine to his lord on account of his marriage; for his person and all the goods that he has are the lord's; and, whereas you allege title of prescription, that cannot be understood; for you have supposed by your avowry that he holds the land of you in villenage, so that the freehold is supposed to be in you; wherefore the avowry is not maintainable by reason of prescription. 5 Kirton. I fully allow that it is contrary to law that the lord should take fine of his villein; still, it is the usage in several places in England that the lord can take fine. And, Sir, I have supposed by my avowry, that he who holds the land must do such services, so that this is a covenant on his own part to do the services; wherefore, when he took the land on consideration of doing the services, he made a covenant for the services, and there is as good reason that he should be charged with these services as that he should be with other services, as to carry corn in August, or to plough his lord's land in winter, if there were such usages on the

land; wherefore, &c. 6 Thorpe. Such small services do not place the person in servile condition; but to make a fine for marriage 7 is a service of a nature to place the person in servile condition, and such services are bad, and contrary to law; wherefore, &c. 8 Kirton. Suppose that I lease land to a man for term of his life, on condition that if he marry without license I may enter, and that he do marry, I may enter and may maintain my entry on the ground of the condition, and yet it is a condition contrary to common law; wherefore it seems in this case also that the avowry is maintainable. 9 Bellknop. It has not been the usage, from time whereof memory runs, to have such usages in land held in villenage; ready, &c. 10 WICHHINGHAM. You cannot have such an averment, for he has himself supposed by the avowry that he was himself seised, and that he leased to the plaintiff to hold by such services and customs; wherefore, inasmuch as he was himself seised, prescription cannot be in point here; wherefore, &c. 11 Bellknop. Then we say that the plaintiff does not hold this land by such customs; ready, &c. 12 Kirton. That is not an issue, for the avowant has not supposed that the plaintiff is tenant of the land, but that he holds in villenage, and so the freehold is in the avowant; wherefore you shall not be admitted to take issue that he does not hold the land by such customs. 13 Bellknop. You have not such customs in respect of the land as you have supposed by the avowry; ready, &c. Issue was joined thereon. 14

The ransome of blood had not disappeared from English law in the 15th year of the reign of Henry VI. In that year, on a writ de nativo habendo, the plaintiff Henry VI. alleged the taking of esples in the villein, which included an exacting of tallage high and low at the lord's will, "et de son sang pur fils et fille marier." 15

1 For service, according to the printed report, but this is obviously a mistake.


3 Y. B., 19 II. 6, No. 65, p. 32.
Upon a review of these reported cases, it will appear, as in the cases found in the records, that payment to the lord for marriage in England, whether by the persons marrying, or by a father for his son or daughter, or by a brother for his sister, was a mark of servile tenure, though not necessary of servile condition. In some cases, it will be observed, the word Merchet is used, in others not. It is commonly, but not always, used where the fine is paid on the marriage of a daughter or sister.

In the court rolls of various manors are to be found instances of payments on marriage, which are sometimes classed under the general head of Merchet. The safest course, however, seems to be to recognise nothing as Merchet, except that which is so called in contemporary documents, and those payments which are, in all respects, identical in character with the payments to which the term is actually applied.

The instances in which the word Merchet is used in court rolls, appear to be rare in comparison with instances in which fines on marriages are mentioned. It does, however, beyond doubt, occur in the sense of a fine paid by father or brother to the lord, for the marriage of daughter or sister. Where we find that men give various sums each for license to take a wife in general terms, that other men give various sums each for license to contract marriage with a widow, we certainly have something analogous to Merchet; but there is nothing to show that we have Merchet itself. If any attempt is to be made to trace the etymology of the word, it is of the utmost importance that no meaning should be assigned to it which it cannot be clearly shown to have borne.

It may, however, be necessary, before proceeding further, to compare Merchet as known in time of legal memory, with the leirwite or legerwite, which seems to have been in existence before the Norman Conquest. From one point of view, Merchet appears to resemble leirwite, but only from one, and that not the most important. In the case printed in the present volume, and elsewhere, it appears that Merchet was payable when a daughter or sister “desponsata vel fornicate fuerit.” It is difficult to discover that leirwite was connected in any way with the first of the two alternatives. In the so-called laws of Henry I. there is a mention of legerwite in connexion with the jurisdiction of the lord, but without anything to show precisely what it was. There is also a statement that villeins had purchased leirwite and other minor forfeitures from their lords. Leirwite, however, seems to have been a fine for incontinence; for in rolls of manor courts there are found such entries as this:—“The following women have been violated and therefore must pay the leirwite.” It has sometimes been identified with the adulterium, mentioned in Domesday Book, but without sufficient reason. The passages in Domesday Book apply only to the county of Kent, and to the two boroughs of Lewes and Wallingford. They relate to adulterium (and rape in the borough of Lewes), but it is not clear that they relate to incontinence in general. It is, however, unnecessary to pursue the investigation further, because, whatever may have been the relation of adulterium to leirwite, it is clear that in some places, at any rate, leirwite was distinguished from Merchet. In an investigation touching the manor of Broughton, which formed part of the possessions of the Abbot of

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1 See Mainland, Select Pleas in Manorial Courts.
2 A good instance occurs in Select Pleas in Manorial Courts, 94.
Ramsey, it appears that one John Freeman held land for which he gave, among other things, Merchet for his daughter, gesumna for having his land, leirwite and heriot. 1 There are also very many instances in the Hundred Rolls of the year 7 Edward I., in which leirwite is mentioned as something distinct from the redemptio tarnis et sanguinis, or Merchet.

Neither the Ancient Laws and Institutes of Wales, nor those of Ireland, show the word Merchet to have been used in the sense in which it is used in English records after the Norman Conquest. In both, however, 2 a trace of a payment in some respects similar may be found, and in the Cymric or Welsh language an expression which bears a very curious relation to Merchetum. Blount, the author of the well-known book on Tenures, has cited, 3 in his Law Dictionary, a deed dated the 16th of October, 4 Edward VI., in which the lord of a manor in the county of Hereford released to John ap John, his heirs and assigns, certain services issuing out of a tenement in the manor, among which was “Gwabr merched.” This is interpreted to mean “Lairwite,” but whether in the deed itself, or by Blount, is not apparent. It has also been stated 4 that in the manor of Dynevor, in the county of Carmarthen, every tenant, on the marriage of his daughter, paid ten shillings to the lord, the fine being called “gwabr merched” in the Cymric language. As to the translation of the two words, there is not any doubt, as gwabr, or gobr, or gobyr, is a fee or fine, and merched is the plural of merch, a girl, maid, or daughter. The use, therefore, of the expression “gwabr merched,” in the sense of a fine on the marriage of

daughters, is certainly a remarkable coincidence. Had, however, gwabr or gobyr merched been used only in the sense of leirwite, it certainly could not have been Merchet.

In the Ancient Laws of Wales, the technical term corresponding most nearly with merchetum is amoby (am-goby'r), which is translated sometimes as coupling fee, sometimes as compensation fee. It is, however, the fact that gobyr merched is a collocation of words which does occur in the Welsh Laws. One passage has been cited in the History of Manchester, by Whitaker, 1 whose statement has been copied into many other works. He was unfortunately betrayed into an error which vitiates his argument. He says that “the famous Merchet...is apparently nothing more than the Merch-ed of Howel Dha, the daughter-hood or fine for the marriage of a daughter.” In a note he adds “See Merch-ed, Lib. i. c. 14 & a. 27, etc.” 2 By those who have not verified the reference it might be supposed that Merched is a substantive title in the Welsh Laws. All that is actually found is the following passage under a wholly different general heading:—“Efe a gaiff obreu merched, y maer biswail,” 3 which means that a certain officer was to have the fines of the daughters of a particular kind of bailiff. “Obreu” is simply the plural of gobr or gobyr (a fine), the initial y having been omitted according to a definite rule of mutation as affected by the preceding word. “Merched,” as already explained, is the plural of merch (a daughter), and the two words have, perhaps, been fairly enough translated, in the edition to which Whitaker refers, Maritigian fliarum. There is no such thing as “Merc-hed” in the sense of “daughter-

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1 Chartulary of Ramsey Abbey (M. R. Series), 304.
2 Ancient Laws and Institutes of Wales (Rev. Comm.) in the several codes. See also Ancient Laws and Institutes of Ireland (Senchus Mor), Vol. 3, pp. 315, 317, Vol. 4, pp. 61-65, where it would appear that some sort of payment was made to the head of the family, or the head of the tribe.
3 Sub. voc. Gwabr-merched.
4 Blount, L. D. sub voc. Merchet.

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1 Vol. 1, p. 265.
2 Vol. 1, p. 370.
3 Whitaker's reference has been traced to the Lecya Wallia, Ed. Wotton (A.D. 1750), Lib. I., c. 14, "De Dispensatore." The literal translation of the words is "he shall get fines of daughters of the dag-
"bailiff." As to the plural formed in eu (obreu) instead of the later au, see Zuesa Grammatica Celicu, 291-2.
merchetum is a word signifying maid or daughter of Merche.

Even if this were admitted, however, it would not necessarily follow that the word came into English records solely from a Cynric source. In order to prove that, it would be necessary to prove also that the same or a similar word with the same meaning did not exist in other languages introduced into England. On this point there is but little evidence of a trustworthy nature. On the one hand the word seems to be absent from pre-Norman laws, charters, and literature in England, but on the other hand it seems to have existed in Teutonic and Scandinavian languages on the continent, as for instance in the form Merch (gen. and plur. Meyjar) in Icelandic, and in the form Merga in Lithuanian. If it did exist in the vernacular as spoken in England before the Norman Conquest it might, therefore, have been either imported by Scandinavian or Teutonic invaders, or acquired by them from the earlier population, as were a few other words relative to matters in which women are interested. Still, in estimating the probabilities, it must always be borne in mind that merch is certainly known to be a Cynric word for maid or daughter, and it is not known with certainty that such a word was brought into England by any non-Cynric tribe or nation.

The subject has a bearing on a very obscure point its bearing on history. If Merch did indeed indicate a surviving pre-existing Welsh word, it might have been adopted by the Welsh who afterwards called the Welsh language Ynysian, but it is not known with certainty that such a word was brought into England by any non-Cynric tribe or nation.

1 According to the Glossary to Thomas Sago Eriol's Eforcoplion, M. R. Series.
2 The words merch and merch are often used in Welsh philosophy (ed. Phil. Mus.), pp. 74 and 80.
3 See also Weil, Glossarium Germanicum, sub merc.
4 E.g. saw, gawn, bride, &c.
5 The derivation of merch from the Cynric Merche not only appears in Whitaker's History of Manchester, but is set out in Hazlitt's Edition of Bland's Tenures, Glossary, sub merc, and has recently been put forward as an established fact in Lewis's Ancient Laws of Wales viewed especially in regard to the light they throw on English Institutions, pp. 334-5, &c. It has, therefore, hardly been dismissed without notice.

INTRODUCTION. xxxi

INTRODUCTION.

THE CASE FOR THE DERIVATION OF AMOBYR...
of a Cymric word in connexion with a Cymric custom even in Norfolk, Suffolk, and Essex, it would, independently of all other evidence, go far to establish the survival of a considerable Cymric population, both male and female, in the midst of their Teutonic conquerors. It would imply not only the female serfs but also their male relatives who paid the fine on their marriage, and these would probably constitute the most numerous class in the land.

The obvious and at first sight very plausible derivation of Merchet from *gwabr*, or *gobr*, or *gobyr merchad* is, however, not free from difficulties, and those of a very serious character. It postulates unity of custom known by one name in early times throughout the whole of Britain, except perhaps the Highlands of Scotland—a native custom, retaining its vitality through Roman, Saxon, Anglian, and Danish domination, and asserting itself, in its own name, even after the Norman Conquest. It is true that there is one great distinction between the Amobyrf of the Cymric Laws and the Merchet existing in England after the time of legal memory. The payment of Merchet was certainly the mark of a servile tenure; the payment of the Amobyrf was not. Conquest alone, however, it may perhaps be said, would sufficiently account for this difference, because, if the conquerors adopted such a custom of a subject people, they would naturally adopt it only with a difference in their own favour. In this case, therefore, the later difference or distinction would serve only to illustrate the original unity.

Great are the a priori objections to this derivation, the objections from well ascertained facts are not only far greater, but, as it seems, insuperable. The absence of the word Merchet (in the required sense) from the ancient laws of Wales, and the use of the word Amobyrf

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1 It is a curious fact that an older form of the plural merched was *merchad*. See Zeuss, Gramm. Celt., p. 297.

for the maiden’s ransom are in themselves points of great significance. The occurrence of the words *gobyr merchad* in the laws and in other Welsh documents might perhaps be a sufficient counterpoise, if the Welsh words were the exact equivalent of Merchet, or if there were sufficient reason for believing that Merchet meant ransom of maids. There is, however, ample evidence that this was not the significance of the term.

In some of the cases already cited it appears that the payment was made not only on the marriage of a daughter or sister, but also on the marriage of a son. If only one or two such instances could be found, it might, perhaps, be possible to explain them away; but there is abundant proof that holders of land in villenage had to ransom their flesh and blood of either sex, and not only their daughters or sisters, and that the ransom was known as Merchet. At Sandford, in the county of Oxford, certain “Cotarti” had to give Merchet, which is explained to be “redemptionem facere pro filio et pro filia mariandas.” At Kirtlington, in the same county, it was found, with regard to several tenants in villenage, that each “redimit pueros suos ad voluntatem domini.” Some “Servi” of Fritwell and various other places did the like; and, in short, it was the common practice for persons of servile condition, or holding by servile tenure, to ransom their “pueros,” that is to say, their children of either sex, in Oxfordshire. In Huntingdonshire the practice was the same. Of each of twenty-five tenants in villenage in Molesworth, it was found “si puere eus maritare debeat, faciet redemptionem ad voluntatem domini,” so also it appeared with regard to certain persons (under the head of Wormedik: Villani”) that “omnes isti villani praee nominati facient redemptionem carnis et sanguinis

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pro filiis et filiabus suis, ad voluntatem dominorum
"suorum de Kynebolton." 1

Read by the light of these passages, the redeption
in carnis et sanguinis is seen to be not by any means
simply a fine or ransom for a daughter or sister, but
literally the ransom of flesh and blood—that of a son or
daughter where the father was living, and, in some cases,
that of a sister, where the father was dead but the
brother was living. When, therefore, the expression is
found without qualification, there seems to be but one
reasonable interpretation of it. Thus, when it appears
that in Cambridgeshire "Adam Slech est cotarius et
" tenant in villenagio . . . et debet gersummare terram
" suam, et faciet redeptionem carnis et sanguinis," there
is beyond doubt an instance of Marchet, and of Marchet
not restricted to the female; so also when it appears
that "Johannes Col est custunarius . . . et debet
gersummare terram suum, et faciet redeptionem
" sanguinis et carnis." 2 In Bedfordshire villeins or per-
sons holding land in villenage are, in the Hundred Rolls
of the year 7 Edward I., commonly described as "servi,
" or "nativi" or "nativi et servi," with the addition "de
" sanguine suo emendo ad voluntatem domini.

Among the apparent varieties in the nature of Marchet
one seems specially deserving of notice. At Lelighton, in
Bedfordshire, no person of the vill could give his daugh-
ter or sister in marriage without the vill, except upon
payment of ransom, and with the licence of the lord. 3
So also at Wivenhoe, in the county of Essex, Marchet
was due in this wise:—If the tenant desired to give his
daughter in marriage to any free man without the vill,
he was to make his peace with the lord for the marriage,
and if he gave her in marriage to any customary tenant
of the vill, he was to give nothing for the marriage. 4 In

4 Plac. Abbr., 86 b.

Hampshire no person holding land of a particular manor
in villenage could give his daughter in marriage extra
feodium, unless he had first made a fine. A jury found in
Kent that if any tenant in villenage wished to give
his daughter in marriage extra hundredum, he had to
ask license of the bailiff and pay forty pence, and if he
gave her without license he had to pay forty-two pence,
and was in mercy of the King. These cases, and others
claimed below, in relation to the Marchet both of sons and
dothers marrying outside the lordship, need very

The droit de fmarrage (foris-mariagium) seems to
have been widely diffused on the continent. This was
a right which the lord had in respect of the marriage of
his serf, either with a person of free condition or with
the servf of another lord. The lord's consent was re-
quired, and he had the right to exact a fine. 5 It is not
surprising that the custom is found in this form in
England as elsewhere, but the application to it of the
term Marchet is very remarkable.

In relation to those cases in which the consent of the
lord and a fine to the lord were the conditions of mar-
rriage without the lordship, an interpretation of the word
Marchet or Marchet might be suggested which would,
perhaps, be open to fewer objections than any of those
hitherto put forward. The nativi were nativi in relation
to the territory of a particular lord. 6 There must have

1 Bracton's Note Book, case 592.
2 Bracton's Note Book, case 733.
3 Thus according to the Lex
Salica, Tit. xvii., Art. 6, "si
quis servis scribe alcum, sine
redemptione domini: sed, cidem in con-
jugio copulaveris, exx. decemvis.
" qui facilem soldis itij, culpabilis
" judicetur, aut exx. itus accep-
pit." See also the passages from
various charters cited by Duange,
sub esch. Foris-mariagium.
4 Or of a particular hundred, &c.

Footnotes:
4 Plac. Abbr., 86 b.
5 Extensa manu er de Wivenho
of two different dates, cited by
been some recognized delimitations between his possessions and those of the neighbouring lords. The boundary, there appears to be no doubt, was called a mark (merc, marque, margo), as the boundary between adjoining countries was called. The nativus who fled beyond the boundary could be pursued and brought back. His sequela (a word which included his offspring, if it did not signify his offspring alone) was subject to the same rule. It is obvious that, whether for the purpose of marriage or any other purpose, neither the nativus nor his offspring was allowed to go permanently beyond the boundary of his lord's land without the lord's consent. It does not therefore seem unreasonable to suppose that when the lord permitted the serf's offspring to go beyond his land-marks, and received some compensation, the payment might have been known by some term having reference to the boundary or mark.

It is true that the term foris-maritigium was applied not only when the serf of one lord married the serf of another, but also when a serf married any person of free condition. In the latter case also, however, the lord's mark or boundary would probably be passed in one sense or other; the female serf would belong to the lord's domain, and would leave it if she married a freeholder. So far as foris-maritigium, or formariage, or feur-marriage, in any sense, is concerned therefore, a term having reference to the mark or boundary might very well be applicable to the ransom paid.

Should it be argued that some analogy ought to be found in the case of other taxes, or imposts, for crossing a boundary, an answer can be given. Carpentier has cited a charter of the year 1406 relating to goods "que in marcha regni vel provincie inferuntur, aut ex " cis efferuntur," on which there was a duty of 3d. in the pound, "que imposito vulgariter Marcha nuncupatur." In relation to the mark or boundary, there is also an important passage in a fragment of Capitula ad Legem Alamannorum:—"si quis alterum ligat, et foris marcha " num vendit, ipsum ad locum revocet, et xl solidos compo-" nationat." Moreover, it is clear that, with regard to villeins, the lord's land-marks were regarded in the same way as the frontiers of a state. Waste could be assigned in respect of villeins, and when it was so assigned, it was said to be "exulando nationis," though of course they were not banished from England.²

If it be assumed that Marchet (in the sense of a ran-" som on crossing the border to be married) was paid for persons of servile condition, it is not difficult to see how the same term might have come to be applied to a service rendered by persons of free condition holding their lands in villenage. The lord who permitted this kind of tenure would not be disposed to sacrifice any of his profit. From the lord's point of view every person who held villein lands was subject to every incident of villenage in respect of those lands, though, if he fled, he could not be claimed as a villein. If the son or the daughter of a villein regarded marrying beyond his land-marks was a source of profit, so also should be the son or the daughter of a free-man who held a villein's lands. In-" tervis, however, as the son and daughter of free parents were not regardant to the land, they would, if they married a person of free condition, necessarily be person-" ally without the dominium of the lord. As between him and them, therefore, this marriage would necessarily be a foris-maritigium, and consequently he would consider himself entitled to their ransom for crossing his border.

³ Ed. Porta, Mon. Germ. Hist., Legum Tom. iii. p. 36. The law itself is at p. 60 (L. Histoiaor, xlv. 1).

¹ There is a case in the present volume (M. 15, No. 62) in which waste was alleged as "vastum, ven-" ditio nem, et destructionem, et ex-" aium de terris, dominibus, boecis,

" carthii, et dominibus, in Ky-" peck," and particularly "ex-" lando quosdam Robertum Gil-" bard, Adamo le Bowyne, et " Rogeram Hullis, nationes:" This is in no way exceptional, the words " exulando nationis " occurring fre-" quently in actions of waste.

¹ In the later editions of Ducange, Gloss., sub voc. Marcha (8).
On this supposition, there would seem to be a sufficient explanation of all cases in which *Merchet* was paid for the marriage of a serf—son, daughter or sister—outside the lord's *dominium*, and a sufficient explanation also of the very large class of cases in which the same fine was paid by any free-man holding in vilIenage. It remains to be considered whether the payment by persons of servile condition to their lords, upon marriage of a daughter or sister within the same lordship, or upon loss of chastity, can be explained on the same hypothesis. Directly, of course, it cannot. A payment on marriage, of which the very essence is that the marriage is beyond the border, cannot readily be identified with a payment for a marriage within the border. The only way apparently in which the term could have been applied to both, is through the application of it to one in the first instance, and subsequently to the other by transference. It is not altogether unnatural that a word used at first in relation to a particular kind of marriage of a serf, should afterwards have been used in relation to any kind of marriage of a serf.

It may, no doubt, be objected that if the lord could exact the fine when both the marrying persons were within his lordship, this, rather than the fine on *furis-maritalium*, should be regarded as the origin of the custom. The relations of lord to serf, however, do not seem to be in accordance with this argument. In theory, all that in any sense belonged to the serf or villein was the property of the lord; or, at any rate, nothing could be alienated without the lord's consent. If this theory were strictly enforced, it is obvious that the serf's son and daughter, and the money with which he could pay their ransom, were the lord's already, without any special tax, fine, or custom. To admit that the serf has of his own, wherewithal to pay a fine to the lord on a particular occasion, is to admit that he has some sort of property, however qualified, in his own possessions. His offspring is not in the same condition as the offspring of his lord's horses or kine. He has already acquired some customary privileges. It seems far more probable that the idea of making him pay for the marriage of a son or daughter after the acquisition of such privileges, should have suggested itself when the son or daughter was to go altogether out of the power of the lord, than that it should have originated upon any marriage within the lordship, when there could not be any loss to the lord.

On this supposition, too, the payment for loss of chastity would be sufficiently explained, because the woman's chances of marriage were lost, or at any rate greatly diminished, and with them the lord's chance of a fee for a marriage beyond the border. It would be only natural that, as the customary rights or privileges of the *servi terre ipsius cui nullus soli* became more fully recognised, or better defined, the privileges of the lord should also take a more definite shape. He might reasonably argue that if he allowed his villein to accumulate personal property, he might at least prescribe the conditions on which it was to be held, and a fine for marriages beyond the border would easily be extended to marriages within the border.

There are still in existence some traces of the mode in which *furis-maritalium*, or a fine for marriage of a person of either sex beyond the borders, may have become *maritatum*, or a fine levied on marriage in general. At Brightwell, in Oxfordshire, if a tenant in vilIenage "filiam vel filiam extra terram domini voluerit maritare, ipso *emere tenetur*. This is an instance of the ransom levied when not only a daughter, but a son also, made a foreign marriage, and apparently only when the marriage was foreign. At Spaldwick, in Huntingdonshire, however, it is clear that the *furis-maritalium*, the fine on marriage outside, was originally the true mark of vilIenage rather than the fine on marriage in general.

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The men of Spaldwick held, as found by Inquisition, by services of which the following was one:—"si filia alius et infra socam maritari debeat, dabit xx. denarios, si extra "secundum voluntatem domini." The giving of *Merchet* at the lord's will was obviously a sign of servile holding; but it is not by any means so easy to understand why the payment of a fixed sum should have been regarded in that light at all. The right of the lord or guardian in chivalry to dispose of his infant ward in marriage was quite as oppressive, and yet was an incident of the most honourable kind of tenure.

Upon consideration of the words of Bracton, Fleta, and Britton, as well as of various reports, all to the effect that *Merchet* was an indication not only of villein tenure, but of its very lowest form, it is impossible to come to any conclusion but that originally *Merchet* must have been something very different from a fixed payment to be made on certain well defined occasions, and not to be extorted by blows, as in the Salic Laws. This fine of settled amount, leviable by distress, must certainly be the outcome of a higher relative status acquired by the tenant in villenage from his lord. The absolute power of the lord, however, to exact whatever he pleased, whenever any of the *sequela* of his villein left his lordship for the purpose of marriage, might well be described as *Merchet*; and the payment of *Merchet* or *Marchet* in this sense might well be described as the one sign above all others which indicated a holding in villenage—as being the indelible stigma borne by the *servus terrae*. It was precisely the same in France. The words "les habitans "d'icelle ville estoient de servite condition comme taulailles, "à voileté, de morte main, et de formariage, et autrement" are to all appearance identical in meaning with those found in our English Hundred Rolls. They may well be compared with passages already quoted, and with the following, which constitutes a common form in the ancient Hundred of Muresley, in the county of Buckingham:—

*tenentes illarum terrarum sunt servi de sanguine suo* "enendo ad voluntatem domini, et ad alia facienda que "ad servilem conditionem pertinent." 1

It is sufficiently clear that the one idea which is always prominent when the word *Merchet* is used is that of ransom—and not necessarily the ransom of a female. *Merchet* is the ransom of flesh and blood, more often, perhaps, of the villein-tenant's daughter or sister than of his son, but by no means unfrequently of his son also. All the curious theories which have grown up around the term, on the assumption that it had relation only to girls, must necessarily be abandoned as soon as the meaning assigned is found to be incorrect. As *Merchet* had no special relation to sex, the fabric raised on various sexual speculations is as baseless as that of a vision, and vanishes as soon as an attempt is made to inspect it closely. Be the etymology what it may, it must be sought not in the root of any word having reference to maids or daughters in particular, but in the root of some word having reference to blood, to purchase, to redemption or enfranchisement, or the price paid for it, or to a particular kind of tax, fine, impost, or exactation.

Both the Latin *mercatus* and the Latin *merces* approach very nearly to one of these significations, but there are many objections to the acceptance of either as the original of *Merchet*. *Mercatus* (or *mercatus*, in mediaval Latin) meant a market, associated with which was the idea of publicity. This is something very

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1 *Rotuli Hundredorum*, Bucks, 7 Edw. I, Hundred of Muresley

2 *This remarkable passage* (1889) in his Dictionary of the Early French Language from "Arch. is cited by Godefroi *sub voc. Por.*

3 *K. 54, pièce 45."
different from a private transaction between a lord and his villain. *Mercet*, the price, or *mercedes*, the prices, may appear to come nearer to the desired meaning; but something more precise seems to be required, and something which may reasonably be supposed to have been used in the vernacular. *Mercet* not unfrequently occurs side by side with *Leirwite*, *Blodwite*, heriot, and other words of Teutonic origin, and it is not easy to see how a Latin word could have found its way into such company. There is a further argument against both *mercatus*, or *mercurium*, and *merces*, which may be regarded as conclusive. It is that the true Latin for *Mercet* is *redemptio*, or *redemptio carnis et sanginis*, the forms *merchetum*, *mercheta*, *mercheta*, or *mergetum* having always the appearance in Latin of technical terms of non-Latin origin.

Thus it becomes almost certain that *mercet* cannot be derived from *march*, a horse, as has been suggested with more ingenuity than decency by some writers, or from *march*, *mergi*, *mear*, or any other form of a word signifying a maid in any language, or from *mercatus*, *merces*, or any other Latin word. It cannot be French, as the French appear to have known it only in the form *marquette*, or *marqueter*, used in denunciations of the wicked King Ewenus and in commentaries on the supposed Scotch and English practices.

The hypothesis now proposed is only tentative.

The *foris-maritium*, or *for-marriage*, was identical with one at least of the forms of *Marchet*, and, by whatever name called, seems to have existed wherever a Teutonic population had settled in a Roman province. *Foris* in this combination meant *foris limites*, *foris marginem*, outside the boundary of the lord’s dominium. *Mercet* in pre-Norman England had the signification of *limes* or *margr*, among others, and it is therefore by no means impossible that *Merrket* may be the equivalent of

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The record of this case is among the *Placita de Banco*, Mich., 15 Edw. III., R. 269. It appears that the action was brought by William de Beleshe, knight, and Joan his wife, against John Reynor, of Grimsby, clerk, and Edmund his brother. The tenants vouched to warranty William and John, sons and heirs of Walter de Stalyngburgh, knight, who were under age.—"videlicet predictum Wilhelmi num et simum antematum et beneficium, &c., ratione terram et

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1 From T. and L.
2 *This report, being in both MSS. merely a repetition in the same form of that which appears Y.B., Easter, 14 Edw. 3, No. 27, has not been printed in extenso. The report in Fitz., noted in the margin, seems to be a different report of the same case.
3 *avant is not in T.
4 T., noun.
5 L., qv tyrant, instead of qu tout.
6 grav is not in L.
7 From T., L., and 15,560.
MICHAELMAS TERM

Nos. 24, 25.

A.D. 1341. same A: by reason of nurture, and part of whose lands held in Knight service were in the wardship of J. de Orby, as guardian de jure—and the younger son, whose body and lands were by reason of nurture in the wardship of B, and was heir because the lands were of the soke of D, which descend by custom to the youngest son.—And he produced a specialty.

(24.) § Note that the Prior of Austin Friars sued a writ of Error in the King’s Bench, in respect of an assise of Fresh Force, against the Master of the Scholars of Oxford, and exception was taken to the warrant of attorney, because he had no warrant on this writ, but his warrant was on another writ of Error which was abated for variance.—Pole. This warrant ought to suffice until error be found.—And then he was nonsuited.

(25.) § Avowry for Mer­chelum, as appears below, and this well.

Avowry for Merchelum, as appears below, and this well.

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XV. EDWARD III.

Nos. 24, 25.

garde mesmo celui A, par reason de nurture, et partie A.D. 1341, de ses terres en chivalore en la garde J. de Orby, gardein de dreit—et le puisne fitz, qi corps et terres sont par resone de nurture en la garde B, et issi heir qe les terres sont de la soke de D, qe descend par usagio al fitz puisne.—Et mist avant especialle.

(24.) § Nota qu le Priour de Freres Austinis Nota: suyest bref derroure, dun freche force, en Bank le Roi, vers le Mestre des escelleres 2 Doxenforde, et la garrant dattourney fust chalenge, qar il navoit nul garrant en cestui bref, mes son garrant fust a un autre bref derroure qe fust abatru par variance.—Pole. C'est garrant doit sufftre tanque error soit atteynet.—Et puis fust nouansy.

(25.) § Avowere sur heirs madles, pur ceo quils tyndrent de luy par cersains services et par mercchet, saver, quant fille ou sere le tenant fist fornicacion.

1 From T., L., and 16,560. See No. 20 of Easter Term next preceding, and the Appendix A. at the end of this volume.

2 The words des escellers are not in T.

3 From T., L., and 16,560. The record of this case is among the Placita de Bosco, Mich., 15 Edw. III., R. 253, 4. It there appears that the action of Replevin was brought by Alice, late wife of Robert de Neubolfe, of Ketton (Rutland), against Thomas de Grencham. He avowed “quia dicit quod qui- d nam Robertus de Neubolfe quem dam tennit de quedam Ethulone de Munibos, domino maneri de Ketene, cujus statum ipsa Thomas habet, numnum messuagum et numnum boraum terrae cum pertinacitate in Ketene, ut de feodo quod ve-nitur Neubolfe, per fideltatem, et servitium dominorum solerorum et quorum depariarium annuam in festa laeche et sancti Michaelis solvendorum per faucis por-tiones, et faciendi sectam ad caniam ipsum Ethulonis de Ketene de tribus septimannis in tres sep-timaneas in Ketene, et par servivium annum; and cuo una carcina per annum deo, cun prernunen
A.D. 1341. the license of the lord, the tenant should pay 5s. 4d.;
and because the daughter of the tenant was married,
&c., he avowed for 5s. 4d. for merchetum.—And excep-
tion was taken to the avowry, as appears at the end.
—The plaintiff said that she was tenant in dower of
the inheritance of the heirs of her husband, and she
prayed aid.—Thorpe. Our avowry is for rent service,
in which case she who is a stranger cannot be a party
either to deny or counterplead my services; and if
the others of whom she prays aid were to come, they
would have no answer other than that which she
could give.—HILLARY. They will; and that is the
reason why she will have aid.—Thorpe. Suppose she
gave one answer, and the others gave a different answer,
the woman's answer would be taken.—HILLARY. That
is true where they do not join; and, if the others
were now in Court, they would join, for they are
No. 26.

A.D. 1341. mesne between the woman and you.—Thorp. She must plead to issue before she can have aid, for otherwise we should be delayed in vain; for, if she say it is out of our fee, she will not have aid: and if she give a different answer, to which she can not be party, then perchance she will have aid.—Hill. It is fit that she have aid before pleading to issue, for otherwise you would put her to say that it is out of your fee, when perchance you have distrained within your fee.—Thorp. Let her shew then by whose assignment she is tenant.—Pol. By our own assignment; for the heirs of our husband are in our wardship by reason of socage.—Thorp. A woman can not hold in dower unless it be by assignment from some one else or by recovery in a Court of record, and she alleges neither one nor the other; judgment.—Blayk. In this case no one could assign dower to her except herself, and if she demanded dower of other land against another, she would be barred, because she could herself take dower de la plus belle of the land holden in socage.—Hill. That is true; in that case it would be adjudged that she should take to herself dower de la plus belle, and by that judgment she would be endowed; but now you do not allege any judgment, and she had not any assignment; therefore the freehold is in the heirs; therefore we oust you from the aid.—Blaik. Hors de son fee; ready, &c.—And the other side said the contrary.

(26.) § Nuper obiit. Nuper obiit against B., who alleged that he was a villein; judgment of the writ.—Thorp. He has, as a free man, denied the formula of Court and our right, and this is a Nuper obiit which does not lie against any other; besides, he and we heretofore brought a writ of Cosinage, on the seisin of our common ancestor, for the same tenements, on which

entre la femme et vous.—Thorp. Il covient que A.D. 1341, plede a issu avant que eit eide, qu autrement nous serrons delaye en veu; qu si eie die hors de nostre fee, eie navera pas eide; et si eie donne autre responso a qui eie ne poe estre parti, eie dones par cas avera eide.—Hill. Il covient que eie eit eide devant, qu autrement vous la mettres a dire hors de vostre fee, ou par cas vous avez destreint deinz vostre fee.

—Thorp. Moustre donques de qi assignement eie est tenante.—Pol. De nostre assignement demene; qu les heirs nostre baroun sont en nostre garde par resoun de sokage.—Thorp. Femme ne poe tenir en dower sil ne soit par autri assignement ou par recoverer en Court de record, et eie nalegge ne lun ne lantre ; jugement.—Blayk. En ceo cas nul homme ne la poet assigner dower si lui mesme non, et si eie demanda dower vers autr autre terre, eie serreit barre, pur ceo qele pourriit prendre mesme de plus belle en sokage.—Hill. Cest verite; la 1 serreit agarde qele se prendrait de plus belle, et par cele agarde serra ele dow; mes ore vous allezgez nul jugement, ne eie navoit nul 2 assignement ; par quei le frank tene­ment est en les heirs; par quei nous vous custom del eide.—Blaik. Hors de son fee; prest, &c.—Et alii e contra.

1 L., me eeo.
2 T., nature; 16,560, nantre; instead of ne eie navoit nul.

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