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CARTULARY OF ST. MARK'S HOSPITAL
BRISTOL
BRISTOL RECORD SOCIETY'S PUBLICATIONS

General Editor: Professor David Douglas, M.A., F.B.A.
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Vol. XXI

CARTULARY OF ST. MARK'S HOSPITAL

BRISTOL
BRISTOL AND ITS SUBURBS ABOUT 1300

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1. All Saints
2. St. Ewen
3. Christ Church
4. St. Werburgh
5. St. Mary the Less
6. St. Giles
7. St. Mary le Port
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LIST OF ABBREVIATIONS

Barker . . . Barker, W. R., *St. Mark's, or the Lord Mayor's Chapel, Bristol* (Bristol, 1892).
Barrett . . . Barrett, W., *History and Antiquities of the City of Bristol* (Bristol, 1789).
S.R.S. . . . Somerset Record Society.
V.C.H. . . . *Victoria County History*.
PREFACE

The publication of an extended Latin text of a bulky medieval cartulary nowadays imposes a severe strain on the resources of a private record society. To print the Cartulary of St. Mark's Hospital in extenso would require its division into two or three volumes issued over a period of years. The great majority of deeds in the Cartulary, however, are of a kind which can be effectively calendared and which gain little from being printed in full. It was felt, therefore, that it might best be published in the form of a comprehensive calendar in English, which would make it possible to contain it within the limits of a single volume, and it is hoped that this advantage may offset the inevitable loss to the specialist. Even with the saving of space gained by calendaring, the Cartulary demanded a volume larger than is now normally possible in the series of Bristol Record Society Publications. The extra cost was met with the aid of generous assistance from the Corporation of Bristol and the British Academy, which the Society gratefully acknowledges.

I am greatly indebted to Miss Elizabeth Ralph and the staff of the Bristol Archives Department, who gave me invaluable help at every stage of the work. I owe a similar debt to Mr. J. Shum Cox, the Bristol University Librarian, and his staff, and I have been helped in various ways by Mr. I. P. Collis, the Somerset County Archivist, Mr. Irvine Gray, County Records Officer of Gloucestershire, and Mr. E. H. Sargeant, County Archivist of Worcestershire, who now has the Worcester episcopal registers in his charge.

Among many individuals who have helped me, I should like to thank Professor M. D. Knowles, Mr. G. R. C. Davis, of the British Museum, and Dr. W. O. Hassall, of the Bodleian Library, for their advice on particular points. The Hon. General Editor of the Society, Professor David Douglas, and the Hon. Secretary, Mr. P. V. McGrath, have given me generous assistance throughout. I am especially indebted to my colleagues, Dr. Margaret Sharp and Mr. J. W. Sherborne, for their learning and patience in answering innumerable questions, and to Miss I. J. Pidgeon, for her help in reading the proofs of this volume. Last but not least, I owe to my wife that constant encouragement and understanding for which it is difficult to express sufficient gratitude.
INTRODUCTION

1. The Manuscript

In 1950, after an absence of some two hundred years, the Cartulary of the Hospital of St. Mary and St. Mark of Billeshwick by Bristol returned to its lawful custodians, the Mayor and Corporation of Bristol. It first came into their possession when (as the ‘Mayor’s Kalendar’ records) ‘the scite and demeanes of the Gauntes of Bristow . . . with all manors, londes, tenementes and other the hereditamentz belonging to the same were purchased by the Maior and Cominaltie of Bristowe’ from the king in 1541 for the sum of £1,000.¹ It is recorded among other manuscripts as being in the Town Clerk’s keeping ‘in his studye in the Councell Chamber’ on 24 January, 1621, in a list noted on the fly-leaf of the ‘Kalendar’: ‘Item a parchment booke of the Gaunts charters.’² The eighteenth-century historian of Bristol, William Barrett, implies that he had seen the manuscript without stating its whereabouts:

‘The original deeds relating to this house . . . fill a large book of folio size close written with abbreviations, a copy of which authentic curious manuscript I have in my possession. I shall quote this also under the title of Gaunt’s Book, being a manuscript never seen by any of our writers of ecclesiastical history and antiquities, neither by Dugdale, Stevens, Leland, Tanner nor Mr. Willis.’³

By 1800 the Cartulary was in the possession of Richard Haynes, Esq., of Wick and Abson, near Bristol,⁴ from whom it passed through

¹ Ricart, p. 56.
² Ibid., p. xxii.
³ Barrett, p. 358. Barrett’s copy is probably that now in the Braikenbridge Collection in the Som. Arch. Soc. Library, Taunton, from which the modern transcript (now Hockaday Abstracts, nos. 429–31, in Gloucester Public Library) was made. Barrett also consulted a copy belonging to Christopher Willoughby, Chamberlain of Bristol 1736–75, now in Bodleian Library, MS. Top. Glouc. c.9: a letter from Barrett therein, dated 30 Jan., 1761, to Willoughby says that the latter’s copy is ‘very valuable’ as the abbreviations ‘are all transcrib’d very correctly in this, but in my copy very erroneously.’
INTRODUCTION

booksellers to the library of Sir Thomas Phillipps in or about 1826. It was bought by Bristol Corporation at Messrs. Robinson's sale on 29 December, 1950.

The Cartulary now consists of a volume of 241 folios, each 11 inches long by 8 inches wide. They are contained in their original binding of oak boards covered with doeskin, but the volume has been rebacked. The folios are ruled for 26 lines to the page, the writing running across the full page. Most of the initial letters are decorated in red and blue, the decoration extending into the margins, and, with a few exceptions, each document has a separate heading. Sufficient traces of the original signatures remain to show that the manuscript was made up of 244 folios, consisting of 18 gatherings of 8 folios each, and 2 of 10 folios, but 3 folios have been excised at the end of the first section (at folio 22). There are, however, reasons mentioned below for thinking that originally the volume was appreciably larger. The foliation throughout is in a late eighteenth- or early nineteenth-century hand, and there are marginal additions, mainly notes of place-names, in the same or a similar hand.

The volume is neatly written throughout in two (or perhaps three) neat and legible court-hands of the late fifteenth century, with a few additions in another and later hand which supplied the latest document, dated March, 1505, but the Cartulary was clearly planned and largely complete before 1500. Apart from certain deliberate alterations in documents concerning the constitution of the house, the clerks seem to have been careful copyists, and comparison with the few original documents which have been found suggests that the cartulary may be generally regarded as a reliable text for the documents entered in it. There are indications, however, that they were not always familiar with the formulas of the some of the more technical documents, which occasionally results in some curious Latinity. The Cartulary was carefully arranged in defined sections, and it was not necessary for documents to be afterwards inserted out of sequence or in cramped lower margins.

1 According to a note by Sir Thomas Madden in his copy of the Phillipps Catalogue now in the British Museum, the Cartulary was bought by Phillips from Strong of Bristol in 1826: I am indebted to Mr. G. R. C. Davis of the British Museum for calling my attention to this. Cf. A. N. L. Munby, 'The Formation of the Phillipps Library to 1830' (Phillipps Studies no. III, Cambridge, 1954), p. 147.

2 William H. Robinson, Catalogue no. 81, 1950, item no. 52 (Phillipps MS. 1084).

3 See below, p. xiii.
INTRODUCTION

The structure of the Cartulary is as follows:

Folios 1–23  Foundation charters, documents concerning the constitution and patronage of the house, royal charters and licences. (3 folios excised at f. 22)

24–103  Bristol (ff. 101–3 blank)

104– 23  Stockland Bristol, Som. (ff. 122v–123 blank)

124–129  Weare, Som. (ff. 128v–129 blank)

129v–136  Brewham, Som. (f. 136r blank)

136–148  Over Stowey, Som. (f. 148 blank)

149–157  Winterbourne Gunner, Wilts. (f. 157 blank)

158–214  Earthcott, Gloucs. (ff. 213v–214 blank)

215–218  Iron Acton, Gloucs. (f. 218r blank)

218v–225  Wainbroke (Barton by Bristol) (f. 225v blank)

226–232  Miscellaneous charters (small properties in Clifton, near Bristol, Tickenham, Som., Ireland). (ff. 233–39 blank. ff. 240–1 contain brief index notes in later hands)

The Cartulary thus provides a section for each of the hospital properties, except Redwick (Gloucs.) and Pawlett (Som.). The absence of charters for Redwick is not surprising, since it is almost certain that the hospital never obtained possession of it. The absence of any records of Pawlett, the most valuable of the hospital estates, is hard to understand. It seems most unlikely that the Pawlett records were deliberately excluded by the compilers of the Cartulary. Nor is it probable that they were omitted because the deeds were missing, since some of the originals survive today. A possible explanation may be sought in the post-Dissolution history of the estates. Pawlett was at first intended by the Crown for sale to Bristol, together with the rest of the hospital property, but was afterwards sold separately to Richard Cupper, and thus lost its

1 Below, p. xxviii.

2 The only consecutive series of original charters and deeds belonging to St. Mark's which has been found relates to Pawlett. In 1930, a group of 25 Pawlett deeds were included in a large collection of deeds offered for sale by H. R. Moulton, of Richmond, Surrey, and are listed in his Catalogue, pp. 224–8. The Moulton Collection passed to the Leicester bookseller, Bernard Halliday, from whom some, including the original of no. 1 in the Cartulary, were bought by the Somerset County Council and are now in the Somerset County Record Office at Taunton. Mr. R. B. Halliday informs me that he cannot now trace the whereabouts of the remainder. These included 3 versions of the foundation charter (no. 2).
INTRODUCTION

connection with the Mayor and Corporation's 'Gaunt's Estate'. It seems not implausible that the quires relating to the manor of Pawlett were detached from the Cartulary and given to the new owner, and some support for this suggestion may be found in the manuscript.²

2. The Foundation and Constitution of the Hospital

Several accounts of the history of St. Mark's have been published, notably the scholarly sketch by Dr. Rose Graham in the *Victoria County History of Gloucestershire.*³ None of these, however, was based upon a critical study of the available sources, and only the Bristol historian, William Barrett, had access to the Cartulary. Many of the misconceptions which have arisen concerning the history of the house can be corrected in the light of the Cartulary evidence, but even with this advantage some problems must remain unsolved.

The first move towards the foundation of an almonry at Billeswick can probably be found in an undated agreement (which may be dated on internal evidence to between 1216–30)⁴ between St. Augustine's Abbey, Bristol, and Maurice de Gaunt, cousin of Thomas, lord Berkeley, and himself one of the great magnates of his day.⁵ In return for a grant of 60 loads of corn and the same quantity of beans and peas yearly, and a rent of £10 in lieu of 80 loads of barley, the abbot and convent undertook to provide a daily dinner for 100 poor in the almonry which Maurice had constructed for them, and to maintain a chaplain there to pray for the souls of Maurice and his

¹ W. R. Barker, *St. Mark's, or the Mayor's Chapel, Bristol* (Bristol, 1892), pp. 52–7.
² There is a break in the series of initial letters used in the original signatures of the Cartulary at f. 103, the end of the Bristol charters, i.e., the place at which one would have expected to find the Pawlett records. This break suggests that two or more quires were originally intended to fit there.
⁴ Jeayes, p. 78.
⁵ He was a son of Robert 'de Were', son of Robert FitzHarding, ancestor of the Lords Berkeley, and founder of St. Augustine's Abbey, Bristol. To his estates in Somerset and Gloucestershire, Maurice added the great inheritance of his mother, heiress of the Paynels (below, p. xxviii). For his career, see *D.N.B.*, s.n., and *Early Yorkshire Charters*, ed. C. T. Clay (Yorks. Arch. Soc. 1939), vi, 35 ff.
ancestors. Maurice later gave the endowment a more substantial and usual form by conveying to the Abbey for this purpose his manor of Pawlett and other properties in Somerset and Bristol.\(^1\) Shortly after Maurice's death in the summer of 1230, his nephew and heir, Robert de Gournay, confirmed the endowment, with the condition that any future increase in the charity of the almonry or in the number of chaplains to be maintained on the foundation should be determined by Maurice's executors, the Bishops of Chichester, Bath and Wells, and Worcester.\(^2\)

It is significant that none of these charters is recorded in the Cartulary. The Hospital of St. Mark's owed its existence as an independent community to Robert de Gournay, who is regularly cited as its founder in later lawsuits and deeds of title.\(^3\) Within two years of his uncle's death, Robert de Gournay increased the number of chaplains, freed them and their possessions from the control of St. Augustine's, and placed them under their own master, who was to govern them as he thought fit.\(^4\) Robert's decision to transform Maurice de Gaunt's simple charity into a full religious house was perhaps influenced by his energetic uncle, Henry de Gaunt, Maurice's younger brother, whose appointment as first master followed soon after the charter of re-foundation, and who was to devote the remainder of an active life to increasing the wealth and prestige of his house.\(^5\)

Any attempt to define the constitution of the new foundation must begin with a problem of evidence. It seems almost certain that Robert de Gournay followed his uncle's example in charging his almonry with the duty of distributing daily doles to 100 poor persons. All the available evidence independent of the Cartulary confirms this view, and it is too strong to be disregarded.\(^6\) Yet in the Cartulary all except one of the documents concerning this point specify the feeding of 27 poor as the hospital's liability.\(^7\) It is clear, then, that at least by the end of the fifteenth century, when the

\(^{1}\) Barker, pp. 8–9.
\(^{2}\) Barker, pp. 9–10.
\(^{3}\) Nos. 9, 15, 16, 17, 23.
\(^{4}\) Nos. 2–4.
\(^{5}\) The respect in which he was later held by the master and brethren is illustrated by the heading to no. 1, where he is claimed as co-founder with Robert de Gournay, but this claim is not made in official documents.
\(^{6}\) The evidence is cited in the notes to nos. 1–3, 6, 9, 26.
\(^{7}\) Nos. 1–3, 6, 9, 14, 15. The exception is no. 26 (Henry III's confirmation charter) where no alteration has been made. In no. 5 the number of poor is left unspecified.
INTRODUCTION

Cartulary was compiled, if not long before, the master and brethren had come to regard their eleemosynary duty as far more restricted than their founder had intended, and were prepared to falsify their deeds of title to justify this position. What motive, we may ask, prompted these deliberate alterations?

The most likely explanation is to be found in a combination of financial stringency and changing function. The revenues which Maurice de Gaunt had intended to maintain a single chaplain and provide doles for the poor had soon to support a greatly increased clerical establishment. The founder’s intentions as to the number of brethren to be maintained by the hospital are not entirely clear. Two versions of the foundation charter of Robert de Gournay are entered in the Cartulary. The first of these in sequence (no. 2) provided for a master and 3 chaplains, the second (no. 5), which is of the same or very similar date, specifies a master, 4 chaplains and 8 clerks. The former charter was soon afterwards confirmed by Henry de Gaunt as master and his brethren, and was always later regarded as the true foundation charter. The number of brethren, however, was considerably increased in 1259, when Bishop Walter de Cantilupe drew up his ordinance for the constitution of the house. The bishop approved an establishment of 18, consisting of a master, 6 chaplains, 6 clerks, and 5 lay brethren, and the same number is specified in Henry de Gaunt’s charter to the house on the eve of his resignation in 1269. A royal commission of May, 1299, mentions the names of 11 brethren in residence at the time, and in 1346 the house supported 10 brethren and an absentee master, although numbers declined in the later fourteenth century. The need to

1 For further details on the financial condition of the house, see below, pp. xxvi–xxvii.
2 No. 3.
3 It was cited as such by Bishop Cantilupe in 1259 and Archbishop Winchelsey in 1301 (no. 9, note, and App. I). No. 5, however, is not for that reason necessarily spurious, and it is clear from no. 7 that more than one version of the foundation charter was in existence in the founder’s lifetime.
4 These are the figures given in the enrolment of the ordinance on the registers of Bishop Giffard and Archbishop Winchelsey. The Cartulary text, probably through clerical error, gives 3 chaplains, 3 clerks and 5 lay brethren (no. 9, note, and App. I).
5 No. 1.
7 Reg. Bransford, f. 97r. There were only a master and 3 clerical brethren, who formed the body entitled to elect a new master, in 1391 (Reg. Wakefield, f. 90d), but this does not preclude the presence of lay brethren. In 1442 there were a master and 4 brethren (Reg. Bourchier, f. 82d).
INTRODUCTION

maintain a clerical body of this size (and its servants) necessarily involved a diversion of much revenue from almsgiving, and in times of financial difficulty it was probably the poor rather than the brethren who suffered. Within twenty years of Bishop Cantilupe’s ordinance we first hear of accusations that the hospital’s almsgiving had been withdrawn, and these charges were repeated later in the century.

The increasingly clerical character of the community may also have affected its charity for rather different reasons. Unlike many medieval hospitals, St. Mark’s was not charged with onerous duties of caring for the sick and impotent, nor (originally, at least) for resident poor. However burdensome financially, the task of distributing a daily dole can never have occupied a large part of the time and energy of the brethren, and they had every opportunity to become a community following the full round of canonical services and little concerned with the outside world. Thus St. Mark’s belongs to that small group of hospitals in which the religious predominated over the eleemosynary function, and its inner life could more closely resemble that of an abbey than was possible in hospitals preoccupied with the care of resident sick and poor in large numbers, such as St. Leonard’s, York.

This monastic complexion was strengthened by the early tendency for St. Mark’s to be regarded as subject to the Augustinian rule. The bishop’s ordinance of 1259 makes no specific reference to that rule, and merely directs the brethren to follow the practice, except in divine offices, of the hospital of St. John, Lechlade, a house which was also later regarded as Augustinian.

1 The will of the hospital’s benefactor, Vincent de Barstaple, drawn up in 1336, mentions, among various bequests to St. Mark’s, legacies to ‘Gilbert, the master’s groom’, and 2s. to ‘each groom of the said master’. (Cal. Patent Rolls, 1340–3, p. 182.)


3 Hospital constitutions are analysed by Miss M. A. Seymour in her unpublished University of London M.A. thesis (1946), ‘The Organization, Personnel and Functions of Medieval Hospitals in the Later Middle Ages’, chap. II. Miss Seymour emphasises (p. 39) that the vast majority of hospitals combined the provision of doles and nightly lodging for the poor with a more permanent responsibility for the cure of the sick and the maintenance of the leper or almsman for life.

4 E.g., in 1475 Lechlade was described as ‘an Augustinian priory or hospital’, Cal. Papal Registers, 1471–84, p. 466. According to V.C.H. Glos., ii, 125, Lechlade was Augustinian from the time of its foundation, but no evidence has been found to show that it was officially recognised as such in the thirteenth century.
was in fraternity with the Augustinian priory of Maiden Bradley, Wiltshire, and in 1300 the brethren of St. Mark's are described as canons by their patron. Thus the house was probably coming to be recognised as Augustinian by the end of the thirteenth century, although we must wait until 1346 for the first official statement on this point. This change is reflected in the terms used in official documents to describe the house. The terms 'eleemosinaria' and 'hospitalis' common before 1300 are replaced after 1346 in the episcopal registers by 'domus Sancti Marci ... ordinis Sancti Augustini' or 'domus sive ecclesia regularis', and the head of the house is called 'preceptor sive magister' or 'prior sive magister'. In the late fifteenth century the registers sometimes use the term 'domus de Gauntes' or 'Gaunts' House' as an alias, and this becomes a usual description after 1500 in documents of all kinds. The status of the house is shown by Bishop Carpenter's description of it in 1445 as consisting of a 'master and convent ... under the order, profession and rule of St. Augustine'. No clear distinction can be made between St. Mark's and other houses which are generally classified as monastic, and it was as a monastic house rather than as a hospital that St. Mark's was finally suppressed in 1539. It would scarcely be surprising in these circumstances if there were some tendency for the brethren to emphasise increasingly the importance of their religious duties at the expense of their almsgiving. The need to provide special chantry services for the fourteenth-century merchant benefactors of the house doubtless served to encourage this tendency.

We must reckon also with the likelihood of a change in the character of the hospital's charity. Robert de Gournay's directions clearly indicate that the poor were not resident in the hospital: the daily doles were to be given 'to the poor flocking there daily'. Yet

1 No. 30 and note.
3 Reg. Bransford, f. 98r.
4 Regg. Lynn, f. 21, Wakefield, f. 90d, Bourchier, f. 82, Alcock, f. 154d.
5 Reg. Alcock, f. 155r. The earliest example found of the use of this term belongs to 1288 (no. 107).
8 Barker, pp. 48–9. In 1539 Dr. Layton came to St. Augustine's, Bristol, 'intending this day to dispache bothe this howse here beyng but xiiiij chanons, and also the Gauntes, wheras be iiiij, or v.'
9 See below, p. xviii.
10 No. 5. Details of the administration of the charity are given in no. 9.
by 1259 Bishop Cantilupe's ordinance provided that of their number twelve should be scholars, ministering in the choir. These choristers appear to have been resident, since one was to be appointed to teach and discipline the others. Although we hear nothing more specifically of the scholars, we can perhaps see here the beginning of a gradual transition from a system of daily doles for the poor at the gate to the provision of board and lodging for a much smaller number of resident almsmen. If such a change took place, it was probably not complete until well into the fourteenth century, and was certainly not officially recognized before 1300, when the ecclesiastical authorities were still insisting that the hospital should perform its statutory almsgiving. But a change of this kind would have been by no means unusual: in fact, there was a general tendency towards the restriction and specialization of almsgiving in the late middle ages. The transformation of the hospital of St. Cross, Winchester, is suggestive of what may have happened at St. Mark's. There, the daily doles to 100 poor required by the founder had long been abandoned by 1373, and St. Cross had become instead a house of 4 priests, 13 clerks and 7 choristers which maintained 13 resident poor. On general grounds, then, it seems probable that St. Mark's gradually lost its primitive function of feeding 100 poor and developed into an almshouse for 27 resident poor, and that, in consequence, the foundation documents were altered to conform with the practice of the time.

Certain other facts may be used to support this argument. From an early date, St. Mark's accepted boarders of humble status in return for gifts of land. Such bargains were an obvious means of acquiring land or aiding the finances of the house, but they also encouraged the presence in the hospital of resident almsmen whose gift formed an entry fee or premium for admission. Another indication may be seen in the selection of the master of St. Mark's and his successors to supervise the life of the almsfolk in Forster's Almshouse in Bristol, which received a new constitution and endowment from John Easterfield in 1504. Were the masters chosen as trustees...
because they were considered to be experienced in such work through administering their own house? Unfortunately, we have little direct evidence as to how the hospital's charity was administered in the fourteenth and fifteenth centuries. In 1406 and 1438 royal inquisitions found that the daily doles had been withdrawn, and it seems unlikely that they were still being regularly distributed thereafter. Yet the hospital's administration, as Dr. Graham remarked, apparently satisfied the bishops of Worcester, including the vigorous Bishop Carpenter, and this suggests that St. Mark's still provided a useful charity, albeit in altered form. It is also worth noticing in this connection the evidence provided by the Cartulary that St. Mark's still enjoyed a good reputation in Bristol in the late middle ages. In the thirteen-forties it enjoyed the patronage of three prominent merchants, Robert Gyene, Vincent de Barstaple, and John de Strete, all of whom founded chantries there, and in the next century the Dean and Chapter of Westbury College, as well as John Easterfield, called on the master of St. Mark's to perform duties of religious trusteeship. These facts may serve to warn us against the assumption that because St. Mark's had apparently ceased to perform its ancient charity, it had therefore degenerated into a negligent and selfish corporation.

Such good reputation as St. Mark's enjoyed among contemporaries, it probably owed largely to the quality of its masters. The character of these men who so closely affected the fortunes of the house, and the system of election which produced them, deserve some comment here, especially since this aspect of the history of the house has not been discussed by Dr. Graham or other writers.

The most valued constitutional privilege of the brethren was the right of free election of their master. Robert de Gournay empowered them to choose a fit master from among themselves or from others and guaranteed that their choice should prevail if he or his heirs opposed it without good reason, these provisions being later confirmed by Bishop Cantilupe. The account given below of the series of disputes between the house and its patrons emphasize the difficulties faced by the brethren in defence of their freedom. But the privilege of free election was worth the struggle, for St. Mark's was fortunate in its masters. Except for Henry de Gaunt, who stands

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1 Cal. Close Rolls, 1405–9, p. 45; no. 23.
2 Nos. 29, note, 75–6, 124, note, 176.
3 No. 177.
4 Nos. 2, 9.
5 Below, pp. xx–xxiv.
apart by reason of his connection with the founder, none had any wide reputation or influence or achieved high position in church or state. Henry de Gaunt alone had the noble birth and high connections which enabled him to deal on equal terms with neighbouring landowners and to attract marks of favour from the king. These advantages, and the secular energy and aristocratic confidence which he brought to his office, made him the most distinguished of the masters.

Yet his humbler successors had much to recommend them. The brethren naturally tended to use their right to choose from their own number, and a high proportion of the masters were brethren of the house at the time of their election. The exceptions were men not chosen by the brethren. In 1391, for example, the four brethren empowered to elect, who included two former masters and a brother who tried to secure the mastership by papal provision, stated that they could not agree, and delegated their right to Bishop Wakefield, who appointed William Lane, canon of St. Augustine's. Since few masters were outsiders forced upon the house, their rule does not seem to have been resented by the brethren, and only once (according to the bishops' registers) was the ordinary required to reprimand a master for his oppression of certain brethren. It is a sign of their generally good relations with the community that several masters continued to live in the house after their retirement from office, and in 1391 the aged Walter Browning was given two rooms and a daily maintenance for himself and his servant in reward for his long service. Some masters held office for notably long periods—one, William Wynde, for 44 years, and two for more than 30 years—and thus provided a continuity of policy. All except Ralph of Tetbury,

1 E.g., Close Rolls, 1247–51, p. 467; 3 July, 1251, Henry III's gift to him of a chasuble, with alb and amice 'not too valuable but suitable for a hospital'. For the suggestion that his successor, Gilbert de Waltham, was the 'beloved chaplain' of the Lord Edward, and thus was responsible for the latter's gift of Winterbourne Gunner, see below, p. xxxii.
2 E.g., Robert Reading (Reg. Giffard (W.H.S.), p. 153); William Bealver (Cal. Patent Rolls, 1292–1301, p. 469; no. 15); John of Stockland and Richard of Yate (Reg. Bransford, f. 97d); and thereafter all the masters except William Lane.
3 The masters were Browning and Over (Reg. Wakefield, f. 90d) and the brother Philip Russell (Cal. Patent Rolls, 1391–6, p. 323).
4 Reg. Wakefield, ff. 90d–92r.
5 Bishop Reynolds in 1312–3 against William Bealver (Reg. Reynolds (W.H.S.), pp. 56, 59, 75.
6 Robert Reading (Reg. Reynolds, ut supra), Over (above, note 2), John Molton (Reg. Bourchier, f. 82r).
7 Graham, loc. cit., p. 116.
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who was deprived in 1346 for his protracted absence, seem to have been regularly resident, and since they held no other offices, were not distracted from their duties.

How important were these advantages for the religious life and good government of the house has been emphasized by the most recent study of medieval hospitals.¹ Many houses suffered severely from the intrusion by patrons or bishops of absentee and pluralist masters, often, even in Augustinian houses, grasping secular clerks, who neglected their duties and absorbed the revenues for their own use with unhappy results for the discipline and charitable work of their houses. Whatever its other difficulties, St. Mark's seems to have been spared at least these particular evils.

3. *The Hospital's Lawsuits with its Patrons and with St. Augustine's Abbey*

Medieval religious houses have often been accused by their critics of an excessive taste for litigation. If we were to judge St. Mark's from the large number of lawsuits recorded in its Cartulary, which together account for about one-fifth of the volume, it might seem that the house was fully guilty of this charge. Certainly, the hospital was constantly at law, in both civil and ecclesiastical courts, and the care with which the records of these cases are entered in the Cartulary, reflects their importance to the house. But in fact the master and brethren were generally on the defensive. Legal action was not so much sought by them, as thrust upon them, and often involved them in considerable expense and hardship. Three recurrent themes stand out among this welter of litigation: the series of disputes over the patronage of the house, the quarrels with its great neighbour, St. Augustine's Abbey, and the actions arising from conflicting claims to the inheritances of Maurice de Gaunt and Robert de Gourmay. These last are discussed below in connection with the estates concerned.²

Patronage of a religious house in the middle ages commonly involved a complex of rights and privileges, varying from house to house, but the bond between patron and religious was often closest with Benedictine and Augustinian houses.³ The criteria of patronage

² Below, pp. xxviii-ix.
in canon law were custody of the property during vacancies in the headship of the house, and rights of licence and assent in elections. It was a mark of special privilege if the house controlled its own property during vacancies. St. Mark's was fortunate in that Robert de Gournay specifically renounced all claims to custody during vacancy, and limited his rights as patron to the power of giving licence for the election of a master, followed by assent to the election, together with a measure of hospitality for himself and his household on visits to the hospital.¹ Much wider claims of patronage were to be made, however, by his successors, and by other would-be patrons, notably the king himself.

Trouble began in or soon after 1291, when the patronage of St. Mark's came to the hands of Sir John ap Adam by his marriage to the Gournay heiress, Elizabeth, great-granddaughter of the founder.² Sir John and his wife laid claim to the hospital's manor of Pawlett and its property in Weare on the grounds that the charitable services by which they were held had not been performed.³ Defeated in this, he renewed his effort when Robert of Reading resigned from the mastership in 1299, and claimed custody of the lands of St. Mark's during the vacancy. Meanwhile, the dispute was complicated by the action of the local agents of the Crown.

Assuming that the patronage belonged to Edward I, because he had given the manor of Winterbourne Gunner to St. Mark's, the escheator, Walter of Gloucester, had ordered his deputies to take the lands of the house into the king's hand. On petition from John and Elizabeth ap Adam, the king commanded the order to be revoked and all issues taken to be restored, by writs issued in March and April, 1299.⁴ No sooner had the royal officers released their hold than John ap Adam took possession of the estates, on the grounds that the brethren were not entitled to elect a master of their own choice against his wishes. The brethren were compelled to bring an action at Gloucester assizes to prove their right to elect,⁵ and in May, 1299, they succeeded in getting an order sent to the Constable of Bristol Castle to investigate their complaint against Ap Adam's invasion of their property.⁶ On 16 May, Archbishop

¹ No. 2.
² No. 14, note.
³ No. 14.
⁴ Nos. 18–20; Cal. Close Rolls, 1296–1302, p. 243; Cal. Inquisitions Miscellaneous, i, 497–8 (inquisitions Gloce., 4 April, and Somerset, 6 April, showing that patronage of the house belonged to Ap Adam and Elizabeth, his wife.)
⁵ No. 15.
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Winchelsey came to their aid with a mandate to the Bishop of Worcester to admonish Ap Adam for his misuse of his rights as patron. Ap Adam seems to have gone so far as to expel the brethren from their house, causing them to disperse and to beg their living for want of other resources, as well as entering on their manors and carrying off cattle and corn, and forcing them into the courts to defend themselves. Sir John, however, countercharged the brethren with failure to perform their charity and with unlawfully changing their habit and other prescribed observances of their rule, and he sought the assistance of Bishop Giffard to remedy the abuses. The new master, William de Bealver, petitioned the king to investigate the damage done to the house by Ap Adam during the vacancy and since his election, and on 27 November, 1300, a commission of oyer and terminer was issued for this purpose.

Legally, victory went to the brethren. Their right of election and custody of their lands during vacancy was recognized both by the king and by their ecclesiastical superiors, and Ap Adam was unable to displace their elected master. But the cost was high. Apart from the expense of litigation and the loss of revenue caused by Ap Adam’s seizure of their property, they had difficulty in recovering the issues taken from their lands by the royal officials. As late as November, 1300, orders were issued to the escheator to desist from pressing his claims against them, and by August, 1302, the sub-escheator in Somerset and Dorset was still in possession of ‘a large sum of money’ taken from their lands during the vacancy. That the charity of the house and its religious life also suffered is evident from the final settlement of the dispute arranged by Winchelsey in July, 1301, during his metropolitical visitation of Worcester diocese.

Considering its financial difficulties, the archbishop permitted some temporary relaxation of its almsgiving, and he also provided injunctions to reform the laxities which had crept into the discipline and daily life of the brethren.

The next generation saw a revival of disputes concerning the
patronage of the hospital. Sir Thomas ap Adam, son and heir of John, dissipated his inheritance in a series of sales in 1329–30, and as part of these transactions conveyed his rights as patron to Sir Thomas de Gournay, who had bought from him East Harptree and other Gournay manors in Somerset. Yet when William Bealver resigned the office of master shortly before May, 1335, a royal inquisition taken in Bristol showed that the brethren still regarded Sir Thomas ap Adam as their advocatus et patronus, and would not accept Thomas de Gournay. Meanwhile, the escheators in Somerset, Gloucestershire, and Wiltshire had seized the lands of the house into the king’s hands, in the belief that the patronage of the house, and the custody of the lands during vacancy, belonged to the king by reason of Edward I’s gift of Winterbourne Gunner. Further inquisitions were necessary before the escheators were ordered to restore the properties to the master and brethren on 4 June, 1335.

The ignorance of local juries, and their readiness to assume that St. Mark’s was of the patronage of the king, twice again involved the house in royal seizures of their land. In 1406, the manor of Pawlett was taken into the king’s hand, because, it was alleged, the feeding of the poor, for which charity it had been given to St. Mark’s by a forefather of the king, jointly with Maurice de Gaunt, had been discontinued by the master, William Lane, and explanations had to be given in Chancery before the justices, serjeants and ‘others of the council learned in the law’ before the manor was restored. In 1435, another local jury restated the same accusations, except that Edward I was now supposed to have given Pawlett to ‘Almaric Frenshe, then master of the house’, and the master, John Molton, was summoned to show why it should not be seised into the king’s hand. Lengthy proceedings in the court of the exchequer followed before John Molton’s denials were accepted.

The final episode in this recurrent problem of patronage involved further litigation in the royal courts. In 1445, Sir Maurice Berkeley of Stoke Gifford brought an action in the court of common pleas against the master of St. Mark’s, William Wynde, and Thomas Bourchier, then Bishop of Ely and formerly of Worcester. He

1 No. 12 and note.
2 No. 13.
3 No. 22.
5 No. 23. John Molton said in evidence that Robert de Gournay gave Pawlett to ‘Almaric Frenshe’, but there is no other evidence that there was ever a master of this name.
6 No. 24, and note.
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claimed to be allowed to present a suitable person to the office of master, which he alleged to be vacant, in virtue of the fact that his father had exercised the power of giving licence and assent to the election of a former master, William Lane. It is significant that he did not claim to have inherited the patronage from the Ap Adams and the Gourmays, although Thomas ap Adam had, in fact, sold some Gourmay manors to his branch of the Berkeley family. The reply given by the master and the bishop is equally interesting. No less than four masters, they said, had been elected by the brethren, and then presented by them to the bishops of Worcester, who had confirmed and installed the new masters. Licence to elect had similarly been sought from the bishops, and no patron had taken any part in the proceedings. This evidence was corroborated by Bouchier’s successor, Bishop Carpenter, after scrutiny of the episcopal registers. Further research there would have shown that Sir Maurice Berkeley the elder had acted as patron, not, as his son claimed, at the election of William Lane in 1391, but in 1346, when John of Stockland became master. But it is clear, as the registers show, that for more than three generations thereafter, the rights of patronage formerly held by the Ap Adams had not descended to any recognised lay patron, and were exercised, if at all, by the Bishops of Worcester: nor were they ever revived after 1445.

The hostile relations between the hospital and its powerful neighbour, the abbey of St. Augustine, sprang at first from the circumstances in which St. Mark’s was founded. Faced with considerable claims on their charity and hospitality, the abbot and canons can scarcely have welcomed the diversion of Maurice de Gaunt’s endowment to another and independent foundation, and probably relinquished their control with reluctance. It was not until 1251 that

1 The Ap Adams themselves survived in the direct male line until Nov., 1424, when Sir Thomas ap Adam’s grandson, John, died and the remaining estates passed to his nephew, John Huntley, son of his sister, Elizabeth (Comp. Peerage, i, 181). If Sir Thomas alienated the patronage of the house in his later years (1336–43), it seems more likely to have passed to the Lords Berkeley, who bought most of his estates, than to the cadet branch of Berkeley of Stoke Gifford.

2 Carpenter’s certificate, dated 29 Sept., 1445, is in his register, f. 25d.

3 Reg. Bransford, f. 98d.

4 No. 36, note.

5 It is possible that William of Lanthony (or de Lentenhay), who contested Henry de Gaunt’s claim to be master of St. Mark’s in 1233–4, was supported by the abbey, and had perhaps been appointed by them to administer the almonry of Maurice de Gaunt. His name suggests a connection with the Augustinian priory of Lanthony by Gloucester, which had close ties with the Bristol house.
they found it prudent to come to terms. The essential features of
the agreement then made with the master and brethren were the
abbey's recognition of the hospital's independence as a religious
community, and its release of all substantial claims on the manors of
Pawlett and Earthcott and the properties in Weare.¹ There was
later to be a dispute between the communities over tithes from Paw­
lett, where the abbey had appropriated the parish church,² but the
most vexatious problem arose from their differences over the use of
the open space (now College Green) which separated the two houses.
This green, some 120 yards across, was admitted by both parties to
be properly the burial ground of St. Augustine's, but the master and
brethren also encroached on it to dig graves. It was used, too, as a
means of access to both abbey and hospital for men and horses and
carts bringing supplies, and both houses grazed animals there.

Bishops and private arbitrators alike failed to arrange a lasting
settlement of the irritations caused by the proximity of two jealous
corporations. The arrangements made in 1251 did not keep the peace
for long, and in June, 1259, during his visit to Bristol, Bishop
Cantilupe negotiated an agreement between the rivals as well as
issuing his ordinances for the constitution of St. Mark's. He forbade
the grazing of animals as improper in a cemetery and ordered the
levelling-off of the graves which the master and brethren had dug
before their gates, in order that the amenities of the place should be
preserved.³ Yet the quarrels continued: in 1321 Bishop Cobham
had to intervene, although the terms of his settlement are unknown.⁴ A further arbitration was necessary in 1475 to settle
differences apparently caused by the canons' objection to new hos­
pital buildings on the green and their obstruction of carts bringing
timber and materials there. The abbey was pacified by the gift of a
close belonging to St. Mark's on Brandon Hill and by the recognition
of the jurisdiction of the abbot, as lord of the manor of Billeswick,
over the hospital's tenants therein: the hospital admitted that they
were now to go to the abbey's frankpledges and courts within the
sanctuary.⁵

Relations between the communities were complicated by the
claims of the parish priest, the vicar of St. Augustine the Less, whose
living was in the gift of the abbot and convent. In 1251 the canons

¹ No. 34.
² No. 36.
³ No. 35.
⁵ No. 37.
admitted the right of the hospital to have a free cemetery on the green for the burial of its inmates and any who wished to be interred there, and thus the vicar found himself deprived of burial fees and other offerings. Probably under pressure from the abbey and the hospital, and in order to maintain the agreements made between them in 1251 and 1259, he was persuaded in 1275 to renounce his claims to these revenues in return for a yearly composition. His successors seem to have accepted this arrangement until 1421, when the vicar, William Chew, openly defied the hospital, and did not shrink from body-snatching in the effort to assert the claims of his church over burials and funerals within the parish. His offences earned him a sentence of excommunication, but proceedings in the consistory court of Worcester dragged on for five years before he made his submission in August, 1426.

The difficulty of bringing such actions to a conclusion, and the expense they involved, explain why the abbey and hospital preferred when possible, as in 1475, to bring their case before arbitrators of their own choice, usually trained canon lawyers, whose judgement was then promulgated in the form of a public instrument drawn and witnessed by a notary. It is worth noting further, as a commentary on the workings of the church courts in the later middle ages, that despair of a final settlement sometimes drove litigants to have recourse to private arbitration after years of litigation in the official courts: thus St. Augustine's and St. Mark's were forced to settle out of court their dispute over tithes from Pawlett in 1391.

It is disappointing that we have no means of estimating how far these incessant lawsuits contributed to the financial difficulties of the hospital. The Cartulary supplies one isolated piece of evidence which suggests a correlation of litigation and debts. In 1447, the master and brethren, oppressed (as they said) by heavy debts and dwindling rents, were so short of ready money that they were driven to alienate a rent of £8 to John Chew, chaplain, in return for 460 marks in cash paid them by Chew's patron, the Bristol brewer, Thomas Balle. It can scarcely be a coincidence that this extreme measure was forced upon them a year after the legal struggle with Sir Maurice Berkeley. Unfortunately, since no hospital account-rolls seem to have survived, we possess very little reliable information about the revenues and expenditure of the hospital at any period of its history. No valuation of the estates is available until after

1 No. 34.  2 No. 43.  3 No. 44.  4 No. 37.  5 No. 36.  6 Nos. 171-5.  7 No. 24.
the Dissolution, when the net yearly income amounted to £195.1 How far this slender revenue was sufficient in the hospital's last years, and how far it had declined during the later middle ages, is, of course, impossible to estimate, but several references in the Cartulary suggest that the house always had some difficulty in meeting the demands on its income. As early as 1259 Bishop Cantilupe provided for a reduction in the almsgiving if the manor of Pawlett should suffer from flooding by the sea (and the same danger of periodic submersion threatened Stockland nearby).2 Out of consideration for the poverty of the master and brethren, he exempted them from procurations and archidiaconal visitations. The bishop's evident concern is some reason for accepting as genuine the hospital's complaints of poverty, due to the burdens of charity and hospitality and the incursions of its lands by the sea, when it procured the appropriation of the churches of Stockland in 1316 and Over Stowey in 1326, despite the rather suspicious circumstance that the preambles of the two licences, setting forth the reasons for the appropriation, are virtually identical.3 If, as seems probable, the house was often in financial difficulties, the cost of litigation must have been a serious additional strain on over-burdened resources, and here, perhaps, we have a partial explanation both for the decline in the charitable work of the house and for the reduction in the number of brethren after 1350.

4. The Estates of the Hospital

(a) The Country Properties

To an unusual degree, St. Mark's owed its landed property to its founders. Almost all its estates were given to or purchased for it before 1269 by the three men intimately concerned in its foundation, Maurice and Henry de Gaunt, and their nephew, Robert de Gournay, and the Wiltshire manor of Winterbourne Gunner was the only substantial donation it received from other benefactors. We have seen that the manor of Pawlett and the mills of Weare and Redwick with which Maurice de Gaunt endowed his almonry were confirmed by Robert de Gournay to the newly-independent hospital soon after

1 Barker, pp. 52–4. Miss Graham, loc. cit., p. 116, states that in 1282 the income of the house was only £20 4s. 8d. Reference to Giffard's Register (p. 143) shows, however, that this figure was the master's estimate of the yearly value of his goods liable to tithe for the Holy Land.
2 No. 9.
3 Nos. 199, 244.
Maurice's death. It is almost certain that St. Mark's never got possession of its estate in Redwick (in Henbury), Gloucestershire, which was recovered against Robert de Gournay by Bishop Cantilupe of Worcester between 1238 and 1241. St. Mark's also had to face the claims to dower of Margaret de Sumery, widow of Maurice de Gaunt, and after some dispute, she was given a share in the mills and fisheries of Weare, but her demand of one-third of Pawlett against Henry de Gaunt was defeated.

Probably Maurice de Gaunt, intending to increase the endowment of his almonry, provided in his will that it should have his manor of Stockland, which faced Pawlett across the Parrett estuary in the marshy plain of North Somerset, and it was through the action of his executors that the manor was acquired by St. Mark's within two years of his death. Unlike Pawlett and Weare, which Maurice had from his father, Robert de Were, Stockland formed part of the Paynel inheritance of his mother, Avice de Gaunt, and became the subject of dispute when Maurice died on the expedition to Poitou in the summer of 1230. The heir to the Paynel estates, Sir Andrew Luttrell, laid claim to Pawlett, Stockland and Weare (among other manors) but successfully proved his title only to Stockland. Before he got seisin of the manor in May, 1232, Sir Andrew was persuaded, in consideration of 40 marks, to grant the manor to St. Mark's, the agreement being made in the presence of the chancellor, Bishop Nevill, and the Bishops of Bath and Worcester, who seem to have acted as trustees or supervisors of Maurice's will.

Luttrell's heirs, however, more than once challenged the hospital's right to the manor. In 1271, the brethren were thrust out by Sir Alexander Luttrell, and an assize of novel disseisin was necessary to recover possession. Between 1337 and 1340 his grandson, another Sir Alexander, sought to prove his title to Stockland. Lengthy proceedings in the court of common pleas (which raised questions of considerable legal interest reported at length in the Year Books) were brought to an end only after Luttrell had been

1 Above, p. xiii.
2 Annales Monastici (Rolls Series, 1889), iv, 429, 432.
3 Nos. 6, 207.
4 Some scheme seems implied in the agreement cited below and by the presence of Maurice's executors and supervisors. The 40 marks paid by them seems too small to be a purchase price.
5 Smyth, pp. 50–1; Comp. Peerage, x, 320.
6 Nos. 185, 222, notes.
7 Nos. 185–6. For the bishops, see also Nos. 2, 45.
8 No. 187.
bought off by a grant from the brethren of a yearly pension of £10, charged on the manor of Pawlett. As we have noticed, both Paw­lett and Stockland were liable to flooding by the sea, and a royal inquiry of 1404–5 illustrates the burdens of ditching, drainage and sea-defence which might fall on the lords of these low-lying coastal estates.

The small group of documents relating to the hospital’s estate in Weare do not, unfortunately, add greatly to our knowledge of this obscure borough. Now no more than a hamlet on the western Mendip spur, Weare was a place of some importance in the thirteenth century, and returned burgesses (who appear in these deeds) to the last three parliaments of Edward I’s reign. The royal charter forming Weare into a borough now survives only in a confirmation by Henry V, and cannot be accepted as it stands. The date of 1278–9 for the original charter, although accepted by Ballard and Tait, does not fit with the evidence, and Miss Bateson’s alternative suggestion of 1301–2 has little to recommend it. Weare was certainly regarded as a borough much earlier: the royal charter mentions that free customs were granted to Maurice de Gaunt for Weare (although the grant is attributed to the reign of Henry I) and it is described as a borough in an inquisition of 1264. We may notice in this connection the use of the phrase ‘novus burgus de Were’ in a quitclaim of 1267.

The remaining properties of St. Mark’s in Somerset, and all its lands in Gloucestershire, were acquired for it by Henry de Gaunt, mainly during his 35 years as master. The estate in Brewham, in

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1 Nos. 192–4. The editor of the Year Books, 14 Edward III (Rolls Series, 1885), in which the case is reported, suggested (pp. lii–liii) that the action was collusive after issue was joined, on the grounds that Luttrell executed a quitclaim of the manor which was entered on the roll, and hence judgement was given for the master: the purpose of the action was to provide the hospital with an indefeasible title to the estate. But it is unlikely that the hospital would have risked the expense of legal proceedings for this purpose (if indeed it was necessary), and the action was genuine enough until Luttrell was bought off.

2 No. 195.

3 Nos. 208–21.


5 Ballard and Tait, British Borough Charters, 1206–1307, p. 24; M. Bateson, ‘The Laws of Breteuil’, E.H.R. xv (1900), pp. 308–9. Edward I, according to the charter, was in Scotland when he granted it to Anselm de Gournay: this would fit 1301–2 and not 1278–9, but Anselm de Gournay, son of Robert, was dead by 1286, and his grandson, Anselm, was not of age in 1301–2.

6 Cal. Inquisitions Miscellaneous, i, 266.

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South Somerset, was bought from William Cauvel, who married the daughter of the Bristol merchant, Henry Aillard: they were at first intended to be held only as an exchange until William could give St. Mark's seisin of land in North Cornwall, but this arrangement was never put into effect.¹ In Gloucestershire, Henry de Gaunt bought small properties in Iron Acton and further north in the Vale of Berkeley,² but his main acquisitions were the manor of Earthcott near Almondsbury ('Gaunts Earthcott' still survives as a place-name there) and its subsidiary manor of Lea. Part of these he bought from his kinswoman, Idonia Gansel, apparently before he became master.³ The remainder he bought piece by piece, systematically and carefully, over a period of years, from the daughters and heirs of Alice, widow of Simon Bochan (or Bowan), sister of Idonia.⁴

The long series of charters attesting these transactions contains less of general note than other sections of the Cartulary, but is not without its points of interest. The vendors belonged to the class of free peasant proprietors and craftsmen, and their holdings rarely exceed more than a few acres each. The fact that each purchase nevertheless produced seven, eight or nine conveyances may be explained in part by Henry de Gaunt's concern to secure an indefeasible title, which caused him to seek additional charters of confirmation from the chief lords of the fee, or quitclaims from heirs whose right might already seem to have been effectively annulled.⁶ But it is also the result of the special circumstance that the properties were the inheritance of married women, and special precautions were necessary for a valid title. Thus Alditha Bochan and her husband, Robert de Malefield, agreed to sell a virgate of land in Earthcott for a rent of one mark yearly and provision for the maintenance of their son. The agreement was executed by a formal charter of grant, and this was followed by a fine levied in the county court of Gloucester in 1248.⁶ When in 1251 Henry de Gaunt bought the release of the rent, this in turn required an agreement, a quitclaim from Robert and Alditha, another fine, and a separate quitclaim from Alditha.⁷ Under common law rules, a fine was necessary as the only effective means to secure the assent of the married woman to the alienation of her land, and to bar her claims as widow;⁸ her separate charter in addition provided a further assurance. It is worth noticing that

¹ Nos. 222–34. ² Nos. 406–12, 435–6. ³ No. 278.
⁴ For a pedigree of the family, see no. 300, note.
⁸ Pollock and Maitland, History of English Law, ii, 409 ff.
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Henry de Gaunt's acquisitions in Bristol involving husband and wife are similarly elaborately attested, although, as Dr. Veale has shown, the fine was not always a necessary stage in the transaction within the borough. Thus a gift of land in the market of Bristol about 1248 was authenticated by a joint charter of husband and wife, a charter from each separately, and a quitclaim from the wife after her husband's death. An interesting example of a method of securing the assent of a wife and her daughters to the alienation of land, probably the husband's, by paying each of them a part of the purchase price, will be found among the Bristol deeds below, and no. 386 shows an alternative method: here the property was probably held jointly by husband and wife, and the wife's seal was attached along with her husband's. The Earthcott deeds contain several examples of the continued use by the married woman of her maiden name, perhaps for purposes of clarity, since the conveyance concerned her own inheritance. In one case the mother's name is passed through three generations: a grant was made by 'Walter le Leche and Matilda Boghan, his wife, who is heir to Adam de la Wode and Cecilia Boghan, his wife' and was afterwards confirmed by 'William Bowhan, son and heir of Matilda Bowan'.

Most of the properties acquired by Henry de Gaunt were bought for cash. In some deeds the consideration ('gersuma') appears to be a genuine purchase price. But Henry also made use of the grant of maintenance or specified liveries in place of, or in addition to, a cash payment. Thus in 1248 Simon de Dene, carpenter, husband of Isabella Bochan, sold his tenement in Earthcott to St. Mark's for a rent of one mark and the promise to maintain him in the hospital 'after he had been freed from matrimony by the death of his wife'. A virgate of land in Iron Acton was bought in 1255 from Robert Bilebost for a maintenance in St. Mark's 'on the same terms as the upper servants, excepting the chief clerk and the steward of the house', together with 10s. p.a. for all other necessaries. Robert was evidently an old man at the time, for the brethren offered a lump sum of only 6 marks as an alternative to the maintenance.

Some individual documents may be noticed briefly. The agricultural expansion of the thirteenth century is reflected in the agreements

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1 G.R.B., i, 113–5.  
2 Nos. 155–8.  
3 No. 151.  
4 The grant refers to the land as the husband's: but it had been given to husband and wife jointly (no. 385).  
5 Nos. 316, 320.  
6 No. 302.  
7 No. 407. For other examples, see nos. 230–1, 307, 435.
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of 1248 between the hospital as lord of Earthcott and the lords of neighbouring manors not to interfere with each others' assarting and land-improvement.1 It re-appears in Sir Nicholas FitzRoger's grant to St. Mark's of the right to dig peat and collect rushes on his moor of Tickenham, provided it did not damage his or his heirs' interests if the land were converted to arable or meadow.2 The use of marl as a fertilizer is illustrated in a grant of 1316 allowing the brethren to dig marl in Earthcott.3 Finally, a rather unusual type of agreement (at least for the thirteenth century) is the undertaking by Henry de Gaunt to provide legal aid at his own expense to Richard le Waleys in order to help him prove title to the lands he claimed, in return for a share of whatever properties might be recovered thereby.4

The manor of Winterbourne Gunner near Salisbury, granted to the hospital by the Lord Edward in 1268, proved to be its last notable acquisition of land. The Cartulary documents concerning the grant have several points of interest. The apprehension and uncertainty felt about the future in the months following the Battle of Evesham is reflected in the Lord Edward's lease of the manor from Henry de la Mare, drawn up in October, 1265: it was practical and prudent to provide for a reduction of rent if the manor should be 'diminished ... by the misfortunes of war caused by the oppressions of the kings or magnates of the land in future times'.5 Henry de la Mare himself took advantage of the disturbed conditions of the time to pillage abbeys and churches from Thame in Oxfordshire to Ogbourne in Wiltshire and Selborne in Hampshire. Arrested and imprisoned, he escaped only to meet a violent death at the hands of a posse, one of whom struck off his head with an axe as he fled.6

The Winterbourne deeds also show how the Lord Edward came to grant the manor to St. Mark's, a house with which he had no previous connection. It seems almost certain that Edward's 'beloved chaplain', Gilbert de Wautham, rector of Winterbourne Earls,7 can be identified with Gilbert de Waltham, who succeeded Henry de Gaunt as master of the hospital. In November, 1265, Edward placed the lands he had leased from De la Mare in Gilbert's charge, to dispose of them as he thought fit.8 In September, 1268, Gilbert seems to have been accepted as a brother of St. Mark's, for he then assigned to the hospital all his share in a lease of the manor of

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1 Nos. 323, 332.  2 No. 440.  3 No. 366.
4 No. 333.  5 No. 257, Appendix I.  6 No. 266.  7 Nos. 259–62, 273.  8 No. 260.
Winterbourne Charborough, and gave it all his movable property and money owed to him by his creditors. On 25 October, the Lord Edward, to whom Winterbourne had been granted by his father on the death of Henry de la Mare, gave it to the hospital for the sustenance of the poor. It seems likely that the persuasion of his 'beloved chaplain' had much to do with Edward's donation, and perhaps the brethren's awareness of Gilbert's influence inspired their election of him as master in February, 1269.

After 1269, the hospital attracted no further benefactions of this kind. Instead, the brethren turned to that favourite remedy of religious houses in financial distress—the appropriation of parish churches. In 1316, they prevailed upon John of Droxford, bishop of Bath and Wells, to license their appropriation of the church of Stockland, which was already in their patronage. In 1326, they were again successful: in return for some of the hospital's properties in Weare, Bishop John was persuaded to appropriate to them the church of Over Stowey, the advowson of which his predecessor, Bishop Jocelin, had acquired in 1239, after a somewhat high-handed arbitration, from its former owners, the monks of the alien priory of Stogursey, a cell of Lonlay in Normandy. The title-deeds acquired by St. Mark's in 1326 carry the history of Over Stowey church back to the mid-twelfth century, and form a useful supplement to the published collection of Stogursey charters.

(b) Bristol and its suburbs

The original endowment of St. Mark's Hospital in Bristol lay mainly outside the city walls. Apart from rents from tenements in Broad Street and the mysterious 'Pisa', it consisted of a rent charged on Robert FitzHarding's former residence on the Frome and the founder's 'houses in Billeswick' in the northern suburb of the town. The later expansion of this estate was as suburban as its beginnings.

1 No. 274. 2 Nos. 263–4. 3 Cf. Willis Bund in his introduction to Reg. Giffard (W.H.S.), p. xxix: after stating that Henry de Gaunt resigned because of old age and weakness, he remarked 'As he made room for a new master, appointed by Giffard, this reason was as good as any other.' He also (p. cxcviii) misdates the election to Feb. 1268, and cites the Bishop as patron. Waitham, however, was elected by the precentor and brethren and presented by Robert de Gournay; the bishop declared the election invalid on technical grounds and then provided Waltham to the mastership. (Reg. Giffard, f. 17.) 4 Nos. 196–206. 5 Nos. 243–52. 6 No. 241. 7 Stogursey Charters, ed. T. D. Tremlett and N. Blakiston, S.R.S., lxi, 1940, and nos. 235–40 below.
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It was primarily the achievement of Henry de Gaunt, whose energy is reflected in the series of charters which record its acquisition. Of some 200 charters directly concerning Bristol properties, the majority are of thirteenth-century date, and almost all of these belong to Henry’s period as master. The process of acquisition continued for a time under his immediate successors, but by 1300, except for occasional bequests, it had entirely ceased.

Henry de Gaunt devoted himself in particular to obtaining a compact block of property in Billeswick, partly through gifts, but chiefly by purchase, exchange and grants of corrodies and pensions. The area bounded by St. Augustine’s Back, College Green, and Frogmore Street probably became exclusively St. Mark’s, and still appears on Millerd’s map of Bristol in 1673 as a detached ‘island’, undivided by cross-streets and with a fringe of houses surrounding the hospital gardens and orchard (commemorated in the modern Orchard Street).\(^1\) Within this ‘island’, the immediate precinct of the Hospital was separated from the secular buildings by a stone wall, mentioned in several thirteenth-century deeds. Henry de Gaunt lost no time in developing an efficient water-supply, piped from springs on Brandon Hill, for the interesting agreement permitting him to build a drain across the land of Richard the Palmer down to the tide-level in the River Frome belongs to the years immediately after 1240.\(^2\)

These northern suburbs were pleasant and spacious by contrast with the growing congestion within the walls. Gardens are often mentioned in the Billeswick charters, sometimes with their appurtenant hedges, ditches and stone walls,\(^3\) and the explicit prohibition in the agreement just mentioned of the planting of trees above the hospital drain suggests that they were otherwise common enough. At the edge of the suburb was the green between St. Augustine’s and St. Mark’s on which cattle were pastured in 1259.\(^4\) Tenements, too, were comparatively large. A thirteenth-century tenement in Frogmore Street measured 40 ft. square and another in St. Augustine Street was 66 ft. wide by 86 ft. long.\(^5\) There was no need here for the cramped buildings on excessively narrow frontages which were

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\(^1\) Until recently a winged lion carved on the corner-house of Frogmore Street and Pipe Lane could still be seen, and was said to mark the limits of the hospital precincts.

\(^2\) No. 98. The water was afterwards piped on from the Hospital cistern to the Carmelite friary, and thence (probably by way of Pipe Lane) to St. John’s Conduit on the old town wall.

\(^3\) Nos. 42, 66–72, 81–4, 86, 92–3.

\(^4\) No. 35.

\(^5\) Nos. 40, 104.
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to be found later within the walls and were common enough in many medieval English towns.¹

Elsewhere in the area north of the old town, St. Mark’s acquired land eastwards along Frog Lane, on the lower slopes of Brandon Hill, and to the north on the slopes which fall from St. Michael’s Church to Lewins Mead beside the Frome.² Immediately across that river the brethren had property in the strip of land between the old wall of the town and the bank of the Frome: here also there was still room for a riverside garden when the hospital leased its tenement there to Sir John Newton and his wife for the building of their townhouse in 1483–4.³ The rest of the hospital estate lay in scattered tenements in Redcliffe, in the Old Market near St. Philip’s Church and in the meadows of the Barton to the east.⁴ Within the walls the brethren had no important holdings.

5. Some Aspects of the History of Medieval Bristol

The topographical history of Bristol under the Plantagenet kings deserves fuller investigation than it has yet received.⁵ At present the continued inaccessibility of the series of early deeds in the Red Book (or cartulary) of St. Augustine’s Abbey, long immured in Berkeley Castle, forms a serious obstacle to further inquiry. It is clear, however, that the suburban expansion of Bristol was both early and unusually rapid. Something is already known of the growth of Redcliffe and the Temple, the Old Market and the area around St. James’ Priory, but a study of the Bristol charters of St. Mark’s serves to emphasize also the vigorous development of the Billeswick suburb.⁶ Extensive building of houses and shops had already taken place there by the beginning of Henry III’s reign, and the building of the new harbour along the diverted Frome after 1240 encouraged

¹ A tenement in the eastern suburb in 1315 was 17 ft. broad and 91 ft. long (no. 180). Cf. E. M. Carus-Wilson, ‘The Overseas Trade of Bristol’ in Medieval Merchant Venturers (1954), p. 76, for Alice Chester’s house of four floors on a frontage of 10 ft. 5 inches; and for other towns, see H. M. Colvin, ‘Domestic Architecture and Town-Planning’ in Medieval England, ed. A. L. Poole (Oxford, 1958), p. 72.
³ Nos. 129–30.
⁴ Nos. 116–9, 153–70, 180, 413–30.
⁶ See also above, p. xxxiv.
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its further growth. It is remarkable that almost all the streets and lanes in this northern suburb described by William Worcester about 1480 can be identified as already laid out before 1300. Further research may well confirm that the topographical expansion of Bristol's medieval suburbs was virtually complete by the end of the thirteenth century.

The little we know of the borough's medieval population supports this view. According to recent estimates, there was at least no great increase, and probably some decline, between 1295 and the beginning of the sixteenth century. References to vacant plots and ruinous tenements also suggest that the thirteenth-century suburbs were still large enough to accommodate the people of Bristol by 1500. It is at least permissible to doubt Mr. Colvin's recent claim that, in respect of its suburban growth, Bristol alone among English cities sufficiently escaped the effects of plague and economic decline to show 'a history of continuous expansion comparable to that of Amsterdam and Cologne'.

The growth of the merchant class of Bristol before 1400 is another aspect of its history which has hitherto been little studied, although the materials are tolerably plentiful. Here also the Cartulary provides a useful supplement to our knowledge. There are strong indications that at least one family very prominent in thirteenth-century Bristol, the La Warres, had feudal connections, and were related to the knightly family of that name who held Brislington and Knowle and were summoned to parliament as barons in Edward I's reign: probably both branches of the family were descended from the FitzHardings. Other merchant families, such as the

1 A similar conclusion can be reached for Redcliffe and the Temple from the thirteenth-century deeds in Cal. Bristol Deeds.
2 J. C. Russell, British Medieval Population (New Mexico, 1948), pp. 285, 295-6. The evidence is limited, and Prof. Russell's figures are open to criticism in several respects: in particular they appear to be overestimates. But there is no good reason to doubt the general trend they reflect—that from a peak about 1295 population fell in the 14th century, and the decline had not fully been made good by 1500. This is not incompatible with the expansion of Bristol trade in the later middle ages, for, even with immigration, it probably took a long time to redress the mortality caused by the Black Death and later visitations of the plague.
3 E.g., nos. 149–50; G.R.B., iii, 162; iv, 166; v, 21–8.
4 H. M. Colvin, loc. cit., p. 67.
5 For the 15th century, see Carus-Wilson, loc. cit. Some useful merchant biographies have been compiled by J. T. Driver, 'Parliamentary Burgesses for Bristol and Gloucester, 1422–37', Trans. B.G.A.S. lxxiv (1955), 60–127.
6 Nos. 88–94.
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Gyenes, seem to have been connected with minor landowners in nearby counties,\(^1\) although few seem to have bought land outside the suburbs. But a significant number of leading burgesses in thirteenth-century Bristol were evidently recent arrivals. The immigration which Prof. Carus-Wilson noticed in the late middle ages is no less conspicuous before 1350.\(^2\)

Most of the outsiders who settled in Bristol before 1300 were men from the western counties with names like Axbridge, Marlborough, Cheddar, Chippenham, Devenish ('Devoniensis') and Cornish ('Cornubiensis'). Welshmen seem less common in the thirteenth century than later, but at least one Irish family, the Kilmainhams, provided Bristol with mayors and bailiffs in Henry III's reign. Merchants whose names strongly suggest their foreign origin\(^3\) become common in the later thirteenth century and after, but several prominent burgesses in Henry III’s time were probably of French descent, such as Nicholas de Lyons.\(^4\) After 1272, the families of Fraunceys or le Frenshe are conspicuous in the lists of mayors and bailiffs.\(^5\) But the tracing of this foreign settlement is complicated by the frequency with which men changed their names, a fact which makes the construction of urban genealogies notoriously difficult before the fifteenth century. We should hardly suspect that the Turtle family, who are so active in Bristol in the reigns of the three Edwards, were probably of French origin, were it not for a chance reference in a parish deed of 1284, when one party to an agreement describes himself as 'Stephen of Paris known as Tourtle in Bristol'.\(^6\)

Hereditary surnames were slow to take hold among medieval burgesses, and even two generations of use might not prevent the abandonment of a name by the third generation. Thus Robert de Kilmainham was succeeded by his son of the same name, but his grandson, as an Assize Roll entry informs us, was known as Robert the Spicer (le Especer).\(^7\) The apparent disappearance of some leading merchant families may conceal no more than a change of name, even in the fourteenth century, and it would be unsafe to assume that they became extinct through want of heirs or dropped out of the ranks of the merchant class through declining fortunes.

\(^{1}\) No. 29, note.  \(^{2}\) Loc. cit., p. 80.  \(^{3}\) For the derivation of the foreign names given below, see P. H. Reaney, Dictionary of British Surnames (1958), s. nn.  \(^{4}\) Lyons (de Lymis, Lugdunensis) was bailiff of Bristol circa 1250.  \(^{5}\) App. II; Latimer, pp. 119–23.  \(^{6}\) St. John’s Parish Deed, no. 31 (now in Bristol Archives Dept.).  \(^{7}\) Assize Roll, 1294, cited by Dr. Veale in G.R.B., i, 134–5.
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As the author of its first city chronicle, the fifteenth-century town clerk, Robert Ricart, rightly holds an honoured place in Bristol historiography. But his reputation has won for his list of mayors and civic officials a respect it scarcely deserves. Although its authority has been questioned on particular points by most writers on Bristol history from Seyer onwards, only one systematic attempt has been made at a critical estimate of its value. In 1903 John Latimer devoted a lengthy paper to a collation of Ricart’s list with evidence drawn from large numbers of surviving local deeds and official records. Unfortunately, Latimer’s judgement did not match his industry. His main conclusion—that such collation demonstrates the accuracy of Ricart’s remarkable work as regards a vast majority of its entries—is scarcely borne out by the evidence he then produced. For example, Latimer himself showed that between 1317 and 1350 Ricart’s entries could be checked for 25 years, and in 15 of these Ricart was mistaken in the names of one or more officials or attributed them to the wrong year. Entries for one year are reduplicated for others in the most unlikely fashion. For 13 years after 1360, Ricart antedated each set of officers by one year.

For the thirteenth century in particular the ‘Mayor’s Kalendar’ is wholly misleading. Latimer was well aware of the difficulty of checking Ricart’s statements before 1300 because of the paucity of legal deeds, which in that age were generally undated. Yet even where his evidence clearly showed Ricart to be in error, Latimer rarely ventured explicitly to set aside his authority, and occasionally preferred it to that of a contemporary deed. This timidity is the more surprising because Latimer’s deeds showed, for instance, that even for the later thirteenth century Ricart’s entries were still less reliable than for the period 1317–50 already mentioned. Nor did Latimer appear to reckon with the problem of re-election. If a mayor is linked in a number of different documents with several different pairs of bailiffs, it seems reasonable to assume that he was

2 E.g., the entries for 1290–1 (Roger Turtle, mayor, John Fraunces and Hugh Langbridge, bailiffs) are repeated for 1290–1300 and again for 1316–7. Cf. his entries for 1293–4, 1294–5, and 1295–6.
3 E.g., for 1255–6, Latimer found five deeds showing William FitzNicholas as mayor. Confronted by Ricart’s statement that the mayor was Robert de Kilmainham, Latimer merely observed that ‘It seems probable that William FitzNicholas was the original mayor of this year, and that he died in office.’ An All Saints deed of June, 1298, was described as ‘probably misdated’ because the name of the mayor was that given by Ricart for the preceding year.
mayor in more than one year, since frequent re-election was common enough in Bristol in the fourteenth century and later, and is equally familiar in other medieval towns. Several dated deeds in the Cartulary confirm this assumption.

Ricart's list for the years from 1216–7 (his first entry) to about 1250 presents a special problem, for it is clear that the practice of authenticating private deeds by securing the presence of official witnesses did not become usual until the second half of the century. References to mayors and reeves are consequently less numerous, even in undated deeds. But some indication of the unreliability of the 'Kalendar' for this period was provided by an attempt to trace his mayors and bailiffs in surviving contemporary deeds and royal records: more than half of them cannot be found at all. It is hard to believe that a man important enough to be chosen for office should, in so many instances, leave no trace in any contemporary record, especially since those whom we know to have held office occur often enough in an unofficial capacity in private charters, royal mandates and assize rolls.\footnote{E.g., James la Warre, William the Clerk, Richard Aillard (v. Appendix II).} These considerations, together with the evidence cited in Appendix II, strongly suggest that up to about 1250 Ricart's entries are largely artificial, and that from 1250 to 1350 it is unsafe to rely on his statements without at least some indirect confirmation from elsewhere.\footnote{Generally Ricart is more likely to be correct about the mayor's name than those of the minor officials. Between 1350 and 1500, the 'Kalendar' becomes gradually more dependable, and its entries can almost always be checked against record evidence. The printed edition by Miss Toulmin Smith, however, as Latimer pointed out, contains a number of editorial errors and vagaries, and can be used safely only in combination with Latimer's article.}

The evolution of the Bristol borough courts has recently been the subject of a learned analysis by Dr. E. W. W. Veale.\footnote{G.R.B., iv, 1–55.} In discussing the origins of the early courts—a topic of unusual difficulty, Dr. Veale advanced three related propositions: (i) that the original borough court was the hundred court, sitting in the Guildhall; (ii) that by about 1250 a market court had emerged, to enforce ordinances for the market, and distinct from the hundred court,\footnote{Pp. 5–6. The evidence comes from a Bristol inquisition of 1285 in which suit is said to be owed for tenements in the market ad hundredum predictum et similiter ad Curiam de mercato. If the arguments set forth below are accepted, the market court may be regarded as a special function of the hundred court.} and (iii) that the tolzey court, later to be the chief law merchant court,
developed from the market court (and hence not from the hundred court) 'with the reservation that for special purposes the Tolzey Court could sit as a Court of Piepowder'. Dr. Veale was inclined to discount 'the only direct evidence' he found that the tolzey court developed from the hundred court: this is a reference in the Assize Roll of 1287 to suit owed by the Abbot of Kingswood ad hundredum domini Regis in mercato Bristollie. But his reasons for dismissing this are somewhat unconvincing.

A group of documents in the Cartulary are of interest in this connection, partly because of their early date. A series of 11 private deeds of circa 1248–60 record the acquisition by the hospital of properties in the Old Market. In each deed the property is said to lie in feria Bristoll. In one of them, Purnella, daughter of a former tenant, quitclaimed her right in the property coram hundredo de Feira. Finally, we have an official record, which can be dated circa 1327, of proceedings before the hundredum domini Regis de mercato, in which the master of St. Mark's was summoned to show why he had not done suit to the court, presumably for this same property in the market.

What, then, is this 'hundred court of the market' or 'of the fair'? It is possible, but unlikely, that we are here dealing with nothing more than the hundred court sitting in the market, that the hundredum de mercato of the court-record is the same as the hundredum in mercato of the Assize Roll quoted above. Now, the hundred was that of the Barton, to which Bristol belonged, and we have no direct evidence that in the thirteenth century this court always sat in the Guildhall, as Dr. Veale assumed. Even if we attach a different meaning to the phrase de mercato, we have here some definite evidence that the hundred court (whatever its function or capacity) sat in the market, on occasion at least.

More probably, we are here dealing with a hundred court sitting

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1 Pp. 6–10.
2 'This evidence' (Dr. Veale remarked) 'so far as it suggests that the hundred court on occasions sat in the market (as it does on the face of it) is heavily discounted by the Consuetudines Bristollie', in which it is stated that no burgess could be imploed by another in any plea except pleas of debt elsewhere than in the hundred court. This may mean that pleas of debt were heard in other courts as well as in the hundred court: it does not necessarily mean, as Dr. Veale assumed, that pleas of debt could not be heard in the hundred court. Probably, as he elsewhere remarked, the hundred court had already developed some machinery for commercial cases (p. 54).
3 Nos. 154–65.
4 No. 165.
5 No. 167.
as a market court. ¹ In the private deeds cited above, the word *feria*
was used to describe the location of properties which we know to have
been in the market area, near St. Philip's Church, and close to the
still surviving buildings of the ancient Piepowder Court. *Feria* is
often used in private documents as a synonym for *mercatum*,² and
the *prepositi de Feria* who witnessed some of these are more likely
to be reeves or bailiffs of the market than of the fair. We may
reasonably assume that the *hundredum de feira* is the same as the
*hundredum de mercato*, and in either case may be classified as a pie-
powder court.³

As Gross pointed out, in many boroughs piepowder courts were
mere phases or special sessions of the borough court, and it is prob­
able that in Bristol the hundred court soon developed machinery for
dealing with the special types of litigation which commercial
activity demanded.⁴ Perhaps the evidence we have cited implies a
hundred court which sat in its normal capacity in the Guildhall and
for special purposes as a court of piepowder in the market.⁵ If these
arguments be accepted, we have reason to suggest that Dr. Veale
was mistaken in regarding the market court as already distinct and
separate from the hundred court by the mid-thirteenth century, and
hence in deriving the tolzey court from the market court. It would
be rash, however, in view of the fragmentary evidence, and the fact
that both the cases mentioned concern land and are non-mercantile,
to push the argument further, and attempt to link this ‘hundred
court of the market’ with the later tolzey court, but the evidence
makes some such connection more likely than we have been led to
believe.

¹ The term *hundredum de mercato* is best translated as ‘hundred court
of the market’, following Dr. Veale’s practice.
² For an earlier example of the use of *feria* to describe the area of the
Old Market, see F. W. Potto Hicks, *Original Documents relating to
³ The meaning of the term is discussed in *Select Cases in the Law
⁵ It is worth noting that in later times the tolzey court sat in the
market as a piepowder court for a fortnight each year during the fair
and was afterwards continued as a tolzey in the borough, and that
(although it may be mere coincidence) the hundred court in no. 167 met
on Wednesday, as did the tolzey court in all the early cases cited by
Dr. Veale (*op. cit.*, pp. 8, 10, 33).
NOTE ON METHOD OF EDITING AND CALENDARING

In describing the form of each document, it seemed best to adopt the description used by the Cartulary scribes: thus the 'charter', 'ordinance' or 'letter' of the calendar reproduce the 'carta', 'ordinacio', or 'littera' of the Cartulary heading, except in a few cases where the heading was misleading, or where there was no separate heading in the MS. For this reason the majority of conveyancing deeds appear in the calendar as 'charters', but the distinction between different kinds of conveyancing instruments is indicated by the verbs of disposition ('giving', 'granting', 'confirming', etc.). Medieval conveyancers, however, often use several words of disposition in each instrument, and it is not always easy to determine which most accurately describes the effect of the conveyance, or to fit it into a neat category of gift, grant or quitclaim. In doubtful cases, therefore, the full formula of disposition has been given.

Personal names have been treated according to the conventional practice of anglicising the Christian name and reproducing surnames in the form in which they appear in the MS., e.g. Henry de Gaunt. The exceptions to this rule are occupational surnames or names based upon personal characteristics. Latin forms of these, which appear in the MS. almost invariably with capital letters, have been translated: e.g. Peter the Clerk, where such names are evidently family-names, or Richard the huntsman, where there is no such evidence. French forms of these names (e.g. Osbert le Chauf) have, however, been reproduced in their MS. form. Place-names have been printed exactly as spelt in the MS., except for names which appear there in Latin forms (e.g. Wells, Worcester) or are never fully extended in the MS. (e.g. Bristol for Bristoll').

Warranty clauses generally conform to a common type ('warranty by the grantor, for himself, his heirs or assigns') and have been noted, but not reproduced except when of unusual form. Sealing clauses similarly have been given in full only when they contained features of special interest. Witness lists have not been translated.

The hospital of St. Mark's is usually described in the MS. as situated in 'Billeswick in the suburb of Bristol': to avoid repetition this formula has been reduced to '&c' after the first section of the calendar (nos. 1–37): other forms (e.g., 'in Bristol') have been given where they occur. The use of '&c' in legal records, however, reproduces the practice of the MS., and is not an editorial contraction. Legal records cannot be effectively calendared, and have, therefore, been translated in full, except that square brackets have occasionally
been used to indicate briefly the repetition of lengthy formulas.

For reasons of space, it was not possible to print more than a small number of documents *in extenso*, and the selection of these was necessarily somewhat arbitrary. Appendix I contains (i) documents concerned with the foundation and constitution of the hospital; (ii) all deeds of a date before 1200 and (iii) individual documents of which the meaning is not entirely clear. In transcribing these, the punctuation and orthography of the MS. has been followed, except that the distinction between u and v has not been observed. Words in the MS. of which the extension was doubtful have been left unextended.

**LIST OF MASTERS OF THE HOSPITAL**

Henry de Gaunt . . . *circa* 1234–1269
(Master by 7 Jan., 1234, no. 25; resigned Feb. 1269, Reg. Giffard, f. 17, not 1268, as *V.C.H.*, *Glochs.*, ii, 117.)

Gilbert de Waltham . . . 1269–72
(Elected Feb. 1269, Reg. Giffard, f. 17; died or res. before Dec. 1272, no. 148.)

John de Trowbridge . . . 1272–3

Thomas de Lechlade . . . *circa* 1274–85

Robert Reading . . . 1286–99
(El. Dec. 1286, nos. 16–17; res. before March, 1299, no. 18.)

William Bealver (de Belvero) . 1299–1335
(El. 1299, no. 15; res. shortly before May, 1335, no. 13.)

Ralph de Tetbury . . . 1335–46

John de Stockland . . . 1346–48/9
(El. April, 1346, Reg. Bransford, ff. 97–100; succeeded by Richard of Yate by 1348–9, no. 411.)

Richard de Yate. . . . 1348/9–1354
(Master 1348–9, no. 411; res. Oct., 1354, Reg. Brien, i, f. 31 d.)
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Walter Browning . . . 1354-70

Thomas de Over . . . 1370-2

Walter Browning . . . 1372-91
   (El. March, 1372, Reg. Lynn, f. 21; res. 30 Sept., 1391, Reg. Wakefield, f. 90d.)

William Lane . . . 1391-circa 1413
   (El. by compromission with bishop, Oct., 1391, Reg. Wakefield, ff. 90d-92r; occurs as master to Nov. 1412, Cal. Patent Rolls, 1408-13, p. 441.)

John Molton . . . 1413-1443
   (Mentioned as master temp. Henry V, no. 24; res. Feb., 1443, Reg. Bourchier, f. 82, not 1442, as V.C.H., Gloucls., ii, 117.)

William Wynde . . . 1443-86

Thomas Tylar . . . 1486-1534
   (El. March, 1486, Reg. Alcock, f. 155; occurs 1505, no. 179.)

John Coleman . . . 1534-1539
   (Occurs 1534, V.C.H., Gloucls., ii, 117, and references given there.)
Charter of Henry de Gaunt quitclaiming and confirming, for the health of the souls of his ancestors and successors, to God and the Blessed Mary and the Blessed Mark and the brethren serving God in the house of St. Mark of Billeswyk and their successors, the manors of Poulet, Stoklaunde and Erdecote, the land of Delyamour and Lynagan in Cornwall by gift of William Cauvel, and the burgages and rents in the town of Bristol and in Billeswyk, together with all appurtenances and goods, movable and immovable, hitherto acquired from him or from others at his instance or at the instance of others by the house of St. Mark, as more fully appears in the charters concerning the same, which charters he has given, together with the said lands, manors, mills, burgages and rents, to the brethren of the house: to hold all the foregoing to them and their successors in free, pure and perpetual alms, for the support of the master of the house, 12 clerical brethren, 5 lay brethren, and 27 poor, of which number 12 shall be scholars, ministering in the choir in black copes and surplices, as is more fully contained in the ordinance of Walter, late Bishop of Worcester. Grant also in perpetuity to the brethren of the power to elect freely a master in his place, from among their own number or otherwise as may be best fitting to God and to the advantage of the house. Sealing clause. Witnesses, sirs Thomas Tryvett, Simon de Grindeham, Thomas de Hautomb, knights, Robert de Coker, William de Veym, Roger de Hildesley, Reginald de Panes, mayor of Bristol, Roger de Cantok, John Wyssy.

For full transcript, see Appendix I. The original of this document is now in the Somerset County Record Office, Taunton. It gives the number of poor as 100.

This final release of all his claims upon the property of the hospital may be assigned to the months immediately before Henry de Gaunt resigned the office of master of St. Mark's on 10 Feb. 1269; his successor, Gilbert de Waltham, had been installed by 18 Feb. (Reg. Giffard, ff. 17, 20). Reginald de Panes, as mayor of Bristol, attests an agreement dated 17 March, 1268 (no. 139), where Roger de Cantock is described...
as reeve of Bristol; and Panes had probably been chosen mayor in Sept.–Oct. 1267. Walter de Cantilupe, bishop of Worcester, died in 1266; his ordinance is no. 9.

2

**Charter of Robert de Gournay, giving and confirming (for the health of the soul of his late uncle, Maurice de Gaunte, and for his own soul and the souls of all his ancestors and successors, and since he has [been given] by the king full seisin of and power over all lands pertaining to him by inheritance from the said Maurice) in free, pure and perpetual alms, to God and the Blessed Mary and the Blessed Mark, and to the master of the almonry of Billeswyk, for the maintenance of the master and 3 chaplains celebrating there on behalf of the faithful in perpetuity, and for the feeding of 27 poor daily, the manor of Poulet, with all appurtenances in demesnes, villeinages, homage and service of freemen, and mills, and all liberties and free customs pertaining to the manor; the mills of Were, with all appurtenances, and with all attributes of the said manor in ponds, waters, water-courses and fisheries and all improvements which can be made in the said mills; the mills of Radewyk, with all appurtenances, and all attributes of the said manor, in ponds, waters, water-courses and all improvements which can be made in the said mills; 4 marks rent in Bristol, with all appurtenances, namely, 2 marks from the house which was Robert Fitz Hardynge's and was held by David la Warre; a mark from the house of Peter la Warre in Bradstrete, and a mark from the house which was Richard the Cordwainer's by Pisa; and his houses of Billeswyk with all appurtenances, without any restraint, saving to him and his heirs hospitality for them when they go there, at their own expense, without complaint or hindrance from the master, chaplains or poor. Grant also that if formerly there was any agreement concerning a farm of corn between Maurice de Gaunt and the canons of St. Augustine, Bristol, it shall be of no effect henceforth. Grant also that on the death of the master of the almonry, the administration of alms, lands, mills, rents and goods and possessions shall remain, until they have a master, in the hands of the chaplains, who shall choose a suitable master from their own number or otherwise, and he shall be presented to Robert and his heirs, and upon their presentation shall be admitted by the diocesan of the place and shall be installed by him in the said almonry as...**
master. If Robert or his heirs at any time take exception to the master-elect without reasonable cause, the bishop of Worcester may, nevertheless, admit him upon presentation by the chaplains; and if he prove dishonest in the management of his office and of the lands and possessions, the bishop may, with reasonable cause, remove him upon his being found guilty thereof, and admit another, as above said. Robert wills also that each of the poor shall receive bread to the weight of 45s., with sufficient pottage made from oat-flour, and the bread shall be made from equal quantities of wheat, beans and barley or rye. Warranty and sealing clauses. [f.2v] Witnesses, Ralph, bishop of Chichester, chancellor, Jocelin, bishop of Bath, William, bishop of Worcester, Hubert de Burgh, earl of Kent, justiciar, Gilbert de Gaunt, John Marshall, Jordan la Warre [and others named].

For full transcript, see Appendix I.

Versions of this foundation charter were enrolled on the Register of Bishop Giffard ff. 16d-17 (calendared in the Worcs. Hist. Soc. edition of the Register, ed. Willis Bund, i, 18–9) and on the Register of Archbishop Winchelsey, ff. 82–82v. (printed in Registrum Roberti Winchelsey, ed. Rose Graham, Canterbury and York Soc., 1956, ii, 870–2). It was also printed by Dugdale in Monasticon Anglicanum (ed. J. Caley and others, 1817–30), vi, 687–8, from an unknown source: Dugdale's own reference to 'Charter Roll 61 Henry III, m. 15' is an obvious error. Dugdale's version was reprinted by D. Gurney, Record of the House of Gournay (1854), iv, 624–5, and translated by Barker, pp. 14–5. Variations are noted in Appendix I.

All these versions differ from the cartulary text on one important point: they give the number of poor to be supported by the hospital as 100 by contrast with the 27 of the cartulary text. There is, therefore, a presumption that the compiler of the cartulary deliberately falsified his text, unless he were copying from originals which had already been falsified. The probability is strengthened by what can be learnt of the originals of this and of no. 5. These were formerly in the possession of H. R. Moulton of Richmond, Surrey, and were offered for sale in 1930. According to the sale catalogue, the original of this charter had been altered, in the clause relating to the poor, from 100 to 7, and a similar alteration had been made in the original of no. 5. Further evidence that the founder's charity concerned 100 poor is provided by the original of the confirmation of this charter by Henry de Gaunt and his brethren, now in the Bristol Archives (no. 3, note); here also the poor are numbered at 100. There are similar variations between the cartulary text of the Episcopal Ordinance of 1259 (no. 9), which gives 27 poor, and the versions of the episcopal registers, which mention 100 poor. For a discussion of these alterations, see Introduction, pp. xiii ff.

On the death of Maurice de Gaunt in 1230, part of his inheritance was claimed by Andrew Luttrell of East Quantoxhead (no. 185, note), but Maurice's nephew, Robert de Gournay, proved his title to the manors of Pawlett and Weare, Somerset, and in Nov. 1230 the sheriff was ordered to give him seisin thereof. (Exc. e Rot. Fin., i, 205, 207).
This charter can be dated between Nov. 1230 and Aug. 1232, when Hubert de Burgh ceased to be justiciar (F. M. Powicke, Henry III and the Lord Edward (1947), i, 81). It was confirmed by Henry III in Nov. 1232 (no. 26). If Jordan la Warre, who witnesses this charter, was sir Jordan la Warre of Brislington, the charter can be dated before his death in Aug. or Sept. 1231, but this identification cannot be made with any confidence, since there was another contemporary Jordan la Warre, who held the adjoining manor of Knowle (cf. no. 45, note).

For the three bishops mentioned, see nos. 25 and 45.

3  
[Circa 1231–4]

Confirmation by Henry de Gaunt, master of the almonry of the Blessed Mark of Billeswike by Bristol, and the brethren and chaplains of the same, of the preceding charter: reciting that they have inspected the charter of their noble founder, sir Robert de Gournay, and, considering his ordinance and gift to be good and beneficial, they have accepted the same for themselves and their successors, promising to observe it without violation. In witness whereof they have attached the common seal of their chapter together with the master's seal to this writing.

The original of this confirmation is now in the Bristol Record Office, no. 3643 (1). It carries one of the few known examples of the hospital's seal (not that reproduced by Barker, p. 45), showing the robed figure of St. Mark writing his gospel at a desk, with, below, his emblem, a winged lion. The legend runs: SIGILL(UM) ELEMOSINARII . . . BEATI MARCI DE [BILLESWYK]. The master's seal is now missing.

The cartulary text gives only the first sentence of no. 2: in the original the text of Robert de Gournay's charter is recited in full, and, as noted above, gives the number of poor to be supported by the hospital as 100.

See Introduction, pp. xiii ff.

4  
[Circa 1231–3]

Notification¹ by Robert de Gournay that he has entrusted to Henry de Gaunt, clerk, the cure and keeping (curam et custodiam) of the almonry of the house of St. Mark of Billeswike, to have and hold it as warden, and to govern as he thinks fit the lands, houses, rents and all other things pertaining to the house, for as long as he shall wish. Sealing clause. 'Hii testibus domino Radulfo

¹ The heading runs: Littere Roberti de Gournay de Protezione Domus Sancti Marci.
Cicestrens' Episcopo domini Regis Cancellario. domino Johanne\(^1\) Bathon' Episcopo. domino Thoma de Berkleya. domino Johanne de Chaffur. domino Henrico de Berkleye. domino Willelmo de Berkleya. Galfrido Vassell' et aliis multis.'

Probably Robert de Gournay's appointment of his uncle, Henry de Gaunt, as master of his new foundation was made about the same time or soon after the foundation charter, and certainly before 7 Jan. 1234 (no. 25).

5 \(^5\text{Nov. 1231-Aug. 1232}\)

Charter of Robert de Gournay, giving and confirming (for the health of the soul of his late uncle, Maurice de Gaunt, and for his own soul and the souls of his wife, Hawisia de Gournay, and of all his ancestors and successors, and since he has [been given] by the king full seisin of and power over all lands pertaining to him by inheritance from the said Maurice) in free, pure and perpetual alms, to God and the Blessed Mary and the Blessed Mark and the master of the almonry of Billeswyk, comprising the master, 4 chaplains and 8 clerks, who shall minister the divine offices in that almonry according to the regulation of the master, and the poor flocking there daily at any time between the first and ninth hours, each of whom shall receive something whether in bread or in pottage or in some other way, the manor of Poulet [\&c: description of properties as in no. 2] saving to him and his heirs hospitality for them when they go there, at their own expense, without complaint or hindrance from the master, chaplains or poor. He wills further that on the death of the master of the almonry, the administration of alms, lands, mills, rents and goods and possessions shall remain, until they have a master, in the hands of the said chaplains, who shall choose a suitable master from their own number or otherwise, presenting him to Robert and his heirs. If at any time without reasonable cause Robert or his heirs should take exception to the master-elect, he shall, nevertheless, enter upon everything pertaining to the said house, and, as God shall guide him, shall determine and ordain as master until Robert or his heirs freely admit him, and Robert wills, for himself and his heirs that these arrangements concerning election shall be observed in perpetuity. Warranty and sealing clauses. [Witnesses as in no. 2, omitting Henry de Veim].

\(^1\text{Sic: an error for 'Jocelino'.}\)
It is not clear whether this is an earlier version of no. 2 (as the omission of all reference to the place of the diocesan in the election of masters suggests) or a revision (cf. the increase in the numbers of clerks and chaplains on the foundation), but the virtual identity of the witness lists and other similarities makes it evident that it is contemporary in date with no. 2. It is perhaps significant that the number of poor is not specified. No. 2, however, seems always to have been regarded as the authentic foundation charter.

Nothing is known of the descent of Robert de Gournay’s wife, Hawisia de Longchamp: she died in 1268, shortly after her husband (Smyth, Lives, i, 53).

6 [9 Feb. 1243]

Final concord made in the king’s court at Ivelcestre in the octave [f. 4] of the Purification of St. Mary, 27 Henry III, before Roger de Turkeby, Gilbert de Preston, William de Sancto Edmundo and Alan de Farnham, justices itinerant, and others of the king’s faithful then there present, between Henry de Gaunt, master of the hospital of St. Mark, Bristol, querent, and Robert de Gournay, defendant, concerning the manor of Poulet with its appurtenances, concerning which a plea of warranty of charter had been summoned between them in the same court. Robert recognised the manor with its appurtenances to be the right of the master and brethren of the hospital, by gift of Robert, to hold to the masters and their successors and the brethren in pure and perpetual alms, free of all secular service, for the support of the poor and 4 chaplains and 8 clerks, according to the tenor of Robert’s charter to the master and brethren. Robert and his heirs will warrant the manor with its appurtenances to the master and brethren and their successors against all men. The master has received Robert and his heirs into all benefits and prayers to be made in the hospital henceforth.

Printed in full in Gurney, Record of the House of Gournay, iv, 625; calendared in Somerset Fines (S.R.S. vi, 1892), p. 115. In both the hospital is charged with the maintenance of 100 poor and 3 chaplains not ‘the poor and 4 chaplains and 8 clerks’ as the cartulary text has it (following no. 5). Cf. note to no. 2.

This fine was no doubt the outcome of a plea before the same justices at Ilchester at this time. When Margery de Sumery, widow of Maurice de Gaunt, sought a dower right in Pawlett against Henry de Gaunt, he vouched Robert de Gournay to warranty. Robert at first refused to warrant on the grounds that he had never been in seisin of the manor, but, on Henry’s argument that even if Robert was never seised, he had the king’s writ of seisin, and was bound to warrant by his charter, Robert finally warranted Henry. (Somersetshire Pleas, Richard I to 41 Henry III, S.R.S. xi, 1897, p. 197).
Notification⁴ by Henry de Gaunt, master of the almonry of Billeswyk, and the brethren and chaplains of the same, that they have granted for themselves and their successors that if any charter concerning the gift of the manor of Poulet, with its appurtenances and the other things contained in the charter of Sir Robert de Gournay, other than that of which a transcript under their seals is retained by Robert in his possession, should be found by them at any time, it shall be held to be null and void. [f. 4v] 'In cuius rei testimonium Huic Scripto Sigilla nostra duximus apponenda.'

[Another copy of no. 7.]

Ordinance, made by the authority and advice of Walter, bishop of Worcester, with the consent of Robert de Gournay, patron of the almonry of St. Mark of Billeswyk, and Henry de Gaunt, master of the same, concerning the rents and lands acquired by Henry and pertaining to the almonry, namely, the manor of Stoklonde, with the advowsons of the churches of Stoklonde and Cantoshoved, the manors of Erdicote and La Lee with their appurtenances, the lands acquired in Breuham, the mill of Langford, and rents in the town of Bristol. The ordinance previously made by sir Robert de Gournay and approved by the bishop concerning the provision of a master and 3 chaplains [f. 5] in the said almonry and the daily feeding of poor Christians, as appears in his charter, shall nevertheless remain in force: whereby it was provided that among the number of the said poor there shall be 12 scholars (to be admitted and removed at the will of the master) who shall minister in the choir in black copes and surplices under the direction of the precentor, provision for them being made as determined by the master and the resources of the house. One of them shall be chosen to discipline and teach the others, and a better maintenance shall be provided for him than for the others.

⁴ The heading runs: *Ordinatio facta per dominum Henricum de Gaunt Magistrum cum concensu fratrum ac capellanorum super donacionem Manerii de Poulet.*
In addition to this ordinance of Robert's, it is further ordained: that there shall be 3 clerks in holy orders and 5 lay brethren wearing a habit in the style of the brethren of the hospital of Lechlade, except in regard to the badge of the said almonry [of St. Mark], which is a white cross and a red shield with 3 white geese thereon. If the said 6 clerks or any of them be raised to the order of priest by the master, they shall nevertheless continue to officiate in the church under the direction of the precentor. Beyond the abovesaid number of chaplains, clerks and brethren, there shall not be more wearing the habit, so that the number of chaplains and clerks shall not exceed 13, unless in process of time the resources of the house increase, when others may be admitted to the charity of the house at the master's discretion. When any one is admitted to the fraternity, he shall undergo his time of probation, wearing then only the shield upon his habit, but when his year of probation is complete and he is found suitable, the shield with the cross shall be placed upon it; or, if he earnestly demands the right, he may within the time of probation have the shield with the cross impressed upon his upper habit on taking the principal vows of the order, namely, continence, obedience, the renunciation of property and the observance of the regular practices of the house. If after admission and within the time of the probation, any one is found unsuitable, he may freely withdraw or may be removed by the master. In fasting and other observances they shall follow the practices of the brethren of the hospital of Lechlade, but in divine offices they shall conduct themselves according to the Consuetudinary and Ordinal of Salisbury. If any bodies of the dead be willed for burial in the house, or if any prince or prelate come there, the chaplains and clerks may go forth to meet the same, wearing the habit of the almonry, or in more solemn attire, according to the use of Salisbury, provided the said attire be not worn elsewhere or at other times, except in the choir or elsewhere when they are free from ecclesiastical duties. As to the solemn celebration of the mass, the chaplains and clerks in the almonry shall conduct themselves as follows: one solemn mass shall be celebrated in the morning for the Blessed Virgin Mary, a second for the dead, and a third for the day; and this shall be done daily; the other chaplains may celebrate their masses for the living and the dead, especially for the benefactors of the house, according to the direction of the precentor. After the solemn masses and other divine offices have been celebrated, 2 chaplains and the said
6 clerks, wearing the habit of the house, with 2 lay brethren, each with a little knife in his hand to cut the bread for the weak and incapable according to their wish, shall minister to the poor between the first and third hours, before the chaplains and clerks dine, so that the poor, having received their portion there, may nevertheless get elsewhere what is necessary for them. The master, chaplains and clerks and the brethren who wear the habit shall sleep together in one house, and shall eat in one house, that is to say, the refectory, but no secular person shall eat or drink there except by special leave of the master; nor, except in the refectory, shall any of the brotherhood eat or drink within the precincts of the almonry, unless detained by illness or blood-letting, and he shall then be fed in the infirmary by direction of the master. The master, however, may dine in his chamber or elsewhere at his choice if guests arrive or for other reasonable cause, but if the master should not wish to be with his guests at table or for some reason is prevented therefrom, he may appoint one of the chaplains, clerks or brethren wearing the habit to take his place on that occasion. Whenever the master eats outside the refectory, he shall have one or two of the chaplains with him at table, and also shall have one chaplain with him when he sleeps outside the dormitory, and likewise when business or other reasons cause him to travel abroad, whether within or without the town of Bristol. No chaplain, clerk or brother shall eat or drink outside the house in the town, save in the presence of his bishop or of the patron or in religious houses, and this only with the licence [f. 6] of the master or his deputy; one of the chaplains, clerks or brethren in the habit of the house shall be with him both going and returning, so that none of them shall be seen wandering abroad alone in the town. The master and brethren shall wear black mantles and black amices when at table, and within the precincts of the house, and elsewhere, with the badge of the house outermost. When riding or walking within the town, however, they shall have black copes with the badge of the house impressed thereon. The chaplains, clerks and brethren shall have good bread made from corn, and likewise good ale, well-brewed, and good pottage, with a small dish and a pittance, at the discretion of the master; but they shall not buy wine for their own use, nor shall they have feasts, inviting others to the loss or detriment of the poor. At dinner, supper and collation, some lesson shall be read aloud, as is usual among other religious, and this shall be arranged by the precentor. If any of the chaplains and clerks knows how to write and set
down music, he ought, at command of the master, to write down and set down those things which may prove to be useful to the house. Similarly if any of the lay brethren has been trained in some mechanical art, he may pursue it to the advantage of the house, at the will of the master. Moreover, each of the lay brethren shall diligently attend to the offices assigned by the master, whenever it shall be necessary according to the regulation of the master, and if anyone behaves himself wrongly or carelessly in the office assigned to him, he shall upon conviction thereof be removed from the office and another put in his place.

Further, if the land of Poulet, which pertains to the almonry, should be submerged by flooding from the sea, which God forfend, whereby the fruits of the said land shall be wholly or largely destroyed, then, upon the fact being made known by the master to the bishop [of Worcester] and to the patron, and inquiry having been made thereon, by their consent, the allowance for the said poor and the expenses to be incurred by such allowance may be reduced until the house has recovered from the said loss. The bishop has granted also, for himself and his successors, considering the burdens of the house and out of regard for its poverty, that it shall be quit and absolved from his procurations, and from the visitation of the archdeacon or his official, and from making obedience to the archdeacon, [f. 6v] so far as pertains to a religious house, provided that visitation is made by the bishop or his official according to the form of law. The bishop inspects and confirms this ordinance and seals it with his seal, together with the common seal of the house and the seals of the patron, Robert de Gournay, and the master, Henry de Gaunt. Morrow of the Exaltation of the Holy Cross, A.D. 1259.

For full transcript, see Appendix I. Versions of Cantilupe's ordinance were enrolled on the Register of Bishop Giffard, who succeeded Nicholas of Ely at Worcester in 1268, and on the Register of Archbishop Winchelsey, in connection with his settlement of the dispute between St. Mark's and John ap Adam, its patron (see note to no. 2 above). The variants between these versions and the cartulary text are noted in Appendix I. A very inaccurate and misleading calendar of the ordinance is given in Barrett, pp. 361–3, reprinted in Barker, pp. 25–7, and in Gurney, op. cit., iv, 627–9. Another calendar appears in Willis Bund's edition of Register of Godfrey Giffard, i, 15–18.

The most important differences between the cartulary text and the other versions concern the number of poor to be fed daily (stated as 100 in the registers, left unspecified in the cartulary) and the number of persons on the foundation of the hospital (3 chaplains, 6 clerks and 5 lay brothers according to the registers, 3 clerks and 5 lay brothers in the cartulary).
The hospital of St. John the Baptist at Lechlade, Gloucs., founded by Isabella de Mortimer, consisted of 7 priests and a number of lay brothers and sisters to tend to the poor and sick of either sex. (V.C.H., Gloucs., ii, 125, and see Introduction, p. xv). For the consuetudinary and ordinal of Salisbury, see V.C.H., Wills., iii, 163-4.

The arms worn as a badge by the master and brethren of St. Mark's are 3 white birds on a red shield (gules 3 gants argent), probably a play on the names of the founders—the great crested grebes, which the birds represent, are known in Lincolnshire as 'gants'.

10  [Circa 1259]

Notification by Robert de Gournay that he has inspected the ordinance of the bishop of Worcester and of Henry de Gaunt, master of the almonry of St. Mark of Billeswyk, concerning the establishment in the almonry of brethren in regular habit after the style of the brethren of the hospital of Lechlade and other matters pertaining to their regular observance, and has approved the same, saving to himself and his heirs the right of patronage of the almonry. Sealing clause. ‘Hiis testibus supradicto venerabili patre W[altero] de Cantilupo tunc Wigorn’ Episcopo. Magistro Johanne de Wyntonia eiusdem domini Officiali. Magistro Waltero de Vien’. dominis Ada de Astoune et Johanne de Salso marisco militibus. Willelmo de Veym et alis.’

11  [Circa 1330]

Release by Thomas ap Adam, son and heir [f. 7] of Sir John ap Adam, knight, to God and the Blessed Mary and the Blessed Mark and to brother William, master of the house of St. Mark by Bristol, his brethren and their successors, of all his right in the advowson or patronage of the house and in its lordships, services, hospitality and revenues, so that neither he nor his heirs shall molest or oppress William and his brethren and their successors by claims upon the revenues of the house and so that they shall hold their tenements free and quit of any charge to him and his heirs. Sealing clause. ‘Hiis testibus Johanne de Weston. Willelmo de la Haye. Johanne de Brokenberegh’. Willelmo de Over. Johanne de Alkeleigh et alis.’

For a discussion of this and the following documents (nos. II-22) concerning the patronage of the house and the dispute with the Ap Adams, see Introduction, pp. xx-xxiv. See also note to no 12.
Limits of date are provided by Thomas ap Adam's entry upon his lands in July 1325 (Comp. Peerage, i, 180) and the resignation of William de Belvoir as master of St. Mark's by May 1335 (no. 13), but it seems very likely that this release is connected with Thomas' assignment of his patronal rights to Thomas de Gournay in 1330 (no. 12).

Letters patent of Thomas ap Adam to William Beaulver, master of the house of St. Mark of Billeswyk, and his brethren, notifying them that he has given to sir Thomas de Gournay and his heirs the patronage which he had of their house, which was founded by his ancestors, with all the appurtenances rightfully belonging thereto, as more fully appears in a writing which the said sir Thomas has from him. He requests them to admit and acknowledge sir Thomas as their true patron, as they have been accustomed to treat Thomas ap Adam and his predecessors. Sealing clause. Estharptre, Thursday before St. Gregory, 4 Edward III.

Soon after his entry upon his lands in 1325, Thomas ap Adam began to alienate his extensive Gournay inheritance, mainly to Thomas (III), lord Berkeley, and his younger brother, Maurice Berkeley of Stoke Gifford (Introduction, p. xxiii and no. 24, note). In 1329–30 he sold to Thomas de Gournay, of East Harptree, Somerset, his manors of East Harptree, Downhead, and Lower Weare, together with other properties in Wellow, Somerset, and Chepstow, Mon. (Cal. Close Rolls, 1327–30, p. 551; Somerset Fines, 1 Edward II–70 Edward III, S.R.S. xii, 1988, p. 239). Sir Thomas de Gournay, son of Hugh de Gournay, was descended from a younger brother of Robert de Gournay (Gurney, Record of the House of Gournay, iv, 686, 689). In 1328 he was steward to Thomas ap Adam (ibid., 638). He died on 29 July, 1343 (Cal. Inquisitions Post Mortem, viii, 287). It seems to have been this same Thomas de Gournay of whom Thomas ap Adam complained in 1326 and in 1331 that he had attacked and wrecked Ap Adam's castle of Beverstone, Gloucs., abducted his wife, Margery, and stolen charters and evidences: Cal. Patent Rolls, 1324–7, p. 237; 1330–4, p. 204 (where Gournay is called 'son of Hugh de Gournay'). In spite of this assignment of the right of patronage of St. Mark's, Thomas de Gournay was never recognised as patron (cf. nos. 13 and 24) and the right descended to Maurice de Berkeley of Stoke Gifford and his heirs.

Inquisition taken at Bristol, 17 May, 9 Edward III, before Hugh le Hunte, sub-constable of the castle of the town of Bristol, in virtue of letters of Queen Philippa and John Heigham, steward of the Queen's lands, by oath of Thomas de Lainer, Walter le
Wyte, John le Roper, John atte Walle, Thomas Pennard, John Bernard, Clement Turtle, John Fychett, Richard at Walle, David Hallewey, Richard Knoueshale and Richard le Marshall, as to whether Thomas ap Adam, knight, advocate and patron of the house of St. Mark of Billeswyk near Bristol, had granted and alienated the advowson thereof to Thomas de Gournay, knight, in fee simple, and whether brother William Bealver, lately master of the house, who resigned his office of his own free will, attorned to the said sir Thomas as patron and advocate in virtue of this alienation. The jurors say upon their oath that the said William Bealver did not attorn to Thomas de Gournay as patron, did not wish to do so, and was not willing to obey or answer to him as patron.

John Heigham was steward of the lands of Queen Philippa from Jan. 1332 until July 1336 (H. Johnstone, in The English Government at Work 1327–36, i, 282–3). Queen Philippa was given the town, castle and barton of Bristol in Dec. 1330 and in Sept. 1331 Heigham was made constable of the castle and custody of the town and barton was handed over to him. (Bristol Charters, 1378–1499, ed. Cronne, p. 51).

Pleas between John ap Adam and Elizabeth, his wife, and Robert Redyng, master of the house of St. Mark.

John ap Adam and Elizabeth, his wife, through her attorney, seek against brother Robert Redyng, master of the house of St. Mark of Billeswyk [f. 8] the manor of Poulett and 2 mills, with their appurtenances, in Netherwere, which the master holds of John and Elizabeth by certain services and which ought to revert to them according to the form of a statute made with the common council of the realm, inasmuch as the master ceased to perform these services for 2 years. Wherefore they say that the master held the tenements of them by service of maintaining 4 chaplains celebrating divine service daily in the church of St. Mark of Billeswyk for the souls of the ancestors of Elizabeth and sustaining 27 poor each day, so that each poor person should have a daily allowance of bread, made of wheat, beans, and barley or rye, to the weight of 45s., together with sufficient pottage made of oatmeal, and by service of finding reasonable hospitality for John and Elizabeth and their heirs when they come there at their own costs. John, father of Elizabeth, whose heir she is, was seised of these services at the master's hands, until the master ceased
to perform them for 2 years before the issue of John and Elizabeth’s writ, wherefore they have an action by the statute. Whereof they produce &c. The master through his attorney comes and denies their right, and says that this writ is suitable for a lord when he cannot find a distress in tenements charged with services owed to him. And he says that John and Elizabeth could always hitherto have found sufficient distraint if the services were in arrears, wherefore he seeks judgement upon the writ. And John and Elizabeth say that the master holds the tenement of them by the said services, which he has withdrawn, and this they are prepared to prove. Wherefore, since it is contained in the statute of the lord king that if tenements have been given for the maintenance of a chantry or of lights or of the poor or for any other form of alms, and the alms are not performed during 2 years, the donor or his heirs may have an action to claim the tenements so given in demesne, they seek judgement. The master fully admits that he holds the tenements of John and Elizabeth, and he says that the writ is suitable for a lord who does not find distress, &c., and let the tenements be distrained by John and Elizabeth [f. 8v] for the services if these [are in arrears], wherefore he seeks judgement. The master, [asked] if he holds the tenements of John and Elizabeth by these services, says that he does not need to answer this, for he says that John and Elizabeth, during the 2 years before the issue of the writ, could have found sufficient distress in the tenements if the services were in arrears, and upon this he puts himself on the country. John and Elizabeth, asked if they are willing to await the proof which the master alleges as to whether they could have sufficient distraint in the said tenements, say they will not [go further] and ask leave to withdraw from their writ, and because it is stated that Elizabeth is within age, &c., and let it be so.

For full transcript, see Appendix I.

John ap Adam, knight, of Gorste, near Chepstow, and Tidenham, Gloucs., married Elizabeth, daughter and heiress of the Gournay family, before the death of her father, John de Gournay, in 1290, and they had livery of her lands on 18 Feb. 1291 (Complete Peerage, i, 179; Cal. Fine Rolls, 1272–1307, p. 289). This action was brought before May 1299, when Robert de Reading had been succeeded as master of St. Mark’s by William de Belvoir. The proceedings were begun by the writ Cessavit de cantaria provided by the recent Statute of Westminster II of 1285, c. 41, for which see T. F. T. Plucknett, Legislation of Edward I (Oxford, 1949), pp. 90–3. Professor Plucknett stresses the use of the procedure to the crown as a means of enforcing its visitatorial jurisdiction: here is an interesting example of its use (unsuccessfully,
as it proved) by a private patron. Its defeat by the hospital's correct defence no doubt inspired John ap Adam's further attempts to exploit his rights as patron.

Assize held at Gloucester between John ap Adam and Elizabeth, his wife, and William de Belvero, master of the house of St. Mark, concerning the patronage.

An assize comes to declare which patron in time of peace presented the last master, who is dead, to the house of St. Mark of Billeswyk, which is vacant, the advowson of which John ap Adam and Elizabeth, his wife, claim against John Belett, Henry Gyverney, Walter de Cantia, Walter de Chipham and William de Belvero, &c. John ap Adam and Elizabeth through their attorney came and offered themselves on the fourth day against the said John and the others upon the said plea, and they [John and the others] did not come, and they had their days for essoins, until a fortnight after Easter. So let the assize be taken against them by default. Whence the same John and Elizabeth say that Anselm de Gournay, grandfather of Elizabeth, whose heir she is, presented the last master, namely, Thomas de Lechelade, to the house in time of peace of the present king, and by his retirement it is now vacant. The assize is put in respite until the octave of Trinity by default of recognitors because none came. So let the sheriff have the bodies, &c. Afterwards at their day John and Elizabeth came by their attorney and John Belett and the others came. [f. 9] John Belett and the others say that John ap Adam and Elizabeth unjustly brought the assize against them, because they say that Robert de Gournay, ancestor of Elizabeth, whose heir she is, gave to the master of the house of St. Mark in free, pure and perpetual alms the manor of Poulet, with its appurtenances, together with other tenements, for the maintenance of the master and 3 chaplains celebrating there, and for the feeding of 27 poor daily, with provision that upon the death of a master the chaplains should choose a suitable master from their own number or otherwise and present the elect to Robert or his heirs, who should present him to the diocesan when he would be admitted as master, &c. They say that they are chaplains of the house, and that they are ready to present the said William de Belvero, whom they have chosen from their own number, to John ap Adam. But they say that Robert de Gournay granted that if he or his heirs for no
reasonable cause should take exception to the elect, the bishop of Worcester might nevertheless admit him on the presentation of the chaplains. They willingly admit that in this form the chaplains have been accustomed to elect and present a master, and they produce the charter of Robert de Gournay which bears witness to the form of this election and presentation. They say that in the form abovesaid they recognize John and Elizabeth to have the presentation. John and Elizabeth by their attorney hold themselves satisfied therewith. So let the parties [go] hence without a day. Easter, 27th year of King Edward, roll 8.

This action against John ap Adam was caused by his seizure of Pawlett and other properties of the hospital on the resignation of Robert de Reading. (cf. Introduction, p. xxi). John Belett and his fellow-chaplains appear in a list of brethren of St. Mark's (probably the whole community) in May, 1299, when Nicholas Fermnaud, constable of Bristol Castle, and Henry Spygurnel, were ordered to investigate their complaint against John ap Adam's invasion of their properties (Cal. Patent Rolls, 1292-1307, p. 469).

16

[1286]

Writ of Edward I to Peter de la Mare, constable of Bristol Castle, informing him that brothers Robert de Redynge and John de Kelmescote, chaplains of the house of St. Mark, &c., which is of the foundation of Robert de Gournay, deceased, have come to the king’s court with letters patent of their chapter, and they jointly declare that on the death or retirement of the master of their house, they ought to choose another master [f. 97] from their own number or otherwise and to present the elect to the heir of the said Robert. Since John de Gournay, patron of the house is within age and in the king’s wardship, they besought the king to provide for the admittance as master of the house of the said Robert de Redynge, whom they have lately chosen. Because the king knows not whether or not they ought or have been accustomed to elect their master and present him to the heir of Robert de Gournay as abovesaid, he directs Peter de la Mare to make inquisition thereon and inform the king accordingly.

17

[21 Dec. 1286]

Inquisition made upon the above writ before Peter de la Mare, constable of Bristol Castle, on Saturday, the feast of St. Thomas the Apostle, 15 Edward I, by oath of John Moryn', Richard le
Corder, Alan Carpynter, David Carpynter, John de Bruges, Richard Rosselyn, Ralph de Stokes, Robert le Warre, Elias de Oldbury, Stacy de Stapleton, Richard Dauwe and Robert Roper, jurors, who say that the house of St. Mark is of the foundation of Robert de Goumay, deceased, and that upon the death or retirement of the master of the same, the brethren have been accustomed hitherto to elect another master from their own number or otherwise and present the elect to the patron of the house. 'In cuius rei testimonium presenti inquisitioni sigilla infrascriptorum juratorum sunt appensa. Datum &c.'

Writ of Edward I to Walter de Gloucestria, escheator this side Trent. Whereas John ap Adam and Elizabeth, his wife, have shown the king that the advowson of the house of St. Mark, &c., now vacant, is of the inheritance of Elizabeth, the custody of the house in time of vacancy ought to pertain to John and Elizabeth, and that the brethren of the house and their predecessors have been accustomed to elect a brother from their own number or otherwise as master without seeking licence from anyone and to present the elect to John and Elizabeth and their ancestors: yet the said escheator, claiming that the custody of the house pertains to the king by reason of the manor of Wynterborne Gunnore, which Robert de Radynge, lately master, and the brethren of the house, held and hold of the king in chief in free, pure and perpetual alms, has taken the custody into the king's hands, to the no small loss and evident danger of disinheritance of Elizabeth. The king, wishing to be informed thereon and to do justice to John and Elizabeth, directs the escheator to make inquisition as to whether the custody pertains to the king or to John and Elizabeth and by what services the said manor is held of the king, and to inform the king accordingly.

The date is probably March, 1299: the required inquisition had been returned and a further writ issued thereon before 13 April (no. 19).

Mandate of Walter de Gloucestria, escheator this side Trent, to Thomas de Lude, sub-escheator in Somerset and Dorset, informing him that he has received the king's mandate as follows:
[f. 100] The king having learned by inquisition made by the said escheator that the custody of the house of St. Mark, &c., now vacant by the resignation of brother Robert de Redynge, lately master of the same, pertains to John ap Adam and Elizabeth, his wife, and not to the king by reason of the manor of Wynterborne Gunnore, which the brethren hold of the king in socage, or by any other reason, because the house is of the foundation of the ancestors of Elizabeth, and the brethren have been accustomed from the time of the foundation to present their elect to the ancestors of the said Elizabeth, the king orders the escheator not to intermeddle further with the said house or its appurtenances, which he has taken into the king's hands by reason of the manor of Wynterborne: Westminster, 13 April 27 Edward I [1299]. Wherefore the escheator orders Thomas to execute this mandate so far as pertains to his bailiwick. London, 14 April, 27 Edward I.

For this and other documents concerning the royal intervention in the dispute over the patronage of St. Mark's, see Introduction, pp. xxii–ii.

20  [24 Nov. 1300]

Writ of Edward I to Walter de Gloucestria, escheator this side Trent. Order to desist from exacting from the master and brethren of the house of St. Mark, &c., the issues of the house during the last vacancy, since the king has learned by inquisition that the patronage of the house belongs to John ap Adam and Elizabeth, his wife, and to restore to them in full anything he may have received from the issues; as the king understands from the master and brethren [f. 11] that the escheator continues to exact from them the said issues although the king lately ordered him not to intermeddle with the house. Knaresborough, 24 November 29 Edward I.

21  [5 Aug. 1302]

Mandate of Walter de Gloucestria, escheator this side Trent, to the sheriff of Somerset and Dorset. Because Thomas de Lude, his sub-escheator in those counties, owes to the master and brethren of the house of St. Mark, &c., a large sum of money which he took from their lands in the time of the last vacancy, and ought to have restored the same to them in accordance with an order
from the escheator to him, containing the king's writ to that effect, and has not yet restored the same but unjustly detains it, to the great damage of the master and brethren and in manifest contempt of the order, the escheator on the king's behalf orders the sheriff to distrain all goods and chattels of Thomas in his bailiwick until the master [f. rrv] and brethren are satisfied of their money. Westminster, 5 August 30 Edward I.

[4 June 1335]

Writ of Edward III to Ralph de Middelner, escheator in Somerset, Dorset, Cornwall and Devon. It has been shown to the king on behalf of the master of the house of St. Mark, &c., that the brethren of the house, which is of the patronage of Thomas ap Adam and of the foundation of his ancestors, have been accustomed from the time of the foundation of the house, without seeking licence from anyone, to choose at each vacancy a master from their own number or otherwise and to present the elect to Thomas and his ancestors, without any intermeddling by the king or his progenitors in the custody of the house during vacancies and taking nothing therefrom. The escheator, however, claiming that the custody of the house belonged to the king, upon the resignation of brother William de Belvero, took all lands and tenements of the house in his bailiwick into the king's hands and still so detains them, taking all the issues and profits to the king's use to the great damage of the master and brethren, wherefore they pray the king for redress. The king now orders the escheator to make inquisition as to whether the patronage belongs to Thomas ap Adam or to the king, and inform the king accordingly. York, 4 June 9 Edward III.

Similar writs were also sent to the escheators in Gloucs. and Wilts. All the returns stated that the patronage belonged to Thomas ap Adam and not to the king (Cal. Inquisitions Miscellaneous, ii, 357, 359). On 2 July, 1335, the escheator in Gloucs. was ordered not to intermeddle further with the temporalities of the house of St. Mark and to restore the issues taken, and like orders were sent to the escheators in Somerset and Wilts. on 8 Aug. (Cal. Close Rolls, 1333-7, pp. 413, 437-8).

[5 July 1438]

Letters patent of Henry VI, inspecting and exemplifying a record on the Memoranda Roll of the Exchequer in the 14th
year of his reign (among the Recorda, Michaelmas term, Treasurer's Remembrancer), which is as follows:

It has been found by inquisition, taken at Bedminster, Somerset, 6 October, 14 Henry VI [1435], before William Bythemore, escheator in Somerset, by oath of John Chock, Robert Prataunt, John Badesaunt, Thomas Brian, John Howell, John Strafford, John Hillary, John Wardyn', Thomas Chapell, William Tylyl, John Gyen and Thomas Barbour, jurors, that the house or hospital of St. Mark, Bristol, called 'Gaunts' House' (domus de Gauntez) in Bristol is of the present king's patronage and of the foundation of the king's progenitors as kings of England; and that Edward I, progenitor of the present king, gave to Almaric French, then master of the said house, the convent thereof and their successors, the manor of Powlett in Somerset, with its appurtenances, and a close of pasture, containing 300 acres of pasture, called Gauntesham in the same county; to hold to them and their successors in order to support a certain charity to be distributed every year at Poulet on behalf of the said late king and for the souls of his progenitors and successors by the master of the said house for the time being, [f. 12v] namely, that on Friday of each week there should be distributed to divers poor persons 20s. in money and bread worth 40d. and 2 bushels of beans to be made into pottage for the said poor. Successive masters of the hospital continued to distribute these alms until John Molton, now master, withdrew the alms for 12 years before the taking of the inquisition. The jurors say that the manor of Poulett was then worth 20 marks yearly beyond reprises, and the close called Gauntesham £20 yearly beyond reprises, and that the master and convent have taken the issues and profits thereof during the 12 years in which the alms have been withdrawn, as appears in the inquisition which is in the bag of particulars of account of the said late escheator.

It was agreed upon this by the barons of the exchequer that the said John Molton, the master, should be summoned by writ of scire facias to show cause why the manor and close should not be taken into the king's hands and why he should not answer to the king for the issues and profits thereof in the time when the alms were withdrawn. The sheriff of Somerset was ordered to inform John Molton that he should be before the barons of the exchequer in 15 days after Hilary to show cause, &c., and on that day the sheriff, Thomas Thame, returned the writ, with the endorsement that he had so informed John Molton. On the said day John Molton came, by Richard Hukelegh, his attorney, [f. 13] and pro-
tested that the house of St. Mark is of the patronage of Thomas ap Adam and from time of which there is no memory of man to the contrary had been of the patronage of his ancestors, and was of their foundation, and was not of the king's patronage nor of the foundation of his progenitors, as alleged in the said inquisition. He says that Robert de Gournay was once seised of the manor of Poulett with its appurtenances, of which manor the close of pasture called Gauntesham was then and still remains parcel, and he gave the manor with its appurtenances, before the Statute of Mortmain, to the said Almaric Frenshe, then master of the house of St. Mark, and the convent of the same and their successors, in free, pure and perpetual alms, and in virtue of this gift Almaric was seised in his demesne as of fee and in right of his church of St. Mark. John Molton and his predecessors were so seised in virtue of this gift, without any gift from Edward I as supposed in the said inquisition, and without any record by which it might appear that Edward I gave the manor to Almaric or any of John Molton's predecessors, and all this he offers to prove. Hence he maintains that the manor, &c., should not be seised into the king's hands in virtue of the said inquisition, and that he ought not to answer to the king for the issues, whereof he seeks judgement and that he should be dismissed from the court in respect of the foregoing.

Because the court wished to deliberate on the foregoing before [f. 13v] [anything further was done] a day was given to John Molton to appear in 15 days after Hilary, at which day John Molton came by his said attorney. John Vampage, who sued for the king, said on the king's behalf that Edward I, progenitor of the present king, gave the manor of Poulett, with the close, to Almaric Frenshe, as aforesaid and as supposed in the inquisition, and he asks that inquiry be made by the country. John Molton says what he said before, and likewise asks for an inquisition. So let an inquisition be made. The sheriff was ordered to cause to come before the exchequer in 15 days after Easter 18 lawful men of the view of Poulett, and the same day was given to John Molton, on which day John Molton came by his said attorney. The sheriff returned the writ with a panel of the names of the jurors, who did not come, so the sheriff was ordered to distrain them by their lands. The hearing was adjourned until 15 days after Trinity, and the same day was given to John Molton, on which John Molton came by his said attorney. The sheriff returned the writ and the jurors did not come.
It was agreed by the barons of the exchequer that John Juyn, chief justice of the common bench, should be assigned by exchequer commission to make inquiry on the foregoing, and a commission was sent to him to inquire so that they should have the inquisition before the exchequer in 15 days after Hilary. The sheriff of Somerset was ordered to distrain the jurors as before by their lands so that they should be before the exchequer within 15 days after Hilary or in the meanwhile before the said John Juyn at Brigewater in Somerset on Tuesday before the feast of St. Lucy the Virgin next. John Molton was told to await his day before the said John Juyn as above, and that he should be before the exchequer on the said quindene of St. Hilary to hear his judgement, on which day John Molton came by his said attorney. The chief justice then returned [f. 14] the said commission together with the record and process of the foregoing (which are among the Brevia executa for Hilary term of the king's 15th year, in Somerset and Dorset), with the endorsement that on the day and place [as above] process was continued before the said John Juyn and John Cadbury, joined with him according to the form of the statute, and John Molton came by William Duddesham, his attorney, and the previously impanelled jurors came. Proclamation was made, according to custom, that if anyone wished to inform the jurors concerning the foregoing he should come and be heard, but none came to do so, and the jurors, being chosen, tried and sworn, said on their oath that Edward I did not give the manor of Poulett nor any close of pasture to Almaric Frenshe, then master of the house of St. Mark, and the convent of the same and their successors, even as John Molton had alleged. They said that Robert de Gournay was seised of the said manor of Poulett and the close and gave them to Almaric Frenshe before the Statute of Mortmain, in virtue whereof Almaric Frenshe was seised in his demesne as of fee and in right of his church of St. Mark, and John Molton, now master, and all others his predecessors as master have been successively so seised, even as John Molton had alleged, whereon John Molton sought his judgement.

Because the court wished to deliberate [f. 14v] on the foregoing before anything further [was done], John Molton was given a day until 15 days after Easter, on which day he came by his said attorney, and for the same reason he was given a further day until 15 days after Michaelmas, and again until 15 days after Hilary, and again until 15 days after Easter, at which day John Molton came by his said attorney. After mature deliberation
by the barons, John Molton was told that, so far as concerned answer to the king upon the foregoing, he might go at present without a day, saving always to the king his action therein should he wish to proceed further with it at another time.

The king has caused an exemplification of this record and process to be made at the request of John Molton, now master.

'Teste Johanne Fray apud Westmonasterium quinti die Julii anno regni nostri sextodecimo per rotulum Memoranda de dicto anno quartodecimo Regis nunc Michaelis Recorda Rotulo nono.'

For this document, see Introduction, p. xxiii.

John Juyn (or June) was appointed a Justice of the Court of Common Pleas and Chief Baron of the Exchequer on 5 May, 1423, and Chief Justice of the Common Pleas on 9 Feb., 1436. He was Chief Justice of the King's Bench from 20 Jan., 1439 till his death in March, 1440. Recorder of Bristol, he was lord of Long Ashton, Somerset, and was buried in St. Mary Redcliffe, Bristol. (E. Foss, Judges of England, 1870, pp. 379-80).

24 [I Feb. 1446]

Letters patent of Henry VI, inspecting and exemplifying a record and process of a suit in the king's court (which the king caused to be brought before him in chancery) between Maurice Berkeley of Uleygh, knight, and Thomas, lately bishop of Worcester, and William Wynde, master of the house of St. Mark, Bristol, [f. 15] at Westminster before Richard Neuton and his fellows, justices of the bench, in Easter term, 23 Henry VI. Thomas, [then] bishop of Worcester, and William were summoned to answer Maurice de Berkeley on a plea that they should permit him to present a suitable person to the church of the house of St. Mark of Bristol, which was vacant and was of his gift, whereas Maurice by Robert Hoigges, his attorney, said that the house of St. Mark is a hospital in the said town and from a time when there is no memory of man to the contrary had been occupied by a master and convent, and that he was patron thereof and seised of the advowson as of fee and right, and that whenever a vacancy occurred in the house, the brethren were bound and have been bound and accustomed from a time when there is no memory of man to the contrary to inform the patron, by means of letters under their common seal and two of their number as envoys on behalf of the whole convent, begging the patron that he should grant licence for them to choose their next master. The patron ought to give licence
for such election by his letters patent under seal, exhorting the brethren to strive, under God's guidance, to choose as master one who may worthily rule them and their house. After the election they ought and have been bound and accustomed to present the elect to the patron by their letters patent as a pious and upright man, useful and loyal to the patron and to the king and to the realm, praying him to give his assent and approval as patron to the election. The patron ought and has been bound and accustomed to signify his consent to the election thus lawfully made by presenting the elect to the bishop of Worcester as ordinary of the place by his letters of consent, praying him to confirm the election and to give his blessing to the elect, [f. 150] employing therein the solemnities usual for such occasions, and that he should see fit of his charity to accomplish, with good will and favour, all other matters which pertain to his pastoral office in this regard. The bishop ought then to confirm and bless the elect and cause him to be installed and placed in corporal possession of the same (confirmare et benedicere ac installari et in corporalem possessionem ponere debet). All this has been the custom from the time when there is no memory of man to the contrary. Following this form, when a vacancy occurred, the brethren sought licence to choose a master from Maurice Berkeley, knight, father of Maurice, the plaintiff, and they then chose William Lane as master, who was presented to Maurice the father as patron and his election was approved by Maurice the father and confirmed by the bishop of Worcester in the form aforesaid, and thus he was admitted and installed in the time of the late King Richard II. Afterwards Maurice the father died, and the right of advowson descended to Maurice the plaintiff as his son and heir. Afterwards the said church became vacant by reason of the death of William Lane and still remains vacant, wherefore it pertained to Maurice, son of Maurice, to present, and the said bishop and William Wynde wrongfully prevented him from doing so, to his hurt and damage to the extent of £100, whereof he brought suit.

Thomas, bishop of Ely, came in person and said that at the time of the last vacancy, as also at the time when Maurice's writ was issued, he was bishop [f. 156] of Worcester, whence he was lawfully and canonically translated to the cathedral see of the church of St. Etheldreda of Ely, and that he was the same person against whom (by name of Thomas, bishop of Worcester) Maurice brought his writ, and likewise the said master came by William Dodesham, his attorney, and both denied force and tort. They said that
Maurice de Berkeley ought not to bring action against them, and the bishop said that the house of St. Mark, Bristol, is and has been from a time when there is no memory of man to the contrary incorporated, governed and maintained (incorporata recta et custodita) for a master and a convent of brethren, in honour of the Blessed Mary and St. Mark, under the order, profession and rule of St. Augustine, and that the master of the house has always been elected by the whole of the convent or the elder and sounder part of it and by letters of the brethren under their common seal (per totum conventum aut seniorem et saniorem partem eiusdem et per litteras fratrum eiusdem domus eorum communi sigillo signalas) before being sent to the bishop of Worcester as ordinary to obtain his blessing and confirmation and installation, and has thus been blessed, confirmed and installed by the bishop. If a master wished to resign, he ought and has been accustomed to resign his church into the bishop's hands and the bishop has then notified the convent of the resignation so that it might proceed to choose a successor according to the due form of law. The bishop said that by the resignation of John Molton, lately master, the church became vacant and came into his hands. The bishop notified the house of Molton's resignation, instructing and advising the brethren that they should proceed without delay and with proper discretion to the election of their future master, whereon, with common assent and divine guidance, they chose the said William Wynde as master and sent him to the same bishop with letters under their common seal as their elect for the bishop's blessing and confirmation, and the bishop blessed and confirmed him as master of the house and caused him to be installed in the same, [f. 16v] and he neither did nor claimed anything else in the house or its advowson, nor had he intermeddled therein in any way since his translation. This he was prepared to prove, whereon he sought judgement if Maurice should maintain his action against him in this cause.

The said William Wynde said, by way of protestation (protestando), that neither Maurice the father nor Maurice the son nor any of their ancestors had ever been founder or patron of the house or had any of the rights they claimed in the election of a master. The master has always been chosen by the whole convent or the elder and sounder part of it and by letters of the brethren under their common seal, and the elect has been sent to the bishop of Worcester as ordinary to be blessed, confirmed and installed by
him. At the vacancy lately caused by the resignation of Walter Brounyge, lately master, the elder and sounder part of the brethren chose the said William Lane as master, and he was sent to the then bishop of Worcester for confirmation &c. and the bishop blessed and confirmed him as master and caused him to be installed in the time of the late King Richard II. Afterwards, [f. 27] at the vacancy caused by the death of William Lane, the brethren chose John Molton as master, who was blessed, confirmed and installed in like manner by the same bishop, in the time of Henry V. Afterwards, when John Molton resigned his office into the hands of the said Thomas, bishop of Worcester, the brethren chose William Wynde as master, who was blessed, confirmed and installed by the said bishop in the time of the present king. William Wynde said he was master by this pretext, without this\(^1\) that the said William Lane was installed and admitted as master at the presentation of the said Maurice the father, as supposed in the pleading of Maurice the son. This he was prepared to prove where and when as the court shall decide, whereon he seeks judgement if the said Maurice, son of Maurice, seeks judgement as to the plea of the said Bishop Thomas on the ground that he never claimed anything in the advowson of the house of St. Mark nor in that church except as ordinary of the same.

As to the plea of William Wynde, Maurice, son of Maurice, not admitting anything alleged above by William Wynde, said that he ought not to be precluded from having his said action by reason of anything alleged above, because (as he said) the said William Lane was admitted and installed as master of the house at the presentation of Maurice the father, as supposed in the pleading of Maurice the son. This he was prepared to prove when and where and as the court shall decide.

Because knowledge of a cause of this kind belongs to the ecclesiastical authority (quia huiusmodi cause cognicio ad forum spectat ecclesiasticum) the bishop of Worcester, as ordinary of the place, was ordered, by scrutiny of his registers and other memoranda pertaining to his pastoral office to make diligent inquiry into the truth of the matter, and to inform the court of what he had learned in the octave of St. John the Baptist by means of his letters patent and close, and the same day was given to Maurice, son of Maurice, [f. 27v] and to William Wynde, and when judgement was passed on the plea of the said bishop [Thomas], he should

\(^1\) Absque hoc (without this) is a legal term of exception, implying a denial of a statement previously made by the other party.
answer until the plea between Maurice, son of Maurice, and William Wynde should be fully determined. On that day Maurice and William Wynde came by their attorneys and the present bishop of Worcester did not send the writ, wherefore order was sent to him as before to scrutinize his registers &c. and inform the court thereon by the morrow of St. Martin, which day was given to Maurice, son of Maurice, and William Wynde. On that day they came by their attorneys and the present bishop of Worcester sent before the court his letters patent stating that search of his registers and other memoranda showed that the house of St. Mark, is and has been from a time when there was no memory of man to the contrary incorporated, directed and kept for a master and a convent of his brethren under the order, profession and rule of St. Augustine, and that the master of the house at each vacancy was chosen by the whole convent or the elder and sounder part of it and by letters of the brethren under their common seal, and the elect was sent to the bishop of Worcester as ordinary to be blessed, confirmed and installed by him, and that when a master wished to resign, he resigned his church into the hands of the bishop, who notified the convent that they might proceed to the election of a successor, and that, after the resignation of Walter Brounynge, William Lane and John Molton and William Wynde had been elected, blessed, confirmed and installed in this manner, and that his records did not show that William Lane had ever been admitted and installed as master on the presentation of Maurice, father of Maurice Berkeley. Wherefore, these letters patent and the foregoing pleadings having been fully understood, it was awarded that the said Maurice Berkeley of Uley, knight, should have nothing by his said writ but should be in mercy for a false claim and that the said bishop [Thomas] and William Wynde should go without a day. The master sought a writ to inquire concerning damages, and because the justices wished to advise themselves whether such a writ might be given or not, a day was given to the said master to be before the justices of the bench in the octave of Hilary to receive what the court might award in this matter.

The exemplification of this record and process was made at the request of the said William Wynde. 'Teste meipso apud Westmonasterium primo die Februarii anno regni nostri vicesimo quarto.'

1 The MS. gives the names of the clerks who made the exemplification; Thomas Kyrkeby and John Caunnell.
This document is discussed in Introduction pp. xxiii–iv

Sir Maurice Berkeley, of Stoke Gifford and Uley, Gloucs., (1401–64), was posthumous son of Sir Maurice Berkeley (d. 1401). Sheriff of Gloucs. in 1430–1, and a justice of the peace for the county for many years between 1437 and his death, he added to his already substantial estates in Gloucs. when in 1407 he became heir through his grandmother, Catherine Botetourt, to one-third of the lands of the families of Burnell and Botetourt, mainly in Worcs. (Comp. Peerage, ii, 234–5; Smyth, Lives, i, 250–61). Sir Maurice Berkeley and his wife, Ellen, were buried in St. Mark’s, and their handsome tomb and effigies are still to be seen in the present Lord Mayor’s Chapel.

His claim to the patronage of St. Mark’s apparently derived from his great-grandfather, Maurice de Berkeley of Stoke Gifford, second son of Maurice (III), Lord Berkeley (1321–6). This Maurice, founder of the cadet line of Berkeleys of Stoke Gifford (Smyth, Lives, i, 245–8) purchased from Sir Thomas ap Adam in April 1330 the manors of King’s Weston, near Bristol, and Aylburton, near Lydney, eo. Gloucs. (Cal. Patent Rolls, 1327–30, p. 507; and see note to no. 12). But it is strange that the patronage should have been claimed by the Berkeleys of Stoke Gifford, for Thomas (III), Lord Berkeley, elder brother of the first Maurice Berkeley of Stoke Gifford, bought many more of the Ap Adam estates in 1330, including the castle and manor of Beverstone, formerly the principal residence of the Goumays, and Over, Gloucs., Barrow Gurney, Som., and Monewden, Suff. (Cal. Patent Rolls, 1327–30, p. 507).

For the masters mentioned, see Appendix to Introduction. Thomas Bourchier, bishop of Worcester 1435–43, was translated to Ely (1443–54) and thence to Canterbury (1454–86), and became cardinal in 1467. His successor at Worcester was Bishop John Carpenter (1444–76). Carpenter’s return to the writ ordering him to search his registers is entered on his own Register, f. 25d.

Notification by William de Lentenhay, clerk, that whereas, on the morrow of Epiphany, 1234, a dispute had arisen concerning the government (regimine) of the almonry of St. Mark of Billeswyk between him and Henry de Gaunt, both parties had freely submitted themselves to the ordinance of Jocelin, bishop of Bath, William, bishop of Worcester, and brother William, minister of the Friars Preacher of Bristol (acting in place of Ralph, bishop of Chichester), and it had been ordained by them that Henry de Gaunt, who retained the custody of the almonry, should pay to William or his assigns, for the sake of peace, 12 marks by successive instalments at Easter and Michaelmas until he was fully paid, wherefore William has resigned all his right in the almonry into the arbitrators’ hands, and has granted also that if any


Lentenhay is a form of Lanthonny, near Gloucester.

26 [18 Nov. 1232]


Maurice de Gaunt acquired the suit of Stockland pertaining to the

1 Sic, for Winton'.
hundred of Cannington, Somerset, from Hugh de Nevill (no. 181), but no charter of Maurice's granting it to St. Mark's appears in the cartulary.

27

[1 May 1313]


[f. 21] 28

[13 Aug. 1337]

Letters patent of Edward [III], granting licence in mortmain to the master and brethren of the house of St. Mark, &c., to acquire to them and their successors lands and rents of the yearly value of 5 marks either of their own fee or of another's, excepting land and tenements held of the king in chief, provided that it shall not be done to the prejudice of the king or of his heirs or of any other persons. 'Teste meipso apud Turrim London' terciodecimo die Augusti anno regni nostri undecimo. Bray. per breue de priuato sigillo.'


Cf. no. 124, where this licence is referred to: it had evidently been obtained in preparation for a bequest from Vincent de Barstaple.
Letters patent of Edward III, granting licence in mortmain (for £12 to be paid by him) to Robert Gyene of Bristol to give and assign 4 messuages and 40s. rent in Bristol, held of the king by service of 20½d. landgable (landgabulum), as is found by inquisition taken by Simon Bassett, escheator in Gloucestershire and returned into chancery, to the master and brethren of the house of St. Mark, &c., [f. 21v] in support of 3 chaplains who are to celebrate divine service daily in the church of that house for the good health of the king, his beloved consort, Philippa, queen of England, the said Robert and Margaret, his wife, John Traty, John Strete, William Vigerous, John and William, brothers of the said Robert, John Pounte, Isabella, widow of Roger Turtle, William Newenham, clerk, and the mayor and commonalty of Bristol during their lives and for their souls after death, and for the souls of Lucy, who was wife of the said Robert, of Robert, his father, and Matilda, his mother, and of Roger Turtle, and of their ancestors and all the faithful dead. Licence for the master and brethren to accept the messuages and rent from Robert and hold them as aforesaid.

The king wills that neither Robert nor his heirs nor the master and brethren and their successors shall be troubled in regard to the statute of mortmain by the king or his heirs or their justices or officers by reason of the fact that the messuages and land are held of the king in landgable, saving always to the king's heirs and other chief lords of the fee their due and accustomed services.

'Teste meipso apud Westmonasterium nono die Aprilis Anno regni nostri Anglie vicesimo secundo. regni vero nostri Francie nono.'

Robert Gyene (Gyen) came of a family of small landowners from North Curry, Som. (Cal. Wells MSS., i, 410). He was bailiff of Bristol in 1327 and 1328, and mayor in 1346, 1347 and 1350 (Bristol Charters, ed. Cronne, p. 192). He had a further licence to grant property to St. Mark's in 1340 (no. 76), when the scheme for the chantry was modified. He was perhaps acting then as a trustee for Vincent de Barstaple, and he seems to have enjoyed the confidence of his fellow-citizens as an executor and feoffee for charitable and pious works. In this capacity he was associated in the foundation of a chantry in St. Nicholas Church, Bristol, under the will of Everard le Franceys, a former mayor of Bristol, in 1350 (L.R.B., i, 195–8; G.R.B., iii, 181–6) and held the manor of Kingsdon, Som., for a term of years as executor of Roger Turtle, also a mayor of Bristol (Cal. Inquisitions Post Mortem, Edward III, x, 90). At his death in 1354, Robert held the manor of Olveston, Gloucs., for life and 2 years after his death, with the advowson of the church; the manor of Clutton, Som., for life; and other manors and tenements in Bristol and Som. in right of his third wife, Egelina (ibid., 89–91).
Confirmation by Robert de Gournay, knight, patron of the almonry of St. Mark of Billeswyk, of the following ordinance made between the priory of Maydenbradleigh and the almonry of St. Mark, [f. 22] concerning the confraternity and union between them:

This is the ordinance made between brother John, prior and procurator, and the brethren and sisters of the convent of Maydenbradley, and Henry de Gaunt, master of the almonry of St. Mark, and the brethren, chaplains and clerks of the same, whereby the master, chaplains, clerks and their successors will henceforth conform to the regulations in food and clothing and the constitutions used and approved by the brethren and priests of Maydenbradley, except in regard to the badge which the brethren of St. Mark have hitherto worn, and also in regard to the communal life with the women who are called sisters, whom the house of Maydenbradley has admitted from the time of its foundation and whom it is in no way concerned to renounce by this ordinance, even though the house of St. Mark refuses to accept such communal life. The brethren of St. Mark expressly desire also to continue to use the customs and ordinals of Salisbury. The prior and procurator of Maydenbradley at his discretion may appoint one, two or as many as three of his brethren and priests to live in the house of St. Mark until he shall be moved to recall them. No more will be received to reside in St. Mark's until these have been recalled, and during their stay they shall remove their badge from their outer habit. The master of St. Mark's may do likewise in sending his brethren to Maydenbradley when he thinks fit, and while there they may take the sign of the house upon their outer habit, in order that by such exchanges tedium may be dispelled and regular discipline grow stronger. Neither house shall claim any jurisdiction over the brethren of the other by reason of this ordinance, but there shall be equality between them and a brotherly concord for their mutual benefit and the advancement of religion. [f. 22v] Sealing clause. Witnesses, sirs Robert de Gournay, John de Saudmari, Adam de Haston [and others named].

Robert de Gournay has approved and confirmed this ordinance, saving to him and his heirs their entire right of patronage. Sealing clause. Witnesses, sir Adam de Aston, knight, master Ralph, rector of Beverston, master Peter de Kerdyff, Simon the Clerk, mayor of Bristol, Henry Adrian and Martin de Cordar, bailiffs of Bristol, William de Bellomonte, William le Veym.
For full transcript, see Appendix I.

Unions and confraternities of this type, which became popular in the late twelfth century, are discussed by Professor Knowles, *The Monastic Order in England* (Cambridge, 1950), pp. 474-5.

An account of the Priory of Maiden Bradley, Wiltshire, by H. F. Chettle and J. L. Kirby, is given in *V.C.H. Wilts.*, iii, 295-301. Originally a hospital for leper women, it was augmented by a prior and Augustinian canons in the late twelfth century and afterwards housed lay brethren also. John of Heytesbury occurs as prior 1260-86, but the ordinance cannot be later than 1269 when Henry de Gaunt resigned. See Introduction, pp. xv-xvi.

**31** [25 Oct. 1358]

Release by brother Stephen, prior of the hospital of St. John of Lechelade, and the brethren of the same, to the preceptor or master of the house of St. Mark, &c., and his brethren and their successors, of all actions, real and personal, and suits and claims against them. 'In cuius rei testimonium Sigillum nostrum commune est appensum. Datum apud Lechelade in domo nostra capitulari vicesimo quinto die mensis Octobris anno regni regis Edwardi tercii post conquestum tricesimo secundo.'

**32** [18 Nov. 1240]

Confirmation by Walter, bishop of Worcester, of all gifts, grants and confirmations made by Robert de Gournay, Henry de Erley, Andrew Luterell, Hugh de Nevill, Jordan, son of Alured de Bracelegh, John, master of the hospital of the Blessed Mary Magdalene, Hugh de Tudeham, Thomas Everard, Idonia Gaunsell, and Thomas de Doynton, knight, concerning certain possessions, rents, liberties and other things given for the support of the almonry of St. Mark, &c., as appears below in a transcript of their charters. The bishop inhibits, on pain of excommunication, any who presume to do harm or injustice to the said house in regard to any of these premises. Sealing clause. Bristol, 18 November in the 4th year of his pontificate.

Walter de Cantilupe, bishop of Worcester 1237-1266, was consecrated on 3 May, 1237.
Release by Peter de Breouse to Ralph de Tetbury, master of the house of St. Mark, &c., and the brethren of the same, of his right in the manors of Erdicote and La Lee, Gloucestershire, in the manor of Poulet and the rents of Stoklonde and Bruyham, Somerset, and in the rents of Wynterborne Gunnore near Salisbury, Wiltshire, namely, in lands, houses, meadows, feedings, pastures, woods, rents, mills, ditches and stews. Sealing clause. 'Hiis testibus Mauricio de Berkeley. Thoma de Bradeston. Johanne Mauduyt. Henrico Tyaye. militibus et Thoma de Cary et aliis.' Staverley, Wiltshire, 10 September 18 Edward III.
Agreement between the house of St. Augustine of Bristol and the house of St. Mark of Billeswyk in settlement of the disputes which had arisen between them concerning the testament and gift of the late sir Maurice de Gaunt, the alms to be bestowed on the Christian poor in the said house of St. Mark, the new building begun there, and the foundation of a college there, and concerning also the manor of Poulet, with its appurtenances, and various tithes, oblations, rents, lands, services, suits of hundreds, common of pastures, assarts and amercements, and all other goods and possessions assigned by Maurice de Gaunt for the sustenance of the poor, and about the damages arising from the suits between them in either [lay or church] courts (in utroque foro), as follows:

The house of St. Augustine has granted that the house of St. Mark shall be free from all exactions claimed from it by St. Augustine's by reason of the will and gift of the said Maurice de Gaunt, or by any gift of any other person, upon which there had previously been dispute and has quitclaimed to the house of St. Mark's all tithes, oblations and other obventions arising from things within the precincts of St. Mark's which ought of right to pertain to St. Augustine's. Grant also that the house of St. Mark shall have a free monastery, to be governed according to its will, a free cemetery and right of burial, within its precincts, a belfry and bells, and that the bodies of the dead, if any are willed for burial there, may be freely received and interred, without interference from the house of St. Augustine. [f. 24v] The house of St. Mark or any living within its walls shall have no right or claim over the green (planicie) of Billeswyk, outside the walls built before the making of this present instrument, save by special licence of the house of St. Augustine, since the whole of that green is the free cemetery of St. Augustine's, saving to the house of St. Mark and its occupants all easements and liberties in their use of the said green which they had been accustomed to before the making of this instrument. The house of St. Augustine has further renounced all right in the manor of Poulet which it claimed or
could claim by reason of the will of Maurice de Gaunt or for any other reason, saving all it possesses at the time of the making of this instrument. It has further released to St. Mark’s a virgate of land in that manor, which it claimed to possess by gift of Robert the younger (juvenis), deceased, and a rent of 2s. which it took from the land before the church of St. Augustine the Less, formerly held by Michael de Magor, clerk. The house of St. Mark shall, however, pay to St. Augustine’s all tithes, greater or smaller, from all its goods and possessions within the bounds of the parishes of Were and Poulet, without cavil and contradiction, according to the custom of neighbouring churches.

The house of St. Mark has released to St. Augustine’s all suit to its court of Poulet which it demanded by reason of a half-virgate of land held by St. Augustine’s there, and such scutage as pertains to that half-virgate, for which it will acquit St. Augustine’s in perpetuity. Grant also that if the house or the men of St. Augustine’s be amerced within the hundred of Perreton, their amer cement will be remitted to them. The house of St. Mark has also quitclaimed to St. Augustine’s common of pasture [f. 25] in the clearing (frussato) made at Poulet, and in the assart made at Almondesbury likewise in Middelschase, renouncing expressly all claim on the common marsh of Almondesbury which they demanded by reason of their manor of Erdecote, saving to both houses common of pasture within and without the woods in the manors of Erdicote and Almondesbury except in assarts made or to be made and in the usual ways and lanes. Power for St. Mark’s to make assarts or otherwise to improve their manor of Erdicote, without interference or demand from St. Augustine’s, and power likewise for St. Augustine’s in its manor of Almondesbury. The house of St. Mark has also released to St. Augustine’s a rent of 12d. which it took from the land which was Benedict the priest’s in Froggerestreetre.

The parties hereby remit all claims or demands for debts, arrears or anything else arising from these disputes or for any other reason, and each party has restored to the other all instruments over which there have been disputes and contention and from which dispute might arise in future, and if any such instrument afterwards be found in the possession of the other party, it shall be held of no account, this agreement being faithfully observed, without recourse to appeals, cavils, exceptions and all remedies of either canon or civil law and especially to a royal prohibition,
et omne juris remedio canonici et civilis et maxime prohibicioni regie), or to all deeds and instruments formerly made which might set aside this agreement. Proviso that if either party should presume hereafter to contravene any article of the foregoing, the guilty party shall pay the other 40s. by way of penalty for each article not observed, the foregoing agreement, however, remaining entirely in force. In order that the agreement shall be fully observed hereafter, both parties submit themselves to the jurisdiction of the Bishop of Worcester for the time being, so that either party contravening it in any particular may be compelled by him, by all manner of ecclesiastical censures, [f. 25v] to pay the said penalty to the other party. ‘Ut autem hec composicio rata et stabilis perpetuo perseveret eam presenti scripto in modum cirographi confecto et inter partes diuiso et tam signis partium quam signis domini Willelmi Longi tunc abbatis Sancti Augustini et domini Henrici de Gaunt tunc magistri domus Sancti Marci signato, pars utraque confirmavit. Facta est siquidem hec composicio anno millesimo ducentesimo quinquagesimo primo. Hiis testibus domino Roberto Walleraund. Roberto de Gournay. Ada de Grenevill’. Ivone de Sturton. Radulfo de Cerney. Reginaldo de Ade. Roberto de Neulton et alis.’

Nos. 34-7 and 42-4 concern the relations of St. Mark’s with its neighbours, St. Augustine’s Abbey and the parish church of St. Augustine the Less, especially in connection with the open land between them, now College Green: their conflicting claims are discussed in the Introduction, pp. xxiv-vi.

An abstract of the part of this agreement dealing with College Green was printed by Barrett, p. 346.

Robert ‘juvenis’, from whom St. Augustine’s claimed to have had land at Pawlett, was Robert ‘de Were’, third son of Robert Fitz-Harding, and father of Maurice and Henry de Gaunt: Smyth, Lives, i, 50.

For the land held by Michael (of London), parson of Magor, co. Mon., see nos. 89-90.

35

[I3 Sept. 1259]

Ordinance of Walter, bishop of Worcester, in the matter of the common of pasture which Henry de Gaunt, master of the house of St. Mark, &c., claims upon the green (planicie) of the monastery of St. Augustine’s, and upon other matters below, William, abbot of St. Augustine’s and the convent of the same, and the said Henry de Gaunt and the brethren of St. Mark’s having freely
submitted to his ordinance and judgement therein. Having seen and considered a previous agreement between the two houses, and wishing to put an end to the disputes so that the parties shall not hereafter be divided thereby, the bishop has ordained, with the express consent of the parties, that neither party shall have common of grazing on the green named in the said agreement, since both parties acknowledge that the green is the cemetery of St. Augustine's. If the beasts of either party enter the green for grazing, or if they are put to graze there, after three warnings to the owner from the vicar of St. Augustine the Less or any clerk of that church they may be driven off, and if they return they may be impounded until released by the dean of the place, saving to the bishop and his successors half a mark by way of fine upon the delinquents. [f. 26] If the said vicar or his clerk be negligent in moving or impounding as above, through prejudice for or against either party, he shall be heavily punished by the diocesan or his official. The bishop has ordained also that bodies recently buried before the gate of the house of St. Mark shall remain there, but the mounds of earth shall be levelled off in order to preserve the pleasantness of the place (propter amenitatem loci conservandum), on the understanding that it shall not thereby be any the less reckoned a cemetery. Because of the pleasantness of the place, the bodies of the dead shall henceforth be buried only in that part of the cemetery previously used therefor, and not elsewhere, unless it seems to the diocesan or his official to be necessary or desirable. Those dwelling in the house of St. Mark may have access and egress in and out of the green, for the sake of walking, going, or wandering where they please, or of driving drays, carriages and carts (dreyes, carectas, bigas) along the ways useful and necessary to them, and accustomed. The abbot of St. Augustine's may now mow the green, without any hindrance, and spread the grass in his churches (herbam spargere in ecclesiis suis) of St. Augustine, Greater and Less, provided that he does not make any enclosure commonly called 'Hayingge' whereby the master of St. Mark's may be hindered in the rights granted to him. The mower must not, however, be impeded in his work. Reservation to St. Augustine's and those that dwell there of all accustomed rights and uses which they previously had save the right of grazing. Alternate seals, together with the bishop's seal, have been affixed to the two parts of this writing. Bristol, Saturday before the feast of the Exaltation of the Holy Cross, A.D. 1259.

1 aliquam defensionem que vulgariter appellatur Hayingge: i.e. 'hedging'
Abstracted by Barrett, p. 347, but incorporated in his abstract of the previous agreement and wrongly dated 1251.

Walter de Cantilupe was bishop of Worcester from 1237 to his death in Feb. 1266.

[f. 26v] 36 [6 March 1391]

Notarial instrument witnessing the settlement of a dispute between the abbot and convent of St. Augustine's, Bristol, diocese of Worcester, to whom the parish church of Poulet, diocese of Bath and Wells, is appropriated, and the master and brethren of the house of St. Mark of Billeswyke by Bristol, of the order of St. Augustine and of the diocese of Worcester, who hold the manor of Poulet which lies within the bounds of the said parish, concerning the tithes of grazing and pasture in the manor of Poulet, which dispute between the abbot and convent as plaintiffs and the master and brethren as defendants had been the cause of great rancour between them and also of great expense by reason of the suits maintained by them in the consistory court of Worcester (whereby sentence was given in favour of the abbot and convent) and by appeals heard before delegates of the apostolic see. At length, by the mediation of common friends, on 16 October 1390, in the chapter-house of the said monastery of St. Augustine's and in the presence of Thomas Halle, priest, of the diocese of Llandaff, public notary, brother John, abbot of St. Augustine's and brother William, master of St. Mark's, had determined to end their dispute, and with the express consent of the chapters of their convents and their brethren (to which the said notary bears witness) had chosen and appointed master John Barell, clerk, [f. 27] sequestrator-general of Henry, bishop of Worcester, to act as arbitrator in order to achieve a full settlement. The parties gave the said master John full power to examine and investigate their differences and pronounce sentence thereon, and undertook to obey his judgement, ordinance and decree under penalty of 100 marks, without further appeal to law or statute. [f. 27v] Whereupon master John, accepting the charge, with the express consent of the parties then present, appointed and assigned the Monday following, 17 Oct., in the parish church of St. Augustine the Less, Bristol, for his arbitration and ordinance to be declared and pronounced. On which day, in the said parish church, the said abbot and master appeared in person, on their own behalf

1 *Sic:* for Walter.
and on behalf of their convent and brethren, before the said master John, sitting judicially, and besought him to pronounce his arbitration and ordinance in this business and in the matter of the expenses incurred by both parties, and at length master John pronounced as follows: \[f. 28\] that after examination of the privileges, agreements, muniments and other evidences supplied to him for his information, he decreed that the right of taking tithes of grazing and pasture in the manor of Poulet pertains and ought to pertain to the abbot and convent. They should not demand tithes from the master and brethren in respect of their own beasts grazing in their own grazings and pastures, and the master and brethren shall be free thereof. The master and brethren should be liable for tithe in respect of all other beasts, whether they belong to their tenants or to others, that graze in the said grazings and pastures, whether these are held in demesne or are leased or farmed to others, and should be bound to pay the same to the abbot and convent as rectors of Poulet, without withdrawal or hindrance. Each party shall remit to the other all claim for expenses incurred in their litigation. Sealing and witness clauses. Bristol, 6 March 1391.

Attestation by Thomas Halle, public notary, that he had been present at all the foregoing, &c., \[f. 29\] and had written them in this public form, signed with his usual sign and name, and with the seals of the arbitrator and parties aforesaid.

For settlements out of court arranged by private arbitrators, see Introduction, p. xxvi.

The church of Pawlett (together with Weare and 3 other churches) was appropriated to St. Augustine's, Bristol, 'to help support an abbey situated in a port frequented by strangers and foreigners,' by Bishop William Bitton of Bath and Wells in 1257 (Cal. Wells MSS., i, 139).

Master John Barell was presented to the living of St. Nicholas Church, Bristol, by Richard II, on 12 Oct. 1386, when the temporalities of St. Augustine's were in the king's hands (Cal. Pat. Rolls 1385–9, p. 219). He had been appointed canon of the college of Westbury on Trym, near Bristol, holding the prebend of Weston St. Lawrence, by 28 Sept., 1387, when the king ratified his estate there (ibid., p. 361) and was in possession until 1391. (H. J. Wilkins, Westbury College from 1194 to 1544 (1917), p. 108).

37 \[Ir July 1475\]

Writing indented of Robert Slymbrygge, clerk, commissary-general of John, bishop of Worcester, and John Austell, clerk, reciting that whereas there had been disputes between the abbot
and convent of St. Augustine, by Bristol, and sir William Wyne, master of the house or hospital of St. Mark by Bristol, and his brethren of the same, concerning the construction and repair of houses and other buildings of the master and brethren lying towards the green or great cemetery (planiciem siue magnum cimiterium) of the said monastery and concerning also carriages and carts and timber and other things necessary to the said house, both parties had pledged themselves to abide the award and ordinance of the said Robert and John, indifferently chosen by them, on the foregoing. Wherefore [f. 290] they ordain, first, that henceforth the master and brethren of St. Mark shall be able lawfully to build, repair or newly construct houses and buildings, windows and doors, on their land (fundo suo) towards the said green or great cemetery, according to their will and without hindrance from the abbot and convent or their successors, and, further, that the master and brethren and their tenants shall be able to transport rope or timber or whatever else is useful and necessary to them, by means of carts or drays or any other vehicles, by whatever animals they are drawn, along the accustoded ways [on the green]. They ordain that in return the master and brethren shall give to the abbot and convent and their successors a close called Rockeclose situated on Brandanhuile by Bristol between the close of sir William Canynges, lately dean of Westbury, and the pasture called Ameryclos on one side, and the hill of St. Brandan on the other. Proviso that all tenants dwelling on the said land [of St. Mark’s] towards the green or great cemetery shall come to all frankpledges and courts of the abbot and convent held within the abbey sanctuary, just as do other tenants dwelling there, and this they are bound to do by reason of the fact that the house of St. Mark and all other houses and buildings on all the land of St. Mark towards the said green have been so bound from of old, in respect of the privilege and sanctuary of St. Augustine’s, as clearly appears by inspection of the privileges and muniments of the same. ‘In quorum omnium et singulorum premissorum fidem et testimonium et ut hoc presens scriptum nostrum indentatum arbitrium et iudicium amplius suum robur in omnibus teneat et effectum tam [f. 30] nos prefati arbitratores Sigilla nostra quam supranominati abbass et conuentus monasterii Sancti Augustini ac eorum successorum Sigilla sua communia presentibus alternativ apposuerunt. Datum in domo capitulari monasterii Sancti Augustini predicti quo ad Sigillum dictorum abbatis et conuentus ac in domo capitulari domus siue hospitalis
Master Robert Slimbridge was presented by the king to a prebend in the collegiate church of Tamworth, in Lichfield diocese, on 4 June, 1463, from which he had resigned by 14 Jan., 1465 (Cal. Pat. Rolls 1461-7, pp. 270, 379). On 24 March 1473 he had licence to sue in Rome for the deanship of the college of Westbury on Trym and was provided to it by Sixtus IV on 22 April, 1474 and succeeded William Canynges as dean on 5 Dec., but he soon exchanged his dignity with Master William Vauce for the precentorship of Lichfield. (Cal. Pat. Rolls, 1467-77, p. 393; Cal. Papal Registers, 1471-84, pp. 27-8; Wilkins, op. cit., p. 54; A. Hamilton Thompson, 'Notes on the Ecclesiastical History of Henbury', Trans. B.G.A.S. xxxviii (1915), 143.)

John Austell, bachelor in canon and civil law, was canon of Wells from 1467 to his death in Jan. 1499 [A. B. Emden, Biographical Register of the University of Oxford to A.D. 1500 (Oxford, 1957), 1, 77-8].

Charter of Richard, abbot of St. Augustine, Bristol, and the convent of the same, giving to Geoffrey, their chaplain, the house which his father held with the small garden adjacent, to hold of them by rendering 2s. yearly at the two terms of Easter and Michaelmas. Grant also that he may appoint whom he will as his heir and successor, on condition that whoever succeeds him, and whoever succeeds that successor, shall make the like payments, and by way of entry to the tenement he shall give a gold piece. Witnesses, William, prior, brother Waiter and brother William de Salsamarasco, priests, brothers William, Simon and Helias, deacons, brothers Walter, Robert and Richard, subdeacons, Richard and Matthew, his brother, priests, [and others named].

For full transcript, see Appendix I.

In form this is clearly a twelfth-century charter, and must belong to the time of Abbot Richard, first abbot of St. Augustine's, 1148-86.

Charter of William, abbot of St. Augustine, Bristol, and the convent of the same, giving [f. 30v] to Isabella, daughter of Theodwi Bage, all the land which Theodwi held in Froggemere street (in vico de Froggemere) lying between the land of Richard Rud and the land of Gilbert 'cum collario': to hold to her and her heirs
of them and their successors, rendering 18d. yearly by equal portions at Easter and Michaelmas, and 18d. by way of relief at each change of heir, for all services pertaining to the donors and their successors, saving the king’s service. Power for Isabella and her heirs to mortgage, sell or exchange the land to anyone save Jews or religious, saving to the donors their annual rent. If Isabella or her heirs wish to sell the land, the donors shall have the right of pre-emption for 12d. less than anyone else. They have attached their chapter seal. ‘Hiis testibus Dominis Willelmo vicario ecclesie Sancti Augustini. tunc decano Bristoll’. Roberto Capellano de Elemosinaria Sancti Augustini. Roberto Cordario. Alewi Carpentario. Henrico Duggel. Roberto Bagge. Thoma Gulebel. Johanne de Stanton’ Clerico. Johanne de Siston’. Willelmo de Caillewey. Reginaldo de Gatesbir’. Willelmo Mar’ et multis aliis.’

Nos. 39–41 and 46–65 concern the hospital properties in Frogmore Street and Frog Lane and on the slopes of the hill above. These had been acquired by about 1245, partly by purchase, partly by gift from several members of the family of Devenish: the owners had formerly been tenants of St. Augustine’s Abbey, which gave to St. Mark’s the rents they had paid about 1245.

St. Augustine’s had two abbots named William in succession: William of Bradstone, 1234–42, and William Long, 1242–65. The names of the witnesses to this charter are almost identical with those of no. 40 and suggest a date before 1245 rather than later. See also notes to nos. 46 ff.

40

[1234–circa 1245]

Charter of William, abbot of St. Augustine, Bristol, and the convent of the same, giving to William Devenish (Devoniensis) a plot of their land in Froggemere, with the house standing thereon which was Benedict the chaplain’s, 40 feet in length and in breadth including all the land from Froggemere street (vico de Froggemere) to the courtyard (curiam) of sir Maurice de Gaunt: [f. 31] to hold to him and his heirs of them and their successors, rendering yearly to their house 3s. 6d. at Michaelmas and Easter, and a bezant or 2s. sterling by way of relief at each change of heir. Power for William and his heirs to give, sell, exchange or bequeath the land to whom they will save Jews or religious, saving to the donors their annual rent. If they wish to sell the land, the donors shall have the right of pre-emption for 12d. less than anyone else. Clause of warranty. They have attached their chapter seal.
CARTULARY OF ST. MARK’S HOSPITAL, BRISTOL


This charter cannot be earlier than 1234 when William of Bradstone became abbot of St. Augustine’s, and Roger Devenish, the last witness, was dead by about 1245 (nos. 46–50). The name ‘Devoniensis’ seems often to have been rendered in contemporary documents as ‘Devenish’ or ‘le Deveneis’ (e.g. Close Rolls 1231–4, p. 291; 1234–7, p. 126). By 1312 no less than nine men of this name were assessed for tallage in Bristol (E. A. Fuller, ‘The Tallage of 6 Edward II and the Bristol Rebellion’, Trans. B.G.A.S. xix (1895), p. 220).

Agreement between William, abbot of St. Augustine, Bristol, and the convent of the same, and Henry de Gaunt, master of the house of St. Mark, &c., and the brethren of the same, whereby the abbot and convent have given to Henry and to the brethren of St. Mark a rent of 18s. 8d., with its appurtenances, in the east part of Froggemerestrete in the suburb of Bristol, which they have been accustomed to take yearly by equal portions at Michaelmas and Easter; namely, 3s. 6d. from the burgage which William le Cat’ held, 18d. from the burgage which Reginald Bagge held, 18d. from the burgage which Roscelin the Tanner (tannator) held, 2s. from the burgage which Juliana Kepe held, 2s. from the burgage which Roger Gingiure held, 16d. from the burgage which Robert de Cardyff held, 12d. from the burgage which Helias de Pisa held, and 4s. 6d. from the burgage which Adam de Wedewell held. [f. 31v] Further they have given to the master and brethren in free, pure and perpetual alms the messuage held by Joan Malepece and Achiuin and John Brendan in the same street extended at 4s. 6d., which they paid yearly, in exchange for 2 marks of yearly rent which the master and brethren took from the land and houses that were Robert Harding’s between the gate of St. John and the gate of St. Giles by the hands of Benedicta, widow of Robert de Lega, and the heirs of Benedicta. The abbot and convent shall pay the difference between the 2 marks of rent and the 23s. 6d. of rent to the master and brethren yearly, with power for the master and brethren to distrain for default of payment, according to the custom of Bristol. The master and brethren

1 Sic.

To judge from the number of charters witnessed by him as mayor, James la Warre was probably mayor of Bristol several times between about 1235 and 1248. For note on La Warre, see Appendix II.

The properties mentioned here had been acquired by St. Mark’s by about 1245.

[f. 32] 42 [28 May 1272]

Notification by Thomas called le Fraunceys, official of the Archdeacon of Bath, to master Geoffrey de Cubberley, official of the Bishop of Worcester, that he has received from the official of the Court of Canterbury, during the vacancy of the see, a mandate concerning the case before the said official of Canterbury between the master and brethren of the house of St. Mark of Bristol and William, vicar of the church of St. Augustine the Less, Bristol, concerning the small tithes, of a garden, dovecote and curtilage, and the oblations of the household (familie) of the master and brethren and whether they should not have a right of burial in their monastery and whether bodies already buried there should be exhumed. In virtue of this mandate, he inhibits Cubberley, on pain of the greater excommunication from the official of Canterbury, from attempting anything to the prejudice of the master and brethren, appellants in that case, which would interfere with their prosecution of their appeal to the apostolic see. Bristol, V Kal. June, A.D. 1272.

See Introduction, pp. xxv–vi.

43 [25 March 1275]

Agreement between William, perpetual vicar of the parish church of St. Augustine, Bristol, and the master and brethren of the house of St. Mark of Billeswyke, reciting that whereas
there had been many disputes between them in the ecclesiastical courts, relative to certain tithes, oblations, fees for the burial of the dead, and the suit of secular persons of the house of St. Mark to that church, and all other things demanded by the vicar which he alleged belonged of right to him and his church, and whereof he claims he enjoyed peaceful possession until he was despoiled thereof by the master and brethren, at length, with divine aid and the consent of Godfrey, bishop of Worcester, the parties had agreed in this wise. \[f. 32v\] The vicar remits, for himself and his successors and on condition of a yearly payment of 2s., to the master and brethren of St. Mark and their successors and to all secular persons wearing the habit of inmates and professing there within the bounds of the said house, all manner of suit of court, personal tithes, predial oblations, and all other obventions for the living or the dead. This has been done, moreover, in order that the agreement between the house of St. Augustine and the house of St. Mark, and, likewise, the ordinance of Walter, bishop of Worcester, regarding the green (planicie) between the said houses and its use, shall remain in force and be observed, without interference from the vicar or his successors. The master and brethren faithfully undertake to make the said payment yearly on the Sunday next after Michaelmas. The parties submit themselves to the jurisdiction of the official of Worcester in regard to the observance of these undertakings. Alternate seals have been attached to this chirograph. Afterwards Godfrey, bishop of Worcester, gave his consent to the agreement. Bristol, on the feast of the Annunciation of Our Lady, A.D. 1274. 'Presentibus his testibus domino Roberto Archidiacono Gloucestr'. Magistris Gregorio de Kayswent tunc Officiale Wigom'. Willelmo le Rus subdecano Wellen'. Symone decano Westbur'. Josceo canonico de Westbury. Thomas de Hameldene tunc maiore Bristoll'. Simone Adrian et aliis.'

This document is discussed in Introduction, p. xxvi.

\[f. 33\]

\[l4 August 1426\]

Letters of Richard Elys, licentiate in decrees (licenciatus in decretis), official of the consistory court of the Bishop of Worcester, reciting proceedings before him as judge in the church of St. Augustine the Less, Bristol [on 14 Aug. 1426]. There appeared before him, in the presence of Richard Tregow, proctor of the
master or preceptor of the house of St. Mark, Bristol, William Chew, perpetual vicar of the church of St. Augustine the Less, Bristol, who appeared in person, and related and declared that lately, in a case of withdrawal or spoliation of ecclesiastical rights, begun and long debated in the said consistory court of Worcester, between the master and brethren of the house of St. Mark, plaintiffs, (partem actricem) and the same William Chew, defendant (partem ream), before master John Burymore, then official of the said consistory court, in the same court, the said parties appearing as before by their proctors, Richard Tregow for the plaintiffs, and Thomas Brugge for the defendant, the parties sought that sentence (sentenciam diffinitivam) be given in the said case, and the said official gave sentence as follows:

John Burymore, official &c., having fully understood the merits and circumstances of the case [f. 33v] set forth in the libel (libello) below, and considering the acts enacted and arguments produced in the said case, has found sufficiently proven the charges of the plaintiffs, the master and brethren aforesaid, which are set forth in their libel, as follows:

The master and brethren of the house or hospital of St. Mark of Billeswyk in the suburb of Bristol, of the order of St. Augustine, diocese of Worcester, who hold the appropriated church of Stoklond, diocese of Bath and Wells, claim against William Chew, perpetual vicar of the church of St. Augustine the Less, Bristol, and anyone intervening on his behalf, that the right of taking and having all manner of tithes, real and personal oblations, and all other spiritual obventions issuing from all persons, even seculars, and from all tithable things, living or being within the precincts (septa) of the house of St. Mark and likewise of ministering the sacraments and things pertaining thereto (sacramenta et sacramentalia) to those dwelling within those precincts, and of burying with funeral rites and interring in the cemetery or burial-ground situated within those precincts the bodies of all those faithful in Christ who dwell therein during their lifetime and die there, and of taking any obventions which may arise from such deaths, has pertained, pertains and ought to pertain to the said master and brethren in their name and in the name of their house. They and their predecessors have been in peaceful possession of all the foregoing from a time when there is no memory of man to the contrary [f. 34] until the time of the injury and spoliation mentioned below, and the abbot and convent of St. Augustine, and the vicar of the church of St. Augustine were aware of, and
did not deny the foregoing, and tolerated and consented to the same, both tacitly and expressly. The said William, however, knowing all this, on Palm Sunday, A.D. 1420, removed or caused to be removed from the cemetery of the hospital of St. Mark the body of William Leche, who dwelt within the precincts of the said house while he was alive and died there. Likewise he removed or caused to be removed from that cemetery the bodies of others, namely, Christina, mother of John Hore, and Andrew Huchyns, who had lived and died within those precincts, and unjustly took, retained and now possesses oblations and other obventions arising from their deaths, to the value of 100s., and disposed of them according to his will. Not content with this, and heaping evil upon evil, on Monday after the feast of St. Luke the Evangelist [21 Oct.], A.D. 1420, William drew away and enticed Sibilla Huchyns from purification after childbirth, which should have been done in the said hospital, and kept the candles and the garment called a ‘crysmar’, which should have been offered in the said hospital, and other obventions arising from the said purification belonging to the religious of the hospital; and in spite of repeated demands refused to make satisfaction therefor. Thus he has despoiled the master and brethren in their right and possession aforesaid, to their no small hurt and grievance. And all the foregoing was publicly known to be true in Bristol and the surrounding places long before the suit was brought. Wherefore the master and brethren seek that they should be restored to their ancient right and possession aforesaid, and that the vicar should be condemned to restore the value of the oblations and obventions retained by him and to satisfy the master and brethren for all their expenses in this case and to restore the bodies removed by him.

Finding all this proved, and nothing proved on behalf of the defendant, the judge accordingly gave sentence for the plaintiffs, as sought in their libel, to the effect that they should have the rights and oblations &c. they claim, that they should recover the oblations and obventions appropriated by the said vicar, that the bodies of William Leche and the others should be restored to the master and brethren, and that the said vicar should pay them all their legitimate expenses arising from the case.

1 The MS. says ‘Palm Sunday last past, 1420’, which shows that the original ‘libel’ had been made in 1420–1, and that the case had already been in progress for at least 5 years.
At the request of the master of the house of St. Mark, the said official [master John Burymore] appointed a day and place at which the parties should appear for assessment of the damages in which William had been condemned. The parties appearing on the day assigned, the master by his proctor, the vicar in person, the said official, with the consent of both parties, assessed the damages at 10 marks, warned William that he should pay these damages at suitable terms, and admonished him, on pain of certain penalties, to obey the sentence in every way, as is more fully contained in the acta made thereon. And because William did not obey these admonitions the said official excommunicated him for his contumacy.

From this sentence of excommunication the vicar now sought absolution from Richard Elys, official &c., and made public protestation that he would obey the sentence in all particulars. At the command of the official, and in virtue of the sentence, the vicar caused the bodies which he had rashly and wrongfully removed and buried in the cemetery of St. Augustine, to be exhumed and carried to the door of the church of the house of St. Mark with due form and ceremony. He also restored [f. 36] the 100s., ‘crysmar’ and candles mentioned in the sentence, and the master of St. Mark witnessed that this had been done. Of his goodwill and special grace, the master remitted to William the 10 marks damages which he had been condemned to pay. Hence, with the consent of the master, and at the instance and supplication of William and of other upright men, the official, in virtue of his commission from Thomas, bishop of Worcester [recited in full], [f. 36v] dated at Leicester, 29 May, 1426, pronounces

1 Thomas permissione diuina Wigorn' Episcopus dilecto in Christo filio Magistro Ricardo Elys in decretis licenciato salutem gratiam et benedictionem. Cum nos licet immeritus ex alto commissa propter ipsorum grauitatem et multitudinem expedire nequeamus viris sapientibus et prudentibus vita moribus et sciencia approbatis quam plura committere nos oportet de vestris igitur circumspectione conscientia puritate morum grauitate scientia sublimitate quibus per rei evidenciam vos volumus insigniri plurimum merito confidentes vos Officiale nostro principalem tenore prae sentium predicium et eciam deputamus ac per sigilli ad officium predictum pertinentis traditionem vos inuestimus de eodem. Necnon ad cognoscendum in quibuscunque causis in Consistorio nostro motis et pendentibus indecisim impositerum que mouendis eas que finaliter decidendas et terminandas cum suis pendentibus emergentibus et connexis vobis igitur insuper ex habundanti cuiuscumque jurisdicionis ecclesiasticis ad vos pertinentis exerciciun cum cuiuslibet coherciones canonice potestate in domino committententes. Datum Leicestr' sub sigillo nostro XXIXno die mensis Mali anno domino millesimo CCCXXVIto. et nostre translacionis primo.
him absolved from excommunication. Sealed with the sign and subscription of Thomas Sampson, public notary, and with the seal of the Officiality of the Bishopric of Worcester. ‘Data et acta sunt hec in Ecclesia Sancti Augustini minoris Bristoll’ decimo quarto die mensis Augusti Anno Domini Millesimo CCCMo vicesimo sexto Indiccione iijta Pontificatus Scientissimi in Christo patris et domini nostri Domini Martini diuina prouidencia pape Quinti anno Nono Presentibus tunc ibidem discretis viris Johannis Mybbe Rectore ecclesie parochialis Sancti Johannis Bristoll’. Johanne Bourghull. et Johanne Whiteside Notariis publicis et alii testibus ad premissa vocatis specialiter et rogatis in fidem et testimonium omnium et singulorum premissorum.’

Attestation by Thomas Sampson, clerk, of the diocese of Hereford, public notary, that together with the other witnesses named above he had been present at the exhumation and restitution of the bodies, the return of the ‘crysmar’, candles, and other things mentioned in the sentence and the [f. 37] payment of 100s. in satisfaction for expenses in the case, that he had seen and heard them, and in witness thereof he had written and recorded them in this public form, signed with his usual sign and name.

This document is discussed in Introduction, p. xxvi.

John Burymore, bachelor of civil law, was official of Worcester from 1422 until his death (before Oct. 1425). Richard Elys, his successor, was dean of Westbury-on-Trym 1424–32 (Emden, op. cit., i, 326, 640).

Charter of Henry de Gaunt giving to the community of the town of Bristol (Commune ville Bristoll’), for the health of his soul and the souls of his father and mother and Maurice de Gaunt his brother, and for the health of the souls of all the burgesses of Bristol and their wives and children, present, past and future, all the land with buildings thereon which he bought from the abbot and convent of Keynesham, which lies in the meadow between the land which was Peter la Warre’s, on the north, and the land which was Henry the Marshall’s (Marescalli), on the south, excepting that part of the said land which he has confirmed to the Friars Preacher by his charter, saving the service due to the lords of the fee as contained in the charter which he had from the said abbot and convent, which he had delivered to the said burgesses: on condition that the community
of Bristol, together with the Friars Preacher, shall provide for the establishment of a suitable chaplain to celebrate perpetually for the souls aforesaid and for all the faithful, suitable provision for him being made according to their discretion out of the rent of the said land and buildings, in whatever place the alms of sir Maurice de Gaunt shall be distributed, so that the office of the dead may be fully performed. Henry also beseeches the burgesses and Friars Preacher, and firmly enjoins them upon peril of their souls, that this deed and gift of his shall, by their prudence and care, be fully observed, as above said, for the honour of God and the salvation of the souls of all the faithful, without any diminution, unless improvement be made, by his advice and that of the said community and Friars Preacher: to this extent, that if the bishops who are executors of said Maurice de Gaunt, his brother, shall provide that the almonry of the same Maurice shall be established upon the said land and house it shall be willingly granted to them on condition that provision for the aforesaid chaplain celebrating there shall [not] be in any way diminished. Sealing clause. [f. 37v] ‘Hii testibus Domino R. de Tureuilla. domino Ricardo Burdun’. domino Jordano le Warre de Knoll. domino J. de Aketon. domino W. de Asshton. Radulfo de Rede-leia. Jordano de Budiford. Radulpho Coco. Petro de Leigraue.’

This charter belongs to the period immediately following the death of Maurice de Gaunt in the summer of 1230 but before the re-constitution of his almonry by Robert de Gournay at a date not later than Aug. 1232 (no. 2). Sir Jordan la Warre of Knoll (Knowle, Bristol) may be the same man as Sir Jordan la Warre of Brislington (cf. the witnesses to no. 2): if so, this charter can be dated before his death in Aug./Sept. 1231 (Comp. Peerage, iv, 139). But it seems more likely that in 1231 there were two men of the same name. By 1240 the two branches of the family are distinguished in the list of witnesses to the agreement between St. Augustine's Abbey and the citizens of Bristol for the diversion of the Frome (G.R.B. ii, 90) as 'Jordan le Warre de Cnolle' and 'John la Warre de Bristulton'. This John, a minor on his father’s death, was son of Jordan la Warre of Brislington by his wife, Emma, was constable of Bristol Castle in 1265, and was living in May 1277 (Comp. Peerage, iv, 140). Jordan la Warre of Knowle was succeeded by his son, Jordan, who was still living circa 1260 (cf. no. 112).

Henry de Veim and Jordan de Bideford (Bedyford, Budyford) appear in no. 185 as executors of Maurice de Gaunt, but it is clear that the bishops mentioned there (Ralph of Chichester, the chancellor, William of Worcester and Jocelin of Bath) were also acting in a similar capacity. Their function as trustees for the execution of Maurice de Gaunt’s plan for his almonry in Billeswick is illustrated in Robert de Gournay’s confirmation of the original foundation charter of his uncle (Barker, pp. 8–10), when it was stipulated that the three bishops should provide security for the maintenance of the alms. They also witnessed the new
foundation charter of Robert de Gournay (no. 2) and acted as arbitrators in the dispute over the mastership between Henry de Gaunt and William de Lanthony in Jan. 1234 (no. 4) and were associated with the transactions involving the acquisition of the manor of Stockland Bristol from Andrew Luttrell in 1231–2 (no. 185).

46 [1234-circa 1245]

Agreement between William Devenish (Devoniensis) and Henry de Gaunt, master of the house of St. Mark, &c., whereby William has given to Henry, as chief lord (tanquam capitali domino), and to the brethren of the house, all the land and houses in Froggemerestrete in the suburb of Bristol, which he bought of the abbot of St. Augustine's, Bristol, and afterwards held of the said Henry in fee: to hold to them and their successors in free, pure and perpetual alms. Warranty and sealing clauses. 'Hiis testibus Jacobo la Warre tunc maiore Bristoll'. Willelmo perpetuo vicario ecclesie parochialis Sancti Augustini eiusdem municipii. Thoma Longo. Waltero de Par'. Willelmo de Bellomonte. Elia Akye. Henrico Langbord. Gilberto de Malebrige et aliis.'

For the date of nos. 46–8, see notes to nos. 40–41.

[38v] 47 [1234-circa 1245]

Charter of William Devenish giving to Henry de Gaunt and the brethren of St. Mark's all his land and houses in Froggemerestrete [Properties, &c., and witnesses as in no. 46]

48 [Circa 1235–45]

Charter of Matilda, widow of Roger Devenish, renouncing all her right, in dower or otherwise, in 2 shops in Froggemerestrete situated between the house in which Roger lived and the tenement of Gilbert Coler, and in a moiety of a curtilage in the same street which lies between the land of the abbot of St. Augustine and that of Gilbert Coler, which shops and curtilage the said Roger first gave to Agnes, their daughter, widow of Roger de Forest, and which were afterwards confirmed to her by Henry, their son, who is heir of the said Agnes, his sister. [f. 38v]
the consent of Matilda and Henry, her brother, Agnes gave and quitclaimed the premises to Henry de Gaunt, master of the almonry of St. Mark, &c., and his successors, to hold in free, pure and perpetual alms, as more fully evidenced in the charters of Agnes and Henry, wherefore Matilda can henceforth claim no right in them. Sealing clause. 'Hiis testibus dominis Jacobo la Warre tunc maiore Bristoll'. Thoma Longo. Willelmo Clerico. Willelmo de Bello monte. Gilberto de Merleberg'. Walter de la Lyme. Roberto de leya. Nicholao.1 Hamundo clerico et aliis.'

49 [Circa 1250–1]

Charter of Matilda, widow of Roger Devenish, in her lawful widowhood and with the consent of Henry, her son and heir, giving and quitclaiming to Henry de Gaunt, master of the almonry, of St. Mark, &c., as chief lord, all the land which was once Roger's in Froggemestrete, which she had held since his death of the fee of the said master: to hold to him and his successors fully and freely, &c. For this Henry de Gaunt has given her 20s. sterling. Clause of warranty. For the security of this Matilda and Henry, her son, have attached their seals. [f. 39] 'Hiis testibus Gilberto de Merlebruge. Nicholao de Lymis. tunc prepositis Bristoll'. Jacobo la Warr. Willelmo de Bello monte. Willelmo filio Nicholai. Ricardo Juvene. Elia Aky. et multis aliis.'

The evidence provided by no. 50 shows that in 1250 Matilda Devenish had entered into an agreement with Henry de Gaunt whereby he was to provide her with a dwelling-house in Bristol, and this was probably in return for her quitclaim of her house property in Bristol. According to a Bristol deed cited by Latimer, pp. 116-7, Marlborough and Lyons were reeves of Bristol in the mayoralty of Elias Long (see Appendix II).

50 [1253]

Notification by Henry Devenish, reciting that there had been an agreement between Henry de Gaunt, master of the almonry of St. Mark, Bristol, and Matilda Devenish, his mother, whereby Henry de Gaunt was bound to find a house in Froggemestrete in which Matilda could live for a term of 6 years, and Matilda

1 Probably the clerk has omitted 'Willelmo filio' before this word. Cf. the witness list in no. 51.
had lived there for a time, but at length by a later agreement between them, Matilda released the house and the right of living there to the said master, who entirely withdrew from the earlier agreement on payment of 7s. As a condition thereof, Henry has undertaken that if Matilda should die during the remainder of the said term, i.e., from the Nativity of St. John the Baptist, 1253, for the three years then next ensuing, that he or his heirs will pay to the said master and his successors after the death of Matilda the sum of 2s. yearly, and for each portion of a year an appropriate sum, during the remainder of the term. For the faithful and honest observance of this undertaking, he submits himself and his heirs to the jurisdiction of the archdeacons of Exeter and Gloucester for the time being, who may compel him to such observance, upon a simple complaint of the other party, by ecclesiastical censure and without troublesome litigation. He renounces all recourse in this matter to cavils, exceptions, appeals and all other remedies of the canon law or to royal prohibitions or exceptions which might be brought against this transaction. Sealing clause. 'Hiis testibus domino Petro et domino Willelmo. domino Hugone Capellanis Sancti Marci de Bristoll'. Jordano Thornham. et Magistro Henrico de Lichfeld' et aliis'.

Charter of Henry Devenish, son of Roger Devenish, confirming to Agnes his sister, for her homage and service, 2 shops in Frogmere Street situated between the house in which his late father lived and the tenement of Gilbert Coler together with a moiety of a curtilage there which lies between the land of the abbot of St. Augustine and the land of the said Gilbert, to wit, that moiety which lies nearer the land of Gilbert as it can best and most justly be divided: to hold to her, her heirs and assigns and to whomsoever she may wish to give, sell or assign them, which shops and curtilage she previously had of the gift of Roger, his father. Warranty and sealing clauses. 'Hiis testibus Jacobo la Warre tunc maiore Bristoll'. Thoma Longo. Willelmo Clerico. Willelmo de Bello Monte. Gilberto de Merlebrig. Waltero de la Lyme. Roberto de Leya. Willelmo filio Nicholai. Hamundo Clerico et aliis.'

This, and nos. 52 and 53, are clearly of the same date as no. 48.
Charter of Agnes, daughter of the late Roger Devenish, widow of Roger de Forest, in her widowhood, giving to Henry de Gaunt, master of the almonry of St. Mark, Bristol, as chief lord, 2 shops and the moiety of a curtilage in Frogmerestrete [f. 40] [as in no. 51] which she had of the gift of her father, confirmed by Henry, her brother: to hold to him and his successors serving God and St. Mark in the almonry aforesaid, or to whom they may wish to give, sell or assign it, in free, pure and perpetual alms. Warranty and sealing clauses. [Witnesses as in no. 51].

[Confirmation by Henry Devenish of the preceding charter of Agnes, his sister. Terms and witnesses as in no. 51].

Quitclaim by Henry Devenish, to Henry de Gaunt, master of the almonry of St. Mark, &c., and his successors, of all his right in all the land once held by Roger, his father, in Frogmerestrete of the fee of the said master. Warranty and sealing clauses. [Witnesses as in no. 49].

Quitclaim by Roger Gyngyure to Henry de Gaunt, master of the almonry of St. Mark, &c., and his successors, of all the land in Frogmerestrete, with the houses appurtenant, which he had held of the fee of the said master. For this Henry has given him 5 marks of silver. Warranty and sealing clauses. [Witnesses as in no. 49]1.

1 Nicholas 'de Lymis' is here 'de Lugdun' and Richard Juvenis is here styled 'Ricardo Juvene de Bristoll'.

For the date, see note to no. 41.

Quitclaim by Reginald Bagge to Henry de Gaunt, master of the almonry of St. Mark, and his successors of all his land lying in Frogmerestrete between the land of Gilbert le Coler on the one side and the land of Roger Gyngyure on the other, which he had held of the fee of the said master, together with houses and all other appurtenances. For this the said master has given him 2 marks of silver. Warranty and sealing clauses. \[Witnesses as in no. 49\].

Charter of Rocelin the Tanner (Tannator) giving to Reginald de Fyshyd all the land, with its appurtenances, in Frogmerestrete which he had in frank marriage with Margaret his wife lying between the land formerly the said Reginald’s on the west and the land which was Roger Gingiure’s on the east, and extending from the street in front to the land of the hospital of St. Mark of Billeswick behind: to hold to him and his heirs of the donor and his heirs, rendering 4s. 6d. yearly by equal portions at Christmas,

1 In the heading he is called ‘Gilbert le Coler’.
2 Nicholas ‘de Lymis’ is here ‘de Lyuns’.
Easter, the Nativity of St. John the Baptist, and Michaelmas, and at each change of heirs a pair of white gloves or a halfpenny, whichever they shall choose. For this Reginald has paid him 2s. by way of entry. Warranty and sealing clauses. 'Hiis testibus Simone Clerico tunc maiore Bristoll'. Willelmo filio Nicholai. et Waltero Myttelyme tunc prepositis eiusdem ville Roberto Corder'. Willelmo Bald'. Willelmo Deuoniens'. Gilberto cum Colera. Thoma Deuoniens'. Willelmo Bykyll'. Ricardo Urry. Roberto Hod. Waltero Huldsey. Nicholao Clodmanger. Roberto le Pougan. Alewy Carpint'. Roberto Costard et aliis'.

Simon the Clerk appears as mayor in a deed dated Nov. 1244 (Bristol Archives 5139 [2]): the names of the reeves are not given there. Although he was mayor again in 1250 (see Appendix II), the names of the other witnesses suggest 1244-5 as a likely date.

59

Quitclaim by Rocelin, son of Rocelin the Tanner, to Henry de Gaunt, master of the almonry of St. Mark, &c., as the chief lord, and to his successors, [f. 42v] of all his right in a yearly rent of 3s., which he had by grant of Margaret, his mother, issuing from the land in Frogmerestrete which was held by Reginald Bagge of the fee of the said almoncy, in exchange for a rent of 3s. which the said Henry has been accustomed to take from the land held by Hugh Legg' at the time of making of this writing, as specified in Henry's charter to him. Warranty and sealing clauses. [Witnesses as in no. 49].

60

[ Circa 1250-1]

Quitclaim by Ralf Morell and Juliana Kepe, his wife, to Henry de Gaunt, master of the almonry of St. Mark &c., as to the chief lord, and to his successors, of all their land in Frogmerestrete in the suburb of Bristol. For this [f. 43] Henry has given them 16s. sterling. For the greater security of this grant they have delivered to Henry their charter of feoffment of the same, willing that if any other deed of feoffment of the same be found in their possession it shall be held null and cancelled. 'Hiis testibus Gilberto de Merleberg' et Nicholao de Lyons tunc prepositis Bristol'. Jacobo la Warre. Willelmo de Bello Monte. Willelmo filio Nicholai. Roberto de Mertoc. Roberto Cordario et aliis'.

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57
The witnesses, including the reeves, are almost the same as the witnesses to no. 49 and this may be assigned to about the same date.

61  
Quitclaim by Juliana Kepe, in her lawful widowhood, to Henry de Gaunt, master of the almonry of St. Mark, &c., as chief lord, and to his successors, of all the land which she once held in Frogmerestrete in the suburb of Bristol, and all her right therein. For this Henry has given her 16s. sterling. Clause of warranty. For the faithful observance of this undertaking, she submits herself to the jurisdiction and authority of the dean of Bristol for the time being, so that, if she challenges or withdraws from this agreement, the dean may proceed to her solemn and public excommunication in all the churches of Bristol. She undertakes, nevertheless, to pay any expenses in which the said master or his successors may be involved by reason of her withdrawal before she may be held fit to obtain absolution, renouncing also all right of recourse to the remedies of canon law or royal prohibitions or any legal action which might damage the interests of the said Henry and his successors. Sealing clause.

Limits of date are provided by no. 60 and by the retirement of Henry de Gaunt in 1269.

62  
Charter of Eglentine, widow of Richard le Bolurin,1 in her lawful widowhood, giving and quitclaiming to Henry de Gaunt, master of the almonry of St. Mark &c., as chief lord, and to his successors, all her land in Frogmerestrete which she held of his fee, lying on the south side of the street between the land held by Juliana Kepe on one side and the land held by Eva de Kerdyff on the other, with all her rights therein; in exchange for an annual rent of 5s. which the said Henry has been accustomed to take from the land which Hugh de Leg' holds at the time of this present writing, in the street which runs in front of the gate of the Friars Preacher of Bristol, as specified in Henry's charter to her. Warranty and sealing clauses. [f. 44] [Witnesses as in no. 49].

1 Called in heading 'le Bulerin'. Although in form this is identical with the deeds immediately preceding, the heading calls it a charter.
Charter of Eva, widow of Robert de Kerdyff, ratifying the gift by Robert, her son, heir of the said Robert de Kerdyff, to Henry de Gaunt, master of the hospital of St. Mark, &c., of all the land which Robert her husband formerly held in Frogmerestrete, as more fully appears in the charter of Robert her son to the said Henry. 'Hiis testibus Rogero de Berkeham tunc maiore Bristoll'. Willelmo de Brug'. Clerico. et Johanne Kenefege tunc prepositis. Willelmo filio Nicholai. Roberto Cordario. Roberto de Mertok. Jordano de la Hume. Roberto Bagge. et multis aliis.'

Roger de Berkham was mayor, with William de Bruges and John Kenefege as reeves, in 1252–3 (nos. 65, 114: Bristol Archives 5139 [452]).

Charter of Elias de Stoke, burgess of Bristol, giving to Henry de Gaunt, master of the almonry of St. Mark, Bristol, and his successors serving God therein, all the land lying between the almonry of St. Augustine and the way known as Frogmerestrete which he held, with its appurtenances, in the suburb of Bristol, together with an annual rent of 12d. which he had been accustomed to pay to the said almonry: to hold in pure and perpetual alms. Warranty and sealing clauses. 'Hiis testibus Johanne Wyssy tunc maiore Bristoll'. Rogero de Cantok. Rogero de Berkham. Willelmo de Veym. Johanne [f. 44v] de Berwyk. Roberto Cilmainan et aliis.'

John Wyssy or Wissy was mayor in 1272–3 (no. 148). Ricart's list assigns his mayoralty to 1271–2.

Agreement made in the 37th year of King Henry III between Henry de Gaunt, master of the almonry of St. Mark, &c., and the master, brethren and sisters of the hospital of St. Bartholomew, Bristol, whereby Henry de Gaunt grants to the master, brethren and sisters a rent of 12d. to be taken annually at the feast of St. John the Baptist from the house of Hugh Leg', which lies on the south side of the house of the Friars Preacher in exchange for an annual rent of 12d. from the house once Robert de Kerdyff's in Frogmerestrete which the master, brethren and sisters had by
the bequest of the same Robert, now deceased, together with the arrears thereof of the past 8 years. Sealing clause. 'His testibus Rogero de Bereham tunc maiore Bristol'. Willelmo de Brug' Clerico. Johanne Kenfeg' tunc prepositis dicti municipi. domino Alexandro Croke milite. Willelmo filio Nicholai. Rogero Clerico. et aliis.'

For the date see note to no. 63.
For the Hospital of St. Bartholomew (at the foot of Christmas Steps) see the article by Miss R. Graham in *V.C.H. Gloucs.*, ii, 118-9, and Miss M. Holmes, 'St. Bartholomew's Hospital, Bristol: Some New Material', *Trans. B.G.A.S.*, lxiv (1955), 180-7. Cf. no. 118.

[4 Dec. 1335]

Charter of Roger Cantok, clerk, giving to Nicholas de Actone, his kinsman, all his garden called Billeswyk' in the suburb of Bristol, with all hedges, walls, ditches and other appurtenances thereof, to hold to the said Nicholas, his heirs and assigns, of the chief lords of the fee by the accustomed services. Warranty and sealing clauses. 'His testibus Hugone de Langebruge. tunc maiore Bristoll'. Stephano Spycer. Thoma Troper. eiusdem ville ballivis. Rogero Torele. Ricardo de Chelrey. et Rogero Beufer.' Bristol, Monday after St. Andrew the Apostle, 9 [Edward III].

Nos. 66-80 record the descent in the mid-fourteenth century through various owners to St. Mark's of a 'garden called Billeswyk', which seems to have been on the slopes of Brandon Hill.

Master Roger Cantok, clerk, son of Roger Cantok, bailiff of Bristol in 1272, died in 1349, being then seised of the manor of Dyrham, Gloucs., and two manors in Bucks., which he held for the term of his life and a year thereafter, by demise of Theobald Russell (*Cal. Inquisitions Post Mortem*, Edward III, ix, 283). He also held property in Bristol, part of which he used to endow a chantry in the Priory of St. Mary Magdalene and in Holy Trinity Church, Bristol, in 1331 (*G.R.B.*, iii, 188-90).

In this and the following documents (nos. 67-72) the regnal year and the king's name in the dating clause, or both, have been omitted in the MS.

[22 Dec. 1335]

Charter of Nicholas de Actone giving to Robert de Assheton a rent of one clove annually issuing from a certain garden called Billeswyk' in Billeswyk' in the suburb of Bristol, which garden is held for life by Master Roger Cantok of the donor, and grant also
of the reversion of the said garden after the death of the said Roger: to hold the rent and the reversion of the garden, with hedges, ditches and garden walls appurtenant, to him, his heirs and assigns of the chief lords of the fee by the accustomed services.


The grantor, who is described in the MS. heading as Nicholas de Asshe [ton], was probably of the same family as John de Acton, who was found to be heir of Roger Cantok in 1349 (no. 66). His connection with Robert de Assheton mentioned in this and later deeds is not clear.

68 [22 Dec. 1335]

Letter of attorney by Nicholas de Acton, appointing master Roger Cantok to attorn to Robert de Assheton for a rent of one clove issuing from a certain garden called Billeswyk' which Roger holds for life of Nicholas. Bristol, Friday after St. Thomas the Apostle, 9 Edward [III].

69 [16 Jan. 1336]

Quitclaim by Roger Cantok to Robert de Assheton, the elder, of all his right in the garden called Billeswyk', saving a farm in the said garden which he had given to Simon de Appurley, specified in the indenture between them. Codrynton', 16 Jan., 9 [Edward III]. 'Hiis testibus Johanne de Weston'. Ada Mortefreyd. [f. 46] Johanne Joachym. Thoma de Leigrove. Johanne Borard et aliis.'

70 [24 April 1337]

Charter of Robert de Asshetone, the elder, giving to Vincent Flytare of Berdstaple, burgess of Bristol, his garden called Billeswyk' with hedges, ditches and walls appurtenant, to hold to him, his heirs and assigns, of the chief lords of the fee by the accustomed

¹ Word omitted in MS. Comparison with no. 66 suggests that this should read 'Rogero Beauver'.

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71

Letter of attorney by Robert de Asshetone, the elder, appointing Simon Apperleygh, burgess of Bristol, his attorney to deliver seisin to Vincent Flytare of Berdstaple of his garden called Billeswyk' [as in no 70] [f. 46v] Assheton by Bristol, 24 April [11 Edward III]. 'Hiis testibus Petro de Romeney. Johanne de Lym'. Alexandro Bonefaunt et aliis.'

72

Release and quitclaim by Robert de Asshetone, the elder, to Vincent Flytar' of Berdstaple, burgess of Bristol, of all his right in the garden called Billeswyk' [as above, no. 70]. Warranty and sealing clauses. Bristol, 27 April, A.D. 1337 [11 Edward III]. [Witnesses as in no. 70].

[f. 47]

73

Charter of Henry le Flytar' of Bardstaple, brother and heir to Vincent Flytar' of Bardstaple, late burgess of Bristol, giving to Robert Gyene, burgess of Bristol, his tenement, with a croft adjacent in the rear, and the appurtenances thereof, called Billeswyk, situated in the suburb of Bristol between the tenement formerly held by William Clouterbouk on the east, and the lane (Venellam) called Wodwellestrete and the tenement of the abbot of St Augustine, Bristol, on the west; and the croft lies in breadth between the tenement formerly of Thomas Russell on the east, and the land of the said abbot on the west; the said tenement and croft extend in length from the king’s highway (a via regia) in front to the land of the said abbot behind. To hold to the said Robert, his heirs and assigns, of the chief lords of the fee by the
services pertaining thereto. Warranty and sealing clauses. Bristol, Friday after St. Katherine the Virgin. 'His testibus Rogero Turcle Stephano le Spycer. Joceo de Reyni. Johanne Horne­

For Robert Gyene, see note to no. 29.
The 'lane called Wodewellstrete' may be identified with the 'Wode­
welleslane' which formed part of the boundaries of Bristol when it was
created a county in 1373 (Bristol Charters, 1155–1373, ed. Harding,
p. 154). It followed the line of the modern Jacobs Wells Road, and the
properties mentioned here probably lay on the lower slopes of Brandon
Hill.

74 [1337–40] Quit claim by Henry le Flytare to Robert Gyene [f. 47v] of his
tenement and croft in Billeswyk [as in no. 73]. Bristol, Monday,
St. Lucy the Virgin. [Witnesses as in no. 73].

75 [Circa 1340] Charter of Robert Gyene, burgess of Bristol, giving for the
health of his soul and the souls of Margaret, his wife, and Vincent
le Flytare of Barnestaple and all his ancestors and successors, to
God [f. 48] and St. Mary and St. Mark and to brother Ralph,
master of the hospital of St. Mark of Billeswyk', and the brethren
serving God there, all his tenement and croft called Billeswyk'
[as in no 73.] to hold in free, pure and perpetual alms. Warranty
and sealing clauses. Bristol, Monday after St Matthew the
Apostle. 'His testibus Rogero Turcle. Stephano le Spycer.
Johanne Wycombe. Edmundo Reyny. Willelmo le Smyth'.
Johanne Dosy et aliis.'

76 [3 Feb. 1340] Letters patent of Edward III, granting licence in mortmain,
on payment of a fine by Robert Gyene of Bristol, for the said
Robert to grant a messuage [f. 48v] and 2 acres of land, with their appurtenances, in the suburb of Bristol, to the king's beloved master and brethren of the house of St. Mark of Billeswyk by Bristol, to hold to them and their successors for the purpose of finding a regular chaplain, one of the brethren of the said house, who shall celebrate in their church daily and for ever for the good health of the said Robert while he is alive, and for his soul after death, and for the souls of Margaret, his wife, and of Vincent, [de Barstaple] and of all the faithful deceased, saving, however, to the chief lords of the fee their due and accustomed services. 'Teste Edwardo Duce Cornub' et Comite Cestr' filio nostro carissimo Custode Anglie.' Kenyngton, 3 Feb. [14 Edward III].


Charter of Thomas de Coventre, burgess of Bristol, granting to William Yonge a yearly rent of 10s. issuing from a tenement with a garden adjacent and their appurtenances in the suburb of Bristol in Billeswyk' between the land of the master of the house of St. Mark, and the land of the abbot and convent of St. Augustine, Bristol, which tenement and garden are held by John Sperke, John his brother and Thomas Brewur for the term of their lives by demise of the grantor. Grant also to William, his heirs and assigns, of the reversion of the premises after the deaths of the said John, John his brother, and Thomas, [f. 49] holding them from the chief lords of the fee by the due and accustomed services. Warranty and sealing clauses. Bristol, Monday after St. Lawrence the Martyr, 34 Edward III. 'Hiis testibus Thoma Babecary tunc maioire ville Bristoll.' Waltero Derby et Johanne Stoke tunc eiusdem ville ballivis. Thoma Juhyne et Henrico de Cobyn- don' tunc dicte ville senescallis. Johanne Brewar. Johanne Bolt. Johanne Botman et multis aliis'.

Thomas de Coventre was elected a member of the Common Council of Bristol in 1349, and was again a member circa 1350. (L.R.B., ii, 20–1).
Charter of John de Bydeforde, of Bristol, chaplain, giving to Thomas Russell, burgess of Bristol, his tenement, with houses, curtilages, garden and all appurtenances, which lies at Billeswyk by Bristol between the land formerly of master Thomas Aillard and Henry at Cley and the land of the abbot of St Augustine, formerly of Elias de Axebrugge, and which extends from the street in front to the land formerly of Thomas Coker behind, which tenement the donor had by gift of Florence de Wichwelle, to hold to him, his heirs and assigns, of the chief lords of the fee by the due and accustomed services. For this Thomas Russell has given him a sum of money with which he is content.

Quitclaim by John de Bidiforde, chaplain of Bristol, to Thomas Russell, burgess of Bristol, of all his right in a tenement in Billeswik' [as in no. 78]. 'His testibus Joceo de Reygny. Roberto at Warre. Nichola de Roberwe et aliis.' Datum &c.'

Quitclaim by Margery de Bydeforde, widow of Robert de Bideforde of Bristol [f. 50] to Thomas Russell of all her right in a tenement in Billeswik' [properties and witnesses as in no. 78] 'Datum &c.'

Notification by David Dudbroke and John Draper, burgesses of Bristol, executors of the will of John Droys, late burgess of the same town, stating that according to the custom of the town of Bristol hitherto approved it has been lawful for any burgess of the town to give, bestow and assign in his last will and testament
such lands and tenements as he had acquired during his life in the town and suburb thereof, as if they were chattels, to whomsoever he pleased, and thus the said John Droys in his last will and testament directed that his said executors, with the supervision of Thomas Blounte, should sell, among other of his lands and tenements, a garden with its appurtenances called Chilcombe-garden' lying in the suburb of Bristol in Frogestrete, between the toft of the vicar of the church of St Augustine, Bristol, and the croft of the master of the house of St Mark on one side, and the garden of William Besille and John Spyne on the other, and extending from the said street in front to the close of Thomas Derham in the rear, which garden John Gybbes now holds, and that the money thus raised should be converted to pious purposes, according to the disposition and ordinance of the said David and John Draper, as is more fully contained in the will of John Droys. The said David and John Draper, being anxious to carry out faithfully the last will of the testator as contained in the testament of the said John Droys, as they are of right bound to do, give notice that they have sold and by this present writing granted the said garden with its appurtenances to William Neele, burgess of Bristol, to hold to him, his heirs and assigns, of the chief lords of the fee by the accustomed services. They have appended their seals, but since their seals are not well known, they have procured the attachment of the seal of the mayoralty of Bristol. 'Hiis testibus Johanne Neuton tunc Maiore ville Bristoll'. Johanne Leycestre tunc vicecomite eiusdem ville. Johanne Langley et Thoma Hallewey tunc ballivis eiusdem ville. Johanne Haddon seniore. Johanne Downynge. Ricardo Nele. Ricardo Fynche. Johanne Bolton et aliis. Datum &c.'

John Droys was sheriff of Bristol in 1405 and mayor in 1407, 1409–11, 1415 and 1417 (L.R.B., i, 137; ii, 44, 55, 81, 110, 216; Cal. Bristol Deeds, ed. Bickley, p. 74). His will, drawn up on 24 Jan. 1417, was proved before the mayor and sheriff of Bristol on 14 March, 1418 (Bristol Wills, ed. Wadley, pp. 99–100). Most of his property was left to his wife, Isabel, for her life. A messuage in Christmas Street was bequeathed to William Nele and Alice, his wife.

John Newton was mayor of Bristol, with John Langley and Thomas Hallewey as bailiffs, in 1418–9, and John Leicester, appointed sheriff in the previous year, was still in office in Oct. 1418 (Latimer, Trans. B.G.A.S. xxvi, 130): so this document may be assigned to Sept.–Oct. 1418.

For the custom of devise by will in Bristol, see G.R.B., i ('Burgage Tenure in Mediaeval Bristol'), 60–3, 66–70.

'Chilcombescrofte' or 'Chilcumbesgarden' probably lay on the rising ground above Frog Lane, on the lower slopes of Brandon Hill.
Charter of Nicholas Neele, son and heir of William Neele, lately burgess and merchant of the town of Bristol, giving to John Wyne, clerk, all his croft or garden with the appurtenances, called Chilcombescrofte alias Chylcombesgarden lying in the suburb of Bristol in Billeswyk between the land or croft of the abbot and convent of St. Augustine, Bristol, on the east, and the land or croft of the house of St. Mark of Billeswyk and the land of Hugh Broke on the west, and extending from the street in front to the land or croft of John Sherpe behind. To hold to him, his heirs and assigns of the chief lords of the fee by the due and accustomed services. Clause of warranty. He has appended his seal, but since it is unknown to many, he has procured the attachment of the seal of the mayoralty of Bristol. William Canynges, mayor of the town of Bristol, has caused the seal of his office to be attached at the special request of the said Nicholas. 'Hiis testibus Johanne Shipward. Johanne Stanley. Willemo Pavy. Willelmo Howell'. Johanne Bagott et aliis. Datum &c.'

William Canynges the younger was mayor in 1441-2, 1449-50, 1456-7, 1460-1 and 1466-7. Most of the persons mentioned in this deed had sons of the same Christian name, and since no trace can be found of Nicholas Neele in contemporary documents, it is difficult to date this exactly. 1449-50 seems the likeliest date: several of the witnesses appear together in ordinances made in that year (John Sharp the elder, John Shipward the elder, William Pavy the elder and William Howell): G.R.B. ii, 125, 129. Nos. 83-4 can be assigned to the same date.
of Bristol in Billeswyke: to hold to him, his heirs and assigns according to the form and effect of his charter of grant thereof. 'Datum &c.'

85 (II July 1485)

Will of John Wyne, clerk, dated II July, 1485, bequeathing his soul to God and the Virgin and all the saints, and his body to be buried in the church of the hospital of St. Mark. Bequests: 40s. to the cathedral church of Chichester; his larger missal and his processional book to the parish church of Ovyng, Chichester diocese; his bible, glossed, with Nicholas de Lira, to master Richard Aspynhall; an annuity of 46s. 8d. to his brother, John Wyne, at the hands of his executors; 40s. to Joan, wife of the same John; 53s. 4d. yearly to Thomas Wyne, if he intends to seek holy orders, for as long as it shall last, or until he reaches the age of 25, to be paid by his executors; 26s. 8d. to John Hert, his servant; 20s. to Thomas Milward, his servant; 10s. to William Cones, his servant. He bequeaths all his goods, then or later to be found within the hospital of St. Mark, or within the franchise or liberty of the town of Bristol, to be disposed by William Wyne, master of the hospital. The residue of his goods not bequeathed or disposed he commits to his executors to be disposed of for the safety of his soul. Executors, William Wyne, his brother, master of the hospital, Master Richard Aspynhall, John Robert, his servant, and Joan, wife of John.

The Franciscan theologian, Nicholas of Lyra (died circa 1349), was best-known for his commentaries on Scripture, and enjoyed considerable popularity in the fifteenth century: his works are mentioned in many wills of that period (e.g. Register of Henry Chichele, Archbishop of Canterbury, ed. E. F. Jacob, Canterbury and York Society, ii, (1937), 255, 312, 401).

86 (1235-45)

Agreement between Jordan son of Alured de Berkeley and Henry de Gaunt, master of the almonry of St. Mark of Billeswyk in Bristol, witnessing that Jordan has given to God and the Blessed Mary and the almonry of St. Mark of Bristol and to Henry de Gaunt, master of the same, and the chaplains there
serving God and their successors, in free, pure and perpetual
alms the houses which were of Henry the Archdeacon, son of
Robert Hardynge, opposite the church of St. Augustine the Less
in Bristol, with a garden and with all their appurtenances and
liberties: to hold freely and quietly &c., of the donor and his
heirs, rendering therefor on behalf of the donor and his heirs 2s.
yearly by equal portions at Michaelmas and Easter to the abbot
and convent of St. Augustine, Bristol, for all service and secular
demand. For this Henry de Gaunt has given Jordan 40 marks
sterling in consideration (in gersuman). Warranty and sealing
clauses. [f. 52v] 'Hiis testibus domino Roberto de Gournay. domino
Johanne de Campo Florum. domino Rogero Ailard. domino
Jacobo la Warre tunc maiore Bristoll'. Ricardo la Warre. Johanne
la Warre filio Petri la Warre. domino Willelmo de Tyverton.
domino Rogero de Veym. Thome1 de Westun. domino Thoma
Bergham. Rogero Clerico et alis'.

Nos. 86–107 concern the hospital
property in the land lying along the
modern College Green, opposite the church of St. Augustine the Less,
and its tenements in St. Augustine’s Back, beside the Frome.
Despite his name, the grantor cannot be identified with any contempo­
rary member of the various branches of the Berkeley family (Alured
or Alfred was never a Berkeley name) nor with any known descendant
of Robert FitzHarding. He was probably brother and heir of Walter,
son of Alured de Berkeley (no. 90). Cf. Jordan de Bracelegh (no. 32).
Henry the Archdeacon is generally said to be the fifth son of Robert
FitzHarding (Smyth, Lives, i, 54–5; Jeayes, p. 10) and not his brother,
as this charter has it, and the description of him as Henry ‘son of Hard­
ing’ (filii Hardynge) is very probably to be explained by the copyist’s
omission of the words ‘son of Robert’ (filii Roberti filii Hardynge).
Henry was Archdeacon of Exeter in 1158, and afterwards, through
the influence of his patron, Henry II, Dean of Mortain and Archbishop­
elect of Dol: he died in Rome on the eve of his consecration in Aug.
1188 (Le Neve, Fasti Ecclesiae Anglicanae, ed. Hardy, i, 392; Eyton,
Court, Household and Itinerary of King Henry II (1878), p. 291).
For the dates of James la Warre’s mayoralities, see Appendix II.

87

Charter of Jordan son of Alured de Berkeley giving the houses
which were of Henry the archdeacon [&c., as above: witnesses
as in no. 86]2

For the grantor, see note to no. 86.

1 Sic.
2 Roger Ailard is not described as dominus: Roger de Veym appears
‘Weym’.
Charter of Matilda de Novo Burgo daughter of Jordan Fitz-Harding (fili Jordanfit) and Maurice her son, giving to God and the church of St. Mary of Margam and the monks there serving God their land and house in Bristol, with their appurtenances, which lie towards St. Augustine (versus Sanctum Augustinum) and which were formerly of Turstan Beublanc: to hold to the said monks in perpetuity freely and quietly &c., rendering yearly to God and the church of St. Augustine of Bristol and the canons there serving God 2s. at Michaelmas for all service and claim. For this the monks have given Matilda 26 marks of silver and to Maurice her son one bezant. Warranty and sealing clauses.

This is the first of a series of charters (nos. 88-94) which provide important evidence for the origins of the family of La Warre, which figures so prominently in Bristol during the late twelfth and early thirteenth century. Jordan FitzHarding witnessed the agreement between his brother, Robert FitzHarding, ancestor of the Lords Berkeley, and Henry, duke of Normandy, in 1153, and was also a pledge for the marriage contract between Robert and Roger de Berkeley circa Nov. 1153. He appears again in a charter of circa 1173 (Jeayes, pp. 2, 6, 11). It was suggested by A. S. Ellis (in his pedigree of the early Berkeleys inserted in Smyth's Lives, p. 20) that Jordan was the ancestor of the Lords La Warr and of the related La Warres or Warres, who became absorbed into Bristol mercantile society. This suggestion is strengthened by the evidence of the cartulary. The presence of John la Warre, his son, Jordan, and Peter, probably his brother, as the leading lay witnesses suggests their kinship with the grantor, Matilda de Novo Burgo (perhaps Newport, Mon., or Newburgh, near Cardiff). Peter la Warre granted to Margam Abbey, circa 1216, his land opposite the church of St. Augustine the Less between the land of Richard Gunde-wine and Mary the widow (W. de Gray Birch, History of Margam Abbey (1897), p. 203; G. T. Clark, Cartae et alia munimenta . . . de Glamorgan (Cardiff, 1910), iii, 886-7). Land immediately adjacent to it was in the hands of James la Warre, probably Peter's nephew, some years later (no. 97). John la Warre, clearly a kinsman of James and Peter, was abbot of Margam from 1237 to 1250 (afterwards bishop of Llandaff 1253-6) (Birch, op. cit., 249, 264, 266) and had been a monk there some years before (no. 89). The tenure of lands in Billeswick by the La Warres suggests that they had been given by Robert FitzHarding, lord of Billeswick, to his brother Jordan FitzHarding. See also note to no. 94. Abbot John was abbot of St. Augustine's 1186-1216, but this charter cannot be earlier than 1213, when Margam alienated the land it had acquired from Matilda de Novo Burgo. Richard the Cordwainer (as appears from no. 91) was brother of Roger the Cordwainer, mayor of Bristol in John's reign and one of the king's supporters in 1215 (Bristol Charters, 1378-1499, ed. Cronne, pp. 61, 64, 74, 75).
89  [1213-16]

Quitclaim by brother John, abbot of Margam and the convent of the same of all their right in the house and land which were of Turstan Beaublanc towards St. Augustine in Bristol to master Michael, parson of the church of Magor, [f. 53v] to hold to him and his heirs freely and wholly &c., saving the rent of 2s. which Michael is bound to render yearly to the church of St. Augustine of Bristol; for which grant Michael has given them 23 marks. Sealing clause. 'Hiis testibus domino R. priore Sancti Augustini. Willelmo Camerario Ricardo Ailard Rogero filio eius. Petro la Warre et multis aliis.'

Brother John de Goldcliff became Abbot of the Cistercian abbey of Margam, co. Glamorgan, in 1213 (Birch, op. cit., p. 197) and the sale of the land which the abbey had acquired from Matilda de Novo Burgo must have taken place soon after: on 20 Nov. 1216 a royal mandate was issued to the men of Bristol directing them to give seisin of the land to Michael de London, rector of Magor, Mon., of which he had been unjustly deprived. (Rotuli Litterarum Clausarum (Record Comm.), i, 294). William the Chamberlain granted land and shops in Small Street and in the 'goldsmith's place' by St. Nicholas Church to Margam Abbey before 1237 (Clark, op. cit., iii, 890-3).

90  [Early Henry III]

Notification by Michael de London, rector of the church of Magor, that he has sold to Walter, son of Alured de Berkeley, his houses in Bristol, with their appurtenances, for 50 marks of silver, to hold to him and his heirs and to whom he may wish to assign it. Michael binds himself to warrant them to Walter, and if he cannot warrant them, he binds himself by his oath and by these letters sealed with his seal to pay 50 marks of silver to Walter at his demand without any objection, cavil or excuse, submitting himself in this to the jurisdiction of the archbishop of Dublin and the bishop of Llandaff, who may oblige him to make payment by means of interdict or excommunication, and renouncing all appeals, exceptions and benefits of law. He undertakes to make compensation if Walter should incur expense or loss by reason of his default.

For Walter son of Alured de Berkeley see note to no. 88.
Charter of John, abbot of St. Augustine, Bristol, and the convent of the same granting to the monks of Morgan that they should hold the house which was of Turstin Belblanc freely of the grantors, rendering yearly to their church 2s. for all service pertaining to them. Sealing clause. 'Hiis testibus Johanne la Warre. Rogero Cord' et Ricardo fratre eius. Jordano Rufo Petro Ailard et multis aliis.'

For the date see note to no. 88.

Charter of brother Roger, abbot, and the convent of Margon granting and demising in perpetual farm to the master and brethren of St. Mark, &c., and their successors all their land, with a garden and other appurtenances, which immediately adjoins the house (mansioni) of the said brethren of Billeswyk, which land they had by gift of master Peter la Warre, son of sir John la Warre: to hold to them and their successors of the grantors and their successors freely and quietly, &c., rendering to the grantors and their successors 10s. sterling yearly at Michaelmas for all exaction and demand. If the master and brethren should default in payment, they shall pay a half-mark by way of penalty together with the principal of the rent. Power to the grantors and their successors to re-enter and retain the said land &c. after 3 such penalties. Warranty and sealing clauses. 'Hiis testibus Reginaldo de Peines tunc maiore Bristoll'. Rogero de Cantok. Johanne de Lydeyarde. Gilberto le Spenser. Salekyn Revewarde Et multis aliis.'

Reginald de Peines (or Panes) was mayor of Bristol and Roger de Cantok and John de Lydyard were bailiffs in 1267–8 (nos. 1, 139). Birch (op. cit., p. 376) assigns Abbot Roger (II) to the early 14th century, but cf. the charter cited by him on pp. 143–4, which confirms the evidence of this charter that there was an Abbot Roger at Margam in the later years of Henry III.

Charter of brother David ap Rice, abbot, and the convent of the monastery of the Blessed Mary of Margam, reciting that they have inspected the [preceding] charter of abbot Roger, and because they find that the said land and garden is now of less value, of their
special grace they have released and quitclaimed to Thomas de Over, master, and the brethren of St. Mark 40d. of the 10s. annual rent which they have been accustomed to receive, as stated in the charter of their predecessors. Grant, further, that the master and brethren shall hold the land and garden in perpetuity rendering yearly to them and their successors 6s. 8d. for all service and demand. Power to enter and distrain for arrears and costs in the event of default of payment. Sealing clause. [f. 55] Bristol, Thursday before St. Lawrence, 45 Edward III.

There is no Abbot David at this date in the list given by Birch, *op. cit.*, p. 376.

94  
[Circa 1250–1]

Charter of James le Warre of Bristol, giving to Henry de Gaunt, master of the almonry of St. Mark of Billeswyke, the brethren of the same and their successors, a yearly rent of 9s., with all his right therein, which he had been accustomed to take from his houses and land in the parish of St. Augustine the Less, Bristol, lying between the land formerly of John le Warre, his father, on one side and a stream called Baselibrok, on the other, namely, 2s. from the land which Richard Topsam holds, 12d. from the land formerly William Wythlynge's, 2s. from the land which Richard Palmer of Pisa (*Palmerius de Pisa*) holds, and 4s. from the land which was Richard Godewyn's: to hold to them and their successors of the donor and his heirs freely and quietly &c. By way of exchange, the said Henry de Gaunt has given him an equivalent rent of 9s. which Henry has been accustomed to take from the land once held by Peter le Warre, formerly the grantor's uncle, in Bradstrete. Warranty and sealing clauses. 'Hiis testibus Elia Longo. tunc maiore Brist'. Gilberto de Merlebrige. Nicholao de Lyons tunc prepositis Brist'. Willemo Clerico. Simone Clerico. Willelmo de Bello monte. Ricardo Juvene. Roberto Fardeyn'. Thoma la Warr'. Rogero de Cantok. Roberto Cord'. Willelmo Baldwyn' burgensi Brist' et multis aliis.'

For the date see note to no. 49.

Together with nos. 88 and 92, this charter makes it possible to suggest a tentative pedigree for some of the early La Warres of Bristol, although it is not possible to connect all of them. Sir John la Warre (no. 92) was probably the man to whom John, count of Mortain gave the manor of Brislington, Somerset (*Comp. Peerage*, iv, 139). His eldest son,
Jordan (d. 1231), (no. 88) succeeded him there, and was the ancestor of the Lords La Warre; another son was Peter la Warre, clerk, the benefactor of Margam Abbey, a third son, John la Warre (fl. temp. John) was father of James la Warre, mayor of Bristol, who probably died soon after 1251, and perhaps of David la Warre, constable of Bristol Castle, circa 1230 (Bristol Charters, ed. Cronne, p. 45, where further references to the La Warres are given).

[f. 55r] 95 [Circa 1250-1]

Agreement between James la Warre, burgess of Bristol, and Henry de Gaunt, master of the almonry of St. Mark, &c., whereby the said James binds himself and his heirs to warrant to Henry de Gaunt and his successors all that land with a garden and the appurtenances thereof in the parish of St. Augustine the Less, as more fully expressed in James' charter of the same [v. no. 96]. If it should happen that Henry or any of his successors be impleaded of the premises, and James or his heirs cannot make warranty, James undertakes for himself and his heirs to pay 10 marks within 3 months to Henry or his successors for the making of the said warranty. James holds himself bound in this respect in good faith, renouncing all exceptions, cavils, and remedies of law. [Witnesses as in no. 94].

96 [Circa 1250-1]

Charter of James la Warre of Bristol, giving, for the health of his soul and of the souls of his father and mother all their ancestors and successors, to Henry de Gaunt, master of the almonry of St. Mark, &c., and the brethren there serving God, in free, pure and perpetual alms, all the land, with a garden, lying within the parish of St. Augustine the Less, which is immediately adjacent to the land and garden of the said almonry of St. Mark, and which John le Warre, his father, and Agnes, wife of John, and mother of James, held during their lifetime: to hold to them and their successors fully, freely and quietly &c. of the donor and his heirs, so that they shall answer to none save God in their prayers. For this Henry has given him 100s. sterling. Warranty and sealing clauses. [Witnesses as in no. 94].
Charter of James le Warre giving to Richard le Paumer all his land in the street of St. Augustine which lies between the land formerly of Richard Gundwyne and [f. 56v] that of William Wytlynge, and extending from the street in front to the wall of Henry de Gaunt in the rear, to hold to him and his heirs and assigns of the donor and his heirs, and rendering yearly to the donor and his heirs a rent of 2s., and in the minority of heirs one pound of pepper. Richard and his heirs and assigns shall be free to give, exchange or sell the land to whom they wish, whether religious persons or Jews. Richard has given the donor 2 marks in return for this grant. Warranty and sealing clauses. 'Hiis testibus Simone Clerico tunc maiore Bristoll'. Willelmo filio Nicholai et Waltero Mitlyme. tunc prepositis eiusdem ville. Gilberto de Merleberge. Willelmo de Bellomonte. Ricardo le Juenae. Ricardo Frent. Philippo Frent. Ricardo de Lichefeld. Nicholao de Pysa. Willelmo Burgeis. Clerico et alii.'

For the date see note to no. 58.

Charter of Richard the Palmer of Pisa, Bristol, granting to Henry de Gaunt, master of the house of St. Mark, &c., and the brethren of the same, the right to make a drain four feet in width if they think it expedient, on the land of the said Richard, which adjoins the land and curtilage of the said Henry de Gaunt, as far as the tide-level in the river Frome (usque ad ascensum maris qui est in flumine de Frome) which lies on the south side of the houses and land of the said Richard. [f. 57] The said Henry shall begin work on the drain at the southern end beside the Frome rising towards the houses and land of the said Richard, and shall be allowed to build the drain underneath the houses and land of the said Richard towards the land of the said house of St. Mark. The depth of the drain should be such as to allow the growth in the soil above it of vegetables and herbs, but trees shall not be planted there. Henry and his successors are to have free entry upon and exit from the said land for the making and repair of the drain as often as the work demands. The course of the drain shall be marked out with stones placed thereon that it may easily be found should it be necessary to regain it. If Henry or his successors
should be negligent in making repairs for longer than fifteen days after they have seen that repair is necessary, Henry undertakes, for himself and his successors to submit to the control of the dean of Bristol for the time being, by whom he should first be warned, and later, if necessary, compelled to make the repair. If the dean proves negligent in exercising this compulsion, it shall fall to the mayor and bailiffs of Bristol for the time being, who shall be able to compel the said Henry or his successors to make the repair without claiming it as due from a lay fee (absque reclamatione ipsius Henrici vel successorum suorum in feodo laicali debito). Henry and his successors shall repay to Richard and his heirs any loss or damage incurred through delay in repair. The right of making the drain is granted to Henry and his successors in free, pure and perpetual alms, so that they shall answer to none save God in their prayers, and they shall hold the said drain freely and quietly, &c. Clause of warranty. Alternate seals have been appended to the two parts of this chirograph. 'Hiis testibus Jacobo la Warre tunc maiore Bristoll'. [f. 57v]. Thoma Longo. Willelmo Clerico. Elia Longo. Simone Clerico. Ricardo le Jeovene. Elia Aky. Nicholao de lemis. Radulpho de Olepenne Clerico et aliis.'

This interesting agreement cannot be earlier than 1240, when the Frome was diverted from its original course to a new channel across St. Augustine's Marsh and a new harbour created along St. Augustine's Back (Seyer, Memoirs of Bristol, ii, 18–29; Bristol Charters, ed. Cronne, p. 38; and for the agreement between St. Augustine's and the citizens of Bristol, 24 March, 1240, G.R.B., ii, 89–90). Before this considerable work was complete, it would have been impracticable to run a drain as far as the original course. Richard the Palmer's property probably lay on St. Augustine's Back, and the drain ran in a direct line from the hospital buildings to the river (in the vicinity of the modern Denmark Street): see map in Seyer, op. cit., ii, 28. The later limit of date is provided by the mayoralty of James la Warre (Appendix II).
all their land on the south side of the drain which Richard le Palmer, father of the said Margery, gave to them, and all their right in the said drain, above and below. They have given also to the master and convent a strip of land five feet wide on the northern side of the drain, running from the stone wall on the western side, to the stone wall on the east: to hold to them and their successors of the donors and their heirs in free, pure and perpetual alms. It shall be lawful for the master and brethren to enclose the land and drain with a stone or earth wall, or with fencing or a hedge, and to repair their close as often as necessary without interference from John and Margery or their heirs. The master and convent, not wishing John and Margery to suffer loss thereby, have given them 30s. and have remitted also to John and Margery and their heirs a yearly rent of 6d. which John and Margery were accustomed to render for a messuage adjoining the drain. [f. 58] In order that John and Margery may be free of all demand for the rent, and the master and convent enjoy the land, John and Margery will warrant the land and drain to the convent and their successors in perpetuity. Alternate seals have been appended to this chirograph. 'Hiis testibus Reginaldo de Panes. tunc maiore Bristoll. Johanne le Clerk. Sanekyno Reveward. prepositis. Rogero de Cantok. Adam de Wynton. Willelmo le Veyni. Johanne Wyssy. Ricardo de Melcheborne et aliis'.

100

[1269–90]

Notification by John, son of Nicholas Carpenter of Newport, and Margery, daughter of Richard le Palmer of Pisa, Bristol, reciting their grant to the master and hospital of St. Mark of land adjoining the drain [as in no. 99]. They have received from the master and brethren 12 marks of silver by way of loan for their urgent business, and will make full satisfaction therefor, provided the profit (fructus) of the money in the meantime be not reckoned with the principal. Sealing clause.

[f. 58v]

101

[25 March 1290]

Agreement made on the Annunciation of the Blessed Virgin, 18 Edward I, between Margery, daughter of Richard the Palmer, burgess of Bristol, deceased, and brother Robert, master of the house of St. Mark, &c., and the brethren of the same, whereby
the said Margery, in her lawful widowhood, has demised at farm to the master and brethren all her tenement with a curtilage and appurtenances beside the Back in the parish of St. Augustine the Less, which she has held of the fee of the master and brethren in chief, to hold of her and her heirs for a term of 39 years from the said feast of the Annunciation. For this the master and brethren have given her £18 sterling. Warranty and sealing clauses.

'Hiis Testibus Petro de la Mare. tunc Constabulario Bristoll'.
Ricardo Draperio tunc maiore. Galfrido Godeshalf. Simone de Bourton tunc prepositis eiusdem vile. Johanne de Crandon'.
Egidio de Barneleby Clerico. Rogero Felyf. David Carpentar'.
Rogero Tinctore et aliis.'

[f. 59]
St. Augustine's Back

102

Charter of Margery Palmer, in her lawful widowhood, giving and releasing (dedi, concessi, remisi et quietum clamaui et hac presenti carta confirmavi), for the health of her soul and for the souls of her father and mother and of John Clement, late her husband, and of John, her son, to God, the Blessed Mary and the Blessed Mark the Evangelist, and to brother Robert, master of the house of St. Mark, &c., and the brethren of the same, all her tenement with a curtilage and appurtenances beside the Back in the parish of St. Augustine the Less: to hold of her, her heirs and assigns, in free, pure and perpetual alms, to them and their successors. Warranty and sealing clauses. [Witnesses as in no. 101]

103

[ Circa 1250]

Quitclaim by Richard Topsam [f. 59r] to Henry de Gaunt, master of the almonry of St. Mark, &c., as to the chief lord, of all his right in his curtilage lying in the parish of St. Augustine the Less between the land formerly of John la Warre and Agnes his wife and the land which was of William Wythling, namely, without the chamber of the said Richard: to hold to him and his

1 Marginal in hand of MS. at head of folio: de bacca S. Augustini.
2 Richard Draper is here 'le Draper'; Roger Felyf is here 'Philippo'.

successors in free, pure and perpetual alms, for the souls of his mother and father and all his ancestors. For this Henry has given him 20s. in pence. Warranty and sealing clauses. "Hiis testibus Simone Clerico tunc maiore Bristoll'. Rogero Bercham et Willelmo Bemund prepositis. Jacobo la Warre. Jordano de la hamme. Roberto le Cordir. Stephano le draper et aliis.'

No dated deeds have been found which show Simon the Clerk as mayor with these reeves, but the names of the witnesses here and in no. 104 suggest a date before rather than after 1250.

104 [Circa 1250]

Quitclaim [in like terms] by Edith, widow of Wytlinge, to Henry de Gaunt &c. of all her land lying between the land formerly Richard Topsam's and the land of Richard le Paumer, being 66 feet in width, and extending in length 88 feet from the wall raised between [the land of] Henry de Gaunt and Richard Topsam towards the land of the said Henry. [f. 60] For this quitclaim, and in aid of the maintenance of her children, she has received from the said Henry 12s. sterling. Warranty and sealing clauses. "Hiis testibus Simone Clerico tunc maiore Bristoll'. Willelmo de Bello Monte et Rogero de Bercham tunc prepositis Bristoll'. Jacobo la Warre. Willelmo tunc vicario Sancti Augustini. Roberto le Cordir. Willelmo Baldwyn et aliis.'

For the date see note to no. 103.

105 [Circa 1250]

Quitclaim [in like terms] by William son of William Wythynge and Edith his wife to Henry de Gaunt, master of the hospital of St. Mark &c. and his successors of all their right in the land formerly of his father and of Edith his father's wife, which Edith had granted to the hospital. [f. 60v] [Witnesses as in no. 104.]

106 [Circa 1250]

Quitclaim [in like terms] by Anastasia daughter of William Witlynge and Edith his wife to Henry de Gaunt, master of the hospital of St. Mark &c. and his successors of all her right in her [f. 62r] father's land, which Edith had granted to the hospital. [Witnesses as in no. 104.]
Agreement, dated at Pentecost, 1288, between Cecily, widow of Laurence the Palmer, sometime burgess of Bristol, lessor (traden­
tem) and Hugh de la Marine, lessee (recipientem), whereby Cecily, in her lawful widowhood, has leased to Hugh her shop with its appurtenances situated in the suburb of Bristol in the street of St. Augustine, between the land which is of the fee of the abbot of St. Augustine on the south and another shop, which William Russell, the blind man, holds of Laurence and Cecily on the north, and extending from the same street in front to the land of the house of Gaunt (domus de Gaunt) behind. Hugh and his heirs and assigns shall hold the premises from the said feast of Pentecost to Michaelmas next following, and from Michaelmas [f. 61v] next for a term of 13 years, rendering yearly 4d. to the said house of Gaunt and competently maintaining the premises during the said term. If Cecily and her heirs should wish to alienate the said shop in any other way, Hugh and his heirs and assigns shall have the right of pre-emption for 12d. For this grant of farm Hugh has paid Cecily a satisfactory sum. Warranty and sealing clauses. 'Hiis testibus . . .' [names omitted].

Charter of brother Laurence, proctor of the hospital of St. John of Redcliffe (de Radecliua) and the brethren and sisters of the same giving to Robert Balle a croft lying next to the pasture of St. Brendan, which the recluse (reclusa) held: to hold of them and their successors to him, his heirs and attorneys, rendering 12d. yearly by equal portions at Hokday and Michaelmas, with licence for him to give, mortgage, sell or exchange the same croft except to Jews and religious. For this grant Robert has paid 2s. by way of entry. [f. 62] Warranty and sealing clauses. 'Hiis testibus Helia capellano Sancti Michaelis. Philippo capellano de Wynter­borne. Johanne capellano. Radulfo Bennok. Willelmo filio Johannis. Rogero filio sacerdotis. Rogero de gardino. Jacobo diacono qui hoc scriptum fecit et multis aliis.'

The leper hospital of St. John in Redcliffe was founded by John, count of Mortain, and the foundation was confirmed by him as King in 1208. The article by Miss Rose Graham in V.C.H. Gloucs., ii, 119, gives no names of masters or wardens before 1321.
According to R. M. Clay, *Hermits and Anchorites of England* (1914), pp. 70–1, 91–2, there was already a cell on the top of Brandon (i.e. St. Brendan's) Hill by 1192. A chapel existed for a recluse by 1313 and in 1350 there is reference to an anchoress there.

There is no indication of date except that this must be earlier than no. 109.

**109**

Charter of Henry Balle giving to Henry de Gaunt, master of the almonry of St. Mark, &c., and the chaplains and clerks there serving God, a croft with its appurtenances lying beneath the mount of St. Brendan by Bristol, which he held of the master and brethren and sisters of the hospital of St. John Baptist of Redcliffe (de la Redclyue), together with the charters which he had from the hospital concerning the croft: to hold to them and their successors freely and quietly &c. For this gift Henry de Gaunt has paid him 4 marks of silver. Sealing clause. 'Hiis testibus Simone Clerico tunc maiore Bristoll'. Henrico Adrian. Martino de la Corderie tunc bailivis. Willelmo de Bello monte. Ricardo Juvene. Rogero de Bercham. Roberto Kylmayn et aliis.'

No dated deeds have been found in which Simon the Clerk appears as mayor with these reeves. Henry Adrian was reeve in 1258 (no. 120) and mayor probably in 1260–1 (nos. 160–4). Roger de Bercham was mayor in 1252–3 (nos. 63, 65) and in 1258 (nos. 120–1). Together with the names of the other witnesses, this suggests a date between 1250 and 1260.

**110**

Agreement between Juliana, widow of Henry Balle, and brother Thomas, master of the house of St. Mark by Bristol, [f. 62v] and the brethren of the same, dated the morrow of Michaelmas, 2 Edward I, whereby the said Juliana, in her lawful widowhood, has quitclaimed to the master and brethren and their successors all her right in her land and garden lying upon the mount of St. Brendan beside the land of the almonry of St. Augustine, which the master and brethren had acquired by gift of the said Henry Balle. In return for this grant, the master and brethren and their successors will pay annually to Juliana 12d. and half a quarter of beans by equal portions at Christmas, Easter, the Nativity of St. John the Baptist, and Michaelmas. Sealing clause. 'Hiis testibus Sanekino Reveward. Gilberto de Espic'. Petro la Martre. Johanne del Bek. Johanne de Melles. Willelmo le Norres et aliis.'
Quitclaim by brother Thomas, master of the hospital of St. John of Redcliffe (de la Redcliffe), Bristol, and the brethren and sisters of the same, to Henry de Gaunt, master of the house of St. Mark, the priests and clerks of the same, and their successors of a certain rent of 12d. previously taken by them from a croft held of them by Henry Balle and lying beneath the mount of St. Brendan by Bristol. Grant also that the master, priests and clerks shall have free access to the croft, which they had obtained by gift of Henry Balle, without let or hindrance. [f. 63] Clause of warranty, according to the tenor of the charter between the hospital of St. John and Robert father of the said Henry Balle, notwithstanding the clause in that charter enabling the said Robert to give, sell, mortgage or alienate the said croft except to Jews and religious persons. For this Henry has given them a mark of silver. 'In cuius rei testimonium huic carte nostre sigillum commune domus nostre unacum signo nostro speciali apposuimus. Hiis testibus domino Simone Clerico tunc maiore Bristollie. Rogero de Bertham. Petro de Martre. Willelmo Adryan. Willelmo de Veym. Rogero de Hildesley. Henrico Wymund' clerico et aliis'.

This must be later in date than no. 109 and before 1269, when Henry de Gaunt resigned the mastership of St. Mark's. For St. John's Hospital, Redcliffe, see no. 108, note.

Charter of Robert le Corder (Cordarius)1 of Bristol, giving for the health of his soul, to Henry de Gaunt, master of the hospital of St. Mark, and the chaplains and clerks there serving God, a croft situated upon the mount of St. Brendan and extending from the croft of Henry Balle on the south to the great street (magnum vicum) of Bristol on the northern side, and between the land of the prior of St. James on the west and the croft of Alice Gundwyn on the east, to hold to them and their successors in free, pure and perpetual alms, saving to the chief lord an annual rent of 20d. [f. 63v] Warranty and sealing clauses. 'Hiis testibus Johanne de Salso marisco milite. Jordano la Warre de la Knolle milite. Simone Clerico tunc maiore Bristolli'. Willemto de Bello monte. Johanne Wyssy. Willemto de Veyni. Willemto Adryan et aliis.'

Sir Jordan la Warre of Knowle was a knight by 1260. The later limit of date is provided by the resignation of Henry de Gaunt in 1269.

1 Called 'le Corder' in the heading.
Writing of William Aylward, stating that whereas a disagree­
ment had arisen between him and Henry de Gaunt master of the
house of St. Mark in Billeswyk concerning the payment of a rent
of 3s. which Henry Aylward his father had been accustomed to
pay to Bartholomew de Brues and his heirs for the land which
he had of the said Bartholomew lying in Bromhull in the suburb
of Bristol, and for a rent of 6s. which Adam le Pavor was wont to
pay him with all things issuing therefrom, and for the land which
lay between the land of Maurice le Tyke and the land which was
of Agnes de Stonehous with all rents issuing therefrom, all which
lands and rents the said Henry, his father, freely and of his good
will, had granted to the said master and brethren of the said house,
and when Henry de Gaunt by force of a certain royal writ compel­
led the said William to make payment of the said rent, the dispute
was thus settled in the presence of sir Elias de Cumba, steward of
Bristol, Roger de Bertham, mayor of Bristol, and Roger de Cantok
and Robert Kylmayna reeves of the same, and other lawful men,
burgesses of the same; viz., that the said William freely binds
himself, his heirs and assigns for ever to observe the whole agree­
ment and confirmation of the charter granted by Henry his
father to the said master and brethren [f. 64] and he grants also
that he, his heirs and assigns shall pay the rent of 3s. to the master
and brethren each year for ever at the accustomed terms of
Easter and Michaelmas. He grants further that the master and
brethren shall have the same power to distrain on him and his
heirs if they cease to pay at the said terms as Bartholomew and
his heirs formerly had, provided that, upon receiving the rent, the
master and brethren shall acquit William and his heirs and assigns
with the heirs of the said Bartholomew. For the faithful obser­
vance of all this, he grants, for himself and his heirs and assigns,
that by whatever form of compulsion the master and brethren
may choose, he and his heirs can be compelled to abide this
obligation by means of all their goods, chattels and land movable
and immovable, wherever they may be found, if they break
any prescription or article of the foregoing, renouncing all recourse
to the royal courts, and promising to repay all costs sustained by
the master and brethren by reason of the default of the said Wil­
liam or his heirs and assigns. He admits also that in proving of
such costs and expenses, the word of the master shall be sufficient
for him and his heirs, without the need of producing witnesses on
behalf of the said master and brethren. Sealing clause. 'Hiis

Roger de Bercham was mayor in 1252–3 (nos. 63, 65) and again appears as mayor in a deed dated 4 Sept. 1258 (no. 120), but in neither case with the reeves named here. According to Ricart, p. 30, he was mayor in 1257, with Hugh Michell and William de Berwyk as reeves: the names of the reeves are confirmed in no. 419. This document, therefore, is probably later than 1252 and before 1260.

Elias de Cumba attests a number of Gloucestershire charters of the mid-13th century as late as 1278 (Jeayes, pp. 104–47 passim) and also witnessed grants by Henry de Berkeley, lord of Dursley, of land in Ozleworth to Kingswood Abbey (E. S. Lindley, ‘Kingswood Abbey, its lands and mills’, *Trans. B.G.A.S.* lxxxiii (1954), 172–3). He acquired rents and services in Wike (probably Wick near Berkeley), temp. Henry III (Jeayes, p. 129).

The description of him as steward of Bristol is puzzling. It seems most unlikely that he was steward of the gild merchant (*G.R.B.*., ii, 24 ff.; *Bristol Charters*, ed. Cronne, p. 66). Ricart’s list of civic officials (Kalendar, pp. 30–3) replaces the reeves with stewards between 1267 and 1310, but in this document there were clearly reeves in office when the disputing parties appeared before them. The position of steward was obviously of considerable dignity since he precedes the mayor and reeves in the witness list, and it is probable that he was steward of the lord of Bristol when the town was not in the king’s hands. If this is so, this quitclaim may be dated after Feb. 1254, when Bristol was given to the Lord Edward (Cal. Patent Rolls, 1247–58, pp. 272, 285, 365).

Quitclaim by Adam le Pavier and Juliana his wife to Henry de Gaunt, master of the hospital of St. Mark of Billeswick, as to the chief lord, and to his successors, of all their land lying upon the hill called Bromhull in the parish of St. Michael in Bristol. They have also delivered to the said Henry the charter of feoffment of the said land made to them by Henry Ailward, and are willing that if any other writing concerning the land shall be found in their possession or in that of their heirs, it shall be held to be void and of no effect. Clause of warranty. For this Henry de Gaunt has remitted to them 30s. sterling from the arrears of an annual rent owed by them from the said land before the making of this writing. Sealing clause. Monday after St. Andrew the Apostle, 37 Henry III. [f. 65r] ‘Hiis testibus Rogero de Berkham tunc

115 [Circa 1250-1]

Charter of John, son and heir of Henry Aylward, granting to God and the Blessed Mary and to Henry de Gaunt, master of the almonry of St. Mark, &c., and the brethren there serving God, and their successors, in free, pure and perpetual alms, all his right in a rent of 1d. which he has been accustomed to receive yearly at Michaelmas from land lying in Stepestrete (in vico de Stepestrete), Bristol, between the land which was Thomas Fresell's on the north and the land of William Nicholas on the south: to hold to them and their successors, answering to none save God in their prayers. Warranty and sealing clauses. 'Hiiis testibus Elya Longo tunc maiore Bristoll'. Willelmo Clerico. Willelmo filio Nicholai. Gilberto de Merlebrige. Nicholao de lymis. Willelmo de Bello monte. Waltero de Paryce et aliis.'

For the date, see Appendix II (mayoralty of Elias Long).

[f. 65v] 116 [Circa 1250-1]

Charter of Cecily Aylewarde, in her lawful widowhood, granting [in like terms] to Henry de Gaunt, &c., all her right in a rent of 1d. issuing from land in St. Thomas Street, Bristol, lying between the land of Richard Bernard on the north and the land of Hugh Wombestreng' on the south. [Witnesses as in no. 115].

117 [Circa 1250-1]

Charter of Nicholas Aylewarde granting [in like terms] to Henry de Gaunt, &c., all his right in a rent of 1 lb. of cumin which he had been accustomed to take [f. 66] from Elias Harange and Isabella, his wife, from land with buildings thereon in the street called Broadmead (latum pratum) in the suburb of Bristol, lying on the south side of the street, between the land which Jordan de Fonte held to the west and the land which Thomas 'Stagnator' held to

118 [Circa 1235-45]

Notification by Geoffrey, called Prior of St. Bartholomew, Bristol, stating that at the request and instance of Isabella, widow of Henry Ayleward of Bristol, and of Henry de Gaunt, master of the house of St. Mark of Billeswick, he had accepted the keeping of a charter concerning a yearly rent of 3s. which the master and brethren take from a shop in the street called Brodmede, lying on the south side of the street close to the land sometime Philip Aileward’s, which rent Isabella has given to the master and brethren, in return for quittance of a rent of 3s. payable to the heirs of Richard de Bruys for the land of Bromehull, which the said Henry, her late husband, [f. 66v] granted to the master and brethren in free, pure and perpetual alms, as contained in his charter [no. 119]. Geoffrey has undertaken the custody of the charter until such time as Isabella shall provide the master and brethren with another similar or better rent, after which he will return the charter to her. If she dies before making such provision, he will deliver the charter to the master and brethren. In witness whereof he has attached his seal at the request of Isabella and Henry de Gaunt. ‘Hiis testibus Jacobo la Warre. Willemo Clerico. Willemo Bello monte. Simone Clerico. Elia Oky. Johanne de Berwyke. Roberto de Kylmanam. Henrico Langbord. et aliis.’

Cf. note to no. 65. If (as was claimed in 1324–5) the Hospital of St. Bartholomew was founded by Sir John la Warre, father of Roger, 1st lord la Warr, then this deed (1235–45) must belong to the early years of the house. Sir John was a minor on the death of his father, Sir Jordan la Warre, in 1231 (Comp. Peerage, iv, 139). Brother Geoffrey was probably the first prior (the head of the house was later called master).

119 [1239–40]

Charter of Henry son of Ailward giving, for the health of his soul and the souls of Isabella his wife and his ancestors and successors, to God and the Blessed Mary and the church of the
Blessed Mark of Billeswyk and the master and brethren there serving God all the land upon Bromehull’ in the suburb of Bristol which he had from Bartholomew, his nephew, a dovecote, a rent of 6s. which Adam le Pavor used to pay to him, and all his land lying between the land of Maurice Tyke and the land which was of Agnes Stonehous, with all rent issuing therefrom and all appurtenances: to hold in free, pure and perpetual alms, answering to none save God in their prayers. [f. 67] Warranty and sealing clauses. ‘Hiis testibus domino Ricardo Aylward tunc maiore Bristoll’. domino Willelmo Clerico. domino Rogero Ailard. Johanne le Seler. Willelmo de Bello monte. domino Jacobo la Warre. et Rogero de Oxon. clerico et aliis.’

120

[4 Sept. 1258]

Agreement made at the feast of the Translation of St. Cuthbert 42 Henry III, between Henry de Gaunt, master of the house of St. Mark, &c., and Luke de Brues, whereby Henry has demised to Luke that land in Bristol which the said Henry formerly held and after him was held by Walter Gynegone and his wife, and which the said Walter and his wife, in the presence of the community of Bristol and on the day and place aforesaid, have restored and demised to Henry, to hold freely and quietly &c. for the term of their lives. Henry gives licence for Luke to build upon and improve the land in such way as seems best to him, provided that he does not alienate it by sale or exchange, and that after Luke’s death Henry or his successors shall have full enjoyment of the land without hindrance or complaint. Warranty and sealing clauses. ‘Hiis testibus domino Rogero de Bercham tunc maiore Brist’. dominis Martino de Topfelde. Henrico Adryan. tunc prepositis Brist’. Willelmo de Veym. Willelmo Adryan. Henrico Wymund clerico et aliis.’

[f. 67v]

121 [1258–9]

Charter of Luke de Brues giving to Henry de Gaunt, master of the house of St. Mark, &c., and his brethren there serving God, the Blessed Mary and the Blessed Mark, the rent which Bartholomew de Brues, his forebear, or the heirs of the said Bartholomew were accustomed to receive for certain land in Bromhull’ in the suburb of Bristol and for a rent of 6s. which Adam le Paveor used to pay to Henry Ailward: to hold in free, pure and perpetual alms. Warranty and sealing clauses. [Witnesses as in no. 120].
Charter of Walter Cote, burgess of Bristol, giving to Vincent de Barstaple, his fellow-burgess (conburgensi eiusdem ville) and his heirs or assigns, a yearly rent of 10s. issuing from his tenement in the street called Lewensmede, lying between the tenement of the hospital of St. Bartholomew on the one side, [f. 68] and the tenement formerly Robert Snow's on the other, and extending from the street in front to the land of the said hospital behind. Vincent and his heirs or assigns, shall be able to enter and distrain upon the property, as often as necessary, for the non-payment of the rent, and to keep the distress until they shall be fully satisfied of all arrears of the rent. For this grant Vincent has paid the grantor a sum of money with which he declares himself satisfied. Sealing clause. 'Hiis testibus Rogero Turtle tunc maiore Bristoll'. Roberto Gyane et Roberto de Wryngton tunc ballivis eiusdem ville. Rogero Sewell'. Thoma Rosselyn'. Rogero Blanket. Willelmo de Dreycote. Waltero de Tokenton et aliis'. Bristol, Monday after the Exaltation of the Holy Cross, 9 Edward III.

Letter patent of Walter Cote, burgess of Bristol, stating that whereas he has granted to Vincent de Bardestaple his tenement in Lewensmede [as in no. 122] he now grants also that if he should wish to sell, mortgage, let at farm or in any other way alienate it, the said Vincent shall have the right of pre-emption for half a mark less than anyone else shall wish to pay. [f. 68v] Bristol, Monday after the Exaltation of the Holy Cross, 9 Edward III.

Letters of Clement de Romeney, executor of the will of Vincent de Bardestaple, late burgess of the town of Bristol, reciting that since King Edward III, by letters patent, granted licence to the master and brethren of the house of St. Mark &c. to acquire, to them and their successors for ever, 5 marks of land and rent with their appurtenances; and further, since by the custom hitherto obtaining and approved in the city and suburb of Bristol,

1 This document has no heading in the MS.
BRISTOL

it is lawful for any burgess of the same town and suburb to bequeath by his last will, to whomsoever he pleased, tenements acquired by him in the said city and suburb, as if they were chattels; and thereupon the said Vincent, late burgess of Bristol, by his last will and testament, willed and bequeathed, as chattels according to the said custom of Bristol, to the master and brethren of St. Mark and their successors, 10s. of annual rent which he had acquired in the suburb of Bristol from Walter Cote, with the intent that the said master and brethren and their successors should celebrate annually for the said Vincent in their church. The said Clement, as he is bound by his oath to do, has now delivered full and peaceful seisin of the rent of 10s. to the master and brethren, to hold to them and their successors [f. 69] as part of the 5 marks annual rent specified in King Edward's letter patent. He has attached his seal, but since his seal is unknown to many men, he has procured the attachment of the seal of the community of Bristol also in witness of truth. Bristol, Monday after the Decollation of St. John the Baptist, 14 Edward III.

The licence to acquire 5 marks of land and rent in mortmain of 1337, referred to above, is no. 28. St. Mark's acquired further property from Vincent le Flytare of Barnstaple through Robert Gyene as his trustee nos. 29, 70–6). Vincent of Barnstaple was M.P. for Devon in Feb. and April 1328. His will, requesting his burial in St. Mark's, and containing a large number of bequests to the hospital, is in Cal. Patent Rolls, 1340–3, pp. 181–2.

1251

Copy of record of an assize of novel disseisin before Robert de Cheddre, mayor of Bristol, Elias Spelly and Henry Wivelescombe, bailiffs, in the guildhall according to the custom of the town. Walter Brunynge, master of the house of St. Mark &c., levied a plea against Isabella, daughter of Geoffrey Martyn, William Clerk, brewer (Breware), Walter Taunton, William Portlond, Robert Charine, John Cherleton, and William Tanner, whereof the master made complaint that he had been disseised by the said Isabella, William Clerk, Walter, William Portlond, John and William Tanner of 10s. of annual rent, with its appurtenances, issuing from one messuage in the suburb of Bristol in Leowynnesmede,

1 This document has no heading in the MS.
and upon which he offered title to the court, and said that a
certain Walter Cote was seised of the said messuage in his demesne
as of fee, and the said Walter gave and by his charter confirmed
the said 10s. of rent to Vincent Berstaple, his heirs and assigns,
granting also that the said Vincent should have the right, if the
rent was in arrears in whole or in part, to enter and make dis-
traint, and retain the distress until he was fully satisfied of the
rent and arrears. [f. 69v] The said Vincent was seised of the rent
in his demesne as of fee during time of peace in the reign of the
present King, and by his last will and testament granted it to the
master and brethren. By reason of this bequest the then master
was seised and so the said house of St. Mark was seised until
the 18th year of the present King, as of right &c. In proof whereof
the said master produced in court before the said mayor and
bailiffs a charter of William Cote to Vincent Berstaple, dated
18 Sept. 1335.¹ and a charter of Clement Romeney, executor of
Vincent Berstaple, dated 4 Sept. 1340.² Afterwards on Tuesday
after St. Augustine, 38 Edward III, [28 May 1364] the said master
took one hand-mill price 20d., in the said messuage, by reason of
arrears of rent from the first term of Michaelmas 18 Edward III,
and thus was seised of the said rent by way of distress as
Isabella and the others were disseised. Upon this, the said Isab-
ella and the others left the court to discuss the matter, and
afterwards the said Isabella came in person, and made answer as
tenant of the said messuage, and said that she could not refute
the action of the said master nor the right of the said house nor
the seisin of the said masters, as related against her and her
fellows, &c. Then Isabella, in the presence of mayor and bailiffs
and other worthy persons, paid the 10s. rent of the first year, and
Isabella granted for herself, her heirs and assigns, that she would
pay the rent to the master and his successors yearly for ever.
At the special request [f. 70] of the mayor and bailiffs and other
worthy persons there present, the master released to Isabella all
arrears of the rent, except the 10s. aforesaid, which the master
received for the rent of the first year. Since this testimony is
public, general notification is made by the present writing. In
witness of this copy, the seal of the mayoralty of Bristol has been
attached. Bristol, 8 April 39 Edward III.

¹ no. 122.
² no. 124.
Charter of John la Warre, son of Herbert la Warre, giving to Laurence the Mercer, that acre of land in the street of St. Nicholas, which lies between the land formerly of Giles the goldsmith and the land formerly of Jordan Germunde, to hold to him and his attorneys of the donor and his attorneys, rendering yearly 3s. for all services saving only the relief due from each heir. On the making of this grant, Laurence gave the grantor certain white gloves by way of recognisance. Warranty and sealing clauses.


Lawrence the Mercer gave 6d. rent of assize for the endowment of lights in All Saints Church, Bristol, circa 1255 (E.G.C.F. Atchley, 'Some Documents relating to the Parish Church of All Saints, Bristol', Archæological Journal lviii (1901), 157–9.) Dr. Veale assigned a deed in which Lawrence the Mercer appears to circa 1247 (G.R.B., i, 262), and the names of the witnesses further suggest a date circa 1250.

Charter of John, son of Robert White, mercer, of Bristol, and his heirs, that land which is of the fee of Hawisia de Gournay beside the church of St. Nicholas within and without the wall, rendering 5s. yearly for all services saving only a pipe of wine by way of relief on the entry of each heir of Laurence. Sealing clause.


For the date, see note to no. 126.

Hawisia de Gournay was daughter and heiress of Robert de Gournay, of Barrow Gurney, Somerset, and first wife of Robert 'de Were', son of Robert FitzHarding: she died before 1168. (Smyth, Lives, i, 20).

Charter of Alice, widow of Laurence le Mercer of Bristol, in her lawful widowhood, giving to God and the Blessed Mary and the Blessed Mark and to Henry de Gaunt, master of the house of St. Mark in the suburb of Bristol, and the chaplains and clerks there

1 Word omitted in MS.
serving God, for the health of her soul and that of Laurence her late husband, a house situated in St. Nicholas Street in the said town, between the house of Walter Rop' on the east and the house of Odo Brunynge on the west, which Laurence had bequeathed to her in his last will because he had bought it from their joint goods: to hold to the master, chaplains and clerks, and their successors in free, pure and perpetual alms, free of all demands saving a rent of 3s. due to the chief lords of the place. [f. 71] The master, chaplains and clerks have granted, of their charity, that Alice and her late husband shall be remembered, each year upon the day of their deaths, as sharing in the good works done in their college. Sealing clause. 'His testibus Stephano de Gnwyshall tunc Decano Bristoll'. Rogero de Berkham tunc maiore eiusdem municipi. Waltero de Parys. Nicholao de lyons. Willielmo Nest. Roberto Cordario. Roberto de Mertok. Henrico de Lychefelde Clerico qui hanc cartam composuit et aliis.'

Stephen de Gnwyshall (or Gnosall) was still vicar of All Saints and not yet dean of Bristol when he witnessed a deed of Nov. 1254 (Atchley, loc. cit. p. 159). He became dean soon after and was later a canon of Westbury College (1265) and perhaps dean of Westbury, 1285–90 (Wilkins, Westbury College, p. 63; A. H. Thompson, 'Notes on the Ecclesiastical History of Henbury', Trans. B.G.A.S. xxxviii (1915), 105.)

129 [Circa 1234–42]

Charter of John the Cook, son of William the Cook of Wells giving, with the assent of Juliana, his wife, and his heirs, to Ranulf the Clerk, his brother, his messuage in Bristol, with all appurtenances, liberties and free customs, lying in the street of Baluenestrete between the house of the abbot of St. Augustine's on the south and the house of Roger the smith on the north: to hold to him and his assigns of John and his heirs, rendering 12d. yearly to the chief lord of the fee for all services. John and his heirs bind themselves to warrant the messuage and its appurtenances to Ranulf or his assigns; if they cannot warrant it, John will provide a reasonable exchange from his demesne in Wells. Sealing clause. 'His testibus domino Willielmo Abbate Sancti Augustini de Bristoll'. [f. 71v] Johanne Sellar'. Willielmo de Bello monte. Hamone Clerico. 'Juele Clerico et multis aliis.'

Nos. 129–148 concern a number of properties which were given to St. Mark's by William de Ermington (no. 137), in return for a corrody for
him and his sons. They include property in Wells (nos. 129–30, 142–3), a messuage in Baldwin Street, Bristol, which William acquired from Rannulf the Clerk, land in Temple Street, acquired from Hawisia la Mercer, and land in Frome Bridge Street (later Christmas Street) which Hamo the Clerk had given to William de Ermington in marriage with his daughter, Ellen.

Abbot William of Bradstone of St. Augustine’s (1234–42) was succeeded by William Long (1242–64), but, by reference to no. 130, it seems likely that this may be assigned to the time of the first Abbot William.

130

Charter of John the Cook, son of William the Cook of Wells, confirming the gift which Rannulf the Clerk, his brother, had made to William de Ermington and his assigns of the messuage &c. in Baldwin Street which John the Cook gave to the said Rannulf. John the Cook holds himself bound to give warranty to William and his assigns in such wise as was provided for warranty to Rannulf and his assigns in John’s charter to Rannulf. Sealing clause. ‘Hiis testibus domino Willelmo Clerico tunc maiore Bristoll’. Willelmo de Beaumont et Gilberto de Merlebrige tunc de Bristoll’ prepositis. Petro Clerico. Amando Clerico. Johanne Selar. Willelmo de Englysby. Mauricio de Salsomarisco. Ricardo de Ermingtonha. Joelo Clerico. Gregorio Clerico et aliis.’

According to Ricart, William the Clerk was mayor of Bristol in 1242–3, with William de Beaumont and Robert de Kilmainham as reeves, and this seems a likely date for his mayoralty. One of the witnesses, Hamo the Clerk, gave land to William de Ermington in June 1244, with William the Clerk as witness (No. 136).

131

Charter of Hawisia la Mercer, daughter of Reginald le Mercer, and widow of Hermer (Hermeri), giving to William de Ermington and his heirs all her land with buildings and other appurtenances in Temple Street in the suburb of Bristol, lying between the house of John Gille and the house of the said William, which William holds of the donor in fee, [f. 72] rendering yearly to the donor, her heirs or assigns 18d. of silver by equal portions at Michaelmas, Christmas, Easter and the Nativity of St. John the Baptist for all services. For this William has given her 41s. sterling by way of entry. The donor and her heirs will warrant the land &c. to William and his heirs or assigns and will acquit it of landgable to the chief lords. ‘Hiis testibus Amando Clerico.
From the presence of Hamo the Clerk and Peter the Clerk in the witness list, this may be assigned to about the same date as no. 130.

132  
[16 March 1267]

Obligation whereby William de Wintonia grants that if he defaults in payment of the rent which he ought to pay to William de Ermingtonona, his heirs and assigns for the tenements which he holds of the said William in the town of Bristol or the suburb thereof, William de Ermingtonon shall have full power to distrain all other his tenements in the said town and suburb until he is fully satisfied of the arrears. Bristol, Wednesday after St. Gregory the Pope, A.D. 1267. 'Hiis testibus Roberto de Kylmeynam. Petro aurifabro. David Longo. Gilberto Speciario. Hugone Palmere. Ada de la More. Johanne de Templo Clerico et aliis.'

133  
[Circa 1226-44]

Deed of sale and quitclaim1 by Roger, son of Andrew of Frome Bridge (de Ponte Frome) to Hamo the Clerk of all his right in the land, with buildings and appurtenances, between the gate and the bridge of Frome which was formerly his father's, for 10 marks paid to him by Hamo. Warranty and sealing clauses. 'Hiis testibus Rogero Aylard. Willelmo Clerico. John Sellar'. Ada Horhee. Petro Clerico. Ricardo Aylard. Jacobo la Warre. Ricardo Coco. Ricardo Corduan'. Pagano le Noble. Roberto Had'. Johanne Clerico. et aliis.'

Hamo the Clerk or le Clerk was holding a rent in Bristol of the Abbot of St. Peter's, Gloucester, in 1226-7, and, with Dionisia, his wife, was party to a fine in Bristol in 1235-6 (G.R.B., i, 181-2). In July 1231 he was ordered, with Henry Langbord, to deliver certain monies to the sheriff of Gloucs. (Patent Rolls 1226-32, p. 442). He was dead before 1268 (no. 140). Nos. 133-5 may be dated between circa 1226 and 1244, when Hamo the Clerk gave this land in Frome Bridge Street to William de Ermington, who married his daughter, Ellen. The eldest son of this marriage, Thomas de Ermington, (nos. 139-42), was dead by 1274, when his brother, Elias, confirmed their father's grants to St. Mark's. Frome Bridge Street (as appears from no. 135) lay between St. John's Gate and Frome Bridge and is an early name for the street later known as Christmas Street.

1 Heading in MS. is Carta Rogeri filii Andree de Ponte Frome.

Quitclaim by David, son and heir of Walter Chop' and Isolda his wife, to Hamo the Clerk, his heirs and attorneys, of all his right in the land formerly of Andrew of Frome Bridge lying in the street between the gate of St. John and Frome Bridge in the suburb of Bristol. Sealing clause. 'Hii testibus Elia Longo tunc maiore Bristoll'. Gilberto de Merlebrige. Willemo Clerico. Willemo de Ermynton'. Rogero de Cantok. Ricardus de Pisa. Roberto de Pisa. Johanne Rufo. Rogero Clerico et aliis.'

Charter of Hamo the Clerk, burgess of Bristol, giving to William de Ermynton' all his land in Fromebrigestrete, namely that which he had bought from Roger, son of Andrew of Fromebrigestrete, and 4s. of rent of assize from the house of Walter de Parys in St. Nicholas Street [f. 73v] to hold to him, his heirs and assigns, rendering yearly to the donor, his heirs and assigns 1d. or one pair of gloves. Warranty and sealing clauses. 'Hii testibus Jacobo la Warre. Willemo Clerico. Thoma Long. Vincencio filii Amandi Clerici. Willemo de Sloghter. Randolfo de Wyke. Nicholao de Maydeneston'. Willemo Tybaut. Elia de Doynston'. Rogero Clerico. et aliis.' Sunday after the Nativity of St. John the Baptist, A.D. 1244.

Charter of William de Ermynton giving to Henry de Gaunt, lately master of the almonry of St. Mark, &c., and to the master and convent of the same, the messuage in which he has been
acustomed to live in Fromebrigestrete in the suburb of Bristol, with garden, shops, open places and all other appurtenances and easements thereto belonging; and grant also of 6s. 8d. of rent of assize from the land and messuage of William de Wynton in Baluanestrete in the same suburb, and 3 shops in Temple Street, which were of Hawisia la Mercer, with the plot (placeam) which adjoins the said shops, with all appurtenances, augmentations of rent and escheats which pertain thereto; and 3s. of rent of assize in the same street from the house which was of John Levynge in which Hugh Forestar' lives, with the empty place on the north side thereof, with all appurtenances, augmentations &c.; and 12s. 4d. rent in the town of Wells issuing from the messuage, with its members and appurtenances, facing the stalls of the butchers, which was [f. 74] lately of Richard called Smith (dicti Fabri), lately canon of Wells, to wit, 5s. from that part of the house in which Nicholas Chok lives, 4s. from the part held by John Garland, and 3s. 4d. from the hall of the house held by Elias de Dointon for the term of his life, together with all appurtenances: to hold to the said Henry de Gaunt and to the master and convent and their successors freely and quietly &c., in fee of the donor and his heirs, rendering to them 1d. yearly at Easter for all services, exaction and demand, saving to the heirs of Roger of Fromebrigestrete 1d. yearly at Easter from the said messuage in Fromebrigestrete, and saving 1d. yearly at Easter to the heirs of Hamo the Clerk from the same messuage, and saving 6d. yearly to the heirs of Hawisia la Mercer from the said houses in Temple Street, payable at Michaelmas. Warranty and sealing clauses. 'Hiis testibus Reginaldo de Panes tunc maiore Bristoll'. Johanne le Clerk et Sanekino Everard prepositis. Ada de Wynton'. Rogero de Cantok. Willelmo de Veyni. Roberto de Glouc'. Johanne Moryn. Paris Fabro. Hugone Cutellario. Waltero de la Wyle clerico. Ricardo de Melchebourn'. clerico huius scripti Notario et aliis.'
was Reginald Panes's, together with a yearly rent of 12d. from a
plot lying within the garden of the brethren and sisters of St. Mary Magdalene of Bristol: to hold to him and his heirs or assigns
of the donor and his heirs or successors, rendering yearly to
William 10s. of silver for the term of his life, and 18d. of silver to
the chief lord by equal portions at Michaelmas, Christmas, Easter and the Nativity of St. John the Baptist, for all service, &c.,
pertaining to him and his heirs. He grants also that the master
and brethren of St. Mark of Billeswyk shall be free and quit of
10s. of the 20s. yearly pension which they are bound to pay him,
during the time the said William Blundell or his heirs pay him the
said 10s. rent yearly. Warranty and sealing clauses. 'Hiis testibus
Jordano de Hamme. Magistro Ricardo de Kerdysh. Jordano
Neel. Willermo le Noreys. Hamundo de Frome. Jordano le
Parmynter. Johanne de Melles et aliis.'

[17 March 1268]

Agreement, dated Sunday following the feast of St. Gregory, 52
Henry III, between Henry de Gaunt, master of the hospital of
St. Mark, &c., and the brethren of the same, and Thomas, son of
William de Ermynton, whereby Thomas has given to Henry and
the brethren, in pure and perpetual alms, all the land and houses
which were Hamo the Clerk's within the borough of Bristol, together
with a garden, rents and all other appurtenances, namely, in
Cornestrete the land lying between the house of Simon Clerk and
the house of Walter de Stapultone, together with 3 shops and a
gateway in St. Nicholas Street: to hold to them and their successors
of Thomas and his heirs. The master and brethren and their
successors shall provide, for Thomas, William, his father, and
Elias, his brother, the commons (liberacionem) of 3 brethren, fully
and honourably as each chaplain of the house receives them, excep­
ting vestments and shoes, for the term of life of Thomas, William
and Elias. When one of them dies, then shall his commons cease.
They shall have also within the walls of the house of St. Mark
a suitable chamber for their use, namely, the chamber of the
knights (camera militum), which they may occupy for the term of
their lives, and they shall have fire and candle in the winter as is
seemly. If Thomas or Elias should happen to die or enter into
religion or in any other way depart, together or singly, so that
William remains alone in the said chamber, the master and
brethren and their successors shall provide him with a servant to serve him fittingly for all his life, [f. 75v] or if William wishes to have his own servant of his own choice, that servant shall have a servant's commons during William's lifetime. His commons shall cease on William's death. For the faithful observance of this agreement both parties submit themselves to the control of the mayor and reeves of Bristol in the event that anything should be done contrary to the agreement. Sealing clause. 'Hiis testibus Reginaldo de Panes tunc maiore Bristoll'. Rogero de Cantok Johanne de Lydyard. tunc prepositis eiusdem ville. Ada de Wynton' Clerico. Roberto de Kylman'. Simone Clerico. Johanne Wissy et alii.'

Charter of Thomas de Ermynton, son of William de Ermynton, giving to God and the Blessed Mary and the Blessed Mark and the master and brethren of the hospital of St. Mark, &c., and their successors, in pure and perpetual alms, all the land, with houses, garden and rents, which William de Ermynton his father had of the grant of Hamo the Clerk, deceased, in the town of Bristol, and which he held jointly with Ellen, daughter of Hamo, mother of Thomas, whose heir he is, namely, all the lands and houses in Cornestrete and St. Nicholas Street [as in no. 139], together with 4s. yearly rent of assize which his forebears took from the house formerly of Walter de Parys in St. Nicholas Street, and all rents and other appurtenances which Thomas had by the grant and release of William de Ermynton, his father, and which ought to descend to him as of hereditary right after the death of Ellen, his mother, together with all his right therein: to hold freely and quietly, &c., rendering yearly to the chief lords of the said houses and possessions their due and accustomed services, namely, 33s. 4d. to Margaret, widow of Walter de Monemue or her heirs or assigns by equal portions at Easter, the Nativity of St. John the Baptist, Michaelmas and Easter, and for landgable 3d.; and for the house which was William his father's, by grant of the said Hamo, 3d. of landgable and 49d. to John de Sancto Laudo, his heirs or assigns on the first day of each year; and for the 3 shops in St. Nicholas Street 10s. to the abbot of St. Augustine and 6d. to the hospital of St. Bartholomew at the said 4 terms. Warranty and sealing clauses. [Witnesses as in no. 139, adding Ricardo Juvene and Alexandro Nepote le Den'].

140
Quitclaim by Thomas de Ermynton, eldest son of William de Ermynton, to brother Gilbert, master of the house of St. Mark, &c., and the convent of the same, and their successors, of all the land in Bristol and Wells given to the hospital by his father [as in no. 137] and confirmation of his father's charter giving the same. 'Hiis testibus [f. 77] Reginaldo de Panes tunc maiore Bristoll'. Johanne de Weston' et Waltero de Bercham prepositis. Henrico de Penbroch'. Willelmo Golafre. Ada de Wynton'. Waltero de la Wyle et aliis.'

Gilbert de Waltham succeeded Henry de Gaunt as master of St. Mark's in 1269 (Reg. Giffard, f. 20) and had been succeeded by John de Trowbridge by Dec. 1272 (no. 148). Reginald de Panes had been mayor from Michaelmas 1267–Michaelmas 1268 with Roger de Cantok and John de Lydyard as reeves (nos. 139–40), and the change in the reeves suggests that this is at least a year later. Panes was again mayor during the period of Gilbert's mastership. (Cf. no. 147.)

Quitclaim [in like terms] by Elias de Ermynton, son and heir of William de Ermynton to the master and brethren of St. Mark &c. of all gifts made to them by his father. Ratification also of the confirmation of his father's charter made by his elder brother, Thomas, now lately deceased, in such wise that he and his heirs and assigns shall be precluded for ever from all right in the premises. He also remits to the master and brethren a yearly payment of a half-mark which they were bound to pay to him during his lifetime. In return the master and brethren have paid him a sum of money with which he is satisfied. Sealing clause. 'Testibus Thome de Hameldene tunc maiore. Simone Adrian et Willelmo de Marina prepositis. Sanekino Reveward. Gilberto la Spicer. Ricardo de Lychefeld. Ricardo le Rope. Willelmo le Norice et aliis.' Sunday, the feast of the Eleven Thousand Virgins, 2 Edward I.

Charter of brother Peter, prior of the hospital of St. John in Wells, and the brethren of the same, giving to William de Ermynton and his heirs or assigns the great house (mansionem) which Richard the Smith, canon of Wells, had, lying between the house
of Roger Burgeis and the house which was Robert the Skinner's, excepting a certain house (domo) lying between the hall of the said Richard and the street to the east of the great gate of the said great house, and excepting a plot on the west of the said gate, and excepting a house on the west of that plot adjoining the street, and excepting a certain part of that house which adjoins the great house on the west, rising from the street towards the north as far as the wall in which was a chimney, and thence eastwards in a line as far as the western part of the said gate. William and his heirs or assigns shall provide one foot of ground along the western side of the land upon which the great door stands, and the donors and their successors shall likewise provide two feet of ground, upon which three feet of ground the prior and brethren and their successors and William and his heirs or assigns shall build a wall which shall be theirs in common. William and his heirs or assigns shall hold the said great house freely and quietly &c., rendering 20s. sterling yearly. Warranty and sealing clauses. 'Hiis testibus domino Waltero Camerar'. Wilhelmo Leicestr' tunc ballivo de Well'. [f. 78] Galfrido de Bridiport. Wilhelmo Bushe. Laurencio preposito. Johanne Draper. Johanne Dispensatore. et aliis.

The hospital of St. John the Baptist in Wells was founded by Hugh de Wells, Archdeacon of Wells 1204–09, Bishop of Lincoln 1209–35, with the help of his brother, Bishop Jocelin of Bath (1206–42) (V.C.H. Somerset, ii, 158–9). According to the list of priors given there Peter was the first prior: he appears in Wells deeds as late as 1260 (Cal. Wells MSS., i, 142; ii, 564). Walter the chamberlain was an important figure who appears in Wells deeds in Henry III's reign, was dead before 1260, when his obit is mentioned (ibid. ii, 564). Geoffrey de Bridport, William Leicester, bailiff of Wells, Lawrence the reeve are mentioned together in several deeds of circa 1245–55. (ibid., i, 202, 402, 451; ii, 559, 562–3).

144 [1321]

Pleas at Westminster before William de Bereford, Michaelmas term, 15 Edward II.

The master of the house of St. Mark of Billeswyk' by Bristol, by Philip Payne, his attorney, seeks against brother Walter, prior of the hospital of St. John of Wells, whom Robert de Lovyngton and Alice his wife vouched to warranty, and who warranted to them, a messuage with appurtenances in Wells as the right of his house of St. Mark. And in this messuage the same Robert and Alice have no entry except in virtue of the demise made thereof to Peter, formerly prior of the hospital of St. John the Baptist
of Wells, by Elias de Doynton, who held it for the term of his life from Henry de Gaunt, sometime master of the aforesaid house of St. Mark, and predecessor of the said master, by the assignment of William de Ermyngton', who demised it to Elias for the said term, and after the death of Elias it ought to revert to the said master according to the form of the said assignment, &c. And whence the said master says that William was seised of the said tenement in his demesne as of fee and right in time of peace in the time of King Henry, grandfather of the present King, &c., and that William demised the tenement to Elias in the time of the said King Henry, &c., to hold for life, and afterwards William granted that the said tenement, which after the death of Elias ought to have reverted to William and his heirs, should remain entirely to the said brother Henry and his successors for ever, in accordance with which grant Elias attorned to the said Henry in the time of King Henry. And thereof he produces suit. The prior by Philip Palefray, his attorney, comes and defends his right. And he says that the said master can claim no right in the messuage by assignment of the said William, for he says that Elias never attorned to the said Henry de Gaunt, as the said master supposes by his writ [f. 78v] and of this he puts himself upon the country. And the said master likewise. So the sheriff is ordered to cause to come here in the quindene of Hilary twelve &c., by whom &c., and who neither &c., to make recognition &c. because as well &c. In Roll 224.

William de Bereford was Chief Justice of the Court of Common Pleas 1309–1326. Robert de Lovington was reeve of the borough of Wells in 1333 (Cal. Wells MSS., i, 510).

145 [14 April 1337]

Charter of brother Philip de Exeton, prior of the hospital of St. John the Baptist in Wells, and the brethren thereof, granting to brother William de Beauver, master of the hospital of St. Mark, &c., and the brethren thereof and their successors, 15s. of yearly rent leviable at the two terms of Michaelmas and Easter and issuing from a messuage in the town of Wells, which lies on the north side of the street called Chepestrete opposite the butchers' stalls, between the tenement once Geoffrey at More's on the west and the tenement of the prioress of Boclonde on the east. Power to the master and brethren to distrain the said tenement for arrears
of the said rent, which is to be paid in the house of St. Mark at
the said terms at the cost of the grantors. Sealing clause. ‘Hiis
testibus Ada de Choleworthe. Thoma de Estwode. Willemo le
Ricardo le Parker et aliis.’ Wells, 14 April 5 Edward III.

Letters patent of Edward III, giving licence, for a fine paid to
the king by the prior of the hospital of St. John the Baptist of
Wells, for William, master of the house of St. Mark of Bristol,
to release, for himself and his successors, all right in a tenement
with its appurtenances in Wells which the said prior now holds,
and for the prior to charge the messuage with a yearly rent of
15s. payable to the master and his successors. The prior and his
successors may hold the messuage, and the master and his succes­
sors may hold the rent, in virtue of this special licence, the statute
of mortmain notwithstanding. ‘Teste me ipso apud Notyngham
sextodecimo die Septembr’ anno regni nostri quarto.’

Charter of brother Gilbert, master of the house of St. Mark
by Bristol, and the brethren of the same, giving to Robert de
Gloucestre1 and his heirs [f. 79v] a messuage in Fromebriggebrig1
in the suburb of Bristol, to hold of the donors and their heirs,
together with a garden and free entry and exit by means of a
porch (porchiam) and a way leading backwards from the street
to the said messuage, rendering yearly 2 marks by equal portions
at Michaelmas, Christmas, Easter and the Nativity of St. John
the Baptist. Clause of warranty. If the said Robert or his heirs
permit the misuse or destruction of the messuage so that the
rent fail in whole or in part, the master and brethren shall have
power to re-enter and take possession of the said messuage. Sealing
clause. ‘Hiis testibus Reginaldo de Panes tunc maiore Bristol’. Radulfo
Wyneman et Radulfo Beauflur prepositis. Radulfo de
Cultellario. Waltero de Horton et aliis.’

For the date, see note to no. 141.

1 Sic: for 'Fromebriggestrete'.
Quitclaim by brother John, called master of the almonry of St. Mark &c. and the brethren of the same to John Tresour and his heirs and assigns of all claim upon that land with its appurtenances in Balduenystrete in the suburb which is situated between the land which was John Tresour's and the land which was of the Kalendars of Bristol and which extends from the street backwards to the old wall of the town of Bristol, saving to the grantors a rent of 2s. yearly which they had by grant of William de Ermyngton'. Power of distraint if the rent fail. Billeswyk, in their chapter house, on the vigil of the Circumcision of Our Lord, A.D. 1272. 'Hiis testibus Johanne Wysey tunc maiore Bristoll'. Johanne de Lydyard. Rogero Cantok. Willemo le Veyni. Ricardo le Cordir. Willemo Hurtyn. Nicholao le Taillour et aliis.'


Indenture of lease by William Wyne, master of the house of St. Mark of Billeswyk by Bristol and the brethren of the same to John Neuton, knight, and Isabella, his wife, of a tenement in the street called Knysmithstrete, also called Cristemastrete, in the suburb of Bristol, which lies between their garden which John Bagot holds of them (with an entry to the garden beside the Frome at the back and a certain le Slippe standing in the middle of the street there in front) and a tenement lately William Mauncell's in which Thomas Barbour now lives on the north; from which tenement the master and brethren and their predecessors had been seised for time out of mind of a yearly rent of 13s. 4d., with power to distrain thereof for non-payment of the rent. John Neuton, knight, and Isabella, his wife, one of the daughters and heirs of Thomas Cheddre, esquire, are now seised of the tenement in their demesne as of fee in right of the said Isabella, but since the rent is now 10 years in arrear and the tenement is in ruins, so that it has yielded no profit for a long time past, and since John and Isabella propose to rebuild it at great expense, the master and brethren now grant that John and Isabella and their heirs and assigns shall pay a rent of 3s. 4d. for the tenement during
the next 20 years, and pardon them all arrears of rent. John and Isabella undertake faithfully to pay the rent of 3s. 4d. during the said term of 20 years, and at the end of that term likewise to pay the accustomed rent of 13s. 4d. If the rent of 3s. 4d. or afterwards the rent of 13s. 4d. shall fall into arrears by fifteen days in any term, the master and brethren shall have right of entry and distraint. Sealing clause. 'His testibus [f. 8I] Henrico Vaughan Maiore ville predicte. Johanne Stephyns vicecomite eiusdem ville. Johanne Walshe. Johanne Froste. Johanne Stokys et alis.'

Henry Vaughan was mayor, and John Stephyns sheriff, of Bristol in 1483-4.

Sir John Newton was son and heir of Sir Richard Newton, of Barr's Court, Bitton, Gloucs., Chief Justice of the Court of Common Pleas, d. 1448; his wife, Isabella, was daughter and coheir of Thomas Cheddar (d. 1443) and brought the manor of Ubley to her husband. Sir John was M.P. for Somerset, 1453, a knight in 1471, and sheriff of Gloucs. 1466-7: he died Jan. 1488 (D.N.B.; J. Wedgwood (ed.), History of Parliament, Biographies, (1936), pp. 631-2; Cal. Pat. Rolls, 1446-52, p. 328).

This reference to what was clearly the building of a country gentleman's town-house is of interest: Sir John's father had had a house near St. Peter's Church in Bristol while he was recorder of Bristol (William Worcester, in Dallaway, op. cit., p. 136) but Sir John had no such official connection with the city.

The 'Slippes' were the stairs or lading bays which lead to water-level: the one mentioned here appears to be that described by William Worcester in Dallaway, op. cit., p. 70, 'pro lotura lineorum seu laneorum in fine de Crismastrete.'

Indenture made at Bristol 23 November 16 Henry VII between Richard Vaughan, mayor of Bristol, and the commonalty of the same, and Thomas Tylar, master of the house of St. Mark of Billeswyk in Bristol, and the brethren of the same, witnessing that the master and brethren have leased to the mayor and commonalty a small cottage, in ruinous and decayed condition, situated in the street called Knysesmythestrete in the parish of St. John the Baptist, Trinity ward, in Bristol, lying between the tenement lately of John Neuton, knight, on the south, and that of Thomas Pavy, merchant, on the north, with the street to the west. The master and brethren have likewise leased to the mayor and commonalty a garden, curtilage and 2 tenements, lately
tenanted by Clement Bagot and situated in the same parish and ward, between the land of the dean and chapter of the collegiate church of Westbury upon Trym on the east, and the cemetery of the parish church of St. Laurence the Martyr and the tenement belonging to the chantry founded for the soul of Cecilia Pollard at the altar of the Blessed Mary in the church of St. Laurence, which tenement Henry Hert now occupies, and the tenement of the said Thomas Pavy and the small cottage leased as above, [f. 81v] and the said tenement lately of John Neuton, and the tenement of William Maunsell which Thomas Prent, 'Barbour', now occupies, and a parcel of the tenement of William Burnell on the west, and the messuage of John Bagot and Elizabeth, his wife, and the tenement of Henry Weston on the south, and the common wall of the town on the north. The mayor and commonalty shall hold the cottage, garden, curtilage and tenements for a term of 99 years from Christmas next, rendering yearly to the master and brethren for the first 10 years a red rose, and for the remaining 89 years 20s. yearly of the legal money of England. The master and brethren shall have power to distrain for non-payment of rent, and if sufficient distress to cover the arrears be not found within one year, then they shall be able to re-enter and recover the property and retain possession of it, this present lease notwithstanding. During the first 10 years of the lease, the mayor and commonalty shall rebuild the tenements and cottage at their own costs, and for the remainder of the term keep them in good repair against wind and rain and other causes of ruin. [f. 82] Warranty and sealing clauses. In the chapter-house of the master and brethren, day and year as above.

151 [Late Henry III]

Charter of Robert Aberdan', with the assent of Juliana, his wife, and his heirs, giving to Robert le Cordur his land in Radcliffe street in Bristol, with its appurtenances, lying between the land of William de Erdicote and the land of Nicholas de Commere and extending in length from the plot in front to the Lagdiche in the gate behind, to hold to him, his heirs and assigns of the donor and his heirs, rendering yearly a pair of gloves, price 1d., or one penny for all services, saving to the lord of the fee 3d. for landgable yearly. For this Robert le Cordur' has paid 44 marks to Robert, 12d. to Juliana, his wife, 12d. to John, his son, and 6d. each to his
daughters, Agnes and Ellen. Warranty and sealing clauses. [f. 82v]


Nos. 151–2 are earlier than 1269, when Henry de Gaunt resigned the mastership of St. Mark’s, but are probably later than 1260: all the witnesses appear in Redcliffe deeds of the later years of Henry III and the early years of Edward I. (Cal. Bristol Deeds, pp. 3–11). Thomas Culbel’ is probably the Thomas Cullebolloc or Kullebolloc mentioned there (ibid., p. 9). William Blakman was reeve of Redcliffe.

The Lagdiche or Lawditch is frequently mentioned in Redcliffe deeds (ibid., passim) and is once described as ‘a common foss’. Tenements in Temple Street, St. Thomas Street, Tucker Street and Redcliffe Street were said to extend to it, but its exact course is uncertain. There was another Lawditch in Bristol north of the river: when the Frome was diverted, its old course near Baldwin Street was called by this name (Seyer, Memoirs of Bristol, ii, 27).

152 [Late Henry III]

Charter of Robert the Corder (Cordarius) granting, for the health of his soul, to God and the Blessed Mary and the Blessed Mark and to Henry de Gaunt, master of the house of St. Mark, &c., and the clerks and chaplains there serving God and their successors, in free, pure and perpetual alms, all his right in a yearly rent of 5s. to be taken from a piece of land in Radcliffe street lying between the land formerly of Robert Pundfreid and the land formerly of Stephen (?the chamberlain) (Cambarii) and extending from the street in front to the Lagdiche behind: to hold to them and their successors freely and quietly &c. Warranty and sealing clauses. ‘Hiiis testibus Johanne Wyssy. Johanne Gilbert. Galfrido Longo tunc preposito de Radcliffe. Ricardo le Salesbur’. Reginald Feltre’. Philippo Blundo. Roberto de Pundfreid. Willelmo de Flexi’. Roberto de Mertok’. Thoma Culbel’ qui dictam terram tenuit tempore confectionis presentis scripti. Johanne Hibernen’ et aliis.’

[f. 83] 153 [Circa 1240]

Quitclaim by Isauda, widow of David de Cutwine, to Henry de Gaunt, master of the almonry of St. Mark of Billeswyke in Bristol, and his successors, of all her right in a piece of land
lying between the land which was of Robert Thorpe and the land which was of Peter la Warre where the Friars Preacher now live, in the suburb of Bristol, about which land there was a plea on the king’s writ of right between David Cutwine and Henry de Gaunt in the hundred court of Bristol. For this Henry has paid her 20s. at the instance of the burgesses of Bristol. Warranty and sealing clauses. ‘Hiis testibus Willelmo Clerico. Ricardo la Warre. Willemo Beamunde. Petro Clerico et multis aliis.’

Nos. 153–67, which deal with property in the Old Market, Bristol, are discussed in the Introduction, pp. xxxix–xli. The names of the witnesses suggest a date about 1240. Peter the Clerk was dead by 16 Feb. 1248 (Close Rolls, 1247–51, pp. 3, 29).

154 [Not later than 1248]
Chart of Walter le Chauf, son and heir of Osbert le Chauf, with the assent of Leticia, his mother, and of his sisters, giving and demising to William de Kent his land in the market (in fera) of Bristol, lying on the west beside the lane which runs towards the house formerly of Giles the goldsmith, containing a breadth of 38 feet in frontage, and extending from the street in front through this breadth as far as the land adjoining the church of SS. Philip and James: to hold the same land with all liberties and appurtenances to the said William and his heirs of the donor and his heirs, rendering yearly to the donor and his heirs 40d. within 15 days after Michaelmas for all services and demands due to them. [f. 83v] William and his heirs may give, sell, exchange or mortgage the land to whom they wish, saving the said rent to the donor and his heirs. For this William has given Walter one mark by way of entry and has freed the land from mortgage to the Jews, wherefore Walter and his heirs will warrant the said land against all men and women to William and his heirs, who may recover from Walter’s land adjoining the land abovesaid whatever they may lose by defect of warranty. Sealing clause. ‘Hiis testibus Nicholao filio Nicholai. Rogero Aillard. Henrico Aky. Ricardo Aillard. Petro Clerico. Radulfo le Gross. Ricardo Coffin. Roberto le Bole. Thoma Corduaner. Thoma Longo. Thoma la Martre et aliis.’

For the date, see no. 153. The parish church of SS. Philip and James is generally and officially known today as the church of SS. Philip and Jacob, although the church
of St. James near the Horsefair (formerly St. James Priory) has been appropriately anglicised. Although both were associated with Tewkesbury Abbey, the curious style can scarcely have been retained to distinguish them, for in the later middle ages and after the former was commonly called simply 'St. Philip's Church' (e.g. William Worcester, in Dallaway, op. cit., pp. 99, 137; G.R.B. v, 32; Merchants and Merchandise in Seventeenth Century Bristol, ed. P. V. McGrath, Bristol Record Soc. xix (1955), pp. 70, 134). The form 'Jacob' does not occur in any English document of early date. There is a Jacob Lane on the north side of the churchyard.

155  

[ Circa 1248 ]

Charter of Richard le Curteys of Bristol and Dionisia, his wife, giving for the souls of themselves and their ancestors to Henry de Gaunt, master of the almonry of St. Mark, &c. and the chaplains and clerks there serving God a plot of land with buildings and all appurtenances in the market of Bristol (in feria Bristoll) [as in no. 154]: which land was held while he lived by William de Kent, called Clerk, sometime burgess of Bristol, by grant of Leticia, sometime widow of Osbert the Bald (Calui), and Walter, son and heir of the same Osbert. To hold to them and their successors in free, pure and perpetual alms, [f. 84] rendering yearly to the chief lords 40d. within 15 days after Michaelmas for all service and demand due to the donors and their heirs. Warranty and sealing clauses. 'Hiis testibus Simone Clerico tunc maiore Bristoll'. Henrico Adrian'. Martino de la Cordere tunc ballivis Bristoll'. Willelmo de Bello Monte. Ricardu Juvene. Rogeru de Bercham. Roberto Kylmayman et aliis.'

For the date see no. 420.

156  

[ Circa 1248 ]

[Charter, in like terms, of Richard le Curteys giving to Henry de Gaunt, &c., a plot of land in the market of Bristol, &c., as in no. 155]

[f. 84v]  

157  

[ Circa 1248 ]

[Charter, in like terms, of Dionisia, wife of Richard le Curteys, giving to Henry de Gaunt, &c., a plot of land in the market of Bristol, &c., as in no. 155].
BRISTOL

158 [1269–72]

Quitclaim by Dionisia Curteis, formerly wife of Richard Curteys, in her lawful widowhood, to brother Gilbert, master of the house of St. Mark of Bristol, and the convent of the same, of all her messuage in the market (in mercato) in the suburb of Bristol, which messuage was conveyed (contulit) to them by Richard Curteys, formerly her husband: to hold to them and their successors of the chief lords of the fee as freely and fully &c. as Dionisia or any of her ancestors held it, rendering the due and accustomed services. For this gift and quitclaim the master and convent have given her 20s. silver in consideration. Sealing clause. ‘Hiis testibus Reginaldo de Panes maiore Bristoll’. Rogero de Cantok. Ada de Wynton’. Johanne de Lydyard. Georgio de Lydyard. Johanne Wyssy. Ricardo de Melchebourne et aliis.’

For the date see note to no. 141.

159 [Circa 1250–1]

Charter of Maurice de Luttelthona giving [f. 85v] to Robert the Marshal (Marescallo) all his land in the market (in feria), to wit, that land which lies opposite the churchyard of SS. Philip and James, between the land sometime of Robert le Bulle and the lane which leads to the same church: to hold with all buildings and appurtenances to him, his heirs and assigns of the donor and his heirs, rendering yearly to Maurice and his heirs one pair of white gloves at Michaelmas or one half-penny, whichever he prefer, for all services. For this gift Robert has given Maurice 40s. and has acquitted Maurice and the land from the Jews for 60s. Warranty and sealing clauses. ‘Hiis testibus Elia Longo tunc maiore de villa Bristoll’. Gilberto de Merlebrige et Willemo de Bello monte tunc eisdem ville prepositis. Willemo le Cler. Amando le Cler. Johanne de Weston. Hugone Magno. Ricardo Lupo. Randolfo Pistore. Johanne de Ley. Waltero le Clerk et Ricardo la Wayte tunc prepositis de Feria et aliis.’

For the date see Appendix II (mayoralty of Elias Long).

160 [1260–1]

Charter of Macelina, widow of Robert the Marshal (Marescallo) in her upright and lawful widowhood, giving to Peter the goldsmith all her land in the market (in Feria) in the suburb of Bristol
lying [&c., as in no. 159]: to hold to him, his heirs and assigns [f. 86] with all buildings and appurtenances of the donor and her heirs, rendering yearly to the donor and her heirs one pair of white gloves at Michaelmas or one penny, whichever they prefer, for all services. For this Peter has given her 40s. sterling by way of entry. Warranty and sealing clauses. ‘Hiis testibus Henrico Adrian tunc maiore Bristoll’. Hugone Michell’ et Willemo Seuare tunc eiusdem ville prepositis. Thoma de la Reedelande tunc preposito de Feria. Rogero de Cnolle. Willemo de Litegrome. Rogero Aukyn. Willemo de Oxon’ Fabro. Hugone de North’. Radulfo de la Chambre. Johanne de Lenne. Elia de Puku-church. Pagano de Cranbourne. Willemo Norreis. Johanne Hybernense et aliis.’

Henry Adrian appears as mayor, with William Sevare and Hugh Michell as reeves, in a charter dated 25 Dec. 1260 (Cal. Bristol Deeds, p. 3).

161  
Notification by Macelina, widow of Robert the Marshal, and Clement, her son and heir, that they will warrant, acquit and defend to Peter the Goldsmith, his heirs and assigns, all that land, with appurtenances, in the market (in Feria) in the suburb of Bristol opposite the churchyard of the church of the Apostles Philip and James, which lies between the land that was of Agnes, daughter of Richard le Bule, and the lane that leads to the church. If Macelina and Clement are unable to warrant or defend the property, they grant for themselves and their heirs that Peter and his heirs and assigns shall have and possess all their land [f. 86v] in the market-place of Bristol aforesaid lying between the land that was Agnes le Bulle’s and the land formerly of Henry de Gaunt, to hold to him and his heirs with all appurtenances and with the curtilage in the rear thereof. Sealing clause. [Witnesses as in no. 160].

162  
Charter of Clement, son and heir of Robert the Marshal, confirming to Peter the Goldsmith, his heirs and assigns, his land in the market (in feria) in the suburb of Bristol [Property, conditions and witnesses as in no. 160].

1 Roger Aukyn is here ‘Akyn’, and Roger de Cnolle is ‘Cnoulle’.
Quitclaim by Doisia, widow of Maurice de Litelthona, in her lawful widowhood, to Maselina, widow of Robert the Marshal, and her heirs and assigns, of all her right in a plot of land in the market (in Feiria) of Bristol [Property as in no. 159]. For this quitclaim Maselina has given her 9s. sterling. Sealing clause. 'His testibus Henrico Adrian. tunc maiore Bristoll'. Hugone Michell' et Willelmo Seuare tunc eiusdem ville prepositis. Thoma de la Redlonde. tunc preposito de Feiria. [f. 87v] Radulpho de Camera. Rogero Haukyn. Willelmo Litegrome. Willelmo de Oxonia. Johanne Carpentario. Hugone le North'. Rogero de Cnolla. Johanne de Templo Clerico et aliis.'

Quitclaim by Purnella, daughter of Osbert le Cauf, to Peter the Goldsmith, his heirs and assigns, of all her right in all that land in the market (in Jeira) of Bristol [Property as in no. 159]. For this Peter has given her 2s. Wherefore Purnella has entirely resigned all her right in the said land before the hundred court of the market (coram hundredo de Feira) and by this her present charter sealed with her seal has confirmed it to Peter and his heirs and assigns. [Witnesses as in no. 160].

For a discussion of 'the hundred court of the market' see Introduction, p. xl.

Charter of Peter the Goldsmith, son and heir of Roger the Goldsmith, [f. 88] giving to God and the Blessed Mary and the Blessed Mark and to Henry de Gaunt, master of the almonry of St. Mark, &c., and the brethren there and their successors, in free, pure and perpetual alms, all his land in the market (feira) in the suburb of Bristol, lying between the land formerly of Agnes, daughter of Richard le Bule and the lane which runs to the church of the Apostles Philip and James opposite the stile of the churchyard and between the lane as it goes towards the Castle and the land of the said Henry le Gaunt: to hold to them and their successors without let or impediment from the donor and his heirs, answering to none save God in their prayers and to the chief
lords for one pair of white gloves at Michaelmas, price 1d., or 1d., whichever they prefer. The master and brethren have granted to Peter participation in all good works to be done in the said almonry for ever and will celebrate upon the anniversary of his death each year with suitable exequies, and on that day the convent shall have 3s. from the said land to buy wine for themselves. Sealing clause.

166

Quitclaim by Clement the Clerk, son of Robert the Marshal, to brother Robert, master of the house of St. Mark, &c., and the convent of the same and their successors, of a yearly rent of 1d. [f. 88v] which they were bound to pay to him from a tenement which was of Peter the goldsmith in the market (feira) in the suburb of Bristol opposite the churchyard of SS. Philip and James. Sealing clause. 'Hiis testibus Simone de Bourton tunc maiore Bristoll'. Thoma de la Graue. Willelmo Randulfe. tunc prepositis. Johanne Forestario. Johanne de Dene. Ricardo Longo. Johanne de Bell' et aliis.'

Simon de Bourton (or Burton) is mentioned as mayor of Bristol in Feb. and May 1294, with Thomas de la Grave and William Randolf as bailiffs, in two dated deeds in the Bristol Archives, 5139 (117) and 11374 (7).

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Copy of record of the hundred court of the market\(^1\), held on Wednesday. The bailiff was ordered to distrain the master of the house of St. Mark of Bristol to appear this day to answer concerning his failure to make suit of court in the hundred court of the King of the market (ad hundredum domini Regis de mercato). The master comes in person, bringing with him evidences to show that he ought not to make suit. Nevertheless inquisition was made by oath of John Moroch', John Giffard of the market, John Euerard, John Hendbody, Richard Myne, Thomas Sely, Stephen de lune, Henry le Hunte, Henry le Hoper, Simon le Porter, John de Wychewell and Richard Legat, suitors of the court; the jurors say upon their oath that neither the master nor

\(^1\) The heading is: 'Hundredum tentum de mercato die mercurii.'
his predecessors ought to make suit nor have ever made suit nor hold any tenement from which suit is owing. So by leave of the court the master is dismissed quit and free of demand of such suit from him or from his successors.

For a discussion of this document, see Introduction, p. xl.

The names of the suitors provide the only indication of date. John Morcok, then bailiff of the market, Thomas Sely, John Wichewelle, Simon le Porter and John Hendebody together witnessed a deed concerning a messuage in the market dated Aug. 1327 (Cal. Bristol Deeds, p. 28) and this record may be assigned to about that date.

Charter of John le Forester giving to Thomas Broun a moiety of one messuage which is of the fee of Richard de Grevile and lies in the suburb of Bristol [f. 89] between the land of the master of the house of St. Mark and the land which was of John Morkoc, extending from King's Street (de vico regali) in front to the land of the said master behind, to hold to him and his heirs or assigns, rendering to the said lord of the fee his due and accustomed services. Clause of warranty. For his grant Thomas has given John a sum of money with which he is content. Sealing clause.


John Snow was mayor of Bristol, with Nicholas de Bourton and Thomas de Berwyk as bailiffs, in March 1307, according to two dated deeds of St. John's parish (nos. 15, 16). For 'Kyngys-strete' (now Old King Street) see William Worcester in Dallaway, op. cit., p. 65.

Charter of Richard son of Richard de Manegodesfeld, formerly burgess of Bristol, giving to John the Forester of Kyngeswode and Quenota his wife and their heirs or assigns all his land that lies in the market (mercato) in the suburb of Bristol, between the curtilage held by John de la Redelande on the west and the lane which leads to Glebrugge on the east: to hold to them and their
heirs or assigns rendering to the chief lord of the fee his due and accustomed services. To avoid any future doubt or uncertainty concerning the lands and tenements sold [f. 89v] to John and Quenota and their heirs and assigns by Thomas, brother of Richard, he now ratifies the grants made by Thomas and quitclaims for himself and his heirs all right therein. Sealing clause. Bristol, Tuesday after the Sunday on which the Misericordia Domini is sung, A.D. 1292, 21 Edward I. ‘Hiis testibus Waltero Fraunceis tunc maiore Bristol’. Galfrido de Godeshalf et Thoma de Weston. tunc ballivis eiusdem ville. Johanne de Redelonde. Johanne de Dene. Ricardo Longo. Nicholao de Heyhome et multis aliis.’

170  
Charter of Walter de Stoke giving to Richard Flaonchaud all his land without Lawford’s Gate (portam laffardi), Bristol, lying between the land that was Richard’s on one side and the land which was William Cantok’s on the other, and extending from the street in front to the street behind: to hold, with all buildings and appurtenances, to him, his heirs or assigns, of the donor, his heirs or assigns, rendering yearly to them 12d. at Easter and Michaelmas for all services, except suit to the court of Barton (Berthonie). For this Richard has paid Walter a sum of money with which he is well content. Warranty and sealing clauses. [f. 90] ‘Hiis testibus Willelmo de Sandhurste tunc Constabulario Castri Bristoll’. Reginaldo de Gosynton’. Henrico de Stokes. Gilberto de Mangodesfeld’ Clerico. Elia de Andbur’. Roberto Anice. Ricardo Dauwe. Johanne de Templo Clerico et aliis.’

William de Sandhurste is described in an inquisition of 1285 as having been deputy-constable of Bristol Castle when John de Muscegros was constable (G.R.B., ii, 95). Muscegros was constable in 1274 (Cal. Close Rolls, 1272–9, pp. 71, 108). No evidence has been found to confirm that Sandhurste was ever constable.

171  
Charter of William Wynde, alias Wyne, master of the house of St. Mark of Gauntes, also called of Billeswik, in Bristol, and the brethren of the same, giving to sir John Chyewe, chaplain, and his successors, a yearly rent of £8 of the good and legal money of England, to be taken by John and his successors from the house of St. Mark and from all the messuages and tenements of the master
and brethren in the town and suburb of Bristol, by equal portions at Michaelmas, Christmas, the Annunciation of the Blessed Mary, and the Nativity of St. John the Baptist. John and his successors shall have power to enter and distrain upon the said house, tenements, &c., if the rent fall in arrears, and to keep the distress until fully satisfied. If the rent should be in arrears by as much as one month after any of the said terms, William and his brethren shall be bound to pay 10s. to John and his successors, and so likewise as often as such default shall occur. [f. 90v] They are likewise bound to pay £10 if the rent be in arrears by a quarter of a year, 20 marks for half a year, £20 for three-quarters of a year, and £100 for a whole year. The master and brethren also agree that, if by any deed of release or other deed of the said John or his successors, the rent should be remitted, released or in any way altered, such remission shall in no way limit or nullify the payment of the rent and shall be held to be null and of no effect.

Sir John has attached his seal to that part of the present indenture remaining with the master and brethren, [f. 91] and the common conventual seal of the house of St. Mark has been attached to the other portion in sir John’s custody, but since their seals are not well-known, they have procured the attachment of the mayoral seal of Bristol. Richard Forster, mayor of Bristol, at the special request of the master and brethren and sir John, has affixed his seal in their presence. ‘Hiis testibus Johanne Troyte tunc vicecomite ville predicte. Willelmo Damme et Willelmo Talbot tunc eisdem ville ballivis. Thoma Holewey. Johanne Sherp. Clemente Bagot. Johanne Bolton. Thoma Hore et multis aliis.’ Bristol, 1 March, 25 Henry VI.

For this, and the following documents connected with it, see Introduction, p. xxvi.

172¹ [21 March 1447]

Notification by John, bishop of Worcester, stating that he has inspected the foregoing, found its purpose consonant with law, and, so far as in him lies, confirmed, ratified and approved it. Bristol, 21 March A.D. 1447, in the 4th year of his consecration.

John Carpenter, bishop of Worcester 1444–76, was consecrated on 22 March, 1444.

¹ Nos. 172–5 have no separate headings in the MS.
Notification by Thomas Balle, of Bristol, brewer, that in return for the grant by the master and brethren of St. Mark to John Chyewe and his successors of a yearly rent of £8, he has paid to the master and brethren 460 marks, of which the master and brethren hereby recognise the receipt.

Thomas Balle was bailiff of Bristol in 1437–8 (L.R.B., ii, 169).

Notification by William Wynde, alias Wyne, master of the house of St. Mark of Gauntes, &c., and the brethren of the same, that whereas their house is greatly burdened and oppressed by heavy debts, their tenements much decayed, and their rents and profits greatly diminished, they have been driven by necessity, but with the consent and support of John, bishop of Worcester, their diocesan, and also with due regard for law, statutes and constitutions, to accept, for the relief of their difficulties, the increase of their revenues, and the benefit of their house, the sum of 460 marks of the legal money of England from Thomas Balle, burgess of Bristol, and Alice, his wife. In consideration thereof, they have bound themselves to pay to sir John Chyewe, chaplain, and his successors, a yearly rent of £8, as fully witnessed in their charter indented granting the same, confirmed and approved by the said bishop. [f. 92v] They now renounce all recourse to legal devices and all appeal to canons, statutes and constitutions, to hinder or obstruct their undertaking. They also confirm hereby their undertaking and declare themselves bound by its terms and by the penalties there defined. [Sealing clause and witnesses as in no. 171] [f. 92v]. In their chapter-house, 3 June, A.D. 1447, 25 Henry VI.

Notification by John, bishop of Worcester, stating that he has inspected the foregoing, found it to be consonant with law, designed for the relief and benefit of the house of St. Mark, and tending to the greater glory of God, and therefore he ratifies and confirms it. In his manor of Bredon, 7 June, 25 Henry VI, in the 4th year of his consecration.
Notification by brother Richard, master of the house of St. Mark of Billeswyk, and his brethren, reciting that they who assist the work of a house of the Lord, by increasing its opportunities to perform its blessed commerce of changing the earthly into the celestial and the transitory into the divine, deserve reward, since such work demands that worldly largesse shall be perpetually applied to pious uses, [f. 93] wherefore they make known hereby that their most dear friend (carissimus amicus noster), John de Strete, turning his mind to heavenly desires, and wishing to augment the offices of divine worship, and so that the opportunity shall not pass whereby their house might be relieved and their poverty lessened, has given them and their successors many temporal goods. Hence, the master and brethren, acting not under compulsion but of their own free will and in good conscience, and moved by the desire to provide their benefactors with a safer reckoning before their eternal judges, by general consent have bound themselves and their successors and their house to provide a suitable brother to celebrate the divine offices every day (the Lord’s Supper, Good Friday and Easter Sunday only excepted) at the altar of the Holy Virgins in their church, for the good health of the said John Strete, and for the safety and good health of the most excellent prince, the Lord Edward, King of England, and of Robert Gyen, and of the mayor and bailiffs of Bristol for the time being and of the commonalty of the same, and also for their souls after death, and for the souls of Geoffrey and Edith, father and mother of the said John, who are at peace in the Lord. They also ordain that in each successive year, on the morrow of St. Katherine the Virgin [25 Nov.], they will celebrate the anniversary of John and of Geoffrey and Edith, his father and mother, with the morning office for the dead and a requiem mass. On this anniversary in each year, the master shall straightway distribute 3s. 4d. among his brethren participating in these offices, to each according to his degree. A special collect shall be said for John de Strete in the mass of the Blessed Virgin, both during his lifetime and after his death for ever. The brother who shall thus celebrate for the said John shall, within the quin­dene of Michaelmas each year, present himself to the mayor and bailiffs of Bristol [f. 930] in the Gildhall (Gihalda) and in their presence voluntarily make oath that the said office has been faithfully performed. If, through illness or for other legitimate cause he is prevented from celebrating for 4 days, or if he dies,
then another brother shall be presented to celebrate the said office and to make a like oath. Master Richard and all his brethren have sworn upon the Holy Evangelists to maintain these offices fittingly and decently, and not to attempt to prevail upon their metropolitan lord of Canterbury, nor their diocesan, the lord bishop of Worcester, nor the King of England, nor anyone else, of whatever degree, dignity, condition, eminence or power, with the intent that these celebrations should be withdrawn in any way. They have sworn also that each successive master of the house, before the brethren have pledged obedience to him, or before his installation, and likewise each chaplain before his profession, shall bind himself by oath to maintain and observe the foregoing ordinance in all its articles with all his might. To ensure that the ordinance shall be maintained inviolate for ever, the master and all brethren of priestly rank will excommunicate, with lighted candles and clad in their priestly vestments, all who infringe, invalidate or violate the ordinance, or cause or permit it to be infringed, &c., submitting themselves in this matter to the jurisdiction and control of the lord bishop of Worcester, so that he may reprimand and punish them, ordering appropriate penalties upon them and their successors as if upon excommunicates, and so that he may proceed therein according to the demands of regular discipline whenever the ordinance shall be found to have been violated in any particular. The master and brethren have further bound themselves and their successors to distraint by the mayor and bailiffs of Bristol, who may take and keep such distress until they are satisfied [f. 94] concerning the chantry aforesaid and all the foregoing. And lest it be forgotten, and for the sake of charity and gratitude, this present ordinance is to be recited yearly on All Souls Day in the chapter-house of the hospital in the presence of all the brethren. This instrument, sealed with their common seal, has been made in triplicate, one to remain with the master and brethren, one with the mayor and commonalty of Bristol, and the third with the abbot and convent of St. Augustine, for the greater security of all the foregoing. In their chapter-house, 28 November, A.D. 1351, 25 Edward III.

See Introduction, p. xviii.

177 [20 Sept. 1497]

Notification by William Cretynge, bachelor of decrees (in decrets bacularius) dean of the collegiate church and college of
the Holy and Undivided Trinity of Westbury, and the chapter and brethren of the same, that the late venerable master, John More, doctor of decrees (decretorum doctor), rector of the parish church of St. Edward King and Martyr of Stow, co. Gloucester, and one of the brethren of the college, of his pious disposition and by reason of the special love and affection which he has always had and has toward their college, and for the glory of the Trinity, the Holy Apostles Peter and Paul, St. Michael the Archangel, and St. Edward King and Martyr, and in reverence of the saints and for the health of his soul, has made gifts and benefactions to the dean and chapter and the college, and in particular has given them £60. This money they have applied to the purchase of lands, tenements, meadows and pastures [f. 94v] for the greater benefit of their house, and in particular for the augmentation of divine worship, to the great relief and assistance of themselves and of their successors also. Lest such munificence should be forgotten through the lack of record, and so that it may remain in the memory of them and their successors, they have determined that the sincere devotion and charity of the said John deserve their spiritual reward, since they believe them to be acceptable to Christ and consonant with reason, and, therefore, being assembled in chapter in their chapter-house, and with general agreement, they have ordained for themselves and their successors, and by this tripartite indenture confirmed and bound themselves, that they will find a suitable chaplain from amongst themselves or those in their service (de consociis seu conducticiis nostris) to celebrate mass daily for ever in the New Chapel of St. John the Evangelist, newly-built on the south side of the said church, in which master William Vauce lies buried in an arch on the south wall of the chapel (in quodam archu anglice in a arche) beneath a marble stone. He shall celebrate for the good health of the said John Moore while he is alive, and for his soul after death, and for the souls of master William Vauce, lately dean of the college, and his family, and of John and Katherine, parents of John Moore, and of the benefactors of the said William and John, and for the souls of all the faithful deceased, in the form which follows: every Sunday a mass of the Trinity, on Monday of the Angels, on Tuesday of the Holy Ghost, on Wednesday of Requiem, on Thursday of Corpus Christi, on Friday of the Holy Cross, and on Saturday of St. Mary. The chaplain celebrating shall say in each mass the Collect: Deus qui caritatis with the addition, per gratiam sancti spiritus tuorum cordibus fidelium infundis da famulo tuo Johanni sacerdote pro [f. 95] quo tuam
I20 CARTULARY OF ST. MARK'S HOSPITAL, BRISTOL

deprecamur salutem mentis et corporis ut te tota virtute diligent et que tibi placita sunt tota dileccione perficiat, with the Secretum and the Post-Communion in suitable form. After John More's death, the said chaplain shall say a Collect also for the soul of John, and for the souls of the said William Vauce and for the families of William and John and all their benefactors, &c., namely: Deus qui soli competit medicinam prestare post mortem tribue quamuis ut anima Jamuli et anima familis tui Willelmi sacerdotum et anime parentum ac omnium beneficiorum eorundem ab omnibus exute peccatis electorum tuorum societibus aggregentur added to the first collect, &c., with the Secretum and the Post-Communion in suitable form. The chaplain so celebrating shall receive 7d. weekly at the hands of their treasurers. The dean and chapter have also undertaken solemnly to observe an anniversary for the souls of William, John, their families and their benefactors, and all the faithful deceased, namely, yearly on the morrow of the feast of St. Arnulf, Bishop and Confessor [18 July] in the month of July if possible, and if not upon the nearest convenient day before or after: on which day the brethren with all the ministers of the said church shall celebrate by singing and saying with music (cantando et dicendo solemniter cum nota) the Vespers and Matins of the Office of the Dead (Placebo et Dirige) and the Requiem Mass, and on the following day a deacon and sub-deacon shall celebrate at the high altar of the said collegiate church with fitting prayers and bell-ringing on these days, as is customary, and suitable lights lit during the time of these exequies. Immediately after each anniversary mass thus performed at the high altar the treasurers of the college shall distribute money as follows: to the dean, if he be present, 8d., to each canon taking part in the mass and exequies, 6d., to each stipendiary fellow and chaplain (socio et capellano conducticio), 6d., [f. 95v] to each of the three clerks of the college, 2d., to each of the parish-clerks for the bell-ringing, 2d., to each of the 12 choristers, 1d., to each of the 6 priests of either chapel who Celebrates the exequies at mass on the morrow of the said anniversary, 4d., to each of 6 poor men and 6 widows, 1d. The subdean, in addition to the 6d. already assigned to him, shall have 4d. if he has made special prayers in the pulpit on Sundays for the souls of William and John and their families and benefactors, which the dean and chapter have now obliged the present subdean and his successors to perform faithfully for ever. For the devoted performance and fulfilment of all the foregoing, the dean and his brethren grant that
if they are negligent in finding a chaplain to celebrate as above, or in performing any of the foregoing services, or in observing the directions of this ordinance, then, after due warning of 40 days, the master and brethren of the devout house of St. Mark called the Gauntes (les Gauntes) by Bristol shall have power to distress upon their lands, tenements, rents &c., in co. Gloucs., to the extent of 20s. by way of penalty, and to keep such money until they are fully satisfied that all the provisions of this ordinance are fully performed. As further security for the performance of this ordinance, [f. 96] they now oblige themselves to be bound and coerced by the censures of the lord bishop of Worcester, their founder, or by his officials or commissaries, and they submit themselves to his judgements and decrees. One part of this writing tripartite remains with the said master John More and his assigns, another with the master and brethren of the said Gaunts’ House (domus de Gauntez), for the reason specified above, both parts sealed with the common seal of the said dean and chapter. The third part, sealed with the seal of master John More, remains in their own possession. At Westbury, in their chapter-house, 20 September 1497.

William Cretynge (or Creton) had been a canon of Windsor (installed 1487, Le Neve, Fasti Ecclesiae Anglicanae, ed. Hardy, iii, 389) before becoming dean of Westbury College shortly before 1496 (Wilkins, Westbury College, p. 56).


John More held the prebend of Goodringhill in the college of Westbury from 1483 until his death before 1505 (Wilkins, op. cit., p. 74).


‘Writing indented’ [English] of John Esterfelde, ‘marchaunt oon of the aldremen of the Town of Bristow and two tymes Meyre of the same’, reciting the conveyance by him to the chapel of the Three Kings of Cologne and Forster’s Almshouse annexed thereto, in Stepestrete in St. Michael’s parish, Bristol, of lands and revenues provided for them by the late John Forster, merchant and mayor of Bristol, and the augmentation of these by grant of the said John Esterfelde: together with Esterfelde’s ordinances for the government of the said chapel and almshouse.

This document is discussed in Appendix III.
Indenture [English] made 17 March, 20 Henry VII, between David Philipp, mayor of Bristol, and the commonalty of the same, and Thomas Tylar, 'Maister of the house or hospitalle of Saint Marke of Billeswyke of the said Towne and his Brethren of the same place', reciting that John Esterfelde, late merchant of Bristol, 'hathe of his good and vertues disposicon releved gretly the pore men and women in thalmeshouse on Michaell Hille in Bristowe forseid called Forsteris Almashouse and for the continuance of the same pore people ther for evir to be relevyd hathe made good and discrete ordinaunces': the master and brethern now bind themselves and their successors to 'well and truely performe observe and kepe all and singuler articles ordinances covenants and grants aboue rehercid lymyted and appoynted to the said Maister and Brethern', and they undertake that if they fail in any of this they will pay 3s. 4d. 'in the name of a peyne' to the mayor and his successors on the day of account [f. 100v] and the mayor shall divide it among the poor folk of the almshouse. The mayor and commonalty have set their common seal on that part of the indenture remaining with the master and brethren, and the master and brethren have set their common seal on the part remaining with the mayor and commonalty.

For this document, see Appendix III.

Agreement, made at Bristol on the feast of St. Andrew the Apostle, 9 Edward II, between Rose, widow of Thomas de Weston, late burgess of Bristol, and brother William, master of the house of St. Mark of Bristol, and the convent of the same, whereby Rose, in her lawful widowhood, has leased to the master and brethren a plot of land 17 feet broad that lies between the land of St. Mark's on the north and that of the abbot of St. Augustine and of St. Mark's on the south, and contains 91 feet in length from King's Street in front to the land of St. Mark's behind: to hold to them and their successors of Rose and her heirs for a term of 10 years, rendering yearly 12d. at the four usual terms to Rose and her heirs. Clause of warranty. At the end of this term, when the land ought to revert to Rose and her heirs, it shall remain to the master and brethren and their successors for a yearly rent of 8d. [f. 101r] Sealing clause. 'Hiis testibus Joceo de Reyny. Johanne Hebbe. Nicholao le Peyntoure. Stephano le Peyntoure. Johanne le Plomer. Johanne Cesse. Petro scriptore et aliis.'
STOCKLAND BRISTOL

[f. 104] 181 [Circa 1225–30]

Charter of Hugh de Nevill granting and quitclaiming to sir Maurice de Gaunt and his heirs or assigns the suit of Stokeland which pertains to Hugh's hundred of Canyngton. If Maurice or his heirs or assigns or any of their men shall for any reason be condemned in Hugh's court, they shall be quit of the amercement. Hugh and his heirs will warrant to Maurice and his heirs or assigns so that they shall be quit of the said suit and of amercements imposed on them for any reason. 'Hic testibus Domino Philippo de Banton. Domino W. Camerario. Domino Gilberto de Shipton. Henrico de Vein'. Roberto Capellano. Rogero de Sumery. Jacobo de Nevill'. W. Pycos. Nigello Camerario. Gilberto de Hendon et aliis.'

Hugh de Nevill, the king's forester, served on the Third Crusade with Richard I and was faithful to John until after Magna Carta. He was sheriff of Essex and Herts. 1198–9 and 1202–3 and of Lincs. 1227 and died in July 1234 (Comp. Peerage, ix, 479–80). In right of his wife, Joan de Cornhill, da. of Alice de Curci, and co-heiress of the great Curci inheritance, he had a claim to large estates in West Somerset and elsewhere, but it was not until 1224, on the rebellion of Fawkes de Breauté, husband of Margaret, the other co-heiress, that he obtained possession of the castle and half the manor of Stogursey (Stoke Curcy), to which the hundred of Cannington was appurtenant (W. Farrer, Honors and Knights' Fees (1923) i, 108–9; Patent Rolls, 1226–25, p. 464), and the partition of the manor of Stogursey between the co-heiresses was not made until Dec. 1225 (Rot. Lit. Claus., ii, 89). The later limit of date is provided by the death of Maurice de Gaunt in Aug. 1230.

The manor of Stockland Bristol lies within the hundred of Cannington, which is bounded on the north by the Bristol Channel and the east by the R. Parrett.

182 [Circa 1225–30]

Charter of Hugh de Nevill granting and quitclaiming to sir Maurice de Gaunt and his heirs or assigns the suit of Stoklanda which pertains to the hundred of Canyngton, so that they shall be quit of the said suit from him and his heirs in perpetuity.
This grant and quitclaim Hugh and his heirs will warrant to Maurice and his heirs or assigns against all men and women. [Witnesses as in no. 181]

[f. 104v] 183 [Early 13th century: after 1207]

Agreement between Henry de Mudiford and Maurice de Gaunt, whereby Henry has given to Maurice and his heirs all his land of Willemareis and has released all his right therein, which he once claimed from Maurice by writ of novel disseisin, so that Maurice and his heirs shall hold the land free and quit of any claim from Henry or his heirs. For this Maurice has given Henry 10 marks sterling. But if Henry or his heirs make any claim or demand for the said land, they shall pay 40 marks sterling to Maurice and his heirs before they will answer for the said land. Sealing clause. 'Hiis testibus Willemo de Columbaris. Willemo Russell'. Waltero Hakeball. Hugone Trevett. Roberto filio Ricardi. Johanne de Alneto. Johanne de Bretesche. Adam de Bidiford. Jordano fratre eius et multis aliis.'

Henry de Mudiford and several of the witnesses to this agreement attested grants to Stogursey Priory in the late 12th century and about 1200 (Stogursey Charters, ed. T. D. Tremlett and N. Blakiston, S.R.S. lxi (1949), pp. 11, 16, 19–22, 25–6), but the date cannot be before 1207, when Maurice de Gaunt had livery of his lands (D.N.B., s.n.; but for evidence that he came of age a year or more earlier, see Early Yorks. Charters, ed. Clay, vi, 35, ff.). Adam de Budiford (Bediford, i.e. Bideford) witnessed Maurice de Gaunt’s foundation charter of the almonry of St. Mark circa 1220 (see Introduction, p. xii) and his son or brother, Jordan, was afterwards one of Maurice’s executors.

184 [Early 13th century: after 1207]

Charter of Henry de Mudiford giving to Maurice de Gaunt and his heirs, for 10 marks sterling paid by Maurice, all his land in Willemareis which he once claimed from Maurice by writ of novel disseisin: [f. 105] to hold of Henry and his heirs, freely and quietly and without demand by Henry. Sealing clause. [Witnesses as in no. 183].

'Banton' is here rendered 'Kanton' and 'Pycos' as 'Pycott'.
Agreement made in the presence of Ralph, bishop of Chichester, chancellor of the lord king, Jocelin, bishop of Bath, and William, bishop of Worcester, between Henry de Veym and Jordan de Bedyford, executors of the late Maurice de Gaunt, and Andrew Luterell, concerning the manor of Stoklond with its appurtenances, whereby Andrew has given in free, pure and perpetual alms to God and the Blessed Mary and the Blessed Mark and the master of the almonry of Billeswyke, for the support of the said master and the chaplains celebrating there for the faithful and for the feeding of the poor, all the said manor of Stoklond with all services without any reservation, so that as soon as he shall have seisin from the king, he will give full seisin thereof to the said executors, in consideration of 40 marks which the executors are bound to give him for the manor, 20 marks to be paid when he has given them seisin thereof and 20 marks at All Saints Day next following. If any writings concerning Andrew's inheritance remain in the possession of Henry de Veym, he shall then restore them to Andrew. And be it known that Henry, in Andrew's presence, has committed one charter to the custody of the Bishop of Bath, who will deliver it to Andrew when Andrew has fully satisfied the executors [f. 1059] concerning the said seisin. If Andrew refuses to do this, the bishop will return it to Henry. If Margaret, widow of Maurice de Gaunt, shall wish to have dower of the manor, the executors shall make her dower of one-third part of the manor and thereby be quit to her. Sealing clause. "Hiis testibus Domino Gilberto de Gaund. Roberto de Gurnato. Johanne de Campo Florido. Willelmo de Fen' tunc Senescallo domini Bathon'. Magistro Roberto de Bretun. Johanne de Templo Clerico. Waltero et Roberto clericis. Stephano Camerario. Willelmo Luttrell'. Terrico cleric et aliis.'

On 18 Sept., 1230 Sir Andrew Luttrell laid claim to the manors of East Quantoxhead, Huish (in Nettlecombe), Stockland Bristol, Pawlett and Weare, Som., and Irnham, Lincs., as being his inheritance after the death of Maurice de Gaunt in Aug. 1230 (Maxwell-Lyte, History of Dunster, i, 63-4). On 10 May, 1232, the sheriff of Somerset was ordered to give him seisin of East Quantoxhead, Huish, and Stockland (Close Rolls, 1227-31, p. 437; 1231-4, p. 59). This agreement, whereby Luttrell undertook to honour Maurice de Gaunt's gift of Stockland to his almonry, must belong to this period.

For the bishops mentioned, see no. 45, note: and for the dower of Margaret de Sunery, widow of Maurice de Gaunt, see no. 207, note.

1 MS. here reads coram venerabilibus patribus R. Cic' domino Rogero cancellario, evidently the error of a careless copyist for domini Regis cancellario. The same error appears in the witness list to no. 186.
Sir Gilbert de Gaunt was son of Robert de Gaunt (d. 1191) by his second wife, Gunnora, sister and coheir of Nicholas de Stuteville; he was half-uncle of Maurice de Gaunt (son of Avice de Gaunt, daughter of Robert de Gaunt by his first wife, Alice Paynel), *Early Yorks. Charters*, ed. Clay, vi, 34; *Comp. Peerage*, vii, 674.


Of the 19 witnesses mentioned, 11 witnessed the preceding agreement (no. 185) and 4 more were present when the agreement was made, so it is very probable that this charter was made at the same time, i.e., before 10 May, 1232, when Luttrell had seisin of Stockland. It cannot be later than 18 Nov. 1232, when the charter was confirmed by Henry III (no. 26).

Reginald de Moyn (Mohun) II was lord of Dunster, 1227–58 (Maxwell-Lyte, *op. cit.*, i, 18–27).


An assize comes to declare whether Alexander Luterell, William Russell, Andrew, son of Alexander Luterell, Warin de Ralee, John

1 MS. here reads domino Rogero Cancellario. Cf. footnote to no. 185.
Brutach, John Tregoz, Richard de Chelton, Richard de la Plesse, Richard de Cogan, Henry de Furneus, Henry de la Combe, Henry de Holeford, John de Befizors, Godfrey de Cumbe, David de la Yore, William Myrewold, William de Pyrie, Ralf of the same, brother of the same William, Godfrey le Provost, William, brother of Godfrey, Robert de Purynton, Ivo Be Clerk, Walter de Barintton, and William de Wyseberwe unjustly and without judgement disseised the master of the house of St. Mark of Billeswyk of his free tenement in Stokelande, whereof the master by his attorney complains that they disseised him of a messuage, 5 carucates of land and a rent of 2s. And John Tregoz, Richard de Cogan, Henry de Furneus, Henry de la Combe, Henry de Holeford, John Fisors, Godfrey de Cumbe, David de la Yore, William Myrewold, William de Pyry, Ralf brother of the same William, Godfrey le Provost and William, his brother, and Robert de Puryton did not come; they were not attached because they were not found and therefore let the assize be taken against them by default.

Andrew and William de Wygeberewe answer by their bailiffs, and Warin de Ralee and John Brutach come and they say, with Andrew and the others, that they are not bound to answer this writ nor ought the assize to run between them, because they say that the master was never in seisin of the manor of Stoklande as of his free tenement so that he could be disseised. Alexander, by his bailiff, makes the same answer, and he says that in the time of Henry de Gaunt, lately master of the house, he himself had seisin of the manor of Stoklondse so that, in Henry's lifetime and after his death, he [Alexander] held the manor and was in good and peaceful seisin of the same and that he obtained that seisin without change of his estate (status) and that the aforesaid master never had seisin of the manor so that he could be disseised thereof, and on this he puts himself on the assize.

The master, by his attorney, says that Henry de Gaunt, a year or more before his death, relinquished his charge of the house on account of bodily weakness, and on presentation by the brethren of the house, Godfrey, bishop of Worcester, as diocesan of the place, admitted him [the present master] as guardian and governor (custodem et gubernatorem) of the house, and he produces a letter of the Bishop which witnesses to this, and he says that he was in good and peaceful seisin of the manor of Stokelande for a long

1 Sic: ? for John le fix Ors.
2 Sic: ? for Ivo le Clerk
time before Alexander and the others unjustly disseised him thereof, and on this he puts himself on the assize.

The jurors say upon their oath that the master was admitted to the government of the house of St. Mark by the Bishop of Worcester during the lifetime of the said Henry de Gaunt, and had seisin of all the lands and tenements belonging to that house, as well the manor of Stoklande as the other lands and tenements, and was in good and peaceful seisin of the manor until Henry de la Combe, Henry de Holeford, Godfrey de Combe, David de la More, William Syrewold and William, brother of Godfrey le Provost, unjustly and without a judgement disseised him. Therefore it is adjudged that the master shall recover his seisin of the messuage, 5 carucates of land and 2s. rent with appurtenances, by view of the recognitors. Henry de la Combe, Henry de Holeford and the others are in mercy. And because it is shown by the assize that Alexander Luterell [and the others not in mercy] did no injury or disseisin to the master, they may go without a day and the master is in mercy for a false claim. Damages 10o., whereof half [was paid] to the clerks. And the jurors, asked by the justices into whose hands the issues came, say that the steward of Alexander and his reeve received the issues for the use of the said Alexander. Therefore the sheriff is ordered to collect from the lands and chattels, &c.

Brother Gilbert, master of the house of St. Mark of Billeswyk, puts in his place brother Robert de Melcheborn or brother Robert de Radyngge against Alexander Loterell and others named in the original writ on a plea of assize of novel disseisin.

The heading reads: Soms': Placita de assisa et jure capta coram Johanne de la Lynde et aliis quos sibi duxit associatos de toto tempore suo anno regni regis Henrici L Vto. In the P.R.O. Assize Roll 1199, m.16d (printed in translation in Som. Pleas, ii, 147-50) the record is headed Assisa nove disseisine capta coram J. de la Lynde apud Bath in festo Sancti Jacoby apostoli anno regni regis Henrici L Vto, i.e., 25 July, 1271. But cf. nos. 193-4 (confirmed by P.R.O., Plea Roll, 14 Edward III, m. 94) where this assize is said to have been held 'before John de la Lynde and his fellows' at 'Grenewey', Som., on 6 Feb. 1270.

Alexander Luttrell was second son of his father, Andrew Luttrell (d. 1265), who conveyed Stockland to St. Mark's in 1230-2 (nos. 185, 186). The manor of East Quantoxhead and the advowson of the church were settled on him by his father and he became the ancestor of the Luttrells of Dunster. He died, probably while on Crusade with the

\[\text{The version in Som. Pleas, p. 150, here reads 'for the use of the house'. The Cartulary reading is, however, confirmed by P.R.O., Assize Roll 1199, m. 16d.}\]
Lord Edward between 1270 and April 1273 (Maxwell-Lyte, op. cit., i, 65-7). Sir Warin de Raleigh was his attorney during his absence, and probably others of the defendants were Luttrell servants. Andrew, eldest son of Alexander Luttrell, married a daughter of Sir Warin de Raleigh. (ibid., 67-9).

188 [13 Nov. 1340]


Alexander Luttrell, knight, eldest son and heir of Andrew Luttrell (d. after 1310), succeeded to his father's estates in or before 1326, was knighted at the coronation of Edward III, Feb. 1327, and was murdered at Watchet in April 1354 (Maxwell-Lyte, History of Dunster, i, 69-72). For this quitclaim and the others which follow, see notes to nos. 192-4, and Introduction, pp. xxviii-ix.

189 [13 Nov. 1340]

Quitclaim by Alexander, son of Andrew Lutterell, knight, lord of Est Cantokkeshende, to brother Ralph, master of the house of St. Mark, &c., and his successors, and John le Deye of Stokelond Gaunt and Joan, his wife, of all his right in a messuage, 20 acres of land and 6 acres of meadow in Stokelond Gaunt. Quitclaim also to brother Ralph and his successors and to John le Dey of 6 acres of meadow in the said vill. Sealing clause. [Witnesses, omitting Gournay, Bradney and Pym, place and date as in no. 188].

190 [13 Nov. 1340]

Quitclaim by Alexander, son of Andrew Lutterell, knight, to brother Ralph, master of the house of St. Mark, &c., and his successors, of all his right in the manor of Stokelond Gaunt, together with the advowson of the church thereof. [f. 108] Warranty and sealing clauses. [Witnesses, omitting Gournay, place and date as in no. 188].
Quitclaim by Alexander, son of Andrew Lutterell, knight, to brother Ralph, master of the house of St. Mark, &c., and his successors, of all his right in the manor of Stokelond Gaunt and the advowson of the church thereof [&c., as in no. 190, but without warranty clause].

Indenture tripartite, made at Taunton, Wednesday after St. Martin, 14 Edward III, between brother Ralph, master of the house of St. Mark, &c., and his brethren, and Alexander, son of Andrew Lutterell, knight, lord of Estkantokeshende [f. 108v] and John de Reygny, the elder, knight, witnessing that the master and brethren and Alexander Lutterell have delivered to John de Reygny a writing sealed with the seal of the master and brethren in which it is stated that the master and brethren have granted to Alexander and Lucy, his wife, a yearly rent of £10 to be taken of the manor of Poulet, which writing the said John shall keep on the following conditions. If Alexander, in person or by his attorney, acknowledges a writing whereby he quitclaimed all his right in the manor of Stoklond Gaunt, with clause of warranty, and does not challenge it in the king's court on a plea now pending there by writ concerning the grandfather (de avo) of the said Alexander, and does not plead otherwise than the counsel of the master and brethren shall ordain, and, moreover, by fine to be levied in the king's court at the cost of the said master before any of the king's justices, makes a release by writ of dedimus potestatem in Somerset, before the feast of St. Peter's Chains next [1 Aug.], then the said deed of grant of the yearly rent shall be delivered to him or to his wife, Lucy, if no fault be found in his performance of these conditions. If Alexander does not execute these provisions, the deed of grant shall be delivered to the master or his successors. John de Reygny acknowledges the receipt of the writing, to be delivered in accordance with these conditions to one or the other party. 'In cuius rei testimonium partes predicte hiis indenturis tripartitis sigilla sua alternatim apposuerunt. Hiis testibus Ricardo de Acton. Radulpho Restewold. Thoma Fychett. Simone de Bradney. Thoma de Orchard et alis.'

This indenture provides an important clue to the final settlement of the dispute between Alexander Luttrell and St. Mark's for the manor
of Stockland, which was before the Court of Common Pleas at the time (no. 194). Alexander Luttrell claimed the manor by writ of aiel (an extension of the assize of mort d' ancestor which allowed an action for seisin to be brought by the grandson of the dispossessed tenant: Holdsworth, History of English Law, iii, 23-4) in virtue of the alleged seisin of his grandfather, Alexander Luttrell (no. 187, note). The case was discussed at length in the Year Books (Year Books 14 Edward III, Rolls Series, 1888, pp. 208-223). See note to no. 194 and Introduction, p. xxviii.

198 [10 March 1338]

Writ of Edward III to his justices of the bench, sending them the record and process of an assize of novel disseisin [f. 109] between the master of the house of St. Mark of Bristol and Alexander Loterell and others, taken at Gnewey before John de la Lynde and his fellows, justices of assize in the county of Somerset, in 55 Henry III, concerning tenements in Stockland, which record and process the king had caused to be brought before him in chancery, and directing them to proceed in the case now before them between Alexander Loterell, kinsman and heir of the said Alexander, now plaintiff, and the present master of the house of St. Mark, defendant, concerning a messuage, 5 carucates of land and 2s. rent, with their appurtenances, in Stockland, which are the same tenements concerning which the said assize was levied. 'Teste meipso apud Westmonasterium decimo die Marci anno regni nostri duodecimo.'

See notes to nos. 192 and 194. The assize of novel disseisin of 55 Henry III is no. 187.

194 [1340]

Somerset: Plea at Westminster before John de Stonore and his fellows, justices of the bench, Trinity term, 14 Edward III. (In the 94th roll).

Alexander, son of Andrew Loterell, by John de Cumber, his attorney, seeks against the master of the house of St. Mark, &c., the manor of Stockland Gaunt, with its appurtenances, except 3 messuages and 40 acres of land, and against John le Deye and Joan, his wife, he seeks a messuage and 12 acres of land in Stockland, of which Alexander Luterell, his grandfather, whose heir he is, was seised in his demesne as of fee on the day of his death, and had been so seised in time of peace in the time of King Edward I, and had taken the profits thereof, and from him the fee descended
to Andrew, his son, and from Andrew to Alexander, his son, the plaintiff. And thereof he produces suit. [f. 109v].

The master and the others come and defend their right, and they say that Alexander can claim no right in the manor because by an assize of novel disseisin taken at Grenewey, 6 February, 55 Henry III, before John de la Lynde and his fellows, justices of assize in the said county, one brother Gilbert, master of the house of St. Mark, predecessor of the present master, brought an assize of novel disseisin against one Alexander, grandfather of the present Alexander, for a messuage, 5 carucates of land, and 2s. rent in Stocklound, which are the same tenements which Alexander now seeks by name of the manor [of Stockland], to which assize Alexander, the grandfather, answered as tenant and said that the aforesaid master was never seised of the tenements so that he could be disseised thereof. It was found by this assize that the said brother Gilbert was seised of the tenements and disseised by Alexander, the grandfather, so it was then adjudged that the said Gilbert should recover his seisin. Wherefore the master seeks judgement whether the present Alexander ought to have an action against him for the said tenements by reason of the seisin of Alexander, the grandfather, whose status therein was wholly annulled by the said judgement.

Alexander says that after the time at which the master alleges the aforesaid recovery, one Geoffrey Luterell was seised of the said manor in his demesne as of fee and right, and he enfeoffed Alexander, the grandfather, who was thus seised of the manor by force of this grant, and died so seised. And this he is prepared to prove, whereon he seeks judgement. And the master says that the then master was seised after the said recovery, and so were all his successors, and the present master is now seised, and that the said Geoffrey was never seised of the manor after the said recovery, and upon this he puts himself on the country, and Alexander likewise. The sheriff was ordered to cause to come here in the octave of St. Martin [f. 110] twelve, &c., by whom, &c., who neither, &c., because as well, &c. And John and Joan say that they do not hold the tenements except for term of their lives by demise of William, lately master of the house of St. Mark, and the reversion after their deaths pertains to Ralph, the present master, without whom they cannot answer Alexander. And they seek aid from the master. So let him be summoned to be here at the end of the said term to answer together, &c. The same day is given to the parties here, &c.
For these proceedings see Introduction, pp. xxviii–ix and note to no. 192. The record of the case as given here is incomplete; proceedings had been begun in 1337 (when the pleadings again attracted the attention of the Year Book reporters, *Year Books 11 and 12 Edward III*, ed. Pike, Rolls Series, 1883, p. 127) and were ended only after the agreement between the parties discussed above (no. 192 and note), Luttrell's quitclaim of all right in the manor of Stockland being entered on the plea roll, and judgement given for the master and brethren. For Geoffrey Luttrell, see no. 198.

Somerset: Pleas before the King, Westminster, Michaelmas term, 6 Henry IV. (In the 5th roll among the pleas of the King).

It was presented before William Wroth, sheriff of Somerset, at his tourn held at Lypeston, 5 April, 5 Henry IV [1404], that there is a common path (*semita*) for horsemen and pedestrians between Combwyche passage and Wykynggespull, which William, master of the house of St. Mark of Bristol, lord of Poulet, has blocked with stone and timber both at the end near the passage and at the end near Wykynggespull, to the damage of the country because they cannot pass; also that there is a common causeway at Poulet called the Combwiche Causeway below the banks of the river there, which is broken and damaged to the damage of the country, and the master ought to repair it; also that there is a common path for horsemen and pedestrians in the marsh at Poulet between Blakebrigge and Purytonbrigge, which is deep and miry, to the damage &c., which the master ought to repair; also that there is a common water-course in the township of Wyke, of which Lord de Ponynges is lord within the hundred of Kanyngton, which runs down from a place called Hyhurne to the sea, and which the master ought to attend to and repair by reason of his tenure there; but it is blocked by the master's default, to the damage, &c.; also that in the said water-course there is a sluice called Thete, designed to exclude the water of the sea, now broken, to the damage, &c., which the master ought to repair by reason of his tenure there; also that there is a stone bridge across the said water-course in *le Wrath* of Wyke, [f. 111v] now broken so that men cannot cross, which the master ought to repair and maintain by reason of his tenure there.

These presentments the king caused to be brought before him for certain reasons. In the quindene of Michaelmas the master comes in person and in answer to the first presentment, concerning
the path for horsemen and pedestrians between Combwyche passage and Wykynggespull', he says that he holds a parcel of land in Poulet called Gaunteshammes, parcel of that manor, and Gaunteshammes is enclosed by a sea-wall and by le Wrath adjoining the sea-wall, both the wall and le Wrath being parcels of the manor of Poulet of which he is lord, and he says that across this land of Gaunteshammes runs the king's highway (via alia et regale) for horsemen and pedestrians from Combwyche passage to Puryton and Hunspull and elsewhere, along which the men of the country may pass, as well as the path mentioned in the presentment. This he is prepared to prove by the country. As to the causeway he says he ought not to repair it as supposed in the presentment, and that neither he nor any of his predecessors had ever been held bound to its repair, and this he is prepared to prove by the country. He gives the like answer concerning the passage in the marsh between Blakbrugge and Purytonbrugge. As to the water-course in the township of Wyke, the master says that he is lord of the manor of Stoklonde, through the midst of which [f. 112] a water-course runs down to the place called Hyhurne, and that he and his tenants have cleaned and banked this water-course throughout his land whenever necessary and that it has never been blocked by their default. He says also that there is another water-course running from the township of Coke to the place called Hyhurne between his manor of Stoklonde and Lord de Ponynges' manor of Wyke in the hundred of Kanyngton, and he and his tenants have been accustomed to clean and bank one half thereof, and the Lord de Ponynges and his tenants of Wyke the other half. The master says that he and his tenants have performed their liability in regard to their half of the water-course running between the two manors, and ought not to be held to repair the water-course in the township of Wyke running from Hyhurne to the sea, as supposed in the presentment, and this he offers to prove by the country. As to the sluice called Thete, he ought not to repair or maintain it, by reason of his tenure, because he has no tenure thereof, and neither he nor any of his predecessors from time out of mind have repaired the sluice by reason of their tenure, and this he is prepared to prove, &c. He gives the like answer in regard to the stone bridge in le Wrath in Wyke. [f. 112v] Thomas Couele, who sued for the king, says that the master ought to repair all the damages mentioned in the presentments, and this he is prepared to prove on the king's behalf, &c. And the said master likewise. [The hearing was
adjourned to the king's bench in the octave of St. Hilary and then further, for default of jurors, to the quindene of Easter.

Pleas before the lord king at Westminster, Trinity Term, 6 Henry IV [1406]. The jury between the king, by Thomas Couele who sues for the king, and the master of the house of St. Mark, by Hugh Holgot, his attorney, concerning certain articles presented against the master, was put in respite by defect of jurors, until three weeks after Michaelmas, wherever &c., unless earlier after Michaelmas before William Hankeford, justice of the common bench, at Wells. The sheriff was ordered to have the bodies of all the jurors before the lord king at the said term or before the said justice at the said day and place if &c. The same day was given to the said Thomas and to the master.

Afterwards, on the day and place within contained, before William Hankeford, justice of the common bench, and John Cossyn, joined with him according to the form of the statute, William, master of the house of St. Mark, Bristol, comes in person. Proclamation was made, as is customary, as to whether any one wished to inform the jurors on behalf of the king, but none came to do so. The jurors come and being tried and sworn say on their oath that in Poulet [f. 113] there is a parcel of land called Gaunteshammes and across that parcel of land runs the king's highway from Combwich passage to Puryton and Hunspull and elsewhere by which the men of the country can travel, just as the master has alleged, as well as the path for horsemen and pedestrians. [They similarly confirm the master's depositions on all the charges made in the presentments.] So it is awarded that master William should go thence without a day, &c. saving always the right of the king and that &c.

Combwich Passage is the crossing of the R. Parrett between Pawlett and Stockland Bristol. Puriton and Hunspull adjoin the parish of Pawlett, and Wick is ¾ miles W. of Stockland Bristol. 'Gaunteshammes' is now Pawlett Hams and the king's highway across the marsh there is now White House Road from Gaunt's Farm to Combwich Passage. The watercourses mentioned are the Middle Brook and North Brook which flow through Stockland.

[f. 114v] 196 [22 Jan. 1315]

Inquisition [ad quod damnum] taken at Axebrigge before the escheator, 22 January, 8 Edward II, by oath of Philip Loveschaft, Philip Simond, William Gocelyn, Robert le Palmer, Henry de
Montfort, Henry le Frye, John de Ardern, Thomas le Prest, William Adam, William Atwode, John Atwode, and John Reignold, who say that it will not be to the injury of the king or others if the king gives licence to the master and brethren of the house of St. Mark, &c., for the appropriation to the master and his successors of the church of Stokelond, which is of the master’s gift: for they say that Andrew Loterell, grandfather of Robert Loterell (who is his heir), and formerly lord of Stokelond and patron of the said church, gave the manor and the advowson of that church to the master and brethren, to hold in free, pure and perpetual alms, and his grant was confirmed by King Henry III and King Edward I. The church is worth 10 marks yearly. They say also that there is no mesne lord between the king and the master and brethren so far as concerns the said advowson.

The reference to Robert Luttrell appears to be an error of the jurors. The Luttrells of East Quantoxhead were at this date represented by Andrew, son of Alexander (no. 188, note), 2nd son of Andrew (d. 1265), ‘the grandfather’. The only Robert Luttrell living at this time was a clerk, the 3rd son of Andrew (d. 1265): he was a canon of Salisbury and died in 1315. (Maxwell-Lyte, History of Dunster, i, 66.)

Letters patent of Edward II, giving licence, for a fine paid by the master and brethren of the house of St. Mark, Bristol, [f. 115] for the appropriation in mortmain to them and their successors of the church of Stoklonde, which is of their advowson. ‘Teste meipso apud Westmonasterium septimo die Februarii anno regni nostri octavo.’

Cf. Cal. Patent Rolls, 1313-17, p. 217, where the fine paid by the brethren is stated to be £10.

Charter of Geoffrey Loterell confirming to his brother, Alexander Loterell, his manor of Cantokeshed, with all appurtenances, the advowson of the church there, a yearly rent of 50s. from the township of Huwysshe and all his right in Stokelond and Baggebury, with appurtenances, all of which had been given to Alexander by Andrew Loterell, their father: to hold to him and his heirs or
assigns of Geoffrey and his heirs, rendering yearly a gilt spur or 6d. at Pentecost for all services, saving the service due to the king. Warranty and sealing clauses. 'His testibus Hugone Dobi de Alymore Roberto de Brechewall Radulpho de Cannill et aliis.'

Sir Geoffrey Luttrell was eldest son of Sir Andrew Luttrell (d. 1265). For Alexander, his second son, see no. 187, note. According to Maxwell-Lyte, History of Dunster, i, 65–6, Geoffrey confirmed his brother Alexander's right in East Quantoxhead and the other properties after their father's death in 1265, but Geoffrey himself had become insane by 1266 and was then committed to his brother's care. He died in or before Feb. 1270.

This confirmation was no doubt copied into the Cartulary by reason of its connection with the lawsuit over Stockland between Alexander's grandson and the Hospital (no. 194). It was in virtue of this that Luttrell claimed Stockland in 1340.

[f. 115v] 199 [r July 1316]

Letters patent of John, bishop of Bath and Wells, reciting that he has heard the repeated complaints of the master and brethren of the house of St. Mark, Bristol, that their rents and issues are too slender to enable them to support themselves and the poor who continually flock to their house, for in addition to the twice-daily distribution of alms which from the time of their foundation they have been bound to disburse they are charged with other expenses arising from their hospitality to those who come there, and it is by no fault of theirs that they cannot bear these charges but because of their feeble resources and the variety of exactions they must meet which continually increase, and also by the incursions of the sea which has submerged a large part of their land in the bishop's diocese lying near the sea. They complain that they are so burdened that unless they have other help they will be reduced by necessity against the honesty of religion to the misery of begging. These facts are generally known to be true, both by the bishop and by other honest men in those parts. Therefore the bishop, to avert the desolation which faces the master and brethren, and moved by compassion for them, and with the agreement of the chapters of Bath and of Wells, has granted to the master and brethren and their successors [f. 116] that they may appropriate to their own use the church of Stokelande in the bishop's diocese which is of their patronage, and possess it as rector, disposing of its fruits at their will, saving to the bishop and his successors power to ordain a competent benefice to the vicar in the said church.
The master and brethren shall present such vicar to the bishop at each vacancy. The archdeacon shall have from them in addition to his dues half a mark yearly for his sequestrations payable at Michaelmas, and the chapter of St. Andrew of Wells shall have from them 2s. yearly at the same feast for sequestrations during time of vacancy, saving to the bishop and his successors and to the archdeacon their due and accustomed rights and dignity. Blakeford, 1 July 1316, in the 7th year of his consecration.

An earlier version of these letters of appropriation, dated at London, 11 Feb. 1315, is calendared in Cal. Wells MSS., i, 185, where the date has been left uncorrected as 1314.

John of Droxford (Drokensford) was Bishop of Bath and Wells from 9 Nov. 1309 to 9 May 1329.


Confirmation by prior John and the convent of the cathedral church of Bath of no. 199 [recited in full].

[ff. 117v–118] 201 [15 July 1316]

Confirmation by the dean and chapter of the cathedral church of Wells of no. 199 [recited in full].

Calendared in Cal. Wells MSS., i, 189, where the confirmation is dated 9 July 1317.

202 [24 June 1316]

Notification by Nicholas de Sobbury, chaplain, who has been presented by the master and brethren of St. Mark, Bristol, to the church of All Saints, Stokeland, that he has appointed Richard Crabbe, clerk, as his proctor to seek and receive from John, bishop of Bath and Wells, or his commissary or commissaries, possession of and institution in the said church, and to act on his behalf in all matters connected therewith. [f. 118v] 'In cuius rei testimonium sigillum meum presentibus apposui et ad pleniorem premissorum probacionem sigillum decanatus de Axebrugge apponi
Nicholas de Sodbury was instituted as rector of Stockland on 25 June, 1316 (Register of John de Drokensford, S.R.S. 1, 1887, ed. Hobhouse, p. iii.) He resigned shortly after when the church was appropriated to St. Mark’s (no. 203). On 23 May, 1326, he was collated to the living of Over Stowey, six months before that church also was appropriated to St. Mark’s (nos. 252, 244).

203 [14 July 1316]

Mandate of John, bishop of Bath and Wells, to the official of the Archdeacon of Taunton, informing him that the church of Stokelonde, recently appropriated for certain good reasons to the prior and brethren of St. Mark of Bristol, with the assent of Nicholas de Sobbury, chaplain, rector of the said church, has become vacant by the resignation of Nicholas, and directing him to induct the master and brethren or their lawful proctor into possession of the church and its appurtenances, saving to the bishop and his successors their rights specified in the letters of appropriation, and to grant them also his letters patent of induction. Blakford, ij. Id. July, A.D. 1316, in the 7th year of his consecration.


204 [22 Sept. 1329]

Notification by the official of Ralph, bishop of Bath and Wells, [f. 119] stating that in the course of the visitation which he has made, in virtue of the commission to him by the said bishop, in the diocese of Bath and Wells, he summoned before him the master and brethren of the house of St. Mark of Bristol, Worcester diocese, in respect of the churches of Stokelond and Overstawey, which they claim to possess to their own use and to have long so possessed them, and that after careful examination by him and his commissaries of the privileges and muniments and the confirmation by John, late bishop of Bath and Wells, produced by the said master and brethren, they were held to have satisfied him on this point, and were dismissed discharged from his examination. He has attached the seal of the officiality of Bath and Wells. Wells, X Kalend. October, 1329.
Ordinance of Thomas, bishop of Bath and Wells, stating that whereas the vicarage of Stokelond in his diocese is so meagrely endowed that the vicar who there maintains the cure of souls and, at the bishop’s command, personally resides there, cannot support himself as he ought from the revenues, and since both divine and human law require that he who serves an altar shall have the necessities of life, the bishop, with the express consent of William, master of the house of St. Mark, Bristol, and the brethren of the same, who are patrons of the vicarage, has decided that the vicarage of Stokelond shall be newly endowed and augmented [f. 119v] and that for the future it shall be constituted as follows: the present vicar and his successors shall have the houses and buildings which previous vicars have had and occupied together with 15 acres of arable land in the field of the said township, of which 8 acres lie in a croft called Langlande, 5 1/2 acres in Panncrofte, 1 1/2 acres in Pesecrofte, 2 1/2 acres of meadow lying in le Fisherpole, and 2 1/2 acres of pasture in severalty in Langmede, and the tithes of hay, (except from the demesne meadows of the master and brethren) and excepting also tithes of hay from land lately converted into meadow from the arable or afterwards so converted. They shall have also the tithes of rushes or reeds of the whole parish and the tithes of wool, milk, flax, hemp, calves, lambs, foals, pigs, geese and doves, and all offerings, oblations, and the lesser tithes pertaining to the church, both from the court of the said master and brethren and from the parishioners, except tithe of the swans of the master and brethren. They shall have also 28s. yearly to be paid to them by the master and brethren in equal portions at Easter, the Nativity of St. John the Baptist, Michaelmas and Christmas. The master and brethren, as rectors, shall bear all ordinary and extraordinary expenses of the said church or its chancel and the ecclesiastical ornaments, except two processional candles which vicars shall provide at their own expense. This present writing tripartite, one part of which remains with the bishop, one with the master and brethren, and one with the vicar, has been sealed with the bishop’s seal and the common seal of the said religious. At his manor of Banwell, 26 January, 1453, in the 11th year of his consecration.


Thomas Beckington was bishop of Bath and Wells 1443-65. The only new feature of this endowment was the yearly stipend of 28s.:
in other respects it follows the ordinance originally made for the
vicarage of Stockland by Bishop John of Droxford in 1317 (Cal. Wells
MSS., i, 385).

[5 Feb. 1377]

Notarial instrument, dated 5 February, in the year of Our
Lord 1376, according to the computation of the English Church,
in the 15th Indiction, and the 7th year of Pope Gregory XI,
witnessing an agreement between brother Walter Brunynge,
master of the hospital of St. Mark, &c., diocese of Worcester, to
which house the parish church of Stokeland, diocese of Bath and
Wells, is appropriated, and sir Thomas Grop, vicar of that church,
of the one party, and sir Hugh Willynges, rector of the church
of Oterhampton, of the other, in the presence of Richard de Hor-
ford, public notary, in settlement of a dispute which arose between
the parties because, in despite of a good and established custom,
oberved for time out of mind by the rectors of Oterhampton
and Stokeland, whereby the bodies of persons dying within the
townships or hamlets of Oterhampton and Marsshe were brought
to the parish church of Stokeland for funeral rites and burial in the
churchyard there, and the vicar of Stokeland took all offerings
for requiem masses celebrated there, the said Hugh has caused the
bodies of the dead to be brought to his church or chapel of Oter-
hampton, funerals for them to be celebrated there and the dead
to be buried in his churchyard, and funeral offerings have
been taken by him which ought to pertain to the vicar of Stokel-
ond, against the will of the said master and vicar. At length,
for the sake of peace, and by the mediation of sir William Cogan,
knights, and master Robert Crosse, rector of the church of Spaxton,
the parties agreed that henceforth Hugh will recognise the right
of the church of Stokelonde to have the bodies of persons dying
in Oterhampton and Marsshe brought to that church for burial in
the churchyard there, unless they have chosen to be buried
elsewhere, and the vicar of Stokeland and his successors shall
take all offerings for requiem masses, as his predecessors have been
wont to do. Afterwards, on Hugh's behalf, sir William Cogan
offered to master Walter £100 by way of damages (nomine expen-
sarum) for these and other injuries attempted by Hugh (the
grievances caused thereby sir William, as he said, wished to allay)
and, further, Hugh offered the vicar of Stokelonde, for the offer-
ings made at the funerals of the dead whom he had caused to be
brought to his own church and buried there, [f. 121] one-third of the offerings for those buried there by their own will, and two-thirds for those not buried there by their own will, but out of consideration for the pacification between them, the master, brother Walter, and Thomas, the aforesaid vicar, with the consent of the master's brethren and of master Lambert at More, acquitted him thereof. It was agreed also that Hugh would present himself again at the next consistory court at Wells [?] to celebrate the making of this pacification with the brethren of the said master] and to fix a penalty if he should presume to violate it. 'Acta et habita fuerunt hec prout suprascribuntur anno indicione pontificatu mense die et loco predictis. presentibus discretis viris domino Willelmo perpetuo vicario de Puriton. Roberto Stenynge. Rogero Thurlebere. Johanne Deye Bathon' et Wellen' diocesis testibus ad premissa vocatis specialiter et rogatis.' Attestation by Richard de Horford, clerk, of the diocese of Exeter, public notary, that he had been present with the said witnesses at all the foregoing and had written them in this public form, signed with his usual sign and name.

Otterhampton lies ½ mile S.E. of Stockland Bristol.

207 [14 June 1247]

Agreement, dated Friday following the feast of St. Barnabas the Apostle, A.D. 1247, between lady Margaret de Sumerey and Henry de Gaunt, rector of the almonry of St. Mark of Billeswyk, upon various matters in dispute between them, made in the presence of Walter, bishop of Worcester. [f. 121v] Henry de Gaunt shall have all tithes of the mill of Kantokesheved and pasture for 6 oxen, 2 cows and 2 horses in all the lady's pastures in the said township where the demesne animals graze without the park. In return Henry has remitted to the lady for the term of her life all demand as well for tithes of hunting as for pasture within the said park. Lady Margaret grants also that her men at Stokelonde shall pay suit to the foreign hundred of Henry de Gaunt, but if any of her men are amerced the lady shall have the amercements during her lifetime. Henry quitclaims to the lady for the term of

¹ A phrase has been omitted in the MS. which runs as follows; in proximo consistorio apud Wellensem celebando confratrum ipsius magistri . . . pro dicta pace stabilienda et penam in hac parte adiciendam si pacem predictam decetero violare presumpserit.
her life, for all the land which he holds at Cok, a payment of 16d. at the sheriff’s tourn in that township. Concerning this there had been an earlier dispute between the parties which was settled as follows: that Henry, at her expense (sumptibus suis) should obtain the king’s writ whereby she could impead Henry in the county of Somerset for withholding the said money, and Henry could then at his own expense (sumptibus propriis) make plea in the presence of the lady’s attorney with the intent to vouch sir Andrew Loterell to warranty, concerning the said withholding, and if Henry could obtain delivery of the said money from sir Andrew, then the lady should be freed from payment of the money, otherwise Henry from his own resources should acquit the fee of the lady at Cantokesheved as far as concerns demand for the said money. In the dispute between the parties concerning the fisheries of Were, it was agreed that lady Margaret should have the fishery called Hamwere for the term of her life, rendering yearly to Henry and his successors half an eel by way of farm, and that all other fisheries in that township, except for the sluices and ponds of the mills, should be used in common during Margaret’s lifetime. Margaret and her bailiff shall be able to fish there when they will, the burgesses of the township and others who have no fishing right being entirely excluded. After her death the said fisheries shall revert entirely to Henry and his successors. The widow of Hugh Hull shall hold her burgages in the township of Were peacefully during the time of lady Margaret, saving the right of Henry and his successors therein after Margaret’s death. Margaret grants to Henry [f. 122] free ingress and egress of her chapel of La Lee, saving to her indemnity for injury to her woods and beasts. All disputes between them are thus settled, and they have agreed that by sentence of excommunication the Bishop of Worcester may bind them to observe all the foregoing provisions. The bishop and lady Margaret have affixed their seals to the present writing.

Margaret de Sumery, widow of Ralph de Sumery, married Maurice de Gaunt as his second wife. In Sept. 1230 she was assigned the manors of Huish and East Quantoxhead for her maintenance until a full assignment of dower was made (Close Rolls, 1227-31, pp. 373, 504-5). She seems afterwards to have obtained a third share in these manors, and in Weare and other estates which descended from Maurice de Gaunt to Robert de Gournay, but her claim to a third of Pawlett against Henry de Gaunt was unsuccessful (no. 6).

The earlier agreement referred to in this document may be associated with a plea before the justices of assize in Somerset in 1243 (Som.
Plea, i, 191. It was then stated that Margaret had distrained on the cattle of Henry de Gaunt for non-payment of 16d. yearly at the sheriff’s tourn for the land at ‘Cok’ (Cock, near Stockland) which he held of her: Henry maintained successfully that he did not hold of her but of Andrew Lutterell and his heirs, and it was held that Margaret should not distrain Henry for the 16d.
Charter of Anselm de Gournay giving to God and the Blessed Mary and the Blessed Mark and to Thomas de Lechelade, master of the house of St. Mark, and the brethren there serving God and their successors, a yearly rent of 3s., for which they are bound to him for 3 burgages in Were, to hold to them and their successors in free, pure and perpetual alms, provided that they acquit him and his heirs in respect of the sheriff's tourn of Luppeston for the manor of Poulet. Warranty and sealing clauses. ‘Hiis testibus domino Salomone de Roucet’. domino Roberto Fouk. domino Johanne de Sancto Laudo. Magistro Willelmo Russell. Magistro Waltero de Lechelade. Willelmo Wythond. Willelmo de Odyam et aliis.’ Somerton, before the justices, A.D. 1280.

Anselm de Gournay succeeded to the estates of his father, Robert de Gournay, in 1269 (Exc. e Rot. Fin., ii, 490) and died on 15 Nov., 1286 (Cal. Inq. Post Mortem, Edward I, ii, 357).

The burgages mentioned were in Lower or Nether Weare, for which see note to no. 210.

The Somerset eyre of 1280 was held (except for very short sittings at Ilchester and Hinton Charterhouse) entirely at Somerton from 31 May on to the Michaelmas sittings (Som. Pleas, iv, Introd., p.v.). Solomon of Rochester, the first witness, was the senior justice, and Robert Fulcon, king’s clerk, one of his three associates. In the Michaelmas session of the court, the master of St. Mark’s demanded of Anselm de Gournay that he should acquit him of the service demanded of the master for his manor of Pawlett (ibid., p. 295) and no. 208 was perhaps the outcome of the plea.

Quitclaim by Anselm de Gournay, for the souls of himself and his ancestors, on behalf of himself and his heirs and all his men of whatever condition, to brother William, master of the house of St. Mark, &c., and the brethren there serving God, of all his right of pasture of the moor called Hyndemore in Compton and Ceddre [f. 124v] in such wise that henceforth neither he nor his heirs nor his men shall have any claim to common of pasture on the said

Quitclaim by Anselm de Gournay, for the souls of himself and his ancestors, on behalf of himself and his heirs and all his men of whatever condition, to brother William, master of the house of St. Mark, &c., and the brethren there serving God, of all his right of pasture of the moor called Hyndemore in Compton and Ceddre [f. 124v] in such wise that henceforth neither he nor his heirs nor his men shall have any claim to common of pasture on the said

Anselm de Gournay (d. 1286) settled the manor of Over Weare on his second son, Robert de Gournay, whose heir was the Anselm of this quitclaim (Gurney, *Record of the House of Gournay*, iv, 630, 639).

The master and brethren had recently acquired ‘the whole moor called Hyndemor’ in the Bishop of Bath and Wells’ manors of Compton Bishop and Axbridge, saving common of pasture to the men of Over Weare, from Bishop John of Droxford, and had granted to him in return the watercourse, the site of their mills and certain sluices belonging to their mills in Lower Weare, which had been the subject of dispute between them; the agreement made in June, 1316, was confirmed by the dean and chapter of Wells on 9 July, 1317 (*Cal. Wells MSS*, i, 188–9). See also no. 243.

Quitclaim by William, son of William de Somerford, to Thomas de Averaye, his heirs and assigns, of all his right in a half-burgage in the new borough (*novo burgo*) of Were, lying between the land that was Henry de Gaunt’s and the land that was Helen de Somerford’s, for 10s. paid to him by Thomas. For the said half-burgage Thomas shall pay 6d. yearly to the [f. 125] chief lord of the borough, namely, 1¼d. at each of the four feasts of Michaelmas, Christmas, Easter and the Nativity of St. John the Baptist for all services and secular demands, saving to the king whatever pertains to him for the said tenement. This quitclaim was made by agreement at Ivelcestre, with the advice and consideration of the burgesses of the said borough, before the justices itinerant of the illustrious lord Henry, King of England, A.D. 1267. Sealing clause. ‘Hiis testibus Willelmo de Horsye. Johanne Averay. Johanne Burdlugg’. Hugone filio Hauisie. Thoma le Bosc’. Gilberto pistore. Waltero Pellipario. Nicholao Cissore. Johanne Helyr deWere. Thoma de Weston tunc preposito in dicto burgo. Johanne le Stot et multis alii. Nomina tunc Justiciariorum itinerancium dominus Adam de Grenewyll. dominus Ricardus de Milton. dominus Thomas Tryvet.’

1 MS. has *sex solidos*, a slip for *denarios*, as the terminal payments show.
Lower Weare is now a hamlet on the road from Bristol to Bridgwater, near Axbridge: there were only 22 houses there when Collinson wrote (History of Somerset, 1791, i, 184–5).

For the ‘new borough’ of Weare, see Introduction, p. xxix.

Adam de Greyvill and Richard de Middleton were two of the four justices itinerant in Somerset late in 1267; Sir Thomas Trevet or Trivet was sitting in 1268 (Som. Pleas, ii, 19).

211

[I4 April 1316]

Charter of Thomas Averaye, burgess of Were, giving to Walter Luveryng his chamber lying in breadth between the donor’s house on the east and the tenement of the house of St. Mark on the west, together with earth, foundation stones, and the stone walls on either side of the said chamber, and with a small plot of land in front between the street of the said town and a part of the grantor’s garden in the rear, the whole being in length 40 feet, and in breadth running from the top of the said plot of land through the chamber to the end of the donor’s garden: [f. 125v] to hold to Walter and his heirs and assigns of the chief lords of the fee, free of all service. Clause of warranty. Thomas binds himself to acquit Walter and his heirs in respect of the remainder of the said tenement into whichever of his heirs’ or assigns’ hands it may come, for all services due to the chief lord. For this Walter has given him a sum of money with which he is content. Sealing clause. ‘His testibus Johanne de Arderne. Waltero de Nywton. Johanne Averaye. Johanne Richeman. Thoma Fabro. et aliis.’ Netherwere, Wednesday the feast of SS. Tiburtius and Valerian, 9 Edward II.

212

[I0 Feb. 1317]

Charter of Thomas Averye, burgess of Were, giving to Walter Loverynge and his heirs and assigns all his tenement in Were, situated between the said Walter’s tenement and the tenement formerly Thomas Woude’s, to hold of the chief lords of the fee by the due and accustomed services. For this Walter has paid Thomas 100s. Warranty and sealing clauses. ‘His testibus Thoma Fabro et Johanne Borgeys tunc ballivis burgi de Were. Johanne Richeman. Rogero Beket. Johanne Averye. clerico. Waltero de Ferendone. Johanne de Arderne. Waltero de Nyuoton. Johanne Renold et aliis. Datum in Burgo de Were die jovis
proximo post festum Sancte Agathe Virginis [f. 126] anno regni Regis Edwardi filii Regis Edwardi decimo.'

213 [To Feb. 1317]

Letters of attorney of Thomas Averey, appointing his brother, John Averye, clerk, his attorney to give seisin to Walter Loverynge of his tenement in Were between the said Walter's tenement and the tenement of Thomas le Woude. [Date and place as in no. 212].

214 [Circa 1317]

Bond of Alice, widow of Thomas Averye, lately burgess of Were, acknowledging that she is bound to pay to Walter Loverynge 100s. which he has lent her, within 6 months after it has been demanded by Walter or his attorneys. Power for the sheriff of Somerset or such other bailiff as Walter may appoint to distrain on her, her heirs and executors if necessary, the bailiff to have a half-mark for each distraint he makes. For the greater security of the loan she has pledged her oath to satisfy him in the form aforesaid, and has attached her seal in the presence of John de Ardern, Walter de Nyweton, John Averye, clerk, and others. 'Datum in villa Burgi de Were.'

Thomas Avery does not appear in no. 218 (24 April 1317) nor in any other of this series of later date than 10 Feb. 1317: so it may be assumed that his death took place very soon after that.

[f. 126v] 215 [2 June 1329]

Charter of Walter Luyvernyng giving to Nicholas de Sobbury, chaplain, and his heirs and assigns all his tenements in the town of Netherwere, which he had of the gift of Thomas Avereye and Thomas le Woude, to hold of the chief lords of the fee by the due and accustomed services. Warranty and sealing clauses. 'Hii testibus Willelmo Samforde. Wilhelmo Muton. Henrico de Ceddre. Johanne Richeman. Henrico Fabro et aliis.' Were, Friday after St. Petronella the Virgin, 3 Edward III.

For Nicholas de Sobbury, chaplain, see note to no. 202.
WEARE

216  [17 April 1317]

Release by Thomas le Woude, the elder, to Thomas le Woude, his son, of all his right in a half-burgage with its appurtenances in the borough of Were, which he held by the custom of England after the death of Juliana, his wife. Sealing clause. Were, Sunday before the feast of St. George, 10 Edward II.

217  [23 April 1317]

Release by Thomas le Woude, the elder, to Walter Loverynge of all his right in a half-burgage in the borough of Were, with its appurtenances, which he held by the custom of England after the death of Juliana, his wife. Sealing clause. Were, the feast of St. George, 10 Edward II.

218  [24 April 1317]

Charter of Thomas le Woude, son and heir of Juliana le Woude, giving to Walter Loverynge and his heirs or assigns, a half-burgage with its appurtenances in the borough of Were which he had after the death of Juliana, his mother, to hold of the chief lords of the fee by the due and accustomed services. For this Walter has given him 2 marks. Warranty and sealing clauses. "Hiis testibus Johanne de Arderne. Waltero de Nyuweton. Johanne Richeman. Johanne Averye cleric. Rogero Beket. Henrico de Ceddre. Willelmo de Moton et aliis." In the Borough of Were, Sunday after the feast of St. George the Martyr, 10 Edward II.

219  [Circa 1317]

Charter of Henry de la Chambre, son of William de la Chambre of Bagwerthe, deceased, giving to Walter Richeman and his heirs and assigns his burgage with its appurtenances lying between the burgage of John Averay, baker, on the east, and a water-course on the west in the town of Netherwere, rendering to the chief lords of the fee 12d. at the four principal terms (ad quatuor anni terminos principales). For this Walter has given him a certain sum of money. Warranty and sealing clauses. "Hiis testibus

Badgworth is 1/4 miles W. of Over Weare.

Charter of Walter Richeman giving to Nicholas de Sobbury, chaplain, and his heirs and assigns his burgage with its appurtenances in Netherwere, which he had of the grant of William de la Chambre of Baieworthe. Warranty and sealing clauses. [f. 128] 'His testibus Willelmo Sandford. Willelmo Moton. Henrico de Ceddre. Johanne Richeman. Henrico Fabro. et aliis.' Were, Friday after the feast of St. Petronella the Virgin, 3 Edward III.

For Nicholas de Sodbury, chaplain, see note to no. 202.

Proof of will [of lands] of Richard Crabbe, whereby he left to Nicholas de Sobbury, chaplain, 2 tenements which he had bought by his own efforts in Netherwere, with their appurtenances, to hold to him and his heirs and assigns, notwithstanding anything previously willed by the said Richard Crabbe. A third tenement which he had bought in the same town to be sold and the money distributed for his soul and the souls of all the faithful deceased. Nicholas is to have right of pre-emption of this third tenement, provided he be willing to pay as much for it as the testator has paid him. The will was proved before master John de Bradewas, dean of Bristol, sequestrator-general of Thomas, bishop of Worcester, 9 Kal. August A.D. 1327. Administration of the tenements was committed to the executors named in the principal testament.
BREWHAM

[f. 129v]

[3 Feb. 1219]

Final concord at Lincoln on the morrow of the Purification of St. Mary, 3 Henry III, before Hugh, bishop of Lincoln, John Marescall', William de Albanic', Adam de Novo mercato, William de Cressy, Walter Mauderik, justices itinerant and others of the lord king faithful then there present, between Philip de Gaunt, petent, and Maurice de Gaunt, tenant, concerning 6 bovates of land with their appurtenances in Irnham, whereupon an assize of mort d'ancestor was summoned between them before the court. Philip recognized all the said land with its appurtenances to be of the right of Maurice, and for this recognition and fine and concord Maurice gave to Philip the homage and service of Geoffrey de Gaunt for a bovate of land which Geoffrey holds of the said land, namely, 3s. and 1 lb. of pepper yearly, to hold to Philip and his heirs of Maurice and his heirs, together with the fee of half a fee which Philip formerly held of Maurice in Berscaldebray, for the service of half a knight for each tenement. Be it known that the said Geoffrey was present and made this agreement (hanc concordiam concessit) and knows that he owes the said service.

Printed in Final Concords, Lincolnshire, ed. Massingberd, p. 149.

Irnham, Lincs., and Bescaby (in Saltby parish, co. Leicester) formed part of the lands of the Paynel fee which Maurice de Gaunt inherited from his mother, Avice de Gaunt, daughter of Alice Paynel. Both manors afterwards came to Andrew Luttrell, whose father, Geoffrey Luttrell, had married Frethesant, daughter of William Paynel of Hooton Pagnell, son of Alexander, youngest son of Ralph Paynel (Early Yorks. Charters, ed. Clay, vi, 36–8; Maxwell-Lyte, History of Dunster, pp. 62–4). In 1235–6 Philip and Stephen de Gaunt held a knight's fee in Saltby and Bescaby of Andrew Luttrell, and Philip held half a knight's fee with the prior of Sempringham at Irnham in 1242–3 (Bk. of Fees, pp. 517, 1048).

For a note on the possible identity of Philip de Gaunt, see Clay, op. cit., p. 151. The descent of Geoffrey de Gaunt is unknown.

[5 May 1238]

Indenture of lease, made on Wednesday after the feast of the Holy Cross, in the month of May, 22 Henry III, by sir John le
Brun to sir Stephen de Sancto Stephano, of all John's land of Delion' and Lynagan, with demesnes, mills, meadows, men, rents, issues and all other appurtenances for the term of 5 years. Stephen shall render 3 marks yearly to John or his assigns at Delion' by his letters patent, namely, 20s. at Easter [f. 130] and 20s. at Michaelmas in years when the royal service does not fall in addition (non superveniet) and in years when the royal service also falls on the said land, Stephen shall give John or his assigns 20s. for the demesne and its appurtenances. The men of the said land, for the rent which they owe, shall render it as royal service if they can in years when the royal service is demanded, but if not they shall complete the royal service in the following year. If however the royal service is less than the rent of that year, John ought to have the residue of the rent, notwithstanding the 20s. rendered for the demesne. Stephen is not to burn more than 4 acres of the demesne each year lest the agriculture be destroyed. If Stephen falls into arrears with his payment at any term, he shall pay John a half-mark by way of penalty, and also the arrears of that term, and shall be bound also to repay to John any expenses he may incur in obtaining the said penalty. Clause of warranty for the said term. At the end of the term the demesne, mills and meadow, with houses, men and rents, shall be returned to John without let or impediment in the same condition (as shall be seen by view of honest men) as they were at the time of this lease, the said demesne having previously been leased to Isenda, mother of Stephen; saving to Stephen his crops and chattels. Stephen has given 3 marks to John for this lease. ‘Ad hanc autem conveni­nem inter eos vel eorum heredes vel eorum assignatos fideliter et sine dolo tenendum uterque eorum fidei interposicione se obligauit. et ad maiorem securitatem sigilla sua scripto utriusque mutuo apposuerunt. Hiis testibus domino Ricardo le Brun. Willelmo le Brun. Daniele filio Thome de Idemeston. Waltero la Bula. Reinbaldo de Camelford. Willelmo Clerico et aliis.’

Sir John le Brun, lord of Elkstone, Gloucs., held 2 knight’s fees there of the Honour of Cormailles in 1235–6 and also held Winson and Syde, Gloucs., and other lands in co. Hereford in 1242–3 (Bk. of Fees, pp. 440, 444, 819, 1480). He died before 20 March, 1266 (Cal. Inquisitions, Henry III, i, 201).

1 Dicti vero Johannes et heredes sui dictum dominicum pratum molendinum redditus dicto Stephano vel eius assignatis contra omnes cristianas usque ad dictum terminum warrantabunt et dictus vero Stephanus manu­tenebit et defendet homines suis a damno et vexacione secundum racion­abili potes sunt.
Stephen de Sancto Stephano was perhaps a kinsman of the William of that name who held a knight's fee in Dean Prior, co. Devon, of the Honour of Dartington in 1242–3. (Bk. Fees p. 781).
For Deliamour and Lynagan, see note to no. 225.

224 [Before 1240]
Charter of John le Brun giving to William Cauvel, for his homage and service, [f. 130v] all his land in Brewham, with rents, homages and services, as well from serfs as from all others, and all his villeins (rusticos) with all their suit and with all appurtenances pertaining to him; to hold to William and his heirs and assigns of John and his heirs in meadows, pastures, woods, fields, waters, ways, paths, land and all easements and liberties attaching to the said land, rendering yearly 1s. or a pair of white gloves at Easter, for all accustomed services, saving the foreign service. Warranty and sealing clauses. 'Hiiis testibus Godefrido de Craucumb'. Willelmo de Stan'. Egidio de Berkell. Willelmo de Mara. Gilberto de Rues. Henrico le Drois. Johanne de Wodeford. Mauricio de Stanes. Hugone le Sage. Ricardo Camerario. Mauricio de Wodeford et multis aliis.'

William Cauvel's connection with Bristol came through his marriage to Isabella, daughter of Henry Ailward (nos. 113–117). He was dead by March, 1242, when his widow made arrangements with Henry de Gaunt for the maintenance of John, her son (no. 230). This charter may be dated shortly before 1240, when William Cauvel granted his land at Brewham to St. Mark's (no. 227). Brewham lies 3 miles E. of Bruton, Som., near the Wiltshire boundary.

225 [12 March 1240]
Charter of William Cauvel giving to God and the Blessed Mary and the Blessed Mark of Billeswyk by Bristol and to Henry de Gaunt, master of the almonry there and his successors and to the brethren there serving God, in free, pure and perpetual alms, the tenement which he has of John le Brun, namely, Deliamour and Lynagan with all their appurtenances and liberties, to hold of William and his heirs in woods, fields, meadows, pastures, ways, paths, waters, water-courses, vineyards, fisheries, lordships, messuages, mills, [f. 131] free tenements, villeinages, escheats,
homages, free services, and all liberties and free customs pertaining
to the said land, rendering yearly a pair of white gloves or rd.
for all services, saving the service due to the king as far as pertains
to the tenement. For this Henry de Gaunt has given him £40
as consideration. Warranty and sealing clauses. 'His testibus
domino Roberto de Gournay. domino Nicholao filio Nicholai.
domino Mattheo de Clivedon. domino Willelmo Arthur. Ricardo
Aillard tunc maiore Bristoll'. Willelmo Clerico. Jacobo la Warre.
Henrico Aillard. Rogero Veyn' et aliis.'

The lists of witnesses in this and in no. 227 are identical and they are
clearly of the same date. The beginning of the year in thirteenth-
century England was generally taken as 25 March, and in default of
other evidence it would be usual to render the date 12 March, 1240,
as 12 March, 1241. But since it is known that Richard Ailward was
mayor of Bristol on 24 March, 1240, when he made the agreement with
St. Augustine's for the diversion of the Frome (G.R.B., ii, 89–90) it
seems likelier that the clerk in this case was using a different date.
'Deliamaur' is Dellamear, in St. Teath parish, Cornwall; 'Lynagan' has
not been identified. It seems very doubtful whether the Hospital of
St. Mark ever obtained possession of these Cornish properties, for they
were still held by the Cauvell family in 1303 and 1346 (Feudal Aids, i,
199, 205, 214).

226  [Circa 1240]

Charter of John le Brun, lord of Elkestone, confirming no. 225
[recited in full] [f. 131v] and granting that Henry de Gaunt and
his successors shall have the said properties as fully and well as
specified in the said charter. Sealing clause. 'His testibus domino
Roberto de Gournay. Johanne de Campo Florido. Rogero de
Veyrn. Ricardo le Brun'. Jacobo la Warre tunc maiore Bristoll.
Willelmo Clerico. Thoma Longo et aliis.'

227  [12 March 1240]

Agreement, made on the feast of the Blessed Gregory, A.D.
1240, between William Cauvell and Henry de Gaunt, master of the
almonry of St. Mark, &c., [f. 132] reciting that William has given
to Henry and his successors all his tenement in Deliamaur and
Linagan [as in no. 225] and that whereas he cannot at present
give Henry seisin of the tenement, which he has leased to Robert,
son of William, for a term of 16 years, he now grants to Henry and
his successors all his land at Bruham until the end of the said
term, so that Henry and his successors may have the land of Bruham until they have seisin of the land of Deliameur and Linagan. If Henry and his successors incur expense in defending and keeping the said tenement, William and his heirs will compensate them for the same before Henry has seisin of the said land of Bruham. Sealing clause. [Witnesses as in no. 225].

See note to no. 225.

[f. 132v] 228 [Circa 1240]
Charter of John le Bruin, lord of Elkestane, confirming the preceding agreement [no. 227 recited in full] [f. 133] and granting that they shall have the said agreement as well and peacefully as is specified in the said agreement. Sealing clause. [Witnesses as in no. 226].

229 [1274-85]
Charter of Petronilla le Brune, widow of sir John le Brune, in her lawful widowhood, giving and quitclaiming to [f. 133v] brother Thomas de Lechelade, master of the house of St. Mark of Bristol, and the brethren of the same, all lands and tenements which she has or could have by reason of dower within and without the township in the manor of Bruham (infra villam et extra in manerio de Bruham): to hold to the master and brethren without any claim by her in perpetuity. Warranty against all men and women while she lives. The master and brethren have given her £5 silver. Sealing clause. "Hiis testibus domino Johanne de Cornmailles. domino Waltero de Dunheved. militibus. Radulpho Huscard. Willelmo de Cumb'. Willelmo de Godmanston et aliis.'

Thomas de Lechelade became master of St. Mark's in 1274, on the resignation of John of Trowbridge, and was in office until at least 1285. For Sir John le Brun, see note to no. 223.

230 [31 March 1242]
Agreement, made on the morrow of the singing of Letare Jerusalem, 1 A.D. 1242, in the presence of Walter de Cantelupe,

1 i.e., the 4th Sunday in Lent.
bishop of Worcester, and master John de Alvinechirch, his
official, and others skilled in the law, between Henry de Gaunt of
the one part and Isabella, widow of William Cauvell, and John,
her son, of the other, concerning the livery (exhibicione) of the
said John the son. Henry shall give Isabella for the support of
John a mark yearly at four terms, namely, 40d. within 8 days
before Easter or at Easter, and similarly within 8 days of or at the
Nativity of St. John the Baptist, Michaelmas and Christmas, for
a term of 14 years, provided that if John dies within that term,
Henry and his successors shall be quit as well of the said payment
as of a livery specified in a charter of John’s father to Henry,
[f. 134] which charter shall be of no effect. Power for Isabella,
should she die, to bequeath the said custody of John, together
with his person, to whomever of her near kinsmen she may wish
for the said term.¹ ‘In cuius rei testimonium signa utriusque partis
mutuo scriptis sint apposita. His testibus Henrico Aileward
patre dicte Isabelle. Magistro Bartholomeo persona de Litleton.
Thoma de Templo capellano. Thoma Ailward. Roberto de Campe-
den clerico huius scripti compositore et aliis. Hec omnia predicta
tam Henricus de Gaunt quam dicta Isabella firmiter et sine dolo
tenenda affidauerunt predictis testibus.’

Agreement, made on Wednesday after the feast of St. Lambert,
A.D. 1274, between brother Thomas de Lechelade, master of the
house of St. Mark of Bristol, and the brethren of the same, and
John Cauvel, whereby John has remitted and quitclaimed to the
master and brethren and their successors the yearly livery (libera-
cionem) which he has been wont to take in the house of St. Mark,
and his yearly pension of a mark. For this the master and brethren
will pay John £6, namely, £2 at Michaelmas next, and £4 either
before or at Christmas next. Upon payment to John of the first
£2, he shall deposit with the abbot of St. Augustine’s the charter
which he has from the house of St. Mark relative to the said livery
and pension, together with his letter of quitclaim to the said
master, renouncing all his right to the livery and pension, and his
undertaking not to be against the house of St. Mark in deed or

¹ Licebit tamen dicte Isabelle . . . dictam custodiam cuiuncunque parentum
proximorum suorum voluerit legare usque ad terminum predictum cum
predicto Johanne.
counsel. Upon payment of the remaining £4, [f. 134v] John shall deliver and restore the said charter, together with his quitclaim, to the master and brethren without delay or hindrance. John shall also withdraw the plea which he has brought in the county of Somerset against the master. If either party does not wish to keep this agreement, in whole or in part, then he shall pay to the party willing to maintain it 100s. before the feast of the Blessed Virgin Mary next coming, and in this regard the parties submit themselves to distraint by the sheriff of Somerset. Both parties have pledged their oath to observe the agreement, John Cauvell in person and the master through sir William Golafr. 'In cuius rei testimonium presenti scripto in modo cirographi confecto alter alterius sigillum suum apposuit.'

232 [2 Feb. 1253]

Agreement between sir Robert de Muscegros and Henry de Gaunt, master of the house of St. Mark of Bristol, witnessing that Henry, with the consent of his brethren, at the feast of the Purification of the Blessed Virgin Mary, 37 Henry III, has leased to Robert all his land in the township of Brewham, with all its appurtenances, namely, the men holding the land and all their services, and with all escheats and issues arising from the land and the men: to hold to Robert and his heirs for a term of 10 years from the Purification next coming, just as Henry held it, performing, however, the foreign service if it falls due during that term. For this lease Robert has paid the master and brethren 45 marks sterling, being the full farm for the whole of the said term. [f. 135] Warranty and sealing clauses. At the end of the term the land and its appurtenances shall revert to Henry and his successors. 'Hiiis testibus domino Willelmo tunc ab bate Sancti Augustini Bristol'. Rogero de Cantok. domino Ricardo Luvell. domino Radulfo Russell. Mattheo de Battembe. Waltero de la Forde. Petro de Norton. Willelmo Carvile et aliis.'

Grant\(^1\) by Richard de Muscegros to Henry de Gaunt, master of the almonry of St. Mark of Bristol and his successors there serving God of all the land that was of John le Brun in Bruham, with all its appurtenances and liberties: to hold until Henry and his successors shall have full seisin of Deliamer and Linagan, according to the form of an agreement between Henry de Gaunt and William Cauvel. 'In cuius rei testimonium presentem carticulam sigilli mei munimine duxi corobrandam. Hiis testibus dominis Rogero de Veym. Raundulfo del Cerne. Osmundo de Iterneston. clerico. Rogero de Oxon' clerico et aliiis.'

Richard de Muscegros, the first of his family to be established at Brewham, was seised of it in 1228 and died circa 1245. He was father of Robert de Muscegros (no. 232): Maxwell-Lyte, \textit{op. cit.}, p. 380.

\[^{f. 1350}\] \[f. 233\] \[1263-8\]

Letters patent of Walter de Tundro, steward of John de Muscegros, stating that he has given seisin to Henry de Gaunt, on his lord's behalf, of all the land of Bruham with its appurtenances which Henry leased at farm to sir Robert de Muscegros, father of his said lord, for a term of 10 years, now complete. 'Hiis testibus Willelmo de Carvile. Rogero Lovell. Willelmo de Cuniculo. Roberto Martyn. Willelmo de Insula. Johanne Barell. Willelmo de Bonham. qui in testimonio huius seisine huic scripto sigilla sua apposuerunt.'

This may be dated between 1263, when the lease expired, and 1268, when Henry de Gaunt ceased to be master of St. Mark's. Sir John de Muscegros, who was constable of Bristol Castle in 1274 (\textit{Cal. Close Rolls}, 1272-9, pp. 71, 108), died early in 1275 (\textit{Cal. Inquisitions}, ii, 80).

\(^1\) The heading is: \textit{Concessio terre in Brewham per Ricardum de Muscegros}. The sealing clause calls this a 'little charter' (\textit{carticula}).
Charter of Hugh de Bona Willa granting to the church of Over Stowey that the parson, priest or vicar thereof shall be quit of pannage or herbage for all their beasts in the woods and pastures of his fee, as Richard the priest and Herebert the priest and Robert the archdeacon, lately Parsons of the same, and their predecessors had in the time of his grandfather, Ralph, and his father, Hamo. Grant also that they shall have what they wish of husbote and heybote and virbote in the woods of his fee. He repents his interference with their liberty in years past and now fully restores it and confirms it on behalf of himself and his heirs and successors and all his men. He has pledged a solemn oath on his and their behalf not to contravene this undertaking, in the presence of many called upon to see and hear it.

For full transcript, see Appendix I.

Nos. 235-40 form a small group of early charters which came into the possession of the Hospital of St. Mark, when it secured the advowson of the church of Over Stowey from the Bishop of Bath and Wells in 1292 (no. 243). The patronage had previously belonged to the alien priory of St. Andrew of Stogursey, a dependency of the Abbey of Lonlay in Normandy (for Stogursey Priory, see Stogursey Charters, ed. T. D. Tremlett and N. Blakiston, S.R.S. lxi, 1949; V.C.H. Somerset, ii, 169-171).

Hugh de Bonville was a tenant of Theodoric or Terry de Mudiford (no. 240). He petitioned Robert, bishop of Bath 1136-66 to maintain and defend his grant to the priory of Stogursey (Stogursey Charters, pp. 18-9) and, like his other charters which follow, this may be assigned to the reign of Henry II, and is perhaps before circa 1171.

'husbote' and 'heybote' were the rights of taking wood for housing and for hedging from the lord's land. 'virbote' is a form of the term 'firebote' (the right to take fuel), for which see N. Neilson, Customary Rents (Oxford, 1910), pp. 83-4.
harpet near the old castle-precinct by the way to Swilmoresheved and along Thieuen Weye the cross beside Solmereslake and thence by Solmereshaved to the cross beside Trogh' Stokke, and thence by Staweie harpet to the said way near the old castle-precinct. He has taken a solemn oath to do nothing contrary to this, in the presence of many called upon to see and hear it.

For full transcript, see Appendix I, and for the date, no. 235, note. 'Staweye harpet' is the Stowey Herepath, for which see W. H. P. Gresswell, *Dumnonia and the Valley of the Parrett* (Taunton, 1902), pp. 200-15; 'Solmereslake' probably lay in the lower part of Quantock Combe.

237 [Temp. Henry II]

For full transcript, see Appendix I.
Richard (de Alesscunh) occurs before 1171 and Mr. Tremlett thought him to have been prior of Stogursey before that date (*Stogursey Charters*, p. 3). There was no other prior of that name before the end of the thirteenth century. Matilda de Chandos was heiress of the barony of Nether Stowey and married Philip de Columbers (I) who was dead by 1186 (Maxwell-Lyte, *Some Somerset Manors*, 342-5.)
Lancrofte is in the parish of Stogursey.

238 [Before 1181]
Charter of Hugh de Bonavilla, with the assent and counsel of his wife and his son and other heirs and friends, and for the health of the souls of Robert son of Gilbert and Ralph, his forebears, and Hamo, his father, and of himself and his wife and sons and other heirs, and all his ancestors and successors, giving to the church of St. Andrew of Stoch' and the monks there serving God, the church of St. Peter of Over Stowey with its appurtenances to hold free and quit of all custom, temporal service and secular
demand in pure and perpetual alms. The monks shall receive him without demur as brother and monk when the time comes for him to die, and they shall also find a chaplain who will serve the church [of St. Peter] honestly. He has also given the monks of Stoch' 10 acres of land in Lamacrofte. [f. 138]. Sealing clause. Witnesses, William Dereni, Terri de Mudilf, Hugh Pincerna, William Poher [and others named].

For full transcript, see Appendix I.

This charter cannot be later than 1181, when Hugh Pincerna died (Farrer, Honors and Knights' Fees, i, 138). William Poher, William Lovel and three other witnesses of this charter also attested a Stogursey charter printed by Mr. Tremlett, who suggested that it might be dated between 1173 to 1177 when Hugh Pincerna and William Poher were farmers of the Honour of Curcy (Stogursey Charters, pp. 3-4).

Charter of Hugh de Bonavilla, with the counsel and assent of his wife and his heirs and for the souls of his father and mother and all his ancestors, giving to God and the church of St. Andrew of Stock' and the monks there serving God 4½ acres of land of his demesne in Wyntercrofte: to have and possess freely and quietly and untroubled by all custom and temporal service and secular exaction in perpetual alms of him and his heirs. Grant also of heybote and husbote in his wood and the same liberty for their other needs as he himself has. Sealing clause. Witnesses, Henry de Modiford, William de Estona, William de Columbaris, Henry de Columbariis [and others named.]

For full transcript, see Appendix I.

Henry, son of Terry de Mudford, and William and Henry de Columbers, sons of Philip de Columbers (d. 1186), together witness a grant by the Abbot of Lonlay to Terry de Mudford, which the editors assigned to between 1181 and circa 1200 (Stogursey Charters, pp. 17-8).

Letter of Hugh de Bonavilla to his dear lord and friend, Heodoricus de Modiford, requesting him to maintain and defend the alms which he has given and granted to the church of St. Andrew [f. 138v] of Stoch', namely the church of Over Stowey and the land from the path to the way, and that he should not in any way disturb or vex it while it is in his hand and care.
For full transcript, see Appendix I.

'Heodoric' de Mudford is the same man as Theodoric or Terry de Mudford, who gave the church of Mudford to Montacute Priory, with the assent of Beatrice, his wife, and Henry and William, his sons; his grant was confirmed by Reginald, bishop of Bath, circa 1186-8. (Cal. Wells MSS., ii, 556). It is unlikely that this letter is later than 1189, since Hugh de Bonville had given the church of Over Stowey to the monks of Stogursey before 1181, and it may be before 1166, when Hugh sought the goodwill of Bishop Robert of Bath for his gifts to Stogursey Priory (Stogursey Charters, pp. 18–9).

241 [27 July 1239]

Ordinance of Jocelin, bishop of Bath, upon the dispute before him between master Nicholas de Evesham, rector of the prebend of St. Decuman, of the one part, and the abbot and convent of Lonlay and the prior and monks of Stoke Cursy, of the other part, concerning two parts of the tithes from the demesnes of the Templars and of Ralph FitzUrse in the township of Willinton, of which the monks have been in possession but which master Nicholas asserts should by right pertain to the said prebend. At length the parties, of their free will and ceasing from appeals and objections, submitted themselves to the bishop's ordinance, as well in the matter of the tithes aforesaid as in the matter of the church of Over Stowey (Superiori Staweya), a letter having previously been received by the bishop from R., abbot of Lonlay, and the convent of the same, stating that it is known that the patronage of the church of Over Stowey and two parts of the tithes of Willitone belongs to them, as appears in the muniments which they have from the bishop's predecessors, Robert and Reginald, bishops of Bath, but submitting themselves to the bishop's ordinance therein and undertaking to hold firm and immoveable whatever he may decree therein. So the bishop, having taken counsel of prudent and learned men, has ordained thus: namely, that the prebend of St. Decuman shall have wholly and possess peacefully the above-said tithes, and the abbot and convent of Lonlay and the prior and monks of Stoke Cursy shall do nothing against this, nor vex him who shall be canon of Wells in the said prebend of St. Decuman, and all letters of gift or confirmation of the said tithes by bishops or any other person, [f. 139v] if any such should appear on behalf of the said monks, shall be held to be void and of no value. The bishop has ordained further that the Bishop of Bath shall have for ever that right of patronage of the
church of Over Stowey which the abbot and convent of Lonlay and the prior and monks of Stoke Cursy had in the same, saving to the prior and monks of Stoke Cursy 2 marks yearly in name of a perpetual benefice from the said church, to be paid by him who has the said church by equal portions at Michaelmas and Easter. If, however, he fails to pay at the said terms, he shall pay twice that sum by way of penalty, renouncing all appeal or contradiction. If the prior and monks sustain any cost or expense by reason of such default of payment of the said money, the rector of the said church of Stoweia shall be bound to repay them, and the word of the prior shall be accepted as concerns such cost and expense without any other proof. Sealing clause. Wells, on the feast of the Seven Sleepers, in the 34th year of his pontificate, by the hand of Walter de Maydeneston.

Jocelin was Bishop of Bath 1206-42. The right of Stogursey Priory to two-thirds of the tithes of Williton had been confirmed by Pope Innocent III in June, 1204 (Stogursey Charters, p. 75).

ConfirmationToken of no. 241, [recited in full] by Prior Thomas and the convent of Bath.

Letters patent of Edward II, stating that the king has learned by inquisition taken by Robert de Bilkemore, his escheator in the counties of Somerset, Devon, Dorset and Cornwall, that it will not be to the king's injury or prejudice if he were to grant to John, bishop of Bath and Wells, licence to give the advowson of the church of Overstowey to the master and brethren of the house of St. Mark by Bristol, to hold to them and their successors, in exchange for 80 acres of moor, the site of a mill with its sluices, and a water-course leading to the mill, with their appurtenances, in Cumptone, Ceddre and Netherwere, to be granted by the master and brethren to the bishop and his successors. The advowson is held of the king in chief as pertinent to the bishopric and is worth 10 marks annually. The moor is held of the bishop [f. 141] as of his manors of Cumptone and Ceddre, which the bishop holds of the king as parcel [words omitted in MS.], and is worth 100s.
yearly clear, and the site of the mill, the water-course, sluices, and suit of the mill are held of others than the king, in pure and perpetual alms and are worth 100s. yearly clear. The king therefore grants licence, for a fine to be paid by the master, for the bishop to grant the advowson and to receive the moor, etc., in exchange, the statute of mortmain notwithstanding. 'Teste meipso apud Porcestre octavo die Septembris anno regni nostri vicesimo.'


244

[23 Oct. 1326]

Letters patent of John, bishop of Bath and Wells, granting licence to the master and brethren of the house of St. Mark of Bristol to appropriate the church of Overstawey in his diocese, which is of their patronage, [f. 141v] upon their complaint that their rents and income are too slender to enable them to support themselves and the poor who continually flock thereto to receive the alms which they are bound, from the time of their foundation, by custom and law, to disburse, and that their resources are not equal to the needs of supplying other forms of hospitality occasioned by those who come to their house, and this by no fault of theirs, but because of their tenuous income, and the continually increasing exactions upon them, and also by the incursions of the sea, which have submerged a large part of their land in the bishop's diocese lying near the sea, with the result that unless they have other help they will be reduced by necessity, and against the honesty of religion, to the misery of begging. These facts are generally known to be true both by the bishop and by other honest men in these parts. To avert the desolation which faces the master and brethren, and moved by compassion, the bishop therefore grants the said licence, with the agreement of the chapters of Bath and Wells, enabling the master and brethren to enter and possess the church, on the death or cession of the incumbent rector, disposing of its fruits at their will, saving an annual pension of 40s., to be paid by the master and brethren each Michaelmas from the said church, to the dean and chapter of the church of St. Andrew of Wells, for the fabric fund (*opus fabricæ*) [f. 142] of the same, in recompense for the sequestration which the dean and chapter were wont to take in time of vacancy; saving also to the bishop and his successors power to ordain a competent benefice to the
vicar in the said parish church. The vicarage shall be at the
collation or disposal of the bishop and his successors at each
vacancy; saving also to them and to the archdeacon their due and
accustomed rights and dignity. Blakeford, X Kal. November,
A.D. 1326, in the 17th year of his consecration.

John of Droxford, Bishop of Bath and Wells 1309–29, also licensed
the appropriation by St. Mark's of the church of Stockland (no. 199):
the preambles to both licences are almost identical. These letters
patent were not apparently enrolled on the bishop's register.

[ff. 142v–143] 245 [21 Nov. 1326]

Confirmation by Robert, prior of the cathedral church of Bath,
and the convent of the same, of no. 244 [recited in full].

[ff. 143v–144] 246 [10 Nov. 1326]

Confirmation by John de Godelee, dean of the cathedral church
of Wells, and the chapter of the same, of no. 244 [recited in full]

Calendared in Cal. Wells MSS., i, 205.

247 [10 Oct. 1326]

Charter of John, bishop of Bath and Wells, giving, with the
assent of the chapters of Bath and Wells, to brother William de
Belveroo, master of the house of St. Mark by Bristol, and the
brethren of the same and their successors, the advowson of the
church of Overstaweye in his diocese. Warranty and sealing
clauses. Banwell, 10 October, A.D. 1326, 20 Edward II.

[f. 144v] 248 [21 Nov. 1326]

Confirmation by Robert, prior of the cathedral church of Bath,
and the convent of the same, of no. 247 [recited in full].

249 [10 Nov. 1326]

Confirmation by John de Godelee, dean of the cathedral church
of Wells, and the chapter of the same, [f. 145] of no 247 [recited
in full].

Calendared in Cal. Wells MSS., i, 205.
Notification by the official of the archdeacon of Taunton to John, bishop of Bath and Wells, stating that he has received the bishop's mandate, dated at Banwell, 19 Nov. 1326, directed to the archdeacon of Taunton or his official, informing him of the appropriation of the church of Overstaweye to the master and brethren of St. Mark, and enjoining him to induct the master and brethren or their proctor or proctors in possession of the said church, with its rights and appurtenances; in pursuance whereof he went in person to Overstaweye on Wednesday, 26 November, and there inducted brother John de Camera, proctor of the master and brethren, thus executing the bishop's mandate. Overstaweye, VI Kal. December, A.D. 1326.

Notification by brother William de Belvero, master of the house of St. Mark of Bristol, and the brethren of the same, to the archdeacon of Taunton or his official, that they have appointed brother John de Camera their proctor in the matter of their induction to the church of Overstaweye. In their chapter-house, X Kal. December, A.D. 1326.

Letter of John, bishop of Bath and Wells, to Nicholas de Sobbury, priest, informing him that the bishop has commended him to the church of Overstaweye, now vacant and in the bishop's collation, according to the form of the council of Lyons ('secundum formam consilii Lugdon') At Wyvelescombe, X Kal. June, 1326.

For Nicholas de Sobbury see note to no. 202.

Ordinance of John, bishop of Bath and Wells, regarding the provision of a vicarage for the vicar of the church of Overstaweye, now appropriated to the master and brethren of St. Mark of Bristol. The vicar and his successors shall have a dwelling-house with a curtilage, which the chaplain of the said church used to occupy,
with a croft nearby; [f. 146v] all small tithes and oblations and obventions pertaining to the church, and one mark yearly to be paid them by the master and brethren by equal portions at Easter and Michaelmas. If the master and brethren fail to make such payment, the archdeacon of Taunton, upon the vicar's request, may compel them, by ecclesiastical censure and by sequestration of their property in the said church and in the houses of the rectory, to satisfy the vicar of the money. The vicar and his successors shall have right of pasture for their animals with the animals of the rector. The rectory houses, the greater tithes, and all other things pertaining to the rectory not specified above, shall remain to the religious and their successors. The vicar shall serve the church and parish in all divine things and in everything concerning the cure of souls. The religious, as rectors, shall bear all ordinary expenses of the church, and the vicar the extraordinary expenses. The bishop has attached his seal to both parts of this writing, one to remain in his treasury at Wells, the other with the religious, and a copy thereof, under the bishop's seal, with the vicar. Banwell, XVIII Kal. July, 1327, in the 18th year of the bishop's consecration.

254

[15 Feb. 1332]

Notification by Simon, archbishop of Canterbury, that the master and brethren of the house of St. Mark by Bristol, who hold the appropriated churches of Overstawey and Stokelonde, diocese of Bath and Wells, [f. 147] were commanded to appear before the archbishop and his commissaries in their visitation of the said diocese regarding the right and title by which they had procured the said churches, and the master and brethren, appearing at certain days and places before the archbishop's commissaries, and upon production of their documents in evidence, had shown and proved their title sufficiently and were therefore dismissed by decree. Wyvelescombe, XV Kal. March, A.D. 1332, in the 4th year of his consecration.

Simon Mepeham was Archbishop of Canterbury 1328-33.

255

[21 June 1352]

Mandate by the official of the Court of Canterbury to the official of the archdeacon of Taunton, reciting that the master and brethren of the house of St. Mark of Billeswyke, diocese of
Worcester, who hold the appropriated church of Overe Staweye to their own use, except for the vicar's portion, have appealed to the apostolic see and for the protection of the Court of Canterbury by reason of the great prejudice and grievance done to them and their house by one Roger Baker, priest and perpetual vicar of the said parish church of Overe Staweye. Notwithstanding the \textit{provocatio} made by the master and brethren, Roger Baker has carried off and seized the tithes of corn issuing from a field or meadow called Pleynusfeld within the bounds of the said parish, which pertains to the master and brethren, and were in their possession, \([f. I47v]\) valued at 10s. and more in the autumn of 1350, and thus, and in other things, has troubled and disturbed the said religious in their right and possession of the same. The official now commands the official of the archdeacon of Taunton that he should inhibit the said Roger Baker and others from attempting anything or causing anything to be attempted to the prejudice of the said appellant party while the appeal is pending, so that they may prosecute their appeal in freedom and that he should cite the said Roger, or cause him to be cited, to appear before the official or another president of the said Court in the church of the Blessed Mary of the Arches, London, on the fourth juridical day after the feast of the Translation of St. Thomas the Martyr in order that process may be made in the said appeal, and that he should certify the official of the Court of Canterbury that he has executed this mandate. London, XI. Kal July A.D. 1351.

For full transcript, see Appendix I.

WINTERBOURNE GUNNER

Charter of John Maunsell giving to Henry de la Mare, in free marriage with Matilda le Norays, his kinswoman, all his manor of Wynterborne Gonnouer' with all its appurtenances, to hold of him and his heirs to them and their heirs or assigns freely and quietly, &c., in meadows, fields and grazings, in moors and marshes, ways, paths, waters, ponds, mills, rents and all other appurtenances of the said manor, as most freely and fully it can be given in free marriage: rendering yearly to the donor and his heirs rd. at Michaelmas, for all service, &c. Warranty to Henry and Matilda and their heirs or assigns. Sealing clause. 'Hiis testibus domino Engerem de Percy. domino Adhelardo Flandren'. domino Ricardo Maunsell. domino Ricardo de Tillebir'. domino Rogero de Langford. domino Johanne de Sothill. Magistro Egidio de Scuteuill et multis aliis.'

The family of De la Mare held the manors of Winterbourne Gunner, near Salisbury, Wilts., and Alvescott, Oxon., by serjeanty of being usher of the king's hall (Bk. Fees, pp. 11-12, 251, 253, 587, 830, 1187-9). From Henry de la Mare, tenant in 1198, 1219, and 1236, the properties passed to his sister, Gunnora de la Mare, who died in or before Jan. 1250 (Cal. Inquisitions, Henry III, pp. 35, 46). The jurors were uncertain as to her heir, who was variously stated to be Henry, son of Henry de Tracy, her uncle, or a son of Henry de la Mare, but the lands passed to Henry de la Mare, as the following deeds show. A Henry de la Mare was appointed keeper of the castle of Marlborough on 29 May, 1254 (Cal. Patent Rolls, 1247-58, p. 371) and died soon afterwards (Exc. e Rot. Fin, ii, 257). According to Foss, Judges, p. 432, he was identical with Henry de Mara or de la Mare, one of Henry III's justices, who was prominent in the royal service (Cal. Patent Rolls, 1247-58, passim), but the identification does not seem certain.

The grantor of this charter may be the well-known king's clerk, John Mansel, for whom see the article by C. L. Kingsford in D.N.B., or John Mansel, his nephew (who was living in 1259, Cal. Patent Rolls, 1258-66, p. 53). In Jan. 1253 the king's clerk, then provost of Beverley, made arrangements for the marriage of his niece, Joan, daughter of Alard le Fleming, who witnesses this deed. (Cal. Patent Rolls, 1247-58, p. 170).

The date of this charter cannot be later than Oct. 1262, when Sir Ingram de Percy, the first witness, was dead.
Lease, dated on the feast of the Apostles Simon and Jude, 50 Henry III, by Henry de la Mare to the Lord Edward [f. 149v] first-born son of the King of England, of his manor of Wynterborne Gunnore with homages, villein services, rents, wards, reliefs, meadows, pastures, customs, escheats and liberties, for a term of 20 years. The Lord Edward shall render nothing therefor for the first 8 years, and for the remainder of the term he shall render 10 marks yearly, namely, at Michaelmas or within the octave thereof 5 marks, and at the day called Hokdaye or within 8 days after 5 marks. If within the said term the manor shall be diminished by charges for the dower of his wife, Matilda, or by scutage contributions or tallages or by the misfortunes of war caused by the oppression of the kings and magnates of the land in future times or charges of any money in pledge or in any other way by usury, or by the alienation of any lands or rents of which Henry is now in peaceful possession by his own act or by the defect of his or his heirs' warranty, then Henry grants that all these inconveniences shall be computed in his presence or in that of his heirs by oath of good men of the said manor, and shall be allowed to the assigns of the Lord Edward upon payment of the rent from year to year, without contradiction from Henry or his heirs. He grants also [f. 150] that if his wife, Matilda, should survive him, she should have her dower entirely in his manor of Alvescote, so that the manor of Wynterborne remain wholly to the Lord Edward. Edward for his part has granted for himself and his assigns that if at any time the rent shall not be paid then Henry and his heirs or assigns may enter the manor and hold it until satisfied of their rent, by view of good and lawful men, all the conditions contained in this present writing having been observed. Clause of warranty against all men Christian and Jewish. The Lord Edward has given Henry, in return for this lease and grant, £46 13s. 4d. for his urgent business and in order that this lease and grant may be kept firm throughout the said term. He has affixed his seal to this present writing chirographed. Witnesses, sirs Ralph de Augiens, Walter de Bruges, William de Grymsted [and others named].

For full transcript, see Appendix I.

Henry de la Mare was perhaps already in difficulties at the time this lease was made, three months after the Battle of Evesham. In the following year he took advantage of the disturbed conditions to pillage and plunder, offences which led to his imprisonment and death at the hands of a hue and cry (no. 266).
Sir Ralph d'Aunger, who had been steward of Queen Eleanor in 1258, 
was sheriff of Wiltshire when this lease was made, and was dead by 
428, 565).

[f. 150v] 258 [12 July 1266]
Confirmation by Henry III of no. 257. Kenilworth, 12 July, 
50 Henry III.


259 [28 Nov. 1265]
Letters patent of the Lord Edward appointing his chaplain, 
Gilbert de Wynterborne, to take seisin of the manor of Wynter­ 
borne Gunnore in his name, according to the agreement made 
between him and Henry de la Mare. Clerkenwell, London, 28 
November, 50 Henry III.

260 [28 Nov. 1265]
Letters patent of the Lord Edward, stating that since Henry 
de la Mare has granted to him all his lands in the county of Wilt­ 
shire, [f. 151] he has appointed his chaplain, Gilbert de Wynter­ 
borne, together with Thomas de Beauver, to take seisin of the 
same, so that Gilbert may dispose of them as seems best to him. 
Clerkenwell, London, 28 November, 50 Henry III.

261 [7 July 1263]
Mandate of the Lord Edward, directed to all his bailiffs and men, 
informing them that he has taken under his protection his beloved 
chaplain, Gilbert, rector of the church of Wynterborne, his men, 
lands, goods, rents, and all his possessions, and instructing them 
to do him no harm and to make amends for any forfeitures taken 
from him. Windsor, 7 July, 48 Henry III.
Mandate of Henry III, directed to his bailiffs and his faithful, informing them that he has taken under his protection Gilbert de Wautham, chaplain, for one year [f. 151v] Hereford, 30 May, 49 Henry III.

Charter of Henry III giving to his dearly beloved first-born son, Edward, the manor of Wynterborne Gonnore, which was of Henry de la Mare, lately deceased, and is the king's escheat by reason of the death of the said Henry: to hold to him and his heirs of the king and his heirs, doing the due and accustomed service. St. Paul's, London, 3 July, 51 Henry III.

The Lord Edward was in possession of Winterbourne Gunner in April, 1266, when scutage of 20s. and a half-mark for summons of the exchequer was remitted to him (Close Rolls, 1266-72, pp. 184–5), but when Henry de la Mare was outlawed for felony, his lands became the subject of some administrative confusion. On 20 Feb., 1267, they were granted to Robert Walerand and his heirs (Cal. Patent Rolls, 1264-68, p. 39); on 13 March the manor of Alvescott was given to William de Valence and his heirs (ibid., p. 46) and 2 May, both Winterbourne and Alvescott were granted to the Lord Edward's friend, Thomas de Clare, and his heirs, at Edward's instance (ibid., p. 57). This in turn was partially revoked when Winterbourne was granted to the Lord Edward in fee simple (ibid., p. 82: the Patent Roll entry has no precise date).

Charter of the Lord Edward, giving, for the health of his soul and those of his ancestors, to God and the Blessed Mary and the church of St. Mark of Belleswyk by Bristol and the master and brethren there serving God, for the sustenance of the poor, his manor of Wynterborne Gonnore which he has of the grant of the King, to hold of him and his heirs with all its appurtenances in pure, free and perpetual alms. [f. 152] 'His testibus dominis Thoma de Clare. Roberto de Aguillon. Rogero de Leybourne. Roberto de Walrand. Roberto Tybottes. Pagano de Chaworth. Hugone filio Oton'. Johanne de la Lynde et aliis. Westminster, 25 October, 52 Henry III.

pleas of the crown before r. midelton and his fellows, justices itinerant in the hundred of bampton.

Henry de la mare, who has died, John de bosco and John le Noreys broke [f. 152v] into the church of Alfiscote by night and carried away all goods found there, wherefore, John de bosco was taken and hanged for that offence before the justices at the gaol. He had no chattels. John le Noreys is suspected, so let him be exacted and outlawed. He had no chattels and nothing in the treasury because he is a stranger. The jurors present that Henry de la mare, John de bosco, John le Noreys, John de Corescot and John Fraunceys came, after the battle of Evesham, to the grange of the abbey of Tame in Northon', and killed Elias de la Graunge, William the cook of 'Guerre', Henry the shepherd (Barcarium), and John, son of Philip Gloucester, and carried away all the goods they found there. Matilda de la mare appealed Robert de Iuiere, William, his brother, Osmund de la Chymene, Thomas le Bedell of Bampton, Hugh the miller, William le Heyward of the same, Hugh Modye and Roger le Bedell in the county of the death of Henry, her husband, and she now does not come. So let her be taken and her pledges for the prosecution are in mercy, namely Hugh le Rus and William Catere. And Robert and William did not come and were not attached because Matilda did not sue. Osmund and the others came and being asked how they wished to acquit themselves put themselves on the country for good and ill. And a jury of twelve say on oath that the aforesaid Henry de la Mare was a robber and plunderer, and that he plundered the priory of Okeborne and the church of Alvescote and the priory of Selborne in the county of Southampton. He was appealed of robbery in that county and by inquisition made thereon by the king's order by William Wyntereshull and Gerard le Grue was indicted of the same and was afterwards taken and imprisoned at Bampton. Afterwards he broke prison and escaped, and the keepers of the prison, discovering this, pursued him with hue and cry, in which the aforesaid Robert and the others joined, so that Gilbert le Stedeman pursued Henry with an axe and struck off his head with the same as he fled, [f. 153] whence they say that
the aforesaid Henry was killed as a felon. So let Robert and the
others be quit thereof. Henry's chattels, £25 2s. 8d., whereof let
sir William Valence answer. He also had chattels of £14 whereof
let sir Thomas de Clare answer. He had also 20 marks of the king's
land and £20 of the king's waste, whereof let the same Thomas de
Clare answer.

267  [1267–8]

Oxon': From the itinerary of Richard de Midelton in the 52nd
year of King Henry.

[From] sir William de Valence for the chattels of Henry de la
Mare who was slain fleeing from justice, £25 2s. 8d. From Thomas
de Clare for the chattels of the same £14. From the same Thomas
de Clare for the year and the wasting of the land of the said Henry
(de anno et vasto terre eiusdem Henrici) 50 marks.

For grants to William de Valence and Thomas de Clare see no. 263,
note.

268  [1 March 1275]

Receipt by Matilda de la Mare for 15 marks she has received at
Bristol by the hands of Ivo de la Bereth, being part of 50 marks in
which the master and brethren of St. Mark are bound to her for a
final concord of the manor of Wynterborne. The money was paid
to Ivo by brother John de Ferndon in the presence of William then
dean of Bristol on behalf of the said master and brethren. Sealing
clause. Thus there remain 20 marks still to pay. Bristol, Friday
after St. Mathias the Apostle, 1275.

Cf. Abstracts of Feet of Fines relating to Wiltshire for the reigns of Edward
the consideration is given as 55 marks.

269  [28 March 1275]

Receipt by Matilda de la Mare for 13½ marks which she has
received from brother Thomas, master of the house of St. Mark of
Bristol, by the hands of brother John de Ferndon, of the same
house, as part of the 50 marks in which the master is bound to
her for the manor of Wynterborne Gonnore. [f. 153v] Thus she is
satisfied of all except 6½ marks of the said sum. Alvescote,
Thursday after St. Benedict the Abbot, 1275.
Quitclaim by Thomas de Clare to God and the Blessed Mary and the church of St. Mark of Billeswyk and the master and brethren there serving God and their successors, for the sustenance of the poor, of all his right in the lands and tenements which were Henry de la Mare's in Wynterborne Gonore.


[Another copy of no. 270. Date and witnesses as in no. 270, omitting Hugh son of Otto and adding Richard de Hafton.]

Plea between Alice de la Mare and brother Robert de Radynge, master of the house of St. Mark of Bristol concerning the manor of Wynterborne Gunnore de la Mare before the justices itinerant, namely, sir Malomon de Rostens' and master Thomas de Mudyntone and their fellows and associates at Wilton, 17 Edward I.

The assize comes to declare whether Henry de la Mare, brother of Alice de la Mare, was seised in his demesne as of fee of the manor of Wynterborne Gunnore de la Mare, on the day of his death, and whether he died &c.: which manor brother Robert master of the house of St. Mark holds. He comes and says that King Henry III gave the manor of Wynterborne Gunnore to the Lord Edward, his eldest son, which had been of Henry de la Mare, a felon, lately deceased, and was the king's escheat by reason of the death of the said Henry, to hold to the Lord Edward, now king, and to his heirs and assigns, and he produces the charter of King Henry as witness thereof. And he says that the Lord Edward now king gave the said manor to God and St. Mary and the church of St. Mark of Billeswyk by Bristol and to the master and brethren there serving God for the sustenance of the poor, to hold in pure and perpetual alms of the same lord king and his

1 Sic, for Salomon (Solomon of Rochester).
heirs, and he produces the charter of the Lord Edward, now king, as witness thereof. Wherefore he says that he ought not to answer without the king.

273

Quitclaim by Alice de la Mare, sister and heir of Henry de la Mare, to Gilbert, rector of the church of Wynterborne Earls (Comitis), and Walter de Sancto Albano, chaplains, of all her right in all the lands and tenements which Henry had in Wynterborne de la Mare: to hold to them and their assigns of the grantor and her heirs, doing the due and accustomed services therefor, which her predecessors had been wont to do to the kings of England. She grants also that they may convert the said lands and tenements to pious uses and in pure and perpetual alms for the augmentation of the divine cult. Sealing clause. [f. 255] 'Hiis testibus Dominis Roberto de Glaston' ballivo domini Regis de Claryndune. Johanne de Grymsted. militibus. Jordano de Laverkstock. Willelmo de Pucton'. Johanne de la Forde. Thoma de Caneforde. Waltero Luvell Clerico. Radulfo de Nevill'. Rogero Swotynge et aliis.'

274

Charter of Gilbert, rector of the church of Wynterborne Earls, granting and assigning to Henry de Gaunt, master of the house of St. Mark of Billeswyke and the brethren there serving God and their successors, all his share in a court, the mill-land and rents, homages and services in the manor of Wynterborne Cherbruc' with all their appurtenances, to hold for the whole term for which Gilbert and Thomas de Belvero have undertaken to farm the manor from sir John de Cherbruk, with all those things to which his share in the said farm entitles him, saving to Thomas his share in the said farm. Grant also to the master and brethren of all debts owed to him and all his moveable goods, provided his debts be met. At St. Mark of Billeswyk, Thursday the feast of SS. Cosmas and Damian, Martyrs, 1268.

The manor of Winterbourne Charborough was held by Sir John de Charborough, who died before Dec. 1269 (Cal. Inquisitions, Henry III, p. 230). It formed part of Winterbourne Gunner.
Agreement between brother Gilbert, master of the house of St. Mark of Bristol and his brethren and Thomas de Belvero, whereby the master and brethren have demised to Thomas their part of the manor of Wynterborne Cherbrug' with their part of the corn in the grange there, to hold to him and his assigns for the term at which the manor was farmed to Gilbert, lately rector of the church of Wynterborne Earls, and to the said Thomas by sir John de Cherbrug. Thomas has remitted and quitclaimed to the master and brethren all claims or demands for debts, and will pay to them in the said house of St. Mark within the first 8 days after Christmas 15 marks by lawful computation, submitting himself to the jurisdiction of any ecclesiastical judge for the payment thereof with the intent that upon simple denunciation by the proctor of the master and brethren and upon production of this instrument, he may be compelled by sentence of excommunication to pay the principal of the debt together with any expenses which may thus be involved in recovering the debt. Sealing clause. In the chapter-house of St. Mark, Monday after St. Martin, 56 Henry III.


Cf. no. 26.
de la Mare, kinsman of the said Joan, was seised in his demesne as of fee on the day he died. The master comes by his attorney and says that he holds the manor in free alms by gift of the king before he undertook the government of the realm, and he produces the charter in witness thereof. He produces also the charter of the king confirming his earlier charter. Wherefore he says that he ought not to answer without the king. So let the parties go without a day &c.
Charter of Henry de Gaunt, clerk, for the health of his soul and the souls of his father and mother and his brother, Maurice de Gaunt, of good memory, and of all his ancestors and successors, giving to God and the church of St Mark of Bileswyk and the master and chaplains and the poor there serving God, all his land of Erdecote in free alms with all appurtenances in homages, in wood and plain, lordships, meadows, pastures, paths and ways, waters, water-courses, ponds and mills, and in all liberties and free customs, on condition that the master and chaplains shall pay half a mark yearly to Ydonia Gansel and her heirs, by equal portions at Michaelmas and Easter for all service &c., as is more fully evidenced in the charter of Ydonia Gansel to Henry, and in the confirmation by Richard Gansel, heir of the said Ydonia. He grants also to the master and brethren the rent which he bought from the abbot and convent of Kaynesham, namely next the church of the Friars Preacher in the town of Bristol, and also the rent which he bought from the abbess and convent of Werwell, with their appurtenances in houses, buildings and free customs, as more fully evidenced in the charters to him of the said abbot and convent and abbess and convent. The master and chaplains are to hold the foregoing freely and quietly &c., as free and perpetual alms. [f. 158v] Sealing clause. ‘Hiis testibus domino Willelmo Wigorn’ et domino Jocelino Bathon’ Episcopis. domino Thoma de Berkeley. domino Roberto de Gurnato. domino Huberto Huse. Rogero de Veym. Willemo de Hida. Johanne de Saltomarisco. Petro de la Haye. Thoma de Westun’ et multis aliis.’

This belongs to the early days of St. Mark’s Hospital. Charters attested by Bishop Jocelin of Bath and Bishop William of Worcester (d. 18 Aug., 1236) are all between 1230-4 (e.g. nos. 2, 5, 185) and Bishop Jocelin and Thomas, lord Berkeley, witnessed no. 4, of similar date. The confirmation by Richard Gansel mentioned in the charter is probably that specified in no. 293 (22 Feb., 1234). Sir Hubert Huse had custody of the manor of Winterbourne, Gloucs., in Sept., 1233, during the minority of the heir, Ralph le Waleys (Exc. e Rot. Fin., i, 248).

Werwell Abbey, Hants., was a house of Benedictine nuns near Winchester.
Earthcott is now represented by Earthcott Green, 2 miles N.W. of Almondsbury, Gloucs., and Gaunts Earthcott, formerly Row Earthcott, 1 mile W. of Almondsbury.

**279**

Charter of Idonia Gaunsell, widow of Richard the huntsman, giving, for the health of her soul and the souls of her ancestors, to God and the Blessed Mary and the almonry of St. Mark of Billeswyk in Bristol and to Henry de Gaunt, master of the said almonry, and the chaplains there serving God, and their successors, in free and perpetual alms, all her land and tenement in Erdycote, and all her right in La Lee, Hauedon, Hogeston', and in the land called Stutte in gete, and all their appurtenances, as well in the advowsons of the chapels of La Lee and Eradicote, as in demesnes, villeinages, rents, escheats, custodies, the homages of free men and their services; to hold of her and her heirs to Henry and his successors serving God in the said almonry freely and quietly &c., in wood, plain, meadows, pastures, paths, ways and issues, by ambulations and the ancient bounds, in assarts, in waters, ponds, mills and all other places pertaining to the said lands; rendering to the chief lords the service due to them, and to Idonia and her heirs half a mark yearly by equal portions [f. 159] at Michaelmas and Easter for all services, etc., saving to the King whatever is due to him from the said lands and tenements. Clause of warranty. For this Henry de Gaunt has given her £20 sterling in consideration. 'Hiis testibus domino Roberto de Gournay. domino Huberto Hese. domino Helia Gifford. domino Willelmo de Putoth'. domino Ricardo de Greinvile. domino Johanne Cotele. domino Reginaldo Walenn'. domino Johanne de Chaunflur. domino Thoma de Tyringeham. domino Roberto de Veym. Rogero de Veym. Ricardo Gaunsell. Helia de Filton. Thoma de Weston'. Radulfo de Stokes. Willemo de la Hide et multis aliis.'

The witness list is almost identical with those of nos. 281–3, and this may be assigned to 1234. Most of the witnesses to this and many of the charters which follow were local landowners. Sir Hubert Huse, who was appointed seneschal of Gascony in Sept. 1237 (Patent Rolls, 1232–47. p. 195) was probably dead by 1243, when his custody of Winterbourne was given to the widow of Richard le Waleys. The Hampshire knight, Sir John Cotele, also held the manor of Frampton Cotterell, Gloucs., and died before 12 June, 1247 (Exc. e Rot. Fin., i, 345; Cal. Inquisitions, Henry III, p. 290). Sir Elias Giffard (d. before May, 1248), head of
the family of Giffard of Brimsfield, was lord of Badgworth, Stonehouse, and Stoke Gifford (adjoining Earthcott) (Comp. Peerage, v, 639). Sir William de Putot was sheriff of Gloucs., 1225–32 (P.R.O. Lists and Indexes, no. ix, 1898 (List of Sheriffs), p. 49). The Greinvill family held land nearby at Compton Greenfield in Henbury parish (Feudal Aids, ii, 235). Thomas de Tyringeham was steward of Lord Berkeley circa 1220 and appears in other Berkeley charters before 1243 (Jeayes, pp. 40, 58, 92–3).

La Lee is Lea, in Almondsbury parish: 'Hauedon' and 'Hogeston' were parcels of the manor. 'Stutte' or 'Sturte' is in Yate, adjoining Earthcott on the E.

280  [Circa 1234]

Charter of Ydonia Gaunsell, widow of Richard the huntsman, in her lawful power and widowhood, giving to Henry de Gaunt, her kinsman, for his homage and service, all her tenement in the vill of Erdecote with its appurtenances and all her tenement and right in the tenement of Winterborne,1 with all its appurtenances in demesnes and the service of free men and villeins, without any reservation. She has given also to Henry de Gaunt and his assigns 2 marks of rent in the vill of La Lee, which Maurice de Gaunt used to render by four equal portions at Michaelmas, Christmas [f. 1599] Easter and the Nativity of St. John the Baptist, and all her right in the vill of Hauedone and in the vill of Hogeston’ and in one virgate of land in the vill of Yate, by Sodbury, which is called Storte; to hold to the said Henry and his assigns or to whom he shall wish to give, sell or pledge it, of Idonia and her heirs, as freely as Idonia or her ancestors held the said tenements with their appurtenances, rendering to her and her heirs half a mark yearly by equal portions at Michaelmas and Easter, and to the chief lords what service pertains to them, and saving to the King whatever is due to him from the said tenements. Warranty and sealing clauses. 'His testibus Roberto de Gurnaco. Huberto Hose. Guiberto de Ruys. Johanne Cotell. Roberto de Veym. Rogero de Veym. Thoma de Weston'. Hugone de Herdycote. Roberto de Tyderinton. Johanne de Chinon. Nicholao Burell et multis aliis'.

By reference to no. 283, the date may be assigned to circa 1234.

Nothing is known of the relationship of Idonia Gansel and Henry de Gaunt; but no. 328 provides a hint that the Gansel family were kinsmen of Robert FitzHarding.

1 Text here reads totum tenementum meum et ius meum quod habui vel habere potui de Tenemento de Wynierborne.
Charter of Idonia Gaunsell, widow of Richard the huntsman, giving to Henry de Gaunt, her kinsman, for his homage and service all her tenements and right in the vill of Hogeston and Hauedon [f. 160] which William Gaunsell, her grandfather, took in marriage portion (maritagium) with Alice, his wife, and all her tenement at Jostete which is called Stuite, with appurtenances [as in no. 279]; to hold to him and his heirs or assigns or to whom he shall wish to give, sell or pledge it, of Idonia and her heirs, rendering yearly to her and her heirs 1 lb. of cummin at Michaelmas. Warranty and sealing clauses. 'His testibus domino Roberto de Gurnaco. domino Huberto Huse. domino Helia Giffard. domino Willelmo Putot. domino Ricardo de Grainvill'. domino Johanne Cotell'. domino Reginaldo Walensi. domino Johanne de Chonflur'. domino Thoma de Tiringham. domino Roberto de Veym. Rogero de Veym fratre eius. Helia de Filton. Thoma de Westun. Radulfo de Stokes. Willelmo de Erdicote et multis aliis.'

This may be dated by reference to no. 283 (23 Feb., 1234).

Charter of Idonia Gaunsell, widow of Richard the huntsman, giving to Henry de Gaunt her kinsman [f. 160v] for his homage and service, all her tenement in Erdycote with its appurtenances, &c. [as in no. 279], and 2 marks of rent in Le, which Maurice de Gaunt was wont to pay, and, after the death of the said Maurice, Margaret de Sumeri, his widow, who holds the said land in dower, and after the death of Margaret, the heirs of Maurice, ought to pay the same for the said land in Le; to hold to Henry, his heirs or assigns, or to whomsoever he may wish to give, sell, or pledge the same, or to such religious house as he may wish to transfer it; rendering yearly to Idonia and her heirs or assigns half a mark yearly, by equal portions at Michaelmas and Easter, saving to the King whatever service is due to him from the said tenements, and to the Hospital of Jerusalem two marks yearly by equal portions at Michaelmas and Easter. Warranty and sealing clauses. [Witesses as in no. 281].

For Margaret de Sumery, widow of Maurice de Gaunt, see nos. 207, 294.
Agreement between Idonia Gaunsell, widow of Richard the huntsman, and Henry de Gaunt made at Bristol, the day of St. Juliana the Virgin, 18 Henry III, whereby Henry is to pay to Idonia for all the years of her life half a mark yearly, by equal portions at Michaelmas and Easter, and Idonia shall come at Henry's summons into the King's court (the county or hundred court or elsewhere as Henry and his counsel shall think expedient) to make him all manner of security concerning the tenement of Erdecote, a rent of 2 marks from La Lee, and her tenements and all claim which she or her forebears had in Hauedon and Hoggeston' and at Joscete in the land which is called Sterte, &c., according to the tenor of charters made to the said Henry concerning them. To bind themselves to this both Henry and Idonia have pledged their oaths. [Witnesses as in no. 281].

Charter [in terms as in no. 279] of Ydonia Gaunsell giving to the [f. 162v] house of St. Mark and Henry de Gaunt, master thereof, &c. in free and perpetual alms all her land and tenement in Erdycote, and all her right in La Lee, which tenement she held of Thomas de Doynton by the service of one knight, and all her right in Hauedon and Hogeston and in the land called Stute in Gete, with all their appurtenances, together with all her right in Docha. Henry and his successors shall render half a mark yearly to Idonia and her heirs. For this Henry de Gaunt has given her £20 sterling in consideration. Warranty and sealing clauses. [Witnesses as in no. 281].

Charter of Thomas de Doynton, knight, confirming to Henry de Gaunt, master of the almonry of Bylleswyke in Bristol and to the successors of the same Henry serving God and the Blessed Mary in the same house, in free, pure and perpetual alms, all the land which Idonia Gaunsell had in Erdycote and all her right in La Lee and in any other tenements whatever pertaining to his fee, as is more fully contained in charters made between them; saving the royal service, and saving to Thomas and his heirs the relief that
pertains to the tenement which Henry and his successors hold of Thomas' fee by the service of one knight or from those whom Henry and his successors shall have enfeoffed therewith, at the death or removal of each master. He has remitted to Henry and his successors for himself and his heirs their wardship of the said tenements. For this remission Henry has given him a sum of money on which there has been an agreement between them. Sealing clause. 'Hiis testibus Magistro Roberto de Marisco. Johanne de Tormartun milite. Jacobo la Warre. tunc maiore Bristoll'. Willelmo Clerico. Petro clerico Bristoll'. Nicholao de Hadham. Thoma de Pulla. R. de Chersetun' Clerico et multis aliis.

The later limit of date is provided by Bishop Walter of Worcester's confirmation, on 18 Nov., 1240, of all grants made to St. Mark's by Thomas de Doynton (no. 32).

Charter of Thomas de Doynton, knight, [f. 162v] giving and quit-claiming in free and perpetual alms, to Henry de Gaunt, master of the house of St. Mark of Billeswike by Bristol, and the brethren there serving God and their successors, all lands and tenements in Erdicote and La Lee, which they had by grant of Idonia Gaunsell, and all right and claim which they have by grant of the same Idonia in Hauedon' and Hoggeston' and in the land called Surte in Gete, to hold freely and in peace, &c., as more fully specified in the charters which they have from the same Idonia or from others. He has quitclaimed also to the master and brethren all his right in all wardships, homages, services and escheats in all the said lands and tenements or any of them, and in all lands and tenements which the four daughters of Simon Bowhan and Alice his wife had procured from the Hospitallers before the king's justices of the bench and in all other lands and tenements which pertained or ought to pertain to Thomas and his heirs. They shall have no claim therein save for the royal service when it occurs, and saving relief due to them on the death or removal of each master, and the right to distrain on the said fee when necessary for the royal service or for the relief. Clause of warranty. [f. 163] For this the master and brethren have given Thomas 110s. sterling. Sealing clause. 'Hiis testibus dominis Roberto Walrand tunc

Robert Waleraund was sheriff of Gloucs. 1246-50 (P.R.O. List of Sheriffs, p. 49).

287 [1246-50]

Confirmation by Thomas de Doynton, knight, of no. 286. [Witnesses as in no. 286].

For the date, see no. 285, note.

Sir Thomas de Doynton was living in 1250, when he complained to the king that his son, Geoffrey, to whom he had given his manor of Doynton (E. of Bristol) had wasted and alienated it (Close Rolls, 1247-51, p. 368).

[2r 163v] 288 [1246-50]

Agreement between Thomas de Doynton, knight, and Henry de Gaunt, master of the house of St. Mark, &c., whereby Thomas grants for himself and his heirs that when it shall be necessary to distrain all those enfeoffed of his fee in Erdicote and La Lee for the royal service, each of them shall answer appropriately to his tenement to the master and his successors, [2r 164] who undertake to make levy so that it shall be done, and then the feoffees of Thomas shall pay the royal service to the master and his successors, by reason of the fact that Henry and his successors answer for the relief for one knight's fee to Thomas and his heirs at the death or removal of each master. It is agreed also that Thomas and his heirs shall procure that the customs and services due from those who hold the tenements pertaining to Erdicote, so far as they pertain to their own persons and the persons of the master and brethren, shall be done to the master and brethren by Simon the Carpenter, Isabella Boyhan, his wife, Adam Ette Wode, Cecilia Boyhan, his wife, Robert the Bald (Calvus) and Edith Boyhan, his wife. Sealing clause. 'Hiis testibus Roberto Waleraund tunc vicecomite Glouc'. Johanne de Salso marisco milite. Willelmo de Veym. Jacobo la Warre. Elia Oky. Elia de Filton'. Willelmo de Fronton' et aliis.'
Notification by William de Belvero, master of the house of St. Mark of Bristol, and his brethren, stating that whereas a plea had been brought by them in the king’s court against William de Tracy, knight, by the king’s writ of mesne (de medio) for the acquittance of 3s. to be paid yearly to the court of Thornbury and suit to be made to the said court for certain tenements which the master and brethren hold in Rowerdicote from the said sir William, at length by the intervention of mutual friends the said plea has been settled in this wise: that the master and brethren, for themselves and their successors, have granted and remitted to the said Sir William, lord of Doynton in co. Gloucester, and his heirs warranty, defence and acquittance of 3s. [f. 164v] which they [the master and brethren] have been wont to pay yearly to the said court of Thornbury and the suit which they have made to the said court for the said tenements, so that William and his heirs shall not be bound to anyone for the said warrant, defence and acquittance of the said 3s. and suit of court in future. The master and brethren will abstain from all action or demand upon Sir William or his heirs for the said 3s. Sealing clause. Bristol, Tuesday before the Nativity of the Blessed Virgin Mary, 11 Edward II. ‘Hiis testibus domino Nicholao de Kyngeston milite. Johanne de Aneslee. Elia de Fylton. Rogero Corbet. Johanne de Alkeley. Waltero Seuare et aliis.’

Sir William Tracy, M.P. Gloucs. 1313 and 1322 and sheriff of Gloucs. 1324 and 1327, held half a knight’s fee in Doynton in 1303 (Feudal Aids, ii, 249, 269). It was probably his son, William, who was a justice of the peace for Gloucs. in 1344 and held Doynton in 1346 (ibid., 282; Cat. Patent Rolls, 1343-5, p. 394).

Charter of Idonia Gaunsell in her widowhood giving to Peter Gaunsell, son of Robert Gaunsell, for his homage and service, half a virgate of land in the vill of Erdicote which Balwin held, three acres of land in Dochan in Heueland lying in length by the land of the Hospitallers, one acre which lies in Westveld at Brocferlange between the land of the Hospitallers and the land of Nicholas Burell, half an acre of land which lies over against Hulles between the land of the Hospitallers and the land of Gilbert de Rues, another half an acre of land in the same field which lies over against
Hulles between the land of the Hospitallers and the land of Gilbert de Rues, and three acres in Midelfeld, of which one acre lies at the headland (ad caput) of Hulles between the land of Gilbert de Rues and the land of Adam Crek and one acre which lies between the land of the Hospitallers and the land which lies in another place in the same field beside the land of the Hospitallers, and a meadow in Westmede [f. 165] called Aylewardesplot where a stream runs through the middle, and sufficient hou sbote and heibote of the said land, to hold of her and her heirs to him and his heirs freely and quietly &c., rendering yearly to Idonia and her heirs certain white gloves at Easter or 1d. for all service, saving such royal service as pertains to the free land in the same fee. Grant also to Peter Gaunsell, his heirs or assigns that he may have six oxen grazing with her oxen in all places where her oxen graze. For this Peter has given her 2 marks. Warranty and sealing clauses. 'Hiis testibus Willelmo Chamerlange. Gilberto de Rues. Hugone de Chansy. Hugone de Howell. Petro de Crok. Willelmo de Cuhulle. Osberto Bosse. Willelmo de Frontona. et aliis.'

The later limit of date is provided by Richard Gansel's charter of 14 July, 1241, which mentions the land granted to St. Mark's by his brother, Peter (no. 292).

Charter of the same Idonia giving to the same Peter 21 acres of land in Saltmarsh (Salso Marisco), 6 acres of which lie in Chelsam, 6 acres in Saldemers, 3 acres in La Wrdy, 3 acres above Lesa which Robert Dunne held of her, and 3 acres which Richard Hugelot held of her, whereof one lies upon Cranhill', a second upon Chingeshurst and a third upon Bochland, and 6½ acres of meadow, of which 3 lie in Lesa [f. 165v] in length beside the meadow of the monks of Bath, and in Grenecrofte 3 acres lie together, and the half-acre lies in Grenecrofte in length beside the meadow of William Hert; to hold of her and her heirs to him and his heirs or assigns freely and quietly &c., rendering yearly to Idonia and her heirs 1 lb. of cummin or 1½d. at Easter, whichever Peter or his heirs prefer. Warranty and sealing clauses. 'Hiis testibus Willelmo Chamerlange. Hugone de Chansy. Luca de Calli tunc persona de Henbire. Johanne de Sautemareis. Petro Crock. Osberto Bosse. Willelmo de Frontona et aliis.'

For the date, see no 290, note.

Saltmarsh is in Henbury parish.
Charter of Richard Gaunsell, son of Robert Gaunsell son of Richard the huntsman and of Idonia his wife, giving and quit-claiming, in free and perpetual alms to God and the Blessed Mary and the almonry of St. Mark &c. and to Henry de Gaunt, master of the same, and his successors there serving God, all his right in the vill of Erdycote with all its appurtenances in Docham, Wynterborne and Hambrok and in the land which was Simon Gaunsell’s in la Wodeome, and all his right in one mark of rent in La Lee, and in 3 acres of land and 3 acres of meadow with their appurtenances which Henry de Gaunt had from Peter Gaunsell and in all homages and services [f. 166] which the same Henry had from the said Peter and Idonia Gaunsell, and all his right in Hoggeston' and Hauedone and in one virgate of land with its appurtenances which is called Sterte in the vill of Yate by Sodbury; to hold the same of him and his heirs to them and their successors, with their appurtenances; rendering yearly to Richard and his heirs half a mark at Hokday at the said almonry of Billeswyk for all services &c., doing to the chief lords what service belongs to them and such royal service as pertains to the said land and tenements. Warranty and sealing clauses. Gloucester, Sunday before the feast of St. Kenelm, King and Martyr, 25 Henry III. ‘Hiis testibus Dominis Roberto de Gournay. Rogero de Veym. Gilberto de Rues. Petro Croc. Roberto de la Forde. Willelmo de Weston’. Willelmo de Veym filio Rogeri de Veym. Willelmo tunc vicario de Almodesburu’. Hugone le Freman. Rogero de Oxon’ Clerico qui hanc cartam scripsit et aliis.'

Hambrock is in the parish of Winterbourne.

Agreement, made at Bristol on the feast of St. Peter’s Chair, 18 Henry III, between Richard Gaunsell son of Robert Gaunsell son of Richard the huntsman and Ydonia Gaunsell, and Henry de Gaunt; [f. 166v] it is agreed that Henry and his heirs or assigns ought to pay yearly to Richard Gaunsell, his heirs or assigns, half a mark by equal portions at Michaelmas and Easter, after the death of the said Idonia, whose charter concerning tenements at Erdicote the said Henry has, and that Richard Gaunsell, at the summons of the said Henry, will come into the king’s court (the county or hundred court or elsewhere as the said Henry or his
counsel shall think expedient) to make him all manner of security concerning the said tenement and claim in Erdicote with its appurtenances and a rent of 2 marks in La Lee, according to the tenor of a charter made upon this to the said Henry. This Richard pledges himself to do without complaint. [Witnesses as in no. 281].

294 [16 June 1242]

Final concord, made in the king's court at Shireburne on the morrow of the Holy Trinity, 26 Henry III, before Robert de Lexintone, Robert de Bello Campo, and Richard de Wrotham, Justices, and other faithful of the lord King there present, between Richard Gaunsell, claimant, and Robert de Gournay, whom Margaret de Somery vouched to warranty, who warranted to her for two parts of one carucate of land with their appurtenances in La Lee. Wherefore the assize of mort d'ancestor was summoned between them in the same court. Robert recognised all the said land with its appurtenances to be the right of the said Richard and rendered it to him [f. 167] in the same court. For this recognition and final concord Richard granted to Robert all the land which was inclosed within the park of Ouere on the day the said concord was made, to hold to him and his heirs of Richard and his heirs, paying 1d. yearly at Easter. Richard and his heirs will warrant, acquit and defend the said land to Robert and his heirs against all men, and further Robert has given Richard 10 marks.

An abstract of this fine was printed in Trans. B.G.A.S. xvi (1892), p. 198, by Sir John Maclean, who suggested that 'Ouere' was Aure, but it is clearly Over, in Almondsbury parish, then part of Lea manor.

295 [Circa 1240]

Quitclaim by Henry le Hert to Henry de Gaunte, master of the almonry of St. Mark etc., as to the chief lord, of all his right in all the lands which he once held in Saltmarsh (Salso Marisco) pertaining to the fee of La Lee, to hold to him and his successors freely and quietly, &c. Sealing clause. 'Hiis testibus domino Johanne de Salso Marisco milite. Petro Crok. Willelmo le Veym. Henrico de Werkesbury. Radulfo Corbet. Nicholao Burell et aliis'.
Agreement between Hugh de Tudeham and Henry de Gaunt, whereby Henry de Gaunter or his assigns are bound to Hugh de Tudeham or his assigns in 11 marks for all the land in Erdycote which [f. 167v] they have from Idonia Gaunsell, to be paid at 2 terms this year at St. James in Bristol in the presence of the prior or subprior of the same house, namely, 6 marks on the vigil of St. Peter’s Chains or within the octave following, and 5 marks on the vigil of the Blessed Virgin Mary or within the octave following, and the payment to be made without any cavil, exception or delay. If there shall be any default in payment by the master and his assigns, they shall pay one mark by way of penalty. Be it noted that all instruments or charters shall remain in the custody of the prior or subprior of St. James of Bristol until the money has been paid. The prior or subprior shall release the charters to Henry de Gaunt or his assigns if the money is paid within the said terms. Both parties pledge themselves to maintain the said agreement without complaint. 'Hiis testibus domino Rogero de Veym. domino Johanne de Sautemareis. domino Petro Crok. domino Waltero de Mareis. Roberto de la Ford. et multis alis.'

For the date, see no. 297, note.

Charter of Hugh de Tudeham giving to God and the Blessed Mary and the Blessed Mark and the master of the almonry of Billeswyk and his successors, in pure and perpetual alms, all his land with its appurtenances in Erdicote, together with all charters and instruments which he had from Idonia Gaunsell concerning the said tenement, namely, the land which he bought from the said Idonia Gaunsell, widow of Richard the huntsman: [f. 168] to hold to them and their successors of him and his heirs for ever. For this Henry de Gaunt then master of the said almonry, has given him £10 sterling in consideration. Sealing clause. [Witnesses as in no. 296].

This may be dated before 18 Nov., 1240, when Walter, bishop of Worcester, confirmed to St. Mark’s (inter alia) all grants by Hugh de Tudeham (no. 32). It cannot be much earlier than 1234, when Idonia Gansel’s lands passed to the hospital.
Agreement, made on St. Martin the Confessor's day, 43 Henry III, between Henry de Gaunt, master of the house of Billeswyk, and Edith Concord, widow of Peter Concord, whereby the said Edith has given to the said Henry, as the chief lord, half a virgate of land which Edith holds for the term of her life of the said Henry in the vill of Erdecote, to hold to him and his successors freely and quietly, &c., paying to the said Edith as long as she shall live four crannocks of corn (bladi) at two terms yearly, viz. one crannock of wheat and one of barley at Michaelmas, and one of beans and one of oats at the Purification of the Blessed Mary. At each of these terms Henry shall have warning from the bailiffs of Erdecote concerning the payment of the said corn a fortnight before it is demanded. The corn-rent and the land shall revert to the house of St. Mark after the death of Edith without contradiction from her heirs or assigns. Edith shall hold for the term of her life a croft which she has hitherto held together with a messuage and the other [f. 168v] appurtenances of the said croft, rendering to Henry and his successors 2s. yearly and doing all foreign service pertaining to the said tenement as she has been wont to do before the making of this agreement. Henry and his successors have granted also that they will hold themselves excommunicate if they default in the payment of the corn-rent and the sentence of excommunication shall last until such time as the said Elizabeth¹ shall be fully satisfied of the arrears of the said corn. Sealing clause. 'Hiis testibus Willelmo de Fruntone'. Ricardo le Wales. Johanne de Framstathe. Nicholao Burell. Rogero de Hildesley. Thoma Pessun. Henrico de Sobbury Clerico et aliis.'

Agreement made in the ( )² year of Henry III, between Henry de Gaunt on the one part and John Sehuthe on the other, whereby John gives and quitclaims to Henry, as the chief lord of the fee, all his right in 6 acres of land and a messuage in the vill of Erdicote, and in one acre of meadow in Estfeld, which lies in Brokefurlonge in length beside the land of the brethren of the hospital and in a half-acre of meadow which lies in the meadow of Erdicote between the meadow of the said hospital and the meadow

¹ Sic.
² Year omitted in MS.
of sir Gilbert de Rues with all their appurtenances; with the intent that the said John and his lawful wife, whom he had at the time of the making of this agreement, or any other woman he may later take to wife, shall hold the said lands with their appurtenances for the term of their lives, paying to the said Henry de Gaunt and his successors 2s. yearly by equal portions at Michaelmas, Christmas, Easter and the Nativity of St. John the Baptist for all services excepting the royal service pertaining to the said land and excepting also suit to the court of the said Henry at Erdicot, [f. 169] which John and his wife for the time being ought to make, as John has been wont to make. After the deaths of John and his wife, the said 6 acres with the messuage and meadows, &c., shall revert to the master and his successors. If any charter or instrument of feoffment of the said John in the said lands by any predecessor of Henry de Gaunt or by any other person shall be found in the possession of John or any of his people after the making of this agreement, it shall be held to be cancelled and of no effect.


300 [1224–1229]

Final agreement (finalis convencio), made in the castle of Bristol before Ralph de Castello, constable thereof, and the knights then present with him, between Simon Bochan and Alice his wife, and Richard the huntsman and Idonea his wife, daughter of Richard Gaunsell, concerning the land of Erdecote and its appurtenances, whereof there had been a plea between the parties in the king’s court. It is agreed that Richard the huntsman and Idonea his wife shall remit to Simon de Bochan and Alice his wife the whole moiety of Erdecote with its appurtenances, excepting the capital messuage and the chapel and orchard (virgulto) with the lordship of all the land (fundī) which shall remain to Richard and his wife, provided that Richard gives him from his moiety of the land as much as the capital messuage contains for building. Be it known that on the death of Cecilia, widow of Richard Gaunsell, the capital messuage of Leia shall remain to Simon Bochan and Alice his wife and their heirs with the moiety of the same vill and its appurtenances [f. 169v] and then the messuage of Leia shall answer to the said Richard the huntsman and Idonia his wife

Ralph de Castello, more usually known as Ralph de Willington, was appointed constable of Bristol Castle on 8 Oct., 1224 and had been succeeded by 5 July, 1229, by William de Putot (Patent Rolls, 1216-25, p. 474; Close Rolls, 1227-31, p. 189).

The description in the witness list of Cecily, widow of Richard Gansel, as mother of Idonia Gansel and Alice Bochan, implies that they were sisters (or half-sisters) and coheiresses of Cecily in the manor of Earthcott. The series of deeds which follow concern the acquisition of the land in Earthcott held by Isabella, Alditha, Cecily and Edith, the four daughters of Simon and Alice Bochan, and their husbands. The relationship is illustrated by the following pedigree:

```
Richard Gansel = Cecily
     /   \
   Agnes = Robert Gansel
        |   |   |
   Isabella = Stephen of Eastbach
   Alditha = Robert de Malefield
      |   |   |
   Cecily = Adam Bondham
           |   |   |
      Matilda = Walter le Leche
    Peter Gansel
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Isabella, Alditha and Cecily were defendants in a plea of assize of mort d'ancestor brought by Stephen of Evreux in 1221, when Isabella was wife of Stephen of Eastbach (Rolls of the Justices in Eyre for Gloucestershire... 1221-2, ed. D. M. Stenton, Selden Soc. lix (1940), pp. 73, 128).

Charter of Isabella, daughter of Simon Bochan, in her lawful widowhood, giving to Simon de Dene son of Hugh de Dene, for
his homage and service, in fee and hereditament, for 20 marks of silver which he has paid to her, all her part of the land which she has or ought to have in the vill of Edicote and in the vill of La Leye, with all appurtenances &c.; to hold to him and his heirs or assigns free of all suits, services, aids and demands, saving such royal service as pertains to the tenement, and rendering yearly to Isabella and her heirs one pair of gloves. price Id., or rd., at Michaelmas. Grant also that Simon in bad times or good (in infirmitate siue in prosperitate) may give, sell, transfer, [f. 170] pledge or assign hereditarily the tenement and its appurtenances to whomever he wish saving the rent to the grantor and her heirs, on condition that the said Isabella and her heirs send yearly at Michaelmas on account of the said rent to the court of Simon at Erdecote.1 After Simon’s death Isabella and her heirs shall have no claim upon the heirs or assigns of Simon for anything from the said land, neither in wards nor reliefs, nor in heriots, unless in doubling of the said rent of rd. Warranty and sealing clauses. 'Hiis testibus Thoma de la Fenne. Galfrido de Morton. Radulpho Corbet. Hugone de Erdecote. Nicholao Burell. Roberto Hunipyn. Simone le Fishe. Stephano de Esebech'. Roberto de Bullers. Gerardo de Husseman. Johanne de Bromtecro Et multis aliis'.

Simon de Dene, carpenter, was a tenant of the manor of Earthcott in 1246-50 (no. 288) by which date he had married the donor, Isabella Bochan.

302 [29 Aug. 1248]

Agreement between Simon de Dene, carpenter, and Henry de Gaunt, master of the almonry of St. Mark of Billeswyk, whereby Simon grants and confirms in free and perpetual alms to the master and brethren of the same almonry and their successors all his right in all lands which he ever held in the vill of Erdicote and in La Lee with their appurtenances [f. 170v] so that they may hold the same as freely and quietly as Simon has ever held it, rendering yearly to the said Simon while he lives a mark of silver for all service by equal portions at Christmas and within the octave of the Nativity of St. John the Baptist, at the said almonry of St. Mark in the suburb of Bristol. After he is freed from matrimony by the death

1 tali condicione quod predicta Isabella et heredes sui mittant annuatim propter predictum reddition in die Sancti Michaelis ad curiam predicti Simonis apud Erdecote.
of his wife (post mortem uxoris sue solutus a coniugio) the said Simon shall be able to enter the said almonry and there receive victuals like those of a chaplain of the same house for as long as he lives. After his death the master and brethren shall be quit of the mark of rent, for the sake of his soul. Warranty and sealing clauses. Billeswyk in the suburb of Bristol, on the Decollation of St. John the Baptist, A.D. 1248. 'Hiis testibus dominis Johanne de Salso marisco et Gilberto de Rues militibus. Elia de Filton. Willelmo le Veym. Radulpho Corbet. Roberto de Maleghfeld. Nicholao Burell. Henrico de Lichefeld Clerico et aliis'.

Charter of Simon de Dene, carpenter, giving and confirming to Henry de Gaunt, master of the almonry of St. Mark of Billeswyk in the suburb of Bristol and the brethren and their successors all his right in the land he once held in the vills of Erdicot and La Lee, in pure and perpetual alms. (Conditions of grant and witnesses as in no. 302, but omitting the clause concerning Simon's corrody).

Charter of Isabella Boghan, giving and confirming in free, pure and perpetual alms, to Henry de Gaunt, master of the almonry of St. Mark, &c., all right in all lands accruing to her (contingentibus me) in the vills of Erdicot and La Lee with all their appurtenances. Warranty and sealing clauses. 'Hiis testibus domino Johanne de Salso marisco. Henrico Droys militibus. Jordano de Budyford. Willelmo le Veym. Ricardo le Wales. Rogero de Hildeseya. Roberto Boghan. Henrico de Lychefeld et aliis'.

Final concord made in the king's court at Gloucester in the quindene of Trinity, 39 Henry III, before John abbot of Peterborough, Master Simon de Wautone, Robert de Shotinton, Nicholas de Haulo and John de Kave, justices itinerant, and other faithful of the king there present, between Simon de Dene, querent, and Henry de Gaunt, master of the hospital of St. Mark of Bristol,
deforciant, concerning one mark which is arrears of a rent of one mark owing to the said Simon, and whereof there has been a plea between them in that court. The said master has recognised and granted for himself and his successors and for the brethren of the hospital that they shall pay to Simon the rent of one mark yearly by equal portions at the Nativity of St. John the Baptist and Christmas for the term of his life, and after his death they shall be quit of such payment for ever. For this recognition, Simon has remitted to them all damages which he claims by reason of the said withholding of rent.

306 [30 Aug. 1264]
Quitclaim by Simon de Dene to Henry de Gaunt, master of the almonry of St. Mark &c., his brethren and their successors of one mark of rent which they have been accustomed to pay to him, according to the tenor of a fine levied in the king’s court [Recital of no. 305 follows]. Simon has also remitted and quitclaimed to Henry and his brethren the said fine and all other charters or instruments concerning the rent which might be harmful to them, and in return has received from them two marks sterling. At Billeswyk, the morrow of St. John the Baptist, 48 Henry III. Sealing clause. ‘Hiis testibus domino Roberto de Gournay. domino Johanne de Salso marisco. domino Ada de Axxtton militibus. Anselmo de Gournay. Willelmo de Veym. Willelmo de la Aye. Willelmo le Savage et multis aliis’.

307 [Circa 1248]
Agreement between Robert de Malehfeld and Alditha Bowhan his wife, and Henry de Gaunt, master of the almonry of St. Mark, &c. Robert and Alditha have given and confirmed to Henry de Gaunt and his successors and the chaplains serving God in the said almonry all lands and rents pertaining to them, together with all their right, in the vill of Erdicote and La Lee in the county of Gloucester, to hold to the master and chaplains and their successors and their assigns of Robert and Alditha and their heirs, rendering yearly to Robert and Alditha and their heirs or assigns one mark of silver at the said almonry of St. Mark by equal portions at the Annunciation of the Blessed Mary and at Michaelmas for all secular service. Clause of warranty. For this
Henry de Gaunt has given the said Robert and Alditha Bowhan his wife 20s. sterling, and will provide John their son with maintenance (sustentacionem) at the said almonry for the term of his life except in linen, clothes and his bed (preter quam in lineis vestibus et in lecto), provided John is not disobedient or ungrateful to the master and chaplains and their successors. To the faithful observance of this agreement Robert and Alditha, for them and their heirs, and Henry de Gaunt, for himself and his successors, have pledged themselves bound and have attached their seals to this chirograph. Because the said Alditha Bowhan has no seal of her own, Robert her husband, at her instance, has sealed this writing for both of them. 'Hiis testibus Willelmo filio Nicholai tunc maiore Bristoll'. Willelmo Clerico. Thoma Longo. Jacobo la Warre. Elya Oky. Simone Clerico. Johanne de Berwyk. Petro Croc. Willelmo de Veym. Elia de Fyltun'. Radulpho Corbett. Nicholaao Burell' et aliis'.

For Alditha Bochan and her husband, Robert de Malefield, see no. 300, note.

308 [Circa 1248]
Charter of Robert Malehfeld and Alditha his wife giving and confirming to Henry de Gaunt and his successors and the chaplains of St. Mark &c. all lands and rents pertaining to them and all their right in the vills of Erdicote and La Lee (Conditions and witnesses as. in no. 307, but omitting the clause concerning the corroyd for John son of Robert and Alditha).

309 [15 June 1248]
Final concord made in the king's court at Bristol on the morrow of Trinity, 32 Henry III, before Roger de Thurkelby, Gilbert de Preston, Master Simon de Walton and John de Colbeham, justices itinerant, and other faithful of the king there present, between Henry de Gaunt, master of the hospital of St. Mark of Billeswyk, querent, and Robert de Malufeld and Alditha his wife, deforciants, concerning a virgate of land with appurtenances in Erdicote whereon a plea had been summoned between them in the same court. Robert and Alditha recognised the said land to be the right of the said master which he has by their gift and the master and his
successors shall hold it of Robert and Alditha and the heirs of Alditha, rendering therefor one mark of silver yearly at Michaelmas and Easter. Clause of warranty. For which recognition, warranty, fine and concord the master has given Robert and Alditha 20s. sterling.

310 [30 Sept. 1251]
Agreement made on the morrow of Michaelmas, 35 Henry III, between Robert de Malehfeld and Alditha his wife on the one part and Henry de Gaunt, master of the almonry of St. Mark &c. on the other, whereby [f. 174v] Robert and Alditha have quitclaimed to the said master and the chaplains and clerks of the said almonry and their successors a rent of one mark of silver which the master and chaplains and clerks are bound to pay to Robert and Alditha and their heirs or assigns for their lands in the vills of Herdicote and La Lee, as contained in the agreement made between them. Sealing clause. ‘Hiiis testibus domino Johanne de Salso marisco milite. Willelmo de Veym. Petro Crok. Henrico de Werkesbury. Nicholao Burell’. Ranulfo Corbet. Henrico de Lichefeld et multis aliis’.

311 [1251]
Quitclaim by Robert de Malefeld and Alditha his wife to Henry de Gaunt, master of the almonry of St. Mark, and the chaplains and clerks of the said almonry and their successors of a rent of [f. 175] one mark in Erdicote and La Lee [as in no. 310] to hold in free, pure and perpetual alms. Warranty and sealing clauses. [Witnesses as in no. 310].

312 [1251]
Quitclaim (in like terms) by Alditha Boghan to Henry de Gaunt &c. of the rent of one mark in Erdicote and La Lee. [Witnesses as in no. 310].

[f. 175v] 313 [June 1255]
Final concord, made in the king’s court at Gloucester in the quindene of Trinity, 39 Henry III, before John, abbot of Peterborough, Master Simon de Wautone, Robert de Shotinton,
Nicholas de Haulo and John de Kave, justices itinerant and other faithful of the king there present, between Henry de Gaunt, master of the hospital of St. Mark of Bristol, querent, and Robert Malagfeld and Alditha his wife, impedients, concerning one mark of rent with its appurtenances in Herdicote and Leye, whereon there has been a plea between them in the same court. Robert and Alditha recognised the said rent with its appurtenances to be the right of the hospital and have quitclaimed it to the master and brethren of the same. For which recognition, quitclaim, fine and concord the master has given them one mark of silver.

[C. 1230-50]

Charter of Adam Boudham and Cecilia, his wife, giving to Henry de Rues and his heirs and assigns, for his homage and service and for 4 marks of silver and a robe, which Henry has paid them for their urgent business, all their land in Erdecote and all right which they had or could have in the county of Gloucester, excepting half a mark from land in La Lee and 1d. from Robert Hunipyn and 34d. from the mill of Hambroke which William de Frompton holds; to hold with its appurtenances of them and their heirs to him and his heirs or assigns, rendering to them and their heirs a mark of silver by equal portions at the hour of nine at the feast of St. Mary in Marcio (Sancte Marie Martillis) at the gate of Lanthony by Gloucester and at Michaelmas at the same hour for all secular service, saving such royal service and suit of court as pertains to the said land of the same tenement in Erdecote. Clause of warranty. If the grantors are unable to warrant, they will pay the said Henry or his heirs 100s. sterling without contradiction or dispute. Sealing clause. 'Hii testibus domino Waltero [. . .] de Burgo, Willemo Chamberleyg'. Johanne de Acton'. Petro Croke. Ricardo de Everaus. Matheo Parcario. Thoma de Barry. Bernardo de Aldebury. Roberto de Soutmede. Ricardo Stut et multis aliis'.

The names of the witnesses suggest a date between 1230-50. Sir Walter de Burgh attested a number of Berkeley charters of the mid-13th century and two dated agreements of 1244 and 1248 (Jeayes, pp. 95, 99, 100, 102-3, 120). Peter Crook witnessed no. 292 in 1241: he was still a minor in 1228 (Close Rolls, 1227-31, pp. 88, 91). Richard Devereux and Matthew the parker appear in a charter of Fulk FitzWarin, who held

* Maria in Marcio: i.e., the Annunciation B.V.M., 25 March.
half a knight's fee in Alveston in 1235-6 (Sir Christopher Hatton's Book of Seals, ed. L. C. Loyd and Doris Stenton, 1950, no. 172). It cannot be later than 1255 (no. 319).

For the donors, see no. 300, note. They were tenants of the manor of Earthcott in 1246-50 (no. 288).

315  [1233–circa 1250]

Quitclaim by Henry de Rwes to Henry de Gaunt, master of the house of St. Mark in the suburb of Bristol, and his successors, of all his right in all the land which he once held of Adam de la Wode and Cecilia Boghan his wife in the vill of Erdicote, to hold to him and his successors freely and quietly &c., rendering to Adam and Cecilia the rent specified in their charter to Henry for all secular service pertaining to Henry and his heirs. For this Henry de Gaunt has given him 13 marks of silver. 'Hiis testibus dominis Willelmo de Sancta Elena tunc Senescallo domini Comitis Glouc'. Johanne de Salso marisco. Waltero de Burgo militibus. Willelmo de Chamberleyn'. Willelmo de Veym. Roberto de Chaundos. Bernardo de Oldbury et aliis'.

This is earlier than 1255 (no. 319), but is probably before 1250. No other evidence has been found to identify William de Sancta Elena or connect him with the Earl of Gloucester. He was perhaps the tenant of that name who in 1242-3 held part of a knight's fee in Long Wittenham, Berks., of the Earl of Hereford, and was probably steward of Richard de Clare, Earl of Gloucester 1243-62.

316  [1248–55]

Charter of Walter le Leche and Matilda Boghan, his wife, who is heir to Adam de la Wode and Cecilia Boghan his wife, giving and [f. 177] quitclaiming (dedimus, remisimus, et quietum clamavimus et hac presenti carta nostra confirmavimus) to Henry de Gaunt master of the house of St. Mark, &c., as to the chief lord, a yearly rent of a mark which he is bound to pay to them for certain lands in the vill of Erdecote, which Adam de la Wode and Cecilia Boghan previously sold to Henry de Rwes, and all their right in the said lands and in all other lands in the county of Gloucester; to hold to the said Henry and the chaplains and clerks of the same house and their successors in free, pure and perpetual alms. Warranty and sealing clauses. 'Hiis testibus Willelmo de Bello monte. tunc Maiore Bristoll'. Roberto de Kylnirman' et Rogero
The date of William de Beaumont's mayoralty is not known, and he is not mentioned as mayor in Ricart's list. The identity of the witness lists in nos. 316-8 show them to be of the same date, and all are before 1255 (no. 319). The reference to the next itinerary of the king's justices suggests that this cannot be earlier than 1248, when the previous eyre was held.

317  [1248-55]

Notification by Walter le Leche and Matilda Boghan, that they hold themselves bound to Henry de Gaunt, master of the house of [f. 177v] St. Mark of Bristol, to make all security which Henry or his successors may wish to provide at the next itinerary of the justices itinerant at Gloucester at his cost, in regard to a yearly rent of one mark in Erdecote and to certain other lands, which Henry has of their gift. They grant that if they fail in this, the king may distrain upon their lands and chattels until Henry is satisfied in respect of this undertaking. [Witnesses as in no. 316.]

318  [1248-1255]

Charter of Matilda Boghan [in terms as in no. 316] giving and quitclaiming to Henry de Gaunt &c. a rent of one mark in Erdecote &c. [Witnesses as in no. 316].

[f. 178]  319  [June 1255]

Final concord, made in the king's court at Gloucester in the quindene of Trinity, 39 Henry III, before John, abbot of Peterborough, Master Simon de Wautone, Robert de Shotington, Nicholas de Haulo and John de Kave, justices itinerant and other faithful of the king there present, between Henry de Gaunt, master of the hospital of St. Mark of Bristol, querent, and Walter le Leche and Matilda and his wife, deforciant, concerning one mark of rent with appurtenances in Erdecote and Leye, whereon there has been a plea between them in the same court. Walter and Matilda have acknowledged the said rent with its appurtenances to be the
right of the hospital and have quitclaimed it to the master and brethren and their successors. For this recognition, quitclaim, fine and concord the master has given them one sor sparrow-hawk. (unum spervarium sorum).

320

Agreement between William Bowhan, son and heir of Matilda Bowan, [f. 178v] and Henry de Gaunt, master of the house of St. Mark &c., whereby William has given and confirmed to Henry, as the chief lord, and to the brethren of the said house, all his land with a messuage in the vill of Erdicote which Matilda his mother once held, and all his right in La Lee and in all other lands, tenements, and rents elsewhere except in the county of Hereford, to hold to them and their successors of William and his heirs, in free and perpetual alms and quit of all secular service, saving the royal service pertaining to the said tenement. For this the master has given him 10 marks of silver in consideration. Warranty and sealing clauses. ‘Hiis testibus domino Johanne de Sasso Marisco milite. Willelmo de Veym. Willelmo de la Haye.

The limits of date are provided by no. 319 and Henry de Gaunt’s resignation in 1268.

321


322

Final concord, made in the king’s court at Westminster in the octave of Hilary, 38 Henry III, before Roger de Thurkelby, [f. 179v] Gilbert de Preston, Master Simon de Wattone, Alan de Wasand, Giles de Erdincotone and William Trussell, justices, and others of the king’s faithful there present, between William de Wodeslonde, and Mary his wife, claimants, by Henry, son of Gilbert de Marisco put in their place to gain or lose, and Henry de
Gaunt, master of the hospital of St. Mark of Bristol, tenant, concerning one messuage and one carucate of land in Erdecote and La Lee, whereon there has been a plea between them in the same court. William and Mary have quitclaimed for themselves and their heirs to the master and his successors and the brethren of the hospital all their right in the messuages and land with appurtenances. For this remission, quitclaim, fine and concord, the master has given them 40s.

323 [7 May 1248]

Agreement between sir Nicholas de Poyns, knight, lord of Tokyntone, and Henry de Gaunt, master of the almonry of St. Mark &c., whereby the said Nicholas, knight, and his heirs or assigns may henceforth make assarts in their land at Tokyntone wherever they wish and may improve the land according to their will and as seems best to them without interference or dispute from Henry de Gaunt, his successors or assigns, or any of their men, free or villein. Henry de Gaunt shall have the like freedom in his land of Erdecote without interference or dispute from Nicholas or his heirs &c. [f. r8o] Made at Gloucester on the morrow of St. John before the Latin Gate, 32 Henry III, when the king’s itinerant justices, sir Roger de Turkeby and his fellows, were sitting at Gloucester. Sealing clause. ‘Hii testibus dominis Willehno Longo. tunc abbate Sancti Augustini de Bristoll’. Mauricio de Berkeley. Roberto de Gornaco. Mauricio de Salso Marisco. Alexandro Chouerell. Willelmo de Tilly. Johanne de Salso Marisco. militibus. Jordano de Budyford. Willelmo le Veym. Willelmo de Frompton’ et aliis.’

Sir Nicholas Poyntz (d. shortly before 7 Oct., 1273) was lord of Tockington and Swell, Gloucs., in right of his father, and from his mother, Hawise, daughter and coheir of William Malet, he inherited Curry Mallet, Som. (Comp. Peerage, x, 672–3). Part of Tockington manor extended into Olveston, the remainder lay in Almondsbury, where it adjoined St. Mark’s manor of Earthcott (Sir John Maclean, ‘The manor of Tockington, with memoirs of the family of Poyntz’, Trans. B.G.A.S. xii, 1888, p. 140).

324 [1230–43]

Charter of brother G., master of the hospital of St. Bartholomew of Bristol, with the assent of the brethren and sisters of the house, giving to Hugh de Cadybroke and his heirs 6 acres of profitable
land \((terre iucrabilis)\) in Erdecote, which are of the demesne of Richard the huntsman, of which 2 acres are in Estfeld in Effedlayt, 2 acres in Myddfel in Rudinga near Sucale [?] Crofte, and 2 acres in Docham in Hefedlant, and the whole part of Aldewynissete which part was of the said Richard \((totam partem de Aldewynissete que scilicet pars fuit predicti Ricardi Venatoris)\); to hold to Hugh and his heirs with free pasture for 8 oxen in the pasture which was of Richard the huntsman in Erdycole. Hugh may have his animals on the donor’s common pasture \((in communi pastura mea)\) without hindrance or secular action. For this gift Hugh has given one foal by way of entry. Hugh shall pay nothing for the said 6 acres for the three years to come, and shall then render 12d. yearly at Michaelmas and shall give the donor or his attorneys 12d. by way of acknowledgement at change of heirs. \((in remocione heredum suorum dabit nobis duodecim denarios de recognicione)\). If Hugh should wish to sell the said 6 acres, he shall first offer them to the donors, who shall have a right of pre-emption for 12d. less than anyone else. \((prius nobis offerantur et erimus pro­pinquiores omnibus aliis de xiid.)\) Warranty of the said 6 acres against all men and women, saving the royal service so far as it pertains thereto. He has attached the common seal of the house of St. Bartholomew. [f. 180v] ‘Hiis testibus Fulcone filio Warini. Elia Gyffard. Radulfo de Stokes. Elia de Fyltun’. P. Senescallo. Ricardo Clerico qui hunc cartam scripsit et multis aliis.’

The master of the hospital of St. Bartholomew is probably the Geoffrey mentioned in no. 118. For the date, see no. 325, note. Richard the huntsman was living circa 1229-30.

325

Sale and quitclaim \((vendidi et quietum clamavi)\) by Hugh de Gadybroke to Henry de Gaunt of 6 acres of land which he had from the house of St. Bartholomew, Bristol, to hold to him or his assigns without hindrance from Hugh or his heirs; rendering yearly 12d. to the hospital of St. Bartholomew, as contained in the charter between them. Sealing clause. ‘Hiis testibus domino Thoma de Berkeley. Willemo de Berkeley. Henrico de Berkeley. Petro de Sintiscumb. Ernulfo Clerico. Willemo Ardys. Willemo Marshall. Hugone Clerico et multis aliis.’

Thomas, Lord Berkeley, died in 1243. William and Henry Berkeley were his younger sons.
Charter of Nicholas de Sancto Petro releasing, granting and confirming to Adam Caldichote and his heirs all the virgate of land with appurtenances which he held in the vill of Erdicote of the house of St. Mary Magdalene by Bristol, to hold to him and his heirs of Nicholas and his heirs in fee and hereditament, rendering yearly 8s. sterling by equal portions at Hokday and Michaelmas for all service and demand. For this grant Adam has given 16s. Warranty and sealing clauses. [f. 18r] 'Hiiis testibus Rogero capellano. Roberto capellano. Wiberto milite. Hugone de Erdicote. Rogero filio sacerdotis. Hugone Wautar'. Joce Fabro et multis aliis.'

There is no clear indication of an earlier limit of date, but the presence among the witnesses of Hugh de Erdicote, who attested nos. 279 (1234) and 328 (before 1240), suggests that it belongs to the reign of Henry III. No. 328 provides a later limit of date.

Sale and demise (vendidi et dimisi) by Adam de Erdicote to Henry de Gaunt, as to his chief lord, master of the almonry of Billeswyke and his successors of one virgate of land with one messuage and their appurtenances in the vill of Erdicote for 5 marks, namely, the virgate of land which he had of the gift of Nicholas de Sancto Petro rendering yearly to the hospital of St. Mary Magdalene 8s. by equal portions at Michaelmas and Hokday; to hold freely &c., paying the said rent, for all secular service, saving the royal service pertaining thereto. Warranty and sealing clauses. 'Hiiis testibus domino Roberto de Gournay. domino Johanne de Campo florido. domino Guiiberto de Rues. domino Radulfo de Stokes. Petro Senescallo de Tokynton'. Rogero de Veym. Willermo de Hyda et multis aliis.'

Quitclaim by brother John, rector of the hospital of the Blessed Mary Magdalene of Bristol and the brethren and sisters of the same, to Henry de Gaunt, master of the almonry of St. Mark, &c., and his successors, in pure and perpetual alms, of all their right in that

[f. 18rv]

[i233-40]

In the sealing clause he is called Adam de Caldicote.
territory (territorio), with its appurtenances, which they had in free, pure and perpetual alms by grant of the ancestors of Idonia Gaunsell, as more fully appears in the charter of the said ancestors; rendering yearly to the grantors and their successors ro. at Hokday and Michaelmas for all service. Warranty and sealing clauses. 'Hiis testibus domino Thoma de Berkeley. domino Roberto de Gournay. domino Helia Gyffard. domino Rogero de Veym. Willelmo de la Hyde. Thoma Weston'. Radulfo de Stokes. Willelmo de Frompton'. Roberto de Tedrynton'. Hugone de Erdecote et aliis.'

Walter, bishop of Worcester, confirmed all grants and confirmations to St. Mark's made by John, master of the hospital of St. Mary Magdalene, on 18 Nov., 1240 (no. 32).

According to the account by Miss Rose Graham in _V.C.H., Gloucs._, ii, 93, the priory of St. Mary Magdalene, founded circa 1173 on St. Michael's Hill in Bristol by Eva, widow of Robert FitzHarding, was a house of Augustinian canonesses. Although it was so regarded in the time of Bishop Morgan (1419-26), this does not apply to its earlier history. Barrett (who used this deed, but dated it wrongly) said that 'a rector and some friers' were associated with the sisters (History of Bristol, p. 426), and this statement was reproduced in _Monasticon_, iv, 589. This and the deeds which follow show clearly that in the 13th century the house was a hospital with a prior (afterwards a prioress) and brethren and sisters, similar in character to St. Bartholomew's Hospital, Bristol, or the priory of Maiden Bradley, Wilts. (no. 30, note). The meagre endowment of the house included messuages and land in Iron Acton, Westbury-on-Trym (the manor of Southmead), Weston St. Lawrence, and Codrington, all in the neighbourhood of Bristol. (Atkyns, op. cit., 204, 475, 797).

The reference to gifts to the house by the ancestors of Idonia Gansel suggests that the Gansel family were kinsmen of Robert FitzHarding (Idonia's mother was named Cecily and Robert had a sister of that name, of whom nothing is known) or of his wife, Eva.

Quitclaim by sister Agnes de Glouc', prioress of the hospital of the Blessed Mary Magdalen of Bristol, and all the brethren and sisters of the same, [f. 182] to brother John de Stokelonde, master of the house of St. Mark of Billeswyk &c., and the brethren of the same and their successors, of all their right in ro. yearly rent which they have been accustomed to take from the land and tenements of the said master and brethren in Rowerdicote or from any other of their lands and tenements. In witness whereof they have appended their common seal. At Bristol, Monday, the feast of St.

330 [7 Feb. 1347]

Bond by Sister Agnes de Glouc’, prioress of the hospital of St. Mary Magdalen of Bristol and the brethren and sisters of the same, for £10 sterling, which they have received from brother John de Stoklonde, master of the house of St. Mark of Bristol and the brethren of the same by way of loan, to be repaid to the master and brethren or their successors or attorneys in the said house of St. Mark on the feast of St. George next. Clause of distraint.

At Bristol, Wednesday after St. Agatha the Virgin, A.D. 1346, 21 Edward III.

331 [8 Feb. 1347]

Indenture between sister Agnes de Glouc’, prioress of the hospital of St. Mary Magdalen of Bristol, and the brethren and sisters of the same, and brother John de Stoklonde, master of the house of St. Mark of Billeswyke of Bristol and his brethren, whereby the master and brethren agree that if the prioress and the brethren and sisters of St. Mary Magdalen faithfully observe the charter they have made quitclaiming to the master and brethren all their right in 10s. rent in Rowerdecote &c. [as in no. 329], [f. 183] then the obligation of the prioress and brethren and sisters to pay the master and brethren £10 sterling at the feast of St. George next shall be null and of no effect. Otherwise it shall continue to be valid. The common seals of both houses have been alternately appended to this indenture. At Bristol, Thursday after the feast of St. Agatha the Virgin, A.D. 1346, 21 Edward III.

The sale of this rent by the house of St. Mary Magdalene was probably dictated by its poverty: its endowments were never adequate (V.C.H., Gloucs., ii, 93).

332 [7 May 1248]

Agreement between Henry de Gaunt, master of the almonry of St. Mark of Billeswyk &c., on the one part and Ralph le Waleys, Lord of Winterborne, on the other, whereby Henry de Gaunt
and his successors or their assigns may henceforth make assarts on their land of Erdecote and improve that land according to their will and in such way as may seem best to them, without interference, impediment or hindrance by the said Ralph le Wales, his heirs or assigns, or by his men, free or villein, and Ralph le Wales shall be able to do the like in his land of Wynterborne without interference from Henry de Gaunt &c. [f. 183v] Sealing clause. [Dating clause and witnesses as in no. 323].

Ralph le Wales was son and heir of Richard le Wales, who held a knight's fee in Winterbourne, Glos. in 1211–13, and, in right of his wife, Maud de Lanvalay, was tenant of Eastbury (in Lambourn), Berks., in 1212 (Bk. Fees, 50, 106–7, 385). Ralph was still a minor in 1235–6, when Winterbourne was in the custody of Hubert de Huse (Bk. Fees, 442) and was dead by 15 March, 1250 (Cal. Inquisitions, Henry III, p. 47). His heirs were his two sisters, Agnes, wife of John de Mareys, and afterwards of Ralph de Hadley, and Juliana, wife of Geoffrey de Wroxhall, who had seisin of his lands on 27 May, 1250 (Exc. e Rot. Fin., ii, 78; V.C.H., Berkshire, iv. 259). As lord of Winterbourne, Ralph's lands adjoin those of St. Mark's. For a similar and contemporary agreement, see no. 323.

333

[24 Sept. 1256]

Agreement made on Sunday after St. Matthew, A.D. 1256, between sir Henry de Gaunt, master of the house of almonry of the Blessed Mark of Billeswyk in the suburb of Bristol on the one hand and Richard le Wales, son of Reginald le Wales, on the other, whereby Henry shall prosecute at his own cost all the right and claim which Richard has or could have to lands in England or in Cornwall which ought to pertain to Richard in right of his father Reginald, except the land in Hamton and elsewhere which Richard or his mother have in seisin at the time of this agreement. When Henry has acquired the said right, Richard shall grant by his charter of feoffment, made on the advice of Henry and his council, a moiety of the said land and the said right to the house of Billeswyk in pure and perpetual alms.1 Henry and his successors shall hold the other moiety of the right and land in Cornwall with appurtenances of the said Richard at a farm to be fixed by the decision of the upright and lawful men [f. 184] who shall be of the affinity of neither party. When Henry has acquired the land and services of the said Richard in England,

1 This clause of this unusual (and badly-drafted) agreement apparently refers to a moiety of the lands and rents in Cornwall to be recovered by Henry de Gaunt.
the advowson of the church shall remain to Henry and also a moiety of the lands and rents, so that Henry or his successors shall hold the said land of Richard by the service pertaining to the chief lord. If Richard shall wish to sell or lease his part Henry shall have first option provided that he does not thereby fraudulently delay such sale or lease beyond the term of a fortnight. Richard and his heirs ought to warrant the said land together with the said farm to Henry and his successors. Sealing clause. Witnesses, Sir John de Salso Marisco [and others named].

For full transcript, see Appendix I.

Richard le Waleys was perhaps the heir male of Ralph le Waleys († son of his brother, Reginald), who contested the claims of Ralph's sisters to Winterbourne.

Obligation by Richard son of Reginald le Waleys stating that if he does not observe the form of the foregoing agreement relating to the title to his land in England and in Cornwall, he and his heirs will be bound to Henry de Gaunt and his successors in the sum of £200 silver, for the said Henry's expenses and labour, to be paid within the next year without remedy or protection from either ecclesiastical or royal power. [Witnesses as in no. 333].

Agreement between William le Waleys, master (magistrum)1 of the church of Wynterborne, and Henry de Gaunt, master of the hospital of St. Mark &c., whereby William grants to the master and the brethren of the said house and their successors all right which pertains to him by inheritance in the vill of Frompshehe, and in a moiety of the lands, rents and services similarly pertaining to William in the vill of Hambroke, and in a third part of all lands, rents and services which were not in the possession of Ralph le Waleys on the day he died and which had been alienated from the manor of Wynterborne by the said Ralph or in any other way withdrawn from the said manor by Ralph or anyone else and which similarly pertained to William by hereditary right, if William at any time saw fit to bring suit against those who retained the same;

1 The heading of the document, however, calls him rector.
to hold in free, pure and perpetual alms, of the said William and his heirs or assigns, free of all impediment, &c., saving to the said William and his heirs or assigns suit for the said lands to be made in the usual way at the court of Wynterborne, provided that Henry and his successors shall take all amercements of tenants of the said land without interference from the said William or his heirs or assigns, [f. 185] who shall warrant the said lands, &c. to the master and brethren and their successors. Sealing clause. Monday before the feast of St. George the Martyr, 34 Henry III. 'Hiis testibus domino Johanne de Salso Marisco milite. Willelmo le Veym. Elia de Fyltone Willelmo de Frompton. Willelmo de la Haye. Willelmo filio Nicholai. Willelmo de Bello Monte de Bristoll et alii.'

336 [18 Feb. 1277]

Agreement, made 18 February, 5 Edward I, between Geoffrey de Wrokeshale and Juliana his wife on the one part, and brother Thomas, master of the house of St. Mark by Bristol, and the brethren of the same on the other, whereby Geoffrey and Juliana have given to the master and brethren and their successors 6 acres of arable land upon Roryge of which one headland abuts upon Ochalte and the other upon the land of William de Frompton, lying in length between the land of Lucia de Northburgh and the land of Ralph de Haddelegh with common of pasture wherever they of the Woodland go (cum communia pastura ubicunque ipsi de la Wodelande ierint) as far as pertains to the said land, except in the wood and pasture of Docham of Geoffrey and Juliana. If the animals of the master and brethren enter into the wood and pasture of Docham by reason of the defects of the enclosure they shall have them freely and without claim from Geoffrey and Juliana. The latter have granted also to the master and brethren and their successors that they shall send one of the brethren or such other attorney as the master may wish to appoint bearing his letter patent to do suit to the court of Wynterborne on his behalf and such person shall be well received. If the master and brethren should come to have the land and wood of William de Frompton lying beside Docham in Erdecote, then they may enter therein freely and without interference from Geoffrey and Juliana or their heirs. The master and brethren shall hold all the foregoing with their appurtenances with hedges and ditches, roads and ways and in all other places within and without the vill, answering
therefor to none save God. For this gift, the master and brethren have granted and quitclaimed to Geoffrey and Juliana 26s. of annual rent from one virgate of land which Robert Hunipin held in Fromshawe, which the master and brethren have been accustomed to receive at the hands of Robert Humpin, with his homage, wards, reliefs, marriages, suits of court, escheats, and all other appurtenances. If Geoffrey and Juliana contravene in any particular their grant and agreement above, then the master and brethren may re-enter upon the said rent and retain it. Sealing clause. "His testibus domino Johanne de Acton. domino Johanne Treigor. domino Roberto de Marmion. Radulfo de Haddel". Petro Croke'. Thoma de Barry. Rogero de Hyldesley. Ricardo Duerues. et multis aliis.'

For Geoffrey and Juliana de Wroxhall, see no. 332, note.

Agreement, made 18 February 5 Edward I, between Ralph de Haddeleghe and Agnes his wife, on the one part, and brother Thomas, master of the [f. 186] house of St. Mark by Bristol and the brethren of the same, whereby Ralph and Agnes give, for themselves and the heirs and assigns of Agnes, to the master and brethren and their successors 6 acres of arable land upon Rorugge, of which 7 perches lie in Shacheley, and one headland abuts upon Okeholte and the other upon the land of William de Frampton, lying in breadth next the land of Geoffrey de Wrokeshale on the east [with common of pasture, &c., as in no. 336. Clauses relating to suit of court at Wynterborne, the land of William de Frompton, and tenure, as in no. 336]. For this gift and grant the master and brethren have granted and quitclaimed to Ralph and Agnes and their heirs 12d. of annual rent from the mill of Hambroke which the grantors have been accustomed to take at the hands of William de Frampton, and 1 lb. of cummin rendered yearly from one virgate of land which Richard son of Reginald held in Fromshaue with homages, wards, reliefs, marriages, suits of court, escheats and all other appurtenances. [Clauses for re-entry as in no. 336]. Sealing clause. [f. 186v] 'Hiis testibus domino Johanne de Acton. domino Johanne Treigor. domino Galfrido de Wroxsale. domino Roberto Marmyn'. Petro Croke. Thoma Barry. Rogero de Hyldesley. Ricardo de Duereus et multis aliis.'

For Ralph and Agnes de Hadley, see no. 332, note.
Glouc': Pleas before W. de Helynnt and Robert Walerand taking assizes there, Monday after Epiphany 56 Henry III.

The assize comes to declare whether Geoffrey de Wrokeshale, Ralph de Hadele, William Selemant', Adam Partriche, John le Role, Roger de Bradford, and John Partriche unjustly &c. dis­seised the master of the hospital of St. Mark of Billeswyk of his free tenement in Erdicote and Wynterborne after the first &c., and whereof he says that they disseised him of 40 acres of land and 10 acres of wood with appurtenances. And none of them comes except Adam Partriche who answers for himself and for the said Geoffrey and Ralph as their bailiff, and he alleges nothing wherefor the assize should remain, but he says that the said tenements which the master put in his view (posuit in visu suo) are not in Erdicote and Winterborne, but in Winterborne, and if it is shown by the assize that the said tenements are in Winterborne and Erdecote, then he says that Geoffrey and Ralph claim nothing therein except by reason of Juliana, wife of Geoffrey, and Agnes, wife of Ralph, whose right and inheritance the tenements are, and that their hereditary right descended to them after the death of Ralph le Waleys, brother of Juliana and Agnes. Moreover, he says that Hubert Huse, once chief lord of the fee, while Ralph le Waleys was within age and in his custody, demised [f.187] them to Henry de Gaunt, formerly master of the hospital, to hold for the term of the life of Henry. Wherefore he says that the present master who now alleges disseisin had nothing therein except by the entry which he made after the death of Henry his predecessor, and he seeks that this should be inquired into by the assize.

The master comes by his attorney and says that the said Hubert never demised the tenements to Henry de Gaunt, his predecessor, but that Idonia Gaunsell, whose tenements these were, in her lawful widowhood and full power, gave the same, together with certain other tenements, to God and the Blessed Mary and the almonry of St. Mark, to hold to Henry and his successors as masters in free, pure and perpetual alms, and he proffers the charter of Idonia made thereon in witness thereof. He says that he was in seisin of the tenements as of his free tenement after the resignation of Henry his predecessor until Geoffrey and the others unjustly ejected him. And the said William Syleman, John de Bole, Roger de Bradeford and John Partriche were not attached because they were not found. So let the assize be taken against them by default.
The jurors say on their oath that Idonia Gaunsell by her charter gave the said land and wood to God and the Blessed Mary and the brethren of the hospital of St. Mark, to hold in free, pure and perpetual alms, so that the said Henry was seised thereof as his free tenement by that gift, for all the time he was master of the hospital. And likewise the present master after the resignation of Henry was seised until Geoffrey and the others disseised him of the said tenement, which he put in his view, unjustly &c, as the writ says. And so it is considered that the master should recover his seisin by view of the recognitors and Geoffrey and all the others are in mercy.

For the parties see no. 332, note.

339 [Early 13th century: before 1220]

Quitclaim by William de Herdycote to sir Maurice de Gaunt of his land and all his wood in La Lee, which is within the ditch of the park of La Lee [to hold] to him and his heirs of William and his heirs. Sealing clause. 'Hiis testibus Gilberto de Finemere. Roberto de Gournay. Gilberto de Hendun'. 'Roberto de Chandus'.

Robert de Chandos held 3 knight's fees in Gloucs. and 3 in Herefordshire 1211-13 (Bk. Fees, 50, 100) and died before 23 Oct., 1220 (Exc. e Rot. Fin., i, 55).

340 [4 Nov. 1280]

Writ of Edward I to the sheriff of Somerset, directing him to summon William Atewodeland to be before his justices at Westminster on the morrow of All Souls to warrant to Anselm de Gournay a messuage, 36 acres of land, and 8 acres of meadow with their appurtenances in La Lee which Thomas de Lechelade, master of the house of St. Mark of Billeshwyk, claims against him, as the right of his house, and whereof Anselm in the same court before his justices at Westminster vouched Attwodelond to warranty against him. 'Teste Thoma de Weylaund apud Westmonasterium quarto die Novembris anno regni nostri octavo.'

For Anselm de Gournay (d. 1286), see no. 208, note.

341 [4 Nov. 1280]

Writ of Edward I to the sheriff of Somerset, directing him to summon William at Wodelond to be [before the king's justices at
Westminster] at the said term to warrant to Anselm de Gournay a messuage, $11\frac{1}{4}$ acres of land and $2\frac{1}{2}$ acres of meadow in La Lee, which the said master [of St. Mark] claims against him &c. and whereof Anselm in the same court vouched William to warranty against him. 'Teste &c.'

342

Glouc': Plea of Thomas de Lechelade against Anselm de Gournay.

Thomas de Lechelade, master of the house of St. Mark of Bylleswyk seeks against Anselm de Gournaye a messuage, 36 acres of land and $8\ [f.188]$ acres of meadow with their appurtenances in La Lee, as the right of his house, &c.

343

Soms':

And Anselm comes and vouches thereof to warranty William Atwodelond. And let him have him here on the morrow of All Souls by help of the court. He is summoned in the county of Somerset.

344

Glouc': Plea of Thomas de Lechelade against the same Anselm de Gournay.

The same master seeks against the same Anselm a messuage, $11\frac{1}{4}$ acres of land and $2\frac{1}{2}$ acres of meadow with their appurtenances in the same vill as the right of his house.

345

Soms':

And Anselm comes and as before vouches to warranty the said William. And let him have him here at the said term by help of the court. And he is summoned in the county of Somerset. And on that day the said William was essoined. And he has a day on the morrow of the Purification of the Blessed Mary. On this
day he made default. He has a day after Easter namely before the day [ 1]. On that day the writ was not returned and they have another writ in the quindene of St. John.

Writ of Edward I to the sheriff of Somerset, directing him to order Anselm de Gournay to restore to Thomas de Lechelade, master of the house of St. Mark of Billeswyk a messuage, 11½ acres of land and 2½ acres of meadow with their appurtenances in La Leye which he claims as the right of his house, and in which Anselm has no entry save after the demise which Henry de Gaunt, formerly master of the house, predecessor of Thomas, made thereof to Hawyse, who was wife of Richard Gaunsell, for the term of her life, and that after the said term the land ought to have reverted to Thomas, whereof he complains that Anselm unjustly deforced him. And unless he has done this &c., [the sheriff is directed to] summon him to be [before the king's justices at Westminster] in the quindene of Easter to show cause why he should not do it. 'Teste meipso apud Dumnemane. xxvto die Marcii Anno regni nostri Septimo.'

For procedure by means of the writ of entry 'in the post', which was made available by the Statute of Marlborough in 1267, see Holdsworth, History of English Law, iii, 13-4.

Writ [in like form] concerning a messuage, 36 acres of land and 8 acres of meadow with their appurtenances in La Lee, which Henry de Gaunt had demised to Agnes who was wife of Robert Gaunsell for the term of her life. 'Teste &c. xxviii die Marcii anno supradicto.'

Writ of Edward I to the sheriff of Somerset, directing him to take into the king's hand, by view of lawful men of his county, land of William Attewodelonde to the equal value of a messuage.

1 Words omitted in MS.
2 MS: attornatus.
36 acres of land, and 8 acres of meadow, which Thomas de Lechelade, &c. claims against Anselm de Gournay, who vouched the said William to warranty, by reason of the default of William. On the day of the said seizure he is to inform (scire facias) the king's justices at Westminster thereof, and he is to summon William to be before the same justices within a month after Easter, to answer thereto and to show cause why he did not present himself on the day given to him by his essoin before the justices at Westminster on the morrow of the Purification of the Blessed Mary. 'Teste W. de Burnetone apud Westmonasterium vi\textsuperscript{ro} die Febrerii Anno regni nostri nono.'

Glouc': Plea of Thomas de Lechelade against Anselm de Gournay.

Thomas de Lechelade master of the house of St. Mark of Billeswyk seeks against Anselm de Gournay a messuage, 36 acres of land and 8 acres of meadow in La Lee, as the right of his house, and in which Anselm has no entry save after the demise which Henry de Gaunt, formerly master of the house, predecessor of Thomas, made thereof to Agnes, who was wife of Robert Gaunsell, for the term of her life. And Anselm comes by his attorney and as before vouches to warranty William Atwodelonde who now comes by summons and warrants to him. And he says that Henry did not demise the tenements to Agnes. He says also that Robert, formerly husband to Agnes, died seised thereof, and after his death Richard, their son, dowered her with the said tenements. Whereof he says that he had entry into the tenements through Richard and not through Henry de Gaunt. And on this he puts himself upon the country. And Thomas likewise. So the sheriff was ordered that he should cause to come here in the quindene of St. Martin twelve &c by whom &c. And who neither &c to make recognition in the said form &c because as well &c.

Thomas de Lechelade seeks against Anselm de Gournay [&c. as above], 11\frac{1}{2} acres of land and 2\frac{1}{2} acres of meadow in La Lee, which the master said had been demised by Henry de Gaunt to Agnes, widow of Richard\textsuperscript{1} Gaunsell: William Atwodelond says that the said Richard had died seised thereof and that Agnes had been dowered thereof after his death by Robert\textsuperscript{2} their son, so that

\textsuperscript{1} Sic: ? for Robert.
William had entry through Robert and not through Henry de Gaunt.

350

[28 Oct. 1285]

Letters patent of Anselm de Gourney, lord of Overe, directing John Dodynge, Agnes le Stronge, the tenant of the tenement of Richard the Cook, and Roger de la Rede to pay to brother Thomas, master of the house of St. Mark of Bristol, the brethren of the same, and their successors, 15s. yearly at the four usual terms, namely, 2s. from the tenement of John Dodyng, 6s. from the tenement of Agnes le Stronge, 2s. from the tenement formerly of Richard the Cook, and 5s. from the tenement of Roger de la Rede. He quitclaims to them such rent as they are now to pay to the master and brethren which they formerly paid to him and he wills that they do suit to their [the master and brethren's] court of Erdecote as before and that Adam Peteswae and all his successors make such suit. Sealing clause. Bristol, the day of the Apostles Simon and Jude, 13 Edward I.

351

[22 Oct. 1285]

Confirmation by Anselm de Gournay, for himself and his heirs or assigns, of the charter and gifts of rents and possessions made by his father Robert de Gourney to the master and brethren of St. Mark of Bristol and their successors. Grant and confirmation also of their right to take 15s. yearly, namely, 2s. from John Dodyngg, 6s. from the tenement of Agnes le Stronge, 2s. from the tenement formerly of Richard the Cook, and 5s. from the tenement formerly of Roger de la Rede. Grant also of the free chapel of Overe, with all the land, appurtenances and such free entry and exit there as he used to have. Grant also and confirmation that the master and brethren and their successors shall have suit at their three-weekly court at Erdicote from their tenants and tenements, namely, from John Dodynge, Agnes le Stronge, Richard the cook, Roger de la Rede, Adam Pethswae and their successors, with power for the master and brethren to distrain for non-payment of rent [f.190] and for failure to make full suit of court. Grant also that Anselm will not implead or disturb the master and brethren and their successors in their possession of the manor of Poulet with its appurtenances, or the mill of Were with the rent of the
same vill, or their rents and possessions in Bristol, or their build­ings at Billeswyke, or any of the possessions granted to them by his father Robert de Gour­nay, and likewise in respect of the rent of 15s. from the tenants of La Lee, suit of court, the chapel of St. Swithun of Over and land and appurtenances thereof, and entry and exit there. Warranty and sealing clauses. Bristol, Monday before the feast of the Apostles Simon and Jude, 13 Edward I.

352 [3 Sept. 1329]
Charter of Thomas ap Adam, knight, lord of Beverstone, giving to Nicholas de Sobbury, chaplain, and John de Strete, their heirs and assigns, all his land, tenements, meadows and pastures in La Lee by Over in the parish of Almundesbury, with woods, hedges, ditches, ways, paths, wards, marriages, escheats, reliefs, rents and the service of all his tenants, free and villein, in La Lee, with all their appurtenances. Grant also of the reversions of all the lands and tenements of John at Rode and Agnes his wife, Thomas Sywarde and Joan his wife, John Teste and Edith his wife and William their son, Richard the Cook and Agnes his wife [f.190v] and Walter the Smith, which should revert after their deaths to the grantor and his heirs. To hold all the foregoing of the chief lords of the fee by the due and accustomed services. Warranty and sealing clauses. 'Hiis testibus domino Hugone de Poyntz. domino Johanne de Acton’ militibus. Johanne de Brokenburgh’. Johanne de Alklegh. Johanne de Weston’. Willelmo de la Haye. Ricardo Pesson’ et aliis.' Over, Sunday before the Nativity of the Blessed Mary, 3 Edward III.

For Sir Thomas ap Adam, see no. 12, note, and Introduction, p. xxiii. This charter (and nos. 353-4) belong to the period when Sir Thomas was alienating the greater part of his estates, and may be assumed to represent a sale of his possessions in Lea. Nicholas de Sobbury and John de Strete were probably acting on behalf of the hospital of St. Mark's: Nicholas had held livings in the hospital's gift (no. 202, note) and John de Strete was afterwards regarded as a benefactor of St. Mark's (see no. 176). In view of the litigation which followed, it may be suspected that, in order that St. Mark’s might evade the Statute of Mortmain, they had acquired this property from which they could afterwards be dispossessed by a collusive action.

353 [3 Sept. 1329]
Charter of Thomas ap Adam giving to the same Nicholas and John the manor of La Lee, with all its appurtenances in land,
meadows, woods, pastures, ways, paths, rents and customs, and all other liberties and profits, together with the reversion of all tenements of tenants for life or for terms of years pertaining to the manor. [f.19r] [Conditions of tenure, warranty and sealing clauses, witnesses and date as in no. 352].

354

[3 Sept. 1329]

Letter of attorney of Thomas ap Adam, appointing William Over his attorney to deliver to Nicholas de Sobbury, chaplain, and John de Strete seisin of all lands and tenements with appurtenances specified in the charters made to them. Sealing clause. [Place and date as in no. 352].

355

[16 Jan. 1332]

Quitclaim by Thomas ap Adam to brother William de Beaumar, master of the house of St Mark of Billeswyke, the brethren of the same and their successors of all his right and claim in La Lee by Over, in ways, woods, ditches, meadows, pastures, reversions, and all other appurtenances thereof. Sealing clause. [Witnesses as in no. 352]. Bristol, Thursday before the feast of St Vincent, 5 Edward III. [f.19rv]

356

[1330]

Glouc'. In Michaelmas term in the 3rd year [of Edward III], in 322nd roll, Plea between brother William, master of the house of St. Mark of Billeswyke by Bristol, claimant, and Nicholas de Sobbury, chaplain, and John de Strete, tenants, of the manor of La Lee.

Brother William, master of the house of St. Mark of Billeswyk by Bristol, by John Manship, his attorney, seeks against Nicholas de Sobbury, chaplain, and John de Strete the manor of La Lee with its appurtenances as the right of his house, in which Nicholas and John have no entry save after the demise which Henry de Gaunt, formerly master of the house, predecessor of William, made thereof to Agnes, who was wife to Robert de Gaunsell, for the term of her life. And after that term it ought to revert to the said master, and whereof he says that Henry was seised of that
manor in his demesne as of fee in time of peace in the time of King Henry, great-grandfather of the present king, taking distress thereof to the value &c. And in which &c. And thereof he produces suit &c.

And Nicholas and John by the same John, attorney of the same Nicholas, come and deny his right when &c. And they fully deny that Henry de Gaunt demised the manor to Agnes as the master in his writ supposes. And on this they put themselves on the country. And the master likewise. So the sheriff is ordered to cause to come here three weeks after Easter twelve &c. by whom &c. and who neither &c. to make recognition &c. Because as well &c. At that day the jury between the said parties was put in respite, to this day here, namely, from Michaelmas next coming. And now the parties come by their said attorneys, and likewise the jury, who, being elected with the consent of the parties, say on their oath that Henry de Gaunt, formerly master of the house of St. Mark, demised the said manor to Agnes who was wife of Robert Gaunsell for the term of her life, as the master supposes in his writ. So it is considered that the master should recover his seisin thereof against them. And Nicholas and John are in mercy &c.

See no. 352, note.

[f.192]  

Writ of Edward III to the sheriff of Gloucestershire, informing him that brother William, master of the house of St. Mark, &c., has recovered seisin in the king's court against Nicholas de Sobbury and John de Strete of the manor of La Lee with its appurtenances as of the right of his house, and directing him to give seisin of the same to the said master without delay. 'Teste J. Travers apud Westmonasterium xvij die Octobris Anno regni nostri quarto.'

See no. 352, note.

Charter of Robert le Scay giving to God and the Blessed Mary and the Blessed Mark and the brethren of Billeswyk in free, pure and perpetual alms, all his land, with meadow appurtenant thereto, which he held of the master and brethren [of St. Mark] in Rugherdicote, namely, in Hinghurst and Middelfeld and the meadows which are called Churemede and Stanydelfesmede and a certain
meadow which extends towards Hawewurchiesmede on the west and lies between the meadow of the master and brethren on the north and the donor's meadow on the south, which land and meadows Idonia Gaunsell formerly gave to Henry de Ruwes; to hold to them and their successors or assigns of the donor and his heirs or assigns freely and quietly, &c., answering to none save God in their prayers. Warranty and sealing clauses. [f.192v] ‘Hiis testibus domino Petro Crok’. Willelmo le Veym. Willelmo de Frompton. Ricardo Devereus. Philippo le Kain. Nicholao Freman. Johanne Burell et multis aliis.’ Erdecote, the morrow of the Circumcision of Our Lord, 7 Edward I.

359 [I286-I299]

Quitclaim by Robert le Scay of Erdecote to God, the Blessed Mary and the Blessed Mark and brother Robert de Redynge, master of the house of St. Mark of Bristol and the brethren of the same and their successors of all his right in the highway (chemino) and pasture of Erikestrete, and all his right in the common pasture of Okholte, Thornes and Stoneley from the feast of the Purification to Michaelmas, provided that from Michaelmas to the Purification he may have common of pasture for his beasts together with those of the master and brethren (without complaint by them) in the said places of Okholte, Thornes and Stanley. But if hay shall be lacking from the meadow before Michaelmas, Robert may have his beasts with those of the master and brethren in Thornes until the Purification. For this the master has given him one mark of silver. Warranty and sealing clauses. ‘Hiis testibus domino Johanne de Sancto Laudo. domino Johanne de Acton. militibus. Thoma Barry. Ricardo Devereus. Johanne Corbat et aliis.’

The dates are those of the mastership of Robert de Redynge. Sir John St. Loe was knight of the shire for Somerset, 1297, and died 1314 (S.W. Bates Harbin, Members of Parliament for the County of Somerset, 1930, pp. 10-11). Sir John de Acton (d. 1312) was knight of the shire for Gloecs. 1301 and sheriff 1306-7 (Cal. Inquisitions, v, 411-3; W. R. Williams, Parliamentary History of the County of Gloucester, 1898, p. 4, where he is confused with his son, John).

[f.193] 360 [3 July 1269]

Agreement made on Wednesday after the feast of the Apostles Peter and Paul, 53 Henry III, between brother Gilbert, master of the house of St. Mark of Bristol, and the convent of the same, and
John le Freman of Erdicote, namely, that the master and convent have leased to John, for the term of his life and the life of Basilia his wife, 2 acres of arable land in their manor of Erdicote, of which 1½ acres lie together in Westfelde below Gorweysheye between the land of William del Parc on one side and that of John Burell on the other, and half an acre lies in the Westfelde between the land of the said John on one side and that of William del Parc on the other, according to the measurements and perambulations thereof \((\text{secundum quod ei mensurate, assignate, habundate et perambulate sunt})\); rendering yearly to the master and his successors one root of ginger at Christmas for all services and suit of court. On the death of John or Basilia, whichever is the survivor, the said 2 acres shall revert to the master and convent or their successors without contradiction from the heirs of John or the heirs of Basilia. John quitclaims, for himself and his heirs, all his right in the fields of Okholte and Stanley and elsewhere in the arable lands of the master and convent by way of common pasture, so that henceforth he shall have no right by way of common pasture therein, nor shall be able to sell or make claims thereon, saving common of pasture to John and his heirs in the fields of Okholte and Stanley at the time the fields are open after the harvesting of the corn. Sealing clause. 'Hiis testibus Johanne Acton. Ricardo de Broken burgh. Willelmo de Veym. Petro Croke. Willelmo de Parco. Johanne de Bosco. Ricardo de Evereus et aliis.'

Quitclaim by Nicholas le Freman of Rouerdicote, son and heir of John le Freman of the same, to brother Thomas de Lechelade, master of the house of St. Mark, &c., and the brethren of the same, of all his right in common pasture in Crybescrofte, Hokholt, Stanle, Thornes and Hulles and in all other lands, meadows and pastures of the said master and brethren in Rouerdicote, saving to him and his heirs and assigns common pasture in each place where the men of the master and brethren have it for 4 oxen and 2 cows, with the issue of one year \((\text{cum exitu unius anni})\), 5 pigs and 20 sheep, and he shall not have more beasts than this number [at pasture] without the licence and consent of the master and brethren. It is understood that henceforth he shall have no claim to common pasture in any of the said places or in any other of the lands and pastures and meadows of the master and brethren in Rouerdicote.
except in those places where the men of the master and brethren ought to go with their beasts. For this quitclaim the master and brethren have given him a certain sum of money for his urgent business. Sealing clause. ‘Hiis testibus Philippo le Kain. Ada Campe. Nicholao de Westone. Johanne Champneys. Gilberto Crok et aliis.’ Rouerdicote, the feast of the Purification of the Blessed Mary, 9 Edward I.

362 [Early 13th cent.: before 1234]

Charter of Richard the huntsman, confirming to Nicholas Burelle and his heirs that half-virgate of land which his wife, Idonea, daughter of Richard Gaunsell, [f.194] lately gave to Nicholas and his heirs, with all appurtenances, namely, the half-virgate which Osbert the Young (Juenis) held and that croft which Osbert the Potter held and that croft held by Osbert Ginegone, and 2 acres less one quarter (uno quartariominus) in Shaldemere; to hold freely and quietly, &c., to him and his heirs of them and their heirs, quit of pannage in all their woods, as witnessed in the charter of Idonea, his wife. ‘Hiis testibus domino Johanne de Actona. domino Waltero de Hosato de Wika. Petro Crok. Galfrido Tragin. Bartholomeo de Upton. Aluredo de Meresfelde. Galfrido de Aldelonde. Martino fratre eius. Roberto Gaudio. Roberto de Hamun’. Roberto de Veym et multis aliis.’

Richard the huntsman was dead by 1234 (nos. 279, 283).

363 [1274-85]

Quitclaim by John Burell of Erdicote to brother Thomas de Lechelade, master of the house of St. Mark, &c., and the brethren of the same and their successors, of all his right in 5 acres of land and a virgate of meadow with all their appurtenances which Nicholas Burell, his father, once held, namely, 2 acres which lie in Westfeld by ‘le Churchwey’ and 2 acres in Estfeld, (namely, a half-acre in Purgate, an acre in Beuland, and a half-acre in Holemerche), and an acre in Middlefeld: to hold the same with all appurtenances and improvements (approbamentis) in ways, paths, woods, waters and pastures and all other easements whereby the said master and brethren can improve the same in the vill of Erdicote. For this the master and brethren have given him a

The dates are those of the mastership of Thomas de Lechelade.

Quitclaim by the same John Burell to brother Thomas de Lechelade and his brethren, &c., of all his right in any common pasture in the vill of Rouerdicote, namely, in Hullis, Holesmers, Purgate, Vorthaye and Crekestrete, pertaining to him and his heirs. [Witnesses as in no. 363].

Quitclaim by John Corbet to brother William, master of the house of St. Mark of Bristol, and the brethren of the same and their successors of all his right of common grazing of beasts in their manor of Rouerdicote. For this the master and brethren have given him a sum of money with which he is content. Sealing clause. ‘Hiis testibus Rogero Corbet. Johanne de Alkeleye. Elia de Fyltone. Willelmo le Waleys. Ricardo Pessone et multis aliis.’ Rouerdicote, Sunday before the Annunciation of the Blessed Virgin Mary, 9 Edward II.

John Corbet was a juror for the aid in Gloucs. in 1303 and held land in Bodenham, Herefordshire (Feudal Aids, ii, 261–2, 378).

Charter of John Corbett giving to brother William, master of the house of St. Mark of Bristol and the brethren of the same and their successors, the right and profit of digging a marl-pit (marleriæ) on his land at Erdecote, namely, upon ‘le Scharpehayleyze’ on the eastern headland of 2 acres of his land which lie between the lands of sir Ralph de Monte hermerii on either side. He grants that they shall make the marl-pit 4 perches broad, each perch to be 20 feet long, and the length of the marl-pit shall be such as shall suffice for the needs of the said religious and their successors. They
shall be able to dig from the marl-pit as often and as much as they will and carry away the marl when they think fit. Grant also, in order that they may move cartloads (bigas et planastra) from the marl-pit to their land in Rouerdicote, that they shall have right of way across 2 of his selions in Erdicote, namely, across one selion of the said 2 acres, which selion he has granted to them to be of the width of 18 feet, and it lies in the south part beside the land of the said sir Ralph, and in length extends from the said marl-pit to the king's highway (regale iter) called Froglane. They may clear the hedge from either side of that highway opposite the said 2 selions so that they may have their said right of way without obstruction as far as the other selion which lies in Brokefurlange beside the land of sir Walter Gacelyne on the north, which selion he has granted to them to be of the width of 18 feet as above and which extends in length from the said highway to the lands of the said religious in Rouerdicote: [f. 195o] to hold all the foregoing without charge or impediment from him or his heirs. Clause of warranty. For this the master and brethren have given John a sum of money with which he is content. Sealing clause. [Witnesses and dating clause as in no. 365].

367 [24 Nov. 1337]

Quitclaim by Anselm de Farendon and Matilda, his wife, to the master and brethren of the house of St. Mark, &c. and their successors of all their right in 2 cottages and 5 acres of land in La Lee, with their appurtenances, formerly held by Richard le Swon'. Warranty and sealing clauses. 'Hiiis testibus Willelmo de la Haye. Thoma de Gydford. Ricardo Pesshon. Ada Neel. Ricardo de Alkelegh et multis aliis.' La Lee, Monday after the feast of St. Cecilia the Virgin, 11 Edward III.

[f. 196]

368 [Early 13th cent.: before 1234]

Charter of Richard the huntsman, giving, with the consent of Idonea Gaunsell, his wife, and their heirs, to Gilbert son of Gerald and his heirs, for their homage and service, 7½ acres at the north in Scoullemer (septem acras et dimidiam apud aquilonem in Scoullemere), to hold of him and his heirs freely and quietly, rendering 7s. 2d. by equal portions at Michaelmas, St. Andrew, the Annunciation of St. Mary, and the Nativity of St. John Baptist. For this
gift Gilbert has given Richard and Idonea 20s. from his chattels and 12d. to their heir. Warranty and sealing clauses. 'Hiis testibus Wilhelmo de Claro fonte tunc capellano de Almondesbury. Petro Crok. Petro Senescallo. Radulfo de Stokes. Johanne Chinun et multis aliis.'

Richard the huntsman was dead by 1234 (nos. 279, 283).

369 [Early 13th cent.: before 1234]
Charter of Robert Gaunsell of Erdicote granting to John de Sutton and his heirs or assigns, for their homage and service, a yearly rent of 3s. to be taken of Agnes, daughter of Gilbert de Weymere, and her heirs or assigns, for 5 acres of land which lie upon Soldemere between 2 acres of land of Agnes de Adelonde, Robert's mother, with a messuage and other appurtenances, and for an acre of land upon Swynhorste, in the west part, and for all that land with its appurtenances upon Bradenburste, which Gilbert de Weymere once held of Peter Gaunsell, brother of Robert: to hold to John and his heirs or assigns of Robert and his heirs, rendering yearly 1d. of silver for all services. For this [f. 196v] grant John has given him 20s. sterling. Warranty and sealing clauses. 'Hiis testibus dominis Reginaldo le Waleys. Gilberto de Rues. militibus. Petro Croc. Willelmo de la Haye. Petro de Leygrove. Mauricio de Comtone. Roberto de la Forde. Radulfo Chinnon. Henrico de Stokes. Henrico le Horte. Johanne Clerico et aliis.'

Robert Gansel was dead by 1234 (no. 293).

370 [Circa 1230–53]
Charter of Gilbert de Rues giving to John de Southona, with Hawisia, Gilbert's daughter, 10 acres of arable land in the field of Erdicote with their appurtenances; namely, 2 acres in the east field near Lupeghetam in the middle, 2 selions in the field towards Aylwyneleyghe beside a half-acre of Hugh de Erdicote on the south, an acre in the same cultura beside the land of Hugh de Erdicote on the east, 1½ acres beside the land of Hugh de Kent on the west, 4 acres towards the long hedge beside the acre of Henry de Gaunt in the same cultura, a selion in the middle beside the
long hedge on the west, 2 selions at the headland of the 4 acres between the land of Richard de Evereus and the land of Erdicote on the east of the water of Ailwynelegh, and 2 acres upon "yghinste" extending from the cultura of the lord on the east to the meadow of Honeworthy; and 5 acres of land in the marsh, which Robert de la Lye once held of Gilbert, with all their appurtenances. [f. 197] To hold all the foregoing in free marriage with the said Hawisia to him and his heirs by her, rendering yearly to Gilbert and his heirs 18d. by equal portions at Michaelmas and the Annunciation of St. Mary, for all services, &c., saving the service of the king so far as it pertains to the said land. If Hawisia dies without issue all the said land shall revert to the donor or his heirs. Warranty and sealing clauses. 'Hiis testibus domino Reginaldo Waleys. Petro de la Leygrove. Johanne Pessun. Ada de Bosco. Nicholao Burell et alii.'

Gilbert de Rues held land in Earthcott circa 1230-40 (no. 290) and was still living in 1248 (no. 302) but was apparently dead by 30 April, 1253 (Cal. Inquisitions, Miscellaneous, i, 57). Henry III gave him land in Upton, Gloucs., in June, 1229, and in 1234 he was farming land in Barton by Bristol from the king (Close Rolls, 1227-31, p. 63; 1231-4, p. 393).

371  

Charter of Robert le Scay of Erdicote confirming to Gilbert, son of John le Maister de la Wodelonde, and his heirs or assigns, all that land with appurtenances which Gilbert de Rues gave to the said John le Maister in free marriage with Hawisia, his daughter, in the vill of Erdicote, as is more fully witnessed in his charter of feoffment thereon. Grant also to the same Gilbert and his heirs or assigns of free entry and exit to and from the said land without dispute by Robert or his heirs or assigns. For this grant and confirmation Gilbert has given him half a mark of silver. Wherefore Robert and his heirs or assigns will warrant all the said land with all appurtenances to Gilbert and his heirs or assigns against all men and women, in return for the rent contained in the first charter of feoffment. Sealing clause. [f. 197v] 'Hiis testibus Ricardo Devoroyes. Waltero de Bradford. Roberto Basse. Osberto filii Laurencii. Waltero atte Pulle. Willemo Pessun. Roberto Clerico et alii.'

For the date, cf. no. 358.
Confirmation by Richard Gaunsell to Gilbert de Wymere of all the land called 'la Bradenhurste' which Peter Gaunsell, Richard's brother, gave to Gilbert for his homage and service, as is more fully witnessed in Peter's charter, whereby Gilbert is to render to Peter and his heirs 18d. sterling yearly by equal portions at the Nativity of St. John Baptist and at Christmas for all services, &c. For this confirmation Gilbert has given him 12d. sterling. Warranty and sealing clauses. 'His testibus Elia Okye. Willelmo fi.lio Nicholai. Petro Senescallo. Roberto fratre eius. Mauricio de Dunton. Johanne Chynnur. Rogero Okye. Simone Vyk'.

Cf. no. 292: this is of about the same date. Peter the steward is probably the 'Petro Senescallo' who attested nos. 324 (before 1243) and 327 (1233-40). Elias Oky or Aky was one of the keepers of the pleas of the Crown in Gloucs. in March, 1253 (Cal. Inquisitions, Miscellaneous, i, 61).

Quitclaim by William, son and heir of Gilbert de la Maister de la Wodelande, to John Morice and Robert de Stokfolde of all his right in the lands and tenements which John and Robert hold of him in Saltmarsh (Salso Marisco) of the fee of La Lee, and also in 3s. yearly rent which William used to take from the said lands and tenements, paying it to the master of the house of St. Mark &c. and his successors, as the ancient right of his house. Sealing clause. 'His testibus Johanne de Westone. Johanne de Alkelegh. Willelmo de Over. Ricardo Pesshun. Johanne Teste et aliis. Datum &c.'

John de Weston, John de Alkelegh and Richard Pesson were jurors for the aid of 1303 in Gloucs. (Feudal Aids, ii, 261-2) and also attested no. 352 (1329). Alkelegh and Pesson witnessed no. 365 (1316).

Notification by John Morice, on behalf of himself and his heirs, that he holds of the master of the house of St. Mark, &c., [f. 198v] and his successors all his lands and tenements, with meadows and
pastures and other appurtenances, of the fee of La Lee, which lands &c. lie in Swynheurste by Waymere in Saltmarsh; rendering yearly to the master and his successors 2s. by equal portions at the four usual terms, as the ancient right of the said house. John and his heirs will answer for the said rent at the said terms and for other regalia to the master and his successors, as to the chief lord of the fee, as the predecessors of the master have been accustomed to receive them as the ancient right of the said house. Power for the master and his successors to distrain if the rent fail. Sealing clause. [Witnesses as in no. 373].

376  [Early 14th century]

Notification by John Morice of Compthone [as in no. 375, but omitting the clause of distraint].

377  [Early 14th century]

Notification [in form as in no. 375] by Robert de Stodfolde in respect of 2 acres in Bradenhurste in Saltmarsh held of the fee of La Lee by a rent of 12d. &c. [Witnesses as in no. 373].

378  [Early 14th century]

Notification by Robert de Stodfolde [as in no. 375, but omitting the clause of distraint].

379  [Early 14th century]

Charter of William le Maister de la Wodelonde granting to Vincent de Barstaple, Roger de Hynewyke and Roger Bernard his rent of 12d. which William son of Adam de Westone of Fromptone ought to pay him yearly during the life of the said William son of Adam for 7½ acres of land and a half-acre of meadow, which William son of Adam holds of him by that rent for the term of his life in Erdicote, whereof 6 acres lie in the field called Estefelde and 1½ acres and the half-acre of meadow lie in the Middelfeld upon Dunghurstes, together with the reversion of the land and meadow, which ought to revert to the grantor or his heirs on the death of William son of Adam. Grant also to them of his rent of 12d. which Roger le Freman and Alice his wife ought to pay yearly for 2
acres of land in Erdicote in the field called Estfelde, which they hold of him for the term of their lives by the said rent together with the reversion of the said 2 acres after the deaths of Roger and Alice. Grant also of his rent of 1d. which John atte Roode and Agnes his wife ought to pay yearly for 2 acres of meadow in Grenecrofte in Saltmarsh within the fee of La Lee between the meadow of Walter le Stronge on the north and the meadow of the said John atte Roode on the south, which they hold of him for the term of their lives, together with the reversion thereof after their deaths: to hold the aforesaid rents and reversions of lands and meadows to Vincent, Robert and Roger and their heirs or assigns of the chief lords of the fee by the due and accustomed services. Warranty and sealing clauses. 'His testibus Johanne de Brokenbereghe. [f. 200] Ricardo Pesshon' Johanne Caumpe. Roberto Caumpe. Johanne att Roode et aliis. Datum &c.'

For Vincent de Barstaple, see no. 124.

380 [Early 14th century]
Quitclaim by Roger Somer and Juliana his wife to William son of Adam de Westone of Frompton, Roger Freman and Alice his wife, John atte Roode and Agnes his wife, Vincent de Barstaple, Robert de Hynewyke and Roger Barnarde and the heirs of the said Vincent, Robert and Roger of all their right in all rents and reversions of land or meadow with their appurtenances which the said William, son of Adam, and Roger le Freman and Alice his wife held of William le Maister de la Wodelonde for the term of their lives in Erdicote, and also in all rents and the reversion of 2 acres of meadow which John de la Roode and Agnes his wife hold in Grenecrofte in Saltmarsh in the fee of La Lee for the term of their lives. Warranty and sealing clauses. [Witnesses as in no. 379].

381 [Early 14th century]
Quitclaim [in like form] by Agnes, daughter of William le Maister de Wodeland, in her virginity, [&c., as in no. 380]. [f. 200v].

382 [Early 14th century]
Quitclaim [in like form] by Matilda, daughter of William le Maister de la Wodelande, in her virginity, [&c., as in no. 380]. [f. 201]
Obligation by John le Waterledar of Bristol binding himself, his heirs or assigns to pay to the master and brethren of the house of St. Mark of Bristol 3s. rent yearly by equal portions at Easter, the Nativity of St. John Baptist, Michaelmas and Christmas for the tenement which was of Gilbert Croc, and to do forinsec service pertaining thereto and suit at the court of the master and brethren at Erdicote as a free tenant and such royal service as pertains to the tenement. Sealing clause. ‘Hiis testibus Roberto le Scaye. Johanne Corbett. Ricardo Devereus. Johanne Burell. Ada Campe et alii.’

This must be later than 1281, when Gilbert Crook was still living (no. 361). Robert le Scay, Richard Devereux and John Corbet appear in other charters of late 13th-century date (nos. 358, 359).

Quitclaim by John le Waterledar of Bristol to the master and brethren of the house of St. Mark of Bristol of all his right in any pasture in the manor of Erdicote whether in woods, meadows, assarts, fields or pastures, so that neither he nor his heirs or assigns can claim easement or any pasture in the said manor nor demand any tenement formerly of Gilbert Croke. Sealing clause. [Witnesses as in no. 383].

Charter of John le Waterledar, burgess of Bristol, giving to Nicholas de Westone and Matilda, his wife, his messuage with a curtilage, croft, and paddock (parroko), and an acre of meadow in the vill of Erdicote with their appurtenances, which were held during his lifetime by John le Waterledar, father of the donor, to hold to them and their heirs and assigns of the chief lord of the fee, rendering yearly to the said chief lord 3s. rent of assize by equal portions at the four usual terms for all services, &c., saving the suit of court of the chief lord. For this Nicholas and Matilda have given him a sum of money with which he is content. Warranty and sealing clauses. [f. 202] ‘Hiis testibus Ricardo Deveroys. Johanne Corbett. Henrico le Mareys. Wilhelmo le Freman. Ada
CARTULARY OF ST. MARK’S HOSPITAL, BRISTOL


The form of the ‘Habendum’ clause shows that this charter is probably later than the Statute of Quia Emptores in 1290, and the names of the first two witnesses confirm a date in the late 13th-century (cf. no. 383.)

386 [1290–99]

Charter of Nicholas de Westone, giving, with the assent of Matilda, his wife, to God and the Blessed Mary and the Blessed Mark and to brother Robert, master of the house of St. Mark, &c., and the brethren of the same, and their successors, in free, pure and perpetual alms, all his tenement with appurtenances which he had by gift of John le Waterledar in the vill, meadows and fields of Rouerdicote, for which he had been wont to pay a yearly rent of 3s. to the master and brethren, as his chief lords, and to do the royal service when it fell due, and to make suit of court at Rouerdicote each three weeks. For this the master and brethren, his chief lords, have given to him and Matilda a sum of money for their pressing business. Warranty clause. Sealed with his own seal and that of Matilda, his wife. [f. 202v] ‘Hiis testibus Thoma Barry. Willelmo le Waleys. Johanne de Cardyffe. Johanne de Bosco. Ada Caumpe. Johanne Corbett. Willelmo Honypyn’. Roberto de Woldlegh. Nicholao Mattock et aliis.’

Robert de Redynge resigned his position as master in 1299.

387 [1290–99]

[Another version of no. 386, in like form, but omitting all reference to Nicholas’s wife, Matilda.]

388 [1290–99]

Quitclaim by Nicholas de Westone to brother Robert and the [f. 203] brethren of the house of St. Mark, &c., of all his right in the tenement with appurtenances in the vill, meadows and fields of Rouerdicote which was formerly of Gilbert Crok and which he had of the gift of John le Waterledar, to hold to them and their successors, rendering to themselves 3s. yearly and doing suit to their court of Rouerdicote each three weeks. Sealing clause. ‘Hiis testibus Willelmo le Waleys. Ada Caumpe. Johanne de Bosco. Johanne Corbett. Willelmo Honypyn et aliis.’
Quitclaim by Nicholas de Westone to brother Robert and the brethren of the house of St. Mark, &c., of all his right in the tenement with its appurtenances which Gilbert Croke held in the vill, meadows and fields of Rouerdicote, and after him John le Water­ledar and after his death John, his son, held, provided that the master and brethren and their successors shall render 6d. yearly at Michaelmas for all services to the lamp of the Blessed Mary of Almondesbury for 2 acres of land and arable lying in the fields of Rouerdicote. Sealing clause. 'Hiis testibus Willelmo le Waleys. Ada Caumpe. Johanne de Bosco. Johanne Corbet. Gilberto le Maister et aliis.'

Charter of John Erthecote, butcher (Bochar), burgess of Bristol, giving to Thomas Brytte of Stapultone all his lands and tenements with appurtenances in Rowe Erthecote, also called Gauntes Erthecote, and in the fields of the same, in the county of Gloucester, to hold to him and his heirs and assigns of the chief lords of the fee by the due and accustomed services. Warranty and sealing clauses. 'Hiis testibus Johanne Smyth. Thoma Somer. Thoma Crokker et multis aliis. Datum &c.'

Charter of Thomas Brytte of Stapultone in the county of Gloucester, 'hosbandman', giving to Thomas Doddys of Almondesbury in the same county all lands and tenements, meadows and pastures with their appurtenances in Rowerthecote, also called Gauntes Erthecote, and in the fields of the same, within the hundred of Thornebury, which he had of the gift of John Erthecote, 'Bochar', burgess of Bristol, to hold to him and his heirs and assigns of the chief lords, &c. Warranty and sealing clauses. [f. 204] 'Hiis testibus Roberto Poyntz. Nicholao Poyntz. Roberto Stanshawe. Nicholao Stanshawe. Willelmo Grafton. Johanne Smyth. Johanne Bodye et multis aliis. Datum &c.'

This may be dated before June, 1439, when Robert Poyntz, esquire, lord of Iron Acton, died (Cal. Fine Rolls, 1437–45, p. 53). Nicholas Poyntz was his son and heir (no. 394). Robert Stanshawe, of Stanshawe...
Court, near Chipping Sodbury, Gloucs., was M.P. for Gloucs. 1422, and died 1447, and Nicholas Stanshawe was his brother (J. S. Roskell, *The Commons in the Parliament of 1422*, Manchester, 1954, p. 220). According to Maclean, 'The manor of Tockington, with memoir of the family of Poyntz', *Trans. B.G.A.S.* xii, 1888, p. 150, Robert Stanshawe was son-in-law of the elder Poyntz, having married his daughter, Isabel.

392  **[Circa 1422]***

Quitclaim by Thomas Brytte to Thomas Doddys of all his right in lands, &c., in Rowerthecote [terms, witnesses, &c., as in no. 391]

393  **[Circa 1422]***


394  **[1439]***

Charter of Thomas Doddes of Stapultone in the county of Gloucester, husbandman, giving to Thomas Poyntz of the same county, esquire, all lands, tenements, rents, reversions, services, meadows and pastures, with their appurtenances, which he has in Gauntes Erthecote in the same county within the hundred of Thornebury: to hold to him and his heirs and assigns of the chief lords, &c. Warranty and sealing clauses. ‘Hiis testibus Nicholao Poyntz. Mauricio Denys. Johanne Bradstone armigeris. Willelmo Hille de Stapultone antedicto. Johanne Culver de eadem et multis aliis. Datum &c.’

but this seems to be an error: he was living in 1455, when he
witnessed a charter of Robert Crook of Woolstone (Cal. Close Rolls,
1434–61, p. 82); his will was drawn up in May, 1456 (ibid., p. 134)
and writs of diem clausit extremum were issued for him on 20 Sept.,
1460, seisin of his lands being given to his heir, John, on 28 Oct. follow­

395

Quitclaim by John Doddes, son and heir of Thomas Doddes,
late of Stapleton, deceased, to Thomas Poyntz, esquire, and his
heirs and assigns of all his right in all the lands, &c., in Gauntes
Erthecote, which Thomas Poyntz had of the gift and feoffment of
the said Thomas Doddes, his father, as appears by his charter
dated at Gauntes on 31 March ( )1. Warranty and sealing
clauses. ‘Hiis testibus Willelmo Henmershe. Ricardo Baker de
Stoke. Alexandro Panter. et aliis. Datum &c.’

Like no. 394, nos. 395–400 may be dated between the death of Robert
Poyntz in 1439 and that of Thomas Poyntz, in 1458.

396

Quitclaim by Thomas Doddes of Stapleton in the county of
Gloucester, husbandman, to Thomas Poyntz, esquire, and his
heirs and assigns [f. 205v] of all the lands, &c., in Gauntes Erthe­
cote which Thomas Poyntz had by gift of the said Thomas Doddes,
by his charter dated 31 March ( )2. Warranty and sealing
Johanne Bradstone. armigeris. Johanne Burnell. Alexandro
Panter et aliis. Datum &c.’

397

Letter of attorney of Thomas Doddes of Stapultone, in the
county of Gloucester, appointing John Dagge and John Newhous
of Wynterborne in the same county his attorneys to deliver seisin
to Thomas Poyntz of the same county of all his lands and ten­
ements in Gauntes Erthecote within the hundred of Thornebury.
Sealing clause. ‘Datum &c.’

1 Remainder of date omitted in MS.
2 Remainder of date omitted in MS.
Charter of Thomas Poyntz, of the county of Gloucester, esquire, giving to Richard Wyne of Bristol all his lands, &c. which he had in Gauntes Erthecote, also called Rowerthecote, by the gift of Thomas Doddes, late of Stapleton: to hold to him and his heirs and assigns of the chief lords, &c. Warranty and sealing clauses. 'Hiis testibus Nicholao Poyntz. Mauricio Denys. Johanne Vele. Johanne Bradstone. armigeris. Nicholao Stanshawe et aliis. Datum &c.'

John Vele, esquire, of Tortworth and Oldbury, Gloucs., died in 1458 (Calendarium Inquisitionum Post Mortem, Record Comm., 1828, iv, 276).

Quitclaim by Thomas Poyntz, esquire, to Richard Wyne of Bristol of all his right in all lands, &c., in Gauntes Erthcote, which Richard had by gift of Thomas in his charter dated 1 February ( ) [f. 206v]. Warranty and sealing clauses. [Witnesses as in no. 398].

Letter of attorney of Thomas Poyntz appointing Thomas Toby and William Pryg his attorneys to deliver seisin to Richard Wyne of all his lands, &c., in Gauntes Erthcote, which he had from Thomas Doddes, late of Stapleton. [f. 207]. Sealing clause. [Witnesses as in no. 398].

Memorandum that in the manor of Erthecote there is a free chapel dedicated to St. Michael the Archangel within the court, to which chapel pertain all tithes, great and small, from 8 virgates of land in the demesne, and also from Ocholte and Stanlegh, and also the small tithes of the court of Erdicote, for which tithes the church of Almundesbury ought to have yearly a half-acre of corn, and a half-acre of oats, and the said tithe is valued after these deductions at 66s. 8d. And the customary tenants shall give . . . .

1 Remainder of date omitted.
2 Three words partially erased and illegible.
Copy of record of the examination of witnesses in a tithes dispute between Walter Noble, vicar of the parish church of Almondsbury, plaintiff (partem actricem) and William Teste, layman, defendant (partem ream) pending before master Robert Crosse, president of the consistory court of Worcester, conducted by Robert de Welleborne, clerk, the examiner specially designated for that purpose, upon a proposition made on behalf of the vicar, on Wednesday after the feast of St. George, A.D.1381, in the parish church of St. Augustine, Bristol.

Examination of the witnesses of the vicar of Almondsbury against Teste.¹

John Stock of Over in the parish of Almondsbury, born in the parish, a witness of free condition, aged 60, as he says, was admitted, sworn and diligently examined upon the proposition², and he says that it contains truth, and this he says he knows because he had known the parish of Almondsbury and the vicars of the said church for more than 50 years past, first, sir (dominus) Roger, and after him Stephen Barry and after him John Trylly and after him Thomas Syde and after him Richard Middelmore and after him sir Walter that now is, and all these vicars in their time in succession peacefully and quietly had and received all manner of small tithes within the bounds and limits of the said parish, the tithe of corn-sheaves (decima garbarum) excepted, according to the view and knowledge of this deponent. He says also that all the vicars aforesaid, except the said Walter, were in peaceful possession in fact of the taking of all the small tithes, (in possessione pacifica de facto percipiendi omnes et singulas decimas minores) and especially the tithes of mills, of whatever kind within the bounds and limits of the parish, without any gainsaying for what he knew or heard, up to the time of the erection of a certain windmill called Testimill on the hill called Dodynghulle, which had been built within the past 9 years, for which mill brother Walter Browne master of the house of St. Mark of Bristol, through the said William Teste and others, took and had tithes, to the prejudice of the present vicar of the church of Almondsbury, but before the erection of the mill the master and brethren had always

¹This is the heading given in the MS. to the whole document: the paragraph translated above follows immediately after this heading.
²... requisitus super proposicione predicta et contenta in eadem Cuius quidem proposicionis tenor talis est. In Dei Nomine Amen. In causa decimarum minorum &c.
been excluded from the taking of the small tithes within the bounds of the said parish, and the witness had never heard or learnt anything to the contrary, before the complaint brought by the said master and William Teste against Walter Noble as previously mentioned; and the witness said that all these things he had deposed were common knowledge to all the people of the vill of Almondesbury and in other neighbouring vills and places. He says that he was not instructed or suborned to depose on this behalf.

William Dene of the same parish, a witness of free condition, aged 66 and more, as he says, was admitted, &c., and deposed in the same terms as John Stock had done, except that he had known no vicar of the church before Stephen Barry. [f. 208]

William Dodyng of the same parish, a witness of free condition, aged 60 and more, was admitted, &c., and deposed in the same terms as John Stock had done.

Thomas Stock, of Almondesbury, a witness of free condition, aged 60 and more, as he says, was admitted, &c., and deposed in the same terms as John Stock had done.

Thomas Rosse, of Almondesbury, a witness of free condition, aged 60 and more, as he says, was admitted, &c., and deposed in the same terms as John Stock had done.

William Vicars (Vicarii) of Almondesbury, a witness of free condition, aged 50 and more, as he says, was admitted, &c., and deposed in the same terms as John Stock had done, except that he had known the parish for only 30 years and knew only 3 vicars, Sir Thomas Syde, Richard Middelmore, and Walter Noble.

William Stoke of the parish of Almondesbury, a witness of free condition, aged 40 and more, as he says, deposed in the same terms as John Stock had done, except that he had known only 5 vicars, of whom the first was Stephen Barry and the others after him as above-named. [f. 208v].

Examination of the witnesses of the master of St. Mark against the witnesses of the vicar of Almondesbury by Robert Wellsborne, clerk [&c., as above] in the parish church of St. Augustine, Bristol, 26 April 1381, upon certain articles elicited by the proposition or justification of the said vicar:

Henry Bredewell, of the parish of Almondesbury, a witness of free condition, aged 100 and more, as he says, was admitted, sworn and diligently examined on the said articles. Questioned on the first article (of which the title is, In primis ponit, &c) the witness says that it contains truth, and being asked how he knows
this, he says that he knew the said field commonly called Dodynhurste from the time of his discretion, in which field there is a new-built windmill called Testemylle, and during all that time the master and brethren of the house of St. Mark took and had the whole tithe of all cornsheaves issuing from that field and were in peaceful possession thereof, without any gainsaying so far as the witness knew. Questioned upon the second article (of which the title is *Item, ponit et intendit probare quod de eisdem terris et locis, &c.*), he says that it contains truth, and this he knows because of what he has already said in reply to the first article, and also that he heard from his seniors that the tithes belonged to the master and brethren from a time when there is no memory to the contrary, and still pertain to them, and he never knew or heard anything to the contrary [f. 209]. Upon the third article (of which the title is *Item, quod eodem molendino &c.*), he says that it contains truth, and this he knows because of what he has already deposed and also because he says he has known and known well 7 vicars of the church of Almondesbury, and all of them knew that the said tithe should be paid and tolerated such payment without gainsaying it, either tacitly or secretly. Upon the fourth article (of which the title is, *Item quod eosdem religiosos viros &c.*) and the fifth article (*Item quod premissa omnia et singula &c.*) he says that they contain truth and this he knows because of what he has already deposed. He says also that the truth of what he has deposed was public knowledge within the parish of Almondesbury and in other places round about from the time of his discretion, and beyond, as he has heard, from a time when there is no memory to the contrary.

Examined upon the interrogatory of the other party, handed to the said examiner (*super interrogatoria partis aduerse michi examinatori supradicto tradita et liberata*), he says in answer to the first, how long has he known the said field called Dodynghurste in which Testimylle is now built, that he has known it from the time of his discretion. Asked what kind of produce came from the field, he says the produce was corn, of which the whole tithes were taken by the master of St. Mark, but he did not know whether any other tithes from the field were taken by the masters, and then he says that if the tenants grazed cows or ewes in the field they ought to pay tithe of milk and dairy produce (*lactis et lacticinii*), according to his view and knowledge. Asked by what title [the master and brethren take tithes] he says that there are 2 chapels built long ago in the said parish, one in honour of St. Michael, the other of St. Swithin, appropriated to the house of St. Mark, and annexed to these
chapels are granges and tenants, and the master and brethren have been accustomed to take the small tithes from the animals kept in the granges and grazing in the pastures adjacent [f. 209v], and also all oblations issuing from the chapels at all times of the year. Past and present masters and brethren have been accustomed to pay yearly at Michaelmas to the vicar of Almondesbury 13½d. for all tithes and oblations. Asked how long it was since the mill was built, he says 9 years. Asked who took the tithes from the mill since then, he says that brother Walter, the present master, did so, and the deponent was present at the payment of such tithes, but as to whether the vicar of Almondesbury knew that the master took such tithes, he says he does not know. He says that he was not instructed or suborned to depose on this behalf.

John Mareys of the parish of Almondesbury, a witness of free condition, aged 60 and more, as he says, was admitted, &c., and deposed in the same terms as Henry Bredewell, except that he has known the said field of Dodynghurste during 50 years past, and that the field and certain lands adjacent to it and a meadow called Littelgrenecrofte are held in chief of the master and brethren, and that they have taken the tithe of hay (so he has heard from his elders) from a time when there is no memory to the contrary, without any gainsaying so far as the witness knows or has heard. He was not present at the payment to the master and brethren of tithes issuing from the mill mentioned above.

William att Welle of the same parish, a witness of free condition, aged 60 and more, as he says, deposed in the same terms as John Mareys.

Adam Goulde of the parish of Hembury, a witness of free condition, aged 60 and more, as he says, deposed in the same terms as John Mareys, except that he is a parishioner of the church of Hembury.

John Alkleye of the parish of Olvestone, a witness of free condition, aged 60 and more, as he says, deposed in the same terms as John Mareys, except that he is a parishioner of the church of Olvestone.

John Olyver of the parish of Almondesbury, a witness of free condition, aged 60 and more, as he says, deposed in the same terms as John Mareys.

Certificate by Walter, bishop of Worcester, that in the course of his visitation of his diocese he had summoned the master and
brethren of the house of St. Mark of Bristol before him to show by what right they held the chapels of Erdicote and La Lee appropriated to their house and took the tithes and portions thereof. Upon production of their muniments relating to the chapels and tithes by the master and brethren, and after examination of these by the bishop's commissaries, the evidences were found to be sufficient, and the master and brethren were freely dismissed from the bishop's examination. Sealing clause. Yates, 17 November A.D. 17.

Neither Walter Reynolds, bishop of Worcester 1308–13, nor Walter Maidstone (1313–17) appears from his register to have visited the southern parts of his diocese. Walter Cantilupe (1237–66) was noted for his energetic government of his diocese (D.N.B.; A. B. Emden, Biographical Register of the University of Oxford to A.D. 1500 (1957), s.n.). He visited Bristol and other places nearby in 1242 (Annales Monastici, Rolls Series, 1869, iv, 433).

Notarial instrument, by Thomas Sampson, clerk, of the diocese of Hereford, public notary, stating that on 2 September A.D. 1439, in the second indiction and the 9th year of Pope Eugenius IV, in the presence of the same Walter and of the witnesses mentioned below, within the parish of Almondesbury and in places specially described below, the upright men John Mareys of the parish of Almondesbury, Henry Dene of the parish of Comptone, William Peres, William Prigge, alias Mares, and John Symmes, all of the parish of Almondesbury, voluntarily deposed as follows:

John Mares, of free condition, aged 84 and more, as he says, deposed that the two chapels of St. Swithin and St. Michael in the parish of Almondesbury had been appropriated to the master and brethren of the house of St. Mark of Bristol, and by reason thereof the master and brethren had taken and ought to take all tithes of a tenement called Gonesplace in that parish. They have been and are still in peaceful possession of the tithes from a time when there is no memory of man to the contrary, except for a few years when the abbot and convent of St. Augustine, Bristol, had claimed and unjustly stolen them. He added that in many years he saw the servants of those living in the said tenement thresh the tithe of corn from this tenement for straw and carry away the grain separated from the chaff to the chapel of St. Swithin, and also that

1 Date omitted in MS.
in one year one Thomas Fraunces, tenant of Gonesplace, made the corn of the same into grain (omnia grana eiusdem inorreauit) with the tithes by licence of the then master and brethren, and put it into his own granary, and afterwards sold it to William Teste, the elder, who sold it to one John Walker, the elder. [f.211] And one Edward Dodyng, then bailiff or servant of the master and brethren, in their name and in that of the said chapels, took the tithe from all grain of whatever kind harvested on the land of the said tenement, and carried it away to the house of St. Mark without any gainsaying whatever. Thus he knew that they had been in possession of their tithes since the time of his discretion, and before that, as he had heard from his elders, and he had never heard or learnt anything to the contrary. He says also that the tenement is held in chief of the master and brethren, according to his view and knowledge and hearing. He deposed this within the close of the tenement which he occupies.

William Peres of the parish of Almondesbury, of free condition, aged 60 and more, as he says, agreed with John Mares in his deposition, adding that 38 years before he had held the said tithes at farm from the master and brethren for 12 years in succession. During this time he took, collected and carried away all the tithes of the tenement called Gonesplace in the name of the master and brethren, peacefully and quietly and without any gainsaying. The master and brethren, he says, have been in possession of these since the time of his discretion and were in possession during the 3 years last past. He deposed this in the house of one Edith Dodynge, woman of the parish of Almondesbury.

Henry Dene of the parish of Comptone, diocese of Worcester, of free condition, aged 70 and more, as he says, agreed in his deposition with John Mares and William Peres, adding that 24 years ago he held the tenement called Gonesplace at farm from the master and brethren for 6 years, and during that time Edward Dodyng, bailiff or servant of the master and brethren, in their name and that of the chapels appropriated to them, took all the tithes of the tenement and disposed of them, peacefully and quietly and without any gainsaying. He deposed this within the close of the tenement of William Piers of Almondesbury.

William Prigg, alias Mares, of the parish of Almondesbury, of free condition, aged 40 and more, as he says, agreed in his deposition with John Mares, adding that 8 years before, William Teste of the same parish bought [f.211r] and held all the tithes of the said tenement for 2 successive years from the master and brethren.
He deposed this in the house of Edith Dodynge in the parish of Almondesbury.

John Simmes the elder, of free condition, aged 50 and more, deposed that he had never heard anything against the fact that the master and brethren had always for the most part (semper pro maior parte) been in possession of the said tithes, so far as he had heard or knew in his own lifetime, and before that, as he had heard from his elders. He deposed this in the house of the same Edith Dodynge.

All the deponents promised that they would depose all the things deposed above in due form of law when required to do so by any judge on another occasion at fit times and places. They also pledged their oaths as to the truth of all these things written and recited above, on the date written above, in the presence of William Ferror of Bristol and John Symmes, the younger, witnesses to the foregoing specially summoned.

Attestation by the said Thomas Sampson, public notary, that he was present in person with these witnesses when all these things were done, has seen and heard them, and has written them in this public form, and sealed it with his usual name and sign.

List of the lands owing tithe to the chapel of St. Swithin in the manor of La Lee.

Kyngeshulle: the field called Kyngeshulle, whereof one headland abuts upon Dodyngeshulle and the other upon the Westfelde.
Westfelde: 11 acres of land lying together, whereof one headland extends towards Comptoneshulle and the other towards Crowenhulle.
Crowenhulle: 6 acres of land lying together, between the land of William Pyers on the east and called 'le Weshurne'; 2 acres of land lying together between the lands of Richard Proute on either side, whereof one headland abuts in length upon Hemenhulle, and the other upon Wowlond; 1½ acres of land lying between the land of William Piers on the east and the land of Philip Gladen on the west; and an acre of land lying between the land of Richard Prowte on the east and the land of Philip Gladen on the west.
Shalmerfelde: an acre in that field called Seynt Swithunesacre, lying between the land of John Neuton on one side and the land of
William Shalmere on the other; a half-acre of land lying between 
the common and the land of John Neuton.

Millefelde: the whole field there, and an acre of land in the croft of 
William Teste.

Testecrofte: \[5\frac{1}{2}\] acres of land lying in Hychecocke and Testecrofte. 

Somefelde: 2 acres of land there, whereof an acre abuts 
upon the croft of Thomas Teste on Gonihous, a half-acre abuts 
upon Gonihous, another half-acre lies at the end of the said half-
acre, and an acre which lies in the croft of John Mareys and lies 
in 2 parcels extending upon Malmantorre.

Malmonlonde: 4 acres of land there.

Tymelhurste: an acre of land there between Alkeleyscrofte on 
one side and the land of John More on the other.

Grenecrofte: \[\frac{11}{2}\] acres of land and meadow lying together between 
the land of William Bray on either side, and a half-acre of land 
next Alkeleyscrofte.

Lee W oware: an acre there.

Hortescrofte: 2 acres of land newly enclosed there.

Westermede: all tithe of hay there.

Wellerscrofte: a croft which Richard Mareys now holds at pasture.

Hortesclose: 6 acres of land lying together there. 

Guniplace: all tithe of corn there.
IRON ACTON

[Henry III: before 1255]

Charter of Osbert Giffard giving to Agnes, daughter of Edward, for her homage and service, all that virgate of land which William, son of Godfrey, held in the vill of Acton', to hold to her and the heirs of her body freely and quietly &c., rendering yearly to Osbert and his heirs 5s. 4d. by equal portions at Christmas, Easter, the Nativity of St. John Baptist, and Michaelmas for all service, saving the royal service pertaining to a virgate of land in that vill and in the same tenement. He also frees and quitclaims from servitude Adam, son of William, Agnes' husband, and Agnes, and all their issue, so that they shall come and go free and quit of all claim of servitude. Warranty and sealing clauses. 'Hiis testibus Johanne de Acton'. Willelmo de Acton'. Roberto filio Ricardi. Ada filio Nigelli. Walerto persona de Acton'. Ricardo de Frompton'. Johanne filio Johannis de Acton'. Osberto. Stephano. et Rogero fratibus suis et multis aliis.'

This charter is earlier than 1255 (no. 407). The donor is probably Osbert Giffard (d. 1237), younger brother of Elias Giffard (IV), lord of Brimpsfield, Gloucs., and founder of the line of Giffards of Winterbourne Houghton, but may be his heir, Osbert, aged 3 at his father's death and of full age in 1251 (Comp. Peerage, v, 649-51; J. N. Langston, 'The Giffards of Brimpsfield', Trans. B.G.A.S. lxv (1944), pp. 110-11).

407

[31 Oct. 1255]

Agreement made on the eve of All Saints, 40 Henry III, between Robert Bilebost and Henry de Gaunt, master of the house of St. Mark, &c., whereby Robert has quitclaimed [f. 215v] all his right in a virgate of land, which his mother, Agnes, daughter of Edward, had of the gift of Osbert Giffard in the vill of Irenacton': to hold to the said master and the chaplains and clerks of the same house and their successors for ever. For this the master, chaplains and clerks have granted to Robert for the term of his life a competent

1 Heading in MS. hand: Carte de Irenacton.
sustenance in their house on the same terms as the upper servants, excepting the chief clerk (maiorem clericum) or the steward of the house have it, and 10s. yearly for life for his other needs, to be paid by equal portions at Easter and Michaelmas, so long as he remains in the service of the same house, or, if he chooses, he may have a lump sum of 6 marks (sex marcas in universo) in place of the annuity of 10s. and all the said allowances of food, to be paid within 3 months after the master has acquired the said virgate. If he withdraws without licence of the said master so that he remains not in the service of the house for one whole year, he shall have 2s. for his expenses for that year. His heirs after his death shall have no claim upon the house for any of the foregoing. He shall show all diligence in acquiring the said virgate in the king's court or wherever else the master shall think fit, and for this he shall have a horse provided at the expense of the house. If the virgate is not acquired this agreement shall be null and void.


Charter of Robert Bileboste giving to the master, chaplains and clerks of St. Mark &c. and their successors all his right in the virgate of land which Agnes, daughter of Eadeward, held of the gift of Osbert Gyffard; to hold of him and his heirs freely and quietly &c., in free, pure and perpetual alms, rendering yearly to the chief lords of the land their due and accustomed services. Warranty and sealing clauses. [Witnesses as in no. 407].

Notification by William Gileberde that, because there were 11s. 8d. arrears of rent owing [f. 216v] from a virgate of land in Irenacton, which virgate had been leased to him, charged with that rent, for the term of his life, by brother William, master of the house of St. Mark, and his brethren, and because he is oppressed by poverty, he has granted the virgate to the master and brethren and has quitclaimed to them all his right therein by virtue of such
lease. For this the master and brethren have given him a sum of money with which he is well content, and have undertaken to maintain John, his son, for the next 5 years. Sealing clause.


410 [14th century: before 1335]

Quitclaim by Isabella, widow of Roger de Hildesley, in her lawful widowhood, to brother William, master of the house of St. Mark, &c., and his brethren, of all her right in the messuage with crofts and gardens and the virgate of land with meadow and wood and other appurtenances, which she and the said Roger, formerly her husband, held of the master and brethren in Irenacton. For this they have given her a sum of money with which she is well content. Sealing clause. 'Hiis testibus Willelmo le Waleys. Johanne Corbet. Rogero Corbet. Johanne Dauy. Rogero de Snede. Nicholao le Taillor. Henrico at Nashe. et aliis. Datum apud Irenacton &c.' [f.217].

This belongs to the mastership of William Bealver, 1299–1335. The first three witnesses attest nos. 365 and 367 (1316 and 1337).

411 [1348–9]

Charter of brother Richard Yate, master of the house of St. Mark by Bristol, and the brethren of the same, giving to Thomas, son of Maurice de Berkeleye, lord of Berkeley, and Katharine, his wife, and Thomas, their son, and the heirs male of the body of the said Thomas, son of Thomas and Katharine, 10 ¼ acres and 9 perches of land in the master and brethren's manor of La Lee, beside the park of the said Thomas, Katharine and Thomas, the son: to hold of the chief lords &c. If Thomas, son of Thomas and Katharine, should die without heir male of his body, remainder to the heirs male of Thomas, son of Maurice, and Katharine, further remainder, if they have no heirs male, to the right heirs of Thomas, son of Maurice. Warranty and sealing clauses. 'Hiis testibus Dominis Thome de Bradestone. [f.217v] Simone Basset. Johanne Traci. Johanne Seylow militibus. Willelmo de Chyltenam et aliis. Datum &c.'
Thomas, eldest son of Thomas (III), Lord Berkeley (1326–61) and Katharine, widow of Sir Peter de Vele, his second wife, was born at Berkeley in June 1348 (Smyth, i, 348–9). The manor of Kings Weston, Gloucs., was settled on him, together with this land acquired from St. Mark's in exchange for Berkeley land in Iron Acton, but the infant Thomas died the following year, and the charter lies within these dates. The property intended for him passed to the fourth and only surviving son of Lord Thomas' second marriage, John Berkeley, ancestor of the Berkeleys of Beverstone. The witnesses were all Berkeley officials and retainers.

Quitclaim by Thomas de Berkeleye, lord of Berkeleye, to brother Richard de Yate, master of the house of St. Mark, &c., his brethren and their successors, of 5s. yearly rent issuing from a messuage and virgate of land with its appurtenances in Irenacton, together with all service pertaining to him from the same in exchange for 10 acres of land in La Lee which the master and brethren have given him in augmentation of his park of Overe. Thomas and his heirs and assigns will repair the enclosure of the said park at their own costs. Warranty and sealing clauses. [Witnesses as in no. 411].
Agreement between Richard de Dreycote, son and heir of William de Dreycote, knight, and Henry de Gaunt, master of the house of St. Mark, &c., whereby Richard grants to Henry and the house of St. Mark and their successors, in free, pure and perpetual alms, a yearly rent of one mark which Richard Curteis of Bristol has been wont and ought to render to the grantor for a meadow called Wainbroke, which lies towards King’s Barton (Bertonam domini Regis) by Bristol, between the meadow of the hospital of St. Laurence of Bristol and the meadow formerly of Richard de Pisa, taking the said rent yearly at the Nativity of St. John Baptist from Richard Curteis and his heirs. Richard de Dreycote and his heirs ought to warrant the rent to the master and brethren and their successors and acquit and defend them of suit of the hundred court and all other courts. Before the Nativity of St. John Baptist in the year of King ( )2, Richard de Dreycote or his heirs ought to procure for the master and brethren a confirmation of this grant by sir Henry de Waddone, and at the command of the master or his successors and at their expense [f. 219] to procure a chirograph of the said grant at the next visit of the justices itinerant at Gloucester or before the justices of the Bench, whichever the master or his successors shall wish. Richard de Dreycote binds himself to observe this agreement in all things under penalty of £20 to be paid to Henry de Gaunt or his successors by distraint of the (?) sheriff (vic') of Ivelcestre, but he shall nevertheless remain bound to this agreement after the payment of the money. Sealing clause. 'Hiis testibus Jacobo la Warre tunc maiore Bristol'. Henrico Langeborde. Willelmo Beaumunt. Hamundo Clerico. Waltero de Parys. Elia Aky. Ada Forestario et aliis.'

For James la Warre as mayor of Bristol, see Appendix II, and for references to Henry Langebord and Hamo the Clerk in 1226-7, 1231 and 1235-6, see no. 133, note. Richard de Dreycote (Draycott, Som.) stood surety for Henry de Gaunt in an assize of novel disseisin in Som.,

De prato vocato Wainbroke in MS. hand at head of f. 219, above later part of this charter.

Year, etc. left blank.
Jan. 1243 (Som. Pleas, i, 156). Sir Henry de Whaddon and Letitia, his wife, sister of Sir Jordan la Warre of Knowle (no. 417) were parties to a Bristol fine in 1240-1, and with his brother-in-law, Sir Henry was a witness to the agreement of 1240 between the Abbot of St. Augustine's and the burgesses of Bristol for the new channel of the Frome (G.R.B., i, 182, ii, 90). He may very probably be identified with the tenant of that name who held a knight's fee in Wilts. of the Earl of Hereford and half a fee in Whaddon, Wilts., of the Earl of Salisbury in 1242-3 (Bk. Fees, pp. 712, 721) and died before Jan. 1254, leaving his son, Humphrey, as his heir (Cal. Inquisitions, Henry III, p. 80.)

414 [Circa 1235-48]

Charter of Richard de Dreycote granting to Henry de Gaunt and his brethren a yearly rent of one mark from the meadow called Wainbroke in free, pure and perpetual alms. [Property, clause of warranty and witnesses as in no. 413].

415 [Circa 1240-1248]

Charter of Henry de Waddone giving to Richard Curteys of Bristol the meadow called Wainbroke without Laffard's Gate (extra portam Laffardi), which in length extends from the land of Richard de Pisa to the enclosure (parrocum) of the lepers of St. Laurence and in breadth lies between the ditch of Wainbrookes-hulle and the ditch called 'le Dynuge'; to hold to him and his heirs or attorneys of Henry and his heirs or attorneys, rendering one mark yearly at the Nativity of St. John Baptist for all services and demands. Power for Richard and his heirs or attorneys to give, sell, pledge or exchange the meadow to any except religious or Jews, saving the said rent. For this Richard has given Henry 15s. 4d. silver by way of entry. Warranty and sealing clauses. 'Hiiis testibus domino Georgio de Rubly. Samsone de Bygod. Willelmo Clerico. Willelmo la Warre. Simone Clerico. Willelmo de Theuertone. Roberto de Guldenebed'. Ricardo Capellano et aliis.'

For the donor, see no. 413, note. The charter cannot be later than no. 420 (1248).

416 [Circa 1240-54]

Acknowledgement by Henry de Whaddon to Richard, son of Richard Curteis, that he and his heirs are bound to acquit Richard and his heirs and assigns of all suit of court to the hundred of
Berton Bristol for the meadow without Laffard's Gate called Wainbroke, which he demised in fee to Richard, father of the said Richard, for the free service of one mark yearly rent. If Richard and his heirs and assigns suffer any expense through failure of such suit of court, Henry and his heirs are bound to indemnify him therefor, and are bound to warrant the said meadow. Sealing clause. 'His testibus dominis Johanne de Chereburge. Ricardo Aylarde. Willelmo Clerico. Simone Clerico. Galfrido de Camera. Warino le Panet'. Willelmo Burell'. Rogero persona de Lynecan. Johele Clerico et aliis'. For this the said Richard has also given him 20s. sterling.

For the date see nos. 413, 417, notes.

417 [1254-69]

Charter of Leticia, widow of Henry de Whaddone, in her lawful widowhood, quitclaiming and confirming to Henry de Gaunt and the chaplains, clerks &c. of the house of St. Mark, &c., and their successors a yearly rent of one mark to be taken of the meadow of Wainbroke lying near the Barton of Bristol Castle (prope Bertonam Castri Bristoll''), which rent Richard de Dreycote formerly sold to Henry de Gaunt and his successors: to hold the said rent, with all her right therein, in free, pure and perpetual alms. [f. 220v]. Warranty and sealing clauses. 'His testibus Jordano la Warre de la Knolle milite fratre meo. Simone Clerico tunc maiore Bristoll'. Willelmo de bello monte. Johanne Wissi. Rogero de Berkham. Willelmo de Veym. Henrico de Lychefeld Clerico qui banc cartam composuit et aliis.'

For the donor, see no. 413, note. The date lies between 1254, when Sir Henry de Whaddon died, and 1269, when Henry de Gaunt resigned his mastership.

418

[Another version of the same. Terms and witnesses as in no. 417].

[1254-69] 419

Charter of William de Whaddone, son of Henry de Whaddone, confirming the charter of Leticia, widow of the said Henry [recital of no. 418 follows]. William quitclaims to the master, chaplains,
clerks and their successors all his right in the said meadow, [f. 222v] and he confirms everything done by the said Leticia, his mother, both her charter of confirmation of the meadow and her acquittance of the said meadow of the hundred court of the Barton. He grants also that if he or his heirs wrongfully do anything contrary thereto, he may be compelled by the mayor of Bristol or the bailiff of the same for the time being to observe the foregoing in full and to make satisfaction for any expense or loss on his account or that of his heirs in pleas or in any other way which may be suffered by the master and brethren, without the necessity of proof by witnesses brought forward by the master. Likewise the dean of Bristol for the time being may compel him and his heirs by means of ecclesiastical censures. He grants also that, at the master's expense, he will make a chirograph, in the king's court, if it should be necessary, of all agreements, whether on his own behalf or on behalf of Leticia, made with the master, chaplains and clerks in the same court. Sealing clause. 'Hiis testibus Rogero de Berkham tunc Maiore Bristoll'. Willelmo de Berwyk et Hugone Mighell' tunc prepositis eiusdem ville. Willelmo de Bello monte. Ricardo Juvene. Willelmo de Bruges. Petro Aurifabro. Ada ballivo de la fiere. Willelmo de la feire. clericco et aliis.'

For the date, see no. 417, note. The donor was perhaps a younger son of Henry de Whaddon.

Agreement between Henry de Gaunt, master of the house of St. Mark, &c., and Richard Curteis of Bristol, whereby Henry is bound to Richard in 16 marks' worth of beans, to be paid to Richard before the feast of St. Gregory, A.D. 1248, namely, that he shall have each crannock for 3s. 2d. If Richard has not been paid before or upon the said feast in beans, Henry shall satisfy him in 16 marks sterling, and remain thereby quit of the payment in beans. After he has been paid, either in beans or in money, [f. 222] upon or before the said feast, Richard shall put Henry in seisin of the meadow called Wainbroke, which he has bought from Richard, and Richard shall make a record of the sale of the meadow, sealed with his seal. Sealing clause.
WAINBROKE  253

421  [Circa 1248]

Agreement between Richard Curteys of Bristol, son and heir of Richard Curteis, and Henry de Gaunt, master of the house of St. Mark, &c., whereby Richard binds himself and his heirs to Henry and his brethren and their successors to pay yearly at the Nativity of St. John Baptist a rent of one mark from the meadow called Wainbroke lying towards King’s Barton, provided that if they are impeaded by royal writ or otherwise and evicted, according to the law of the land, Richard and his heirs shall be free of such payment. Sealing clause. ‘Hiis testibus Jacobo la Warre tunc maiore Bristoll’. Willelmo Clerico. Simone Clerico. Thoma Longo. Willelmo de bello monte. Waltero Parys. Philippo de Stoke et aliis.’

422  [1248–57]


Sir William Fokeram, who held land at Stourdon (in Winterbourne) and Henton, near Dyrham, Gloucs., died before 23 April, 1257 (Exc. e Rot. Fin., ii, 253; Cal. Inquisitions, Henry III, p. 383).

423  [1248–57]

Agreement between Richard Curteis, son and heir of Richard Curteis, and Henry de Gaunt, master of the house of St. Mark, &c., whereby Richard grants to the master and his brethren and their successors, in free, pure and perpetual alms, the meadow called Wainbroke, &c. and all his right therein. [f.223]. For this the master and brethren grant for themselves and their successors that Richard shall share in their prayers and in all spiritual benefices to be done in the said house for ever. Sealing clause. [Witnesses as in no. 422].
Notification by Richard Curteys, son and heir of Richard Curteis of Bristol, that he is bound to Henry de Gaunt, master of the almonry of St. Mark, &c., and the brethren of the same, and their successors, in one mark of yearly rent, to be paid at the Nativity of St. John Baptist from the meadow called Wainbroke &c., provided that if they are impleaded by royal writ or in any other way and evicted according to the law or customs of the land, Richard and his heirs shall be free of such payment. Sealing clause. [Witnesses as in no. 421].

Obligation by Richard Curteys of Bristol [f. 223v] binding himself to Henry de Gaunt, master of the house of St. Mark, &c., to come at the command and will of Henry before the king’s justices next itinerant at Gloucester to make such security as Henry shall wish for the meadow of Wainbroke, &c., which he has given to the said house. He is bound also to make the same security in the hundred court of Barton by Bristol. 'Hiis testibus dominis Priore Sancti Bartholomei. Roberto de Stanford. Petro. et Hugone. et Roberto de Albindon de Sancto Marco Capellanis. Henrico de Lychefeld. et Radulfo de Berkeley. Clericis et aliis. Datum &c.'

Quitclaim by Dionisia, widow of Richard Curteys of Bristol, in her widowhood and lawful power, to brother Gilbert, master of the house of St. Mark, &c., and the convent of the same, and their successors, of all her right in the meadow called Wainbroc, &c., which they had of the gift of Richard. For this the master and convent have given her 20s. of silver. Sealing clause. 'Hiis testibus Reginaldo de Panes tunc maiore Bristoll'. Ada de Wynton'. Georgio de Lydeyard. Johanne de Lydeyarde. Rogero de Cauntoke. Johanne Wyssy. Johanne le Clerk et aliis.'

Quitclaim by Richard le Beele, [f. 224] in free, pure and perpetual alms, to the master and brethren of St. Mark, &c., of all right which he has or could have in that ditch, with its appurtenances,
WAINBROKE

which they have made to enclose their meadow of Wainbroke, and which, as begun and excavated at the time of the making of this instrument, runs alongside his land, which lies upon Berehulle on the northern side of their meadow: to hold the ditch with its appurtenances, digging, deepening and flooding it with water at their convenience, without impediment from him or his heirs. Warranty of the ditch as described above against all men. Sealing clause. 19 April 3 Edward I. ‘Testibus Ricardo de Kynghestone tunc Constabulario Bristoll’. Thoma de Redelande. Gilberto Textore. Rogero Haukyn’. Willelmo de Cantok. Willelmo de Chaury. Johanne Dodde et aliis.’

428 [4 May 1340]

Copy of court-roll of the hundred court of Barton by Bristol, Thursday before the feast of St. John before the Latin Gate, 13 Edward III. The master of the house of St. Mark is attached to show in what way he holds the meadow at Wainbroke and he comes to this court and shows a charter of feoffment from one Richard Curteys to his predecessors and a charter of confirmation thereof by the lord king. Hence he is quit of suit &c.

429 [2 Aug. 1374]

Inquisition taken before Henry de la Ryver, knight, John Stanshawe, and Ralph Waleys, sitting as commissioners at the hospital of St. Laurence within the Barton, 2 August 48 Edward III, concerning all the meadow called Wainbrokesmede with its appurtenances, by oath of Thomas att Hethe, John Eyton, Thomas Culfer, Robert Culver, Thomas Ouernown, Roger Welche, William Honypyn’, William Forster, William Russell, Henry Wilkyns, Roger Bate and John Sacker. They say upon their oath that the master of the house of St. Mark of Bristol is lord and possessor of the said meadow with its appurtenances, by gift of Richard Curteys, son and heir of Richard Curteis of Bristol, in free, pure and perpetual alms. They say also that the meadow lies and is separate throughout the year, and that the master and brethren have their own way from the meadow to Chislane for their goings and comings and for all their carriage above (supra) and beyond the head of the king’s furlong, without any impediment.
Copy of court-roll of the hundred court of Barton by Bristol. At the court of Hockday term held before Simon Wyngham, under-steward (subsenescallo), 11 May 7 Henry IV, William Lane, master of the house of St. Mark, &c., was distrained to make suit every three weeks for the land which he claims to hold of the lord within his lordship of Barton hundred. The master appeared in person and alleged that he ought not to make suit and then in full court he displayed a charter recited below and sought that he and his successors should be free of such service. After the charter had been read, by the advice of the under-steward (having full power in this matter) and the suitors of the court, it was decided that the master ought not to make suit for the land and tenements contained in the charter, and that he held no other lands or tenements within the lordship, and so in full court he was dismissed from making further suit. [f.225]. The tenor of the charter is as follows [recital of no. 422]. In witness of this dismissal the under-steward has attached his seal to these presents.
MISCELLANEOUS CHARTERS

[ f. 226] 431 [Circa 1235-45]

Agreement between Ignacius de Clyfton, knight, and Henry de Gaunt, master of the almonry of St. Mark &c., whereby Ignacius grants to the Blessed Mary and the Blessed Mark and to Henry and his successors and the chaplains and brethren of the said almonry, or their assigns, all that messuage, with the curtilage and spring contained therein, and hedges and ditches with their appurtenances, which Matilda, widow of Simon de Clifton, once held, in free, pure and perpetual alms: to hold of Ignacius and his heirs, rendering yearly to them or their assigns 3s. sterling by equal portions at Easter and Michaelmas, for all royal or secular service or temporal exaction or demand, provided that Henry or his successors shall have no claim by reason of this charter upon the other lands once held by Matilda or her husband. The master and his successors shall have power over all the land of Ignacius either above or below the said spring for the purpose of digging and leading away the water whither they wish, without charge or interference by Ignacius. Be it known that Henry de Gaunt has given Ignacius 36s. sterling, namely, the rent from the land for the next 12 years, wherefore Ignacius and his heirs and assigns shall be able to claim nothing thence until the completion of the said term. Power thereafter for Ignacius, his heirs or assigns, to distrain for non-payment of rent upon chattels found in the said tenement. [f. 226v] Clause of warranty. Given in the year of King [ ], and made in the form of a chirograph sealed by both parties. 'His testibus dominis Johanne de Salso marisco. Jacobo la Warre tunc maiore Bristollie. Willemo le Veym. Willelmo de la Haye. Willelmo Sauvage. Willelmo filio Nicholai. Elia Aky. Ricardo Tinctore. Willemo Gateuile. Rogero de Oxon' Clerico et aliis.'

Ignacius de Clifton held 3 knight's fees of the Earl of Gloucester in Easton-in-Gordano and Radstock, Som., and Clifton (by Bristol), Gloucs.: he was still living in 1273 (Cal. Inquisitions, Henry III, p. 159). In 1240 he witnessed the agreement between the Abbot of St. Mark and Henry de Gaunt. 

1 Year omitted in MS.
Augustine's and the burgesses of Bristol for the new channel of the Frome (G.R.B., ii, 90).

For James la Warre as mayor of Bristol, see Appendix II.

Charter of Ignacius de Clyftun, knight, giving to Henry de Gaunt and the house of St. Mark &c., the tenement formerly held by Matilda, widow of Simon de Clifton. [Property, conditions and witnesses as in no. 431, except that a simple sealing clause replaces the chirograph clause].

Confirmation by William Botreaux, lord le Botreaux, lord of Clifton in the county of Gloucester, of an inquisition taken at Clifton, Monday after St. Luke, 41 Edward III, [25 Oct. 1367] before William Wrowtone, John Seriant and Ralph Waleys, sitting by special commission of the king to inquire among other things concerning the common of pasture claimed by the master and brethren of the house of St. Mark within the lordship of Clifton, by oath of Thomas Attehethe, Roger Welshe, John Weston', John Croke, John Eyton, William Honypyn', William Forster, Thomas Culver, Robert Culver, William Russell, Henry Wylkyns and Thomas Ouernown'. They say upon their oath that the master and brethren have common of pasture there for their animals, namely, a bull, 6 cows, and 24 sheep, throughout the lordship of Clifton, [f. 227v] in the same way that the lord and his free tenants have common of pasture for their animals at all times of the year. They have this by the gift of Elias de Clyfton, lord of Clifton, in free, pure and perpetual alms, and they are seised of it in right of their church of St. Mark. Lord Botreaux now ratifies and confirms the above, Bristol, r September in the year of King [ ].

The manor of Clifton, Gloucs., passed from the Cliftons to the St. Loe family and on the death of Sir John St. Loe in 1375, his inheritance was divided among his three surviving daughters and coheirresses. The youngest, Elizabeth, married William, 2nd lord Botreaux, who had livery of his lands in 1392 and died in 1395 (Bates Harbin, op. cit., pp. 39-40; Comp. Peerage, ii, 242). In A. S. Ellis, 'The Manorial History of Clifton', Trans. B.G.A.S. iii, 1878-9, p. 221, this confirmation is attributed to his son, William, 3rd lord (d. 1451), but it seems more likely to have been made by the father.

1 Year omitted in MS.
Charter of Ralph de Stourton, rector of the church of Beverstone, giving to Henry de Gaunt, master of the house of St. Mark, &c., for his homage and service, all his land of Wytinton', with all its appurtenances, which he had of the gift of Geoffrey de Alurystun', chaplain; to hold of Ralph and his heirs or assigns to him and his successors serving God and St. Mark at the said almonry, or to whom he may wish to give, sell or assign the same, freely and quietly in woods and fields &c., rendering yearly therefor to John de Wytinton', his heirs or assigns, a pair of spurs or 1d. at Michaelmas in the vill of Wytinton' for all service due to them, and 2s. yearly to the chief lord, namely, sir Richard de Scrupes and his heirs, to whom the 2s. is owed yearly at the feast of St. Peter ad Vincula from the said land for all services, as is more fully testified in the chirograph made between Richard and John de Wytinton' before the king's justices. 

Clause of warranty. For this Henry has given Ralph 32 marks of silver in consideration.


The dates are those of the mastership of Henry de Gaunt.

Agreement made on the morrow of St. Luke, 1248, at Gloucester, between Henry de Gaunt, master of the hospital of St. Mark, &c. and Peter Burgeys and Lucy, his wife, whereby Henry and his successors shall give to Peter and Lucy, for their lives, in survivorship, 2 marks of silver yearly by equal portions at Christmas, Easter, the Nativity of St. John Baptist, and Michaelmas, at Bristol within the said hospital or in another place specially appointed, and shall also find them a house in which they may dwell for the term of their lives. Henry de Gaunt has granted also to Peter and Lucy all his right in the wardship of Adam Bossun, who was in Henry's custody. For all this Peter, in full county court at Gloucester, has recognised all the land which he held in the vills of Sylmbrigge, Gosyntun, Hurst and Kyngeston, together with the houses which he occupied in Sylmbrigge, to be the right of Henry de Gaunt and of those to whom he may
wish to assign them, concerning which properties Peter was impleaded by the king's writ of right by Henry de Gaunt in the same county court. Peter has given seisin to Henry of the properties, as was claimed by Henry in the writ of right. Made in the form of a chirograph, and sealed by Henry de Gaunt for himself and his successors, and by Peter for himself and his wife. 'Hiis testibus dominis Nicholao de Monteacuto tunc Vicecomite Glouc'. Henry de Droyes. Ricardo de Cromhall. Gilberto de Shipton. tunc Coronatoribus domini Regis. Reginaldo de Ocle. tunc Constabulario. Willelmo le Butiler. Jordano de Budiford. Simone de Westoune et aliis.'

The original of this document is in the Bristol Archives, deed no. 3738 (1). A Peter Burgeys was farming land from the Abbey of St. Peter's, Gloucester, at Frampton Cotterell, Gloucs., in the time of Abbot Henry Foliot (1228–43) (Historia et Cartularium S. Petri Gloucestrie, Rolls Series, 1803, i, 294–5).

Quitclaim by Maurice de Berkeleye to Henry de Gaunt, master of the almonry of St. Mark of Billeswike and the brethren there serving God and their successors, of a virgate of land once held by Leticia, daughter of master Maurice de Slymbrugge, which pertains to the hamlet of Hurst, together with the messuage, curtilage and garden which Maurice held for a time in Slymbrugge, and all his right in the virgate, messuage, &c., saving the upkeep of a lamp burning perpetually in the church of Slymbrugge, and saving the other services which in the time of the said Alice¹ used to be done yearly for the said lands after provision for that lamp, which services Henry and his brethren shall continue to do. For this Henry has given him 30 marks of silver and a tun of choice wine. Warranty and sealing clauses. 'Hiis testibus venerabile patre Willelmo² de Cantilupo. [f.229] tunc Wigorn' Episcopo. Magistro Thoma de Jonestone tunc Archidiacono Glouc'. Dominis Ricardo de Cromhall. Mauricio de Sals marisco. Waltero de Burg. Johanne de Salso marisco. militibus. Magistro Waltero de Taney tunc Senescallo meo et aliis.'

Maurice (II), lord Berkeley, succeeded to his father's estates in Dec. 1243 (Smyth, i, 126) and Walter, bishop of Worcester, died 1266. This probably belongs to the earlier part of that period: the first three

¹ Sic: ? for 'Leticie'.
² Sic: for 'Waltero'.

486 [1243–66]
knights among the witnesses appear together in a release of 1248, and Maurice de Saltmarsh and Walter de Taney, lord Berkeley’s steward, in a charter of 1247 (Jeayes, pp. 98–9).

437 [Mid-13th century]

Quitclaim by Robert Fortred of Langford to Henry de Gaunt, master of the almonry of St. Mark, &c., the chaplains and brethren of the same, and their successors, of all his right in the mill of Langford, which Adam Fortred, his father, formerly held. For this Henry has given him 4s. Warranty and sealing clauses. ‘Hiis testibus domino Roberto de Gournaye. domino Thoma de Autevile. domino Ada de Aistone militibus. Roberto de Coker. Simone de Munford de Sandford. Thurstono aurifabro de Ivelcestre. Waltero Alain. Willelmo Motun. Galfrido Cachefreins. Roberto Wrench et aliis.’

Sir Thomas de Hauteville witnessed a number of Wells deeds between 1228 and 1259 (Cal. Wells MSS., i, 48, 78, 79, 136, 139).

438 [1246–69]

Charter of Walter Alayne of Langford giving to Richard de Portesheved, clerk, for his homage and service, all the messuage and mill of Langford, with its appurtenances, [f.229v] which Adam Forthered once held of Walter: to hold to him and his heirs or assigns of Walter and his heirs, rendering to them yearly by equal portions at Christmas and the Nativity of St. John Baptist 2s. of silver for all services, &c. Warranty and sealing clauses. ‘Hiis testibus domino Roberto filio Pagani. domino Ada de Assetone. Roberto de Burtone. Ada de Portesheved. Roberto de Westone. Petro de Sancto Mauro. Willelmo de la Burne. Philippo de Carsewell. Hillario de Campo florido et aliis.’

Sir Robert FitzPayn was a minor in the custody of his mother, Margaret, in Dec. 1237 and came of age in July, 1246 (Close Rolls, 1237–42, pp. 14–5; 1242–7, p. 446). Hilary de Campo Florido was of full age at the death of his father, Henry, in 1255 (Cal. Inquisitions, Henry III, p. 97).

439 [1246–69]

Charter of Richard de Portesheved granting to Henry de Gaunt, master of the house of St. Mark, &c., the chaplains and brethren of the same and their successors, in free, pure and perpetual alms,

Charter of Nicholas, son of Roger, granting, for the health of his soul and the souls of Sibilla and Wentleyana, his wives, and of his ancestors and heirs, to God and the Blessed Mary and the Blessed Mark and to Henry de Gaunt, master of the almonry of St. Mark, &c., and the chaplains and clerks of the same, and their successors, in free, pure and perpetual alms, the right of digging peat on his moor of Tykeham and of cutting and collecting sedges and rushes for their use when they shall think fit, with appurtenances necessary thereto: to hold this right freely and quietly, &c., answering to none save God in their prayers. They may have 3 men working there daily in suitable and accustomed places at times when others are accustomed to dig and cut, but they shall not despoil his or his heirs' crops or meadow if, through his industry or that of his [heirs], the moor should be brought into cultivation or converted to meadow. The master, chaplains and clerks, for themselves and their successors, have freely admitted Nicholas, Sibilla and Wentleyana, his wives, and their children and ancestors to share in all good works to be done in the almonry for ever, and will celebrate annual obits for him and his wives with due ceremony. Warranty and sealing clauses. ‘His testibus dominis Matheo de Cluedon. Ada de Aston. Nicholao de la More. Johanne de Salso marisco. Willelmo de Tilly militibus. Radulpho de Cern’ Clerico. Johanne de Capenore. Willelmo le Veym. Matheo de Baggepath’. R. de Chaundos. Henrico de Lichefeld Clerico qui [f. 230v] hanc cartam composuit. et multis aliis.’

Nicholas FitzRoger, a grandson of Robert FitzHarding, was lord of Tickenham, Som., and Hull and Nimpsfield, Gloucs.; he paid relief for his lands in 1230 and died before 26 May, 1262 (Smyth, i, p. 47; Cal. Inquisitions, Henry III, p. 145). Smyth mentions his wife, Sybil, but not his second wife.
441


For Nicholas Fitz Ralph, grandson of Nicholas FitzRoger, see Smyth, i, p. 47; he was dead before 25 Dec., 1312 (Cal. Inquisitions, v, 228).

442

Notification [French] by Nicholas le fiz Rauf to John Beneit, reeve of Tykeham, that he has confirmed his ancestor's grant to the 'Meistre de Bileswyk' and the chaplains and clerks there, of the right to dig peat, &c., on his moor of Tykeham, and order to John to permit them to dig peat, &c., accordingly.

For the date, see no. 441, note.

443

Charter of Matthew de Brues, for the health of the souls of the noble King Henry of England and Queen Eleanor and their children, and his own soul and those of his father and mother, Margery, his wife, and their heirs, ancestors and successors, giving to brother Thomas de Lechelade, master of the house of St. Mark, &c., the brethren of the same and their successors, 6 acres of land (according to the measure used in Ireland) lying in the field of Coluerwysaur, which extend towards the land known as Crokes Templars (Crok' Templariorum) and also the site of the oratory being built in the name of the Blessed Anne on the east side of the said 6 acres (locum eiam oratorii nomine beate Anne construendi a parte orientali eiusdem sex acrarum terre) and a messuage which William de Cornwalse formerly held [f.23rν] of Matthew in the vill of Croke, lying between Matthew's tenement and that of Thomas de Brues, and the advowson of the church of St. Nicholas of Drumrosk, with its appurtenances, in the diocese and county of Waterford: to hold of him and his heirs and assigns to them and their successors freely and quietly, &c., in free, pure and perpetual

Nothing is known of the donor. Thomas FitzMaurice (d. 1298), lord of Decies (Munster), Desmond and the castle of Dungarvan, Keeper of Ireland in 1295, married Margaret, daughter of Sir Thomas Berkeley, lord Berkeley (Comp. Peerage, iv, 234–6).

The Templars' land at Crooke, co. Waterford, had been included in a grant to them by King Henry II (Cal. Documents relating to Ireland, 1171-1251, ed. H. S. Sweetman, p. 13), and was confirmed to them by Edward I in 1280 (ibid., 1252–84, p. 368).

[29 Sept. 1284]


[ff. 232–232v]

[A further copy of no. 443, terms and witnesses as above, but omitting the dating clause.]
APPENDIX I

TRANSCRIPTS OF DOCUMENTS

1

*CARTA DOMINI HENRICI DE GAUNT FUNDATORIS DE DONACIONE TERRARUM ET REDDITUS PER EUNDEN HENRICUM CONCESSUM DOMUI SANCTI MARCI DE BILLESWIK IMPERPETUUM*


1 Sic.
CARTA DOMINI ROBERTI DE GOURNAY MILITIS FUNDATORIS NOSTRI.

Omnibus Christi fidelibus presens scriptum inspecturis vel audituris\(^1\) Robertus de Gournay salutem in domino. Noveritis me divine pietatis intuitu et pro salute anime bone memorie Mauricii de Gaunte\(^2\) avunculi mei et pro salute mea et omnium antecessorum et successorum meorum Cum in plena per dominum regem essem seipsum et potestate de omnibus terris et tenementis me a dicto Mauricio hereditaria contingentibus dedisse et concessisse et hac presenti carta mea confirmasse in liberam puram et perpetuam eleemosinam deo et beate Marie et beato Marco et magistro\(^3\) Eleemosinarie de Billeswyk\(^4\) ad sustentacionem dicti magistri et trium capellanorum ibidem perpetuo pro fidelibus\(^5\) celebranciis et ad refectionem viginti et septem pauperum\(^6\) singulis diebus imperpetuum, manerium de Poulet\(^7\) cum omnibus pertinenciis suis sine ullo retinemento. in dominis, in villenagis, in liberorum homagiis, et serviciis. in molendinis et omnibus libertatibus et libris consue tudinibus ad predictum manerium pertinentibus et molendina de Were cum omnibus pertinentiis suis cum tota dicti manerii sequela. in stagnis et aquis. et aquarum cursubus. in piscaria et omnibus emendacionibus que in eisdem molendinis apponi possint.\(^7\) et molendina de Radewyk cum omnibus pertinentiis suis cum tota dicti manerii sequela. in stagnis et aquis. et aquarum cursubus. [f. 2] et omnibus emendacionibus que in eisdem molendinis apponi possunt.\(^8\) et quatuor marcas redditus in Bristoll' cum omnibus pertinentiis suis. videlicet de domo que fuit Roberti filii Hardynge\(^9\) quam tenuit David la Warre duas marcas. et de domo Petri la Warre in Bradstrete unam marcarn. et de domo que fuit Ricardi Corduanarii iuxta Pisam unam marcarn. et domos meas de Billeswyk' cum omnibus pertinentiis suis sine ullo retinemento. Salvo tamen michi et heredibus meis tantum ad custum nostrum proprium hospicio nostro cum illuc venerimus absque gravamine vel impedimento diciturum magistri et capellanorum et pauperum ibidem reficiendorum. Concessi eciam pro me et heredibus meis quod si inter dictum Mauricium et canonicos Sancti Augustini de Bristoll' compacciis firme bladi aliquando extiterit nulla decetero habeatur. Et quod decendente\(^10\) dicte Eleemosinarie magistro\(^11\) administracio elemosine terrarum reddituum rerum et possessionum donec magistrum habuerint in manibus dictorum consistat capellanorum

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\(^1\) visurus vel auditurus G., W.; ad quos presens scriptum pervenerit M.  
\(^2\) Gaund G., W.; Gaunt M.  
\(^3\) pro fidelibus omitted W.  
\(^4\) Pouleth W.  
\(^5\) possint W.  
\(^6\) et possint W.  
\(^7\) Hardynk', W.  
\(^8\) decedente G., W.; decedendo M.  
\(^9\) nostro M.  
\(^10\) centum pauperum G., W., M.  
\(^11\) nostro M.
qui pro tempore fuerint qui ex se vel aliis virum ydoneum eligant in magistrum. ipsum michi et heredibus meis presentantes qui ad presentationem meam et heredum meorum per loci diocesanum admittatur et per eundem in dicta Elemosinaria magister insti-

[The variants listed below in the footnotes are those of Reg. Giffard, ff. 15d–16d, and Reg. Winchelsey, ed. Graham, ii, 867–70, cited as G. and W.]

ORDINACIO WALTERI WIGORN' EPISCOPI CUM CONCENSU
ROBERTI DE GOURNAY ET HENRICI DE GAUNT FUNDATORUM
DE REDDITIBUS ET TERRIS PER EOSDEM ROBERTUM ET
HENRICUM PERQUISITIS.

Hec est Ordinacio facta auctoritate et consilio venerabilis patris Waltri dei gratia Wigorn' Episcopi intervenientibus de concensu Dominorum Roberti de Gournay patroni Elemosinarie Sancti Marci de Billeswyk' et Henrici de Gaunt tunc magistri eiusdem de redditi-
bus et terris per dictum Henricum perquisitis et ad dictam Elemosinariam spectantibus. scilicet de manerio de Stoklonde cum advocacionibus ecclesiarum de Stoklonde et de Cantoksheved. et de manerio de Erdicote et de La Lee cum pertinenciis. et de terris

1 contraire W.; contraria velint M.  2 ipsius qui M.  3 acquietabimus et defendemus imperpetuum ommitted G., W.  4This witness omitted, M.  5 dominum, W.  6 requisiitis W.  7 Stokland G., Boclond W.  8 Herdecote G., W.
perquisitis in Breuham et de molendino de Langford. et de redditibus
in ville Bristol'. ordinacione per dominum Robertum de Gournay
prius facta et a predicto Episcopo approbata de Magistro et Tribus
[f. 5] Capellanis in dicta Elemosinaria habendis et de pauperibus¹
Christi singulis diebus ibidem reificendi sicut in carta sua plenius
continetur in suo robore nichilominus duratura. Videlict quod in
numero dictorum pauperum² sint duodecim Scolares ad voluntatem
predicti magistri admittendi et removendi in Capis nigris et Super-
pellicis in choro tantum ministrantes pro dispositione Cantoris
quibus ubiers et prospiciatur secundum dispositionem eiusdem
magistri et facultates domus ex quibus unus eligatur qui alios sciat
disciplinare et instruere, cui eciam ubiers et competencius quam
alis provideatur. Ad hec ordinatum est preter ordinacionem
predicti Roberti. Quod Tres Clerici³ in sacris ordinibus constituti
et quinque fraters laici ibidem habebantur habitum⁴ ad modum
fratrum hospitalis de Lechelade deferentes excepto Signo eiusdem
Elemosinariae quod est crux alba⁵ et scutum rubrum⁶ cum tribus
anceribus albis in eods.⁷ Quod si contingent dictos sex clericos vel
aliqus eorum per dictum magistrum ad ordinem sacerdotalem
promoveri exsequatur officium suum nichilominus ad invicem in
ecclesia pro disposicione cantoris. Ultra vero supradictum numerum
capellanorum clerorum et fratrum plures ibidem non habebantur
habitum predictum portantes. Ita quod numerus capellanorum et
clericorum tresdecim non excedat nisi processu temporis domus
creverint facultates et tunc sic⁸ acceverint in caritatem domus
cedant prout magistro domus secundum deum visum fuerit ex-
pedire.⁹ Cum autem aliquis in fraternitatem predictam fuerit
admittendus et tempus probacionis habuerit tunc tantium scutum
in habitu suo imprimitur anno quoque probacionis expleto et
et ydoneus inveniatur tunc profiteatur et tunc scutum cum cruce
eidem apponatur vel infra tempus probacionis si instanter pecierit
et hoc juis dictaverit scutum cum cruce accipiat in superiore habitu
impessum vovendo substantiali ordinis scilicet contieminam
obedienciam et abdicationem proprietatis et alias dicte domus
observancias regularias qui admittendus si infra tempus probacionis
minus idoneus reperiat licenter absque contradiccione recedat vel
per eundem magistrum ammoveatur. In jejunis autem et alius
observancias teneant et habeant modum et ritum fratrum hospitalis
de Lechelade preterquam in divinis officiis in quibus se habebant
et gerant secundum consuetudinaria et ordinae Sarum. Quod si
[contingat]¹⁰ aliqua corpora mortuorum sepulture eiusdem loci legari
vel principum seu prelatum quemcunque ibidem accedere liceat

¹ centum pauperibus G., W.
² dictorum centum pauperum G., W.
³ tres capellani sex clerici G., W.
⁴ habitum omitted W.
⁵ W. adds gracilis in omni parte latera equalis latitudinis habens.
⁶ rubrum G.; cum scuto rubio in pede crucis situato W.
⁷ W. adds quem habitum jam ad tempus dimissum in festo Sancti Michaelis
⁸ si W.
⁹ nisi processu ... expedire omitted G.
¹⁰ contingent omitted Cartulary
predictis capellanis et clericis in habitu eiusdem Elemosinaria vel
cum solemniarii
tum Sarum eiusdem obviare.
ita quod dicto habitu non utantur alibi vel alias nisi tantum in choro
vel alibi dum vacant officiis ecclesiasticis. Circa ante missarum
solemnia celebrranda sita se habeant predicti capellani et clerici in
dicta elemosinaria. videlicet quod una missa celebretur solemniter
mane de beata virgine maria. secunda pro defunctis. et tercia de
die. et hoc fiat singulis diebus ex debito. Ceteri capellani celebrent
missas suas tam pro vivis quam pro defunctis secundum disposi-
cionem magistri et maxime pro benefactoribus domus. Postquam
vero celebrati fuerint missarum solemnna et alia officia divina.
duo capellani et predicti sex clerici habitum domus portantes
duobus fratribus laicis singuli cultellum in manibus portantes ad
scindendum panem debilium et impotentium ad eorum voluntatem
dictis pauperibus ministrent scilicet inter horam primam et terciam
ante prandium dictorum capellanorum et clericorum ut percepita
ibidem porcione sua nichilominus necessaria sibi possint alibi
adquire. Dicti vero magister capellani et cleric et fratres habitum
portantes in una doma dormiant similiter et in una domo scilicet in
refecto reficiatur set infra dictum refectorium nullus secularis
comedat vel bibat nisi de speciali licencia magistri tantum nec
eciam extra dictum refectorium aliquid eorum comedat vel bibat
infra septa dicte Elemosinaria nisi infirmitate detentus fuerit vel
sanguine minitus. et tunc in infirmary ad hoc preparata et assignata
pro disposizione magistri reficiatur. Magister tamen propter adventum
hospitum vel aliqua alia rationabili de causa in camera sua vel alibi ubi
duxerit eligendum licenter prandeat. hoc addito quando quod magister
inter hospites suos in mensa esse voluerit vel aliqua causa pre-
peditus non poterit unum de predictis capellanis clericis vel fratribus
habitum dicte Elemosinaria deferentibus loco suo ad hoc subroget
ad voluntatem suam. verum eciam quociens dictus magister extra
dictum refectorium comederit unum vel duos de predictis capellanis
habeat secum de dictis capellanis. Similiter quociens contigerit
ipsum aliqua loca adire sive infra villam Bristoli sive extra ob
quacumque causam vel in quibuscumque negocis. Item nullus
kapellanorum clericorum et fratrum supradictorum extra domum
suum in eodem municipio comedat vel bibat nisi in presencia
episcopi sui vel patroni vel in domibus religiosorum et hoc de
licencia magistri vel vices eius gerentis assumptoque tunc
secum aliquo de dictis capellanis clericis vel fratribus in habitu
dicte domus simul profisicantur et simul redeant ne aliquid eorum
infra municipium vagando solus videatur deambulare. Dicti vero
magister et capellani tantum utantur mantellis nigris et almiciis
nigris in mensa et infra septa dicte domus et alibi cum signo domus

1 solemnpi W. 2 maria omitted G., W. 3 celebrato fuerunt W. 4 predictis W. 5 cultellos W. 6 ministrant W. 7 alibi omitted W. 8 licencia omitted Cartulary. 9 W. reads noluerit, which has been taken as the better reading above, p. 9 10 sui omitted W. 11 vagando omitted W.
exteriori, equitando tamen et infra municipium ambulando capas nigras habeant cum signo eisdem impresso. 1 Dicti autem capellani clerici et fratres bonum panem habeant de frumento, similiter et bonam serviam bene brasiatam et bonum potagium cum uno ferculo et una pitancia secundum disposicionem magistri set vinum ad opus suum proprium non emant nec aliqua convivia faciant aliquos invitantes in dispensium et deterioracionem dictorum pauperum. In prandium autem et in cena et ad collacionem legatur aliqua lectio secundum quod moris est inter alios religiosos 2 pro dispositione cantoris. 3 Item si aliquis de predictis capellanis et clericis scribiet sciat vel utiliter notare ad preceptum magistri eaque usibus domus sedunt commoditati scribere debet et notare. Similiter si aliquis de dictis fratribus laicos in aliqua arte mechanicà fuerit instructus ipsum exequatur ad preceptum magistri et ad prefectum domus. Preterea unusquisque predictorum fratum laicorum officiis sibi a magistro assignatis tam extra domum predictam quam infra quando et quociens necesse fuerit secundum disposicionem magistri diligenter intendat. qui si in officio sibi commisso minus rite vel inordiné se gesserit ipso super hoc convicto ab eodem officio ammoveatur et alius loco suo prout visum fuerit magistro expedire 4 substituatur. Hoc eciam adhibito quod si forte terræ de Poulet quæ dictam spectat Elemosinarium que est iuxta mare fluctibus maris aliquo tempore submergatur quod abit unde fructus dictæ terre penitus vel maiori parte depereant. hoc Episcopo Wigorni qui pro tempore fuerit et patrono 6 dicte Elemosinarie per magistrum dicti loci demonstrato per eorum assensum facta prius super hoc inquisitione. porcio dictorum pauperum et sumptus circa eorum portionem impendendi moderetur 7 quousque de dicta factura dictæ domus restauretur. Concessit eciam dictus Episcopus pro se et successoribus suis dictam domum Sancti Marci quietam esse et absolutam [a] 8 procuracione sua et a visitacione archidiaconi loci vel eius officialis et ab obedientia dicto archidiacono [f. 6a] facienda quantum ad religiosos imperpetuum onus consistere 9 dictam domum et eius paupertatem pie respiciendo. Facta tamen 10 per eundem Episcopum vel per eius Officialen in dicta domo visitacione secundum formam juris. Nos quidem Walterus dei gracia Wygorn Episcopus hanc presentem ordinacionem inspiciendo eam auctoritate pontificai confirmamus. In cuius rei testimonium Sigillum nostrum unacum commune 11 sigillo domus Sancti Marci necnon et sigillas 12 dominorum Roberti de Gournay et Henrici de Gaunt tunc magistri eiusdem loci huic instrumento apponi fecimus. Datum anno gracie Millesimo CCXIX in crastino Exaltacionis Sancte Crucis.

1 The sentence from Dicti vero ... impresso omitted W.
2 alios et religiosos W.
3 expedire omitted W.
4 expeditio omitted W.
5 elemosine W.
6 a omitted Cartulary.
7 tantum W.
8 predentoris for cantoris W.
9 patrono omitted W.
10 incideretur W.
11 homos quod sustinet dicta domus G.
12 sigillo W.
13 commun G., W.
PLACITA INTER JOHANNEM AP ADAM ET ELIZABETHAM UXOREM EIUS ET ROBERTUM REDYNG TUNC MAGISTRUM DOMUS SANCTI MARCI.

Johannes ap Adam et Elizabetha uxor eius per attornatum ipsius Elizabethe petunt versus fratrem Robertum Redyng tunc magistrum domus Sancti Marci de Billeswyk' [f. 8] manerium de Poulett et duo molendina cum pertinenciis in Netherwere que idem magister tenet de predictis Johanne et Elizabetha per certa servicia et que ad ipsos Johannem et Elizabetham reverti debent per formam Statuti de Communi Consilio regni Regis inde provis'. eo quod predictus magister inde facere predicta servicia per biennium iam cessavit. Et unde dicunt quod cum predictus magister teneat de eis Tenementa predicta cum pertinenciis per servicium sustinendi quatuor capellanos quotidie divina celebrantes in ecclesia beati Marci de Billeswyk' pro animabus antecessorum ipsius Elizabethe et sustinendi singulis diebus per annum xxvii pauperes. ita quod unusquisque ipsorum habeat quolibet die unum panem ponderantem quadragina quinque sol. factum de frumento fabis et ordeo vel silagine cum sufficienti potagio facto cum farina avene et inveniendi ipsis Johanni et Elizabethe et heredibus suis racionabilem hospiciurum cum ibidem venerint ad custum ipsorum Johannis et Elizabethe et heredum suorum &c. Et de quibus serviciis Johannes pater ipsius Elizabethe cuius heres ipsa est fuit seisitus per manus ipsius magistri quousque idem magister per duos annos ante interpretationem brevis ipsorum Johannis et Elizabethe de predictis serviciis cessavit per quod accio &c. per Statutum &c. inde accrevit. Et inde producunt &c. Et magister per attornatum suum venit et defendit jus suum &c. Et dicit quod breve istud competit domino in causa quando dominus ille invenire non potest districccionem in tenementis oneratis de serviciis ei debitis. Et dicit quod predicti Johannes et Elizabetha semper hucusque poterunt invenire sufficientem districccionem pro serviciis si qua ei aretro fuissent. Unde petit judicium de brevi &c. Et Johannes et Elizabethe dicunt quod predictus magister tenet predictum tenementum cum pertinenciis de ipsis Johanne et Elizabetha pro predictis serviciis qua quidem servicia idem magister subtraxit sicut predictum est et hoc parati sunt verificare &c. Unde cum in Statuto domini Regis continetur. quod si tenementa data fuerint pro cantaria luminaria putura pauperum vel alia huiusmodi elemosina et elemosina illa subtracta fuerit per biennium competit accio donatoris sive eius heredum etendi tenementa sic data in dominico. petunt judicium &c. Et magister bene concessit quod ipse tenet tenementa predicta de predictis Johanne et Elizabetha. Et dicit quod cum breve istud competit domino non invenienti districccionem in tenementis oneratis &c. sint capta districccione ipsorum Johannis et Elizabethe pro serviciis si [f. Bv] qua &c. unde petit judicium. Et magister quesitus\(^1\) si teneat predicta tenementa de dictis Johanne et

\(^1\) MS. here reads (apparently) *quesunt.*
CONFIRMACIO FACTA PER ROBERTUM DE GOURNAY SUPER ORDINACIONE INTER MAGISTRUM SANCTI MARCI ET PRIOREM DE MAYDENBRADLEGH FACTA.

Omnibus Christi fidelibus ad quos presens scriptum pervenerit Robertus de Gournay miles patronus Eleemosinarie Sancti Marci de Billeswyk eternam in domino salutem. Noverit universitas vestra me inspexisse et intellexisse ordinationem factam inter priorem et fratres de Maydenbradgh ex una parte. et Henricum de Gaunt magistrum Eleemosinarie Sancti Marci de Billeswyk' [f. 22] in suburbio Bristoll' ex parte altera. videlicet super mutua societate et confederacione inter ipsos habenda in hec verba. Hec est ordinacio facta inter fratrem Johanne Priorem et procuratorem fratres et sorores domus conventualis de Maydenbradley ex una parte. et Henricum de Gaunt tunc magistrum Eleemosinarie Sancti Marci de Billeswyk' in suburbio Bristoll' et eiusdem loci fratres capellanos et clericos ex altera. videlicet quod idem magister capellani clerici et omnes successores sui de cetero in regulari professione et tam in habitu quam in victu et constitutionibus supradicte domus de Maydenbradley usitatis et appropabatis sacerdotibus et fratribus eiusdem domus conformabunt praeter quod in signo exteriori quod in superiori indumento idem fratres ante presentem ordinationem portaverunt et praeter cohabitationem mulierorum que sorores appellatur. quas a prima fundacione sua dicta domus de Maydenbradley dudum admissit. quibus per ordinacionem presentem nullatenus renunciare curavit. licet dicta domus Sancti Marci talem cohabitationem admirare recusaverit. Item non obstanti ordinacione presenti fratres eiusdem domus Sancti Marci protestati sunt expresse se velle uti consuetudinibus et ordinali Sarr' in obsequii divinis sicut antea usi sit. Adhec autem prior et procurator de Maydenbradley qui pro tempore fuerit eiusdem loci fratres et sacerdotes suos unum vel duos vel tantum numeras tres inhabitu existentes ad supradicte dominum Sancti Marci pro sue voluntatis arbitrio destinabit ibidem moram facturos quousque eos duxerit revocandum et nullominus plures ibi ad
perhendinandum recipiantur antequam alií premisis domi revocentur et dum ibi perhendinaverunt signum in superiori habitu deponant et hoc idem magistro domus Sancti Marci de fratribus suis in habitu existentibus licebit dicte domui de Maydenbrad’ ut prenominatum est quociens sibi visum fuerit expedire et dum ibi fuerint perhendinantes in superiori habitu signum domus assumant.


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CARTA ABBATIS ET CONVENTUS MONASTERII SANCTI AUGUSTINI DE BRISTOLL'.

Ricardus Abbas Sancti Augustini de Bristoll’ et totus Conventus eiusdem ecclesie Omnibus Sancte Matris ecclesie fidelibus salutem. Noverit universitas vestra nos1 consensu unamini concessisse et dedisse Galfrido capellano nostro mansionem quam tenuit pater eius cum ortulo eidem adiacenti tenendam de nobis per reddendos annuatim duos solidos ad duos terminos ad Pascha videlicet et ad festum Sancti Michaelis. Et hoc illi pariter concessimus ut quemcumque voluerit heredem sibi et successorem constituat eo tenore tamen ut qui sibi successerit et quicumque cuique suo successerit successori nobis ad prenominatos terminos duos annuatim solidos

1 MS. reads non.
APPENDIX I


CARTA HUGONIS DE BONA VILLA.

Omnibus Christi fidelibus ad quos presens carta pervenerit. Hugo de Bona Willa salutem. Noveritis quod Ricardus presbiter et Herebert presbiter et Robertus archidiaconus quondam persone Ecclesie de Superiori Staweye et omnes alii quicumque fuerunt persone vel vicariz sive presbiteri eiusdem ecclesie tempore Radulfii de Bona villa avi mei et tempore Hamonis de Bona villa patris mei. et pluribus annis tempore meo. et ipsi et omnes sui habuerunt toto tempore suo in bosco et pastura per totum feodum meum ubicunque voluerunt per totum annum totam pecuniam suam in bobus. vaccis. ovibus. capris. porcis et toto alteriusmodi instauro quietam et liberam ab omni herbagio et pannagio et omni seculari servicio. per libertatem et dignitatem illius ecclesie. Habeant eciam omnes ideam sine difficultate et impedimento et dilacione per illam eandem libertatem quando et ubi in boscis de feodo meo eis placuit ad husbote. et heybote et virbote et ad omnia negocia quantum volebant et opus habebant. hoc tamen domino bosci vel feodi si presens esset sive wodewardo suo prius osteno. Quia igitur predictam libertatem et dignitatem iam per aliquot annos propria voluntate et aliquando urgente necessitate mea contra salutem anime mee inde minivi et impedivi. ego ad cor modo rediens et veniam postulans de delicto eandem libertatem et dignitatem ita plenariam et integram sicut supradictum est Deo et beato Petro Apostolo et predicte ecclesie pro salute anime mee et animarum omnium antecessorum et successorum meorum per hanc cartam sigillo meo signatam restituo. et pro me et omnibus heredibus et successoribus et hominibus meis confirmo. Contra hoc per me nec per alium nunquam aliquld dicturum nec facturus et hie sic semper observand'. iuramento corporaliter prestito pro me et omnibus heredibus et successoribus et hominibus meis solemniter et publice in periculum animarum nostrarum proripa voluntate iuravi. Acta sunt hec multis presentibus ad hoc videndum et audiendum rogatis.

1 Sic.
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CARTA HUGONIS DE BONA VILLA.

Omnibus Christi fidelibus ad quos carta ista pervenerit. Hugo de Bona villa salutem. Noveritis me pro amore dei et pro salute anime mee et animarum omnium antecessorum et successorum meorum pure libere et spontanee concessisse et dedisse deo et beato Petro Apostolo et ecclesie de Superiori Staweie in puram et perpetuum elemosinam ab omni seculari servicio et demanda liberam et quietam totum boscum meum et terram et pasturam meam a Staweye harpet iuxta vetus Castellarium per viam que tendit ad Swilmoresheved et per Thieuen Weye usque ad crucem que est iuxta Solmereslake. et inde usque ad Solmereshaved. et inde usque ad crucem que est iuxta Trogh' Stokke. et inde per Staweie harpet usque ad predictam viam iuxta predictum vetus Castellarium. Et ut hec concessio et donacio mea deo et beato Petro et predicte ecclesie stabilis et firma sit inperpetuum. eam presenti carta et sigillo meo pro me et pro omnibus heredibus et successoribus meos duxi confirmandam. Nunquam contra hoc per me nec per alium aliquid dicturus nec facturus. et hec semper sic observanda iuramento corporaliter pro me et pro omnibus heredibus et successoribus meos propria voluntate prestito tactis sacrosanctis evangelii sub periculo animarum nostrarum solemniter et publice iuravi. Acta sunt hec multis presentibus ad hoc videndum et audiendum rogatis.

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CARTA HUGONIS DE BONEVILL'.

Sciant presentes et futuri quod ego Hugo de Bonevill' divine pietatis intuitu dedi et concessi deo et ecclesie beati Petri de Uverstaiveia tres acras terre in Uverstaiveia in puram et perpetuam et liberam elemosinam pro salute anime mee et predecessorum et successorum meorum. scilicet duas acras quas Kalebattre tenuit. iacentes in orientali parte culture ad eandem ecclesiam pertinentis in cuius parte occidentali sedet castellarium. cum toto prato quod iacet easdem acras in longitudinal earum in aquilonarii parte Rivuli de fonte Sancti Petri versus orientem descendentis. et unam acram iacentem inter terras eiusdem ecclesie scilicet in australi parte unius quam Frewarre tenuit. et preterea septem acras terre [f. 137v] quas Palmarius tenuit que iacent in occidentali parte domorum ecclesie et castellarii inter terram ecclesie antiquitus adiacentem et Regalem viam protendentem versus Shortdich'. Quare volo quod predicta Ecclesia prenominatas terras habeat et teneat libera et quietas ab omni exactione seculari. integre et pacifice cum omnibus libertatibus et liberis consuetudinibus dignitati et ordini ecclesiastico pertinentibus. Et ut hec donacio et concessio mea rata et inconcussa inposterum perseveret apposicione sigilli mei et testium subscriptorum presentem cartam corroboravi. Hiis testibus Ricardo Priore de Stock'. Magistro Ricardo de Feny tunc vicearchidiaconi. Magistro Willelmo de Spakeston'. Gocelino
APPENDIX I


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CARTA HUGONIS DE BONAVILLA.


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ALIA CARTA HUGONIS DE BONAVILLA.

Sciant presentes et futuri quod ego Hugo de Bonavilla consilio et assensu uxoris mee et heredum meorum dedi et concessi deo et ecclesie Sancti Andrei de Stock' et monachis ibidem Deo servientibus divina miseracione et pietatis intuito et pro anima patris mei et

\(^1\) MS. reads liberorum.
APPENDIX I


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ALIUD SCRIPTUM HUGONIS DE BONAVILLA

Dilecto domino suo et amico Heodorico de Molf' suus Hugo de Bonavilla salutem. Requiro ... dileccionem quatinus elemosinam quam bona voluntate mea et meorum [f. 136v] Ecclesie Sancti Andree de Stocb' perpetuo dedi et concessi. scilicet ecclesiam de Superiori Staueia et terram que est a semita usque ad viam manuteneatis et defendatis. et ne sinatis earn aliquatenus perturbari aut vexari dum nostre manui ac tutele suberit.

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Officialis Curie Cantuar' discreto viro Officiali Archidiaconi Taunton et Decano de Brugewater salutem in auctore salutis. Ex parte Religiosorum virorum Magistri et fratrum domus et ecclesie Sancti Marci de Billerswyke Wigorn' diocesis nobis exitit intimatum, quod ecclesia parochialis de Overstowe de Batho' et Wellen' diocesis ipsis et eorum domui et Ecclesie Sancti Marci predicte unita incorporata et annexa exitit a diu in ipsorum usus proprii perpetuo possidenda ipsamque ecclesiam de Overstowe de Batho' et Wellen' diocesis extitit intimatum. quod ecclesia parochialis de Overstowe de Batho' et Wellen' diocesis incorporacionis huiusmodi porcione vicarie ecclesie predicte duxit excepta cum juribus et pertinentiis suis universis, per non modica tempora pacifice possederunt. ex parte que Religiosorum predicorum in possessione huiusmodi ut premittitur existencium. metuencium ex quibusdam causis probabilibus et verisimilibus coniecturis grave sibi ac domui et ecclesiis suis predictis posse circa premissa prejudicium gravari. ne quis in ipsorum prejudicium circa premissa aliquod quicquam aliqualiter acceptaret ad sedem apostolicam et pro tuiocne Curie Cant' existit palam et publice legitime provocatum. Set quidam Rogerus Baker presbiter et prefate ecclesie parochialis perpetuus vicarius se pretendens dicta provocacione

1 One word illegible.
2 Sic. for attemptaret
que ipsum verisimiliter non latuit non obstante. post et contra eam. decimas bladi provenientes de quodam campo seu parte campi Pleynusfeld vulgariter nuncupato infra fines et limites parochie dicte parochialis ecclesie situato ad dictos Religiosos premissorum occasione et nomine pertinentes [f. 147v] in quorum que possessione tunc fuerant suo et ecclesiarum suarum predictarum nomine. valentes et se ad estimacionem decem solidorum et amplius exten­dentes. in autumno anno domini millesimo CCC° quinquagesimo contingente asportavit. occupavit. indebiteque abduxit. ipsosque Religiosos circa ius et possessionem ipsorum de quibus premittitur sic et alius multipliciter molestavit. inquietavit et perturbavit inustae seu premissa fieri mandavit et fecit. aut nomine suo facta rata habuit et accepta. in ipsorum Religiosorum preudicium non modicum et gravamen. Unde per partem Religiosorum predictorum sencencium se ad domum eorum et ecclesias suas prelibatas ex hiis gravaminibus et eum quolibet indebite pregravari ad dictam sedem apostolicam et pro tuicione Curie Cant’ extitit legitime appellatum. Quo ita vobis coniunctim et utrique vestrum divisim committimus et mandamus firmiter iniungentes quatinus prefato Rogero Baker presbitero ac ceteris omnibus et singulis quibus jus exigit inhiberi. auctoritate dicte Curie inhibeatis ne pendente in easdem Curia Cant’ huissmodi tutioris appellacionis negocio. quic­quam hac accione in dicte partis appellantis preudicium attemptet vel attemptent faciat aut faciant aliquiiter attemptari. quominus liberam habeat appellacionis sue huissmodi processionem proiu iustum fuerit utriusque. Citetis se citari faciatis peremptorie prefatum Rogerum Baker personaliter citaveritis necnon quid feceritis in premissis. nos aut alium dicte Curie presidentem dictis die et loco certificetis per vestre vel certificet ille vestrum qui presens mandatum recepit exequendum per suas patentes litteras harum seriem continentenes. Datum London xj° kalend. Julij anno domini M°CCC°mo lj°mo.

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DIMISSIO MANERII DE WYNTERBORNE GUNNORE DOMINO EDWARDO REGIS ANGLIE PRIMOGENITO PER HENRICUM DE LA MARE AD TERMINUM XX° ANNORUM.

Omnibus Christi fidelibus ad quos presens scriptum pervenerit Henricus de la Mare salutem in domino sempiternam. Noverit universitas vestra me die apostolorum Simonis et Jude anno regni regis Henrici filii Regis Johannis quinquagesimo dimisse concessisse

1 Sic: for sua debet.
ac motu proprie voluntatis mee ad firmam tradidisse domino Edwardo [f. 149v] Illustris Regis Anglie primogenito totum Manerium meum de Wynterborne Gunnore cum omnibus pertinencis suis cum homagiis et villenagiis redditiibus wardis et releviis pratis et pasturis liberis consuetudinibus et escaetis et omnibus libertatibus ad predictum manerium quoquo modo pertinentibus. habend' et tenend' de me et heredibus meis prenominato domino Edwardo et quibuscumque personis illud manerium dare vel assignare voluerit ac eorum assignatis quibuscumque ad terminum viginti annorum integraliter et plenarie completorum, habend' et tenend' bene et in pace et plenarie, per octo annos a tempore presentis concessionis proximo subsequentes nichil inde reddend' michi vel heredibus meis, quia predictus dominus Edwardus de predictis octo annis michi plenarie pre manum satisfecit. Predictus terminus octo annis integraliter evolutus, prenominatus dominus Edwardus et assignati sui per duodecim annos proximo subsequentes reddent michi et heredibus meis seu assignatis meis annuam vacem decem marcas argentii ad duos anni terminos. videlicet ad festum Sancti Michaelis vel infra octabas quinque marcas. et ad diem qui vocatur Hokdaye vel infra octo dies post quinque marcas pro omnibus serviciis consuetudinibus et secularibus demandis. videlicet sub hac forma. Quod si forte contingat quod infra predictum terminum viginti annorum predictum manerium de Wynterborne per receptionem dotis Matilde uxoris mee diminutum fuerit, seu scutagia contribuciones. vel tallagia seu hostilitatis manifeste infortunia per oppressiones Regum ac magnatum terre qui pro tempore fuerint futuris temporibus currant in regno Anglie seu receptiones alicuius pecunie in judaismo vel alio quocunque modo unde cumblandum sit de usuris. et alienaciones alicue terrarum vel reddituum in quorum pacifica possessione ego Henricus de la Mare aliqo tempore extitit per factum meum proprium. vel per defectum warencie mei vel heredum meorum facte fuerint vel impostorum alicue tempore contingere possint. volo et concedo pro me et heredibus meis quod omnia huiusmodi inconvenientia predicta in presencia mei seu heredum meorum per testimonium bonorum virorum predicti manerii fideliter et sine fraude computentur. et in solucione seu receptione predictarum decem marcarum annui redditus sine contradicione mei vel heredum meorum de anno in annum assignatis predicti [f. 150] domini Edwardi integraliter allocentur. Preterea volo et concedo pro me et heredibus meis quod si forte contingat quod Matilda consors et uxor mea processu temporis deo disponente me forte subvixerit, quod prenominata Matilda habeat et teneat totaliter dotem suam in maniero meo de Alvescote. ita videlicet et taliter. quod predictum manerium de Wynterborne remaneat ut predictum est prenominato domino Edwardo pro se et assignatis suis integrum pariter et divisum. 3 Voluit insuper et concessit ex parte sua prenominatus dominus Edwardus pro se et assignatis suis. quod si processu temporis

1 Sic.
2 ? : word partially obscured.
3 Sic.

QUEDAM CONVENCIO INTER HENRICUM DE GAUNT ET RICARDUM LE WALEYS.

Die dominica proxima post festum Sancti Mathei Apostoli et Evangeliste anno domini Mcccxxv jvo convenit inter dominum Henricum de Gaunt magistrum domus eleemosinarie beati marci de Billeswyk in suburbio Bristol ex una parte et Ricardum le Waleys filium Reginaldi le Waleys ex altera. videlicet quod dictus Henricus suis sumptibus in omnibus misis debet prosequi totum jus et clamum predicti Ricardi quod habuit vel habere poterit in aliqua terra cum pertinenciis vel in aliquibus terris in Anglia vel Cornubia que eidem Ricardo racione Reginaldi patris sui possint vel debent accidere in predictis Cornubia vel Anglia excepta illa terra in Hemton et alibi in qua idem Ricardus vel mater ipsius Ricardi fuerunt in seisina tempore quo facta fuit illa convencio. Et cum predictus Henricus vel assignati sui predictum jus cum pertinenciis sicut predictum est perquesierint unacum execucione predicti Ricardi vel assignati sui debet predictus Ricardus de medietate predicte terre et predicte juris cum pertinenciis sine ullo retinimento sibi vel heredibus suis pertinente domum de Billeswyk in puram et

*Sic: for per.*
perpetuam elemosinam per cartam suam feodare secundum quod predictus Henricus vel eius concilium sciverunt providere commode. Et alteram medietatem predicte juris et terre cum pertinenciis in Cornubia debet predictus Henricus et successores sui tenere ad firmam certam de predicto Ricardolo per execucionem proborum [f. 184] et legalium virorum neutri partis tangencium. Et cum dictus Henricus terram vel servicium predicti Ricardi in Anglia perquisierit advocacio ecclesie predicto Henrico remaneat et medietas terrarum et reddituum per totum. ita quod dictus Henricus et successores sui dictam terram teneant de predicto Ricardolo et heredibus suis per servicium quod ad capitalem dominum pertinet. Et si dictus Ricardus partem suam vendere vel ad firmam ponere voluerit dictus Henricus propinquier erit quam aliquis alius ita quod sua tradicio vel vendicio fraudulenter ultra quindecim dies per dictum Henricum non impediatur. Dictus vero Ricardus vel heredes sui dicto Henrico et successoribus suis predictam terram unacum firma predicta sicut predictum est debent secundum consuetudinem regni warantizare acquietare et defendere. In cuius rei testimonium huic scripto in modum cirographi confecto et inter partes diviso sigilla partium hinc inde sunt appensa. Hiis testibus domino Johanne de Salso Marisco. Willelmo de Veym. Petro Crok. Ricardolo de Brechebergh. Henrico de Werkesburgh. Gilberto de Mangodesfeld clericolo et alios.

1 Sic.
APPENDIX II

SOME MAYORS AND BAILIFFS OR REEVES OF BRISTOL
IN THE THIRTEENTH CENTURY

The notes given below are an attempt to correct and amplify, where possible, the lists of Bristol officials given in Ricart's *Kalendar* and Latimer's revision of Ricart in *Trans. B.G.A.S. xxvi*, 108–37. Because of the difficulties of precise dating, no attempt has been made to construct a succession of mayors and reeves for the years up to 1250, but the names are given of men who can be definitely shown to have held office during this period. For 1250–1307 a fuller list year by year becomes possible: where years are omitted, no evidence has been found to check Ricart's statements. For a discussion of the subject, see Introduction, pp. xxviii–ix.

The MS. collections of deeds made by Seyer and others are now in the Bristol Archives, cited as B.Arch. The Gloucestershire Assize Roll of 1287, printed by E. A. Fuller, *Trans. B.G.A.S. xxii*, 150–178, gives the names of men who had held office in Bristol from 1269–87 without assigning them to particular years: this has been cited below as Fuller. The mayoral year is taken to run from Michaelmas Day (29 Sept.).

1. 1216–1250.

JAMES LA WARRE

He appears as mayor in a dated deed in the Ashton Court Collection in the Bristol Archives Department in 1237, 'inter Pasch' et Pentecost'. But from the frequency with which he appears in contemporary deeds, he was evidently several times mayor between circa 1235–48, to judge from the names of witnesses. (Latimer, p. 115; nos. 41–98 passim, 226, 228, 285, 413–4, 421, 431–2.) For his relationship to other members of the La Warre family, see nos. 88–94.

RICHARD AILLARD

Mayor 1239–40, with Henry Langbord and William FitzNicholas as reeves (G.R.B., ii, 90; Latimer, pp. 115–6). Richard and his brother, Roger Aillard, were merchants of some importance in the period before 1250, and are several times mentioned as shipowners in contemporary royal records (*Patent Rolls, 1216–25*, p. 468; *Close Rolls, 1227–37*, p. 186, 303; *1237–49*, p. 377; *1249–7*, p. 72.)

According to Cal. Patent Rolls, 1232–47, p.256, he was followed as mayor by William de Putot. But this is almost certainly an error: Putot was a Gloucestershire landowner, who had been sheriff of the county from 1225 to 1232 (P.R.O., *List of Sheriffs*, p. 49). Perhaps he was steward of Bristol at the time: cf. Elias de Cumba, no. 113, note.

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APPENDIX II

WILLIAM THE CLERK

Ricart's date for his mayorality, 1242-3, seems likely: cf. no. 130. Peter the Clerk, who witnessed this deed, was dead by 1248. According to a St. John's parish deed of circa 1250, he was a brother of Simon the Clerk (below), and had a son, Master Simon de Bristol. He may perhaps be identified with the 'Willelmus Clericus de Wigornia' mentioned, together with Roger Aillard and other Bristol merchants, in a royal mandate of 1231 (Close Rolls, 1231-34, p. 12) and in 1246 he was given an oak tree from the Forest of Dean by Henry III (ibid., 1242-7, p. 401).

SIMON THE CLERK

Mayor, 1244-5, with William de Berwick and Roger de Cantok as reeves, (B. Arch. 5139/2) and again 1250-1 (Cal. Wells MSS., i, 88), when William de Beaumont was one of the reeves: probably Roger de Berkham was the other (no. 103). He was also mayor between 1250-60 with Henry Adrian and Martin de la Corderie as reeves (no. 109). A man of this name (perhaps the same Simon or his son) was mayor after 1269, according to the Assize Roll (Fuller, p. 518). Ricart assigns him incorrectly to 1267-8: but cf. below.

ELIAS LONG

He was not mayor in the year (1250-1) assigned to him by Ricart (see Simon the Clerk above), but probably held office at about that time with Gilbert de Marlborough and Nicholas de Lyons as reeves (No. 49, note) and was also mayor when he witnessed no. 135, which cannot be later than 1244.

2. 1250-1307. (Ricart's entries in brackets when they differ from the list below.)

1252-3 Roger de Berkham
   (Reynold de Wight)
   William de Bruges,
   (Ralph Oldeham,
   Wm. Hazildene)
Nos. 63, 65, 114 (2 Dec., 1252); B. Arch. 5149/452 (1 Aug., 1253); Cal.
   Inquisitions Miscellaneous, i, 61 (March, 1253), where he is called Ralph.

1255-6 William Fitz Nicholas
   (Robt. Kilmainham)
   John de Berwick
   Robt. Kilmainham
   (Roger Golde)
Latimer, p. 117; B. Arch. 5139/14; 5139/156.

1256-7 Roger de Berkham
   ?Hugh Mychell,
   William de Berwick
Ricart's entries for this year are probably correct: the names of the reeves are confirmed by no. 419 and B. Arch. 5139/12. Berkham was also mayor about this time with Roger de Cantok and Robert Kilmainham as reeves (no. 113; St. John's parish deed, no. 6).

1257-8 Roger de Berkham
   (Roger de Stokes)
   Martin de Topfelde,
   (Thomas Elderham,
   Henry Adrian
   Robt. Pykerage)
Nos. 120-1 (4 Sept., 1258)
I260-1  HENRY ADRIAN
     (John de Lyme)
WILLIAM SEVARE,  HUGH MICHELL
     (Ralph le Brydye,  Stephen le Cokhe)
*Cal. Bristol Deeds*, p. 3 (25 Dec., 1260): names of reeves confirmed by
nos. 160-4.

I267-8  REGINALD DE PANES
     (Symon Clerk)
ROGER DE CANTOK,  JOHN DE LYDYARD
     (John Wissy,  Hugh Mychell)
Nos. 1, 92, 139. Ricart makes Panes mayor in 1246-7, with Weston and
Berkham, mentioned below, as reeves.

I268-9  REGINALD DE PANES
     (Robt. Mauncell)
JOHN LE CLERK,  SANKEYNE REVEWARD
     (John Logat,  Peter Martre)
Nos. 99, 137.  

I269-70, 1270-1.

Nos. 141 and 147 show that Panes was also mayor with two further sets
of reeves (John de Weston, Walter de Berkham and Ralph Wyneman,
Ralph Beaufur) during the mastership of Gilbert of Waltham (1269-72).
The Assize Roll of 1287 (Fuller, pp. 158, 160) confirms that he was
mayor after 1269 and that Berkham and Beaufur were reeves. None of
Ricart's entries corresponds with any of these.

I272-3  JOHN WISSY
     (Richard de Wells)
No. 148 (21 Dec., 1272). Roger de Cantok was probably one of the
reeves. Ricart assigns Wissy's mayoralty to the previous year, with
Cantok and William de Berwyk as reeves.

I274-5  THOMAS DE HAMELDENE
      SIMON ADRIAN,  WILLIAM DE MARINA
Nos. 43 (25 March, 1275), 142 (Oct., 1274). Probably mayor in other
years (cf. Latimer, p. 118).

I277-8  JOHN DE LYDYARD
Ricart assigns his mayoralty to this year, but as Latimer shows he
appears in various deeds with two different pairs of reeves, whose names
do not correspond with those given by Ricart: so he was probably
mayor more than once. Fuller, p. 158, confirms that he was mayor
between 1269-87.

I278-9  RICHARD DE MANGOTSFIELD
      (Roger le Tavyrner)
SIMON ADRIAN,  RICHARD DRAPER
      (John Bryan,  Nicholas at Oke)
B. Arch. 5139/44; Latimer, p. 118.

I281-2  RICHARD DE MANGOTSFIELD
      (Nicholas Hornceastell)
1284-5 Everard le Franceys
   (Rich. Mangotsfield)  William de Marina,
   John the Clerk
   (Hen. Thornecastell)  Geoff. Snell
St. John's parish deed, no. 31; Temple Ch. deed 00018/4; Cal. Close Rolls, 1279-88, p. 348.

1285-6 Richard de Mangotsfield
   Thomas de Weston,  William de la Marina
   (John Tony)
Latimer, p. 119.

1286-7 Richard de Mangotsfield
   (John le Warre)  Walter le Franceys,  Geoffrey Godeshalfe
   (Wm. Hawden,  Thos. Prestiley)

1289-90 Richard Draper
   (Richard Mangotsfield)  Simon de Burton,
   Geoffrey Godeshalfe
   (Wm. de Randolf)
Nos. 101-2. Draper and Mangotsfield may be alternative names used
by the same man, but Ricart's list makes Draper mayor in the preceding
year.

1291-2 Simon de Burton

1292-3 Walter Fraunceys
   Geoffrey de Godeshalfe,  Thomas de Weston
   (John le Tavirnsf')

1293-4 Simon de Burton
   Thomas de la Grave,  William Randolf
   (John Snowe,  John de Cheddrè)
B. Arch. 5139/117 (4 Feb., 1294), 11374/4 (3 May, 1294).

1294-5 Simon de Burton
Temple Ch. deeds 00018/2 and 3, where the mayor's name is followed by
those of John Snow and William Turtle, stewards; Cal. Bristol Deeds, p. 15, where the stewards are Snow and John de Cheddar.

1295-6 Simon de Burton
   William Turtle,  Richard Colpek
   (Robt. de Otory,  Wm. de Roborowe)
B. Arch. 5139/67 (7 July, 1296).

1296-7 Simon de Burton
   (William Randolf)  Henry de Camme,  William Turtle
   (Thomas Uppedyche,  Robt. Hobbush)e
1297–8 William de Randolf
(John Snowe)
William Turtle
(John le Lung, Adam Welishot)
John le Taverner
All Saints parish deeds (June, 1298): cf. Latimer, p. 120, who describes this deed as 'probably misdated.'

1299–1300 William de Randolf
(Roger Turtle)

1300–1 Thomas de Tyloy
Richard Colpeck,
Philip de Poulet
(Gaml. Close Rolls, n96-I302, p. 364. Ricart's entries for this year are duplicated in 1290–91 and 1316–7.

1300–1 Thomas de Tyloy
Richard Colpeck,
Philip de Poulet

1302–3 Thomas de la Grave
Ricart's authority is here confirmed by Cronne, Bristol Charters, 1373–1499, p. 39.

1304–5 Simon de Burton
Robert de Otery,
Nicholas de Rowberrow
B. Arch. 11374/5 (9 Sept., 1301); Latimer, p. 120.

1305–6 William Randolf
Cronne, Bristol Charters, 1373–1499, p. 39.

1306–7 John Snow
Nicholas de Burton,
Thomas de Berwick
St. John's parish deeds; Latimer, p. 120.

1307–8 John le Taverner
John de Cardiff, Jr.,
Robert Truelove
(Wm. de Olyeff, Gilbert Pokerell)
Cal. Bristol Deeds, pp. 17–8. (Feb., 1308, 19 April, 1308.)
APPENDIX III

ST. MARK'S HOSPITAL AND THE FOUNDATION OF FORSTER'S ALMSHOUSE AND THE CHAPEL OF THE THREE KINGS OF COLOGNE, BRISTOL

John Easterfield's re-endowment of Forster's Almshouse, and his ordinances for its government, briefly summarized in no. 178 above (p. 121), have recently been printed in full by Dr. Veale in G.R.B., iv, 175-81, and previously (with some omissions) in T. J. Manchee, 
Bristol Charities (1831), i, 81-4.

Easterfield's ordinances gave to the master of St. Mark's and his successors the main responsibility for the supervision of the almshouse and its inmates after his death (which took place in the following year). They may be summarized as follows in so far as they concern St. Mark's:

1. Of the 8 poor men and 5 poor women on the almshouse foundation, 7 men were to be nominated by the mayor of Bristol and 4 women by the mayoress, the remaining man and woman by the master of St. Mark's.

2. The properties in 'olde Cornestrete', Marsh Street, and St. Michael's Hill conveyed to the almshouse by Easterfield were placed by him in the hands of feoffees: the master was to appoint new feoffees as vacancies occurred.

3. The master was to appoint the priest who was employed to celebrate daily in the chapel of the Three Kings of Cologne attached to the almshouse, and the bailiff of the almshouse.

4. The master was responsible for the maintenance and repair of the buildings of almshouse and chapel, using the revenues of the endowment for that purpose.

5. After the bailiff had made his account, all arrears were to be paid over to the master, and any surplus revenue was to be deposited in the almshouse coffer by supervision of the master and two feoffees.

6. Arrangements for the distribution of alms to the poor men and women and for the celebration of masses in the 'chapell of our lady of Belhou' in St. Peter's Church, and for the maintenance of lamps burning there and in the chapel of the Three Kings of Cologne were placed in the master's hands.

There was a final provision that the master and his successors were not to be charged by reason of these directions beyond what was yielded by the endowment of the almshouse 'onles the saide messuages and othur the premisses or any part thereof be decayed by the negligence and forlak of good oversight of the saide Maister
or his successors', and if they were found by the mayor of Bristol to be guilty of such neglect, they were to make 'suche recompence as the maire of Bristowe . . . shall thynke resonable'. The amount of this penalty was fixed by the indenture of March, 1505, between St. Mark's and the mayor and commonalty of Bristol (no. 179).

John Forster, mayor of Bristol 1481-2, made his will in August 1492, appointing John Walsh and John Easterfield as his executors. According to Easterfield, Walsh ignored Forster's directions and sold the properties left for the foundation of the almshouse, but in his own will Walsh left other properties in Bristol as an inadequate endowment.

John Easterfield was sheriff of Bristol 1482-3 and mayor 1487-8 and 1494-5. He made his will on 5 February, 1504, directing that he should be buried in 'the holy Oratory of our Blessed Lady of Belhowsse' in St. Peter's Church, and making Forster's Almshouse residual heir of some of his Bristol property. He died shortly before 17 March, 1505, when the arrangements for the government of the almshouse took effect.

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1 Latimer, p. 133; Manchee, op. cit., i, 80.
3 Wadley, Bristol Wills, pp. 177-8.
4 W. Leighton, 'Endowed Charity in Bristol and Gloucestershire', Trans. B.G.A.S. lxvii (1948), 1-20, was mistaken in supposing that control of the almshouse was 'transferred to the Corporation by Forster's executor in 1506.'
INDEX OF PERSONS AND PLACES

References are to the numbers of the documents in the cartulary, except where otherwise indicated; Roman figures refer to pages of the Introduction.

Persons have been indexed, wherever possible, by surname. Names derived from occupation, rank or status have been regarded as surnames for this purpose (e.g., Richard the Dyer is entered under Dyer), with a cross-reference from the Latin form of the name where necessary. The exceptions to this are priests, chaplains and members of religious houses who appear in the documents by their Christian names only: these have been entered under their Christian names (e.g., Adam, chaplain of Alveston), with a cross-reference from the church, place or religious house to which they belong. "Clerk" and its variants have been treated as surnames. Patronymics have been indexed under the father's name: e.g., William, Robert son of.

Place-names appear under their modern form where identification was possible, with cross-references from older forms.

The following abbreviations have been used:

- archbp(s).
- bp(s).
- br(os).
- d.
- da(s).
- eq.
- hosp.
- kt.
- n
- hosp.
- k.
- kn.
- n
- Worc.
- Worcs.
- Wore.
- Worcs.
- Worcestershire (and similar abbreviations for other counties).

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