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ENGLISH MONASTERIES' TECHNIQUES FOR AVOIDING PROPERTY DISPUTES, 1250-1380

Raymond V. Lavoie, Jr.

The economic well-being of medieval English monastic foundations depended on pious donations. The special care monks took to secure donated property reflects this importance: they often sought confirmation of their holdings from kings or popes. Yet some of the documents that bound property more securely to monastic institutions invoked neither royal nor papal power. Many such documents involved only the individuals specifically associated with a particular donation. These documents, which I will call "security charters," record acts that in some way strengthened a religious institution's hold on a property—for example by confirming a relative's donation, by waiving a competing claim, or by acknowledging the institution's rights to a property.

This study examines the ways in which English monastic institutions secured donations from 1250 to 1380. These "security charters" reveal how English monastic foundations dealt with threats to their property, while also illustrating the nature of these threats. Furthermore, the legal techniques employed by English monasteries to protect their properties reveal certain aspects of English common law's use in the thirteenth and fourteenth century.

The role of these security charters in avoiding land disputes has not been extensively studied. Histories of English law explain the general context in which the disputes took place, and examinations of specific disputes provide helpful insights into the workings of medieval English property law; but no study has been made of the process by which acquisitions were secured against these claims.¹

Charters from five cartularies provide the basis for this study.² I have selected the monasteries on the basis of size and geographic distribution,

examining only those which had complete cartularies. As a consequence, my study includes Salley Abbey and Creake Priory in the north of England; Glastonbury Abbey and Daventry Priory in the south; and Launceston Priory in Devon, in the southwest. Glastonbury and Daventry were large Benedictine houses, with more than a thousand charters in their cartularies. Salley was an average-sized Cistercian house, and Launceston and Creake were smaller Augustinian foundations. The cartularies of these three smaller foundations do not provide the same volume of information as those from the two larger houses. They do, however, confirm the general patterns revealed by analyzing the cartularies of the larger houses, while also supplying helpful illustrations

For the purposes of my study, I have arranged the charters by date into thirteen ten-year periods, from 1250 to 1380, so that we can easily see the pattern of both donations and security charters. This system is not perfect, however, since some charters cannot be accurately dated to a specific year. Moreover, the tenures of competent and incompetent abbots and priors affect the patterns of charter activity, and these tenures do not fit neatly into my ten-year increments. Although this division is arbitrary, it does offer a useful and convenient means of analyzing the material and detecting general trends. By dividing the charters into groups based on date, we can perhaps lessen the effect of local variations, such as the competence of abbots, regional economic problems, and local politics.

The presence of securing charters indicates that monasteries recognized the need to secure their lands against possible disputes. Records of lawsuits found in the cartularies describe the disputes in which the monasteries were involved. These records indicate that litigation was a fact of life for the monks. One of the monasteries studied was involved in seven lawsuits in a single decade. Monasteries were not, however, under constant legal attack by disgruntled heirs. Indeed, a monastery was the defendant in only twenty-four of the eighty-seven cases in which the records indicate a claimant, and of these cases, monasteries won all but six. In the remaining cases, a monastery was the claimant, seeking to recover rights or property that had been illegally usurped. In either case, the dispute indicates that monastic property was at risk, because of either a legal or an illegal threat.

It is also possible that the cartularies do not record all those suits which the institution lost. A search through Common Plea Rolls, King's Bench Rolls, and other court documents would be required to determine exactly what portion of lost suits are recorded in the charters. If monasteries did not record all of the suits in which they were involved, noting only those from which they emerged victorious, then those court records which do appear in

cartularies can be more correctly identified as a type of security charter themselves. The record of a successful defense of title would provide a precedent that would strengthen the institution's claim in any future suits.

The fact that disputes endangered an institution's acquisitions would alone have been sufficient reason to prompt monks to secure their holdings legally. When coupled with the declining rate of donation, however, which affected all five institutions in the study, such disputes represented an even greater threat.³ With less property coming into a monastery's possession, the foundation's economic well-being was more dependent on each individual donation.⁴ Moreover, while donations declined, lawsuits still occurred at a steady pace. Hence the ratio of lawsuits to donations actually increased. When many properties were coming in from generous donors, the loss of one property in a dispute mattered less. As donations declined, however, greater care had to be taken to secure what property the monastery already had. This greater care was reflected in the increased use of securing charters.

Glastonbury provides the most consistent model of this trend. Between 1260 and 1270, for example, Glastonbury was involved in four lawsuits, its second highest number in any decade. But the house also received forty-four donations in that decade, the most it ever received in ten years. In this case, the high number of lawsuits can be attributed in part to the very high number of donations. There were simply more donations over which to argue. This rate of slightly more than one dispute per seven grants represents a peaceful decade. In the 1300's, however, when Glastonbury was involved in five disputes, the abbey received only eight donations. Although the number of disputes is similar, the rate of one dispute for every 1.6 donations represents a high degree of legal activity, and a greater cause for concern than the six disputes in the 1260's.

The common use of security charters reflects this increased concern. In the 1260's, there were twenty-one security charters for forty-one donations, a ratio of about one charter for every two donations. In the decade 1300 to 1310, there were seven security charters for eight donations, a ratio of almost one to one. By 1330, there were twenty-seven security charters for only fifteen donations, a ratio of almost two to one. As land donations decreased, Glastonbury took far greater care over received donations.

The Functions of Security Charters

Security charters could serve one of three general functions, each of which strengthened an institution's hold on a piece of property in a different way. First, an institution could preempt a dispute altogether by means of a quitclaim or confirmation, which sought concessions from those relatives of

the donor who might press a claim. Second, the institution could further document its title to an acquisition in anticipation of a claim. Acquisition histories and testimonials that acknowledged the monastery's rights were both means of thus strengthening claims to property. Finally, some donors themselves made provisions to compensate the monastery in anticipation of possible successful challenges to the donation.

Quitclaims and Confirmations

Quitclaims were the most common means of securing a donation. All five institutions included in this study made use of them.⁵ A quitclaim formally transferred to another owner all rights that a person may have had to a property.⁶ Monasteries sought quitclaims from donors' relatives who had some claim to the monastery's acquisition. In this way, monasteries avoided potential lawsuits.

But problems sometimes arise in the classification of quitclaims as security charters. Quitclaims were also used as the primary means of transferring property to a religious institution. A donor would simply renounce all rights that he had to a property in favor of the monastery to which he wished to make the donation. Quitclaims were additionally used to transfer rights, such as pasture rights, though donors also used them to transfer land when they were not the property's sole owner.

We often cannot distinguish the wording of a quitclaim that made an initial property transfer from one that renounced rights to property which had already been granted to the monastery by another donor. The distinction can only be made if we first find evidence of another donation, either in the quitclaim itself or elsewhere in the cartulary. Only those quitclaims which refer to another donation can be definitely classified as security charters. I have therefore counted as security charters only those which clearly refer to another donation.⁷

Confirmations served much the same purpose as quitclaims, and were almost as common.⁸ A confirmation expressed acknowledgment and approval of the donor's gift, instead of transferring any rights that a relative might have. English law limited the size of the gifts that donors could give. Only a reasonable part of a donor's patrimony could be alienated: the donation could not be so large that it disinherited an heir.⁹ Confirmations legitimated gifts that might be vulnerable to such restrictions. As with quitclaims, the monastery used them to preempt potential lawsuits by relatives who might claim rights to the donated land. Of the two, quitclaims more effectively preempted lawsuits, since they officially transferred all rights upon which any claim could be based. Confirmations merely ex-

pressed approval for otherwise possibly illegal donations.

The composition of the Glastonbury charters points to the superiority of quitclaims. Glastonbury utilized several types of securing charters not found elsewhere, such as acknowledgments of rights, which I will discuss later. This wide variety of security charters, along with the wealth of its holdings, suggests that this chapter could afford better lawyers, and in consequence a greater degree of legal expertise. Only five of the Glastonbury cartulary's 119 security charters are confirmations, while this same cartulary contains half again the number of security charters found elsewhere. This chapter's preference for other types of security charters, especially quitclaims, implies their legal superiority.

Furthermore, monasteries often had to purchase quitclaims, whereas relatives often freely granted confirmations. Apparently relatives were less willing to cede their rights to a piece of property completely, and were far more willing simply to express approval of such transactions. Salley Abbey received four confirmations "for the good of the soul" of the confirmor and his kin. Daventry Priory purchased only one of its confirmations, and Salley Abbey acquired a confirmation in return for the abbey's quitclaim on a suit the abbey was pursuing against the confirmor.

In contrast, every monastery I studied purchased some of their quitclaims. Daventry is unusual in that it purchased only four of its forty-two quitclaims. Launceston purchased three of its eight. Creake purchased one of its eight, and granted spiritual privileges in return for another. Salley purchased four of its nine, while granting spiritual privileges for another. Glastonbury purchased ten of its eighty quitclaims.

Although the number of Glastonbury's purchased quitclaims seems small, this abbey also acquired quitclaims by means of non-monetary inducements. In 1314, the abbey acquired a parcel of land from John de Bartone, which he in turn had acquired from John Mon.¹⁰ Walter Walkelin apparently had some claim on this land, and also owed homage to the abbey. The land was obviously more valuable than Walter's homage, and the abbey was willing to exert whatever influence it could to ensure that the acquisition of the property went along without any difficulty. So, at the end of 1314, the abbey granted Walter his freedom and a life grant of a plot of land in return for his quitclaim.¹¹

Glastonbury also acquired some of its quitclaims through more complex financial maneuvering. In 1326, the abbey acquired Godfrey de Sowey's bond for £300 from Philip de Columbers.¹² In 1330, Godfrey's daughter Joan gave up her rights to a payment in food and clothing from the abbey, which she had received earlier.¹³ And in 1333, Godfrey's widow Matilda quit all her claims

to her late husband's property.¹⁴ That these claims were quit so soon after the abbey acquired Godfrey's note could suggest that Glastonbury brought some economic pressure to bear on Godfrey's family, or that the quitclaims were purchased by the acquisition and cancellation of the debt. Opposed to this scenario are the actions of Godfrey's other daughter, Sibilla, who in 1318, before the abbey's acquisition of her father's debt, gave up her rights to a payment of clothes and food that was similar to her sister Joan's.¹⁵ Perhaps Sibilla was simply more compliant to the abbey's requests than her sister and mother, and the acquisition of the family's debts provided a means of acquiring quitclaims from the rest of the family.

The case of Godfrey's son William is similar. In 1338, William agreed to quit his claim to portions of his father's property that were then held by the abbey.¹⁶ In return, the abbey agreed to remit a debt of £100 that he owed to the abbey. It is unclear whether this sum was the unpaid balance of the £300 that William's father had owed, or another debt altogether. In any case, William's agreement to release to the abbey his claim on his father's land was closely involved with the debts he owed to the abbey.

In another case, Ralph Conteville in 1270 granted a parcel of land to Glastonbury, receiving in return an allowance of wood, food, and cash.¹⁷ Six years later, for no apparent reason, Ralph resigned his fuel allowance to the abbey and expressed his willingness to alter the terms of the deed of grant in any way the abbey wished.¹⁸ Although there is no evidence that the abbey held any of Ralph's debts, in light of the de Sowys family's experiences, we should perhaps question all acts of apparently unmotivated generosity in donors' agreements with Glastonbury.¹⁹

Such financial maneuvering is completely absent in the acquisition of confirmations. The reason may be that the kin of donors were less willing to agree to the more legally binding quitclaims without compensation or "motivation." However, the charters also suggest another factor: that confirmations were a more amicable means of securing donations.

Confirmations seem to have been less legally binding than quitclaims since relatives retained the rights upon which a claim could be based. The abbey receiving the donation sought only the donor's family's approval. If the family did approve of the donation, a confirmation would suffice. Only if the donor's kinsmen were likely to create problems would the donation's recipients try to secure the release of the rights that could form the basis of a claim. Perhaps in large abbeys such as Glastonbury, which received donations from over a wide range of territory, and where confirmations were scarce, the monks could not know the feelings of a donor's kin. Consequently, these abbeys often sought quitclaims to ensure their transactions' security.

Smaller foundations such as Launceston or Creake received most of their donations from the surrounding countryside, and could more easily determine the feelings of a donor's kin. Consequently, they utilized confirmations almost as frequently as quitclaims. Of course, not all large foundations seem so out of touch. Indeed, Daventry, a Cluniac priory with extensive holdings, used a ratio of quitclaims to confirmations similar to the smaller houses in this study. This preponderance of confirmations in smaller houses does suggest, however, that some connection exists between contact with donors and the means that monks deemed necessary to secure a donation.

In some cases, these documents do not mention the kin's relation to the donor. However, sufficient descriptions of the relations to the donor exist to draw some conclusions about the nature of the rights that may have formed a basis for a lawsuit. Ninety-one quitclaims and confirmations in this study mention the claimant's relationship with the donor. The majority of these cases refer to the donors' heirs. Thirty-nine are from donors' sons, seven from daughters, nine from brothers, four from sisters, two from nephews, and one from a grandson.²⁰ Heirs still had strong ties to their patrimony, even if it had been alienated, and these ties could form the foundation for a claim against a monastery.²¹

The donors' widows also had to be considered. Twenty-five quitclaims and confirmations are from widows. A widow's claim did not, however, rest upon relief for alienated patrimony, but instead upon her dower. Upon marriage, a husband endowed his bride with a portion of his land. The husband could specify what his wife would receive, but the gift could not exceed one-third of the property, presumably to protect his heirs' interests. If the husband did not specify the dower, the law defined it as one-third of the husband's property.²² Dower rights, like the patrimony right of an heir, could form the basis for a suit, so monasteries often had to consider widows when securing a donation.

Documentation of Title

Since monasteries could not always acquire such security charters, their titles to donated land were sometimes challenged. Indeed, monasteries kept cartularies because they provided documentation of such titles. An acquisition history of a property strengthened the institution's claim.²³ Often a donor acquired land from another source before giving it to the monastery.²⁴ Indeed, in some cases, a donor would act as the monastery's agent, amassing parcels of land that he would then donate to the monastery.²⁵ In such cases, complete documentation was helpful to the monastery. Indeed, without such an acquisition history, the monastery might find itself vulnerable to a title

challenge in the form of a writ of entry.²⁶ Such writs challenged an owner's title on the grounds that, at some previous point, someone had acquired the land by illicit means. Such an illicit transaction nullified all those which followed. Moreover, the Statute of Marlborough of 1267 provided further motivation to document acquisitions carefully. This statute allowed writs of entry to be brought in royal courts, where they would have a greater chance at success.²⁷ Consequently, a transaction's background became an even more important part of a monastery's efforts to defend its property titles.

According to medieval property law, *seisin*—or actual possession and use of land—determined title to land, not documents. Charters alone had no legal force: they served as evidence of the transfer of a property's title. Indeed, even a quitclaim could be nullified if the new owner did not establish *seisin*.²⁸ Therefore, in addition to statements waiving the right to claim property, monasteries also sought affirmations that they indeed possessed *seisin*.

It was usual for the donor simply to notify his tenants that they now owed their customary duties to a new lord, as in the case of William de Middleton's donation to Glastonbury, in which he took special care to alert the tenants that they now owed the abbey their homage and rents. Such announcements occur eight times in the Glastonbury records.²⁹

Frequently, the tenants of donated properties themselves recognized the monastery as their new lord, agreeing to render to it all entitlements. For example, William Doggetail donated land in Mells to Glastonbury. His tenant, Geoffrey Samuel, formally acknowledged Glastonbury's lordship in a charter dated 1268.³⁰ In the same way, John of Daventry in 1290 acknowledged that he held two tenements in Daventry from Daventry Priory.³¹ The most illustrative case comes from Glastonbury in 1294, when Richard Pyk formally recognized Glastonbury's lordship over land which he had formerly held from Walter de Shapwick.³² The charter suggests that Walter's heirs were contesting the grant, as Richard specifically excludes them in expressing his adherence to Glastonbury, explicitly stating that he freely claims the abbey as overlord. The statement indicates how important the homage of the tenants was in proving *seisin* in such donations.

The law also meant that monasteries were cautious in granting tenants any rights for fear that they might thus establish *seisin*. At Glastonbury, for example, the abbot would occasionally grant a privilege, such as the right to mow hay in the abbey's pastures, "by grace."³³ In such cases the monastery sought a statement from the recipient acknowledging the privilege's nature: that it did not constitute a right. Otherwise, by continually exercising the privilege, the recipient might later claim it as a legal right if the monastery

revoked it. So when Glastonbury allowed Walter de Dunheved to mow hay on abbey lands in 1262, Walter acknowledged that the privilege was only for that year, and did not indicate any customary right.³⁴ Other similar instances deal with the right to graze livestock in the abbey's pastures, and enclosure rights.³⁵

The most interesting case of this nature involves Sir Arnold de Boys.³⁶ Sir Arnold wrote to Abbot Robert of Petherton in 1270 that he had been told by his cousin, Sir Thomas de Beauchamp, that his tenement in Eddenworth, which he held from Glastonbury, had been subject to distraint for homage. Sir Arnold was too feeble to make the journey to Glastonbury and begged the abbot to forgo the distraint, admitting readily that he did hold the estate from Glastonbury, to whom he owed homage. The cartulary does not record the abbot's reply, but the letter's unsolicited acknowledgment of the abbey's rights suggests the popular recognition of an abbey's need constantly to enforce rights.

A monastery occasionally gave a life-term grant of land to donors in return for their donation, or in exchange for some other consideration. Monks often used such documents declaring their rights to ensure that the land would pass back into monastic hands at the appropriate time. In a 1273 charter, Roger Gengel and his wife Alice received a small plot in Langly for the duration of their lives.³⁷ In return, they acknowledged that they had no further right to this property, and that it would revert to the abbey on their deaths. Although Roger and Alice's charter is the only case in which a tenant explicitly admitted he had no rights to a property, the common policy of nominal rents illustrates the constant need to acknowledge an institution's rights.³⁸ For example, Creake Abbey granted Nicholas de Quarle life tenure on extensive holdings which his father had donated to the abbey, presumably in fulfillment of the terms of the donations.³⁹ By the terms of the tenure, Nicholas owed the abbey an annual rent of a single penny. Similarly, when William de Angr' [*sic*] enfeoffed Creake with land at Brunhamthorp, he demanded only one root of ginger as annual rent, while he remained the lord of the land, exacting rent from Creake rather than giving the monks the land to hold freely as their own property.⁴⁰ And in 1303, Walter Vocle of Compton became Glastonbury's tenant when the land he held in West Zoyland from Nicholas de Sowy (whose financial troubles were discussed above) was transferred to the abbey.⁴¹ Walter's agreement with Nicholas did not mention any rent, so he acknowledged Glastonbury's lordship with payment of a gillyflower clove each Easter. In these cases, the rents do not even begin to match the land's annual worth. The payments instead serve as regular acknowledgments of the landlord's ownership, thus keeping the land from

reverting to the tenant's hands through customary use.⁴²

The lawsuits pursued by a monastery pursued can reveal the concerns that motivated these kinds of precautions. Many were trespass charges, or pleas of disseisin, opposing the unlawful seizure and use of property.⁴³ Reports of 123 cases appear in the cartularies. Of these, thirty-six describe the settlement of suits for which we cannot determine the claimant. Of the eighty-seven cases that indicate a claimant, the monasteries filled this role in sixty-three. Twenty-four of these cases dealt with land-ownership disputes, while eight concerned disputes over a property's terms of tenure. Twenty-seven of the cases, though, dealt with attempts to recover disseised property. These pleas were motivated not only by the loss of income, but also by the concerns that a monastery might, by tolerating the violation of its rights, forfeit them entirely.

The most common grounds for such a plea were distraint of rents or fees. Twelve pleas concern tenants withholding rents from their monastic lords. It is unclear whether these suits involved new tenants who were continuing to pay their rents to their old lords, tenants who were taking advantage of the transfer of property to stop paying their rents entirely, or old tenants who became recalcitrant for unknown reasons.

Two similar cases involving Launceston Priory do indicate that problems with new tenants were a danger. In one case, the priory itself was the tenant paying fees to the wrong lord. In 1328, Launceston brought suit before the King's Bench at York against two men, William de Dunham and Thomas de Lametyn, who, the canons claimed, were exacting fees that they owed to William de Ferrers, from whom the priory then held the land.⁴⁴ Neither man appeared to defend himself, so the justices found against them both. Each lost his rights to the fees, and each was also found liable for those fees previously exacted from the canons. The second case concerns the homage of one of Launceston's tenants.⁴⁵ In 1273, the tithingman of Trefize had presented John de Trelaba, one of the priory's tenants, before the sheriff of Cornwall as one of the newly elected tithingmen for Trefize. The prior of Launceston, however, claimed that Trelaba was exempt from such service because of a donation to the priory by Osbert of Bikelegh, former lord of Trefize. But the tithingman pressed his claim, and a jury convened in 1274 found for the priory. Both of these cases, along with the care taken to ensure that tenants were aware of, and acknowledged, their new positions, suggest that the transfer of tenants could pose a significant problem for monasteries.

Eleven suits concern the disseisin of various other rights and privileges. Two suits from Daventry concern the disposition of tithes from various churches held by the priory.⁴⁶ Two similar suits from Launceston concern the

recovery from parishioners of the expenses from the repair of their local chapels, which the priory financed.⁴⁷

Seven suits deal with the unjust appropriation of monastic rights and properties. In three of these cases, rights were in question. In 1307 Launceston priory brought suit against the burgesses of Dunheved for denying the priory its proper fees for the use of its mill in the village.⁴⁸ The court awarded the priory the back fees. Similarly, in 1310 Salley Abbey brought suit against William de Morton for denying the abbey grazing privileges.⁴⁹ In this second case, the monks received half a mark in damages. The third case also involves Salley. In 1371, the monks successfully brought suit against Richard Townley, undersheriff of Sutherland, for attempting to exact dues from the abbey's grange there.⁵⁰

In the four remaining cases, three of which are from Glastonbury, monastic property had been seized. Both Glastonbury's 1322 suit against Richard Prewett and Launceston's 1296 suit against Roger le Carmynow involve the seizure of oxen.⁵¹ One other suit is for trespass, while the fourth does not specify the violation.⁵² Interestingly, all three suits from Glastonbury include the defendant's separate acknowledgment of guilt as well as his promise to cease such behavior. These documents are identical to the previously mentioned acknowledgments of no right Glastonbury sought from its tenants. They also indicate Glastonbury's greater degree of legal sophistication.

All of these efforts to establish title to a property also help indicate the very different standards by which medieval titles were judged. Launceston's case against the tithingman of Trefize is illustrative. Although Launceston possessed charters that indicated its tenants' immunity in Trelaba, it was the jury's memory, not the charter, that decided the case in the priory's favor. The charter merely served to record an event that the jurymen remembered. Consequently, when a monastery engaged in an activity that might have served to undermine its title in a jury's memory, such as granting temporary privileges, it needed to establish some legal proof that it actually held title despite any contrary appearances. This was the function of written acknowledgments of the abbey's rights, and of the nominal rents. Combined with the history of a property's acquisition, these documents helped to guarantee a property against a potential claim.

Guarantees

However prepared a monastery was to argue its claim, it could always lose. Therefore, monasteries sometimes made provisions for a donation's possible loss in a lawsuit. In other cases, the donors themselves made

provisions to compensate the monastery should it lose the original donation in a suit. For example, in 1267 Richard de Lewannik notified Launceston Priory that should they lose the lands he granted to them in Eastway, they would instead have his lands in Lewannik.⁵³

Donors gave such guarantees when they anticipated some problem with the donation. The Launceston instance, for example, suggests an impending suit over Richard's Eastway donation. Two Glastonbury charters from 1260 identify the trouble more explicitly. When Henry Childesho sold a parcel of land in Childwell Street to the abbey, he made the provision that, if his wife Eve should survive him and recover the land as dower, his heirs would make up the land's value out of his goods.⁵⁴ Thomas de Grecia made similar provisions concerning Havyatt land that he donated to Glastonbury, fearing that his wife, Mabilia, would survive him and recover his donation.⁵⁵ He consequently instructed his heirs to make good on his donation if necessary.

Some donors took another step to ensure that the monasteries benefited from their generosity: they agreed to help defend their donations while they were alive. William Launel indemnified Daventry Priory against any suit by Agnes, the widow of Walter Carpenter, who had held the land before him.⁵⁶ Also, William Pasturel guaranteed Glastonbury against any claims that might arise concerning the chapter's support of his daughter Alice, which was one of the terms of his grant to the abbey.⁵⁷ These terms had been carried out to his satisfaction, and he did not wish the donation to be jeopardized. In another case concerning Glastonbury, the donor had a material interest in supporting his donation in court. In 1271 Reginald de Mere granted Glastonbury all his lands in Brent Knoll, which had formerly belonged to Robert de la Pulle. In return, the abbey gave him lands in Butleigh Street to hold for the duration of his life.⁵⁸ The grant was conditional on Reginald's support should his donation be challenged in court. In all of these cases, the institutions thought it was important to have some security if the donations were challenged, especially against strong claims, such as one based on dower share.

The relative scarcity of provisions anticipating a donation's nullification indicates a general confidence in the methods by which these institutions secured their claims. That such provisions exist at all, however, perhaps indicates that these other steps, such as confirmations and quitclaims, were an insufficient shield from determined challenges. The records of suits brought against the institutions in this study shed some light on the effectiveness of these charters: monasteries lost only six of the twenty-four cases brought against them. This figure suggests that security charters were very effective in defending an institutions's titles. Few people sued the monasteries, and those who did usually lost.

Conclusion

Based on the evidence provided by the cartularies, we can draw two conclusions. First, while the high number of lawsuits indicate that monastic property was at risk, it was not at risk from hostile claims. In the majority of suits the monastic institutions themselves were instead seeking legal remedy against tenants attempting to subvert a chapter's ownership. In most cases, security charters were needed to prove the institution's title, not because that title was being disputed, but because it was being ignored.

Second, the security charters played an important role in the lack of claims brought against the monasteries' property. They discouraged most suits, and successfully fended off the majority of those which did occur, perhaps leading disgruntled heirs and tenants to resort to illegal means of reclaiming property. But the use of these charters was not uniform. Larger institutions made greater use of them, as they had the manpower to keep more complete and complex records. They also had greater legal expertise because of their deeper involvement in the land market. Abbots of larger institutions knew more about the different types of claims that could be made and about the different ways by which those claims could be avoided. Moreover, the larger institutions were involved in a greater number of more complex transactions. The size and complexity of their acquisitions demanded a more extensive use of security charters than the simpler transactions of smaller institutions. Whatever the institution's size, however, security charters were an important part of the process of property acquisition; and further study of these important documents would reveal important insights into the nature of land disputes in medieval England.

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Appendix: Decade-by-Decade Breakdown of Cartulary Material

Key: Do = Donation; Di = Dispute; SC = Security Charter

	Launceston	Creake	Salley	Daventry	Glastonbury
	Do Di SC	Do Di SC	Do Di SC	Do Di SC	Do Di SC
1250s	7 0 1	70 0 5	11 0 9	19 6 11	16 0 10
1260s	8 2 5	19 0 2	14 4 4	12 5 6	44 4 21
1270s	3 4 0	3 0 3	14 3 4	9 4 9	21 2 15
1280s	4 4 2	2 0 1	17 1 2	6 5 4	9 3 7
1290s	9 6 5	2 1 0	8 1 1	31 3 16	9 3 13
1300s	5 6 2	0 2 0	5 1 5	12 3 3	8 5 7
1310s	4 4 0	4 0 1	3 3 1	22 3 14	18 3 8
1320s	1 7 1	2 0 0	1 1 0	6 1 5	8 5 10
1330s	1 2 0	1 0 0	0 0 0	4 1 2	14 2 24
1340s	1 0 1	5 0 2	1 0 1	4 2 3	2 1 4
1350s	0 4 0	5 2 0	0 0 0	1 1 0	0 0 0
1360s	1 1 0	1 0 0	0 0 0	5 1 5	0 0 0
1370s	2 2 0	1 0 1	0 1 0	2 2 2	0 0 0
Totals	46 42 17	115 5 15	74 15 27	133 37 80	149 28 119

NOTES

1. Frederick Pollock and Frederic William Maitland, *The History of English Law*, 2 vols., (Cambridge: Cambridge University Press, 1968), and Alfred William Brian Simpson, *A History of the Land Law*, 2nd ed., (Oxford: Clarendon Press, 1986) provide helpful background on property law and the basis for disputes. Robert C. Palmer, *The Whilton Dispute: A Social-Legal Study of Dispute Settlement in Medieval England* (Princeton, New Jersey: Princeton University Press, 1984), gives a useful picture of the progress of one particularly lengthy land dispute. It involves, however, two lay parties. Stephen White, *Custom, Kinship and Gifts to Saints: The Laudatio Parentum in Western France, 1050-1150* (Chapel Hill, North Carolina: University of North Carolina Press, 1988) examines the role of family approval in the tenth through the twelfth centuries, but I know of no study which examines securing charters in the context of a developed system of property law as existed in fourteenth century England.

2. *A Cartulary of Creake Abbey*, intro. by A. L. Bedingfield, based on trans. by K. C. Newton, (Norwich: Norfolk Record Society, 1966); M. J. Franklin, ed., *The Cartulary of Daventry Priory* (Northampton: Northamptonshire Record Society, 1988); Dom Ælred Watkin, ed., *The Great Cartulary of Glastonbury*, 3 vols. (Frome: Somerset Record Society, 1944, 1948, 1949); P. L. Hull, ed., *The Cartulary of Launceston Priory* (Torquay: Devonshire Press for the Devon and Cornwall Record Society, 1987); Joseph McNulty, ed., *The Cartulary of the Cistercian Abbey of St. Mary of Salley in Craven* (Wakefield: Yorkshire Archaeological Society, 1933). All notes referring to these cartularies give document numbers, not page numbers.

3. Although the five institutions in the study are not, perhaps, a representative sample of English monasteries, the trend of declining donations in all five institutions does suggest a general decline in monastic patronage.

4. Many factors played a part in the decline of monastic donations. The restrictions of Mortmain legislation had some effect, as did the economic upheavals which preceded and accompanied the Black Death. Alternative beneficiaries of lay generosity, such as private chapels, colleges, and the Mendicant Orders also contributed to this decline.

5. Over half of the security charters in this study are quitclaims: in Launceston, 8 of 17; in Creake, 8 of 15; in Salley, 9 of 27; in Daventry, 42 of 80; in Glastonbury, 80 of 119.

6. Pollock and Maitland, *English Law* 2, 91. Surprisingly, the discussion focuses solely upon the use of quitclaims as a primary conveyance of property, and not as a means of securing property already acquired.

7. The number of donations by quitclaim varies greatly by monastery. Of Launceston's 46 donations, 18 were by quitclaim, the largest proportion of all the houses in the study. Only 7 of the 115 donations to Creake were by quitclaim. Likewise only a small portion of Salley's donations were in the form of quitclaims: 6 of 74. Glastonbury had 20 of 149, while Daventry, like Launceston, had a relatively

large portion of its donations from quitclaims, 33 of 133.

8. Launceston recorded 3 confirmations in 17 securing charters; Creake 5 of 15; Salley 13 of 27; Daventry 29 of 80; but Glastonbury only 5 of 119. At Creake, Salley, and Daventry, the number of confirmations is almost equal to that of quitclaims.

9. S. F. C. Milsom, *The Legal Framework of English Feudalism* (Cambridge: Cambridge University Press, 1976), 121-122.

10. Watkin, ed., *Glastonbury*, 539.

11. *Ibid.*, 540, 541.

12. *Ibid.*, 943.

13. Watkin, ed., *Glastonbury*, 946.

14. *Ibid.*, 947.

15. *Ibid.*, 944.

16. Watkin, ed., *Glastonbury*, 951, 952.

17. *Ibid.*, 995.

18. *Ibid.*, 997

19. Similar instances appear in the abbey's dealings in land exchanges. In 1263, Robert de Basings returned to the abbey lands which he had received from them in exchange for an undocumented grant (Watkin, ed., *Glastonbury*, 1239). In 1269, John, son of Everard, granted a piece of land to Glastonbury in exchange for a manor farm at Badbury. In 1271, he returned the manor to Glastonbury (Watkin, ed., *Glastonbury*, 1247, 1251). The cartulary's editor, Dom Ælred Watkin, suggests that this was done under pressure from the abbey, and perhaps other exchanges of a similar nature described above bear out his supposition.

20. It is possible that many of the quitclaims and confirmations from men with no apparent relation to, and different surnames than, the donor may be in-laws, especially the husbands of daughters or sisters. This would account for the low number of quitclaims from daughters, and also explain why quitclaims and confirmations were sought from persons with no apparent relationship to the donor (for example, the case of Walter Walkelin described above).

21. The rights of a more distant relative to land depended on the nature of the tenure. If a tenant held land by "fee simple," any heir, no matter how distant, could lay claim to the patrimony. If he held the land by "fee tail," however, only his direct heirs could lay claim to the land, and if he died childless, the land reverted to another party, usually the lord. This distinction is discussed by Palmer, *Whilton Dispute*, 139-143. In those cases where more distant relatives are concerned, the land in question is held in "fee simple." Pollock and Maitland, *English Law* 2, 252, discuss the origins of heirs' claims to alienated patrimony, and their survival in the 13th and 14th century. For more on the prejudice against alienating patrimonial lands, see note 24.

22. See Pollock and Maitland, *English Law* 2, 122 for a more complete discussion.

23. These acquisition histories are much more prevalent in the larger and more complete cartularies of Daventry and Glastonbury, appearing in 39 donations to Glastonbury, and in 13 to Daventry. In contrast, only one such charter appears in

connection with a donation at Creake priory, and none appears at either Salley or Launceston.

24. Edmund King, *Peterborough Abbey 1086–1310: A Study in the Land Market* (Cambridge: Cambridge University Press, 1973), 170–171, discusses the prejudice against donating land from the patrimony. Acquired land was preferred for making donations.

25. Two noteworthy occurrences appear in the Glastonbury cartulary. In 1310, John Yeovil, who is identified by the cartulary's editor, Dom Ælred Watkin, as a buyer for the abbey, acquired a block of land which he handed over the Glastonbury. The procedure is supported by twenty-one charters. In 1332, William Wedecomb's grant to William de Selton and John de Forindon, which the pair in turn donated to Glastonbury, is supported by fourteen charters. See Watkin, ed., *Glastonbury*, 1034, 1118.

26. For a fuller discussion, see T. F. T. Plucknett, *A Concise History of the Common Law*, 4th ed. rev. and enl., (London: Butterworth, 1948), 342–343.

27. Simpson, *Land Law*, 35 discusses this development.

28. Palmer, *The Whilton Dispute* 31–33, 48 discusses the distinction. Although possession was no longer considered sufficient proof of right in cases of royal franchises, more stringent documentary requirements were only required for new franchise holders. Anyone who could prove that his father had died seised of the franchise, and that he had maintained seisin, had to provide no further proof without a writ. Even these requirements, however, were not yet necessary in local property disputes, as the Whilton dispute illustrates. See D. W. Sutherland, *Quo Warranto Proceedings in the Reign of Edward I, 1278–1294* (Oxford: Oxford University Press, 1963).

29. See Watkin, ed., *Glastonbury*, 652, 658, 673, 732, 738, 746, 867, and 1273.

30. *Ibid.*, 832.

31. Franklin, ed., *Daventry*, 91.

32. Watkin, ed., *Glastonbury*, 666.

33. Seven such declarations appear in the cartulary. See Watkin, ed., *Glastonbury*, 642, 822, 831, 1101, 1161, 1213, and 1225.

34. *Ibid.*, 831.

35. *Ibid.*, 642, 1101, 1161, and 822.

36. Watkin, ed., *Glastonbury*, 1213.

37. *Ibid.*, 1225.

38. Pollock and Maitland, *English Law* 2, 83, discuss the issue of nominal fees in relation to land transfers, but they do not connect the practice to affirming the status of land.

39. *Creake*, 146.

40. *Ibid.*, 215.

41. Watkin, ed., *Glastonbury*, 953.

42. It is possible that these tenants were receiving these lands as compensation for a donation, or perhaps as payment for a confirmation or quitclaim.

43. See Margaret Hastings, *The Court of Common Pleas in Fifteenth Century England* (Ithaca, New York: Cornell University Press, 1947), 238 for the use of

trespass pleas in land disputes.

44. Hull, ed., *Launceston*, 375, 376. The priory brought separate suit against each defendant.

45. *Ibid.*, 557.

46. Franklin, ed., *Daventry*, 551, 912. In both cases, other parties had abstracted tithes from the priory, and in both cases the tithes were returned to the priory along with a cash settlement.

47. Hull, ed., *Launceston*, 101. The priory recovered 40 shillings in 1333 from Thomas, vicar of the church of Lewannick. In document 294, we find that this priory was able to have the obligation for the upkeep of the chapel of Warrington shifted to the local parishioners, who had been condemned by the archdeacon of Cornwall in 1352 for failing to maintain their chapel.

48. *Ibid.*, 266.

49. McNulty, ed., *Salley*, 67.

50. *Ibid.*, 191.

51. Watkin, ed., *Glastonbury*, 978; Hull, ed., *Launceston*, 259.

52. Watkin, ed., *Glastonbury*, 967, 1068.

53. Hull, ed., *Launceston*, 390.

54. Watkin, ed., *Glastonbury*, 506.

55. *Ibid.*, 583.

56. Franklin, ed., *Daventry*, 133.

57. Watkin, ed., *Glastonbury*, 469 and 477.

58. *Ibid.*, 986.