

From the *Transactions* of the
Bristol and Gloucestershire Archaeological Society

Hospitium: a Feudal Service of Hospitality

by D. Walker
1957, Vol. 76, 48-61

© The Society and the Author(s)

HOSPITIUM: A FEUDAL SERVICE OF HOSPITALITY

by DAVID WALKER, D. PHIL.

IN 1141, Miles of Gloucester, earl of Hereford, gave the manor of Hempstead (Glouc.) to the Augustinian canons of the recently founded priory at Llanthony Secunda. Miles himself, and his father, Walter of Gloucester, before him, held the manor, not as a tenant-in-chief of the crown, but as the tenant of the earls of Warwick who reserved to themselves specific services after the manor had passed into the possession of the canons of Llanthony. The clash of interests in this manor produced a most interesting series of documents now preserved in the Llanthony cartularies.¹ The series reveals incidentally something of the history of the manor after the Norman Conquest and illustrates in particular the service by which it was held. The purpose of this paper is to review the early history of the manor and to discuss the nature of that service.

In 1086 Hempstead (Hechanestede), assessed at five hides, formed part of the *terra regis* in Gloucestershire. Edric Lang, one of Earl (later King) Harold's thegns, had held this manor in the time of King Edward together with half a fishery which formed one of its appurtenances. After the Conquest, William fitz Osbern took Hempstead into his demesne and it rendered nothing towards the king's farm. At the time of the Domesday survey it was farmed at sixty shillings *numero*. It had been absorbed into the royal demesne² Within ten years of the survey Hempstead had passed into the hands of Walter of Gloucester, sheriff of Gloucestershire, constable of Gloucester castle, and before his death, a royal constable.³ By what means

¹ The Llanthony cartularies now form a Master's in Chancery exhibit at the Public Record Office (C. 115) known as the Duchess of Norfolk's collection.

² *Domesday Book*, I, 164.

³ Walter of Gloucester was the son of Roger de Pitres, sheriff of Gloucestershire in the early years of the Conqueror's reign, and the nephew of Durand, the Domesday sheriff.

this took place is not known.¹ Before June 1095, Walter of Gloucester granted the chapel of Hempstead (*Hayhamstede* and similar forms) to St. Owen's, Gloucester, with the tithes of the villeins in that manor.² The possessions of St. Owen's formed part of the endowment of the new foundation of Llanthony Secunda and in 1137 Miles of Gloucester confirmed this gift to Llanthony.³ It was also confirmed by Simon, bishop of Worcester.⁴ In 1141, as earl of Hereford, Miles gave the whole manor to Llanthony. A record of his gift survives in two charters. One has the elaborate dating clause, *anno ab incarnatione domini m^oc^oli^o [sic] mense Septembrio mensis eiusdem ebdomada iii^a*.⁵ The writer of the exemplar used for the versions of this charter which appear in the Llanthony cartularies made a mistake in the year date which should be 1141. In the other charter the date is given simply as *anno ab incarnatione domini m^oc^oxli^o*, but a further indication of date is provided by the use of the phrase *apud Bristodium iamque consulatus honorem adeptus*.⁶ Miles became earl of Hereford in July 1141, and this phrase limits the date of issue of this charter. It has been said that 'a baron's pleasure in a

¹ Domesday Book offers no evidence that the Gloucester family had acquired its interest in this manor before 1086, although this was a period during which the two brothers, as successive sheriffs of Gloucestershire, had ample opportunity to benefit from the destruction of the house of William fitz Osbern through the forfeiture of his son, Roger de Breteuil, earl of Hereford, in 1075. The charters of the earls of Warwick mention specifically as their tenants in Hempstead only the heirs of Earl Miles, but it is not possible to assume that the Gloucester family only acquired its interest in Hempstead after the death of Miles in 1143. By that time the manor had passed to Llanthony. The assumption is that the grant of this manor to the earls of Warwick and the creation of a sub-tenancy in favour of the Gloucester family, should both be ascribed to the period after 1086. Walter of Gloucester's gift of the chapel of Hempstead to St. Owen's, Gloucester (see text above) provides a limiting date for the completion of these grants.

² Llant[hony] Cart[ularies vol.] A 1, 1 no. 1.

³ *ibid.*, 1, no. 3.

⁴ *ibid.*, 1, no. 97.

⁵ *ibid.*, 1, no. 4.

⁶ *ibid.*, 1, no. 3.

new dignity certainly underlies the language' of this charter.¹ Miles made this gift while he was in attendance upon the Empress at Bristol and his charter is attested by the Empress and her leading supporters. His wife Sybil and his sons Roger and Walter made the gift effective in the canons' church at Gloucester and Roger and Walter each swore on the altar of St. Mary and on the four gospels that they would not seek to do any injury to the canons nor seek to damage or diminish their rights in Hempstead. A few days later, when he returned to Gloucester from Bristol, Earl Miles placed his gift upon the altar *per leonculum calcedonicum* and so confirmed the grant. It is no doubt due to this complex process that we owe the survival of two different accounts of the grant preserved in two of the earl's charters. The gifts made by Walter of Gloucester and Earl Miles in Hempstead were confirmed to Llanthony by Roger, earl of Hereford, and his brother, Walter of Hereford.² In 1316 the prior of Llanthony-iuxta-Gloucester was named as the lord of the manor.³

The fishery, of which half formed an appurtenance of Hempstead, was that of Horsepool. Earl Miles gave the remaining half of this fishery to the canons.⁴ Some traces of their tenure appear in the Pipe Rolls. In 1173, the sheriff of Gloucestershire was allowed twenty shillings *in terris datis* for the fishery of Horsepool held by the canons of Llanthony *de novo dono per breve regis*.⁵ Their tenure was also said to have originated in a grant by King Henry when it was mentioned in 1211-12.⁶

¹ F. M. Stenton, *The First Century of English Feudalism*, p. 231, n. 2. Stenton cited this phrase from a version printed by M. Gibson, *A View of the Ancient and Present State of the Churches of Door, Home-Lacy and Hempsted* (1727), p. 146. The dating clause is the opening clause of Gibson's version and Stenton therefore wrote of 'the language with which earl Miles of Hereford opens a charter to Llanthony priory'. The version printed by Gibson was, in fact, an extract from the foundation charter of Llanthony Secunda. It appears in its context in Dugdale's *Monasticon* (1817-30), vi, p. 136.

² Llant. Cart, A 1, 1, nos. 5, 12.

³ *Feudal Aids*, II, p. 265.

⁴ Llant. Cart. A 1, 1, no. 3.

⁵ P.R. 19 Hy. II, p. 151. This remained a constant feature of the Gloucestershire account in subsequent years.

⁶ *Book of Fees*, p. 51.

So, too, the grant was said to be of the gift of Henry II in the general confirmation issued to Llanthony by Richard I in 1198, where the gift was described as *medietatem piscarie de Hersepol que est de dominico nostro*.¹

The interest of the earls of Warwick in Hempstead is nowhere mentioned in the charters of the Gloucester family but it is made clear in a number of documents of later date. The grant of Hempstead to Llanthony was confirmed by William de Newburgh, earl of Warwick (1153-84) to be held freely and quit of all secular service and exaction and, especially, free from the relief which the heirs of Earl Miles were accustomed to pay to his ancestors.² The explicit statement that relief was paid for this manor is in itself worthy of note.³ The relief to be paid is not defined. There was one exception to this freedom from services. Earl William reserved to himself and his heirs the two *hospitia* which the canons were required to render annually for this manor. A confirmation in similar terms was issued by Earl William's brother, Waleran, earl of Warwick (1184-1202).⁴

The provision of two *hospitia* constituted a duty to provide hospitality and the indications are that it was a heavy burden. In the 13th century, if not earlier, the prior of Llanthony ceased to perform this service and in 1236 Thomas, earl of Warwick, impleaded him for this default. He was successful and the prior was forced to recognize the validity of the earl's claims. The agreement between them was drawn up in a final concord in which the nature of the demand which Earl Thomas

¹ *Cartae Antiquae (rolls 1-10)*, (ed. L. Landon), P.R.S., N.S. vol. 17, p. 35, no. 62.

² Llant. Cart., A 1, 1, no. 49; below, document no. 1: *tenendum libere et quiete ab omni seruitio seculari et exactione et precipue libere a reliquo quod heredes Milonis comitis antecessoribus meis reddere solebant*. The inference is that relief was paid on the death of a member of the Gloucester family even though the land was, by this time, held by the church and therefore technically never subject to succession. The lord of the fee here did not lose his feudal incident through his tenant's act in giving the land to the church.

³ Cf. F. M. Stenton, *First Century of English Feudalism*, pp. 160-3 and the charters (Appendix nos. 35, 41) printed at pp. 277, 281.

⁴ Llant. Cart., A 1, 1, no. 50; below, document no. 2.

could make was defined more closely, though still in general terms. The prior recognized that he owed service for Hempstead *vnde idem comes exigebat quod predictus prior inueniret ei duo hospitia per annum ad custum ipsius prioris* and that he should provide¹

singulis annis eidem comiti et heredibus suis honorifice duo hospitia per annum et militibus suis cum eorum sectis de propria familia sua per manum et liberationem seruientium eiusdem prioris et successorum eorum.

It was agreed that if, during the course of a year, the earl or his heir did not visit Hempstead in person, the prior was not to be held responsible for the service of hospitality for that year. He was not to be held to account for the arrears which had accrued up to the date of the fine. These concessions must, clearly, have been desirable from the point of view of the prior, but the service which could be exacted year by year was still formidable. But the earl of Warwick, having made his case, apparently had no desire to exact the services which he could claim. In the following year he quit-claimed the services due for Hempstead to the prior of Llanthony. He also handed over to the prior his copy of the final concord drawn up in 1236 so that neither he nor his heirs could make any claims in future by virtue of that concord. He stated, however, that the third part of the concord remained in the custody of the king in the royal treasury.² For this quit-claim the earl received a payment of forty marks with an additional two marks for his wife.

Is it possible to define more closely the service of hospitality which made up these two *hospitia*? Some indication of the extent of this obligation and of the limitations which were placed upon it can be given. But there was always an element of uncertainty about the service. From the examination of a number of cases it becomes apparent that the service was not

¹ P.R.O., C.P. 25 (i)/73/11/190; Llant. Cart., A 1, 1, no. 113; below, document no. 3. The fine was issued on 1 June 1236.

² Llant. Cart., A 1, 1, no. 51; below, document no. 4. See especially the passage on p. 61.

usually clearly defined and that this lack of definition worked to the disadvantage (or might work to the disadvantage) of the tenant.

An early grant of land to which this service of hospitality was attached has survived in a cirograph issued by Geoffrey, abbot of Burton, in 1133.¹ For the first three years of his tenure the tenant was to pay a rent and he was to build a suitable dwelling (*facere bonam domum et bonam cameram et bonam priuatam*). From the fourth year of his tenancy he was to entertain honourably the abbot or his men sent on the business of their church. No limitation was placed upon the number of men who were to be entertained nor upon the number of occasions on which the abbot might demand hospitality for himself or his agents.

From Yorkshire there comes an interesting example which provides a neat illustration of the way in which an obligation to give hospitality could be created. Robert de Lacy granted the monks of Kirkstall a messuage in Pontefract so that they might have a *hospitium* (which, in this context, should clearly be translated 'house') where they might stay when they came to Pontefract. Soon afterwards Ralph, abbot of Kirkstall, granted the same messuage to Reiner of Pontefract in return for the service of giving hospitality to the monks of Kirkstall whenever they were in Pontefract.²

Half a virgate of land in Longney (Glouc.) was burdened with a similar service. Its tenant was required to provide accommodation for the abbot or the cellarer or the cook of Pershore abbey whenever he came to that place. He was to provide also hay and forage for their horses if it was available. When the land changed hands in 1221 it was recorded that this half virgate owed such service to the abbot and convent of Pershore.³

The right to hospitality could be stated in conventional

¹ B.M., Stowe Charters no. 103; printed with facsimile, Warner and Ellis, *Facsimiles of Royal and other Charters in the British Museum*, I, no. 13.

² W. Farrer, *Early Yorkshire Charters*, III, p. 202, nos. 1511, 1512.

³ P.R.O., C.P. 25 (i)/73/4/18. The fine was levied on 30 September 1221 with the assent of Gervase, abbot of Pershore.

terms which may imply some definition of this service, perhaps in accordance with local custom. Between 1161 and 1175 Clement, abbot of St. Mary's, York, gave six bovates of land in Gilmonby (N.R. Yorks.) to Warin de Scargill and his heirs at a rent of twelve shillings a year. Warin was also to provide a *hospitium* where the abbot and his men might be entertained with fire and straw and with hay and grass for their horses.¹ A few years later (c. 1175-89) Richard de Hudleston granted to a certain Avenel and his heirs the land which formed his capital *mansio* in York for a rent of two shillings and for the service of hospitality. When Richard came to York, Avenel was to find fire and candle and salt and straw for him. If war should be levied Avenel was to deliver up the house and chamber to Richard and he was to be quit of all service during the time of war.² An example from Chester is provided by the grant which Colbert of Upton made to Suan, son of Alan. He granted Suan land in Northgate Street, Chester, for a rent of four shillings a year, and Suan was also to provide lodging (*hostillagio*) for four horsemen and four footmen when Colbert came to Chester.³ The limitation of Colbert's retinue is an unusual feature. In these cases, as in the Pontefract example, *hospitium* was used to denote a house but the obligation placed upon the tenants covered far more than the provision of quarters. There were services to be performed as well as accommodation to be provided. The use of formulae to describe these services may imply some limitation of the service to be performed, but in each case the obligation as it is defined in the charters appears to have been heavy.

From Leicestershire there comes an instance in which the service is defined more closely. Robert le Bretun of Othorpe (Leics.) owed the service of hospitality to his lord, Robert Mauduit, the king's chamberlain. His service was to provide a *hospitium* at Othorpe for Robert Mauduit and for all those

¹ C. T. Clay, *Early Yorkshire Charters*, IV, p. 139, no. 107.

² W. Farrer. *op. cit.*, I, p. 180, no. 216.

³ J. Tait, *Cartulary of Chester Abbey* (Chetham Society, vol. 79), I, p. 237, no. 355.

whom he wished to bring with him. The entertainment provided by Robert le Bretun covered the day of his lord's arrival and it was explicitly stated that on the morrow he should provide a meal for them at his own cost.¹ Since this service proved to be so great a burden to his tenant Robert Mauduit quit-claimed it in return for a series of specified grants of lands and services.

If such charters are to be taken literally the lord of the fee was not limited as to the size of the retinue which he might bring with him and for which he might expect entertainment at his tenant's expense. Ecclesiastical dignitaries frequently gave offence and caused hardship by the size of the retinues which accompanied them, particularly on visitations. In 1179 at the Third Lateran Council an attempt was made to limit the numbers of retainers which a dignitary of the church might have. The number ranged from two for a rural dean to forty or fifty men and horses for an archbishop. Hubert Walter, archbishop of Canterbury, published this decree in England in 1200.² It is not surprising to find that an ecclesiastical magnate, the abbot of Westminster, should make heavy demands upon tenants for services of hospitality. In the 13th century the abbot used this service to some purpose and may, perhaps, have developed the terms of this obligation with some thoroughness. Clear statements of what the right to hospitality involved come from two fines settling disputes between the abbot and two of his tenants. In 1242 a dispute between the abbot and Ivo of Deene was settled and the concord which was then drawn up, a document which is well-known, records the services by which Ivo held the manor of Deene (Northants).³ Ivo was

¹ F. M. Stenton, *Facsimiles of Early Charters in Northamptonshire Collections* (Northants Record Society, vol. 4), p. 36, no. XL (A.D. 1185/6-1219) . . . quoddam hospiciū apud Aketorp ad costum meum et omnibus quos secum ducere uolebat et in crastinum quoddam prandium similiter.

² For a useful summary of this cf. A. L. Poole, *Domesday Book to Magna Carta* (2nd ed.), p. 224.

³ P.R.O., C.P. 25 (i)/171/13/244; printed F. M. Stenton, *First Century of English Feudalism*, p. 267, Appendix, no. 17, where it was printed in order to illustrate the structure of the abbot's household.

to provide at his own cost all that might be necessary for the honourable entertainment of the abbot (*necessaria sufficientia eis inuenient in cibis et potibus et aliis necessariis ad honorificum hospiciū pertinentibus*). He was to hand over the administration of his household to the seven principal officers of the abbot's household. He was to receive fifteen days' notice that the abbot intended to claim this service (*cum placuerit eidem abbati suum hospiciū habere apud Den idem Iuo debet pre-muniri per summonicionem quindene ei factam per breue eiusdem abbatis*). On the first day of the abbot's coming Ivo was to entertain him at his own cost. On the second day he was to provide whatever was necessary until the abbot and his men had had a meal. After that everything which they required must be paid for. As Ivo was a tenant of one of the abbey's manors anything which was contracted by way of debt during such a stay was to be allowed against the rent due from him at the next term. Ivo was expected to provide two candles of a given weight for the abbot's use; the abbot's chamberlain could claim whatever remained of them after the abbot had finished with them. He was also to provide twelve pence for each of the seven major officers of the abbot's household.

When the abbot impleaded Ivo, he claimed that he had been deforced of (*de*) *i hospicio eidem abbati et suis semel in anno per consuetudinem faciēdo*. He made his case but unlike the earl of Warwick he had no mercy on his tenant. Ivo recognized the abbot's right and he was required to pay an increase of forty shillings on the farm of his manor to make good the damage suffered by the abbot through his failure to perform his services in the past. The second concord is earlier in date but it is less well known.¹ It was issued in 1226. It is more elaborate than the Deene fine and it is concerned with the services by which Gilbert of Hendon held the manor of Hendon (Middx.)² The obligation of hospitality was one part of these

¹ The abbot's retinue was described, as in this fine, by E. H. Pearce, *Walter de Wenlok*, pp. 98-9, citing the Westminster Domesday Cartulary ff. 121 b, 122. Miss B. Harvey kindly drew my attention to this reference.

² P.R.O., C.P. 25 (i)/146/7/58.

services and it was defined in terms similar to those used in the Deene fine. But there are some significant differences. The size of the abbot's retinue was limited to thirty-five mounted followers. Gilbert was to provide

omnia necessaria in cibis et potibus cum candelis in singulis ministeriis et cum omnibus aliis necessariis ad honorificum hospicium pertinentibus.

His obligations were to extend, again, to a meal on the second day and thereafter the abbot would pay for anything which he and his men required. Two large candles were to be provided for the abbot's use and a small candle for each of the thirty-five horses was to be provided for the marshal's use in the stables. The amount of fodder to be provided was also defined. In this case the abbot remitted to Gilbert the arrears of service. The limitation of the abbot's retinue was certainly of advantage to the tenant but at Deene and at Hendon the burden of hospitality must always have been onerous.

From these examples the principal features of the service of hospitality can be indicated. It consisted of the entertainment with due honour of the lord of the fee. It was generally limited to entertainment for one night and it extended to one meal on the following day. Where the period of time involved is defined it is defined in these terms. Where it is defined in less precise terms we may with some confidence assume that it was limited. How far a stay of one night would be of any value in those instances in which a town dwelling is concerned, it is hard to say. Here the period of time might well be defined more loosely. The number of occasions on which the service could be demanded is indicated in the 13th century documents. Ivo of Deene and Gilbert of Hendon owed one *hospitium* and had the doubtful pleasure and heavy duty of entertaining the abbot of Westminster once in the year. The canons of Llanthony owed two *hospitia* and were required to supply entertainment for the earls of Warwick twice in the year. The greatest burden in this service appears to have come from the size of the lord's retinue which was not, generally, limited and which might

remain large even when, in the 13th century, limitation is found. This is, of course, a factor which would automatically be different for each fee and for each occasion.

To interpret rigidly the vague terms of one charter from an analogy with the clearer definitions of another would be dangerous but in general three things might be expected. The length of time for which the service could be demanded and the occasions on which it was demanded were known and accepted and might appear in a particular charter. The size of the lord's retinue was not known nor usually, until the early decades of the 13th century, defined.

To return briefly to the manor of Hempstead, it seems that Thomas, earl of Warwick, was generous in his treatment of the canons of Llanthony in 1236, and that in the following year the prior paid a surprisingly low price for the remission of an unwelcome and onerous service.

The four documents printed below are, 1 and 2, the charters issued to Llanthony by William and Waleran, earls of Warwick; 3, the final concord of 1236; and 4, Earl Thomas's quit-claim of 1237.

I

Omnibus¹ sancte matris ecclesie filiis tam presentibus quam futuris Willelmus comes de Warewyk' salutem. Sciatis me concessisse et hac presenti carta mea confirmasse deo et sancte Marie de Lanthonia et canonicis ibidem deo seruiantibus Heyhamstede . pro anima mea et animabus antecessorum meorum in puram et perpetuam elemosinam tenendum libere et quiete ab omni seruitio seculari et exactione et precipue libere a reliquo quod heredes Milonis comitis antecessoribus meis reddere solebant . saluis duobus hospiciis quod inde annuatim facere consueuerunt . Quare uolo et precipio ut predicti canonici habeant et teneant prenominatam villam libere et quiete in bosco . in plano . in pratis et pascuis cum omnibus libertatibus et consuetudinibus eidem ville pertinentibus sicut vlla elemosina potest melius aut liberius dari et concedi . saluis prenomnatis hospiciis . Testibus . Hugone Abadun . Nigello de Mudeuill' . Radulfo fratre eius . &c.

Date: 1153-84.

¹ Llant. Cart., A 1, 1, no. 49. The cartulary has the rubric: Carta Willelmi comitis . de Warewyck . super Heyhamst' . videlicet . de releuio saluis duobus hospiciis. .xliv.

2

Omnibus¹ sancte matris ecclesie filiis tam presentibus quam futuris Galeranus comes de Warewyk' . salutem . Sciatis me audita carta Willelmi comitis fratris mei concessisse et hac presenti carta mea confirmasse deo et sancte Marie de Lanthonia et canonicis ibidem deo seruiantibus Heyhamstede pro anima mea et animabus antecessorum meorum in puram et perpetuam elemosinam . tenendum libere et quiete ab omni seruitio seculari et consuetudine et exactione . et precipue libere a reliquo quod heredes Milonis comitis antecessoribus meis reddere solebant saluis duobus hospiciis quod inde annuatim facere consueuerunt . Quare uolo et precipio quod predicti canonici habeant et teneant prenominatam villam libere et quiete in bosco et plano . in pratis et pascuis . cum omnibus libertatibus et consuetudinibus eiusdem ville pertinentibus sicut vlla elemosina potest melius et liberius dari et concedi saluis prenominatis hospiciis . Testibus . Marg' comitissa . Margareta de Boun . Wydone . de Olli . et aliis.

Date: 1184 - c. 1197.²

3

Hec³ est finalis concordia facta in curia domini regis apud Gloucestriam in octabas sancte Trinitatis anno regni regis Henrici filii regis Johannis vicesimo coram . Willemo de Ebor' . Willemo de Insula . Radulfo de Norwic' . Thurstano le Despenser et Radulfo de Chaundos iustic' itinerantibus et aliis domini regis fidelibus tunc ibi presentibus . inter Thomam comitem Warwik'⁴ querentem et Johannem priorem de Lantoney⁵ deforciantem de consuetudinibus et seruitiis que idem comes exigebat de predicto priore de libero tenemento quod de eo tenet in Heghamstede⁶ . vnde idem comes exigebat quod predictus prior inueniret ei duo hospitia per annum ad custom ipsius prioris . quod seruicium idem prior ei non cognouit . et vnde placitum fuit inter eos in eadem curia . scilicet quod predictus prior recognouit et concessit pro se et successoribus suis quod ipsi de cetero inuenient singulis annis

¹ Llant. Cart, 1 no. 50; the charter has the rubric: Carta . Gualerani comitis Warewyk' super Heyhamst' . videlicet . de releuio . saluis duobus hospiciis. .l.

² The limits of date are provided by the accession of Earl Waleran in 1184 and the death of Margaret de Bohun c. 1197.

³ P.R.O., C.P. 25 (i)/73/11/190; Llant. Cart., A 1, 1, no. 113. The text of the foot of fine is collated with the cartulary version. 1 no. 113 has the rubric: Cyrographum duplicatum de concordia facta in curia regis apud Gloucestriam inter comitem Warewyk' et nos de Heyhamsted'.

⁴ Warewik'.

⁵ Lanthonia.

⁶ Heyhamstede.

eidem comiti et heredibus suis honorifice duo hospitia per annum et militibus suis cum eorum sectis de propria familia sua per manum et liberationem seruientium¹ eiusdem prioris et successorum suorum . ita tamen quod si predictus comes uel heredes sui in propria persona infra annum non venerint . predictus prior et successores sui quieti erunt de hospitio² eiusdem anni . Et pro hac recognitione concessione fine et concordia . idem comes remisit et quietum clamauit de se et heredibus suis predicto priori et successoribus suis et ecclesie sue de Lanton³ omnia areragia que ab eo exigebat de predictis duobus hospitiiis per annum usque ad diem quo hec concordia facta fuit.

Date: 1 June 1236.

4

Sciant⁴ presentes et futuri quod ego Thomas comes de Warewyk' anno . regni . regis . H . filii regis Johannis vicesimo primo in festo sancti Georgii remisi et quietos clamaui pro me et pro heredibus meis in perpetuum Johannem priorem Lanth' iuxta Gloucestriam et eiusdem loci conuentum et vniuersos eorum successores de duobus hospitiiis michi et heredibus annuatim pro manerio de Heyhamstude ab antiquo debitis . super quibus hospiciis moto fuit contentio et placitum inter dictum priorem Lanth' et conuentum ex vna parte . et me ex altera in octabus . sancte Trinitatis anno regni . regis . Henrici . filii regis Johannis . xx^o apud Gloucestriam in curia domini regis . coram Willelmo de Ebor' . Willelmo de Insula . Radulfo de Norwic' . Turstano dispensario . Radulfo de Chandos iusticiariis tunc itinerantibus et aliis domini regis fidelibus tunc ibidem presentibus . Quare uolo quod dictus prior et conuentus et omnes eorum successores quieti sint et immunes imperpetuum a prestatione dictorum hospitiorum et a petitione eorum pro me et pro heredibus meis⁵ nulla petitione . exactione uel demanda in toto uel aliqua parte eorundem hospitiorum que aliquo casu possint euenire michi uel heredibus meis reseruata . renuntiaui etiam pro me et pro heredibus meis inperpetuum omni iuri quod habui uel quod habere potui in dictis hospitiiis exigendis . et in dicto manerio de Hayhamstude pro quo iam dicta debebantur hospicia . et ad omnimodam dictis priori et conuentui et eorum successoribus securitatem inde faciendam partem quam habui de cyrographo in curia domini regis . apud Gloucestriam coram dictis iustic' inter nos confecto de finali concordia super dictorum

¹ seruientem.

² de hospiciis.

³ Lanthonia.

⁴ Llant. Cart., A 1, 1, no. 51. The charter has the rubric: *Quietaclamantia Thome comitis de Warewyk' de duobus hospiciis . apud Heyhamstede. Ij.*

⁵ 'Reseruata' has been written here and expuncted, as well as crossed through, for deletion.

hospitiorum petitione eisdem¹ plene resignaui . tertia parte scilicet parte cyrographi sub domini regis custodia in thesauro remanente . ne in posterum per partem quam habui de cyrographo ego uel heredes mei ius aliquod in dictis hospitiis petendis possimus uendicare . uel dictis priori et conuentui siue eorum successoribus per talem petitionem aliquam molestam inferre uel grauamen . non obstantibus eisdem in aliquo usu uel regni consuetudine que tunc fuerunt uel futuris temporibus potuerunt euenire . Pro hac autem remissione et quietam clamantia mea perpetua ? dederunt michi dicti prior et conuentus Lanth' ad meum magnum negocium quadraginta marcas sterlingorum . et . E . comitisse vxori mee duas marcas . Vt hec autem quietam clamantia mea in perpetuum rata maneat et stabilis eam presentis carte serie sigilli mei impressione munita ? confirmaui . Et in huius rei testimonium et munimem perpetuum dictis priori et conuentui et eorum successoribus ipsam contuli . Hiis testibus . Ricardo de Scrupes . Roberto de Grendon' &c.

Date: 23 April 1237

¹ The 'dem' is interlined.