

Dear Books



OF THE REIGN OF

KING EDWARD THE THIRD

YEAR XX. (FIRST PART.)

EDITED AND TRANSLATED

BY

LUKE OWEN PIKE,

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

AUTHOR OF "A HISTORY OF CRIME IN ENGLAND,"

"A CONSTITUTIONAL HISTORY OF THE HOUSE OF LORDS,"

"THE PUBLIC RECORDS AND THE CONSTITUTION," ETC.

PUBLISHED BY THE AUTHORITY OF THE LORDS COMMISSIONERS OF HIS MAJESTY'S
TREASURY, UNDER THE DIRECTION OF THE MASTER OF THE ROLLS.

LONDON:

PRINTED FOR HIS MAJESTY'S STATIONERY OFFICE,
By MACKIE & CO. LD., 2, WINE OFFICE COURT, FLEET STREET, E.C.

And to be purchased, either directly or through any Bookseller from
WYMAN AND SONS, LD., FETTER LANE, E.C.; or
OLIVER AND BOYD, EDINBURGH; or
EDWARD PONSONBY, 116, GRAFTON STREET, DUBLIN.

1908.

No. 4.

A.D. 1345-6. (4.) § Debt was sued in the Exchequer by one Debt.

No. 4.

(4.)¹ § Dette suy en Lescheker par un qe fut A.D. 1345-6.

dicto Rogero medietatem tantum,
et servitia pro eadem medietate
tantum debita obtulit se facere,
et modo expresse cognovit quod
ipse est tenens ejusdem Rogeri
de duabus partibus tenementorum
prædictorum, et tunc fuit,
pro quibus ad plenum ante
tempus istud non obtulit se
facere servitia inde debita eidem
Rogero, per quod consideratum
est quod idem Rogerus habeat
returnum prædictorum boum et
vaccarum irreplegiabile in per-
petuum. Et idem Thomas in
misericordia, &c."

¹ From the four MSS., as above.
The case appears to be that found
on the Plea Roll of the Exchequer of
Pleas, 20 Edw. III. "Adhuc de quin-
dena Sancti Martini anno xx°."
The skin has a modern pencil
number 16, the Exchequer Plea
Rolls not having been numbered
in early times.

London. Memorandum quod
Hardelevus de Bartone, qui in
prisona Regis de Flete existit
pro mxxj libris de remanentia
compoti sui de lanis per ipsum
de Rege emptis recipiendis per
manus Roberti de Beghtone et
Simonis de Lentone nuper
receptorum lanarum dicti Regis
in Comitatu Notinghamiæ de
xx saccis lanæ de illis xxx saccis
lanæ eidem Regi anno regni sui
xv° concessis, et pro cvj saccis
iij quarteriis, v petris, x libris et
dimidia lanæ de dictis lanis in
Comitatu Notinghamiæ in quibus
Regi tenetur, venit hic in custodia
Custodis dictæ prisonæ de Flete,
xxj die Novembris hoc anno, et

dedit Curie intelligi quod quidam
Guillelmus Pouche, qui in Turri
Londoniensi in custodia Constabu-
larii ejusdem Turris, certis de
causis, existit, eidem Hardelevo
teneatur in ccxlj libris, xiiij
solidis. Et petit quod prædictus
Guillelmus veniat hic ad
respondendum inde Regi in
partem solutionis debitorum
ipsius Hardelevi prædictorum
juxta perærogativam Regis in
hac parte; propter quod præ-
ceptum fuit Constabulario Turris
prædictæ, vel ejus locum tenenti,
quod venire faceret hic modo,
videlicet ad Crastinum Concep-
tionis beatæ Mariæ, præfatum
Guillelmum ad respondendum
Regi de ccxlj libris, xiiij solidis
prædictis in partem solutionis
debitorum ipsius Hardelevi,
prout idem Hardelevus ostendere
poterit, &c.

Ad quem diem idem Guillel-
mus in custodia Johannis Hol-
crofte, locum tenentis Roberti de
Daltone Constabularii Turris
prædictæ, venit hic. Et prædictus
Hardelevus dicit quod cum ipse
nuper emisset de domino Rege
dictos cvj saccos, iij quarteria,
v petras, x libras dimidiam lanæ
pro quadam summa pecuniæ,
eædemque lanæ eidem Harde-
levo liberatæ fuissent per breve
Regis de magno sigillo suo, juxta
formam conventionum inde inter
dominum Regem et ipsum
junctarum, ipseque de eisdem
lanis versus Regem oneratus
existat, sicut plenius liquere
potest per memoranda hujus
Scaccarii, Et postmodum pro
eo quod eædem lanæ assignatæ

Dette.
[Fitz.,
Ley, 52.]

No. 4.

A.D.
1345-6.

who was the King's debtor in respect of the King's wools, and who alleged that he sold part of the wools to the defendant, and that the defendant had not paid him. The defendant proffered his law, which was counterpleaded on the ground that the King was in a manner party: for, if the plaintiff should recover, the King would have execution in satisfaction of the debt due to him, and for that purpose, and no other, was the suit maintained in the Exchequer; and even if the plaintiff were non-suited, or would now release to the defendant, the King would nevertheless have the suit, because, when anyone is the King's debtor and has not wherewithal to make satisfaction, the Court will give directions to enquire as to the debts which are owing to him, and by process cause them to be levied to the King's use, &c.—And on the refusal of this wager of law they were adjourned.—And now the defendant tendered the averment that he owed

“ fuerint Philippæ Regina Angliæ,
“ Consorti Regis, sub certa forma
“ conventa inter dictum Hardele-
“ vum et Guillelmum Pouche,
“ attornatum dominæ Regina in
“ hac parte, quod idem Hardelevus
“ haberet dictas lanas ex conces-
“ sione ipsius Regina virtute
“ assignationis sibi factæ in hac
“ parte pro Dcxlj libris, xij solidis,
“ de qua summa idem Guillelmus
“ recepit ccxlj libras, xij solidos,
“ videlicet xxx libras die Jovis
“ proxima post Festum Sancti
“ Marci Evangelistæ anno xvj
“ Regis nunc in warda de Doune-
“ gate in Londoniis per manus
“ Henrici Pykard, xxxj libras die
“ Sabbati tunc proxime sequente
“ in warda de Cordwanerstrete in
“ Civitate prædicta per manus
“ Petri del Clay, ex libras die Jovis

“ proxima post Festum Sanctorum
“ Philippi et Jacobi eodem anno
“ xv^o, apud Kyngestone super
“ Hulle, per manus Dolfini Pouche,
“ et lxx libras, xij solidos die
“ Sabbati tunc proxime sequente
“ ibidem per manus Dominici
“ Lombard per ipsum Guillel-
“ mum ad hoc deputatorum.
“ Et petit quod, cum ipse adhuc
“ oneratur versus Regem integre
“ de dictis lanis, quod dictus
“ Guillelmus respondeat Regi de
“ prædictis ccxlj libris, xij solidis
“ per ipsum receptis in forma
“ prædicta in partem solutionis
“ debitorum ipsius Hardelevi præ-
“ dictorum. Et quod dictus Guil-
“ lelmus debet summam prædictam
“ ex causa prædicta paratus est
“ verificare qualitercumque Curia,
“ &c.”

No. 4.

A.D.
1345-6.

dettour au Roi des leins le Roi, le quel alleggea qil vendist partie des leins al defendant, qe nad pas paie a luy. Le defendant tendi sa ley, qe fut countreplede pur ceo qe le Roi est en manere partie: qar, si le pleintif recoverast, le Roi avereit¹ execucion en allowaunce de la dette due² a luy, et a cel entente, et a nulle autre, est la suyte meyntenu en celle³ place; et tut fut le pleintif nounsuy, ou voleit relessor ore⁴ al defendant, le Roi, *non obstante*, avereit la suyte, qar quant un homme est dettour au Roi et nad dount faire gree, Court maundera⁵ denquere des dettes qe sount⁶ dues a luy, et par proces les fait lever⁷ al oepe le Roi, &c.⁸—Et sur la ley refuse furent ajournez.⁹—Et ore le defendant tendi daverer qe rienz ne luy devoit.—

¹ C., averait.² H., diwe.³ C., ceste.⁴ C., a ore.⁵ H., maundra.⁶ The words qe sount are omitted from C.⁷ H., livrer.⁸ According to the record the proffered wager of law and pleadings thereon were as follows:—

“ Et præfatus Guillelmus dicit
“ quod ipse, ratione dicti con-
“ tractus de lanis prædictis,
“ præfatus Hardelevo ccxlj libras
“ xij solidos, seu quicquam inde
“ non debet. Et hoc paratus est
“ defendere per legem suam, &c.”
“ Et præfatus Hardelevus, pro
“ Rege et se ipso, dicit quod ex quo
“ ipse prætendebat verificare, pro
“ Rege et se ipso, quod dictus
“ Guillelmus recepit ccxlj libras
“ xij solidos prædictos in forma
“ prædicta, qui quidem contractus
“ et receptio constant in cognitione
“ patriæ, et per patriam verificari

“ possunt, et idem Guillelmus
“ nihil aliud pro se allegat nisi
“ tantum per legem suam defendere
“ se denarios prædictos ea oc-
“ casione non debere, &c., qui
“ quidem exitus placiti erga Regem
“ in hoc casu in Curia ista contra
“ Regem non debet admitti, petit
“ judicium, &c.

“ Et dictus Guillelmus ad hoc
“ dicit quod, desicut idem Harde-
“ levus nullum factum speciale de
“ contractu et solutione prædictis
“ ostendit, et ipse Guillelmus se
“ denarios prædictos non debere
“ ex causa dicti contractus per
“ legem suam defendere sit para-
“ tus, qui quidem exitus secundum
“ communem legem terræ in con-
“ simili casu est admittendus ex quo
“ Rex sine prædicto Hardelevo
“ actionem habere non posset,
“ petit inde judicium, &c. Et
“ præfatus Hardelevus similiter
“ &c.”

⁹ C., adjournetz.

No. 5.

A.D. 1345-6. nothing to the plaintiff.—And because the defendant could not be admitted to wage his law, for the reason above, and the last issue was also inadmissible, and as he could not be admitted to either, judgment was given that the plaintiff should recover the debt, &c., and that the King should have execution, &c.

Quare impedit.

(5.) § A *Quare impedit* was brought, on behalf of the King, against the Prior of Merton, on which the count was that the Prior's predecessor presented, &c., that through his death the temporalities came into the King's hand by reason of wardship, that the King leased the temporalities to a Sub-prior and the Convent, reserving fees and advowsons to himself, that afterwards one Thomas de Kent,¹ a predecessor of the existing Prior, having been elected Prior, intruded upon the temporalities, the fees and advowsons remaining in the King's hand, that at that time the church became void, &c., that after the death of Thomas¹ the predecessor, &c., and

¹ For the real name see p. 23, note 1.

No. 5.

Et pur ceo qil ne poait avenir a sa ley, *causa qua supra*, ne cest drein¹ issue nest pas receivable, pur ceo qe il ne poait² avenir, &c., fut agarde qe le pleintif recoverast la dette, &c., et qe le Roi ust execucion, &c.³ A.D. 1345-6.

(5.)⁴ § *Quare impedit* pur le Roi vers le Priour de Mertone, countant qe soun predecessour presenta, &c., et qe par sa mort les temporaltes devyndrent en la meyn le Roi par cause de garde, et qe le Roi lessa a un Suppriour et a Covent les temporaltes,⁵ reservant⁶ fees et avowesouns a luy, et puis un Thomas de Kente, predecessour, &c., eslieu⁷ en Priour, &c., sabati en les temporaltes, fees et avowesouns demuraantz⁸ en la meyn le Roi, a quel temps leglise se voida, &c., et puis la mort Thomas

¹ C., darrein.

² C., poet.

³ The words et qe le Roi ust. exeucion, &c., are from H. alone. The words of the record, from the adjournment on the question of the wager of law to the end, are as follows:—

“ Super quo, quia Curia vult
“ plenius inde deliberare antequam,
“ &c., datus est dies partibus hic
“ in Octabis Sancti Hillarii ad
“ recipiendum inde quod, &c. Et
“ dictum est præfato Johanni
“ Holcrofte quod habeat dictum
“ Guillelmum hic ad Octabas præ-
“ dictas. Ad quem diem tam
“ prædictus Hardelevus in custodia
“ Custodis prisonæ de Flete, quam
“ prædictus Guillelmus in custodia
“ prædicti Johannis Holcrofte
“ venerunt.

“ Et, habita super præmissis inter
“ Barones deliberatione pleniori,
“ consideratum est quod Rex
“ recuperet versus præfatum Guil-
“ lelmum prædictos cexlj libras

“ xijj solidos in partem solutionis
“ debitorum prædicti Hardelevi
“ supradictorum, Et quod præ-
“ dictus Guillelmus, qui jam in
“ prisona de Flete de mandato
“ Regis extram [sic] Turrim præ-
“ dictam, ex certis causis in eodem
“ mandato annotatis, committitur,
“ remaneat in eadem prisona quous-
“ que, &c.”

⁴ From the four MSS., as above, but corrected by the record, *Placita de Banco*, Hil., 20 Edw. III., R^o 64. It there appears that the action was brought by the King against the Prior of Merton in respect of a presentation to the vicarage of the church of Kingston-on-Thames.

⁵ C., les temporaltes al Prior et Covent, instead of a un Suppriour et a Covent les temporaltes.

⁶ reservant is omitted from C. and I.

⁷ H., and C., eslu.

⁸ In all the MSS. except C. the words a luy are inserted before demuraantz.